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THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

Mikell R. Scarborough, Master-In-Equity

Appellate Case No. 2024-000788
Case No.: 2019-CP-10-01108

Balfour Beatty Construction, LLC, Appellant,

v.

Library Associates, LLC; and Metropolitan Life Insurance Company, a New York Corporation, Defendants,

And

Library Associates, LLC, Third-Party Plaintiff,

v.

Lithko Contracting, LLC, Guy M. Beaty, Inc., Bernard MMC, LLC, Gulf Stream Construction Company, Inc., Precision Walls, Inc., Palmetto Automatic Sprinkler Company, Inc., Cook & Boardman, LLC, Strong Tower Construction, LLC d/b/a Koch Corporation, Watson Electrical Construction Co., LLC, Trimark Foodcraft, LLC, Pleasant Places, Inc., David Allen Company, Inc., Premier Exteriors, LLC, Warco Construction, Inc., Old North State Masonry, LLC, Tom Rochester & Associates d/b/a Southeastern Architectural Systems, Forton Company, LLC, Low Country Case & Millwork, Inc., Quantum Coatings, LLC, Balfour Beatty Construction Group, Inc., Third-Party Defendants.

Of which Library Associates, LLC is the Respondent.

RECORD ON APPEAL - VOLUME 32 OF 51

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ELECTRONICALLY FILED - 2023 May 16 9:07 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Subcontractor's and Other Lower Tier's Conditional Partial Waiver and Release of Lien
(Upon Progress Payment)

KNOW ALL MEN BY THESE PRESENTS:

That Warco Construction (the "Lienor") for and in consideration of the payment of the sum of $ 64,139.54 and other good and valuable consideration paid by Balfour Beatty Construction, LLC (the "Contractor") or Library Associates, LLC ("Owner"), receipt of which is hereby acknowledged, hereby releases, waives and quit claims to Contractor, the Owner, and their respective successors and assigns, all liens, lien rights, claims or demands of any kind whatsoever, which Lienor now has or might have against Contractor and/or Owner and/or the buildings and improvements on the premises legally described as: See Exhibit "A" attached hereto (the "Property") on account of labor and services performed and/or material furnished for the construction of any improvements thereon; except for retention, and open change order requests, claims or disputes identified as follows:

None

That the undersigned has the right and authority to execute this Conditional Partial Waiver and Release of Lien on behalf of the Lienor. That this is a waiver of all lien rights and other claims which Lienor has against the Property, the Contractor, and the Owner for all labor, material and services performed thereon, including all extras and change orders, that all laborers retained or employed by the Lienor for construction of improvements on the Property, all suppliers and sub-contractors of Lienor who have furnished labor, material and services for the undersigned for the construction of improvements on the Property, and all labor, services and materials used by the undersigned in the construction of said improvements, have been paid in full for work performed or materials supplied, up to and including the 31st day of January, 2017, excluding the items identified hereinabove, if any.

THE UNDERSIGNED ACKNOWLEDGES THAT THE CONTRACTOR AND OWNER AND OTHER PARTIES HAVE A RIGHT TO RELY UPON THIS WAIVER AND RELEASE AND THAT MAKING ANY FALSE STATEMENTS SHALL CONSTITUTE PERJURY AND PUNISHMENT CAN BE MADE IN ACCORDANCE WITH THE LAWS OF THE STATE OF SOUTH CAROLINA.

IN WITNESS THEREOF, I have hereunto set my hand seal this 17 day of September, 2018

Signed, sealed and delivered
in the presence of:

Kathryn Bulas
Signature
Kathryn Bulas
Print Name

Warco Construction, Inc.
a _____ corporation

Signature
H.G. Warren, Jr. President
Print Name & Title

STATE OF NC

COUNTY OF Mecklenburg

The foregoing instrument was acknowledged before me this 17 day of September, 2018 by H.G. Warren, Jr., President of Warco, a Corp. corporation on, on behalf of the corporation. He/she is personally known to me or has produced In Person (type of identification) as identification.

Dana R Malone
NOTARY PUBLIC, STATE OF North Carolina

My Commission Expires: 12/08/2020

Dana R. Malone
Notary Public
Cabarrus County, NC
My Commission Expires

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Balfour Beatty
Construction

Exhibit F1

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT
(Subcontractor/Vendor)

The undersigned, Warco Construction, Inc. ("Subcontractor"), pursuant to a
(Name of Subcontractor)
contract or agreement with Balfour Beatty Construction, LLC, ("BBC"), Warco, a subcontractor to BBC or a sub-subcontractor under which Subcontractor agreed to furnish labor, services, materials and/or equipment ("Work") for the construction of certain improvements on the work of improvement commonly known as:

Hotel at Marion Square ("Project")
(Name or Description of Project)

which is located at _____
in the City of Charlston, and County of Charleston,

and is owned by Library Associates, LLC ("Owner").
(Name of Owner)

Upon receipt by Subcontractor of a check in the sum of $ 64,139.54
(Amount to be paid to Subcontractor)
the sufficiency of which is hereby acknowledged and confessed, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective pursuant to which the Subcontractor hereby: (1) waives, releases and relinquishes any and all liens and claims of lien, actual or potential, and all bonds and bond rights, for the Work performed, rendered, supplied or furnished by Subcontractor for or with respect to the Project through September 30 2018 (the "Release Period"); and, (2) waives, releases
(Insert date through which release is given)
and relinquishes any and all claims for payment for Work performed, rendered, supplied or furnished by the Subcontractor for or with respect to the Project through the Release Period including any claims for extended or additional job costs and overhead, lost profits, impact costs and the like, as well as claims and demands arising from any contended delays, disruptions or changes to the Work, except with regard to retainage amounts and compensation for extra work but only to the extent such extra work is specifically identified below:

None
(Describe here or set out in an Attachment "A" which must be identified here and attached, all extras not included in the Release. Failure to describe any extras as excluded shall be a waiver and release of any right to payment for such work.)

Subcontractor hereby acknowledges payment in full of all amounts previously being due and payable to the undersigned for the Work. Subcontractor further affirms, represents and warrants that, except as noted above: (1) Subcontractor has no lien or claim of lien, either actual or potential, bond right or claim, or contractual right or claim for payment with respect to any Work performed, rendered, supplied or furnished by Subcontractor prior to the Release Date; and, (2) all persons and entities that have performed or rendered labor or services, or supplied

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or furnished materials, equipment, furniture and furnishings, to Subcontractor in connection with the Work have been paid in full, or upon receipt of the payment described above will be paid in full, all undisputed amounts, and Subcontractor has no knowledge of the filing of any lien, claim of lien, bond claim or contractual claim for payment by any such person or entity with respect to the Project.

Subcontractor acknowledges, affirms, represents and warrants that it has fully reviewed the terms and conditions of this waiver, that it is fully informed with respect to the legal effect of this waiver, and that it accepts the terms and conditions of this waiver in return for the payment recited above.

Given under hand and seal this 17 day of September, 2018.

Warco Construction, Inc.
(Company Name)

By: HG Warco Jr

Its: President

STATE OF NORTH CAROLINA

COUNTY OF Mecklenburg

The foregoing instrument was signed, sealed and acknowledged before me this 17th day of September, 2018, by the aforesaid representative, having been duly sworn and stating and affirming that he/she is duly authorized to give this Affidavit and that the foregoing statements are true.

Signed: Dana R Malone
Notary Public Dana R. Malone

Dana R. Malone
Notary Public
Cabarrus County, NC
My Commission Expires

(Notary Seal)

My Commission expires: 12/08/2020

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Balfour Beatty
Construction

Request for Payment

Pay Request # 7
Work Performed Through: 09/30/18

Subcontractor's Name: Chester Pool Systems, Inc
Subcontractor's Address: 5311 Foundation Blvd
New Albany, IN 47150

Phone Number: 800-248-5488
Fax Number:

Project Name: Hotel at Marion Square Job No.: 13026400 Date: 09/18/18
Owner: Library Associates, LLC

Description of Work: Stainless Steel Swimming Pool & Pool Lift

Original Contract Amount	$202,000.00	
Change Order Total Through C/O #: 2	$109,800.00	
Total Revised Contract	$311,800.00	
Previous Work Performed to Date(SSR)	$287,560.00	
Value of Materials Stored On Site	$0.00	
Value of Materials Stored Off Site	$0.00	
Current Month Gross	$24,240.00	
New Work Performed to Date	$311,800.00	
Less 10 % Retainage	$31,180.00	
Amount Earned to Date	$280,620.00	
Less Previous Net Billings	$258,804.00	
Less Adjustments/Joint Checks	$0.00	
Less Pending Back Charges	$0.00	
Total Amount this Requisition	$21,816.00	

Subcontract [X] Purchase Order [ ]
Other Contract Type:
Unit Price [ ] Lump Sum [X]
Bonded [-] Unbonded [X]
Subguard [ ] Alternate Plan [ ]

Contract Increased 20%?	Y [X]	N [ ]
If yes, bond rider received	Y [ ]	N [ ]
EEO Reports Current	Y [ ]	N [ ]
Certified Payrolls Current	Y [ ]	N [ ]
Insurance Status	FINALED	
Insurance Expiration Date	05/01/19	
Release Attached	Y [ ]	N [ ]
Tier/Supplier Release if Required	Y [ ]	N [ ]
Reducing Retention	Y [ ]	N [ ]
If reducing retainage, reducing Consent of Surety for retention reduction if bonded	From [ ] Y [ ]	To [X] N [ ]
New materials stored off site If yes, attach stored materials checklist	Y [ ]	N [X]
Final Payment If yes, see attached checklist	Y [ ]	N [X]

Owner Billing Number: 11
Owner Payment Rec'd Date:
Payment Terms: Pay When Paid
Pay Select #:

For Balfour Beatty Use Only:

CO #	Vendor #	Job #	Contract No.
50540	3713941	13026400	535305

Date	Invoice #	Description
09/30/18	13026400 - 07	13026400 . PE# 07 . 18.09

Gross Amount	Retainage Amt	Net Amount
$24,240.00	$1,212.00	$21,816.00

Trade Account?	Tax Code	Pay Item & Cost Code	Accrue Tax?
NO		400 51315100 40	NO

Hall Codes: 02- OWNER FUNDING ~~LTR & LT Waivers~~ NO lower tiers
~~Owner Waiver~~
PM APP

Approvals:
PM / Date
CA 09/18/18
PA / Date
APA / Date

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Bamhart Balfour Beatty

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

TO CONSTRUCTION MANAGER:
Balfour Beatty Construction
1930 Camden Rd. Suite 280
Charlotte, NC 28210

PROJECT: **HOTEL AT MARION SQUARE**

APPLICATION NO: **7**

Distribution to:
[X] OWNER
[X] ARCHITECT
[X] INSPECTOR

PERIOD TO: **9/30/2018**

FROM CONTRACTOR:
Chester Pool Systems
5311 Poundstin Blvd
New Albany, IN 47150

VIA ARCHITECT:

PROJECT NO **#13026000**

CONTRACT FOR: CONSTRUCTION

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1 ORIGINAL CONTRACT SUM	$	202,000.00
2 Net change by Change Orders	$	109,800.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	$	311,800.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	$	311,800.00
5. RETAINAGE	$	31,180.00
6 TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$	280,620.00
7 LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	258,804.00
8. CURRENT PAYMENT DUE	$	21,816.00
9 BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	31,180.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$118,300.00	($8,500.00)
Total approved this Month	$0.00	$0.00
TOTALS	$118,300.00	($8,500.00)
NET CHANGES by Change Order	$109,800.00	

The undersigned Construction Manager (CM) certifies that to the best of the CM'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 CM 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.

SUBCONTRACTOR
By: Robert Larson Date: 9/13/2018

CONTRACTOR
By: _____ Date: _____

CONSTRUCTION MANAGER:
By: _____ Date: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect advises the Owner that to the Architect's knowledge, information and belief the Work has progressed as indicated, the Work is in general accordance with the Contract Documents, and the Contractors are entitled to payment of the AMOUNT REQUESTED

AMOUNT REQUESTED . . . $ 21,816.00

(Attach explanation if amount requested differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount requested.)

ARCHITECT:
By _____ Date: _____

This Certificate is not negotiable. The AMOUNT REQUESTED 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.

AIA DOCUMENT G702 APPLICATION AND CERTIFICATION FOR PAYMENT - 1992 EDITION AIA ©1992 THE AMERICAN INSTITUTE OF ARCHITECTS 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006 5292
Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION 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 NO: 7
APPLICATION DATE: 9/13/18
PERIOD TO: 9/30/18

Balfour Beatty Project: 0

BID PACKAGE #	CONTRACTOR	SCHEDULED VALUE	TOTAL CHANGE ORDERS	REVISED CONTRACT	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E-F)	WORK COMPLETED THIS PERIOD (D - E)	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE 10%
1	Engineering, Submittals & Shop Drawings	24,240.00		24,240.00	24,240.00		-	24,240.00	100.00%	-	2,424.00
2	Materials	60,600.00		60,600.00	60,600.00	-	-	60,600.00	100.00%	-	6,060.00
3	Shop Fabrication	70,700.00		70,700.00	70,700.00	-	-	70,700.00	100.00%	-	7,070.00
4	Field Installation	22,220.00		22,220.00	22,220.00	-	-	22,220.00	100.00%	-	2,222.00
5	Clean Up	8,060.00		8,060.00		8,060.00	-	8,060.00	100.00%	-	806.00
6	Close Out	4,040.00		4,040.00		4,040.00	-	4,040.00	100.00%	-	404.00
7	Start Up & Owners Training	10,100.00		10,100.00		10,100.00	-	10,100.00	100.00%	-	1,010.00
8	Punch List	4,040.00		4,040.00		4,040.00	-	4,040.00	100.00%	-	404.00
9	Change Order 1 deck level water		22,000.00	22,000.00	22,000.00	-	-	22,000.00	100.00%	-	2,200.00
10	Change Order 3 Acrylic Pool Cover		77,350.00	77,350.00	77,350.00	-	-	77,350.00	100.00%	-	7,735.00
11	Change Order 4 Pool Tile Edge in lieu of Paver Edge		2,800.00	2,800.00	2,800.00	-	-	2,800.00	100.00%	-	280.00
12	Change Order 5 Engineering for Acrylic Pool Cover		7,650.00	7,650.00	7,650.00	-	-	7,650.00	100.00%	-	765.00
13				-			-	-	#DIV/0!	-	-
14				-			-	-	#DIV/0!	-	-
15				-			-	-	#DIV/0!	-	-
16				-			-	-	#DIV/0!	-	-
17				-			-	-	#DIV/0!	-	-
18				-			-	-	#DIV/0!	-	-
19				-			-	-	#DIV/0!	-	-
20				-			-	-	#DIV/0!	-	-
21				-			-	-	#DIV/0!	-	-
22				-			-	-	#DIV/0!	-	-
23				-			-	-	#DIV/0!	-	-
24				-			-	-	#DIV/0!	-	-
				-			-	-	#DIV/0!	-	-
	GRAND TOTALS	202,000.00	109,800.00	311,800.00	287,560.00	24,240.00	0.00	311,800.00	100.00%	0.00	31,180.00

R - 15506

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Subcontractor's and Other Lower Tier's Conditional Partial Waiver and Release of Lien
(Upon Progress Payment)

KNOW ALL MEN BY THESE PRESENTS:

That Chester Pool (the "Lienor") for and in consideration of the payment of the sum of $ 21,816.00 and other good and valuable consideration paid by Balfour Beatty Construction, LLC (the "Contractor") or Library Associates, LLC ("Owner"), receipt of which is hereby acknowledged, hereby releases, waives and quit claims to Contractor, the Owner, and their respective successors and assigns, all liens, lien rights, claims or demands of any kind whatsoever, which Lienor now has or might have against Contractor and/or Owner and/or the buildings and improvements on the premises legally described as: See Exhibit "A" attached hereto (the "Property") on account of labor and services performed and/or material furnished for the construction of any improvements thereon; except for retention, and open change order requests, claims or disputes identified as follows:

That the undersigned has the right and authority to execute this Conditional Partial Waiver and Release of Lien on behalf of the Lienor. That this is a waiver of all lien rights and other claims which Lienor has against the Property, the Contractor, and the Owner for all labor, material and services performed thereon, including all extras and change orders, that all laborers retained or employed by the Lienor for construction of improvements on the Property, all suppliers and sub-contractors of Lienor who have furnished labor, material and services for the undersigned for the construction of improvements on the Property, and all labor, services and materials used by the undersigned in the construction of said improvements, have been paid in full for work performed or materials supplied, up to and including the 30th day of September, 2018, excluding the items identified hereinabove, if any.

THE UNDERSIGNED ACKNOWLEDGES THAT THE CONTRACTOR AND OWNER AND OTHER PARTIES HAVE A RIGHT TO RELY UPON THIS WAIVER AND RELEASE AND THAT MAKING ANY FALSE STATEMENTS SHALL CONSTITUTE PERJURY AND PUNISHMENT CAN BE MADE IN ACCORDANCE WITH THE LAWS OF THE STATE OF SOUTH CAROLINA.

IN WITNESS THEREOF, I have hereunto set my hand seal this 18th day of September, 2018

Signed, sealed and delivered
in the presence of:

Robert Larson
Signature

Robert Larson
Print Name

Chester Pool Systems, Inc
a Kentucky corporation

Signature

Greg Carnforth, Vice President
Print Name & Title

STATE OF Indiana

COUNTY OF Clark

The foregoing instrument was acknowledged before me this 18th day of September, 2018, by Greg Carnforth, Vice President of Chester Pool Systems, Inc, a Kentucky corporation on, on behalf of the corporation. He/she is personally known to me or has produced Indiana drivers license (type of identification) as identification.

Candace Wilson
NOTARY PUBLIC, STATE OF Indiana

My Commission Expires: August 1, 2024

CANDACE WILSON
Notary Public
Clark County, State of Indiana
Commission Expires Aug. 1, 2024
Commission Number: 688755

Contour Realty

TIER RELEASE SCHEDULE & OCIP CONFIRMATION LOG

Job Name	
Job #	
Date Executed	
Project Exec's Name	
Administrator for the Plan #	
For Month Ending	

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
Subcontractors/Suppliers List all subs or suppliers who will perform work for this contract. Use business & license number	Indicate if not in bound in county of Project	Signed to Owner Controlled (Yes/No) (Tracking)	Date NTO Filed:	Enrolled Sub? (Tracking)	Has The Sub executed its OCIP "I" waiver: (Tracking)		Has the billed for work to date? which: (Tracking)		Cumulative dollar amount that billed for work/materials to date:	Title's owed waiver to dated (Enough)	Title's owed waiver is dated through: (as owed conditions)	Title's owed waiver PROVIDED IS PARTIAL or FINAL? (Select One		Comments:
SUBPAR TEST 123 Lagoon Dr Summerville SC 29407 843-554-7444	yes - FIT	NO	date		YES	NO	YES	NO	$12,123.00	4/24/2019	5/1/2019	PARTIAL	FINAL	Pre Event 2019
NA					YES	NO	YES	NO				PARTIAL	FINAL	
					YES	NO	YES	NO				PARTIAL	FINAL	
					YES	NO	YES	NO				PARTIAL	FINAL	
					YES	NO	YES	NO				PARTIAL	FINAL	
					YES	NO	YES	NO				PARTIAL	FINAL	
					YES	NO	YES	NO				PARTIAL	FINAL	
					YES	NO	YES	NO				PARTIAL	FINAL	
					YES	NO	YES	NO				PARTIAL	FINAL	
					YES	NO	YES	NO				PARTIAL	FINAL	
					YES	NO	YES	NO				PARTIAL	FINAL	
					YES	NO	YES	NO				PARTIAL	FINAL	
					YES	NO	YES	NO				PARTIAL	FINAL	
					YES	NO	YES	NO				PARTIAL	FINAL	
					YES	NO	YES	NO				PARTIAL	FINAL	
					YES	NO	YES	NO				PARTIAL	FINAL	
					YES	NO	YES	NO				PARTIAL	FINAL	
					YES	NO	YES	NO				PARTIAL	FINAL	
					YES	NO	YES	NO				PARTIAL	FINAL	
					YES	NO	YES	NO				PARTIAL	FINAL	
					YES	NO	YES	NO				PARTIAL	FINAL	

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Balfour Beatty
Construction

Request for Payment

Pay Request # 21
Work Performed Through: 09/30/18

Subcontractor's Name: Low Country Case & Millwork, Inc.
Subcontractor's Address: 3270 Benchmark Drive
Ladson, SC 29456

Phone Number: 704-609-5116
Fax Number:

Project Name: Hotel at Marion Square
Owner: Library Associates, LLC
Job No.: 13026400
Date: 09/13/18

Description of Work: Casework & Millwork Floors 3-8

Original Contract Amount	$1,051,032.00	
Change Order Total	$621,535.90	
Through C/O #: 0		
Total Revised Contract	$1,672,567.90	
Previous Work Performed to Date(SSR)	$1,605,091.90	
Value of Materials Stored On Site	$0.00	
Value of Materials Stored Off Site	$12,701.00	
Current Month Gross	$300.00	
New Work Performed to Date	$1,618,092.90	
Less 10 % Retainage	$80,904.65	
Amount Earned to Date	$1,537,188.25	
Less Previous Net Billings	$1,524,837.31	
Less Adjustments/Joint Checks	$0.00	
Less Pending Back Charges	$0.00	
Total Amount this Requisition	$12,350.94	

Subcontract [X] Purchase Order [ ]
Other Contract Type:
Unit Price [ ] Lump Sum [X]
Bonded [ ] Unbonded [X]
Subguard [ ] Alternate Plan [ ]

Contract Increased 20%?	Y [X]	N [ ]
If yes, bond rider received	Y [ ]	N [ ]
EEO Reports Current	Y [ ]	N [ ]
Certified Payrolls Current	Y [ ]	N [ ]
Insurance Status	Finaled	
Insurance Expiration Date	08/04/19	
Release Attached	Y [ ]	N [ ]
Tier/Supplier Release if Required	Y [ ]	N [ ]
Reducing Retention	Y [ ]	N [ ]
If reducing retainage, reducing	From [ ]	To [X]
Consent of Surety for retention reduction if bonded	Y [ ]	N [ ]
New materials stored off site If yes, attach stored materials checklist	Y [ ]	N [X]
Final Payment If yes, see attached checklist	Y [ ]	N [X]

Owner Billing Number: N/A
Owner Payment Rec'd Date:
Payment Terms: Pay When Paid
Pay Select #:

For Balfour Beatty Use Only:

	CO #	Vendor #	Job #	Contract No.
	50000	3798186	13026000	

Date	Invoice #	Description
09/30/18	13026400 - 21	13026400 . PE# 21 | . 180930

Gross Amount	Retainage Amt	Net Amount
$300.00	$161,609.29	$12,350.94

Trade Account?	Tax Code	Pay Item & Cost Code	Accrue Tax?
NO			NO

Hall Codes: PM APP
O/F stored materials

Approvals:
PM / Date
CA 09/13/18
PA / Date
APA / Date

ELECTRONICALLY FILED - 2023 May 16 9:07 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER: Balfour Beatty Construction
1520 Camden Rd Suite 200
Charlotte, NC 28210

HOTEL AT MARION SQUARE

APPLICATION NO: 21

DISTRIBUTION TO:
X OWNER
X ARCHITECT
X INSPECTOR

PERIOD TO: 12/6/18

FROM CONTRACTOR: Low Country Case and Millwork
3270 Benchmark Drive
Ladson, SC 29456

VIA ARCHITECT:

PROJECT NO: #13026000

CONTRACT FOR CONSTRUCTION:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	$	1,061,032.00
2. Net change by Change Orders	$	621,335.30
3. CONTRACT SUM TO DATE (Line 1 ± 2)	$	1,682,367.30
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	$	1,615,092.56
5. RETAINAGE	$	80,904.65
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$	1,537,188.26
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	1,524,837.32
8. CURRENT PAYMENT DUE	$	12,350.94
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	155,179.05

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$619,212.00	($33,199.00)
Total approved this Month	$5,322.00	
TOTALS	$624,534.00	($33,199.00)
NET CHANGES by Change Order	$621,335.00	

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

CONTRACTOR
By: David Stanislat Date: 9/12/18

CONTRACTOR
By: _____ Date: _____

CONSTRUCTION MANAGER
By: _____ Date: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect advises the Owner that to the Architect's knowledge, information and belief the Work has progressed as indicated, the Work is in general accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT REQUESTED.

AMOUNT REQUESTED: $ 12,350.94

(Attach explanation if amount requested differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT REQUESTED 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.

Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee

CONTINUATION SHEET

Balfour Beatty Project

ITEM NO.	CONTRACTOR	SCHEDULED VALUE	TOTAL CHANGE ORDERS	REVISED CONTRACT	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
1	Mock Up	5,863.00		5,863.00	5,863.00	-	-	5,863.00	100.00%	-	340.15
2	3rd Floor	214,057.00		214,057.00	214,057.00		-	214,057.00	100.00%	-	10,702.85
3	4th Floor	217,623.00		217,623.00	217,623.00		-	217,623.00	100.00%	-	10,881.15
4	5th Floor	205,043.00		205,043.00	205,043.00		-	205,043.00	100.00%	-	10,252.15
5	6th Floor	125,165.00		125,165.00	125,165.00		-	125,165.00	100.00%	-	6,258.25
6	7th Floor	131,997.00		131,997.00	131,997.00		-	131,997.00	100.00%	-	6,599.85
7	8th Floor	139,521.00		139,521.00	139,521.00		-	139,521.00	100.00%	-	6,976.05
8	Concierge	4,736.00		4,736.00	4,736.00		-	4,736.00	100.00%	-	236.80
9	Manager	6,027.00		6,027.00	6,027.00		-	6,027.00	100.00%	-	301.35
10	Change Order 1	-		-	-	-	-	-	#DIV/0!	-	-
11	Change Order 2	3,880.00		3,880.00	3,880.00	-	-	3,880.00	100.00%	-	194.00
12	Change Order 3	1,320.00		1,320.00	1,320.00	-	-	1,320.00	100.00%	-	66.00
13	Change Order 4	203,088.00		203,088.00	203,088.00	-	-	203,088.00	100.00%	-	10,154.40
14	Change Order 5	14,759.00		14,759.00	14,759.00	-	-	14,759.00	100.00%	-	737.95
15	Change Order 6	44,749.00		44,749.00	44,749.00	-	-	44,749.00	100.00%	-	2,237.45
16	Change Order 7	5,375.00		5,375.00	5,375.00	-	-	5,375.00	100.00%	-	268.75
17	Change Order 8	16,146.00		16,146.00	-	-	-	-	0.00%	16,146.00	-
18	Change Order 9	17,009.37		17,009.37	17,009.37	-	-	17,009.37	100.00%	-	850.47
19	Change Order 10	1,698.00		1,698.00	1,698.00	-	-	1,698.00	100.00%	-	84.90
20	Change Order 11	7,710.00		7,710.00	7,710.00	-	-	7,710.00	100.00%	-	385.50
21	Change Order 12	1,397.00		1,397.00	1,397.00	-	-	1,397.00	100.00%	-	69.85
22	Change Order 13	71,482.00		71,482.00	71,482.00	-	-	71,482.00	100.00%	-	3,574.10
23	Change Order 14	17,488.00		17,488.00	17,488.00	-	-	17,488.00	100.00%	-	874.40
24	Change Order 15	45,418.00		45,418.00	45,418.00	-	-	45,418.00	100.00%	-	2,270.90
25	Change Order 16	3,120.53		3,120.53	3,120.53	-	-	3,120.53	100.00%	-	156.03
26	Change Order 17	1,322.00		1,322.00	1,322.00	-	-	1,322.00	100.00%	-	66.10
27	Change Order 18	9,768.00		9,768.00	9,768.00	-	-	9,768.00	100.00%	-	488.40
28	Change Order 19	9,726.00		9,726.00	9,726.00	-	-	9,725.00	100.00%	-	486.30
29	Change Order 20	4,100.00		4,100.00	4,100.00	-	-	4,100.00	100.00%	-	205.00
30	Change Order 21	(719.00)		(719.00)	(719.00)	-	-	(719.00)	100.00%	-	(35.95)
31	Change Order 22	28,935.00		28,935.00	28,935.00	-	-	28,935.00	100.00%	-	1,446.75
32	Change Order 23	3,121.00		3,121.00	3,121.00	-	-	3,121.00	100.00%	-	156.05
33	Change Order 24	39,725.00		39,725.00	39,725.00	-	-	39,725.00	100.00%	-	1,986.25
34	Change Order 25	1,781.00		1,781.00	1,781.00	-	-	1,781.00	100.00%	-	89.05

R 1551

CONTINUATION SHEET

ITEM NO	CONTRACTOR	SCHEDULED VALUE	CHANGE ORDER	CONTRACT TO DATE	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH (C-G)	RETAINAGE
34	Change Order 26	(10,973.00)		(10,973.00)	(10,973.00)	-	-	(10,973.00)	100.00%	-	(548.65)
35	Change Order 27	(21,507.00)		(21,507.00)	(21,507.00)	-	-	(21,507.00)	100.00%	-	(1,075.35)
36	Change Order 28	9,024.00		9,024.00	9,024.00	-		9,024.00	100.00%	-	451.20
37	Change Order 29	1,558.00		1,558.00	1,558.00	-		1,558.00	100.00%	-	77.90
38	Change Order 30	77,674.00		77,674.00	32,166.00	-	10,849.00	32,166.00	41.41%	45,508.00	1,608.30
39	Change Order 31	6,526.00	✓	6,526.00	6,526.00	-		6,526.00	100.00%	-	326.30
40	Change Order 32	1,313.00	✓	1,313.00	1,013.00	300.00	-	1,313.00	100.00%	-	65.65
41	Change Order 33	5,522.00	✓	5,522.00	-		1,852.00	-	0.00%	5,522.00	-
	GRAND TOTALS	**1,672,567.90**	**0.00**	**1,672,567.90**	**1,605,091.90**	**300.00**	**12,701.00**	**1,618,092.90**	**96.74%**	**54,475.00**	**80,268.50**

R - 15512

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Subcontractor's and Other Lower Tier's Conditional Partial Waiver and Release of Lien
(Upon Progress Payment)

KNOW ALL MEN BY THESE PRESENTS:

That [redacted] (the "Lienor") for and in consideration of the payment of the sum of $ [redacted] and other good and valuable consideration paid by Balfour Beatty Construction, LLC (the "Contractor") or Library Associates, LLC ("Owner"), receipt of which is hereby acknowledged, hereby releases, waives and quit claims to Contractor, the Owner, and their respective successors and assigns, all liens, lien rights, claims or demands of any kind whatsoever, which Lienor now has or might have against Contractor and/or Owner and/or the buildings and improvements on the premises legally described as: See Exhibit "A" attached hereto (the "Property") on account of labor and services performed and/or material furnished for the construction of any improvements thereon, except for retention, and open change order requests, claims or disputes identified as follows.

That the undersigned has the right and authority to execute this Conditional Partial Waiver and Release of Lien on behalf of the Lienor. That this is a waiver of all lien rights and other claims which Lienor has against the Property, the Contractor, and the Owner for all labor, material and services performed thereon, including all extras and change orders, that all laborers retained or employed by the Lienor for construction of improvements on the Property, all suppliers and sub contractors of Lienor who have furnished labor, material and services for the undersigned for the construction of improvements on the Property, and all labor, services and materials used by the undersigned in the construction of said improvements, have been paid in full for work performed or materials supplied, up to and including the [redacted] day of [redacted], 20[redacted], excluding the items identified hereinabove, if any.

THE UNDERSIGNED ACKNOWLEDGES THAT THE CONTRACTOR AND OWNER AND OTHER PARTIES HAVE A RIGHT TO RELY UPON THIS WAIVER AND RELEASE AND THAT MAKING ANY FALSE STATEMENTS SHALL CONSTITUTE PERJURY AND PUNISHMENT CAN BE MADE IN ACCORDANCE WITH THE LAWS OF THE STATE OF SOUTH CAROLINA.

IN WITNESS THEREOF, I have hereunto set my hand seal this 12th day of September, 2018

Signed, sealed and delivered
in the presence of:

B. Daymon
Signature
Brittaney Gaymon
Print Name

Low Country Case and Millwork
a South Carolina corporation

David Stasiukaitis
Signature
David Stasiukaitis, CEO
Print Name & Title

STATE OF South Carolina

COUNTY OF Charleston

The foregoing instrument was acknowledged before me this 12th day of September 2018 by David Stasiukaitis CEO of Low Country Cases & Millwork a SC corporation on, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

Amy E. Stasiukaitis
NOTARY PUBLIC, STATE OF SC

My Commission Expires: 4-4-2026

NOTARY PUBLIC SOUTH CAROLINA AMY E. STASIUKAITIS

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DEFENDANT LIBRARY ASSOCIATES, LLC'S

TRIAL EXHIBIT #35

Part 2 of 2

ELECTRONICALLY FILED - 2023 May 16 9:07 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Material Bill of Sale

TO Balfour Beatty Construction, LLC

REGARDING Material Bill of Sale, Conditional Upon Receipt of Payment

DATE 09/12/18

We hereby transfer convey and assign title for the property described below and located at the address indicated below to BALFOUR BEATTY CONSTRUCTION, LLC for the sum of ($12,701 00) thirty three thousand one hundred seventy nine Dollars.

We further certify that we have full title to this material and that we will defend same against any and all claims

Material Description: Registration Desk, Bell Stand, Bridal Suite Doors

Stored Address 4144 Carolina Commerce Parkway, Ladson SC 29456

Sum Total Value: $12,701.00

Witness:

B. Gaymon

Brittaney Gaymon

Subcontractor:

David Stasiukaitis

David Stasiukaitis, CEO

Name & Title

State of South Carolina

County of Charleston

The foregoing instrument was acknowledged before me this 18th day of September 20 18, by David Stasiukaitis as CEO of Low Country Case & Millwork

My Commission Expires Amy E. Stasiukaitis (Seal)

Notary Public

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STORAGE RECEIPT

Date 09/12/18

This is to certify that the undersigned holds on storage at 4144 Carolina Commerce Parkway, Ladson, SC 29456 the following described building material, consisting of and that it will deliver or surrender same to Balfour Beatty Construction, LLC at the Jobsite or other designated location; All payments due for said material in the amount of $12,701.00, not including the amount of $635.05 being held as retainage under the Agreement between Balfour Beatty Construction, LLC and _____ Low Country Case and Millwork (Subcontractor/Vendor) having been made and are hereby acknowledged by the undersigned

Low Country Case and Millwork (Subcontractor/Vendor) does hereby acknowledge responsibility to deliver and install Registration, Bell, and Bridal Suite Doors in accordance with the agreements between Balfour Beatty Construction, LLC and Low Country Case and Millwork(Subcontractor/Vendor) for the guestroom millwork (scope of work)

If storage at 3rd Party Warehouse, by signing below, the Warehouseman represents that all warehouse charges have been paid in advance through period ending _____. **(N/A if stored at Subcontractor's facilities)**

By signing below, the Warehouseman, if applicable, and Subcontractor acknowledge and agree that Balfour Beatty Construction or the Owner shall have accessibility to the storage premises until materials are fully delivered to the jobsite.

BY: _____
Warehouseman (if applicable)

BY: David Stanislat
Subcontractor / Vendor

BY: _____
Balfour Beatty Construction, LLC

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HOTEL AT MARION SQUARE - FLOORS 3-8

Stored Material Log

	August			September		
	Added to SM	Removed from SM (Installed)	Total Stored at Month's End	Added to SM	Removed from SM (Installed)	Total Stored at Month's End
MOCK UP						
Millwork			$0			$0
Casework			$0			$0
3RD FLOOR						
GUEST ROOMS						
Base (4,345)			$0			$0
Small Crown (3,818)			$0			$0
Large Crown (3,093)			$0			$0
Door Casing (7,100)			$0			$0
Ceiling Trim (1,515)			$0			$0
CORRIDOR						
Base (955)			$0			$0
Small Crown (745)			$0			$0
Door Casing (1,180)			$0			$0
Portals			$0			$0
CASEWORK						
Corner Cabinets			$0			$0
Vanities			$0			$0
Closets			$0			$0
Linen Shelving			$0			$0
4TH FLOOR						
GUEST ROOMS						
Base (4,345)			$0			$0
Small Crown (3,825)			$0			$0
Large Crown (3,093)			$0			$0
Door Casing (6,938)			$0			$0
Ceiling Trim (1,515)			$0			$0
CORRIDOR						
Base (930)			$0			$0
Small Crown (818)			$0			$0
Door Casing (1,140)			$0			$0
Portals		$0	$0		$0	$0
CASEWORK						
Corner Cabinets			$0			$0
Vanities			$0			$0
Closets			$0			$0
Linen Shelving			$0			$0
5TH FLOOR						
GUEST ROOMS						
Base (4,203)			$0			$0
Small Crown (3,638)			$0			$0

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Large Crown (2,946)			$0			$0
Door Casing (6,680)			$0			$0
Ceiling Trim (1,435)			$0			$0
CORRIDOR						
Base (853)			$0			$0
Small Crown (736)			$0			$0
Door Casing (1,160)			$0			$0
Portals			$0			$0
CASEWORK						
Corner Cabinets			$0			$0
Vanities			$0			$0
Closets			$0			$0
Linen Shelving			$0			$0
6TH FLOOR						
GUEST ROOMS						
Base (2,211)			$0			$0
Small Crown (2,014)			$0			$0
Large Crown (1,512)			$0			$0
Door Casing (3,618)			$0			$0
Ceiling Trim (755)			$0			$0
CORRIDOR						
Base (705)			$0			$0
Small Crown (651)			$0			$0
Door Casing (780)			$0			$0
Portals			$0			$0
CASEWORK						
Corner Cabinets			$0			$0
Vanities			$0			$0
Closets			$0			$0
Linen Shelving			$0			$0
7TH FLOOR						
GUEST ROOMS						
Base (2,613)			$0			$0
Small Crown (2,410)	$0		$0	$0		$0
Large Crown (1,722)			$0			$0
Door Casing (3,826)			$0			$0
Ceiling Trim (915)			$0			$0
CORRIDOR						
Base (691)			$0			$0
Small Crown (631)			$0			$0
Door Casing (760)			$0			$0
Portals			$0			$0
CASEWORK						
Corner Cabinets			$0			$0
Vanities			$0			$0
Closets			$0			$0
Linen Shelving			$0			$0
8TH FLOOR						

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GUEST ROOMS						
Base (2,835)			$0			$0
Small Crown (2,595)			$0			$0
Large Crown (1,885)			$0			$0
Door Casing (4,190)			$0			$0
Ceiling Trim (995)			$0			$0
CORRIDOR						
Base (712)			$0			$0
Small Crown (646)			$0			$0
Door Casing (800)			$0			$0
Portals			$0			$0
CASEWORK			$0			$0
Corner Cabinets			$0			$0
Vanities			$0			$0
Closets			$0			$0
Linen Shelving			$0			$0
CONCIERGE						
Base & Crown			$0			$0
MANAGER						
Base & Crown			$0			$0
Change Order 4						
Ballrooms MOD 1-8			$0			$0
Camelia's MOD 1-8			$0			$0
Guest Tub Mould			$0			$0
Private Dining Mod 1-8			$0			$0
Change Order 6						
Spa Casework		$0	$0		$0	$0
Spa Millwork			$0			$0
Change Order 7						
Camelia's Lounge			$0			$0
Change Order 9						
Private Dining SI 46			$0			$0
Change Order 14						
Concierge Casework	$0		$0	$0		$0
Change Order 18						

9th Floor Plaster	$0	$0	$0	$0	$0	$0
Change Order 20						
Rooftop Bar						
Change Order 30						
Registration Desk	$20,659		$20,659	$8,263		$28,922
Bell Stand	$6,464		$6,464	$2,585		$9,049
Hostess Stand	$5,044		$5,044			$5,044
Change Order 32						
L9 Bar Foot Rail	$1,013		$1,013		$1,013	$0
Change Order 33						
Bridal Suite Doors			$0	$1,852		$1,852
	$33,180	$0	$33,180	$12,700	$1,013	$44,867

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YANDLED

ACORD

EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY) 9/12/2018

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY | PHONE (A/C, No, Ext): (888) 326-4498

Insurance Office of America, Inc.
1221 Bower Parkway
Suite 101
Columbia, SC 29212-3732

FAX (A/C, No): (803) 957-4945 | E-MAIL ADDRESS:

CODE: SUB CODE:

AGENCY CUSTOMER ID #: LOWCCAS-01 License # 0E67768

INSURED LOW COUNTRY CASE & MILLWORK INC.
3270 Benchmark Drive
Ladson, SC 29456

COMPANY
Wesco Insurance Company
59 Maiden Lane, 6th Floor
New York, NY 10038

LOAN NUMBER | POLICY NUMBER WPP108312006

EFFECTIVE DATE 8/4/2018 | EXPIRATION DATE 8/4/2019 | CONTINUED UNTIL TERMINATED IF CHECKED

THIS REPLACES PRIOR EVIDENCE DATED:

PROPERTY INFORMATION

LOCATION/DESCRIPTION
Loc # 3, Bldg # 1, 4144 Carolina Commerce Parkway, Ladson, SC 29456, New Office/Warehouse/Mfg.

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION

PERILS INSURED | BASIC | BROAD | SPECIAL

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Loc # 3, Bldg # 1		
Property of Others, Special (Including theft)	$44,867	5,000

REMARKS (Including Special Conditions)

Special Conditions:
18/19 Balfour Beatty HMS Guest Floors @ Marion Square stored materials $44,867 9/12/18

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

NAME AND ADDRESS

Balfour Beatty Construction
1930 Camden Rd
Suite 280
Charlotte, NC 28210

ADDITIONAL INSURED | LENDER'S LOSS PAYABLE | LOSS PAYEE
MORTGAGEE

LOAN #

AUTHORIZED REPRESENTATIVE

R - 15521

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Balfour Beatty
Construction

Request for Payment

Pay Request # PE20
Work Performed Through: 08/30/18

Subcontractor's Name: Low Country Case & Millwork, Inc.
Subcontractor's Address: 3270 Benchmark Drive
Ladson, SC 29456

Phone Number: 704-609-5118
Fax Number:

Project Name: Hotel at Marion Square Job No.: 13026100 Date: 08/21/18
Owner: Library Associates, LLC

Description of Work:	Casework & Millwork Floors 1, 2, & 9	
Original Contract Amount	$1,071,713.00	
Change Order Total (Through C/O #: 0)	$249,759.00	
Total Revised Contract	$1,321,472.00	
Previous Work Performed to Date(SSR)	$1,253,865.00	
Value of Materials Stored On Site	$0.00	
Value of Materials Stored Off Site	$0.00	
Current Month Gross	$11,167.00	
New Work Performed to Date	$1,265,032.00	
Less 5 % Retainage	$63,251.60	
Amount Earned to Date	$1,201,780.40	
Less Previous Net Billings	$1,191,171.75	
Less Adjustments/Joint Checks	$0.00	
Less Pending Back Charges	$0.00	
Total Amount this Requisition	$10,608.65	

Subcontract [X] Purchase Order [ ]
Other Contract Type:
Unit Price [ ] Lump Sum [X]
Bonded [ ] Unbonded [X]
Subguard [ ] Alternate Plan [ ]

Contract Increased 20%?	Y [X]	N [ ]
If yes, bond rider received	Y [ ]	N [ ]
EEO Reports Current	Y [ ]	N [ ]
Certified Payrolls Current	Y [ ]	N [ ]
Insurance Status	Finaled	
Insurance Expiration Date	08/04/19	
Release Attached	Y [ ]	N [ ]
Tier/Supplier Release if Required	Y [ ]	N [ ]
Reducing Retention	Y [ ]	N [ ]
If reducing retainage, reducing	From [ ]	To [X]
Consent of Surety for retention reduction if bonded	Y [ ]	N [ ]
Now materials stored off site If yes, attach stored materials checklist	Y [ ]	N [X]
Final Payment If yes, see attached checklist	Y [ ]	N [X]

Owner Billing Number: N/A
Owner Payment Rec'd Date:
Payment Terms: Pay When Paid
Pay Select #:

For Balfour Beatty Use Only:

	CO #	Vendor #	Job #	Contract No.
	50000	3798186	13026000	640007
Date	**Invoice #**	**Description**		
08/30/18	13026100 - PE20	13026100 . PE# PE20 . 180830		
Gross Amount		**Retainage Amt**	**Net Amount**	
$11,167.00		$126,503.20	$10,608.65	
Trade Account?	**Tax Code**	**Pay Item & Cost Code**		**Accrue Tax?**
NO				NO

Hold Codes: PM APP CO'S
O/F

Approvals:
PM / Date
CA 09/13/18
PA / Date
APA / Date

R - 15522

Barnhart Balfour Beatty

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

TO CONSTRUCTION MANAGER:
Balfour Beatty Construction
1930 Camden Rd. Suite 280
Charlotte, NC 28210

PROJECT: **HOTEL AT MARION SQUARE - Cor**

APPLICATION NO: **20**

PERIOD TO: **42674**

Distribution to:
X OWNER
X ARCHITECT
X INSPECTOR

FROM CONTRACTOR:
Low Country Case and Millwork
3270 Benchmark Drive
Ladson, SC 29456

VIA ARCHITECT:

PROJECT NO: **#13026000**

CONTRACT FOR: CONSTRUCTION

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	$	1,071,713.00
2. Net change by Change Orders	$	249,759.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	$	1,321,472.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	$	1,265,032.00
5. RETAINAGE	$	63,251.60
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$	1,201,780.40
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	1,191,171.75
8. CURRENT PAYMENT DUE	$	10,608.65
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	119,691.60

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$243,218.00	$0.00
Total approved this Month	$6,541.00	$0.00
TOTALS	$249,759.00	$0.00
NET CHANGES by Change Order	$249,759.00	

The undersigned Construction Manager (CM) certifies that to the best of the CM'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 CM 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

SUBCONTRACTOR
By: David Stanulat Date: 9/12/18

CONTRACTOR
By: _____ Date: _____

CONSTRUCTION MANAGER:
By: _____ Date: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect advises the Owner that to the Architect's knowledge, information and belief the Work has progressed as indicated, the Work is in general accordance with the Contract Documents, and the Contractors are entitled to payment of the AMOUNT REQUESTED

AMOUNT REQUESTED . . . . . $ 10,608.65

(Attach explanation if amount requested differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount requested.)

ARCHITECT

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT REQUESTED 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.

AIA DOCUMENT G702 - APPLICATION AND CERTIFICATION FOR PAYMENT - 1992 EDITION - AIA - ©1992
THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292
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CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION 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 NO: 2
APPLICATION DATE: 9/12/2
PERIOD TO: 9/30/2

Balfour Beatty Project

BID PACKAGE #	CONTRACTOR	SCHEDULED VALUE	TOTAL CHANGE ORDERS	REVISED CONTRACT	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E+F)	WORK COMPLETED THIS PERIOD (II - E)	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE 5%
1	1st Floor - Millwork	296,567.00	-	296,567.00	296,567.00	-	-	296,567.00	100.00%	-	14,828.3
2	1st Floor - Casework	163,776.00		163,776.00	162,395.00	1,381.00	-	163,776.00	100.00%	-	8,188.8
3	2nd Floor - Millwork	255,473.00		255,473.00	255,473.00	-		255,473.00	100.00%	-	12,773.6
4	2nd Floor - Casework	42,175.00		42,175.00	42,176.00	(1.00)	-	42,175.00	100.00%	-	2,108.7
5	2nd Floor Spa - Millwork	44,442.00		44,442.00	44,442.00	-	-	44,442.00	100.00%	-	2,222.1
6	Concierge - Millwork	16,340.00		16,340.00	16,340.00	-	-	16,340.00	100.00%	-	817.0
7	Concierge - Casework	4,654.00		4,654.00	4,654.00	-	-	4,654.00	100.00%	-	232.7
8	Managers Apartment - Millwork	36,306.00		36,306.00			-	-	0.00%	36,306.00	-
9	Managers Apartment - Casework	20,133.00		20,133.00			-	-	0.00%	20,133.00	-
10	Rooftop - Millwork	53,959.00		53,959.00	53,958.00	-	-	53,958.00	100.00%	1.00	2,697.9
11	Rooftop - Casework	48,193.00		48,193.00	44,947.00	3,246.00	-	48,193.00	100.00%	-	2,409.6
12	Elevator Lobbies - Millwork	26,606.00		26,606.00	26,606.00	-	-	26,606.00	100.00%	-	1,330.3
13	Elevator Cabinets	36,949.00		36,949.00	36,949.00	-	-	36,949.00	100.00%	-	1,847.4
14	Bonding	26,140.00		26,140.00	26,140.00	-	-	26,140.00	100.00%	-	1,307.0
15	Change Order 1	30,013.00		30,013.00	30,013.00	-	-	30,013.00	100.00%	-	1,500.6
16	Change Order 2	126,088.00		126,088.00	126,088.00	-	-	126,088.00	100.00%	-	6,304.4
17	Change Order 3	2,398.00		2,398.00	2,398.00	-	-	2,398.00	100.00%	-	119.9
18	Change Order 4 (Moved from CCO 005 - May)	1,949.00		1,949.00	1,949.00			1,949.00	100.00%	-	97.4
19	Change Order 5 (Moved from CCO 004, 008)	5,658.00		5,658.00	5,658.00	-		5,658.00	100.00%	-	282.9
20	Change Order 6 (Patisserie)	4,103.00		4,103.00	4,103.00	-		4,103.00	100.00%	-	205.1
21	Change Order 7 (Priv Dining)	2,363.00		2,363.00	2,363.00	-		2,363.00	100.00%	-	118.1
22	Change Order 8 (CCO 006)	3,540.00		3,540.00	3,540.00	-		3,540.00	100.00%	-	177.0
23	Change Order 9 (CCO 006.02 & 008.02)	13,226.00		13,226.00	13,226.00						
24	Change Order 10 (Elevator Lobby Changes)	(3,706.00)		(3,706.00)	-	(3,706.00)					
25	CCD 006 - Stair 04	16,338.00		16,338.00	12,995.00	3,343.00	-	16,338.00	100.00%	-	816.9
26	CCD 008 - Manager's Apartment	47,789.00		47,789.00	40,885.00	6,904.00	-	6,904.00	16.89%	33,981.00	345.2
27	CCD 009a - Registration			-			-	-	#DIV/0!	-	-
28	CCD 009b - Bell Hop			-			-	-	#DIV/0!	-	-
29	CCD 009C - Waitress Stand			-			-	-	#DIV/0!	-	-
30				-			-	-	#DIV/0!	-	-
31				-			-	-	#DIV/0!	-	-
32				-			-	-	#DIV/0!	-	-
33											
	GRAND TOTALS	1,321,472.00	0.00	1,321,472.00	1,253,865.00	11,167.00	0.00	1,265,032.00	95.73%	56,440.00	60,731.3

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Balfour Beatty
Construction

TIER RELEASE SCHEDULE

Job Name	Hotel at Marion Square
Job #	13026000
Date Prepared:	9/12/2018
PRIME SUB'S NAME	Low Country Case and Millwork
Attachment for Pay Req #:	20
for Month Ending:	9/30/2018

A	B	C	D	E	F		G	H	I	J		K
Subcontractors/Suppliers List all subs or suppliers who will perform work for this contract. List Address & Phone Number	Indicate if tier is based in county of Project	Notice to Owner Filed?(NTO) (Yes/No)	Date NTO Filed:	Bonded Sub? (Yes/No)	Has tier billed for work to date? select: (Yes/No)		Cumulative dollar amount tier billed for work/materials to date:	Tier's most recent invoice is dated through:	Tier's most recent release is dated through: *(as noed on releases)*	Tier's most recent release is PARTIAL or FINAL? Select One		Comments:
SAMPLE TIER *123 Example Dr.* *Somewhere, NC 27607* *919-834-1234*	*yes - PIT*	*NO*	*N/A*		*YES*	*NO*	*$12,123.00*	*4/27/2010*	*3/31/2010*	*PARTIAL*	*FINAL*	*thru March 2010*
Low Country Case and Millwork	Yes - Chas			Yes	YES	NO	$1,265,032.00	9/30/2018	9/30/2018	PARTIAL	FINAL	thru September 2018
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	

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Subcontractor's and Other Lower Tier's Conditional Partial Waiver and Release of Lien
(Upon Progress Payment)

KNOW ALL MEN BY THESE PRESENTS:

That Low Country Case and Millwork (the "Lienor") for and in consideration of the payment of the sum of $ 10,608.65 and other good and valuable consideration paid by Balfour Beatty Construction, LLC (the "Contractor") or Library Associates, LLC ("Owner"), receipt of which is hereby acknowledged, hereby releases, waives and quit claims to Contractor, the Owner, and their respective successors and assigns, all liens, lien rights, claims or demands of any kind whatsoever, which Lienor now has or might have against Contractor and/or Owner and/or the buildings and improvements on the premises legally described as: See Exhibit "A" attached hereto (the "Property") on account of labor and services performed and/or material furnished for the construction of any improvements thereon; except for retention, and open change order requests, claims or disputes identified as follows:

That the undersigned has the right and authority to execute this Conditional Partial Waiver and Release of Lien on behalf of the Lienor. That this is a waiver of all lien rights and other claims which Lienor has against the Property, the Contractor, and the Owner for all labor, material and services performed thereon, including all extras and change orders, that all laborers retained or employed by the Lienor for construction of improvements on the Property, all suppliers and sub-contractors of Lienor who have furnished labor, material and services for the undersigned for the construction of improvements on the Property, and all labor, services and materials used by the undersigned in the construction of said improvements, have been paid in full for work performed or materials supplied, up to and including the 30th day of September, 2018, excluding the items identified hereinabove, if any.

THE UNDERSIGNED ACKNOWLEDGES THAT THE CONTRACTOR AND OWNER AND OTHER PARTIES HAVE A RIGHT TO RELY UPON THIS WAIVER AND RELEASE AND THAT MAKING ANY FALSE STATEMENTS SHALL CONSTITUTE PERJURY AND PUNISHMENT CAN BE MADE IN ACCORDANCE WITH THE LAWS OF THE STATE OF SOUTH CAROLINA.

IN WITNESS THEREOF, I have hereunto set my hand seal this 12th day of September, 2018

Signed, sealed and delivered
in the presence of:

B. Maymon
Signature
BriHaney Gaymon
Print Name

Low Country Case & Millwork
a South Carolina corporation

David Stasiukaitis
Signature
David Stasiukaitis, CEO
Print Name & Title

STATE OF South Carolina
COUNTY OF Charleston

The foregoing instrument was acknowledged before me this 12th day of September, 2018 by David Stasiukaitis CEO of Low Country Case & Millwork a SC corporation on, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

Clay E. Stasiukaitis
NOTARY PUBLIC, STATE OF SC

My Commission Expires: 4-4-2022

Low Country Case and Millwork
PO BOX 347
Ladson, SC 29456
Phone 843.797.0881 Fax 843.797.0883
www.LCCM.com

DATE: September 12, 2018
Invoice #: 2016-01.008.05
JOB NAME: *HMS CCD 008 Manager's Apartment*

Customer: Balfour Beatty

CCD #008 - MANAGER'S APARTMENT

			Subtotal	Overhead (15%)	
Materials			$13,971	$2,096	$16,067
Labor	Hours	Rate	Subtotal	Overhead (15%)	
CEO	1.0	$100	$100	$15	$115
Accounting	1.5	$40	$60	$9	$69
Estimating	10.5	$40	$420	$63	$483
PM	99.75	$75	$7,481	$1,122	$8,603
Engineer	17.5	$75	$1,313	$197	$1,509
CNC	8.0	$75	$600	$90	$690
Manufacturing	113.5	$30	$3,405	$511	$3,916
Finishing	82.5	$30	$2,475	$371	$2,846
Install Supervisor	27.0	$60	$1,620	$243	$1,863
Installation	486.5	$40	$19,460	$2,919	$22,379
	847.75		$36,934	$5,540	$42,474
Subtotal					$58,540
AWI Fee					$293
Bonding					$1,471
TOTAL					$60,304
LESS: Invoice 2016-01.008.01					-$4,405
LESS: Invoice 2016-01.008.02					-$8,110
LESS: Invoice 2016-01.008.03					-$31,975
LESS: Invoice 2016-01.008.04					-$8,910
				TOTAL	**$6,904**

DUE AND PAYABLE UPON RECEIPT OF INVOICE.
THANK YOU FOR YOUR BUSINESS!

AWI

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Low Country Case and Millwork
PO BOX 347
Ladson, SC 29456
Phone 843.797.0881 Fax 843.797.0883
www.lccm.com

DATE: September 12, 2018
Invoice #: 2016-01.006.04
JOB NAME: *HMS CCD 006 Stair 04*

Customer: Balfour Beatty

CCD #006 - STAIR 04

			Subtotal	Overhead (15%)	
Materials			$2,353	$353	$2,706
Labor	**Hours**	**Rate**	**Subtotal**	**Overhead (15%)**	
CEO	2.0	$100	$200	$30	$230
Accounting	1.0	$40	$40	$6	$46
Estimating	12.5	$40	$500	$75	$575
PM	27.0	$75	$2,025	$304	$2,329
Engineer	0.5	$75	$38	$6	$43
CNC	0.0	$75	$0	$0	$0
Manufacturing	34.0	$30	$1,020	$153	$1,173
Finishing	15.0	$30	$450	$68	$518
Install Supervisor	30.5	$60	$1,830	$275	$2,105
Installation	282.5	$40	$11,300	$1,695	$12,995
	405.0		$17,403	$2,610	$22,719
Subtotal					$22,719
AWI Fee					$114
Bonding					$571
TOTAL					$23,403
LESS: Invoice 2016-01.006.01					-$1,949
LESS: Invoice 2016-01.006.02					-$5,116
LESS: Invoice 2016-01.006.03					-$12,995
				TOTAL	**$3,343**

DUE AND PAYABLE UPON RECEIPT OF INVOICE.
THANK YOU FOR YOUR BUSINESS!

AWI

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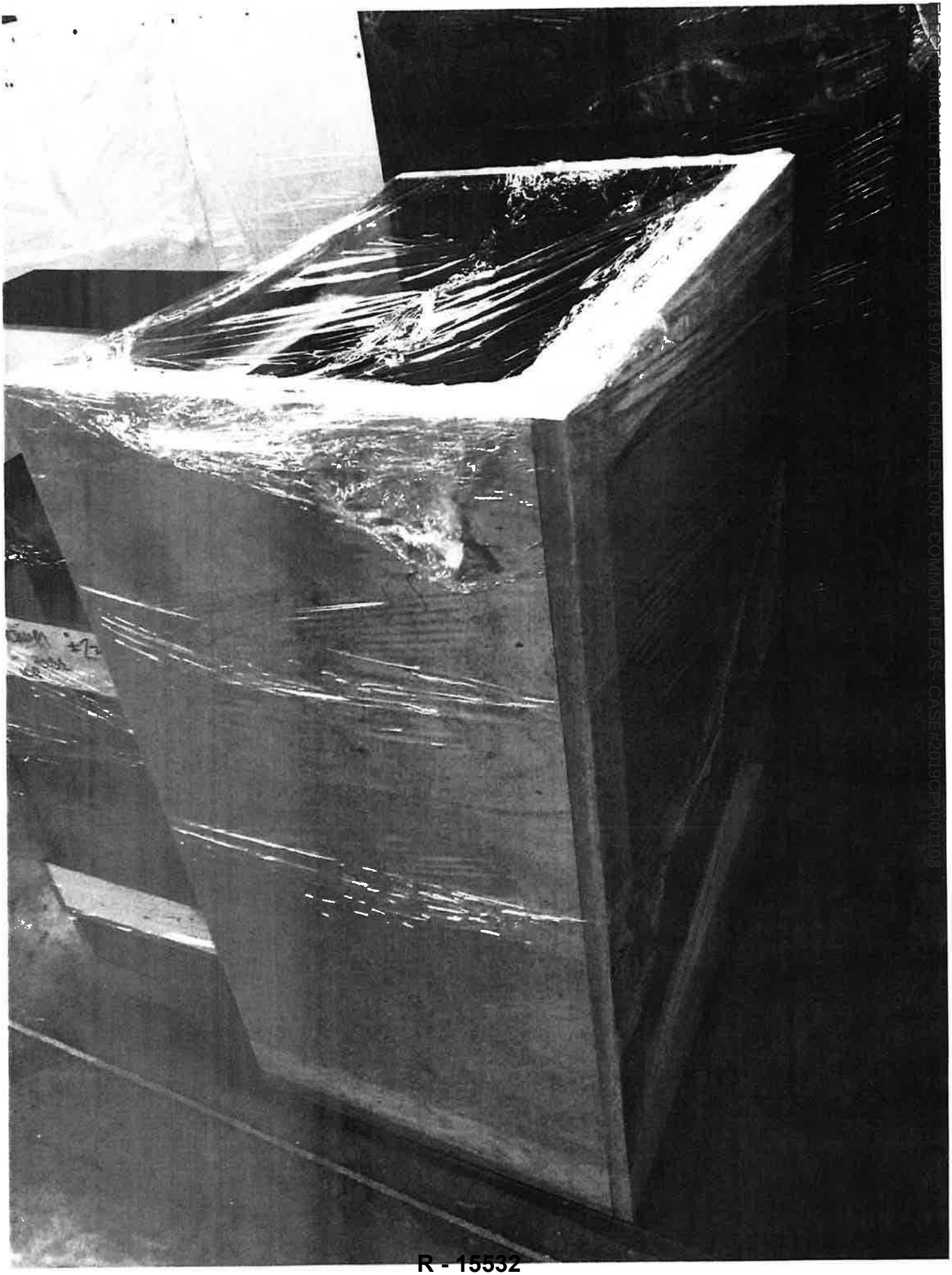


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Balfour Beatty
Construction

Request for Payment

Pay Request # PR12
Work Performed Through 9/30/2018

Subcontractor's Name: Flooring Services
Subcontractor's Address: 2220 Technical Parkway
North Charleston, SC 29406
Phone Number: 843-764-4675
Fax Number: 843-764-4676

Project Name: Hotel at Marion Square
Owner:
Job No.: 110.3600
Date: 9/19/2018

Description of Work: Flooring

Original Contract Amount	$469,770.00	
Change Order Total Through CO # ____	$49,887.00	
Total Revised Contract	$519,657.00	
Value of Work Performed to Date	$407,068.25	
Value of Materials Stored On Site	$0.00	
Value of Materials Stored Off Site		
Current Month (Stored Materials)		
Total	$407,068.25	
Less 5% Retainage	$20,353.41	
Amount Earned to Date	$386,714.84	
Less Previous Billings/Payments	$372,557.94	
Less Adjustments/Joint Checks		
Less Pending Back Charges		
Total Amount this Requisition	$14,156.90	

Subcontract ☐ Purchase Order ☐
Other Contract Type
Unit Price ☐ Lump Sum ☐
Bonded ☐ Unbonded ☐
Subguard ☐ Alternate Plan ☐

Contract Increased 20%?	Y ☐	N ☐
If yes, bond rider received	Y ☐	N ☐
EEO Reports Current	Y ☐	N ☐
Certified Payrolls Current	Y ☐	N ☐
Insurance Status	Current	
Insurance Expiration Date	4/1/2019	
Release Attached	Y ☐	N ☐
Tier/Supplier Release if Required	Y ☐	N ☐
Reducing Retention	Y ☐	N ☐
If reducing retainage, reducing Consent of Surety for retention reduction if bonded	From ☐ Y ☐	To ☐ N ☐
New materials stored off site If yes, attach stored materials checklist	Y ☐	N ☐
Final Payment If yes, see attached checklist	Y ☐	N ☐
Owner Billing Number		
Owner Payment Rec'd Date:		
Payment Terms:		
Pay Select #		

For Balfour Beatty Use Only:

CO#	Vendor #	Job #	Contract No.
	[illegible]	[illegible]	

Date	Invoice #	Description
		4529542

Gross Amount	Retainage Amt	Net Amount
$407,068.25	$20,353.41	$14,156.90

Accrue Tax	Tax Code	Pay Item & Cost Code	
NO		[illegible]	

Bill Code: Pld App: OK I T Waiver:

need co for $6,052.00

Approvals:
PM / Date
CA 09/26/18
PA / Date
APA / Date

ELECTRONICALLY FILED - 2023 May 16 9:07 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Request for Payment

Pay Request # 1
Work Performed Through 3/20/2018

Subcontractor's Name: Flooring Services, LLC
Subcontractor's Address: 2220 Technical Parkway
North Charleston, SC 29406
Phone Number: 843-764-4675
Fax Number: 843-764-4670

Project Name: Hotel at Marion Square
Owner: Edens Associates, LLC
Job No : 13026000
Date: 3/19/2018

Description of Work: Floor Covering

Original Contract Amount	$369,770.00
Change Order Total Through C/O #: 4	$49,887.00
Total Revised Contract	$419,657.00
Value of Work Performed to Date	$407,068.25
Value of Materials Stored On Site	$0.00
Value of Materials Stored Off Site	$0.00
Current Month (Stored Materials)	$0.00
Total	$407,068.25
Less 5 % Retainage	$20,353.41
Amount Earned to Date	$386,714.84
Less Previous Billings/Payments	$372,557.94
Less Adjustments/Joint Checks	$0.00
Less Pending Back Charges	$0.00
Total Amount this Requisition	$14,156.90

Subcontract ☐ Purchase Order ☐
Other Contract Type
Unit Price Bended ☐ Lump Sum Unbended ☐
Subguard ☐ Alternate Plan ☐

Contract Increased 20%?	Y ☐	N ☐
If yes, bond rider received	Y ☐	N ☐
EEO Reports Current	Y ☐	N ☐
Certified Payrolls Current	Y ☐	N ☐

Insurance Status
Insurance Expiration Date

Release Attached	Y ☐	N ☐
Tier/Supplier Release if Required	Y ☐	N ☐
Reducing Retention	Y ☐	N ☐
If ded ning retainage, reducing	Y ☐	N ☐
Consent of Surety for retention reduction if bonded	Y ☐	N ☐
New materials stored off site If yes, attach stored materials checklist	Y ☐	N ☐
Final Payment If yes, see attached checklist	Y ☐	N ☐

Owner Billing Number
Owner Payment Rec'd Date:
Payment Terms:
Pay Select #

For Balfour Beatty Use Only

C/O #	Vendor #	Job #	Contract No
Date	Invoice #	Description	

Gross Amount	Retainage Amt	Net Amount
$14,892.00	$735.10	$14,156.90

Sales Tax	Tax Code	Pay Item & Cost Code	
YES			
NO			

PA Code

Approvals:
PM / Date
PA / Date
APA / Date

APPLICATION AND CERTIFICATE FOR PAYMENT

TO (Construction Manager)
Balfour Beatty Construction, LLC
600 Galleria Parkway, Suite 1800
Atlanta, GA. 30339

PROJECT Hotel at Marion Square
404 King Street
Charleston, SC 29403

AIA DOCUMENT G702 PAGE 1 OF 2 PAGES

APPLICATION: 1
PERIOD FROM 08/21/2018
PERIOD TO 09/20/2018

DISTRIBUTION TO:
- [ ] OWNER
- [ ] CONSTRUCTION MANAGER
- [ ] ARCHITECT
- [ ] TRADE CONTRACTOR

FROM (TRADE CONTRACTOR):
Flooring Services, LLC
2220 Technical Parkway
North Charleston, SC 29406

VIA (CONSTRUCTION MANAGER):

ARCHITECT'S PROJECTS NO 13026000

CONTRACT FOR:
CONTRACTOR'S APPLICATION FOR PAYMENT

CONTRACT DATE: 1/25/2016

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner	49887.00	
TOTAL	$49,887.00	
Approved this Month		
No. / Date Approved		
1 / 09/10/2018		
TOTALS	49,887.00	$0.00
Net change by Change Orders		$49,887.00

R - 15535

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

1. ORIGINAL CONTRACT SUM		$ 369,770.00
2. Net change by Change Orders		$ 49,887.00
3. CONTRACT SUM TO DATE (Line 1 + 2)		$ 419,657.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 407,068.25
5. RETAINAGE:		
5 % of Completed Work (Column D + E on G703)	$ 20,353.41	
5 % of Stored Material (Column F on G703)	$ 50.00	
Total Retainage (Line 5a + 5b or Total in Column I of G703)		$ 20,353.41
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)		$ 386,714.84
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 372,557.94
8. CURRENT PAYMENT DUE		$ 14,156.90
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)		$ 32,942.16

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

CONTRACTOR:

By: James Jacobs PEC Date 9/18/2018

State of: South Carolina County of: Charleston
Subscribed and sworn to before me this 18th day of September 2018
Notary Public
My commission expires: 7/8/2021

CONSTRUCTION MANAGER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Construction Manager/Architect certifies to theOwner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Trade Contractor is entitled to payment of the AMOUNT CERTIFIED.

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

CONSTRUCTION MANAGER:
Balfour Beatty Construction, LLC
By: Date:

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

ELECTRONICALLY FILED - 2023 May 16 9:07 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CONTINUATION SHEET

AIA DOCUMENT G703

APPLICATION FOR PAYMENT, INTERIM RELEASE & INTERIM LIEN WAIVER
containing Subcontractor'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 NO: 1
APPLICATION DATE: [illegible]
PERIOD TO: [illegible]
Project #1302600; Hotel at Marion Square

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	E WORK COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	G % (G ÷ C)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
1	Cardboard Protection Over Floor	$18,567.00	$18,567.00			$18,567.00	100.00%	$0.00	$928.35
2	Spec Locker Rm. Treatment, Vestibule Bamboo	$33,822.00	$33,822.00			$33,822.00	100.00%	$0.00	$1,691.10
3	Concierge Lounge/Dining	$13,980.00	$13,980.00			$13,980.00	100.00%	$0.00	$699.00
4	1st Floor Bar, Pre-Func., Board Room	$134,868.00	$134,868.00			$134,868.00	100.00%	$0.00	$6,743.40
5	Storage, Receiving, Staff Levels Rm, Locker Rm-VCT & Base	$18,420.00	$18,420.00			$18,420.00	100.00%	$0.00	$921.00
6	RF-01 Fitness Rm Flr Oak	$6,532.00	$6,532.00			$6,532.00	100.00%	$0.00	$326.60
7	Ball Rm Cp-02 Install Only	$11,000.00	$11,000.00			$11,000.00	100.00%	$0.00	$550.00
8	Admin Offices Cp-06 Install Only	$1,805.00	$1,805.00			$1,805.00	100.00%	$0.00	$90.25
9	Bridal Suite CP-05 Install Only	$340.00	$340.00			$340.00	100.00%	$0.00	$17.00
10	Restaurant Dining 1st & 2nd Flr CP-01 Retail Only	$4,560.00	$4,560.00			$4,560.00	100.00%	$0.00	$228.00
11	Guest Rm Corridors	$17,700.00	$8,850.00	$8,850.00		$17,700.00	100.00%	$0.00	$885.00
12	East Guest Rms CP-04 Install Only	$25,200.00	$25,200.00			$25,200.00	100.00%	$0.00	$1,260.00
13	Unit Guest Rms/Manager Suite Wood	$74,176.00	$64,335.25			$64,335.25	86.73%	$9,840.75	$3,216.76
14	Composite Clean	$8,800.00				$0.00	0.00%	$8,800.00	$0.00

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APPLICATION FOR PAYMENT, INTERIM RELEASE & INTERIM LIEN WAIVER
containing Subcontractor's signed certification (if 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 NO: 1
APPLICATION DATE: 5/15/2023
PERIOD TO: 5/31/2023
Project #1302600: Hotel at Marion Square

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	STORED MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
15	Change Order #1-Floor & Feather L2 Terraces	$1,350.00	$1,350.00			$1,350.00	100.00%	$0.00	$67.50
16	Change Order #2-Added WS	$39,649.00	$39,649.00			$39,649.00	100.00%	$0.00	$1,982.45
17	Change Order #3-MOD 1	$6,896.00	$6,896.00			$6,896.00	100.00%	$0.00	$344.80
18	Change Order #4-Flr Prep L2	$962.00	$962.00			$962.00	100.00%	$0.00	$48.10
19	Change Order #5-Flr Prep @ Grill	$480.00	$480.00			$480.00	100.00%	$0.00	$24.00
20	Change Order #6-Flr Prep @ Spa	$550.00	$550.00			$550.00	100.00%	$0.00	$27.50
21	CO #7-To Reduce & Re-work Contract								
22	CO #7 - Change Order # 7 @ Pool Pavers & Landing Stair	$6,052.00		$6,052.00		$6,052.00	100.00%	$0.00	$302.60
	GRAND TOTALS	$425,709.00	$392,166.25	$14,052.00	$0.00	$407,068.25	95.62%	$18,640.75	$20,353.41

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APPLICATION FOR PAYMENT, INTERIM RELEASE & INTERIM LIEN WAIVER
containing Subcontractor'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 NO:
APPLICATION DATE: 9/16
PERIOD TO: 9/20
Project #1302600; Hotel at Marion Square

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	(G ÷ C)	BALANCE TO FINISH (C - G)	RETA (IF VARIABLE RATE)
	Original Contract Amount		$369,770.00						
	Change Orders		$55,939.00						
	Adjusted Contract Amount		$425,709.00						
	Amount complete		$407,068.25						
	Less 5% retainage		$20,353.41						
	Total less retainage		$386,714.84						
	Less previously paid		$372,557.94						
	Amount Due This Request		$14,156.90						
	Balance to Finish		$38,994.16						

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Subcontractor's and Other Lower Tier's Conditional Partial Waiver and Release of Lien
(Upon Progress Payment)

KNOW ALL MEN BY THESE PRESENTS:

That Flooring Services (the "Lienor") for and in consideration of the payment of the sum of $ 14,156.90 and other good and valuable consideration paid by Balfour Beatty Construction, LLC (the "Contractor") or Library Associates, LLC ("Owner"), receipt of which is hereby acknowledged, hereby releases, waives and quit claims to Contractor, the Owner, and their respective successors and assigns, all liens, lien rights, claims or demands of any kind whatsoever, which Lienor now has or might have against Contractor and/or Owner and/or the buildings and improvements on the premises legally described as: See Exhibit "A" attached hereto (the "Property") on account of labor and services performed and/or material furnished for the construction of any improvements thereon; except for retention, and open change order requests, claims or disputes identified as follows:

None

That the undersigned has the right and authority to execute this Conditional Partial Waiver and Release of Lien on behalf of the Lienor. That this is a waiver of all lien rights and other claims which Lienor has against the Property, the Contractor, and the Owner for all labor, material and services performed thereon, including all extras and change orders, that all laborers retained or employed by the Lienor for construction of improvements on the Property, all suppliers and sub-contractors of Lienor who have furnished labor, material and services for the undersigned for the construction of improvements on the Property, and all labor, services and materials used by the undersigned in the construction of said improvements, have been paid in full for work performed or materials supplied, up to and including the 18th day of September, 2018, excluding the items identified hereinabove, if any.

THE UNDERSIGNED ACKNOWLEDGES THAT THE CONTRACTOR AND OWNER AND OTHER PARTIES HAVE A RIGHT TO RELY UPON THIS WAIVER AND RELEASE AND THAT MAKING ANY FALSE STATEMENTS SHALL CONSTITUTE PERJURY AND PUNISHMENT CAN BE MADE IN ACCORDANCE WITH THE LAWS OF THE STATE OF SOUTH CAROLINA.

IN WITNESS THEREOF, I have hereunto set my hand seal this 18th day of September, 20~~16~~18

Signed, sealed and delivered
in the presence of:

Signature
Inge Crawford
Print Name

Flooring Services, Inc.
a South Carolina corporation

Signature
James Jacobs, CFO
Print Name & Title

STATE OF South Carolina

COUNTY OF Charleston

The foregoing instrument was acknowledged before me this 18th day of September, 20~~16~~18 by James Jacobs, Chief Financial Officer of Flooring Services, LLC, a South Carolina corporation on, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification

Julia Hull
NOTARY PUBLIC, STATE OF South Carolina

My Commission Expires: 07/06/2027

Balfour Beatty

TIER RELEASE SCHEDULE & OCIP CONFIRMATION LOG

Job Name	Hotel at Marion Square
Job #	130286-01
Date Prepared	9/13/2013
PRIME SUB'S NAME	Pinelake Services, Inc.
Attachment for Pay Req #:	11
For Month Ended	August MONTH ENDING DATE HERE

Notice: For any uninsured/uninsurable tier sub that is involved in an OCIP, you may be responsible for $50,000 deductible

A	B	C	D	E	F		G	H	I	J	K	L
Subcontractors/Suppliers List all subs or suppliers who will perform work for this contract. List Address & Phone Number	Indicate if tier is based in county of Project	Notice to Owner Filed?(NTO) (Yes/No)	Date NTO Filed:	Bonded Sub? (Yes/No)	Has Tier Sub enrolled in OCIP? select: (Yes/No)		Has tier billed for work to date? select: (Yes/No)		Cumulative dollar amount tier billed for work/materials to date:	Tier's most recent invoice is dated through:	Tier's most recent release is dated through: (as noted on releases)	Tier's most recent release is PARTIAL or FINAL? Select One		Comments
SAPHEL, INC. 123 Eastside Dr Somewhere, SC 29607 555-434-3229	YES	NO	N/A		YES	NO	YES	NO	$12,123.00	8/31/2013	3/31/2013	PARTIAL	FINAL	Final Waiver 2013
L. Fletcher & Son, Inc. 2001 E. Cumberland St Baltimore, MD 21224 410-563-5740	YES	NO	YES	NO	NO	NO	YES	NO	$13,865.53	8/31/2013	8/31/2013	PARTIAL	FINAL	Final Waiver 2013
Smith Plumbing, LLC 1234 Access Rd Unit 2-1 Summerville, SC 29483 843-735-3535	NO	NO	N/A	NO	YES	NO	NO	NO	$4,65[illegible]	8/31/2013	8/31/2013	PARTIAL	FINAL	Final September 2013
Williams Brothers Company, Inc 4213 Azalea Dr N Charleston, S.C. 29418 843-554-3040	YES	NO	N/A	NO	YES	NO	YES	NO	$33,961.22	8/27/2013	8/31/2013	PARTIAL	FINAL	Final 8/31/2013
Allen Flooring, LLC 1234 Wallis Way Summerville, SC 29483	YES	NO	N/A	NO	YES	NO	YES	NO	$286.00	8/31/2013	4/30/2013	PARTIAL	FINAL	Final April 2013
Carolina Glass, Inc. 1234 Rivers Avenue P.O. Box 55555 Charleston, SC 29455	YES	NO	N/A	NO	YES	NO	YES	NO	$15,921.00	8/31/2013	8/31/2013	PARTIAL	FINAL	Final August 2013
James G. Hopkins, Inc. 1234 Commerce Drive Suite 1 Duluth, GA 30136	YES	NO	N/A	NO	YES	NO	YES	NO	$13,574.00	8/31/2013	4/30/2013	PARTIAL	FINAL	Final April 2013
Moon Harrison, LLC 1234 A Northside Parkway Moon, GA 31216	YES	NO	N/A	NO	YES	NO	YES	NO	$43,120.00	8/31/2013	8/31/2013	PARTIAL	FINAL	Final 2013
Ram Cable, LLC 1234 Royal Rd Lawton, SC 29456	YES	NO	N/A	NO	YES	NO	YES	NO	$2,152.33	8/31/2013	7/31/2013	PARTIAL	FINAL	Final July 2013
Source Rooming and Staff Summerville 1234 P.O. Box 654345 Charlotte, NC 28290-3030	YES	NO	N/A	NO	YES	NO	YES	NO	$3,406.11	8/1/2013	7/31/2013	PARTIAL	FINAL	Final July 2013
SC Wood Flooring, LLC 1234 Wood Grain Ave Cooke Creek, SC 294[illegible]	YES	NO	N/A	NO	YES	NO	YES	NO	$[illegible]	7/31/2013	5/31/2013	PARTIAL	FINAL	Final May 31 2013

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Balfour Beatty

TIER RELEASE SCHEDULE & OCIP CONFIRMATION LOG

Job Name	Hotel at Marion Square
Job #	13025400
Date Prepared:	9/18/2019
PRIME SUB'S NAME	Flooring Services, Inc.
Attachment for Pay Req #:	10
for Month Ending:	August YONTH ENDING DATE HERE

***Note: For any unenrolled/unreported tier sub that is involved in an OCIP claim, you may be responsible for $50,000 deductible*

Subcontractors/Suppliers List all subs or suppliers who will perform work for this contract. List Address & Phone Number	Indicate if tier is based in county of Project	Notice to Owner Filed?(NTO) (Yes/No)	Date NTO Filed:	Bonded Sub? (Yes/No)	Has Tier Sub enrolled in OCIP? select: (Yes/No)	Has tier billed for work to date? select: (Yes/No)	Cumulative dollar amount tier billed for work/materials to date:	Tier's most recent invoice is dated through:	Tier's most recent release is dated through: *(as noted on releases)*	Tier's most recent release is PARTIAL or FINAL? Select One	Comments:
[illegible] BOX 200096 Dallas, Texas 75320-0096		NO	N	NO	YES NO	YES NO	$582.25	8/18/2019	8/31/2019	PARTIAL FINAL	Thru August 2019
[illegible] Pedcor Rd Goose Creek, SC 29445					YES NO	YES NO	$9,795.00	8/31/2019	8/30/2019	PARTIAL FINAL	Thru 8 no 2019
J. Haines & Co. Inc PO Box 7312 Baltimore, MD 21279			N/A	NO	YES NO	YES NO	$3,614.56	8/31/2019	6/30/2019	PARTIAL FINAL	Thru August 2019
[illegible]		NO	N/A	NO	YES NO	YES NO	$5,257.05	8/2019	8/30/2019	PARTIAL FINAL	Thru [illegible] 2019
[illegible] Goose Creek, SC 29445				NO	YES NO	YES NO	$1,443.00	8/2019	8/31/2019	PARTIAL FINAL	Thru August 2019
[illegible] Summerville, SC 29483		NO	N/A		YES NO	YES NO	$11,330.00	8/30/19	8/31/2019	PARTIAL FINAL	Thru August 2019

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Balfour Beatty
Construction

Request for Payment

Pay Request # PE18REV
Work Performed Through: 09/30/18

Subcontractor's Name: SBC Group LLC, dba Merit Professional Coatings
Subcontractor's Address: 1470 Ben Sawyer Blvd Suite 16
Mt Pleasant, SC 29464

Phone Number: -
Fax Number:

Project Name: Hotel at Marion Square Job No.: 13026400 Date: 09/20/18
Owner: Library Associates, LLC

Description of Work: Painting & Wallcovering

Original Contract Amount	$698,480.00	
Change Order Total	$306,409.12	GET BOND RIDER!!
Through CO #: 1		
Total Revised Contract	$1,004,889.12	
Previous Work Performed to Date(SSR)	$969,618.65	
Value of Materials Stored On Site	$0.00	
Value of Materials Stored Off Site	$0.00	
Current Month Gross	$14,104.28	
New Work Performed to Date	$983,622.93	
Less 5 % Retainage	$49,181.15	
Amount Earned to Date	$934,441.78	
Less Previous Net Billings	$921,042.71	
Less Adjustments/Joint Checks	$0.00	
Less Pending Back Charges	$0.00	
Total Amount this Requisition	$13,399.07	

Subcontract [X] Purchase Order [ ]
Other Contract Type:
Unit Price [ ] Lump Sum [X]
Bonded [ ] Unbonded [X]
Subguard [ ] Alternate Plan [ ]

Contract Increased 20%?	Y [X]	N [ ]
If yes, bond rider received	Y [ ]	N [ ]
EEO Reports Current	Y [ ]	N [ ]
Certified Payrolls Current	Y [ ]	N [ ]
Insurance Status	Finaled	
Insurance Expiration Date	04/23/19	
Release Attached	Y [ ]	N [ ]
Tier/Supplier Release if Required	Y [ ]	N [ ]
Reducing Retention	Y [ ]	N [ ]
If reducing retainage, reducing	From [ ]	To [X]
Consent of Surety for retention reduction if bonded	Y [ ]	N [ ]
New materials stored off site	Y [ ]	N [X]
If yes, attach stored materials checklist		
Final Payment	Y [ ]	N [X]
If yes, see attached checklist		

Owner Billing Number: 11
Owner Payment Rec'd Date:
Payment Terms: Pay When Paid
Pay Select #:

For Balfour Beatty Use Only:

CO #	Vendor #	Job #	Contract No.
50540	3715721	13026400	554222

Date	Invoice #	Description
09/30/18	13026400 - PE18REV	13026400 . PE#:18R . 18.09

Gross Amount	Retainage Amt	Net Amount
$14,104.28	$705.21	$13,399.07

Trade Account?	Tax Code	Pay Item & Cost Code	Accrue Tax?
NO		400.50991000.40	NO

Hall Codes: 02- OWNER FUNDING CO's
PM APP

Approvals:
PM / Date
CA 09/20/18
PA / Date
APA / Date

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APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF TWO PAGES

TO OWNER:
Library Associates LLC

PROJECT:
Hotel at Marion Square
404 King Street
Charleston SC 29403

APPLICATION NO 18

PERIOD TO: 9/19/2018

Distribution to:
- [ ] OWNER
- [ ] ARCHITECT
- [X] CONTRACTOR
- [ ]
- [ ]

FROM CONTRACTOR:
Quantum Coatings
1470 Ben Sawyer Blvd, Suite 16
Mt. Pleasant, SC 29464

VIA CONTRACTOR:
Balfour Beatty Construction

PROJECT NOS: 13026000

CONTRACT FOR: Painting

CONTRACT DATE 6/29/2015

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM		$ 698,480.00
2. Net change by Change Orders		$ 307,212.54
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 1,005,692.54
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 983,622.93
5. RETAINAGE:		
a. 5 % of Completed Work (Column D + E on G703)	$ $49,181.15	
b. ____ % of Stored Material (Column F on G703)	$ Included in above	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 49,181.15
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$ 934,441.78
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 921,042.71
8. CURRENT PAYMENT DUE		$ 13,399.07
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		$ 71,250.76

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Change Orders Approved	$307,212.54	
Total Change Orders Pending		
TOTALS	$307,212.54	$0.00
NET CHANGES by Change Order	$307,212.54	

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: Quantum Coatings LLC

By: _____ Date: 9/19/2018

State of: South Carolina County of: Charleston
Subscribed and sworn to before me this 19 day of September, 2018
Notary Public: _____
My Commission expires: 08/09/2026

ERICA KOCHIS NOTARY PUBLIC SOUTH CAROLINA

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 . . . . . $ _____

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and onthe Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: _____

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

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Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

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CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION 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 NO: 10
APPLICATION DATE: 9/19/2018
PERIOD TO: 9/30/2018
ARCHITECT'S PROJECT NO: 13026000

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATION	E WORK COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G ÷ C)	I BALANCE TO FINISH (C - G)	J RETAINAGE (IF VARIABLE RATE)
	Permits, Fees, Licenses, Insurance	$22,752.00	$22,752.00			$22,752.00	100.00%	$0.00	$1,137.60
	Mock-Ups	$6,500.00	$6,500.00			$6,500.00	100.00%	$0.00	$325.00
									$0.00
									$0.00
	BOH Sealed Floors	$2,000.00	$2,000.00			$2,000.00	100.00%	$0.00	$100.00
	BOH Exp Ceilings Blockfill	$1,200.00	$1,200.00			$1,200.00	100.00%	$0.00	$60.00
	BOH Exp Ceiling 1st Coat	$950.00	$950.00			$950.00	100.00%	$0.00	$47.50
	BOH Exp Ceiling 2nd Coat	$850.00	$850.00			$850.00	100.00%	$0.00	$42.50
	BOH Metal Stairs	$9,200.00	$9,200.00			$9,200.00	100.00%	$0.00	$460.00
	BOH Masonry Walls Blockfill	$3,800.00	$3,800.00			$3,800.00	100.00%	$0.00	$190.00
	BOH Masonry Walls 1st Coat	$3,300.00	$3,300.00			$3,300.00	100.00%	$0.00	$165.00
	BOH Masonry Walls 2nd Coat	$3,300.00	$3,300.00			$3,300.00	100.00%	$0.00	$165.00
	BOH Painting - Prime	$15,800.00	$15,800.00			$15,800.00	100.00%	$0.00	$790.00
	BOH Painting - 1st Coat	$13,200.00	$13,200.00			$13,200.00	100.00%	$0.00	$660.00
	BOH Painting - 2nd Coat	$12,200.00	$12,200.00			$12,200.00	100.00%	$0.00	$610.00
	BOH WC Hang	$10,000.00	$10,000.00			$10,000.00	100.00%	$0.00	$500.00
	Ext Bollards	$720.00	$720.00			$720.00	100.00%	$0.00	$36.00
	Ext Lintels	$700.00	$700.00			$700.00	100.00%	$0.00	$35.00
	3rd Floor Prime	$25,600.00	$25,600.00			$25,600.00	100.00%	$0.00	$1,280.00
	3rd Floor 1st Coat	$23,575.00	$23,575.00			$23,575.00	100.00%	$0.00	$1,178.75
	3rd Floor 2nd Coat	$19,575.00	$19,575.00			$19,575.00	100.00%	$0.00	$978.75
	3rd Floor WC Hang	$4,340.00	$4,340.00			$4,340.00	100.00%	$0.00	$217.00
	4th Floor Prime	$25,600.00	$25,600.00			$25,600.00	100.00%	$0.00	$1,280.00
	4th Floor 1st Coat	$23,575.00	$23,575.00			$23,575.00	100.00%	$0.00	$1,178.75
	4th Floor 2nd Coat	$19,575.00	$19,575.00			$19,575.00	100.00%	$0.00	$978.75
	4th Floor WC Hang	$4,340.00	$4,340.00			$4,340.00	100.00%	$0.00	$217.00
	5th Floor Prime	$25,600.00	$25,600.00			$25,600.00	100.00%	$0.00	$1,280.00
	5th Floor 1st Coat	$23,575.00	$23,575.00			$23,575.00	100.00%	$0.00	$1,178.75
	5th Floor 2nd Coat	$19,575.00	$19,575.00			$19,575.00	100.00%	$0.00	$978.75
	5th Floor WC Hang	$4,340.00	$4,340.00			$4,340.00	100.00%	$0.00	$217.00
	6th Floor Prime	$19,500.00	$19,500.00			$19,500.00	100.00%	$0.00	$975.00
	6th Floor 1st Coat	$17,352.00	$17,352.00			$17,352.00	100.00%	$0.00	$867.60
	6th Floor 2nd Coat	$15,352.00	$15,352.00			$15,352.00	100.00%	$0.00	$767.60
	6th Floor WC Hang	$3,250.00	$3,250.00			$3,250.00	100.00%	$0.00	$162.50

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7th Floor Prime	$19,500.00	$19,500.00		$19,500.00	100.00%	$0.00		$975.00
7th Floor 1st Coat	$17,352.00	$17,352.00		$17,352.00	100.00%	$0.00		$867.60
7th Floor 2nd Coat	$15,352.00	$15,352.00		$15,352.00	100.00%	$0.00		$767.60
7th Floor WC Hang	$3,256.00	$3,256.00		$3,256.00	100.00%	$0.00		$162.80
8th Floor Prime	$19,500.00	$19,500.00		$19,500.00	100.00%	$0.00		$975.00
8th Floor 1st Coat	$17,352.00	$17,352.00		$17,352.00	100.00%	$0.00		$867.60
8th Floor 2nd Coat	$15,352.00	$15,352.00		$15,352.00	100.00%	$0.00		$767.60
8th Floor WC Hang	$3,200.00	$3,200.00		$3,200.00	100.00%	$0.00		$160.00
Corridors 3rd Floor Prime	$4,000.00	$4,000.00		$4,000.00	100.00%	$0.00		$200.00
Corridors 3rd Floor 1st Coat	$3,000.00	$3,000.00		$3,000.00	100.00%	$0.00		$150.00
Corridors 3rd Floor 2nd Coat	$2,500.00	$2,500.00		$2,500.00	100.00%	$0.00		$125.00
Corridors 3rd Floor WC Hang	$5,600.00	$5,600.00		$5,600.00	100.00%	$0.00		$280.00
Corridors 4th Floor Prime	$4,000.00	$4,000.00		$4,000.00	100.00%	$0.00		$200.00
Corridors 4th Floor 1st Coat	$3,000.00	$3,000.00		$3,000.00	100.00%	$0.00		$150.00
Corridors 4th Floor 2nd Coat	$2,500.00	$2,500.00		$2,500.00	100.00%	$0.00		$125.00
Corridors 4th Floor WC Hang	$5,600.00	$5,600.00		$5,600.00	100.00%	$0.00		$280.00
Corridors 5th Floor Prime	$4,000.00	$4,000.00		$4,000.00	100.00%	$0.00		$200.00
Corridors 5th Floor 1st Coat	$3,000.00	$3,000.00		$3,000.00	100.00%	$0.00		$150.00
Corridors 5th Floor 2nd Coat	$2,500.00	$2,500.00		$2,500.00	100.00%	$0.00		$125.00
Corridors 5th Floor WC Hang	$5,600.00	$5,600.00		$5,600.00	100.00%	$0.00		$280.00
Corridors 6th Floor Prime	$3,000.00	$3,000.00		$3,000.00	100.00%	$0.00		$150.00
Corridors 6th Floor 1st Coat	$2,255.00	$2,255.00		$2,255.00	100.00%	$0.00		$112.75
Corridors 6th Floor 2nd Coat	$2,000.00	$2,000.00		$2,000.00	100.00%	$0.00		$100.00
Corridors 6th Floor WC Hang	$4,000.00	$4,000.00		$4,000.00	100.00%	$0.00		$200.00
Corridors 7th Floor Prime	$3,000.00	$3,000.00		$3,000.00	100.00%	$0.00		$150.00
Corridors 7th Floor 1st Coat	$2,255.00	$2,255.00		$2,255.00	100.00%	$0.00		$112.75
Corridors 7th Floor 2nd Coat	$2,000.00	$2,000.00		$2,000.00	100.00%	$0.00		$100.00
Corridors 7th Floor WC Hang	$4,000.00	$4,000.00		$4,000.00	100.00%	$0.00		$200.00
Corridors 8th Floor Prime	$3,000.00	$3,000.00		$3,000.00	100.00%	$0.00		$150.00
Corridors 8th Floor 1st Coat	$2,255.00	$2,255.00		$2,255.00	100.00%	$0.00		$112.75
Corridors 8th Floor 2nd Coat	$2,000.00	$2,000.00		$2,000.00	100.00%	$0.00		$100.00
Corridors 8th Floor WC Hang	$4,000.00	$4,000.00		$4,000.00	100.00%	$0.00		$200.00
Ballroom Prime	$8,000.00	$8,000.00		$8,000.00	100.00%	$0.00		$400.00
Ballroom 1st Coat	$7,500.00	$7,500.00		$7,500.00	100.00%	$0.00		$375.00
Ballroom 2nd Coat	$6,400.00	$6,400.00		$6,400.00	100.00%	$0.00		$320.00
Ballroom WC Hang	$6,200.00	$6,200.00		$6,200.00	100.00%	$0.00		$310.00
Cantilive Prime	$1,500.00	$1,500.00		$1,500.00	100.00%	$0.00		$75.00

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	Camillias 1st Coat	$1,200.00	$1,200.00			$1,200.00	100.00%	$0.00	$60.00
	Camillias 2nd Coat	$1,000.00	$1,000.00			$1,000.00	100.00%	$0.00	$50.00
	Camillias WC Hang	$400.00	$400.00			$400.00	100.00%	$0.00	$20.00
	Lobby Prime	$6,000.00	$6,000.00			$6,000.00	100.00%	$0.00	$300.00
	Lobby 1st Coat	$5,500.00	$5,500.00			$5,500.00	100.00%	$0.00	$275.00
	Lobby 2nd Coat	$4,500.00	$4,500.00			$4,500.00	100.00%	$0.00	$225.00
	Lobby WC Hang	$4,000.00	$4,000.00			$4,000.00	100.00%	$0.00	$200.00
	Parking Deck Prime	$14,400.00	$14,400.00			$14,400.00	100.00%	$0.00	$720.00
	Parking Deck Top Coat	$12,800.00	$12,800.00			$12,800.00	100.00%	$0.00	$640.00
	Spa Prime	$4,000.00	$4,000.00			$4,000.00	100.00%	$0.00	$200.00
	Spa 1st Coat	$3,500.00	$3,500.00			$3,500.00	100.00%	$0.00	$175.00
	Spa 2nd Coat	$3,000.00	$3,000.00			$3,000.00	100.00%	$0.00	$150.00
	Spa WC Hang	$6,300.00	$6,300.00			$6,300.00	100.00%	$0.00	$315.00
	Patisserie Prime	$3,500.00	$3,500.00			$3,500.00	100.00%	$0.00	$175.00
	Patisserie 1st Coat	$2,900.00	$2,900.00			$2,900.00	100.00%	$0.00	$145.00
	Patisserie 2nd Coat	$2,500.00	$2,500.00			$2,500.00	100.00%	$0.00	$125.00
	Patisserie WC Hang	$6,300.00	$6,300.00			$6,300.00	100.00%	$0.00	$315.00
	Restaurant Prime	$2,500.00	$2,500.00			$2,500.00	100.00%	$0.00	$125.00
	Restaurant 1st Coat	$2,000.00	$2,000.00			$2,000.00	100.00%	$0.00	$100.00
	Restaurant 2nd Coat	$1,600.00	$1,600.00			$1,600.00	100.00%	$0.00	$80.00
	Restaurant WC Hang	$1,005.00	$1,005.00			$1,005.00	100.00%	$0.00	$50.25
	Rooftop Prime	$3,500.00	$3,500.00			$3,500.00	100.00%	$0.00	$175.00
	Rooftop 1st Coat	$2,850.00	$2,850.00			$2,850.00	100.00%	$0.00	$142.50
	Rooftop 2nd Coat	$2,500.00	$2,500.00			$2,500.00	100.00%	$0.00	$125.00
						$0.00			$0.00
	Bond	$10,485.00	$10,485.00			$10,485.00	100.00%	$0.00	$524.25
CO1	306 Meeting Street Office	$1,435.00	$1,435.00			$1,435.00	100.00%	$0.00	$71.75
CO2	Fence Painting	$580.00	$580.00			$580.00	100.00%	$0.00	$29.00
CO4	Pedestals	$36,000.00	$36,000.00			$36,000.00	100.00%	$0.00	$1,800.00
CO4	SF-14 Mock Ups	$1,800.00	$1,800.00			$1,800.00	100.00%	$0.00	$90.00
CO4	2nd Pedestal Mock Ups	$1,800.00	$1,800.00		$0.00	$1,800.00	100.00%	$0.00	$90.00
CO5	Mod 5 Paint Revisions	$1,691.00	$1,691.00		$0.00	$1,691.00	100.00%	$0.00	$84.55
CO6	LL Sheet Pile Change	$7,771.00	$7,771.00		$0.00	$7,771.00	100.00%	$0.00	$388.55
CO7	SI38 Paint	$350.00	$350.00		$0.00	$350.00	100.00%	$0.00	$17.50
CO8	Pergola Mock Up Redo	$1,067.28	$1,067.28		$0.00	$1,067.28	100.00%	$0.00	$53.36
CO9	SI 40 Painting Revisions	$5,972.00	$5,972.00		$0.00	$5,972.00	100.00%	$0.00	$298.60
CO10	Paint Drywall Tub Well in Guest Bathrooms	$4,114.83	$4,114.83		$0.00	$4,114.83	100.00%	$0.00	$205.74
CO11	Mod 6 Painting Revisions	$7,738.00	$7,738.00		$0.00	$7,738.00	100.00%	$0.00	$386.90
CO12	SF-01 to Paint	$36,339.53	$36,339.53		$0.00	$36,339.53	100.00%	$0.00	$1,816.98
CO12	MOD 1 SF-01 to Paint	$6,663.80	$6,663.80		$0.00	$6,663.80	100.00%	$0.00	$333.19
CO13	Mod 7 Revisions	$8,945.92	$8,945.92		$0.00	$8,945.92	100.00%	$0.00	$447.30
CO14	SI Changes 39 Stair 04 Millwork	$13,166.67		$5,266.67	$0.00	$5,266.67	40.00%	$7,900.00	$263.33
CO15	Mod 8 Changes	$1,385.70	$1,385.70		$0.00	$1,385.70	100.00%	$0.00	$69.29
CO16	Guestroom Window Casings	$22,602.00	$22,602.00			$22,602.00	100.00%	$0.00	$1,130.10
CO 17	Guestroom HFCU Painting	$10,078.00	$10,078.00			$10,078.00	100.00%	$0.00	$503.90
CO 17	Repaint Guest Bath Ceiling	$9,165.00	$9,165.00			$9,165.00	100.00%	$0.00	$458.25

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CO 17	Paint Applique at Foyer	$10,126.00	$10,126.00			$10,126.00	100.00%	$0.00	$506.30
CO 17	SF 05 Two Tone Camelias	$3,582.00	$3,582.00			$3,582.00	100.00%	$0.00	$179.10
CO 17	Recaulk/Repaint Guest Trim 3rd Floor	$2,400.00	$2,400.00			$2,400.00	100.00%	$0.00	$120.00
CO 18	Repaint Tom Down Mock Up Trim	$560.09	$560.09		$0.00	$560.09	100.00%	$0.00	$28.00
CO 18	Repair 3rd Floor Portals	$1,407.60	$1,407.60		$0.00	$1,407.60	100.00%	$0.00	$70.38
CO 18	Recaulk & Repaint 1st Floor	$7,612.43	$7,612.43			$7,612.43	100.00%	$0.00	$380.62
CO 18	Recaulk Grand Stair & Ballroom Trim	$3,670.79	$3,670.79			$3,670.79	100.00%	$0.00	$183.54
CO 18	Prep & Repaint 4th Floor After Trim Removal	$828.00	$828.00			$828.00	100.00%	$0.00	$41.40
CO 18	Recaulk Upper Dining & Profunction	$9,688.09	$9,688.09			$9,688.09	100.00%	$0.00	$484.40
CO 18	Patina Ext Pipe Supports Mock Up	$383.31	$383.31			$383.31	100.00%	$0.00	$19.17
CO 18	Recaulk & Repaint Upper Dining	$5,073.88	$5,073.88			$5,073.88	100.00%	$0.00	$253.69
CO 19	SF10 Gold Leaf at Mirror Frame	$17,044.38	$17,044.38			$17,044.38	100.00%	$0.00	$852.22
	CCD-002 BC 7-4-18	$3,535.00	$3,535.00			$3,535.00	100.00%	$0.00	$176.75
CO 20	Mod 1 Rev	$8,880.72	$8,880.72			$8,880.72	100.00%	$0.00	$444.04
CO 21	Mod 2 Rev	$744.30	$744.30			$744.30	100.00%	$0.00	$37.22
CO 22	COR 40, 44, 45, 48, 54, 50	$16,424.85	$16,424.85			$16,424.85	100.00%	$0.00	$821.24
CO 23	ASI 52	$3,093.15	$3,093.15			$3,093.15	100.00%	$0.00	$154.66
	CCD 8 Managers Apartment	$14,169.61				$0.00	100.00%	$14,169.61	$0.00
	CCD 9 Private Dining	$3,374.36		$3,374.36		$3,374.36	100.00%	$0.00	$168.72
	CCD 2 Stair 4 & 6	$4,177.78		$4,177.78		$4,177.78	100.00%	$0.00	$208.89
	CCD 24 2nd Flr Ballroom	$1,285.47		$1,285.47		$1,285.47	100.00%	$0.00	$64.27
	GRAND TOTALS	$1,005,692.54	$969,518.65	$14,104.28	$0.00	$983,622.93	99%	$22,069.61	$49,181.15

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Balfour Beatty
Construction

Exhibit F1

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT
(Subcontractor/Vendor)

The undersigned, Quantum Coatings LLC ("Subcontractor"), pursuant to a contract or agreement with Balfour Beatty Construction, LLC, ("BBC"), _____, a subcontractor to BBC or a sub-subcontractor under which Subcontractor agreed to furnish labor, services, materials and/or equipment ("Work") for the construction of certain improvements on the work of improvement commonly known as:

Hotel at Marion Square ("Project")
(Name or Description of Project)

which is located at King Street
(Street Address)

in the City of Charleston, and County of Charleston,

and is owned by Library Associates, LLC ("Owner").

Upon receipt by Subcontractor of a check in the sum of $ 13,399.07,
(Amount to be paid to Subcontractor)

the sufficiency of which is hereby acknowledged and confessed, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective pursuant to which the Subcontractor hereby: (1) waives, releases and relinquishes any and all liens and claims of lien, actual or potential, and all bonds and bond rights, for the Work performed, rendered, supplied or furnished by Subcontractor for or with respect to the Project through September 30, 2018_ (the "Release Period"); and, (2) waives, releases
(Insert date through which release is given)

and relinquishes any and all claims for payment for Work performed, rendered, supplied or furnished by the Subcontractor for or with respect to the Project through the Release Period including any claims for extended or additional job costs and overhead, lost profits, impact costs and the like, as well as claims and demands arising from any contended delays, disruptions or changes to the Work, except with regard to retainage amounts and compensation for extra work but only to the extent such extra work is specifically identified below:

_____

(Describe here or set out in an Attachment "A" which must be identified here and attached, all extras not included in the Release. Failure to describe any extras as excluded shall be a waiver and release of any right to payment for such work.)

Subcontractor hereby acknowledges payment in full of all amounts previously being due and payable to the undersigned for the Work. Subcontractor further affirms, represents and warrants that, except as noted above: (1) Subcontractor has no lien or claim of lien, either actual or potential, bond right or claim, or contractual right or claim for payment with respect to any

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Work performed, rendered, supplied or furnished by Subcontractor prior to the Release Date; and, (2) all persons and entities that have performed or rendered labor or services, or supplied

or furnished materials, equipment, furniture and furnishings, to Subcontractor in connection with the Work have been paid in full, or upon receipt of the payment described above will be paid in full, all undisputed amounts, and Subcontractor has no knowledge of the filing of any lien, claim of lien, bond claim or contractual claim for payment by any such person or entity with respect to the Project.

Subcontractor acknowledges, affirms, represents and warrants that it has fully reviewed the terms and conditions of this waiver, that it is fully informed with respect to the legal effect of this waiver, and that it accepts the terms and conditions of this waiver in return for the payment recited above.

Given under hand and seal this 19 day of September, 2018_.

Quantum Coatings LLC
(Company Name)

By: _____

Its: Managing Member

STATE OF South Carolina

COUNTY OF Charleston

The foregoing instrument was signed, sealed and acknowledged before me this 19 day of September, 2018_, by the aforesaid representative, having been duly sworn and stating and affirming that he/she is duly authorized to give this Affidavit and that the foregoing statements are true.

Signed: _____
Notary Public

My Commission expires: 08/09/2026

ERICA KOCHIS NOTARY PUBLIC SOUTH CAROLINA

(Notary Seal)

Updated as of 6/30/2013

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Subcontractor's and Other Lower Tier's Conditional Partial Waiver and Release of Lien
(Upon Progress Payment)

KNOW ALL MEN BY THESE PRESENTS:

That Quantum Coatings LLC (the "Lienor") for and in consideration of the payment of the sum of $_____ and other good and valuable consideration paid by Balfour Beatty Construction, LLC (the "Contractor") or Library Associates, LLC ("Owner"), receipt of which is hereby acknowledged, hereby releases, waives and quit claims to Contractor, the Owner, and their respective successors and assigns, all liens, lien rights, claims or demands of any kind whatsoever, which Lienor now has or might have against Contractor and/or Owner and/or the buildings and improvements on the premises legally described as: See Exhibit "A" attached hereto (the "Property") on account of labor and services performed and/or material furnished for the construction of any improvements thereon; except for retention, and open change order requests, claims or disputes identified as follows:

_____

That the undersigned has the right and authority to execute this Conditional Partial Waiver and Release of Lien on behalf of the Lienor. That this is a waiver of all lien rights and other claims which Lienor has against the Property, the Contractor, and the Owner for all labor, material and services performed thereon, including all extras and change orders, that all laborers retained or employed by the Lienor for construction of improvements on the Property, all suppliers and sub-contractors of Lienor who have furnished labor, material and services for the undersigned for the construction of improvements on the Property, and all labor, services and materials used by the undersigned in the construction of said improvements, have been paid in full for work performed or materials supplied, up to and including the 31 day of June, 20 18, excluding the items identified hereinabove, if any.

THE UNDERSIGNED ACKNOWLEDGES THAT THE CONTRACTOR AND OWNER AND OTHER PARTIES HAVE A RIGHT TO RELY UPON THIS WAIVER AND RELEASE AND THAT MAKING ANY FALSE STATEMENTS SHALL CONSTITUTE PERJURY AND PUNISHMENT CAN BE MADE IN ACCORDANCE WITH THE LAWS OF THE STATE OF SOUTH CAROLINA.

IN WITNESS THEREOF, I have hereunto set my hand seal this 19 day of September, 20 18.

Signed, sealed and delivered
in the presence of:

Signature

Erica Kochis
Print Name

Quantum Coatings
a _____ corporation

Signature
Scott McCormack, Managing Member
Print Name & Title

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

ERICA KOCHIS NOTARY PUBLIC SOUTH CAROLINA

The foregoing instrument was acknowledged before me this 19 day of September, 2018 by Scott McCormack, _____ of Quantum Coatings LLC, a _____ corporation on, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

Erica Kochis

NOTARY PUBLIC, STATE OF SOUTH CAROLINA

My Commission Expires: 08/09/2026

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Balfour Beatty
Construction

Exhibit F2

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT
(Subcontractor/Vendor)

The undersigned, Sherwin Williams ("Subcontractor"), pursuant to a
(Name of Subcontractor)
contract or agreement with Balfour Beatty Construction, LLC, ("BBC"), Quantum Coatings, a subcontractor to BBC or a sub-subcontractor under which Subcontractor agreed to furnish labor, services, materials and/or equipment ("Work") for the construction of certain improvements on the work of improvement commonly known as: The Hotel at Marion Square ("Project")
(Name or Description of Project)
which is located at King & Calhoun Streets
(Street Address)
in the City of Charleston, and County of Charleston,

and is owned by Library Associates LLC ("Owner").
(Name of Owner)

Subcontractor has been paid and received payment of $ 104 434.44
(Amount paid to Subcontractor)
the sufficiency of which is hereby acknowledged and confessed, and as such Subcontractor hereby: (1) waives, releases and relinquishes any and all liens and claims of lien, actual or potential, and bonds or bond rights, for the Work performed, rendered, supplied or furnished by Subcontractor for or with respect to the Project through 8/31, 20 18 (the
(Insert date through which release is given)
"Release Period"); and, (2) waives, releases and relinquishes any and all claims for payment for Work performed, rendered, supplied or furnished by the Subcontractor for or with respect to the Project through the Release Period including any claims for extended or additional job costs and overhead, lost profits, impact costs and the like, as well as claims and demands arising from any contended delays, disruptions or changes to the Work, except with regard to retainage amounts and compensation for extra work but only to the extent such extra work is specifically identified below:

(Describe here or set out in an Attachment "A" which must be identified here and attached, all extras not included in the Release. Failure to describe any extras as excluded shall be a waiver and release of any right to payment for such work.)

Subcontractor hereby acknowledges payment in full of all amounts previously being due and payable to the undersigned for the Work. Subcontractor further affirms, represents and warrants that, except as noted above: (1) Subcontractor has no lien or claim of lien, either actual or potential, bond right or claim, or contractual right or claim for payment, with respect to any Work performed, rendered, supplied or furnished by Subcontractor prior to the Release Date; and, (2) all persons and entities that have performed or rendered labor or services, or supplied or furnished materials, equipment, furniture and furnishings, to Subcontractor in connection with

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the Work have been paid in full all undisputed amounts, and Subcontractor has no knowledge of the filing of any lien, claim of lien, bond claim or contractual claim for payment by any such person or entity with respect to the Project.

NOTICE: This document waives rights unconditionally and states that you have been paid for giving up those rights. This document is enforceable against you if you sign it, even if you have not been paid. If you have not been paid, use a conditional release form.

Subcontractor acknowledges, affirms, represents and warrants that it has fully reviewed the terms and conditions of this waiver, that it is fully informed with respect to the legal effect of this waiver, and that it accepts the terms and conditions of this waiver in return for the payment recited above.

Given under hand and seal this 18 day of September 2018

Sherwin Williams Company
(Company Name)

By: _____

Its: _____

STATE OF Georgia

COUNTY OF Dekalb

The foregoing instrument was signed, sealed and acknowledged before me this 18 day of September by the aforesaid representative, having been duly sworn and stating and affirming that he/she is duly authorized to give this Affidavit and that the foregoing statements are true.

Signed: _____
Notary Public

My Commission expires: 8-22-21

(Notary Seal)

Updated as of 6/29/2013

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Balfour Beatty
Construction

Exhibit F2

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT
(Subcontractor/Vendor)

The undersigned, Martinez Painting ("Subcontractor"), pursuant to a
(Name of Subcontractor)
contract or agreement with Balfour Beatty Construction, LLC, ("BBC"), Quantum Coatings, a subcontractor to BBC or a sub-subcontractor under which Subcontractor agreed to furnish labor, services, materials and/or equipment ("Work") for the construction of certain improvements on the work of improvement commonly known as: The Hotel at Marion Square ("Project")
(Name or Description of Project)
which is located at King & Calhoun Streets
(Street Address)
in the City of Charleston, and County of Charleston,

and is owned by Library Associates LLC ("Owner").
(Name of Owner)

Subcontractor has been paid and received payment of $ 356,836.47,
(Amount paid to Subcontractor)
the sufficiency of which is hereby acknowledged and confessed, and as such Subcontractor hereby: (1) waives, releases and relinquishes any and all liens and claims of lien, actual or potential, and bonds or bond rights, for the Work performed, rendered, supplied or furnished by Subcontractor for or with respect to the Project through September 9, 20 18 (the
(Insert date through which release is given)
"Release Period"); and, (2) waives, releases and relinquishes any and all claims for payment for Work performed, rendered, supplied or furnished by the Subcontractor for or with respect to the Project through the Release Period including any claims for extended or additional job costs and overhead, lost profits, impact costs and the like, as well as claims and demands arising from any contended delays, disruptions or changes to the Work, except with regard to retainage amounts and compensation for extra work but only to the extent such extra work is specifically identified below:

(Describe here or set out in an Attachment "A" which must be identified here and attached, all extras not included in the Release. Failure to describe any extras as excluded shall be a waiver and release of any right to payment for such work.)

Subcontractor hereby acknowledges payment in full of all amounts previously being due and payable to the undersigned for the Work. Subcontractor further affirms, represents and warrants that, except as noted above: (1) Subcontractor has no lien or claim of lien, either actual or potential, bond right or claim, or contractual right or claim for payment, with respect to any Work performed, rendered, supplied or furnished by Subcontractor prior to the Release Date; and, (2) all persons and entities that have performed or rendered labor or services, or supplied or furnished materials, equipment, furniture and furnishings, to Subcontractor in connection with

Updated as of 6/29/2013

ELECTRONICALLY FILED - 2023 May 16 9:07 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

the Work have been paid in full all undisputed amounts, and Subcontractor has no knowledge of the filing of any lien, claim of lien, bond claim or contractual claim for payment by any such person or entity with respect to the Project.

NOTICE: This document waives rights unconditionally and states that you have been paid for giving up those rights. This document is enforceable against you if you sign it, even if you have not been paid. If you have not been paid, use a conditional release form.

Subcontractor acknowledges, affirms, represents and warrants that it has fully reviewed the terms and conditions of this waiver, that it is fully informed with respect to the legal effect of this waiver, and that it accepts the terms and conditions of this waiver in return for the payment recited above.

Given under hand and seal this 19 day of Sept, 2018.

Painting Martinez LLC
(Company Name)

By: Erika Arriaga

Its: Office Manager

STATE OF South Carolina

COUNTY OF Charleston

The foregoing instrument was signed, sealed and acknowledged before me this 19 day of Sept, 18 by the aforesaid representative, having been duly sworn and stating and affirming that he/she is duly authorized to give this Affidavit and that the foregoing statements are true.

Signed: Erica Kochis
Notary Public

My Commission expires: 02/09/2026

ERICA KOCHIS NOTARY PUBLIC SOUTH CAROLINA (Notary Seal)

Updated as of 6/29/2013

Balfour Beatty

TIER RELEASE SCHEDULE & OCIP CONFIRMATION LOG

Job Name:	[illegible]
Job #:	135864001
Date Prepared:	8/15/2018
Prime Sub's Name:	Clawson Chimney LLC
Employment Dates From:	11
Last Month Employed:	8/30/2018

A	B	C	D	E	F		G		H	I	J	K	L
Subcontractors/Suppliers List all subs or suppliers who will perform work for this contract. Use Address & Phone Number	Indicate if Sub is based in county of Project	Notice to Owner Filed (Yes/No)	Date NTO Filed:	Bonded Sub? (Yes/No)	Has Tier been enrolled in OCIP Project: (Yes/No)		Has Sub started for work to date? (Yes/No)		Cumulative dollar amount Sub billed for work/materials to date:	Sub's most recent invoice # used through:	Sub's date most recent release is dated through the end of:	Tier's most recent release is PARTIAL or FINAL? Select One		Comments:
Subcontractor #1 123 Example Dr Somewhere, NC 27607 919-834-4724	yes - PIT	no	n/a		yes	no	yes	no	$12,123.00	4/27/2018	5/31/2018	PARTIAL	FINAL	Enrollment 2018
Clawson Williams 2000 Century Parkway NE Suite 900 Atlanta, GA 30345	Yes, we receive payments from Clawson Williams but do not bring our workers across GA state.	no	n/a	no		x		x	$104,434.44	8/31/2018	9/30/2018	x		
Cesar Alejandro Rodriguez Garcia 4720 Brisa Circle Lake 43 Charleston, SC 29406	Yes	no	n/a	no		x	x		$13,675.00	10/7/2017	10/7/2017	x		
Verge Fire Protection PO Box 1714 Mt Pleasant, SC 29465	Yes	no	n/a	no		x	x		$10,442.00	3/3/2018	3/3/2018	x		
Carolina Fence Company 2614 Aragon Ave #12 Charleston, SC 29408	Yes	no	n/a	no		x	x		$2,400.00	10/17/2017	12/17/2017	x		
National Painting 3443 Resort Circle Gainesville GA 30506	Yes	no	n/a	no		x	x		$330,836.87	9/30/18	9/30/2018	x		
MEB Painting	Yes	no	n/a	no		x	x		$6,723.00	11/10/2017	11/10/2017	x		
					YES	NO	YES	NO				PARTIAL	FINAL	
					YES	NO	YES	NO				PARTIAL	FINAL	
					YES	NO	YES	NO				PARTIAL	FINAL	
					YES	NO	YES	NO				PARTIAL	FINAL	

R - 15555

ELECTRONICALLY FILED - 2023 May 16 9:07 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

QUANTUM COATINGS

Change Order Request

Date: 9/19/2018

Request # 107

Attention: Balfour Beatty- Alec Dooley/ Nick Starcevic

Project Name: **Marion Hotel**

From: Scott McCormack

RE: **CCD 9**

		Foreman		Journeyman		Material		Line Item Total
Date	Description	**Units**	**Unit Costs**	**Units**	**Unit Costs**	**Units**	**Unit Costs**	
8/24/2018	Private Dining - Repaint Ceiling	8	$45.00		$40.00			$360.00
9/11/2018	1st Floor Casework Paint 1st & 2nd Coat	24	$45.00		$40.00			$1,080.00
9/10/2018	1st Floor Paint Trim at Lobby Area	10	$45.00		$40.00			$450.00
			$45.00		$40.00			$0.00
			$45.00		$40.00			$0.00
			$45.00		$40.00			$0.00
								$0.00
								$0.00
								$0.00
	Subtotals	42	$1,890.00	0.0	$0.00		$0.00	$1,890.00
	Overtime Required							**$945.00**

Sales Tax	9.0%	$0.00
Subtotal		**$2,835.00**
O&P	**15%**	**$ 425.25**
P&P Bond	**3.5%**	**$ 114.11**

TOTAL LABOR and MATERIAL **$3,374.36**

R - 15556

ELECTRONICALLY FILED - 2023 May 16 9:07 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

QUANTUM COATINGS | EXTRA WORK ORDER

CUSTOMER'S ORDER NO.	OUR JOB #	DATE
		9-11-18
JOB NAME	LOCATION	PHONE
Bennett Marion	1st Floor.	

ORDERED BY
Tim Spano

BILL TO

ADDRESS

TIME PLUS MATERIALS YES ☐ NO ☐
IF YES LABOR TO BE CHARGED AT $ _____ PER HR.

DESCRIPTION OF WORK

C.C.D 9

7-3:30

1st Floor casework.
Paint rust and 2nd coat
3 painters 8 hrs.

24 hrs.

I hereby authorize Quantum Coatings to complete the above described work.

SIGNATURE Tim Spano DATE 9-11-18

RECEIVED 15557

QUANTUM COATINGS | EXTRA WORK ORDER

CUSTOMER'S ORDER NO.	OUR JOB #	DATE
		8-24-18
JOB NAME	LOCATION	PHONE
Bennett Marion	Private Dining	

ORDERED BY
Tim Spano.

BILL TO

ADDRESS

TIME PLUS MATERIALS YES ☐ NO ☐
IF YES LABOR TO BE CHARGED AT $ _____ PER HR.

DESCRIPTION OF WORK

C.C.D 9 private Dining.

Repaint Ceiling.

1 guy 8 hrs. 7-3:30

CCD 9 - PAINT CEILINGS

I hereby authorize Quantum Coatings to complete the above described work.

SIGNATURE _____ DATE 8-24-18

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QUANTUM COATINGS | EXTRA WORK ORDER

CUSTOMER'S ORDER NO.	OUR JOB #	DATE
	CCD 9	9-10-18
JOB NAME	**LOCATION**	**PHONE**
Bayerly Union	1st Floor	
ORDERED BY		
Tip Spruce		
BILL TO		
ADDRESS		

TIME PLUS MATERIALS YES ☐ NO ☐
IF YES LABOR TO BE CHARGED AT $ _____ PER HR.

DESCRIPTION OF WORK

Prep. Lum at lobby area.

2 guards Reception

5 hrs.

10 hrs

I hereby authorize Quantum Coatings to complete the above described work.

SIGNATURE [redacted] DATE 9/18/18

R - 15558

ELECTRONICALLY FILED - 2023 May 16 9:07 AM - CIRCUIT COURT OF COMMON PLEAS - CASE#2019CP1901108

ELECTRONICALLY FILED - 2023 May 16 9:07 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Balfour Beatty
Construction

Request for Payment

Pay Request # 22
Work Performed Through: 09/30/18

Subcontractor's Name: David Allen Company, INC.
Subcontractor's Address: P.O Box 27705
Raleigh, NC 27611

Phone Number: 803-926-1040
Fax Number: 803-926-0350

Project Name: Hotel at Marion Square
Owner: Library Associates, LLC
Job No.: 13026000
Date: 09/13/18

Description of Work:	Tile	
Original Contract Amount	$3,348,828.00	
Change Order Total	$176,705.78	
Through C/O #:		
Total Revised Contract	$3,525,534.78	
Previous Work Performed to Date(SSR)	$3,496,528.73	
Value of Materials Stored On Site	$0.00	
Value of Materials Stored Off Site	$0.00	
Current Month Gross	$62,299.05	
New Work Performed to Date	$3,558,827.78	
Less 5 % Retainage	$177,940.98	
Amount Earned to Date	$3,380,886.80	
Less Previous Net Billings	$3,321,702.76	
Less Adjustments/Joint Checks	$0.00	
Less Pending Back Charges	$0.00	
Total Amount this Requisition	$59,184.04	

Subcontract [X] Purchase Order [ ]

Other Contract Type

Unit Price [ ] Lump Sum [X]
Bonded [ ] Unbonded [X]

Subguard [ ] Alternate Plan [ ]

Contract Increased 20%?	Y [ ]	N [X]
If yes, bond rider received	Y [ ]	N [ ]
EEO Reports Current	Y [ ]	N [ ]
Certified Payrolls Current	Y [ ]	N [ ]
Insurance Status	Finaled	
Insurance Expiration Date	01/01/19	
Release Attached	Y [ ]	N [ ]
Tier/Supplier Release # Required	Y [ ]	N [ ]
Reducing Retention	Y [ ]	N [ ]
If reducing retainage, reducing	From [ ]	To [X]
Consent of Surety for retention reduction if bonded	Y [ ]	N [ ]
New materials stored off site If yes, attach stored materials checklist	Y [ ]	N [X]
Final Payment If yes, see attached checklist	Y [ ]	N [X]

Owner Billing Number: 14
Owner Payment Rec'd Date:
Payment Terms: Pay When Paid
Pay Select # / Batch #

For Balfour Beatty Use Only:

	CO #	Vendor #	Job #	Contract No.
	42040	111420	13026000	546466
Date	Invoice #	Description		
09/30/18	13026000 - 22	13026000 . PE# 22 . 18.09		
Gross Amount		Retainage Amt	Net Amount	
$62,299.05		$3,114.95	$59,184.04	
Trade Account?	Tax Code	Pay Item & Cost Code		Accrue Tax?
NO				NO

Hall Codes: PM Approval
O/F
Lower Tier Waivers
Change orders

Approvals:
PM / Date
CA 09/18/18
PA / Date
APA / Date

ELECTRONICALLY FILED - 2023 May 16 9:07 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Balfour Beatty
Construction

Request for Payment

Pay Request # 22
Work Performed Through 09/30/18

Subcontractor's Name: David Allen Company, INC.
Subcontractor's Address: P O Box 27705
Raleigh, NC 27611

Phone Number: 803-926-1040
Fax Number: 803-926-0350

Project Name: Hotel at Marion Square
Owner: Library Associates, LLC
Job No.: 13026000
Date: 09/13/18

Description of Work: Tile

Original Contract Amount	$3,348,828.00	
Change Order Total	$176,706.78	
Through C/O #: 19-Jan		
Total Revised Contract	$3,525,534.78	
Previous Work Performed to Date(SSR)	$3,558,827.78	
Value of Materials Stored On Site	$0.00	
Value of Materials Stored Off Site	$0.00	
Current Month Gross	$62,299.05	
New Work Performed to Date	$3,558,827.78	
Less 5.0 % Retainage	$177,940.98	
Amount Earned to Date	$3,380,886.80	
Less Previous Net Billings	$3,321,702.76	
Less Adjustments/Joint Checks	$0.00	
Less Pending Back Charges	$0.00	
Total Amount this Requisition	$59,184.04	

Subcontract [X] Purchase Order [ ]

Other Contract Type

Unit Price [ ] Lump Sum [X]
Bonded [ ] Unbonded [X]

Subguard [ ] Alternate Plan [ ]

Contract Increased 20%?	Y [ ]	N [X]
If yes, bond rider received	Y [ ]	N [ ]
EEO Reports Current	Y [ ]	N [ ]
Certified Payrolls Current	Y [ ]	N [ ]
Insurance Status	Finaled	
Insurance Expiration Date	01/01/17	
Release Attached	Y [ ]	N [ ]
Tier/Supplier Release if Required	Y [ ]	N [ ]
Reducing Retention	Y [ ]	N [ ]
If reducing retainage, reducing	From [ ]	To [X]
Consent of Surety for retention reduction if bonded	Y [ ]	N [ ]
New materials stored off site If yes, attach stored materials checklist	Y [ ]	N [X]
Final Payment If yes, see attached checklist	Y [ ]	N [X]

Owner Billing Number: 14

Owner Payment Rec'd Date:

Payment Terms: Pay When Paid

Pay Select #

For Balfour Beatty Use Only:

	CO #	Vendor #	Job #	Contract No.
	42040	111420	13026000	24
Date	**Invoice #**	**Description**		
09/30/18	13026000 - 22	13026000 . PE# 22 . 18.09		
Gross Amount		**Retainage Amt**	**Net Amount**	
$62,299.05		$3,114.95	$59,184.04	
Trade Account?	**Tax Code**	**Pay Item & Cost Code**		**Accrue Tax?**
NO				NO

Hall Codes:

Approvals:

PM / Date

PA / Date

APA / Date

R - 15560

ELECTRONICALLY FILED - 2023 May 16 9:07 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Subcontractor's and Other Lower Tier's Conditional Partial Waiver and Release of Lien
(Upon Progress Payment)

KNOW ALL MEN BY THESE PRESENTS:

That David Allen Company, Inc. (the "Lienor") for and in consideration of the payment of the sum of $ 59,184.04 and other good and valuable consideration paid by Balfour Beatty Construction, LLC (the "Contractor") or Library Associates, LLC ("Owner"), hereby releases, waives and quit claims to Contractor, the Owner, and their respective successors and assigns, all liens, lien rights, claims or demands of any kind whatsoever, which Lienor now has or might have against Contractor and/or Owner and/or the buildings and improvements on the premises legally described as: See Exhibit "A" attached hereto (the "Property") on account of labor and services performed and/or material furnished for the construction of any improvements thereon; except for retention, and open change order requests, claims or disputes identified as follows:

This excludes the attached list of extra work and any extra work being performed in the field through the end of the month.

That the undersigned has the right and authority to execute this Conditional Partial Waiver and Release of Lien on behalf of the Lienor. That this is a waiver of all lien rights and other claims which Lienor has against the Property, the Contractor, and the Owner for all labor, material and services performed thereon, including all extras and change orders, that all laborers retained or employed by the Lienor for construction of improvements on the Property, all suppliers and sub-contractors of Lienor who have furnished labor, material and services for the undersigned for the construction of improvements on the Property, and all labor, services and materials used by the undersigned in the construction of said improvements, have been paid in full for work performed or materials supplied, up to and including the 31st day of July, 2018, excluding the items identified hereinabove, if any.

THE UNDERSIGNED ACKNOWLEDGES THAT THE CONTRACTOR AND OWNER AND OTHER PARTIES HAVE A RIGHT TO RELY UPON THIS WAIVER AND RELEASE AND THAT MAKING ANY FALSE STATEMENTS SHALL CONSTITUTE PERJURY AND PUNISHMENT CAN BE MADE IN ACCORDANCE WITH THE LAWS OF THE STATE OF SOUTH CAROLINA.

IN WITNESS THEREOF, I have hereunto set my hand seal this 13th day of September, 2018.

Signed, sealed and delivered
in the presence of:

Signature

Ted. Hinton
Print Name

David Allen Company, Inc.
a North Carolina corporation

Signature

Joseph B. Martin, VP
Print Name & Title

STATE OF North Carolina

COUNTY OF Wake

The foregoing instrument was acknowledged before me this 13th day of September, 2018, by Joseph B. Martin, VP of David Allen Company, Inc., a North Carolina corporation on, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

NOTARY PUBLIC, STATE OF North Carolina

My Commission Expires: 03/28/2022

NOTARY PUBLIC WAKE COUNTY, NC My Commission Expires 03/28/2022

ELECTRONICALLY FILED - 2023 May 16 9:07 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Balfour Beatty
Construction

Exhibit F1

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

(Subcontractor/Vendor)

The undersigned, David Allen Company, Inc. (Name of Subcontractor/Vendor)

("Subcontractor"), pursuant to a contract or agreement with:

Balfour Beatty Construction, LLC ("BBC"), a subcontractor to BBC or a sub-subcontractor under which Subcontractor agreed to furnish labor, services, materials and/or equipment ("Work") for the construction of certain improvements on the work of improvement commonly known as:

Hotel at Marion Square (Name or Description of Project) ("Project")

which is located at 404 King Street, Charleston, SC 29403 (Street Address)

in the City of Charleston, and County of Charleston, and is owned by

Library Associates, LLC. (Name of Owner) ("Owner")

Upon receipt by Subcontractor of a check in the sum of $ 59,184.04 (Amount to be paid to Subcontractor/Vendor) the sufficiency of which is hereby acknowledged and confessed, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective pursuant to which the Subcontractor hereby: (1) waives, releases and relinquishes any and all liens and claims of lien, actual or potential, and all bonds and bond rights, for the Work performed, rendered, supplied or furnished by Subcontractor for or with respect to the Proj 9/30/2018 (insert date through which release is given) (the "Release Period"); and, (2) waives, releases and relinquishes any and all claims for payment for Work performed, rendered, supplied or furnished by the Subcontractor for or with respect to the Project through the Release Period including any claims for extended or additional job costs and overhead, lost profits, impact costs and the like, as well as claims and demands arising from any contended delays, disruptions or changes to the Work, except with regard to retainage amounts and compensation for extra work but only to the extent such extra work is specifically identified below:

This excludes the attached list of extra work and any extra work being performed in the field through the end of the month

(Describe here or set out in an Attachment "A" which must be identified here and attached, all extras not included in the Release. Failure to describe any extras as excluded shall be a waiver and release of any right to payment for such work.)

Subcontractor hereby acknowledges payment in full of all amounts previously being due and payable to the undersigned for the Work. Subcontractor further affirms, represents and warrants that, except as noted above: (1) Subcontractor has no lien or claim of lien, either actual or potential, bond right or claim, or contractual right or claim for payment with respect to any Work performed, rendered, supplied or furnished by Subcontractor prior to the Release Date; and, (2) all persons and entities that have performed or rendered labor or services, or supplied or furnished materials, equipment, furniture and furnishings, to Subcontractor in connection with the Work have been paid in full, or upon receipt of the payment described above will be paid in full, all undisputed amounts, and Subcontractor has no knowledge of the filing of any lien, claim of lien, bond claim or contractual claim for payment by any such person or entity with respect to the Project.

Subcontractor acknowledges, affirms, represents and warrants that it has fully reviewed the terms and conditions of this waiver, that it is fully informed with respect to the legal effect of this waiver, and that it accepts the terms and conditions of waiver in return for the payment recited above

Given under hand and seal this 13th day of September 20 18

David Allen Company, Inc. (Name of Subcontractor/Vendor)

signature

By: Joseph B. Martin, VP (Print or Type the Signers Name and Title)

STATE OF North Carolina

COUNTY OF Wake

The foregoing instrument was signed, sealed and acknowledged before me this 13th day of September 20 18, by the aforesaid representative, having been duly sworn and stating and affirming that he/she is authorized to give this Affidavit and that the foregoing statements are true

Signed: Notary Public

My Commission expires: 3/28/2018

JOY H. HILTON NOTARY PUBLIC WAKE COUNTY, NC My Commission Expires 03/28/2022

Application and Certificate For Payment

To Owner:	BALFOUR BEATTY CONSTRUCTION 1930 Camden Rd., Suite 280 Charlotte, NC 28203	Project:	Hotel at Marion Square 404 King Street Charleston, SC 29403	Application No: Date: Period To:	22 9/15/2018 9/30/2018
From(Contractor):	David Allen Company, Inc. PO Box 27705 Raleigh, NC 27611	Contractor Job Number: Via (Architect): Contract For:	SC510401/17	Architect's Project No: Contract Date:	
Phone:	919 821-7100				

Contractor's Application For Payment

Change Order Summary	Additions	Deductions
Change orders approved in previous months by owner	210,164.00	-86,465.00

Number	Date Approved		
Change orders approved this month			
Totals			
Net change by change orders		123,699.00	

Original contract sum	3,348,828.00
Net change by change orders	176,706.78
Contract sum to date	3,525,534.78
Total completed and stored to date	3,558,827.78
Retainage	
5.0% of completed work	177,940.98
5.0% of stored material	0.00
Total retainage	177,940.98
Total earned less retainage	3,380,886.80
Less previous certificates of payment	3,321,702.76
Current sales tax	
0.000% of taxable amount	0.00
Current sales tax	0.00
Current payment due	**59,184.04**
Balance to finish, including retainage	144,910.98

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

Contractor:

By: _____ Date: 9/13/2018

JODI HINTON NOTARY PUBLIC WAKE COUNTY, NC My Commission Expires 03/26/2022

State of: North Carolina County of: Wake

Subscribed and sworn to before me this 13th day of September, 2018.

Notary public: _____

My commission expires: 03/26/22.

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: $ _____

Architect:

By: _____ Date: _____

This Certification 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.

R - 15563

ELECTRONICALLY FILED - 2023 May 16 9:07 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Application and Certificate For Payment -- page 2

To Owner: BALFOUR BEATTY CONSTRUCTION

Application No: 22 Date: 9/15/2018

From (Contractor): David Allen Company, Inc.
Project: Hotel at Marion Square

Contractor's Job Number: SC510401/17
Architect's Project No:

Period To: 9/30/2018

Item Number	Description	Scheduled Value	Work Completed: Previous Application	Work Completed: This Period	Materials Presently Stored	Completed and Stored to Date	%	Balance to Finish	Retention	Memo
01001	Submittals	16,744.00	16,744.00	0.00	0.00	16,744.00	100.00	0.00	837.20	
01002	Mobilization	16,744.00	16,744.00	0.00	0.00	16,744.00	100.00	0.00	837.20	
01003	Guest Room Mockups	20,650.00	20,650.00	0.00	0.00	20,650.00	100.00	0.00	1,032.50	
01004	Thin Brick at Rooftop Bar	28,800.00	28,800.00	0.00	0.00	28,800.00	100.00	0.00	1,440.00	
01005	Kitchen Floors	64,567.00	64,567.00	0.00	0.00	64,567.00	100.00	0.00	3,228.35	
01006	Patisserie Tops	15,985.00	15,985.00	0.00	0.00	15,985.00	100.00	0.00	799.25	
01007	1st Floor Pub Rest Tops	6,860.00	6,860.00	0.00	0.00	6,860.00	100.00	0.00	343.00	
01008	Lobby Bar Top	12,256.00	12,256.00	0.00	0.00	12,256.00	100.00	0.00	612.80	
01009	Camelia Bar Feb/Install	3,856.00	3,856.00	0.00	0.00	3,856.00	100.00	0.00	192.80	
0101	Tile	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
01010	Kitchen Tops	2,970.00	2,970.00	0.00	0.00	2,970.00	100.00	0.00	148.50	
01011	2nd Floor Public Rest Tops	8,075.00	8,075.00	0.00	0.00	8,075.00	100.00	0.00	403.74	
01012	Spa Treatment Tops	5,824.00	5,824.00	0.00	0.00	5,824.00	100.00	0.00	291.20	
01013	Mani Pedi Tops	2,980.00	2,980.00	0.00	0.00	2,980.00	100.00	0.00	149.00	
01014	Manager Apartment Tops	4,051.00	4,051.00	0.00	0.00	4,051.00	100.00	0.00	202.55	
01015	6th Floor Concierge Tops	9,254.00	9,254.00	0.00	0.00	9,254.00	100.00	0.00	462.70	
01016	Rooftop Restroom Tops	4,023.00	4,023.00	0.00	0.00	4,023.00	100.00	0.00	201.15	
01017	Patisserie Floor - Materials	23,569.00	23,569.00	0.00	0.00	23,569.00	100.00	0.00	1,178.00	
01018	Patisserie Floor - Labor	15,197.00	14,437.15	759.85	0.00	15,197.00	100.00	0.00	759.84	
01019	Spa Retail - Materials	14,563.00	14,563.00	0.00	0.00	14,563.00	100.00	0.00	728.15	
01020	Spa Retail - Labor	9,390.00	8,920.50	469.50	0.00	9,390.00	100.00	0.00	469.50	
01021	1st Fl Publ Rest/Vest Tile - M	20,926.00	20,926.00	0.00	0.00	20,926.00	100.00	0.00	1,046.30	
01022	1st Fl Publ Rest/Vest Tile - L	13,493.00	12,818.35	674.65	0.00	13,493.00	100.00	0.00	674.64	
01023	1st Floor Elev Lobby - Matl	5,601.00	5,601.00	0.00	0.00	5,601.00	100.00	0.00	280.05	
01024	1st Floor Elev Lobby - Labor	3,611.00	3,430.45	180.55	0.00	3,611.00	100.00	0.00	180.55	

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ELECTRONICALLY FILED - 2023 May 16 9:07 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Application and Certificate For Payment -- page 3

To Owner: BALFOUR BEATTY CONSTRUCTION

Application No: 22 Date: 9/15/2018

From (Contractor): David Allen Company, Inc.

