

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

Mikell R. Scarborough, Master-In-Equity

Appellate Case No. 2024-000788

Case No.: 2019-CP-10-01108

RECEIVED

Aug 12 2026

SC Court of Appeals

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 14 OF 20

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Pieniak, Shanti

From: Marty Wall <mwall@bennetthospitality.com>
Sent: Wednesday, December 19, 2018 1:05 PM
To: Simonton, David
Cc: Ryan Quinlan; Busch, Jim; Jim Clements; Spano, Tim; Curtis John
Subject: Re: Elevator signs

Hey folks when I said I would take care of this I did not realize he was returning this Friday the 21st. I do not believe I can have permanent signs in place by then?

Sent from my iPad

On Dec 19, 2018, at 12:39 PM, Simonton, David <dsimonton@balfourbeattyus.com> wrote:

Ryan he specifically said he wanted the permanent signs that mimic the temp signs and for an example go look at the Bohemian. Did not say the other hotels you mention. I would be careful bringing the other hotels in the picture as it could lead to DOL pulling those certifications for elevators. He was still upset the temp signs were taken down and that is why he wants the permanent signs. We can not continue to fail inspections with DOL and DHEC because of owner supplied signage.

David Simonton
 VP Operations | Charleston, SC
 Balfour Beatty Construction
 Mobile: 512-391-9273

On Dec 19, 2018, at 12:01 PM, Ryan Quinlan <rquinlan@hotelbennett.com> wrote:

He said the Bohemian is acceptable but the other building had to be acceptable cause I seen the updated license in each property's elevator

From: Marty Wall <mwall@bennetthospitality.com>
Sent: Wednesday, December 19, 2018 11:55 AM
To: Ryan Quinlan <rquinlan@hotelbennett.com>
Cc: Simonton, David <dsimonton@balfourbeattyus.com>; Busch, Jim <JBusch@innisbrookresort.com>
Subject: Re: Elevator signs

Ryan did he send you these as acceptable or are you assuming they are based on your own photographs.

Sent from my iPhone

On Dec 19, 2018, at 11:15 AM, Ryan Quinlan <rquinlan@hotelbennett.com> wrote:

Dave
 We are confused that the elevator inspector would pass the signs from Embassy and The DewBerry and not the one we are installing can I please have his number to ask this question

From: Ryan Quinlan
Sent: Wednesday, December 19, 2018 10:52 AM
To: Marty Wall <mwall@bennetthospitality.com>;
'jim.busch@playinnisbrook.com' <jim.Busch@playinnisbrook.com>;
Spano, Tim <timspero@Balfourbeattyus.com>
Subject: Elevator signs

The Elevator inspector said these are all acceptable signs. The ones that Otis supplied are only Temporary and will not pass inspection .

<Grand Bohemian.jpg>

<The Dewberry.jpg>

<The Embassy.jpg>

Pieniak, Shanti

From: Simonton, David
Sent: Wednesday, December 19, 2018 8:51 AM
To: 'James Clements'
Cc: Tracy Ray; Kim Brown; Ryan Quinlan; Spano, Tim; Marty Wall; Buck Lindsay; Starcevic, Nicholas; Pieniak, Shanti
Subject: RE: Fire Inspection Violations

DOL inspector told us yesterday to go and look at the Grand Bohemian Hotel Fire signs for an example. I just sent Shanti the list.

David Simonton

VP/Operations | Balfour Beatty
 O: 512-391-9273 | C: 512-391-9273
 E: dsimonton@balfourbeattyus.com | www.balfourbeattyus.com
 306 Meeting Street, Suite 300, Charleston, SC 29401

Balfour Beatty

From: James Clements [mailto:jclements@matrixse.com]
Sent: Wednesday, December 19, 2018 8:47 AM
To: Simonton, David <dsimonton@balfourbeattyus.com>
cc: Tracy Ray <tray@bennett-hofford.com>; Kim Brown <kbrown@bennetthospitality.com>; Ryan Quinlan <rquinlan@hotelbennett.com>; Spano, Tim <timspano@Balfourbeattyus.com>; Marty Wall <mwall@bennetthospitality.com>; Buck Lindsay <blindsay@lpsatlanta.com>; Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>; Pieniak, Shanti <SPieniak@Balfourbeattyus.com>
Subject: Re: Fire Inspection Violations

David

Send the list. Don't know by this is difficult for BBC. Tim was there as well and one of you pointed to Shanti.

The DHEC and DOL items are noted and will be done.

Jim

On Dec 19, 2018, at 6:49 AM, Simonton, David <dsimonton@balfourbeattyus.com> wrote:

Jim, I don't remember that discussion but we reached out to Fire Marshall to get the List. He had things he pointed out during our final TCO walk that have been addressed, like LV sleeves fire caulked, elect box covers installed, fire extinguishers relocated that were blocked by furniture. We were given the impression the items would be re-inspected during the CO walk, so we are as surprised as you are with their action. We have left a message with him to get the actual list he is referring to.

Jim, We really need you addressing the DHEC and DOL Owner/Designer issues ASAP so we don't fail those sign offs next week. Pool Signage installed, Letter from Arch in regards to the code rating at the 2nd floor Spa elevator access, and the permanent fire signage at each elevator entrance.

DS

David Simonton

VP/Operations | Balfour Beatty

P: 512-391-9273 | C: 512-391-9273

E: dsimonton@balfourbeattyus.com | www.balfourbeattyus.com

306 Meeting Street, Suite 300, Charleston, SC 29401

<image003.jpg>

From: James Clements [<mailto:jclements@matrixse.com>]**Sent:** Tuesday, December 18, 2018 10:01 PM**To:** Simonton, David <dsimonton@balfourbeattyus.com>; Pieniak, Shanti <SPieniak@Balfourbeattyus.com>**Cc:** Tracy Ray <tray@bennett-hofford.com>; Kim Brown <kbrown@bennetthospitality.com>; Ryan Quinlan<rquinlan@hotelbennett.com>; Spano, Tim <timsmano@Balfourbeattyus.com>; Marty Wall<mwall@bennetthospitality.com>; Buck Lindsay <blindsay@lpbatlanta.com>**Subject:** RE: Fire Inspection Violations

David

You told me Shanti was sending the list – I don't see it in my inbox? Pls forward tomorrow.

Jim Clements

Matrix Program Management Services, LLC

O. 704-676-9996

C. 704-905-1165

jclements@matrixse.com**From:** James Clements**Sent:** Tuesday, December 18, 2018 4:46 PM**To:** Tracy Ray <tray@bennett-hofford.com>**Cc:** Simonton, David <dsimonton@balfourbeattyus.com>; Pieniak, Shanti <spieniak@balfourbeattyus.com>; Kim Brown<kbrown@bennetthospitality.com>; Ryan Quinlan <rquinlan@hotelbennett.com>; Spano, Tim<timsmano@balfourbeattyus.com>; Marty Wall <mwall@bennetthospitality.com>; Buck Lindsay<blindsay@lpbatlanta.com>**Subject:** Re: Fire Inspection Violations

Tracy

BBC is sending the list. They advised there are three open matters. Added fire extinguisher in the kitchen, banquette obstructing a fire extinguisher cabinet in 1st floor dining and a lock on the main kitchen.

Dave

When will BBC ready to call Hutton back?

Jim Clements

Matrix Program Management, LLC

322 Prince St.

Georgetown, SC

D. 704.676.9996

C. 704.905.1165

jlements@matrixse.com
www.matrixse.com

Sent from my iPhone. Please excuse any typos.

On Dec 18, 2018, at 11:59 AM, Tracy Ray <tray@bennett-hofford.com> wrote:

Just to chime in, when Ryan and I met with him on-site this morning, he said there were 13 violations that were not yet compliant and that he would not inspect for our licenses until they were resolved. We really need to get these licenses in place. Please send us the report and keep us in the loop so that we know when we can have him back out inspect.

Thanks,
 Tracy

From: James Clements [<mailto:jlements@matrixse.com>]
Sent: Tuesday, December 18, 2018 11:53 AM
To: Simonton, David <dsimonton@balfourbeattyus.com>; Pieniak, Shanti <spieniak@balfourbeattyus.com>
Cc: Kim Brown <kbrown@bennethospitality.com>; Tracy Ray <tray@bennett-hofford.com>; Ryan Quinlan <rquinlan@hotelbennett.com>; Spano, Tim <tspano@balfourbeattyus.com>; Marty Wall <mwall@bennethospitality.com>; Buck Lindsay <blindsay@lpbatlanta.com>
Subject: Re: Fire Inspection Violations

Thanks, David. I understand he was on site today. So I'm curious why he didn't recognize the completion status? Anyway, appreciate your help getting this cleared up quickly.

Jim Clements
 Matrix Program Management, LLC
 704-905-1165

From: Simonton, David <dsimonton@balfourbeattyus.com>
Sent: Tuesday, December 18, 2018 10:37 AM
To: James Clements; Pieniak, Shanti
Cc: Kim Brown; Tracy Ray; Ryan Quinlan; Spano, Tim; Marty Wall; Buck Lindsay
Subject: RE: Fire Inspection Violations

Jim, we will call Keith.
 All of his items on the list were completed within a couple of days.
 ds

David Simonton
 VP/Operations | Balfour Beatty
 O: 512-391-9273 | C: 512-391-9273
 E: dsimonton@balfourbeattyus.com | www.balfourbeattyus.com
 306 Meeting Street, Suite 300, Charleston, SC 29401

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

From: James Clements [<mailto:jcllements@matrixse.com>]

Sent: Tuesday, December 18, 2018 10:18 AM

To: Pieniak, Shanti <SPieniak@Balfourbeattyus.com>

Cc: Kim Brown <kbrown@bennetthospitality.com>; Tracy Ray <tray@bennett-hofford.com>; Ryan Quinlan <rquinlan@hotelbennett.com>; Simonton, David <dsimonton@balfourbeattyus.com>; Spano, Tim <timspano@Balfourbeattyus.com>; Marty Wall <mwall@bennetthospitality.com>; Buck Lindsay <BLindsay@lpbatlanta.com>

Subject: RE: Fire Inspection Violations

Shanti

I meant to copy you on this

Jim Clements

Matrix Program Management Company, LLC

C. 704.905.1165

T. 704.676.9996

jcllements@matrixse.com

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

From: James Clements

Sent: Tuesday, December 18, 2018 9:37 AM

To: Dave Simonton <dsimonton@balfourbeattyus.com>; Tim Spano <timspano@balfourbeattyus.com>

Cc: Kim Brown <kbrown@bennetthospitality.com>; Tracy Ray <tray@bennett-hofford.com>; Ryan Quinlan <rquinlan@hotelbennett.com>; Marty Wall <mwall@bennetthospitality.com>; Buck Lindsay <BLindsay@lpbatlanta.com>

Subject: Fire Inspection Violations

Keith Hutton advised Library Associates he will not inspect the building for the business license until BBC remedies 13 outstanding fire violations. Please copy all on this list today and advise the completion schedule. All I have told to date is we passed the the inspection.

Until resolved LA and its vendors cannot get business licenses due to outstanding violations.

Jim Clements

Matrix Program Management, LLC

322 Prince St.

Georgetown, SC

D. 704.676.9996

C. 704.905.1165

jcllements@matrixse.com

https://urldefense.proofpoint.com/v2/url?u=http-3A__www.matrixse.com&d=DwIFAg&c=capt7ST1afUS6LykE1MB9bkdYISLNUVF7M5AC_OmtM&r=JLQdYEaoUG2oNvVrtQ23J3X2DvQdT3eNVRcgSOoXI5U&m=lyFxZrtXQTFUzRotwHxa6bwtGJLu-nrWJBFTA3RpHo&s=-jFX426D3mchZmFBzhrgtDsuwWcEiDrG9F3dsOpgt1M&e=

Sent from my iPhone. Please excuse any typos.

Pieniak, Shanti

From: Simonton, David
Sent: Wednesday, December 19, 2018 8:51 AM
To: 'James Clements'
Cc: Tracy Ray; Kim Brown; Ryan Quinlan; Spano, Tim; Marty Wall; Buck Lindsay; Starcevic, Nicholas; Pieniak, Shanti
Subject: RE: Fire Inspection Violations

DOL inspector told us yesterday to go and look at the Grand Bohemian Hotel Fire signs for an example. I just sent Shanti the list.

David Simonton

VP/Operations | Balfour Beatty
 O: 512-391-9273 | C: 512-391-9273
 E: dsimonton@balfourbeattyus.com | www.balfourbeattyus.com
 306 Meeting Street, Suite 300, Charleston, SC 29401

Balfour Beatty

From: James Clements [mailto:jclements@matrixse.com]
Sent: Wednesday, December 19, 2018 8:47 AM
To: Simonton, David <dsimonton@balfourbeattyus.com>
Cc: Tracy Ray <tray@bennett-hofford.com>; Kim Brown <kbrown@bennetthospitality.com>; Ryan Quinlan <rquinlan@hotelbennett.com>; Spano, Tim <timsSpano@Balfourbeattyus.com>; Marty Wall <mwall@bennetthospitality.com>; Buck Lindsay <blindsay@lpbatlanta.com>; Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>; Pieniak, Shanti <SPieniak@Balfourbeattyus.com>
Subject: Re: Fire Inspection Violations

David

Send the list. Don't know by this is difficult for BBC. Tim was there as well and one of you pointed to Shanti.

The DHEC and DOL items are noted and will be done.

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On Dec 19, 2018, at 6:49 AM, Simonton, David <dsimonton@balfourbeattyus.com> wrote:

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DS

David Simonton

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306 Meeting Street, Suite 300, Charleston, SC 29401

<image003.jpg>

From: James Clements [<mailto:jclements@matrixse.com>]**Sent:** Tuesday, December 18, 2018 10:01 PM**To:** Simonton, David <dsimonton@balfourbeattyus.com>; Pieniak, Shanti <SPieniak@Balfourbeattyus.com>**Cc:** Tracy Ray <tray@bennett-hofford.com>; Kim Brown <kbrown@bennetthospitality.com>; Ryan Quinlan<rquinlan@hotelbennett.com>; Spano, Tim <timspano@Balfourbeattyus.com>; Marty Wall<mwall@bennetthospitality.com>; Buck Lindsay <blindsay@lpbatlanta.com>**Subject:** RE: Fire Inspection Violations

David

You told me Shanti was sending the list – I don't see it in my inbox? Pls forward tomorrow.

Jim Clements

Matrix Program Management Services, LLC

O. 704-676-9996

C. 704-905-1165

jclements@matrixse.com**From:** James Clements**Sent:** Tuesday, December 18, 2018 4:46 PM**To:** Tracy Ray <tray@bennett-hofford.com>**Cc:** Simonton, David <dsimonton@balfourbeattyus.com>; Pieniak, Shanti <spieniak@balfourbeattyus.com>; Kim Brown<kbrown@bennetthospitality.com>; Ryan Quinlan <rquinlan@hotelbennett.com>; Spano, Tim<timspano@balfourbeattyus.com>; Marty Wall <mwall@bennetthospitality.com>; Buck Lindsay<blindsay@lpbatlanta.com>**Subject:** Re: Fire Inspection Violations

Tracy

BBC is sending the list. They advised there are three open matters. Added fire extinguisher in the kitchen, banquette obstructing a fire extinguisher cabinet in 1st floor dining and a lock on the main kitchen.

Dave

When will BBC ready to call Hutton back?

Jim Clements

Matrix Program Management, LLC

322 Prince St.

Georgetown, SC

D. 704.676.9996

C. 704.905.1165

jclements@matrixse.com
www.matrixse.com

Sent from my iPhone. Please excuse any typos.

On Dec 18, 2018, at 11:59 AM, Tracy Ray <tray@bennett-hofford.com> wrote:

Just to chime in, when Ryan and I met with him on-site this morning, he said there were 13 violations that were not yet compliant and that he would not inspect for our licenses until they were resolved. We really need to get these licenses in place. Please send us the report and keep us in the loop so that we know when we can have him back out inspect.

Thanks,
 Tracy

From: James Clements [<mailto:jclements@matrixse.com>]
Sent: Tuesday, December 18, 2018 11:53 AM
To: Simonton, David <dsimonton@balfourbeattyus.com>; Pieniak, Shanti <spieniak@balfourbeattyus.com>
Cc: Kim Brown <kbrown@bennethospitality.com>; Tracy Ray <tray@bennett-hofford.com>; Ryan Quinlan <rquinlan@hotelbennett.com>; Spano, Tim <timspero@balfourbeattyus.com>; Marty Wall <mwall@bennethospitality.com>; Buck Lindsay <blindsay@lbatlanta.com>
Subject: Re: Fire Inspection Violations

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Jim Clements
 Matrix Program Management, LLC
 704-905-1165

From: Simonton, David <dsimonton@balfourbeattyus.com>
Sent: Tuesday, December 18, 2018 10:37 AM
To: James Clements; Pieniak, Shanti
Cc: Kim Brown; Tracy Ray; Ryan Quinlan; Spano, Tim; Marty Wall; Buck Lindsay
Subject: RE: Fire Inspection Violations

Jim, we will call Keith.
 All of his items on the list were completed within a couple of days.
 ds

David Simonton
 VP/Operations | Balfour Beatty
 O: 512-391-9273 | C: 512-391-9273
 E: dsimonton@balfourbeattyus.com | www.balfourbeattyus.com
 306 Meeting Street, Suite 300, Charleston, SC 29401

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

From: James Clements [<mailto:jclements@matrixse.com>]

Sent: Tuesday, December 18, 2018 10:18 AM

To: Pieniak, Shanti <SPieniak@Balfourbeattyus.com>

Cc: Kim Brown <kbrown@bennetthospitality.com>; Tracy Ray <tray@bennett-hofford.com>; Ryan Quinlan <rquinlan@hotelbennett.com>; Simonton, David <dsimonton@balfourbeattyus.com>; Spano, Tim <tspano@Balfourbeattyus.com>; Marty Wall <mwall@bennetthospitality.com>; Buck Lindsay <BLindsay@lpbatlanta.com>

Subject: RE: Fire Inspection Violations

Shanti

I meant to copy you on this

Jim Clements

Matrix Program Management Company, LLC

C. 704.905.1165

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jclements@matrixse.com

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

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Sent: Tuesday, December 18, 2018 9:37 AM

To: Dave Simonton <dsimonton@balfourbeattyus.com>; Tim Spano <tspano@balfourbeattyus.com>

Cc: Kim Brown <kbrown@bennetthospitality.com>; Tracy Ray <tray@bennett-hofford.com>; Ryan Quinlan <rquinlan@hotelbennett.com>; Marty Wall <mwall@bennetthospitality.com>; Buck Lindsay <BLindsay@lpbatlanta.com>

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[https://urldefense.proofpoint.com/v2/url?u=http-](https://urldefense.proofpoint.com/v2/url?u=http-3A_www.matrixse.com&d=DwIFAg&c=eapt7ST1afUS6LykE1MB9bfkdYfSLNUVF7M5AC_OmtM&r=JLQdYEaoUG2oNvVrtQ23J3X2DvQdT3eNVRcgSOoXI5U&m=lyFxZrtXQTFUzRotwIHxa6bwtGJLu-nrWJBFTA3RpHo&s=-jFX426D3mchZmFBzhrgtDsuwWcEiDrG9F3dsOpgt1M&c=)

[3A_www.matrixse.com&d=DwIFAg&c=eapt7ST1afUS6LykE1MB9bfkdYfSLNUVF7M5AC_OmtM&r=JLQdYEaoUG2oNvVrtQ23J3X2DvQdT3eNVRcgSOoXI5U&m=lyFxZrtXQTFUzRotwIHxa6bwtGJLu-nrWJBFTA3RpHo&s=-jFX426D3mchZmFBzhrgtDsuwWcEiDrG9F3dsOpgt1M&c=](https://urldefense.proofpoint.com/v2/url?u=http-3A_www.matrixse.com&d=DwIFAg&c=eapt7ST1afUS6LykE1MB9bfkdYfSLNUVF7M5AC_OmtM&r=JLQdYEaoUG2oNvVrtQ23J3X2DvQdT3eNVRcgSOoXI5U&m=lyFxZrtXQTFUzRotwIHxa6bwtGJLu-nrWJBFTA3RpHo&s=-jFX426D3mchZmFBzhrgtDsuwWcEiDrG9F3dsOpgt1M&c=)

Sent from my iPhone. Please excuse any typos.

Pieniak, Shanti

From: James Clements <jclements@matrixse.com>
Sent: Wednesday, December 19, 2018 12:06 PM
To: Pieniak, Shanti; Simonton, David
Cc: Tracy Ray; Kim Brown; Ryan Quinlan; Spano, Tim; Marty Wall; Buck Lindsay; Starcevic, Nicholas
Subject: Re: Fire Marshal Inspection Report

Thank you very much.

Jim Clements
 Matrix Program Management, LLC
 704-905-1165

From: Pieniak, Shanti <spieniak@balfourbeattyus.com>
Sent: Wednesday, December 19, 2018 8:53 AM
To: James Clements; Simonton, David
Cc: Tracy Ray; Kim Brown; Ryan Quinlan; Spano, Tim; Marty Wall; Buck Lindsay; Starcevic, Nicholas
Subject: RE: Fire Marshal Inspection Report

Jim - See attached. Tim has spoken to Keith and due to his holiday schedule he will be back to reinspect Friday 12/21.

We apologize for the delay.

Shanti Pieniak

Project Engineer | Balfour Beatty
 O: 843-974-4590 | C: 843-822-7354
 E: spieniak@balfourbeattyus.com | www.balfourbeattyus.com
 306 Meeting Street, Suite 300, Charleston, SC 29401

Balfour Beatty

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 Lean. Expert. Trusted. Safe.

From: James Clements <jclements@matrixse.com>
Sent: Wednesday, December 19, 2018 8:47 AM
To: Simonton, David <dsimonton@balfourbeattyus.com>
Cc: Tracy Ray <tray@bennett-hofford.com>; Kim Brown <kbrown@bennetthospitality.com>; Ryan Quinlan <rquinlan@hotelbennett.com>; Spano, Tim <tims Spano@Balfourbeattyus.com>; Marty Wall <mwall@bennetthospitality.com>; Buck Lindsay <blindsay@lpbatlanta.com>; Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>; Pieniak, Shanti <SPieniak@Balfourbeattyus.com>
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<image003.jpg>

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Sent: Tuesday, December 18, 2018 10:01 PM

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Subject: Re: Fire Inspection Violations

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Georgetown, SC
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jclements@matrixse.com
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Sent: Tuesday, December 18, 2018 11:53 AM
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 Subject: RE: Fire Inspection Violations

Shanti

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Jim Clements
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 C. 704.905.1165
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jcllements@matrixse.com

https://urldefense.proofpoint.com/v2/url?u=http-3A__www.matrixse.com&d=DwIFAg&c=eapt7ST1afUS6LykE1MB9bIkdyfSLNUVF7M5AC_OmtM&r=JLQdYFaoUG2oNvVrtQ23J3X2DvQdT3eNVRcgSOoXI5U&m=lyFxZrttXQTFUzRotwHxa6bwtGJLu-nrWJBFIA3RpHo&s=-jF426D3mchZmFBzhrgtDsuwWcEiDrG9F3dsOpgt1M&e=

[3A__www.matrixse.com&d=DwIFAg&c=eapt7ST1afUS6LykE1MB9bIkdyfSLNUVF7M5AC_OmtM&r=JLQdYFaoUG2oNvVrtQ23J3X2DvQdT3eNVRcgSOoXI5U&m=lyFxZrttXQTFUzRotwHxa6bwtGJLu-nrWJBFIA3RpHo&s=-jF426D3mchZmFBzhrgtDsuwWcEiDrG9F3dsOpgt1M&e=](https://urldefense.proofpoint.com/v2/url?u=http-3A__www.matrixse.com&d=DwIFAg&c=eapt7ST1afUS6LykE1MB9bIkdyfSLNUVF7M5AC_OmtM&r=JLQdYFaoUG2oNvVrtQ23J3X2DvQdT3eNVRcgSOoXI5U&m=lyFxZrttXQTFUzRotwHxa6bwtGJLu-nrWJBFIA3RpHo&s=-jF426D3mchZmFBzhrgtDsuwWcEiDrG9F3dsOpgt1M&e=)

Sent from my iPhone. Please excuse any typos.

Pieniak, Shanti

From: James Clements <jclements@matrixse.com>
Sent: Friday, December 28, 2018 3:16 PM
To: Simonton, David
Cc: Kim Brown; Marty Wall (mwall@bennetthospitality.com); Spano, Tim; Ryan Quinlan; Jennifer Faulkinberry; Buck Lindsay
Subject: Re: MSH DHEC Pool Approval Enclosed

Well done

Thanks

Jim Clements
 Matrix Program Management, LLC
 C. 704.905.1165
jclements@matrixse.com
www.matrixse.com

Sent from my iPhone. Please excuse any typos.

On Dec 28, 2018, at 3:14 PM, Simonton, David <dsimonton@balfourbeattyus.com> wrote:

Team, please find attached DHEC approval to place the pool into operation.
 Thanks for everyone's help in achieving this important Approval.
 Js

David Simonton

VP/Operations | Balfour Beatty
 O: 512-391-9273 | C: 512-391-9273
 E: dsimonton@balfourbeattyus.com | www.balfourbeattyus.com
 306 Meeting Street, Suite 300, Charleston, SC 29401
 <image003.jpg>

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<MSH DHEC Pool Approval.pdf>

Pieniak, Shanti

From: Kim Brown <kbrown@bennetthospitality.com>
Sent: Tuesday, December 11, 2018 1:37 PM
To: James Clements; Simonton, David; Jennifer Faulkinberry
Cc: Starcevic, Nicholas; Spano, Tim; Pieniak, Shanti; Phue Huynh; Bill Richardson
Subject: RE: MSH DOL Elevator Inspection 11-30-18
Attachments: 20181210161214859.pdf

Thought I sent this yesterday

Kim

From: James Clements [mailto:jclements@matrixse.com]
Sent: Tuesday, December 11, 2018 1:35 PM
To: Simonton, David <dsimonton@balfourbeattyus.com>; Jennifer Faulkinberry <JFaulkinberry@lpbatlanta.com>
Cc: Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>; Kim Brown (<kbrown@bennetthospitality.com>); Spano, Tim <timspano@Balfourbeattyus.com>; Pieniak, Shanti <SPieniak@Balfourbeattyus.com>; Phue Huynh <PHuynh@lpbatlanta.com>; Bill Richardson <BRichardson@lpbatlanta.com>
Subject: RE: MSH DOL Elevator Inspection 11-30-18

Thanks for your patience.

Kim is on a call and will sign and send it as soon as she gets off.

Jim Clements
 Matrix Program Management Company, LLC
 C. 704.905.1165
 T. 704.676.9996
jclements@matrixse.com

From: Simonton, David <dsimonton@balfourbeattyus.com>
Sent: Tuesday, December 11, 2018 12:21 PM
To: James Clements <jclements@matrixse.com>; Jennifer Faulkinberry <JFaulkinberry@lpbatlanta.com>
Cc: Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>; Kim Brown (<kbrown@bennetthospitality.com>); Spano, Tim <timspano@Balfourbeattyus.com>; Pieniak, Shanti <SPieniak@Balfourbeattyus.com>; Phue Huynh <PHuynh@lpbatlanta.com>; Bill Richardson <BRichardson@lpbatlanta.com>
Subject: RE: MSH DOL Elevator Inspection 11-30-18

Jim, was this issued?

David Simonton

VP/Operations | Balfour Beatty
 O: 512-391-9273 | C: 512-391-9273
 E: dsimonton@balfourbeattyus.com | www.balfourbeattyus.com
 306 Meeting Street, Suite 300, Charleston, SC 29401

From: James Clements [<mailto:jclements@matrixse.com>]
Sent: Monday, December 10, 2018 2:32 PM
To: Simonton, David <dsimonton@balfourbeattyus.com>; Jennifer Faulkinberry <JFaulkinberry@lpmatlanta.com>
Cc: Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>; Kim Brown (kbrown@bennetthospitality.com)
<kbrown@bennetthospitality.com>; Spano, Tim <timsmano@Balfourbeattyus.com>; Pieniak, Shanti
<SPieniak@Balfourbeattyus.com>; Phue Huynh <PHuynh@lpmatlanta.com>; Bill Richardson
<BRichardson@lpmatlanta.com>
Subject: Re: MSH DOL Elevator Inspection 11-30-18

Dave

Just spoke with Kim and Jennifer. The CCD will be in Kim's hand today, it will be executed today and sent to BBC today.

Jim Clements

On Dec 10, 2018, at 2:20 PM, Jennifer Faulkinberry <JFaulkinberry@lpmatlanta.com> wrote:

Almost done but have a question. Does Level 9 back corridor also have deficient light level??

Jen

From: Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>
Sent: Monday, December 10, 2018 8:29 AM
To: James Clements <jclements@matrixse.com>; Simonton, David <dsimonton@balfourbeattyus.com>; Jennifer Faulkinberry <JFaulkinberry@lpmatlanta.com>; Kim Brown (kbrown@bennetthospitality.com)
<kbrown@bennetthospitality.com>
Cc: Spano, Tim <timsmano@Balfourbeattyus.com>; Pieniak, Shanti <SPieniak@Balfourbeattyus.com>; Phue Huynh
<PHuynh@lpmatlanta.com>; Bill Richardson <BRichardson@lpmatlanta.com>
Subject: RE: MSH DOL Elevator Inspection 11-30-18

Jim

Please advise status of this CCD. We really need the AOR and Engineer's direction today.

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
<image002.jpg>

From: James Clements [<mailto:jclements@matrixse.com>]
Sent: Wednesday, December 5, 2018 10:58 AM

To: Simonton, David <dsimonton@balfourbeattyus.com>; Jennifer Faulkinberry <JFaulkinberry@lpbatlanta.com>; Kim Brown (<kbrown@bennetthospitality.com>) <kbrown@bennetthospitality.com>
Cc: Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>; Spano, Tim <timspano@Balfourbeattyus.com>; Pieniak, Shanti <SPieniak@Balfourbeattyus.com>; Phue Huynh <PHuynh@lpbatlanta.com>; Bill Richardson <BRichardson@lpbatlanta.com>
Subject: RE: MSH DOL Elevator Inspection 11-30-18

Jennifer

Pls issue a change directive for this work. Send it to Kim and copy me and BBC.

Pls confirm for Kim where the responsibility lies for the added cost. It will save us all time.

Jim Clements
 Matrix Program Management Company, LLC
 C. 704.905.1165
 T. 704.676.9996
jcllements@matrixse.com

From: Simonton, David <dsimonton@balfourbeattyus.com>
Sent: Monday, December 3, 2018 6:43 PM
To: Jennifer Faulkinberry <JFaulkinberry@lpbatlanta.com>
Cc: Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>; Spano, Tim <timspano@Balfourbeattyus.com>; Pieniak, Shanti <SPieniak@Balfourbeattyus.com>; James Clements <jcllements@matrixse.com>; Kim Brown (<kbrown@bennetthospitality.com>) <kbrown@bennetthospitality.com>; Phue Huynh <PHuynh@lpbatlanta.com>; Bill Richardson <BRichardson@lpbatlanta.com>
Subject: Re: MSH DOL Elevator Inspection 11-30-18

DC 60 is not on emergency circuit. Is on normal circuit as elect drawings indicate.

David Simonton
 VP Operations | Charleston, SC
 Balfour Beatty Construction
 Mobile: 512-391-9273

On Dec 3, 2018, at 6:40 PM, Jennifer Faulkinberry <JFaulkinberry@lpbatlanta.com> wrote:

David,

See below and attached for directions as we discussed this afternoon. Need to hear back from you on DC-60 circuit confirmation.

Thanks,

Jennifer G. Faulkinberry
Winford Lindsay Architect
 344 West Pike Street direct 770.407.5786
 Lawrenceville, GA 30046 fax 770.407.5817
jfaulkinberry@lpbatlanta.com cell 770.241.2473

From: Phue Huynh <PHuynh@lpbatlanta.com>
Sent: Monday, December 3, 2018 6:02 PM
To: Jennifer Faulkinberry <JFaulkinberry@lpbatlanta.com>
Cc: Bill Richardson <BRichardson@lpbatlanta.com>
Subject: RE: MSH DOL Elevator Inspection 11-30-18

Please see attached.

Responses:

Elevator lobbies 3-8: contractor to verify existing branch circuit for DC60 fixture. If DC60 fixture is circuited to generator power, then verify foot candle when all light fixtures (DC60 and C1's) are ON to meet 10 f/c requirement.

Elevator pits and top of elevator shaft: replace existing F1 fixture with emergency battery ballast F1E or H1E fixture. Provide quantity as needed. Verify foot candle to meet 10 f/c in the pit and 20 f/c on top of shaft.

1st floor: Add (1) LH fixture with emergency battery ballast or similar fixture with emergency battery ballast. Connect to nearest branch circuit for fixture to stay ON 24/7.

2nd floor: same as 1st floor.

Thanks,
 Phue

----- Original message -----

From: James Clements <jcllements@matrixse.com>
Date: 12/1/18 8:50 AM (GMT-05:00)
To: Jennifer Faulkinberry <JFaulkinberry@lpbatlanta.com>, "Simonton, David" <dsimonton@balfourbeattyus.com>, kbrown@bennetthospitality.com, Buck Lindsay <BLindsay@lpbatlanta.com>, Phue Huynh <PHuynh@lpbatlanta.com>
Cc: "Spano, Tim" <timspano@Balfourbeattyus.com>, "Starcevic, Nicholas" <NStarcevic@Balfourbeattyus.com>, "Ledford, Ryan" <RLedford@Balfourbeattyus.com>, mwall@bennetthospitality.com, "Pieniak, Shanti" <SPieniak@Balfourbeattyus.com>, "Dean, Pat" <pdean@balfourbeattyus.com>
Subject: Re: MSH DOL Elevator Inspection 11-30-18

Thanks, David. I believe the last sentence should read BBC cannot guarantee Keith's approval of the rear elevators.

Jennifer

Pls address the the shaft lighting and be prepared to react if the FM doesn't grant is a pass on the rear door issue.

Kim

Either Debra or Salamander need to get the bulbs we need for the lobby lights. I received approval from the manufacturer and passed long the order request.

All:

This is a difficult time of the year to get the elevator inspector scheduled. We need quick action on the fix and re-scheduling the inspection.

Jim Clements
Matrix Program Management, LLC
322 Prince St.
Georgetown, SC
D. 704.676.9996
C. 704.905.1165

jcllements@matrixse.com
www.matrixse.com

Sent from my iPhone. Please excuse any typos.

On Nov 30, 2018, at 5:30 PM, Simonton, David <dsimonton@balfourbeattyus.com> wrote:

Jim,

As you know, DOL was on site to inspect Elevators 1-5.

Good news is they accepted the AOR letter and back up on cab finishes flame and smoke spread.

Elevator 5 was passed and put in to operation.

Elevator 1-4 was not passed for inspection due to the following.

Elevator 1-4 did not pass due to Not providing 10 f/c of lighting in Elevator Pit and not providing 19 f/c at top of shaft while on Generator Power. In other words the pit and shaft lighting has to be on emergency circuit, and currently not designed as such.

Elevator 4- at rear lobby landings at level 1 and level 2 provide 10 f/c of lighting. Current design has no lighting on emergency circuits at these levels at the landings.

He also wants Elevator 1-4 lobby lights which need the 277v lamps energized with lamps. We tried table lamps but when the power went to emergency power the lamps went off. The 2 spots at each lobby were on, but only provided 7.5 f/c.

DOL also wants a letter from AHJ on Elevator 4 rear exits at level 2 and level 9 that a smoke or fire door is not needed.

We can call Keith Hutton as requested, but can guarantee the Fire Marshall will provide as requested.

Once all of the above is completed he will return to finish up his inspection.
Ds.

David Simonton
VP Operations | Charleston, SC
Balfour Beatty Construction
Mobile: 512-391-9273

<Elevator lobbies 3-8.pdf>

<Elevator pits and top of elevator shafts.pdf>

<F1E.pdf>

<H1E.pdf>

<1st Floor.pdf>

<2nd Floor.pdf>

<LH.pdf>

Supplemental
Instructions No. 038

Date : 2/24/17
Project : The Marion Square Hotel

Project No. : 209007

Copies To :
☒ Owner
☒ Contractor
☐ Contractor Field
☒ Architect File
☒ Engineer
☐ Other

The work shall be carried out in accordance with the following supplemental instructions issued in accordance with the contract documents without change in contract sum or contract time. Proceed in accordance with these instructions.

Detail References

E100, E102, E501, E611, E617

Problem Description

Due to various power load increases over the course of the project, the current load is 3861 amps and far exceeds the rating of the 3000 amp switchboard (MSB) and violates code. In order to reduce the load on MSB our approach is as follows:

Solution

1. Provide a new 1200 amp 480V switchboard in the emergency electrical room.
2. Transfer loads from MSB to reduce demand load to under 3000 amps. Transfer Panels 2H and 2H2 to the new switchboard. Transfer Panel K2 to the new switchboard via new 112.5 Kva transformer. Keep the large 208 volt load(LSB) connected to MSB via the large 750 Kva transformer.
3. Provide new 1 section switch board without main breaker with up to 4 service disconnect means.
4. Provide second 480 volt 1200 amp service to the Hotel as allowed by NEC 230.2 (C) (1) Capacity Requirements.
5. Remove door and wall between Main and Emergency Electrical Rooms to accommodate new switchboard.
6. Contractor to review attached riser diagram and recommend location of new 112.5 Kva transformer and verify routing to Panels 2H,2H2 and K2.

