THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

Mikell R. Scarborough, Master-In-Equity

RECEIVED
Aug 12 2026
SC Court of Appeals

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.

AMENDED RECORD ON APPEAL - VOLUME 9 OF 20

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The Hotel at Marion Square

CCD 011 Tracking Matrix

Balfour Beatty Construction
10/3/2018

CCD #11	DRAIN PAN ALARMS							
Subcontractor		18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct
PRECISION WALLS								
LCCM								
BMCC								
WATSON								
PASCO								
MERIT								
1ST CHOICE								
TATE								
TRIMARK								
SUB TOTAL		$ -	$ -	$ -	$ -	$ -	$ -	$ -
BBC		$ -	$ 79.00	$ 165.00	$ 617.00	$ 81.00	$ 229.00	
MARKUP		$ -	$ 4.74	$ 9.90	$ 37.02	$ 4.86	$ 13.74	$ -
TOTAL		$ -	$ 83.74	$ 174.90	$ 654.02	$ 85.86	$ 242.74	$ -

TOTAL CCD #######

	Description of Service
Alec Dooley	Administration of Change Orders and Billings.

R - 4001

ELECTRONICALLY FILED - 2023 May 12 8:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Company 50540 BALFOUR BEATTY CONSTR, LLC-RTD
Job Number 13026411 MARION SQ-CCD11 DRAIN PAN ALAR

Owner 2859853 LIBRARY ASSOCIATES, LLC(BENNET

1 GENERAL CONDITIONS

Cost Type	Cost Code	Description	Original Budget	Budget Transfers	Executed Change Orders	Revised Budget	% Budget Complete	Total Commitments	Cost This Period	Cost to Date	Cost to Complete	Cost at Completion	Savings or (Loss)	Amount Change	True % Complete
42010	11910000	LABOR-SALARY	0	0	0	0	0	0	0	661	0	661	(661)	0	100%
42015	11910250	BURDEN - MISC PAYROLL	0	0	0	0	0	0	0	8	0	8	(8)	0	100%
42020	11910300	ALLOWANCE - COLA	0	0	0	0	0	0	0	13	0	13	(13)	0	100%
42015	11910600	BURDEN - SALARIED T&I	0	0	0	0	0	0	0	430	0	430	(430)	0	100%
42020	11914510	ALLOWANCE - AUTO ALLOW	0	0	0	0	0	0	0	59	0	59	(59)	0	100%
1	GENERAL CONDITIONS		0	0	0	0	0	0	0	1,171	0	1,171	(1,171)	0	100%
13026411	MARION SQ-CCD11 DRAIN PAN ALAR	Total:	0	0	0	0	0	0	0	1,171	0	1,171	(1,171)	0	100%

BBC Labor CCD 011 Cost to Date - $1,171.00
Costs Previously Billed Thru Pay App 041 - $942.00
Cost to be Billed OCO 18 (Pay App 042) - $229.00

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The Hotel at Marion Square

CCD 012 Tracking Matrix

Balfour Beatty Construction
10/3/2018

CCD #12	AC FOR LIGHTING STORAGE ROOM							
Subcontractor		18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct
PRECISION WALLS								
LCCM								
BMCC								
WATSON								
PASCO								
MERIT								
1ST CHOICE								
TATE								
TRIMARK								
SUB TOTAL		$ -	$ -	$ -	$ -	$ -	$ -	$ -
BBC		$ -				$ 81.00	$ 239.00	
MARKUP		$ -	$ -	$ -	$ -	$ 4.86	$ 14.34	$ -
TOTAL		$ -	$ -	$ -	$ -	$ 85.86	$ 253.34	$ -

TOTAL CCD $ 339.20

	Description of Service
Alec Dooley	Administration of Change Orders and Billings.
Nick Starcevic	Field Review, and Administation of Change Orders and Billings

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Company 50540 BALFOUR BEATTY CONSTR, LLC-RTD
Job Number 13026412 MARION SQ-CCD12 AC FOR LIGHTIN

Owner 2859853 LIBRARY ASSOCIATES, LLC(BENNET

1 GENERAL CONDITIONS

Cost Type	Cost Code	Description	Original Budget	Budget Transfers	Executed Change Orders	Revised Budget	% Budget Complete	Total Commitments	Cost This Period	Cost to Date	Cost to Complete	Cost at Completion	Savings or (Loss)	Amount Change	True % Complete
42010	11910000	LABOR-SALARY	0	0	0	0	0	0	0	179	0	179	(179)	0	100%
42015	11910250	BURDEN - MISC PAYROLL	0	0	0	0	0	0	0	3	0	3	(3)	0	100%
42020	11910300	ALLOWANCE - COLA	0	0	0	0	0	0	0	4	0	4	(4)	0	100%
42015	11910600	BURDEN - SALARIED T&I	0	0	0	0	0	0	0	117	0	117	(117)	0	100%
42020	11914510	ALLOWANCE - AUTO ALLOW	0	0	0	0	0	0	0	17	0	17	(17)	0	100%
1	GENERAL CONDITIONS		0	0	0	0	0	0	0	320	0	320	(320)	0	100%
13026412	MARION SQ-CCD12 AC FOR LIGHTIN	Total:	0	0	0	0	0	0	0	320	0	320	(320)	0	100%

BBC Labor CCD 012 Cost to Date - $320.00
Costs Previously Billed Thru Pay App 041 - $81.00
Cost to be Billed OCO 18 (Pay App 042) - $239.00

R - 4004

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The Hotel at Marion Square

CCD 013 Tracking Matrix

Balfour Beatty Construction
10/3/2018

CCD #13	SHIFT KITCHEN TABLES OVER FLOOR SINKS							
Subcontractor		18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct
PRECISION WALLS								
LCCM								
BMCC								
WATSON								
PASCO								
MERIT								
1ST CHOICE								
TATE								
TRIMARK								
SUB TOTAL		$ -	$ -	$ -	$ -	$ -	$ -	$ -
BBC		$ -		$ 557.00	$ 315.00			
MARKUP		$ -	$ -	$ 33.42	$ 18.90	$ -	$ -	$ -
TOTAL		$ -	$ -	$ 590.42	$ 333.90	$ -	$ -	$ -

TOTAL CCD $ 924.32

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The Hotel at Marion Square

CCD 014 Tracking Matrix

Balfour Beatty Construction
10/3/2018

CCD #14	PATISSERIE COLUMN DETAIL							
Subcontractor		18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct
PRECISION WALLS								
LCCM								
BMCC								
WATSON								
PASCO								
MERIT								
1ST CHOICE								
TATE								
TRIMARK								
SUB TOTAL		$ -	$ -	$ -	$ -	$ -	$ -	$ -
BBC		$ -	$ 298.00	$ 216.00	$ 886.00	$ 147.00		
MARKUP		$ -	$ 17.88	$ 12.96	$ 53.16	$ 8.82	$ -	$ -
TOTAL		$ -	$ 315.88	$ 228.96	$ 939.16	$ 155.82	$ -	$ -

TOTAL CCD $ 1,639.82

	Description of Service
Nick Starcevic	Field Review and Contract Adminstration

R - 4006

ELECTRONICALLY FILED - 2023 May 12 8:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CCD #15	SHIFT LUGGAGE ROOM DOOR							
Subcontractor		18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct
PRECISION WALLS								
LCCM								
BMCC								
WATSON								
PASCO								
MERIT								
1ST CHOICE								
TATE								
TRIMARK								
SUB TOTAL		$ -	$ -	$ -	$ -	$ -	$ -	$ -
BBC		$ -				$ 152.00		
MARKUP		$ -	$ -	$ -	$ -	$ 9.12	$ -	$ -
TOTAL		$ -	$ -	$ -	$ -	$ 161.12	$ -	$ -

TOTAL CCD $ 161.12

ELECTRONICALLY FILED - 2023 May 12 8:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CCD #16	BAR EQUIPMENT							
Subcontractor		18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct
PRECISION WALLS								
LCCM								
BMCC								
WATSON								
PASCO								
MERIT								
1ST CHOICE								
TATE								
TRIMARK					$ 16,255.05			
SUB TOTAL		$ -	$ -	$ -	$ 16,255.05	$ -	$ -	$ -
BBC		$ -	$ 593.00	$ 727.00	$ 592.00	$ 400.00	$1,007.00	
MARKUP		$ -	$ 35.58	$ 43.62	$ 1,010.82	$ 24.00	$ 60.42	$ -
TOTAL		$ -	$ 628.58	$ 770.62	$ 17,857.87	$ 424.00	$1,067.42	$ -

TOTAL CCD $ 20,748.49

	Description of Service
Alec Dooley	Administration of Change Orders and Billings, Field Coordination
Nick Starcevic	Submittals, Field Coordination, and Administation of Change Orders and Billings
AJ Wertzberger	Field Coordination

ELECTRONICALLY FILED - 2023 May 12 8:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

BALFOUR BEATTY
Projected Final Cost Report
For the Period Ending September 28, 2018

Company 50540 BALFOUR BEATTY CONSTR, LLC-RTD
Job Number 13026416 MARION SQ-CCD16 BAR EQMT ADD
Owner 2859853 LIBRARY ASSOCIATES, LLC(BENNET

1 GENERAL CONDITIONS

Cost Type	Cost Code	Description	Original Budget	Budget Transfers	Executed Change Orders	Revised Budget	% Budget Complete	Total Commitments	Cost This Period	Cost to Date	Cost to Complete	Cost at Completion	Savings or (Loss)	Amount Change	True % Complete
42010	11910000	LABOR-SALARY	0	0	0	0	0	0	235	1,882	0	1,882	(1,882)	(235)	100%
42015	11910250	BURDEN - MISC PAYROLL	0	0	0	0	0	0	0	23	0	23	(23)	0	100%
42020	11910300	ALLOWANCE - COLA	0	0	0	0	0	0	0	69	0	69	(69)	0	100%
42015	11910600	BURDEN - SALARIED T&I	0	0	0	0	0	0	153	1,223	0	1,223	(1,223)	(153)	100%
42020	11914510	ALLOWANCE - AUTO ALLOW	0	0	0	0	0	0	0	122	0	122	(122)	0	100%
1	GENERAL CONDITIONS		0	0	0	0	0	0	387	3,319	0	3,319	(3,319)	(387)	100%
13026416	MARION SQ-CCD16 BAR EQMT ADD	Total:	0	0	0	0	0	0	387	3,319	0	3,319	(3,319)	(387)	100%

BBC Labor CCD 016 Cost to Date - $3,319.00
Costs Previously Billed Thru Pay App 041 - $2,312.00
Cost to be Billed OCO 18 (Pay App 042) - $1,007.00

R - 4009

ELECTRONICALLY FILED - 2023 May 12 8:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CCD #17	PIU 2-3 ACCESS PANELS							
Subcontractor		18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct
PRECISION WALLS				$2,235.00				
LCCM								
BMCC								
WATSON								
PASCO								
MERIT								
1ST CHOICE								
TATE								
TRIMARK								
SUB TOTAL		$ -	$ -	$2,235.00	$ -	$ -	$ -	$ -
BBC		$ -		$ 142.00	$ 536.00			
MARKUP		$ -	$ -	$ 142.62	$ 32.16	$ -	$ -	$ -
TOTAL		$ -	$ -	$2,519.62	$ 568.16	$ -	$ -	$ -

TOTAL CCD $ 3,087.78

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CCD #18	ROOFTOP BAR T STAT LOCATION							
Subcontractor		18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct
PRECISION WALLS								
LCCM								
BMCC								
WATSON								
PASCO								
MERIT								
1ST CHOICE								
TATE								
TRIMARK								
SUB TOTAL		$ -	$ -	$ -	$ -	$ -	$ -	$ -
BBC		$ -						
MARKUP		$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL		$ -	$ -	$ -	$ -	$ -	$ -	$ -

TOTAL CCD $ -

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The Hotel at Marion Square

CCD 019 Tracking Matrix

Balfour Beatty Construction
10/3/2018

CCD #19	SHIFT FIRE ALARM 200V							
Subcontractor		18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct	18-Nov
PRECISION WALLS								
LCCM								
BMCC								
WATSON								
PASCO								
MERIT								
1ST CHOICE								
TATE								
TRIMARK								
TOTAL								
BBC					$ 458.00	$ 305.00		
MARKUP					$ 27.48	$ 18.30		
TOTAL MONTH	$ -	$ -	$ -	$ -	$ 485.48	$ 323.30	$ -	$ -

TOTAL CCD $ 808.78

	Description of Service
Tim Spano	Field Coordination / AHJ Review
Nick Starcevic	Field Review with Subcontractor

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Company 50540 BALFOUR BEATTY CONSTR, LLC-RTD
Job Number 13026419 MARION SQ-CCD19 SHIFT FA 200V

Owner 2859853 LIBRARY ASSOCIATES, LLC(BENNET

Cost Code Type

Cost Type	Description		Original Budget	Budget Transfers	Executed Change Orders	Revised Budget	% Budget Complete	Total Commitments	Cost This Period	Cost to Date	Cost to Complete	Cost at Completion	Savings or (Loss)	Amount Change	True % Complete
42010	LABOR		0	0	0	0	0	0	0	438	0	438	(438)	0	100%
42015	BURDEN		0	0	0	0	0	0	0	289	0	289	(289)	0	100%
42020	BURDENABLE ALLOWANCES		0	0	0	0	0	0	0	36	0	36	(36)	0	100%
13026419	MARION SQ-CCD19 SHIFT FA 200V	Total:	0	0	0	0	0	0	0	763	0	763	(763)	0	100%

Cost Code Group

Cat Codes		Description		Original Budget	Budget Transfers	Executed Change Orders	Revised Budget	% Budget Complete	Total Commitments	Cost This Period	Cost to Date	Cost to Complete	Cost at Completion	Savings or (Loss)	Amount Change	True % Complete
1	191	SALARY PAYROLL		0	0	0	0	0	0	0	763	0	763	(763)	0	100%
13026419		MARION SQ-CCD19 SHIFT FA 200V	Total:	0	0	0	0	0	0	0	763	0	763	(763)	0	100%

BBC Labor CCD 019 Cost to Date - $763.00
Costs Previously Billed Thru Pay App 041 - $458.00
Cost to be Billed OCO 18 (Pay App 042) - $305.00

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The Hotel at Marion Square

CCD 021 Tracking Matrix

Balfour Beatty Construction
10/3/2018

CCD #21	Ice Maker Chilled Water Feeds							
Subcontractor		18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct
PRECISION WALLS								
LCCM								
BMCC								
WATSON								
PASCO								
MERIT								
1ST CHOICE								
TATE								
TRIMARK								
TOTAL								
BBC					$ 647.00			
MARKUP					$ 38.82	$ -	$ -	$ -
Total					$ 685.82	$ -	$ -	$ -

TOTAL CCD $ 685.82

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The Hotel at Marion Square

CCD 022 Tracking Matrix

Balfour Beatty Construction
10/3/2018

CCD #22	Relocate Patisserie Back Counter Shelf							
Subcontractor		18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct
PRECISION WALLS						$ 380.00		
LCCM						$4,103.00		
BMCC								
WATSON								
PASCO								
MERIT								
1ST CHOICE								
TATE								
TRIMARK								
TOTAL						$4,483.00		
BBC						$ -		
MARKUP					$ -	$ 268.98	$ -	$ -
Total					$ -	$4,751.98	$ -	$ -

TOTAL CCD $ 4,751.98

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The Hotel at Marion Square

CCD 023 Tracking Matrix

Balfour Beatty Construction
10/3/2018

CCD #22	Relocate Patisserie Back Counter Shelf							
Subcontractor		18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct
PRECISION WALLS								
LCCM								
BMCC								
WATSON								
PASCO								
MERIT						$ -		
1ST CHOICE								
TATE								
TRIMARK								
TOTAL								
BBC						$ -		
MARKUP					$ -	$ -	$ -	$ -
Total					$ -	$ -	$ -	$ -

TOTAL CCD $ -

ELECTRONICALLY FILED - 2023 May 12 8:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

The Hotel at Marion Square

CCD 024 Tracking Matrix

Balfour Beatty Construction
10/3/2018

CCD #24	Ballroom Can Lights							
Subcontractor		18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct	
PRECISION WALLS								
LCCM								
BMCC								
WATSON								
PASCO								
MERIT						$1,285.47		
1ST CHOICE								
TATE								
TRIMARK								
TOTAL						$1,285.47		
BBC						$ -		
MARKUP					$ -	$ 77.13	$ -	$ -
Total					$ -	$1,362.60	$ -	$ -

TOTAL CCD $ 1,362.60

R - 4017

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QUANTUM COATINGS

Change Order Request

Date: 9/19/2018 Request # **110**

Attention: Balfour Beatty- Alec Dooley/ Nick Starcevic Project Name: **Marion Hotel**

From: Scott McCormack RE: **CCD 24**

		Foreman		Journeyman		Material		
Date	Description	**Units**	**Unit Costs**	**Units**	**Unit Costs**	**Units**	**Unit Costs**	**Line Item Total**
9/7/2018	2nd Floor Paint Drywall Repairs Around Lights & Ballroom Ceilings	16	$45.00		$40.00			$720.00
			$45.00		$40.00			$0.00
			$45.00		$40.00			$0.00
			$45.00		$40.00			$0.00
			$45.00		$40.00			$0.00
								$0.00
								$0.00
								$0.00
								$0.00
	Subtotals	16	$720.00	0.0	$0.00		$0.00	$720.00

Overtime Required	**$360.00**

Sales Tax	9.0%	$0.00
Subtotal		**$1,080.00**
O&P	**15%**	**$ 162.00**
P&P Bond	**3.5%**	**$ 43.47**

TOTAL LABOR and MATERIAL	**$1,285.47**

R - 4018

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QUANTUM COATINGS

EXTRA WORK ORDER

CUSTOMER'S ORDER NO.	OUR JOB #	DATE
		9-7-18
JOB NAME	LOCATION	PHONE
Bennett Marion	2nd 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 24
paint drywall repairs around lights at ballroom ceilings.

2 painters 8 hrs.

16 hrs.

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

SIGNATURE [signature] DATE 9-7-18

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The Hotel at Marion Square

CCD 036 Tracking Matrix

Balfour Beatty Construction
10/3/2018

CCD #36	Shutters							
Subcontractor		18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct
PRECISION WALLS								
LCCM								
BMCC								
WATSON								
PASCO								
MERIT						$ -		
1ST CHOICE								
TATE								
WARCO							$ -	
TOTAL						$ -	$ -	
BBC						$ -		
MARKUP					$ -	$ -	$ -	$ -
Total				-	$ -	$ -	$ -	$ -

TOTAL CCD $ -

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The Hotel at Marion Square
Construction Change Directive Tracker
September 21, 2018

Table ... nary

Balfour Beatt, ... ruction

CCD#		Description	Current Total	April Total (OCO 11)	May Total (OCO 13)	June Total (OCO 14)	July Total (OCO 15)	August Total (OCO 17)	September Total (OCO 18)
1		VOID							
2		Blackout Windows	$ 42,613.06	$ 73.14	$ 17,458.20	$ 17,973.36	$ 4,335.40	$ 2,772.96	$ 8,248.69
3		Custom Color Sprinkler Heads	$ 1,022.90	$ 145.22	$ 83.74	$ 167.48	$ 454.74	$ 171.72	$ 513.04
4		SI 61R1 Boardroom TV	$ 5,169.66	$ 2,495.24	$ 1,666.32	$ 780.20	$ 227.90	$ -	$ -
5		Cut Outs in Wall Above Ceilings for Plenum	$ 3,031.60	$ 2,947.86	$ 83.74	$ -	$ -	$ -	$ -
6		Stair 4	$ 54,248.21	$ 5,911.62	$ 5,546.98	$ 6,802.72	$ 18,029.43	$ 17,957.46	$ 4,391.58
7		Dining Outlets	$ 14,931.48	$ 73.14	$ 1,106.64	$ 7,200.72	$ 4,046.20	$ 2,504.78	$ 1,646.18
8		Manager's Apartment	$ 34,421.84	$ -	$ 5,781.24	$ 21,161.72	$ 15,450.07	$ (7,971.20)	$ 1,144.80
9		1st Floor Casework	$ 36,452.34	$ -	$ 251.22	$ 894.64	$ 1,416.16	$ 33,890.32	$ 6,059.34
10		SI 58R1	$ 10,266.21	$ -	$ 2,975.42	$ 742.00	$ 5,277.85	$ 1,270.94	$ 1,013.36
11		Drain Pan Alarms	$ 998.52	$ -	$ 83.74	$ 174.90	$ 654.02	$ 85.86	$ 242.74
12		AC for Lighting Storage Room	$ 85.86	$ -	$ -	$ -	$ -	$ 85.86	$ 253.34
13		Shift Kitchen Tables Over Floor Sinks	$ 924.32	$ -	$ -	$ 590.42	$ 333.90	$ -	$ -
14		Pattisserie Column Detail	$ 1,639.82	$ -	$ 315.88	$ 228.96	$ 939.16	$ 155.82	$ -
15		Shift Luggage Room Door	$ 161.12	$ -	$ -	$ -	$ -	$ 161.12	$ -
16		Bar Equipment Additions	$ 19,681.07	$ -	$ 628.58	$ 770.62	$ 17,857.87	$ 424.00	$ 1,067.42
17		PIU 2-3 Access Panels	$ 3,087.78	$ -	$ -	$ 2,519.62	$ 568.16	$ -	$ -
18		Rooftop Bar T-Stat Relocation	$ -	$ -	$ -	$ -	$ -	$ -	$ -
19		Shift Fire Alarm Horn Strobe	$ 808.78	$ -	$ -	$ -	$ 485.48	$ 323.30	$ -
20		Low Voltage Additions (Coordination	$ -	$ -	$ -	$ -	$ -	$ -	
21		Ice Maker Chilled Water Feed	$ 685.82	$ -	$ -	$ -	$ 685.82	$ -	$ -
22		Patisserie Back Counter Shelf	$ 4,751.98	$ -	$ -	$ -	$ -	$ 4,751.98	$ -
23		NA	$ -	$ -	$ -	$ -	$ -	$ -	$ -
24		Ballroom Can Lights	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,362.60
		Totals (including OHP)	$ 234,982.37	$ 11,646.22	$ 35,981.70	$ 60,007.36	$ 70,762.17	$ 56,584.92	$ 25,943.09

R - 4021

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The Hotel at Marion Square

CCD 002 Tracking Matrix

Balfour Beatty Construction
9/24/2018

CCD #2	BLACKOUT WINDOWS									
Subcontractor		18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct	18-Nov	18-Dec
PRECISION WALLS			$ 9,737.00	$ 16,034.00		$ 1,216.00	$ 2,666.00			
LCCM										
BMCC										
WATSON										
PASCO										
MERIT					$ 3,535.00		$ 4,177.78			
1ST CHOICE			$ 6,069.00			$ 1,186.00				
TATE										
TRIMARK										
SUB TOTAL		$ -	$ 15,806.00	$ 16,034.00	$ 3,535.00	$ 2,402.00	$ 6,843.78	0	0	0
BBC		$ 69.00	$ 664.00	$ 922.00	$ 555.00	$ 214.00	$ 938.00			
MARKUP		$ 4.14	$ 988.20	$ 1,017.36	$ 245.40	$ 156.96	$ 466.91	0	0	0
TOTAL		$ 73.14	$ 17,458.20	$ 17,973.36	$ 4,335.40	$ 2,772.96	$ 8,248.69	0	0	0

CCD 02 Total	$ 42,613.06

	Description of Service
Alec Dooley	Administration of Change Orders and Billings.
Nick Starcevic	Field Coordination / Review, Administation of Change Orders and Billings
Tim Spano	Field Coordination, T&M Review.

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Plaintiff Balfour Beatty's Trial Exhibit # 226

(Part 13 of 16)

ELECTRONICALLY FILED - 2023 May 12 8:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Company 50540 BALFOUR BEATTY CONSTR, LLC-RTD
Job Number 13026420 MARION SQ-CCD2 BLCK OUT WINDOW

Owner 2859853 LIBRARY ASSOCIATES, LLC(BENNET

1 GENERAL CONDITIONS

Cost Type	Cost Code	Description	Original Budget	Budget Transfers	Executed Change Orders	Revised Budget	% Budget Complete	Total Commitments	Cost This Period	Cost to Date	Cost to Complete	Cost at Completion	Savings or (Loss)	Amount Change	True % Complete
42010	10100050	LABOR - HOURLY PAYROLL	0	0	0	0	0	0	0	290	0	290	(290)	0	100%
42015	11900600	BURDEN - FIELD T&I	0	0	0	0	0	0	0	136	0	136	(136)	0	100%
42010	11910000	LABOR-SALARY	0	0	0	0	0	0	281	1,673	0	1,673	(1,673)	(281)	100%
42015	11910250	BURDEN - MISC PAYROLL	0	0	0	0	0	0	1	18	0	18	(18)	(1)	100%
42020	11910300	ALLOWANCE - COLA	0	0	0	0	0	0	4	43	0	43	(43)	(4)	100%
42015	11910600	BURDEN - SALARIED T&I	0	0	0	0	0	0	182	1,088	0	1,088	(1,088)	(182)	100%
42020	11914510	ALLOWANCE - AUTO ALLOW	0	0	0	0	0	0	2	113	0	113	(113)	(2)	100%
1	GENERAL CONDITIONS		0	0	0	0	0	0	471	3,362	0	3,362	(3,362)	(471)	100%
13026420	MARION SQ-CCD2 BLCK OUT WINDOW	Total:	0	0	0	0	0	0	471	3,362	0	3,362	(3,362)	(471)	100%

BBC Labor CCD 002 Cost to Date - $3,362.00
Costs Previously Billed Thru Pay App 041 - $2,424.00
Cost to be Billed OCO 18 (Pay App 042) - $938.00

R - 4024

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REQUEST FOR CHANGE ORDER

PRECISION WALLS, INC.
Partners in driving your job.

Ref.# CO-19018
GC #
Date Sep 04, 2018
Job # 14-1278

To: **Balfour Beatty Construction**
406 S McDowell Street, Suite 200
Raleigh, NC 27601
Phone: (919)233-5001

Project: **Hotel @ Marion Square**
404 King Street
Charleston, SC 29403

Description: CDD 2 Work - 8/31/18 thru 9/4/18

Labor	Total Hrs	Rate	Total
Marquel Joyner - Mechanic	6.00	42.00	$252.00
Edgar Munoz - Mechanic	8.00	42.00	$336.00
Gary Cerra - Working Foreman	21.00	55.00	$1,155.00
Michael Zinna - Foreman	1.00	55.00	$55.00
		Total Labor	$1,798.00

Material	Size	Quantity	UOM	Unit Price	Total
5/8" TYPE X GYPSUM WALLBOARD	8'	6.00	SHT	.365 SQFT	$70.08
READY-MIXED JOINT COMPOUND (5GAL)	5GAL BKT	0.00	EA	16.00 EA	$0.00
DW PAPER FACED CORNER BEAD	10'	0.00	EA	.19 LF	$0.00
JOINT TAPE - 250 FEET	ROLL	0.00	ROLL	2.00 EA	$0.00
DURABOND 45	BAG	2.00	EA	11.50 EA	$23.00
7/8" GALV FURRING CHANNEL 20GA (30MIL) - G40	10'	5.00	PCS	.51 LF	$25.50
1-5/8" DW STUD - 19MIL (20GA) - G40	10'	0.00	PCS	.43 LF	$0.00
3-5/8" DW STUD - 19MIL (20GA) - G40	10'	4.00	PCS	.52 LF	$20.80
3-5/8" DW TRACK 1-1/4" LEG - 19MIL (20GA) - G40	10'	6.00	PCS	.515 LF	$30.90
				Total Material	$170.28

Subtotal for Detail **$1,968.28**

Miscellaneous	Total
Freight and Delivery Expense	$0.00
Tool & Equipment Expense	$0.00
Daily Parking Fees @ $16 per day	$80.00
Total Miscellaneous Charges	$80.00

Adjustments	Total
ROUNDING	$0.35
Total Adjustments	$0.35

Notes: **CCD #2 - Directed by BBC/Owner to start working on stair 4 revisions issued in this CCD. Please referenced attached T&M tickets for back up.**

a. **Prices firm for 7 days and based on current job conditions**
b. **Contract time extension of: 3 days**
c. **Material delivery time of: 0 days**
d. **We will not proceed with this work without a written Change Order**

Adjustments Total:	**$0.35**	
Sub Total:	**$2,048.63**	
Sales Tax on Materials:	**$22.53**	9.00%
OH&P (Material & Equipment):	**$27.84**	15.00%
Sub Total:	**$2,099.00**	
Total:	**$2,099.00**	

Michael Thomas Zinna
Project Manager

7317 Peppermill Pkwy , N. Charleston, South Carolina, 29418 T:843-793-6020 Fax:

Run on: September 5, 2018 3:23 PM

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ELECTRONICALLY FILED - 2023 May 12 8:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

AMERICAN SOLUTIONS FOR BUSINESS

EXTRA WORK ORDER

DATE 9-4-18
G.C. JOB #
PWI JOB # 14-1276

PROJECT NAME: Marion Square
PROJECT MANAGER: Mike Eimer

TO PRECISION WALLS, INC.

FROM: Bathes Beatty

AUTHORIZATION FOR PAYMENT AND COMMENCEMENT OF WORK: 7:00 AM
SIGNATURE
TITLE
DATE: 9-4-18

BRIEF DESCRIPTION AND LOCATION OF WORK: CCD #2 Starwells 3-4-5-6 Decided By BBC to Continue Constructs of Frame .. Hang - Rough Cleanup

QUANTITY	UNIT	DESCRIPTION OF MATERIAL OR EQUIPMENT	UNIT PRICE	EXTENSION
4	PCS	2 3/4 Studs		
5	PCS	Plates		
3	Sheets	5/8 x 4 Starwell		
1	Bag	35 min Joint Compound		
		12330		
			TOTAL MAT'L	$

NAME	CODE	MON	TUE	WED	THU	FRI	SAT	SUN	TOTAL HOURS		EXTENSION
Gary Cerner	103	3							3		
	301	5							5		
Edgar Muñoz	[illegible]	6							6		
	[illegible]	2							2		
Marquel Taylor	713	5							5		
	201	3							3		

HOURS TO DATE: 22 hrs
WORK APPROVED AS COMPLETED SIGNATURE: Gary Cerner
TITLE: Foreman DATE: 9-4-18
SIGNATURE: [illegible]
TITLE: Sr PM DATE: 9-4-18
✓ INCOMPLETE ____ COMPLETE

SUPERVISION	
SAFETY	
TOTAL LABOR	$
OTHER DIRECT COSTS	
TOTAL	$

This extra work order will/may increase the duration allotted for the performance of our work.
Please adjust the schedule accordingly.

WORK ORDER ____ ____ ____ ____
1 OF ____

Customer - White Project Manager - Canary GC Superintendent - Pink Foreman - Goldenrod

AMERICAN SOLUTIONS FOR BUSINESS 800-631-6115

EXTRA WORK ORDER

DATE 8-31-18
G.C. JOB #
PWI JOB # 14-1278

PROJECT NAME Marion Mills Zones
PROJECT MANAGER

AUTHORIZATION FOR PAYMENT AND COMMENCEMENT OF WORK: 7:00 AM
TITLE SR PM DATE 8-31-18

TO: PRECISION WALLS, INC.

FROM: Balbir Beally

BRIEF DESCRIPTION AND LOCATION OF WORK: Breakout To Restart CCD #2 Stairways 3,4,6 Filling in windows Hanging Caissons of Protection - Scaffolding - Framing Hanging Exterior

QUANTITY	UNIT	DESCRIPTION OF MATERIAL OR EQUIPMENT	UNIT PRICE	EXTENSION
6	pcs	3 5/8 Studs		
6	pcs	3 5/8 Track		
3	Sheets	4x8 dry wall		
1	Bag	45 min Durabond		
			TOTAL MAT'L.	$

NAME		CODE	MON	TUE	WED	THU	FRI	SAT	SUN	TOTAL HOURS	EXTENSION
Gary	Cerna	103					3			3	
"	"	281					3			3	
"	"	301					2			2	

Finish 8:30 pm

SUPERVISION	
SAFETY	
TOTAL LABOR	$
OTHER DIRECT COSTS	
TOTAL	$

HOURS TO DATE 8
WORK APPROVED AS COMPLETED SIGNATURE: Gary Cerna
TITLE: Foreman DATE: 8-31-18
SIGNATURE:
TITLE: Asst Super DATE: 8-31-18

✓ INCOMPLETE ____ COMPLETE

This extra work order will/may increase the duration allotted for the performance of our work.
Please adjust the schedule accordingly

WORK ORDER

Customer - White Project Manager - Canary GC Superintendent - Pink Foreman - Goldenrod

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AMERICAN SOLUTIONS FOR BUSINESS 819-601-0112

EXTRA WORK ORDER

DATE 9-5-18
G.C. JOB #
PWI JOB # 14-1278

PROJECT NAME: Marion Square
PROJECT MANAGER: Mike Zinno

TO: PRECISION WALLS, INC.

FROM: Batson Beatty

AUTHORIZATION FOR PAYMENT AND COMMENCEMENT OF WORK:
TITLE SR PM SIGNATURE DATE 9-5-18

BRIEF DESCRIPTION AND LOCATION OF WORK: Directed by BBC To Continue CCD # 2 Consists of Finishing Stair re-Fireproofing of window

QUANTITY	UNIT	DESCRIPTION OF MATERIAL OR EQUIPMENT	UNIT PRICE	EXTENSION
1	Day	45 min Dover Board		
			TOTAL MAT'L.	$

NAME	CODE	MON	TUE	WED	THU	FRI	SAT	SUN	TOTAL HOURS		EXTENSION
Gary Cerra	301		4						4		
" "	463		1						1		

HOURS TO DATE: 5
WORK APPROVED AS COMPLETED SIGNATURE: Gary Cerra
TITLE: Foreman DATE: 9-5-18
SIGNATURE: John Eldridge 9-5-18 Rigger
TITLE: DATE:
INCOMPLETE X COMPLETE

This work order will in no way increase the duration allowed for the performance of the work as scheduled or otherwise.

SUPERVISION	
SAFETY	
TOTAL LABOR	$
OTHER DIRECT COSTS	
TOTAL	$

WORK ORDER

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QUANTUM COATINGS

Change Order Request

Date: 9/19/2018

Request # **108**

Attention: Balfour Beatty- Alec Dooley/ Nick Starcevic

Project Name: **Marion Hotel**

From: Scott McCormack

RE: **CCD 2**

		Foreman		Journeyman		Material		Line Item Total
Date	Description	**Units**	**Unit Costs**	**Units**	**Unit Costs**	**Units**	**Unit Costs**	
9/5/2018	Stair 6 Prime & Paint Drywall	8	$45.00		$40.00			$360.00
8/23/2018	Stair 4	24	$45.00		$40.00			$1,080.00
8/24/2018	Stair 4 Prep & Prime Trim	12	$45.00		$40.00			$540.00
8/27/2018	Stair 4 Sand Trim & Paint 2nd Coat	8	$45.00		$40.00			$360.00
			$45.00		$40.00			$0.00
			$45.00		$40.00			$0.00
								$0.00
								$0.00
								$0.00
	Subtotals	52	$2,340.00	0.0	$0.00		$0.00	$2,340.00

Overtime Required	**$1,170.00**

Sales Tax	9.0%	$0.00
Subtotal		**$3,510.00**
O&P	**15%**	**$ 526.50**
P&P Bond	**3.5%**	**$ 141.28**

TOTAL LABOR and MATERIAL	**$4,177.78**

R - 4029

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QUANTUM COATINGS

EXTRA WORK ORDER

CUSTOMER'S ORDER NO.	OUR JOB #	DATE
		8-23-18
JOB NAME	LOCATION	PHONE
Bennet Marion		

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 6 stair 4

3 guys 8 hrs.

24 hrs.

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

SIGNATURE [signature] DATE 8-23-18

QUANTUM COATINGS

EXTRA WORK ORDER

CUSTOMER'S ORDER NO.	OUR JOB #	DATE
		9-5-18
JOB NAME	LOCATION	PHONE
Bennett Marion	Stair 6.	

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 2
Stair 6
prime and paint dry wall

1 painter 8 hrs.

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

SIGNATURE [signature] DATE 9-5-18

R - 4030

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QUANTUM COATINGS

EXTRA WORK ORDER

CUSTOMER'S ORDER NO.	OUR JOB #	DATE
		8-27-18
JOB NAME	LOCATION	PHONE
Bennett Marion	STAIR 4	

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 6
Stair Four sand trim and
paint second coat of paint.

2 guys. start at 7:00 ~~JB~~
Finish 3:30 ~~JB~~

8 ~~16~~ hrs.

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

SIGNATURE [signature] DATE 8-27-18

QUANTUM COATINGS

EXTRA WORK ORDER

CUSTOMER'S ORDER NO.	OUR JOB #	DATE
		8-24-18
JOB NAME	LOCATION	PHONE
Bennett Marion	STAIR 4 CCD 6	

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 6 stair four.

Prep and prime trim.

3 guys ~~4~~ ~~8~~ hrs.

12 ~~24~~ hrs.

Send remob cost for
Dining area by mockup Door separate

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

SIGNATURE [signature] DATE 8-24-18

R - 4031

CCD #3	CUSTOM COLOR SPRINKLER HEADS							
Subcontractor		18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct
PRECISION WALLS								
LCCM								
BMCC								
WATSON								
PASCO								
MERIT								
1ST CHOICE								
TATE								
TRIMARK								
SUB TOTAL		$ -	$ -	$ -	$ -	$ -	$ -	$ -
BBC		$ 137.00	$ 79.00	$ 158.00	$ 429.00	$ 162.00	$ 484.00	
MARKUP		$ 8.22	$ 4.74	$ 9.48	$ 25.74	$ 9.72	$ 29.04	$ -
TOTAL		$ 145.22	$ 83.74	$ 167.48	$ 454.74	$ 171.72	$ 513.04	$ -

TOTAL CCD $ 1,535.94

	Description of Service
AJ Wertzberger	Field Review, Contract Administration

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Company 50540 BALFOUR BEATTY CONSTR, LLC-RTD
Job Number 13026430 MARION SQ-CCD3 RCO 13 CUST SPR

Owner 2859853 LIBRARY ASSOCIATES, LLC(BENNET

1 GENERAL CONDITIONS

Cost Type	Cost Code	Description	Original Budget	Budget Transfers	Executed Change Orders	Revised Budget	% Budget Complete	Total Commitments	Cost This Period	Cost to Date	Cost to Complete	Cost at Completion	Savings or (Loss)	Amount Change	True % Complete
42010	11910000	LABOR-SALARY	0	0	0	0	0	0	176	843	0	843	(843)	(176)	100%
42015	11910250	BURDEN - MISC PAYROLL	0	0	0	0	0	0	0	6	0	6	(6)	0	100%
42015	11910600	BURDEN - SALARIED T&I	0	0	0	0	0	0	114	548	0	548	(548)	(114)	100%
42020	11914510	ALLOWANCE - AUTO ALLOW	0	0	0	0	0	0	0	52	0	52	(52)	0	100%
1	GENERAL CONDITIONS		0	0	0	0	0	0	290	1,449	0	1,449	(1,449)	(290)	100%
13026430	MARION SQ-CCD3 RCO 13 CUST SPR	Total:	0	0	0	0	0	0	290	1,449	0	1,449	(1,449)	(290)	100%

BBC Labor CCD 003 Cost to Date - $1,449.00
Costs Previously Billed Thru Pay App 041 - $965.00
Cost to be Billed OCO 18 (Pay App 042) - $484.00

R - 4033

ELECTRONICALLY FILED - 2023 May 12 8:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

The Hotel at Marion Square

CCD 004 Tracking Matrix

Balfour Beatty Construction
9/24/2018

CCD #4	SI 61R1 BOARDROOM TV							
Subcontractor		18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct
PRECISION WALLS		$1,974.00						
LCCM			$1,253.00					
BMCC								
WATSON				$ 662.04				
PASCO								
MERIT								
1ST CHOICE								
TATE								
TRIMARK								
SUB TOTAL		$1,974.00	$1,253.00	$ 662.04	$ -	$ -	$ -	$ -
BBC		$ 380.00	$ 319.00	$ 74.00	$ 215.00			
MARKUP		$ 141.24	$ 94.32	$ 44.16	$ 12.90	$ -	$ -	$ -
TOTAL		$2,495.24	$1,666.32	$ 780.20	$ 227.90	$ -	$ -	$ -

TOTAL CCD $ 5,169.66

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Company 50540 BALFOUR BEATTY CONSTR, LLC-RTD
Job Number 13026460 MARION SQ-CCD6 STAIR 4

Owner 2859853 LIBRARY ASSOCIATES, LLC(BENNET

1 GENERAL CONDITIONS

Cost Type	Cost Code	Description	Original Budget	Budget Transfers	Executed Change Orders	Revised Budget	% Budget Complete	Total Commitments	Cost This Period	Cost to Date	Cost to Complete	Cost at Completion	Savings or (Loss)	Amount Change	True % Complete
42010	10100050	LABOR - HOURLY PAYROLL	0	0	0	0	0	0	0	120	0	120	(120)	0	100%
42015	11900600	BURDEN - FIELD T&I	0	0	0	0	0	0	0	56	0	56	(56)	0	100%
42010	11910000	LABOR-SALARY	0	0	0	0	0	0	185	3,148	0	3,148	(3,148)	(185)	100%
42015	11910250	BURDEN - MISC PAYROLL	0	0	0	0	0	0	2	35	0	35	(35)	(2)	100%
42020	11910300	ALLOWANCE - COLA	0	0	0	0	0	0	0	30	0	30	(30)	0	100%
42015	11910600	BURDEN - SALARIED T&I	0	0	0	0	0	0	120	2,046	0	2,046	(2,046)	(120)	100%
42020	11914510	ALLOWANCE - AUTO ALLOW	0	0	0	0	0	0	18	267	0	267	(267)	(18)	100%
1	GENERAL CONDITIONS		0	0	0	0	0	0	325	5,704	0	5,704	(5,704)	(325)	100%
13026460	MARION SQ-CCD6 STAIR 4	Total:	0	0	0	0	0	0	325	5,704	0	5,704	(5,704)	(325)	100%

BBC Labor CCD 006 Cost to Date - $5,704.00
Costs Previously Billed Thru Pay App 041 - $4,904.00
Cost to be Billed OCO 18 (Pay App 042) - $800.00

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The Hotel at Marion Square

CCD 005 Tracking Matrix

Balfour Beatty Construction
9/24/2018

CCD #5	CUT OUTS IN WALL ABOVE CEILINGS FOR PLENUM							
Subcontractor		18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct
PRECISION WALLS		$2,482.00						
LCCM								
BMCC								
WATSON								
PASCO								
MERIT								
1ST CHOICE								
TATE								
TRIMARK								
SUB TOTAL		$2,482.00	$ -	$ -	$ -	$ -	$ -	$ -
BBC		$ 299.00	$ 79.00					
MARKUP		$ 166.86	$ 4.74	$ -	$ -	$ -	$ -	$ -
TOTAL		$2,947.86	$ 83.74	$ -	$ -	$ -	$ -	$ -

Total CCD $ 3,031.60

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The Hotel at Marion Square

CCD 006 Tracking Matrix

Balfour Beatty Construction
9/24/2018

CCD #6	STAIR 4							
Subcontractor		18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct
PRECISION WALLS		$2,729.00	$3,707.00					
LCCM		$1,949.00		$5,116.00		$ 16,535.00	$3,343.00	
BMCC								
WATSON				$ 271.66				
PASCO								
MERIT								
1ST CHOICE								
TATE					$ 15,965.90			
TRIMARK								
SUB TOTAL		$4,678.00	$3,707.00	$5,387.66	$ 15,965.90	$ 16,535.00	$3,343.00	$ -
BBC		$ 899.00	$1,526.00	$1,030.00	$1,043.00	$ 406.00	$ 800.00	
MARKUP		$ 334.62	$ 313.98	$ 385.06	$1,020.53	$1,016.46	$ 248.58	$ -
TOTAL		$5,911.62	$5,546.98	$6,802.72	$ 18,029.43	$ 17,957.46	$4,391.58	$ -

TOTAL CCD $ 58,639.79

	Description of Service
Alec Dooley	Administration of Change Orders and Billings.
Nick Starcevic	Submittals, Field Coordination, and Administation of Change Orders and Billings
Tim Spano	Field Review / Coordination

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Company 50540 BALFOUR BEATTY CONSTR, LLC-RTD
Job Number 13026460 MARION SQ-CCD6 STAIR 4

Owner 2859853 LIBRARY ASSOCIATES, LLC(BENNET

1 GENERAL CONDITIONS

Cost Type	Cost Code	Description	Original Budget	Budget Transfers	Executed Change Orders	Revised Budget	% Budget Complete	Total Commitments	Cost This Period	Cost to Date	Cost to Complete	Cost at Completion	Savings or (Loss)	Amount Change	True % Complete
42010	10100050	LABOR - HOURLY PAYROLL	0	0	0	0	0	0	0	120	0	120	(120)	0	100%
42015	11900600	BURDEN - FIELD T&I	0	0	0	0	0	0	0	56	0	56	(56)	0	100%
42010	11910000	LABOR-SALARY	0	0	0	0	0	0	185	3,148	0	3,148	(3,148)	(185)	100%
42015	11910250	BURDEN - MISC PAYROLL	0	0	0	0	0	0	2	35	0	35	(35)	(2)	100%
42020	11910300	ALLOWANCE - COLA	0	0	0	0	0	0	0	30	0	30	(30)	0	100%
42015	11910600	BURDEN - SALARIED T&I	0	0	0	0	0	0	120	2,046	0	2,046	(2,046)	(120)	100%
42020	11914510	ALLOWANCE - AUTO ALLOW	0	0	0	0	0	0	18	267	0	267	(267)	(18)	100%
1	GENERAL CONDITIONS		0	0	0	0	0	0	325	5,704	0	5,704	(5,704)	(325)	100%
13026460	MARION SQ-CCD6 STAIR 4	Total:	0	0	0	0	0	0	325	5,704	0	5,704	(5,704)	(325)	100%

BBC Labor CCD 006 Cost to Date - $5,704.00
Costs Previously Billed Thru Pay App 041 - $4,904.00
Cost to be Billed OCO 18 (Pay App 042) - $800.00

R - 4038

The Hotel at Marion Square

CCD 008 Tracking Matrix

Balfour Beatty Construction
9/24/2018

CCD #8	MANAGER'S APARTMENT							
Subcontractor		18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct
PRECISION WALLS				$ 5,748.00	$ 7,873.00			
LCCM			$ 4,405.00	$ 8,110.00		$ (8,110.00)		
BMCC								
WATSON				$ 5,386.89	$ 1,388.54			
PASCO								
MERIT								
1ST CHOICE								
TATE								
TRIMARK								
SUB TOTAL		$ -	$ 4,405.00	$ 19,244.89	$ 9,261.54	$ (8,110.00)	$ -	$ -
BBC		$ -	$ 1,049.00	$ 719.00	$ 5,314.00	$ 590.00	$1,080.00	
MARKUP		$ -	$ 327.24	$ 1,197.83	$ 874.53	$(451.20)	$ 64.80	$ -
TOTAL		$ -	$ 5,781.24	$ 21,161.72	$ 15,450.07	$ (7,971.20)	$1,144.80	$ -

TOTAL CCD $ 35,566.64

	Description of Service
Alec Dooley	Administration of Change Orders and Billings.
Nick Starcevic	Submittals, Field Coordination, and Administation of Change Orders and Billings
Tim Spano	Field Review / Coordination
AJ Wertzberger	Submittal Review, Field Coordination.

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Company 50540 BALFOUR BEATTY CONSTR, LLC-RTD
Job Number 13026480 MARION SQ-CCDD8 MGR APT

Owner 2859853 LIBRARY ASSOCIATES, LLC(BENNET

1 GENERAL CONDITIONS

Cost Type	Cost Code	Description	Original Budget	Budget Transfers	Executed Change Orders	Revised Budget	% Budget Complete	Total Commitments	Cost This Period	Cost to Date	Cost to Complete	Cost at Completion	Savings or (Loss)	Amount Change	True % Complete
42010	11910000	LABOR-SALARY	0	0	0	0	0	0	331	5,002	0	5,002	(5,002)	(331)	100%
42015	11910250	BURDEN - MISC PAYROLL	0	0	0	0	0	0	2	53	0	53	(53)	(2)	100%
42020	11910300	ALLOWANCE - COLA	0	0	0	0	0	0	0	43	0	43	(43)	0	100%
42020	11910400	ALLOWANCE - PER DIEM	0	0	0	0	0	0	0	185	0	185	(185)	0	100%
42015	11910600	BURDEN - SALARIED T&I	0	0	0	0	0	0	215	3,251	0	3,251	(3,251)	(215)	100%
42020	11914510	ALLOWANCE - AUTO ALLOW	0	0	0	0	0	0	18	218	0	218	(218)	(18)	100%
1	GENERAL CONDITIONS		0	0	0	0	0	0	567	8,752	0	8,752	(8,752)	(567)	100%
13026480	MARION SQ-CCDD8 MGR APT	Total:	0	0	0	0	0	0	567	8,752	0	8,752	(8,752)	(567)	100%

BBC Labor CCD 008 Cost to Date - $8,752
Costs Previously Billed Thru Pay App 041 - $7,672.00
Cost to be Billed OCO 18 (Pay App 042) - $1,080.00

R - 4040

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The Hotel at Marion Square

CCD 009 Tracking Matrix

Balfour Beatty Construction
9/24/2018

CCD #9	FIRST FLOOR CASEWORK							
Subcontractor		18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct
PRECISION WALLS								
LCCM						$ 32,166.00		
BMCC								
WATSON								
PASCO								
MERIT							$3,374.36	
1ST CHOICE								
TATE								
TRIMARK								
SUB TOTAL		$ -	$ -	$ -	$ -	$ 32,166.00	$3,374.36	$ -
BBC			$ 237.00	$ 844.00	$ 1,336.00	$(194.00)	$2,342.00	
MARKUP		$ -	$ 14.22	$ 50.64	$ 80.16	$1,918.32	$ 342.98	$ -
TOTAL		$ -	$ 251.22	$ 894.64	$ 1,416.16	$ 33,890.32	$6,059.34	$ -

TOTAL CCD $ 42,511.68

	Description of Service
Alec Dooley	Administration of Change Orders and Billings.
Nick Starcevic	Submittals, Coordination Calls, Field Coordination, and Administation of Change Orders and Billing
Tim Spano	Field Review / Coordination

ELECTRONICALLY FILED - 2023 May 12 8:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Company 50540 BALFOUR BEATTY CONSTR, LLC-RTD
Job Number 13026490 MARION SQ-CCD9 1ST FL CASEWORK

Owner 2859853 LIBRARY ASSOCIATES, LLC(BENNET

1 GENERAL CONDITIONS

Cost Type	Cost Code	Description	Original Budget	Budget Transfers	Executed Change Orders	Revised Budget	% Budget Complete	Total Commitments	Cost This Period	Cost to Date	Cost to Complete	Cost at Completion	Savings or (Loss)	Amount Change	True % Complete
42010	11910000	LABOR-SALARY	0	0	0	0	0	0	326	2,583	0	2,583	(2,583)	(326)	100%
42015	11910250	BURDEN - MISC PAYROLL	0	0	0	0	0	0	4	32	0	32	(32)	(4)	100%
42020	11910300	ALLOWANCE - COLA	0	0	0	0	0	0	9	48	0	48	(48)	(9)	100%
42015	11910600	BURDEN - SALARIED T&I	0	0	0	0	0	0	212	1,679	0	1,679	(1,679)	(212)	100%
42020	11914510	ALLOWANCE - AUTO ALLOW	0	0	0	0	0	0	23	223	0	223	(223)	(23)	100%
1	GENERAL CONDITIONS		0	0	0	0	0	0	574	4,565	0	4,565	(4,565)	(574)	100%
13026490	MARION SQ-CCD9 1ST FL CASEWORK Total:		0	0	0	0	0	0	574	4,565	0	4,565	(4,565)	(574)	100%

R - 4042

BBC Labor CCD 009 Cost to Date - $4,565.00
Costs Previously Billed Thru Pay App 041 - $2,223.00
Cost to be Billed OCO 18 (Pay App 042) - $2,342.00

ELECTRONICALLY FILED - 2023 May 12 8:03 PM - 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 - 4043

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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 first and 2nd coat
3 painters 8 hrs.

24 hrs.

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

SIGNATURE [signature] DATE 9-11-18

R 4044

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 [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
Bennett Marion	18t Floor	

ORDERED BY
Tim Spans

BILL TO

ADDRESS

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

DESCRIPTION OF WORK

Prep trim at lobby area.
2 painters. Reception
5 hrs.
10 hrs.

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

SIGNATURE [signature] DATE 9-10-18

R - 4045

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ELITE APPLIANCE

EXCEPTIONAL BRANDS
EXCELLENT PRICES

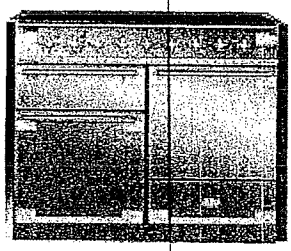
1

Like

Aga Elise Series Range AEL48IN

48" Freestanding Range with 5 Induction Zones, 3700 Watt Power Boost, Overheat Detection, 3 Ovens, 6.0 Total Cu. Ft. Capacity, True European Convection (Right Oven), Multi-Function Convection (Left Oven), 8 Pass Broiler and Easy Clean Enamel Interior (AVAILABLE 2017)

AGA



Available in 2017
Click on the image to enlarge. Model may only be available in authorized areas.

Selected Model:	**AEL48INSS**
Retail Price:	**$9,349.00**
Your Price (Internet Matched):	$8,499.00

Select from the available options for this model

CONTACT A SPECIALIST

FREE SHIPPING

Finish:	Stainless Steel
Power Source:	Electric

ADD TO CART

Customers who liked this model also looked at:

Features Description Specifications Warranty Promotions Model List

Features

General Properties

- Total Oven Capacity 6 cu. ft.
- Cleaning Type EasyClean™ Enamel
- Controls Touch pad control on cooktop

Cooking Modes Main Cavity – Right Side

- Convection Bake
- 2.8 cu. ft.

Cooking Modes Second Cavity – Left Side

- Multi-function oven with 7 cooking modes
- 2.8 cu. ft,

Cooking Modes Third Cavity

- Broiler Dual-element with 8-pass 2,300W
- 0.5 cu. ft.

Oven Performance

- Main Cavity – Right Side 2,500W
- Second Cavity – Left Side 2,500W
- Third Cavity – Broiler 2,300W
- Broiler Type 8-Pass Radiant Heat

Cooktop Performance

- Number of Zones 5
- Power of Front Left Zone: 6″ dia. 1,400 watts with 2,200 watt boost
- Power of Back Left Zone: 7″ dia. 1,850 watts with 3,000 watt boost
- Power of Center Zone: 10″ dia. 2,300 watts with 3,700 watt boost
- Power of Front Right Zone: 7″ dia. 1,850 watts with 3,000 watt boost
- Power of Back Right Zone: 7″ dia. 1,850 watts with 3,000 watt boost

Technical Details

- Circuit Breaker (A) 50A
- Volts (V) 240V
- Frequency (Hz) 60Hz
- Plug Type 4 Wire
- Power Cord Length 48″
- Energy Source Electric

Dimensions & Weight

- Appliance Dimensions 47-9/16″ W x 28-7/16″ D x 36-1/8″ H
- Depth with Door Open 46-1/8″
- Appliance Weight 357 lbs.
- Shipping Weight 390 lbs.
- Package Dimensions 49-1/4″ W x 31″ D x 46-1/2″ H

Accessories Included

- 1 enameled broiler pan
- 1 broiler pan insert
- 1 storage drawer mat

Description

Oven Features

- Over 6 cubic feet of oven space amongst 3 separate ovens maximize space and reduce energy consumption
- One extra-large 7-Mode Multi-Function™ Oven (left oven) tailored to your cooking needs with Defrost, Convection, Convection Broiling, Fan Assist Bake, Conventional, Browning and Base Heat

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- A second extra-large true European convection oven
- Each large oven features 3 heavy-duty stainless steel racks including a removable Telescopic shelf, runners and wire work each with 5 rack positions
- Powerful dual-element Broiler with an 8-pass, 2,300 watt broiler – ready to cook in just 5 minutes
- Glide Out Broiler System™ with Full Broil and Half Broil mode to provide complete coverage with adjustable heights and extendable gliding tray spacious enough to cook six 6-oz steaks at once
- Distinguished brushed stainless steel control knobs give a touch of elegant detail
- Spacious storage drawer with rubber mat to protect and store your cookware
- EasyClean™ Technology with black enamel interior

Cooktop Features

- Extra-large ceramic glass induction cooktop with 5 induction burners and touch pad controls
- Induction cooktop makes use of 90% of the available heat compared to just 55% with that of a gas burner
- E▼fficient induction cooking surface with the following touch pad features:
- Extra-large ceramic glass induction cooktop with 5 induction burners and touch pad controls
- Induction cooktop makes use of 90% of the available heat compared to just 55% with that of a gas burner
- Efficient induction cooking surface with the following touch pad features:
- Each zone offers a boost in power – up to a 3700 watt
- Residual heat indicator
- 9 power settings giving instant response
- A timer and convenient pause feature
- Overheat detection
- Child safety lock
- Generous cooking space with three 7" dia., one 6" dia. and one 10" dia. defined pan areas
- Built-in pan recognition sensors automatically turn the burner off▲ when not is use saving energy and increasing safety while the Child Lock feature protects little hands

Specifications

SEE COMPLETE PRODUCT SPEC SHEET (PDF)

Warranty

1 Year Warranty – entire appliance, parts and labor

Promotions

Free Induction Cookware Set with Purchase - A $500 Value!

Purchase an eligible Dual Fuel or Induction AGA 48-inch range and receive a FREE $500 value Induction Cookware Set.

Offer valid from January 1, 2018 to June 30, 2018

Model List

Product/Model	Finish	Power	Your Price	Add To Cart	View Detail

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Aga Elise Series Range AEL48INSS	Stainless Steel	Electric	$8,499.00	ADD TO CART	VIEW
Aga Elise Series Range AEL48INBLK	Gloss Black	Electric	$8,499.00	ADD TO CART	VIEW
Aga Elise Series Range AEL48INMBL	Matte Black	Electric	$8,499.00	ADD TO CART	VIEW
Aga Elise Series Range AEL48INWHT	White	Electric	$8,499.00	ADD TO CART	VIEW
Aga Elise Series Range AEL48INIVY	Ivory	Electric	$8,499.00	ADD TO CART	VIEW
Aga Elise Series Range AEL48INSCR	Scarlet	Electric	$8,499.00	ADD TO CART	VIEW

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ELITE APPLIANCE

EXCEPTIONAL BRANDS
EXCELLENT PRICES

2D

Like

Miele Hood DA5321D

48" Island Ventilation Hood with Center-mounted controls, 4 speed selector switch Delayed Shutdown, Timed Programs, and Integrated Halogen Lighting with Dimmer Function (RAL Optional)

Miele

Selected Model:	**DA5321DSS**
Retail Price:	**$3,499.00**
Your Price (Internet Matched):	~~$3,449.00~~

Select from the available options for this model

CONTACT A SPECIALIST

FREE SHIPPING

Finish:	Stainless Steel
Power Source:	Electric

ADD TO CART

Click on the image to enlarge. Miele is only available in authorized areas.

Customers who liked this model also looked at:

Features Description Specifications Warranty Model List

Features

Width

- Width: 48" (120 cm)

Hood Integration

- Island hood

Blower

- Fan speeds (incl. intensive): 4
- Maximum CFM setting: 625

Operation

- Automatic shutdown of intensive level, programmable for 10 minutes
- Dishwasher-safe grease filter
- Delayed shutdown for 5 or 15 minutes
- Double-sided blower system
- Programmable filter saturation timer

Controls

- Front mounted controls

Circulation

- Vented
- Recirculating

Lighting

- Halogen lighting

Accessories and custom options

- Reducing collar for 400 CFM operation

Finish

- Stainless steel
- RAL colors (over 200 options)

Description

Decorative, Yet Powerful
Straight-edged or curved, the island hood collection is so diverse in its design, because we know it may well be a defining object in your kitchen.
And your design choices are not limited to the color of the hood. All hoods with RAL colors indicate your option to receive the hood in any one of up to 200 colors. Please ask your Miele product specialist for further details regarding this tailor-made option.

Specifications

COMPLETE OWNER'S MANUAL (PDF)

DOWNLOAD SPECS GUIDE (PDF)

Warranty

Warranty Details
Miele Inc., a Delaware corporation warrants to the original purchaser of the Miele product, who purchased the appliance from a distributor, dealer, manufacturers representative, or other seller who has been authorized by Miele, that this Miele Product, including any of its original accessories, is free of defects in material and workmanship, subject to the terms and conditions set forth herein. This Limited Warranty covers parts and labor, except as set forth in this Limited Warranty.

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Where Is This Limited Warranty Valid?
This Limited Warranty is only applicable, if the Miele Product was installed in the United States of America ("U.S.") or Puerto Rico by an installer authorized by Miele ("Authorized Miele Installer"), or if the Miele Product is a Miele Marine appliance and was installed on board a vessel before it left the U.S. or Puerto Rico.

What Is Required To Request Warranty Service?
Verification of the purchase date and of the authorized installation shall be required before warranty service is performed.

When Does The Limited Warranty Expire?
Residential Miele Products Used Exclusively For Household/Personal Purposes:

- One (1) Year Limited Warranty: Any warranty claims for residential Miele Products must be received by Miele within one (1) year from the date of purchase.

DOWNLOAD WARRANTY BROCHURE (PDF)

Model List

Product/Model	Finish	Power	Your Price	Add To Cart	View Detail
Miele Hood DA5321DSS	Stainless Steel	Electric	$3,449.00	ADD TO CART	VIEW

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ELITE APPLIANCE

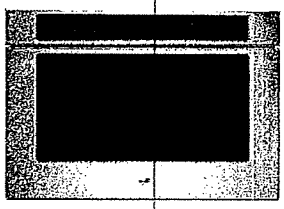
EXCEPTIONAL BRANDS
EXCELLENT PRICES

Like

Jenn-Air JMDFS24GS

24 Inch Microwave Drawer with 1.2 Cu. Ft. Capacity, 950 Watt Power, Sensor Cook, Menu-Driven LCD Display, and Glass Touch Electronic Controls

JENN-AIR



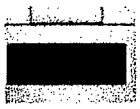
Click on the image to enlarge. This Jenn-Air product is only available for delivery within a 150 mile radius of Dallas, TX.

Model Number:	**JMDFS24GS**
Price:	$1,499.00
CONTACT A SPECIALIST	
FREE SHIPPING	
Finish:	**Stainless Steel**
Power Source:	**Electric**

CHANGE OPTIONS

ADD TO CART

Customers who liked this model also looked at:

Sharp MD2470AS	Sharp KB-6524PS	Viking VMOD5240SS	Monogram ZWL1126SJSS	Sharp SMD2470AH	Jenr JMD2
					
$1,199.99	$949.99	$1,579.00	$1,500.00	$1,299.00	$1,3

Features Description Warranty

Features

Configuration

- Microwave Type: Drawer
- Sensor Cooking: Yes

Dimensions

- Width: 24
- Depth: 26 3/16
- Height: 15

Description

This sleek under counter microwave oven with drawer design gives you added flexibility in your kitchen design. At the touch of a button, the drawer automatically opens and closes. And auto sensor cooking determines the optimal power level and cooking time for exceptional results.

1.2 Cubic Foot Capacity

The interior of this microwave oven accommodates a variety of dishes and cookware sizes.

950-Watt Microwave Element

This luxury under counter microwave offers 950 watts of power, along with exceptional cooking and heat performance.

Sensor Cook

This intuitive sensor streamlines the cooking process by automatically adjusting cooking times and power levels based on the food type, weight.

Warranty

WARRANTY INFORMATION (PDF)

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Red Wine Glass Set
$83.95

System
$349.95

Black Tie Smile Decanter
$254.15

Product Information

Brand: Thermador

Series: Masterpiece Series

Model: T24UW810LS

Appearance

Type: Built In

Size: Compact

Door Color: Stainless Steel

Hinge Side: Left

Field Reversible Doors: No

Glass Door: Yes

Accepts Custom Panels: No

Compact (Category): Yes

Dimensions

Width: 23 7/8 Inch

Depth: 23 7/8 Inch

Height: 34 1/2 Inch

Undercounter: Yes

Bottle Capacity: 41

Features

Temperature Zones: Dual

Temperature Control Type: Digital

Shelves: 6

Technical Details

Amps: 15

Voltage: 115 Volts

GTIN

UPC: 825225921288

ARE YOU A
BUILDER?

Contact us for special pricing & volume discounts

Get Quote

From the Manufacturer

24" Undercounter Wine Reserve with 41-Bottle Capacity
New from Thermador comes an undercounter wine reserve offering enough capacity to store 41 bottles. The wine reserve's 6 full-width wine shelves slide out easily and are UV protected behind the SoftClose glass door. Choose from two temperature zones for the ideal storage of both reds and whites. The upper zone offers a temperature range of 40°F (3°C) to 52°F (10°C), while the lower offers a range of 52°F (11°C) to 64°F (18°C). Touch electronic controls are intuitive and easy to use, and the interior is elegantly illuminated by gentle LED theater lighting. This unit is perfect for the wine enthusiast to both store and display their most cherished items.

Manuals & Guides

Specs Sheet

Specifications Features Rebates Reviews

Features

Full Integration
- Wine reserve is fully flush at 24" depth, and features a concealed venting grille for full integration

Dual Zone Wine Storage
- Upper zone range: 38°F (3°C) to 50°F (10°C)
- Lower zone range: 52°F (11°C) to 65°F (18°C)

LED Theater Lighting
- Illuminates the interior for an elegant display

SoftClose Door
- SoftClose hinges ensure ultra smooth closing of the door

Full-Extension Wine Racks
- Full-extension racks slide out easily and offer a 41-bottle capacity total

UV Resistant Tempered Glass Door
- UV resistant glass reduces the harmful effects of UV lighting on wine

Door Open Alarm

Shop By Category

Cooking Appliances
Cooking Ranges, Microwave Ovens, Cooktops, Wall Ovens, Range Hoods, Coffee Systems, Compact Kitchens, Cooking Product Accessories

Refrigerators
Refrigerators, Freezers, Wine Coolers, Beverage Centers, Humidors, Beer Coolers & Kegerators, Ice Makers, Refrigeration Accessories

Laundry
Washer & Dryer S .aundry Centers, Ironing,

Air Conditioners & Air Quality
Room Air Conditioners, Mini Split Air Conditioners, Portable Air C Air Quality

Need help?
We are here!

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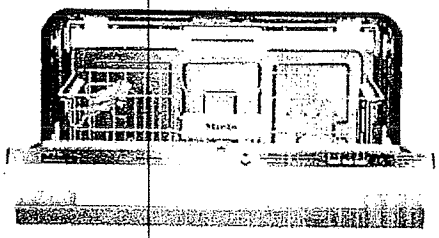
9.1

Home Products Dishwashers Product Selection of dishwashers G 4993 SCVi AM



G 4993 SCVi AM

Fully-integrated, full-size dishwasher with hidden control panel, cutlery tray and custom panel and handle ready

- Energy Star Qualified
- Versatility for all loads – 3D cutlery tray
- Save up to 40 % more electricity – hot water connection
- Very easy door opening and closing – ComfortClose
- Every piece of cutlery fits perfectly – Miele basket design

4.5 (2)

Price: $ 1,999.00*

* Excludes all applicable taxes and delivery charges

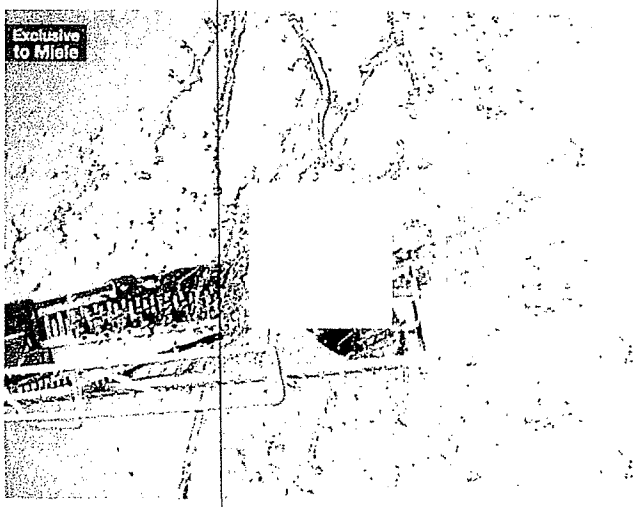
Find a retailer

SAVE $200

SAVE $200 on the Purchase of Select Miele Dishwashers

Learn more

All product benefits at a glance - G 4993 SCVi AM



Patented[1] 3D cutlery tray

The new dimension of cutlery care

Even for bulky utensils: The height, width and depth of the patented cutlery tray can be adjusted.

Find out more about "Patented 3D cutlery tray"

5.1

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⌂ > BACK

36" BUILT-IN FRENCH DOOR REFRIGERATOR/FREEZER WITH INTERNAL DISPENSER - PANEL READY

BI-36UFDID/O

R - 4057

"DID MY KITCHEN JUST GET BIGGER?"

You may like the Sub-Zero 36" French door refrigerator for its bold, stylish look. But it has its practical side too. It makes your kitchen feel more spacious, because only half a door swings out. Nice if you have a galley kitchen, or assorted friends and family members often milling about. Of course since it's a Sub-Zero, it has an even more profound advantage –the most advanced food preservation features in the industry - features developed through almost 70 years of research.

Dual refrigeration provides the ideal humid yet chilly conditions for fresh foods, along with dry, frigid air for frozen and convenience foods. A NASA-inspired air purification system scrubs the air of ethylene gas, bacteria, mold and viruses. And it has new brighter LED lighting for better interior views, and a discreet interior water dispenser with filtration system. Capacity for the BI-36UFDID is a generous 15.7 cu. ft. refrigerator, 5.3 cu. ft. freezer. Bottom line? Fresher, more delicious food for you, your family, your guests. less (javascript://nop/)

MSRP $9,445

ADD TO COLLECTION

REQUEST A DEMO

REQUEST A BROCHURE

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PRODUCT FEATURES

NEW! DISCREET INTERIOR WATER DISPENSER

Provides up to 35 oz. of chilled, filtered water without disturbing the seamless design of your kitchen. An advanced water filtration system significantly reduces contaminants, while preserving water's fresh, clean taste.

PANEL READY DESIGN

Just add your custom cabinetry panels and handles, and it blends into the décor of any room.

DUAL REFRIGERATION KEEPS FOOD FRESHER

This technology pioneered by Sub-Zero features two separate cooling systems. Fresh food stays fresher in the cool, moist air of the refrigerator, while frigid, dry air prevents frost and freezer burn in the freezer – optimum preservation conditions for each type of food.

LOW-TEMPERATURE/HIGH-HUMIDITY STORAGE ZONES

Crispers and deli drawers are strategically located near the evaporator to maintain temperatures a few degrees cooler than the rest of the unit. Drawers are sealed to lock in humidity and ensure freshness.

HELPFUL FRESHNESS CARDS

Different foods require different storage procedures. That's why, inside each refrigerator, you'll find "freshness cards" that provide easy-to-follow tips for ensuring maximum food preservation.

EXCEPTIONAL 24/7 CUSTOMER SUPPORT

Whether you're shopping for appliances or have questions about those you already own, the Sub-Zero and Wolf Customer Care team has a reputation for service that's as exceptional as its products. They're based in Madison, Wisconsin, just footsteps from the factory, and are standing by to provide expert, friendly, problem-solving support.

AUTOMATIC ICE MAKER WITH "MAX ICE" FEATURE

Provides crescent-shaped ice cubes and includes a "max ice" feature capable of increasing ice production by an average of 30 percent for a 24-hour period – just the boost you need for parties and holidays.

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NEW! LED LIGHTING FOR BRIGHTER INTERIOR

See all your fresh foods more clearly and easily. LED lighting is also more energy-efficient – designed to last the life of your refrigerator.

OVER-AND-UNDER REFRIGERATOR/FREEZER STORAGE

Built-in over-and-under units feature easy-access refrigerator storage above a full-extension, roll-out freezer drawer containing two-tier wire baskets.

AIR PURIFICATION SYSTEM FIGHTS SPOILAGE, ODORS

Many fresh foods emit ethylene gas, a natural compound that hastens spoilage. Sub-Zero's built-in refrigerators come with an anti-microbial air purification system (based on technology developed by NASA) that scrubs the air of ethylene, as well as mold, viruses and bacteria, every 20 minutes.

MICROPROCESSOR CONTROL GUARANTEES PEAK PERFORMANCE

The state-of-the-art microprocessor preserves your food by adjusting to your individual climate and schedule. It continuously monitors each section of your Sub-Zero for pinpoint climate control, so foods are kept at their ideal temperature, varying by only one degree of your set point. Also lets you finesse your lighting and cooling fan, tells you if your door is ajar, and defrosts when it's most convenient for you.

RIGOROUSLY TESTED TO ENSURE DEPENDABILITY

Every component of every single Sub-Zero unit is tested in its U.S. manufacturing facilities before assembly, then every completed product is factory-tested for up to 24 hours before shipping. In its labs, components are subjected to electric jolts, violent vibrations and 350° temperature swings, and tested to stand up to at least 20 years of heavy use.

MAGNETIC DOOR SEAL SYSTEM LOCKS IN COLD AIR

One-piece construction, extra-heavy insulation and magnetic gaskets around every door lock in cold air. Seals are so secure that even after power outages of multiple days, owners report no thawing of their frozen foods!

ADJUSTABLE SHELVES FOR MAXIMUM CONVENIENCE

Food comes in all shapes and sizes, and the interior design of Sub-Zero refrigerators and freezers accommodates that diversity. Main shelves, door shelves, even dividers in drawers adjust to allow the most convenient configuration possible.

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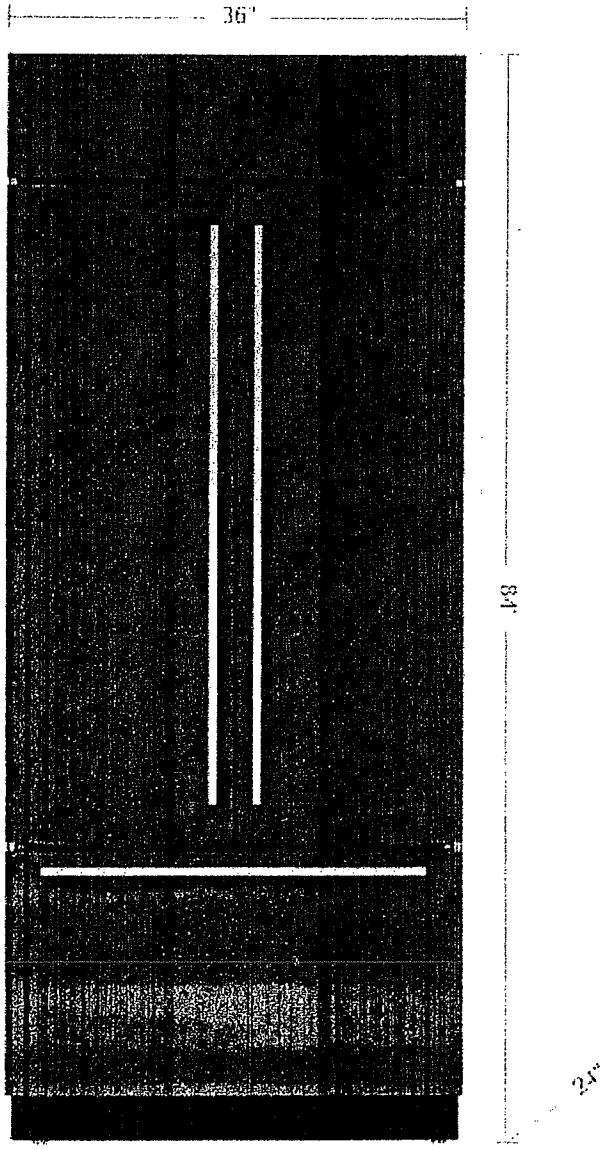
SPECIFICATIONS AND DOWNLOADS



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6.1

SUB-ZERO

⌂ > BACK

24" UNDERCOUNTER WINE STORAGE - PANEL READY

UW-24/O

WINE PRESERVATION FOR ANY ROOM

Dining room, study, master suite. Think of all the places in your home where you might enjoy a sip of Chablis or Cabernet. At just 24" wide, Sub-Zero undercounter wine preservation fits in anywhere. And has advanced features to defeat the four enemies of wine – heat, light, humidity and vibration – and ensure that you'll get the best from every glass, with every bit of character and flavor that the vintner intended.

The UW-24/O has two individually controlled storage zones, so you can store and serve both reds and whites at the proper temperature. Racks glide smoothly in and out, providing access without agitating wine. UV-resistant, bronze-tinted glass prevents light exposure. Dual evaporators maintain constant, moderate humidity. And bright LED lighting makes it easy to find the right bottle. With six racks and a 46-bottle capacity, the UW-24/O is the ideal compact preservation for any wine lover. less (javascript://nop/)

MSRP $3,385

ADD TO COLLECTION

REQUEST A DEMO

REQUEST A BROCHURE

PRODUCT FEATURES

PANEL READY

Just add your custom cabinetry panels and handles, and it blends into the décor of any room.

DUAL EVAPORATORS CONTROL HUMIDITY

Constant, moderate humidity means no dry corks or wet, peeling labels – and no oxidation robbing wine of its proper flavor.

UV-RESISTANT GLASS PREVENTS LIGHT EXPOSURE

UV-resistant, dark-tinted glass and new cocoa black back wall shield wine from the harmful rays that can cause premature aging and even unpleasant odors.

BRIGHTER LED LIGHTING

Interior lighting is energy-efficient and makes it easy to find the bottle you want. Also has a display light – just switch it on, and your wine becomes a decorative element in the room.

STAR-K COMPLIANT

Sabbath mode includes the ability to disable all lights and other electrical activity from occurring when the door is opened.

EXCEPTIONAL 24/7 CUSTOMER SUPPORT

Whether you're shopping for appliances or have questions about those you already own, the Sub-Zero and Wolf Customer Care team has a reputation for service that's as exceptional as its products. They're based in Madison, Wisconsin, just footsteps from the factory, and are standing by to provide expert, friendly, problem-solving support.

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INDEPENDENT STORAGE ZONES CONTROL TEMPERATURE

Two independent storage zones maintain wine's temperature within 1° of set point, holding wines at precisely the storage and serving temperature you prefer.

ROLLER-GLIDE SHELVES MINIMIZE VIBRATION

Textured shelves cradle bottles safely, glide smoothly in and out to provide access without agitating wine.

INTUITIVE CONTROL

Intuitive control panel is easy to read, easy to use and allows you to keep temperatures within one degree of set point.

INVENTORY TILE SYSTEM

Organize your wine collection with these metal tiles, bearing the names of merlot, cabernet and six other popular wines.

RIGOROUSLY TESTED TO ENSURE DEPENDABILITY

Every component of every single Sub-Zero unit is tested in its U.S. manufacturing facilities before assembly, then every completed product is factory-tested for up to 24 hours before shipping. In its labs, components are subjected to electric jolts, violent vibrations and 350° temperature swings, and tested to stand up to at least 20 years of heavy use.

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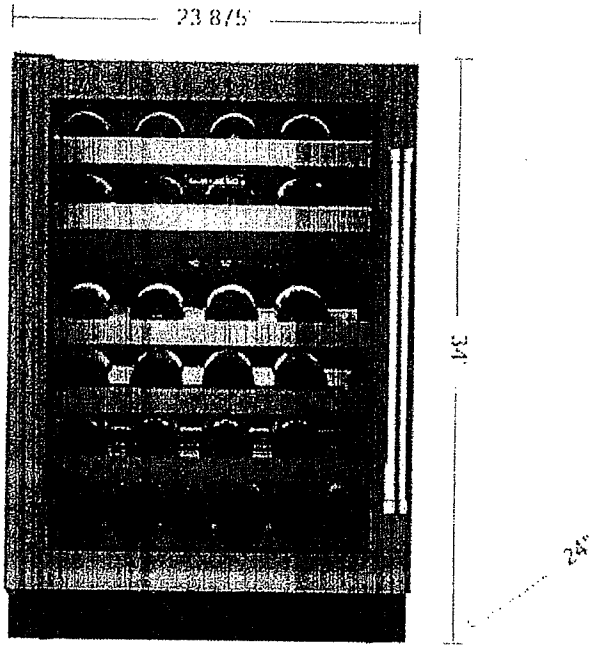
SPECIFICATIONS AND DOWNLOADS



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CCD #10	SI 58R1 - Level 09 HVAC Revisions							
Subcontractor		18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct
PRECISION WALLS			$2,507.00		$2,364.00			
LCCM								
BMCC								
WATSON					$ 637.10			
PASCO								
MERIT								
1ST CHOICE								
TATE								
TRIMARK								
SUB TOTAL		$ -	$2,507.00	$ -	$3,001.10	$ -	$ -	$ -
BBC		$ -	$ 300.00	$ 700.00	$1,978.00	$1,199.00	$ 956.00	
MARKUP		$ -	$ 168.42	$ 42.00	$ 298.75	$ 71.94	$ 57.36	$ -
TOTAL		$ -	$2,975.42	$ 742.00	$5,277.85	$1,270.94	$1,013.36	$ -

9 HVAC

TOTAL CCD $ 11,279.57

	Description of Service
Alec Dooley	Administration of Change Orders and Billings.
Nick Starcevic	Submittals, Field Coordination, and Administation of Change Orders and Billings

ELECTRONICALLY FILED - 2023 May 12 8:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Company 50540 BALFOUR BEATTY CONSTR, LLC-RTD
Job Number 13026410 MARION SQ-CCD10 S158R1

Owner 2859853 LIBRARY ASSOCIATES, LLC(BENNET

1 GENERAL CONDITIONS

Cost Type	Cost Code	Description	Original Budget	Budget Transfers	Executed Change Orders	Revised Budget	% Budget Complete	Total Commitments	Cost This Period	Cost to Date	Cost to Complete	Cost at Completion	Savings or (Loss)	Amount Change	True % Complete
42010	10100050	LABOR - HOURLY PAYROLL	0	0	0	0	0	0	0	60	0	60	(60)	0	100%
42015	11900600	BURDEN - FIELD T&I	0	0	0	0	0	0	0	28	0	28	(28)	0	100%
42010	11910000	LABOR-SALARY	0	0	0	0	0	0	92	2,811	0	2,811	(2,811)	(92)	100%
42015	11910250	BURDEN - MISC PAYROLL	0	0	0	0	0	0	1	43	0	43	(43)	(1)	100%
42020	11910300	ALLOWANCE - COLA	0	0	0	0	0	0	0	74	0	74	(74)	0	100%
42020	11910400	ALLOWANCE - PER DIEM	0	0	0	0	0	0	0	79	0	79	(79)	0	100%
42015	11910600	BURDEN - SALARIED T&I	0	0	0	0	0	0	60	1,827	0	1,827	(1,827)	(60)	100%
42020	11914510	ALLOWANCE - AUTO ALLOW	0	0	0	0	0	0	9	211	0	211	(211)	(9)	100%
1	GENERAL CONDITIONS		0	0	0	0	0	0	163	5,133	0	5,133	(5,133)	(163)	100%
13026410	MARION SQ-CCD10 S158R1	Total:	0	0	0	0	0	0	163	5,133	0	5,133	(5,133)	(163)	100%

BBC Labor CCD 010 Cost to Date - $5,133.00
Costs Previously Billed Thru Pay App 041 - $4,177.00
Cost to be Billed OCO 18 (Pay App 042) - $956.00

ELECTRONICALLY FILED - 2023 May 12 8:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CCD #11	DRAIN PAN ALARMS							
Subcontractor		18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct
PRECISION WALLS								
LCCM								
BMCC								
WATSON								
PASCO								
MERIT								
1ST CHOICE								
TATE								
TRIMARK								
SUB TOTAL		$ -	$ -	$ -	$ -	$ -	$ -	$ -
BBC		$ -	$ 79.00	$ 165.00	$ 617.00	$ 81.00	$ 229.00	
MARKUP		$ -	$ 4.74	$ 9.90	$ 37.02	$ 4.86	$ 13.74	$ -
TOTAL		$ -	$ 83.74	$ 174.90	$ 654.02	$ 85.86	$ 242.74	$ -

TOTAL CCD #######

	Description of Service
Alec Dooley	Administration of Change Orders and Billings.

ELECTRONICALLY FILED - 2023 May 12 8:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Company 50540 BALFOUR BEATTY CONSTR, LLC-RTD
Job Number 13026411 MARION SQ-CCD11 DRAIN PAN ALAR
Owner 2859853 LIBRARY ASSOCIATES, LLC(BENNET

1 GENERAL CONDITIONS

Cost Type	Cost Code	Description	Original Budget	Budget Transfers	Executed Change Orders	Revised Budget	% Budget Complete	Total Commitments	Cost This Period	Cost to Date	Cost to Complete	Cost at Completion	Savings or (Loss)	Amount Change	True % Complete
42010	11910000	LABOR-SALARY	0	0	0	0	0	0	0	661	0	661	(661)	0	100%
42015	11910250	BURDEN - MISC PAYROLL	0	0	0	0	0	0	0	8	0	8	(8)	0	100%
42020	11910300	ALLOWANCE - COLA	0	0	0	0	0	0	0	13	0	13	(13)	0	100%
42015	11910600	BURDEN - SALARIED T&I	0	0	0	0	0	0	0	430	0	430	(430)	0	100%
42020	11914510	ALLOWANCE - AUTO ALLOW	0	0	0	0	0	0	0	59	0	59	(59)	0	100%
1	GENERAL CONDITIONS		0	0	0	0	0	0	0	1,171	0	1,171	(1,171)	0	100%
13026411	MARION SQ-CCD11 DRAIN PAN ALAR	Total:	0	0	0	0	0	0	0	1,171	0	1,171	(1,171)	0	100%

BBC Labor CCD 011 Cost to Date - $1,171.00
Costs Previously Billed Thru Pay App 041 - $942.00
Cost to be Billed OCO 18 (Pay App 042) - $229.00

R - 4069

ELECTRONICALLY FILED - 2023 May 12 8:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CCD #12	AC FOR LIGHTING STORAGE ROOM							
Subcontractor		18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct
PRECISION WALLS								
LCCM								
BMCC								
WATSON								
PASCO								
MERIT								
1ST CHOICE								
TATE								
TRIMARK								
SUB TOTAL		$ -	$ -	$ -	$ -	$ -	$ -	$ -
BBC		$ -				$ 81.00	$ 239.00	
MARKUP		$ -	$ -	$ -	$ -	$ 4.86	$ 14.34	$ -
TOTAL		$ -	$ -	$ -	$ -	$ 85.86	$ 253.34	$ -

TOTAL CCD $ 339.20

	Description of Service
Alec Dooley	Administration of Change Orders and Billings.
Nick Starcevic	Field Review, and Administation of Change Orders and Billings

ELECTRONICALLY FILED - 2023 May 12 8:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Company 50540 BALFOUR BEATTY CONSTR, LLC-RTD
Job Number 13026412 MARION SQ-CCD12 AC FOR LIGHTIN
Owner 2859853 LIBRARY ASSOCIATES, LLC(BENNET

1 GENERAL CONDITIONS

Cost Type	Cost Code	Description	Original Budget	Budget Transfers	Executed Change Orders	Revised Budget	% Budget Complete	Total Commitments	Cost This Period	Cost to Date	Cost to Complete	Cost at Completion	Savings or (Loss)	Amount Change	True % Complete
42010	11910000	LABOR-SALARY	0	0	0	0	0	0	0	179	0	179	(179)	0	100%
42015	11910250	BURDEN - MISC PAYROLL	0	0	0	0	0	0	0	3	0	3	(3)	0	100%
42020	11910300	ALLOWANCE - COLA	0	0	0	0	0	0	0	4	0	4	(4)	0	100%
42015	11910600	BURDEN - SALARIED T&I	0	0	0	0	0	0	0	117	0	117	(117)	0	100%
42020	11914510	ALLOWANCE - AUTO ALLOW	0	0	0	0	0	0	0	17	0	17	(17)	0	100%
1	GENERAL CONDITIONS		0	0	0	0	0	0	0	320	0	320	(320)	0	100%
13026412	MARION SQ-CCD12 AC FOR LIGHTIN	Total:	0	0	0	0	0	0	0	320	0	320	(320)	0	100%

BBC Labor CCD 012 Cost to Date - $320.00
Costs Previously Billed Thru Pay App 041 - $81.00
Cost to be Billed OCO 18 (Pay App 042) - $239.00

R - 4071

ELECTRONICALLY FILED - 2023 May 12 8:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CCD #13	SHIFT KITCHEN TABLES OVER FLOOR SINKS							
Subcontractor		18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct
PRECISION WALLS								
LCCM								
BMCC								
WATSON								
PASCO								
MERIT								
1ST CHOICE								
TATE								
TRIMARK								
SUB TOTAL		$ -	$ -	$ -	$ -	$ -	$ -	$ -
BBC		$ -		$ 557.00	$ 315.00			
MARKUP		$ -	$ -	$ 33.42	$ 18.90	$ -	$ -	$ -
TOTAL		$ -	$ -	$ 590.42	$ 333.90	$ -	$ -	$ -

TOTAL CCD $ 924.32

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CCD #14	PATISSERIE COLUMN DETAIL							
Subcontractor		18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct
PRECISION WALLS								
LCCM								
BMCC								
WATSON								
PASCO								
MERIT								
1ST CHOICE								
TATE								
TRIMARK								
SUB TOTAL		$ -	$ -	$ -	$ -	$ -	$ -	$ -
BBC		$ -	$ 298.00	$ 216.00	$ 886.00	$ 147.00		
MARKUP		$ -	$ 17.88	$ 12.96	$ 53.16	$ 8.82	$ -	$ -
TOTAL		$ -	$ 315.88	$ 228.96	$ 939.16	$ 155.82	$ -	$ -

TOTAL CCD $ 1,639.82

	Description of Service
Nick Starcevic	Field Review and Contract Adminstration

ELECTRONICALLY FILED - 2023 May 12 8:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Company 50540 BALFOUR BEATTY CONSTR, LLC-RTD
Job Number 13026414 MARION SQ-CCD14 PATTISSERIE CO

Owner 2859853 LIBRARY ASSOCIATES, LLC(BENNET

1 GENERAL CONDITIONS

Cost Type	Cost Code	Description	Original Budget	Budget Transfers	Executed Change Orders	Revised Budget	% Budget Complete	Total Commitments	Cost This Period	Cost to Date	Cost to Complete	Cost at Completion	Savings or (Loss)	Amount Change	True % Complete
42010	10100050	LABOR - HOURLY PAYROLL	0	0	0	0	0	0	0	160	0	160	(160)	0	100%
42035	10199900	MISC. GENERAL CONDITIONS - GCs	0	0	0	0	0	0	0	65	0	65	(65)	0	100%
42015	11900600	BURDEN - FIELD T&I	0	0	0	0	0	0	0	75	0	75	(75)	0	100%
42010	11910000	LABOR-SALARY	0	0	0	0	0	0	0	718	0	718	(718)	0	100%
42015	11910250	BURDEN - MISC PAYROLL	0	0	0	0	0	0	0	7	0	7	(7)	0	100%
42015	11910600	BURDEN - SALARIED T&I	0	0	0	0	0	0	0	467	0	467	(467)	0	100%
42020	11914510	ALLOWANCE - AUTO ALLOW	0	0	0	0	0	0	0	56	0	56	(56)	0	100%
1	GENERAL CONDITIONS		0	0	0	0	0	0	0	1,547	0	1,547	(1,547)	0	100%
13026414	MARION SQ-CCD14 PATTISSERIE CO	Total:	0	0	0	0	0	0	0	1,547	0	1,547	(1,547)	0	100%

BBC Labor CCD 014 Cost to Date - $1,547.00
Costs Previously Billed Thru Pay App 041 - $1,400.00
Cost to be Billed OCO 18 (Pay App 042) - $147.00

R - 4074

ELECTRONICALLY FILED - 2023 May 12 8:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

The Hotel at Marion Square

CCD 015 Tracking Matrix

Balfour Beatty Construction
9/24/2018

CCD #15	SHIFT LUGGAGE ROOM DOOR							
Subcontractor		18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct
PRECISION WALLS								
LCCM								
BMCC								
WATSON								
PASCO								
MERIT								
1ST CHOICE								
TATE								
TRIMARK								
SUB TOTAL		$ -	$ -	$ -	$ -	$ -	$ -	$ -
BBC		$ -				$ 152.00		
MARKUP		$ -	$ -	$ -	$ -	$ 9.12	$ -	$ -
TOTAL		$ -	$ -	$ -	$ -	$ 161.12	$ -	$ -

TOTAL CCD $ 161.12

ELECTRONICALLY FILED - 2023 May 12 8:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CCD #16	BAR EQUIPMENT							
Subcontractor		18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct
PRECISION WALLS								
LCCM								
BMCC								
WATSON								
PASCO								
MERIT								
1ST CHOICE								
TATE								
TRIMARK					$ 16,255.05			
SUB TOTAL		$ -	$ -	$ -	$ 16,255.05	$ -	$ -	$ -
BBC		$ -	$ 593.00	$ 727.00	$ 592.00	$ 400.00	$1,007.00	
MARKUP		$ -	$ 35.58	$ 43.62	$ 1,010.82	$ 24.00	$ 60.42	$ -
TOTAL		$ -	$ 628.58	$ 770.62	$ 17,857.87	$ 424.00	$1,067.42	$ -

TOTAL CCD $ 20,748.49

	Description of Service
Alec Dooley	Administration of Change Orders and Billings, Field Coordination
Nick Starcevic	Submittals, Field Coordination, and Administation of Change Orders and Billings
AJ Wertzberger	Field Coordination

ELECTRONICALLY FILED - 2023 May 12 8:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Company 50540 BALFOUR BEATTY CONSTR, LLC-RTD
Job Number 13026416 MARION SQ-CCD16 BAR EQMT ADD

Owner 2859853 LIBRARY ASSOCIATES, LLC(BENNET

1 GENERAL CONDITIONS

Cost Type	Cost Code	Description	Original Budget	Budget Transfers	Executed Change Orders	Revised Budget	% Budget Complete	Total Commitments	Cost This Period	Cost to Date	Cost to Complete	Cost at Completion	Savings or (Loss)	Amount Change	True % Complete
42010	11910000	LABOR-SALARY	0	0	0	0	0	0	235	1,882	0	1,882	(1,882)	(235)	100%
42015	11910250	BURDEN - MISC PAYROLL	0	0	0	0	0	0	0	23	0	23	(23)	0	100%
42020	11910300	ALLOWANCE - COLA	0	0	0	0	0	0	0	69	0	69	(69)	0	100%
42015	11910600	BURDEN - SALARIED T&I	0	0	0	0	0	0	153	1,223	0	1,223	(1,223)	(153)	100%
42020	11914510	ALLOWANCE - AUTO ALLOW	0	0	0	0	0	0	0	122	0	122	(122)	0	100%
1	GENERAL CONDITIONS		0	0	0	0	0	0	387	3,319	0	3,319	(3,319)	(387)	100%
13026416	MARION SQ-CCD16 BAR EQMT ADD	Total:	0	0	0	0	0	0	387	3,319	0	3,319	(3,319)	(387)	100%

BBC Labor CCD 016 Cost to Date - $3,319.00
Costs Previously Billed Thru Pay App 041 - $2,312.00
Cost to be Billed OCO 18 (Pay App 042) - $1,007.00

R - 4077

ELECTRONICALLY FILED - 2023 May 12 8:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CCD #17	PIU 2-3 ACCESS PANELS							
Subcontractor		18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct
PRECISION WALLS				$2,235.00				
LCCM								
BMCC								
WATSON								
PASCO								
MERIT								
1ST CHOICE								
TATE								
TRIMARK								
SUB TOTAL		$ -	$ -	$2,235.00	$ -	$ -	$ -	$ -
BBC		$ -		$ 142.00	$ 536.00			
MARKUP		$ -	$ -	$ 142.62	$ 32.16	$ -	$ -	$ -
TOTAL		$ -	$ -	$2,519.62	$ 568.16	$ -	$ -	$ -

TOTAL CCD $ 3,087.78

ELECTRONICALLY FILED - 2023 May 12 8:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CCD #18	ROOFTOP BAR T STAT LOCATION							
Subcontractor		18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct
PRECISION WALLS								
LCCM								
BMCC								
WATSON								
PASCO								
MERIT								
1ST CHOICE								
TATE								
TRIMARK								
SUB TOTAL		$ -	$ -	$ -	$ -	$ -	$ -	$ -
BBC		$ -						
MARKUP		$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL		$ -	$ -	$ -	$ -	$ -	$ -	$ -

TOTAL CCD $ -

ELECTRONICALLY FILED - 2023 May 12 8:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CCD #19	SHIFT FIRE ALARM 200V							
Subcontractor		18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct
PRECISION WALLS								
LCCM								
BMCC								
WATSON								
PASCO								
MERIT								
1ST CHOICE								
TATE								
TRIMARK								
TOTAL								
BBC					$ 458.00	$ 305.00		
MARKUP					$ 27.48	$ 18.30		
TOTAL MONTH	$ -	$ -	$ -	$ -	$ 485.48	$ 323.30	$ -	$ -

TOTAL CCD $ 808.78

	Description of Service
Tim Spano	Field Coordination / AHJ Review
Nick Starcevic	Field Review with Subcontractor

ELECTRONICALLY FILED - 2023 May 12 8:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Company 50540 BALFOUR BEATTY CONSTR, LLC-RTD
Job Number 13026419 MARION SQ-CCD19 SHIFT FA 200V
Owner 2859853 LIBRARY ASSOCIATES, LLC(BENNET

Cost Code Type

Cost Type	Description		Original Budget	Budget Transfers	Executed Change Orders	Revised Budget	% Budget Complete	Total Commitments	Cost This Period	Cost to Date	Cost to Complete	Cost at Completion	Savings or (Loss)	Amount Change	True % Complete
42010	LABOR		0	0	0	0	0	0	0	438	0	438	(438)	0	100%
42015	BURDEN		0	0	0	0	0	0	0	289	0	289	(289)	0	100%
42020	BURDENABLE ALLOWANCES		0	0	0	0	0	0	0	36	0	36	(36)	0	100%
13026419	MARION SQ-CCD19 SHIFT FA 200V	Total:	0	0	0	0	0	0	0	763	0	763	(763)	0	100%

Cost Code Group

Cat Codes	Description		Original Budget	Budget Transfers	Executed Change Orders	Revised Budget	% Budget Complete	Total Commitments	Cost This Period	Cost to Date	Cost to Complete	Cost at Completion	Savings or (Loss)	Amount Change	True % Complete
1 191	SALARY PAYROLL		0	0	0	0	0	0	0	763	0	763	(763)	0	100%
13026419	MARION SQ-CCD19 SHIFT FA 200V	Total:	0	0	0	0	0	0	0	763	0	763	(763)	0	100%

BBC Labor CCD 019 Cost to Date - $763.00
Costs Previously Billed Thru Pay App 041 - $458.00
Cost to be Billed OCO 18 (Pay App 042) - $305.00

R - 4081

ELECTRONICALLY FILED - 2023 May 12 8:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CCD #21	Ice Maker Chilled Water Feeds							
Subcontractor		18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct
PRECISION WALLS								
LCCM								
BMCC								
WATSON								
PASCO								
MERIT								
1ST CHOICE								
TATE								
TRIMARK								
TOTAL								
BBC					$ 647.00			
MARKUP					$ 38.82	$ -	$ -	$ -
Total					$ 685.82	$ -	$ -	$ -

TOTAL CCD $ 685.82

ELECTRONICALLY FILED - 2023 May 12 8:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CCD #22	Relocate Patisserie Back Counter Shelf							
Subcontractor		18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct
PRECISION WALLS						$ 380.00		
LCCM						$4,103.00		
BMCC								
WATSON								
PASCO								
MERIT								
1ST CHOICE								
TATE								
TRIMARK								
TOTAL						$4,483.00		
BBC						$ -		
MARKUP					$ -	$ 268.98	$ -	$ -
Total					$ -	$4,751.98	$ -	$ -

TOTAL CCD $ 4,751.98

ELECTRONICALLY FILED - 2023 May 12 8:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

The Hotel at Marion Square

CCD 024 Tracking Matrix

Balfour Beatty Construction
9/24/2018

CCD #[redacted]	~~Relocate Patisserie Back Counter Shelf~~							
Subcontractor		18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct
PRECISION WALLS								
LCCM								
BMCC								
WATSON								
PASCO								
MERIT						$1,285.47		
1ST CHOICE								
TATE								
TRIMARK								
TOTAL						$1,285.47		
BBC						$ -		
MARKUP					$ -	$ 77.13	$ -	$ -
Total					$ -	$1,362.60	$ -	$ -

TOTAL CCD $ 1,362.60

R - 4084

ELECTRONICALLY FILED - 2023 May 12 8:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

QUANTUM COATINGS

Change Order Request

Date: 9/19/2018

Request # **110**

Attention: Balfour Beatty- Alec Dooley/ Nick Starcevic

Project Name: **Marion Hotel**

From: Scott McCormack

RE: **CCD 24**

		Foreman		Journeyman		Material		Line Item Total
Date	Description	**Units**	**Unit Costs**	**Units**	**Unit Costs**	**Units**	**Unit Costs**	
9/7/2018	2nd Floor Paint Drywall Repairs Around Lights & Ballroom Ceilings	16	$45.00		$40.00			$720.00
			$45.00		$40.00			$0.00
			$45.00		$40.00			$0.00
			$45.00		$40.00			$0.00
			$45.00		$40.00			$0.00
								$0.00
								$0.00
								$0.00
								$0.00
	Subtotals	16	$720.00	0.0	$0.00		$0.00	$720.00

Overtime Required	**$360.00**

Sales Tax	9.0%	$0.00
Subtotal		**$1,080.00**
O&P	**15%**	**$ 162.00**
P&P Bond	**3.5%**	**$ 43.47**

TOTAL LABOR and MATERIAL	**$1,285.47**

R - 4085

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QUANTUM COATINGS

EXTRA WORK ORDER

CUSTOMER'S ORDER NO.	OUR JOB #	DATE
		9-7-18
JOB NAME	LOCATION	PHONE
Bennett Marion	2nd 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 24
Paint drywall repairs around lights at ballroom ceilings.

2 painters 8 hrs.

16 hrs.

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

SIGNATURE [signature] DATE 9-7-18

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Owner Change Order

Owner	X
Architect	X
Contractor	X
Field	
Other	

Project:
Hotel at Marion Square

Change Order Number: 019

Change Order Date: 10/19/2018

To Contractor: (*Name and address*):
Balfour Beatty Construction, LLC
306 Meeting Street, Ste. 300

Charleston, SC 29401

Architect's Project No: Owner Agreement
Contract Date:

The Contract is changed as follows:

Work performed on Construction Change Directive's to be billed in OCO 019.