Contractor's Job Number: SCS10401/17

Project: Hotel at Marion Square

Architect's Project No:

Period To: 9/30/2018

Item Number	Description	Scheduled Value	Work Completed: Previous Application	Work Completed: This Period	Materials Presently Stored	Completed and Stored to Date	%	Balance to Finish	Retention	Memo
01025	Elevator Cabs - Materials	5,601.00	5,320.95	280.05	0.00	5,601.00	100.00	0.00	280.05	
01026	Elevator Cabs - Labor	3,611.00	0.00	3,611.00	0.00	3,611.00	100.00	0.00	180.55	
01027	Camelia Lounge Floor - Matl	73,934.00	73,934.00	0.00	0.00	73,934.00	100.00	0.00	3,696.70	
01028	Camelia Lounge Floor - Labor	47,672.00	45,288.40	2,383.60	0.00	47,672.00	100.00	0.00	2,383.60	
01029	Lobby/Concierge Floor - M	84,599.00	84,599.00	0.00	0.00	84,599.00	100.00	0.00	4,229.95	
01030	Lobby/Concierge Floor - L	54,548.00	51,820.60	2,727.40	0.00	54,548.00	100.00	0.00	2,727.40	
01031	1st Floor Rotunda - Matl	22,852.00	22,852.00	0.00	0.00	22,852.00	100.00	0.00	1,142.60	
01032	1st Floor Rotunda - Labor	14,735.00	13,998.25	736.75	0.00	14,735.00	100.00	0.00	736.75	
01033	Foyer - Materials	15,459.00	15,459.00	0.00	0.00	15,459.00	100.00	0.00	772.95	
01034	Foyer - Labor	9,968.00	9,469.60	498.40	0.00	9,968.00	100.00	0.00	498.40	
01035	1st Floor Staff Restrooms - M	5,377.00	5,377.00	0.00	0.00	5,377.00	100.00	0.00	268.85	
01036	1st Floor Staff Restrooms - L	3,467.00	3,293.65	173.35	0.00	3,467.00	100.00	0.00	173.34	
01037	2nd Floor Public Rest Tile - M	16,355.00	16,355.00	0.00	0.00	16,355.00	100.00	0.00	817.75	
01038	2nd Floor Public Rest Tile - L	10,546.00	10,018.70	527.30	0.00	10,546.00	100.00	0.00	527.30	
01039	2nd Floor Spa Toilets - Matl	1,344.00	1,344.00	0.00	0.00	1,344.00	100.00	0.00	67.31	
01040	2nd Floor Spa Toilets- Labor	867.00	823.65	43.35	0.00	867.00	100.00	0.00	43.34	
01041	2nd Flor Spa Showers - Matl	1,792.00	1,792.00	0.00	0.00	1,792.00	100.00	0.00	89.60	
01042	2nd Floor Spa Showers - Labor	1,156.00	1,098.20	57.80	0.00	1,156.00	100.00	0.00	57.80	
01043	Mani Pedi Tile - Material	8,402.00	8,402.00	0.00	0.00	8,402.00	100.00	0.00	420.10	
01044	Mani Pedi Tile - Labor	5,417.00	5,146.15	270.85	0.00	5,417.00	100.00	0.00	270.85	
01045	2nd Floor Fitness Restrm - M	1,232.00	1,232.00	0.00	0.00	1,232.00	100.00	0.00	61.60	
01046	2nd Floor Fitness Restrm - L	795.00	755.25	39.75	0.00	795.00	100.00	0.00	39.74	
01047	2nd Flr Elev Lobbies/Pantry -M	10,440.00	10,440.00	0.00	0.00	10,440.00	100.00	0.00	522.00	
01048	2nd Flr Elev Lobbies/Pantry -L	6,732.00	6,395.40	336.60	0.00	6,732.00	100.00	0.00	336.60	
01049	Prefunction Vestibule - Matls	2,240.00	2,240.00	0.00	0.00	2,240.00	100.00	0.00	112.00	

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Application and Certificate For Payment -- page 4

To Owner: BALFOUR BEATTY CONSTRUCTION

Application No: 22 Date: 9/15/2018

From (Contractor): David Allen Company, Inc.

Contractor's Job Number: SC510401/17

Project: Hotel at Marion Square

Architect's Project No:

Period To: 9/30/2018

Item Number	Description	Scheduled Value	Work Completed: Previous Application	Work Completed: This Period	Materials Presently Stored	Completed and Stored to Date	%	Balance to Finish	Retention	Memo
01050	Prefunction Vestibule - Labor	1,445.00	1,372.75	72.25	0.00	1,445.00	100.00	0.00	72.25	
01051	2nd Floor Rotunda - Materials	23,189.00	23,189.00	0.00	0.00	23,189.00	100.00	0.00	1,159.45	
01052	2nd Floor Rotunda - Labor	14,952.00	14,204.40	747.60	0.00	14,952.00	100.00	0.00	747.60	
01053	Stair 1 - Materials	13,443.00	13,443.00	0.00	0.00	13,443.00	100.00	0.00	672.15	
01054	Stair 1 - Labor	8,668.00	8,234.60	433.40	0.00	8,668.00	100.00	0.00	433.40	
01055	Stair 2 - Materials	13,443.00	13,443.00	0.00	0.00	13,443.00	100.00	0.00	672.15	
01056	Stair 2 - Labor	8,668.00	8,234.60	433.40	0.00	8,668.00	100.00	0.00	433.40	
01057	3rd Flr Terrace Merkrete - M	8,497.00	8,497.00	0.00	0.00	8,497.00	100.00	0.00	424.85	
01058	3rd Flr Terrace Merkrete - L	19,826.00	19,826.00	0.00	0.00	19,826.00	100.00	0.00	991.30	
01059	3rd Flr Terrace Tile - Matls	76,175.00	76,175.00	0.00	0.00	76,175.00	100.00	0.00	3,808.75	
01060	3rd Flr Terrace Tile - Labor	49,116.00	46,660.20	2,455.80	0.00	49,116.00	100.00	0.00	2,455.80	
01061	3rd Flr Elevator Lobby - Matls	3,831.00	3,831.00	0.00	0.00	3,831.00	100.00	0.00	191.55	
01062	3rd Flr Elevator Lobby - Labor	2,470.00	2,346.50	123.50	0.00	2,470.00	100.00	0.00	123.49	
01063	3rd Flr Guest Room Floors- M	138,571.00	138,571.00	0.00	0.00	138,571.00	100.00	0.00	6,928.55	
01064	3rd Flr Guest Room Floors- L	89,348.00	84,880.60	4,467.40	0.00	89,348.00	100.00	0.00	4,467.40	
01065	3rd Flr Guest Room Walls - M	81,686.00	81,686.00	0.00	0.00	81,686.00	100.00	0.00	4,084.30	
01066	3rd Flr Guest Room Walls - L	52,670.00	50,036.50	2,633.50	0.00	52,670.00	100.00	0.00	2,633.50	
01067	4th Flr Elevator Lobby - Matls	3,831.00	3,831.00	0.00	0.00	3,831.00	100.00	0.00	191.55	
01068	4th Flr Elevator Lobby - Labor	2,470.00	2,346.50	123.50	0.00	2,470.00	100.00	0.00	123.50	
01069	4th Flr Guest Room Floors - M	139,041.00	139,041.00	0.00	0.00	139,041.00	100.00	0.00	6,952.05	
01070	4th Flr Guest Room Floors - L	89,652.00	85,169.40	4,482.60	0.00	89,652.00	100.00	0.00	4,482.60	
01071	4th Flr Guest Room Walls - M	78,124.00	78,124.00	0.00	0.00	78,124.00	100.00	0.00	3,906.20	
01072	4th Flr Guest Room Walls - L	50,373.00	47,854.35	2,518.65	0.00	50,373.00	100.00	0.00	2,518.65	
01073	5th Flr Elevator Lobby - M	3,831.00	3,831.00	0.00	0.00	3,831.00	100.00	0.00	191.55	
01074	5th Flr Elevator Lobby - L	2,470.00	2,346.50	123.50	0.00	2,470.00	100.00	0.00	123.50	

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Application and Certificate For Payment -- page 5

To Owner: BALFOUR BEATTY CONSTRUCTION

Application No: 22 Date: 9/15/2018

From (Contractor): David Allen Company, Inc.

Contractor's Job Number: SC510401/17

Project: Hotel at Marion Square

Architect's Project No:

Period To: 9/30/2018

Item Number	Description	Scheduled Value	Work Completed: Previous Application	Work Completed: This Period	Materials Presently Stored	Completed and Stored to Date	%	Balance to Finish	Retention	Memo
01075	5th Flr Guest Room Floors - M	132,051.00	132,051.00	0.00	0.00	132,051.00	100.00	0.00	6,602.55	
01076	5th Flr Guest Room Floors - L	85,144.00	80,886.80	4,257.20	0.00	85,144.00	100.00	0.00	4,257.20	
01077	5th Flr Guest Room Walls - M	74,315.00	74,315.00	0.00	0.00	74,315.00	100.00	0.00	3,715.75	
01078	5th Flr Guest Room Walls - L	47,917.00	45,521.15	2,395.85	0.00	47,917.00	100.00	0.00	2,395.85	
01079	6th Flr Terrace Merkrete - M	12,745.00	12,745.00	0.00	0.00	12,745.00	100.00	0.00	637.25	
01080	6th Flr Terrace Merkrete - L	29,740.00	29,740.00	0.00	0.00	29,740.00	100.00	0.00	1,487.00	
01081	6th Flr Terrace Tile - Matls	121,499.00	121,499.00	0.00	0.00	121,499.00	100.00	0.00	6,074.95	
01082	6th Flr Terrace Tile - Labor	78,340.00	74,423.00	3,917.00	0.00	78,340.00	100.00	0.00	3,917.00	
01083	6th Flr Elevator Lobby - M	5,310.00	5,310.00	0.00	0.00	5,310.00	100.00	0.00	265.50	
01084	6th Flr Elevator Lobby - L	3,424.00	3,252.80	171.20	0.00	3,424.00	100.00	0.00	171.20	
01085	6th Flr Guest Room Floors - M	74,360.00	74,360.00	0.00	0.00	74,360.00	100.00	0.00	3,718.00	
01086	6th Flr Guest Room Floors - L	47,946.00	45,548.70	2,397.30	0.00	47,946.00	100.00	0.00	2,397.30	
01087	6th Flr Guest Room Walls - M	42,927.00	42,927.00	0.00	0.00	42,927.00	100.00	0.00	2,146.35	
01088	6th Flr Guest Room Walls - L	27,678.00	26,294.10	1,383.90	0.00	27,678.00	100.00	0.00	1,383.90	
01089	7th Flr Elevator Lobby - Matls	3,831.00	3,831.00	0.00	0.00	3,831.00	100.00	0.00	191.55	
01090	7th Flr Elevator Lobby - Labor	2,470.00	2,346.50	123.50	0.00	2,470.00	100.00	0.00	123.50	
01091	7th Flr Guest Room Floors - M	92,844.00	92,844.00	0.00	0.00	92,844.00	100.00	0.00	4,642.20	
01092	7th Flr Guest Room Floors - L	59,864.00	56,870.80	2,993.20	0.00	59,864.00	100.00	0.00	2,993.20	
01093	7th Flr Guest Room Walls - M	57,154.00	57,154.00	0.00	0.00	57,154.00	100.00	0.00	2,857.70	
01094	7th Flr Guest Room Walls - L	36,852.00	35,009.40	1,842.60	0.00	36,852.00	100.00	0.00	1,842.60	
01095	8th Flr Elevator Lobby - Matls	3,831.00	3,831.00	0.00	0.00	3,831.00	100.00	0.00	191.55	
01096	8th Flr Elevator Lobby - Labor	2,470.00	2,346.50	123.50	0.00	2,470.00	100.00	0.00	123.50	
01097	8th Flr Guest Room Floors - M	96,025.00	96,025.00	0.00	0.00	96,025.00	100.00	0.00	4,801.25	
01098	8th Flr Guest Room Floors - L	61,915.00	58,819.25	3,095.75	0.00	61,915.00	100.00	0.00	3,095.75	
01099	8th Flr Guest Room Walls - M	56,750.00	56,750.00	0.00	0.00	56,750.00	100.00	0.00	2,837.50	

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Application and Certificate For Payment -- page 6

To Owner: BALFOUR BEATTY CONSTRUCTION

Application No: 22 Date: 9/15/2018

From (Contractor): David Allen Company, Inc.
Project: Hotel at Marion Square

Contractor's Job Number: SC510401/17
Architect's Project No:

Period To: 9/30/2018

Item Number	Description	Scheduled Value	Work Completed: Previous Application	Work Completed: This Period	Materials Presently Stored	Completed and Stored to Date	%	Balance to Finish	Retention	Memo
01100	8th Flr Guest Room Walls - L	36,592.00	34,762.40	1,829.60	0.00	36,592.00	100.00	0.00	1,829.60	
01101	Rooftop Elevator Lobbies - M	19,089.00	19,089.00	0.00	0.00	19,089.00	100.00	0.00	954.45	
01102	Rooftop Elevator Lobbies - L	12,308.00	11,692.60	615.40	0.00	12,308.00	100.00	0.00	615.40	
01103	Rooftop Shower - Materials	4,481.00	4,481.00	0.00	0.00	4,481.00	100.00	0.00	224.05	
01104	Rooftop Shower - Labor	2,889.00	2,889.00	0.00	0.00	2,889.00	100.00	0.00	144.45	
01105	Rooftop Bar Floor - Materials	47,049.00	47,049.00	0.00	0.00	47,049.00	100.00	0.00	2,352.45	
01106	Rooftop Bar Floor - Labor	30,337.00	28,820.15	1,516.85	0.00	30,337.00	100.00	0.00	1,516.85	
01107	Rooftop Merkrete - Materials	17,380.00	17,380.00	0.00	0.00	17,380.00	100.00	0.00	869.00	
01108	Rooftop Merkrete - Labor	40,554.00	40,554.00	0.00	0.00	40,554.00	100.00	0.00	2,027.70	
01109	Pool Deck/Terrace Tile - Matls	100,820.00	100,820.00	0.00	0.00	100,820.00	100.00	0.00	5,041.00	
01110	Pool Deck/Terrace Tile - Labor	65,007.00	61,756.65	3,250.35	0.00	65,007.00	100.00	0.00	3,250.35	
CO 01	Deduct to modify work	-19,085.00	-19,085.00	0.00	0.00	-19,085.00	100.00	0.00	-954.25	
CO 02	Zero Change order	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
CO 03	Guestroom Mockup Glass	9,283.00	9,283.00	0.00	0.00	9,283.00	100.00	0.00	464.15	
CO 04	Credit for SF-09 Thin Brick Wall	-16,810.00	-16,810.00	0.00	0.00	-16,810.00	100.00	0.00	-840.50	
CO 05	SI-48 Add of Shower	7,495.00	7,495.00	0.00	0.00	7,495.00	100.00	0.00	374.75	
CO 06	Private Terrace Prep on L3	95,485.00	95,485.00	0.00	0.00	95,485.00	100.00	0.00	4,774.25	
CO 07	Camellia's Lounge GMP to SI54	-3,566.00	-3,566.00	0.00	0.00	-3,566.00	100.00	0.00	-178.30	
CO 08	ADA Bathroom Floor Tile Revision	3,511.00	3,511.00	0.00	0.00	3,511.00	100.00	0.00	175.55	
CO 09	SI 54 Tile Revisions - Entry Foyer	6,485.00	6,485.00	0.00	0.00	6,485.00	100.00	0.00	324.25	
CO 10	Elevator Lobby Stone & Tile	1,963.00	1,963.00	0.00	0.00	1,963.00	100.00	0.00	98.15	
CO 11	Camelia' Bar - Pink Marble Changes	6,877.00	6,877.00	0.00	0.00	6,877.00	100.00	0.00	343.85	
CO 12	Epoxy in Back of House	2,718.78	2,718.78	0.00	0.00	2,718.78	100.00	0.00	135.94	
CO 13	Lobby & Bar GMP to SI-54	1,713.00	1,713.00	0.00	0.00	1,713.00	100.00	0.00	85.65	
CO 14	SPA GMP to SI-54	1,934.00	1,934.00	0.00	0.00	1,934.00	100.00	0.00	96.70	
CO 15	9th Floor Bar GMP to SI Billing Total	17,736.00	17,736.00	0.00	0.00	17,736.00	100.00	0.00	886.80	

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CO 16	Spa Retail Countertops Billing Total	9,147.00	9,147.00	0.00	0.00	9,147.00	100.00	0.00	457.35
CO 17	Patisserie-GMP to SI-54	1,531.00	1,531.00	0.00	0.00	1,531.00	100.00	0.00	76.55
CO 18	Guestroom Tile Revision	50,126.00	50,126.00	0.00	0.00	50,126.00	100.00	0.00	2,506.30
CO 19	RFI 1118	163.00	163.00	0.00	0.00	163.00	100.00	0.00	8.15
CO 20	EWO- Cut Vanity Backsplashes	263.00	263.00	0.00	0.00	263.00	100.00	0.00	13.15
PCO	See PCO Log: 12, 13	0.00	33,030.00	0.00	0.00	33,030.00	100.00	-33,030.00	1,651.50
	Application Total	3,525,797.78	3,496,528.73	62,299.05	0.00	3,558,827.78	100.00	-33,030.00	177,940.98

ELECTRONICALLY FILED - 2023 May 16 9:07 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Balfour Beatty
Construction

TIER RELEASE SCHEDULE

Job Name	Hotel at Marion Square
Job #	13026000

Date Prepared:	9/13/2018

PRIME SUB'S NAME	David Allen Company, INC.
Attachment for Pay Req #:	22
for Month Ending:	9/30/2018

A	B	C	D	E	F		G	H	I	J		K
Subcontractors/Suppliers List all subs or suppliers who will perform work for this contract. List Address & Phone Number	**Indicate if tier is based in county of Project**	**Notice to Owner Filed?(NTO) (Yes/No)**	**Date NTO Filed:**	**Bonded Sub? (Yes/No)**	**Has tier billed for work to date? select: (Yes/No)**		**Cumulative dollar amount tier billed for work/materials to date:**	**Tier's most recent invoice is dated through:**	**Tier's most recent release is dated through: *(as noted on releases)***	**Tier's most recent release is PARTIAL or FINAL? Select One**		**Comments:**
SAMPLE ITEM *123 Example Dr* *Somewhere, NC 27607* *[illegible]*	*yes - PIT*	*NO*	*N/A*		*YES*	*NO*	*$12,123.00*	*4/27/2010*	*3/31/2010*	*PARTIAL*	*FINAL*	*thru March 2010*
Ceramic Technics	No				Yes		$506,375.50	7/17/2018	7/31/2018	PARTIAL		
Daltile	No				YES		$128,968.44	6/27/2018	7/31/2018	PARTIAL		
Emser Tile	No				YES		$39,638.65	6/9/2017	7/31/2018	PARTIAL		
Marmi Natural Stone, LLC	No				Yes		$22,233.51	12/21/2017	9/31/2018	PARTIAL		
Palmetto Tile	No				YES		$27,797.37	7/25/2018	7/31/2018	PARTIAL		
D & S Flooring Corp	No				YES		$6,048.00	4/4/2017	11/30/2017	PARTIAL		
MVP Granite	Yes				YES		$54,291.62	7/31/2018	7/31/2018	PARTIAL		
Pride Construction	No				YES		$229,978.54	7/31/2018	7/31/2018	PARTIAL		
Jeff Seibert	No				YES		$27,013.75	11/30/2017	6/30/2018	PARTIAL		
Vevilla Tile LLC	No				YES		$665,338.76	6/26/2018	11/30/2017	PARTIAL		
Dur-a-Flex Inc	No				YES		$15,423.40	4/12/2018	7/31/2018	PARTIAL		
Triangle Epoxy Floors LLC	No				YES		$13,000.00	10/24/2017	7/31/2018	PARTIAL		

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Report Selection Criteria:

					From Date	To Date
Job:	SC510401	With Owner CO?	Both	Origination:		12/31/18
Customer:	ALL	Owner CO:	ALL	NTP Submitted:		12/31/18
Change Request #:	ALL	Cost Reimbursable?	Yes	NTP Received:		12/31/18
CR Status:	A,N,P,R,S,T,RT	Cost Group:	ALL	Quote Submitted:		12/31/18
Include change request notes?	No			Quote Due:		12/31/18
				Quote Approved:		12/31/18

David Allen Company, Inc.
Change Request Log Sorted by Change Request Number

CR Number	Description	Origination Date	NTP Submitted	NTP Received	Quote Submitted	Proposal or *R.O.M.	Status	Proposed Days Ext.	Quote Due Date	Days Past Due	Date Approved	Approved Amount	Approved Days Ext.	Owner CO No.
Approved Change Requests														
04	Mud at 221B and 222B	04/27/16			12/13/17	565.00	A				02/15/18	565		
11	Extra Work Ticket - Level off floors in 2nd floor gang restrooms.	07/21/17			07/21/17	8,266.00	T				02/05/18	8,266		
12	6th Floor Terrace Sloping	11/16/17					T				01/02/17	12,240		
13	6th Floor Terrace Sloping	11/16/17					T				01/02/17	20,790		
20	Extra Work Ticket - Self Level & Raise 1st Floor Public Restroom	07/21/17			07/21/17	2,708.00	T				02/13/18	2,708		
27	6th Floor Terrace West Floor Prep	11/30/17					T				11/30/17	25,245		
30	EWO - Floor Prep 1st Floor Lobby	01/12/18					T				01/12/18	6,120		
31	EWO - Floor Prep at Camellia's	01/31/18					T				01/31/18	3,513		
32	EWO - Floor Prep at Front Entry	01/31/18					T				01/31/18	1,410		
33	EWO - Room 502 Tile Rework	02/18/18					T				02/18/18	340		
34	EWO - Room 535 Tile Rework	02/18/18					T				02/18/18	242		
35	EWO - Room 402 Tile Rework	02/13/18					T				02/13/18	289		
37	GR Vanity Countertops Replacement 3 rooms	03/30/18			03/30/18	6,301.00	A				06/11/18	6,301		
38	EWO Tickets - GR 3rd & 4th Floor Vanity Openings Rework	03/30/18					T				03/12/18	4,336		
39	EWO Ticket - Tile Rework at Plumbing Brackets	03/30/18					T				03/15/18	2,418		
40	EWO Ticket - Tile Rework at GR 839	03/30/18					T				03/15/18	523		
41	EWO Ticket - Tile Rework at GR 401 & 529	03/30/18					T				03/21/18	420		
43	EWO Ticket - Tile Rework at GR 326	03/30/18					T				03/01/18	176		
44	EWO - Tile Rework at ADA Niches	03/30/18					T				03/21/18	3,634		
46	Demo & Replace tile at elevator lobbies	06/15/18					T				06/15/18	697		
48	EWO Tile Repair at pool deck	06/19/18					T				06/19/18	602		
49	EWO - Tile Repair at elevator lobby	07/06/18					T				06/27/18	278		
50	EWO - Tile Repair at Room 723	07/06/18					T				06/27/18	254		

R - 11571

ELECTRONICALLY FILED - 2023 May 16 9:07 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

David Allen Company, Inc.
Change Request Log Sorted by Change Request Number

Job: SC510401 Hotel at Marion Square Customer: BALFOUR BEATTY CONSTRUCTION

Current Contract Status – Through Issued C.O. Number: IHCO 01A

Original Contract:	3,348,828.00	**Approved Changes:**	118,914.00	**Proposed Changes:**	282,635.00
Executed Changes:	130,855.00	**Revised Contract:**	3,598,597.00	**Rejected Changes:**	0.00
Executed Contract:	3,479,683.00				

CR Number	Description	Origination Date	NTP Submitted	NTP Received	Quote Submitted	Proposal or *R.O.M.	Status	Proposed Days Ext.	Quote Due Date	Days Past Due	Date Approved	Approved Amount	Approved Days Ext.	Owner CO No.
51	EWO - Tile Repair at 9th Floor Restrooms	07/27/18					T				07/27/18	407		
52	EWO - Tile Repair at Fitness Showers	07/27/18					T				07/27/18	271		
53	EWO - Tile Repair at Room 837	07/27/18					T				07/27/18	229		
54	Install backerboard at elevator cabs 1 thru 4 for tile installation	08/30/18					T				08/30/18	1,819		
55	EWO - Tile Repair at Lobby Hand Rail	08/30/18					T				08/30/18	834		
29.5	Spa Retail - GMP to SI - 54	12/28/17					A				12/28/17	-993		
29.7	6th Floor Concierge tile - GMP to SI - 54	12/28/17			09/06/18	7,133.00	A				08/30/18	7,133		
29.9	9th Floor Pool Deck - GMP to SI - 54	12/28/17					A				12/28/17	5,078		
29.14A	9th Floor Bar Tile - GMP to SI - 54	01/19/18					A				02/22/18	2,769		
	Approved Change Requests Total:					**24,973.00**						**118,914**		
	Approved CO's that do not have any CR detail:											**0**		
	Approved Changes Total:											**118,914**		
Proposed Change Requests														
22	Supplemental Instructions - 37 Credit	08/22/17			12/13/17	-2,430.00	S							
25	Supplemental Instructions - 41 Marble Sills Credit & Countertop Add	08/22/17			12/13/17	-20,993.00	P							
45	Extended Costs thru 8-31-18	05/31/18			05/31/18	205,548.00	P							
29.10	9th Floor Bar Communal Table - GMP to SI - 54	12/28/17			03/16/18	7,486.00	P							
	Proposed Change Requests Total:					**189,611.00**								
Executed CO's that do not have any CR detail:												**-55,002**		
Executed Changes Total:												**-55,002**		

End of Report

R 15572

ELECTRONICALLY FILED - 2023 May 16 9:07 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

ELECTRONICALLY FILED - 2023 May 16 9:07 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

DEFENDANT LIBRARY ASSOCIATES, LLC'S

TRIAL EXHIBIT #36

ELECTRONICALLY FILED - 2023 May 16 9:07 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP

CHANGE ORDER

JOB/S/C # 13026000 - 020
Vendor# 116124

#19

To CONTRACT dated April 6, 2015

DATE of this Change Order July 9, 2019

To: Old North State Masonry, LLC
201 W. Matthews St.
Matthews, NC 28105
Joseph Anastasi

PREVIOUS CONTRACT AMOUNT $2,560,540.89

ADD/DEDUCT for this C.O. $68,740.20

JOB: Hotel at Marion Square

AT: Charleston, SC 29403

NEW CONTRACT AMOUNT $2,629,281.09

It being desirable to modify the work done under the above Contract in accordance with the Contract Documents, it is necessary and in the interests of the Parties to the above named Contract to modify said Contract in certain particulars as follows:

*This change order represents full and final settlement on the change orders between Old North State Masonry, LLC ("ONSM") and Balfour Beatty Construction ("BBC") specified below. Although BBC contends that these costs are due to acts or omissions of the Owner for which the Owner is liable, BBC agrees to pay ONSM $68,740.20 within thirty (30) days of execution of this Change Order 19 by both parties. However this payment is not an admission of any liability by BBC and BBC reserves all rights to reimbursement for these costs from the Owner.

CI No.	Description	Amount	Budget Code
3287	ONSM CO Settlement - FOR SETTLEMENT ONLY	$68,740.20	400.50400000.40

Change Order 19 specifically includes the items shown in the chart below.

CHANGE ORDER 19	
	Bone White Aluminum
	EWO Ticket Cut Stone due to Footer Height
	Deduct CMU at South Arches
	Cut Precast Due to Concrete Placed Wrong
	Concrete Dimensions Growing
	Damaged Precast Due to BBC Moving Because ONSM Refused To Move
	Relocating ONSM material out of the way
	Damaged and Missing Pre-Cast
	Re-Work Corner Due to Drawing Conflict
	Remove and Re-Install PC at Roof
	EWO Ticket Cut Stone due to Footer Height
	CCD#35 Plynths
	Stucco Buildup due to Exterior Masonry Issues
	WSI Back Charges for Window Relo And Caulking
	WSI Back Charges for Window Relo And Caulking
	WSI Back Charges for Window Relo And Caulking
	WSI Back Charges for Window Relo And Caulking
	WSI Back Charges for Window Relo And Caulking
	MSI Backcharge Stair 3 Mason Delays
	MSI Backcharge for Muliple Mobs for Stairs

DEFENDANT'S EXHIBIT 36

Total **Add** to this Contract as a result of this Change Order is **$68,740.20, Sixty-eight thousand seven hundred forty dollars and twenty cents** which includes all applicable sales tax.

This Change Order constitutes **FULL** and **COMPLETE** settlement of any and all costs referred to and/or described herein including but not necessarily limited to all applicable taxes, insurance, bond, delivery, supervision, overhead and profit, labor, labor impact, materials, changes, delays, acceleration and inefficiency, or any claims therefore relating to the items specified in the chart set forth above, and the Subcontractor hereby waives any and all claims for such Items associated with or related to the Work covered by this Change Order.

ONSM00000099

Code: 400.50400000.40	RCO No.:	OCO No.:

S.F.R.N. BUL:_____

It is further understood and agreed that all terms and conditions of said Contract, as it may heretofore have been modified, shall be and remain the same.

ACCEPTED:
Old North State Masonry, LLC

By _____

Print Name Joseph S. Brooks

Title President

Date 9-4-19

ACCEPTED:
BALFOUR BEATTY CONSTRUCTION, LLC

By _____

Nick Starcevic

Title Project Manager

Date 9/19/2019

ONSM00000100

R - 15575

ELECTRONICALLY FILED - 2023 May 16 9:07 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

ELECTRONICALLY FILED - 2023 May 16 9:07 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

DEFENDANT LIBRARY ASSOCIATES, LLC'S

TRIAL EXHIBIT #37

ELECTRONICALLY FILED - 2023 May 16 9:07 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

From: Starcevic, Nicholas MAILER-DAEMON
Subject: Fwd: CMT Masonry Overage
Date: July 22, 2017 at 10:39 AM
To: Chip Venable CVenable@oldnorthstatemasonry.com, Janastasi@oldnorthstatemasonry.com
Cc: Toby Holloway tholloway@oldnorthstatemasonry.com, Spano, Tim timspano@Balfourbeattyus.com, Stanton, David DStanton@Balfourbeattyus.com

Chip / Joe,

See below from the owner and attached report. Take note that they have put us on notice for recovery of the testing overages due to poor management by ONSM. BBC subsequently is putting ONSM on notice for this potential claim.

BBC has already put ONSM on notice multiple times on this project for delays, quality, and repairs. Be advised that the current total for stucco highbuild (a result of masonry walls being out of plumb) is projected to exceed $200,000. This only accounts for the time and material BBC had paid to the stucco subcontractor to correct the masonry wall that are out of plumb, of which we fully intend to recovery from ONSM. Additional monies will and have been spent correcting the interior side of the walls where block is not plumb.

All direct, indirect, and projected costs associated with these issues will be presented to ONSM in a claim when they are vetted.

Nick Starcevic I Balfour Beatty Construction
Cell: 704.361.3265

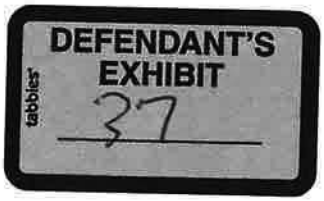
Begin forwarded message:

From: James Clements <jclements@matrixse.com>
Date: July 22, 2017 at 10:22:20 AM EDT
To: Tim Spano <timspano@balfourbeattyus.com>, David Stanton <DStanton@Balfourbeattyus.com>
Cc: Nick Starcevic <NStarcevic@Balfourbeattyus.com>, Kim Brown <kbrown@bennetthospitality.com>, Marc Cerino <MCerino@smeinc.com>
Subject: FW: CMT Masonry Overage

Tim and Nick

Attached is the CMT cost summary to date. We both know these budgets are based upon reasonable estimates of time and subject to some variation. However, we all know OSM did an extremely poor job managing their exterior masonry work including numerous failed test resulting in replacing work, retesting and inspection, failure to notify SME of when grouting was canceled and generally a poor job managing their work. If you recall it became so bad that BBC took over coordinating the grout delivery and SME notification.

The result of the above is the masonry testing budget is +300% over budget and we are not done. There is more repair work to complete as well as masonry. Therefore, BBC should be advised and thus advise ONM that once the work is complete and discrepancies closed, the Owner intends to submit a claim for the recovery of costs associated with OSM's failure to perform.



ELECTRONICALLY FILED - 2023 May 16 9:07 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

DEFENDANT LIBRARY ASSOCIATES, LLC'S

TRIAL EXHIBIT #38

ELECTRONICALLY FILED - 2023 May 16 9:07 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CHANGE ORDER

JOB/S/C # 13026000 - 019
Vendor# 3493097

Revised # 06

To CONTRACT dated May 21, 2015

DATE of this Change Order February 1, 2017

To: Premier Exteriors, LLC
3047 Argent Blvd.
Suite 12
Ridgeland, SC 29910
David Winters

JOB: Hotel at Marion Square

AT: Charleston, SC 29403

PREVIOUS CONTRACT AMOUNT	$1,024,150.57
ADD/DEDUCT for this C.O.	$147,198.74
NEW CONTRACT AMOUNT	$1,171,349.31

It being desirable to modify the work done under the above Contract in accordance with the Contract Documents, it is necessary and in the interests of the Parties to the above named Contract to modify said Contract in certain particulars as follows:

In accordance with the Terms and Conditions of this agreement, Subcontractor shall provide all labor, materials, tools, and equipment necessary for complete turnkey installations of the following:

CI No.	Description	Amount	Budget Code
801	Window Opening Patching	$4,680.00	400.50922050.40

1/4/17 - Prepping Windows for Waterproofing - L2 - 4 labor and 1 super @ 8hrs ea.
1/5/17 - Prepping Windows for Waterproofing - L2 - 2 labor and 1 super @ 8hrs ea.
1/16/17 - Prepping Windows for Waterproofing - L3 and L4, 3 labor and 1 super @ 8 hrs. ea.
Attached pictures, reports, and labor.

CI No.	Description	Amount	Budget Code
802	Stucco Wall Prep (Allowance)	$100,000.00	400.50922050.40

Stucco wall prep allowance to be reconciled and tracked weekly. Premier to provide the following, not included in the allowance:
- Initial survey of walls with areas > 1/4" per 10' in variance.
- Marks on walls with proposed "Sto Overhead Mortar" areas to fix. Provide marked up grid elevations.
- daily tickets approved by BBC personnel
- daily tickets to include detailed summary of that day's activities.
- weekly summaries provided to BBC by the following Friday at the latest.

The following will be tracked on a T&M basis:
- Bags of "Sto Overhead Mortar"
- Labor only. Supervision tracked by percentage of manpower working on patching vs contractual activities.
- Other misc materials for floating, patching, etc.

CI No.	Description	Amount	Budget Code
564	Waterproofing buckstrips at Graham Windows	$40,284.74	400.50922050.40

Provide all material, labor, equipment, and supervision necessary to complete all work associated with removing the stucco return at the graham windows and installing rapid seal on the buckstrips in its place.

CI No.	Description	Amount	Budget Code
876	Flashing at L3 Terraces	$2,234.00	400.50922050.40

Bent Flashing per detail at L3 Terraces and Guestroom balconies.

Total Add to this Contract as a result of this Change Order is $147,198.74, One hundred forty-seven thousand one hundred ninety-eight dollars and seventy-four cents which includes all applicable sales tax.

This Change Order constitutes **FULL** and **COMPLETE** settlement of any and all costs referred to and/or described herein including but not necessarily limited to all applicable taxes, insurance, bond, delivery, supervision, overhead and profit, labor, labor impact, materials, changes, delays, acceleration and inefficiency, or any claims therefore, and the Subcontractor hereby waives any and all claims for such items associated with or related to the Work covered by this Change Order, all previous Change Orders, and base Subcontract Agreement, and all conditions incurred to date.

Code: 400.50922050.40 **RCO No.: 064** **OCO No.:**

S.F.R.N.

BUL: _____

DEFENDANT'S EXHIBIT 38

It is further understood and agreed that all terms and conditions of said Contract, as it may heretofore have been modified, shall be and remain the same.

ACCEPTED:
Premier Exteriors, LLC

By _____

Print Name Ryan O'Shaughnessy

Title Project Manager

Date 3/3/17

ACCEPTED:
BALFOUR BEATTY CONSTRUCTION, LLC

By _____
Nick Starcevic

Title Project Manager

Date 3/6/17

ELECTRONICALLY FILED - 2023 May 16 9:07 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CHANGE ORDER
APPROVAL
COVERSHEET

C.C.O. NUMBER: 019 - 06 JOB LOCATION: Hotel at Marion Square

SUBCONTRACTOR: Premier Exteriors, LLC

CI NUMBER: AMOUNT: $147,198.74

DESCRIPTION OF SCOPE OF WORK BEING ADDED OR REMOVED: Masonry and Exterior Wall Backcharges

TOTAL ADD/DEDUCT TO THIS CONTRACT AS A RESULT OF THIS CHANGE ORDER IS DOLLAR VALUE WHICH INCLUDES
ALL APPLICABLE TAX.

- ☐ NO DOLLAR (SFRN #1)
- ☐ DIRECT OWNER PURCHASE (SFRN #2)
- ☐ OCO (SFRN #3)
- ☐ ALLOWANCE CONVERSION (SFRN #4)
- ☐ OWNER CONTINGENCY (SFRN #5)
- ☐ BB CONTINGENCY (SFRN #6)
- ■ BUYOUT CONTINGENCY (SFRN #7)
- ☐ PENDING OCO (SFRN #8)
- ■ RCO (SFRN #9)
- ■ BACKCHARGE SUBCONTRACTOR (SFRN #10)
- ☐ BALFOUR BEATTY REQUEST (SFRN #11)

REVIEWED BY: SIGNED & DATED:

■ BUYER: Nick Starcevic 3/3/17

☐ BUYER'S MANAGER:

APPROVED:

PROJECT MANAGER/EXECUTIVE:

ATTACHMENTS:

BACKUP DOCUMENTS:

ELECTRONICALLY FILED - 2023 May 16 9:07 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CHANGE ORDER

JOB/S/C # 13026000 - 019
Vendor# 3493097

07

To CONTRACT dated May 21, 2015

DATE of this Change Order March 31, 2017

To: Premier Exteriors, LLC
3047 Argent Blvd.
Suite 12
Ridgeland, SC 29910
David Winters

PREVIOUS CONTRACT AMOUNT $1,171,349.31

ADD/DEDUCT for this C.O. $3,949.92

JOB: Hotel at Marion Square

AT: Charleston, SC 29403

NEW CONTRACT AMOUNT $1,175,299.23

It being desirable to modify the work done under the above Contract in accordance with the Contract Documents, it is necessary and in the interests of the Parties to the above named Contract to modify said Contract in certain particulars as follows:

In accordance with the Terms and Conditions of this agreement, Subcontractor shall provide all labor, materials, tools, and equipment necessary for complete turnkey installations of the following:

CI No.	Description	Amount	Budget Code
923	2/6/17L3 and L4 fixing bad masonry openings	$1,365.42	400.50922050.40

2/6/17 Fixing bad masonry openings on L3 and L4

CI No.	Description	Amount	Budget Code
924	2/15/17 ReWaterproofing 8 windows on L4; 3 sides of the windows with rapid seal	$665.28	400.50922050.40

2/22/17 Waterproofing 8 windows on L4 that had wrong openings

CI No.	Description	Amount	Budget Code
925	2/22/17 ReWaterproofing 2 windows (10'x10') four sides ea on L1 of East Side	$559.47	400.50922050.40

Masonry Repairs at windows on T&M

CI No.	Description	Amount	Budget Code
926	2/27/17 ReWaterproofing 23 Windows on L3	$1,359.75	400.50922050.40

Rewaterproofing 23 windows on L3 due to masonry rework.

Total Add to this Contract as a result of this Change Order is **$3,949.92, Three thousand nine hundred forty-nine dollars and ninety-two cents** which includes all applicable sales tax.

This Change Order constitutes **FULL** and **COMPLETE** settlement of any and all costs referred to and/or described herein including but not necessarily limited to all applicable taxes, insurance, bond, delivery, supervision, overhead and profit, labor, labor impact, materials, changes, delays, acceleration and inefficiency, or any claims therefore, and the Subcontractor hereby waives any and all claims for such items associated with or related to the Work covered by this Change Order, all previous Change Orders, and base Subcontract Agreement, and all conditions incurred to date.

Code: 400.50922050.40 **RCO No.:** **OCO No.:**

S.F.R.N. BUL: _____

It is further understood and agreed that all terms and conditions of said Contract, as it may heretofore have been modified, shall be and remain the same.

ELECTRONICALLY FILED - 2023 May 16 9:07 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

ACCEPTED:
Premier Exteriors, LLC

By Ryan O'Shaughnessy

Print Name Ryan O'Shaughnessy

Title Project Manager

Date 4/3/17

ACCEPTED:
BALFOUR BEATTY CONSTRUCTION, LLC

By

Nick Starcevic

Title Project Manager

Date 4/17/17

ELECTRONICALLY FILED - 2023 May 16 9:07 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CHANGE ORDER

JOB/S/C # 13026000 - 019
Vendor# 3493097

08

To CONTRACT dated May 21, 2015

DATE of this Change Order June 26, 2017

To: Premier Exteriors, LLC
3047 Argent Blvd.
Suite 12
Ridgeland, SC 29910
David Winters

PREVIOUS CONTRACT AMOUNT $1,175,299.23

ADD/DEDUCT for this C.O. $6,240.00

JOB: Hotel at Marion Square

AT: Charleston, SC 29403

NEW CONTRACT AMOUNT $1,181,539.23

It being desirable to modify the work done under the above Contract in accordance with the Contract Documents, it is necessary and in the interests of the Parties to the above named Contract to modify said Contract in certain particulars as follows:

In accordance with the Terms and Conditions of this agreement, Subcontractor shall provide all labor, materials, tools, and equipment necessary for complete turnkey installations of the following:

CI No.	Description	Amount	Budget Code
1207	Five guys for three rooms	$6,240.00	400.50922050.40

Three rooms, four days for four weeks.

Total Add to this Contract as a result of this Change Order is $6,240.00, Six thousand two hundred forty dollars which includes all applicable sales tax.

This Change Order constitutes FULL and COMPLETE settlement of any and all costs referred to and/or described herein including but not necessarily limited to all applicable taxes, insurance, bond, delivery, supervision, overhead and profit, labor, labor impact, materials, changes, delays, acceleration and inefficiency, or any claims therefore, and the Subcontractor hereby waives any and all claims for such items associated with or related to the Work covered by this Change Order, all previous Change Orders, and base Subcontract Agreement, and all conditions incurred to date.

Code: 400.50922050.40 RCO No.: OCO No.:

S.F.R.N. BUL: _____

It is further understood and agreed that all terms and conditions of said Contract, as it may heretofore have been modified, shall be and remain the same.

ACCEPTED:
Premier Exteriors, LLC

By Ryan O'Shaughnessy Digitally signed by Ryan O'Shaughnessy DN: cn=Ryan O'Shaughnessy, o=Premier Exteriors, ou, email=ryan@premierexteriorsllc.com, c=US Date: 2017.06.27 13:16:33 -04'00'

Print Name Ryan O'Shaughnessy

Title Project Manager

Date 6/27/17

ACCEPTED:
BALFOUR BEATTY CONSTRUCTION, LLC

By _____
Nick Starcevic

Title Project Manager

Date _____

ELECTRONICALLY FILED - 2023 May 16 9:07 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CHANGE ORDER
APPROVAL
COVERSHEET

C.C.O. NUMBER: 019 - 08 JOB LOCATION: Hotel at Marion Square

SUBCONTRACTOR: Premier Exteriors, LLC

CI NUMBER: AMOUNT: $6,240.00

DESCRIPTION OF SCOPE OF WORK BEING ADDED OR REMOVED: Extra Manpower to Work on High Build Scope

TOTAL ADD/DEDUCT TO THIS CONTRACT AS A RESULT OF THIS CHANGE ORDER IS DOLLAR VALUE WHICH INCLUDES
ALL APPLICABLE TAX.

- ☐ NO DOLLAR (SFRN #1)
- ☐ DIRECT OWNER PURCHASE (SFRN #2)
- ☐ OCO (SFRN #3)
- ☐ ALLOWANCE CONVERSION (SFRN #4)
- ☐ OWNER CONTINGENCY (SFRN #5)
- ☐ BB CONTINGENCY (SFRN #6)
- ■ BUYOUT CONTINGENCY (SFRN #7)
- ☐ PENDING OCO (SFRN #8)
- ☐ RCO (SFRN #9)
- ■ BACKCHARGE SUBCONTRACTOR (SFRN #10)
- ☐ BALFOUR BEATTY REQUEST (SFRN #11)

REVIEWED BY: SIGNED & DATED:

☐ BUYER: Shanti Pieniak

■ BUYER'S MANAGER: Nick Starcevic 6/26/17

APPROVED:

PROJECT MANAGER/EXECUTIVE:

ATTACHMENTS:

BACKUP DOCUMENTS:

ELECTRONICALLY FILED - 2023 May 16 9:07 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CHANGE ORDER

JOB/S/C # 13026000 - 019
Vendor# 3493097

10

To CONTRACT dated May 21, 2015

DATE of this Change Order June 23, 2017

To: Premier Exteriors, LLC
3047 Argent Blvd.
Suite 12
Ridgeland, SC 29910
David Winters

JOB: Hotel at Marion Square

AT: Charleston, SC 29403

PREVIOUS CONTRACT AMOUNT	$1,184,235.98
ADD/DEDUCT for this C.O.	$100,000.00
NEW CONTRACT AMOUNT	$1,284,235.98

It being desirable to modify the work done under the above Contract in accordance with the Contract Documents, it is necessary and in the interests of the Parties to the above named Contract to modify said Contract in certain particulars as follows:

In accordance with the Terms and Conditions of this agreement, Subcontractor shall provide all labor, materials, tools, and equipment necessary for complete turnkey installations of the following:

CI No.	Description	Amount	Budget Code
1233	Stucco Wall Prep Allowance	$100,000.00	400.50922050.40

Stucco wall prep allowance to be reconciled and tracked weekly. Premier to provide the following, not included in the allowance:
- Initial survey of walls with areas > 1/4" per 10' in variance.
- Marks on walls with proposed "Sto Overhead Mortar" areas to fix. Provide marked up grid elevations.
- Daily tickets approved by BBC personnel
- Daily tickets to include detailed summary of that day's activities.
- Weekly summaries provided to BBC by the following Friday at the latest.

The following will be tracked on a T&M basis:
- Bags of "Sto Overhead Mortar"
- Labor only. Supervision tracked by percentage of manpower working on patching vs contractual activities.
- Other misc materials for floating, patching, etc.

Total Add to this Contract as a result of this Change Order is $100,000.00, One hundred thousand dollars which includes all applicable sales tax.

This Change Order constitutes **FULL** and **COMPLETE** settlement of any and all costs referred to and/or described herein including but not necessarily limited to all applicable taxes, insurance, bond, delivery, supervision, overhead and profit, labor, labor impact, materials, changes, delays, acceleration and inefficiency, or any claims therefore, and the Subcontractor hereby waives any and all claims for such items associated with or related to the Work covered by this Change Order, all previous Change Orders, and base Subcontract Agreement, and all conditions incurred to date.

Code: 400.50922050.40 **RCO No.:** **OCO No.:**

S.F.R.N. BUL: _____

It is further understood and agreed that all terms and conditions of said Contract, as it may heretofore have been modified, shall be and remain the same.

ACCEPTED:
Premier Exteriors, LLC

By Ryan O'Shaughnessy

Print Name Ryan O'Shaughnessy

Title Project Manager

Date 6/27/17

ACCEPTED:
BALFOUR BEATTY CONSTRUCTION, LLC

By _____
Nick Starcevic

Title Project Manager

Date 6/30/17

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CHANGE ORDER
APPROVAL
COVERSHEET

C.C.O. NUMBER: 019 - 10 JOB LOCATION: Hotel at Marion Square

SUBCONTRACTOR: Premier Exteriors, LLC

CI NUMBER: AMOUNT: $100,000.00

DESCRIPTION OF SCOPE OF WORK BEING ADDED OR REMOVED: Stucco Wall Prep Allowance

TOTAL ADD/DEDUCT TO THIS CONTRACT AS A RESULT OF THIS CHANGE ORDER IS DOLLAR VALUE WHICH INCLUDES
ALL APPLICABLE TAX.

- ☐ NO DOLLAR (SFRN #1)
- ☐ DIRECT OWNER PURCHASE (SFRN #2)
- ☐ OCO (SFRN #3)
- ☐ ALLOWANCE CONVERSION (SFRN #4)
- ☐ OWNER CONTINGENCY (SFRN #5)
- ☐ BB CONTINGENCY (SFRN #6)
- ■ BUYOUT CONTINGENCY (SFRN #7)
- ☐ PENDING OCO (SFRN #8)
- ☐ RCO (SFRN #9)
- ■ BACKCHARGE SUBCONTRACTOR (SFRN #10)
- ☐ BALFOUR BEATTY REQUEST (SFRN #11)

REVIEWED BY: SIGNED & DATED:

☐ BUYER:

■ BUYER'S MANAGER: Nick Starcevic 6/26/17

APPROVED:

PROJECT MANAGER/EXECUTIVE:

ATTACHMENTS:

BACKUP DOCUMENTS:

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CHANGE ORDER

JOB/S/C # 13026000 - 019
Vendor# 3493097

16

To CONTRACT dated May 21, 2015

DATE of this Change Order January 9 2019

To: Premier Exteriors, LLC
3047 Argent Blvd.
Suite 12
Ridgeland, SC 29910
David Winters

JOB: Hotel at Marion Square

AT: Charleston, SC 29403

PREVIOUS CONTRACT AMOUNT	$1,314,059.34
ADD/DEDUCT for this C.O.	$12,295.00
NEW CONTRACT AMOUNT	$1,326,354.34

It being desirable to modify the work done under the above Contract in accordance with the Contract Documents, it is necessary and in the interests of the Parties to the above named Contract to modify said Contract in certain particulars as follows:

In accordance with the Terms and Conditions of this agreement, Subcontractor shall provide all labor, materials, tools, and equipment necessary for complete turnkey installations of the following:

CI No.	Description	Amount	Budget Code
2999	T&M Work for 5/23 - 6/6	$9,630.00	400.50922050.40
CI No.	Description	Amount	Budget Code
3000	Main Entry High Build	$2,665.00	400.50922050.40

Total **Add** to this Contract as a result of this Change Order is **$12,295.00, Twelve thousand two hundred ninety-five dollars** which includes all applicable sales tax.

This Change Order constitutes **FULL** and **COMPLETE** settlement of any and all costs referred to and/or described herein including but not necessarily limited to all applicable taxes, insurance, bond, delivery, supervision, overhead and profit, labor, labor impact, materials, changes, delays, acceleration and inefficiency, or any claims therefore, and the Subcontractor hereby waives any and all claims for such items associated with or related to the Work covered by this Change Order, all previous Change Orders, and base Subcontract Agreement, and all conditions incurred to date.

Code: 400.50922050.40 **RCO No.:** **OCO No.:**

S.F.R.N. BUL: _____

It is further understood and agreed that all terms and conditions of said Contract, as it may heretofore have been modified, shall be and remain the same.

ACCEPTED:
Premier Exteriors, LLC

By Ryan O'Shaughnessy Digitally signed by Ryan O'Shaughnessy Date: 2019.01.10 15:44:38 -05'00'

Print Name _____

Title Project Manager

Date 1/10/19

ACCEPTED:
BALFOUR BEATTY CONSTRUCTION, LLC

By _____
Tim Spano

Title Sr. Project Manager

Date 1/11/19

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CHANGE ORDER
APPROVAL
COVERSHEET

C.C.O. NUMBER: 019 - 16 JOB LOCATION: Hotel at Marion Square

SUBCONTRACTOR: Premier Exteriors, LLC

CI NUMBER: AMOUNT: $12,295.00

DESCRIPTION OF SCOPE OF WORK BEING ADDED OR REMOVED: T&M Work and Main Entry High Build

TOTAL ADD/DEDUCT TO THIS CONTRACT AS A RESULT OF THIS CHANGE ORDER IS DOLLAR VALUE WHICH INCLUDES
ALL APPLICABLE TAX.

- ☐ NO DOLLAR (SFRN #1)
- ☐ DIRECT OWNER PURCHASE (SFRN #2)
- ☐ OCO (SFRN #3)
- ☐ ALLOWANCE CONVERSION (SFRN #4)
- ☐ OWNER CONTINGENCY (SFRN #5)
- ☐ BB CONTINGENCY (SFRN #6)
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- ☐ PENDING OCO (SFRN #8)
- ☐ RCO (SFRN #9)
- ☐ BACKCHARGE SUBCONTRACTOR (SFRN #10)
- ■ BALFOUR BEATTY REQUEST (SFRN #11)

REVIEWED BY: SIGNED & DATED:

☐ BUYER: Shanti Pieniak

☐ BUYER'S MANAGER:

APPROVED:

PROJECT MANAGER/EXECUTIVE:

ATTACHMENTS:

BACKUP DOCUMENTS:

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DEFENDANT LIBRARY ASSOCIATES, LLC'S

TRIAL EXHIBIT #39

Part 1 of 2

Response to RFP

Hotel at Marion Square

Charleston, SC

November 6, 2013

Bennett Hospitality

Matrix Program Management Services

Balfour Beatty
Construction



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ALL-STATE LEGAL® EXHIBIT DFT 39



Response to RFP

Hotel at Marion Square

Charleston, SC

November 6, 2013

Bennett Hospitality

Matrix Program Management Services

Balfour Beatty
Construction



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R - 15593

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Hotel at Marion Square



Ritz-Carlton Charlotte



Hilton Santa Fe Golf Resort & Spa at Buffalo Thunder

Cover Letter 7

Section A Proposed Team 8

Section B Job Site Logistics Plan 21

Section C Schematic Budget Estimate 26

Section D Subcontractors 98

Section E Preconstruction Schedule 100

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Balfour Beatty
Construction

1930 Camden Road
Suite 280
Charlotte, NC 28203
t 704.319.4000
www.balfourbeattyus.com

Ms. Tracy Ray
Bennett Hospitality
17 Lockwood Drive
Rice Building Suite 400
Charleston, SC 29401

Dear Tracy,

We are delighted to present our qualifications and response to your proposal. Our focus on high quality, full service hotels is unique. Our depth of resources, vast experience in this project type, and the recent successful completion of the Ritz Carlton in Charlotte provide you the assurance that Balfour Beatty will lead and support the process from design evolution through "heads in beds" turnover and beyond like no other.

In addition, we would like to highlight the following:

Signature Hospitality Experience
In the past eight years Balfour Beatty has completed more than $1.4 billion in hospitality projects across the United States for prestigious clients and flags including Ritz Carlton, Wyndham, Hilton, Omni, Starwood, Gaylord, and Disney. In addition, we rank 4th nationally among the Top Hospitality General Contractors as reported by *Commercial Construction and Renovation*. Our experience with branding and understanding the signature guest experience means that we offer you valuable insight and no learning curve on your project which is key to your speed-to-market approach. David Rothwell, General Manager at the Ritz-Carlton Charlotte, can answer any questions you might have regarding the Signature Hospitality Construction Experience of Balfour Beatty Construction. His direct number is 704.549.4199.

Achieving Bennett Hospitality's Vision with Certainty
With our construction expertise and Bennett Hospitality's goals in mind, we take a solutions-minded approach as an active participant in each phase of the project to provide Bennett Hospitality guidance and support around program, design, constructability, schedule, quality and costing that gives you the flexibility and options to make good decisions on where and how to spend your investment. Having led the procurement, construction and assistance of FFE installation at the Ritz-Carlton Charlotte, we can assist you to create a destination that represents Bennett Hospitality's vision for The Hotel at Marion Square. Knox Tate who led this effort at the Ritz-Carlton Charlotte, will be utilizing this relevant experience to lead this effort on the interiors at your Hotel at Marion Square

Successful Experience with Lindsay Pope Brayfield Clifford & Associates
We have significant and successful experience with Lindsay Pope Brayfield Clifford & Associates. They are the the Architect-of-Record on our 1.25 million sf Cabana Bay Beach Resort project at Universal Orlando that we are currently working on together. This $175 million, fast-track project is scheduled to open in March 2014. In order to embed this successful preconstruction experience with Lindsay Pope Brayfield Clifford & Associates at the Cabana Bay Beach Resort, we will be adding Bruce Capone to the Balfour Beatty Construction preconstruction team. This will ensure that those lessons learned are captured and applied to the Hotel at Marion Square thus eliminating your risk of cost and guaranteeing your speed-to-market objectives will be met.

Together, with our significant hospitality construction experience, our successful experience with your designer, Lindsay Pope Brayfield Clifford & Associates, and our long history in Charleston, we look forward to talking with you further about this exciting opportunity.

Very truly yours,

G. Michael Baumbach

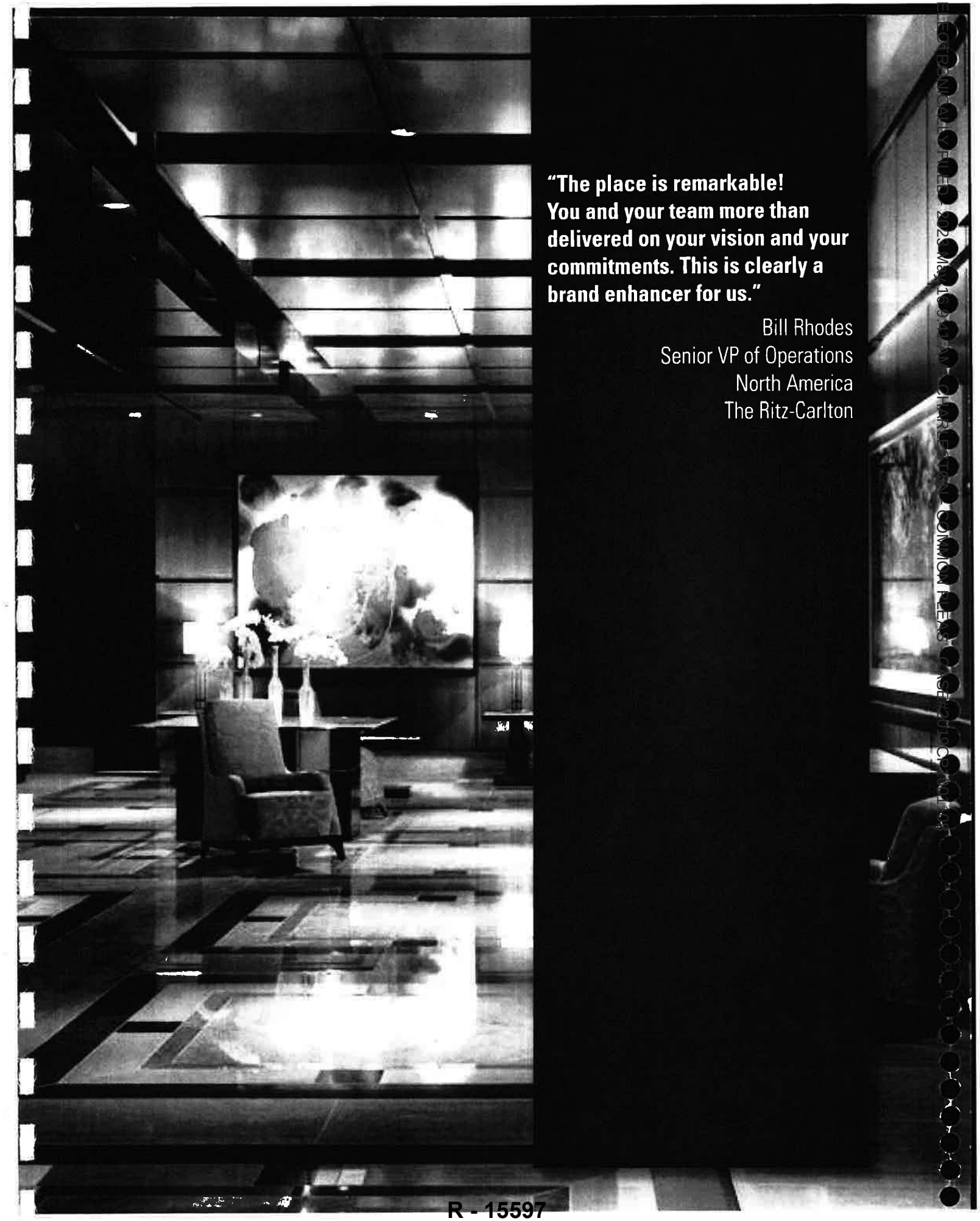
G. Michael Baumbach
Senior Vice President
Balfour Beatty Construction

Ritz-Carlton Charlotte, Charlotte, NC

Balfour Beatty
Construction

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A. Proposed Team



"The place is remarkable! You and your team more than delivered on your vision and your commitments. This is clearly a brand enhancer for us."

Bill Rhodes
Senior VP of Operations
North America
The Ritz-Carlton

R - 15597

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OUR TEAM

Our proposed team has been hand-selected for the Hotel at Marion Square project. Each member has experience working on complex hospitality projects and has delivered best-in-class, high-end facilities, luxury amenities and sustainable environments. Our relationship with Lindsay Pope Brayfield Clifford & Associates will allow our team to hit the ground running without a learning curve. Our team has what it takes to deliver your project and exceed your expectations. A complete look at our team's skills and experience is outlined on the following pages.

- ✔ **National Hospitality Experience**
- ✔ **Innovative Preconstruction Services**
- ✔ **Successful Track Record with Lindsay Pope Brayfield Clifford & Associates**
- ✔ **Focus on Safety**
- ✔ **Established Relationships with Charleston Subcontractors and Vendors**

Hotel at Marion Square
Charleston, SC

LPBC architecture engineering interiors

BENNETT BH HOSPITALITY

Matrix



Mike Baumbach
Project Executive

PROJECT SOLUTIONS



Bill Lorenzo, LEED AP
Preconstruction Lead



Keith Rossi, LEED AP CI
Preconstruction Manager



John Katschkowsky
MEP Preconstruction Manager



Ryan Lawrence, LEED AP BD+C
BIM Manager

PROJECT EXECUTION



Bret Estridge
Senior Project Manager



Knox Tate
Interiors Project Manager



Hunt Werner
Project Manager



Katie Wirth, LEED AP BD+C
Assistant Project Manager



Pat Ricci
Senior Superintendent



Dave Nugent
Interiors Superintendent



Sean Prendergast
Superintendent



Andrew Cook
Assistant Superintendent



Mike Baumbach

Project Executive

With more than 32 years in the construction industry, Mike Baumbach has been responsible for over $1 billion of construction projects including renovations, additions, vertical expansions, new construction, fast-track and design-build projects and program management assignments. Mike has primary responsibility for Balfour Beatty Construction activities in the programming, design, preconstruction and construction assignments in the Carolinas.

Years of Experience 32

Years with Firm 2

Office Location
Charlotte, NC

Education
B.S., Civil Engineering, *Virginia Polytechnic Institute and State University,* 1981

PROJECT EXPERIENCE (PARTIAL LIST)

DoubleTree Hotel | Charleston Historic District Charleston, SC
Project Size | 215,000 sf **Project Cost** | $18 million
This hotel, located in Charleston's Downtown Historic District, houses 212 hotel rooms with 165 spacious suites. Also included is the Lighthouse Cafe, Lobby Lounge, an on-site fitness center, 10,000 sf of flexible meeting space, and an intricate courtyard featuring a fountain.

Roper St. Francis Healthcare — Mount Pleasant Hospital Replacement Facility Mount Pleasant, SC
Project Size | 215,000 sf **Project Cost** | $85 million
A 215,000 sf new full-service 85-bed hospital and remote central energy plant were constructed on a 78-acre greenfield site. The project also consists of a 24-hour emergency care department with 12 exam rooms, a dedicated women's services area with 15 high-tech labor and delivery suites, a 16-bassinet nursery, inpatient and outpatient surgery areas, a 10-bed intensive and critical care area, a six-room cardiac care unit, imaging area, laboratories, pharmacy, and support areas.

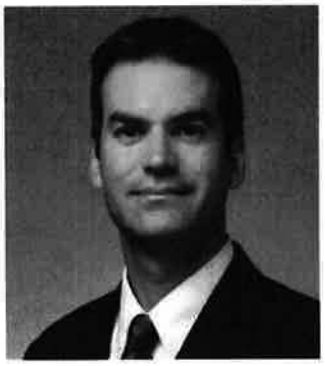
Roper St. Francis Healthcare — Mount Pleasant Medical Office Building Mount Pleasant, SC
Project Size | 91,000 sf **Project Cost** | $12 million
A three-story, 91,000 sf medical office building that provides office space for 45 private practice physicians and also houses diagnostic services and hospital administrative functions.

Roper St. Francis Hospital — Heart Tower Addition/Renovations and Parking Deck, Charleston, SC
Project Size | 262,000 sf **Project Cost** | $79 million
This seven-story, 262,000 sf addition for cutting edge cardiac care and ambulatory surgery offers first-rate patient and guest amenities. The addition includes two operating rooms, patient rooms, waiting areas, nurses' stations, intensive care units, and recovery areas. The project also encompassed approximately 37,000 sf of renovations to the emergency department, radiology, and admitting areas. In addition, this project includes a five-level, precast parking facility of approximately 145,000 sf.

**Project completed prior to joining Balfour Beatty Construction*

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Bill Lorenzo, LEED AP

Preconstruction Director | Design Integrator

Bill has been in the construction industry for 17 years and has focused the last 13 on preconstruction services for large and complex projects. He has experience with large hospitality projects, fast track delivery, providing full preconstruction services from the program stage to GMP. Bill's innovative project solutions for the Hotel at St. Marion will result in a best-in-class, high-end facility. His collaborative problem solving approach will uncover opportunities to extend the value of your dollar.

Years of Experience 17

Years with Firm 13

Office Location
Charlotte, NC

Education
M.S., Building Construction Management,
University of Florida, 1997

B.A., Architecture,
University of Florida, 1996

Credentials
LEED AP

RELEVANT PROJECT EXPERIENCE (PARTIAL LIST)

The Ritz-Carlton Charlotte at Bank of America Center, Charlotte, NC
Project Size | 275,000 sf **Project Cost** | $62,609,621
The Ritz-Carlton Charlotte was constructed as one part of a massive project encompassing an entire city block in uptown Charlotte. The five-star hotel features 18 stories, with 120 deluxe rooms and 30 suites, gourmet dining options, full-service salon and health club services, an urban garden, and a 48,000-gallon swimming pool on the 18th floor. The hotel includes 12,000 sf of function space, a 7,000 sf ballroom and a 13,000 sf bi-level penthouse spa and wellness center.

A LEED Gold Certified facility, The Ritz-Carlton, Charlotte was the first green hotel within the greater Charlotte area and the first LEED Certified Hotel within the Ritz-Carlton hotel brand. Balfour Beatty took an extremely proactive approach working directly with manufacturers, suppliers and the interior designer to redesign certain elements and features of the project to meet LEED standards while maintaining the design intent so crucial to the Ritz-Carlton experience. In addition to the usual top-of-the-line luxury amenities, the hotel incorporates sustainable features including improved indoor air quality; a "green," vegetated roof to reduce cooling loads, heat island effect, and storm water runoff, widespread use of recycled and regionally produced construction materials, and a water consumption reduction of up to 34 percent.

Founders Hall Renovation at Bank of America Center, Charlotte, NC
Project Size | 100,000 sf **Project Cost** | $52,519,622
The 100,000 sf Founders Hall Renovation project, located adjacent to the Ritz-Carlton Charlotte and Bank of America Corporate Headquarters in Charlotte, NC, included partial skin and roof removal and replacement, a new building entrance atrium with 4-floor escalator circulation, new mercantile spaces open to the atrium and street, interior demolition and renovation, Booth Theater Lobby renovation in the Blumenthal Performing Arts Center, new Founders Hall Uptown restaurant, and new food hall build-out consisting of two levels of rooftop dining.

1 Bank of America Center, Charlotte, NC
Project Size | 750,000 sf **Project Cost** | $444,407,418
The Bank of America project included the construction of a new 750,000 sf, 32-floor office tower across from Bank of America's corporate headquarters, and the addition of more than 700 spaces to the existing parking deck to accommodate 1,200 associates. The project included administrative areas, break areas, a three-story Sky Garden to provide pleasant landscaped space for impromptu gatherings and team meetings, conference rooms, a 400-seat auditorium, and a 20,000 sf conference center. The project achieved LEED Gold certification.



Keith Rossi, LEED AP CI

Preconstruction Manager

As Preconstruction Manager, Keith is responsible for oversight and leadership of the estimating, value engineering, and bid packaging phase of the project. His knowledge of the preconstruction process, the local marketplace and construction costs ensures the integrity and accuracy of the estimate throughout preconstruction. Keith's vast experience with high-end finishes and corporate upfits allows him to contribute unmatched expertise on pricing and proactively address any schedule/cost issues that may arise during the preconstruction phase.

Years of Experience 15

Years with Firm 5

Office Location
Charlotte, NC

Education
B.S., Industrial and Systems Engineering, *Virginia Polytechnic Institute and State University,* 1998

Credentials
LEED AP CI

OSHA 10 Hour

RELEVANT PROJECT EXPERIENCE (PARTIAL LIST)

The Ritz-Carlton Charlotte at Bank of America Center, Charlotte, NC
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John Katschkowsky, LEED AP BD+C

MEP Preconstruction Manager

As MEP Preconstruction Manager, John has 20 years of construction experience. John is highly skilled in assuring quality in the mechanicals and electrical aspects of projects. John will be involved in design reviews, he will price system options for life cycle cost analysis, review specifications to ensure the most cost-effective materials and equipment are being purchased and installed, and will solicit subcontractor market input to ensure budget accuracy.

Years of Experience 21

Years with Firm 10

Office Location
Raleigh, NC

Education
B.S., Construction Engineering, *Iowa State University, 1986*

Credentials
LEED AP BD+C
CPR
Engineer In Training
First Aid/CPR
LEED AP BD+C
OSHA 10 Hour

RELEVANT PROJECT EXPERIENCE (PARTIAL LIST)

North Carolina Museum of Art Expansion, Raleigh, NC
Project Size | Renovations - 165,000 sf, New Construction - 100,000 sf **Project Cost** | $73,038,798
This project consisted of renovations to the existing 165,000 sf museum building and the construction of a 100,000 sf gallery expansion building. The museum remained fully operational during construction. The expansion included day-lit galleries for the display of the museum's permanent collection, with a public lobby, restaurant, bookshop, art storage, and mechanical space. Although not a LEED project, the museum was constructed to LEED Silver standards.

NCSU Wolf Ridge Centennial Campus Student Housing, Raleigh, NC
Project Size | 525,000 sf **Project Cost** | $111,659,650
The new NCSU Centennial Student Housing project includes a six-building, 1,150-bed, apartment/suite style student housing complex located on the east side of the Oval at Centennial Campus. It will include a 20,000 sf, 400-seat dining facility, and parking. It will also include lounges, common areas and moderately-sized laundry rooms on each floor. As the first residence hall on NCSU's Centennial campus, it is designed to achieve LEED Silver sustainability standards. The Centennial Student Housing project will be turned over in multiple phases.

UNC Greensboro Quad Renovation, Greensboro, NC
Project Size | 241,000 sf **Project Cost** | $48,938,855
The UNCG Quad Project included renovations to seven existing residence buildings, originally constructed between 1920 and 1923. Work included the complete interior demolition and comprehensive renovations to approximately 610-bed/241,000 sf of space with primarily single and double bed living spaces. The project also included two additions to Shaw Hall that incorporated a Living/Learning Center into the Quad. The project successfully improved students' living areas and safety.

DUMC Center for Integrated Medicine Building, Durham, NC
Project Size | 30,000 sf **Project Cost** |$9,476,011
The Duke Center for Integrative Medicine is a world-class facility which supports both conventional and alternative medical practices. The one-story, LEED Certified, 30,000 sf building houses therapeutic treatment rooms, conference and workshop spaces, fitness facilities, meditation spaces, and a state-of-the-art kitchen for healthy cooking demonstrations, guest meals and catered events. The gardens inside and outside the building create calm and provide relaxing views from almost every vantage point in the Center. This facility contains a small 300 sf, two-washer, two-dryer laundry room.

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Ryan Lawrence, LEED AP BD+C

BIM Manager

As BIM Manager, Ryan will lead the development of all BIM models, coordinating with designers, engineers, subcontractors and vendors to promote the utilization of off-site prefabrication and to coordinate installation. Ryan will work with the entire project team in utilizing the BIM process to identify conflicts during the design phase that will promote smooth installation of systems and materials while reducing changes in the field, diminishing waste and enhancing quality.

Years of Experience 6

Years with Firm 1

Office Location
Charlotte, NC

Education
Bachelor of Architecture,
University of North Carolina at Charlotte, 2007

Credentials
LEED AP BD+C

RELEVANT PROJECT EXPERIENCE (PARTIAL LIST)

Harrah's Cherokee Hotel Tower III and Casino, Cherokee, NC*
Project Size | 240,000 sf **Project Cost** | Hotel Tower III - $125,000,000; Casino - $140,000,000
This project included Construction Management at Risk services for several projects within Harrah's Cherokee Casino and Hotel's $633 Million Expansion program.

The first project was a new 21-story tower that will position Harrah's as the premier gaming destination in the Southeast. The new Creek Tower features a waving roof form that complements the surrounding mountain-scape. Additional features include an elegant VIP Check-in area, Fire lounge, a dramatic café/bakery area and a full floor of super suites. The overall design of the hotel features a modern lodge ex¬perience with natural materials. Custom light features hang throughout the main lobbies of the hotel, one of them uti¬lizes fiber optics that can be customized to change colors. The original 23 month schedule for this project was delivered in just 19 months.

The Casino Renovation and Expansion portion of the project the addition of 110,000 square ft and the renovation of 130,000 sf. The project includes modern upgrades, lavish bars, several new restaurants and new gaming areas and has a 70 -foot interior waterfall with a rotunda area that changes lighting and sound with the changing seasons.

David H. Murdock Core Laboratory & Central Energy Plant | North Carolina Research Campus, Kannapolis, NC*

Project Size | 311,000 sf **Project Cost** | $145,000,000
This 311,000 sf, four-story research building consists of a steel structure with brick veneer and a copper standing-seam roof. The core laboratory is the cornerstone of the 350-acre campus and contains highly specialized equipment. In the basement of the Core Lab is a 34,000 sf animal Vivarium and imaging suite consisting of an MRI, cyclotron and Pharmascan MRI/MRS scanner. The CEP consists of cooling towers, chillers, boilers, pumps, generators and associated gear/piping, which services the entire North Carolina Research Campus with hot and chilled water. The plant also provides emergency electricity for the Core Lab Building only.

UNC Center for Excellence in Nutrition, Kannapolis, NC*
Project Size | 311,000 sf **Project Cost** | $65,000,000
This 130,000 sf laboratory research building consists of a steel structure with concrete slabs-on-metal deck. The exterior skin will include a brick facade, cast stone, FRP, punched windows, and a thermoplastic and standing seam metal roof system.

**Project completed prior to joining Balfour Beatty Construction*

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Bret Estridge, LEED AP

Senior Project Manager

Bret has extensive experience working on hotel projects including the Ritz-Carlton Charlotte and the Hilton Baltimore Convention Center Hotel. He will lead the project team from project inception to preconstruction through successful delivery and closeout. In Bret's focus for your project, he will work closely with the design engineers during preconstruction. He will prepare alternative design solutions, phasing of construction, future planning, fast-track purchase of long-lead equipment, and provide cost analysis alternatives. Once construction commences, Bret will provide continuous support for the on-site team.

Years of Experience 12

Years with Firm 6

Office Location
Charlotte, NC

Education
B.S., Construction Management, *East Carolina University, 2003*

Credentials
LEED AP

OSHA 10 Hour

OSHA 30 Hour

CPR/First Aid Certified

RELEVANT PROJECT EXPERIENCE (PARTIAL LIST)

The Ritz-Carlton Charlotte at Bank of America Center, Charlotte, NC
Project Size | 275,000 sf **Project Cost** | $62,609,621
The Ritz-Carlton Charlotte was constructed as one part of a massive project encompassing an entire city block in uptown Charlotte. The five-star hotel features 18 stories, with 120 deluxe rooms and 30 suites, gourmet dining options, full-service salon and health club services, an urban garden, and a 48,000-gallon swimming pool on the 18th floor. The hotel includes 12,000 sf of function space, a 7,000 sf ballroom and a 13,000 sf bi-level penthouse spa and wellness center.

A LEED Gold Certified facility, The Ritz-Carlton, Charlotte was the first green hotel within the greater Charlotte area and the first LEED Certified Hotel within the Ritz-Carlton hotel brand. Balfour Beatty took an extremely proactive approach working directly with manufacturers, suppliers and the interior designer to redesign certain elements and features of the project to meet LEED standards while maintaining the design intent so crucial to the Ritz-Carlton experience. In addition to the usual top-of-the-line luxury amenities, the hotel incorporates sustainable features including improved indoor air quality, a "green," vegetated roof to reduce cooling loads, widespread use of recycled and regionally produced construction materials, and a water consumption reduction of up to 34 percent.

Founders Hall Renovation at Bank of America Center, Charlotte, NC
Project Size | 100,000 sf **Project Cost** | $52,519,622
The 100,000 sf Founders Hall Renovation project, located adjacent to the Ritz-Carlton Charlotte and Bank of America Corporate Headquarters in Charlotte, NC, included partial skin and roof removal and replacement, a new building entrance atrium with 4-floor escalator circulation, new mercantile spaces open to the atrium and street, interior demolition and renovation, Booth Theater Lobby renovation in the Blumenthal Performing Arts Center, new Founders Hall Uptown restaurant, and new food hall build-out consisting of two levels of rooftop dining.

Hilton Baltimore Convention Center Hotel, Baltimore, MD*
Project Size | 850,000 sf **Project Cost** | $230,745,000
This 850,000 sf, design-build project included a 20- story, 757 room hotel and convention center. Additional features included a 550-space, 235,000 sf underground parking garage.

Ashford Suites Hotel, High Point, NC*
Project Size | 45,000 sf **Project Cost** | $3,000,000
The Ashford Suites Hotel project included the construction of a 45,000 sf, three-story, wood-frame hotel.

*Project completed prior to joining Balfour Beatty Construction

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Years of Experience 35

Years with Firm 35

Office Location
Charlotte, NC

Education
B.A., Economics,
UNC Chapel Hill, 1971

Knox Tate

Interiors Project Manager

Knox Tate joined our company in 1973 as a project manager as one of the first five employees. Over the years, Knox has singlehandedly established the interiors program for corporate giant, Bank of America, and has helped build many of the landmark corporate headquarters projects for clients such as Bank of America, Wells Fargo, Goodrich, and many more. Knox has been an important part of Balfour Beatty Construction's core leadership team from the time he entered the business. His experience working on the Ritz-Carlton Charlotte project will add value and lessons learned to the Hotel at Marion Square.

RELEVANT PROJECT EXPERIENCE (PARTIAL LIST)

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Bank of America NY 47th Street, New York, NY
Project Size | 365,000 sf **Project Cost** | $35,028,236
This first class interior upfit and renovation featured a workspace of the future design for 13 floors and the decommissioning of five floors. The project involved building out temporary swing space for the clients on separate floors to be utilized during the course of this project. This project also included the installation of new chilled water loop pumps and equipment for all of the floors renovated.

1 Bank of America Office Tower Interiors, Charlotte, NC
Project Size | 750,000 sf **Project Cost** | $95,673,729
This project included the interior build-out of 750,000 sf of office space in the 1 Bank of America Center tower in the heart of Uptown Charlotte. The project included administrative areas, break areas, a three-story Sky Garden to provide pleasant landscaped space for impromptu gatherings and team meetings, conference rooms, a 400-seat auditorium, and a 20,000 sf conference center. The project achieved LEED Gold certification. Encompassing 32 floors, the new office tower houses approximately 1,200 Bank of America associates, as well as other office tenants, and is one of the most environmentally-responsible corporate spaces in the Southeast having achieved LEED Gold certification.

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Hunt Werner

Project Manager

Hunt has focused exclusively on complex hospitality and mixed-use projects for over seven years. His knowledge and project expertise includes phased construction on multiple floors, complex schedules, urban project sites with multiple tenants and maintaining operations throughout construction. Hunt helps define and establish project goals and team expectations. He manages project team relationships, ensures the timeliness of deliverables, provides a comprehensive review of the budget, and ensures constructability of design.

Years of Experience 7

Years with Firm 7

Office Location
Charlotte, NC

Education
B.S., Mechanical Engineering
Clemson University, 2006

Credentials
CPR/First Aid

OSHA 30 Hour

RELEVANT PROJECT EXPERIENCE (PARTIAL LIST)

Buckhead Atlanta, Atlanta, GA
Project Size | 1,500,000 sf **Project Cost** | $150,000,000
Balfour Beatty Construction was chosen to reconstruct the former Buckhead Village bar and nightclub district and transform it into a new upscale, mixed-use community. This signature, three-phase project will consist of luxury retailers, restaurants, hotels, office space and residential units.

Parcel A is an 86,477 sf office and 138,105 sf retail complex and four levels of below-grade parking. Two floors of offices will feature Class A finishes and terraces. Two floors of retail space will sit above the parking facility. Parcel B is a single-story retail building, with approximately 50,000 sf of multi-tenant space. Parcel C will be two, 20-story residential towers featuring 370 upscale apartment units and an 8th floor amenity deck. The towers will sit above parking garages, with retail podiums housing 122,000 sf of space for luxury, designer tenants. Between the two towers sits a 4,500 sf luxury clubhouse containing a pool with private cabanas, a theater, a billiard room, a study/library, and bath houses.

Located on eight acres across six city blocks, Buckhead Atlanta will connect the two main arteries of Atlanta at Peachtree and West Paces where local residents and bustling life collide. The project challenges include building on a tight, urban site with limited staging areas.

Avenue Murfreesboro, Murfreesboro, TN
Project Size | 678,000 sf **Project Cost** | $64,000,00
This $64 million retail project consists of a 365,489 sf lifestyle center and a 228,949 sf market center, including site work. The scope of the project included a challenging, 100-acre turnkey site work package, including rock removal and underground utilities. In addition, the team completed 678,000 sf of retail shell space and the interior build-out of Dick's Sporting Goods, Michael's, Cost Plus World Market, Linens 'N Things, Petco, and Best Buy.

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Katie Wirth, LEED AP BD+C

Assistant Project Manager

Katie has over five years of extensive experience working on mixed-use and hospitality as well as commercial projects. As Assistant Project Manager, Katie will be active in all document review and trade contractor coordination and budget reviews. She is responsible for the coordination of specialty contractor product submittals and approvals, requests for information, change requests and payment requests. Katie is involved in maintaining the budget and schedule and coordinating the specialty contractors and suppliers.

Years of Experience 5

Years with Firm 5

Office Location
Charlotte, NC

Education
B.S., Civil Engineering,
Michigan State University, 2008

Credentials
LEED AP BD+C

CPR/First Aid

OSHA 30 Hour

RELEVANT PROJECT EXPERIENCE (PARTIAL LIST)

The Ritz-Carlton Charlotte at Bank of America Center, Charlotte, NC
Project Size | 275,000 sf **Project Cost** | $62,609,621
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Bank of America Merrill Lynch Security Program, Charlotte, NC
Project Size | various **Project Cost** | $9,200,000
After the successful roll out of previous programs for their extensive administrative portfolio, Bank of America selected Balfour Beatty Construction to execute another program on their behalf. The Bank of America/Merrill Lynch Security program is focused on the installation of security system components at approximately 550 Merrill Lynch Wealth Branch boutique retail locations throughout the United States.

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Pat Ricci

Senior Superintendent

Pat is an expert in the planning and execution of complex mid-rise projects on tight urban sites. He responds quickly to challenges with innovative solutions that maintain the budget and schedule while exceeding owner expectations. Pat excels in creating and maintaining the project schedule to facilitate an on time delivery while ensuring safety on the jobsite. He is responsible for the supervision of field construction work and shares responsibility with Bret Estridge and Hunt Werner for developing the project schedule, actively participating in the preconstruction phase, and ensuring that the project is built on time and within budget.

Years of Experience 18

Years with Firm 6

Office Location
Charlotte, NC

Education
Attended *Rider College*

Credentials
Certified Construction Manager

Confined Space Certified

First Aid/CPR/AED

EM 385-1-1 10 hour

Fork Lift Certification

OSHA 10 Hour

OSHA 30 Hour

OSHA Trench Safety Certification

Scaffold Certification

Scissor Lift Certification

Rigging Certified

Flagging Certified

International Safety Access Certified

RELEVANT PROJECT EXPERIENCE (PARTIAL LIST)

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131 Ponce Midtown Apartments, Atlanta, GA
Project Size | 325,000 sf **Project Cost** | $31,500,000
The project is a four-story, wood-frame building with 280 luxury apartment units over two levels of concrete podium parking. A majority of the 280 units will be studios or one bedroom apartments. Amenities including three private, elevated courtyards connected by a series of stair towers will offer residents a tranquil retreat from urban life, while a rooftop pool will showcase stunning views of the city skyline.

ASU Plemmons Student Union and Living Learning Center, Boone, NC
Project Size | Student Union-52,500 sf, Residence Hall-98,879 sf **Project Cost** | $57,029,621
The Center for Student Leadership Complex consists of the construction of an eight-story, 350-bed residence hall with an attached three-story academic living-learning facility and a four-story expansion to the Plemmons Student Union. The project scope includes underground utilities work, street reconstruction and demolition of two buildings. Both sites are situated on an active residence quad with pedestrian traffic around both of the projects. This project is pursuing Gold LEED certification for the student union and LEED Silver for the residence hall. Depending on budget, both projects may incorporate green roofs.



Dave Nugent

Interiors Superintendent

Dave is known for his significant hospitality and commercial interiors experience and has worked on several large and complex interior hospitality projects including the Ritz-Carlton Charlotte. Dave has extensive experience on multi-phased projects with aggressive schedules for high-end clients. He is responsible for the supervision of field construction work and shares responsibility with Knox Tate for developing the interiors project schedule, actively participating in the preconstruction phase, and ensuring that the project is built on time and within budget

Years of Experience 9

Years with Firm 9

Office Location
Charlotte, NC

Credentials
CAD for Building Professionals

CPR/First Aid/AED

Critical Environment Work Authorized

Fork Lift Certification

OSHA 10 Hour

OSHA 30 Hour

Scaffold Certification

Scissor Lift Certification

STS (Safety Trained Supervisor)

RELEVANT PROJECT EXPERIENCE (PARTIAL LIST)

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Red Hat Corporate Headquarters, Raleigh, NC
Project Size | 365,500 sf **Project Cost** | $26,900,000
The Red Hat Corporate Headquarters renovation and relocation project includes the phased demolition and reconstruction of 365,000 sf of Class "A" interior office space located at 100 East Davie Street in downtown Raleigh, NC. Upon the project's completion, the 19-story office tower at 100 E. Davie St. was christened "Red Hat Tower."

The project includes selective demolition, new interior improvements, façade, and ground level exterior renovations. Additional elements incorporated in the preliminary plans include: reception areas, computer and server rooms, a fitness area, interior/exterior connecting stairwells, and hardsurface flooring. The project is designed to achieve LEED Gold for Commercial Interiors Certification. With this move, Red Hat was able to transfer more than 750 employees to downtown Raleigh, helping the state capital become a national hub for open source technology.

E2 Emeril's Eatery, Charlotte, NC
Project Size | 8,200 sf **Project Cost** | $2,793,409
Located in the Levine Center for the Arts, this 8,200 sf restaurant was constructed around multiple, heavily occupied facilities, including the Bechtler Museum of Modern Art and the Duke Energy Center. The facility includes a 2,700 sf kitchen, a 286-seat dining room, outdoor patio, food bar, liquor bar, and a take-out restaurant known as E2Go. The project, finished January 2012, achieved LEED Certification (LEED-CI Retail v2009) and is Emeril's first LEED project.

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Sean Prendergast

Superintendent

Sean has significant hospitality and commercial experience and has worked on several large and complex hospitality projects including the Ritz-Carlton Charlotte. He is responsible for assisting with all field activities in connection with the General Superintendent and Project Manager. His responsibilities include planning implementing and supervising all field work; preparing project forecasts and field records; expediting materials delivery; implementing and supervising the safety program, code compliance and coordinating regular jobsite meetings and inspections.

Years of Experience 6

Years with Firm 6

Office Location
Charlotte, NC

Education
B.S., Construction Management, *Appalachian State University,* 2007

Credentials
CPR/First Aid/AED

OSHA 10 Hour

OSHA 30 Hour

Scissor Lift Certification

Deep Excavation Certification

Flagging and Rigging Certification

RELEVANT PROJECT EXPERIENCE (PARTIAL LIST)

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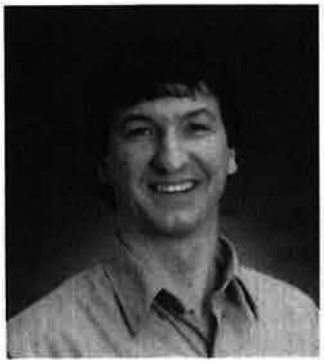
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Sonic Automotive Corporate Office, Charlotte, NC
Project Size | 62,000 sf **Project Cost** | $9,569,588
The 62,000 sf Corporate Headquarters for Fortune 500 Charlotte-based Sonic Automotive required upfitting seven floors and included upgrading the site with a new entrance, removing the skin of the building and replacing it with a new curtainwall, and renovating the IT network operations center. A fitness center for employee use along with a small training room on the third floor and additional generators were added to the campus.

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Andrew Cook

Assistant Superintendent

Drew has over six years of extensive experience working in hospitality, retail and corporate/mixed-use projects. He worked on the Ritz-Carlton Charlotte project and is well respected by the entire project team. He has extensive LEED experience and specializes in preparing sustainable solutions in high-end spaces.

Years of Experience 6

Years with Firm 6

Office Location
Charlotte, NC

Education
B.S., Construction Management, *East Carolina University, 2000*

Credentials
CPR/First Aid/AED

OSHA 30 Hour

Fork Lift Certification

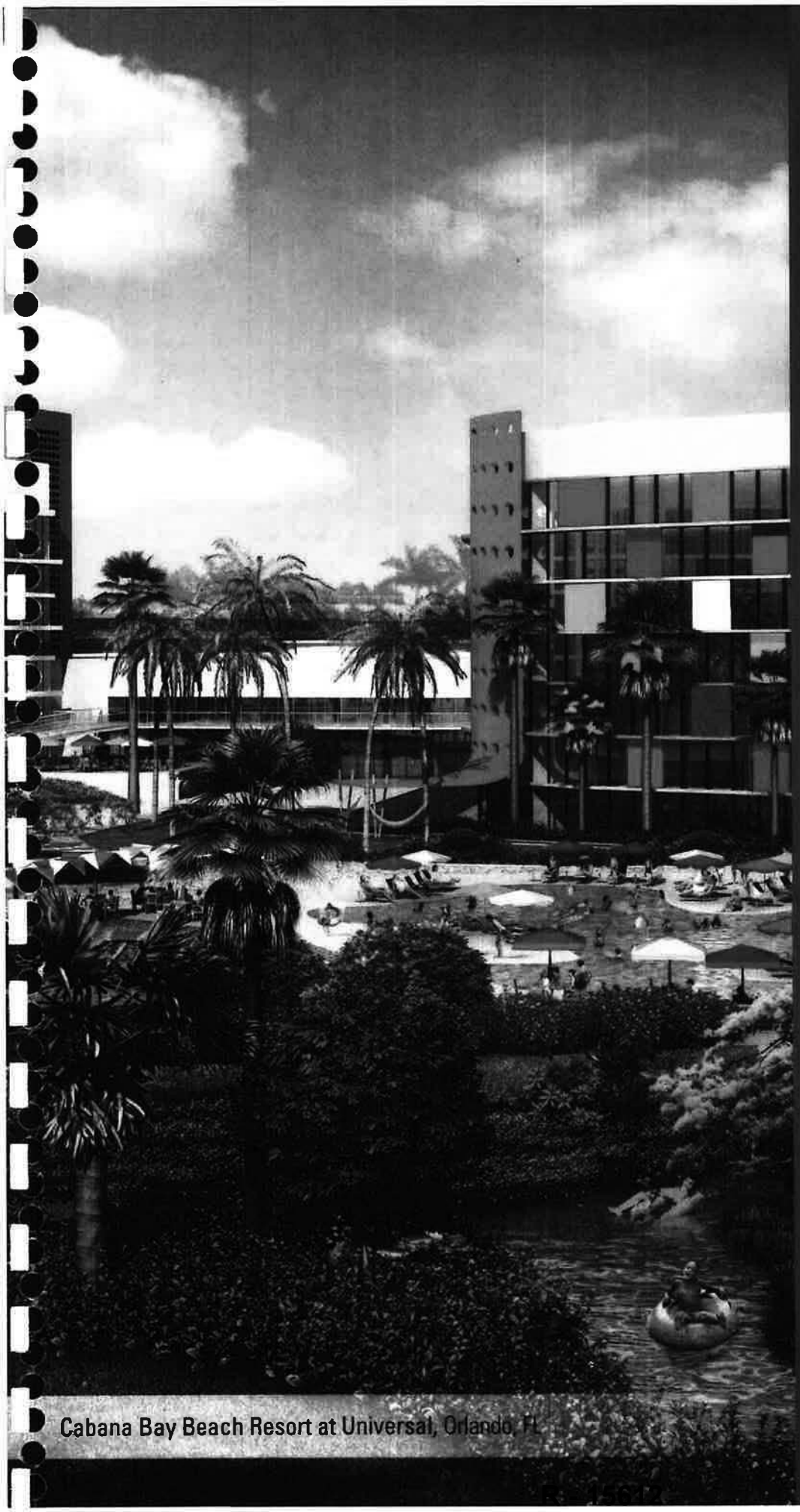
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Charlotte Checkers Epicentre Upfit, Charlotte, NC
Project Size | 7,100 sf **Project Cost** | $556,208
This project includes the upfit of a 7,100 sf first generation office space located in the vibrant Epicenter in uptown Charlotte, NC. The Charlotte Checkers wanted to relocate their corporate office to a new space that was specifically built to meet their needs. The office has a modern open feel with exposed concrete columns and walls and natural day lighting and includes13 private offices, a conference room, a break room, retail display, and a large open work area.

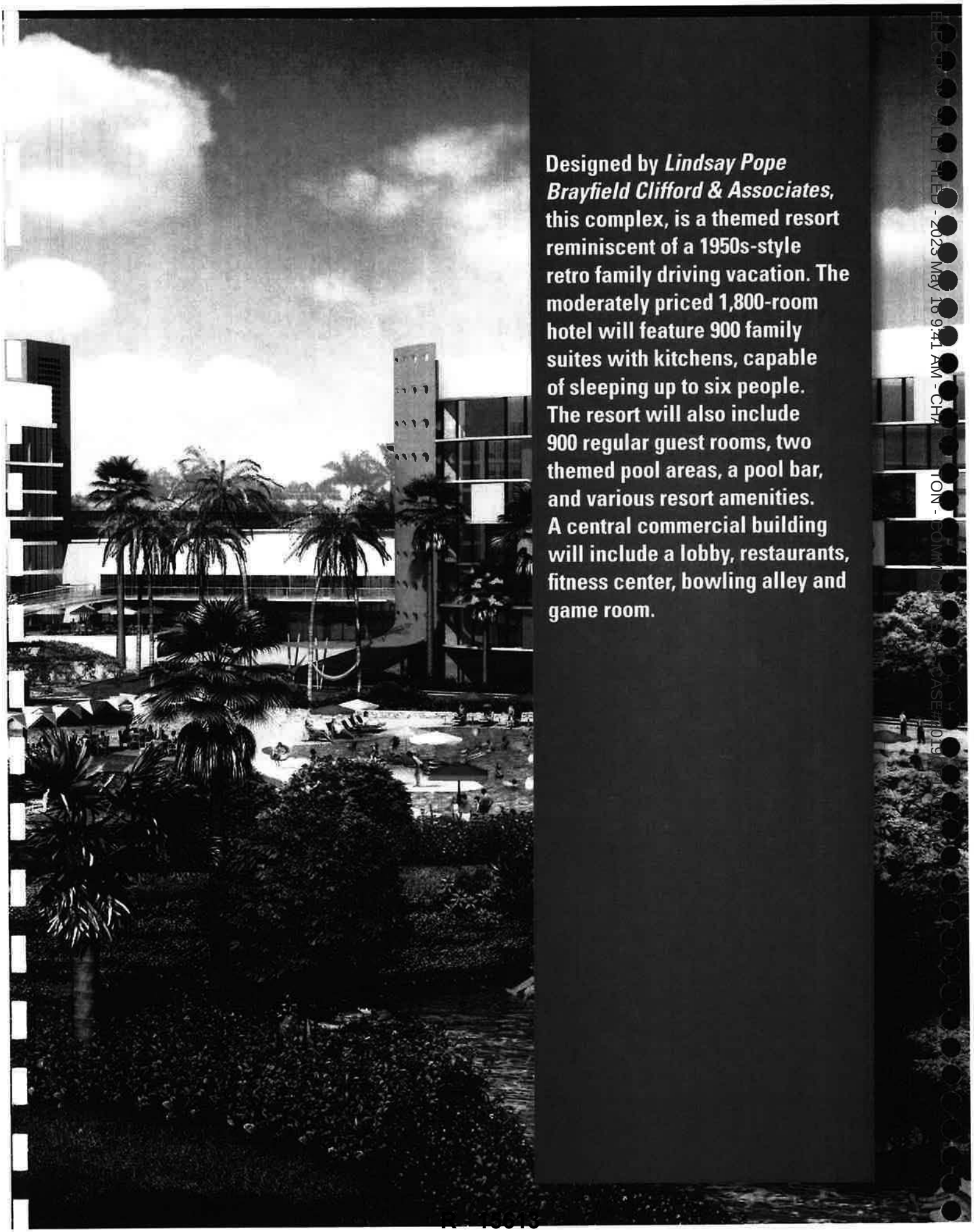


Cabana Bay Beach Resort at Universal, Orlando, FL

Balfour Beatty
Construction

8. Job Site Logistics Plan

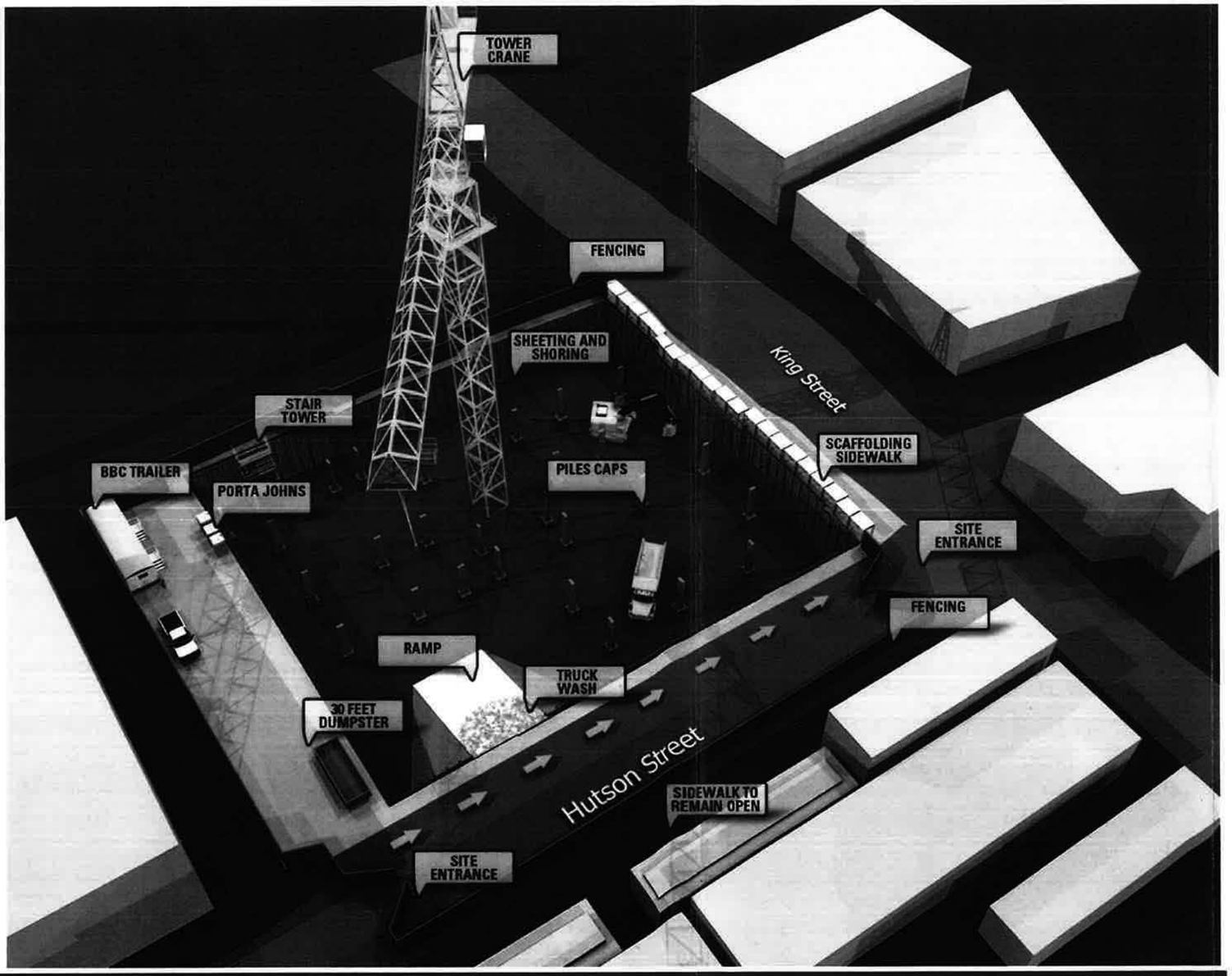
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Designed by *Lindsay Pope Brayfield Clifford & Associates*, this complex, is a themed resort reminiscent of a 1950s-style retro family driving vacation. The moderately priced 1,800-room hotel will feature 900 family suites with kitchens, capable of sleeping up to six people. The resort will also include 900 regular guest rooms, two themed pool areas, a pool bar, and various resort amenities. A central commercial building will include a lobby, restaurants, fitness center, bowling alley and game room.

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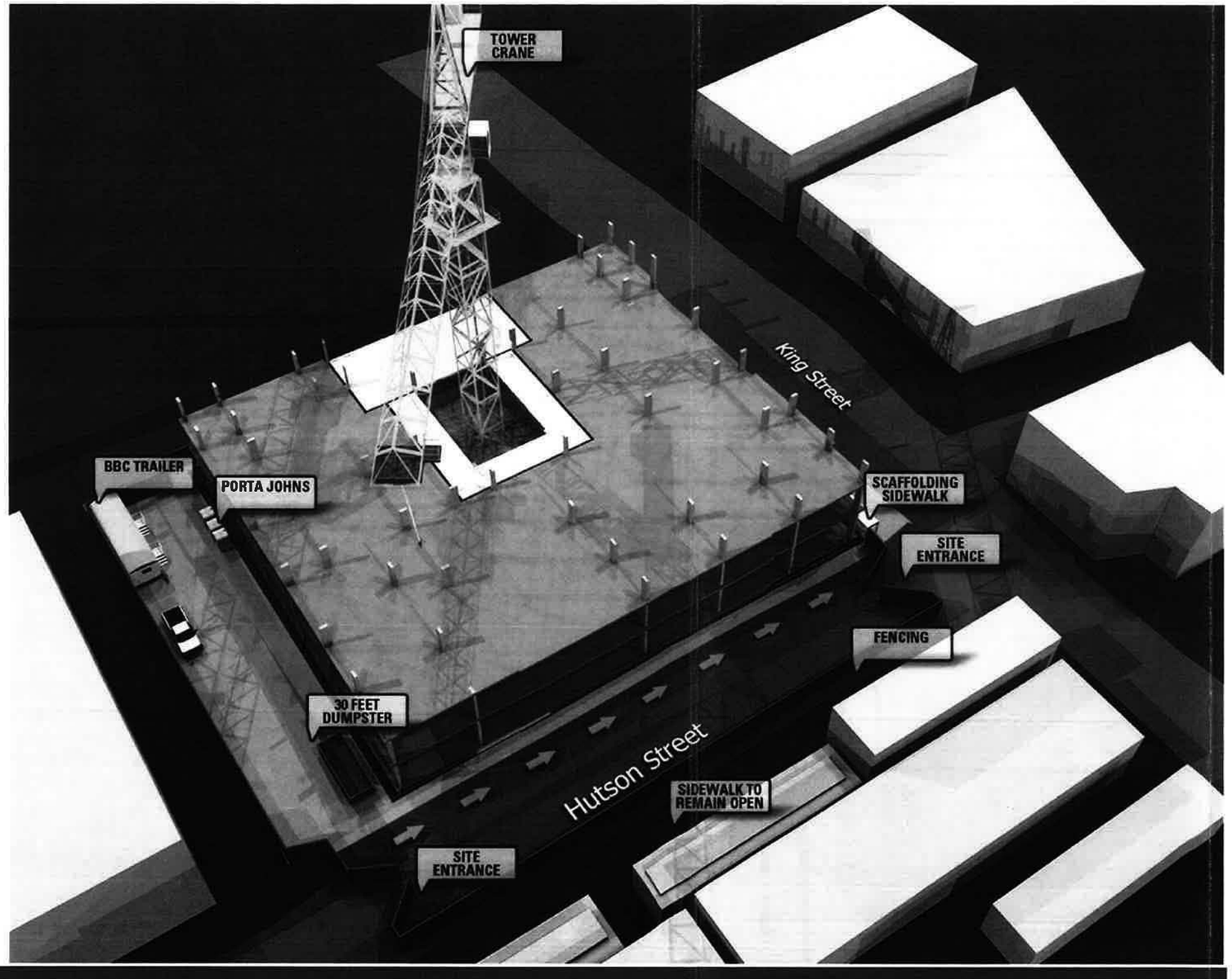
LOGISTICS PLAN



Phase 1 - June 2014

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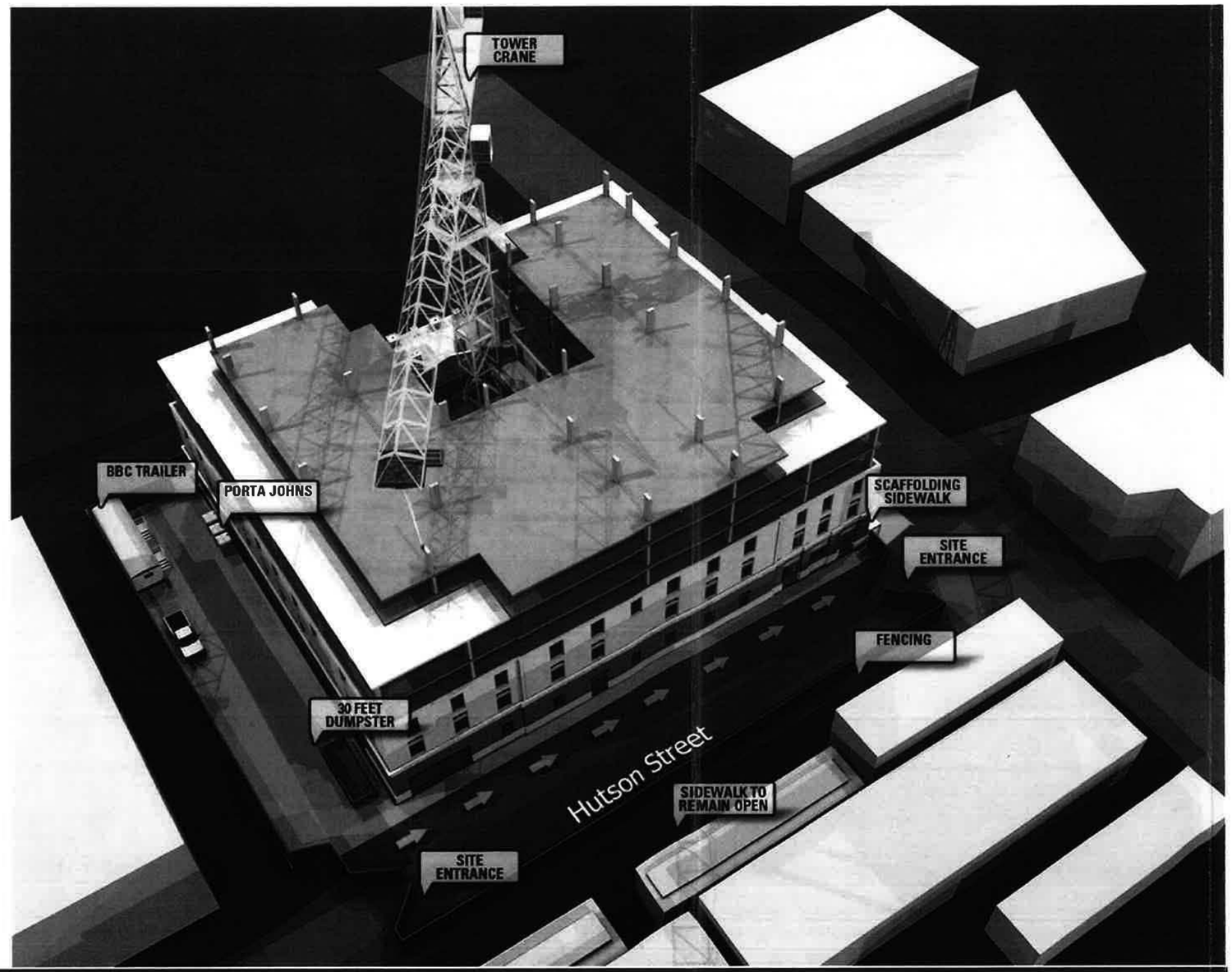
LOGISTICS PLAN



Phase 2 - Mid-September 2014

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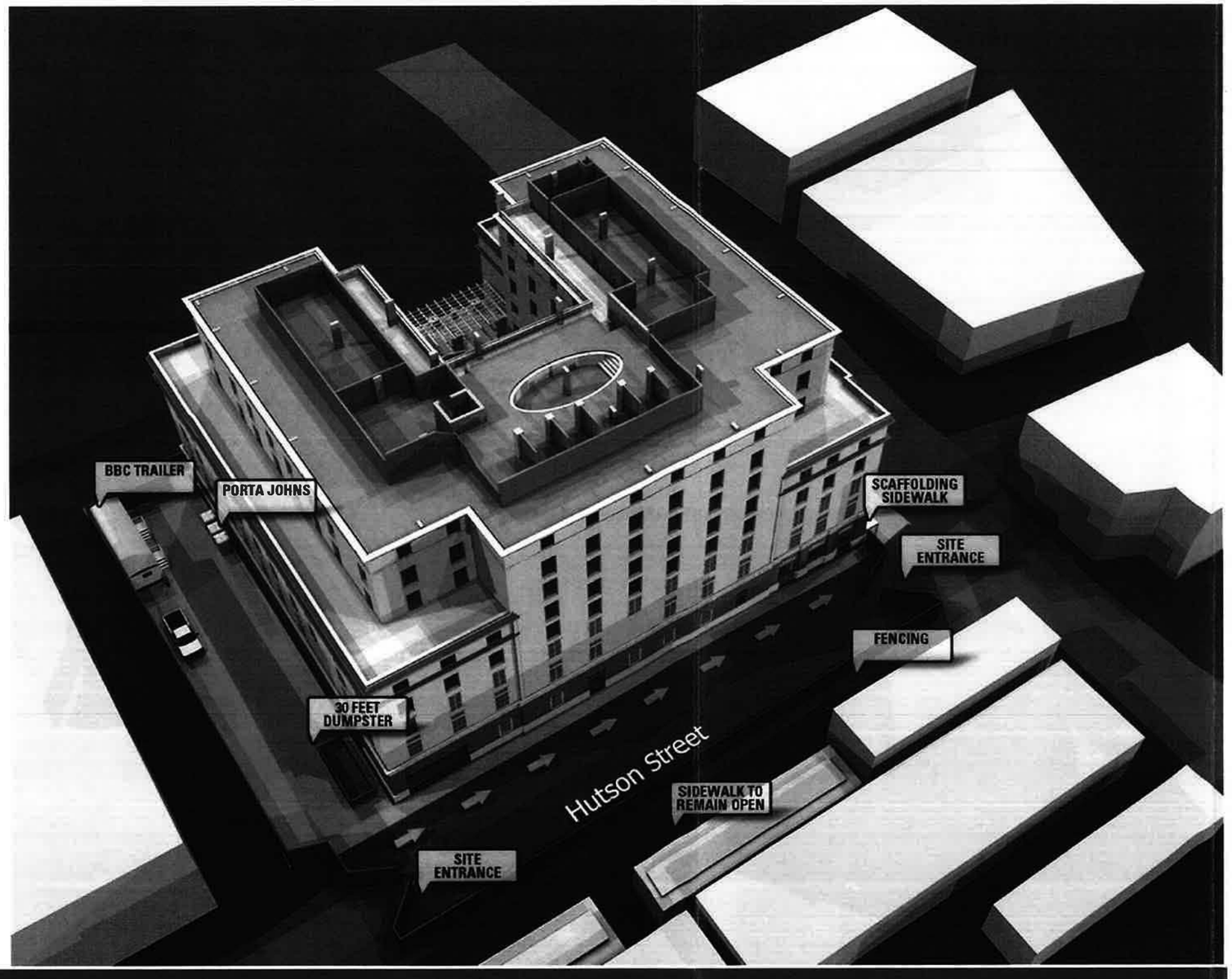
LOGISTICS PLAN



Phase 3 - Mid-November 2014

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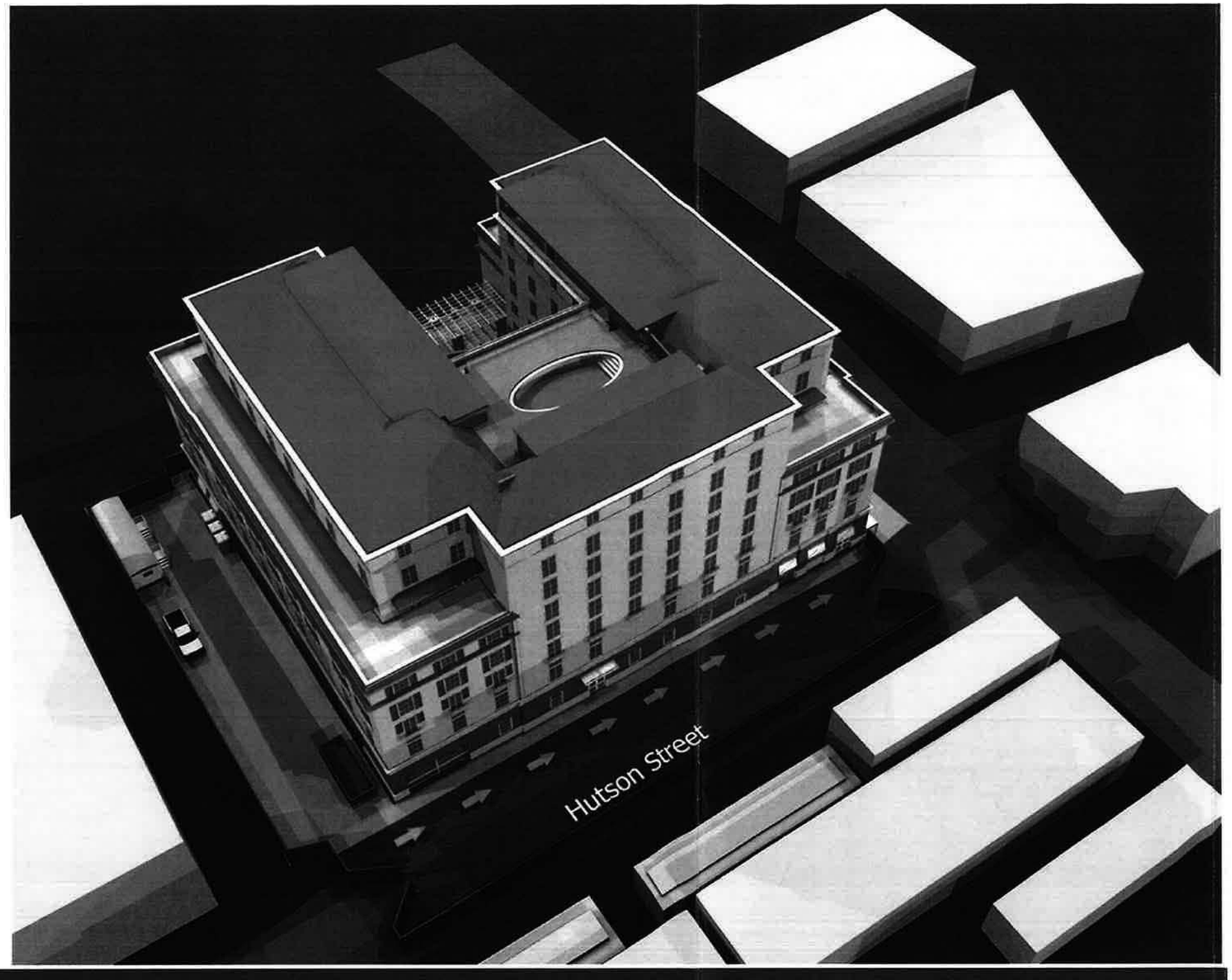
LOGISTICS PLAN



Phase 4 - June 2015

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LOGISTICS PLAN



Phase 5 - Completed January 2016

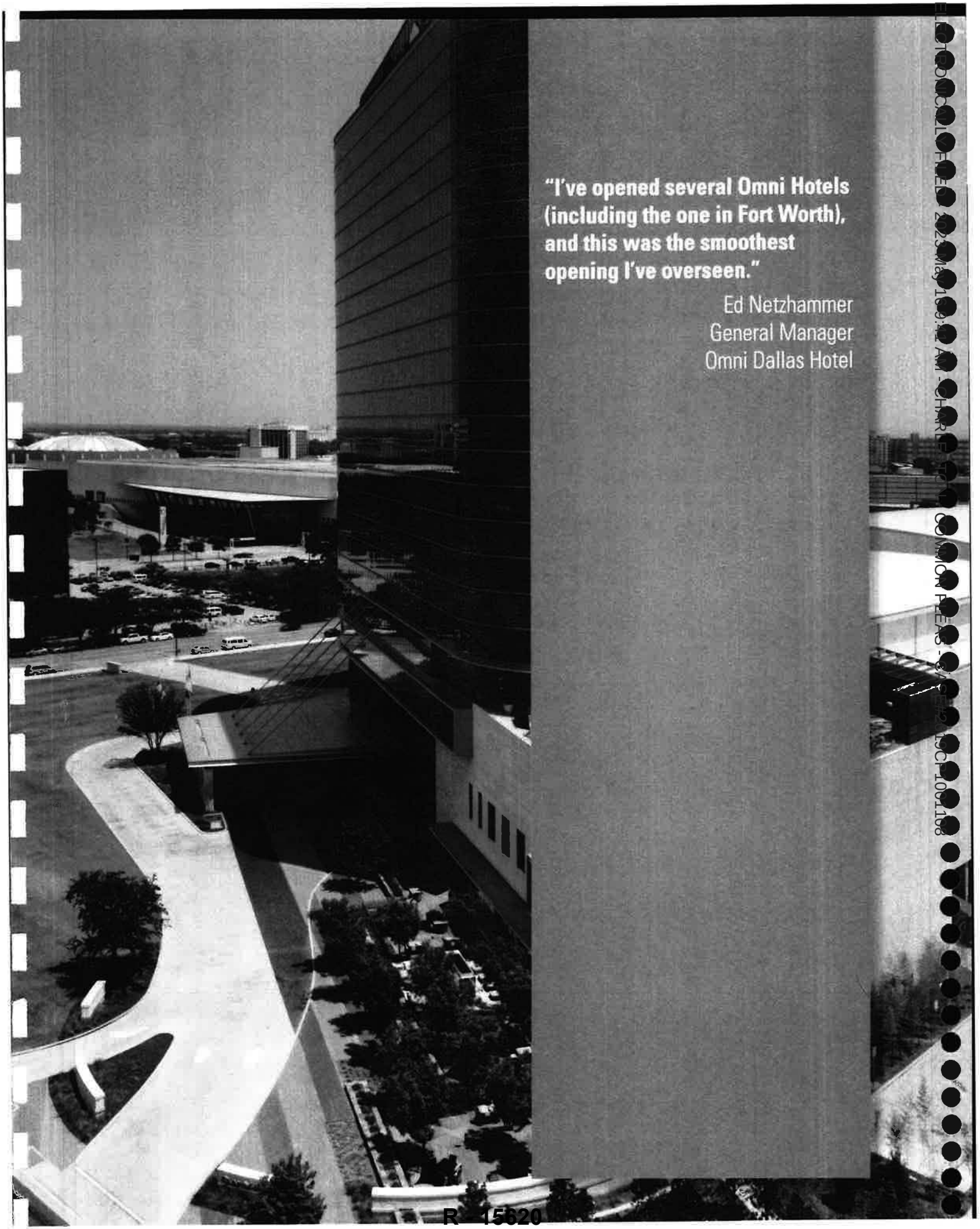
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Omni Dallas Hotel, Dallas, TX

C. Schematic Budget Estimate

Balfour Beatty
Construction

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"I've opened several Omni Hotels (including the one in Fort Worth), and this was the smoothest opening I've overseen."

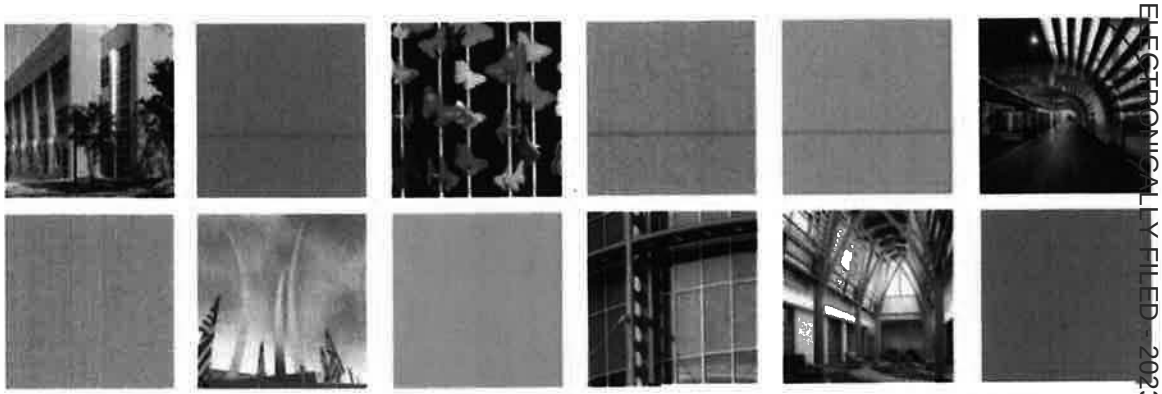
Ed Netzhammer
General Manager
Omni Dallas Hotel

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C. Provide a detailed Schematic Budget Estimate No. 1 for the work as outlined in the RFP documents including all qualifications and assumptions.

Included on the following pages is our detailed Schematic Budget Estimate No. 1 for the work as outlined in the RFP documents including all qualifications and assumptions.

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November 6, 2013

Hotel at Marion Square

Charleston, SC

Balfour Beatty
Construction

R - 15622

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C. Take-Off Detail

* Subcontractor Input available upon request

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Project Description Summary

Balfour Beatty Construction

Project History – the site is in the historic district of Charleston, and has relevance dating back to the original founding of the city. The square on which the site fronts is named for General Francis Marion (the Swamp Fox), noted Revolutionary War leader. The site was most recently occupied by a public library which was demolished in August 2013. The Pink marble façade material has been salvaged from the demolished library and will be reused in parts of the new hotel. The proposed project is subject to the approval of the City Board of Architectural Review (BAR), who granted final approval of the exterior massing and detail on June, ?, 2013. It is the responsibility of the development team to remain faithful to the design and materials approved by the BAR.

Proposed boutique hotel - 9-story with basement, 208,000 gsf, 185 rooms, with 121 lower level valet parking spaces, 150 seat full service restaurant, bar, 6,000 sf ballroom, pre-function and meeting rooms, roof level pool, fitness, grill.