By Jennifer Faulkinberry

WINFORD
LINDSAY
ARCHITECT

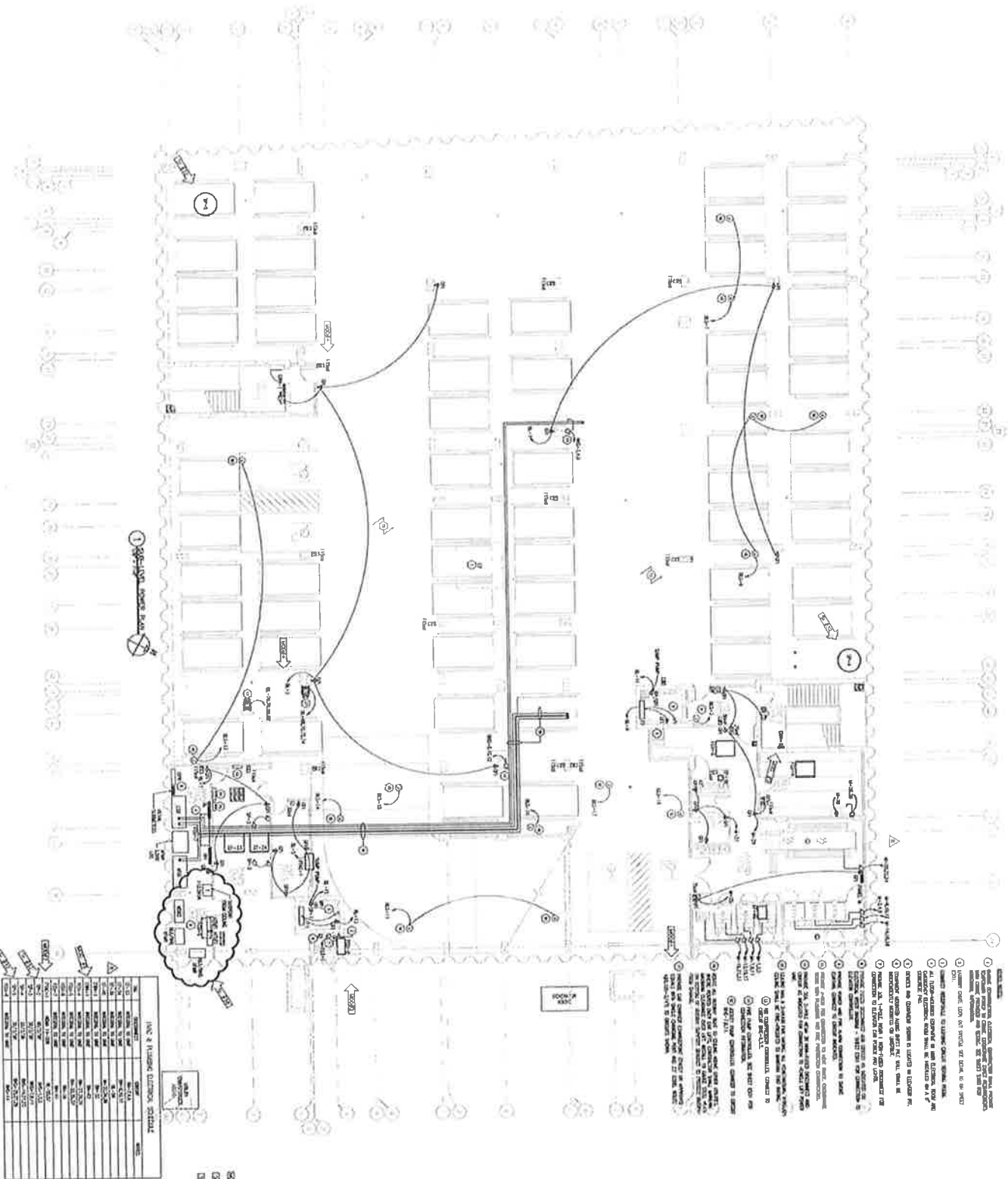
344 WEST KING STREET
CHARLESTON, SC 29401
703.583.7744



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SQUARE
404 KING STREET
CHARLESTON, SC
29401

R - 6523



EQUIPMENT		QUANTITY	NOTES
1	ROOF CURTAIN WALL	1	SEE NOTE 1
2	ROOF CURTAIN WALL	1	SEE NOTE 2
3	ROOF CURTAIN WALL	1	SEE NOTE 3
4	ROOF CURTAIN WALL	1	SEE NOTE 4
5	ROOF CURTAIN WALL	1	SEE NOTE 5
6	ROOF CURTAIN WALL	1	SEE NOTE 6
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ALPHABET: BT;
PLAT: DATA;

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2ND FLOOR
POWER FLOOR

E100

WINFORD
LINDSAY
ARCHITECT

114 WEST KING STREET,
CHARLESTON, SC 29401
TEL 772 3888 FAX 772



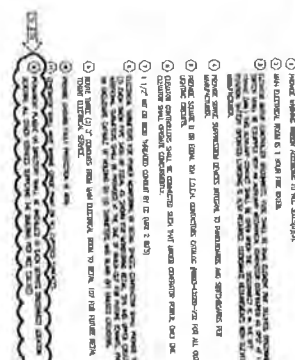
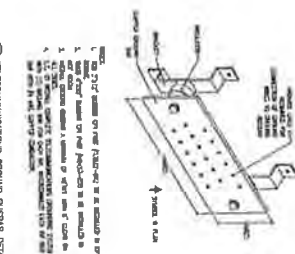
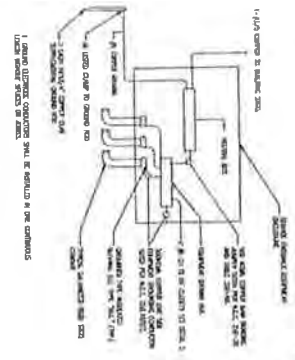
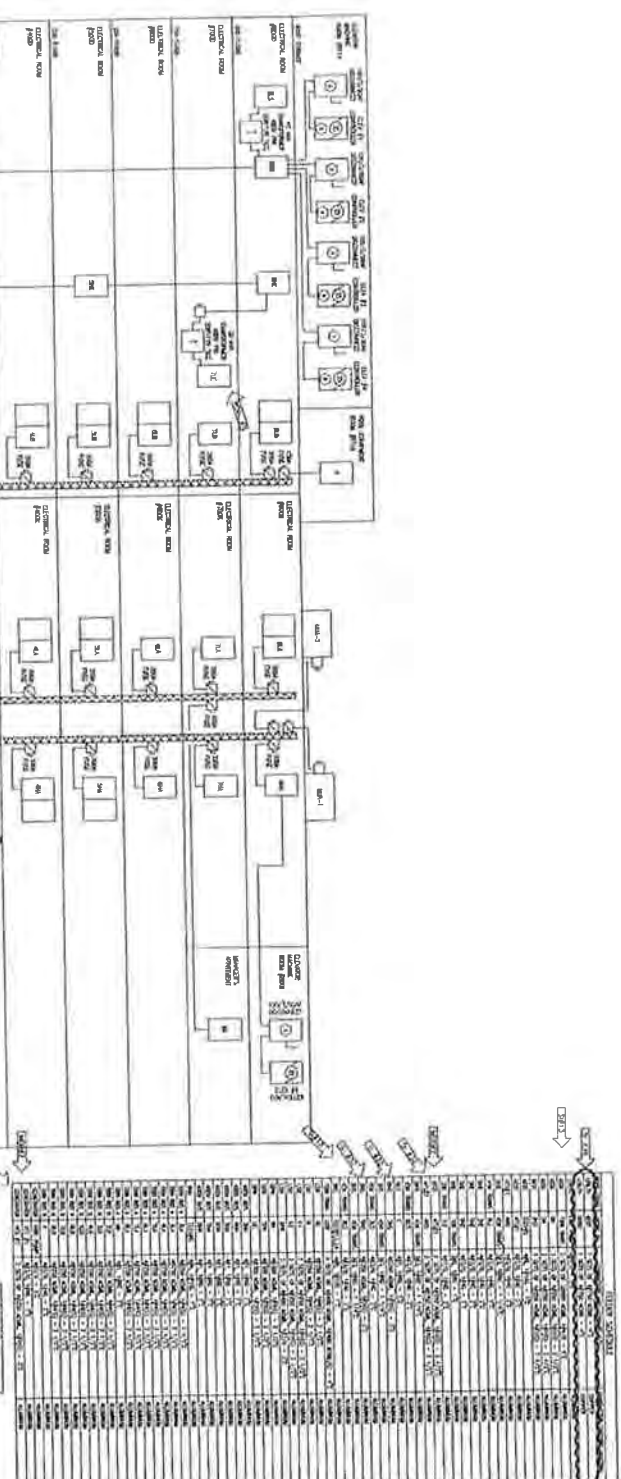
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444 KING STREET
CHARLESTON, S
29401

R - 6525



POWER RISE
ELECTRIC



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[illegible]

PANELBOARD SCHEDULE "A"									
Panelboard		Circuit Breakers		Fuses		Fuses		Fuses	
Panelboard	Rating	Panelboard	Rating	Panelboard	Rating	Panelboard	Rating	Panelboard	Rating
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35	1800	35	1800	35	1800	35	1800	35	1800
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No.	Name	Age	Sex		Height	Weight	Chest	Arm	Forearm	Hand	Foot	Shoe	Socks	Underwear	Outerwear	Accessories	Remarks
			M	F													
1	John Doe	25			5' 10"	180	38"	28"	14"	10"	12"	10"	10"	10"	10"	10"	10"
2	Jane Smith	22			5' 5"	150	36"	26"	13"	9"	11"	9"	9"	9"	9"	9"	9"
3	Robert Johnson	30			6' 2"	200	40"	30"	15"	11"	13"	11"	11"	11"	11"	11"	11"
4	Emily White	28			5' 8"	160	37"	27"	14"	10"	12"	10"	10"	10"	10"	10"	10"
5	Michael Brown	24			5' 12"	170	39"	29"	14"	10"	12"	10"	10"	10"	10"	10"	10"
6	Sarah Green	26			5' 6"	155	37"	27"	14"	10"	12"	10"	10"	10"	10"	10"	10"
7	David Black	29			6' 0"	190	39"	29"	15"	11"	13"	11"	11"	11"	11"	11"	11"
8	Olivia Grey	23			5' 4"	145	35"	25"	13"	9"	11"	9"	9"	9"	9"	9"	9"
9	James Blue	31			6' 1"	205	41"	31"	16"	12"	14"	12"	12"	12"	12"	12"	12"
10	Ava Pink	27			5' 7"	165	38"	28"	14"	10"	12"	10"	10"	10"	10"	10"	10"
11	Benjamin Yellow	25			5' 11"	175	40"	30"	15"	11"	13"	11"	11"	11"	11"	11"	11"
12	Mia Purple	24			5' 9"	160	38"	28"	14"	10"	12"	10"	10"	10"	10"	10"	10"
13	Ethan Red	26			5' 10"	170	39"	29"	14"	10"	12"	10"	10"	10"	10"	10"	10"
14	Isabella Orange	23			5' 6"	150	36"	26"	13"	9"	11"	9"	9"	9"	9"	9"	9"
15	Lucas Green	28			6' 0"	195	40"	30"	15"	11"	13"	11"	11"	11"	11"	11"	11"
16	Sophia Blue	25			5' 8"	165	38"	28"	14"	10"	12"	10"	10"	10"	10"	10"	10"
17	Matthew Yellow	27			5' 11"	175	40"	30"	15"	11"	13"	11"	11"	11"	11"	11"	11"
18	Charlotte Purple	24			5' 9"	160	38"	28"	14"	10"	12"	10"	10"	10"	10"	10"	10"
19	Christopher Red	26			5' 10"	170	39"	29"	14"	10"	12"	10"	10"	10"	10"	10"	10"
20	Amelia Orange	23			5' 6"	150	36"	26"	13"	9"	11"	9"	9"	9"	9"	9"	9"

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LOCAL CENTER SCHEDULE - MA									
SCHOOL		GRADE		DATE		TIME		LOCATION	
1	1st GRADE	2	2nd GRADE	3	3rd GRADE	4	4th GRADE	5	5th GRADE
6	6th GRADE	7	7th GRADE	8	8th GRADE	9	9th GRADE	10	10th GRADE
11	11th GRADE	12	12th GRADE	13	13th GRADE	14	14th GRADE	15	15th GRADE
16	16th GRADE	17	17th GRADE	18	18th GRADE	19	19th GRADE	20	20th GRADE
21	21st GRADE	22	22nd GRADE	23	23rd GRADE	24	24th GRADE	25	25th GRADE
26	26th GRADE	27	27th GRADE	28	28th GRADE	29	29th GRADE	30	30th GRADE
31	31st GRADE	32	32nd GRADE	33	33rd GRADE	34	34th GRADE	35	35th GRADE
36	36th GRADE	37	37th GRADE	38	38th GRADE	39	39th GRADE	40	40th GRADE
41	41st GRADE	42	42nd GRADE	43	43rd GRADE	44	44th GRADE	45	45th GRADE
46	46th GRADE	47	47th GRADE	48	48th GRADE	49	49th GRADE	50	50th GRADE
51	51st GRADE	52	52nd GRADE	53	53rd GRADE	54	54th GRADE	55	55th GRADE
56	56th GRADE	57	57th GRADE	58	58th GRADE	59	59th GRADE	60	60th GRADE
61	61st GRADE	62	62nd GRADE	63	63rd GRADE	64	64th GRADE	65	65th GRADE
66	66th GRADE	67	67th GRADE	68	68th GRADE	69	69th GRADE	70	70th GRADE
71	71st GRADE	72	72nd GRADE	73	73rd GRADE	74	74th GRADE	75	75th GRADE
76	76th GRADE	77	77th GRADE	78	78th GRADE	79	79th GRADE	80	80th GRADE
81	81st GRADE	82	82nd GRADE	83	83rd GRADE	84	84th GRADE	85	85th GRADE
86	86th GRADE	87	87th GRADE	88	88th GRADE	89	89th GRADE	90	90th GRADE
91	91st GRADE	92	92nd GRADE	93	93rd GRADE	94	94th GRADE	95	95th GRADE
96	96th GRADE	97	97th GRADE	98	98th GRADE	99	99th GRADE	100	100th GRADE

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THE HOTEL
AT
MARION
SQUARE
404 KING STREET
CHARLESTON, S.C.
29403

R - 6527

SUBJECT NO. 723
 DATA SET 4
 CHECKED BY
 APPROVED BY
 A-01 DATE

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 WITHOUT WRITTEN PERMISSION

ELECTRICAL
 PANEL
 SCHEDULE

E61

**Supplemental
Instructions No.** 038R1

Date : 3/3/17
Project : The Marion Square Hotel

Project No. : **209007**

Copies To :
☒ Owner
☒ Contractor
☐ Contractor Field
☒ Architect File
☒ Engineer
☐ Other

The work shall be carried out in accordance with the following supplemental instructions issued in accordance with the contract documents without change in contract sum or contract time. Proceed in accordance with these instructions.

Detail References

E100, E102, E501, E611, E617

Problem Description

In accordance with the Electrical Inspector the following changes to SI #38 shall be incorporated:

Solution

E100 - SUB LEVEL POWER PLAN
- Moved transformer to be located above MSB2

E102 - 2ND FLOOR POWER PLAN
- Moved 400A disconnect to column in Kitchen 243
- Revised disconnect to be a fused disconnect

E501 - POWER RISER DIAGRAM
- Revised disconnect to be a fused disconnect
- Changed MSB2 to MCB
- Added note about 3 conduits from MSB pull box to MSB2 to be rigid

By Jennifer Faulkinberry

WINFORD
LINDSAY
ARCHITECT

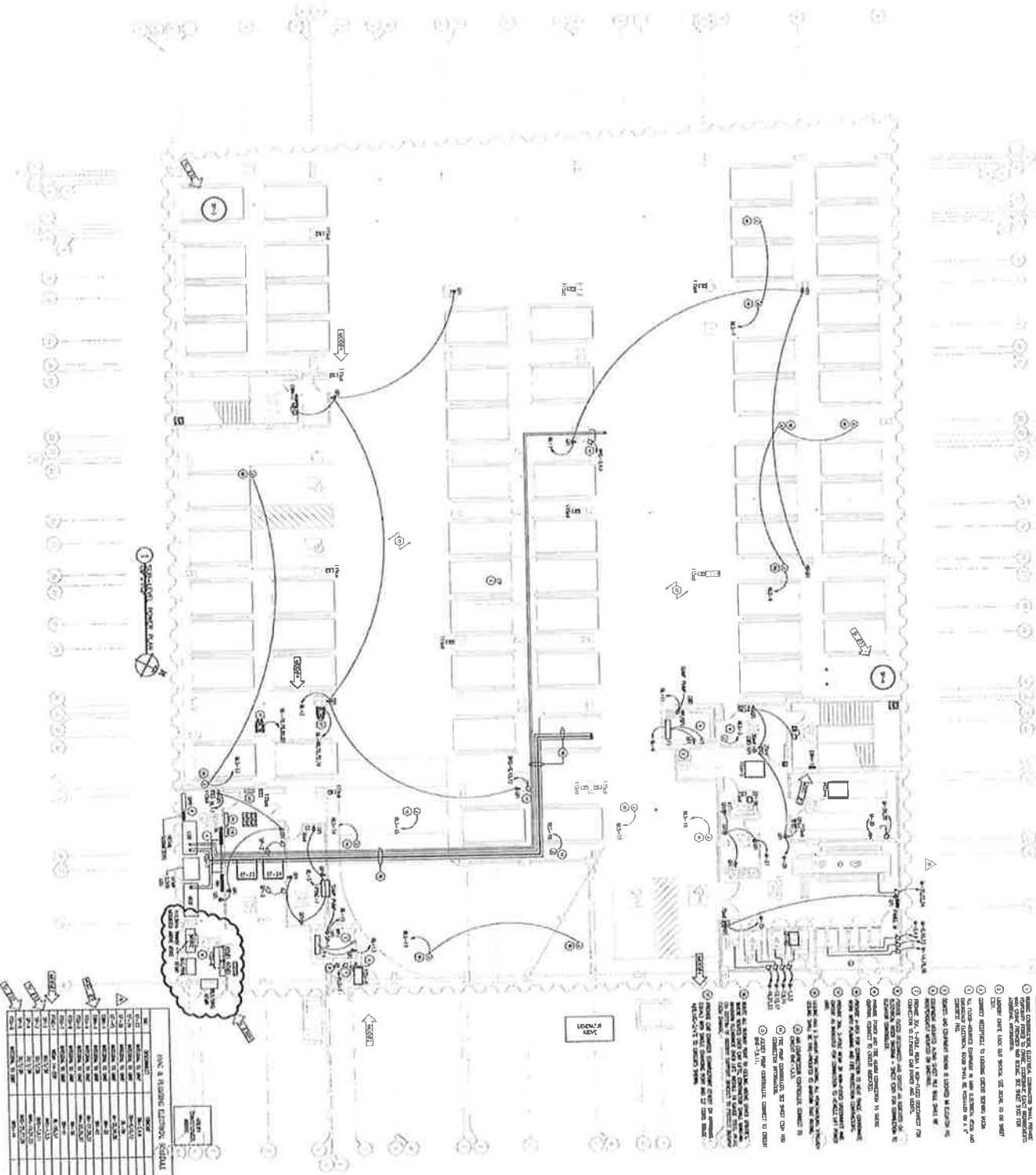
204 WEST KING STREET
CHARLESTON, SC 29401
704.822.7700 FAX
704.822.7700 FAX



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SC 29401

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

R - 6529



ELECTRICAL SYMBOLS	
1	120V 15A BRN/WH OUTLET
2	120V 20A BRN/WH OUTLET
3	120V 30A BRN/WH OUTLET
4	120V 50A BRN/WH OUTLET
5	120V 100A BRN/WH OUTLET
6	120V 150A BRN/WH OUTLET
7	120V 200A BRN/WH OUTLET
8	120V 250A BRN/WH OUTLET
9	120V 300A BRN/WH OUTLET
10	120V 350A BRN/WH OUTLET
11	120V 400A BRN/WH OUTLET
12	120V 450A BRN/WH OUTLET
13	120V 500A BRN/WH OUTLET
14	120V 550A BRN/WH OUTLET
15	120V 600A BRN/WH OUTLET
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17	120V 700A BRN/WH OUTLET
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WINFORD
LINDSAY
ARCHITECT

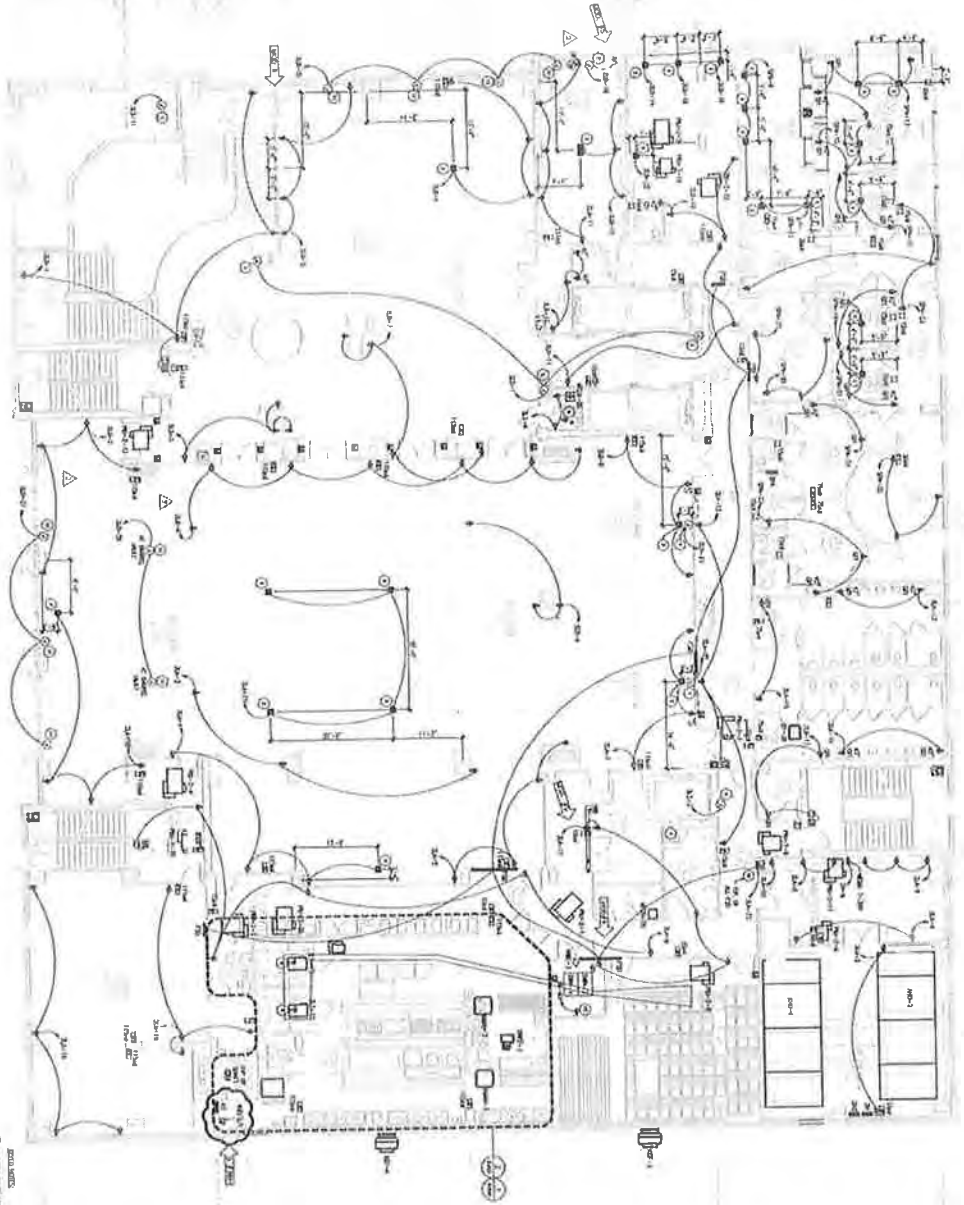
204 WEST 10TH STREET
CHARLESTON, SC 29401
704.522.1100



LIBRARY
ASSOCIATE
LTC
P.O. BOX 111
BLOOMING
DRIVE
CHARLESTON,
SC 29401

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

R - 6530



1. 20' RADIUS CIRCULAR AREA

2. 20' RADIUS CIRCULAR AREA

ELECTRICAL SYMBOLS	
CONDUIT	20' RADIUS CIRCULAR AREA
WIRE	20' RADIUS CIRCULAR AREA
ELECTRICAL EQUIPMENT	20' RADIUS CIRCULAR AREA
...	...

- 1. 20' RADIUS CIRCULAR AREA
- 2. 20' RADIUS CIRCULAR AREA
- 3. 20' RADIUS CIRCULAR AREA
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- 8. 20' RADIUS CIRCULAR AREA
- 9. 20' RADIUS CIRCULAR AREA
- 10. 20' RADIUS CIRCULAR AREA

E102

WINFORD
LINDSAY
ARCHITECT

144 WEST KING STREET
CHARLESTON, SC 29401
TEL 778 3488 FAX 778 3488



LIBRARY
ASSOCIATE
L.C.
RICE MILL
BROADWOOD
DRIVE
CHARLESTON,
SC 29401

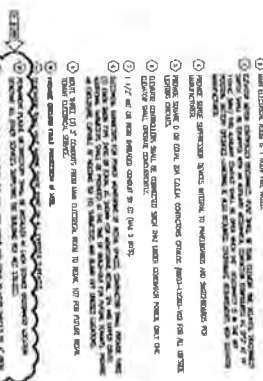
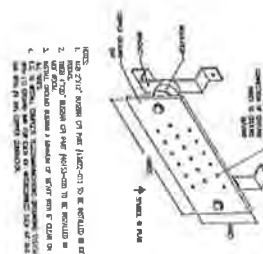
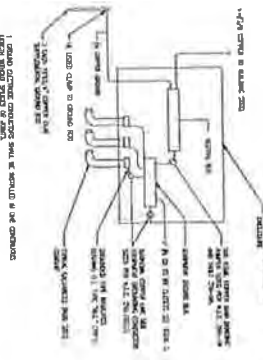
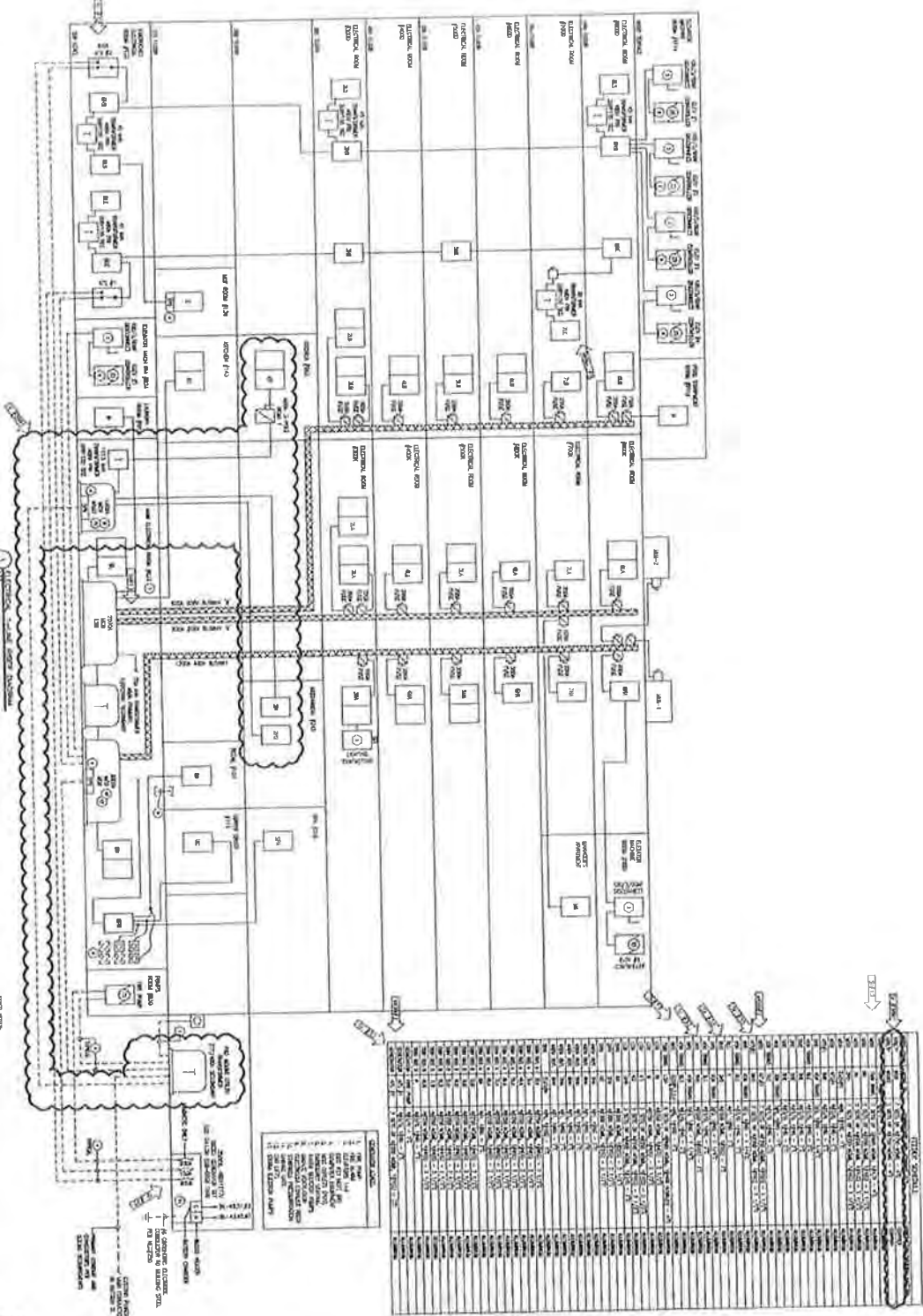
THE HOTEL
AT
MARION
SQUARE
404 KING STREET
CHARLESTON, SC
29403

R - 6531

SECTION
10/1/21
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10/1/21

PROJECT: 230K
WINFORD LINDSAY ARCHITECT
144 WEST KING STREET
CHARLESTON, SC 29401
TEL 778 3488 FAX 778 3488
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POWER RISE
DRAWING



1. ELECTRICAL SERVICE EQUIPMENT AND BUILDING DATA

2. ELECTRICAL SERVICE EQUIPMENT AND BUILDING DATA

3. ELECTRICAL SERVICE EQUIPMENT AND BUILDING DATA

644 WEST 8000 STE 100
DENVER, CO 80202



RICE MILL
BUILDING
17 LOCKWOOD
DRIVE
CHARLESTON
SC 29401

R - 6532

ELECTRICAL
PANEL
SCHEDULES

E611

SWITCHBOARD 1387

SWITCHBOARD 1388

SWITCHBOARD 1389

SWITCHBOARD 1390

SWITCHBOARD 1391

SWITCHBOARD 1392

SWITCHBOARD 1393

SWITCHBOARD 1394

SWITCHBOARD 1395

SWITCHBOARD 1396

SWITCHBOARD 1397

SWITCHBOARD 1398

244 8871 PER DIRECT
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LIBRARY
ASSOCIATE
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RICE MILL
BUILDING
17 LOCKWOOD
DRIVE
CHARLESTON,
SC 29401

No. 241		55-1000		PAIN BOARD 2500A-E-C		44-1000	
101	102	103	104	105	106	107	108
1	2	3	4	5	6	7	8
9	10	11	12	13	14	15	16
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[illegible][illegible]

Date		Time		Location		Weather		Remarks	
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46	10	10	10	10	10	10	10	10	10
47	10	10	10	10	10	10	10	10	10

[illegible]

PASTORAL SCHEME									
WEEK		DATE		TIME		SUNDAY		MONDAY	
WEEK	DATE	TIME	SUNDAY	MONDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
1	10/10/19	10:00	10:30	11:00	11:30	12:00	12:30	1:00	1:30
2	10/17/19	10:00	10:30	11:00	11:30	12:00	12:30	1:00	1:30
3	10/24/19	10:00	10:30	11:00	11:30	12:00	12:30	1:00	1:30
4	10/31/19	10:00	10:30	11:00	11:30	12:00	12:30	1:00	1:30
5	11/07/19	10:00	10:30	11:00	11:30	12:00	12:30	1:00	1:30
6	11/14/19	10:00	10:30	11:00	11:30	12:00	12:30	1:00	1:30
7	11/21/19	10:00	10:30	11:00	11:30	12:00	12:30	1:00	1:30
8	11/28/19	10:00	10:30	11:00	11:30	12:00	12:30	1:00	1:30
9	12/05/19	10:00	10:30	11:00	11:30	12:00	12:30	1:00	1:30
10	12/12/19	10:00	10:30	11:00	11:30	12:00	12:30	1:00	1:30
11	12/19/19	10:00	10:30	11:00	11:30	12:00	12:30	1:00	1:30
12	12/26/19	10:00	10:30	11:00	11:30	12:00	12:30	1:00	1:30
13	01/02/20	10:00	10:30	11:00	11:30	12:00	12:30	1:00	1:30
14	01/09/20	10:00	10:30	11:00	11:30	12:00	12:30	1:00	1:30
15	01/16/20	10:00	10:30	11:00	11:30	12:00	12:30	1:00	1:30
16	01/23/20	10:00	10:30	11:00	11:30	12:00	12:30	1:00	1:30
17	01/30/20	10:00	10:30	11:00	11:30	12:00	12:30	1:00	1:30
18	02/06/20	10:00	10:30	11:00	11:30	12:00	12:30	1:00	1:30
19	02/13/20	10:00	10:30	11:00	11:30	12:00	12:30	1:00	1:30
20	02/20/20	10:00	10:30	11:00	11:30	12:00	12:30	1:00	1:30
21	02/27/20	10:00	10:30	11:00	11:30	12:00	12:30	1:00	1:30
22	03/06/20	10:00	10:30	11:00	11:30	12:00	12:30	1:00	1:30
23	03/13/20	10:00	10:30	11:00	11:30	12:00	12:30	1:00	1:30
24	03/20/20	10:00	10:30	11:00	11:30	12:00	12:30	1:00	1:30
25	03/27/20	10:00	10:30	11:00	11:30	12:00	12:30	1:00	1:30
26	04/03/20	10:00	10:30	11:00	11:30	12:00	12:30	1:00	1:30
27	04/10/20	10:00	10:30	11:00	11:30	12:00	12:30	1:00	1:30
28	04/17/20	10:00	10:30	11:00	11:30	12:00	12:30	1:00	1:30
29	04/24/20	10:00	10:30	11:00	11:30	12:00	12:30	1:00	1:30
30	05/01/20	10:00	10:30	11:00	11:30	12:00	12:30	1:00	1:30
31	05/08/20	10:00	10:30	11:00	11:30	12:00	12:30	1:00	1:30
32	05/15/20	10:00	10:30	11:00	11:30	12:00	12:30	1:00	1:30
33	05/22/20	10:00	10:30	11:00	11:30	12:00	12:30	1:00	1:30
34	05/29/20	10:00	10:30	11:00	11:30	12:00	12:30	1:00	1:30

[illegible]

UNIT NAME	UNIT NO.	UNIT TYPE	UNIT STATUS	UNIT DESCRIPTION	UNIT LOCATION	UNIT COMMENTS
1	1	1	1	1	1	1
2	2	2	2	2	2	2
3	3	3	3	3	3	3
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No.	Name	Age	Sex	Height	Weight	Chest	Arm	Leg	Foot	Hand	Finger	Ear	Nose	Mouth	Throat	Lungs	Heart	Liver	Spleen	Pancreas	Intestine	Stomach	Bladder	Rectum	Uterus	Vagina	Penis	Testis	Prostate	Seminal Vesicle	Ureter	Urethra	Vas Deferens	Epididymis	Spermatic Cord	Pituitary	Hypothalamus	Thyroid	Parathyroid	Adrenal	Kidney	Ureter	Urethra	Vas Deferens	Epididymis	Spermatic Cord	Pituitary	Hypothalamus	Thyroid	Parathyroid	Adrenal	Kidney	Ureter	Urethra	Vas Deferens	Epididymis	Spermatic Cord	Pituitary	Hypothalamus	Thyroid	Parathyroid	Adrenal	Kidney	Ureter	Urethra	Vas Deferens	Epididymis	Spermatic Cord	Pituitary	Hypothalamus	Thyroid	Parathyroid	Adrenal	Kidney	Ureter	Urethra	Vas Deferens	Epididymis	Spermatic Cord	Pituitary	Hypothalamus	Thyroid	Parathyroid	Adrenal	Kidney	Ureter	Urethra	Vas Deferens	Epididymis	Spermatic Cord	Pituitary	Hypothalamus	Thyroid	Parathyroid	Adrenal	Kidney	Ureter	Urethra	Vas Deferens	Epididymis	Spermatic 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Deferens	Epididymis	Spermatic Cord	Pituitary	Hypothalamus	Thyroid	Parathyroid	Adrenal	Kidney	Ureter	Urethra	Vas Deferens	Epididymis	Spermatic Cord	Pituitary	Hypothalamus	Thyroid	Parathyroid	Adrenal	Kidney	Ureter	Urethra	Vas Deferens	Epididymis	Spermatic Cord	Pituitary	Hypothalamus	Thyroid	Parathyroid	Adrenal	Kidney	Ureter	Urethra	Vas Deferens	Epididymis	Spermatic Cord	Pituitary	Hypothalamus	Thyroid	Parathyroid	Adrenal	Kidney	Ureter	Urethra	Vas Deferens	Epididymis	Spermatic Cord	Pituitary	Hypothalamus	Thyroid	Parathyroid	Adrenal	Kidney	Ureter	Urethra	Vas Deferens	Epididymis	Spermatic Cord	Pituitary	Hypothalamus	Thyroid	Parathyroid	Adrenal	Kidney	Ureter	Urethra	Vas Deferens	Epididymis	Spermatic Cord	Pituitary	Hypothalamus	Thyroid	Parathyroid	Adrenal	Kidney	Ureter	Urethra	Vas Deferens	Epididymis	Spermatic Cord	Pituitary	Hypothalamus	Thyroid	Parathyroid	Adrenal	Kidney	Ureter	Urethra	Vas Deferens	Epididymis	Spermatic 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NO.	DATE	DESCRIPTION	AMOUNT	CHECK NO.	DEBIT	CREDIT	BALANCE
1	1/1	OPENING BALANCE					
2	1/2	CASH ON HAND					
3	1/3	SALES					
4	1/4	SALES TAX					
5	1/5	EXPENSES					
6	1/6	SALES					
7	1/7	SALES TAX					
8	1/8	EXPENSES					
9	1/9	SALES					
10	1/10	SALES TAX					
11	1/11	EXPENSES					
12	1/12	SALES					
13	1/13	SALES TAX					
14	1/14	EXPENSES					
15	1/15	SALES					
16	1/16	SALES TAX					
17	1/17	EXPENSES					
18	1/18	SALES					
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20	1/20	EXPENSES					
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99	1/99	SALES					
100	1/100	SALES TAX					

Date	Time	Location	Remarks
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10/31/10	10:00	10/31/10	10/31/10

404 KING STRE
CHARLESTON, S
29403

THE HOT
AT
MARION
SQUARE

R - 6533

Starcevic, Nicholas

From: Simonton, David
Sent: Saturday, July 28, 2018 12:09 PM
To: Spano, Tim; Starcevic, Nicholas; Hotelat Marion
Subject: Fwd: Hotel at Marion Square, 404 King Street - Tub Chandelier , Fixture J1

More intrusion with our subs.
 He just keeps emailing and including our subs in these type emails.
 Sending to the claim.

David Simonton
 VP Operations | Charleston, SC
 Balfour Beatty Construction
 Mobile: 512-391-9273

Begin forwarded message:

From: James Clements <jclements@matrixse.com>
Date: July 28, 2018 at 11:47:48 AM EDT
To: Bill Richardson <BRichardson@lpbatlanta.com>
Cc: Jennifer Faulkinberry <JFaulkinberry@lpbatlanta.com>, "'dwinovich@watsonelc.com"' <dwinovich@watsonelc.com>, Kim Brown <kbrown@bennetthospitality.com>, "Simonton, David" <dsimonton@balfourbeattyus.com>, 'Buck Lindsay' <BLindsay@lpbatlanta.com>, Debra Robinson <debrar@admbuys.com>, "rquinlan@hotelbennett.com" <rquinlan@hotelbennett.com>
Subject: RE: Hotel at Marion Square, 404 King Street - Tub Chandelier , Fixture J1

Bill

Confirming our conversation Friday, the electrical inspector has not responded to your emails or phone calls. Regardless, we don't expect and nor should we expect the inspector to provide any feedback other than the approving the use of the tub light fixture or ant fixture.

One final question was raised on Friday. Should the tub fixture be connected to a GFI circuit? I understand it is not currently and before I take the next step with BBC/Watson, I want to confirm whether this is necessary. Please advise at your earliest opportunity.

Thank you

Jim Clements
 Matrix Program Management Services, LLC

O. 704-676-9996
 C. 704-905-1165
Jclements@matrixse.com

From: James Clements
Sent: Friday, July 20, 2018 5:54 PM
To: Bill Richardson <BRichardson@lpbatlanta.com>
Cc: Jennifer Faulkinberry <JFaulkinberry@lpbatlanta.com>; 'dwinovich@watsonelc.com'

<dwinovich@watsonlec.com>; Kim Brown <kbrown@bennetthospitality.com>; Simonton, David
<dsimonton@balfourbeattyus.com>

Subject: RE: Hotel at Marion Square, 404 King Street - Tub Chandelier , Fixture J1

Bill

I need a favor.

Despite forwarding your approval of the tub fixture and its use on Hotel Bennett to BBC and Watson, Watson still has concern with this fixture.

Watson has asked if you could write the inspector back to see if he will clarify the word "appears" in his response to you. I believe Watson would be more satisfied with the word appears being left out or some other statement of validation.

If you can't get it, I will move forward with plan 2.

Thanks for the support.

Jim Clements
Matrix Program Management Services, LLC

O. 704-676-9996
C. 704-905-1165
jcllements@matrixse.com

From: Bill Richardson [<mailto:BRichardson@lpbatlanta.com>]
Sent: Friday, July 6, 2018 10:08 AM
To: 'wbrittelli@watsonlec.com' <wbrittelli@watsonlec.com>
Cc: Jennifer Faulkinberry <JFaulkinberry@lpbatlanta.com>; James Clements <jcllements@matrixse.com>;
'dwinovich@watsonlec.com' <dwinovich@watsonlec.com>
Subject: FW: Hotel at Marion Square, 404 King Street - Tub Chandelier , Fixture J1
Importance: High

Mr. Britelli,
Based on our conversation yesterday, see the email below where the electrical inspector, Mr. Pope, has given his approval after he inspected the fixture installed above the tub. Attached please the UL letter and labels. Please review and let me know if you need additional information.

Thanks

Bill Richardson, P.E. ,LEED AP
Winford Lindsay Architect
344 West Pike Street
Lawrenceville, GA 30046
770-407-5756 Direct
678-670-2900 Cell

From: Bill Richardson
Sent: Thursday, July 05, 2018 1:40 PM
To: Jennifer Faulkinberry
Subject: FW: Hotel at Marion Square, 404 King Street - Tub Chandelier , Fixture J1

From: Pope, Gary [<mailto:popeg@charleston-sc.gov>]
Sent: Wednesday, May 16, 2018 11:22 AM
To: Bill Richardson
Cc: Spano, Tim; Winovich, Dale; Jennifer Faulkinberry
Subject: Re: Hotel at Marion Square, 404 King Street - Tub Chandelier , Fixture J1

Bill,
I did a site visit to evaluate the installation of the light fixture proposed to be installed over the tubs in the guest rooms of the Marion Square hotel. The light installed appears to meet all of the requirements of the NEC and is acceptable for all like installations. That fixture provided with low heat producing LED bulbs should perform to the intent of the Code.
I appreciate your patience on this project.

Gary Pope
Popeg@charleston-sc.gov

On May 16, 2018, at 9:46 AM, Bill Richardson <BRichardson@lpbatlanta.com> wrote:

Mr. Pope,
Have you contacted, Tim Spano, and performed the inspection of the installed J1 fixture in guestroom 309, per my email dated 5/1/18? Please advise if the J1 fixture has been approved for use at the Hotel.