Construction Change Directive 002 - Blackout windows	$172.79
Construction Change Directive 006 – Stair 4	$6,301.70
Construction Change Directive 007 – Dining Outlets	$517.28
Construction Change Directive 008 – Manager's Apartment	$603.12
Construction Change Directive 009 – 1st Floor Casework	$1,310.46
Construction Change Directive 010 – SI58R1	$603.14
Construction Change Directive 014 – Patisserie Column Detail	$155.82
Construction Change Directive 022 - Patisserie Back Counter Shelf	$6,662.58
Construction Change Directive 024 – Ballroom Can Lights	$2,011.92
Construction Change Directive 025 – FCU Relocation in Electrical Room	$495.02
Construction Change Directive 027 – Garage Ramp Ceiling	$431.42
Construction Change Directive 028 – Support for DAS System	$517.28
Construction Change Directive 030 – Kitchen Lights Additions	$7,095.69
Construction Change Directive 033 – Rooftop Lobby Bar Revised Millwork	$1,347.26
Construction Change Directive 036 – Shutter Revisions	$1,034.56
Subtotal	$27,603.82
Markups	$1,656.22
Owner Change Order 019R1 Total	$29,260.04

The original Contract Sum was	$59,344,747.00
Net change by previously authorized Change Orders	$5,550,634.83
The Contract Sum prior to this Change Order was	$64,895,381.83
The Contract Sum will be increased by this Change Order in the amount of	$29,260.04
The new Contract Sum including this Change Order will be	$64,924,641.87
The Contract Time will be increased / decreased	Not Included

The date of Substantial Completion as of the date of this Change Order therefore is 8/19/2017*

***NOTE:** This Change Order addresses those requests for costs and/or time associated with the Construction Change Directive and Request for Change (RCO) referenced above which are undisputed: however, this change order does not resolve related requests for costs and/or time which remain in dispute, and those requests are strictly reserved.

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

ARCHITECT *(Firm name)*	CONTRACTOR *(Firm name)*	OWNER *(Firm name)*
Winford Lindsay Architect	**Balfour Beatty Construction, LLC**	**Library Associates, LLC**
344 West Pike Street	1930 Camden Road Suite 280	17 Lockwood Drive
Lawrenceville, GA 30046	Charlotte, NC 28203	Charleston, SC 29401
ADDRESS	**ADDRESS**	**ADDRESS**
BY *(Signature)*	**BY** *(Signature)*	**BY** *(Signature)*
(Typed name) Jennifer Faulkinberry	*(Typed name)* David Simonton	*(Typed name)* Kim Brown
DATE 11·8·18	**DATE** 10/26/2018	**DATE** 11·23·2018

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The Hotel at Marion Square
Construction Change Directive Tracker
October 31, 2018

Table _ ...mary

_ ...ur Beatty Construction

10/26/2018

CCD#		Description	Current Total	April Total (OCO 11)	May Total (OCO 13)	June Total (OCO 14)	July Total (OCO 15)	Aug Total (OCO 17)	Sept Total (OCO 18)	Oct Total (OCO 19)
1		VOID								
2		Blackout Windows	$ 47,287.41	$ 73.14	$ 17,458.20	$ 17,973.36	$ 4,335.40	$ 2,772.96	$ 4,501.56	$ 172.79
3		Custom Color Sprinkler Heads	$ 1,535.94	$ 145.22	$ 83.74	$ 167.48	$ 454.74	$ 171.72	$ 513.04	$ -
4		SI 61R1 Boardroom TV	$ 5,169.66	$ 2,495.24	$ 1,666.32	$ 780.20	$ 227.90	$ -	$ -	$ -
5		Cut Outs in Wall Above Ceilings for Plenum	$ 3,031.60	$ 2,947.86	$ 83.74	$ -	$ -	$ -	$ -	$ -
6		Stair 4	$ 68,688.64	$ 5,911.62	$ 5,546.98	$ 6,802.72	$ 18,029.43	$ 17,957.46	$ 8,138.73	$ 6,301.70
7		Dining Outlets	$ 17,094.94	$ 73.14	$ 1,106.64	$ 7,200.72	$ 4,046.20	$ 2,504.78	$ 1,646.18	$ 517.28
8		Manager's Apartment	$ 74,601.12	$ -	$ 5,781.24	$ 21,161.72	$ 15,450.07	$ (7,971.20)	$ 39,576.16	$ 603.12
9		1st Floor Casework	$ 43,822.14	$ -	$ 251.22	$ 894.64	$ 1,416.16	$ 33,890.32	$ 6,059.34	$ 1,310.46
10		SI 58R1	$ 11,882.71	$ -	$ 2,975.42	$ 742.00	$ 5,277.85	$ 1,270.94	$ 1,013.36	$ 603.14
11		Drain Pan Alarms	$ 1,241.26	$ -	$ 83.74	$ 174.90	$ 654.02	$ 85.86	$ 242.74	$ -
12		AC for Lighting Storage Room	$ 339.20	$ -	$ -	$ -	$ -	$ 85.86	$ 253.34	$ -
13		Shift Kitchen Tables Over Floor Sinks	$ 924.32	$ -	$ -	$ 590.42	$ 333.90	$ -	$ -	$ -
14		Pattisserie Column Detail	$ 1,639.82	$ -	$ 315.88	$ 228.96	$ 939.16	$ -	$ -	$ 155.82
15		Shift Luggage Room Door	$ 161.12	$ -	$ -	$ -	$ -	$ 161.12	$ -	$ -
16		Bar Equipment Additions	$ 20,748.49	$ -	$ 628.58	$ 770.62	$ 17,857.87	$ 424.00	$ 1,067.42	$ -
17		PIU 2-3 Access Panels	$ 3,087.78	$ -	$ -	$ 2,519.62	$ 568.16	$ -	$ -	$ -
18		Rooftop Bar T-Stat Relocation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
19		Shift Fire Alarm Horn Strobe	$ 485.48	$ -	$ -	$ -	$ 485.48	$ -	$ -	$ -
20		Low Voltage Additions (Coordination Only)	$ -	$ -	$ -	$ -	$ -	$ -		
21		Ice Maker Chilled Water Feed	$ 685.82	$ -	$ -	$ -	$ 685.82	$ -	$ -	$ -
22		Patisserie Back Counter Shelf	$ 11,414.56	$ -	$ -	$ -	$ -	$ 4,751.98	$ -	$ 6,662.58
23		Fireman's Phone Jacks	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
24		Ballroom Can Lights	$ 3,374.52	$ -	$ -	$ -	$ -	$ -	$ 1,362.60	$ 2,011.92
25		FCU Relocation in Electrical Room	$ 495.02	$ -	$ -	$ -	$ -	$ -	$ -	$ 495.02
26		Telkonet Thermostat Changes	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
27		Garage Ramp Ceiling	$ 431.42	$ -	$ -	$ -	$ -	$ -	$ -	$ 431.42
28		Support for DAS System	$ 517.28	$ -	$ -	$ -	$ -	$ -	$ -	$ 517.28
29		Concierge Lounge Food Prep	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
30		Kitchen Lighting Additions	$ 7,095.69	$ -	$ -	$ -	$ -	$ -	$ -	$ 7,095.69
31		Transfromer & Service Yard Screen Wall	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
32		DC-19 Fixture	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
33		Rooftop Lobby Bar Revised Millwork	$ 1,347.26	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,347.26
34		Grilles	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
35		Plynth	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
36		Shutter Revisions	$ 1,034.56	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,034.56
37		Tub Fixtures	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
38		Cobbles_Irrigation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
39		Wine Room	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
40		Doors to Attic Space	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
			$ -	$ -	$ -	$ -	$ -	$ -	$ -	
		Totals (Including OHP)	$ 313,841.99	$ 11,646.22	$ 35,981.70	$ 60,007.36	$ 70,762.17	$ 56,105.80	$ 64,374.46	$ 29,260.04

CCD#		BBC TOTALS	Current Total	April Total (OCO 11)	May Total (OCO 13)	June Total (OCO 14)	July Total (OCO 15)	Aug Total (OCO 17)	Sept Total (OCO 18)	Oct Total (OCO 19)
1		VOID								
2		Blackout Windows	$ 3,525.01	$ 69.00	$ 664.00	$ 922.00	$ 555.00	$ 214.00	$ 938.00	$ 163.01
3		Custom Color Sprinkler Heads	$ 1,449.00	$ 137.00	$ 79.00	$ 158.00	$ 429.00	$ 162.00	$ 484.00	$ -
4		SI 61R1 Boardroom TV	$ 988.00	$ 380.00	$ 319.00	$ 74.00	$ 215.00	$ -	$ -	$ -
5		Cut Outs in Wall Above Ceilings for Plenum	$ 378.00	$ 299.00	$ 79.00	$ -	$ -	$ -	$ -	$ -
6		Stair 4	$ 6,192.00	$ 899.00	$ 1,526.00	$ 1,030.00	$ 1,043.00	$ 406.00	$ 800.00	$ 488.00
7		Dining Outlets	$ 5,487.00	$ 69.00	$ 1,044.00	$ 610.00	$ 2,030.00	$ -	$ 1,246.00	$ 488.00
8		Manager's Apartment	$ 9,321.00	$ -	$ 1,049.00	$ 719.00	$ 5,314.00	$ 590.00	$ 1,080.00	$ 569.00
9		1st Floor Casework	$ 5,135.00	$ -	$ 237.00	$ 844.00	$ 1,336.00	$ (194.00)	$ 2,342.00	$ 570.00
10		SI 58R1	$ 5,702.00	$ -	$ 300.00	$ 700.00	$ 1,978.00	$ 1,199.00	$ 956.00	$ 569.00
11		Drain Pan Alarms	$ 1,171.00	$ -	$ 79.00	$ 165.00	$ 617.00	$ 81.00	$ 229.00	$ -
12		AC for Lighting Storage Room	$ 320.00	$ -	$ -	$ -	$ -	$ 81.00	$ 239.00	$ -

R_4090

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The Hotel at Marion Square
Construction Change Directive Tracker
October 31, 2018

Table Summary

Balfour Beatty Construction

13		Shift Kitchen Tables Over Floor Sinks	$ 872.00	$ -		$ 557.00	$ 315.00	$ -	$ -	$ -
14		Pattisserie Column Detail	$ 1,694.00	$ -	$ 298.00	$ 216.00	$ 886.00	$ 147.00	$ -	$ 147.00
15		Shift Luggage Room Door	$ 152.00	$ -	$ -	$ -	$ -	$ 152.00	$ -	$ -
16		Bar Equipment Additions	$ 3,319.00	$ -	$ 593.00	$ 727.00	$ 592.00	$ 400.00	$ 1,007.00	$ -
17		PIU 2-3 Access Panels	$ 678.00	$ -	$ -	$ 142.00	$ 536.00	$ -	$ -	$ -
18		Rooftop Bar T-Stat Relocation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
19		Shift Fire Alarm Horn Strobe	$ 763.00	$ -	$ -	$ -	$ -	$ 458.00	$ -	$ 305.00
20		Low Voltage Additions (Coordination	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
21		Ice Maker Chilled Water Feed	$ 647.00	$ -	$ -	$ -	$ 647.00	$ -	$ -	$ -
22		Patisserie Back Counter Shelf	$ 528.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 528.00
23		Fireman's Phone Jacks	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
24		Ballroom Can Lights	$ 813.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 813.00
25		FCU Relocation in Electrical Room	$ 467.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 467.00
26		Telkonet Thermostat Changes	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
27		Garage Ramp Ceiling	$ 407.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 407.00
28		Support for DAS System	$ 488.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 488.00
29		Concierge Lounge Food Prep	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
30		Kitchen Lighting Additions	$ 1,525.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,525.00
31		Transfromer & Service Yard Screen Wall	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
32		DC-19 Fixture	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
33		Rooftop Lobby Bar Revised Millwork	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
34		Grilles	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
35		Plynth	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
36		Shutter Revisions	$ 976.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 976.00
TOTAL			$ 52,997.01	$ 1,853.00	$ 6,267.00	$ 6,864.00	$ 16,493.00	$ 3,696.00	$ 9,321.00	$ 8,503.01

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CCD #2	BLACKOUT WINDOWS									
Subcontractor		18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct	18-Nov	18-Dec
PRECISION WALLS			$ 9,737.00	$ 16,034.00		$ 1,216.00	$ 2,666.00			
LCCM										
BMCC										
WATSON										
PASCO										
MERIT					$ 3,535.00		$ 642.74			
1ST CHOICE			$ 6,069.00			$ 1,186.00				
TATE										
TRIMARK										
SUB TOTAL		$ -	$ 15,806.00	$ 16,034.00	$ 3,535.00	$ 2,402.00	$ 3,308.74	0	0	0
BBC		$ 69.00	$ 664.00	$ 922.00	$ 555.00	$ 214.00	$ 938.00	$ 163.01		
MARKUP		$ 4.14	$ 988.20	$ 1,017.36	$ 245.40	$ 156.96	$ 254.82	$ 9.78		0
TOTAL		$ 73.14	$ 17,458.20	$ 17,973.36	$ 4,335.40	$ 2,772.96	$ 4,501.56	$ 172.79		0

CCD 02 Total	$ 42,613.06

	Description of Service
Shanti Pieniak	Administration of Change Orders and Billings.
Nick Starcevic	Field Coordination / Review, Administation of Change Orders and Billings
Tim Spano	Field Coordination, T&M Review.

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BALFOUR BEATTY
Projected Final Cost Report
For the Period Ending October 26, 2018

Company 50540 BALFOUR BEATTY CONSTR, LLC-RTD
Job Number 13026420 MARION SQ-CCD2 BLCK OUT WINDOW

Owner 2859853 LIBRARY ASSOCIATES, LLC(BENNET

DATE CONTRACT SIGNED:	
CONTRACT TYPE:	LUMP SUM
CASUALTY INS RATE:	
CS ALLOCATION RATE:	
PR BURDEN RATE:	
SUBGUARD RATE:	
CCIP:	

CONTRACT SCHEDULE STATUS:

CONTRACT START DATE:	03/15/2014
CONTRACT FINISH DATE:	
ESTIMATED CONTRACT FINISH	

PERSONNEL DATA:

BUS UNIT LEAD:	3189319	SANDEEN, JEFFREY A
PROJECT MGR:	899688	STARCEVIC, NICHOLAS
PROJECT ACCT:	3919959	ASHE, CANDICE LYNN
PROJECT EXEC:		
PROJ ENG:		

PROJECTED PROFIT:

10/26/2018	(3,525)	.00
09/28/2018	(3,525)	.00
08/31/2018	(2,891)	.00
07/27/2018	(2,210)	.00
06/29/2018	(2,052)	.00

FINANCIAL SUMMARY:

ORIGINAL CONTRACT AMOUNT:	0
REVENUE BUDGET TRANSFERS	0
CHANGE ORDERS:	0
REVISED CONTRACT AMOUNT:	0

PROFIT:

CURRENT FEE BUDGET:	0
CHANGE ORDER FEE:	0
TOTAL BUDGET PROFIT:	0
PROJECTED SAVINGS/(LOSS):	(3,525)
PROJECTED TOTAL PROFIT:	(3,525)

BUYOUT STATUS:

SUBCONTRACTOR:	.00

OWNER BILLINGS SUMMARY:

TOTAL BILLED TO DATE(GROSS):	0
TOTAL TAXED TO DATE(GROSS):	0
RETENTION HELD:	0
COLLECTED TO DATE:	0
OPEN A/R BALANCE:	0

A/R Aging:

CURRENT	0
31-60	0
61-90	0
Over 90	0
Total	0

	Original Budget	Budget Transfers	Change Orders	Revised Budget	% Budget Complete	Total Commitments	Cost This Period	Cost to Date	Cost to Complete	Revenue/Cost at Completion	Savings or (Loss)	Amount Change	True % Comple
GENERAL CONDITIONS	0	0	0	0	0	0	0	3,525	0	3,525	(3,525)	0	100%
SUBTOTAL - CONTRACT COST	0	0	0	0	0	0	0	3,525	0	3,525	(3,525)	0	100%
TOTAL VARIANCE:	0	0	0	0						(3,525)			

BBC Labor CCD 002 Cost to Date - $3,525.00
Costs Previously Billed Thru Pay App 042 - $3,362.00
Cost to be Billed OCO 19 (Pay App 043) - $163.01

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CCD #3	CUSTOM COLOR SPRINKLER HEADS							
Subcontractor		18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct
PRECISION WALLS								
LCCM								
BMCC								
WATSON								
PASCO								
MERIT								
1ST CHOICE								
TATE								
TRIMARK								
SUB TOTAL		$ -	$ -	$ -	$ -	$ -	$ -	$ -
BBC		$ 137.00	$ 79.00	$ 158.00	$ 429.00	$ 162.00	$ 484.00	$ -
MARKUP		$ 8.22	$ 4.74	$ 9.48	$ 25.74	$ 9.72	$ 29.04	$ -
TOTAL		$ 145.22	$ 83.74	$ 167.48	$ 454.74	$ 171.72	$ 513.04	$ -

TOTAL CCD $ 1,535.94

	Description of Service
AJ Wertzberger	Field Review, Contract Administration

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The Hotel at Marion Square

CCD 004 Tracking Matrix

Balfour Beatty Construction
10/26/2018

CCD #4	SI 61R1 BOARDROOM TV							
Subcontractor		18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct
PRECISION WALLS		$1,974.00						
LCCM			$1,253.00					
BMCC								
WATSON				$ 662.04				
PASCO								
MERIT								
1ST CHOICE								
TATE								
TRIMARK								
SUB TOTAL		$1,974.00	$1,253.00	$ 662.04	$ -	$ -	$ -	$ -
BBC		$ 380.00	$ 319.00	$ 74.00	$ 215.00	$ -	$ -	$ -
MARKUP		$ 141.24	$ 94.32	$ 44.16	$ 12.90	$ -	$ -	$ -
TOTAL		$2,495.24	$1,666.32	$ 780.20	$ 227.90	$ -	$ -	$ -

TOTAL CCD $ 5,169.66

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CCD #5	CUT OUTS IN WALL ABOVE CEILINGS FOR PLENUM							
Subcontractor		18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct
PRECISION WALLS		$2,482.00						
LCCM								
BMCC								
WATSON								
PASCO								
MERIT								
1ST CHOICE								
TATE								
TRIMARK								
SUB TOTAL		$2,482.00	$ -	$ -	$ -	$ -	$ -	$ -
BBC		$ 299.00	$ 79.00	$ -	$ -	$ -	$ -	$ -
MARKUP		$ 166.86	$ 4.74	$ -	$ -	$ -	$ -	$ -
TOTAL		$2,947.86	$ 83.74	$ -	$ -	$ -	$ -	$ -

Total CCD $ 3,031.60

ELECTRONICALLY FILED - 2023 May 12 8:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CCD #6	STAIR 4							
Subcontractor		18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct
PRECISION WALLS		$2,729.00	$3,707.00					
LCCM		$1,949.00		$5,116.00		$16,535.00	$ 3,343.00	$5,457.00
BMCC								
WATSON				$ 271.66				
PASCO								
MERIT							$ 3,535.04	
1ST CHOICE								
TATE					$15,965.90			
FLOORING SERVICES							$ -	
SUB TOTAL		$4,678.00	$3,707.00	$5,387.66	$15,965.90	$16,535.00	$ 6,878.04	$5,457.00
BBC		$ 899.00	$1,526.00	$1,030.00	$1,043.00	$ 406.00	$ 800.00	$ 488.00
MARKUP		$ 334.62	$ 313.98	$ 385.06	$1,020.53	$1,016.46	$ 460.68	$ 356.70
TOTAL		$5,911.62	$5,546.98	$6,802.72	$18,029.43	$17,957.46	$ 8,138.73	$6,301.70

TOTAL CCD $ 68,688.64

	Description of Service
Shanti Pieniak	Administration of Change Orders and Billings.
Nick Starcevic	Submittals, Field Coordination, and Administation of Change Orders and Billings
Tim Spano	Field Review / Coordination

ELECTRONICALLY FILED - 2023 May 12 8:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

BALFOUR BEATTY
Projected Final Cost Report
For the Period Ending October 26, 2018

Company 50540 BALFOUR BEATTY CONSTR, LLC-RTD
Job Number 13026460 MARION SQ-CCD6 STAIR 4

Owner 2859853 LIBRARY ASSOCIATES, LLC(BENNET

DATE CONTRACT SIGNED:
CONTRACT TYPE: LUMP SUM
CASUALTY INS RATE:
CS ALLOCATION RATE:
PR BURDEN RATE:
SUBGUARD RATE:
CCIP:

CONTRACT SCHEDULE STATUS:

CONTRACT START DATE:	03/15/2014
CONTRACT FINISH DATE:	
ESTIMATED CONTRACT FINISH	

PERSONNEL DATA:

BUS UNIT LEAD:	3189319	SANDEEN, JEFFREY A
PROJECT MGR:	899688	STARCEVIC, NICHOLAS
PROJECT ACCT:	3919959	ASHE, CANDICE LYNN
PROJECT EXEC:		
PROJ ENG:		

PROJECTED PROFIT:

10/26/2018	(6,192)	.00
09/28/2018	(5,948)	.00
08/31/2018	(5,379)	.00
07/27/2018	(4,579)	.00
06/29/2018	(4,121)	.00

FINANCIAL SUMMARY:

ORIGINAL CONTRACT AMOUNT:	0
REVENUE BUDGET TRANSFERS	0
CHANGE ORDERS:	0
REVISED CONTRACT AMOUNT:	0

PROFIT:

CURRENT FEE BUDGET:	0
CHANGE ORDER FEE:	0
TOTAL BUDGET PROFIT:	0
PROJECTED SAVINGS/(LOSS):	(6,192)
PROJECTED TOTAL PROFIT:	(6,192)

BUYOUT STATUS:

SUBCONTRACTOR:	.00

OWNER BILLINGS SUMMARY:

TOTAL BILLED TO DATE(GROSS):	0
TOTAL TAXED TO DATE(GROSS):	0
RETENTION HELD:	0
COLLECTED TO DATE:	0
OPEN A/R BALANCE:	0

A/R Aging:

CURRENT	0
31-60	0
61-90	0
Over 90	0
Total	0

	Original Budget	Budget Transfers	Change Orders	Revised Budget	% Budget Complete	Total Commitments	Cost This Period	Cost to Date	Cost to Complete	Revenue/Cost at Completion	Savings or (Loss)	Amount Change	True % Comple
GENERAL CONDITIONS	0	0	0	0	0	0	244	6,192	0	6,192	(6,192)	(244)	100%
SUBTOTAL - CONTRACT COST	0	0	0	0	0	0	244	6,192	0	6,192	(6,192)	(244)	100%
TOTAL VARIANCE:	0	0	0	0						(6,192)			

BBC Labor CCD 006 Cost to Date - $6,192.00
Costs Previously Billed Thru Pay App 042 - $5,704.00
Cost to be Billed OCO 19 (Pay App 043) - $488.00

ELECTRONICALLY FILED - 2023 May 12 8:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

ELECTRONICALLY FILED - 2023 May 12 8:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

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

DATE: October 15, 2018
Invoice #: 2016-01.006.05
JOB NAME: *HMS CCD 006*
Stair 04

Customer: Balfour Beatty

CCD #006 - STAIR 04

			Subtotal	Overhead (15%)	
Materials			$2,584	$388	$2,972
Labor	**Hours**	**Rate**	**Subtotal**	**Overhead (15%)**	
CEO	2.0	$100	$200	$30	$230
Accounting	1.0	$40	$40	$6	$46
Estimating	13.5	$40	$540	$81	$621
PM	27.0	$75	$2,025	$304	$2,329
Engineer	0.5	$75	$38	$6	$43
CNC	0.0	$75	$0	$0	$0
Manufacturing	56.5	$30	$1,695	$254	$1,949
Finishing	15.0	$30	$450	$68	$518
Install Supervisor	39.5	$60	$2,370	$356	$2,726
Installation	360.5	$40	$14,420	$2,163	$16,583
	515.5		$21,778	$3,267	$28,016
Subtotal					$28,016
AWI Fee					$140
Bonding					$704
TOTAL					$28,860
LESS: Invoice 2016-01.006.01					-$1,949
LESS: Invoice 2016-01.006.02					-$5,116
LESS: Invoice 2016-01.006.03					-$12,995
LESS: Invoice 2016-01.006.04					-$3,343

We had an additional (22-1/2) hours of manufacturing labor to finish making the walnut treads and risers.

I had Robert tagged for (7) hours of supervision and material delivery.

We had an additional (78) hours of installation labor to install the treads, risers, and basically finish up that staircase.

TOTAL **$5,457**

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

AWI ARCHITECTURAL WOODWORK INSTITUTE

CCD #7	DINING OUTLETS							
Subcontractor		18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct
PRECISION WALLS				$3,155.00			$ 307.00	
LCCM						$ 2,363.00		
BMCC								
WATSON				$3,028.13	$1,787.17			
PASCO								
MERIT								
1ST CHOICE								
TATE								
TRIMARK								
SUB TOTAL		$ -	$ -	$6,183.13	$1,787.17	$ 2,363.00	$ 307.00	$ -
BBC		$ 69.00	$1,044.00	$ 610.00	$2,030.00		$1,246.00	$ 488.00
MARKUP		$ 4.14	$ 62.64	$ 407.59	$ 229.03	$ 141.78	$ 93.18	$ 29.28
TOTAL		$ 73.14	$1,106.64	$7,200.72	$4,046.20	$ 2,504.78	$1,646.18	$ 517.28

TOTAL CCD $ 17,094.94

	Description of Service
Alec Dooley	Administration of Change Orders and Billings.
Nick Starcevic	Submittals, Field Coordination, and Administation of Change Orders and Billings
Tim Spano	Field Review / Coordination

ELECTRONICALLY FILED - 2023 May 12 8:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

BALFOUR BEATTY
Projected Final Cost Report
For the Period Ending October 26, 2018

Company 50540 BALFOUR BEATTY CONSTR, LLC-RTD
Job Number 13026470 MARION SQ-CCD7 DINING OUTLETS

Owner 2859853 LIBRARY ASSOCIATES, LLC(BENNET

DATE CONTRACT SIGNED:	
CONTRACT TYPE:	LUMP SUM
CASUALTY INS RATE:	
CS ALLOCATION RATE:	
PR BURDEN RATE:	
SUBGUARD RATE:	
CCIP:	

CONTRACT SCHEDULE STATUS:

CONTRACT START DATE:	03/15/2014
CONTRACT FINISH DATE:	
ESTIMATED CONTRACT FINISH	

PERSONNEL DATA:

BUS UNIT LEAD:	3189319	SANDEEN, JEFFREY A
PROJECT MGR:	899688	STARCEVIC, NICHOLAS
PROJECT ACCT:	3919959	ASHE, CANDICE LYNN
PROJECT EXEC:		
PROJ ENG:		

PROJECTED PROFIT:

10/26/2018	(5,487)	.00
09/28/2018	(5,243)	.00
08/31/2018	(4,999)	.00
07/27/2018	(3,753)	.00
06/29/2018	(2,970)	.00

FINANCIAL SUMMARY:

ORIGINAL CONTRACT AMOUNT:	0
REVENUE BUDGET TRANSFERS	0
CHANGE ORDERS:	0
REVISED CONTRACT AMOUNT:	0

PROFIT:

CURRENT FEE BUDGET:	0
CHANGE ORDER FEE:	0
TOTAL BUDGET PROFIT:	0
PROJECTED SAVINGS/(LOSS):	(5,487)
PROJECTED TOTAL PROFIT:	(5,487)

BUYOUT STATUS:

SUBCONTRACTOR:	.00

OWNER BILLINGS SUMMARY:

TOTAL BILLED TO DATE(GROSS):	0
TOTAL TAXED TO DATE(GROSS):	0
RETENTION HELD:	0
COLLECTED TO DATE:	0
OPEN A/R BALANCE:	0

A/R Aging:

CURRENT	0
31-60	0
61-90	0
Over 90	0
Total	0

	Original Budget	Budget Transfers	Change Orders	Revised Budget	% Budget Complete	Total Commitments	Cost This Period	Cost to Date	Cost to Complete	Revenue/Cost at Completion	Savings or (Loss)	Amount Change	True % Comple
GENERAL CONDITIONS	0	0	0	0	0	0	244	5,487	0	5,487	(5,487)	(244)	100%
SUBTOTAL - CONTRACT COST	0	0	0	0	0	0	244	5,487	0	5,487	(5,487)	(244)	100%
TOTAL VARIANCE:	0	0	0	0						(5,487)			

BBC Labor CCD 007 Cost to Date - $5,487.00
Costs Previously Billed Thru Pay App 042 - $4,999.00
Cost to be Billed OCO 19 (Pay App 043) - $488.00

R - 4101

ELECTRONICALLY FILED - 2023 May 12 8:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CCD #8	MANAGER'S APARTMENT							
Subcontractor		18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct
PRECISION WALLS				$ 5,748.00	$ 7,873.00			
LCCM			$ 4,405.00	$ 8,110.00		$(8,110.00)		$ -
BMCC								
WATSON				$ 5,386.89	$ 1,388.54			
PASCO								
MERIT								
1ST CHOICE								
TATE								
TRIMARK								
WARCO							$36,256.00	
SUB TOTAL		$ -	$ 4,405.00	$ 19,244.89	$ 9,261.54	$(8,110.00)	$36,256.00	$ -
BBC		$ -	$ 1,049.00	$ 719.00	$ 5,314.00	$ 590.00	$1,080.00	$ 569.00
MARKUP		$ -	$ 327.24	$ 1,197.83	$ 874.53	$(451.20)	$2,240.16	$ 34.12
TOTAL		$ -	$ 5,781.24	$ 21,161.72	$ 15,450.07	$(7,971.20)	$39,576.16	$ 603.12

8752

TOTAL CCD $ 74,601.12

	Description of Service
Alec Dooley	Administration of Change Orders and Billings.
Nick Starcevic	Submittals, Field Coordination, and Administation of Change Orders and Billings
Tim Spano	Field Review / Coordination
AJ Wertzberger	Submittal Review, Field Coordination.

ELECTRONICALLY FILED - 2023 May 12 8:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

BALFOUR BEATTY
Projected Final Cost Report
For the Period Ending October 26, 2018

Company 50540 BALFOUR BEATTY CONSTR, LLC-RTD
Job Number 13026480 MARION SQ-CCDD8 MGR APT

Owner 2859853 LIBRARY ASSOCIATES, LLC(BENNET

DATE CONTRACT SIGNED:	
CONTRACT TYPE:	LUMP SUM
CASUALTY INS RATE:	
CS ALLOCATION RATE:	
PR BURDEN RATE:	
SUBGUARD RATE:	
CCIP:	

CONTRACT SCHEDULE STATUS:

CONTRACT START DATE:	
CONTRACT FINISH DATE:	
ESTIMATED CONTRACT FINISH	

PERSONNEL DATA:

BUS UNIT LEAD:	3189319	SANDEEN, JEFFREY A
PROJECT MGR:	899688	STARCEVIC, NICHOLAS
PROJECT ACCT:	3919959	ASHE, CANDICE LYNN
PROJECT EXEC:		
PROJ ENG:		

PROJECTED PROFIT:

10/26/2018	(9,321)	.00
09/28/2018	(9,077)	.00
08/31/2018	(8,185)	.00
07/27/2018	(7,194)	.00
06/29/2018	(6,485)	.00

FINANCIAL SUMMARY:

ORIGINAL CONTRACT AMOUNT:	0
REVENUE BUDGET TRANSFERS	0
CHANGE ORDERS:	0
REVISED CONTRACT AMOUNT:	0

PROFIT:

CURRENT FEE BUDGET:	0
CHANGE ORDER FEE:	0
TOTAL BUDGET PROFIT:	0
PROJECTED SAVINGS/(LOSS):	(9,321)
PROJECTED TOTAL PROFIT:	(9,321)

BUYOUT STATUS:

SUBCONTRACTOR:	.00

OWNER BILLINGS SUMMARY:

TOTAL BILLED TO DATE(GROSS):	0
TOTAL TAXED TO DATE(GROSS):	0
RETENTION HELD:	0
COLLECTED TO DATE:	0
OPEN A/R BALANCE:	0

A/R Aging:

CURRENT	0
31-60	0
61-90	0
Over 90	0
Total	0

	Original Budget	Budget Transfers	Change Orders	Revised Budget	% Budget Complete	Total Commitments	Cost This Period	Cost to Date	Cost to Complete	Revenue/Cost at Completion	Savings or (Loss)	Amount Change	True % Comple
GENERAL CONDITIONS	0	0	0	0	0	0	244	9,321	0	9,321	(9,321)	(244)	100%
SUBTOTAL - CONTRACT COST	0	0	0	0	0	0	244	9,321	0	9,321	(9,321)	(244)	100%
TOTAL VARIANCE:	0	0	0	0						(9,321)			

BBC Labor CCD 008 Cost to Date - $9,321.00
Costs Previously Billed Thru Pay App 042 - $8,752.00
Cost to be Billed OCO 19 (Pay App 043) - $569.00

R - 4103

ELECTRONICALLY FILED - 2023 May 12 8:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CCD #9	FIRST FLOOR CASEWORK							
Subcontractor		18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct
PRECISION WALLS								
LCCM						$32,166.00		
BMCC								
WATSON								$ 666.28
PASCO								
MERIT							$3,374.36	
1ST CHOICE								
TATE								
TRIMARK								
SUB TOTAL		$ -	$ -	$ -	$ -	$32,166.00	$3,374.36	$ 666.28
BBC			$ 237.00	$ 844.00	$ 1,336.00	$(194.00)	$2,342.00	$ 570.00
MARKUP		$ -	$ 14.22	$ 50.64	$ 80.16	$1,918.32	$ 342.98	$ 74.18
TOTAL		$ -	$ 251.22	$ 894.64	$ 1,416.16	$33,890.32	$6,059.34	$1,310.46

TOTAL CCD $ 43,822.14

	Description of Service
Alec Dooley	Administration of Change Orders and Billings.
Nick Starcevic	Submittals, Coordination Calls, Field Coordination, and Administation of Change Orders and Billings
Tim Spano	Field Review / Coordination

ELECTRONICALLY FILED - 2023 May 12 8:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

BALFOUR BEATTY
Projected Final Cost Report
For the Period Ending October 26, 2018

Company 50540 BALFOUR BEATTY CONSTR, LLC-RTD
Job Number 13026490 MARION SQ-CCD9 1ST FL CASEWORK

Owner 2859853 LIBRARY ASSOCIATES, LLC(BENNET

DATE CONTRACT SIGNED:	
CONTRACT TYPE:	LUMP SUM
CASUALTY INS RATE:	
CS ALLOCATION RATE:	
PR BURDEN RATE:	
SUBGUARD RATE:	
CCIP:	

CONTRACT SCHEDULE STATUS:

CONTRACT START DATE:	
CONTRACT FINISH DATE:	
ESTIMATED CONTRACT FINISH	

PERSONNEL DATA:

BUS UNIT LEAD:	3189319	SANDEEN, JEFFREY A
PROJECT MGR:	899688	STARCEVIC, NICHOLAS
PROJECT ACCT:	3919959	ASHE, CANDICE LYNN
PROJECT EXEC:		
PROJ ENG:		

PROJECTED PROFIT:

10/26/2018	(5,135)	.00
09/28/2018	(4,891)	.00
08/31/2018	(3,991)	.00
07/27/2018	(2,147)	.00
06/29/2018	(1,741)	.00

FINANCIAL SUMMARY:

ORIGINAL CONTRACT AMOUNT:	0
REVENUE BUDGET TRANSFERS	0
CHANGE ORDERS:	0
REVISED CONTRACT AMOUNT:	0

PROFIT:

CURRENT FEE BUDGET:	0
CHANGE ORDER FEE:	0
TOTAL BUDGET PROFIT:	0
PROJECTED SAVINGS/(LOSS):	(5,135)
PROJECTED TOTAL PROFIT:	(5,135)

BUYOUT STATUS:

SUBCONTRACTOR:	.00

OWNER BILLINGS SUMMARY:

TOTAL BILLED TO DATE(GROSS):	0
TOTAL TAXED TO DATE(GROSS):	0
RETENTION HELD:	0
COLLECTED TO DATE:	0
OPEN A/R BALANCE:	0

A/R Aging:

CURRENT	0
31-60	0
61-90	0
Over 90	0
Total	0

	Original Budget	Budget Transfers	Change Orders	Revised Budget	% Budget Complete	Total Commitments	Cost This Period	Cost to Date	Cost to Complete	Revenue/Cost at Completion	Savings or (Loss)	Amount Change	True % Comple
GENERAL CONDITIONS	0	0	0	0	0	0	244	5,135	0	5,135	(5,135)	(244)	100%
SUBTOTAL - CONTRACT COST	0	0	0	0	0	0	244	5,135	0	5,135	(5,135)	(244)	100%
TOTAL VARIANCE:	0	0	0	0						(5,135)			

BBC Labor CCD 009 Cost to Date - $5,135.00
Costs Previously Billed Thru Pay App 042 - $4,565.00
Cost to be Billed OCO 19 (Pay App 043) - $570.00

R - 4105

ELECTRONICALLY FILED - 2023 May 12 8:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

PROPOSED CHANGE ORDER

Watson Electrical
3215 Fortune Drive, Suite 109
North Chalreston, South Carolina 29418

CCN #	**190**
Date:	9/17/2018
Project Name:	Marion Square Hotel
Project Number:	21046
Page Number:	1

Client Address:

Balfour Beatty Construction
306 Meeting Street
Charleston, South Carolina

Work Description

We reserve the right to correct this quote for errors and omissions.

This CCD# 9 includes the labor and material to relocate 6 receptacles and 2 data outlets to the middle of millwork, in accordance with SI# 66R1.

This quote covers direct costs only and we reserve the right to claim for impact and consequential costs.
This price is good for acceptance within **30** days from the date of receipt.
We request a time extension of **1** days.
We will supply and install all materials, labor, and equipment as per your instructions on **<CCN_190_Relocating Devices for Millwork> <ccn_190>.**

Itemized Breakdown

Description	Qty	Net Price	U	Total Mat.	Labor	U	Total Hrs.
#8x 1/2 WAFER HEAD SELF-TAP STUD SCREW - 12G	32	2.61	C	0.84	7.50	C	0.00
Totals	**32**			**0.84**			**0.00**

Summary

General Materials		0.84
Material Tax	(@ 8.500 %)	0.07
Material Total		**0.91**
OVERTIME ADJUSTMENT	(8.00 Hrs @ $72.80)	582.40
MILEAGE	(8.00 @ 0.00 @ $2.50 + 0.000 % + 0.000 % + 0.000 %)	20.00
CONSUMABLES	(8.00 @ 0.00 @ $0.30 + 0.000 % + 0.000 % + 0.000 %)	2.40
Subtotal		**605.71**
	(@ 10.000 %)	60.57
Subtotal		**666.28**
Final Amount		**$666.28**

CONTRACTOR CERTIFICATION

ORIGINAL

R - 4106

ELECTRONICALLY FILED - 2023 May 12 8:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

PROPOSED CHANGE ORDER

Client Address:

Watson Electrical
3215 Fortune Drive, Suite 109
North Chalreston, South Carolina 29418

Balfour Beatty Construction
306 Meeting Street
Charleston, South Carolina

CCN #	**190**
Date:	9/17/2018
Project Name:	Marion Square Hotel
Project Number:	21046
Page Number:	2

Name: _____

Date: _____

Signature: _____

I hereby certify that this quotation is complete and accurate based on the information provided.

CLIENT ACCEPTANCE

CCN # 190
Final Amount: $666.28

Name: _____

Date: _____

Signature: _____

Change Order #: _____

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

ORIGINAL

R - 4107

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ELECTRONICALLY FILED - 2023 May 12 8:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

WATSON ELECTRICAL

DAILY TIME & MATERIAL WORK REPORT

Date	Job No.	Work Order No.
8-25-18	21046 Marion Square	CCN 198 CL09

M	T	W	T	F	S	S	Job Name
					X		

Description of Work: moved 6 pec + 2 dump up to middle of mill work. Will need 2 pipes [illegible] labor work is done.

MATERIAL LIST

Quantity	Description	Rate	Amount
32	Zips screws		
Total			$

LABOR LIST

Name	Title	Reg Hrs	Rate	OT Hrs	Rate	Amount
Brad Fortner				4		
Marion Mauldin				4		
		7-11	18			
				8		
Total						$

EQUIPMENT LIST

Description	Hours	Rate	Amount	Mileage	Rate	Amount
Total						$

Completed By: [signature]
Watson Electrical Construction Co. LLC

Approved By: [signature] 8-25-18

☐ Job Complete ☒ Not Complete

Form No. 447 (3/03)

R-4108 DIVISION

CCD #10	SI 58R1 - Level 09 HVAC Revisions							
Subcontractor		18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct
PRECISION WALLS			$2,507.00		$2,364.00			
LCCM								
BMCC								
WATSON					$ 637.10			
PASCO								
MERIT								
1ST CHOICE								
TATE								
TRIMARK								
SUB TOTAL		$ -	$2,507.00	$ -	$3,001.10	$ -	$ -	$ -
BBC		$ -	$ 300.00	$ 700.00	$1,978.00	$1,199.00	$ 956.00	$ 569.00
MARKUP		$ -	$ 168.42	$ 42.00	$ 298.75	$ 71.94	$ 57.36	$ 34.14
TOTAL		$ -	$2,975.42	$ 742.00	$5,277.85	$1,270.94	$1,013.36	$ 603.14

TOTAL CCD $ 11,882.71

	Description of Service
Alec Dooley	Administration of Change Orders and Billings.
Nick Starcevic	Submittals, Field Coordination, and Administation of Change Orders and Billings

ELECTRONICALLY FILED - 2023 May 12 8:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Company 50540 BALFOUR BEATTY CONSTR, LLC-RTD
Job Number 13026410 MARION SQ-CCD10 S158R1

Owner 2859853 LIBRARY ASSOCIATES, LLC(BENNET

DATE CONTRACT SIGNED:	
CONTRACT TYPE:	LUMP SUM
CASUALTY INS RATE:	
CS ALLOCATION RATE:	
PR BURDEN RATE:	
SUBGUARD RATE:	
CCIP:	

CONTRACT SCHEDULE STATUS:

CONTRACT START DATE:	
CONTRACT FINISH DATE:	
ESTIMATED CONTRACT FINISH	

PERSONNEL DATA:

BUS UNIT LEAD:	3189319	SANDEEN, JEFFREY A
PROJECT MGR:	899688	STARCEVIC, NICHOLAS
PROJECT ACCT:	3919959	ASHE, CANDICE LYNN
PROJECT EXEC:		
PROJ ENG:		

PROJECTED PROFIT:

10/26/2018	(5,702)	.00
09/28/2018	(5,458)	.00
08/31/2018	(4,970)	.00
07/27/2018	(3,548)	.00
06/29/2018	(2,475)	.00

FINANCIAL SUMMARY:

ORIGINAL CONTRACT AMOUNT:	0
REVENUE BUDGET TRANSFERS	0
CHANGE ORDERS:	0
REVISED CONTRACT AMOUNT:	0

PROFIT:

CURRENT FEE BUDGET:	0
CHANGE ORDER FEE:	0
TOTAL BUDGET PROFIT:	0
PROJECTED SAVINGS/(LOSS):	(5,702)
PROJECTED TOTAL PROFIT:	(5,702)

BUYOUT STATUS:

SUBCONTRACTOR:	.00

OWNER BILLINGS SUMMARY:

TOTAL BILLED TO DATE(GROSS):	0
TOTAL TAXED TO DATE(GROSS):	0
RETENTION HELD:	0
COLLECTED TO DATE:	0
OPEN A/R BALANCE:	0

A/R Aging:

CURRENT	0
31-60	0
61-90	0
Over 90	0
Total	0

	Original Budget	Budget Transfers	Change Orders	Revised Budget	% Budget Complete	Total Commitments	Cost This Period	Cost to Date	Cost to Complete	Revenue/Cost at Completion	Savings or (Loss)	Amount Change	True % Comple
GENERAL CONDITIONS	0	0	0	0	0	0	244	5,702	0	5,702	(5,702)	(244)	100%
SUBTOTAL - CONTRACT COST	0	0	0	0	0	0	244	5,702	0	5,702	(5,702)	(244)	100%
TOTAL VARIANCE:	0	0	0	0						(5,702)			

BBC Labor CCD 010 Cost to Date - $5,702.00
Costs Previously Billed Thru Pay App 042 - $5,133.00
Cost to be Billed OCO 19 (Pay App 043) - $569.00

R - 4110

ELECTRONICALLY FILED - 2023 May 12 8:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CCD #11	DRAIN PAN ALARMS							
Subcontractor		18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct
PRECISION WALLS								
LCCM								
BMCC								
WATSON								
PASCO								
MERIT								
1ST CHOICE								
TATE								
TRIMARK								
SUB TOTAL		$ -	$ -	$ -	$ -	$ -	$ -	$ -
BBC		$ -	$ 79.00	$ 165.00	$ 617.00	$ 81.00	$ 229.00	$ -
MARKUP		$ -	$ 4.74	$ 9.90	$ 37.02	$ 4.86	$ 13.74	$ -
TOTAL		$ -	$ 83.74	$ 174.90	$ 654.02	$ 85.86	$ 242.74	$ -

TOTAL CCD $ 1,241.26

	Description of Service
Alec Dooley	Administration of Change Orders and Billings.

ELECTRONICALLY FILED - 2023 May 12 8:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CCD #12	AC FOR LIGHTING STORAGE ROOM							
Subcontractor		18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct
PRECISION WALLS								
LCCM								
BMCC								
WATSON								
PASCO								
MERIT								
1ST CHOICE								
TATE								
TRIMARK								
SUB TOTAL		$ -	$ -	$ -	$ -	$ -	$ -	$ -
BBC		$ -				$ 81.00	$ 239.00	$ -
MARKUP		$ -	$ -	$ -	$ -	$ 4.86	$ 14.34	$ -
TOTAL		$ -	$ -	$ -	$ -	$ 85.86	$ 253.34	$ -

TOTAL CCD $ 339.20

	Description of Service
Alec Dooley	Administration of Change Orders and Billings.
Nick Starcevic	Field Review, and Administation of Change Orders and Billings

ELECTRONICALLY FILED - 2023 May 12 8:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CCD #13	SHIFT KITCHEN TABLES OVER FLOOR SINKS							
Subcontractor		18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct
PRECISION WALLS								
LCCM								
BMCC								
WATSON								
PASCO								
MERIT								
1ST CHOICE								
TATE								
TRIMARK								
SUB TOTAL		$ -	$ -	$ -	$ -	$ -	$ -	$ -
BBC		$ -	$ -	$ 557.00	$ 315.00	$ -	$ -	$ -
MARKUP		$ -	$ -	$ 33.42	$ 18.90	$ -	$ -	$ -
TOTAL		$ -	$ -	$ 590.42	$ 333.90	$ -	$ -	$ -

TOTAL CCD $ 924.32

ELECTRONICALLY FILED - 2023 May 12 8:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CCD #14	PATISSERIE COLUMN DETAIL							
Subcontractor		18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct
PRECISION WALLS								
LCCM								
BMCC								
WATSON								
PASCO								
MERIT								
1ST CHOICE								
TATE								
TRIMARK								
SUB TOTAL		$ -	$ -	$ -	$ -	$ -	$ -	$ -
BBC		$ -	$ 298.00	$ 216.00	$ 886.00	$ -	$ -	$ 147.00
MARKUP		$ -	$ 17.88	$ 12.96	$ 53.16	$ -	$ -	$ 8.82
TOTAL		$ -	$ 315.88	$ 228.96	$ 939.16	$ -	$ -	$ 155.82

TOTAL CCD $ 1,639.82

	Description of Service
Nick Starcevic	Field Review and Contract Adminstration

ELECTRONICALLY FILED - 2023 May 12 8:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

BALFOUR BEATTY
Projected Final Cost Report
For the Period Ending October 26, 2018

Company 50540 BALFOUR BEATTY CONSTR, LLC-RTD
Job Number 13026414 MARION SQ-CCD14 PATTISSERIE CO

Owner 2859853 LIBRARY ASSOCIATES, LLC(BENNET

DATE CONTRACT SIGNED:	
CONTRACT TYPE:	LUMP SUM
CASUALTY INS RATE:	
CS ALLOCATION RATE:	
PR BURDEN RATE:	
SUBGUARD RATE:	
CCIP:	

CONTRACT SCHEDULE STATUS:

CONTRACT START DATE:	
CONTRACT FINISH DATE:	
ESTIMATED CONTRACT FINISH	

PERSONNEL DATA:

BUS UNIT LEAD:	3189319	SANDEEN, JEFFREY A
PROJECT MGR:	899688	STARCEVIC, NICHOLAS
PROJECT ACCT:	3919959	ASHE, CANDICE LYNN
PROJECT EXEC:		
PROJ ENG:		

PROJECTED PROFIT:

10/26/2018	(1,547)	.00
09/28/2018	(1,547)	.00
08/31/2018	(1,547)	.00
07/27/2018	(1,400)	.00
06/29/2018	(1,105)	.00

FINANCIAL SUMMARY:

ORIGINAL CONTRACT AMOUNT:	0
REVENUE BUDGET TRANSFERS	0
CHANGE ORDERS:	0
REVISED CONTRACT AMOUNT:	0

PROFIT:

CURRENT FEE BUDGET:	0
CHANGE ORDER FEE:	0
TOTAL BUDGET PROFIT:	0
PROJECTED SAVINGS/(LOSS):	(1,547)
PROJECTED TOTAL PROFIT:	(1,547)

BUYOUT STATUS:

SUBCONTRACTOR:	.00

OWNER BILLINGS SUMMARY:

TOTAL BILLED TO DATE(GROSS):	0
TOTAL TAXED TO DATE(GROSS):	0
RETENTION HELD:	0
COLLECTED TO DATE:	0
OPEN A/R BALANCE:	0

A/R Aging:

CURRENT	0
31-60	0
61-90	0
Over 90	0
Total	0

	Original Budget	Budget Transfers	Change Orders	Revised Budget	% Budget Complete	Total Commitments	Cost This Period	Cost to Date	Cost to Complete	Revenue/Cost at Completion	Savings or (Loss)	Amount Change	True % Comple
GENERAL CONDITIONS	0	0	0	0	0	0	0	1,547	0	1,547	(1,547)	0	100%
SUBTOTAL - CONTRACT COST	0	0	0	0	0	0	0	1,547	0	1,547	(1,547)	0	100%
TOTAL VARIANCE:	0	0	0	0						(1,547)			

BBC Labor CCD 014 Cost to Date - $1,547.00
Costs Previously Billed Thru Pay App 042 - $1,400.00
Cost to be Billed OCO 19 (Pay App 043) - $147.00

R - 4115

ELECTRONICALLY FILED - 2023 May 12 8:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CCD #15	SHIFT LUGGAGE ROOM DOOR							
Subcontractor		18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct
PRECISION WALLS								
LCCM								
BMCC								
WATSON								
PASCO								
MERIT								
1ST CHOICE								
TATE								
TRIMARK								
SUB TOTAL		$ -	$ -	$ -	$ -	$ -	$ -	$ -
BBC		$ -				$ 152.00		
MARKUP		$ -	$ -	$ -	$ -	$ 9.12	$ -	$ -
TOTAL		$ -	$ -	$ -	$ -	$ 161.12	$ -	$ -

TOTAL CCD $ 161.12

ELECTRONICALLY FILED - 2023 May 12 8:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CCD #16	BAR EQUIPMENT							
Subcontractor		18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct
PRECISION WALLS								
LCCM								
BMCC								
WATSON								
PASCO								
MERIT								
1ST CHOICE								
TATE								
TRIMARK					$ 16,255.05			
SUB TOTAL		$ -	$ -	$ -	$ 16,255.05	$ -	$ -	$ -
BBC		$ -	$ 593.00	$ 727.00	$ 592.00	$ 400.00	$1,007.00	
MARKUP		$ -	$ 35.58	$ 43.62	$ 1,010.82	$ 24.00	$ 60.42	$ -
TOTAL		$ -	$ 628.58	$ 770.62	$ 17,857.87	$ 424.00	$1,067.42	$ -

TOTAL CCD $ 20,748.49

	Description of Service
Alec Dooley	Administration of Change Orders and Billings, Field Coordination
Nick Starcevic	Submittals, Field Coordination, and Administation of Change Orders and Billings
AJ Wertzberger	Field Coordination

ELECTRONICALLY FILED - 2023 May 12 8:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CCD #17	PIU 2-3 ACCESS PANELS							
Subcontractor		18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct
PRECISION WALLS				$2,235.00				
LCCM								
BMCC								
WATSON								
PASCO								
MERIT								
1ST CHOICE								
TATE								
TRIMARK								
SUB TOTAL		$ -	$ -	$2,235.00	$ -	$ -	$ -	$ -
BBC		$ -	$ -	$ 142.00	$ 536.00	$ -	$ -	$ -
MARKUP		$ -	$ -	$ 142.62	$ 32.16	$ -	$ -	$ -
TOTAL		$ -	$ -	$2,519.62	$ 568.16	$ -	$ -	$ -

TOTAL CCD $ 3,087.78

ELECTRONICALLY FILED - 2023 May 12 8:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CCD #19	SHIFT FIRE ALARM 200V							
Subcontractor		18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct	18-Nov
PRECISION WALLS								
LCCM								
BMCC								
WATSON								
PASCO								
MERIT								
1ST CHOICE								
TATE								
TRIMARK								
TOTAL								
BBC					$ 458.00	$ -	$ -	$ 305.00
MARKUP					$ 27.48	$ -	$ -	$ 18.30
TOTAL MONTH	$ -	$ -	$ -	$ -	$ 485.48	$ -	$ -	$ 323.30

TOTAL CCD $ 808.78

	Description of Service
Tim Spano	Field Coordination / AHJ Review
Nick Starcevic	Field Review with Subcontractor

ELECTRONICALLY FILED - 2023 May 12 8:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CCD #21	Ice Maker Chilled Water Feeds							
Subcontractor		18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct
PRECISION WALLS								
LCCM								
BMCC								
WATSON								
PASCO								
MERIT								
1ST CHOICE								
TATE								
TRIMARK								
TOTAL								
BBC					$ 647.00			
MARKUP					$ 38.82	$ -	$ -	$ -
Total					$ 685.82	$ -	$ -	$ -

TOTAL CCD $ 685.82

ELECTRONICALLY FILED - 2023 May 12 8:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

The Hotel at Marion Square

CCD 022 Tracking Matrix

Balfour Beatty Construction
10/26/2018

CCD #22	Relocate Patisserie Back Counter Shelf							
Subcontractor		18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct
PRECISION WALLS						$ 380.00		
LCCM						$4,103.00		
BMCC								
WATSON								$ 133.52
PASCO								
MERIT								$5,623.93
1ST CHOICE								
TATE								
TRIMARK								
TOTAL						$4,483.00		$5,757.45
BBC						$ -		$ 528.00
MARKUP					$ -	$ 268.98	$ -	$ 377.13
Total					$ -	$4,751.98	$ -	$6,662.58

TOTAL CCD $ 11,414.56

ELECTRONICALLY FILED - 2023 May 12 8:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Company 50540 BALFOUR BEATTY CONSTR, LLC-RTD
Job Number 13026422 MARION SQ-CCD22 PATISSERIE CAS

Owner 2859853 LIBRARY ASSOCIATES, LLC(BENNET

DATE CONTRACT SIGNED:	
CONTRACT TYPE:	LUMP SUM
CASUALTY INS RATE:	
CS ALLOCATION RATE:	
PR BURDEN RATE:	
SUBGUARD RATE:	
CCIP:	

CONTRACT SCHEDULE STATUS:

CONTRACT START DATE:	03/15/2014
CONTRACT FINISH DATE:	
ESTIMATED CONTRACT FINISH	

PERSONNEL DATA:

BUS UNIT LEAD:	3189319	SANDEEN, JEFFREY A
PROJECT MGR:	899688	STARCEVIC, NICHOLAS
PROJECT ACCT:	3919959	ASHE, CANDICE LYNN
PROJECT EXEC:		
PROJ ENG:		

PROJECTED PROFIT:

10/26/2018	(528)	.00
09/28/2018	(203)	.00
08/31/2018	.0	.00
07/27/2018	.0	.00
06/29/2018	.0	.00

FINANCIAL SUMMARY:

ORIGINAL CONTRACT AMOUNT:	0
REVENUE BUDGET TRANSFERS	0
CHANGE ORDERS:	0
REVISED CONTRACT AMOUNT:	0

PROFIT:

CURRENT FEE BUDGET:	0
CHANGE ORDER FEE:	0
TOTAL BUDGET PROFIT:	0
PROJECTED SAVINGS/(LOSS):	(528)
PROJECTED TOTAL PROFIT:	(528)

BUYOUT STATUS:

SUBCONTRACTOR:	.00

OWNER BILLINGS SUMMARY:

TOTAL BILLED TO DATE(GROSS):	0
TOTAL TAXED TO DATE(GROSS):	0
RETENTION HELD:	0
COLLECTED TO DATE:	0
OPEN A/R BALANCE:	0

A/R Aging:

CURRENT	0
31-60	0
61-90	0
Over 90	0
Total	0

	Original Budget	Budget Transfers	Change Orders	Revised Budget	% Budget Complete	Total Commitments	Cost This Period	Cost to Date	Cost to Complete	Revenue/Cost at Completion	Savings or (Loss)	Amount Change	True % Comple
GENERAL CONDITIONS	0	0	0	0	0	0	325	528	0	528	(528)	(325)	100%
SUBTOTAL - CONTRACT COST	0	0	0	0	0	0	325	528	0	528	(528)	(325)	100%
TOTAL VARIANCE:	0	0	0	0						(528)			

BBC Labor CCD 022 Cost to Date - $528.00
Costs Previously Billed Thru Pay App 042 - $0.00
Cost to be Billed OCO 19 (Pay App 043) - $528.00

R - 4122

ELECTRONICALLY FILED - 2023 May 12 8:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

PROPOSED CHANGE ORDER

Watson Electrical
3215 Fortune Drive, Suite 109
North Chalreston, South Carolina 29418

CCN #	**192**
Date:	9/17/2018
Project Name:	Marion Square Hotel
Project Number:	21046
Page Number:	1

Client Address:

Balfour Beatty Construction
306 Meeting Street
Charleston, South Carolina

Work Description

We reserve the right to correct this quote for errors and omissions.

This CCD# 22 includes the labor and material to mount lighting and device boxes in the coffee area.

This quote covers direct costs only and we reserve the right to claim for impact and consequential costs.
This price is good for acceptance within **30** days from the date of receipt.
We request a time extension of **1** days.
We will supply and install all materials, labor, and equipment as per your instructions on **<CCN_192_Device Mounting in Coffee Area> <ccn_192>.**

Itemized Breakdown

Description	Qty	Net Price	U	Total Mat.	Labor	U	Total Hrs.
DEV BOX 2 1/2" DEEP 1/2" KO	2	284.02	C	5.68	35.00	C	0.00
4x 1 1/2" SQ BOX 1/2" KO	2	46.67	C	0.93	40.00	C	0.00
4" SQ 1G PLSTR RING 5/8" RISE	2	32.96	C	0.66	25.00	C	0.00
1G DUPLEX REC PLATE - PLASTIC IVY	1	19.00	C	0.19	15.00	C	0.00
20A 125V DUP REC - IVY (SG)	1	340.00	C	3.40	45.00	C	0.00
Totals	**8**			**10.86**			**0.00**

Summary

General Materials		10.86
Material Tax	(@ 8.500 %)	0.92
Material Total		**11.78**
JOURNEYMAN	(2.00 Hrs @ $52.00)	104.00
MILEAGE	(2.00 @ 0.00 @ $2.50 + 0.000 % + 0.000 % + 0.000 %)	5.00
CONSUMABLES	(2.00 @ 0.00 @ $0.30 + 0.000 % + 0.000 % + 0.000 %)	0.60
Subtotal		**121.38**
	(@ 10.000 %)	12.14
Subtotal		**133.52**
Final Amount		**$133.52**

CONTRACTOR CERTIFICATION

ORIGINAL

R - 4123

ELECTRONICALLY FILED - 2023 May 12 8:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

PROPOSED CHANGE ORDER

Client Address:

Watson Electrical
3215 Fortune Drive, Suite 109
North Chalreston, South Carolina 29418

Balfour Beatty Construction
306 Meeting Street
Charleston, South Carolina

CCN #	**192**
Date:	9/17/2018
Project Name:	Marion Square Hotel
Project Number:	21046
Page Number:	2

Name: _____

Date: _____

Signature: _____
I hereby certify that this quotation is complete and accurate based on the information provided.

CLIENT ACCEPTANCE

CCN # 192
Final Amount: $133.52

Name: _____

Date: _____

Signature: _____

Change Order #: _____
I hereby accept this quotation and authorize the contractor to complete the above described work.

ORIGINAL

R - 4124

ELECTRONICALLY FILED - 2023 May 12 8:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

WATSON ELECTRICAL

CCN 192

DAILY TIME & MATERIAL WORK REPORT

Date	Job No.	Work Order No.
9-4-18	21046	CCD 22

M	T	W	T	F	S	S
	X					

Job Name: Marion Square

Description of Work: mounting boxes for rec & lights in coffee area

MATERIAL LIST

Quantity	Description	Rate	Amount
2	4" square boxes		
2	5/8" plaster rings		
2	2 cut in surface mounts (2 gang)		
2	single 20 amp 120V rec w/ covers		
	Call Am		
Total			$

LABOR LIST

Name	Title	Reg Hrs	Rate	OT Hrs	Rate	Amount
Chad Clark		2				
Total		2				$

EQUIPMENT LIST

Description	Hours	Rate	Amount	Mileage	Rate	Amount
Total						$

Completed By: [signature]
Watson Electrical Construction Co. LLC

☐ Job Complete ☒ Not Complete

Approved By: Scott Green [signature]

Form No. 447 (3/03)

R-4125

ELECTRONICALLY FILED - 2023 May 12 8:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

QUANTUM COATINGS

Change Order Request

Date: 10/15/2018

Request # **112**

Attention: Balfour Beatty- Alec Dooley/ Nick Starcevic

Project Name: **Marion Hotel**

From: Scott McCormack

RE: **CCD 22**

		Foreman		Journeyman		Material		Line Item Total
Date	Description	**Units**	**Unit Costs**	**Units**	**Unit Costs**	**Units**	**Unit Costs**	
9/25/2018	1st Floor - 4 Painters Prep Trim at Patisserie	10	$45.00		$40.00			$450.00
9/26/2018	1st floor - 2 Painters Prime & Paint Trim in Patisserie	10	$45.00		$40.00			$450.00
9/26/2018	1st Floor - 2 Painters Prime & Paint Walls in Patisserie	20	$45.00		$40.00			$900.00
9/27/2018	1st Floor - 2 Painters Final Paint at Trim in Patisserie	10	$45.00		$40.00			$450.00
9/28/2018	1st Floor - Prep, Prime & Paint Trim Around AC Vents in Patisserie	20	$45.00		$40.00			$900.00
			$45.00		$40.00			$0.00
								$0.00
								$0.00
								$0.00
	Subtotals	70	$3,150.00	0.0	$0.00		$0.00	$3,150.00

Overtime Required	**$1,575.00**

Sales Tax	9.0%	$0.00
Subtotal		**$4,725.00**
O&P	**15%**	**$ 708.75**
P&P Bond	**3.5%**	**$ 190.18**

TOTAL LABOR and MATERIAL	**$5,623.93**

R - 4126

ELECTRONICALLY FILED - 2023 May 12 8:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

QUANTUM COATINGS | EXTRA WORK ORDER

CUSTOMER'S ORDER NO.	OUR JOB #	DATE
		9-26-18
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

2 painters priming and painting trim in patisserie.

10 ~~20~~ hrs.

CCD 22

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

SIGNATURE _____ DATE 9-26-18

R - 4127

QUANTUM COATINGS | EXTRA WORK ORDER

CUSTOMER'S ORDER NO.	OUR JOB #	DATE
		9-25-18
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

4 painters prepping trim at. Patisserie.

10 ~~20~~ hrs.

CCD 22

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

SIGNATURE _____ DATE 9-25-18

ELECTRONICALLY FILED 2023 May 12 8:03 PM CHARLESTON COMMON PLEAS - CASE#2019CP1001108

QUANTUM COATINGS | EXTRA WORK ORDER

CUSTOMER'S ORDER NO.	OUR JOB #	DATE
		9-27-18
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

2 painters Final paint at trim in patisserie

20 hrs.

10

CCD 22

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

SIGNATURE _____ DATE 9-27-18

R-4128

QUANTUM COATINGS | EXTRA WORK ORDER

CUSTOMER'S ORDER NO.	OUR JOB #	DATE
		9-26-18
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

2 painters prime and paint walls at patisserie

20 hrs.

~~Bad charge~~

Patisserie CCD 22
moved speakers had to skim walls + re-paint

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

SIGNATURE _____ DATE 9-26-18

ELECTRONICALLY FILED - 2023 May 12 8:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

QUANTUM COATINGS

EXTRA WORK ORDER

CUSTOMER'S ORDER NO.	OUR JOB #	DATE
		9-28-18
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

Prep, Prime and paint trim around A.C vents in patisserie.

2 painters 20 hrs.

CCD 22

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

SIGNATURE [signature] DATE 9-28-18

R - 4129

ELECTRONICALLY FILED - 2023 May 12 8:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CCD #23	Fire Phones and Jacks							
Subcontractor		18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct
PRECISION WALLS								
LCCM								
BMCC								
WATSON								
PASCO								
MERIT						$ -		
1ST CHOICE								
TATE								
TRIMARK								
TOTAL								
BBC						$ -		
MARKUP					$ -	$ -	$ -	$ -
Total					$ -	$ -	$ -	$ -

TOTAL CCD $ -

ELECTRONICALLY FILED - 2023 May 12 8:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

The Hotel at Marion Square

CCD 024 Tracking Matrix

Balfour Beatty Construction
10/26/2018

CCD #24	Ballroom Can Lights								
Subcontractor		18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct	18-Nov
PRECISION WALLS									
LCCM									
BMCC									
WATSON								$1,085.04	
PASCO									
MERIT							$1,285.47		
1ST CHOICE									
TATE									
TRIMARK									
TOTAL							$1,285.47	$1,085.04	
BBC							$ -	$ 813.00	
MARKUP						$ -	$ 77.13	$ 113.88	
Total						$ -	$1,362.60	$2,011.92	

TOTAL CCD $ 3,374.52

ELECTRONICALLY FILED - 2023 May 12 8:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Company 50540 BALFOUR BEATTY CONSTR, LLC-RTD
Job Number 13026424 MARION SQ-CCD24 BALLROOM CAN

Owner 2859853 LIBRARY ASSOCIATES, LLC(BENNET

DATE CONTRACT SIGNED:	
CONTRACT TYPE:	LUMP SUM
CASUALTY INS RATE:	
CS ALLOCATION RATE:	
PR BURDEN RATE:	
SUBGUARD RATE:	
CCIP:	

CONTRACT SCHEDULE STATUS:

CONTRACT START DATE:	03/15/2014
CONTRACT FINISH DATE:	
ESTIMATED CONTRACT FINISH	

PERSONNEL DATA:

BUS UNIT LEAD:	3189319	SANDEEN, JEFFREY A
PROJECT MGR:	899688	STARCEVIC, NICHOLAS
PROJECT ACCT:	3919959	ASHE, CANDICE LYNN
PROJECT EXEC:		
PROJ ENG:		

PROJECTED PROFIT:

10/26/2018	(813)	.00
09/28/2018	(488)	.00
08/31/2018	.0	.00
07/27/2018	.0	.00
06/29/2018	.0	.00

FINANCIAL SUMMARY:

ORIGINAL CONTRACT AMOUNT:	0
REVENUE BUDGET TRANSFERS	0
CHANGE ORDERS:	0
REVISED CONTRACT AMOUNT:	0

PROFIT:

CURRENT FEE BUDGET:	0
CHANGE ORDER FEE:	0
TOTAL BUDGET PROFIT:	0
PROJECTED SAVINGS/(LOSS):	(813)
PROJECTED TOTAL PROFIT:	(813)

BUYOUT STATUS:

SUBCONTRACTOR:	.00

OWNER BILLINGS SUMMARY:

TOTAL BILLED TO DATE(GROSS):	0
TOTAL TAXED TO DATE(GROSS):	0
RETENTION HELD:	0
COLLECTED TO DATE:	0
OPEN A/R BALANCE:	0

A/R Aging:

CURRENT	0
31-60	0
61-90	0
Over 90	0
Total	0

	Original Budget	Budget Transfers	Change Orders	Revised Budget	% Budget Complete	Total Commitments	Cost This Period	Cost to Date	Cost to Complete	Revenue/Cost at Completion	Savings or (Loss)	Amount Change	True % Comple
GENERAL CONDITIONS	0	0	0	0	0	0	325	813	0	813	(813)	(325)	100%
SUBTOTAL - CONTRACT COST	0	0	0	0	0	0	325	813	0	813	(813)	(325)	100%
TOTAL VARIANCE:	0	0	0	0						(813)			

BBC Labor CCD 024 Cost to Date - $813.00
Costs Previously Billed Thru Pay App 042 - $0.00
Cost to be Billed OCO 19 (Pay App 043) - $813.00

R - 4132

ELECTRONICALLY FILED - 2023 May 12 8:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

PROPOSED CHANGE ORDER

Watson Electrical
3215 Fortune Drive, Suite 109
North Chalreston, South Carolina 29418

CCN #	**191**
Date:	9/17/2018
Project Name:	Marion Square Hotel
Project Number:	21046
Page Number:	1

Client Address:

Balfour Beatty Construction
306 Meeting Street
Charleston, South Carolina

Work Description

We reserve the right to correct this quote for errors and omissions.

This CCD# 24 includes the labor to remove 6 can lights on the 2nd floor in the ballroom, abandoned circuit.

This quote covers direct costs only and we reserve the right to claim for impact and consequential costs.
This price is good for acceptance within **30** days from the date of receipt.
We request a time extension of 1 days.
We will supply and install all materials, labor, and equipment as per your instructions on **<CCN_191_CCD 24> <ccn_CCD 24>.**

Itemized Breakdown

Description	Qty	Net Price	U	Total Mat.	Labor	U	Total Hrs.
DEMO FIXTURE RCSD DOWN LITE	6	0.00	E	0.00	0.37	E	0.00
Totals	**6**			**0.00**			**0.00**

Summary

JOURNEYMAN	(18.00 Hrs @ $52.00)	936.00
MILEAGE	(18.00 @ 0.00 @ $2.50 + 0.000 % + 0.000 % + 0.000 %)	45.00
CONSUMABLES	(18.00 @ 0.00 @ $0.30 + 0.000 % + 0.000 % + 0.000 %)	5.40
Subtotal		**986.40**
	(@ 10.000 %)	98.64
Subtotal		**1,085.04**
Final Amount		**$1,085.04**

CONTRACTOR CERTIFICATION

Name: _____

Date: _____

Signature: _____
I hereby certify that this quotation is complete and accurate based on the information provided.

ORIGINAL

R - 4133

ELECTRONICALLY FILED - 2023 May 12 8:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

PROPOSED CHANGE ORDER

Watson Electrical
3215 Fortune Drive, Suite 109
North Chalreston, South Carolina 29418

Client Address:

Balfour Beatty Construction
306 Meeting Street
Charleston, South Carolina

CCN #	**191**
Date:	9/17/2018
Project Name:	Marion Square Hotel
Project Number:	21046
Page Number:	2

CLIENT ACCEPTANCE

CCN # **191**
Final Amount: **$1,085.04**

Name: _____

Date: _____

Signature: _____

Change Order #: _____

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

ORIGINAL

R - 4134

ELECTRONICALLY FILED - 2023 May 12 8:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

WATSON ELECTRICAL

CCN 191

DAILY TIME & MATERIAL WORK REPORT

Date	Job No.	Work Order No.
8-27-18	21046	CCD 24

M	T	W	T	F	S	S	Job Name
X							Marion Square

Description of Work: removed 6 can lites in bathroom & abandoned circuit

MATERIAL LIST

Quantity	Description	Rate	Amount

Total $

LABOR LIST

Name	Title	Reg Hrs	Rate	OT Hrs	Rate	Amount
Tracy Howard		6				
Fred Powell		6				
Todd Brown		6				
	CCD 24			1-1:30		

Total 18 $

EQUIPMENT LIST

Description	Hours	Rate	Amount	Mileage	Rate	Amount

Total $

Completed By: [signature]
Watson Electrical Construction Co., LLC

Approved By: [signature] 8-27-18

☒ Job Complete ☐ Not Complete

Form No. 447 (3/03)

R 4135

ELECTRONICALLY FILED - 2023 May 12 8:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CCD #25	FCU Relocation in Electrical Room								
Subcontractor		18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct	18-Nov
PRECISION WALLS									
LCCM									
BMCC									
WATSON									
PASCO									
MERIT									
1ST CHOICE									
TATE									
TRIMARK									
TOTAL							$ -		
BBC							$ -	$ 467.00	$ -
MARKUP						$ -	$ -	$ 28.02	$ -
Total						$ -	$ -	$ 495.02	$ -

TOTAL CCD $ 495.02

ELECTRONICALLY FILED - 2023 May 12 8:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

BALFOUR BEATTY
Projected Final Cost Report
For the Period Ending October 26, 2018

Company 50540 BALFOUR BEATTY CONSTR, LLC-RTD
Job Number 13026425 MARION SQ-CCD25 FCU RELOC IN

Owner 2859853 LIBRARY ASSOCIATES, LLC(BENNET

DATE CONTRACT SIGNED:	
CONTRACT TYPE:	LUMP SUM
CASUALTY INS RATE:	
CS ALLOCATION RATE:	
PR BURDEN RATE:	
SUBGUARD RATE:	
CCIP:	

CONTRACT SCHEDULE STATUS:

CONTRACT START DATE:	03/15/2014
CONTRACT FINISH DATE:	
ESTIMATED CONTRACT FINISH	

PERSONNEL DATA:

BUS UNIT LEAD:	3189319	SANDEEN, JEFFREY A
PROJECT MGR:	899688	STARCEVIC, NICHOLAS
PROJECT ACCT:	3919959	ASHE, CANDICE LYNN
PROJECT EXEC:		
PROJ ENG:		

PROJECTED PROFIT:

10/26/2018	(467)	.00
09/28/2018	(467)	.00
08/31/2018	.0	.00
07/27/2018	.0	.00
06/29/2018	.0	.00

FINANCIAL SUMMARY:

ORIGINAL CONTRACT AMOUNT:	0
REVENUE BUDGET TRANSFERS	0
CHANGE ORDERS:	0
REVISED CONTRACT AMOUNT:	0

PROFIT:

CURRENT FEE BUDGET:	0
CHANGE ORDER FEE:	0
TOTAL BUDGET PROFIT:	0
PROJECTED SAVINGS/(LOSS):	(467)
PROJECTED TOTAL PROFIT:	(467)

BUYOUT STATUS:

SUBCONTRACTOR:	.00

OWNER BILLINGS SUMMARY:

TOTAL BILLED TO DATE(GROSS):	0
TOTAL TAXED TO DATE(GROSS):	0
RETENTION HELD:	0
COLLECTED TO DATE:	0
OPEN A/R BALANCE:	0

A/R Aging:

CURRENT	0
31-60	0
61-90	0
Over 90	0
Total	0

	Original Budget	Budget Transfers	Change Orders	Revised Budget	% Budget Complete	Total Commitments	Cost This Period	Cost to Date	Cost to Complete	Revenue/Cost at Completion	Savings or (Loss)	Amount Change	True % Comple
GENERAL CONDITIONS	0	0	0	0	0	0	0	467	0	467	(467)	0	100%
SUBTOTAL - CONTRACT COST	0	0	0	0	0	0	0	467	0	467	(467)	0	100%
TOTAL VARIANCE:	0	0	0	0						(467)			

BBC Labor CCD 025 Cost to Date - $467.00
Costs Previously Billed Thru Pay App 042 - $0.00
Cost to be Billed OCO 19 (Pay App 043) - $467.00

ELECTRONICALLY FILED - 2023 May 12 8:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CCD #27	Garage Ramp Ceiling								
Subcontractor		18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct	18-Nov
PRECISION WALLS									
LCCM									
BMCC									
WATSON									
PASCO									
MERIT									
1ST CHOICE									
TATE									
TRIMARK									
TOTAL							$ -		
BBC							$ -	$ 407.00	$ -
MARKUP						$ -	$ -	$ 24.42	$ -
Total						$ -	$ -	$ 431.42	$ -

TOTAL CCD $ 431.42

ELECTRONICALLY FILED - 2023 May 12 8:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

BALFOUR BEATTY
Projected Final Cost Report
For the Period Ending October 26, 2018

Company 50540 BALFOUR BEATTY CONSTR, LLC-RTD
Job Number 13026427 MARION SQ-CCD027 GARAGE RAMP

Owner 2859853 LIBRARY ASSOCIATES, LLC(BENNET

DATE CONTRACT SIGNED:	
CONTRACT TYPE:	LUMP SUM
CASUALTY INS RATE:	
CS ALLOCATION RATE:	
PR BURDEN RATE:	
SUBGUARD RATE:	
CCIP:	

CONTRACT SCHEDULE STATUS:

CONTRACT START DATE:	03/15/2014
CONTRACT FINISH DATE:	
ESTIMATED CONTRACT FINISH	

PERSONNEL DATA:

BUS UNIT LEAD:	3189319	SANDEEN, JEFFREY A
PROJECT MGR:	899688	STARCEVIC, NICHOLAS
PROJECT ACCT:	3919959	ASHE, CANDICE LYNN
PROJECT EXEC:		
PROJ ENG:		

PROJECTED PROFIT:

10/26/2018	(407)	.00
09/28/2018	(163)	.00
08/31/2018	.0	.00
07/27/2018	.0	.00
06/29/2018	.0	.00

FINANCIAL SUMMARY:

ORIGINAL CONTRACT AMOUNT:	0
REVENUE BUDGET TRANSFERS	0
CHANGE ORDERS:	0
REVISED CONTRACT AMOUNT:	0

PROFIT:

CURRENT FEE BUDGET:	0
CHANGE ORDER FEE:	0
TOTAL BUDGET PROFIT:	0
PROJECTED SAVINGS/(LOSS):	(407)
PROJECTED TOTAL PROFIT:	(407)

BUYOUT STATUS:

SUBCONTRACTOR:	.00

OWNER BILLINGS SUMMARY:

TOTAL BILLED TO DATE(GROSS):	0
TOTAL TAXED TO DATE(GROSS):	0
RETENTION HELD:	0
COLLECTED TO DATE:	0
OPEN A/R BALANCE:	0

A/R Aging:

CURRENT	0
31-60	0
61-90	0
Over 90	0
Total	0

	Original Budget	Budget Transfers	Change Orders	Revised Budget	% Budget Complete	Total Commitments	Cost This Period	Cost to Date	Cost to Complete	Revenue/Cost at Completion	Savings or (Loss)	Amount Change	True % Comple
GENERAL CONDITIONS	0	0	0	0	0	0	244	407	0	407	(407)	(244)	100%
SUBTOTAL - CONTRACT COST	0	0	0	0	0	0	244	407	0	407	(407)	(244)	100%
TOTAL VARIANCE:	0	0	0	0						(407)			

BBC Labor CCD 027 Cost to Date - $407.00
Costs Previously Billed Thru Pay App 042 - $0.00
Cost to be Billed OCO 19 (Pay App 043) - $407.00

R - 4139

ELECTRONICALLY FILED - 2023 May 12 8:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CCD #28	Support for DAS System								
Subcontractor		18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct	18-Nov
PRECISION WALLS									
LCCM									
BMCC									
WATSON									
PASCO									
MERIT									
1ST CHOICE									
TATE									
TRIMARK									
TOTAL							$ -		
BBC							$ -	$ 488.00	$ -
MARKUP						$ -	$ -	$ 29.28	$ -
Total						$ -	$ -	$ 517.28	$ -

TOTAL CCD $ 517.28

ELECTRONICALLY FILED - 2023 May 12 8:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

BALFOUR BEATTY
Projected Final Cost Report
For the Period Ending October 26, 2018

Company 50540 BALFOUR BEATTY CONSTR, LLC-RTD
Job Number 13026428 MARION SQ-CCD0287 BDA/DAS SYS

Owner 2859853 LIBRARY ASSOCIATES, LLC(BENNET

DATE CONTRACT SIGNED:	
CONTRACT TYPE:	LUMP SUM
CASUALTY INS RATE:	
CS ALLOCATION RATE:	
PR BURDEN RATE:	
SUBGUARD RATE:	
CCIP:	

CONTRACT SCHEDULE STATUS:

CONTRACT START DATE:	03/15/2014
CONTRACT FINISH DATE:	
ESTIMATED CONTRACT FINISH	

PERSONNEL DATA:

BUS UNIT LEAD:	3189319	SANDEEN, JEFFREY A
PROJECT MGR:	899688	STARCEVIC, NICHOLAS
PROJECT ACCT:	3919959	ASHE, CANDICE LYNN
PROJECT EXEC:		
PROJ ENG:		

PROJECTED PROFIT:

10/26/2018	(488)	.00
09/28/2018	(163)	.00
08/31/2018	.0	.00
07/27/2018	.0	.00
06/29/2018	.0	.00

FINANCIAL SUMMARY:

ORIGINAL CONTRACT AMOUNT:	0
REVENUE BUDGET TRANSFERS	0
CHANGE ORDERS:	0
REVISED CONTRACT AMOUNT:	0

PROFIT:

CURRENT FEE BUDGET:	0
CHANGE ORDER FEE:	0
TOTAL BUDGET PROFIT:	0
PROJECTED SAVINGS/(LOSS):	(488)
PROJECTED TOTAL PROFIT:	(488)

BUYOUT STATUS:

SUBCONTRACTOR:	.00

OWNER BILLINGS SUMMARY:

TOTAL BILLED TO DATE(GROSS):	0
TOTAL TAXED TO DATE(GROSS):	0
RETENTION HELD:	0
COLLECTED TO DATE:	0
OPEN A/R BALANCE:	0

A/R Aging:

CURRENT	0
31-60	0
61-90	0
Over 90	0
Total	0

	Original Budget	Budget Transfers	Change Orders	Revised Budget	% Budget Complete	Total Commitments	Cost This Period	Cost to Date	Cost to Complete	Revenue/Cost at Completion	Savings or (Loss)	Amount Change	True % Comple
GENERAL CONDITIONS	0	0	0	0	0	0	325	488	0	488	(488)	(325)	100%
SUBTOTAL - CONTRACT COST	0	0	0	0	0	0	325	488	0	488	(488)	(325)	100%
TOTAL VARIANCE:	0	0	0	0						(488)			

BBC Labor CCD 028 Cost to Date - $488.00
Costs Previously Billed Thru Pay App 042 - $0.00
Cost to be Billed OCO 19 (Pay App 043) - $488.00

R - 4141

ELECTRONICALLY FILED - 2023 May 12 8:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CCD #30	Kitchen Lighting Additions								
Subcontractor		18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct	18-Nov
PRECISION WALLS									
LCCM									
BMCC									
WATSON								$5,169.05	
PASCO									
MERIT									
1ST CHOICE									
TATE									
TRIMARK									
TOTAL							$ -	$5,169.05	
BBC							$ -	$1,525.00	$ -
MARKUP						$ -	$ -	$ 401.64	$ -
Total						$ -	$ -	$7,095.69	$ -

TOTAL CCD $ 7,095.69

ELECTRONICALLY FILED - 2023 May 12 8:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Company 50540 BALFOUR BEATTY CONSTR, LLC-RTD
Job Number 13026403 MARION SQ-CCD030 KITCHEN LIGHT

Owner 2859853 LIBRARY ASSOCIATES, LLC(BENNET

DATE CONTRACT SIGNED:	
CONTRACT TYPE:	LUMP SUM
CASUALTY INS RATE:	
CS ALLOCATION RATE:	
PR BURDEN RATE:	
SUBGUARD RATE:	
CCIP:	

CONTRACT SCHEDULE STATUS:

CONTRACT START DATE:	03/15/2014
CONTRACT FINISH DATE:	
ESTIMATED CONTRACT FINISH	

PERSONNEL DATA:

BUS UNIT LEAD:	3189319	SANDEEN, JEFFREY A
PROJECT MGR:	899688	STARCEVIC, NICHOLAS
PROJECT ACCT:	3919959	ASHE, CANDICE LYNN
PROJECT EXEC:		
PROJ ENG:		

PROJECTED PROFIT:

10/26/2018	(1,525)	.00
09/28/2018	(1,199)	.00
08/31/2018	.0	.00
07/27/2018	.0	.00
06/29/2018	.0	.00

FINANCIAL SUMMARY:

ORIGINAL CONTRACT AMOUNT:	0
REVENUE BUDGET TRANSFERS	0
CHANGE ORDERS:	0
REVISED CONTRACT AMOUNT:	0

PROFIT:

CURRENT FEE BUDGET:	0
CHANGE ORDER FEE:	0
TOTAL BUDGET PROFIT:	0
PROJECTED SAVINGS/(LOSS):	(1,525)
PROJECTED TOTAL PROFIT:	(1,525)

BUYOUT STATUS:

SUBCONTRACTOR:	.00

OWNER BILLINGS SUMMARY:

TOTAL BILLED TO DATE(GROSS):	0
TOTAL TAXED TO DATE(GROSS):	0
RETENTION HELD:	0
COLLECTED TO DATE:	0
OPEN A/R BALANCE:	0

A/R Aging:

CURRENT	0
31-60	0
61-90	0
Over 90	0
Total	0

	Original Budget	Budget Transfers	Change Orders	Revised Budget	% Budget Complete	Total Commitments	Cost This Period	Cost to Date	Cost to Complete	Revenue/Cost at Completion	Savings or (Loss)	Amount Change	True % Comple
GENERAL CONDITIONS	0	0	0	0	0	0	325	1,525	0	1,525	(1,525)	(325)	100%
SUBTOTAL - CONTRACT COST	0	0	0	0	0	0	325	1,525	0	1,525	(1,525)	(325)	100%
TOTAL VARIANCE:	0	0	0	0						(1,525)			

BBC Labor CCD 030 Cost to Date - $1,525.00
Costs Previously Billed Thru Pay App 042 - $0.00
Cost to be Billed OCO 19 (Pay App 043) - $1,525.00

R - 4143

ELECTRONICALLY FILED - 2023 May 12 8:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

PROPOSED CHANGE ORDER

Watson Electrical
3215 Fortune Drive, Suite 109
North Chalreston, South Carolina 29418

CCN #	**193**
Date:	9/28/2018
Project Name:	Marion Square Hotel
Project Number:	21046
Page Number:	1

Client Address:

Balfour Beatty Construction
306 Meeting Street
Charleston, South Carolina

Work Description

We reserve the right to correct this quote for errors and omissions.

This CCD # 30 includes the work to add lighting the the kitchens on 1st, 2nd, and 9th floor kitchens.

This quote covers direct costs only and we reserve the right to claim for impact and consequential costs.
This price is good for acceptance within **30** days from the date of receipt.
We request a time extension of **5** days.
We will supply and install all materials, labor, and equipment as per your instructions on **<CCN_193_CCD# 30> <ccn_193>.**

Itemized Breakdown

Description	Qty	Net Price	U	Total Mat.	Labor	U	Total Hrs.
#12/2C CABLE MC - STL ARMOR	350	417.74	M	146.21	45.00	M	0.00
3/8" CONN SADDLEGRIP DC FOR FLEX / AC-90 / MC	98	78.74	C	77.17	9.00	C	0.00
WIRE CONN RED	123	10.41	C	12.80	9.00	C	0.00
4x 1 1/2" OCT BOX 1/2" KO	8	142.13	C	11.37	40.00	C	0.00
4" OCT BLANK COVER	4	59.44	C	2.38	10.00	C	0.00
4 11/16x 1 1/2" SQ BOX 1/2" KO	5	500.07	C	25.00	40.00	C	0.00
12" BRACKET W/ SLOTTED HOLE 7 1/2" FROM END GR	13	0.00	C	0.00	12.00	C	0.00
2' x 2' DROP-IN T-BAR	3	0.00	E	0.00	1.84	E	0.00
2' x 4' DROP-IN T-BAR	3	0.00	E	0.00	1.84	E	0.00
6" RCSD DNLT HSG - T RATED - 120V	5	0.00	E	0.00	1.44	E	0.00
24" 3500K 86 CRI 17W LAMP - T8	6	0.00	E	0.00	0.10	E	0.00
48" 3500K 86 CRI 32W LAMP - T8	6	0.00	E	0.00	0.14	E	0.00
100A-120V IF LAMP	5	0.00	E	0.00	0.05	E	0.00
Totals	**629**			**274.93**			**0.00**

Summary

General Materials		274.93
LIGHTING FIXTURES		1,657.00
Material Tax	(@ 8.500 %)	164.21
Material Total		**2,096.14**
JOURNEYMAN	(47.50 Hrs @ $52.00)	2,470.00
MILEAGE	(47.50 @ 0.00 @ $2.50 + 0.000 % + 0.000 % + 0.000 %)	118.75
CONSUMABLES	(47.50 @ 0.00 @ $0.30 + 0.000 % + 0.000 % + 0.000 %)	14.25
Subtotal		**4,699.14**
	(@ 10.000 %)	469.91

ORIGINAL

R - 4144

ELECTRONICALLY FILED - 2023 May 12 8:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

PROPOSED CHANGE ORDER

Client Address:

Watson Electrical
3215 Fortune Drive, Suite 109
North Chalreston, South Carolina 29418

Balfour Beatty Construction
306 Meeting Street
Charleston, South Carolina

CCN #	**193**
Date:	9/28/2018
Project Name:	Marion Square Hotel
Project Number:	21046
Page Number:	2

Summary (Cont'd)

Subtotal	**5,169.05**
Final Amount	**$5,169.05**

CONTRACTOR CERTIFICATION

Name: _____

Date: _____

Signature: _____

I hereby certify that this quotation is complete and accurate based on the information provided.

CLIENT ACCEPTANCE

CCN # 193
Final Amount: $5,169.05

Name: _____

Date: _____

Signature: _____

Change Order #: _____

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

ORIGINAL

ELECTRONICALLY FILED - 2023 May 12 8:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Plaintiff Balfour Beatty's Trial Exhibit # 226

(Part 14 of 16)

ELECTRONICALLY FILED - 2023 May 12 8:08 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

ELECTRONICALLY FILED - 2023 May 12 8:08 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Kaissene (A)

CCN 193

WATSON ELECTRICAL

DAILY TIME & MATERIAL WORK REPORT

Date	Job No.	Work Order No.
9-17-18	21046	CCD 30

M	T	W	T	F	S	S	Job Name
X							

Description of Work: Add'l 2x4' lites in patisserie kitchen

MATERIAL LIST

Quantity	Description	Rate	Amount
12	2x4' LED lites		
12	Red wire nuts		
16	3/4" connects		
100'	12/2 MC		
	1-4 pm		

Total $

LABOR LIST

Name	Title	Reg Hrs	Rate	OT Hrs	Rate	Amount
J Hamm	Clerk	3				

Total 3 $

EQUIPMENT LIST

Description	Hours	Rate	Amount	Mileage	Rate	Amount

Total $

Completed By:

Watson Electrical Construction Co. LLC

☐ Job Complete ☒ Not Complete

Approved By: [signature] 9-17-18

Form No. 447 (3/03)

Revised 447

Pat Hissenett

CLN 193

WATSON ELECTRICAL

DAILY TIME & MATERIAL WORK REPORT

Date	Job No.	Work Order No.
9-18-18	21046	CCD 30

M	Tu	W	T	F	S	S	Job Name

Description of Work: Adding lites to kitchen

MATERIAL LIST

Quantity	Description	Rate	Amount
1	2x2' Rec D. Lite		
5	15 1/2 mtg		
1	Red incandescents		
2	3/8" Compactors w/ Bushings		
1	2'x4' Lite		
Total			$

LABOR LIST

Name	Title	Reg Hrs	Rate	OT Hrs	Rate	Amount
Jonathan Charles		5				
		5				
Total						$

EQUIPMENT LIST

Description	Hours	Rate	Amount	Mileage	Rate	Amount
Total						$

Completed By: [signature]
Watson Electrical Construction Co., LLC

Approved By: [signature]

☑ Job Complete ☐ Not Complete

Form No. 447 (3/03)

R 4148

ELECTRONICALLY FILED - 2023 May 12 8:08 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

WATSON ELECTRICAL

CCN 193

DAILY TIME & MATERIAL WORK REPORT

Date	Job No.	Work Order No.
9-18-18	21046	CCD 32

M | T ✓ | W | T | F | S | S | Job Name

Description of Work: Adding lights in kitchen

MATERIAL LIST

Quantity	Description	Rate	Amount
✓ 4	4" octagon boxes		
✓ 50'	1/2 MC		
✓ 4	3/4" MC connector w/ Bushings		
✓ 4	4" Round Blanks		
✓ 5	1/2 wire nuts		
✓ 4	Bar Brackets		
	Per = 5.30		
Total			$

LABOR LIST

Name	Title	Reg Hrs	Rate	OT Hrs	Rate	Amount
Fred Zavanni		3.5				
Total		3.5				$

EQUIPMENT LIST

Description	Hours	Rate	Amount	Mileage	Rate	Amount
Total						$

Completed By: [signature]

Watson Electrical Construction Co. LLC

☐ Job Complete ☒ Not Complete

Approved By: [signature]

Form No. 447 (3/03)

ELECTRONICALLY FILED - 2023 May 12 8:08 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

WATSON ELECTRICAL

-CCN 198

DAILY TIME & MATERIAL WORK REPORT

Date	Job No.	Work Order No.
9-19-18	21046	CCD 30

M	T	W	T	F	S	S	Job Name
		X					

Description of Work: Adding lites in kitchen

MATERIAL LIST

Quantity	Description	Rate	Amount
50'	1/2" MC		
2	3/4" connector w/bushing		
4	4" octagon boxes		
4	Box supports		
	M 7.30 = 9.00		
Total			$

LABOR LIST

Name	Title	Reg Hrs	Rate	OT Hrs	Rate	Amount
Fred Parrott		1 1/2				
TJ Michaud		1 1/2				
Total		3				$

EQUIPMENT LIST

Description	Hours	Rate	Amount	Mileage	Rate	Amount
Total						$

Completed By: J. Wilson

Approved By: [signature]

Watson Electrical Construction Co. LLC

☐ Job Complete ☒ Not Complete

Form No. 447 (3/03)

ELECTRONICALLY FILED - 2023 May 12 3:08 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

WATSON ELECTRICAL

CCN 193

DAILY TIME & MATERIAL WORK REPORT

Date	Job No.	Work Order No.
9-18-18	21046	CCD 30

M	T	W	T	F	S	S	Job Name
	X						

Description of Work: Adding and moving lites in kitchen

MATERIAL LIST

Quantity	Description	Rate	Amount
12	2'x4' Lites		
37'	1/2 MC		
6	3/8" MC Connectors w/Bushing		
10	Red Wire Nuts		
	10.30 - 5.30		
Total			$

LABOR LIST

Name	Title	Reg Hrs	Rate	OT Hrs	Rate	Amount
Jimmy Mike		5				
Total						$

EQUIPMENT LIST

Description	Hours	Rate	Amount	Mileage	Rate	Amount
Total						$

Completed By: [signature]

Watson Electrical Construction Co. LLC

☐ Job Complete ☒ Not Complete

Approved By: [signature]

Form No. 447 (3/03)

R-4151

DIVISION

ELECTRONICALLY FILED - 2023 May 12 8:08 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

WATSON ELECTRICAL

CCN 193

DAILY TIME & MATERIAL WORK REPORT

Date	Job No.	Work Order No.
9-19-18	21046	CCD 32 1st floor lighting

M	T	W	T	F	S	S	Job Name
		X					

Description of Work: Adding at removing lites

MATERIAL LIST

Quantity	Description	Rate	Amount
1	12 pk wire		
1	wire nuts (red)		
1	3/4" connectors w/ Bushing		
Total			$

LABOR LIST

Name	Title	Reg Hrs	Rate	OT Hrs	Rate	Amount
Johnson Chuck		10				
Electric Mike		8				
Total		18				$

EQUIPMENT LIST

Description	Hours	Rate	Amount	Mileage	Rate	Amount
Total						$

Completed By: [signature]

Watson Electrical Construction Co. LLC

☐ Job Complete ☒ Not Complete

Approved By: [signature]

Form No. 447 (3/03)

ELECTRONICALLY FILED - 2023 May 12 8:08 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

WATSON ELECTRICAL

CCN 193

DAILY TIME & MATERIAL WORK REPORT

Date	Job No.	Work Order No.
9-20-18	21046	CCD 30

Lyn Kathleen 1st Kitchen

M	T	W	T	F	S	S	Job Name
			X				

Description of Work: Adding 10" round LED surface mount lites in kitchen

MATERIAL LIST

Quantity	Description	Rate	Amount
5	10" LED Surface Dimmable 277V		
5	4 11/12 Boxes		
10	3/4 connector w/Bushings		
251	12-2 MC		
30	Red wire nuts		
5	Bar hanger Box support		
Total			$

LABOR LIST

Name	Title	Reg Hrs	Rate	OT Hrs	Rate	Amount
Fred Davenp		4				
				4	42	
T.T. pb hour		2			110 hr	
Total		6				$

EQUIPMENT LIST

Description	Hours	Rate	Amount	Mileage	Rate	Amount
Total						$

Completed By: [signature]

Watson Electrical Construction Co. LLC

Approved By: [signature]

☒ Job Complete ☐ Not Complete

Form No. 447 (3/03)

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WATSON ELECTRICAL

CCN 193

DAILY TIME & MATERIAL WORK REPORT

Date	Job No.	Work Order No.
9-19-18	21046	CED 30

M	T	W	T	F	S	S	Job Name

Description of Work: Adding lites

MATERIAL LIST

Quantity	Description	Rate	Amount
50'	12/2 MC		
10	3/4" MC connectors w/bushings		
12	Red Wire Nuts		
Total			$

LABOR LIST

Name	Title	Reg Hrs	Rate	OT Hrs	Rate	Amount
Fred Powell		2				
TJ Mahoney		2				
Total		4				$

EQUIPMENT LIST

Description	Hours	Rate	Amount	Mileage	Rate	Amount
Total						$

Completed By: [signature]

Watson Electrical Construction Co. LLC

[X] Job Complete [ ] Not Complete

Approved By: [signature]

Form No. 447 (3/03)

RD 4154

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The Hotel at Marion Square

CCD 033 Tracking Matrix

Balfour Beatty Construction
10/26/2018

CCD #33	Rooftop Back Bar								
Subcontractor		18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct	18-Nov
PRECISION WALLS									
LCCM								$1,271.00	
BMCC									
WATSON									
PASCO									
MERIT									
1ST CHOICE									
TATE									
TRIMARK									
SUB TOTAL							$ -	$1,271.00	$ -
BBC							$ -	$ -	$ -
MARKUP						$ -	$ -	$ 76.26	$ -
Total						$ -	$ -	$1,347.26	$ -

TOTAL CCD $ 1,347.26

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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: October 15, 2018
Invoice #: 2016-01.033.01
JOB NAME: *HMS CCD 033 Rooftop Back Bar*

Customer: Balfour Beatty

CCD #033 - ROOFTOP BACKBAR

			Subtotal	Overhead (15%)	
Materials			$0	$0	$0
Labor	Hours	Rate	Subtotal	Overhead (15%)	
Accounting	1.0	$40	$40	$6	$46
Estimating	1.0	$40	$40	$6	$46
PM	5.25	$75	$394	$59	$453
Engineer	4.25	$75	$319	$48	$367
CNC	0.0	$75	$0	$0	$0
Manufacturing	0.0	$30	$0	$0	$0
Finishing	0.0	$30	$0	$0	$0
Install Supervisor	2.0	$60	$120	$18	$138
Installation	4.0	$40	$160	$24	$184
	17.50		$1,073	$161	$1,233
Subtotal					$1,233
AWI Fee					$6
Bonding					$31
TOTAL					$1,271
LESS: xx					$0

Included is the time it took us to un-install the original back bar cabinets and move them down to the Basement

TOTAL **$1,271**

DUE AND PAYABLE UPON RECEIPT OF INVOICE.

THANK YOU FOR YOUR BUSINESS!

AWI ARCHITECTURAL WOODWORK INSTITUTE

CCD #36	Shutters							
Subcontractor		18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct
PRECISION WALLS								
LCCM								
BMCC								
WATSON								
PASCO								
MERIT						$ -		
1ST CHOICE								
TATE								
WARCO							$ -	
TOTAL						$ -	$ -	
BBC					$ -	$ -	$ -	$ 976.00
MARKUP					$ -	$ -	$ -	$ 58.56
Total					$ -	$ -	$ -	$1,034.56

TOTAL CCD $ 1,034.56

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Company 50540 BALFOUR BEATTY CONSTR, LLC-RTD
Job Number 13026436 MARION SQ-CCD036 S156R2 SHUTTE

Owner 2859853 LIBRARY ASSOCIATES, LLC(BENNET

DATE CONTRACT SIGNED:	
CONTRACT TYPE:	LUMP SUM
CASUALTY INS RATE:	
CS ALLOCATION RATE:	
PR BURDEN RATE:	
SUBGUARD RATE:	
CCIP:	

CONTRACT SCHEDULE STATUS:

CONTRACT START DATE:	03/15/2014
CONTRACT FINISH DATE:	
ESTIMATED CONTRACT FINISH	

PERSONNEL DATA:

BUS UNIT LEAD:	3189319	SANDEEN, JEFFREY A
PROJECT MGR:	899688	STARCEVIC, NICHOLAS
PROJECT ACCT:	3919959	ASHE, CANDICE LYNN
PROJECT EXEC:		
PROJ ENG:		

PROJECTED PROFIT:

10/26/2018	(976)	.00
09/28/2018	(651)	.00
08/31/2018	.0	.00
07/27/2018	.0	.00
06/29/2018	.0	.00

FINANCIAL SUMMARY:

ORIGINAL CONTRACT AMOUNT:	0
REVENUE BUDGET TRANSFERS	0
CHANGE ORDERS:	0
REVISED CONTRACT AMOUNT:	0

PROFIT:

CURRENT FEE BUDGET:	0
CHANGE ORDER FEE:	0
TOTAL BUDGET PROFIT:	0
PROJECTED SAVINGS/(LOSS):	(976)
PROJECTED TOTAL PROFIT:	(976)

BUYOUT STATUS:

SUBCONTRACTOR:	.00

OWNER BILLINGS SUMMARY:

TOTAL BILLED TO DATE(GROSS):	0
TOTAL TAXED TO DATE(GROSS):	0
RETENTION HELD:	0
COLLECTED TO DATE:	0
OPEN A/R BALANCE:	0

A/R Aging:

CURRENT	0
31-60	0
61-90	0
Over 90	0
Total	0

	Original Budget	Budget Transfers	Change Orders	Revised Budget	% Budget Complete	Total Commitments	Cost This Period	Cost to Date	Cost to Complete	Revenue/Cost at Completion	Savings or (Loss)	Amount Change	True % Comple
GENERAL CONDITIONS	0	0	0	0	0	0	325	976	0	976	(976)	(325)	100%
SUBTOTAL - CONTRACT COST	0	0	0	0	0	0	325	976	0	976	(976)	(325)	100%
TOTAL VARIANCE:	0	0	0	0						(976)			

BBC Labor CCD 036 Cost to Date - $976.00
Costs Previously Billed Thru Pay App 042 - $0.00
Cost to be Billed OCO 19 (Pay App 043) - $976.00

R - 4158

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Owner Change Order

Owner	X
Architect	X
Contractor	X
Field	
Other	

Project:
Hotel at Marion Square

Change Order Number: 019

Change Order Date: 10/19/2018

To Contractor: (*Name and address*):
Balfour Beatty Construction, LLC
306 Meeting Street, Ste. 300

Charleston, SC 29401

Architect's Project No: Owner Agreement
Contract Date:

The Contract is changed as follows:

Work performed on Construction Change Directive's to be billed in OCO 019.