T 704.319.4000
F 704.319.4001
3750 Glen Lake Drive
Suite 200
Charlotte, NC 28208

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Subcontract Detail - Hotel at Marion Square

imator : MT
ject Size : 206008 SF

Group 1: Area
Group 2: Bid Packages
Group 3: Floors

Item Code	Description	Quantity	Cost Quantity	Unit Price	Total Subcontract
	*** Total 3rd floor				$126,710
4th floor					
5100.000	Misc. Steel (Turnkey)	22,438.00 ea			
	Lump Sum Price			4.705	105,570.79
	*** Total 4th floor				$105,571
5th floor					
5100.000	Misc. Steel (Turnkey)	22,438.00 ea			
	Lump Sum Price			4.705	105,570.79
	*** Total 5th floor				$105,571
6th floor					
5100.000	Misc. Steel (Turnkey)	16,202.00 ea			
	Lump Sum Price			4.705	76,230.41
	*** Total 6th floor				$76,230
7th floor					
5100.000	Misc. Steel (Turnkey)	16,202.00 ea			
	Lump Sum Price			4.705	76,230.41
	*** Total 7th floor				$76,230
8th floor					
5100.000	Misc. Steel (Turnkey)	16,202.00 ea			
	Lump Sum Price			4.705	76,230.41
	*** Total 8th floor				$76,230
9th Floor					
5100.000	Misc. Steel (Turnkey)	4,000.00 ea			
	Lump Sum Price			4.705	18,820.00
	*** Total 9th Floor				$18,820
	** Total 05A - Metals				$969,268
09A - Framing & Drywall					
9th Floor					
5810.000	Light Gauge Trusses & Framing	4,000.00 sf			
	Lump Sum Price			41.250	165,000.00
	*** Total 9th Floor				$165,000
	** Total 09A - Framing & Drywall				$165,000
14A - Elevators					
Floors Blank					
5001.000	Hydraulic Elevator 1	1.00 ea			
	Lump Sum Price			108,000.000	108,000.00
5001.000	Hydraulic Elevator 2	1.00 ea			
	Lump Sum Price			200,000.000	200,000.00
5001.000	Hydraulic Elevator 3	1.00 ea			
	Lump Sum Price			200,000.000	200,000.00
5001.000	Hydraulic Elevator 4	1.00 ea			
	Lump Sum Price			200,000.000	200,000.00
5001.000	Hydraulic Elevator 5	1.00 ea			
	Lump Sum Price			200,000.000	200,000.00
5001.000	Hydraulic Elevator 6	1.00 ea			
	Lump Sum Price			200,000.000	200,000.00
	*** Total Floors Blank				$1,108,000
	** Total 14A - Elevators				$1,108,000
15B - HVAC					
Sub Level Parking					
5001.000	New HVAC System (Hotel)	28,000.00 sf			
	Lump Sum Price			10.000	280,000.00
	*** Total Sub Level Parking				$280,000
1st Floor					
5001.000	New HVAC System (Hotel)	26,664.00 sf			
	Lump Sum Price			10.000	266,640.00
	*** Total 1st Floor				$266,640
2nd floor					
5001.000	New HVAC System (Hotel)	26,931.00 sf			
	Lump Sum Price			10.000	269,310.00
	*** Total 2nd floor				$269,310
3rd floor					
5001.000	New HVAC System (Hotel)	26,931.00 sf			
	Lump Sum Price			10.000	269,310.00
	*** Total 3rd floor				$269,310
4th floor					

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Subcontract Detail - Hotel at Marion Square

imator : MT
ect Size : 206008 SF

Group 1: Area
Group 2: Bid Packages
Group 3: Floors

em Code	Description	Quantity	Cost Quantity	Unit Price	Total Subcontract
001.000	New HVAC System (Hotel)	22,438.00 sf			
	Lump Sum Price			10.000	224,380.00
	*** Total 4th floor				$224,380
5th floor					
001.000	New HVAC System (Hotel)	22,438.00 sf			
	Lump Sum Price			10.000	224,380.00
	*** Total 5th floor				$224,380
6th floor					
001.000	New HVAC System (Hotel)	16,202.00 sf			
	Lump Sum Price			10.000	162,020.00
	*** Total 6th floor				$162,020
7th floor					
001.000	New HVAC System (Hotel)	16,202.00 sf			
	Lump Sum Price			10.000	162,020.00
	*** Total 7th floor				$162,020
8th floor					
001.000	New HVAC System (Hotel)	16,202.00 sf			
	Lump Sum Price			10.000	162,020.00
	*** Total 8th floor				$162,020
9th Floor					
001.000	New HVAC System (Hotel)	4,000.00 sf			
	Lump Sum Price			10.000	40,000.00
	*** Total 9th Floor				$40,000
	** Total 15B - HVAC				$2,060,080
15C - Plumbing					
Sub Level Parking					
001.000	New Plumbing System (Hotel)	28,000.00 sf			
	Lump Sum Price			4.250	119,000.00
	*** Total Sub Level Parking				$119,000
1st Floor					
001.000	New Plumbing System (Hotel)	26,664.00 sf			
	Lump Sum Price			4.250	113,322.00
	*** Total 1st Floor				$113,322
2nd floor					
001.000	New Plumbing System (Hotel)	26,931.00 sf			
	Lump Sum Price			4.250	114,456.75
	*** Total 2nd floor				$114,457
3rd floor					
001.000	New Plumbing System (Hotel)	26,931.00 sf			
	Lump Sum Price			4.250	114,456.75
	*** Total 3rd floor				$114,457
4th floor					
001.000	New Plumbing System (Hotel)	22,438.00 sf			
	Lump Sum Price			4.250	95,361.50
	*** Total 4th floor				$95,362
5th floor					
001.000	New Plumbing System (Hotel)	22,438.00 sf			
	Lump Sum Price			4.250	95,361.50
	*** Total 5th floor				$95,362
6th floor					
001.000	New Plumbing System (Hotel)	16,202.00 sf			
	Lump Sum Price			4.250	68,858.50
	*** Total 6th floor				$68,859
7th floor					
001.000	New Plumbing System (Hotel)	16,202.00 sf			
	Lump Sum Price			4.250	68,858.50
	*** Total 7th floor				$68,859
8th floor					
001.000	New Plumbing System (Hotel)	16,202.00 sf			
	Lump Sum Price			4.250	68,858.50
	*** Total 8th floor				$68,859
9th Floor					
001.000	New Plumbing System (Hotel)	4,000.00 sf			
	Lump Sum Price			4.250	17,000.00
	*** Total 9th Floor				$17,000
	** Total 15C - Plumbing				$875,534

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Subcontract Detail - Hotel at Marion Square

imator : MT
ect Size : 206008 SF

Group 1: Area
Group 2: Bid Packages
Group 3: Floors

Item Code	Description	Quantity		Cost Quantity	Unit Price	Total Subcontract
15D - Fire Protection						
Sub Level Parking						
1001.000	New Wet Sprinkler System (Hotel)	28,000.00	sf			
	Lump Sum Price				1.050	29,400.00
	***** Total Sub Level Parking**					**$29,400**
1st Floor						
1001.000	New Wet Sprinkler System (Hotel)	26,664.00	sf			
	Lump Sum Price				1.050	27,997.20
	***** Total 1st Floor**					**$27,997**
2nd floor						
1001.000	New Wet Sprinkler System (Hotel)	26,931.00	sf			
	Lump Sum Price				1.050	28,277.55
	***** Total 2nd floor**					**$28,278**
3rd floor						
1001.000	New Wet Sprinkler System (Hotel)	26,931.00	sf			
	Lump Sum Price				1.050	28,277.55
	***** Total 3rd floor**					**$28,278**
4th floor						
1001.000	New Wet Sprinkler System (Hotel)	22,438.00	sf			
	Lump Sum Price				1.050	23,559.90
	***** Total 4th floor**					**$23,560**
5th floor						
1001.000	New Wet Sprinkler System (Hotel)	22,438.00	sf			
	Lump Sum Price				1.050	23,559.90
	***** Total 5th floor**					**$23,560**
6th floor						
1001.000	New Wet Sprinkler System (Hotel)	16,202.00	sf			
	Lump Sum Price				1.050	17,012.10
	***** Total 6th floor**					**$17,012**
7th floor						
1001.000	New Wet Sprinkler System (Hotel)	16,202.00	sf			
	Lump Sum Price				1.050	17,012.10
	***** Total 7th floor**					**$17,012**
8th floor						
1001.000	New Wet Sprinkler System (Hotel)	16,202.00	sf			
	Lump Sum Price				1.050	17,012.10
	***** Total 8th floor**					**$17,012**
9th Floor						
1001.000	New Wet Sprinkler System (Hotel)	4,000.00	sf			
	Lump Sum Price				1.050	4,200.00
	***** Total 9th Floor**					**$4,200**
	**** Total 15D - Fire Protection**					**$216,308**
16A - Electrical						
Sub Level Parking						
6001.000	New Electrical System (Hotel)	28,000.00	sf			
	Lump Sum Price				8.250	231,000.00
	***** Total Sub Level Parking**					**$231,000**
1st Floor						
1001.000	New Electrical System (Hotel)	26,664.00	sf			
	Lump Sum Price				8.250	219,978.00
	***** Total 1st Floor**					**$219,978**
2nd floor						
1001.000	New Electrical System (Hotel)	26,931.00	sf			
	Lump Sum Price				8.250	222,180.75
	***** Total 2nd floor**					**$222,181**
3rd floor						
6001.000	New Electrical System (Hotel)	26,931.00	sf			
	Lump Sum Price				8.250	222,180.75
	***** Total 3rd floor**					**$222,181**
4th floor						
1001.000	New Electrical System (Hotel)	22,438.00	sf			
	Lump Sum Price				8.250	185,113.50
	***** Total 4th floor**					**$185,114**
5th floor						
1001.000	New Electrical System (Hotel)	22,438.00	sf			
	Lump Sum Price				8.250	185,113.50

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Subcontract Detail - Hotel at Marion Square

mator : MT
ect Size : 206008 SF

Group 1: Area
Group 2: Bid Packages
Group 3: Floors

em Code	Description	Quantity	Cost Quantity	Unit Price	Total Subcontract
	*** Total 5th floor				$185,114
	6th floor				
6001.000	New Electrical System (Hotel)	16,202.00 sf			
	Lump Sum Price			8.250	133,666.50
	*** Total 6th floor				$133,667
	7th floor				
001.000	New Electrical System (Hotel)	16,202.00 sf			
	Lump Sum Price			8.250	133,666.50
	*** Total 7th floor				$133,667
	8th floor				
001.000	New Electrical System (Hotel)	16,202.00 sf			
	Lump Sum Price			8.250	133,666.50
	*** Total 8th floor				$133,667
	9th Floor				
6001.000	New Electrical System (Hotel)	4,000.00 sf			
	Lump Sum Price			8.250	33,000.00
	*** Total 9th Floor				$33,000
	** Total 16A - Electrical				$1,699,566
	16D - Fire Alarm				
	Sub Level Parking				
001.000	New Fire Alarm System (Hotel)	28,000.00 sf			
	Lump Sum Price			1.348	37,749.60
	*** Total Sub Level Parking				$37,750
	1st Floor				
001.000	New Fire Alarm System (Hotel)	26,664.00 sf			
	Lump Sum Price			1.348	35,943.07
	*** Total 1st Floor				$35,943
	2nd floor				
001.000	New Fire Alarm System (Hotel)	26,931.00 sf			
	Lump Sum Price			1.348	36,302.99
	*** Total 2nd floor				$36,303
	3rd floor				
001.000	New Fire Alarm System (Hotel)	26,931.00 sf			
	Lump Sum Price			1.348	36,302.99
	*** Total 3rd floor				$36,303
	4th floor				
001.000	New Fire Alarm System (Hotel)	22,438.00 sf			
	Lump Sum Price			1.348	30,246.42
	*** Total 4th floor				$30,246
	5th floor				
8001.000	New Fire Alarm System (Hotel)	22,438.00 sf			
	Lump Sum Price			1.348	30,246.42
	*** Total 5th floor				$30,246
	6th floor				
001.000	New Fire Alarm System (Hotel)	16,202.00 sf			
	Lump Sum Price			1.348	21,840.30
	*** Total 6th floor				$21,840
	7th floor				
001.000	New Fire Alarm System (Hotel)	16,202.00 sf			
	Lump Sum Price			1.348	21,840.30
	*** Total 7th floor				$21,840
	8th floor				
8001.000	New Fire Alarm System (Hotel)	16,202.00 sf			
	Lump Sum Price			1.348	21,840.30
	*** Total 8th floor				$21,840
	9th Floor				
8001.000	New Fire Alarm System (Hotel)	4,000.00 sf			
	Lump Sum Price			1.348	5,392.00
	*** Total 9th Floor				$5,392
	** Total 16D - Fire Alarm				$277,704
	* Total STRUCTURE				$14,076,873

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Subcontract Detail - Hotel at Marion Square

imator : MT
ect Size : 206008 SF

Group 1: Area
Group 2: Bid Packages
Group 3: Floors

em Code	Description	Quantity		Cost Quantity	Unit Price	Total Subcontract
N/ ENVELOPE						
4A - Masonry						
Floors Blank						
00.000	Veneer @ First Floor	1,700.00	sf			
	Lump Sum Price				75.477	128,310.05
10.000	Cast Stone Trims, Sills, Caps, Coping, Bands, Pa	20,497.00	sf			
	Lump Sum Price				30.273	620,505.68
10.000	Engineering & Shop Dwg Fees	1.00	lsum			
	Lump Sum Price				12,000.000	12,000.00
10.000	Freight Charges	1.00	lsum			
	Lump Sum Price				83,160.000	83,160.00
	***** Total Floors Blank**					**$843,976**
	**** Total 04A - Masonry**					**$843,976**
06A - Rough Carpentry						
Floors Blank						
740.000	Sheathing	30,664.00	sf			
	Lump Sum Price				0.750	22,998.00
900.000	Trellis	1,950.00	sf			
	Lump Sum Price				40.000	78,000.00
920.000	FRP Columns	1.00	lsum			
	Lump Sum Price				30,930.000	30,930.00
	***** Total Floors Blank**					**$131,928**
	**** Total 06A - Rough Carpentry**					**$131,928**
A - Roofing						
3rd floor						
35.000	Roof Pavers	3,300.00	sf			
	Lump Sum Price				21.987	72,555.45
	***** Total 3rd floor**					**$72,555**
4th floor						
000.000	Copper Standing Seam Roof, Gutters, Down Spo	2,842.00	sf			
	Lump Sum Price				17.731	50,390.08
	***** Total 4th floor**					**$50,390**
6th floor						
435.000	Roof Pavers	15,925.00	sf			
	Lump Sum Price				21.987	350,135.01
000.000	Copper Standing Seam Roof, Gutters, Down Spo	8,802.00	sf			
	Lump Sum Price				17.731	156,063.86
	***** Total 6th floor**					**$506,199**
9th Floor						
35.000	Roof Pavers	6,700.00	sf			
	Lump Sum Price				21.987	147,309.55
00.000	Copper Standing Seam Roof, Gutters, Down Spo	10,916.00	sf			
	Lump Sum Price				17.731	193,546.14
	***** Total 9th Floor**					**$340,856**
	**** Total 07A - Roofing**					**$970,000**
07B - Waterproofing & Damproofing						
Floors Blank						
320.000	Damproofing	68,664.00	sf			
	Lump Sum Price				0.650	44,631.60
340.000	Air and Weather Barrier	1.00	lsum			
	Lump Sum Price				23,770.000	23,770.00
	***** Total Floors Blank**					**$68,402**
3rd floor						
00.000	Waterproofing	26,931.00	sf			
	Lump Sum Price				8.088	217,817.93
	***** Total 3rd floor**					**$217,818**
6th floor						
00.000	Waterproofing	16,202.00	sf			
	Lump Sum Price				8.088	131,041.78
	***** Total 6th floor**					**$131,042**
9th Floor						
7300.000	Waterproofing	4,000.00	sf			
	Lump Sum Price				8.088	32,352.00
	***** Total 9th Floor**					**$32,352**
	**** Total 07B - Waterproofing & Damproofing**					**$449,613**
C - Caulking & Sealing						
Floors Blank						

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Subcontract Detail - Hotel at Marion Square

ginator : MT
ject Size : 206008 SF

Group 1: Area
Group 2: Bid Packages
Group 3: Floors

Item Code	Description	Quantity	Cost Quantity	Unit Price	Total Subcontract
7201.000	Caulking & Sealing	1.00 lsum			
	Lump Sum Price			25,000.000	25,000.00
	***** Total Floors Blank**				**$25,000**
	**** Total 07C - Caulking & Sealing**				**$25,000**
	07D - Metal Panels				
	Floors Blank				
7530.000	Bronze Panels	1.00 lsum			
	Lump Sum Price			249,000.000	249,000.00
	***** Total Floors Blank**				**$249,000**
	**** Total 07D - Metal Panels**				**$249,000**
	07E - EIFS / Stucco				
	Floors Blank				
7620.000	Stucco	1.00 lsum			
	Lump Sum Price			715,000.000	715,000.00
	***** Total Floors Blank**				**$715,000**
	**** Total 07E - EIFS / Stucco**				**$715,000**
	08F - Glass and Glazing				
	Floors Blank				
8006.000	Bronze Storefront	1.00 lsum			
	Lump Sum Price			1,785,000.000	1,785,000.00
	***** Total Floors Blank**				**$1,785,000**
	**** Total 08F - Glass and Glazing**				**$1,785,000**
	08I - Windows				
	Floors Blank				
8701.000	Vinyl Clad Windows & French Doors	408.00 ea			
	Lump Sum Price			3,500.000	1,428,000.00
8791.000	Window Shutter	402.00 pair			
	Lump Sum Price			185.401	74,531.00
	***** Total Floors Blank**				**$1,502,531**
	**** Total 08I - Windows**				**$1,502,531**
	10A - Specialties				
	Floors Blank				
0551.000	Flagpole	6.00 ea			
	Lump Sum Price			500.000	3,000.00
0561.000	Flag	6.00 ea			
	Lump Sum Price			250.000	1,500.00
0571.000	Bracket	6.00 ea			
	Lump Sum Price			150.000	900.00
0721.000	Louver	36.00 ea			
	Lump Sum Price			762.500	27,450.00
	***** Total Floors Blank**				**$32,850**
	1st Floor				
0931.000	Knox Box	2.00 ea			
	Lump Sum Price			500.000	1,000.00
	***** Total 1st Floor**				**$1,000**
	**** Total 10A - Specialties**				**$33,850**
	*** Total SKIN / ENVELOPE**				**$6,705,898**

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Subcontract Detail - Hotel at Marion Square

imator : MT
ject Size : 206008 SF

Group 1: Area
Group 2: Bid Packages
Group 3: Floors

Item Code	Description	Quantity		Cost Quantity	Unit Price	Total Subcontract
ERIORS						
0A - Staging and Logistics						
Floors Blank						
992.000	Hoist & Operator	1.00	lsum			
	Lump Sum Price				90,000.000	90,000.00
	***** Total Floors Blank**					**$90,000**
	**** Total 00A - Staging and Logistics**					**$90,000**
1A - General Trades						
Floors Blank						
992.000	Clean Up, Trash Chute, Dumpsters	1.00	lsum			
	Lump Sum Price				324,000.000	324,000.00
080.000	FF&E-OSE - Install Labor Allowance	1.00	allow			
	Lump Sum Price				125,000.000	125,000.00
	***** Total Floors Blank**					**$449,000**
	**** Total 01A - General Trades**					**$449,000**
6A - Rough Carpentry						
Sub Level Parking						
001.000	Wood Blocking for backing	3,000.00	lf			
	Lump Sum Price				1.000	3,000.00
	***** Total Sub Level Parking**					**$3,000**
1st Floor						
001.000	Wood Blocking for backing	3,000.00	lf			
	Lump Sum Price				1.000	3,000.00
	***** Total 1st Floor**					**$3,000**
2nd floor						
0001.000	Wood Blocking for backing	3,000.00	lf			
	Lump Sum Price				1.000	3,000.00
	***** Total 2nd floor**					**$3,000**
3rd floor						
001.000	Wood Blocking for backing	3,000.00	lf			
	Lump Sum Price				1.000	3,000.00
	***** Total 3rd floor**					**$3,000**
4th floor						
001.000	Wood Blocking for backing	3,000.00	lf			
	Lump Sum Price				1.000	3,000.00
	***** Total 4th floor**					**$3,000**
5th floor						
0001.000	Wood Blocking for backing	3,000.00	lf			
	Lump Sum Price				1.000	3,000.00
	***** Total 5th floor**					**$3,000**
6th floor						
001.000	Wood Blocking for backing	3,000.00	lf			
	Lump Sum Price				1.000	3,000.00
	***** Total 6th floor**					**$3,000**
7th floor						
001.000	Wood Blocking for backing	3,000.00	lf			
	Lump Sum Price				1.000	3,000.00
	***** Total 7th floor**					**$3,000**
8th floor						
001.000	Wood Blocking for backing	3,000.00	lf			
	Lump Sum Price				1.000	3,000.00
	***** Total 8th floor**					**$3,000**
9th Floor						
0001.000	Wood Blocking for backing	3,000.00	lf			
	Lump Sum Price				1.000	3,000.00
	***** Total 9th Floor**					**$3,000**
	**** Total 06A - Rough Carpentry**					**$30,000**
6B - Casework and Millwork						
1st Floor						
200.000	Guestroom Vanities, Stone Tops, Rooftop Bars,	26,664.00	sf			
	Lump Sum Price				6.393	170,462.95
400.000	Base, Picture Trim, Chair Railing, Crown Moldi	26,664.00	sf			
	Lump Sum Price				3.932	104,842.85
	***** Total 1st Floor**					**$275,306**
2nd floor						
6200.000	Guestroom Vanities, Stone Tops, Rooftop Bars,	26,931.00	sf			

ELECTRONICALLY FILED - 2023 May 16 9:41 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Subcontract Detail - Hotel at Marion Square

imator : MT
ect Size : 206008 SF

Group 1: Area
Group 2: Bid Packages
Group 3: Floors

m Code	Description	Quantity	Cost Quantity	Unit Price	Total Subcontract
	Lump Sum Price			6.393	172,156.42
00.000	Base, Picture Trim, Chair Railing, Crown Moldi	26,931.00 sf			
	Lump Sum Price			3.932	105,892.69
	*** Total 2nd floor				$278,049
	3rd floor				
00.000	Guestroom Vanities, Stone Tops, Rooftop Bars,	26,931.00 sf			
	Lump Sum Price			6.393	172,169.88
00.000	Base, Picture Trim, Chair Railing, Crown Moldi	26,931.00 sf			
	Lump Sum Price			3.932	105,892.69
	*** Total 3rd floor				$278,063
	th floor				
200.000	Guestroom Vanities, Stone Tops, Rooftop Bars,	22,478.00 sf			
	Lump Sum Price			6.393	143,701.85
400.000	Base, Picture Trim, Chair Railing, Crown Moldi	22,478.00 sf			
	Lump Sum Price			3.932	88,383.50
	*** Total 4th floor				$232,085
	5th floor				
200.000	Guestroom Vanities, Stone Tops, Rooftop Bars,	22,478.00 sf			
	Lump Sum Price			6.393	143,701.85
00.000	Base, Picture Trim, Chair Railing, Crown Moldi	22,478.00 sf			
	Lump Sum Price			3.932	88,383.50
	*** Total 5th floor				$232,085
	6th floor				
00.000	Guestroom Vanities, Stone Tops, Rooftop Bars,	16,202.00 sf			
	Lump Sum Price			6.393	103,579.39
00.000	Base, Picture Trim, Chair Railing, Crown Moldi	16,202.00 sf			
	Lump Sum Price			3.932	63,706.26
	*** Total 6th floor				$167,286
	7th floor				
200.000	Guestroom Vanities, Stone Tops, Rooftop Bars,	16,202.00 sf			
	Lump Sum Price			6.393	103,579.39
400.000	Base, Picture Trim, Chair Railing, Crown Moldi	16,202.00 sf			
	Lump Sum Price			3.932	63,706.26
	*** Total 7th floor				$167,286
	8th floor				
200.000	Guestroom Vanities, Stone Tops, Rooftop Bars,	16,202.00 sf			
	Lump Sum Price			6.393	103,579.39
00.000	Base, Picture Trim, Chair Railing, Crown Moldi	16,202.00 sf			
	Lump Sum Price			3.932	63,706.26
	*** Total 8th floor				$167,286
	9th Floor				
00.000	Guestroom Vanities, Stone Tops, Rooftop Bars,	4,000.00 sf			
	Lump Sum Price			6.393	25,572.00
00.000	Base, Picture Trim, Chair Railing, Crown Moldi	4,000.00 sf			
	Lump Sum Price			3.932	15,728.00
	*** Total 9th Floor				$41,300
	** Total 06B - Casework and Millwork				$1,838,745
	07X - Firestopping				
	Sub Level Parking				
411.000	Firestopping	1.00 lsum			
	Lump Sum Price			2,000.000	2,000.00
	*** Total Sub Level Parking				$2,000
	1st Floor				
11.000	Firestopping	1.00 lsum			
	Lump Sum Price			2,000.000	2,000.00
	*** Total 1st Floor				$2,000
	2nd floor				
411.000	Firestopping	1.00 lsum			
	Lump Sum Price			2,000.000	2,000.00
	*** Total 2nd floor				$2,000
	rd floor				
411.000	Firestopping	1.00 lsum			
	Lump Sum Price			2,000.000	2,000.00
	*** Total 3rd floor				$2,000
	4th floor				
11.000	Firestopping	1.00 lsum			
	Lump Sum Price			2,000.000	2,000.00
	*** Total 4th floor				$2,000

ELECTRONICALLY FILED - 2023 May 16 9:41 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Subcontract Detail - Hotel at Marion Square

Estimator : MT
Project Size : 206008 SF

Group 1: Area
Group 2: Bid Packages
Group 3: Floors

Item Code	Description	Quantity	Cost Quantity	Unit Price	Total Subcontract
5th floor					
07811.000	Firestopping	1.00 lsum			
	Lump Sum Price			2,000.000	2,000.00
	***** Total 5th floor**				**$2,000**
6th floor					
07811.000	Firestopping	1.00 lsum			
	Lump Sum Price			2,000.000	2,000.00
	***** Total 6th floor**				**$2,000**
7th floor					
07811.000	Firestopping	1.00 lsum			
	Lump Sum Price			2,000.000	2,000.00
	***** Total 7th floor**				**$2,000**
8th floor					
07811.000	Firestopping	1.00 lsum			
	Lump Sum Price			2,000.000	2,000.00
	***** Total 8th floor**				**$2,000**
9th Floor					
07811.000	Firestopping	1.00 lsum			
	Lump Sum Price			2,000.000	2,000.00
	***** Total 9th Floor**				**$2,000**
	**** Total 07X - Firestopping**				**$20,000**
08D - Frames, Doors and HW					
Sub Level Parking					
08001.000	Solid Core Wood Door	5.00 ea			
	Lump Sum Price			350.000	1,750.00
08021.000	Hollow Metal Frame	5.00 ea			
	Lump Sum Price			270.000	1,350.00
08041.000	Finish Hardware	5.00 ea			
	Lump Sum Price			650.000	3,250.00
	***** Total Sub Level Parking**				**$6,350**
1st Floor					
08001.000	Solid Core Wood Door	56.00 ea			
	Lump Sum Price			530.000	29,680.00
08021.000	Hollow Metal Frame	56.00 ea			
	Lump Sum Price			270.000	15,120.00
08041.000	Finish Hardware	56.00 ea			
	Lump Sum Price			650.000	36,400.00
	***** Total 1st Floor**				**$81,200**
2nd floor					
08001.000	Solid Core Wood Door	38.00 ea			
	Lump Sum Price			530.000	20,140.00
08021.000	Hollow Metal Frame	38.00 ea			
	Lump Sum Price			270.000	10,260.00
08041.000	Finish Hardware	38.00 ea			
	Lump Sum Price			650.000	24,700.00
	***** Total 2nd floor**				**$55,100**
3rd floor					
08001.000	Solid Core Wood Door	78.00 ea			
	Lump Sum Price			530.000	41,340.00
08021.000	Hollow Metal Frame	78.00 ea			
	Lump Sum Price			270.000	21,060.00
08041.000	Finish Hardware	78.00 ea			
	Lump Sum Price			650.000	50,700.00
	***** Total 3rd floor**				**$113,100**
4th floor					
08001.000	Solid Core Wood Door	59.00 ea			
	Lump Sum Price			530.000	31,270.00
08021.000	Hollow Metal Frame	59.00 ea			
	Lump Sum Price			270.000	15,930.00
08041.000	Finish Hardware	59.00 ea			
	Lump Sum Price			650.000	38,350.00
	***** Total 4th floor**				**$85,550**
5th floor					
08001.000	Solid Core Wood Door	42.00 ea			
	Lump Sum Price			530.000	22,260.00
08021.000	Hollow Metal Frame	42.00 ea			
	Lump Sum Price			270.000	11,340.00
08041.000	Finish Hardware	42.00 ea			

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Subcontract Detail - Hotel at Marion Square

imator : MT
ect Size : 206008 SF

Group 1: Area
Group 2: Bid Packages
Group 3: Floors

Item Code	Description	Quantity	Cost Quantity	Unit Price	Total Subcontract
	Lump Sum Price			650.000	27,300.00
	***** Total 5th floor**				**$60,900**
6th floor					
8001.000	Solid Core Wood Door	51.00 ea			
	Lump Sum Price			530.000	27,030.00
8021.000	Hollow Metal Frame	51.00 ea			
	Lump Sum Price			270.000	13,770.00
8041.000	Finish Hardware	51.00 ea			
	Lump Sum Price			650.000	33,150.00
	***** Total 6th floor**				**$73,950**
7th floor					
8001.000	Solid Core Wood Door	31.00 ea			
	Lump Sum Price			530.000	16,430.00
8021.000	Hollow Metal Frame	31.00 ea			
	Lump Sum Price			270.000	8,370.00
8041.000	Finish Hardware	31.00 ea			
	Lump Sum Price			650.000	20,150.00
	***** Total 7th floor**				**$44,950**
8th floor					
8001.000	Solid Core Wood Door	32.00 ea			
	Lump Sum Price			530.000	16,960.00
8021.000	Hollow Metal Frame	32.00 ea			
	Lump Sum Price			270.000	8,640.00
8041.000	Finish Hardware	32.00 ea			
	Lump Sum Price			650.000	20,800.00
	***** Total 8th floor**				**$46,400**
9th Floor					
8001.000	Solid Core Wood Door	18.00 ea			
	Lump Sum Price			530.000	9,540.00
8021.000	Hollow Metal Frame	18.00 ea			
	Lump Sum Price			270.000	4,860.00
8041.000	Finish Hardware	18.00 ea			
	Lump Sum Price			650.000	11,700.00
	***** Total 9th Floor**				**$26,100**
	**** Total 08D - Frames, Doors and HW**				**$593,600**
08H - Glass Office Walls					
Sub Level Parking					
8261.000	Mirrors & Misc. Glazing	1.00 floor			
	Lump Sum Price			2,000.000	2,000.00
	***** Total Sub Level Parking**				**$2,000**
1st Floor					
8261.000	Mirrors & Misc. Glazing	1.00 floor			
	Lump Sum Price			2,000.000	2,000.00
	***** Total 1st Floor**				**$2,000**
2nd floor					
8261.000	Mirrors & Misc. Glazing	1.00 floor			
	Lump Sum Price			2,000.000	2,000.00
	***** Total 2nd floor**				**$2,000**
3rd floor					
8261.000	Mirrors & Misc. Glazing	1.00 floor			
	Lump Sum Price			2,000.000	2,000.00
	***** Total 3rd floor**				**$2,000**
4th floor					
8261.000	Mirrors & Misc. Glazing	1.00 floor			
	Lump Sum Price			2,000.000	2,000.00
	***** Total 4th floor**				**$2,000**
5th floor					
8261.000	Mirrors & Misc. Glazing	1.00 floor			
	Lump Sum Price			2,000.000	2,000.00
	***** Total 5th floor**				**$2,000**
6th floor					
8261.000	Mirrors & Misc. Glazing	1.00 floor			
	Lump Sum Price			2,000.000	2,000.00
	***** Total 6th floor**				**$2,000**
7th floor					
8261.000	Mirrors & Misc. Glazing	1.00 floor			
	Lump Sum Price			2,000.000	2,000.00
	***** Total 7th floor**				**$2,000**

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Subcontract Detail - Hotel at Marion Square

imator : MT
ect Size : 206008 SF

Group 1: Area
Group 2: Bid Packages
Group 3: Floors

Item Code	Description	Quantity	Cost Quantity	Unit Price	Total Subcontract
8th floor					
8261.000	Mirrors & Misc. Glazing	1.00 floor			
	Lump Sum Price			2,000.000	2,000.00
	***** Total 8th floor**				**$2,000**
9th Floor					
261.000	Mirrors & Misc. Glazing	1.00 floor			
	Lump Sum Price			2,000.000	2,000.00
	***** Total 9th Floor**				**$2,000**
	**** Total 08H - Glass Office Walls**				**$20,000**
08R - Special Doors					
Sub Level Parking					
8130.000	Won Doors	1.00 ea			
	Lump Sum Price			14,479.000	14,479.00
	***** Total Sub Level Parking**				**$14,479**
1st Floor					
130.000	Won Doors	1.00 ea			
	Lump Sum Price			14,479.000	14,479.00
	***** Total 1st Floor**				**$14,479**
2nd floor					
130.000	Won Doors	1.00 ea			
	Lump Sum Price			14,479.000	14,479.00
	***** Total 2nd floor**				**$14,479**
3rd floor					
8130.000	Won Doors	1.00 ea			
	Lump Sum Price			14,479.000	14,479.00
	***** Total 3rd floor**				**$14,479**
4th floor					
130.000	Won Doors	1.00 ea			
	Lump Sum Price			14,479.000	14,479.00
	***** Total 4th floor**				**$14,479**
5th floor					
130.000	Won Doors	1.00 ea			
	Lump Sum Price			14,479.000	14,479.00
	***** Total 5th floor**				**$14,479**
6th floor					
8130.000	Won Doors	1.00 ea			
	Lump Sum Price			14,479.000	14,479.00
	***** Total 6th floor**				**$14,479**
7th floor					
8130.000	Won Doors	1.00 ea			
	Lump Sum Price			14,479.000	14,479.00
	***** Total 7th floor**				**$14,479**
8th floor					
130.000	Won Doors	1.00 ea			
	Lump Sum Price			14,479.000	14,479.00
	***** Total 8th floor**				**$14,479**
	**** Total 08R - Special Doors**				**$130,311**
08X - Smoke Curtains					
Sub Level Parking					
8501.000	Smoke Curtain	1.00 ea			
	Lump Sum Price			4,953.000	4,953.00
	***** Total Sub Level Parking**				**$4,953**
1st Floor					
501.000	Smoke Curtain	1.00 ea			
	Lump Sum Price			4,953.000	4,953.00
	***** Total 1st Floor**				**$4,953**
2nd floor					
501.000	Smoke Curtain	1.00 ea			
	Lump Sum Price			4,953.000	4,953.00
	***** Total 2nd floor**				**$4,953**
3rd floor					
8501.000	Smoke Curtain	1.00 ea			
	Lump Sum Price			4,953.000	4,953.00
	***** Total 3rd floor**				**$4,953**
4th floor					
501.000	Smoke Curtain	1.00 ea			

ELECTRONICALLY FILED - 2023 May 16 9:41 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Subcontract Detail - Hotel at Marion Square

timator : MT
ject Size : 206008 SF

Group 1: Area
Group 2: Bid Packages
Group 3: Floors

Item Code	Description	Quantity	Cost Quantity	Unit Price	Total Subcontract
	Lump Sum Price			4,953.000	4,953.00
	***** Total 4th floor**				**$4,953**
5th floor					
8501.000	Smoke Curtain	1.00 ea			
	Lump Sum Price			4,953.000	4,953.00
	***** Total 5th floor**				**$4,953**
6th floor					
8501.000	Smoke Curtain	1.00 ea			
	Lump Sum Price			4,953.000	4,953.00
	***** Total 6th floor**				**$4,953**
7th floor					
8501.000	Smoke Curtain	1.00 ea			
	Lump Sum Price			4,953.000	4,953.00
	***** Total 7th floor**				**$4,953**
8th floor					
8501.000	Smoke Curtain	1.00 ea			
	Lump Sum Price			4,953.000	4,953.00
	***** Total 8th floor**				**$4,953**
	**** Total 08X - Smoke Curtains**				**$44,577**
09A - Framing & Drywall					
1st Floor					
9006.000	Frame, Insulate, Hang & Finish Walls	2,223.00 lf			
	Lump Sum Price			74.000	164,502.00
9051.000	20 gauge., 3-5/8" gyp (one side), insulation, 10' h	4,400.00 lf			
	Lump Sum Price			40.000	176,000.00
9071.000	Drywall Ceiling	26,664.00 sf			
	Lump Sum Price			4.000	106,656.00
	***** Total 1st Floor**				**$447,158**
2nd floor					
9006.000	Frame, Insulate, Hang & Finish Walls	2,223.00 lf			
	Lump Sum Price			74.000	164,502.00
9071.000	Drywall Ceiling	26,931.00 sf			
	Lump Sum Price			4.000	107,724.00
	***** Total 2nd floor**				**$272,226**
3rd floor					
9006.000	Frame, Insulate, Hang & Finish Walls	2,223.00 lf			
	Lump Sum Price			74.000	164,502.00
9071.000	Drywall Ceiling	26,931.00 sf			
	Lump Sum Price			4.000	107,724.00
	***** Total 3rd floor**				**$272,226**
4th floor					
9006.000	Frame, Insulate, Hang & Finish Walls	2,223.00 lf			
	Lump Sum Price			74.000	164,502.00
9071.000	Drywall Ceiling	22,478.00 sf			
	Lump Sum Price			4.000	89,912.00
	***** Total 4th floor**				**$254,414**
5th floor					
9006.000	Frame, Insulate, Hang & Finish Walls	2,223.00 lf			
	Lump Sum Price			74.000	164,502.00
9071.000	Drywall Ceiling	22,478.00 sf			
	Lump Sum Price			4.000	89,912.00
	***** Total 5th floor**				**$254,414**
6th floor					
9006.000	Frame, Insulate, Hang & Finish Walls	2,223.00 lf			
	Lump Sum Price			74.000	164,502.00
9071.000	Drywall Ceiling	16,202.00 sf			
	Lump Sum Price			4.000	64,808.00
	***** Total 6th floor**				**$229,310**
7th floor					
9006.000	Frame, Insulate, Hang & Finish Walls	2,223.00 lf			
	Lump Sum Price			74.000	164,502.00
9071.000	Drywall Ceiling	16,202.00 sf			
	Lump Sum Price			4.000	64,808.00
	***** Total 7th floor**				**$229,310**
8th floor					
9006.000	Frame, Insulate, Hang & Finish Walls	2,223.00 lf			
	Lump Sum Price			74.000	164,502.00
9071.000	Drywall Ceiling	16,202.00 sf			

ELECTRONICALLY FILED - 2023 May 16 9:41 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Subcontract Detail - Hotel at Marion Square

timator : MT
ject Size : 206008 SF

Group 1: Area
Group 2: Bid Packages
Group 3: Floors

Item Code	Description	Quantity	Cost Quantity	Unit Price	Total Subcontract
	Lump Sum Price			4.000	64,808.00
	***** Total 8th floor**				**$229,310**
9th Floor					
9206.000	Frame, Insulate, Hang & Finish Walls	2,223.00 lf			
	Lump Sum Price			74.000	164,502.00
9271.000	Drywall Ceiling	4,000.00 sf			
	Lump Sum Price			4.000	16,000.00
	***** Total 9th Floor**				**$180,502**
	**** Total 09A - Framing & Drywall**				**$2,368,870**
09B - Flooring					
1st Floor					
9221.000	Wood Floor	26,664.00 sf			
	Lump Sum Price			8.000	213,312.00
9263.000	Guestroom Bathroom Tiles	1.00 lsum			
	Lump Sum Price			135,350.000	135,350.00
9263.000	Kitchen Tiles	1.00 lsum			
	Lump Sum Price			78,820.000	78,820.00
9263.000	Lobby Tiles	1.00 lsum			
	Lump Sum Price			138,500.000	138,500.00
9263.000	Public Restroom Tiles	1.00 lsum			
	Lump Sum Price			81,580.000	81,580.00
9263.000	Staff Restroom Tiles	1.00 lsum			
	Lump Sum Price			9,365.000	9,365.00
9269.000	Fabricate & Set Pink Granite at Lobby/Bar	1,000.00 sf			
	Lump Sum Price			64.000	64,000.00
	***** Total 1st Floor**				**$720,927**
2nd floor					
9201.000	Carpet Floor	2,992.33 sy			
	Lump Sum Price			5.000	14,961.67
9263.000	Guestroom Bathroom Tiles	1.00 lsum			
	Lump Sum Price			135,350.000	135,350.00
	***** Total 2nd floor**				**$150,312**
3rd floor					
9201.000	Carpet Floor	2,992.33 sy			
	Lump Sum Price			5.000	14,961.67
9263.000	Guestroom Bathroom Tiles	1.00 lsum			
	Lump Sum Price			135,350.000	135,350.00
	***** Total 3rd floor**				**$150,312**
4th floor					
9201.000	Carpet Floor	2,497.56 sy			
	Lump Sum Price			5.000	12,487.78
9263.000	Guestroom Bathroom Tiles	1.00 lsum			
	Lump Sum Price			135,350.000	135,350.00
	***** Total 4th floor**				**$147,838**
5th floor					
9201.000	Carpet Floor	2,497.56 sy			
	Lump Sum Price			5.000	12,487.78
9263.000	Guestroom Bathroom Tiles	1.00 lsum			
	Lump Sum Price			135,350.000	135,350.00
	***** Total 5th floor**				**$147,838**
6th floor					
9201.000	Carpet Floor	1,800.22 sy			
	Lump Sum Price			5.000	9,001.11
9263.000	Guestroom Bathroom Tiles	1.00 lsum			
	Lump Sum Price			135,350.000	135,350.00
	***** Total 6th floor**				**$144,351**
7th floor					
9201.000	Carpet Floor	1,800.22 sy			
	Lump Sum Price			5.000	9,001.11
9263.000	Guestroom Bathroom Tiles	1.00 lsum			
	Lump Sum Price			135,350.000	135,350.00
	***** Total 7th floor**				**$144,351**
8th floor					
9201.000	Carpet Floor	1,800.22 sy			
	Lump Sum Price			5.000	9,001.11
9263.000	Guestroom Bathroom Tiles	1.00 lsum			
	Lump Sum Price			135,350.000	135,350.00
	***** Total 8th floor**				**$144,351**

ELECTRONICALLY FILED - 2023 May 16 9:41 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Subcontract Detail - Hotel at Marion Square

imator : MT
ect Size : 206008 SF

Group 1: Area
Group 2: Bid Packages
Group 3: Floors

Item Code	Description	Quantity	Cost Quantity	Unit Price	Total Subcontract
9th Floor					
9201.000	Carpet Floor	444.44 sy			
	Lump Sum Price			5.000	2,222.22
9263.000	Guestroom Bathroom Tiles	1.00 lsum			
	Lump Sum Price			135,350.000	135,350.00
	***** Total 9th Floor**				**$137,572**
	**** Total 09B - Flooring**				**$1,887,851**
09D - Paint					
Sub Level Parking					
9301.000	Painting	27,280.00 sf			
	Lump Sum Price			0.750	20,460.00
	***** Total Sub Level Parking**				**$20,460**
1st Floor					
9301.000	Painting	26,664.00 sf			
	Lump Sum Price			2.250	59,994.00
	***** Total 1st Floor**				**$59,994**
2nd floor					
9301.000	Painting	26,931.00 sf			
	Lump Sum Price			2.250	60,594.75
	***** Total 2nd floor**				**$60,595**
3rd floor					
9301.000	Painting	26,931.00 sf			
	Lump Sum Price			2.250	60,594.75
	***** Total 3rd floor**				**$60,595**
4th floor					
9301.000	Painting	22,478.00 sf			
	Lump Sum Price			2.250	50,575.50
	***** Total 4th floor**				**$50,576**
5th floor					
9301.000	Painting	22,478.00 sf			
	Lump Sum Price			2.250	50,575.50
	***** Total 5th floor**				**$50,576**
6th floor					
9301.000	Painting	16,202.00 sf			
	Lump Sum Price			2.250	36,454.50
	***** Total 6th floor**				**$36,455**
7th floor					
9301.000	Painting	16,202.00 sf			
	Lump Sum Price			2.250	36,454.50
	***** Total 7th floor**				**$36,455**
8th floor					
9301.000	Painting	16,202.00 sf			
	Lump Sum Price			2.250	36,454.50
	***** Total 8th floor**				**$36,455**
9th Floor					
9301.000	Painting	4,000.00 sf			
	Lump Sum Price			2.250	9,000.00
	***** Total 9th Floor**				**$9,000**
	**** Total 09D - Paint**				**$421,158**
10A - Specialties					
Sub Level Parking					
10001.000	Toilet Accessories	1.00 restrooms			
	Lump Sum Price			1,750.000	1,750.00
10201.000	Fire Extinguisher (10 lbs - ABC)	4.00 ea			
	Lump Sum Price			125.000	500.00
	***** Total Sub Level Parking**				**$2,250**
1st Floor					
10001.000	Toilet Accessories	4.00 restrooms			
	Lump Sum Price			1,750.000	7,000.00
10201.000	Fire Extinguisher (10 lbs - ABC)	10.00 ea			
	Lump Sum Price			125.000	1,250.00
10211.000	Standard Stall Partition	8.00 ea			
	Lump Sum Price			1,000.000	8,000.00
10318.000	Urinal Partitions	2.00 ea			
	Lump Sum Price			650.000	1,300.00
	***** Total 1st Floor**				**$17,550**
2nd floor					

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Subcontract Detail - Hotel at Marion Square

timator : MT
ject Size : 206008 SF

Group 1: Area
Group 2: Bid Packages
Group 3: Floors

Item Code	Description	Quantity	Cost Quantity	Unit Price	Total Subcontract
10201.000	Toilet Accessories	4.00	restrooms		
	Lump Sum Price			1,750.000	7,000.00
10201.000	Fire Extinguisher (10 lbs - ABC)	10.00	ea		
	Lump Sum Price			125.000	1,250.00
10711.000	Standard Stall Partition	18.00	ea		
	Lump Sum Price			1,000.000	18,000.00
10718.000	Urinal Partitions	5.00	ea		
	Lump Sum Price			650.000	3,250.00
	*** Total 2nd floor				$29,500
3rd floor					
10001.000	Toilet Accessories	39.00	restrooms		
	Lump Sum Price			1,750.000	68,250.00
10201.000	Fire Extinguisher (10 lbs - ABC)	10.00	ea		
	Lump Sum Price			125.000	1,250.00
	*** Total 3rd floor				$69,500
4th floor					
10001.000	Toilet Accessories	38.00	restrooms		
	Lump Sum Price			1,750.000	66,500.00
10201.000	Fire Extinguisher (10 lbs - ABC)	10.00	ea		
	Lump Sum Price			125.000	1,250.00
	*** Total 4th floor				$67,750
5th floor					
10001.000	Toilet Accessories	36.00	restrooms		
	Lump Sum Price			1,750.000	63,000.00
10201.000	Fire Extinguisher (10 lbs - ABC)	10.00	ea		
	Lump Sum Price			125.000	1,250.00
	*** Total 5th floor				$64,250
6th floor					
10001.000	Toilet Accessories	25.00	restrooms		
	Lump Sum Price			1,750.000	43,750.00
10201.000	Fire Extinguisher (10 lbs - ABC)	10.00	ea		
	Lump Sum Price			125.000	1,250.00
	*** Total 6th floor				$45,000
7th floor					
10001.000	Toilet Accessories	25.00	restrooms		
	Lump Sum Price			1,750.000	43,750.00
10201.000	Fire Extinguisher (10 lbs - ABC)	10.00	ea		
	Lump Sum Price			125.000	1,250.00
	*** Total 7th floor				$45,000
8th floor					
10001.000	Toilet Accessories	26.00	restrooms		
	Lump Sum Price			1,750.000	45,500.00
10201.000	Fire Extinguisher (10 lbs - ABC)	10.00	ea		
	Lump Sum Price			125.000	1,250.00
	*** Total 8th floor				$46,750
9th Floor					
10001.000	Toilet Accessories	2.00	restrooms		
	Lump Sum Price			1,750.000	3,500.00
10201.000	Fire Extinguisher (10 lbs - ABC)	10.00	ea		
	Lump Sum Price			125.000	1,250.00
10711.000	Standard Stall Partition	5.00	ea		
	Lump Sum Price			1,000.000	5,000.00
10718.000	Urinal Partitions	1.00	ea		
	Lump Sum Price			650.000	650.00
	*** Total 9th Floor				$10,400
	** Total 10A - Specialties				$397,950
12A - Window Treatments					
1st Floor					
12000.000	Horizontal Blinds		lsum		
	Lump Sum Price			7,000.000	
	*** Total 1st Floor				
2nd floor					
12000.000	Horizontal Blinds		lsum		
	Lump Sum Price			7,000.000	
	*** Total 2nd floor				
3rd floor					
12000.000	Horizontal Blinds		lsum		
	Lump Sum Price			7,000.000	

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Subcontract Detail - Hotel at Marion Square

imator : MT
ct Size : 206008 SF

Group 1: Area
Group 2: Bid Packages
Group 3: Floors

m Code	Description	Quantity	Cost Quantity	Unit Price	Total Subcontract
	*** Total 3rd floor				
th floor					
000.000	Horizontal Blinds		lsum		
	Lump Sum Price			7,000.000	
	*** Total 4th floor				
5th floor					
00.000	Horizontal Blinds		lsum		
	Lump Sum Price			7,000.000	
	*** Total 5th floor				
6th floor					
00.000	Horizontal Blinds		lsum		
	Lump Sum Price			7,000.000	
	*** Total 6th floor				
7th floor					
000.000	Horizontal Blinds		lsum		
	Lump Sum Price			7,000.000	
	*** Total 7th floor				
8th floor					
000.000	Horizontal Blinds		lsum		
	Lump Sum Price			7,000.000	
	*** Total 8th floor				
9th Floor					
00.000	Horizontal Blinds		lsum		
	Lump Sum Price			7,000.000	
	*** Total 9th Floor				
	** Total 12A - Window Treatments				
13B - Water Features					
9th Floor					
3451.000	Pool	1.00	ea		
	Lump Sum Price			365,000.000	365,000.00
	*** Total 9th Floor				$365,000
	** Total 13B - Water Features				$365,000
B - HVAC					
1st Floor					
001.000	New HVAC System (Hotel)	26,664.00	sf		
	Lump Sum Price			16.900	450,621.60
	*** Total 1st Floor				$450,622
nd floor					
001.000	New HVAC System (Hotel)	26,931.00	sf		
	Lump Sum Price			16.900	455,133.90
	*** Total 2nd floor				$455,134
3rd floor					
001.000	New HVAC System (Hotel)	26,931.00	sf		
	Lump Sum Price			16.900	455,133.90
	*** Total 3rd floor				$455,134
4th floor					
01.000	New HVAC System (Hotel)	22,478.00	sf		
	Lump Sum Price			16.900	379,878.20
	*** Total 4th floor				$379,878
5th floor					
001.000	New HVAC System (Hotel)	22,478.00	sf		
	Lump Sum Price			16.900	379,878.20
	*** Total 5th floor				$379,878
6th floor					
001.000	New HVAC System (Hotel)	16,202.00	sf		
	Lump Sum Price			16.900	273,813.80
	*** Total 6th floor				$273,814
7th floor					
01.000	New HVAC System (Hotel)	16,202.00	sf		
	Lump Sum Price			16.900	273,813.80
	*** Total 7th floor				$273,814
8th floor					
001.000	New HVAC System (Hotel)	16,202.00	sf		
	Lump Sum Price			16.900	273,813.80
	*** Total 8th floor				$273,814

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Subcontract Detail - Hotel at Marion Square

imator : MT
ect Size : 206008 SF

Group 1: Area
Group 2: Bid Packages
Group 3: Floors

m Code	Description	Quantity	Cost Quantity	Unit Price	Total Subcontract
9th Floor					
001.000	New HVAC System (Hotel)	4,000.00 sf			
	Lump Sum Price			16.900	67,600.00
	***** Total 9th Floor**				**$67,600**
	**** Total 15B - HVAC**				**$3,009,687**
5C - Plumbing					
1st Floor					
001.000	New Plumbing System (Hotel)	26,664.00 sf			
	Lump Sum Price			11.577	308,689.13
	***** Total 1st Floor**				**$308,689**
2nd floor					
001.000	New Plumbing System (Hotel)	26,931.00 sf			
	Lump Sum Price			11.577	311,780.19
	***** Total 2nd floor**				**$311,780**
3rd floor					
001.000	New Plumbing System (Hotel)	26,931.00 sf			
	Lump Sum Price			11.577	311,780.19
	***** Total 3rd floor**				**$311,780**
4th floor					
001.000	New Plumbing System (Hotel)	22,478.00 sf			
	Lump Sum Price			11.577	260,227.81
	***** Total 4th floor**				**$260,228**
5th floor					
001.000	New Plumbing System (Hotel)	22,478.00 sf			
	Lump Sum Price			11.577	260,227.81
	***** Total 5th floor**				**$260,228**
6th floor					
001.000	New Plumbing System (Hotel)	16,202.00 sf			
	Lump Sum Price			11.577	187,570.55
	***** Total 6th floor**				**$187,571**
7th floor					
001.000	New Plumbing System (Hotel)	16,202.00 sf			
	Lump Sum Price			11.577	187,570.55
	***** Total 7th floor**				**$187,571**
8th floor					
001.000	New Plumbing System (Hotel)	16,202.00 sf			
	Lump Sum Price			11.577	187,570.55
	***** Total 8th floor**				**$187,571**
9th Floor					
001.000	New Plumbing System (Hotel)	4,000.00 sf			
	Lump Sum Price			11.577	46,308.00
	***** Total 9th Floor**				**$46,308**
	**** Total 15C - Plumbing**				**$2,061,725**
5D - Fire Protection					
1st Floor					
001.000	New Wet Sprinkler System (Hotel)	26,664.00 sf			
	Lump Sum Price			2.000	53,328.00
	***** Total 1st Floor**				**$53,328**
2nd floor					
001.000	New Wet Sprinkler System (Hotel)	26,931.00 sf			
	Lump Sum Price			2.000	53,862.00
	***** Total 2nd floor**				**$53,862**
3rd floor					
001.000	New Wet Sprinkler System (Hotel)	26,931.00 sf			
	Lump Sum Price			2.000	53,862.00
	***** Total 3rd floor**				**$53,862**
4th floor					
001.000	New Wet Sprinkler System (Hotel)	22,478.00 sf			
	Lump Sum Price			2.000	44,956.00
	***** Total 4th floor**				**$44,956**
5th floor					
001.000	New Wet Sprinkler System (Hotel)	22,478.00 sf			
	Lump Sum Price			2.000	44,956.00
	***** Total 5th floor**				**$44,956**
6th floor					
001.000	New Wet Sprinkler System (Hotel)	16,202.00 sf			

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Subcontract Detail - Hotel at Marion Square

imator : MT
ect Size : 206008 SF

Group 1: Area
Group 2: Bid Packages
Group 3: Floors

em Code	Description	Quantity	Cost Quantity	Unit Price	Total Subcontract
	Lump Sum Price			2.000	32,404.00
	***** Total 6th floor**				**$32,404**
	7th floor				
001.000	New Wet Sprinkler System (Hotel)	16,202.00 sf			
	Lump Sum Price			2.000	32,404.00
	***** Total 7th floor**				**$32,404**
	8th floor				
001.000	New Wet Sprinkler System (Hotel)	16,202.00 sf			
	Lump Sum Price			2.000	32,404.00
	***** Total 8th floor**				**$32,404**
	9th Floor				
1001.000	New Wet Sprinkler System (Hotel)	4,000.00 sf			
	Lump Sum Price			2.000	8,000.00
	***** Total 9th Floor**				**$8,000**
	**** Total 15D - Fire Protection**				**$356,176**
	6A - Electrical				
	1st Floor				
001.000	New Electrical System (Hotel)	26,664.00 sf			
	Lump Sum Price			15.000	399,960.00
	***** Total 1st Floor**				**$399,960**
	2nd floor				
6001.000	New Electrical System (Hotel)	26,931.00 sf			
	Lump Sum Price			15.000	403,965.00
	***** Total 2nd floor**				**$403,965**
	3rd floor				
001.000	New Electrical System (Hotel)	26,931.00 sf			
	Lump Sum Price			15.000	403,965.00
	***** Total 3rd floor**				**$403,965**
	4th floor				
001.000	New Electrical System (Hotel)	22,478.00 sf			
	Lump Sum Price			15.000	337,170.00
	***** Total 4th floor**				**$337,170**
	5th floor				
0001.000	New Electrical System (Hotel)	22,478.00 sf			
	Lump Sum Price			15.000	337,170.00
	***** Total 5th floor**				**$337,170**
	6th floor				
6001.000	New Electrical System (Hotel)	16,202.00 sf			
	Lump Sum Price			15.000	243,030.00
	***** Total 6th floor**				**$243,030**
	7th floor				
001.000	New Electrical System (Hotel)	16,202.00 sf			
	Lump Sum Price			15.000	243,030.00
	***** Total 7th floor**				**$243,030**
	8th floor				
001.000	New Electrical System (Hotel)	16,202.00 sf			
	Lump Sum Price			15.000	243,030.00
	***** Total 8th floor**				**$243,030**
	9th Floor				
6001.000	New Electrical System (Hotel)	4,000.00 sf			
	Lump Sum Price			15.000	60,000.00
	***** Total 9th Floor**				**$60,000**
	**** Total 16A - Electrical**				**$2,671,320**
	5D - Fire Alarm				
	1st Floor				
001.000	New Fire Alarm System (Hotel)	26,664.00 sf			
	Lump Sum Price			3.500	93,324.00
	***** Total 1st Floor**				**$93,324**
	2nd floor				
8001.000	New Fire Alarm System (Hotel)	26,931.00 sf			
	Lump Sum Price			3.500	94,258.50
	***** Total 2nd floor**				**$94,259**
	3rd floor				
001.000	New Fire Alarm System (Hotel)	26,931.00 sf			
	Lump Sum Price			3.500	94,258.50
	***** Total 3rd floor**				**$94,259**

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Subcontract Detail - Hotel at Marion Square

imator : MT
ect Size : 206008 SF

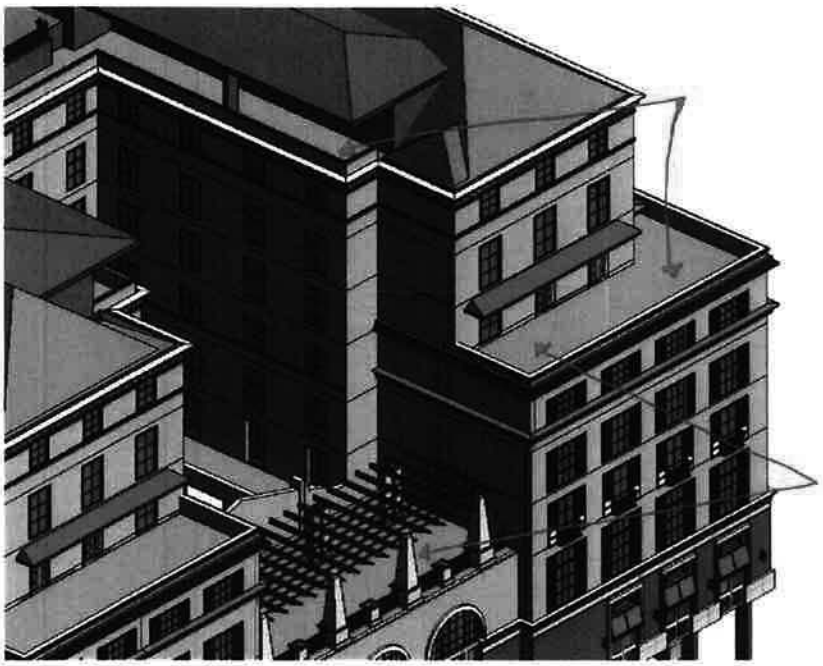
Group 1: Area
Group 2: Bid Packages
Group 3: Floors

Item Code	Description	Quantity	Cost Quantity	Unit Price	Total Subcontract
4th floor					
8001.000	New Fire Alarm System (Hotel)	22,478.00 sf			
	Lump Sum Price			3.500	78,673.00
	***** Total 4th floor**				**$78,673**
5th floor					
8001.000	New Fire Alarm System (Hotel)	22,478.00 sf			
	Lump Sum Price			3.500	78,673.00
	***** Total 5th floor**				**$78,673**
6th floor					
8001.000	New Fire Alarm System (Hotel)	16,202.00 sf			
	Lump Sum Price			3.500	56,707.00
	***** Total 6th floor**				**$56,707**
7th floor					
8001.000	New Fire Alarm System (Hotel)	16,202.00 sf			
	Lump Sum Price			3.500	56,707.00
	***** Total 7th floor**				**$56,707**
8th floor					
8001.000	New Fire Alarm System (Hotel)	16,202.00 sf			
	Lump Sum Price			3.500	56,707.00
	***** Total 8th floor**				**$56,707**
9th Floor					
8001.000	New Fire Alarm System (Hotel)	4,000.00 sf			
	Lump Sum Price			3.500	14,000.00
	***** Total 9th Floor**				**$14,000**
	**** Total 16D - Fire Alarm**				**$623,308**
	*** Total INTERIORS**				**$17,379,279**
	Total Estimate				**$42,277,083**

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Pavers SF

3rd Floor	3237
6th floor	15925
9th floor	1544
Total	*20706 SF*



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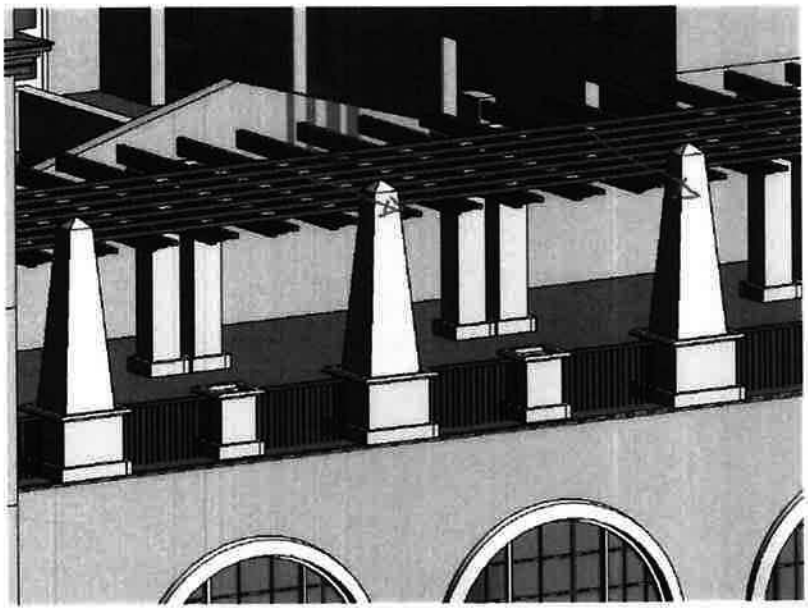
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Gross Surface Area

arched windows moulding south elevation
170 SF

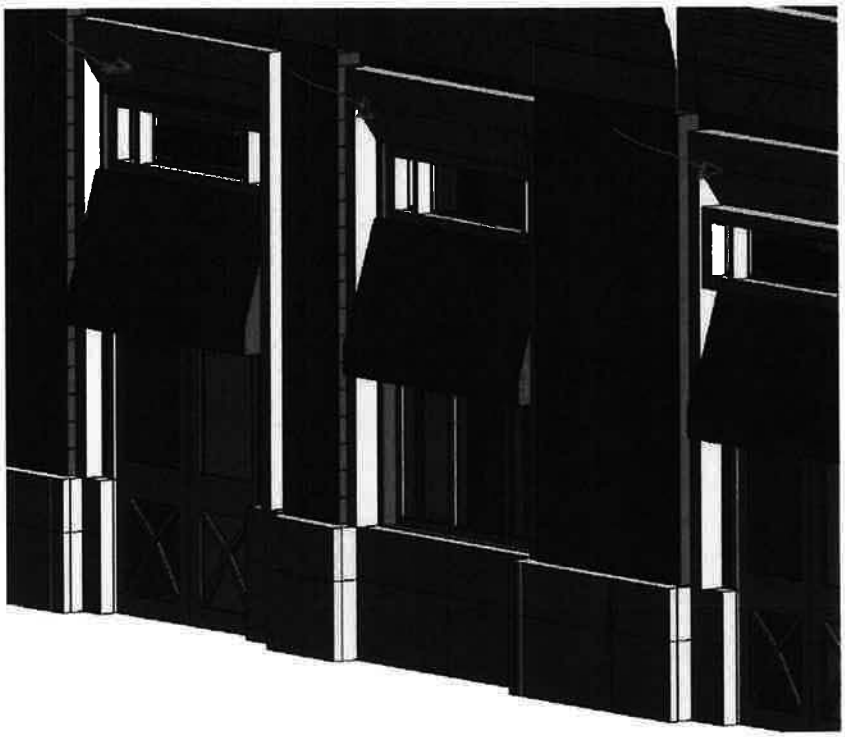


columns third floor south elevation - obelisque
402 SF

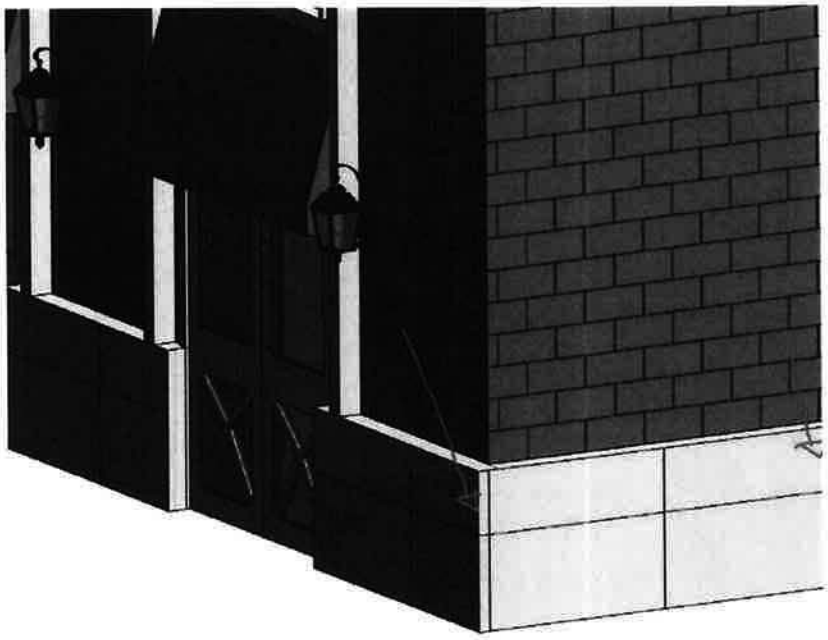


window moulding first floor windows
1701 SF

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Cast stone veneer first floor
1700 SF



TOTAL: **3973**

Cast Stone Banding - Linear Feet

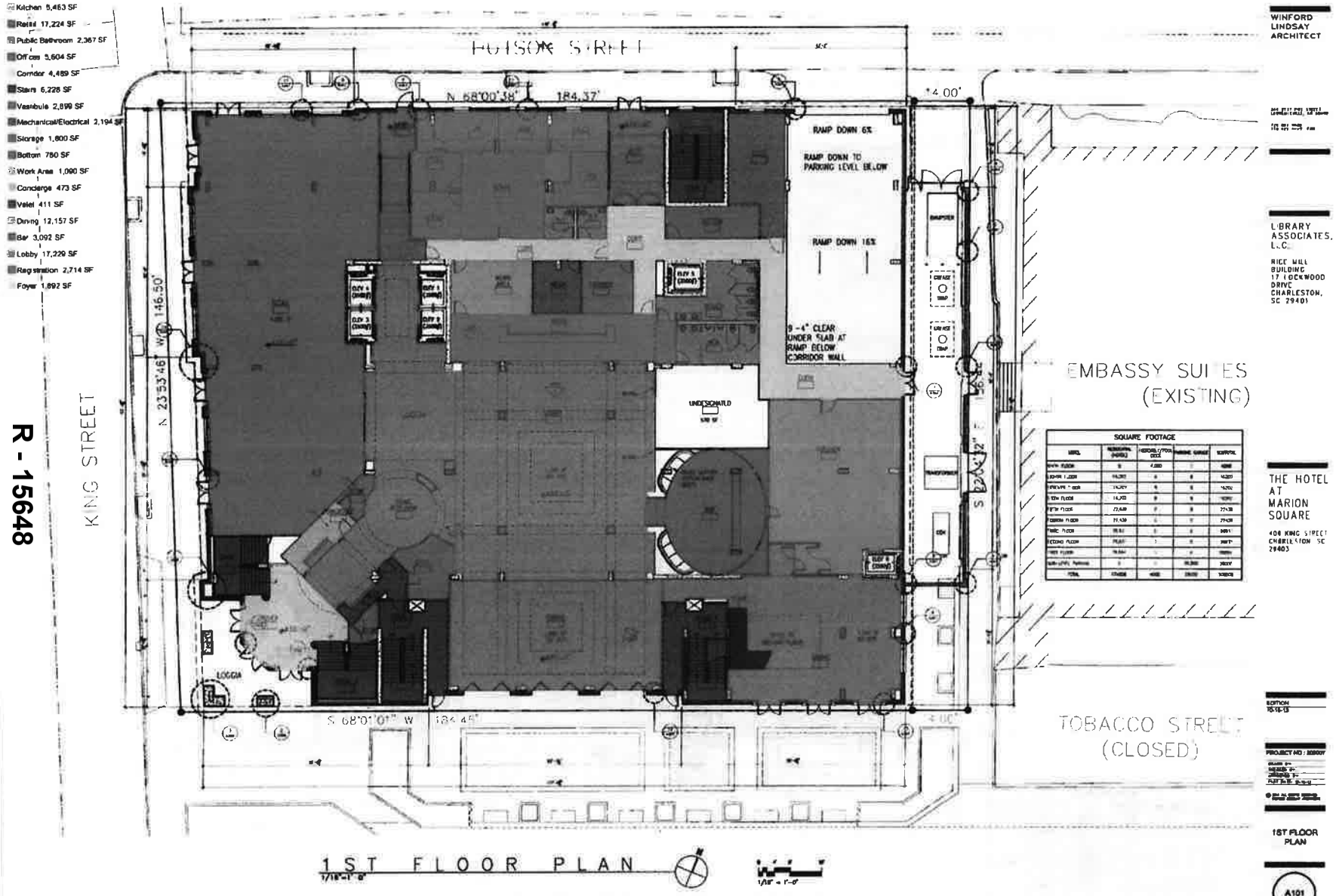
Type	Length
1st floor Large Sweep	682' - 6 3/4"



5th floor Large Sweep	686' - 4"
5th floor small Sweep	686' - 4"



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R - 15648

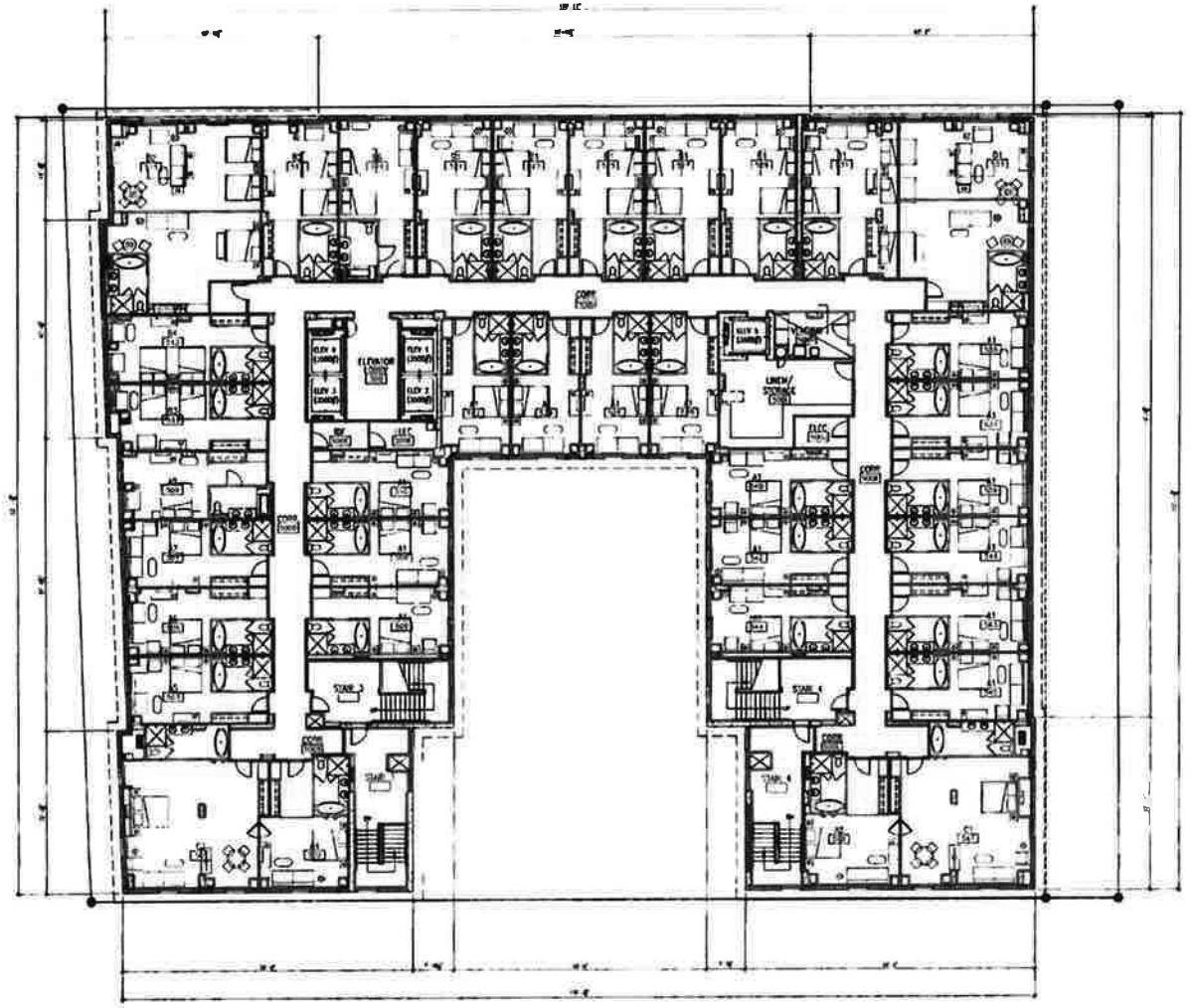
st Floor (34% of Scale); Charleston Hotel; Projects 10 v1.0; 11/1/2013 03:25 PM

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R - 15649

Interior Walls between Rooms/Hallways 3,379 LF
Interior Walls in suite 3,317 LF
Drywall Furring 2,280 LF



5TH FLOOR PLAN

1/16" = 1'-0"

ROOM COUNT/MIX

	3RD FLOOR	4TH FLOOR	5TH FLOOR	6TH FLOOR	7TH FLOOR	8TH FLOOR	TOTAL

SQUARE FOOTAGE

LEVEL				

WINFORD LINDSAY ARCHITECT

LIBRARY ASSOCIATES, L.C.
RICE MILL BUILDING
17 LOCKWOOD DRIVE
CHARLESTON SC 29401

THE HOTEL AT MARION SQUARE
404 KING STREET
CHARLESTON SC 29403

EDITION
10-15-13

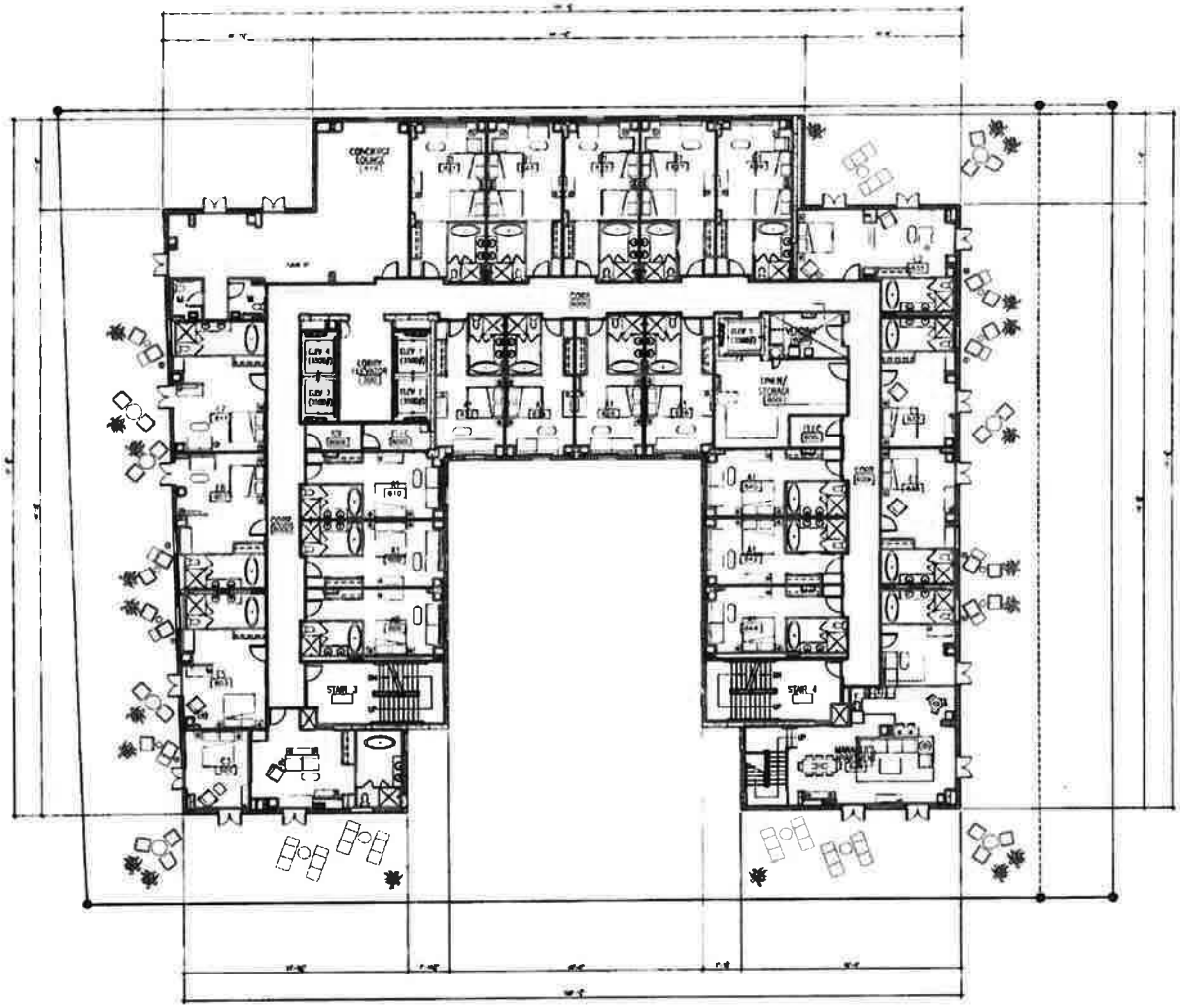
PROJECT NO. 308007

5TH FLOOR PLAN

A105

ith Floor (34% of Scale); Charleston Hotel; Projects 10 v1.0; 11/1/2013 03:25 PM

Interior Walls between Rooms/Hallways 2,400 LF
Interior Walls in suite 2,321 LF
Drywall Furring 1,611 LF



6TH FLOOR PLAN
1/16"=1'-0"

1/16" = 1'-0"

ROOM COUNT/MIX

	2ND FLOOR	3RD FLOOR	4TH FLOOR	5TH FLOOR	6TH FLOOR	TOTAL

SQUARE FOOTAGE

LEVEL				

WINFORD LINDSAY ARCHITECT

LIBRARY ASSOCIATES, LLC.
RICE MILL BUILDING
17 LOCKWOOD DRIVE
CHARLESTON, SC 29401

THE HOTEL AT MARION SQUARE
404 KING STREET
CHARLESTON, SC 29403

EDITION
10-18-13

PROJECT NO : 33807

6TH FLOOR PLAN

A106

6th Floor (34% of Scale); Charleston Hotel; Projects 10 v1.0; 11/1/2013 03:25 PM

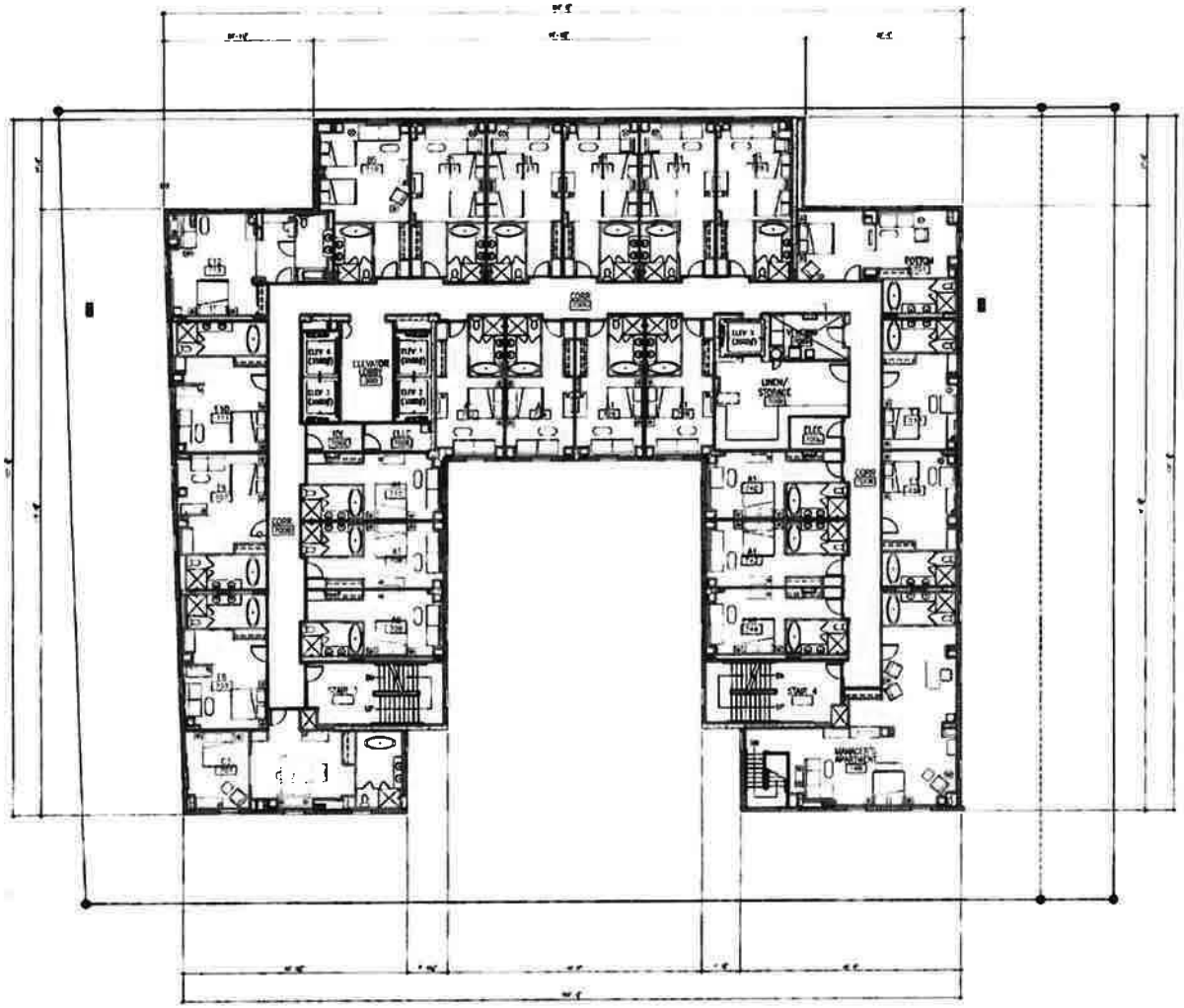
R - 15650

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ELECTRONICALLY FILED - 2023 May 16 9:41 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

R - 15651

Interior Walls between Rooms/Hallways: 2,431 LF
Interior Walls in suite: 2,386 LF
Drywall Furring: 1,819 LF



7TH FLOOR PLAN
1/16"=1'-0"

1/16" = 1'-0"

ROOM COUNT/MIX

	3RD FLOOR	4TH FLOOR	5TH FLOOR	6TH FLOOR	7TH FLOOR	8TH FLOOR	TOTAL

SQUARE FOOTAGE

LEVEL				

WINFORD LINDSAY ARCHITECT

LIBRARY ASSOCIATES, LLC
RICE MILL BUILDING
17 LOCKWOOD DRIVE
CHARLESTON, SC 29401

THE HOTEL AT MARION SQUARE
404 KING STREET
CHARLESTON SC 29403

7TH FLOOR PLAN

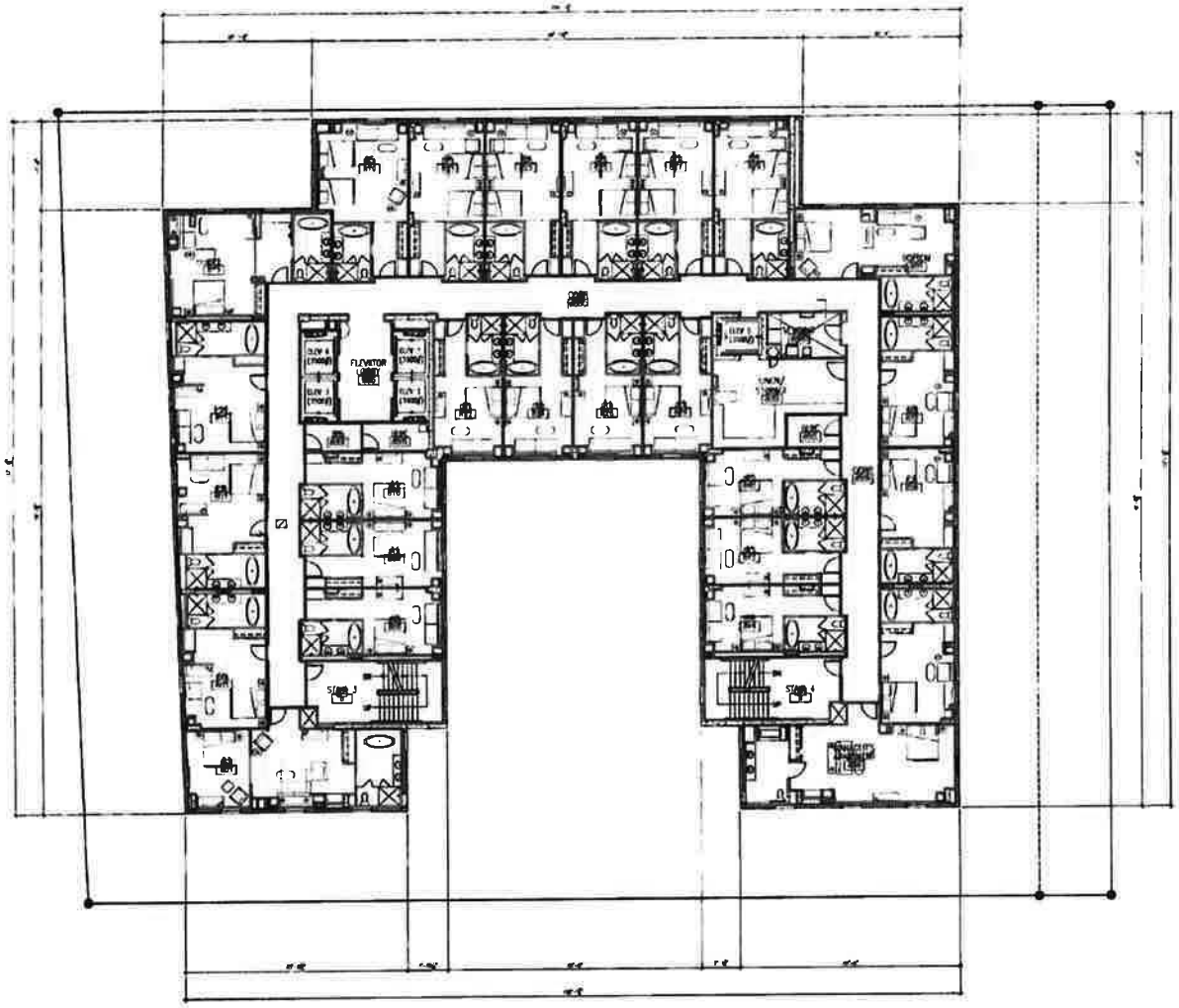
A107

th Floor (34% of Scale); Charleston Hotel; Projects 10 v1.0; 11/1/2013 03:25 PM

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R - 15652

Interior Walls between Rooms/Hallways 2,410 LF
Interior Walls in suite 2,393 LF
Drywall Furring 1,629 LF



8TH FLOOR PLAN

1/16" = 1'-0"

ROOM COUNT/MIX

GUESTROOM TYPES	3RD FLOOR	4TH FLOOR	5TH FLOOR	6TH FLOOR	7TH FLOOR	8TH FLOOR	TOTAL
A - KING	1	1	1	1	1	1	6
A1 - KING	1	1	1	1	1	1	6
A2 - KING	1	1	1	1	1	1	6
A3 - KING	1	1	1	1	1	1	6
A4 - KING	1	1	1	1	1	1	6
A5 - KING	1	1	1	1	1	1	6
A6 - KING	1	1	1	1	1	1	6
A7 - KING	1	1	1	1	1	1	6
A8 - KING	1	1	1	1	1	1	6
A9 - ACCESSIBLE KING TUB	1	1	1	1	1	1	6
A10 - ACCESSIBLE KING SHOWER	1	1	1	1	1	1	6
B1 - DOUBLE QUEEN	1	1	1	1	1	1	6
B2 - DOUBLE QUEEN	1	1	1	1	1	1	6
B3 - DOUBLE QUEEN	1	1	1	1	1	1	6
B4 - DOUBLE QUEEN	1	1	1	1	1	1	6
B5 - DOUBLE QUEEN	1	1	1	1	1	1	6
B6 - ACCESSIBLE DOUBLE QUEEN TUB	1	1	1	1	1	1	6
B7 - ACCESSIBLE DOUBLE QUEEN (SHOWER)	1	1	1	1	1	1	6
C1 - KING + SOFABED SUITE	1	1	1	1	1	1	6
C2 - KING + SOFABED SUITE	1	1	1	1	1	1	6
C3 - KING + SOFABED SUITE	1	1	1	1	1	1	6
C4 - ACCESSIBLE KING + SOFABED SUITE (TUB)	1	1	1	1	1	1	6
C5 - DOUBLE QUEEN + SOFABED LIVING SUITE	1	1	1	1	1	1	6
C6 - DOUBLE QUEEN + SOFABED LIVING SUITE	1	1	1	1	1	1	6
D - KING	1	1	1	1	1	1	6
D1 - KING	1	1	1	1	1	1	6
D2 - KING	1	1	1	1	1	1	6
D3 - KING	1	1	1	1	1	1	6
D4 - KING	1	1	1	1	1	1	6
D5 - KING	1	1	1	1	1	1	6
D6 - KING	1	1	1	1	1	1	6
D7 - KING	1	1	1	1	1	1	6
D8 - KING	1	1	1	1	1	1	6
D9 - KING	1	1	1	1	1	1	6
D10 - KING	1	1	1	1	1	1	6
D11 - ACCESSIBLE KING TUB	1	1	1	1	1	1	6
TOTAL	34	34	34	34	34	34	204

SQUARE FOOTAGE

LEVEL	GUESTROOMS (NSQFT)	ACCESSIBLE/OTHER SPACE	PUBLIC SPACE	BOH	SUBTOTAL
BASEMENT LEVEL	0	4,000	0	0	4,000
GROUND FLOOR	11,250	0	0	0	11,250
MEZZANINE FLOOR	13,200	0	0	0	13,200
2ND FLOOR	14,250	0	0	0	14,250
3RD FLOOR	17,419	0	0	0	17,419
4TH FLOOR	17,419	0	0	0	17,419
5TH FLOOR	17,419	0	0	0	17,419
6TH FLOOR	17,419	0	0	0	17,419
7TH FLOOR	17,419	0	0	0	17,419
8TH FLOOR	17,419	0	0	0	17,419
ROOF LEVEL	0	0	0	0	0
GUESTROOMS	0	0	0	0	0
TOTAL	159,990	4,000	0	0	163,990

WINFORD LINDSAY ARCHITECT

LIBRARY ASSOCIATES, LLC.
RICE MILL BUILDING
17 LOCKWOOD DRIVE
CHARLESTON, SC 29401

THE HOTEL AT MARION SQUARE
404 KING STREET
CHARLESTON, SC 29403

EDITION
10-15-13

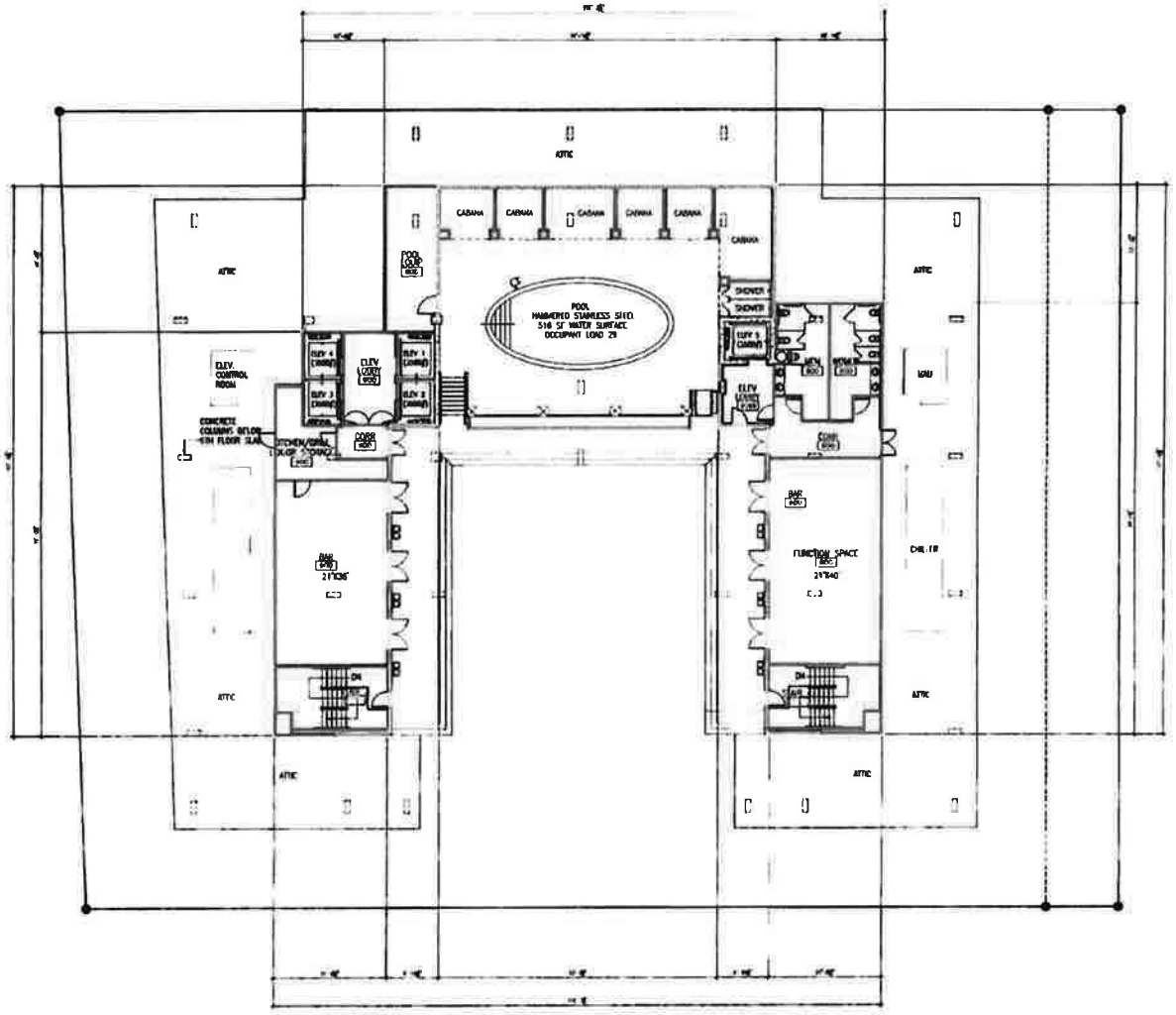
PROJECT NO.: 309907

8TH FLOOR PLAN

A108

8th Floor (34% of Scale); Charleston Hotel; Projects 10 v1.0; 11/1/2013 03:25 PM

9th Floor walls 904 LF
9th Floor walls type 2 487 LF
9th Floor masonry 567 LF



SQUARE FOOTAGE				
LEVEL	RESIDENTIAL (SHELL)	ACCESSORY/PUBLIC USE	PARKING GARAGE	SUBTOTAL
9TH FLOOR	0	6,500	0	6500
8TH FLOOR	14,000	0	0	14000
7TH FLOOR	14,000	0	0	14000
6TH FLOOR	14,000	0	0	14000
5TH FLOOR	21,478	0	0	21478
4TH FLOOR	21,478	0	0	21478
3RD FLOOR	19,511	0	0	19511
2ND FLOOR	19,511	0	0	19511
1ST FLOOR	19,494	0	0	19494
SUB-TOTAL ABOVE GRADE	164,972	6,500	0	171472
BASEMENT	0	0	28000	28000
TOTAL	164,972	6,500	28000	199472

9TH FLOOR PLAN
1/16"=1'-0"

1/16" = 1'-0"

.oof Plan (34% of Scale). Charleston Hotel: Projects 10 v1.0; 11/1/2013 03:25 PM

R - 15653

WINFORD LINDSAY ARCHITECT

LIBRARY ASSOCIATES, LLC.
RICE MILL BUILDING
17 LOCKWOOD DRIVE
CHARLESTON, SC 29401

THE HOTEL AT MARION SQUARE
404 KING STREET
CHARLESTON, SC 29403

EDITION
10-15-13

PROJECT NO. 200207

9TH FLOOR PLAN

A109

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Takeoff Tab

Charleston Hotel

Bid No. 56

No.	Name	Height	Area	Quantity1	UOM1	Quantity2	UOM2	Quantity3	UOM3
Building Area									
4	Kitchen	0"	Multi-Area Total	11,023	SF	697	LF	0	
			1st	5,463	SF	357	LF	0	
			2nd	5,561	SF	340	LF	0	
5	Retail	0"	1st	17,224	SF	632	LF	0	
6	Public Bathroom	0"	Multi-Area Total	5,143	SF	806	LF	0	
			1st	2,367	SF	443	LF	0	
			2nd	2,776	SF	363	LF	0	
7	Offices	0"	1st	5,604	SF	844	LF	0	
8	Corridor	0"	Multi-Area Total	12,980	SF	2,228	LF	0	
			1st	4,489	SF	766	LF	0	
			2nd	8,490	SF	1,463	LF	0	
9	Stairs	0"	Multi-Area Total	13,278	SF	1,942	LF	0	
			1st	6,228	SF	1,045	LF	0	
			2nd	5,117	SF	616	LF	0	
			3rd	1,934	SF	281	LF	0	
10	Vestibule	0"	1st	2,699	SF	368	LF	0	
11	Mechanical/Electrical	0"	Multi-Area Total	4,732	SF	660	LF	0	
			1st	2,194	SF	296	LF	0	
			2nd	1,780	SF	174	LF	0	
			3rd	757	SF	189	LF	0	
12	Storage	0"	Multi-Area Total	3,655	SF	522	LF	0	
			1st	1,800	SF	344	LF	0	
			2nd	1,855	SF	178	LF	0	
13	Bottom	0"	1st	780	SF	128	LF	0	
14	Work Area	0"	1st	1,090	SF	135	LF	0	
15	Concierge	0"	1st	473	SF	117	LF	0	
16	Valet	0"	1st	411	SF	131	LF	0	
17	Dining	0"	Multi-Area Total	16,078	SF	1,162	LF	0	
			1st	12,157	SF	778	LF	0	
			2nd	3,921	SF	404	LF	0	
18	Bar	0"	1st	3,092	SF	362	LF	0	
19	Lobby	0"	1st	17,229	SF	811	LF	0	
20	Registration	0"	1st	2,714	SF	302	LF	0	
21	Foyer	0"	1st	1,892	SF	206	LF	0	
22	Linen	0"	2nd	1,947	SF	267	LF	0	
23	Housekeeping	0"	2nd	5,264	SF	432	LF	0	
24	Employee Breakroom	0"	2nd	1,875	SF	185	LF	0	
25	Locker room	0"	2nd	3,568	SF	556	LF	0	
26	Maintenance	0"	2nd	1,060	SF	152	LF	0	
27	Ballroom	0"	2nd	27,636	SF	1,123	LF	0	
28	Elevator Lobby	0"	2nd	1,142	SF	162	LF	0	
29	Prefunction	0"	2nd	11,801	SF	631	LF	0	

R 15654

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Takeoff Tab

Charleston Hotel

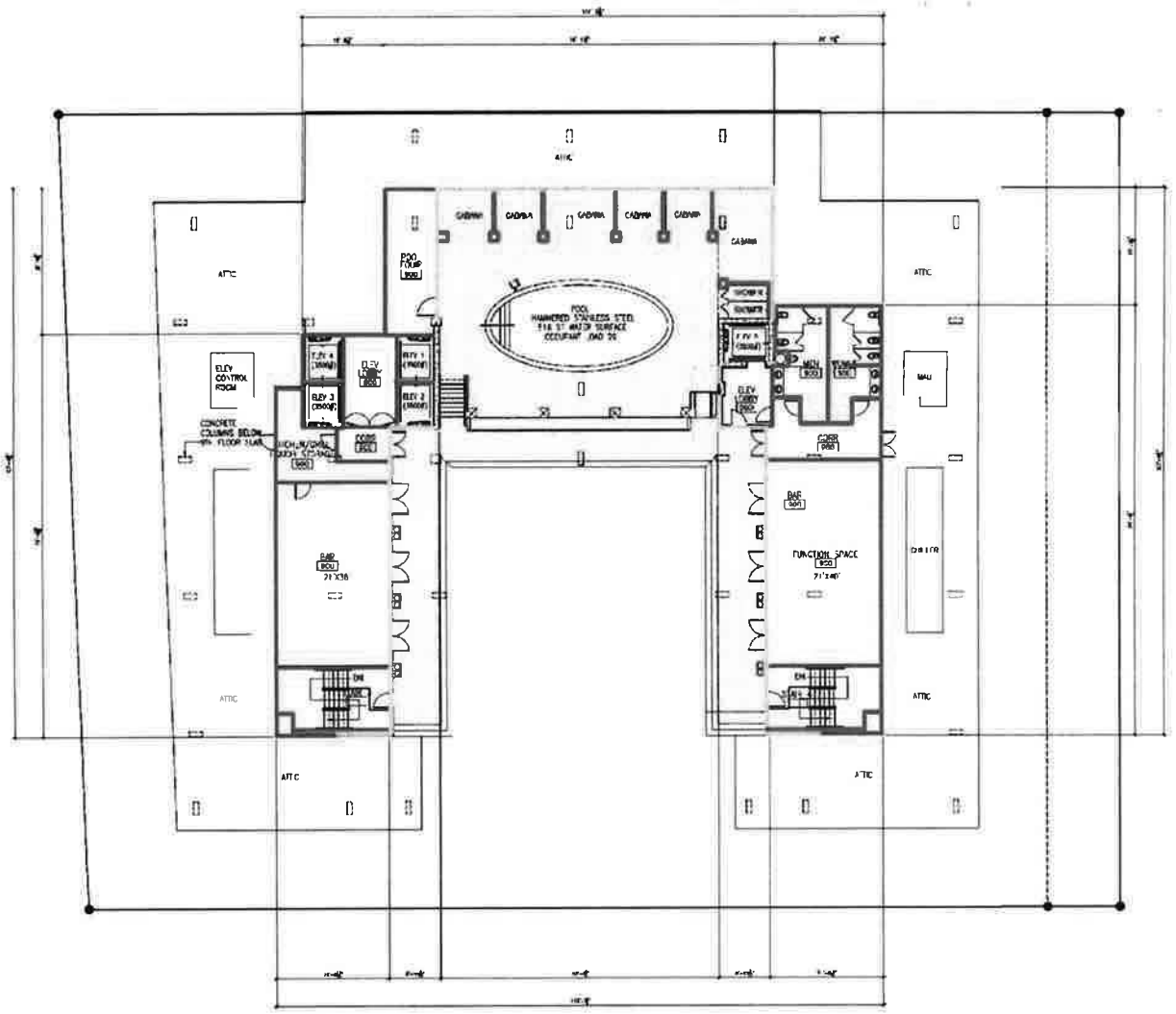
Bid No. 56

No.	Name	Height	Area	Quantity1	UOM1	Quantity2	UOM2	Quantity3	UOM3
30	Undesignated	0"	2nd	7,741	SF	407	LF	0	
31	Residential Corridor	0"	3rd	10,101	SF	1,721	LF	0	
32	Residential Bottom	0"	3rd	1,971	SF	280	LF	0	
33	Residential Elevator Lobby	0"	3rd	858	SF	133	LF	0	
34	Residential Room	0"	3rd	18,467	SF	2,728	LF	0	
35	Residential Bathroom	0"	3rd	3,821	SF	905	LF	0	
09250	**Metal Stud & Drywall**								
1	Interior Walls between Rooms/Hallways	0"	Multi-Area Total	17,455	LF	0		0	
			3rd	3,440	LF	0		0	
			4th	3,397	LF	0		0	
			5th	3,379	LF	0		0	
			6th	2,400	LF	0		0	
			7th	2,431	LF	0		0	
			8th	2,410	LF	0		0	
2	Interior Walls in suite	0"	Multi-Area Total	17,052	LF	0		0	
			3rd	3,271	LF	0		0	
			4th	3,342	LF	0		0	
			5th	3,337	LF	0		0	
			6th	2,323	LF	0		0	
			7th	2,386	LF	0		0	
			8th	2,393	LF	0		0	
36	Drywall Furring	0"	Multi-Area Total	11,702	LF	0		0	
			3rd	2,283	LF	0		0	
			4th	2,279	LF	0		0	
			5th	2,280	LF	0		0	
			6th	1,611	LF	0		0	
			7th	1,619	LF	0		0	
			8th	1,629	LF	0		0	
37	9th Floor walls	0"	9th	904	LF	0		0	
38	9th Floor walls type 2	0"	9th	487	LF	0		0	
39	9th Floor masonry	0"	9th	567	LF	0		0	

R - 15655

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th Floor walls 904 LF
th Floor walls type 2 487 LF
th Floor masonry 587 LF



9TH FLOOR PLAN
1/16" = 1'-0"

SQUARE FOOTAGE				
TYPE				

WINFORD LINDSAY ARCHITECT

LIBRARY ASSOCIATES, LLC.
RICE MILL BUILDING
17 LOCKWOOD DRIVE
CHARLESTON, SC 29401

HE HOTEL AT MARION SQUARE
404 KING STREET
CHARLESTON, SC 29403

EDITION

PROJECT NO.:

9TH FLOOR PLAN

A108

R - 15656

oof Plan (17% of Scale); Charleston Hotel; Projects 10 v1.0; 11/1/2013 12:57 PM

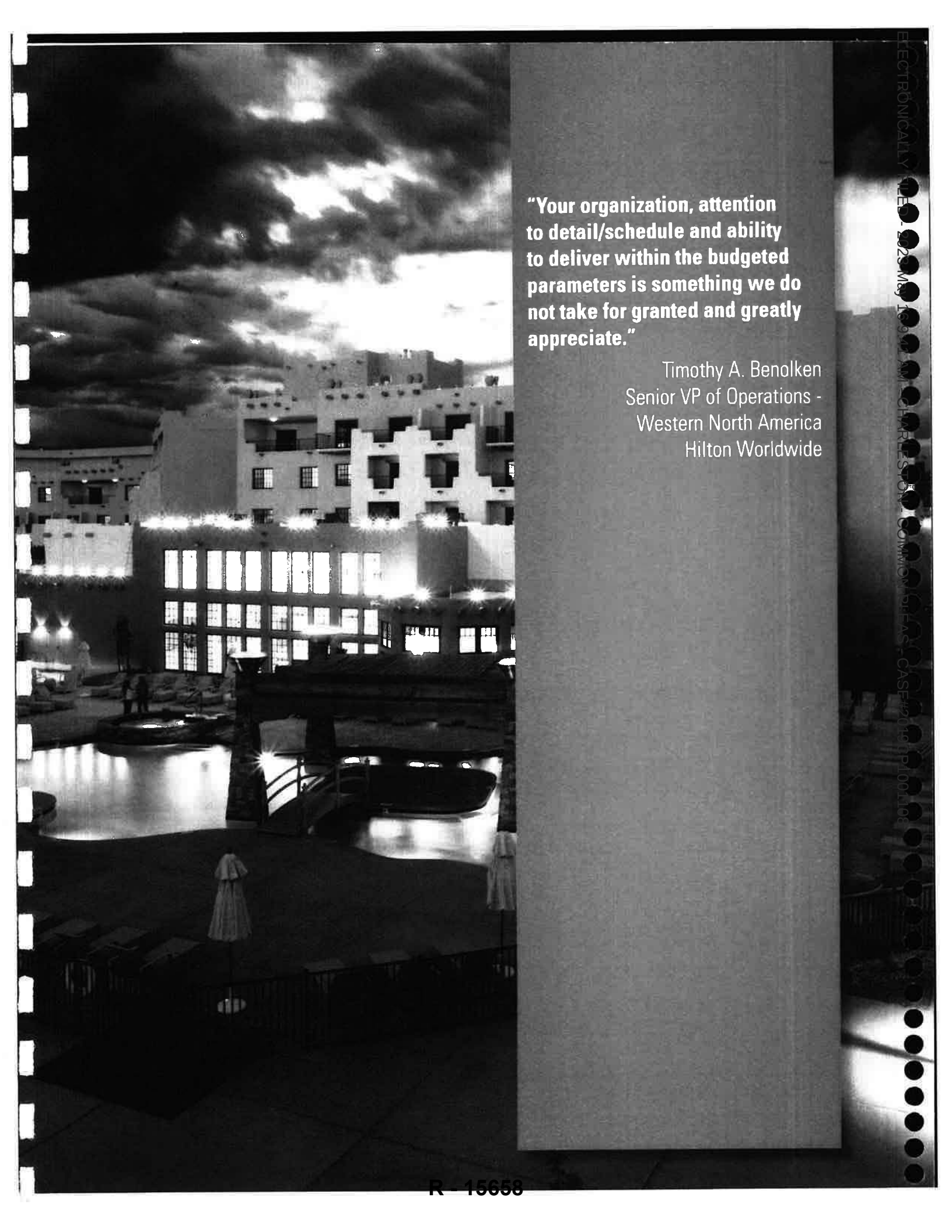
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Hilton Santa Fe Golf Resort & Spa at Buffalo Thunder, Santa Fe, New

Balfour Beatty
Construction

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"Your organization, attention to detail/schedule and ability to deliver within the budgeted parameters is something we do not take for granted and greatly appreciate."

Timothy A. Benolken
Senior VP of Operations -
Western North America
Hilton Worldwide

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D. Provide a recommendation of three MEP subcontractors that your company would consider best suited for this project. Include a list of all subcontractors and vendors that assisted you with responding to this RFP. Please include Low Country Wrecking as a bidder for demolition and excavation. (contact Steve Bisulca at 843-821-6260)

Included below are the MEP subcontractors that we consider to be best suited for this project. We have included a list of subcontractors and vendors who assisted us with our response to this RFP on the following page.

MECHANICAL & PLUMBING

CR Hipp
4981 Dorchester Rd.
Charleston, SC 29418
843.744.4477

MCC Mechanical
9233 Forsyth Park Drive
Charlotte, NC 28273
704.817.1800

Cullum Mechanical
3325 Pacific St.
North Charleston, SC 29418
843.554.6645

WO Blackstone
1841 Shop Rd.
Columbia, SC 29201
803.252.8222

ELECTRICAL

HR Allen
2675 Rourk St.
Charleston, SC 29405
843.747.4100

Eldeco Electric
5751 Augusta Rd.
Greenville, SC 29605
864.277.9088

Gregory Electric
2124 College St.
Columbia, SC 29205
803.786.5022

Watson Electric
1500 Charleston St.
PO Box 3105
Wilson, NC 27895
252.237.7511

Relationship with Subcontractors in Charleston

We understand that reaching out to the local community for involvement in the project is very important. Keeping project expenditures within Charleston whenever possible is essential to local economic growth. In addition, we understand the importance of proactively working with small businesses to facilitate growth and provide valuable experience that will leave a lasting impact beyond this project.

We have a proven track record of extensive community outreach sessions in the Charleston area to promote involvement from local contractors, and a well-documented history of success in the use of local suppliers and trade contractors.

Benefit: Our established relationship with Charleston subcontractors and vendors and our local market knowledge will yield you the best pricing available and will promote the betterment of Hotel at Marion Square and the community

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Balfour Beatty
Construction

Hotel at Marion Square

Schematic Budget Assistance
PRECON CONTACT: Manny Teodoro & Keith Rossi

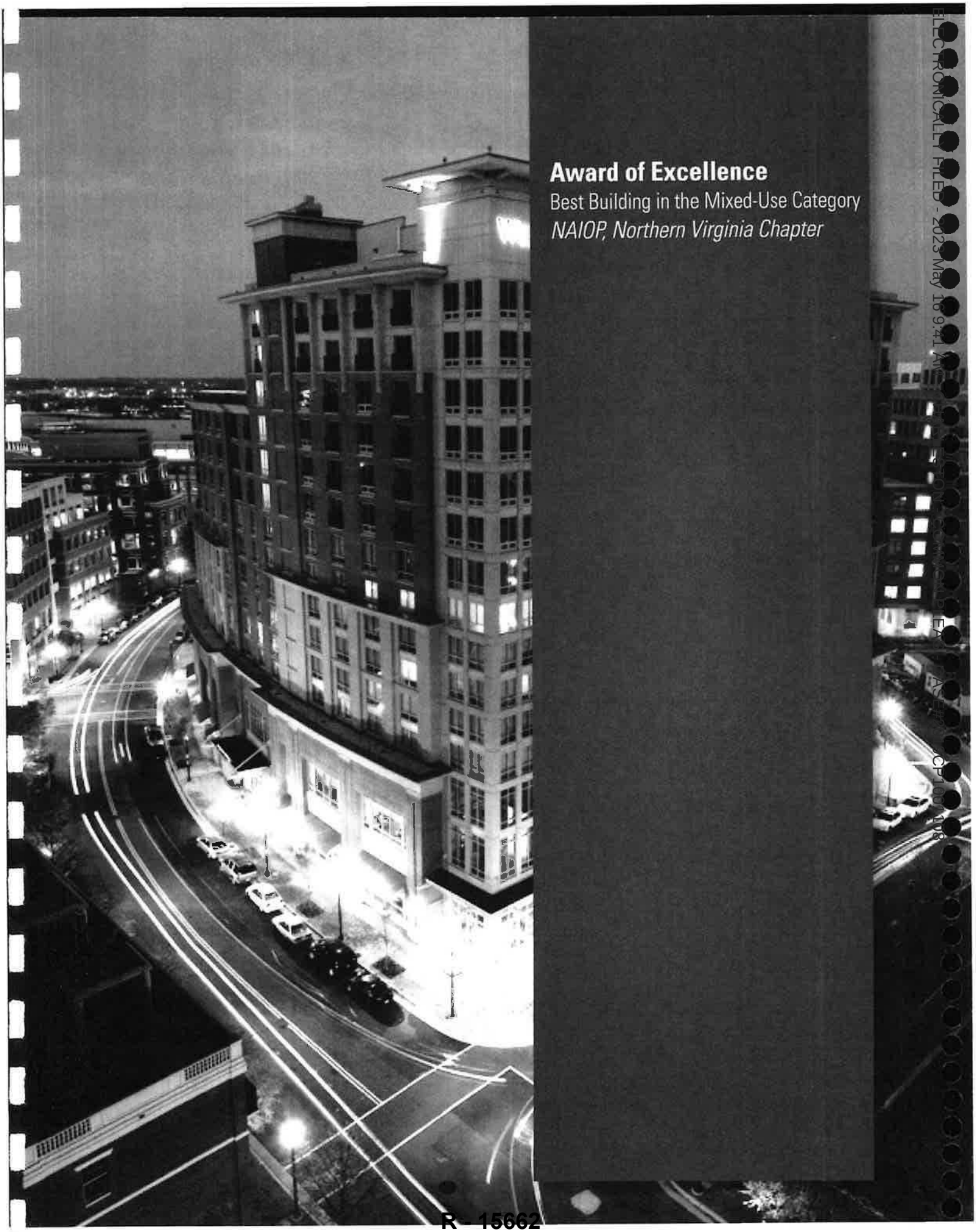
TRADE	COMPANY
02000 - Sitework	Celek and Celek
02000 - Sitework	Low Country Wrecking
02000 - Special Foundations	Palmetto Pile Driving
02000 - Special Foundations	Parker Marine
02080 - Landscaping	Unit Paving, Inc.
02080 - Landscaping	Three Oaks
03000 - Concrete	Pro Slab Inc.
04000 - Masonry	Mac's Masonry
04000 - Masonry	Old North State Masonry, LLC.
05010 - Structural Steel / Misc. Metals	SteelFab, Inc. (CM Steel)
05040 - Arch Railings / Orn Iron	Architectural Railings & Grilles, Inc.
05060 - Metal Panels	SECO Architectural Systems, Inc.
05060 - Metal Panels	Southeastern Architectural Systems
06040 - Millwork/Casework	Low Country Case & Millwork, Inc.
06040 - Millwork/Casework	OnSite Woodwork Corporation
06050 - Rough Carpentry	The Building center
07010 - Waterproofing / Caulking	Palmetto Waterproofing, LLC.
07010 - Waterproofing / Caulking	TA Rupert Waterproofing, Inc.
07040 - Roofing	Baker Roofing Company
07040 - Roofing	Keating Roofing
08000 - Doors, Frames & Hardware	Cook & Boardman
08000 - Doors, Frames & Hardware	Lowcountry Doors & Hardware, Inc.
08080 - Glass & Glazing	Custom Shutter Company
08080 - Glass & Glazing	Jeld-win Windows
08080 - Glass & Glazing	Hope's Windows and Doors
08080 - Glass & Glazing	Port City Glass & Mirror
09010 - EIFS / Stucco	Forconi-Bongiorno, Inc.
09010 - EIFS / Stucco	Southern Stucco, Inc.
09010 - EIFS / Stucco	Century Contracting Inc
09020 - Drywall	Environamics, Inc.
09020 - Drywall	PWI
09030 - Hard Tile	Lowcountry Tile
09030 - Hard Tile	Superior Stone of the Southeast
09040 - Acoustical Ceilings	Acousti Engineering Company of Florida
09040 - Acoustical Ceilings	Warco Construction, Inc.
09060 - Painting	A & K Painting Company, Inc.
09060 - Painting	Peters Paint & Wallcovering Inc
09080 - Flooring & Carpet	Flooring Services, Inc.
09080 - Flooring & Carpet	Garmon & Company
10060 - Lockers	RC Specialties, Inc.
10070 - Operable Wall Panels	Maxson & Associates
13010 - Pools	Blue Haven Pools
13010 - Pools	Year Round Pool Co.
14010 - Elevator	Otis Elevator
15030 - HVAC & Plumbing	CR Hipp Construction
15030 - HVAC & Plumbing	MCC Mechanical, LLC.
15030 - HVAC & Plumbing	Cullum Mechanical
15060 - Fire Protection	Century Fire Protection
15060 - Fire Protection	Precision Fire Systems, LLC
16010 - Electrical	Eldeco Electric
16010 - Electrical	Gregory Electric
16010 - Electrical	Watson Electrical Construction Company, LLC.



The Westin Alexandria Hotel | Jamieson Residences,
Alexandria, VA

Balfour Beatty
Construction

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Award of Excellence
Best Building in the Mixed-Use Category
NAIOP, Northern Virginia Chapter

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E. Provide a preconstruction schedule outlining anticipated staff commitment and utilization. The schedule should begin with completion of schematic design documents and continue through establishment of a GMP, followed by a proposed construction time line. The schedule should identify: (1) design phases; (2) budget delivery dates; (3) submission and review dates; (4) bidding document release dates; and (5) bid dates. Allow reasonable time for Owner's review of budgets.

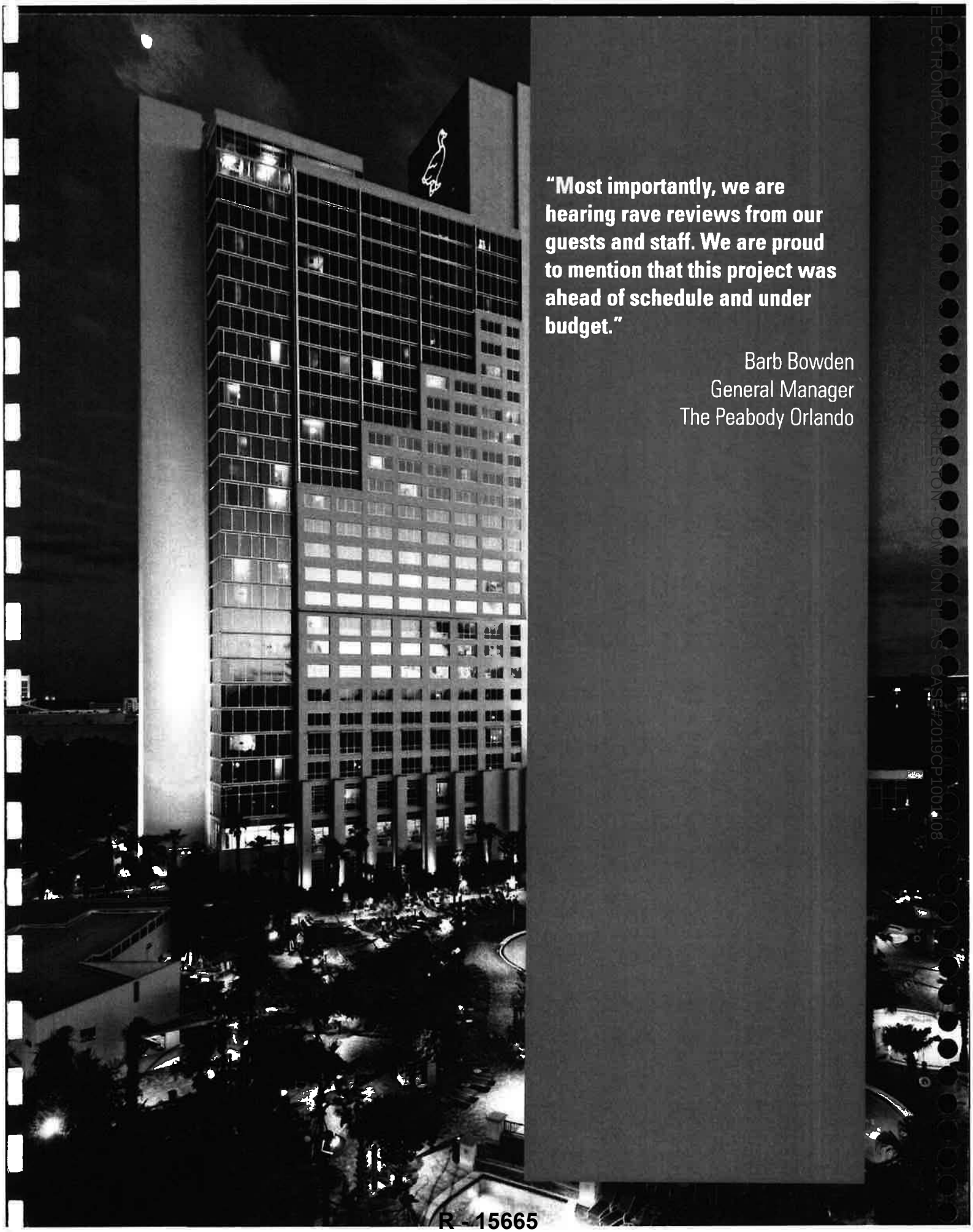
Please refer to the schedule included in Section F.

The Peabody Orlando, Orlando, FL

F. Construction Schedule

Balfour Beatty
Construction

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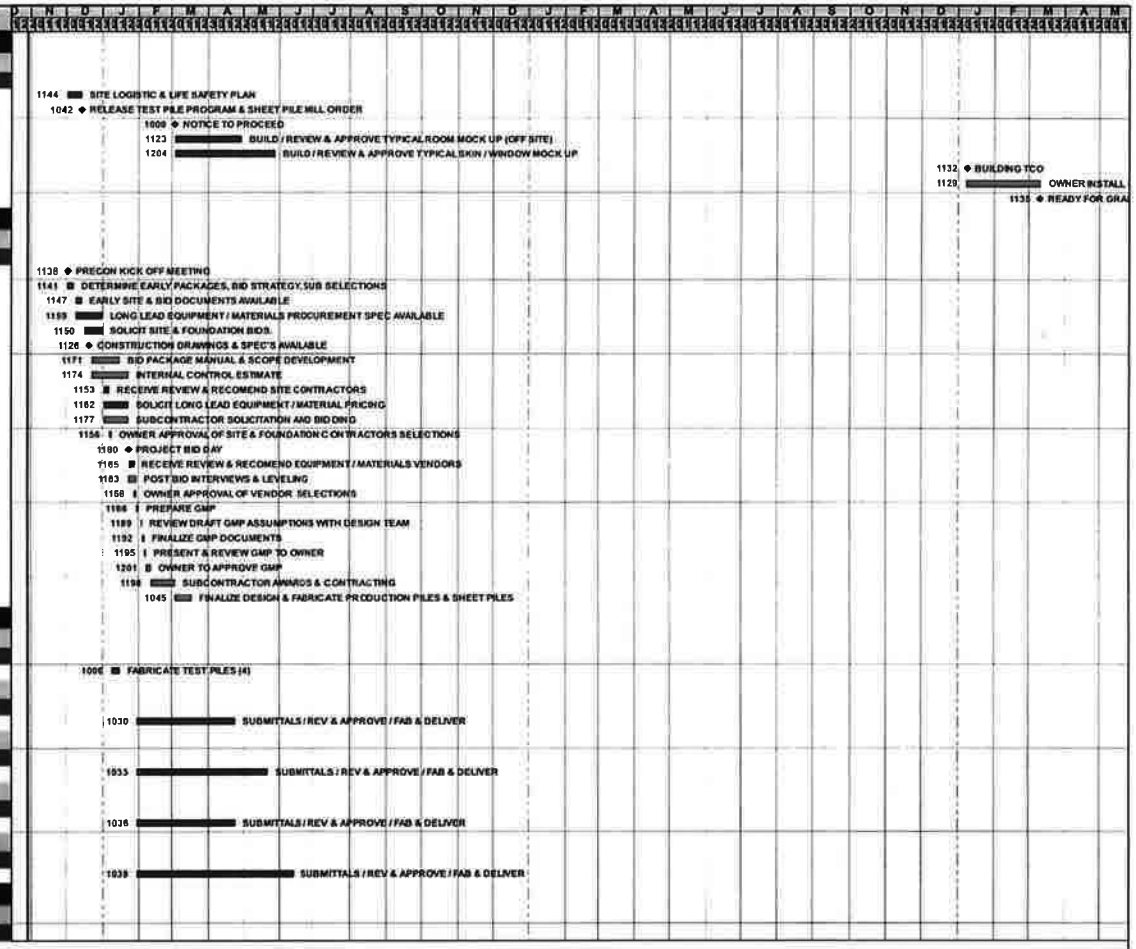
"Most importantly, we are hearing rave reviews from our guests and staff. We are proud to mention that this project was ahead of schedule and under budget."

Barb Bowden
General Manager
The Peabody Orlando

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R-15666

TASK ID	TASK	WORK DAYS	START DATE	FINISH DATE
MILESTONES		574	02-Dec-13	10-Mar-16
		574	02-Dec-13	10-Mar-16
		574	02-Dec-13	10-Mar-16
1144	SITE LOGISTIC & LIFE SAFETY PLAN	10	02-Dec-13	13-Dec-13
1042	RELEASE TEST PILE PROGRAM & SHEET PILE MILL ORDER	0		13-Dec-13
1000	NOTICE TO PROCEED	0		03-Mar-14
1123	BUILD / REVIEW & APPROVE TYPICAL ROOM MOCK UP (OFF SITE)	40	04-Mar-14	28-Apr-14
1204	BUILD / REVIEW & APPROVE TYPICAL SKIN / WINDOW MOCK UP	60	04-Mar-14	27-May-14
1132	BUILDING TCO	0		07-Jan-16
1129	OWNER INSTALL FFE	45	08-Jan-16	10-Mar-16
1135	READY FOR GRAND OPENING	0		10-Mar-16
PRECON		73	02-Dec-13	17-Mar-14
		73	02-Dec-13	17-Mar-14
		73	02-Dec-13	17-Mar-14
1138	PRECON KICK OFF MEETING	0		02-Dec-13*
1141	DETERMINE EARLY PACKAGES, BID STRATEGY, SUB SELECTIONS	5	02-Dec-13	06-Dec-13
1147	EARLY SITE & BID DOCUMENTS AVAILABLE	5	09-Dec-13	13-Dec-13
1159	LONG LEAD EQUIPMENT / MATERIALS PROCUREMENT SPEC AVAILABLE	15	09-Dec-13	31-Dec-13
1150	SOLICIT SITE & FOUNDATION BIDS	10	16-Dec-13	31-Dec-13
1126	CONSTRUCTION DRAWINGS & SPEC'S AVAILABLE	0		20-Dec-13*
1171	BID PACKAGE MANUAL & SCOPE DEVELOPMENT	15	23-Dec-13	15-Jan-14
1174	INTERNAL CONTROL ESTIMATE	20	23-Dec-13	22-Jan-14
1153	RECEIVE REVIEW & RECOMEND SITE CONTRACTORS	3	02-Jan-14	06-Jan-14
1162	SOLICIT LONG LEAD EQUIPMENT / MATERIAL PRICING	15	02-Jan-14	22-Jan-14
1177	SUBCONTRACTOR SOLICITATION AND BID DING	15	02-Jan-14*	22-Jan-14
1156	OWNER APPROVAL OF SITE & FOUNDATION CONTRACTORS SELECTIONS	2	07-Jan-14	08-Jan-14
1180	PROJECT BID DAY	0		22-Jan-14
1165	RECEIVE REVIEW & RECOMEND EQUIPMENT / MATERIALS VENDORS	3	23-Jan-14	27-Jan-14
1183	POST BID INTERVIEWS & LEVELING	5	23-Jan-14	29-Jan-14
1168	OWNER APPROVAL OF VENDOR SELECTIONS	2	28-Jan-14	29-Jan-14
1186	PREPARE GMP	2	30-Jan-14	31-Jan-14
1189	REVIEW DRAFT GMP ASSUMPTIONS WITH DESIGN TEAM	1	03-Feb-14	03-Feb-14
1192	FINALIZE GMP DOCUMENTS	2	04-Feb-14	05-Feb-14
1195	PRESENT & REVIEW GMP TO OWNER	1	06-Feb-14	06-Feb-14
1201	OWNER TO APPROVE GMP	2	07-Feb-14	10-Feb-14
1198	SUBCONTRACTOR AWARDS & CONTRACTING	15	11-Feb-14	03-Mar-14
1045	FINALIZE DESIGN & FABRICATE PRODUCTION PILES & SHEET PILES	10	04-Mar-14	17-Mar-14
PROCUREMENT		110	09-Jan-14	12-Jun-14
PILES		5	09-Jan-14	15-Jan-14
		5	09-Jan-14	15-Jan-14
1006	FABRICATE TEST PILES (4)	5	09-Jan-14	15-Jan-14
WINDOWS		60	30-Jan-14	23-Apr-14
		60	30-Jan-14	23-Apr-14
1030	SUBMITTALS / REV & APPROVE / FAB & DELIVER	60	30-Jan-14	23-Apr-14
MASONRY / CAST STONE		80	30-Jan-14	21-May-14
		80	30-Jan-14	21-May-14
1033	SUBMITTALS / REV & APPROVE / FAB & DELIVER	80	30-Jan-14	21-May-14
LONG LEAD ELECTRICAL		60	30-Jan-14	23-Apr-14
		60	30-Jan-14	23-Apr-14
1036	SUBMITTALS / REV & APPROVE / FAB & DELIVER	60	30-Jan-14	23-Apr-14
LONG LEAD MECHANICAL		95	30-Jan-14	12-Jun-14
		95	30-Jan-14	12-Jun-14
1039	SUBMITTALS / REV & APPROVE / FAB & DELIVER	95	30-Jan-14	12-Jun-14
ROUGH SITEWORK		83	16-Jan-14	29-May-14
		83	16-Jan-14	29-May-14
		83	16-Jan-14	29-May-14



VERSION 01-Nov-13

DATA DATE 29-Oct-13

HOTEL AT MARION SQUARE

PRELIMINARY SCHEDULE

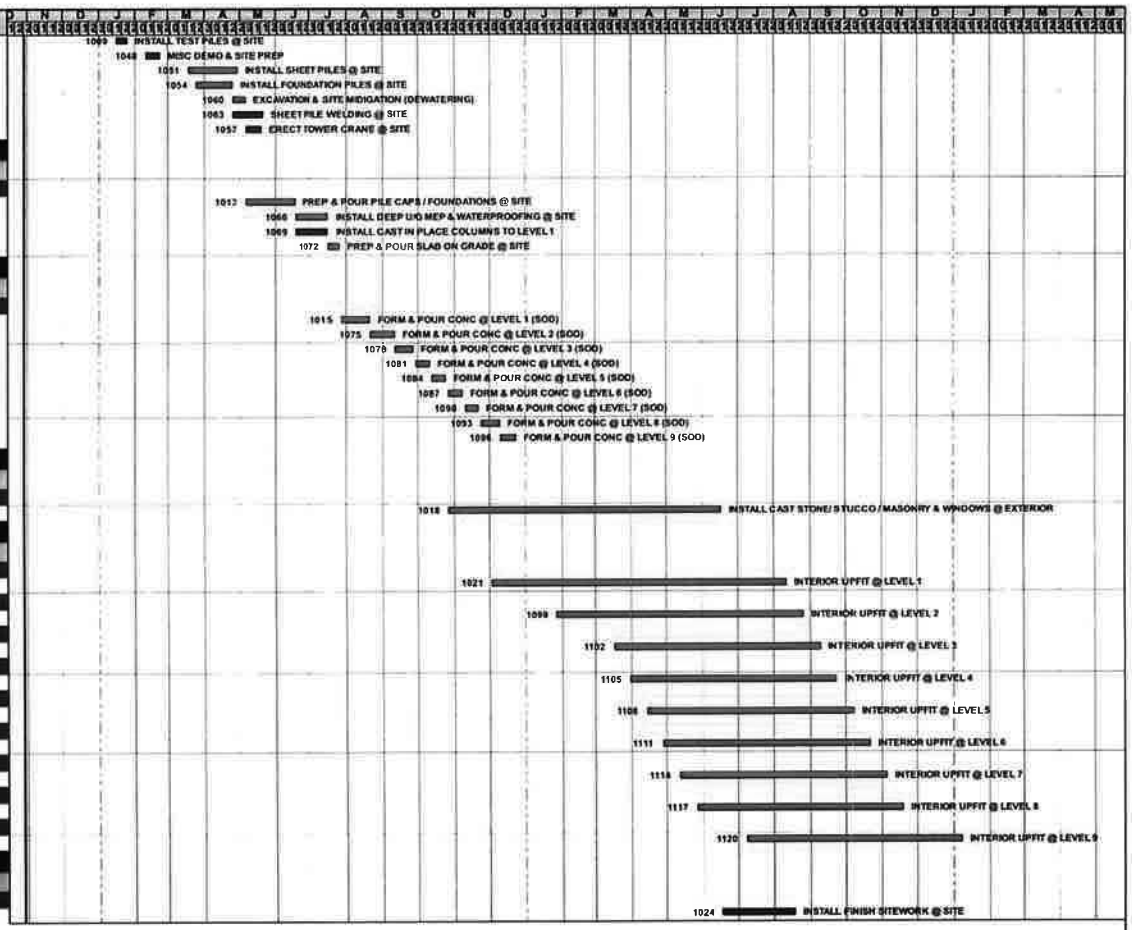
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MARION SQ - OOA

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R-15667

TASK ID	TASK	WORK DAYS	START DATE	FINISH DATE
1009	INSTALL TEST PILES @ SITE	7	16-Jan-14	24-Jan-14
1048	MISC DEMO & SITE PREP	10	10-Feb-14*	21-Feb-14
1051	INSTALL SHEET PILES @ SITE	30	18-Mar-14	28-Apr-14
1054	INSTALL FOUNDATION PILES @ SITE	23	25-Mar-14	24-Apr-14
1060	EXCAVATION & SITE MIDIGATION (DEWATERING)	7	25-Apr-14	05-May-14
1063	SHEET PILE WELDING @ SITE	18	25-Apr-14	20-May-14
1057	ERECT TOWER CRANE @ SITE	10	08-May-14	19-May-14
FOOTING & FOUNDATIONS		57	06-May-14	25-Jul-14
		57	06-May-14	25-Jul-14
		57	06-May-14	25-Jul-14
1012	PREP & POUR PILE CAPS / FOUNDATIONS @ SITE	30	06-May-14	17-Jun-14
1066	INSTALL DEEP U/G MEP & WATERPROOFING @ SITE	20	18-Jun-14	16-Jul-14
1069	INSTALL CAST IN PLACE COLUMNS TO LEVEL 1	20	18-Jun-14	16-Jul-14
1072	PREP & POUR SLAB ON GRADE @ SITE	7	17-Jul-14	25-Jul-14
STRUCTURE		104	28-Jul-14	23-Dec-14
		104	28-Jul-14	23-Dec-14
		104	28-Jul-14	23-Dec-14
1015	FORM & POUR CONC @ LEVEL 1 (SOD)	18	28-Jul-14	20-Aug-14
1075	FORM & POUR CONC @ LEVEL 2 (SOD)	14	21-Aug-14	10-Sep-14
1078	FORM & POUR CONC @ LEVEL 3 (SOD)	12	11-Sep-14	26-Sep-14
1081	FORM & POUR CONC @ LEVEL 4 (SOD)	10	29-Sep-14	10-Oct-14
1084	FORM & POUR CONC @ LEVEL 5 (SOD)	10	13-Oct-14	24-Oct-14
1087	FORM & POUR CONC @ LEVEL 6 (SOD)	10	27-Oct-14	07-Nov-14
1090	FORM & POUR CONC @ LEVEL 7 (SOD)	10	10-Nov-14	21-Nov-14
1093	FORM & POUR CONC @ LEVEL 8 (SOD)	10	24-Nov-14	09-Dec-14
1096	FORM & POUR CONC @ LEVEL 9 (SOD)	10	10-Dec-14	23-Dec-14
EXTERIOR ENEVELOPE		160	27-Oct-14	16-Jun-15
		160	27-Oct-14	16-Jun-15
		160	27-Oct-14	16-Jun-15
1018	INSTALL CAST STONE/ STUCCO / MASONRY & WINDOWS @ EXTERIOR	160	27-Oct-14	16-Jun-15
INTERIORS		275	03-Dec-14	07-Jun-16
		275	03-Dec-14	07-Jun-16
LEVEL 1		175	03-Dec-14	11-Aug-15
1021	INTERIOR UPFIT @ LEVEL 1	175	03-Dec-14	11-Aug-15
LEVEL 2		150	27-Jan-15	25-Aug-15
1099	INTERIOR UPFIT @ LEVEL 2	150	27-Jan-15	25-Aug-15
LEVEL 3		125	17-Mar-15	09-Sep-15
1102	INTERIOR UPFIT @ LEVEL 3	125	17-Mar-15	09-Sep-15
LEVEL 4		125	31-Mar-15	23-Sep-15
1105	INTERIOR UPFIT @ LEVEL 4	125	31-Mar-15	23-Sep-15
LEVEL 5		125	14-Apr-15	07-Oct-15
1108	INTERIOR UPFIT @ LEVEL 5	125	14-Apr-15	07-Oct-15
LEVEL 6		125	28-Apr-15	21-Oct-15
1111	INTERIOR UPFIT @ LEVEL 6	125	28-Apr-15	21-Oct-15
LEVEL 7		125	12-May-15	04-Nov-15
1114	INTERIOR UPFIT @ LEVEL 7	125	12-May-15	04-Nov-15
LEVEL 8		125	27-May-15	18-Nov-15
1117	INTERIOR UPFIT @ LEVEL 8	125	27-May-15	18-Nov-15
LEVEL 9		125	08-Jul-15	07-Jan-16
1120	INTERIOR UPFIT @ LEVEL 9	125	08-Jul-15	07-Jan-16
FINISH SITEWORK		45	17-Jun-15	18-Aug-15
		45	17-Jun-15	18-Aug-15
		45	17-Jun-15	18-Aug-15
1024	INSTALL FINISH SITEWORK @ SITE	45	17-Jun-15	18-Aug-15



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HOTEL AT MARION SQUARE

PRELIMINARY SCHEDULE

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MARION SQ - OOA

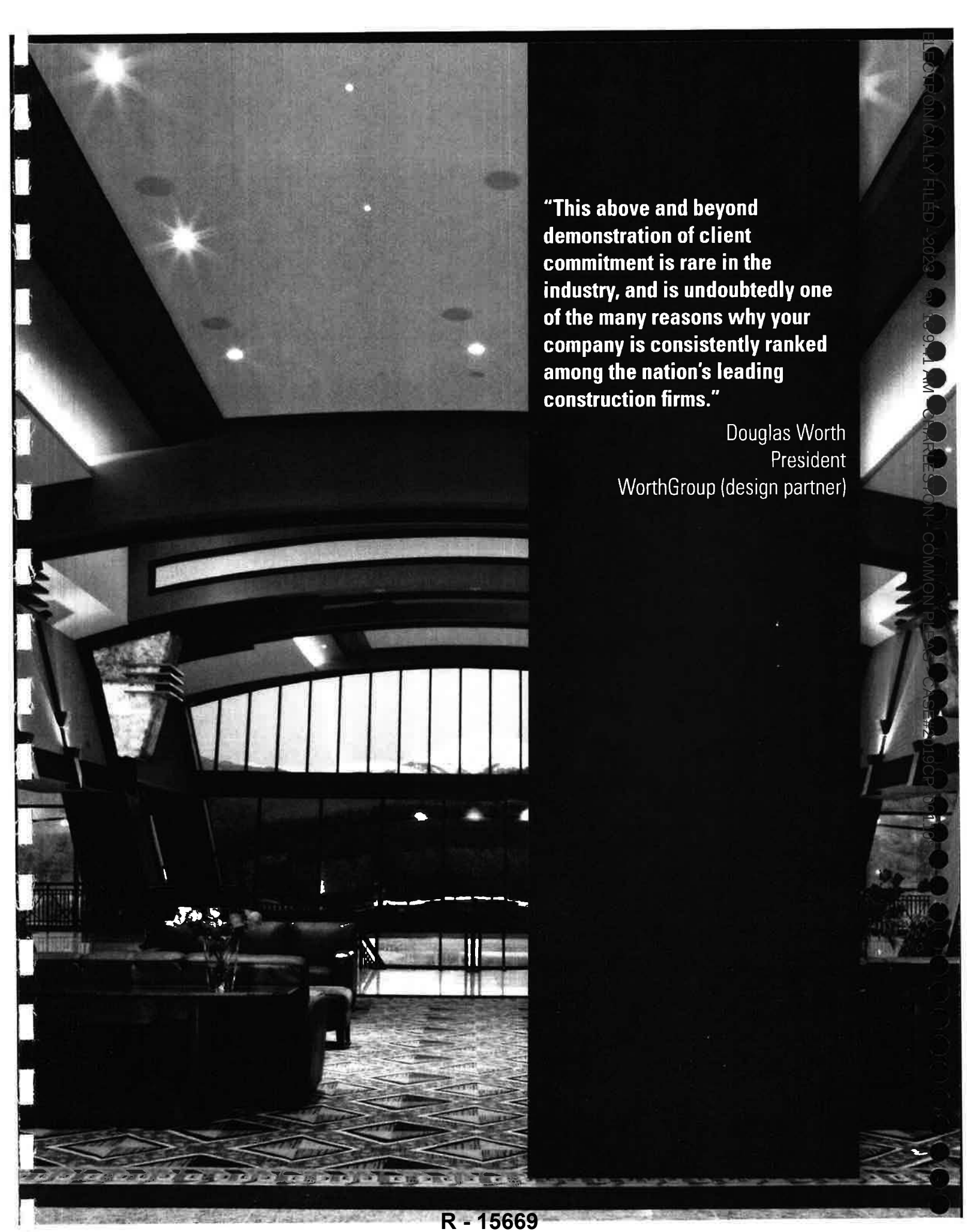
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Inn of the Mountain Gods Resort & Casino, Mescalero, NM

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Construction

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"This above and beyond demonstration of client commitment is rare in the industry, and is undoubtedly one of the many reasons why your company is consistently ranked among the nation's leading construction firms."

Douglas Worth
President
WorthGroup (design partner)

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G. Provide a detailed list of exceptions to the proposed form of Agreement and suggest alternative language for consideration. Any negotiations of the final agreement will be restricted to those items identified in your response. No additional exceptions will be entertained. The Owner reserves the right to propose additional changes to the A133 and A201 as necessary based upon negotiations with the selected firm.

Regarding the review of the proposed AIA A133-2009 Agreement and A201-2007 General Conditions, both as modified, as a general statement, the agreement and general conditions as modified are relatively fair, despite the fact that the modifications are numerous. The most notable and important change is the elimination of the AIA standard language for mutual waiver of consequential damages provision (General Conditions, Art. 15.1.6). We will need to address this issue versus a blanket elimination of the protection from consequential damages. We have worked through this issue numerous times in the past with similar language and do not see difficulty coming to agreement on mutually acceptable terms related to this issue. Also related to the issue of consequential damages, the contract documents do not include a liquidated damages provision for contractor caused delay, which we would recommend be included.

The following are more clarifications to the agreement and general conditions:

AIA A133:

Article 2.2.4.3: Suggest further review of (5) or delete. If we're negligent in our pricing/estimating errors, then that's one thing, but if we simply make an error in estimating using less than complete design documents, that error ought to be corrected using funds from contingency.

Article. 2.3.1.3: We don't believe this provision is applicable to our project as it seems to be focused on healthcare work (same for 6.11.2).

Article 5.2.1: Shared Savings (we would suggest a reasonable shared savings incentive clause as mentioned in 5.2.1)

Article 6.2.4: Contractor's Fixed Billable total payroll burden rates shall be billed at: Salaried: 62.54%; Hourly: 36.98%.

Article 6.6.1: The Contractor's liability insurance premiums shall be billed as follows and are expressed as a percentage of the GMP. Commercial General and Excess Liability – 0.8%, Subguard – 1.25%.

Articles 6.11.1 and 6.11.2: These provisions seem to conflict as one requires the retention of cost-related records for 3 years (6.11.1) and the other for 4 years (6.11.2), we are fine with either.

Article 7.1.11.3: This provision requires the Contractor to carry the cost in its budget for complying with the Owner's audit provisions; however, those provisions are open-ended as to the number of audits that may be conducted. We would suggest clarifying with some definition of scope to the number of audits and the audit process so we can better estimate this cost.

Article. 9.2: Would prefer alternative dispute resolution, however, would be OK with litigation selection in 9.2 if Section 15.3 of the A201 remained so that mediation was utilized initially to attempt to resolve.

Article 10.2.2: Delete as this conflicts with Art. 14.1.3 of the General Conditions.

AIA A201:

Article 2.2.1: The language, which obligates the Owner to provide the information that is listed in the first sentence, has been deleted. This information is typically required of any project and we would ask clarification as to who is required to provide this information.

Article 3.2.3: Delete the last sentence.

Article 3.5: There is no duration or term for the warranty. Presume it's one year.

Article 3.10.1 and 3.10.4.1: These two provisions seem to state different time periods when the initial schedule is to be delivered – one says 10 days from award, the other says 14 days from the NTP. We assume the final construction schedule would be 14 days from the NTP.

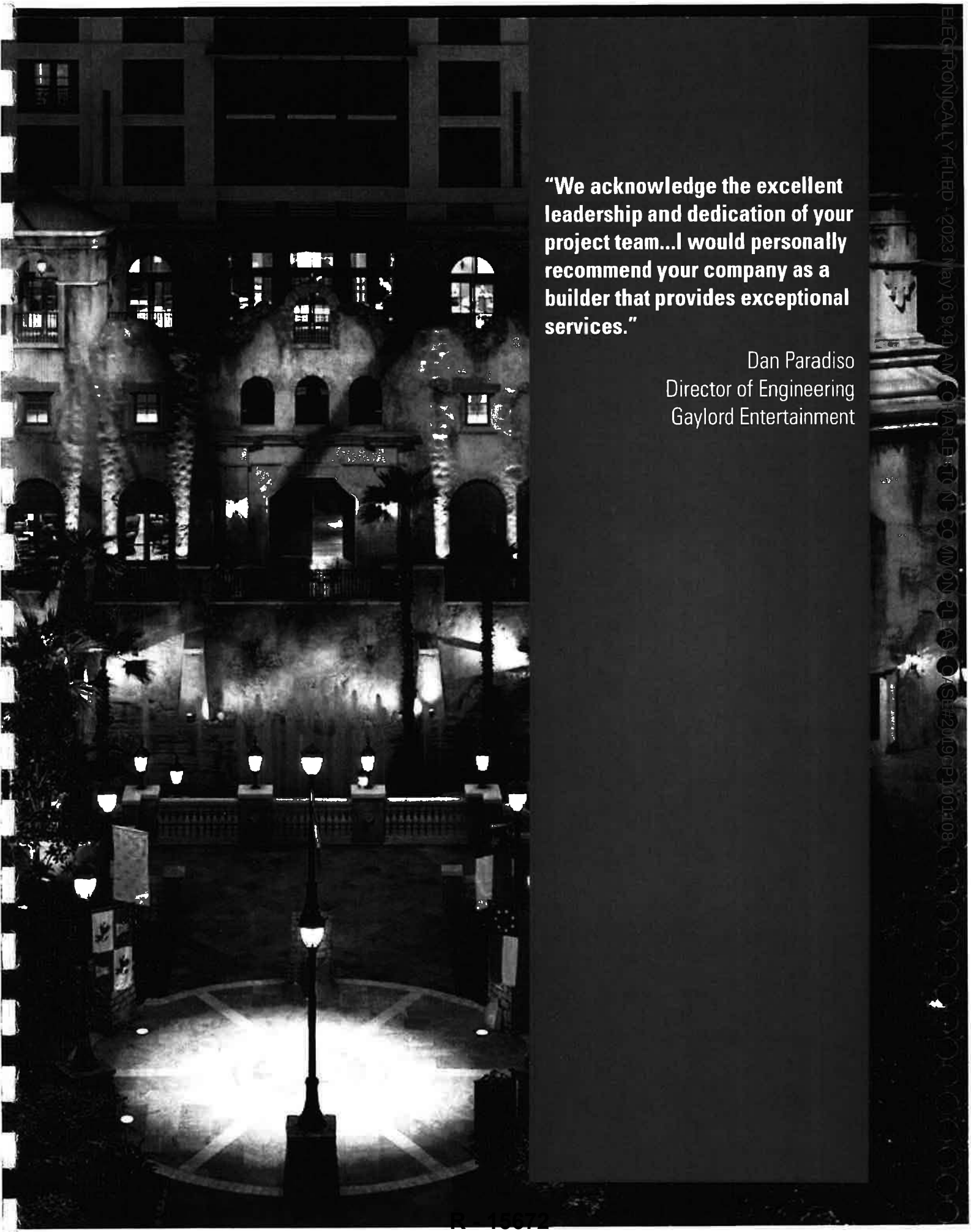
Article 3.18.1: Delete "Architect, Architect's consultants" and insert "its" in front of agents. (we typically do not indemnify the Architect unless they correspondingly indemnify us)

Article. 8.3.1: Delete .2. (We cannot know whether a subcontractor is going to go insolvent. We would request that this be a Class 2 cause of delay.)