Thanks

Bill Richardson, P.E., LEED AP
Lindsay Pope Brayfield Clifford
& Associates, Inc.
344 West Pike Street
Lawrenceville, GA 30046
770-407-5756 Direct
678-670-2900 Cell

Spano, Tim

From: Spano, Tim <timspano@Balfourbeattyus.com>
Sent: Tuesday, December 18, 2018 9:42 PM
To: 'jclements@matrixse.com'
Cc: Marty Wall; Jennifer Faulkinberry; Kim Brown (kbrown@bennetthospitality.com);
 Simonton, David; Stancevic, Nicholas; Jim Busch
Subject: DOL Elevator Inspection for Elevators 1-4
Importance: High

Jim, I just got off a call with the DCL Elevator Inspector confirming the Dec 28th Elevator Inspection. He had the following questions of items that he is looking for on the 28th. Smoke Door installed at 9th and 2nd floor. I told him that the design team is having us add smoke seals at the 2nd floor corridor off elevator 4 rear exit. He said that he will need paperwork from the designer/engineer showing the code that allows no smoke door there. He also asked about the emergency lighting at the elevator entrances and I told him that we are good to go. He also asked if the Permanent Code Compliant fire signs were installed at the elevator lobbies. I said that the temporary code compliant signs are still there and he said to get the Permanent ones installed. Thanks

Tim Spano

Senior Project #107 | Easton Bratty

☎ 843-924-4590 | ☎ 813-927-1656

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306 Whiting Street, Suite 300, Charleston, SC 29403

Balfour Beatty

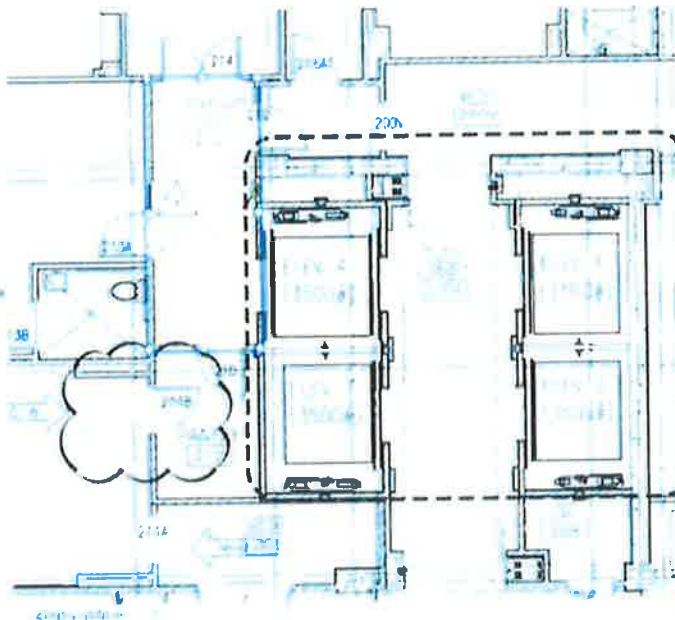
Jennifer Faulkinberry

From: Jennifer Faulkinberry <JFaulkinberry@lpbatlanta.com>
Sent: Saturday, December 22, 2018 9:59 PM
To: Spano, Tim; 'jclements@matrixse.com'
Cc: Marty Wall; Kim Brown (kbrown@bennetthospitality.com); Simonton, David; Starcevic, Nicholas; Jim Busch; Buck Lindsay
Subject: Marion Sq. - DOL Elevator Inspection for Elevators 1-4
Attachments: Smoke Partitions permitted if Sprinklered.pdf; Doors in Smoke Partitions.pdf

Tim,

Regarding 2nd floor rear elevator lobby, see attached code sections:
707.14.1 exception 5 - permits smoke partitions in lieu of rated walls
710.5 - defines doors in smoke partitions

Can you check w/ C&B regarding the door testing and closers to see if they meet the requirements? Let me know ASAP (call my cell) and I'll draft a letter.



Thanks,

Jennifer G. Faulkinberry

Winston Lindsay Architects

344 West Pike Street direct 770.407.5786
Lawrenceville, GA 30046 fax 770.407.5817

coll 770.241.2473

From: Spano, Tim <timspero@Balfourbeattyus.com>
Sent: Tuesday, December 18, 2018 4:42 PM
To: 'jclements@matrixse.com' <jclements@matrixse.com>
Cc: Marty Wall <mwall@bennetthospitality.com>; Jennifer Faulkinberry <JFaulkinberry@lpsatlanta.com>; Kim Brown <kbrown@bennetthospitality.com>; <kbrown@bennetthospitality.com>; Simonton, David <dsimonton@balfourbeattyus.com>; Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>; Jim Busch <jim.busch@playinnisbrook.com>
Subject: DOL Elevator Inspection for Elevators 1-4
Importance: High

Jim, I just got off a call with the DOL Elevator Inspector confirming the Dec 28th Elevator Inspection. He had the following questions of items that he is looking for on the 28th. Smoke Door installed at 9th and 2nd floor. I told him that the design team is having us add smoke seals at the 2nd floor corridor off elevator 4 rear exit. He said that he will need paperwork from the designer/engineer showing the code that allows no smoke door there. He also asked about the emergency lighting at the elevator entrances and I told him that we are good to go. He also asked if the Permanent Code Compliant fire signs were installed at the elevator lobbies. I said that the temporary code compliant signs are still there and he said to get the Permanent ones installed. Thanks

Tim Spano

Senior Project Mgr - Balfour Beatty

tel: 821-974-4550 ext. 813-917-1656

tspano@balfourbeattyus.com www.balfourbeattyus.com

100 Meeting Street, Suite 100, Charleston, SC 29401

Balfour Beatty

FIRE-RESISTANCE-RATED CONSTRUCTION

bottom of the shaft shall be closed off around the penetrating items with materials permitted by Section 717.3.1 for draftstopping, or the room shall be provided with an approved automatic fire suppression system.

2. A shaft enclosure containing a refuse chute or laundry chute shall not be used for any other purpose and shall terminate in a room protected in accordance with Section 707.13.4.
3. The fire-resistance-rated room separation and the protection at the bottom of the shaft are not required, provided there are no combustibles in the shaft and there are no openings or other penetrations through the shaft enclosure to the interior of the building.

707.12 Enclosure at the top. A shaft enclosure that does not extend to the underside of the roof sheathing, deck or slab of the building shall be enclosed at the top with construction of the same fire-resistance rating as the topmost floor penetrated by the shaft, but not less than the fire-resistance rating required for the shaft enclosure.

707.13 Refuse and laundry chutes. Refuse and laundry chutes, access and termination rooms and incinerator rooms shall meet the requirements of Sections 707.13.1 through 707.13.6.

Exception: Chutes serving and contained within a single dwelling unit.

707.13.1 Refuse and laundry chute enclosures. A shaft enclosure containing a refuse or laundry chute shall not be used for any other purpose and shall be enclosed in accordance with Section 707.4. Openings into the shaft, including those from access rooms and termination rooms, shall be protected in accordance with this section and Section 715. Openings into chutes shall not be located in corridors. Doors shall be self- or automatic closing upon the actuation of a smoke detector in accordance with Section 715.4.7.3, except that heat-activated closing devices shall be permitted between the shaft and the termination room.

707.13.2 Materials. A shaft enclosure containing a refuse or laundry chute shall be constructed of materials as permitted by the building type of construction.

707.13.3 Refuse and laundry chute access rooms. Access openings for refuse and laundry chutes shall be located in rooms or compartments enclosed by a fire barrier that has a fire-resistance rating of not less than 1 hour. Openings into the access rooms shall be protected by opening protectives having a fire protection rating of not less than $\frac{1}{4}$ hour. Doors shall be self- or automatic closing upon the detection of smoke in accordance with Section 715.4.7.3.

707.13.4 Termination room. Refuse and laundry chutes shall discharge into an enclosed room separated from the remainder of the building by a fire barrier that has a fire-resistance rating of not less than 1 hour. Openings into the termination room shall be protected by opening protectives having a fire protection rating of not less than $\frac{1}{4}$ hour. Doors shall be self- or automatic closing upon the detection of smoke in accordance with Section 715.4.7.3.

Refuse chutes shall not terminate in an incinerator room. Refuse and laundry rooms that are not provided with chutes need only comply with Table 508.2.

707.13.5 Incinerator room. Incinerator rooms shall comply with Table 508.2.

707.13.6 Automatic sprinkler system. An approved automatic sprinkler system shall be installed in accordance with Section 903.2.10.2.

707.14 Elevator, dumbwaiter and other hoistways. Elevator, dumbwaiter and other hoistway enclosures shall be constructed in accordance with Section 707 and Chapter 30.

707.14.1 Elevator lobby. An enclosed elevator lobby shall be provided at each floor where an elevator shaft enclosure connects more than three stories. The lobby shall separate the elevator shaft enclosure doors from each floor by fire partitions equal to the fire-resistance rating of the corridor and the required opening protection. Elevator lobbies shall have at least one means of egress complying with Chapter 10 and other provisions within this code.

Exceptions:

1. Enclosed elevator lobbies are not required at the street floor, provided the entire street floor is equipped with an automatic sprinkler system in accordance with Section 903.3.1.1.
2. Elevators not required to be located in a shaft in accordance with Section 707.2 are not required to have enclosed elevator lobbies.
3. Where additional doors are provided at the hoistway opening in accordance with Section 3002.6, such doors shall be tested in accordance with UL 1784 without an artificial bottom seal.
4. In other than Group I-3, and buildings having occupied floors located more than 75 feet (22 860 mm) above the lowest level of fire department vehicle access, enclosed elevator lobbies are not required where the building is protected by an automatic sprinkler system installed in accordance with Section 903.3.1.1 or 903.3.1.2.
5. Smoke partitions shall be permitted in lieu of fire partitions to separate the elevator lobby at each floor where the building is equipped throughout with an automatic sprinkler system installed in accordance with Section 903.3.1.1 or 903.3.1.2.
6. Enclosed elevator lobbies are not required where the elevator hoistway is pressurized in accordance with Section 707.14.2.

707.14.2 Enclosed elevator lobby pressurization alternative. Where elevator hoistway pressurization is provided in lieu of required enclosed elevator lobbies, the pressurization system shall comply with this section.

707.14.2.1 Pressurization requirements. Elevator hoistways shall be pressurized to maintain a minimum positive pressure of 0.04 inches of water column and a maximum positive pressure of 0.06 inches of water column with respect to adjacent occupied space on all

FIRE-RESISTANCE-RATED CONSTRUCTION

automatic sprinklers are installed in combustible floor/ceiling and roof/ceiling spaces.

708.5 Exterior walls. Where exterior walls serve as a part of a required fire-resistance-rated separation, such walls shall comply with the requirements of Section 704 for exterior walls, and the fire-resistance-rated separation requirements shall not apply.

Exception: Exterior walls required to be fire-resistance rated in accordance with Section 1014.5.1 for exterior egress balconies, Section 1020.1.4 for exit enclosures and Section 1023.6 for exterior exit ramps and stairways.

708.6 Openings. Openings in a fire partition shall be protected in accordance with Section 715.

708.7 Penetrations. Penetrations of fire partitions shall comply with Section 712.

708.8 Joints. Joints made in or between fire partitions shall comply with Section 713.

708.9 Ducts and air transfer openings. Penetrations in a fire partition by ducts and air transfer openings shall comply with Section 716.

SECTION 709 SMOKE BARRIERS

709.1 General. Smoke barriers shall comply with this section.

709.2 Materials. Smoke barriers shall be of materials permitted by the building type of construction.

709.3 Fire-resistance rating. A 1-hour fire-resistance rating is required for smoke barriers.

Exception: Smoke barriers constructed of minimum 0.10-inch-thick (2.5 mm) steel in Group I-3 buildings.

709.4 Continuity. Smoke barriers shall form an effective membrane continuous from outside wall to outside wall and from the top of the foundation or floor/ceiling assembly below to the underside of the floor or roof sheathing, deck or slab above, including continuity through concealed spaces, such as those found above suspended ceilings, and interstitial structural and mechanical spaces. The supporting construction shall be protected to afford the required fire-resistance rating of the wall or floor supported in buildings of other than Type IIB, IIB or VB construction.

Exception: Smoke-barrier walls are not required in interstitial spaces where such spaces are designed and constructed with ceilings that provide resistance to the passage of fire and smoke equivalent to that provided by the smoke-barrier walls.

709.5 Openings. Openings in a smoke barrier shall be protected in accordance with Section 715.

Exception: In Group I-2, where doors are installed across corridors, a pair of opposite-swinging doors without a center mullion shall be installed having vision panels with fire-protection-rated glazing materials in fire-protection-rated frames, the area of which shall not exceed that tested. The doors shall be close fitting within operational tolerances, and shall not have undercuts, louvers or grilles.

The doors shall have head and jamb stops, astragals or rabbets at meeting edges and shall be automatic closing by smoke detection in accordance with Section 715.4.7.3. Positive-latching devices are not required.

709.6 Penetrations. Penetrations of smoke barriers shall comply with Section 712.

709.7 Joints. Joints made in or between smoke barriers shall comply with Section 713.

709.8 Ducts and air transfer openings. Penetrations in a smoke barrier by ducts and air transfer openings shall comply with Section 716.

SECTION 710 SMOKE PARTITIONS

710.1 General. Smoke partitions installed as required elsewhere in the code shall comply with this section.

710.2 Materials. The walls shall be of materials permitted by the building type of construction.

710.3 Fire-resistance rating. Unless required elsewhere in the code, smoke partitions are not required to have a fire-resistance rating.

710.4 Continuity. Smoke partitions shall extend from the top of the foundation or floor below to the underside of the floor or roof sheathing, deck or slab above or to the underside of the ceiling above where the ceiling membrane is constructed to limit the transfer of smoke.

710.5 Openings. Windows shall be sealed to resist the free passage of smoke or be automatic-closing upon detection of smoke. Doors in smoke partitions shall comply with this section.

710.5.1 Louvers. Doors in smoke partitions shall not include louvers.

710.5.2 Smoke and draft control doors. Where required elsewhere in the code, doors in smoke partitions shall be tested in accordance with UL 1784 with an artificial bottom seal installed across the full width of the bottom of the door assembly during the test. The air leakage rate of the door assembly shall not exceed 3 cubic feet per minute per square foot [$\text{ft}^3/(\text{min} \cdot \text{ft}^2)$] ($0.015424 \text{ m}^3/\text{s} \cdot \text{m}^2$) of door opening at 0.10 inch (24.9 Pa) of water for both the ambient temperature test and the elevated temperature exposure test.

710.5.3 Self- or automatic-closing doors. Where required elsewhere in the code, doors in smoke partitions shall be self- or automatic closing by smoke detection in accordance with Section 715.4.7.3.

710.6 Penetrations and joints. The space around penetrating items and in joints shall be filled with an approved material to limit the free passage of smoke.

710.7 Ducts and air transfer openings. The space around a duct penetrating a smoke partition shall be filled with an approved material to limit the free passage of smoke. Air transfer openings in smoke partitions shall be provided with a smoke damper complying with Section 716.3.2.

Exception: Where the installation of a smoke damper will interfere with the operation of a required smoke control system.

Stuck, Jason

From: Stuck, Jason <STUCKJG@dhec.sc.gov>
Sent: Friday, December 28, 2018 5:59 PM
To: Spano, Tim; Simontan, David; eamonk@chesterpools.com
Cc: Auerbach, Ashley; Abel, Luke; Foster, Marquisha; Hyman, Shaina L.
Subject: Operation Approval for Hotel at Marion Square 10-1291B
Attachments: [Untitled].pdf

Good Afternoon,

Please find the attached operation approval for the referenced swimming pool project. Please acknowledge receipt of this email.

Jason Stuck
Environmental Health Manager
SC Dept. of Health and Environmental Control
Office- (843)953-0150
Cell- (843)209-0368
Fax- (843)953-0151
Connect www.scdhec.gov [Facebook](#) [Twitter](#)





December 28, 2018

**SWIMMING POOL FINAL CONSTRUCTION APPROVAL
APPROVAL TO PLACE INTO OPERATION**

Permission is hereby granted to: Hotel At Marion Square
 404 King Street
 Charleston SC 29403

for the operation of a recreational water system that was built in accordance with the plans and specifications of construction permit number 10-1291B dated September 22, 2016 as described below:

Project Name: Hotel At Marion Square
Permit Number: 10-1291B
County: Charleston
Project Description: A 13,425 gallon TYPE-B public swimming pool at 404 King Street.
 Charleston SC 29403

Special Conditions:

This facility requires a Pool Operator of Record recognized by the State of S.C. to visit the pool a minimum of three (3) times per week. A daily log must be maintained noting chlorine and pH levels. Visits by the Pool Operator of Record must be noted in the daily log.

Replacement of any material or equipment shall be the same as permitted. If not, a Change Order Request Form shall be submitted to and approved by the Department before changes are made

Due to insufficient deck lighting, night swimming is prohibited.

This approval is based on letters of certification signed by Eamon Kelly, Chester Pool Systems Inc, William Richardson, Winford Lindsay Architech, Tim Spano, Balfour Beatty, and inspections performed by personnel of this Department.

Operation Approval Issue Date: December 28, 2018

Jason G Stuck
Recreational Waters Program Manager
Charleston EQC Office

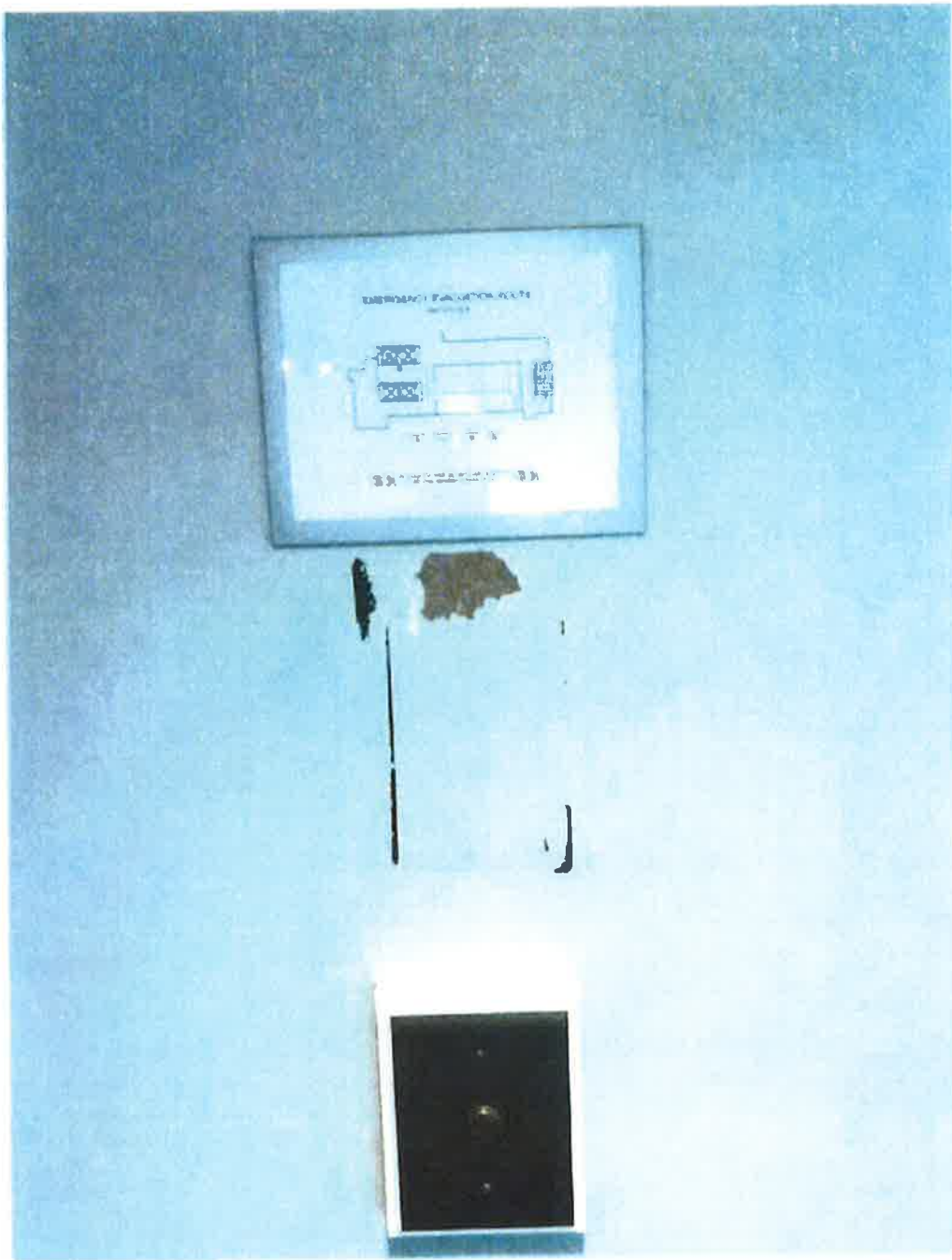
cc: Luke Abel, Recreational Waters
 Ashley Auerbach, Recreational Waters
 Shaina Hyman, Recreational Waters
 Eamon Kelly, Chester Pool Systems Inc
 David Simonton, Balfour Beatty
 Tim Spano, Balfour Beatty

ELECTRONICALLY FILED - 2023 May 15 3:39 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Spano, Tim

From: Spano, Tim <timspano@Balfourbeattyus.com>
Sent: Tuesday, December 4, 2018 1:36 PM
To: mwall@bennetthospitality.com
Cc: Simonton, David; Ledford, Ryan
Subject: Owner signs falling
Attachments: IMG_0045.jpg; ATT00001.txt; IMG_0044.jpg; ATT00002.txt

Level 9, Elevators 1,2





2-27-19 10:00 AM 1001108

From: James Clements <jclements@matrixse.com>
Sent: Friday, December 28, 2018 8:16 PM
To: Simonton, David
Cc: Kim Brown; Marty Wall (mwall@bennethospitality.com); Spano, Tim; Ryan Quinlan; Jennifer Faulkinberry; Buck Lindsay
Subject: RE: MSH DHEC Pool Approval Enclosed

Thanks

Jim Clements
 Matrix Program Management, LLC
 C. 704.905.1165
jclements@matrixse.com
www.matrixse.com

Sent from my iPhone. Please excuse any typos.

On Dec 28, 2018, at 3:14 PM, Simonton, David <dsimonton@balfourbeattyus.com> wrote:

Team, please find attached DHEC approval to place the pool into operation.
Thanks for everyone's help in achieving this important Approval.

David Simonton

IT/Operations | Support Desk
 ☎ 803.555.5233 | 📠 517.555.5233
 🌐 www.clemson.edu/itops | 📧 itops@clemson.edu
 400 Manning Street, Suite 100 Charleston, SC 29403

<MSH DHEC Pool Approval.pdf>

Kim Brown

From: Kim Brown <kbrown@bennetthospitality.com>
Sent: Tuesday, December 11, 2018 6:37 PM
To: James Clements; Simonton, David; Jennifer Faulkinberry
Cc: Starcevic, Nicholas; Spano, Tim; Pieniak, Shanti; Phue Huynh; Bill Richardson
Subject: RE: MSH DOL Elevator Inspection 11-30-18
Attachments: 20181210161214859.pdf

Thought I sent this yesterday

Kim

From: James Clements [mailto:jclements@matrixse.com]
Sent: Tuesday, December 11, 2018 1:35 PM
To: Simonton, David <dsimonton@balfourbeattyus.com>; Jennifer Faulkinberry <jfaulkinberry@lpmatlanta.com>
Cc: Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>; Kim Brown (kbrown@bennetthospitality.com)
<kbrown@bennetthospitality.com>; Spano, Tim <timspano@Balfourbeattyus.com>; Pieniak, Shanti
<SPieniak@Balfourbeattyus.com>; Phue Huynh <PHuynh@lpmatlanta.com>; Bill Richardson
<BRichardson@lpmatlanta.com>
Subject: RE: MSH DOL Elevator Inspection 11-30-18

Thanks for your patience.

Kim is on a call and will sign and send it as soon as she gets off.

Jim Clements
Matrix Program Management Company, LLC
C. 704.905.1165
T. 704.676.9996
jclements@matrixse.com

From: Simonton, David <dsimonton@balfourbeattyus.com>
Sent: Tuesday, December 11, 2018 12:21 PM
To: James Clements <jclements@matrixse.com>; Jennifer Faulkinberry <jfaulkinberry@lpmatlanta.com>
Cc: Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>; Kim Brown (kbrown@bennetthospitality.com)
<kbrown@bennetthospitality.com>; Spano, Tim <timspano@Balfourbeattyus.com>; Pieniak, Shanti
<SPieniak@Balfourbeattyus.com>; Phue Huynh <PHuynh@lpmatlanta.com>; Bill Richardson
<BRichardson@lpmatlanta.com>
Subject: RE: MSH DOL Elevator Inspection 11-30-18

Jim, was this issued?

David Simonton

VP/Operations | Balfour Beatty

Balfour Beatty

From: James Clements [<mailto:jclements@matrixse.com>]
Sent: Monday, December 10, 2018 2:32 PM
To: Simonton, David <dsimonton@balfourbeattyus.com>; Jennifer Faulkinberry <jfaulkinberry@lbatlanta.com>
Cc: Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>; Kim Brown <kbrown@bennetthospitality.com>
 <kbrown@bennetthospitality.com>; Spano, Tim <tspano@Balfourbeattyus.com>; Pieniak, Shanti
 <SPieniak@Balfourbeattyus.com>; Phue Huynh <PHuynh@lbatlanta.com>; Bill Richardson
 <BRichardson@lbatlanta.com>
Subject: Re: MSH DOL Elevator Inspection 11-30-18

Dave

Just spoke with Kim and Jennifer. The CCD will be in Kim's hand today, it will be executed today and sent to BBC today.

Jim Clements

On Dec 10, 2018, at 2:20 PM, Jennifer Faulkinberry <jfaulkinberry@lbatlanta.com> wrote:

Almost done but have aa question. Does Level 9 back corridor also have deficient light level??

Jen

From: Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>
Sent: Monday, December 10, 2018 8:29 AM
To: James Clements <jclements@matrixse.com>; Simonton, David <dsimonton@balfourbeattyus.com>; Jennifer
 Faulkinberry <jfaulkinberry@lbatlanta.com>; Kim Brown <kbrown@bennetthospitality.com>
 <kbrown@bennetthospitality.com>
Cc: Spano, Tim <tspano@Balfourbeattyus.com>; Pieniak, Shanti <SPieniak@Balfourbeattyus.com>; Phue Huynh
 <PHuynh@lbatlanta.com>; Bill Richardson <BRichardson@lbatlanta.com>
Subject: RE: MSH DOL Elevator Inspection 11-30-18

Jim

Please advise status of this CCD. We really need the AOR and Engineer's direction today.

Thanks,

Nick Starcevic

Project Mgr



From: James Clements [<mailto:jclements@matrixse.com>]
Sent: Wednesday, December 5, 2018 10:58 AM
To: Simonton, David <dsimonton@balfourbeattyus.com>; Jennifer Faulkinberry <jfaulkinberry@lpmatlanta.com>; Kim Brown <kbrown@bennetthospitality.com> <kbrown@bennetthospitality.com>
Cc: Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>; Spano, Tim <tspano@Balfourbeattyus.com>; Pieniak, Shanti <SPieniak@Balfourbeattyus.com>; Phue Huynh <PHuynh@lpmatlanta.com>; Bill Richardson <BRichardson@lpmatlanta.com>
Subject: RE: MSH DOL Elevator Inspection 11-30-18

Jennifer

Pls issue a change directive for this work. Send it to Kim and copy me and BBC.

Pls confirm for Kim where the responsibility lies for the added cost. It will save us all time.

Jim Clements
 Matrix Program Management Company, LLC
 C. 704.905.1165
 T. 704.676.9996
jclements@matrixse.com

From: Simonton, David <dsimonton@balfourbeattyus.com>
Sent: Monday, December 3, 2018 6:43 PM
To: Jennifer Faulkinberry <jfaulkinberry@lpmatlanta.com>
Cc: Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>; Spano, Tim <tspano@Balfourbeattyus.com>; Pieniak, Shanti <SPieniak@Balfourbeattyus.com>; James Clements <jclements@matrixse.com>; Kim Brown <kbrown@bennetthospitality.com> <kbrown@bennetthospitality.com>; Phue Huynh <PHuynh@lpmatlanta.com>; Bill Richardson <BRichardson@lpmatlanta.com>
Subject: Re: MSH DOL Elevator Inspection 11-30-18

DC 60 is not on emergency circuit. Is on normal circuit as elect drawings indicate.

David Simonton
 V/P Operations Charleston, SC
 Balfour Beatty Construction
 Mobile: 512-391-9273

On Dec 3, 2018, at 6:40 PM, Jennifer Faulkinberry <jfaulkinberry@lpmatlanta.com> wrote:

David,

See below and attached for directions as we discussed this afternoon. Need to hear back from you on

Cc: "Spano, Tim" <tspano@Balfourbeattyus.com>, "Stareevic, Nicholas" <NStareevic@Balfourbeattyus.com>, "Ledford, Ryan" <RLedford@Balfourbeattyus.com>, mwall@bennethospitality.com, "Pieniak, Shanti" <SPieniak@Balfourbeattyus.com>, "Dean, Pat" <pdean@balfourbeattyus.com>
 Subject: Re: MSH DOL Elevator Inspection 11-30-18

Thanks, David. I believe the last sentence should read BBC cannot guarantee Kent's approval of the rear elevators.

Jennifer

Pls address the shaft lighting and be prepared to react if the FM doesn't grant is a pass on the rear door issue.

Kim

Further Debra or Sukhmander need to get the bulbs we need for the lobby lights. I received approval from the manufacturer and passed long the order request.

All:

This is a difficult time of the year to get the elevator inspector scheduled. We need quick action on the fix and re-scheduling the inspection.

Jin Clements
 Matrix Program Management, LLC
 322 Pince St.
 Georgetown, SC
 D. 704.626.9996
 C. 704.905.1165

jeclements@matrixse.com
www.matrixse.com

Sent from my iPhone. Please excuse any typos.

On Nov 30, 2018, at 5:30 PM, Simonon, David <dsimonon@balfourbeattyus.com> wrote:

Jin,

As you know, DOL was on site to inspect Elevators 1-5.

Good news as they accepted the AOR letter and back up on cab finishes flame and smoke spread.

Elevator 5 was passed and put in to operation.

Elevator 1-4 was not passed for inspection due to the following.

Elevator 1-4 did not pass due to Not providing 10 f.c of lighting in Elevator Pit and not providing 19 f.c at top of shaft while on Generator Power. In other words the pit and shaft lighting has to be on emergency circuit, and currently not designed as such.

Elevator 4- at rear lobby landings at level 1 and level 2 provide 10 f.c of lighting. Current design has no lighting on emergency circuits at these levels at the landings.

He also wants Elevator 4 lobby lights which need the 277v lamps energized with lamps. We tried table lamps but when the power went to emergency power the lamps went off. The 2 spots at each lobby were on, but only provided 7.5 fc.

DOL also wants a letter from AUE on Elevator 4 rear exits at level 2 and level 9 that a smoke or fire door is not needed.

We can call Keith Munton as requested, but can guarantee the Fire Marshall will provide as requested.

Once all of the above is completed he will return to finish up his inspection.
Ds

David Simonon
VP Operations - Charleston, SC
Balfour Beatty Construction
Mobile: 842-391-9273

<Elevator lobbies 3-8.pdf>

<Elevator pits and top of elevator shafts.pdf>

<F1E.pdf>

<H1E.pdf>

<1st Floor.pdf>

<2nd Floor.pdf>

<LH.pdf>



AIA® Document G714™ – 2017

Construction Change Directive

PROJECT: (name and address) HOTEL at MARION SQUARE	CONTRACT INFORMATION: Contract For: New Construction Date: 2/18/2015	CCD INFORMATION: Directive Number: 44 Date: 11/5/18
OWNER: (name and address) Library Associates, LLC 17 Lockwood Drive, Suite 400 Charleston, SC 29401	ARCHITECT: (name and address) Winford Lindsay Architect 344 W. Pike Street Lawrenceville, GA 30046	CONTRACTOR: (name and address) Balfour Beatty Construction, LLC 1930 Camden Road, Suite 280 Charlotte, NC 28203

The Contractor is hereby directed to make the following change(s) in this Contract:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits.)

Per attached revised sheets M411, M601 and E109, revise/add ventilation in Pool Eq Room as mandated by DHEC.

PROPOSED ADJUSTMENTS

- The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price is:
 - ☐ Lump Sum decrease of \$
 - ☐ Unit Price of \$ per
 - ☐ Cost, as defined below, plus the following fee:
(Insert a definition of, or method for determining, cost)
 - ☒ As follows: Time and Materials
- ~~The Contract Time is proposed to remain unchanged unless otherwise supported by the Contractor. The proposed adjustment, if any, is N/A.~~ *see attachment 'A'*

NOTE: The Owner, Architect and Contractor should execute a Change Order to supersede this Construction Change Directive to the extent they agree upon adjustments to the Contract Sum, Contract Time, or Guaranteed Maximum price for the change(s) described herein.

When signed by the Owner and Architect and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.

Contractor signature indicates agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this CCD.

WINFORD LINDSAY ARCHITECT

LIBRARY ASSOCIATES, LLC

BALFOUR BEATTY
CONSTRUCTION, LLC
CONTRACTOR (Firm name)

ARCHITECT (Firm name)

OWNER (Firm name)

Jennifer Faulkinberry

[Signature]

[Signature]

SIGNATURE

SIGNATURE

SIGNATURE

Jennifer Faulkinberry

Kim Brown

DAVID SIMONSON - VP OPS

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

11/5/18

11/8/18

11-9-2018

DATE

DATE

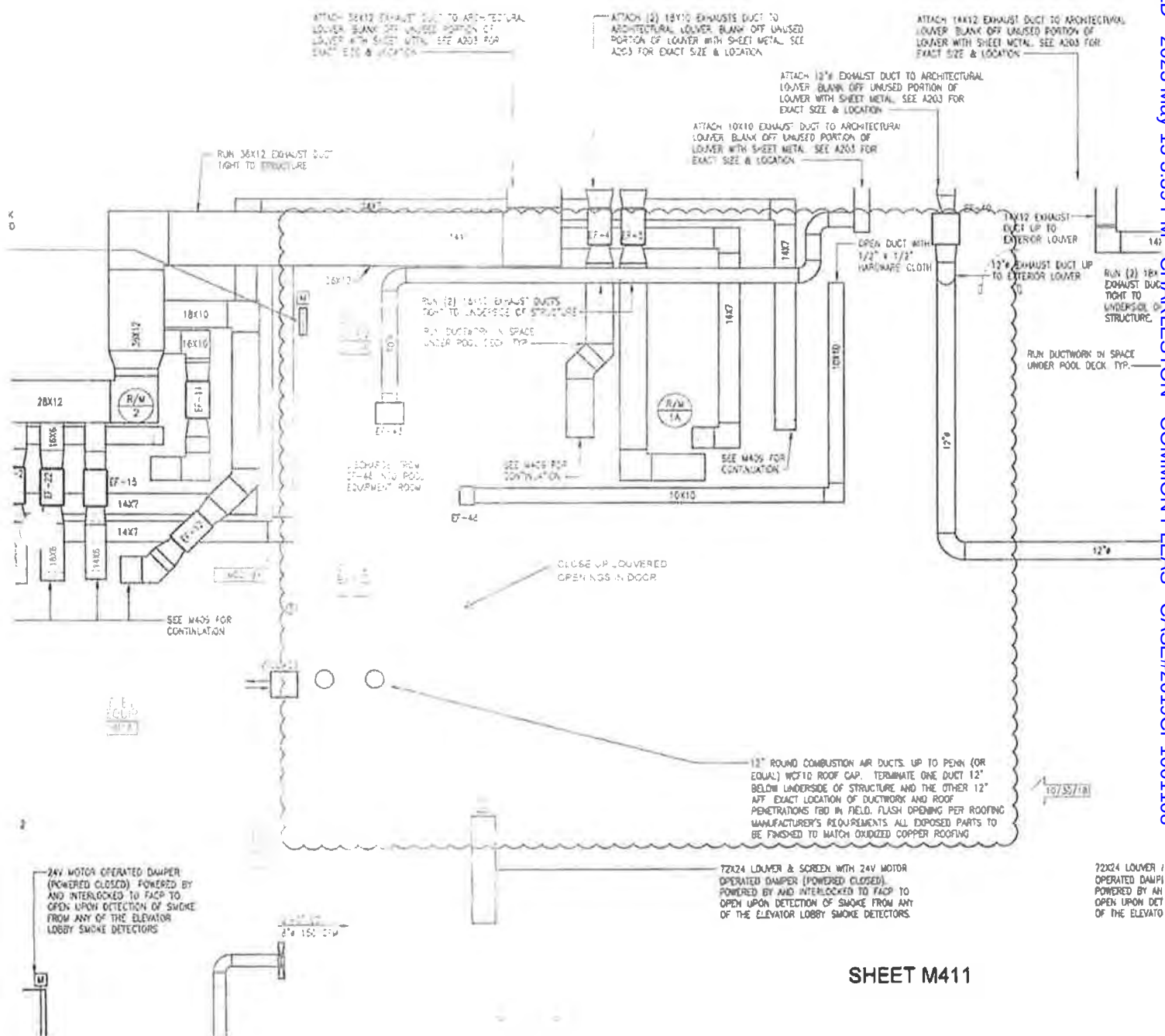
DATE

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User Notes:

(3B9ADA61)

ATTACHMENT "A"

Contractor disagrees with the treatment of the Contract Time in this Construction Change Directive as presented by the Owner and the Architect. Therefore, Contractor's execution of this Construction Change Directive is expressly conditioned on the following: this Construction Change Directive does not address changes to the Contract Time resulting from the change(s) in the Work that are described above. Any and all rights and remedies associated with an extension of time that is fairly attributable to such additional Work, whether compensable or not, are expressly reserved without prejudice, and subject to Contractor providing support for such extension(s) and/or additional compensation.

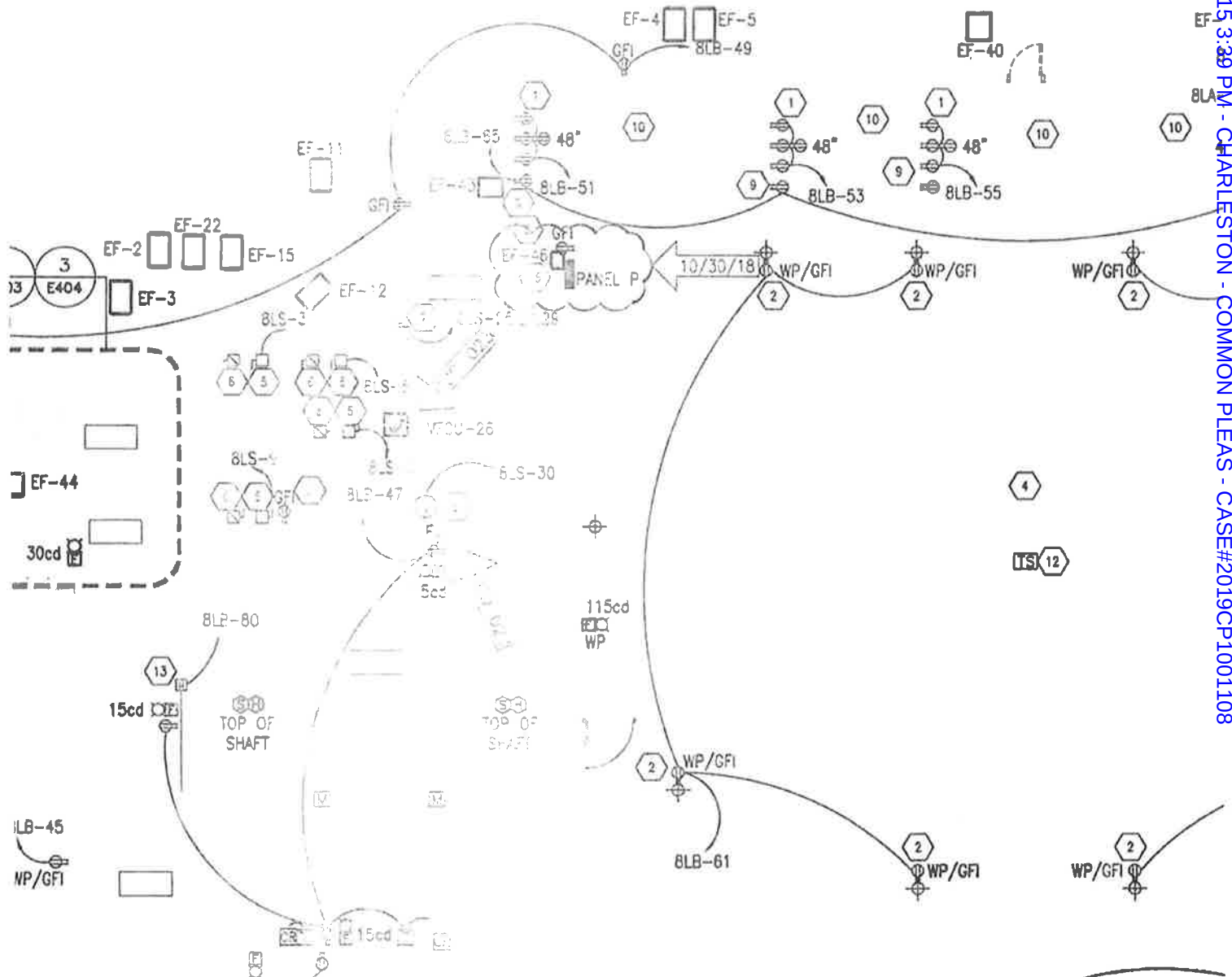


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R - 6560

SHEET E109



**Supplemental
Instructions No.** 81

Date : 12/12/18
Project : The Marion Square Hotel

Project No. : 209007

Copies To :
☒ Owner
☒ Contractor
☐ Contractor Field
☒ Architect File
☒ Engineer
☐ Other

The work shall be carried out in accordance with the following supplemental instructions issued in accordance with the contract documents without change in contract sum or contract time. Proceed in accordance with these instructions.