Construction Change Directive 002 - Blackout windows	$172.79
Construction Change Directive 006 – Stair 4	$6,301.70
Construction Change Directive 007 – Dining Outlets	$517.28
Construction Change Directive 008 – Manager's Apartment	$603.12
Construction Change Directive 009 – 1st Floor Casework	$1,310.46
Construction Change Directive 010 – SI58R1	$603.14
Construction Change Directive 014 – Patisserie Column Detail	$155.82
Construction Change Directive 022 - Patisserie Back Counter Shelf	$6,662.58
Construction Change Directive 024 – Ballroom Can Lights	$2,011.92
Construction Change Directive 025 – FCU Relocation in Electrical Room	$495.02
Construction Change Directive 027 – Garage Ramp Ceiling	$431.42
Construction Change Directive 028 – Support for DAS System	$517.28
Construction Change Directive 030 – Kitchen Lights Additions	$7,095.69
Construction Change Directive 033 – Rooftop Lobby Bar Revised Millwork	$1,347.26
Construction Change Directive 036 – Shutter Revisions	$1,034.56
Subtotal	$27,603.82
Markups	$1,656.22
Owner Change Order 019R1 Total	$29,260.04

The original Contract Sum was	$59,344,747.00
Net change by previously authorized Change Orders	$5,550,634.83
The Contract Sum prior to this Change Order was	$64,895,381.83
The Contract Sum will be increased by this Change Order in the amount of	$29,260.04
The new Contract Sum including this Change Order will be	$64,924,641.87
The Contract Time will be increased / decreased	Not Included

The date of Substantial Completion as of the date of this Change Order therefore is 8/19/2017*

***NOTE:** This Change Order addresses those requests for costs and/or time associated with the Construction Change Directive and Request for Change (RCO) referenced above which are undisputed: however, this change order does not resolve related requests for costs and/or time which remain in dispute, and those requests are strictly reserved.

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

ARCHITECT *(Firm name)*	CONTRACTOR *(Firm name)*	OWNER *(Firm name)*
Winford Lindsay Architect	**Balfour Beatty Construction, LLC**	**Library Associates, LLC**
344 West Pike Street	1930 Camden Road Suite 280	17 Lockwood Drive
Lawrenceville, GA 30046	Charlotte, NC 28203	Charleston, SC 29401
ADDRESS	ADDRESS	ADDRESS
BY *(Signature)*	BY *(Signature)*	BY *(Signature)*
(Typed name) Jennifer Faulkinberry	*(Typed name)* David Simonton	*(Typed name)* Kim Brown
DATE	DATE 10/26/2018	DATE

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CONFIDENTIAL WORK PRODUCT HAND DELIVERED TO LA ONLY

BALFOUR BEATTY TIME AND CHARGES CCD-002-036 MARION SQUARE PROJECT October 19, 2018

Row Labels	Alpha Name	Sum of Total Pay	Sum of Hours
13026410	DOOLEY, ALEC MICHAEL	$1,255	17
	ELDRIDGE, JOHNNY CLAY	$810	13
	GREEN, STACY JEROME	$99	4
	PIENIAK, SHANTI RAYNE	$302	7
	SPANO, TIMOTHY N	$377	3
	STARCEVIC, NICHOLAS	$3,413	36.5
CCD-010 Total		$6,256	80.5
13026411	DOOLEY, ALEC MICHAEL	$217	3
	SPANO, TIMOTHY N	$661	6
	STARCEVIC, NICHOLAS	$336	4
CCD-011 Total		$1,214	13
13026412	DOOLEY, ALEC MICHAEL	$77	1
	STARCEVIC, NICHOLAS	$336	3
CCD-012 Total		$413	4
13026413	SPANO, TIMOTHY N	$475	5
	STARCEVIC, NICHOLAS	$397	5
CCD-013 Total		$872	10
13026414	LEDFORD, RYAN TIMOTHY	$115	2
	SPANO, TIMOTHY N	$518	4
	STARCEVIC, NICHOLAS	$404	5
	SZADY, FLYNN DOUGLASS	$235	8
	SIMONTON, DAVID M	$298	3
CCD-014 Total		$1,571	22
13026415	DOOLEY, ALEC MICHAEL	$143	2
CCD-015 Total		$143	2
13026416	DOOLEY, ALEC MICHAEL	$1,283	16
	SPANO, TIMOTHY N	$555	5
	STARCEVIC, NICHOLAS	$546	6.5
	WERTZBERGER, ARTHUR JOHI	$774	16
	SIMONTON, DAVID M	$298	3
CCD-016 Total		$3,457	46.5
13026417	LEDFORD, RYAN TIMOTHY	$56	1
	SPANO, TIMOTHY N	$683	6
CCD-017 Total		$739	7
13026419	SPANO, TIMOTHY N	$316	3
	STARCEVIC, NICHOLAS	$476	5.5
CCD-019 Total		$792	8.5
13026420	DOOLEY, ALEC MICHAEL	$753	10
	ELDRIDGE, JOHNNY CLAY	$174	4
	GREEN, STACY JEROME	$397	18

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CONFIDENTIAL WORK PRODUCT HAND DELIVERED TO LA ONLY

BALFOUR BEATTY TIME AND CHARGES CCD-002-036 MARION SQUARE PROJECT October 19, 2018

Row Labels	Alpha Name	Sum of Total Pay	Sum of Hours
	SPANO, TIMOTHY N	$1,322	13
	STARCEVIC, NICHOLAS	$710	8
	SZADY, FLYNN DOUGLASS	$29	1
	SIMONTON, DAVID M	$316	3
CCD-002 Total		$3,701	57
13026421	SPANO, TIMOTHY N	$322	3
	STARCEVIC, NICHOLAS	$358	4
CCD-021 Total		$679	7
13026430	SPANO, TIMOTHY N	$434	4
	STARCEVIC, NICHOLAS	$686	7
	WERTZBERGER, ARTHUR JOHI	$484	10
CCD-003 Total		$1,604	21
13026440	DALE, MARTIN J	$243	3
	DOOLEY, ALEC MICHAEL	$180	2
	SPANO, TIMOTHY N	$258	2.5
	STARCEVIC, NICHOLAS	$231	3
	SIMONTON, DAVID M	$117	1
CCD-004 Total		$1,029	11.5
13026450	DALE, MARTIN J	$173	2
	DOOLEY, ALEC MICHAEL	$69	1
	STARCEVIC, NICHOLAS	$148	2
CCD-005Total		$389	5
13026460	DALE, MARTIN J	$274	3
	DOOLEY, ALEC MICHAEL	$634	9
	PIENIAK, SHANTI RAYNE	$71	2
	SPANO, TIMOTHY N	$995	10.5
	STARCEVIC, NICHOLAS	$3,166	39.5
	SZADY, FLYNN DOUGLASS	$176	4
	SIMONTON, DAVID M	$885	8
CCD-006 Total		$6,202	76
13026470	DALE, MARTIN J	$170	2
	DOOLEY, ALEC MICHAEL	$354	5
	SPANO, TIMOTHY N	$708	7
	STARCEVIC, NICHOLAS	$3,070	38
	SIMONTON, DAVID M	$1,150	9
CCD-007 Total		$5,452	61
13026480	DOOLEY, ALEC MICHAEL	$713	10
	ELDRIDGE, JOHNNY CLAY	$1,240	21
	LEDFORD, RYAN TIMOTHY	$1,325	23
	PIENIAK, SHANTI RAYNE	$1,294	28.5
	SPANO, TIMOTHY N	$959	9

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CONFIDENTIAL WORK PRODUCT HAND DELIVERED TO LA ONLY

BALFOUR BEATTY TIME AND CHARGES CCD-002-036 MARION SQUARE PROJECT October 19, 2018

Row Labels	Alpha Name	Sum of Total Pay	Sum of Hours
	STARCEVIC, NICHOLAS	$2,700	33.5
	WERTZBERGER, ARTHUR JOHI	$339	7
	SIMONTON, DAVID M	$497	5
CCD-008 Total		$9,066	137
13026490	DOOLEY, ALEC MICHAEL	$782	11
	LEDFORD, RYAN TIMOTHY	$178	3
	PIENIAK, SHANTI RAYNE	$75	2
	SPANO, TIMOTHY N	$200	2
	STARCEVIC, NICHOLAS	$3,846	47.5
CCD-009 Total		$5,081	65.5
13026403	SPANO, TIMOTHY N	$451	4
	STARCEVIC, NICHOLAS	$846	9
	WERTZBERGER, ARTHUR JOHI	$408	8
CCD-030 Total		$1,705	21
13026422	SPANO, TIMOTHY N	$203	2
	STARCEVIC, NICHOLAS	$325	4
CCD-022 Total		$528	6
13026424	STARCEVIC, NICHOLAS	$841	10
CCD-024 Total		$841	10
13026425	SPANO, TIMOTHY N	$321	3
	STARCEVIC, NICHOLAS	$163	2
CCD-025 Total		$484	5
13026427	STARCEVIC, NICHOLAS	$436	5
CCD-027 Total		$436	5
13026428	STARCEVIC, NICHOLAS	$488	6
CCD-028 Total		$488	6
13026436	STARCEVIC, NICHOLAS	$976	12
CCD-036 Total		$976	12
Grand Total-10/18/18		$54,119	
Grand Total-9/21/18		$46,267	
Grand Total-8/14/18		$35,029	

CONFIDENTIAL WORK PRODUCT HAND DELIVERED TO LA ONLY

ELECTRONICALLY FILED - 2023 May 12 8:08 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

10/29/2018

CCD#		Description	Current Total	April Total (OCO 11)	May Total (OCO 13)	June Total (OCO 14)	July Total (OCO 15)	Aug Total (OCO 17)	Sept Total (OCO 18)	Oct Total (OCO 19)
1		VOID								
2		Blackout Windows	$ 47,287.41	$ 73.14	$ 17,458.20	$ 17,973.36	$ 4,335.40	$ 2,772.96	$ 4,501.56	$ 172.79
3		Custom Color Sprinkler Heads	$ 1,535.94	$ 145.22	$ 83.74	$ 167.48	$ 454.74	$ 171.72	$ 513.04	$ -
4		SI 61R1 Boardroom TV	$ 5,169.66	$ 2,495.24	$ 1,666.32	$ 780.20	$ 227.90	$ -	$ -	$ -
5		Cut Outs in Wall Above Ceilings for Plenum	$ 3,031.60	$ 2,947.86	$ 83.74	$ -	$ -	$ -	$ -	$ -
6		Stair 4	$ 68,688.64	$ 5,911.62	$ 5,546.98	$ 6,802.72	$ 18,029.43	$ 17,957.46	$ 8,138.73	$ 6,301.70
7		Dining Outlets	$ 17,094.94	$ 73.14	$ 1,106.64	$ 7,200.72	$ 4,046.20	$ 2,504.78	$ 1,646.18	$ 517.28
8		Manager's Apartment	$ 74,601.12	$ -	$ 5,781.24	$ 21,161.72	$ 15,450.07	$ (7,971.20)	$ 39,576.16	$ 603.12
9		1st Floor Casework	$ 43,822.14	$ -	$ 251.22	$ 894.64	$ 1,416.16	$ 33,890.32	$ 6,059.34	$ 1,310.46
10		SI 58R1	$ 11,882.71	$ -	$ 2,975.42	$ 742.00	$ 5,277.85	$ 1,270.94	$ 1,013.36	$ 603.14
11		Drain Pan Alarms	$ 1,241.26	$ -	$ 83.74	$ 174.90	$ 654.02	$ 85.86	$ 242.74	$ -
12		AC for Lighting Storage Room	$ 339.20	$ -	$ -	$ -	$ -	$ 85.86	$ 253.34	$ -
13		Shift Kitchen Tables Over Floor Sinks	$ 924.32	$ -	$ -	$ 590.42	$ 333.90	$ -	$ -	$ -
14		Pattisserie Column Detail	$ 1,639.82	$ -	$ 315.88	$ 228.96	$ 939.16	$ -	$ -	$ 155.82
15		Shift Luggage Room Door	$ 161.12	$ -	$ -	$ -	$ -	$ 161.12	$ -	$ -
16		Bar Equipment Additions	$ 20,748.49	$ -	$ 628.58	$ 770.62	$ 17,857.87	$ 424.00	$ 1,067.42	$ -
17		PIU 2-3 Access Panels	$ 3,087.78	$ -	$ -	$ 2,519.62	$ 568.16	$ -	$ -	$ -
18		Rooftop Bar T-Stat Relocation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
19		Shift Fire Alarm Horn Strobe	$ 485.48	$ -	$ -	$ -	$ 485.48	$ -	$ -	$ -
20		Low Voltage Additions (Coordination Only)	$ -	$ -	$ -	$ -	$ -	$ -		
21		Ice Maker Chilled Water Feed	$ 685.82	$ -	$ -	$ -	$ 685.82	$ -	$ -	$ -
22		Patisserie Back Counter Shelf	$ 11,414.56	$ -	$ -	$ -	$ -	$ 4,751.98	$ -	$ 6,662.58
23		Fireman's Phone Jacks	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
24		Ballroom Can Lights	$ 3,374.52	$ -	$ -	$ -	$ -	$ -	$ 1,362.60	$ 2,011.92
25		FCU Relocation in Electrical Room	$ 495.02	$ -	$ -	$ -	$ -	$ -	$ -	$ 495.02
26		Telkonet Thermostat Changes	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
27		Garage Ramp Ceiling	$ 431.42	$ -	$ -	$ -	$ -	$ -	$ -	$ 431.42
28		Support for DAS System	$ 517.28	$ -	$ -	$ -	$ -	$ -	$ -	$ 517.28
29		Concierge Lounge Food Prep	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
30		Kitchen Lighting Additions	$ 7,095.69	$ -	$ -	$ -	$ -	$ -	$ -	$ 7,095.69
31		Transfromer & Service Yard Screen Wall	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
32		DC-19 Fixture	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
33		Rooftop Lobby Bar Revised Millwork	$ 1,347.26	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,347.26
34		Grilles	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
35		Plynth	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
36		Shutter Revisions	$ 1,034.56	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,034.56
37		Tub Fixtures	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
38		Cobbles_Irrigation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
39		Wine Room	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
40		Doors to Attic Space	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
			$ -	$ -	$ -	$ -	$ -	$ -	$ -	
		Totals (Including OHP)	$ 313,841.99	$ 11,646.22	$ 35,981.70	$ 60,007.36	$ 70,762.17	$ 56,105.80	$ 64,374.46	$ 29,260.04

CCD#		BBC TOTALS	Current Total	April Total (OCO 11)	May Total (OCO 13)	June Total (OCO 14)	July Total (OCO 15)	Aug Total (OCO 17)	Sept Total (OCO 18)	Oct Total (OCO 19)
1		VOID								
2		Blackout Windows	$ 3,525.01	$ 69.00	$ 664.00	$ 922.00	$ 555.00	$ 214.00	$ 938.00	$ 163.01
3		Custom Color Sprinkler Heads	$ 1,449.00	$ 137.00	$ 79.00	$ 158.00	$ 429.00	$ 162.00	$ 484.00	$ -
4		SI 61R1 Boardroom TV	$ 988.00	$ 380.00	$ 319.00	$ 74.00	$ 215.00	$ -	$ -	$ -
5		Cut Outs in Wall Above Ceilings for Plenum	$ 378.00	$ 299.00	$ 79.00	$ -	$ -	$ -	$ -	$ -
6		Stair 4	$ 6,192.00	$ 899.00	$ 1,526.00	$ 1,030.00	$ 1,043.00	$ 406.00	$ 800.00	$ 488.00
7		Dining Outlets	$ 5,487.00	$ 69.00	$ 1,044.00	$ 610.00	$ 2,030.00	$ -	$ 1,246.00	$ 488.00
8		Manager's Apartment	$ 9,321.00	$ -	$ 1,049.00	$ 719.00	$ 5,314.00	$ 590.00	$ 1,080.00	$ 569.00
9		1st Floor Casework	$ 5,135.00	$ -	$ 237.00	$ 844.00	$ 1,336.00	$ (194.00)	$ 2,342.00	$ 570.00
10		SI 58R1	$ 5,702.00	$ -	$ 300.00	$ 700.00	$ 1,978.00	$ 1,199.00	$ 956.00	$ 569.00
11		Drain Pan Alarms	$ 1,171.00	$ -	$ 79.00	$ 165.00	$ 617.00	$ 81.00	$ 229.00	$ -
12		AC for Lighting Storage Room	$ 320.00	$ -	$ -	$ -	$ -	$ 81.00	$ 239.00	$ -
13		Shift Kitchen Tables Over Floor Sinks	$ 872.00	$ -		$ 557.00	$ 315.00	$ -	$ -	$ -
14		Pattisserie Column Detail	$ 1,694.00	$ -	$ 298.00	$ 216.00	$ 886.00	$ 147.00	$ -	$ 147.00
15		Shift Luggage Room Door	$ 152.00	$ -	$ -	$ -	$ -	$ 152.00	$ -	$ -
16		Bar Equipment Additions	$ 3,319.00	$ -	$ 593.00	$ 727.00	$ 592.00	$ 400.00	$ 1,007.00	$ -
17		PIU 2-3 Access Panels	$ 678.00	$ -	$ -	$ 142.00	$ 536.00	$ -	$ -	$ -
18		Rooftop Bar T-Stat Relocation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

ELECTRONICALLY FILED - 2023 May 12 8:08 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

The Hotel at Marion Square
Construction Change Directive Tracker
October 31, 2018

Table Summary

19		Shift Fire Alarm Horn Strobe	$ 763.00	$ -	$ -	$ -	$ -	$ 458.00	$ -	$ 305.00
20		Low Voltage Additions (Coordination	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
21		Ice Maker Chilled Water Feed	$ 647.00	$ -	$ -	$ -	$ 647.00	$ -	$ -	$ -
22		Patisserie Back Counter Shelf	$ 528.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 528.00
23		Fireman's Phone Jacks	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
24		Ballroom Can Lights	$ 813.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 813.00
25		FCU Relocation in Electrical Room	$ 467.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 467.00
26		Telkonet Thermostat Changes	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
27		Garage Ramp Ceiling	$ 407.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 407.00
28		Support for DAS System	$ 488.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 488.00
29		Concierge Lounge Food Prep	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
30		Kitchen Lighting Additions	$ 1,525.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,525.00
31		Transfromer & Service Yard Screen Wall	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
32		DC-19 Fixture	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
33		Rooftop Lobby Bar Revised Millwork	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
34		Grilles	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
35		Plynth	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
36		Shutter Revisions	$ 976.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 976.00
TOTAL			$ 52,997.01	$ 1,853.00	$ 6,267.00	$ 6,864.00	$ 16,493.00	$ 3,696.00	$ 9,321.00	$ 8,503.01

ELECTRONICALLY FILED - 2023 May 12 8:08 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

The Hotel at Marion Square

CCD 002 Tracking Matrix

Balfour Beatty Construction

10/24/2018

CCD #2	BLACKOUT WINDOWS									
Subcontractor		18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct	18-Nov	18-Dec
PRECISION WALLS			$ 9,737.00	$ 16,034.00		$ 1,216.00	$ 2,666.00			
LCCM										
BMCC										
WATSON										
PASCO										
MERIT					$ 3,535.00		$ 642.74			
1ST CHOICE			$ 6,069.00			$ 1,186.00				
TATE										
TRIMARK										
SUB TOTAL		$ -	$ 15,806.00	$ 16,034.00	$ 3,535.00	$ 2,402.00	$ 3,308.74	0	0	0
BBC		$ 69.00	$ 664.00	$ 922.00	$ 555.00	$ 214.00	$ 938.00	$ 163.01		
MARKUP		$ 4.14	$ 988.20	$ 1,017.36	$ 245.40	$ 156.96	$ 254.82	$ 9.78		0
TOTAL		$ 73.14	$ 17,458.20	$ 17,973.36	$ 4,335.40	$ 2,772.96	$ 4,501.56	$ 172.79		0

CCD 02 Total	$ 42,613.06

	Description of Service
Shanti Pieniak	Administration of Change Orders and Billings.
Nick Starcevic	Field Coordination / Review, Administation of Change Orders and Billings
Tim Spano	Field Coordination, T&M Review.

ELECTRONICALLY FILED - 2023 May 12 8:08 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Company 50540 BALFOUR BEATTY CONSTR, LLC-RTD
Job Number 13026420 MARION SQ-CCD2 BLCK OUT WINDOW

Owner 2859853 LIBRARY ASSOCIATES, LLC(BENNET

DATE CONTRACT SIGNED:	
CONTRACT TYPE:	LUMP SUM
CASUALTY INS RATE:	
CS ALLOCATION RATE:	
PR BURDEN RATE:	
SUBGUARD RATE:	
CCIP:	

CONTRACT SCHEDULE STATUS:

CONTRACT START DATE:	03/15/2014
CONTRACT FINISH DATE:	
ESTIMATED CONTRACT FINISH	

PERSONNEL DATA:

BUS UNIT LEAD:	3189319	SANDEEN, JEFFREY A
PROJECT MGR:	899688	STARCEVIC, NICHOLAS
PROJECT ACCT:	3919959	ASHE, CANDICE LYNN
PROJECT EXEC:		
PROJ ENG:		

PROJECTED PROFIT:

10/26/2018	(3,525)	.00
09/28/2018	(3,525)	.00
08/31/2018	(2,891)	.00
07/27/2018	(2,210)	.00
06/29/2018	(2,052)	.00

FINANCIAL SUMMARY:

ORIGINAL CONTRACT AMOUNT:	0
REVENUE BUDGET TRANSFERS	0
CHANGE ORDERS:	0
REVISED CONTRACT AMOUNT:	0

PROFIT:

CURRENT FEE BUDGET:	0
CHANGE ORDER FEE:	0
TOTAL BUDGET PROFIT:	0
PROJECTED SAVINGS/(LOSS):	(3,525)
PROJECTED TOTAL PROFIT:	(3,525)

BUYOUT STATUS:

SUBCONTRACTOR:	.00

OWNER BILLINGS SUMMARY:

TOTAL BILLED TO DATE(GROSS):	0
TOTAL TAXED TO DATE(GROSS):	0
RETENTION HELD:	0
COLLECTED TO DATE:	0
OPEN A/R BALANCE:	0

A/R Aging:

CURRENT	0
31-60	0
61-90	0
Over 90	0
Total	0

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	Original Budget	Budget Transfers	Change Orders	Revised Budget	% Budget Complete	Total Commitments	Cost This Period	Cost to Date	Cost to Complete	Revenue/Cost at Completion	Savings or (Loss)	Amount Change	True % Comple
GENERAL CONDITIONS	0	0	0	0	0	0	0	3,525	0	3,525	(3,525)	0	100%
SUBTOTAL - CONTRACT COST	0	0	0	0	0	0	0	3,525	0	3,525	(3,525)	0	100%
TOTAL VARIANCE:	0	0	0	0						(3,525)			

BBC Labor CCD 002 Cost to Date - $3,525.00
Costs Previously Billed Thru Pay App 042 - $3,362.00
Cost to be Billed OCO 19 (Pay App 043) - $163.01

ELECTRONICALLY FILED - 2023 May 12 8:08 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CCD #3	CUSTOM COLOR SPRINKLER HEADS							
Subcontractor		18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct
PRECISION WALLS								
LCCM								
BMCC								
WATSON								
PASCO								
MERIT								
1ST CHOICE								
TATE								
TRIMARK								
SUB TOTAL		$ -	$ -	$ -	$ -	$ -	$ -	$ -
BBC		$ 137.00	$ 79.00	$ 158.00	$ 429.00	$ 162.00	$ 484.00	$ -
MARKUP		$ 8.22	$ 4.74	$ 9.48	$ 25.74	$ 9.72	$ 29.04	$ -
TOTAL		$ 145.22	$ 83.74	$ 167.48	$ 454.74	$ 171.72	$ 513.04	$ -

TOTAL CCD $ 1,535.94

	Description of Service
AJ Wertzberger	Field Review, Contract Administration

ELECTRONICALLY FILED - 2023 May 12 8:08 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CCD #4	SI 61R1 BOARDROOM TV							
Subcontractor		18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct
PRECISION WALLS		$1,974.00						
LCCM			$1,253.00					
BMCC								
WATSON				$ 662.04				
PASCO								
MERIT								
1ST CHOICE								
TATE								
TRIMARK								
SUB TOTAL		$1,974.00	$1,253.00	$ 662.04	$ -	$ -	$ -	$ -
BBC		$ 380.00	$ 319.00	$ 74.00	$ 215.00	$ -	$ -	$ -
MARKUP		$ 141.24	$ 94.32	$ 44.16	$ 12.90	$ -	$ -	$ -
TOTAL		$2,495.24	$1,666.32	$ 780.20	$ 227.90	$ -	$ -	$ -

TOTAL CCD $ 5,169.66

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CCD #5	CUT OUTS IN WALL ABOVE CEILINGS FOR PLENUM							
Subcontractor		18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct
PRECISION WALLS		$2,482.00						
LCCM								
BMCC								
WATSON								
PASCO								
MERIT								
1ST CHOICE								
TATE								
TRIMARK								
SUB TOTAL		$2,482.00	$ -	$ -	$ -	$ -	$ -	$ -
BBC		$ 299.00	$ 79.00	$ -	$ -	$ -	$ -	$ -
MARKUP		$ 166.86	$ 4.74	$ -	$ -	$ -	$ -	$ -
TOTAL		$2,947.86	$ 83.74	$ -	$ -	$ -	$ -	$ -

Total CCD $ 3,031.60

Plaintiff Balfour Beatty's Trial Exhibit # 226

(Part 15 of 16)

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The Hotel at Marion Square

CCD 006 Tracking Matrix

Balfour Beatty Construction
10/24/2018

CCD #6	STAIR 4							
Subcontractor		18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct
PRECISION WALLS		$2,729.00	$3,707.00					
LCCM		$1,949.00		$5,116.00		$16,535.00	$ 3,343.00	$5,457.00
BMCC								
WATSON				$ 271.66				
PASCO								
MERIT							$ 3,535.04	
1ST CHOICE								
TATE					$15,965.90			
FLOORING SERVICES							$ -	
SUB TOTAL		$4,678.00	$3,707.00	$5,387.66	$15,965.90	$16,535.00	$ 6,878.04	$5,457.00
BBC		$ 899.00	$1,526.00	$1,030.00	$1,043.00	$ 406.00	$ 800.00	$ 488.00
MARKUP		$ 334.62	$ 313.98	$ 385.06	$1,020.53	$1,016.46	$ 460.68	$ 356.70
TOTAL		$5,911.62	$5,546.98	$6,802.72	$18,029.43	$17,957.46	$ 8,138.73	$6,301.70

TOTAL CCD $ 68,688.64

	Description of Service
Shanti Pieniak	Administration of Change Orders and Billings.
Nick Starcevic	Submittals, Field Coordination, and Administation of Change Orders and Billings
Tim Spano	Field Review / Coordination

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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: October 15, 2018
Invoice #: 2016-01.006.05
JOB NAME: *HMS CCD 006 Stair 04*

Customer: Balfour Beatty

CCD #006 - STAIR 04

			Subtotal	Overhead (15%)	
Materials			$2,584	$388	$2,972
Labor	**Hours**	**Rate**	**Subtotal**	**Overhead (15%)**	
CEO	2.0	$100	$200	$30	$230
Accounting	1.0	$40	$40	$6	$46
Estimating	13.5	$40	$540	$81	$621
PM	27.0	$75	$2,025	$304	$2,329
Engineer	0.5	$75	$38	$6	$43
CNC	0.0	$75	$0	$0	$0
Manufacturing	56.5	$30	$1,695	$254	$1,949
Finishing	15.0	$30	$450	$68	$518
Install Supervisor	39.5	$60	$2,370	$356	$2,726
Installation	360.5	$40	$14,420	$2,163	$16,583
	515.5		$21,778	$3,267	$28,016
Subtotal					$28,016
AWI Fee					$140
Bonding					$704
TOTAL					$28,860
LESS: Invoice 2016-01.006.01					-$1,949
LESS: Invoice 2016-01.006.02					-$5,116
LESS: Invoice 2016-01.006.03					-$12,995
LESS: Invoice 2016-01.006.04					-$3,343

We had an additional (22-1/2) hours of manufacturing labor to finish making the walnut treads and risers

I had Robert tagged for (7) hours of supervision and material delivery.

We had an additional (78) hours of installation labor to install the treads, risers, and basically finish up that staircase.

TOTAL **$5,457**

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

AWI ARCHITECTURAL WOODWORK INSTITUTE

ELECTRONICALLY FILED - 2023 May 12 8:08 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

BALFOUR BEATTY
Projected Final Cost Report
For the Period Ending October 26, 2018

Company 50540 BALFOUR BEATTY CONSTR, LLC-RTD
Job Number 13026460 MARION SQ-CCD6 STAIR 4

Owner 2859853 LIBRARY ASSOCIATES, LLC(BENNET

DATE CONTRACT SIGNED:
CONTRACT TYPE: LUMP SUM
CASUALTY INS RATE:
CS ALLOCATION RATE:
PR BURDEN RATE:
SUBGUARD RATE:
CCIP:

CONTRACT SCHEDULE STATUS:

CONTRACT START DATE: 03/15/2014
CONTRACT FINISH DATE:
ESTIMATED CONTRACT FINISH

PERSONNEL DATA:

BUS UNIT LEAD: 3189319 SANDEEN, JEFFREY A
PROJECT MGR: 899688 STARCEVIC, NICHOLAS
PROJECT ACCT: 3919959 ASHE, CANDICE LYNN
PROJECT EXEC:
PROJ ENG:

PROJECTED PROFIT:

10/26/2018	(6,192)	.00
09/28/2018	(5,948)	.00
08/31/2018	(5,379)	.00
07/27/2018	(4,579)	.00
06/29/2018	(4,121)	.00

FINANCIAL SUMMARY:

ORIGINAL CONTRACT AMOUNT:	0
REVENUE BUDGET TRANSFERS	0
CHANGE ORDERS:	0
REVISED CONTRACT AMOUNT:	0

PROFIT:

CURRENT FEE BUDGET:	0
CHANGE ORDER FEE:	0
TOTAL BUDGET PROFIT:	0
PROJECTED SAVINGS/(LOSS):	(6,192)
PROJECTED TOTAL PROFIT:	(6,192)

BUYOUT STATUS:

SUBCONTRACTOR: .00

OWNER BILLINGS SUMMARY:

TOTAL BILLED TO DATE(GROSS):	0
TOTAL TAXED TO DATE(GROSS):	0
RETENTION HELD:	0
COLLECTED TO DATE:	0
OPEN A/R BALANCE:	0

A/R Aging:

CURRENT	0
31-60	0
61-90	0
Over 90	0
Total	0

	Original Budget	Budget Transfers	Change Orders	Revised Budget	% Budget Complete	Total Commitments	Cost This Period	Cost to Date	Cost to Complete	Revenue/Cost at Completion	Savings or (Loss)	Amount Change	True % Comple
GENERAL CONDITIONS	0	0	0	0	0	0	244	6,192	0	6,192	(6,192)	(244)	100%
SUBTOTAL - CONTRACT COST	0	0	0	0	0	0	244	6,192	0	6,192	(6,192)	(244)	100%
TOTAL VARIANCE:	0	0	0	0						(6,192)			

BBC Labor CCD 006 Cost to Date - $6,192.00
Costs Previously Billed Thru Pay App 042 - $5,704.00
Cost to be Billed OCO 19 (Pay App 043) - $488.00

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ELECTRONICALLY FILED - 2023 May 12 8:08 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CCD #7	DINING OUTLETS							
Subcontractor		18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct
PRECISION WALLS				$3,155.00			$ 307.00	
LCCM						$ 2,363.00		
BMCC								
WATSON				$3,028.13	$1,787.17			
PASCO								
MERIT								
1ST CHOICE								
TATE								
TRIMARK								
SUB TOTAL		$ -	$ -	$6,183.13	$1,787.17	$ 2,363.00	$ 307.00	$ -
BBC		$ 69.00	$1,044.00	$ 610.00	$2,030.00		$1,246.00	$ 488.00
MARKUP		$ 4.14	$ 62.64	$ 407.59	$ 229.03	$ 141.78	$ 93.18	$ 29.28
TOTAL		$ 73.14	$1,106.64	$7,200.72	$4,046.20	$ 2,504.78	$1,646.18	$ 517.28

TOTAL CCD $ 17,094.94

	Description of Service
Alec Dooley	Administration of Change Orders and Billings.
Nick Starcevic	Submittals, Field Coordination, and Administation of Change Orders and Billings
Tim Spano	Field Review / Coordination

R5652011 BBC0001
R5652021 BBC0004 Project Manager Version

BALFOUR BEATTY
Projected Final Cost Report
For the Period Ending October 26, 2018

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Company 50540 BALFOUR BEATTY CONSTR, LLC-RTD
Job Number 13026470 MARION SQ-CCD7 DINING OUTLETS

Owner 2859853 LIBRARY ASSOCIATES, LLC(BENNET

DATE CONTRACT SIGNED:	
CONTRACT TYPE:	LUMP SUM
CASUALTY INS RATE:	
CS ALLOCATION RATE:	
PR BURDEN RATE:	
SUBGUARD RATE:	
CCIP:	

CONTRACT SCHEDULE STATUS:

CONTRACT START DATE:	03/15/2014
CONTRACT FINISH DATE:	
ESTIMATED CONTRACT FINISH	

PERSONNEL DATA:

BUS UNIT LEAD:	3189319	SANDEEN, JEFFREY A
PROJECT MGR:	899688	STARCEVIC, NICHOLAS
PROJECT ACCT:	3919959	ASHE, CANDICE LYNN
PROJECT EXEC:		
PROJ ENG:		

PROJECTED PROFIT:

10/26/2018	(5,487)	.00
09/28/2018	(5,243)	.00
08/31/2018	(4,999)	.00
07/27/2018	(3,753)	.00
06/29/2018	(2,970)	.00

FINANCIAL SUMMARY:

ORIGINAL CONTRACT AMOUNT:	0
REVENUE BUDGET TRANSFERS	0
CHANGE ORDERS:	0
REVISED CONTRACT AMOUNT:	0

PROFIT:

CURRENT FEE BUDGET:	0
CHANGE ORDER FEE:	0
TOTAL BUDGET PROFIT:	0
PROJECTED SAVINGS/(LOSS):	(5,487)
PROJECTED TOTAL PROFIT:	(5,487)

BUYOUT STATUS:

SUBCONTRACTOR:	.00

OWNER BILLINGS SUMMARY:

TOTAL BILLED TO DATE(GROSS):	0
TOTAL TAXED TO DATE(GROSS):	0
RETENTION HELD:	0
COLLECTED TO DATE:	0
OPEN A/R BALANCE:	0

A/R Aging:

CURRENT	0
31-60	0
61-90	0
Over 90	0
Total	0

	Original Budget	Budget Transfers	Change Orders	Revised Budget	% Budget Complete	Total Commitments	Cost This Period	Cost to Date	Cost to Complete	Revenue/Cost at Completion	Savings or (Loss)	Amount Change	True % Complete
GENERAL CONDITIONS	0	0	0	0	0	0	244	5,487	0	5,487	(5,487)	(244)	100%
SUBTOTAL - CONTRACT COST	0	0	0	0	0	0	244	5,487	0	5,487	(5,487)	(244)	100%
TOTAL VARIANCE:	0	0	0	0						(5,487)			

BBC Labor CCD 007 Cost to Date - $5,487.00
Costs Previously Billed Thru Pay App 042 - $4,999.00
Cost to be Billed OCO 19 (Pay App 043) - $488.00

ELECTRONICALLY FILED - 2023 May 12 8:08 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

R5552011 BBC0001
R5552021 BBC0004 Project Manager Version

BALFOUR BEATTY
Projected Final Cost Report
For the Period Ending October 26, 2018

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Company 50540 BALFOUR BEATTY CONSTR, LLC-RTD
Job Number 13026480 MARION SQ-CCDD8 MGR APT

Owner 2859853 LIBRARY ASSOCIATES, LLC(BENNET

DATE CONTRACT SIGNED:	
CONTRACT TYPE:	LUMP SUM
CASUALTY INS RATE:	
CS ALLOCATION RATE:	
PR BURDEN RATE:	
SUBGUARD RATE:	
CCIP:	

CONTRACT SCHEDULE STATUS:

CONTRACT START DATE:	
CONTRACT FINISH DATE:	
ESTIMATED CONTRACT FINISH	

PERSONNEL DATA:

BUS UNIT LEAD:	3189319	SANDEEN, JEFFREY A
PROJECT MGR:	899688	STARCEVIC, NICHOLAS
PROJECT ACCT:	3919959	ASHE, CANDICE LYNN
PROJECT EXEC:		
PROJ ENG:		

PROJECTED PROFIT:

10/26/2018	(9,321)	.00
09/28/2018	(9,077)	.00
08/31/2018	(8,185)	.00
07/27/2018	(7,194)	.00
06/29/2018	(6,485)	.00

FINANCIAL SUMMARY:

ORIGINAL CONTRACT AMOUNT:	0
REVENUE BUDGET TRANSFERS	0
CHANGE ORDERS:	0
REVISED CONTRACT AMOUNT:	0

PROFIT:

CURRENT FEE BUDGET:	0
CHANGE ORDER FEE:	0
TOTAL BUDGET PROFIT:	0
PROJECTED SAVINGS/(LOSS):	(9,321)
PROJECTED TOTAL PROFIT:	(9,321)

BUYOUT STATUS:

SUBCONTRACTOR:	.00

OWNER BILLINGS SUMMARY:

TOTAL BILLED TO DATE(GROSS):	0
TOTAL TAXED TO DATE(GROSS):	0
RETENTION HELD:	0
COLLECTED TO DATE:	0
OPEN A/R BALANCE:	0

A/R Aging:

CURRENT	0
31-60	0
61-90	0
Over 90	0
Total	0

	Original Budget	Budget Transfers	Change Orders	Revised Budget	% Budget Complete	Total Commitments	Cost This Period	Cost to Date	Cost to Complete	Revenue/Cost at Completion	Savings or (Loss)	Amount Change	True % Complete
GENERAL CONDITIONS	0	0	0	0	0	0	244	9,321	0	9,321	(9,321)	(244)	100%
SUBTOTAL - CONTRACT COST	0	0	0	0	0	0	244	9,321	0	9,321	(9,321)	(244)	100%
TOTAL VARIANCE:	0	0	0	0						(9,321)			

BBC Labor CCD 008 Cost to Date - $9,321.00
Costs Previously Billed Thru Pay App 042 - $8,752.00
Cost to be Billed OCO 19 (Pay App 043) - $569.00

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CCD #8	MANAGER'S APARTMENT							
Subcontractor		18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct
PRECISION WALLS				$ 5,748.00	$ 7,873.00			
LCCM			$ 4,405.00	$ 8,110.00		$(8,110.00)		$ -
BMCC								
WATSON				$ 5,386.89	$ 1,388.54			
PASCO								
MERIT								
1ST CHOICE								
TATE								
TRIMARK								
WARCO							$36,256.00	
SUB TOTAL		$ -	$ 4,405.00	$ 19,244.89	$ 9,261.54	$(8,110.00)	$36,256.00	$ -
BBC		$ -	$ 1,049.00	$ 719.00	$ 5,314.00	$ 590.00	$1,080.00	$ 569.00
MARKUP		$ -	$ 327.24	$ 1,197.83	$ 874.53	$(451.20)	$2,240.16	$ 34.12
TOTAL		$ -	$ 5,781.24	$ 21,161.72	$ 15,450.07	$(7,971.20)	$39,576.16	$ 603.12

8752

TOTAL CCD $ 74,601.12

	Description of Service
Alec Dooley	Administration of Change Orders and Billings.
Nick Starcevic	Submittals, Field Coordination, and Administation of Change Orders and Billings
Tim Spano	Field Review / Coordination
AJ Wertzberger	Submittal Review, Field Coordination.

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CCD #9	FIRST FLOOR CASEWORK							
Subcontractor		18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct
PRECISION WALLS								
LCCM						$ 32,166.00		
BMCC								
WATSON								$ 666.28
PASCO								
MERIT							$3,374.36	
1ST CHOICE								
TATE								
TRIMARK								
SUB TOTAL		$ -	$ -	$ -	$ -	$ 32,166.00	$3,374.36	$ 666.28
BBC			$ 237.00	$ 844.00	$ 1,336.00	$(194.00)	$2,342.00	$ 570.00
MARKUP		$ -	$ 14.22	$ 50.64	$ 80.16	$1,918.32	$ 342.98	$ 74.18
TOTAL		$ -	$ 251.22	$ 894.64	$ 1,416.16	$ 33,890.32	$6,059.34	$1,310.46

TOTAL CCD $ 43,822.14

	Description of Service
Alec Dooley	Administration of Change Orders and Billings.
Nick Starcevic	Submittals, Coordination Calls, Field Coordination, and Administation of Change Orders and Billing
Tim Spano	Field Review / Coordination

R5652011 BBC0001
R5652021 BBC0004 Project Manager Version

BALFOUR BEATTY
Projected Final Cost Report
For the Period Ending October 26, 2018

10/17/2018 6:26:57
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Company 50540 BALFOUR BEATTY CONSTR, LLC-RTD
Job Number 13026490 MARION SQ-CCD9 1ST FL CASEWORK

Owner 2859853 LIBRARY ASSOCIATES, LLC(BENNET

DATE CONTRACT SIGNED:	
CONTRACT TYPE:	LUMP SUM
CASUALTY INS RATE:	
CS ALLOCATION RATE:	
PR BURDEN RATE:	
SUBGUARD RATE:	
CCIP:	

CONTRACT SCHEDULE STATUS:

CONTRACT START DATE:	
CONTRACT FINISH DATE:	
ESTIMATED CONTRACT FINISH	

PERSONNEL DATA:

BUS UNIT LEAD:	3189319	SANDEEN, JEFFREY A
PROJECT MGR:	899688	STARCEVIC, NICHOLAS
PROJECT ACCT:	3919959	ASHE, CANDICE LYNN
PROJECT EXEC:		
PROJ ENG:		

PROJECTED PROFIT:

10/26/2018	(5,135)	.00
09/28/2018	(4,891)	.00
08/31/2018	(3,991)	.00
07/27/2018	(2,147)	.00
06/29/2018	(1,741)	.00

FINANCIAL SUMMARY:

ORIGINAL CONTRACT AMOUNT:	0
REVENUE BUDGET TRANSFERS	0
CHANGE ORDERS:	0
REVISED CONTRACT AMOUNT:	0

PROFIT:

CURRENT FEE BUDGET:	0
CHANGE ORDER FEE:	0
TOTAL BUDGET PROFIT:	0
PROJECTED SAVINGS/(LOSS):	(5,135)
PROJECTED TOTAL PROFIT:	(5,135)

BUYOUT STATUS:

SUBCONTRACTOR:	.00

OWNER BILLINGS SUMMARY:

TOTAL BILLED TO DATE(GROSS):	0
TOTAL TAXED TO DATE(GROSS):	0
RETENTION HELD:	0
COLLECTED TO DATE:	0
OPEN A/R BALANCE:	0

A/R Aging:

CURRENT	0
31-60	0
61-90	0
Over 90	0
Total	0

	Original Budget	Budget Transfers	Change Orders	Revised Budget	% Budget Complete	Total Commitments	Cost This Period	Cost to Date	Cost to Complete	Revenue/Cost at Completion	Savings or (Loss)	Amount Change	True % Complete
GENERAL CONDITIONS	0	0	0	0	0	0	244	5,135	0	5,135	(5,135)	(244)	100%
SUBTOTAL - CONTRACT COST	0	0	0	0	0	0	244	5,135	0	5,135	(5,135)	(244)	100%
TOTAL VARIANCE:	0	0	0	0						(5,135)			

BBC Labor CCD 009 Cost to Date - $5,135.00
Costs Previously Billed Thru Pay App 042 - $4,565.00
Cost to be Billed OCO 19 (Pay App 043) - $570.00

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PROPOSED CHANGE ORDER

Watson Electrical
3215 Fortune Drive, Suite 109
North Chalreston, South Carolina 29418

CCN #	**190**
Date:	9/17/2018
Project Name:	Marion Square Hotel
Project Number:	21046
Page Number:	1

Client Address:

Balfour Beatty Construction
306 Meeting Street
Charleston, South Carolina

Work Description

We reserve the right to correct this quote for errors and omissions.

This CCD# 9 includes the labor and material to relocate 6 receptacles and 2 data outlets to the middle of millwork, in accordance with SI# 66R1.

This quote covers direct costs only and we reserve the right to claim for impact and consequential costs.
This price is good for acceptance within **30** days from the date of receipt.
We request a time extension of **1** days.
We will supply and install all materials, labor, and equipment as per your instructions on **<CCN_190_Relocating Devices for Millwork> <ccn_190>.**

Itemized Breakdown

Description	Qty	Net Price	U	Total Mat.	Labor	U	Total Hrs.
#8x 1/2 WAFER HEAD SELF-TAP STUD SCREW - 12G	32	2.61	C	0.84	7.50	C	0.00
Totals	**32**			**0.84**			**0.00**

Summary

General Materials		0.84
Material Tax	(@ 8.500 %)	0.07
Material Total		**0.91**
OVERTIME ADJUSTMENT	(8.00 Hrs @ $72.80)	582.40
MILEAGE	(8.00 @ 0.00 @ $2.50 + 0.000 % + 0.000 % + 0.000 %)	20.00
CONSUMABLES	(8.00 @ 0.00 @ $0.30 + 0.000 % + 0.000 % + 0.000 %)	2.40
Subtotal		**605.71**
	(@ 10.000 %)	60.57
Subtotal		**666.28**
Final Amount		**$666.28**

CONTRACTOR CERTIFICATION

ELECTRONICALLY FILED - 2023 May 12 8:08 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

PROPOSED CHANGE ORDER

Watson Electrical
3215 Fortune Drive, Suite 109
North Chalreston, South Carolina 29418

Client Address:

Balfour Beatty Construction
306 Meeting Street
Charleston, South Carolina

CCN #	**190**
Date:	9/17/2018
Project Name:	Marion Square Hotel
Project Number:	21046
Page Number:	2

Name: _____

Date: _____

Signature: _____

I hereby certify that this quotation is complete and accurate based on the information provided.

CLIENT ACCEPTANCE

CCN # **190**
Final Amount: **$666.28**

Name: _____

Date: _____

Signature: _____

Change Order #: _____

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

ELECTRONICALLY FILED - 2023 May 12 8:08 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

WATSON ELECTRICAL

DAILY TIME & MATERIAL WORK REPORT

Date	Job No.	Work Order No.
8-25-18	21046 Mason Board	CCN 190 CCD9

M	T	W	T	F	S	S	Job Name
					X		

Description of Work: move 2 6 ies + 2 data VD to middle of mill. work will need to finish plates after wood work is done.

MATERIAL LIST

Quantity	Description	Rate	Amount
32	Zips screws		
Total			$

LABOR LIST

Name	Title	Reg Hrs	Rate	OT Hrs	Rate	Amount
Brad Fortner				4		
Mason Madden				4		
		7-11	28			
Total				8		$

EQUIPMENT LIST

Description	Hours	Rate	Amount	Mileage	Rate	Amount
Total						$

Completed By: [signature]

Watson Electrical Construction Co. LLC

Approved By: [signature] 8-25-18

☐ Job Complete ☒ Not Complete

R-4183

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ELECTRONICALLY FILED - 2023 May 12 8:08 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CCD #10	SI 58R1 - Level 09 HVAC Revisions							
Subcontractor		18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct
PRECISION WALLS			$2,507.00		$2,364.00			
LCCM								
BMCC								
WATSON					$ 637.10			
PASCO								
MERIT								
1ST CHOICE								
TATE								
TRIMARK								
SUB TOTAL		$ -	$2,507.00	$ -	$3,001.10	$ -	$ -	$ -
BBC		$ -	$ 300.00	$ 700.00	$1,978.00	$1,199.00	$ 956.00	$ 569.00
MARKUP		$ -	$ 168.42	$ 42.00	$ 298.75	$ 71.94	$ 57.36	$ 34.14
TOTAL		$ -	$2,975.42	$ 742.00	$5,277.85	$1,270.94	$1,013.36	$ 603.14

TOTAL CCD $ 11,882.71

	Description of Service
Alec Dooley	Administration of Change Orders and Billings.
Nick Starcevic	Submittals, Field Coordination, and Administation of Change Orders and Billings

ELECTRONICALLY FILED - 2023 May 12 8:08 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Company 50540 BALFOUR BEATTY CONSTR, LLC-RTD
Job Number 13026410 MARION SQ-CCD10 S158R1

Owner 2859853 LIBRARY ASSOCIATES, LLC(BENNET

DATE CONTRACT SIGNED:	
CONTRACT TYPE:	LUMP SUM
CASUALTY INS RATE:	
CS ALLOCATION RATE:	
PR BURDEN RATE:	
SUBGUARD RATE:	
CCIP:	

CONTRACT SCHEDULE STATUS:

CONTRACT START DATE:	
CONTRACT FINISH DATE:	
ESTIMATED CONTRACT FINISH	

PERSONNEL DATA:

BUS UNIT LEAD:	3189319	SANDEEN, JEFFREY A
PROJECT MGR:	899688	STARCEVIC, NICHOLAS
PROJECT ACCT:	3919959	ASHE, CANDICE LYNN
PROJECT EXEC:		
PROJ ENG:		

PROJECTED PROFIT:

10/26/2018	(5,702)	.00
09/28/2018	(5,458)	.00
08/31/2018	(4,970)	.00
07/27/2018	(3,548)	.00
06/29/2018	(2,475)	.00

FINANCIAL SUMMARY:

ORIGINAL CONTRACT AMOUNT:	0
REVENUE BUDGET TRANSFERS	0
CHANGE ORDERS:	0
REVISED CONTRACT AMOUNT:	0

PROFIT:

CURRENT FEE BUDGET:	0
CHANGE ORDER FEE:	0
TOTAL BUDGET PROFIT:	0
PROJECTED SAVINGS/(LOSS):	(5,702)
PROJECTED TOTAL PROFIT:	(5,702)

BUYOUT STATUS:

SUBCONTRACTOR:	.00

OWNER BILLINGS SUMMARY:

TOTAL BILLED TO DATE(GROSS):	0
TOTAL TAXED TO DATE(GROSS):	0
RETENTION HELD:	0
COLLECTED TO DATE:	0
OPEN A/R BALANCE:	0

A/R Aging:

CURRENT	0
31-60	0
61-90	0
Over 90	0
Total	0

R - 4185

	Original Budget	Budget Transfers	Change Orders	Revised Budget	% Budget Complete	Total Commitments	Cost This Period	Cost to Date	Cost to Complete	Revenue/Cost at Completion	Savings or (Loss)	Amount Change	True % Comple
GENERAL CONDITIONS	0	0	0	0	0	0	244	5,702	0	5,702	(5,702)	(244)	100%
SUBTOTAL - CONTRACT COST	0	0	0	0	0	0	244	5,702	0	5,702	(5,702)	(244)	100%
TOTAL VARIANCE:	0	0	0	0						(5,702)			

BBC Labor CCD 010 Cost to Date - $5,702.00
Costs Previously Billed Thru Pay App 042 - $5,133.00
Cost to be Billed OCO 19 (Pay App 043) - $569.00

CCD #11	DRAIN PAN ALARMS							
Subcontractor		18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct
PRECISION WALLS								
LCCM								
BMCC								
WATSON								
PASCO								
MERIT								
1ST CHOICE								
TATE								
TRIMARK								
SUB TOTAL		$ -	$ -	$ -	$ -	$ -	$ -	$ -
BBC		$ -	$ 79.00	$ 165.00	$ 617.00	$ 81.00	$ 229.00	$ -
MARKUP		$ -	$ 4.74	$ 9.90	$ 37.02	$ 4.86	$ 13.74	$ -
TOTAL		$ -	$ 83.74	$ 174.90	$ 654.02	$ 85.86	$ 242.74	$ -

TOTAL CCD $ 1,241.26

	Description of Service
Alec Dooley	Administration of Change Orders and Billings.

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CCD #12	AC FOR LIGHTING STORAGE ROOM							
Subcontractor		18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct
PRECISION WALLS								
LCCM								
BMCC								
WATSON								
PASCO								
MERIT								
1ST CHOICE								
TATE								
TRIMARK								
SUB TOTAL		$ -	$ -	$ -	$ -	$ -	$ -	$ -
BBC		$ -				$ 81.00	$ 239.00	$ -
MARKUP		$ -	$ -	$ -	$ -	$ 4.86	$ 14.34	$ -
TOTAL		$ -	$ -	$ -	$ -	$ 85.86	$ 253.34	$ -

TOTAL CCD $ 339.20

	Description of Service
Alec Dooley	Administration of Change Orders and Billings.
Nick Starcevic	Field Review, and Administation of Change Orders and Billings

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The Hotel at Marion Square

CCD 013 Tracking Matrix

Balfour Beatty Construction
10/22/2018

CCD #13	SHIFT KITCHEN TABLES OVER FLOOR SINKS							
Subcontractor		18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct
PRECISION WALLS								
LCCM								
BMCC								
WATSON								
PASCO								
MERIT								
1ST CHOICE								
TATE								
TRIMARK								
SUB TOTAL		$ -	$ -	$ -	$ -	$ -	$ -	$ -
BBC		$ -	$ -	$ 557.00	$ 315.00	$ -	$ -	$ -
MARKUP		$ -	$ -	$ 33.42	$ 18.90	$ -	$ -	$ -
TOTAL		$ -	$ -	$ 590.42	$ 333.90	$ -	$ -	$ -

TOTAL CCD $ 924.32

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CCD #14	PATISSERIE COLUMN DETAIL							
Subcontractor		18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct
PRECISION WALLS								
LCCM								
BMCC								
WATSON								
PASCO								
MERIT								
1ST CHOICE								
TATE								
TRIMARK								
SUB TOTAL		$ -	$ -	$ -	$ -	$ -	$ -	$ -
BBC		$ -	$ 298.00	$ 216.00	$ 886.00	$ -	$ -	$ 147.00
MARKUP		$ -	$ 17.88	$ 12.96	$ 53.16	$ -	$ -	$ 8.82
TOTAL		$ -	$ 315.88	$ 228.96	$ 939.16	$ -	$ -	$ 155.82

TOTAL CCD $ 1,639.82

	Description of Service
Nick Starcevic	Field Review and Contract Adminstration

R - 4189

ELECTRONICALLY FILED - 2023 May 12 8:08 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

BALFOUR BEATTY
Projected Final Cost Report
For the Period Ending October 26, 2018

Company 50540 BALFOUR BEATTY CONSTR, LLC-RTD
Job Number 13026414 MARION SQ-CCD14 PATTISSERIE CO

Owner 2859853 LIBRARY ASSOCIATES, LLC(BENNET

DATE CONTRACT SIGNED:	
CONTRACT TYPE:	LUMP SUM
CASUALTY INS RATE:	
CS ALLOCATION RATE:	
PR BURDEN RATE:	
SUBGUARD RATE:	
CCIP:	

CONTRACT SCHEDULE STATUS:

CONTRACT START DATE:	
CONTRACT FINISH DATE:	
ESTIMATED CONTRACT FINISH	

PERSONNEL DATA:

BUS UNIT LEAD:	3189319	SANDEEN, JEFFREY A
PROJECT MGR:	899688	STARCEVIC, NICHOLAS
PROJECT ACCT:	3919959	ASHE, CANDICE LYNN
PROJECT EXEC:		
PROJ ENG:		

PROJECTED PROFIT:

10/26/2018	(1,547)	.00
09/28/2018	(1,547)	.00
08/31/2018	(1,547)	.00
07/27/2018	(1,400)	.00
06/29/2018	(1,105)	.00

FINANCIAL SUMMARY:

ORIGINAL CONTRACT AMOUNT:	0
REVENUE BUDGET TRANSFERS	0
CHANGE ORDERS:	0
REVISED CONTRACT AMOUNT:	0

PROFIT:

CURRENT FEE BUDGET:	0
CHANGE ORDER FEE:	0
TOTAL BUDGET PROFIT:	0
PROJECTED SAVINGS/(LOSS):	(1,547)
PROJECTED TOTAL PROFIT:	(1,547)

BUYOUT STATUS:

SUBCONTRACTOR:	.00

OWNER BILLINGS SUMMARY:

TOTAL BILLED TO DATE(GROSS):	0
TOTAL TAXED TO DATE(GROSS):	0
RETENTION HELD:	0
COLLECTED TO DATE:	0
OPEN A/R BALANCE:	0

A/R Aging:

CURRENT	0
31-60	0
61-90	0
Over 90	0
Total	0

	Original Budget	Budget Transfers	Change Orders	Revised Budget	% Budget Complete	Total Commitments	Cost This Period	Cost to Date	Cost to Complete	Revenue/Cost at Completion	Savings or (Loss)	Amount Change	True % Comple
GENERAL CONDITIONS	0	0	0	0	0	0	0	1,547	0	1,547	(1,547)	0	100%
SUBTOTAL - CONTRACT COST	0	0	0	0	0	0	0	1,547	0	1,547	(1,547)	0	100%
TOTAL VARIANCE:	0	0	0	0						(1,547)			

BBC Labor CCD 014 Cost to Date - $1,547.00
Costs Previously Billed Thru Pay App 042 - $1,400.00
Cost to be Billed OCO 19 (Pay App 043) - $147.00

R - 4190

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CCD #15	SHIFT LUGGAGE ROOM DOOR							
Subcontractor		18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct
PRECISION WALLS								
LCCM								
BMCC								
WATSON								
PASCO								
MERIT								
1ST CHOICE								
TATE								
TRIMARK								
SUB TOTAL		$ -	$ -	$ -	$ -	$ -	$ -	$ -
BBC		$ -				$ 152.00		
MARKUP		$ -	$ -	$ -	$ -	$ 9.12	$ -	$ -
TOTAL		$ -	$ -	$ -	$ -	$ 161.12	$ -	$ -

TOTAL CCD $ 161.12

ELECTRONICALLY FILED - 2023 May 12 8:08 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CCD #16	BAR EQUIPMENT							
Subcontractor		18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct
PRECISION WALLS								
LCCM								
BMCC								
WATSON								
PASCO								
MERIT								
1ST CHOICE								
TATE								
TRIMARK					$ 16,255.05			
SUB TOTAL		$ -	$ -	$ -	$ 16,255.05	$ -	$ -	$ -
BBC		$ -	$ 593.00	$ 727.00	$ 592.00	$ 400.00	$1,007.00	
MARKUP		$ -	$ 35.58	$ 43.62	$ 1,010.82	$ 24.00	$ 60.42	$ -
TOTAL		$ -	$ 628.58	$ 770.62	$ 17,857.87	$ 424.00	$1,067.42	$ -

TOTAL CCD $ 20,748.49

	Description of Service
Alec Dooley	Administration of Change Orders and Billings, Field Coordination
Nick Starcevic	Submittals, Field Coordination, and Administation of Change Orders and Billings
AJ Wertzberger	Field Coordination

ELECTRONICALLY FILED - 2023 May 12 8:08 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CCD #17	PIU 2-3 ACCESS PANELS							
Subcontractor		18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct
PRECISION WALLS				$2,235.00				
LCCM								
BMCC								
WATSON								
PASCO								
MERIT								
1ST CHOICE								
TATE								
TRIMARK								
SUB TOTAL		$ -	$ -	$2,235.00	$ -	$ -	$ -	$ -
BBC		$ -	$ -	$ 142.00	$ 536.00	$ -	$ -	$ -
MARKUP		$ -	$ -	$ 142.62	$ 32.16	$ -	$ -	$ -
TOTAL		$ -	$ -	$2,519.62	$ 568.16	$ -	$ -	$ -

TOTAL CCD $ 3,087.78

ELECTRONICALLY FILED - 2023 May 12 8:08 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CCD #19	SHIFT FIRE ALARM 200V							
Subcontractor		18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct	18-Nov
PRECISION WALLS								
LCCM								
BMCC								
WATSON								
PASCO								
MERIT								
1ST CHOICE								
TATE								
TRIMARK								
TOTAL								
BBC					$ 458.00	$ -	$ -	$ 305.00
MARKUP					$ 27.48	$ -	$ -	$ 18.30
TOTAL MONTH	$ -	$ -	$ -	$ -	$ 485.48	$ -	$ -	$ 323.30

TOTAL CCD $ 808.78

	Description of Service
Tim Spano	Field Coordination / AHJ Review
Nick Starcevic	Field Review with Subcontractor

ELECTRONICALLY FILED - 2023 May 12 8:08 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CCD #21	Ice Maker Chilled Water Feeds							
Subcontractor		18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct
PRECISION WALLS								
LCCM								
BMCC								
WATSON								
PASCO								
MERIT								
1ST CHOICE								
TATE								
TRIMARK								
TOTAL								
BBC					$ 647.00			
MARKUP					$ 38.82	$ -	$ -	$ -
Total					$ 685.82	$ -	$ -	$ -

TOTAL CCD $ 685.82

ELECTRONICALLY FILED - 2023 May 12 8:08 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CCD #22	Relocate Patisserie Back Counter Shelf							
Subcontractor		18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct
PRECISION WALLS						$ 380.00		
LCCM						$4,103.00		
BMCC								
WATSON								$ 133.52
PASCO								
MERIT								$5,623.93
1ST CHOICE								
TATE								
TRIMARK								
TOTAL						$4,483.00		$5,757.45
BBC						$ -		$ 528.00
MARKUP					$ -	$ 268.98	$ -	$ 377.13
Total					$ -	$4,751.98	$ -	$6,662.58

TOTAL CCD $ 11,414.56

ELECTRONICALLY FILED - 2023 May 12 8:08 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

BALFOUR BEATTY
Projected Final Cost Report
For the Period Ending October 26, 2018

Company 50540 BALFOUR BEATTY CONSTR, LLC-RTD
Job Number 13026422 MARION SQ-CCD22 PATISSERIE CAS

Owner 2859853 LIBRARY ASSOCIATES, LLC(BENNET

DATE CONTRACT SIGNED:	
CONTRACT TYPE:	LUMP SUM
CASUALTY INS RATE:	
CS ALLOCATION RATE:	
PR BURDEN RATE:	
SUBGUARD RATE:	
CCIP:	

CONTRACT SCHEDULE STATUS:

CONTRACT START DATE:	03/15/2014
CONTRACT FINISH DATE:	
ESTIMATED CONTRACT FINISH	

PERSONNEL DATA:

BUS UNIT LEAD:	3189319	SANDEEN, JEFFREY A
PROJECT MGR:	899688	STARCEVIC, NICHOLAS
PROJECT ACCT:	3919959	ASHE, CANDICE LYNN
PROJECT EXEC:		
PROJ ENG:		

PROJECTED PROFIT:

10/26/2018	(528)	.00
09/28/2018	(203)	.00
08/31/2018	.0	.00
07/27/2018	.0	.00
06/29/2018	.0	.00

FINANCIAL SUMMARY:

ORIGINAL CONTRACT AMOUNT:	0
REVENUE BUDGET TRANSFERS	0
CHANGE ORDERS:	0
REVISED CONTRACT AMOUNT:	0

PROFIT:

CURRENT FEE BUDGET:	0
CHANGE ORDER FEE:	0
TOTAL BUDGET PROFIT:	0
PROJECTED SAVINGS/(LOSS):	(528)
PROJECTED TOTAL PROFIT:	(528)

BUYOUT STATUS:

SUBCONTRACTOR:	.00

OWNER BILLINGS SUMMARY:

TOTAL BILLED TO DATE(GROSS):	0
TOTAL TAXED TO DATE(GROSS):	0
RETENTION HELD:	0
COLLECTED TO DATE:	0
OPEN A/R BALANCE:	0

A/R Aging:

CURRENT	0
31-60	0
61-90	0
Over 90	0
Total	0

	Original Budget	Budget Transfers	Change Orders	Revised Budget	% Budget Complete	Total Commitments	Cost This Period	Cost to Date	Cost to Complete	Revenue/Cost at Completion	Savings or (Loss)	Amount Change	True % Comple
GENERAL CONDITIONS	0	0	0	0	0	0	325	528	0	528	(528)	(325)	100%
SUBTOTAL - CONTRACT COST	0	0	0	0	0	0	325	528	0	528	(528)	(325)	100%
TOTAL VARIANCE:	0	0	0	0						(528)			

BBC Labor CCD 022 Cost to Date - $528.00
Costs Previously Billed Thru Pay App 042 - $0.00
Cost to be Billed OCO 19 (Pay App 043) - $528.00

R - 4197

ELECTRONICALLY FILED - 2023 May 12 8:08 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

PROPOSED CHANGE ORDER

Watson Electrical
3215 Fortune Drive, Suite 109
North Chalreston, South Carolina 29418

CCN #	**192**
Date:	9/17/2018
Project Name:	Marion Square Hotel
Project Number:	21046
Page Number:	1

Client Address:

Balfour Beatty Construction
306 Meeting Street
Charleston, South Carolina

Work Description

We reserve the right to correct this quote for errors and omissions.

This CCD# 22 includes the labor and material to mount lighting and device boxes in the coffee area.

This quote covers direct costs only and we reserve the right to claim for impact and consequential costs.
This price is good for acceptance within 30 days from the date of receipt.
We request a time extension of 1 days.
We will supply and install all materials, labor, and equipment as per your instructions on **<CCN_192_Device Mounting in Coffee Area> <ccn_192>.**

Itemized Breakdown

Description	Qty	Net Price	U	Total Mat.	Labor	U	Total Hrs.
DEV BOX 2 1/2" DEEP 1/2" KO	2	284.02	C	5.68	35.00	C	0.00
4x 1 1/2" SQ BOX 1/2" KO	2	46.67	C	0.93	40.00	C	0.00
4" SQ 1G PLSTR RING 5/8" RISE	2	32.96	C	0.66	25.00	C	0.00
1G DUPLEX REC PLATE - PLASTIC IVY	1	19.00	C	0.19	15.00	C	0.00
20A 125V DUP REC - IVY (SG)	1	340.00	C	3.40	45.00	C	0.00
Totals	**8**			**10.86**			**0.00**

Summary

General Materials		10.86
Material Tax	(@ 8.500 %)	0.92
Material Total		**11.78**
JOURNEYMAN	(2.00 Hrs @ $52.00)	104.00
MILEAGE	(2.00 @ 0.00 @ $2.50 + 0.000 % + 0.000 % + 0.000 %)	5.00
CONSUMABLES	(2.00 @ 0.00 @ $0.30 + 0.000 % + 0.000 % + 0.000 %)	0.60
Subtotal		**121.38**
	(@ 10.000 %)	12.14
Subtotal		**133.52**
Final Amount		**$133.52**

CONTRACTOR CERTIFICATION

ORIGINAL

R - 4198

ELECTRONICALLY FILED - 2023 May 12 8:08 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

PROPOSED CHANGE ORDER

Client Address:

Watson Electrical
3215 Fortune Drive, Suite 109
North Chalreston, South Carolina 29418

Balfour Beatty Construction
306 Meeting Street
Charleston, South Carolina

CCN #	**192**
Date:	9/17/2018
Project Name:	Marion Square Hotel
Project Number:	21046
Page Number:	2

Name: _____

Date: _____

Signature: _____
I hereby certify that this quotation is complete and accurate based on the information provided.

CLIENT ACCEPTANCE

CCN # **192**
Final Amount: **$133.52**

Name: _____

Date: _____

Signature: _____

Change Order #: _____
I hereby accept this quotation and authorize the contractor to complete the above described work.

ORIGINAL

R - 4199

ELECTRONICALLY FILED - 2023 May 12 8:08 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

WATSON ELECTRICAL

CCN 192

DAILY TIME & MATERIAL WORK REPORT

Date	Job No.	Work Order No.
9-4-18	2046	CCD 22

M	T	W	T	F	S	S	Job Name
	X						Marion Square

Description of Work: mounting boxes for rec & lights in Cooler Area

MATERIAL LIST

Quantity	Description	Rate	Amount
2	4" square boxes		
2	5/8" plaster rings		
2	cut in switch boxes (1 gang)		
1	single 20 amp 120V rec receiver		
	9-11 AM		
Total			$

LABOR LIST

Name	Title	Reg Hrs	Rate	OT Hrs	Rate	Amount
Chad Clark		2				
Total		2				$

EQUIPMENT LIST

Description	Hours	Rate	Amount	Mileage	Rate	Amount
Total						$

Completed By: [signature]
Watson Electrical Construction Co. LLC

☐ Job Complete ☒ Not Complete

Approved By: Stacy J. Green
[signature]

Form No. 447 (3/03)

R. 4200

ELECTRONICALLY FILED - 2023 May 12 8:08 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

ELECTRONICALLY FILED - 2023 May 12 8:08 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

QUANTUM COATINGS

Change Order Request

Date: 10/15/2018

Request # **112**

Attention: Balfour Beatty- Alec Dooley/ Nick Starcevic

Project Name: **Marion Hotel**

From: Scott McCormack

RE: **CCD 22**

		Foreman		Journeyman		Material		Line Item Total
Date	Description	**Units**	**Unit Costs**	**Units**	**Unit Costs**	**Units**	**Unit Costs**	
9/25/2018	1st Floor - 4 Painters Prep Trim at Patisserie	10	$45.00		$40.00			$450.00
9/26/2018	1st floor - 2 Painters Prime & Paint Trim in Patisserie	10	$45.00		$40.00			$450.00
9/26/2018	1st Floor - 2 Painters Prime & Paint Walls in Patisserie	20	$45.00		$40.00			$900.00
9/27/2018	1st Floor - 2 Painters Final Paint at Trim in Patisserie	10	$45.00		$40.00			$450.00
9/28/2018	1st Floor - Prep, Prime & Paint Trim Around AC Vents in Patisserie	20	$45.00		$40.00			$900.00
			$45.00		$40.00			$0.00
								$0.00
								$0.00
								$0.00
	Subtotals	70	$3,150.00	0.0	$0.00		$0.00	$3,150.00

Overtime Required	**$1,575.00**

Sales Tax	9.0%	$0.00
Subtotal		**$4,725.00**
O&P	**15%**	**$ 708.75**
P&P Bond	**3.5%**	**$ 190.18**

TOTAL LABOR and MATERIAL	**$5,623.93**

R - 4201

ELECTRONICALLY FILED - 2023 May 12 8:08 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

QUANTUM COATINGS | EXTRA WORK ORDER

CUSTOMER'S ORDER NO.	OUR JOB #	DATE
		9-26-18
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

2 painters priming and painting trim in patisserie.

10 ~~20~~ hrs.

CCD 22

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

SIGNATURE [signature] DATE 9-26-18

QUANTUM COATINGS | EXTRA WORK ORDER

CUSTOMER'S ORDER NO.	OUR JOB #	DATE
		9-25-18
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

4 painters prepping trim at. patisserie.

10 ~~20~~ hrs.

CCD 22

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

SIGNATURE [signature] DATE 9-25-18

R - 4202

ELECTRONICALLY FILED - 2023 May 12 8:08 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

QUANTUM COATINGS | EXTRA WORK ORDER

CUSTOMER'S ORDER NO.	OUR JOB #	DATE
		9-27-18
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

2 painters Final paint at trim in patisserie

20 hrs.
10

CCD 22

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

SIGNATURE [signature] DATE 9-27-18

QUANTUM COATINGS | EXTRA WORK ORDER

CUSTOMER'S ORDER NO.	OUR JOB #	DATE
		9-26-18
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

2 painters prime and paint walls at patisserie

20 hrs.

~~Back charge~~

Patisserie CCD 22
moved speakers had to skim walls + re-paint

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

SIGNATURE [signature] DATE 9-26-18

R - 4203

ELECTRONICALLY FILED - 2023 May 12 8:08 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

QUANTUM COATINGS

EXTRA WORK ORDER

CUSTOMER'S ORDER NO.	OUR JOB #	DATE
		9-28-18
JOB NAME	LOCATION	PHONE
Bonnett 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

Prep, Prime and paint trim around A.C vents in patisserie.

2 painters 20 hrs.

CCD 22

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

SIGNATURE [signature] DATE 9-28-18

R - 4204

ELECTRONICALLY FILED - 2023 May 12 8:08 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CCD #23	Fire Phones and Jacks							
Subcontractor		18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct
PRECISION WALLS								
LCCM								
BMCC								
WATSON								
PASCO								
MERIT						$ -		
1ST CHOICE								
TATE								
TRIMARK								
TOTAL								
BBC						$ -		
MARKUP					$ -	$ -	$ -	$ -
Total					$ -	$ -	$ -	$ -

TOTAL CCD $ -

R - 4205

ELECTRONICALLY FILED - 2023 May 12 8:08 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

The Hotel at Marion Square

CCD 024 Tracking Matrix

Balfour Beatty Construction
10/22/2018

CCD #24	Ballroom Can Lights								
Subcontractor		18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct	18-Nov
PRECISION WALLS									
LCCM									
BMCC									
WATSON								$1,085.04	
PASCO									
MERIT							$1,285.47		
1ST CHOICE									
TATE									
TRIMARK									
TOTAL							$1,285.47	$1,085.04	
BBC							$ -	$ 813.00	
MARKUP						$ -	$ 77.13	$ 113.88	
Total						$ -	$1,362.60	$2,011.92	

TOTAL CCD $ 3,374.52

R - 4206

ELECTRONICALLY FILED - 2023 May 12 8:08 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Company 50540 BALFOUR BEATTY CONSTR, LLC-RTD
Job Number 13026424 MARION SQ-CCD24 BALLROOM CAN

Owner 2859853 LIBRARY ASSOCIATES, LLC(BENNET

DATE CONTRACT SIGNED:	
CONTRACT TYPE:	LUMP SUM
CASUALTY INS RATE:	
CS ALLOCATION RATE:	
PR BURDEN RATE:	
SUBGUARD RATE:	
CCIP:	

CONTRACT SCHEDULE STATUS:

CONTRACT START DATE:	03/15/2014
CONTRACT FINISH DATE:	
ESTIMATED CONTRACT FINISH	

PERSONNEL DATA:

BUS UNIT LEAD:	3189319	SANDEEN, JEFFREY A
PROJECT MGR:	899688	STARCEVIC, NICHOLAS
PROJECT ACCT:	3919959	ASHE, CANDICE LYNN
PROJECT EXEC:		
PROJ ENG:		

PROJECTED PROFIT:

10/26/2018	(813)	.00
09/28/2018	(488)	.00
08/31/2018	.0	.00
07/27/2018	.0	.00
06/29/2018	.0	.00

FINANCIAL SUMMARY:

ORIGINAL CONTRACT AMOUNT:	0
REVENUE BUDGET TRANSFERS	0
CHANGE ORDERS:	0
REVISED CONTRACT AMOUNT:	0

PROFIT:

CURRENT FEE BUDGET:	0
CHANGE ORDER FEE:	0
TOTAL BUDGET PROFIT:	0
PROJECTED SAVINGS/(LOSS):	(813)
PROJECTED TOTAL PROFIT:	(813)

BUYOUT STATUS:

SUBCONTRACTOR:	.00

OWNER BILLINGS SUMMARY:

TOTAL BILLED TO DATE(GROSS):	0
TOTAL TAXED TO DATE(GROSS):	0
RETENTION HELD:	0
COLLECTED TO DATE:	0
OPEN A/R BALANCE:	0

A/R Aging:

CURRENT	0
31-60	0
61-90	0
Over 90	0
Total	0

R - 4207

	Original Budget	Budget Transfers	Change Orders	Revised Budget	% Budget Complete	Total Commitments	Cost This Period	Cost to Date	Cost to Complete	Revenue/Cost at Completion	Savings or (Loss)	Amount Change	True % Comple
GENERAL CONDITIONS	0	0	0	0	0	0	325	813	0	813	(813)	(325)	100%
SUBTOTAL - CONTRACT COST	0	0	0	0	0	0	325	813	0	813	(813)	(325)	100%
TOTAL VARIANCE:	0	0	0	0						(813)			

BBC Labor CCD 024 Cost to Date - $813.00
Costs Previously Billed Thru Pay App 042 - $0.00
Cost to be Billed OCO 19 (Pay App 043) - $813.00

PROPOSED CHANGE ORDER

Watson Electrical
3215 Fortune Drive, Suite 109
North Chalreston, South Carolina 29418

CCN #	**191**
Date:	9/17/2018
Project Name:	Marion Square Hotel
Project Number:	21046
Page Number:	1

Client Address:

Balfour Beatty Construction
306 Meeting Street
Charleston, South Carolina

Work Description

We reserve the right to correct this quote for errors and omissions.

This CCD# 24 includes the labor to remove 6 can lights on the 2nd floor in the ballroom, abandoned circuit.

This quote covers direct costs only and we reserve the right to claim for impact and consequential costs.
This price is good for acceptance within 30 days from the date of receipt.
We request a time extension of 1 days.
We will supply and install all materials, labor, and equipment as per your instructions on **<CCN_191_CCD 24> <ccn_CCD 24>.**

Itemized Breakdown

Description	Qty	Net Price	U	Total Mat.	Labor	U	Total Hrs.
DEMO FIXTURE RCSD DOWN LITE	6	0.00	E	0.00	0.37	E	0.00
Totals	**6**			**0.00**			**0.00**

Summary

JOURNEYMAN	(18.00 Hrs @ $52.00)	936.00
MILEAGE	(18.00 @ 0.00 @ $2.50 + 0.000 % + 0.000 % + 0.000 %)	45.00
CONSUMABLES	(18.00 @ 0.00 @ $0.30 + 0.000 % + 0.000 % + 0.000 %)	5.40
Subtotal		**986.40**
	(@ 10.000 %)	98.64
Subtotal		**1,085.04**
Final Amount		**$1,085.04**

CONTRACTOR CERTIFICATION

Name: _____

Date: _____

Signature: _____
I hereby certify that this quotation is complete and accurate based on the information provided.

ORIGINAL

ELECTRONICALLY FILED - 2023 May 12 8:08 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

PROPOSED CHANGE ORDER

Client Address:

Watson Electrical
3215 Fortune Drive, Suite 109
North Chalreston, South Carolina 29418

Balfour Beatty Construction
306 Meeting Street
Charleston, South Carolina

CCN #	**191**
Date:	9/17/2018
Project Name:	Marion Square Hotel
Project Number:	21046
Page Number:	2

CLIENT ACCEPTANCE

CCN # **191**
Final Amount: **$1,085.04**

Name: _____

Date: _____

Signature: _____

Change Order #: _____

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

ELECTRONICALLY FILED - 2023 May 12 8:08 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

WATSON ELECTRICAL

CCN 191

DAILY TIME & MATERIAL WORK REPORT

Date	Job No.	Work Order No.
8-27-18	21046	CCD 24

M	T	W	T	F	S	S	Job Name
X							Marion Square

Description of Work: Removed 6 cm lines in bathroom, Abandoned circuit

MATERIAL LIST

Quantity	Description	Rate	Amount
Total			$

LABOR LIST

Name	Title	Reg Hrs	Rate	OT Hrs	Rate	Amount
Timothy Lemond		6				
Gregory Bunch		6				
Travis Brown		6				
	CCD	24		7-1:30		
Total		18				$

EQUIPMENT LIST

Description	Hours	Rate	Amount	Mileage	Rate	Amount
Total						$

Completed By: [signature]
Watson Electrical Construction Co. LLC

Approved By: [signature] 8-27-18

☒ Job Complete ☐ Not Complete

R-4210

ELECTRONICALLY FILED - 2023 May 12 8:08 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

ELECTRONICALLY FILED - 2023 May 12 8:08 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CCD #25	FCU Relocation in Electrical Room								
Subcontractor		18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct	18-Nov
PRECISION WALLS									
LCCM									
BMCC									
WATSON									
PASCO									
MERIT									
1ST CHOICE									
TATE									
TRIMARK									
TOTAL							$ -		
BBC							$ -	$ 467.00	$ -
MARKUP						$ -	$ -	$ 28.02	$ -
Total						$ -	$ -	$ 495.02	$ -

TOTAL CCD $ 495.02

R - 4211

ELECTRONICALLY FILED - 2023 May 12 8:08 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Company 50540 BALFOUR BEATTY CONSTR, LLC-RTD
Job Number 13026425 MARION SQ-CCD25 FCU RELOC IN

Owner 2859853 LIBRARY ASSOCIATES, LLC(BENNET

DATE CONTRACT SIGNED:	
CONTRACT TYPE:	LUMP SUM
CASUALTY INS RATE:	
CS ALLOCATION RATE:	
PR BURDEN RATE:	
SUBGUARD RATE:	
CCIP:	

CONTRACT SCHEDULE STATUS:

CONTRACT START DATE:	03/15/2014
CONTRACT FINISH DATE:	
ESTIMATED CONTRACT FINISH	

PERSONNEL DATA:

BUS UNIT LEAD:	3189319	SANDEEN, JEFFREY A
PROJECT MGR:	899688	STARCEVIC, NICHOLAS
PROJECT ACCT:	3919959	ASHE, CANDICE LYNN
PROJECT EXEC:		
PROJ ENG:		

PROJECTED PROFIT:

10/26/2018	(467)	.00
09/28/2018	(467)	.00
08/31/2018	.0	.00
07/27/2018	.0	.00
06/29/2018	.0	.00

FINANCIAL SUMMARY:

ORIGINAL CONTRACT AMOUNT:	0
REVENUE BUDGET TRANSFERS	0
CHANGE ORDERS:	0
REVISED CONTRACT AMOUNT:	0

PROFIT:

CURRENT FEE BUDGET:	0
CHANGE ORDER FEE:	0
TOTAL BUDGET PROFIT:	0
PROJECTED SAVINGS/(LOSS):	(467)
PROJECTED TOTAL PROFIT:	(467)

BUYOUT STATUS:

SUBCONTRACTOR:	.00

OWNER BILLINGS SUMMARY:

TOTAL BILLED TO DATE(GROSS):	0
TOTAL TAXED TO DATE(GROSS):	0
RETENTION HELD:	0
COLLECTED TO DATE:	0
OPEN A/R BALANCE:	0

A/R Aging:

CURRENT	0
31-60	0
61-90	0
Over 90	0
Total	0

R - 4212

	Original Budget	Budget Transfers	Change Orders	Revised Budget	% Budget Complete	Total Commitments	Cost This Period	Cost to Date	Cost to Complete	Revenue/Cost at Completion	Savings or (Loss)	Amount Change	True % Comple
GENERAL CONDITIONS	0	0	0	0	0	0	0	467	0	467	(467)	0	100%
SUBTOTAL - CONTRACT COST	0	0	0	0	0	0	0	467	0	467	(467)	0	100%
TOTAL VARIANCE:	0	0	0	0						(467)			

BBC Labor CCD 025 Cost to Date - $467.00
Costs Previously Billed Thru Pay App 042 - $0.00
Cost to be Billed OCO 19 (Pay App 043) - $467.00

ELECTRONICALLY FILED - 2023 May 12 8:08 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CCD #27	Garage Ramp Ceiling								
Subcontractor		18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct	18-Nov
PRECISION WALLS									
LCCM									
BMCC									
WATSON									
PASCO									
MERIT									
1ST CHOICE									
TATE									
TRIMARK									
TOTAL							$ -		
BBC							$ -	$ 407.00	$ -
MARKUP						$ -	$ -	$ 24.42	$ -
Total						$ -	$ -	$ 431.42	$ -

TOTAL CCD $ 431.42

R - 4213

ELECTRONICALLY FILED - 2023 May 12 8:08 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Company 50540 BALFOUR BEATTY CONSTR, LLC-RTD
Job Number 13026427 MARION SQ-CCD027 GARAGE RAMP

Owner 2859853 LIBRARY ASSOCIATES, LLC(BENNET

DATE CONTRACT SIGNED:
CONTRACT TYPE: LUMP SUM
CASUALTY INS RATE:
CS ALLOCATION RATE:
PR BURDEN RATE:
SUBGUARD RATE:
CCIP:

CONTRACT SCHEDULE STATUS:

CONTRACT START DATE:	03/15/2014
CONTRACT FINISH DATE:	
ESTIMATED CONTRACT FINISH	

PERSONNEL DATA:

BUS UNIT LEAD:	3189319	SANDEEN, JEFFREY A
PROJECT MGR:	899688	STARCEVIC, NICHOLAS
PROJECT ACCT:	3919959	ASHE, CANDICE LYNN
PROJECT EXEC:		
PROJ ENG:		

PROJECTED PROFIT:

10/26/2018	(407)	.00
09/28/2018	(163)	.00
08/31/2018	.0	.00
07/27/2018	.0	.00
06/29/2018	.0	.00

FINANCIAL SUMMARY:

ORIGINAL CONTRACT AMOUNT:	0
REVENUE BUDGET TRANSFERS	0
CHANGE ORDERS:	0
REVISED CONTRACT AMOUNT:	0

PROFIT:

CURRENT FEE BUDGET:	0
CHANGE ORDER FEE:	0
TOTAL BUDGET PROFIT:	0
PROJECTED SAVINGS/(LOSS):	(407)
PROJECTED TOTAL PROFIT:	(407)

BUYOUT STATUS:

SUBCONTRACTOR:	.00

OWNER BILLINGS SUMMARY:

TOTAL BILLED TO DATE(GROSS):	0
TOTAL TAXED TO DATE(GROSS):	0
RETENTION HELD:	0
COLLECTED TO DATE:	0
OPEN A/R BALANCE:	0

A/R Aging:

CURRENT	0
31-60	0
61-90	0
Over 90	0
Total	0

	Original Budget	Budget Transfers	Change Orders	Revised Budget	% Budget Complete	Total Commitments	Cost This Period	Cost to Date	Cost to Complete	Revenue/Cost at Completion	Savings or (Loss)	Amount Change	True % Comple
GENERAL CONDITIONS	0	0	0	0	0	0	244	407	0	407	(407)	(244)	100%
SUBTOTAL - CONTRACT COST	0	0	0	0	0	0	244	407	0	407	(407)	(244)	100%
TOTAL VARIANCE:	0	0	0	0						(407)			

BBC Labor CCD 027 Cost to Date - $407.00
Costs Previously Billed Thru Pay App 042 - $0.00
Cost to be Billed OCO 19 (Pay App 043) - $407.00

R - 4214

ELECTRONICALLY FILED - 2023 May 12 8:08 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CCD #28	Support for DAS System								
Subcontractor		18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct	18-Nov
PRECISION WALLS									
LCCM									
BMCC									
WATSON									
PASCO									
MERIT									
1ST CHOICE									
TATE									
TRIMARK									
TOTAL							$ -		
BBC							$ -	$ 488.00	$ -
MARKUP						$ -	$ -	$ 29.28	$ -
Total						$ -	$ -	$ 517.28	$ -

TOTAL CCD $ 517.28

R - 4215

ELECTRONICALLY FILED - 2023 May 12 8:08 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Company 50540 BALFOUR BEATTY CONSTR, LLC-RTD
Job Number 13026428 MARION SQ-CCD0287 BDA/DAS SYS

Owner 2859853 LIBRARY ASSOCIATES, LLC(BENNET

DATE CONTRACT SIGNED:	
CONTRACT TYPE:	LUMP SUM
CASUALTY INS RATE:	
CS ALLOCATION RATE:	
PR BURDEN RATE:	
SUBGUARD RATE:	
CCIP:	

CONTRACT SCHEDULE STATUS:

CONTRACT START DATE:	03/15/2014
CONTRACT FINISH DATE:	
ESTIMATED CONTRACT FINISH	

PERSONNEL DATA:

BUS UNIT LEAD:	3189319	SANDEEN, JEFFREY A
PROJECT MGR:	899688	STARCEVIC, NICHOLAS
PROJECT ACCT:	3919959	ASHE, CANDICE LYNN
PROJECT EXEC:		
PROJ ENG:		

PROJECTED PROFIT:

10/26/2018	(488)	.00
09/28/2018	(163)	.00
08/31/2018	.0	.00
07/27/2018	.0	.00
06/29/2018	.0	.00

FINANCIAL SUMMARY:

ORIGINAL CONTRACT AMOUNT:	0
REVENUE BUDGET TRANSFERS	0
CHANGE ORDERS:	0
REVISED CONTRACT AMOUNT:	0

PROFIT:

CURRENT FEE BUDGET:	0
CHANGE ORDER FEE:	0
TOTAL BUDGET PROFIT:	0
PROJECTED SAVINGS/(LOSS):	(488)
PROJECTED TOTAL PROFIT:	(488)

BUYOUT STATUS:

SUBCONTRACTOR:	.00

OWNER BILLINGS SUMMARY:

TOTAL BILLED TO DATE(GROSS):	0
TOTAL TAXED TO DATE(GROSS):	0
RETENTION HELD:	0
COLLECTED TO DATE:	0
OPEN A/R BALANCE:	0

A/R Aging:

CURRENT	0
31-60	0
61-90	0
Over 90	0
Total	0

R - 4216

	Original Budget	Budget Transfers	Change Orders	Revised Budget	% Budget Complete	Total Commitments	Cost This Period	Cost to Date	Cost to Complete	Revenue/Cost at Completion	Savings or (Loss)	Amount Change	True % Comple
GENERAL CONDITIONS	0	0	0	0	0	0	325	488	0	488	(488)	(325)	100%
SUBTOTAL - CONTRACT COST	0	0	0	0	0	0	325	488	0	488	(488)	(325)	100%
TOTAL VARIANCE:	0	0	0	0						(488)			

BBC Labor CCD 028 Cost to Date - $488.00
Costs Previously Billed Thru Pay App 042 - $0.00
Cost to be Billed OCO 19 (Pay App 043) - $488.00

ELECTRONICALLY FILED - 2023 May 12 8:08 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CCD #30	Kitchen Lighting Additions								
Subcontractor		18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct	18-Nov
PRECISION WALLS									
LCCM									
BMCC									
WATSON								$5,169.05	
PASCO									
MERIT									
1ST CHOICE									
TATE									
TRIMARK									
TOTAL							$ -	$5,169.05	
BBC							$ -	$1,525.00	$ -
MARKUP						$ -	$ -	$ 401.64	$ -
Total						$ -	$ -	$7,095.69	$ -

TOTAL CCD $ 7,095.69

R - 4217

ELECTRONICALLY FILED - 2023 May 12 8:08 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Company 50540 BALFOUR BEATTY CONSTR, LLC-RTD
Job Number 13026403 MARION SQ-CCD030 KITCHEN LIGHT

Owner 2859853 LIBRARY ASSOCIATES, LLC(BENNET

DATE CONTRACT SIGNED:	
CONTRACT TYPE:	LUMP SUM
CASUALTY INS RATE:	
CS ALLOCATION RATE:	
PR BURDEN RATE:	
SUBGUARD RATE:	
CCIP:	

CONTRACT SCHEDULE STATUS:

CONTRACT START DATE:	03/15/2014
CONTRACT FINISH DATE:	
ESTIMATED CONTRACT FINISH	

PERSONNEL DATA:

BUS UNIT LEAD:	3189319	SANDEEN, JEFFREY A
PROJECT MGR:	899688	STARCEVIC, NICHOLAS
PROJECT ACCT:	3919959	ASHE, CANDICE LYNN
PROJECT EXEC:		
PROJ ENG:		

PROJECTED PROFIT:

10/26/2018	(1,525)	.00
09/28/2018	(1,199)	.00
08/31/2018	.0	.00
07/27/2018	.0	.00
06/29/2018	.0	.00

FINANCIAL SUMMARY:

ORIGINAL CONTRACT AMOUNT:	0
REVENUE BUDGET TRANSFERS	0
CHANGE ORDERS:	0
REVISED CONTRACT AMOUNT:	0

PROFIT:

CURRENT FEE BUDGET:	0
CHANGE ORDER FEE:	0
TOTAL BUDGET PROFIT:	0
PROJECTED SAVINGS/(LOSS):	(1,525)
PROJECTED TOTAL PROFIT:	(1,525)

BUYOUT STATUS:

SUBCONTRACTOR:	.00

OWNER BILLINGS SUMMARY:

TOTAL BILLED TO DATE(GROSS):	0
TOTAL TAXED TO DATE(GROSS):	0
RETENTION HELD:	0
COLLECTED TO DATE:	0
OPEN A/R BALANCE:	0

A/R Aging:

CURRENT	0
31-60	0
61-90	0
Over 90	0
Total	0

R - 4218

	Original Budget	Budget Transfers	Change Orders	Revised Budget	% Budget Complete	Total Commitments	Cost This Period	Cost to Date	Cost to Complete	Revenue/Cost at Completion	Savings or (Loss)	Amount Change	True % Comple
GENERAL CONDITIONS	0	0	0	0	0	0	325	1,525	0	1,525	(1,525)	(325)	100%
SUBTOTAL - CONTRACT COST	0	0	0	0	0	0	325	1,525	0	1,525	(1,525)	(325)	100%
TOTAL VARIANCE:	0	0	0	0						(1,525)			

BBC Labor CCD 030 Cost to Date - $1,525.00
Costs Previously Billed Thru Pay App 042 - $0.00
Cost to be Billed OCO 19 (Pay App 043) - $1,525.00

ELECTRONICALLY FILED - 2023 May 12 8:08 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

PROPOSED CHANGE ORDER

Watson Electrical
3215 Fortune Drive, Suite 109
North Chalreston, South Carolina 29418

CCN #	**193**
Date:	9/28/2018
Project Name:	Marion Square Hotel
Project Number:	21046
Page Number:	1

Client Address:

Balfour Beatty Construction
306 Meeting Street
Charleston, South Carolina

Work Description

We reserve the right to correct this quote for errors and omissions.

This CCD # 30 includes the work to add lighting the the kitchens on 1st, 2nd, and 9th floor kitchens.

This quote covers direct costs only and we reserve the right to claim for impact and consequential costs.
This price is good for acceptance within 30 days from the date of receipt.
We request a time extension of 5 days.
We will supply and install all materials, labor, and equipment as per your instructions on **<CCN_193_CCD# 30> <ccn_193>.**

Itemized Breakdown

Description	Qty	Net Price	U	Total Mat.	Labor	U	Total Hrs.
#12/2C CABLE MC - STL ARMOR	350	417.74	M	146.21	45.00	M	0.00
3/8" CONN SADDLEGRIP DC FOR FLEX / AC-90 / MC	98	78.74	C	77.17	9.00	C	0.00
WIRE CONN RED	123	10.41	C	12.80	9.00	C	0.00
4x 1 1/2" OCT BOX 1/2" KO	8	142.13	C	11.37	40.00	C	0.00
4" OCT BLANK COVER	4	59.44	C	2.38	10.00	C	0.00
4 11/16x 1 1/2" SQ BOX 1/2" KO	5	500.07	C	25.00	40.00	C	0.00
12" BRACKET W/ SLOTTED HOLE 7 1/2" FROM END GR	13	0.00	C	0.00	12.00	C	0.00
2' x 2' DROP-IN T-BAR	3	0.00	E	0.00	1.84	E	0.00
2' x 4' DROP-IN T-BAR	3	0.00	E	0.00	1.84	E	0.00
6" RCSD DNLT HSG - T RATED - 120V	5	0.00	E	0.00	1.44	E	0.00
24" 3500K 86 CRI 17W LAMP - T8	6	0.00	E	0.00	0.10	E	0.00
48" 3500K 86 CRI 32W LAMP - T8	6	0.00	E	0.00	0.14	E	0.00
100A-120V IF LAMP	5	0.00	E	0.00	0.05	E	0.00
Totals	**629**			**274.93**			**0.00**

Summary

General Materials		274.93
LIGHTING FIXTURES		1,657.00
Material Tax	(@ 8.500 %)	164.21
Material Total		**2,096.14**
JOURNEYMAN	(47.50 Hrs @ $52.00)	2,470.00
MILEAGE	(47.50 @ 0.00 @ $2.50 + 0.000 % + 0.000 % + 0.000 %)	118.75
CONSUMABLES	(47.50 @ 0.00 @ $0.30 + 0.000 % + 0.000 % + 0.000 %)	14.25
Subtotal		**4,699.14**
	(@ 10.000 %)	469.91

ORIGINAL

Patisserie (A)

CCN 193

WATSON ELECTRICAL

DAILY TIME & MATERIAL WORK REPORT

Date	Job No.	Work Order No.
9-17-18	2446	CCD 30

M	T	W	T	F	S	S	Job Name
X							

Description of Work: Adding 2'x2' LED lites in patisserie kitchen

MATERIAL LIST

Quantity	Description	Rate	Amount
✓2	2'x2' LED lites		
✓12	Box wire nuts		
✓6	2/0 connectors		
✓CBC	15 ft wire		
	1-hp 1.00		
Total			$

LABOR LIST

Name	Title	Reg Hrs	Rate	OT Hrs	Rate	Amount
J Blanco	Elect	3				
Total						$

EQUIPMENT LIST

Description	Hours	Rate	Amount	Mileage	Rate	Amount
Total						$

Completed By:

Watson Electrical Construction Co. LLC

Approved By: [signature] 9-17-18

☐ Job Complete ☒ Not Complete

R-4220

ELECTRONICALLY FILED - 2023 May 12 8:08 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Patt Sentell

CCN 193

WATSON ELECTRICAL

DAILY TIME & MATERIAL WORK REPORT

Date	Job No.	Work Order No.
9-18-18	21046	CCD 30

M	T	W	T	F	S	S	Job Name
	X						

Description of Work: Adding lites to kitchen

MATERIAL LIST

Quantity	Description	Rate	Amount
1	2'x2' LED lite		
127	12/2 MC		
115	Red wire nuts		
1	3/8" connectors w/ Bushings		
1	2'x4' Lite		
	~~[illegible]~~		
	OT - 10 pm		
Total			$

LABOR LIST

Name	Title	Reg Hrs	Rate	OT Hrs	Rate	Amount
Jimmie Clark		5				
Total		5				$

EQUIPMENT LIST

Description	Hours	Rate	Amount	Mileage	Rate	Amount
Total						$

Completed By: [illegible]

Watson Electrical Construction Co. LLC

Approved By: [illegible]

☑ Job Complete ☐ Not Complete

R-4221

ELECTRONICALLY FILED - 2023 May 12 8:08 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

B

CCN 193

WATSON ELECTRICAL

DAILY TIME & MATERIAL WORK REPORT

Date	Job No.	Work Order No.
9-18-18	21046	CCD 30 9th Floor

M	T	W	T	F	S	S	Job Name
	✓						

Description of Work: Adding lites in kitchen

MATERIAL LIST

Quantity	Description	Rate	Amount
✓ 4	4" octagon boxes		
✓ 50'	1/2 IMC		
✓ 16	3/4" IMC connector w/ Bushings		
✓ 4	4" Round Blanks		
✓ 25	#12 wire nuts		
✓ 4	Bar Brackets		
	8 man - 5:30		
Total			$

LABOR LIST

Name	Title	Reg Hrs	Rate	OT Hrs	Rate	Amount
Fred Baumann		3.5				
Total		3.5				$

EQUIPMENT LIST

Description	Hours	Rate	Amount	Mileage	Rate	Amount
Total						$

Completed By: [signature]

Watson Electrical Construction Co. LLC

Approved By: [signature]

☐ Job Complete ☒ Not Complete

R-4222

ELECTRONICALLY FILED - 2023 May 12 8:08 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

ELECTRONICALLY FILED - 2023 May 12 8:08 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CCN 193

WATSON ELECTRICAL

DAILY TIME & MATERIAL WORK REPORT

Date	Job No.	Work Order No.
6-19-18	21046	CCD 30

M | T | W ✓ | T | F | S | S | Job Name

Description of Work: Adding lites in kitchen

MATERIAL LIST

Quantity	Description	Rate	Amount
150'	12/2 MC		
2	3/4" connects w/ bushing		
4	4" octagon boxes		
4	Box supports		
	7:30 - 9:00		
Total			$

LABOR LIST

Name	Title	Reg Hrs	Rate	OT Hrs	Rate	Amount
Fred Powell		1 1/2				
T.J. Mahoney		1 1/2				
Total		3				$

EQUIPMENT LIST

Description	Hours	Rate	Amount	Mileage	Rate	Amount
Total						$

Completed By: [signature]

Watson Electrical Construction Co. LLC

Approved By: [signature]

☐ Job Complete ☒ Not Complete

R-4223

WATSON ELECTRICAL

CCN 193

DAILY TIME & MATERIAL WORK REPORT

Date	Job No.	Work Order No.
9-18-18	21046	CCN 30

M	T X	W	T	F	S	S	Job Name

Description of Work: [illegible] and moving lites in kitchen

MATERIAL LIST

Quantity	Description	Rate	Amount
2	[illegible] lites		
25'	[illegible]		
6	[illegible]		
10	[illegible]		
	10:30 - 5:30		
Total			$

LABOR LIST

Name	Title	Reg Hrs	Rate	OT Hrs	Rate	Amount
[illegible]		5				
Total		5				$

EQUIPMENT LIST

Description	Hours	Rate	Amount	Mileage	Rate	Amount
Total						$

Completed By: [signature]

Watson Electrical Construction Co. LLC

Approved By: [signature]

☐ Job Complete ☒ Not Complete

R-4224

ELECTRONICALLY FILED - 2023 May 12 8:08 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

WATSON ELECTRICAL

CCN 193

DAILY TIME & MATERIAL WORK REPORT

Date	Job No.	Work Order No.
9-19-18	21046	1st Floor Kitchen

M	T	W	T	F	S	S	Job Name
		X					

Description of Work: Adding + moving lite

MATERIAL LIST

Quantity	Description	Rate	Amount
✓ 7	120 wire		
✓ 18	1/2" Nils (PVC)		
✓ 18	3/4" Connector w/ Bushing		

Total $

LABOR LIST

Name	Title	Reg Hrs	Rate	OT Hrs	Rate	Amount
Thomas Clark		10				
Willie Mayer		8				

Total $

18

EQUIPMENT LIST

Description	Hours	Rate	Amount	Mileage	Rate	Amount

Total $

Completed By: [signature]

Watson Electrical Construction Co. LLC

Approved By: [signature]

☐ Job Complete ☒ Not Complete

R-4225

ELECTRONICALLY FILED - 2023 May 12 8:08 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

WATSON ELECTRICAL

CCN 193

DAILY TIME & MATERIAL WORK REPORT

Date	Job No.	Work Order No.
9-20-13	31046	CCD 30

4 - Kitchen
1 - Kitchen

M	T	W	T	F	S	S	Job Name
			X				

Description of Work: Install 10" round LED surface mount lites in kitchen.