Article 8.3.3: The language of .4 seems to give broad discretion to use one or more of the remedies identified in this section, despite the fact that those remedies may be expressly limited to certain circumstances (ex., the "no damages for delay" language of .2 is limited only to Class 2 delays which are delays for which neither party is responsible like force majeure – and therefore, can't be used for any delay other than a delay that falls within the parameters described as a Class 2 delay). We would request to confirm that .4 does not undo the limitations stated in the items above it, otherwise, we are OK with the Class 1 & 2 delay provisions.

Gaylord Texan Resort & Convention Center, Grapevine, TX

Balfour Beatty
Construction



"We acknowledge the excellent leadership and dedication of your project team...I would personally recommend your company as a builder that provides exceptional services."

Dan Paradiso
Director of Engineering
Gaylord Entertainment

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Poff Federal Building Modernization, Roanoke, VA	Gary Zimmerman U.S. General Services Administration (GSA) Public Buildings Service, Chesapeake Service Center, The Strawbridge Buildin, 20 North 8th Street, 9th Floor Philadelphia, PA, 19107 +1 215 4464619 gary.zimmerman@gsa.gov	James Rice Senior Architect - Design Team Leader TranSystems/ DPK&A Architects 421 Chestnut Street, Philadelphia, PA, 19106 +1 267 5460067 jrice@transystems.com	$45,899,090	71%	10/1/2014
National Gallery of Art East Building Stone Repair, Washington, DC	Dean Koepp Contracting Officer National Gallery of Art (NGA) 2000 B South Club Drive, Landover, MD, 20785 +1 202 8426402 d-koepp@nga.gov	Kirk Mellam Director Robert Silman Associates 1053 31st Street, NW, Washington, DC, 20007 +1 202 3336230	$59,200,000	95%	10/30/2013
Miami Dade College Hialeah Renovation & Classroom, Hialeah, FL	Eneida Perez-Mendez Senior Project Manager Facilities Design and Construction Miami Dade College Facilities Management 11011 S.W. 104th Street, Room L-105 Miami, , 33176-3393 (305) 237-0576 eperezme@mdc.edu	Jose Murguido Vice President Zyscovich, Inc. 100 N. Biscayne Blvd, 27th Floor, Miami, FL, 33132 +1 305 3725222 jose@zyscovich.com	$22,200,000	16%	7/1/2014
Wake County Cary High School Renovation 2013, Cary, NC	Brian Conklin Wake County Public School System 1429 Rock Quarry Road, Suite 116, Raleigh, NC, 27601 +1 919 8579590 bconklin@wcpss.net	Donna Francis Pearce Brinkley Cease & Lee PA (PBCL) 333 Fayetteville St. Mall, Raleigh, NC, 27601 +1 919 8366731 dfrancis@clarkmesan.com	$22,850,000	5%	8/1/2014
NC A&T Student Union, Greensboro, NC	Andy Perkins Asst. VC Facilities DeHaguley Physical Plant 1601 E. Market Street, Greensboro, , 27411 +1 336 3347572 perkins@ncat.edu	Victor Vines, AIA, LEED AP President Vines Architecture 530 Hillsborough Street, Raleigh, NC, 27603 +1 919 7551975 vines@vinesarc.com	$90,000,000	5%	6/1/2015
Wake Tech Classroom/Administration Building, Raleigh, NC	Garian Gunn Project Manager Wake Technical Community College +1 919 8665534 gbunn@waketech.edu	Eric Schoenagel Little Diversified Architectural Consultants 410 Blackwell Street, Suite 10, Durham, NC, 27701 +1 919 4742543 eschoenagel@ldaconline.com	$8,000,000	10%	11/1/2013
UNC Wilmington Social and Behavioral Sciences, Wilmington, NC	Mark Morgan University of North Carolina (UNC) - Wilmington morganm@uncw.edu	Dan Van Dyke Jenkins Peer Architects +1 704 9408919 dvandyke@jenkinspeer.com	$4,500,000	20%	8/15/2014
Wake County H7 High School, Raleigh, NC	Brian Conklin Wake County Public School System 1429 Rock Quarry Road, Suite 116, Raleigh, NC, 27601 +1 919 8579590 bconklin@wcpss.net	Steve Hawley Fanning/Howey Associates, Inc. Raleigh, NC, +1 919 8311831 shawley@fhai.com	$50,000,000	1%	1/1/2017
UNCC Residence Hall Phase XIII, Charlotte, NC	Rick Ellis Project Manager University of North Carolina (UNC) - Charlotte (UNCC) 9201 University City Blvd., Charlotte, NC, 28223 +1 704 6870517 rellis@uncc.edu	Scott Baker Vice President LS3P Associates Ltd 227 W. Trade Street, Suite 700, Charlotte, NC, 28202 +1 704 3336586 scottbaker@ls3p.com	$29,000,000	10%	6/25/2015
Wake County Middle School M8, Raleigh, NC	Brian Conklin Wake County Public School System 1429 Rock Quarry Road, Suite 116, Raleigh, NC, 27601 +1 919 8579590 bconklin@wcpss.net	Hal Bowen Rallo Architects 135 East Martin St., Suite 101, Raleigh, NC, 27601 +1 919 8210805 hbowen@rolloarchitects.com	$25,000,000	1%	8/1/2016
Wake County Green Elementary Renovations/Additions, Raleigh, NC	Brian Conklin Wake County Public School System 1429 Rock Quarry Road, Suite 116, Raleigh, NC, 27601 +1 919 8579590 bconklin@wcpss.net	James Copeland Vice President Moseley Architects 3000 Rdu Ctr Dr, Ste 217, Morrisville, NC, 27560 +1 919 8400091 jcopeland@moseleyarchitects.com	$17,700,000	1%	8/1/2016
FAA Air Route Traffic Control Center, Memphis Reno, Memphis TN	Marlies Drechsel Federal Aviation Administration 800 Independence Ave., SW, Washington, DC, 20591 +1 202 3658462 marlies.drechsel@faa.gov	Stewart Stoubel Design Services Manager Heery International, Inc. Franklin Court, 1099 14th Street, NW, Suite 101, Washington, DC, 20005 +1 202 4638200 sstoubel@heery.com	$12,115,969	50%	2/1/2014
USACE MATOC Fort Lee, NE Region, Ft. Lee, VA	Lisa Billman Contract Specialist U.S. Army Corps of Engineers Fort Worth District 819 Taylor Street, Room 2A19, Fort Worth, TX, 76102 +1 817 8861086 lisa.c.billman@swf02.usace.army.mil	Greg Mannig Project Director Woolpert, Inc. 4454 Idea Center Blvd., Dayton, OH, 45430-1500 +1 937 5311481 greg.mannig@woolpert.com	Confidential	50%	8/1/2014

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DEFENDANT LIBRARY ASSOCIATES, LLC'S

TRIAL EXHIBIT #39

Part 2 of 2

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FDA Central Utility Plant Expansion -Subcontractor, Silver Spring, MD	Matt Corrigan Engineered Systems Alliance (ESA) 4218 Wheeler Ave., Alexandria, VA, 22304 +1 703 7512400 mcorrigan@engineeredsystems.com	Craig Newton Senior Vice President HKA Architects and Engineers (formerly Hankins & Anderson) 4880 Sadler Road, Suite 300, Glen Allen, VA, 23060 +1 804 8217063 cnewton@hkaengineers.com	$17,720,000	99%	11/30/2013
PSU Energy Efficient Buildings Hub (EEB Hub)-GPIC, Philadelphia, PA	Gregory Scott Penn State University The 328 Building, University Park, PA, 16802 +1 814 8639822 gas112@psu.edu	David Ritz Kieran Timberlake 420 North 20th Street, Philadelphia, PA, 19130 +1 215 8229600 dritz@kieranTimberlake.com	$26,000,000	66%	4/1/2014
14th & U Streets Apartments, Washington, DC	Paul Elias Senior Vice President JBG Companies c/o 14th & U Residential, 4445 Willard Ave., Suite 400, Chevy Chase, MD, 20815 +1 240 3333673 pelias@jbg.com	Brian Buckowski Eric Colbert & Associates PC 717 - 5th Street, N.W., Washington, DC, 20001 +1 202 2896800 bbuckowski@ecaepc.com	$47,203,400	68%	1/16/2014
Turkish American Community Center (TACC), Lanham, MD	Yasar Colak President Turkish American Community Center (TACC) +1 301 2754657 ycolak@gmail.com	Steve Kurin Project Manager Fentress Architects 1350 Connecticut Avenue, NW, Washington, DC, 20036 +1 202 3375100 kurin@fentressarchitects.com	$47,000,000	30%	9/4/2014
Fair Lakes Apartments, Fairfax, VA	Robert Gaherty Bainbridge CRP Fair Lakes, LLC 12785 W. Forest Hill Blvd., Suite 1307, Wellington, FL, 33414 +1 561 3333689 rgaherty@bainbridgere.com	Vinay Ganeshan SK&I Architectural Design Group 7735 Old Georgetown Road, Suite 1000, Bethesda, MD, +1 301 6548300 vganeshan@skiarch.com	$21,350,000	51%	11/1/2013
1200 17th Street Office Building, Washington, DC	Andrei Ponomarev Akridge 601 Thirteenth Street, NW, Suite 300 North, Washington, DC, 20005 +1 202 6383000 aponomarev@akridge.com	Allen Beall Associate Partner Zimmer Gunsul Frasca Architects LLP (ZGF) 1500 K Street, NW, Suite 200, Washington, DC, 20005 +1 202 3803043 allen.beall@zgf.com	$36,000,000	25%	8/11/2014
Shenandoah Housing VIIIB, George Mason University, Fairfax, VA	Nancy Pickens Project Manager George Mason University Facilities Administration, 4400 University Dr., MS 1E4, Fairfax, VA, 22030 +1 703 9912944 npickens@gmu.edu	Don Ghent Gensler Architecture, Design & Planning PC 2020 K St. NW, Suite 200, Washington, DC, 20006 +1 202 7215294 don_ghent@gensler.com	$15,656,654	30%	7/30/2014
Hoffman Building One, Phase 1, Alexandria, VA	Robert Love Vice President Hoffman Company, LLC 2034 Eisenhower Ave, Suite 290, Alexandria, VA, 22314 +1 703 9604700 rlove@hoffmanlowecenter.com	Robert Mcilahon Principal Ninetake Associates 605 Prince Street, Alexandria, VA, 22314 +1 703 7399986 rmcmahon@nine-arch.com	$12,000,000	50%	1/14/2014
Embassy Security Group Facilities (Subcontractor), Quantico, VA	Andrea Baker Construction Manager, NAVFAC RDICC NAVFAC Washington 2004 Barnett Avenue MCB, Quantico, VA, +1 703 4322466 andrea.baker@navy.mil	David Hofmann Fentress Architects 1250 Connecticut Avenue, NW, Suite 1250, Washington, DC, 20036 +1 202 4642459 dhofmann@fentressarchitects.com	$23,000,000	20%	3/15/2015
Walgreens #13823 Wilmington, DE, Wilmington, DE	Greg Ferrell Vice President, Construction Services Hunt Real Estate Services Inc 5100 West Kennedy Blvd., Suite 225, Tampa, FL, 33609 +1 813 7393093 gferrell@huntreic.com	Jeff Whitman GTM Architects 7735 Old Georgetown Road, Suite 700, Bethesda, MD, 20814 +1 240 3332567 jwhitman@gtmarchitects.com	$2,060,000	61%	10/31/2013
Florida Avenue Apartments, Washington, DC	Lauren Jezierski JBG Companies 4445 Willard Avenue, Suite 400, Chevy Chase, MD, 20815 +1 240 3333730 ljezierski@jbg.com	John Maisto BKD Group 1054 31st Street, NW Canal Square, Suite 204, Washington, DC, 20007 +1 202 9857361 jmaisto@bkdgroup.com	$38,000,000	2%	3/6/2015
Dr. Phillips Center for the Performing Arts, Orlando, FL	Kathy Ramsberger Vice President Orlando Performing Arts Center 455 South Orange Avenue 7th Floor, Orlando, FL, 32801 +1 407 8390119 kathy@drphillipscenter.org	Steven Evans Vice President HKS, Inc. 225 E. Robinson St., Ste. 405, Orlando, FL, 32801 +1 407 6489958 sevans@hksinc.com	$134,406,829	10%	7/15/2014

Tradition Medical Center - Martin Health System, Port St. Lucie, FL	Matt Kelly Director Construction & Real Estate Management Martin Health System 200 S.E. Hospital Avenue, Stuart, FL, 34995 +1 772 2230945ext5786 matt.kelly@martinhealth.org	Roy Gonsalus Senior Vice President HKS, Inc. 1919 McKinney Avenue, Dallas, TX, 75201 +1 214 9693076 rgonsalus@hksinc.com	$61,115,335	1%	11/30/2013
Harris Technology Center, Palm Bay, FL	Jeff Hornberger Project Engineering & EHS Manager Harris Corporation 2400 Palm Bay Road, Palm Bay, FL, 32905 +1 321 7276577 jhornber01@harris.com	Roger Anderson Director of Design BRPH Companies, Inc. 5760 North Harbor City Boulevard, Suite 400 Melbourne, FL, 32940 +1 321 7513147 randerson@brph.com	$82,000,000	45%	11/28/2014
Cabana Bay Beach Resort at Universal Orlando, Orlando, FL	Russ Dagon Vice President, Universal Creative Loews +1 407 2243236 russ.dagon@universalorlando.com	Buck Lindsey Lindsey Pope Brayfield Associates, Inc. 270 Langley Drive, Lawrenceville, GA, 30045 (770) 963-6969 blindsey@lpbellanta.com	$175,000,000	76%	5/1/2014
IKEA Miami (Retail Store #39), Sweetwater, FL	Charles Keller Construction Manager IKEA Property Inc. 420 Alan Wood Road, Conshohocken, PA, 19428 +1 610 8340180x5206 charles.keller@ikea.com	John Semben Studio Director/Senior Associate GreenbergFarrow 44 West 28th Street, 16th Floor, New York, NY, 10001 +1 212 7256530 jsemben@greenbergfarrow.com	$72,400,000	58%	6/4/2014
Orlando Magic Amway Center Continuing Works, Orlando, FLSC	Charles Freeman Vice President Business Development & Strategy Orlando Magic 8701 Maitland Summit Blvd., Orlando, FL, 32810 +1 407 9162723 cfreeman@orlandomagic.com	Michael Houseman Principal Baker Barrios Architects Inc. 189 S. Orange Ave., Suite 1700, Orlando, , 32801 +1 407 9263000 mhouseman@bakerbarrios.com	$500,000	30%	12/31/2014
NCSU Wolf Ridge Centennial Campus Student Housing, Raleigh NC	Tim Luckadoo Associate Vice Chancellor - Student Affairs North Carolina State University Campus Box 7216, 2321 Stinson Drive, NCSU Campus Raleigh, NC, 27695-7232 +1 919 5153088 tim_luckadoo@ncsu.edu	Katherine Peele LS3P Associates Ltd 227 W. Trade Street, Suite 700, Charlotte, NC, 28202 +1 919 8292700 katherinepeele@ls3p.com	$111,659,650	95%	3/31/2014
Onslow County Albert J. Ellis Airport, Richlands, NC	Chris White Airport Director County of Onslow 264 Albert J. Ellis Airport Rd., Richlands, NC, 28574 +1 910 3241100 chriswhite@onslowcountync.gov	Tom Slater RS&H 8601 Six Forks Road, Suite 280, Raleigh, NC, 27615 +1 919 2479242 tom.slater@rsandh.com	$17,500,000	20%	7/15/2014
RDU Airport Terminal I Renovations, RDU Airport, NC	Dave Powell Director, Major Capital Improvements Program Raleigh Durham Airport Authority P.O. Box 80001, RDU Airport, NC, 27623 +1 919 8402100 dave.powell@rdu.com	Donna Francis Pearce Brinkley Cease & Lee PA (PBCL) 333 Fayetteville St. Mall, Raleigh, NC, 27601 +1 919 8369751 dfrancis@clarkestein.com	$39,437,780	45%	11/1/2013
Onslow Memorial Hospital ED Renovation & Addition, Jacksonville, NC	Mike Holdren Facility and Engineering Services Onslow Memorial Hospital 317 Western Boulevard, Jacksonville, NC, 28546 +1 910 5772371 michael.holdren@onslow.org	Keith Fleming Vice President Onslow Memorial Hospital 1435 W Morehead St, Suite 110, Charlotte, NC, 28208 +1 704 3347571 kfleming@wilkersonarch.com	$4,000,000	20%	9/15/2014
Cumberland County Detention Center Expansion, Fayetteville, NC	Robert Stanger Cumberland County Engineering Department Cumberland County Board of Commissioners 117 Dick Street, Fayetteville, NC, 28301 +1 910 6787633 rstanger@co.cumberland.nc.us	Russell Giles Vice President Moseley Architects 3000 RDU Center Drive, Suite 217, Morrisville, NC, 27560 +1 704 6972927 rgiles@moseleyarchitects.com	$13,081,334	75%	10/25/2013

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§ 3.5 - On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

** Due to a high volume of projects, we're listing only those managed in Balfour Beatty Construction's East Region.*

Project Name	Owner Reference	Architect	Contract Value	Completion Date	% Completed with own Forces	Primary Facility Type	Division
Headquarters Relocation,	Craig Youst Senior Director, Global Facilities & Real Estate Red Hat 100 East Davie Street, Raleigh, NC, 27601 +1 919 7544398 cyoust@redhat.com	Melissa Carter IA Interior Architects 205 West Wacker Drive, Suite 1500, Chicago, IL, 60606 +1 919 5468800 m.carter@interiorarchitects.com	$26,000,000	6/1/2013	5%	Corporate	Division
Core and Shell, Charlotte, NC	Clifton Cobia President Bissell Development LLC 13850 Ballantyne Corporate Place, Suite 300, Charlotte, NC, 28277 +1 704 2482081 ccobia@bissell-companies.com	Shawn Mottern Project Manager LS3P Associates Ltd 227 W. Trade Street, Suite 700, Charlotte, NC, 28202 +1 704 3717820 shawnmottern@ls3p.com	$31,031,403	9/10/2012	5%	Corporate	Division
Corporate HQ Reloc., Raleigh,	Adam Derbyshire EVP and CEO Salix Pharmaceuticals 8510 Colonnade Center Drive, Raleigh, NC, 27615 +1 919 8621025 adam.derbyshire@salix.com	Chad Parker 530 Hillsborough Street, Raleigh, , 27603 (919) 833-0250 chad_parker@gensler.com	$12,749,985	8/26/2011	5%	Corporate	Division
Headquarters, Raleigh, NC	David Swartzel Facilities Manager Extron Electronics 1230 South Lewis Street, Anaheim, CA, 92805 +1 919 6019431 dswartzel@extron.com	Roger Deitos Project Manager GAA Architect 4 Park Plaza, Suite 120, Irvine, CA, 92614 +1 949 2635521	$14,036,987	12/22/2011	5%	Corporate	Division
Headquarters, Cary, NC	Jim Valade Director Siemens Shared Services, LLC 186 Wood Avenue South, Iselin, NJ, 08830 +1 561 9234585 jim.valade@siemens.com	Jim Smith Vice President Hager Smith Design PA 200 South Dawson Street, PO Box 1308, Raleigh, NC, 27607 +1 919 8215547 jsmith@hagersmith.com	$34,100,000	2/1/2010	5%	Corporate	Division
High School, Columbus, GA	Bobby Hecht Director of Construction Muscogee County School District (MCSD) 1200 Bradley Drive, Columbus, GA, 31901 +1 706 7482584 hecht.robert.g@muscogee.k12.ga.us	Sam Andras Senior Vice President | CFO 2WR 11 9th Street, Suite 120, Columbus, GA, 31901 sam@2wrinc.com	$37,035,000	8/1/2012	5%	PreK-12	Division
Midland, GA	Bobby Hecht Director of Construction Muscogee County School District (MCSD) 1200 Bradley Drive, Columbus, GA, 31901 +1 706 7482584 hecht.robert.g@muscogee.k12.ga.us	Lee Martin 2WR 11 Ninth Street, Suite 120, Columbus, , 31901 +1 706 5716923	$19,158,582	12/12/2012	5%	PreK-12	Division

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Expansion, Norcross, GA	Don Dillon Manager - General Affairs CANON USA, Inc. One Canon PLaza, Lake Success, NY, 11042 +1 616 3284291 ddillon@cusa.canon.com	Peter Newfield Project Manager Gensler Architecture, Design & Planning PC 999 Peachtree Street NE, Suite 1400, Atlanta, GA, 30309 +1 404 5070934 peter_newfield@gensler.com	$10,500,000	9/30/2013	5%	Corporate	Division
Washington, DC	William Nussbaum Executive Vice President, General Counsel National Public Radio (NPR) 635 Massachusetts Avenue, NW, Washington, DC, 20001 +1 202 5132965 wnussbaum@npr.org	Yolanda Cole Senior Principal Hickok Cole Architects 1023 31st St. NW, Washington, DC, 20007 +1 202 6679776 ycole@hickokcole.com	$90,740,303	12/12/2012	5%	Corporate	D.C.
10, Fort Myers, FL	Adam Hinds Vice President Chico's FAS Inc. +1 239 2744429 adam.hinds@chicos.com	Fabian Behague GMA Architects +1 239 2750225 fbehague@gmaarchitect.com	$18,747,362	2/8/2013	5%	Corporate	Division
BUILD-OUT, Boca Raton, FL	Jose Hevia Chief Executive Officer and President Flagler Real Estate Development Corp 2855 LeJeune Road, 4th Floor, Coral Gables, FL, 33134 +1 305 5202309 jose.hevia@flaglerdev.com	Tim Blair Hellmuth, Obata & Kassabaum, PC (HOK) 120 NE 27th Street, Suite 700, Miami, FL, 33137 +1 786 4974520 tim.blair@hok.com	$38,183,064	10/15/2008	5%	Corporate	Division
Headquarters &	Stephen Calkins Sr. Vice President, Business Solutions Division Office Depot, Inc. 6600 North Military Trail, Boca Raton, FL, 33496 +1 561 4387512 steve.calkins@officedepot.com	Tim Blair Hellmuth, Obata & Kassabaum, PC (HOK) 120 NE 27th Street, Suite 700, Miami, FL, 33137 +1 786 4974520 tim.blair@hok.com	$101,600,937	10/20/2008	5%	Corporate	Division
Coral Gables, FL	Eduardo Avila President 396 Alhambra, LLC 2601 South Bayshore Drive, Suite 200, Miami, FL, 33133 +1 305 8570400 eavila@thekeycorp.com	John Fullerton President Fullerton Diaz Architects 396 Altara Avenue, Coral Gables, FL, 33146 +1 305 4424200 jfullerton@fdarchitects.com	$64,090,604	5/1/2012	5%	Corporate	Division
Palm Beach, FL	Bruce Warwick Vice Chairman Related Companies, L.P. 60 Columbus Circle, New York, NY, 10023 +1 212 8011019 bwarwick@related.com	Howard Elkus Principal Elkus Manfredi Architects 300 A Street, Boston, MA, 02210 +1 617 4261300 howardelkus@myorigular.blac kberry.net	$52,500,000	11/21/2008	5%	Corporate	Division
Headquarters, Fort Belvoir, VA	Rick Calloway Chief, Contract Administration Branch, NGA PO U.S. Army Corps of Engineers Headquarters 441 G Street NW, Washington, DC, 20314 +1 202 7617500 rick.calloway@usace.army.mil	Mark Kendall Vice President RTKL Associates Inc. 901 South Bond Street, Baltimore, MD, 21231 +1 410 5376075 mkendall@rtkl.com	$1,378,515,000	4/18/2011	5%	Corporate	D.C.

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Radiological Health, Silver	Shapour Ebadi Deputy Regional Commissioner U.S. General Services Administration (GSA) 2701 Martin Luther King Avenue, SE, Bldg. 40, St. Elizabeths, Washington, DC, 20032 +1 202 5617822 shapour.ebadi@gsa.gov	Ray Symanski Principal RTKL Associates Inc. 2101 L Street, NW, Suite 200, Washington, DC, 20037 +1 202 8334400 rsymanski@rtkl.com	$89,996,000	1/16/2009	5%	Corporate	D.C.
Washington, DC	Wyatt Shoaf Senior Vice President Carr Properties 1776 Eye Street, NW, Suite 500, Washington, DC, 20006 +1 202 3033060 wshoaf@carrprop.com	John Crump Principal SmithGroupJJR 901 K Street, NW, Suite 400, Washington, DC, 20001 +1 202 8422100 john.crump@smithgroupjjr.com	$29,000,000	9/30/2013	5%	Corporate	D.C.
Washington, DC	Roman Iwasiw Vice President, Construction and Development Property Group Partners 20 Westport Rd, P.O. Box 717, Wilton, CT, 06897-0717 +1 646 3568553 riwasiw@pgp.us.com	Phil Kinsella Principal Kevin Roche, John Dinkeloo & Associates 20 Davis Street, Hamden, CT, 06517 +1 203 7777251 kinsella@krjda.com	$97,196,277	7/13/2009	5%	Corporate	D.C.
DC	Bob Schofield Vice President Akridge 601 13th Street, N.W., Suite 300 North, Washington, DC, 20005 +1 202 6383000 bschofield@akridge.com	Rick Moy Hellmuth, Obata & Kassabaum, PC (HOK) 3223 Grace Street, NW, Washington, DC, 20007 +1 202 3386700 rick.moy@hok.com	$50,879,000	5/15/2009	5%	Corporate	D.C.
Arts Complex II, Orlando, FL	Jack Price Assistant Director, Major Projects University of Central Florida UCF Facilities Planning & Construction, 4000 Central Florida Blvd, Bldg 16, Orlando, FL, 32816-3020 +1 407 8232210 jack.price@ucf.edu	Matthew Clear Vice President HKS, Inc. 225 E. Robinson St., Ste. 405, Orlando, FL, 32801 +1 407 8489956 mclear@hksinc.com	$17,874,007	12/29/2010	5%	Higher /	Division
Harbor Branch Research, Ft.	Thomas Donaudy VP for Facilities & University Architect Florida Atlantic University 777 Glades Road, CO #69 Room 101, Boca Raton, FL, 33431 +1 561 2972663 tdonaudy@fau.edu	Ian Nestler Principal PGAL 791 Park of Commerce Boulevard, Suite 400, Boca Raton, FL, 33487 +1 561 9884002 inestler@pgal.com	$13,675,494	9/30/2011	5%	Higher /	Division
College of Medicine, Lake	Jack Price Assistant Director, Major Projects University of Central Florida UCF Facilities Planning & Construction, 4000 Central Florida Blvd, Bldg 16, Orlando, FL, 32816-3020 +1 407 8232210 jack.price@ucf.edu	Chuck Cole Healthcare HuntonBrady Architects 800 N. Magnolia Ave., Suite 800, Orlando, FL, 32803-3252 +1 407 8390888 ccole@huntonbrady.com	$33,335,800	5/12/2010	5%	Higher /	Division
Englewood, FL	Jerry Olivo Assistant Superintendent of District Support Srvs Charlotte County Public Schools 1445 Education Way, Port Charlotte, FL, 33948 +1 941 5755400 jerry_olivo@ccps.k12.fl.us	Jack Williams Director Harvard Jolly 1342 Colonial Boulevard, Building H-60, Fort Myers, FL, 33907 +1 239 2767774 j.williams@harvardjolly.com	$31,600,000	12/15/2011	5%	PreK-12	Division

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Replacement, Phases I & Fort	Gregory Boardman Project Manager III Broward County School Board 1643 North Harrison Parkway, Building H, Sunrise, FL, 33323 +1 754 3211620 gregory.boardman@browardschools.com	Armando Rizo Partner/Registered Architect Rizo Carreño & Partners 2100 Ponce De Leon, #750, Coral Gables, FL, 33134 +1 305 4410885 arizo@rcpdesign.com	$17,164,741	3/31/2009	5%	PreK-12	Division
Partnership Center, Sanford,	Adie Price Director Seminole State College 100 Weldon Blvd., Sanford, FL, 32773 +1 407 7082430 priceai@scc-fl.edu	Philip Trezza Vice President Harvard Jolly 2714 Dr Martin Luther King Jr Street North, St. Petersburg, FL, 33704 +1 727 8964611 p.trezza@harvardjolly.com	$25,897,953	2/22/2010	5%	Higher /	Division
Garage, Davie, FL	Juan Raigosa Project Administrator III Broward College 3501 SW Davie Road, Building 23, Davie, FL, 33314 +1 954 2016977 jraigosa@broward.edu	Mario Cartaya Principal Cartaya and Associates Architects P.A. 2400 East Commercial Boulevard, #415, Fort Lauderdale, FL, 33308 +1 954 7712724 mcartaya@cartayaandassociates.com	$19,200,000	9/24/2009	5%	Higher /	Division
Replacement Project, Orlando,	Kay Syed Sr. Administrator Orange County Public Schools 6501 Magic Way, Bldg. 200, Orlando, FL, 32809 +1 407 3173700 sysek@ocps.net	J. Torbert Partner SchenkelShultz Architecture 101 E Town Place, Suite 800, St. Augustine, FL, 32801 +1 407 8723322 jdtorbert@schenkelshultz.com	$30,279,063	12/18/2008	5%	PreK-12	Division
Charlotte, NC	Larry Pronovost Director of Facility Development and Construction at InfiLaw Systems Charlotte School of Law 1100 5Th Avenue SouthSuite 401, Naples, FL, 24102 +1 239 6594600 lpronovost@infilaw.com	Ben Benson Architect/Partner Jenkins Peer Architects 112 South Tryon Street, Suite 1300, Charlotte, NC, 28284 +1 704 9405913 bbenson@jenkinspeer.com	$12,000,000	7/15/2013	5%	Higher /	Division
Raleigh, NC	Ken Fuller Wake County Public School System 1429 Rock Quarry Road, Suite 116, Raleigh, NC, 27601 +1 919 8568241 kmfuller@wcpss.net	Bill Highsmith Skinner, Lamm & Highsmith 301 Glenwood Ave, Suite 270, Raleigh, NC, 27603 +1 252 2914127 bhighsmith@slhurch.com	$13,551,928	10/30/2008	5%	PreK-12	Division
School, Jamestown, NC	Nicole Kraeowski Guilford County 517 West Market Street, Greensboro, NC, 27401 +1 336 7078417 kraeown@gcsnc.com	Dave Burnett Moseley Architects 3000 RDU Center Drive, Suite 217, Morrisville, NC, 27560 +1 604 7047555	$23,000,000	6/28/2012	5%	PreK-12	Division
Renovation, Greensboro, NC	John Pope Project Architect University of North Carolina (UNC) at Greensboro (UNCG) UNCG-Gray Home Management House, PO Box 26170, Greensboro, NC, 27402-6170 +1 336 3345269 john_pope@uncg.edu	David Welling Woolpert, Inc. 678 Independence Parkway, Suite 100, Chesapeake, VA, 23320 +1 704 5263130 david.welling@woolpert.com	$46,744,284	8/6/2012	5%	Higher /	Division
Durham, NC	Eric Frazier Facilities Electrical Engineer North Carolina Central University 1801 Fayetteville Street, 304 Hoey Administration Bldg., Durham, NC, 27707 +1 919 5306696 efrazier@nccu.edu	Andre Johnson Sr. Associate BBH Design P.O. Box 12697, Research Triangle Park, NC, 27709 +1 919 4594247 ajohnson@bbh-design.com	$16,787,198	8/5/2011	5%	Higher /	Division

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Raleigh, NC	Mike Barrss Asst. Super of Facilities D.H. Griffin Wrecking Co., Inc. 1954 Raeagle Avenue, Orlando, FL, 32808 +1 919 8562800 mb.arrss@wcpss.net	Bill Highsmith Skinner, Lamm & Highsmith 301 Glenwood Ave, Suite 270, Raleigh, NC, 27603 +1 252 2914127 bhighsmith@slharch.com	$19,533,714	11/30/2009	5%	PreK-12	Division
Hill, NC	Guy Chamberlain Asst. Superintendent Charlotte Mecklenburg Schools 3301 Stafford Drive, Charlotte, NC, 28208 +1 980 3436175 g.chamberlain@cms.k12.nc.us	Jerry Focht Senior Associate Little Diversified Architectural Consulting 5815 Westpark Drive, Charlotte, NC, 28217 +1 704 5613266 jfocht@littleonline.com	$42,920,703	4/1/2010	5%	PreK-12	Division
Charlotte, NC	John Nelson University of North Carolina (UNC) - Charlotte (UNCC) 9201 University City Boulevard, Charlotte, NC, 28223-001 +1 704 5472114 jnelson@email.uncc.edu	Thom Tonelli PWA Group 2 Nations Bank Plaza, 101 South Tryon Street, Charlotte, NC, 28280 +1 704 3327004 t.tonelli@pwagroup.com	$55,739,383	6/15/2009	5%	Higher /	Division
Center, Durham, NC	Shawn Subasic Director of Design and Construction Duke University School of Medicine P.O. Box 3019 DUMC, Durham, NC, 27710 +1 919 2868314 subas001@mc.duke.edu	Ray Weaver S/L/A/M Collaborative , , +1 860 6578077 weaver@slamcoll.com	$25,000,000	11/1/2012	5%	Higher /	Division
Science Building, Chapel Hill,	Bruce Runberg Associate Vice Chancellor for Facilities Planning University of North Carolina (UNC) at Chapel Hill C.B. #1090, Giles F. Horney Building, 103 Airport Drive, Chapel Hill, NC, 27599-1090 +1 919 9627248 bruce_runberg@unc.edu	Bill Boghosian Associate Wilson Architects, Inc. 374 Congress Street, Suite 400, Boston, MA, 02210 +1 919 9293300 bboghosian@wilsonarch.com	$68,468,308	9/17/2010	5%	Science	Division
School Comprehensive,	Roberto Pacheco Director, OCPS Facilities and Construction Contracting Orange County Public Schools 6501 Magic Way, Bldg 1008, Orlando, FL, 32809 +1 407 3173700x5016 roberto.pacheco@ocps.net	Mark Kaiser DLR Group 100 East Pine Street, Suite 404, Orlando, FL, 32804 +1 407 8034921	$13,439,330	11/20/2012	5%	PreK-12	Division
Replacement Cafeteria,	Gregory Boardman Project Manager III Broward County School Board 1643 North Harrison Parkway, Building H, Sunrise, FL, 33323 +1 754 3211620 gregory.boardman@browardschools.com	Naomi Harrison Architect MC Harry & Associates, Inc. 2760 SW Douglas Road, Suite 302, Miami, FL, 33133 +1 305 4453765x122 nharrison@mcharry.com	$9,672,481	1/24/2011	5%	PreK-12	Division
School, Fort Lauderdale, FL	Charles Ricks Project Manager III Broward County School Board 1643 North Harrison Parkway, Building H, Sunrise, FL, 33323 +1 754 3211602	Jose Murguido Vice President Zyscovich, Inc. 100 N. Biscayne Blvd, 27th Floor, Miami, FL, 33132 +1 305 3725222 jose@zyscovich.com	$19,399,957	8/31/2012	5%	PreK-12	Division
Center Ph 2E,3A,3B, Lake	Kirk Stetson Manager Facilities Planning Palm Beach State College 4200 Congress Avenue, Lake Worth, FL, 33461 +1 561 8883481 stetsonk@palmbeachstate.edu	Philip Luchner Sr. Vice President Stephen Bonuff, AIA Architects & Planners, Inc. 901 Northpoint Parkway, Suite 101, West Palm Beach, FL, 33407 +1 561 4719520 pluchner@sba-arch.com	$18,100,000	1/31/2013	5%	Higher /	Division
Sunrise, FL	Gregory Boardman Project Manager III Broward County School Board	Roger Bolling Sr. Architect/Director of Education Design Studio Song & Associates, Inc.	$24,829,540	8/13/2009	5%	PreK-12	Division

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	1643 North Harrison Parkway, Building H, Sunrise, FL, 33323 +1 754 3211620 gregory.boardman@browardschools.com	400 Australian South, 6 floor, West Palm Beach, FL, 33401 +1 561 6652423 rooling@songandassociatee.com					
of America Center, Charlotte,	Tim Brooks Sr. Construction Project Manager Bank of America 525 N. Tryon St., NC1-023 04-03, Charlotte, NC, 28255 +1 980 3872852 timothy.d.brooks@bankofamerica.com	Jeff Purdy Smallwood, Reynolds, Stewart, Stewart & Associates 3565 Piedmont Road, Suite 303, Atlanta, GA, 30305 +1 404 2335453 jpurdy@srssa.com	$62,669,621	9/21/2009	5%	Hospitality	Division
Tier IV Data Center, Charlotte,	Bill Hailey Senior Project Manager Wells Fargo 550 South Tryon Street, Charlotte, NC, 28202 +1 704 3744437 bill.hailey@wellsfargo.com	John Walker Little & Associates 5815 Westpark Drive, Charlotte, NC, 28217 +1 704 5256350 jwalker@littleonline.com	$107,053,725	11/1/2009	5%	Critical	Division
Center, Greensboro, NC	Sandra Woodard Interim Property Management Administrator Guilford County 301 West Market Street, Suite 400, Greensboro, NC, 27401 +1 336 6413722 swoodar@co.guilford.nc.us	Russell Giles Vice President Moseley Architects 3000 RDU Center Drive, Suite 217, Morrisville, NC, 27560 +1 704 6972927 rgiles@moseleyarchitects.com	$84,895,359	12/15/2012	5%	Justice	Division
Dining Searle Center, Durham,	Shawn Subasic Director of Design and Construction Duke University School of Medicine P.O. Box 3019 DUMC, Durham, NC, 27710 +1 919 2868314 subas001@mc.duke.edu	Lucien Roughton Roughton, Nicholson & De Luca Architects, P.A. 3608 University Dr., Suite 204, Durham, NC, 27707 +1 919 4901266 lroughton@rndpa.com	$11,000,000	11/21/2012	5%	Healthcare	Division
Zebra Data Center, Charlotte,	Susie Glass Time Warner Cable 7910 Crescent Executive Drive, Charlotte, NC, 28217 +1 704 7313133 susie.glass@twcable.com	John Walker Little & Associates 5815 Westpark Drive, Charlotte, NC, 28217 +1 704 5256350 jwalker@littleonline.com	$82,638,955	10/12/2012	5%	Critical	Division
Steam Plant, Durham, NC	Paul Manning Dir. Project Management Duke University PO Box 90144, 114 S. Buchanan Blvd., Durham, NC, 27708 +1 919 6604221 paul.o.manning@duke.edu	Brian Dautel Associate SmithGroupJJR 901 K Street, NW, Suite 400, Washington, DC, 20001 +1 919 2940921 brian.dautel@smithgroupjjr.com	$16,129,173	3/26/2010	5%	Higher /	Division
(Building D) - Day 2, Cary, NC	Chad Ruehle SAS Institute 100 SAS Campus Drive, V470, Cary, NC, 27513-2414 +1 919 6778000	John Walker Little & Associates 5815 Westpark Drive, Charlotte, NC, 28217 +1 704 5256350 jwalker@littleonline.com	$20,097,515	6/20/2013	5%	Critical	Division
Bed Tower, Smithfield, NC	Kyle McDermott Vice President Johnston Memorial Hospital Authority 509 N. Bright Leaf Blvd, Smithfield, NC, 27577 +1 919 9387115 kmcdermott@johnstonhealth.org	Steven Reutter Associate Architect Johnson Johnson Crabtree Architects 4551 Trousdale Drive, Nashville, TN, 37204 +1 615 5777864 sreutter@jca.com	$43,240,745	5/12/2011	5%	Healthcare	Division

Renovations, RDU Airport, NC	Dave Powell Director, Major Capital Improvements Program Raleigh Durham Airport Authority P.O. Box 80001, RDU Airport, NC, 27623 +1 919 8402100 dave.powell@rdu.com	Donna Francis Pearce Brinkley Cease & Lee PA (PBCL) 333 Fayetteville St. Mall, Raleigh, NC, 27601 +1 919 8369751 dfrancis@clarknexsen.com	$39,427,780	10/1/2013	5%	Airports	Division
Raleigh, NC	R. Timothy Ashby Facilities Project Manager Wake County +1 919 8566661 roger.ashby@wakegov.com	Scott Hemlock Hellmuth, Obata & Kassabaum, PC (HOK) Canal House, 3223 Grace St., N.W., Washington, DC, 20007 +1 202 3398700 scott.hemlock@hok.com	$148,403,358	5/1/2013	5%	Justice	Division
Expansion, Raleigh, NC	Larry Wheeler Director of Planning and Design North Carolina Museum of Art 2110 Blue Ridge Road, Raleigh, NC, 27607 +1 919 6646767 larry.wheeler@ncdcr.gov	Clymer Cease, AIA, LEED AP Operations Director, Principal Pearce Brinkley Cease & Lee PA (PBCL) 333 Fayetteville Street, Suite 1000, Raleigh, NC, 27601 +1 919 8281876 ccease@clarknexsen.com	$68,304,464	6/30/2010	5%	Civic	Division
Center CoLocation, Charlotte,	Ray Caponi Director Regional Facility Engineering Peak 10 8910 Lennox Point Drive, Charlotte, NC, 28273 +1 704 2641076 ray.caponi@peak10.com	John Carew RS&H 10748 Deerwood Park Boulevard South, Jacksonville, FL, 32256-0597 +1 904 2562332 john.carew@rsandh.com	$10,486,551	11/5/2012	5%	Critical	Division
TEMF, Ft Bragg, NC	Karl Gabzdyl Administrative Contracting Officer (ACO) U.S. Army Corps of Engineers-Savannah Building C-2343, Campobello Street, Fort Bragg, NC, 28310 +1 910 3969124 karl.a.gabzdyl@usace.army.mil	Clark Nexsen	$10,477,000	9/30/2013	5%	Ancillary	D.C.
TEMF, Ft Bragg, NC	Karl Gabzdyl Administrative Contracting Officer (ACO) U.S. Army Corps of Engineers-Savannah Building C-2343, Campobello Street, Fort Bragg, NC, 28310 +1 910 3969124 karl.a.gabzdyl@usace.army.mil	Clark Nexsen	$18,964,000	12/18/2012	5%	Ancillary	D.C.
Fort Lee, VA	Anthony Weaver Area Engineer U.S. Army Corps of Engineers-Norfolk USACE, Ft. Lee BRAC Area Office, CVAO, Building 5206, 930 20th Street, Fort Lee, VA, 23801 +1 804 7344041 anthony.j.weaver@usace.army.mil	Michael Zajkowski Principal Hellmuth, Obata & Kassabaum, PC (HOK) 3233 Grace Street, NW, Washington, DC, 20007 +1 202 3398700 michael.zajkowski@hok.com	$110,100,000	5/12/2009	5%	Higher /	D.C.
Washington, DC	Harry Debes Project Executive U.S. General Services Administration (GSA) 301 7th Streets, SW, Suite 2002, Washington, DC, 20407 +1 202 2609583 harry.debes@gsa.gov	James Wright Principal PageSoutherlandPage (PSP) 3101 Wilson Blvd., Suite 300, Arlington, VA, 22201 +1 703 4655395 jwright@pepaec.com	$51,169,778	1/28/2010	5%	Science	D.C.

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I, Fort Lee, VA	John Barr U.S. Army Corps of Engineers - Norfolk +1 757 2017551	Bradley Schiltz Vice President HNTB 1615 M Street, NW, 7th Floor, Washington, DC, 20036 +1 202 6541017 bschultz@hntb.com	$196,500,000	2/18/2010	5%	Higher /	D.C.
Room Upgrade, Bethesda, MD	Craig Hamer Commanding Officer, DICC Bethesda NAVFAC Virginia Beach COMNECC, N3, 1575 Gator Blvd, Bldg. 3504, JEB Little Creek Virginia Beach, VA, 23459 +1 757 4624316ext201 craig.hamer@navy.mil	Tom Briggs Principal HKS, Inc 1919 McKinney Avenue, Dallas, TX, 75201 +1 214 9695599 tbriggs@hksinc.com	$49,595,866	8/16/2012	5%	Healthcare	D.C.
Security Perimeter,	Bonnie Echoles Contracting Officer U.S. General Services Administration (GSA) 2701 Martin Luther King Avenue, SE, Bldg. 40, St. Elizabeths, Washington, DC, 20032 +1 202 5617821 bonnie.echoles@gsa.gov	Jane Cameron Perkins + Will 330 North Wasbash Ave., Suite 3600, Chicago, IL, 60611 +1 312 7550770	$55,566,400	9/4/2013	5%	Ancillary	D.C.
Phase 1B Tunnels,	Bonnie Echoles Contracting Officer U.S. General Services Administration (GSA) 2701 Martin Luther King Avenue, SE, Bldg. 40, St. Elizabeths, Washington, DC, 20032 +1 202 5617821 bonnie.echoles@gsa.gov	Jane Cameron Perkins + Will 330 North Wasbash Ave., Suite 3600, Chicago, IL, 60611 +1 312 7550770	$24,595,000	9/30/2012	5%	Ancillary	D.C.
Complex, Ft Eustis, VA	Michael Bullock U.S. Army Corps of Engineers-Norfolk 803 Front Street Norfolk, VA, 23510-1096 +1 757 8781382 michael.j.bullock@usace.army.mil	Greg Monnig Project Director Woolpert, Inc. 4454 Idea Center Blvd., Dayton, OH, 45430-1500 +1 937 5311481 greg.monnig@woolpert.com	$18,618,720	5/31/2012	5%	Multi-Family	D.C.
VA	Paul Sowter Senior Vice President of Development Vornado/Charles E. Smith 2345 Crystal Drive, Suite 1000, Arlington, VA, 22202 +1 703 7698200 psowter@vno.com	Anthony Hill Project Architect Dorsky Hodgson Parrish Yue 1825 K Street NW, Suite 500, Washington, DC, 20006 +1 202 7760400 ahill@dhpy-arch.com	$67,279,308	8/27/2009	5%	Multi-Family	D.C.
National Harbor, Oxon Hill, MD	Raymond Carter II Director, Development, Planning and Construction Wyndham Worldwide 8427 South Park Circle, Suite 500, Orlando, FL, 32819 +1 407 8264571 raymond.carter@wyn.com	M. Durwood Dixon Managing Principal WDG Architecture 1025 Connecticut Ave., NW, Suite 300, Washington, DC, 20036 +1 202 8578300 ddixon@wdgarch.com	$77,100,000	8/28/2009	5%	Multi-Family	D.C.
Security Facility, Independence,	Kimberley Lipp Chief Construction and Administrative Officer Virginia Department of Corrections 6900 Atmore Drive, Richmond, VA, 23225 +1 804 6743102x1206 kimberley.lipp@vadoc.virginia.gov	Taylor Muniz Vice President Moseley Architects 3200 Norfolk Street, Richmond, VA, 23230 +1 804 7947555 tmuniz@moseleyarchitects.com	$38,425,000	8/31/2011	5%	Justice	D.C.
Building, Chevy Chase, MD	Jon Olson Boston Properties Inc. 505 9th Street, NW, Suite 800, Washington, DC, 20004 +1 202 5850861 jolson@bostonproperties.com	Bob Evans Evans Heintges Architects 128 Fifth Avenue, 8th Floor, New York, NY, 10011 +1 212 6522987 bevans@eharch.com	$42,610,000	5/26/2009	5%	Retail	D.C.

Regional Jail Exp and Reno,	Gerald McPeak Superintendent New River Valley Regional Jail Authority 106 Baker Road, Dublin, VA, 24084 +1 540 6432001 gmcpeak@nrvrj.org	Bill King Thompson & Litton, Inc. 100 5th Street, Suite 400, Bristol, VA, 37620 +1 423 9899491 bking@t-l.com	$55,200,000	2/17/2010	5%	Justice	D.C.
Center and Hotel, Fairfax, VA	Thomas Calhoun Vice President, Facilities George Mason University 4400 University Drive, MS 1E4, Fairfax, VA, 22030 +1 703 9939457 tcalhou2@gmu.edu	Jeff Barber Managing Director and Principal Gensler Architecture, Design & Planning PC 2020 K St. NW, Suite 200, Washington, DC, 20006 +1 202 7215283 jeff_barber@gensler.com	$53,632,000	6/8/2010	5%	Hospitality	D.C.
Staunton, VA	Joe Cronin Director of Architecture and Engineering VA Dept. of Behavioral Health & Developmental Services 1220 Bank Street, 7th Floor, P.O. Box 1797 (zip 23218), Richmond, VA, 23219 +1 804 2254650 joe.cronin@dbhds.virginia.gov	Bill Upton President Ballou Justice Upton & Associates 2402 N. Parham Road, Richmond, VA, 23229 +1 804 2701443 bupton@bjuarchitects.com	$117,800,000	6/24/2013	5%	Healthcare	D.C.
Facility, Chesapeake, VA	John Miller NAVFAC Construction Manager NAVFAC Mid-Atlantic 9742 Maryland Avenue, Building D, Norfolk, VA, 23511 +1 757 3221030 john.c.miller4@navy.mil	Taylor Muniz Vice President Moseley Architects 3200 Norfolk Street, Richmond, VA, 23230 +1 804 7947555 tmuniz@moseleyarchitects.com	$61,637,000	6/15/2011	5%	Justice	D.C.
George Mason University,	Thomas Calhoun Vice President, Facilities George Mason University 4400 University Drive, MS 1E4, Fairfax, VA, 22030 +1 703 9939457 tcalhou2@gmu.edu	Jeff Barber Managing Director and Principal Gensler Architecture, Design & Planning PC 2020 K St. NW, Suite 200, Washington, DC, 20006 +1 202 7215283 jeff_barber@gensler.com	$47,497,000	12/15/2011	5%	Multi-Family	D.C.
Structure, Bethesda, MD	Craig Hamer Commanding Officer, OIC Bethesda NAVFAC Virginia Beach COMNECC, N3, 1575 Gator Blvd, Bldg. 3504, JEB Little Creek Virginia Beach, VA, 23459 +1 757 4824316ext201 craig.hamer@navy.mil	Tom Briggs Principal HKS, Inc. 1919 McKinney Avenue, Dallas, TX, 75201 +1 214 9895599 tbriggs@hksinc.com	$24,135,408	8/5/2011	5%		D.C.
UT	James Simms Deputy Chief RSFO U.S. Army Corps of Engineers Baltimore District 300 Sentinel Drive, Suite 400, Annapolis Junction, MD, 20701 +1 410 8540728 james.l.simms@usace.army.mil	Tom Reed Principal / Senior Director KlingStubbins 2301 Chestnut Street, Philadelphia, PA, 19103 +1 215 5695958 treed@klingstubbins.com	$1,196,500,000	9/24/2013	5%	Critical	D.C.
Springfield, VA	Kerry Nickerson Executive Vice President Miller Global Properties 4643 South Ulster Street, Suite 1500, Denver, CO, 80237 +1 303 7730369 kerry.nickerson@millerglobal.com	Khrysti Uhrin Cooper Carry 625 N. Washington Street, Suite 200, Alexandria, VA, 22314 +1 703 5196152 khrystiluhrin@coopercarry.com	$31,533,769	7/31/2013	5%	Hospitality	D.C.
& 15 Gate Exp., Chantilly, VA	Kenneth Lueth Metropolitan Washington Airports Authority 1 Aviation Circle, Suite 154, Washington, DC, 20001-6000 +1 703 5723472 kenneth.lueth@mwaa.com	Morgan Williams Design Principal Hellmuth, Obata & Kassabaum, PC (HOK) 3223 Grace Street, NW, Washington, DC, 20007 +1 202 3398701 morgan.williams@hok.com	$128,935,000	10/31/2008	5%	Airports	D.C.

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Bragg, NC	Ruben Del Rio Project Manager U.S. Army Corps of Engineers-Savannah PO Box 889, Attn: CESAS-CT Savannah, GA, 31402 +1 912 6526100 ruben.delrio@usace.army.mil	Steve Pearson Director of Military Programs H&A Architects and Engineers (formerly Hankins & Anderson) 5712 Cleveland Street, Suite 200, Virginia Beach, VA, 23462 +1 757 2136040 s.pearson@haengineers.com	$13,744,000	9/25/2012	5%	Ancillary	D C
Administrative Headquarters,	Robert Pelham Assistant Director of Engineering Toho Water Authority 101 Church Street, Kissimmee, FL, 34741 (407) 944-5132 rpelham@tohowater.com	Eric Kleinsteuber Vice President KZF Design 2101 Park Center Drive, Suite 290, Suite 715, Orlando, FL, 32835-7608 +1 407 2981988 eric.kleinsteuber@kzf.com	$10,751,404	6/6/2010	5%	Sewage	Division
III, Jacksonville, FL	Bob Molle Director Planning and Development Jacksonville Aviation Authority P.O. Box 18018, Jacksonville, FL, 32229-0018 +1 904 7412405 bmolle@jea.aero	Dan Clayton Vice President Reynolds Smith & Hills, Inc. 10748 Deerwood Park Blvd. South, Jacksonville, FL, 32256 +1 904 2562338 dan.clayton@rsandh.com	$105,000,000	10/31/2012	5%	Airports	Division
Headquarters, Cape Coral, FL	Charles Pavlos Director of Public Works City of Cape Coral 1015 Cultural Park Blvd., Cape Coral, FL, 33990 +1 239 5740791 cpavlos@capecoral.net	Ian Reeves Associate AIA, Vice President Architects Design Group, Inc. 333 North Knowles Ave., Winter Park, FL, 32789 +1 407 6471706 iahr@adgusa.org	$19,114,414	10/1/2009	5%	Justice	Division
Expansion, Fort Myers, FL	Jim Lavender Director of Public Works Lee County Department of Public Works 1500 Monroe Street, Fort Myers, FL, 33901 +1 239 5338301 lavendjh@leegov.com	Kevin Williams Project Manager BSSW Architects, Inc 1500 Jackson Street, Suite 200, Fort Myers, FL, 33901 +1 239 2783838 kevinw@bsswarchitects.com	$38,000,000	6/30/2009	5%	Justice	Division
The Peabody Orlando),	Marty Belz Chairman of the Board / President Peabody Hotel Group 5118 Park Avenue, Suite 249, Suite 249, Memphis, TN, 38117 +1 901 7625466 mbelz@phg.net	Lynn Hill V.P Project Director SCA Design Group, Inc 1412 Trovillion Ave., Winter Park, FL, 32789 +1 321 2821318 lhill@scadg.com	$251,408,799	1/9/2011	5%	Hospitality	Division
Innovation Village Apt, Boca	Thomas Donaudy VP for Facilities & University Architect Florida Atlantic University 777 Glades Road, CO #69 Room 101, Boca Raton, FL, 33431 +1 561 2972663 tdonaudy@fau.edu	Joby Balint Associate Principal PGAL 701 Park of Commerce Boulevard, Suite 400, Boca Raton, FL, 33487 +1 561 9864002ext25 jbalint@pgal.com	$66,455,092	5/1/2011	5%	Multi-Family	Division
Football Stadium, Boca Raton,	Thomas Donaudy VP for Facilities & University Architect Florida Atlantic University 777 Glades Road, CO #69 Room 101, Boca Raton, FL, 33431 +1 561 2972663 tdonaudy@fau.edu	J. Michael Drye Associate HKS, Inc. 2100 East Cary Street, Suite 100, Richmond, VA, 23223 +1 804 6448400 mdrye@hksinc.com	$50,213,853	10/7/2011	5%	Civic	Division
Communications/EOC,	Frank Anderson Director of Architectural Services 110 W. Neptune Road, Kissimmee, FL, 34744 +1 407 9621310 fand@osceola.org	Susan Gantt Project Architect Architects Design Group, Inc., 333 North Knowles Ave., Winter Park, FL, 32789 +1 407 6471706 susang@architectsdesigngroup.com	$18,141,589	5/28/2009	5%	Civic	Division

Annex & Main Unit Ex, Mayo, Fl	Roy Phelps Asst. Bureau Chief Florida Department of Corrections 2601 Blair Stone Road, Tallahassee, FL, 32399 +1 850 4104109 phelps.roy@mail.dc.state.fl.us	Ned Terry Architect Supervisor Florida Department of Corrections 2601 Blair Stone Road, Tallahassee, FL, 32399 +1 850 4104217 terry.ned@mail.dc.state.fl.us	$70,800,000	3/10/2010	5%	Justice	Division
- Kidani Village, Lake Buena	Bruce MacDonald Construction Manager Walt Disney Imagineering P.O. Box 10321, Trailer W229, Lake Buena Vista, FL, 32830-0321 +1 407 8274775 bruce.d.macdonald@disney.com	Darcy Garneau Managing Principal EDI Architecture, Inc. 2800 Post Oak Blvd., Suite 3800, Houston, TX, 77056 +1 713 7890395ext250 darcy.garneau@ediarchitecture.com	$160,800,000	6/29/2009	5%	Hospitality	Division
Widening, City of Cape Coral,	Steve Neff Director of Public Works City of Cape Coral 1015 Cultural Park Blvd., Cape Coral, FL, 33990 +1 239 5740702 sneff@capecoral.net	Tom Giles President Avalon Engineering 2503 Del Prado Blvd., Suite 200, Cape Coral, FL, 33904 +1 239 5732077 tom@avaloneng.com	$28,043,444	5/5/2011	5%	rt	Division
Parliament Hall, Boca Raton,	Robert Richman Director Florida Atlantic University 777 Glades Road, Building CO 69, Room 109, Boca Raton, FL, 33431 +1 561 2973166 richman@fau.edu	Ian Nestler Principal PGAL 791 Park of Commerce Boulevard, Suite 400, Boca Raton, FL, 33487 +1 561 9884002 inestler@pgal.com	$29,222,818	7/18/2013	5%	Multi-Family	Division

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TRAVELERS

November 1, 2013

Ms. Tracy Ray
Bennett Hospitality
17 Lockwood Drive
Rice Building Suite 400
Charleston, SC 29401

RE: **Hotel at Marion Square**
Charleston, SC

Dear Ms. Ray:

Balfour Beatty Construction, LLC requests consideration to provide Construction Management Services for the referenced project. In this regard, they have asked us to provide a letter outlining evidence of their single and aggregate bonding capacities.

Travelers Casualty and Surety Company of America serves as the lead surety for **Balfour Beatty Construction, LLC** in a co-surety for a program arranged with the following sureties: Travelers Casualty and Surety Company of America with an A.M. Best Rating of A+ XIV, Fidelity and Deposit Company of Maryland (a subsidiary of Zurich Financial Services Group) with an A.M. Best Rating of A+ XV, Liberty Mutual Insurance Company with an A.M. Best Rating of A XV, and Federal Insurance Company (a Subsidiary of the Chubb Group of Insurance Companies based in Warren, New Jersey) with an A.M. Best Rating of A++ XV. Each of these sureties is admitted and licensed to do business in all fifty states and the District of Columbia, as well as serving as an integral part of the overall co-surety program for **Balfour Beatty Construction, LLC**.

This is to advise that as co-surety partners, we have approved bonds on individual projects in excess of $300,000,000 with a total aggregate bond limit established at $6,250,000,000. Based on the information provided at this time, the current available bonding capacity is approximately $2,365,400,000. **Balfour Beatty Construction, LLC's** bond program has a blended base rate of $6.80 per thousand for General Construction. The base rates apply to projects with a completion time up to 24 months and a warranty period up to 12 months.

Please understand that authorizations or approval of any bonds are subject to our standard underwriting at the time of the individual bond request, including a review of acceptable bond forms, contract financing, contract terms, and other standard underwriting considerations.

Our consideration and issuance of bonds is a matter solely between **Balfour Beatty Construction, LLC** and ourselves, and we assume no liability to third parties or to you by the issuance of this letter.

Sincerely,

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

Carol S. Card

Carol S. Card
Attorney-in-Fact

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WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

POWER OF ATTORNEY

TRAVELERS

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 225134

Certificate No. 005304986

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Matthew W. Varner, Jennifer B. Gullett, Catherine Thompson, Walter Caldwell, Carol S. Card, and Amy Waugh

of the City of Charlotte, State of North Carolina, their true and lawful Attorney(s)-In-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 13th day of December, 2012

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

By: _____
Robert L. Raney, Senior Vice President

State of Connecticut
City of Hartford ss.

On this the 13th day of December 2012, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.

MARIE C. TETREAULT NOTARY PUBLIC CONNECTICUT

Marie C. Tetreault
Marie C. Tetreault, Notary Public

58440-8-12 Printed in U.S.A.

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WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 1st day of November, 2013

Kevin E. Hughes, Assistant Secretary

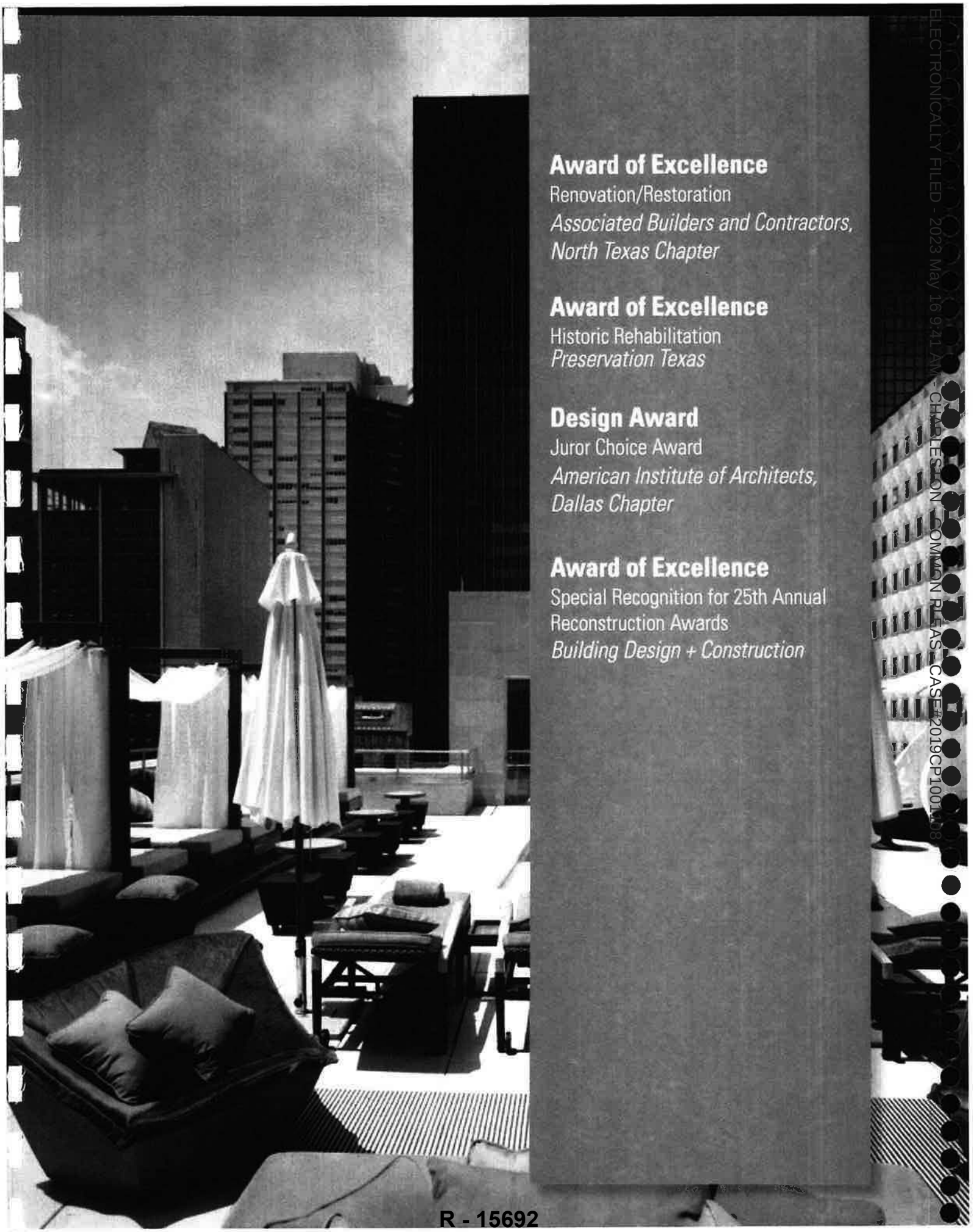
To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

The Joule Hotel, Dallas, TX

Balfour Beatty
Construction

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Award of Excellence
Renovation/Restoration
Associated Builders and Contractors, North Texas Chapter

Award of Excellence
Historic Rehabilitation
Preservation Texas

Design Award
Juror Choice Award
American Institute of Architects, Dallas Chapter

Award of Excellence
Special Recognition for 25th Annual Reconstruction Awards
Building Design + Construction

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I. Proposed Fee for Preconstruction Services Provide a lump sum fee for Preconstruction services for the entire program covering all aspects of providing the services as described in this RFP. Include items such as, estimating, scheduling, printing, consultant and/or subcontractor fees; all travel costs, general overhead, office supplies, etc.

Our proposed fee for preconstruction services is $36,779. Please refer to our Preconstruction Services Proposal below for a breakdown of this fee.

Balfour Beatty
Construction

Hotel at Marion Square
Charleston, SC

PRECONSTRUCTION SERVICES PROPOSAL

November 5, 2013

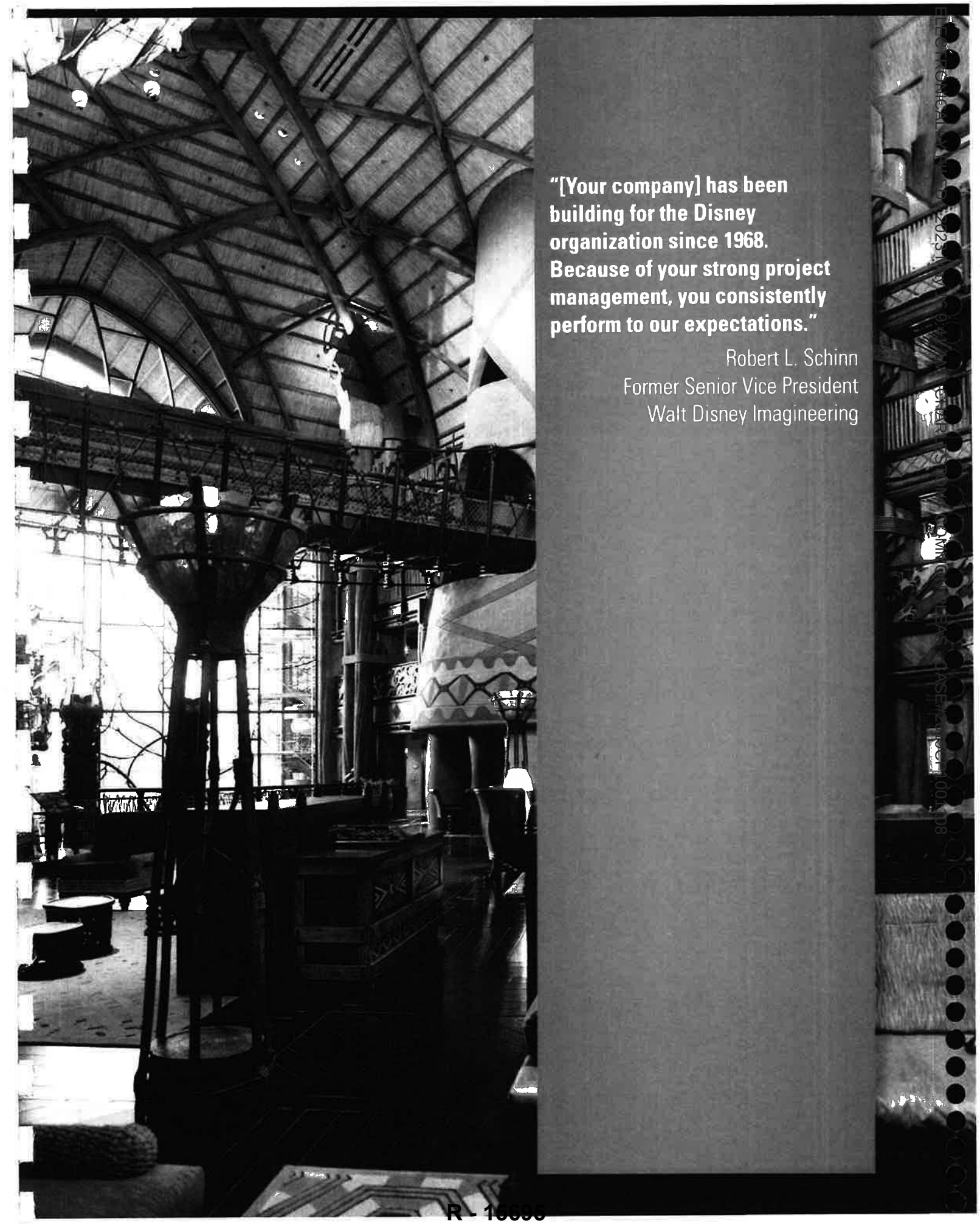
	CD / GMP Estimate	Total
DELIVERABLE COSTS:		
Personnel		
Operations	$11,288	$11,288
Administrative / Preconstruction	$8,900	$8,900
Estimating	$7,840	$7,840
Support Staff	$3,224	$3,224
Consultants	$0	$0
Total Personnel Costs	**$31,252**	**$31,252**
Document Reprographics / Bid Solicitation		
Document Reprographics	$750	$750
Postage & Couriers	$100	$100
Total Document / Bid Solicitation Costs	**$850**	**$850**
TOTAL DELIVERABLE COSTS	$32,102	$32,102
MEETINGS & WORKSHOPS:		
Design Review Meetings:		
Operations	$1,584	$1,584
Administrative / Preconstruction	$712	$712
Estimating	$448	$448
Support Staff	$0	$0
Consultants	$0	$0
Document Reprographics	$150	$150
Total Design Review Meetings	**$2,894**	**$2,894**
TOTAL MEETINGS & WORKSHOPS	$2,894	$2,894
Travel:		
Estimate / Deliverable / Meetings	$1,250	$1,250
Total Travel Expenses	$1,250	$1,250
SUBTOTALS	**$36,246**	**$36,246**
IT Support & Records Retention	$156	$156
Liability Insurance - 1.04%	$377	$377
TOTAL PRECONSTRUCTION SERVICES COSTS	$36,779	$36,779

Disney's Animal Kingdom, Lake Buena Vista, FL

Balfour Beatty
Construction

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Proposed Construction Fee



"[Your company] has been building for the Disney organization since 1968. Because of your strong project management, you consistently perform to our expectations."

Robert L. Schinn
Former Senior Vice President
Walt Disney Imagineering

ELECTRONICALLY FILED - 2023-May-09 09:00:00 - CLERK - Superior Court of California, County of Orange - 30-2021-01208

ELECTRONICALLY FILED - 2023 May 16 9:41 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

J. Proposed Fee for Construction Services

1. Provide a fee percentage based on the Owner-approved GMP to provide comprehensive construction phase services for the project described in this request for proposal. The General Conditions costs to be included are outlined in the attached Project Cost Items Matrix. Items not identified either in the Cost Items Matrix or the Construction Manager's response will be assumed to be included in the Construction Manager's fee.

Our proposed fee percentage for construction services is 2.5% of the final GMP contract value.

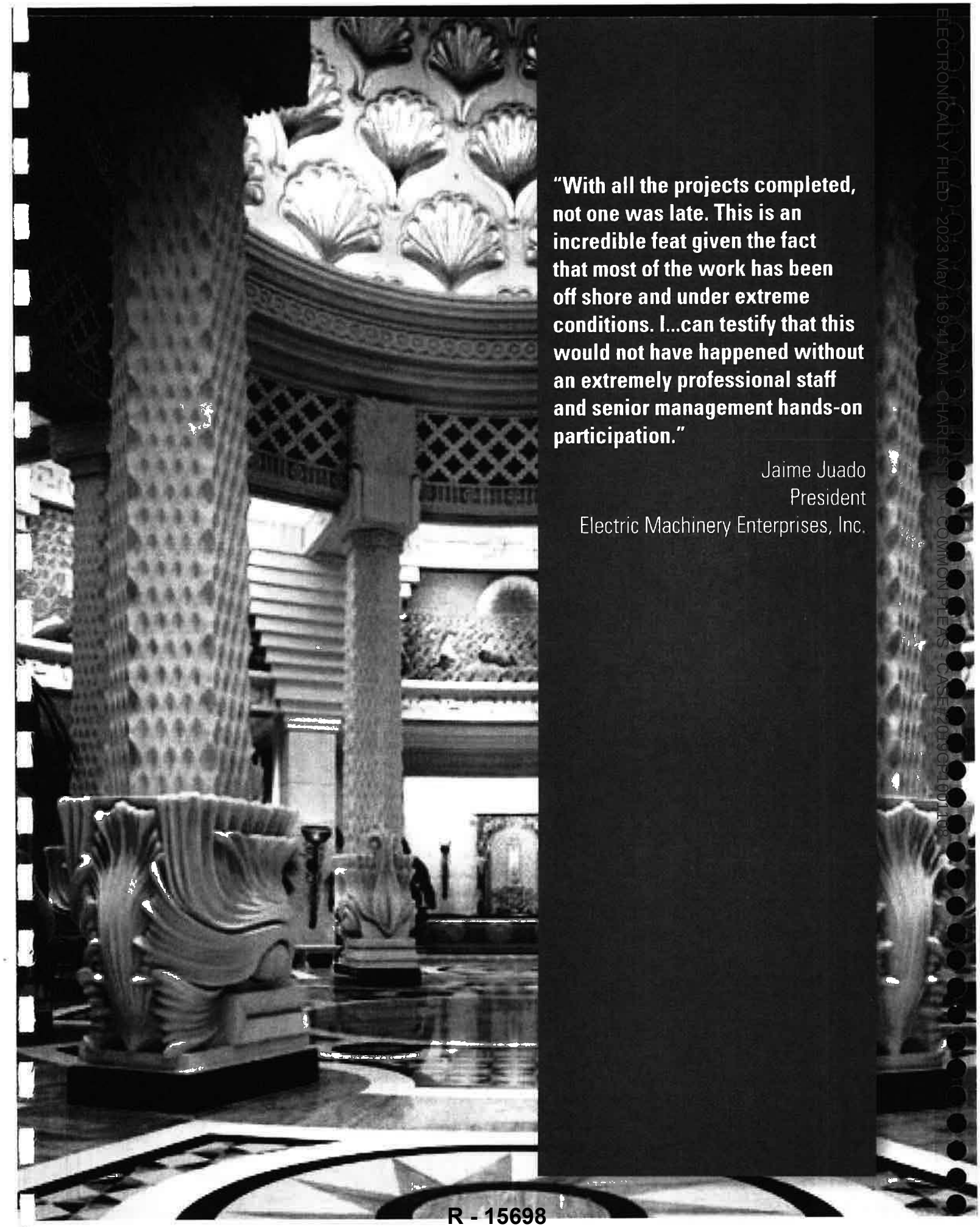
2. Provide a percentage mark-up on the direct costs incurred by subcontractors, or suppliers for Change Orders. The Construction Manager's fee for Change Orders will be the same as the fee established for the GMP.

Subcontractor mark-up on change orders for the Hotel at Marion Square project will be capped at 10%. Construction manager fee on change orders will remain at 2.5%.



Atlantis Paradise Island Resort & Casino, Paradise Island

Balfour Beatty
Construction



"With all the projects completed, not one was late. This is an incredible feat given the fact that most of the work has been off shore and under extreme conditions. I...can testify that this would not have happened without an extremely professional staff and senior management hands-on participation."

Jaime Juado
President
Electric Machinery Enterprises, Inc.

ELECTRONICALLY FILED - 2023 May 16 9:41 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

K. Proposed GMP for General Conditions

The General Conditions costs to be included are outlined in the attached Project Cost Matrix. Please provide a proposed GMP, including all detail for the proposed General Conditions costs. This "General Conditions GMP" will be a separately capped item included in the overall GMP.

Based on the information received within the RFP, dated October 16, 2013, Balfour Beatty Construction proposes a GMP of $2,470,431. Please refer to the attachment on the following pages for a detailed breakdown of the General Conditions GMP based upon the matrix provided.

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ELECTRONICALLY FILED - 2023 May 16 9:41 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Balfour Beatty Construction 11/6/2013

DESCRIPTION	BASIC FEE	GEN CONDS	A/E COST	OWNER COST	DIRECT COST
Project Superintendent(s)		340971			
Assistant Superintendent(s)		396228			
Field Engineer		0			
Corporate Executives	X				
Principal in Charge	X				
Project Executive	X				
Legal (Basic Service)	X				
Project Management		739680			
Accounting	X				
Scheduling		30800			
Life-Cycle Analysis	X				
Energy Management	X				
Production Engineering	X				
Purchasing	X				
Value Engineering	X				
System Development	X				
Estimating	X				
Cost Engineers	X				
Project Coordinator	X				
Project Expeditor	X				
Drafting Detailer	X				
Drawing Checker	X				
Safety Officer	X				
E.E.O. Officer	X				
Secretarial - On Site		In Time Keeper Below			
Clerk- Typist		0			
Mechanical Coordinator		31950			
Electrical Coordinator		In Above			
Project Engineer		153000			
Scheduling Engineer		0			
Time Keeper/Checker		100000			
Safety Engineer		10875			
Superintendents Transportation		95058			
Off-Site Staff Travel Costs	X				
Off-Site Staff Transportation	X				
On-Site Project Manager Transportation		51787			
On-Site Engineers Transportation		0			
Project Staff Moving Expense		16000			
Project Staff Subsistence Costs		176918			
Project Budget Estimating	X				
Project Phasing	X				
II. SAFETY. SECURITY AND					
SERVICES					
Safety Equipment		5000			
First Aid Supplies		20000			
Handrails and Toe Boards		18000			
Opening Protection		By Trades			
Fire Extinguishers/ Fire Watch		6000			
Security Guard/ Watchman Services					X
Weekly Cleanup					X
Final Cleanup					X
Temporary Fencing		7500	Maintence of Existing		
Covered Walkways		9350			
Barricades		By Trades			
Safety Nets		By Trades			
Ambulance Costs		0			
Debris Hauling / Removal					X
Traffic Control		By Trades			
Roadway Maintenance		15000	Street Clean Post Site-work		
Dust Controls		By Sitework			
2-Way Radio Equipment		3600			
Trash Chute & Hoppers		0			
Snow and Ice Removal		0			
III. FACILITIES, EQUIPMENT, AN					
SERVICES					
Office Trailer Rental		23050			
Tool/Utility Trailer Rental		2000			
Water/Ice		2400			
Temp. Lighting/Wiring		By Electrician			
Power Expenses		6000	For Trailer Only		
Temp. Water Services		2750	For Trailer Only		

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Balfour Beatty Construction 11/6/2013

DESCRIPTION	BASIC FEE	GEN CONDS	A/E COST	OWNER COST	DIRECT COST
Temp. Heat Expenses		NA			
Temp. Cooling Expenses		In Trades			
Temp. Toilets/Sewer Services		40820			
Change/Shower Rooms		NA			
Lunch Rooms		1000			
Temp. Stairs		10000			
Temp. Enclosures/Partitions		In Trades			
Projects Signs/Bulletin Boards		2000			
Telephone Expenses*		47444			
Temp. Roads		By Sitework			
Trucks		By Sitework			
Air Compressors		By Trades			
Dewatering Equipment		By Trades			
Generators		By Trades			
Miscell. Equipment		10000			
Fuel/Repairs/Maint.		2000			
IV. VERTICAL HOISTING					
Hoist & Tower Rental					X
Small Material Hoist Rental					X
Hoist Landings and Fronts					X
Hoist Operators					X
Hoist Safety Inspections					X
Hoist Material Skips					X
Hoist Material Hoppers					X
Erect & Dismantle Hoists					X
Fuel /Repairs/Maint.					X
Hoist Communication					X
Crane Rental					X
Crane Operators					X
Crane Safety Inspections					X
Erect & Dismantle Crane					X
Fuel /Repairs/Maint.					X
Crane Raising/Jumping Cost					X
Temp. Elevator Rental					X
Elevator Operations Cost					X
Elevator Repairs & Maint.					X
Cage Rider @ Elevator					X
Safety Inspections					X
Forklift Rental					X
Forklift Operators					X
Forklift Safety Inspections					X
Fuel/Repairs/Maint.					X
Elevator Service Costs					X
V. REPRODUCTION AND					
PRINTING					
Design Phase					
Cost Study Documents			X		
Systems Study Documents			X		
Bid Package Documents			X		
Bidding Instructions			X		
Construction Documents			X		
Postage and Express Costs			X		
As-Built Documents (Drafting)			X		
As-Built Documents (Printing)			X		
Construction Phase					
Accounting Forms	X				
Field Reporting Forms	X				
Contract Agreements	X				
Schedule Report Forms	X				
Contract Agreements	X				
Schedule Report Forms	X				
Estimating Forms	X				
Cost Reporting Forms	X				
Presentation Charts and Graphics	X				
Value Analysis Studies	X				
Data Processing (In-House)	X				
Reference Materials	X				
Duplication Expense (Misc.)		7000			
Shop Drawing Printing		7300			
Maintenance Manuals		Included Above			

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Balfour Beatty Construction 11/6/2013

DESCRIPTION	BASIC FEE	GEN CONDS	A/E COST	OWNER COST	DIRECT COST
Operation Manuals		Included Above			
Special Forms	X				
Postage and Delivery Expense		8400			
VI. QUALITY CONTROL					
Chief Inspector				X	
Field Inspector				X	
Inspectors Office					X
Inspectors Transportation					X
Inspectors Equipment					X
Special Inspection Consultants					X
Special Testing Consultants					X
Concrete Testing				X	
Masonry Testing				X	
Compaction Testing				X	
Welding Inspections				X	
Soils Investigations				X	
Special Testing Services					X
Field Office Supplies/Material		26610			
Project Photographs		12250			
Warranty Inspection Cord.	X				
Air & Water Balancing					X
Operator On-Site Training					X
Prepare Operation Manuals		Included			
Prepare Maint. Manuals		Included			
VII.PERMITS AND SPECIAL					
FEES					
Storage Yard Rental		2500			
Parking Lot Rental		In Below			
Parking Fees		21600			
Curb & Gutter Permits				X	
Sign Permits				X	
Staking & Layout Fees/Costs		7500			
Sidewalk Permits		0			
Landscape Permits				X	
Street/Curb Design Charge				X	
Building Permits		Shown- Executive Summary			
Plan Check Fees				X	
Water Connection Fee*				X	
Sanitary Connection Fee*				X	
Storm Connection Fee*				X	
Gas Service Charge Fee*				X	
Power Service Charge*				X	
Steam Service Charge*				X	
Chiller Water Service Charge*				X	
Special Tap Fees				X	
Contractors Licenses		Included			
Royalties		Included			
Zoning Fees/Consultants				X	
Use Fees		By Trades			
Construction Equip. Licenses		Included			
Construction Equip. Permits		Included			
Association. Fees	X				
		Grand Total 2,470,341			

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K. Proposed GMP for General Conditions

The General Conditions costs to be included are outlined in the attached Project Cost Matrix. Please provide a proposed GMP, including all detail for the proposed General Conditions costs. This "General Conditions GMP" will be a separately capped item included in the overall GMP.

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Purchasing	X				
Value Engineering	X				
System Development	X				
Estimating	X				
Cost Engineers	X				
Project Coordinator	X				
Project Expeditor	X				
Drafting Detailer	X				
Drawing Checker	X				
Safety Officer	X				
E.E.O. Officer	X				
Secretarial - On Site		In Time Keeper Below			
Clerk- Typist		0			
Mechanical Coordinator		31950			
Electrical Coordinator		In Above			
Project Engineer		153000			
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Handrails and Toe Boards		18000			
Opening Protection		By Trades			
Fire Extinguishers/ Fire Watch		6000			
Security Guard/ Watchman Services					X
Weekly Cleanup					X
Final Cleanup					X
Temporary Fencing		7500	Maintence of Existing		
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Barricades		By Trades			
Safety Nets		By Trades			
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Hoist Safety Inspections					X
Hoist Material Skips					X
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Inspectors Transportation					X
Inspectors Equipment					X
Special Inspection Consultants					X
Special Testing Consultants					X
Concrete Testing				X	
Masonry Testing				X	
Compaction Testing				X	
Welding Inspections				X	
Soils Investigations				X	
Special Testing Services					X
Field Office Supplies/Material		26610			
Project Photographs		12250			
Warranty Inspection Cord	X				
Air & Water Balancing					X
Operator On-Site Training					X
Prepare Operation Manuals		Included			
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Landscape Permits				X	
Street/Curb Design Charge				X	
Building Permits		Shown- Executive Summary			
Plan Check Fees				X	
Water Connection Fee*				X	
Sanitary Connection Fee*				X	
Storm Connection Fee*				X	
Gas Service Charge Fee*				X	
Power Service Charge*				X	
Steam Service Charge*				X	
Chiller Water Service Charge*				X	
Special Tap Fees				X	
Contractors Licenses		Included			
Royalties		Included			
Zoning Fees/Consultants				X	
Use Fees		By Trades			
Construction Equip. Licenses		Included			
Construction Equip. Permits		Included			
Association. Fees	X				
		Grand Total 2,470,341			



Disney's Animal Kingdom Villas | Kidani Village,
Lake Buena Vista, FL

Balfour Beatty
Construction

ELECTRONICALLY FILED - Shared Savings - 23 May-16 9:41 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108



"Thank you for allowing me to participate to the end of this project as a team member. I look forward to new and different projects with Balfour Beatty. I am honored to have been a team member that completed this project and the accolades should rest mostly with your team who drove this project to its successful end. Congratulations on leading such a talented team and achieving this recognition from the ABC group."

Chuck Abel
Construction Manager
Walt Disney Imagineering

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L. Shared Savings

The savings provision of the Agreement has been left intentionally blank. Provide your proposal of returning savings to the Owner.

We are enthusiastic about your consideration of utilizing integrated project delivery methods, including design-assist, for your project. Sharing risk and reward among core team members will allow you to reach your objectives using collaborative processes that contain costs, eliminate waste, maximize efficiency, and effectively communicate information.

We combine proven methodologies and best practices with the talent to apply these processes and achieve optimal results on such projects. Whether your choose a full design-assist contract or another form of collaborative agreement (such as CM at risk, IPD, Integrated Design-Bid-Build or Early Contractor Involvement – all of which we have successfully prosecuted work under), we have found our clients struggle less to manage costs during the project, and often have opportunities to enhance their programs by realizing savings early.

Our proposal is to return savings by offering 75% to Hotel at Marion Square and 25% to Balfour Beatty Construction.

Benefit: Our expertise in managing the GMP process reduces unknowns to provide a pricing environment conducive to obtaining more responsive bids to guarantee Hotel at Marion Square the best market pricing.

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Balfour Beatty
Construction

Mike Baumbach
Senior Vice President
t. 704.319.4040
e. mbaumbach@balfourbeattyus.com

1930 Camden Road, Suite 280
Charlotte, NC 28203
www.balfourbeattyus.com

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DEFENDANT LIBRARY ASSOCIATES, LLC'S

TRIAL EXHIBIT #40

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BP0758160

PGS: 10



STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

IN THE OFFICE OF THE
REGISTER OF DEEDS

GUY M. BEATY, INC.,

Plaintiff,

v.

LIBRARY ASSOCIATES, LLC; BALFOUR BEATTY CONSTRUCTION, LLC; BERNHARD MCC, LCC,

Defendants.

NOTICE OF MECHANIC'S LIEN & CERTIFICATE OF MECHANIC'S LIEN

NOTICE IS HEREBY GIVEN Bernhard MCC, LCC ("Bernhard") is indebted to Plaintiff/Lien Claimant, Guy M. Beaty, Inc. ("Claimant"), in the principal amount of not less than One Hundred Ten Thousand One Hundred Ninety-Five and 85/100 Dollars ($110,195.85) for labor and materials provided by Claimant pursuant to a written contract with Bernhard. Claimant provided materials and labor for insulation of HVAC and plumbing improvements on the subject property, which is owned by Library Associates, LLC (the "Library") and is commonly identified as the Hotel at Marion Square, 404 King St., Charleston, Charleston County, South Carolina 29401 (the "Property"). The improvements to the Property were made pursuant to the Library's express and/or implied authorization, and pursuant to Balfour Beatty Construction, LLC's ("Balfour") and Bernhard's collective interest in improvements made by Claimant to the Property. A more specific legal description of the Property is provided in Exhibit A, attached hereto and incorporated herein by reference.

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Claimant's first day of work for the Property was December 17, 2015 and Claimant last furnished labor and materials to the Property within ninety (90) days of this filing, on September 25, 2018. Claimant provided all labor and materials for the Property at the request and instruction of Bernhard, and with the express and/or implied authorization of the property owner, the Library, and General Contractor Balfour.

Despite Claimant's due and just demand for payment for the labor and supplies provided for the Property, Bernhard has failed to pay Claimant in full for Claimant's improvements to the Property. Claimant's Affidavit and Verified Statement of Account attesting to such nonpayment is filed contemporaneously herewith and is incorporated herein by reference.

Based on the foregoing, Claimant is entitled to and hereby claims a Mechanic's Lien to the extent of the Library's interest in the Property, as well as Balfour's and Bernhard's collective interest in the improvements made by Claimant to the Property, and all structures situated thereon, in an amount not less than One Hundred Ten Thousand One Hundred Ninety-Five and 85/100 Dollars ($110,195.85), plus attorneys' fees, interest, and costs of this action, as provided by Title 29 of the South Carolina Code.

This the 1st day of ~~October~~ November 2018.

Sworn and subscribed before me this 1st day of ~~October~~ November 2018.

Carol G. Werth

Notary Public for North Carolina

My commission expires: 01-28-2020

CAROL A. WERTH
Notary Public
Mecklenburg County
NORTH CAROLINA

HAMILTON STEPHENS STEELE + MARTIN, PLLC

By: _____

Allen L. West, SC Bar No. 15674
525 N. Tryon Street, Suite 1400
Charlotte, NC 28202
Telephone: (704) 344-1117
Facsimile: (704) 244-1483
E-mail: awest@lawhssm.com
Attorneys for Guy M. Beaty, Inc.

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that on this day he served a copy of the foregoing and attached **NOTICE OF MECHANIC'S LIEN AND CERTIFICATE OF MECHANIC'S LIEN** via United States certified mail, postage prepaid and return receipt requested, properly addressed to the following:

Library Associates, LLC
c/o Michael R. Bennett, Registered Agent
17 Lockwood Blvd., Suite 400
Charleston, SC 29401

Bernhard MCC, LLC
c/o CT Corporation System, Registered Agent
160 Mine Lake Ct., Suite 200
Raleigh, NC 27615-6417

Balfour Beatty Construction, LLC
c/o Corporation Service Company, Registered Agent
2626 Glenwood Avenue, Suite 550
Raleigh, NC 27608

Bernhard MCC, LLC
c/o CT Corporation System, Registered Agent
3001 17th Street
Metairie, LA 70002-3805

Balfour Beatty Construction, LLC
c/o Corporation Service Company, Registered Agent
3100 McKinnon Street
Dallas, TX 75201-1044

This the 1st day of ~~October~~ November 2018.

HAMILTON STEPHENS STEELE + MARTIN, PLLC

By: _____

Allen L. West
525 N. Tryon Street, Suite 1400
Charlotte, NC 28202
Telephone: (704) 344-1117
Facsimile: (704) 244-1483
E-mail: awest@lawhssm.com
Attorneys for Guy M. Beaty

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Exhibit A
Description of Property

ALL that certain piece, parcel or tract of land situate, lying and being on the south side of Hutson Street, in the City of Charleston, State of South Carolina, shown and designated as "2,190 Square Feet 0.050 Acres from Lot 2 Being Added to Lot 1" as shown on a plat thereof entitled "PLAT Of THE ADJUSTMENT OF PROPERTY LINES BETWEEN LOT 1, 404 MEETING STREET & LOT 2, 337 MEETING STREET, CITY OF CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA, PREPARED FOR OLD CITADEL ASSOCIATES, LLC" prepared by F. Elliotte Quinn III, South Carolina Professional Land Surveyor, License No. 10292, dated June 14, 2011, and recorded in the RMC Office for Charleston County, South Carolina in Plat Book L11, at Page 0185; said 0.050 acres (2,190 square feet) having such size, shape, dimensions, buttings and boundings as will by reference to said plat more fully appear, said plat being incorporated herein and made a part hereof by this reference.

BEING a portion of the property conveyed to Old Citadel Associates, LLC by deed of The County of Charleston recorded March 15, 1997 in Book L-253, Page 629 in the RMC Office for Charleston County, South Carolina.

Formerly Portion of TMS No. 460-16-02-006, now a portion of TMS No. 460-16-04-009

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STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

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GUY M. BEATY, INC.,

Plaintiff,

v.

LIBRARY ASSOCIATES, LLC; BALFOUR BEATTY CONSTRUCTION, LLC; BERNHARD MCC, LCC,

Defendants.

AFFIDAVIT AND VERIFIED STATEMENT OF ACCOUNT

Jim Mills, being duly sworn, makes the following statement under oath and under penalty of perjury:

1. I have served as the General Manager of Guy M. Beaty, Inc. ("GMB" or "Claimant"). I am over the age of eighteen and am competent to testify regarding the matters set forth in this Affidavit. As the General Manager of GMB, I am authorized to make this Affidavit and Verified Statement on Claimant's behalf. This Affidavit is based upon my personal knowledge and belief or is reflected in records maintained by Claimant in the regular and ordinary course of business.

2. Pursuant to a written contract executed by Claimant and Bernhard MCC, LCC ("Bernhard"), and at the request and instruction of Bernhard and with the express and/or implied authorization of Defendants, Claimant provided certain labor and materials to that real property owned by Library Associates, LLC (the "Library") located at and commonly identified as the Hotel at Marion Square, 404 King St., Charleston, Charleston County, South Carolina 29401, and more

specifically identified in Exhibit A to the Notice of Mechanic's Lien and Certificate of Mechanic's Lien that Claimant files contemporaneously herewith (the "Property").

3. As of the date of this Affidavit and Verified Statement of Account, the unpaid value of the contract rate and the reasonable value of the labor and materials Claimant provided for the Property is One Hundred Ten Thousand One Hundred Ninety-Five and 85/100 Dollars ($110,195.85), as set forth more particularly on the spreadsheet attached hereto as Exhibit A and incorporated by reference. Exhibit A identifies each of Claimant's payment applications, less those payments made by Bernhard.

4. I attest that the amount owed is true and correct and that no part of sum noticed has been paid by discount or otherwise, except that for which credit has been given. I attest that I have reviewed the Notice of Mechanic's Lien and Certificate of Mechanic's Lien ("Notice") filed contemporaneously herewith, and that the matters and things alleged herein and in the aforementioned Notice are true to the best of my knowledge, except those matters and things alleged on information and belief, and as to those, I believe them to be true.

On behalf of
GUY M. BEATY, INC.

By: _____
Jim Mills

Sworn and subscribed before
me this 29th day of October 2018.

_____
Notary Public for South Carolina
My commission expires: 4-27-2026

SANDRA P CORNWELL NOTARY PUBLIC EXP. APRIL 27, 2026 SOUTH CAROLINA

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that on this day he served a copy of the foregoing and attached **AFFIDAVIT AND VERIFIED STATEMENT OF ACCOUNT** via United States certified mail, postage prepaid and return receipt requested, properly addressed to the following:

Library Associates, LLC
c/o Michael R. Bennett, Registered Agent
17 Lockwood Blvd., Suite 400
Charleston, SC 29401

Bernhard MCC, LLC
c/o CT Corporation System, Registered Agent
160 Mine Lake Ct., Suite 200
Raleigh, NC 27615-6417

Balfour Beatty Construction, LLC
c/o Corporation Service Company, Registered Agent
2626 Glenwood Avenue, Suite 550
Raleigh, NC 27608

Bernhard MCC, LLC
c/o CT Corporation System, Registered Agent
3001 17th Street
Metairie, LA 70002-3805

Balfour Beatty Construction, LLC
c/o Corporation Service Company, Registered Agent
3100 McKinnon Street
Dallas, TX 75201-1044

This the 1st day of ~~October~~ November, 2018.

HAMILTON STEPHENS STEELE + MARTIN, PLLC

By: _____
Allen L. West
525 N. Tryon Street, Suite 1400
Charlotte, NC 28202
Telephone: (704) 344-1117
Facsimile: (704) 244-1483
E-mail: awest@lawhssm.com
Attorneys for Guy M. Beaty, Inc.

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EXHIBIT A

Marion Square Sub Contract # 8350255-00002

Conract amount:	$ 517,000.00
Change Orders :	$ 20,423.00
	$ 537,423.00
Ticket # 3466	$64.65
Ticket # 7929	$944.97
Ticket # 7918	$1,583.21
Ticket # 7917	$1,612.48
Ticket # 7950	$2,343.48
Ticket # 7952	$615.96
Ticket # 9954	$721.60
Outstanding CCD's and Tickets	$48,457.00
Paid	$(475,681.50)
Balance owed	$ 110,195.85

Billed to date $585,880.35

Last day worked 9/25/2018

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DEFENDANT LIBRARY ASSOCIATES, LLC'S

TRIAL EXHIBIT #41

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Gmail

Brent McDonald <brent@bundymcdonald.com>

Fwd: Pay App 44

Kim Brown <kbrown@bennetthospitality.com> Tue, Feb 2, 2021 at 10:58 AM
To: Jim Clements <JClements@matrixse.com>, Brent McDonald <brent@bundymcdonald.com>, Kim Brown <kbrown@bennetthospitality.com>

---------- Forwarded message ---------
From: **James Clements** <jclements@matrixse.com>
Date: Mon, Dec 31, 2018 at 7:56 AM
Subject: Re: Pay App 44
To: Kim Brown <kbrown@bennetthospitality.com>
Cc: Starcevic, Nicholas <NStarcevic@balfourbeattyus.com>, Jennifer Faulkinberry <JFaulkinberry@lpbatlanta.com>, Simonton, David <dsimonton@balfourbeattyus.com>, Pieniak, Shanti <SPieniak@balfourbeattyus.com>, seifert@shepconsult.com <seifert@shepconsult.com>

Simonton and I spoke on Friday. BBC s still trying to address the issue either with MCC or bond it off themselves.

Jim Clements
Matrix Program Management Services, LLC

O. 704.676.9996
C. 704.905.1165
www.matrixse.com

Sent from my iPad

On Dec 30, 2018, at 12:41 AM, Kim Brown <kbrown@bennetthospitality.com> wrote:

I just heard back from the title abstractor and the Guy C Beatty lien is still on file and has not been released

Kim

From: Starcevic, Nicholas [mailto:NStarcevic@Balfourbeattyus.com]
Sent: Friday, December 28, 2018 1:04 PM
To: Jennifer Faulkinberry <JFaulkinberry@lpbatlanta.com>; Simonton, David <dsimonton@balfourbeattyus.com>
Cc: James Clements <jclements@matrixse.com>; Kim Brown (kbrown@bennetthospitality.com) <kbrown@bennetthospitality.com>; Pieniak, Shanti <SPieniak@Balfourbeattyus.com>; 'seifert@ShepConsult.com' <seifert@ShepConsult.com>
Subject: RE: Pay App 44



Jennifer

I'm available for the next hour or so, or will be in the office all day Monday. Was actually packaging up Pay Ap 45 so would be good to have any markups or if there is any mistakes to correct them now.

Thanks,

Nick Starcevic
Project Mgr | Balfour Beatty
O: (843) 974-4590 | C: (704) 361-3265
E: nstarcevic@balfourbeattyus.com | www.balfourbeattyus.com

306 Meeting Street, Suite 300, Charleston, SC 29401

From: Jennifer Faulkinberry [mailto:JFaulkinberry@lpbatlanta.com]
Sent: Thursday, December 27, 2018 4:58 PM
To: Simonton, David <dsimonton@balfourbeattyus.com>
Cc: James Clements <jclements@matrixse.com>; Kim Brown (kbrown@bennetthospitality.com) <kbrown@bennetthospitality.com>; Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>; Pieniak, Shanti <SPieniak@Balfourbeattyus.com>; 'seifert@ShepConsult.com' <seifert@ShepConsult.com>
Subject: Pay App 44

David,

As we discussed today, after digging deeper into the backup, I can't get the numbers to match up to the pay app. I will call Nick & Shanti sometime on Monday, when they return, to go through it.

Thanks,

Jennifer G. Faulkinberry

Winford Lindsay Architect

344 West Pike Street **direct 770.407.5786**

Lawrenceville, GA 30046 **fax 770.407.5817**

jfaulkinberry@lpbatlanta.com **cell 770.241.2473**

Balfour Beatty **image001.jpg**
2K

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From: **Buck Lindsay** BLindsay@lpbatlanta.com
Subject: Bennett Hotel - Substantial Completion
Date: December 20, 2018 at 2:45 PM
To: Simonton, David dsimonton@balfourbeattyus.com
Cc: Kim Brown (kbrown@bennetthospitality.com) kbrown@bennetthospitality.com, James Clements jclements@matrixse.com, Jennifer Faulkinberry JFaulkinberry@lpbatlanta.com

David - see the attached memo documenting my visit to the Bennett Hotel on 12/18/18, and observations/ findings.

Thanks, Buck Lindsay, architect

From: 3rd-copier@lpbatlanta.com <3rd-copier@lpbatlanta.com>
Sent: Thursday, December 20, 2018 2:40 PM
To: Buck Lindsay <BLindsay@lpbatlanta.com>
Subject: Attached Image



1010_001.pdf

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DEFENDANT LIBRARY ASSOCIATES, LLC'S

TRIAL EXHIBIT #42

From: **Starcevic, Nicholas** NStarcevic@Balfourbeattyus.com
Subject: RE: MCC Lien
Date: January 14, 2019 at 12:51 PM
To: Simonton, David dsimonton@balfourbeattyus.com, James Clements jclements@matrixse.com, Kim Brown kbrown@bennetthospitality.com
Cc: Jennifer Faulkinberry jfaulkinberry@lpbatlanta.com, Steve Eifert seifert@shepconsult.com

Filed copy attached.

Whats the status of November's pay application?

Nick Starcevic
Project Mgr I Balfour Beatty
O: (843) 974-4590 I C: (704) 361-3265
E: nstarcevic@balfourbeattyus.com I www.balfourbeattyus.com
306 Meeting Street, Suite 300, Charleston, SC 29401



-----Original Message-----
From: Simonton, David
Sent: Thursday, January 10, 2019 12:35 PM
To: James Clements <jclements@matrixse.com>; Kim Brown <kbrown@bennetthospitality.com>
Cc: Jennifer Faulkinberry <jfaulkinberry@lpbatlanta.com>; Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>; Steve Eifert <seifert@shepconsult.com>
Subject: RE: MCC Lien

10-4 Jim.
Here is a copy of what we are filing.
Will let you know if any issues at the County.

David Simonton
VP/Operations I Balfour Beatty
O: 512-391-9273 I C: 512-391-9273
E: dsimonton@balfourbeattyus.com I www.balfourbeattyus.com
306 Meeting Street, Suite 300, Charleston, SC 29401

-----Original Message-----
From: James Clements [mailto:jclements@matrixse.com]
Sent: Thursday, January 10, 2019 12:06 PM
To: Kim Brown <kbrown@bennetthospitality.com>
Cc: Simonton, David <dsimonton@balfourbeattyus.com>; Jennifer Faulkinberry <jfaulkinberry@lpbatlanta.com>; Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>; Steve Eifert <seifert@shepconsult.com>
Subject: MCC Lien

Kim

Dave is going to submit the bond today. He asked that you request the bank do their title search on Monday morning.

Nick has sent Jennifer corrections and back up to Pay Ap #44. If all is in order, I'd assume Jennifer will forward that to you probably this weekend or early next week.

Jim Clements
Matrix Program Management, LLC
C. 704.905.1165
jclements@matrixse.com
https://urldefense.proofpoint.com/v2/url?u=http-3A__www.matrixse.com&d=DwIGaQ&c=eapt7ST1afUS6LykE1MB9bfkdYfSLNUVF7M5AC_OmtM&r=JLQdYEaoUG2oNvVrtQ23J3X2DvQdT3eNVRcgSOoXI5U&m=z3HKQbleQTeA-ry0cexk4lw7lBmqZR4cy7lrwwOLTKk&s=EZV3dOfdl5-GhWCCqle1fWllY_g6ch0dxyloaL2KPf4&e=

Sent from my iPhone. Please excuse any typos.

PDF

DOC011419-011
420191_13.pdf

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RECORDER'S PAGE

NOTE: This page MUST remain with the original document

Filed By:

COUNTER CUSTOMER
BALFOUR BEATTY CONSTRUCTION LLC
306 MEETING ST, SUITE 300
CHARLESTON SC 29401

RECORDED

Date: January 11, 2019
Time: 12:54:23 PM

Book	Page	DocType
0771	966	Bond/Rel

Michael Miller, Register
Charleston County, SC

# of Pages: 7
# of Sats:
# of References:

MAKER:
LIBRARY ASSOCS AL

Note:

RECIPIENT:
GUY M BEATY INC

Recording Fee	$	10.00
Extra Reference Cost	$	-
Extra Pages	$	2.00
Postage	$	1.00
Chattel	$	-
TOTAL	$	13.00

Original Book: 0758
Original Page: 160

DRAWER Drawer 4
CLERK SLW

0771 Book
966 Page
01/11/2019 Recorded Date
7 # Pgs
0758 Original Book
160 Original Page
D Doc Type
12:54:23 Recorded Time

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BP0771966

PGS: 7

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

IN THE CHARLESTON COUNTY REGISTER OF DEEDS OFFICE

GUY M. BEATY, INC.,

Petitioner,

vs.

LIBRARY ASSOCIATES, LLC; BALOUR BEATTY CONSTRUCTION, LLC; BERNHARD MCC, LLC,

Respondents,

SURETY BOND FOR RELEASE OF MECHANIC'S LIEN

Mechanic's Lien Filed on November 5, 2018 and recorded at Book 0758, Page 160

Bond No. 106943603

KNOW ALL MEN BY THESE PRESENTS: That the undersigned Balfour Beatty Construction, LLC ("Principal"), an entity having an interest in the property referenced herein, as Principal, and Travelers Casualty and Surety Company of America, surety company duly licensed to transact suretyship business in the State of South Carolina, as Surety, are held and firmly bound unto Guy M. Beatty, Inc. in the sum of One Hundred Forty Six Thousand Five Hundred Sixty and 48/100 Dollars ($146,560.48), the same being one and one-third the amount claimed in the lien hereinafter referred to, for the payment of which the Undersigned bind themselves, their successors and assigns, jointly and severally, as herein set forth.

THE CONDITION OF THIS OBLIGATION IS AS FOLLOWS: Guy M. Beaty, Inc., the Obligee herein, has filed a Mechanic's Lien for labor and/or materials furnished and actually used in the erection, alteration or repair of improvements situated on the real property described therein and more particularly in the mechanic's lien, attached as Exhibit "A" (the "Property"), which mechanic's lien was filed with the Charleston County Register of Deeds Office on November 5, 2018 and recorded at Book 0758, Page 160.

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Now, should the Principal or Surety pay or cause to be paid to Guy M. Beaty, Inc. holder and claimant of said lien, that sum that may be found to be due said lien claimant upon the trial of any action that may be filed by the lien claimant to recover the amount of the lien claimed, or if there is a determination that no amount is due the lien claimant, then this bond shall be void, otherwise it shall be in full force and effect.

This bond is filed in accordance with the provisions of S.C. Code §29-5-110 so as to discharge the real estate and premises described above from the above-referenced lien.

IN WITNESS WHEREOF, this bond is effective as of January 7, 2019 and Principal and Surety herein named have hereunto affixed their hands and seals on the date undersigned.

-signature and notary blocks on next page-

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Balfour Beatty Construction, LLC

PRINCIPAL

By: x
Title: President
Address: 1930 Camden Rd
Charlotte NC 28203

x Witness #1

Witness #2

STATE OF North Carolina)
)
COUNTY OF Mecklenburg)

PERSONALLY APPEARED BEFORE ME the undersigned witness and made oath that (s)he saw the within-named Balfour Beatty Construction, LLC by Pat Dean _____ sign, seal, and as his/her act and deed, deliver the within Surety Bond for Release of Mechanic's Lien and that (s)he with the other witness subscribed above, witnessed the execution thereof.

x
(Witness #1)

Sworn to before me on this 8th day of Jan, 2019

(notary)

My Commission Expires: 9/5/2020

Susan L Misiak NOTARY PUBLIC My Comm. Exp. September 5, 2020 MECKLENBURG COUNTY, NC

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Travelers Casualty and Surety Company of America

SURETY

By: Jennifer B. Gullett
Title: Jennifer B. Gullett, Attorney-in-Fact
Address: One Tower Square
Hartford, CT 06183

Witness #1 Amy R. Waugh

Witness #2 Noah Pierce

STATE OF NORTH CAROLINA)
COUNTY OF MECKLENBURG)

PERSONALLY APPEARED BEFORE ME the undersigned witness and made oath that (s)he saw the within-named Travelers Casualty and Surety Company of America, by Jennifer B. Gullett sign, seal, and as his/her act and deed, deliver the within Surety Bond for Release of Mechanic's Lien and that (s)he with the other witness subscribed above, witnessed the execution thereof.

(Witness #1)

Sworn to before me on this 7th
day of January, 2019

(notary)
My Commission Expires: 4/9/2020

CATHERINE THOMPSON NOTARY PUBLIC MECKLENBURG COUNTY, NC

{01301154.}

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Exhibit A
Description of Property

ALL that certain piece, parcel or tract of land situate, lying and being on the south side of Hutson Street, in the City of Charleston, State of South Carolina, shown and designated as "2,190 Square Feet 0.050 Acres from Lot 2 Being Added to Lot 1" as shown on a plat thereof entitled "PLAT Of THE ADJUSTMENT OF PROPERTY LINES BETWEEN LOT 1, 404 MEETING STREET & LOT 2, 337 MEETING STREET, CITY OF CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA, PREPARED FOR OLD CITADEL ASSOCIATES, LLC" prepared by F. Elliotte Quinn III, South Carolina Professional Land Surveyor, License No. 10292, dated June 14, 2011, and recorded in the RMC Office for Charleston County, South Carolina in Plat Book L11, at Page 0185; said 0.050 acres (2,190 square feet) having such size, shape, dimensions, buttings and boundings as will by reference to said plat more fully appear, said plat being incorporated herein and made a part hereof by this reference.

BEING a portion of the property conveyed to Old Citadel Associates, LLC by deed of The County of Charleston recorded March 15, 1997 in Book L-253, Page 629 in the RMC Office for Charleston County, South Carolina.

Formerly Portion of TMS No. 460-16-02-006, now a portion of TMS No. 460-16-04-009

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TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Jennifer B Gullett** of **Charlotte**, **North Carolina**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February, 2017.**

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February, 2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021

Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 10th day of January, 2019

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

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DEFENDANT LIBRARY ASSOCIATES, LLC'S

TRIAL EXHIBIT #43



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Gmail

FW: Marion Sq - Pay App's 43 & 44

From: Jennifer Faulkinberry [mailto:JFaulkinberry@lpbatlanta.com]
Sent: Monday, January 21, 2019 3:45 PM
To: Nick Starcevic (NStarcevic@Balfourbeattyus.com) <NStarcevic@Balfourbeattyus.com>; Simonton, David (dsimonton@balfourbeattyus.com) <dsimonton@balfourbeattyus.com>
Cc: James Clements <jclements@matrixse.com>; Kim Brown (kbrown@bennetthospitality.com) <kbrown@bennetthospitality.com>; 'seifert@ShepConsult.com' <seifert@ShepConsult.com>; timspano@balfourbeattyus.com; Buck Lindsay <BLindsay@lpbatlanta.com>; Marty Wall <mwall@bennetthospitality.com>; rquinlan@hotelbennett.com
Subject: Marion Sq - Pay App's 43 & 44

Nick,

As noted in Buck's Substantial Completion survey and comments (12/18/18), the level of finishes in the guestrooms were unacceptable. BBC has taken the position that punch work was complete and that BBC would not work further to improve the guestroom finishes.

Consequently, the Owner has undertaken the improvement of the guest room finishes with significant re-painting. To achieve this work, the Owner mobilized approximately 80 painters a day to repaint the guest rooms. This work is also critical to meeting the Hotel opening date. As of this writing, the work continues and it is the Owner's hope to be complete this remedial work by early February.

As a consequence of this deficient work and BBC's unwillingness to correct it, the Owner has received its first invoice from Robins & Morten of $518, 830 for the repairs to date. The invoice and back up are accessible by the following link:

https://www.dropbox.com/s/vgxomysj8mtewxy/Invoice%20%231%20%20%26%20Backup%20Bennett%20Hotel.pdf?dl=0

Pls note the attached does not include invoices for CPI Construction who the Owner has also engaged to assist with painting the guestrooms.

In view of the progress of this owner-furnished work to date, invoices in hand and remaining work to complete, it is the our estimate the remedial repairs could reach in excess of $1,000,000. Per Article 9.5 - Decisions to Withhold Payment , we recommend withholding funds from Applications For Payment #43(October), #44 (November) and future contractor payment requests to offset these costs incurred to date, as well as anticipated completion costs.

We also consider current open punch list items, including but not limited to the exterior façade of the building, as cause to recommend against

further reduction of the contractor's retention until WLA can verify all punch work has been satisfactorily completed.

Jennifer

Jennifer G. Faulkinberry

Winford Lindsay Architect

344 West Pike Street **direct 770.407.5786**

Lawrenceville, GA 30046 **fax 770.407.5817**

jfaulkinberry@lpbatlanta.com **cell 770.241.2473**

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DEFENDANT LIBRARY ASSOCIATES, LLC'S

TRIAL EXHIBIT #44



ELECTRONICALLY FILED - 2023 May 16 9:41 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

STATE OF SOUTH CAROLINA	)	IN THE REGISTER OF DEEDS
	)	
COUNTY OF CHARLESTON	)	
	)	
Balfour Beatty Construction, LLC,	)	**NOTICE AND CERTIFICATE OF MECHANIC'S LIEN**
	)	
Petitioner,	)	
	)	
v.	)	
	)	
Library Associates, LLC; and Metropolitan Life Insurance Company, a New York Corporation;	)	RECEIVED 1/25/19 PER CLERK ROD OFFICE JBA CHARLESTON COUNTY, SC 0774 - 273
	)	
Respondents.	)	
	)	

Petitioner's South Carolina General Contractor's License Number: 110668

TO THE ABOVE-NAMED RESPONDENTS:

NOTICE IS HEREBY GIVEN that a Mechanic's Lien is claimed pursuant to S.C. Code Ann. § 29-5-10 and 20 *et. seq.* (1976, as amended) by Balfour Beatty Construction, LLC, above-named, and is being filed in the Office of the Register of Deeds for Charleston County, South Carolina on behalf of the above-named Petitioner for labor, equipment and/or materials furnished and actually used in the erection, alteration or improvements to the real estate more fully described in **Exhibit A**, attached hereto and incorporated herein by reference. The undersigned Petitioner has furnished, within ninety (90) days of the date hereof, labor, services and materials in improving said real estate by virtue of an agreement with and/or the consent of the owners of said real estate. Petitioner craves reference to **Exhibit B** attached hereto and incorporated herein by reference, which is a just and true Statement of Account of the monies due to the Petitioner for such labor, services or materials provided at the request of or with the consent of the owners of said real estate or with their authorization.

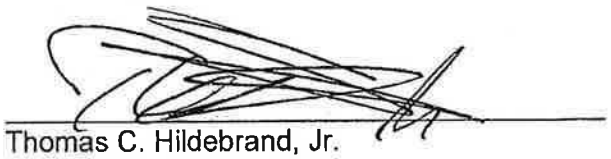
The value of the labor and materials furnished, with all just credits given, totals

Eight Million Four Hundred Nine Thousand Six Hundred Fifty-Eight and 54/100 Dollars ($8,409,658.54), as is evidenced by the Verified Statement of Account.

That by virtue thereof, by the serving and filing of this Notice and Certificate, and pursuant to the provisions of the Code of Laws of South Carolina in such cases as have been made and provided, Petitioner has and claims a lien interest to secure the payment of the debt so due and the cost of enforcing said lien upon the property, buildings and/or structures hereinabove mentioned and upon the real property described in **Exhibit A**.

WHEREFORE, Petitioner claims a Mechanics Lien of Eight Million Four Hundred Nine Thousand Six Hundred Fifty-Eight and 54/100 Dollars ($8,409,658.54), plus interest, attorney's fees, all other damages incurred and the costs and disbursements of this action.

PARKER POE ADAMS & BERNSTEIN, LLP
200 Meeting Street, Suite 301
Charleston, SC 29401



Thomas C. Hildebrand, Jr.
843.727.2653 (direct dial)
tomhildebrand@parkerpoe.com

Robert C. Byrd
843.727.2665 (direct dial)
bobbybyrd@parkerpoe.com

Robert C. Osborne III
843.727.2662 (direct dial)
robertosborne@parkerpoe.com

Attorneys for Balfour Beatty Construction, LLC

January 25, 2019
Charleston, South Carolina

ELECTRONICALLY FILED - 2023 May 16 9:41 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

ELECTRONICALLY FILED - 2023 May 16 9:41 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

EXHIBIT "A"

Property Address: 404 King Street, Charleston, SC 29403

Owner of Property: Library Associates, LLC

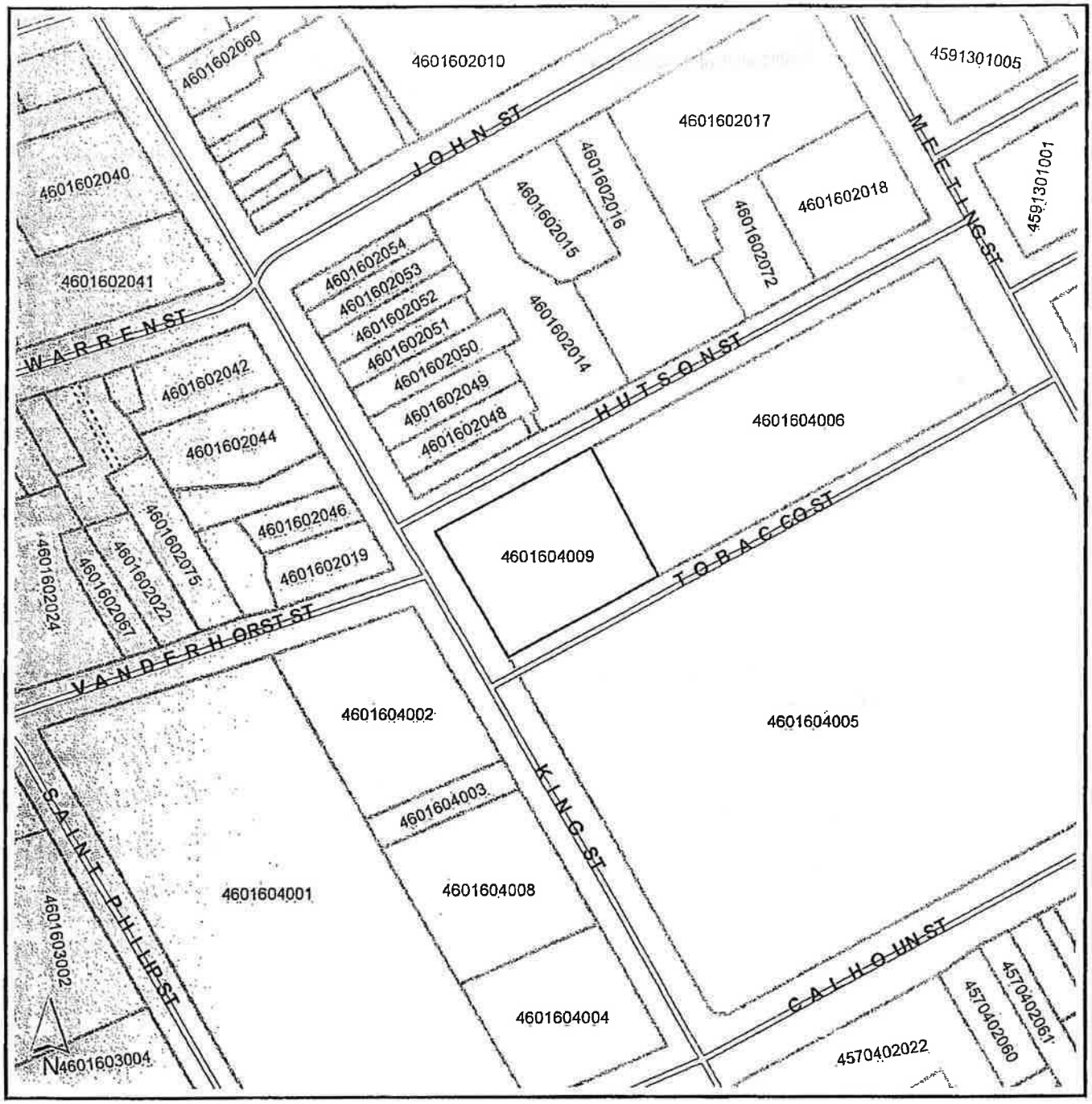
Description of Property subject to lien:

ALL that certain piece, parcel or tract of land, with the buildings and improvements thereon, situate, lying and being on the southeast corner of King and Hutson Streets, in the City of Charleston, State of South Carolina, shown and designated as "Lot 1" containing 0.722 acres, more or less, on a plat thereof entitled "PLAT OF THE ADJUSTMENT OF PROPERTY LINES BETWEEN LOT 1, 404 MEETING STREET & LOT 2, 337 MEETING STREET, CITY OF CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA, PREPARED FOR OLD CITADEL ASSOCIATES, LLC" prepared by F. Elliotte Quinn III, South Carolina Professional Land Surveyor, License No. 10292, dated June 14, 2011, and recorded in the RMC Office for Charleston County, South Carolina in Plat Book L11, at Page 0185; said Lot 1 having such size shape, dimensions, buttings and boundings as will by reference to said plat more fully appear, said plat being incorporated herein and made a part hereof by this reference.

BEING a portion of the property conveyed to Old Citadel Associates, LLC by deed of The County of Charleston, dated March 14, 1995, recorded March 15, 1995 in the RMC Office for Charleston County, South Carolina in Book L-253, Page 629; also being a portion of the property conveyed to Hofford-Library, LLC by deed of Library Associates, LLC, dated December 30, 2008, recorded December 31, 2008, in the RMC Office for Charleston County, South Carolina in Book 0027, Page 418; also being a portion of the property conveyed to Library Associates, LLC, by deed of Hofford-Library, LLC, dated January 11, 2010, recorded January 12, 2010, in the RMC Office for Charleston County, South Carolina in Book 0102, Page 032; and also being a portion of the property conveyed to Library Associates, LLC by Deed of Old Citadel Associates, LLC dated June 16, 2011, recorded in RMC Office for Charleston County on June 17, 2011, in Book 0192, at Page 809.

TMS#: 460-16-04-009

ELECTRONICALLY FILED - 2023 May 16 9:41 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108



Charleston County SC

Parcel ID: 4601604009
OWNER1: LIBRARY ASSOCIATES LLC
ACREAGE: 0.72
PLAT_BOOK_PAGE: L11- 0185
DEED_BOOK_PAGE: 0102-032
Jurisdiction: CITY OF CHARLESTON

0 90 180 360 Feet
1 inch = 144 feet

CHARLESTON COUNTY
SOUTH CAROLINA

Author: Charleston County SC
Date: 1/24/2019

Note: The Charleston County makes every effort possible to produce the most accurate information. The layers contained in the map service are for information purposes only. The Charleston County makes no warranty, express or implied, nor any guaranty as to the content, sequence, accuracy, timeliness or completeness of any of the information provided. The County explicitly disclaims all representations and warranties. The reader agrees to hold harmless the Charleston County for any cause of action and costs associated with any causes of action which may arise as a consequence of the County providing this information.

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EXHIBIT "B"

STATEMENT OF ACCOUNT

Claimant/ Mechanic Lienor:	Balfour Beatty Construction, LLC
Owner:	Library Associates, LLC
Nature of labor, materials and/or Equipment supplied:	Labor, materials and supplies to construct a hotel
Property Subject:	See Exhibit "A" to Notice and Certificate of Mechanic's Lien
Total Amount Due:	$8,409,658.54 plus interest thereon and attorney's fees

****

I hereby certify that the amount due to Balfour Beatty Construction, LLC, for the labor, materials and supplies necessary to construct a hotel on Owner's property, after all just credits and debits as of this date is Eight Million Four Hundred Nine Thousand Six Hundred Fifty-Eight and 54/100 ($8,409,658.54), plus interest accruing thereon and attorney's fees and costs/expenses.

Balfour Beatty Construction, LLC

By: _____
David Simonton

Its: Vice President, Operations

SWORN TO BEFORE ME
this 25th day of January, 2019

Kimberly S. Nagy (L.S.)
Kimberly S. Nagy (Printed Name)
Notary Public for South Carolina
My Commission expires 3/12/23 (SEAL)

KIMBERLY S. NAGY
NOTARY PUBLIC
SOUTH CAROLINA
MY COMMISSION EXPIRES MARCH 12, 2023

ELECTRONICALLY FILED - 2023 May 16 9:41 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Charleston County ROD
101 Meeting Street, Suite 200 <> Charleston, SC 29401
PO Box 726 <> Charleston, SC 29402
V: 843.958.4800 <> F: 843.958.4803
www.charlestoncounty.org

Michael Miller
Register of Deeds

RECORDER'S RECEIPT

Received From:
PARKER POE ADAMS & BERNSTEIN LLP
200 MEETING STREET
SUITE 301
CHARLESTON SC 29402-0160

DATE:	25-Jan-19
INVOICE #:	X000408449
DRAWER:	Drawer 2
CLERK:	JBA
TIME:	02:07:28 PM

Description	# Total Pgs	# Bill'd Pgs	Ex / Tr Page Cost	# Refs	Chat	Pstg	Value in 000	Unit Price	Extra Ref Cost	County Fee	State Fee	Item Total
Mech/Lien	6	5	$ 1					$10.00		$ -	$ -	$ 11.00
										$ -	$ -	$ -
										$ -	$ -	$ -
										$ -	$ -	$ -
										$ -	$ -	$ -
										$ -	$ -	$ -
										$ -	$ -	$ -
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										$ -	$ -	$ -
										$ -	$ -	$ -
										$ -	$ -	$ -
											TOTAL	**$ 11.00**

Paid:

Check #	Amount
12482	$ 11.00
Check Total	**$ 11.00**
Cash Total	

Total Paid: $ 11.00

Balance: $ -

***Please note:**
The ROD Office retains any recording fee overages of $5 or less. Due to Charleston County Auditing Procedures for the ROD Overage Account, your request for refund must be made in writing on Company letterhead and signed by the requesting party. Please send a self-addressed stamped envelope with your request. Thank you.

It is our pleasure to serve you!

ELECTRONICALLY FILED - 2023 May 16 9:41 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

DEFENDANT LIBRARY ASSOCIATES, LLC'S

TRIAL EXHIBIT #45

ELECTRONICALLY FILED - 2023 May 16 9:41 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

BP0775799

PGS: 6

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)
)
Gulf Stream Construction Company, Inc.,)
)
Petitioner and Lien Claimant,)
)
v.)
)
Library Associates, LLC and Balfour Beatty Construction, LLC,)
)
Respondents.)

IN THE REGISTER OF DEEDS

NOTICE AND CERTIFICATE OF MECHANIC'S LIEN

TO THE RESPONDENTS ABOVE NAMED:

THERE IS NOW DUE and owing to Petitioner Gulf Stream Construction Company, Inc. (hereinafter "Gulf Stream") the sum of One Hundred Nineteen Thousand One Hundred Fifty-Two Dollars and Seventeen Cents ($119,152.17), for materials and labor provided by Petitioner as shown by the Affidavit of Mechanic's Lien and Statement of Account attached hereto and made a part hereof.

SAID DEBT is due to Petitioner for materials and labor furnished and used in the construction work or in otherwise improving the real estate owned by Library Associates, LLC, hereinafter described by virtue of an agreement with Balfour Beatty Construction, LLC (hereinafter the "Contracting Party").

AS SHOWN on the attached Affidavit of Mechanic's Lien and Statement of Account, the Petitioner furnished materials and associated labor for such improvements within the last ninety (90) days of the date hereof.

BY VIRTUE thereof, and by the filing of this Notice and Certificate, and pursuant to Sections 29-5-10 *et seq.*, SC Code of Laws, the Petitioner has and claims a lien to secure the payment of the above-stated indebtedness so due, plus prejudgment interest and the costs, including attorneys' fees, of enforcing said lien upon the improvements hereinabove mentioned, and upon the following described real property, to-wit:

404 King Street
Charleston, South Carolina 29403
TMS No. 460-16-04-009

LEGALLY DESCRIBED AS:

See Attached Exhibit A



WHEREFORE, the Petitioner claims a Mechanic's Lien against the Property in the sum of $119,152.17, together with the interest thereon, and costs, including reasonable attorney's fees.

WALKER GRESSETTE FREEMAN & LINTON, LLC

Ian W. Freeman (S.C. Bar #72736)
P.O. Box 22167
Charleston, SC 29413
Tel: 843-727-2242
E-mail: Freeman@WGFLlaw.com
ATTORNEYS FOR PETITIONER AND LIEN CLAIMANT GULF STREAM CONSTRUCTION COMPANY, INC.

Charleston, South Carolina
February 4, 2019

ELECTRONICALLY FILED - 2023 May 16 9:41 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

ELECTRONICALLY FILED - 2023 May 16 9:41 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

EXHIBIT A

Property Address: 404 King Street, Charleston, SC29403

Owner of Property: Library Associates, LLC

Description of Property subject to lien:

ALL that certain piece, parcel or tract of land, with the buildings and improvements thereon, situate, lying and being on the southeast corner of King and Hutson Streets, in the City of Charleston, State of South Carolina, shown and designated as "Lot 1" containing 0.722 acres, more or less, on a plat thereof entitled "PLAT OF THE ADJUSTMENT OF PROPERTY LINES BETWEEN LOT 1, 404 MEETING STREET & LOT 2, 337 MEETING STREET, CITY OF CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA, PREPARED FOR OLD CITADEL ASSOCIATES, LLC" prepared by F. Elliotte Quinn III, South Carolina Professional Land Surveyor, License No. 10292, dated June 14, 2011, and recorded in the RMC Office for Charleston County, South Carolina in Plat Book L11, at Page 0185; said Lot 1 having such size shape, dimensions, buttings and boundings as will by reference to said plat more fully appear, said plat being incorporated herein and made a part hereof by this reference.

BEING a portion of the property conveyed to Old Citadel Associates, LLC by deed of The County of Charleston, dated March 14, 1995, recorded March 15, 1995 in the RMC Office for Charleston County, South Carolina in Book L-253, Page 629; also being a portion of the property conveyed to Hofford-Library, LLC by deed of Library Associates, LLC, dated December 30, 2008, recorded December 31, 2008, in the RMC Office for Charleston County, South Carolina in Book 0027, Page 418; also being a portion of the property conveyed to Library Associates, LLC, by deed of Hofford-Library, LLC, dated January 11, 2010, recorded January 12, 2010, in the RMC Office for Charleston County, South Carolina in Book 0102, Page 032; and also being a portion of the property conveyed to Library Associates, LLC by Deed of Old Citadel Associates, LLC dated June 16, 2011, recorded in RMC Office for Charleston County on June 17, 2011, in Book 0192, at Page 809.

TMS#: 460-16-04-009

ELECTRONICALLY FILED - 2023 May 16 9:41 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

STATE OF SOUTH CAROLINA	)	IN THE REGISTER OF DEEDS
	)	
COUNTY OF CHARLESTON	)	
	)	
Gulf Stream Construction Company, Inc.,	)	**AFFIDAVIT OF MECHANIC'S LIEN**
	)	
Petitioner and Lien Claimant,	)	
	)	
v.	)	
	)	
Library Associates, LLC and Balfour Beatty Construction, LLC,	)	
	)	
Respondents.	)	

Personally, appeared before me, Gulf Stream Construction Company, Inc., by Shawn Sullivan its Assistant Controller, who, first being duly sworn, deposes and states that he has personal knowledge of the matters stated herein, excepting only those matters stated upon information and belief. Pursuant to a contract with Balfour Beatty Construction, LLC (the "Contracting Party"), Gulf Stream Construction Company, Inc. provided certain valuable materials and associated labor for the improvement of the Property described in the attached Notice and Certificate of Mechanic's Lien (the "Property") within the last ninety (90) days. The last time Gulf Stream Construction Company, Inc. worked at the Property was within the last ninety (90) days. Upon information and belief, the subject Property is owned by Library Associates, LLC ("Owner") and such materials and labor were furnished to the Property at the request of or by consent of the Owner or some person or agent having authority from or rightfully acting for such Owner or authorized by the Owner.

The undersigned further states that there is past due and owing to Gulf Stream Construction Company, Inc. for the provision of the materials and labor referenced herein the principal sum certain of One Hundred Nineteen Thousand One Hundred Fifty-Two Dollars and Seventeen Cents ($119,152.17), as evidenced by the Statement of Account attached hereto and incorporated herein as **Exhibit I**, plus prejudgment interest, costs, and reasonable attorneys' fees, and that all just and lawful offsets, discounts, payments and credits have been allowed.

Gulf Stream Construction Company, Inc.

Shawn M Sullivan

By: Shawn Sullivan
Its Assistant Controller

SWORN to and subscribed before me this
1st day of February, 2019

Shere A. Hills

NOTARY PUBLIC FOR CHARLESTON
My Commission Expires: 5/26/26

SHERE A. HILLS NOTARY PUBLIC STATE OF SOUTH CAROLINA My Comm. Expires May 26, 2026

ELECTRONICALLY FILED - 2023 May 16 9:41 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

EXHIBIT "I"

STATEMENT OF ACCOUNT

Date: February ___, 2019

Property Address: 404 King Street
Charleston, South Carolina 29403

Owner: Library Associates, LLC

Contracting Party: Balfour Beatty Construction, LLC

Personally, appeared before me, Gulf Stream Construction Company, Inc., by Shawn Sullivan its Assistant Controller, who, first being duly sworn, deposes and states that Gulf Stream Construction Company, Inc. has provided materials and labor for the benefit of Owner named above as described herein as follows:

Total materials and labor supplied	$1,542,810.46
Less payments to date	- $1,423,658.29
Balance on account	$119,152.17

The undersigned further states that this Statement of Account is a true and just account of the amount due to Gulf Stream Construction Company, Inc., with all just credits given, for building materials and associated labor furnished to and actually used in the course of construction on the Property of Owner, by virtue Gulf Stream Construction Company, Inc.'s contract with the Contracting Party to furnish materials to and for the benefit of the Owner.

Gulf Stream Construction Company, Inc.

Shawn M Sullivan

By: Shawn Sullivan
Its Assistant Controller

SWORN to and subscribed before me this
1st day of February, 2019

Shere A. Hills

NOTARY PUBLIC FOR CHARLESTON

My Commission Expires: 5/26/26

SHERE A. HILLS NOTARY PUBLIC STATE OF SOUTH CAROLINA My Comm. Expires May 26, 2026

ELECTRONICALLY FILED - 2023 May 16 9:41 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

DEFENDANT LIBRARY ASSOCIATES, LLC'S

TRIAL EXHIBIT #46

ELECTRONICALLY FILED - 2023 May 16 9:41 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

9-5-19

STATE OF ~~SOUTH~~ CAROLINA)
)
COUNTY OF CHARLESTON)

Precision Walls, Inc.,)
)
Plaintiff,)
)
v.)
)
Library Associates, LLC, Metropolitan Life Insurance Company and Balfour Beatty Construction, LLC,)
)
Defendants.)

BP0775778

PGS: 6

NOTICE AND CERTIFICATE OF MECHANIC'S LIEN

License Number: 13494

TO THE ABOVE-NAMED DEFENDANT:

NOTICE IS HEREBY GIVEN that a Mechanic's Lien is claimed pursuant to *S.C. Code Ann.* § 29-5-10 and 20 et. seq. (1976, as amended) by Precision Walls, Inc., above-named, and is being filed in the Office of the Register of Deeds for Charleston County, South Carolina on behalf of the above-named Plaintiff for labor, equipment and/or materials furnished and actually used in the erection, alteration or improvements to the real estate more fully described in Exhibit A attached hereto and incorporated herein by reference and that the undersigned Plaintiff has furnished labor, services and materials in improving said real estate by virtue of an agreement with and/or the consent of the owners of said real estate. Plaintiff craves reference to Exhibit B attached hereto and incorporated herein by reference, which is a just and true statement of account of monies due to the Plaintiff for such labor, services or materials provided at the request of or with the consent of the owners of said real estate or with their authorization.

That by virtue thereof, by the serving and filing of this Notice and Certificate, and pursuant to the provisions of the Code of Laws of South Carolina in such cases as have been made and provided, the Plaintiff has and claims a lien to secure the payment of the debt so due and the cost of enforcing

DEFENDANT'S EXHIBIT 46

property, buildings and/or structures hereinabove mentioned and upon the real property described in Exhibit A attached hereto.