Detail References

A201, A204

Problem Description

During Owner Training for the MAU's on 9th floor the Manufacture's rep highly recommended we install flue extensions due to the fact that the flue gas would remain in the roof well and become an unsafe environment to be in.

Solution

Install flue extensions per the below spec. Extend to a height just above roof well.

Below is the pertinent info on the extensions:

K01283 - one per combustion motor - Vertical Gas Vent Kit for RN-C (16-30 ton)

Add this scope and track T&M onto CCD #44.

By Jennifer Faulkinberry

AIA® Document G714™ – 2017
Construction Change Directive

PROJECT: *(name and address)*
HOTEL at MARION SQUARE

CONTRACT INFORMATION:
Contract For: New Construction
Date: 2/18/2015

CCD INFORMATION:
Directive Number: 46
Date: 12/10/18

OWNER: *(name and address)*
Library Associates, LLC
17 Lockwood Drive, Suite 400
Charleston, SC 29401

ARCHITECT: *(name and address)*
Winford Lindsay Architect
344 W. Pike Street
Lawrenceville, GA 30046

CONTRACTOR: *(name and address)*
Balfour Beatty Construction, LLC
1930 Camden Road, Suite 280
Charlotte, NC 28203

The Contractor is hereby directed to make the following change(s) in this Contract:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits.)

As required by the Dept of Labor, please incorporate the below and attached revisions regarding the elevators:

Typical in Elevator 1-4 lobbies 3-8: Since the existing branch circuit for DC-60 fixture is not on generator circuit, the GC shall connect fixture DC60 to the emergency circuit with the C1 fixtures. In addition, in each DC-60 fixture, GC shall provide & install Sunlite CTC/LED/AQ/SW/E12/DIM/CL/27K LED Torpedo Tip Chandelier SW (40W Equivalent) Light Bulbs w/ Candelabra (E12) Base. Verify foot candle is at least 10 f/c to meet the requirement. Note: the EOR has reviewed the loads and, with this change, the overall load on the circuit will only be 40% of capacity.

Elevators 1-4 pits and top of shaft: replace existing F1 fixture with emergency battery ballast F1E or H1E fixture. Provide quantity as needed. Verify foot candle to meet 10 f/c in the pit and 20 f/c on top of shaft.

1st floor Elev 4 Rear Entrance: Add (1) LH fixture with emergency battery ballast or similar fixture with emergency battery ballast. Connect to nearest branch circuit for fixture to stay ON 24/7.

2nd floor Elev 4 Rear Entrance: Provide lighting, same as 1st floor. See attached and provide min. requirements for rear elevator lobby (continuous smoke partitions and doors with closers and smoke seals - fire rating not required).

9th floor Elev 4 Rear Entrance: Install SmokeGuard smoke containment system.

PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price is:

- ☐ Lump Sum decrease of \$
- ☐ Unit Price of \$ per
- ☐ Cost, as defined below, plus the following fee:
(Insert a definition of, or method for determining, cost)

☒ As follows: Time and Materials

2. ~~The Contract Time is proposed to remain unchanged unless otherwise supported by the Contractor. The proposed adjustment, if any, is N/A.~~ See attached "Attachment A"

NOTE: The Owner, Architect and Contractor should execute a Change Order to supersede this Construction Change Directive to the extent they agree upon adjustments to the Contract Sum, Contract Time, or Guaranteed Maximum price for the change(s) described herein.

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User Notes: (3B9ADA61)

When signed by the Owner and Architect and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.

Contractor signature indicates agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this CCD.

WINFORD LINDSAY ARCHITECT

LIBRARY ASSOCIATES, LLC

BALFOUR BEATTY
CONSTRUCTION, LLC

ARCHITECT (Firm name)

OWNER (Firm name)

CONTRACTOR (Firm name)

Jennifer Faulkinberry
SIGNATURE

Kini Brown
SIGNATURE

SIGNATURE

Jennifer Faulkinberry

Kini Brown

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

12.10.18

12.10.2018

DATE

DATE

DATE

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Contractor disagrees with the treatment of the Contract Time in this Construction Change Directive as presented by the Owner and the Architect. Therefore, Contractor's execution of this Construction Change Directive is expressly conditioned on the following: this Construction Change Directive does not address changes to the Contract Time resulting from the change(s) in the Work that are described above. Any and all rights and remedies associated with an extension of time that is fairly attributable to such additional Work, whether compensable or not, are expressly reserved without prejudice, and subject to Contractor providing support for such extension(s) and/or additional compensation.

25

DESIGN CONTINUUM INCORPORATED	
☐ FOR APPROVAL	
☐ APPROVED	
☐ NOT APPROVED	
☒ APPROVED AS NOTED	
☐ REVISE & RESUBMIT	
DATE <u>2.10.2011</u>	
SIGNED: <u>[Signature]</u>	

For: Al Schi

BOTTOM VIEW
SCALE 1/2" = 1'-0"

FRONT VIEW
SCALE 1/2" = 1'-0"

MODEL VIEW
SCALE 1/2" = 1'-0"

CANOPY DETAIL
SCALE 1/2" = 1'-0"

LEGEND:

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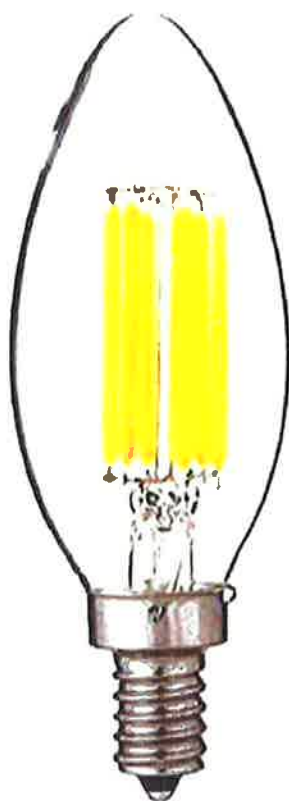
100. 1/2\"/>

Sunlite



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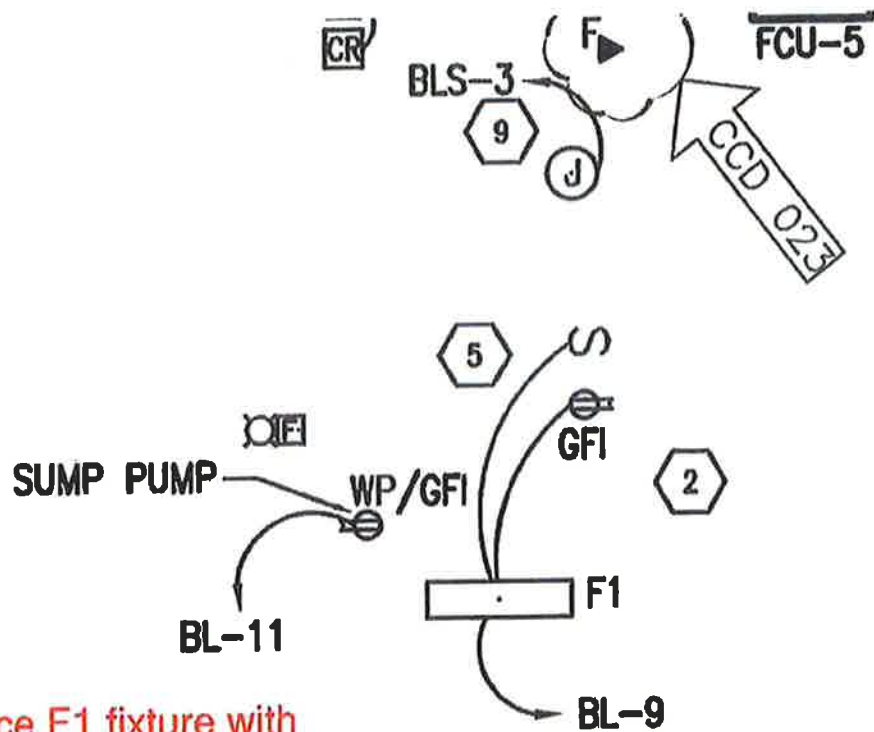
Sunlite CTC/LED/AQ/5W/E12/DIM/CL/27K LED Torpedo
Tip Chandelier 5W (40W Equivalent) Light Bulb
Candelabra (E12) Base



\$ 11⁴⁹

✓prime

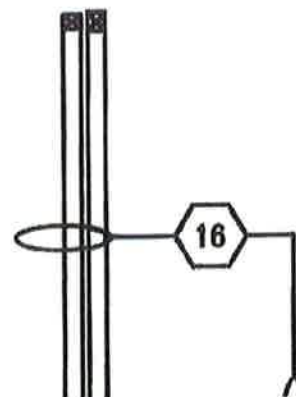
R - 6568



Replace F1 fixture with emergency battery ballast F1E or H1E fixture. See attached. Contractor to verify the light level for both elevator pits and top of elevator shaft when on generator power.

Typical for all elevator pits and top of elevator shaft.

10 f/c for elevator pits
20 f/c for top of elevator shaft



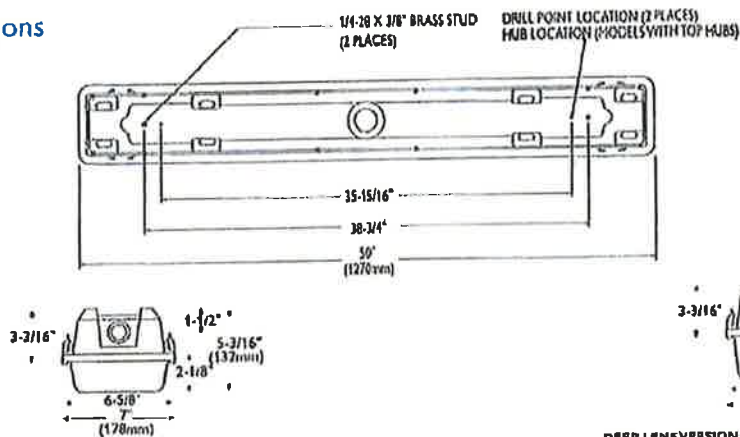
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115cd

Submitted by THE LIGHTING SOURCE www.tls-us.com 106 Harding Street Columbia, South Carolina 29205 Tel: 803-416-8168 Fax: 803-416-7811	Job Name: Hotel at Marion Square - Hotel at Marion Square	Catalog Number: ST4WA232277HI-E5 Notes:	Type: F1E TLS15-3994
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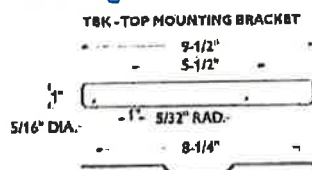
1514-PF

dimensions

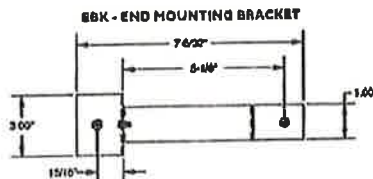
DW 4' 1 or 2 Lamp T5, T5HO, T8 Slimline or Lamp High Output



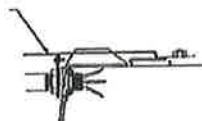
mounting brackets



WBK - WRAPAROUND MOUNTING BRACKET



EBK - END MOUNTING BRACKET



DW 4' 2 Lamp F32T8

Efficiency - 85.1%

LER - 79

TER - 45

Catalog No.	DWAE232-120-1/2-EB
Test No.	20017D1
S/MM	1.5
Lamp Type	F32T8
Lumens/Lamp	2850
Ballast Factor	0.88
Input Watts	54

Comparative yearly lighting energy cost per 1000 lumens - \$3.04 based on 3000 hrs. and \$.08 pwr KWH.

The photometric results were obtained in the Philips Daylight Laboratory which is NVLAP accredited by the National Institute of Standards and Technology.

Candlepower			
Angle	End	45	Cross
0	1109	1109	1109
5	1102	1105	1104
15	1066	1076	1116
25	989	1063	1117
35	871	1007	1110
45	717	921	1045
55	538	796	973
65	336	461	847
75	174	552	735
85	51	369	511
95	19	199	323
105	15	112	190
115	7	56	83
125	3	28	39
135	2	13	23
145	4	7	13
155	4	4	6
165	5	5	7
175	6	7	8

Light Distribution			
Beam	Lumens	% Lamp	% Luminaire
0-30	905	15.9	18.7
0-40	1571	26.9	31.6
0-60	2923	51.3	60.3
0-90	4438	77.9	91.5
0-180	4850	85.1	100.0

Average Luminance			
Angle	End	45	Cross
45	5162	5457	5786
55	4600	5337	6090
65	3872	5187	6319
75	3090	5485	6743
85	2194	5573	6459

Coefficients of Utilization

EFFECTIVE FLOOR CAVITY REFLECTANCE 20 PPR (p/c=0.20)											
Rc	80			70			50				
	20	50	80	20	50	80	20	50	80	50	80
0	100	100	100	95	95	95	75	75	75	51	51
1	88	87	78	81	80	74	64	64	61	44	44
2	79	78	64	76	75	61	56	56	52	39	39
3	70	69	51	68	68	51	48	48	44	34	34
4	61	60	45	61	61	44	44	44	41	31	31
5	54	54	39	54	54	39	40	40	37	28	28
6	47	47	34	47	47	34	37	37	34	25	25
7	42	42	30	42	42	30	34	34	31	23	23
8	38	38	27	38	38	27	31	31	28	21	21
9	34	34	25	34	34	25	28	28	25	19	19
10	30	30	23	30	30	23	25	25	23	17	17

Some luminaires use fluorescent or high intensity discharge (HID) lamps that contain small amounts of mercury. Such lamps are labeled "Contain Mercury" and/or the symbol "Hg". Lamps that contain mercury must be disposed of in accordance with local requirements. Information regarding lamp recycling and disposal can be found at www.lamprecycle.org.



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Specifications are subject to change without notice.
www.philips.com/luminaires

1514-PF 03/14 page 2 of 2

Philips Lighting
North America Corporation
200 Franklin Square Drive
Somerset, NJ 08873
Phone: 855-466-2216

Philips Lighting Company
281 Hillmount Road
Markham ON, Canada L6C 2S3
Phone: 800-668-9008

H1E

Type:

Project:

ILLUMINA®

LED | WET | IP66 | VANDAL RESISTANT | 4FT | BAA

**BS100LED**

- **DLC** qualified luminaire Category: Linear Ambient Luminaires: Direct
- The **ILLUMINA® BS100LED** Unique three piece design that allows effortless assembly without any tools.
- **DIFFUSER:** 100% UV stabilized polycarbonate diffuser eliminates glare and is integrated with crystals that enhance even light distribution.
- **LUMENS:** 4300 lumens up to 6300 lumens
- **OPERATING TEMP:** BS100LED HT is ideal for cold applications down to -40°C.
- The **ILLUMINA® BS100LED** vapor tight is corrosion, flame and vandal resistant.

APPLICATION: The **ILLUMINA® BS100LED** is ideal for low bay, linear, surface, suspended, outdoor, indoor, retail, industrial, parking garage, airport, parking structures, warehouses, breezeways, canopies, schools and much more.

MODEL	LENGTH	OPERATION	POWER	COLOR TEMP	INPUT	MOUNTING	OPTIONS
BS100LED	4' (4ft)	HT (AC only)	50W	WT35 (3500K)	120-277V	AC_4 (aviation cable)	SS (stainless steel clips)
BS100LED-RK1		SA* (AC & EM)	80W	WT41 (4100K)	347V¹	SPK_5 (single pendant kit)	FP (fuse protection)
				WT57² (5700K)	480V³	SVLSPK_5 (swivel single pendant kit)	TPS⁷ (tamper proof screws)
						DPK_5 (double pendant kit)	IOS⁸ (internal occupancy sensor)
						CH_5 (chain hang kit)	
						TM_ (trunion mount)	
						JM⁶ (direct mount to j-box)	
						PM (pivot mount)	

NOTE: RK-Retro Fit Kit; Mounting options DO NOT apply to BS100LED-RK unit. Not DLC approved
 NOTE: Not DLC approved
 NOTE: Not available with IOS or SA. Not DLC approved
 NOTE: Specify length for AC: 50", 72", 100", 150", 250" fully adjustable

NOTE: SPK, TPSP, CH & TM options, min 6"
 NOTE: JM option - the unit is no longer wet location / IP66 rated and voids Sanitation Listing
 NOTE: TP-tamper proof screws require a special bit (TPB), order as needed
 NOTE: FSP-211 requires wireless IR (See below for more info)

ELECTRICAL:

- 4ft: 216 LED's,
- Color temps: 3500K, 4100K, 5700K
- Input: 120V-277V, 50-60HZ
- Fuse protection available

EM MODE (SA MODE):

- 108 LED's, operational
- 50% illuminated: 1 row (2 LED boards)
- 1622 Lumens
- Minimum of 80 minutes per code
- Maintenance free nickel-cadmium battery
- Recharge time: 24 hours

POWER LINE/FEED:

- 3-wire, solid type 18awg, pre-stripped 12"
- Leads for quick in-field connection and hot load disconnect feature

DIMMING:

0 - 10V dimming is standard. (compatible with most dimming systems, contact factory for more information)

SANITATION LISTED (SL): Standard on all BS100LED. Equivalent to the NSF standard 2. Meets the rigorous sanitation, electrical safety and performance standards for food safe applications. Note: Sanitation listing is voided with JM or IOS

INTERNAL OCCUPANCY SENSOR (IOS)

Sensor: Wattstopper® FSP-211 is Title 20 approved & Title 24 compliant. Requires wireless IR commissioning handheld tool for programming order as needed (Item #478100186)

RETROFIT KIT (BS100LED-RK):

A quick upgrade system for your existing fluorescent BS100 units. Designed to easily snap into the existing BS100 housing. Engineered to save you time and labour. Includes the polycarbonate diffuser, the steel reflector, LED modules and driver

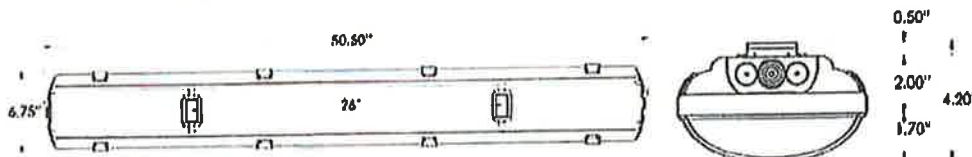
MOUNTING:

Surface mount configuration is standard with integrated stainless steel mounting brackets. Additional mounting systems are available: including aviation cable, pendants, chain, trunion, magnetic, pivot and direct to junction box configurations

Suspension height is to be specified when ordering any suspension mount units: AC, SPK, DPK & CH. Junction mount (JM) configuration allows for direct mount to recessed junction box, 3" hole and 3/4" thick neoprene gasket provided.

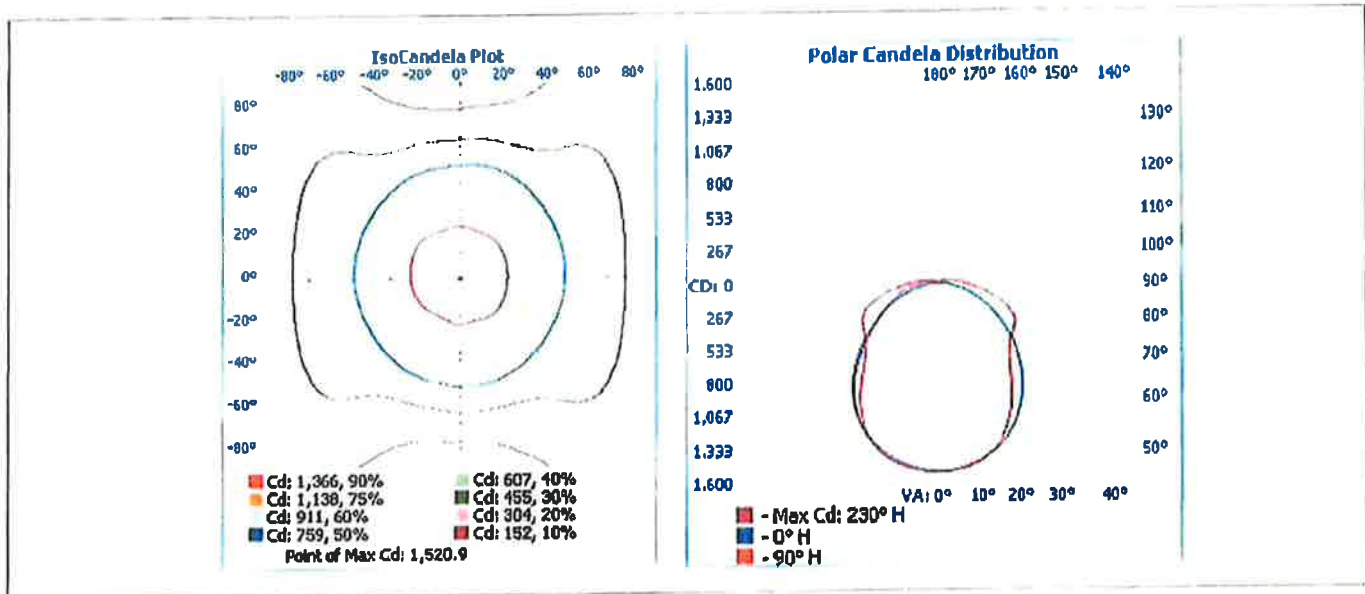
WEIGHT: 10 lbs. / 4.5 kilo.

WARRANTY: 5 year warranty, see website for full warranty details



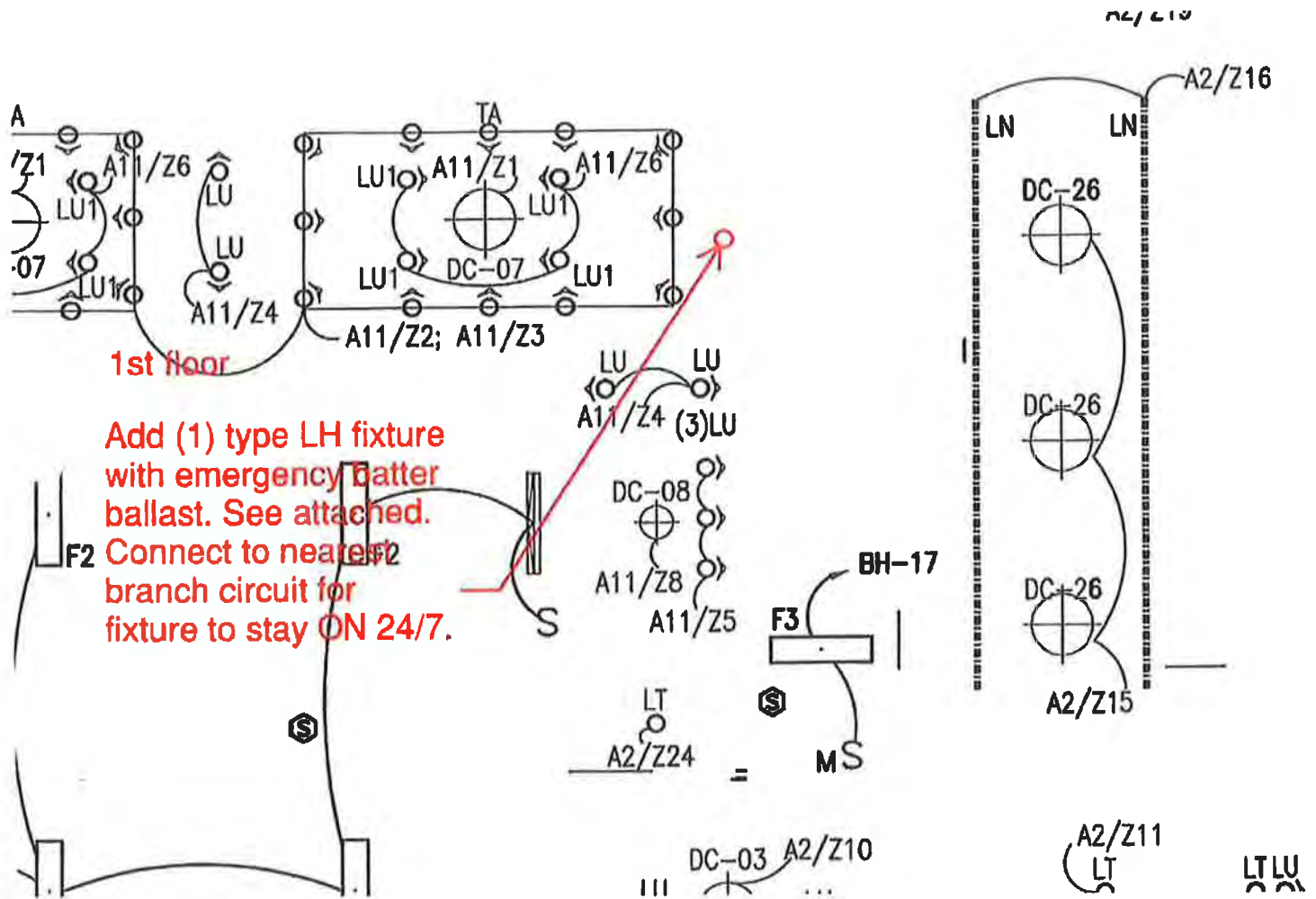
ILLUMINA[®] BS100LED

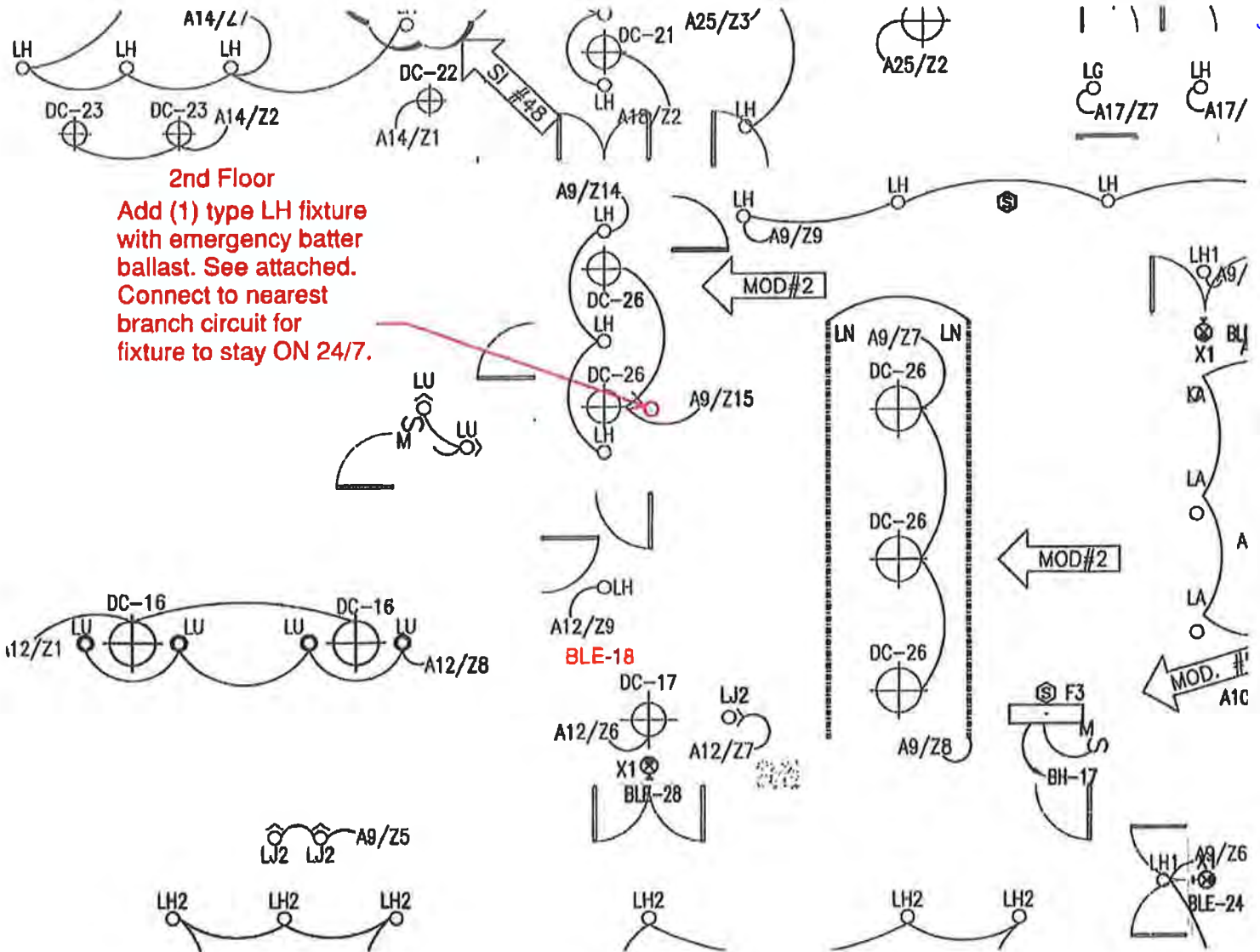
BS100LED-4HT-50W-WT41-120-277V



ENERGY CHART

LAMP	LENGTH	EFFICACY	CONSUMPTION (WATTAGE)	LUMEN OUTPUT	CRI	AMBIENT TEMP	L70 (hrs.)
BS100LED-4HT-50W-WT35-120-277V	4FT	95 lm/W	45.8	4355	80+	25° C	100,000
BS100LED-4HT-50W-WT41-120-277V	4FT	95 lm/W	46.2	4404	85+	25° C	100,000
BS100LED-4HT-50W-WT57-120-277V	4FT	95 lm/W	46.2	4382	85+	25° C	100,000
BS100LED-4HT-80W-WT35-120-277V	4FT	87 lm/W	68.3	6058	85+	25° C	100,000
BS100LED-4HT-80W-WT41-120-277V	4FT	89 lm/W	68.7	6181	95+	25° C	100,000
BS100LED-4HT-80W-WT57-120-277V	4FT	92 lm/W	68.5	6372	87+	25° C	100,000





Submitted by James G. Murphy Co., Inc.		Catalog Number: EVO 27/20 4AR MD 120 ECOS2		Type: LH																																																																	
MURPHY		Job Name: MARION SQUARE HOTEL		Notes: HI LUME DRIVER 120V ONLY																																																																	
gotham																																																																					
Luminaire Type: Catalog Number: (auto-populated): Gotham Architectural Downlighting LED Downlights 4" Evo® Downlight Solid-State Lighting																																																																					
FEATURES	OPTICAL SYSTEM - Self-flanged semi-specular, anatto-diffuse or specular finishing trim - Patented Bounding Ray™ optical design (U.S. Patent No. 5,800,050) 45° cutoff to source and source image - Top-down flash characteristic - Polycarbonate lens integral to light engine																																																																				
	ELECTRICAL SYSTEM - Fully serviceable and upgradeable lensed LED light engine 70% lumen maintenance at 60,000 hours - Tested according to LM-79 and LM-80 standards - Overload and short circuit protected 2.5 SDCM; 85 CRI typical, 90+ CRI optional																																																																				
ORDERING INFORMATION	MECHANICAL SYSTEM 16-gauge galvanized steel construction; maximum 1-1/2" ceiling thickness - Telescopic mounting bars maximum of 32" and minimum of 15", preinstalled, 4" vertical adjustment - Toolless adjustments post installation - Junction box capacity: 8 (4 in, 4 out) 12AWG rated for 90°C - Light engine and driver accessible through aperture																																																																				
	LISTINGS Fixtures are CSA certified to meet US and Canadian standards; wet location, covered ceiling																																																																				
WARRANTY 5-year limited warranty. Complete warranty terms located at: www.gothamlighting.com/CustomerResources/terms_and_conditions.asp																																																																					
Note: Actual performance may differ as a result of end user environment and application. All values are design or typical values, measured under laboratory conditions at 25° C.																																																																					
EXAMPLE: EVO 35/10 4AR MWD LSS MVOLT EZ1																																																																					
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EVO-4-OPEN
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Submitted by James G. Murphy Co., Inc.


Job Name:
MARION SQUARE HOTEL

Catalog Number:
EVO 27/20 4AR MD 120 ECOS2

Notes: HI LUME DRIVER 120V ONLY

Type:

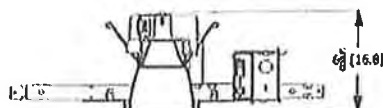
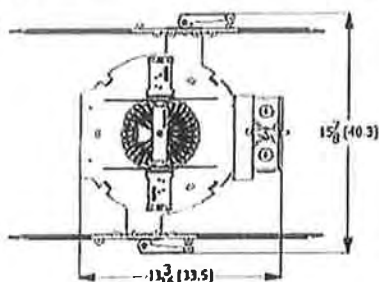
LH

219-28804

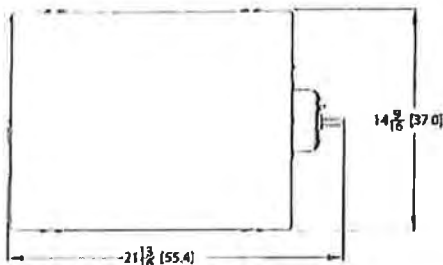
4" EVO
Downlight
Solid-State Lighting


DIMENSIONAL DATA

All dimensions are inches (centimeters) unless otherwise noted.


Aperture: 4-5/16" (11)
Ceiling Opening: 5-1/8" (13)
Overlap trim: 5-7/16" (13.8)

DIMENSIONS FOR CHICAGO PLENUM



ELECTRICAL

WATTAGE CONSUMPTION MATRIX

LUMENS	LM ACTUAL	WATTAGE	LUMENS per WATT
750	849	10.3	82.4
1000	1,189	12.8	92.9
1500	1,509	17.3	87.2
2000	2,109	23.5	89.6
2500	2,576	28.9	89.1
3000	3,112	36.9	84.3

EMERGENCY LUMEN OUTPUT

LUMENS	WATTAGE	INITIAL OUTPUT
750	9.6	1000
1000	9.6	1000
1500	9.6	1000
2000	9.6	1000
2500	9.6	1000
3000	9.6	1000

ACCESSORIES

ACCESSORIES order as separate catalog numbers (shipped separately)

SCA4 Sloped ceiling adapter. Degree of slope must be specified (50, 100, 150, 200, 250, 300). Ex: SCA4 100. Refer to [TECH-190](#).
CRA4-B YK Ceiling thickness adapter (extends mounting frame to accommodate ceiling thickness up to 5"). Adds 1" to fixture height.
ISD BC 0-10V wallbox dimmer. Refer to [ISD-BC](#).

NOTES

ORDERING NOTES

- Not available with finishes.
- Not available with EL or ELR options.
- Refer to [TECH-230](#) for compatible dimmers.
- Not available with nLight® and XPoint options.
- 120V only.
- Specify 120V or 277V.
- Not available with white reflector.
- Not available with black reflector.
- For dimensional changes, refer to [TECH-140](#). Access above ceiling required. Not available with 347V.
- For use with generator supply EM power. Will require an emergency hot feed and normal hot feed.
- Available only with EL/ELR. Not available with CP. P5SD2 included. Refer to [P5SD2](#).


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Submitted by James G. Murphy Co., Inc.

**MURPHY****Job Name:**
MARION SQUARE HOTEL**Catalog Number:**
EVO 27/20 4AR MD 120 ECOS2

Notes: HI LUME DRIVER 120V ONLY

Type:**LH**

215-28604

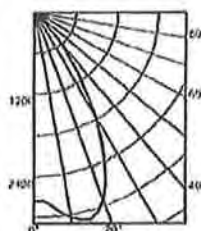
**4" EVO**
Downlight
Solid-State Lighting

PHOTOMETRY

Distribution Curve Distribution Data Output Data Coefficient of Utilization Illuminance: Single Luminaire 30" Above Floor

EVO 35/30 4AR LS

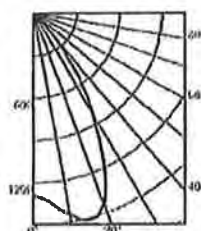
INPUT WATTS: 36.9, DELIVERED LUMENS: 3112, LM/W=84.3, 1.07 S/MH, TEST NO. LTL27791



Ave. Lumens	Zone	Lumens	% Light	ft pc sq	80%			70%			50%			50% beam - 50 ft	10% beam - 78 ft
					50%	70%	80%	50%	70%	80%	50%	70%	80%		
0 2763	0°-30°	2226.6	71.9	0	119 119 119	116 116 113	111 111 111	111 111 111	111 111 111	111 111 111	111 111 111	111 111 111	111 111 111		
5 2824	0°-40°	2630.3	84.7	1	111 108 108	109 108 104	105 103 101	105 103 101	105 103 101	105 103 101	105 103 101	105 103 101	105 103 101		
16 3133	0°-60°	3106.7	99.8	2	103 99 96	101 98 95	98 95 92	98 95 92	98 95 92	98 95 92	98 95 92	98 95 92	98 95 92		
26 2412	0°-90°	3111.9	100.0	3	98 91 87	95 90 87	92 88 85	92 88 85	92 88 85	92 88 85	92 88 85	92 88 85	92 88 85		
35 1117	90°-120°	0.0	0.0	4	90 84 80	83 78 74	81 77 73	81 77 73	81 77 73	81 77 73	81 77 73	81 77 73	81 77 73		
46 184	90°-130°	0.0	0.0	5	84 78 74	78 73 68	76 72 68	76 72 68	76 72 68	76 72 68	76 72 68	76 72 68	76 72 68		
55 6	90°-150°	0.0	0.0	6	78 73 69	73 68 64	72 67 63	72 67 63	72 67 63	72 67 63	72 67 63	72 67 63	72 67 63		
65 2	90°-180°	0.0	0.0	7	74 68 64	69 63 59	68 63 59	68 63 59	68 63 59	68 63 59	68 63 59	68 63 59	68 63 59		
75 2	0°-180°	3111.9	100.0	8	70 64 60	65 60 56	64 59 55	64 59 55	64 59 55	64 59 55	64 59 55	64 59 55	64 59 55		
88 2				9	66 60 56	61 56 52	60 55 51	60 55 51	60 55 51	60 55 51	60 55 51	60 55 51	60 55 51		
90 0				10	62 56 52	57 52 48	56 51 47	56 51 47	56 51 47	56 51 47	56 51 47	56 51 47	56 51 47		

EVO 35/16 4AR LS

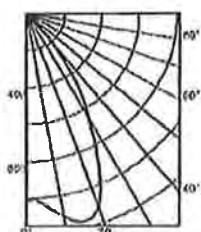
INPUT WATTS: 17.3, DELIVERED LUMENS: 1509, LM/W=87.2, 1.08 S/MH, TEST NO. LTL27786



Ave. Lumens	Zone	Lumens	% Light	ft pc sq	80%			70%			50%			50% beam - 56 ft	10% beam - 78 ft
					50%	70%	80%	50%	70%	80%	50%	70%	80%		
0 1280	0°-30°	1041.8	71.6	0	119 119 119	116 116 113	111 111 111	111 111 111	111 111 111	111 111 111	111 111 111	111 111 111	111 111 111		
5 1338	0°-40°	1419.3	94.0	1	111 108 108	109 108 104	105 103 101	105 103 101	105 103 101	105 103 101	105 103 101	105 103 101	105 103 101		
16 1921	0°-60°	1607.8	99.9	2	103 99 96	101 98 95	98 95 92	98 95 92	98 95 92	98 95 92	98 95 92	98 95 92	98 95 92		
25 1187	0°-90°	1509.3	100.0	3	98 91 87	95 90 87	92 88 85	92 88 85	92 88 85	92 88 85	92 88 85	92 88 85	92 88 85		
35 546	90°-120°	0.0	0.0	4	90 84 80	83 78 74	81 77 73	81 77 73	81 77 73	81 77 73	81 77 73	81 77 73	81 77 73		
46 02	90°-130°	0.0	0.0	5	84 78 74	78 73 68	76 72 68	76 72 68	76 72 68	76 72 68	76 72 68	76 72 68	76 72 68		
55 1	90°-150°	0.0	0.0	6	78 73 69	73 68 64	72 67 63	72 67 63	72 67 63	72 67 63	72 67 63	72 67 63	72 67 63		
65 1	90°-180°	0.0	0.0	7	74 68 64	69 63 59	68 63 59	68 63 59	68 63 59	68 63 59	68 63 59	68 63 59	68 63 59		
75 0				8	70 64 60	65 60 56	64 59 55	64 59 55	64 59 55	64 59 55	64 59 55	64 59 55	64 59 55		
85 0				9	66 60 56	61 56 52	60 55 51	60 55 51	60 55 51	60 55 51	60 55 51	60 55 51	60 55 51		
90 0				10	62 56 52	57 52 48	56 51 47	56 51 47	56 51 47	56 51 47	56 51 47	56 51 47	56 51 47		

EVO 35/10 4AR LS

INPUT WATTS: 12.8, DELIVERED LUMENS: 1189, LM/W=92.9, 1.08 S/MH, TEST NO. LTL27785



Ave. Lumens	Zone	Lumens	% Light	ft pc sq	80%			70%			50%			50% beam - 56 ft	10% beam - 80 ft
					50%	70%	80%	50%	70%	80%	50%	70%	80%		
0 1014	0°-30°	838.3	70.5	0	119 119 119	116 116 113	111 111 111	111 111 111	111 111 111	111 111 111	111 111 111	111 111 111	111 111 111		
5 1035	0°-40°	1114.0	93.7	1	111 108 108	109 108 104	105 103 101	105 103 101	105 103 101	105 103 101	105 103 101	105 103 101	105 103 101		
16 1169	0°-60°	1189.4	99.9	2	103 99 96	101 98 95	98 95 92	98 95 92	98 95 92	98 95 92	98 95 92	98 95 92	98 95 92		
26 910	0°-90°	1189.3	100.0	3	98 91 87	95 90 87	92 88 85	92 88 85	92 88 85	92 88 85	92 88 85	92 88 85	92 88 85		
35 449	90°-120°	0.0	0.0	4	90 84 80	83 78 74	81 77 73	81 77 73	81 77 73	81 77 73	81 77 73	81 77 73	81 77 73		
46 80	90°-130°	0.0	0.0	5	84 78 74	78 73 68	76 72 68	76 72 68	76 72 68	76 72 68	76 72 68	76 72 68	76 72 68		
55 2	90°-150°	0.0	0.0	6	78 73 69	73 68 64	72 67 63	72 67 63	72 67 63	72 67 63	72 67 63	72 67 63	72 67 63		
65 2	90°-180°	0.0	0.0	7	74 68 64	69 63 59	68 63 59	68 63 59	68 63 59	68 63 59	68 63 59	68 63 59	68 63 59		
75 0				8	70 64 60	65 60 56	64 59 55	64 59 55	64 59 55	64 59 55	64 59 55	64 59 55	64 59 55		
85 0				9	66 60 56	61 56 52	60 55 51	60 55 51	60 55 51	60 55 51	60 55 51	60 55 51	60 55 51		
90 0				10	62 56 52	57 52 48	56 51 47	56 51 47	56 51 47	56 51 47	56 51 47	56 51 47	56 51 47		

LUMEN OUTPUT MULTIPLIER - CRI

CRI	FACTOR
80 CRI	1
90 CRI	0.79

LUMEN OUTPUT MULTIPLIER - CCT

CRI	FACTOR
4000 K	1.035
3500 K	1
3000 K	0.973
2700 K	0.938

LUMEN OUTPUT MULTIPLIER - TRIM FINISH

FINISH	CLEAR (AR)	PEWTER (PR)	WHEAT (WTR)	GOLD (GR)	WHITE (WR/WRAMP)	BLACK (BR)
Specular (LS)	1.00	0.88	0.83	0.95	N/A	N/A
Semi-specular (LSS)	0.95	0.84	0.79	0.90	N/A	N/A
Matte-diffuse (LD)	0.85	0.73	0.69	0.80	N/A	N/A
Paint	N/A	N/A	N/A	N/A	0.87	0.73

PHOTOMETRY NOTES

- Tested in accordance with IESNA LM-79-08
- Tested to current IES and NEMA standards under stabilized laboratory conditions.
- CRI: R5 typical.