MATERIAL LIST

Quantity	Description	Rate	Amount
5	10" LED Surface Dimmable ATW		
5	4 11/16 Boxes		
12	3/4" connectors w/Bushings		
25'	12/2 NMC		
30	Red wire nuts		
5	Box hangers Box supports		
Total			$

LABOR LIST

Name	Title	Reg Hrs	Rate	OT Hrs	Rate	Amount
Fred Pavent		4		10/8 - 10 pm		
T.J. Mahoney		2		10/8 - 10 pm		
Total		6				$

EQUIPMENT LIST

Description	Hours	Rate	Amount	Mileage	Rate	Amount
Total						$

Completed By: [signature]

Watson Electrical Construction Co. LLC

Approved By: [signature]

☒ Job Complete ☐ Not Complete

R - 4226

Form No. 417 (9/99)

ELECTRONICALLY FILED - 2023 May 12 8:08 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

WATSON ELECTRICAL

CCN 193

DAILY TIME & MATERIAL WORK REPORT

Date	Job No.	Work Order No.
9-19-18	31046	2nd Attach. CCD 30

M	T	W	T	F	S	S	Job Name
		X					

Description of Work: Adding lites

MATERIAL LIST

Quantity	Description	Rate	Amount
50'	1/2" EMC		
10	3/4" EMC connectors w/bushing		
12	Red Wire Nuts		
	BK-11		
Total			$

LABOR LIST

Name	Title	Reg Hrs	Rate	OT Hrs	Rate	Amount
Fred Tarwell		2				
TJ Manning		2				
Total		4				$

EQUIPMENT LIST

Description	Hours	Rate	Amount	Mileage	Rate	Amount
Total						$

Completed By: [signature]

Watson Electrical Construction Co. LLC

Approved By: [signature]

[X] Job Complete

[ ] Not Complete

R-4227

ELECTRONICALLY FILED - 2023 May 12 8:08 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

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The Hotel at Marion Square

CCD 036 Tracking Matrix

Balfour Beatty Construction
10/22/2018

CCD #36	Shutters							
Subcontractor		18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct
PRECISION WALLS								
LCCM								
BMCC								
WATSON								
PASCO								
MERIT						$ -		
1ST CHOICE								
TATE								
WARCO							$ -	
TOTAL						$ -	$ -	
BBC					$ -	$ -	$ -	$ 976.00
MARKUP					$ -	$ -	$ -	$ 58.56
Total					$ -	$ -	$ -	$1,034.56

TOTAL CCD $ 1,034.56

R - 4228

ELECTRONICALLY FILED - 2023 May 12 8:08 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Company 50540 BALFOUR BEATTY CONSTR, LLC-RTD
Job Number 13026436 MARION SQ-CCD036 S156R2 SHUTTE

Owner 2859853 LIBRARY ASSOCIATES, LLC(BENNET

DATE CONTRACT SIGNED:
CONTRACT TYPE: LUMP SUM
CASUALTY INS RATE:
CS ALLOCATION RATE:
PR BURDEN RATE:
SUBGUARD RATE:
CCIP:

CONTRACT SCHEDULE STATUS:

CONTRACT START DATE:	03/15/2014
CONTRACT FINISH DATE:	
ESTIMATED CONTRACT FINISH	

PERSONNEL DATA:

BUS UNIT LEAD:	3189319	SANDEEN, JEFFREY A
PROJECT MGR:	899688	STARCEVIC, NICHOLAS
PROJECT ACCT:	3919959	ASHE, CANDICE LYNN
PROJECT EXEC:		
PROJ ENG:		

PROJECTED PROFIT:

10/26/2018	(976)	.00
09/28/2018	(651)	.00
08/31/2018	.0	.00
07/27/2018	.0	.00
06/29/2018	.0	.00

FINANCIAL SUMMARY:

ORIGINAL CONTRACT AMOUNT:	0
REVENUE BUDGET TRANSFERS	0
CHANGE ORDERS:	0
REVISED CONTRACT AMOUNT:	0

PROFIT:

CURRENT FEE BUDGET:	0
CHANGE ORDER FEE:	0
TOTAL BUDGET PROFIT:	0
PROJECTED SAVINGS/(LOSS):	(976)
PROJECTED TOTAL PROFIT:	(976)

BUYOUT STATUS:

SUBCONTRACTOR:	.00

OWNER BILLINGS SUMMARY:

TOTAL BILLED TO DATE(GROSS):	0
TOTAL TAXED TO DATE(GROSS):	0
RETENTION HELD:	0
COLLECTED TO DATE:	0
OPEN A/R BALANCE:	0

A/R Aging:

CURRENT	0
31-60	0
61-90	0
Over 90	0
Total	0

R - 4229

	Original Budget	Budget Transfers	Change Orders	Revised Budget	% Budget Complete	Total Commitments	Cost This Period	Cost to Date	Cost to Complete	Revenue/Cost at Completion	Savings or (Loss)	Amount Change	True % Comple
GENERAL CONDITIONS	0	0	0	0	0	0	325	976	0	976	(976)	(325)	100%
SUBTOTAL - CONTRACT COST	0	0	0	0	0	0	325	976	0	976	(976)	(325)	100%
TOTAL VARIANCE:	0	0	0	0						(976)			

BBC Labor CCD 036 Cost to Date - $976.00
Costs Previously Billed Thru Pay App 042 - $0.00
Cost to be Billed OCO 19 (Pay App 043) - $976.00

ELECTRONICALLY FILED - 2023 May 12 8:08 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

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Owner Change Order

Owner	X
Architect	X
Contractor	X
Field	
Other	

Project:
Hotel at Marion Square

Change Order Number: 020

Change Order Date: 11/21/2018

To Contractor: (*Name and address*):
Balfour Beatty Construction, LLC
306 Meeting Street, Ste. 300

Charleston, SC 29401

Architect's Project No: Owner Agreement
Contract Date:

The Contract is changed as follows:

Work performed on Construction Change Directive's to be billed in OCO 020.

Construction Change Directive 003 – Custom Color Sprinkler Heads	$209.88
Construction Change Directive 006 – Stair 4	$840.58
Construction Change Directive 007 – Dining Outlets	$442.02
Construction Change Directive 008 – Manager's Apartment	$14,630.12
Construction Change Directive 009 – 1st Floor Casework	$891.46
Construction Change Directive 010 – SI58R1	$344.49
Construction Change Directive 014 – Patisserie Column Detail	$469.58
Construction Change Directive 016 – Bar Equipment Additions	$6,193.47
Construction Change Directive 018 –Rooftop Bar T Stat Relocation	$97.52
Construction Change Directive 019 – Shift Fire Alarm Horn Strobe	$323.30
Construction Change Directive 022 - Patisserie Back Counter Shelf	$651.90
Construction Change Directive 026 – Telkonet T Stat Changes	$689.00
Construction Change Directive 027 – Garage Ramp Ceiling	$17,775.61
Construction Change Directive 028 – Support for DAS System	$603.14
Construction Change Directive 031 – Transformer and Service Yard Screen Wall	$9,673.56
Construction Change Directive 033 – Rooftop Lobby Bar Revised Millwork	$2,212,22
Construction Change Directive 036 – Shutter Revisions	$881.92
Construction Change Directive 039 – Wine Cooler	$344.50
Subtotal	$54,032.34
Markups	$3,241.93
Owner Change Order 020 Total	$57,274.27

Construction Change Directive 016 - November Draw

The original Contract Sum was	$59,344,747.00
Net change by previously authorized Change Orders	$5,579,894.87
The Contract Sum prior to this Change Order was	$64,924,641.87
The Contract Sum will be increased by this Change Order in the amount of	$57,274.27
The new Contract Sum including this Change Order will be	$64,981,916.14
The Contract Time will be increased / decreased	0 days

The date of Substantial Completion as of the date of this Change Order therefore is 8/19/2017

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

ARCHITECT *(Firm name)* **Winford Lindsay Architect** 344 West Pike Street Lawrenceville, GA 30046	**CONTRACTOR** *(Firm name)* **Balfour Beatty Construction, LLC** 1930 Camden Road Suite 280 Charlotte, NC 28203	**OWNER** *(Firm name)* **Library Associates, LLC** 17 Lockwood Drive Charleston, SC 29401
ADDRESS	**ADDRESS**	**ADDRESS**
BY *(Signature)*	**BY** *(Signature)*	**BY** *(Signature)*
(Typed name) Jennifer Faulkinberry	*(Typed name)* David Simonton	*(Typed name) Kim Brown*
DATE 1/28/19	**DATE** 1/8/2019	**DATE**

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The Hotel at ion Square Table . mary Balfour Beat onstruction

Construction Change Directive Tracker

November 30, 2018

11/26/2018

CCD#		Description	Status	Current Total	Sept Total (OCO 18)	Oct Total (OCO 19)	Nov Total (OCO 20)
1		VOID					
2		Blackout Windows	Minor Paint Remaining	$ 47,287.41	$ 4,501.56	$ 172.79	$ -
3		Custom Color Sprinkler Heads	Scope Complete	$ 1,745.82	$ 513.04	$ -	$ 209.88
4		SI 61R1 Boardroom TV	Scope Complete	$ 5,169.66	$ -	$ -	$ -
5		Cut Outs in Wall Above Ceilings for Plenum	Scope Complete	$ 3,031.60	$ -	$ -	$ -
6		Stair 4	Final Paint Remaining	$ 69,529.22	$ 8,138.73	$ 6,301.70	$ 840.58
7		Dining Outlets	Incomplete	$ 17,536.96	$ 1,646.18	$ 517.28	$ 442.02
8		Manager's Apartment	Incomplete	$ 89,231.24	$ 39,576.16	$ 603.12	$ 14,630.12
9		1st Floor Casework	Incomplete/Hostess Stand Hold	$ 44,713.60	$ 6,059.34	$ 1,310.46	$ 891.46
10		SI 58R1	Incomplete	$ 12,227.20	$ 1,013.36	$ 603.14	$ 344.49
11		Drain Pan Alarms	Complete	$ 1,241.26	$ 242.74	$ -	$ -
12		AC for Lighting Storage Room	Complete	$ 339.20	$ 253.34	$ -	$ -
13		Shift Kitchen Tables Over Floor Sinks	Complete	$ 924.32	$ -	$ -	$ -
14		Pattisserie Column Detail	Complete	$ 2,109.40	$ -	$ 155.82	$ 469.58
15		Shift Luggage Room Door	On Hold	$ 161.12	$ -	$ -	$ -
16		Bar Equipment Additions	Incomplete	$ 26,941.97	$ 1,067.42	$ -	$ 6,193.47
17		PIU 2-3 Access Panels		$ 3,087.78	$ -	$ -	$ -
18		Rooftop Bar T-Stat Relocation	Complete	$ 97.52	$ -	$ -	$ 97.52
19		Shift Fire Alarm Horn Strobe	Incomplete	$ 808.78	$ -	$ -	$ 323.30
20		Low Voltage Additions (Coordination Only)		$ -			
21		Ice Maker Chilled Water Feed	Complete	$ 685.82	$ -	$ -	$ -
22		Patisserie Back Counter Shelf	Incomplete	$ 12,066.46	$ -	$ 6,662.58	$ 651.90
23		Fireman's Phone Jacks	Incomplete	$ -	$ -		
24		Ballroom Can Lights	Incomplete	$ 3,374.52	$ 1,362.60	$ 2,011.92	$ -
25		FCU Relocation in Electrical Room	Incomplete	$ 495.02	$ -	$ 495.02	$ -
26		Telkonet Thermostat Changes	Incomplete	$ 689.00	$ -		$ 689.00
27		Garage Ramp Ceiling	Incomplete	$ 18,207.03	$ -	$ 431.42	$ 17,775.61
28		Support for DAS System	Incomplete	$ 1,120.42	$ -	$ 517.28	$ 603.14
29		Concierge Lounge Food Prep		$ -	$ -	$ -	
30		Kitchen Lighting Additions	Complete	$ 7,095.69	$ -	$ 7,095.69	$ -
31		Transfromer & Service Yard Screen Wall	Incomplete	$ 9,673.56	$ -	$ -	$ 9,673.56
32		DC-19 Fixture		$ -	$ -	$ -	$ -

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The Hotel at Marion Square
Construction Change Directive Tracker
November 30, 2018

Table Summary

Balfour Beatty Construction

33		Rooftop Lobby Bar Revised Millwork	Incomplete	$ 3,559.48	$ -	$ 1,347.26	$ 2,212.22
34		Grilles		$ -	$ -		
35		Plynth	Incomplete	$ -	$ -		
36		Shutter Revisions	Incomplete	$ 1,916.48	$ -	$ 1,034.56	$ 881.92
37		Tub Fixtures		$ -	$ -		
38		Cobbles_Irrigation		$ -	$ -		
39		Wine Room	Incomplete	$ 344.50	$ -		$ 344.50
40		Doors to Attic Space	Incomplete	$ -	$ -		
				$ -	$ -		
		Totals (Including OHP)		$ 385,412.02	$ 64,374.46	$ 29,260.04	$ 57,274.27

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CCD #2	BLACKOUT WINDOWS									
Subcontractor		18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct	18-Nov	18-Dec
PRECISION WALLS			$ 9,737.00	$ 16,034.00		$ 1,216.00	$ 2,666.00			
LCCM										
BMCC										
WATSON										
PASCO										
MERIT					$ 3,535.00		$ 642.74			
1ST CHOICE			$ 6,069.00			$ 1,186.00				
TATE										
TRIMARK										
SUB TOTAL		$ -	$ 15,806.00	$ 16,034.00	$ 3,535.00	$ 2,402.00	$ 3,308.74	0	0	0
BBC		$ 69.00	$ 664.00	$ 922.00	$ 555.00	$ 214.00	$ 938.00	$ 163.01		
MARKUP		$ 4.14	$ 988.20	$ 1,017.36	$ 245.40	$ 156.96	$ 254.82	$ 9.78		0
TOTAL		$ 73.14	$ 17,458.20	$ 17,973.36	$ 4,335.40	$ 2,772.96	$ 4,501.56	$ 172.79		0

CCD 02 Total	$ 42,613.06

	Description of Service
Shanti Pieniak	Administration of Change Orders and Billings.
Nick Starcevic	Field Coordination / Review, Administation of Change Orders and Billings
Tim Spano	Field Coordination, T&M Review.

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CCD #3	CUSTOM COLOR SPRINKLER HEADS								
Subcontractor		18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct	18-Nov
PRECISION WALLS									
LCCM									
BMCC									
WATSON									
PASCO									
MERIT									
1ST CHOICE									
TATE									
TRIMARK									
SUB TOTAL		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
BBC		$ 137.00	$ 79.00	$ 158.00	$ 429.00	$ 162.00	$ 484.00	$ -	$ 198.00
MARKUP		$ 8.22	$ 4.74	$ 9.48	$ 25.74	$ 9.72	$ 29.04	$ -	$ 11.88
TOTAL		$ 145.22	$ 83.74	$ 167.48	$ 454.74	$ 171.72	$ 513.04	$ -	$ 209.88

TOTAL CCD $ 1,745.82

	Description of Service
AJ Wertzberger	Field Review, Contract Administration

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CCD #4	SI 61R1 BOARDROOM TV								
Subcontractor		18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct	18-Nov
PRECISION WALLS		$1,974.00							
LCCM			$1,253.00						
BMCC									
WATSON				$ 662.04					
PASCO									
MERIT									
1ST CHOICE									
TATE									
TRIMARK									
SUB TOTAL		$1,974.00	$1,253.00	$ 662.04	$ -	$ -	$ -	$ -	
BBC		$ 380.00	$ 319.00	$ 74.00	$ 215.00	$ -	$ -	$ -	
MARKUP		$ 141.24	$ 94.32	$ 44.16	$ 12.90	$ -	$ -	$ -	
TOTAL		$2,495.24	$1,666.32	$ 780.20	$ 227.90	$ -	$ -	$ -	

TOTAL CCD $ 5,169.66

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CCD #5	CUT OUTS IN WALL ABOVE CEILINGS FOR PLENUM								
Subcontractor		18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct	18-Nov
PRECISION WALLS		$2,482.00							
LCCM									
BMCC									
WATSON									
PASCO									
MERIT									
1ST CHOICE									
TATE									
TRIMARK									
SUB TOTAL		$2,482.00	$ -	$ -	$ -	$ -	$ -	$ -	
BBC		$ 299.00	$ 79.00	$ -	$ -	$ -	$ -	$ -	
MARKUP		$ 166.86	$ 4.74	$ -	$ -	$ -	$ -	$ -	
TOTAL		$2,947.86	$ 83.74	$ -	$ -	$ -	$ -	$ -	

Total CCD $ 3,031.60

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CCD #6	STAIR 4								
Subcontractor		18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct	18-Nov
PRECISION WALLS		$2,729.00	$3,707.00						
LCCM		$1,949.00		$5,116.00		$ 16,535.00	$ 3,343.00	$5,457.00	$ 143.00
BMCC									
WATSON				$ 271.66					
PASCO									
MERIT							$ 3,535.04		
1ST CHOICE									
TATE					$ 15,965.90				
FLOORING SERVICES							$ -		
SUB TOTAL		$4,678.00	$3,707.00	$5,387.66	$ 15,965.90	$ 16,535.00	$ 6,878.04	$5,457.00	$ 143.00
BBC		$ 899.00	$1,526.00	$1,030.00	$1,043.00	$ 406.00	$ 800.00	$ 488.00	$ 650.00
MARKUP		$ 334.62	$ 313.98	$ 385.06	$1,020.53	$1,016.46	$ 460.68	$ 356.70	$ 47.58
TOTAL		$5,911.62	$5,546.98	$6,802.72	$ 18,029.43	$ 17,957.46	$ 8,138.73	$6,301.70	$ 840.58

TOTAL CCD $ 69,529.22

	Description of Service
Shanti Pieniak	Administration of Change Orders and Billings.
Nick Starcevic	Submittals, Field Coordination, and Administation of Change Orders and Billings
Tim Spano	Field Review / Coordination

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CCD #7	DINING OUTLETS								
Subcontractor		18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct	18-Nov
PRECISION WALLS				$3,155.00			$ 307.00		
LCCM						$ 2,363.00			
BMCC									
WATSON				$3,028.13	$1,787.17				
PASCO									
MERIT									
1ST CHOICE									
TATE									
TRIMARK									
SUB TOTAL		$ -	$ -	$6,183.13	$1,787.17	$ 2,363.00	$ 307.00	$ -	
BBC		$ 69.00	$1,044.00	$ 610.00	$2,030.00		$1,246.00	$ 488.00	$ 417.00
MARKUP		$ 4.14	$ 62.64	$ 407.59	$ 229.03	$ 141.78	$ 93.18	$ 29.28	$ 25.02
TOTAL		$ 73.14	$1,106.64	$7,200.72	$4,046.20	$ 2,504.78	$1,646.18	$ 517.28	$ 442.02

TOTAL CCD $ 17,536.96

	Description of Service
Alec Dooley	Administration of Change Orders and Billings.
Nick Starcevic	Submittals, Field Coordination, and Administation of Change Orders and Billings
Tim Spano	Field Review / Coordination

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CCD #8	MANAGER'S APARTMENT								
Subcontractor		18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct	18-Nov
PRECISION WALLS				$ 5,748.00	$ 7,873.00				
LCCM			$ 4,405.00	$ 8,110.00		$ (8,110.00)		$ -	
BMCC									
WATSON				$ 5,386.89	$ 1,388.54				
PASCO									
MERIT									
DAVID ALLEN									$ 13,477.00
TATE									
TRIMARK									
WARCO							$ 36,256.00		
SUB TOTAL		$ -	$ 4,405.00	$ 19,244.89	$ 9,261.54	$ (8,110.00)	$ 36,256.00	$ -	$ 13,477.00
BBC		$ -	$ 1,049.00	$ 719.00	$ 5,314.00	$ 590.00	$1,080.00	$ 569.00	$ 325.00
MARKUP		$ -	$ 327.24	$ 1,197.83	$ 874.53	$(451.20)	$2,240.16	$ 34.12	$ 828.12
TOTAL		$ -	$ 5,781.24	$ 21,161.72	$ 15,450.07	$ (7,971.20)	$ 39,576.16	$ 603.12	$ 14,630.12

8752

TOTAL CCD $ 89,231.24

	Description of Service
Alec Dooley	Administration of Change Orders and Billings.
Nick Starcevic	Submittals, Field Coordination, and Administation of Change Orders and Billings
Tim Spano	Field Review / Coordination
AJ Wertzberger	Submittal Review, Field Coordination.

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CCD #9	FIRST FLOOR CASEWORK								
Subcontractor		18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct	18-Nov
PRECISION WALLS									
LCCM						$ 32,166.00			
BMCC									
WATSON								$ 666.28	
PASCO									
MERIT							$3,374.36		
1ST CHOICE									
TATE									
TRIMARK									
SUB TOTAL		$ -	$ -	$ -	$ -	$ 32,166.00	$3,374.36	$ 666.28	
BBC			$ 237.00	$ 844.00	$ 1,336.00	$(194.00)	$2,342.00	$ 570.00	$ 841.00
MARKUP		$ -	$ 14.22	$ 50.64	$ 80.16	$1,918.32	$ 342.98	$ 74.18	$ 50.46
TOTAL		$ -	$ 251.22	$ 894.64	$ 1,416.16	$ 33,890.32	$6,059.34	$1,310.46	$ 891.46

TOTAL CCD $ 44,713.60

	Description of Service
Alec Dooley	Administration of Change Orders and Billings.
Nick Starcevic	Submittals, Coordination Calls, Field Coordination, and Administation of Change Orders and Billing
Tim Spano	Field Review / Coordination

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CCD #10	SI 58R1 - Level 09 HVAC Revisions								
Subcontractor		18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct	18-Nov
PRECISION WALLS			$2,507.00		$2,364.00				
LCCM									
BMCC									
WATSON					$ 637.10				
PASCO									
MERIT									
1ST CHOICE									
TATE									
TRIMARK									
SUB TOTAL		$ -	$2,507.00	$ -	$3,001.10	$ -	$ -	$ -	
BBC		$ -	$ 300.00	$ 700.00	$1,978.00	$1,199.00	$ 956.00	$ 569.00	$ 324.99
MARKUP		$ -	$ 168.42	$ 42.00	$ 298.75	$ 71.94	$ 57.36	$ 34.14	$ 19.50
TOTAL		$ -	$2,975.42	$ 742.00	$5,277.85	$1,270.94	$1,013.36	$ 603.14	$ 344.49

TOTAL CCD $ 12,227.20

	Description of Service
Alec Dooley	Administration of Change Orders and Billings.
Nick Starcevic	Submittals, Field Coordination, and Administation of Change Orders and Billings

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CCD #11	DRAIN PAN ALARMS								
Subcontractor		18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct	18-Nov
PRECISION WALLS									
LCCM									
BMCC									
WATSON									
PASCO									
MERIT									
1ST CHOICE									
TATE									
TRIMARK									
SUB TOTAL		$ -	$ -	$ -	$ -	$ -	$ -	$ -	
BBC		$ -	$ 79.00	$ 165.00	$ 617.00	$ 81.00	$ 229.00	$ -	
MARKUP		$ -	$ 4.74	$ 9.90	$ 37.02	$ 4.86	$ 13.74	$ -	
TOTAL		$ -	$ 83.74	$ 174.90	$ 654.02	$ 85.86	$ 242.74	$ -	

TOTAL CCD $ 1,241.26

	Description of Service
Alec Dooley	Administration of Change Orders and Billings.

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CCD #12	AC FOR LIGHTING STORAGE ROOM								
Subcontractor		18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct	18-Nov
PRECISION WALLS									
LCCM									
BMCC									
WATSON									
PASCO									
MERIT									
1ST CHOICE									
TATE									
TRIMARK									
SUB TOTAL		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
BBC		$ -				$ 81.00	$ 239.00	$ -	$ -
MARKUP		$ -	$ -	$ -	$ -	$ 4.86	$ 14.34	$ -	$ -
TOTAL		$ -	$ -	$ -	$ -	$ 85.86	$ 253.34	$ -	$ -

TOTAL CCD $ 339.20

	Description of Service
Alec Dooley	Administration of Change Orders and Billings.
Nick Starcevic	Field Review, and Administation of Change Orders and Billings

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CCD #13	SHIFT KITCHEN TABLES OVER FLOOR SINKS								
Subcontractor		18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct	18-Nov
PRECISION WALLS									
LCCM									
BMCC									
WATSON									
PASCO									
MERIT									
1ST CHOICE									
TATE									
TRIMARK									
SUB TOTAL		$ -	$ -	$ -	$ -	$ -	$ -	$ -	
BBC		$ -	$ -	$ 557.00	$ 315.00	$ -	$ -	$ -	
MARKUP		$ -	$ -	$ 33.42	$ 18.90	$ -	$ -	$ -	
TOTAL		$ -	$ -	$ 590.42	$ 333.90	$ -	$ -	$ -	

TOTAL CCD $ 924.32

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CCD #14	PATISSERIE COLUMN DETAIL								
Subcontractor		18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct	18-Nov
PRECISION WALLS									
LCCM									
BMCC									
WATSON									
PASCO									
MERIT									
1ST CHOICE									
TATE									
TRIMARK									
SUB TOTAL		$ -	$ -	$ -	$ -	$ -	$ -	$ -	
BBC		$ -	$ 298.00	$ 216.00	$ 886.00	$ -	$ -	$ 147.00	$ 443.00
MARKUP		$ -	$ 17.88	$ 12.96	$ 53.16	$ -	$ -	$ 8.82	$ 26.58
TOTAL		$ -	$ 315.88	$ 228.96	$ 939.16	$ -	$ -	$ 155.82	$ 469.58

TOTAL CCD $ 2,109.40

	Description of Service
Nick Starcevic	Field Review and Contract Adminstration

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CCD #15	SHIFT LUGGAGE ROOM DOOR								
Subcontractor		18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct	18-Nov
PRECISION WALLS									
LCCM									
BMCC									
WATSON									
PASCO									
MERIT									
1ST CHOICE									
TATE									
TRIMARK									
SUB TOTAL		$ -	$ -	$ -	$ -	$ -	$ -	$ -	
BBC		$ -				$ 152.00			
MARKUP		$ -	$ -	$ -	$ -	$ 9.12	$ -	$ -	
TOTAL		$ -	$ -	$ -	$ -	$ 161.12	$ -	$ -	

TOTAL CCD $ 161.12

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CCD #16	BAR EQUIPMENT								
Subcontractor		18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct	18-Nov
PRECISION WALLS									
LCCM									
BMCC									
WATSON									
PASCO									
MERIT									
1ST CHOICE									
TATE									
TRIMARK					$ 16,255.05				$ 5,842.90
SUB TOTAL		$ -	$ -	$ -	$ 16,255.05	$ -	$ -	$ -	$ 5,842.90
BBC		$ -	$ 593.00	$ 727.00	$ 592.00	$ 400.00	$1,007.00		
MARKUP		$ -	$ 35.58	$ 43.62	$ 1,010.82	$ 24.00	$ 60.42	$ -	$ 350.57
TOTAL		$ -	$ 628.58	$ 770.62	$ 17,857.87	$ 424.00	$1,067.42	$ -	$ 6,193.47

TOTAL CCD $ 26,941.97

	Description of Service
Alec Dooley	Administration of Change Orders and Billings, Field Coordination
Nick Starcevic	Submittals, Field Coordination, and Administation of Change Orders and Billings
AJ Wertzberger	Field Coordination

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CCD #17	PIU 2-3 ACCESS PANELS								
Subcontractor		18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct	18-Nov
PRECISION WALLS				$2,235.00					
LCCM									
BMCC									
WATSON									
PASCO									
MERIT									
1ST CHOICE									
TATE									
TRIMARK									
SUB TOTAL		$ -	$ -	$2,235.00	$ -	$ -	$ -	$ -	
BBC		$ -	$ -	$ 142.00	$ 536.00	$ -	$ -	$ -	
MARKUP		$ -	$ -	$ 142.62	$ 32.16	$ -	$ -	$ -	
TOTAL		$ -	$ -	$2,519.62	$ 568.16	$ -	$ -	$ -	

TOTAL CCD $ 3,087.78

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CCD #18	ROOFTOP BAR T STAT LOCATION								
Subcontractor		18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct	18-Nov
PRECISION WALLS									
LCCM									
BMCC									
WATSON									
PASCO									
MERIT									
1ST CHOICE									
TATE									
TRIMARK									
SUB TOTAL		$ -	$ -	$ -	$ -	$ -	$ -	$ -	
BBC		$ -						$ 92.00	
MARKUP		$ -	$ -	$ -	$ -	$ -	$ -	$ 5.52	
TOTAL		$ -	$ -	$ -	$ -	$ -	$ -	$ 97.52	

TOTAL CCD $ -

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CCD #19	SHIFT FIRE ALARM 200V							
Subcontractor		18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct	18-Nov
PRECISION WALLS								
LCCM								
BMCC								
WATSON								
PASCO								
MERIT								
1ST CHOICE								
TATE								
TRIMARK								
TOTAL								
BBC					$ 458.00	$ -	$ -	$ 305.00
MARKUP					$ 27.48	$ -	$ -	$ 18.30
TOTAL MONTH	$ -	$ -	$ -	$ -	$ 485.48	$ -	$ -	$ 323.30

TOTAL CCD $ 808.78

	Description of Service
Tim Spano	Field Coordination / AHJ Review
Nick Starcevic	Field Review with Subcontractor

ELECTRONICALLY FILED - 2023 May 12 8:08 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CCD #21	Ice Maker Chilled Water Feeds								
Subcontractor		18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct	18-Nov
PRECISION WALLS									
LCCM									
BMCC									
WATSON									
PASCO									
MERIT									
1ST CHOICE									
TATE									
TRIMARK									
TOTAL									
BBC					$ 647.00				
MARKUP					$ 38.82	$ -	$ -	$ -	
Total					$ 685.82	$ -	$ -	$ -	

TOTAL CCD $ 685.82

ELECTRONICALLY FILED - 2023 May 12 8:08 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Plaintiff Balfour Beatty's Trial Exhibit # 226

(Part 16 of 16)

ELECTRONICALLY FILED - 2023 May 12 8:08 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CCD #22	Relocate Patisserie Back Counter Shelf								
Subcontractor		18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct	18-Nov
PRECISION WALLS						$ 380.00			
LCCM						$4,103.00			
BMCC									
WATSON								$ 133.52	
PASCO									
MERIT								$5,623.93	
1ST CHOICE									
TATE									
TRIMARK									
TOTAL						$4,483.00		$5,757.45	
BBC						$ -		$ 528.00	$ 615.00
MARKUP					$ -	$ 268.98	$ -	$ 377.13	$ 36.90
Total					$ -	$4,751.98	$ -	$6,662.58	$ 651.90

TOTAL CCD $ 12,066.46

ELECTRONICALLY FILED - 2023 May 12 8:08 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CCD #23	Fire Phones and Jacks								
Subcontractor		18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct	18-Nov
PRECISION WALLS									
LCCM									
BMCC									
WATSON									
PASCO									
MERIT						$ -			
1ST CHOICE									
TATE									
TRIMARK									
TOTAL									
BBC						$ -			
MARKUP					$ -	$ -	$ -	$ -	
Total					$ -	$ -	$ -	$ -	

TOTAL CCD $ -

ELECTRONICALLY FILED - 2023 May 12 8:08 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CCD #24	Ballroom Can Lights								
Subcontractor		18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct	18-Nov
PRECISION WALLS									
LCCM									
BMCC									
WATSON								$1,085.04	
PASCO									
MERIT							$1,285.47		
1ST CHOICE									
TATE									
TRIMARK									
TOTAL							$1,285.47	$1,085.04	
BBC							$ -	$ 813.00	
MARKUP						$ -	$ 77.13	$ 113.88	
Total						$ -	$1,362.60	$2,011.92	

TOTAL CCD $ 3,374.52

ELECTRONICALLY FILED - 2023 May 12 8:08 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CCD #25	FCU Relocation in Electrical Room								
Subcontractor		18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct	18-Nov
PRECISION WALLS									
LCCM									
BMCC									
WATSON									
PASCO									
MERIT									
1ST CHOICE									
TATE									
TRIMARK									
TOTAL							$ -		
BBC							$ -	$ 467.00	$ -
MARKUP						$ -	$ -	$ 28.02	$ -
Total						$ -	$ -	$ 495.02	$ -

TOTAL CCD $ 495.02

ELECTRONICALLY FILED - 2023 May 12 8:08 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CCD #26	Telkonet								
Subcontractor		18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct	18-Nov
PRECISION WALLS									
LCCM									
BMCC									
WATSON									
PASCO									
MERIT									
1ST CHOICE									
TATE									
TRIMARK									
TOTAL							$ -		
BBC							$ -		$ 650.00
MARKUP						$ -	$ -	$ -	$ 39.00
Total						$ -	$ -	$ -	$ 689.00

TOTAL CCD $ 689.00

ELECTRONICALLY FILED - 2023 May 12 8:08 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CCD #27	Garage Ramp Ceiling								
Subcontractor		18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct	18-Nov
PRECISION WALLS									$ 10,885.00
LCCM									
BMCC									
WATSON									
PASCO									
MERIT									$2,684.44
1ST CHOICE									
TATE									
TRIMARK									
TOTAL							$ -		$ 13,569.44
BBC							$ -	$ 407.00	$3,200.00
MARKUP						$ -	$ -	$ 24.42	$1,006.17
Total						$ -	$ -	$ 431.42	$ 17,775.61

TOTAL CCD $ 18,207.03

ELECTRONICALLY FILED - 2023 May 12 8:08 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CCD #28	Support for DAS System								
Subcontractor		18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct	18-Nov
PRECISION WALLS									
LCCM									
BMCC									
WATSON									
PASCO									
MERIT									
1ST CHOICE									
TATE									
TRIMARK									
TOTAL							$ -		
BBC							$ -	$ 488.00	$ 569.00
MARKUP						$ -	$ -	$ 29.28	$ 34.14
Total						$ -	$ -	$ 517.28	$ 603.14

TOTAL CCD $ 1,120.42

ELECTRONICALLY FILED - 2023 May 12 8:08 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CCD #30	Kitchen Lighting Additions								
Subcontractor		18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct	18-Nov
PRECISION WALLS									
LCCM									
BMCC									
WATSON								$5,169.05	
PASCO									
MERIT									
1ST CHOICE									
TATE									
TRIMARK									
TOTAL							$ -	$5,169.05	
BBC							$ -	$1,525.00	$ -
MARKUP						$ -	$ -	$ 401.64	$ -
Total						$ -	$ -	$7,095.69	$ -

TOTAL CCD $ 7,095.69

ELECTRONICALLY FILED - 2023 May 12 8:08 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CCD #31	Service Yard Screen Wall								
Subcontractor		18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct	18-Nov
PRECISION WALLS									
LCCM									
BMCC									
WATSON									
PASCO									
MERIT									
1ST CHOICE									
TATE									
TRIMARK									
SEAS									$8,360.00
TOTAL							$ -	$ -	$8,360.00
BBC							$ -	$ -	$ 766.00
MARKUP						$ -	$ -	$ -	$ 547.56
Total						$ -	$ -	$ -	$9,673.56

TOTAL CCD $ 9,673.56

ELECTRONICALLY FILED - 2023 May 12 8:08 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CCD #33	Rooftop Back Bar								
Subcontractor		18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct	18-Nov
PRECISION WALLS									
LCCM								$1,271.00	$1,352.00
BMCC									
WATSON									
PASCO									
MERIT									
1ST CHOICE									
TATE									
TRIMARK									
SUB TOTAL							$ -	$1,271.00	$1,352.00
BBC							$ -	$ -	$ 735.00
MARKUP						$ -	$ -	$ 76.26	$ 125.22
Total						$ -	$ -	$1,347.26	$2,212.22

TOTAL CCD $ 3,559.48

ELECTRONICALLY FILED - 2023 May 12 8:08 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CCD #36	Shutters								
Subcontractor		18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct	18-Nov
PRECISION WALLS									
LCCM									
BMCC									
WATSON									
PASCO									
MERIT						$ -			
1ST CHOICE									
TATE									
WARCO							$ -		
TOTAL						$ -	$ -		
BBC					$ -	$ -	$ -	$ 976.00	$ 832.00
MARKUP					$ -	$ -	$ -	$ 58.56	$ 49.92
Total					$ -	$ -	$ -	$1,034.56	$ 881.92

TOTAL CCD $ 1,916.48

ELECTRONICALLY FILED - 2023 May 12 8:08 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CCD #39	Wine Room								
Subcontractor		18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct	18-Nov
PRECISION WALLS									
LCCM									
BMCC									
WATSON									
PASCO									
MERIT						$ -			
1ST CHOICE									
TATE									
WARCO							$ -		
TOTAL						$ -	$ -		
BBC					$ -	$ -	$ -	$ -	$ 325.00
MARKUP					$ -	$ -	$ -	$ -	$ 19.50
Total					$ -	$ -	$ -	$ -	$ 344.50

TOTAL CCD $ 344.50

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ELECTRONICALLY FILED - 2023 May 12 8:08 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

ELECTRONICALLY FILED - 2023 May 12 8:08 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Owner Change Order

Owner	X
Architect	X
Contractor	X
Field	
Other	

Project:
Hotel at Marion Square

Change Order Number: 021

Change Order Date: 1/2/2019

To Contractor: (*Name and address*):
Balfour Beatty Construction, LLC
306 Meeting Street, Ste. 300

Charleston, SC 29401

Architect's Project No: Owner Agreement
Contract Date:

The Contract is changed as follows:

Work performed on Construction Change Directive's to be billed in OCO 021.

Construction Change Directive 002 – Black Out Windows	$85.87
Construction Change Directive 006 – Stair 4	$1,527.31
Construction Change Directive 007 – Dining Outlets	$38,901.00
Construction Change Directive 008 – Manager's Apartment	$15,451.78
Construction Change Directive 009 – 1st Floor Casework	$11,052.62
Construction Change Directive 018 –Rooftop Bar T Stat Relocation	$215.18
Construction Change Directive 022 - Patisserie Back Counter Shelf	$3,828.04
Construction Change Directive 025 – FCU Relocation in Electrical Room	$107.06
Construction Change Directive 026 – Telkonet T Stat Changes	$4,090.54
Construction Change Directive 027 – Garage Ramp Ceiling	$1,571.98
Construction Change Directive 028 – Support for DAS System	$308.46
Construction Change Directive 031 – Transformer and Service Yard Screen Wall	$731.40
Construction Change Directive 033 – Rooftop Lobby Bar Revised Millwork	$1,603.11
Construction Change Directive 034 – Grilles	$1,207.33
Construction Change Directive 035 – Plynth	$107.06
Construction Change Directive 036 – Shutter Revisions	$73,343.52
Construction Change Directive 037 – Tub Lights	$9,814.54
Construction Change Directive 038 – Cobbles and Irrigation	$495.02
Construction Change Directive 039 – Wine Cooler	$5,089.06
Construction Change Directive 044 – Pool Equipment Revisions	$4,667.18
Construction Change Directive 045 – Spa Thermostat Location Change	$215.18
Construction Change Directive 046 – DOL Requirements	$775.92
Subtotal	$165,272.80
Markups	$9,916.37
Owner Change Order 021 Total	$175,189.17

The original Contract Sum was	$59,344,747.00
Net change by previously authorized Change Orders	$5,637,169.14
The Contract Sum prior to this Change Order was	$64,981,916.14
The Contract Sum will be increased by this Change Order in the amount of	$175,189.17
The new Contract Sum including this Change Order will be	$65,157,105.31
The Contract Time will be increased / decreased	0 days

The date of Substantial Completion as of the date of this Change Order therefore is 8/19/2017

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

ARCHITECT *(Firm name)*	CONTRACTOR *(Firm name)*	OWNER *(Firm name)*
Winford Lindsay Architect 344 West Pike Street Lawrenceville, GA 30046	**Balfour Beatty Construction, LLC** 1930 Camden Road Suite 280 Charlotte, NC 28203	**Library Associates, LLC** 17 Lockwood Drive Charleston, SC 29401
ADDRESS	ADDRESS	ADDRESS
BY *(Signature)*	BY *(Signature)*	BY *(Signature)*
(Typed name) Jennifer Faulkinberry	*(Typed name)* Nick Starcevic	*(Typed name)* Kim Brown
DATE	DATE 1/21/19	DATE

ELECTRONICALLY FILED - 2023 May 12 8:08 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

BALFOUR BEATTY
Projected Final Cost Report
For the Period Ending December 31, 2018

Company 50540 BALFOUR BEATTY CONSTR, LLC-RTD
Job Number 13026420 MARION SQ-CCD2 BLCK OUT WINDOW
Owner 2859853 LIBRARY ASSOCIATES, LLC(BENNET

DATE CONTRACT SIGNED:	
CONTRACT TYPE:	LUMP SUM
CASUALTY INS RATE:	
CS ALLOCATION RATE:	
PR BURDEN RATE:	
SUBGUARD RATE:	
CCIP:	

CONTRACT SCHEDULE STATUS:

CONTRACT START DATE:	03/15/2014
CONTRACT FINISH DATE:	
ESTIMATED CONTRACT FINISH	

PERSONNEL DATA:

BUS UNIT LEAD:	3189319	SANDEEN, JEFFREY A
PROJECT MGR:	899688	STARCEVIC, NICHOLAS
PROJECT ACCT:	3919959	ASHE, CANDICE LYNN
PROJECT EXEC:		
PROJ ENG:		

PROJECTED PROFIT:

12/31/2018	(3,606)	.00
11/30/2018	(3,606)	.00
10/26/2018	(3,525)	.00
09/28/2018	(3,525)	.00
08/31/2018	(2,891)	.00

FINANCIAL SUMMARY:

ORIGINAL CONTRACT AMOUNT:	0
REVENUE BUDGET TRANSFERS	0
CHANGE ORDERS:	0
REVISED CONTRACT AMOUNT:	0

PROFIT:

CURRENT FEE BUDGET:	0
CHANGE ORDER FEE:	0
TOTAL BUDGET PROFIT:	0
PROJECTED SAVINGS/(LOSS):	(3,606)
PROJECTED TOTAL PROFIT:	(3,606)

BUYOUT STATUS:

SUBCONTRACTOR:	.00

OWNER BILLINGS SUMMARY:

TOTAL BILLED TO DATE(GROSS):	0
TOTAL TAXED TO DATE(GROSS):	0
RETENTION HELD:	0
COLLECTED TO DATE:	0
OPEN A/R BALANCE:	0

A/R Aging:

CURRENT	0
31-60	0
61-90	0
Over 90	0
Total	0

	Original Budget	Budget Transfers	Change Orders	Revised Budget	% Budget Complete	Total Commitments	Cost This Period	Cost to Date	Cost to Complete	Revenue/Cost at Completion	Savings or (Loss)	Amount Change	True % Complete
GENERAL CONDITIONS	0	0	0	0	0	0	0	3,606	0	3,606	(3,606)	0	100%
SUBTOTAL - CONTRACT COST	0	0	0	0	0	0	0	3,606	0	3,606	(3,606)	0	100%
TOTAL VARIANCE:	0	0	0	0						(3,606)			

BBC Labor CCD 002 Cost to Date - $3,606.00
Costs Previously Billed Thru Pay App 044 - $3,525.01
Cost to be Billed OCO 21 (Pay App 045) - $81.01

R - 4270

ELECTRONICALLY FILED - 2023 May 12 8:08 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

BALFOUR BEATTY
Projected Final Cost Report
For the Period Ending December 31, 2018

Company 50540 BALFOUR BEATTY CONSTR, LLC-RTD
Job Number 13026460 MARION SQ-CCD6 STAIR 4

Owner 2859853 LIBRARY ASSOCIATES, LLC(BENNET

DATE CONTRACT SIGNED:	
CONTRACT TYPE:	LUMP SUM
CASUALTY INS RATE:	
CS ALLOCATION RATE:	
PR BURDEN RATE:	
SUBGUARD RATE:	
CCIP:	

CONTRACT SCHEDULE STATUS:

CONTRACT START DATE:	03/15/2014
CONTRACT FINISH DATE:	
ESTIMATED CONTRACT FINISH	

PERSONNEL DATA:

BUS UNIT LEAD:	3189319	SANDEEN, JEFFREY A
PROJECT MGR:	899688	STARCEVIC, NICHOLAS
PROJECT ACCT:	3919959	ASHE, CANDICE LYNN
PROJECT EXEC:		
PROJ ENG:		

PROJECTED PROFIT:

12/31/2018	(7,045)	.00
11/30/2018	(7,045)	.00
10/26/2018	(6,435)	.00
09/28/2018	(5,948)	.00
08/31/2018	(5,379)	.00

FINANCIAL SUMMARY:

ORIGINAL CONTRACT AMOUNT:	0
REVENUE BUDGET TRANSFERS	0
CHANGE ORDERS:	0
REVISED CONTRACT AMOUNT:	0

PROFIT:

CURRENT FEE BUDGET:	0
CHANGE ORDER FEE:	0
TOTAL BUDGET PROFIT:	0
PROJECTED SAVINGS/(LOSS):	(7,045)
PROJECTED TOTAL PROFIT:	(7,045)

BUYOUT STATUS:

SUBCONTRACTOR:	.00

OWNER BILLINGS SUMMARY:

TOTAL BILLED TO DATE(GROSS):	0
TOTAL TAXED TO DATE(GROSS):	0
RETENTION HELD:	0
COLLECTED TO DATE:	0
OPEN A/R BALANCE:	0

A/R Aging:

CURRENT	0
31-60	0
61-90	0
Over 90	0
Total	0

	Original Budget	Budget Transfers	Change Orders	Revised Budget	% Budget Complete	Total Commitments	Cost This Period	Cost to Date	Cost to Complete	Revenue/Cost at Completion	Savings or (Loss)	Amount Change	True % Complete
GENERAL CONDITIONS	0	0	0	0	0	0	0	7,045	0	7,045	(7,045)	0	100%
SUBTOTAL - CONTRACT COST	0	0	0	0	0	0	0	7,045	0	7,045	(7,045)	0	100%
TOTAL VARIANCE:	0	0	0	0						(7,045)			

BBC Labor CCD 006 Cost to Date - $7,045.00
Costs Previously Billed Thru Pay App 044 - $6,842.00
Cost to be Billed OCO 21 (Pay App 045) - $203.00

R - 4271

ELECTRONICALLY FILED - 2023 May 12 8:08 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

QUANTUM COATINGS

Change Order Request

Date: 11/23/2018 Request # **119**

Attention: Balfour Beatty- Alec Dooley/ Nick Starcevic Project Name: **Marion Hotel**

From: Scott McCormack RE: **CCD 6 Stairwell 4**

		Foreman		Journeyman		Material		Line Item Total
Date	Description	Units	Unit Costs	Units	Unit Costs	Units	Unit Costs	
11/8/2018	CCD 6 Stairwell 4 - Panels Reskimed, Primed & Painted		$45.00	12	$40.00			$480.00
11/10/2018	CCD 6 Stairwell 4 - Clean Up Stain on Stringers & Repaint		$45.00	14	$40.00			$560.00
			$45.00		$40.00			$0.00
			$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	0	$0.00	26.0	$1,040.00		$0.00	$1,040.00

Overtime Required	**$0.00**

Sales Tax	9.0%	$0.00
Subtotal		**$1,040.00**
O&P	15%	$ 156.00
P&P Bond	3.5%	$ 41.86

TOTAL LABOR and MATERIAL	**$1,237.86**

R - 4272

ELECTRONICALLY FILED - 2023 May 12 8:08 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

QUANTUM COATINGS | EXTRA WORK ORDER

CUSTOMER'S ORDER NO.	OUR JOB #	DATE
		10 NOV
JOB NAME	LOCATION	PHONE
MARTON	STAIR 4	

ORDERED BY

BILL TO

ADDRESS

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

DESCRIPTION OF WORK

CLEANUP STAIR ON STRINGERS (RE PAINT)
x2 m @ 7 HRS
TOTAL: 14 HRS CCD #6

9-3:30

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

SIGNATURE _____ DATE _____

R - 4273

QUANTUM COATINGS | EXTRA WORK ORDER

CUSTOMER'S ORDER NO.	OUR JOB #	DATE
		8 NOV 18
JOB NAME	LOCATION	PHONE
MARTON	STAIRWELL 4	

ORDERED BY

BILL TO

ADDRESS

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

DESCRIPTION OF WORK

CCD 6 STAIRWELL 4 PANELS
Panels restained and prime & painted

2 men @ 6 hrs = 12 hrs

CCD 6 9-3:30

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

SIGNATURE _____ DATE _____

ELECTRONICALLY FILED - 2023 May 12 8:08 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

BALFOUR BEATTY
Projected Final Cost Report
For the Period Ending December 31, 2018

Company 50540 BALFOUR BEATTY CONSTR, LLC-RTD
Job Number 13026470 MARION SQ-CCD7 DINING OUTLETS
Owner 2859853 LIBRARY ASSOCIATES, LLC(BENNET

DATE CONTRACT SIGNED:	
CONTRACT TYPE:	LUMP SUM
CASUALTY INS RATE:	
CS ALLOCATION RATE:	
PR BURDEN RATE:	
SUBGUARD RATE:	
CCIP:	

CONTRACT SCHEDULE STATUS:

CONTRACT START DATE:	03/15/2014
CONTRACT FINISH DATE:	
ESTIMATED CONTRACT FINISH	

PERSONNEL DATA:

BUS UNIT LEAD:	3189319	SANDEEN, JEFFREY A
PROJECT MGR:	899688	STARCEVIC, NICHOLAS
PROJECT ACCT:	3919959	ASHE, CANDICE LYNN
PROJECT EXEC:		
PROJ ENG:		

PROJECTED PROFIT:

12/31/2018	(7,002)	.00
11/30/2018	(6,148)	.00
10/26/2018	(5,904)	.00
09/28/2018	(5,243)	.00
08/31/2018	(4,999)	.00

FINANCIAL SUMMARY:

ORIGINAL CONTRACT AMOUNT:	0
REVENUE BUDGET TRANSFERS	0
CHANGE ORDERS:	0
REVISED CONTRACT AMOUNT:	0

PROFIT:

CURRENT FEE BUDGET:	0
CHANGE ORDER FEE:	0
TOTAL BUDGET PROFIT:	0
PROJECTED SAVINGS/(LOSS):	(7,002)
PROJECTED TOTAL PROFIT:	(7,002)

BUYOUT STATUS:

SUBCONTRACTOR:	.00

OWNER BILLINGS SUMMARY:

TOTAL BILLED TO DATE(GROSS):	0
TOTAL TAXED TO DATE(GROSS):	0
RETENTION HELD:	0
COLLECTED TO DATE:	0
OPEN A/R BALANCE:	0

A/R Aging:

CURRENT	0
31-60	0
61-90	0
Over 90	0
Total	0

	Original Budget	Budget Transfers	Change Orders	Revised Budget	% Budget Complete	Total Commitments	Cost This Period	Cost to Date	Cost to Complete	Revenue/Cost at Completion	Savings or (Loss)	Amount Change	True % Complete
GENERAL CONDITIONS	0	0	0	0	0	0	853	7,002	0	7,002	(7,002)	(853)	100%
SUBTOTAL - CONTRACT COST	0	0	0	0	0	0	853	7,002	0	7,002	(7,002)	(853)	100%
TOTAL VARIANCE:	0	0	0	0						(7,002)			

BBC Labor CCD 007 Cost to Date - $7,002.00
Costs Previously Billed Thru Pay App 044 - $5,904.00
Cost to be Billed OCO 21 (Pay App 045) - $1,098.00

R - 4274

ELECTRONICALLY FILED - 2023 May 12 8:08 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

QUANTUM COATINGS

Change Order Request

Date: 8/7/2018

Request # **80**

Attention: Balfour Beatty- Alec Dooley/ Nick Starcevic

Project Name: **Marion Hotel**

From: Scott McCormack

RE: **SF-05 at Private Dining**

		Foreman		Journeyman		Material		Line Item Total
Date	Description	**Units**	**Unit Costs**	**Units**	**Unit Costs**	**Units**	**Unit Costs**	
	Project Management	16	$125.00					$2,000.00
	Superintendent- Installation	56	$78.00					$4,368.00
	Foreman- Installation	40	$65.00					$2,600.00
	Wall Prep			32.00	$40.00	1	$100.00	$1,380.00
	Material					1	$16,567.60	$16,567.60
	Shipping					1	$395.46	$395.46
	Rush Order Charge					1	$976.00	$976.00
	Subtotals	112	$14,000.00	32	$0.00		$18,039.06	$28,287.06

Sales Tax	9.0%	$1,623.52
Subtotal		**$29,910.58**
O&P	**15%**	**$ 4,486.59**
P&P Bond	**3.5%**	**$ 1,203.90**

TOTAL LABOR and MATERIAL	**$35,601.06**

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QUOTE
Design Continuum, Inc.

NAPPATILE™

PROJECT INFORMATION

DATE
10/03/18
ATTN
Scott McCormack
COMPANY
Quantum Coatings
SPECIFIER
Design Continuum, Inc.
PROJECT NAME
"Bennett Hotel" (Charleston, SC)

REP
Mike Eagle
QUOTE VALIDITY
30 DAYS

BILL TO
To be determined
SHIP TO
404 King Street
Charleston, SC 29403
QUANTITY
488 sq.ft.
PRICING
$33.95/sq.ft.
FREIGHT
$395.46
SALES TAX
Sales/use tax form needed
LEAD TIME
Approx. 8-9 weeks from payment. Rush lead time available at $2.00/sq.ft for approx. 6-7 weeks after payment.

PAYMENT METHOD
Check / Credit Card

TOTAL

Tiles	|	$16,567.60
Freight	|	$395.46
TOTAL	|	$16,963.06

*+ rush **delivery** (if applicable)*

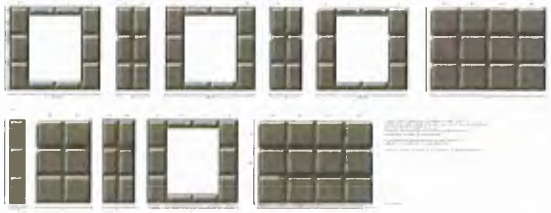
*pricing subject to change with custom sizes, Rush Delivery, & other revisions

*50% payment starts production; full balance must clear before shipment due to the made-to-order nature of the product

*contractors must verify final sizes/quantities & accommodate with trim/molding/etc. We do not provide take offs + would gladly collaborate with your team to come up with the best sizes

PRODUCT INFORMATION

NAPPATILE | CUSTOM ATELIER



TILE SIZES
23" X 33" (24 tiles) *Padded & stitched*
31" X 10.5" (16 tiles) *Padded & stitched*
19.5" X 33" (15 tiles) *Padded & stitched*
19.75" X 33" (3 tiles) *Padded & stitched*
14.75" X 33" (3 tiles) *Padded & stitched*
32.75" X 33" (6 tiles) *Padded & stitched*
34.25" x 33" (9 tiles) *Padded & stitched*
34.5" x 33" (15 tiles) *Padded & stitched*
**Arrives without 3M tape.*

WALL DIMENSIONS
Wall 1: 108.75" X 99" (3 locations)
39" X 99" (2 locations)
Wall 2: 14.75" X 99"
65.5" X 99"
39.25" X 99"
108.75" X 99"
End Walls: 137.75" X 99"
137.5" X 99"
**Sizes have been converted to the closest quarter inch increment to fit our NappaTile specs.*

MATERIAL

Vita "Basalt"

Thank you,

Grace Chang
NappaTile Project Coordinator
Concertex, LLC
E: grace@concertex.com

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BALFOUR BEATTY
Projected Final Cost Report
For the Period Ending December 31, 2018

Company 50540 BALFOUR BEATTY CONSTR, LLC-RTD
Job Number 13026480 MARION SQ-CCDD8 MGR APT

Owner 2859853 LIBRARY ASSOCIATES, LLC(BENNET

DATE CONTRACT SIGNED:	
CONTRACT TYPE:	LUMP SUM
CASUALTY INS RATE:	
CS ALLOCATION RATE:	
PR BURDEN RATE:	
SUBGUARD RATE:	
CCIP:	

CONTRACT SCHEDULE STATUS:

CONTRACT START DATE:	
CONTRACT FINISH DATE:	
ESTIMATED CONTRACT FINISH	

PERSONNEL DATA:

BUS UNIT LEAD:	3189319	SANDEEN, JEFFREY A
PROJECT MGR:	899688	STARCEVIC, NICHOLAS
PROJECT ACCT:	3919959	ASHE, CANDICE LYNN
PROJECT EXEC:		
PROJ ENG:		

PROJECTED PROFIT:

12/31/2018	(15,474)	.00
11/30/2018	(12,885)	.00
10/26/2018	(9,403)	.00
09/28/2018	(9,077)	.00
08/31/2018	(8,185)	.00

FINANCIAL SUMMARY:

ORIGINAL CONTRACT AMOUNT:	0
REVENUE BUDGET TRANSFERS	0
CHANGE ORDERS:	0
REVISED CONTRACT AMOUNT:	0

PROFIT:

CURRENT FEE BUDGET:	0
CHANGE ORDER FEE:	0
TOTAL BUDGET PROFIT:	0
PROJECTED SAVINGS/(LOSS):	(15,474)
PROJECTED TOTAL PROFIT:	(15,474)

BUYOUT STATUS:

SUBCONTRACTOR:	.00

OWNER BILLINGS SUMMARY:

TOTAL BILLED TO DATE(GROSS):	0
TOTAL TAXED TO DATE(GROSS):	0
RETENTION HELD:	0
COLLECTED TO DATE:	0
OPEN A/R BALANCE:	0

A/R Aging:

CURRENT	0
31-60	0
61-90	0
Over 90	0
Total	0

	Original Budget	Budget Transfers	Change Orders	Revised Budget	% Budget Complete	Total Commitments	Cost This Period	Cost to Date	Cost to Complete	Revenue/Cost at Completion	Savings or (Loss)	Amount Change	True % Complete
GENERAL CONDITIONS	0	0	0	0	0	0	2,589	15,474	0	15,474	(15,474)	(2,589)	100%
SUBTOTAL - CONTRACT COST	0	0	0	0	0	0	2,589	15,474	0	15,474	(15,474)	(2,589)	100%
TOTAL VARIANCE:	0	0	0	0						(15,474)			

BBC Labor CCD 008 Cost to Date - $15,474.00
Costs Previously Billed Thru Pay App 044 - $9,646.00
Cost to be Billed OCO 21 (Pay App 045) - $5,828.00

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Balfour Beatty
Construction

Request for Payment

Pay Request # PE23
Work Performed Through: 12/31/18

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.: 13026100
Date: 12/17/18

Description of Work: Casework & Millwork Floors 1, 2, & 9

Original Contract Amount	$1,071,713.00
Change Order Total (Through C/O # 0)	$213,738.00
Total Revised Contract	$1,285,451.00
Previous Work Performed to Date(SSR)	$1,280,770.00
Value of Materials Stored On Site	$0.00
Value of Materials Stored Off Site	$0.00
Current Month Gross	$4,681.00
New Work Performed to Date	$1,285,451.00
Less 5 % Retainage	$64,272.55
Amount Earned to Date	$1,221,178.45
Less Previous Net Billings	$1,216,731.50
Less Adjustments/Joint Checks	$0.00
Less Pending Back Charges	$0.00
Total Amount this Requisition	$4,446.95

Subcontract [X] Purchase Order [ ]
Other Contract Type

Unit Price [ ] Lump Sum [X]
Bonded [-] Unbonded [X]
Subguard [ ] Alternate Plan [ ]

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

Insurance Status: Finaled
Insurance Expiration Date: 08/04/19

	Y	N
Release Attached	[ ]	[ ]
Tier/Supplier Release if Required	[ ]	[ ]
Reducing Retention	[ ]	[ ]
If reducing retainage, reducing	From [ ]	To [X]
Consent of Surety for retention reduction if bonded	[ ]	[ ]
New materials stored off site If yes, attach stored materials checklist	[ ]	[X]
Final Payment If yes, see attached checklist	[ ]	[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
12/31/18	13026100 - PE23	13026100 . PE# PE23 . 181231

Gross Amount	Retainage Amt	Net Amount
$4,681.00	$128,545.10	$4,446.95

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

Halt Codes: PM APP CO's
O/F

Approvals:
PM / Date
CA 12/17/18
PA / Date
APA / Date

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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 - Co**

APPLICATION NO: **23**

PERIOD TO: **42674**

PROJECT NO: **#13026000**

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

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

VIA ARCHITECT:

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	$	213,738.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	$	1,285,451.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	$	1,285,451.00
5. RETAINAGE:	$	64,272.55
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$	1,221,178.45
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	1,216,731.50
8. CURRENT PAYMENT DUE	$	4,446.95
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	64,272.55

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$210,193.00	$0.00
Total approved this Month	$3,545.00	$0.00
TOTALS	$213,738.00	$0.00
NET CHANGES by Change Order	$213,738.00	

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.

SUBCONTRACTOR

By: David Stainback Date: 12/14/18

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 . . . . . $ 4,446.95

(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.

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: 23
APPLICATION DATE: 12/15/18
PERIOD TO: 12/31/18

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 5%
1	1st Floor - Millwork	296,567.00	-	296,567.00	296,567.00	-	-	296,567.00	100.00%	-	14,828.35
2	1st Floor - Casework	163,776.00		163,776.00	163,776.00	-	-	163,776.00	100.00%	-	8,188.80
3	2nd Floor - Millwork	255,473.00		255,473.00	255,473.00	-		255,473.00	100.00%	-	12,773.65
4	2nd Floor - Casework	42,175.00		42,175.00	42,175.00	-	-	42,175.00	100.00%	-	2,108.75
5	2nd Floor Spa - Millwork	44,442.00		44,442.00	44,442.00	-	-	44,442.00	100.00%	-	2,222.10
6	Concierge - Millwork	16,340.00		16,340.00	16,340.00	-	-	16,340.00	100.00%	-	817.00
7	Concierge - Casework	4,654.00		4,654.00	4,654.00	-	-	4,654.00	100.00%	-	232.70
8	Managers Apartment - Millwork	36,306.00		36,306.00	36,306.00	-	-	36,306.00	100.00%	-	1,815.30
9	Managers Apartment - Casework	20,133.00		20,133.00	18,998.00	1,135.00	-	20,133.00	100.00%	-	1,006.65
10	Rooftop - Millwork	53,959.00		53,959.00	53,958.00	1.00	-	53,959.00	100.00%	-	2,697.95
11	Rooftop - Casework	48,193.00		48,193.00	48,193.00	-	-	48,193.00	100.00%	-	2,409.65
12	Elevator Lobbies - Millwork	26,606.00		26,606.00	26,606.00	-	-	26,606.00	100.00%	-	1,330.30
13	Elevator Cabinets	36,949.00		36,949.00	36,949.00	-	-	36,949.00	100.00%	-	1,847.45
14	Bonding	26,140.00		26,140.00	26,140.00	-	-	26,140.00	100.00%	-	1,307.00
15	Change Order 1	30,013.00		30,013.00	30,013.00	-	-	30,013.00	100.00%	-	1,500.65
16	Change Order 2	126,088.00		126,088.00	126,088.00	-	-	126,088.00	100.00%	-	6,304.40
17	Change Order 3	2,398.00		2,398.00	2,398.00	-	-	2,398.00	100.00%	-	119.90
18	Change Order 4 (Moved from CCD 006 - May)	1,949.00		1,949.00	1,949.00			1,949.00	100.00%	-	97.45
19	Change Order 5 (Moved from CCD 004, 008)	5,658.00		5,658.00	5,658.00	-		5,658.00	100.00%	-	282.90
20	Change Order 6 (Patisserie)	4,103.00		4,103.00	4,103.00	-		4,103.00	100.00%	-	205.15
21	Change Order 7 (Priv Dining)	2,363.00		2,363.00	2,363.00	-		2,363.00	100.00%	-	118.15
22	Change Order 8 (CCD 006)	3,540.00		3,540.00	3,540.00	-		3,540.00	100.00%	-	177.00
23	Change Order 9 (CCD 006.02 & 008.02)	13,226.00		13,226.00	13,226.00			13,226.00	100.00%	-	661.30
24	Change Order 10 (Elevator Lobby Changes)	(3,706.00)		(3,706.00)	(3,706.00)	-		(3,706.00)	100.00%	-	(185.30)
25	Change Order 11 (CCD 006.03)	12,995.00		12,995.00	12,995.00			12,995.00	100.00%	-	649.75
26	Change Order 12 (CCD 006.04)	3,343.00		3,343.00	3,343.00	-		3,343.00	100.00%	-	167.15
25	CCD 006 - Stair 04	5,600.00		5,600.00	5,600.00	-	-	5,600.00	100.00%	-	280.00
26	CCD 008 - Manager's Apartment	2,054.00		2,054.00	-	2,054.00	-	2,054.00	#DIV/0!	-	102.70
27	CCD 009 - Reception, Hostess, Bellhop	974.00		974.00	-	974.00	-	974.00	100.00%	-	48.70
28	CCD 022 - Patisserie	517.00		517.00	-	517.00	-	517.00	100.00%	-	25.85
30	CCD 033 - Rooftop Back Bar	2,623.00		2,623.00	2,623.00	-	-	2,623.00	100.00%	-	131.15
31				-			-	-	#DIV/0!	-	-
32				-			-	-	#DIV/0!	-	-
33				-			-	-	#DIV/0!	-	-
	GRAND TOTALS	1,285,451.00	0.00	1,285,451.00	1,280,770.00	4,681.00	0.00	1,285,451.00	100.00%	0.00	64,272.55

R - 4280

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Balfour Beatty
Construction

TIER RELEASE SCHEDULE

Job Name	Hotel at Marion Square
Job #	13026000

Date Prepared:	12/15/2018

PRIME SUB'S NAME	Low Country Case and Millwork
Attachment for Pay Req #:	23
for Month Ending:	12/31/2018

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	$1,265,451.00	12/31/2018	12/31/2018	PARTIAL	FINAL	thru December 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	

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 $ 4,446.95 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 31st day of December, 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 14th day of December, 2018

Signed, sealed and delivered in the presence of:

Denise Blewer
Signature
Denise Blewer
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 14th day of December, 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.

Amy E. Stasiukaitis
NOTARY PUBLIC, STATE OF SC

My Commission Expires: 4-4-2022

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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: December 14, 2018
Invoice #: 2016-01.008.08
JOB NAME: *HMS CCD 008 Manager's Apartment*

Customer: Balfour Beatty

CCD #008 - MANAGER'S APARTMENT

			Subtotal	Overhead (15%)	
Materials			$15,064	$2,260	$17,323
Labor	Hours	Rate	Subtotal	Overhead (15%)	
CEO	1.0	$100	$100	$15	$115
Accounting	1.5	$40	$60	$9	$69
Estimating	14.5	$40	$580	$87	$667
PM	102.25	$75	$7,669	$1,150	$8,819
Engineer	20.75	$75	$1,556	$233	$1,790
CNC	8.0	$75	$600	$90	$690
Manufacturing	192.00	$30	$5,760	$864	$6,624
Finishing	120.75	$30	$3,623	$543	$4,166
Install Supervisor	44.0	$60	$2,640	$396	$3,036
Installation	557.25	$40	$22,290	$3,344	$25,634
	1,062.00		$44,878	$6,732	$51,609
Subtotal					$68,932
AWI Fee					$345
Bonding					$1,732
TOTAL					$71,009
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
LESS: Invoice 2016-01.008.05					-$6,904
LESS: Invoice 2016-01.008.06					-$2,182
LESS: Invoice 2016-01.008.07					-$5,333
				TOTAL	**$3,190**

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

AWI

QUANTUM COATINGS

Change Order Request

Date: 11/27/2018 Request # **122**

Attention: Balfour Beatty- Tim Spano/ Nick Starcevic Project Name: **Marion Hotel**

From: Scott McCormack RE: **CCD-08 Managers Apt WC**

		Foreman		Journeyman		Material		Line Item Total
Date	Description	**Units**	**Unit Costs**	**Units**	**Unit Costs**	**Units**	**Unit Costs**	
	Delete Vinyl WC at Managers Stair & Powder Rooms	-18	$50.00					-$900.00
	Add Cork & Wood WC at Managers Stair & Powder Rooms	56	$50.00					$2,800.00
11/19/18	Paint Manager's Apartment	20	$50.00					$1,000.00
								$0.00
								$0.00
								$0.00
								$0.00
								$0.00
								$0.00
	Subtotals	58	$2,900.00	0.0	$0.00		$0.00	$2,900.00

Sales Tax	9.0%	$0.00
Subtotal		**$2,900.00**
O&P	**15%**	**$ 435.00**
P&P Bond	**3.5%**	**$ 116.73**

TOTAL LABOR and MATERIAL	**$3,451.73**

R - 4284

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QUANTUM COATINGS | EXTRA WORK ORDER

CUSTOMER'S ORDER NO.	OUR JOB #	DATE 11/13/11
JOB NAME Mar	LOCATION	PHONE

ORDERED BY Bath

BILL TO

ADDRESS

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

DESCRIPTION OF WORK

CCP - CC
Install 1 @ Mar St
2 x 6 = 16

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

SIGNATURE _____ DATE _____

QUANTUM COATINGS | EXTRA WORK ORDER

CUSTOMER'S ORDER NO.	OUR JOB #	DATE 11/13/11
JOB NAME Mar	LOCATION	PHONE

ORDERED BY Bath

BILL TO

ADDRESS

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

DESCRIPTION OF WORK

CCP - CC Change
Mar
Hr Curb @ Front
Install x 5

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

SIGNATURE _____ DATE _____

R - 4285

ELECTRONICALLY FILED - 2023 May 12 8:08 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

QUANTUM COATINGS | EXTRA WORK ORDER

CUSTOMER'S ORDER NO.	OUR JOB #	DATE 11/15
JOB NAME Marc	LOCATION	PHONE

ORDERED BY Balfour/Lennar

BILL TO

ADDRESS

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

DESCRIPTION OF WORK

CCR - CR
Frame wall up to the
Turning after install @ wall
- Crk
2 x 8 ... Marc
8:2 - 5

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

SIGNATURE _____ DATE _____

QUANTUM COATINGS | EXTRA WORK ORDER

CUSTOMER'S ORDER NO.	OUR JOB #	DATE 11/14/18
JOB NAME Marc	LOCATION	PHONE

ORDERED BY Balfour/Lennar

BILL TO

ADDRESS

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

DESCRIPTION OF WORK

CCR - CR work was
2 ... 8 ... 16

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

SIGNATURE _____ DATE _____

R - 4286

ELECTRONICALLY FILED - 2023 May 12 8:08 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

QUANTUM COATINGS

Change Order Request

Date: 12/18/2018

Attention: Balfour Beatty- Tim Spano/ Nick Starcevic

From: Scott McCormack

Request # **CCD-8**

Project Name: **Marion Hotel**

RE: **CCD-8 Public Restrooms**

		Foreman		Journeyman		Material		Line Item Total
Date	Description	Units	Unit Costs	Units	Unit Costs	Units	Unit Costs	
12/10/18	CCD-8 - SI 63 RI Color Change - Trim. 9th Floor Public Restrooms From P-5 to P-23.	20	$45.00	20	$40.00	1	$83.48	$1,783.48
12/11/18	CCD-8 - SI 63 RI Color Change - Trim. 9th Floor Public Restrooms From P-5 to P-23.	20	$45.00			1	$31.19	$931.19
								$0.00
								$0.00
								$0.00
								$0.00
								$0.00
								$0.00
								$0.00
	Subtotals	40	$0.00	20.0	$0.00		$114.67	$2,714.67

Sales Tax	9.0%	$10.32
Subtotal		**$2,724.99**
O&P	**15%**	**$ 408.75**
P&P Bond	**3.5%**	**$ 109.68**

TOTAL LABOR and MATERIAL	**$3,243.42**

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QUANTUM COATINGS | EXTRA WORK ORDER

CUSTOMER'S ORDER NO.	OUR JOB #	DATE 12/10/18
JOB NAME	LOCATION 9TH Floor Public Bathrooms	PHONE

ORDERED BY

BILL TO

ADDRESS

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

DESCRIPTION OF WORK

CCD &

SI 63 RF Color change - TRIM
Public Restrooms - From P-5 To P-23

4 men @ 10 hrs - 40 hrs

2 gallons primer
2 gallons Pro Classic S/G.
Primer
1st Coat Finish

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

SIGNATURE _____ DATE 12/17/18

R - 4288

Scanned with CamScanner

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QUANTUM COATINGS | EXTRA WORK ORDER

CUSTOMER'S ORDER NO.	OUR JOB #	DATE
		12/11/18
JOB NAME	LOCATION	PHONE
	7th Floor Public Bathrooms	

ORDERED BY

BILL TO

ADDRESS

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

DESCRIPTION OF WORK

CCD 8-
SI 63 R.L - Color change Trim
Public Restrooms - From P5 to P23

1 gallon Pro Classic S/G

2 men @ 10 hrs - 20 hrs.

Final Coat

VTO

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

SIGNATURE _____ DATE 12/17/18

R - 4289

Scanned with CamScanner

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BALFOUR BEATTY
Projected Final Cost Report
For the Period Ending December 31, 2018

Company 50540 BALFOUR BEATTY CONSTR, LLC-RTD
Job Number 13026490 MARION SQ-CCD9 1ST FL CASEWORK
Owner 2859853 LIBRARY ASSOCIATES, LLC(BENNET

DATE CONTRACT SIGNED:	
CONTRACT TYPE:	LUMP SUM
CASUALTY INS RATE:	
CS ALLOCATION RATE:	
PR BURDEN RATE:	
SUBGUARD RATE:	
CCIP:	

CONTRACT SCHEDULE STATUS:

CONTRACT START DATE:	
CONTRACT FINISH DATE:	
ESTIMATED CONTRACT FINISH	

PERSONNEL DATA:

BUS UNIT LEAD:	3189319	SANDEEN, JEFFREY A
PROJECT MGR:	899688	STARCEVIC, NICHOLAS
PROJECT ACCT:	3919959	ASHE, CANDICE LYNN
PROJECT EXEC:		
PROJ ENG:		

PROJECTED PROFIT:

12/31/2018	(9,849)	.00
11/30/2018	(6,139)	.00
10/26/2018	(5,552)	.00
09/28/2018	(4,891)	.00
08/31/2018	(3,991)	.00

FINANCIAL SUMMARY:

ORIGINAL CONTRACT AMOUNT:	0
REVENUE BUDGET TRANSFERS	0
CHANGE ORDERS:	0
REVISED CONTRACT AMOUNT:	0

PROFIT:

CURRENT FEE BUDGET:	0
CHANGE ORDER FEE:	0
TOTAL BUDGET PROFIT:	0
PROJECTED SAVINGS/(LOSS):	(9,849)
PROJECTED TOTAL PROFIT:	(9,849)

BUYOUT STATUS:

SUBCONTRACTOR:	.00

OWNER BILLINGS SUMMARY:

TOTAL BILLED TO DATE(GROSS):	0
TOTAL TAXED TO DATE(GROSS):	0
RETENTION HELD:	0
COLLECTED TO DATE:	0
OPEN A/R BALANCE:	0

A/R Aging:

CURRENT	0
31-60	0
61-90	0
Over 90	0
Total	0

	Original Budget	Budget Transfers	Change Orders	Revised Budget	% Budget Complete	Total Commitments	Cost This Period	Cost to Date	Cost to Complete	Revenue/Cost at Completion	Savings or (Loss)	Amount Change	True % Complete
GENERAL CONDITIONS	0	0	0	0	0	0	3,711	9,849	0	9,849	(9,849)	(3,711)	100%
SUBTOTAL - CONTRACT COST	0	0	0	0	0	0	3,711	9,849	0	9,849	(9,849)	(3,711)	100%
TOTAL VARIANCE:	0	0	0	0						(9,849)			

BBC Labor CCD 009 Cost to Date - $9,849.00
Costs Previously Billed Thru Pay App 044 - $5,976.00
Cost to be Billed OCO 21 (Pay App 045) - $3,873.00

R - 4290

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ELECTRONICALLY FILED - 2023 May 12 8:08 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

LOW COUNTRY CASE & MILLWORK
3270 Benchmark Drive
Ladson, SC 29456
(843) 797-0881

AWI ARCHITECTURAL WOODWORK INSTITUTE

CHANGE ORDER

PROPOSAL SUBMITTED TO		TODAY'S DATE	DATE OF PLANS/PAGE #'S
Balfour Beatty		12/14/18	Per Site Direction
PHONE NUMBER	FAX NUMBER	SPECIFICATIONS AND ADDENDUMS (include dates)	
		None Provided – See Note 1	
JOB NAME		JOB LOCATION	
Hotel at Marion Square		Charleston, SC	

We propose to furnish material, labor, tools, and equipment to complete the following work in accordance with the plans and specifications:

NOTES

1. If project specifications are not provided, LCCM reserves the right to alter the amount of this proposal.
2. LCCM standard work hours are 8:00 a.m. – 5:00 p.m., Monday – Thursday. Up-charges will apply to any work that is required for any reason to be performed before or after the hours listed.
3. **LCCM standard lead time is 4-6 weeks from receipt of approved submittals and field verified site conditions (field verified site conditions include metal stud walls/soffits framed, plumbing and electrical rough-ins complete). An up-charge of 10% will be added to any jobs that require a lead time of 4 weeks or less.**
4. All millwork is priced per AWI specifications for custom grade.

EXCLUSIONS

-Anything not listed on this proposal
-Blocking

CCD 009 – RECEPTION DESK CHANGES

The LED Light Track at the Reception Desk was provided and installed by LCCM. This was not in our original scope of work.

After the initial installation of the Reception Desk, the owners decided to shift the unit further to one side. Being that the electrical floor boxes could not shift with the cabinetry, additional labor was provided to make modifications to the cabinetry and the wall for the necessary electrical access.

RAW MATERIALS AND MANUFACTURING = $268.00
INSTALL LABOR = $554.00

SUBTOTAL = $822.00

MARK-UP

A 15% mark-up has been added to all of the above work.

TOTAL MARK-UP = $123.00

ADDITIONAL CHARGES

AWI Certification
All of the above work will be AWI Certified (0.5% fee).
Total = $5.00

Performance Bond
All of the above work will be bonded (2.5% fee).
Total = $24.00

TOTAL PRICE FOR RECEPTION DESK CHANGES = $974.00

We propose hereby to furnish material and labor – complete in accordance with above specifications for the sum of:
NINE HUNDRED SEVENT FOUR AND NO/100********** dollars ($ 974.00)

Payment as follows: Progress payments for stored materials to be billed monthly.
Balance due upon completion of LCCM's scope.

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. If either party commences legal action to enforce its rights pursuant to this agreement, the prevailing party in said legal action shall be entitled to recover its reasonable attorney's fees and costs of litigation relating to said legal action, as determined by a court of competent jurisdiction.

Authorized Signature David Stasiukaitis

Note: this proposal may be withdrawn by us if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Signature _____

Date of Acceptance _____

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WIEMANN METALCRAFT

639 West 41st Street
Tulsa OK 74107
918-592-1700

accounting@wmcraft.com

Invoice

Customer PO	Date	Invoice #
065	12/13/2018	701

Bill To	Ship To
Balfour Beatty Construction Nick Starcevic 306 Meeting St, Ste 300 Charleston SC 29401	Hotel at Marion Square 404 King St Charleston, SC 29403

Due Date	Terms
12/13/2018	Per Contract

Item	Description	Qty	Rate	Amount
Custom w...	Change Order No. 1: Fabricate, finish and ship (2) two table legs		5,580.00	
Custom w...	Deduct for clear coat finishing onsite		-2,500.00	

Total	$3,080.00
Payments/Credits	$0.00

Customer Service 918-592-1700 (Office Hours 8-5 CST)

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Starcevic, Nicholas

From: James Clements <jclements@matrixse.com>
Sent: Thursday, January 3, 2019 12:20 PM
To: Starcevic, Nicholas
Cc: JFaulkinberry (JFaulkinberry@lpbatlanta.com); Woody Faust; Simonton, David; Spano, Tim; Pieniak, Shanti
Subject: RE: Camellias Bar Support Brackets - HMS

Nick

Confirming our discussion with Woody on the OAC call today, please proceed with the bar leg for the proposed amount. Pls include the cost in the 1st floor millwork CCD.

Thank you

Jim Clements
Matrix Program Management Company, LLC
C. 704.905.1165
T. 704.676.9996
jclements@matrixse.com

From: Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>
Sent: Thursday, January 3, 2019 10:37 AM
To: James Clements <jclements@matrixse.com>
Cc: JFaulkinberry (JFaulkinberry@lpbatlanta.com) <JFaulkinberry@lpbatlanta.com>; Woody Faust <wfaust@dciatl.com>; Simonton, David <dsimonton@balfourbeattyus.com>; Spano, Tim <timspano@Balfourbeattyus.com>; Pieniak, Shanti <SPieniak@Balfourbeattyus.com>
Subject: Camellias Bar Support Brackets - HMS

Jim

WM Craft (built the Camellias storefront) submitted a $5,580.00 COR to fabricate, finish, and ship (2) support brackets for Camellias Bar top. I believe this originated from a conversation they had directly with DC. This doesn't include install. Do we proceed and if so what CCD is this now charged to?

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

Balfour Beatty

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BALFOUR BEATTY
Projected Final Cost Report
For the Period Ending December 31, 2018

Company 50540 BALFOUR BEATTY CONSTR, LLC-RTD
Job Number 13026418 MARION SQ-CCD18 ROOFFOP BAR T

Owner 2859853 LIBRARY ASSOCIATES, LLC(BENNET

DATE CONTRACT SIGNED:	
CONTRACT TYPE:	LUMP SUM
CASUALTY INS RATE:	
CS ALLOCATION RATE:	
PR BURDEN RATE:	
SUBGUARD RATE:	
CCIP:	

CONTRACT SCHEDULE STATUS:

CONTRACT START DATE:	
CONTRACT FINISH DATE:	
ESTIMATED CONTRACT FINISH	

PERSONNEL DATA:

BUS UNIT LEAD:	3189319	SANDEEN, JEFFREY A
PROJECT MGR:	899688	STARCEVIC, NICHOLAS
PROJECT ACCT:	3919959	ASHE, CANDICE LYNN
PROJECT EXEC:		
PROJ ENG:		

PROJECTED PROFIT:

12/31/2018	(295)	.00
11/30/2018	(92)	.00
10/26/2018	(92)	.00
09/28/2018	.0	.00
08/31/2018	.0	.00

FINANCIAL SUMMARY:

ORIGINAL CONTRACT AMOUNT:	0
REVENUE BUDGET TRANSFERS	0
CHANGE ORDERS:	0
REVISED CONTRACT AMOUNT:	0

PROFIT:

CURRENT FEE BUDGET:	0
CHANGE ORDER FEE:	0
TOTAL BUDGET PROFIT:	0
PROJECTED SAVINGS/(LOSS):	(295)
PROJECTED TOTAL PROFIT:	(295)

BUYOUT STATUS:

SUBCONTRACTOR:	.00

OWNER BILLINGS SUMMARY:

TOTAL BILLED TO DATE(GROSS):	0
TOTAL TAXED TO DATE(GROSS):	0
RETENTION HELD:	0
COLLECTED TO DATE:	0
OPEN A/R BALANCE:	0

A/R Aging:

CURRENT	0
31-60	0
61-90	0
Over 90	0
Total	0

	Original Budget	Budget Transfers	Change Orders	Revised Budget	% Budget Complete	Total Commitments	Cost This Period	Cost to Date	Cost to Complete	Revenue/Cost at Completion	Savings or (Loss)	Amount Change	True % Complete
GENERAL CONDITIONS	0	0	0	0	0	0	203	295	0	295	(295)	(203)	100%
SUBTOTAL - CONTRACT COST	0	0	0	0	0	0	203	295	0	295	(295)	(203)	100%
TOTAL VARIANCE:	0	0	0	0						(295)			

BBC Labor CCD 018 Cost to Date - $295.00
Costs Previously Billed Thru Pay App 044 - $92.00
Cost to be Billed OCO 21 (Pay App 045) - $203.00

R - 4295

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BALFOUR BEATTY
Projected Final Cost Report
For the Period Ending December 31, 2018

Company 50540 BALFOUR BEATTY CONSTR, LLC-RTD
Job Number 13026422 MARION SQ-CCD22 PATISSERIE CAS
Owner 2859853 LIBRARY ASSOCIATES, LLC(BENNET

DATE CONTRACT SIGNED:	
CONTRACT TYPE:	LUMP SUM
CASUALTY INS RATE:	
CS ALLOCATION RATE:	
PR BURDEN RATE:	
SUBGUARD RATE:	
CCIP:	

CONTRACT SCHEDULE STATUS:

CONTRACT START DATE:	03/15/2014
CONTRACT FINISH DATE:	
ESTIMATED CONTRACT FINISH	

PERSONNEL DATA:

BUS UNIT LEAD:	3189319	SANDEEN, JEFFREY A
PROJECT MGR:	899688	STARCEVIC, NICHOLAS
PROJECT ACCT:	3919959	ASHE, CANDICE LYNN
PROJECT EXEC:		
PROJ ENG:		

PROJECTED PROFIT:

12/31/2018	(3,768)	.00
11/30/2018	(2,252)	.00
10/26/2018	(620)	.00
09/28/2018	(203)	.00
08/31/2018	.0	.00

FINANCIAL SUMMARY:

ORIGINAL CONTRACT AMOUNT:	0
REVENUE BUDGET TRANSFERS	0
CHANGE ORDERS:	0
REVISED CONTRACT AMOUNT:	0

PROFIT:

CURRENT FEE BUDGET:	0
CHANGE ORDER FEE:	0
TOTAL BUDGET PROFIT:	0
PROJECTED SAVINGS/(LOSS):	(3,768)
PROJECTED TOTAL PROFIT:	(3,768)

BUYOUT STATUS:

SUBCONTRACTOR:	.00

OWNER BILLINGS SUMMARY:

TOTAL BILLED TO DATE(GROSS):	0
TOTAL TAXED TO DATE(GROSS):	0
RETENTION HELD:	0
COLLECTED TO DATE:	0
OPEN A/R BALANCE:	0

A/R Aging:

CURRENT	0
31-60	0
61-90	0
Over 90	0
Total	0

	Original Budget	Budget Transfers	Change Orders	Revised Budget	% Budget Complete	Total Commitments	Cost This Period	Cost to Date	Cost to Complete	Revenue/Cost at Completion	Savings or (Loss)	Amount Change	True % Complete
GENERAL CONDITIONS	0	0	0	0	0	0	1,516	3,768	0	3,768	(3,768)	(1,516)	100%
SUBTOTAL - CONTRACT COST	0	0	0	0	0	0	1,516	3,768	0	3,768	(3,768)	(1,516)	100%
TOTAL VARIANCE:	0	0	0	0						(3,768)			

BBC Labor CCD 022 Cost to Date - $3,768.00
Costs Previously Billed Thru Pay App 044 - $1,143.00
Cost to be Billed OCO 21 (Pay App 045) - $2,625.00

R - 4296

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LOW COUNTRY CASE & MILLWORK
3270 Benchmark Drive
Ladson, SC 29456
(843) 797-0881

AWI ARCHITECTURAL WOODWORK INSTITUTE

CHANGE ORDER

PROPOSAL SUBMITTED TO		TODAY'S DATE	DATE OF PLANS/PAGE #'S
Balfour Beatty			
PHONE NUMBER	FAX NUMBER	SPECIFICATIONS AND ADDENDUMS (include dates)	
		None Provided – See Note 1	
JOB NAME		JOB LOCATION	
Hotel at Marion Square		Charleston, SC	

We propose to furnish material, labor, tools, and equipment to complete the following work in accordance with the plans and specifications:

NOTES

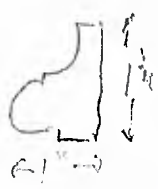
1. If project specifications are not provided, LCCM reserves the right to alter the amount of this proposal.
2. LCCM standard work hours are 8:00 a.m. – 5:00 p.m., Monday – Thursday. Up-charges will apply to any work that is required for any reason to be performed before or after the hours listed.
3. **LCCM standard lead time is 4-6 weeks from receipt of approved submittals and field verified site conditions (field verified site conditions include metal stud walls/soffits framed, plumbing and electrical rough-ins complete). An up-charge of 10% will be added to any jobs that require a lead time of 4 weeks or less.**
4. All millwork is priced per AWI specifications for custom grade.

EXCLUSIONS

-Anything not listed on this proposal
-Blocking

CCD 022 – PATISSERIE TRIM FOR ADDED LIGHTS

A total of (16) LFT of pre-finished poplar trim was added at the Patisserie upper shelving units in order to conceal the added lights. This includes the following:
-Setup fee for the moulder
-Manufacturing
-Priming
-Sanding
-Painting
-Installation



2@ 44 7/16
2@ 43 3/8

RAW MATERIALS AND MANUFACTURING = $240.00

INSTALL LABOR = $196.00

SUBTOTAL = $436.00

MARK-UP

A 15% mark-up has been added to all of the above work.

TOTAL MARK-UP = $65.00

ADDITIONAL CHARGES

AWI Certification
All of the above work will be AWI Certified (0.5% fee).
Total = $3.00

Performance Bond
All of the above work will be bonded (2.5% fee).
Total = $13.00

TOTAL PRICE FOR PATISSERIE LIGHT TRIM = $517.00

We propose hereby to furnish material and labor – complete in accordance with above specifications for the sum of:
FIVE HUNDRED SEVENTEEN AND NO/100********** dollars ($ 517.00)

Payment as follows: Progress payments for stored materials to be billed monthly.
Balance due upon completion of LCCM's scope.

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. If either party commences legal action to enforce its rights pursuant to this agreement, the prevailing party in said legal action shall be entitled to recover its reasonable attorney's fees and costs of litigation relating to said legal action, as determined by a court of competent jurisdiction.

Authorized Signature David Stasiukaitis

Note: this proposal may be withdrawn by us if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Signature _____

Date of Acceptance _____

ELECTRONICALLY FILED - 2023 May 12 8:08 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

QUANTUM COATINGS

Change Order Request

Date: 7/4/2018

Request # **85**

Attention: Balfour Beatty- Alec Dooley/ Nick Starcevic

Project Name: **Marion Hotel**

From: Scott McCormack

RE: **Added Patisserie Ceiling Diffuser Trim**

		Foreman		Journeyman		Material		Line Item Total
Date	Description	Units	Unit Costs	Units	Unit Costs	Units	Unit Costs	
7/2/2018	Prep & Paint Added Patisserie Ceiling Diffuser Trim			8	$40.00	2	$34.10	$388.20
								$0.00
								$0.00
								$0.00
								$0.00
								$0.00
	Subtotals	0	$0.00	8	$320.00		$68.20	$388.20

Sales Tax	9.0%	$6.14
Subtotal		**$394.34**
O&P	15%	$ 59.15
P&P Bond	3.5%	$ 15.87

TOTAL LABOR and MATERIAL	**$469.36**

R - 4299

ELECTRONICALLY FILED - 2023 May 12 8:08 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

BALFOUR BEATTY
Projected Final Cost Report
For the Period Ending December 31, 2018

Company 50540 BALFOUR BEATTY CONSTR, LLC-RTD
Job Number 13026425 MARION SQ-CCD25 FCU RELOC IN
Owner 2859853 LIBRARY ASSOCIATES, LLC(BENNET

DATE CONTRACT SIGNED:	
CONTRACT TYPE:	LUMP SUM
CASUALTY INS RATE:	
CS ALLOCATION RATE:	
PR BURDEN RATE:	
SUBGUARD RATE:	
CCIP:	

CONTRACT SCHEDULE STATUS:

CONTRACT START DATE:	03/15/2014
CONTRACT FINISH DATE:	
ESTIMATED CONTRACT FINISH	

PERSONNEL DATA:

BUS UNIT LEAD:	3189319	SANDEEN, JEFFREY A
PROJECT MGR:	899688	STARCEVIC, NICHOLAS
PROJECT ACCT:	3919959	ASHE, CANDICE LYNN
PROJECT EXEC:		
PROJ ENG:		

PROJECTED PROFIT:

12/31/2018	(568)	.00
11/30/2018	(568)	.00
10/26/2018	(467)	.00
09/28/2018	(467)	.00
08/31/2018	.0	.00

FINANCIAL SUMMARY:

ORIGINAL CONTRACT AMOUNT:	0
REVENUE BUDGET TRANSFERS	0
CHANGE ORDERS:	0
REVISED CONTRACT AMOUNT:	0

PROFIT:

CURRENT FEE BUDGET:	0
CHANGE ORDER FEE:	0
TOTAL BUDGET PROFIT:	0
PROJECTED SAVINGS/(LOSS):	(568)
PROJECTED TOTAL PROFIT:	(568)

BUYOUT STATUS:

SUBCONTRACTOR:	.00

OWNER BILLINGS SUMMARY:

TOTAL BILLED TO DATE(GROSS):	0
TOTAL TAXED TO DATE(GROSS):	0
RETENTION HELD:	0
COLLECTED TO DATE:	0
OPEN A/R BALANCE:	0

A/R Aging:

CURRENT	0
31-60	0
61-90	0
Over 90	0
Total	0

	Original Budget	Budget Transfers	Change Orders	Revised Budget	% Budget Complete	Total Commitments	Cost This Period	Cost to Date	Cost to Complete	Revenue/Cost at Completion	Savings or (Loss)	Amount Change	True % Complete
GENERAL CONDITIONS	0	0	0	0	0	0	0	568	0	568	(568)	0	100%
SUBTOTAL - CONTRACT COST	0	0	0	0	0	0	0	568	0	568	(568)	0	100%
TOTAL VARIANCE:	0	0	0	0						(568)			

BBC Labor CCD 025 Cost to Date - $568.00
Costs Previously Billed Thru Pay App 044 - $467.00
Cost to be Billed OCO 21 (Pay App 045) - $101.00

R - 4300

ELECTRONICALLY FILED - 2023 May 12 8:08 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

BALFOUR BEATTY
Projected Final Cost Report
For the Period Ending December 31, 2018

Company 50540 BALFOUR BEATTY CONSTR, LLC-RTD
Job Number 13026426 MARION SQUARE-CCD26 TELKONET

Owner 2859853 LIBRARY ASSOCIATES, LLC(BENNET

DATE CONTRACT SIGNED:	
CONTRACT TYPE:	LUMP SUM
CASUALTY INS RATE:	
CS ALLOCATION RATE:	
PR BURDEN RATE:	
SUBGUARD RATE:	
CCIP:	

CONTRACT SCHEDULE STATUS:

CONTRACT START DATE:	03/15/2014
CONTRACT FINISH DATE:	
ESTIMATED CONTRACT FINISH	

PERSONNEL DATA:

BUS UNIT LEAD:	3189319	SANDEEN, JEFFREY A
PROJECT MGR:	899688	STARCEVIC, NICHOLAS
PROJECT ACCT:	3919959	ASHE, CANDICE LYNN
PROJECT EXEC:		
PROJ ENG:		

PROJECTED PROFIT:

12/31/2018	(4,509)	.00
11/30/2018	(894)	.00
10/26/2018	(325)	.00
09/28/2018	.0	.00
08/31/2018	.0	.00

FINANCIAL SUMMARY:

ORIGINAL CONTRACT AMOUNT:	0
REVENUE BUDGET TRANSFERS	0
CHANGE ORDERS:	0
REVISED CONTRACT AMOUNT:	0

PROFIT:

CURRENT FEE BUDGET:	0
CHANGE ORDER FEE:	0
TOTAL BUDGET PROFIT:	0
PROJECTED SAVINGS/(LOSS):	(4,509)
PROJECTED TOTAL PROFIT:	(4,509)

BUYOUT STATUS:

SUBCONTRACTOR:	.00

OWNER BILLINGS SUMMARY:

TOTAL BILLED TO DATE(GROSS):	0
TOTAL TAXED TO DATE(GROSS):	0
RETENTION HELD:	0
COLLECTED TO DATE:	0
OPEN A/R BALANCE:	0

A/R Aging:

CURRENT	0
31-60	0
61-90	0
Over 90	0
Total	0

	Original Budget	Budget Transfers	Change Orders	Revised Budget	% Budget Complete	Total Commitments	Cost This Period	Cost to Date	Cost to Complete	Revenue/Cost at Completion	Savings or (Loss)	Amount Change	True % Complete
GENERAL CONDITIONS	0	0	0	0	0	0	3,614	4,509	0	4,509	(4,509)	(3,614)	100%
SUBTOTAL - CONTRACT COST	0	0	0	0	0	0	3,614	4,509	0	4,509	(4,509)	(3,614)	100%
TOTAL VARIANCE:	0	0	0	0						(4,509)			

BBC Labor CCD 026 Cost to Date - $4,509.00
Costs Previously Billed Thru Pay App 044 - $650.00
Cost to be Billed OCO 21 (Pay App 045) - $3,859.00

R - 4301

ELECTRONICALLY FILED - 2023 May 12 8:08 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

BALFOUR BEATTY
Projected Final Cost Report
For the Period Ending December 31, 2018

Company 50540 BALFOUR BEATTY CONSTR, LLC-RTD
Job Number 13026427 MARION SQ-CCD027 GARAGE RAMP
Owner 2859853 LIBRARY ASSOCIATES, LLC(BENNET

DATE CONTRACT SIGNED:	
CONTRACT TYPE:	LUMP SUM
CASUALTY INS RATE:	
CS ALLOCATION RATE:	
PR BURDEN RATE:	
SUBGUARD RATE:	
CCIP:	

CONTRACT SCHEDULE STATUS:

CONTRACT START DATE:	03/15/2014
CONTRACT FINISH DATE:	
ESTIMATED CONTRACT FINISH	

PERSONNEL DATA:

BUS UNIT LEAD:	3189319	SANDEEN, JEFFREY A
PROJECT MGR:	899688	STARCEVIC, NICHOLAS
PROJECT ACCT:	3919959	ASHE, CANDICE LYNN
PROJECT EXEC:		
PROJ ENG:		

PROJECTED PROFIT:

12/31/2018	(5,090)	.00
11/30/2018	(4,765)	.00
10/26/2018	(2,209)	.00
09/28/2018	(163)	.00
08/31/2018	.0	.00

FINANCIAL SUMMARY:

ORIGINAL CONTRACT AMOUNT:	0
REVENUE BUDGET TRANSFERS	0
CHANGE ORDERS:	0
REVISED CONTRACT AMOUNT:	0

PROFIT:

CURRENT FEE BUDGET:	0
CHANGE ORDER FEE:	0
TOTAL BUDGET PROFIT:	0
PROJECTED SAVINGS/(LOSS):	(5,090)
PROJECTED TOTAL PROFIT:	(5,090)

BUYOUT STATUS:

SUBCONTRACTOR:	.00

OWNER BILLINGS SUMMARY:

TOTAL BILLED TO DATE(GROSS):	0
TOTAL TAXED TO DATE(GROSS):	0
RETENTION HELD:	0
COLLECTED TO DATE:	0
OPEN A/R BALANCE:	0

A/R Aging:

CURRENT	0
31-60	0
61-90	0
Over 90	0
Total	0

	Original Budget	Budget Transfers	Change Orders	Revised Budget	% Budget Complete	Total Commitments	Cost This Period	Cost to Date	Cost to Complete	Revenue/Cost at Completion	Savings or (Loss)	Amount Change	True % Complete
GENERAL CONDITIONS	0	0	0	0	0	0	325	5,090	0	5,090	(5,090)	(325)	100%
SUBTOTAL - CONTRACT COST	0	0	0	0	0	0	325	5,090	0	5,090	(5,090)	(325)	100%
TOTAL VARIANCE:	0	0	0	0						(5,090)			

BBC Labor CCD 027 Cost to Date - $5,090.00
Costs Previously Billed Thru Pay App 044 - $3,607.00
Cost to be Billed OCO 21 (Pay App 045) - $1,483.00

R - 4302

ELECTRONICALLY FILED - 2023 May 12 8:08 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

BALFOUR BEATTY
Projected Final Cost Report
For the Period Ending December 31, 2018

Company 50540 BALFOUR BEATTY CONSTR, LLC-RTD
Job Number 13026431 MARION SQ-CCD31 TRSF & SVC YAR

Owner 2859853 LIBRARY ASSOCIATES, LLC(BENNET

DATE CONTRACT SIGNED:	
CONTRACT TYPE:	LUMP SUM
CASUALTY INS RATE:	
CS ALLOCATION RATE:	
PR BURDEN RATE:	
SUBGUARD RATE:	
CCIP:	

CONTRACT SCHEDULE STATUS:

CONTRACT START DATE:	03/15/2014
CONTRACT FINISH DATE:	
ESTIMATED CONTRACT FINISH	

PERSONNEL DATA:

BUS UNIT LEAD:	3189319	SANDEEN, JEFFREY A
PROJECT MGR:	899688	STARCEVIC, NICHOLAS
PROJECT ACCT:	3919959	ASHE, CANDICE LYNN
PROJECT EXEC:		
PROJ ENG:		

PROJECTED PROFIT:

12/31/2018	(1,456)	.00
11/30/2018	(1,111)	.00
10/26/2018	(407)	.00
09/28/2018	.0	.00
08/31/2018	.0	.00

FINANCIAL SUMMARY:

ORIGINAL CONTRACT AMOUNT:	0
REVENUE BUDGET TRANSFERS	0
CHANGE ORDERS:	0
REVISED CONTRACT AMOUNT:	0

PROFIT:

CURRENT FEE BUDGET:	0
CHANGE ORDER FEE:	0
TOTAL BUDGET PROFIT:	0
PROJECTED SAVINGS/(LOSS):	(1,456)
PROJECTED TOTAL PROFIT:	(1,456)

BUYOUT STATUS:

SUBCONTRACTOR:	.00

OWNER BILLINGS SUMMARY:

TOTAL BILLED TO DATE(GROSS):	0
TOTAL TAXED TO DATE(GROSS):	0
RETENTION HELD:	0
COLLECTED TO DATE:	0
OPEN A/R BALANCE:	0

A/R Aging:

CURRENT	0
31-60	0
61-90	0
Over 90	0
Total	0

	Original Budget	Budget Transfers	Change Orders	Revised Budget	% Budget Complete	Total Commitments	Cost This Period	Cost to Date	Cost to Complete	Revenue/Cost at Completion	Savings or (Loss)	Amount Change	True % Complete
GENERAL CONDITIONS	0	0	0	0	0	0	344	1,456	0	1,456	(1,456)	(344)	100%
SUBTOTAL - CONTRACT COST	0	0	0	0	0	0	344	1,456	0	1,456	(1,456)	(344)	100%
TOTAL VARIANCE:	0	0	0	0						(1,456)			

R - 4303

ELECTRONICALLY FILED - 2023 May 12 8:08 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

BALFOUR BEATTY
Projected Final Cost Report
For the Period Ending December 31, 2018

Company 50540 BALFOUR BEATTY CONSTR, LLC-RTD
Job Number 13026433 MARION SQ-CCD33 ROOFTOP LOBBY
Owner 2859853 LIBRARY ASSOCIATES, LLC(BENNET

DATE CONTRACT SIGNED:	
CONTRACT TYPE:	LUMP SUM
CASUALTY INS RATE:	
CS ALLOCATION RATE:	
PR BURDEN RATE:	
SUBGUARD RATE:	
CCIP:	

CONTRACT SCHEDULE STATUS:

CONTRACT START DATE:	03/15/2014
CONTRACT FINISH DATE:	
ESTIMATED CONTRACT FINISH	

PERSONNEL DATA:

BUS UNIT LEAD:	3189319	SANDEEN, JEFFREY A
PROJECT MGR:	899688	STARCEVIC, NICHOLAS
PROJECT ACCT:	3919959	ASHE, CANDICE LYNN
PROJECT EXEC:		
PROJ ENG:		

PROJECTED PROFIT:

12/31/2018	(1,438)	.00
11/30/2018	(1,039)	.00
10/26/2018	(439)	.00
09/28/2018	.0	.00
08/31/2018	.0	.00

FINANCIAL SUMMARY:

ORIGINAL CONTRACT AMOUNT:	0
REVENUE BUDGET TRANSFERS	0
CHANGE ORDERS:	0
REVISED CONTRACT AMOUNT:	0

PROFIT:

CURRENT FEE BUDGET:	0
CHANGE ORDER FEE:	0
TOTAL BUDGET PROFIT:	0
PROJECTED SAVINGS/(LOSS):	(1,438)
PROJECTED TOTAL PROFIT:	(1,438)

BUYOUT STATUS:

SUBCONTRACTOR:	.00

OWNER BILLINGS SUMMARY:

TOTAL BILLED TO DATE(GROSS):	0
TOTAL TAXED TO DATE(GROSS):	0
RETENTION HELD:	0
COLLECTED TO DATE:	0
OPEN A/R BALANCE:	0

A/R Aging:

CURRENT	0
31-60	0
61-90	0
Over 90	0
Total	0

	Original Budget	Budget Transfers	Change Orders	Revised Budget	% Budget Complete	Total Commitments	Cost This Period	Cost to Date	Cost to Complete	Revenue/Cost at Completion	Savings or (Loss)	Amount Change	True % Complete
GENERAL CONDITIONS	0	0	0	0	0	0	400	1,438	0	1,438	(1,438)	(400)	100%
SUBTOTAL - CONTRACT COST	0	0	0	0	0	0	400	1,438	0	1,438	(1,438)	(400)	100%
TOTAL VARIANCE:	0	0	0	0						(1,438)			

BBC Labor CCD 033 Cost to Date - $1,438.00
Costs Previously Billed Thru Pay App 044 - $735.00
Cost to be Billed OCO 21 (Pay App 045) - $703.00

ELECTRONICALLY FILED - 2023 May 12 8:08 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

QUANTUM COATINGS

Change Order Request

Date: 12/18/2018

Request # CCD 033

Attention: Balfour Beatty- Tim Spano/ Nick Starcevic

Project Name: **Marion Hotel**

From: Scott McCormack

RE: **CCD-033**

		Foreman		Journeyman		Material		Line Item Total
Date	Description	Units	Unit Costs	Units	Unit Costs	Units	Unit Costs	
9/7/2018	9th Floor - Paint Drywall Repairs at Bar Side of 9th Floor. Paint Drywall at Public Restrooms	8	$45.00	8	$40.00			$680.00
								$0.00
								$0.00
								$0.00
								$0.00
								$0.00
								$0.00
								$0.00
								$0.00
								$0.00
	Subtotals	8	$0.00	8.0	$0.00		$0.00	$680.00

Sales Tax	9.0%	$0.00
Subtotal		**$680.00**
O&P	**15%**	**$ 102.00**
P&P Bond	**3.5%**	**$ 27.37**

TOTAL LABOR and MATERIAL	**$809.37**

R - 4305

ELECTRONICALLY FILED - 2023 May 12 8:08 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

QUANTUM COATINGS | EXTRA WORK ORDER

CUSTOMER'S ORDER NO.	OUR JOB #	DATE
		9-7-18
JOB NAME	**LOCATION**	**PHONE**
Bennett Marion	9th floor	

ORDERED BY

BILL TO CCD 033

ADDRESS

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

DESCRIPTION OF WORK

Paint Drywall repairs at
lav side at floor

Paint Drywall at public
restrooms

2 painters 5hrs

10 hrs

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

SIGNATURE John Eldridge DATE 9-7-18

R-4306

QUANTUM COATINGS | EXTRA WORK ORDER

CUSTOMER'S ORDER NO.	OUR JOB #	DATE
		9-7-18
JOB NAME	**LOCATION**	**PHONE**
Bennett Marion	9th.	