By: _____

Joey R. Floyd, SC Bar No.: 68491
Bruner Powell Wall & Mullins, LLC
Post Office Box 61110
1735 St. Julian Place, Suite 200
Columbia, South Carolina 29260
(803) 252-7693
Attorneys for the Plaintiff

January 31, 2019

Columbia, SC

SWORN to before me this 31st day of January, 2019

_____(SEAL)
Notary Public for South Carolina
Printed Name of Notary: Leigh Dominick
My Commission Expires: 4/24/28

ELECTRONICALLY FILED - 2023 May 16 9:41 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

ELECTRONICALLY FILED - 2023 May 16 9:41 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

EXHIBIT "A"

Property Address: 404 King Street, Charleston, South Carolina

Owner of Property(ies): Library Associates, LLC

Description of Property(ies) subject to lien:

ALL that certain piece, parcel or tract of land, with the buildings and improvements thereon, situate, lying and being on the southeast corner of King and Hutson Streets, in the City of Charleston, State of South Carolina, shown and designated as "Lot 1" containing 0.722 acres, more or less, on a plat thereof entitled "PLAT OF THE ADJUSTMENT OF PROPERTY LINES BETWEEN LOT 1, 404 KING STREET & LOT 2, 337 MEETING STREET, CITY OF CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA, PREPARED FOR OLD CITADEL ASSOCIATES, LLC" prepared by F. Elliotte Quinn III, South Carolina Professional Land Surveyor, License No. 10292, dated June 14, 2011, and recorded in the RMC Office for Charleston County, South Carolina in Plat Book L11, at Page 0185; said Lot 1 having such size, shape, dimensions, buttings and boundings as will by reference to said plat more fully appear, said plat being incorporated herein and made a part hereof by this reference.

BEING a portion of the same property conveyed to Library Associates, LLC by deed of The County of Charleston, dated March 14,1995, recorded March 15, 1995 in the RMC Office for Charleston County, South Carolina in Book L-253, Page 629; also being a portion of the property conveyed to Hofford-Library, LLC by deed of Library Associates, LLC, dated December 30, 2008, recorded December 31, 2008, in the RMC Office for Charleston County, South Carolina in Book 0027, Page 418; also being a portion of the property conveyed to Library Associates, LLC, by deed of Hofford-Library, LLC, dated January 11, 2010, recorded January 12, 2010, in the RMC Office for Charleston County, South Carolina, in Book 0102, Page 032; and also being a portion of the property conveyed to Library Associates, LLC by Deed of Old Citadel Associates, LLC dated June 16, 2011, recorded in the RMC Office for Charleston County on June 17, 2011, in Book 0192, at Page 809.

TMS No. 460-16-04-009

EASEMENT PARCEL

TOGETHER WITH the easement rights arising under that certain Easement and Encroachment Agreement by and between Library Associates, LLC and Washington Light Infantry and Sumter Guards Board of Officers, Inc. dated as of December 16, 2014, recorded in the RMC Office of Charleston County on December 23, 2014, in Book 0448, at Page 211.

SUBLEASEHOLD PARCEL

TOGETHER WITH the subleasehold estate created in favor of Library Associates, LLC pursuant to that certain Sublease Agreement by and among City Council of Charleston, a/k/a the City of Charleston ("Landlord"), Library Associates, LLC (Subtenant "A") and Old Citadel Associates, LLC (Subtenant "B"), (collectively referred to as "Subtenants") dated December 21, 2001, and recorded December 31, 2001 at Book S-392, Page 832, in the RMC Office for Charleston County, as amended by that Recognition Agreement by and among Library Associates, LLC ,The Washington Light Infantry and Sumter Guards Board of Officers, Inc., the City Council of Charleston, and Metropolitan Life Insurance Company, dated March 19, 2015, recorded in the RMC Office of Charleston County, on March 19, 2015, in Book 0463, at Page 654, and by that Recognition Agreement by and among Library Associates, LLC , the City Council of Charleston, and Metropolitan Life Insurance Company, dated March 19, 2015, recorded in the RMC Office of Charleston County, on March 19, 2015, in Book 0463 at Page 655.

ELECTRONICALLY FILED - 2023 May 16 9:41 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

EXHIBIT "B"
STATEMENT OF ACCOUNT

Claimant/ Mechanic Lienor: Precision Walls, Inc.

Owner: Library Associates, LLC

Nature of labor, materials and/or
Equipment supplied:

a. Delegated design for engineered metal truss roof system and all cold formed metal framing
b. Metal Roof Trusses and metal decking
c. Cold formed metal framing
d. Exterior sheathing
e. Installation of hollow metal frames in metal stud walls only
f. Polyisocyanurate insulation, rigid insulation, and batt insulation
g. FRP Columns & GRG domes
h. Non-load bearing interior metal stud framing
i. Firestopping and sound caulking and head of wall and bottom of wall only
j. Installation of access panels
k. Drywall Assemblies
l. Acoustical Ceiling Grid and Tile
m. Operable partitions
n. Associated labor and materials with the above-referenced work

Property Subject: See Exhibit "A" to Notice and Certificate of Mechanic's Lien

Total Amount Due: $1,236,284.65 plus interest and attorney's fees

****

I hereby certify that the amount due to Precision Walls, Inc. for the above-referenced labor, materials and/or accessories supplied to the Owner's property, after all just credits and debits as of this date is the amount shown above, plus interest at the contract rate and/or statutory prejudgment rate and attorney's fees.

Precision Walls, Inc.

By: _____
Tom Sneed
Its: CFO

SWORN to before me this 31st day
of January 2019

Kristen Stojka (SEAL)
Notary Public for ~~South~~ North Carolina
Printed Name of Notary: Kristen Stojka
My Commission Expires: 4-12-21

KRISTEN STOJKA NOTARY PUBLIC WAKE COUNTY, NC MY COMM EXP APRIL 12 2021

ELECTRONICALLY FILED - 2023 May 16 9:41 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

Precision Walls, Inc.,)
)
Plaintiff,)
)
v.) **CERTIFICATE OF SERVICE**
)
Library Associates, LLC, Metropolitan Life Insurance Company and Balfour Beatty Construction, LLC,)
)
Defendants.)

I, Leigh Dominick, an employee of Bruner, Powell, Wall & Mullins, LLC, attorneys for Plaintiff/Lien Claimant, do hereby certify that on the 14th day of February, 2019, I served the pleadings/documents set forth below on the person(s) identified below, by depositing copies thereof in the U.S. Mail, (Certified Mail, Return Receipt Requested, Delivery Restricted to Addressee), in an envelope securely sealed:

Pleadings/Documents Served:

Notice and Certificate of Mechanic's Lien (with Exhibits A & B), dated Jan. 31, 2019

Person(s) Served:

Michael R. Bennett., Registered Agent
Library Associates, LLC
17 Lockwood Blvd., Suite 400
Charleston, SC 29401

Metropolitan Life Insurance Company
c/o Managing Director, Real Estate Investments
10 Park Avenue
Morristown, NJ 07962

Balfour Beatty Construction, LLC
c/o Corporation Service Company
1703 Laurel Street
Columbia, SC 29201

Leigh Dominick

ELECTRONICALLY FILED - 2023 May 16 9:41 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

...S PAGE

...page MUST remain
...the original document

Filed By:
BRUNER POWELL ROBBINS WALL & MULLINS
1735 ST. JULIAN PL., SUITE 200
PO BOX 61110
COLUMBIA, SC 29260-1110

RECORDED

Date:	February 5, 2019
Time:	10:08:47 AM

Book	Page	DocType
0775	778	Mech/Llen

Michael Miller, Register
Charleston County, SC

MAKER:
LIBRARY ASSOCIATES ETC

RECIPIENT:
PRECISION WALLS INC

Original Book:

Original Page:

# of Sats:

Note:

# of Pages:	6
# of References:	

Recording Fee	$ 10.00
Extra Reference Cost	$ -
Extra Pages	$ 1.00
Postage	$ -
Chattel	$ -
TOTAL	$ 11.00

DRAWER: Drawer 3
CLERK: ECP

0775 Book

778 Page

02/05/2019 Recorded Date

6 # Pgs

Original Book

Original Page

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ELECTRONICALLY FILED - 2023 May 16 9:41 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

DEFENDANT LIBRARY ASSOCIATES, LLC'S

TRIAL EXHIBIT #47

ELECTRONICALLY FILED - 2023 May 16 9:41 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

BP0775800

PGS: 7

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

BERNHARD MCC, LLC,
Plaintiff,

v.

LIBRARY ASSOCIATES, LLC and BALFOUR BEATTY CONSTRUCTION, LLC,
Defendants.

IN THE REGISTER OF DEEDS

NOTICE AND CERTIFICATE OF MECHANIC'S LIEN

NOTICE IS HEREBY GIVEN that the Plaintiff, **BERNHARD MCC, LLC** ("BMCC" OR "Plaintiff"), License Number G120031, pursuant to S.C. Code Ann. § 29-5-10 and 20 *et seq.* (1976, as amended), claims a lien against the property as owned by **LIBRARY ASSOCIATES, LLC** ("Owner") in the principal amount of not less than Six Million Five Hundred Thirty-Nine Thousand Nine Hundred Ninety-Two and 14/100 Dollars ($6,539,992.14), for labor and materials provided by Plaintiff pursuant to a written agreement with **BALFOUR BEATTY CONSTRUCTION, LLC** ("Balfour"). Plaintiff provided labor and materials for HVAC and plumbing improvements on the subject property, situated on the real estate described in **EXHIBIT A** ("Property"), attached hereto and incorporated herein by reference. The Property is commonly referred to as the Hotel at Marion Square, 404 King St., Charleston, Charleston County, South Carolina 29401.

The undersigned Petitioner has furnished, within ninety (90) days of the date hereof, labor and materials for HVAC and plumbing improvements on the subject property by virtue of an agreement with the general contractor, Balfour. The improvements were made pursuant to the express and/or implied authorization of the owner. The value of the labor and materials furnished, with all just credits given, totals **Six Million Five Hundred Thirty-Nine Thousand Nine**

DEFENDANT'S EXHIBIT 47

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Hundred Ninety-Two and 14/100 Dollars ($6,539,992.14), as is evidenced by the Affidavit and Verified Statement of Account filed contemporaneously herewith and incorporated by reference.

That by virtue of the aforesaid labor and materials furnished to the Property, by the serving and filing of this Notice and Certificate, and pursuant to the provisions of the Code of Laws of South Carolina in such cases as have been made and provided, Plaintiff has and claims a lien interest to secure the payment of the debt so due and the cost of enforcing said lien upon the property, buildings and/or structures hereinabove mentioned and upon the real property described in **EXHIBIT A.**

WHEREFORE, Plaintiff claims a Mechanics Lien in an amount no less than **Six Million Five Hundred Thirty-Nine Thousand Nine Hundred Ninety-Two and 14/100 Dollars ($6,539,992.14)**, plus interest, attorney's fees, all other damages incurred and the costs and disbursements of this action.

This 5 day of February 2019 in Charleston, South Carolina.

RESPECTFULLY SUBMITTED:

WALKER GRESSETTE FREEMAN LINTON, LLC

John Linton (SC Bar # 79130)
Walker Gressette Freeman Linton, LLC
66 Hassell Street
Charleston, SC 29401
Telephone: 843.727.2238
Fax: 843.727.2238

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EXHIBIT A

Property Address: 404 King Street, Charleston, SC29403

Owner of Property: Library Associates, LLC

Description of Property subject to lien:

ALL that certain piece, parcel or tract of land, with the buildings and improvements thereon, situate, lying and being on the southeast corner of King and Hutson Streets, in the City of Charleston, State of South Carolina, shown and designated as "Lot 1" containing 0.722 acres, more or less, on a plat thereof entitled "PLAT OF THE ADJUSTMENT OF PROPERTY LINES BETWEEN LOT 1, 404 MEETING STREET & LOT 2, 337 MEETING STREET, CITY OF CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA, PREPARED FOR OLD CITADEL ASSOCIATES, LLC" prepared by F. Elliotte Quinn III, South Carolina Professional Land Surveyor, License No. 10292, dated June 14, 2011, and recorded in the RMC Office for Charleston County, South Carolina in Plat Book L11, at Page 0185; said Lot 1 having such size shape, dimensions, buttings and boundings as will by reference to said plat more fully appear, said plat being incorporated herein and made a part hereof by this reference.

BEING a portion of the property conveyed to Old Citadel Associates, LLC by deed of The County of Charleston, dated March 14, 1995, recorded March 15, 1995 in the RMC Office for Charleston County, South Carolina in Book L-253, Page 629; also being a portion of the property conveyed to Hofford-Library, LLC by deed of Library Associates, LLC, dated December 30, 2008, recorded December 31, 2008, in the RMC Office for Charleston County, South Carolina in Book 0027, Page 418; also being a portion of the property conveyed to Library Associates, LLC, by deed of Hofford-Library, LLC, dated January 11, 2010, recorded January 12, 2010, in the RMC Office for Charleston County, South Carolina in Book 0102, Page 032; and also being a portion of the property conveyed to Library Associates, LLC by Deed of Old Citadel Associates, LLC dated June 16, 2011, recorded in RMC Office for Charleston County on June 17, 2011, in Book 0192, at Page 809.

TMS#: 460-16-04-009

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STATE OF SOUTH CAROLINA **COUNTY OF CHARLESTON** BERNHARD MCC, LLC, Plaintiff, v. LIBRARY ASSOCIATES, LLC and BALFOUR BEATTY CONSTRUCTION, LLC, Defendants.	**IN THE REGISTER OF DEEDS** **AFFIDAVIT AND VERIFIED STATEMENT OF ACCOUNT**

Personally, appeared before me, Bernhard MCC, LLC (License Number G120031), by Philip T. Catanzaro, its President, who, first being duly sworn, deposes and states that he has personal knowledge of the matters stated herein, excepting only those matters stated upon information and belief. Pursuant to a contract with Balfour Beatty Construction, LLC (the "Contracting Party"), Bernhard MCC, LLC provided certain valuable materials and associated labor for the improvement of the Property described in the attached Notice and Certificate of Mechanic's Lien (the "Property") within the last ninety (90) days. The last time Bernhard MCC, LLC worked at the Property was on January 29, 2019. Upon information and belief, the subject Property is owned by Library Associates, LLC ("Owner") and such materials and labor were furnished to the Property at the request of or by consent of the Owner or some person or agent having authority from or rightfully acting for such Owner or authorized by the Owner.

The undersigned further states that there is past due and owing to Bernhard MCC, LLC for the provision of the materials and labor referenced herein the principal sum certain of not less than Six Million Five Hundred Thirty-Nine Thousand Nine Hundred Ninety-Two and 14/100 Dollars ($6,539,992.14), as evidenced by the Statement of Account attached hereto and incorporated herein as **Exhibit 1**, plus prejudgment interest, costs, and reasonable attorneys' fees, and that all just and lawful offsets, discounts, payments and credits have been allowed.

BERNHARD MCC, LLC

By: Philip T. Catanzaro
Its President

SWORN to and subscribed before me this
4th day of February, 2019

NOTARY PUBLIC FOR
My Commission Expires:

DAWN K. BUJOL
NOTARY PUBLIC #153437
State of Louisiana, Parish of Jefferson
My Commission is issued for life

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EXHIBIT "1"

STATEMENT OF ACCOUNT

Date: February 4, 2019

Property Address: 404 King St., Charleston, Charleston County, South Carolina 29401

Owner: Library Associates, LLC

Contracting Party: Balfour Beatty Construction, LLC

Personally, appeared before me, Bernhard MCC, LLC (License Number G120031), by Philip T. Catanzaro, its President, who, first being duly sworn, deposes and states that Bernhard MCC, LLC as of the date of this Affidavit and Verified Statement of Account, the unpaid value of the contract rate and the reasonable value of the labor, services and materials furnished by Bernhard MCC, LLC for the benefit of Owner named above at the Property named above is **Six Million Five Hundred Thirty-Nine Thousand Nine Hundred Ninety-Two and 14/100 Dollars ($6,539,992.14)**, as set forth below:

BMCC Contract Balance	$137,917.73
Change Orders Approved for Less than Amount Sought by BMCC	$130,106.62
Unapproved Proposed Change Orders	$871,282.45
Extended General Conditions	$1,919,282.82
Overtime	$19,982.40
Per Diem	$364,837.50
General Clean Up	$123,872.12
BIM	$197,388.30
Core Drill	$71,153.95
Material Escalation	$229,050.10
Chemical Treatment	$12,000.00
Subcontractor Extended General Conditions Claims	$253,202.40
Productivity Claim	$2,140,450.00
Total:	**$6,539,992.14**

The undersigned further states that this Statement of Account is a true and just account of the amount due to Bernhard MCC, LLC, with all just credits given, for building materials and associated labor furnished to and actually used in the course of construction on the Property of Owner, by virtue Bernhard MCC, LLC's contract with Balfour Beatty Construction, LLC to furnish labor and materials to and for the benefit of the Owner.

BERNHARD MCC, LLC

Philip T. Catanzaro

By: Philip T. Catanzaro
Its President

SWORN to and subscribed before me this

4th day of February, 2019

NOTARY PUBLIC FOR

My Commission Expires:

DAWN K. BUJOL
NOTARY PUBLIC #153437
State of Louisiana, Parish of Jefferson
My Commission is issued for life

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RECORDER'S PAGE

NOTE: This page MUST remain with the original document

Filed By:
WALKER GRESSETE FREEMAN & LINTON
PO BOX 22167

CHARLESTON SC 29413

RECORDED

Date: February 6, 2019
Time: 11:15:57 AM

Book	Page	DocType
0775	800	Mech/Lien

Michael Miller, Register
Charleston County, SC

MAKER:
LIBRARY ASSOCS AL

RECIPIENT:
BERNHARD MCC LLC

Original Book:

Original Page:

# of Pages: 7
# of Sats:
# of References:

Note:

Recording Fee	$ 10.00
Extra Reference Cost	$ -
Extra Pages	$ 2.00
Postage	$ -
Chattel	$ -
TOTAL	$ 12.00

DRAWER Drawer 4
CLERK SLW

0775 — Book
800 — Page
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7 — # Pgs

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DEFENDANT LIBRARY ASSOCIATES, LLC'S

TRIAL EXHIBIT #48

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Library Associates, LLC

February 10, 2019

VIA CERTIFIED MAIL - RETURN RECEIPT REQUESTED
VIA EMAIL

Mr. Pat Dean
Balfour Beatty Construction, LLC
1930 Camden Road, Suite 280
Charlotte, NC 28203

RE: Bernhard MCC, LLC vs. Library Associates, LLC, et.al.
Notice and Certificate of Mechanic's Lien on
404 King Street, Charleston, SC

Dear Mr. Dean:

Please accept this letter as official notice that Library Associates, LLC is in receipt of the above referenced Mechanics Lien dated February 5, 2019.

In accordance with Section 9.3.1.2 of A201 of the Contract Documents for "Hotel at Marion Square" (Project) between Library Associates, LLC (Owner) and Balfour Beatty Construction, LLC (Construction Manager), the Contractor shall immediately bond such lien in accordance with applicable law or otherwise cause such lien to be discharged, at the Contractor's sole expense.

Sincerely,

Kimberly B. Brown
Authorized Agent

cc: Jim Clement – Matrix Program Management Services, LLC
Buck Lindsey – Winford Lindsey Architect
Jeff Sandeen – Balfour Beatty Construction, LLC
David Simonton – Balfour Beatty Construction, LLC
Tom Ryan – MetLife Real Estate



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Library Associates, LLC

February 10, 2019

VIA CERTIFIED MAIL - RETURN RECEIPT REQUESTED
VIA EMAIL

Mr. Pat Dean
Balfour Beatty Construction, LLC
1930 Camden Road, Suite 280
Charlotte, NC 28203

RE: Precision Walls, Inc. vs. Library Associates, LLC, et.al.
Notice and Certificate of Mechanic's Lien on
404 King Street, Charleston, SC

Dear Mr. Dean:

Please accept this letter as official notice that Library Associates, LLC is in receipt of the above referenced Mechanics Lien dated January 31, 2019.

In accordance with Section 9.3.1.2 of A201 of the Contract Documents for "Hotel at Marion Square" (Project) between Library Associates, LLC (Owner) and Balfour Beatty Construction, LLC (Construction Manager), the Contractor shall immediately bond such lien in accordance with applicable law or otherwise cause such lien to be discharged, at the Contractor's sole expense.

Sincerely,

Kimberly B. Brown
Authorized Agent

cc: Jim Clement – Matrix Program Management Services, LLC
Buck Lindsey – Winford Lindsey Architect
Jeff Sandeen – Balfour Beatty Construction, LLC
David Simonton – Balfour Beatty Construction, LLC
Tom Ryan – MetLife Real Estate

Library Associates, LLC

February 10, 2019

VIA CERTIFIED MAIL - RETURN RECEIPT REQUESTED
VIA EMAIL

Mr. Pat Dean
Balfour Beatty Construction, LLC
1930 Camden Road, Suite 280
Charlotte, NC 28203

RE: Gulf Stream Construction Company, Inc. vs. Library Associates, LLC, et.al.
Notice and Certificate of Mechanic's Lien on
404 King Street, Charleston, SC

Dear Mr. Dean:

Please accept this letter as official notice that Library Associates, LLC is in receipt of the above referenced Mechanics Lien dated February 4, 2019.

In accordance with Section 9.3.1.2 of A201 of the Contract Documents for "Hotel at Marion Square" (Project) between Library Associates, LLC (Owner) and Balfour Beatty Construction, LLC (Construction Manager), the Contractor shall immediately bond such lien in accordance with applicable law or otherwise cause such lien to be discharged, at the Contractor's sole expense.

Sincerely,

Kimberly B. Brown
Authorized Agent

cc: Jim Clement – Matrix Program Management Services, LLC
Buck Lindsey – Winford Lindsey Architect
Jeff Sandeen – Balfour Beatty Construction, LLC
David Simonton – Balfour Beatty Construction, LLC
Tom Ryan – MetLife Real Estate

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DEFENDANT LIBRARY ASSOCIATES, LLC'S

TRIAL EXHIBIT #49

Gmail

404 King Street

Buck Lindsay <BLindsay@lpbatlanta.com> Tue, Feb 12, 2019 at 7:19 AM
To: Kim Brown <kbrown@bennetthospitality.com>, "pdean@balfourbeattyus.com" <pdean@balfourbeattyus.com>, "jsandeen@balfourbeattyus.com" <jsandeen@balfourbeattyus.com>, "Simonton, David" <dsimonton@balfourbeattyus.com>
Cc: James Clements <jclements@matrixse.com>, "Ryan, Thomas" <tryan@metlife.com>, Walter Bundy <walter@bundymcdonald.com>, Brent McDonald <Brent@bundymcdonald.com>

David - yesterday, Kim Brown transmitted Liens to those addressed here that have been filed on the Bennett Hotel by Gulfstream, Bernhard and Precision wall. They further complicate our already complicated need to reach project closeout. How do you proposed to address them?

Also, have not head back from you on my email to you dated 2/8/19, asking for specific information to be completed on the provided matrix, needed for me to make an initial determinate on the date of Substantial Completion.

Thx, Buck

[Quoted text hidden]

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DEFENDANT LIBRARY ASSOCIATES, LLC'S

TRIAL EXHIBIT #50

ELECTRONICALLY FILED - 2023 May 16 9:41 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Balfour Beatty

April 30, 2019

CERTIFIED MAIL RETURN RECEIPT REQUESTED

Sam Hadley, CPA/CFF, CFE, CGFM, CCA, CCP
Partner
Cotton & Company
635 Slaters Lane
4th Floor
Alexandria, VA 22314

Re: Hotel at Marion Square Project, Notice of Project Cost Review Response

Dear Mr. Hadley:

I am in receipt of your letter of April 22, 2019. For efficiency, this response will incorporate the same definitional terms used in your letter. Your request for documentation is inappropriate for numerous reasons to include, but not limited to, those enumerated below.

First, the Owner is in breach for failure to pay Balfour Beatty Construction and as such is not entitled to any benefits of the contract except as it might be able to prove in the litigation that has now been initiated.

Second, the mechanism for the owner to obtain documentation as alluded to in the preceding response is through the litigation that is now pending.

Third, the owner has waived its right to receive the requested information for numerous reasons.

Finally, the request is untimely as Substantial Completion was received on February 15, 2019, beyond the 60-day timeframe provided for production of the documents under the contract. See Section 7.1.11.

Sincerely,

BALFOUR BEATTY CONSTRUCTION, LLC

By: _____
David Simonton, V.P.

DEFENDANT'S EXHIBIT 50

ELECTRONICALLY FILED - 2023 May 16 9:41 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

DEFENDANT LIBRARY ASSOCIATES, LLC'S

TRIAL EXHIBIT #51

ELECTRONICALLY FILED - 2023 May 16 9:41 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Matrix
PROGRAM MANAGEMENT

322 Prince Street
Georgetown, SC
704-676-9996

March 14, 2019

Mr. Buck Lindsay
Winford Lindsay Architect
344 West Pike Street
Lawrenceville, GA 30046

Re: BBC Consolidated Claim Letter

Dear Buck:

Library Associates, LLC ("Owner") is now in receipt of documentation from the Contractor supporting the Consolidated Claim (Preliminary) submitted by Balfour Beatty Construction, LLC ("Contractor") on January 25, 2019. Winford Lindsay Architects ("Architect") was carbon copied on the submittal.

Given the extent of documents provided by the Contractor, the Owner requests 45 days to review the material and respond with its comments prior to your ruling on the claim. By requesting additional time to review the material, the Owner hereby in no way waives any rights under the contract documents with regard to its contesting all portions of the Contractor's Consolidated Claim or any other claim. The Owner would also request you to direct the Contractor to reestablish all folders previously included in the shared document control "Egnyte" site. This includes, but is not limited to, access to the Contractor's and subcontractor's Agreements, daily reports and punch lists as the Owner believes this information to be pertinent to the evaluation of the Contractor's Consolidated Claim.

The Owner submits this request is consistent with Section 4.4.2 of the A201 and the AOR's right to (1) request additional supporting data from the claimant or a response with supporting data from the other party.

The Owner will await your response pursuant to Section 4.4.2 of the A201.

Sincerely,

Jim Clements
Matrix Program Management Services, LLC.

CC: David Simonton – Balfour Beatty Construction
Jennifer Faulkinberry – Winford Lindsay Architect
Steve Eifert – SCG
Thomas Ryan – Metropolitan Life Insurance Co.
Kim Brown – Library Associates, LLC



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DEFENDANT LIBRARY ASSOCIATES, LLC'S

TRIAL EXHIBIT #52

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TAB 4



ELECTRONICALLY FILED - 2023 May 16 9:41 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

From: Starcevic, Nicholas
To: Eddie Carter
Cc: Alec Dooley (adooley@Balfourbeattyus.com); Spano, Tim; Daniel Ricci (DRicci@Balfourbeattyus.com); Marty Dale (mdale@balfourbeattyus.com); Eldridge, Johnny; Dorantes, Paola
Subject: FW: Meeting No. Sub-070 for Hotel at Marion Square [13026000] - Notice to Cure
Date: Wednesday, November 9, 2016 10:26:00 AM
Attachments: Meeting-Sub-070.0-Subcontractor Meeting.htm
RFI Log 11.8.16.pdf
Submittal Log 11.8.16.pdf
MSH - Three Week Look Ahead 11.8.pdf
Importance: High

Eddie,

PASCO's onsite coordination has become a hot topic of late. My understanding is that PASCO's field staff is being directed to proceed with all install based on their uncoordinated shop drawings. We need to clarify a few things on how we got to this point and set a precedent moving forward.

- PASCO has not fully participated in BIM coordination nor fully modeled their scope of work. We need to be clear that this is a contractual obligation that PASCO did not fulfill. Due to this, the team has proceeded with modeling and PASCO will have to revise their drawings and model accordingly.
- Any and all changes for PASCO and other trades on L1 and L2 will be the responsibility of PASCO so long as other trades are installed per the BIM model.
- On L3-8, PASCO cannot proceed with install until **AFTER** other trades are installed since PASCO has not coordinated their scope of work with other trades. Any modifications to routing and/or other trades will be the responsibility of PASCO.

Additionally, PASCO needs to be fully represented onsite as part of your contractual obligation. We have concern that your onsite foreman is not decision maker nor does he take direction from BBC. We have tried to communicate the above with him, but he defers to offsite management (Eddie). It is imperative that there is someone onsite who actively participates in all coordination and sub meeting that can make decisions and take direction.

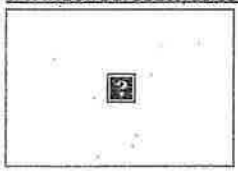
We should be complete with L9 modeling this week and will immediately move into coordinating PASCO's files in the BIM model. The submitted files need to be coordinated with the current BIM model prior to sending. Please confirm these have been submitted and coordinated with other trades.

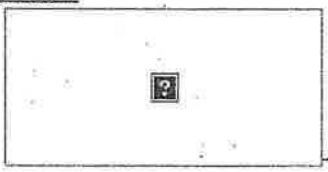
Also, the attached is an official notice to cure based on the above information. We would like to meet onsite this week to come up with a game plan for resolution. Please advise if Friday, November 11 @ 10:30am will work.

Thanks,

Nick Starcevic | Project Manager
mobile: 704-361-3265 | email: NStarcevic@Balfourbeattyus.com
Balfour Beatty Construction | 306 Meeting St. Suite 300, Charleston, SC 29401

www.balfourbeattyus.com | Facebook | Twitter | YouTube | LinkedIn





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

From: Alec Dooley [mailto:system@constructware.com]
Sent: Tuesday, November 08, 2016 6:31 PM
To: Dooley, Alec <adooley@Balfourbeattyus.com>; hazena@lithko.com; cvenable@oldnorthstatemasonry.com; cfrancke@gulfstreamconstruction.com; DWinovich@watsonelec.com; Ricci, Daniel <DRicci@Balfourbeattyus.com>; dtraub@bakerroofing.com; ECarter@pasco-inc.com; estoehr@mccgroup.com; Eldridge, Johnny <JEldridge@Balfourbeattyus.com>; jcagle@bakerroofing.com; beechj@lithko.com; kirkstephens@davidallen.com; Dale, Marty <mdale@balfourbeattyus.com>; mschneida@mccgroup.com; mtran@bakerroofing.com; mzinna@precisionwalls.com; Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>; rauben919@aol.com; quinnt@lithko.com; Spano, Tim <timspano@Balfourbeattyus.com>; twilliams@precisionwalls.com
Subject: Meeting No. Sub-070 for Hotel at Marion Square [13026000]
Team,
Please see the attached agenda and exhibits for supporting tomorrow's subcontractor meeting.
Thank you,
Alec Dooley | Senior Project Engineer
mobile: 704.614.4907 | email: adooley@balfourbeattyus.com Balfour Beatty Construction | 306 Meeting Street, Suite 300, Charleston, SC 29401| www.balfourbeattyus.com

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Balfour Beatty Construction

Meeting Agenda

Project [13026000] - Hotel at Marion Square **View Date** 11/8/2016

Balfour Beatty Construction, LLC
1930 Camden Road
Suite 280
Charlotte, NC 28203
Phone: 704-319-4000
Fax: 704-319-4001

Meeting No. Sub-070

Meeting Type	Subcontractor	**Date**	11/9/2016
Subject	Subcontractor Meeting	**Time**	8:00 AM ET
Prepared By	Alec Dooley	**Location**	BBC Jobsite Conference Room

Meeting Attendance

Company - Attendee	Required	Attended	Company - Attendee	Required	Attended
Baker Roofing Company - David Traub	☑	☑	David Allen Company, Inc. - Kirk Stephens	☐	☐
Baker Roofing Company - Jon Cagle	☑	☑	Gulf Stream Construction Company, Inc - Craig Francke	☐	☐
Baker Roofing Company - Michael Tran	☑	☑	Lithko Contracting Inc - Anthony Hazen	☐	☐
Balfour Beatty Construction, LLC - Alec Dooley	☑	☑	Lithko Contracting Inc - Josh Beech	☐	☐
Balfour Beatty Construction, LLC - Dan Ricci	☑	☑	Lithko Contracting Inc - Tim Quinn	☐	☐
Balfour Beatty Construction, LLC - John Eldridge	☑	☑	Old North State Masonry, LLC - Chip Venable	☐	☐
Balfour Beatty Construction, LLC - Marty Dale	☑	☑	Palmetto Automatic Sprinkler Company, Inc. - Eddie Carter	☐	☐
Balfour Beatty Construction, LLC - Nick Starcevic	☑	☑	Precision Walls Incorporated - Troy Williams	☐	☐
Balfour Beatty Construction, LLC - Tim Spano	☑	☑	Precision Walls, Inc. - Michael Zinna	☐	☐
Bernhard MCC, LLC - Eric Stoehr	☑	☑	Waterproofing Specialties, Inc. - Raunel Benitez	☐	☐
Bernhard MCC, LLC - Michael Schneida	☑	☑	Watson Electrical Construction Co., LLC - Dale Winovich	☐	☐

Ordered By Item No., Item Type

Item No.	Type	Category	Item Summary Agenda Details ***Desired Outcome***	Responsible Parties	Due Date
Sub 013-001			**Safety** Safety orientations daily at 7:00 AM except for Tuesday's (following safety meeting). PTPs need to be turned in every morning by 7:30. Platform ladders only. If a lull doesn't have a proximity alarm then it isn't allowed on site. Watch out for each other. No one works alone. Tuesday morning **7:00** meeting to discuss any safety concerns. Site access is limited. Make sure to close gates after you exit and enter. Any visitors need to sign a release and have all PPE. Controlled access zone. Need to emphasize maintaining 10ft between operating equipment and workers on site. Snow fence has been installed aroud the building perimeter. If there is any need to take down the fence, please replace it once finished.		

R - 15780

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			Dig permits are required before starting any excavatio: gital files have been sent to the subcontractors project managers. Hard copies are available in the BBC field office. Remember to call before you dig. **9/28/16 - Old North State will need to coordinate when they are laying block on the east elevation.** **10/26/16 - Reminder to consolidate debris if you can not get it out of the building.** **10/26/16 - Ninth floor handrails will need to be inspected and turned over once Lithko finishes scope on level 09.** **11/2/16 - Temporary electrical panels need at least three foot of clearance. No material is to be stored in front of panels.**		
Sub 013-002			**Quality Control** This is a 100 year building. Stress this to everyone in the field that this building is going to be around for a long time and to take pride in their work. **10/26/16 - BMCC to provide a survey of second floor sleeves out of walls for resolution.** **11/2/16 - BBC will be sending out notifications for B360F inspections next week.** • Piping, Ductwork (11/7) • Framing (11/8) • Electrical (11/10) • Fire Protection (11/11) 11/2/16 - Mechanical Engineer Field Report #1 to be uploaded into BIM360 once received.		
Sub 013-003			**Relationships** This is BBC's first project in downtown. Make us and yourselves look good. Do whatever you can to limit contact with pedestrians. If you see a better way to do something please bring it to Dan's attention. Plan ahead to get your materials in on Friday for any Saturday work because access will be limited. Saturday is the makeup day. **10/26/16 - Nobody is to take lunch or breaks between Hutson Alley and Embassy. If you want to leave the job to take a lunch break, please use the park.**		

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			11/2/16 - BBC has three certified buck hoist ope ; on site. They are Tommy, Latone, and Fletcher. **11/2/16 - Buckhoist coverage will be available from 6AM to 6PM. If other hours are needed, please coordinate with Daniel Ricci.**		
Sub 013-004			**General** All deliveries must be coordinated with Balfour Beatty. BBC reserves the right to turn away an unscheduled delivery. **10/19/16 - Structural Engineer, Mechanical Engineer, and Interior Designer have site visits scheduled for this week. BBC to distribute open issues from their inspections.** • 11/9 - Mechanical Field Report #1 has been issued and uploaded to BIM360Field. **10/19/16 - BBC to host BIM360Field training session the week of 10/24.** • **11/2/16 - BIM360 Training has been moved to 11/4.**		
Sub 013-005			**Schedule** **11/9/16 - Please see the attached three week look ahead.**		
Sub 013-006			**Lithko** Other subs need to protect slab if they're planning to work on it. Need to coordinate lay down areas. No room left on site.		

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Sub 013-007			**Gulf Stream** **11/2/16 - Gulf Stream not in attendance.**		
Sub 013-009			**PASCO** **10/19/16 - Pasco needs response to their RFI regarding lowering the sprinkler main.** **11/2/16 - PASCO not in attendance.**		
Sub 013-011			**BMCC** Design issues. **6/1/16 - Resolution needed for the overhead duct work at stair 4. Location and direction for a two hour rated access panel is needed.** • **10/5/16 - Layout has been given but clash coordination is not complete.** **7/13/16 - Coordination between Master Control Switch and Telkom needs to be completed.** • **8/24/16 - BMCC is pricing the Telkom system.** • **11/2/16 - BMCC is roughing in controls per the contract documents.** **7/13/16 - BMCC would like clarification on future plans to revise the Permit Set documents.** • **8/3/16 - Permit Set is to be resubmitted after MOD 7.**		

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			10/12/16 - BMCC needs direction to release gues[illegible] plumbing fixtures. BBC has RFI's outstanding to address remaining items. P[illegible]g is being finalized. **10/12/16 - BMCC has submitted a revised Grilles, Registers, and Diffusers package. BBC to submit to WLA.**		
Sub 013-012			**Watson** Watson would like to remind everyone to take precaution around MC cable penetrating the slab. **9/28/16 - Lock Out Tag Out meeting will be scheduled before power is live. Date TBD.** **10/26/16 - Square D has found an issue with SI32. BBC to RFI.** **10/26/16 - Watson needs information to mount DW-06, DW-12, and DW-23.**		
Sub 013-013			**Waterproofing Specialties** **11/2/16 - WSI not in attendance.**		
Sub 013-014			**Precision Walls, Inc.** Please mark rough openings for MEP on the slab next to the bottom track. **10/19/16 - PWI needs direction for when they can start shaft walls. Marty Dale to coordinate with BMCC and their insulator.** **10/19/16 - PWI has submitted an RFI regarding the fire rating requirement at Camelia's lounge.** **10/26/16 - PWI is missing door frames on level 02. These are the decorative doors leading from prefunction to the ballrooms.** • **11/2/16 - BBC is directing PWI to leave a one foot gap for these door frames to proceed with framing.**		

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Sub 013-015			**Old North State Masonry**		
Sub 013-016			**David Allen Tile**		
Sub 013-017			**New Issues** **10/18/16 - Please contact Alec Dooley if you need to add company personnel to the Subcontractor distribution or BIM360 Field. A working email address is required to be added to both Constructware and BIM360Field** **11/9/16 - BMCC, BBC, and Lithko to meet directly following this meeting to discuss housekeeping/seismic pads on the ninth floor.**		
Sub 013-018			**RFIs** If an outstanding RFI response is overdue, and affecting the critical path, please email Nick Starcevic notifying BBC of the delay. **11/9/16 - Please see the attached RFI Log**		

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Sub 013-019			**Submittals** If an outstanding submittal response is overdue, and affecting the critical path, please email Nick Starcevic notifying BBC of the delay. **11/9/16 - Please see the attached Submittal Log**		

Any misrepresentations or incorrect statements or action items must be brought to the immediate attention of the individual preparing these notes listed above.

Supporting Documents

Document Type	Document	Open	Description	Date	Size (KB)
File	RFI Log 11.8.16.pdf		RFI Log 11.8.16.pdf	11/8/2016	126
File	Submittal Log 11.8.16.pdf		Submittal Log 11.8.16.pdf	11/8/2016	64
File	MSH - Three Week Look Ahead 11.8.pdf		MSH - Three Week Look Ahead 11.8.pdf	11/8/2016	45

Distribution

Recipient	Company	Method	Date
Alec Dooley	Balfour Beatty Construction, LLC	Email: adooley@balfourbeattyus.com	11/8/2016
Anthony Hazen	Lithko Contracting Inc	Email: hazena@lithko.com	11/8/2016
Chip Venable	Old North State Masonry, LLC	Email: cvenable@oldnorthstatemasonry.com	11/8/2016
Craig Francke	Gulf Stream Construction Company, Inc	Email: cfrancke@gulfstreamconstruction.com	11/8/2016
Dale Winovich	Watson Electrical Construction Co. LLC	Email: DWinovich@watsonelec.com	11/8/2016
Dan Ricci	Balfour Beatty Construction, LLC	Email: dricci@balfourbeattyus.com	11/8/2016
David Traub	Baker Roofing Company	Email: dtraub@bakerroofing.com	11/8/2016
Eddie Carter	Palmetto Automatic Sprinkler Company, Inc.	Email: ECarter@pasco-inc.com	11/8/2016
Eric Stoehr	Bernhard MCC, LLC	Email: estoehr@mccgroup.com	11/8/2016
John Eldridge	Balfour Beatty Construction, LLC	Email: jeldridge@balfourbeattyus.com	11/8/2016
Jon Cagle	Baker Roofing Company	Email: jcagle@bakerroofing.com	11/8/2016

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Jos ch	Lithko Contracting Inc	Email: beechj@lithko.com	1/8/2016
Kirk S ens	David Allen Company, Inc.	Email: kirkstephens@davidallen.com	11/8/2016
Marty Dale	Balfour Beatty Construction, LLC	Email: mdale@balfourbeattyus.com	11/8/2016
Michael Schneida	Bernhard MCC, LLC	Email: mschneida@mccgroup.com	11/8/2016
Michael Tran	Baker Roofing Company	Email: mtran@bakerroofing.com	11/8/2016
Michael Zinna	Precision Walls, Inc.	Email: mzinna@precisionwalls.com	11/8/2016
Nick Starcevic	Balfour Beatty Construction, LLC	Email: nstarcevic@balfourbeattyus.com	11/8/2016
Raunel Benitez	Waterproofing Specialties, Inc.	Email: rauben919@aol.com	11/8/2016
Tim Quinn	Lithko Contracting Inc	Email: quinnt@lithko.com	11/8/2016
Tim Spano	Balfour Beatty Construction, LLC	Email: timspano@balfourbeattyus.com	11/8/2016
Troy Williams	Precision Walls Incorporated	Email: twilliams@precisionwalls.com	11/8/2016

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Balfour Beatty
Construction

BBC - RFI Log - A/E

Project: [13026000] Hotel at Marion Square
BALFOUR BEATTY Owner Agreement
20-1627180 110668
Library Associates,

View Date: 11/8/2016 5:23 PM ET
Data Date: 11/8/2016 5:00 PM ET

Balfour Beatty Construction, LLC
1930 Camden Road
Suite 280
Charlotte, NC 28203
Phone: 704-319-4000
Fax: 704-319-4001

RFI #	Subject	RFI Date	Due from A/E	Rcvd from A/E	Days Held	Days Overdue	Status
0228	Shutter Vertical Side Stile Width & Wind Load Capacity	11/17/2015	11/24/2015		357	350	Open
0626	Carolina Lantern Mounting Bracket	8/10/2016	8/17/2016		90	83	Open
0649	Carpet Seaming Diagrams	8/22/2016	8/29/2016		78	71	Open
0721	Guestroom Lav 1 Stop	10/3/2016	10/10/2016		36	29	Open
0722	Guestroom ST-1 Shower Trim	10/3/2016	10/10/2016		36	29	Open
0727	Managers Apartment Lighting Product Data	10/7/2016	10/14/2016		32	25	Open
0758	Elevator 3-4 8th Floor Rough Opening	11/1/2016	11/8/2016		7	0	Open
0760	Merkrete Vertical Transition Details	11/3/2016	11/10/2016		5		Open
0762	OFCI Light Fixtures DW-06 and DW-23	11/3/2016	11/10/2016		5		Open
0764	Camelias Lounge North Hornstrobe	11/4/2016	11/11/2016		4		Open

Report Total:

10

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A/E Submittal Log

Project: [13026000] Hotel at Marion Square

View Date: 11/8/2016 5:32 PM ET

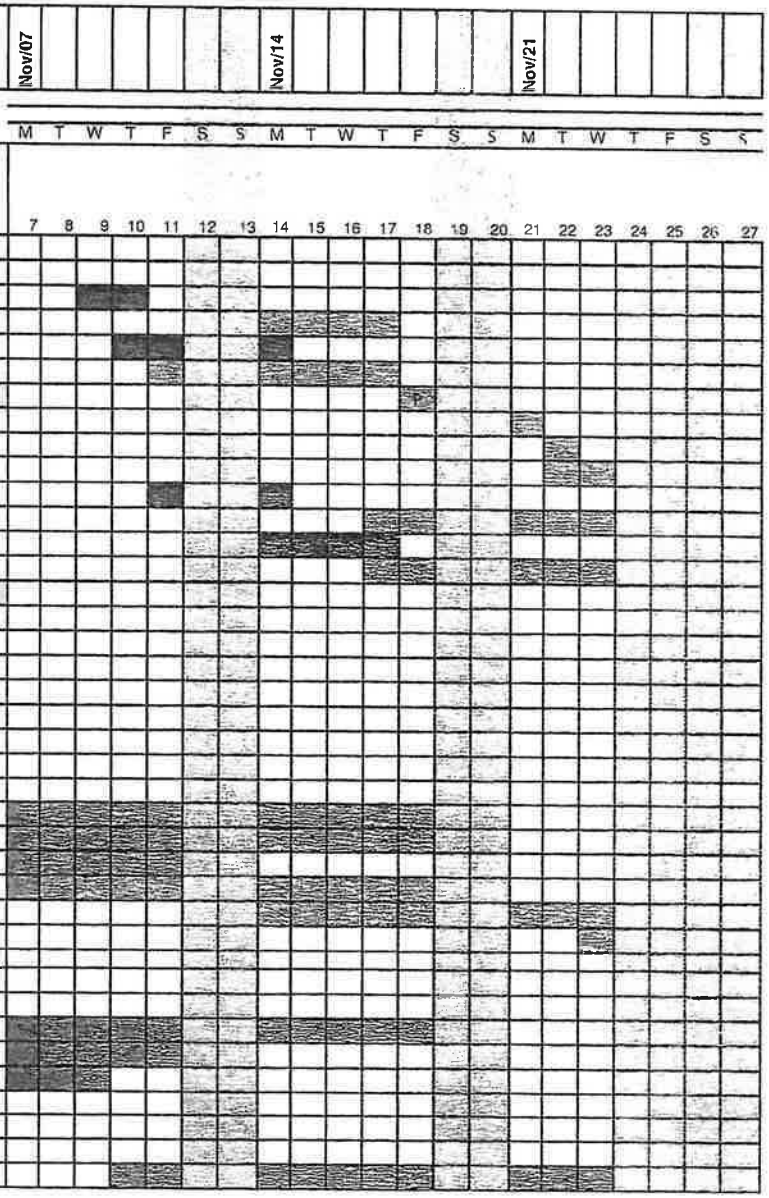
Data Date: 11/8/2016 5:00 PM ET

Submittal #	Rev.	Package #	Description	Company	Sent to A/E	Due from A/E	Rcvd from A/E	A/E days held	Item Status
05 505-05	0	05 505	Marquis Canopy Framing	Miscellaneous Steel Industries, Inc.	10/29/2016	11/12/2016		10	For Approval
05 520-05	0	05 520	Ornamental Railings Shop Drawings	Tate Ornamental, Inc.	10/28/2016	11/11/2016		11	For Approval
07 116-01	0	07 116	Latex Mastic Elastomeric Deck Waterproofing Product Data	David Allen Company, Inc.	10/28/2016	11/11/2016		11	For Approval
08 411-06	3	08 411-06.3	Bronze Fenestration and Exit Doors Shop Drawings	Strong Tower Construction, LLC dba Koch Corporation	8/8/2016	8/22/2016		92	For Approval
09 100-06	0	09 100	Elevator Lobby Groin Vault Shop Drawings	Precision Walls, Inc.	11/7/2016	11/21/2016		1	For Approval
09 310-08	0	09 310	Exterior Tile Setting Material Product Data	David Allen Company, Inc.	10/28/2016	11/11/2016		11	For Approval
10 001-11	0	10 001	Manager's Apartment Appliances	Warco Construction, Inc.	10/19/2015	11/2/2015		386	For Approval
14 210-03	1	14 210	Gearless Electric Traction Passenger Elevator (1-5) Shop Drawings	Otis Elevator Company	10/28/2016	11/11/2016		11	For Approval
14 210-11	0	14 210	Etched Elevator Door Sample	Otis Elevator Company	8/12/2016	8/29/2016		85	For Approval
15 010-11	0	15 010	Level 05 Piping Shop Drawings	Bernhard MCC, LLC	10/24/2016	11/7/2016		15	For Approval
15 010-12	0	15 010	Level 06 Piping Shop Drawings	Bernhard MCC, LLC	10/24/2016	11/7/2016		15	For Approval
15 800-15	0	15 800	Grilles, Registers, and Diffusers Product Data	Bernhard MCC, LLC	10/25/2016	11/8/2016		14	For Approval
16 500-09	0	16 500	Revised Carolina Lanterns	Watson Electrical Construction Co. LLC	7/6/2016	7/13/2016		125	For Approval

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Marion Hotel Pull Planning 3 Week Lookahead

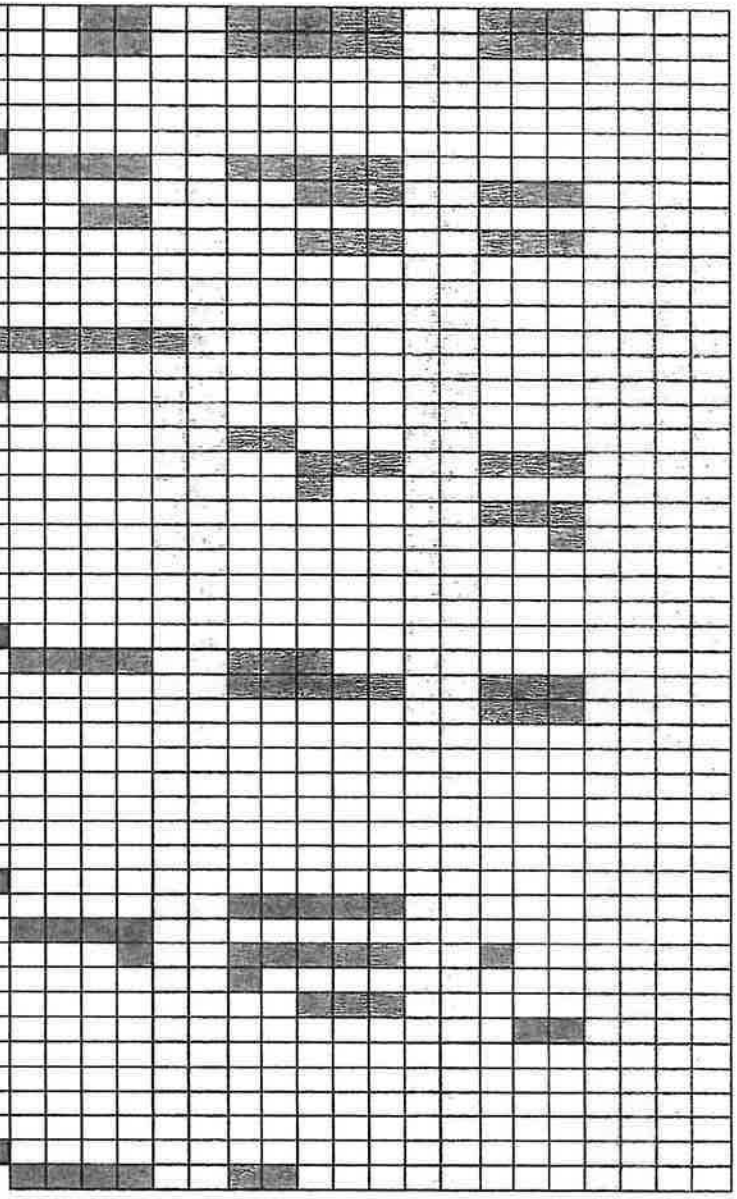


	Activity	Resp	Start	Finish
Structure				
Level 9 - West				
	MEP Layout	MCC/Watson	11/9/16	11/10/16
	Edgeform/hanging forms	Lithko	11/14/16	11/17/16
	Plumber Rough		11/10/16	11/14/16
	PT/Rebar/Electrical Rough	Lithko/MCC/Watso	11/11/16	11/17/16
	Pour	Lithko	11/18/16	11/18/16
	Strip Edge Form	Lithko	11/21/16	11/21/16
	Stress	Lithko	11/22/16	11/23/16
Level 9- East				
	MEP Layout	MCC/Watson	11/11/16	11/14/16
	Edgeform/hanging forms	Lithko	11/17/16	11/28/16
	Plumber Rough	MCC	11/14/16	11/17/16
	PT/Rebar/Electric Rough	Lithko/Watson	11/17/16	11/28/16
	Pour	Lithko	11/29/16	11/29/16
	Strip edge form	Lithko	11/30/16	11/30/16
	Stress	Lithko	12/1/16	12/1/16
Level 10 Vertical - West				
	Walls	Lithko	11/21/16	11/23/16
Level 10 Vertical - East				
	Elevator 6 Core		11/30/16	12/5/16
CMU				
	Install CMU Level 1 (Balance)	ONSM	7/25/16	11/18/16
	Install CMU Level 2 (Balance)	ONSM	8/15/16	11/18/16
	Install CMU Level 3	ONSM	10/10/16	11/11/16
	Install CMU Level 4	ONSM	10/17/16	11/18/16
	Level 6 Parapit East & West Walls	ONSM	11/14/16	11/29/16
	Install CMU Level 5	ONSM	11/23/16	12/8/16
Level 1 Exterior & Utilities				
	Sub Grade and Pour Sidewalk base East side to Embassy Suites		10/24/16	11/18/16
	Install area drains and Bollards at Compactor and pour Concrete		10/24/16	11/11/16
	Re-Set grease trap lid and brick up top		10/24/16	11/9/16
Lower Level- Parking				
3168	Prime Paint at Lower Level	Meritt	11/10/16	12/16/16

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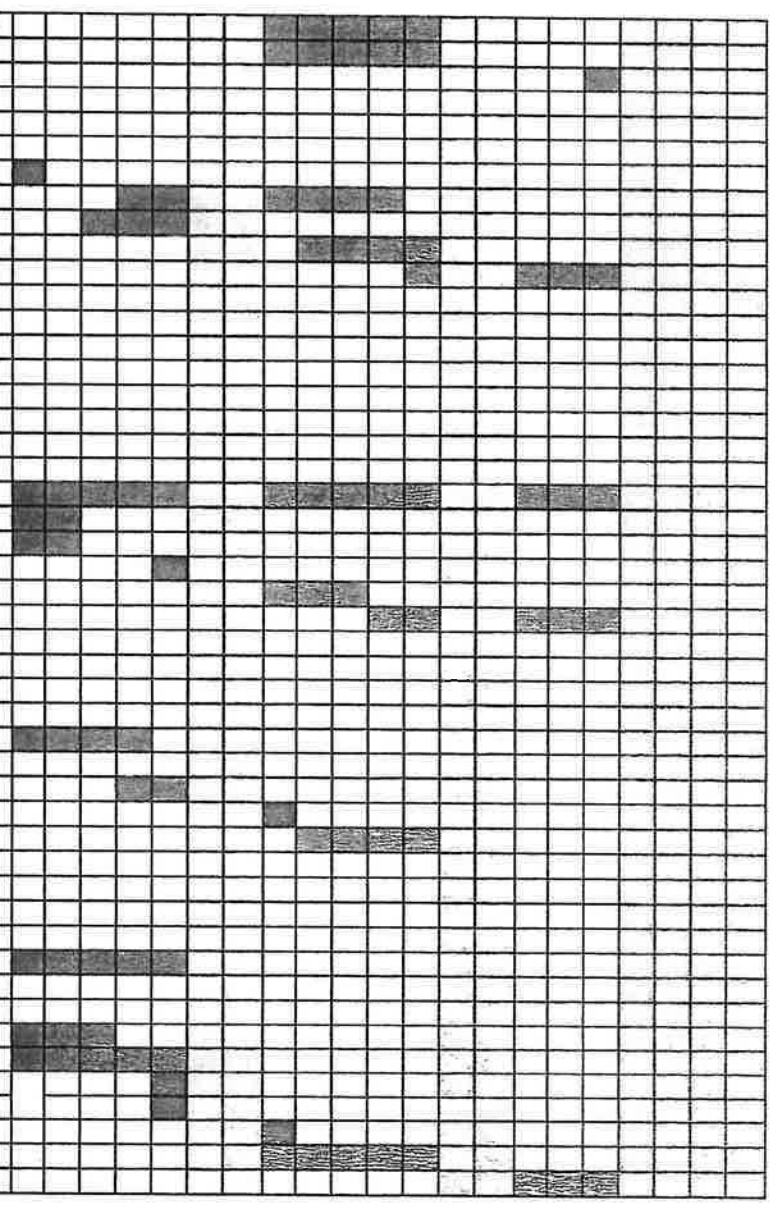
	Prep and clean Sheet Piles - ready for paint	Meritt	11/10/16	12/16/16
	North East area at Laundry Prep and Paint	Meritt	11/10/16	12/16/16
Level 1 Spa and Retail				
2076	Wall Inspection	BBC	10/31/16	10/31/16
2078	Inulate and hang drywall	P-Walls	11/8/16	11/10/16
2082	Tape and finish walls	P-Walls	11/16/16	11/23/16
	Temp close Hopes Openings	BBC	11/10/16	11/11/16
2068	Install Ceiling framing	P-Walls	11/16/16	12/7/16
Lobby, Rotunda and Retail				
1996	Install Overhead Ductwork	MCC	11/1/16	11/11/16
2138	Wall Rough in Electric	Watson	9/14/16	11/3/16
2142	Wall Inspection	BBC	10/25/16	11/7/16
1998	Mechanical & Plumbing testing and insulation	MCC	10/24/16	11/1/16
	Temp close Hopes Openings	BBC	11/14/16	11/15/16
	Insulate and Hang drywall	P-Walls	11/16/16	11/21/16
2158	Overhead MEP inspections	MCC/Watson	11/16/16	
2146	Tape and Finish Drywall - Walls	P-Walls	11/21/16	12/2/16
2160	Install Ceiling framing Lobby and Rotunda	P-Walls	11/23/16	12/6/16
Back of House Area				
2244	In-Wall Inspections	BBC	10/31/16	11/7/16
2004	Insulate and Hang drywall	P-Walls	11/8/16	11/16/16
2168	Tape and Finish Drywall	P-Walls	11/14/16	11/23/16
2216	Install Ceiling framing	P-Walls	11/21/16	11/23/16
2170	Prime and Paint walls	Meritt	11/28/16	12/2/16
1st Floor Kitchen				
2256	Install overhead ductwork Inc Grease	MCC - K/W	10/20/16	11/3/16
2268	In- Wall Inspections	Watson/MCC/BBC	10/20/16	10/25/16
	Install Walk in Coolers	Tri-Mark	11/14/16	11/18/16
	Insulate and Hang drywall	P-Walls	11/8/16	11/11/16
	Tape and Finish Drywall	P-Walls	11/11/16	11/21/16
	Inspection of Grease duct	MCC/KW	11/14/16	11/14/16
	Install Duct Fire Wrap	MCC/KW	11/16/16	11/18/16
2292	Install ACT grid	P-Walls	11/22/16	12/2/16
Dining and Private Dining				
2312	Mechanical & Plumbing testing and Insulation	MCC - K/W	10/14/16	11/2/16
2324	In wall inspections	Watson/MCC/BBC	10/20/16	11/7/16
2326	Hang drywall, top out	P-Walls	11/8/16	11/15/16



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2016	Install Ceiling framing	P-Walls	11/14/16	11/18/16	
	Temp Close Hopes openings	BBC	11/14/16	11/18/16	
2334	Overhead Inspections MEP	MCC/Watson	11/23/16		
Camelia's Lounge					
2358	In- Wall Inspections	BBC	10/25/16	11/7/16	
	Insulation and Hang drywall	P-Walls			
	Electric in-wall inspection	Watson	11/9/16	11/11/16	
	Frame Furr Down Soffitt	P-Walls	11/15/16	11/18/16	
4220	Install ceiling framing	P-Walls	11/18/16	11/23/16	
Level 2					
2nd Floor Spa					
5218	Install In Wall Electric Rough in	Watson	10/13/16	11/11/16	
5220	Install In Wall Plumbing Rough in	MCC	10/17/16	11/2/16	
5206	Install overhead sprinkler Rough	PASCO	10/20/16	11/23/16	
5216	Mechanical and Plumbing inulation and testing	MCC	10/24/16	11/8/16	
5210	Install overhead ductwork	K/W	10/6/16	11/8/16	
5226	Inwall Inspections	BBC	11/9/16	11/11/16	
2028	Hang drywall walls	P-Walls	11/14/16	11/16/16	
2372	Tape and finish drywall walls	P-Walls	11/17/16	11/23/16	
Pre-Function and Ball Room					
5440	Install Inwall Plumbing Rough In	MCC	9/19/16	11/10/16	
5438	Install In Wall Electric Rough In	Watson	9/20/16	11/2/16	
2034	Hang and top out drywall	P-Walls	11/9/16	11/11/16	
5452	In-Wall Inspections	BBC	11/14/16	11/14/16	
	Insulate and hang walls	P-Walls	11/15/16	11/18/16	
2nd Floor Kitchen					
10476	Install Overhead Sprinkler	Pasco	10/17/16	11/11/16	
10480	Install Overhead Electric Rough In	Watson	10/18/16	11/4/16	
10484	Install Overhead Ductwork	K/W	10/24/16	11/4/16	
10488	Install Mechanical,Plumbing Testing and Insulation	MCC, K/W	10/28/2016	11/9/16	
10482	Insulation & Blocking	P-Walls BBC	10/20/16	11/11/16	
10486	Install in-wall plumbing rough	MCC	10/19/16	11/11/16	
10490	Install in-Wall Electric rough in	Watson	10/19/16	11/11/16	
10492	In wall Inspections	BBC	11/9/16	11/11/16	
	Install Walk In Cooler.	Tri-Mark	11/14/16	11/18/16	
10494	Hnag tape and finish drywall walls	P-Walls	11/21/16	11/30/16	



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From: Starcevic, Nicholas
To: Leonce Vidal
Subject: RE: Manpower and Scope Add - HMS
Date: Tuesday, February 14, 2017 9:17:00 AM

Also, L6 was scheduled to start yesterday, please confirm you have adequate manpower to meet these dates.

Nick Starcevic | Project Manager
mobile: 704-361-3265 | email: NStarcevic@Balfourbeattyus.com
Balfour Beatty Construction | 306 Meeting St. Suite 300, Charleston, SC 29401

www.balfourbeattyus.com | Facebook | Twitter | YouTube | LinkedIn





From: Starcevic, Nicholas
Sent: Tuesday, February 14, 2017 7:57 AM
To: 'Leonce Vidal' <lvidal@pasco-inc.com>
Cc: Marty Dale (mdale@balfourbeattyus.com) <mdale@balfourbeattyus.com>
Subject: Manpower and Scope Add - HMS
Importance: High

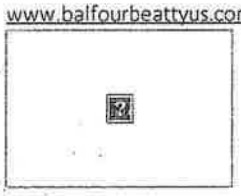
Leonce,

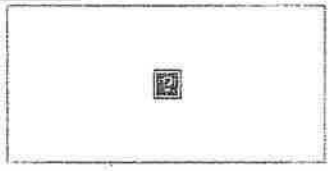
Pasco is falling being schedule and we need a few things addressed. The intent was to hang drywall ceilings on L1 yesterday, but we still do not have fire protection finals. What is going on here?

We also reached out to Jack about providing the flange at the basement fire line. He said you guys could do this, can you take a look and provide a price to complete this work?

Nick Starcevic | Project Manager
mobile: 704-361-3265 | email: NStarcevic@Balfourbeattyus.com
Balfour Beatty Construction | 306 Meeting St. Suite 300, Charleston, SC 29401

www.balfourbeattyus.com | Facebook | Twitter | YouTube | LinkedIn





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From: Starcevic, Nicholas
To: Leonce Vidal
Cc: Eldridge, Johnny; Soano, Tim; Alec Dooley (adooley@Balfourbeattyus.com); Jeno Cossette (JCossette@Balfourbeattyus.com); Marty Dale (mdale@balfourbeattyus.com)
Subject: RE: Manpower and Scope Add - HMS
Date: Monday, March 6, 2017 1:59:00 PM
Importance: High

Leonce,
We're back in the same position of being behind on L4 and up the building. We need to man up and get through L7 by 3/20. In my opinion, you need 3 crews out here working on all 3 floors to hit these dates. Please respond with your plan to get caught back up and finished OH rough in by 3/20 thru L7.
L5 OH Rough In Act ID 8814 – 2/28 to 3/8
L6 OH Rough In Act ID 9264 - 2/27 – 3/20
L7 OH Rough In Act ID 9714 – 2/22 - 3/15

Nick Starcevic | Project Manager
mobile: 704-361-3265 | email: NStarcevic@Balfourbeattyus.com
Balfour Beatty Construction | 306 Meeting St. Suite 300, Charleston, SC 29401

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From: Leonce Vidal [mailto:lvidal@pasco-inc.com]
Sent: Tuesday, February 14, 2017 9:29 AM
To: Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>
Subject: Re: Manpower and Scope Add - HMS
Level one is getting air and water starting Friday last week. Yesterday the had caught all air leaks and was putting water on. Once confirmed there is no leaks a final will be called in. We will have to make adjustments in the oval shaped room now that lights are being installed.
L6 is about to be started. We have had an illness running through our crews the last two weeks. We will meet schedule with finishing L6.

Sent from my iPad

On Feb 14, 2017, at 9:21 AM, Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com> wrote:

> Also, L6 was scheduled to start yesterday, please confirm you have adequate manpower to meet these dates.
>
> **Nick Starcevic** | Project Manager
> mobile: 704-361-3265 | email: NStarcevic@Balfourbeattyus.com
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> www.balfourbeattyus.com | Facebook | Twitter | YouTube | LinkedIn

From: Starcevic, Nicholas
Sent: Tuesday, February 14, 2017 7:57 AM
To: 'Leonce Vidal' <lvidal@pasco-inc.com>
Cc: Marty Dale (mdale@balfourbeattyus.com) <mdale@balfourbeattyus.com>
Subject: Manpower and Scope Add - HMS
Importance: High

Leonce,

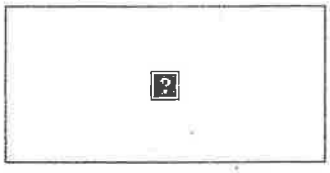
Pasco is falling being schedule and we need a few things addressed. The intent was to hang drywall ceilings on L1 yesterday, but we still do not have fire protection finals. What is going on here?

We also reached out to Jack about providing the flange at the basement fire line. He said you guys could do this, can you take a look and provide a price to complete this work?

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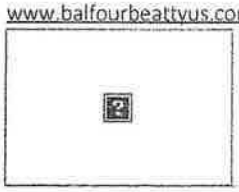
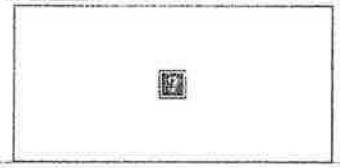
ELECTRONICALLY FILED - 2023 May 16 9:41 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

From: Starcevic, Nicholas
To: Leonce Vidal; Todd Jeffers
Cc: Eldridge, Johnny; Spano, Tim; Dooley, Alec; Cossette, Jeno; Dale, Marty
Subject: RE: Manpower and Scope Add - HMS
Date: Tuesday, March 14, 2017 9:00:00 AM
Importance: High

Leonce,
L6 is a 2 weeks behind with no available manpower and we also need guys in the basement and L5. It was agreed with your superintendent that you need two additional crews onsite to get caught up and stay up to speed through your testing through 8. Consider this a notice to cure and get additional manpower onsite within 48 hours.

Nick Starcevic | Project Manager
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From: Leonce Vidal [mailto:lvidal@pasco-inc.com]
Sent: Monday, March 06, 2017 4:18 PM
To: Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>; Todd Jeffers <TJeffers@pasco-inc.com>
Cc: Eldridge, Johnny <JEldridge@Balfourbeattyus.com>; Spano, Tim <timspano@Balfourbeattyus.com>; Dooley, Alec <adooley@Balfourbeattyus.com>; Cossette, Jeno <JCossette@Balfourbeattyus.com>; Dale, Marty <mdale@balfourbeattyus.com>
Subject: RE: Manpower and Scope Add - HMS
Nicholas
This should be achievable with the men we have out there. Todd and I will reevaluate at the end of this week and if more crews are needed we will send them out there.

From: Starcevic, Nicholas [mailto:NStarcevic@Balfourbeattyus.com]
Sent: Monday, March 06, 2017 2:00 PM
To: Leonce Vidal <lvidal@pasco-inc.com>
Cc: Eldridge, Johnny <JEldridge@Balfourbeattyus.com>; Spano, Tim <timspano@Balfourbeattyus.com>; Dooley, Alec <adooley@Balfourbeattyus.com>; Cossette, Jeno <JCossette@Balfourbeattyus.com>; Dale, Marty <mdale@balfourbeattyus.com>
Subject: RE: Manpower and Scope Add - HMS
Importance: High
Leonce,
We're back in the same position of being behind on L4 and up the building. We need to man up and get through L7 by 3/20. In my opinion, you need 3 crews out here working on all 3 floors to hit these dates. Please respond with your plan to get caught back up and finished OH rough in by 3/20 thru L7.
L5 OH Rough In Act ID 8814 – 2/28 to 3/8
L6 OH Rough In Act ID 9264 - 2/27 – 3/20
L7 OH Rough In Act ID 9714 – 2/22 - 3/15

Nick Starcevic | Project Manager
NStarcevic@Balfourbeattyus.com
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From: Leonce Vidal [mailto:lvidal@pasco-inc.com]
Sent: Tuesday, February 14, 2017 9:29 AM
To: Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>
Subject: Re: Manpower and Scope Add - HMS

Level one is getting air and water starting Friday last week. Yesterday the had caught all air leaks and was putting water on. Once confirmed there is no leaks a final will be called in. We will have to make adjustments in the oval shaped room now that lights are being installed.
L6 is about to be started. We have had an illness running through our crews the last two weeks. We will meet schedule with finishing L6.

Sent from my iPad

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>
> **Nick Starcevic** | Project Manager
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> **From:** Starcevic, Nicholas
> **Sent:** Tuesday, February 14, 2017 7:57 AM
> **To:** 'Leonce Vidal' <lvidal@pasco-inc.com>
> **Cc:** Marty Dale (mdale@balfourbeattyus.com) <mdale@balfourbeattyus.com>
> **Subject:** Manpower and Scope Add - HMS
> **Importance:** High
>
> Leonce,
> Pasco is falling being schedule and we need a few things addressed. The intent was to hang drywall ceilings on L1 yesterday, but we still do not have fire protection finals. What is going on here?
> We also reached out to Jack about providing the flange at the basement fire line. He

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ELECTRONICALLY FILED - 2023 May 16 9:41 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

From: Starcevic, Nicholas
To: Leonce Vidal
Cc: Spano, Tim; Alec Dooley (adooley@Balfourbeattyus.com); Sandeen, Jeff; Marty Dale (mdale@balfourbeattyus.com); Jeno Cossette (JCossette@Balfourbeattyus.com); Sandeen, Jeff; dsmith@pasco-inc.com
Subject: 13026000-004-02 PASCO Demand for Cure
Date: Wednesday, March 15, 2017 10:17:00 AM
Attachments: CONSTRUCTION LOGISTICS PLAN 3.14.17.pdf
13026000-004-02 PASCO Demand for Cure.pdf

Leonce,

See attached Notice of Demand for Cure for the Hotel at Marion Square. Per yesterday's meeting onsite, there are a handful of issues that need to be addressed, see below.

1. Clean Up –
    a. Clean all working spaces daily. All areas you are currently working need to be broom swept and trash disposed of daily. No exceptions.
    b. Neatly organize, stacked, and locate material as indicated on the attached logistics plan. This is mandatory and must be strictly adhered to.
    c. Remove all excess material from the site by COB 3/17/17.
    d. Only bring material that will be used in the next two weeks to the project, all other material will be rejected.
2. Schedule –
    a. It is evident that PASCO needs additional manpower onsite. Please provide a manpower count and recovery schedule to show your plan to get back on schedule.

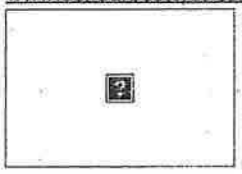
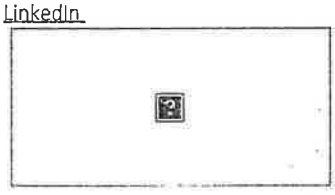
i. Include all rough in, testing and inspection dates through L9.

3. Material Delivery
    a. All material deliveries are to be coordinated with Jeno Cossette or Marty Dale.
    b. Any rigging, equipment, etc needed for the deliveries is to be provided by PASCO. BBC does not provide rigging, equipment, or labor to assist with material deliveries.

Do not hesitate to contact me if you have any questions or concerns.

Nick Starcevic | Project Manager
mobile: 704-361-3265 | email: NStarcevic@Balfourbeattyus.com
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From: Starcevic, Nicholas
To: Spano, Tim; Michael McGregor
Cc: Derek Goodpaster; Dooley, Alec; Dale, Marty; Todd Jeffers
Subject: PASCO - Need more manpower - HMS
Date: Tuesday, January 23, 2018 9:35:00 AM
Attachments: image001.jpg
Importance: High

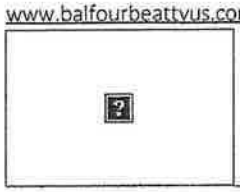
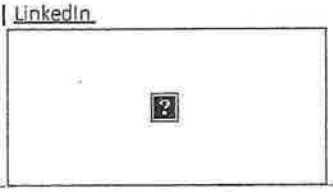
Pasco team,

It is apparent the current manpower onsite cannot keep up with work available. You continue to hold up the critical path so maintaining a 4 man crew for 40 hours a week is not cutting it. Unfortunately, we're at the point of putting PASCO on default notice. We need to know what you're doing to cure this issue.

Thanks,

Nick Starcevic | Project Manager
mobile: 704-361-3265 | email: NStarcevic@Balfourbeattyus.com
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From: Spano, Tim
Sent: Tuesday, January 23, 2018 6:43 AM
To: Michael McGregor <MMcGregor@pasco-inc.com>
Cc: Derek Goodpaster <dgoodpaster@pasco-inc.com>; Dooley, Alec <adooley@Balfourbeattyus.com>; Dale, Marty <mdale@balfourbeattyus.com>; Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>
Subject: front porch heads

Michael, The front porch heads not being set are delaying hanging that ceiling. That porch was cleared for access a week ago Monday. Make sure that Will gets these done today. I know that 5th floor portals are a hot item also that y'all started yesterday. We are working on the checklist you sent for startup. Thanks

Tim Spano | Sr. Project Manager **Carolina's**
office: 843.974.4590 | mobile: 813.917.1656 | email:timspano@balfourbeattyus.com
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cid:image001.jpg@01D09EDA.62E61790

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From: Mike Mcgregor
To: Spano, Tim; Todd Jeffers; Derek Goodpaster
Cc: Starcevic, Nicholas; Simonton, David
Subject: Re: Manpower and schedule - PASCO QC inspection Issues
Date: Tuesday, March 6, 2018 12:11:31 PM
Attachments: image001.jpg

Tim-

As per our conversation this morning, here is the list of rooms Pasco needs to readjust sprinkler heads in. I apologize for the miscommunication, it was not intentional and will not happen again. Floors 8 thru 5 are complete and we are almost done on 4. 3rd floor will be next and Pasco will need to fix heads in,,
307. 317. 331. 346
305. 324. 333. 349
303. 323. 337
308. 325. 345
310. 327. 344

This list dose not include rooms we need to change painted heads in, I will have you that list by end of day, today. Please know we are exhausting every option to not cut sheet rock. Thank you.

Sent from my Verizon, Samsung Galaxy smartphone

-------- Original message --------
From: "Spano, Tim" <timspano@Balfourbeattyus.com>
Date: 3/5/18 10:43 AM (GMT-05:00)
To: Mike Mcgregor <MMcGregor@pasco-inc.com>, Todd Jeffers <TJeffers@pasco-inc.com>, Derek Goodpaster <dgoodpaster@pasco-inc.com>
Cc: "Starcevic, Nicholas" <NStarcevic@Balfourbeattyus.com>, "Simonton, David" <dsimonton@balfourbeattyus.com>
Subject: FW: Manpower and schedule - PASCO QC inspection Issues

Gentlemen, It has come to my attention this morning that you have sent a QC foreman per my request highlighted below that walked the building this Saturday for issues. 11 men are on site this morning for one crew in the basement working on the fire pump completion, one crew completing stair 4 stand pipe and one crew going back to floors 3-8, re-cutting holes again and adjusting head depths all through the building, wrong temperature rating heads and numerous heads missing on multiple floors. We want a list of every head getting re-cut and every room that has to have new heads installed that will require this entire building to look like Swiss cheese when you are done. The ramifications of this re-work are devastating when we have just substantially completed floors 3-5 and have finishes going in on floors 1 & 2. The worst thing about all of this is that I had to hear this from my guys this morning because you have men on the fifth floor cutting holes in finished rooms. Where is the communication we discussed in our meeting after the email below was sent? My team is now jumping around to deal with these repairs without a heads up from your management. There will be patching, painting and complete room cleaning charges associated with this re-work not to mention delays to completing rooms now.

Tim Spano | Sr. Project Manager **Carolina's**
office: 843.974.4590 | [illegible] 813.917.1656 | email: timspano@balfourbeattyus.com
Balfour Beatty Construction | www.balfourbeattyus.com
306 Meeting St., Suite 300, Charleston, SC 29401
Connect with us: Facebook | Twitter | YouTube | LinkedIn
cid:image001.jpg@01D09EDA.62E61790

From: Spano, Tim
Sent: Thursday, February 22, 2018 11:26 AM
To: Todd Jeffers <TJeffers@pasco-inc.com>; Derek Goodpaster <dgoodpaster@pasco-inc.com>; Michael McGregor <MMcGregor@pasco-inc.com>
Cc: Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>; Simonton, David <dsimonton@balfourbeattyus.com>
Subject: Manpower and schedule
Importance: High

Gentlemen, You are aware that we have been screaming for more manpower and it was extremely evident today at the schedule meeting. Our schedule had the 3rd floor completing on 2/19 but as of yesterday and today PASCO is cutting holes in finished ceilings and re-piping sprinklers. We were told by Pasco that y'all were completed with rough on these floors months ago and were inspected, then y'all came back and cut holes to redo concealed heads and after we punched all drywall, you are now cutting and working all over finished materials. This is ridiculous! Get enough workers and supervision here to go through every floor with plans and fix your issues now! We are locking these rooms and turning over. Looking in Spa retail, you are missing heads and will have to cut more holes on lower floors. Get a QC supervisor to walk room to room. Who knows what we are in for when we pressurize this system that is merely weeks away. I'm meeting with the Fire Marshall Monday about TCO and the timing of having the system tested and we better make the dates. Get enough manpower here!

Tim Spano | Sr. Project Manager **Carolina's**
office: 843.974.4590 | mobile: 813.917.1656 | email:timspano@balfourbeattyus.com
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From: Mike Mcgregor
To: Starcevic, Nicholas; Spano, Tim; Derek Goodpaster
Cc: Todd Jeffers; Simonton, David; Scotty Mill
Subject: RE: Manpower - HMS
Date: Friday, March 16, 2018 11:51:30 AM
Attachments: image005.jpg
image006.jpg
image007.jpg
image008.jpg
image009.jpg
image010.jpg
Image011.jpg

Nick-

Before leaving Marion, yesterday. I spoke with Tim about PASCO's plan for 1st floor elevator lobby. PASCO will have a 4 man crew demoing and re-installing this branch line, Monday morning. Tim was going to reach out to the elevator contractor in regards to the heads at the bottom of the elevator pits, I have not yet received a response. PASCO will demo the branch line feeding the pits but not re-install until we have an answer if heads are needed. If the heads are needed in the pits PASCO will need one day to install. I understand your concerns for this work to be complete, PASCO will have our branch line demoed and re-installed for Tuesdays inspection.
Nick please feel free to reach out to me directly with any questions or concerns. I am available 24/7

From: Starcevic, Nicholas [mailto:NStarcevic@Balfourbeattyus.com]
Sent: Friday, March 16, 2018 11:33 AM
To: Mike Mcgregor <MMcGregor@pasco-inc.com>; Spano, Tim <timspano@Balfourbeattyus.com>; Derek Goodpaster <dgoodpaster@pasco-inc.com>
Cc: Todd Jeffers <TJeffers@pasco-inc.com>; Simonton, David <dsimonton@balfourbeattyus.com>; Scotty Mill <smill@pasco-inc.com>
Subject: RE: Manpower - HMS
Importance: High

Mike –You told us multiple times that you would be starting on the L1 Elevator Lobby rework this week, but it has not started and no one is onsite today. The overhead inspection is called for Tuesday and you have more than 1 days' worth of work. You need a full crew here today, tomorrow and possibly Sunday to complete this work, let alone the other open areas on the project. If it is not ready by noon on Monday, we will call off the inspection and continue to hold PASCO liable for the delay. Do not damage that ceiling, it is extremely expensive and long lead time for the custom studs. Below you state that PASCO understands what is needed to finish the project, but no one is onsite today and you do not plan to work on this project this weekend. We also did not know that you cut the crew's hours to 8hrs/day when you went to 5 days per week. This totally defeats the purposes of the conversations we had weeks ago about manning up and completing the project. Not only did you go back and cut recessed heads into almost every guestroom, you have now gone back and cut over 100 holes in finished that we just patched for you, again. Pasco will be held responsible for the costs and delays.

Scotty – I'm not sure you understand the impact this has on the job, but Tim and I tried to call you. This has been going on for too long and someone at PASCO needs to make a decision to make this job a priority.

Thanks,

Nick Starcevic | Project Manager

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From: Mike Mcgregor [mailto:MMcGregor@pasco-inc.com]
Sent: Friday, March 09, 2018 10:25 AM
To: Spano, Tim <timspano@Balfourbeattyus.com>; Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>; Derek Goodpaster <dgoodpaster@pasco-inc.com>
Cc: Todd Jeffers <TJeffers@pasco-inc.com>; Simonton, David <dsimonton@balfourbeattyus.com>
Subject: RE: Manpower - HMS

Tim-
PASCO understands what we need to do to finish this project. We have guys working today and we have the man power we need to finish our scope onsite during the week.

From: Spano, Tim [mailto:timspano@Balfourbeattyus.com]
Sent: Friday, March 9, 2018 9:27 AM
To: Mike Mcgregor <MMcGregor@pasco-inc.com>; Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>; Derek Goodpaster <dgoodpaster@pasco-inc.com>
Cc: Todd Jeffers <TJeffers@pasco-inc.com>; Simonton, David <dsimonton@balfourbeattyus.com>
Subject: RE: Manpower - HMS

The grape vine says the other two crews have another job they went to that they can only work on Fridays, Saturdays and Sundays. This is the only job in town!

Tim Spano | Sr. Project Manager **Carolina's**
office: 843.974.4590 | mobile: 813.917.1656 | email:timspano@balfourbeattyus.com
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cid:image001.jpg@01D09EDA.62E61790

From: Mike Mcgregor [mailto:MMcGregor@pasco-inc.com]
Sent: Friday, March 09, 2018 8:55 AM
To: Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>; Derek Goodpaster <dgoodpaster@pasco-inc.com>
Cc: Todd Jeffers <TJeffers@pasco-inc.com>; Spano, Tim <timspano@Balfourbeattyus.com>; Simonton, David <dsimonton@balfourbeattyus.com>
Subject: Re: Manpower - HMS

Nick-
I'm making some phone calls I'll get back with you shortly.
Sent from my Verizon, Samsung Galaxy smartphone
-------- Original message --------

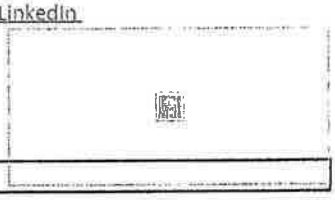
From: "Starcevic, Nicholas" <NStarcevic@Balfourbeattyus.com>
Date: 3/9/18 8:48 AM (GMT-05:00)
To: Derek Goodpaster <dgoodpaster@pasco-inc.com>, Mike Mcgregor <MMcGregor@pasco-inc.com>
Cc: Todd Jeffers <TJeffers@pasco-inc.com>, "Spano, Tim" <timspano@Balfourbeattyus.com>, "Simonton, David" <dsimonton@balfourbeattyus.com>
Subject: Manpower - HMS

PASCO – There are only 3 people onsite. Why did we decrease and where are the other 7?

Nick Starcevic | Project Manager
mobile: 704-361-3265 | email: NStarcevic@Balfourbeattyus.com
Balfour Beatty Construction | 306 Meeting St. Suite 300, Charleston, SC 29401

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ELECTRONICALLY FILED - 2023 May 16 9:41 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

From: Starcevic, Nicholas
To: Michael McGregor
Cc: smill@pasco-inc.com; Derek Goodnaster; Spano, Tim; Alec Dooley (adooley@Balfourbeattyus.com); Simonton, David; Todd Jeffers
Subject: Fire Pump Start Up - Notification
Date: Wednesday, April 4, 2018 7:55:00 AM
Importance: High

Michael,

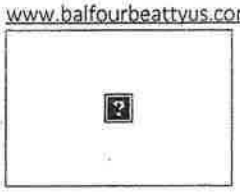
Following up our conversation last night regarding the fire pump startup date. PASCO needs to be aware that if we push date from 4/10 to 4/16, there will be a significant schedule and cost impact. This activity is directly tied to the critical path in that it starts the sequence of stocking the building. There are warehousing costs, GCs, sub impacts, etc that are all tied to this date hence the 2 month notification and critical weekly update meetings. PASCO needs to do everything in their power to hold this date.

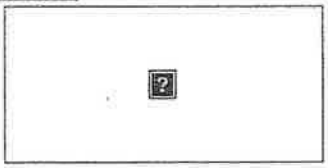
Please provide an update today.

Thanks,

Nick Starcevic | Project Manager
mobile: 704-361-3265 | email: NStarcevic@Balfourbeattyus.com
Balfour Beatty Construction | 306 Meeting St. Suite 300, Charleston, SC 29401

www.balfourbeattyus.com | Facebook | Twitter | YouTube | LinkedIn





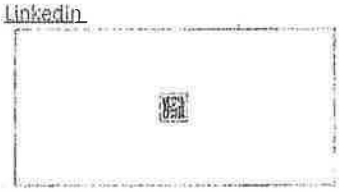
ELECTRONICALLY FILED - 2023 May 16 9:41 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

From: Starcevic, Nicholas
To: Mike Mcgregor
Cc: Spano, Tim; Todd Jeffers; Dale, Marty
Subject: RE: L2 chute room
Date: Friday, April 6, 2018 11:13:00 AM
Attachments: Hotel at Marion Square - Correspondence00122 - Schedule Update 101717.msg

See the last one distributed. All scheduling adjustments are done in the pull planning meetings.

Nick Starcevic | Project Manager
mobile: 704-361-3265 | email: NStarcevic@Balfourbeattyus.com
Balfour Beatty Construction | 306 Meeting St. Suite 300, Charleston, SC 29401

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From: Mike Mcgregor [mailto:MMcGregor@pasco-inc.com]
Sent: Friday, April 06, 2018 11:08 AM
To: Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>
Cc: Spano, Tim <timspano@Balfourbeattyus.com>; Todd Jeffers <TJeffers@pasco-inc.com>; Dale, Marty <mdale@balfourbeattyus.com>
Subject: Re: L2 chute room

Can you please send me the schedule.
Sent from my Verizon, Samsung Galaxy smartphone
-------- Original message --------
From: "Starcevic, Nicholas" <NStarcevic@Balfourbeattyus.com>
Date: 4/6/18 11:01 AM (GMT-05:00)
To: Mike Mcgregor <MMcGregor@pasco-inc.com>
Cc: "Spano, Tim" <timspano@Balfourbeattyus.com>, Todd Jeffers <TJeffers@pasco-inc.com>, "Dale, Marty" <mdale@balfourbeattyus.com>
Subject: Re: L2 chute room
PASCO is once again not working on a Friday and Saturday. This continues to be a problem and a major concern, and a commitment that you made to have pressure on the building this week. When is PASCO going to step up and put forth the necessary manpower to maintain the schedule?

Nick Starcevic | Balfour Beatty Construction
Cell: 704.361.3265

On Apr 6, 2018, at 10:55 AM, Mike Mcgregor <MMcGregor@pasco-inc.com> wrote:

> Nick-
> We are not going to start testing half way through a day. No one is onsite.
> We will start testing first thing Monday morning.
> Sent from my Verizon, Samsung Galaxy smartphone
> -------- Original message --------
> From: "Starcevic, Nicholas" <NStarcevic@Balfourbeattyus.com>
> Date: 4/6/18 10:52 AM (GMT-05:00)

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To: Mike Mcgregor <MMcGregor@pasco-inc.com>
Cc: "Spano, Tim" <timspano@Balfourbeattyus.com>, Todd Jeffers <TJeffers@pasco-inc.com>, "Dale, Marty" <mdale@balfourbeattyus.com>
Subject: Re: L2 chute room
Ok, do it today.
Thanks,

Nick Starcevic
direct: 704.361.3265 | email:nstarcevic@balfourbeattyus.com
Sent from my iPad

On Apr 6, 2018, at 10:51 AM, Mike Mcgregor <MMcGregor@pasco-inc.com> wrote:

> Portals, 844 change order, finishing the basement.
> Sent from my Verizon, Samsung Galaxy smartphone
> -------- Original message --------
> From: "Starcevic, Nicholas" <NStarcevic@Balfourbeattyus.com>
> Date: 4/6/18 10:38 AM (GMT-05:00)
> To: Mike Mcgregor <MMcGregor@pasco-inc.com>
> Cc: "Spano, Tim" <timspano@Balfourbeattyus.com>, Todd Jeffers <TJeffers@pasco-inc.com>, "Dale, Marty" <mdale@balfourbeattyus.com>
> Subject: Re: L2 chute room
> It was supposed to happen yesterday. What's the deal?
>
> Nick Starcevic | Balfour Beatty Construction
> Cell: 704.361.3265
>
> On Apr 6, 2018, at 10:36 AM, Mike Mcgregor <MMcGregor@pasco-inc.com> wrote:
>
> > Not at this time.
> > Sent from my Verizon, Samsung Galaxy smartphone
> > -------- Original message --------
> > From: "Spano, Tim" <timspano@Balfourbeattyus.com>
> > Date: 4/6/18 10:29 AM (GMT-05:00)
> > To: Mike Mcgregor <MMcGregor@pasco-inc.com>
> > Cc: Todd Jeffers <TJeffers@pasco-inc.com>, "Dale, Marty" <mdale@balfourbeattyus.com>, "Starcevic, Nicholas" <NStarcevic@Balfourbeattyus.com>
> > Subject: Re: L2 chute room
> > Is air on the system to hold over the weekend and get water on it Next week before test?
> >
> > Sent from my iPhone
> >
> > On Apr 6, 2018, at 10:10 AM, Mike Mcgregor <MMcGregor@pasco-inc.com> wrote:
> >
> > > Pasco is not onsite. We will remove our

material. Monday.
Sent from my Verizon, Samsung Galaxy smartphone
-------- Original message --------
From: "Spano, Tim"
<timspano@Balfourbeattyus.com>
Date: 4/6/18 9:54 AM (GMT-05:00)
To: Mike Mcgregor <MMcGregor@pasco-inc.com>, twilliams@precisionwalls.com
Cc: "Dale, Marty"
<mdale@balfourbeattyus.com>
Subject: L2 chute room
Clear materials and Baker today or I have to tomorrow. Painting tomorrow before epoxy next week.

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ELECTRONICALLY FILED - 2023 May 16 9:41 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

From: Nick Starcevic
To: Dooley, Alex; bayr@flooringservicesinc.com; benjamin.schneider@otis.com; wbrittell@watsonelec.com; BKreitzberg@roofingservicesinc.com; cdharwell@gmail.com; cclubb@watsonelec.com; c.hunnicut@lmisystemsinc.com; cvenable@goldnorthstalomasonry.com; clacour@davidallen.com; cfrancke@gulfstreamconstruction.com; DWingovich@watsonelec.com; davel@wondoor.com; daverd@bernhardmcc.com; dfarmer@watsonelec.com; David@lccm.com; dtraub@bakerroofing.com; david@premierexteriorsllc.com; dkromel@bakerroofing.com; dcovert@bernhardmcc.com; doug.ford@skylinesteel.com; estoehr@bernhardmcc.com; gcerra@precisionwalls.com; greg@chesterpools.com; jkenna@heedesoutheast.com; jwarren@warcoconstruction.com; jbyrnes@ses-sc.com; Eldridge, Johnny; jcagle@bakerroofing.com; josephheath@davidallen.com; beechi@lithko.com; jigga571978@gmail.com; jballard@gulfstreamconstruction.com; keithc@chesterpools.com; ktownley@tateornamental.com; kwcox@maxsonassociates.com; ken.hummel@kochcorporation.com; krogers@cookandboardman.com; larry.vlhlidal@kochcorporation.com; ldarre@wondoor.com; lvidal@pasco-inc.com; loe@pleasantplaces.com; martin@seas-tr.com; marty@parkermarine.net; Dale, Marty; mayankdagliya@davidallen.com; mschneida@bernhardmcc.com; mzinna@precisionwalls.com; mike@mccallbro.com; npeak@warcoconstruction.com; Starcevic, Nicholas; pamend@bernhardmcc.com; pauldustin@glass1st.net; peggy.grover@kochcorporation.com; pgarcia@bernhardmcc.com; robg@wsi-nc.com; nolenr@lithko.com; rweyer@bernhardmcc.com; rmkenney@rikenney.com; rwilliams@bernhardmcc.com; Ledford, Ryan; sam@seas-tr.com; sbullock@trimarkusa.com; scottm@meritnow.com; Sharris@tateornamental.com; Pienlak, Shanti; smuenow@maxsonassociates.com; Zanowski, Steven; estimating@eliteawnings.net; Spano, Tim; twilliams@precisionwalls.com; zcole@msikyle.com
Subject: Hotel at Marion Square - Correspondence:00122 - Schedule Update 10/17/17
Date: Wednesday, November 1, 2017 9:25:28 AM
Attachments: Correspondence-00122.0-Schedule Update 10_17_17.htm
MSH-033 3 Week Lookahead.pdf
MSH-033 Critical Path Schedule 10-17-17.pdf
MSH-033 Detailed Project Schedule 10-17-17.pdf

All

See 10/17/17 schedule for your use and coordination.

Thanks,

Nick Starcevic | Balfour Beatty Construction
m: 704.361.3265
nstarcevic@balfourbeattyus.com
306 Meeting St. . Suite 300
Charleston, SC 29401

ELECTRONICALLY FILED - 2023 May 16 9:41 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

From: Starcevic, Nicholas
To: Mike Mcgregor
Cc: Paul Amend; Spano, Tim; Dooley, Alec; Derek Goodpaster
Subject: RE: BMCC PCO 240 HFCU Drain Replacement Rooms 326 & 415
Date: Monday, April 23, 2018 12:57:00 PM
Attachments: image001.jpg
image002.jpg
image003.jpg
image004.png

Mike,
I'll let Paul (BMCC) respond on the cost. As the contract holder, we have an obligation to facilitate BMCC's request to back charge PASCO so we're bring both parties to the table. Whatever is resolved between both parties, we will process. However, BMCC will not delay the project or room turnover waiting on this change order to be resolved.

Nick Starcevic | Project Manager
mobile: 704-361-3265 | email: NStarcevic@Balfourbeattyus.com
Balfour Beatty Construction | 306 Meeting St. Suite 300, Charleston, SC 29401

www.balfourbeattyus.com | Facebook | Twitter | YouTube | LinkedIn

From: Mike Mcgregor [mailto:MMcGregor@pasco-inc.com]
Sent: Monday, April 23, 2018 11:58 AM
To: Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>
Cc: Paul Amend <pamend@bernhardmcc.com>; Spano, Tim <timspano@Balfourbeattyus.com>; Dooley, Alec <adooley@Balfourbeattyus.com>; Derek Goodpaster <dgoodpaster@pasco-inc.com>
Subject: RE: BMCC PCO 240 HFCU Drain Replacement Rooms 326 & 415

Nick-
Is the $476.99 for unit 326 or both 326 and 415?
PASCO agrees we found the leak in unit 326 But we do not feel we caused this leak. However if BBC feels it necessary to charge a trade PASCO agrees to the charge of $238.49 the price to replace damages in unit 326. PASCO does not admit guilt, But to keep this project moving forward we will do what BBC feels appropriate.
Thank you,

Mike McGregor
Project Manager
Palmetto Automatic Sprinkler Co. Inc.
118 Bee Street
Ladson, SC 29456
BL #: FSC.1810
PH: 843-879-9641
FAX: 843-879-9732
Cell: 843-296-1792
Check out our new website: www.pasco-inc.com

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From: Starcevic, Nicholas [mailto:NStarcevic@Balfourbeattyus.com]
Sent: Monday, April 23, 2018 11:15 AM
To: Mike Mcgregor <MMcGregor@pasco-inc.com>
Cc: Paul Amend <pamend@bernhardmcc.com>; Spano, Tim <timspano@Balfourbeattyus.com>; Dooley, Alec <adooley@Balfourbeattyus.com>
Subject: FW: BMCC PCO 240 HFCU Drain Replacement Rooms 326 & 415

Michael

BMCC has asked that we facilitate payment on this back charge. See attached and please respond accordingly.

Paul – There is no OH&P on back charges. Management and superintendence are typically not allowed on B/C and CORs unless a schedule extension is necessary. However, if PASCO accepts the full value of the B/C we'll issue that amount to BMCC.

Nick Starcevic | Project Manager
mobile: 704-361-3265 | email: NStarcevic@Balfourbeattyus.com
Balfour Beatty Construction | 306 Meeting St. Suite 300, Charleston, SC 29401

www.balfourbeattyus.com | Facebook | Twitter | YouTube | LinkedIn

From: Paul Amend [mailto:pamend@bernhardmcc.com]
Sent: Monday, April 23, 2018 10:27 AM
To: Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>; Dooley, Alec <adooley@Balfourbeattyus.com>
Cc: Phil Garcia, Jr <pgarcia@bernhardmcc.com>; Robert Weyer <rweyer@bernhardmcc.com>
Subject: BMCC PCO 240 HFCU Drain Replacement Rooms 326 & 415

Gentlemen,
Please see attached PCO related to damaged HFCU's. Please issue a change order and we will order these parts.

Paul Amend

Bernhard

133 Southcenter Ct, Suite 1000
Morrisville, NC 27560

(984) 242-1626 direct
(919) 422-9653 mobile
www.bernhard.com

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From:	Starcevic, Nicholas
To:	Spano, Tim; Mike McGregor Pasco; dgoodpaster@pasco-inc.com; TJeffers@pasco-inc.com
Cc:	Dale, Marty; Simonton, David; Dooley, Alec
Subject:	RE: Marion Square Hotel-Notice of Damage from Sprinkler System
Date:	Wednesday, May 2, 2018 7:27:00 AM

Mike / Derek

Have you notified your insurance carrier of the damage? We sent notice to the construction team to inspect their work, and I would encourage you to notify your carrier because the replacement cost can add up quickly.

Nick Starcevic | Project Manager
mobile: 704-361-3265 | email: NStarcevic@Balfourbeattyus.com
Balfour Beatty Construction | 306 Meeting St. Suite 300, Charleston, SC 29401

www.balfourbeattyus.com
Build to Last

-----Original Message-----
From: Spano, Tim
Sent: Tuesday, May 01, 2018 8:19 PM
To: Mike McGregor Pasco <mmcgregor@pasco-inc.com>; dgoodpaster@pasco-inc.com; TJeffers@pasco-inc.com
Cc: Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>; Dale, Marty <mdale@balfourbeattyus.com>; Simonton, David <dsimonton@balfourbeattyus.com>; Dooley, Alec <adooley@Balfourbeattyus.com>
Subject: Marion Square Hotel-Notice of Damage from Sprinkler System

Gentlemen, this is notification of damage caused by the sprinkler system while testing and hydrating the stand pipe on 1st floor today. As you can see from the pictures below, the water was extensive and ran across the finished plaster ceilings running on lights and millwork. The extent of the damage is not known yet but the associated costs and delays caused from re-ordering materials and re-doing any work will be the responsibility of PASCO.
My biggest concern is that this is the fourth water blow-out in the last two weeks. Two electrical rooms had water blown on electric panels in different electrical rooms on different days. A finished bathroom had black water blown all over lights, wallpaper and tiles that appeared to be from a damaged sprinkler head last week and then today's incident from an open valve. I can not understand how damage keeps happening especially the same mistake twice in the electrical rooms. The system is tested with air to insure it holds pressure prior to introducing water but a broken head and an open valve was not realized? Someone above the onsite crew needs to be here to oversee this project until the entire system holds water and is fully operational. We can not afford any more mistakes.

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From: Starcevic, Nicholas
To: Michael McGregor
Cc: TJeffers@pasco-inc.com; Simonton, David; Spano, Tim
Subject: L1 and L2 Heads
Date: Thursday, July 5, 2018 10:01:30 AM

Michael

I just walked L1 and L2, and did not see anyone from PASCO. The below areas are not complete.

L2
Foyer
Spa locker and no head in entry
BOH @L2
Storage @ L2
Kitchens @L2
Vestibule At upper dining
Ballroom - multiple still not concealed
Stairwells aren't sprinkled?

L1 - luggage
Concierge
Storage closet
Restrooms at patisserie
Employee bathrooms
Employee locker room
Fire command
Entry vestibule
BOH RRs
Dining
Dining Pecky ceilings
Bar 148
Lobby
Lobby pecky ceilings

Nick Starcevic | Balfour Beatty Construction
Cell: 704.361.3265

ELECTRONICALLY FILED - 2023 May 16 9:41 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

From: Starcevic, Nicholas
To: "Mike Mcgregor"; Spano, Tim; Todd Jeffers
Cc: Dooley, Alec; Eldridge, Johnny; Pieniak, Shanti; Simonton, David; Ledford, Ryan; Ferris,Travis; Wertzberger, AJ
Subject: RE: Marion Square Site Visit Report
Date: Thursday, July 26, 2018 7:50:00 AM
Attachments: image005.jpg
image006.jpg
image001.jpg
image002.jpg

Mike

Please provide an update on the report. As discussed, we want your plan in writing prior to proceeding with any destructive work.

Thanks,

Nick Starcevic
Project Mgr | Balfour Beatty
O: (843) 974-4590 | C: (704) 361-3265
E: nstarcevic@balfourbeattyus.com | www.balfourbeattyus.com
306 Meeting Street, Suite 300, Charleston, SC 29401

From: Mike Mcgregor [mailto:MMcGregor@pasco-inc.com]
Sent: Monday, July 23, 2018 7:58 AM
To: Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>; Spano, Tim <timspano@Balfourbeattyus.com>; Todd Jeffers <TJeffers@pasco-inc.com>
Cc: Dooley, Alec <adooley@Balfourbeattyus.com>; Eldridge, Johnny <JEldridge@Balfourbeattyus.com>; Pieniak, Shanti <SPieniak@Balfourbeattyus.com>; Simonton, David <dsimonton@balfourbeattyus.com>; Ledford, Ryan <RLedford@Balfourbeattyus.com>; Ferris,Travis <TravisFerris@Balfourbeattyus.com>; Wertzberger, AJ <AWertzberger@Balfourbeattyus.com>
Subject: RE: Marion Square Site Visit Report

I will be onsite this afternoon.

Thank you,

Mike McGregor
Project Manager
Palmetto Automatic Sprinkler Co. Inc.

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118 Bee Street
Ladson, SC 29456
BL #: FSC.1810
PH: 843-879-9641
FAX: 843-879-9732
Cell: 843-296-1792
Check out our new website: www.pasco-inc.com

From: Starcevic, Nicholas [mailto:NStarcevic@Balfourbeattyus.com]
Sent: Monday, July 23, 2018 7:25 AM
To: Mike Mcgregor <MMcGregor@pasco-inc.com>; Spano, Tim <timspano@Balfourbeattyus.com>; Todd Jeffers <TJeffers@pasco-inc.com>
Cc: Dooley, Alec <adooley@Balfourbeattyus.com>; Eldridge, Johnny <JEldridge@Balfourbeattyus.com>; Pieniak, Shanti <SPieniak@Balfourbeattyus.com>; Simonton, David <dsimonton@balfourbeattyus.com>; Ledford, Ryan <RLedford@Balfourbeattyus.com>; Ferris,Travis <TravisFerris@Balfourbeattyus.com>; Wertzberger, AJ <AWertzberger@Balfourbeattyus.com>
Subject: RE: Marion Square Site Visit Report

Mike / Todd – if / before any demo takes place in finished spaces, we need a plan. Please let us know when you can meet to review the list.

Nick Starcevic
Project Mgr | Balfour Beatty
O: (843) 974-4590 | C: (704) 361-3265
E: nstarcevic@balfourbeattyus.com | www.balfourbeattyus.com
306 Meeting Street, Suite 300, Charleston, SC 29401




From: Mike Mcgregor [mailto:MMcGregor@pasco-inc.com]
Sent: Friday, July 20, 2018 5:02 PM
To: Spano, Tim <timspano@Balfourbeattyus.com>; Todd Jeffers <TJeffers@pasco-inc.com>
Cc: Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>; Dooley, Alec <adooley@Balfourbeattyus.com>; Eldridge, Johnny <JEldridge@Balfourbeattyus.com>; Pieniak, Shanti <SPieniak@Balfourbeattyus.com>; Simonton, David <dsimonton@balfourbeattyus.com>; Ledford, Ryan <RLedford@Balfourbeattyus.com>; Ferris,Travis <TravisFerris@Balfourbeattyus.com>; Wertzberger, AJ <AWertzberger@Balfourbeattyus.com>
Subject: Re: Marion Square Site Visit Report

Tim,

I will be onsite Tuesday morning to address these issues.

Sent from my Verizon, Samsung Galaxy smartphone

-------- Original message --------
From: "Spano, Tim" <timspano@Balfourbeattyus.com>
Date: 7/20/18 4:06 PM (GMT-05:00)
To: Todd Jeffers <TJeffers@pasco-inc.com>, Mike Mcgregor <MMcGregor@pasco-inc.com>
Cc: "Starcevic, Nicholas" <NStarcevic@Balfourbeattyus.com>, "Dooley, Alec" <adooley@Balfourbeattyus.com>, "Eldridge, Johnny" <JEldridge@Balfourbeattyus.com>, "Pieniak, Shanti" <SPieniak@Balfourbeattyus.com>, "Simonton, David" <dsimonton@balfourbeattyus.com>, "Ledford, Ryan" <RLedford@Balfourbeattyus.com>, "Ferris,Travis" <TravisFerris@Balfourbeattyus.com>, "Wertzberger, AJ" <AWertzberger@Balfourbeattyus.com>
Subject: Fwd: Marion Square Site Visit Report

Please review and respond with corrective action.

Sent from my iPhone

Begin forwarded message:

> **From:** Jennifer Faulkinberry <JFaulkinberry@lpbatlanta.com>
> **Date:** July 20, 2018 at 11:51:51 AM EDT
> **To:** David Simonton <dsimonton@balfourbeattyus.com>, Jim Clements <jclements@matrixse.com>, Kim Brown <kbrown@bennetthospitality.com>, "Nick Starcevic" <NStarcevic@Balfourbeattyus.com>, Tim Spano <timspano@balfourbeattyus.com>, Alec Dooley <adooley@balfourbeattyus.com>
> **Subject: Fwd: Marion Square Site Visit Report**
>
> David,
>
> See attached report for your action and response.
>
> Thank you
>
> Jennifer Faulkinberry
> Sent via the Samsung Galaxy Note® 4
>
> -------- Original message --------
> From: Katie Pothier <katie.pothier@feifire.com>
> Date: 7/20/18 11:25 AM (GMT-05:00)
> To: Jennifer Faulkinberry <JFaulkinberry@lpbatlanta.com>

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Cc: "Spano, Tim" <timspano@Balfourbeattyus.com>
Subject: Marion Square Site Visit Report

Please find my report attached. I suspect that you will have some follow up questions.

Katie Pothier, PE | Senior Fire Protection Engineer
Fisher Engineering, Inc.
10475 Medlock Bridge Road, Suite 520 | Johns Creek, GA 30097
Office: 770.495.7770, ext. 102 | Fax: 770.495.7760
www.feifire.com

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ELECTRONICALLY FILED - 2023 May 16 9:41 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

From: Starcevic, Nicholas
To: Michael McGregor
Cc: Spano, Tim
Subject: FW: Marion Hotel COR #103 & #104
Date: Monday, September 10, 2018 12:56:00 PM
Attachments: image005.jpg
image006.jpg
COR #104 BC 8-23-18 - 8-27-18.pdf
image003.jpg
image004.jpg

Mike – see attached back charges. A portion is for Pasco, let me know if you have questions or comments.

Nick Starcevic
Project Mgr | Balfour Beatty
O: (843) 974-4590 | C: (704) 361-3265
E: nstarcevic@balfourbeattyus.com | www.balfourbeattyus.com
306 Meeting Street, Suite 300, Charleston, SC 29401

From: Erica Kochis [mailto:ericak@quantumcoatings.com]
Sent: Thursday, September 6, 2018 1:23 PM
To: Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>; Dooley, Alec <adooley@Balfourbeattyus.com>
Cc: Scott McCormack <scottm@quantumcoatings.com>
Subject: Marion Hotel COR #103 & #104

Good afternoon – Attached are our change orders for the past few weeks at Marion Square Hotel. Let me know if you need anything else. Thank you!

Erica Kochis
1470 Ben Sawyer Blvd, Suite 16
Mt Pleasant, SC 29464
(O) 843-628-0298 ext. 105
(C) 843-670-6135
ericak@quantumcoatings.com
www.quantumcoatings.com

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DEFENDANT LIBRARY ASSOCIATES, LLC'S

TRIAL EXHIBIT #53

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TAB 5



APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

OWNER	**LIBRARY ASSOCIATES, LLC.** 17 Lockwood Drive, Suite 400 Charleston, SC 29401	PROJECT	**THE HOTEL AT MARION SQUARE** 404 KING STREET CHARLESTON, SC 29403	APPLICATION PERIOD FROM PERIOD TO	35 02/01/2018 02/28/2018
CONTRACTOR ADDRESS	**Balfour Beatty Construction, LLC** 1930 Camden Rd Charlotte, NC 28203	ARCHITECT ADDRESS	**WINFORD LINDSAY ARCHITECT** 344 West Pike Street Lawrenceville, GA 30046	VENDOR #: ARCHITECT'S PROJECT NO	
CONTRACT	**THE HOTEL AT MARION SQUARE** (Project #13026000)	PHONE #	770-407-5796		

DISTRIBUTION TO:
- [X] OWNER
- [X] CONTRACTOR
- [X] ARCHITECT
- [ ] ENGINEERS

CONTRACT DATE	2/18/2015
NTP DATE	3/19/2015
CONTRACT COMPL DATE	8/19/2017

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY		
Change Orders approved in previous months by Owner	ADDITIONS	DEDUCTIONS
TOTAL	$ 4,760,922.87	
Approved this Month		
No. / Date Approved		
TOTALS	$ -	$ -
Net change by Change Order:	$ 4,760,922.87	

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

1. ORIGINAL CONTRACT SUM		$ 59,344,747.00
2. Net change by Change Orders		$ 4,760,922.87
3. CONTRACT SUM TO DATE (Line 1 + 2)		$ 64,105,669.87
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 58,220,972.30
5. RETAINAGE:		
a. 10 % of Completed Work	$ 4,894,291.50	
b. 10 % of Stored Materials	$ 8,820.70	
Total Retainage (Line 5a + 5b or Total in Column J of G703)		$ 4,903,112.20
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)		$ 51,317,860.10
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 50,458,618.59
8. CURRENT PAYMENT DUE		$ 859,241.51
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)		$ 12,787,809.77

The undersigned Contractor certifies that to the best of the Contractor's knowledge information and belief the Work covered by this Appliction 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: **Balfour Beatty Construction, LLC.**

By: [signature] Date: 3/5/18

State of: South Carolina County of: Charleston

Subscribed and sworn to before me this 5 day of March, 2018

Notary Public: [signature]

My commission expires: 1.3.2022

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 their 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 $ 859,241.51

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

ARCHITECT: WINFORD LINDSAY ARCHITECT

By: [signature] Date: 3.6.18

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.

G702-1983

R - 15825

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R - 15826

CONTINUATION SHEET

APPLICATION AND CERTIFICATE FOR PAYMENT

containing Contractor's signed certificate, 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.

PROJECT #: 13020000
PROJECT: THE HOTEL AT MARION SQUARE
CHARLESTON, SC
0 LIBRARY ASSOCIATES, LLC.

CONTINUATION G703

APPLICATION NUMBER: 35
PERIOD FROM: 02/01/2018
PERIOD TO: 02/28/2018

A	B		C				D	E	F	G	H	I	J
LINE		WORK DESCRIPTION	COMMITMENT VALUES				WORK COMPLETED			TOTAL			
			ORIGINAL AMOUNT	CHANGE ORDERS	BUDGET TRANSFERS	CURRENT AMOUNT	FROM PREVIOUS APPLICATION	THIS PERIOD	STORED MATERIALS	COMPLETE AND STORED TO DATE (D + E)	% COMPLETE (G/C)	BALANCE TO FINISH (C - G)	RETAINAGE
			-1-	-2-		-3-							
1	G/C'S	GENERAL CONDITIONALS (28 months)	3,216,855.00	-	-	3,216,855.00	3,216,855.00		-	3,216,855.00	100.0%	-	321,685.50
2						-	-	-	-	-	-	-	-
3		SUBCONTRACTS / COST OF WORK				-	-	-	-	-	-	-	-
4	GENERAL					-	-	-	-	-	-	-	-
5	09A	STAGING AND LOGISTICS	821,074.00			821,074.00	809,047.71	1,676.00	-	811,323.80	98.8%	9,750.20	81,132.38
6	01A	GENERAL TRADES	575,833.00			575,833.00	241,007.81	65,647.98	-	307,655.79	53.4%	268,177.21	30,765.58
7	SITE					-	-	-	-	-	-	-	-
8	02A	SITEWORK				-	-	-	-	-	-	-	-
9	02J	HARDSCAPE, LANDSCAPE & IRRIGATION	1,832,493.00		(16,766.05)	1,815,727.05	1,423,873.39	-	-	1,423,873.39	78.4%	391,853.66	120,606.13
10	02K	SITE DEMOLITION ALLOWANCE	317,316.00			317,316.00	130,401.44	23,040.00		153,441.44	48.3%	163,874.56	15,344.14
11	STRUCTURE		80,000.00			80,000.00	37,509.27	-	-	37,509.27	46.9%	42,490.73	3,750.93
12	02L	DEEP FOUNDATIONS				-	-	-		-	-	-	-
13	03A	CAST-IN-PLACE CONCRETE	2,228,814.00		(100,000.00)	2,128,814.00	1,778,270.00	-		1,778,270.00	83.5%	350,544.00	-
14	04A	MASONRY- CMU & CAST STONE	7,397,895.00		103,387.00	7,501,282.00	7,501,282.00	-	-	7,501,282.00	100.0%	-	375,064.10
15	05A	MISC. METALS	2,379,360.00		152,039.23	2,531,399.23	2,145,759.14	-	-	2,145,759.14	84.8%	385,640.09	244,676.91
16	SHELL		2,474,755.00		22,097.00	2,496,852.00	1,750,832.91	-	33,540.20	1,784,373.11	71.5%	712,478.89	178,038.20
17	07A	ROOFING				-	-	-	-	-	-	-	-
18	07B	WATERPROOFING/ CAULKING	855,698.00		34,206.00	889,904.00	870,905.52	-	-	870,905.52	97.9%	18,998.48	87,090.80
19	07E	STUCCO	742,900.00		50,499.40	793,399.40	778,447.71	-	-	778,447.71	98.1%	14,951.69	77,844.77
20	07F	FIREPROOFING	913,036.00		442,248.30	1,355,284.30	1,223,845.10	-	-	1,223,845.10	90.3%	131,439.20	122,384.51
	07X	FIRESTOPPING	7,500.00			7,500.00	-	-	-	-	0.0%	7,500.00	-
22	08F	GLASS (Hopes Jamestown Pamba Steel Storefront)	20,000.00		(20,000.00)	-	-	-	-	-	#DIV/0!	-	-
23	08H	INTERIOR GLAZING	1,282,597.00			1,282,597.00	822,316.94	66,142.96	-	888,459.90	69.3%	394,137.10	81,115.99
24	08I	WINDOWS	1,154,577.00		1,085,597.50	2,240,174.50	2,006,475.03	-	-	2,006,475.03	89.6%	233,699.47	223,645.57
25	13C	FABRIC AWNINGS	740,395.00		(740,395.00)	-	-	-	-	-	#DIV/0!	-	-
26	INTERIORS		12,500.00			12,500.00	-	-	-	-	0.0%	12,500.00	-
27	04A	MASONRY- INTERIOR CAST STONE	250,000.00		(168,530.00)	81,470.00	-	-	-	-	#DIV/0!	-	-
28	05A	INTERIORS ORNAMENTAL METALS	230,000.00		(81,470.00)	148,530.00	68,969.00	-	-	68,969.00	46.4%	79,561.00	6,896.90
29	06A	ROUGH CARPENTRY	211,077.00		30,000.00	241,077.00	238,802.84	1,020.30	-	239,823.14	99.5%	1,253.86	2,471.15
30	08D	DOORS, FRAMES, AND HARDWARE	1,600,749.00		153,240.72	1,754,039.72	420,130.32	165,049.18	-	585,179.50	33.4%	1,168,860.22	58,504.95
31	08R	SPECIAL DOORS	352,997.00		(120,000.00)	232,997.00	155,435.50	40,356.50	-	195,792.00	84.0%	37,205.00	19,579.20
32	08X	SMOKE CONTAINMENT BARRIER	13,353.00			13,353.00	-	-	-	-	0.0%	13,353.00	-
33	09A	METAL STUD FRAMING & DRYWALL / ACCOUSTICAL CEILINGS	3,717,053.00		120,000.00	3,837,053.00	3,722,353.00	-	-	3,722,353.00	97.0%	114,700.00	372,235.30
34	10A	SPECIALTIES	3,717,053.00		812,446.00	4,529,499.00	4,221,450.20	22,397.80	-	4,243,848.00	93.7%	285,651.00	425,044.27
35	10C	OPERABLE PARTITIONS	606,681.00		(17,169.00)	589,512.00	41,520.00	-	-	41,520.00	7.0%	547,992.00	4,152.00
36	11A	EQUIPMENT (PARKING LIFTS)	83,437.00			83,437.00	76,869.20	-	-	76,869.20	92.1%	6,567.80	7,686.92
37	11B	KITCHEN ECUIPMENT	461,755.00			461,755.00	400,897.20	-	-	400,897.20	86.8%	60,857.80	40,089.72
38	13A	POOL	-	-	884,673.00	884,673.00	697,470.97	-	-	697,470.97	78.8%	187,202.03	69,747.10
39	14A	ELEVATORS	365,864.00		(54,064.00)	311,800.00	287,560.00	-	-	287,560.00	92.2%	24,240.00	28,756.00
40	14B	WHEEL CHAIR LIFT	1,475,219.00		140,400.07	1,615,619.07	1,130,134.09	-	-	1,130,134.09	69.9%	485,484.98	113,013.40
41			15,000.00			15,000.00	-	-	-	-	0.0%	15,000.00	-
42	MEP					-							
43	15B	HVAC & PLUMBING	8,016,142.00		889,200.00	8,905,342.00	8,437,883.50	5,467.50	-	8,443,351.00	99.3%	61,991.00	844,334.98
44	15D	FIRE PROTECTION	460,920.00			460,920.00	444,185.00	-	-	444,185.00	96.4%	16,735.00	44,418.50
45	16A	ELECTRICAL	3,563,792.00		466,599.65	4,430,391.65	4,296,159.03	29,275.00	-	4,325,434.03	97.6%	4,957.62	432,543.30
46	FINISHES					-							
47	06B	FINISH CARPENTRY & CUSTOM MILLWORK	2,103,486.00	-	446,830.00	2,550,316.00	1,631,696.00	141,819.00	54,707.00	1,828,222.00	71.7%	722,094.00	182,797.20
48	09B	FLOORING	397,147.00	-	(19,065.00)	378,082.00	77,625.00	9,661.00	-	87,286.00	23.1%	290,796.00	8,728.60
49	09D	PAINTING & WALLCOVER	619,514.00		211,419.00	830,933.00	579,660.80	59,931.20	-	639,592.00	76.9%	191,341.00	63,959.20
50	09E	STONE & HARD TILE	3,566,550.00	-	(229,824.00)	3,336,726.00	3,097,142.76	171,177.45	-	3,268,320.21	97.9%	71,063.85	326,832.02
51	OCO 1	RCO 1, RCO 4, RCO 5, RCO 6, RCO 8, RCO 10, RCO 12	-	274,953.15	(274,953.15)	-	-	-	-	-	#DIV/0!	-	-
52	OCO 2	RCO 3, RCO 7, RCO 11, RCO 15, RCO 32,	-	80,241.74	(80,241.74)	-	-	-	-	-	#DIV/0!	-	-
53	OCO 3	RCO 14, RCO 27R1, RCO 3R1, RCO 20R1	-	1,046,791.54	(1,046,791.54)	-	-	-	-	-	#DIV/0!	-	-
54	OCO 4	RCO 17R1, RCO 40	-	12,674.68	(12,674.68)	-	-	-	-	-	#DIV/0!	-	-
55	OCO 5	RCO 22, RCO 28, RCO 33, RCO 47, RCO 50, RCO53, RCO 66, RCO 68, RCO 77, RCO 81	-	65,161.71	(62,161.71)	3,000.00	-	-	-	-	#DIV/0!	3,000.00	-
56	OCO 6	RCO 35, RCO 36, RCO 39, RCO 45, RCO 48, RCO 51, RCO 52, RCO 63, RCO 87, RCO 95	-	369,310.84	(369,310.84)	-	-	-	-	-	#DIV/0!	-	-
57	OCO 7	RCO 19, RCO 23R1, RCO 25, RCO 26R3, RCO 31, RCO 38, RCO55, RCO 58, RCO 61, RCO 62, RCO 64, RCO 67, RCO 70, RCO 72, RCO 73R1, RCO 75, RCO 80, RCO 91, RCO 92, RCO 93, RCO 94, RCO 95, RCO 97, RCO 98, RCO 99, RCO 101, RCO 114, RCO 116, RCO 117, RCO 119, RCO 120, RCO 121, RCO 124, RCO 129, RCO 133, RCO 139		1,178,513.75	(1,178,513.75)	-	-	-	-	-	#DIV/0!	-	-
58	OCO 8	RCO 06R, RCO 10R4, RCO 107R4, RCO 111, RCO 113R1, RCO 125R1, RCO 127R1, RCO 136R1, RCO 137, RCO 138R3, RCO 142R2, RCO 145, RCO 147, RCO 149R2, RCO 150, RCO 153, RCO 155, RCO 157, RCO 165, RCO 170, RCO 173		1,156,837.97	(1,104,109.00)	52,728.97	-	-	-	-	0	52,728.97	-
59	OCO 9	RCO018, RCO 190R4, RCO 112, RCO 126, RCO 129, RCO 143, RCO 146R3, RCO 156, RCO 160R1, RCO 162, RCO 164, RCO 168R1, RCO 171 1, RCO 174, RCO 175R1, RCO 176, RCO 179, RCO 180, RCO 181, RCO 183, RCO 185, RCO 186, RCO 189, RCO 189R1, RCO 190, RCO 191, RCO 195, RCO 196, RCO 202, RCO 203R1, RCO 207, RCO 214, RCO 218, RCO 220		340,037.37	-	340,037.37	-	-	-	-	0	340,037.37	-
		SUBTOTAL	55,649,938.00	4,526,722.75	14,432.40	60,191,093.15	52,473,300.79	316,589.93	88,247.20	52,878,137.92	87.9%	7,312,955.23	4,704,587.23

CONTINUATION SHEET

APPLICATION AND CERTIFICATE FOR PAYMENT

containing Contractor's signed certificate, 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.

PROJECT # 13026000
PROJECT THE HOTEL AT MARION SQUARE
CHARLESTON, SC
0 LIBRARY ASSOCIATES, LLC.

CONTINUATION G703

APPLICATION NUMBER 35
PERIOD FROM 02/01/2018
PERIOD TO 02/28/2018

A	B	C				D	E	F	G	H	I	J
		COMMITMENT VALUES				WORK COMPLETED						
LINE	WORK DESCRIPTION	ORIGINAL AMOUNT	CHANGE ORDERS	BUDGET TRANSFERS	CURRENT AMOUNT	FROM PREVIOUS APPLICATION	THIS PERIOD	STORED MATERIALS	TOTAL COMPLETE AND STORED TO DATE (D + E)	% COMPLETE (G/C)	BALANCE TO FINISH (C - G)	RETAINAGE
		-1-	-2-		-3-							
60	CONSTRUCTION CONTINGENCY (2.25%)	1,060,688.00	-	(14,432.40)	1,046,255.60	-		-	-	0.0%	1,046,255.60	-
61	SPECIALTY SPACE SUPERVISION - NBM	100,000.00	-	-	100,000.00	-		-	-	0.0%	100,000.00	-
62	GENERAL LIABILITY INSURANCE (1%)	595,280.00	49,355.93	-	644,635.93	640,423.29	4,212.64	-	644,635.93	100.0%	-	-
63	SUBGUARD (1.25%)	670,160.00	61,543.93	-	731,703.93	720,640.59	5,063.34	-	731,703.93	100.0%	-	-
	SUBTOTAL	58,876,686.00	4,637,822.68	(0.68)	62,713,868.68	53,940,370.67	844,565.96	88,207.00	54,772,943.63	87.3%	7,940,745.02	4,764,987.33
64	FEE (2.5%)	1,451,582.00	123,388.21		1,575,202.21	1,340,140.52	21,109.15		1,361,249.67	87.1%	194,952.54	136,124.87
	TOTAL CONSTRUCTION COST	59,327,558.00	4,760,922.87	(0.68)	64,289,990.87	55,280,511.19	865,675.11	88,207.00	56,134,193.30	87.3%	8,134,697.57	4,901,112.20
65	PRECONSTRUCTION FEE	56,778.00	-		56,778.00	56,778.00	-		56,778.00	100.0%	-	-
	TOTAL COST WITH PRECON	59,384,747.00	4,760,922.87	(0.68)	64,355,669.87	55,267,289.19	865,675.11	88,207.00	56,220,972.30	87.4%	8,134,697.57	4,901,112.20
66	BUYOUT REDUCTION CONTRIBUTION	(250,000.00)			(250,000.00)				-	0.0%	(250,000.00)	-
	GRAND TOTAL	59,344,747.00	4,760,922.87	(0.68)	64,105,669.87	55,267,289.19	865,675.11	88,207.00	56,220,972.30	87.7%	7,884,697.57	4,901,112.20

R - 15827

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Balfour Beatty
Construction

Request for Payment

Pay Request # 20
Work Performed Through: 02/28/18

Subcontractor's Name: Palmetto Automatic Sprinkler Company, Inc.
Subcontractor's Address: 1862 Old Dunbar Rd.
West Columbia, SC 29172

Phone Number: 803-794-1502
Fax Number:

Project Name: Hotel at Marion Square Job No.: 13026400 Date: 02/15/18
Owner: Library Associates, LLC

Description of Work:	Fire Protection	
Original Contract Amount	$464,920.00	
Change Order Total Through C/O #: 1	$3,231.88	
Total Revised Contract	$468,151.88	
Previous Work Performed to Date(SSR)	$446,425.00	
Value of Materials Stored On Site	$0.00	
Value of Materials Stored Off Site	$0.00	
Current Month Gross	$6,939.20	
New Work Performed to Date	$453,364.20	
Less 10 % Retainage	$45,336.42	
Amount Earned to Date	$408,027.78	
Less Previous Net Billings	$401,782.50	
Less Adjustments/Joint Checks	$0.00	
Less Pending Back Charges	$0.00	
Total Amount this Requisition	$6,245.28	

Subcontract [X] Purchase Order [ ]
Other Contract Type:
Unit Price [ ] Lump Sum [X]
Bonded [ ] Unbonded [X]
Subguard [ ] Alternate Plan [ ]

Contract Increased 20%?	Y [ ]	N [X]
If yes, bond rider received	Y [ ]	N [ ]
EEO Reports Current	Y [ ]	N [ ]
Certified Payrolls Current	Y [ ]	N [ ]
Insurance Status	Finaled	
Insurance Expiration Date	10/01/18	
Release Attached	Y [ ]	N [ ]
Tier/Supplier Release if Required	Y [ ]	N [ ]
Reducing Retention	Y [ ]	N [ ]
If reducing retainage, reducing	From [ ]	To [X]
Consent of Surety for retention reduction if bonded	Y [ ]	N [ ]
New materials stored off site If yes, attach stored materials checklist	Y [ ]	N [X]
Final Payment If yes, see attached checklist	Y [ ]	N [X]

Owner Billing Number: 12
Owner Payment Rec'd Date:
Payment Terms: Pay When Paid
Pay Select #:

For Balfour Beatty Use Only:

CO #	Vendor #	Job #	Contract No.
50540	1348477	13026400	525443

Date	Invoice #	Description
02/28/18	13026400 - 20	13026400 . PE# 20 . 18.02

Gross Amount	Retainage Amt	Net Amount
$6,939.20	$346.96	$6,245.28

Trade Account?	Tax Code	Pay Item & Cost Code	Accrue Tax?
NO		400.51650000 40	NO

Hold Codes: 02- OWNER FUNDING Lower Tier Waivers
PM APP

Approvals:
PM / Date
CA 02/15/18
PA / Date
APA / Date

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APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702 PAGE ONE OF TWO PAGES

TO PRIME CONTRACTOR:
Balfour Beatty Construction
1930 Camden Rd, Charlotte, NC 28203

PROJECT:
Hotel at Marion Square

FROM SUBCONTRACTOR:
Palmetto Automatic Sprinkler Co., Inc
PO Box 2927
West Columbia, SC 29171

VIA ARCHITECT:

CONTRACT FOR: FIRE PROTECTION

APPLICATION NO: 20

PERIOD TO: 2/28/18

PROJECT NOS: 13026000
615008

CONTRACT DATE: 3/11/15

Distribution to:
- ☐ OWNER
- ☐ ARCHITECT
- ☐ CONTRACTOR
- ☐ SUBCONTRACTOR
- ☐

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM		$ 464,920.00
2. Net change by Change Orders		$ 3,231.88
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 468,151.88
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 453,364.20
5. RETAINAGE:		
a. ____ % of Completed Work (Column D + E on G703)	$ 45,336.42	
b. ____ % of Stored Material (Column F on G703)	$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 45,336.42
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$ 408,027.78
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 401,782.50
8. CURRENT PAYMENT DUE		$ 6,245.28
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	60,124.10

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Subcontractor'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 Contractor, and that current payment shown herein is now due.

SUBCONTRACTOR: Palmetto Automatic Sprinkler Company, Inc

By: Mark Long Date: 2/24/18

State of: South Carolina County of: Lexington
Subscribed and sworn to before me this 26th day of February 2018
Notary Public: Michelle Murphy
My Commission expires: 12/31/2021

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Contractor certifies to the Owner that to the best of the Contractor'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 Subcontractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... $ _____

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

CONTRACTOR:

By: _____ Date: _____

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

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 3 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION 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.

Hotel at Marion Square

APPLICATION NO: 20
APPLICATION DATE: 2/14/18
PERIOD TO: 2/28/18

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
1	Design	$32,545.00	$32,545.00			$32,545.00	100.00%		$3,254.50
2	Mobilization	$13,950.00	$13,950.00			$13,950.00	100.00%		$1,395.00
3	Site Work	$2,500.00	$2,500.00			$2,500.00	100.00%		$250.00
4	Fire Pump	$55,270.00	$52,505.12			$52,505.12	95.00%	$2,764.88	$5,250.51
5	Standpipes	$33,960.00	$30,564.00	$1,698.00		$32,262.00	95.00%	$1,698.00	$3,226.20
6	Parking Floor Material	$21,792.00	$21,792.00			$21,792.00	100.00%		$2,179.20
7	Parking Floor Labor	$12,807.00	$11,526.00			$11,526.00	90.00%	$1,281.00	$1,152.60
8	Parking Floor Test & Trim	$850.00						$850.00	$0.00
9	1st Floor Material	$30,509.00	$30,509.00			$30,509.00	100.00%		$3,050.90
10	1st Floor Labor	$18,673.00	$18,673.00			$18,673.00	100.00%		$1,867.30
11	1st Floor Test & Trim	$1,050.00						$1,050.00	$0.00
12	2nd Floor Material	$37,244.00	$37,244.00			$37,244.00	100.00%		$3,724.40
13	2nd Floor Labor	$23,468.00	$23,468.00			$23,468.00	100.00%		$2,346.80
14	2nd Floor Test & Trim	$1,200.00						$1,200.00	$0.00
15	3rd Floor Material	$18,809.00	$18,809.00			$18,809.00	100.00%		$1,880.90
16	3rd Floor Labor	$12,653.00	$12,020.00	$633.00		$12,653.00	100.00%		$1,265.30
17	3rd Floor Test & Trim	$1,000.00						$1,000.00	$0.00
18	4th Floor Material	$18,809.00	$18,809.00			$18,809.00	100.00%		$1,880.90
19	4th Floor Labor	$12,653.00	$12,019.00	$634.00		$12,653.00	100.00%		$1,265.30
20	4th Floor Test & Trim	$1,000.00						$1,000.00	$0.00
21	5th Floor Material	$18,918.00	$18,918.00			$18,918.00	100.00%		$1,891.80
22	5th Floor Labor	$12,726.00	$12,089.00	$637.00		$12,726.00	100.00%		$1,272.60
23	5th Floor Test & Trim	$1,000.00						$1,000.00	$0.00
24	6th Floor Material	$13,091.00	$13,091.00			$13,091.00	100.00%		$1,309.10
25	6th Floor Labor	$8,987.00	$8,537.00	$450.00		$8,987.00	100.00%		$898.70
26	6th Floor Test & Trim	$750.00						$750.00	$0.00
27	7th Floor Material	$12,764.00	$12,764.00			$12,764.00	100.00%		$1,276.40
28	7th Floor Labor	$8,768.00	$8,330.00	$438.00		$8,768.00	100.00%		$876.80

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CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION 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.

Hotel at Marion Square

APPLICATION NO: 20
APPLICATION DATE: 2/14/18
PERIOD TO: 2/28/18
13026000
615008

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	E WORK COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	G % (G ÷ C)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
29	7th Floor Test & Trim	$750.00						$750.00	$0.00
30	8th Floor Material	$13,309.00	$13,309.00			$13,309.00	100.00%		$1,330.90
31	8th Floor Labor	$9,133.00	$8,676.00	$457.00		$9,133.00	100.00%		$913.30
32	8th Floor Test & Trim	$750.00						$750.00	$0.00
33	Roof Terrace Material	$7,764.00	$7,764.00			$7,764.00	100.00%		$776.40
34	Roof Terrace Labor	$4,968.00	$4,720.00	$248.00		$4,968.00	100.00%		$496.80
35	Roof Terrace Test & Trim	$500.00						$500.00	$0.00
36	Change Order #1	($1,956.12)	($1,956.12)			($1,956.12)	100.00%		($195.61)
37	Change Order #4	$1,312.00	$1,312.00			$1,312.00	100.00%		$131.20
38	Change order #5	$3,876.00	$1,938.00	$1,744.20		$3,682.20	95.00%	$193.80	$368.22
	GRAND TOTALS	$468,151.88	$446,425.00	$6,939.20		$453,364.20	96.84%	$14,787.68	$45,336.42

AIA DOCUMENT G703 CONTINUATION SHEET FOR G702 1992 EDITION AIA © 1992
THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W. WASHINGTON, D.C. 20006-5292
©703-1992

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Subcontractor's and Other Lower Tier's Conditional Partial Waiver and Release of Lien
(Upon Progress Payment)

KNOW ALL MEN BY THESE PRESENTS:

That Palmetto Automatic Sprinkler Company, Inc (the "Lienor") for and in consideration of the payment of the sum of $ 16245.28 and other good and valuable consideration paid by Balfour Beatty Construction, LLC (the "Contractor") or Library Associates, LLC ("Owner"), receipt of which is hereby acknowledged, hereby releases, waives and quit claims to Contractor, the Owner, and their respective successors and assigns, all liens, lien rights, claims or demands of any kind whatsoever, which Lienor now has or might have against Contractor and/or Owner and/or the buildings and improvements on the premises legally described as See Exhibit "A" attached hereto (the "Property") on account of labor and services performed and/or material furnished for the construction of any improvements thereon; except for retention, and open change order requests, claims or disputes identified as follows:

That the undersigned has the right and authority to execute this Conditional Partial Waiver and Release of Lien on behalf of the Lienor. That this is a waiver of all lien rights and other claims which Lienor has against the Property, the Contractor, and the Owner for all labor, material and services performed thereon, including all extras and change orders, that all laborers retained or employed by the Lienor for construction of improvements on the Property, all suppliers and sub-contractors of Lienor who have furnished labor, material and services for the undersigned for the construction of improvements on the Property, and all labor, services and materials used by the undersigned in the construction of said improvements, have been paid in full for work performed or materials supplied, up to and including the 28 day of February, 2016 excluding the items identified hereinabove, if any.

THE UNDERSIGNED ACKNOWLEDGES THAT THE CONTRACTOR AND OWNER AND OTHER PARTIES HAVE A RIGHT TO RELY UPON THIS WAIVER AND RELEASE AND THAT MAKING ANY FALSE STATEMENTS SHALL CONSTITUTE PERJURY AND PUNISHMENT CAN BE MADE IN ACCORDANCE WITH THE LAWS OF THE STATE OF SOUTH CAROLINA.