EVO-4-OPEN
PAGE 3 OF 4GOTHAM ARCHITECTURAL DOWNLIGHTING | 1400 Lester Road Campus GA 30012 | P 800 315-4902 | gothamlighting.com
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bottom of the shaft shall be closed off around the penetrating items with materials permitted by Section 717.3.1 for draftstopping, or the room shall be provided with an approved automatic fire suppression system.

2. A shaft enclosure containing a refuse chute or laundry chute shall not be used for any other purpose and shall terminate in a room protected in accordance with Section 707.13.4.
3. The fire-resistance-rated room separation and the protection at the bottom of the shaft are not required, provided there are no combustibles in the shaft and there are no openings or other penetrations through the shaft enclosure to the interior of the building.

707.12 Enclosure at the top. A shaft enclosure that does not extend to the underside of the roof sheathing, deck or slab of the building shall be enclosed at the top with construction of the same fire-resistance rating as the topmost floor penetrated by the shaft, but not less than the fire-resistance rating required for the shaft enclosure.

707.13 Refuse and laundry chutes. Refuse and laundry chutes, access and termination rooms and incinerator rooms shall meet the requirements of Sections 707.13.1 through 707.13.6.

Exception: Chutes serving and contained within a single dwelling unit.

707.13.1 Refuse and laundry chute enclosures. A shaft enclosure containing a refuse or laundry chute shall not be used for any other purpose and shall be enclosed in accordance with Section 707.4. Openings into the shaft, including those from access rooms and termination rooms, shall be protected in accordance with this section and Section 715. Openings into chutes shall not be located in corridors. Doors shall be self- or automatic closing upon the actuation of a smoke detector in accordance with Section 715.4.7.3, except that heat-activated closing devices shall be permitted between the shaft and the termination room.

707.13.2 Materials. A shaft enclosure containing a refuse or laundry chute shall be constructed of materials as permitted by the building type of construction.

707.13.3 Refuse and laundry chute access rooms. Access openings for refuse and laundry chutes shall be located in rooms or compartments enclosed by a fire barrier that has a fire-resistance rating of not less than 1 hour. Openings into the access rooms shall be protected by opening protectives having a fire protection rating of not less than $\frac{3}{4}$ hour. Doors shall be self- or automatic closing upon the detection of smoke in accordance with Section 715.4.7.3.

707.13.4 Termination room. Refuse and laundry chutes shall discharge into an enclosed room separated from the remainder of the building by a fire barrier that has a fire-resistance rating of not less than 1 hour. Openings into the termination room shall be protected by opening protectives having a fire protection rating of not less than $\frac{3}{4}$ hour. Doors shall be self- or automatic closing upon the detection of smoke in accordance with Section 715.4.7.3.

Refuse chutes shall not terminate in an incinerator room. Refuse and laundry rooms that are not provided with chutes need only comply with Table 508.2.

707.13.5 Incinerator room. Incinerator rooms shall comply with Table 508.2.

707.13.6 Automatic sprinkler system. An approved automatic sprinkler system shall be installed in accordance with Section 903.2.10.2.

707.14 Elevator, dumbwaiter and other hoistways. Elevator, dumbwaiter and other hoistway enclosures shall be constructed in accordance with Section 707 and Chapter 30.

707.14.1 Elevator lobby. An enclosed elevator lobby shall be provided at each floor where an elevator shaft enclosure connects more than three stories. The lobby shall separate the elevator shaft enclosure doors from each floor by fire partitions equal to the fire-resistance rating of the corridor and the required opening protection. Elevator lobbies shall have at least one means of egress complying with Chapter 10 and other provisions within this code.

Exceptions:

1. Enclosed elevator lobbies are not required at the street floor, provided the entire street floor is equipped with an automatic sprinkler system in accordance with Section 903.3.1.1.
2. Elevators not required to be located in a shaft in accordance with Section 707.2 are not required to have enclosed elevator lobbies.
3. Where additional doors are provided at the hoistway opening in accordance with Section 3002.6. Such doors shall be tested in accordance with UL 1784 without an artificial bottom seal.
4. In other than Group I-3, and buildings having occupied floors located more than 75 feet (22 860 mm) above the lowest level of fire department vehicle access, enclosed elevator lobbies are not required where the building is protected by an automatic sprinkler system installed in accordance with Section 903.3.1.1 or 903.3.1.2.
5. Smoke partitions shall be permitted in lieu of fire partitions to separate the elevator lobby at each floor where the building is equipped throughout with an automatic sprinkler system installed in accordance with Section 903.3.1.1 or 903.3.1.2.
6. Enclosed elevator lobbies are not required where the elevator hoistway is pressurized in accordance with Section 707.14.2.

707.14.2 Enclosed elevator lobby pressurization alternative. Where elevator hoistway pressurization is provided in lieu of required enclosed elevator lobbies, the pressurization system shall comply with this section.

707.14.2.1 Pressurization requirements. Elevator hoistways shall be pressurized to maintain a minimum positive pressure of 0.04 inches of water column and a maximum positive pressure of 0.06 inches of water column with respect to adjacent occupied space on all

FIRE-RESISTANCE-RATED CONSTRUCTION

automatic sprinklers are installed in combustible floor/ceiling and roof/ceiling spaces.

708.5 Exterior walls. Where exterior walls serve as a part of a required fire-resistance-rated separation, such walls shall comply with the requirements of Section 704 for exterior walls, and the fire-resistance-rated separation requirements shall not apply.

Exception: Exterior walls required to be fire-resistance rated in accordance with Section 1014.5.1 for exterior egress balconies, Section 1020.1.4 for exit enclosures and Section 1023.6 for exterior exit ramps and stairways.

708.6 Openings. Openings in a fire partition shall be protected in accordance with Section 715.

708.7 Penetrations. Penetrations of fire partitions shall comply with Section 712.

708.8 Joints. Joints made in or between fire partitions shall comply with Section 713.

708.9 Ducts and air transfer openings. Penetrations in a fire partition by ducts and air transfer openings shall comply with Section 716.

SECTION 709 SMOKE BARRIERS

709.1 General. Smoke barriers shall comply with this section.

709.2 Materials. Smoke barriers shall be of materials permitted by the building type of construction.

709.3 Fire-resistance rating. A 1-hour fire-resistance rating is required for smoke barriers.

Exception: Smoke barriers constructed of minimum 0.10-inch-thick (2.5 mm) steel in Group I-3 buildings.

709.4 Continuity. Smoke barriers shall form an effective membrane continuous from outside wall to outside wall and from the top of the foundation or floor/ceiling assembly below to the underside of the floor or roof sheathing, deck or slab above, including continuity through concealed spaces, such as those found above suspended ceilings, and interstitial structural and mechanical spaces. The supporting construction shall be protected to afford the required fire-resistance rating of the wall or floor supported in buildings of other than Type IIB, IIIB or VB construction.

Exception: Smoke-barrier walls are not required in interstitial spaces where such spaces are designed and constructed with ceilings that provide resistance to the passage of fire and smoke equivalent to that provided by the smoke-barrier walls.

709.5 Openings. Openings in a smoke barrier shall be protected in accordance with Section 715.

Exception: In Group I-2, where doors are installed across corridors, a pair of opposite-swinging doors without a center mullion shall be installed having vision panels with fire-protection-rated glazing materials in fire-protection-rated frames, the area of which shall not exceed that tested. The doors shall be close fitting within operational tolerances, and shall not have undercuts, louvers or grilles.

The doors shall have head and jamb stops, astragals or rabbets at meeting edges and shall be automatic closing by smoke detection in accordance with Section 715.4.7.3. Positive-latching devices are not required.

709.6 Penetrations. Penetrations of smoke barriers shall comply with Section 712.

709.7 Joints. Joints made in or between smoke barriers shall comply with Section 713.

709.8 Ducts and air transfer openings. Penetrations in a smoke barrier by ducts and air transfer openings shall comply with Section 716.

SECTION 710 SMOKE PARTITIONS

710.1 General. Smoke partitions installed as required elsewhere in the code shall comply with this section.

710.2 Materials. The walls shall be of materials permitted by the building type of construction.

710.3 Fire-resistance rating. Unless required elsewhere in the code, smoke partitions are not required to have a fire-resistance rating.

710.4 Continuity. Smoke partitions shall extend from the top of the foundation or floor below to the underside of the floor or roof sheathing, deck or slab above or to the underside of the ceiling above where the ceiling membrane is constructed to limit the transfer of smoke.

710.5 Openings. Windows shall be sealed to resist the free passage of smoke or be automatic-closing upon detection of smoke. Doors in smoke partitions shall comply with this section.

710.5.1 Louvers. Doors in smoke partitions shall not include louvers.

710.5.2 Smoke and draft control doors. Where required elsewhere in the code, doors in smoke partitions shall be tested in accordance with UL 1784 with an artificial bottom seal installed across the full width of the bottom of the door assembly during the test. The air leakage rate of the door assembly shall not exceed 3 cubic feet per minute per square foot [$\text{ft}^3/(\text{min} \cdot \text{ft}^2)$] ($0.015424 \text{ m}^3/\text{s} \cdot \text{m}^2$) of door opening at 0.10 inch (24.9Pa) of water for both the ambient temperature test and the elevated temperature exposure test.

710.5.3 Self- or automatic-closing doors. Where required elsewhere in the code, doors in smoke partitions shall be self- or automatic closing by smoke detection in accordance with Section 715.4.7.3.

710.6 Penetrations and joints. The space around penetrating items and in joints shall be filled with an approved material to limit the free passage of smoke.

710.7 Ducts and air transfer openings. The space around a duct penetrating a smoke partition shall be filled with an approved material to limit the free passage of smoke. Air transfer openings in smoke partitions shall be provided with a smoke damper complying with Section 716.3.2.

Exception: Where the installation of a smoke damper will interfere with the operation of a required smoke control sys-

- R - 6582**

Pieniak, Shanti

From: James Clements <jclements@matrixse.com>
Sent: Tuesday, July 12, 2016 7:42 PM
To: Starcevic, Nicholas
Cc: Brian Rinehart (brinehart@designcontinuuminc.com)
Subject: Allowance Summary
Attachments: HMS - Allowance Reconciliation Workbook.pdf

Nick

Thanks for sending the summary.

The "net "numbers are confusing me.

#3 – Ballroom Doors - allowance is \$6,650 over as is. What's the "sizable credit" worth going to SS?

#6 – Arriscraft Columns – Changed to wood in MOD and shown as OFCI, including painted finish? Does this mean as it stands there is a \$180k credit less the painted finish?

Brian

Pls verify #6

Thanks, Jim

Starcevic, Nicholas

From: Starcevic, Nicholas </D=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=65F22BA2C54F4D0F943FDB8B842E3115-NICHOLAS ST>
Sent: Wednesday, November 9, 2016 11:50 PM
To: Brian Rinehart; Karen Jenkins; jfaulkinberry@lplatlanta.com; jcllements@matrixse.com; Kim Brown; Marty Wall
Cc: Spano, Tim; Dooley, Alec; Denney, Brandon
Subject: RE: RCO 078 Interior SF08 Allowance Reconciliation.pdf
Attachments: 25419h.pdf; HMS CO - Foyer Adds (10-12-16).docx; HMS - Interior Cast Stone Trim and Columns.xlsx

All,

We are getting closer to the SF08 Allowance Reconciliation so I wanted to share with you my worksheet. I have plugged numbers for the Formglass install and SF-08 painted finish while we work to reconcile the numbers. These numbers are by no means final based on DOI revisions, but should give a good update of where Formglass, Architect, and trim numbers are coming in.

Formglass and trim quotes are attached.

Thanks,

Nick Starcevic | Project Manager

Mobile: 704.751.1400 | Email: nstarcevic@balfourbeattyus.com

www.balfourbeatty.com | www.balfourbeatty.com | www.balfourbeatty.com | www.balfourbeatty.com | www.balfourbeatty.com

www.balfourbeattyus.com | [Facebook](#) | [Twitter](#) | [YouTube](#) | [LinkedIn](#)

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Build to Last
Lean. Expert. Trusted. Safe.

From: Brian Rinehart [<mailto:brinehart@designcontinuuminc.com>]

Sent: Thursday, September 29, 2016 9:42 AM

To: Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>; Kim Brown <kbrown@bennett-holford.com>

Cc: jcllements@matrixse.com; jfaulkinberry@lplatlanta.com; Spano, Tim <tspano@Balfourbeattyus.com>; Dooley, Alec <adooley@Balfourbeattyus.com>; Denney, Brandon <BDenney@Balfourbeattyus.com>; Marty Wall <mwall@bennethospitality.com>; Karen Jenkins <kjenkins@designcontinuuminc.com>

Subject: RE: RCO 078 Interior SF08 Allowance Reconciliation.pdf

Hi,

From:

Balfour Beatty

Design Construction Inc

[Balfour Beatty](#)

From: Starcevic, Nicholas (<mailto:N.Starcevic@balfourbeattyus.com>)
Sent: Wednesday, September 28, 2016 6:57 PM

Starcevic, Nicholas

From: Starcevic, Nicholas </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=65F22BA2C54F4D0F843FDB8B842E3115-NICHOLAS ST>
Sent: Tuesday, June 7, 2016 6:02 PM
To: James Clements
Cc: Spano, Tim; Ricci, Daniel; Dale, Marty; Brian Rinehart; Denney, Brandon; Jennifer Faulkinberry; kbrown@bennetthospitality.com
Subject: RE: Hotel at Marion Square - RFI:0449 - Interior wall requirements for mounting stone
Attachments: Hotel at Marion Square.pdf; 25419d.pdf

Jim,

Formglass breakout and Stromberg quotes are attached. A couple items to note on the interior trim and stone..

1. Formglass (material only) is essentially the same as trim only. Lead time is **17-21 weeks** for shops and fabrication. PWalls is waiting for clarification on Ariscraft to provide labor.
 - All Formglass (not attached) \$346,000
 - Formglass trim only \$342,000
 - ADD Hankerchief ceilings (applies to both) \$24,200
2. Stromberg (material only) is **15-18 weeks** for Shops and Fabrication
 - All Stromberg \$1,401,000

Either way we go, according to updated lead times on Formglass and Stromberg, we are way past the deadline to release this material so please press for direction. Let us know if there is more information necessary.

Thanks,

Nick Starcevic | Project Manager
 mobile: 704-361-3265 | email: NStarcevic@Balfourbeattyus.com
 Balfour Beatty Construction | 306 Meeting St. Suite 300, Charleston, SC 29401

www.balfourbeattyus.com
 Build to Last

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

From: James Clements [mailto:jclements@matrixse.com]
Sent: Tuesday, June 07, 2016 7:23 AM
To: Brian Rinehart <brinehart@designcontinuuminc.com>; Denney, Brandon <BDenney@Balfourbeattyus.com>; Jennifer Faulkinberry <JFaulkinberry@lpbatlanta.com>; kbrown@bennetthospitality.com
Cc: Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>; Spano, Tim <tims Spano@Balfourbeattyus.com>; Ricci, Daniel <DRicci@Balfourbeattyus.com>; Dale, Marty <mdale@balfourbeattyus.com>
Subject: Re: Hotel at Marion Square - RFI:0449 - Interior wall requirements for mounting stone

Thanks, Brian

Brandon

I am also waiting for the breakout price for the Formglass components of the lobby cast stone allowance

Jim Clements

Matrix Program Management Services, LLC

T. 704.676.9996

C. 704.905.1165

www.matrixse.com

On 6/6/16, 4:07 PM, "Brian Rinehart" <brinehart@designcontinuuminc.com> wrote:

>Jim,

>

>Yes, I sent a follow-up request to John with Arriscraft for samples and supplemental information last week and once received I can close this item out.

>

>

>Brian

>

>

>Brian Rinehart

>Project Director

>Design Continuum, Inc.

>44 Broad Street NW

>Suite 310

>Atlanta, GA 30303

>P (404) 266-0095

>F (404) 266-8252)

>brinehart@designcontinuuminc.com

><http://www.designcontinuuminc.com>

>

>

>

>-----Original Message-----

>From: James Clements [<mailto:jcllements@matrixse.com>]

>Sent: Monday, June 06, 2016 3:56 PM

>To: Denney, Brandon <BDenney@Balfourbeattyus.com>; Brian Rinehart

><brinehart@designcontinuuminc.com>; Jennifer Faulkinberry

><jfaulkinberry@lpmatlanta.com>; kbrown@bennetthospitality.com

>Cc: Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>; Spano, Tim

><tspano@Balfourbeattyus.com>; Ricci, Daniel

><DRicci@Balfourbeattyus.com>; Dale, Marty <mdale@balfourbeattyus.com>

>Subject: Re: Hotel at Marion Square - RF1:0449 - Interior wall

>requirements for mounting stone

>Importance: High

>

>Brian
>
>I believe this is still in your court relative to stone thickness and your reveals – correct?
>
>
>Jim Clements
>
>Matrix Program Management Services, LLC
>
>T. 704.676.9996
>
>C. 704.905.1165
>
>www.matrixse.com
>
>
>
>On 6/6/16, 3:46 PM, "Denney, Brandon" <BDenney@Balfourbeattyus.com> wrote:
>
>>Brian and Jim,
>>
>>Just to keep this date in front of everyone, with current lead times for Arriscraft the drop dead date for a material release for interior stone to meet the current construction schedule is July 15, 2016. I have requested lead time for Formglas, but I anticipate the fabrication time to be similar.
>>
>>Brandon Denney | Senior Project Engineer
>>mobile: 704-607-8783 | email: BDenney@Balfourbeattyus.com Balfour
>>Beatty Construction | 306 Meeting Street, Suite 300, Charleston, SC
>>29401
>>
>>www.balfourbeattyus.com
>>Build to Last
>>
>>-----Original Message-----
>>From: Brian Rinehart [<mailto:brinehart@designcontinuuminc.com>]
>>Sent: Thursday, June 02, 2016 10:44 AM
>>To: john.atkins@arriscraft.com; Denney, Brandon
>><BDenney@Balfourbeattyus.com>
>>Cc: Scott Wilson <S.Wilson@carolinaceramics.com>
>>Subject: RE: Hotel at Marion Square - RFI:0449 - Interior wall
>>requirements for mounting stone
>>
>>John,
>>
>>Please send to:
>>
>>Brian Rinehart
>>C/O: Design Continuum, Inc.
>>44 Broad Street NW
>>Suite 310
>>Atlanta, Georgia 30303
>>Ph. 404-266-0095
>>

>>
>>Thanks.
>>Brian
>>
>>
>>Brian Rinehart
>>Project Director
>>Design Continuum, Inc.
>>44 Broad Street NW
>>Suite 310
>>Atlanta, GA 30303
>>P (404) 266-0095
>>F (404-266-8252)
>>brinehart@designcontinuuminc.com
>><http://www.designcontinuuminc.com>
>>
>>
>>
>>----- Original Message -----
>>From: john.atkins@arriscraft.com [<mailto:john.atkins@arriscraft.com>]
>>Sent: Thursday, June 02, 2016 10:40 AM
>>To: Brian Rinehart <brinehart@designcontinuuminc.com>
>>Cc: Scott Wilson <S.Wilson@carolinaceramics.com>
>>Subject: Re: Hotel at Marion Square - RFI:0449 - Interior wall
>>requirements for mounting stone
>>
>>I can send full face slices of these. There would be an up charge to cut the 12" ht to 9". Please confirm shipping
address for samples.
>>
>>Sent from my iPhone
>>
>>> On Jun 2, 2016, at 10:21 AM, Brian Rinehart <brinehart@designcontinuuminc.com> wrote:
>>>
>>> John,
>>>
>>> Do you have in house samples of the 12" X 24" in both the 3/4" and 1 3/8" thickness that you could Fed-X to us
for review? The size that we've shown in elevation is 9" X 24". Is this something that you could do without
upcharge?
>>>
>>>
>>> Brian
>>>
>>>
>>> Brian Rinehart
>>> Project Director
>>> Design Continuum, Inc.
>>> 44 Broad Street NW
>>> Suite 310
>>> Atlanta, GA 30303
>>> P (404) 266-0095
>>> F (404-266-8252)
>>> brinehart@designcontinuuminc.com
>>> <http://www.designcontinuuminc.com>

>>>
>>>
>>>
>>> -----Original Message-----
>>> From: Denney, Brandon [mailto:BDenney@Balfourbeattyus.com]
>>> Sent: Monday, May 23, 2016 3:00 PM
>>> To: Brian Rinehart <brinehart@designcontinuuminc.com>; 'Jennifer
>>> Faulkinberry' <JFaulkinberry@pbatlanta.com>
>>> Cc: James Clements <jclements@matrixse.com>; Starcevic, Nicholas
>>> <NStarcevic@Balfourbeattyus.com>
>>> Subject: FW: Hotel at Marion Square - RFI:0449 - Interior wall
>>> requirements for mounting stone
>>>
>>> Brian,
>>>
>>> Please see below. Can you comment on the desired thickness of the Arriscraft in the field?
>>>
>>> Brandon Denney | Senior Project Engineer
>>> mobile: 704-607-8783 | email: BDenney@Balfourbeattyus.com Balfour
>>> Beatty Construction | 306 Meeting Street, Suite 300, Charleston, SC
>>> 29401
>>>
>>> www.balfourbeattyus.com
>>> Build to Last
>>>
>>> -----Original Message-----
>>> From: Zinna, Michael [mailto:MZinna@precisionwalls.com]
>>> Sent: Monday, May 23, 2016 12:31 PM
>>> To: Denney, Brandon <BDenney@Balfourbeattyus.com>
>>> Subject: FW: Hotel at Marion Square - RFI:0449 - Interior wall
>>> requirements for mounting stone
>>>
>>> Brandon
>>>
>>> Did you get the below email I forwarded you? Can you confirm what you want priced?
>>>
>>> Michael Zinna
>>> Project Manager
>>> 7317 Peppermill Parkway
>>> N. Charleston, SC 29418
>>> Office: (843)-793-6020
>>> Fax: (843)-571-2098
>>> Mobile: (843)-991-0528
>>>
>>>
>>>
>>> -----Original Message-----
>>> From: john.atkins@arriscraft.com [mailto:john.atkins@arriscraft.com]
>>> Sent: Wednesday, May 18, 2016 11:08 AM
>>> To: Zinna, Michael
>>> Cc: Scott Wilson
>>> Subject: Re: Hotel at Marion Square - RFI:0449 - Interior wall
>>> requirements for mounting stone

>>>
>>> Michael- We offer this material in 3/4" thickness or 1 3/8" thickness and 11 5/8"x 23 5/8", 7 5/8"x23 5/8", and 3 5/8"x23 5/8" face sizes. Will there be any need for "L" corners or shapes? Do you have any rough square foot quantities? Thanks.
>>>
>>> Sent from my iPad
>>>
>>>> On May 18, 2016, at 9:42 AM, Zinna, Michael <MZinna@precisionwalls.com> wrote:
>>>>
>>>> John
>>>>
>>>> Please see below and attached. Can you please send me a quote for the arrisraft materials? Please confirm you received this email and give me a call with any questions.
>>>>
>>>> Thanks
>>>>
>>>> Michael Zinna
>>>> Project Manager
>>>> 7317 Peppermill Parkway
>>>> N. Charleston, SC 29418
>>>> Office: (843)-793-6020
>>>> Fax: (843)-571-2098
>>>> Mobile: (843)-991-0528
>>>>
>>>>
>>>>
>>>> -----Original Message-----
>>>> From: Denney, Brandon [<mailto:BDenney@Balfourbeattyus.com>]
>>>> Sent: Wednesday, May 18, 2016 10:19 AM
>>>> To: 'Mac Winget'; Zinna, Michael
>>>> Cc: Starcevic, Nicholas; Spano, Tim
>>>> Subject: FW: Hotel at Marion Square - RFI:0449 - Interior wall
>>>> requirements for mounting stone
>>>>
>>>> Michael and Mac,
>>>>
>>>> Please see below for direction from the interior designer on the Arrisraft and Formglas combo. Please update pricing to reflect these changes.
>>>>
>>>> Thanks,
>>>>
>>>> Brandon Denney | Senior Project Engineer
>>>> mobile: 704-607-8783 | email: BDenney@Balfourbeattyus.com Balfour
>>>> Beatty Construction | 306 Meeting Street, Suite 300, Charleston, SC
>>>> 29401
>>>>
>>>> www.balfourbeattyus.com
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>>>>
>>>> -----Original Message-----
>>>> From: Brian Rinehart [<mailto:brinehart@designcontinuuminc.com>]
>>>> Sent: Monday, May 16, 2016 6:14 PM
>>>> To: Denney, Brandon <BDenney@Balfourbeattyus.com>;

>>>> jfaulkinberry@lppatlanta.com
>>>> Cc: Dooley, Alec <adooley@Balfourbeattyus.com>; Ricci, Daniel
>>>> <DRicci@Balfourbeattyus.com>, iclements@matrixse.com; Eldridge,
>>>> Johnny <JEldridge@Balfourbeattyus.com>; Karen Jenkins
>>>> <kjenkins@designcontinuuminc.com>; kbrown@bennetthospitality.com;
>>>> Dale, Marty <mdale@balfourbeattyus.com>; Starcevic, Nicholas
>>>> <NStarcevic@Balfourbeattyus.com>; Ledford, Ryan
>>>> <RLedford@Balfourbeattyus.com>, stephanie@bennetthospitality.com;
>>>> Spano, Tim <tims Spano@Balfourbeattyus.com>; Woody Faust
>>>> <wfaust@designcontinuuminc.com>
>>>> Subject: RE: Hotel at Marion Square - RFI:0449 - Interior wall
>>>> requirements for mounting stone
>>>>
>>>>
>>>> Brandon,
>>>>
>>>> Having said that, attached please find our review of the revised list from Formglas. Note the deletion on the last
page and other clarifications/questions in the package. A couple items of note would be: 1.) Cladding the Won-
Door pocket door with the material(see third attachment). We reviewed this with our Won-Door rep; 2.) Does item
#L include the revision from BIM at the top of the Rotunda (see attachment 2); 3.) Who is providing the
handkerchief vaults in both 1st and 2nd floor elevator lobbies ?; 4.) Item AK was changed to wood in MOD-4 and so
the item can be deleted.
>>>>
>>>> IF we go with the combination of Formglas and Arriscraft it would be our preference to use Arriscraft for all of
the flat "block" work and have everything else - base, casing, heads/jambs, stringers -- everything shaped out of
Formglas. That would be the cleanest distinction for the two materials.
>>>>
>>>> Please take a look at the attached and above and let us know if you have any questions and, what you find out
from Stromberg.
>>>>
>>>>
>>>>
>>>> Thanks.
>>>> Brian
>>>>
>>>> Brian Rinehart
>>>> Project Director
>>>> Design Continuum, Inc.
>>>> 44 Broad Street NW
>>>> Suite 310
>>>> Atlanta, GA 30303
>>>> P (404) 266-0095
>>>> F (404-266-8252)
>>>> brinehart@designcontinuuminc.com
>>>> <http://www.designcontinuuminc.com>
>>>>
>>>>
>>>>
>>>> -----Original Message-----
>>>> From: Denney, Brandon [<mailto:BDenney@Balfourbeattyus.com>]
>>>> Sent: Thursday, May 12, 2016 2:45 PM
>>>> To: Brian Rinehart <brinehart@designcontinuuminc.com>;
>>>> jfaulkinberry@lppatlanta.com

>>>> Cc: Dooley, Alec <adooley@Balfourbeattyus.com>; Ricci, Daniel
>>>> <DRicci@Balfourbeattyus.com>; jcllements@matrixse.com; Eldridge,
>>>> Johnny <JEldridge@Balfourbeattyus.com>; Karen Jenkins
>>>> <kjenkins@designcontinuuminc.com>; kbrown@bennetthospitality.com;
>>>> Dale, Marty <mdale@balfourbeattyus.com>; Starcevic, Nicholas
>>>> <NStarcevic@Balfourbeattyus.com>; Ledford, Ryan
>>>> <RLedford@Balfourbeattyus.com>; stephanie@bennetthospitality.com;
>>>> Spano, Tim <timspano@Balfourbeattyus.com>
>>>> Subject: RE: Hotel at Marion Square - RFI:0449 - Interior wall
>>>> requirements for mounting stone
>>>>
>>>> Brian,
>>>>
>>>> Please see attached breakout from Formglas. The first column is the letter designation that they have assigned
to each profile, and the second column is the quantity. They give a brief description of where the piece is located and
reference an ID detail. If you can give me the letter designations for everything that should remain Formglas and
another group of letter designations with everything that should be Arriscraft, this will greatly expedite the pricing
exercise and getting the weights for this wall to be designed.
>>>>
>>>> Thanks,
>>>>
>>>> Brandon Denney | Senior Project Engineer
>>>> mobile: 704-607-8783 | email: BDenney@Balfourbeattyus.com Balfour
>>>> Beatty Construction | 306 Meeting Street, Suite 300, Charleston, SC
>>>> 29401
>>>>
>>>> www.balfourbeattyus.com
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>>>> -----Original Message-----
>>>> From: Brian Rinehart [mailto:brinehart@designcontinuuminc.com]
>>>> Sent: Tuesday, April 26, 2016 2:48 PM
>>>> To: Denney, Brandon <BDenney@Balfourbeattyus.com>;
>>>> jfaulkinberry@lpsatlanta.com
>>>> Cc: Dooley, Alec <adooley@Balfourbeattyus.com>; Ricci, Daniel
>>>> <DRicci@Balfourbeattyus.com>; jcllements@matrixse.com; Eldridge,
>>>> Johnny <JEldridge@Balfourbeattyus.com>; Karen Jenkins
>>>> <kjenkins@designcontinuuminc.com>; kbrown@bennetthospitality.com;
>>>> Dale, Marty <mdale@balfourbeattyus.com>; Starcevic, Nicholas
>>>> <NStarcevic@Balfourbeattyus.com>; Ledford, Ryan
>>>> <RLedford@Balfourbeattyus.com>; stephanie@bennetthospitality.com;
>>>> Spano, Tim <timspano@Balfourbeattyus.com>
>>>> Subject: RE: Hotel at Marion Square - RFI:0449 - Interior wall
>>>> requirements for mounting stone
>>>>
>>>> Brandon,
>>>>
>>>> Attached, please find installation guidelines from QuarryCast/Formglas. We've not yet seen shops for any of the
profiles from any manufacturer so we can't respond to mounting methods other than what they identify on the
attached.
>>>>
>>>> Please take a look at the attached and above and let us know if you have any questions.
>>>>

>>>>
>>>> Thanks.
>>>> Brian
>>>>
>>>>
>>>> Brian Rinehart
>>>> Project Director
>>>> Design Continuum, Inc.
>>>> 44 Broad Street NW
>>>> Suite 310
>>>> Atlanta, GA 30303
>>>> P (404) 266-0095
>>>> F (404-266-8252)
>>>> brinehart@designcontinuuminc.com
>>>> <http://www.designcontinuuminc.com>
>>>>
>>>>
>>>>
>>>> -----Original Message-----
>>>> From: Brandon Denney [<mailto:system@constructware.com>]
>>>> Sent: Friday, April 22, 2016 8:14 AM
>>>> To: Brian Rinehart <brinehart@designcontinuuminc.com>;
>>>> jfaulkinberry@lphatlanta.com
>>>> Cc: adooley@balfourbeattyus.com; bdenney@balfourbeattyus.com;
>>>> dricci@balfourbeattyus.com; jclements@matrixse.com;
>>>> jeldridge@balfourbeattyus.com; Karen Jenkins
>>>> <kjenkins@designcontinuuminc.com>; kbrown@bennetthospitality.com;
>>>> mdale@balfourbeattyus.com; nstarcevic@balfourbeattyus.com;
>>>> Rledford@balfourbeattyus.com; stephanie@bennetthospitality.com;
>>>> tmspano@balfourbeattyus.com
>>>> Subject: Hotel at Marion Square - RFI:0449 - Interior wall
>>>> requirements for mounting stone
>>>>
>>>> Jennifer and Brian,
>>>>
>>>> Please see attached RFI for review.
>>>>
>>>> Brandon Denney | Senior Project Engineer
>>>> mobile: 704.607.8783 | email: bdenney@balfourbeattyus.com Balfour
>>>> Beatty Construction | www.balfourbeattyus.com ZERO HARM Make Safety
>>>> Personal
>>>>
>>>>
>>>> <20160516181510.pdf>
>>>> <630 Marion Square Rotunda Plaster Revision for Plumbing.msg>
>>>> <20160516162538.pdf>
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received this e-mail in error) please notify the sender immediately and destroy this e-mail.
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>>> Any unauthorised copying, disclosure or distribution of the material in this e-mail is strictly forbidden.

>>
>

Stromberg Architectural Products

CAST STONE -- GFRG -- GFRC -- FRP

4400 Oneal St. Greenville, Texas 75402**Estimating Fax:(903) 454-0233 Phone: (903) 454-6997****www.strombergarchitectural.com**

Quote # ME0020

Contractor: General Contractor

Address:

City:

State:

Zip:

Phone:

Fax:

Date: May 31, 2016

Attention:

*This is our quote for this project.

*Prices are based on the quantities listed below.

*Quote subject to acceptance by sales manager and acceptance of Stromberg's standard terms and conditions of sale.

*This quote is for material only unless otherwise stated below.

*Sales tax is not included.

*Prices are valid for 60 days.

Project: The Hotel at Marion Square
 Address: 404 King Street
 City: Charleston
 State: SC
 Zip:

Reference Number	Item:	Dimensions:			Quantity:		Cubic Feet	Material	Total
		Width/Dia	Height	Length					
	Panel Trim	0.66	3.50	4.00	434	Linear	838	Cast Stone	\$121,384
	Cornice	0.92	3.92	4.00	651	Linear	1081	Cast Stone	\$158,869
	Cornice	1.08	1.17	4.00	671	Linear	337	Cast Stone	\$50,576
	Cornice	1.75	2.50	4.00	696	Linear	1208	Cast Stone	\$174,422
	Cornice	0.33	1.33	4.00	717	Linear	108	Cast Stone	\$11,110
	Cornice	0.66	0.75	4.00	630	Linear	212	Cast Stone	\$19,229
	Cornice	0.60	1.50	4.00	173	Linear	80	Cast Stone	\$12,014
	Wall Cap	0.83	2.25	4.00	508	Linear	787	Cast Stone	\$113,404
	Cap	0.83	1.17	4.00	174	Linear	129	Cast Stone	\$18,921
	Panel	0.26	4.00	4.00	361	Pieces	1404	Cast Stone	\$207,064
	Large Quoins	0.26	1.17	4.00	152	Pieces	178	Cast Stone	\$16,612
	Small Quoins	0.26	1.17	2.00	144	Pieces	84	Cast Stone	\$7,931
	Piers	2.33	2.33	3.66	3	Pieces	60	Cast Stone	\$11,230
	Obelisk	4.33	4.33	13.08	4	Pieces	981	Cast Stone	\$151,478
	Finials	2.00	2.00	3.92	9	Pieces	141	Cast Stone	\$22,069
	Sills	0.33	0.75	5.00	120	Pieces	149	Cast Stone	\$13,746
	Dentils	0.66	0.83	1.42	90	Pieces	70	Cast Stone	\$10,602
	Grille Surround	0.83	1.83	21.75	4	Pieces	132	Cast Stone	\$21,879
	Packing and Crating								\$171,380
	Shipping								\$87,280

Prepared By: Megan Echard

Overall Total: \$1,401,191



To:
Company:
Tel:
Fax:
Email:

Quote No: 126-25419 rev D
Date: 24 May 2016

Estimator: Dan Vesca
Company: Formglas Products Ltd
Tel: 416-635-4126
Email: dvesca@formglas.com

Project: Marion Square Hotel, QC Components
Location: Charleston, South Carolina, USA

TO SUPPLY ONLY THE FOLLOWING IN QUARRYCAST®, INTERIOR MOULDED STONE WITH INTEGRAL CUSTOM COLOR & TEXTURE:

- A. 70 lf Quarrycast custom crown moulding at Entry & Grand Stair Landing (details D/ID-901.1 & D,E/ID-993.3). 2' - 10" high x 9" wide x 4' - 0" straight lengths plus 4 - 90° premoulded outside corners, 2 - 135° premoulded outside corners and 2 end caps.
- B. 22 sf Quarrycast custom wall panels with staggered joint pattern at Entry (detail D/ID-901.1), typical panel size is 12" wide x 11' - 0" high with left and right conditions.
- C. 53 lf Quarrycast custom door trim at Entry (detail D/ID-901.1 & 10/ID-993). 1' - 0" high x 3" wide x 4' - 0" straight lengths plus 2 - 90° premoulded inside corners, 2 - 135° premoulded outside corners.
- D. 118 lf Quarrycast custom baseboard (detail 11/ID-993). 1' - 4" high x 3" wide x 4' - 0" straight lengths and curved lengths (R3' - 0 5/8") plus 7 - 90° premoulded outside corners.
- E. 64 lf Quarrycast custom window surround trims at 2nd Floor Windows (detail 10/ID-993). 1' - 4" high x 3" wide x 4' - 0" straight lengths plus 6 - 90° premoulded inside corners.
- F. 183 lf Quarrycast custom baseboard (detail 12/ID-993). 10" high x 1" wide x 4' - 0" straight lengths and curved lengths (1 radius only) plus 16 - 90° premoulded outside corners.
- G. 2 ea Quarrycast custom angled pilasters @ Entry Doors (detail D/ID-901.1). 11" wide x 5" deep x 10' - 0" high (2 tiers).
- H. **Deleted**
- J. 462 lf Quarrycast custom surround trim at Rotunda (detail 9/ID-993). 8" wide x 1 1/2" deep x 4' - 0" straight lengths & curved lengths (2 radii maximum) with straight vertical jambs (with plinth bases) and curved top header components including 28 - 90° premoulded inside corners.
- K. 45 sf Quarrycast flat veneer panels at 1st and 2nd Floor Surround Soffits by Rotunda (detail 1/ID-901), maximum panel size is 36" x 48" x 5/16" thickness, panels to be field cut to suit site conditions.