ORDERED BY

BILL TO

ADDRESS

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

DESCRIPTION OF WORK

Paint trim at elevator
areas

1 painter 10 hrs

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

SIGNATURE John Eldridge DATE 9-7-18

ELECTRONICALLY FILED - 2023 May 12 8:08 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

BALFOUR BEATTY
Projected Final Cost Report
For the Period Ending December 31, 2018

Company 50540 BALFOUR BEATTY CONSTR, LLC-RTD
Job Number 13026434 MARION SQ-CCD34 DEC GRILLES

Owner 2859853 LIBRARY ASSOCIATES, LLC(BENNET

DATE CONTRACT SIGNED:	
CONTRACT TYPE:	LUMP SUM
CASUALTY INS RATE:	
CS ALLOCATION RATE:	
PR BURDEN RATE:	
SUBGUARD RATE:	
CCIP:	

CONTRACT SCHEDULE STATUS:

CONTRACT START DATE:	03/14/2015
CONTRACT FINISH DATE:	
ESTIMATED CONTRACT FINISH	

PERSONNEL DATA:

BUS UNIT LEAD:	3189319	SANDEEN, JEFFREY A
PROJECT MGR:	899688	STARCEVIC, NICHOLAS
PROJECT ACCT:	3919959	ASHE, CANDICE LYNN
PROJECT EXEC:		
PROJ ENG:		

PROJECTED PROFIT:

12/31/2018	(539)	.00
11/30/2018	(244)	.00
10/26/2018	.0	.00
09/28/2018	.0	.00
08/31/2018	.0	.00

FINANCIAL SUMMARY:

ORIGINAL CONTRACT AMOUNT:	0
REVENUE BUDGET TRANSFERS	0
CHANGE ORDERS:	0
REVISED CONTRACT AMOUNT:	0

PROFIT:

CURRENT FEE BUDGET:	0
CHANGE ORDER FEE:	0
TOTAL BUDGET PROFIT:	0
PROJECTED SAVINGS/(LOSS):	(539)
PROJECTED TOTAL PROFIT:	(539)

BUYOUT STATUS:

SUBCONTRACTOR:	.00

OWNER BILLINGS SUMMARY:

TOTAL BILLED TO DATE(GROSS):	0
TOTAL TAXED TO DATE(GROSS):	0
RETENTION HELD:	0
COLLECTED TO DATE:	0
OPEN A/R BALANCE:	0

A/R Aging:

CURRENT	0
31-60	0
61-90	0
Over 90	0
Total	0

	Original Budget	Budget Transfers	Change Orders	Revised Budget	% Budget Complete	Total Commitments	Cost This Period	Cost to Date	Cost to Complete	Revenue/Cost at Completion	Savings or (Loss)	Amount Change	True % Complete
GENERAL CONDITIONS	0	0	0	0	0	0	295	539	0	539	(539)	(295)	100%
SUBTOTAL - CONTRACT COST	0	0	0	0	0	0	295	539	0	539	(539)	(295)	100%
TOTAL VARIANCE:	0	0	0	0						(539)			

BBC Labor CCD 034 Cost to Date - $539.00
Costs Previously Billed Thru Pay App 044 - $0.00
Cost to be Billed OCO 21 (Pay App 045) - $539.00

ELECTRONICALLY FILED - 2023 May 12 8:08 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

QUANTUM COATINGS

Change Order Request

Date: 12/18/2018 — Request # **CCD-34**

Attention: Balfour Beatty- Tim Spano/ Nick Starcevic — Project Name: **Marion Hotel**

From: Scott McCormack — RE: **CCD-34 2nd Floor Grills**

		Foreman		Journeyman		Material		Line Item Total
Date	Description	Units	Unit Costs	Units	Unit Costs	Units	Unit Costs	
12/12/18	CCD-34 - 2nd Floor - Prime & Paint Grills	10	$45.00	0	$40.00	1	$49.62	$499.62
								$0.00
								$0.00
								$0.00
								$0.00
								$0.00
								$0.00
								$0.00
								$0.00
	Subtotals	10	$0.00	0.0	$0.00		$49.62	$499.62

Sales Tax	9.0%	$4.47
Subtotal		**$504.09**
O&P	**15%**	**$ 75.61**
P&P Bond	**3.5%**	**$ 20.29**

TOTAL LABOR and MATERIAL	**$599.99**

R - 4308

ELECTRONICALLY FILED - 2023 May 12 8:08 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

QUANTUM COATINGS | EXTRA WORK ORDER

CUSTOMER'S ORDER NO.	OUR JOB #	DATE
		12/12/18
JOB NAME	LOCATION	PHONE
Bennet - Marion Square	2nd Floor	

ORDERED BY

BILL TO

ADDRESS

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

DESCRIPTION OF WORK

CCD. 34

Prime and paint Grills

1 man @ 10 hrs = 10 hrs total
Bond Plex
Cimarron
Palisade
Balanced Beige
Black Fox

VTO

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

SIGNATURE [signature] DATE 12/17/18

R - 4309

Scanned with CamScanner

ELECTRONICALLY FILED - 2023 May 12 8:08 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

BALFOUR BEATTY
Projected Final Cost Report
For the Period Ending December 31, 2018

Company 50540 BALFOUR BEATTY CONSTR, LLC-RTD
Job Number 13026435 MARION SQ-CCD35 LANTERN PLYNTH
Owner 2859853 LIBRARY ASSOCIATES, LLC(BENNET

DATE CONTRACT SIGNED:	
CONTRACT TYPE:	LUMP SUM
CASUALTY INS RATE:	
CS ALLOCATION RATE:	
PR BURDEN RATE:	
SUBGUARD RATE:	
CCIP:	

CONTRACT SCHEDULE STATUS:

CONTRACT START DATE:	03/15/2014
CONTRACT FINISH DATE:	
ESTIMATED CONTRACT FINISH	

PERSONNEL DATA:

BUS UNIT LEAD:	3189319	SANDEEN, JEFFREY A
PROJECT MGR:	899688	STARCEVIC, NICHOLAS
PROJECT ACCT:	3919959	ASHE, CANDICE LYNN
PROJECT EXEC:		
PROJ ENG:		

PROJECTED PROFIT:

12/31/2018	(101)	.00
11/30/2018	(101)	.00
10/26/2018	.0	.00
09/28/2018	.0	.00
08/31/2018	.0	.00

FINANCIAL SUMMARY:

ORIGINAL CONTRACT AMOUNT:	0
REVENUE BUDGET TRANSFERS	0
CHANGE ORDERS:	0
REVISED CONTRACT AMOUNT:	0

PROFIT:

CURRENT FEE BUDGET:	0
CHANGE ORDER FEE:	0
TOTAL BUDGET PROFIT:	0
PROJECTED SAVINGS/(LOSS):	(101)
PROJECTED TOTAL PROFIT:	(101)

BUYOUT STATUS:

SUBCONTRACTOR:	.00

OWNER BILLINGS SUMMARY:

TOTAL BILLED TO DATE(GROSS):	0
TOTAL TAXED TO DATE(GROSS):	0
RETENTION HELD:	0
COLLECTED TO DATE:	0
OPEN A/R BALANCE:	0

A/R Aging:

CURRENT	0
31-60	0
61-90	0
Over 90	0
Total	0

	Original Budget	Budget Transfers	Change Orders	Revised Budget	% Budget Complete	Total Commitments	Cost This Period	Cost to Date	Cost to Complete	Revenue/Cost at Completion	Savings or (Loss)	Amount Change	True % Complete
GENERAL CONDITIONS	0	0	0	0	0	0	0	101	0	101	(101)	0	100%
SUBTOTAL - CONTRACT COST	0	0	0	0	0	0	0	101	0	101	(101)	0	100%
TOTAL VARIANCE:	0	0	0	0						(101)			

BBC Labor CCD 035 Cost to Date - $101.00
Costs Previously Billed Thru Pay App 044 - $0.00
Cost to be Billed OCO 21 (Pay App 045) - $101.00

ELECTRONICALLY FILED - 2023 May 12 8:08 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

BALFOUR BEATTY
Projected Final Cost Report
For the Period Ending December 31, 2018

Company 50540 BALFOUR BEATTY CONSTR, LLC-RTD
Job Number 13026436 MARION SQ-CCD036 S156R2 SHUTTE

Owner 2859853 LIBRARY ASSOCIATES, LLC(BENNET

DATE CONTRACT SIGNED:	
CONTRACT TYPE:	LUMP SUM
CASUALTY INS RATE:	
CS ALLOCATION RATE:	
PR BURDEN RATE:	
SUBGUARD RATE:	
CCIP:	

CONTRACT SCHEDULE STATUS:

CONTRACT START DATE:	03/15/2014
CONTRACT FINISH DATE:	
ESTIMATED CONTRACT FINISH	

PERSONNEL DATA:

BUS UNIT LEAD:	3189319	SANDEEN, JEFFREY A
PROJECT MGR:	899688	STARCEVIC, NICHOLAS
PROJECT ACCT:	3919959	ASHE, CANDICE LYNN
PROJECT EXEC:		
PROJ ENG:		

PROJECTED PROFIT:

12/31/2018	(3,034)	.00
11/30/2018	(2,445)	.00
10/26/2018	(1,645)	.00
09/28/2018	(651)	.00
08/31/2018	.0	.00

FINANCIAL SUMMARY:

ORIGINAL CONTRACT AMOUNT:	0
REVENUE BUDGET TRANSFERS	0
CHANGE ORDERS:	0
REVISED CONTRACT AMOUNT:	0

PROFIT:

CURRENT FEE BUDGET:	0
CHANGE ORDER FEE:	0
TOTAL BUDGET PROFIT:	0
PROJECTED SAVINGS/(LOSS):	(3,034)
PROJECTED TOTAL PROFIT:	(3,034)

BUYOUT STATUS:

SUBCONTRACTOR:	.00

OWNER BILLINGS SUMMARY:

TOTAL BILLED TO DATE(GROSS):	0
TOTAL TAXED TO DATE(GROSS):	0
RETENTION HELD:	0
COLLECTED TO DATE:	0
OPEN A/R BALANCE:	0

A/R Aging:

CURRENT	0
31-60	0
61-90	0
Over 90	0
Total	0

	Original Budget	Budget Transfers	Change Orders	Revised Budget	% Budget Complete	Total Commitments	Cost This Period	Cost to Date	Cost to Complete	Revenue/Cost at Completion	Savings or (Loss)	Amount Change	True % Complete
GENERAL CONDITIONS	0	0	0	0	0	0	588	3,034	0	3,034	(3,034)	(588)	100%
SUBTOTAL - CONTRACT COST	0	0	0	0	0	0	588	3,034	0	3,034	(3,034)	(588)	100%
TOTAL VARIANCE:	0	0	0	0						(3,034)			

BBC Labor CCD 036 Cost to Date - $3,034.00
Costs Previously Billed Thru Pay App 044 - $1,808.00
Cost to be Billed OCO 21 (Pay App 045) - $1,226.00

R - 4311

ELECTRONICALLY FILED - 2023 May 12 8:08 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

ELECTRONICALLY FILED - 2023 May 12 8:08 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Attachment "F"

Marion Hotel

Subcontractor:	Warco Construction, Inc.

Description of Work:				Request For Quote Number:	

Shutter and Hardware change from base to final.

Change Order Pricing Summary:

Subcontractor Self-Performed Work:	Cost before markup	Markup Percentage Fee: Maximum = 15%	Subtotals
Materials (including applicable sales/use tax)	$ 59,101.00	$ 8,865.15	$ 67,966.15
Labor and Labor Burden			
Equipment			
Subtotals			$ 67,966.15

	Change Order Proposal Work performed by Sub-Subcontractors (Enter names of sub-subcontractors and the sub-subcontractor scope of work)	Cost before markup	Markup Percentage Fee: Maximum = 10%	Total
1				
2		$ -	$ -	$ -
3		$ -	$ -	$ -
4		$ -	$ -	$ -
5		$ -	$ -	$ -
	Subtotals	$ -	$ -	$ -

	Total Change Order Proposal Cost before Markup	Total Subcontractor Fees Included in Change Order	Total Proposed Change Order Costs
Totals	$ -	$ -	**$ 67,966.15**

Bond and Insurance is to be included in pricing

Subcontractor Signature:	Mark Park	**Date:**	2/26/2018

Please Initial

Attachment "F"

Marion Hotel

Subcontractor: Warco Construction, Inc.

Drawing reference (Include date)	Material Description and Size	Material Quantity	Material Measurement (LF, Each, SF, CY, etc)	Material Cost per Unit	Material Units (E=1, C=100 or M=1,000)	Extended Material Costs	Labor Productivity Factor per Unit	Labor Unit (E= 1, C=100, or M=1,000)	Extended Labor Hours
	Base Bid					$ (92,733.21)			
	FINAL					$ 146,953.96			
		Total Material Costs (before applicable sales tax)				$ 54,220.75	Total Labor Hours		
		Tax (9%)				$ 4,880.61			
		Total Material and Sales/Use Tax				$ 59,101.36			

Labor Cost Breakdown and Related Pricing:

Type of Labor - Level and Position	Classification of Labor description	Names (If applicable- Last Name/First Name)		Number of Hours	Labor and Labor Burden rate Per Hour	Total Labor Cost
Productive Labor Position/Level #1	See above for added and delated acc.					
Productive Labor Position/Level #2						
Productive Labor Position/Level #3						
Productive Labor Position/Level #4						
Productive Labor Position/Level #5						
Productive Labor Position/Level #6						
			Totals			$ -

0
0
0

Please Initial

ELECTRONICALLY FILED - 2023 May 12 8:08 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

ELECTRONICALLY FILED - 2023 May 12 8:08 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

BASE BID

CUSTOM SHUTTER COMPANY

82 Plantation Pointe #301 | Fairhope, AL 36532
phone (251) 990-4955 | fax (251) 545-4120

Date:	6/12/2014	Reference No:	101564
Sales Rep:	EDWARD	Lead Time:	3 - 4 WEEKS
Ship To:	MARION HOTEL - EXTERIOR SHUTTERS		
		Phone #:	
		Fax #:	
E-Mail:			

Comments: ** SUBJECT TO FIELD VERIFICATION
ABS - OR ALUMINUM - LOUVERS

		Unit Price:	Line Total:
Item #: 10 2ND FLOOR	34 PAIR 25.25 X 118 PVC COMPOSITE | LOUVER STYLE 3 SECTIONS - - - - - - HIGH QUALITY FACTORY FINISH - GLG2670GY46-120 (PALE JADE) - SEE DRAWINGS FOR RAIL SIZES AND PLACEMENT	$840.78	$28,586.44
Item #: 20 3RD FLOOR	34 PAIR 25.25 X 97.5 PVC COMPOSITE | LOUVER STYLE 4 SECTIONS - - - - - - HIGH QUALITY FACTORY FINISH - GLG2670GY46-120 (PALE JADE) - SEE DRAWINGS FOR RAIL SIZES AND PLACEMENT - L/L/P/P	$694.71	$23,620.15
Item #: 30 4TH FLOOR	34 PAIR 25.25 X 80.625 PVC COMPOSITE | LOUVER STYLE 3 SECTIONS - - - - - - HIGH QUALITY FACTORY FINISH - GLG2670GY46-120 (PALE JADE) - SEE DRAWINGS FOR RAIL SIZES AND PLACEMENT	$574.47	$19,532.05
Item #: 40 5TH FLOOR	32 PAIR 25.25 X 64.5 PVC COMPOSITE | LOUVER STYLE OFFSET MID RAIL - - - - - - HIGH QUALITY FACTORY FINISH - GLG2670GY46-120 (PALE JADE) - SEE DRAWINGS FOR RAIL SIZES AND PLACEMENT	$459.58	$14,706.48
Item # 50	134 SET SH1.25 NY STYLE HINGE SET - 2 1/2" REVEAL (WOOD) - BLACK POWDER COATING - -	$28.80	$3,859.20
Item #: 60	134 PAIR SS_HOLDBACK NY STYLE S-HOLDBACKS - BLACK POWDER COATING - -	$18.13	$2,428.88

Net Total:	$92,733.21
Sales Tax:	$0.00
Grand Total:	$92,733.21

ELECTRONICALLY FILED - 2023 May 12 8:08 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

FINAL

82 Plantation Pointe #301 | Fairhope, AL 36532
phone (251) 990-4955 | fax (251) 545-4120

Date:	7/24/2017	Reference No:	103772
Sales Rep:	EDWARD	Lead Time:	3 - 4 WEEKS
Ship To:	MARION HOTEL - EXTERIOR SHUTTERS		
		Phone #:	
		Fax #:	
E-Mail:			

Comments: ** SUBJECT TO FIELD VERIFICATION

FIBERGLASS SHUTTERS

Item #: 10 2ND FLOOR	34	PAIR 25.25 X 118 FIBERGLASS | LOUVER STYLE 3 SECTIONS - APS - ADDITIONAL RAILS - APS - ADDITIONAL RAILS - - - - HIGH QUALITY FACTORY FINISH - GLG2670GY46-120 (PALE JADE) - SEE DRAWINGS FOR RAIL SIZES AND PLACEMENT	Unit Price: $1,177.34	Line Total: $40,029.54
Item #: 20 3RD FLOOR	34	PAIR 25.25 X 97.5 FIBERGLASS | LOUVER-PANEL STYLE 4 SECTIONS - APS - ADDITIONAL RAILS - APS - EXTRA PANEL - - - - HIGH QUALITY FACTORY FINISH - GLG2670GY46-120 (PALE JADE) - SEE DRAWINGS FOR RAIL SIZES AND	Unit Price: $1,028.97	Line Total: $34,985.05
Item #: 30 4TH FLOOR	34	PAIR 25.25 X 80.625 FIBERGLASS | LOUVER STYLE 3 SECTIONS - APS - ADDITIONAL RAILS - APS - ADDITIONAL RAILS - - - - HIGH QUALITY FACTORY FINISH - GLG2670GY46-120 (PALE JADE) - SEE DRAWINGS FOR RAIL SIZES AND PLACEMENT	Unit Price: $877.66	Line Total: $29,840.38
Item #: 40 5TH FLOOR	32	PAIR 25.25 X 64.5 FIBERGLASS | LOUVER STYLE OFFSET MID RAIL - APS - ADDITIONAL RAILS - - - - - HIGH QUALITY FACTORY FINISH - GLG2670GY46-120 (PALE JADE) - SEE DRAWINGS FOR RAIL SIZES AND PLACEMENT	Unit Price: $737.22	Line Total: $23,590.90
Item #: 50	134	SET SHUTTER HDWE STOCK - BLACK POWDER COATING - STAINLESS STEEL - CUSTOM L-HINGE 5 1/2" HORIZONTALLY, 5" VERTICAL - 1/8" THICK WITH 3/8" DIAMETER BARREL	Unit Price: $119.99	Line Total: $16,079.20
Item #: 60	134	PAIR SS_HOLDBACK NY STYLE S-HOLDBACKS - BLACK POWDER COATING - -	Unit Price: $18.13	Line Total: $2,428.88

Net Total:	$146,953.96
Sales Tax:	$0.00
Grand Total:	$146,953.96

BALFOUR BEATTY
Projected Final Cost Report
For the Period Ending December 31, 2018

Company 50540 BALFOUR BEATTY CONSTR, LLC-RTD
Job Number 13026437 MARION SQ-CCD37 OFCI TUB FIX

Owner 2859853 LIBRARY ASSOCIATES, LLC(BENNET

DATE CONTRACT SIGNED:	
CONTRACT TYPE:	LUMP SUM
CASUALTY INS RATE:	
CS ALLOCATION RATE:	
PR BURDEN RATE:	
SUBGUARD RATE:	
CCIP:	

CONTRACT SCHEDULE STATUS:

CONTRACT START DATE:	03/15/2014
CONTRACT FINISH DATE:	
ESTIMATED CONTRACT FINISH	

PERSONNEL DATA:

BUS UNIT LEAD:	3189319	SANDEEN, JEFFREY A
PROJECT MGR:	899688	STARCEVIC, NICHOLAS
PROJECT ACCT:	3919959	ASHE, CANDICE LYNN
PROJECT EXEC:		
PROJ ENG:		

PROJECTED PROFIT:

12/31/2018	(9,259)	.00
11/30/2018	(4,306)	.00
10/26/2018	.0	.00
09/28/2018	.0	.00
08/31/2018	.0	.00

FINANCIAL SUMMARY:

ORIGINAL CONTRACT AMOUNT:	0
REVENUE BUDGET TRANSFERS	0
CHANGE ORDERS:	0
REVISED CONTRACT AMOUNT:	0

PROFIT:

CURRENT FEE BUDGET:	0
CHANGE ORDER FEE:	0
TOTAL BUDGET PROFIT:	0
PROJECTED SAVINGS/(LOSS):	(9,259)
PROJECTED TOTAL PROFIT:	(9,259)

BUYOUT STATUS:

SUBCONTRACTOR:	.00

OWNER BILLINGS SUMMARY:

TOTAL BILLED TO DATE(GROSS):	0
TOTAL TAXED TO DATE(GROSS):	0
RETENTION HELD:	0
COLLECTED TO DATE:	0
OPEN A/R BALANCE:	0

A/R Aging:

CURRENT	0
31-60	0
61-90	0
Over 90	0
Total	0

	Original Budget	Budget Transfers	Change Orders	Revised Budget	% Budget Complete	Total Commitments	Cost This Period	Cost to Date	Cost to Complete	Revenue/Cost at Completion	Savings or (Loss)	Amount Change	True % Complete
GENERAL CONDITIONS	0	0	0	0	0	0	4,953	9,259	0	9,259	(9,259)	(4,953)	100%
SUBTOTAL - CONTRACT COST	0	0	0	0	0	0	4,953	9,259	0	9,259	(9,259)	(4,953)	100%
TOTAL VARIANCE:	0	0	0	0						(9,259)			

BBC Labor CCD 037 Cost to Date - $9,259.00
Costs Previously Billed Thru Pay App 044 - $0.00
Cost to be Billed OCO 21 (Pay App 045) - $9,259.00

R - 4316

ELECTRONICALLY FILED - 2023 May 12 8:08 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

BALFOUR BEATTY
Projected Final Cost Report
For the Period Ending December 31, 2018

Company 50540 BALFOUR BEATTY CONSTR, LLC-RTD
Job Number 13026438 MARION SQ-CCD38 COBBLES AND IR

Owner 2859853 LIBRARY ASSOCIATES, LLC(BENNET

DATE CONTRACT SIGNED:	
CONTRACT TYPE:	LUMP SUM
CASUALTY INS RATE:	
CS ALLOCATION RATE:	
PR BURDEN RATE:	
SUBGUARD RATE:	
CCIP:	

CONTRACT SCHEDULE STATUS:

CONTRACT START DATE:	03/15/2014
CONTRACT FINISH DATE:	
ESTIMATED CONTRACT FINISH	

PERSONNEL DATA:

BUS UNIT LEAD:	3189319	SANDEEN, JEFFREY A
PROJECT MGR:	899688	STARCEVIC, NICHOLAS
PROJECT ACCT:	3919959	ASHE, CANDICE LYNN
PROJECT EXEC:		
PROJ ENG:		

PROJECTED PROFIT:

12/31/2018	(467)	.00
11/30/2018	(304)	.00
10/26/2018	.0	.00
09/28/2018	.0	.00
08/31/2018	.0	.00

FINANCIAL SUMMARY:

ORIGINAL CONTRACT AMOUNT:	0
REVENUE BUDGET TRANSFERS	0
CHANGE ORDERS:	0
REVISED CONTRACT AMOUNT:	0

PROFIT:

CURRENT FEE BUDGET:	0
CHANGE ORDER FEE:	0
TOTAL BUDGET PROFIT:	0
PROJECTED SAVINGS/(LOSS):	(467)
PROJECTED TOTAL PROFIT:	(467)

BUYOUT STATUS:

SUBCONTRACTOR:	.00

OWNER BILLINGS SUMMARY:

TOTAL BILLED TO DATE(GROSS):	0
TOTAL TAXED TO DATE(GROSS):	0
RETENTION HELD:	0
COLLECTED TO DATE:	0
OPEN A/R BALANCE:	0

A/R Aging:

CURRENT	0
31-60	0
61-90	0
Over 90	0
Total	0

	Original Budget	Budget Transfers	Change Orders	Revised Budget	% Budget Complete	Total Commitments	Cost This Period	Cost to Date	Cost to Complete	Revenue/Cost at Completion	Savings or (Loss)	Amount Change	True % Complete
GENERAL CONDITIONS	0	0	0	0	0	0	163	467	0	467	(467)	(163)	100%
SUBTOTAL - CONTRACT COST	0	0	0	0	0	0	163	467	0	467	(467)	(163)	100%
TOTAL VARIANCE:	0	0	0	0						(467)			

R - 4317

ELECTRONICALLY FILED - 2023 May 12 8:08 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

BALFOUR BEATTY
Projected Final Cost Report
For the Period Ending December 31, 2018

Company 50540 BALFOUR BEATTY CONSTR, LLC-RTD
Job Number 13026439 MARION SQ-CCD39 WINE ROOM
Owner 2859853 LIBRARY ASSOCIATES, LLC(BENNET

DATE CONTRACT SIGNED:
CONTRACT TYPE: LUMP SUM
CASUALTY INS RATE:
CS ALLOCATION RATE:
PR BURDEN RATE:
SUBGUARD RATE:
CCIP:

CONTRACT SCHEDULE STATUS:

CONTRACT START DATE:	03/15/2014
CONTRACT FINISH DATE:	
ESTIMATED CONTRACT FINISH	

PERSONNEL DATA:

BUS UNIT LEAD:	3189319	SANDEEN, JEFFREY A
PROJECT MGR:	899688	STARCEVIC, NICHOLAS
PROJECT ACCT:	3919959	ASHE, CANDICE LYNN
PROJECT EXEC:		
PROJ ENG:		

PROJECTED PROFIT:

12/31/2018	(5,126)	.00
11/30/2018	(1,109)	.00
10/26/2018	(325)	.00
09/28/2018	.0	.00
08/31/2018	.0	.00

FINANCIAL SUMMARY:

ORIGINAL CONTRACT AMOUNT:	0
REVENUE BUDGET TRANSFERS	0
CHANGE ORDERS:	0
REVISED CONTRACT AMOUNT:	0

PROFIT:

CURRENT FEE BUDGET:	0
CHANGE ORDER FEE:	0
TOTAL BUDGET PROFIT:	0
PROJECTED SAVINGS/(LOSS):	(5,126)
PROJECTED TOTAL PROFIT:	(5,126)

BUYOUT STATUS:

SUBCONTRACTOR:	.00

OWNER BILLINGS SUMMARY:

TOTAL BILLED TO DATE(GROSS):	0
TOTAL TAXED TO DATE(GROSS):	0
RETENTION HELD:	0
COLLECTED TO DATE:	0
OPEN A/R BALANCE:	0

A/R Aging:

CURRENT	0
31-60	0
61-90	0
Over 90	0
Total	0

	Original Budget	Budget Transfers	Change Orders	Revised Budget	% Budget Complete	Total Commitments	Cost This Period	Cost to Date	Cost to Complete	Revenue/Cost at Completion	Savings or (Loss)	Amount Change	True % Complete
GENERAL CONDITIONS	0	0	0	0	0	0	3,842	4,951	0	4,951	(4,951)	(3,842)	100%
GCS NON-REIMBURSABLE	0	0	0	0	0	0	175	175	0	175	(175)	(175)	100%
SUBTOTAL - CONTRACT COST	0	0	0	0	0	0	4,017	5,126	0	5,126	(5,126)	(4,017)	100%
TOTAL VARIANCE:	0	0	0	0						(5,126)			

BBC Labor CCD 039 Cost to Date - $4,951.00
Costs Previously Billed Thru Pay App 044 - $325.00
Cost to be Billed OCO 21 (Pay App 045) - $4,801.00

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BALFOUR BEATTY
Projected Final Cost Report
For the Period Ending December 31, 2018

Company 50540 BALFOUR BEATTY CONSTR, LLC-RTD
Job Number 13026444 MARION SQ-CCD44 POOL EQUP RM

Owner 2859853 LIBRARY ASSOCIATES, LLC(BENNET

DATE CONTRACT SIGNED:	
CONTRACT TYPE:	LUMP SUM
CASUALTY INS RATE:	
CS ALLOCATION RATE:	
PR BURDEN RATE:	
SUBGUARD RATE:	
CCIP:	

CONTRACT SCHEDULE STATUS:

CONTRACT START DATE:	03/15/2014
CONTRACT FINISH DATE:	
ESTIMATED CONTRACT FINISH	

PERSONNEL DATA:

BUS UNIT LEAD:	3189319	SANDEEN, JEFFREY A
PROJECT MGR:	899688	STARCEVIC, NICHOLAS
PROJECT ACCT:	3919959	ASHE, CANDICE LYNN
PROJECT EXEC:		
PROJ ENG:		

PROJECTED PROFIT:

12/31/2018	(4,728)	.00
11/30/2018	(1,416)	.00
10/26/2018	.0	.00
09/28/2018	.0	.00
08/31/2018	.0	.00

FINANCIAL SUMMARY:

ORIGINAL CONTRACT AMOUNT:	0
REVENUE BUDGET TRANSFERS	0
CHANGE ORDERS:	0
REVISED CONTRACT AMOUNT:	0

PROFIT:

CURRENT FEE BUDGET:	0
CHANGE ORDER FEE:	0
TOTAL BUDGET PROFIT:	0
PROJECTED SAVINGS/(LOSS):	(4,728)
PROJECTED TOTAL PROFIT:	(4,728)

BUYOUT STATUS:

SUBCONTRACTOR:	.00

OWNER BILLINGS SUMMARY:

TOTAL BILLED TO DATE(GROSS):	0
TOTAL TAXED TO DATE(GROSS):	0
RETENTION HELD:	0
COLLECTED TO DATE:	0
OPEN A/R BALANCE:	0

A/R Aging:

CURRENT	0
31-60	0
61-90	0
Over 90	0
Total	0

	Original Budget	Budget Transfers	Change Orders	Revised Budget	% Budget Complete	Total Commitments	Cost This Period	Cost to Date	Cost to Complete	Revenue/Cost at Completion	Savings or (Loss)	Amount Change	True % Complete
GENERAL CONDITIONS	0	0	0	0	0	0	3,313	4,728	0	4,728	(4,728)	(3,313)	100%
SUBTOTAL - CONTRACT COST	0	0	0	0	0	0	3,313	4,728	0	4,728	(4,728)	(3,313)	100%
TOTAL VARIANCE:	0	0	0	0						(4,728)			

BBC Labor CCD 044 Cost to Date - $4,728.00
Costs Previously Billed Thru Pay App 044 - $325.00
Cost to be Billed OCO 21 (Pay App 045) - $4,403.00

ELECTRONICALLY FILED - 2023 May 12 8:08 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

BALFOUR BEATTY
Projected Final Cost Report
For the Period Ending December 31, 2018

Company 50540 BALFOUR BEATTY CONSTR, LLC-RTD
Job Number 13026445 MARION SQUARE- CCD 45 SPA WALL
Owner 2859853 LIBRARY ASSOCIATES, LLC(BENNET

DATE CONTRACT SIGNED:	
CONTRACT TYPE:	LUMP SUM
CASUALTY INS RATE:	
CS ALLOCATION RATE:	
PR BURDEN RATE:	
SUBGUARD RATE:	
CCIP:	

CONTRACT SCHEDULE STATUS:

CONTRACT START DATE:	03/15/2014
CONTRACT FINISH DATE:	
ESTIMATED CONTRACT FINISH	

PERSONNEL DATA:

BUS UNIT LEAD:	3189319	SANDEEN, JEFFREY A
PROJECT MGR:	899688	STARCEVIC, NICHOLAS
PROJECT ACCT:	3919959	ASHE, CANDICE LYNN
PROJECT EXEC:		
PROJ ENG:		

PROJECTED PROFIT:

12/31/2018	(203)	.00
11/30/2018	.0	.00
10/26/2018	.0	.00
09/28/2018	.0	.00
08/31/2018	.0	.00

FINANCIAL SUMMARY:

ORIGINAL CONTRACT AMOUNT:	0
REVENUE BUDGET TRANSFERS	0
CHANGE ORDERS:	0
REVISED CONTRACT AMOUNT:	0

PROFIT:

CURRENT FEE BUDGET:	0
CHANGE ORDER FEE:	0
TOTAL BUDGET PROFIT:	0
PROJECTED SAVINGS/(LOSS):	(203)
PROJECTED TOTAL PROFIT:	(203)

BUYOUT STATUS:

SUBCONTRACTOR:	.00

OWNER BILLINGS SUMMARY:

TOTAL BILLED TO DATE(GROSS):	0
TOTAL TAXED TO DATE(GROSS):	0
RETENTION HELD:	0
COLLECTED TO DATE:	0
OPEN A/R BALANCE:	0

A/R Aging:

CURRENT	0
31-60	0
61-90	0
Over 90	0
Total	0

	Original Budget	Budget Transfers	Change Orders	Revised Budget	% Budget Complete	Total Commitments	Cost This Period	Cost to Date	Cost to Complete	Revenue/Cost at Completion	Savings or (Loss)	Amount Change	True % Complete
GENERAL CONDITIONS	0	0	0	0	0	0	203	203	0	203	(203)	(203)	100%
SUBTOTAL - CONTRACT COST	0	0	0	0	0	0	203	203	0	203	(203)	(203)	100%
TOTAL VARIANCE:	0	0	0	0						(203)			

BBC Labor CCD 045 Cost to Date - $203.00
Costs Previously Billed Thru Pay App 044 - $0.00
Cost to be Billed OCO 21 (Pay App 045) - $203.00

R - 4320

ELECTRONICALLY FILED - 2023 May 12 8:08 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Company 50540 BALFOUR BEATTY CONSTR, LLC-RTD
Job Number 13026446 MARION SQUARE- CCD 46 DOL REQU

Owner 2859853 LIBRARY ASSOCIATES, LLC(BENNET

DATE CONTRACT SIGNED:	
CONTRACT TYPE:	LUMP SUM
CASUALTY INS RATE:	
CS ALLOCATION RATE:	
PR BURDEN RATE:	
SUBGUARD RATE:	
CCIP:	

CONTRACT SCHEDULE STATUS:

CONTRACT START DATE:	03/15/2014
CONTRACT FINISH DATE:	
ESTIMATED CONTRACT FINISH	

PERSONNEL DATA:

BUS UNIT LEAD:	3189319	SANDEEN, JEFFREY A
PROJECT MGR:	899688	STARCEVIC, NICHOLAS
PROJECT ACCT:	3919959	ASHE, CANDICE LYNN
PROJECT EXEC:		
PROJ ENG:		

PROJECTED PROFIT:

12/31/2018	(732)	.00
11/30/2018	.0	.00
10/26/2018	.0	.00
09/28/2018	.0	.00
08/31/2018	.0	.00

FINANCIAL SUMMARY:

ORIGINAL CONTRACT AMOUNT:	0
REVENUE BUDGET TRANSFERS	0
CHANGE ORDERS:	0
REVISED CONTRACT AMOUNT:	0

PROFIT:

CURRENT FEE BUDGET:	0
CHANGE ORDER FEE:	0
TOTAL BUDGET PROFIT:	0
PROJECTED SAVINGS/(LOSS):	(732)
PROJECTED TOTAL PROFIT:	(732)

BUYOUT STATUS:

SUBCONTRACTOR:	.00

OWNER BILLINGS SUMMARY:

TOTAL BILLED TO DATE(GROSS):	0
TOTAL TAXED TO DATE(GROSS):	0
RETENTION HELD:	0
COLLECTED TO DATE:	0
OPEN A/R BALANCE:	0

A/R Aging:

CURRENT	0
31-60	0
61-90	0
Over 90	0
Total	0

	Original Budget	Budget Transfers	Change Orders	Revised Budget	% Budget Complete	Total Commitments	Cost This Period	Cost to Date	Cost to Complete	Revenue/Cost at Completion	Savings or (Loss)	Amount Change	True % Complete
GENERAL CONDITIONS	0	0	0	0	0	0	732	732	0	732	(732)	(732)	100%
SUBTOTAL - CONTRACT COST	0	0	0	0	0	0	732	732	0	732	(732)	(732)	100%
TOTAL VARIANCE:	0	0	0	0						(732)			

BBC Labor CCD 046 Cost to Date - $732.00
Costs Previously Billed Thru Pay App 044 - $0 00
Cost to be Billed OCO 21 (Pay App 045) - $732.00

R - 4321

ELECTRONICALLY FILED - 2023 May 12 8:08 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

ELECTRONICALLY FILED - 2023 May 12 8:08 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

ELECTRONICALLY FILED - 2023 May 12 8:08 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Owner Change Order

Owner	X
Architect	X
Contractor	X
Field	
Other	

Project:
Hotel at Marion Square

Change Order Number: 022

Change Order Date: 1/9/2019

To Contractor: (*Name and address*):
Balfour Beatty Construction
306 Meeting Street, Ste. 300
Charleston, SC 29401

Architect's Project No: Owner Agreement
Contract Date:

The Contract is changed as follows:

*141R1 - Bar 148 Casework Revisions	$2,566.26
*212R1 - Robert Thomas Decorative Brackets	$21,253.00
*246R1 - SI 67 Elevator Cab Finishes	$2,185.72
252 - SCEG Light Poles	$20,909.43
256 - 2nd Floor Added Soffit	$1,386.48
257 - Triangle Panel Molding	$1,479.76
*259 - Hudson Street Strom Drain Repair	$22,162.48
263R1 - Mirrored Bar Door Paint and Prep	$8,338.41
265 - Ballroom Light Trim Rings	$1,080.14
Subtotal	$76,786.14
Markups	$4,575.54
Owner Change Order 022 Total	$81,361.68

*These RCOs were marked up by the owner for values less than submitted. We dispute these amounts and expressly reserve our right to claim the disputed amount. Only the undisputed amounts are included in this OCO.

The original Contract Sum was	$59,344,747.00
Net change by previously authorized Change Orders	$5,812,358.31
The Contract Sum prior to this Change Order was	$65,157,105.31
The Contract Sum will be increased by this Change Order in the amount of	$81,361.68
The new Contract Sum including this Change Order will be	$65,238,466.99
The Contract Time will be increased / decreased	TBD

The date of Substantial Completion as of the date of this Change Order therefore is TBD

NOTE: This Change Order addresses those requests for costs and/or time associated with the Construction Change Directive and Request for Change (RCO) referenced above which are undisputed: however, this change order does not resolve related requests for costs and/or time which remain in dispute, and those requests are strictly reserved.
NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

ARCHITECT *(Firm name)*	CONTRACTOR *(Firm name)*	OWNER *(Firm name)*
Winford Lindsay Architect	**Balfour Beatty Construction**	**Library Associates, LLC**
344 West Pike Street	1930 Camden Road Suite 280	17 Lockwood Drive
Lawrenceville, GA 30046	Charlotte, NC 28203	Charleston, SC 29401
ADDRESS	ADDRESS	ADDRESS
BY *(Signature)*	BY *(Signature)*	BY *(Signature)*
(Typed name) Jennifer Faulkinberry	*(Typed name)* Nick Starcevic	*(Typed name)* Kim Brown
DATE _____	DATE 1/21/19	DATE _____

Balfour Beatty
Construction

October 19, 2018

Ms. Kim Brown
Library Associates, LLC
17 Lockwood Drive
Charleston, SC 29401

Project: Hotel at Marion Square

Re: Request for Change Order # 212R1
Use Robert Thomas for Decorative Brackets_Revised

Dear Ms. Brown:

We are submitting, herewith, our Request for Change Order # 212R1 in the amount of ~~Twenty-nine thousand eight hundred eighty-one~~ ($21,253.00 provide additional work in accordance with the following qualifications:

- ~~Use owner's preferred bracket vendor at L6 Canopies~~. Includes 50 additional brackets and 1 mock up bracket already fabricated as directed by Jim Clements. As Approved by City of Charleston BAR
- Acceptance of this change order means acceptance of the subcontractor's terms including but not limited to 60% initial down payments to release fabrication. 30% due upon substantial completion and final 10% due upon installation.
- No retention held.
- Credit included for installation of the eyebrow brackets. Per Ruling of HLA ~~No credit given for material because they are fabricated and will be turned over to at substantial completion. Brackets were fabricated and released per approved shop drawings "Reviewed 05-700-01 Ornamental Iron Work Shop Drawings.pdf"~~
- BBC support during installation included.

This Change Order Request addresses those requests for costs and/or time associated with the Construction Change Directive and Change Order Request(s) referenced above which are undisputed; however, this Change Order does not resolve related requests for costs and/or time which remain in dispute, and those requests are expressly reserved. This proposal covers only the changes to the specific work as set fourth in the attached proposal breakout. Changes in the work and associated price adjustments other than those noted in our proposal are not included. Pricing included in this proposal is valid for fourteen (14) days.

Please contact me with any questions regarding this request for Change Order.

Sincerely,

Nick Starcevic
Project Manager

cc:
Jennifer Faulkinberry
Jim Clements
Marty Wall

ELECTRONICALLY FILED - 2023 May 12 8:08 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Balfour Beatty
Construction

David Simonton
Tim Spano
Shanti Pieniak

RCO # 212R1 – File
Reviewed 05 700-01 Ornamental Iron Work Shop Drawings.pdf
Estimate_1130_from_Robert_Thomas_Iron_Design (1).pdf

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Balfour Beatty
Construction

Hotel at Marion Square

Request for Change Order # 212R1-- Use Robert Thomas for Decorative Brackets_Revised

The additional work for the **Use Robert Thomas for Decorative** Brackets_Revised by Balfour Beatty Construction is hereby approved:

#	Budget Code	Description	Total
1	400.50523000.40	Use Robert Thomas for	$27,050.00
2	~~400.50523000.40~~	Per WLA credit $4K material and $3K labor	-$7,000
3		~~BBC Supervision~~	~~$2,640.00~~

Total Items	~~$28,190.00~~	$20,050.00
Total Markups	~~$1,691.41~~	$ 1,203.00
RCO Total	$21,253.00	

Please indicate your acceptance and approval of this additional work in the space provided below.

Authorization Granted by: Kim Brown, Library Associates, LLC Date: 11-1-2017

RCO# 212R1

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Balfour Beatty
Construction

July 26, 2018

Ms. Kim Brown
Library Associates, LLC
17 Lockwood Drive
Charleston, SC 29401

Project: Hotel at Marion Square

Re: Request for Change Order # 141R2
Supplemental Instruction 046 Bar 148 Casework Revision

Dear Ms. Brown:

We are submitting, herewith, our Request for Change Order # 141R2 in the amount of Two thousand five hundred sixty-six ($2,566.26) to provide additional work in accordance with the following qualifications:

Add paint grade sculpted front panels at Lobby Bar 148. CNC carved panels as shown on detail 5 and 6 of sheet ID993.6 and elevation B on sheet ID-993.5.

Revision 02 – Provide material credit for prefinished Mozambique veneer panels at the bar face.

This proposal covers only the changes to the specific work as set fourth in the attached proposal breakout. Changes in the work and associated price adjustments other than those noted in our proposal are not included. Pricing included in this proposal is valid for thirty (30) days.

Please contact me with any questions regarding this request for Change Order.

Sincerely,

*This is the correct value that includes the credit.

Alec Dooley
Assistant Project Manager

cc:
Jim Clements
Jennifer Faulkinberry
Melissa Pense
Marty Wall
Woody Faust
Nick Starcevic
David Simonton

RCO # 141R2 - File

ELECTRONICALLY FILED - 2023 May 12 8:08 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Balfour Beatty
Construction

Hotel at Marion Square

Request for Change Order # 141R2– Supplemental Instruction 046 Bar 148 Casework Revision

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The additional work for the **Supplemental Instruction 046 Bar 148 Casework Revision** by Balfour Beatty Construction is hereby approved:

#	Budget Code	Description	Total
1	400.50640000.40	Supplemental Instruction 046 Millwork Revision	$2,915.00
2	400.50640000.40	Supplemental Instruction 046 Millwork Revision	($494.00)

Total Items	$2,421.00
Total Markups	$145.26
RCO Total	$2,566.26

The total Cost to perform the work as described above is an ADD of Two thousand five hundred sixty-six ($2,566.26).

Please indicate your acceptance and approval of this additional work in the space provided below.

Authorization Granted by: _____ Date: _____
Kim Brown, Library Associates, LLC

RCO# 141R2

ELECTRONICALLY FILED - 2023 May 12 8:08 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Balfour Beatty
Construction

September 13, 2017

Ms. Kim Brown
Library Associates, LLC
17 Lockwood Drive
Charleston, SC 29401

Project: Hotel at Marion Square

Re: Request for Change Order # 141R1
Supplemental Instruction 046 Bar 148 Casework Revision

Dear Ms. Brown: 2,338.36

We are submitting, herewith, our Request for Change Order # 141R1 in the amount of ~~Two thousand nine hundred fifteen ($2,915.00)~~ to provide additional work in accordance with the following qualifications:

> Add paint grade sculpted front panels at Lobby Bar 148. CNC carved panels as shown on detail 5 and 6 of sheet ID 993.6 and elevation B on sheet ID 993.5.

This proposal covers only the changes to the specific work as set fourth in the attached proposal breakout. Changes in the work and associated price adjustments other than those noted in our proposal are not included. Pricing included in this proposal is valid for thirty (30) days.

Please contact me with any questions regarding this request for Change Order.

Sincerely,

Alec Dooley
Assistant Project Manager

cc:
Melissa Pense
Marty Wall
Jim Clements
Jennifer Faulkinberry
Woody Faust
Nick Starcevic
Tim Spano
David Stanton

RCO # 141R1 - File

ELECTRONICALLY FILED - 2023 May 12 8:08 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Balfour Beatty
Construction

Hotel at Marion Square

Request for Change Order # 141R1– Supplemental Instruction 046 Bar 148 Casework Revision

The additional work for the **Supplemental Instruction 046 Bar 148 Casework Revision** by Balfour Beatty Construction is hereby approved:

#	Budget Code	Description	Total
1	400.50640000.40	Supplemental Instruction 046 Millwork Revision	$2,781.00

Total Items ~~$2,781.00~~ 2700
Total Markups ~~$134.00~~ <494>
RCO Total ~~$2,915.00~~ 2,206
132.36
+ 2,338.36

The total Cost to perform the work as described above is an ADD of Two thousand nine ~~hundred fifteen~~ ($2,915.00).

Please indicate your acceptance and approval of this additional work in the space provided below.

Authorization Granted by: K. B. Date: 9.6.2018
Kim Brown, Library Associates, LLC

RCO# 141R1

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ELECTRONICALLY FILED - 2023 May 12 8:08 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Bar 148
- Added paint grade sculpted front panels
- Labor to re-design bar per new details

RAW MATERIAL & MANUFACTURING = $1,862.00

INSTALL LABOR = $486.00

15% MARK-UP = $352.00

KKB 9/6/2017

Balfour Beatty
Construction

January 11, 2018

Ms. Kim Brown
Library Associates, LLC
17 Lockwood Drive
Charleston, SC 29401

Project: Hotel at Marion Square

Re: Request for Change Order # 212
Use Robert Thomas for Decorative Brackets

Dear Ms. Brown:

We are submitting, herewith, our Request for Change Order # 212 in the total Cost to perform the work as described above is an ADD of Sixteen thousand eight hundred fifty-four ($16,854.00)

~~Use owner's preferred vendor brackets at L6 Canopies. Acceptance of this change releases BBC of any performance and~~ coordination issues, delays, punch, specifications adherence for the L6 canopy brackets. This ~~change order is strictly~~ per an owner request to use Robert Thomas and does ~~not match the contract~~ documents nor is it a contractor we have a relationship ~~with. Any additional~~ costs from Robert Thomas are not included, only what is strictly included in his proposal. ~~Credit for installation only of the eyebrow brackets in included.~~

~~This Change Order Request addresses those requests for costs and/or time associated with the Construction~~ Change Directive and Change Order Request(s) referenced above which are undisputed; however, ~~this Change~~ Order does not resolve related requests for costs and/or time which ~~remain in dispute~~, and those requests are expressly reserved. This proposal ~~covers only the~~ changes to the specific work as set fourth in the attached proposal ~~breakout.~~ Changes in the work and associated price adjustments other than those noted in our proposal ~~are not included. Pricing included in this proposal is valid for thirty (30) days.~~

Please contact me with any questions regarding this request for Change Order.

Sincerely,

Nick Starcevic
Project Manager

cc:
Jennifer Faulkinberry
Marty Wall
Jim Clements
David Stanton
David Simonton
Tim Spano
Alec Dooley
RCO # 212 - File

ELECTRONICALLY FILED - 2023 May 12 8:08 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Balfour Beatty
Construction

October 19, 2018

Ms. Kim Brown
Library Associates, LLC
17 Lockwood Drive
Charleston, SC 29401

Project: Hotel at Marion Square

Re: Request for Change Order # 212R1
Use Robert Thomas for Decorative Brackets_Revised

Dear Ms. Brown:

We are submitting, herewith, our Request for Change Order # 212R1 in the amount of ~~Twenty-nine thousand eight hundred eighty-one~~ ($21,253.00 provide additional work in accordance with the following qualifications:

- ~~Use owner's preferred bracket vendor at L6 Canopies~~. Includes 50 additional brackets and 1 mock up bracket already fabricated as directed by Jim Clements. As Approved by City of Charleston BAR.
- Acceptance of this change order means acceptance of the subcontractor's terms including but not limited to 60% initial down payments to release fabrication. 30% due upon substantial completion and final 10% due upon installation.
- No retention held.
- Credit included for installation of the eyebrow brackets. Per Ruling of LLA ~~No credit given for material because they are fabricated and will be turned over to at substantial completion. Brackets were fabricated and released per approved shop drawings "Reviewed-05-700-01-Ornamental Iron-Work-Shop Drawings.pdf"~~
- BBC support during installation included.

This Change Order Request addresses those requests for costs and/or time associated with the Construction Change Directive and Change Order Request(s) referenced above which are undisputed; however, this Change Order does not resolve related requests for costs and/or time which remain in dispute, and those requests are expressly reserved. This proposal covers only the changes to the specific work as set fourth in the attached proposal breakout. Changes in the work and associated price adjustments other than those noted in our proposal are not included. Pricing included in this proposal is valid for fourteen (14) days.

Please contact me with any questions regarding this request for Change Order.

Sincerely,

Nick Starcevic
Project Manager

cc:
Jennifer Faulkinberry
Jim Clements
Marty Wall

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Balfour Beatty
Construction

Hotel at Marion Square

Request for Change Order # 212R1– Use Robert Thomas for Decorative Brackets_Revised

The additional work for the **Use Robert Thomas for Decorative Brackets**_Revised by Balfour Beatty Construction is hereby approved:

#	Budget Code	Description	Total
1	400.50523000.40	Use Robert Thomas for	$27,050.00
2	~~400.50523000.40~~	Per WLA credit $4K material and $3K labor	-$7,000
3		~~BBC Supervision~~	~~$2,640.00~~

Total Items	~~$28,190.00~~	$20,050.00
Total Markups	~~$1,691.41~~	$ 1,203.00
RCO Total	$21,253.00	

Please indicate your acceptance and approval of this additional work in the space provided below.

Authorization Granted by: _____ Date: 11/1/2019
Kim Brown, Library Associates, LLC

RCO# 212R1

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ELECTRONICALLY FILED - 2023 May 12 8:08 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Balfour Beatty
Construction

* disputed final amount

September 4, 2018

Ms. Kim Brown
Library Associates, LLC
17 Lockwood Drive
Charleston, SC 29401

Project: Hotel at Marion Square

Re: Request for Change Order # 246R1
SI 67 Elevator Cab Finishes

Dear Ms. Brown:

KB Two thousand one hundred

We are submitting, herewith, our Request for Change Order # 246R1 in the amount of ~~Thirty-one thousand one-hundred fifty-seven ($31,157.12~~) to provide additional work in accordance with the following qualifications:

KB #2,185.72 KB

Balfour Beatty to provide elevator cab finishes as shown on sheet ID-903.2 issued in Supplemental Instructions 067.

- SI 67 – Millwork Revisions - **$1,558.00**
  - Add ¾"x4" crown backer board (D/903.2)
  - Add ¾"x2-7/8" ceiling casing (9/993.1)
  - All trim to be prefinished pecky cypress.
- SI 67 – Electrical Revisions - ~~**$27,331.00**~~ KB
  - Furnish and install 32 D1 Luna 1 down lights (8 at each elevator cab) per Supplemental Instruction 067.
  - Furnish and install tape lighting above prefinished crown at each elevator cab per Supplemental Instruction 067
- SI 67 – Revised Handrail Finish - **$1,995.00**
  - Credit Gold/Bronze Satin handrail. *($6,510.00)*
  - Add Oxidized Bronze handrail to match Gunderlin sample. *$8,505.00*
- MOD 1 – Elevator Cab Millwork Reduction – **($1,491.00)**
  - Reduced and revised panel layout.
  - Delete wood chair rail.

Qualifications: This cost keeps the elevator cab tile to be in a grid pattern and *not* diagonally cut as shown on SI 67. ~~This change order does not address special finishes in the elevator cab.~~ This cost assumes that voltage coordination for the additional lighting fixtures has been performed by the Engineer of record.

KB

~~This Change Order Request addresses those requests for costs and/or time associated with the Construction~~ Change Directive and Change Order Request(s) referenced above ~~which are undisputed~~; however, this Change Order does not resolve related requests for costs ~~and/or~~ time which remain in dispute, and those requests are expressly reserved. This proposal ~~covers~~ only the changes to the specific work as set fourth in the attached proposal breakout. Changes in the work and associated price adjustments other than those noted in our proposal ~~are not included. Pricing included in this proposal is valid for thirty (30) days.~~

KB

Balfour Beatty
Construction

Please contact me with any questions regarding this request for Change Order.

Sincerely,

Alec Dooley
Assistant Project Manager

cc:
Melissa Pense
Marty Wall
Jennifer Faulkinberry
Jim Clements
Woody Faust
David Simonton
Nick Starcevic

RCO # 246R1 - File

ELECTRONICALLY FILED - 2023 May 12 8:08 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Balfour Beatty
Construction

Hotel at Marion Square

Request for Change Order # 246R1– SI 67 Elevator Cab Finishes

The additional work for the **SI 67 Elevator Cab Finishes** by Balfour Beatty Construction is hereby approved:

#	Budget Code	Description	Total
1	400.50640000.40	SI 67 Added Elevator Trim	$1,558.00
2	400.51600000.40	SI 67 - Electrical Revisions	~~$27,331.51~~ KB
3	400.51420000.40	SI 67 Elevator Handrail Revision	$1,995.00
4	400.50640000.40	LCCM MOD 1 Elevator Cab Finishes	($1,491.00)

Total Items	~~$29,393.51~~	2,062.00
Total Markups	$1,763.61	123.72
RCO Total	$31,157.12	KB $2,185.72

The total Cost to perform the work as described above is an ADD of Thirty-one thousand one hundred fifty-seven ($31,157.12).

Please indicate your acceptance and approval of this additional work in the space provided below.

Authorization Granted by: _____ Date: _____
Kim Brown, Library Associates, LLC

RCO# 246R1

ELECTRONICALLY FILED - 2023 May 12 8:08 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

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Balfour Beatty
Construction

August 14, 2018

Ms. Kim Brown
Library Associates, LLC
17 Lockwood Drive
Charleston, SC 29401

Project: Hotel at Marion Square

Re: Request for Change Order # 252
Revised SCEG Site Lighting

Dear Ms. Brown:

We are submitting, herewith, our Request for Change Order # 252 in the amount of Twenty thousand nine hundred nine ($20,909.43) to provide additional work in accordance with the following qualifications:

Contractor to provide added and revised street lighting per the SCEG plan plotted 2/1/18. This cost is specifically inclusive of the following:

- 2" conduit with pull string to handhole boxes.
- Installation of (8) new light pole bases located per SCEG plans with grounding and grounding rods only. (Pole light, anchor bolts, and anchor bolt template is supplied by SCEG.)
- Installation of (8) new pole light in-ground hand holes. (Box provided by SCEG)
- Conduit with pull string from added hand holes to the pole lights.
- Trenching for added light bases and hand holes.

This cost specifically excludes pole light wiring (by SCEG), inground handhole at King and Hutson street, and tie in to power company conduit for street lighting feed. Delivery and mounting of the street lights is to be by others.

This Change Order Request addresses those requests for costs and/or time associated with the Construction Change Directive and Change Order Request(s) referenced above which are undisputed; however, this Change Order does not resolve related requests for costs and/or time which remain in dispute, and those requests are expressly reserved. This proposal covers only the changes to the specific work as set fourth in the attached proposal breakout. Changes in the work and associated price adjustments other than those noted in our proposal are not included. Pricing included in this proposal is valid for thirty (30) days.

Balfour Beatty
Construction

Please contact me with any questions regarding this request for Change Order.

Sincerely,

Alec Dooley
Assistant Project Manager

cc:
Marty Wall
Melissa Pense
Jim Clements
Jennifer Faulkinberry
Nick Starcevic
David Simonton

RCO # 252 - File

ELECTRONICALLY FILED - 2023 May 12 8:08 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Balfour Beatty
Construction

Hotel at Marion Square

Request for Change Order # 252– Revised SCEG Site Lighting

The additional work for the **Revised SCEG Site Lighting** by Balfour Beatty Construction is hereby approved:

#	Budget Code	Description	Total
1	400.51600000.40	Revised SCEG Site Lighting	$19,725.88

Total Items	$19,725.88
Total Markups	$1,183.55
RCO Total	$20,909.43

The total Cost to perform the work as described above is an ADD of Twenty thousand nine hundred nine ($20,909.43).

Please indicate your acceptance and approval of this additional work in the space provided below.

Authorization Granted by: _____ Date: 11/16/2018
Kim Brown, Library Associates, LLC

RCO# 252

ELECTRONICALLY FILED - 2023 May 12 8:08 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Balfour Beatty
Construction

August 21, 2018

Ms. Kim Brown
Library Associates, LLC
17 Lockwood Drive
Charleston, SC 29401

Project: Hotel at Marion Square

Re: Request for Change Order # 256
2nd Floor Added Soffits

Dear Ms. Brown:

We are submitting, herewith, our Request for Change Order # 256 in the amount of One thousand three hundred eighty-six ($1,386.48) to provide additional work in accordance with the following qualifications:

Change order for added soffit headers on the second floor inclusive of the following:

- Add soffit above second floor walk in coolers for ceiling grid attachment. This allows the grid to level along the UDS/Kitchen Hood and die into the surrounding walls.
  - Add Soffit - $1,258.00
  - Credit Ceiling Grid Over Walk-In Coolers – ($413.00)
- Add soffit at the second floor Wondoor header to level out with concrete columns as directed the by the design team.
  - Frame, Hang, Tape, Finish Soffit - $463.00

This Change Order Request addresses those requests for costs and/or time associated with the Construction Change Directive and Change Order Request(s) referenced above which are undisputed; however, this Change Order does not resolve related requests for costs and/or time which remain in dispute, and those requests are expressly reserved. This proposal covers only the changes to the specific work as set forth in the attached proposal breakout. Changes in the work and associated price adjustments other than those noted in our proposal are not included. Pricing included in this proposal is valid for thirty (30) days.

Please contact me with any questions regarding this request for Change Order.

Sincerely,

Alec Dooley
Assistant Project Manager

cc:
Jennifer Faulkinberry
Jim Clements
Marty Wall
Melissa Pense
Nick Starcevic
David Simonton

RCO # 256 - File

ELECTRONICALLY FILED - 2023 May 12 8:08 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Balfour Beatty
Construction

Hotel at Marion Square

Request for Change Order # 256– 2nd Floor Added Soffits

The additional work for the **2nd Floor Added Soffits** by Balfour Beatty Construction is hereby approved:

#	Budget Code	Description	Total
1	400.50925200.40	Add Soffit at Second Floor Elevator Lobby Wondoor Header	$463.00
2	400.50925200.40	Add Soffit at Second Floor Walk in Coolers	$845.00

Total Items	$1,308.00
Total Markups	$78.48
RCO Total	$1,386.48

The total Cost to perform the work as described above is an ADD of One thousand three hundred eighty-six ($1,386.48).

Please indicate your acceptance and approval of this additional work in the space provided below.

Authorization Granted by: _____ Date: 11/14/2018
Kim Brown, Library Associates, LLC

RCO# 256

ELECTRONICALLY FILED - 2023 May 12 8:08 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Balfour Beatty
Construction

August 21, 2018

Ms. Kim Brown
Library Associates, LLC
17 Lockwood Drive
Charleston, SC 29401

Project: Hotel at Marion Square

Re: Request for Change Order # 257
Add Triangle Panel Molding at Foyer Stair

Dear Ms. Brown:

We are submitting, herewith, our Request for Change Order # 257 in the amount of One thousand four hundred seventy-nine ($1,479.76) to provide additional work in accordance with the following qualifications:

Add triangle panels behind the stair railing adjacent to the interior Arriscraft columns as directed by DCI. Added panel molding installed at both Stair 01 and 02.

This Change Order Request addresses those requests for costs and/or time associated with the Construction Change Directive and Change Order Request(s) referenced above which are undisputed; however, this Change Order does not resolve related requests for costs and/or time which remain in dispute, and those requests are expressly reserved. This proposal covers only the changes to the specific work as set fourth in the attached proposal breakout. Changes in the work and associated price adjustments other than those noted in our proposal are not included. Pricing included in this proposal is valid for thirty (30) days.

Please contact me with any questions regarding this request for Change Order.

Sincerely,

Alec Dooley
Assistant Project Manager

cc:
Marty Wall
Melissa Pense
Jennifer Faulkinberry
Jim Clements
David Simonton
Nick Starcevic

RCO # 257 - File

MSH – RCO #257

ELECTRONICALLY FILED - 2023 May 12 8:08 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Balfour Beatty
Construction

Hotel at Marion Square

Request for Change Order # 257– Add Triangle Panel Molding at Foyer Stair

The additional work for the **Add Triangle Panel Molding at Foyer Stair** by Balfour Beatty Construction is hereby approved:

#	Budget Code	Description	Total
1	400.50640000.40	Add Triangle Panel Molding at Foyer Stair	$1,396.00

Total Items	$1,396.00
Total Markups	$83.76
RCO Total	$1,479.76

The total Cost to perform the work as described above is an ADD of One thousand four hundred seventy-nine ($1,479.76).

Please indicate your acceptance and approval of this additional work in the space provided below.

Authorization Granted by: _____ Date: 11/19/2017
Kim Brown, Library Associates, LLC

RCO# 257

ELECTRONICALLY FILED - 2023 May 12 8:08 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Balfour Beatty
Construction

August 30, 2018

Ms. Kim Brown
Library Associates, LLC
17 Lockwood Drive
Charleston, SC 29401

Project: Hotel at Marion Square

Re: Request for Change Order # 259
Hudson Street Storm Repair

$20,477.28

Dear Ms. Brown:

We are submitting, herewith, our Request for Change Order # 259 in the amount of ~~Thirty-three thousand three hundred ninety-eight ($33,398.68)~~ to provide additional work in accordance with the following qualifications:

Hydro Vac and construct new storm box. Detail cost breakdown from Gulf Stream below.

1. Labor and Equipment [$12,000] - Our crews are worth $5,000/day on any jobsite they are able to work productively on. We plan on this work taking 4 days of their time and have only charged you $3,000/day as hopefully we will be able to keep a few guys from the crew busy at another project or elsewhere on your project.
2. Hydro-Ex Sub [$2875] - Sub cost $275/hour, 4 hour minimum, and $425/load to dispose. I estimate 6 hours and 2 loads to be disposed, +15% GSCC Markup. If we don't excavate in the correct location the first time, there could be more cost here that we will end up eating.
3. Materials [$3,700] -
a. 5CY mix for bottom slab, $750.
b. 57 Stone for foundation, $200.
c. 5CY Flow Fill, $750.
d. Precast top slab, ring and cover, $1,200.
e. Misc. Masonry Supplies (Sand, mortar, block, mixer rental), $800
f. Small tools, chop saw blades, trowels, ect
Total rough cost above of $18,575.00 should cover GS if everything goes as planned. This is what is carried in our proposal ($18,808).
Per Ted Barker, the city requires the road to be milled and overlaid, with the milled area to extend from curb-line to curb-line, 2' beyond the cut.
**No cost for asphalt patching is included. GS will not be charging for this.*

~~This Change Order Request addresses those requests for costs and/or time associated with the Construction Change Directive~~ and Change Order Request(s) referenced above which are undisputed; however, this Change Order does not resolve ~~related requests for costs~~ and/or time which remain in dispute, and those requests are expressly reserved. This proposal covers only the changes to ~~the specific work~~ as set fourth in the attached proposal breakout. Changes in the work and associated price adjustments other than those noted in our ~~proposal are not included. Pricing included in this proposal is valid for thirty (30) days.~~

Please contact me with any questions regarding this request for Change Order.

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Balfour Beatty
Construction

Sincerely,

Nick Starcevic
Project Manager

cc:
Jennifer Faulkinberry
Jim Clements
Jenny Palmer
David Simonton
Tim Spano

RCO # 259 - File

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Balfour Beatty
Construction

Hotel at Marion Square

Request for Change Order # 259– Hudson Street Storm Repair

The additional work for the **Hudson Street Storm Repair** by Balfour Beatty Construction is hereby approved:

#	Budget Code	Description	Total
1	400.50200000.40	Hudson Street Storm Repair	$29,408.19 ($12,190)
2		Protection, Clean Up, and Gate Guards	$2,100.00

Total Items ~~$31,508.19~~

Total Markups ~~$1,890.49~~

RCO Total ~~$33,398.68~~

$19,318.19
+1,159.09
Total $20,477.28

The total Cost to perform the work as described above is an ADD of Thirty-three thousand three hundred ninety-eight ($33,398.68).

Please indicate your acceptance and approval of this additional work in the space provided below.

Authorization Granted by: Kim Brown Library Associates, LLC Date: 9.6.2018

RCO# 259

Overlay cost rejected by EOR. BBC error in scheduling the work

Credit overlay: $10,600 x 1.15= $12,190

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Balfour Beatty
Construction

October 15, 2018

Ms. Kim Brown
Library Associates, LLC
17 Lockwood Drive
Charleston, SC 29401

Project: Hotel at Marion Square

Re: Request for Change Order # 263R1
Mirrored Barn Door Paint and Prep

Dear Ms. Brown:

We are submitting, herewith, our Request for Change Order # 263R1 in the amount of Eight thousand three hundred thirty-eight ($8,338.41) to provide additional work in accordance with the following qualifications:

Request for Change Order for additional masking and protection of Barn Doors due to change from MOD 6 Barn Doors to final selection determined in Request for Change Order 170. Barn Doors issued in MOD 6 were louvered doors where the final selection was a solid door with mirrors cladded on both sides.

This Change Order Request addresses those requests for costs and/or time associated with the Construction Change Directive and Change Order Request(s) referenced above which are undisputed; however, this Change Order does not resolve related requests for costs and/or time which remain in dispute, and those requests are expressly reserved. This proposal covers only the changes to the specific work as set fourth in the attached proposal breakout. Changes in the work and associated price adjustments other than those noted in our proposal are not included. Pricing included in this proposal is valid for thirty (30) days.

Please contact me with any questions regarding this request for Change Order.

Sincerely,

Nick Starcevic
Project Manager

cc:
Melissa Pense
Marty Wall
Jim Clements
Jennifer Faulkinberry
Woody Faust
Tim Spano
Shanti Pieniak
David Simonton

RCO # 263R1 - File

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Balfour Beatty
Construction

Hotel at Marion Square

Request for Change Order # 263R1– Mirrored Barn Door Paint and Prep

The additional work for the **Mirrored Barn Door Paint and Prep** by Balfour Beatty Construction is hereby approved:

#	Budget Code	Description	Total
1	400.50991000.40	Mirrored Barn Door Paint and Prep	$7,896.26

Total Items	$7,896.26
Total Markups	$442.15
RCO Total	$8,338.41

The total Cost to perform the work as described above is an ADD of Eight thousand three hundred thirty-eight ($8,338.41).

Please indicate your acceptance and approval of this additional work in the space provided below.

Authorization Granted by: _____ Date: 11/19/2018
Kim Brown/Library Associates, LLC

RCO# 263R1

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Balfour Beatty
Construction

September 4, 2018

Ms. Kim Brown
Library Associates, LLC
17 Lockwood Drive
Charleston, SC 29401

Project: Hotel at Marion Square

Re: Request for Change Order # 265
Ballroom One Can Light Trim Rings

Dear Ms. Brown:

We are submitting, herewith, our Request for Change Order # 265 in the amount of One thousand eighty ($1,080.14) to provide additional work in accordance with the following qualifications:

Request for change order to provide millwork trim rings around the can lights in the Ballroom One vaulted ceiling. This change order does not include any costs to paint the added millwork.

This Change Order Request addresses those requests for costs and/or time associated with the Construction Change Directive and Change Order Request(s) referenced above which are undisputed; however, this Change Order does not resolve related requests for costs and/or time which remain in dispute, and those requests are expressly reserved. This proposal covers only the changes to the specific work as set fourth in the attached proposal breakout. Changes in the work and associated price adjustments other than those noted in our proposal are not included. Pricing included in this proposal is valid for thirty (30) days.

Please contact me with any questions regarding this request for Change Order.

Sincerely,

Alec Dooley
Assistant Project Manager

cc:
Melissa Pense
Marty Wall
Jennifer Faulkinberry
Jim Clements
Woody Faust
Nick Starcevic
David Simonton

RCO # 265 - File

MSH – RCO 265

Balfour Beatty
Construction

Hotel at Marion Square

Request for Change Order # 265– Ballroom Can Light Trim Rings

The additional work for the **Ballroom Can Light Trim Rings** by Balfour Beatty Construction is hereby approved:

#	Budget Code	Description	Total
1	400.50640000.40	Ballroom Trim Rings	$1,019.00

Total Items	$1,019.00
Total Markups	$61.14
RCO Total	$1,080.14

The total Cost to perform the work as described above is an ADD of One thousand eighty ($1,080.14).

Please indicate your acceptance and approval of this additional work in the space provided below.

Authorization Granted by: _____ Date: 11/19/2018
Kim Brown, Library Associates, LLC

RCO# 265

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Plaintiff Balfour Beatty's Trial Exhibit # 231

(Balfour Tab 223)

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Schedule Delay Analysis

In the Matter of:

The Hotel at Marion Square
Charleston, SC

CONTRACT SOLUTIONS

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Hotel Bennett Schedule Delay Analysis

Mark Doran Qualifications

- Education
- Construction Experience – During College, After College (Turner Const)
- Schedule Delay Analysis Experience - Barrington, Contract Solutions
- Publications and Presentations – PMI, AEC, Fed Pubs, AACEI
- Testimony Experience (35 + times in Court or Arbitration plus others DRB, mediations) All involved schedule delay analysis.

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Hotel Bennett Schedule Delay Analysis

Mark Doran Qualifications – Testimony Experience

Mark Doran Testimony Experience	Case #	Date	Location	Depo	Trial	Client
Trataros Corp v United States General Services Administration	GSBCA 14863	1999	General Services Board of Contract Appeals - Puerto Rico	x	x	Owner
Trataros Corp v United States General Services Administration	GSBCA 14864	1999	General Services Board of Contract Appeals - Puerto Rico	x	x	Owner
Southern Comfort Builders v United States (USAF))	Fed. Cl. No. 00-542C	2004	U.S. Court of Federal Claims	x	x	Owner
Southern Comfort Builders v United States (NASA)	Fed. Cl. No. 00-755C	2004	U.S. Court of Federal Claims	x	x	Owner
Cath-dr/Balti v United States (Navy)	ASBCA Nos. 53581, 54239	2005	Armed Services Board of Contract Appeals (ASBCA)	x	x	Owner
Milestone Construction Services, Inc. v Main Street USA Investments LLC		2009	AAA Arbitration - Vienna, VA	x	x	Contractor
Consolidated Services Corp v Matl Construction Corp		2009	AAA Aribitration - Austin, TX	x	x	Contractor
Cajun Constructors, Inc. v Gar-Tex Construction Co.	Suit No. 552060	2012	19th Judicial District Court, State of Louisiana	x		Contractor
Marine Technical Services, Inc. v SCSPA		2014	AAA Arbitration - Charleston, SC	x	x	Owner
Consensus Construction Company, Inc. v North Myrtle Beach		2015	Arbitration - Conway, SC	x	x	Contractor
UFP Mid-Atlantic LLC v Catamount Constructors, Inc.	1:14-CV-3954-AT	2016	US District Court for the Northern District of GA Atlanta Division	x		Contractor
Walbridge/Mashburn JV v Continental Tire Sumter, LLC	C.A. No. 2015-CP-43-374	2016	SC Court of Common Pleas	x		Owner
Adams Robinson Entrprises, Inc. v Uretek, ICR Mid-Atlantic, Inc.	AAA Case No. 16-0000-5617	2017	AAA Arbitration - Atlanta, GA; Dayton, Ohio	x	x	Contractor
ECC Centcom Constructors, LLC v United States Corps of Engineers (USACE)	ASBCA No. 60647	2017	Armed Services Board of Contract Appeals (ASBCA)	x	x	Owner
Reliable Electric, LLC v Sherman Construction Co., Inc.		2019	Arbitration - Greenville, SC	x	x	Contractor
RBC Construction Corp. v United States Corps of Engineers (USACE)	ASBCA Nos. 59404, 59962, 60050, 60277, 60851	2018	Armed Services Board of Contract Appeals (ASBCA)	x	x	Contractor
Six Mile Partners, LLC v Southern Construction Company, Inc.	AAA Case No. 01-18-0002-2334	2019	AAA Arbitration - Charleston, SC		x	Owner
WECC, LLC v Army Air Force Exchange Service (AAFES)	ASBCA No. 60949	2019	Armed Services Board of Contract Appeals (ASBCA)	x	x	Contractor
Skanska/Trident JV v City of Charleston	2016-CP-10-0108	2020	SC Court of Common Pleas, Ninth Judicial Circuit	x		Owner
ECCI v USACE	ASBCA Nos. 59138, **59586**, 59643 & 60248	2020	Armed Services Board of Contract Appeals (ASBCA)	x	x	Owner
ACC v USACE	ASBCA No. 62265	2021	Armed Services Board of Contract Appeals (ASBCA)	x		Contractor
Totals				**20**	**16**	

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Introduction to CPM and Schedule Analysis

- **Types of Schedules**
  - **CPM (Critical Path Method)**
  - A CPM schedule is a network of activities which are assigned durations and interrelated logic ties from the first activity to the last activity. The **critical path** at any one time **is** the **longest path** of interrelated activities.

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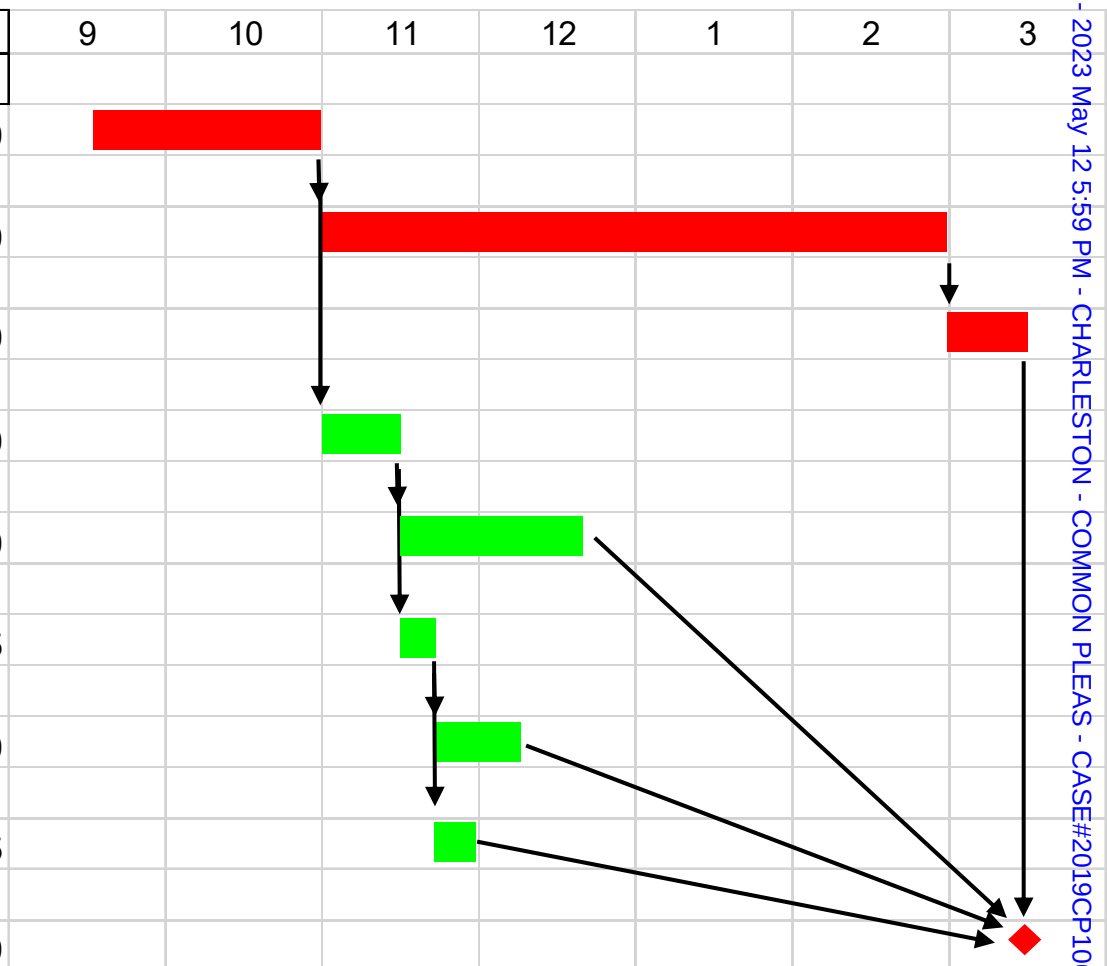
CPM Example: Thanksgiving Meal Prep

Act Name	Time OD (mins)
Prep the Turkey	90
Cook the Turkey	240
Let the Turkey Cool	30
Prep the Potatoes	30
Cook the Potatoes	60
Prep the Green Beans (veggies)	15
Cook the Green Beans (veggies)	30
Prep the Cranberries	15
Serve the Dinner	0



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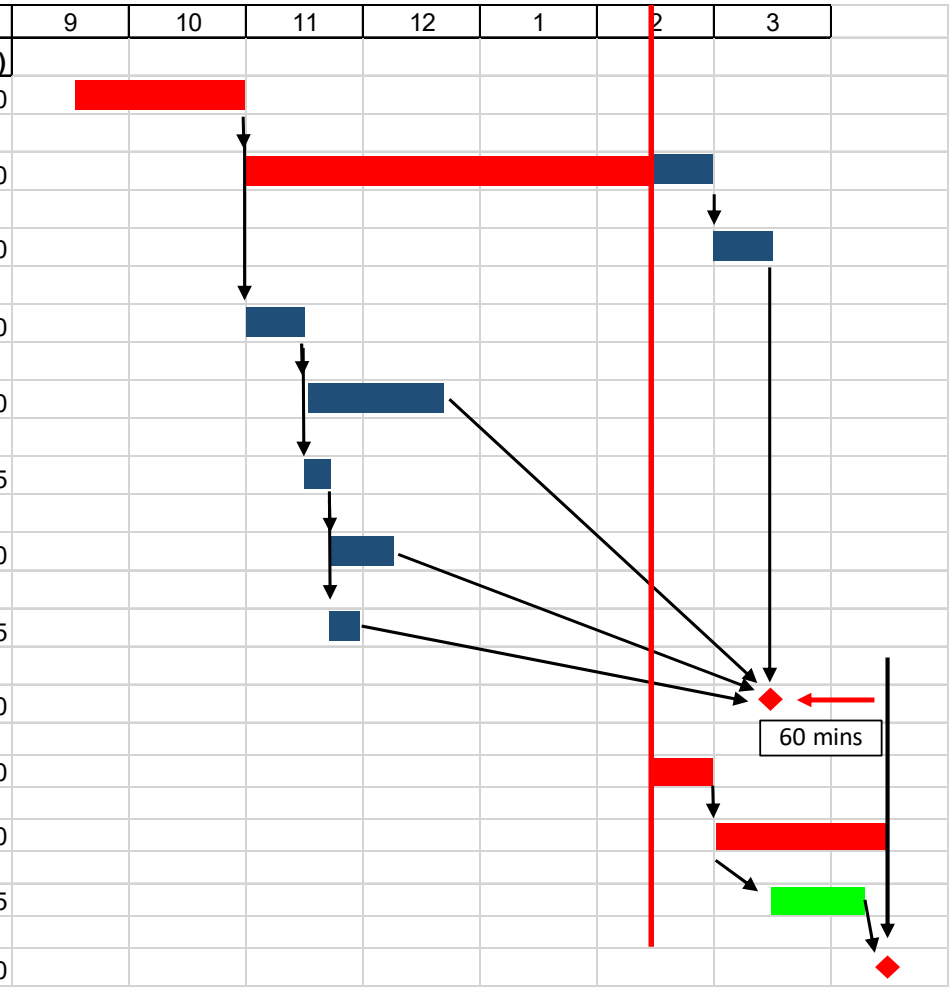
CPM Example: Thanksgiving Meal Prep

Act Name	Time OD (mins)
Prep the Turkey	90
Cook the Turkey	240
Let the Turkey Cool	30
Prep the Potatoes	30
Cook the Potatoes	60
Prep the Green Beans (veggies)	15
Cook the Green Beans (veggies)	30
Prep the Cranberries	15
Serve the Dinner	0
Go Shopping for Additonal/Changed Food	30
Prep & Cook Rice	90
Prep & Cook Collard Greens	45
Serve the Dinner	0



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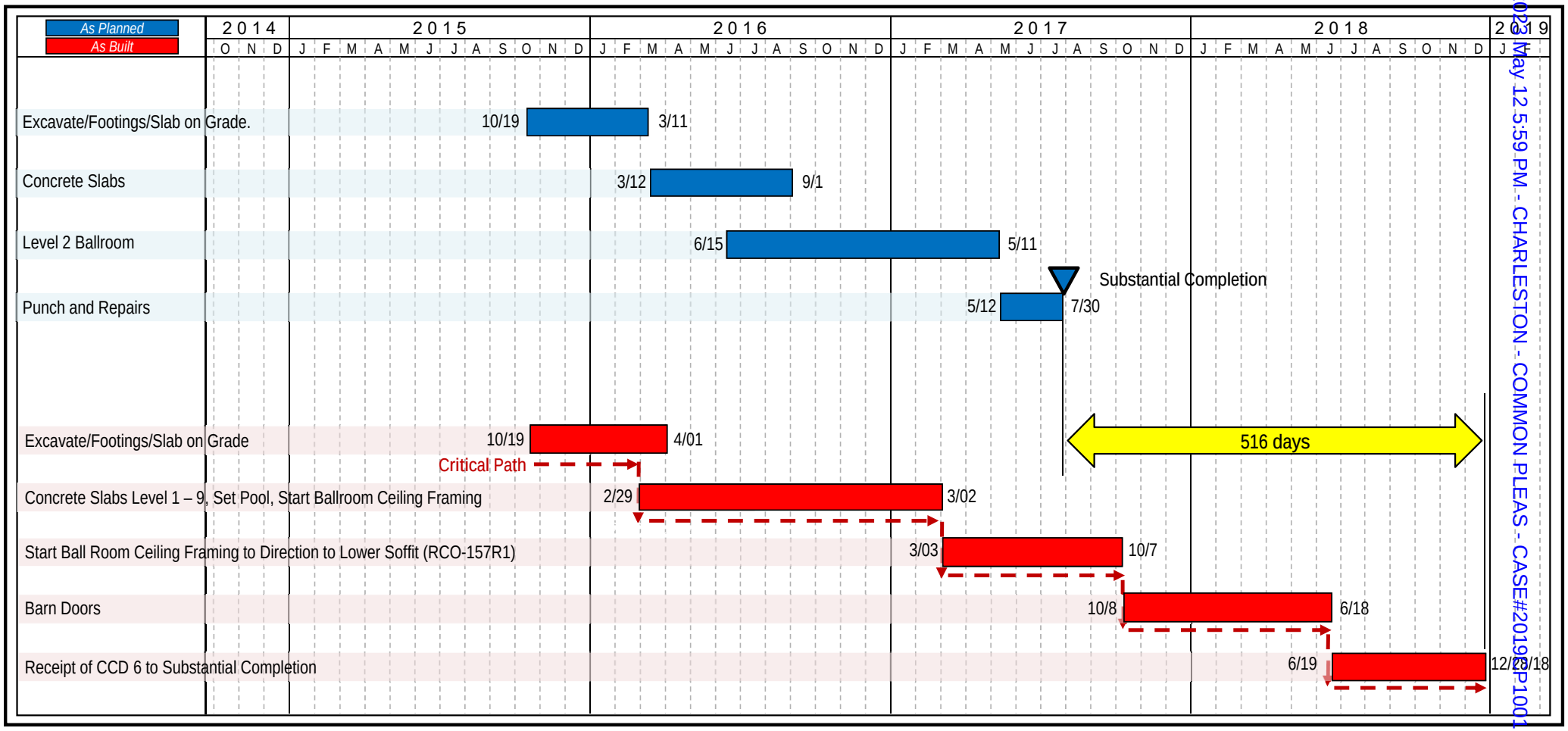
Schedule Analysis

As Planned vs. As Built



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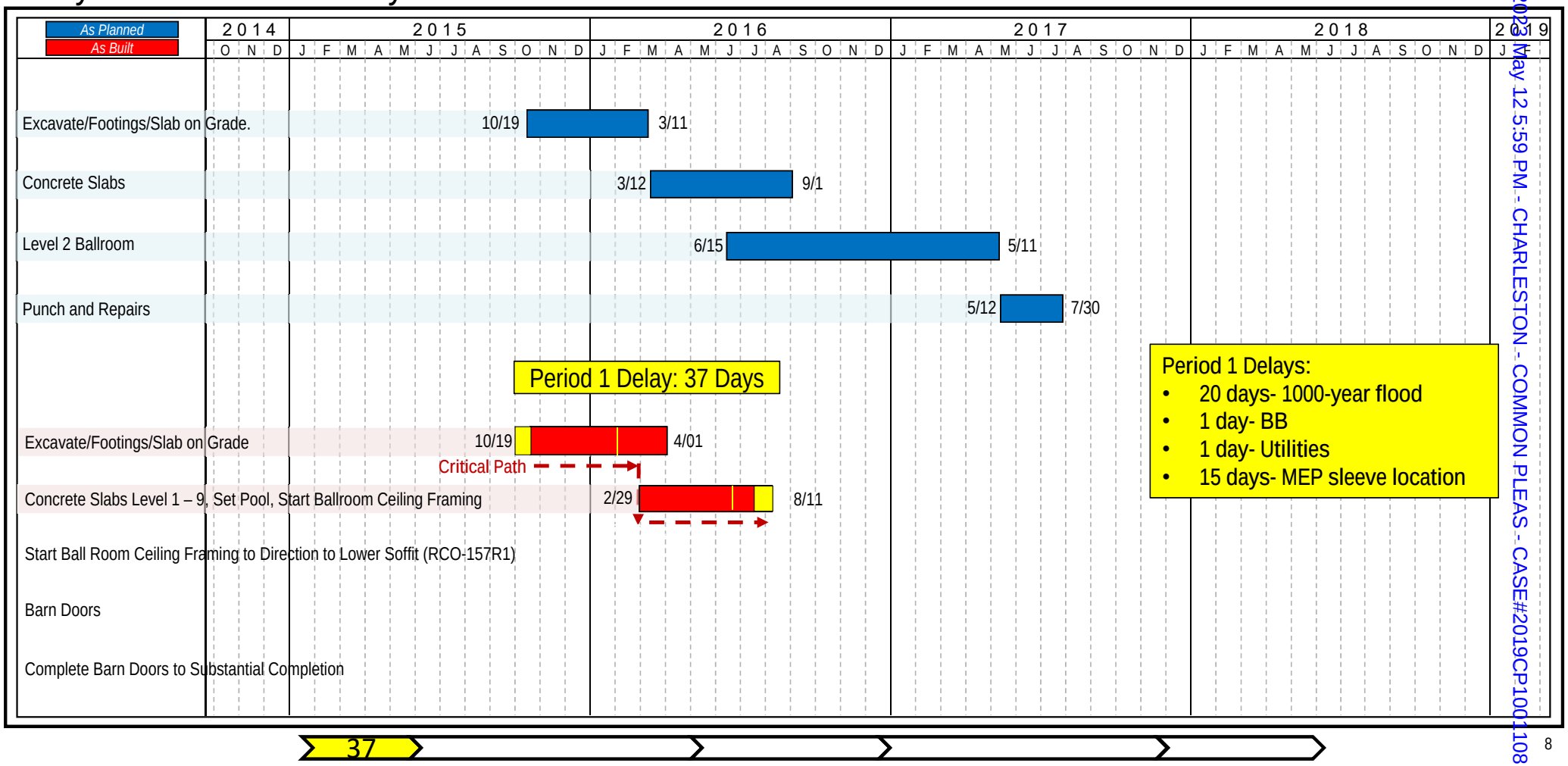
Schedule Analysis – Period 1

Delay to Structure - 37 Days



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Period 1 Delay Conclusion Analysis

- 37 Days Critical Path Delay
- 21 Days of Delay neither party could control
  - 1000-year flood in Oct 2015 (20 days)
  - Lack of utilities on June 26, 2015 (1 day)
- 15 days of Delay after first ½ of L6 waiting on sleeve locations (compensable)
- 1 day lack of progress (Balfour Beatty)

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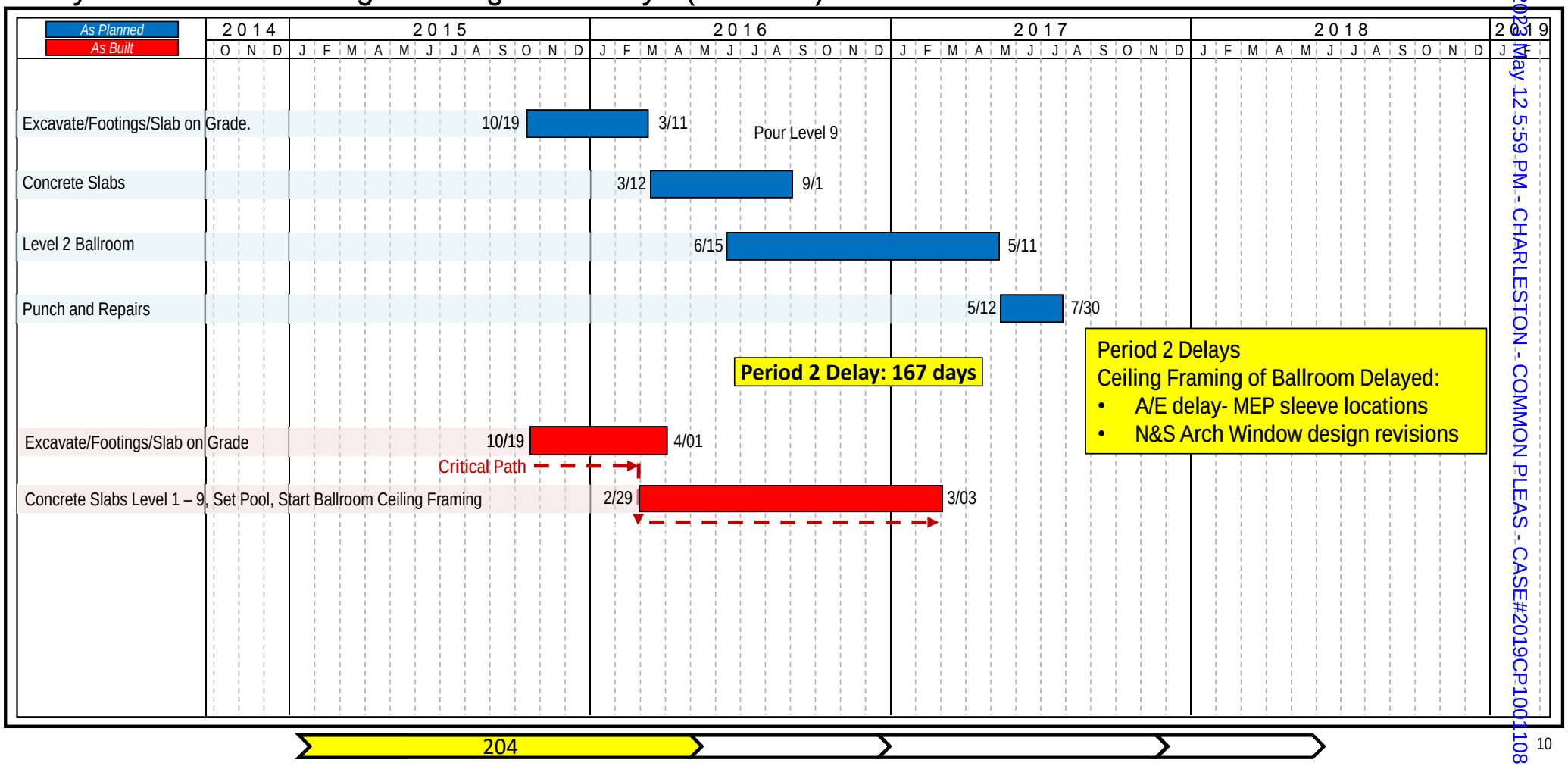
Schedule Analysis – Period 2

Delay to Ballroom Ceiling Framing – 167 days (204-167)



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Period 2 Delay Analysis Conclusion

- 167 Days Critical Path Delay
- Ceiling framing of ballroom delayed
  - A/E delay- MEP sleeve locations
  - N & S arch window design revisions

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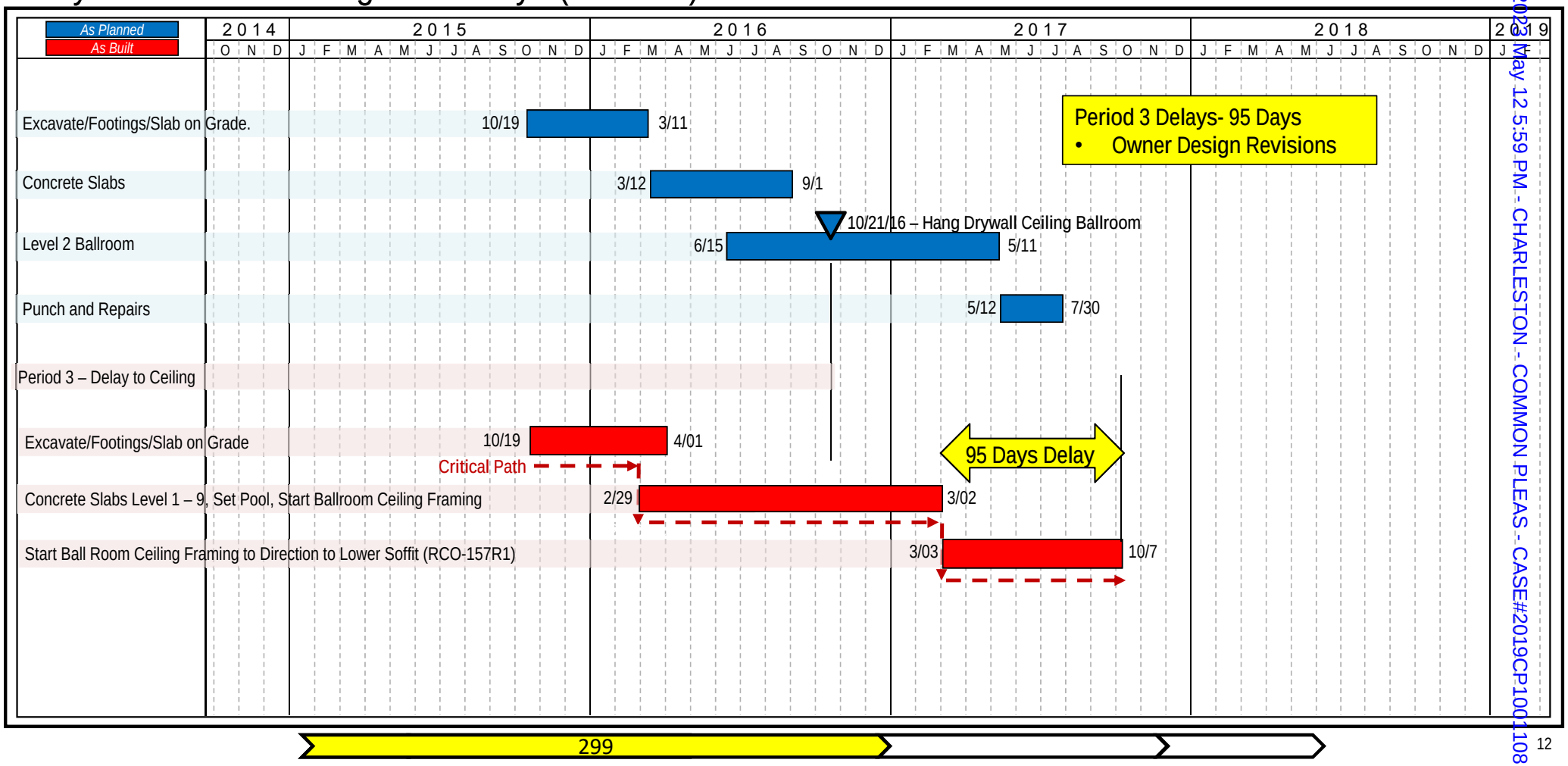
Schedule Analysis- Period 3

Delay to Ballroom Ceilings – 95 Days (299-204)



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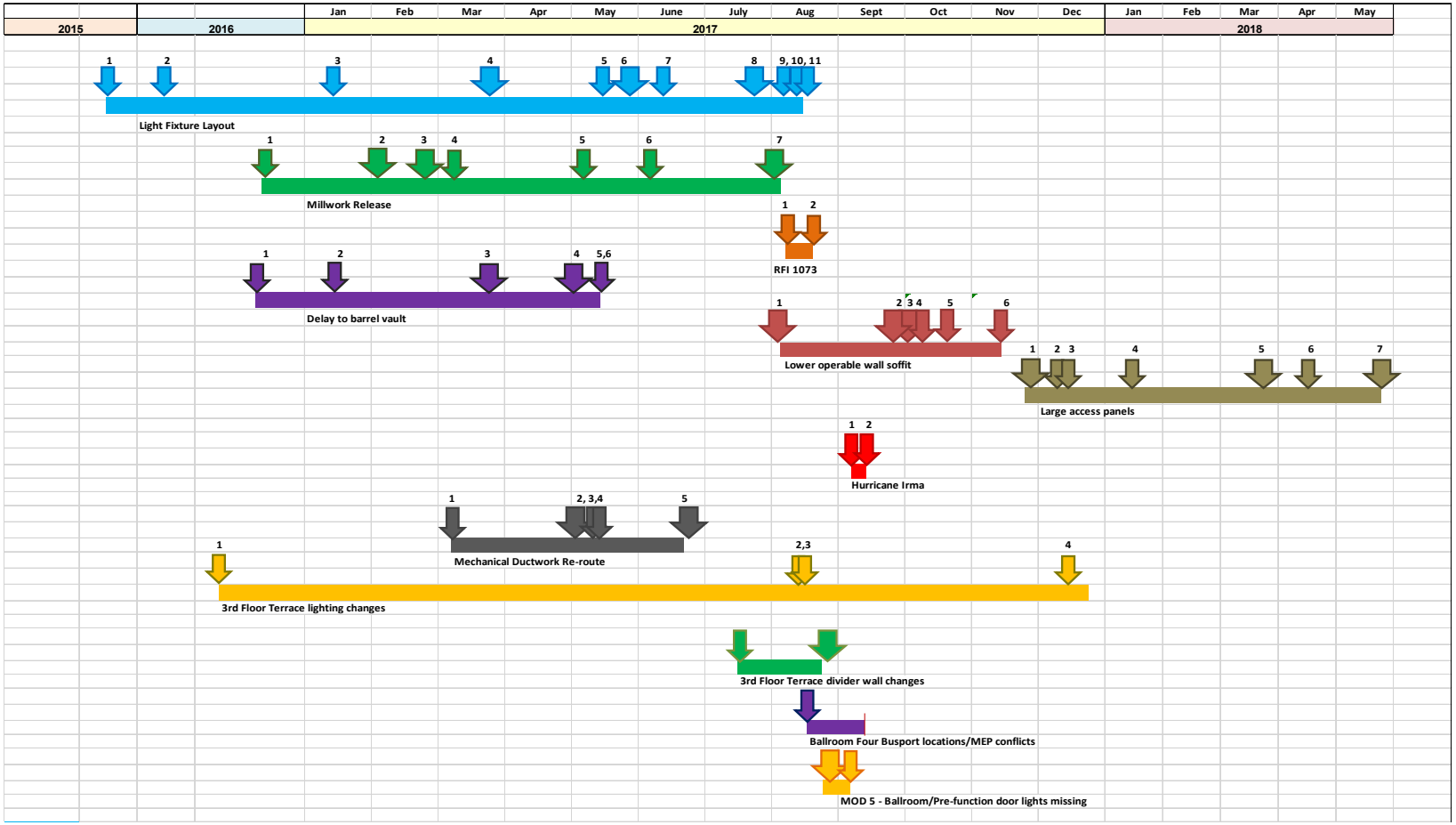
As-Built Critical Path Delays During Period 3 – Owner Design Revisions



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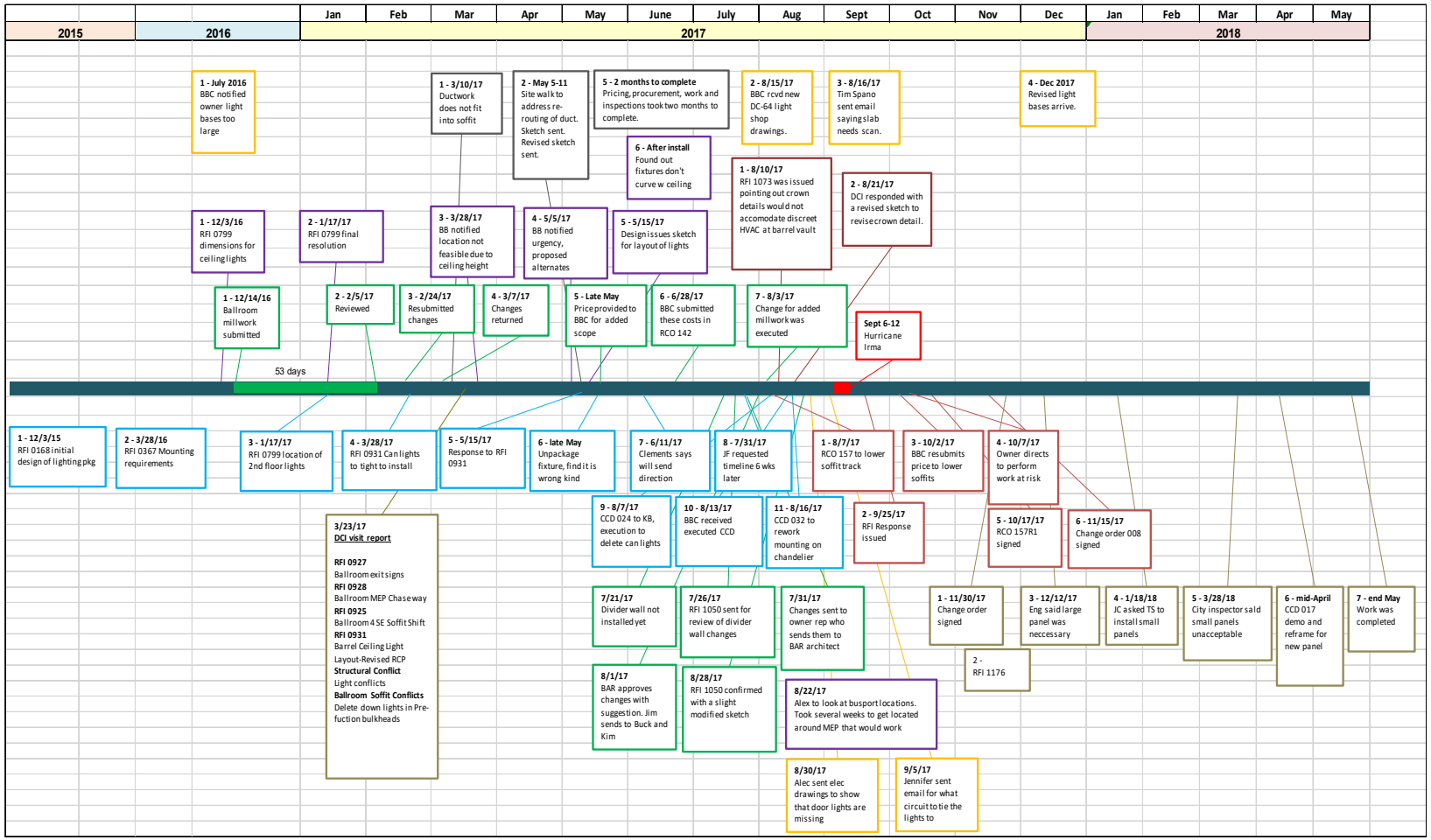
As-Built Critical Path Delays During Period 3 – Owner Design Revisions



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Schedule Analysis – Chronology of Design Revisions to Ballroom Ceiling

	Millwork Release
12/14/16	Ballroom millwork was submitted
02/05/17	Ballroom millwork was reviewed as a mixed bag
02/24/17	Resubmitted changes for ballroom millwork
03/07/17	Changes for ballroom millwork were returned
Late May	LCCM provided price to BBC for the added scope
06/28/17	BBC submitted these costs in RCO 142, with other areas
08/03/17	Change for added millwork was executed
	RFI 1073
08/10/17	RFI 1073 was issued pointing out crown details would not accomodate discreet HVAC at barrel vault
08/21/17	DCI responded with a revised sketch to revise crown detail
	RFI 0931 Delay to barrel vault
12/03/16	RFI 0799 requested hard dimensions for all ceiling lights, given info to process over several weeks
01/17/17	Final resoulution was given
03/28/17	BBC notified design team that location given in RFI 0799 not feasible due to ceiling height
05/05/17	Notified design team the urgency for resolution, proposed alternates that were rejected by design
05/15/17	Design issued a sketch for BBC to layout the lights…
After install	discovered that specified light fixtures weren't designed to curve w ceiling
	DCI visit report
3/23/17	RFI 0927 - Ballroom Exit Signs. Woody wants signs on the soffit so it isn't hanging
3/23/17	RFI 0928 - Ballroom MEP Chase way. Woody wants to see the molding to make sure piping will look okay
3/23/17	RFI 0935 - Ballroom 4 SE Soffit Shift. Woody said it ok to move the light fixture, can move it SE but still have it centered
3/23/17	RFI 0931 - Barrel Ceiling Light Layout - Revised RCP
3/23/17	Structural conflict. Structural challenges with the lights. Woody to review shop drawings.
3/23/17	Ballroom soffit conflicts (any outstanding?). Confirmed last direction correct, to delete the down lights in Pre-fuction bulkheads
	Light fixture layout
12/03/15	RFI 0168 BBC requested and is given initial design and cut sheets of OFCI lighting package
03/28/16	RFI 0367 BBC is given mounting requirements and weight info for light fixtures
01/17/17	RFI 0799 BBC is given locations of lights on second floor. The chandeliers and can lights interfering with them were installed per RFI 0799
03/28/17	RFI 0931 Can lights too tight to joist to install
05/15/17	Response to 0931
Late May	When light fixture is unpackaged, find it has different mounting config and is not suspended type (as shown on RFI 0168), base mount comes in contact w can
06/11/17	Jim Clements (after walking thru w Alec Dooley) sent Alec text saying Woody/Jennifer will send direction to delete recessed fixtures
07/31/17	BBC sent timeline after Jennifer Faulkinberry requested (6 weeks after Jim's text)
08/07/17	CCD 024 issued to Kim Brown for her execution to delete can lights
08/13/17	BBC received executed CCD the week of 8/13
08/16/17	CCD 032 issed to Kim Brown for execution, it directs BBC to rework the Unistrut mounting for the DC-19 chandelier
	Lower operable wall soffit
8/7/17	RCO 157 to lower the track after design did not align w ceiling height and structural beam. Owner realized wouldn't look good unless entire soffit lowered
9/25/17	RFI Response was issued to modify the operable soffits
10/2/17	BBC resubmitted price to lower soffits. Perpendicular soffit was already framed and sheetrocked.
10/7/17	Owner directed BBC to perform the work at risk
10/17/17	RCO 157 signed
11/15/17	OCO 008 signed
	Large access panels
11/30/17	Realized the size of access panels in public corridor would look unappealing
	RFI 1176 submitted a summary of conversation for confirmation
12/12/17	Engineer responded that the large panel was necessary to maintain code
	Kim Brown adamantly requested another opinion
01/18/18	Jim Clements asked Tim Spano to install smaller access panels. BBC did.
03/28/18	City inspector said multiple small access panels not acceptable.
mid-April	CCD 017 to demo the ceiling and frame for a 5x5 access panel. New panel ordered.
end May	Work was completed.
	Hurricane Irma shut down
09/06/17	State of Emergency Issued - hurricane prep initiated
09/12/17	Hotel back open for business
	Mechanical Ductwork Re-route
03/10/17	RFI 0915 Ductwork does not fit into the coffer soffit and the NW corner of Ballroom one
05/04/17	Alec Dooley and Taylor Walker walked on site to address rerouting of ductwork.
	A re-routing sketch was sent WLA showing the new ductwork path.
05/08/17	Correspondence between Alec and Tayor about alterations
05/11/17	Alec sent a revised sketch to Taylor for approval. Taylor confirmed.
June 2017	The pricing, procurement, mechanical, electrical, drywall work and inspections was
	completed over the next two months which delayed ballroom and half of Pre-function.
	3rd Floor Terrace lighting changes
July 2016	BBC notified owner of DC-64 light bases too large to work at third floor terrace that affected conduit locations.
08/15/17	BBC received new DC-64 light shop drawings
08/16/17	Tim Spano sent email that owner lighting issue had been resolved and slab needs to be scanned over ballroom
Dec 2017	Revised light bases arrived
	3rd Floor Terrace Divider wall changes
07/21/17	Clerestory walls over barrel ceiling was waterproofed for drywall in the barrel. The divider wall were not installed yet.
07/26/17	Alec sent RFI 1050 to WLA for review of the divider wall changes.
07/31/17	WLA submits divider wall changes to Jim Clements
07/31/17	Jim (owner rep) sends revised divider wall sketches to COC BAR architect for review and approval of the change
08/01/17	COC BAR architect approves the changes with suggestion
08/01/17	Jim sends Buck and Kim his suggestion
08/28/17	Jennifer confirms RFI 1050 answer with a slight modified sketch for height and arch is acceptable.
	Ballroom Four Busport locations/MEP conflicts
08/22/17	Alex sent Jennifer an email/sketch asking to look at the busport locations on 8/23. These took several weeks to get located
	around MEP that would work to the hotel operators light bar use.
	MOD 5 - Ballroom/Pre-function door lights missing
08/30/17	After onsite walk, Alec sent Wood current electrical drawings to show owner/designer that lights are not shown except drawing for MOD 5 changes
08/30/17	Kim Brown said that if it is on the GMP drawing then Watson Electric owes it
08/30/17	Alec sent response that these lights are not shown on ID, elec or GMP lighting plans, only on ID docs that haven't been priced
09/05/17	Jennifer sent BBC an email for what circuit to tie the added Ballroom door lights to.