IN WITNESS THEREOF, I have hereunto set my hand seal this 14 day of February, 2016

Signed, sealed and delivered
in the presence of:

Andrea Sugler
Signature
Andrea Sugler
Print Name

Palmetto Automatic Sprinkler Company, Inc
a South Carolina corporation

Mark Corey
Signature
Mark Corey, Controller
Print Name & Title

STATE OF South Carolina

COUNTY OF Lexington

The foregoing instrument was acknowledged before me this 14 day of February 2016 by Mark Corey, Controller of PASCO, a _____ corporation on, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

MICHELLE MURPHY NOTARY PUBLIC SOUTH CAROLINA My Commission Expires 12/3/2024

NOTARY PUBLIC, STATE OF South Carolina

My Commission Expires: 12/3/24

Balfour Beatty
Construction

TIER RELEASE SCHEDULE

Job Name	Hotel at Marion Square
Job #	13026000
Date Prepared:	1/16/2018
PRIME SUB'S NAME	PALMETTO AUTOMATIC SPRINKLER COMPANY, INC
Attachment for Pay Req #:	20
for Month Ending:	2/26/2018

A	B	C	D	E	F		G	H	I	J		K
Subcontractors/Suppliers List all subs or suppliers who will perform work for this contract. List Address & Phone Number	Indicate if tier is based in county of Project	Notice to Owner Filed?(NTO) (Yes/No)	Date NTO Filed:	Bonded Sub? (Yes/No)	Has tier billed for work to date? select: (Yes/No)		Cumulative dollar amount tier billed for work/materials to date:	Tier's most recent invoice is dated through:	Tier's most recent release is dated through: (as noted on releases)	Tier's most recent release is PARTIAL or FINAL? Select One		Comments:
SAMPLE TIER 123 Example Dr Somewhere, NC 27607 919-834-1234	*yes - PIT*	*NO*	*N/A*		*YES*	*NO*	*$12,123.00*	*4/27/2010*	*3/31/2010*	*PARTIAL*	*FINAL*	*thru March 2010*
Ferguson Enterprises, PO Box 100286, Atlanta, GA 30384-0286	no	no			YES	NO	67288.61	1/12/18		PARTIAL	FINAL	
Corn and Main, 501 W. Church St, Orlando, FL 32805					YES	NO	756.37	10/2/17		PARTIAL	FINAL	
Shaw Enterprises, Inc PO Box 0174 Hickory, NC 28603					YES	NO	30210.00	11/29/16		PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	

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Client #: 231116 17PALMEAUT

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/07/2018

PRODUCER
[illegible]
2950 Clearview Pkwy, Ste 200
P.O. Box 5128, 29801
[illegible] SC 29414

CONTACT NAME: Sheri Bean
PHONE (A/C, No, Ext): [illegible] FAX (A/C, No): [illegible]
E-MAIL ADDRESS: [illegible]

INSURED
Palmetto Structures, LLC
2020 Cosgrove Ave
Charleston, SC 29405

INSURER(S) AFFORDING COVERAGE
INSURER A: Palmetto Casualty
INSURER B: Accredited Insurance Company
INSURER C: Excess Indemnity Insurance Co
INSURER D:
INSURER E:
INSURER F:

NAIC #
[illegible]
31267
42374

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	X COMMERCIAL GENERAL LIABILITY Claims-Made X Occur GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO- JECT LOC OTHER:			CA2102504	10/01/2017	10/01/2018	EACH OCCURRENCE $1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) $300,000 MED EXP (Any one person) $10,000 PERSONAL & ADV INJURY $1,000,000 GENERAL AGGREGATE $2,000,000 PRODUCTS - COMP/OP AGG $2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS X HIRED AUTOS SCHEDULED AUTOS X NON-OWNED AUTOS			CA2102504	10/01/2017	10/01/2018	COMBINED SINGLE LIMIT (Ea accident) $1,000,000 BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			XLS0103310	10/01/2017	10/01/2018	EACH OCCURRENCE $5,000,000 AGGREGATE $3,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N / N/A			WC2102502	10/01/2017	10/01/2018	X PER STATUTE OTH-ER E.L. EACH ACCIDENT $1,000,000 E.L. DISEASE - EA EMPLOYEE $1,000,000 E.L. DISEASE - POLICY LIMIT $1,000,000
C	Excess Umbrella Liability			EL0300001692	10/01/2017	10/01/2018	$5,000,000 per Occur Aggr-Over Primary/ Umbrella Limit

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
REFERENCE: Job Number: 815908; Project: Hotel at Moulton Square

CERTIFICATE HOLDER

Balfour Beatty Construction, LLC
3100 McKinnon Street 10th Floor
Dallas, TX 75201

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ELECTRONICALLY FILED - 2023 May 16 9:41 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

DEFENDANT LIBRARY ASSOCIATES, LLC'S

TRIAL EXHIBIT #54

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TAB 6



ELECTRONICALLY FILED - 2023 May 16 9:41 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

OWNER	LIBRARY ASSOCIATES, LLC. 17 Lockwood Drive, Suite 400 Charleston, SC 29401	PROJECT	THE HOTEL AT MARION SQUARE 404 KING STREET CHARLESTON, SC 29403	APPLICATION PERIOD FROM PERIOD TO	36 03/01/2018 03/31/2018
CONTRACTOR ADDRESS	Balfour Beatty Construction, LLC 1930 Camden Rd Charlotte, NC 28203	ARCHITECT ADDRESS	WINFORD LINDSAY ARCHITECT 344 West Pike Street Lawrenceville, GA 30046	VENDOR #: ARCHITECT'S PROJECT NO	
CONTRACT	THE HOTEL AT MARION SQUARE (Project #13026000)	PHONE #	770-407-5796		

DISTRIBUTION TO:
- [X] OWNER
- [X] CONTRACTOR
- [X] ARCHITECT
- [ ] ENGINEERS

CONTRACT DATE	2/18/2015
NTP DATE	3/19/2015
CONTRACT COMPL DATE	8/19/2017

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY		
Change Orders approved in previous months by Owner	ADDITIONS	DEDUCTIONS
TOTAL	$ 4,760,922.87	
Approved this Month		
No. / Date Approved		
TOTALS	$ -	$ -
Net change by Change Orders	$ 4,760,922.87	

The undersigned Contractor certifies that to the best of the Contractor's knowledge information and belief the Work covered by this Appliction 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: **Balfour Beatty Construction, LLC.**

By: Alex Dooley Date: 4/25/18

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

1. ORIGINAL CONTRACT SUM			$ 59,344,747.00
2. Net change by Change Orders			$ 4,760,922.87
3. CONTRACT SUM TO DATE (Line 1 + 2)			$ 64,105,669.87
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)			$ 57,594,624.19
5. RETAINAGE:			
a.	10 % of Completed Work	$ 4,268,881.16	
b.	10 % of Stored Materials	$ 3,680.00	
Total Retainage (Line 5a + 5b or Total in Column J of G703)		5,093,856.03	$ ~~4,272,561.16~~
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)		52,500,768.16	$ ~~53,399,693.03~~
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)			$ 51,317,860.10
8. CURRENT PAYMENT DUE		1,182,908.06	$ ~~2,004,202.93~~
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)		11,604,901.71	$ ~~10,763,666.84~~

State of: South Carolina County of: Charleston

Subscribed and sworn to before me this 25th day of April 2018

Notary Public: Nicholas Wegener

My commission expires: 7/22/2028

NICHOLAS WEGENER NOTARY PUBLIC SOUTH CAROLINA COM. EXP. 07/22/2028

AMOUNT CERTIFIED $ 1,182,908.06

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

ARCHITECT: WINFORD LINDSAY ARCHITECT

By: Jennifer Faulkenberry Date: 5.9.18

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.

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 their 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.

G702-1983

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CONTINUATION SHEET
APPLICATION AND CERTIFICATE FOR PAYMENT
containing Contractor's signed certificate, 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.

CONTINUATION G703

PROJECT # 13026000
PROJECT THE HOTEL AT MARION SQUARE
CHARLESTON, SC
0 LIBRARY ASSOCIATES, LLC.

APPLICATION NUMBER 36
PERIOD FROM 03/01/2018
PERIOD TO 03/31/2018

A	B		C				D	E		F	G	H	I	J
LINE		WORK DESCRIPTION	COMMITMENT VALUES: ORIGINAL AMOUNT -1-	CHANGE ORDERS -2-	BUDGET TRANSFERS	CURRENT AMOUNT -3-	WORK COMPLETED: FROM PREVIOUS APPLICATION	THIS PERIOD	STORED MATERIALS		TOTAL COMPLETE AND STORED TO DATE (D + E)	% COMPLETE (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
1	GC'S	GENERAL CONDITIONALS (28 months)	3,216,855.00	-	-	3,216,855.00	3,216,855.00	-	-		3,216,855.00	100.0%	-	-
2						-	-	-	-		-	-	-	-
3		SUBCONTRACTS / COST OF WORK				-	-	-	-		-	-	-	-
4	GENERAL					-	-	-	-		-	-	-	81,321.46
5	00A	STAGING AND LOGISTICS	821,074.00			821,074.00	811,323.60	1,690.84	-		813,214.64	99.0%	7,859.36	
6	01A	GENERAL TRADES	575,833.00			575,833.00	307,655.70	45,350.00	-		353,005.70	61.3%	222,827.31	35,300.58
7	SITE					-	-	-	-		-	-	-	-
8	02A	SITEWORK	1,022,494.00		(10,769.05)	1,011,727.95	1,423,673.30	-	-		1,423,673.30	68.1%	191,454.65	120,606.13
9	02J	HARDSCAPE, LANDSCAPE & IRRIGATION	317,316.00			317,316.00	159,441.44	91,525.56	-		250,967.00	79.1%	66,349.00	25,095.70
10	02K	SITE DEMOLITION ALLOWANCE	60,000.00			60,000.00	57,509.27	-	-		57,509.27	71.9%	22,490.73	5,750.93
11	STRUCTURE					-	-	-	-		-	-	-	-
12	02L	DEEP FOUNDATIONS	2,229,614.00		(100,000.00)	2,129,614.00	1,778,278.00	-	-		1,778,278.00	83.5%	351,336.00	150,128.29
13	03A	CAST-IN-PLACE CONCRETE	7,337,695.00		163,567.93	7,501,262.93	7,501,262.93	-	-		7,501,262.93	100.0%	-	
14	04A	MASONRY- CMU & CAST STONE	2,370,350.00		152,639.23	2,522,989.23	2,448,759.14	68,556.53	-		2,517,315.67	100.8%	(16,326.44)	251,732.57
15	05A	MISC. METALS	2,474,750.00		22,097.00	2,496,847.00	1,790,382.11	14,500.00	-		1,804,882.11	72.3%	691,964.89	180,488.21
16	SHELL					-	-	-	-		-	-	-	-
17	07A	ROOFING	855,698.00		34,206.00	889,904.00	870,808.58	-	-		870,808.58	97.9%	19,095.42	87,080.86
18	07B	WATERPROOFING/ CAULKING	742,900.00		50,409.40	793,309.40	778,447.71	-	-		778,447.71	98.1%	14,861.69	77,844.77
19	07E	STUCCO	913,058.00		442,246.36	1,355,284.36	1,322,389.10	10,246.93	-		1,332,736.03	98.3%	22,548.33	133,273.60
20	07F	FIREPROOFING	7,580.00			7,580.00	-	-	-		-	0.0%	7,580.00	-
21	07X	FIRESTOPPING	20,000.00		(20,000.00)	-	-	-	-		-	#DIV/0!	-	
22	08F	GLASS (Hopes Jamestown Painted Steel Storefront)	1,283,597.00			1,283,597.00	911,159.86	44,992.70	-		956,152.56	74.5%	327,444.42	95,615.26
23	08H	INTERIOR GLAZING	1,154,077.00		1,085,597.50	2,240,174.50	2,036,495.03	77,220.75	-		2,113,715.78	94.4%	126,458.72	211,371.58
24	08I	WINDOWS	740,395.00		(740,395.00)	-	-	-	-		-	#DIV/0!	-	
25	10C	FABRIC AWNINGS	12,000.00			12,000.00	-	-	-		-	0.0%	12,000.00	-
26	INTERIORS					-	-	-	-		-	#DIV/0!	-	-
27	04A	MASONRY- INTERIOR CAST STONE	250,000.00		(168,530.00)	81,470.00	69,989.00	-	-		69,989.00	85.9%	11,481.00	6,998.90
28	05A	INTERIORS ORNAMENTAL METALS	330,000.00		(81,470.00)	148,530.00	-	-	-		-	0.0%	148,530.00	25,355.06
29	06A	ROUGH CARPENTRY	211,077.00		55,000.00	266,077.00	244,713.28	9,843.39	-		254,556.67	95.7%	11,520.33	
30	06D	DOORS, FRAMES, AND HARDWARE	1,600,740.00		153,240.72	1,753,980.72	663,205.53	5,936.58	-		669,141.91	38.2%	770,648.81	66,914.19
31	09R	SPECIAL DOORS	359,997.00		(120,000.00)	239,997.00	145,397.00	9,500.00	-		123,897.00	64.1%	96,100.00	16,383.70
32	08X	SMOKE CONTAINMENT BARRIER	13,353.00		120,000.00	133,353.00	19,666.00	-	-		19,666.00	15.0%	113,687.00	1,966.60
33	09A	METAL STUD FRAMING & DRYWALL / ACCOUSTICAL CEILINGS	3,717,093.00		630,446.00	4,347,539.00	4,259,442.70	-	-		4,259,442.70	97.9%	91,096.30	435,644.27
34	10A	SPECIALTIES	606,681.00		(17,169.00)	589,512.00	41,503.00	252,802.00	-		294,305.00	49.9%	295,190.00	29,472.20
35	10C	OPERABLE PARTITIONS	83,437.00			83,437.00	76,569.50	-	-		76,569.50	92.1%	6,867.50	7,656.95
36	11A	EQUIPMENT (PARKING LIFTS)	481,755.00			481,755.00	400,602.20	-	-		400,602.20	83.2%	81,152.80	10,060.22
37	11B	KITCHEN EQUIPMENT	-	-	864,873.00	864,873.00	837,536.97	-	-		837,536.97	97.1%	27,336.03	83,705.70
38	13A	POOL	365,664.00		(54,064.00)	311,600.00	287,560.00	-	-		287,560.00	92.3%	24,040.00	28,756.00
39	14A	ELEVATORS	1,475,219.00		140,400.97	1,615,619.97	1,429,554.05	46,565.00	-		1,476,919.05	91.4%	138,700.92	147,691.90
40	14B	WHEEL CHAIR LIFT	15,000.00			15,000.00	-	-	-		-	0.0%	15,000.00	-
41														
42	MEP					-								
43	15B	HVAC & PLUMBING	8,018,142.00		589,200.00	8,607,342.00	8,543,349.80	32,627.42	-		8,573,977.22	99.6%	33,364.78	857,397.72
44	15D	FIRE PROTECTION	466,920.00			466,920.00	444,455.00	7,578.55	-		452,034.55	96.8%	14,885.45	45,200.40
45	16A	ELECTRICAL	3,963,762.00		481,599.05	4,445,361.05	4,425,433.03	17,587.26	-		4,443,020.89	99.9%	2,272.76	444,302.03
46	FINISHES					-					-			218,009.60
47	06B	FINISH CARPENTRY & CUSTOM MILLWORK	2,105,685.00	-	448,930.00	2,554,415.00	1,827,972.00	321,324.00	30,500.00		2,180,096.00	85.3%	363,319.00	
48	09B	FLOORING	397,147.00	-	(19,085.00)	378,062.00	29,715.00	81,343.00	-		82,201.00	21.8%	295,921.10	8,220.10
49	09O	PAINTING & WALLCOVER	619,614.00		211,419.00	831,233.00	638,596.00	128,282.09	-		770,878.09	93.5%	54,354.91	77,087.81
50	09E	STONE & HARD TILE	3,368,850.00	-	(228,824.00)	3,139,026.00	3,267,432.15	20,272.26	-		3,287,694.42	98.3%	51,331.58	
51	OCO 1	RCO 1, RCO 4, RCO 5, RCO 6, RCO 9, RCO 10, RCO 12	-	274,953.15	(274,953.15)	-	-	-	-		-	#DIV/0!	-	
52	OCO 2	RCO 3, RCO 7, RCO 11, RCO 15, RCO 32,	-	80,241.74	(80,241.74)	-	-	-	-		-	#DIV/0!	-	328,769.44
53	OCO 3	RCO 14, RCO 27R1, RCO 0R1, RCO 26R1	-	1,048,781.54	(1,048,781.54)	-	-	-	-		-	#DIV/0!	-	
54	OCO 4	RCO 17R1, RCO 40	-	12,074.68	(12,074.68)	-	-	-	-		-	#DIV/0!	-	-
55	OCO 5	RCO 22, RCO 28, RCO 33, RCO 47, RCO 50, RCO53, RCO 66, RCO 69, RCO 77, RCO 81		65,161.71	(65,161.71)	-	-	-	-		-	#DIV/0!	-	-
56	OCO 6	RCO 35, RCO 36, RCO 39, RCO 45, RCO 48, RCO 51, RCO 52, RCO 65, RCO 67, RCO 85		369,310.84	(369,310.84)	-	-	-	-		-	#DIV/0!	-	-
57	OCO 7	RCO 19, RCO 23R1, RCO 25, RCO 29R3, RCO 31, RCO 38, RCO 55, RCO 59, RCO 61, RCO 62, RCO 64, RCO 67, RCO 70, RCO 72, RCO 73R1, RCO 78, RCO 90, RCO 91, RCO 92, RCO 93, RCO 94, RCO 96, RCO 97, RCO 99, RCO 99, RCO 101, RCO 114, RCO 116, RCO 117, RCO 119, RCO 120, RCO 121, RCO 124, RCO 128, RCO 133, RCO 139		1,178,513.75	(1,178,513.75)	-	-	-	-		-	#DIV/0!	-	-
58	OCO 8	RCO 084, RCO 104, RCO 107R4, RCO 111, RCO 113R1, RCO 125R1, RCO 127R1, RCO 133R1, RCO 137, RCO 139R3, RCO 142R2, RCO 145, RCO 147, RCO 149R2, RCO 150, RCO 153, RCO 155, RCO 157, RCO 165, RCO 170, RCO 173		1,156,837.97	(1,139,109.00)	17,728.97	-	-	-		-	0	17,728.97	-
59	OCO 9	RCO018, RCO 100R4, RCO 112, RCO 120, RCO 129, RCO 143, RCO 148R3, RCO 158, RCO 160R1, RCO 162, RCO 164, RCO 169R1, RCO 171.1, RCO 174, RCO 175R1, RCO 176, RCO 179, RCO 180, RCO 181, RCO 183, RCO 185, RCO 188, RCO 189, RCO 189R1, RCO 190, RCO 191, RCO 195, RCO 199, RCO 202, RCO 203R1, RCO 207, RCO 214, RCO 218, RCO 220		340,037.37	(15,000.00)	325,037.37	-	-	-		-	0	325,037.37	-
		SUBTOTAL	55,649,938.00	4,524,722.76	14,432.49	60,191,093.15	53,366,603.92	1,304,245.65	34,500.00		54,737,549.47	90.9%	5,453,543.68	4,952,470.45

4,952,470.45

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CONTINUATION SHEET

APPLICATION AND CERTIFICATE FOR PAYMENT
containing Contractor's signed certificate, 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.

PROJECT # 13026000
PROJECT THE HOTEL AT MARION SQUARE
CHARLESTON, SC
0 LIBRARY ASSOCIATES, LLC.

CONTINUATION G703

APPLICATION NUMBER 36
PERIOD FROM 03/01/2018
PERIOD TO 03/31/2018

A	B	C				D	E	F	G	H	I	J
LINE	WORK DESCRIPTION	COMMITMENT VALUES				WORK COMPLETED			TOTAL			
		ORIGINAL AMOUNT	CHANGE ORDERS	BUDGET TRANSFERS	CURRENT AMOUNT	FROM PREVIOUS APPLICATION	THIS PERIOD	STORED MATERIALS	COMPLETE AND STORED TO DATE (D + E)	% COMPLETE (G/C)	BALANCE TO FINISH (C - G)	RETAINAGE
		-1-	-2-		-3-							
60	CONSTRUCTION CONTINGENCY (2.25%)	1,060,688.00	-	(14,432.40)	1,046,255.60	-	-	-	-	0.0%	1,046,255.60	-
61	SPECIALTY SPACE SUPERVISION - NSM	100,000.00	-	-	100,000.00	-	-	-	-	0.0%	100,000.00	-
62	GENERAL LIABILITY INSURANCE (1%)	595,283.00	48,355.59	-	644,635.59	644,635.59	-	-	644,635.59	100.0%	-	-
63	SUBGUARD (1.25%)	670,160.00	61,543.93	-	731,703.93	731,703.93	-	-	731,703.93	100.0%	-	4,452,470.45
	SUBTOTAL	53,079,088.00	4,637,922.68	(0.00)	57,717,010.68	54,772,913.73	1,304,246.55	36,000.00	56,113,988.38	97.2%	1,603,022.30	-
64	FEE (2.5%)	1,451,802.00	122,300.21		1,574,102.21	1,381,269.67	33,636.14		1,414,905.81	89.9%	159,196.40	14,385.58
	TOTAL CONSTRUCTION COST	54,530,890.00	4,760,922.87	(0.00)	59,291,812.87	56,154,183.40	1,337,882.69	36,000.00	57,528,894.19	97.0%	1,762,918.68	-
65	PRECONSTRUCTION FEE	66,779.00	-	-	66,779.00	66,779.00	-	-	66,779.00	100.0%	-	-
	TOTAL COST WITH PRECON	59,654,747.00	4,760,922.87	(0.00)	64,415,669.87	56,220,962.40	1,337,882.69	36,000.00	57,594,624.19	89.4%	6,761,045.68	-
66	BUYOUT REDUCTION CONTINGTION	(250,000.00)			(250,000.00)				-	0.0%	(250,000.00)	-
	GRAND TOTAL	59,344,747.00	4,760,922.87	(0.00)	64,165,669.87	56,220,962.40	1,337,882.69	36,000.00	57,594,624.19	89.7%	6,511,045.68	-

5,093,856.03

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Balfour Beatty
Construction

Request for Payment

Pay Request # 21
Work Performed Through 03/31/18

Subcontractor's Name: Palmetto Automatic Sprinkler Company, Inc.
Subcontractor's Address: 1862 Old Dunbar Rd.
West Columbia, SC 29172

Phone Number: 803-794-1602
Fax Number:

Project Name: Hotel at Marion Square Job No.: 13026400 Date: 03/15/18
Owner: Library Associates, LLC

Description of Work: Fire Protection

Original Contract Amount	$464,920.00	
Change Order Total Through C/O #: 1	$3,231.88	
Total Revised Contract	$468,151.88	
Previous Work Performed to Date(SSR)	$453,364.20	
Value of Materials Stored On Site	$0.00	
Value of Materials Stored Off Site	$0.00	
Current Month Gross	$640.35	
New Work Performed to Date	$454,004.55	
Less 10 % Retainage	$45,400.46	
Amount Earned to Date	$408,604.10	
Less Previous Net Billings	$408,027.78	
Less Adjustments/Joint Checks	$0.00	
Less Pending Back Charges	$0.00	
Total Amount this Requisition	$576.31	

Subcontract [X] Purchase Order [ ]
Other Contract Type:
Unit Price [ ] Lump Sum [X]
Bonded [-] Unbonded [X]
Subguard [ ] Alternate Plan [ ]

Contract increased 20%?	Y [ ]	N [X]
If yes, bond rider received	Y [ ]	N [ ]
EEO Reports Current	Y [ ]	N [ ]
Certified Payrolls Current	Y [ ]	N [ ]
Insurance Status	Finaled	
Insurance Expiration Date	10/01/18	
Release Attached	Y [ ]	N [ ]
Tier/Supplier Release if Required	Y [ ]	N [ ]
Reducing Retention	Y [ ]	N [ ]
If reducing retainage, reducing	From [ ]	To [X]
Consent of Surety for retention reduction if bonded	Y [ ]	N [ ]
New materials stored off site If yes, attach stored materials checklist	Y [ ]	N [X]
Final Payment If yes, see attached checklist	Y [ ]	N [X]

Owner Billing Number: 12
Owner Payment Rec'd Date:
Payment Terms: Pay When Paid
Pay Select #:

For Balfour Beatty Use Only:

CO #	Vendor #	Job #	Contract No.
50540	1348477	13026400	525443

Date	Invoice #	Description
03/31/18	13026400 - 21	13026400 . PE# 21 . 18.03

Gross Amount	Retainage Amt	Net Amount
$640.35	$32.02	$576.31

Trade Account?	Tax Code	Pay Item & Cost Code	Accrue Tax?
NO		400.51550000.40	NO

Hold Codes: 02- OWNER FUNDING Lower Tier Waivers
PM APP

Approvals:
PM / Date
CA 03/15/18
PA / Date
APA / Date

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APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF TWO PAGES

TO PRIME CONTRACTOR:
Bailey Design Construction
1930 Clanton Rd, Charlotte, NC 28203

PROJECT:
Hotel at Marion Square

FROM SUBCONTRACTOR:
Palmetto Automatic Sprinkler Co., Inc
PO Box 3927
West Columbia, SC 29171

VIA ARCHITECT:

CONTRACT FOR: FIRE PROTECTION

APPLICATION NO: 21
PERIOD TO: 3/31/18
PROJECT NOS: 13026000
615008
CONTRACT DATE: 3/11/15

Distribution to:
- [ ] OWNER
- [ ] ARCHITECT
- [ ] CONTRACTOR
- [ ] SUBCONTRACTOR
- [ ]

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM		$ 464,920.00
2. Net change by Change Orders		$ 3,231.88
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 468,151.88
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 454,004.55
DATE (Column G on G703)		
5. RETAINAGE:		
a. 10 % of Completed Work (Columns D + E on G703)	$ 45,400.46	
b. ____ % of Stored Material (Column F on G703)	$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 45,400.46
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$ 408,604.09
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 408,027.78
8. CURRENT PAYMENT DUE		$ 576.31
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	59,547.79

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Subcontractor'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 Contractor, and that current payment shown herein is now due.

SUBCONTRACTOR: Palmetto Automatic Sprinkler Company, Inc

By: _____ Date: 3/31/18

State of: South Carolina County of: Lexington
Subscribed and sworn to before me this 31st day of March 2018
Notary Public: _____
My Commission expires: 12/3/24

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Contractor certifies to the Owner that to the best of the Contractor'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 Subcontractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... $ _____

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

CONTRACTOR:

By: _____ Date: _____

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

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CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION 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.

Hotel at Marion Square

APPLICATION NO: 21
APPLICATION DATE: 3/15/18
PERIOD TO: 3/31/18
13026000
615008

A ITEM NO	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	E WORK COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	G % (G ÷ C)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
1	Design	$32,545.00	$32,545.00			$32,545.00	100.00%		$3,254.50
2	Mobilization	$13,950.00	$13,950.00			$13,950.00	100.00%		$1,395.00
3	Site Work	$2,500.00	$2,500.00			$2,500.00	100.00%		$250.00
4	Fire Pump	$55,270.00	$52,505.12			$52,505.12	95.00%	$2,764.88	$5,250.51
5	Standpipes	$33,960.00	$32,262.00			$32,262.00	95.00%	$1,698.00	$3,226.20
6	Parking Floor Material	$21,792.00	$21,792.00			$21,792.00	100.00%		$2,179.20
7	Parking Floor Labor	$12,807.00	$11,526.00	$640.35		$12,166.35	95.00%	$640.65	$1,216.64
8	Parking Floor Test & Trim	$850.00						$850.00	$0.00
9	1st Floor Material	$30,509.00	$30,509.00			$30,509.00	100.00%		$3,050.90
10	1st Floor Labor	$18,673.00	$18,673.00			$18,673.00	100.00%		$1,867.30
11	1st Floor Test & Trim	$1,050.00						$1,050.00	$0.00
12	2nd Floor Material	$37,244.00	$37,244.00			$37,244.00	100.00%		$3,724.40
13	2nd Floor Labor	$23,468.00	$23,468.00			$23,468.00	100.00%		$2,346.80
14	2nd Floor Test & Trim	$1,200.00						$1,200.00	$0.00
15	3rd Floor Material	$18,809.00	$18,809.00			$18,809.00	100.00%		$1,880.90
16	3rd Floor Labor	$12,653.00	$12,653.00			$12,653.00	100.00%		$1,265.30
17	3rd Floor Test & Trim	$1,000.00						$1,000.00	$0.00
18	4th Floor Material	$18,809.00	$18,809.00			$18,809.00	100.00%		$1,880.90
19	4th Floor Labor	$12,653.00	$12,653.00			$12,653.00	100.00%		$1,265.30
20	4th Floor Test & Trim	$1,000.00						$1,000.00	$0.00
21	5th Floor Material	$18,918.00	$18,918.00			$18,918.00	100.00%		$1,891.80
22	5th Floor Labor	$12,726.00	$12,726.00			$12,726.00	100.00%		$1,272.60
23	5th Floor Test & Trim	$1,000.00						$1,000.00	$0.00
24	6th Floor Material	$13,091.00	$13,091.00			$13,091.00	100.00%		$1,309.10
25	6th Floor Labor	$8,987.00	$8,987.00			$8,987.00	100.00%		$898.70
26	6th Floor Test & Trim	$750.00						$750.00	$0.00
27	7th Floor Material	$12,764.00	$12,764.00			$12,764.00	100.00%		$1,276.40
28	7th Floor Labor	$8,768.00	$8,768.00			$8,768.00	100.00%		$876.80

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CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION 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.

Hotel at Marion Square

APPLICATION NO: 21
APPLICATION DATE: 3/15/18
PERIOD TO: 3/31/18
13026000
615008

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	E WORK COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	G % (G ÷ C)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
29	7th Floor Test & Trim	$750.00						$750.00	$0.00
30	8th Floor Material	$13,309.00	$13,309.00			$13,309.00	100.00%		$1,330.90
31	8th Floor Labor	$9,133.00	$9,133.00			$9,133.00	100.00%		$913.30
32	8th Floor Test & Trim	$750.00						$750.00	$0.00
33	Roof Terrace Material	$7,764.00	$7,764.00			$7,764.00	100.00%		$776.40
34	Roof Terrace Labor	$4,968.00	$4,968.00			$4,968.00	100.00%		$496.80
35	Roof Terrace Test & Trim	$500.00						$500.00	$0.00
36	Change Order #1	($1,956.12)	($1,956.12)			($1,956.12)	100.00%		($195.61)
37	Change Order #4	$1,312.00	$1,312.00			$1,312.00	100.00%		$131.20
38	Change Order #5	$3,876.00	$3,682.20			$3,682.20	95.00%	$193.80	$368.22
	GRAND TOTALS	$468,151.88	$453,364.20	$640.35		$454,004.55	96.98%	$14,147.33	$45,400.46

AIA DOCUMENT G703 CONTINUATION SHEET FOR G702 1992 EDITION AIA © 1992
THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W. WASHINGTON, D.C. 20006-5292

ELECTRONICALLY FILED - 2023 May 16 9:41 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Subcontractor's and Other Lower Tier's Conditional Partial Waiver and Release of Lien
(Upon Progress Payment)

KNOW ALL MEN BY THESE PRESENTS:

That Palmetto Automatic Sprinkler Company, Inc (the "Lienor") for and in consideration of the payment of the sum of $ 576.31 and other good and valuable consideration paid by Balfour Beatty Construction, LLC (the "Contractor") or Library Associates, LLC ("Owner"), receipt of which is hereby acknowledged, hereby releases, waives and quit claims to Contractor, the Owner, and their respective successors and assigns, all liens, lien rights, claims or demands of any kind whatsoever, which Lienor now has or might have against Contractor and/or Owner and/or the buildings and improvements on the premises legally described as: See Exhibit "A" attached hereto (the "Property") on account of labor and services performed and/or material furnished for the construction of any improvements thereon; except for retention, and open change order requests, claims or disputes identified as follows:

That the undersigned has the right and authority to execute this Conditional Partial Waiver and Release of Lien on behalf of the Lienor. That this is a waiver of all lien rights and other claims which Lienor has against the Property, the Contractor, and the Owner for all labor, material and services performed thereon, including all extras and change orders, that all laborers retained or employed by the Lienor for construction of improvements on the Property, all suppliers and sub-contractors of Lienor who have furnished labor, material and services for the undersigned for the construction of improvements on the Property, and all labor, services and materials used by the undersigned in the construction of said improvements, have been paid in full for work performed or materials supplied, up to and including the 31 day of March, 2023 excluding the items identified hereinabove, if any.

THE UNDERSIGNED ACKNOWLEDGES THAT THE CONTRACTOR AND OWNER AND OTHER PARTIES HAVE A RIGHT TO RELY UPON THIS WAIVER AND RELEASE AND THAT MAKING ANY FALSE STATEMENTS SHALL CONSTITUTE PERJURY AND PUNISHMENT CAN BE MADE IN ACCORDANCE WITH THE LAWS OF THE STATE OF SOUTH CAROLINA.

IN WITNESS THEREOF, I have hereunto set my hand seal this 14 day of March, 2023

Signed, sealed and delivered
in the presence of:

Andrea Seigler
Signature
Andrea Seigler
Print Name

Palmetto Automatic Sprinkler Company, Inc
a _____ corporation

Signature
Stephen Keene, Controller
Print Name & Title

STATE OF South Carolina

COUNTY OF Lexington

The foregoing instrument was acknowledged before me this 14 day of March, 2023 by Stephen Keene, Controller of PASC a _____ corporation on, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

NOTARY PUBLIC, STATE OF South Carolina

My Commission Expires: 3/23/24

TIER RELEASE SCHEDULE

PALMETTO AUTOMATIC SPRINKLER COMPANY, INC

	B	C	D	E	F		G	H	I	J		K
	Address of the property in question or vicinity of	Name(s) of Owner, Prime(s) or Tier(s) (if known)	Date Work Began	Bonded Sub? (Yes/No)	Has tier billed for work to date? select: (Yes/No)		Cumulative dollar amount tier billed for work/materials to date:	Tier's most recent invoice is dated through:	Tier's most recent release is dated through: (as noted on releases)	Tier's most recent release is PARTIAL or FINAL? Select One		Comments:
					YES	NO	$12,120.00	4/27/2010	3/31/2010	PARTIAL	FINAL	thru March 2010
					YES	NO	27,187.11	2/17/18		PARTIAL	FINAL	
					YES	NO	30,581.97	12/22/17		PARTIAL	FINAL	
					YES	NO	3,210.00	11/30/16		PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	

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Client#: 233116 17PALMEAUT

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/27/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
BB&T - Boyle Vaughan Insurance
2000 Center Point Rd, Ste 2400
P. O. Box 8628, 29202
Columbia, SC 29210

CONTACT NAME: Brett Royer
PHONE (A/C, No, Ext): 803 748-0100 FAX (A/C, No): 877 467-7214
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Amerisure Insurance Company	19488
INSURER B: Scottsdale Insurance Company	41297
INSURER C: Endurance American Specialty In	41718
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Palmetto Automatic Sprinkler Co., Inc.
PO Box 2927
Cayce, SC 29171

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER POLICY [X] PRO-JECT [ ] LOC OTHER:			CPP2102583	10/01/2017	10/01/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $300,000 $10,000 $1,000,000 $2,000,000 $2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			CA2102584	10/01/2017	10/01/2018	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			XLS0103310	10/01/2017	10/01/2018	EACH OCCURRENCE AGGREGATE	$5,000,000 $5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC2102582	10/01/2017	10/01/2018	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000
C	Excess Umbrella Liability			ELD300001692	10/01/2017	10/01/2018	$5,000,000 per Occur Aggr-Over Primary/ Umbrella Limit	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
REFERENCE: Job Number: 615008; Project: Hotel at Marion Square

CERTIFICATE HOLDER
Balfour Beatty Construction, LLC
3100 McKinnon Street 10th Floor
Dallas, TX 75201

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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DEFENDANT LIBRARY ASSOCIATES, LLC'S

TRIAL EXHIBIT #55

ELECTRONICALLY FILED - 2023 May 16 9:41 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

TAB 7



APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

OWNER	LIBRARY ASSOCIATES, LLC. 17 Lockwood Drive, Suite 400 Charleston, SC 29401	PROJECT	THE HOTEL AT MARION SQUARE 404 KING STREET CHARLESTON, SC 29403	APPLICATION PERIOD FROM PERIOD TO	37 04/01/2018 04/30/2018
CONTRACTOR ADDRESS	Balfour Beatty Construction, LLC 1930 Camden Rd Charlotte, NC 28203	ARCHITECT ADDRESS	WINFORD LINDSAY ARCHITECT 344 West Pike Street Lawrenceville, GA 30046	VENDOR #: ARCHITECT'S PROJECT NO	
CONTRACT	THE HOTEL AT MARION SQUARE (Project #13026000)	PHONE #	770-407-5796		

DISTRIBUTION TO:
- [X] OWNER
- [X] CONTRACTOR
- [X] ARCHITECT
- [ ] ENGINEERS

CONTRACT DATE	2/18/2015
NTP DATE	3/19/2015
CONTRACT COMPL DATE	8/19/2017

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner			
TOTAL		$ 4,760,922.87	
Approved this Month			
No.	Date Approved		
10		$ 178,889.58	
11		$ 11,646.22	
TOTALS		$ 190,535.80	$ -
Net change by Change Orden		$	4,951,458.67

The undersigned Contractor certifies that to the best of the Contractor's knowledge information and belief the Work covered by this Appliction 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: **Balfour Beatty Construction, LLC.**

By: Date: 5/18/18

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

1. ORIGINAL CONTRACT SUM			$ 59,344,747.00
2. Net change by Change Orders			$ 4,951,458.67
3. CONTRACT SUM TO DATE (Line 1 + 2)			$ 64,296,205.67
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)			$ 59,259,283.36
5. RETAINAGE:			
a.	Completed Work	$ 5,130,486.94	
b.	Stored Materials	$ 2,059.70	
Total Retainage (Line 5a + 5b or Total in Column J of G703)			$ 5,132,546.64
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)			$ 54,126,734.72
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)			$ 52,554,146.81
8. CURRENT PAYMENT DUE			$ 1,572,587.91
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)			$ 10,169,470.95

State of: South Carolina County of: Charleston

Subscribed and sworn to before me this 18th day of May 2018

Notary Public: Nicholas Wegener

My commission expires: 07/22/2026

NICHOLAS WEGENER NOTARY PUBLIC COM. EXP. 07/22/2026 SOUTH CAROLINA

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 their 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: WINFORD LINDSAY ARCHITECT

By: Date:

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

G702-1983

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CONTINUATION SHEET

APPLICATION AND CERTIFICATE FOR PAYMENT

containing Contractor's signed certificate is attached

In tabulations below amounts are stated to the nearest dollar

Use Columns on Contracts where variable retainage for line items may apply

CONTINUATION G703

PROJECT # 13026000

PROJECT THE HOTEL AT MARION SQUARE
CHARLESTON, SC
0 LIBRARY ASSOCIATES, LLC.

APPLICATION NUMBER 37
PERIOD FROM 04/01/2018
PERIOD TO 04/30/2018

A	B		C				D	E	F	G	H	I	J
LINE		WORK DESCRIPTION	COMMITMENT VALUES				WORK COMPLETED			TOTAL			
			ORIGINAL AMOUNT	CHANGE ORDERS	BUDGET TRANSFERS	CURRENT AMOUNT	FROM PREVIOUS APPLICATION	THIS PERIOD	STORED MATERIALS	COMPLETE AND STORED TO DATE	% COMPLETE	BALANCE TO FINISH	RETAINAGE
			-1-	-2-		-3-				(D + E)	(G/C)	(C3 - G)	
1	GIC'S	GENERAL CONDITIONALS (29 months)	3,216,655.00		1,853.00	3,218,708.00	3,216,855.00	1,853.00	-	3,218,708.00	100.0%	-	321,870.80
2						-	-	-	-	-	-	-	-
3		SUBCONTRACTS / COST OF WORK				-	-	-	-	-	-	-	-
4	GENERAL					-	-	-	-	-	-	-	-
5	00A	STAGING AND LOGISTICS	821,074.00			821,074.00	813,214.84	736.54	-	813,951.38	99.1%	7,122.62	81,395.12
6	01A	GENERAL TRADES	875,833.00			875,833.00	353,605.79	-	-	353,605.79	40.4%	522,227.21	35,360.58
7	SITE					-	-	-	-	-	-	-	-
8	02A	SITEWORK	1,632,494.00		(16,766.05)	1,615,727.95	1,423,873.00	-	-	1,423,873.00	88.1%	191,854.95	120,699.13
9	02J	HARDSCAPE, LANDSCAPE & IRRIGATION	317,316.00			317,316.00	289,967.00	-	-	289,967.00	91.4%	27,349.00	31,096.70
10	02K	SITE DEMOLITION ALLOWANCE	80,000.00			80,000.00	57,509.27	-	-	57,509.27	71.9%	22,490.73	5,750.93
11	STRUCTURE					-	-	-	-	-	-	-	-
12	03L	DEEP FOUNDATIONS	2,228,614.00		(100,000.00)	2,128,614.00	1,778,278.00	-	-	1,778,278.00	83.5%	350,336.00	-
13	03A	CAST-IN-PLACE CONCRETE	7,337,855.00		163,387.93	7,501,282.93	7,501,282.93	-	-	7,501,282.93	100.0%	-	375,064.15
14	04A	MASONRY- CMU & CAST STONE	2,378,350.00		152,639.23	2,530,989.23	2,547,325.67	-	-	2,547,325.67	100.6%	(16,336.44)	254,732.57
15	05A	MISC. METALS	2,474,750.00		22,097.00	2,496,847.00	1,834,682.11	-	-	1,834,682.11	73.5%	662,164.89	183,468.21
16	SHELL					-	-	-	-	-	-	-	-
17	07A	ROOFING	655,608.00		34,200.00	689,808.00	670,608.59	-	-	670,608.59	97.2%	19,199.41	67,060.86
18	07B	WATERPROOFING/ CAULKING	743,600.00		50,409.40	794,009.40	778,447.71	-	-	778,447.71	98.0%	15,561.69	77,844.77
19	07E	STUCCO	913,070.00		442,240.30	1,355,294.30	1,332,736.01	-	-	1,332,736.01	98.3%	22,548.29	133,273.60
20	07F	FIREPROOFING	7,560.00			7,560.00	-	-	-	-	0.0%	7,560.00	-
21	07K	FIRESTOPPING	20,000.00		(20,000.00)	-	-	-	-	-	#DIV/0!	-	-
22	08F	GLASS (Hopes Jamestown Painted Steel Storefront)	1,283,637.00			1,283,637.00	956,152.58	237,272.59	-	1,193,425.05	93.0%	90,171.95	119,342.51
23	08H	INTERIOR GLAZING	1,154,977.00		1,085,597.50	2,240,574.50	2,113,715.78	-	-	2,113,715.78	94.3%	126,858.72	211,371.58
24	08I	WINDOWS	740,395.00		(740,395.00)	-	-	-	-	-	#DIV/0!	-	-
25	13C	FABRIC AWNINGS	12,000.00			12,000.00	-	-	-	-	0.0%	12,000.00	-
26	INTERIORS					-	-	-	-	-	#DIV/0!	-	-
27	04A	MASONRY- INTERIOR CAST STONE	250,000.00		(168,530.00)	81,470.00	69,359.00	-	-	69,359.00	85.1%	11,481.00	6,935.90
28	05A	INTERIORS ORNAMENTAL METALS	250,000.00		(81,470.00)	168,530.00	-	-	-	-	0.0%	168,530.00	-
29	06A	ROUGH CARPENTRY	211,677.00		55,000.00	266,677.00	253,556.65	2,826.31	-	256,382.96	96.1%	10,294.04	25,638.30
30	08D	DOORS, FRAMES, AND HARDWARE	1,606,746.00		153,240.72	1,759,986.72	992,141.99	153,653.41	-	1,169,795.40	66.5%	590,191.40	116,979.55
31	08R	SPECIAL DOORS	359,997.00		(120,000.00)	239,997.00	153,837.00	-	-	153,837.00	64.1%	86,160.00	15,383.70
32	08K	SMOKE CONTAINMENT BARRIER	13,353.00		120,000.00	133,353.00	19,066.00	-	-	19,066.00	14.3%	114,287.00	1,906.60
33	09A	METAL STUD FRAMING & DRYWALL / ACCOUSTICAL CEILINGS	3,717,093.00		637,031.00	4,354,724.00	4,295,443.70	58,453.87	-	4,353,897.57	100.0%	(17.57)	435,389.65
34	10A	SPECIALTIES	609,681.00		(17,169.00)	592,512.00	294,322.00	28,017.63	-	322,339.63	54.4%	270,172.37	32,233.96
35	10C	OPERABLE PARTITIONS	83,437.00			83,437.00	76,869.53	-	-	76,869.53	92.1%	6,567.50	7,686.95
36	11A	EQUIPMENT (PARKING LIFTS)	481,755.00			481,755.00	400,602.20	-	-	400,602.20	83.2%	81,152.80	40,060.22
37	11B	KITCHEN EQUIPMENT	-	-	684,873.00	684,873.00	657,666.97	-	-	657,666.97	96.0%	27,206.03	65,766.70
38	13A	POOL	365,864.00		(54,064.00)	311,800.00	287,050.00	-	-	287,050.00	92.1%	24,750.00	28,705.00
39	14A	ELEVATORS	1,475,219.00		140,400.07	1,615,619.07	1,478,919.00	-	-	1,478,919.00	91.6%	136,700.07	147,891.90
40	14B	WHEEL CHAIR LIFT	15,000.00			15,000.00	-	-	-	-	0.0%	15,000.00	-
41						-				-			
42	MEP					-				-			
43	15M	HVAC & PLUMBING	8,018,142.00		589,200.00	8,607,342.00	8,573,077.22	-	-	8,573,077.22	99.6%	33,364.78	857,307.72
44	15D	FIRE PROTECTION	456,820.00			456,820.00	452,661.66	6,981.69	-	459,643.35	100.6%	(2,823.35)	45,964.32
45	16A	ELECTRICAL	3,953,792.00		491,599.65	4,445,391.65	4,440,845.62	3,289.34	-	4,444,134.96	100.0%	1,256.69	444,413.44
46	FINISHES					-				-			
47	06B	FINISH CARPENTRY & CUSTOM MILLWORK	2,108,485.00	-	450,879.00	2,559,364.00	2,190,668.00	70,282.00	20,697.00	2,279,915.00	89.1%	279,449.00	227,991.50
48	09B	FLOORING	397,147.00	-	(19,085.00)	378,062.00	82,201.00	113,270.00	-	195,471.00	51.7%	182,591.00	19,547.10
49	09D	PAINTING & WALLCOVER	613,214.00		261,419.00	681,233.00	776,978.00	56,631.00	-	833,609.00	94.6%	47,723.31	83,353.97
50	09E	STONE & HARD TILE	3,568,810.00	-	(212,695.03)	3,356,754.97	3,297,694.40	57,209.80	-	3,344,559.20	99.6%	11,195.77	334,455.92
51	OCO 1	RCO 1, RCO 4, RCO 5, RCO 6, RCO 8, RCO 10, RCO 12	-	274,953.15	(274,953.15)	-	-	-	-	-	#DIV/0!	-	-
52	OCO 2	RCO 3, RCO 7, RCO 11, RCO 15, RCO 32,	-	60,241.74	(60,241.74)	-	-	-	-	-	#DIV/0!	-	-
53	OCO 3	RCO 14, RCO 27R1, RCO 0R1, RCO 29R1	-	1,048,751.54	(1,048,751.54)	-	-	-	-	-	#DIV/0!	-	-
54	OCO 4	RCO 17R1, RCO 40	-	12,974.68	(12,974.68)	-	-	-	-	-	#DIV/0!	-	-
55	OCO 5	RCO 22, RCO 28, RCO 33, RCO 47, RCO 50, RCO53, RCO 66, RCO 69, RCO 77, RCO 81	-	62,161.71	(62,161.71)	-	-	-	-	-	#DIV/0!	-	-
56	OCO 6	RCO 35, RCO 36, RCO 39, RCO 45, RCO 48, RCO 51, RCO 52, RCO 83, RCO 87, RCO 91	-	309,310.84	(309,310.84)	-	-	-	-	-	#DIV/0!	-	-
57	OCO 7	RCO 18, RCO 23R1, RCO 25, RCO 26R3, RCO 31, RCO 38, RCO 55, RCO 58, RCO 61, RCO 62, RCO 64, RCO 67, RCO 70, RCO 72, RCO 73R1, RCO 78, RCO 90, RCO 91, RCO 92, RCO 93, RCO 94, RCO 96, RCO 97, RCO 98, RCO 99, RCO 101, RCO 114, RCO 116, RCO 117, RCO 119, RCO 120, RCO 121, RCO 124, RCO 128, RCO 133, RCO 139		1,178,513.75	(1,178,513.75)	-	-	-	-	-	-	#DIV/0!	-	-
58	OCO 8	RCO 064, RCO 104, RCO 107R3, RCO 111, RCO 113R1, RCO 125R1, RCO 127R1, RCO 135R1, RCO 137, RCO 138R3, RCO 142R2, RCO 145, RCO 147, RCO 149R2, RCO 150, RCO 153, RCO 155, RCO 157, RCO 165, RCO 170, RCO 173		1,196,937.97	(1,196,937.97)	-	-	-	-	-	-	#DIV/0!	-	-
59	OCO 9	RCO018, RCO 100R4, RCO 112, RCO 126, RCO 129, RCO 143, RCO 146R3, RCO 155, RCO 160R1, RCO 162, RCO 164, RCO 169R1, RCO 171 1, RCO 174, RCO 175R1, RCO 176, RCO 178, RCO 180, RCO 181, RCO 183, RCO 185, RCO 186, RCO 188, RCO 189R1, RCO 190, RCO 191, RCO 193, RCO 195, RCO 202, RCO 203R1, RCO 207, RCO 214, RCO 216, RCO 220		340,037.37	(65,000.00)	275,037.37	-	-	-	-	0	275,037.37	-
60	OCO 10	RCO 144, RCO 151R1, RCO 163, RCO 167, RCO 168, RCO 193, RCO 199R3, RCO 201R1, RCO 208 RCO 210, RCO 217, RCO 224, RCO 226, RCO 228 RCO 229, RCO 230R2, RCO 232, RCO 234		169,340.91	-	169,340.91	-	-	-	-	0	169,340.91	-
61	OCO 11	Construction Change Directives - April Draw		10,997.00	(10,997.00)	-							
		SUBTOTAL	55,649,938.00	4,707,660.64	23,419.49	60,381,421.00	54,737,473.50	853,599.05	20,697.00	55,617,769.55	92.1%	4,763,660.41	4,997,107.92

R - 15850

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CONTINUATION SHEET
APPLICATION AND CERTIFICATE FOR PAYMENT
containing Contractor's signed certificate, 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

CONTINUATION G703

PROJECT # 13026000
PROJECT THE HOTEL AT MARION SQUARE
CHARLESTON, SC
0 LIBRARY ASSOCIATES, LLC.

APPLICATION NUMBER 37
PERIOD FROM 04/01/2018
PERIOD TO 04/30/2018

A	B	C				D	E	F	G	H	I	J
		COMMITMENT VALUES				WORK COMPLETED			TOTAL			
LINE	WORK DESCRIPTION	ORIGINAL AMOUNT	CHANGE ORDERS	BUDGET TRANSFERS	CURRENT AMOUNT	FROM PREVIOUS APPLICATION	THIS PERIOD	STORED MATERIALS	COMPLETE AND STORED TO DATE (D + E)	% COMPLETE (G/C)	BALANCE TO FINISH (C - G)	RETAINAGE
		-1-	-2-		-3-							
60	CONSTRUCTION CONTINGENCY (2.25%)	1,059,689.00	-	(14,432.40)	1,045,256.60	-	743,949.55	-	743,949.55	71.17%	301,306.05	-
61	SPECIALTY SPACE SUPERVISION - NBM	100,000.00	-	-	100,000.00	-	-	-	-	0.0%	100,000.00	-
62	GENERAL LIABILITY INSURANCE (1%)	595,280.00	51,456.74	-	646,736.74	644,635.62	-	-	644,635.62	99.7%	2,100.74	-
63	SUBGUARD (1.25%)	670,150.00	64,017.95	-	734,177.95	731,703.93	-	-	731,703.93	99.7%	2,474.02	-
	SUBTOTAL	58,076,066.00	4,822,855.35	10,987.00	62,899,891.35	56,113,613.61	1,403,436.60	20,987.00	57,538,047.21	91.5%	5,360,844.14	4,947,102.92
64	FEE (2.5%)	1,451,902.00	128,953.32		1,580,855.32	1,413,851.41	40,805.84		1,454,457.25	92.0%	126,398.07	142,445.75
	TOTAL CONSTRUCTION COST	59,527,968.00	4,951,458.67	10,987.00	64,479,426.67	57,527,465.02	1,444,242.44	20,987.00	59,192,504.46	91.8%	5,286,922.21	5,132,548.64
65	PRECONSTRUCTION FEE	66,779.00			66,779.00	-	-		66,779.00	100.0%	-	-
	TOTAL COST WITH PRECON	59,594,747.00	4,951,458.67	10,987.00	64,546,205.67	57,527,465.02	1,444,242.44	20,987.00	59,259,283.46	91.8%	5,286,922.21	5,132,548.64
66	BUYOUT REDUCTION CONTRIBUTION	(250,000.00)			(250,000.00)				-	0.0%	(250,000.00)	-
	GRAND TOTAL	59,344,747.00	4,951,458.67	10,987.00	64,296,205.67	57,527,465.02	1,444,242.44	20,987.00	59,259,283.46	92.2%	5,036,922.21	5,132,548.64

R - 15851

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Balfour Beatty
Construction

Request for Payment

Pay Request #: 22
Work Performed Through: 04/30/18

Subcontractor's Name: Palmetto Automatic Sprinkler Company, Inc.
Subcontractor's Address: 1862 Old Dunbar Rd.
West Columbia, SC 29172

Phone Number: 803-794-1602
Fax Number:

Project Name: Hotel at Marion Square Job No.: 13026400 Date: 04/19/18
Owner: Library Associates, LLC

Description of Work:	Fire Protection	
Original Contract Amount	$464,920.00	
Change Order Total Through CO # 1	$3,231.68	
Total Revised Contract	$468,151.68	
Previous Work Performed to Date(SSR)	$454,004.55	
Value of Materials Stored On Site	$0.00	
Value of Materials Stored Off Site	$0.00	
Current Month Gross	$9,081.68	
New Work Performed to Date	$463,086.23	
Less 10 % Retainage	$46,308.62	
Amount Earned to Date	$416,777.61	
Less Previous Net Billings	~~$408,027.78~~	408,604.09
Less Adjustments/Joint Checks	$0.00	
Less Pending Back Charges	$0.00	
Total Amount this Requisition	~~$8,749.83~~	8,173.52

Subcontract [X] Purchase Order [ ]
Other Contract Type:
Unit Price [ ] / Bonded [-] Lump Sum [X] / Unbonded [X]
Subguard [ ] Alternate Plan [ ]

Contract Increased 20%?	Y [ ]	N [X]
If yes, bond rider received	Y [ ]	N [ ]
EEO Reports Current	Y [ ]	N [ ]
Certified Payrolls Current	Y [ ]	N [ ]
Insurance Status	Finated	
Insurance Expiration Date	10/01/18	
Release Attached	Y [ ]	N [ ]
Tier/Supplier Release If Required	Y [ ]	N [ ]
Reducing Retention	Y [ ]	N [ ]
If reducing retainage, reducing	From [ ]	To [X]
Consent of Surety for retention reduction if bonded	Y [ ]	N [ ]
New materials stored off site If yes, attach stored materials checklist	Y [ ]	N [X]
Final Payment If yes, see attached checklist	Y [ ]	N [X]

Owner Billing Number: 12
Owner Payment Rec'd Date:
Payment Terms: Pay When Paid
Pay Select #:

For Balfour Beatty Use Only:

CO #	Vendor #	Job #	Contract No.
60540	1348477	13026400	525443

Date	Invoice #	Description
04/30/18	13026400 - 22	13026400 . PE# 22 . 18.04

Gross Amount	Retainage Amt	Net Amount
$9,081.68	$454.00	$8,749.83

Trade Account?	Tax Code	Pay Item & Cost Code	Accrue Tax?
NO		400.51550000.40	NO

Hold Codes: 02- OWNER FUNDING
PM APP
Lower Tier Waivers

Approvals:
PM / Date
CA 04/19/18
PA / Date
APA / Date

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF TWO PAGES

TO PRINCIPAL: PROJECT:

Re: Beach Preparation Beach at Martin Figure

19 Summer Rd Charleston, SC 29260

FROM SUBCONTRACTOR: VIA ARCHITECT:

Palmetto Automatic Sprinkler Co, Inc

[illegible]

[illegible], SC 29[illegible]

CONTRACT FOR: BEACH RENOURISHMENT

APPLICATION NO: 22

PERIOD TO: 4/30/18

PROJECT NOS: 13026000
615008

CONTRACT DATE: 3/11/15

Distribution to:
- ☐ OWNER
- ☐ ARCHITECT
- ☐ CONTRACTOR
- ☐ SUBCONTRACTOR
- ☐

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM		$ 464,920.00
2. Net change by Change Orders		$ 3,231.88
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 468,151.88
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 403,086.23
DATE (Column G on G703)		
5. RETAINAGE:		
a. ___ % of Completed Work (Column D + E on G703)	$ 46,308.62	
b. ___ % of Stored Material (Column F on G703)	$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 46,308.62
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)		$ 416,777.61
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 408,604.09
8. CURRENT PAYMENT DUE		$ 8,173.52
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		$ 51,374.27

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Subcontractor'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 Contractor, and that current payment shown herein is now due.

SUBCONTRACTOR: Palmetto Automatic Sprinkler Company, Inc

By: _____ Date: 4/[illegible]/18

State of: South Carolina County of: Lexington

Subscribed and sworn to before me this 16 day of April 2018

Notary Public: [illegible]

My Commission expires: 12/3/24

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Contractor certifies to the Owner that to the best of the Contractor'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 Subcontractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... $ _____

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

CONTRACTOR:

By: _____ Date: _____

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

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CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION 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.

Hotel at Marion Square

APPLICATION NO: 21
APPLICATION DATE: 4/18/18
PERIOD TO: 4/30/18
13026000
615008

A ITEM NO	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	E WORK COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	G % (G ÷ C)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
1	Design	$32,545.00	$32,545.00			$32,545.00	100.00%		$3,254.50
2	Mobilization	$13,950.00	$13,950.00			$13,950.00	100.00%		$1,395.00
3	Site Work	$2,500.00	$2,500.00			$2,500.00	100.00%		$250.00
4	Fire Pit	$55,270.00	$52,505.12	$2,764.88		$55,270.00	100.00%		$5,527.00
5	Standpipes	$33,960.00	$32,262.00	$1,698.00		$33,960.00	100.00%		$3,396.00
6	Parking Floor Material	$21,792.00	$21,792.00			$21,792.00	100.00%		$2,179.20
7	Parking Framing	$12,807.00	$12,166.35			$12,166.35	95.00%	$640.65	$1,216.64
8	Parking Floor Test & Trim	$850.00		$425.00		$425.00	50.00%	$425.00	$42.50
9	1st Floor Material	$30,509.00	$30,509.00			$30,509.00	100.00%		$3,050.90
10	1st Floor Framing	$18,673.00	$18,673.00			$18,673.00	100.00%		$1,867.30
11	1st Floor Test & Trim	$1,050.00		$525.00		$525.00	50.00%	$525.00	$52.50
12	2nd Floor Material	$37,244.00	$37,244.00			$37,244.00	100.00%		$3,724.40
13	2nd Floor Framing	$23,468.00	$23,468.00			$23,468.00	100.00%		$2,346.80
14	2nd Floor Test & Trim	$1,200.00		$600.00		$600.00	50.00%	$600.00	$60.00
15	3rd Floor Material	$18,809.00	$18,809.00			$18,809.00	100.00%		$1,880.90
16	3rd Floor Framing	$12,653.00	$12,653.00			$12,653.00	100.00%		$1,265.30
17	3rd Floor Test & Trim	$1,000.00		$500.00		$500.00	50.00%	$500.00	$50.00
18	4th Floor Material	$18,809.00	$18,809.00			$18,809.00	100.00%		$1,880.90
19	4th Floor Framing	$12,653.00	$12,653.00			$12,653.00	100.00%		$1,265.30
20	4th Floor Test & Trim	$1,000.00		$500.00		$500.00	50.00%	$500.00	$50.00
21	5th Floor Material	$18,918.00	$18,918.00			$18,918.00	100.00%		$1,891.80
22	5th Floor Framing	$12,726.00	$12,726.00			$12,726.00	100.00%		$1,272.60
23	5th Floor Test & Trim	$1,000.00		$500.00		$500.00	50.00%	$500.00	$50.00
24	6th Floor Material	$13,091.00	$13,091.00			$13,091.00	100.00%		$1,309.10
25	6th Floor Framing	$8,987.00	$8,987.00			$8,987.00	100.00%		$898.70
26	6th Floor Test & Trim	$750.00		$375.00		$375.00	50.00%	$375.00	$37.50
27	7th Floor Material	$12,764.00	$12,764.00			$12,764.00	100.00%		$1,276.40
28	7th Floor Framing	$8,768.00	$8,768.00			$8,768.00	100.00%		$876.80

R - 15854

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CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION 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 NO: 21
APPLICATION DATE: 4/18/18
PERIOD TO: 4/30/18
13026000
615008

Hotel at Marion Square

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	E WORK COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	G % (G ÷ C)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
29	7th Floor Test & Trim	$750.00		$375.00		$375.00	50.00%	$375.00	$37.50
30	8th Floor Framing	$13,309.00	$13,309.00			$13,309.00	100.00%		$1,330.90
31	8th Floor Labor	$9,133.00	$9,133.00			$9,133.00	100.00%		$913.30
32	8th Floor Test & Trim	$750.00		$375.00		$375.00	50.00%	$375.00	$37.50
33	Roof Terrace Materials	$7,764.00	$7,764.00			$7,764.00	100.00%		$776.40
34	Roof Terrace Labor	$4,968.00	$4,968.00			$4,968.00	100.00%		$496.80
35	Roof Terrace Test & Trim	$500.00		$250.00		$250.00	50.00%	$250.00	$25.00
36	Change Order #1	($1,956.12)	($1,956.12)			($1,956.12)	100.00%		($195.61)
37	Change Order #2	$1,312.00	$1,312.00			$1,312.00	100.00%		$131.20
38	Change Order #3	$3,876.00	$3,682.20	$193.80		$3,876.00	100.00%		$387.60
	GRAND TOTALS	$468,151.88	$454,004.55	$9,081.68		$463,086.23	98.92%	$5,065.65	$46,308.62

ELECTRONICALLY FILED - 2023 May 16 9:41 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Subcontractor's and Other Lower Tier's Conditional Partial Waiver and Release of Lien
(Upon Progress Payment)

KNOW ALL MEN BY THESE PRESENTS:

That Palmetto Automatic Sprinkler Company, Inc (the "Lienor") for and in consideration of the payment of the sum of $ 8173.50 and other good and valuable consideration paid by Balfour Beatty Construction, LLC (the "Contractor") or Library Associates, LLC ("Owner"), receipt of which is hereby acknowledged, hereby releases, waives and quit claims to Contractor, the Owner, and their respective successors and assigns, all liens, lien rights, claims or demands of any kind whatsoever, which Lienor now has or might have against Contractor and/or Owner and/or the buildings and improvements on the premises legally described as: See Exhibit "A" attached hereto (the "Property") on account of labor and services performed and/or material furnished for the construction of any improvements thereon; except for retention, and open change order requests, claims or disputes identified as follows:

That the undersigned has the right and authority to execute this Conditional Partial Waiver and Release of Lien on behalf of the Lienor. That this is a waiver of all lien rights and other claims which Lienor has against the Property, the Contractor, and the Owner for all labor, material and services performed thereon, including all extras and change orders, that all laborers retained or employed by the Lienor for construction of improvements on the Property, all suppliers and sub-contractors of Lienor who have furnished labor, material and services for the undersigned for the construction of improvements on the Property, and all labor, services and materials used by the undersigned in the construction of said improvements, have been paid in full for work performed or materials supplied, up to and including the 30 day of April, 2018 excluding the items identified hereinabove, if any.

THE UNDERSIGNED ACKNOWLEDGES THAT THE CONTRACTOR AND OWNER AND OTHER PARTIES HAVE A RIGHT TO RELY UPON THIS WAIVER AND RELEASE AND THAT MAKING ANY FALSE STATEMENTS SHALL CONSTITUTE PERJURY AND PUNISHMENT CAN BE MADE IN ACCORDANCE WITH THE LAWS OF THE STATE OF SOUTH CAROLINA.

IN WITNESS THEREOF, I have hereunto set my hand seal this 16 day of April, 2018

Signed, sealed and delivered
in the presence of:

Rachel Pirkala
Signature
Rachel Pirkala
Print Name

Palmetto Automatic Sprinkler Company, inc
a _____ corporation

Signature
Stephen Keene, Controller
Print Name & Title

STATE OF South Carolina

COUNTY OF Lexington

The foregoing instrument was acknowledged before me this 16 day of April, 2018 by Stephen Keene, Controller of PASIC, a _____ corporation on, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

Notary Public, State of South Carolina

My Commission Expires: 12/3/24

R - 15856

TIER RELEASE SCHEDULE

	Crest at Harbor Square
	130368000
	[illegible]
	PALMETTO AUTOMATIC SPRINKLER COMPANY, INC
Application for Pay Req #:	22
	4/30/2010

A	B	C	D	E	F		G	H	I	J		K
[illegible]	Indicate if tier is based in county of Project	Notice to Owner Filed? (NTO) (Yes/No)	Date NTO Filed:	Bonded Sub? (Yes/No)	Has tier billed for work to date? select: (Yes/No)		Cumulative dollar amount tier billed for work/materials to date:	Tier's most recent invoice is dated through:	Tier's most recent release is dated through: (as noted on releases)	Tier's most recent release is PARTIAL or FINAL? Select One		Comments:
[illegible]	Yes - FIT	NO	N/A		YES	NO	$12,123.00	4/27/2010	3/31/2010	PARTIAL	FINAL	thru March 2010
[illegible]	no	no			YES	NO	3501.00	5/1/18		PARTIAL	FINAL	
[illegible]					YES	NO	3068.97	12/31/17		PARTIAL	FINAL	
[illegible]					YES	NO	3210.00	11/30/16		PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	

R - 15857

ELECTRONICALLY FILED - 2023 May 16 9:41 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Client#: 233116 17PALMEAUT

ACORD. CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/27/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
BB&T - Boyle Vaughan Insurance
2000 Center Point Rd, Ste 2400
P. O. Box 8628, 29202
Columbia, SC 29210

CONTACT NAME: Brett Royer
PHONE (A/C, No, Ext): 803 748-0100 FAX (A/C, No): 877 467-7214
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Amerisure Insurance Company	19488
INSURER B: Scottsdale Insurance Company	41297
INSURER C: Endurance American Specialty In	41718
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Palmetto Automatic Sprinkler Co., Inc.
PO Box 2927
Cayce, SC 29171

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER POLICY [X] PRO-JECT [ ] LOC OTHER:			CPP2102583	10/01/2017	10/01/2018	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
							PRODUCTS - COMP/OP AGG	$2,000,000
								$
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS [ ] SCHEDULED AUTOS X HIRED AUTOS [X] NON-OWNED AUTOS			CA2102584	10/01/2017	10/01/2018	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED RETENTION $			XLS0103310	10/01/2017	10/01/2018	EACH OCCURRENCE	$5,000,000
							AGGREGATE	$5,000,000
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC2102582	10/01/2017	10/01/2018	X PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
C	Excess Umbrella Liability			ELD300001692	10/01/2017	10/01/2018	$5,000,000 per Occur Aggr-Over Primary/ Umbrella Limit	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
REFERENCE: Job Number: 615008; Project: Hotel at Marion Square

CERTIFICATE HOLDER
Balfour Beatty Construction, LLC
3100 McKinnon Street 10th Floor
Dallas, TX 75201

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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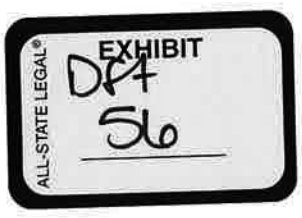
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DEFENDANT LIBRARY ASSOCIATES, LLC'S

TRIAL EXHIBIT #56

ELECTRONICALLY FILED - 2023 May 16 9:41 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

TAB 8



ELECTRONICALLY FILED - 2023 May 16 9:41 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

OWNER	**LIBRARY ASSOCIATES, LLC.** 17 Lockwood Drive, Suite 400 Charleston, SC 29401	PROJECT	**THE HOTEL AT MARION SQUARE** 404 KING STREET CHARLESTON, SC 29403	APPLICATION PERIOD FROM PERIOD TO	38 05/01/2018 05/31/2018
CONTRACTOR ADDRESS	**Balfour Beatty Construction, LLC** 1930 Camden Rd Charlotte, NC 28203	ARCHITECT ADDRESS PHONE #	**WINFORD LINDSAY ARCHITECT** 344 West Pike Street Lawrenceville, GA 30046 770-407-5796	VENDOR #: ARCHITECT'S PROJECT NO	
CONTRACT	**THE HOTEL AT MARION SQUARE** (Project #13026000)				

DISTRIBUTION TO:

- [X] OWNER
- [X] CONTRACTOR
- [X] ARCHITECT
- [ ] ENGINEERS

CONTRACT DATE	**2/18/2015**
NTP DATE	**3/19/2015**
CONTRACT COMPL DATE	**8/19/2017**

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner			
TOTAL		$ 4,951,458.67	
Approved this Month			
No.	Date Approved		
12		$ 98,814.97	
13		$ 35,981.70	
TOTALS		$ 134,796.67	$ -
Net change by Change Orders		$	5,086,255.34

The undersigned Contractor certifies that to the best of the Contractor's knowledge information and belief the Work covered by this Appliction 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: **Balfour Beatty Construction, LLC.**

By: _____ Date: 5/31/18

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

1. **ORIGINAL CONTRACT SUM**			$ 59,344,747.00
2. **Net change by Change Orders**			$ 5,086,255.34
3. **CONTRACT SUM TO DATE** (Line 1 + 2)			$ 64,431,002.34
4. **TOTAL COMPLETED & STORED TO DATE** (Column G on G703)			$ 60,289,231.47
5. **RETAINAGE:**			
a.	Completed Work	$ 5,229,756.73	
b.	Stored Materials	$ 5,036.17	
Total Retainage (Line 5a + 5b or Total in Column J of G703)		5,265,023.81	~~$ 5,234,792.90~~
6. **TOTAL EARNED LESS RETAINAGE** (Line 4 less Line 5 Total)		55,024,207.66	~~$ 55,054,438.57~~
7. **LESS PREVIOUS CERTIFICATES FOR PAYMENT** (Line 6 from prior Certificate)		54,096,503.80	~~$ 54,126,734.72~~
8. **CURRENT PAYMENT DUE**		927,703.86	~~$ 927,703.85~~
9. **BALANCE TO FINISH, PLUS RETAINAGE** (Line 3 less Line 6)		9,406,794.68	~~$ 9,376,563.77~~

State of: South Carolina County of: Charleston

Subscribed and sworn to before me this 31st day of May 2018

Notary Public: Nicholas Wegener

My commission expires: 07/22/2026

NICHOLAS WEGENER NOTARY PUBLIC SOUTH CAROLINA 07/22/2026

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 their 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 $ 927,703.86

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

ARCHITECT: WINFORD LINDSAY ARCHITECT

By: _____ Date: 6/13/18

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.

G702-1983

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CONTINUATION SHEET
APPLICATION AND CERTIFICATE FOR PAYMENT
containing Contractor's signed certificate, 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.

PROJECT #: 73625000
PROJECT: THE HOTEL AT MARION SQUARE
CHARLESTON, SC
0 LIBRARY ASSOCIATES, LLC.

CONTINUATION G703

APPLICATION NUMBER: 38
PERIOD FROM: 05/01/2018
PERIOD TO: 05/31/2018

A	B		C				D	E	F	G	H	I	J
			COMMITMENT VALUES				WORK COMPLETED			TOTAL			
LINE	WORK DESCRIPTION		ORIGINAL AMOUNT	CHANGE ORDERS	BUDGET TRANSFERS	CURRENT AMOUNT	FROM PREVIOUS APPLICATION	THIS PERIOD	STORED MATERIALS	COMPLETE AND STORED TO DATE	% COMPLETE	BALANCE TO FINISH	RETAINAGE
			-1-	-2-		-3-				(D + E)	(G/C3)	(C3 -G)	
1	G/C'S	GENERAL CONDITIONALS (28 months)	3,216,855.00		8,120.00	3,224,975.00	3,218,708.00	6,267.00	-	3,224,975.00	100.0%	-	322,497.50
2						-	-	-	-	-	-	-	-
3		SUBCONTRACTS / COST OF WORK				-	-	-	-	-	-	-	-
4	GENERAL					-	-	-	-	-	-	-	-
5	00A	STAGING AND LOGISTICS	821,074.00			821,074.00	813,951.16	2,272.99	-	816,224.16	99.4%	4,849.84	81,622.42
6	01A	GENERAL TRADES	875,833.00			875,833.00	353,005.79	550.00	-	353,555.79	40.4%	522,277.21	35,355.58
7	SITE					-	-	-	-	-	-	-	-
8	02A	SITEWORK	1,632,494.00		(16,768.05)	1,615,727.95	1,423,873.30	19,870.13	-	1,443,743.43	89.4%	171,984.52	122,593.14
9	02J	HARDSCAPE, LANDSCAPE & IRRIGATION	317,316.00			317,316.00	250,997.00	28,260.00		279,257.00	88.0%	38,059.00	27,925.70
10	02K	SITE DEMOLTION ALLOWANCE	80,000.00			80,000.00	57,509.27	-	-	57,509.27	71.9%	22,490.73	5,750.93
11	STRUCTURE					-	-	-	-	-	-	-	-
12	02L	DEEP FOUNDATIONS	2,228,614.00		(100,000.00)	2,128,614.00	1,778,278.00	-	-	1,778,278.00	83.5%	350,336.00	-
13	03A	CAST-IN-PLACE CONCRETE	7,337,855.00		163,387.93	7,501,282.93	7,501,282.93	-	-	7,501,282.93	100.0%	-	375,064.15
14	04A	MASONRY- CMU & CAST STONE	2,378,350.00		172,639.23	2,550,989.23	2,547,325.67	-	-	2,547,325.67	99.9%	3,663.56	254,732.57
15	05A	MISC. METALS	2,474,750.00		22,097.00	2,496,847.00	1,804,882.11	-		1,804,882.11	72.3%	691,964.89	180,488.21
16	SHELL					-	-	-	-	-	-	-	-
17	07A	ROOFING	865,668.00		234,206.00	1,099,904.00	870,609.58	201,136.00	-	1,071,744.58	98.3%	18,159.42	107,174.46
18	07B	WATERPROOFING/ CAULKING	742,900.00		50,469.40	793,369.40	778,447.71	-	-	778,447.71	98.1%	14,891.69	77,844.77
19	07E	STUCCO	913,038.00		442,246.36	1,355,284.36	1,332,736.03	-	-	1,332,736.03	98.3%	22,548.33	133,273.60
20	007F	FIREPROOFING	7,580.00			7,580.00	-	-	-	-	0.0%	7,580.00	-
21	07X	FIRESTOPPING	20,000.00		(20,000.00)	-	-	-	-	-	#DIV/0!	-	-
22	08F	GLASS (Hopes Jamestown Painted Steel Storefront)	1,283,697.00			1,283,697.00	1,193,423.58	-	-	1,193,425.08	93.0%	90,171.92	119,342.51
23	08H	INTERIOR GLAZING	1,154,577.00		1,091,666.50	2,246,243.50	2,113,715.78	6,069.00	-	2,119,784.78	94.4%	126,458.72	211,978.48
24	08I	WINDOWS	740,395.00		(740,395.00)	-	-	-	-	-	#DIV/0!	-	-
25	13C	FABRIC AWNINGS	12,000.00			12,000.00	-	-	-	-	0.0%	12,000.00	-
26	INTERIORS					-	-	-	-	-	#DIV/0!	-	-
27	04A	MASONRY- INTERIOR CAST STONE	250,000.00		(168,530.00)	81,470.00	69,989.00	1,710.00		71,699.00	88.0%	9,771.00	7,169.90
28	05A	INTERIORS ORNAMENTAL METALS	230,000.00		(81,470.00)	148,530.00	-	-	-	-	0.0%	148,530.00	-
29	06A	ROUGH CARPENTRY	211,577.00		55,000.00	266,577.00	256,384.96	4,262.16	-	260,647.12	97.7%	5,929.88	26,064.71
30	08D	DOORS, FRAMES, AND HARDWARE	1,608,746.00		163,240.72	1,759,986.72	1,169,965.32	34,089.29	-	1,204,050.61	68.4%	555,936.11	120,405.06
31	08R	SPECIAL DOORS	359,997.00		(120,000.00)	239,997.00	153,837.00	-	-	153,837.00	64.1%	86,160.00	15,383.70
32	08X	SMOKE CONTAINMENT BARRIER	13,353.00		120,000.00	133,353.00	19,966.00	-	-	19,966.00	15.0%	113,387.00	1,996.60
33	09A	METAL STUD FRAMING & DRYWALL / ACCOUSTICAL CEILINGS	3,717,093.00		708,619.37	4,425,712.37	4,354,696.57	54,236.99	-	4,408,135.56	99.6%	16,576.81	440,913.58
34	10A	SPECIALTIES	606,661.00		(17,169.00)	589,512.00	332,339.00	-	-	332,339.00	56.4%	257,173.00	33,233.90
35	10C	OPERABLE PARTITIONS	83,437.00			83,437.00	76,869.50	-	-	76,869.50	92.1%	6,567.50	7,686.95
36	11A	EQUIPMENT (PARKING LIFTS)	481,755.00			481,755.00	400,602.20	-	-	400,602.20	83.2%	81,152.80	40,060.22
37	11B	KITCHEN EQUIPMENT	-	-	984,873.00	984,873.00	857,656.97	117,296.84	-	974,953.81	99.0%	9,919.19	97,495.38
38	13A	POOL	365,884.00		(54,064.00)	311,820.00	287,560.00	-	-	287,560.00	92.2%	24,240.00	28,756.00
39	14A	ELEVATORS	1,475,219.00		140,400.07	1,615,619.07	1,476,919.00	-	-	1,476,919.00	91.4%	138,700.07	147,691.90
40	14B	WHEEL CHAIR LIFT	15,000.00			15,000.00	-	-	-	-	0.0%	15,000.00	-
41									-				
42	MEP					-			-	-			
43	15B	HVAC & PLUMBING	8,018,142.00		589,200.00	8,607,342.00	8,573,977.22	153,241.92	-	8,727,219.14	101.4%	(119,877.14)	872,721.91
44	15D	FIRE PROTECTION	466,920.00			466,920.00	451,066.23	2,853.15	-	453,939.38	99.4%	2,980.62	46,393.94
45	16A	ELECTRICAL	3,993,792.00		550,939.95	4,514,731.95	4,449,144.36	-	-	4,446,144.36	98.5%	68,587.60	444,614.44
46	FINISHES								-	-			
47	06B	FINISH CARPENTRY & CUSTOM MILLWORK	2,105,466.00	-	456,537.00	2,562,022.00	2,276,915.00	181,458.00	17,692.00	2,476,285.00	96.7%	85,757.00	247,626.50
48	09B	FLOORING	397,147.00	-	(19,085.00)	378,062.00	195,471.00	21,414.50	32,469.67	249,355.17	66.0%	128,706.83	24,835.52
49	09D	PAINTING & WALLCOVER	619,614.00		301,416.90	921,203.60	833,509.69	74,189.92	-	907,699.61	98.5%	13,534.99	90,769.86
50	09E	STONE & HARD TILE	3,568,850.00	-	(162,095.03)	3,406,754.97	3,344,955.20	27,999.25	-	3,372,954.45	99.0%	33,800.52	337,295.45
51	OCO 1	RCO 1, RCO 4, RCO 5, RCO 6, RCO 8, RCO 10, RCO 12	-	274,953.15	(274,953.15)	-	-	-	-	-	#DIV/0!	-	-
52	OCO 2	RCO 3, RCO 7, RCO 11, RCO 15, RCO 32,	-	80,241.74	(80,241.74)	-	-	-	-	-	#DIV/0!	-	-
53	OCO 3	RCO 14, RCO 27R1, RCO 9R1, RCO 20R1	-	1,048,791.54	(1,048,791.54)	-	-	-	-	-	#DIV/0!	-	-
54	OCO 4	RCO 17R1, RCO 40	-	12,874.68	(12,874.68)	-	-	-	-	-	#DIV/0!	-	-
55	OCO 5	RCO 22, RCO 28, RCO 33, RCO 47, RCO 50, RCO53, RCO 66, RCO 68, RCO 77, RCO 81		65,161.71	(65,161.71)	-	-	-	-	-	#DIV/0!	-	-
56	OCO 6	RCO 35, RCO 36, RCO 39, RCO 45, RCO 48, RCO 51, RCO 52, RCO 85, RCO 87, RCO 95		369,310.84	(369,310.84)	-	-	-	-	-	#DIV/0!	-	-
57	OCO 7	RCO 19, RCO 23R1, RCO 25, RCO 26R3, RCO 31, RCO 38, RCO 55, RCO 58, RCO 61, RCO 62, RCO 64, RCO 67, RCO 70, RCO 72, RCO 73R1, RCO 78, RCO 90, RCO 91, RCO 92, RCO 93, RCO 94, RCO 96, RCO 97, RCO 99, RCO 99, RCO 101, RCO 114, RCO 118, RCO 117, RCO 119, RCO 120, RCO 121, RCO 124, RCO 128, RCO 133, RCO 139		1,178,613.75	(1,178,613.75)	-	-	-	-	-	#DIV/0!	-	-
58	OCO 8	RCO 084, RCO 104, RCO 107R4, RCO 111, RCO 113R1, RCO 125R1, RCO 127R1, RCO 135R1, RCO 137, RCO 138R3, RCO 142R2, RCO 145, RCO 147, RCO 149R2, RCO 150, RCO 153, RCO 155, RCO 157, RCO 165, RCO 170, RCO 173		1,158,837.97	(1,158,837.97)	-	-	-	-	-	#DIV/0!	-	-
59	OCO 9	RCO018, RCO 100R4, RCO 112, RCO 126, RCO 129, RCO 143, RCO 146R3, RCO 158, RCO 160R1, RCO 162, RCO 164, RCO 169R1, RCO 171.1, RCO 174, RCO 175R1, RCO 176, RCO 179, RCO 180, RCO 181, RCO 183, RCO 185, RCO 186, RCO 188, RCO 189R1, RCO 190, RCO 191, RCO 195, RCO 196, RCO 202, RCO 203R1, RCO 207, RCO 214, RCO 216, RCO 220		340,037.37	(340,037.37)	-	-	-	-	-	#DIV/0!	-	-
60	OCO 10	RCO 144, RCO 151R1, RCO 163, RCO 167, RCO 168, RCO 193, RCO 199R3, RCO 201R1, RCO 208, RCO 210, RCO 217, RCO 224, RCO 226, RCO 228, RCO 229, RCO 230R2, RCO 232, RCO 234		169,340.81	(159,340.81)	10,000.00	-	-	-	-	0	10,000.00	
61	OCO 11	Construction Change Directives - April Draw		10,987.00	(10,987.00)	-	-	-	-	-		-	
62	OCO 12	RCO 140, RCO 204R1, RCO 231, RCO 236		94,035.32		94,035.32	-	-	-	-		94,035.32	
63	OCO 13	Construction Change Directives - May Draw		33,945.00	(33,945.00)	-	-	-	-	-		-	
		SUBTOTAL	55,649,938.00	4,835,030.98	1	60,499,491.38	55,627,760.85	937,204.13	50,361.67	56,615,326.45	93.6%	3,884.07	966,859.50

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CONTINUATION SHEET

AIA DOCUMENT G703 - APPLICATION AND CERTIFICATE FOR PAYMENT

containing Contractor's signed certificate, 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.

CONTINUATION G703

PROJECT #2016
PROJECT THE HOTEL AT MARION SQUARE
CHARLESTON, SC
0 LIBRARY ASSOCIATES, LLC.

APPLICATION NUMBER 38
PERIOD FROM 05/01/2018
PERIOD TO 05/31/2018

A	B	C				D	E	F	G	H	I	J
		COMMITMENT VALUES				WORK COMPLETED			TOTAL			
LINE	WORK DESCRIPTION	ORIGINAL AMOUNT	CHANGE ORDERS	BUDGET TRANSFERS	CURRENT AMOUNT	FROM PREVIOUS APPLICATION	THIS PERIOD	STORED MATERIALS	COMPLETE AND STORED TO DATE (D + E)	% COMPLETE (G/C3)	BALANCE TO FINISH (C3 -G)	RETAINAGE
		-1-	-2-		-3-							
60	CONSTRUCTION CONTINGENCY (2.25%)	1,000,658.00	-	(14,402.40)	1,046,255.60	743,946.55		-	743,946.55	71.1%	302,309.05	30,230.91
61	SPECIALTY SPACE SUPERVISION - NBM	100,000.00	-	-	100,000.00	-	-	-	-	0.0%	100,000.00	-
62	GENERAL LIABILITY INSURANCE (1%)	595,280.00	52,787.74	-	648,067.74	644,635.98	3,431.76	-	648,067.74	100.0%	-	-
63	SUBGUARD (1.25%)	670,160.00	65,617.70	-	735,777.70	731,703.93	4,073.77	-	735,777.70	100.0%	-	5,117,090.41
	SUBTOTAL	58,076,068.00	4,953,438.42	(0.00)	63,029,502.42	57,748,047.11	944,709.66	50,351.67	58,743,118.44	93.2%	4,286,383.98	~~5,055,859.50~~
64	FEE (2.6%)	1,451,992.00	132,518.92		1,584,720.92	1,454,457.25	24,876.78		1,479,334.03	93.3%	105,386.89	147,933.40
	TOTAL CONSTRUCTION COST	59,527,965.00	5,086,255.34	(0.00)	64,614,223.34	59,202,504.36	969,586.44	50,351.67	60,222,452.47	93.2%	4,391,770.87	~~5,203,792.90~~
65	PRECONSTRUCTION FEE	66,779.00			66,779.00	66,779.00	-		66,779.00	100.0%	-	-
	TOTAL COST WITH PRECON	59,594,747.00	5,086,255.34	(0.00)	64,681,002.34	59,269,283.36	969,586.44	50,351.67	60,289,231.47	93.2%	4,391,770.87	~~5,203,792.90~~
66	BUYOUT REDUCTION CONTRIBUTION	(250,000.00)			(250,000.00)				-	0.0%	(250,000.00)	-
	GRAND TOTAL	59,344,747.00	5,086,255.34	(0.00)	64,431,002.34	59,269,283.36	969,586.44	50,351.67	60,289,231.47	93.6%	4,141,770.87	~~4,953,792.90~~

5,265,023.81

R - 15863

15D

Balfour Beatty
Construction

Request for Payment

Pay Request # PE23
Work Performed Through: 05/30/18

Contractor's Name: Palmetto Automatic Sprinkler Company, Inc.
Subcontractor's Address: 1862 Old Dunbar Rd,
West Columbia, SC 29172

Phone Number: 803-794-1602
Fax Number:

Project Name: Hotel at Marion Square Job No.: 13026400 Date: 05/18/18
Owner: Library Associates, LLC

Description of Work:	Fire Protection	
Original Contract Amount	$464,920.00	
Change Order Total (Through C/O #: 1)	$3,231.88	
Total Revised Contract	$468,151.88	
Previous Work Performed to Date(SSR)	$463,086.23	
Value of Materials Stored On Site	$0.00	
Value of Materials Stored Off Site	$0.00	
Current Month Gross	$2,853.15	
New Work Performed to Date	$465,939.38	
Less 10 % Retainage	$46,593.94	
Amt Earned to Date	$419,345.44	
Less Previous Net Billings	$416,777.61	
Less Adjustments/Joint Checks	$0.00	
Less Pending Back Charges	$0.00	
Total Amount this Requisition	$2,567.83	

Subcontract [X] Purchase Order [ ]
Other-Contract Type

Unit Price [ ] Lump Sum [X]
Bonded [ ] Unbonded [X]

Subguard [ ] Alternate Plan [ ]

Contract Increased 20%?	Y [ ]	N [X]
If yes, bond rider received	Y [ ]	N [ ]
EEO Reports Current	Y [ ]	N [ ]
Certified Payrolls Current	Y [ ]	N [ ]
Insurance Status	Finaled	
Insurance Expiration Date	10/01/18	
Release Attached	Y [ ]	N [ ]
Tier/Supplier Release if Required	Y [ ]	N [ ]
Reducing Retention	Y [ ]	N [ ]
If reducing retainage, reducing	From [ ]	To [X]
Consent of Surety for retention reduction if bonded	Y [ ]	N [ ]
New materials stored off site	Y [ ]	N [X]
If yes, attach stored materials checklist		
Final Payment	Y [ ]	N [X]
If yes, see attached checklist		

Owner Billing Number: 12
Owner Payment Rec'd Date:
Payment Terms: Pay When Paid
Pay Select #:

For Balfour Beatty Use Only:

	CO #	Vendor #	Job #	Contract No.
	50540	1348477	13026400	525443
Date	**Invoice #**	**Description**		
05/30/18	13026400 - PE23	13026400 . PE# PE23 . 18.05		
Gross Amount		**Retainage Amt**	**Net Amount**	
$2,853.15		$142.66	$2,567.83	
Trade Account?	**Tax Code**	**Pay Item & Cost Code**		**Accrue Tax?**
NO		400.51550000.40		NO

Hold Codes: 02- OWNER FUNDING Lower Tier Waivers
PM APP

Approvals:
PM / Date
CA 05/18/18
PA / Date
APA / Date

ELECTRONICALLY FILED - 2023 May 16 9:41 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

ELECTRONICALLY FILED - 2023 May 16 9:41 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

TO PRIME CONTRACTOR:
Balfour Beatty Construction
1930 Camden Rd, Charlotte, NC 28203

PROJECT:
Hotel at Marion Square

FROM SUBCONTRACTOR:
Palmetto Automatic Sprinkler Co., Inc
PO Box 2927
West Columbia, SC 29171

VIA ARCHITECT:

CONTRACT FOR: FIRE PROTECTION

APPLICATION NO: 23

PERIOD TO: 5/31/18

PROJECT NOS: 13026000
615008

CONTRACT DATE: 3/11/15

Distribution to:
- ☐ OWNER
- ☐ ARCHITECT
- ☐ CONTRACTOR
- ☐ SUBCONTRACTOR
- ☐

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM		$ 464,920.00
2. Net change by Change Orders		$ 3,231.88
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 468,151.88
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 465,939.38
5. RETAINAGE:		
a. ____ % of Completed Work (Column D + E on G703)	$ 46,593.94	
b. ____ % of Stored Material (Column F on G703)	$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 46,593.94
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$ 419,345.44
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 416,777.61
8. CURRENT PAYMENT DUE		$ 2,567.83
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	48,806.44

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Subcontractor'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 Contractor, and that current payment shown herein is now due.

SUBCONTRACTOR: Palmetto Automatic Sprinkler Company, Inc

By: _____ Date: 5/14/18

State of: South Carolina County of: Lexington
Subscribed and sworn to before me this 14 day of May 2018
Notary Public: _____
My Commission expires: 3/3/2024

MICHELLE A. [illegible] NOTARY PUBLIC SOUTH CAROLINA

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Contractor certifies to the Owner that to the best of the Contractor'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 Subcontractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED . . . . . $ _____

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

CONTRACTOR:

By: _____ Date: _____

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

R - 15865

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CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION 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.

Hotel at Marion Square

APPLICATION NO: 22
APPLICATION DATE: 5/15/18
PERIOD TO: 5/31/18
13026000
615008

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	E WORK COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	G % (G ÷ C)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
1	Design	$32,545.00	$32,545.00			$32,545.00	100.00%		$3,254.50
2	Mobilization	$13,950.00	$13,950.00			$13,950.00	100.00%		$1,395.00
3	Site Work	$2,500.00	$2,500.00			$2,500.00	100.00%		$250.00
4	Fire Pump	$55,270.00	$55,270.00			$55,270.00	100.00%		$5,527.00
5	Standpipes	$33,960.00	$33,960.00			$33,960.00	100.00%		$3,396.00
6	Parking Floor Material	$21,792.00	$21,792.00			$21,792.00	100.00%		$2,179.20
7	Parking Floor Labor	$12,807.00	$12,166.35	$640.65		$12,807.00	100.00%		$1,280.70
8	Parking Floor Test & Trim	$850.00	$425.00	$212.50		$637.50	75.00%	$212.50	$63.75
9	1st Floor Material	$30,509.00	$30,509.00			$30,509.00	100.00%		$3,050.90
10	1st Floor Labor	$18,673.00	$18,673.00			$18,673.00	100.00%		$1,867.30
11	1st Floor Test & Trim	$1,050.00	$525.00	$262.50		$787.50	75.00%	$262.50	$78.75
12	2nd Floor Material	$37,244.00	$37,244.00			$37,244.00	100.00%		$3,724.40
13	2nd Floor Labor	$23,468.00	$23,468.00			$23,468.00	100.00%		$2,346.80
14	2nd Floor Test & Trim	$1,200.00	$600.00	$300.00		$900.00	75.00%	$300.00	$90.00
15	3rd Floor Material	$18,809.00	$18,809.00			$18,809.00	100.00%		$1,880.90
16	3rd Floor Labor	$12,653.00	$12,653.00			$12,653.00	100.00%		$1,265.30
17	3rd Floor Test & Trim	$1,000.00	$500.00	$250.00		$750.00	75.00%	$250.00	$75.00
18	4th Floor Material	$18,809.00	$18,809.00			$18,809.00	100.00%		$1,880.90
19	4th Floor Labor	$12,653.00	$12,653.00			$12,653.00	100.00%		$1,265.30
20	4th Floor Test & Trim	$1,000.00	$500.00	$250.00		$750.00	75.00%	$250.00	$75.00
21	5th Floor Material	$18,918.00	$18,918.00			$18,918.00	100.00%		$1,891.80
22	5th Floor Labor	$12,726.00	$12,726.00			$12,726.00	100.00%		$1,272.60
23	5th Floor Test & Trim	$1,000.00	$500.00	$250.00		$750.00	75.00%	$250.00	$75.00
24	6th Floor Material	$13,091.00	$13,091.00			$13,091.00	100.00%		$1,309.10
25	6th Floor Labor	$8,987.00	$8,987.00			$8,987.00	100.00%		$898.70
26	6th Floor Test & Trim	$750.00	$375.00	$187.50		$562.50	75.00%	$187.50	$56.25
27	7th Floor Material	$12,764.00	$12,764.00			$12,764.00	100.00%		$1,276.40
28	7th Floor Labor	$8,768.00	$8,768.00			$8,768.00	100.00%		$876.80

R-15866

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION 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.

Hotel at Marion Square

APPLICATION NO: 22
APPLICATION DATE: 5/15/18
PERIOD TO: 5/31/18
13026000
615008

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	E WORK COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	G % (G ÷ C)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
29	7th Floor Test & Trim	$750.00	$375.00	$187.50		$562.50	75.00%	$187.50	$56.25
30	8th Floor Material	$13,309.00	$13,309.00			$13,309.00	100.00%		$1,330.90
31	8th Floor Labor	$9,133.00	$9,133.00			$9,133.00	100.00%		$913.30
32	8th Floor Test & Trim	$750.00	$375.00	$187.50		$562.50	75.00%	$187.50	$56.25
33	Roof Terrace Material	$7,764.00	$7,764.00			$7,764.00	100.00%		$776.40
34	Roof Terrace Labor	$4,968.00	$4,968.00			$4,968.00	100.00%		$496.80
35	Roof Terrace Test & Trim	$500.00	$250.00	$125.00		$375.00	75.00%	$125.00	$37.50
36	Change Order #1	($1,956.12)	($1,956.12)			($1,956.12)	100.00%		($195.61)
37	Change Order #4	$1,312.00	$1,312.00			$1,312.00	100.00%		$131.20
38	Change Order #5	$3,876.00	$3,876.00			$3,876.00	100.00%		$387.60
	GRAND TOTALS	$468,151.88	$463,086.23	$2,853.15		$465,939.38	99.53%	$2,212.50	$46,593.94

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AIA DOCUMENT G703 CONTINUATION SHEET FOR G702 1992 EDITION AIA © 1992
THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W. WASHINGTON, D.C. 20006-5292

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Subcontractor's and Other Lower Tier's Conditional Partial Waiver and Release of Lien
(Upon Progress Payment)

KNOW ALL MEN BY THESE PRESENTS:

That Palmetto Automatic Sprinkler Company, Inc (the "Lienor") for and in consideration of the payment of the sum of $ 25167.53 and other good and valuable consideration paid by Balfour Beatty Construction, LLC (the "Contractor") or Library Associates, LLC ("Owner"), receipt of which is hereby acknowledged, hereby releases, waives and quit claims to Contractor, the Owner, and their respective successors and assigns, all liens, lien rights, claims or demands of any kind whatsoever, which Lienor now has or might have against Contractor and/or Owner and/or the buildings and improvements on the premises legally described as: See Exhibit "A" attached hereto (the "Property") on account of labor and services performed and/or material furnished for the construction of any improvements thereon; except for retention, and open change order requests, claims or disputes identified as follows:

_____

That the undersigned has the right and authority to execute this Conditional Partial Waiver and Release of Lien on behalf of the Lienor. That this is a waiver of all lien rights and other claims which Lienor has against the Property, the Contractor, and the Owner for all labor, material and services performed thereon, including all extras and change orders, that all laborers retained or employed by the Lienor for construction of improvements on the Property, all suppliers and sub-contractors of Lienor who have furnished labor, material and services for the undersigned for the construction of improvements on the Property, and all labor, services and materials used by the undersigned in the construction of said improvements, have been paid in full for work performed or materials supplied, up to and including the 31 day of May, 2023 excluding the items identified hereinabove, if any.

THE UNDERSIGNED ACKNOWLEDGES THAT THE CONTRACTOR AND OWNER AND OTHER PARTIES HAVE A RIGHT TO RELY UPON THIS WAIVER AND RELEASE AND THAT MAKING ANY FALSE STATEMENTS SHALL CONSTITUTE PERJURY AND PUNISHMENT CAN BE MADE IN ACCORDANCE WITH THE LAWS OF THE STATE OF SOUTH CAROLINA.

IN WITNESS THEREOF, I have hereunto set my hand seal this 14 day of May, 2023

Signed, sealed and delivered
in the presence of:

Andrea Sleglar
Signature
Andrea Sigler
Print Name

Palmetto Automatic Sprinkler Company, inc
a _____ corporation

Signature
Stephen Keene, Controller
Print Name & Title

STATE OF South Carolina

COUNTY OF Lexington

The foregoing instrument was acknowledged before me this 14 day of May, 2023 by Stephen Keene, Controller of PASCO, a _____ corporation on, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

MICHELLE MURPHY NOTARY PUBLIC SOUTH CAROLINA

Michelle Murphy
NOTARY PUBLIC, STATE OF South Carolina

My Commission Expires: 12/3/24

Balfour Beatty
Construction

TIER RELEASE SCHEDULE

Job Name	Hotel at Marion Square
Job #	13026000

Date Prepared:	3/14/2010

PRIME SUB'S NAME	PALMETTO AUTOMATIC SPRINKLER COMPANY, INC
Attachment for Pay Req #:	23
for Month Ending:	3/31/2010

A	B	C	D	E	F		G	H	I	J		K
Subcontractors/Suppliers List all subs or suppliers who will perform work for this contract. List Address & Phone Number	Indicate if tier is based in county of Project	Notice to Owner Filed?(NTO) (Yes/No)	Date NTO Filed:	Bonded Sub? (Yes/No)	Has tier billed for work to date? select: (Yes/No)		Cumulative dollar amount tier billed for work/materials to date:	Tier's most recent invoice is dated through:	Tier's most recent release is dated through: (as noted on release)	Tier's most recent release is PARTIAL or FINAL? Select One		Comments:
SAMPLE TIER *123 Example Dr* *Somewhere, NC 27607* *919-834-1234*	*yes - PIT*	*NO*	*N/A*		YES	NO	*$12,123.00*	*4/27/2010*	*3/31/2010*	PARTIAL	FINAL	*thru March 2010*
Ferguson Enterprises, PO Box 100286, Atlanta, GA 30384-0286	no	no			YES	NO	64479.84			PARTIAL	FINAL	
Core and Main, 501 W. Church St, Orlando, FL 32805					YES	NO	3510.37			PARTIAL	FINAL	
Shaw Enterprises, Inc PO Box 5174, Hickory, NC 28603					YES	NO	30210.00			PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	

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Client: 222016 DPELIMBAUT

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/27/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
BB&T - Boyle Vaughan Insurance
2000 Center Point Rd, Ste 2400
P. O. Box 8628, 29202
Columbia, SC 29210

CONTACT NAME: Brett Royer
PHONE (A/C, No, Ext): 803 748-0100
FAX (A/C, No): 877 467-7214
E-MAIL ADDRESS:

INSURED
Palmetto Automatic Sprinkler Co , Inc.
PO Box 2927
Cayce, SC 29171

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Amerisure Insurance Company	19488
INSURER B: Scottsdale Insurance Company	41297
INSURER C: Endurance American Specialty In	41718
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			CPP2102583	10/01/2017	10/01/2018	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE	$2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			CA2102584	10/01/2017	10/01/2018	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			XLS0103310	10/01/2017	10/01/2018	EACH OCCURRENCE	$5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$5,000,000
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY			WC2102582	10/01/2017	10/01/2018	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N / N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
C	Excess Umbrella Liability			ELD300001692	10/01/2017	10/01/2018	$5,000,000 per Occur Aggr-Over Primary/ Umbrella Limit	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
REFERENCE: Job Number: 615008; Project: Hotel at Marion Square

CERTIFICATE HOLDER

Balfour Beatty Construction, LLC
3100 McKinnon Street 10th Floor
Dallas, TX 75201

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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DEFENDANT LIBRARY ASSOCIATES, LLC'S

TRIAL EXHIBIT #57

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TAB 9



FILED FOR ELECTRONIC RECORDING 2020 Mar 16 9:41 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

OWNER	LIBRARY ASSOCIATES, LLC. 17 Lockwood Drive, Suite 400 Charleston, SC 29401	PROJECT	THE HOTEL AT MARION SQUARE 404 KING STREET CHARLESTON, SC 29403	APPLICATION PERIOD FROM PERIOD TO	39 06/01/2018 06/30/2018
CONTRACTOR ADDRESS	Balfour Beatty Construction, LLC 1930 Camden Rd Charlotte, NC 28203	ARCHITECT ADDRESS PHONE #	WINFORD LINDSAY ARCHITECT 344 West Pike Street Lawrenceville, GA 30046 770-407-5796	VENDOR #: ARCHITECT'S PROJECT NO	
CONTRACT	THE HOTEL AT MARION SQUARE (Project #13026000)				

DISTRIBUTION TO:

- [X] OWNER
- [X] CONTRACTOR
- [X] ARCHITECT
- [ ] ENGINEERS

CONTRACT DATE	2/18/2015
NTP DATE	3/19/2015
CONTRACT COMPL DATE	8/19/2017

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner			
TOTAL		$ 5,086,255.34	
Approved this Month			
No.	Date Approved		
14		$ 60,007.36	
TOTALS		$ 60,007.36	$ -
Net change by Change Orders		$	5,146,262.70

The undersigned Contractor certifies that to the best of the Contractor's knowledge information and belief the Work covered by this Appliction 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: **Balfour Beatty Construction, LLC.**

By: Alex Dooley Date: 7/10/18

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

1.	ORIGINAL CONTRACT SUM		$ 59,344,747.00
2.	Net change by Change Orders		$ 5,146,262.70
3.	CONTRACT SUM TO DATE (Line 1 + 2)		$ 64,491,009.70
4.	TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 60,937,682.67
5.	RETAINAGE:		
a.	Completed Work	$ 3,708,856.78	
b.	Stored Materials	$ 1,125.00	
	Total Retainage (Line 5a + 5b or Total in Column J of G703)		$ 3,709,981.78
6.	TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)		$ 57,227,701.08
7.	LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 55,024,207.66
8.	CURRENT PAYMENT DUE		$ 2,203,493.42
9.	BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)		$ 7,263,308.62

State of: South Carolina County of: Charleston
Subscribed and sworn to before me this 10th day of July 2018
Notary Public: Nicholas Wegener
My commission expires: 07/22/26

NICHOLAS WEGENER NOTARY PUBLIC SOUTH CAROLINA COM. EXP. 07/22/2026

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 their 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 $ 2,203,493.42
(Attach explanation if amount certified differs from the amount applied for.)
ARCHITECT: WINFORD LINDSAY ARCHITECT
By: Date: 7.18.19

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.

G702-1983

R - 15873

ELECTRONICALLY FILED - 2023 May 16 9:41 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CONTINUATION SHEET
APPLICATION AND CERTIFICATE FOR PAYMENT
containing Contractor's signed certifi ched.
In tabulations below, amounts are sta nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

PROJECT # 13020060
PROJECT THE HOTEL AT MARION SQUARE
CHARLESTON, SC
O LIBRARY ASSOCIATES, LLC.

COI ' TION G703

APPLICATION NUMBE 39
PERIOD FROI 01/2018
PERIOD TO 06/30/2018

A	B		C				D	E	F	G	H	I	J
LINE		WORK DESCRIPTION	COMMITMENT VALUES ORIGINAL AMOUNT	CHANGE ORDERS	BUDGET TRANSFERS	CURRENT AMOUNT	WORK COMPLETED FROM PREVIOUS APPLICATION	THIS PERIOD	STORED MATERIALS	TOTAL COMPLETE AND STORED TO DATE (D + E)	% COMPLETE (G/C3)	BALANCE TO FINISH (C3 - G)	RETAINAGE
			-1-	-2-		-3-							
1	G/C'S	GENERAL CONDITIONALS (24 months)	3,216,855.00		14,784.00	3,231,639.00	3,224,975.00	6,664.00	-	3,231,639.00	100.0%	-	161,581.95
2						-	-	-	-	-	-	-	-
3		SUBCONTRACTS / COST OF WORK				-	-	-	-	-	-	-	-
4	GENERAL					-	-	-	-	-	-	-	-
5	00A	STAGING AND LOGISTICS	821,074.00			821,074.00	816,224.16		-	816,224.16	99.4%	4,849.84	40,811.21
6	01A	GENERAL TRADES	875,433.00		(400.00)	875,433.00	353,655.79	22,600.00	-	376,255.79	43.0%	499,077.21	37,635.58
7	SITE					-	-		-	-	-	-	-
8	02A	SITEWORK	1,832,494.00		(17,466.05)	1,815,027.95	1,443,743.43		-	1,443,743.43	89.4%	171,284.52	72,167.17
9	02J	HARDSCAPE, LANDSCAPE & IRRIGATION	317,316.00			317,316.00	278,257.00	23,686.76		302,943.76	95.5%	14,372.25	15,147.19
10	02K	SITE DEMOLTION ALLOWANCE	60,000.00			60,000.00	57,509.27	-	-	57,509.27	71.9%	22,490.73	5,750.93
11	STRUCTURE					-	-		-	-	-	-	-
12	02L	DEEP FOUNDATIONS	2,226,614.00		(110,000.00)	2,116,614.00	1,778,278.00	-	-	1,778,278.00	83.9%	340,336.00	-
13	03A	CAST-IN-PLACE CONCRETE	7,337,895.00		163,387.93	7,501,282.93	7,501,282.93	-	-	7,501,282.93	100.0%	-	375,064.15
14	04A	MASONRY- CMU & CAST STONE	2,378,350.00		192,639.23	2,570,989.23	2,647,325.67	13,395.00	-	2,660,720.67	99.8%	10,268.56	266,072.07
15	05A	MISC. METALS	2,474,750.00		(56,016.00)	2,418,734.00	1,804,882.11	-	11,250.00	1,816,132.11	75.1%	602,601.89	181,613.21
16	SHELL					-	-		-	-	-	-	-
17	07A	ROOFING	855,698.00		234,206.00	1,089,904.00	1,071,744.58		-	1,071,744.58	98.3%	18,159.42	53,587.23
18	07B	WATERPROOFING/ CAULKING	742,900.00		50,409.40	793,309.40	778,447.71	-	-	778,447.71	98.1%	14,861.69	77,844.77
19	07E	STUCCO	913,038.00		442,246.36	1,355,284.36	1,332,736.03	13,968.87	-	1,346,704.90	99.4%	8,579.46	67,335.25
20	007F	FIREPROOFING	7,580.00			7,580.00	-	-	-	-	0.0%	7,580.00	-
21	07X	FIRESTOPPING	20,000.00		(20,000.00)	-	-		-	-	#DIV/0!	-	-
22	08F	GLASS (Hoses Jamestown Painted Steel Storefront)	1,283,597.00			1,283,597.00	1,193,425.08	19,834.05	-	1,213,259.13	94.5%	70,337.87	60,662.96
23	08H	INTERIOR GLAZING	1,154,577.00		1,091,696.50	2,246,243.50	2,119,784.78		-	2,119,784.78	94.4%	126,458.72	105,989.24
24	08I	WINDOWS	740,395.00		(740,395.00)	-	-	-	-	-	#DIV/0!	-	-
25	13C	FABRIC AWNINGS	12,000.00			12,000.00	-	-	-	-	0.0%	12,000.00	-
26	INTERIORS					-	-		-	-	#DIV/0!	-	-
27	04A	MASONRY- INTERIOR CAST STONE	250,000.00		(167,530.00)	82,470.00	71,699.00	10,285.00		81,984.00	99.4%	486.00	8,198.40
28	05A	INTERIORS ORNAMENTAL METALS	230,000.00		(61,470.00)	148,530.00	-	-	-	-	0.0%	148,530.00	-
29	06A	ROUGH CARPENTRY	211,677.00		55,000.00	266,677.00	264,647.12		-	264,647.12	99.2%	2,029.88	13,232.36
30	08D	DOORS, FRAMES, AND HARDWARE	1,609,746.00		153,240.72	1,762,986.72	1,204,050.61	167,876.63	-	1,371,927.24	78.0%	358,059.48	137,192.72
31	08R	SPECIAL DOORS	359,997.00		(120,000.00)	239,997.00	153,837.00	-	-	153,837.00	64.1%	86,160.00	7,691.85
32	08X	SMOKE CONTAINMENT BARRIER	13,353.00		112,100.00	125,453.00	19,966.00	-	-	19,966.00	15.9%	105,487.00	1,998.60
33	09A	METAL STUD FRAMING & DRYWALL / ACCOUSTICAL CEILINGS	3,717,093.00		760,791.37	4,477,884.37	4,409,135.56	58,873.07	-	4,468,008.63	99.8%	9,875.74	223,400.43
34	10A	SPECIALTIES	606,681.00		(17,169.00)	589,512.00	332,339.00	58,274.00	-	390,613.00	66.3%	198,899.00	19,530.65
35	10C	OPERABLE PARTITIONS	83,437.00			83,437.00	76,869.50	-	-	76,869.50	92.1%	6,567.50	7,686.95
36	11A	EQUIPMENT (PARKING LIFTS)	481,755.00		(7,558.00)	474,197.00	400,602.20	-	-	400,602.20	84.5%	73,594.80	40,060.22
37	11B	KITCHEN EQUIPMENT	-	-	984,873.00	984,873.00	974,953.81	-	-	974,953.81	99.0%	9,919.19	48,747.69
38	13A	POOL	366,664.00		(54,064.00)	311,600.00	287,560.00	-	-	287,560.00	92.2%	24,040.00	14,378.00
39	14A	ELEVATORS	1,475,218.00		140,400.07	1,615,618.07	1,476,919.00	-	-	1,476,919.00	91.4%	138,700.07	147,691.90
40	14B	WHEEL CHAIR LIFT	15,000.00			15,000.00	-	-	-	-	0.0%	15,000.00	-
41									-				
42	MEP					-			-	-			
43	15B	HVAC & PLUMBING	8,018,142.00		709,093.32	8,727,235.32	8,727,219.14	-	-	8,727,219.14	100.0%	16.18	436,360.96
44	15D	FIRE PROTECTION	468,920.00			468,920.00	463,939.38	1,327.50	-	465,266.88	99.6%	1,653.12	46,526.69
45	16A	ELECTRICAL	3,963,792.00		560,288.65	4,524,080.65	4,446,144.36	36,260.83	-	4,482,405.19	99.1%	41,675.46	448,240.52
46	FINISHES					-			-	-			
47	06B	FINISH CARPENTRY & CUSTOM MILLWORK	2,105,485.00	-	479,783.00	2,585,268.00	2,476,265.00	103,871.90		2,580,136.90	99.8%	5,111.10	129,006.85
48	09B	FLOORING	397,147.00	-	(19,085.00)	378,062.00	249,355.17	38,692.00		288,047.17	76.2%	90,014.83	28,804.72
49	09D	PAINTING & WALLCOVER	619,814.00		321,419.60	941,233.60	907,858.81	5,968.39	-	913,827.00	97.1%	27,569.60	45,863.35
50	09E	STONE & HARD TILE	3,569,850.00	-	(149,282.03)	3,419,567.97	3,372,954.45	34,208.70	-	3,407,163.15	99.6%	12,404.82	170,358.16
51	OCO 1	RCO 1, RCO 4, RCO 5, RCO 6, RCO 8, RCO 10, RCO 12	-	274,953.15	(274,953.15)	-	-	-	-	-	#DIV/0!	-	-
52	OCO 2	RCO 3, RCO 7, RCO 11, RCO 15, RCO 32,	-	60,241.74	(60,241.74)	-	-	-	-	-	#DIV/0!	-	-
53	OCO 3	RCO 14, RCO 27R1, RCO 9R1, RCO 20R1	-	1,046,791.54	(1,046,791.54)	-	-	-	-	-	#DIV/0!	-	-
54	OCO 4	RCO 17R1, RCO 40	-	12,874.68	(12,874.68)	-	-	-	-	-	#DIV/0!	-	-
55	OCO 5	RCO 22, RCO 26, RCO 33, RCO 47, RCO 50, RC053, RCO 66, RCO 68, RCO 77, RCO 81		65,161.71	(65,161.71)	-	-	-	-	-	#DIV/0!	-	-
56	OCO 6	RCO 35, RCO 36, RCO 39, RCO 45, RCO 48, RCO 51, RCO 52, RCO 65, RCO 67, RCO 95		369,310.84	(369,310.84)	-	-	-	-	-	#DIV/0!	-	-
57	OCO 7	RCO 10, RCO 23R1, RCO 25, RCO 26R3, RCO 31, RCO 38, RCO 55, RCO 58, RCO 61, RCO 62, RCO 64, RCO 67, RCO 70, RCO 72, RCO 73R1, RCO 78, RCO 90, RCO 91, RCO 92, RCO 93, RCO 94, RCO 96, RCO 97, RCO 98, RCO 99, RCO 101, RCO 114, RCO 116, RCO 117, RCO 119, RCO 120, RCO 121, RCO 124, RCO 128, RCO 133, RCO 139		1,178,513.75	(1,178,513.75)	-	-	-	-	-	#DIV/0!	-	-
58	OCO 8	RCO 084, RCO 104, RCO 107R4, RCO 111, RCO 113R1, RCO 125R1, RCO 127R1, RCO 135R1, RCO 137, RCO 138R3, RCO 142R2, RCO 145, RCO 147, RCO 149R2, RCO 150, RCO 153, RCO 155, RCO 157, RCO 165, RCO 170, RCO 173		1,166,837.97	(1,166,837.97)	-	-	-	-	-	#DIV/0!	-	-
59	OCO 9	RCO018, RCO 100R4, RCO 112, RCO 126, RCO 129, RCO 143, RCO 146R3, RCO 158, RCO 160R1, RCO 162, RCO 164, RCO 169R1, RCO 171.1, RCO 174, RCO 176R1, RCO 178, RCO 179, RCO 180, RCO 181, RCO 183, RCO 185, RCO 186, RCO 188, RCO 189R1, RCO 190, RCO 191, RCO 195, RCO 196, RCO 202, RCO 203R1, RCO 207, RCO 214, RCO 218, RCO 220		340,037.37	(340,037.37)	-	-	-	-	-	#DIV/0!	-	-
60	OCO 10	RCO 144, RCO 151R1, RCO 163, RCO 167, RCO 168, RCO 193, RCO 199R3, RCO 201R1, RCO 208, RCO 210, RCO 217, RCO 224, RCO 226, RCO 228, RCO 229, RCO 230R2, RCO 232, RCO 234		169,340.91	(169,340.91)	-	-	-	-	-	0	-	
61	OCO 11	Construction Change Directives - April Draw		10,987.00	(10,987.00)	-	-	-	-	-		-	
62	OCO 12	RCO 140, RCO 204R1, RCO 231, RCO 238		94,035.32	(94,035.32)	-	-	-	-	-		-	
63	OCO 13	Construction Change Directives - May Draw		33,945.00	(33,945.00)	-	-	-	-	-		-	
64	OCO 14	Construction Change Directives - June Draw		56,810.72	(56,810.72)	-							
		SUBTOTAL	55,649,938.00	4,891,641.79	14,432.40	60,556,012.19	56,619,326.45	616,188.69	11,250.00	57,246,763.14	94.5%	3,309,248.96	3,485,081.89

R - 15874

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CONTINUATION SHEET

APPLICATION AND CERTIFICATE FOR PAYMENT

containing Contractor's signed certific ched,

In tabulations below, amounts are stat earest dollar.

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

CONTINUATION G703

ROJECT # 13026000

ROJECT THE HOTEL AT MARION SQUARE
CHARLESTON, SC
O LIBRARY ASSOCIATES, LLC.

APPLICATION NUMBE 39
PERIOD FROM 01/2018
PERIOD TO 30/2018

A	B	C				D	E	F	G	H	I	J
LINE	WORK DESCRIPTION	COMMITMENT VALUES				WORK COMPLETED			TOTAL			
		ORIGINAL AMOUNT	CHANGE ORDERS	BUDGET TRANSFERS	CURRENT AMOUNT	FROM PREVIOUS APPLICATION	THIS PERIOD	STORED MATERIALS	COMPLETE AND STORED TO DATE (D + E)	% COMPLETE (G/C3)	BALANCE TO FINISH (C3 -G)	RETAINAGE
		-1-	-2-		-3-							
65	CONSTRUCTION CONTINGENCY (2.25%)	1,060,688.00	-	(14,432.40)	1,046,255.60	743,948.55		-	743,948.55	71.1%	302,309.05	74,394.66
66	SPECIALTY SPACE SUPERVISION - NBM	100,000.00	-	-	100,000.00	-	-	-	-	0.0%	100,000.00	-
67	GENERAL LIABILITY INSURANCE (1%)	595,260.00	53,376.49	-	648,656.49	648,087.74	568.75	-	648,656.49	100.0%	-	-
68	SUBGUARD (1.25%)	670,160.00	68,325.33	-	738,485.33	735,777.70	707.63	-	736,485.33	100.0%	-	-
	SUBTOTAL	58,976,068.00	5,011,343.82	(0.00)	63,987,409.82	58,747,118.44	617,483.07	11,250.00	59,375,851.51	94.1%	3,711,558.01	3,560,479.55
69	FEE (2.5%)	1,451,592.00	134,919.18		1,586,821.18	1,479,334.03	15,718.33		1,495,052.36	94.2%	91,768.82	149,505.24
	TOTAL CONSTRUCTION COST	59,527,660.00	5,146,262.70	(0.00)	64,674,230.70	60,226,452.47	633,201.40	11,250.00	60,870,903.87	94.1%	3,803,326.83	3,709,981.78
70	PRECONSTRUCTION FEE	66,779.00			66,779.00	66,779.00	-		66,779.00	100.0%	-	-
	TOTAL COST WITH PRECON	59,594,747.00	5,146,262.70	(0.00)	64,741,009.70	60,293,231.47	633,201.40	11,250.00	60,937,682.87	94.1%	3,803,326.83	3,709,981.78
65	BUYOUT REDUCTION CONTRIBUTION	(250,000.00)			(250,000.00)				-	0.0%	(250,000.00)	-
	GRAND TOTAL	59,344,747.00	5,146,262.70	(0.00)	64,491,009.70	60,293,231.47	633,201.40	11,250.00	60,937,682.87	94.5%	3,553,326.83	3,709,981.78

R - 15875

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Balfour Beatty
Construction

BP15D

...est for Payment

Pay Request # PE24
Work Performed Through: 06/30/18

Subcontractor's Name: Palmetto Automatic Sprinkler Company, Inc.
Subcontractor's Address: 1862 Old Dunbar Rd.
West Columbia, SC 29172

Phone Number: 803-794-1602
Fax Number:

Project Name: Hotel at Marion Square Job No.: 13026400 Date: 06/15/18
Owner: Library Associates, LLC

Description of Work: Fire Protection

Original Contract Amount	$464,920.00	
Change Order Total Through C/O #: 1	$3,231.88	
Total Revised Contract	$468,151.88	
Previous Work Performed to Date(SSR)	$465,939.38	
Value of Materials Stored On Site	$0.00	
Value of Materials Stored Off Site	$0.00	
Current Month Gross	$1,327.50	
New Work Performed to Date	$467,266.88	
Less 10 % Retainage	$46,726.69	
t Earned to Date	$420,540.19	
Less Previous Net Billings	$419,345.44	
Less Adjustments/Joint Checks	$0.00	
Less Pending Back Charges	$0.00	
Total Amount this Requisition	$1,194.75	

Subcontract [X] Purchase Order [ ]
Other Contract Type

Unit Price [ ] Lump Sum [X]
Bonded [ ] Unbonded [X]

Subguard [ ] Alternate Plan [ ]

Contract Increased 20%?	Y [ ]	N [X]
If yes, bond rider received	Y [ ]	N [ ]
EEO Reports Current	Y [ ]	N [ ]
Certified Payrolls Current	Y [ ]	N [ ]
Insurance Status	Finaled	
Insurance Expiration Date	10/01/18	
Release Attached	Y [ ]	N [ ]
Tier/Supplier Release if Required	Y [ ]	N [ ]
Reducing Retention	Y [ ]	N [ ]
If reducing retainage, reducing	From [ ]	To [X]
Consent of Surety for retention reduction if bonded	Y [ ]	N [ ]
New materials stored off site If yes, attach stored materials checklist	Y [ ]	N [X]
Final Payment If yes, see attached checklist	Y [ ]	N [X]

Owner Billing Number: 12
Owner Payment Rec'd Date:
Payment Terms: Pay When Paid
Pay Select #

For Balfour Beatty Use Only:

	CO #	Vendor #	Job #	Contract No.
	50540	1348477	13026400	525443
Date	Invoice #	Description		
06/30/18	13026400 - PE24	13026400 . PE# PE24 . 18.06		
Gross Amount		Retainage Amt	Net Amount	
$1,327.50		$66.38	$1,194.75	
Trade Account?	Tax Code	Pay Item & Cost Code		Accrue Tax?
NO		400.51550000.40		NO

Net Codes: 02- OWNER FUNDING
PM APP

Lower Tier Waivers

s:

PM / Date

CA 05/15/18
PA / Date

APA / Date

R - 15876

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702 PAGE ONE OF TWO PAGES

TO PRIME CONTRACTOR:
Balfour Beatty Construction
1930 Camden Rd, Charlotte, NC 28203

PROJECT:
Hotel at Marion Square

APPLICATION NO: 24

PERIOD TO: 6/30/18

Distribution to:
- ☐ OWNER
- ☐ ARCHITECT
- ☐ CONTRACTOR
- ☐ SUBCONTRACTOR
- ☐

FROM SUBCONTRACTOR:
Palmetto Automatic Sprinkler Co., Inc
PO Box 2927
West Columbia, SC 29171

VIA ARCHITECT:

PROJECT NOS: 13026000
615008

CONTRACT FOR: FIRE PROTECTION

CONTRACT DATE: 3/11/15

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.

The undersigned Contractor certifies that to the best of the Subcontractor'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 Contractor, and that current payment shown herein is now due.

1. ORIGINAL CONTRACT SUM		$ 464,920.00
2. Net change by Change Orders		$ 3,231.88
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 468,151.88
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 467,266.88
5. RETAINAGE:		
a. ____ % of Completed Work (Column D + E on G703)	$ 46,726.69	
b. ____ % of Stored Material (Column F on G703)	$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 46,726.69
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$ 420,540.19
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 419,345.44
8. CURRENT PAYMENT DUE		$ 1,194.75
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	47,611.69

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

SUBCONTRACTOR: Palmetto Automatic Sprinkler Company, Inc.

By: _____ Date: 6/15/18

State of: South Carolina County of: Lexington
Subscribed and sworn to before me this 15 day of June
Notary Public: _____
My Commission expires: 12/3/24

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Contractor certifies to the Owner that to the best of the Contractor'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 Subcontractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... $ _____

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

CONTRACTOR:

By: _____ Date: _____

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

ELECTRONICALLY FILED - 2023 May 16 9:41 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

R 15877

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION 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.

Hotel at Marion Square

APPLICATION NO: 24
APPLICATION DATE: 6/15/18
PERIOD TO: 6/30/18
13026000
615008

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	E WORK COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	G % (G ÷ C)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
1	Design	$32,545.00	$32,545.00			$32,545.00	100.00%		$3,254.50
2	Mobilization	$13,950.00	$13,950.00			$13,950.00	100.00%		$1,395.00
3	Site Work	$2,500.00	$2,500.00			$2,500.00	100.00%		$250.00
4	Fire Pump	$55,270.00	$55,270.00			$55,270.00	100.00%		$5,527.00
5	Standpipes	$33,960.00	$33,960.00			$33,960.00	100.00%		$3,396.00
6	Parking Floor Material	$21,792.00	$21,792.00			$21,792.00	100.00%		$2,179.20
7	Parking Floor Labor	$12,807.00	$12,807.00			$12,807.00	100.00%		$1,280.70
8	Parking Floor Test & Trim	$850.00	$637.50	$127.50		$765.00	90.00%	$85.00	$76.50
9	1st Floor Material	$30,509.00	$30,509.00			$30,509.00	100.00%		$3,050.90
10	1st Floor Labor	$18,673.00	$18,673.00			$18,673.00	100.00%		$1,867.30
11	1st Floor Test & Trim	$1,050.00	$787.50	$157.50		$945.00	90.00%	$105.00	$94.50
12	2nd Floor Material	$37,244.00	$37,244.00			$37,244.00	100.00%		$3,724.40
13	2nd Floor Labor	$23,468.00	$23,468.00			$23,468.00	100.00%		$2,346.80
14	2nd Floor Test & Trim	$1,200.00	$900.00	$180.00		$1,080.00	90.00%	$120.00	$108.00
15	3rd Floor Material	$18,809.00	$18,809.00			$18,809.00	100.00%		$1,880.90
16	3rd Floor Labor	$12,653.00	$12,653.00			$12,653.00	100.00%		$1,265.30
17	3rd Floor Test & Trim	$1,000.00	$750.00	$150.00		$900.00	90.00%	$100.00	$90.00
18	4th Floor Material	$18,809.00	$18,809.00			$18,809.00	100.00%		$1,880.90
19	4th Floor Labor	$12,653.00	$12,653.00			$12,653.00	100.00%		$1,265.30
20	4th Floor Test & Trim	$1,000.00	$750.00	$150.00		$900.00	90.00%	$100.00	$90.00
21	5th Floor Material	$18,918.00	$18,918.00			$18,918.00	100.00%		$1,891.80
22	5th Floor Labor	$12,726.00	$12,726.00			$12,726.00	100.00%		$1,272.60
23	5th Floor Test & Trim	$1,000.00	$750.00	$150.00		$900.00	90.00%	$100.00	$90.00
24	6th Floor Material	$13,091.00	$13,091.00			$13,091.00	100.00%		$1,309.10
25	6th Floor Labor	$8,987.00	$8,987.00			$8,987.00	100.00%		$898.70
26	6th Floor Test & Trim	$750.00	$562.50	$112.50		$675.00	90.00%	$75.00	$67.50
27	7th Floor Material	$12,764.00	$12,764.00			$12,764.00	100.00%		$1,276.40
28	7th Floor Labor	$8,768.00	$8,768.00			$8,768.00	100.00%		$876.80

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CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION 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.

Hotel at Marion Square

APPLICATION NO: 24
APPLICATION DATE: 6/15/18
PERIOD TO: 6/30/18
13026000
615008

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	E WORK COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	G % (G ÷ C)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
29	7th Floor Test & Trim	$750.00	$562.50	$112.50		$675.00	90.00%	$75.00	$67.50
30	8th Floor Material	$13,309.00	$13,309.00			$13,309.00	100.00%		$1,330.90
31	8th Floor Labor	$9,133.00	$9,133.00			$9,133.00	100.00%		$913.30
32	8th Floor Test & Trim	$750.00	$562.50	$112.50		$675.00	90.00%	$75.00	$67.50
33	Roof Terrace Material	$7,764.00	$7,764.00			$7,764.00	100.00%		$776.40
34	Roof Terrace Labor	$4,968.00	$4,968.00			$4,968.00	100.00%		$496.80
35	Roof Terrace Test & Trim	$500.00	$375.00	$75.00		$450.00	90.00%	$50.00	$45.00
36	Change Order #1	($1,956.12)	($1,956.12)			($1,956.12)	100.00%		($195.61)
37	Change Order #4	$1,312.00	$1,312.00			$1,312.00	100.00%		$131.20
38	Change Order #5	$3,876.00	$3,876.00			$3,876.00	100.00%		$387.60
	GRAND TOTALS	$468,151.88	$465,939.38	$1,327.50		$467,266.88	99.81%	$885.00	$46,726.69

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AIA DOCUMENT G703 CONTINUATION SHEET FOR G702 1992 EDITION AIA © 1992
THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W. WASHINGTON, D.C. 20006-5292

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Subcontractor's and Other Lower Tier's Conditional Partial Waiver and Release of Lien
(Upon Progress Payment)

KNOW ALL MEN BY THESE PRESENTS:

That Palmetto Automatic Sprinkler Company, Inc (the "Lienor") for and in consideration of the payment of the sum of $ 1194.75 and other good and valuable consideration paid by Balfour Beatty Construction, LLC (the "Contractor") or Library Associates, LLC ("Owner"), receipt of which is hereby acknowledged, hereby releases, waives and quit claims to Contractor, the Owner, and their respective successors and assigns, all liens, lien rights, claims or demands of any kind whatsoever, which Lienor now has or might have against Contractor and/or Owner and/or the buildings and improvements on the premises legally described as: See Exhibit "A" attached hereto (the "Property") on account of labor and services performed and/or material furnished for the construction of any improvements thereon, except for retention, and open change order requests, claims or disputes identified as follows:

_____

That the undersigned has the right and authority to execute this Conditional Partial Waiver and Release of Lien on behalf of the Lienor. That this is a waiver of all lien rights and other claims which Lienor has against the Property, the Contractor, and the Owner for all labor, material and services performed thereon, including all extras and change orders, that all laborers retained or employed by the Lienor for construction of improvements on the Property, all suppliers and sub-contractors of Lienor who have furnished labor, material and services for the undersigned for the construction of improvements on the Property, and all labor, services and materials used by the undersigned in the construction of said improvements, have been paid in full for work performed or materials supplied, up to and including the 30 day of June, 2023 excluding the items identified hereinabove, if any.

THE UNDERSIGNED ACKNOWLEDGES THAT THE CONTRACTOR AND OWNER AND OTHER PARTIES HAVE A RIGHT TO RELY UPON THIS WAIVER AND RELEASE AND THAT MAKING ANY FALSE STATEMENTS SHALL CONSTITUTE PERJURY AND PUNISHMENT CAN BE MADE IN ACCORDANCE WITH THE LAWS OF THE STATE OF SOUTH CAROLINA.

IN WITNESS THEREOF, I have hereunto set my hand seal this 15 day of June, 2023

Signed, sealed and delivered
in the presence of:

Andrea Seigler
Signature
Andrea Seigler
Print Name

Palmetto Automatic Sprinkler Company, Inc
a _____ corporation

Signature
Stephen Keene, Controller
Print Name & Title

STATE OF South Carolina

COUNTY OF Lexington

The foregoing instrument was acknowledged before me this 15 day of June, 2023 by Stephen Keene, Controller of PASCO a _____ corporation on, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification

NOTARY PUBLIC STATE OF South Carolina

My Commission Expires: 12/3/24

Balfour Beatty
Construction

TIER RELEASE SCHEDULE

Job Name	Hotel at Meeting Square
Job #	130258000
Date Prepared:	5/16/2010
PRIME SUB'S NAME	PALMETTO AUTOMATIC SPRINKLER COMPANY, INC
Attachment for Pay Req #:	24
for Month Ending:	5/30/2010

A	B	C	D	E	F		G	H	I	J		K
Subcontractors/Suppliers List all subs or suppliers who will perform work for this contract. List Address & Phone Number	Indicate if tier is based in county of Project	Notice to Owner Filed?(NTO) (Yes/No)	Date NTO Filed:	Bonded Sub? (Yes/No)	Has tier billed for work to date? select: (Yes/No)		Cumulative dollar amount tier billed for work/materials to date:	Tier's most recent invoice is dated through:	Tier's most recent release is dated through: (as noted on releases)	Tier's most recent release is PARTIAL or FINAL? Select One		Comments:
SAMPLE TIER 123 Example Dr Somewhere, NC 27607 919-834-1234	yes - PIT	NO	N/A		YES	NO	$12,123.00	4/27/2010	3/31/2010	PARTIAL	FINAL	thru March 2010
Ferguson Enterprises, PO Box 100286, Atlanta, GA 30384-0286	no	no			YES	NO	64491.97			PARTIAL	FINAL	
Core and Main, 501 W Church St, Orlando, FL 32805					YES	NO	3007			PARTIAL	FINAL	
Shaw Enterprises, Inc PO Box 6174 Hickory, NC 28603					YES	NO	30040			PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	

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ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/27/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BB&T - Boyle Vaughan Insurance 2000 Center Point Rd, Ste 2400 P. O. Box 8628, 29202 Columbia, SC 29210	CONTACT NAME: Brett Royer PHONE (A/C, No, Ext): 803 748-0100 FAX (A/C, No): 877 467-7214 E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Amerisure Insurance Company	19488
INSURER B : Scottsdale Insurance Company	41297
INSURER C : Endurance American Specialty In	41718
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Palmetto Automatic Sprinkler Co., Inc.
PO Box 2927
Cayce, SC 29171

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER POLICY X PRO-JECT LOC OTHER			CPP2102583	10/01/2017	10/01/2018	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
							PRODUCTS - COMP/OP AGG	$2,000,000
								$
	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			CA2102584	10/01/2017	10/01/2018	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			XLS0103310	10/01/2017	10/01/2018	EACH OCCURRENCE	$5,000,000
							AGGREGATE	$5,000,000
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC2102582	10/01/2017	10/01/2018	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
C	Excess Umbrella Liability			ELD300001692	10/01/2017	10/01/2018	$5,000,000 per Occur Aggr-Over Primary/ Umbrella Limit	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
REFERENCE: Job Number: 615008; Project: Hotel at Marion Square

CERTIFICATE HOLDER

Balfour Beatty Construction, LLC
3100 McKinnon Street 10th Floor
Dallas, TX 75201

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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DEFENDANT LIBRARY ASSOCIATES, LLC'S

TRIAL EXHIBIT #58

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TAB 10



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APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

OWNER	**LIBRARY ASSOCIATES, LLC.** 17 Lockwood Drive, Suite 400 Charleston, SC 29401	PROJECT	**THE HOTEL AT MARION SQUARE** 404 KING STREET CHARLESTON, SC 29403	APPLICATION PERIOD FROM PERIOD TO	**40** 07/01/2018 07/31/2018
CONTRACTOR ADDRESS	**Balfour Beatty Construction, LLC** 1930 Camden Rd Charlotte, NC 28203	ARCHITECT ADDRESS	**WINFORD LINDSAY ARCHITECT** 344 West Pike Street Lawrenceville, GA 30046	VENDOR #: ARCHITECT'S PROJECT NO	
CONTRACT	**THE HOTEL AT MARION SQUARE** (Project #13026000)	PHONE #	770-407-5796		

DISTRIBUTE TO:
- [X] OWNER
- [X] CONTRACTOR
- [X] ARCHITECT
- [ ] ENGINEERS

CONTRACT DATE	**2/18/2015**
NTP DATE	**3/19/2015**
CONTRACT COMPL DATE	**8/19/2017**

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY			
Change Orders approved in previous months by Owner		ADDITIONS	DEDUCTIONS
TOTAL		$ 5,146,262.70	
Approved this Month			
No.	Date Approved		
15R1		$ 70,762.17	
16R3		$ 213,129.70	
TOTALS		$ 283,891.87	$ -
Net change by Change Orders:		$	5,430,154.57

The undersigned Contractor certifies that to the best of the Contractor's knowledge information and belief the Work covered by this Appliction 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: **Balfour Beatty Construction, LLC.**

By: _____ Date: 8/29/18

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

1. ORIGINAL CONTRACT SUM			$ 59,344,747.00
2. Net change by Change Orders			$ 5,430,154.57
3. CONTRACT SUM TO DATE (Line 1 + 2)			$ 64,774,901.57
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)			$ 61,837,494.46
5. RETAINAGE:			
a.	Completed Work	$ 3,595,255.30	
b.	Stored Materials	$ 232.70	
Total Retainage (Line 5a + 5b or Total in Column J of G703)			$ 3,595,488.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)			$ 58,242,006.47
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)			$ 57,227,701.08
8. CURRENT PAYMENT DUE			$ 1,014,305.39
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)			$ 6,532,895.10

State of: South Carolina County of: Charleston

Subscribed and sworn to before me this 29 day of August 2018

Notary Public: Nicholas Wegener

My commission expires: 7/22/2026

NICHOLAS WEGENER NOTARY PUBLIC SOUTH CAROLINA COM. EXP. 07/22/2026

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 their 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 $ 1,014,305.39

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

ARCHITECT: WINFORD LINDSAY ARCHITECT

By: _____ Date: 8.30.18

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.

G702-1983

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CONTINUATION SHEET — *CONTINUATION G703*

APPLICATION AND CERTIFICATE FOR PAYMENT
Including Contractor's signed certificate, 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.

PROJECT # 13026000
PROJECT THE HOTEL AT MARION SQUARE
CHARLESTON, SC
© LIBRARY ASSOCIATES, LLC.