Quote No: 126-25419 rev D
Date: 24 May 2016

- L. 131 sf Quarrycast custom soffit panels with recessed trim at 2nd Floor ceiling (detail 1/ID-162), 2' - 4" wide x 14' - 0" curved length x 1" high including reduced size panels at location of Won Pocket Door at 1 soffit location (2 pieces / unit).
- M. 37 lf Quarrycast custom surround trim at Lobby (details 9/ID-993 & A/ID-902.1), 8" wide x 1 1/2" deep x 4' - 0" straight lengths with straight vertical jambs (with plinth bases) and straight top header components including 2 - 90° premoulded inside corners.
- N. 330 lf Quarrycast custom surround trim at 1st and 2nd Floor Elevator Doors (details B&D/ID-903 & 9/ID993), 8" wide x 1 1/2" deep x 4' - 0" straight lengths with straight vertical jambs (with plinth bases) and straight top header components including 28 - 90° premoulded inside corners.
- P. 4 ea Quarrycast custom hip wall panels with recessed trim at 1st Floor Elevator Lobby (detail B/ID-903), 3' - 0" wide x 9' - 0" high x 1" deep (1 piece / unit).
- Q. 135 lf Quarrycast custom crown moulding at 1st and 2nd Floor Elevator Lobbies (detail 14/ID-993), 7" high x 4" wide x 4' - 0" straight lengths plus 20 - 90° premoulded outside corners.
- R. 2 ea Quarrycast custom soffit panels with raised hip trim at 1st Floor Elevator Lobby (detail B/ID-903):
1 @ 2' - 10" wide x 6' - 10" long x 1" high (1 piece / unit)
1 @ 3' - 0" wide x 5' - 10" long x 1" high (1 piece / unit)
- S. 52 lf Quarrycast custom wall panels with staggered block pattern at 1st and 2nd Floor Elevator Lobby walls (details B to E/ID-903), typical panel size is 9' - 0" high x 1' - 8" wide including 20 - 90° premoulded outside corners.
- T. 4 ea Quarrycast custom side wall panels with raised hip trim by niches at 1st Floor Elevator Lobby (detail L/ID-903), 2' - 4" wide x 9' - 0" high x 1" deep (1 piece / unit).
- U. 2 ea Quarrycast custom ceiling panels with raised hip trim by niches at 1st Floor Elevator Lobby (detail L/ID-903), 2' - 6" wide x 2' - 10" long x 1" deep (1 piece / unit).



Quote No: 126-25419 rev D
Date: 24 May 2016

- V. 34 If Quarrycast custom surround trim at Camellia's Lounge (details 9/ID-993 & B/ID-904), 8" wide x 1 1/2" deep x 4' - 0" straight lengths & elliptically curved lengths (2 radii) with straight vertical jambs (with plinth bases) and elliptically curved top header components including 2 - 90° premoulded inside corners.
- W ***Deleted (Wood by others)***
- X. 81 If Quarrycast custom elliptically curved baseboard at Camellia's Lounge (detail D/ID-904), 8 7/8" high x 3/4" wide x 4' - 0" elliptically curved lengths (3 radii maximum) including 4 "U" shaped locations by niches (21 pieces).
- Y. 30 If Quarrycast custom curved curb trim by railing at Rotunda (detail B/ID-993.4B), 11 1/4" high x 2 1/4" wide x 4' - 0" curved lengths (1 radius) - (8 pieces).
- Z. 28 If Quarrycast custom curved top cap by railing at Rotunda (detail B/ID-993.4B), 1" high x 8" wide x 4' - 0" curved lengths (1 radius) - (7 pieces).
- AA. 25 If Quarrycast custom curved fascia by railing at Rotunda (detail B/ID-993.4B), 1' - 9 1/2" high x 7 1/2" wide x 4' - 0" curved lengths (1 radius) - (7 pieces).
- AB. 18 If Quarrycast custom curved top cap by railing at Monumental Stair (detail A/ID-993.4A), 4" high x 8" wide x 4' - 0" curved lengths (1 radius only) - (5 pieces).
- AC. 18 If Quarrycast custom curved fascia by railing at Monumental Stair (detail A/ID-993.4A), 3' - 0 3/4" high x 1' - 4 1/2" wide x 4' - 0" curved lengths (1 radius only) included 2 custom end pieces.
- AD. 68 If Quarrycast custom curved stringer & trim by railing at Monumental Stair (detail C/ID-993.4A), "L" shaped profile, 4" high x 8" wide x 4' - 6" curved lengths (4 radii maximum), straight lengths and 4 sloped length conditions (16 pieces)..
- AE. 68 If Quarrycast custom curved fascia by railing at Monumental Stair (detail C/ID-993.4A), 2' - 0" high x 4" wide x 4' - 6" curved lengths (16 unique conditions) plus 4 - 90° premoulded inside corners (4 unique conditions).
- AF. 37 If Quarrycast custom stringer & trim by railing at Monumental Stair (detail E/ID-993.4A), 4" high x 4 3/8" wide x 4' - 6" straight & sloped lengths (9 pieces).



Quote No: 126-25419 rev D
Date: 24 May 2016

- AG. 4 ea Quarrycast custom newel post by Monumental Stair (details A and B/ID-993.4):
2 @ 4' - 0" high x 1' - 8" wide x 1' - 6" deep with left and right conditions (2 pieces / unit).
2 @ 4' - 0" high x 6" wide x 1' - 6" deep with left and right conditions (2 pieces / unit).
- AH. 15 lf Quarrycast custom stringer & trim by landing at Monumental Stair (detail F/ID-993.4A). 4" high x 1 1/4" wide x 4' - 0" straight lengths (4 pieces).
- AJ. 42 lf Quarrycast custom wall panels with staggered brick pattern at Grand Stair (details D and E/ID-993.3). 5' - 8" high x 4' - 6" wide x 1" deep including 4 - 90° premoulded outside corners and 2 - 90° premoulded inside corners.
- AK. **Deleted (Wood by others)**
- AL. 2 ea Quarrycast custom rectangular shaped column covers with staggered joint pattern by Main Entry (details B & C/ID-901.1), 2' - 8" wide x 12" deep x 25' - 4" ht. (4 tiers) including custom base, 38" wide x 18" deep x 16" high;
note - custom capital to be wood (by others).
- AM. 254 sf Quarrycast flat veneer panels at walls by surround openings at Rotunda at 1st and 2nd floor levels (detail 1/ID-901), panels to be maximum 36" x 48" x 5/16" thickness, panels to have openings by locations of Won Pocket Doors:
8 @ 1' - 8" wide x 9' - 0" high (1st floor level) - 3 pieces / unit
8 @ 1' - 8" wide x 10' - 0" high (2nd floor level) - 3 pieces / unit

FOR A TOTAL SUM OF (US Dollars).....\$341,900.00
Material Included, Crating & Freight Included, Taxes Extra



Quote No: 126-25419 rev D
Date: 24 May 2016

Separate Price #1 (Interior GFRG vaulted components):

TO SUPPLY ONLY THE FOLLOWING IN FORMGLAS GFRG, GLASSFIBRE REINFORCED GYPSUM TO BE FIELD FINISHED:

AM. 2 ea GFRG custom "handkerchief" vaulted ceiling at 1st Floor Level Elevator and 2nd Floor Level Elevator Lobby Ceilings (details B and D.ID-903):

1 @ 8' - 3" wide x 1' - 10" rise x 23' - 6" long at 1st Floor Level (9 pieces / unit).

1 @ 8' - 3" wide x 1' - 10" rise x 22' - 8" long at 2nd Floor Level (9 pieces / unit).

FOR A TOTAL SUM OF (US Dollars).....\$24,200.00

Material Included, Crating & Freight Included, Taxes Extra

Note: 1. We have quoted our Quarrycast components that are tagged on the ID drawings as material finish SF-08.

For a Project Total of USD \$366,100.00
(Freight INCLUDED) Taxes Extra to be remitted by Buyer

Formglas will supply the above quantities only. any additional material will be charged for
Excluded: Mock-ups, finishing materials, installation and hardware, engineering, sound deadening insulation, material formulated with recycled content for LEED credit contribution and provision for union labor for installations, unless otherwise noted.

Surface Quality: Standard for Material as published or custom as referred to above

Production time required to complete order, based upon the backlog as of today's date is **14 to 16 weeks** after receipt of written approval of shop dwgs and any custom samples – **transit time is extra.**

Where custom molds and/or layout shop drawings are required, customer is to promptly provide Formglas with all relevant CAD dwg files required for Formglas to commence and complete shop drawings in a timely manner.

Partial (progress) shipments can be arranged where required but could involve extra charges

Freight included: Carriage Paid to Job Site 3 shipments maximum.

Down payment: 30% with Order

Terms: 30 Days OAC Note: Formglas may submit monthly progress billings for engineering, tooling, and/or finished goods stored, at its discretion.

Quote is valid for 90 days. Price firm for orders scheduled for shipment within 180 days of date first written above unless otherwise noted.

All orders subject to Formglas' standard Terms and Conditions of Sale.

Quote is based on ID drawings dated 09/10/2015 (MOD #1 revision).

Local Contact:	Tom Rochester (SEA)
Company:	Southeastern Architectural Systems
Phone:	704 896-5805
Email:	tomr@seas-lr.com

PURCHASERS ACCEPTANCE

By:

Date:

Per Company

Print Name

The quantity, price, terms, and conditions of sale referred to above are hereby accepted
Please address Purchase Order to Formglas Products Ltd

Kim Brown

From: Kim Brown <kbrown@bennetthospitality.com>
Sent: Sunday, September 4, 2016 11:21 PM
To: James Clements
Cc: Brian Rinehart; Karen Jenkins; Woody Faust; Dooley, Alec; Kim Brown; Melissa Pense; Denney, Brandon; jfaulkinberry@lbatlanta.com; Starcevic, Nicholas
Subject: Re: 630 / Marion Square / Arriscraft/FormGlas/Wood Review

I think the pricing is needed before the call as this will be the first question Mike asks

Kim

Sent from my iPhone

On Sep 4, 2016, at 4:55 PM, James Clements <jclements@matrixse.com> wrote:

DCI

This is a good step but it doesn't make sense to me to price anything out until you have a quick call with Mike and Kim. Pls do it on Tuesday and update us.

We don't have time to go through a pricing exercise unless Mike and Kim are on board. At the same time, BBC will break out the work that stays stone and hopefully we can get that portion released right away.

Did you look at Venetian Plaster as another possible alternate?

Jim Clements
 Matrix Program Management Services, LLC
 D. 704-676-9996
 C. 704-905-1165
www.matrixse.com

From: Brian Rinehart <brinehart@designcontinuuminc.com>
Date: Thursday, September 1, 2016 at 6:03 PM
To: James Clements <jclements@matrixse.com>, Jennifer Faulkinberry <jfaulkinberry@lbatlanta.com>, Karen Jenkins <kjenkins@designcontinuuminc.com>, Kim Brown <kbrown@bennetthospitality.com>, Alec Dooley <adooley@Balfourbeattyus.com>, Nick Starcevic <NStarcevic@Balfourbeattyus.com>, Brandon Denney <BDenney@Balfourbeattyus.com>, Woody Faust <wfaust@designcontinuuminc.com>
Subject: 630 / Marion Square / Arriscraft/FormGlas/Wood Review

Good afternoon,

Attached, please find our review exercise to determine how we might reallocate finish materials without sacrificing design impact and keep moulding profiles the same.

Big picture breakdown:

1. The two structural columns in the main entry, and the pilasters in 1st and 2nd floor elevator lobbies as well as the adjacent walls in 1st floor elevator lobby are still clad in Arriscraft block and hopefully we can achieve some sort of base profile in the same material at this location. A matching material base will lend credibility to the story we're trying to tell.
2. All base board in the main entry, rotunda will convert to wood, paint/glazed.
3. The casing above the entry doors will convert to wood, paint/glaze to match moulding profile 9/ID-993
4. All stair curb/ stringer/ newels/ paneled fascia on balcony/ new paneled wainscot (see 3/ID-993.2 SIM.) on monumental stair landing and up stair to casing at rotunda cased opening will convert to wood, paint/glaze.
5. The crown at 1st and 2nd floor elevator lobbies will convert to wood, paint/glaze.
6. The base on 2nd floor elevator lobby will convert to wood, paint/glaze.
7. The curb and interior rotunda oculus fascia will convert to wood, paint/glaze.
8. All broad cased openings at rotunda, entries to elevator lobbies will convert with their casings to FormGlas and will not have any panel mould, just a butt-joint horizontal kerf as shown in A/ID-901.

Please review the attached and above and let us know if you have any questions.

Thanks,
Brian

Brian Rinehart
Project Director
Design Continuum, Inc.
44 Broad Street NW
Suite 310
Atlanta, GA 30303
P (404) 266-0095
F (404-266-8252)
brinehart@designcontinuuminc.com
<http://www.designcontinuuminc.com>

Kim Brown

From: Kim Brown <kbrown@bennetthospitality.com>
Sent: Sunday, September 4, 2016 11:21 PM
To: James Clements
Cc: Brian Rinehart; Karen Jenkins; Woody Faust; Dooley, Alec; Kim Brown; Melissa Pense; Denney, Brandon; jfaulkinberry@lbatlanta.com; Starcevic, Nicholas
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Subject: 630 / Marion Square / Arriscraft/FormGlas/Wood Review

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Thanks,
Brian

Brian Rinehart
Project Director
Design Continuum, Inc.
44 Broad Street NW
Suite 310
Atlanta, GA 30303
P (404) 266-0095
F (404-266-8252)
brinehart@designcontinuuminc.com
<http://www.designcontinuuminc.com>

Pieniak, Shanti

From: James Clements <jclements@matrixse.com>
Sent: Friday, June 15, 2018 8:00 AM
To: Starcevic, Nicholas
Cc: Simonton, David
Subject: Ballroom Doors

Meeting with Mike and Kim this am.

What's the rough breakout for the ballroom doors?

Jim Clements
Matrix Program Management, LLC
322 Prince St.
Georgetown, SC
D. 704.676.9996
C. 704.905.1165

jclements@matrixse.com
https://urldefense.proofpoint.com/v2/url?u=http-3A__www.matrixse.com&d=DwlGaQ&c=eapt7ST1afUS6LykE1MB9bfkdYfSLNUVF7M5AC_OmtM&r=h7D9X0UPNNiM9I9rjvZmMAI8Resp7JgNWACnbZLFqQY&m=kzCxpP1gmnydR9uADL_1EYV1wEC8sTHeSlxNEPYqFug&s=knzUxj8Wi9Vd8VAB3WBGC0oW5v8tk6Nc_-goj7_UIME&e=

Sent from my iPhone. Please excuse any typos.

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 # 246R1
SI 67 Elevator Cab Finishes

Dear Ms. Brown:

We are submitting, herewith, our Request for Change Order # 246R1 in the amount of ~~Thirty one thousand one hundred fifty-seven (\$31,157.12)~~ ^{10/5} ~~Two thousand one hundred~~ ^{10/5} ~~thirty one thousand one~~ ^{10/5} ~~hundred fifty-seven (\$31,157.12)~~ to provide additional work in accordance with the following qualifications:

^{10/5} ~~Balfour Beatty to provide elevator cab finishes as shown on sheet ID-903.2 issued in Supplemental Instructions 067.~~ ^{10/5} ~~\$2,185.72~~

- 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~~ ^{10/5} ~~\$27,331.00~~
 - Furnish and install 32 DI 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.

^{10/5} 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.

^{10/5} ~~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:

Melissa Pense
Marty Wall
Jennifer Faulkinberry
Jim Clements
Woody Faust
David Simonton
Nick Starcevic

RCO # 246R1 - File

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 15
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

Total Markups

RCO Total

~~\$29,393.51~~

\$1,763.61

\$31,157.12

2,062.00

123.72

15 \$ 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:



Kim Brown, Library Associates, LLC

Date:

RCO# 246R1

MSH – RCO 246R1

Page 3 of 3

R - 6610

Pieniak, Shanti

From: Starcevic, Nicholas
Sent: Wednesday, October 24, 2018 9:07 AM
To: Pieniak, Shanti
Cc: Hotelat Marion
Subject: FW: RCO 268

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

Build to Last
 Lean. Expert. Trusted. Safe.

From: Jennifer Faulkinberry [mailto:JFaulkinberry@lpbatlanta.com]
Sent: Wednesday, October 24, 2018 9:03 AM
To: James Clements <jclements@matrixse.com>; Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>; Buck Lindsay <BLindsay@lpbatlanta.com>
Cc: Woody Faust <wfaust@dciatl.com>; Alyssa Foster <afoster@dciatl.com>; Kim Brown <kbrown@bennetthospitality.com>; Simonton, David <dsimonton@balfourbeattyus.com>
Subject: Re: RCO 268

I reconfirm my ruling. The allowance applies to doors, NOT bars, millwork or cabinets.

Jennifer Faulkinberry, Architect
 344 West Pike Street
 Lawrenceville, GA 30046
 w.770.407.5786
 C.770.241.2473
jfaulkinberry@lpbatlanta.com

----- Original message -----

From: James Clements <jclements@matrixse.com>
Date: 10/24/18 8:56 AM (GMT-05:00)
To: "Starcevic, Nicholas" <NStarcevic@Balfourbeattyus.com>, Jennifer Faulkinberry <JFaulkinberry@lpbatlanta.com>, Buck Lindsay <BLindsay@lpbatlanta.com>
Cc: Woody Faust <wfaust@dciatl.com>, Alyssa Foster <afoster@dciatl.com>, Kim Brown <kbrown@bennetthospitality.com>, Buck Lindsay <BLindsay@lpbatlanta.com>, "Simonton, David" <dsimonton@balfourbeattyus.com>
Subject: Re: RCO 268

Nick

I disagree. Apparently the AOR does as well. I was in the precon meetings for two years and I assure you the only discussion was doors – nothing to do with bars.

Jennifer / Buck

If you feel differently, please let us know and we will put this behind us. Otherwise please reconfirm your ruling. The Owner needs to take steps to get the work completed.

Jim Clements
C 704-905-1165
O 704-676-9996
jclements@matrixse.com

From: Nick Starcevic <NStarcevic@Balfourbeattyus.com>
Date: Monday, October 22, 2018 at 8:56 AM
To: James Clements <jclements@matrixse.com>, Jennifer Faulkinberry <JFaulkinberry@lpbatlanta.com>
Cc: Woody Faust <wfaust@dciatl.com>, Alyssa Foster <afoster@dciatl.com>, Kim Brown <kbrown@bennetthospitality.com>, Buck Lindsay <BLindsay@lpbatlanta.com>, Dave Simonton <dsimonton@balfourbeattyus.com>
Subject: RE: RCO 268

Jim

The Clarifications and Assumptions obviously include MT-03 – MT-08 in the Division 5 – Metals Allowance. If you don't want us to include it in RCO 268, please let us know how or which allowance to reconcile it against.

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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From: James Clements [<mailto:jclements@matrixse.com>]
Sent: Sunday, October 21, 2018 4:33 PM
To: 'Jennifer Faulkinberry' <JFaulkinberry@lpbatlanta.com>
Cc: Woody Faust <wfaust@dciatl.com>; Alyssa Foster <afoster@dciatl.com>; Kim Brown <kbrown@bennetthospitality.com>; Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>; 'Buck Lindsay' <BLindsay@lpbatlanta.com>
Subject: RE: RCO 268

Jennifer

Based upon Nick's response and my view of the facts of the matter, I personally see no reason for WLA's ruling to change. However in an effort to further demonstrate that the basis of the Special Door Allowance was in fact based upon doors, I offer the attached summary of allowances contained in the BBC GMP Book. Please note Item #4 references only doors. There is no reference to other substrates. The Camelia Bar is obviously not included.

On behalf of Library Associates, LLC, I request WLA once and for all advise its ruling and if so inclined confirm BBC's accountability for the costs and delay impact in the failure to deliver the scope of RCO 268 in a timely manner.

Jim Clements
Matrix Program Management Services, LLC

O. 704-676-9996
C. 704-905-1165
jcllements@matrixse.com

From: James Clements
Sent: Thursday, October 18, 2018 10:42 AM
To: Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>
Cc: JFaulkinberry (JFaulkinberry@lpbatlanta.com) <JFaulkinberry@lpbatlanta.com>; Simonton, David <dsimonton@balfourbeattyus.com>; Spano, Tim <timspano@Balfourbeattyus.com>; kbrown@bennethospitality.com;
Woody Faust <wfaust@dciaatl.com>
Subject: Re: RCO 268

Nick

I'll defer to Jennifer to respond but as I have previously responded this is a door allowance. No other substrate is referenced in the narrative.

Jim Clements
Matrix Program Management, LLC
322 Prince St.
Georgetown, SC
D. 704.676.9996
C. 704.905.1165

jcllements@matrixse.com
www.matrixse.com

Sent from my iPhone. Please excuse any typos.

On Oct 18, 2018, at 10:36 AM, Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com> wrote:

Jennifer,

You did not quote the entire clarification so I attached it below. The 2nd half of the Division 5 – Metals clarification clearly states the **allowance includes** MT-03 thru MT-08, GL-02 thru GL-04 **as identified on ID-002 drawing**. Below is the description of MT-04 and MT-08 from the GMP ID-002. MT-04 is the bar die and MT-08 is the back bar display doors. The items are both expressly included in the allowance and we will not proceed without an executed change order.

<image002.jpg>

<image004.png>

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

<image006.jpg>

<image010.jpg>

From: Jennifer Faulkinberry [<mailto:JFaulkinberry@lpsatlanta.com>]**Sent:** Thursday, October 18, 2018 9:41 AM**To:** Simonton, David <dsimonton@balfourbeattyus.com>; 'Jim Clements (jcllements@matrixse.com)'<jcllements@matrixse.com>; Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>; Spano, Tim<tims Spano@Balfourbeattyus.com>; Kim Brown (kbrown@bennetthospitality.com) <kbrown@bennetthospitality.com>;Woody Faust <wfaust@dciaatl.com>**Subject:** RCO 268

Team,

Attached RCO 268 assumes the Camellias Lounge bar metalwork is part of the allowance, however this is not the case. The attached clarifications refer specifically to, "custom entry doors at the Ballrooms, Prefunction, Camellias Lounge, Bridal Suite and Lobby areas." This covers actual doors, and does not represent metal on millwork, cabinets or bars. The metalwork on the bar is part of the original GMP scope.

Therefore, we are rejecting RCO 268 as submitted. BBC, please revise and resubmit this RCO with the bar metalwork in the GMP and not part of the door allowance.

Thank you,

Jennifer G. Faulkinberry**Winford Lindsay Architect**

344 West Pike Street

Lawrenceville, GA 30046

jfaulkinberry@lpsatlanta.com

direct 770.407.5786

fax 770.407.5817

cell 770.241.2473

Pieniak, Shanti

From: James Clements <jclements@matrixse.com>
Sent: Friday, August 10, 2018 12:20 PM
To: Starcevic, Nicholas
Cc: Kim Brown
Subject: Fwd: 182.6
Attachments: BBC RCO 182.pdf; ATT00001.htm

Nick

Kim sent me the attached this morning.

Thanks

Jim Clements
Matrix Program Management, LLC
322 Prince St.
Georgetown, SC
D. 704.676.9996
C. 704.905.1165

jclements@matrixse.com
www.matrixse.com

Sent from my iPhone. Please excuse any typos.

Begin forwarded message:

From: Kim Brown <kbrown@bennetthospitality.com>
Date: August 10, 2018 at 10:42:23 AM EDT
To: James Clements <jclements@matrixse.com>

Jim

Here is the RCO

Kim

Pieniak, Shanti

From: Starcevic, Nicholas
Sent: Friday, December 2, 2016 9:27 AM
To: James Clements
Cc: Brian Rinehart; Karen Jenkins; JFaulkinberry (JFaulkinberry@lpbatlanta.com); Kim Brown; Spano, Tim; Alec Dooley (adooley@Balfourbeattyus.com)
Subject: HMS - Elevator and Quarrycast Allowance Summary
Attachments: HMS - Elevator Finish Summary 12 02 16.pdf; HMS - QC and Formglass Allowance 12 02 16.pdf; HMS - Allowance Reconciliation 12 02 16.xlsx

Jim,

See attached work sheet and individual pdf's for elevator finish and quarry cast. Summary below.

Interior Quarrycast / Formglass Revisions – See tab 2

- ROM pricing to change QC / Formglass to L5 and Trim - \$301,729.00. This is shown at the bottom under "alternates".
 - o NET RCO - **\$51,729.00**

Elevator Finish – See tab 4

- Gold Standard – includes standard return panel add. Swing panel will be add.
- Custom Bronze – \$114,335 includes the "swing return" panel option.
 - o If "Standard Return" is desired, deduct \$10,522
 - o If custom bronze is not desired on the return panel, deduct \$56,716

Call me if you need any modifications or have any questions.

Nick Starcevic | Project Manager

mobile: 704-361-3265 | email: NStarcevic@Balfourbeattyus.com

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Pieniak, Shanti

From: Starcevic, Nicholas
Sent: Monday, August 6, 2018 1:01 PM
To: Hotelat Marion
Subject: Jim Clements voicemail
Attachments: voicemail-608.m4a; ATT00001.txt

Changing his mind on how to reconcile the allowance after he provided direction last week.

Pieniak, Shanti

From: James Clements <jclements@matrixse.com>
Sent: Friday, July 13, 2018 7:18 AM
To: Starcevic, Nicholas
Cc: Simonton, David; Kim Brown
Subject: RCO #182.5 Custom Entry Doors
Attachments: CCF07132018_00002.pdf

Importance: High

Nick

Enclosed please find executed change order 182.6. You will note that I have removed the qualification language suggested by BBC. Though we have included the same or similar language on past change orders, it is unnecessary for this change order because of the facts surrounding the door allowance, the history of the door allowance and the inclusive nature of the change order itself.

BBC informed the Owner on May 21, 2018 that the completion of the Ballroom Doors is critical to the opening of the Hotel. As such, please proceed expeditiously with the work. The Owner is prepared to assist in any way possible. Should BBC delay in any way with the undertaking of the Ballroom Door work, the Owner will proceed with appropriate remedies under the contract documents.

Jim Clements
Matrix Program Management Services, LLC

O. 704-676-9996
C. 704-905-1165
Jclements@matrixse.com

Pieniak, Shanti

From: James Clements <jclements@matrixse.com>
Sent: Tuesday, June 5, 2018 8:16 PM
To: Starcevic, Nicholas; Woody Faust
Cc: 'Kim Brown'; Pieniak, Shanti; Brent McDonald; Alyssa Foster; Simonton, David; Spano, Tim
Subject: RE: 630 / Marion Square / Accordion Doors @ Bar 148

Nick

Thanks for the response. Obviously we disagree on the status of things but surely realize the need to get this done.

To this end, I'd like to get us on the phone with DCI to review any open matters and fill in your blanks.

Woody and Nick

I am free Thursday from 9AM to 10AM and Friday between 9AM and 1PM. Pls pick a time and let's get this resolved. Any correspondence between now and then to open matter will shorten Friday's call.

Nick

On a related matter, we have reviewed the RCO for the temporary ballroom doors and reject it. We disagree with BBC's position the Owner is responsible for the delay and need for these temporary doors. We maintain BBC created the situation and should take responsibility for mitigating the damage.

Jim Clements
 Matrix Program Management Services, LLC

O. 704-676-9996
 C. 704-905-1165
 Jclements@matrixse.com

From: Starcevic, Nicholas [mailto:NStarcevic@Balfourbeattyus.com]
Sent: Tuesday, June 5, 2018 3:06 PM
To: James Clements <jclements@matrixse.com>
Cc: 'Kim Brown' <kbrown@bennetthospitality.com>; Woody Faust <wfaust@dciatl.com>; Pieniak, Shanti <SPieniak@Balfourbeattyus.com>; Brent McDonald <Brent@BundyMcDonald.com>; Troy Cook <troy@rclfinc.com>; Alyssa Foster <afoster@dciatl.com>; Simonton, David <dsimonton@balfourbeattyus.com>; Spano, Tim <timspano@Balfourbeattyus.com>
Subject: RE: 630 / Marion Square / Accordion Doors @ Bar 148

Jim

We appreciate the timely response, as well. Ideally, we would get a clean set of documents to price with the VE'd and desired finishes, but since the design is still incomplete we will do as requested. The goal was to get the ballroom doors released and the subcontractors working on shop drawings for the balance of the package, but we can reconcile the allowance at once. All of the doors require shop drawings so reconciling the allowance as submitted would be a jump start on that process. That being said we need information if you wish not to carry allowances within the change order.

Camellias – hardware package. Are we to include heading set 79 from the specifications in the pricing? Our assumption is this is not coordinated with the ID drawings based on finish discrepancies.

Bridal – hardware package. Are we to include heading set 69 from the specifications in the pricing? Our assumption is this is not coordinated with the ID drawings based on finish discrepancies.

And we need to correct a few items in your response below.

1. Ballroom hardware is included as defined in the change order. DCI's submittal comments are no longer valid because certain aspects were rejected in the RCO (i.e. escutcheons)
2. There seems to be confusion about the last hardware schedule submittal. After revising the submittal package 5 times for design changes, we felt it would be more timely and efficient to submit the hardware schedule and heading schedules, and use the previously submitted cut sheets to save the project time. Including an updated cut sheet package would have only further delayed the submittal and ultimately the release of the hardware.
3. BBC did not request approval on an incomplete or incorrect package. We were trying to get the frames and hardware released since it was delaying the project as noted in the delay notification 14, submitted 6/27/17. Keep in mind the hardware schedule was originally submitted June of 2015 so the repeated design changes were the reason you requested an "approved as noted" package.
4. Camellias – BBC will provide what is on the drawings. Is heading set 79 accurate?
5. Bridal – BBC will provide what is on the drawings. Is heading set 69 accurate?
6. We have submitted this RCO multiple times now. As noted in my attached email on 5/22/18, the designed is not and has not been finalized. As we have noted, the current documents are not what is priced. We did our best to fill in the gaps with reasonable allowances to get the package released to help the schedule. If you want to fill in those gaps, we will send it out for pricing.

Thanks,

Nick Starcevic

Project Mgr | Balfour Beatty

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From: James Clements [<mailto:jclements@matrixse.com>]

Sent: Tuesday, June 5, 2018 8:01 AM

To: Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>

Cc: 'Kim Brown' <kbrown@bennetthospitality.com>; Woody Faust <wfaust@dciatl.com>; Pieniak, Shanti <SPieniak@Balfourbeattyus.com>; Brent McDonald <Brent@BundyMcDonald.com>; Troy Cook <troy@rcifinc.com>; Alyssa Foster <afoster@dciatl.com>

Subject: Re: 630 / Marion Square / Accordion Doors @ Bar 148

Thanks, Alyssa. We appreciate DCI's timely response.

Nick

We also need to resolve the hardware caveats in BBC's specialty door proposal.

I asked Woody why BBC would be carrying a hardware allowance, as I don't know how we can order doors if we don't know what the hardware configuration is (ballroom doors excluded)? Woody's comment is as follows:

Jim
First, remember that the hardware submittal was somewhat contentious. It was submitted to us as large document of typed lists without any cut sheets or product data. We had to search the internet to determine what each item was. When we completed our redlines we were told that it needed to go back "Approved as Noted" even though there were massive corrections, if not there would be a delay to the project. I have attached a pdf copy, it is low resolution so you won't be able to print.

The Camelia Lounge entry hardware was selected and released with the original hardware by DCI. In the Cook & Boardman submittal you can look at the mark-up on page 108, heading #79. They had listed an unknown push pull and we corrected to Rocky Mountain. They call the remainder of the hardware to be by the door supplier. I assume by that they meant the lockset, closers, hinges, edge thumb latch bolts and silencers. We would not have selected these components as they are not part of the decorative hardware we are responsible for. I am not sure what BBC has in mind for the door and frame, the intent is for it to be curved and follow the ellipse. I have also attached a photo of a curved storefront. Then there is decorative metal panels attached.

The Bridal Room closet door 216B we have noted as missing from the door hardware schedule on page 2 at the bottom. Cook and Boardman missed several doors from the plan which we caught. Since it was an approved as noted they never followed up with additional submittals. I can only assume that even with my comments they never picked these up.

Nick

In view of the open hardware matters, this RCO remains incomplete as we cannot fully evaluate and act upon this RCO. Please have C&B complete the change order back up and BBC resubmit it. BBC's submission of this RCO is years late.

Jim Clements
 C 704-905-1165
 O 704-676-9996
jclements@matrixse.com

From: Alyssa Foster <afoster@dciatl.com>
Date: Monday, June 4, 2018 at 6:29 PM
To: Troy Cook <troy@rclfinc.com>, Nick Starcevic <NStarcevic@Balfourbeattyus.com>
Cc: James Clements <jclements@matrixse.com>, Kim Brown <kbrown@bennetthospitality.com>, Woody Faust <wfaust@dciatl.com>, "Pieniak, Shanti" <SPieniak@Balfourbeattyus.com>
Subject: 630 / Marion Square / Accordion Doors @ Bar 148

Troy,

Please see attached PDF with the full elevation of the door and isolated metal screen elevation for a pricing exercise. There will be a quantity of 16 in the project, the metal work will be layered on top of glass and be double sided, 8 doors, double sided to a total of 16 metal pieces. If you and your team could price the attached.

DCI will release this drawing to your team in CAD once the millwork pieces have been confirmed by the millworking house.

ick- DCI has had to alter the screen design to work with the soffit that has been built. The soffit was not built per noted millwork shop drawings. We will send you a revised screen design and plan layout tomorrow.

Thank you,

Alyssa Foster, LEED GA
Project Designer

*****PLEASE NOTE NEW OFFICE ADDRESS, NEW EMAIL ADDRESS AND WEB ADDRESS LISTED BELOW*****

All effective beginning Tuesday, May 1, 2018.

DESIGN CONTINUUM, INC.

260 Peachtree Street NW, Suite 650

Atlanta, GA 30303

P(404) 266-0095

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Pieniak, Shanti

From: James Clements <jclements@matrixse.com>
Sent: Tuesday, September 27, 2016 8:26 PM
To: Starcevic, Nicholas
Cc: Karen Jenkins; Jennifer Faulkinberry; Brian Rinehart; Kim Brown
Subject: RE: 630 / Marion Square / Pecky Cypress Samples

Nick

Please get the pricing from Otis right away. We need a decision on this. Keep in mind we paid 6 figures for the "Gold Standard" in the GMP already.

Jim Clements
Matrix Program Management Services, LLC
 O. 704.676.9996
 C. 704.905.1165
 jclements@matrixse.com
 www.matrixse.com

From: Brian Rinehart [mailto:brinehart@designcontinuuminc.com]
Sent: Tuesday, September 27, 2016 4:27 PM
To: Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>; Kim Brown <kbrown@bennetthospitality.com>; James Clements <jclements@matrixse.com>
Cc: Karen Jenkins <kjenkins@designcontinuuminc.com>; Jennifer Faulkinberry <JFaulkinberry@lpbatlanta.com>
Subject: RE: 630 / Marion Square / Pecky Cypress Samples

Brian Rinehart
 Project Director

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 44 Broad Street NW, Suite 310
 Atlanta, GA 30303
 P(404) 266-0095
brinehart@designcontinuuminc.com
www.designcontinuuminc.com
 facebook | instagram | twitter

Nick,

Karen and I met earlier today on the metal finishes for both the Ballroom door fretwork and elevator bronze.

We were not in favor of the brushed finish on the fretwork as it holds fingerprints and wondered if it was because the metal had no coating. Despite this, we prefer this fretwork be executed in a polished finish with some sort of top coating

– not sure what. Also, the sample received had rough edges and we'd like to make sure the the final has either lightly eased edges or at least smoothed. Given the complexity of this particular door we're wanting to see a complete corner mock-up of this door that has all components.

Regarding the elevator door metal we've chosen the sample of 60/40 Satin Bronze with Gunderlin standard – medium oxidization and clear lacquer finish (see attached scan). We're also asking if Kim & Jim had received the image of the St. Regis elevator door etching that Karen sent last week. The image showed how our design might be reversed with what was to be polished is now brushed and only the linework design is polished.

Please take a look at the attached and above and let us know what you're able to find out.

Thanks.
Brian

From: Starcevic, Nicholas [mailto:NStarcevic@Balfourbeattyus.com]
Sent: Tuesday, September 27, 2016 3:42 PM
To: Brian Rinehart <brinehart@designcontinuuminc.com>
Cc: Karen Jenkins <kjenkins@designcontinuuminc.com>
Subject: RE: 630 / Marion Square / Pecky Cypress Samples

Brian,

What were your thoughts on the stainless fretwork? There is a sizable VE opportunity with stainless so I'm having Tate price the Camelia's doors as nickel clad with a VE for stainless. Just want to make sure we are spinning our wheels...

Nick Starcevic | Project Manager

mobile: 704-361-3265 | email: NStarcevic@Balfourbeattyus.com
Balfour Beatty Construction | 306 Meeting St. Suite 300, Charleston, SC 29401

www.balfourbeattyus.com | [Facebook](#) | [Twitter](#) | [YouTube](#) | [LinkedIn](#)



From: Brian Rinehart [mailto:brinehart@designcontinuuminc.com]
Sent: Wednesday, September 21, 2016 2:53 PM
To: Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>
Cc: Karen Jenkins <kjenkins@designcontinuuminc.com>
Subject: 630 / Marion Square / Pecky Cypress Samples

Nick,

We just received the sample box with the Ballroom metal fretwork, the 4 metal samples from OTIS and, the 3 samples of the pecky cypress.

What are the samples of pecky cypress ? Are any of these the sinker cypress that Mike has used in his other property ? Will we be receiving that sample ?

Please let us know.

Thanks.
Brian

Brian Rinehart
Project Director

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Atlanta, GA 30303
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brinehart@designcontinuuminc.com
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facebook | instagram | twitter

Pieniak, Shanti

From: James Clements <jclements@matrixse.com>
Sent: Monday, July 2, 2018 12:18 PM
To: Starcevic, Nicholas
Cc: Simonton, David
Subject: Re: Ballroom Doors JIM please read

Thanks, David

Nick

Did you send me a revised 182 netting out the door allowance against the door allowance?

Jim

On Jul 2, 2018, at 10:26 AM, Simonton, David <dsimonton@balfourbeattyus.com> wrote:

David Simonton
 VP Operations | Charleston, SC
 Balfour Beatty Construction
 Mobile: 512-391-9273

Begin forwarded message:

From: "Starcevic, Nicholas" <NStarcevic@Balfourbeattyus.com>
Date: June 28, 2018 at 10:51:02 AM EDT
To: Kim Brown <kbrown@bennetthospitality.com>, James Clements <jclements@matrixse.com>, Woody Faust <wfaust@dciaatl.com>
Cc: "Simonton, David" <dsimonton@balfourbeattyus.com>, Jennifer Faulkinberry <JFaulkinberry@lpbatlanta.com>, "Spano, Tim" <timsSpano@Balfourbeattyus.com>, "Dooley, Alec" <adooley@Balfourbeattyus.com>, "Dean, Pat" <pdean@balfourbeattyus.com>
Subject: RE: Ballroom Doors

Kim – see attached. This is what you are looking for, correct?

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

<image001.jpg>

<image003.jpg>

From: Kim Brown [<mailto:kbrown@bennetthospitality.com>]

Sent: Thursday, June 28, 2018 10:42 AM

To: Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>; James Clements <jclements@matrixse.com>; Woody Faust <wfaust@dciaatl.com>

Cc: Simonton, David <dsimonton@balfourbeattyus.com>; Jennifer Faulkinberry <JFaulkinberry@lpbatlanta.com>; Spano, Tim <tims Spano@Balfourbeattyus.com>; Dooley, Alec <adooley@Balfourbeattyus.com>

Subject: RE: Ballroom Doors

Thanks for the email Nick On the attachment one of the emails references the cook and boardman quote but the actual quote was not attached Can you attach

Kim

From: Starcevic, Nicholas [<mailto:NStarcevic@Balfourbeattyus.com>]

Sent: Thursday, June 28, 2018 8:37 AM

To: James Clements <jclements@matrixse.com>; Woody Faust <wfaust@dciaatl.com>

Cc: Simonton, David <dsimonton@balfourbeattyus.com>; Kim Brown <kbrown@bennetthospitality.com>; Jennifer Faulkinberry <JFaulkinberry@lpbatlanta.com>; Spano, Tim <tims Spano@Balfourbeattyus.com>; Dooley, Alec <adooley@Balfourbeattyus.com>

Subject: RE: Ballroom Doors

Jim

No revision necessary. Cook and Boardman will include the pulls at no additional cost, see attached. Feel free to mark it up appropriately.

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

<image007.jpg>

<image008.jpg>

From: James Clements [<mailto:jclements@matrixse.com>]

Sent: Tuesday, June 19, 2018 4:53 PM

To: Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>; Woody Faust <wfaust@dciaatl.com>

Cc: Simonton, David <dsimonton@balfourbeattyus.com>; Kim Brown <kbrown@bennetthospitality.com>; Jennifer Faulkinberry <JFaulkinberry@lpbatlanta.com>; Spano, Tim <tims Spano@Balfourbeattyus.com>; Dooley, Alec <adooley@Balfourbeattyus.com>

Subject: RE: Ballroom Doors

Okay, send the updated RCO when complete. Pls copy all.