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Period 3 Delay Analysis Conclusion

- 95 Days Critical Path Delay
- Numerous Owner Changes
  - 3/10/17 Mech Ductwork Re-Route (Dark Gray Box)
  - RFI-0799 (Purple Box)
  - RFI-1033 (Maroon Box)
  - RCO-157 (Dark Red Box)

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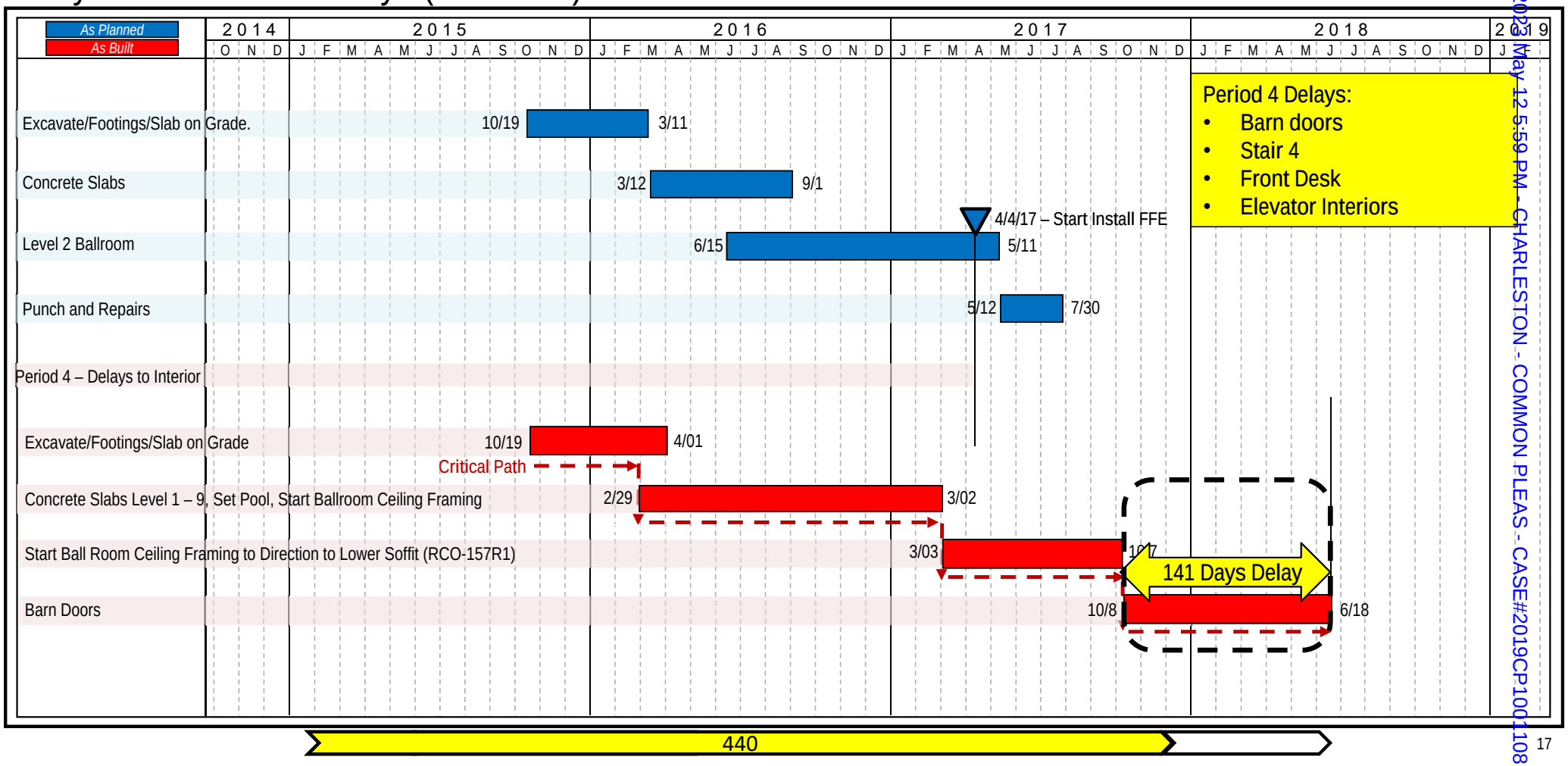
Schedule Analysis- Period 4

Delay to Interior – 141 Days (440 - 299)



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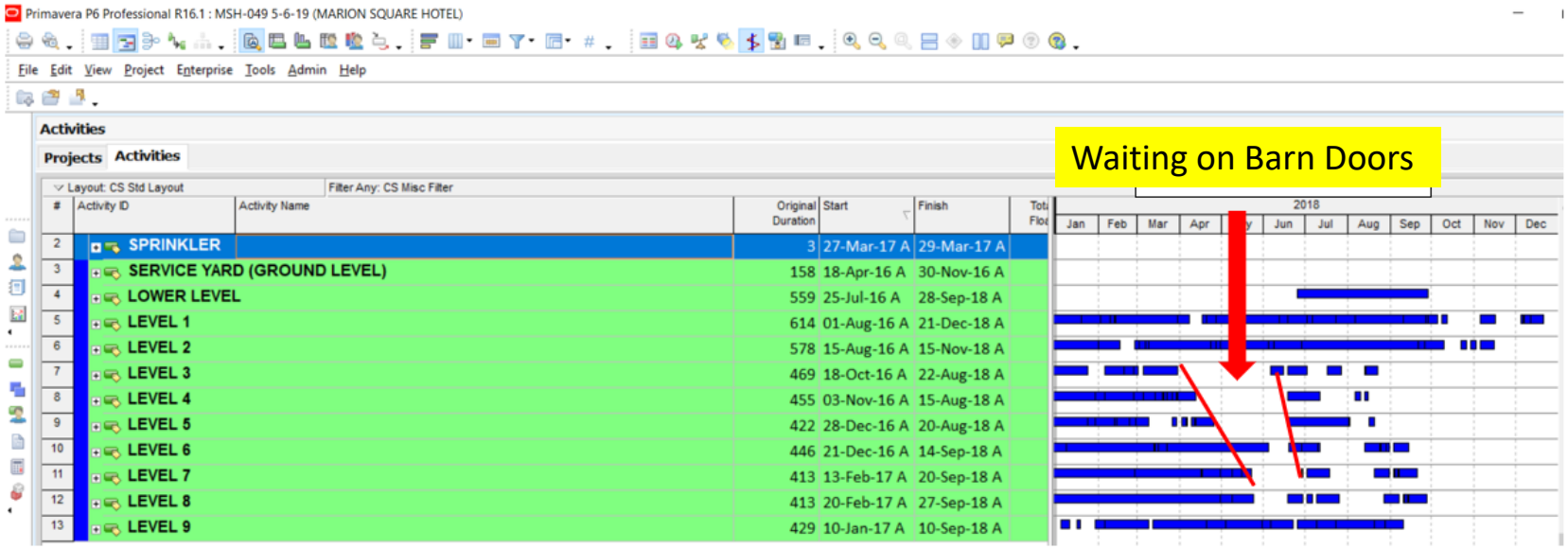
Barn Door Delay Interrupts Follow-on Work



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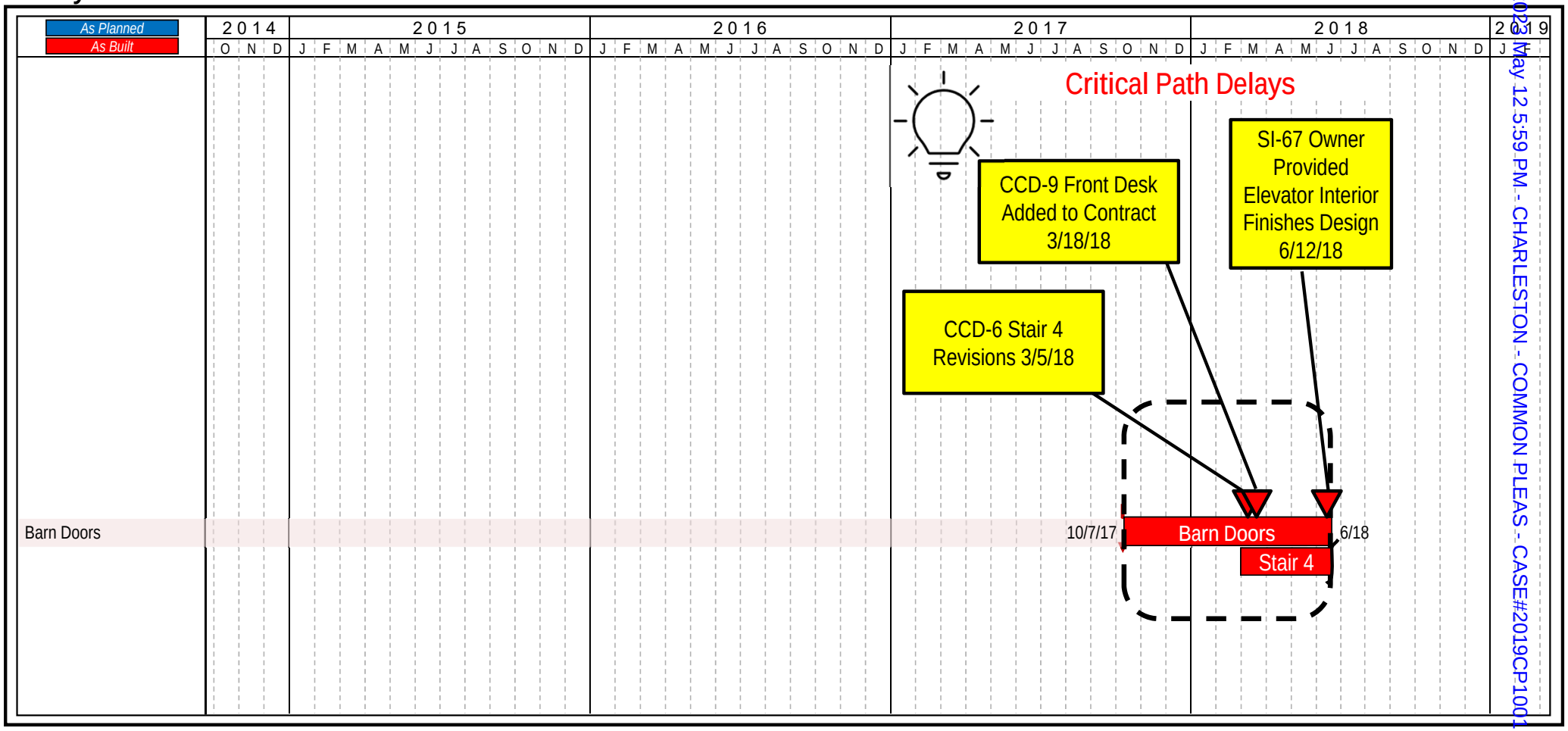
Schedule Analysis – Period 4

Delay to Interior



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Period 4 Delay Analysis Conclusion

- 141 Days Critical Path Delay
- Barn doors
- Stair 4
- Front Desk
- Elevator Interiors

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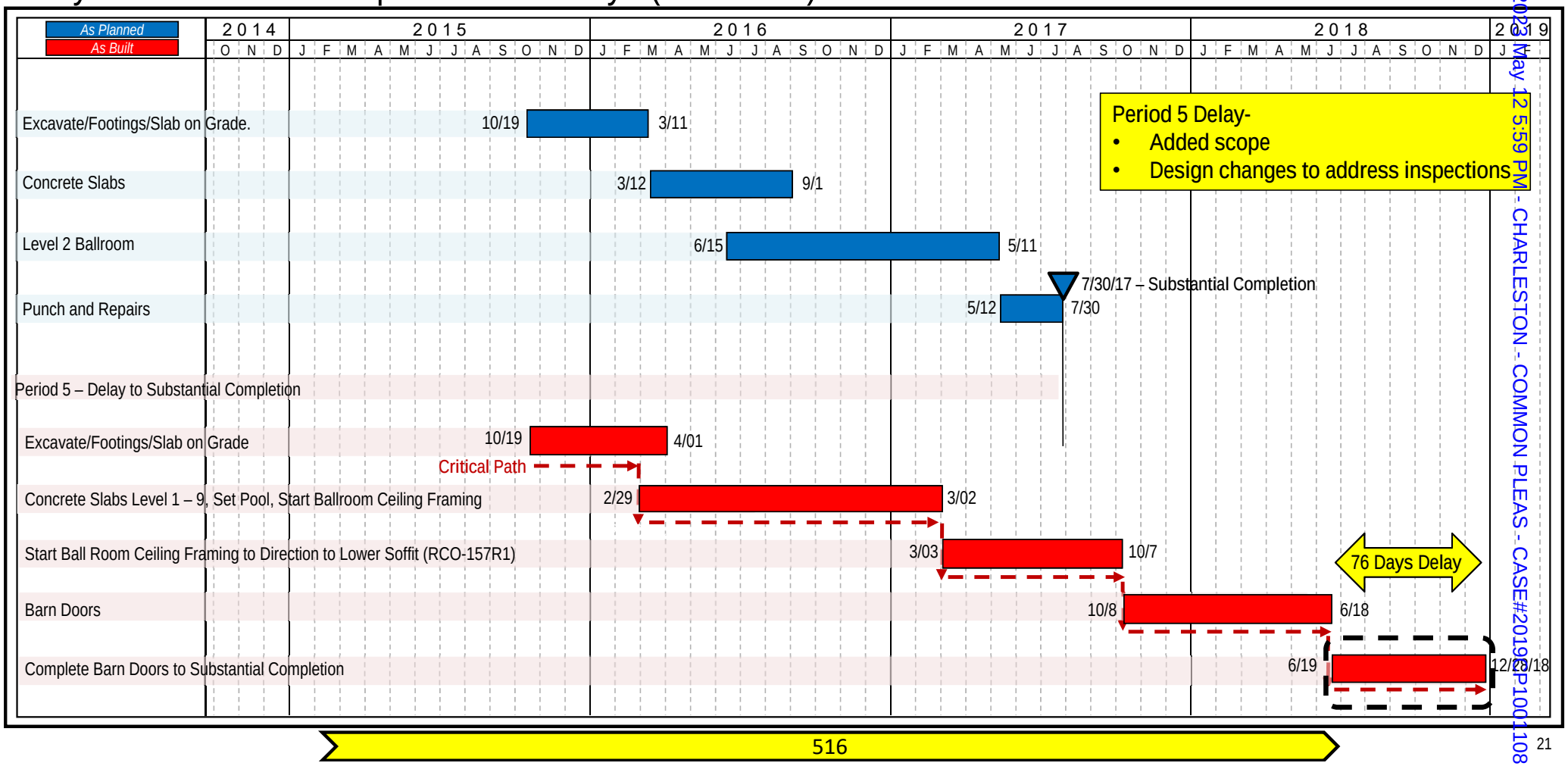
Schedule Analysis- Period 5

Delay to Substantial Completion – 76 Days (516 – 440)



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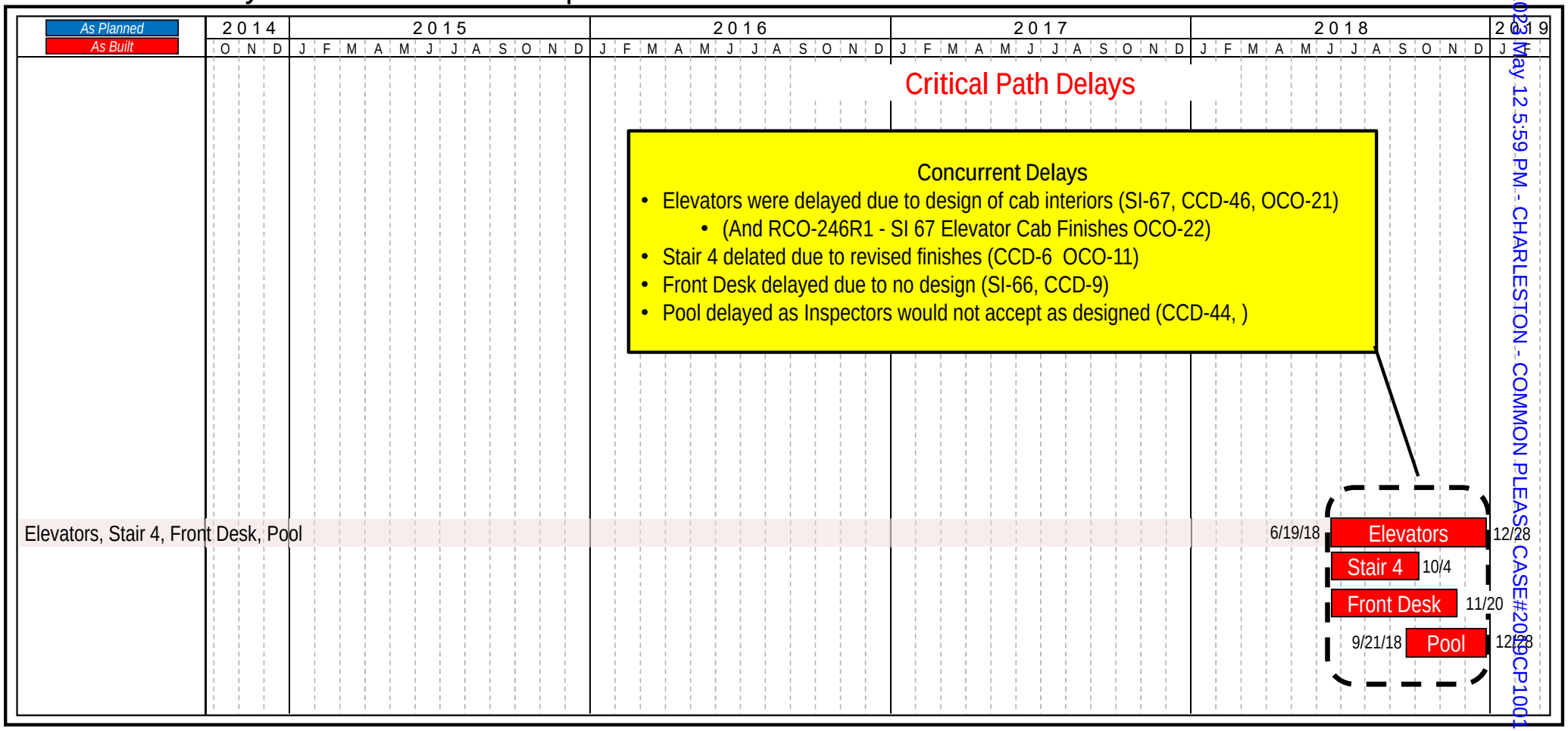
Schedule Analysis – Period 5

Concurrent Delays to Substantial Completion



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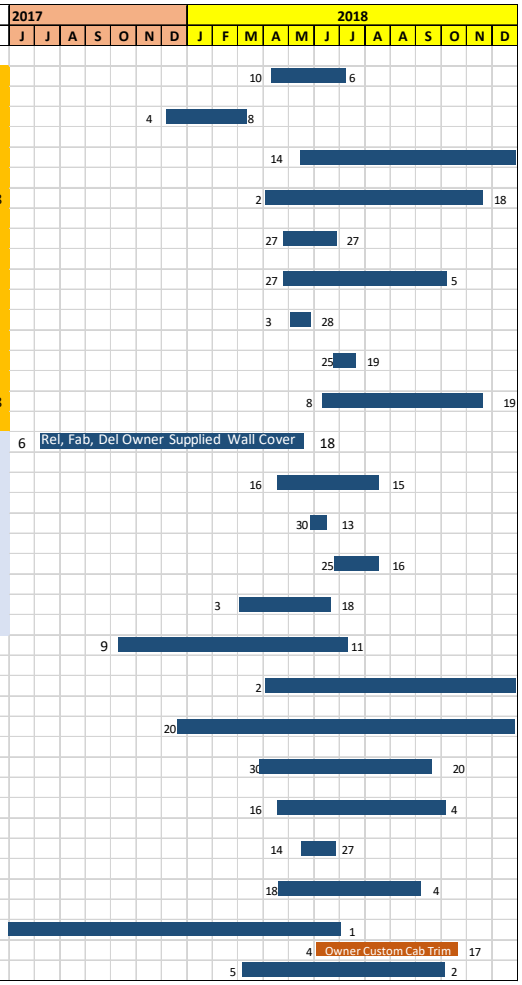
Summary of Selected Changes During 2018

Description	Floor	AS	AF
CCD-3 Custom Color Sprinkler Heads	1	4/10/2018	7/6/2018
Stair 4 Millwork	1	12/11/2017	3/8/2018
CCD-7 SI 62R1 Private Dining	1	5/14/2018	1/23/2019
CCD-9 SI 66R1 Front Desk / Bell hop / Host	1	4/2/2018	11/20/2018
CCD-11 Drain Pan Alarm	1	4/27/2018	6/27/2018
CCD-12 AC For Lighting	1	4/27/2018	10/5/2018
CCD-13 Shift Kitchen	1	5/3/2018	5/23/2018
CCD-21 Added Chller Water Line @ L1 & L9	1	6/25/2018	7/19/2018
CCD-22 Pattisserie	1	6/8/2018	11/19/2018
Rel, Fab & Del Wall Covering Levels 1, 2 & 9	2	7/6/2017	5/18/2018
CCD-4 SI 61R1 Board Room TV Relocation	2	4/16/2018	8/15/2018
CCD-17 PIU2 & 3 Access	2	5/30/2018	6/13/2018
CCD-19 200V Shift Fire Alarm	2	6/25/2018	8/16/2018
RCO-228 Stone Top @ Spa & Retail	2	3/2/2018	6/18/2018
RCO-176 Concierge Lounge Millwork	6	10/9/2017	7/11/2018
CCD-8 SI 57R1 & SI 63R1 Managers Apartment	6, 7	4/2/2018	4/8/2019
A/E BAR Delay (Shutters)	Ext	12/20/2017	5/31/2019
CCD-2 Blackout Stair Window & Drywall	Stairs	3/30/2018	9/20/2018
CCD-6 SI 60R1 Stair 4	Stair 4	4/16/2018	10/4/2018
CCD-16 Bar Equipment Add	9	5/14/2018	6/27/2018
CCD-10 SI 58R1 9th floor Air Changes	9	4/18/2018	9/4/2018
Elevators			
Stair 4			



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Below is a Listing of the 46 CCDs Between February 27, 2018, and December 28, 2018

CCD No.	Date	Description
1	Not issued	
2	2/27/2018	Blackout Windows
3	2/28/2018	Custom Color Sprinkler Heads
4	3/1/2018	Boardroom TV (SI 61R1)
5	3/1/2018	Cut Outs in Wall Above Ceilings for Plenum
6	3/5/2018	Stair 4
7R1	4/16/2018	Dining Outlets & Sconces (originally issued as SI-44R1) SI-62R1
8	3/10/2018	Manager's Apartment
9	3/16/2018	First floor Casework
10	3/19/2018	9th Floor Make-up Air Changes (SI 58R1)
11	4/5/2018	Drain Pan Alarms
12	4/5/2018	AC for Lighting Storage Room
13	4/5/2018	Shift Kitchen Tables Over Floor Sinks
14	4/5/2018	Patisserie Column Detail
15	4/5/2018	Shift Luggage Room Door
16	4/5/2018	Bar Equipment Additions
17	4/5/2018	PIU 2-3 Access Panels
18	Not issued	Relocate Thermostat at Roof Top
19	5/16/2018	Shift FA in 200V
20	5/16/2018	Low Voltage Changes
21	5/16/2018	Chilled Water at Ice Machines
22	5/21/2018	Patisserie Casework Revisions
23	Not issued	Fireman's Phone Jacks
24	8/7/2018	Ballroom Can Lights
25	8/7/2018	FCU Relocation in Electric Room
26	8/7/2018	Telkonet Thermostat Changes
27	8/7/2018	Garage Ramp Ceiling
28	8/7/2018	Support for DAS System
29	Not issued	Concierge Lounge Food Prep
30	8/7/2018	Kitchen Lighting Additions
31	8/7/2018	Transformer & Service Yard Screen Wall
32	Not issued	Unistrut for DC-19 Fixture
33	8/15/2018	Rooftop Lobby Bar Revised Millwork
34	8/15/2018	Decorative Grilles
35	8/15/2018	Exterior Plynths for Lanterns (received on 9/4/2018)
36	8/15/2018	Shutter Revisions
37	9/12/2018	OFCI Tub Fixtures
38	9/12/2018	Cobbles Irrigation Sitework
39	9/12/2018	Wine Cooler
40	9/21/2018	Stair 3-4 Attic Door Removal
41	Not issued	
42	Not issued	
43	Not issued	
44	11/5/2018	Pool Equipment Revisions
45	11/27/2018	Spa Thermostat Change
46	12/10/2018	DOL Elevator Requirements

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The Architect Continued to Issue Supplemental Instructions During 2018

Supplemental Instruction No.	Date	Description
56R1	1/29/2018	Shutters Redesign
59	1/3/2018	Restaurant Wood Floor Selection
60	missing	
61	2/1/2018	Boardroom RV Niche Change
62	2/1/2018	Private Dining Changes
63	2/4/2018	Manager's Suite Finish Changes
64	2/1/2018	Kitchen Overhead Sanitary Emergency Pans
65	2/1/2018	Windows Need to be Blacked Out and Walled Over
66	2/13/2018	Lobby, Front Desk, Bellhop, Host Stand Modifications per Owner
67	6/12/2018	Re-design of Elevator Interiors
68	6/12/2018	Revised Decorative Accordion Door in Bara 148
69	7/2/2018	Pool Area Speakers
70	7/16/2018	Relocate Glazing Units & Grille from Mock-up to Inside the Building
71	8/30/2018	Revised Furniture Plan8/21/18
72	8/21/2018	Privat Dining Detail Change
73	8/21/2018	Screen Detail and Metal Grille Revisions
74	8/30/2018	OFCI Light Fixture Revisions
75	10/3/2018	Revised Mock-up Bracket
76	11/8/2018	Patisserie Lighting & Millwork Revisions
77	11/8/2018	1st Floor Lighting Plan Revisions
78	11/27/2018	Lighting Layout for Elevator 5 Cab
79	11/27/2018	Camellias Bar Additional Supports
80	12/11/2018	Added Control Joints in Stucco
81	12/12/2018	Gas Flue Exhaust 9th Floor Pool Eqt Room?

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Period 5 Delay Analysis Conclusion

- 76 Days Critical Path Delay
- Added scope (Additional Supplemental Instructions, CCDs, Change Orders)
- Design changes to address inspections

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Balfour Beatty Performed As-Planned or Better When Unimpacted

Activity ID	Activity Name	Original Duration	Start	Finish	Total Float	Actual Start	Actual Finish	Var Start	Var Finish	Better
1430	F/R/P CRANE PAD @ SITE	10	19-Oct-15	30-Oct-15	0	19-Oct-15	23-Nov-15	0	24	
1940	EXCAVATE / FORM FOOTING @ SECTION 1	4	2-Nov-15	5-Nov-15	0	2-Nov-15	13-Nov-15	0	8	
3334	EXCAVATE / FORM FOOTING @ SECTION 2	3	6-Nov-15	10-Nov-15	0	11-Nov-15	13-Nov-15	5	3	performed better than planned
3394	EXCAVATE / FORM FOOTING @ SECTION 3	6	11-Nov-15	18-Nov-15	0	3-Dec-15	10-Dec-15	22	22	performed as-planned
3454	EXCAVATE / FORM FOOTING @ SECTION 4	5	19-Nov-15	25-Nov-15	0	4-Jan-16	11-Jan-16	46	47	
3584	ELEVATOR PIT @ SECTION 5	8	30-Nov-15	9-Dec-15	0					
3534	INSTALL WATERPROOFING @ SECTION 5	4	9-Dec-15	14-Dec-15	0	12-Jan-16	19-Jan-16	34	36	
3524	EXCAVATE / FORM FOOTING @ SECTION 5	10	2-Dec-15	15-Dec-15	0	18-Jan-16	27-Jan-16	47	43	performed better than planned
3544	INSTALL REBAR @ SECTION 5	5	15-Dec-15	21-Dec-15	0	21-Jan-16	26-Jan-16	37	36	performed better than planned
3564	POUR FOOTING @ SECTION 5	1	22-Dec-15	22-Dec-15	0	27-Jan-16	27-Jan-16	36	36	performed as-planned
3574	STRIP FOOTING @ SECTION 5	1	23-Dec-15	23-Dec-15	0	28-Jan-16	1-Feb-16	36	40	
3684	BACKFILL @ SECTION 5	3	28-Dec-15	30-Dec-15	0	29-Mar-16	29-Mar-16	92	90	performed better than planned
3694	MUD MAT @ SECTION 5	2	30-Dec-15	4-Jan-16	0					
3704	INSTALL WATERPROOFING @ SECTION 5	5	4-Jan-16	8-Jan-16	0	29-Mar-16	30-Mar-16	85	82	performed better than planned
3724	INSTALL REBAR @ SECTION 5	3	11-Jan-16	13-Jan-16	0	31-Mar-16	31-Mar-16	80	78	performed better than planned
3714	INSTALL EDGE FORM / PREP @ SECTION 5	3	11-Jan-16	13-Jan-16	0	29-Mar-16	31-Mar-16	78	78	performed as-planned
3734	POUR SOG @ SECTION 5	1	14-Jan-16	14-Jan-16	0	1-Apr-16	1-Apr-16	78	78	performed as-planned
3754	INSTALL BRACING @ SECTION 5	2	15-Jan-16	18-Jan-16	0					
3764	EXCAVATE WEDGE @ SECTION 5	6	19-Jan-16	26-Jan-16	0					
4044	EXCAVATE / FORM FOOTING @ SECTION 8	7	27-Jan-16	4-Feb-16	0	7-Mar-16	9-Mar-16	40	34	performed better than planned
4174	EXCAVATE / FORM FOOTING @ SECTION 9	5	5-Feb-16	11-Feb-16	0	10-Mar-16	19-Mar-16	34	37	
4184	INSTALL WATERPROOFING @ SECTION 9	2	12-Feb-16	15-Feb-16	0	21-Mar-16	22-Mar-16	38	36	performed better than planned
4204	INSTALL REBAR @ SECTION 9	2	16-Feb-16	17-Feb-16	0	23-Mar-16	24-Mar-16	36	36	performed as-planned
4194	INSTALL DOWELS @ SECTION 9	2	18-Feb-16	19-Feb-16	0	23-Mar-16	24-Mar-16	34	34	performed as-planned
4214	POUR FOOTING @ SECTION 9	1	22-Feb-16	22-Feb-16	0	25-Mar-16	25-Mar-16	32	32	performed as-planned
4234	BACKFILL @ SECTION 9	3	23-Feb-16	25-Feb-16	0	29-Mar-16	30-Mar-16	35	34	performed better than planned
4254	INSTALL WATERPROOFING @ SECTION 9	5	29-Feb-16	4-Mar-16	0	29-Mar-16	30-Mar-16	29	26	performed better than planned
4274	INSTALL REBAR @ SECTION 9	3	7-Mar-16	9-Mar-16	0	31-Mar-16	31-Mar-16	24	22	performed better than planned
4284	POUR SOG @ SECTION 9	1	10-Mar-16	10-Mar-16	0	1-Apr-16	1-Apr-16	22	22	performed as-planned
4294	STRIP SOG @ SECTION 9	1	11-Mar-16	11-Mar-16	0					
4504	FIRST LIFT WALLS & COLUMNS @ AREA D LVL 1 (6800 SQ FT)	4	9-Mar-16	14-Mar-16	0	4-Apr-16	13-Apr-16	26	30	
4514	INSTALL FORMS @ AREA D LVL 1 (6800 SQ FT)	5	15-Mar-16	21-Mar-16	0	8-Apr-16	15-Apr-16	24	25	
4524	INSTALL REBAR / MEP @ AREA D LVL 1 (6800 SQ FT)	3	22-Mar-16	24-Mar-16	0	20-Apr-16	23-Apr-16	29	30	
4534	POUR @ AREA D LVL 1 (6800 SQ FT)	1	25-Mar-16	25-Mar-16	0	24-Apr-16	24-Apr-16	30	30	performed as-planned
4484	WALLS / COLUMNS @ AREA D LVL 1 (6800 SQ FT)	4	28-Mar-16	31-Mar-16	0	27-Apr-16	27-Apr-16	30	27	performed as-planned
4834	INSTALL FORMS @ AREA D LVL 2 (6800 SQ FT)	4	1-Apr-16	6-Apr-16	0	28-Apr-16	13-May-16	27	37	
4844	INSTALL REBAR / MEP @ AREA D LVL 2 (6800 SQ FT)	3	7-Apr-16	11-Apr-16	0	12-May-16	18-May-16	35	37	
4854	POUR @ AREA D LVL 2 (6800 SQ FT)	1	12-Apr-16	12-Apr-16	0	19-May-16	19-May-16	37	37	performed as-planned
4894	WALLS / COLUMNS @ AREA D LVL 2 (6800 SQ FT)	4	13-Apr-16	18-Apr-16	0	20-May-16	3-Jun-16	37	46	
5154	INSTALL FORMS @ AREA D LVL 3 (6400 SQ FT)	4	19-Apr-16	22-Apr-16	0	31-May-16	10-Jun-16	42	49	
5164	INSTALL REBAR / MEP @ AREA D LVL 3 (6400 SQ FT)	3	25-Apr-16	27-Apr-16	0	6-Jun-16	13-Jun-16	42	47	
5174	POUR @ AREA D LVL 3 (6400 SQ FT)	1	28-Apr-16	28-Apr-16	0	14-Jun-16	14-Jun-16	47	47	performed as-planned
5184	CURE @ AREA D LVL 3 (6400 SQ FT)	2	28-Apr-16	29-Apr-16	0	14-Jun-16	16-Jun-16	47	48	
5194	STRESS @ AREA D LVL 3 (6400 SQ FT)	1	2-May-16	2-May-16	0	15-Jun-16	15-Jun-16	44	44	performed as-planned
5204	STRIP FORMS @ AREA D LVL 3 (6400 SQ FT)	2	3-May-16	4-May-16	0	23-Jun-16	24-Jun-16	51	51	performed as-planned
4494	REMOVE RESHORE @ AREA D LVL 1 (6800 SQ FT)	2	3-May-16	4-May-16	0	15-Jun-16	21-Jun-16	43	48	
2470	INSTALL CMU BLOCK & ELECTRICAL ROUGH IN @ LEVEL 1	14	5-May-16	24-May-16	0	25-Jul-16	6-Sep-16	81	105	
2686	INSTALL CMU BLOCK & ELECTRICAL ROUGH IN @ LEVEL 2	14	25-May-16	14-Jun-16	0	15-Aug-16	7-Oct-16	82	115	
5432	WALL & MEP LAYOUT & DOOR FRAMES @ PREFUNCTION & BALL ROOM	10	20-Jun-16	1-Jul-16	0	18-Aug-16	2-Sep-16	59	63	
5200	WALL & MEP LAYOUT & DOOR FRAMES @ 2ND FLOOR SPA	15	15-Jun-16	6-Jul-16	0	15-Aug-16	28-Sep-16	61	84	
5450	INSTALL OH DUCTWORK @ PREFUNCTION & BALL ROOM	15	5-Jul-16	25-Jul-16	0	24-Oct-16	30-Nov-16	111	128	
5458	INSULATE DUCTWORK & TESTING @ PREFUNCTION & BALL ROOM	12	26-Jul-16	10-Aug-16	0	1-Dec-16	15-Dec-16	128	127	performed better than planned
2428	INSTALL CEILING FRAMING @ PREFUNCTION & BALL ROOM	35	11-Aug-16	29-Sep-16	0	3-Mar-17	31-Mar-17	204	183	performed better than planned
2434	INSTALL HARD CEILING ELECTRICAL @ PREFUNCTION & BALL ROOM	25	6-Sep-16	10-Oct-16	0	13-Mar-17	30-Mar-17	188	171	performed better than planned
2438	OVERHEAD INSPECTIONS @ PREFUNCTION & BALL ROOM	2	11-Oct-16	12-Oct-16	0	28-Jul-17	31-Jul-17	290	292	
2442	HANG DRYWALL CEILINGS @ PREFUNCTION & BALL ROOM	12	13-Oct-16	28-Oct-16	0	1-Aug-17	3-Nov-17	292	371	
2444	TAPE & FINISH DRYWALL WALLS & CEILINGS @ PREFUNCTION & BALL ROOM	16	17-Oct-16	7-Nov-16	0	27-Sep-17	30-Nov-17	345	388	
2446	PRIME PAINT WALLS & CEILINGS @ PREFUNCTION & BALL ROOM	15	8-Nov-16	30-Nov-16	0	21-Nov-17	1-Dec-17	378	366	performed better than planned
2036	INSTALL MILLWORK @ PREFUNCTION & BALL ROOM	40	1-Dec-16	27-Jan-17	0	24-Jul-17	22-Sep-17	235	238	
2448	1ST COAT PAINT @ PREFUNCTION & BALL ROOM	15	30-Jan-17	17-Feb-17	0	4-Dec-17	8-Dec-17	308	294	performed better than planned
2452	INSTALL LIGHT FIXTURES @ PREFUNCTION & BALL ROOM	17	20-Feb-17	14-Mar-17	0	18-Dec-17	27-Dec-17	301	288	performed better than planned
2458	INSTALL HARD TILE FLOORING @ PREFUNCTION & BALL ROOM	12	15-Mar-17	30-Mar-17	0	21-Jun-18	20-Jul-18	463	477	
2462	FINAL PAINT @ PREFUNCTION & BALL ROOM	20	10-Mar-17	6-Apr-17	0	4-Dec-17	8-Dec-17	269	246	performed better than planned
2456	INSTALL CARPET @ PREFUNCTION & BALL ROOM	6	6-Apr-17	13-Apr-17	0	2-Jul-18	4-Jul-18	452	447	performed better than planned
2038	BBC CREATES PUNCHLIST @ PREFUNCTION & BALL ROOM	5	14-Apr-17	20-Apr-17	0	29-Oct-18	2-Nov-18	563	561	performed better than planned
2466	FINAL PUNCH, REPAIRS & CLEAN @ PREFUNCTION & BALL ROOM	15	21-Apr-17	11-May-17	0	5-Nov-18	15-Nov-18	563	553	performed better than planned
1024	ARCH / ENGINEER PUNCH & REAPIRS @ INTERIORS	25	12-May-17	16-Jun-17	0	8-Apr-19		696		
1260	PRE-FUNCTIONAL TESTING / FUNCTIONAL TESTING / COMMISSIONING	30	16-Jun-17	28-Jul-17	0	11-Oct-18	21-Nov-18	482	481	performed better than planned
1050	HOTEL OPENING	0		28-Jul-17*	0			0		

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Schedule Delay Analysis – Conclusion

- The Owner is responsible for four hundred ninety-four (494) days of compensable delays
- Twenty-one (21) days were excusable due to weather and utility shut down.
- Balfour Beatty was responsible for one (1) day of delay.
- Balfour Beatty has already received twenty (20) days of time extension in OCO No. 3 for the 1,000-year flood in October 2015.

						Responsibility			
						Excusable Compensable	Un-Excusal	Excusable Non-Compensble	
Period	Description	Timeframe		Duration (cd)	Delays (cd)	Owner	Balfour Beatty	Weather / Other	Total
1	NTP to Design Complete for Level 5 (Level 6 Slab)	3/30/2015	8/11/2016	500	36	15	1	21	37
2	End of Period 1 to Start of Ceiling Framing in Pre-function/Ballroom	8/11/2016	3/3/2017	204	167	167	0	0	167
3	End of Period 2 to Direction to Lower Soffits in Ballrooms (RCO-157R1)	3/3/2017	10/7/2017	218	95	95	0	0	95
4	End of Period 3 to Complete Installation of Barn Doors on 3rd Floor	10/7/2017	6/18/2018	254	141	141	0	0	141
5	End of Period 4 to Substantial Completion	6/18/2018	12/28/2018	193	76	76	0	0	76
Totals				**1369**	**515**	**494**	**1**	**21**	**516**

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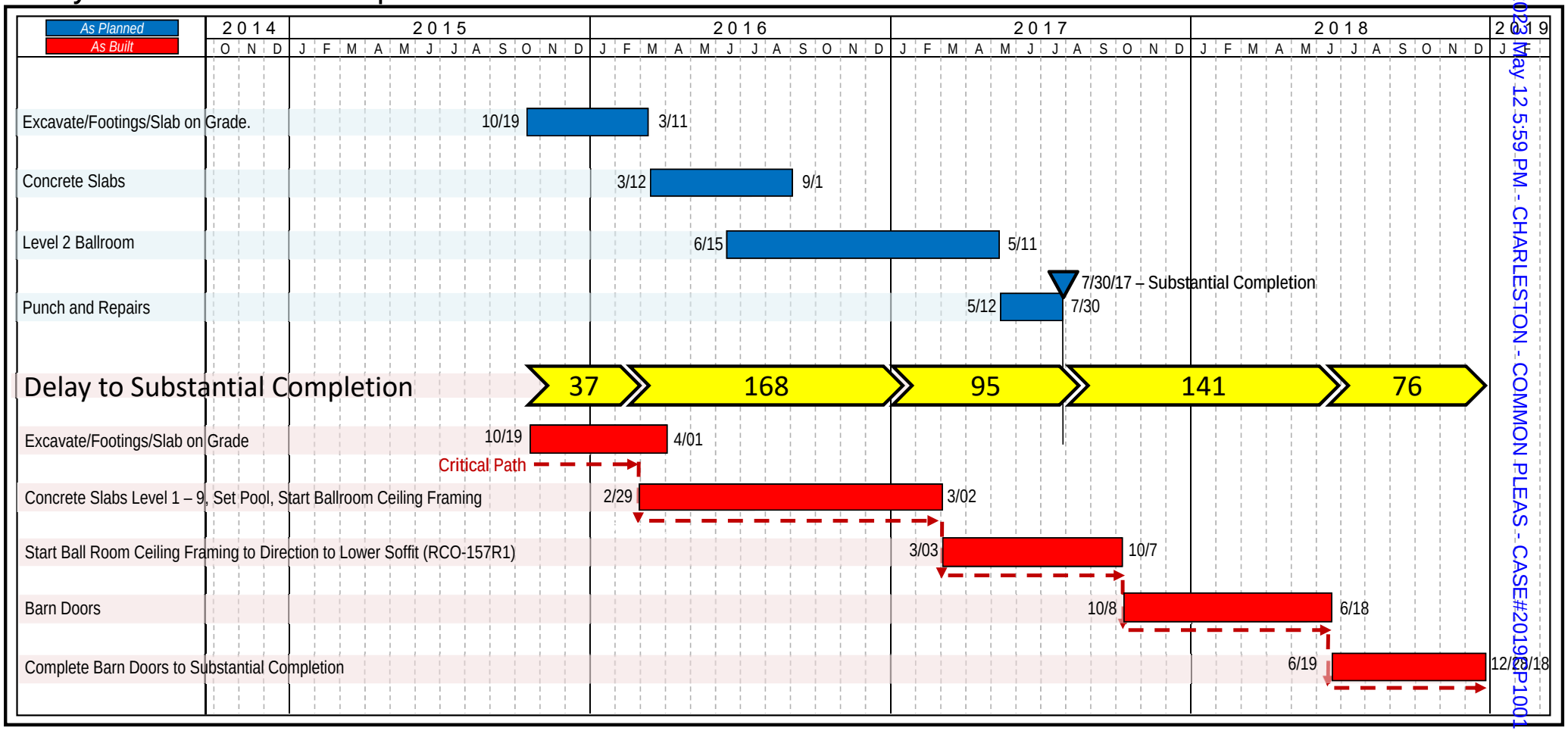
Schedule Analysis- Hotel Bennett

Delay to Substantial Completion –



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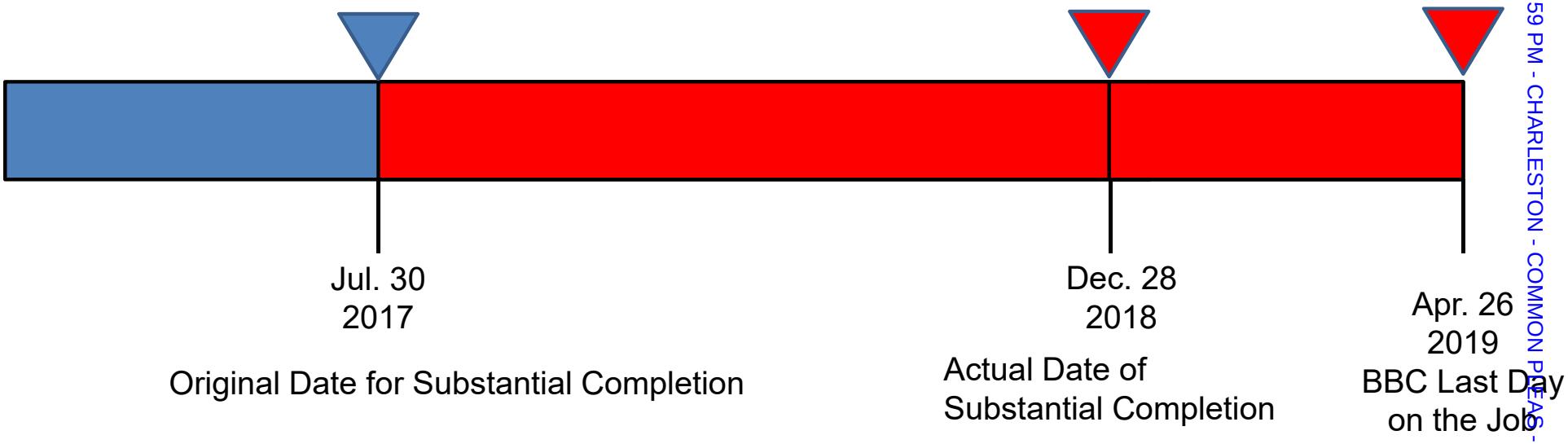
Delay Summary Timeline



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Plaintiff Balfour Beatty's Trial Exhibit # 255

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Library Associates, LLC

February 14, 2019

Mr. Buck Lindsey
Winford Lindsey Architects
344 West Pike Street
Lawrenceville, GA 30046

RE: Hotel at Marion Square

Dear Buck:

The Owner, Library Associates, LLC is in receipt of your email of February 11, 2019. In the email you reference, among other things, that the Project is 531 days delayed (as of 2/1/2019). You also note that the date of Substantial Completion has not been determined. With regard to the delay of 531 days (as of 2/1/2019), you reference a "cap" on the liquidated damages to be paid by the Contractor. I write now to formerly inform the Architect and the Contractor that the Owner claims that any "cap" on liquidated damages does not apply due and owing to the prior breach of the Contract Documents by the Contractor relative to project completion. While the Contract contains a provision related to a "cap" on liquidated damages at Section 2.3.1.3 of the A133-2009, the Contractor was in prior breach of the provisions found at Sections 3.3.4, 3.9.1, 3.10.4.7, and 8.2.3 (among others) of the A201-2007.

As a result of the Contractor's prior breach of the Sections of the Contract Documents listed above and other Sections as may be applicable, any "cap" on liquidated damages may not be enforced. Please allow this correspondence to comply with any and all notice provisions under the Contract Documents. The Owner in no way waives other claims that it may have under the Contract Documents or pursuant to the statutory or common law.

Sincerely,

Kimberly B. Brown
Authorized Agent

cc: Balfour Beatty Construction

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Plaintiff Balfour Beatty's Trial Exhibit # 257

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Balfour Beatty
Construction

March 6, 2019

BY FEDERAL EXPRESS, OVERNIGHT DELIVERY

Mr. Buck Lindsay, Architect
Winford Lindsay Architect
344 West Pike Street
Lawrenceville, Georgia 30046

RE: The Hotel at Marion Square – Consolidated Claim (Preliminary)

Dear Mr. Lindsay:

This letter and attachments are being sent to you in response to your letter dated February 4, 2019. In that letter you acknowledged receipt of the preliminary Consolidated Claim letter that was sent by Balfour Beatty Construction dated January 25, 2019 (the "Preliminary Consolidated Claim"), and you requested that Balfour Beatty Construction provide additional supporting data on the claim. Additionally, you referenced the final determination of Substantial Completion, which subject we will address in a separate letter from this response.

As described in the Preliminary Consolidated Claim, Balfour Beatty Construction asserts that the Bennett Hotel project was made significantly more difficult, expensive, and time-consuming to build because of circumstances that were beyond the control of Balfour Beatty Construction. Those circumstances were described more specifically in the Preliminary Consolidated Claim, and they were pervasive throughout the project. Notices were given, and there were frequent discussions and meetings reflected in communications, meeting minutes and correspondence, all of which placed the Owner, the Architect, the Owner's Representative and others on notice that Balfour Beatty Construction and its subcontractors were being impacted by numerous events and circumstances for which the Owner was ultimately responsible. The numerous changes, delays, disruptions and impacts are reflected throughout the project's records, much of which the Owner should have in its possession. That said, in response to your request, we are providing with this letter further detail supporting the Preliminary Consolidated Claim as submitted, but as noted in that claim and as we note again now, we believe there are additional costs and claims, including those attributable to subcontractors, that may not yet have been identified by Balfour Beatty Construction and presented in the Prelminary Consolidated Claim. We are working to identify those so that a full and final claim can be presented for consideration. In the meantime, we are presenting the attached information (described below) as additional supporting data on the claim.

The additional supporting data on the claim is organized in a manner that provides material that supports both the financial and entitlement components of the Preliminary Consolidated Claim and it consists of the following tabs:

Tab 1 Support for Additional GC Costs incurred during the contract period, which consists of Balflour Beatty Construction's cost report for GCs through August 31, 2017;

Tab 2 Support for Additional GC Costs incurred during the extended period through January 21, 2019, which consists fo Balfour Beatty Construction's cost report for GCs as of January 21, 2019 along with an additional estimate for projected GCs to completion;

Tab 3 Support for Subcontractor Claims that were provided or projected as of the date of the submission of the Preliminary Consolidated Claim, which consists of the actual claims received from subcontractors or notifications of claim amounts pending submission of substantiation;

Tab 4 Support for Change Orders, RCOs and CCDs, which consists of the RCO Log and CCD Tracker;

Tab 5 Support for Contract Balance and Retention, which consists of Pay Applications 43, 44, and 45;

Tab 6 Support for the Builders Risk associated costs, which consists of correspondence to the Owner regarding Builders Risk claims and back-up for those costs;

Tab 7 Support for Entitlement related to Schedule Delays and Impacts, which consists of Balfour Beatty Construction's most recent updated schedule; and,

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Balfour Beatty
Construction

Tab 8 Support for the Entitlement related circumstances and events described in the Preliminary Consolidated Claim which consists of: an RFI Log reflecting RFIs for which responses were late in being provided; a Drawing Log reflecting the number of new sheets added and existing sheets that were modified – all to reflect new design and Owner changes; another Drawing Log to show the number of drawing sheets affected by ASIs and Mods; various "DCI Doing Lists" which were used to track the interior designer and to give the Contractor some understanding as to the changes to the project the interior designer was working on; an "SI Misuse" Log reflecting how the SI process was misused to mask changes that had drastic cost and/or schedule implications rather than utilizing the Modification process which should have been utilized for such changes; an "HMS Delay Notification Log" reflecting certain delay notifications made throughout the course of the project; and, numerous other e-mails, correspondence, logs and other materials supporting the instances, circumstances and events noted in the Preliminary Consolidated Claim as bases for entitlement for recovery of the costs claimed.

Claimants reserve any and all rights and remedies to which they are entitled under the Contract or applicable law and reserve the right to supplement, amend and/or revise in the future any aspect of the Preliminary Consolidated Claim as well as the additional supporting data described above and attached to this letter.

As stated in the Preliminary Consolidated Claim, Balfour Beatty Construction and its subcontractors wish to resolve this matter and these claims with the Owner. We believe that the Owner has received a hotel that far exceeds what was shown on the drawings and described in the specifications, and that the Owner is now operating the hotel for its financial benefit as was intended. It is only fair that the Owner should pay for the direct and indirect costs incurred to upgrade the hotel to a heightened vision, all to deliver this Project to the Owner for its use and the enjoyment of its guests. Throughout the project, Mr. Bennett stated many times that it was always his intention to pay the costs incurred for the work that was performed – and now it is time for Mr. Bennett to meet that commitment.

Sincerely,

BALFOUR BEATTY CONSTRUCTION, LLC

By: _____
David Simonton, V.P.

Cc:
Thomas Ryan, Metropolitan Life Insurance Company
Kim Brown, Library and Associates
Jennifer Faulkinberry, Winford Lindsay Architect
Buck Lindsay, Winford Lindsay Architect

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Section 1 | Additional General Condition Costs Through August 2017

Section 2 | Extended General Costs Through January 2019

Section 3 | Subcontractor Claims

Section 4 | Change Orders/RCO's/CCD's

Section 5 | Contract Balance and Retention

Section 6 | Builders Risk

Section 7 | Schedule

Section 8 | Miscellaneous Entitlement and Related Materials

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Plaintiff Balfour Beatty's Trial Exhibit # 258

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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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Plaintiff Balfour Beatty's Trial Exhibit # 261

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Bundy McDonald
TRIAL LAWYERS

WALTER H. BUNDY
walter@bundymcdonald.com
843-212-0525 (Direct)
843-708-1519 (Cell)

ELECTRONICALLY FILED - 2023 May 12 5:59 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

April 19, 2019

Via US Mail & Email
Winford Lindsay
Winford Lindsay Architect
344 West Pike Street
Lawrenceville, GA 30046
blindsay@LPBatlanta.com

RE: Balfour Beatty Construction v. Library Associates
Consolidated Claim

Dear Mr. Lindsay:

This is to respond to Balfour Beatty Construction's " Consolidated Claim" as presented in letters of January 25, 2019, March 6, 2019 and Volumes 1 thru 4.

Balfour Beatty Construction's Consolidated Claim represents what is referred to in the construction industry as a "mud ball".

It is no more than a confusing and random assemblage of documents, spread sheets and charts having little or no relevance to the terms of the contract, to which there is scant reference.

This claim is governed by the terms of the negotiated contract. The claim's ad hominem assertions against Mr. Bennett and others are irrelevant, distasteful and impede any potential mutual resolution.

Library Associates retained the services of a nationally recognized firm CPMI to analyze the Consolidated Claim at a cost in excess of $45,000.00.

Mark Boe's e-mail of April 18, 2019, attached, explains why BBC's consolidated claim is in my opinion the quintessential "mud ball".

In legal jargon, BBC's Consolidated Claim is a "Total Cost" claim, a legal theory that ignores the terms of a contract, as a matter of law and proof a total cost claim is unavailable to BBC as a theory of recovery in this matter.

I would request that you direct BBC to provide the documents and information in the attached e-mail and present its claim in compliance with the contract, including but not limited to Article 8.3 DELAYS AND EXTENSIONS OF TIME.

Article 8.3 among other things identifies two (2) separate classes of delay with distinct consequences, the consolidated claim ignores this, and other contract claim requirements.

Unless and until Library Associates receives a properly presented and documented Claim that abides by terms of the contract, regrettably it has no choice but to deny the claim in its entirety.

Sincerely,

W.H. Bundy, Jr.

WHB/kjw
Attachment as Noted
cc: *Via Email Only*
Tom Hildebrand
John Linton
Ian Freeman
Joey Floyd
Robert Wylie
Sarah DiFranco
Tracy James
Hamilton Stevens
Don Terry
Michael Wright
Rachel Idgal
Robert Hughes
Ross Appel
Scott Miller
Steele Windlel, III

Via US Mail Only
Spencer Fox, Controller of Trimark Foodcraft, LLC
Joseph Martin, VP of Finance David Allen Company

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Gmail by Google

Walter Bundy <walter@bundymcdonald.com>

FW: Hotel Bennett - BBC Claim

1 message

Mark Boe <mboe@cpmiteam.com> Thu, Apr 18, 2019 at 9:30 AM
To: Walter Bundy <walter@bundymcdonald.com>, Whbundy <whbundy@att.net>, Brent McDonald <brent@bundymcdonald.com>
Cc: Michael D'Onofrio <mdonofrio@cpmiteam.com>, Supriya Panwar <spanwar@cpmiteam.com>

Bill, Brent,

As requested, we have reviewed the Balfour Beatty Construction (BBC) Consolidated Claim (Preliminary). CPMI found the claim to be unsubstantiated by the information provided, and recommends suspending the review until BBC's "full and final claim" is received. There is essentially no part of the claim that offers enough information to explain why it is entitled to what appears to be more than $20 million (the actual amount is not stated), what theories or methodologies it relies on in calculating its claim, and no way for us to verify the allegations and damages, even if they were true.

As examples:

1. Little or no entitlement discussion: the only explanation of BBC's specific claim elements, is in a two page cover letter. The letter makes unsubstantiated statements concerning several issues, but does not provide any specifics. In fact, it makes clear that this is a preliminary statement of claim, and that it is still identifying other claims, including some "attributable to subcontractors." BBC also states that the information is presented as "additional supporting data," of a full and final claim that will be presented in the future. CPMI would expect to see a detailed list of specific allegations, a narrative explanation of why it is entitled to each, and a discussion of how damages flowed from the Owner's actions or inactions, perhaps hundreds of page long. That would normally be accompanied by appropriate support to source documents. BBC's preliminary claim has neither.

2. No Critical Path Delay analysis: The most basic required proof of a delay claim is a Critical Path Method Analysis. BBC requested increased and extended general conditions costs for itself and several subcontractors, but did not provide an analysis to show the causes of the delay. It also made no attempt to account for its own delays.

3. Unsubstantiated and apparently unreviewed subcontractor claims: BBC's claim included more than $9.5 million in subcontractor claims without adequate documentation of entitlement. Significantly, one subcontractor made the previously unheard of, and completely unsubstantiated statement that its labor productivity was greatly impacted by a decrease in height of the building by 120 feet after contract award ("*the Architect was required to 'shrink' the building by approximately 120 feet – after the building was already under construction*."). We are unaware of any decrease in building height after contract award. Such unsubstantiated, and previously unheard allegations should not be presented to the Owner.

4. Failure to support Damages calculations: BBC's claim includes millions of dollars of claims with no substantiation to source documents. BBC makes general claims for subcontractor delay damages without proof.

CPMI's conclusion is that the claim, in its current form, does not have enough information to be reasonably reviewed for entitlement or damages. Assuming a "full and final claim" is provided, there are a number of documents that will be needed through discover. An initial listing would include BBC's electronic P6 schedule files, BBC's cost reports, subcontractor daily reports, change orders, correspondence, and cost report information from subcontractors (for those with claims).

Let Mike or I know if you have any questions.

Mark Boe, P.E., PSP

Vice President

Capital Project Management, Inc.

1777 Sentry Parkway West

VEVA Building 11, Suite 300

Blue Bell, PA 19422

Direct 267-464-1532 | Cell 215-962-9969

cpmiteam.com | vCard

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Plaintiff Balfour Beatty's Trial Exhibit # 263

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From: Buck Lindsay
To: Hildebrand, Jr., Thomas C.
Cc: "Heuer, John"; linton@wgfllaw.com; Ian W. Freeman; jfloyd@brunerpowell.com; Robert Wylie; sdifranco@poynerspruill.com; tjames@lawhssm.com; dterry@smithterrylaw.com; ross@mklawsc.com; smiller@jahlaw.com; awindle@slk-law.com; mew@roblaw.net; igdalr@roblaw.net; rhughes@rhp-law.com; hstevens@lawhssm.com; Walter Bundy; Whbundy; Brent McDonald; "Kathy Wentland"; Byrd, Robert C.; Morris, Taylor M.; Gouin, Kelly J.; "Kathy Wentland"; Heuss, Lauren A.; Kim Brown (kbrown@bennetthospitality.com); "James Clements"; Jennifer Faulkinberry
Subject: RE: Bennett Hotel - Charleston, S.C.
Date: Wednesday, April 24, 2019 8:53:15 AM
Attachments: 1205_001.pdf
1379_001.pdf

*****Caution: External email*****

Mr. Hildebrand - I refer to your letter of April 24th to me and to Bundy McDonald's letter of April 19th to me, both on the subject of delays on the referenced project. I have already responded to that subject in my letter of February 4th, 2019, attached, in which I stated to David Simonton at BBC that I had not been provided with adequate information from BBC to make a determination on BBC's delay claim. I requested that additional information on the delay subject in a few subsequent communications to Simonton, but to date have not receive a useful reply. The second attachment is my March 15th, 2019 publication of the Certificate of Substantial Completion (with February 15th, 2019 as the date of S/C), which in effect discharges our Initial Decision Maker duty on the subject of delays.

Sincerely, Buck Lindsay, architect

From: Hildebrand, Jr., Thomas C. <tomhildebrand@parkerpoe.com>
Sent: Tuesday, April 23, 2019 3:13 PM
To: Buck Lindsay <BLindsay@lpbatlanta.com>
Cc: 'Heuer, John' <JHeuer@Balfourbeattyus.com>; linton@wgfllaw.com; Ian W. Freeman <freeman@wgfllaw.com>; jfloyd@brunerpowell.com; Robert Wylie <rwylie@mullenwylie.com>; sdifranco@poynerspruill.com; tjames@lawhssm.com; dterry@smithterrylaw.com; ross@mklawsc.com; smiller@jahlaw.com; awindle@slk-law.com; mew@roblaw.net; igdalr@roblaw.net; rhughes@rhp-law.com; hstevens@lawhssm.com; Walter Bundy <walter@bundymcdonald.com>; Whbundy <whbundy@att.net>; Brent McDonald <brent@bundymcdonald.com>; 'Kathy Wentland' <kathy@bundymcdonald.com>; Byrd, Robert C. <bobbybyrd@parkerpoe.com>; Morris, Taylor M. <taylormorris@parkerpoe.com>; Gouin, Kelly J. <kellygouin@parkerpoe.com>; Heuss, Lauren A. <laurenheuss@parkerpoe.com>
Subject: FW: Bennett Hotel - Charleston, S.C.
Importance: High

Mr. Lindsay,

I am resending John Heuer's letter with c.c.'s to all persons who were copied with Mr. Bundy's prior letter. Regards, Tom.

Plaintiff Balfour Beatty's Trial Exhibit # 292

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Balfour Beatty Construction

Transmittal

Project [13026000] - Hotel at Marion Square

Date 2/1/2019

Balfour Beatty Construction, LLC
306 Meeting Street, Ste. 300
Charleston, SC 29401

Transmittal No.
13026000-00108

To	Jennifer Faulkinberry Winford Lindsay Architect 344 West Pike Street Lawrenceville, GA 30046 Phone: 770-407-5786 Fax: 770-407-5817	**Date**	2/1/2019
From	Mr. Nick Starcevic (Balfour Beatty Construction, LLC)	**Items listed are being sent**	
Subject	Pay Application #45. OCO 21, OCO 22	☑ Enclosed ☐ Under Separate Cover	
		Via	Hand Delivered

We are transmitting the following to you:

☐ Product Data	☐ Samples	☐ Shop Drawings	☐ O&M Manuals	☐ Plans
☐ Architectural Drawings	☐ Letters	☐ Specifications	☐ Prints	☐ Addenda
☐ Engineering Drawings	☑ Change Orders	☐ Submittal	☑ Pay Application	

Remarks Enclosed is the Following...

1. Pay Application #45 and Notarized Waiver
2. OCO #21
3. OCO #22

Received By	Printed Name	Date

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	45 12/01/2018 12/31/2018
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			
Change Orders approved in previous months by Owner		ADDITIONS	DEDUCTIONS
TOTAL		$ 5,637,169.14	
Approved this Month			
No.	Date Approved		
21	01/01/2019	$175,189.17	
22	01/01/2019	$ 81,361.68	
TOTALS		$ 256,550.85	$ -
Net change by Change Orders:		$ 5,893,719.99	

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: 1/28/19

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**		$ 5,893,719.99
3. **CONTRACT SUM TO DATE (Line 1 + 2)**		$ 65,238,466.99
4. **TOTAL COMPLETED & STORED TO DATE** (Column G on G703)		$ 64,961,774.45
5. **RETAINAGE:**		
a. Completed Work	$ 0.00	
b. Stored Materials	$ 0.00	
Total Retainage (Line 5a + 5b or Total in Column J of G703)		$ 0.00
6. **TOTAL EARNED LESS RETAINAGE** (Line 4 less Line 5 Total)		$ 64,961,774.45
7. **LESS PREVIOUS CERTIFICATES FOR** PAYMENT (Line 6 from prior Certificate)		$ 62,491,299.73
8. **CURRENT PAYMENT DUE**		$ 2,470,474.72
9. **BALANCE TO FINISH, PLUS RETAINAGE** (Line 3 less Line 6)		$ 276,692.54

State of: South Carolina County of: Charleston

Subscribed and sworn to before me this 28th day of January 2019

Notary Public: Nicholas Wagener

My commission expires: 07/22/2026

NICHOLAS WAGENER 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

R - 4400

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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 45
PERIOD FROM 12/01/2018
PERIOD TO 12/31/2018

A	B		C				D	E	F	G	H	I	J
			COMMITMENT VALUES				WORK COMPLETED			TOTAL			
LINE	WORK DESCRIPTION		ORIGINAL AMOUNT -1-	CHANGE ORDERS -2-	BUDGET TRANSFERS	CURRENT AMOUNT -3-	FROM PREVIOUS APPLICATION	THIS PERIOD	STORED MATERIALS	COMPLETE AND STORED TO DATE (D + E)	% COMPLETE (G/C3)	BALANCE TO FINISH (C3 -G)	RETAINAGE
1	G/C'S	GENERAL CONDITIONALS (28 months)	3,216,855.00		105,219.01	3,322,074.01	3,280,417.00	41,657.01	-	3,322,074.01	100.0%	-	-
2													
3		SUBCONTRACTS / COST OF WORK											
4	GENERAL												
5	00A	STAGING AND LOGISTICS	821,074.00			821,074.00	818,624.16	-	-	818,624.16	99.7%	2,449.84	-
6	01A	GENERAL TRADES	875,833.00		(80,315.16)	795,517.84	704,703.92	-	-	704,703.92	88.6%	90,813.92	-
7	SITE												
8	02A	SITEWORK	1,632,494.00		78,467.03	1,710,961.03	1,671,463.16	39,497.87	-	1,710,961.03	100.0%	-	-
9	02J	HARDSCAPE, LANDSCAPE & IRRIGATION	317,316.00		14,040.00	331,356.00	331,356.00	-		331,356.00	100.0%	-	-
10	02K	SITE DEMOLTION ALLOWANCE	80,000.00		(22,490.73)	57,509.27	57,509.27	-	-	57,509.27	100.0%	-	-
11	STRUCTURE												
12	02L	DEEP FOUNDATIONS	2,228,614.00		(450,336.00)	1,778,278.00	1,778,278.00	-	-	1,778,278.00	100.0%	-	-
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%	-	-
14	04A	MASONRY- CMU & CAST STONE	2,378,350.00		192,639.23	2,570,989.23	2,560,720.67	-	-	2,560,720.67	99.6%	10,268.56	-
15	05A	MISC. METALS	2,474,750.00		(301,598.35)	2,173,151.65	2,037,369.81	22,290.20	-	2,059,660.01	94.8%	113,491.64	-
16	SHELL												
17	07A	ROOFING	855,698.00		234,206.00	1,089,904.00	1,078,231.53	-	-	1,078,231.53	98.9%	11,672.47	-
18	07B	WATERPROOFING/ CAULKING	742,900.00		50,409.40	793,309.40	778,447.71	-	-	778,447.71	98.1%	14,861.69	-
19	07E	STUCCO	913,038.00		442,246.36	1,355,284.36	1,353,206.90	-	-	1,353,206.90	99.8%	2,077.46	-
20	007F	FIREPROOFING	7,580.00		(7,580.00)	-	-	-	-	-	#DIV/0!	-	-
21	07X	FIRESTOPPING	20,000.00		(20,000.00)	-	-	-	-	-	#DIV/0!	-	-
22	08F	GLASS (Hopes Jamestown Painted Steel Storefront)	1,283,597.00		$ 62,804.00	1,346,401.00	1,332,271.61	-	-	1,332,271.61	99.0%	14,129.39	-
23	08H	INTERIOR GLAZING	1,154,577.00		1,137,862.50	2,292,439.50	2,282,201.88	-	-	2,282,201.88	99.6%	10,237.62	-
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												
27	04A	MASONRY- INTERIOR CAST STONE	250,000.00		(166,756.00)	83,244.00	83,244.00	-	-	83,244.00	100.0%	-	-
28	05A	INTERIORS ORNAMENTAL METALS	230,000.00		(180,000.00)	50,000.00	-	-	-	-	0.0%	50,000.00	-
29	06A	ROUGH CARPENTRY	211,677.00		52,970.12	264,647.12	264,647.12	-	-	264,647.12	100.0%	-	-
30	08D	DOORS, FRAMES, AND HARDWARE	1,606,746.00		300,335.89	1,907,081.89	1,745,443.34	161,638.55	-	1,907,081.89	100.0%	-	-
31	08R	SPECIAL DOORS	359,997.00		(126,161.12)	233,835.88	153,837.00	-	-	153,837.00	65.8%	79,998.88	-
32	08X	SMOKE CONTAINMENT BARRIER	13,353.00		120,272.00	133,625.00	131,970.00	-	-	131,970.00	98.8%	1,655.00	-
33	09A	METAL STUD FRAMING & DRYWALL / ACCOUSTICAL CEILINGS	3,717,093.00		816,412.32	4,533,505.32	4,525,377.32	8,128.00	-	4,533,505.32	100.0%	-	-
34	10A	SPECIALTIES	606,681.00		96,291.15	702,972.15	531,802.15	171,170.00	-	702,972.15	100.0%	-	-
35	10C	OPERABLE PARTITIONS	83,437.00			83,437.00	83,437.00	-	-	83,437.00	100.0%	-	-
36	11A	EQUIPMENT (PARKING LIFTS)	481,755.00		(44,038.00)	437,717.00	400,602.20	-	-	400,602.20	91.5%	37,114.80	-
37	11B	KITCHEN EQUIPMENT	-	-	1,016,066.17	1,016,066.17	1,016,066.17	-	-	1,016,066.17	100.0%	-	-
38	13A	POOL	365,864.00		(54,064.00)	311,800.00	311,800.00	-	-	311,800.00	100.0%	-	-
39	14A	ELEVATORS	1,475,219.00		192,905.00	1,668,124.00	1,668,124.00	-	-	1,668,124.00	100.0%	-	-
40	14B	WHEEL CHAIR LIFT	15,000.00		(15,000.00)	-	-	-	-	-	#DIV/0!	-	-
41													
42	MEP												-
43	15B	HVAC & PLUMBING	8,018,142.00		729,093.32	8,747,235.32	8,727,219.14	-	-	8,727,219.14	99.8%	20,016.18	-
44	15D	FIRE PROTECTION	466,920.00			466,920.00	466,151.88	-	-	466,151.88	99.8%	768.12	-
45	16A	ELECTRICAL	3,963,792.00		612,076.49	4,575,868.49	4,575,868.49	-	-	4,575,868.49	100.0%	-	-
46	FINISHES												
47	06B	FINISH CARPENTRY & CUSTOM MILLWORK	2,105,485.00	-	879,823.90	2,985,308.90	2,964,794.90	5,844.00	14,670.00	2,985,308.90	100.0%	-	-
48	09B	FLOORING	397,147.00	-	22,510.00	419,657.00	415,734.00	-	-	415,734.00	99.1%	3,923.00	-
49	09D	PAINTING & WALLCOVER	619,814.00		498,286.78	1,118,100.78	1,059,122.77	58,978.01	-	1,118,100.78	100.0%	-	-
50	09E	STONE & HARD TILE	3,568,850.00	-	21,977.68	3,590,827.68	3,572,304.68	-	-	3,572,304.68	99.5%	18,523.00	-
51	OCO 1	RCO 1, RCO 4, RCO 5, RCO 6, RCO 8, RCO 10, RCO 12	-	274,953.15	(274,953.15)	-	-	-	-	-	-	-	-
52	OCO 2	RCO 3, RCO 7, RCO 11, RCO 15, RCO 32,	-	80,241.74	(80,241.74)	-	-	-	-	-	-	-	-
53	OCO 3	RCO 14, RCO 27R1, RCO 9R1, RCO 20R1	-	1,048,791.54	(1,048,791.54)	-	-	-	-	-	-	-	-
54	OCO 4	RCO 17R1, RCO 40	-	12,874.68	(12,874.68)	-	-	-	-	-	-	-	-
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)	-	-	-	-	-	-	-	-
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)	-	-	-	-	-	-	-	-
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 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)	-	-	-	-	-	-	-	-
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		1,156,837.97	(1,156,837.97)	-	-	-	-	-	-	-	-
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 218, RCO 220		340,037.37	(340,037.37)	-	-	-	-	-	-	-	-
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 229, RCO 230R2, RCO 232, RCO 234		169,340.91	(169,340.91)	-	-	-	-	-	-	-	-
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		56,610.72	(56,610.72)	-	-	-	-	-	-	-	-
65	OCO 15R1	Construction Change Directive - July Draw		66,756.76	(66,756.76)		-	-	-	-	-	-	-
66	OCO 16R3	RCO 49R4, RCO 057, RCO 182.4, RCO 219, RCO 225, RCO 241, RCO 242		201,763.27	(201,763.27)	-	-	-	-	-	-	-	-
67	OCO 17R2	Construction Change Directives - August Draw		52,930.00	(52,930.00)	-	-	-	-	-	-	-	-

R - 4401

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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 45
PERIOD FROM 12/01/2018
PERIOD TO 12/31/2018

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)	
68	OCO 18	Construction Change Directive - September Draw		60,730.61	(60,730.61)	-	-	-	-	-	-	-	-
69	OCO 19	Construction Change Directive - October Draw		27,603.82	(27,603.82)	-	-	-	-	-	-	-	-
70	OCO 20	Construction Change Directive - November Draw		54,032.34	(54,032.34)	-	-	-	-	-	-	-	-
71	OCO 21	Condstruction Change Directive - December Draw		165,272.80	(165,272.80)	-	-	-	-	-	-	-	-
72	OCO 22	RCO 141R1, RCO 212R1, RCO 246R1, RCO 252, RCO 256, RCO 257, RCO 259, RCO 263R1, RCO 265		76,786.14	(44,095.17)	32,690.97	-	-	-	-	-	32,690.97	-
		SUBTOTAL	55,649,938.00	5,597,517.44	66,741.45	61,314,196.89	60,263,630.71	509,203.64	14,670.00	60,787,504.35	99.1%	526,692.54	-
69		CONSTRUCTION CONTINGENCY (2.25%)	1,060,688.00	-	(66,741.45)	993,946.55	993,946.55	-	-	993,946.55	100.0%	-	-
70		SPECIALTY SPACE SUPERVISION - NBM	100,000.00	-	-	100,000.00	100,000.00	-	-	100,000.00	100.0%	-	-
71		GENERAL LIABILITY INSURANCE (1%)	595,280.00	60,724.35	-	656,004.35	653,486.93	2,517.42	-	656,004.35	100.0%	-	-
72		SUBGUARD (1.25%)	670,160.00	75,157.27	-	745,317.27	742,291.53	3,025.74	-	745,317.27	100.0%	-	-
		SUBTOTAL	58,076,066.00	5,733,399.06	(0.00)	63,809,465.06	62,753,355.72	514,746.80	14,670.00	63,282,772.52	99.2%	526,692.54	-
73		FEE (2.5%)	1,451,902.00	160,320.93		1,612,222.93	1,603,274.18	8,948.75	-	1,612,222.93	100.0%	-	-
		TOTAL CONSTRUCTION COST	59,527,968.00	5,893,719.99	(0.00)	65,421,687.99	64,356,629.90	523,695.55	14,670.00	64,894,995.45	99.2%	526,692.54	-
74		PRECONSTRUCTION FEE	66,779.00			66,779.00	66,779.00	-	-	66,779.00	100.0%	-	-
		TOTAL COST WITH PRECON	59,594,747.00	5,893,719.99	(0.00)	65,488,466.99	64,423,408.90	523,695.55	14,670.00	64,961,774.45	99.2%	526,692.54	-
75		BUYOUT REDUCTION CONTRIBUTION	(250,000.00)			(250,000.00)				-	0.0%	(250,000.00)	-
		GRAND TOTAL	59,344,747.00	5,893,719.99	(0.00)	65,238,466.99	64,423,408.90	523,695.55	14,670.00	64,961,774.45	99.6%	276,692.54	-

R - 4402

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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 $2,470,474.72 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 18, 49R2, 57, 59, 80, 82, 88, 100R2, 102, 103, 106, 112, 115, 118, 122, 123, 129, 130, 131, 132, 134, 136, 140, 141, 143, 144, 146, 148, 150, 151, 152, 153, 154, 156, 158, 159, 160, 161, 162, 163, 164, 166, 167, 168, 169, 171, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189R1, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 228, 229, 230, 231, 232, 233, 234, 236, 238, 240, 241, 242, 244, 245, 246, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 266, 267, 268, as well as Open and/or Pending Change Orders, Claims, or Delays as identified but not limited to the attached Exhibit "XX" HMS Master Request for Change Order Log dated December 31, 2018.

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 31 day of December 2018, excluding the items identified herein above, if any.

The current Contract Sum is: $ 65,238,466.99
The cumulative amount paid to Contractor to date is: $ 59,994,390.35

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 28 day of January, 2019.

Signed, sealed and delivered
in the presence of:

Nicholas Wegener
Signature
Nicholas Wegener
Print Name

STATE OF SC

COUNTY OF Charleston

NICHOLAS WEGENER
COM. EXP.
NOTARY
PUBLIC
07/22/2026
SOUTH CAROLINA

Balfour Beatty Construction, LLC
a Delaware limited liability company

Signature
Nick Starcevic, Project Manager
Print Name & Title

The foregoing instrument was acknowledged before me this 28th day of January, 2019, by Starcevic, Nick 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.

NOTARY PUBLIC, STATE OF SC
My Commission Expires: 07/22/2026

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Owner Change Order

Owner	X
Architect	X
Contractor	X
Field	
Other	

Project:
Hotel at Marion Square

Change Order Number: 021

Change Order Date: 1/2/2019

To Contractor: (*Name and address*):
Balfour Beatty Construction, LLC
306 Meeting Street, Ste. 300

Charleston, SC 29401

Architect's Project No: Owner Agreement
Contract Date:

The Contract is changed as follows:

Work performed on Construction Change Directive's to be billed in OCO 021.

Construction Change Directive 002 – Black Out Windows	$85.87
Construction Change Directive 006 – Stair 4	$1,527.31
Construction Change Directive 007 – Dining Outlets	$38,901.00
Construction Change Directive 008 – Manager's Apartment	$15,451.78
Construction Change Directive 009 – 1st Floor Casework	$11,052.62
Construction Change Directive 018 –Rooftop Bar T Stat Relocation	$215.18
Construction Change Directive 022 - Patisserie Back Counter Shelf	$3,828.04
Construction Change Directive 025 – FCU Relocation in Electrical Room	$107.06
Construction Change Directive 026 – Telkonet T Stat Changes	$4,090.54
Construction Change Directive 027 – Garage Ramp Ceiling	$1,571.98
Construction Change Directive 028 – Support for DAS System	$308.46
Construction Change Directive 031 – Transformer and Service Yard Screen Wall	$731.40
Construction Change Directive 033 – Rooftop Lobby Bar Revised Millwork	$1,603.11
Construction Change Directive 034 – Grilles	$1,207.33
Construction Change Directive 035 – Plynth	$107.06
Construction Change Directive 036 – Shutter Revisions	$73,343.52
Construction Change Directive 037 – Tub Lights	$9,814.54
Construction Change Directive 038 – Cobbles and Irrigation	$495.02
Construction Change Directive 039 – Wine Cooler	$5,089.06
Construction Change Directive 044 – Pool Equipment Revisions	$4,667.18
Construction Change Directive 045 – Spa Thermostat Location Change	$215.18
Construction Change Directive 046 – DOL Requirements	$775.92
Subtotal	$165,272.80
Markups	$9,916.37
Owner Change Order 021 Total	$175,189.17

The original Contract Sum was	$59,344,747.00
Net change by previously authorized Change Orders	$5,637,169.14
The Contract Sum prior to this Change Order was	$64,981,916.14
The Contract Sum will be increased by this Change Order in the amount of	$175,189.17
The new Contract Sum including this Change Order will be	$65,157,105.31
The Contract Time will be increased / decreased	0 days

The date of Substantial Completion as of the date of this Change Order therefore is 8/19/2017

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

ARCHITECT *(Firm name)*	CONTRACTOR *(Firm name)*	OWNER *(Firm name)*
Winford Lindsay Architect	**Balfour Beatty Construction, LLC**	**Library Associates, LLC**
344 West Pike Street	1930 Camden Road Suite 280	17 Lockwood Drive
Lawrenceville, GA 30046	Charlotte, NC 28203	Charleston, SC 29401
ADDRESS	ADDRESS	ADDRESS
BY *(Signature)*	BY *(Signature)*	BY *(Signature)*
(Typed name) Jennifer Faulkinberry	*(Typed name)* Nick Starcevic	*(Typed name)* Kim Brown
DATE _____	DATE 1/21/19	DATE _____

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Owner Change Order

Owner	X
Architect	X
Contractor	X
Field	
Other	

Project:
Hotel at Marion Square

To Contractor: (*Name and address*):
Balfour Beatty Construction
306 Meeting Street, Ste. 300
Charleston, SC 29401

Change Order Number: 022

Change Order Date: 1/9/2019

Architect's Project No: Owner Agreement
Contract Date:

The Contract is changed as follows:

*141R1 - Bar 148 Casework Revisions	$2,566.26
*212R1 - Robert Thomas Decorative Brackets	$21,253.00
*246R1 - SI 67 Elevator Cab Finishes	$2,185.72
252 - SCEG Light Poles	$20,909.43
256 - 2nd Floor Added Soffit	$1,386.48
257 - Triangle Panel Molding	$1,479.76
*259 - Hudson Street Strom Drain Repair	$22,162.48
263R1 - Mirrored Bar Door Paint and Prep	$8,338.41
265 - Ballroom Light Trim Rings	$1,080.14
Subtotal	$76,786.14
Markups	$4,575.54
Owner Change Order 022 Total	$81,361.68

*These RCOs were marked up by the owner for values less than submitted. We dispute these amounts and expressly reserve our right to claim the disputed amount. Only the undisputed amounts are included in this OCO.

The original Contract Sum was	$59,344,747.00
Net change by previously authorized Change Orders	$5,812,358.31
The Contract Sum prior to this Change Order was	$65,157,105.31
The Contract Sum will be increased by this Change Order in the amount of	$81,361.68
The new Contract Sum including this Change Order will be	$65,238,466.99
The Contract Time will be increased / decreased	TBD

The date of Substantial Completion as of the date of this Change Order therefore is TBD

NOTE: This Change Order addresses those requests for costs and/or time associated with the Construction Change Directive and Request for Change (RCO) referenced above which are undisputed: however, this change order does not resolve related requests for costs and/or time which remain in dispute, and those requests are strictly reserved.
NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

ARCHITECT *(Firm name)*	CONTRACTOR *(Firm name)*	OWNER *(Firm name)*
Winford Lindsay Architect	**Balfour Beatty Construction**	**Library Associates, LLC**
344 West Pike Street	1930 Camden Road Suite 280	17 Lockwood Drive
Lawrenceville, GA 30046	Charlotte, NC 28203	Charleston, SC 29401
ADDRESS	ADDRESS	ADDRESS
BY *(Signature)*	BY *(Signature)*	BY *(Signature)*
(Typed name) Jennifer Faulkinberry	*(Typed name)* Nick Starcevic	*(Typed name)* Kim Brown
DATE	DATE 1/21/19	DATE

Balfour Beatty
Construction

October 19, 2018

Ms. Kim Brown
Library Associates, LLC
17 Lockwood Drive
Charleston, SC 29401

Project: Hotel at Marion Square

Re: Request for Change Order # 212R1
Use Robert Thomas for Decorative Brackets_Revised

Dear Ms. Brown:

We are submitting, herewith, our Request for Change Order # 212R1 in the amount of ~~Twenty-nine thousand eight hundred eighty-one~~ ($21,253.00 provide additional work in accordance with the following qualifications:

- ~~Use owner's preferred bracket vendor at L6 Canopies~~. Includes 50 additional brackets and 1 mock up bracket already fabricated as directed by Jim Clements. As Approved by City of Charleston BAR
- Acceptance of this change order means acceptance of the subcontractor's terms including but not limited to 60% initial down payments to release fabrication. 30% due upon substantial completion and final 10% due upon installation.
- No retention held.
- Credit included for installation of the eyebrow brackets. Per Ruling of WLA ~~No credit given for material because they are fabricated and will be turned over to at substantial completion. Brackets were fabricated and released per approved shop drawings "Reviewed 05 700-01 Ornamental Iron Work Shop Drawings.pdf"~~
- BBC support during installation included.

This Change Order Request addresses those requests for costs and/or time associated with the Construction Change Directive and Change Order Request(s) referenced above which are undisputed; however, this Change Order does not resolve related requests for costs and/or time which remain in dispute, and those requests are expressly reserved. This proposal covers only the changes to the specific work as set fourth in the attached proposal breakout. Changes in the work and associated price adjustments other than those noted in our proposal are not included. Pricing included in this proposal is valid for fourteen (14) days.

Please contact me with any questions regarding this request for Change Order.

Sincerely,

Nick Starcevic
Project Manager

cc:
Jennifer Faulkinberry
Jim Clements
Marty Wall

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Balfour Beatty
Construction

David Simonton
Tim Spano
Shanti Pieniak

RCO # 212R1 – File
Reviewed 05 700-01 Ornamental Iron Work Shop Drawings.pdf
Estimate_1130_from_Robert_Thomas_Iron_Design (1).pdf

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Balfour Beatty
Construction

Hotel at Marion Square

Request for Change Order # 212R1– Use Robert Thomas for Decorative Brackets_Revised

The additional work for the **Use Robert Thomas for Decorative Brackets_Revised** by Balfour Beatty Construction is hereby approved:

#	Budget Code	Description	Total
1	400.50523000.40	Use Robert Thomas for	$27,050.00
2	~~400.50523000.40~~	Per WLA credit $4K material and $3K labor	-$7,000
3		~~BBC Supervision~~	~~$2,640.00~~

Total Items	~~$28,190.00~~	$20,050.00
Total Markups	~~$1,691.41~~	$ 1,203.00
RCO Total	**$21,253.00**	

Please indicate your acceptance and approval of this additional work in the space provided below.

Authorization Granted by: _____ Date: 11·1·2018
Kim Brown, Library Associates, LLC

RCO# 212R1

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Balfour Beatty
Construction

July 26, 2018

Ms. Kim Brown
Library Associates, LLC
17 Lockwood Drive
Charleston, SC 29401

Project: Hotel at Marion Square

Re: Request for Change Order # 141R2
Supplemental Instruction 046 Bar 148 Casework Revision

Dear Ms. Brown:

We are submitting, herewith, our Request for Change Order # 141R2 in the amount of Two thousand five hundred sixty-six ($2,566.26) to provide additional work in accordance with the following qualifications:

Add paint grade sculpted front panels at Lobby Bar 148. CNC carved panels as shown on detail 5 and 6 of sheet ID993.6 and elevation B on sheet ID-993.5.

Revision 02 – Provide material credit for prefinished Mozambique veneer panels at the bar face.

This proposal covers only the changes to the specific work as set fourth in the attached proposal breakout. Changes in the work and associated price adjustments other than those noted in our proposal are not included. Pricing included in this proposal is valid for thirty (30) days.

Please contact me with any questions regarding this request for Change Order.

Sincerely,

*This is the correct value that includes the credit.

Alec Dooley
Assistant Project Manager

cc:
Jim Clements
Jennifer Faulkinberry
Melissa Pense
Marty Wall
Woody Faust
Nick Starcevic
David Simonton

RCO # 141R2 - File

ELECTRONICALLY FILED - 2023 May 12 6:54 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Balfour Beatty
Construction

Hotel at Marion Square

Request for Change Order # 141R2– Supplemental Instruction 046 Bar 148 Casework Revision

The additional work for the **Supplemental Instruction 046 Bar 148 Casework Revision** by Balfour Beatty Construction is hereby approved:

#	Budget Code	Description	Total
1	400.50640000.40	Supplemental Instruction 046 Millwork Revision	$2,915.00
2	400.50640000.40	Supplemental Instruction 046 Millwork Revision	($494.00)

Total Items	$2,421.00
Total Markups	$145.26
RCO Total	$2,566.26

The total Cost to perform the work as described above is an ADD of Two thousand five hundred sixty-six ($2,566.26).

Please indicate your acceptance and approval of this additional work in the space provided below.

Authorization Granted by: _____ Date: _____
Kim Brown, Library Associates, LLC

RCO# 141R2

ELECTRONICALLY FILED - 2023 May 12 6:54 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Balfour Beatty
Construction

September 13, 2017

Ms. Kim Brown
Library Associates, LLC
17 Lockwood Drive
Charleston, SC 29401

Project: Hotel at Marion Square

Re: Request for Change Order # 141R1
Supplemental Instruction 046 Bar 148 Casework Revision

Dear Ms. Brown:

We are submitting, herewith, our Request for Change Order # 141R1 in the amount of ~~Two thousand nine hundred fifteen ($2,915.00)~~ 2,338.36 to provide additional work in accordance with the following qualifications:

> Add paint grade sculpted front panels at Lobby Bar 148. CNC carved panels as shown on detail 5 and 6 of sheet ID 993.6 and elevation B on sheet ID 993.5.

This proposal covers only the changes to the specific work as set fourth in the attached proposal breakout. Changes in the work and associated price adjustments other than those noted in our proposal are not included. Pricing included in this proposal is valid for thirty (30) days.

Please contact me with any questions regarding this request for Change Order.

Sincerely,

Alec Dooley
Assistant Project Manager

cc:
Melissa Pense
Marty Wall
Jim Clements
Jennifer Faulkinberry
Woody Faust
Nick Starcevic
Tim Spano
David Stanton

RCO # 141R1 - File

ELECTRONICALLY FILED - 2023 May 12 6:54 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Balfour Beatty
Construction

Hotel at Marion Square

Request for Change Order # 141R1– Supplemental Instruction 046 Bar 148 Casework Revision

---

The additional work for the **Supplemental Instruction 046 Bar 148 Casework Revision** by Balfour Beatty Construction is hereby approved:

#	Budget Code	Description	Total
1	400.50640000.40	Supplemental Instruction 046 Millwork Revision	$2.781.00

Total Items	~~$2.781.00~~	2700
Total Markups	~~$134.00~~	<494>
RCO Total	~~$2.915.00~~	2,206
		132.36
		$2,338.36

The total Cost to perform the work as described above is an ADD of Two thousand nine ~~hundred fifteen~~ ($2.915.00).

Please indicate your acceptance and approval of this additional work in the space provided below.

Authorization Granted by: K. R. Date: 9.6.2018
Kim Brown, Library Associates, LLC

RCO# 141R1

ELECTRONICALLY FILED - 2023 May 12 6:54 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

ELECTRONICALLY FILED - 2023 May 12 6:54 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Bar 148
- Added paint grade sculpted front panels
- Labor to re-design bar per new details

RAW MATERIAL & MANUFACTURING = $1,862.00

INSTALL LABOR = $486.00

15% MARK-UP = $352.00

KBB 9/6/2019

Balfour Beatty
Construction

January 11, 2018

Ms. Kim Brown
Library Associates, LLC
17 Lockwood Drive
Charleston, SC 29401

Project: Hotel at Marion Square

Re: Request for Change Order # 212
Use Robert Thomas for Decorative Brackets

Dear Ms. Brown:

We are submitting, herewith, our Request for Change Order # 212 in the total Cost to perform the work as described above is an ADD of Sixteen thousand eight hundred fifty-four ($16,854.00)

~~Use owner's preferred vendor brackets at L6 Canopies. Acceptance of this change releases BBC of any performance and~~ coordination issues, delays, punch, specifications adherence for the L6 canopy brackets. This change order is strictly per an owner request to use Robert Thomas and does not match the contract documents nor is it a contractor we have a relationship with. Any additional costs from Robert Thomas are not included, only what is strictly included in his proposal. ~~Credit for installation only of the eyebrow brackets in included.~~

~~This Change Order Request addresses those requests for costs and/or time associated with the Construction~~ Change Directive and Change Order Request(s) referenced above which are undisputed; however, this Change Order does not resolve related requests for costs and/or time which remain in dispute, and those requests are expressly reserved. This proposal covers only the changes to the specific work as set fourth in the attached proposal breakout. Changes in the work and associated price adjustments other than those noted in our proposal are not included. Pricing included in this proposal is valid for thirty (30) days.

Please contact me with any questions regarding this request for Change Order.

Sincerely,

Nick Starcevic
Project Manager

cc:
Jennifer Faulkinberry
Marty Wall
Jim Clements
David Stanton
David Simonton
Tim Spano
Alec Dooley
RCO # 212 - File

ELECTRONICALLY FILED - 2023 May 12 6:54 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Balfour Beatty
Construction

October 19, 2018

Ms. Kim Brown
Library Associates, LLC
17 Lockwood Drive
Charleston, SC 29401

Project: Hotel at Marion Square

Re: Request for Change Order # 212R1
Use Robert Thomas for Decorative Brackets_Revised

Dear Ms. Brown:

We are submitting, herewith, our Request for Change Order # 212R1 in the amount of ~~Twenty-nine thousand eight hundred eighty-one~~ ($21,253.00 provide additional work in accordance with the following qualifications:

- ~~Use owner's preferred bracket vendor at L6 Canopies~~. Includes 50 additional brackets and 1 mock up bracket already fabricated as directed by Jim Clements. As Approved by City of Charleston BAR
- Acceptance of this change order means acceptance of the subcontractor's terms including but not limited to 60% initial down payments to release fabrication. 30% due upon substantial completion and final 10% due upon installation.
- No retention held.
- Credit included for installation of the eyebrow brackets. Per Ruling of LLA ~~No credit given for material because they are fabricated and will be turned over to at substantial completion. Brackets were fabricated and released per approved shop drawings "Reviewed 05-700-01 Ornamental Iron Work Shop Drawings.pdf"~~
- BBC support during installation included.

This Change Order Request addresses those requests for costs and/or time associated with the Construction Change Directive and Change Order Request(s) referenced above which are undisputed; however, this Change Order does not resolve related requests for costs and/or time which remain in dispute, and those requests are expressly reserved. This proposal covers only the changes to the specific work as set fourth in the attached proposal breakout. Changes in the work and associated price adjustments other than those noted in our proposal are not included. Pricing included in this proposal is valid for fourteen (14) days.

Please contact me with any questions regarding this request for Change Order.

Sincerely,

Nick Starcevic
Project Manager

cc:
Jennifer Faulkinberry
Jim Clements
Marty Wall

ELECTRONICALLY FILED - 2023 May 12 6:54 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Balfour Beatty
Construction

Hotel at Marion Square

Request for Change Order # 212R1– Use Robert Thomas for Decorative Brackets_Revised

The additional work for the **Use Robert Thomas for Decorative Brackets_Revised** by Balfour Beatty Construction is hereby approved:

#	Budget Code	Description	Total
1	400.50523000.40	Use Robert Thomas for	$27,050.00
2	~~400.50523000.40~~	Per WLA credit $4K material and $3K labor	-$7,000
3		~~BBC Supervision~~	~~$2,640.00~~

Total Items	~~$28,190.00~~	$20,050.00
Total Markups	~~$1,691.41~~	$ 1,203.00
RCO Total	**$21,253.00**	

Please indicate your acceptance and approval of this additional work in the space provided below.