APPLICATION NUMBER 40
PERIOD FROM 07/01/2018
PERIOD TO 07/31/2018

A	B	C				D	E	F	G	H	I	J
		CONTRACT VALUES				WORK COMPLETED						
LINE	WORK DESCRIPTION	ORIGINAL AMOUNT	CHANGE ORDERS	BUDGET TRANSFERS	CURRENT AMOUNT	FROM PREVIOUS APPLICATION	THIS PERIOD	STORED MATERIALS	TOTAL COMPLETE AND STORED TO DATE (D + E)	% COMPLETE (G/C)	BALANCE TO FINISH (C - G)	RETAINAGE
1	GNCS	GENERAL CONDITIONALS (18 months)	3,216,655.00		31,935.00	3,248,790.00	3,231,939.00	16,851.00	-	3,248,790.00	100.0%	-	162,439.50
2						-	-	-	-	-	-	-	-
3		SUBCONTRACTS / COST OF WORK				-	-	-	-	-	-	-	-
4	GENERAL					-	-	-	-	-	-	-	-
5	00A	STAGING AND LOGISTICS	821,074.00			821,074.00	816,224.16	-	-	816,224.16	99.4%	4,849.84	40,811.21
6	01A	GENERAL TRADES	875,833.00		(400.00)	875,433.00	378,356.79	26,200.00	-	424,556.79	48.2%	472,877.21	37,905.58
7	SITE					-	-	-	-	-	-	-	-
8	02A	SITEWORK	1,632,484.00		(17,406.00)	1,615,077.95	1,443,743.43	156,133.84	-	1,599,877.27	99.1%	15,160.68	60,273.11
9	02J	HARDSCAPE, LANDSCAPE & IRRIGATION	317,316.00			317,316.00	302,943.75	6,349.38		309,293.13	97.5%	8,023.87	15,464.81
10	02K	SITE DEMOLITION ALLOWANCE	80,000.00		(22,490.73)	57,509.27	57,509.27	-	-	57,509.27	100.0%	-	5,750.93
11	STRUCTURE					-	-	-	-	-	-	-	-
12	03L	DEEP FOUNDATIONS	2,228,614.00		(190,000.00)	2,034,614.00	1,778,278.00	-	-	1,778,278.00	87.3%	256,336.00	-
13	03A	CAST-IN-PLACE CONCRETE	7,337,695.00		163,567.93	7,501,262.93	7,501,262.93	-	-	7,501,262.93	100.0%	-	375,064.15
14	04A	MASONRY - CMU & CAST STONE	2,379,350.00		183,633.23	2,570,385.23	2,560,720.67	-	-	2,560,720.67	99.6%	19,264.56	256,072.07
15	05A	MISC. METALS	2,474,350.00		(139,467.52)	2,334,282.48	1,816,132.11	33,405.00	-	1,849,537.11	79.2%	484,665.47	182,853.60
16	SHELL					-	-	-	-	-	-	-	-
17	07A	ROOFING	855,608.00		224,296.00	1,080,904.00	1,071,744.58	-	-	1,071,744.58	99.2%	18,159.42	53,587.23
18	07B	WATERPROOFING/ CAULKING	741,500.00		50,425.40	793,325.40	778,447.71	-	-	778,447.71	98.1%	14,861.69	77,844.77
19	07E	STUCCO	913,036.00		442,248.54	1,355,284.54	1,346,704.90	-	-	1,346,704.90	99.4%	8,579.64	67,335.25
20	007F	FIREPROOFING	7,540.00		(7,540.00)	-	-	-	-	-	#DIV/0!	-	-
21	07K	FIRESTOPPING	20,000.00		(20,000.00)	-	-	-	-	-	#DIV/0!	-	-
22	08F	GLASS (Hoped Jamestown Painted Steel Structure)	1,283,997.00		40,000.00	1,323,997.00	1,313,358.13	87,634.62	-	1,310,797.35	99.0%	12,799.65	65,543.00
23	08H	INTERIOR GLAZING	1,154,577.00		1,091,468.90	2,246,242.90	2,118,784.78	122,695.39	-	2,241,860.13	99.8%	4,382.87	112,094.01
24	08I	WINDOWS	740,295.00		(740,295.00)	-	-	-	-	-	#DIV/0!	-	-
25	10C	FABRIC AWNINGS	12,000.00			12,000.00	-	-	-	-	0.0%	12,000.00	-
26	INTERIORS					-	-	-	-	-	#DIV/0!	-	-
27	04A	MASONRY - INTERIOR CAST STONE	250,000.00		(167,530.00)	82,470.00	81,984.00	-	-	81,984.00	99.4%	486.00	8,198.40
28	05A	INTERIORS ORNAMENTAL METALS	230,000.00		(140,000.00)	90,000.00	-	-	-	-	0.0%	90,000.00	-
29	06A	ROUGH CARPENTRY	211,677.00		55,000.00	266,677.00	264,647.12	-	-	264,647.12	99.2%	2,029.88	13,232.36
30	08D	DOORS, FRAMES, AND HARDWARE	1,606,746.00		193,340.72	1,799,886.72	1,371,937.24	53,418.48	-	1,425,355.72	91.0%	334,640.00	142,534.67
31	08E	SPECIAL DOORS	369,997.00		(136,000.00)	233,997.00	153,937.00	-	-	153,937.00	64.1%	86,060.00	7,695.85
	08X	SMOKE CONTAINMENT BARRIER	13,333.00		112,100.00	125,433.00	19,956.00	-	-	19,956.00	15.9%	105,477.00	1,996.80
	09A	METAL STUD FRAMING & DRYWALL / ACCOUSTICAL CEILINGS	3,717,093.00		760,032.45	4,497,125.45	4,458,908.63	22,293.94	-	4,490,202.57	99.8%	6,922.88	225,629.53
	10A	SPECIALTIES	956,541.00		(12,710.00)	943,971.00	390,813.00	-	-	390,813.00	69.8%	203,358.00	19,550.65
	10C	OPERABLE PARTITIONS	80,437.00			80,437.00	76,869.50	-	-	76,869.50	82.1%	3,567.50	7,686.95
	11A	EQUIPMENT (PARKING LIFTS)	491,705.00		(44,034.00)	427,717.00	400,683.20	-	-	400,683.20	91.5%	37,114.80	40,060.32
37	11B	KITCHEN EQUIPMENT	-	-	1,001,128.00	1,001,128.00	974,863.81	-	-	974,863.81	97.4%	26,174.19	48,747.63
38	13A	POOL	365,864.00		(54,044.00)	311,820.00	297,660.00	-	-	297,660.00	95.2%	14,310.00	14,378.00
39	14A	ELEVATORS	1,475,219.00		140,400.00	1,615,619.07	1,470,919.00	-	-	1,470,919.00	91.4%	144,700.07	147,091.90
40	14B	WHEEL CHAIR LIFT	15,000.00			15,000.00	-	-	-	-	0.0%	15,000.00	-
41								-					
42	MEP					-		-	-	-			
43	15B	HVAC & PLUMBING	8,018,143.00		729,093.33	8,747,236.32	8,727,319.14	-	-	8,727,319.14	99.8%	20,016.18	436,360.96
44	15D	FIRE PROTECTION	464,870.00			464,870.00	463,268.68	865.00	-	464,151.89	99.8%	718.12	46,415.19
45	16A	ELECTRICAL	3,963,782.00		585,842.31	4,549,624.31	4,482,455.19	26,098.62	-	4,508,453.81	99.1%	41,170.51	300,424.76
46	FINISHES							-		-			
47	06B	FINISH CARPENTRY & CUSTOM MILLWORK	2,195,485.00	-	635,853.73	2,745,338.73	2,590,126.99	132,710.00	2,321.00	2,716,173.00	98.9%	29,164.63	135,808.70
48	09B	FLOORING	397,147.00	-	22,510.00	419,657.00	258,947.17	94,162.08	-	353,109.25	91.1%	37,447.75	18,220.93
49	09D	PAINTING & WALLCOVER	619,814.00	-	372,298.14	992,112.14	913,667.00	18,186.44	-	931,853.44	93.9%	60,258.70	46,592.67
50	09E	STONE & HARD TILE	3,508,930.00	-	(52,414.82)	3,456,391.97	3,407,183.15	69,873.58	-	3,477,056.73	96.9%	39,335.24	173,648.84
51	OCO 1	RCO 1, RCO 4, RCO 5, RCO 6, RCO 8, RCO 10, RCO 12	-	274,953.15	(274,953.15)	-	-	-	-	-	#DIV/0!	-	-
52	OCO 2	RCO 3, RCO 7, RCO 11, RCO 15, RCO 32	-	80,241.74	(80,241.74)	-	-	-	-	-	#DIV/0!	-	-
53	OCO 3	RCO 14, RCO 27R1, RCO 59R, RCO 209R	-	1,648,791.54	(1,648,791.54)	-	-	-	-	-	#DIV/0!	-	-
54	OCO 4	RCO 17R1, RCO 49	-	12,874.68	(12,874.68)	-	-	-	-	-	#DIV/0!	-	-
55	OCO 5	RCO 22, RCO 28, RCO 33, RCO 47, RCO 50, RCO53, RCO 66, RCO 68, RCO 77, RCO 81		55,161.71	(55,161.71)	-	-	-	-	-	#DIV/0!	-	-
56	OCO 6	RCO 26, RCO 36, RCO 39, RCO 45, RCO 48, RCO 61, RCO 62, RCO 63, RCO 67, RCO 95		349,310.84	(349,310.84)	-	-	-	-	-	#DIV/0!	-	-
57	OCO 7	RCO 19, RCO 23R1, RCO 25, RCO 29R2, RCO 31, RCO 39, RCO 56, RCO 58, RCO 61, RCO 82, RCO 84, RCO 87, RCO 70, RCO 72, RCO 73R1, RCO 78, RCO 90, RCO 91, RCO 92, RCO 93, RCO 94, RCO 96, RCO 97, RCO 98, RCO 99, RCO 101, RCO 114, RCO 116, RCO 117, RCO 118, RCO 119, RCO 123, RCO 129, RCO 128, RCO 133, RCO 139		1,178,513.76	(1,178,513.76)	-	-	-	-	-	#DIV/0!	-	-
58	OCO 8	RCO 98R, RCO 104, RCO 105R4, RCO 111, RCO 113R1, RCO 125R1, RCO 127R1, RCO 135R1, RCO 133, RCO 136R2, RCO 143R2, RCO 145, RCO 147, RCO 149R2, RCO 150, RCO 163, RCO 165, RCO 157, RCO 165, RCO 170, RCO 173		1,156,837.97	(1,156,837.97)	-	-	-	-	-	#DIV/0!	-	-
59	OCO 9	RCO 61R, RCO 100R4, RCO 112, RCO 120, RCO 129, RCO 143, RCO 149R3, RCO 154, RCO 160R1, RCO 163, RCO 164, RCO 169R1, RCO 171.1, RCO 174, RCO 175R1, RCO 176, RCO 178, RCO 180, RCO 181, RCO 183, RCO 185, RCO 186, RCO 188, RCO 188R1, RCO 190, RCO 191, RCO 196, RCO 196, RCO 202, RCO 203R1, RCO 207, RCO 214, RCO 218, RCO 220		340,037.37	(340,037.37)	-	-	-	-	-	#DIV/0!	-	-
60	OCO 10	RCO 144, RCO 151R1, RCO 163, RCO 167, RCO 168, RCO 193, RCO 199R3, RCO 201R1, RCO 206, RCO 210, RCO 217, RCO 224, RCO 226, RCO 228, RCO 230, RCO 230R2, RCO 232, RCO 234		169,340.91	(169,340.91)	-	-	-	-	-	0	-	
61	OCO 11	Construction Change Directive - April Draw		10,997.00	(10,997.00)	-	-	-	-	-		-	
62	OCO 12	RCO 140, RCO 204R1, RCO 231, RCO 238		84,035.33	(84,035.33)	-	-	-	-	-		-	
63	OCO 13	Construction Change Directive - May Draw		33,945.00	(33,945.00)	-	-	-	-	-		-	
64	OCO 14	Construction Change Directive - June Draw		50,610.72	(50,610.72)	-	-	-	-	-	0	-	
65	OCO 15R1	Construction Change Directive - July Draw		66,784.76	(66,784.76)	-	-	-	-	-		-	
66	OCO 16R5	RCO 45R4, RCO 95T, RCO 182.4, RCO 219, RCO 225, RCO 241, RCO 243		206,760.37	(64,286.93)	117,473.24						117,473.24	
		SUBTOTAL	55,641,319.00	5,168,161.73	65,245.45	60,874,641.18	57,355,743.14	960,373.05	2,321.00	58,118,452.77	95.5%	2,756,377.41	2,918,292.44

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CONTINUATION SHEET
APPLICATION AND CERTIFICATE FOR PAYMENT
containing Contractor's signed certificate 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.

CONTINUATION G703

PROJECT # 13026000
PROJECT THE HOTEL AT MARION SQUARE
CHARLESTON, SC
0 LIBRARY ASSOCIATES, LLC.

APPLICATION NUMBER 48
PERIOD FROM 07/01/2018
PERIOD TO 07/31/2018

A	B	C				D	E	F	G	H	I	J
		COMMITMENT VALUES				WORK COMPLETED			TOTAL			
LINE	WORK DESCRIPTION	ORIGINAL AMOUNT	CHANGE ORDERS	BUDGET TRANSFERS	CURRENT AMOUNT	FROM PREVIOUS APPLICATION	THIS PERIOD	STORED MATERIALS	COMPLETE AND STORED TO DATE (D + E)	% COMPLETE (G/C)	BALANCE TO FINISH (C - G)	RETAINAGE
		->	->		->							
67	CONSTRUCTION CONTINGENCY (2.25%)	1,002,688.00	-	(66,741.45)	993,946.55	743,946.55		-	743,946.55	74.8%	250,000.00	74,394.66
68	SPECIALTY SPACE SUPERVISION - NISH	100,000.00	-	-	100,000.00	-	-	-	-	0.0%	100,000.00	-
69	GENERAL LIABILITY INSURANCE (1%)	553,295.00	99,178.84	-	651,455.84	648,656.49	2,799.35	-	651,455.84	100.0%	-	-
70	SUBGUARD (1.25%)	678,150.00	69,650.32	-	739,650.32	736,650.32	3,000.00	-	739,650.32	100.0%	-	-
	SUBTOTAL	66,974,564.00	6,264,077.89	(0.56)	63,243,553.89	59,370,815.61	873,537.87	2,327.00	60,333,710.48	95.1%	2,909,377.41	2,443,791.03
71	FEE (2.5%)	1,457,802.00	166,126.58		1,596,028.58	1,490,557.39	21,912.92	-	1,516,338.66	95.0%	79,023.20	151,801.50
	TOTAL CONSTRUCTION COST	58,537,548.89	5,430,154.57	(0.00)	63,559,423.57	60,370,263.87	937,464.53	2,327.00	61,770,715.48	97.1%	2,157,407.11	2,547,466.59
72	PRECONSTRUCTION FEE	46,773.00			46,773.00	46,773.00	-	-	46,773.00	100.0%	-	-
	TOTAL COST WITH PRECON	58,584,747.89	5,430,154.57	(0.00)	63,606,196.57	60,537,662.87	937,464.53	2,327.00	61,817,494.46	97.1%	2,157,407.11	2,547,466.59
		(219,000.00)			(350,000.00)				-	0.0%	(350,000.00)	-
73	BUYOUT REDUCTION CONTRIBUTION											
	GRAND TOTAL	58,365,747.89	5,430,154.57	(0.00)	63,256,196.57	60,537,662.87	937,464.53	2,327.00	61,817,494.46	97.7%	1,807,407.11	2,547,466.59

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Balfour Beatty
Construction

Request for Payment

Pay Request # PE25
Work Performed Through: 07/31/18

Subcontractor's Name: Palmetto Automatic Sprinkler Company, Inc.
Subcontractor's Address: 1862 Old Dunbar Rd.
West Columbia, SC 29172

Phone Number: 803-794-1602
Fax Number:

Project Name: Hotel at Marion Square Job No.: 13026400 Date: 07/13/18
Owner: Library Associates, LLC

Description of Work:	Fire Protection	
Original Contract Amount	$464,920.00	
Change Order Total Through C/O #: 1	$3,231.88	
Total Revised Contract	$468,151.88	
Previous Work Performed to Date(SSR)	$467,266.88	
Value of Materials Stored On Site	$0.00	
Value of Materials Stored Off Site	$0.00	
Current Month Gross	$885.00	
New Work Performed to Date	$468,151.88	
Less 10 % Retainage	$46,815.19	
Amount Earned to Date	$421,336.69	
Less Previous Net Billings	$420,540.19	
Less Adjustments/Joint Checks	$0.00	
Less Pending Back Charges	$0.00	
Total Amount this Requisition	$796.50	

Subcontract [X] Purchase Order [ ]
Other Contract Type:
Unit Price [ ] Lump Sum [X]
Bonded [ ] Unbonded [X]
Subguard [ ] Alternate Plan [ ]

Contract Increased 20%?	Y [ ]	N [X]
If yes, bond rider received	Y [ ]	N [ ]
EEO Reports Current	Y [ ]	N [ ]
Certified Payrolls Current	Y [ ]	N [ ]
Insurance Status	Finaled	
Insurance Expiration Date	10/01/18	
Release Attached	Y [ ]	N [ ]
Tier/Supplier Release if Required	Y [ ]	N [ ]
Reducing Retention	Y [ ]	N [ ]
If reducing retainage, reducing	From [ ]	To [X]
Consent of Surety for retention reduction if bonded	Y [ ]	N [ ]
New materials stored off site If yes, attach stored materials checklist	Y [ ]	N [X]
Final Payment If yes, see attached checklist	Y [ ]	N [X]

For Balfour Beatty Use Only:

	CO #	Vendor #	Job #	Contract No.
	50540	1348477	13026400	525443
Date	**Invoice #**	**Description**		
07/31/18	13026400 - PE25	13026400 . PE# PE25 . 18.07		
Gross Amount		**Retainage Amt**	**Net Amount**	
$885.00		$44.25	$796.50	
Trade Account?	**Tax Code**	**Pay Item & Cost Code**		**Accrue Tax?**
NO		400 51550000.40		NO

Hold Codes: 02- OWNER FUNDING Lower Tier Waivers/LTSched
PM APP

Owner Billing Number: 12
Owner Payment Rec'd Date:
Payment Terms: Pay When Paid
Pay Select #:

Approvals:
PM / Date
CA 07/13/18
PA / Date
APA / Date

APPLICAT. J AND CERTIFICATION FOR PAYMENT

IA DOCUMENT G702 PAGE ONE OF TWO PAGES

TO PRIME CONTRACTOR:
Balfour Beatty Construction
1930 Camden Rd, Charlotte, NC 28203

PROJECT:
Hotel at Marion Square

APPLICATION NO: 25

PERIOD TO: 7/31/18

Distribution to:
- ☐ OWNER
- ☐ ARCHITECT
- ☐ CONTRACTOR
- ☐ SUBCONTRACTOR
- ☐

FROM SUBCONTRACTOR:
Palmetto Automatic Sprinkler Co., Inc
PO Box 2927
West Columbia, SC 29171

VIA ARCHITECT:

PROJECT NOS: 13026000
615008

CONTRACT FOR: FIRE PROTECTION

CONTRACT DATE: 3/11/15

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM		$ 464,920.00
2. Net change by Change Orders		$ 3,231.88
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 468,151.88
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 468,151.88
5. RETAINAGE:		
a. ____ % of Completed Work (Column D + E on G703)	$ 46,815.19	
b. ____ % of Stored Material (Column F on G703)	$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 46,815.19
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$ 421,336.69
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 420,540.19
8. CURRENT PAYMENT DUE		$ 796.50
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		$ 46,815.19

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Subcontractor'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 Contractor, and that current payment shown herein is now due.

SUBCONTRACTOR: Palmetto Automatic Sprinkler Company, Inc

By: _____ Date: 7/13/18

State of: South Carolina County of: Lexington
Subscribed and sworn to before me this 13 day of July 2018
Notary Public: M. McCullough
My Commission expires: 1/23/24

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Contractor certifies to the Owner that to the best of the Contractor'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 Subcontractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... $ _____

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

CONTRACTOR:

By: _____ Date: _____

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

R - 15889

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CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION 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.

Hotel at Marion Square

APPLICATION NO: 25
APPLICATION DATE: 7/13/18
PERIOD TO: 7/31/18
13026000
615008

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	E WORK COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	G % (G ÷ C)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
1	Design	$32,545.00	$32,545.00			$32,545.00	100.00%		$3,254.50
2	Mobilization	$13,950.00	$13,950.00			$13,950.00	100.00%		$1,395.00
3	Site Work	$2,500.00	$2,500.00			$2,500.00	100.00%		$250.00
4	Fire Pump	$55,270.00	$55,270.00			$55,270.00	100.00%		$5,527.00
5	Standpipes	$33,960.00	$33,960.00			$33,960.00	100.00%		$3,396.00
6	Parking Floor Material	$21,792.00	$21,792.00			$21,792.00	100.00%		$2,179.20
7	Parking Floor Labor	$12,807.00	$12,807.00			$12,807.00	100.00%		$1,280.70
8	Parking Floor Test & Trim	$850.00	$765.00	$85.00		$850.00	100.00%		$85.00
9	1st Floor Material	$30,509.00	$30,509.00			$30,509.00	100.00%		$3,050.90
10	1st Floor Labor	$18,673.00	$18,673.00			$18,673.00	100.00%		$1,867.30
11	1st Floor Test & Trim	$1,050.00	$945.00	$105.00		$1,050.00	100.00%		$105.00
12	2nd Floor Material	$37,244.00	$37,244.00			$37,244.00	100.00%		$3,724.40
13	2nd Floor Labor	$23,468.00	$23,468.00			$23,468.00	100.00%		$2,346.80
14	2nd Floor Test & Trim	$1,200.00	$1,080.00	$120.00		$1,200.00	100.00%		$120.00
15	3rd Floor Material	$18,809.00	$18,809.00			$18,809.00	100.00%		$1,880.90
16	3rd Floor Labor	$12,653.00	$12,653.00			$12,653.00	100.00%		$1,265.30
17	3rd Floor Test & Trim	$1,000.00	$900.00	$100.00		$1,000.00	100.00%		$100.00
18	4th Floor Material	$18,809.00	$18,809.00			$18,809.00	100.00%		$1,880.90
19	4th Floor Labor	$12,653.00	$12,653.00			$12,653.00	100.00%		$1,265.30
20	4th Floor Test & Trim	$1,000.00	$900.00	$100.00		$1,000.00	100.00%		$100.00
21	5th Floor Material	$18,918.00	$18,918.00			$18,918.00	100.00%		$1,891.80
22	5th Floor Labor	$12,726.00	$12,726.00			$12,726.00	100.00%		$1,272.60
23	5th Floor Test & Trim	$1,000.00	$900.00	$100.00		$1,000.00	100.00%		$100.00
24	6th Floor Material	$13,091.00	$13,091.00			$13,091.00	100.00%		$1,309.10
25	6th Floor Labor	$8,987.00	$8,987.00			$8,987.00	100.00%		$898.70
26	6th Floor Test & Trim	$750.00	$675.00	$75.00		$750.00	100.00%		$75.00
27	7th Floor Material	$12,764.00	$12,764.00			$12,764.00	100.00%		$1,276.40
28	7th Floor Labor	$8,768.00	$8,768.00			$8,768.00	100.00%		$876.80

R - 15890

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CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION 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.

Hotel at Marion Square

APPLICATION NO: 25
APPLICATION DATE: 7/13/18
PERIOD TO: 7/31/18
13026000
615008

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	E WORK COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	G % (G ÷ C)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
29	7th Floor Test & Trim	$750.00	$675.00	$75.00		$750.00	100.00%		$75.00
30	8th Floor Material	$13,309.00	$13,309.00			$13,309.00	100.00%		$1,330.90
31	8th Floor Labor	$9,133.00	$9,133.00			$9,133.00	100.00%		$913.30
32	8th Floor Test & Trim	$750.00	$675.00	$75.00		$750.00	100.00%		$75.00
33	Roof Terrace Material	$7,764.00	$7,764.00			$7,764.00	100.00%		$776.40
34	Roof Terrace Labor	$4,968.00	$4,968.00			$4,968.00	100.00%		$496.80
35	Roof Terrace Test & Trim	$500.00	$450.00	$50.00		$500.00	100.00%		$50.00
36	Change Order #1	($1,956.12)	($1,956.12)			($1,956.12)	100.00%		($195.61)
37	Change Order #4	$1,312.00	$1,312.00			$1,312.00	100.00%		$131.20
38	Change Order #5	$3,876.00	$3,876.00			$3,876.00	100.00%		$387.60
	GRAND TOTALS	$468,151.88	$467,266.88	$885.00		$468,151.88	100.00%		$46,815.19

R - 15891

AIA DOCUMENT G703 CONTINUATION SHEET FOR G702 1992 EDITION AIA © 1992
THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE N.W. WASHINGTON D.C. 20006-5292

ELECTRONICALLY FILED - 2023 May 16 9:41 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

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Subcontractor's and Other Lower Tier's Conditional Partial Waiver and Release of Lien
(Upon Progress Payment)

KNOW ALL MEN BY THESE PRESENTS:

That Palmetto Automatic Sprinkler Company, Inc (the "Lienor") for and in consideration of the payment of the sum of $ 791.50 and other good and valuable consideration paid by Balfour Beatty Construction, LLC (the "Contractor") or Library Associates, LLC ("Owner"), receipt of which is hereby acknowledged, hereby releases, waives and quit claims to Contractor, the Owner, and their respective successors and assigns, all liens, lien rights, claims or demands of any kind whatsoever, which Lienor now has or might have against Contractor and/or Owner and/or the buildings and improvements on the premises legally described as: See Exhibit "A" attached hereto (the "Property") on account of labor and services performed and/or material furnished for the construction of any improvements thereon; except for retention, and open change order requests, claims or disputes identified as follows:

That the undersigned has the right and authority to execute this Conditional Partial Waiver and Release of Lien on behalf of the Lienor. That this is a waiver of all lien rights and other claims which Lienor has against the Property, the Contractor, and the Owner for all labor, material and services performed thereon, including all extras and change orders, that all laborers retained or employed by the Lienor for construction of improvements on the Property, all suppliers and sub-contractors of Lienor who have furnished labor, material and services for the undersigned for the construction of improvements on the Property, and all labor, services and materials used by the undersigned in the construction of said improvements, have been paid in full for work performed or materials supplied, up to and including the 31 day of July, 2018 excluding the items identified hereinabove, if any.

THE UNDERSIGNED ACKNOWLEDGES THAT THE CONTRACTOR AND OWNER AND OTHER PARTIES HAVE A RIGHT TO RELY UPON THIS WAIVER AND RELEASE AND THAT MAKING ANY FALSE STATEMENTS SHALL CONSTITUTE PERJURY AND PUNISHMENT CAN BE MADE IN ACCORDANCE WITH THE LAWS OF THE STATE OF SOUTH CAROLINA.

IN WITNESS THEREOF, I have hereunto set my hand seal this 13 day of July, 2018

Signed, sealed and delivered
in the presence of:

Joshua Langley
Signature
Andrea Seiler
Print Name

Palmetto Automatic Sprinkler Company, inc
a _____ corporation

Signature
Stephen Keene, Controller
Print Name & Title

STATE OF South Carolina

COUNTY OF Lexington

The foregoing instrument was acknowledged before me this 13 day of July, 2018 by Stephen Keene, Controller of PASC, a _____ corporation on, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

NOTARY PUBLIC, STATE OF South Carolina

My Commission Expires: 12/3/24

Client#: 233116 17PALMEAUT

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/27/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
BB&T - Boyle Vaughan Insurance
2000 Center Point Rd, Ste 2400
P. O. Box 8628, 29202
Columbia, SC 29210

CONTACT NAME: Brett Royer
PHONE (A/C, No, Ext): 803 748-0100 FAX (A/C, No): 877 467-7214
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Amerisure Insurance Company	19488
INSURER B: Scottsdale Insurance Company	41297
INSURER C: Endurance American Specialty In	41716
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Palmetto Automatic Sprinkler Co., Inc.
PO Box 2927
Cayce, SC 29171

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER POLICY [X] PRO-JECT [ ] LOC OTHER:			CPP2102583	10/01/2017	10/01/2018	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
							PRODUCTS - COMP/OP AGG	$2,000,000
								$
	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			CA2102584	10/01/2017	10/01/2018	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $			XLS0103310	10/01/2017	10/01/2018	EACH OCCURRENCE	$5,000,000
							AGGREGATE	$5,000,000
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC2102582	10/01/2017	10/01/2018	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
C	Excess Umbrella Liability			ELD300001692	10/01/2017	10/01/2018	$5,000,000 per Occur Aggr-Over Primary/ Umbrella Limit	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
REFERENCE: Job Number: 615008; Project: Hotel at Marion Square

CERTIFICATE HOLDER
Balfour Beatty Construction, LLC
3100 McKinnon Street 10th Floor
Dallas, TX 75201

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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DEFENDANT LIBRARY ASSOCIATES, LLC'S

TRIAL EXHIBIT #59

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TAB 11



ELECTRONICALLY FILED - 2023 May 16 9:41 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

OWNER	**LIBRARY ASSOCIATES, LLC.** 17 Lockwood Drive, Suite 400 Charleston, SC 29401	PROJECT	**THE HOTEL AT MARION SQUARE** 404 KING STREET CHARLESTON, SC 29403	APPLICATION PERIOD FROM PERIOD TO	41 08/01/2018 08/31/2018
CONTRACTOR ADDRESS	**Balfour Beatty Construction, LLC** 1930 Camden Rd Charlotte, NC 28203	ARCHITECT ADDRESS PHONE #	**WINFORD LINDSAY ARCHITECT** 344 West Pike Street Lawrenceville, GA 30046 770-407-5796	VENDOR #: ARCHITECT'S PROJECT NO	
CONTRACT	**THE HOTEL AT MARION SQUARE** (Project #13026000)				

DISTRIBUTION TO:
- [X] OWNER
- [X] CONTRACTOR
- [X] ARCHITECT
- [ ] ENGINEERS

CONTRACT DATE	**2/18/2015**
NTP DATE	**3/19/2015**
CONTRACT COMPL DATE	**8/19/2017**

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner			
TOTAL		$ 5,430,154.57	
Approved this Month			
No.	Date Approved		
17R2		$ 56,105.80	
TOTALS		$ 56,105.80	$ -
Net change by Change Orders:		$ 5,486,260.37	

The undersigned Contractor certifies that to the best of the Contractor's knowledge information and belief the Work covered by this Appliction 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: **Balfour Beatty Construction, LLC.**

By: [signature] Date: 8/29/18

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

1. **ORIGINAL CONTRACT SUM**			$ 59,344,747.00
2. **Net change by Change Orders**			$ 5,486,260.37
3. **CONTRACT SUM TO DATE (Line 1 + 2)**			$ 64,831,007.37
4. **TOTAL COMPLETED & STORED TO DATE** (Column G on G703)			$ 62,979,095.45
5. **RETAINAGE:**			
a.	Completed Work	$ 3,470,849.19	
b.	Stored Materials	$ 4,742.90	
Total Retainage (Line 5a + 5b or Total in Column J of G703)			$ 3,475,592.09
6. **TOTAL EARNED LESS RETAINAGE** (Line 4 less Line 5 Total)			$ 59,503,503.36
7. **LESS PREVIOUS CERTIFICATES FOR PAYMENT** (Line 6 from prior Certificate)			$ 58,242,006.47
8. **CURRENT PAYMENT DUE**			$ 1,261,496.89
9. **BALANCE TO FINISH, PLUS RETAINAGE** (Line 3 less Line 6)			$ 5,327,504.01

State of: South Carolina County of: Charleston

Subscribed and sworn to before me this 29 day of August 2018

Notary Public: Nicholas Wegener

My commission expires: 7/22/2026

NICHOLAS WEGENER NOTARY PUBLIC SOUTH CAROLINA COM. EXP. 07/22/2026

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 their 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 $ 1,261,496.89

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

ARCHITECT: WINFORD LINDSAY ARCHITECT

By: [signature] Date: 9.7.18

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.

G702-1983

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DEFENDANT LIBRARY ASSOCIATES, LLC'S

TRIAL EXHIBIT #63

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TAB 15



Area CAR CAROLINAS
Project Number 13026000 HOTEL AT MARION SQUARE
Job Number 13026400 MARION SQUARE COW

Description 1	Description 2	Change Ord. No. / Doc No.	Line Type	Current Total Amount	Contract Amount	Amount Invoiced	Amount Paid	Amount Retained	Open Amount	Check# / Contract Bal.	C/O Date / Inv G/L Date / Check Date
Vendor 1348477 PALMETTO AUTOMATIC SPRINKLER C											
Subcontract Type and Number: OS 525443											
Account Number: 13026400.42040.51550000											
SUB-FIRE PROTECTION	C:004 FIRE PROTECTION	000	J	464,920.00	464,920.00						05/07/2015
Account Number: 13026400.42040.51550000											
CCO:004-01	CCO:004-01 FIRE PUMP CHANGE	001	J	(1,956.12)	(1,956.12)						11/23/2015
Account Number: 13026400.42040.51550000											
CCO:004-04	CCO:004-04 INSTALL FLANGE ON F	002	J	1,312.00	1,312.00						04/18/2017
Account Number: 13026400.42040.51550000											
CCO:004-05	CCO:004-05 SUPPLEMENTAL INSTRU	003	J	3,876.00	3,876.00						10/18/2017
	Total Change Orders				3,231.88						
13026400.PE#01	MARION SQUARE 10/31/15	1183497	PS			16,272.50	14,645.25	1,627.25	.00		
										41895	12/14/2015
13026400.PE#02	MARION SQUARE 02/29/16	1244488	PS			8,136.00	7,322.40	813.60	.00		
										84438	04/20/2016
13026400.PE#03	MARION SQUARE 03/31/16	1261281	PS			3,254.00	2,928.60	325.40	.00		
										92414	05/20/2016
13026400PE04	Hotel at Marion Square	1325201	PS			73,066.00	65,759.40	7,306.60	.00		
										112612	08/10/2016
13026400PE05	Hotel at Marion Square	1325205	PS			26,216.00	23,594.40	2,621.60	.00		
										120112	09/12/2016
13026400PE06	Hotel @ Marion Square	1351725	PS			34,801.00	31,320.90	3,480.10	.00		
										134845	11/10/2016
13026400PE07	Marion Square Hotel	1368821	PS			75,044.00	67,539.60	7,504.40	.00		
										142187	12/15/2016

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Area	CAR	CAROLINAS
Project Number	13026000	HOTEL AT MARION SQUARE
Job Number	13026400	MARION SQUARE COW

Description 1	Description 2	Change Ord. No. / Doc No.	Line Type / Type	Current Total Amount	Contract Amount	Amount Invoiced	Amount Paid	Amount Retained	Open Amount	Check# / Contract Bal.	C/O Date / Inv G/L Date / Check Date
13026400PE08	Marion Hotel	1382495	PS			16,071.00	14,463.90	1,607.10	.00		
13026400PE09	Marion Square Hotle	1396565	PS			39,821.00	35,838.90	3,982.10	.00	148720	01/12/2017
13026400PE10	Hotel @ Marion Square	1412978	PS			27,579.00	24,821.10	2,757.90	.00	157025	02/16/2017
13026400PE11	Hotel at Marion Square	1425835	PS			43,370.00	39,033.00	4,337.00	.00	165369	03/22/2017
13026400PE12	Hotel at Marion Square	1443325	PS			26,731.00	24,057.90	2,673.10	.00	171988	04/18/2017
13026400PE13	Hotel at Marion Square	1457475	PS			10,060.50	9,054.45	1,006.05	.00	179042	05/17/2017
13026400PE14	Hotel at Marion Square	1476757	PS			12,535.00	11,281.50	1,253.50	.00	190732	07/03/2017
13026400PE15	Hotel at Marion Square	1492496	PS			7,923.00	7,130.70	792.30	.00	196092	07/24/2017
13026400PE16	Hotel at Marion Square	1509959	PS			16,489.00	14,840.10	1,648.90	.00	202471	08/17/2017
13026400PE17	Marion Square	1524810	PS			2,866.00	2,579.40	286.60	.00	214387	10/05/2017
13026400PE18	Marion Square	1545780	PS			3,551.00	3,195.90	355.10	.00	220900	11/01/2017
										231085	12/13/2017

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Area CAR CAROLINAS
Project Number 13026000 HOTEL AT MARION SQUARE
Job Number 13026400 MARION SQUARE COW

Description 1	Description 2	Change Ord. No. / Doc No.	Line Type	Current Total Amount	Contract Amount	Amount Invoiced	Amount Paid	Amount Retained	Open Amount	Check# / Contract Bal.	C/O Date / Inv G/L Date / Check Date
13026400PE19	Hotel at Marion Square	1555028	PS			2,639.00	2,375.10	263.90	.00		
										231085	12/13/2017
13026400PE20		1628523	P4			6,939.20	.00	693.92	6,245.28		02/19/2018
13026400PE21	Hotel @ Marion Square	1653365	PS			640.35	.00	64.04	576.31		03/26/2018
13026400PE22	Marion Square	1674664	PS			9,081.68	.00	908.16	8,173.52		04/25/2018
1326400PE23	Hotel @ Marion Square	1694653	PS			2,853.15	.00	285.32	2,567.83		05/24/2018
13026400PE24	Marion Square-June	1714205	PS			1,327.50	.00	132.75	1,194.75		06/27/2018
13026400PE25	Marion Square-July	1734040	PS			885.00	.00	88.50	796.50		07/27/2018
TOTAL FOR PO.	525443			468,151.88	468,151.88	468,151.88	401,782.50	46,815.19	19,554.19		.00
TOTAL FOR VENDOR	1348477			468,151.88	468,151.88	468,151.88	401,782.50	46,815.19	19,554.19		.00

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Marion Square Hotel
Subcontractor: PASCO
Original Contract: $464,920.00
Approved Change Orders (Thru 05): $3,231.88
Current Contract Value: $468,151.88
Internal Change Order Amount: ($107,261.19)
Final Contract Amount: $360,890.69
Claim Amount: $145,948.00 *Final value TBD based on owner settlement*

Folder #	CO #	Date	Description	Value	Claim	BBC Settlement Offer	Comments
1	6	2/14/18	RFI 1063 OPERABLE WALL SOFFIT	$ 1,264.00			NOT EXECUTED IN PASCO'S COURT
2	7	2/14/18	CONCEALED SPRINKLER HEAD PATCH PAINTING	$ (9,165.00)			NOT EXECUTED IN PASCO'S COURT
3	8	10/31/18	QUANTUM BACKCHARGE TO PASCO FOR PAINING	$ (27,997.09)			NOT EXECUTED IN PASCO'S COURT
4	9	3/6/19	QUANTUM BACKCHARGES	$ (2,028.60)			NOT EXECUTED IN PASCO'S COURT
5	TBD		LEVEL5 PATCHING SHEET ROCK AT VARIOUS AREAS (SEE REPORT)	$ (26,544.00)			1ST L5 INVOICE. DOES NOT INCLUDE INVOICE #2. (READY TO SEND)
	TBD		LEVEL5 PATCHING AFTER CONCEALED HEADS (GUESTROOMS ONLY)	$ (30,776.00)			INCLUDES MATERIAL AND LABOR (READY TO SEND)
			CCD27 GARAGE RAMP ADDITIONAL HEADS	$ -	$ 16,165.00		BBC RESPONDED THAT IT NEEDED TO BE COMPLETED ON T&M. PASCO FAILED TO RESPOND, DID NOT TRACK T&M. *ADDED TO RCO 279, INCLUDED IN CLAIM
6			REPLACE PAINTED HEADS L3, L4, L5	$ 14,758.00			BBC REJECTED THIS PROPOSAL AND CONFIDENT WORK WAS NOT PERFORMED. BBC WAS VERY CLEAR THAT WORK WAS TO BE ON T&M. SEE EMAIL WHERE DS ASKED THEM TO BRING HEADS FOR PROOF.
7			CCD#3 - CUSTOM PLATES AND LIFT	$ -	$ 10,542.00		IN RCO 279 (CLAIM/LIEN CCD)
			CCD#3 - LABOR CUSTOM SPRINKLER HEADS	$ -	$ 5,865.00		IN RCO 279 (CLAIM/LIEN CCD)
			EXTENDED CONDITIONS (CLAIM)		$ 113,376.00		ADDED TO CLAIM, NO BACK UP OR EXPLANATION PROVIDED
8			POUR FIRE PUMP PAD (FROM LITHKO)	$ (1,233.00)			
			SPRINKLER PATCHING 6/23/17-7/2/17	$ (1,588.00)			
			SPRINKLER PATCHINGEWO 7/11/17 - 7/17/17	$ (1,343.00)			
			SPRINKLER PATCHING EWO 8/30/17 - 9/20/17	$ (418.00)			
9			FIRE CAULK FOR PASCO L3	$ (662.00)			
			DAMAGED DUCT ON L9 ATTIC SPACE (SPLIT WITH WATSON)	$ (6,770.50)			
			DELAYS DUE TO PATCHING	NOT INCLUDED			SIGNIFICANT DELAYS DUE TO PASCO, SEE NOTICE FILE
10			DELAYS DUE TO MANPOWER	NOT INCLUDED			SIGNIFICANT DELAYS DUE TO PASCO, SEE NOTICE FILE
			REMOVE REJECTED PAINTED HEADS	$ (14,758.00)			
			Total	$ (107,261.19)	$ 145,948.00	$ -	

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Balfour Beatty
Construction

Marion Square Hotel		
Subcontractor:	PASCO	
Original Contract:	$464,920.00	
Approved Change Orders (Thru 05):	$3,231.88	
Current Contract Value:	$468,151.88	
Internal Change Order Amount:	($107,261.19)	
Final Contract Amount:	$360,890.69	
Claim Amount:	*$145,948.00*	*Final value TBD based on owner settlement*

CO #	Date	Description	Value	Claim	BBC Settlement Offer	Comments
6	2/14/18	RFI 1063 OPERABLE WALL SOFFIT	$ 1,264.00			NOT EXECUTED IN PASCO'S COURT
7	2/14/18	CONCEALED SPRINKLER HEAD PATCH PAINTING	$ (9,165.00)			NOT EXECUTED IN PASCO'S COURT
8	10/31/18	QUANTUM BACKCHARGE TO PASCO FOR PAINING	$ (27,997.09)			NOT EXECUTED IN PASCO'S COURT
9	3/6/19	QUANTUM BACKCHARGES	$ (2,028.60)			NOT EXECUTED IN PASCO'S COURT
TBD		LEVEL5 PATCHING SHEET ROCK AT VARIOUS AREAS (SEE REPORT)	$ (26,544.00)			1ST L5 INVOICE. DOES NOT INCLUDE INVOICE #2. (READY TO SEND)
TBD		LEVEL5 PATCHING AFTER CONCEALED HEADS (GUESTROOMS ONLY)	$ (30,776.00)			INCLUDES MATERIAL AND LABOR (READY TO SEND)
		CCD27 GARAGE RAMP ADDITIONAL HEADS	$ -	$ 16,165.00		BBC RESPONDED THAT IT NEEDED TO BE COMPLETED ON T&M. PASCO FAILED TO RESPOND, DID NOT TRACK T&M. *ADDED TO RCO 279, INCLUDED IN CLAIM
		REPLACE PAINTED HEADS L3, L4, L5	$ 14,758.00			BBC REJECTED THIS PROPOSAL AND CONFIDENT WORK WAS NOT PERFORMED. BBC WAS VERY CLEAR THAT WORK WAS TO BE ON T&M. SEE EMAIL WHERE DS ASKED THEM TO BRING HEADS FOR PROOF.
		CCD#3 - CUSTOM PLATES AND LIFT	$ -	$ 10,542.00		IN RCO 279 (CLAIM/LIEN CCD)
		CCD#3 - LABOR CUSTOM SPRINKLER HEADS	$ -	$ 5,865.00		IN RCO 279 (CLAIM/LIEN CCD)
		EXTENDED CONDITIONS (CLAIM)		$ 113,376.00		ADDED TO CLAIM, NO BACK UP OR EXPLANATION PROVIDED
		POUR FIRE PUMP PAD (FROM LITHKO)	$ (1,233.00)			
		SPRINKLER PATCHING 6/23/17-7/2/17	$ (1,588.00)			
		SPRINKLER PATCHINGEWO 7/11/17 - 7/17/17	$ (1,343.00)			
		SPRINKLER PATCHING EWO 8/30/17 - 9/20/17	$ (418.00)			
		FIRE CAULK FOR PASCO L3	$ (662.00)			
		DAMAGED DUCT ON L9 ATTIC SPACE (SPLIT WITH WATSON)	$ (6,770.50)			
		DELAYS DUE TO PATCHING	NOT INCLUDED			SIGNIFICANT DELAYS DUE TO PASCO, SEE NOTICE FILE
		DELAYS DUE TO MANPOWER	NOT INCLUDED			SIGNIFICANT DELAYS DUE TO PASCO, SEE NOTICE FILE
		REMOVE REJECTED PAINTED HEADS	$ (14,758.00)			
		Total	$ (107,261.19)	$ 145,948.00	$ -	

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DEFENDANT LIBRARY ASSOCIATES, LLC'S

TRIAL EXHIBIT #64

ELECTRONICALLY FILED - 2023 May 16 11:02 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

TAB 2



ELECTRONICALLY FILED - 2023 May 16 11:02 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

PREMIER EXTERIORS LLC
STUCCO | EIFS | SIDING | STONE

3087 Argent Boulevard. Ridgeland, SC. 29936
843.645.6920 Voice 843.643.6961 Fax
www.premierexteriorsllc.com

11/16/16

Tim Spano-Balfour Beatty Construction
Nicholas Starcevic- Balfour Beatty Construction

After reviewing site conditions and speaking with advisors about the very conditions it has been pre-determined by BBC that our initial start date be pushed back and our scheduled start date be reformed. Because of such events, the following notice needs to be addressed before work commences. To be clear Premier Exteriors durations has not been affected at this time and there has been no monetary damages to the delayed start. However, if our durations are shortened, scaffolding is needed to stay erected longer, or our scope is increased, there will be a cost associated with it.

According to article 3, section (C) of our contract; we have been thoroughly consistent with notifying, in writing, site conditions and addressing those concerns with BBC. For example, the slab protruding out past the face of block in many areas, will have to plumbed and brought into the same plane. Also a significant amount of block mortar pushed out of the joints and not cleaned up. These deficiencies alone will make waterproofing unsuccessful until alterations are made.

According to article 4, section (B); *"Contractor may require Subcontractor to prosecute its Work in such sequence as the progress of other subcontractors and the current Project Schedule dictate, with payment for additional costs and/ or grants of additional time only as specified in **Articles 4.D** through 4.G."*

Furthermore article 4, section (D); *"Contractor will be liable for overtime or acceleration costs under this Article 4.D only to the extent caused by the gross negligence of Contractor in scheduling the Work with the work of other subcontractors. In that case, Contractors will pay Subcontractor for reasonable and demonstrable overtime wages (plus taxes, benefits, bond and*

insurance costs on those overtime wages) and increased material and equipment costs. To the extent that Contractor orders acceleration or overtime due to the acts or omissions of another subcontractor, Contractor will present Subcontractor's claims to the responsible party and Subcontractors costs are recoverable only to the extent that they are paid by other subcontractors."

The underlined statement above, applies to the fact that the subcontractor before us have not allowed us to start and/or has delayed work from proceeding on time. If our duration is shortened, scaffolding erected longer, and/or scope increased due to the "omissions" of the masons neglect to properly prepare the CMU walls there will be cost associated with such an occurrence.

Please respond to this notice for potential claim(s) for additional time or compensation arising from delays caused by Subcontractors before us. If you have any questions or concerns please contact Premier Exteriors, LLC.

Sincerely,

Ryan O'Shaughnessy

Digitally signed by Ryan O'Shaughnessy
DN: cn=Ryan O'Shaughnessy, o=Premier Exteriors, ou, email=ryan@premierexteriorsllc.com, c=US
Date: 2016.11.16 11:46:39 -05'00'

Premier Exteriors, LLC
Office: 843-645-6920
Fax: 843-645-696
Cell: 843-226-4696
3087 Argent Blvd.
Ridgeland, SC 29936
www.premierexteriorsllc.com

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843.645.6920 Voice 843.643.6961 Fax
www.premierexteriorsllc.com

3/1/2017

Tim Spano-Balfour Beatty Construction
Nicholas Starcevic- Balfour Beatty Construction

This notice is a follow up from the previous notice sent to BBC dating back to 11/16/16. At that time it was determined that Premier Exteriors durations were not affected. However due to added scope and the start date continuing to push even further, we feel that it is crucial we address our scope and schedule needed to complete the job.

The original start date was mid-July, based on the May 19th 2016 schedule update. As of 2/28/17 the current schedule has us starting scaffold on the east side March 6, 2017. BBC has been made aware of the additional scope to fix the CMU and slab conditions to make the substrate acceptable for the *STO ExtraSeal* system. Per the original scope we need six months to complete the job. With that being said, starting March 6th that will have us finishing our contracted scope in the beginning of September. We now have an added scope of work which will prolong that duration and extend past September. Premier Exteriors will not be responsible for liquidated damages due to us not starting the job on time and having additional scope added, which is outside of Premier Exteriors control.

We also want it to be noted that there have been several discussions between BBC and Premier Exteriors regarding what actions needed to be addressed on the CMU and slab for Premier Exteriors to start its contracted scope, such discussions are attached.

If you have any questions or concerns please contact Premier Exteriors, LLC.

Sincerely,

Ryan O'Shaughnessy

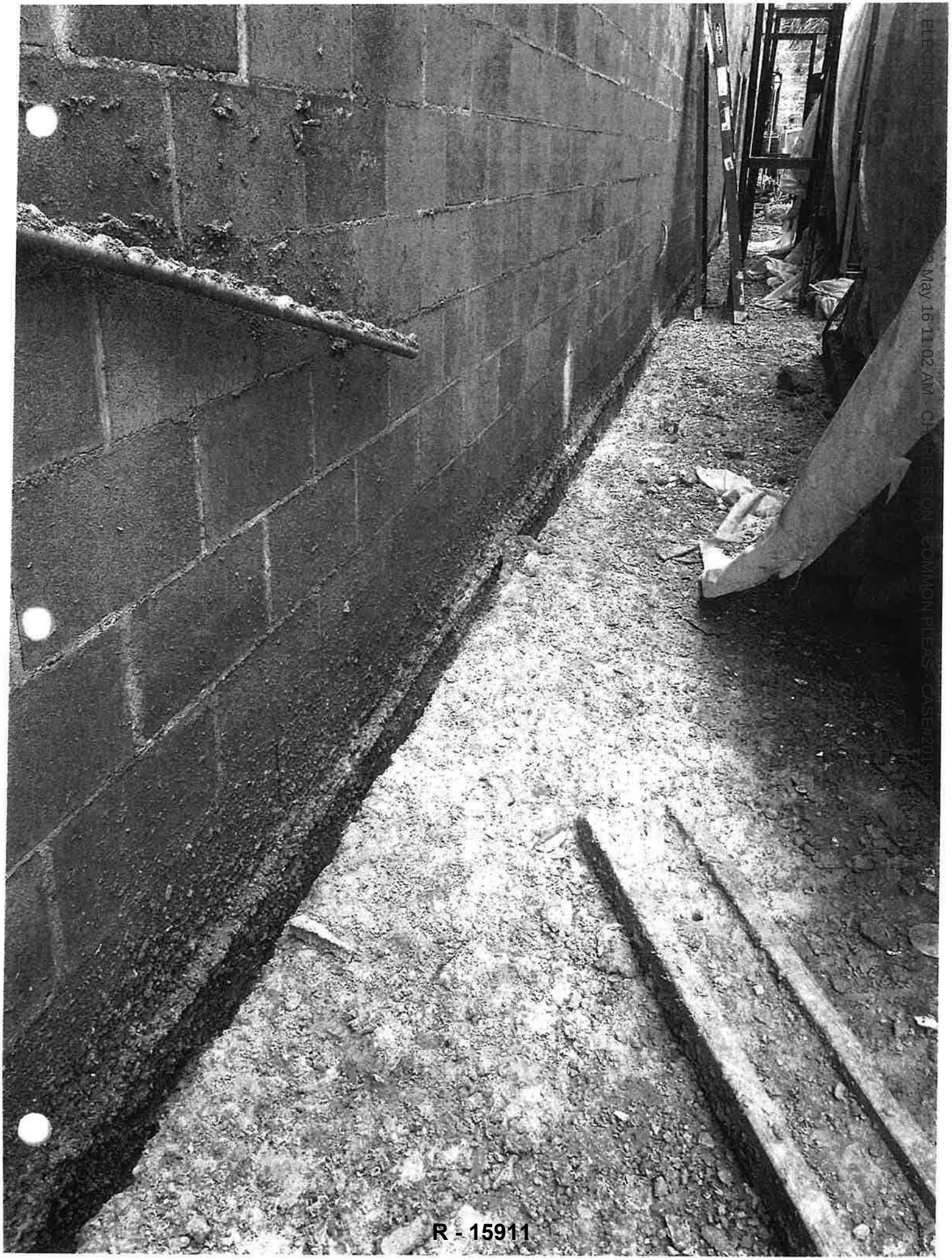
Digitally signed by Ryan O'Shaughnessy
DN: cn=Ryan O'Shaughnessy, o=Premier Exteriors, ou, email=ryan@premierexteriorsllc.com, c=US
Date: 2017.03.01 17:18:29 -05'00'

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ELECTRONICALLY FILED - 2023 May 16 10:27 AM - CHAMPAIGN - COMMON PLEAS - CASE#2019CP1001108



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ELECTRONICALLY FILED - 2023 May 16 11:02 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1000108

Catherine Herzer

From: Ryan O'Shaughnessy
Sent: Monday, October 31, 2016 2:24 PM
To: timspano@Balfourbeattyus.com; NStarcevic@Balfourbeattyus.com; DRicci@Balfourbeattyus.com; PWaterfield@Balfourbeattyus.com; RLedford@Balfourbeattyus.com
Cc: Justin Harvey (justinh@premierexteriorsllc.com); 'Jay Bremer (jayb@premierexteriorsllc.com)'
Subject: 10/27 Site Walk

Guys,

The link below shows some of the images we took on our walk on 10/27. Most of which you are already aware of but some new findings need to be addressed before our start date and can be further discussed Wednesday when we meet. One note that is almost apparent in all pictures, is the way in which the block is laid, making it near impossible for us to properly waterproof those areas. Again, we can discuss in detail when we meet up but we wanted to give you a chance to look at them prior to Wednesdays meeting.

https://files.acrobat.com/a/preview/761017cb-8df6-438f-8c2e-683058d26c4f

Thanks,

Ryan O'Shaughnessy
Project Manager
Premier Exteriors, LLC
Cell: 843-226-4696
Office: 843-645-6920
Fax: 843-645-6961
ryan@premierexteriorsllc.com
3087 Argent Blvd.
Ridgeland, SC 29936
www.premierexteriorsllc.com
PREMIER EXTERIORS LLC
STUCCO | EIFS | SIDING | STONE

"To empower people to perform and provide unmatched quality and reliable service"

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843.645.6920 Voice 843.643.6961 Fax
www.premierexteriorsllc.com
3087 Argent Blvd.

3/21/17

Mike Baumbach, Senior Vice President
Balfour Beatty Construction
1930 Camden Road
Charlotte, NC 28203

And

Tim Spano-Balfour Beatty Construction (VIA EMAIL ONLY)
Nicholas Starcevic- Balfour Beatty Construction (VIA EMAIL ONLY)

Re: Marion Square Hotel Charleston CMU Wall Deficiencies

In follow up to the multiple communications between Premier Exteriors, LLC ("Premier") and Balfour Beatty Construction ("BBC") regarding the above-referenced deficiencies, this notice summarizes Premier's positions on the matter and sets forth the requisite terms upon which Premier will agree to proceed with work on this project.

As you are aware, the CMU walls and related site conditions resulting from others' work have been a concern for Premier since Premier first pre-walked the job site with BBC on June 20, 2016. Premier voiced its many criticisms of those conditions to BBC during the pre-walk and reiterated them in subsequent meetings and discussions with BBC. The deficiencies identified by Premier include, but are not limited to, the following: (1) masonry subcontractor's failure to install CMU block even with slab edge; (2) masonry subcontractor's installation of excessive block mortar/failure to clean excess mortar from joints, (3) masonry subcontractor's

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failure to install expansion joints in the proper locations so that they line up from floor to floor, (4) masonry subcontractor's use of non-shrink mortar to fill misplaced expansion joints and (5) masonry subcontractor's failure to completely cut the corrected expansion joints all the way through the block. Premier has documented its observations of the deficiencies in multiple emails and written communications to BBC which included representative photographs (see attached).

In an effort to assist BBC in addressing the uneven walls, Premier communicated with BBC and STO regarding potential solutions. After discussion, the original proposal was to use STO Overhead Mortar to help level the walls. However, STO recently advised Premier that STO will not warrant the product on this project due to the inconsistent depths throughout the walls and the fact that STO has not tested STO Overhead Mortar in conjunction with the STO ExtraSeal system. Based on STO's refusal to provide a warranty, Premier is likewise unwilling to warrant the installation of the STO Overhead Mortar. As such, to the extent BBC directs Premier to proceed with installation of STO Overhead Mortar, BBC acknowledges and agrees that Premier shall have no warranty obligations with respect to same. Premier's subcontract with BBC shall be deemed to be modified accordingly by virtue of BBC's direction to proceed with this modified scope of work.

Another of the above-referenced site conditions that will impact Premier's warranty involves the expansion joints installed by the masonry subcontractor. The expansion joints in the block do not line up from floor to floor. The masonry subcontractor has undertaken to fill improperly placed expansion joints with a non-shrink mortar. Further, the masonry subcontractor has attempted to cut expansion joints in the correct locations, but they are not all the way through the block. Due to these improper site conditions, Premier will not warranty any stucco cracks in these expansion joint locations. By directing Premier to proceed with this work, BBC acknowledges and agrees that Premier shall have no warranty obligations with respect to same. Premier's subcontract with BBC shall be deemed to be modified accordingly by virtue of BBC's direction to proceed with this modified scope of work.

Moreover, the added scope of work to address the various conditions identified above (including, but not limited to: (1) cleaning the walls of loose block mortar/spillage, (2) leveling areas of the walls that are not plumb and that are inconsistent at the slab edges and (3) lathing over STO overhead mortar) will prolong Premier's overall duration on the Project. Per the originally agreed upon scope of work, Premier required six months to complete the job with two elevations set with scaffold for three months. Upon completion of those elevation, the remaining two elevations would be set for three months. However, notwithstanding the additional work proposed to be taken on by Premier as a result of the CMU deficiencies, per the most recent schedule received, Premier's duration for completing the job has already been accelerated to four and half months. Premier reminds BBC of its first notice dating back to 11/16/16 (attached), "if our duration is shortened, scaffolding erected longer, more man power, more than 2 elevations of scaffolding set, and/or scope increased there will be a cost associated with it." Premier will not move forward with continued work until such acceleration costs have

been agreed upon. It is requested that BBC contact Premier as soon as possible to address the acceleration cost issues raised herein. Furthermore Premier has agreed to let other trades work on its scaffolding as long as an officer of that company has signed a scaffolding waiver. If the other trades working on the scaffolding exceed their durations BBC has given them in the construction schedule, there will be a per day charge as long as the scaffold stays erected.

Finally, this shall confirm Premier's agreement to front the $3,000.00 deposit to BBC's third party consultant, Burleigh Withers, to expedite payment so as to prevent any delays. Premier agrees to make this payment with the understanding that Withers will be contracting directly with BBC and that Premier will have no contractual obligations to Withers.

Sincerely,

Premier Exteriors, LLC
Office: 843-645-6920
Fax: 843-645-6961

Ridgeland, SC 29936
www.premierexteriorsllc.com

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From: Justin Harvey
To: Ryan O'Shaughnessy; Jay Bremer
Subject: FW: Marion Square Hotel - CMU Build-up
Date: Monday, April 17, 2017 12:59:41 PM

Ryan,

Please save this.

Thanks,

Premier Exteriors, LLC
Office 843-645-6920
Fax 843-645-6961
Cell 843-247-2762
3087 Argent Blvd.
Ridgeland, SC 29936
www.premierexteriorsllc.com

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"To empower people to perform and provide unmatched quality and reliable service"

From: Spano, Tim [mailto:timspano@Balfourbeattyus.com]
Sent: Monday, April 17, 2017 10:47 AM
To: Justin Harvey <justinh@premierexteriorsllc.com>
Subject: Marion Square Hotel - CMU Build-up

Justin, The Buildup process to correct imperfections or vertical surfaces that are out of alignment is a necessary process to help eliminate the visual affects of installing a direct applied STO stucco. BBC has requested a third party instructor to train Premier Exteriors of the build up application process to help insure proper bonding. The third party Instructor "Burleigh" is not the responsibility of Premier Exteriors and is being paid for by BBC through a Premier Exterior Change Order. I also acknowledge that STO does and will not warranty the direct applied stucco over any buildup areas that will be properly documented once the exterior is surveyed after any buildup is applied and therefore Premier Exteriors can't warranty any areas that STO does not warranty. STO does warranty the use of lath directly applied to CMU or concrete behind the STO direct applied and those areas will be properly documented also so that any non warranted areas are clear to all parties prior to the STO product being applied. I will formally respond to the STO letter sent about the non warranty of STO over Buildup areas after all buildup areas are surveyed but wanted to send this prior to the starting of any buildup application. Thanks

Tim Spano | Sr. Project Manager **Carolina's**

office: 843.974.4590 | mobile: 813.917.1656 |
email: [redacted]
Balfour Beatty Construction | www.balfourbeattyus.com
306 Meeting St., Suite 300, Charleston, SC 29401
Connect with us: Facebook | Twitter | YouTube | LinkedIn

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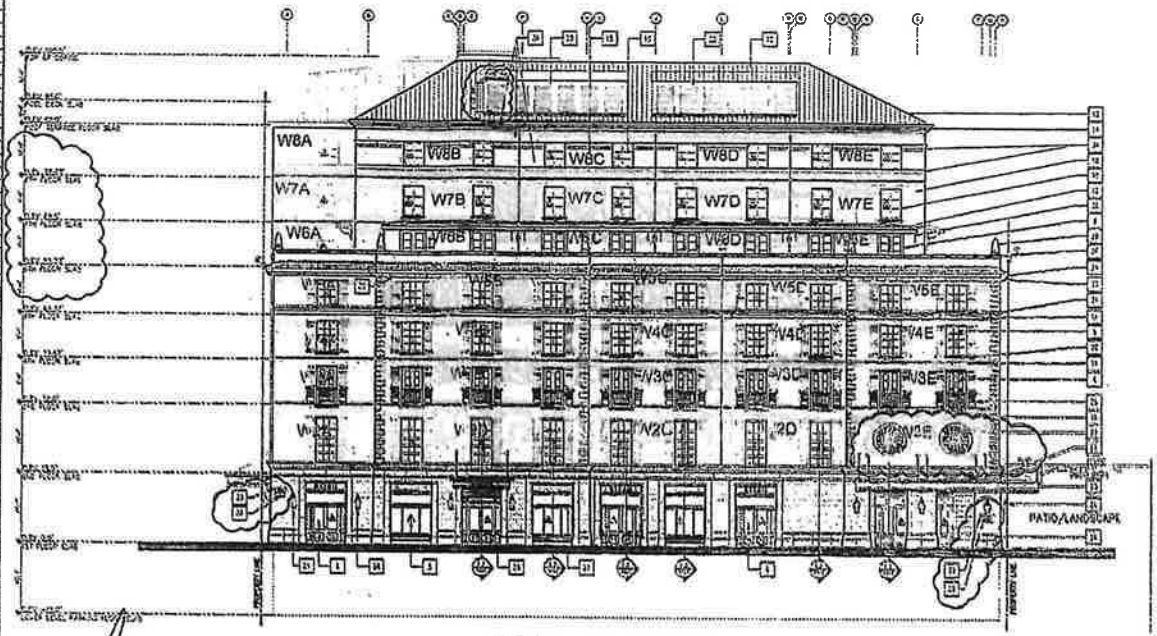
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R - 15920

KEYED ELEVATION NOTES

EXTERIOR FINISH MATERIALS LEGEND

RFI 0074 - Building Stucco Colors



WEST ELEVATION

Central Area
HB Product used

WINFORD LINDSAY ARCHITECT

LIBRARY ASSOCIATES, LLC

RICE HILL BUILDING 17 LOCKWOOD DRIVE CHARLESTON, SC 29401

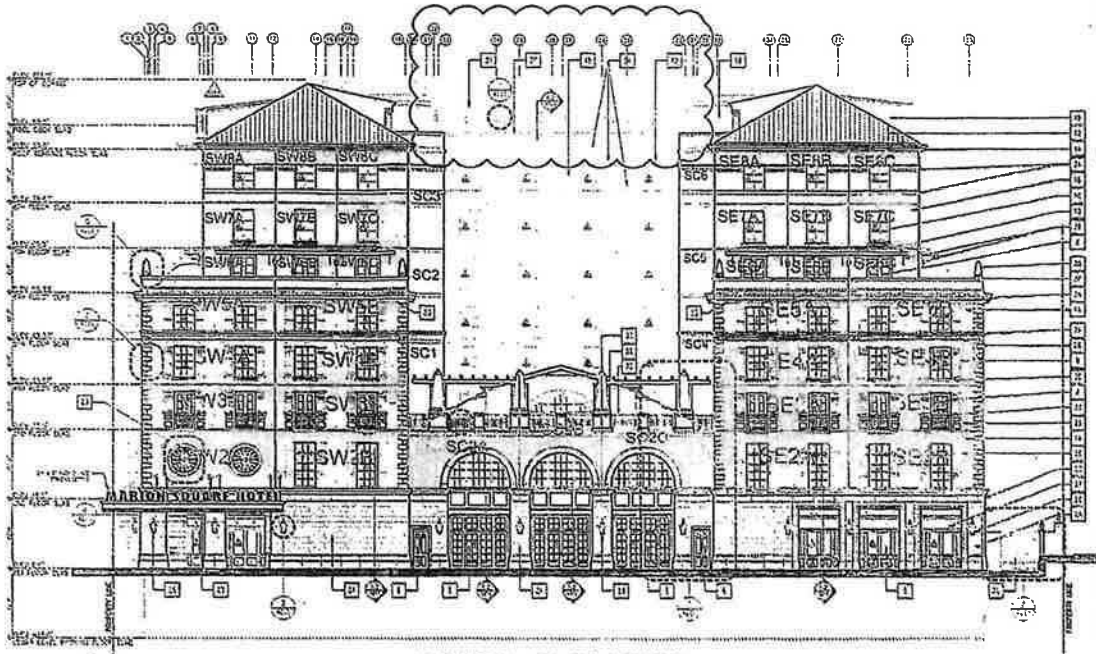
THE HOTEL AT MARION SQUARE

404 KING STREET CHARLESTON, SC 29403

CONTRACT DOCS

EXTERIOR ELEVATIONS

ARB



SOUTH ELEVATION

KEYED ELEVATION NOTES

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EXTERIOR FINISH MATERIALS LEGEND

Benjamin Moore 1610074 - Bulldog Blazer Colors

EXTERIOR FINISH MATERIALS SCHEDULE

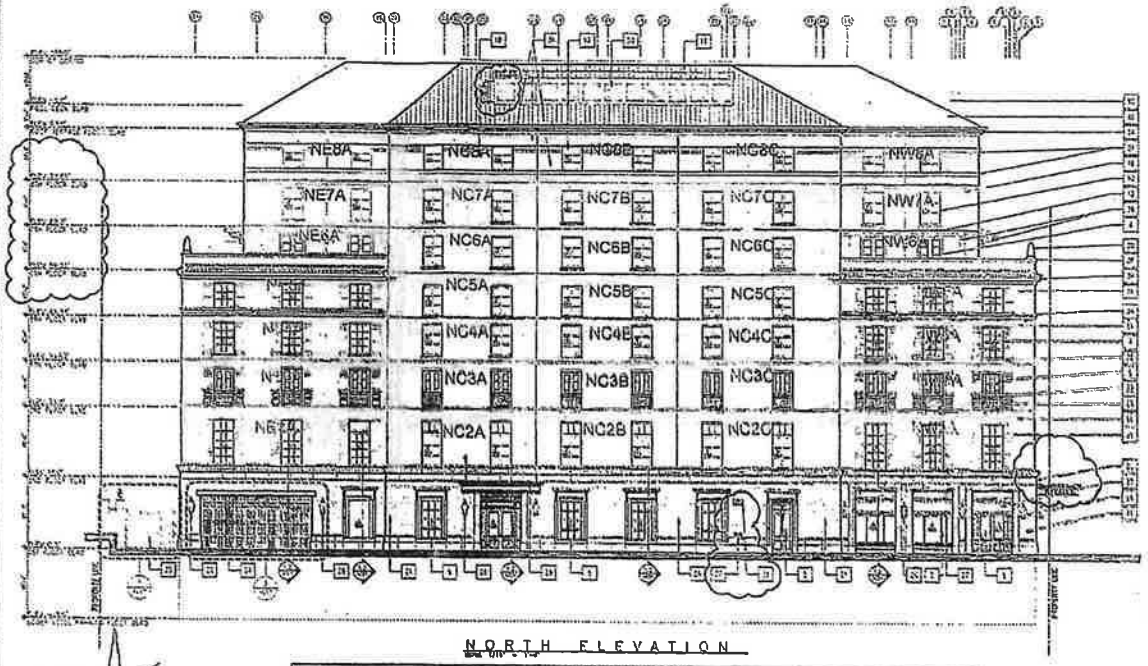
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R - 15922

KEYED ELEVATION NOTES

EXTERIOR FINISH MATERIALS LEGEND

RFI 0074 - Building Stucco Colors



NORTH ELEVATION

General Press
HTI Product used

WINFORD LINDSAY ARCHITECT

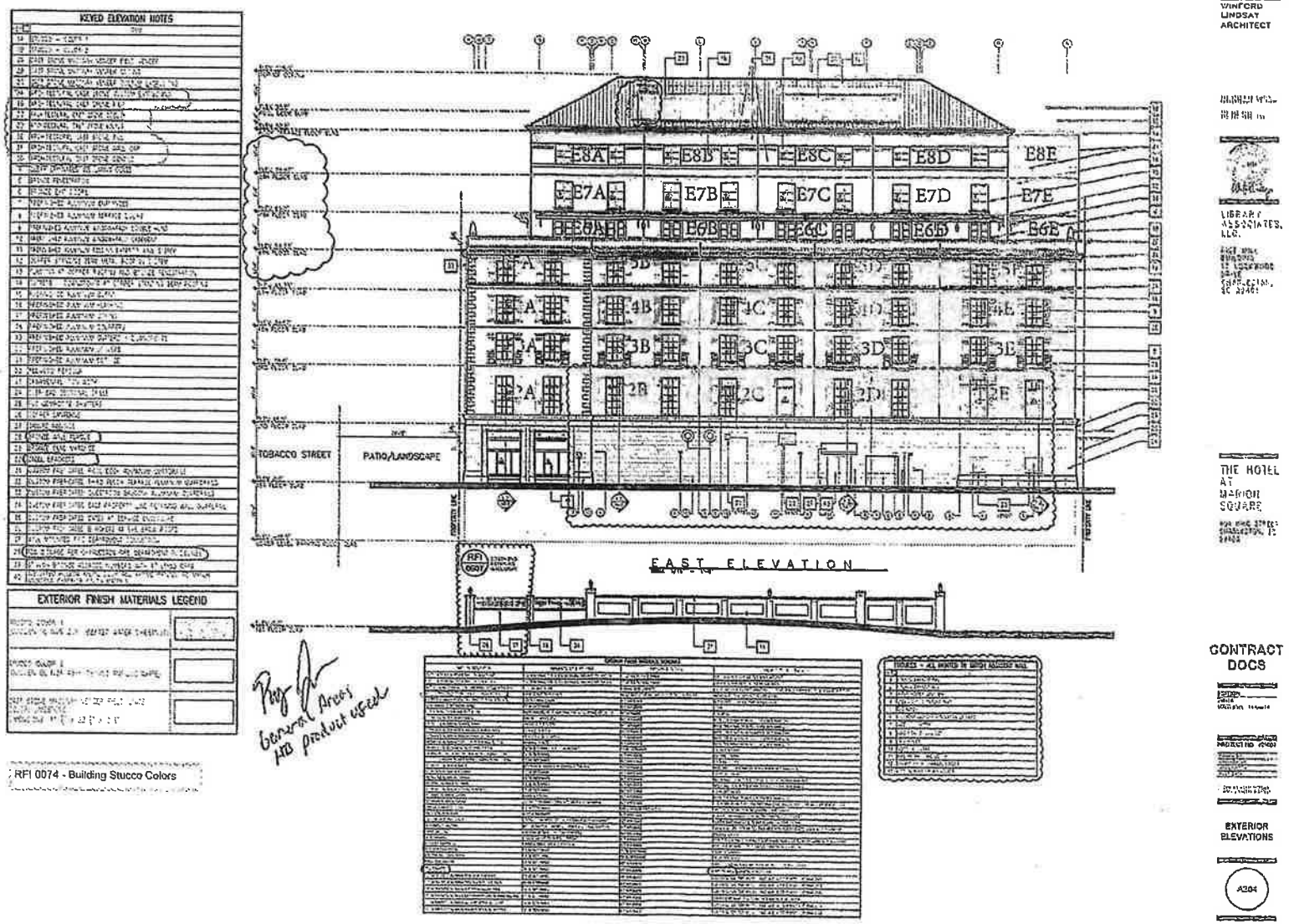
LIBRAFY ASSOCIATES, LLC.

THE HOTEL AT MARION SQUARE

CONTRACT DOCS

EXTERIOR ELEVATIONS

A803



WINFORD LINDSAY ARCHITECT

LIBRARY ASSOCIATES, LLC.

THE HOTEL AT MARION SQUARE

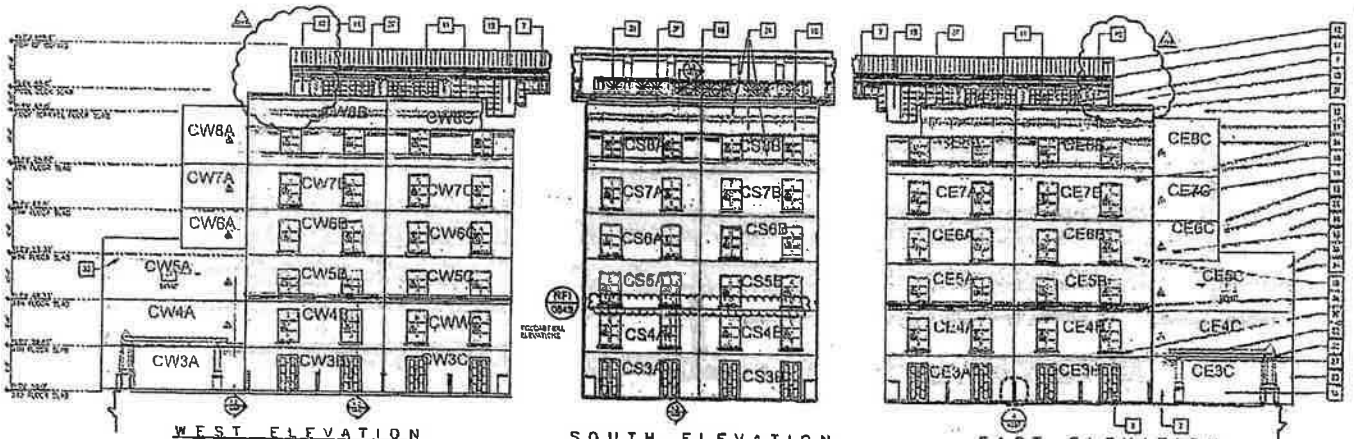
CONTRACT DOCS

EXTERIOR ELEVATIONS

A304

R - 15923

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WEST ELEVATION

SOUTH ELEVATION

EAST ELEVATION

COURTYARD ELEVATIONS

RFI 0074 - Building Stucco Colors

EXTERIOR FINISH MATERIALS LEGEND

EXTERIOR FINISH MATERIALS SCHEDULE

MATERIAL DESCRIPTION	MANUFACTURER / PRODUCT	MATERIAL / SIZE / TYPE	FINISH / COLOR / DIMENSIONS
PLACED SAND AND AGGREGATE SHARP EDGED GLASS	SEE PERSONAL MEP = SEE EXPANSION, EXPANSION JOINTS	STONE, SEE ELEVATIONS FINISH	
PLACED SAND AND AGGREGATE SHARP EDGED FOAM	SEE PERSONAL MEP = SEE EXPANSION, EXPANSION JOINTS	STONE, SEE ELEVATIONS FINISH	
CAST STONE WINDOW HEADER SURROUND CUSTOM EXPRESSION	CUSTOM CAST STONE	CAST STONE	
ARCHITECTURAL CAST STONE WALL CUSTOM EXPRESSIONS	STONE CLADDINGS APPLICATION	CAST STONE	
CUSTOM BOX WINDOW HEADER / ARCHITECTURAL EXPOSURE	SEE MATERIALS CLEARS	CAST STONE	
CUSTOM EXPOSURE ROOFTOPS CLASS	TO BE DETERMINED	CAST STONE	
ARCHITECT ENGINEERED AND BASE DESIGN	SEE MATERIALS, ETC. / DIMENSIONS AND DETAIL ARCHIVE SYSTEMS	CAST STONE	
ARCHITECTURAL CAST ALUMINUM EXPRESSIONS	ARCHIVE / SEE ETC. ETC.	CAST STONE	
CAST ALUMINUM ALUMINUM SERVICE DOORS	ARCHIVE / SEE ETC.	CAST STONE	
ARCHITECT CAST ALUMINUM ALUMINUM-ALUMINUM SERVICE PANEL	PROFILES / ETC.	CAST STONE	
CUSTOM CAST ALUMINUM WINDOWS-PANEL CASEMENT	PROFILES / ETC. SEE ETC.	CAST STONE	
ALUMINUM ALUMINUM ALUMINUM ALUMINUM EXPOSURE AND SYSTEM	ARCHIVE / SEE ETC.	CAST STONE	
CUSTOM STRUCTURAL STEEL ARCHIVE SYSTEM	TO BE DETERMINED / CUSTOM MANUFACTURED	CAST STONE	
ALUMINUM AS CUSTOM WINDOWS AND SYSTEM CONFIGURATION	TO BE DETERMINED	CAST STONE	
ALUMINUM ALUMINUM ALUMINUM ALUMINUM SYSTEM ROOFING	TO BE DETERMINED	CAST STONE	
ALUMINUM ALUMINUM SYSTEM	ALUMINUM ALUMINUM CONFIGURATION / SYSTEM	CAST STONE	
ALUMINUM ALUMINUM ALUMINUM	TO BE DETERMINED	CAST STONE	
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DEFENDANT LIBRARY ASSOCIATES, LLC'S

TRIAL EXHIBIT #65

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TAB 3



CHANGE ORDER

JOB/S/C # 13026000 - 019
Vendor# 3493097

Revised # 06

To CONTRACT dated May 21, 2015

DATE of this Change Order February 1, 2017

To: Premier Exteriors, LLC
3047 Argent Blvd.
Suite 12
Ridgeland, SC 29910
David Winters

PREVIOUS CONTRACT AMOUNT $1,024,150.57

ADD/DEDUCT for this C.O. $147,198.74

JOB: Hotel at Marion Square

AT: Charleston, SC 29403

NEW CONTRACT AMOUNT $1,171,349.31

It being desirable to modify the work done under the above Contract in accordance with the Contract Documents, it is necessary and in the interests of the Parties to the above named Contract to modify said Contract in certain particulars as follows:

In accordance with the Terms and Conditions of this agreement, Subcontractor shall provide all labor, materials, tools, and equipment necessary for complete turnkey installations of the following:

CI No.	Description	Amount	Budget Code
801	Window Opening Patching	$4,680.00	400.50922050.40

1/4/17 - Prepping Windows for Waterproofing - L2 - 4 labor and 1 super @ 8hrs ea.
1/5/17 - Prepping Windows for Waterproofing - L2 - 2 labor and 1 super @ 8hrs ea.
1/16/17 - Prepping Windows for Waterproofing - L3 and L4, 3 labor and 1 super @ 8 hrs. ea.
Attached pictures, reports, and labor.

CI No.	Description	Amount	Budget Code
802	Stucco Wall Prep (Allowance)	$100,000.00	400.50922050.40

Stucco wall prep allowance to be reconciled and tracked weekly. Premier to provide the following, not included in the allowance:
- Initial survey of walls with areas > 1/4" per 10' in variance.
- Marks on walls with proposed "Sto Overhead Mortar" areas to fix. Provide marked up grid elevations.
- daily tickets approved by BBC personnel
- daily tickets to include detailed summary of that day's activities.
- weekly summaries provided to BBC by the following Friday at the latest.

The following will be tracked on a T&M basis:
- Bags of "Sto Overhead Mortar"
- Labor only. Supervision tracked by percentage of manpower working on patching vs contractual activities.
- Other misc materials for floating, patching, etc.

CI No.	Description	Amount	Budget Code
564	Waterproofing buckstrips at Graham Windows	$40,284.74	400.50922050.40

Provide all material, labor, equipment, and supervision necessary to complete all work associated with removing the stucco return at the graham windows and installing rapid seal on the buckstrips in its place.

CI No.	Description	Amount	Budget Code
876	Flashing at L3 Terraces	$2,234.00	400.50922050.40

Bent Flashing per detail at L3 Terraces and Guestroom balconies.

Total **Add** to this Contract as a result of this Change Order is **$147,198.74, One hundred forty-seven thousand one hundred ninety-eight dollars and seventy-four cents** which includes all applicable sales tax.

This Change Order constitutes **FULL** and **COMPLETE** settlement of any and all costs referred to and/or described herein including but not necessarily limited to all applicable taxes, insurance, bond, delivery, supervision, overhead and profit, labor, labor impact, materials, changes, delays, acceleration and inefficiency, or any claims therefore, and the Subcontractor hereby waives any and all claims for such items associated with or related to the Work covered by this Change Order, all previous Change Orders, and base Subcontract Agreement, and all conditions incurred to date.

Code: 400.50922050.40 **RCO No.: 064** **OCO No.:**

S.F.R.N.

BUL: _____

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It is further understood and agreed that all terms and conditions of said Contract, as it may heretofore have been modified, shall be and remain the same.

ACCEPTED:
Premier Exteriors, LLC

By _____

Print Name Ryan O'Shaughnessy

Title Project Manager

Date 3/3/17

ACCEPTED:
BALFOUR BEATTY CONSTRUCTION, LLC

By _____
Nick Starcevic

Title Project Manager

Date 3/6/17

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CHANGE ORDER
APPROVAL
COVERSHEET

C.C.O. NUMBER: 019 - 06 JOB LOCATION: Hotel at Marion Square

SUBCONTRACTOR: Premier Exteriors, LLC

CI NUMBER: AMOUNT: $147,198.74

DESCRIPTION OF SCOPE OF WORK BEING ADDED OR REMOVED: Masonry and Exterior Wall Backcharges

TOTAL ADD/DEDUCT TO THIS CONTRACT AS A RESULT OF THIS CHANGE ORDER IS DOLLAR VALUE WHICH INCLUDES
ALL APPLICABLE TAX.

- ☐ NO DOLLAR (SFRN #1)
- ☐ DIRECT OWNER PURCHASE (SFRN #2)
- ☐ OCO (SFRN #3)
- ☐ ALLOWANCE CONVERSION (SFRN #4)
- ☐ OWNER CONTINGENCY (SFRN #5)
- ☐ BB CONTINGENCY (SFRN #6)
- ■ BUYOUT CONTINGENCY (SFRN #7)
- ☐ PENDING OCO (SFRN #8)
- ■ RCO (SFRN #9)
- ■ BACKCHARGE SUBCONTRACTOR (SFRN #10)
- ☐ BALFOUR BEATTY REQUEST (SFRN #11)

REVIEWED BY: SIGNED & DATED:

■ BUYER: Nick Starcevic 3/3/17

☐ BUYER'S MANAGER:

APPROVED:

PROJECT MANAGER/EXECUTIVE:

ATTACHMENTS:

BACKUP DOCUMENTS:

ELECTRONICALLY FILED - 2023 May 16 11:02 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CHANGE ORDER

JOB/S/C # 13026000 - 019
Vendor# 3493097

07

To CONTRACT dated May 21, 2015

DATE of this Change Order March 31, 2017

To: Premier Exteriors, LLC
3047 Argent Blvd.
Suite 12
Ridgeland, SC 29910
David Winters

PREVIOUS CONTRACT AMOUNT $1,171,349.31

ADD/DEDUCT for this C.O. $3,949.92

JOB: Hotel at Marion Square

AT: Charleston, SC 29403

NEW CONTRACT AMOUNT $1,175,299.23

It being desirable to modify the work done under the above Contract in accordance with the Contract Documents, it is necessary and in the interests of the Parties to the above named Contract to modify said Contract in certain particulars as follows:

In accordance with the Terms and Conditions of this agreement, Subcontractor shall provide all labor, materials, tools, and equipment necessary for complete turnkey installations of the following:

CI No.	Description	Amount	Budget Code
923	2/6/17L3 and L4 fixing bad masonry openings	$1,365.42	400.50922050.40

2/6/17 Fixing bad masonry openings on L3 and L4

CI No.	Description	Amount	Budget Code
924	2/15/17 ReWaterproofing 8 windows on L4; 3 sides of the windows with rapid seal	$665.28	400.50922050.40

2/22/17 Waterproofing 8 windows on L4 that had wrong openings

CI No.	Description	Amount	Budget Code
925	2/22/17 ReWaterproofing 2 windows (10'x10') four sides ea on L1 of East Side	$559.47	400.50922050.40

Masonry Repairs at windows on T&M

CI No.	Description	Amount	Budget Code
926	2/27/17 ReWaterproofing 23 Windows on L3	$1,359.75	400.50922050.40

Rewaterproofing 23 windows on L3 due to masonry rework.

Total **Add** to this Contract as a result of this Change Order is **$3,949.92, Three thousand nine hundred forty-nine dollars and ninety-two cents** which includes all applicable sales tax.

This Change Order constitutes **FULL** and **COMPLETE** settlement of any and all costs referred to and/or described herein including but not necessarily limited to all applicable taxes, insurance, bond, delivery, supervision, overhead and profit, labor, labor impact, materials, changes, delays, acceleration and inefficiency, or any claims therefore, and the Subcontractor hereby waives any and all claims for such items associated with or related to the Work covered by this Change Order, all previous Change Orders, and base Subcontract Agreement, and all conditions incurred to date.

Code: 400.50922050.40 **RCO No.:** **OCO No.:**

S.F.R.N. BUL: _____

It is further understood and agreed that all terms and conditions of said Contract, as it may heretofore have been modified, shall be and remain the same.

ELECTRONICALLY FILED - 2023 May 16 11:02 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

ACCEPTED:
Premier Exteriors, LLC

By Ryan O'Shaughnessy

Print Name Ryan O'Shaughnessy

Title Project Manager

Date 4/3/17

ACCEPTED:
BALFOUR BEATTY CONSTRUCTION, LLC

By _____
Nick Starcevic

Title Project Manager

Date 4/17/17

ELECTRONICALLY FILED - 2023 May 16 11:02 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CHANGE ORDER

JOB/S/C # 13026000 - 019
Vendor# 3493097

08

To CONTRACT dated May 21, 2015

DATE of this Change Order June 26, 2017

To: Premier Exteriors, LLC
3047 Argent Blvd.
Suite 12
Ridgeland, SC 29910
David Winters

JOB: Hotel at Marion Square

AT: Charleston, SC 29403

PREVIOUS CONTRACT AMOUNT	$1,175,299.23
ADD/DEDUCT for this C.O.	$6,240.00
NEW CONTRACT AMOUNT	$1,181,539.23

It being desirable to modify the work done under the above Contract in accordance with the Contract Documents, it is necessary and in the interests of the Parties to the above named Contract to modify said Contract in certain particulars as follows:

In accordance with the Terms and Conditions of this agreement, Subcontractor shall provide all labor, materials, tools, and equipment necessary for complete turnkey installations of the following:

CI No.	Description	Amount	Budget Code
1207	Five guys for three rooms	$6,240.00	400.50922050.40

Three rooms, four days for four weeks.

Total **Add** to this Contract as a result of this Change Order is **$6,240.00, Six thousand two hundred forty dollars** which includes all applicable sales tax.

This Change Order constitutes **FULL** and **COMPLETE** settlement of any and all costs referred to and/or described herein including but not necessarily limited to all applicable taxes, insurance, bond, delivery, supervision, overhead and profit, labor, labor impact, materials, changes, delays, acceleration and inefficiency, or any claims therefore, and the Subcontractor hereby waives any and all claims for such items associated with or related to the Work covered by this Change Order, all previous Change Orders, and base Subcontract Agreement, and all conditions incurred to date.

Code: 400.50922050.40 **RCO No.:** **OCO No.:**

S.F.R.N. BUL: _____

It is further understood and agreed that all terms and conditions of said Contract, as it may heretofore have been modified, shall be and remain the same.

ACCEPTED:
Premier Exteriors, LLC

By Ryan O'Shaughnessy Digitally signed by Ryan O'Shaughnessy Dn: cn=Ryan O'Shaughnessy, o=Premier Exteriors, ou, email=ryan@premierexteriorsllc.com, c=US Date: 2017.06.27 13:16:35 -04'00'

Print Name Ryan O'Shaughnessy

Title Project Manager

Date 6/27/17

ACCEPTED:
BALFOUR BEATTY CONSTRUCTION, LLC

By _____
Nick Starcevic

Title Project Manager

Date _____

R - 15932

ELECTRONICALLY FILED - 2023 May 16 11:02 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CHANGE ORDER
APPROVAL
COVERSHEET

C.C.O. NUMBER: 019 - 08 JOB LOCATION: Hotel at Marion Square

SUBCONTRACTOR: Premier Exteriors, LLC

CI NUMBER: AMOUNT: $6,240.00

DESCRIPTION OF SCOPE OF WORK BEING ADDED OR REMOVED: Extra Manpower to Work on High Build Scope

TOTAL ADD/DEDUCT TO THIS CONTRACT AS A RESULT OF THIS CHANGE ORDER IS DOLLAR VALUE WHICH INCLUDES
ALL APPLICABLE TAX.

- ☐ NO DOLLAR (SFRN #1)
- ☐ DIRECT OWNER PURCHASE (SFRN #2)
- ☐ OCO (SFRN #3)
- ☐ ALLOWANCE CONVERSION (SFRN #4)
- ☐ OWNER CONTINGENCY (SFRN #5)
- ☐ BB CONTINGENCY (SFRN #6)
- ■ BUYOUT CONTINGENCY (SFRN #7)
- ☐ PENDING OCO (SFRN #8)
- ☐ RCO (SFRN #9)
- ■ BACKCHARGE SUBCONTRACTOR (SFRN #10)
- ☐ BALFOUR BEATTY REQUEST (SFRN #11)

REVIEWED BY: SIGNED & DATED:

☐ BUYER: Shanti Pieniak

■ BUYER'S MANAGER: Nick Starcevic 6/26/17

APPROVED:

PROJECT MANAGER/EXECUTIVE:

ATTACHMENTS:

BACKUP DOCUMENTS:

ELECTRONICALLY FILED - 2023 May 16 11:02 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CHANGE ORDER

JOB/S/C # 13026000 - 019
Vendor# 3493097

10

To CONTRACT dated May 21, 2015

DATE of this Change Order June 23, 2017

To: Premier Exteriors, LLC
3047 Argent Blvd.
Suite 12
Ridgeland, SC 29910
David Winters

PREVIOUS CONTRACT AMOUNT $1,184,235.98

ADD/DEDUCT for this C.O. $100,000.00

JOB: Hotel at Marion Square

AT: Charleston, SC 29403

NEW CONTRACT AMOUNT $1,284,235.98

It being desirable to modify the work done under the above Contract in accordance with the Contract Documents, it is necessary and in the interests of the Parties to the above named Contract to modify said Contract in certain particulars as follows:

In accordance with the Terms and Conditions of this agreement, Subcontractor shall provide all labor, materials, tools, and equipment necessary for complete turnkey installations of the following:

CI No.	Description	Amount	Budget Code
1233	Stucco Wall Prep Allowance	$100,000.00	400.50922050.40

Stucco wall prep allowance to be reconciled and tracked weekly. Premier to provide the following, not included in the allowance:
- Initial survey of walls with areas > 1/4" per 10' in variance.
- Marks on walls with proposed "Sto Overhead Mortar" areas to fix. Provide marked up grid elevations.
- Daily tickets approved by BBC personnel
- Daily tickets to include detailed summary of that day's activities.
- Weekly summaries provided to BBC by the following Friday at the latest.

The following will be tracked on a T&M basis:
- Bags of "Sto Overhead Mortar"
- Labor only. Supervision tracked by percentage of manpower working on patching vs contractual activities.
- Other misc materials for floating, patching, etc.

Total **Add** to this Contract as a result of this Change Order is **$100,000.00, One hundred thousand dollars** which includes all applicable sales tax.

This Change Order constitutes **FULL** and **COMPLETE** settlement of any and all costs referred to and/or described herein including but not necessarily limited to all applicable taxes, insurance, bond, delivery, supervision, overhead and profit, labor, labor impact, materials, changes, delays, acceleration and inefficiency, or any claims therefore, and the Subcontractor hereby waives any and all claims for such items associated with or related to the Work covered by this Change Order, all previous Change Orders, and base Subcontract Agreement, and all conditions incurred to date.

Code: 400.50922050.40 **RCO No.:** **OCO No.:**

S.F.R.N. BUL: _____

It is further understood and agreed that all terms and conditions of said Contract, as it may heretofore have been modified, shall be and remain the same.

ACCEPTED:
Premier Exteriors, LLC

By Ryan O'Shaughnessy

Print Name Ryan O'Shaughnessy

Title Project Manager

Date 6/27/17

ACCEPTED:
BALFOUR BEATTY CONSTRUCTION, LLC

By _____
Nick Starcevic

Title Project Manager

Date 6/30/17

ELECTRONICALLY FILED - 2023 May 16 11:02 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CHANGE ORDER
APPROVAL
COVERSHEET

C.C.O. NUMBER: 019 - 10 JOB LOCATION: Hotel at Marion Square

SUBCONTRACTOR: Premier Exteriors, LLC

CI NUMBER: AMOUNT: $100,000.00

DESCRIPTION OF SCOPE OF WORK BEING ADDED OR REMOVED: Stucco Wall Prep Allowance

TOTAL ADD/DEDUCT TO THIS CONTRACT AS A RESULT OF THIS CHANGE ORDER IS DOLLAR VALUE WHICH INCLUDES
ALL APPLICABLE TAX.

- ☐ NO DOLLAR (SFRN #1)
- ☐ DIRECT OWNER PURCHASE (SFRN #2)
- ☐ OCO (SFRN #3)
- ☐ ALLOWANCE CONVERSION (SFRN #4)
- ☐ OWNER CONTINGENCY (SFRN #5)
- ☐ BB CONTINGENCY (SFRN #6)
- ■ BUYOUT CONTINGENCY (SFRN #7)
- ☐ PENDING OCO (SFRN #8)
- ☐ RCO (SFRN #9)
- ■ BACKCHARGE SUBCONTRACTOR (SFRN #10)
- ☐ BALFOUR BEATTY REQUEST (SFRN #11)

REVIEWED BY: SIGNED & DATED:

☐ BUYER:

■ BUYER'S MANAGER: Nick Starcevic 6/26/17

APPROVED:

PROJECT MANAGER/EXECUTIVE:

ATTACHMENTS:

BACKUP DOCUMENTS:

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CHANGE ORDER

JOB/S/C # 13026000 - 019
Vendor# 3493097

16

o CONTRACT dated May 21, 2015 — DATE of this Change Order January 9, 2019

To: Premier Exteriors, LLC
3047 Argent Blvd.
Suite 12
Ridgeland, SC 29910
David Winters

PREVIOUS CONTRACT AMOUNT $1,314,059.34

ADD/DEDUCT for this C.O. $12,295.00

JOB: Hotel at Marion Square

AT: Charleston, SC 29403

NEW CONTRACT AMOUNT $1,326,354.34

It being desirable to modify the work done under the above Contract in accordance with the Contract Documents, it is necessary and in the interests of the Parties to the above named Contract to modify said Contract in certain particulars as follows:

In accordance with the Terms and Conditions of this agreement, Subcontractor shall provide all labor, materials, tools, and equipment necessary for complete turnkey installations of the following:

CI No.	Description	Amount	Budget Code
2999	T&M Work for 5/23 - 6/6	$9,630.00	400.50922050.40
CI No.	Description	Amount	Budget Code
3000	Main Entry High Build	$2,665.00	400.50922050.40

otal **Add** to this Contract as a result of this Change Order is **$12,295.00, Twelve thousand two hundred ninety-five dollars** which includes all applicable sales tax.

This Change Order constitutes **FULL** and **COMPLETE** settlement of any and all costs referred to and/or described herein including but not necessarily limited to all applicable taxes, insurance, bond, delivery, supervision, overhead and profit, labor, labor impact, materials, changes, delays, acceleration and inefficiency, or any claims therefore, and the Subcontractor hereby waives any and all claims for such items associated with or related to the Work covered by this Change Order, all previous Change Orders, and base Subcontract Agreement, and all conditions incurred to date.

Code: 400.50922050.40 **RCO No.:** **OCO No.:**

S.F.R.N. BUL: _____

It is further understood and agreed that all terms and conditions of said Contract, as it may heretofore have been modified, shall be and remain the same.

ACCEPTED:
Premier Exteriors, LLC

By Ryan O'Shaughnessy Digitally signed by Ryan O'Shaughnessy Date: 2019.01.10 15:44:38 -05'00'

Print Name _____

Title Project Manager

Date 1/10/19

ACCEPTED:
BALFOUR BEATTY CONSTRUCTION, LLC

By _____
Tim Spano

Title Sr. Project Manager

Date 1/11/19

R - 15936

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CHANGE ORDER
APPROVAL
COVERSHEET

C.C.O. NUMBER: 019 - 16 JOB LOCATION: Hotel at Marion Square

SUBCONTRACTOR: Premier Exteriors, LLC

CI NUMBER: AMOUNT: $12,295.00

DESCRIPTION OF SCOPE OF WORK BEING ADDED OR REMOVED: T&M Work and Main Entry High Build

TOTAL ADD/DEDUCT TO THIS CONTRACT AS A RESULT OF THIS CHANGE ORDER IS DOLLAR VALUE WHICH INCLUDES
ALL APPLICABLE TAX.

- ☐ NO DOLLAR (SFRN #1)
- ☐ DIRECT OWNER PURCHASE (SFRN #2)
- ☐ OCO (SFRN #3)
- ☐ ALLOWANCE CONVERSION (SFRN #4)
- ☐ OWNER CONTINGENCY (SFRN #5)
- ☐ BB CONTINGENCY (SFRN #6)
- ☐ BUYOUT CONTINGENCY (SFRN #7)
- ☐ PENDING OCO (SFRN #8)
- ☐ RCO (SFRN #9)
- ☐ BACKCHARGE SUBCONTRACTOR (SFRN #10)
- ■ BALFOUR BEATTY REQUEST (SFRN #11)

REVIEWED BY: SIGNED & DATED:

☐ BUYER: Shanti Pieniak

☐ BUYER'S MANAGER:

APPROVED:

PROJECT MANAGER/EXECUTIVE:

ATTACHMENTS:

BACKUP DOCUMENTS:

ELECTRONICALLY FILED - 2023 May 16 11:02 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

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DEFENDANT LIBRARY ASSOCIATES, LLC'S

TRIAL EXHIBIT #66

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TAB 5



Barn, Balfour Beatty

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

TO CONSTRUCTION MANAGER:
Balfour Beatty Construction
1930 Camden Rd. Suite 280
Charlotte, NC 28210

FROM CONTRACTOR:
Premier Exteriors LLC
3087 Argent Blvd
Ridgeland, SC 29936

CONTRACT FOR: CONSTRUCTION

PROJECT: **HOTEL AT MARION SQUARE**

VIA ARCHITECT:

APPLICATION NO: **16**

PERIOD TO: **6/30/18**

PROJECT NO: **#13026000**

Distribution to:
X OWNER
X ARCHITECT
X INSPECTOR

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	$	861,508.09
2. Net change by Change Orders	$	483,946.60
3. CONTRACT SUM TO DATE (Line 1 ± 2)	$	1,345,454.69
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	$	1,345,454.69
5. RETAINAGE:	$	134,545.47
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$	1,210,909.22
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	1,198,337.24
8. CURRENT PAYMENT DUE	$	12,571.98
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	134,545.47

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$0.00	$0.00
Total approved this Month	$0.00	$0.00
TOTALS	$0.00	$0.00
NET CHANGES by Change Order	$0.00	

The undersigned Construction Manager (CM) certifies that to the best of the CM'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 CM 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.

SUBCONTRACTOR

Digitally signed by Justin Harvey
DN: cn=Justin Harvey, o=Premier Exteriors LLC, ou, email=justinh@premierexteriorsllc.com, c=US
Date: 2018.06.19 13:15:32 -04'00'

By: _____ Date: 6/19/2018

CONTRACTOR

By: _____ Date: _____

CONSTRUCTION MANAGER:

By: _____ Date: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect advises the Owner that to the Architect's knowledge, information and belief the Work has progressed as indicated, the Work is in general accordance with the Contract Documents, and the Contractors are entitled to payment of the AMOUNT REQUESTED.

AMOUNT REQUESTED . . . . . $ 12,571.98

(Attach explanation if amount requested differs from the amount applied. Initial all figures on this Application and onthe Continuation Sheet that are changed to conform with the amount requested.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT REQUESTED 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.

AIA DOCUMENT G702 · APPLICATION AND CERTIFICATION FOR PAYMENT · 1992 EDITION · AIA · ©1992 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292
Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

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THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W. WASHINGTON, D.C. 20006-5232

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CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION 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 NO. 16
APPLICATION DATE 6/19/18
PERIOD TO 6/30/18

Balfour Beatty Project 0

BID PACKAGE #	CONTRACTOR	SCHEDULED VALUE	TOTAL CHANGE ORDERS	REVISED CONTRACT	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E+F)	WORK COMPLETED THIS PERIOD (H - E)	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE 10%
1				-			-	-		-	-
2	***CO#1***	CO#1	147,246.36	147,246.36	147,246.36		-	147,246.36	100.00%	-	14,724.64
3	***Mock Wall***	CO#4	2,822.16	2,822.16	2,822.16	-	-	2,822.16	100.00%	-	282.22
	Flashing CO's	CO#5	12,574.05	12,574.05	12,574.05		-	12,574.05	100.00%	-	1,257.41
	Window Returns	CO#6	40,284.00	40,284.00	40,284.00		-	40,284.00	100.00%	-	4,028.40
	Window Opening Patching	CO#6	4,680.00	4,680.00	4,680.00		-	4,680.00	100.00%	-	468.00
	Flashing at L3 Terraces	CO#6	2,234.00	2,234.00	2,234.00			2,234.00	100.00%	-	223.40
	ReWaterproofing Windows	CO#7	3,949.92	3,949.92	3,949.92			3,949.92	100.00%	-	394.99
	Stucco Wall Prep (Allowance)	CO#6	100,000.00	100,000.00	100,000.00			100,000.00	100.00%	-	10,000.00
	Flashing Add -Top 6th Floor Cornice	CO#11	4,718.00	4,718.00	4,718.00			4,718.00	100.00%	-	471.80
	Extra Manpower - High Build	CO#8	6,240.00	6,240.00	6,240.00			6,240.00	100.00%	-	624.00
	RFI 0516 3rd Floor Slab Edge	CO#9	2,696.75	2,696.75	2,696.75			2,696.75	100.00%	-	269.68
	Stucco Wall Prep (Allowance)	CO#10	100,000.00	100,000.00	100,000.00			100,000.00	100.00%	-	10,000.00
	L3 Terrace & Pool Flashing	CO#13	1,504.56	1,504.56	1,504.56			1,504.56	100.00%	-	150.46
	6th Floor Parapet Stucco Band	CO#12	6,537.25	6,537.25	6,537.25			6,537.25	100.00%	-	653.73
	Revise Lift Costs	CO#12	(1,247.76)	(1,247.76)	(1,247.76)			(1,247.76)	100.00%	-	(124.78)
	Flashing - 6th Floor Terrace	CO#13	7,082.46	7,082.46	7,082.46			7,082.46	100.00%	-	708.25
	Flashing - 3rd Floor Terrace	CO#13	4,417.32	4,417.32	4,417.32			4,417.32	100.00%	-	441.73
	Flashing - 9th Floor Terrace	CO#13	4,737.66	4,737.66	4,737.66			4,737.66	100.00%	-	473.77
	Stucco Wall Prep (10/18-11/10)	Not Issued	4,080.00	4,080.00	4,080.00	-		4,080.00	100.00%	-	408.00
	Stucco Wall Prep	Not Issued	12,030.00	12,030.00	12,030.00	-		12,030.00	100.00%	-	1,203.00
	Reskim Mock Up	Not Issued	3,391.00	3,391.00	3,391.00			3,391.00	100.00%	-	339.10
	RFI 1125 Stair Credit	Approved (not executed)	(479.00)	(479.00)		**(479.00)**		(479.00)	100.00%	-	(47.90)
	Hurricane Prep							-	#DIV/0!	-	-
	Ballroom							-	#DIV/0!	-	-
	T&M High Build Main Entry	Not issued	2,265.00			**2,265.00**		2,265.00	#DIV/0!	(2,265.00)	226.50
	ABS Split	Not issued	2,552.87			**2,552.87**		2,552.87	#DIV/0!	(2,552.87)	255.29
	T&M Repair Work (5/23-6/6)	Not issued	9,630.00			**9,630.00**		9,630.00	#DIV/0!	(9,630.00)	963.00
4				-			-	-		-	-
5	***Elevation North Materials***	$85,551.67		85,551.67	85,551.67		-	85,551.67	100.00%	-	8,555.17
6	***Elevation North Labor***	$105,320.43		105,320.43	105,320.43		-	105,320.43	100.00%	-	10,532.04
7	***Elevation EAST Materials***	$71,293.06		71,293.06	71,293.06		-	71,293.06	100.00%	-	7,129.31
14	***Elevation EAST Labor***	$87,767.03		87,767.03	87,767.03		-	87,767.03	100.00%	-	8,776.70
15	***Elevation SOUTH Materials***	$80,798.80		80,798.80	80,798.80		-	80,798.80	100.00%	-	8,079.88
16	***Elevation SOUTH Labor***	$99,469.30		99,469.30	99,469.30		-	99,469.30	100.00%	-	9,946.93

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CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION 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 NO 16
APPLICATION DATE 6/19/18
PERIOD TO 6/30/18

Balfour Beatty Project 0

BID PACKAGE #	CONTRACTOR	SCHEDULED VALUE	TOTAL CHANGE ORDERS	REVISED CONTRACT	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E+F)	WORK COMPLETED THIS PERIOD (H - E)	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE 10%
17	***Elevation WEST Materials***	$68,916.62		68,916.62	68,916.62		-	68,916.62	100.00%	-	6,891.66
18	***Elevation WEST Labor***	$84,841.46		84,841.46	84,841.46		-	84,841.46	100.00%	-	8,484.15
19	***Courtyard Materials***	$49,905.14		49,905.14	49,905.14		-	49,905.14	100.00%	-	4,990.51
20	***Courtyard Labor***	$61,436.92		61,436.92	61,436.92		-	61,436.92	100.00%	-	6,143.69
21	***Scaffolding***	$66,207.66		66,207.66	66,207.66		-	66,207.66	100.00%	-	6,620.77
22				-			-	-		-	-
23				-			-	-		-	-
24				-			-	-		-	-
25				-			-	-		-	-
26				-			-	-		-	-
				-			-	-		-	-
	GRAND TOTALS	**861,508.09**	**483,946.60**	**1,345,454.69**	**1,331,485.82**	**13,968.87**	**0.00**	**1,345,454.69**	**100.00%**	**0.00**	**134,545.47**

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Balfour Beatty
Construction

TIER RELEASE SCHEDULE

Job Name	Hotel at Marion Square
Job #	13026000

Date Prepared:	6/19/2018

PRIME SUB'S NAME	Premier Exteriors LLC
Attachment for Pay Req #:	16
for Month Ending:	6/30/2018

A	B	C	D	E	F		G	H	I	J		K
Subcontractors/Suppliers List all subs or suppliers who will perform work for this contract. List Address & Phone Number	**Indicate if tier is based in county of Project**	**Notice to Owner Filed?(NTO) (Yes/No)**	**Date NTO Filed:**	**Bonded Sub? (Yes/No)**	**Has tier billed for work to date? select: (Yes/No)**		**Cumulative dollar amount tier billed for work/materials to date:**	**Tier's most recent invoice is dated through:**	**Tier's most recent release is dated through: *(as noed on releases)***	**Tier's most recent release is PARTIAL or FINAL? Select One**		**Comments:**
Capitol Meterials					YES		$296,514.39	6/19/2018	1/31/2018	PARTIAL		
4M Metals					YES		$9,993.83	6/19/2018	1/31/2018	PARTIAL		
Neff Rental (United)					YES		$12,592.80	6/19/2018	1/31/2018	PARTIAL		
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	

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DEFENDANT LIBRARY ASSOCIATES, LLC'S

TRIAL EXHIBIT #67

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PREMIER EXTERIORS LLC
STUCCO | EIFS | SIDING | STONE

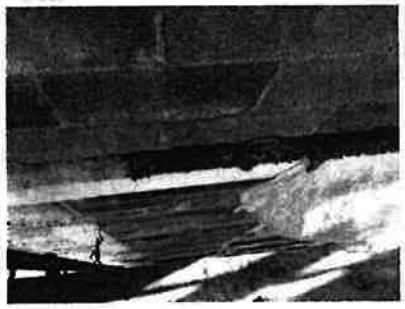
Jay Brenner (01)

Inspection-Pre-Walk (JHI08)

Project Information	
Builder/Client	Balfour Realty (1005)
Job	Marion Hotel (1005-1)

Inspection Status: Incomplete
First Inspector: [Premier Exteriors, LLC] Hall, Michael (Inspection-Superintendent Inspection (91.45.01))
Last Inspector: Hall, Michael
Inspected: 08/22/2017
Last Entry: 08/23/2017
Location/Ref#: Marion - north wall
Premier Exteriors, LLC Report #: 1049827

FTQ	QC	OPN	NA	Checkpoint	Notes
Premier Exteriors Pre-Walk					
FTQ = First Time Quality, always good, no corrections were required.					
QC = Quality Controlled, good now but correction were required					
OPN = OPEN, bad now, corrections are required					
NA = Not Applicable, not relevant to the inspected work					
				Commercial jobs - Has the stucco color selection been approved?	
				Commercial jobs - Have we identified our metal flashing colors?	
☐	☐	☐	☐	Checked FCS for options and/or non standards?	
☐	☐	☐	☐	Reviewed plans for exterior details (columns transitions, berna size etc?	
☐	☐	☐	☐	Check framing - plumb and straight within tolerances?	
☐	☐	☐	☐	Drip edge has been checked for damage?	
☐	☐	☐	☐	PLywood straight and gapped 1/8" at horizontal and vertical joints (vertical stagger 16")	
☐	☐	☐	☐	All windows and doors installed?	
☐	☐	☐	☐	All windows and doors are free of visible damage or breaks	
☐	☐	☐	☐	Roof flashing complete/kick outs installed?	
☐	☐	☐	☐	Patio lids planned and uniform with proper backing?	
☐	☐	☐	☐	Is house wrap installed correctly and all areas covered?	
☐	☐	☐	☐	Check that all mechanical penetrations are to be made through exterior walls	
☐	☐	☐	☐	Are all columns installed?	
☐	☐	☐	☐	Other notes or observations...	
☐	☐	☐	☐	Final material selection and colors are verified	
☐	☐	☐	☐	Is lot cleaned from prior trades?	

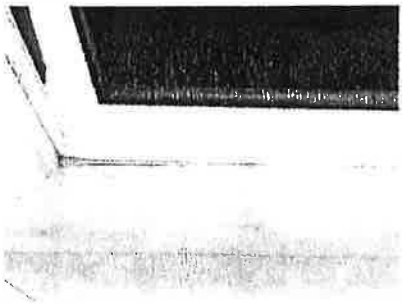




ALL-STATE LEGAL®
EXHIBIT
Dft
67
R - 15945

EXHIBIT 3
WIT: PE 30(b)(6)
DATE: 8.4.21
TAURA J. VULCANO, RPR

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Notes: L8 high build needed



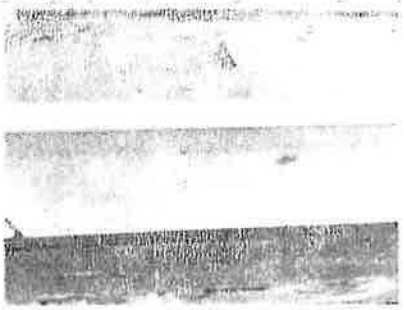
Notes: L8 cast stone damaged



Notes: L8 cast stone damaged



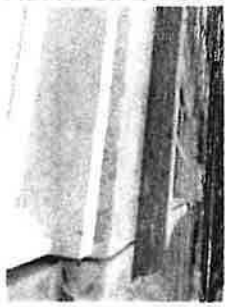
Notes: L8 tape residue



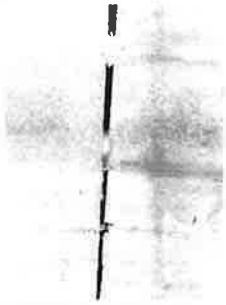
Notes: L8 tape residue



Notes: L8 cast stone damaged



Notes: L8 cast stone damaged



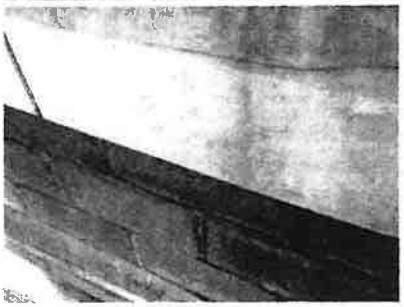
Notes: L8 high build needed



Notes: L8 cast stone damaged



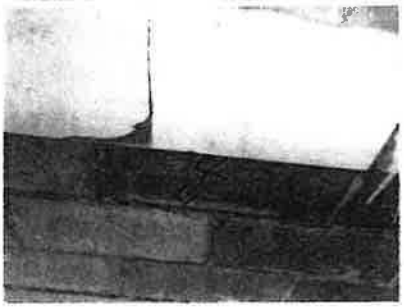
Notes: L8 need joints filled with Caulk



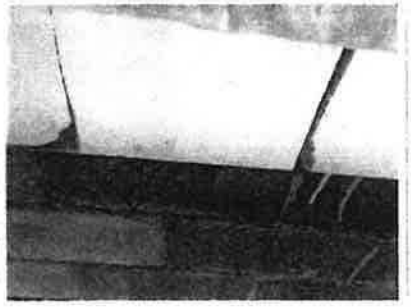
Notes: L8 walls need cleaned



Notes: L8 cast stone damaged



Notes: L8 cast stone damaged

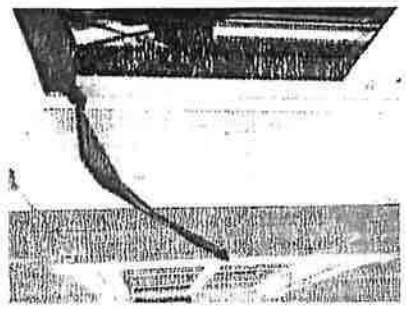


Notes: L8 cast stone damaged



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Notes: L8 cast stone damaged



Notes: L8 cast stone damaged



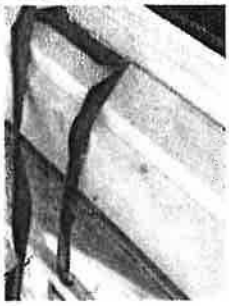
Notes: L8 high build needed



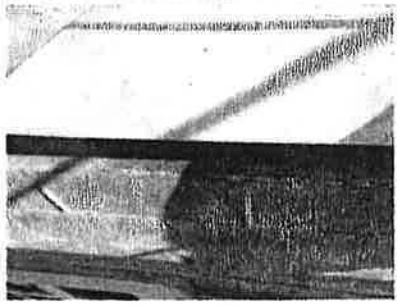
Notes: L8 tape residue



Notes: L8 cast stone damaged



Notes: L8 cast stone damaged



Notes: L8 cast stone damaged



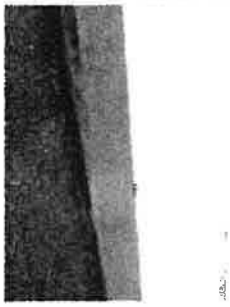
Notes: L8 tape residue



Notes: L8 cast stone damaged



Notes: L8 need walls cleaned



Notes: L8 need walls cleaned



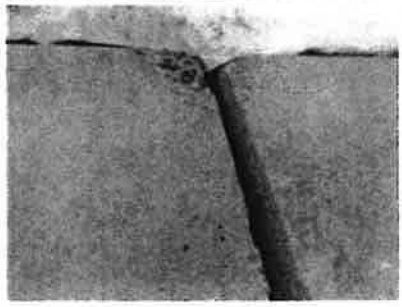
Notes: L8 need walls cleaned



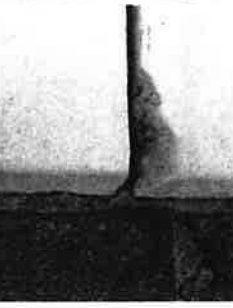
Notes: L8 cast stone damaged



Notes: L8 cast stone damaged



Notes: L8 cast stone damaged

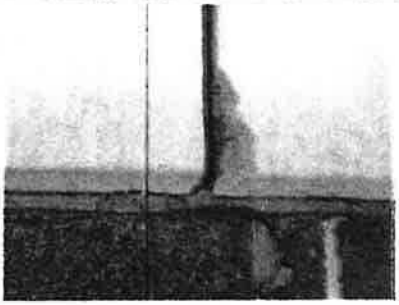


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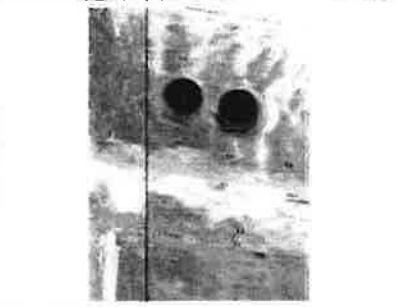
Notes: L8 need walls cleaned



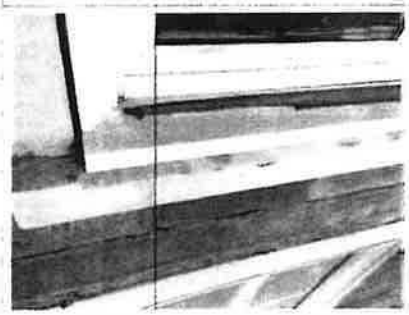
Notes: L8 cast stone damaged



Notes: L8 cast stone damaged



Notes: PT holes need filled



Notes: L7 cast stone damage and tape residue on windows

Notes: L8 cast stone damaged



Notes: L8 cast stone damaged



Notes: L8 cast stone damaged



Notes: L8 need walls cleaned



Notes: L7 cast stone damage and tape residue on windows

Notes: L8 cast stone damaged



Notes: PT holes need filled



Notes: L8 cast stone damaged

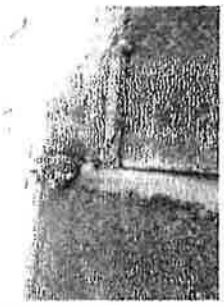


Notes: L7 need walls cleaned



Notes: L7 cast stone damage and tape residue on windows

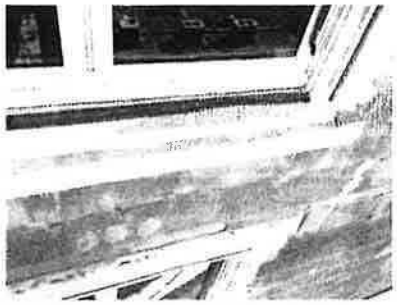
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Notes: L7 need walls cleaned



Notes: L7 cast stone damage and tape residue on windows



Notes: L7 cast stone damage and tape residue on windows



Notes: L7 cast stone damage and tape residue on windows



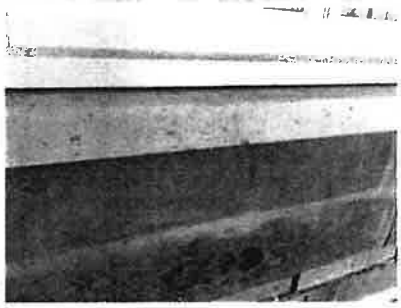
Notes: L7 cast stone damage and tape residue on windows



Notes: L7 cast stone damage and tape residue on windows



Notes: L7 cast stone damage



Notes: L7 cast stone damage



Notes: L7 cast stone damage



Notes: L7 cast stone damage and tape residue on windows

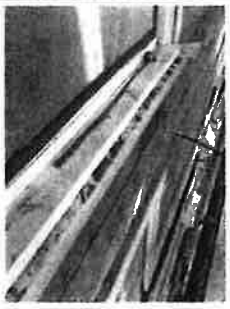


Notes: L7 cast stone damage



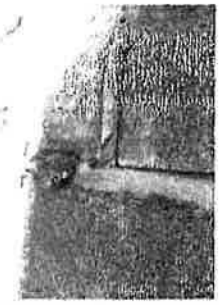
Notes: L7 cast stone damage and tape residue on windows





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Notes: L6 need walls cleaned



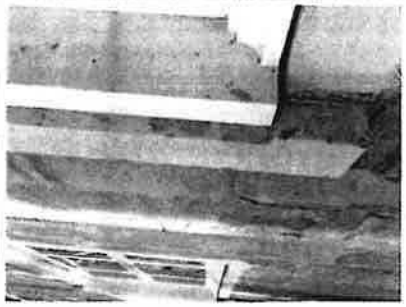
Notes: L6 need walls cleaned



Notes: L6 tape residue on windows

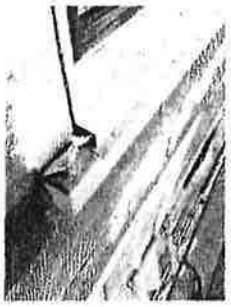


Notes: L6 cast stone damage and tape residue on windows

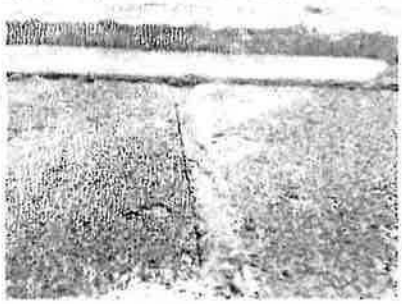


Notes: L6 cast stone damage

Notes: L6 cast stone damage and tape residue on windows



Notes: L6 cast stone damage and tape residue on windows



Notes: L6 need high build



Notes: L6 cast stone damage and tape residue on windows



Notes: L6 need walls cleaned



Notes: L6 cast stone damage and tape residue on windows



Notes: L6 cast stone damage and tape residue on windows



Notes: L6 need walls cleaned



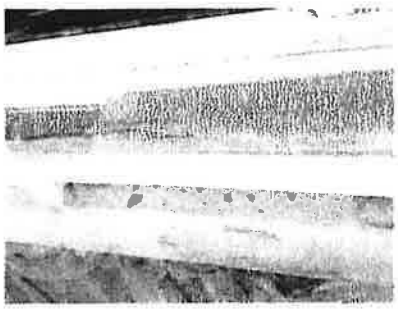
Notes: L6 need walls cleaned



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Notes: L6 cast stone damage and tape residue on windows



Notes: L6 cast stone damage and tape residue on windows

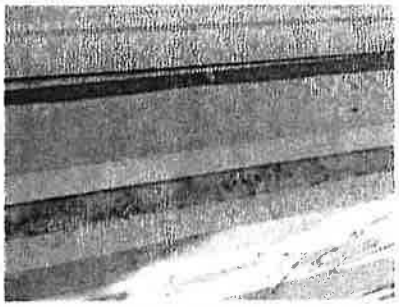
Notes: L6 need walls cleaned



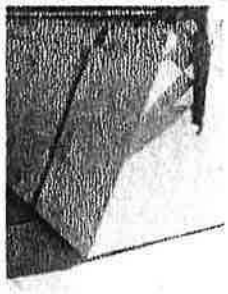
Notes: L6 cast stone damage



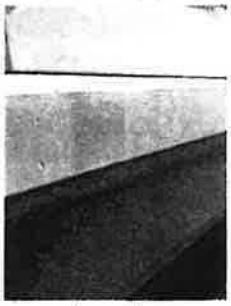
Notes: L6 cast stone damage and tape residue on windows



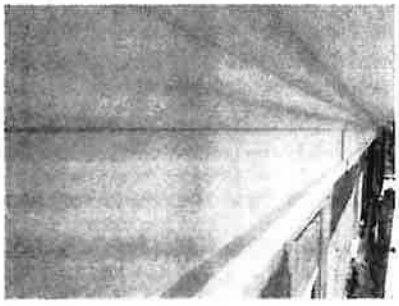
Notes: L6 cast stone damage and tape residue on windows



Notes: L5 cast stone damaged



Notes: L5 cast stone damaged



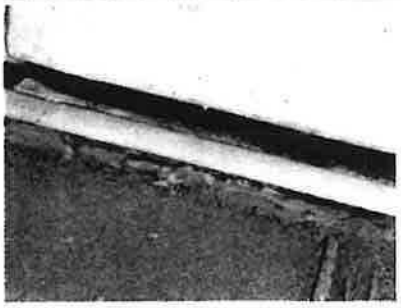
Notes: L5 cast stone damaged



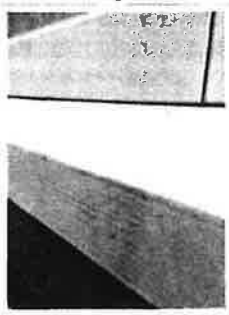
Notes: L5 cast stone damaged



Notes: L5 cast stone damaged



Notes: L6 mason mud on flashing



Notes: L5 cast stone damaged







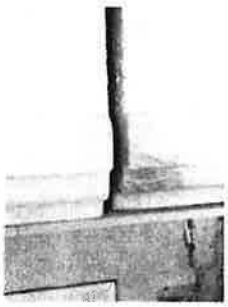
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Notes: L5 cast stone damaged

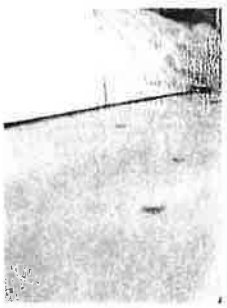




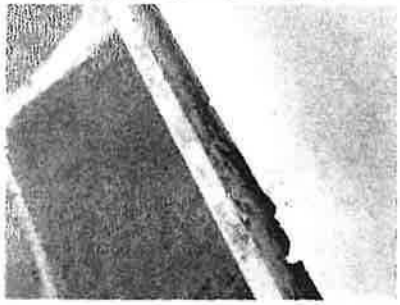
Notes: L5 cast stone damaged



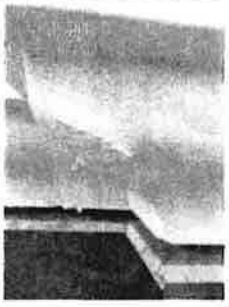
Notes: L5 cast stone damaged



Notes: L5 cast stone damaged



Notes: L5 cast stone damaged



Notes: L5 cast stone damaged



Notes: L5 cast stone damaged and mason mud on flashing



Notes: L5 cast stone damage



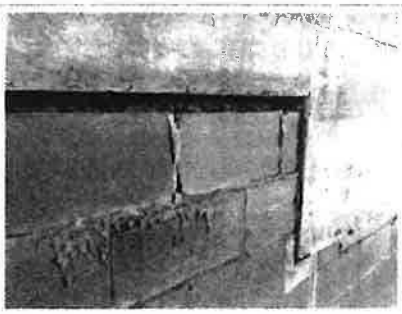
Notes: L5 need walls cleaned



Notes: L5 need walls cleaned



Notes: L5 need high build



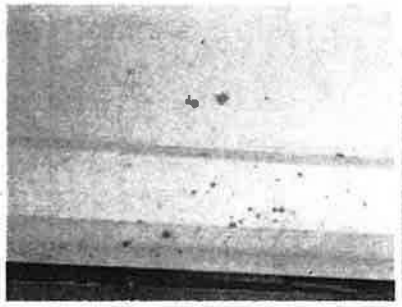
Notes: L5 need high build



Notes: L5 need high build



Notes: L5 need high build



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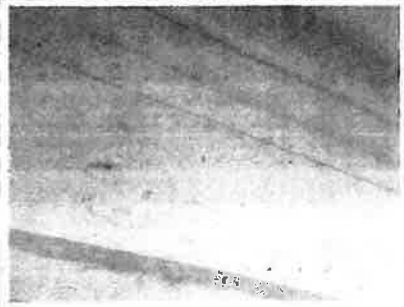
Notes: L5 cast stone damaged



Notes: L5 cast stone damaged



Notes: L5 cast stone damaged



Notes: L5 cast stone damaged

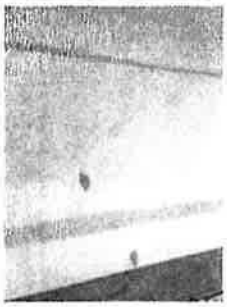


Notes: L5 cast stone damaged and tape residue

Notes: L5 cast stone damaged



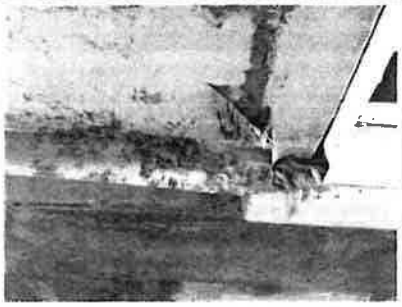
Notes L5 cast stone damaged



Notes: L5 cast stone damaged



Notes: L5 mason mud on prior installed flashing



Notes: L5 cast stone damaged



Notes: L5 cast stone damaged



Notes: L5 cast stone damaged



Notes: L5 cast stone damaged



Notes: L5 cast stone damaged



Notes: L5 flashing damaged



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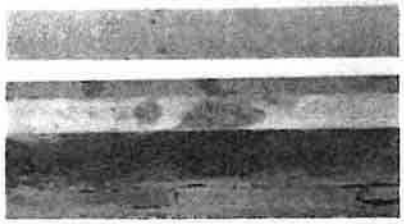


Notes: L5 flashing damaged



Notes: L5 cast stone damaged and tape residue





Notes: L5 cast stone damage



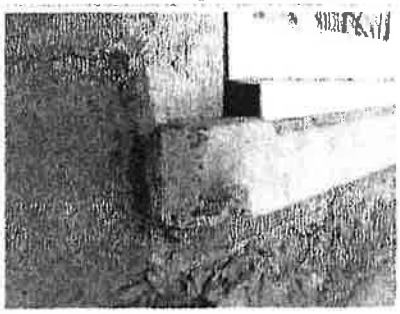
Notes: L5 cast stone damage



Notes: L5 flashing damaged



Notes: L5 cast stone damaged and tape residue



Notes: L5 cast stone damage

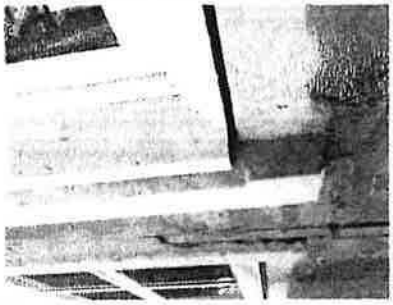


Notes: L5 cast stone damaged and tape residue





Notes: L5 flashing damaged



Notes: L5 cast stone damaged and tape residue



Notes: L5 cast stone damage

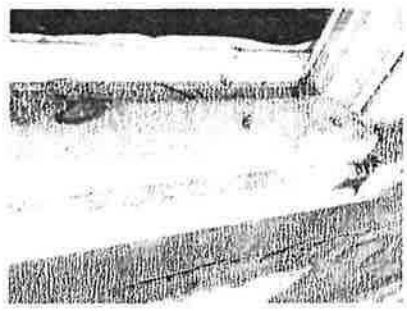


Notes: L5 cast stone damaged and tape residue



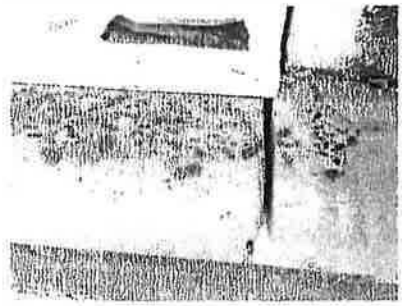


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Notes: L5 cast stone damaged and tape residue





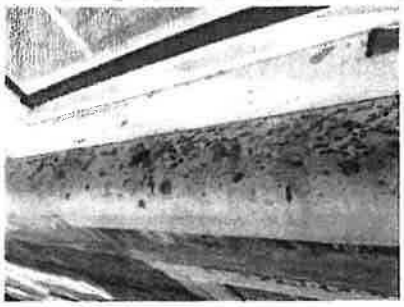
Notes: L5 cast stone damaged



Notes: L5 cast stone damaged and tape residue



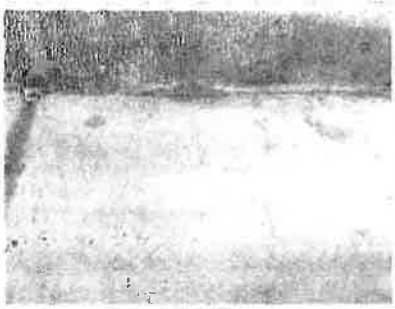
Notes: L5 cast stone damaged



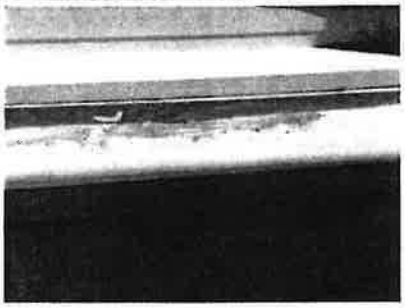
Notes: L5 cast stone damaged



Notes: L5 cast stone damaged



Notes: L5 cast stone damaged and tape residue



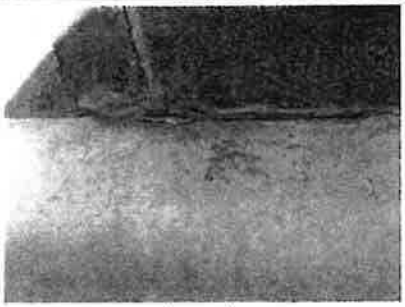
Notes: L5 cast stone damaged

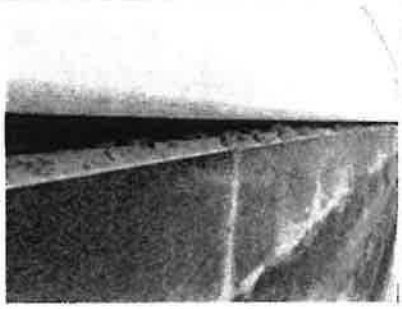


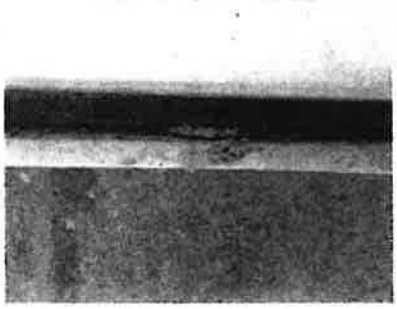
Notes: L5 cast stone damaged



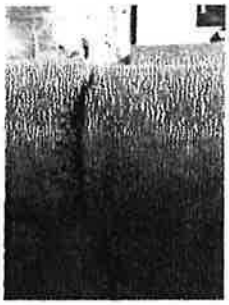
Notes: L5 cast stone damaged



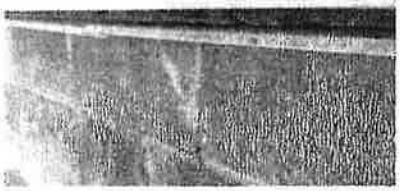




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Notes: L5 cast stone damaged



Notes: L5 cast stone damaged and mason mud on flashing



Notes: L5 cast stone damage



Notes: L4 cast stone damage and tape residue on windows



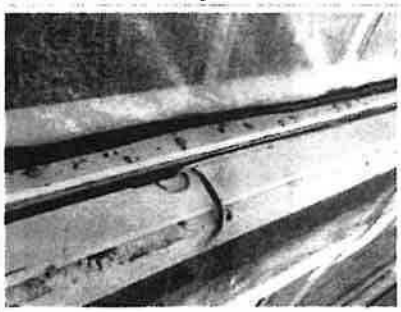
Notes: L5 cast stone damaged and mason mud on flashing



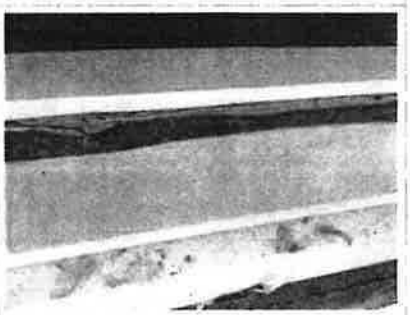
Notes: L5 cast stone damaged and mason mud on flashing



Notes: L5 cast stone damage



Notes: L4 cast stone damage and tape residue on windows



Notes: L4 cast stone damage and tape residue on windows



Notes: L5 cast stone damage



Notes: L5 cast stone damage



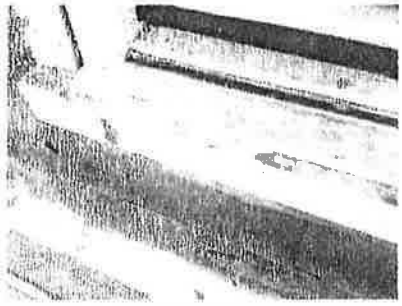
Notes: L4 cast stone damage and tape residue on windows



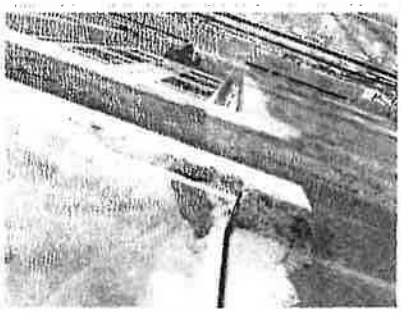
Notes: L4 cast stone damage and tape residue on windows