Thank you

Jim Clements
Matrix Program Management Services, LLC

O. 704-676-9996

C. 704-905-1165

jcllements@matrixse.com

From: Starcevic, Nicholas [<mailto:NStarcevic@Balfourbeattyus.com>]

Sent: Tuesday, June 19, 2018 4:48 PM

To: James Clements <jcllements@matrixse.com>; Woody Faust <wfaust@dciaatl.com>

Cc: Simonton, David <dsimonton@balfourbeattyus.com>; Kim Brown <kbrown@bennetthospitality.com>; Jennifer Faulkinberry <JFaulkinberry@lpbatlanta.com>; Spano, Tim <timspero@Balfourbeattyus.com>; Dooley, Alec <adooley@Balfourbeattyus.com>

Subject: RE: Ballroom Doors

Jim

I copied your email below. We have no problem applying the allowance to this RCO, but C&B does not have the lever Woody references, They are working to confirm their pricing is good with the lever and will advise ASAP.

And the handling is not completely in C&B's number. We'll need to get a forklift, operator and some labor to help unload and get the doors to the basement.

"Nick

Thanks again for sending the RCO. Woody will be sending comments shortly. In the meantime, as the scope of this change order specifically excludes all doors other than the ballroom doors I wish to credit the allowance against these costs. The balance of the doors will then be reconciled with the remaining allowance balance.

I do have one question regarding installation. BBC has included \$1,150 for loading, receiving and clean up. Is this not a part of the C&B installation costs of \$4,425?

Jim Clements

C 704-905-1165

O 704-676-9996

jcllements@matrixse.com"

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

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

From: James Clements [<mailto:jclements@matrixse.com>]

Sent: Tuesday, June 19, 2018 2:30 PM

To: Woody Faust <wfaust@dciaatl.com>; Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>

Cc: Simonton, David <dsimonton@balfourbeattyus.com>; Kim Brown <kbrown@bennetthospitality.com>; Jennifer Faulkinberry <JFaulkinberry@lpbatlanta.com>; Spano, Tim <timsSpano@Balfourbeattyus.com>; Dooley, Alec <adooley@Balfourbeattyus.com>

Subject: Re: Ballroom Doors

Thanks, Woody

Jennifer

Please confirm the door rating and hardware function are acceptable.

Jim Clements

C 704-905-1165

O 704-676-9996

jclements@matrixse.com

On 6/19/18, 2:20 PM, "Woody Faust" <wfaust@dciaatl.com> wrote:

Jim / Nick

I have reviewed the attached ballroom door submittal for the description of the style of the door and the visual appearance of the hardware. WLA will need to comment on the rating of doors and function of hardware. The Mozambique and mahogany doors are correct. The hardware from Sargent should be supplied with the Grant Park lever H010. Other specs on hardware appear correct including finish 10B

Regards,
Woody

Norwood Faust
President

DESIGN CONTINUUM, INC.

260 Peachtree St. NW, Suite 650

Atlanta, GA 30303

P(404) 266-0095

wfaust@dciaatl.com

[https://urldefense.proofpoint.com/v2/url?u=http-](https://urldefense.proofpoint.com/v2/url?u=http-3A__www.designcontinuuminc.com&d=DwlGaQ&c=eapt7ST1afUS6LykE1MB9bfkdYfSLNUVF7M5AC_Om)

[3A__www.designcontinuuminc.com&d=DwlGaQ&c=eapt7ST1afUS6LykE1MB9bfkdYfSLNUVF7M5AC_Om](https://urldefense.proofpoint.com/v2/url?u=http-3A__www.designcontinuuminc.com&d=DwlGaQ&c=eapt7ST1afUS6LykE1MB9bfkdYfSLNUVF7M5AC_Om)

[tM&r=h7D9X0UPNNiM9I9rvZmMAI8Resp7jgNWACnbZLFqQY&m=P0c3JntzhN7Sy38-](https://urldefense.proofpoint.com/v2/url?u=http-3A__www.designcontinuuminc.com&d=DwlGaQ&c=eapt7ST1afUS6LykE1MB9bfkdYfSLNUVF7M5AC_Om)

[Sp7ISW8lwfpWBxN1jHv5jvH8Uo&s=W5IsxqLKIn8dcZMOHYnqtXXTJF-jgFFJYKCBoeipLcc&e=](https://urldefense.proofpoint.com/v2/url?u=http-3A__www.designcontinuuminc.com&d=DwlGaQ&c=eapt7ST1afUS6LykE1MB9bfkdYfSLNUVF7M5AC_Om)

facebook | instagram | twitter

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

From: James Clements <jclements@matrixse.com>

Sent: Tuesday, June 19, 2018 7:10 AM

To: Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>

Cc: Simonton, David <dsimonton@balfourbeattyus.com>; Kim Brown <kbrown@bennetthospitality.com>; Woody Faust <wfaust@dciaatl.com>; Jennifer Faulkinberry

<JFaulkinberry@lpbatlanta.com>; Spano, Tim <timspero@Balfourbeattyus.com>; Dooley, Alec <adooley@Balfourbeattyus.com>

Subject: Re: Ballroom Doors

Thanks, Nick

Woody and Jennifer. I have a meeting with Kim at 1PM today. I'd like your feedback prior to that time if at all possible.

Thank you

Jim Clements
C 704-905-1165
O 704-676-9996
jclements@matrixse.com

On 6/18/18, 9:54 PM, "Starcevic, Nicholas" <NStarcevic@Balfourbeattyus.com> wrote:

Jim

As requested see attached. Please make sure DCI reviews the hardware in the quote for accuracy.

Thanks,

Nick Starcevic
Project Mgr | Balfour Beatty
O: (843) 974-4590 | C: (704) 361-3265
E: nstarcevic@balfourbeattyus.com | <http://www.balfourbeattyus.com>
306 Meeting Street, Suite 300, Charleston, SC 29401

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

From: James Clements [mailto:jclements@matrixse.com]
Sent: Monday, June 18, 2018 9:40 AM
To: Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>
Cc: Simonton, David <dsimonton@balfourbeattyus.com>; Kim Brown <kbrown@bennetthospitality.com>; Woody Faust <wfaust@dciaatl.com>; Jennifer Faulkinberry <JFaulkinberry@lpbatlanta.com>
Subject: Re: Ballroom Doors

Nick

Feel free to keep the same RCO number. We can revise it to add the balance of the doors

Woody/Jennifer

We will need your review for scope.

Jim Clements
C 704-905-1165
O 704-676-9996
jclements@matrixse.com

On 6/17/18, 8:08 PM, "Starcevic, Nicholas" <NStarcevic@Balfourbeattyus.com> wrote:

Ok. Since Camellias is an unknown at this point, I'll break it out.

Nick Starcevic | Balfour Beatty Construction
Cell: 704.361.3265

> On Jun 17, 2018, at 2:55 PM, James Clements <jclements@matrixse.com> wrote:

>

> Nick

>

> If it will be more than a week for reconciliation of the door allowance, pls prepare a breakout RCO to expedite the ballroom doors for Kim and Mike's review.

>

> Jim Clements

> Matrix Program Management Services, LLC

>

> O. 704-676-9996

> C. 704-905-1165

> Jclements@matrixse.com

>

> -----Original Message-----

> From: Starcevic, Nicholas [mailto:NStarcevic@Balfourbeattyus.com]

> Sent: Friday, June 15, 2018 8:09 AM

> To: James Clements <jclements@matrixse.com>

> Cc: Simonton, David <dsimonton@balfourbeattyus.com>

> Subject: Re: Ballroom Doors

>

> \$110,000.

>

> Nick Starcevic | Balfour Beatty Construction

> Cell: 704.361.3265

>

>> On Jun 15, 2018, at 8:00 AM, James Clements <jclements@matrixse.com> wrote:

>>

>> Meeting with Mike and Kim this am.

>>

>> What's the rough breakout for the ballroom doors?

>>

>> Jim Clements

>> Matrix Program Management, LLC

>> 322 Prince St.

>> Georgetown, SC

>> D. 704.676.9996
>> C. 704.905.1165
>>
>> jclements@matrixse.com
>> https://urldefense.proofpoint.com/v2/url?u=http-
3A__www.matrixse.com&d=DwlGaQ&c=eapt7ST1afUS6LykE1MB9bfkdYfSLNUVF7M5AC_OmtM&r=h7D
9X0UPNNiM9I9rjvZmMAI8Resp7jgNWACnbZLFqQY&m=kzCxpP1gmnydR9uADL_1EYV1wEC8sTheSlxNEP
YqFug&s=knzUxj8Wi9Vd8VAB3WBGC0oW5v8tk6Nc_-goj7_UIME&e=
>>
>> Sent from my iPhone. Please excuse any typos.

<11. 25 Quote_Ballroom Frames.pdf>

<6. Hotel at Marion Square Quote Back-Up 5-24-18 (002).pdf>

Pieniak, Shanti

From: James Clements <jclements@matrixse.com>
Sent: Tuesday, May 22, 2018 8:25 AM
To: Starcevic, Nicholas
Cc: Simonton, David; 'Brent McDonald (Brent@BundyMcDonald.com)'; Whbundy; Kim Brown; wfaust@designcontinuuminc.com; 'Jennifer Faulkinberry'; 'Buck Lindsay'
Subject: RE: Ballroom Doors

Nick

Respectfully, in no discussion was it ever mentioned the ballroom door installation was driving the completion schedule to December 18. It wasn't until the receipt of the 4 May schedule that we observed this impact. I would have thought BBC was more sensitive to priorities as well as its responsibility to represent the Owner's best interests.

After two years of precon, if BBC had an issues with the specialty door spec, that would have been the time to bring it up and not three years later.

The design school was an option Woody offered because BBC could find a metal grill manufacturer. I did offer to set the meeting up for you. I never heard back from you.

I do not recall the Team rejecting Tate's pricing. In fact I do not recall a fully complaint Specialty Door or Metal Grill allowance RCOs to review.

Lastly, as of last week you (BBC) advised we would have the RCO pricing this week. Obviously that didn't contemplate waiting for a meeting with the design school.

When will we receive the RCOs?

Jim Clements
 Matrix Program Management Services, LLC

O. 704-676-9996
 C. 704-905-1165
 Jclements@matrixse.com

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

From: Starcevic, Nicholas [mailto:NStarcevic@Balfourbeattyus.com]
 Sent: Monday, May 21, 2018 5:24 PM
 To: James Clements <jclements@matrixse.com>
 Cc: Simonton, David <dsimonton@balfourbeattyus.com>
 Subject: RE: Ballroom Doors

Jim

The release of the doors has been a topic in each OAC for a while so I'm surprised you didn't know they are still being priced. If you want to issue a CCD, that would help speed up the RCO process, but we noted in the last couple meetings that the recently approved stain submittal was necessary to finalize pricing. The door and hardware package has changed so many times that it is probably important to provide a timeline all of the design changes, submittals, and RCOs to get the team on the same page.

There also seems to be a misunderstanding about BBC not being able to get the "specified" doors. BBC priced the doors as drawn last year and advised the design team that it wouldn't meet the rating. However, the Interior Design documents didn't meet code so that is a design issue.

You mentioned on the OAC a few weeks back that you would set up a call or meeting with the Charleston Design School(maybe school of the arts??) to discuss the fretwork at Camellias entry. This arose because the design team rejected Tate's pricing and felt there were other vendors that could provide a better number. "CHS" is an abbreviation for "Charleston", sorry for the confusion.

Thanks,

Nick

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

From: James Clements [mailto:jclements@matrixse.com]
Sent: Monday, May 21, 2018 1:07 PM
To: Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>
Cc: Simonton, David <dsimonton@balfourbeattyus.com>
Subject: RE: Ballroom Doors

Nick

Those doors are critical to the completion schedule. As we discussed they are fire doors. We've issued almost 20 CCDs to keep things moving. I would have gladly done one for the ballroom doors had I known no order was placed. An allowance provides entitlement to the change and we had already VE'd the doors because BBC couldn't get the ones specified. All that is left is cost.

What ironworker and what is CHS? I thought you had all that worked out with Renaissance? The only blacksmith I know is Robert Thomas. He is the one that made the canopy brackets and he has never received a contract from BBC for that scope. I don't recall recommending him for anything on doors.

Jim Clements
Matrix Program Management Services, LLC

O. 704-676-9996
C. 704-905-1165
Jclements@matrixse.com

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

From: Starcevic, Nicholas [mailto:NStarcevic@Balfourbeattyus.com]
Sent: Monday, May 21, 2018 12:32 PM
To: James Clements <jclements@matrixse.com>
Cc: Simonton, David <dsimonton@balfourbeattyus.com>
Subject: RE: Ballroom Doors

Jim

Not yet, we got the approved stain 2 weeks ago and C&B just received vendor pricing for the doors and hardware. We're expecting it tomorrow and I'll flip it to the owner ASAP.

Have you set up a meeting with the ironworker Matrix recommended in CHS to review the Camellias doors? We will be carrying Tate's pricing for those doors in the Allowance reconciliation.

When the stained doors that are in our contract are released, we'll provide delivery dates once received from C&B and Maimon.

Thanks,

Nick

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

From: James Clements [mailto:jclements@matrixse.com]
Sent: Monday, May 21, 2018 10:39 AM
To: Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>
Cc: Simonton, David <dsimonton@balfourbeattyus.com>
Subject: Ballroom Doors

Are they ordered?

Jim Clements
Matrix Program Management, LLC
322 Prince St.
Georgetown, SC
D. 704.676.9996
C. 704.905.1165

jclements@matrixse.com
https://urldefense.proofpoint.com/v2/url?u=http-
3A__www.matrixse.com&d=DwIFAg&c=eapt7ST1afUS6LykE1MB9bfkdYfSLNUVF7M5AC_OmtM&r=h7D9X0UPNNiM9I9rj
vZmMAI8Resp7jgNWACnbZLFqQY&m=Ym3xu0YB_TxHSaB5tX-J7s_bu44LayQ5Lc7utI_sHmI&s=MOg-
QeOYHaZW4ncfeXHlJlY1X1d1fl21m902j0sPD-M&e=

Sent from my iPhone. Please excuse any typos.

Pieniak, Shanti

From: James Clements <jclements@matrixse.com>
Sent: Saturday, June 2, 2018 8:37 PM
To: Starcevic, Nicholas; kbrown@bennetthospitality.com; wfaust@designcontinuuminc.com
Cc: Melissa Pense; Marty Wall; Simonton, David; Spano, Tim
Subject: Re: Camellias Pink Marble - HMS

Nick

Thanks for the follow up. Kim was on the call and agreed to follow up with Mike.

Kim

Can we proceed to install these tops?

Jim Clements
 C 704-905-1165
 O 704-676-9996
 jclements@matrixse.com

From: Nick Starcevic <NStarcevic@Balfourbeattyus.com>
Date: Thursday, May 31, 2018 at 10:57 AM
To: Kim Brown <kbrown@bennetthospitality.com>, James Clements <jclements@matrixse.com>, Woody Faust <wfaust@designcontinuuminc.com>
Cc: Melissa Pense <melissa@bennetthospitality.com>, Marty Wall <mwall@bennetthospitality.com>, Dave Simonton <dsimonton@balfourbeattyus.com>, Tim Spano <tims Spano@Balfourbeattyus.com>
Subject: Camellias Pink Marble - HMS

Team

We looked in the warehouse yesterday and saw only 1 piece greater than 4' long that wasn't cracked. Unfortunately, it was in the back of the warehouse, under 3 or 4 slabs and covered in mastic so its very likely that it is cracked, will be cracked transporting, and/or doesn't match the current stone. Based on the feedback from the onsite meeting, we're going to proceed with what is onsite unless directed otherwise.

Thanks,

Nick

Nick Starcevic | Project Manager
 mobile: 704-361-3265 | email: NStarcevic@Balfourbeattyus.com
 Balfour Beatty Construction | 306 Meeting St. Suite 300, Charleston, SC 29401



Build to Last
Lean. Expert. Trusted. Safe.

Pieniak, Shanti

From: James Clements <jclements@matrixse.com>
Sent: Monday, November 14, 2016 11:00 AM
To: Starcevic, Nicholas
Cc: Jennifer Faulkinberry; Spano, Tim; Brian Rinehart; Karen Jenkins; Kim Brown
Subject: Re: Elevator Entrances and Lobby Cast Stone

Nick

Confirming our discussions on Thursday.

Elevator Finish – Kim asked that we provide she and Mike a sample of the Gold Standard finish the GMP is based upon,, which they will compare to the alternate Otis finish and premium.

Cast Stone – Thanks for the analysis. Mike isn't going to accept such a large premium for the cast stone and trim options and that was before I was reminded of the extra costs to reinforce the walls supporting the Arriscraft. So as discussed, please look at a high level drywall finish with painted wood trim and an alternate for a plaster finish and wood trim. If you will provide an initial analysis of the cost magnitude, hopefully we can agree a design direction. Karen and I spoke Friday and DCI is on board.

Jim Clements
 Matrix Program Management Services, LLC

O. 704-676-9996
 C. 704-905-1165
jclements@matrixse.com
www.matrixse.com

From: James Clements <jclements@matrixse.com>
Date: Monday, October 31, 2016 at 4:41 PM
To: Nick Starcevic <NStarcevic@Balfourbeattyus.com>, Tim Spano <tims Spano@Balfourbeattyus.com>
Cc: Jennifer Faulkinberry <JFaulkinberry@lpbatlanta.com>, Manny Teodoro <MTeodoro@Balfourbeattyus.com>
Subject: Re: Elevator Entrances

Nick

Thanks, Nick. See line 53 of the attached. The spec was never painted. Per Jennifer it has always been bronze. So there should be a credit to go back to bronze (the spec).

Jim Clements
Matrix Program Management Services, LLC

O. 704-676-9996
C. 704-905-1165
jclements@matrixse.com
www.matrixse.com

From: Nick Starcevic <NStarcevic@Balfourbeattyus.com>
Date: Monday, October 31, 2016 at 4:28 PM
To: James Clements <jclements@matrixse.com>, Tim Spano <tims Spano@Balfourbeattyus.com>
Cc: Jennifer Faulkinberry <JFaulkinberry@lpbatlanta.com>, Manny Teodoro <MTeodoro@Balfourbeattyus.com>
Subject: RE: Elevator Entrances

Jim,

See attached email Manny dug up. It appears the team was aware that Otis does not provide the desired bronze cladding so we wrote the Gold Standard into the GMP. I cannot find anything in the GMP referencing a \$133k premium for the Gold Standard from bronze cladding.

Also, Manny was not aware of a \$133k add during precon, but the Otis PM thought it could have been the delta between baked enamel to Gold Standard (he is looking into it).

Call me if you have questions.

Thanks,

Nick Starcevic | Project Manager

mobile: 704-361-3265 | email: NStarcevic@Balfourbeattyus.com
Balfour Beatty Construction | 306 Meeting St. Suite 300, Charleston, SC 29401

www.balfourbeattyus.com | [Facebook](#) | [Twitter](#) | [YouTube](#) | [LinkedIn](#)



From: James Clements [mailto:jclements@matrixse.com]
Sent: Monday, October 31, 2016 12:03 PM
To: Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>; Spano, Tim <tims Spano@Balfourbeattyus.com>
Cc: Jennifer Faulkinberry <JFaulkinberry@lpbatlanta.com>
Subject: FW: Elevator Entrances

Still working to resolve the elevator finish change. See attached

The GMP specs call for a bronze cladding. Somehow we ended up with Otis Gold Standard, which BBC clarified in the GMP however that was an add of \$133K from the spec.

Seems to me we may have the opportunity to go back to the bronze spec and get a credit from Otis for the Gold Standard? Am I missing something?

Jim Clements
Matrix Program Management Services, LLC

O. 704-676-9996
C. 704-905-1165
jcllements@matrixse.com

From: Jennifer Faulkinberry [<mailto:JFaulkinberry@lpbatlanta.com>]
Sent: Monday, October 31, 2016 11:05 AM
To: James Clements <jcllements@matrixse.com>
Subject: RE: Elevator Entrances

Contract Spec (attached) calls for "Bronze Clad"

Contract Clarifications (attached) from BBC call for "Gold Satin" @ Elevs 1-5 and Baked Enamel @ Elev 6

Jennifer G. Faulkinberry, AIA, NCARB
Winford Lindsay Architect
344 West Pike Street direct 770.407.5786
Lawrenceville, GA 30046 fax 770.407.5817
jfaulkinberry@lpbatlanta.com cell 770.241.2473



Sat, Sep 23, 11:41 AM

Pls call me Monday to discuss
the hurricane delay claim.

10 4.

Thu, Oct 5, 11:05 AM

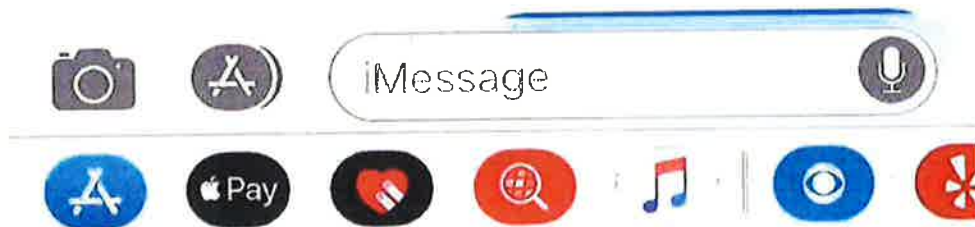
Are you calling in?

Mon, Oct 9, 12:12 PM

Just spoke with Kim and BBC
will have to accept the whole
light fixture order. Suggest you
warehouse them and if inclined
add cost to FFE RCO

10 4. Ill try to get a separate
proposal in the next 24 hours.

Tue, Oct 17, 3:07 PM



James Clements

From: James Clements <jclements@matrixse.com>
Sent: Saturday, August 26, 2017 1:45 PM
To: Starcevic, Nicholas; Kim Brown Bennett Hospitality; Stanton, David
Cc: Dooley, Alec; Spano, Tim; Jennifer Faulkinberry; TWalker@lpbatlanta.com; mwall@bennetthospitality.com
Subject: Re: MSH - RCO 147 - RFI 0682 and 1006 Condensate Pumps
Attachments: FW: MSH - RCO 147 - RFI 0682 and 1006 Condensate Pumps.msg; IMG_2437.JPG

Nick

Respectfully we released the work in writing to expedite the installation. That was the agreement.

To come to us now 10 days later and say the work can't start without an executed change order is unacceptable. This work should have started last week as requested. BBC needs to deal with the subs and we will execute it on Thursday

David

We are working very well together on the RCOs despite BBC still being unable to present one section of precast and stone façade in complete and acceptable form. Maybe it is time to stop processing RCOs until ONSM to prove it can complete the project. It seems to be the only way we get BBC's attention to the growing concern. Jennifer and I inspected the SE façade and it is still unacceptable.

See the attached photo. It's a minor thing but typical of the sloppy erection and quality care to the precast. We have \$1.0M view of the Square from the terrace and the piece number on the end of a piece of precast for all to see. How is BBC going to punch out the precast in these areas? It obviously has to be done.

Jim Clements
Matrix Program Management Services, LLC

O. 704-676-9996
C. 704-905-1165

jclements@matrixse.com

www.matrixse.com

From: Nick Starcevic <NStarcevic@Balfourbeattyus.com>
Date: Saturday, August 26, 2017 at 8:25 AM
To: James Clements <jclements@matrixse.com>, Kim Brown <kbrown@bennetthospitality.com>
Cc: Alec Dooley <adooley@Balfourbeattyus.com>, David Stanton <DStanton@Balfourbeattyus.com>, Tim Spano <tims Spano@Balfourbeattyus.com>, Jennifer Faulkinberry <JFaulkinberry@lpbatlanta.com>, "TWalker@lpbatlanta.com" <TWalker@lpbatlanta.com>, Marty Wall <mwall@bennetthospitality.com>
Subject: Fwd: MSH - RCO 147 - RFI 0682 and 1006 Condensate Pumps

Jim / Kim,

Can this change order be executed Monday or a construction change directive given? The subcontractors will not release the pumps or run the wire without a change order and it's holding up closing ceilings on L6.

Please advise.

Nick Starcevic | Balfour Beatty Construction
Cell: 704.361.3265

Begin forwarded message:

From: "Dooley, Alec" <adooley@Balfourbeattyus.com>
Date: July 7, 2017 at 2:19:52 PM EDT
To: Jennifer Faulkinberry <JFaulkinberry@lpbatlanta.com>
Cc: Kim Brown <kbrown@bennetthospitality.com>, "Marty Wall" <mwall@bennetthospitality.com>, "jclements@matrixse.com" <jclements@matrixse.com>, Taylor Walker <TWalker@lpbatlanta.com>, Bill Richardson <BRichardson@lpbatlanta.com>, "Starcevic, Nicholas" <NStarcevic@Balfourbeattyus.com>, "Stanton, David" <DStanton@Balfourbeattyus.com>, "Spano, Tim" <tims Spano@Balfourbeattyus.com>
Subject: MSH - RCO 147 - RFI 0682 and 1006 Condensate Pumps

Jennifer,

Please see the attached RCO 147 – RFI 0682 and 1006 Condensate Pumps. RFI 0682 added (8) additional condensate pumps to the project. RFI 1006 gave direction for how to pull power to the pumps.

Please provide direction for how we are to proceed.

Alec Dooley | Assistant Project Manager

Mobile: 704.361.3265 | Email: adooley@balfourbeattyus.com
Balfour Beatty Construction | 5000 Sandhills Dr. NE, Atlanta, GA 30328 | www.balfourbeattyus.com

James Clements

From: James Clements <jclements@matrixse.com>
Sent: Thursday, August 17, 2017 8:41 PM
To: Dooley, Alec
Cc: Jennifer Faulkinberry; Kim Brown; Bill Richardson; Taylor Walker
Subject: FW: MSH - RCO 147 - RFI 0682 and 1006 Condensate Pumps
Attachments: RCO 147 - RFI 0682 and 1006 Condensate Pumps.pdf
Importance: High

Alec

Both Bill and Taylor accept the pricing for the addition of these 8 condensate pumps. As the work is necessary to be completed prior to ceiling framing, please proceed with the change.

Jim Clements
Matrix Program Management Services, LLC

O. 704-676-9996
C. 704-905-1165
www.matrixse.com

From: Taylor Walker [mailto:TWalker@lpbatlanta.com]
Sent: Thursday, August 17, 2017 1:47 PM
To: James Clements <jclements@matrixse.com>; Dooley, Alec <adooley@Balfourbeattyus.com>
Cc: Jennifer Faulkinberry <JFaulkinberry@lpbatlanta.com>
Subject: FW: MSH - RCO 147 - RFI 0682 and 1006 Condensate Pumps

From: Taylor Walker
Sent: Friday, July 07, 2017 2:36 PM
To: Jennifer Faulkinberry
Subject: FW: MSH - RCO 147 - RFI 0682 and 1006 Condensate Pumps

I'm good with the mechanical portion of this

From: Dooley, Alec [mailto:adooley@Balfourbeattyus.com]
Sent: Friday, July 07, 2017 2:20 PM
To: Jennifer Faulkinberry
Cc: Kim Brown; Marty Wall [mailto:mwall@bennetthospitality.com]; Melissa Pense; jclements@matrixse.com; Taylor Walker; Bill Richardson; Starcevic, Nicholas; Stanton, David; Spano, Tim
Subject: MSH - RCO 147 - RFI 0682 and 1006 Condensate Pumps

Jennifer,

Please see the attached RCO 147 – RFI 0682 and 1006 Condensate Pumps. RFI 0682 added (8) additional condensate pumps to the project. RFI 1006 gave direction for how to pull power to the pumps.

Please provide direction for how we are to proceed.

DEFENDANT LIBRARY ASSOCIATES, LLC'S

TRIAL EXHIBIT #13

Part 3 of 4

Alec Dooley | Assistant Project Manager

adooley@balfourbeattyus.com

www.balfourbeattyus.com

Balfour Beatty
Construction

July 7, 2017

Ms. Kim Brown
Library Associates, LLC
17 Lockwood Drive
Charleston, SC 29401Project: Hotel at Marion Square
Re: Request for Change Order # 147
RFI 0682 and 1006 Condensate Pumps

Dear Ms. Brown:

We are submitting, herewith, our Request for Change Order # 147 in the amount of Four thousand seven hundred fifty-six (\$4,756.00) to provide additional work in accordance with the following qualifications:

Per RFI 0682, (8) condensate pumps were added to the project. This change order covers the cost for material, equipment, and labor to install (8) condensate pumps.

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. We reserve our right to assess schedule impact from time of approval.

Please contact me with any questions regarding this request for Change Order.

Sincerely,

Alec Dooley
Assistant Project Managercc:
Marry Wall
Melissa Pense
Jim Clements
Jennifer Faulkinberry
Taylor Walker
Bill Richardson
Nick Starevic
Tim Spino
David Stanton

RCO # 147 - File

Balfour Beatty Construction

Hotel at Marion Square

Request for Change Order # 147± RFI 0682 and 1006 Condensate Pumps

The additional work for the RFI 0682 and 1006 Condensate Pumps by Balfour Beatty Construction is hereby approved:

#	Budget Code	Description	Total
1	400.51500000.40	BMCC - Furnish and install condensate pumps.	\$2,112.59
2	400.51600000.40	Watson - Provide power to added condensate pumps.	\$2,423.50

Total Items \$4,536.09

Total Markups \$219.91

RCO Total \$4,756.00

The total Cost to perform the work as described above is an ADD of Four thousand seven hundred fifty-six (\$4,756.00).

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# 147

PROPOSED CHANGE ORDER

Watson Electrical

 3215 Fortune Drive, Suite 109
 North Charleston, South Carolina 29418

CCN #	114
Date:	7/7/2017
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.

Circuiting per RFI 1006 for condensate pumps related to RFI 682.

As directed the power source is to be the closests available 120 volt circuit with capacity for related condensate pump.

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 3 days.
 We will supply and install all materials, labor, and equipment as per your instructions on <CO 114>.

Itemized Breakdown

Description	Qty	Net Price	U	Total Mat.	Labor	U	Total Hrs.
12/2 MC CABLE WITH GROUND	317	417.74	M	132.42	45.00	M	14.27
3/8" CONN SADDLEGRIP DC FOR FLEX / AC-90 / MC	16	76.44	C	12.23	9.00	C	1.44
3/8" CBL SNAP CLOSE CLIP - BTM MNT ON 1/4" FLNG	48	121.11	C	58.13	10.00	C	4.83
WIRE CONN RED	24	10.26	C	2.46	9.00	C	2.16
4x 1 1/2" SQ BOX COMB KO	8	46.67	C	3.73	40.00	C	3.20
4" SQ BLANK COVER	8	16.67	C	1.33	10.00	C	0.80
1/4-20x 3/8 P/H SLOT/PHILLIPS MACHINE SCREW	16	3.06	C	0.49	8.40	C	1.34
HAMMER-ON CLIP TO 1/4" FLANGE W/ 1/4-20 HOLE	16	38.00	C	6.08	9.00	C	1.44
Totals	453			216.89			29.48

Summary

General Materials		216.89
Material Tax (@ 9.000 %)		19.52
Material Total		236.41
JOURNEYMAN (29.48 Hrs @ \$52.00)		1,532.96
FOREMAN @ 15% (4.42 Hrs @ \$55.00)		243.10
MILEAGE (33.90 @ 0.00 @ \$2.50 + 0.000 % + 0.000 % + 0.000 %)		84.75
CONSUMABLES (33.90 @ 0.00 @ \$0.30 + 0.000 % + 0.000 % + 0.000 %)		10.17
Subtotal		2,107.39
Overhead/Markup (@ 15.000 %)		316.11
Subtotal		2,423.50
Final Amount		\$2,423.50

ORIGINAL

PROPOSED CHANGE ORDER**Watson Electrical**3215 Fortune Drive, Suite 109
North Charleston, South Carolina 29418

Client Address

Balfour Beatty Construction306 Meeting Street
Charleston, South Carolina**CCN #****114****Date:**

7/7/2017

Project Name:

Marion Square Hotel

Project Number:

21046

Page Number:

2

CONTRACTOR CERTIFICATION**Name:** _____**Date:** _____**Signature:** _____

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

CLIENT ACCEPTANCE**CCN #: 114****Final Amount: \$2,423.50****Name:** _____**Date:** _____**Signature:** _____**Change Order #:** _____

I hereby accept this quotation and authorize the contractor to perform the work described here.

ORIGINAL



Proposed Change Summary

Project: The Hotel at Marion Square
Location: Charleston, SC

Date: 6/6/17

BMCC Job # 8350248
BMCC PCO # 51

Description: RFI 682 Condensate Pumps

Labor Breakdown					
Std Hrs	From Hrs		Std Rate	From Rate	
0.1	0.0	Project Manager	\$80.00	\$120.00	\$0.00
0.1	0.0	Superintendent (Additional)	\$12.00	\$112.50	\$0.00
0.1	0.0	Foreman (Workmen)	\$21.00	\$76.50	\$0.00
0.4	0.0	Journeyman	\$47.00	\$28.50	\$296.00
0.0	0.0	Start-up Technician	\$88.00	\$141.00	\$0.00
0.1	0.0	BIM Coordinator	\$70.00	\$105.00	\$0.00
0.1	0.0	Detailer - Fabrication	\$43.00	\$79.50	\$0.00
0.1	0.0	Laborer	\$23.00	\$34.50	\$0.00
0.0	0.0	Helper	\$17.00	\$22.50	\$0.00
0.0	0.0	Field Engineer (Tumble Operator)	\$93.00	\$76.50	\$0.00
0.0	0.0	Safety Manager	\$64.00	\$96.00	\$0.00
0.0	0.0	Clean Up	\$14.00	\$21.00	\$0.00
0.0	0.0	Estimator	\$0.00	\$76.50	\$0.00
					Subtotal \$296.00

Field Office Expenses: Water purchased for field employees: OSHA
 Travel/Lodging/Parking/Per-Diem for out-of-town field employees
 Purchasing Expediter/Fab-Coordinator On Site
 Small Tools
 Tool Rental
 Quality Control Owner Instruction
 Consumables & Fuel

calculated
 calculated
 1.7% of labor cost
 0.0% of labor cost
 3.0% of labor cost
 1.75% of labor cost
 5.0% of material cost

Subtotal \$22.05

Overhead & Profit **15.0%** \$4,771

Subtotal Labor \$365.75

Material Breakdown	Item Description	Cost	Tax	Net
Pipe, Valve, Fittings, etc.			\$0.00	\$0.00
Equipment		\$1,408.00	\$115.04	\$1,523.04
Equipment Rental			\$0.00	\$0.00
Permits & Business License Expenses	City of Charleston Tree Structure		\$0.00	\$0.00
Seismic	Chapman		\$0.00	\$0.00
Freight for Prefabricated Assemblies			\$0.00	\$0.00
N-Rex Core Drill	Excluded (to be Submitted Separately)		\$0.00	\$0.00
				Subtotal \$1,523.04

State Sales Tax Rate **8.50%**

Overhead & Profit **15.0%** \$229.15

Subtotal Material & Equipment \$1,752.83

Subcontractor Breakdown	Scope Description	Cost	Total
Sheet Metal	Knight & Wilson		\$0.00
Insulation (Piping & Sheetmetal)	Guy M. Beav		\$0.00
Temperature Controls	Trane		\$0.00
Guestroom Automated System	ECS		\$0.00
Test & Balance	B+ Others		\$0.00
Fire Caulk	Caulking and Seals		\$0.00
			Subtotal \$0.00

Overhead & Profit **15.0%** \$0.00

Subtotal Subcontractor Costs \$0.00

Total Cost \$2,122.59

Schedule Comments: There will be 22 days of schedule extension are necessary as a result of this scope change. However, we reserve the right to re-examine that impact at a later date and request appropriate time cost compensation should the cumulative value of all other scope modifications warrant. No cost comparison with the schedule extension is included in this proposal. It is assumed that incorporation of schedule modifications into the Master Schedule will be used and issued at each pay period and address any associated cost at that time.

Request For Information

Page 1 of 2



Request For Information

Project [13026000] - Hotel at Marion Square **Date** 9/8/2016

Balfour Beatty Construction, LLC
1930 Camden Road
Suite 280
Charlotte, NC 28203
Phone: 704-319-4000
Fax: 704-319-4001

RFI No. 0682

Primary Responder	Jennifer Faulkinberry Winford Lindsay Architect 344 West Pike Street Lawrenceville, GA 30046 Phone: 770-407-5786 Fax: 770-407-5817	Date	9/8/2016
		Status	Closed
CC From	Alec Dooley Balfour Beatty Construction, LLC	Resolved Date	
		Reason for Request	Confirming
		Action Requested	Confirmation
		Probable Cost Effect	T.B.D.
		Probable Time Effect	T.B.D.
		Priority	Medium
		Response Due	9/15/2016

Subject Condensate Pumps Added in BIM Process
Drawing No. M106A, M107A, M108A **Detail No./Paragraph**
CSI Code **Schedule Activity ID**

Information Requested

MOD 6 calls for a EDC International (or Equal) MicroPump II condensate pump with excess water alarm in base of drain pan for the VFCU-2 in the concierge lounge. Due to BIM coordination, condensate pumps will need to be added to

- Concierge Dining HFCU-26
- Food Prep HFCU-27
- Sixth Floor Linen Storage HFCU-10
- Sixth Floor Manager's Apartment VFCU-34
- Sixth Floor Manager's Apartment VFCU-31
- Seventh Floor Manager's Apartment VFCU-31
- Eighth Floor Linen Storage HFCU-12
- Room 848 HFCU-4

Please confirm that adding these condensate pumps is necessary. Please confirm that these new condensate pumps are to be EDC International MicroPump II condensate pumps with an excess water alarm in the base of the drain pan to match the condensate pump for VFCU-2 in the concierge lounge.

Recommendation

Posted to Drawings

Subcontractor Name BMCC
Subcontractor's RFI# 155

Response Information

Responder	Date	Response
Jennifer Faulkinberry	9/9/2016	Confirmed.

Disclaimer

https://secure.constructware.com/Common/ViewDocument_Display.asp?DocumentType=7... 9/9/2016

Request For Information

Page 2 of 2

The Architect/Engineer and/or Owner has issued the attached information in response to the referenced RFI. Should this result in a change of the Scope of your Work, please provide detailed pricing analysis and schedule impact within seven (7) calendar days of receipt of this letter. Failure to submit timely information will constitute a waiver of your right to a change order for the work and may result in the incorporation of the changed work into your subcontract at no cost

Authorized Signature _____ Jennifer Faulkinberry (Winford Lindsay Architect) 9/9/2016
 Printed Name _____ Date _____

Distribution

Recipient	Company	Method	Date
Alec Dooley	Balfour Beatty Construction, LLC	Email: adooley@balfourbeattyus.com	9/8/2016
Brandon Denney	Balfour Beatty Construction, LLC	Email: bdenney@balfourbeattyus.com	9/8/2016
Dan Ricci	Balfour Beatty Construction, LLC	Email: dricci@balfourbeattyus.com	9/8/2016
Jennifer Faulkinberry	Winford Lindsay Architect	Email: jfaulkinberry@ipbatlanta.com	9/8/2016
Jim Clements	Matrix Program Management Services	Email: jclements@matrixse.com	9/8/2016
John Eldridge	Balfour Beatty Construction, LLC	Email: jeldridge@balfourbeattyus.com	9/8/2016
Kim Brown	Library Associates, LLC	Email: kbrown@bennethospitality.com	9/8/2016
Marc Cerino	S&ME, Inc	Email: MCerino@smeinc.com	9/8/2016
Marty Dale	Balfour Beatty Construction, LLC	Email: mdale@balfourbeattyus.com	9/8/2016
Nick Starcevic	Balfour Beatty Construction, LLC	Email: nstarcevic@balfourbeattyus.com	9/8/2016
Ryan Ledford	Balfour Beatty Construction, LLC	Email: Rledford@balfourbeattyus.com	9/8/2016
Tim Spano	Balfour Beatty Construction, LLC	Email: timspano@balfourbeattyus.com	9/8/2016

https://secure.constructware.com/Common/ViewDocument_Display.asp?DocumentType=7... 9/9/2016

Dooley, Alec

From: Jennifer Faulkinberry <JFaulkinberry@lpbatlanta.com>
Sent: Friday, September 09, 2016 2:12 PM
To: Dooley, Alec; Denney, Brandon; Ricci, Daniel; jclements@matrixse.com; Eldridge, Johnny; kbrown@bennetthospitality.com; MCerino@smeinc.com; Dale, Marty; Starcevic, Nicholas; Ledford, Ryan; Spano, Tim
Subject: RE: Hotel at Marion Square - RFI:0682 - Condensate Pumps Added in BIM Process
Attachments: RFI-0682 0-Condensate_Pumps_Added_in.htm
Follow Up Flag: Follow up
Flag Status: Flagged

Confirmed.