Authorization Granted by: _____ Date: 11·1·2017
Kim Brown, Library Associates, LLC

RCO# 212R1

ELECTRONICALLY FILED - 2023 May 12 6:54 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Balfour Beatty
Construction

* disputed final amount

September 4, 2018

Ms. Kim Brown
Library Associates, LLC
17 Lockwood Drive
Charleston, SC 29401

Project: Hotel at Marion Square

Re: Request for Change Order # 246R1
SI 67 Elevator Cab Finishes

Dear Ms. Brown:

KB Two thousand one hundred

We are submitting, herewith, our Request for Change Order # 246R1 in the amount of ~~Thirty-one thousand one hundred fifty-seven ($31,157.12)~~ to provide additional work in accordance with the following qualifications:

[illegible] $2,185.72 KB

Balfour Beatty to provide elevator cab finishes as shown on sheet ID-903.2 issued in Supplemental Instructions 067.

- SI 67 – Millwork Revisions - **$1,558.00**
  - Add ¾"x4" crown backer board (D/903.2)
  - Add ¾"x2-7/8" ceiling casing (9/993.1)
  - All trim to be prefinished pecky cypress.
- SI 67 – Electrical Revisions - ~~$27,331.00~~ KB
  - Furnish and install 32 D1 Luna 1 down lights (8 at each elevator cab) per Supplemental Instruction 067.
  - Furnish and install tape lighting above prefinished crown at each elevator cab per Supplemental Instruction 067
- SI 67 – Revised Handrail Finish - **$1,995.00**
  - Credit Gold/Bronze Satin handrail. *($6,510.00)*
  - Add Oxidized Bronze handrail to match Gunderlin sample. *$8,505.00*
- MOD 1 – Elevator Cab Millwork Reduction – **($1,491.00)**
  - Reduced and revised panel layout.
  - Delete wood chair rail.

Qualifications: This cost keeps the elevator cab tile to be in a grid pattern and *not* diagonally cut as shown on SI 67. ~~This change order does not address special finishes in the elevator cab.~~ This cost assumes that voltage coordination for the additional lighting fixtures has been performed by the Engineer of record. KB

~~This Change Order Request addresses those requests for costs and/or time associated with the Construction Change Directive and Change Order Request(s) referenced above which are undisputed; however, this Change Order does not resolve related requests for costs and/or time which remain in dispute, and those requests are expressly reserved. This proposal covers only the changes to the specific work as set fourth in the attached proposal breakout. Changes in the work and associated price adjustments other than those noted in our proposal are not included. Pricing included in this proposal is valid for thirty (30) days.~~ KB

ELECTRONICALLY FILED - 2023 May 12 6:54 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Balfour Beatty
Construction

Please contact me with any questions regarding this request for Change Order.

Sincerely,

Alec Dooley
Assistant Project Manager

cc:
Melissa Pense
Marty Wall
Jennifer Faulkinberry
Jim Clements
Woody Faust
David Simonton
Nick Starcevic

RCO # 246R1 - File

ELECTRONICALLY FILED - 2023 May 12 6:54 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Balfour Beatty
Construction

Hotel at Marion Square

Request for Change Order # 246R1– SI 67 Elevator Cab Finishes

The additional work for the **SI 67 Elevator Cab Finishes** by Balfour Beatty Construction is hereby approved:

#	Budget Code	Description	Total
1	400.50640000.40	SI 67 Added Elevator Trim	$1,558.00
2	400.51600000.40	SI 67 - Electrical Revisions	~~$27,331.51~~ KB
3	400.51420000.40	SI 67 Elevator Handrail Revision	$1,995.00
4	400.50640000.40	LCCM MOD 1 Elevator Cab Finishes	($1,491.00)

Total Items	~~$29,393.51~~	2,062.00
Total Markups	$1,763.61	123.72
RCO Total	$31,157.12	
	KB	$2,185.72

The total Cost to perform the work as described above is an ADD of Thirty-one thousand one hundred fifty-seven ($31,157.12).

Please indicate your acceptance and approval of this additional work in the space provided below.

Authorization Granted by: _____ Date: _____
Kim Brown, Library Associates, LLC

RCO# 246R1

ELECTRONICALLY FILED - 2023 May 12 6:54 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Balfour Beatty
Construction

August 14, 2018

Ms. Kim Brown
Library Associates, LLC
17 Lockwood Drive
Charleston, SC 29401

Project: Hotel at Marion Square

Re: Request for Change Order # 252
Revised SCEG Site Lighting

Dear Ms. Brown:

We are submitting, herewith, our Request for Change Order # 252 in the amount of Twenty thousand nine hundred nine ($20,909.43) to provide additional work in accordance with the following qualifications:

Contractor to provide added and revised street lighting per the SCEG plan plotted 2/1/18. This cost is specifically inclusive of the following:

- 2" conduit with pull string to handhole boxes.
- Installation of (8) new light pole bases located per SCEG plans with grounding and grounding rods only. (Pole light, anchor bolts, and anchor bolt template is supplied by SCEG.)
- Installation of (8) new pole light in-ground hand holes. (Box provided by SCEG)
- Conduit with pull string from added hand holes to the pole lights.
- Trenching for added light bases and hand holes.

This cost specifically excludes pole light wiring (by SCEG), inground handhole at King and Hutson street, and tie in to power company conduit for street lighting feed. Delivery and mounting of the street lights is to be by others.

This Change Order Request addresses those requests for costs and/or time associated with the Construction Change Directive and Change Order Request(s) referenced above which are undisputed; however, this Change Order does not resolve related requests for costs and/or time which remain in dispute, and those requests are expressly reserved. This proposal covers only the changes to the specific work as set fourth in the attached proposal breakout. Changes in the work and associated price adjustments other than those noted in our proposal are not included. Pricing included in this proposal is valid for thirty (30) days.

ELECTRONICALLY FILED - 2023 May 12 6:54 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Balfour Beatty
Construction

Please contact me with any questions regarding this request for Change Order.

Sincerely,

Alec Dooley
Assistant Project Manager

cc:
Marty Wall
Melissa Pense
Jim Clements
Jennifer Faulkinberry
Nick Starcevic
David Simonton

RCO # 252 - File

ELECTRONICALLY FILED - 2023 May 12 6:54 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Balfour Beatty
Construction

Hotel at Marion Square

Request for Change Order # 252– Revised SCEG Site Lighting

The additional work for the **Revised SCEG Site Lighting** by Balfour Beatty Construction is hereby approved:

#	Budget Code	Description	Total
1	400.51600000.40	Revised SCEG Site Lighting	$19,725.88

Total Items	$19,725.88
Total Markups	$1,183.55
RCO Total	$20,909.43

The total Cost to perform the work as described above is an ADD of Twenty thousand nine hundred nine ($20,909.43).

Please indicate your acceptance and approval of this additional work in the space provided below.

Authorization Granted by: _____ Date: 11/16/2018
Kim Brown, Library Associates, LLC

RCO# 252

ELECTRONICALLY FILED - 2023 May 12 6:54 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Balfour Beatty
Construction

August 21, 2018

Ms. Kim Brown
Library Associates, LLC
17 Lockwood Drive
Charleston, SC 29401

Project: Hotel at Marion Square

Re: Request for Change Order # 256
2nd Floor Added Soffits

Dear Ms. Brown:

We are submitting, herewith, our Request for Change Order # 256 in the amount of One thousand three hundred eighty-six ($1,386.48) to provide additional work in accordance with the following qualifications:

Change order for added soffit headers on the second floor inclusive of the following:

- Add soffit above second floor walk in coolers for ceiling grid attachment. This allows the grid to level along the UDS/Kitchen Hood and die into the surrounding walls.
  - Add Soffit - $1,258.00
  - Credit Ceiling Grid Over Walk-In Coolers – ($413.00)
- Add soffit at the second floor Wondoor header to level out with concrete columns as directed the by the design team.
  - Frame, Hang, Tape, Finish Soffit - $463.00

This Change Order Request addresses those requests for costs and/or time associated with the Construction Change Directive and Change Order Request(s) referenced above which are undisputed; however, this Change Order does not resolve related requests for costs and/or time which remain in dispute, and those requests are expressly reserved. This proposal covers only the changes to the specific work as set forth in the attached proposal breakout. Changes in the work and associated price adjustments other than those noted in our proposal are not included. Pricing included in this proposal is valid for thirty (30) days.

Please contact me with any questions regarding this request for Change Order.

Sincerely,

Alec Dooley
Assistant Project Manager

cc:
Jennifer Faulkinberry
Jim Clements
Marty Wall
Melissa Pense
Nick Starcevic
David Simonton

RCO # 256 - File

ELECTRONICALLY FILED - 2023 May 12 6:54 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Balfour Beatty
Construction

Hotel at Marion Square

Request for Change Order # 256– 2nd Floor Added Soffits

The additional work for the **2nd Floor Added Soffits** by Balfour Beatty Construction is hereby approved:

#	Budget Code	Description	Total
1	400.50925200.40	Add Soffit at Second Floor Elevator Lobby Wondoor Header	$463.00
2	400.50925200.40	Add Soffit at Second Floor Walk in Coolers	$845.00

Total Items	$1,308.00
Total Markups	$78.48
RCO Total	$1,386.48

The total Cost to perform the work as described above is an ADD of One thousand three hundred eighty-six ($1,386.48).

Please indicate your acceptance and approval of this additional work in the space provided below.

Authorization Granted by: _____ Date: 11/14/2018
Kim Brown, Library Associates, LLC

RCO# 256

ELECTRONICALLY FILED - 2023 May 12 6:54 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Balfour Beatty
Construction

August 21, 2018

Ms. Kim Brown
Library Associates, LLC
17 Lockwood Drive
Charleston, SC 29401

Project: Hotel at Marion Square

Re: Request for Change Order # 257
Add Triangle Panel Molding at Foyer Stair

Dear Ms. Brown:

We are submitting, herewith, our Request for Change Order # 257 in the amount of One thousand four hundred seventy-nine ($1,479.76) to provide additional work in accordance with the following qualifications:

Add triangle panels behind the stair railing adjacent to the interior Arriscraft columns as directed by DCI. Added panel molding installed at both Stair 01 and 02.

This Change Order Request addresses those requests for costs and/or time associated with the Construction Change Directive and Change Order Request(s) referenced above which are undisputed; however, this Change Order does not resolve related requests for costs and/or time which remain in dispute, and those requests are expressly reserved. This proposal covers only the changes to the specific work as set fourth in the attached proposal breakout. Changes in the work and associated price adjustments other than those noted in our proposal are not included. Pricing included in this proposal is valid for thirty (30) days.

Please contact me with any questions regarding this request for Change Order.

Sincerely,

Alec Dooley
Assistant Project Manager

cc:
Marty Wall
Melissa Pense
Jennifer Faulkinberry
Jim Clements
David Simonton
Nick Starcevic

RCO # 257 - File

ELECTRONICALLY FILED - 2023 May 12 6:54 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Balfour Beatty
Construction

Hotel at Marion Square

Request for Change Order # 257– Add Triangle Panel Molding at Foyer Stair

The additional work for the **Add Triangle Panel Molding at Foyer Stair** by Balfour Beatty Construction is hereby approved:

#	Budget Code	Description	Total
1	400.50640000.40	Add Triangle Panel Molding at Foyer Stair	$1,396.00

Total Items	$1,396.00
Total Markups	$83.76
RCO Total	$1,479.76

The total Cost to perform the work as described above is an ADD of One thousand four hundred seventy-nine ($1,479.76).

Please indicate your acceptance and approval of this additional work in the space provided below.

Authorization Granted by: _____ Date: 11/19/2017
Kim Brown, Library Associates, LLC

RCO# 257

ELECTRONICALLY FILED - 2023 May 12 6:54 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Balfour Beatty
Construction

August 30, 2018

Ms. Kim Brown
Library Associates, LLC
17 Lockwood Drive
Charleston, SC 29401

Project: Hotel at Marion Square

Re: Request for Change Order # 259
Hudson Street Storm Repair

Dear Ms. Brown:

We are submitting, herewith, our Request for Change Order # 259 in the amount of ~~Thirty-three thousand three hundred ninety-eight ($33,398.68)~~ $20,477.28 to provide additional work in accordance with the following qualifications:

Hydro Vac and construct new storm box. Detail cost breakdown from Gulf Stream below.

1. Labor and Equipment [$12,000] - Our crews are worth $5,000/day on any jobsite they are able to work productively on. We plan on this work taking 4 days of their time and have only charged you $3,000/day as hopefully we will be able to keep a few guys from the crew busy at another project or elsewhere on your project.
2. Hydro-Ex Sub [$2875] - Sub cost $275/hour, 4 hour minimum, and $425/load to dispose. I estimate 6 hours and 2 loads to be disposed, +15% GSCC Markup. If we don't excavate in the correct location the first time, there could be more cost here that we will end up eating.
3. Materials [$3,700] -
a. 5CY mix for bottom slab, $750.
b. 57 Stone for foundation, $200.
c. 5CY Flow Fill, $750.
d. Precast top slab, ring and cover, $1,200.
e. Misc. Masonry Supplies (Sand, mortar, block, mixer rental), $800
f. Small tools, chop saw blades, trowels, ect
Total rough cost above of $18,575.00 should cover GS if everything goes as planned. This is what is carried in our proposal ($18,808).
Per Ted Barker, the city requires the road to be milled and overlaid, with the milled area to extend from curb-line to curb-line, 2' beyond the cut.
**No cost for asphalt patching is included. GS will not be charging for this.*

~~This Change Order Request addresses those requests for costs and/or time associated with the Construction Change~~ Directive and Change Order Request(s) referenced above which are undisputed; however, this Change Order does not resolve ~~related requests for costs~~ and/or time which remain in dispute, and those requests are expressly reserved. This proposal covers only the changes to ~~the specific work~~ as set fourth in the attached proposal breakout. Changes in the work and associated price adjustments other than those noted in our ~~proposal are not included. Pricing included in this proposal is valid for thirty (30) days.~~

Please contact me with any questions regarding this request for Change Order.

ELECTRONICALLY FILED - 2023 May 12 6:54 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Balfour Beatty
Construction

Sincerely,

Nick Starcevic
Project Manager

cc:
Jennifer Faulkinberry
Jim Clements
Jenny Palmer
David Simonton
Tim Spano

RCO # 259 - File

ELECTRONICALLY FILED - 2023 May 12 6:54 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Balfour Beatty
Construction

Hotel at Marion Square

Request for Change Order # 259– Hudson Street Storm Repair

The additional work for the **Hudson Street Storm Repair** by Balfour Beatty Construction is hereby approved:

#	Budget Code	Description	Total
1	400.50200000.40	Hudson Street Storm Repair	$29,408.19 ($12,190)
2		Protection, Clean Up, and Gate Guards	$2,100.00

Total Items	~~$31,508.19~~	$19,318.19
Total Markups	~~$1,890.49~~	+1,159.09
RCO Total	~~$33,398.68~~	Total $20,477.28

The total Cost to perform the work as described above is an ADD of Thirty-three thousand three hundred ninety-eight ($33,398.68).

Please indicate your acceptance and approval of this additional work in the space provided below.

Authorization Granted by: Ki B Date: 9.6.2018
Kim Brown, Library Associates, LLC

RCO# 259

Overlay cost rejected by EOR. BBC error in scheduling the work

Credit overlay: $10,600 x 1.15= $12,190

ELECTRONICALLY FILED - 2023 May 12 6:54 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Balfour Beatty
Construction

October 15, 2018

Ms. Kim Brown
Library Associates, LLC
17 Lockwood Drive
Charleston, SC 29401

Project: Hotel at Marion Square

Re: Request for Change Order # 263R1
Mirrored Barn Door Paint and Prep

Dear Ms. Brown:

We are submitting, herewith, our Request for Change Order # 263R1 in the amount of Eight thousand three hundred thirty-eight ($8,338.41) to provide additional work in accordance with the following qualifications:

Request for Change Order for additional masking and protection of Barn Doors due to change from MOD 6 Barn Doors to final selection determined in Request for Change Order 170. Barn Doors issued in MOD 6 were louvered doors where the final selection was a solid door with mirrors cladded on both sides.

This Change Order Request addresses those requests for costs and/or time associated with the Construction Change Directive and Change Order Request(s) referenced above which are undisputed; however, this Change Order does not resolve related requests for costs and/or time which remain in dispute, and those requests are expressly reserved. This proposal covers only the changes to the specific work as set fourth in the attached proposal breakout. Changes in the work and associated price adjustments other than those noted in our proposal are not included. Pricing included in this proposal is valid for thirty (30) days.

Please contact me with any questions regarding this request for Change Order.

Sincerely,

Nick Starcevic
Project Manager

cc:
Melissa Pense
Marty Wall
Jim Clements
Jennifer Faulkinberry
Woody Faust
Tim Spano
Shanti Pieniak
David Simonton

RCO # 263R1 - File

ELECTRONICALLY FILED - 2023 May 12 6:54 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Balfour Beatty
Construction

Hotel at Marion Square

Request for Change Order # 263R1– Mirrored Barn Door Paint and Prep

The additional work for the **Mirrored Barn Door Paint and Prep** by Balfour Beatty Construction is hereby approved:

#	Budget Code	Description	Total
1	400.50991000.40	Mirrored Barn Door Paint and Prep	$7,896.26

Total Items	$7,896.26
Total Markups	$442.15
RCO Total	$8,338.41

The total Cost to perform the work as described above is an ADD of Eight thousand three hundred thirty-eight ($8,338.41).

Please indicate your acceptance and approval of this additional work in the space provided below.

Authorization Granted by: _____ Date: 11/19/2018
Kim Brown, Library Associates, LLC

RCO# 263R1

ELECTRONICALLY FILED - 2023 May 12 6:54 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Balfour Beatty
Construction

September 4, 2018

Ms. Kim Brown
Library Associates, LLC
17 Lockwood Drive
Charleston, SC 29401

Project: Hotel at Marion Square

Re: Request for Change Order # 265
Ballroom One Can Light Trim Rings

Dear Ms. Brown:

We are submitting, herewith, our Request for Change Order # 265 in the amount of One thousand eighty ($1,080.14) to provide additional work in accordance with the following qualifications:

Request for change order to provide millwork trim rings around the can lights in the Ballroom One vaulted ceiling. This change order does not include any costs to paint the added millwork.

This Change Order Request addresses those requests for costs and/or time associated with the Construction Change Directive and Change Order Request(s) referenced above which are undisputed; however, this Change Order does not resolve related requests for costs and/or time which remain in dispute, and those requests are expressly reserved. This proposal covers only the changes to the specific work as set fourth in the attached proposal breakout. Changes in the work and associated price adjustments other than those noted in our proposal are not included. Pricing included in this proposal is valid for thirty (30) days.

Please contact me with any questions regarding this request for Change Order.

Sincerely,

Alec Dooley
Assistant Project Manager

cc:
Melissa Pense
Marty Wall
Jennifer Faulkinberry
Jim Clements
Woody Faust
Nick Starcevic
David Simonton

RCO # 265 - File

MSH – RCO 265

ELECTRONICALLY FILED - 2023 May 12 6:54 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

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Balfour Beatty
Construction

Hotel at Marion Square

Request for Change Order # 265– Ballroom Can Light Trim Rings

The additional work for the **Ballroom Can Light Trim Rings** by Balfour Beatty Construction is hereby approved:

#	Budget Code	Description	Total
1	400.50640000.40	Ballroom Trim Rings	$1,019.00

Total Items	$1,019.00
Total Markups	$61.14
RCO Total	$1,080.14

The total Cost to perform the work as described above is an ADD of One thousand eighty ($1,080.14).

Please indicate your acceptance and approval of this additional work in the space provided below.

Authorization Granted by: _____ Date: 11/19/2018
Kim Brown, Library Associates, LLC

RCO# 265

Plaintiff Balfour Beatty's Trial Exhibit # 300

ELECTRONICALLY FILED - 2023 May 12 6:54 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

IN THE COURT OF COMMON PLEAS

CASE NO.: 2019-CP-10-01108

Balfour Beatty Construction, LLC,

Plaintiff,

vs.

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

Defendants.

Library Associates, LLC,

Third-Party Plaintiff,

vs.

Lithko Contracting, LLC, Guy M. Beaty, Inc., Bernard MMC, LLC, Gulf Stream Construction Company, Inc., Palmetto Automatic Sprinkler Company, Inc., Cook & Boardman, LLC, 1st Choice Glass, Inc., 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, Robert Thomas Iron Design, LLC, Warco Construction, Inc., Old North State Masonry, LLC, Tom Rochester & Associates d/b/a Southeastern Architectural Systems, Forton Company, LLC, Lowcountry Case & Millwork, Inc., Quantum Coatings, LLC, Balfour Beatty Construction Group, Inc.,

Third-Party Defendants.

PLAINTIFF'S EXCERPT DESIGNATION FOR DEPOSITION OF KIMBERLY BROWN

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1 and construction occurred under his guidance,
2 correct?
3 A. Yes.
4 Q. Okay. And can you tell me for those 19
5 hotels what the general range is that we're talking
6 about them being constructed in?
7 A. Can you be more specific?
8 Q. Yeah. Were they -- were all of those
9 hotels constructed after Bennett Hofford dissolved
10 or were some of them constructed before?
11 A. Some were before, some were after.
12 Q. Okay. Which ones were constructed --
13 so can you give me a general timeframe from when
14 the first hotels were constructed that Michael
15 Bennett did?
16 A. The first hotel, the Hampton Inn on
17 John Street, was constructed in 1992.
18 Q. Okay. Have there been any hotels that
19 Michael Bennett constructed that he no longer owns?
20 A. No.
21 Q. And of the 19 that he constructed, who
22 were the architects for them?
23 A. For the Hampton Inn on John Street, the
24 architect was T Doggett. On the Embassy Suite --
25 Q. Let me ask you this before you go

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1 through each one just to try to save some time.
2 Which ones -- how many of the hotels
3 were designed by Buck Lindsay or an entity that he
4 was associated with?
5 A. It would be easier for me just to give
6 you the list.
7 Q. Okay. What is easier for you.
8 A. The Hampton Inn in Savannah, the
9 Courtyard in Mount Pleasant --
10 Q. These are ones that Buck Lindsay did?
11 A. Yes.
12 Q. Okay.
13 A. The Courtyard in Mount Pleasant.
14 Q. Okay.
15 A. The Homewood Suites at Charleston
16 Airport.
17 Q. Okay.
18 A. The Homewood Suites in Kalispell,
19 Montana.
20 Q. Okay.
21 A. The Hampton Inn at Charleston Airport.
22 Q. Okay.
23 A. The Embassy Suite in Savannah. I
24 believe that's all.
25 Q. So it would have been six?

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1 A. That sounds correct.
2 Q. Okay. Has Buck Lindsay designed any
3 hotels since the Hotel Bennett was finished?
4 A. Not for our company.
5 Q. Do you all have any hotels that are
6 currently being conceived or developed that Buck
7 Lindsay is involved with?
8 A. Not at this time.
9 Q. Okay. Would you use Buck Lindsay for
10 another project?
11 A. Yes.
12 Q. How did the -- tell me where the --
13 what was the guidance for the design for the six
14 hotels that you just articulated? Tell me how that
15 project -- how that process worked. Was I guess
16 whoever the franchisor was would tell what the
17 parameters were, did they have stock plans that
18 were then used and massaged by Buck Lindsay, or
19 tell me what that process was.
20 A. The franchisor did not have stock
21 plans. They had basic floor layouts and certain
22 requirements for guest rooms and public areas that
23 the architect must incorporate into the plans. But
24 each hotel is different, each site is different, so
25 there's no way that a stock plan would work on any

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1 specific site. They just gave the architect
2 parameters of what was required to be included in
3 the building and on the site.
4 Q. Okay. Were any separate interior
5 designers retained for the hotels Buck Lindsay did?
6 A. In some cases, yes; in some cases the
7 interior designer that worked for Buck Lindsay's
8 office was included in the project.
9 Q. Okay. And when did Buck Lindsay start
10 working for Michael Bennett?
11 A. The first hotel that Buck Lindsay
12 designed for us was the Hampton Inn in Savannah,
13 which opened in 2006, so that would have started it
14 at late 2004, 2005.
15 Q. All right. So from '05 to -- and how
16 about the Embassy Suites in Savannah, was that the
17 last one, do you know?
18 A. Yes.
19 Q. And when was that done?
20 A. It opened in 2013. That would have
21 been designed in 2011, 2012.
22 Q. Going back to your last discussion with
23 Buck Lindsay, which I think you said was in April
24 of this year?
25 A. Approximately.

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1 Q. Okay. What was the approximate payment
2 that was made to him at that time?
3 A. It was approximately 12,000 dollars.
4 Q. And why did it take so long for him
5 to be -- if the hotel was finished in early 2019,
6 why did it take so long to get him paid?
7 A. There's no specific reason.
8 Q. How about a general reason?
9 A. Due to the lateness of the construction
10 of the hotel and many expenses that we had due to
11 that, the operating cash flow for the hotel was
12 short and he was gracious enough to allow us to pay
13 it when the cash flow was there.
14 Q. So there was not sufficient cash flow
15 to pay that final bill from the time of the
16 completion of the hotel until approximately April
17 of 2020, correct?
18 A. It may have been sooner, but we did not
19 pay it until April of 2020.
20 Q. Well, did you pay it as soon as you
21 were reasonably able to?
22 A. That would be a fair assessment.
23 Q. Okay. And is it your testimony that
24 there were no amounts that were billed by WLA that
25 have been unpaid?

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1 A. Correct.
2 Q. How about DCI, interior designer?
3 A. To my knowledge they have been paid in
4 full.
5 Q. So for going back to the hotels that
6 were -- had been constructed by Michael Bennett,
7 and as I understand it there's about 19 of them,
8 none of them were -- do you know what the star
9 rating system is for hotels? Have you heard about
10 that? Five-star hotel, four-star hotel, three-star
11 hotel, do you have any knowledge of that?
12 A. Yes.
13 Q. Okay. What star hotels approximately
14 were the 19 that were done?
15 A. In the categories of Embassy Suites and
16 Hampton Inns and Courtyards and limited service
17 hotels, they really are not giving -- given a star
18 or are rated by Forbes or Triple A as a Star or a
19 Diamond hotel.
20 Q. Okay. If you had to rate them just
21 based on your 36 years of knowledge and experience
22 in the industry, what would you rate them?
23 A. Three-star.
24 Q. Three-star. Okay. Prior to this
25 hotel, had Bennett been involved with any four or

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1 five-star hotels that it developed?
2 A. Can you repeat the question?
3 Q. Other than the Hotel Bennett, were
4 there any four or five-star hotels that had been
5 developed by Mr. Bennett?
6 A. No.
7 Q. How about for the project
8 administration from the owner standpoint on all of
9 the hotels that were done prior to Hotel Bennett,
10 who did -- who performed all of the owner's roles
11 in whatever was expected of the owner for those
12 hotels?
13 What I'm getting at, was that all done
14 in-house or was there ever a time for any of those
15 hotels where you all contracted out separately to
16 have a construction manager or somebody like that
17 perform those roles?
18 A. It was all done in-house.
19 Q. Okay. And who specifically was
20 responsible for that?
21 A. Myself and Peter Wright.
22 Q. Okay. Anybody else?
23 A. No.
24 Q. Okay. So prior to the Hotel Bennett,
25 you had done all of the owner's -- whatever

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1 obligations were required of the owner, you
2 basically self-performed that, correct?
3 A. Correct.
4 Q. Okay. And that would involve
5 reviewing -- making decisions that came up during
6 construction, reviewing pay apps, whatever
7 questions that might come up with the general
8 contractor or the architect, agreed?
9 A. Yes.
10 Q. Okay. On the -- any of the prior
11 projects prior to this one that had been done by
12 Michael Bennett, were there ever any mechanic's
13 liens that were filed to your recollection?
14 A. Maybe once or twice.
15 Q. Okay. Were they -- any significant
16 mechanic's liens?
17 A. Not that I recall.
18 Q. Were there any delays in construction
19 on any of the other projects?
20 A. On the Embassy Suites Savannah, there
21 was approximately 60-day delay.
22 Q. Any others?
23 A. Not significant, no.
24 Q. And the Embassy Suites Savannah was
25 completed in 2013, is that what you said?

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A. Yes.
Q. And did the owner assess liquidated damages against the contractor on that job?
A. Yes.
Q. For 60 days?
A. They were assessed. There was subsequently an agreement, a settlement. I don't recall what the final outcome was on the exact amount of liquidated damages.
Q. Okay. Who was the contractor?
A. Welbro.
Q. I'm sorry, what?
A. Welbro Construction out of Florida.
Q. Where in Florida?
A. Maitland, Florida.
Q. Okay. Goff D'Antonio began its design services in about 2003, is that correct?
A. Approximately.
Q. Okay. And what was the approximate total amount that was billed by Goff D'Antonio?
A. I don't recall. I do recall it being over a million dollars.
Q. Okay. Were they paid that amount?
A. I don't recall the exact amount that they were paid.

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Q. Okay. Was there a lawsuit that was filed over by Goff D'Antonio?
A. Yes.
Q. And why was the -- what was the approximate amount in dispute?
A. I don't recall the approximate amount.
Q. Was it around 250,000 dollars, does that sound about right?
A. That sounds about right.
Q. And why were they not paid that?
A. Architects, like attorneys, time bill. All the billing is based on time. We didn't agree with the hours of time that they billed on the project.
Q. Okay. So they didn't have a lump sum agreement, it was purely hourly?
A. I don't recall a lump sum agreement. But due to the ongoing changes requested by trying to get the hotels approved by the BAR, they would be considered additional changes, which would be billed on a timely basis.
Q. Okay. And looking at a settlement agreement that was marked as Exhibit 4 to Michael Bennett's deposition, it says that Goff D'Antonio claimed to be owed 435,000 dollars and they settled

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for 260,000 dollars. Does that sound familiar?
A. If that's what the settlement agreement says.
Q. Okay. And why were they not paid the difference?
A. Because it was a settlement amount.
Q. But why did you all dispute that they were owed that amount?
A. Again, as I just said, we believed that the amount of billing was excessive of the amount of work that they completed on the project.
Q. So you thought that they overbilled you?
A. That would be one reason, yes.
Q. Okay. So you think that when they submitted the bill for the 435,000 dollars, they had not performed that -- they had not put in the hours that they claimed that they had, is that correct?
A. That would be one of the reasons, yes.
Q. Okay. Any other reasons?
A. That the building that they did design never got approved by the City of Charleston to be built and that those plans would just have to be thrown away.

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Q. How was that Goff D'Antonio's fault that the BAR rejected what they wanted -- what their design was?
A. I don't think you could call it a fault. They were just unable to fulfill a contract that they had to get the -- as part of the contract was to take it through the approval process with the City of Charleston.
Q. Okay. Have you all worked with Goff D'Antonio since then?
A. No.
Q. Had you all worked with them before then?
A. Not that I recall.
Q. Okay. So was the -- did the height of -- when Goff D'Antonio provided its services, was the height of the hotel still set at 105 feet?
A. Yes.
Q. All right. So let's turn more specifically to this particular hotel and tell me how Buck Lindsay was engaged as the architect.
A. After the exterior of the building that Fairfax & Sammons had designed was approved by the City of Charleston, Fairfax & Sammons was -- were not hotel architects and so we turned to Buck to

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1 contract with him to design not the interior design
2 of the hotel but the interiors of the hotel that
3 along with all of the mechanicals and electricals
4 and all the other pieces and parts that go into
5 making a hotel function.
6 Q. Okay. So the design that was done by
7 Fairfax & Sammons, it did not include any interior
8 features?
9 A. Correct.
10 Q. It was just the shell?
11 A. Correct.
12 Q. So Buck Lindsay was only given the
13 exterior elevations and told that that's what he
14 has to do per the City of Charleston BAR and he
15 needs to design all the interior?
16 A. Correct.
17 Q. Okay. What other architects, if any,
18 were vetted for this job?
19 A. If I recall, we did hire Chris Schmitt,
20 who is a local Charleston architect who at one time
21 sat on the BAR, to help get final BAR approval.
22 Q. Did he do any design services?
23 A. No.
24 Q. Okay. So he was just there to kind of
25 grease the tracks or help with the processes?

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1 A. Correct.
2 Q. So my question was: Were there any
3 other architects who were interviewed or vetted
4 other than Buck Lindsay for this job?
5 A. No.
6 Q. Had Buck Lindsay ever designed a
7 five-star hotel prior to this?
8 A. I'm not familiar with all of Buck's
9 designs.
10 Q. Well, did you ever ask him that?
11 A. I did not ask him that, no.
12 Q. Well, you were kind of the -- you were
13 the -- whose decision would it have been -- it
14 would have been basically yours and Michael
15 Bennett's, you all are the point persons for the
16 company, correct?
17 A. Yes.
18 Q. Okay. So it would have been your
19 decision to hire Buck Lindsay, agreed?
20 A. Yes.
21 Q. Okay. So do you remember any
22 discussions or questions that you asked Buck
23 Lindsay of whether he had any or his firm had any
24 prior experience with a five-star hotel?
25 A. I don't recall.

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1 Q. Okay. You don't recall asking him
2 that?
3 A. I don't recall.
4 Q. Okay. Did that -- so I guess you did
5 not -- you don't recall that you did not think that
6 that was important or do you think that was
7 important for him to have had that?
8 A. My recollection at the time was that we
9 knew that we would have to hire an interior
10 designer that had five-star experience, and we did
11 that. So it was not as important for the architect
12 to have five-star experience.
13 Q. Okay. So you thought it was important
14 for the interior designer, DCI, to have five-star
15 experience, but not the primary architect. And why
16 is that?
17 A. Because the primary architect is
18 designing, for lack of a better word, the bones of
19 the hotel. It's the interior designer who designs
20 the items that would make it five-star.
21 Q. Okay. Do you know if it's important
22 for the -- while the plans are being developed for
23 the interior designer and the primary architect to
24 work together?
25 A. Absolutely.

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1 Q. When did -- when was -- I can tell you
2 that the -- let me ask you this. When was Buck
3 originally contacted about this particular project?
4 A. I don't recall when.
5 Q. Okay. Do you recall schematically or
6 from a coordination standpoint whether he was
7 contacted before the interior designer?
8 A. Yes.
9 Q. And approximately how long?
10 A. I don't recall. I do recall him making
11 the suggestion to us that DCI would be a great
12 interior design firm to design the interiors of the
13 hotel.
14 Q. So when you were talking to Buck
15 Lindsay, did you have any questions or did Michael
16 Bennett have any questions of whether he had any
17 reservations about his abilities to design this
18 particular structure and whether he had the
19 appropriate staffing to perform what he needed to
20 perform?
21 A. I don't recall.
22 Q. Okay. You don't recall asking any
23 questions about that or hearing any reservations?
24 A. No.
25 Q. As far as the obligations of the

Plaintiff Balfour Beatty's Trial Exhibit # 301

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STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

IN THE COURT OF COMMON PLEAS

CASE NO.: 2019-CP-10-01108

Balfour Beatty Construction, LLC,

Plaintiff,

vs.

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

Defendants.

Library Associates, LLC,

Third-Party Plaintiff,

vs.

Lithko Contracting, LLC, Guy M. Beaty, Inc., Bernard MMC, LLC, Gulf Stream Construction Company, Inc., Palmetto Automatic Sprinkler Company, Inc., Cook & Boardman, LLC, 1st Choice Glass, Inc., 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, Robert Thomas Iron Design, LLC, Warco Construction, Inc., Old North State Masonry, LLC, Tom Rochester & Associates d/b/a Southeastern Architectural Systems, Forton Company, LLC, Lowcountry Case & Millwork, Inc., Quantum Coatings, LLC, Balfour Beatty Construction Group, Inc.,

Third-Party Defendants.

PLAINTIFF'S EXCERPT DESIGNATION FOR DEPOSITION OF MICHAEL BENNETT

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Michael Bennett
September 26, 2019

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Michael Bennett
September 27, 2019

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STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

COURT OF COMMON PLEAS

BALFOUR BEATTY,

Plaintiff,

vs. CASE NO. 2019-CP-10-01108

LIBRARY ASSOCIATES, LLC, and METROPOLITAN LIFE INSURANCE COMPANY, a New York Corporation,

Defendant.

DEPOSITION OF: MICHAEL BENNETT

DATE: September 26, 2019

TIME: 10:10 a.m.

LOCATION: 200 Meeting Street
Charleston, SC

TAKEN BY: Counsel for the Plaintiff

REPORTED BY: Roxanne Easterwood, RPR

A. WILLIAM ROBERTS, JR., & ASSOCIATES

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the person who retired was a gentleman named Peter Wright.

Q. What does Tracy Ray do? What is her job?

A. Tracy's work on -- she is --

Q. Is that a woman or -- that's a she?

A. She's a woman. She is a lawyer. She doesn't practice law. She helps me primarily with entitlement on real estate development projects that I'm working on.

Q. Is she licensed?

A. She doesn't practice law. So I don't know if they -- I don't know what lawyers do when they don't practice law but they have a law -- she was licensed, but she doesn't practice law.

Q. So you don't know whether it's current or not?

A. Yes.

Q. How about Troy Miller, what does he do?

A. Helps with the development.

Q. In what respect?

A. Getting them entitled.

Q. With entitlements primarily?

A. With helping with entitlements and

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then helping with -- well, since he's been there I think we've only started two hotels. So he would have been on that, sitting in, hiring the architect and then the contractor.

Q. Okay. What is Kim's function?

A. Kim kind of runs the company by and large. So she's involved with all facets of it.

Q. How long has she been employed with you?

A. I think 36 years, maybe 35.

Q. All right. And Jack, what does he do?

A. Trying to learn this business. So he sits in most meetings and goes to the entitlement meetings and goes to the meetings where we -- the construction meetings, things like that.

Q. Do you have a succession plan? Is the plan to kind of basically at some point have Jack take over the company?

A. Yes.

Q. And what do you do?

A. Buy land and figure out what we're going to build on it and then get it approved to be built. I think that's an accurate assessment of it.

Q. So you're the big-picture guy? You

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just kind of look, scope out properties and have an eye for where you want to develop and make those decisions?

A. I think so, yes.

Q. All right. And then the other people on your team, basically once you've decided what you want to do, they implement the plan; is that a fair statement?

A. I think that's accurate. Yes.

Q. Has your job function changed in the last five years?

A. I don't think so.

Q. So basically, five years -- in the last five years Kim has run the business?

A. She has.

Q. As she has for many years?

A. Yes.

Q. You said you've got three people in the accounting department. Is Kim involved with the accounting also?

A. They would report to her, or if they had a question, they would ask her.

Q. What is Kim's background?

A. Kim's been working for me all her life.

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Q. Did she go to college?

A. I think she went to what was then -- she went to the College of Charleston and maybe Baptist College before it was Charleston Southern. I think that's where. I think that's true. She didn't graduate from the college.

Q. Do you know how many years she got before she quit?

A. I don't.

Q. How about Jack, does he have a degree?

A. He does.

Q. From where?

A. College of Charleston.

Q. In what?

A. History.

(Bennett EXH. 2, South Carolina Secretary of State List of Companies and Registered Agent, marked for identification.)

BY MR. HILDEBRAND:

Q. Okay. I'll hand you what I've marked as Exhibit 2. And this is something that we pulled, I think, from the Secretary of State, which lists South Carolina companies where you are the registered agent, and it's --

MR. BUNDY: Has this document been

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1 previously provided or identified?
2 MR. HILDEBRAND: I understand it has.
3 MR. BUNDY: How is that? In what way
4 was it identified or previously provided?
5 MR. WRAY: It was provided, I believe,
6 in the Balfour 1 to 141 that was produced.
7 MR. BUNDY: Was it provided as part of
8 the deposition notice?
9 MR. HILDEBRAND: It's the same. They
10 were provided among all of the documents that
11 we --
12 MR. BUNDY: When was the document
13 created?
14 MR. HILDEBRAND: -- provided to you. I
15 don't know when it was created. I can tell you
16 when it was provided. Was it on Sunday?
17 MR. WRAY: Sunday, yes.
18 MR. BUNDY: Sunday? Provided to us on
19 Sunday? How is that --
20 MR. HILDEBRAND: Yes.
21 MR. BUNDY: Just by giving us all of
22 the documents, the allegation of all of the
23 documents?
24 MR. HILDEBRAND: No. The deposition
25 notice. I think we have already been through

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1 this. The deposition notice said we retain the
2 right to ask the witness about any documents that
3 have been produced. This is one of the document
4 that was produced.
5 MR. BUNDY: Same objection. Thank you.
6 BY MR. HILDEBRAND:
7 **Q. All right. Mr. Bennett, this document**
8 **shows a host of, looks like, probably at least 100**
9 **or so corporations that you're the registered**
10 **agent for?**
11 A. Right.
12 **Q. Can you tell me why you have so many**
13 **different entities?**
14 A. Every project that I would build would
15 be under an individual LLC. I think that's what
16 this is.
17 **Q. So all of these separate entities**
18 **represent separate projects that were built?**
19 A. Or they own something, yes.
20 **Q. With the business model that you have**
21 **currently -- let me ask you this. When I asked**
22 **you about employees of Bennett Hospitality -- I**
23 **understand that you have a lot of different**
24 **entities as reflected in Exhibit 2, but is -- I**
25 **just want to understand that the response is all**

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1 **of the employees that might be employed by any of**
2 **your companies, it's -- in other words, there is**
3 **not -- these entities on Exhibit 2 don't have**
4 **separate employees; is that correct?**
5 **All of the employees of companies that**
6 **you have an active interest in, your direct**
7 **employees are basically Bennett Hospitality; is**
8 **that fair statement?**
9 A. You know, the restaurant employees, it
10 would probably be on this one of these LLCs. The
11 restaurant employees work for an LLC entity that
12 runs those restaurants.
13 **Q. I understand. But all of the people**
14 **who work with you relative to development are the**
15 **ones you listed for Bennett Hospitality; is that a**
16 **fair statement?**
17 A. Yes.
18 **Q. And the entity that owns the Bennett**
19 **Hotel, Library Associates, does it have any**
20 **employees?**
21 A. I don't think so. I don't think so.
22 I don't know if I'm listed as an employee. I
23 don't think I am. I'm a part owner of that
24 company -- that LLC.
25 **Q. So how did you come to acquire the**

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1 **land where the Hotel Bennett is located?**
2 A. I bought it in 1994.
3 **Q. How did it come available for sale?**
4 A. The county owned it, and they put it
5 up for sale.
6 **Q. And what did you pay for it?**
7 A. I don't remember.
8 **Q. And ultimately there was a library on**
9 **it originally; is that correct?**
10 A. Yes.
11 **Q. That was ultimately torn down to**
12 **construct the hotel that we're here about,**
13 **correct?**
14 A. Yes.
15 (Bennett EXH. 3, News Paper Articles,
16 marked for identification.)
17 BY MR. HILDEBRAND:
18 **Q. Mr. Bennett, I'll hand you what I have**
19 **marked as Exhibit 3.**
20 A. You want me to open this up?
21 **Q. Yes. You can just slip that -- yes,**
22 **however you want. Whatever is easier for you.**
23 **And I'll just generally tell you what this is**
24 **about. I want to ask you about these individual**
25 **documents in just a moment. These are just copies**

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1 of newspaper articles that I have had printed up.
2 I think the first seven relate specifically to the
3 Hotel Bennett, and then 8 and 9 relate to a couple
4 of other projects, okay?
5 A. Okay.
6 Q. I'm going to ask you some questions
7 about these. So if you will turn to Number 1,
8 this is an article in the Post and Courier dated
9 April 26, 2015. And I'm trying to get a flavor
10 for, just an overview for this project. And it
11 just seemed to me when I was reading these
12 newspaper articles, it might be an easy overview
13 for us to go through to describe your involvement
14 and your vision for the project, okay?
15 A. Okay.
16 Q. All right. So the first article,
17 April 26, 2015, at the very bottom -- have you
18 seen this? Do you recognize this article?
19 A. I remember it when it was in the
20 paper.
21 Q. It's by Allison Prang. Do you know
22 that reporter?
23 A. I don't.
24 Q. Do you have any connections with the
25 Post and Courier?

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1 A. I do not.
2 Q. You don't know the editor or any
3 personal contacts or such?
4 A. I mean, born and raised in the town.
5 I've been reading the paper, but I don't have any.
6 Q. I understand. The very last sentence
7 says: The projected opening date is August 2017.
8 And that's what was anticipated in early 2015,
9 correct?
10 A. I believe so.
11 Q. Then I want to ask you about some of
12 the aspects on the second page. The very top
13 says: The developer, a Charleston native whose
14 Bennett Hospitality owns 16 hotel and eight
15 restaurants mostly in the southeast, described the
16 full-service Marion Square lodging as the, quote,
17 biggest project of my life, close quote. He says
18 he's aiming to develop, quote, the finest
19 privately-built building in our city's recent
20 history, close quote.
21 Was that an accurate reflection of
22 your --
23 A. I think so, best I can recollect it.
24 Q. Those were correct statements?
25 A. I believe so.

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1 Q. Then the fourth paragraph down you're
2 talking about discussions with Mayor Riley years
3 ago. It says, quote: He would always say, quote,
4 take the hundred-year view, Bennett said. Take
5 the hundred-year view. What does that mean?
6 Well, if you want it here in 100 years, build it,
7 and if you don't think you want it here in
8 100 years, don't build it. Take that hundred-year
9 view. Do it right, good materials, 100 years. I
10 drank that Kool-Aid, close quote.
11 Were those accurate?
12 A. I think so.
13 Q. So the Hotel Bennett was -- obviously,
14 was built to -- you anticipated that it would be
15 here for a very long time?
16 A. And high luxury, yes.
17 Q. So let's turn to the next article, if
18 you would, please, Article 2. And this is dated
19 December 1, 2016. And the heading reads: Hotel
20 Bennett in Charleston to open next fall, names
21 management firm.
22 Just a couple of questions about this
23 one. And the second paragraph says: Sheila
24 Johnson's Salamander Hotels & Resorts will manage
25 the 179-room Hotel Bennett near King and Calhoun

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1 Streets, it was announced Thursday. Do you
2 remember that?
3 A. Yes.
4 Q. So it was announced. There was, I
5 guess, a press release that Salamander was going
6 to run the hotel, and that was in December of
7 2016?
8 A. In what? December of?
9 Q. The announcement on the article says
10 it was -- the press release apparently came out on
11 or around December 1, 2016?
12 A. I guess. I think that's what that
13 reflects.
14 Q. When was Salamander actually retained?
15 Was it about that same time that they were brought
16 on board to --
17 A. I'm sure we talked to them earlier
18 than that. I couldn't tell you the exact time,
19 but we were in discussions with them for some
20 period of time.
21 Q. When you say some period, several
22 weeks? Several months?
23 A. I think it would be more than several
24 -- it would be several weeks or longer. Kim would
25 be a good answer with that. She would know the

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1 details of that better than me.
2 **Q. Do you know why it -- were any**
3 **operators -- and I guess that's managers. Is that**
4 **the proper term to use for Salamander?**
5 A. A management company.
6 **Q. Management, okay. Do you know why --**
7 **is there a reason why a management company was not**
8 **retained prior to 2016, kind of after the project**
9 **was already under construction?**
10 A. I think I would ask Kim to find out
11 when they started working with us.
12 **Q. Well, the date of the contract will**
13 **speak for itself, I guess, when y'all came to an**
14 **agreement.**
15 A. I think so.
16 **Q. We can agree that they weren't on**
17 **board when the contracts were signed for the**
18 **construction, and the construction had already**
19 **progressed before they were retained, correct?**
20 A. I believe so, but you should ask Kim.
21 Yes.
22 **Q. So do you -- can you tell me, was any**
23 **consideration given to hiring a management company**
24 **before construction started?**
25 A. I don't remember.

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1 **Q. So sitting here today, you don't**
2 **remember, was there any thought given to hiring a**
3 **management company before construction started?**
4 A. I really, I honestly don't remember.
5 Kim would have a good idea when we started talking
6 to the various management companies.
7 **Q. How about for your other -- the other**
8 **hotels or motels that you own, are there**
9 **management companies that run those?**
10 A. Yes.
11 **Q. And are those -- do you own those**
12 **management companies?**
13 A. No.
14 **Q. Are the -- the franchisor?**
15 A. They're third-party management
16 companies. Somebody else's company.
17 **Q. So it's very similar to the Hotel**
18 **Bennett, there's a separate company that you --**
19 **Bennett Hospitality contracts with to run the**
20 **hotels; is that correct?**
21 A. Yes.
22 **Q. Is there typically a separate one for**
23 **each hotel that you have?**
24 A. Separate company?
25 **Q. Yes, sir.**

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1 A. No. For the Hilton properties it's
2 the same management company, and that is Hilton
3 Management Company, which is a division of Hilton
4 but not part of their development side. On the
5 Marriotts, my own company manages my two Marriott
6 properties or a company that I own or a partner
7 in. It's probably on that list you gave me.
8 **Q. What company is that?**
9 A. Kim would tell you.
10 **Q. So you don't know?**
11 A. I mean, I -- you know, there's -- you
12 see the LLCs. It's a management company that
13 would manage those two hotels.
14 **Q. Are they -- you're headquartered in**
15 **the old Rice Mill building, correct?**
16 A. Yes.
17 **Q. Are the people who work for that**
18 **management company, do they work there at the Rice**
19 **Mill also?**
20 A. My sister oversees that company that
21 oversees those two hotels.
22 **Q. She does it herself?**
23 A. Yes.
24 **Q. So the company, when you say there's a**
25 **company, it's basically your sister who does that?**

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1 A. And then under an LLC and then the
2 employees that work in the two hotels.
3 **Q. So Kim basically is the management**
4 **company and hires the employees who help her**
5 **manage?**
6 A. I don't think she hires the employees.
7 She probably hires the manager, and then the
8 manager hires the employees, I think how that
9 works.
10 **Q. Now, turning back to Exhibit 3, Tab 2.**
11 **I'd like you to turn to the third page, if you**
12 **would, Mr. Bennett.**
13 A. This one?
14 **Q. No. The last page under Tab 2.**
15 **That's it. The second paragraph, quote: This**
16 **will be the five-star luxury hotel in downtown**
17 **Charleston, Bennett said Thursday. I believe it**
18 **will be the finest hotel ever built in our city,**
19 **certainly ever built in our lifetime, close quote.**
20 **Was that an accurate quotation?**
21 A. I believe so. I think so.
22 **Q. Is that an accurate statement?**
23 A. I think so.
24 **Q. We'll skip the next one. If you will**
25 **now turn to Tab 4. This is an article dated**

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1 **January 26, 2017. Do you recognize this?**
2 A. Uh-huh. Yes, sir. Sorry for that.
3 **Q. All right. And the headline -- this**
4 **is again in the Post and Courier -- says:**
5 **Charleston could have had a Trump hotel, but there**
6 **wasn't enough money in the world. Let's -- so as**
7 **a prefatory synopsis, there was an inquiry by**
8 **Donald Trump, President's Trump's son, about**
9 **wanting to get involved with the Hotel Bennett and**
10 **putting his moniker on it; is that correct?**
11 A. I don't know if that's completely
12 accurate, Tom. He showed up in my office one day.
13 **Q. Trump's son?**
14 A. Yes, without a meeting scheduled, and
15 asked if he could see me, and I let him come in.
16 He said he would be interested in talking to me
17 about putting a Trump name on that hotel, and I
18 told him that there was under no circumstance
19 would I put his family name on my family's hotel.
20 That meeting lasted about three minutes. He was a
21 very polite young man. He said, thank you, I'll
22 tell my father. He said, he's a family man, he'll
23 appreciate that.
24 **Q. Let's go through just a couple of**
25 **sections on this one. Let's turn to the second**

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1 **page, if you would, please.**
2 A. Second page of this one?
3 **Q. That's it. Right. Second paragraph.**
4 **Quote: I mean no disrespect, but tell your father**
5 **there's not enough money in the world to put your**
6 **name on my family's hotel, Bennett said he told**
7 **him. Is that an accurate?**
8 A. What did I just -- didn't I just say
9 that prior to it? I just...
10 **Q. I think so. I'm just confirming it.**
11 A. I think so.
12 **Q. So the answer is yes?**
13 A. By the way, he didn't offer any money.
14 **Q. I understand. I understand.**
15 A. And I don't know if he was planning on
16 offering money. I don't know what their business
17 model is, Tom. They may look at themselves as a
18 franchisor of some sort.
19 **Q. Three paragraphs down, where it says:**
20 **But Bennett was not about to sell what he views as**
21 **his family's legacy. This hotel is not named**
22 **after me, he said. This hotel is named after my**
23 **mother and father. Was that an accurate**
24 **quotation?**
25 A. I think so, yes.

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1 **Q. Then two paragraphs down from that:**
2 **This hotel is more than just a hotel to me,**
3 **Bennett said. It's not just an investment. It's**
4 **more than that. It's our family's personal stake**
5 **in the ground. Was that an accurate quote?**
6 A. I believe so.
7 **Q. So this hotel -- would you make that**
8 **statement about any of the other properties that**
9 **you own?**
10 A. The statement being?
11 **Q. That it -- they aren't just**
12 **investments, it's a personal family stake in the**
13 **ground.**
14 A. You know, this was, obviously, the
15 biggest one, Tom, that we've ever done.
16 **Q. I understand.**
17 A. I haven't sold any -- well, other than
18 the one in Marathon that I mentioned to you. I
19 haven't sold any of the other ones. I don't think
20 of those as things that we would sell. I think of
21 all of the company kind of as the word legacy,
22 meaning to transfer on. But yes, this is the
23 biggest and the most expensive and luxury hotel of
24 those -- of all the hotels.
25 **Q. When you said that there -- if Donald**

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1 **Trump had come to you and offered to buy, say, one**
2 **of your Hampton Inns, would you have made the same**
3 **statement: There's not enough money in the world**
4 **for him to buy the Hampton Inn?**
5 A. You know, I have not sold any of my
6 hotels other than the one in Marathon, where I was
7 a partner, and the partner decided to sell it. So
8 I'm not a seller.
9 **Q. Well, if Donald Trump were to approach**
10 **you and say he would like to --**
11 A. You know, that's so speculative, Tom.
12 I met his son for three minutes. So that's kind
13 of a farfetched question, if you ask me. I don't
14 sell these things normally.
15 **Q. I'm just trying to figure out, is it**
16 **-- do you have any animosity with Donald Trump in**
17 **particular, or would it have been anybody, if**
18 **anybody had said, I want to buy this hotel, you**
19 **would have said, no, this is my project and my**
20 **family's legacy and it's not for sell?**
21 A. I don't think I have any animosity
22 towards anyone, Tom.
23 **Q. All right. Let's turn to Article 5,**
24 **if you would, please. I have a number of**
25 **questions about this. We've been going for about**

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1 **an hour.**
2 A. I'm fine.
3 **Q. You're good?**
4 A. Yes, I'm fine.
5 **Q. So under Tab 5, do you recognize this**
6 **article, January of this year?**
7 A. Yes. I'm sure. Yes.
8 **Q. And it's by Emily Williams. Do you**
9 **know who she is?**
10 A. No. This is the Post and Courier. So
11 she was a reporter for Post and Courier.
12 **Q. Charleston developer realizes**
13 **decades-long dream with Hotel Bennett opening.**
14 **Did you meet with this reporter, or**
15 **how did it come about that she interviewed --**
16 A. I have never called a reporter. So
17 they must have called me.
18 **Q. Did you meet with her and walk through**
19 **the hotel with her before this article was**
20 **written?**
21 A. You know, Tom, when the hotel was
22 opening I was meeting people and walking them
23 through, and some were on the phone. So I don't
24 recall specifically whether I met her at the hotel
25 or whether I talked to her on the phone.

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1 **Q. How did the article that came out in**
2 **the paper about Donald Trump, do you know how that**
3 **came to be publicized?**
4 A. You know, I'm not in the newspaper
5 business. I think that was when we were -- we
6 weren't ground breaking. That was in the article
7 when we were having -- when you kind of topped it
8 off when you reach the top floor, yes. I think
9 that's when that article came out.
10 **Q. I understand. My question is, how did**
11 **the News and Courier get word of it, that Donald**
12 **Trump's son had approached you about buying or**
13 **perhaps acquiring an interest in the hotel?**
14 A. At that topping off party I made that
15 comment. The mayor was there, and just giving a
16 kind of a talk on the hotel. Balfour Beatty
17 spoke. I spoke. I think the mayor spoke. I
18 can't remember if it was Mayor -- I think Mayor
19 Riley was there. I think. It may have been Mayor
20 Tecklenburg. I can't remember. Might have been
21 Mayor Tecklenburg's term, but Mayor Riley may have
22 spoke. I don't really remember.
23 **Q. So under Tab 5, another article, dated**
24 **January 20, 2019. And I'm going to read some of**
25 **this and ask you questions about it. It begins:**

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1 **The John Carroll Doyle painting on the wall is**
2 **just a few inches too high. It's too bad Michael**
3 **Bennett wasn't there the day they hung it, because**
4 **for him, everything, from the way the painting**
5 **hangs in the guest room to the crown-embroidered**
6 **pillows on the beds to the little, quote, Hotel**
7 **Bennett, close quote, branded soaps in the**
8 **bathroom, it's all important. Is that an accurate**
9 **statement?**
10 A. I think so.
11 **Q. Then next paragraph: Bennett founded**
12 **and owns Charleston-based Bennett Hospitality, a**
13 **veritable Lowcountry empire of hotels,**
14 **restaurants, and other properties, and he has been**
15 **awaiting -- he has been waiting for this hotel**
16 **long enough. It has to be just right. Fair**
17 **statements?**
18 A. You know, I don't -- I have never used
19 the word empire in my life. I don't think of
20 myself and my company that way.
21 **Q. Besides that --**
22 A. But I own hotels and restaurants and
23 other properties, and I like for them to look
24 good.
25 **Q. Right. It has to be just right.**

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1 **That's a fair statement to you?**
2 A. I think it has to look right.
3 **Q. The next paragraph on the next page,**
4 **please, at the very top: Between the time it took**
5 **to draft the plans for the hotel, gain city**
6 **approval, resolve all legal disputes regarding**
7 **that approval, and actually design, build, and**
8 **decorate the 179-room full-service hotel, it would**
9 **seem difficult to keep track of how many years**
10 **Bennett has been working to complete what he's**
11 **called the biggest project of his life. Is that a**
12 **fair statement?**
13 A. I think so.
14 **Q. Skip down a couple paragraphs: But**
15 **what is a few decades when you have a hundred-year**
16 **view. When Bennett marked the hotel's**
17 **groundbreaking in the spring of 2015, he pledged**
18 **he would build a hotel that would stand for a**
19 **century and hopefully much longer than that. It**
20 **was a vision wholeheartedly adopted from**
21 **Charleston Mayor Joe Riley, who gave a vote of**
22 **confidence. Is that -- does that --**
23 A. You know, these are written by
24 newspaper reporters, you know, when they're
25 interviewing me when we're opening the hotel. So

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I think that reflects that feeling at that time.
Q. Right. Your vision was to have a preeminent five-star, iconic hotel that would last 100 years for Charleston, correct?
A. I'd like to think all of these things last a long time. You know, they'll need renovation over time. But yes, it was intended on all of these -- I think all of these other buildings will be there in a hundred years, too. It might require, you know, renovation but --
Q. This project --
A. The hundred-year view is what Mayor Riley always said. So when he was around I always liked to say that to him.
Q. The interesting thing about the Hotel Bennett, though, is that, unlike some of your other hotels might be, say, on -- off the peninsula or in other places where they could pretty easily be perhaps torn down and replaced --
A. I don't think of it that way, but...
Q. What I'm getting at is, it's much more difficult to tear down and replace a building in downtown Charleston --
A. Yes. Absolutely.
Q. -- than it is in other places?

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A. Sure.
Q. So if you want an iconic building for your family, the place to do it is right where this one stands?
A. I think so.
Q. Because it's likely to stand for a long time?
A. Yes.
Q. That's all I'm getting at. The next paragraph I'd like to read says: When the hotel was first proposed on Marion Square, the Post and Courier noted it would cost $35 million. When it broke ground many years later, Bennett announced the price tag would be 101 million. Bennett declined to give a figure for the hotel's final total.
So how did the price -- was it originally priced to be 35 --
A. None of those numbers were anything based on a budget and a contract. Those were just general numbers. The 35 million probably came when I bought the land 25 years ago, and the 101 -- I don't know where we ended up, Tom, to be honest with you. All considered, the construction and the land and the architect and the furniture,

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it's going to exceed that number.
Q. The next quotation is, quote: I could have cheapened it, close quote, Bennett said, quote, but I never did, close quote. Is that an accurate quotation?
A. I think that's an accurate quotation, uh-huh.
Q. Top of the next page, please. At the groundbreaking, Bennett declared his hotel would be built with the finest materials, including limestone, marble, bronze, and copper. He wanted Hotel Bennett to look like it's been here for a long time and will continue to be here for a long time. That's why, he said, when he was picking the doors that would open onto the double staircase in the hotel's grand lobby he went to Hope's, a century-old window and door manufacturer. He actually flew there to the company's facility in New York State and ate lunch at the factory.
Is that a fair statement?
A. That's true. I believe a Balfour Beatty representative went with me.
Q. So I guess that just, is it a fair state that that reflects the personal involvement

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that you had with picking the -- designing the hotel and what it would look like on both the exterior and on the interior?
A. You know, I didn't design the exterior of this building. There was an architectural firm called Fairfax & Sammons who were the designers. Though I'd like to take credit for it, I couldn't take credit for that design. Fairfax & Sammons were the design architects ten years ago or...
Q. But they design what you direct them to, and they make changes?
A. No, I didn't direct that. I'd like to take credit for that, Tom, but that would be -- that wouldn't be fair for me to say I designed that. That would be out of my league. As far as sketching that building.
Q. So did you not give them any direction?
A. Tom, that was probably 10 to 15 years ago, and they are -- I wanted it to be classic architecture. They are known as very classic architects. We let them kind of run with that, with that idea. We then worked with the interior design company. They would make presentation to us of what the inside materials would be and the

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1 furnishings would be and the look would be, and I
2 would sit in on those meetings in the beginning to
3 kind of understand the direction it was taking,
4 but I didn't -- it would be wrong to say I
5 designed it.
6 **Q. Next paragraph: A room leading to the**
7 **main lobby area is encircled in murals featuring**
8 **Charleston's waterfront skyline and ships, and to**
9 **the left the Richmond Plantation manor house that**
10 **Bennett purchased from the Girl Scouts of Eastern**
11 **South Carolina. His two dogs are depicted in the**
12 **manor's lawn; is that correct?**
13 A. That's correct. I didn't direct that.
14 I didn't even know they were painting that until
15 it was done.
16 **Q. The next paragraph says that: The**
17 **front desk is made of sinker cypress, and it's a**
18 **local boy touch; is that correct?**
19 A. That's not the front desk. It's the
20 ceiling before you get to the front desk.
21 **Q. Did you select that sinker cypress?**
22 A. I had seen a cypress wood ceiling in a
23 hotel in Florida, and I really liked it. So I
24 asked the design architect to think about that,
25 see if we couldn't put some cypress in that

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1 ceiling.
2 **Q. Next paragraph: During the next week**
3 **the lobby will fill with the work of local**
4 **painters and photographers, each with their own**
5 **dedicated quadrant of the space. Bennett hand**
6 **picked and also visited in person when possible**
7 **the local artists featured, all of whom are**
8 **artists of his day, he said: John Carroll Doyle,**
9 **Wes Fraser, Jack Alterman, William McCullough, and**
10 **Mickey Williams?**
11 A. I will take credit for that. I did
12 decide to call those -- of course, John has passed
13 away, John Doyle. But I did contact those artists
14 to include them in the hotel.
15 **Q. The hotel retained some of**
16 **Charleston's County Library, too. Custom-built**
17 **white bookcases are featured prominently in guest**
18 **rooms, a nod, Bennett said, to the site's former**
19 **purpose. Some of the library's pink marble was**
20 **also repurposed for the floor, bar, and tabletops**
21 **in a champagne bar; is that correct?**
22 A. Mayor Riley asked me to try to reuse
23 some of that pink marble. That's where we were
24 able to reuse some of it, in that.
25 **Q. That's Camellias; is that right?**

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1 A. Yes. Yes, sir.
2 **Q. At the very bottom. Quote: They**
3 **don't make them like this anymore, Bennett said,**
4 **touching the stone on the ledge of the roofs --**
5 **hotel's rooftop. He said the same thing while**
6 **pointing to the baseboards in the guest room, the**
7 **tile in the spa check-in area, the custom-made**
8 **bellhop stand.**
9 **The stand is a particular delight for**
10 **Bennett. He used to work as a bellhop at**
11 **Charleston's Mills House while attending the**
12 **College of Charleston; is that fair statement?**
13 A. You know, there's about five questions
14 in there. Are you asking did I say the stone on
15 the ledge would never be --
16 **Q. Right.**
17 A. You know, so we've got marketing and
18 public relations people there and having me walk
19 these people through and describing the hotel, and
20 so that's what I was doing. I'm marketing and
21 selling that hotel. I think there --
22 **Q. Are there any inaccuracies?**
23 A. I think it's generally accurate. You
24 know, they don't make them like this anymore.
25 That was a conversation with a person writing an

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1 article about the hotel. So do they make them
2 like that anymore? I don't know who who is. Does
3 somebody? I guess somebody could make it like
4 that. But yes, I would have been walking through
5 with the people who were writing the story and
6 telling them about the hotel.
7 **Q. How about the last sentence, says**
8 **the --**
9 A. I was a bellman at the Mills House.
10 So that's true.
11 **Q. And this particular stand is something**
12 **that you helped pick out and design?**
13 A. I did not.
14 **Q. Next paragraph: As the final touches**
15 **are being put on Hotel Bennett, many other**
16 **Bennett-led projects are also rising in other**
17 **parts of Charleston area. Most recently a**
18 **$325 million waterfront complex started**
19 **construction in Mount Pleasant, and Bennett is set**
20 **to build a vast resort complex at Patriots Point.**
21 **Hotel Bennett, though, is personal. Is that a**
22 **fair statement or fair synopsis of your**
23 **discussion?**
24 A. Since I own these things, I think
25 they're all -- I'm not sure -- they're all

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1 personal in that I don't do them for somebody
2 else. This one had, perhaps because of the size
3 of it, Tom, it had a special place for me and my
4 family.
5 **Q. There's no other hotels named after**
6 **you and your family?**
7 A. Yes, named after my family.
8 **Q. There's no other hotel that has nearly**
9 **the personal touch that you have in this hotel,**
10 **agree?**
11 A. This is the biggest project of my
12 life, surely.
13 **Q. There's no other hotel that you own**
14 **where you picked out the paintings?**
15 A. You know, I --
16 **Q. The ceilings?**
17 A. I figure out the land, try to figure
18 out the financing, and then I like to see what
19 it's going to look like when you open the door.
20 So I don't get involved with the middle
21 80 percent. I get involved in the beginning, and
22 I get involved in the very end, and usually on all
23 of them. You know, so I -- they'll tell me this
24 is the kind of -- you know, we like to put
25 hardwood flooring in the lobby. So they'll show

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1 me the stains of the hardwood flooring that's
2 going to go in the Hampton Inn.
3 I think it would be not accurate to
4 say I don't do that for the other ones, Tom. I'm
5 involved in the beginning. I'm involved in the
6 very end. I'm not involved -- and my sister would
7 really be the person to answer any questions as it
8 relates to any of those things.
9 **Q. There's a comment in here that you**
10 **wanted the hotel to open as a birthday present for**
11 **your mother?**
12 A. Her birthday was in January, so. I
13 wanted it to open two years before that. Since it
14 was opening in January, I thought it could have
15 been nice if it happened to open near her
16 birthday. So we said happy birthday to her
17 anyway. That was never the goal, to open on her
18 birthday.
19 **Q. Do you have any other -- you've got an**
20 **owner's suite or owner's residence in the hotel?**
21 A. I do not.
22 **Q. In Hotel Bennett?**
23 A. Yes. They describe it as that, I
24 think from a marketing perspective, to try to take
25 it above a presidential suite, you know, calling

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1 it the owner's residence. I have never spent one
2 night in the hotel.
3 **Q. So that's not set aside for your**
4 **particular use?**
5 A. No, not at all. I believe you would
6 describe it just like you name -- you've got the
7 ambassador's suite, kind of named after Nikki
8 Haley. Got a presidential suite. Then we have
9 the owner's suite.
10 MR. HILDEBRAND: I think I'm ready to
11 take a break for a few minutes.
12 (A recess was taken.)
13 MR. HILDEBRAND: Back on the record.
14 BY MR. HILDEBRAND:
15 **Q. Mr. Bennett, if you would turn back,**
16 **one quick question, on Exhibit 3. The very last**
17 **page and the very last paragraph. I have a couple**
18 **of questions about this. It reads: The hotel's**
19 **architects of record are Buck Lindsay of Lindsay**
20 **Pope Brayfield Clifford & Associates in Atlanta**
21 **and Chris Schmitt of Schmitt Walker Architects in**
22 **Charleston. The hotel's design architects are**
23 **Fairfax & Sammons Architects of New York City.**
24 **Balfour Beatty, the second largest hotel**
25 **contractor in the U.S., is serving as the**

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1 **project's general contractor, while the interior**
2 **designer is Design Continuum.**
3 **The last part of that I understand.**
4 **What I'm not clear about is what -- and I**
5 **understand that Buck Lindsay was the architect of**
6 **record in his firm. What did Chris Schmitt do on**
7 **this job?**
8 A. Help us get through the BAR, Board of
9 Architectural Review. So he would make
10 presentations to the BAR for us.
11 **Q. Did he actually do any of the design**
12 **work?**
13 A. I don't remember, Tom. Kim might have
14 a specific memory. But he would sit in with, like
15 -- I don't have a direct recollection of something
16 he designed today, but he was an extra set of eyes
17 for us for Charleston's Board of Architectural
18 Review.
19 **Q. So he was the home boy to get the BAR**
20 **-- help assist with the BAR approval?**
21 A. I mean, I think that's unofficially
22 what we would say, but he's a smart man, and he
23 used to be the head of the BAR in previous years.
24 So it's not uncommon to have a local architect
25 help maybe answer questions or even make

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1 presentations, right.
2 (Bennett EXH. 4, Settlement Agreement,
3 marked for identification.)
4 BY MR. HILDEBRAND:
5 **Q. I'll hand you what's been marked as**
6 **Exhibit 4.**
7 THE WITNESS: I don't recall you
8 saying this on 3, the same thing you said on 1 and
9 2. But you mean the same thing on 3 as 1 and 2,
10 right? You got that, right?
11 BY MR. HILDEBRAND:
12 **Q. Right. He has a standing objection.**
13 **This is a settlement agreement between Library**
14 **Associates and Goff D'Antonio, dated January 28,**
15 **2010, and on the second page it says that: Goff**
16 **D'Antonio produced services for the design**
17 **construction of the Marion Square hotel project,**
18 **which is Hotel Bennett, correct?**
19 MR. BUNDY: Tom, for the record, I'm
20 making the same objection on all these exhibits.
21 MR. HILDEBRAND: I understand.
22 MR. BUNDY: Because they weren't
23 specifically provided.
24 MR. HILDEBRAND: I understand. No
25 problem. You got a standing objection.

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1 MR. BUNDY: I'm moving for whatever
2 relief I can get.
3 BY MR. HILDEBRAND:
4 **Q. It says: Goff D'Antonio claims that**
5 **it's owed $435,000 and has filed a mechanic's lien**
6 **for $371,000 for the project. What did -- what**
7 **happened here?**
8 A. They were the first architect, and
9 that plan wasn't going to get approved by the BAR.
10 That's when we hired Fairfax & Sammons. So they
11 had designed something preliminarily that we then
12 threw away.
13 **Q. Okay. What was the dispute over the**
14 **funds that they were owed?**
15 A. I don't really have any recollection.
16 I don't really. I know we paid them a lot of
17 money, and then we threw their plan -- we had to
18 throw their plans away. It was not received well
19 at the BAR, and changed architects.
20 **Q. How did you come to --**
21 A. And designed a new building.
22 **Q. It says down below that that the claim**
23 **of Goff D'Antonio was settled for $260,000. Does**
24 **that ring a bell with you?**
25 A. I don't have any memory of it. If

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1 that's what this document says, I assume that to
2 be accurate, Tom.
3 **Q. How did Sammons come to be chosen as**
4 **one of the designers?**
5 A. I believe that either the city or some
6 neighborhood communities in that area -- I don't
7 think it was Ansonborough, but some of the
8 neighborhoods downtown were promoting classic
9 architecture, and they had some design charrette
10 public meetings just in general in Charleston area
11 and what the landscape of the future of that area
12 could look like, and they were well received by
13 the community and by the neighborhood groups.
14 And they were classic design
15 architects, designed in a very classic style, and
16 that's how I ultimately got with them. I don't
17 remember who introduced me to them or how I -- I
18 assume I called them up after they had been
19 working in these design charrette meetings in the
20 community.
21 **Q. So was Buck Lindsay retained before or**
22 **after Sammons?**
23 A. After.
24 **Q. Can you give me an approximate date**
25 **when Sammons was retained?**

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1 A. I'm sure there are contracts, Tom,
2 that could give you specific dates. This thing
3 took so long. I'm a little afraid. If I made a
4 guess, that's what it would be: It would be a
5 guess. But I'm sure there's actual dates
6 somewhere in the file, or Kim might have a good
7 memory on that.
8 **Q. Sammons did, I guess, schematics?**
9 A. They did the exterior. They did the
10 design. Yes, I guess you describe it as
11 schematics. Again, Kim would have a better memory
12 on that, but they were the design. They were the
13 design architects.
14 **Q. Are you familiar with the term**
15 **schematics?**
16 A. I think so.
17 **Q. Conceptual drawings?**
18 A. Yes. I don't know if they took it
19 past that or not, Tom. They never produced
20 working drawings, if that's what you're referring
21 to.
22 **Q. I'm just curious. Where, at what**
23 **point did Buck Lindsay get involved?**
24 A. I think you ought to ask Kim, because
25 she could give you. I would kind of speculate.

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A. I'm sure that's the way it happened.
Q. Do you remember that specifically?
A. I mean, I can't tell you the day and the time and the date. But again, I would ask Kim. She would have a very clear memory on that. I do remember Buck was doing some hotels down in Disney, either for Disney or for some of the other major players down there, building significant hotels.
Q. So your recollection is part of the experience that went into your determination to use Buck Lindsay was that he had done --
A. That he was capable of doing this.
Q. I'll ask Kim about what her recollection is, but I'm asking you what your recollection is.
You do recall specifically meeting with Buck Lindsay and asking him questions and making sure that you were comfortable that he and his company had the experience and resources to act as the architect --
A. I mean, if I didn't --
Q. Let me finish the questions, or the court reporter will get mad at me.
-- he had the experience and

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capabilities to design this project?
A. You know, Tom, there's about five questions in that question. So if you want to isolate it, I will do it. But I'll just tell you in general, yes, we visited with him to make sure he had the capability of doing this project, and then we hired him. And if we didn't think he could do it, we would not have hired him.
Q. I understand. Did you ever -- why didn't you hire one of the local architects in Charleston? Why didn't you hire a Charleston or a more local architect?
A. I mean, that's such a speculative question. I wouldn't know how to answer that, Tom.
Q. Have you worked with LS3P?
A. I don't know if any of them are experts in hotels.
Q. Or any of those other --
A. I believe that that's all Buck Lindsay's group does.
Q. Hotels?
A. As opposed to the firm you mentioned. They probably do many other types of buildings.
Q. How long have you been working with

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Buck Lindsay?
A. Again --
Q. Approximately?
A. I don't want to approximate. I don't know if it's five years or seven years, but for some time. You know, this project now goes back -- when did we start this project, 2015 or '16 or whenever it started. Heck, it's been four years since then. So it's probably been four or five years before that.
Q. Did Buck Lindsay express any reservations or concerns about being the architect on this project?
A. No.
Q. Did you have any reservations about his firm being from -- they're in Atlanta, correct?
A. Yes.
Q. -- about being in Atlanta and not having an office here in Charleston?
A. No.
Q. How about Balfour Beatty, do you recall any -- do you have any recollection of what the vetting process was for Balfour Beatty for this project?

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A. We interviewed three or four firms, and they were one of them.
Q. Who else did you interview?
A. Again, I would ask Kim the specific names of them. I wouldn't remember the specific names.
Q. You don't recall, sitting here today, who else you interviewed?
A. No. This is five or six years ago. I don't know. I don't recall the specific names of the other construction companies, but we did interview, I know, three of them. Again, Kim would know the exact name.
Q. Were you personally involved with those interviews?
A. Yes.
Q. So you attended them?
A. Yes.
Q. And asked any questions that you might have to satisfy yourself?
A. The other contractors made presentations to us.
Q. Along with Balfour?
A. Yes. Everyone made a presentation to us.

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or we wouldn't have any change orders with the plans, that they will own those plans.

Q. Is that what they said, you will have -- after we review these plans there will be no change orders?

A. Tom, you asked me what I thought they meant when they said, we will own the plans. I was trying to tell you what I thought they meant when they said, we will own the plans.

Q. Right. I'm trying to see if I understand what your understanding was.

A. I just told you what my understanding was when they made that comment.

Q. So your understanding was when somebody said one time, we will own these plans, preconstruction, that that meant to you that there would be no change orders, correct?

A. That they fully would understand the plans, and they had six months to a year to determine if there was any issues with the plans.

Q. My question, though, is did they ever say that there would be no change orders?

A. I don't remember.

Q. Was there any other description by the -- whoever made the comment, we will own these

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plans, about what was meant by that comment?

A. I don't remember.

Q. So the comment was made, we will own these plans, and then there was no further discussion or explanation of what that meant? You simply had an understanding of what you thought they were talking about, correct?

A. It was very clear what their intention was when they said that.

Q. Okay. And their intention was what?

A. That we'll have six months to a year to study these plans. We'll understand these plans fully. So when we give you a price, that will be the price.

Q. The price that they agreed upon is based on the drawings that are reflected in the contract, correct?

A. I assume. I don't really get involved with the contract, the specifics of the contract. I assume that's what they -- I assume the contract reflects what the plan was.

Q. That's pretty basic, though, isn't it, Mr. Bennett, that when you hire a contractor and you want them to do -- to build a building that you give them a set of drawings and you say, give

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me a price on these drawings, correct?

A. I think so, yes.

Q. That's what Balfour Beatty did with this contract with you, and we're going to go through it in just a little while. They said, here are the contract documents, the drawings, and here is the price that we're giving you to do all of this work, correct?

A. I assume that's what they did.

Q. That's what's done on every job, isn't it?

A. If you know the answer, why did you ask me? I assume that's what they did, Tom. But I've never -- I mean, those plans are this thick. I assume they gave a contract based on the plans.

Q. Well, do you recognize that -- you're a businessman, correct?

A. I work in hotels and restaurants. I think you could describe me that way.

Q. Right. Do you enter into contracts regularly?

A. Yes.

Q. And if you have discussions that preexist a contract, do you recognize and understand that those prior discussions really are

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unimportant insofar as the final written contract is concerned? What governs is the written contract, not what was discussed orally before, agreed?

A. You know, I think, I assume that's the case, Tom, but...

Q. For example, say you have a set of drawings for building a hotel. You talk to the contractor about it and say, what's your price. And they say, $50 million. And you say, no, that's way too much, I want 40 million. And then the agreed upon price is $45 million, and they sign a contract for $45 million. It would be -- it would be unreasonable for them to come in and say we want $50 million because that's what we said in our prior discussions when the actual written contract contains the terms?

A. And I think that's what Balfour Beatty is doing, is asking for money that's outside that contract.

Q. We'll get to that. But the written contract is what governs here, agreed?

A. Yes.

Q. Whatever the terms are in that contract is what the parties are bound to, agreed?

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A. I assume we're bound to whatever the contract says and then whatever happens after that, Tom.

Q. Were there any other comments made by -- okay. If you had -- you were represented by counsel in drafting the contract for this project, correct?

A. Yes.

Q. And Kim Brown was involved with that as well?

A. Yes.

Q. Anyone else from Bennett Hofford or Bennett Hospitality?

A. I would ask Kim, but I would think it would be mainly outside counsel and Kim. I don't know if -- I don't know if Tracy Ray would have looked at it or not. I don't know. I don't know if our real estate lawyer, Foster Gaillard, would have looked at it. I don't know, but Kim and Bill Bundy could answer those, could tell you whether Foster looked at it for us. I don't really know.

Q. My point is that you were represented by at least Mr. Bundy --

A. Correct.

Q. -- in negotiating the contract?

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A. Yes.

Q. And you've got other attorney resources that you can utilize. You can use just about any top-flight law firm here in Charleston that you want to to review contracts if you want to, agreed?

A. Well, I think that's what I did, isn't it?

Q. So, with Mr. Bundy?

A. I don't know if you're implying that --

Q. No. No.

A. I'm a little confused by your question.

Q. My simple question is that, you as the owner, nobody holds a gun to your head and says you've got to sign this contract?

A. Correct.

Q. And anything that's important to you to put in that contract, you can pipe up and raise your hand and say, I want this in my contract, and insist that it be a term. Then the other side can either say yes or no, but you have the opportunity to put in the contract what you want to, agreed?

A. I don't get involved with the

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contracts or the details of the contracts. I have not read the contract. I signed it based on the advice of counsel and Kim.

Q. But you understand -- you don't disagree with my point, though. If anything in this contract with Balfour Beatty was important to you, then you had the opportunity to say I want that included in this contract, agreed?

A. I defer to counsel and to Kim.

Q. No. No. It's a question to you. If you want something in the contract, you can insist that it be in there, can't you?

A. I didn't read the contract, Tom. I signed the contract. So I'm responsible for my signature on that contract. And you know, if we left something out, then that's my problem. And I signed the contract, and I've got to live by the contract, and I'm not going to be mad at Bill or Kim if they left something out or didn't. I mean, you know, they've done it for a long time for me, and I trust that they're doing the best that they can.

Q. I understand, Mr. Bennett. I'm not asking you what actually occurred here. I'm just saying that if there was something that was

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important to you, you could have gotten more involved if you had wanted to and insist on provisions?

A. That's so speculative. I mean, I assume anybody can do anything they want to do about anything.

Q. No. But you as the owner, you can certainly insist on terms in the contract you want to?

A. I don't get involved with that.

Q. Were there any other discussion -- is there anything else that you can testify here to under oath today about comments or discussions or anything else like that precontract that you had with Balfour Beatty that you feel are important to this case?

A. Not that I remember right now. Again, I would ask Kim. You know, we selected Balfour Beatty because we thought they were the best, and the comments that they made to us were part of that decision.

Q. Do you know if as part of the selection process or the vetting process for Balfour Beatty, whether you checked any references or talked to anybody else who had used them?

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A. I would defer that to Kim also. Did I call -- was your question did I call anybody they built a property for?
Q. Right.
A. I don't remember, sitting here today. I would ask Kim. She has a good memory on all of this stuff.
Q. So sitting here today, is it a fair statement that you don't recall checking any references personally for Balfour Beatty? Is that correct?
A. I don't say I don't recall. I would rather say I don't remember it.
Q. What's the distinction?
A. If Kim or if Mr. Bundy or somebody else on the team says, well, don't you remember we did this and we did talk to someone, it might jog that memory. As I sit here right now, I don't remember doing -- checking.
Q. That's all I'm asking. All I can ask you about is what you know and you can testify and remember here right now under oath.
A. Okay. Right now, no, I don't remember calling anyone that they had worked for. That was your question? That was your question, Tom?

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Q. Right. Did you check any of the references for Balfour Beatty?
A. I don't recall calling anyone they had built anything for.
Q. Calling anybody or otherwise checking references, so to speak?
A. I don't remember.
Q. So on this contract we've -- this was the biggest project of your career?
A. Yes.
Q. And you have some other projects that are right now in the drawing stage, but have you actually signed contracts for construction yet for the Mount Pleasant project or where the Meeting Street apartments were?
A. I have some things under construction right now, yes.
Q. What are the contract amounts that are for those?
A. I don't know the exact number on the contract amount.
Q. An approximation?
A. You mean a construction contract?
Q. Well, I'll move on. Let's do this. On this particular project, this -- we've already

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said this, the biggest project of your career to that point?
A. Yes.
Q. It was a major financial undertaking for you, agreed?
A. Yes.
Q. It was going to be the iconic family legacy for you, correct?
A. It was going to be a very nice project that my family would -- yes.
Q. A legacy project, according to the articles you read, I believe?
A. I don't write the articles, Tom.
Q. Well, anyway, is it your testimony that you did not read the contract that I'm going to ask you to identify in just a minute, you did not read it before you signed it?
A. I don't recall reading it.
Q. Is it your habit to or your usual practice not to read contracts?
A. Yes. I would have Kim and/or Tracy and/or Bill explain them to me, but I would not read them myself.
Q. So you wouldn't read them. You would have somebody explain them to you; is that

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correct?
A. Yes. We would have legal counsel explain those to us and Kim on our side.
Q. Did that occur for this project?
A. We're referring to the Hotel Bennett project?
Q. Yes, sir.
A. Yes.
Q. So before you signed, do you recall having a discussion with your attorney and Kim Brown about what the important parts were so that you had a --
A. I don't recall the specifics, Tom. I recall generally selecting Balfour Beatty, and then them -- us ultimately signing the contract. I assume you have the contract. I can review it. I'm sure I signed it, and I'm responsible for it whether I read it or not. But that is the norm, Tom. I think you did ask me that. I don't know. I used to read these things for 20 years, but for the last 20 years I really don't.
(Bennett EXH. 5, AIA Document A133-2-9, marked for identification.)
BY MR. HILDEBRAND:
Q. I'll hand you what I have marked as

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1 **just asking if you recall any discussions relative**
2 **to the liquidated damages provision in this**
3 **contract?**
4 A. I think I said that I discussed it
5 with Bill and with Kim Brown.
6 **Q. Do you remember -- who negotiated --**
7 **did this contract -- who actually drafted the**
8 **contract? Do you know?**
9 A. I don't know. I would defer to
10 counsel and Kim Brown.
11 **Q. You don't have any recollection that**
12 **it originated from Mr. Bundy?**
13 A. I think that would -- I don't know if
14 Balfour Beatty started with the contract and then
15 Mr. Bundy took it over or whether we started with
16 it and passed it down. I don't really remember.
17 **Q. Do you have any recollection as to the**
18 **contract going through several iterations before**
19 **the final one, final contract was signed, you**
20 **know, as the terms were negotiated?**
21 A. As I sit here today, I don't remember
22 any of those things. If that's the question, once
23 again, I think Bill and Kim would know that.
24 **Q. How about as far as the guaranteed**
25 **maximum price, do you have any recollection about**

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1 **negotiating any of the specific provisions**
2 **relative to that?**
3 A. No more or no less than all of the
4 other things about the contract. I don't really
5 get involved with that. That would be to counsel
6 and to Kim.
7 **Q. If the contract specifies at the very**
8 **bottom of Page 7 under the liquidated damages, it**
9 **says: In the event construction manager does not**
10 **achieve substantial completion of the work within**
11 **the contract time, including approved extensions,**
12 **the contractor shall pay the owner as liquidated**
13 **damages, and not as a penalty, the sum of nine**
14 **thousand five hundred dollars -- that's written**
15 **out. Then it says $9000 in Arabic numerals -- per**
16 **day for each calendar day of delay. Do you see**
17 **the discrepancy there?**
18 A. The discrepancy?
19 **Q. Yes, sir.**
20 A. Oh, it says nine thousand five
21 hundred, but it was typed in 9000. Is that your
22 point?
23 **Q. Yes, sir.**
24 A. I see it, since you pointed it out.
25 **Q. Do you know which one was intended?**

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1 A. No.
2 **Q. It's, obviously, an inconsistency. Do**
3 **you know which one was intended?**
4 A. Not as I sit here today.
5 **Q. Who would, if I were to -- if Balfour**
6 **says it was intended to be $9000 and if you say --**
7 **well, if Bennett Hospitality says -- Library**
8 **Associates says it's actually $9500, who would be**
9 **arguing that point from your perspective?**
10 A. I assume counsel and Kim.
11 **Q. Does it ring a bell with you that the**
12 **contract was intended to be -- the work for the**
13 **contract was intended to be completed within**
14 **28 months?**
15 A. I think it was 27 months, is my
16 recollection, but I don't know if that's my
17 recollection from when I signed it or when Kim may
18 have told me that. I think it's 27 months or
19 28 months.
20 **Q. Okay. Well, 27 or 28. We'll go**
21 **through the provision here shortly. But would you**
22 **agree that that term is based on a contract period**
23 **that would assume that the construction would**
24 **progress in a customary manner and without unusual**
25 **disruptions and delays?**

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1 A. You know, I don't have enough
2 knowledge about why they're so late, Tom. I mean,
3 the contract is the contract, and they finish when
4 they finish. I don't know that I can answer that
5 question with any authority or with any facts.
6 **Q. Do you have any understanding when**
7 **this contract was signed with Balfour Beatty and**
8 **the design documents were specifically referenced**
9 **in it, were those intended to be the design**
10 **documents that Balfour Beatty was to construct the**
11 **project by?**
12 A. I wouldn't have any idea. I assume
13 there's a contract and there's a set of plans, and
14 that's what it is.
15 **Q. Wouldn't it stand to reason, just**
16 **common sense, that if the architectural design**
17 **documents are specifically incorporated, that the**
18 **price is based on building it according to those**
19 **design documents?**
20 A. I assume we have a signed contract,
21 and we have a signed set of plans that was -- that
22 that contract was based on.
23 **Q. Fair enough. Right. Do you**
24 **understand just generally, do you understand**
25 **generally that if there are changes that the owner**

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1 **wants that increase the cost of the work, that the**
2 **owner is responsible for paying for those changes?**
3 A. I assume there's a contract that would
4 reflect what the actual obligation is, Tom. It's
5 approved by -- everybody has to approve it, and
6 then I sign it. I assume that I've signed that
7 additional contract, and if it's not been signed
8 or approved, then it hasn't been signed or
9 approved.
10 **Q. But just from just a general**
11 **standpoint, based on your years of experience as a**
12 **developer, you would expect that if the work**
13 **that's depicted in the contract gets changed by**
14 **the owner at a cost increase to the contractor,**
15 **that the contractor would be entitled to payment**
16 **for the increased cost?**
17 A. That would just be speculation for me
18 to answer a speculative question. I don't think
19 you want me to do that. I think if there's change
20 orders that are approved -- and they have to be
21 approved by people outside of me. I don't approve
22 them. If they get approved and signed, I think we
23 all have to live by it. If they're not approved,
24 then maybe that's why we're here.
25 **Q. Fair enough. And maybe we can**

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1 **short-circuit a lot of these questions.**
2 **Basically, I think you have already said this.**
3 **The contract says what it says and means what it**
4 **says, and both Balfour and you are obligated by**
5 **those terms, agreed?**
6 A. I would probably defer to my counsel
7 on that, but I assume if I have signed the
8 contract, then I have to live with the contract.
9 **Q. From what I understand, you don't have**
10 **any personal knowledge or testimony to contradict**
11 **any of the contract language that you feel would**
12 **be binding in this case; you'd just simply say,**
13 **look, what I think doesn't matter, we have to**
14 **return -- we have to refer to the contract,**
15 **because I don't have any specific recollection?**
16 A. I would say what I think doesn't
17 matter. I think what the contract says matters
18 and what my counsel thinks and my sister Kim
19 thinks, that they could add anything to that
20 question that might be beneficial to the process.
21 **Q. Were the contract provisions ever**
22 **negotiated across the table with somebody from**
23 **Balfour?**
24 A. You know, we had a couple of meetings
25 at the Rice Mill Building and I think at the

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1 Embassy, where we were talking about the contract.
2 I don't know if it was specifically about what you
3 just said, but we were talking about the contract,
4 you know, before we signed it. I think there were
5 a few meetings after they started construction.
6 **Q. My next question is, if there were**
7 **contractual discussions, do you remember, do you**
8 **have any recollection of who was on the other side**
9 **from Balfour, who you dealt with or who their**
10 **representative was?**
11 A. You're referring to a specific meeting
12 that you know about that you're asking me about?
13 **Q. No, sir.**
14 A. You're just saying, in general, in the
15 last five years have you ever met with them? It's
16 a real wide-open question. It's hard for me to
17 give an honest, direct answer. We had several
18 meetings with them before and several meeting with
19 them during, and the Balfour Beatty team, whoever
20 they are, were there.
21 **Q. My question to you is really pretty**
22 **specific: Before the final contract was signed,**
23 **do you recall the names of any persons on the**
24 **Balfour side who were actually negotiating the**
25 **contract?**

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1 A. I think it was those three I
2 mentioned: Mike Bombeck, Pat Dean, and Jeff
3 Sandeen. And then there was an African-American
4 woman, I believe, involved in there, and then
5 there was a superintendent. I don't know if he
6 was a superintendent or whether he was the
7 estimator, but I remember the African-American
8 woman and another man there who was not Jeff or
9 Pat or Mike.
10 **Q. What were the obligations of the owner**
11 **and the architect? Do you understand that on a**
12 **project like this sometimes the contractor may**
13 **have questions about something in the drawings**
14 **that they need answered?**
15 A. What was your question, Tom?
16 **Q. Do you understand that in a project**
17 **like this frequently a contractor will have a**
18 **question related to the design that he needs to**
19 **have answered by either the owner or the**
20 **architect?**
21 A. Is there a specific example that
22 you're referring to?
23 **Q. No. It's a general question.**
24 A. Just in general?
25 **Q. Yes, sir.**

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A. I would assume the contractor would talk to the architect or to the project manager or the company or...

Q. Do you have any understanding, is there any time period that the architect -- let's say the general contractor has a question about the design. Do you have any understanding, sitting here today, about what obligation the design team has in response? Is there a particular time that they have to respond within, or do you have any knowledge?

A. I don't know. I don't know if it specifies it in the contract or not.

Q. How about as far as the owner is concerned? If the -- let's assume that the contract has a provision that has an allowance and there has been some aspect that has not yet been decided. Say an allowance for the flooring. So the owner has to decide what the flooring is going to be in the lobby, okay, just hypothetically. If the contractor tells the owner, you need a decision on the flooring, is there any obligation on the owner to respond with any particular amount of time?

A. I assume it would be in the contract.

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Q. The contract, I'll represent to you, says: Within a reasonable time. Does that ring a bell with you?

A. You know, if that's what you tell me, I believe you.

Q. Would you agree that a reasonable time would be a time that would not delay the contractor?

A. You know, I'd rather not be the one who defines what reasonable is. I don't -- again, I think counsel and Kim could help you, and maybe the project manager. I don't know if there's an art to that term as it relates to architecture and construction or not, right.

Q. Were there -- the contract that was signed in this job dated September 22, 2014.

A. That's the date I signed the contract?

Q. That's the date that's shown as the contract date on the very first page at the top, September 22, 2014.

A. Yes, sir. I see that.

Q. Did the design of the building change after that date?

A. I wouldn't know.

Q. You have no recollection?

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A. I'd ask Kim and the project manager, could probably tell you.

Q. So sitting here today, you don't -- you have no recollection, Mr. Bennett, of any design changes that took place on this project since -- from the time that the contract was signed with Balfour Beatty on September 22, 2014?

A. That's five years ago, Tom. If we requested a change, then I'm sure we would have signed it, and there would be a record of it. Rather than speculating on what I remember from five years ago, I'd rather react to an actual -- if we made any request for changes, the actual -- the document and if we signed it or whatever.

Q. So sitting here today, not -- I understand we can look at the documents, and the documents will speak for themselves, and we can do that.

My simple question to you is, Mr. Bennett, based on your recollection sitting here today, do you recall that there were any design changes from the time that the contract was signed with Balfour Beatty up until the time the hotel was built?

A. Tom, I'm working on designing several

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other projects right now. So I have not studied this information to refresh a memory that may be years and years old. I'm sure Kim would have a specific recollection if what you asked happened, and I'm sure she could perhaps remind me of what change we did or didn't make.

Q. So is it a fair statement that, sitting here today, you cannot testify under oath about any design changes that occurred in this job from the time that Balfour signed this contract?

A. Tom, I don't do that for the company. I'm not involved in that. My sister is.

Q. Fair enough.

A. And Jim are. So there may be a document that you can produce that says, Mike, you signed you this and you had to know about it. I don't remember as I sit here right now. It would not be my normal MO to be heavily involved with any of that.

Q. It's a very simple question, and I think you have answered it. But sitting here today, without referring to documents, you can't recall or testify about any design changes in this building from the time that Balfour signed the contract, agreed?

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A. I tried to answer it the best way I could, and I just did that. So I have answered it the way I answered it.

Q. Correct?

A. I'm not trying to -- I'm trying to be 110 percent honest, and I have answered it the way I have answered it.

Q. The answer is yes, you cannot identify based on memory any design changes from the time, correct?

A. If you want to ask her what I just said. I'd like to stick with what I just said. I don't want to have to regurgitate what I just said. It's not part of my process to be reviewing these things, and so if there were changes that we requested, then there are changes were requested. If the changes we did not request, we didn't request them. And as I sit here right now in this very moment, I don't remember a specific change that we requested, and yet I assume there may be some.

Q. Do you have any -- sitting here today without referring to the contract documents, do you have any recollection about whether Library Associates was to self-perform any of the work

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with its own forces?

A. I don't. I don't. I don't know that.

Q. Fair enough. Mr. Bennett, I don't mean to embarrass you by this question. I honestly don't. But do you have memory problems?

A. I don't think so.

Q. Do you see a physician, or have you seen any medical providers for any memory issues?

A. No. I'm not involved with the day-to-day operations of these projects.

Q. I guess, Mr. Bennett, I'm just a little bit perplexed. If this is the biggest project of your life and the descriptions of it were as we talked about, it just seems that you would remember what happened from the time that the contract was signed up through construction, but you just don't, correct?

A. Tom, I'm working on ten other hotel projects. My sister Kim would perhaps have any answer that I couldn't answer, and that's the way our company has always been run, Tom. I don't get involved once these things start up. I'm just not involved with them.

Q. But you were involved on this project. You were heavily involved, weren't you?

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A. Tom, I don't think I reviewed one construction draw in the several years. I never reviewed any of this. So the draws would be approved by whoever they're approved by. I assume by the project manager, the architect, my sister Kim. That's how we operate this company, and I don't get involved with all of those details of any of these things.

And you, you didn't embarrass me. You should embarrass yourself by saying that as a mental impairment. You know, there ain't many people who have been able to do what I've done in this town based on how I started. To suggest that is a little -- you know, you should be ashamed of the comment.

Q. I can tell you, Mr. Bennett, that I meant no disrespect. I can tell you that my memory is not as good as it used to be.

A. It must not be, because I have answered all of your questions very clearly. I want everything on the table. If you talk to Kim, I think she can answer a lot of them. She is the one in the weeds on all of this. She'll answer whatever she can answer, and I think she'll do a good job for you. I'm not withholding any

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information from you. I have a contract. I have to live with it whether I like it or not.

Q. All right, sir. So let me understand how things actually worked on this job based on your recollection. Your recollection is you didn't read the contract and that you didn't review any written documents related to this project, correct?

A. Tom, the general -- the way we generally run our company is that the counsel will provide the information. Kim reviews it. On occasion Tracy in my office reviews it. We'll sit down. If I have a question, I'll ask a question. If I don't have a question, I don't ask a question. I trust them that they can do as good or better job than I can in what I've asked them to do. I rely on them. I accept what they usually present to me when they tell me everything is done, it's okay for you to sign.

Q. Mr. Bennett, what I'm trying to figure out is how things worked on this job. Is it a fair statement that you didn't read virtually anything related to this project; what happened was Kim Brown would come to you and say, we need a selection on the lobby desk, and, Michael, we need

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1 **your input on it?**
2 A. Oftentimes they would not even ask.
3 MR. BUNDY: Objection to form of the
4 question.
5 THE WITNESS: Oftentimes they would not
6 ask me that. I don't need to make all of those
7 decisions. Other people would make those
8 decisions for me.
9 BY MR. HILDEBRAND:
10 **Q. The decisions that you did have input**
11 **on -- and there were decisions that you had input**
12 **on, agreed?**
13 A. Yes.
14 **Q. The way it happened was you were**
15 **simply told by Kim Brown that your input and your**
16 **decision was needed, hypothetically, for the lobby**
17 **desk. You didn't review any documents. You just**
18 **relied on Kim to relate to you what was needed,**
19 **agreed?**
20 A. Yes.
21 **Q. All right. And then you would respond**
22 **to her with whatever direction that you might**
23 **have, and it would be in an oral context?**
24 A. Yes, or whatever direction she might
25 tell me. So she's a senior person in that

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1 company. She's my sister. She runs that company.
2 **Q. So all of your communications on this**
3 **job were oral, correct?**
4 A. I mean, I sign my name to the
5 contract. So that would be in writing.
6 **Q. No. No. No. I'm asking about your**
7 **actual communications. You don't have email,**
8 **right?**
9 A. No, I don't.
10 **Q. You don't text?**
11 A. No.
12 **Q. Everything that you do with Kim Brown,**
13 **might have been with Balfour Beatty, or anybody**
14 **else; it was all just oral, agreed?**
15 A. Yes.
16 **Q. What did you do to prepare for your**
17 **deposition here today?**
18 A. Not a whole lot. I did meet with
19 counsel.
20 **Q. When?**
21 A. Yesterday.
22 **Q. For how long?**
23 A. Not long.
24 **Q. Ten minutes?**
25 A. No.

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1 **Q. An hour?**
2 A. Yes, an hour.
3 **Q. What else?**
4 A. I think that's it.
5 **Q. Did you talk to anybody regarding this**
6 **case?**
7 A. I talked to counsel.
8 **Q. In preparation, other than counsel?**
9 A. I don't think so.
10 **Q. Have you spoken with anybody from**
11 **Balfour Beatty about this case since it was filed?**
12 A. I don't think so.
13 MR. HILDEBRAND: Off the record.
14 (A lunch recess was taken.)
15 MR. HILDEBRAND: Back on the record.
16 BY MR. HILDEBRAND:
17 **Q. I'm trying to understand what role you**
18 **had during the construction of this project. Is**
19 **it your testimony that you did not review pay**
20 **applications that Balfour Beatty submitted?**
21 A. Correct.
22 **Q. Did you ask about them, or were you**
23 **told about them by anybody?**
24 A. That would not be -- normally they
25 would process them, I think, once a month or so.