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Notes: L4 cast stone damage and tape residue on windows



Notes: L4 cast stone damage and tape residue on windows



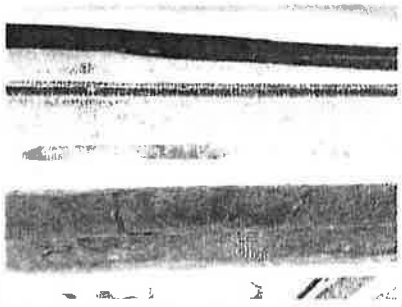
Notes: L4 cast stone damage



Notes: L4 cast stone damage and tape residue on windows



Notes: L4 mud on windows



Notes: L4 cast stone damage and tape residue on windows



Notes: L4 cast stone damage



Notes: L4 cast stone damage



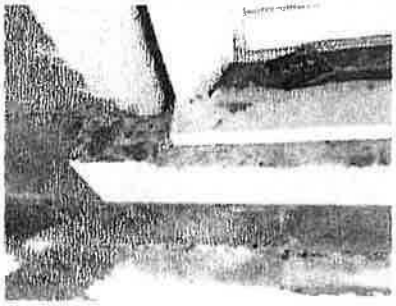
Notes: L4 cast stone damage



Notes: L4 cast stone damage



Notes: L4 cast stone damage



Notes: L4 cast stone damage



Notes: L4 cast stone damage and tape residue on windows



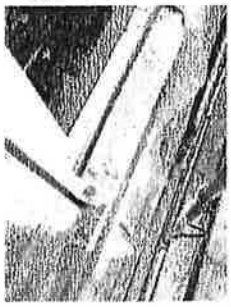
Notes: L4 cast stone damage



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Notes: L4 cast stone damage



Notes: L4 cast stone damage and tape residue





Notes: L4 cast stone damaged



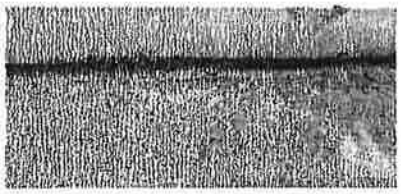
Notes: L3 walls need to be cleaned



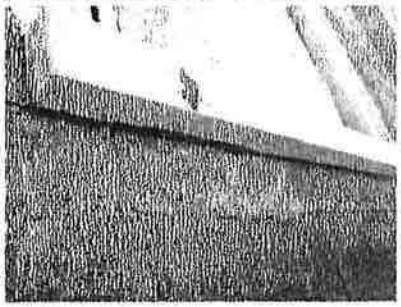
Notes: L3 need voids in block filled

Notes: L4 cast stone damage and tape residue





Notes: L4 cast stone damage and tape residue



Notes: L4 cast stone damaged



Notes: L3 need voids in block filled



Notes: L3 walls need to be cleaned



Notes: L4 cast stone damage and tape residue



Notes: L4 cast stone damaged



Notes: L4 cast stone damaged



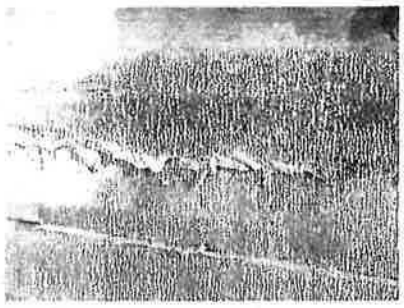
Notes: L3 need voids in block filled



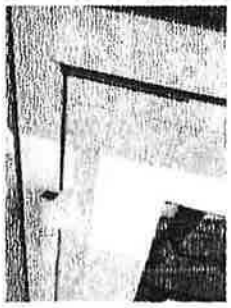
Notes: L3 walls need to be cleaned



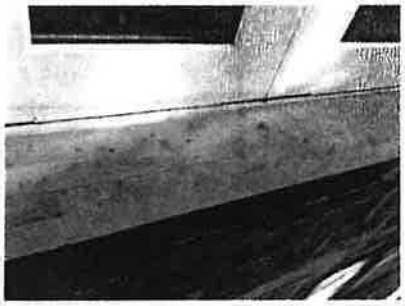
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Notes: L3 walls need to be cleaned



Notes: L3 doors have tape residue



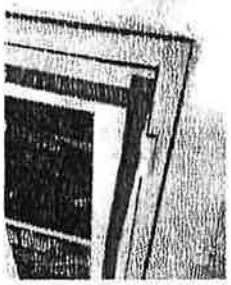
Notes: L3 doors have tape residue and cast stone damaged



Notes: L3 doors have tape residue and cast stone damaged



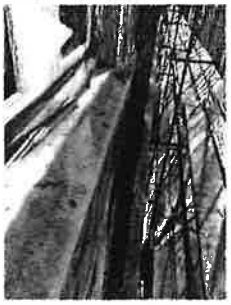
Notes: L3 walls need to be cleaned



Notes: L3 doors have tape residue



Notes: L3 doors have tape residue and cast stone damaged



Notes: L3 doors have tape residue and cast stone damaged



Notes: L3 doors have tape residue and cast stone damaged



Notes: L3 doors have tape residue and cast stone damaged



Notes: L3 doors have tape residue and cast stone damaged



Notes: L3 doors have tape residue and cast stone damaged



Notes: L3 doors have tape residue and cast stone damaged

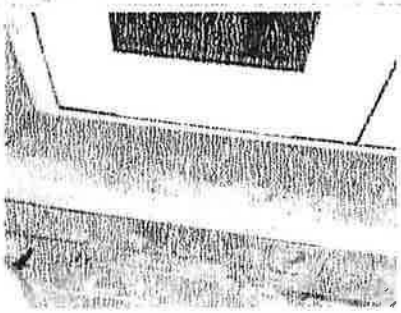
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Notes: L3 doors have tape residue and cast stone damaged





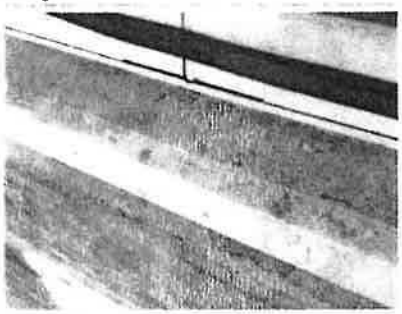
Notes: L3 doors have tape residue and cast stone damaged



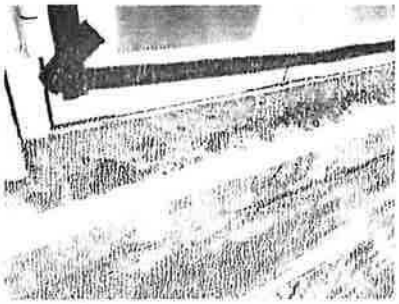
Notes: L3 doors have tape residue and cast stone damaged



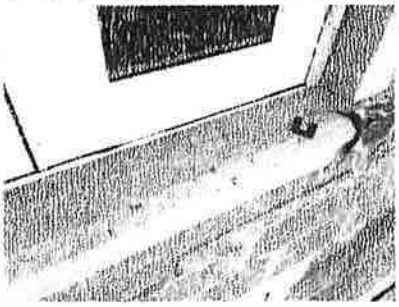
Notes: L3 doors have tape residue and cast stone damaged



Notes: L3 doors have tape residue and cast stone damaged



Notes: L3 doors have tape residue and cast stone damaged



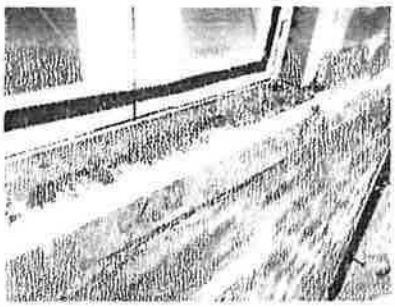
Notes: L3 doors have tape residue and cast stone damaged



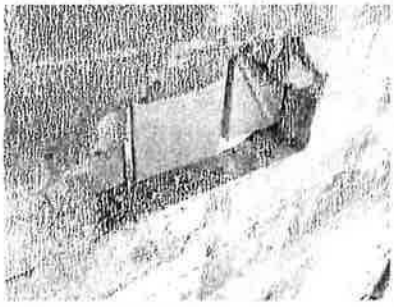
Notes: L3 doors have tape residue and cast stone damaged



Notes: L2 tape residue on windows



Notes: L3 doors have tape residue and cast stone damaged



Notes: L3 need block patched



Notes: L3 cast stone damaged



Notes: L2 tape residue on windows

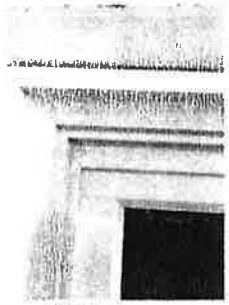


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Notes: L2 need high build and walls cleaned


Notes: L2 need high build and walls cleaned

Notes: L2 missing window

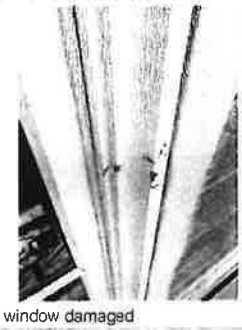

Notes: L2 window damaged


Notes: L2 need high build and walls cleaned

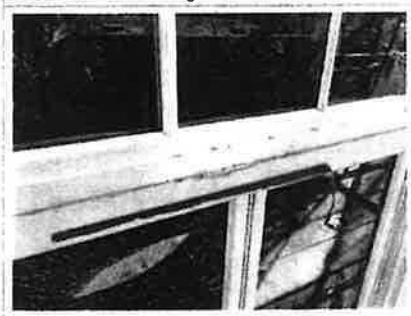

Notes: L2 need high build and walls cleaned

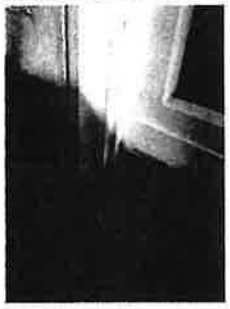

Notes: L2 need walls cleaned


Notes: L2 window damaged


Notes: L2 window damaged


Notes: L2 window damaged


Notes: L2 window damaged


Notes: L2 window damaged

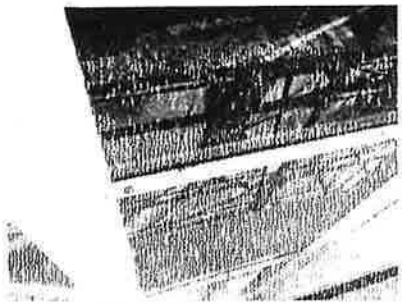

Notes: L2 window damaged


Notes: L2 window damaged

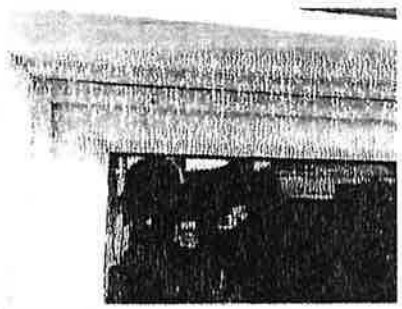

Notes: L2 window damaged



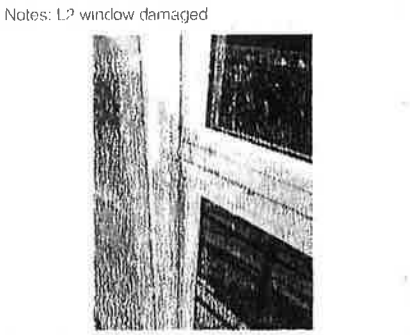
ELECTRONICALLY FILED - 2023 May 16 11:02 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108



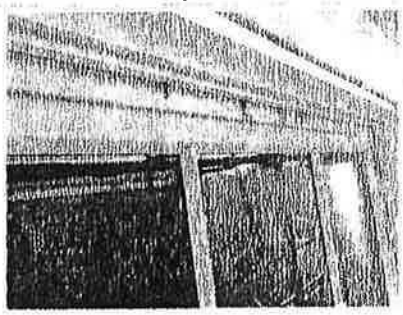
Notes: L2 window damaged



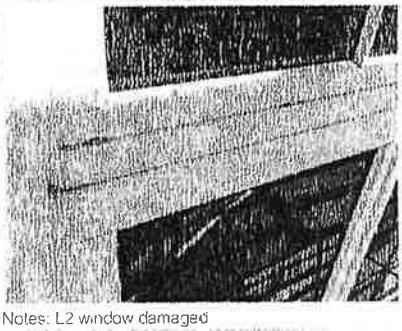
Notes: L2 window damaged



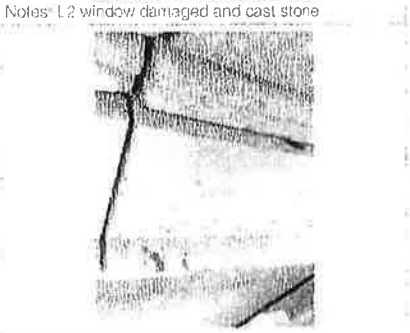
Notes: L2 window damaged



Notes: L2 window damaged



Notes: L2 window damaged



Notes: L2 window damaged and cast stone

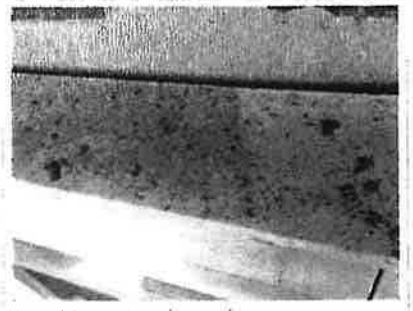
Notes: L2 cast stone damaged



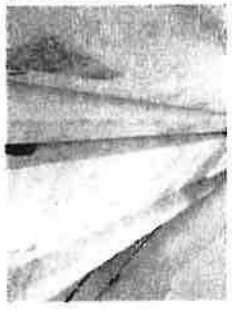
Notes: L2 window damaged and cast stone



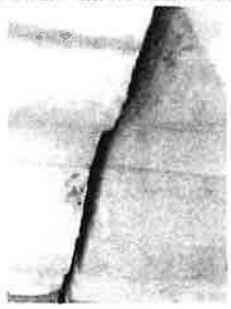
Notes: L2 window damaged



Notes: L2 cast stone damaged



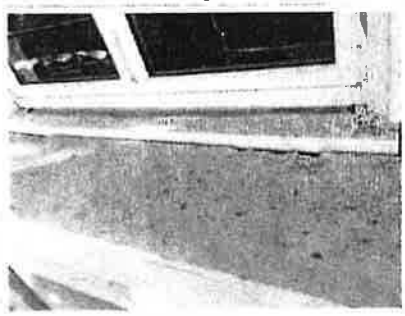
Notes: L2 cast stone damaged



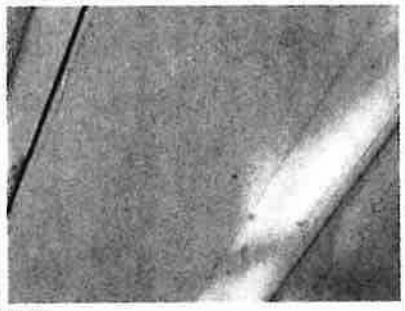
Notes: L2 cast stone damaged



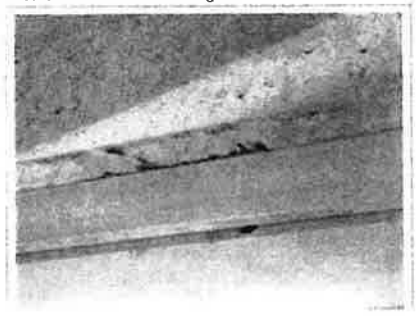
Notes: L2 cast stone damaged



Notes: L2 cast stone damaged



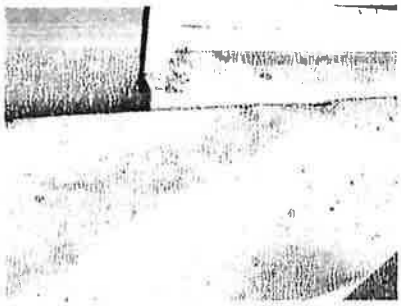
Notes: L2 cast stone damaged



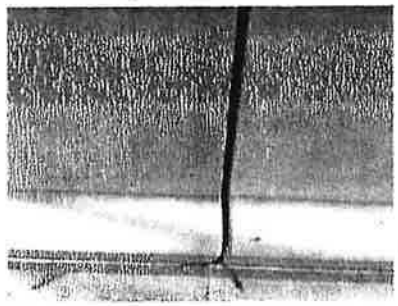
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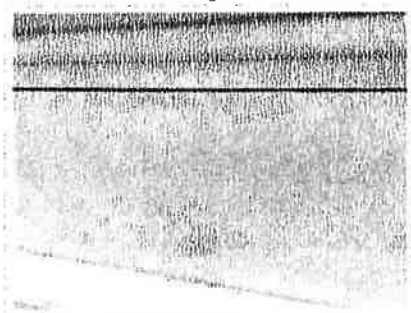
Notes: L2 cast stone damaged



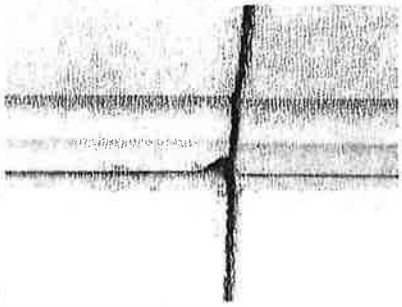
Notes: L2 cast stone damaged



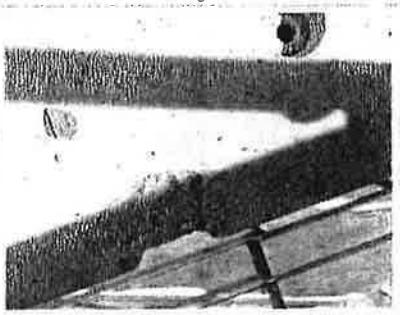
Notes: L2 cast stone damaged v



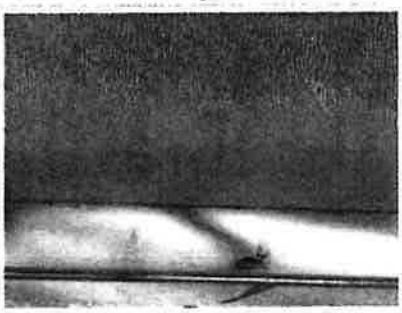
Notes: L2 cast stone damaged



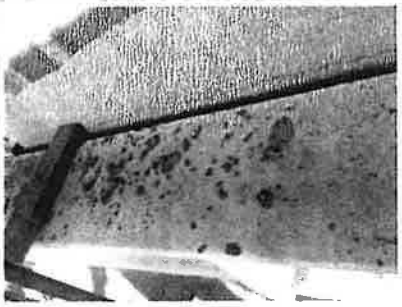
Notes: L2 cast stone damaged



Notes: L2 cast stone damaged



Notes: L2 cast stone damaged



Notes: L2 cast stone damaged



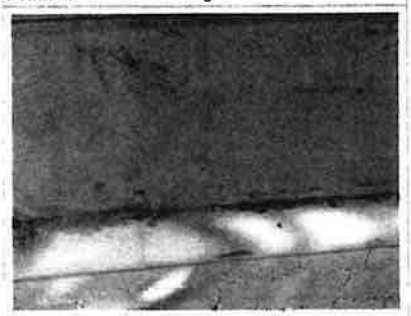
Notes: L2 cast stone damaged



Notes: L2 cast stone damaged



Notes: L2 cast stone damaged



Notes: L2 cast stone damaged



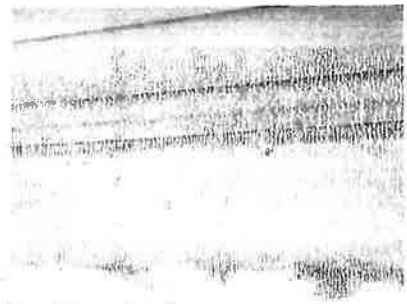
Notes: L2 cast stone damaged



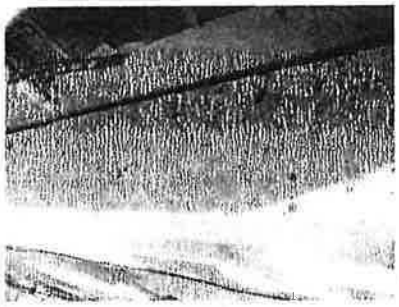
Notes: L2 cast stone damaged



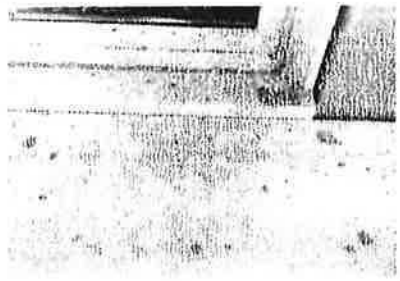
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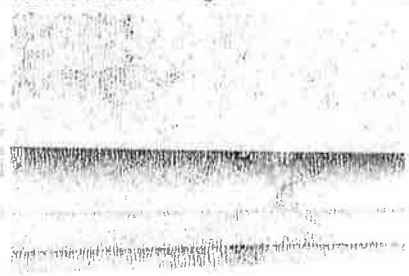
Notes: L2 cast stone damaged



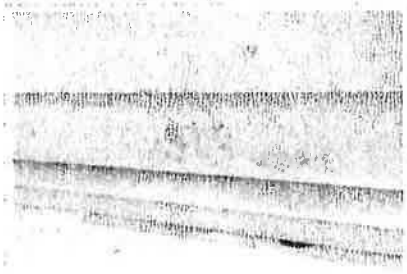
Notes: L2 cast stone damaged



Notes: L2 cast stone damaged



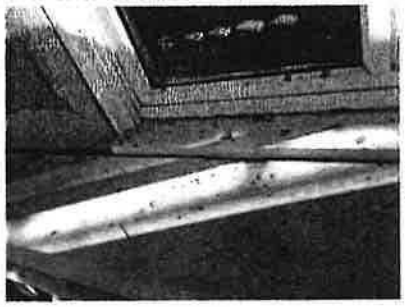
Notes: L2 cast stone damaged



Notes: L2 cast stone damaged



Notes: L2 cast stone damaged



Notes: L2 cast stone damaged

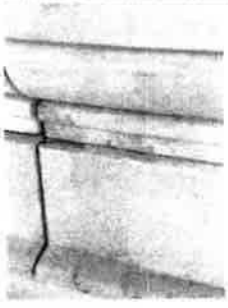


Notes: L2 cast stone damaged

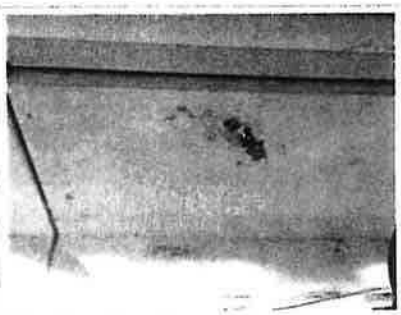




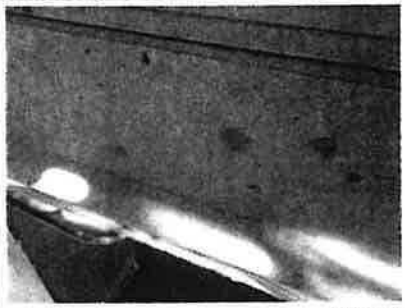
Notes: L2 cast stone damaged



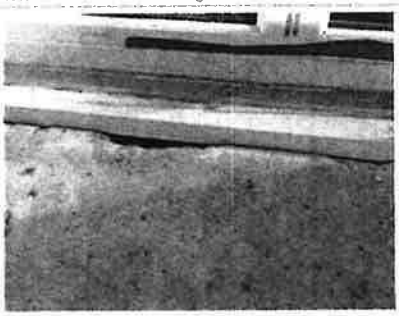
Notes: L2 cast stone damaged



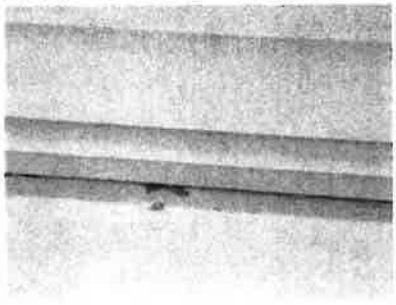
Notes: L2 cast stone damaged



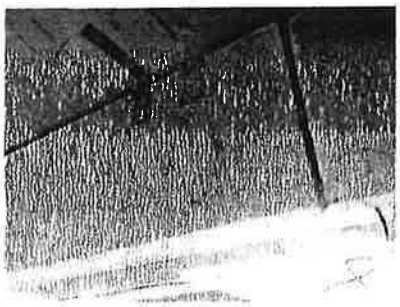
Notes: L2 cast stone damaged L2 cast stone damaged

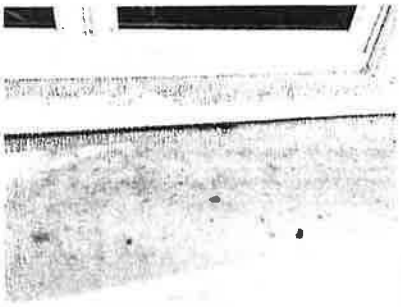


Notes: L2 cast stone damaged

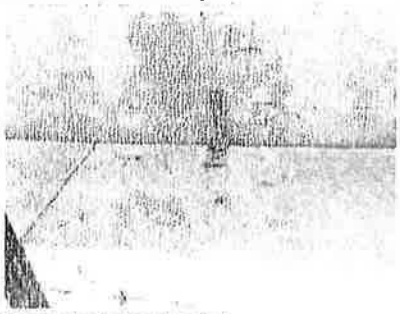


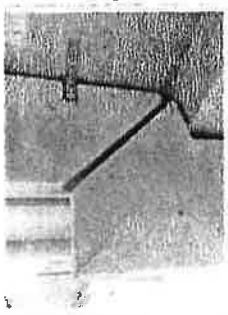
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Notes: L2 cast stone damaged

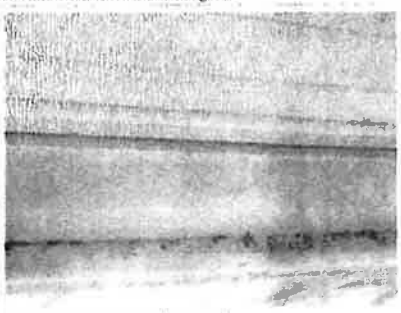

Notes: L2 cast stone damaged


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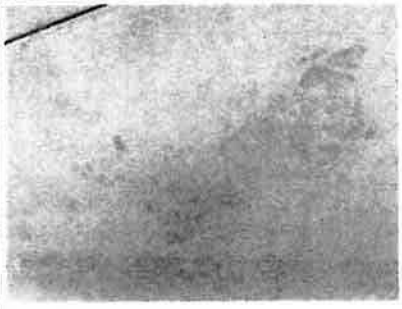

Notes: L2cast stone damaged

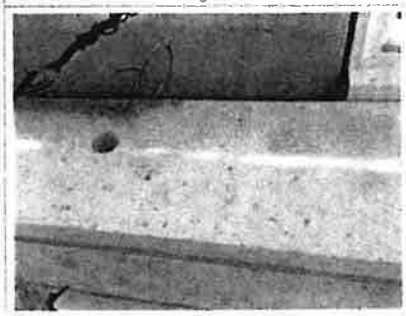

Notes: L2 cast stone damaged


Notes: L2 cast stone damaged and tape residue

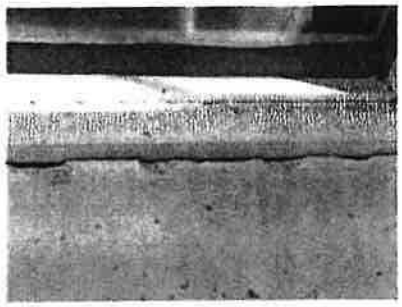

Notes: L2cast stone damaged


Notes: L2cast stone damaged

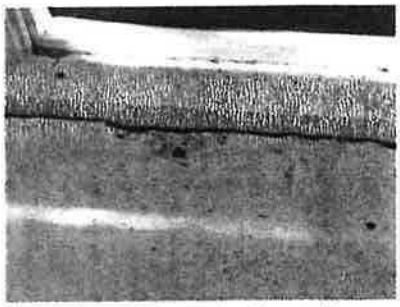

Notes: L2cast stone damaged



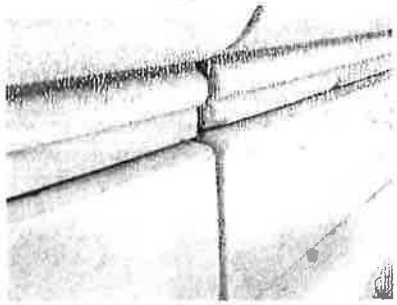
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Notes: L2 cast stone damaged and tape residue



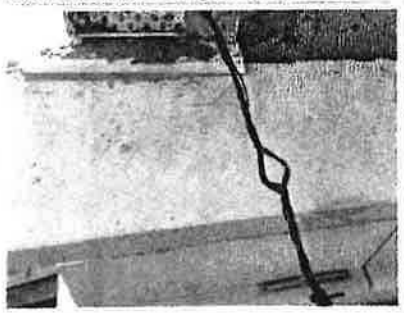
Notes: L2 cast stone damaged and tape residue



Notes: L2cast stone damaged



Notes: L2cast stone damaged



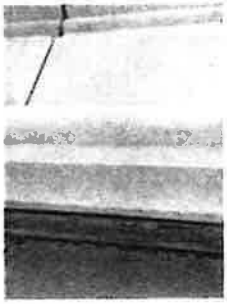
Notes: L2cast stone damaged



Notes: L2cast stone damaged



Notes: L2cast stone damaged



Notes: L2cast stone damaged



Notes: L2cast stone damaged



Notes: L2cast stone damaged



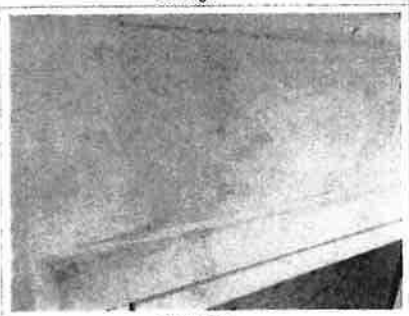
Notes: L2cast stone damaged



Notes: L2cast stone damaged

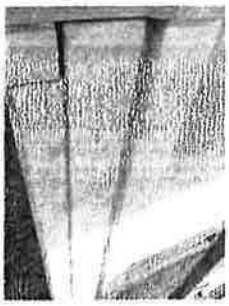


Notes: L2cast stone damaged



Notes: L2cast stone damaged





Notes: L2cast stone damaged



Notes: L2cast stone damaged

Notes: L2cast stone damaged



Notes: L2cast stone damaged

Notes: Pre wall North wall

Inspection: Incomplete *8/22/17*
Inspector: [Premier Exteriors, LLC] Hall, Michael

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DEFENDANT LIBRARY ASSOCIATES, LLC'S

TRIAL EXHIBIT #68

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

OWNER	LIBRARY ASSOCIATES, LLC. 17 Lockwood Drive, Suite 400 Charleston, SC 29401	PROJECT	THE HOTEL AT MARION SQUARE 404 KING STREET CHARLESTON, SC 29403	APPLICATION PERIOD FROM PERIOD TO	39 06/01/2018 06/30/2018
CONTRACTOR ADDRESS	Balfour Beatty Construction, LLC 1930 Camden Rd Charlotte, NC 28203	ARCHITECT ADDRESS PHONE #	WINFORD LINDSAY ARCHITECT 344 West Pike Street Lawrenceville, GA 30046 770-407-5796	VENDOR #: ARCHITECT'S PROJECT NO	
CONTRACT	THE HOTEL AT MARION SQUARE (Project #13026000)				

DISTRIBUTION TO:
- [X] OWNER
- [X] CONTRACTOR
- [X] ARCHITECT
- [ ] ENGINEERS

CONTRACT DATE	2/18/2015
NTP DATE	3/19/2015
CONTRACT COMPL DATE	8/19/2017

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner	TOTAL	$ 5,086,255.34	
Approved this Month			
No.	Date Approved		
14		$ 60,007.36	
	TOTALS	$ 60,007.36	$ -
Net change by Change Orders		$ 5,146,262.70	

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

1. ORIGINAL CONTRACT SUM			$ 59,344,747.00
2. Net change by Change Orders			$ 5,146,262.70
3. CONTRACT SUM TO DATE (Line 1 + 2)			$ 64,491,009.70
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)			$ 60,937,682.87
5. RETAINAGE:			
a.	Completed Work	$ 3,708,856.78	
b.	Stored Materials	$ 1,125.00	
Total Retainage (Line 5a + 5b or Total in Column J of G703)			$ 3,709,981.78
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)			$ 57,227,701.08
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)			$ 55,024,207.66
8. CURRENT PAYMENT DUE			$ 2,203,493.42
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)			$ 7,263,308.62

The undersigned Contractor certifies that to the best of the Contractor's knowledge information and belief the Work covered by this Appliction 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: **Balfour Beatty Construction, LLC.**

By: Alan Dooley Date: 7/10/18

State of: South Carolina County of: Charleston
Subscribed and sworn to before me this 10th day of July 2018
Notary Public: Nicholas Wegener
My Commission expires: 07/22/26

NICHOLAS WEGENER NOTARY PUBLIC COM. EXP. 07/22/2026 SOUTH CAROLINA

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 their 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 $ 2,203,493.42
(Attach explanation if amount certified differs from the amount applied for.)
ARCHITECT: WINFORD LINDSAY ARCHITECT
By: Jennifer Faulkinberry Date: 7.18.19

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.

G702-1963

EXHIBIT 8
WIT: PE 3/26/26
DATE: 8-4-21
TAURA J. VULCANO, RPR

EXHIBIT Dft 68

R - 15969

ELECTRONICALLY FILED - 2023 May 16 11:02 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

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R - 15970

CONTINUATION SHEET
APPLICATION AND CERTIFICATE FOR PAYMENT
containing Contractor's signed certificate, 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.

PROJECT #: 13629000
PROJECT: THE HOTEL AT MARION SQUARE
CHARLESTON, SC
O LIBRARY ASSOCIATES, LLC.

CONTINUATION G703

APPLICATION NUMBER: 39
PERIOD FROM: 06/01/2018
PERIOD TO: 06/30/2018

A	B		C				D	E	F	G	H	I	J
LINE		WORK DESCRIPTION	COMMITMENT VALUES				WORK COMPLETED						
			ORIGINAL AMOUNT	CHANGE ORDERS	BUDGET TRANSFERS	CURRENT AMOUNT	FROM PREVIOUS APPLICATION	THIS PERIOD	STORED MATERIALS	TOTAL COMPLETE AND STORED TO DATE (D + E)	% COMPLETE (G/C)	BALANCE TO FINISH (C - G)	RETAINAGE
			+	+		=							
1	GC'S	GENERAL CONDITIONALS (28 months)	3,716,855.00		14,984.00	3,201,839.00	3,224,979.00	6,884.00	-	3,231,839.00	100.0%	-	161,591.95
2						-	-	-	-	-	-	-	-
3		SUBCONTRACTS / COST OF WORK				-	-	-	-	-	-	-	-
4	GENERAL					-	-	-	-	-	-	-	-
5	02A	STAGING AND LOGISTICS	821,074.00			821,074.00			-				
6	01A	GENERAL TRADES	679,833.00		(400.00)	679,433.00	818,234.16		-	818,234.16	99.4%	4,849.84	40,911.21
7	SITE					-	353,555.79	22,800.00	-	376,355.79	83.6%	459,077.21	37,635.58
8	02A	SITEWORK	1,832,494.00		(17,466.06)	1,815,027.95	-	-	-	-	-	-	-
9	02J	HARDSCAPE, LANDSCAPE & IRRIGATION	317,316.00			317,316.00	1,443,743.43		-	1,443,743.43	80.4%	171,284.52	72,187.17
10	02K	SITE DEMOLITION ALLOWANCE	60,000.00			60,000.00	279,297.60	23,086.75	-	302,843.75	95.5%	14,372.25	15,147.19
11	STRUCTURE					-	57,539.27	-	-	57,539.27	71.9%	22,460.73	5,750.93
12	03L	DEEP FOUNDATIONS	2,389,814.00		(110,000.00)	2,116,814.00	1,778,278.00	-	-	1,778,278.00	83.9%	340,536.00	-
13	03A	CAST-IN-PLACE CONCRETE	7,337,999.00		163,367.93	7,501,282.93	7,501,282.93	-	-	7,501,282.93	100.0%	-	375,064.15
14	04A	MASONRY- CMU & CAST STONE	2,376,360.00		182,438.23	2,979,999.23	2,547,304.47	12,385.80	-	2,559,720.47	85.9%	10,298.56	255,972.07
15	05A	MISC. METALS	2,474,790.00		(56,016.00)	2,418,734.00	1,804,862.11	-	11,250.00	1,816,132.11	75.1%	602,601.89	181,613.21
16	SHELL					-	-	-	-	-	-	-	-
17	07A	ROOFING	856,998.00		234,206.00	1,089,604.00	1,071,744.58		-	1,071,744.58	98.3%	18,159.42	53,587.23
18	07B	WATERPROOFING/ CAULKING	742,900.00		50,408.40	793,308.40	778,447.71	-	-	778,447.71	98.1%	14,860.69	77,844.77
19	07E	STUCCO	913,588.50		442,248.36	1,355,384.36	1,332,739.03	13,966.87	-	1,346,704.90	99.4%	8,679.46	67,335.25
20	07F	FIREPROOFING	7,680.00			7,680.00	-	-	-	-	0.0%	7,680.00	-
21	07X	FIRESTOPPING	30,000.00		(30,000.00)	-	-	-	-	-	#DIV/0!	-	-
22	08F	GLASS (Hyper Jamestown Painted Steel Storefront)	1,283,997.00			1,283,997.00	1,193,428.05	10,334.85	-	1,203,762.90	93.7%	80,234.10	60,187.72
23	08H	INTERIOR GLAZING	1,164,877.00		1,081,366.65	2,246,243.65	2,119,784.79		-	2,119,784.79	94.4%	126,458.86	105,989.24
24	08I	WINDOWS	740,395.00		(740,395.00)	-	-	-	-	-	#DIV/0!	-	-
25	13D	FABRIC AWNINGS	12,000.00			12,000.00	-	-	-	-	0.0%	12,000.00	-
26	INTERIORS					-	-	-	-	-	#DIV/0!	-	-
27	04A	MASONRY- INTERIOR CAST STONE	280,800.00		(147,330.00)	82,470.00	71,699.00	10,285.00	-	81,984.00	99.4%	486.00	8,198.40
28	05A	INTERIORS ORNAMENTAL METALS	292,000.00		(81,470.00)	146,530.00	-	-	-	-	0.0%	146,530.00	-
29	06A	ROUGH CARPENTRY	211,677.00		66,000.00	266,677.00	264,647.13		-	264,647.13	99.2%	2,029.87	13,232.36
30	08D	DOORS, FRAMES, AND HARDWARE	1,604,746.80		183,346.72	1,788,093.52	1,304,065.61	167,806.93	-	1,471,872.54	78.0%	316,220.98	137,142.72
31	08K	SPECIAL DOORS	358,887.30		(130,000.00)	228,887.30	153,837.00	-	-	153,837.00	84.1%	89,190.63	7,691.85
32	08K	SMOKE CONTAINMENT BARRIER	13,353.00		112,100.00	125,453.00	19,000.00	-	-	19,000.00	15.5%	106,467.00	1,900.00
33	09A	METAL STUD FRAMING & DRYWALL / ACCOUSTICAL CEILINGS	3,717,093.30		760,791.37	4,477,884.37	4,439,135.58	68,973.07	-	4,488,108.65	99.8%	9,875.74	223,405.43
34	10A	SPECIALTIES	606,881.30		(17,168.00)	589,513.00	392,350.00	58,274.00	-	250,613.00	66.3%	196,899.00	19,153.65
35	10C	OPERABLE PARTITIONS	85,437.00			85,437.00	78,889.50	-	-	78,889.50	92.1%	6,547.50	7,888.95
36	11A	EQUIPMENT (PARKING LIFTS)	481,156.00		(7,166.00)	474,187.00	400,932.20	-	-	400,932.20	84.5%	73,254.80	40,093.22
37	11B	KITCHEN EQUIPMENT	-	-	884,873.00	884,873.00	874,953.81	-	-	874,953.81	98.9%	9,919.19	87,747.63
38	13A	POOL	365,864.00		(54,064.00)	311,800.00	287,560.00	-	-	287,560.00	92.2%	24,240.00	14,378.00
39	14A	ELEVATORS	1,476,319.00		140,498.07	1,616,817.07	1,476,319.00	-	-	1,476,319.00	91.4%	138,700.07	147,631.90
40	14B	WHEEL CHAIR LIFT	15,000.00			15,000.00	-	-	-	-	0.0%	15,000.00	-
41						-			-				
42	MEP					-			-				
43	15B	HVAC & PLUMBING	8,018,142.00		709,093.32	8,727,235.32	8,727,219.14		-	8,727,219.14	100.0%	16.18	436,360.96
44	15D	FIRE PROTECTION	464,920.00			464,920.00	463,592.50	1,327.50	-	465,260.00	99.6%	1,660.12	46,526.00
45	16A	ELECTRICAL	3,993,782.00		960,368.08	4,954,080.08	4,449,144.36	36,250.93	-	4,485,405.19	99.1%	41,675.49	448,540.52
46	FINISHES					-			-				
47	06B	FINISH CARPENTRY & CUSTOM MILLWORK	2,108,485.00	-	479,763.00	2,588,248.00	2,479,365.00	103,671.80	-	2,583,136.80	99.8%	5,111.10	129,058.95
48	09B	FLOORING	397,147.00	-	(18,099.00)	378,048.00	348,355.17	36,692.00	-	385,047.17	98.2%	93,011.83	20,804.72
49	09D	PAINTING & WALLCOVER	818,814.00		321,419.40	941,233.40	907,566.61	5,988.39	-	913,557.00	97.1%	27,566.00	45,643.35
50	09E	STONE & HARD TILE	3,508,850.00	-	(149,282.03)	3,413,567.97	3,372,954.45	34,268.70	-	3,407,183.15	99.8%	12,404.82	170,358.16
51	OCO 1	RCO 1, RCO 4, RCO 5, RCO 6, RCO 8, RCO 10, RCO 12	-	274,983.16	(274,983.16)	-	-	-	-	-	#DIV/0!	-	-
52	OCO 2	RCO 3, RCO 7, RCO 11, RCO 15, RCO 32	-	80,341.74	(80,341.74)	-	-	-	-	-	#DIV/0!	-	-
53	OCO 3	RCO 14, RCO 27R1, RCO 66R1, RCO 30R1	-	1,046,791.54	(1,046,791.54)	-	-	-	-	-	#DIV/0!	-	-
54	OCO 4	RCO 17R1, RCO 40	-	12,674.68	(12,674.68)	-	-	-	-	-	#DIV/0!	-	-
55	OCO 5	RCO 22, RCO 24, RCO 53, RCO 47, RCO 52, RCO53, RCO 68, RCO 58, RCO 77, RCO 91		65,181.71	(65,181.71)	-	-	-	-	-	#DIV/0!	-	-
56	OCO 6	RCO 34, RCO 34, RCO 38, RCO 45, RCO 49, RCO 51, RCO 62, RCO 65, RCO 97, RCO 99		368,310.84	(368,310.84)	-	-	-	-	-	#DIV/0!	-	-
57	OCO 7	RCO 18, RCO 23R1, RCO 28, RCO 33R3, RCO 31, RCO 36, RCO 56, RCO 59, RCO 61, RCO 63, RCO 64, RCO 67, RCO 70, RCO 72, RCO 73R1, RCO 78, RCO 80, RCO 81, RCO 82, RCO 85, RCO 94, RCO 96, RCO 87, RCO 98, RCO 89, RCO 90, RCO 101, RCO 114, RCO 116, RCO 117, RCO 118, RCO 120, RCO 121, RCO 124, RCO 125, RCO 133, RCO 139		1,178,843.75	(1,178,843.75)	-	-	-	-	-	#DIV/0!	-	-
58	OCO 8	RCO 084, RCO 104, RCO 107R4, RCO 111, RCO 113R1, RCO 126R1, RCO 127R1, RCO 135R1, RCO 137, RCO 136R3, RCO 142R2, RCO 145, RCO 147, RCO 149R2, RCO 150, RCO 152, RCO 155, RCO 157, RCO 166, RCO 170, RCO 173		1,156,857.87	(1,156,857.87)	-	-	-	-	-	#DIV/0!	-	-
59	OCO 9	RCO0 5, RCO 100R4, RCO 112, RCO 128, RCO 129, RCO 143, RCO 148R3, RCO 160, RCO 162R1, RCO 162, RCO 164, RCO 168R1, RCO 171.1, RCO 174, RCO 175R1, RCO 176, RCO 179, RCO 180, RCO 181, RCO 183, RCO 186, RCO 190, RCO 194, RCO 188R1, RCO 193, RCO 191, RCO 195, RCO 196, RCO 202, RCO 203R1, RCO 207, RCO 214, RCO 218, RCO 220		340,057.37	(340,057.37)	-	-	-	-	-	#DIV/0!	-	-
60	OCO 10	RCO 144, RCO 161R1, RCO 163, RCO 167, RCO 169, RCO 189, RCO 199R3, RCO 201R1, RCO 208, RCO 210, RCO 217, RCO 224, RCO 226, RCO 228, RCO 229, RCO 230R3, RCO 232, RCO 234		169,340.91	(169,340.91)	-	-	-	-	-	#DIV/0!	-	-
61	OCO 11	Construction Change Directives - April Draw		10,987.00	(10,987.00)	-	-	-	-	-	#DIV/0!	-	-
62	OCO 12	RCO 140, RCO 20AR1, RCO 231, RCO 235		84,036.32	(84,036.32)	-	-	-	-	-	#DIV/0!	-	-
63	OCO 13	Construction Change Directives - May Draw		53,945.00	(53,945.00)	-	-	-	-	-	#DIV/0!	-	-
64	OCO 14	Construction Change Directives - June Draw		98,810.72	(98,810.72)	-	-	-	-	-	#DIV/0!	-	-
		SUBTOTAL	66,646,268.80	4,691,643.79	34,482.40	99,588,012.19	86,819,338.46	648,384.69	11,250.00	87,348,383.14	94.9%	3,599,360.56	2,488,991.20

CONTINUATION SHEET

APPLICATION AND CERTIFICATE FOR PAYMENT

containing Contractor's signed certificate, 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.

PROJECT # 13025080

PROJECT THE HOTEL AT MARION SQUARE
CHARLESTON, SC
0 LIBRARY ASSOCIATES, LLC.

CONTINUATION G703

APPLICATION NUMBER 39
PERIOD FROM 06/01/2016
PERIOD TO 06/30/2016

A	B		C				D	E	F	G	H	I	J
LINE	WORK DESCRIPTION		COMMITMENT VALUES				WORK COMPLETED			TOTAL			
			ORIGINAL AMOUNT	CHANGE ORDERS	BUDGET TRANSFERS	CURRENT AMOUNT	FROM PREVIOUS APPLICATION	THIS PERIOD	STORED MATERIALS	COMPLETE AND STORED TO DATE (D + E)	% COMPLETE (G/C)	BALANCE TO FINISH (C - G)	RETAINAGE
			+/-	+/-		+/-							
65		CONSTRUCTION CONTINGENCY (2.25%)	1,000,000.00	-	(13,452.40)	1,046,259.60	743,845.50		-	743,845.50	71.1%	302,309.05	74,384.55
66		SPECIALTY SPACE SUPERVISION - NBM	100,000.00	-	-	100,000.00	-	-	-	-	0.0%	100,000.00	-
67		GENERAL LIABILITY INSURANCE (1%)	580,280.00	53,376.43	-	633,656.43	646,067.71	595.75	-	646,663.45	100.0%	-	-
68		SUBGUARD (1.25%)	673,140.00	60,305.33	-	736,445.33	736,777.70	787.55	-	737,493.25	100.0%	-	-
		SUBTOTAL	58,076,068.00	5,811,343.53	(6.80)	63,887,403.53	58,747,118.44	617,493.07	11,250.00	59,375,861.51	94.1%	3,711,858.21	2,560,471.53
69		FEE (2.5%)	1,451,902.00	134,910.18		1,586,821.18	1,479,334.03	15,718.33		1,495,052.36	94.2%	91,768.82	149,505.24
		TOTAL CONSTRUCTION COST	59,527,968.00	5,946,253.70	(6.80)	64,474,230.70	60,226,452.47	633,211.40	11,250.00	60,870,913.87	94.4%	3,803,316.83	2,709,976.77
70		PRECONSTRUCTION FEE	66,779.00			66,779.00	66,779.00	-	-	66,779.00	100.0%	-	-
		TOTAL COST WITH PRECON	59,594,747.00	5,946,253.70	(6.80)	64,741,009.70	60,293,231.47	633,211.40	11,250.00	60,937,692.87	94.1%	3,803,316.83	2,709,976.77
86		BUYOUT REDUCTION CONTRIBUTION	(250,000.00)			(250,004.00)		-	-	-	0.0%	(250,000.00)	-
		GRAND TOTAL	59,344,747.00	5,946,253.70	(6.80)	64,491,005.70	60,293,231.47	633,211.40	11,250.00	60,937,692.87	94.5%	3,553,316.83	2,709,976.77

R - 15971

ELECTRONICALLY FILED - 2023 May 16 11:02 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Project Name: Hotel at Marion Square Job No.: 13026400 Date: 06/20/18
Owner: Library Associates, LLC

Description of Work:	STUCCO	
Original Contract Amount	$861,508.00	
Change Order Total	493,626.50	GET BOND RIDER!
Through C/O #: 0		
Total Revised Contract	$1,355,134.59	
Previous Work Performed to Date(SSR)	$1,331,486.82	
Value of Materials Stored On Site	$0.00	
Value of Materials Stored Off Site	$0.00	
Current Month Gross	$13,968.87	
New Work Performed to Date	$1,345,454.69	
Less 10 % Retainage	$134,545.47	
Amount Earned to Date	$1,210,909.22	
Less Previous Net Billings	$1,198,337.24	
Less Adjustments/Joint Checks	$0.00	
Less Pending Back Charges	$0.00	
Total Amount this Requisition	$12,571.98	

Subcontract [X] Purchase Order [ ]
Other Contract Type
Unit Price [ ] Bonded [ ] Lump Sum [X] Unbonded [X]
Subguard [ ] Alternate Plan [ ]

Contract Increased 20%?	Y [X]	N [ ]
If yes, bond rider received	Y [ ]	N [ ]
EEO Reports Current	Y [ ]	N [ ]
Certified Payrolls Current	Y [ ]	N [ ]
Insurance Status	Finaled	
Insurance Expiration Date	01/01/18	
Release Attached	Y [ ]	N [ ]
Tier/Supplier Release if Required	Y [ ]	N [ ]
Reducing Retention	Y [ ]	N [ ]
If reducing retainage, reducing	From [ ]	To [X]
Consent of Surety for retention reduction if bonded	Y [ ]	N [ ]
New materials stored off site If yes, attach stored materials checklist	Y [ ]	N [X]
Final Payment If yes, see attached checklist	Y [ ]	N [X]

Owner Billing Number: 11
Owner Payment Rec'd Date:
Payment Terms: Pay When Paid
Pay Select # Batch #

For Balfour Beatty Use Only:

	CO #	Vendor #	Job #	Contract No.
	50000	3493097	13026400	532370
Date	Invoice #	Description		
06/30/18	13026400 - 16	13026400 . PE# 16 | . 18.06		
Gross Amount		Retainage Amt	Net Amount	
$13,968.87		$698.44	$12,571.98	
Trade Account?	Tax Code	Pay Item & Cost Code		Accrue Tax?
NO		400 51445000 40		NO

Hell Codes: 02- OWNER FUNDING
PM APP
Owner Waiver

Approvals:
PM / Date
CA 06/20/18
PA / Date
APA / Date

R - 15972

ELECTRONICALLY FILED - 2023 May 16 11:02 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Barnhart Balfour Beatty

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

TO CONSTRUCTION MANAGER:
Balfour Beatty Construction
1930 Camden Rd. Suite 260
Charlotte, NC 28210

PROJECT: **HOTEL AT MARION SQUARE**

APPLICATION NO: **16**

Distribution to:
X OWNER
X ARCHITECT
X INSPECTOR

PERIOD TO: **6/30/18**

FROM CONTRACTOR:
Premier Exteriors LLC
3087 Argent Blvd
Ridgeland, SC 29936

VIA ARCHITECT:

PROJECT NO: **#13026000**

CONTRACT FOR: CONSTRUCTION

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	$	861,508.09
2. Net change by Change Orders	$	483,946.60
3. CONTRACT SUM TO DATE (Line 1 ± 2)	$	1,345,454.69
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	$	1,345,454.69
5. RETAINAGE:	$	134,545.47
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$	1,210,909.22
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	1,198,337.24
8. CURRENT PAYMENT DUE	$	12,571.98
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	134,545.47

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$0.00	$0.00
Total approved this Month	$0.00	$0.00
TOTALS	$0.00	$0.00
NET CHANGES by Change Order	$0.00	

The undersigned Construction Manager (CM) certifies that to the best of the CM'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 CM 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.

SUBCONTRACTOR

By: _____ Date: 6/19/2018

CONTRACTOR

By: _____ Date: _____

CONSTRUCTION MANAGER:

By: _____ Date: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect advises the Owner that to the Architect's knowledge, information and belief the Work has progressed as indicated, the Work is in general accordance with the Contract Documents, and the Contractors are entitled to payment of the AMOUNT REQUESTED.

AMOUNT REQUESTED ..... $ 12,571.98

(Attach explanation if amount requested differs from the amount applied. Initial all figures on this Application and onthe Continuation Sheet that are changed to conform with the amount requested.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT REQUESTED 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.

AIA DOCUMENT G702 APPLICATION AND CERTIFICATION FOR PAYMENT - 1992 EDITION - AIA - ©1992 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W. - WASHINGTON, DC 20006-5292
Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

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claimants of any kind whatsoever, which Lienor now has or might have against Contractor and/or Owner and/or the buildings and improvements on the premises legally described as: See Exhibit "A" attached hereto (the "Property") on account of labor and services performed and/or material furnished for the construction of any improvements thereon; except for retention, and open change order requests, claims or disputes identified as follows:

_____

That the undersigned has the right and authority to execute this Conditional Partial Waiver and Release of Lien on behalf of the Lienor. That this is a waiver of all lien rights and other claims which Lienor has against the Property, the Contractor, and the Owner for all labor, material and services performed thereon, including all extras and change orders, that all laborers retained or employed by the Lienor for construction of improvements on the Property, all suppliers and sub-contractors of Lienor who have furnished labor, material and services for the undersigned for the construction of improvements on the Property, and all labor, services and materials used by the undersigned in the construction of said improvements, have been paid in full for work performed or materials supplied, up to and including the 30 day of June, 20 18, excluding the items identified hereinabove, if any.

THE UNDERSIGNED ACKNOWLEDGES THAT THE CONTRACTOR AND OWNER AND OTHER PARTIES HAVE A RIGHT TO RELY UPON THIS WAIVER AND RELEASE AND THAT MAKING ANY FALSE STATEMENTS SHALL CONSTITUTE PERJURY AND PUNISHMENT CAN BE MADE IN ACCORDANCE WITH THE LAWS OF THE STATE OF SOUTH CAROLINA.

IN WITNESS THEREOF, I have hereunto set my hand seal this 6 day of July, 20 18.

Signed, sealed and delivered
In the presence of:

Digitally signed by Kim Tredway
Date: 2018.07.06 09:24:08 -04'00'

Signature
Kim Tredway
Print Name

Premier Exteriors LLC
a _____ corporation

Justin Harvey
Signature
Justin Harvey/CEO
Print Name & Title

STATE OF SC

COUNTY OF Jasper

The foregoing instrument was acknowledged before me this 6 day of July, 20 18 by Justin Harvey, CEO of Premier Exteriors LLC, a _____ corporation on, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

_____
NOTARY PUBLIC, STATE OF SC

My Commission Expires: 11/25/23

R - 15974

ELECTRONICALLY FILED - 2023 May 16 11:02 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION 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 NO: 16
APPLICATION DATE: 6/19/18
PERIOD TO: 6/30/18
Balfour Beatty Project 0

BID PACKAGE #	CONTRACTOR	SCHEDULED VALUE	TOTAL CHANGE ORDERS	REVISED CONTRACT	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E+F)	WORK COMPLETED THIS PERIOD (H - E)	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE 10%
1			-	-			-	-		-	-
2	CO#1	CO#1	147,246.36	147,246.36	147,246.36		-	147,246.36	100.00%	-	14,724.64
3	Mock Wall	CO#4	2,822.16	2,822.16	2,822.16	-	-	2,822.16	100.00%	-	282.22
	Flashing CO's	CO#5	12,574.05	12,574.05	12,574.05		-	12,574.05	100.00%	-	1,257.41
	Window Returns	CO#6	40,284.00	40,284.00	40,284.00		-	40,284.00	100.00%	-	4,028.40
	Window Opening Patching	CO#6	4,680.00	4,680.00	4,680.00		-	4,680.00	100.00%	-	468.00
	Flashing at L3 Terraces	CO#6	2,234.00	2,234.00	2,234.00			2,234.00	100.00%	-	223.40
	ReWaterproofing Windows	CO#7	3,949.92	3,949.92	3,949.92			3,949.92	100.00%	-	394.99
	Stucco Wall Prep (Allowance)	CO#6	100,000.00	100,000.00	100,000.00			100,000.00	100.00%	-	10,000.00
	Flashing Add -Top 6th Floor Cornice	CO#11	4,718.00	4,718.00	4,718.00			4,718.00	100.00%	-	471.80
	Extra Manpower - High Build	CO#8	6,240.00	6,240.00	6,240.00			6,240.00	100.00%	-	624.00
	RFI 0516 3rd Floor Slab Edge	CO#9	2,696.75	2,696.75	2,696.75			2,696.75	100.00%	-	269.68
	Stucco Wall Prep (Allowance)	CO#10	100,000.00	100,000.00	100,000.00			100,000.00	100.00%	-	10,000.00
	L3 Terrace & Pool Flashing	CO#13	1,504.56	1,504.56	1,504.56			1,504.56	100.00%	-	150.46
	6th Floor Parapet Stucco Band	CO#12	6,537.25	6,537.25	6,537.25			6,537.25	100.00%	-	653.73
	Revise Lift Costs	CO#12	(1,247.76)	(1,247.76)	(1,247.76)			(1,247.76)	100.00%	-	(124.78)
	Flashing - 6th Floor Terrace	CO#13	7,082.46	7,082.46	7,082.46			7,082.46	100.00%	-	708.25
	Flashing - 3rd Floor Terrace	CO#13	4,417.32	4,417.32	4,417.32			4,417.32	100.00%	-	441.73
	Flashing - 9th Floor Terrace	CO#13	4,737.66	4,737.66	4,737.66			4,737.66	100.00%	-	473.77
	Stucco Wall Prep (10/18-11/10)	Not issued	4,080.00	4,080.00	4,080.00	-		4,080.00	100.00%	-	408.00
	Stucco Wall Prep	Not issued	12,030.00	12,030.00	12,030.00	-		12,030.00	100.00%	-	1,203.00
	Reskim Mock Up	Not issued	3,391.00	3,391.00	3,391.00			3,391.00	100.00%	-	339.10
	RFI 1125 Stair Credit	Approved (not executed)	(479.00)	(479.00)		(479.00)		(479.00)	100.00%	-	(47.90)
	Hurricane Prep							-	#DIV/0!	-	-
	Ballroom							-	#DIV/0!	-	-
	T&M High Build Main Entry	Not issued	2,265.00			2,265.00		2,265.00	#DIV/0!	(2,265.00)	226.50
	ABS Split	Not issued	2,552.87			2,552.87		2,552.87	#DIV/0!	(2,552.87)	255.29
	T&M Repair Work (5/23-6/6)	Not issued	9,630.00			9,630.00		9,630.00	#DIV/0!	(9,630.00)	963.00
4			-	-			-	-		-	-
5	Elevation North Materials	$85,551.67		85,551.67	85,551.67		-	85,551.67	100.00%	-	8,555.17
6	Elevation North Labor	$105,320.43		105,320.43	105,320.43		-	105,320.43	100.00%	-	10,532.04
7	Elevation EAST Materials	$71,293.06		71,293.06	71,293.06		-	71,293.06	100.00%	-	7,129.31
14	Elevation EAST Labor	$87,767.03		87,767.03	87,767.03		-	87,767.03	100.00%	-	8,776.70
15	Elevation SOUTH Materials	$80,798.80		80,798.80	80,798.80		-	80,798.80	100.00%	-	8,079.88
16	Elevation SOUTH Labor	$99,469.30		99,469.30	99,469.30		-	99,469.30	100.00%	-	9,946.93

R - 15975

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CONTINUATION SHEET

AIA DOCUMENT G703

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

APPLICATION NO: 16
APPLICATION DATE: 5/16/18
PERIOD TO: 5/30/18

Balfour Beatty Project: 8

HIB PACKAGE #	CONTRACTOR	SCHEDULED VALUE	TOTAL CHANGE ORDERS	REVISED CONTRACT	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E=F)	WORK COMPLETED THIS PERIOD (H - F)	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (Ic%)
17	Elevation WEST Materials	$68,916.62		68,916.62	68,916.62		-	68,916.62	100.00%	-	6,891.66
18	Elevation WEST Labor	$84,841.46		84,841.46	84,841.46		-	84,841.46	100.00%	-	8,484.15
19	Courtyard Materials	$49,905.14		49,905.14	49,905.14		-	49,905.14	100.00%	-	4,990.51
20	Courtyard Labor	$61,436.92		61,436.92	61,436.92		-	61,436.92	100.00%	-	6,143.69
21	Scaffolding	$66,207.66		66,207.66	66,207.66		-	66,207.66	100.00%	-	6,620.77
22				-			-	-		-	-
23				-			-	-		-	-
24				-			-	-		-	-
25				-			-	-		-	-
26				-			-	-		-	-
				-			-	-		-	-
	GRAND TOTALS	$861,598.09	$483,946.66	1,345,454.69	1,331,485.82	13,968.87	0.00	1,345,454.69	100.00%	0.00	134,545.47

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Balfour Beatty
Construction

TIER RELEASE SCHEDULE

Job Name	Hotel at Marion Square
Job #	13025000
Date Prepared:	6/19/2018
PRIME SUB'S NAME	Premier Exteriors LLC
Attachment for Pay Req #:	15
for Month Ending:	6/30/2018

A	B	C	D	E	F		G	H	I	J		K
Subcontractors/Suppliers List all subs or suppliers who will perform work for this contract. List Address & Phone Number	Indicate if tier is based in county of Project	Notice to Owner Filed?(NTO) (Yes/No)	Date NTO Filed:	Bonded Sub? (Yes/No)	Has tier billed for work to date? select: (Yes/No)		Cumulative dollar amount tier billed for work/materials to date:	Tier's most recent invoice is dated through:	Tier's most recent release is dated through: *(as noed on releases)*	Tier's most recent release is PARTIAL or FINAL? Select One		Comments:
Capitol Materials					YES		$296,514.39	6/19/2018	1/31/2018	PARTIAL		
4M Metals					YES		$9,993.83	6/19/2018	1/31/2018	PARTIAL		
Neff Rental (United)					YES		$12,592.80	6/19/2018	1/31/2018	PARTIAL		
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	

R - 15977

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BBC v. LIBRARY ASSOCIATES

2019-CP-10-01108

Library Associates, LLC's Designation of Deposition Excerpt Exhibits:

Deponent:
30(b)(6) Premier Exteriors (08.04.21)

Exhibit 2: Tabs 2-5

ELECTRONICALLY FILED - 2023 May 16 11:02 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

DEFENDANT LIBRARY ASSOCIATES, LLC'S

TRIAL EXHIBIT #69

APPLICATI AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

OWNER	LIBRARY ASSOCIATES, LLC. 17 Lockwood Drive, Suite 400 Charleston, SC 29401	PROJECT	THE HOTEL AT MARION SQUARE 404 KING STREET CHARLESTON, SC 29403	APPLICATION PERIOD FROM PERIOD TO	18 09/01/2016 09/30/2016
CONTRACTOR ADDRESS	Balfour Beatty Construction, LLC 1930 Camden Rd Charlotte, NC 28203	ARCHITECT ADDRESS	WINFORD LINDSAY ARCHITECT 344 West Pike Street Lawrenceville, GA 30046	VENDOR #: ARCHITECT'S PROJECT NO	
CONTRACT	THE HOTEL AT MARION SQUARE (Project #13026000)	PHONE #	770-407-5796		

DISTRIBUTION TO:
- [X] OWNER
- [X] CONTRACTOR
- [X] ARCHITECT
- [ ] ENGINEERS

CONTRACT DATE	2/18/2015
NTP DATE	3/19/2015
CONTRACT COMPL DATE	8/19/2017

CONTRACTOR'S APPLICATION FOR PAYMENT

HANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
hange Orders approved in evious months by Owner TOTAL	$ 1,485,539.91	
pproved this Month lo. Date Approved s	$ 75,283.11	
TOTALS	$ 75,283.11	$ -
et change by Change Orders	$	1,560,823.02

he undersigned Contractor certifies that to the best of the Contractor's knowledge formation and belief the Work covered by this Appliction for Payment has been ompleted in accordance with the Contract Documents, that all amounts have been aid by the Contractor for Work for which previous Certificates for Payment were sued and payments received from the Owner, and that current payment shown erein is now due.

ONTRACTOR: **Balfour Beatty Construction, LLC.**

By: _____ Date: 10/18/16

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

1. ORIGINAL CONTRACT SUM		$ 59,344,747.00
2. Net change by Change Orders		$ 1,560,823.02
3. CONTRACT SUM TO DATE (Line 1 + 2)		$ 60,905,570.02
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 22,173,165.11
5. RETAINAGE:		
a. 10 % of Completed Work	$ 2,070,099.73	
b. 10 % of Stored Materials	$ 10,272.10	
Total Retainage (Line 5a + 5b or Total in Column J of G703)		$ 2,080,371.83
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)		$ 20,092,793.28
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 18,132,042.11
8. CURRENT PAYMENT DUE		$ 1,960,751.17
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)		$ 40,812,776.74

State of: South Carolina County of: Charleston

Subscribed and sworn to before me this 14 day of October 2016

Notary Public: _____

My commission expires: 04-04-2022

ARCHITECT'S CERTIFICATE FOR PAYMENT

accordance with the Contract Documents, based on on-site observations and the ata comprising the above application, the Architect certifies to e Owner that to the best of their knowledge, information and belief the Work has progressed as dicated, the quality of the Work is in accordance with the Contract Documents, and e Contractor is entitled to payment of the AMOUNT CERTIFIED.

1,960,751.17

AMOUNT CERTIFIED $

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

ARCHITECT: WINFORD LINDSAY ARCHITECT

By: _____ Date: 10.19.16

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.

G702-1983

EXHIBIT 7
WITNESS 30(b)(6)
DATE: 8-27-21
TAURA J. VULCANO, RPR

EXHIBIT DFT 69
ALL-STATE LEGAL®

R-598

ELECTRONICALLY FILED - 2023 Mar 16 11:02 AM - CHARLESTON - COMMON PLEAS - CASE#:2019CP1001108

ONTINUATION SHEET

PPLICATION AND CERT TE FOR PAYMENT

ntaining Contractor's signed , is attached.

tabulations below, amounts ar ed to the nearest dollar.

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

'ECT # 13026000

ECT THE HOTEL AT MARION SQUARE
CHARLESTON, SC

0 LIBRARY ASSOCIATES, LLC.

CONTINUATION G703

APPLICATION NU 18

PERIOD F...M 09/01/2016

PERIOD TO 09/30/2016

A	B		C				D	E	F	G	H	I	J
			COMMITMENT VALUES				WORK COMPLETED						
LINE		WORK DESCRIPTION	ORIGINAL AMOUNT	CHANGE ORDERS	BUDGET TRANSFERS	CURRENT AMOUNT	FROM PREVIOUS APPLICATION	THIS PERIOD	STORED MATERIALS	TOTAL COMPLETE AND STORED TO DATE	% COMPLETE	BALANCE TO FINISH	RETAINAGE
			-1-	-2-		-3-				(D + E)	(F/C3)	(C3 - F)	
1	GIC'S	GENERAL CONDITIONALS (28 months)	3,216,855.00		2,447.00	3,219,302.00	1,953,090.56	114,887.68	-	2,067,978.24	64.2%	1,151,323.76	206,797.82
2						-	-	-	-	-	-	-	-
3		SUBCONTRACTS / COST OF WORK				-	-	-	-	-	-	-	-
4	GENERAL					-	-	-	-	-	-	-	-
5	00A	STAGING AND LOGISTICS	821,074.00			821,074.00	345,671.19	1,818.21	-	347,689.40	42.3%	473,384.60	34,768.94
6	01A	GENERAL TRADES	875,833.00			875,833.00	-	-	-	-	0.0%	875,833.00	-
7	SITE					-	-	-	-	-		-	-
8	02A	SITEWORK	1,632,494.00		(16,766.05)	1,615,727.95	1,342,217.73	7,726.80	-	1,349,944.53	83.6%	265,783.42	134,994.45
9	02J	HARDSCAPE, LANDSCAPE & IRRIGATION	317,316.00			317,316.00	-	-	-	-	0.0%	317,316.00	-
10	02K	SITE DEMOLTION ALLOWANCE	80,000.00			80,000.00	57,509.27	-	-	57,509.27	71.9%	22,490.73	5,750.93
11	STRUCTURE					-	-	-	-	-		-	-
12	02L	DEEP FOUNDATIONS	2,228,614.00			2,228,614.00	1,749,847.00	28,431.00	-	1,778,278.00	79.8%	450,336.00	177,827.80
13	03A	CAST-IN-PLACE CONCRETE	7,337,895.00		52,119.71	7,390,014.71	6,419,373.18	389,134.78	-	6,808,507.96	92.1%	581,506.75	680,850.80
14	04A	MASONRY- CMU & CAST STONE	2,378,350.00		(13,022.74)	2,365,327.26	312,650.00	213,650.00	-	526,500.00	22.3%	1,838,827.26	52,650.00
15	05A	MISC. METALS	2,474,750.00		22,097.00	2,496,847.00	690,620.00	3,000.00	7,500.00	701,120.00	28.1%	1,795,727.00	70,112.00
16	SHELL					-	-	-	-	-		-	-
17	07A	ROOFING	855,698.00			855,698.00	134,729.00	-	95,121.00	229,850.00	26.9%	625,848.00	22,985.00
18	07B	WATERPROOFING/ CAULKING	742,900.00		7,463.00	750,363.00	468,003.24	-	-	468,003.24	62.4%	282,359.76	46,800.32
19	07E	STUCCO	913,038.00		147,246.36	1,060,284.36	2,822.16	-	-	2,822.15	0.3%	1,057,462.20	282.22
20	007F	FIREPROOFING	7,580.00			7,580.00	-	-	-	-	0.0%	7,580.00	-
21	07X	FIRESTOPPING	20,000.00			20,000.00	-	-	-	-	0.0%	20,000.00	-
22	08F	GLASS (Hopes Jamestown Painted Steel Storefront)	1,283,597.00			1,283,597.00	252,918.00	-	-	252,918.00	19.7%	1,030,679.00	25,291.80
23	06H	INTERIOR GLAZING	1,154,577.00		186,423.50	1,341,000.50	73,275.00	55,000.00	-	128,275.00	9.6%	1,212,725.50	12,827.50
24	08I	WINDOWS	740,395.00			740,395.00	-	-	-	-	0.0%	740,395.00	-
25	13C	FABRIC AWNINGS	12,000.00			12,000.00	-	-	-	-	0.0%	12,000.00	-
26	INTERIORS					-	-	-	-	-	#DIV/0!	-	-
27	04A	MASONRY- INTERIOR CAST STONE	250,000.00			250,000.00	-	-	-	-	0.0%	250,000.00	-
28	05A	INTERIORS ORNAMENTAL METALS	230,000.00			230,000.00	-	-	-	-	0.0%	230,000.00	-
29	06A	ROUGH CARPENTRY	211,677.00			211,677.00	-	-	-	-	0.0%	211,677.00	-
30	08D	DOORS, FRAMES, AND HARDWARE	1,606,746.00		(14,113.28)	1,592,632.72	22,660.84	12,097.75	-	34,778.59	2.2%	1,557,854.13	3,477.86
31	08R	SPECIAL DOORS	359,997.00			359,997.00	14,000.00	-	-	14,000.00	3.9%	345,997.00	1,400.00
32	06X	SMOKE CONTAINMENT BARRIER	13,353.00			13,353.00	-	-	-	-	0.0%	13,353.00	-
33	09A	METAL STUD FRAMING & DRYWALL / ACCOUSTICAL CEILINGS	3,717,093.00		(915.00)	3,716,178.00	189,593.26	171,500.10	-	361,093.36	9.7%	3,355,084.64	36,109.34
34	10A	SPECIALTIES	606,681.00			606,681.00	-	-	-	-	0.0%	606,681.00	-
35	10C	OPERABLE PARTITIONS	83,437.00			83,437.00	-	-	-	-	0.0%	83,437.00	-
36	11A	EQUIPMENT (PARKING LIFTS)	481,755.00			481,755.00	90,702.20	-	-	90,702.20	18.8%	391,052.80	9,070.22
37	13A	POOL	365,864.00		32,450.00	398,314.00	168,365.00	-	-	168,365.00	42.3%	229,949.00	16,836.50
38	14A	ELEVATORS	1,475,219.00			1,475,219.00	662,059.00	-	-	662,059.00	44.9%	813,160.00	66,205.90
39	14B	WHEEL CHAIR LIFT	15,000.00			15,000.00	-	-	-	-	0.0%	15,000.00	-
40													
41	MEP					-				-			
42	15B	HVAC & PLUMBING	8,018,142.00		59,200.00	8,077,342.00	2,314,383.13	724,824.69	-	3,039,207.82	37.6%	5,038,134.18	303,920.78
43	15D	FIRE PROTECTION	466,920.00			466,920.00	126,944.50	34,801.00	-	161,745.50	34.6%	305,174.50	16,174.55
44	16A	ELECTRICAL	3,963,792.00		40,137.86	4,003,929.86	835,286.47	229,320.00	-	1,064,606.47	26.6%	2,939,323.39	106,460.65
45	FINISHES					-				-			
46	06B	FINISH CARPENTRY & CUSTOM MILLWORK	2,105,485.00	-	-	2,105,485.00	-	-	-	-	0.0%	2,105,485.00	-
47	09B	FLOORING	397,147.00	-	(19,085.00)	378,062.00	-	-	-	-	0.0%	378,062.00	-
48	09D	PAINTING & WALLCOVER	619,814.00	-	11,480.00	631,294.00	-	-	-	-	0.0%	631,294.00	-
49	09E	STONE & HARD TILE	3,568,650.00	-	-	3,568,650.00	29,022.00	-	-	29,022.00	0.8%	3,539,628.00	2,902.20
50	OCO 1	RCO 1, RCO 4, RCO 5, RCO 6, RCO 8, RCO 10, RCO 12	-	274,953.15	(169,229.80)	105,723.35	-	-	-	-	0.0%	105,723.35	-
51	OCO 2	RCO 3, RCO 7, RCO 11, RCO 15, RCO 32,	-	60,241.74	(60,827.77)	(586.03)	-	-	-	-	0.0%	(586.03)	-
52	OCO 3	RCO 14, RCO 27R1, RCO 9R1, RCO 20R1	-	1,048,791.54	(63,918.54)	984,873.00	-	-	-	-	0.0%	984,873.00	-
53	OCO 4	RCO 17R1, RCO 40	-	12,874.68	(12,874.68)	-	-	-	-	-	#DIV/0!	-	-
54	OCO 5	RCO 22, RCO 28, RCO 33, RCO 47, RCO 50, RC053, RCO 66, RCO 68, RCO 77, RCO 81	-	65,161.71	(170,311.57)	(105,149.86)	-	-	-	-	0	(105,149.86)	-
		SUBTOTAL	55,649,938.00	1,482,022.82	-	57,131,960.82	18,256,062.73	1,986,192.01	102,721.00	20,344,975.74	35.6%	36,786,985.08	2,034,497.57

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ONTINUATION SHEET
PPLICATION AND CERT TE FOR PAYMENT
ttaining Contractor's signed , is attached.
tabulations below, amounts are ...ed to the nearest dollar.
e Column I on Contracts where variable retainage for line items may apply.

ECT # 13026000
ECT THE HOTEL AT MARION SQUARE
CHARLESTON, SC
0 LIBRARY ASSOCIATES, LLC.

CONTINUATION G703

APPLICATION NU 18
PERIOD FROM 09/01/2016
PERIOD TO 09/30/2016

A	B	C				D	E	F	G	H	I	J
		COMMITMENT VALUES				WORK COMPLETED						
LINE	WORK DESCRIPTION	ORIGINAL AMOUNT	CHANGE ORDERS	BUDGET TRANSFERS	CURRENT AMOUNT	FROM PREVIOUS APPLICATION	THIS PERIOD	STORED MATERIALS	TOTAL COMPLETE AND STORED TO DATE	% COMPLETE	BALANCE TO FINISH	RETAINAGE
		-1-	-2-		-3-				(D + E)	(F/C3)	(C3 - F)	
54	CONSTRUCTION CONTINGENCY (2.25%)	1,060,688.00	-	-	1,060,688.00	-	-	-	-	0.0%	1,060,688.00	-
55	SPECIALTY SPACE SUPERVISION - NBM	100,000.00	-	-	100,000.00	-	-	-	-	0.0%	100,000.00	-
56	GENERAL LIABILITY INSURANCE (1%)	595,280.00	16,906.95	-	612,186.95	612,186.95	-	-	612,186.95	100.0%	(0.00)	-
57	SUBGUARD (1.25%)	670,160.00	20,320.85	-	690,480.85	690,480.85		-	690,480.85	100.0%	(0.00)	-
	SUBTOTAL	58,076,066.00	1,519,250.61	-	59,595,316.61	19,658,730.53	1,986,192.01	102,721.00	21,647,643.54	36.3%	37,947,673.07	2,034,497.57
58	FEE (2.5%)	1,451,902.00	41,572.41		1,493,474.41	409,087.77	49,654.80		458,742.57	30.7%	1,034,731.84	45,874.26
	TOTAL CONSTRUCTION COST	59,527,968.00	1,560,823.02	-	61,088,791.02	19,967,818.30	2,035,846.81	102,721.00	22,106,386.11	36.2%	38,982,404.91	2,080,371.83
59	PRECONSTRUCTION FEE	66,779.00			66,779.00	66,779.00	-		66,779.00	100.0%	-	-
	TOTAL COST WITH PRECON	59,594,747.00	1,560,823.02	-	61,155,570.02	20,034,597.30	2,035,846.81	102,721.00	22,173,165.11	36.3%	38,982,404.91	2,080,371.83
60	BUYOUT REDUCTION CONTRIBUTION	(250,000.00)			(250,000.00)				-	0.0%	(250,000.00)	-
	GRAND TOTAL	59,344,747.00	1,560,823.02	-	60,905,570.02	20,034,597.30	2,035,846.81	102,721.00	22,173,165.11	36.4%	38,732,404.91	2,080,371.83

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APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

L6593

TO CONSTRUCTION MANAGER:
Balfour Beatty Construction
1930 Camden Rd. Suite 280
Charlotte, NC 28210

PROJECT: **HOTEL AT MARION SQUARE**

APPLICATION NO: **15**

Distribution to:
X OWNER
X ARCHITECT
X INSPECTOR

FROM CONTRACTOR:
Lithko Contracting, LLC
P.O. BOX 270
MONROE, OH 45050

VIA ARCHITECT:

PERIOD TO: **9/30/2016**

PROJECT NO: **#13028000**

CONTRACT FOR: CONCRETE

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM		$ 7,019,990.00
2. Net change by Change Orders		$ 451,039.96
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 7,471,029.96
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 6,808,507.96
5. RETAINAGE:	$ 680,850.80	
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)		$ 6,127,657.16
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 5,777,435.86
8. CURRENT PAYMENT DUE		$ 350,221.30
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		$ 1,343,372.80

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$412,946.18	$0.00
Total approved this Month	$38,093.78	$0.00
TOTALS	$451,039.96	$0.00
NET CHANGES by Change Order	$451,039.96	

The undersigned Contractor (CM) certifies that to the best of the CM'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 CM 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.

DISTRICT:

By: Beatrice Barnes — 9/19/2016
BILLING COORDINATOR — Date

DISTRICT:

By: _____ Date: _____

CONSTRUCTION MANAGER:

By: _____ Date: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect advises the Owner that to the Architect's knowledge, information and belief the Work has progressed as indicated, the Work is in general accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT REQUESTED.

AMOUNT REQUESTED . . . . . $ 350,221.30

Attach explanation if amount requested differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount requested.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT REQUESTED 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.

AIA DOCUMENT G702 - APPLICATION AND CERTIFICATION FOR PAYMENT - 1992 EDITION - AIA - ©1992
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Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

AIA DOCUMENT G703 - CONTINUATION SHEET FOR G702 - 1992 EDITION - AIA - ©1992
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CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 15
APPLICATION DATE: 9/19/2016
PERIOD TO: 9/30/2016

1.5593

Balfour Beatty Project #3026000

BID PACKAGE	CONTRACTOR	SCHEDULED VALUE	TOTAL CHANGE ORDERS	REVISED CONTRACT	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E+F)	WORK COMPLETED THIS PERIOD (E+F)	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE 10%
1	Submittals	$ 20,000.00		20,000.00	20,000.00	-	-	20,000.00	100.00%	-	2,000.00
2	Mobilization	$ 90,890.00		90,890.00	90,890.00		-	90,890.00	100.00%	-	9,089.00
3	Rebar Materials	$ 815,000.00		815,000.00	779,586.00		-	779,586.00	95.65%	35,414.00	77,958.60
4	Post Tensioning	$ 276,000.00		276,000.00	236,000.00		-	236,000.00	85.51%	40,000.00	23,600.00
5	Carrying beam	$ 167,000.00		167,000.00	167,000.00	-	-	167,000.00	100.00%	-	16,700.00
6	Foundations	$ 760,000.00		760,000.00	760,000.00	-	-	760,000.00	100.00%	-	76,000.00
7	Slab on grade	$ 360,000.00		360,000.00	360,000.00	-	-	360,000.00	100.00%	-	36,000.00
8	Elevated Slab 1	$ 458,700.00		458,700.00	458,700.00		-	458,700.00	100.00%	-	45,870.00
9	Walls lift 1	$ 86,000.00		86,000.00	86,000.00		-	86,000.00	100.00%	-	8,600.00
10	Columns Lift 1	$ 66,000.00		66,000.00	66,000.00		-	66,000.00	100.00%	-	6,600.00
11	Elevated Slab 2	$ 462,000.00		462,000.00	462,000.00	-	-	462,000.00	100.00%	-	46,200.00
12	Walls lift 2	$ 106,000.00		106,000.00	106,000.00	-	-	106,000.00	100.00%	-	10,600.00
13	Columns Lift 2	$ 67,000.00		67,000.00	67,000.00	-	-	67,000.00	100.00%	-	6,700.00
14	Elevated Slab 3	$ 447,000.00		447,000.00	447,000.00		-	447,000.00	100.00%	-	44,700.00
15	Walls lift 3	$ 86,500.00		86,500.00	86,500.00	-	-	86,500.00	100.00%	-	8,650.00
16	Columns Lift 3	$ 57,000.00		57,000.00	57,000.00	-	-	57,000.00	100.00%	-	5,700.00
17	Elevated Slab 4	$ 370,250.00		370,250.00	370,250.00		-	370,250.00	100.00%	-	37,025.00
18	Walls lift 4	$ 67,000.00		67,000.00	67,000.00		-	67,000.00	100.00%	-	6,700.00
19	Columns Lift 4	$ 38,000.00		38,000.00	38,000.00		-	38,000.00	100.00%	-	3,800.00
20	Elevated Slab 5	$ 378,050.00		378,050.00	378,050.00		-	378,050.00	100.00%	-	37,805.00
21	Walls lift 5	$ 63,000.00		63,000.00	63,000.00		-	63,000.00	100.00%	-	6,300.00
22	Columns Lift 4	$ 38,000.00		38,000.00	38,000.00		-	38,000.00	100.00%	-	3,800.00
23	Elevated Slab 6	$ 374,050.00		374,050.00	374,050.00		-	374,050.00	100.00%	-	37,405.00
24	Walls lift 6	$ 58,000.00		58,000.00	58,000.00		-	58,000.00	100.00%	-	5,800.00
25	Columns Lift 6	$ 38,000.00		38,000.00	38,000.00		-	38,000.00	100.00%	-	3,800.00
26	Elevated Slab 7	$ 209,050.00		209,050.00	75,000.00	134,050.00	-	209,050.00	100.00%	-	20,905.00
27	Walls lift 7	$ 58,000.00		58,000.00	43,500.00	14,500.00	-	58,000.00	100.00%	-	5,800.00
28	Columns Lift 7	$ 38,000.00		38,000.00	28,500.00	9,500.00	-	38,000.00	100.00%	-	3,800.00
29	Elevated Slab 8	$ 209,050.00		209,050.00		20,000.00	-	20,000.00	9.57%	189,050.00	2,000.00
30	Walls lift 8	$ 53,000.00		53,000.00		30,000.00	-	30,000.00	56.60%	23,000.00	3,000.00
31	Columns Lift 8	$ 33,000.00		33,000.00		17,991.00	-	17,991.00	54.52%	15,009.00	1,799.10
32	Elevated Slab 9	$ 209,050.00		209,050.00			-	-	0.00%	209,050.00	-
33	Walls lift 9	$ 53,000.00		53,000.00			-	-	0.00%	53,000.00	-
34	Columns Lift 9	$ 33,000.00		33,000.00			-	-	0.00%	33,000.00	-
35	Formwork Rental for August & September	$ 125,000.00		125,000.00		125,000.00		125,000.00	100.00%	-	12,500.00
36	Stairs	$ 50,000.00		50,000.00	18,000.00		-	18,000.00	36.00%	32,000.00	1,800.00
37	Toppings and Pads	$ 40,000.00		40,000.00	40,000.00		-	40,000.00	100.00%	-	4,000.00
38	SOMC	$ 20,000.00		20,000.00			-	-	0.00%	20,000.00	-
39	Punch	$ 140,400.00		140,400.00	127,401.00		-	127,401.00	90.74%	12,999.00	12,740.10

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CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION 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 NO: 15
APPLICATION DATE: 9/10/2016
PERIOD TO: 9/30/2016

L6593

Balfour Beatty Project 13626000

BID PACKAGE #	CONTRACTOR	SCHEDULED VALUE	TOTAL CHANGE ORDERS	REVISED CONTRACT	WORK COMPLETED: FROM PREVIOUS APPLICATION (D+E+F)	WORK COMPLETED: THIS PERIOD (E - E)	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G÷C)	BALANCE TO FINISH (C - G)	RETAINAGE 10%
40	CO #1	$ -	6,998.75	6,998.75	6,998.75	-		6,998.75	100.00%	-	699.88
41	CO #2		20,000.00	20,000.00	20,000.00	-		20,000.00	100.00%	-	2,000.00
42	CO #3		25,000.00	25,000.00	25,000.00	-		25,000.00	100.00%	-	2,500.00
43	CO #4		9,939.79	9,939.79	9,939.79	-		9,939.79	100.00%	-	993.98
44	CO #5		3,749.32	3,749.32	3,749.32	-		3,749.32	100.00%	-	374.93
45	CO #6		7,975.46	7,975.46	7,975.46	-		7,975.46	100.00%	-	797.55
46	CO#7		25,000.00	25,000.00	25,000.00	-		25,000.00	100.00%	-	2,500.00
47	CO #8		50,000.00	50,000.00	50,000.00	-		50,000.00	100.00%	-	5,000.00
48	CO #9		30,422.49	30,422.49	30,422.49	-		30,422.49	100.00%	-	3,042.25
49	CO #10		50,000.00	50,000.00	50,000.00	-		50,000.00	100.00%	-	5,000.00
50	CO #11		40,103.98	40,103.98	40,103.98	-		40,103.98	100.00%	-	4,010.40
51	CO #12		50,000.00	50,000.00	50,000.00	-		50,000.00	100.00%	-	5,000.00
52	CO #13		43,700.35	43,700.35	43,700.35	-		43,700.35	100.00%	-	4,370.04
53	CO #14		8,056.04	8,056.04	8,056.04	-		8,056.04	100.00%	-	805.60
54	CO #15		-	-				-	0.00%	-	-
55	CO #16		40,000.00	40,000.00	40,000.00			40,000.00	100.00%	-	4,000.00
56	CO #17		-	-	-			-	100.00%	-	-
57	CO #18		2,937.00	2,937.00		2,937.00		2,937.00	100.00%	-	293.70
58	CO #19		4,686.08	4,686.08		4,686.08		4,686.08	100.00%	-	468.61
59	CO #20		30,470.70	30,470.70		30,470.70		30,470.70	100.00%	-	3,047.07
				-							
				-			-	-	0.00%	-	-
	GRAND TOTALS	7,019,990.00	451,039.96	7,471,029.96	6,419,373.18	389,134.78	0.00	6,808,507.96	96.99%	662,522.00	680,850.80

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L6593

Subcontractor's and Other Lower Tier's Conditional Partial Waiver and Release of Lien
(Upon Progress Payment)

KNOW ALL MEN BY THESE PRESENTS:

That LITHKO CONTRACTING, LLC (the "Lienor") for and in consideration of the payment of the sum of $ 350,221.30 and other good and valuable consideration paid by Balfour Beatty Construction, LLC (the "Contractor") or Library Associates, LLC ("Owner"), ~~receipt of which is hereby acknowledged~~, hereby releases, waives and quit claims to Contractor, the Owner, and their respective successors and assigns, all liens, lien rights, claims or demands of any kind whatsoever, which Lienor now has or might have against Contractor and/or Owner and/or the buildings and improvements on the premises legally described as: See Exhibit "A" attached hereto (the "Property") on account of labor and services performed and/or material furnished for the construction of any improvements thereon; except for retention, and open change order requests, claims or disputes identified as follows:

NONE

That the undersigned has the right and authority to execute this Conditional Partial Waiver and Release of Lien on behalf of the Lienor. That this is a waiver of all lien rights and other claims which Lienor has against the Property, the Contractor, and the Owner for all labor, material and services performed thereon, including all extras and change orders, that all laborers retained or employed by the Lienor for construction of improvements on the Property, all suppliers and sub-contractors of Lienor who have furnished labor, material and services for the undersigned for the construction of improvements on the Property, and all labor, services and materials used by the undersigned in the construction of said improvements, ~~have been~~ *will be* paid in full for work performed or materials supplied, up to and including the 30TH day of SEPTEMBER, 2016, excluding the items identified hereinabove, if any.

THE UNDERSIGNED ACKNOWLEDGES THAT THE CONTRACTOR AND OWNER AND OTHER PARTIES HAVE A RIGHT TO RELY UPON THIS WAIVER AND RELEASE AND THAT MAKING ANY FALSE STATEMENTS SHALL CONSTITUTE PERJURY AND PUNISHMENT CAN BE MADE IN ACCORDANCE WITH THE LAWS OF THE STATE OF SOUTH CAROLINA.

IN WITNESS THEREOF, I have hereunto set my hand seal this 29TH day of SEPTEMBER, 2016.

Signed, sealed and delivered
in the presence of:

Amanda Oliver
Signature

Amanda Oliver
Billing Coordinator
Print Name & Title

LITHKO CONTRACTING, LLC
a corporation

Rosetta Barnes
Signature

ROSETTA BARNES, BILLING COORDINATOR
Print Name & Title

STATE OF OHIO

COUNTY OF WARREN

The foregoing instrument was acknowledged before me this 29TH day of SEPTEMBER, 2016, by ROSETTA BARNES, BILLING COORDINATOR of LITHKO CONTRACTING, LLC, a corporation on, on behalf of the corporation. He/she is personally known to me or has produced N/A (type of identification) as identification.

TRACEY L. ABRAMS
Notary Public, State of Ohio
My Commission Expires
June 23, 2017
Commission # 2012-RE-418365

My Commission Expires:

Tracey Abrams
NOTARY PUBLIC, STATE OF OHIO

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DEFENDANT LIBRARY ASSOCIATES, LLC'S

TRIAL EXHIBIT #70

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

OWNER	**LIBRARY ASSOCIATES, LLC.** 17 Lockwood Drive, Suite 400 Charleston, SC 29401	PROJECT	**THE HOTEL AT MARION SQUARE** 404 KING STREET CHARLESTON, SC 29403
CONTRACTOR ADDRESS	**Balfour Beatty Construction, LLC** 1930 Camden Rd Charlotte, NC 28203	ARCHITECT ADDRESS	**WINFORD LINDSAY ARCHITECT** 344 West Pike Street Lawrenceville, GA 30046
CONTRACT	**THE HOTEL AT MARION SQUARE** (Project #13026000)	PHONE #	770-407-5796

APPLICATION 19
PERIOD FROM 10/01/2016
PERIOD TO 10/31/2016
VENDOR #:
ARCHITECT'S PROJECT NO

DISTRIBUTION TO:
- [X] OWNER
- [X] CONTRACTOR
- [X] ARCHITECT
- [ ] ENGINEERS

CONTRACT DATE	**2/18/2015**
NTP DATE	**3/19/2015**
CONTRACT COMPL DATE	**8/19/2017**

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner TOTAL	$ 1,560,823.02	
Approved this Month		
No. / Date Approved	$ -	
TOTALS	$ -	$ -
Net change by Change Order:	$ 1,560,823.02	

The undersigned Contractor certifies that to the best of the Contractor's knowledge information and belief the Work covered by this Appliction 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: **Balfour Beatty Construction, LLC.**

By: Nick R. Starcevic PM Date: 11/14/16

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

1. ORIGINAL CONTRACT SUM		$ 59,344,747.00
2. Net change by Change Orders		$ 1,560,823.02
3. CONTRACT SUM TO DATE (Line 1 + 2)		$ 60,905,570.02
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 24,725,112.26
5. RETAINAGE:		
a.	10 % of Completed Work $ 2,287,643.33	
b.	10 % of Stored Materials $ 47,923.22	
Total Retainage (Line 5a + 5b or Total in Column J of G703)		$ 2,335,566.55
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)		$ 22,389,545.72
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 20,092,793.28
8. CURRENT PAYMENT DUE		$ 2,296,752.44
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)		$ 38,516,024.30

State of: South Carolina County of: Charleston
Subscribed and sworn to before me this 14th day of November 2016
Notary Public: Emily Wheeler
My commission expires: 04-04-2022

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 their 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.

2,296,752.44

AMOUNT CERTIFIED $

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

ARCHITECT: WINFORD LINDSAY ARCHITECT

By: J. Faulkinberry Date: 11.15.16

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.

G702-1983

EMILY WHEELER
Notary Public - State of South Carolina
My Commission Expires April 4, 2022

EXHIBIT 9
WIT: Lithko 3(b)(6)
DATE: 8.27.21
TAURA J. VULCANO, RPR

EXHIBIT DFT 70
ALL-STATE LEGAL®

R-15988

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CONTINUATION SHEET

APPLICATION AND CERT TE FOR PAYMENT

containing Contractor's signed , is attached.

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

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

ECT # 13026000

ECT THE HOTEL AT MARION SQUARE
CHARLESTON, SC
0 LIBRARY ASSOCIATES, LLC.

CONTINUATION G703

APPLICATION NU 19
PERIOD F... 10/01/2016
PERIOD TO 10/31/2016

A	B		C				D	E	F	G	H	I	J
LINE		WORK DESCRIPTION	COMMITMENT VALUES				WORK COMPLETED			TOTAL			
			ORIGINAL AMOUNT	CHANGE ORDERS	BUDGET TRANSFERS	CURRENT AMOUNT	FROM PREVIOUS APPLICATION	THIS PERIOD	STORED MATERIALS	COMPLETE AND STORED TO DATE (D + E)	% COMPLETE (F/C3)	BALANCE TO FINISH (C3 - F)	RETAINAGE
			-1-	-2-		-3-							
1	G/C'S	GENERAL CONDITIONALS (28 months)	3,216,855.00		2,447.00	3,219,302.00	2,067,978.24	114,887.68	-	2,182,865.92	67.8%	1,036,436.08	218,286.59
2						-	-	-	-	-	-	-	-
3		SUBCONTRACTS / COST OF WORK				-	-	-	-	-	-	-	-
4	GENERAL					-	-	-	-	-	-	-	-
5	00A	STAGING AND LOGISTICS	821,074.00			821,074.00	347,689.40	5,866.22	-	353,555.62	43.1%	467,518.38	35,355.56
6	01A	GENERAL TRADES	875,833.00			875,833.00	-	-	-	-	0.0%	875,833.00	-
7	SITE					-	-	-	-	-	-	-	-
8	02A	SITEWORK	1,632,494.00		(16,766.05)	1,615,727.95	1,349,944.53	-	-	1,349,944.53	83.6%	265,783.42	134,994.45
9	02J	HARDSCAPE, LANDSCAPE & IRRIGATION	317,316.00			317,316.00	-	-	-	-	0.0%	317,316.00	-
10	02K	SITE DEMOLTION ALLOWANCE	80,000.00			80,000.00	57,509.27	-	-	57,509.27	71.9%	22,490.73	5,750.93
11	STRUCTURE					-	-	-	-	-	-	-	-
12	02L	DEEP FOUNDATIONS	2,228,614.00			2,228,614.00	1,778,278.00	-	-	1,778,278.00	79.8%	450,336.00	177,827.80
13	03A	CAST-IN-PLACE CONCRETE	7,337,695.00		52,119.71	7,390,014.71	6,808,507.96	407,131.50	-	7,215,639.46	97.6%	174,375.25	721,563.95
14	04A	MASONRY- CMU & CAST STONE	2,378,350.00		(13,022.74)	2,365,327.26	526,500.00	169,774.00	-	696,274.00	29.4%	1,669,053.26	69,627.40
15	05A	MISC. METALS	2,474,750.00		22,097.00	2,496,847.00	701,120.00	2,400.00	3,000.00	706,520.00	28.3%	1,790,327.00	70,652.00
16	SHELL					-	-	-	-	-	-	-	-
17	07A	ROOFING	855,698.00			855,698.00	229,850.00	-	-	229,850.00	26.9%	625,848.00	22,985.00
18	07B	WATERPROOFING/ CAULKING	742,900.00		7,463.00	750,363.00	468,003.24	-	-	468,003.24	62.4%	282,359.76	46,800.32
19	07E	STUCCO	913,038.00		147,246.36	1,060,284.36	2,822.16	-	-	2,822.16	0.3%	1,057,462.20	282.22
20	007F	FIREPROOFING	7,580.00			7,580.00	-	-	-	-	0.0%	7,580.00	-
21	07X	FIRESTOPPING	20,000.00			20,000.00	-	-	-	-	0.0%	20,000.00	-
22	08F	GLASS (Hopes Jamestown Painted Steel Storefront)	1,283,597.00			1,283,597.00	252,918.00	-	-	252,918.00	19.7%	1,030,679.00	25,291.80
23	08h	INTERIOR GLAZING	1,154,577.00		186,423.50	1,341,000.50	128,275.00	-	-	128,275.00	9.6%	1,212,725.50	12,827.50
24	08I	WINDOWS	740,395.00			740,395.00	-	-	-	-	0.0%	740,395.00	-
25	13C	FABRIC AWNINGS	12,000.00			12,000.00	-	-	-	-	0.0%	12,000.00	-
26	INTERIORS					-	-	-	-	-	#DIV/0!	-	-
27	04A	MASONRY- INTERIOR CAST STONE	250,000.00			250,000.00	-	-	-	-	0.0%	250,000.00	-
28	05A	INTERIORS ORNAMENTAL METALS	230,000.00			230,000.00	-	-	-	-	0.0%	230,000.00	-
29	06A	ROUGH CARPENTRY	211,677.00			211,677.00	-	-	-	-	0.0%	211,677.00	-
30	08D	DOORS, FRAMES, AND HARDWARE	1,606,746.00		(14,113.28)	1,592,632.72	34,778.59	13,562.50	-	48,341.09	3.0%	1,544,291.63	4,834.11
31	08R	SPECIAL DOORS	359,997.00			359,997.00	14,000.00	-	-	14,000.00	3.9%	345,997.00	1,400.00
32	08X	SMOKE CONTAINMENT BARRIER	13,353.00			13,353.00	-	-	-	-	0.0%	13,353.00	-
33	09A	METAL STUD FRAMING & DRYWALL / ACCOUSTICAL CEILINGS	3,717,093.00		(915.00)	3,716,178.00	361,093.36	223,793.20	-	584,886.56	15.7%	3,131,291.44	58,488.66
34	10A	SPECIALTIES	606,681.00			606,681.00	-	-	-	-	0.0%	606,681.00	-
35	10C	OPERABLE PARTITIONS	83,437.00			83,437.00	-	-	-	-	0.0%	83,437.00	-
36	11A	EQUIPMENT (PARKING LIFTS)	481,755.00			481,755.00	90,702.20	-	-	90,702.20	18.8%	391,052.80	9,070.22
37	11B	KITCHEN EQUIPMENT	-	-	984,873.00	984,873.00	-	87,065.63	-	87,065.63	8.8%	897,807.17	8,706.58
38	13A	POOL	365,864.00		32,450.00	398,314.00	168,365.00	-	-	168,365.00	42.3%	229,949.00	16,836.50
39	14A	ELEVATORS	1,475,219.00			1,475,219.00	662,059.00	-	-	662,059.00	44.9%	813,160.00	66,205.90
40	14B	WHEEL CHAIR LIFT	15,000.00			15,000.00	-	-	-	-	0.0%	15,000.00	-
41													
42	MEP					-				-			
43	15B	HVAC & PLUMBING	8,018,142.00		59,200.00	8,077,342.00	3,039,207.82	653,031.00	-	3,692,238.82	45.7%	4,385,103.18	369,223.88
44	15D	FIRE PROTECTION	466,920.00			466,920.00	161,745.50	75,044.00	-	236,789.50	50.7%	230,130.50	23,678.95
45	16A	ELECTRICAL	3,963,792.00		40,137.86	4,003,929.86	1,064,606.47	258,556.00	132,302.20	1,455,464.67	36.4%	2,548,465.19	145,546.47
46	FINISHES									-			
47	06B	FINISH CARPENTRY & CUSTOM MILLWORK	2,105,485.00	-	-	2,105,485.00	-	6,863.00	36,939.00	43,802.00	2.1%	2,061,683.00	4,380.20
48	09G	FLOORING	397,147.00	-	(19,085.00)	378,062.00	-	-	-	-	0.0%	378,062.00	-
49	09D	PAINTING & WALLCOVER	619,814.00	-	11,480.00	631,294.00	-	-	-	-	0.0%	631,294.00	-
50	09E	STONE & HARD TILE	3,568,850.00	-	-	3,568,850.00	29,022.00	4,186.00	306,991.00	340,199.00	9.5%	3,228,651.00	34,019.90
51	OCO 1	RCO 1, RCO 4, RCO 5, RCO 6, RCO 8, RCO 10, RCO 12	-	274,953.15	(169,229.80)	105,723.35	-	-	-	-	0.0%	105,723.35	-
52	OCO 2	RCO 3, RCO 7, RCO 11, RCO 15, RCO 32,	-	80,241.74	(80,827.77)	(586.03)	-	-	-	-	0.0%	(586.03)	-
53	OCO 3	RCO 14, RCO 27R1, RCO 9R1, RCO 20R1	-	1,048,791.54	(1,048,791.54)	-	-	-	-	-	#DIV/0!	-	-
54	OCO 4	RCO 17R1, RCO 40	-	12,874.68	(12,874.68)	-	-	-	-	-	#DIV/0!	-	-
55	OCO 5	RCO 22, RCO 28, RCO 33, RCO 47, RCO 50, RCO53, RCO 66, RCO 68, RCO 77, RCO 81		65,161.71	(170,311.57)	(105,149.86)	-	-	-	-	0	(105,149.86)	-
		SUBTOTAL	55,649,938.00	1,482,022.82	-	57,131,960.82	20,344,975.74	2,022,160.93	479,232.20	22,846,368.87	40.0%	34,285,591.95	2,284,636.89

R - 15989

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CONTINUATION SHEET

APPLICATION AND CERT TE FOR PAYMENT

containing Contractor's signed , is attached.

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

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

PROJECT # 13026000

PROJECT THE HOTEL AT MARION SQUARE
CHARLESTON, SC

0 LIBRARY ASSOCIATES, LLC.

CONTINUATION G703

APPLICATION NU 19

PERIOD F... 10/01/2016

PERIOD TO 10/31/2016

A	B	C				D	E	F	G	H	I	J
LINE	WORK DESCRIPTION	COMMITMENT VALUES				WORK COMPLETED			TOTAL			
		ORIGINAL AMOUNT	CHANGE ORDERS	BUDGET TRANSFERS	CURRENT AMOUNT	FROM PREVIOUS APPLICATION	THIS PERIOD	STORED MATERIALS	COMPLETE AND STORED TO DATE	% COMPLETE	BALANCE TO FINISH	RETAINAGE
		-1-	-2-		-3-				(D + E)	(F/C3)	(C3 - F)	
54	CONSTRUCTION CONTINGENCY (2.25%)	1,060,688.00	-	-	1,060,688.00	-	-	-	-	0.0%	1,060,688.00	-
55	SPECIALTY SPACE SUPERVISION - NBM	100,000.00	-	-	100,000.00	-	-	-	-	0.0%	100,000.00	-
56	GENERAL LIABILITY INSURANCE (1%)	595,280.00	16,906.95	-	612,186.95	612,186.95	-	-	612,186.95	100.0%	(0.00)	-
57	SUBGUARD (1.25%)	670,150.00	20,330.85	-	690,480.85	690,480.85		-	690,480.85	100.0%	(0.00)	-
	SUBTOTAL	58,076,066.00	1,519,250.61	-	59,595,316.61	21,647,643.54	2,022,160.93	479,232.20	24,149,036.67	40.5%	35,446,279.94	2,284,636.89
58	FEE (2.5%)	1,451,902.00	41,572.41		1,493,474.41	458,742.57	50,554.02		509,296.59	34.1%	984,177.82	50,929.66
	TOTAL CONSTRUCTION COST	59,527,968.00	1,560,823.02	-	61,088,791.02	22,106,386.11	2,072,714.95	479,232.20	24,658,333.26	40.4%	36,430,457.76	2,335,566.55
59	PRECONSTRUCTION FEE	66,779.00			66,779.00	66,779.00	-		66,779.00	100.0%	-	-
	TOTAL COST WITH PRECON	59,594,747.00	1,560,823.02	-	61,155,570.02	22,173,165.11	2,072,714.95	479,232.20	24,725,112.26	40.4%	36,430,457.76	2,335,566.55
60	BUYOUT REDUCTION CONTRIBUTION	(250,000.00)			(250,000.00)				-	0.0%	(250,000.00)	-
	GRAND TOTAL	59,344,747.00	1,560,823.02	-	60,905,570.02	22,173,165.11	2,072,714.95	479,232.20	24,725,112.26	40.6%	36,180,457.76	2,335,566.55

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Barnhart / Balfour Beatty

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

L6593

TO CONSTRUCTION MANAGER:
Balfour Beatty Construction
1930 Camden Rd. Suite 280
Charlotte, NC 28210

FROM CONTRACTOR:
Lithko Contracting, LLC
P.O. BOX 270
MONROE, OH 45050

CONTRACT FOR: CONCRETE

PROJECT: **HOTEL AT MARION SQUARE**

VIA ARCHITECT:

APPLICATION NO: **16**

PERIOD TO: **10/31/2016**

PROJECT NO: **#13026000**

Distribution to:
[X] OWNER
[X] ARCHITECT
[X] INSPECTOR

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	$	7,019,990.00
2. Net change by Change Orders	$	451,039.96
3. CONTRACT SUM TO DATE (Line 1 ± 2)	$	7,471,029.96
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	$	7,215,639.46
5. RETAINAGE:	$	721,563.95
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$	6,494,075.51
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	6,127,657.16
8. CURRENT PAYMENT DUE	$	366,418.35
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	976,954.45

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$412,946.18	$0.00
Total approved this Month	$38,093.78	$0.00
TOTALS	$451,039.96	$0.00
NET CHANGES by Change Order	$451,039.96	

The undersigned Construction Manager (CM) certifies that to the best of the CM'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 CM 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.

DISTRICT:

By: Rosetta Barnes — 10/20/2016
BILLING COORDINATOR — Date:

DISTRICT:

By: _____ Date: _____

CONSTRUCTION MANAGER:

By: _____ Date: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect advises the Owner that to the Architect's knowledge, information and belief the Work has progressed as indicated, the Work is in general accordance with the Contract Documents, and the Contractors are entitled to payment of the AMOUNT REQUESTED.

AMOUNT REQUESTED ..... $ 366,418.35

(Attach explanation if amount requested differs from the amount applied. Initial all figures on this Application and onthe Continuation Sheet that are changed to conform with the amount requested.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT REQUESTED 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.

AIA DOCUMENT G702 · APPLICATION AND CERTIFICATION FOR PAYMENT · 1992 EDITION · AIA · ©1992
THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292
Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

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R - 15991

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION 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 NO: 16
APPLICATION DATE: 10/20/2016
PERIOD TO: 10/31/2016

L6593

Balfour Beatty Project 13026000

BID PACKAGE #	CONTRACTOR	SCHEDULED VALUE	TOTAL CHANGE ORDERS	REVISED CONTRACT	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E+F)	WORK COMPLETED THIS PERIOD (N - E)	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE 10%
1	Submittals	$ 20,000.00		20,000.00	20,000.00	-	-	20,000.00	100.00%	-	2,000.00
2	Mobilization	$ 90,890.00		90,890.00	90,890.00		-	90,890.00	100.00%	-	9,089.00
3	Rebar Materials	$ 815,000.00		815,000.00	779,586.00		-	779,586.00	95.65%	35,414.00	77,958.60
4	Post Tensioning	$ 276,000.00		276,000.00	236,000.00		-	236,000.00	85.51%	40,000.00	23,600.00
5	Capping beam	$ 167,000.00		167,000.00	167,000.00	-	-	167,000.00	100.00%	-	16,700.00
6	Foundations	$ 760,000.00		760,000.00	760,000.00	-	-	760,000.00	100.00%	-	76,000.00
7	Slab on grade	$ 360,000.00		360,000.00	360,000.00	-	-	360,000.00	100.00%	-	36,000.00
8	Elevated Slab 1	$ 458,700.00		458,700.00	458,700.00		-	458,700.00	100.00%	-	45,870.00
9	Walls lift 1	$ 86,000.00		86,000.00	86,000.00		-	86,000.00	100.00%	-	8,600.00
10	Columns Lift 1	$ 66,000.00		66,000.00	66,000.00		-	66,000.00	100.00%	-	6,600.00
11	Elevated Slab 2	$ 462,000.00		462,000.00	462,000.00	-	-	462,000.00	100.00%	-	46,200.00
12	Walls lift 2	$ 106,000.00		106,000.00	106,000.00	-	-	106,000.00	100.00%	-	10,600.00
13	Columns Lift 2	$ 67,000.00		67,000.00	67,000.00	-	-	67,000.00	100.00%	-	6,700.00
14	Elevated Slab 3	$ 447,000.00		447,000.00	447,000.00		-	447,000.00	100.00%	-	44,700.00
15	Walls lift 3	$ 86,500.00		86,500.00	86,500.00	-	-	86,500.00	100.00%	-	8,650.00
16	Columns Lift 3	$ 57,000.00		57,000.00	57,000.00	-	-	57,000.00	100.00%	-	5,700.00
17	Elevated Slab 4	$ 370,250.00		370,250.00	370,250.00		-	370,250.00	100.00%	-	37,025.00
18	Walls lift 4	$ 67,000.00		67,000.00	67,000.00		-	67,000.00	100.00%	-	6,700.00
19	Columns Lift 4	$ 38,000.00		38,000.00	38,000.00		-	38,000.00	100.00%	-	3,800.00
20	Elevated Slab 5	$ 378,050.00		378,050.00	378,050.00		-	378,050.00	100.00%	-	37,805.00
21	Walls lift 5	$ 63,000.00		63,000.00	63,000.00		-	63,000.00	100.00%	-	6,300.00
22	Columns Lift 4	$ 38,000.00		38,000.00	38,000.00		-	38,000.00	100.00%	-	3,800.00
23	Elevated Slab 6	$ 374,050.00		374,050.00	374,050.00		-	374,050.00	100.00%	-	37,405.00
24	Walls lift 6	$ 58,000.00		58,000.00	58,000.00		-	58,000.00	100.00%	-	5,800.00
25	Columns Lift 6	$ 38,000.00		38,000.00	38,000.00		-	38,000.00	100.00%	-	3,800.00
26	Elevated Slab 7	$ 209,050.00		209,050.00	209,050.00		-	209,050.00	100.00%	-	20,905.00
27	Walls lift 7	$ 58,000.00		58,000.00	58,000.00		-	58,000.00	100.00%	-	5,800.00
28	Columns Lift 7	$ 38,000.00		38,000.00	38,000.00		-	38,000.00	100.00%	-	3,800.00
29	Elevated Slab 8	$ 209,050.00		209,050.00	20,000.00	189,050.00	-	209,050.00	100.00%	-	20,905.00
30	Walls lift 8	$ 53,000.00		53,000.00	30,000.00	23,000.00	-	53,000.00	100.00%	-	5,300.00
31	Columns Lift 8	$ 33,000.00		33,000.00	17,991.00	15,009.00	-	33,000.00	100.00%	-	3,300.00
32	Elevated Slab 9	$ 209,050.00		209,050.00		94,072.50	-	94,072.50	45.00%	114,977.50	9,407.25
33	Walls lift 9	$ 53,000.00		53,000.00		53,000.00	-	53,000.00	100.00%	-	5,300.00
34	Columns Lift 9	$ 33,000.00		33,000.00		33,000.00	-	33,000.00	100.00%	-	3,300.00
35	Formwork Rental for August & September	$ 125,000.00		125,000.00	125,000.00			125,000.00	100.00%	-	12,500.00
36	Stairs	$ 50,000.00		50,000.00	18,000.00		-	18,000.00	36.00%	32,000.00	1,800.00
37	Toppings and Pads	$ 40,000.00		40,000.00	40,000.00		-	40,000.00	100.00%	-	4,000.00
38	SOMD	$ 20,000.00		20,000.00			-	-	0.00%	20,000.00	-
39	Punch	$ 140,400.00		140,400.00	127,401.00		-	127,401.00	90.74%	12,999.00	12,740.10

R - 15992

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CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION 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 NO: 16
APPLICATION DATE: 10/20/2016
PERIOD TO: 10/31/2016

L6593

Balfour Beatty Project 13026000

BID PACKAGE #	CONTRACTOR	SCHEDULED VALUE	TOTAL CHANGE ORDERS	REVISED CONTRACT	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E+F)	WORK COMPLETED THIS PERIOD (II - E)	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G÷C)	BALANCE TO FINISH (C - G)	RETAINAGE 10%
40	CO #1	$ -	8,998.75	8,998.75	8,998.75	-		8,998.75	100.00%	-	899.88
41	CO #2		20,000.00	20,000.00	20,000.00	-		20,000.00	100.00%	-	2,000.00
42	CO #3		25,000.00	25,000.00	25,000.00	-		25,000.00	100.00%	-	2,500.00
43	CO #4		9,939.79	9,939.79	9,939.79	-		9,939.79	100.00%	-	993.98
44	CO #5		3,749.32	3,749.32	3,749.32	-		3,749.32	100.00%	-	374.93
45	CO #6		7,975.46	7,975.46	7,975.46	-		7,975.46	100.00%	-	797.55
46	CO#7		25,000.00	25,000.00	25,000.00	-		25,000.00	100.00%	-	2,500.00
47	CO #8		50,000.00	50,000.00	50,000.00	-		50,000.00	100.00%	-	5,000.00
48	CO #9		30,422.49	30,422.49	30,422.49	-		30,422.49	100.00%	-	3,042.25
49	CO #10		50,000.00	50,000.00	50,000.00	-		50,000.00	100.00%	-	5,000.00
50	CO #11		40,103.98	40,103.98	40,103.98	-		40,103.98	100.00%	-	4,010.40
51	CO #12		50,000.00	50,000.00	50,000.00	-		50,000.00	100.00%	-	5,000.00
52	CO #13		43,700.35	43,700.35	43,700.35	-		43,700.35	100.00%	-	4,370.04
53	CO #14		8,056.04	8,056.04	8,056.04	-		8,056.04	100.00%	-	805.60
54	CO #15		-	-				-	0.00%	-	-
55	CO #16		40,000.00	40,000.00	40,000.00			40,000.00	100.00%	-	4,000.00
56	CO #17		-	-	-			-	100.00%	-	-
57	CO #18		2,937.00	2,937.00	2,937.00			2,937.00	100.00%	-	293.70
58	CO #19		4,686.08	4,686.08	4,686.08			4,686.08	100.00%	-	468.61
59	CO #20		30,470.70	30,470.70	30,470.70			30,470.70	100.00%	-	3,047.07
				-			-	-	0.00%	-	-
	GRAND TOTALS	7,019,990.00	451,039.96	7,471,029.96	6,808,507.96	407,131.50	0.00	7,215,639.46	102.79%	255,390.50	721,563.95

R - 15993

AIA DOCUMENT G703 CONTINUATION SHEET FOR G702 1992 EDITION AIA ©1992
THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, NW WASHINGTON, D.C. 20006-5292

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L6593

Subcontractor's and Other Lower Tier's Conditional Partial Waiver and Release of Lien
(Upon Progress Payment)

KNOW ALL MEN BY THESE PRESENTS:

That LITHKO CONTRACTING, LLC (the "Lienor") for and in consideration of the payment of the sum of $ 366,418.35 and other good and valuable consideration paid by Balfour Beatty Construction, LLC (the "Contractor") or Library Associates, LLC ("Owner"), ~~receipt of which is hereby acknowledged~~, hereby releases, waives and quit claims to Contractor, the Owner, and their respective successors and assigns, all liens, lien rights, claims or demands of any kind whatsoever, which Lienor now has or might have against Contractor and/or Owner and/or the buildings and improvements on the premises legally described as: See Exhibit "A" attached hereto (the "Property") on account of labor and services performed and/or material furnished for the construction of any improvements thereon, except for retention, and open change order requests, claims or disputes identified as follows:

PENDING CHANGE ORDERS

That the undersigned has the right and authority to execute this Conditional Partial Waiver and Release of Lien on behalf of the Lienor. That this is a waiver of all lien rights and other claims which Lienor has against the Property, the Contractor, and the Owner for all labor, material and services performed thereon, including all extras and change orders, that all laborers retained or employed by the Lienor for construction of improvements on the Property, all suppliers and sub-contractors of Lienor who have furnished labor, material and services for the undersigned for the construction of improvements on the Property, and all labor, services and materials used by the undersigned in the construction of said improvements, ~~have been~~ *will be* paid in full for work performed or materials supplied, up to and including the 31ST day of OCTOBER, 2016, excluding the items identified hereinabove, if any.

THE UNDERSIGNED ACKNOWLEDGES THAT THE CONTRACTOR AND OWNER AND OTHER PARTIES HAVE A RIGHT TO RELY UPON THIS WAIVER AND RELEASE AND THAT MAKING ANY FALSE STATEMENTS SHALL CONSTITUTE PERJURY AND PUNISHMENT CAN BE MADE IN ACCORDANCE WITH THE LAWS OF THE STATE OF SOUTH CAROLINA.

IN WITNESS THEREOF, I have hereunto set my hand seal this 20TH day of OCTOBER, 2016.

Signed, sealed and delivered
in the presence of:

Signature

Anita Bucheit Rieman
Print Name & Title AR ASST. MNGR.

LITHKO CONTRACTING, LLC
a corporation

Signature

ROSETTA BARNES, BILLING COORDINATOR
Print Name & Title

STATE OF OHIO

COUNTY OF WARREN

The foregoing instrument was acknowledged before me this 20TH day of OCTOBER, 2016, by ROSETTA BARNES, BILLING COORDINATOR of LITHKO CONTRACTING, LLC, a corporation on, on behalf of the corporation. He/she is personally known to me or has produced N/A (type of identification) as identification.

NOTARY PUBLIC STATE OF OHIO
TRACEY L. ABRAMS
Notary Public, State of Ohio
My Commission Expires
June 23, 2017
Commission # 2012-RE-419065

My Commission Expires:

NOTARY PUBLIC, STATE OF OHIO

Balfour Beatty
Construction

TIER RELEASE SCHEDULE

Job Name	Hotel at Marion Square
Job #	13026000
Lithko #	L6593
Date Prepared:	10/20/2016

PRIME SUB'S NAME	LITHKO CONTRACTING, LLC
Attachment for Pay Req #:	16
for Month Ending:	10/31/2016

A	B	C	D	E	F		G	H	I	J		K
Subcontractors/Suppliers List all subs or suppliers who will perform work for this contract. List Address & Phone Number	**Indicate if tier is based in county of Project**	**Notice to Owner Filed?(NTO) (Yes/No)**	**Date NTO Filed:**	**Bonded Sub? (Yes/No)**	**Has tier billed for work to date? select: (Yes/No)**		**Cumulative dollar amount tier billed for work/materials to date:**	**Tier's most recent invoice is dated through:**	**Tier's most recent release is dated through: *(as noed on releases)***	**Tier's most recent release is PARTIAL or FINAL? Select One**		**Comments:**
SAMPLE TIER *123 Example Dr.* *Somewhere, NC 27607* *919-834-1234*	*yes - PIT*	*NO*	*N/A*		*YES*	*NO*	*$12,123.00*	*4/27/2010*	*3/31/2010*	*PARTIAL*	*FINAL*	*thru March 2010*
Charleston Concrete PO Box 21909; Charleston, SC 29413 843-744-2567					YES		$1,060,318.82	9/30/2016		PARTIAL		thru September 2016
CMC Rebar 2105 South Beltline Blvd Columbia, SC 29202 803-227-7823					YES		$702,102.48	9/29/2016		PARTIAL		thru September 2016
Tendon Systems 1255 Buford Hwy Suite 204 Suwanee, GA 30024 678-835-1100					YES		$249,735.28	9/29/2016		PARTIAL		thru September 2016
East Coast Rebar, Inc. P.O. Box 351 Rutherordton, NC 28139					YES		$329,752.75	9/21/2016		PARTIAL		thru September 2016

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LETTER OF TRANSMITTAL

Lithko CONTRACTING, LLC

DATE: October 20, 2016

TO: BALFOUR BEATTY
1930 CAMDEN ROAD - SUITE 280
CHARLOTTE, NC 28203

ATTN: ACCOUNTS PAYABLE

RE: HOTEL @ MARION SQUARE

We are Sending You The Following Items Via: *EMAIL*

- ☐ Contract
- ☐ Proposal
- ☐ Billing Documents
- ☐ Tax Exempt Certificate
- ☐ Final Waiver of Lien
- ☐ Affidavit
- ☐ Change Order
- ☐ Certificate of Insurance
- ☐ Waiver
- ☒ Invoice
- ☐ Subcontract
- ☐ Workers Comp. Certificate

COPIES	DATE	PROJECT	DESCRIPTION
1	10/20/2016	HOTEL @ MARION SQUARE	DRAW # 16

These are transmitted for the following Disposition:

- ☐ For Approval
- ☐ Approved
- ☒ Payment
- ☐ For Your Files
- ☐ Complete and Return
- ☒ As Requested
- ☐ Returned for Record Set

Remarks:

Copies To: L6593

Rosetta Barnes

ROSETTA BARNES, BILLING COORDINATOR
{513} 539-4196
P.O. BOX 270
MONROE, OH 45050

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DEFENDANT LIBRARY ASSOCIATES, LLC'S

TRIAL EXHIBIT #71

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

OWNER	LIBRARY ASSOCIATES, LLC. 17 Lockwood Drive, Suite 400 Charleston, SC 29401	PROJECT	THE HOTEL AT MARION SQUARE 404 KING STREET CHARLESTON, SC 29403	APPLICATION PERIOD FROM PERIOD TO	20 11/01/2016 11/30/2016
CONTRACTOR ADDRESS	Balfour Beatty Construction, LLC 1930 Camden Rd Charlotte, NC 28203	ARCHITECT ADDRESS PHONE #	WINFORD LINDSAY ARCHITECT 344 West Pike Street Lawrenceville, GA 30046 770-407-5796	VENDOR #: ARCHITECT'S PROJECT NO	
CONTRACT	THE HOTEL AT MARION SQUARE (Project #13026000)				

DISTRIBUTION TO:

- [X] OWNER
- [X] CONTRACTOR
- [X] ARCHITECT
- [ ] ENGINEERS

CONTRACT DATE	2/18/2015
NTP DATE	3/19/2015
CONTRACT COMPL DATE	8/19/2017

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner		
TOTAL	$ 1,560,823.02	
Approved this Month No. / Date Approved	$ -	
TOTALS	$ -	$ -
Net change by Change Orders	$ 1,560,823.02	

The undersigned Contractor certifies that to the best of the Contractor's knowledge information and belief the Work covered by this Appliction 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: **Balfour Beatty Construction, LLC.**

By: [signature] Date: 11/28/16

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

1. ORIGINAL CONTRACT SUM		$ 59,344,747.00
2. Net change by Change Orders		$ 1,560,823.02
3. CONTRACT SUM TO DATE (Line 1 + 2)		$ 60,905,570.02
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 26,903,234.31
5. RETAINAGE:		
a.	10 % of Completed Work $ 2,534,539.23	
b.	10 % of Stored Materials $ 18,839.52	
Total Retainage (Line 5a + 5b or Total in Column J of G703)		$ 2,553.37
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)		$ 24,349,85
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 22,389,54
8. CURRENT PAYMENT DUE		$ 1,960,309.84
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)		$ 36,555,714.46

State of: South Carolina County of: Charleston

Subscribed and sworn to before me this 28th day of November 2016

Notary Public: [signature]

My commission expires: 04-04-2022

EMILY WHEELER
Notary Public - State of South Carolina
My Commission Expires April 4, 2022

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 their 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 $ 1,960,309.84

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

ARCHITECT: WINFORD LINDSAY ARCHITECT

By: J. Faulkinberry Date: 12.5.16

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.

G702-1983

EXHIBIT 10
WITNESS 30(b)(6)
DATE: 8.27.21
TAURA J. VULCANO, RPR

ALL STATE LEGAL®
EXHIBIT Dft 71

R-5998

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Contractor's Conditional Partial Waiver and Release of Lien
(Upon Progress Payment)

KNOW ALL MEN BY THESE PRESENTS:

That Balfour Beatty Construction, LLC (the "Lienor") for and in consideration of the payment of the sum of $ 1,960,309.84 and other good and valuable consideration paid by Library Associates, LLC, a South Carolina limited liability company (the "Owner"), receipt of which is hereby acknowledged, hereby releases, waives and quit claims to Owner and all of its successors and assigns, all liens, lien rights, claims or demands of any kind whatsoever, which Lienor now has or might have against Owner and/or the buildings and improvements on the premises legally described as: See Exhibit "A" attached hereto (the "Property") on account of labor and services performed and/or material furnished for the construction of any improvements thereon; except for retention, and open change order requests, claims or disputes identified as follows: RCO's 13R1, 26R3, 38, 39, 45, 46, 48, 49R1, 51, 52, 54, 55, 56

That the undersigned has the right and authority to execute this Conditional Partial Waiver and Release of Lien on behalf of the Lienor. That this is a waiver of all lien rights and other claims which Lienor has against the Property and the Owner for all labor, material and services performed thereon, including all extras and change orders, that all laborers retained or employed by the Lienor for construction of improvements on the Property, all suppliers and sub-contractors of Lienor who have furnished labor, material and services for the undersigned for the construction of improvements on the Property, and all labor, services and materials used by the undersigned in the construction of said improvements, have been paid in full for work performed or materials supplied, up to and including the 31st day of October, 2016, excluding the items identified herein above, if any.

The current Contract Sum is: $ 60,905,570.02
The cumulative amount paid to Contractor to date is: $ 20,092,793.28

THE UNDERSIGNED ACKNOWLEDGES THAT THE OWNER AND OTHER PARTIES HAVE A RIGHT TO RELY UPON THIS WAIVER AND RELEASE AND THAT MAKING ANY FALSE STATEMENTS SHALL CONSTITUTE PERJURY AND PUNISHMENT CAN BE MADE IN ACCORDANCE WITH THE LAWS OF THE STATE OF SOUTH CAROLINA.

IN WITNESS THEREOF, I have hereunto set my hand seal this ____ day of _____, 20___.

Signed, sealed and delivered
in the presence of:

_____
Signature

_____
Print Name

Balfour Beatty Construction, LLC
a Delaware limited liability company

_____
Signature
Nick Starcevic, Project Manager
Print Name & Title

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this 28th day of November, 2016, by Nick Starcevic of Balfour Beatty Construction a Delaware limited liability company, on behalf of the company. He/she is personally known to me or has produced SC DL (type of identification) as identification.

EMILY WHEELER
Notary Public - State of South Carolina
My Commission Expires April 4, 2022

_____
NOTARY PUBLIC, STATE OF South Carolina
My Commission Expires: 04-04-2022

APPLICATION AND CERTIFICATE FOR PAYMENT — CONTINUATION G703

containing Contractor's signed certificate, 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.

PROJECT # 13026000
PROJECT THE HOTEL AT MARION SQUARE
CHARLESTON, SC
0 LIBRARY ASSOCIATES, LLC.

APPLICATION NUMBER 20
PERIOD FROM 11/01/2016
PERIOD TO 11/30/2016

A	B	C				D	E	F	G	H	I	J
LINE	WORK DESCRIPTION	COMMITMENT VALUES				WORK COMPLETED			TOTAL			
		ORIGINAL AMOUNT	CHANGE ORDERS	BUDGET TRANSFERS	CURRENT AMOUNT	FROM PREVIOUS APPLICATION	THIS PERIOD	STORED MATERIALS	COMPLETE AND STORED TO DATE	% COMPLETE	BALANCE TO FINISH	RETAINAGE
		-1-	-2-		-3-				(D + E)	(F/C3)	(C3 - F)	
1	G/C'S	GENERAL CONDITIONALS (28 months)	3,216,855.00		2,447.00	3,219,302.00	2,182,665.92	114,887.68	-	2,297,753.60	71.4%	921,548.40	229,775.36
2						-	-	-	-	-	-	-	-
3		SUBCONTRACTS / COST OF WORK				-	-	-	-	-	-	-	-
4	GENERAL					-	-	-	-	-	-	-	-
5	00A	STAGING AND LOGISTICS	821,074.00			821,074.00	353,555.62	28,934.27	-	382,489.89	46.6%	438,584.11	38,248.99
6	01A	GENERAL TRADES	875,833.00			875,833.00	-	-	-	-	0.0%	875,833.00	-
7	SITE					-	-	-	-	-	-	-	-
8	02A	SITEWORK	1,632,494.00		(16,766.05)	1,615,727.95	1,349,944.53	11,074.81	-	1,361,019.34	84.2%	254,708.61	136,101.93
9	02J	HARDSCAPE, LANDSCAPE & IRRIGATION	317,316.00			317,316.00	-	-	-	-	0.0%	317,316.00	-
10	02K	SITE DEMOLTION ALLOWANCE	80,000.00			80,000.00	57,509.27	-	-	57,509.27	71.9%	22,490.73	5,750.93
11	STRUCTURE					-	-	-	-	-	-	-	-
12	02L	DEEP FOUNDATIONS	2,228,614.00			2,228,614.00	1,778,278.00	-	-	1,778,278.00	79.8%	450,336.00	177,827.80
13	03A	CAST-IN-PLACE CONCRETE	7,337,895.00		52,119.71	7,390,014.71	7,215,639.46	123,977.50	-	7,339,616.96	99.3%	50,397.75	733,961.70
14	04A	MASONRY- CMU & CAST STONE	2,378,350.00		(13,022.74)	2,365,327.26	696,274.00	124,550.00	-	820,824.00	34.7%	1,544,503.26	82,082.40
15	05A	MISC. METALS	2,474,750.00		22,097.00	2,496,847.00	706,520.00	110,150.00	58,000.00	874,670.00	35.0%	1,622,177.00	87,467.00
16	SHELL					-	-	-	-	-	-	-	-
17	07A	ROOFING	855,698.00			855,698.00	229,850.00	-	-	229,850.00	26.9%	625,846.00	22,985.00
18	07B	WATERPROOFING/ CAULKING	742,900.00		7,463.00	750,363.00	468,003.24	425.00	-	468,428.24	62.4%	281,934.76	46,842.62
19	07E	STUCCO	913,038.00		147,246.36	1,060,284.36	2,822.16	-	-	2,822.16	0.3%	1,057,462.20	282.22
20	007F	FIREPROOFING	7,580.00			7,580.00	-	-	-	-	0.0%	7,580.00	-
21	07X	FIRESTOPPING	20,000.00			20,000.00	-	-	-	-	0.0%	20,000.00	-
22	08F	GLASS (Hopes Jamestown Painted Steel Storefront)	1,283,597.00			1,283,597.00	252,918.00	-	-	252,918.00	19.7%	1,030,679.00	25,291.80
23	08H	INTERIOR GLAZING	1,154,577.00		186,423.50	1,341,000.50	128,275.00	357,888.00	-	486,163.00	36.3%	854,837.50	48,616.30
24	08I	WINDOWS	740,395.00			740,395.00	-	-	-	-	0.0%	740,395.00	-
25	13C	FABRIC AWNINGS	12,000.00			12,000.00	-	-	-	-	0.0%	12,000.00	-
26	INTERIORS					-	-	-	-	-	#DIV/0!	-	-
27	04A	MASONRY- INTERIOR CAST STONE	250,000.00			250,000.00	-	-	-	-	0.0%	250,000.00	-
28	05A	INTERIORS ORNAMENTAL METALS	230,000.00			230,000.00	-	-	-	-	0.0%	230,000.00	-
29	06A	ROUGH CARPENTRY	211,677.00			211,677.00	-	1,502.03	-	1,502.03	0.7%	210,174.97	150.20
30	08D	DOORS, FRAMES, AND HARDWARE	1,606,746.00		(14,113.28)	1,592,632.72	48,341.09	-	-	48,341.09	3.0%	1,544,291.63	4,834.11
31	08R	SPECIAL DOORS	359,997.00			359,997.00	14,000.00	-	-	14,000.00	3.9%	345,997.00	1,400.00
32	08X	SMOKE CONTAINMENT BARRIER	13,353.00			13,353.00	-	-	-	-	0.0%	13,353.00	-
33	09A	METAL STUD FRAMING & DRYWALL / ACCOUSTICAL CEILINGS	3,717,093.00		(915.00)	3,716,178.00	584,886.56	117,847.65	-	702,734.21	18.9%	3,013,443.79	70,273.42
34	10A	SPECIALTIES	606,681.00			606,681.00	-	-	-	-	0.0%	606,681.00	-
35	10C	OPERABLE PARTITIONS	83,437.00			83,437.00	-	-	-	-	0.0%	83,437.00	-
36	11A	EQUIPMENT (PARKING LIFTS)	481,755.00			481,755.00	90,702.20	-	-	90,702.20	18.8%	391,052.80	9,070.22
37	11B	KITCHEN EQUIPMENT	-	-	984,873.00	984,873.00	87,065.83	-	-	87,065.83	8.8%	897,807.17	8,706.58
38	13A	POOL	365,864.00		32,450.00	398,314.00	168,365.00	17,675.00	-	186,040.00	46.7%	212,274.00	18,604.00
39	14A	ELEVATORS	1,475,219.00			1,475,219.00	662,059.00	47,037.00	-	709,096.00	48.1%	766,123.00	70,909.60
40	14B	WHEEL CHAIR LIFT	15,000.00			15,000.00	-	-	-	-	0.0%	15,000.00	-
41													
42	MEP					-				-			
43	15B	HVAC & PLUMBING	8,018,142.00		59,200.00	8,077,342.00	3,692,238.82	683,934.00	-	4,376,172.82	54.2%	3,701,169.18	437,617.28
44	15D	FIRE PROTECTION	468,920.00			468,920.00	236,789.50	16,071.00	-	252,860.50	54.2%	214,059.50	25,286.05
45	16A	ELECTRICAL	3,963,792.00		40,137.86	4,003,929.86	1,455,464.67	159,103.00	56,513.19	1,671,080.86	41.7%	2,332,849.00	167,108.09
46	FINISHES									-			
47	06B	FINISH CARPENTRY & CUSTOM MILLWORK	2,105,485.00	-	-	2,105,485.00	43,802.00	26,140.00	73,882.00	143,824.00	6.8%	1,961,661.00	14,382.40
48	09B	FLOORING	397,147.00	-	(19,085.00)	378,062.00	-	-	-	-	0.0%	378,062.00	-
49	09D	PAINTING & WALLCOVER	619,814.00	-	11,480.00	631,294.00	-	-	-	-	0.0%	631,294.00	-
50	09E	STONE & HARD TILE	3,568,850.00	-	-	3,568,850.00	340,199.00	-	-	340,199.00	9.5%	3,228,651.00	34,019.90
51	OCO 1	RCO 1, RCO 4, RCO 5, RCO 6, RCO 8, RCO 10, RCO 12	-	274,953.15	(169,229.80)	105,723.35	-	-	-	-	0.0%	105,723.35	-
52	OCO 2	RCO 3, RCO 7, RCO 11, RCO 15, RCO 32,	-	80,241.74	(80,827.77)	(586.03)	-	-	-	-	0.0%	(586.03)	-
53	OCO 3	RCO 14, RCO 27R1, RCO 9R1, RCO 20R1	-	1,048,791.54	(1,048,791.54)	-	-	-	-	-	#DIV/0!	-	-
54	OCO 4	RCO 17R1, RCO 40	-	12,874.68	(12,874.68)	-	-	-	-	-	#DIV/0!	-	-
55	OCO 5	RCO 22, RCO 28, RCO 33, RCO 47, RCO 50, RCO53, RCO 66, RCO 68, RCO 77, RCO 81		65,161.71	(170,311.57)	(105,149.86)	-	-	-	-	0	(105,149.86)	-
		SUBTOTAL	55,649,938.00	1,482,022.82	-	57,131,960.82	22,846,368.87	1,941,196.94	188,395.19	24,975,961.00	43.7%	32,155,999.82	2,497,596.10

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