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1 I would not normally be in that loop unless -- I
2 was not in -- again, Kim Brown would be doing
3 that, and Jim Clements and the architect.
4 **Q. What was the role of Jim Clements and**
5 **the architect in reviewing pay apps?**
6 A. Jim was the project manager for us.
7 And then the architect, I believe, has to approve
8 the contractor's request, and I believe the bank
9 had a representative also who would approve the
10 pay apps. I think that's how that works, Tom.
11 **Q. So the pay app request, as you**
12 **understand it, Balfour Beatty would submit it. It**
13 **would be approved and then reviewed by Jim**
14 **Clements, then reviewed by Buck Lindsay. Buck**
15 **Lindsay would sign it as appropriate to pay, and**
16 **then it would be paid?**
17 A. That's the way I understand.
18 **Q. How about change orders, did you**
19 **review change orders before they were executed?**
20 A. I personally did not.
21 **Q. At any point did the project go over**
22 **budget, to your knowledge?**
23 A. You know, Tom, I think the original
24 project was 59 million. I don't know if I
25 remember that. I saw that in here, but then I

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1 think it went up to 65 million or 64 million. I
2 think there were some approved change orders. I
3 don't know what they would have totalled.
4 **Q. But then, as you understand it, there**
5 **were change orders that were issued by the owner**
6 **that increased the contract amount from about 59**
7 **million to about 64 million?**
8 A. I don't know if they were by the owner
9 or by the contractor or by the architect. I'm not
10 sure.
11 **Q. Was the undisputed contract amount**
12 **changed, to your knowledge, from about 59 to 64?**
13 A. Is it reflected in this contract, Tom?
14 If that's what it says, that's what it says. I
15 think it changed, and I don't know if it changed
16 before we started or after we started. I think it
17 was before we started, but Kim would answer that
18 very quickly and clearly. Is it reflected in this
19 contract?
20 **Q. It's on the pay applications. I'm**
21 **certain there are change provisions in that**
22 **contract. But my question to you is, sitting here**
23 **today, do you have a recollection that the**
24 **owner-approved changes to the contract amount**
25 **increasing it from 59 million to 64 million, does**

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1 **that ring a bell to you?**
2 A. I know it increased to about 64, and I
3 can't tell you if that was changes that we did,
4 the architect did, Balfour Beatty did or whatever,
5 but I think that was approved by everybody, I
6 believe.
7 **Q. You said, I think you testified that**
8 **your sister Kim Brown reviewed pay applications**
9 **and then signed them; is that right? Or she**
10 **authorized the payment; is that correct?**
11 A. I think the architect and the
12 bank's -- I think the bank had a representative.
13 The architect was involved. Jim Clements was
14 involved, and Kim was involved. So I think all
15 four of them had to come to agreement, I believe.
16 **Q. How about for change orders, did Kim**
17 **have authority to execute change orders?**
18 A. Yes.
19 **Q. Is there anything on this job that Kim**
20 **Brown did not have authority to do?**
21 A. You know, it probably required my
22 signature with the bank or on these things, but
23 she could do them, and then I might have to sign
24 something to reflect what she was wanting me to
25 do. I don't know that she had signature. I don't

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1 know if she signed the pay apps. I assume she
2 did. We can look at the pay apps and it would
3 tell us who signed it.
4 **Q. Your recollection is that you didn't**
5 **ask any questions; basically you just relied on**
6 **her to --**
7 A. You know, I'm not heavily involved
8 with the details once these things got started,
9 Tom. So I would say 99 percent of the stuff would
10 go through her.
11 **Q. Is it a fair statement that Kim Brown,**
12 **for all practical purposes, had full authority to**
13 **act in your place for everything that was going on**
14 **with this job?**
15 A. I think so. I don't think she was
16 allowed to sign because she wasn't the signature
17 on the loan, or she wasn't signature on the
18 contract -- with the contract I think. They still
19 needed me for something, you know.
20 **Q. Basically, that was she would just say**
21 **sign here, sign here?**
22 A. Yes, this is what this is, this is
23 what we're doing. Again, on change orders, I
24 don't know if she signed them or not. Hopefully,
25 we've got a change order here somewhere. We can

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1 look at it. She ran that job for our company.
2 **Q. How about Jim Clements, did he have**
3 **full authority as well to speak on your behalf and**
4 **act as your representative on the job?**
5 A. He acted as our representative, yes.
6 **Q. Did he have authority to?**
7 A. I'm a little worried about that word
8 because that implies to me that he could go sign
9 something, and I don't think that he had the right
10 to sign something. Again, I think it was Kim and
11 Jim and the architect who would kind of agree on
12 it. So that's my understanding of it, Tom.
13 **Q. So is it your recollection and**
14 **understanding that Jim Clements didn't have**
15 **authority to actually sign documents or make**
16 **commitments on behalf of the owner; that had to be**
17 **done by Kim Brown or you?**
18 A. I don't think he could do that
19 independently without Kim knowing. I don't think
20 he would make changes to the contract without Kim
21 being in that loop.
22 **Q. So basically, so if there was**
23 **something -- if there's a change or some sort of**
24 **document that needed to be executed on behalf of**
25 **the owner, Jim Clements would need to go through**

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1 **either Kim or you to get approval for that?**
2 A. Or to explain to Kim what it was. He
3 might tell her we need to do this, this is per the
4 contract, this wasn't in the contract, we need to
5 do this, so.
6 **Q. Then how about the architect? Did the**
7 **architect have authority on this job to act on**
8 **your behalf?**
9 A. Again, I think the architect and Jim
10 and Kim were in that loop on all of the draws. So
11 does that mean he had the authority? I mean, he's
12 an independent architect. He would agree or
13 disagree with the draw request, I believe is how
14 that works.
15 **Q. Well, for the -- say a pay application**
16 **is proposed by Balfour Beatty. Do you know if the**
17 **architect before executing it would touch base --**
18 **I think you may have already answered this. Will**
19 **he touch base with Jim Clements and with Kim**
20 **Brown, say, was this appropriate --**
21 A. I really don't know how they do it.
22 They do it. I'm not involved with that. So
23 however they're supposed to do it. I assume they
24 did it the way they were supposed to do it. But
25 I'm sure you will interview those people also.

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1 **Q. So you don't have any personal**
2 **knowledge or testimony about what authority the**
3 **architect had on this job, correct?**
4 A. Whatever the contract would specify
5 that I had with them. I would think that would be
6 the proper authority.
7 **Q. Right. I agree. That's what governs.**
8 **But I'm talking about from your independent**
9 **recollection. You don't have personal**
10 **knowledge --**
11 A. You know, Kim met with him and talked
12 with him regularly. I didn't talk with him
13 regularly. Kim would have talked with him
14 regularly throughout the project.
15 **Q. Let's go back to -- did you mention**
16 **earlier that there were preconstruction or**
17 **precontract services that were provided by Balfour**
18 **Beatty?**
19 A. I believe, yes, that's what you would
20 call that, I think. I think we paid them a fee to
21 go through those plans.
22 **Q. Did you say about $50,000?**
23 A. It could have been 100. Could have
24 been 50. It was some kind of number. It wasn't
25 for free.

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1 **Q. Did you understand, do you understand**
2 **that the -- that Balfour Beatty does not have the**
3 **authority either in the contract or under law to**
4 **act as the designer and actually design the**
5 **project or provide design functions?**
6 A. You know, I think we hired an
7 architect to design it and interior designer to do
8 the interiors. I looked at Balfour Beatty as the
9 contractor.
10 **Q. To built it according to design,**
11 **correct?**
12 A. I don't know if they had any
13 obligation on certain design items. I don't know.
14 It would be in the contract if they did.
15 **Q. How often did you visit the project?**
16 **Were you physically on site of the project?**
17 A. Not frequently.
18 **Q. Can you tell me what that means? Once**
19 **every other day? Once a week? Once a month?**
20 A. I would say if that project -- I
21 believe it was a 27-month project. I think it was
22 finished in 45 months. I don't think I was there
23 45 times. I do not think I was there 45 times,
24 which would be once a month. So less than that.
25 **Q. Do you have any expertise in**

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1 **scheduling?**
2 A. No.
3 **Q. Construction scheduling?**
4 A. No.
5 **Q. Do you have any opinions relative --**
6 **do you know what the critical path is? Have you**
7 **ever heard of that?**
8 A. Yes.
9 **Q. What is it?**
10 A. The schedule the jobs take and kind of
11 where they are in that schedule.
12 **Q. Do you know anything beyond that,**
13 **beyond that definition?**
14 A. If you ask me a question. I think
15 that's what a critical path is, is the schedule of
16 the job.
17 **Q. The schedule of the job, okay. How**
18 **about Kim Brown, how often was she on site?**
19 A. You should ask her, but she was -- Jim
20 was the point person, but Kim would have been our
21 point person also.
22 **Q. So you have no knowledge?**
23 A. I'd rather not speculate, but I would
24 say surely as necessary. Our office is right down
25 -- down not far from there.

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1 **Q. As I understand it, you did not hire**
2 **any additional people when the Hotel Bennett**
3 **started, correct?**
4 A. We hired Jim Clements to be the
5 third-party project management company. I don't
6 think we hired anybody inside our offices, if
7 that's what your question was.
8 **Q. How often did you expect Jim Clements**
9 **to be on site?**
10 A. Whatever was necessary.
11 **Q. Not a certain number of times or**
12 **anything like that?**
13 A. I don't know what the contract says.
14 I'd rather refer to Kim and Jim on the contract.
15 **Q. How about the architect, do you know**
16 **how often they were on site?**
17 A. I'm sure there was a contract that
18 would say.
19 **Q. Do you have any personal knowledge?**
20 A. Other than whatever the contract might
21 say.
22 **Q. How about, did you have any direct**
23 **contacts with Balfour during this project?**
24 A. During the project?
25 **Q. Yes, sir.**

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1 A. If I -- yes, I'm sure we had some
2 meetings during the project over that 45 months.
3 **Q. Would you ever attend any of the owner**
4 **architect contractor meetings?**
5 A. Who would have been in those meetings,
6 Tom?
7 **Q. They're called OAC meetings: owner,**
8 **architect, contractor.**
9 A. You know, I think I went to one of two
10 of those. I think they had a big one at the
11 Embassy Suite one time in the conference room. I
12 remember being in there on a meeting with Balfour
13 Beatty and the architects and Jim and Kim and
14 whoever else. I don't remember. I was not
15 regularly at those meetings.
16 **Q. What was the -- do you remember, what**
17 **the reason for that meeting was?**
18 A. Not really. I can speculate it was on
19 the schedule, but I don't -- I would be
20 speculating. It happened so long ago. I don't
21 really remember the discussion in that conference
22 room, but I remember being in the meeting in that
23 conference room.
24 **Q. Do you understand that the -- this**
25 **dispute relates in part to the fact that Balfour**

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1 **Beatty was not paid, did not receive payment from**
2 **Library Associates for its last two -- last couple**
3 **of pay applications, in particular the last one?**
4 A. I think on the last one I was aware of
5 that.
6 **Q. Why was Balfour --**
7 A. I think the architect decided that
8 they -- that, one, the job wasn't finished, and
9 the amount that was owed to Balfour, what they
10 would owe us would exceed that -- what Balfour
11 would owe Library Associates would exceed what
12 that final draw was, and the architect recommended
13 not making that payment.
14 **Q. Do you consider this is a significant**
15 **lawsuit that's been filed?**
16 A. That Balfour Beatty filed?
17 **Q. Yes, sir.**
18 A. You know, do I think it's a big
19 lawsuit?
20 **Q. Right.**
21 A. Yes. I think it's not true and not
22 accurate. But yes, I think it's a big lawsuit.
23 **Q. What's not true and accurate about it?**
24 A. I think they owe us a lot of money,
25 and I don't think we owe them -- that the amount

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1 that they will owe us at the end of this will far
2 exceed what we would owe them.
3 **Q. Well, what was the basis when it was**
4 **decided on that last pay application not to pay**
5 **Balfour Beatty?**
6 A. I didn't get involved with it. I know
7 that they thought -- the architect thought that
8 what they would owe us would exceed what that
9 final draw was. And they, in the architect's
10 opinion, never finished the job. As you might
11 know, Tom, after they quit showing up for the job,
12 we brought in other companies to finish it.
13 **Q. We'll get into that. So sitting here**
14 **today, you cannot -- is it a fair statement that**
15 **you can't testify as Michael Bennett, basically,**
16 **the owner of the project, why it was that Balfour**
17 **was not paid its final contract amount?**
18 A. I think I answered that.
19 **Q. I think you said that the architect**
20 **said don't pay it?**
21 A. That they had determined that what
22 Balfour Beatty would owe us with the amount of
23 work still needed to be done and perhaps with the
24 damages that they would owe to us being -- how
25 many months is that, Tom? It was supposed to be

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1 27, and it was 40- -- somebody tell me how it
2 went. The project finished in January. It was
3 supposed to finish in August of '17, and it
4 finished in January of '19. So I think it's
5 17 months behind schedule. And with all of the
6 significant damages from that and from the fact
7 that we had to finish the project, that's what was
8 decided.
9 **Q. So let me understand your testimony.**
10 **It's your understanding that the reason that**
11 **Balfour was not paid its final pay application was**
12 **it was -- the project was not completed on time?**
13 A. Project was not completed, and it was
14 not completed on time.
15 **Q. Wasn't completed until January?**
16 A. Wasn't completed -- Balfour Beatty
17 didn't complete the project.
18 **Q. You say you completed it in January,**
19 **your forces?**
20 A. I didn't complete it, but we hired
21 another company that completed the project.
22 **Q. So it was to complete the project --**
23 **because Library Associates had to expend money to**
24 **complete the project and because there were**
25 **delays; is that correct?**

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1 A. I think that's part of that, yes.
2 **Q. Was there anything else?**
3 A. I don't know. You should ask the
4 architect and ask Kim.
5 **Q. I'm asking you, though.**
6 A. And Jim. I told you what I think and
7 what I know, Tom. I don't know any more. I have
8 told you everything I know about it. I tried to
9 answer.
10 **Q. The only two reasons that you are**
11 **aware of sitting here today --**
12 A. I don't want to say the only. I've
13 said they didn't finish the job. We had to bring
14 in another contractor, and the amount of damages
15 we had far exceed the amount that was owed.
16 Generally, that's what it is. Does that mean
17 only? I wouldn't use the word only, because there
18 may be something else in there, but that's
19 generally what it is.
20 **Q. Does the architect share in the**
21 **responsibility for any of your damages?**
22 A. I don't know.
23 **Q. Have you been told by anybody that the**
24 **architect is responsible in whole or in part for**
25 **any of the delays on the job?**

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1 A. I don't know.
2 **Q. No. I'm asking you. Have you been --**
3 **not asking if you don't know. Have you been told**
4 **by anybody?**
5 A. I don't know, or I don't remember.
6 I'm trying to give you an honest answer, Tom. I
7 don't know or don't remember.
8 **Q. You can't recall anybody criticizing**
9 **the architect as being the cause for any of the**
10 **damages or delays that were sustained; is that a**
11 **fair statement?**
12 A. I don't recall.
13 **Q. Have you asked anybody since this**
14 **lawsuit was started, have you asked Jim Clements**
15 **or Kim Brown or the architect to say, listen, what**
16 **role does the architect have in the damages that**
17 **we have sustained?**
18 A. I don't personally get involved with
19 this lawsuit. Kim and Jim ran the project, and I
20 let them. They have the information. I don't
21 have the information, Tom.
22 **Q. So even though it's ultimately your**
23 **money --**
24 A. It is.
25 **Q. -- and you're the president of the**

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1 **company and --**
2 A. That's right.
3 **Q. -- and the buck ultimately stops with**
4 **you, right?**
5 A. And all I want is the right thing to
6 happen, whatever that is. I'm going to live with
7 it. That's it. That's it. And I ain't
8 driving -- I ain't driving it. You know,
9 whatever -- it's all in the past. So whatever
10 happened happened. Whoever is responsible is
11 responsible, and then ultimately that will be
12 decided one day in the future, and I'll have to
13 live with that decision.
14 **Q. Right. Whoever is responsible is**
15 **responsible, whether it's you, whether it's Jim**
16 **Clements, whether it's Buck Lindsay, or whether**
17 **it's the interior designer, correct?**
18 A. Well, why don't you complete the
19 sentence.
20 **Q. And/or Balfour?**
21 A. There you go. I think those are the
22 people who worked on it.
23 **Q. But who among that group might have**
24 **actually caused your damages, you don't know?**
25 A. We think Balfour Beatty did.

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1 **Q. Pardon me?**
2 A. We think Balfour Beatty did.
3 **Q. And what is the basis for that?**
4 A. That's what we've just been talking
5 about, Tom.
6 **Q. I mean, what is the basis other than**
7 **the owner, the architect --**
8 A. They're 17 months behind schedule.
9 That's a big part of it.
10 **Q. Well, we know that the --**
11 A. We have construction experts in Jim,
12 and we have -- and then my sister Kim could really
13 help you on these things.
14 **Q. Okay. Well, is it your position that**
15 **the contract schedule, I understand is 28 months,**
16 **was planned to -- the project was planned to and**
17 **then completed by July 30, 2017. Is it your**
18 **position, Mike Bennett's position, that all of the**
19 **delay is attributable to Balfour Beatty?**
20 A. I don't know if that's -- if all of it
21 is not, and rather than saying it's a position, it
22 would be my understanding that they were
23 responsible for the majority of that time delay.
24 I don't know if some of that was attributed to us
25 or the architect or not. To me it is kind of

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1 whatever it is.
2 **Q. I understand. Do you know why the**
3 **architect is not a party to this lawsuit?**
4 A. I don't.
5 **Q. Have you asked anybody?**
6 A. I don't think so.
7 **Q. And you haven't had any discussions**
8 **with Kim Brown or Jim Clements or anybody else as**
9 **to say, well, why isn't the architect at the**
10 **table?**
11 A. I don't really know. That's a good
12 question. I don't know.
13 **Q. Same question for the interior**
14 **designer: Do you know why they're not at the**
15 **table?**
16 A. I wouldn't know. I didn't decide who
17 would get sued. I don't have that expertise.
18 **Q. Was the project completion an**
19 **important aspect of this job for you? When you**
20 **signed the contract, did you have a general**
21 **understanding? You said you thought it was**
22 **27 months?**
23 A. Whatever the contract says.
24 **Q. 27, 28?**
25 A. Okay.

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1 **Q. So it works out to about July 30,**
2 **2017. Did you know that when you -- did you have**
3 **an understanding when you went into the job about**
4 **how long it was going to take, was supposed to**
5 **take?**
6 A. Yes, of course.
7 **Q. So when that deadline was passed,**
8 **either the responsibility -- with the deadline --**
9 **when the project completion deadline was exceeded,**
10 **then there had to be some reason for the deadline**
11 **not being met, correct?**
12 A. Yes, probably incompetent leadership
13 on behalf of Balfour Beatty's part.
14 **Q. Why do you say that?**
15 A. Because it wasn't finished in the time
16 frame it was supposed to be finished.
17 **Q. There are all sorts of reasons. What**
18 **is the basis for that, though?**
19 A. That's what I said. That's what I
20 think.
21 **Q. What is the basis for Balfour Beatty's**
22 **-- what can you point me to directly?**
23 A. It was supposed to be finished in
24 27 months, and it took 45 months.
25 **Q. So it was supposed to be finished**

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1 **within a certain period. It wasn't finished until**
2 **later. So it's Balfour Beatty's fault?**
3 A. I believe that's true, and if the
4 architect is responsible for something or we're
5 responsible for something, then I'm sure we'll
6 take ownership of that.
7 **Q. What will convince you that you need**
8 **to take ownership of it?**
9 A. Facts that show us that we should take
10 ownership of it.
11 **Q. What will convince you to --**
12 A. I've got no idea what -- what's in the
13 future can convince me of something, Tom. Nothing
14 has convinced me yet.
15 **Q. Have you asked to -- have you reviewed**
16 **-- I think I know the answer to this. But have**
17 **you reviewed any of the project documents --**
18 A. No.
19 **Q. -- to determine whether other people**
20 **or who might be responsible for how much of the**
21 **delay?**
22 A. We believe it's Balfour Beatty.
23 **Q. My question, though, is, you said you**
24 **don't know what document you might see that might**
25 **convince you otherwise. Have you reviewed any of**

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1 **Q. I'm asking you. Are you aware of any**
2 **provision --**
3 A. I believe we would be entitled to the
4 damages that I started describing to you.
5 **Q. What is the basis of that?**
6 A. You'd have to talk to counsel.
7 **Q. No. I'm asking -- you've got no idea?**
8 **You have no basis for it?**
9 A. We suffered those damages. We think
10 Balfour Beatty is responsible.
11 **Q. Whether they are barred by the**
12 **contract or not, you don't have any opinion?**
13 A. That's one sentence in a 200-page
14 contract.
15 **Q. The damages that I've read into the**
16 **record just a moment ago where you're claiming**
17 **liquidated damages in the amount of $5,177,500,**
18 **and I said, I think -- did you testify that that**
19 **was computed by the number of days delay times**
20 **liquidated damages?**
21 A. I would assume that's what that is. I
22 don't know if that's what it is. I assume it is.
23 **Q. Do you have any knowledge, or are you**
24 **aware of a cap in the contract on the amount of**
25 **liquidated damages that the owner would be**

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1 **entitled to?**
2 A. I don't know. Is liquidated damages
3 different from these other damages that we're
4 discussing? So I'm putting everything under
5 damages. So I would think we would not be a cap
6 on them for overall damage.
7 **Q. Let's turn to Page 7 of the -- from**
8 **the very start. At the very bottom, do you see**
9 **Section 2.3.1.3?**
10 A. 8.2.31.3, yes, sir.
11 **Q. No. This is on Page 7. Section**
12 **2.3.1.3.**
13 A. Yes, I see that.
14 **Q. In the event construction manager does**
15 **not achieve substantial completion of the work**
16 **within the contract time, including approved**
17 **extensions, the contractors shall pay the owners**
18 **liquidated damages, and not as a penalty, the sum**
19 **of $9500 (9000) for each calendar day of the**
20 **actual time of performance to achieve substantial**
21 **completion, which amount small not exceed the**
22 **amount of contractor stated fee. Such liquidated**
23 **damages are hereby agreed to be a reasonable**
24 **estimate of damages the owner would incur as a**
25 **result of delay, completion of the project -- of a**

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1 **delay of completion of the project, and shall be**
2 **owner's sole and exclusive remedy for delayed**
3 **completion of the work.**
4 **Reading that as a layman, does that**
5 **provision of the contract appear to you to limit**
6 **the amount of liquidated damages to the**
7 **contractor's fee?**
8 A. I don't think it does, but you should
9 talk to the counsel on that, because our losses
10 are so overwhelming. Liquidated damages can't
11 come even close to compensating for the losses we
12 have. That will far exceed $50 million. And
13 whether this clause protects your client or
14 doesn't, I don't know. I'm not -- this might be
15 my second deposition, Tom. I don't know. But
16 we're going to take this case to court, and we're
17 going to find out what somebody else thinks about
18 that.
19 **Q. Are you aware of, or have you been**
20 **advised of a provision in the contract that**
21 **requires the owner to provide Balfour Beatty with**
22 **notice if it is going to claim consequential**
23 **damages against Balfour Beatty?**
24 A. Again, I would defer that to counsel.
25 **Q. So you have not had any discussions**

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1 **with anybody about whether there is any notice**
2 **provision?**
3 A. I don't know if I have or haven't, but
4 I would defer that to counsel and to Kim.
5 **Q. Do you think it's appropriate**
6 **otherwise, even without a contractual provision,**
7 **that if the owner is claiming that Balfour Beatty**
8 **has breached the contract and has caused damages**
9 **that the owner advise Balfour Beatty of that fact?**
10 A. I don't know.
11 **Q. You don't think it's appropriate to**
12 **advise?**
13 A. I'm not a lawyer. I don't know what's
14 the right protocol, Tom. You can ask our counsel.
15 We know we suffered significant damages. We're
16 pursuing it, I think properly, and pursuing it in
17 the manner that I think we should pursue it by
18 advice of counsel.
19 **Q. I'm sorry if I'm repeating this**
20 **question. But do you have any knowledge that**
21 **anybody informed Balfour prior to the architect**
22 **holding payment in January that the owner had a**
23 **claim against Balfour for liquidated damages or**
24 **otherwise in this project?**
25 A. I would ask Kim, Jim, and counsel.

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1 **Q. Are you aware of any documents that**
2 **would establish that?**
3 A. I'm not.
4 **Q. Are you aware of, has anybody told you**
5 **that Balfour Beatty has made claims for damages**
6 **caused by delays in this project prior to this**
7 **litigation being filed?**
8 A. I think that they have sued for an
9 exorbitant amount of money. So I assume it
10 includes those things, but I can't tell you what
11 everything they have sued under. But it's a big
12 number.
13 **Q. My question, though, is prior to this**
14 **lawsuit being filed, has anybody told you or made**
15 **you aware that there were any written claims or**
16 **notice of damage to the owner by Balfour for**
17 **damages --**
18 A. Tom, I was not the point person on
19 this project. So Kim and Jim and counsel and the
20 architect know all of these answers. The fact
21 that I don't know these answers doesn't make me
22 mentally have a bad memory, like you suggested.
23 That wasn't my job. I don't know the answers to
24 those questions, but I bet you between the counsel
25 and Kim and Jim and the architect, they know the

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1 answers to all of them.
2 **Q. That's not the answer to my question,**
3 **Mr. Bennett. My question was, sitting here today,**
4 **do you have any testimony where you recollect**
5 **anybody during this project advising you that**
6 **Balfour Beatty was claiming that it was suffering**
7 **damages as a result of delays and cost overruns?**
8 A. I just answered that question. It may
9 not have been.
10 **Q. Is your answer, no, you don't have any**
11 **knowledge of it?**
12 A. I answered it the way that I answered
13 it.
14 **Q. Do you have any knowledge?**
15 A. I gave you an answer, Tom. I'm not
16 trying to play any games. I'm trying to be -- I'm
17 not in the weeds on any of this stuff. Go to Kim,
18 Jim, the architect and Bill Bundy and find out
19 everything. I want everything to be -- I know
20 very little about all of those things. That's not
21 what I do for my company.
22 **Q. Are you aware of a mediation that took**
23 **place in this matter?**
24 A. I'm aware. I went to one mediation
25 that took place at Mr. Bundy's office. I'm aware

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1 of that mediation.
2 **Q. Who was the mediator?**
3 A. I don't know.
4 **Q. Does Tom Wills ring a bell?**
5 A. I don't know who the mediator would
6 have been. Mr. Bundy would know. It was in his
7 office.
8 **Q. I'm not asking you what transpired at**
9 **the mediation. But the claim was not resolved; is**
10 **that a fair statement?**
11 A. I think that's a fair statement.
12 **Q. Leading up to the mediation there is a**
13 **claim that had been asserted by Balfour. Are you**
14 **familiar with that?**
15 A. Not really, but if we had mediation --
16 no, I'm not.
17 **Q. So sitting here today you have no**
18 **memory of what it was that Balfour --**
19 A. You keep referring to my memory, which
20 is getting a little tiresome for me. It's not
21 what I did for my own company. I don't sit in on
22 those meetings. I don't do these things for this
23 company. I'm off working on other projects. So
24 you constantly describe it as I have a lack of
25 memory about it. I just wouldn't have been

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1 included in that necessarily, Tom.
2 **Q. But you went to the mediation?**
3 A. But Kim and Jim and the architect and
4 Bill would know every question that you have asked
5 today, and you constantly refer to mine as because
6 of a bad memory, and I think that's a -- that's an
7 incorrect analysis on your part.
8 **Q. I'm simply asking, do you have any**
9 **memory of what the precursor was to the mediation?**
10 **What was the basis of Balfour's claim?**
11 A. No.
12 **Q. Do you have any recollection or**
13 **knowledge of it?**
14 A. No. We had a mediation that didn't
15 resolve anything, to my knowledge.
16 **Q. Have you had any discussions -- let me**
17 **understand your testimony. Prior to receiving**
18 **notice from the architect in January that it was**
19 **going to withhold final payment from Balfour**
20 **Beatty, did you have any discussions with anybody**
21 **about withholding money from Balfour?**
22 A. Not that I recall. Again, Kim and
23 those other people I keep mentioning would know
24 that.
25 **Q. Did you ever tell Balfour that it**

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1 **could expect to be paid and you planned to pay the**
2 **money that it was owed for this job when the work**
3 **done?**
4 A. Tom, I didn't have very many
5 conversations with Balfour. I wasn't the project
6 manager. I wasn't the person in my office who ran
7 this job. So I didn't have any of those kind of
8 conversations. But I want you to get your
9 answers. I would refer you to Kim, Jim, the
10 architect, and our counsel.
11 (Bennett EXH. 7, 9/18/2019 Letter to
12 Judge Young From Attorney Bundy, marked for
13 identification.)
14 BY MR. HILDEBRAND:
15 **Q. All right. I'll hand you what's been**
16 **marked as Exhibit 7. Have you seen that document?**
17 A. When was this drafted, Tom?
18 **Q. It was sent to Judge Young**
19 **September 18, 2019.**
20 A. What date was that? What is today's
21 date?
22 **Q. 26th, I believe.**
23 A. 26th. I was out of town, I believe.
24 I believe I read it. I'm aware of this letter, if
25 that's what your question is.

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1 **Q. The third paragraph down on the second**
2 **page says: There is a report from a forensic**
3 **accountant showing that potentially $13.8 million**
4 **is duplicative or excessive. Do you know anything**
5 **about, have any knowledge about that document or**
6 **how that figure was computed?**
7 A. Not really. I think they said that
8 Balfour Beatty had originally liened it for 8
9 million, then went to 12 million, and then the
10 subs added liens equal to what Balfour Beatty's
11 were. So it got to 24 million, and I'm assuming
12 that that's what that is referring to.
13 **Q. On the first page it says that: The**
14 **mechanic's liens total in excess of $26 million.**
15 **Then on the second page it says that: You have**
16 **been required by the bonding company to bond off**
17 **the liens?**
18 A. Yes.
19 **Q. Is that correct?**
20 A. Uh-huh.
21 **Q. Who told you that you were going to be**
22 **required to bond off those liens?**
23 A. I'm sure Kim did, but I believe she
24 would have gotten that information from the bank.
25 **Q. Who is the bank representative she**

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1 **deals with?**
2 A. MetLife is the bank.
3 **Q. Do you know who the individual is?**
4 A. I don't know who she talks to. I know
5 the man who I borrowed the money from. I don't
6 think that's the one who administers these things.
7 **Q. The letter says that you are required**
8 **to bond off the liens by September 30, 2019; is**
9 **that correct?**
10 A. That's where it stands today.
11 **Q. Is there any request for an extension?**
12 A. I don't know if it's been in writing
13 yet.
14 **Q. What is the request?**
15 A. I don't know. I think we've got -- we
16 just got an emergency court hearing next week, I
17 think. Isn't that -- can I ask you that? Isn't
18 there an emergency court hearing next week on this
19 issue?
20 **Q. There is a hearing next week on the**
21 **bond issue.**
22 A. We'll determine what needs to be done
23 after that hearing.
24 **Q. If the bond is not reduced at that**
25 **hearing, when will you be required to bond off?**

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1 A. Whenever the bank requires me to bond
2 it.
3 **Q. This says September 30th. I think**
4 **that's next Monday. Have you got any extension**
5 **since beyond that?**
6 A. I have to ask Kim. I think Kim has
7 spoke to them and told them about this emergency
8 court hearing.
9 **Q. Do you have any idea what the**
10 **extension is that you have gotten?**
11 A. No.
12 **Q. Is it several days? A week?**
13 A. I have no idea.
14 **Q. You didn't ask her?**
15 A. No. She said we're going to go to
16 court, and then we'll make the decision what we
17 have to do.
18 **Q. It says: The bonding off the liens**
19 **requires an annual fee of one percent of total**
20 **liens, approximately $330,000. Most importantly,**
21 **this requires my client to post collateral in the**
22 **amount of one-third of the total liens plus**
23 **one-third, approximately $10 million. Do you see**
24 **that?**
25 A. Yes.

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1 **notice of this claim, what investigation, if any,**
2 **was made to determine the amount of money that**
3 **Balfour Beatty and its subcontractors were owed?**
4 A. I don't think they gave any backup for
5 the numbers. But again, Tom, I don't get involved
6 with these things. Kim would. Jim would. And
7 the architect would. But I don't believe they
8 gave really any backup for the payment request.
9 **Q. So do you have any knowledge of what**
10 **investigation, if any, was performed to --**
11 A. Once again, I didn't do that for the
12 company. So someone in my office -- no. The
13 answer is, I didn't do that for the company, but
14 Kim or Jim or the architect would have done that.
15 **Q. But you don't have any personal**
16 **knowledge of what was actually done, correct?**
17 A. What was actually done for?
18 **Q. In response to this demand for**
19 **payment.**
20 A. I know that Kim worked on it. That's
21 what I know.
22 **Q. Supposition on your part?**
23 A. Is it a supposition on my part? I
24 don't think so. Kim ran this job, and Jim did,
25 and the architect did. So that's who has been

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1 working on this.
2 (Bennett EXH. 9, October 2018 Draw
3 Number 43, marked for identification.)
4 BY MR. HILDEBRAND:
5 **Q. I want to hand you what's been marked**
6 **as Exhibit 9, which is a representation to the**
7 **lender or application to the lender for a draw.**
8 **It's Draw Number 43 dated October 2018. Do you**
9 **recognize this document?**
10 A. No. I didn't manage these or process
11 these.
12 **Q. So whose signature is that on the**
13 **left, bottom left?**
14 A. That looks like Kim Brown.
15 **Q. So she did have authority to --**
16 A. Yes. I think we discussed earlier
17 that she -- I don't know if she did or didn't,
18 whether she was required to get me to sign. She
19 may have had that authority, and I think that that
20 probably proves that she does.
21 **Q. As of this document, on the second**
22 **page under the heading Soft Costs. Do you see**
23 **that?**
24 A. On the left side? Yes, sir.
25 **Q. Yes, sir. Do you see construction**

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1 **management?**
2 A. Yes.
3 **Q. Total completed and stored**
4 **$686,088.43?**
5 A. Current value, is that what you're
6 looking at? Current stored to date 686. I see
7 that.
8 **Q. Would that reflect the total amount**
9 **paid to Jim Clements for his services to that**
10 **point?**
11 A. I assume, but I don't know if there
12 was anything else in there. I don't know if
13 anybody else got paid anything. I assume that's
14 what that is. Again, Kim could answer that.
15 **Q. Was there anybody else who did perform**
16 **construction management other than Jim Clements?**
17 A. No. You know, other than whatever the
18 architect does and whatever the bank does. I
19 don't know if we were required to pay those people
20 any kind of -- like, I don't know if the bank's
21 representative got -- because he was probably a
22 third-party guy, whether he got a fee. I don't
23 know. Kim would know that.
24 **Q. Has Jim Clements been paid in full for**
25 **his work on this job, to your knowledge?**

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1 A. I think you'd have to ask Kim.
2 **Q. Do you have any knowledge of any**
3 **non-payments to Jim Clements?**
4 A. You know, I didn't review any of
5 these. So I -- no, I wouldn't have any firsthand
6 knowledge --
7 **Q. That's all I'm asking.**
8 A. -- that Jim was paid in full or not
9 paid in full.
10 **Q. Skipping down several: Architectural,**
11 **engineer, interior, design. To the far right it**
12 **says $3,522,631.69. Would that appear to be the**
13 **total amount paid for those services up until that**
14 **date?**
15 A. For architecture, engineer, interior,
16 and design.
17 **Q. Right.**
18 A. That's what that says.
19 **Q. Do you have any knowledge or reason to**
20 **believe that the design people have not been paid**
21 **in full to this time?**
22 A. I wouldn't know and don't know. Does
23 this say it's been paid? If we drew it to pay
24 them, we paid them. But again, please ask Kim.
25 (Bennett EXH. 10, Email Correspondence,

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1 Subject 630/Marion Square - Hardware, marked for
2 identification.)
3 BY MR. HILDEBRAND:
4 **Q. I'm going to hand you -- you said that**
5 **you had no recollection of any involvement or any**
6 **particular involvement that you had with this job**
7 **during actual construction, correct?**
8 A. What is your question, Tom?
9 **Q. You have no recollection sitting here**
10 **today about any personal involvement that you had**
11 **with this project during construction?**
12 A. No. The project went on for
13 47 months. I did tell you I didn't think I went
14 there once a month, but I went there on occasion.
15 So, again, Kim would have, and the architect and
16 Jim would have. Those were the people who were
17 responsible for the project.
18 **Q. They were responsible, but --**
19 A. That's correct.
20 **Q. But you had the ultimate --**
21 A. It was just my money, okay. You think
22 everybody who builds these things is the ones on
23 the job all the time, Tom? That's not how these
24 things work.
25 **Q. No. I'm talking about owner**

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1 **selections and decisions on changes.**
2 A. Those are either made by me or Kim.
3 Kim would make them many times. I mean, they
4 would occasionally show me marble to pick out --
5 or not marble, stone or wood or something. But I
6 keep trying to tell you that, you know. I don't
7 have a day-to-day. I have the overall
8 responsibility, but I don't have day-to-day
9 responsibility or management job when these things
10 are under construction. That's handled by other
11 people.
12 **Q. You're saying you had very little**
13 **involvement with the interior design and the --**
14 A. No. They would make presentation to
15 us. Us being Kim and myself and probably Jim
16 Clements on interiors, and we would -- we
17 ultimately, me included, would select what we put
18 in there.
19 **Q. This is an email from Buck Lindsay or**
20 **from Woody Faust to Buck Lindsay. And Woody Faust**
21 **was the interior designer; is that right?**
22 A. Woody and Karen, yes.
23 **Q. In the first paragraph, second**
24 **sentence from the bottom, it says: At this point**
25 **Karen and I have followed what we think we have**

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1 **heard from Mike, which was to push to the**
2 **five-star level, and in the end we may need to**
3 **drop back in some areas. Was that --**
4 A. That was generally what we were trying
5 to accomplish, was to create that five-star luxury
6 hotel.
7 **Q. This indicates that you -- that**
8 **decision was made at or about this time. Would**
9 **that comply with your recollection?**
10 A. I don't think so. What was the date
11 on this? I don't see the date.
12 **Q. June 20, 2014.**
13 A. No. It was always the plan since we
14 got it approved that it would be a luxury hotel.
15 **Q. Five star?**
16 A. That was always the plan, to make it a
17 top luxury hotel.
18 **Q. A five star?**
19 A. You know, that's not necessarily
20 terminology that -- is that what it says in here,
21 five star?
22 **Q. Right.**
23 A. That's not the lingo that I would use,
24 but I would just say a top luxury hotel. So I
25 think that can be -- some people would call that

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1 five star, yes.
2 **Q. The next one down says: Woody, Karen,**
3 **there was a pretty -- and this is from Buck**
4 **Lindsay to Jim Lord and Woody Faust: There was a**
5 **pretty tense telecom last week where BBC told Mike**
6 **that he had a $55 million job, and Mike told them**
7 **that he had a $45 million job if BBC wanted it.**
8 **Do you remember that discussion?**
9 A. So tell me what they told me, and tell
10 me what I told them.
11 **Q. This is an email saying that Balfour**
12 **Beatty said that based on the design presented, it**
13 **was going to be $55 million, and you said, no,**
14 **it's a $45 million job. Do you have any**
15 **recollection of that?**
16 A. Not really, but I don't know if that's
17 what that says.
18 **Q. The next sentence says: The orders**
19 **were to bid the 99 percent documents and come back**
20 **with a $45 million number. The 95 -- the 99**
21 **percent documents, that indicates that the design**
22 **was 99 percent complete at that time, agreed?**
23 A. I don't know if that's construction
24 documents or design documents.
25 **Q. Well, if they were --**

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A. It was bad, bad job.
Q. I mean, can you give me any more details?
A. You'd look at a wall and you would see all kind of sheetrock mud or discolorations, and at first we tried to -- we asked them to go in there and just spot paint it, just try to touchup. And we asked them to put blue tape on the areas that they would have to fix, and they walked through and did about a -- walked through, and there was so much blue tape on a wall -- like on a wall like that, there would be 100 pieces of blue tape, and so you couldn't just go in and touch it up. They would paint that wall. So paint was put on badly. And whether it was because the sheetrock was wet, I don't know why it looked bad. It was just bad.
Q. So it was the sheetrock that you were complaining of?
A. No. Paint. I'm telling you what might have could have caused the paint to look bad. I don't know why the paint looked so bad. I'm not a painter.
Q. Was the color when it was repainted, was it repainted with the identical color that it

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was originally -- as was originally sold?
A. Yes. We didn't change the color.
Q. Was the finish of the paint the same?
A. It was the same paint, to my knowledge. It was the same paint. Just needed to be repainted.
Q. All right. Was the -- do you know if the original paint that was installed was a -- do you know what eggshell paint is?
A. Eggshell paint? Not offhand.
Q. Not familiar? Do you know what semigloss paint is?
A. Uh-huh.
Q. You need to answer yes or no, please.
A. Yes, sir. I'm sorry.
Q. Do you know what a flat paint is?
A. Yes.
Q. When it was repainted was it -- was the -- or do you know what was originally there? Do you know if it was semigloss or flat?
A. Whatever the designers recommended and Kim approved, and whatever they put on there, that is what they put on there the second time, would be to my knowledge.
Q. If the paint texture was changed from

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a flat or from semigloss to a flat, do you know why that was?
A. I wouldn't know that happened, and I wouldn't know why that was if it did happen.
Q. You don't have any knowledge of that taking place?
A. No.
Q. The entity with whom you contracted on this project -- if you'll look on the Balfour Beatty contract document?
A. The big one?
Q. Yes, sir. Do you see who the contractor is?
A. Balfour Beatty.
Q. Could you read the full name, please?
A. Balfour Beatty Construction.
Q. LLC?
A. LLC.
Q. Right.
A. 1930 Camden Road, Suite 280, Charlotte, North Carolina 28203.
Q. Right. Just the name of the company. The party contracted with was Balfour Beatty Construction, LLC, correct?
A. That's what this says, yes.

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Q. Right. Do you know why you filed a claim against Balfour Beatty Construction Group in this case?
A. You have to ask counsel.
Q. You don't have any knowledge of that?
A. No.
Q. Why that was done?
A. No.
Q. There was interior work that was required to be performed of the owner, I'll represent to you, under the contract. For example, low voltage wiring, hanging drapes, putting in furniture. Does that ring a bell with you, that the owner self-performed some of the work on this job?
A. We don't self-perform it, but I think some of that owner --
Q. Directly contracted with?
A. The owner directly contracts usually for the low voltage, for the drapes. Usually the contractor does the furniture. I can't tell you what was done on this job.
Q. Whose job was it on this project to oversee the work performed by contractors who you hired outside of Balfour?

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A. Kim, Jim, the architect.
Q. But if Jim was only there once every week or every couple of weeks and your forces were working, would they go unsupervised for some period of time?
A. I believe Kim and Jim would have done the majority of that work. I don't know if Jim was only there every two weeks or not. I think he was there as necessary.
Q. So it's your understanding that Kim directly supervised the --
A. No, that's --
Q. -- at least to some extent some of the direct contractors you hired?
A. I think if there were contractors hired directly by my company that Kim would have done that. And since Jim was the project manager, he would have overseen that. But Kim was also in that hotel regularly. So, again, I'm sure if you ask Kim and Jim, they can give you the spot-on answer.
Q. Was it your responsibility or Library Associates' responsibility to have somebody out there overseeing your workers all of the time to make sure that they were not --

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A. We didn't have any workers.
Q. Your direct contractors?
A. If they would have hired a subcontractor, then Kim or Jim would have overseen that. I don't think there was a lot of that, Tom, but you could ask Kim and Jim.
Q. Let's turn to the newspaper ads. I want to ask you about a couple of those that I did not ask you about earlier. Let's look at Tabs 8 and 9. So this is a project that you talked about earlier in Mount Pleasant that you're developing, correct?
A. I have several projects over there I'm developing. This is one of them and the biggest one.
Q. How many projects do you have actively under development right now?
A. I'm building some things right next to the Cooper River Bridge, and I'm working on the entitlement at Patriots Point. I'm developing a hotel on Daniel Island.
Q. And the hotel on Meeting Street or the apartments on Meeting that were apartments --
A. That will become a hotel in the future.

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Q. Is that entitled?
A. Yes.
Q. Is it contracted?
A. No.
Q. Is it designed?
A. Partially.
Q. Who is the architect on that?
A. We're going through the BAR process now.
Q. Who is the architect?
A. Joe Rabun is the man's name. His firm is Rosh Rabun and two other Rs. I can't remember the other two, but it's Rosh Rabun and two other gentlemen.
Q. Where are they headquartered?
A. Atlanta.
Q. In Atlanta?
A. Yes.
Q. Have you used Buck Lindsay's firm since the Hotel Bennett was begun?
A. I think we are talking to him on a project now. I don't know that Rosh Rabun did the one at the foot of the Cooper River Bridge and then someone else did the one on Daniel Island. So I don't think those next two -- I don't think

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Buck -- Buck didn't do any of those.
Q. But you're negotiating with him or talking to them on a project under development now?
A. You know, we have many projects that we're working on for the future, and he would be someone that we would talk to.
Q. So you would use him on other projects?
A. I would.
Q. How about DCI, would you use them again?
A. They're doing the one in Mount Pleasant.
Q. Are you familiar with a company called BMCC, Bernhard Mechanical Construction Company?
A. What kind of work do they -- did they work at Hotel Bennett?
Q. Yes, sir.
A. They did? Okay. I'm not overly familiar. They have initials kind of like Balfour Beatty. So I think I have seen those initials before.
Q. It's Bernhard MCC. They did the mechanical work.

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1 **incorrect?**
2 A. Yes. We've hired our consultants to
3 go through all of their requests.
4 **Q. I understand your consultants have**
5 **some opinions. Have you done that personally? Do**
6 **you have any personal knowledge, or have you**
7 **undertaken any analysis of these claimed damages**
8 **by Balfour to testify one way or the other as to**
9 **whether they're -- they would be appropriate under**
10 **the contract or not?**
11 A. Again, I would talk to Kim.
12 **Q. I understand.**
13 A. And maybe Jim. But I believe that the
14 -- our consultants are trying to get the
15 information from Balfour Beatty that can support
16 Balfour Beatty's claim.
17 **Q. I'm just asking you, Mr. Bennett.**
18 **This will go a lot quicker. I'm just asking, do**
19 **you have any information?**
20 A. I have the information that I just
21 told you.
22 **Q. Other people are working on --**
23 A. I virtually do nothing, Tom. You
24 know, I don't do any of these things. Other
25 people do them for us, right. So that's kind of

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1 the -- that's normally how it would work. Kim
2 would be involved in my office working with
3 management or Jim or the consultants to pull all
4 of that work together. Can I ask you a question?
5 **Q. No.**
6 A. That don't sound right. You're the
7 one that signed this letter. Where did you get
8 all of the information from? I bet you didn't do
9 the work.
10 **Q. Do you remember a change to the**
11 **ballroom where the columns, support columns, were**
12 **taken out of the design?**
13 A. No. And I don't know if that's
14 accurate, but I'm not aware of it.
15 **Q. Were the columns that were originally**
16 **shown in the original design were changed at your**
17 **request?**
18 A. I don't know that there were columns
19 in the original design, and I don't know if it
20 changed. If the contract says that, then that's
21 what the contract says, but I don't have any
22 personal recollection from that time, that long
23 ago.
24 **Q. Do you remember a request to Balfour**
25 **Beatty to price out changing the patisserie to an**

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1 **Irish pub?**
2 A. We talked to -- yes. We talked to
3 them about doing that.
4 **Q. At whose request?**
5 A. I don't know if Balfour -- you know, I
6 talked to Kim about it and maybe, maybe we ended
7 up talking to Balfour about it, yes.
8 **Q. How did that come about?**
9 A. We asked.
10 **Q. Who would have had that idea?**
11 A. It was my idea.
12 **Q. How did that come to you, or what**
13 **prompted that, if anything?**
14 A. Well, I opened a restaurant across the
15 street for my mother called Virginia's. She is
16 97 years old. And that's to honor her. This was
17 on the corner right across from her, and I was
18 going to open an Irish pub for my deceased Irish
19 father. So I thought my mother and father could
20 live forever with those two little restaurants
21 side by side. That was my motivation, and that's
22 when I tried to see if we could do that, and
23 turned out we couldn't do it.
24 **Q. Why couldn't you do it?**
25 A. I don't think the plumbing was capable

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1 of handling it. They'd already poured -- the
2 concrete structure was already up.
3 **Q. Was Balfour --**
4 A. I was going to call it Red Bennett's
5 Irish Pub, and I got Virginia's on King right next
6 to it. That's my mother and father.
7 **Q. Was Bennett or was Balfour paid for**
8 **the work that it did working up the Irish pub?**
9 A. I don't know what they -- I don't know
10 what they did.
11 **Q. How about the front desk or the**
12 **reception area in the hotel, was that part of the**
13 **original design at the time of construction**
14 **started?**
15 A. I'd rather -- I assume it is, Tom.
16 But, again, Kim could tell you exactly. I'm sure
17 the documents would reflect whether that was in
18 the original plan or whether there was a budget
19 number that was set aside for that. I don't know
20 if that front desk was completely designed at the
21 time the contract was signed or there was a budget
22 left for that, but the documents will reflect the
23 truth. Whatever it is, it is.
24 **Q. Was a mockup ever done for the**
25 **exterior of this building?**

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A. For the city?
Q. Yes, sir.
A. I don't think it was ever completed, and I don't believe it was ever completed to the city's satisfaction, and they did build it. It was built I believe several years late, Tom, and it caused a lot of problems with the BAR, because normally those are built first. I'm not sure why it wasn't built initially. They just didn't build it.
Q. Well, do you recall the -- do you know whether there was a host door that was included within that mockup?
A. I don't think there were any doors in there. Might have been a window in there.
Q. So you don't remember anything about a host door?
A. I don't know if it was a door. It could have been a window.
Q. Was there a delay caused in the project because the window was not available for use in the hotel because it was --
A. I can't imagine that's the case, no.
Q. That wouldn't make sense to you?
A. No, it wouldn't make sense to me,

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but...
Q. The building shouldn't be held up for a window in the mockup if it's required in the building, agreed?
A. Well, they were about two years late with the mockup. So had they built the mockup when they were supposed to, then that window would have been freely available. Since they built it so late, maybe the BAR said, you got to wait for us to approve this mockup before you take the window. I'm speculating on that. Kim would have a direct recollection on all of that.
Q. What is your basis for saying that -- so you're saying that Balfour constructed the mockup late?
A. Yes, incredibly late. Please ask Kim for the reason. I couldn't tell you the reason. I just know it was very, very late.
Q. So you know that it was constructed late?
A. Yes.
Q. But whose fault it was, do you have an opinion?
A. Well, they were the contractor.
Q. Because they were the sub -- the

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contractor, it's their fault?
A. They were supposed to build the mockup initially, right away. That's kind of -- working downtown, you build the mockup immediately.
Q. Was the design finished to enable them to build the mockup when it was supposed to be?
A. I assume it was, Tom. But if you ask Kim and Jim, they can verify all of those things.
Q. Were there any changes to the rooftop bar during construction?
A. I don't know.
Q. You have no recollection of that?
A. I don't think there's any changes from the physical size of it. I mean, that was -- I don't know if there were changes to the interior or something. If you have a specific change, then I might have a specific answer. But generally I'm not aware of it. But again, I'd ask Kim.
Q. How about the barn doors, do you know what those are?
A. I know what barn doors are. I'm not sure.
Q. How about, are there barn doors in the rooms at Hotel Bennett?
A. I wouldn't describe them that way.

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Q. That's not how -- you don't refer --
A. Barn doors don't sound like it goes with a luxury hotel. So I don't think I would describe them that way. It might be pocket doors. I don't think they're barn doors. Are we referring to the same thing?
Q. Do you remember a long -- many changes related to the -- you call them pocket doors. I've only heard them referred to as barn doors -- in the individual rooms?
A. No. Tom, I believe those doors in there are pocket doors, and they, I believe -- could be wrong -- they slide inside the wall, opposed to outside the wall. I might be wrong. I'd ask Kim that.
Q. So you don't have any recollection of delays that were caused because of the barn doors?
A. No.
Q. Or pocket doors?
A. No.
Q. So you don't have any testimony one way or the other on that?
A. Kim would know.
Q. How about changes to the interior, the rooms, and the configuration of the rooms and the

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1 **furniture, how they were supposed to go? Were**
2 **there changes relating to that during**
3 **construction?**
4 A. I don't think so for furniture layout.
5 And again, maybe the interior designers could
6 answer those questions and Kim. If there were
7 changes, they would have been so far in advance of
8 them getting to those floors when they were still
9 pouring concrete or driving pilings that it
10 wouldn't have affected the schedule, but I would
11 -- you should ask Kim that question. She'll know.
12 **Q. How about the -- in the board room,**
13 **was there ever a change in the height of the**
14 **display monitor in there?**
15 A. I don't know Tom.
16 **Q. No recollection?**
17 A. No. The monitor is like a TV screen.
18 So if they -- I don't know if they moved it up or
19 moved it down or anything. Kim would know.
20 **Q. Do you remember an issue coming up**
21 **during construction relative to builders risk**
22 **insurance?**
23 A. I don't have a recollection.
24 **Q. Did you ever contact any Balfour**
25 **Beatty employees or deal with any Balfour Beatty**

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1 **employees or any of its subcontractors directly on**
2 **the job, job site?**
3 A. Balfour Beatty employees, I would talk
4 to them if I was there.
5 **Q. How about its subcontractors?**
6 A. Do you have a specific example that
7 you could give me?
8 **Q. No, sir. I'm just asking you**
9 **generally. Do you?**
10 A. I mean, generally, I don't get
11 involved that way, Tom. I would talk to a Balfour
12 Beatty representative, but the gentleman you
13 talked about earlier, if he's the one who has that
14 big power plant for heating and air, then he is
15 somebody I would have spoken to, but that wasn't
16 even on the job.
17 **Q. Did you ever ask -- do you know Shanti**
18 **Pienak?**
19 A. Is that a young man or young woman?
20 **Q. It's a young woman who worked for**
21 **Balfour.**
22 A. Uh-huh.
23 **Q. Do you remember her?**
24 A. I think I know who that is. Does she
25 run the -- did she start off running the elevator

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1 for Balfour Beatty.
2 **Q. She was in the office as an**
3 **administrative assistant?**
4 A. Do you think that's the
5 African-American woman?
6 **Q. No. She's white.**
7 A. Did she work in the building.
8 **Q. No. She worked in the office.**
9 A. Where was the office?
10 **Q. Balfour's office on Meeting Street.**
11 A. The one on Meeting Street, not the
12 trailer on the job?
13 **Q. Right.**
14 A. What was your question?
15 **Q. Did you ever ask her to work directly**
16 **for Bennett to provide services or to help out**
17 **during a pinch?**
18 A. I don't have any recollection. If you
19 have a picture of her, I could tell you if I know
20 who she is. To help out in a pinch for -- what
21 that's for?
22 **Q. For Library Associates?**
23 A. To do what?
24 **Q. I'm just asking you. Do you recollect**
25 **asking her to help out with some during the job**

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1 **closeout?**
2 A. That I was trying to help out or she
3 was trying to help out?
4 **Q. Where Library Associates wanted her to**
5 **help out?**
6 A. I assume we wanted anybody to help
7 that could help. I didn't try to hire anybody
8 from Balfour Beatty.
9 **Q. When the original design was done,**
10 **what was the anticipated height to the building?**
11 A. 105 feet.
12 **Q. Was that ever changed?**
13 A. Took me twelve years to get it, Tom.
14 **Q. Was it ever changed?**
15 A. Not once. The Supreme Court gave us
16 105 feet.
17 **Q. Did the design ever have to change**
18 **because of the -- was there a reduction in the**
19 **allowable height to the building that compelled a**
20 **change in design?**
21 A. Took us twelve years to get 105 feet.
22 We would never have tried to get more.
23 **Q. So you don't have any knowledge of the**
24 **height of the building changing and being --**
25 **having to be reduced in the final set of drawings?**

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A. Jim told me something one of the subs said we reduced the building by 100 feet. I mean, it's so farfetched. I wouldn't know how to answer that, Tom. It took me twelve years to get 105 feet. Went to the Supreme Court. We never tried to build more than what took me twelve years to get approval for.

Q. Was the height of -- did you have any involvement with the finished ceiling height in the interior guest rooms or in the hallways for the guest rooms?

A. Did I have any involvement?

Q. Right.

A. Well, I own the building, but I don't direct any of this. So, again, Kim would have a clear answer for you, Tom, on most of these questions and on that question. You know, we always try to keep things as tight as you can, keep the ceilings as high as you can just as a general thing.

Q. You don't recall any issues coming up or input from you insisting that the finished ceiling heights not be lowered for whatever reason?

A. I know there was some hallway heights

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that got lowered, and we were trying to figure out a way with the architect I think to keep them as high as you could.

Q. Do you recall a change related to the egress on Stair 4?

A. No.

Q. Do you recall a change after the contract was signed with BBC where the rooms in Floors 6, 7, 8 were changed to suites?

A. I know we changed those to suites. I couldn't tell you the date we changed them.

Q. Did that impact the job?

A. I don't think so.

Q. Do you really have any knowledge?

A. Well, it was done so far in advance. They hadn't got to that point.

Q. Let's talk about the financing for this project. What was the loan amount that MetLife provided for the construction?

A. I think 65 -- well, for the whole project.

Q. It was for 65 million?

A. I believe that's right. If it's 64 or 66, please don't fault me. But Kim would know the exact number.

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MR. BUNDY: Excuse me. I have an email from Mr. Robert Hughes. Says he wants to know what happened to the deposition call. He got dropped.

(A recess was taken.)

MR. HILDEBRAND: Back on the record.

BY MR. HILDEBRAND:

Q. So for the financing from MetLife, was the financing that could be drawn down for paying Balfour only the original construction cost, the original guaranteed max?

A. I don't know. They -- I don't know. You would have to ask Kim. She managed that financing.

Q. So you don't have any knowledge of whether whenever a change was issued that resulted in increase in the contract price that all -- any such change orders had to be paid for directly by Library Associates?

A. Correct.

Q. It could not be taken out of the loan?

A. Correct. I think that's accurate, Tom.

Q. The final construction costs was I think on one of the exhibits that I handed you

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earlier that had the amounts from the -- the list of the architectural amounts and --

A. Wasn't it right around 64 and some additional?

Q. No. No. For the whole project.

A. Construction?

Q. Construction. No. No. For design and construction and everything else. Was it like $111 million?

A. I just recall it from seeing it somewhere in here. I think I saw 101 or 103. That included land and architecture and design and everything, I believe, Tom.

Q. My question is if the loan amount from the bank was only $65 million, that was not enough to cover all of the construction and design and everything else, correct?

A. It was enough probably to cover construction, but not all of the other costs, correct. It was about 65 percent of the cost, is what we anticipated at that time.

Q. Where was the source -- what was the source of the funding, the additional funding that would be necessary to finish the job?

A. That came from me.

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1 **Q. You personally?**
2 A. Yes.
3 **Q. Was that borrowed?**
4 A. No.
5 **Q. So you would have to stroke a personal**
6 **check to --**
7 A. It wasn't at one time. It was over,
8 you know, a series of time, but yes.
9 **Q. Did that ever present a hardship for**
10 **you?**
11 A. You know, it was a lot of money that I
12 had to put in there.
13 **Q. Was that the cause of any delayed**
14 **payments to anybody?**
15 A. No. All of that money went in there.
16 By the time the loan closed all of our equity was
17 in.
18 **Q. So you're saying that there's --**
19 **basically you paid money into an account that**
20 **added with the financing from the bank would have**
21 **been sufficient to draw against to finish the job?**
22 A. Ask Kim exactly. We had to put our
23 money in at closing.
24 **Q. To fund the anticipated cost of**
25 **construction?**

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1 A. Of the job. Well, not just the
2 construction, for the whole project.
3 **Q. For the whole project, right?**
4 A. Yes.
5 **Q. But that anticipated that the original**
6 **contract with Balfour is going to be 59 million.**
7 **So to the extent that there were changes, you**
8 **would have to have additional capital costs,**
9 **right?**
10 A. And I think that change came up right
11 at the last minute, Tom, like within the last
12 weeks of the project, and I think on that last --
13 what did they increase it by, 4 or 5 million? I
14 think that that was added during the project
15 later, not at the time, but the first, basically,
16 35 went in.
17 **Q. So is it your testimony that the --**
18 **when the project -- is it a fair statement that**
19 **when the contract amount with Balfour increased**
20 **from about 59 million to about 64 million, that**
21 **delta would have had to have been paid by you**
22 **personally?**
23 A. Yes.
24 **Q. That was over and above what you had**
25 **contributed to the equity of the project prior to**

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1 **that time?**
2 A. Yes.
3 **Q. So to make the final payments to**
4 **Balfour, you would have had to pay money out of**
5 **your pocket?**
6 A. Not the final payment. The first
7 payment. You know, we started putting that money
8 in four years ago, whenever the job started.
9 **Q. Right. I understood. But you**
10 **anticipated the costs were going to be -- were**
11 **based on a $59 million contract for Balfour?**
12 A. When it increased, then the bank --
13 then we started putting it in. Kim could tell you
14 the dates the bank would have required us to put
15 it in prior to the funding. I don't know if that
16 happened the first month or over the course of the
17 job or what time, but Kim could tell you exactly
18 how that happened.
19 **Q. But my question is, change orders --**
20 **the funding that you had anticipated that you had**
21 **to pay originally was based on the original**
22 **project budget?**
23 A. I believe so, yes.
24 **Q. Then when it changed through change**
25 **orders, you had to come up with additional money?**

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1 A. I don't know that it changed through
2 change orders. Let's agree that it changed by 4
3 or 5 million, and I had to fund that.
4 **Q. To have paid the full $64,000, the**
5 **delta from the original contract of 59 million to**
6 **that final figure would have had to have been paid**
7 **by you personally?**
8 A. Correct. $64 million, not 64,000.
9 **Q. Do you know who Michael Scarborough**
10 **is?**
11 A. He's a local judge.
12 **Q. Do you know him personally?**
13 A. No.
14 **Q. Have you ever met him, to your**
15 **knowledge?**
16 A. I think I have probably met him just
17 because Charleston is a small town, but I don't
18 know him.
19 **Q. How about Kim or anybody else with**
20 **your office, do you know if anybody else has a**
21 **relationship with him?**
22 A. No. I'm sure they don't.
23 **Q. For the construction loan, what were**
24 **the payment arrangements? Were they to be made**
25 **every month? How did that work?**

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STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

COURT OF COMMON PLEAS

BALFOUR BEATTY,

Plaintiff,

vs. CASE NO. 2019-CP-10-01108

LIBRARY ASSOCIATES, LLC, and METROPOLITAN LIFE INSURANCE COMPANY, a New York Corporation,

Defendant.

(Continued on Page2)

Volume II

DEPOSITION OF: MICHAEL BENNETT

DATE: September 27, 2019
TIME: 9:00 a.m.
LOCATION: 200 Meeting Street
Charleston, SC

TAKEN BY: Counsel for the Plaintiff
REPORTED BY: Roxanne Easterwood, RPR

A. WILLIAM ROBERTS, JR., & ASSOCIATES

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1 **started that were not incorporated into written**
2 **change orders?**
3 A. I wouldn't know that. I assume if
4 there was an approved change, there would be a
5 change order signed by me and by Balfour Beatty.
6 **Q. Why do you make that assumption?**
7 A. Wasn't that your assumption?
8 **Q. Well, I asked you if you were aware of**
9 **any changes, changes to the project that were not**
10 **incorporated in change orders. Your response was**
11 **you assumed they would be put into a written**
12 **change order signed by you and Balfour Beatty. My**
13 **question is, why do you make that assumption?**
14 A. That's how a construction project
15 works.
16 **Q. Any other reason?**
17 A. If there was an approved change order
18 that was recommended to me to sign it, I signed
19 it.
20 **Q. Is it true that you're not aware of**
21 **any changes to the project after construction**
22 **started that were not included in a signed change**
23 **order?**
24 A. I believe that's the proper way to
25 make a change on a project after something starts,

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1 is via change order.
2 **Q. Sure. And I appreciate that the**
3 **process -- you're explaining the process to me.**
4 **My question is different than that, though. My**
5 **question is, are -- is it true that you're not**
6 **aware of any changes to the project after**
7 **construction started that are not included in a**
8 **signed change order?**
9 A. If it's not a signed change order,
10 then that wouldn't be an approved -- that would
11 not have been approved if it's not signed.
12 **Q. Are you aware of any unapproved**
13 **changes to the project after the construction**
14 **started.**
15 A. Do you have any specifics that you
16 could ask me?
17 **Q. I'm just wanting to know if you're**
18 **aware of any unapproved changes?**
19 A. Not as I sit here right now. Again, I
20 would defer to the professionals who ran this job.
21 **Q. When a subcontractor performs work**
22 **beyond the scope of its -- let me ask it a**
23 **different way.**
24 **On this project, when a subcontractor**
25 **performs work that is beyond the scope of work**

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1 **included in its contract, who is responsible to**
2 **pay for that work?**
3 A. I don't believe I have a contract with
4 the subcontractors. I assume they have a contract
5 with the general contractor.
6 **Q. Do you know whether the subcontractors**
7 **that worked on this project had a contract with**
8 **Balfour Beatty?**
9 A. I assumed that's the way it worked.
10 **Q. To your knowledge, did Library**
11 **Associates receive change order requests from**
12 **Balfour Beatty that Library Associates rejected?**
13 A. Again, I would ask the professionals
14 that worked on this. I would say all of the ones
15 that should have been approved, they approved, and
16 if they should not have been approved, they did
17 not approve them.
18 **Q. Right. I understand that I can ask**
19 **them what they approved. I just want to know what**
20 **you're aware of. So are you aware of any change**
21 **order requests that Balfour Beatty sent to Library**
22 **Associates that were rejected?**
23 A. Again, I would defer. I was not the
24 construction manager. So I would defer that to
25 the professionals.

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1 **Q. When you defer some -- the answer to**
2 **my question or my question to these professionals**
3 **and other individuals working with Library**
4 **Associates, does that mean you don't know the**
5 **answer to my question?**
6 A. They were the ones in charge of the
7 management of the construction.
8 **Q. I understand they were in charge. I**
9 **want to know whether that means you don't know the**
10 **answer to my question.**
11 A. Ask me your question again.
12 **Q. Are you aware of any change orders**
13 **Balfour Beatty sent to Library Associates that**
14 **were rejected by Library Associates?**
15 A. I don't have any specifics, but I
16 understand in general that they sent many very
17 late or sent some late, but I don't have any
18 specifics, no. Again, I would ask the
19 professionals who manage it.
20 **Q. And these change requests that Balfour**
21 **Beatty sent late, were they rejected because they**
22 **were sent late?**
23 A. I don't have any knowledge. You'd
24 have to ask the professionals who managed the job.
25 **Q. Thank you. Yesterday there was some**

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than what I've been telling you the whole time. There was a team of professionals that managed that operation once we started construction.

Q. So do you agree that your involvement with the project from the date construction started until the date you opened the hotel was limited to owning the project and signing documents that the list told you you needed to sign?

A. You know, you're trying to ask questions which you know patently I don't think are accurate. We had a project under construction for 45 months. Construction professionals managed the property, and when they needed to ask me a question, they would ask is this the color marble, is this the color paint. I would be involved with that. So to say -- for you to try to put me in this box that I wasn't involved. I was involved where they needed me to be involved on picking interiors and whatever other questions they may have had of me.

Q. So how often did they need you involved?

A. I don't know. You should ask them.

Q. How often did you believe they needed

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you to be involved?

A. I don't recall.

Q. You talk about picking interiors. What role did you play in picking the interiors for the project?

A. There was an interior design firm, and when they were selecting the various things that an interior design firm select, they would show that to me and the people on my team, and we would pick what they -- various things they showed us, we would pick the things that we picked.

Q. Do you remember when that occurred?

A. I belive that was ongoing during the project.

Q. Do you know what year that process began?

A. I would think it started right at the beginning. Well, much of it started -- much of it started before we started construction.

Q. Do you know when the interior design selections were finished being made?

A. No. I think you could defer that to the list and/or the design company.

Q. Once you selected an interior finish, did those finishes ever change?

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A. Again, I would defer that to the people who managed the job.

Q. Do you recall ever picking out an interior color and then that color changing?

A. I don't recall as I sit here. But they could have picked something and then it might not have been available, so we had to pick something else. I'm not really sure.

MR. HILDEBRAND: Is this a good chance to take a few minute break, Don?

MR. TERRY: Yes.

(A recess was taken.)

MR. TERRY: Back on the record.

BY MR. TERRY:

Q. Mr. Bennett, I only have a few questions left. Yesterday you mentioned that -- or I believe you mentioned that you paid Balfour to make sure that they had no change orders; is that accurate?

A. I think -- I'm not sure what the term is, but they did a review of the plans in detail, went through a detailed review of the plans before we started construction to help us avoid change orders.

Q. Did they give you any written

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documents back in response to their review?

A. I think you would have to defer to what you describe as the list.

Q. Does that mean that you don't know whether they gave the written document?

A. We hired them well in advance of the project starting to help them with that purpose. I believe you should refer that to the list: Kim, Jim, architect.

Q. I understand. I'm going to ask Jim, Kim, and the architect. I want to know what you know.

A. As I sit here right now, I can't specifically recall them giving me a list.

Q. Did they give you any written document in response to you paying them to make sure there was --

A. I don't know as I sit here.

Q. Was there a construction contingency amount related to this project?

A. Do I have -- could I look at a document? If we reviewed the document it would tell us specifically. Oftentimes there is a contingency. I think the documents we reviewed yesterday -- if I could review those, I could

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A. Yes.
Q. See that?
A. Yes. Well, tell me where. I mean, I know he's doing that. I'm not reading where it says that, but that is what they're requiring. Yes, I see it.
Q. Who is the bonding company or the surety that you are working with?
A. You would need to ask Kim.
Q. So you haven't had any direct communications with that bonding company or surety yourself?
A. I have talked to a gentleman who is securing -- helping to find that bond. I have not talked to the company who is doing the bond. Perhaps Kim has.
Q. And that gentleman who is helping secure the bond, what is that person's name?
A. I believe that is Jim Holmes.
Q. And he has reported to you that they are requiring you to put up --
A. No.
Q. -- $10 million?
A. No. I believe he runs an insurance company, and I believe that he's the one that is

helping us secure the bond. The bank is the one who tells us what we're required to do. The bank says we have to bond it, and I believe it's -- I don't know if it's a city requirement or state requirement that you have to bond. I believe it's 1.3 percent of the lien amount. I'm sure some of y'all would know that better than me.
Q. And you -- I'm paraphrasing -- but yesterday testified that you would have to put up $10 million in cash or liquid asset, not real estate; is that correct?
A. Yes. That's what we have to give to the bonding company. They won't accept real estate.
Q. Is the lender looking to anyone besides you to put up cash or liquid asset?
A. No.
Q. So only you?
A. Yes.
Q. Other than this Hotel Bennett project, have you been involved in litigation over other projects that you have developed?
A. You know, I've been doing it for a long time, over 40 years, and I think I have had one other deposition done sometime. I can't

remember exactly when it was. I think on one project we had a mediation that I think I ultimately resolved an issue. That's my only recollection.
Q. Do you remember what project that was?
A. I believe it was on a hotel in Savannah, Georgia.
Q. There's been a lot of questions today about changes and whether you're aware of any of the changes that were requested on the project. Are you personally familiar with any change orders on this project?
A. If there were any approved changes, then Kim and Jim and the architect would have worked through that. And then if they approved it, they would have told me about it. And I don't know if I signed them or they signed them on my behalf. I don't know, but if they were approved changes, they would have told me.
Q. As we sit here today, can you recall any -- what the subject of any of those change orders were?
A. No, but Kim could do a very good job for you on that.
Q. Are you aware of any change orders

that were submitted and not approved?
A. Again, Kim would answer that very clearly. I assume there were, but I don't -- I couldn't tell you exactly what change order or what contractor or what subcontractor.
Q. In the course of this project or this litigation, have you ever seen a list of the change orders that were submitted?
A. I was not involved very much once the project started construction. So I don't have a direct memory of it. If there is a list of -- I would have seen the list of approved change orders. I don't know that -- really, the architect and the construction management and Kim would determine which ones were approvable or approved.
Q. When you visited the project while it was under construction and you noted some things that you did not approve of, what was your personal process for having that dealt with?
A. You know, I didn't run the project. And if I walked through the project, Kim would normally have been there, and if we thought there was something wrong, she would have -- she would do whatever the appropriate thing was. I don't

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have any specific instances that I can tell you. That's how we would have done it.

Q. So Kim Brown, Ms. Brown, would have handled it?

A. That's correct.

Q. You would just trust that it was being handled and never follow up with her or confirm that it was handled?

A. I don't -- yes. I'm not involved with the day-to-day management of any of these projects that I build.

Q. How long has Ms. Brown worked with you?

A. I think 35 years.

Q. Does she have any ownership interest in this hotel project?

A. She does not.

Q. During the construction of Hotel Bennett, how many other projects were you personally actively working on, either by name or number?

A. How many other projects am I working on?

Q. No. During construction. So I would say between September 2014 and January 2019, how

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many other projects were you actively working on during that time period?

A. I'm actively working on a lot of projects. There are two under construction that started construction in the last year, and I don't think there were any other ones under construction prior to those two that started about in the last year. One is in Mount Pleasant, an Embassy Suite, and the other is on Daniel Island, a Homewood, Hilton property.

Q. And it's my understanding from your testimony yesterday that you're most actively involved in the preconstruction phase rather than the construction phase?

A. And really I'm not even -- I sit in on some preconstruction meetings, but I'm really involved with finding the land, figuring out the opportunity, getting it entitled, and then figuring out the financing, and then it's really turned over to Kim. And on most of these things I never -- I don't go back once we get to that point.

Q. So the two projects that you just mentioned, the one in Mount Pleasant and the one in Daniel Island, those two were in those phases

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that you just described, the end time, getting the funding during that time period that Hotel Bennett was in construction; is that correct?

A. I think so, yes.

Q. Were there any other projects?

A. I don't think there was anything under construction. There are many projects that I worked on the entitlement and getting them to a place of being able to start construction. So there are many projects. There are many projects that I am currently working on, if that's your question.

Q. My question was about the time period between September 2014 and January 2019 and what other projects you were actively working on during that time?

A. Those two were the only two hotels under construction. There was a parking garage under construction and various other land that I own that I'm working on the entitlement and trying to get them to a place where we could start construction.

Q. How many by number would you say were those other various projects that you were trying to get entitled during that time period?

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A. Half a dozen.

Q. From the way that you have answered the questions the past day and a half, I understand that Ms. Brown was very actively involved in the managing and construction phase of Hotel Bennett?

A. That's correct.

Q. Is that correct?

A. That's correct.

Q. Was Ms. Brown working on other projects during that time that Hotel Bennett was under construction?

A. That's not normally what she does. On occasion she might be brought in to ask her opinion on something, but usually I try to get them to where we can start them, and then once we close the loan she oversees them.

Q. Right. And during the time that Hotel Bennett was under construction was she doing similar functions in terms of overseeing projects on any other projects?

A. We had those two hotels that started in the last year, and we had a parking garage that opened a few months ago, and then she's involved with running the day-to-day of the company.

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1 **you're ready to get the financing and get the**
2 **project actually constructed, agreed?**
3 A. Yes.
4 **Q. Who does that work? Is that you who**
5 **does that?**
6 A. I would do that on the preliminary
7 part of that. I would do it in the beginning, and
8 then as it gets further down -- like Salamander
9 prepared them for Hotel Bennett. So those are in
10 existence. I assume you have the right to get
11 those and see them. So I try to determine the
12 feasibility and on the front end ask. Then once
13 it moves down and we think we can do this, then it
14 kind of goes to that next stage.
15 **Q. For the other --**
16 A. Most of the land I've done downtown
17 I've owned a long time, Library and 411.
18 **Q. For most of the hotels that -- or**
19 **motels that we've talked about yesterday, I think**
20 **they were Marriott and Hilton hotels, and I think**
21 **you own a quite a few of those?**
22 A. Yes, sir.
23 **Q. What is the approximate net revenue on**
24 **average for those hotels?**
25 A. I don't know offhand.

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1 **Q. You as the owner of the hotels don't**
2 **know what the --**
3 A. No, I don't. I don't manage the
4 day-to-day of any of it. I don't look at the
5 financials on any of it. I have the ability to.
6 I mean, it's there. Kim has it, but I don't
7 manage my --
8 **Q. That's not important to you?**
9 A. It's not. Kim manages it for me. If
10 there is a problem, she will tell me. We have an
11 annual budget that the various hotel companies
12 would present to you.
13 **Q. When you were doing -- when you were**
14 **visualizing and deciding to develop the Hotel**
15 **Bennett, what was the -- with all of the costs**
16 **that were going to go into it and what the**
17 **projected room revenues would be that might have**
18 **been required for the lender or whatever, what was**
19 **the anticipated profit for the project?**
20 A. Tom, I think on the first year -- and
21 I -- so I don't know if that was -- I don't think
22 that's the stabilized year. And I'm speaking from
23 recollection, okay. It's not like I carried these
24 numbers around with me to repeat them.
25 But generally, I believe the gross

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1 revenue was $30 million for Hotel Bennett annually
2 in that -- I believe it was generally $30 million.
3 **Q. What, approximately, was the projected**
4 **net revenue?**
5 A. Net revenue would be approximately a
6 third of that number.
7 **Q. Taxable net revenue would be**
8 **approximately a third?**
9 A. That would be the net revenues prior
10 to a bank payment, prior to the debt service.
11 **Q. After all is said and done, the**
12 **absolute pure net profit, what was the net profit**
13 **anticipated to be for the hotel?**
14 A. I would think somewhere between around
15 $7 million.
16 **Q. Annually?**
17 A. Yes, but that would change over time,
18 right. That's got a first year, which is your --
19 should be your worst year. As you grow that, that
20 should increase.
21 **Q. That's before taxes, the $7 million?**
22 A. Before income taxes?
23 **Q. Right.**
24 A. Yes, sir.
25 **Q. So do you know if the -- when the pro**

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1 **formas or market studies, whatever, were done**
2 **initially, was the Hotel Bennett going to be more**
3 **-- projected to be more profitable or less**
4 **profitable or about the same as the other hotels**
5 **that you own?**
6 A. I think about the same on a percentage
7 perspective, Tom. If a hotel was smaller number
8 of rooms --
9 **Q. Right. I understand.**
10 A. -- and was a Hampton Inn, its rate
11 would be lower and its revenue would be lower and
12 its profit would be lower.
13 **Q. Right. But the net revenues you're**
14 **saying --**
15 A. Percentage-wise.
16 **Q. -- would be approximately the same?**
17 A. Yes. Right. Right.
18 **Q. Have you had any prior project where a**
19 **contractor argued or made a claim to you that it**
20 **was entitled to compensation beyond the original**
21 **contracted price for change orders or otherwise?**
22 A. You know, I don't manage those
23 processes. So if there is a change order that's
24 approved to by the architect and by Kim, then
25 that's how that would happen. It doesn't happen

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1 very often in my life.
2 **Q. It's unusual for you to have change**
3 **orders?**
4 A. Yes.
5 **Q. Because the design documents are**
6 **pretty tight, and by the time -- and usually**
7 **entered into --**
8 A. You know, the general contractors are
9 usually able to build it on time and on budget.
10 It just didn't happen this time.
11 **Q. Since there aren't change orders,**
12 **apparently -- a change order would imply that**
13 **there were changes. So there, obviously, are**
14 **typically not changes in the projects that you**
15 **have developed, correct?**
16 A. Not many. We didn't anticipate many
17 on this one either.
18 **Q. As I understand it, have you had**
19 **mechanic's lien filed against you on other**
20 **projects for claims that there were change orders**
21 **or changes made that were not made?**
22 A. It would not be part of my normal
23 business to have liens against me.
24 **Q. You can't tell me, sitting here today,**
25 **what liens might have been filed or what projects?**

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1 A. I think I told you I had one on that
2 Savannah hotel many years ago. I think that was a
3 mediation we did. I think somebody asked me that
4 earlier today.
5 **Q. I think you testified -- you have**
6 **already answered this question, but if the -- I**
7 **think it was referred to as the list earlier in**
8 **the deposition.**
9 **If the Kim Brown and/or Jim Clements**
10 **and/or the architects said payment should be made**
11 **to the contractor, then in your view payment**
12 **should be made and you would sign off on that,**
13 **correct?**
14 A. They would make that without even --
15 they would just do that, but they didn't require
16 me to do it if it was part of the normal function
17 of the job.
18 **Q. I understand. Did you testify**
19 **yesterday that you sign change orders?**
20 A. I don't know if I do or not. Kim
21 might have that. I asked you to show me one so I
22 could see if I signed it or Kim signed it. I
23 would assume she can sign them, but I -- that's
24 what I assume happens.
25 **Q. The date of the contract that we've**

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1 **identified shows that it was effective as of**
2 **June 22nd or executed on -- with an effective date**
3 **of September 22, 2014. If you can look at the**
4 **front page of the document. I think we talked**
5 **about that yesterday. It's on the front page up**
6 **at the top.**
7 A. On this one?
8 **Q. Yes, sir. Those are both identical.**
9 A. This says 22 September 2014.
10 **Q. Right.**
11 A. That's the agreement of this contract.
12 Is that what that says?
13 **Q. Yes, sir.**
14 A. I believe that's what that says.
15 **Q. Yes, sir. The date that that contract**
16 **was effective?**
17 A. Right.
18 **Q. My question to you is, was the -- and**
19 **that was based on, obviously, a design that had**
20 **been negotiated and developed with Buck Lindsay**
21 **and Sammons, correct?**
22 A. Negotiated? That would have been with
23 me and Kim with information with the contract from
24 Buck Lindsay and Jim Clements. Buck Lindsay was
25 the architect of record. So Fairfax & Sammons

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1 really was not involved in many years after they
2 did their design.
3 **Q. My simple question is, as of the date**
4 **of this contract, it was based -- the contract**
5 **says we're going to perform this work in**
6 **accordance with --**
7 A. This plan.
8 **Q. Right.**
9 A. I assume there's a plan that goes with
10 that agreement.
11 **Q. Right. That's pretty simple.**
12 A. Okay. Yes.
13 **Q. So my question is, was the design that**
14 **was bid on or was agreed to as of September 22,**
15 **2014, did that design differ from the design that**
16 **the hotel was ultimately built to when it opened**
17 **in January of this year?**
18 A. Not to my knowledge. Again, I would
19 -- if there was any changes made that were
20 approved by the architect and by Kim and Jim, then
21 that might impact what you just said, but I
22 believe it's the same plan that we started with,
23 with whatever modifications that everybody agreed
24 to, and I couldn't tell you what they are.
25 **Q. But my question is, was the -- is it**

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1 **your testimony that what was constructed was the**
2 **same design with no changes or not? Do you know?**
3 A. I just said, if there were changes
4 that were approved by everyone, then those were
5 the changes that were approved by everybody. I
6 think there were some changes that were approved.
7 **Q. What were the major changes that you**
8 **recall were approved?**
9 A. I don't have any recollection. Again,
10 Kim and the architect and Jim could be specific
11 with you on those.
12 **Q. So sitting here under oath today, if I**
13 **say the -- looking at the design that the contract**
14 **date of September 22, 2014 was contemplated and**
15 **what was -- what sits there today, you would not**
16 **be able -- you can't tell me and you have no**
17 **recollection of how the design changed from that**
18 **original date to today; is that a fair statement?**
19 A. If Kim were sitting here with me I
20 would ask Kim, and Kim would say, oh, you remember
21 we did this and this. I would say okay. So there
22 may be some changes that happened and change
23 orders were approved and signed.
24 **Q. I understand. Fair enough. Again,**
25 **Mr. Bennett, I'll ask Kim the questions. I'm just**

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1 **trying to find out, sitting here today, you don't**
2 **have personal knowledge or recollection as to what**
3 **design changes occurred from September 2014 to**
4 **today, agreed?**
5 A. Other than whatever she told me. I
6 don't memorize --
7 **Q. You don't remember it here today?**
8 A. I don't memorize what she tells me.
9 **Q. I understand.**
10 A. She tells me, and she tells --
11 **Q. Sitting here today, you can't tell me**
12 **what changes there were, agreed?**
13 A. Once again, I don't do the daily
14 management.
15 **Q. I understand that, Mr. Bennett. My**
16 **simple question is --**
17 A. I try to continue to tell you that. I
18 appreciate you have to keep asking me these
19 similar questions. But other than what was
20 approved, and that's what was built.
21 **Q. So sitting here today, can you**
22 **articulate to me that from September 2014 until**
23 **the hotel that exists today what changes there**
24 **were? If you can, tell me. If not, just say I**
25 **can't.**

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1 A. If you show me the plan that reflects
2 that date and the plan that's built at completion,
3 I could tell you.
4 **Q. Right. You could figure it out. But**
5 **sitting here today, without doing that comparison,**
6 **you can't offer any opinions on that; is that**
7 **right?**
8 A. Other than what's been approved by Kim
9 and Jim and the architect.
10 **Q. Right. But you can't -- without doing**
11 **a comparison of the drawings, you can't tell me**
12 **here today based on your recollection what changes**
13 **were made from September 2014 to today, agreed?**
14 A. Other than what Kim, Jim, and the
15 architect did, approved.
16 MR. HILDEBRAND: If you will give me
17 just a few minutes.
18 (A recess was taken.)
19 MR. HILDEBRAND: You asked me, Bill,
20 yesterday to talk about the -- I don't agree with
21 your position on the document production
22 identification. So I guess we'll -- you'll have
23 to ask the judge.
24 MR. BUNDY: I'll file. Also, I
25 assume -- I will add with that, I assume you're

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1 going to ask Kim Bennett Brown about his financial
2 situation, based on your questions today. Will
3 you agree to a confidentiality order related to
4 his finances?
5 MR. HILDEBRAND: Absolutely.
6 MR. BUNDY: I will prepare a
7 confidentiality order for you as it relates to
8 that, send it to you. I will file a motion to --
9 I assume -- I'm trying to figure out. The only
10 way I know to characterize the motion, unless you
11 want to just agree -- we can -- if you want to,
12 what we could do is just go to the judge on
13 Tuesday and say you and I have a disagreement
14 about how discovery should be handled as it
15 relates to depositions and documents, and we'd
16 like him to make a decision. Not a -- a decision.
17 If we do it that way, I think that's the easier
18 way. The other way, I would have to bring it to a
19 head by making a motion or a protective order that
20 you can't take the deposition until that's
21 resolved.
22 So I'll leave that up to you. Seems
23 to me just to go to the judge, present your side,
24 my side, let him tell us how he wants us to do it.
25 MR. HILDEBRAND: I'm fine with that.

Plaintiff Balfour Beatty's Trial Exhibit # 303

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STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

IN THE COURT OF COMMON PLEAS

CASE NO.: 2019-CP-10-01108

Balfour Beatty Construction, LLC,

Plaintiff,

vs.

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

Defendants.

Library Associates, LLC,

Third-Party Plaintiff,

vs.

Lithko Contracting, LLC, Guy M. Beaty, Inc., Bernard MMC, LLC, Gulf Stream Construction Company, Inc., Palmetto Automatic Sprinkler Company, Inc., Cook & Boardman, LLC, 1st Choice Glass, Inc., 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, Robert Thomas Iron Design, LLC, Warco Construction, Inc., Old North State Masonry, LLC, Tom Rochester & Associates d/b/a Southeastern Architectural Systems, Forton Company, LLC, Lowcountry Case & Millwork, Inc., Quantum Coatings, LLC, Balfour Beatty Construction Group, Inc.,

Third-Party Defendants.

PLAINTIFF'S EXCERPT DESIGNATION FOR DEPOSITION OF JENNIFER FAULKINBERRY

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Jennifer Faulkinberry
November 17, 2020

Page 8, lines 21 – Page 9, line 3
Page 13, lines 2-10 – EXHIBIT 108 - shows license expired June 30, 2017
Page 15, lines 14-22
Page 17, lines 24 – Page 18, line 1
Page 25, lines 18 – Page 27, line 7 EXHIBIT 16 – contract
Page 28, lines 10-22
Page 29, lines 22 – Page 30, line 19
Page 32, lines 6-25
Page 48, lines 11-14
Page 63, lines 4 – Page 64, line 23
Page 67, lines 22 – Page 68, line 18
Page 77, lines 7-12
Page 93, Line 17 – Page 99, line 5 – EXHIBIT 122
Page 139 lines 15 – Page 142 line 21 – EXHIBIT 121

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VERITEXT
LEGAL SOLUTIONS

Deposition of:

Jennifer Faulkinberry

November 17, 2020

In the Matter of:

Balfour, Beatty v. Library Associates

A. William Roberts, Jr & Assoc.
800-743-3376 | calendar-awr@veritext.com | www.veritext.com

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1 goes for tile, drywall, wall coverings, caulk, et
2 cetera, except in the bathrooms, which may be
3 smaller, correct?
4 A Pretty much everything in the bathroom
5 would have to be less than five feet, especially in
6 the shower where you're staring at it a foot in your
7 face.
8 Q And if I'm in the middle of the guestroom,
9 not in the bathroom, the standard would be five
10 feet --
11 MS. PATON: Object to the form.
12 BY MR. TIMBES:
13 Q -- correct?
14 A At the time of this writing, yes.
15 Q Okay. Are you testifying that there was a
16 change made to that?
17 A No, I'm testifying that I'm not aware of a
18 change, but if there was one, this is -- applies
19 to -- this applies to the time of the e-mail.
20 Q And, again, do you have any knowledge that
21 that was ever changed?
22 A I do not.
23 Q If that standard did change, wouldn't that
24 affect how Ms. DiMatteo was to do her job?
25 MS. PATON: Object to the form.

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1 THE WITNESS: Well, if it was -- I mean,
2 she's -- I don't know. If it was changed, and
3 someone informed her of the change and she agreed --
4 we agreed it was a change that she should do, then
5 she should change her approach.
6 BY MR. TIMBES:
7 Q You said a lot -- you said the word "if" a
8 lot in all that. She's working for WLA. Did WLA
9 make any changes or instruct her as to how she's to
10 do her job for WLA on this project any differently
11 than what's set forth in this Exhibit 69?
12 MS. PATON: Object to the form.
13 THE WITNESS: I absolutely do not recall.
14 BY MR. TIMBES:
15 Q Okay. Were you provided copies of her
16 punch lists when she was completed?
17 A Oh, yes.
18 Q I'm sorry?
19 A Yes.
20 Q Can you please turn to Exhibit 72, please.
21 A Yeah.
22 Q All right. You with me?
23 A Yes.
24 Q Okay. Take a second to review that one,
25 and let me know when you're done, please.

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1 A Yes. It just one page?
2 Q It is not. It has -- Exhibit 72 is an
3 e-mail. Looks like an e-mail string around November
4 27th of 2018; is that right?
5 A 21st. Yeah, I mean, it's in the general
6 vicinity of that, yes.
7 Q Okay. And then it should have five or six
8 pages of a punch list behind it?
9 A Yeah.
10 MS. PATON: Do you need to see the punch
11 list?
12 THE WITNESS: No.
13 BY MR. TIMBES:
14 Q Okay. So if you look down at the bottom
15 of the very first page that displays the exhibit
16 sticker, this is an e-mail from you to Jim Clements,
17 November 27th of 2018; is that right?
18 A The one at the top is from me to Jim.
19 Q That's why I directed you to the bottom.
20 A Oh, sorry. Yes.
21 Q Okay. And is that where you're forwarding
22 to Mr. Clements the e-mail string below as well as
23 the attached punch list document that follows?
24 A Appears that way, yes.
25 Q It's my understanding if you look in the

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1 middle of that document that a short while later --
2 actually, a few minutes later Mr. Clements is
3 indicating you are prepared to issue a certificate
4 of substantial completion for the guestrooms at that
5 time; is that correct?
6 A Correct.
7 Q Okay. You recall that being the case at
8 that time?
9 A I'm reading it, but I actually don't
10 remember it, but it's there on the paper.
11 Q Okay. You don't take any issue with that
12 e-mail, do you?
13 MS. PATON: Object to the form.
14 THE WITNESS: What do you mean by issue?
15 Objection to it?
16 BY MR. TIMBES:
17 Q Let's do it this way -- let's do it a
18 little differently so we can try to save some time
19 here. Let's go to Exhibit 122.
20 A Okay.
21 MS. PATON: Hang on a second, Michael. I
22 got to switch notebooks.
23 MR. TIMBES: That's okay. Thank you.
24 MS. PATON: No problem. Are you going to
25 need us to go back to the 72 again, Michael?

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1 MR. TIMBES: I don't think so, but
2 perhaps.
3 THE WITNESS: I'll just leave it here.
4 MS. PATON: Okay, great.
5 THE WITNESS: 122?
6 MR. TIMBES: Yes, ma'am.
7 MS. PATON: We have the exhibit open.
8 Give us a second to flip through this, please.
9 THE WITNESS: I remember this, yeah.
10 BY MR. TIMBES:
11 Q Okay. The date on this is -- it's a
12 Sunday, December the 2nd, 2018, correct?
13 A It just proves I work on Sundays.
14 Q This is an e-mail from you to Buck
15 Lindsay, correct?
16 A Yes.
17 Q All right. In your e-mail to him number 1
18 you're describing the fact that Ms. DiMatteo has
19 punched all the guestrooms twice, and you make the
20 comment that you thought her lists were thorough.
21 You stand by that statement?
22 A The list, yes.
23 Q Okay.
24 A That's not having gone in and checked all
25 the guestrooms, but it appeared -- the list appeared

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1 thorough to me.
2 Q With that statement in mind, though, you
3 were nevertheless prepared to issue a substantial
4 completion certificate for the guestrooms, correct?
5 A That's correct.
6 Q Okay. So you trusted that this work was
7 complete on these punch lists or you wouldn't have
8 issued the substantial completion certificate, would
9 you?
10 MS. PATON: Object to the form.
11 THE WITNESS: That's correct.
12 BY MR. TIMBES:
13 Q Let's look at number 3.
14 A Yeah.
15 Q You make a reference to Mike. Is that
16 Mike Bennett?
17 A Yes.
18 Q Says Mike Bennett showed up, and he
19 randomly checked some rooms, and he has some
20 concerns that you list in your paragraph number 3,
21 correct?
22 A That's correct.
23 Q What did you mean by don't know anyone who
24 can punch 179 rooms to Mike's standard?
25 A I could do it. Just kidding.

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1 I was exaggerating, and I was frustrated,
2 and that was my sense of humor.
3 Q Okay. Why were you frustrated?
4 A What I meant was he has a high standard
5 that he wants to see in his hotel.
6 Q Okay.
7 A And --
8 Q Is --
9 A -- maybe we could meet that requirement,
10 maybe we can't, maybe another architect can do it, I
11 don't know. He has a high standard.
12 Q I'm trying to understand your words a bit,
13 so let me ask you this way: When you wrote this,
14 were you indicating that Mike Bennett has a
15 different standard than what is required under the
16 construction documents?
17 MS. PATON: Object to the form.
18 THE WITNESS: I don't know that he was
19 necessarily speaking about the documents as I was
20 speaking about just the hotel in general.
21 BY MR. TIMBES:
22 Q It doesn't take away from your statement
23 that as of the date of this e-mail you were prepared
24 to issue certificate of substantial completion for
25 the guestrooms, correct?

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1 MS. PATON: Object to the form.
2 THE WITNESS: That's correct.
3 BY MR. TIMBES:
4 Q It's my understanding that WLA was not
5 involved at all in the repainting that was performed
6 by Library Associates; is that right?
7 A WLA was not.
8 Q Okay. Were you involved in that process?
9 A No.
10 Q Do you know why Library Associates did not
11 involve you or Buck Lindsay or WLA in its decision
12 to repaint the hotel?
13 A I don't know that they didn't inform us.
14 They may have informed us, but I don't recall that.
15 Q Mr. Lindsay indicated that y'all were
16 never asked to serve as the initial decision maker
17 under the contract documents for any dispute
18 relating to the paint; is that correct?
19 A I was not consulted on the paint issue.
20 Q Was WLA involved in any way in the
21 decision by the owner to switch to flat paint?
22 MS. PATON: Object to form.
23 THE WITNESS: I do not know.
24 BY MR. TIMBES:
25 Q Do you know when your last day at the site

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1 was where you were performing services under your
2 contract for the owner?
3 A I don't have it in my head, no.
4 Q With Exhibit 122 still in front of you,
5 would it have been your practice, ma'am, to indicate
6 that you are prepared to issue a certificate of
7 substantial completion for 179 guestrooms if you
8 thought all of those guestrooms needed to be fully
9 repainted wall to wall?
10 MS. PATON: Object to the form.
11 THE WITNESS: No, it's not my -- I don't
12 remember what the question is.
13 BY MR. TIMBES:
14 Q I'll try to ask it again. You --
15 MS. PATON: Hang on one second, Michael.
16 BY MR. TIMBES:
17 Q You would not have issued a certificate of
18 substantial completion for 179 guestrooms if you
19 thought those rooms needed to be painted, every
20 single room wall to wall, would you?
21 MS. PATON: Object to form.
22 THE WITNESS: There could be a case where
23 I would do that if the owner asked me to.
24 BY MR. TIMBES:
25 Q Did that case exist in this particular

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1 project?
2 A I don't recall that, no.
3 Q You never instructed to repaint 179
4 guestrooms, did you?
5 A I did not.
6 Q Ma'am, I may have some follow-up questions
7 based on additional questions asked by others, but I
8 think for now I'm going to turn you loose to some of
9 the other folks on the line. I appreciate you
10 listening to questions and responding.
11 MS. PATON: Rannik? Are you on the phone?
12 MR. RANNIK: I am here, and I have no
13 questions. Thank you.
14 MS. PATON: No problem.
15 Robert Hughes? Any questions, Mr. Hughes?
16 MR. HUGHES: I'm here. Sorry, I had to
17 get into my computer real quick. Just a few
18 questions.
19 EXAMINATION
20 BY MR. HUGHES:
21 Q I represent Premier Exteriors, LLC, and
22 I'll represent to you they served as the stucco
23 applicator on this project. Do you have any
24 recollection of any dealings with Premier Exteriors?
25 A Vaguely, yes.

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1 Q Can you tell me generally what it is you
2 recall about Premier?
3 A Something about the light.
4 Q The critical light?
5 A The critical light.
6 Q Yeah, okay. So I guess to jog your memory
7 a little bit on that issue, the BAR had -- I'll
8 represent to you the BAR had raised an issue with
9 the esthetical appearance of the stucco cladding, it
10 looked a little wavy at certain times of the day,
11 and my client brought in an expert with Applied
12 Building Sciences who assisted with preparing a
13 report that was presented to the BAR. Do you
14 remember those circumstances?
15 A Yes, I do.
16 Q Do you have any recollection as to whether
17 the BAR ultimately accepted the finished stucco
18 cladding as-built without any required changes?
19 A I can't recall if they required no
20 changes, but eventually they approved it.
21 Q You don't recall one way or the other?
22 A Yeah, but eventually they did sign off on
23 it.
24 Q Other than this critical light issue, did
25 you recall specifically -- sitting here today, do

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1 you have any recollection of any other alleged
2 workmanship deficiencies in their stucco cladding on
3 this job?
4 A I recall some cracking where y'all had to
5 go back in and put in some joints.
6 Q And were those issues addressed to the
7 satisfaction of the architect and owner?
8 A Yes.
9 MS. PATON: Object to form.
10 BY MR. HUGHES:
11 Q Are you aware of any other workmanship
12 issues that were required to be addressed before the
13 project was completed or after?
14 A I don't recall any.
15 Q To the extent those repairs were completed
16 that you just mentioned, is it fair to say the
17 stucco work that was provided by Premier on this job
18 was ultimately installed in accordance with the
19 plans and specifications for this project?
20 MS. PATON: Object to form.
21 THE WITNESS: I would say the areas that
22 we viewed were found to be acceptable, but I can't
23 speak for areas that are covered or behind finished
24 coat or -- you know, because we didn't sit there and
25 watch you guys install it, but to the best of my

Plaintiff Balfour Beatty's Trial Exhibit # 304

ELECTRONICALLY FILED - 2023 May 12 6:54 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

IN THE COURT OF COMMON PLEAS

CASE NO.: 2019-CP-10-01108

Balfour Beatty Construction, LLC,

Plaintiff,

vs.

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

Defendants.

Library Associates, LLC,

Third-Party Plaintiff,

vs.

Lithko Contracting, LLC, Guy M. Beaty, Inc., Bernard MMC, LLC, Gulf Stream Construction Company, Inc., Palmetto Automatic Sprinkler Company, Inc., Cook & Boardman, LLC, 1st Choice Glass, Inc., 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, Robert Thomas Iron Design, LLC, Warco Construction, Inc., Old North State Masonry, LLC, Tom Rochester & Associates d/b/a Southeastern Architectural Systems, Forton Company, LLC, Lowcountry Case & Millwork, Inc., Quantum Coatings, LLC, Balfour Beatty Construction Group, Inc.,

Third-Party Defendants.

PLAINTIFF'S EXCERPT DESIGNATION FOR DEPOSITION OF WOODY FAUST

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1 an example of doors on the second floor. All of the
2 door finishes were listed on our documents. We
3 received the door submittal. The doors were all
4 wrong. I spent endless amount of time marking up
5 the door submittal, correcting all the finishes,
6 sent it back to the contractor, got some e-mail
7 notification of the order and realized they hadn't
8 looked at my mark-ups, challenged them on it, they
9 told me they corrected it. Then they submitted a
10 wood finish, didn't match the wood finish we sent
11 them, rejected it.
12 If I went there today I'd find the doors
13 are still all the incorrect finish, and my mark-up
14 of the finishes was never used, and wrong finishes
15 are in the wrong locations.
16 Q What involvement, if any, did you have
17 with the change in the paint texture for all of the
18 guestrooms from an eggshell finish to a satin
19 finish?
20 A I did not have involvement in that. That
21 was strictly a decision on the owner's part. When
22 they walked into the rooms and saw that the finish
23 to the Sheetrock that the paint was applied to
24 wasn't -- was noticeably telegraphing imperfections,
25 I believe they made the decision on their own to go

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1 to a paint finish to help conceal that.
2 Q If you have -- you understand the
3 difference between a level 4 finish for Sheetrock
4 and a level 5 finish?
5 A I do.
6 Q What is the difference?
7 A Well, level 5 should be completely smooth
8 finish where they applied a layer of mud across the
9 entire wall surface. It's usually used for
10 semigloss and gloss finishes or Mylar wall
11 coverings, things like that.
12 And level 4, to the best of my knowledge,
13 is taping, mudding, and mudding all of the
14 attachment devices and sanding it smooth, and it
15 should create a fairly smooth and consistent surface
16 so that when you paint it you don't see any of the
17 joints or screws below telegraphing through.
18 Q Were you involved in the specification in
19 the drawings which showed that the guestrooms were
20 to be a 4 level -- a level 4 Sheetrock finish as
21 opposed to level 5?
22 A That is something typically architect
23 assigns. We would have assigned paint finish to go
24 on top of that. And I would say -- I'll say 99
25 percent of all hotels in the United States have a

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1 level 4 finish in a guestroom. I in my career have
2 never experienced a level 5 in a guestroom to the
3 best of my knowledge.
4 Q What is the -- according to the industry
5 documents and the gypsum wallboard specifications,
6 what sort of paint is called for to be used when you
7 are doing your Sheetrock to a level 4 as opposed to
8 a level 5?
9 A I don't know that I've ever been made
10 aware of that. The only thing that I know is that I
11 don't -- I should not use semigloss or a gloss
12 finish on a level 4.
13 Q How about eggshell finish, should that be
14 used on level 4?
15 A Best of my knowledge level 4 and eggshell
16 are acceptable combos.
17 Q Were the payments to DCI made -- from the
18 owner made on a timely basis?
19 A I would say that at times we probably got
20 90 days to 120 days, but for the most part they were
21 on a timely basis. At the very start of the project
22 they were a bit behind, but I believe that was while
23 they were still trying to secure a loan, and final
24 payments, I believe, were quite a bit behind. I
25 think it took us probably six months to collect

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1 final payments. But I'm doing that from the top of
2 my head, and I don't know that for an exact
3 statement.
4 Q Have you been paid in full by the owner?
5 A I believe we have been paid in full.
6 Q When you were -- when the final payment
7 was delayed by so much, did you ask the owner what
8 the delay was?
9 A We would -- we would continue to send
10 invoices, but I don't know that I've ever had a
11 conversation with them about why the payment was
12 delayed.
13 Q Did you ask anybody in your office who may
14 have made a call to them, have you reached out to
15 the owner, what is their explanation of why this is
16 so late?
17 A Not that I remember.
18 Q Prior to this hotel when you were -- and
19 prior to your signing a contract with Library
20 Associates, did you have any understanding as to
21 whether -- what was your understanding of what the
22 hotel or motel portfolio was that Library Associates
23 had?
24 A I don't know that I actually investigated
25 what they held. I knew from conversation with Buck

Plaintiff Balfour Beatty's Trial Exhibit # 305

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