Jennifer G. Faulkinberry, AIA, NCARB
Winford Lindsay Architect
344 West Pike Street direct 770.407.5786 Lawrenceville, GA 30046 fax 770.407.5817
jfaulkinberry@lpbatlanta.com cell 770.241.2473

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

From: Alec Dooley [mailto:system@constructware.com]
Sent: Thursday, September 08, 2016 4:04 PM
To: adooley@balfourbeattyus.com; bdenney@balfourbeattyus.com; dricci@balfourbeattyus.com; Jennifer Faulkinberry; jclements@matrixse.com; jeldridge@balfourbeattyus.com; kbrown@bennetthospitality.com; MCerino@smeinc.com; mdale@balfourbeattyus.com; nstarcevic@balfourbeattyus.com; Rledford@balfourbeattyus.com; timspano@balfourbeattyus.com
Subject: Hotel at Marion Square - RFI:0682 - Condensate Pumps Added in BIM Process

Jennifer,

Please see the attached RFI for review.

Thank you,

Alec Dooley | Senior Project Engineer
mobile: 704.614.4907 | email: adooley@balfourbeattyus.com Balfour Beatty Construction | 306 Meeting Street, Suite 300, Charleston, SC 29401 | www.balfourbeattyus.com



EDC International
315 Riggs Street
Oxford, CT 06478
(888) 883-5332 (toll free)
www.edcinternational.com

Paul Amend



133 Southcenter Ct. Suite 1000
Morrisville, NC 27560

Paul,

As requested. The PAN.6000.0 is a 2 piece pump system. This design allows much more flexibility in all installations, particularly where space and orientation can be an issue. I reviewed the cut sheets from Trane. The vertical units will be well served by this type of condensate pump especially noted, if the vertical fan coils are not using the optional base. If this is a sound sensitive area, I highly recommend the acoustic jacket. This accessory will make the pump nearly inaudible.

**PAN.6000.0 "Panther" \$135.00
Optional acoustic Jacket P/N ACC.0056.0 \$27.00
Inline condensate filter, P/N ACC.0038.0 \$14.00**

**John Staber
National Sales Manager**



Jennifer Faulkinberry

From: Jennifer Faulkinberry <JFaulkinberry@lpbatlanta.com>
Sent: Monday, January 28, 2019 4:37 PM
To: Starcevic, Nicholas; Simonton, David
Cc: James Clements; Kim Brown (kbrown@bennetthospitality.com); 'seifert@ShepConsult.com'; Spano, Tim; Buck Lindsay; Marty Wall; rquinlan@hotelbennett.com; Dean, Pat
Subject: RE: Marion Sq - Pay App's 43 & 44-BBC Response 1-22-19 R1

Working on it now....

From: Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>
Sent: Monday, January 28, 2019 10:13 AM
To: Simonton, David <dsimonton@balfourbeattyus.com>; Jennifer Faulkinberry <JFaulkinberry@lpbatlanta.com>
Cc: James Clements <jclements@matrixse.com>; Kim Brown (kbrown@bennetthospitality.com) <kbrown@bennetthospitality.com>; 'seifert@ShepConsult.com' <seifert@ShepConsult.com>; Spano, Tim <tspano@Balfourbeattyus.com>; Buck Lindsay <BLindsay@lpbatlanta.com>; Marty Wall <mwall@bennetthospitality.com>; rquinlan@hotelbennett.com; Dean, Pat <pdean@balfourbeattyus.com>
Subject: RE: Marion Sq - Pay App's 43 & 44-BBC Response 1-22-19 R1

Jim

On Thursday 1/24/19 in the OAC call, you directed Jennifer to review and execute pay application #44. This pay application has been outstanding for almost two months with no official review comments, and after repeated requests for an update we still do not have Pay Application #44 executed by the architect. Until Pay Application #44 is executed, we cannot submit #45. Please advise the status.

Nick Starcevic

Project Manager | Balfour Beatty
 27000 RITA ROAD, J.C. 17000, R12 1255
 E: nstarcevic@balfourbeattyus.com | www.balfourbeattyus.com
 100 Meeting Street, Suite 1800 | Charleston, SC 29403

Balfour Beatty

From: Simonton, David
Sent: Tuesday, January 22, 2019 7:24 PM
To: Jennifer Faulkinberry <JFaulkinberry@lpbatlanta.com>; Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>
Cc: James Clements <jclements@matrixse.com>; Kim Brown (kbrown@bennetthospitality.com) <kbrown@bennetthospitality.com>; 'seifert@ShepConsult.com' <seifert@ShepConsult.com>; Spano, Tim <tspano@Balfourbeattyus.com>; Buck Lindsay <BLindsay@lpbatlanta.com>; Marty Wall <mwall@bennetthospitality.com>; rquinlan@hotelbennett.com; Dean, Pat <pdean@balfourbeattyus.com>
Subject: RE: Marion Sq - Pay App's 43 & 44-BBC Response 1-22-19 R1

Jennifer, Please disregard the original letter sent at 6:28 PM this date and replace with our letter attached as R1. We will mail this letter to your office in addition to this email notice.

Balfour Beatty

Balfour Beatty

R - 6659

To achieve this work, the Owner mobilized approximately 80 painters a day to repaint the guest rooms. This work is also critical to meeting the Hotel opening date. As of this writing, the work continues and it is the Owner's hope to be complete this remedial work by early February.

As a consequence of this deficient work and BBC's unwillingness to correct it, the Owner has received its first invoice from Robins & Morten of \$518, 830 for the repairs to date. The invoice and back up are accessible by the following link:

<https://www.dropbox.com/s/vgxomysj8mtewxy/Invoice%20%231%20%20%26%20Backup%20Bennett%20Hotel.pdf?dl=0>

Pls note the attached does not include invoices for CPI Construction who the Owner has also engaged to assist with painting the guestrooms.

In view of the progress of this owner-furnished work to date, invoices in hand and remaining work to complete, it is the our estimate the remedial repairs could reach in excess of \$1,000,000. Per Article 9.5 - Decisions to Withhold Payment, we recommend withholding funds from Applications For Payment #43(October), #44 (November) and future contractor payment requests to offset these costs incurred to date, as well as anticipated completion costs.

We also consider current open punch list items, including but not limited to the exterior façade of the building, as cause to recommend against further reduction of the contractor's retention until WLA can verify all punch work has been satisfactorily completed.

Jennifer

Jennifer G. Faulkinberry

Wilmington Lindsay Architect

344 West Pike Street

direct 770.407.5786

Lawrenceville, GA 30046

fax 770.407.5817

www.wilmingtonlindsay.com

cell 770.241.2473

Pieniak, Shanti

From: Simonton, David
Sent: Friday, November 2, 2018 11:05 AM
To: Spano, Tim; Ledford, Ryan
Subject: C4 Switch

New plan as of 10:59 AM today.

Watson takes mirror off and verifies neutral is in place and hooks neutral to Clock outlet plug.

At LMI switch location if all neutrals are bundled Watson is to separate bundle which is actually 2 circuits currently tied together, and leave LMI neutral capped then leave both LMI switches un installed and LMI will install the capped neutral to their switch. Watson will not terminate the neutral to LMI switch.

David Simonton
VP Operations | Charleston, SC
Balfour Beatty Construction
Mobile: 512-391-9273

Pieniak, Shanti

From: James Clements <jclements@matrixse.com>
Sent: Tuesday, November 27, 2018 4:19 PM
To: Simonton, David
Cc: Ledford, Ryan; 'Jennifer Faulkinberry'; Spano, Tim; Kim Brown; Marty Wall (mwall@bennetthospitality.com)
Subject: FW: 630 / Marion / Xray sheet for lobby bar
Attachments: 2018-11-14 XRAY Info for ID-804.pdf; ATT00001.htm

Dave

This is the email and attachment. Pls add the cost to xray the restaurant slab the wine cellar

Jim Clements
 Matrix Program Management Company, LLC
 C. 704.905.1165
 T. 704.676.9996
 jclements@matrixse.com

From: James Clements
Sent: Thursday, November 15, 2018 7:03 AM
To: Dave Simonton <dsimonton@balfourbeattyus.com>; Tim Spano <tims Spano@balfourbeattyus.com>; afoster@dciatl.com
Cc: Kim Brown <kbrown@bennetthospitality.com>; Marty Wall <mwall@bennetthospitality.com>; Ryan Quinlan <rquinlan@hotelbennett.com>
Subject: Fwd: 630 / Marion / Xray sheet for lobby bar

Thanks, Alyssa

Dave and Tim

This is the plan with the added xray locations I mentioned in the earlier email.

Jim Clements
 Matrix Program Management Services, LLC

O. 704.676.9996
 C. 704.905.1165
www.matrixse.com

Sent from my iPad

Begin forwarded message:

From: Alyssa Foster <afoster@dciatl.com>
Date: November 14, 2018 at 5:45:34 PM EST
To: James Clements <jclements@matrixse.com>

Pieniak, Shanti

From: James Clements <jclements@matrixse.com>
Sent: Sunday, November 11, 2018 5:26 PM
To: Spano, Tim; Ledford, Ryan
Cc: Simonton, David; Chip Hunnicutt; Chris Smith; Kim Brown; Marty Wall; Ryan Quinlan
Subject: FW: Control 4 room issues

Tim and Ryan

Please see the trailing email of open items for the vanity switches and let us know when Watson can complete their items.

Obviously LMI and Watson need to get in the rooms before BBC completes their punch.

Thank you

Jim Clements
 C 704-905-1165
 O 704-676-9996
 jclements@matrixse.com

From: Chip Hunnicutt <c.hunnicutt@lmsystemsinc.com>
Date: Thursday, November 8, 2018 at 8:22 AM
To: James Clements <jclements@matrixse.com>
Subject: Control 4 room issues

Jim,
 This is a list that Chris sent me this morning of the issues that will need to be addressed by each room. Obviously the rooms that have LMI listed on the issue we will take care of, most of these items will be on either BBC or Watson to correct. We can discuss when you call me today. These notes are not for the entire hotel, just the areas we have been able to check thus far.

- *822 overhead bathroom light switch not working now. It was working before - others
- *823 missing button on the vanity switch. When I first went into this room when Watson was beginning the fix, the switch was in one piece. - others
- *829 missing face plate, needs to be installed - others/ LMI
- *848 cracked face plate in bathroom - done after we installed originally - others
- *Managers apt needs switches - LMI waiting on GC
- *727 needs face plate installed in bathroom - others
- *639 has a damaged face plate - bathroom - prior to our original installation
- *541 needs to have the switches put back in wall - LMI
- *537 needs to have the switches put back in wall - LMI
- *531 is missing the face plate - bathroom - others
- *527 needs to be tested to determine if it is a bad switch or not - LMI needs to test to check Watson's work
- *522 the mirror is not hung back up and I do not know if they are actually done with this room on connecting the neutral. Switches are hanging and no light on the vanity switch.

- *515 gfi outlet is out of the wall by vanity and is tripped. Vanity switch does not have any lights but it would not be getting power right now. I do not know what the issue is - Watson
- *511 switches are in the wall but the vanity switch is not lit up. I do not know if they are complete with this room or not. Watson
- *503 no switches installed in room due to electrical issue when we were installing them originally vanity switch is not working either - LMI/Watson
- *402 overhead light switch not working now. It was working before -bathroom- Watson
- *404 the room does not appear to have been touched. Switches are still in the wall even though vanity switch isn't lit up and button is broken off vanity switch - others
- *407 no power to the bathroom at time of walk-through - Watson
- *409 missing button on vanity switch - others
- *410 vanity switch not working and missing button - others
- *411 missing face plate in bathroom - others
- *422 switches need to be put back in wall - LMI
- *426 overhead light switch not working now. It was working before - bathroom - Watson
- *431 no lights on vanity switch still in wall - Watson
- *433 needs to be put back in wall - LMI
- *348 switches not in due to electrical issue we couldn't figure out at the beginning of the switch installation. We had attempted to have Watson take a look at the room but they were told to not mess with it. - LMI/Watson
- *346 switch is still in the wall but is not working. It is possible the room has not been worked on yet - Watson
- *342 needs to be replaced. Red light on the switch. - LMI
- *331 no power to room switches hanging out - Watson
- *Can't access 326 - BBC
- *324 switch is still in the wall and not working - Watson
- *317 switches hanging - LMI
- *315 missing face plate - others
- *313 to 301 vanity switches not installed. I don't know if the neutral issue has been resolved. It doesn't appear to be fixed due to the same night light issue on the original toggle switches that I have brought up before. - Watson/LMI
- *301 missing keypad due to a 3way wiring issue. Watson/LMI
- *302 missing sw120s due to shortage and then we were told to not install more until the neutral issue was resolved LMI/Watson

We need to have the neutral issue and other wiring issues resolved prior to being able to give a final count. I will have the team work on getting the remaining switches installed if the rooms have had the neutral issue resolved. One of my biggest concerns is getting the switches that were working before Watson touched them working again. I will work with them to see if they broke the switch or if it is just an odd wiring issue. I do not know how far they had gotten with the resolution of the issues.

I will be going over this list with Watson tomorrow so that we may work together to resolve these issues. Jerry the new project lead for Watson is willing to work with us to get this done. BBC still seems to want to throw all of these issues on us even though we had no hand in the wiring of this hotel.

Thanks,

Chip Hunnicutt

Cell: 404-414-1772
 DID: 470-299-5211

Director of Project Management

Professional Service Group

c.hunnicutt@lmsystemsinc.com

ELECTRONICALLY FILED - 2023 May 15 3:39 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Pieniak, Shanti

From: Simonton, David
Sent: Monday, December 17, 2018 1:17 PM
To: Jennifer Faulkinberry
Cc: Nicholas Starcevic (NStarcevic@Balfourbeattyus.com); Tim Spano (timspano@Balfourbeattyus.com); Ryan Ledford (RLedford@Balfourbeattyus.com); Shanti Pieniak (SPieniak@Balfourbeattyus.com); 'James Clements'; Kim Brown; Hilary Wainer; Phue Huynh; Buck Lindsay
Subject: FW: Marion Sq - Missing Light Fixtures
Attachments: Missing Lights in Lobby.pdf; Missing Lights in Private Dining.pdf

Jennifer,

The missing lights you are referencing for the Lobby and Private dining were not installed as the Owner never executed RCO-132 SI 39 Dated June 14, 2017, or RCO 131 SI 44 Dated June 9, 2017.

As you remember when we returned your Electrical punch list we requested that all RCO's that were partially or not accepted by the Owner be removed from the punch list items, and it appears these SI's were overlooked when you edited the punch list.

We hope this clears up the matter.

David Simonton

VP/Operations | Balfour Beatty

O: 512-391-9273 | C: 512-391-9273

E: dsimonton@balfourbeattyus.com | www.balfourbeattyus.com

306 Meeting Street, Suite 300, Charleston, SC 29401

Balfour Beatty

From: Jennifer Faulkinberry [mailto:JFaulkinberry@lpbatlanta.com]

Sent: Thursday, December 13, 2018 7:07 PM

To: Simonton, David <dsimonton@balfourbeattyus.com>

Cc: Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>; Spano, Tim <timspano@Balfourbeattyus.com>; Ledford, Ryan <RLedford@Balfourbeattyus.com>; Pieniak, Shanti <SPieniak@Balfourbeattyus.com>; James Clements <jclements@matrixse.com>; Kim Brown (kbrown@bennetthospitality.com) <kbrown@bennetthospitality.com>; Hilary Wainer <hilary@luxetveritasdesign.com>; Phue Huynh <PHuynh@lpbatlanta.com>; Buck Lindsay <BLindsay@lpbatlanta.com>

Subject: Marion Sq - Missing Light Fixtures

David,

As discussed in our OAC meeting today, the attached highlighted fixtures (on punch list) are not installed and no one on the design team recalls them being deleted for any reason. It is critical that these are installed. Please let us know status.

Thanks,

Jennifer G. Faulkinberry

Winford Lindsay Architect

344 West Pike Street

direct 770.407.5786

Lawrenceville, GA 30046
jfaulkinberry@pbatlanta.com

fax 770.407.5817
cell 770.241.2473

ELECTRONICALLY FILED - 2023 May 15 3:39 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Pieniak, Shanti

From: James Clements <jclements@matrixse.com>
Sent: Thursday, January 10, 2019 5:13 PM
To: Simonton, David; Spano, Tim
Cc: Starcevic, Nicholas; Kim Brown; Marty Wall (mwall@bennetthospitality.com)
Subject: FW: Missing Armoire Switch Relocation
Attachments: IMG_5032.jpg; ATT00001.txt

Dave

Pls have Watson reverse the switches that will be covered up in the three rooms with missing armoires. They are GRs 348,448 and 548. The switches should simply be turned 180 degrees and be accessed in the room before entering the bedroom. No need to patch the drywall but it would be helpful if they can add a blank plate.

Pls charge the cost to the Telkonet - CCD 026

Thank you

Jim Clements
Matrix Program Management Company, LLC
C. 704.905.1165
T. 704.676.9996
jclements@matrixse.com

Pieniak, Shanti

From: James Clements <jclements@matrixse.com>
Sent: Monday, October 29, 2018 8:46 AM
To: Simonton, David
Cc: 'Jennifer Faulkinberry'; 'Buck Lindsay'
Subject: FW: Open Electrical Matters
Attachments: HMS_Vanity Light Switch Notification.pdf

Dave

Just a thought. Would you consider approaching Watson to install the vanity switches that do not require a ground? I can get the spec from LMI or have LMI deliver them FOB jobsite for Watson's account? Surely it is cheaper than the alternative

Jim Clements
 Matrix Program Management Services, LLC

O. 704-676-9996
 C. 704-905-1165
 Jclements@matrixse.com

From: James Clements
Sent: Tuesday, October 23, 2018 4:13 PM
To: Simonton, David <dsimonton@balfourbeattyus.com>
Cc: Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>; Spano, Tim <timspano@Balfourbeattyus.com>; 'Buck Lindsay' <BLindsay@lpbatlanta.com>; Bill Richardson <BRichardson@lpbatlanta.com>; Phue Huynh <PHuynh@lpbatlanta.com>; 'Jennifer Faulkinberry' <JFaulkinberry@lpbatlanta.com>; Kim Brown <kbrown@bennetthospitality.com>; Kim Brown <kbrown@bennetthospitality.com>
Subject: RE: Open Electrical Matters

David

BBC's and Watson's response do not meet the exceptions Buck noted in the attached email on the deficiency.

Pls find the Owner's Letter of Notification.

Jim Clements
 Matrix Program Management Services, LLC

O. 704-676-9996
 C. 704-905-1165
Jclements@matrixse.com

From: Simonton, David <dsimonton@balfourbeattyus.com>
Sent: Monday, October 22, 2018 8:48 PM
To: James Clements <jclements@matrixse.com>
Cc: Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>; Spano, Tim <timspano@Balfourbeattyus.com>
Subject: Fwd: Open Electrical Matters

Resent as requested.

David Simonton
P Operations | Charleston, SC
Balfour Beatty Construction
Mobile: 512-391-9273

Begin forwarded message:

From: "Simonton, David" <dsimonton@balfourbeattyus.com>
Date: October 17, 2018 at 6:53:47 PM EDT
To: James Clements <jclements@matrixse.com>, "Starcevic, Nicholas" <NStarcevic@Balfourbeattyus.com>
Cc: 'Jennifer Faulkinberry' <JFaulkinberry@lpbatlanta.com>, Kim Brown <kbrown@bennetthospitality.com>, "wfaust@dciaatl.com" <wfaust@dciaatl.com>, "Dean, Pat" <pdean@balfourbeattyus.com>, "Tim Spano (timspano@Balfourbeattyus.com)" <timspano@Balfourbeattyus.com>
Subject: RE: Open Electrical Matters

Jim, We have added the relocation of the Concierge light fixture to Watsons work list, even though we feel it is in the correct location.

We do require a dimensioned drawing for your requested relocation of the light fixture.

In regards to the guest room vanity light switch the following is Watsons response, as well as Balfour Beatty response below.

Watson Response:

David,

Our claim is not that we would need to fish to a nearby grounded device as WLA suggests, but that if LMI needs the neutral to make their devices work there is an access panel in the closet ceiling where junction boxes. From the junction box down the framed wall cavity where the switch boxes exist are accessible. The switch boxes are on the wall adjacent to the guestroom closets and are open framing cavities.

Furthermore, we do not see where this is a stated project requirement to exclude the exception to code 404.2 (C) exception 2. We also do not see where the affected walls are insulated. The code referenced by WLA does make exceptions as stated above, therefore we feel we did perform with code compliance.

Respectfully,

Dale J Winovich, LEED AP BD & C
Operations Manager

Jim, as we have previously responded, the electrical system for the vanity light switch is installed per the contract document and provides you with a working system to operate the light.

The light switch you are attempting to install in not in alignment with the current design, therefore is a change to the current contract document and we provide the following solution:

We will add the required Neutral if this is actually what your LV contractor requires, as a Change to the Contract. We will provide a quote to you for this Change, and should you accept, the Owner will be required to deposit the total value of the Change Order funds with a 3rd party trust, mutually acceptable to all parties involved, so that as the change order progresses, we can draw directly from those funds without interruption.

Should you provide the work is not in compliance with the Contract documents, you will still have the rights to reclaim the Change order value
We await your decision on this proposed solution.
Regards,

David Simonton

VP/Operations | Balfour Beatty
O: 512-391-9273 | C: 512-391-9273
E: dsimonton@balfourbeattyus.com | www.balfourbeattyus.com
306 Meeting Street, Suite 300, Charleston, SC 29401

Balfour Beatty

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Lean. Expert. Trusted. Safe.

From: James Clements [<mailto:jclements@matrixse.com>]
Sent: Wednesday, October 17, 2018 10:43 AM
To: Simonton, David <dsimonton@balfourbeattyus.com>; Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>
Cc: 'Jennifer Faulkinberry' <JFaulkinberry@lpbatlanta.com>; Kim Brown <kbrown@bennetthospitality.com>; wfaust@dciaatl.com; Dean, Pat <pdean@balfourbeattyus.com>
Subject: Open Electrical Matters

David

The Owner and consultant team have been patient about getting BBC's response to the relocation of the concierge light fixtures and non-compliance of the vanity light switch installation. At tomorrow's meeting, the Owner and design team need an answer. I believe it to be a reasonable expectation and cannot help but assume any further delay on BBC's (don't care what Watson's view is) position to be interpreted as a rejection by BBC's of their responsibility in the matter.

Jim Clements
Matrix Program Management Services, LLC

O. 704-676-9996
C. 704-905-1165
jclements@matrixse.com

Pieniak, Shanti

From: Simonton, David
Sent: Tuesday, December 11, 2018 12:47 PM
To: 'James Clements'; Starcevic, Nicholas
Cc: Jennifer Faulkinberry; Buck Lindsay; Marty Wall; Barbara DiMatteo; Kim Brown; Tim Spano (timspano@Balfourbeattyus.com); Pat Dean (pdean@balfourbeattyus.com)
Subject: RE: 315 BBC Response 12-11-2018
Attachments: MSH-BBC Response to Additional 3rd Party Room Inspections 12-11-2018.pdf

Jim, please see our attached letter in response to the email requesting additional punch execution in regards to 3rd party inspection.

David Simonton

VP/Operations | Balfour Beatty
 O: 512-391-9273 | C: 512-391-9273
 E: dsimonton@balfourbeattyus.com | www.balfourbeattyus.com
 306 Meeting Street, Suite 300, Charleston, SC 29401



From: James Clements [mailto:jclements@matrixse.com]
Sent: Monday, December 10, 2018 1:27 PM
To: Simonton, David <dsimonton@balfourbeattyus.com>; Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>
Cc: Jennifer Faulkinberry <JFaulkinberry@lpmatlanta.com>; Buck Lindsay <BLindsay@lpmatlanta.com>; Marty Wall <mwall@bennethospitality.com>; Barbara DiMatteo <bdimatteo@bellsouth.net>; Kim Brown <kbrown@bennethospitality.com>
Subject: Fwd: 315

Dave

Confirming our conversation with Marty and Nick at Noon today in room 311, despite the Owner's position to the contrary, BBC asserts they have met their contractual obligations in terms of punch list and standard of care with regard to the guest room finishes.

BBC confirmed it will continue to provide access to the rooms for the Owner's work.

As a result of the disagreement, the Owner now is forced to correct workmanship and quality issues with its own forces.

At Marty's Request, I visited 315 with him and have attached one example of a deficiency found in the room, which BBC declined to visit with us.

Jim Clements
 Matrix Program Management, LLC
 322 Prince St.
 Georgetown, SC

D. 704.676.9996

C. 704.905.1165

jlements@matrixse.com

www.matrixse.com

Sent from my iPhone. Please excuse any typos.

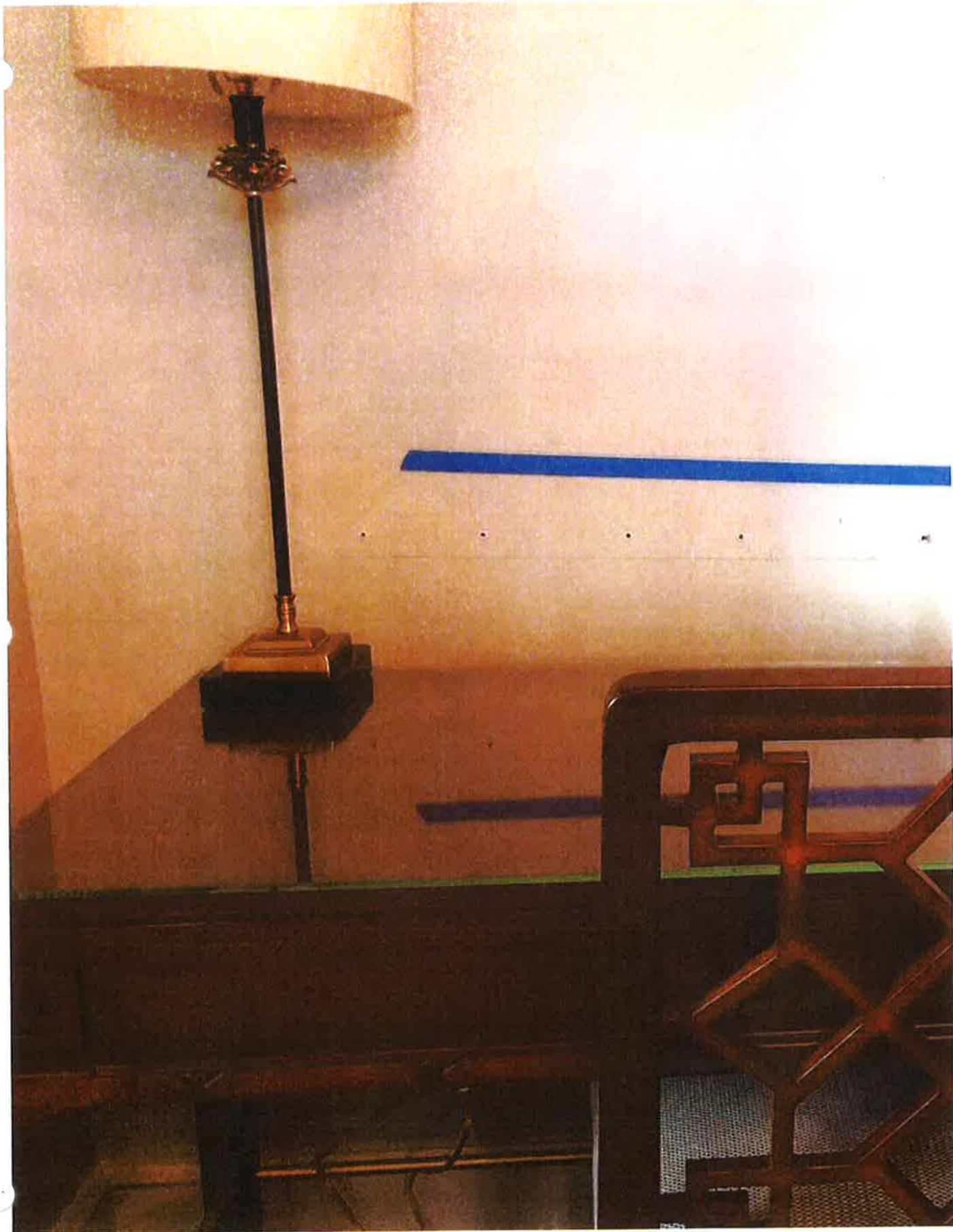
Begin forwarded message:

From: James Clements <jlements@matrixse.com>

Date: December 10, 2018 at 1:02:11 PM EST

To: James Clements <jlements@matrixse.com>

Subject: 315



Jim Clements
Matrix Program Management, LLC
322 Prince St.
Georgetown, SC
D. 704.676.9996
C. 704.905.1165

jclements@matrixse.com
www.matrixse.com

Sent from my iPhone. Please excuse any typos.

Pieniak, Shanti

From: Sloan, Kevin <KSloan@watsonelec.com>
Sent: Thursday, December 6, 2018 1:05 PM
To: Fleming, Jerry
Cc: Spano, Tim; Ledford, Ryan; Simonton, David; Starcevic, Nicholas; Pieniak, Shanti
Subject: Re: Continued Electrical Issues

Tim the problem we're having is Lmi is going into the room and messing with the wiring with in the switches causing electrical issues please help me out with this

Sent from my iPhone

On Dec 6, 2018, at 7:40 AM, Fleming, Jerry <JFleming@watsonelec.com> wrote:

Agreed

Sent from my iPhone

On Dec 6, 2018, at 7:40 AM, Spano, Tim <timspano@Balfourbeattyus.com> wrote:

Per our discussion, all electrical panels are to be locked out so only Watson and myself can access. Thanks

Tim Spano

Senior Project Mgr | Balfour Beatty
 O: 843-974-4590 | C: 813-917-1656
 E: timspano@balfourbeattyus.com | www.balfourbeattyus.com
 306 Meeting Street, Suite 300, Charleston, SC 29401

<image002.jpg>

From: Fleming, Jerry [<mailto:JFleming@watsonelec.com>]
Sent: Thursday, December 06, 2018 7:38 AM
To: Ledford, Ryan <RLedford@Balfourbeattyus.com>
Cc: Sloan, Kevin <KSloan@watsonelec.com>; Spano, Tim <timspano@Balfourbeattyus.com>; Simonton, David <dsimonton@balfourbeattyus.com>; Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>; Pieniak, Shanti <SPieniak@Balfourbeattyus.com>
Subject: Re: Continued Electrical Issues

We went into these rooms and repaired the electrical behind lmi after they installed there switches , and showed them multiple times how to hook up there switches and even taped off the hot and marked it and marked the switch leg for them and they still are having problems installing there switches , What we have been finding are breakers are off and they are saying there is no power , or they are terminating there own switches wrong after Watson has showed them and marked the wires accordingly. Thanks for your time and patience

Sent from my iPhone

> On Dec 6, 2018, at 7:24 AM, Ledford, Ryan

<RLedford@Balfourbeattyus.com> wrote:

>

> For the record, Watson is still going Into guest-rooms to fix wiring issues. I opened 301,706,710,835 today and was told holes may need to be cut in 401. I was told these are all the remaining rooms with issues.

>

> Ryan Ledford

> Balfour Beatty Construction

> 828-490-2395

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For more information please visit <http://www.mimecast.com>

Pieniak, Shanti

From: Simonton, David
Sent: Thursday, November 15, 2018 4:35 PM
To: James Clements
Cc: Woody Faust; Jennifer Faulkinberry; Kim Brown (kbrown@bennetthospitality.com); rquinlan@hotelbennett.com; Spano, Tim; Starcevic, Nicholas
Subject: Re: Crystals Lobby Banquets Lighting

The light will not mount to the Furniture.
 The furniture has to be corrected to the installation instructions for the light to install.
 I'm not sure what position you are referring to?

David Simonton
 VP Operations | Charleston, SC
 Balfour Beatty Construction
 Mobile: 512-391-9273

> On Nov 15, 2018, at 4:15 PM, James Clements <jclements@matrixse.com> wrote:

>

> Thanks, Woody.

>

> Dave

>

> In view of Woody's reference to the GMP drawings, does BBC maintain their position?

>

> Jim Clements

> Matrix Program Management Services, LLC

>

> O. 704-676-9996

> C. 704-905-1165

> Jclements@matrixse.com

>

> -----Original Message-----

> From: Woody Faust <wfaust@dciaatl.com>

> Sent: Thursday, November 15, 2018 3:20 PM

> To: James Clements <jclements@matrixse.com>; Simonton, David <dsimonton@balfourbeattyus.com>

> Cc: Jennifer Faulkinberry <JFaulkinberry@lbatlanta.com>; Kim Brown (kbrown@bennetthospitality.com) <kbrown@bennetthospitality.com>; rquinlan@hotelbennett.com; Spano, Tim <tims Spano@Balfourbeattyus.com>; Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>

> Subject: RE: Crystals Lobby Banquets Lighting

>

> Jim

> Attached is sheet ID-901 from the GMP which shows the sconce in elevation as OSCI. Attached is ID-901 from MOD 3 that shows the sconce and the banquette as OSCI. Attached is the Alger shop drawing of the sconce that was supplied to BBC along with all other Alger shop drawings. Note, that on the shop Alger discusses it being mounted to the banquette and shows that it is a plug in fixture. The fixture was also in the specs that were sent to BBC to bid the FF&E. Last, attached is the approved Corn shop drawing in which we note the sconce, the cut out collar and send Corn the Alger shop to coordinate. I am not sure what else could have been done to document the fixture and install.

> As far as BBC's concern for someone's head the fixtures bottom was planned height enough above the seat that is would be impossible for someone to stand up and hit the bottom, they would need to stand on the seat. When someone's sitting a tall persons head is 4'-6" to 4'-9" off the floor and your head moves forward as you stand. The projection of the seat allows this to meet ADA.

>

> Regards,

> Woody

>

> Norwood Faust

> President

>

> DESIGN CONTINUUM, INC.

> 260 Peachtree St. NW, Suite 650

> Atlanta, GA 30303

> P(404) 266-0095

> wfaust@dciatl.com

> [https://urldefense.proofpoint.com/v2/url?u=http-3A__www.designcontinuuminc.com&d=DwIGaQ&c=eapt7ST1afUS6LykE1MB9bfkdYfSLNUVF7M5AC_OmtM&r=JLQdYEa oUG2oNvVrtQ23J3X2DvQdT3eNVRcgSOoXI5U&m=6ZTU-OLqIWgW-U6GjmATsc1rh6uM_N8xeEGKiB1skXo&s=VHD7wfpBS106woI93gT2imS-7xM24xzVXpLBJIMxU4c&e=](https://urldefense.proofpoint.com/v2/url?u=http-3A__www.designcontinuuminc.com&d=DwIGaQ&c=eapt7ST1afUS6LykE1MB9bfkdYfSLNUVF7M5AC_OmtM&r=JLQdYEa oUG2oNvVrtQ23J3X2DvQdT3eNVRcgSOoXI5U&m=6ZTU-OLqIWgW-U6GjmATsc1rh6uM_N8xeEGKiB1skXo&s=VHD7wfpBS106woI93gT2imS-7xM24xzVXpLBJIMxU4c&e=U6GjmATsc1rh6uM_N8xeEGKiB1skXo&s=VHD7wfpBS106woI93gT2imS-7xM24xzVXpLBJIMxU4c&e=facebook|instagram|twitter)

> facebook | instagram | twitter

>

> -----Original Message-----

> From: James Clements <jclements@matrixse.com>

> Sent: Thursday, November 15, 2018 2:31 PM

> To: Simonton, David <dsimonton@balfourbeattyus.com>; Woody Faust <wfaust@dciatl.com>

> Cc: Jennifer Faulkinberry <JFaulkinberry@lbatlanta.com>; Kim Brown (kbrown@bennetthospitality.com) <kbrown@bennetthospitality.com>; rquinlan@hotelbennett.com; Spano, Tim <tims Spano@Balfourbeattyus.com>; Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>

> Subject: RE: Crystals Lobby Banquets Lighting

>

> Thanks, Dave. I had heard the work was not in BBC scope but I would be remiss if I did not confirm it with Woody to be sure.

>

> Jim Clements

> Matrix Program Management Services, LLC

>

> O. 704-676-9996

> C. 704-905-1165

> Jclements@matrixse.com

>

> -----Original Message-----

> From: Simonton, David <dsimonton@balfourbeattyus.com>

> Sent: Thursday, November 15, 2018 2:27 PM

> To: Woody Faust <wfaust@dciatl.com>; James Clements <jclements@matrixse.com>

> Cc: Jennifer Faulkinberry <JFaulkinberry@lbatlanta.com>; Kim Brown (kbrown@bennetthospitality.com) <kbrown@bennetthospitality.com>; rquinlan@hotelbennett.com; Spano, Tim <tims Spano@Balfourbeattyus.com>; Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>

> Subject: RE: Crystals Lobby Banquets Lighting

>

> Jim, We know where they are at...if you would please review the attached drawings, it is why they are stored in the room.

> The light fixture is not coordinated with the FF&E and the light fixture does not show up on the drawings to be installed by Contractor.

> The furniture was not coordinated or built to receive this light fixture, who ever reviewed and approved the FFE furniture drawing did not review the DW-01 installation drawings or fixture...

> Also, being the tall person that I am, as well as you, how many times will someone sit down and spear the back of their head on leaves hanging down from this fixture, then file a lawsuit, that none of want to be involved in...

>

> David Simonton
 > VP/Operations | Balfour Beatty
 > O: 512-391-9273 | C: 512-391-9273
 > E: dsimonton@balfourbeattyus.com | http://www.balfourbeattyus.com
 > 306 Meeting Street, Suite 300, Charleston, SC 29401

>

>

>

> -----Original Message-----

> From: Woody Faust [mailto:wfaust@dciatl.com]

> Sent: Thursday, November 15, 2018 1:38 PM

> To: James Clements <jclements@matrixse.com>; Simonton, David <dsimonton@balfourbeattyus.com>

> Cc: Jennifer Faulkinberry <JFaulkinberry@lpmatlanta.com>; Kim Brown (kbrown@bennetthospitality.com) <kbrown@bennetthospitality.com>; rquinlan@hotelbennett.com; Spano, Tim <tims Spano@Balfourbeattyus.com>; Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>

> Subject: RE: Crystals Lobby Banquets Lighting

>

> The were in the room opposite the spa retail entry / old BBC conference room.

>

> Regards,

> Woody

>

> Norwood Faust

> President

>

> DESIGN CONTINUUM, INC.

> 260 Peachtree St. NW, Suite 650

> Atlanta, GA 30303

> P(404) 266-0095

> wfaust@dciatl.com

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>

> -----Original Message-----

> From: James Clements <jclements@matrixse.com>

> Sent: Thursday, November 15, 2018 1:30 PM

> To: Woody Faust <wfaust@dciatl.com>; Simonton, David <dsimonton@balfourbeattyus.com>

> Cc: Jennifer Faulkinberry <JFaulkinberry@lpmatlanta.com>; Kim Brown (kbrown@bennetthospitality.com) <kbrown@bennetthospitality.com>; rquinlan@hotelbennett.com; Spano, Tim <tims Spano@Balfourbeattyus.com>; Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>

> Subject: RE: Crystals Lobby Banquets Lighting

> Thanks, David. Woody did say the sconces are on site. It would help if BBC would keep them together

>

> Woody

>

> Pls confirm Dave's response and if applicable I will work this out with Ryan.

>

> Jim Clements

> Matrix Program Management Services, LLC

>

> O. 704-676-9996

> C. 704-905-1165

> Jclements@matrixse.com

>

> -----Original Message-----

> From: Woody Faust <wfaust@dciatl.com>

> Sent: Thursday, November 15, 2018 1:28 PM

> To: Simonton, David <dsimonton@balfourbeattyus.com>; James Clements <jclements@matrixse.com>; Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>

> Cc: Jennifer Faulkinberry <JFaulkinberry@lpbatlanta.com>; Kim Brown (kbrown@bennetthospitality.com) <kbrown@bennetthospitality.com>; Spano, Tim <timsSpano@Balfourbeattyus.com>

> Subject: RE: Crystals Lobby Banquets Lighting

>

> All

> The lights need to be attached to the banquets and plugged into the clock outlets. They are part of the public area FF&E.

>

> Regards,

> Woody

>

> Norwood Faust

> President

>

> DESIGN CONTINUUM, INC.

> 260 Peachtree St. NW, Suite 650

> Atlanta, GA 30303

> P(404) 266-0095

> wfaust@dciatl.com

> https://urldefense.proofpoint.com/v2/url?u=http-3A__www.designcontinuuminc.com&d=DwIGaQ&c=eapt7ST1afUS6LykE1MB9bfkdYfSLNUVF7M5AC_OmtM&r=JLQdYEa oUG2oNvVrtQ23J3X2DvQdT3eNVRcgSOoXI5U&m=aX5jtDihL9uVpw5dhcxHMPs7TuUBgvnt1HNGLtBn8&s=6YJf2TQner1 BaxxBIgiYGfAkhiKs5R4odjHGKfVgBi8&e=

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>

> -----Original Message-----

> From: Simonton, David <dsimonton@balfourbeattyus.com>

> Sent: Thursday, November 15, 2018 1:11 PM

> To: James Clements <jclements@matrixse.com>; Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>

> Cc: Jennifer Faulkinberry <JFaulkinberry@lpbatlanta.com>; Woody Faust <wfaust@dciatl.com>; Kim Brown (kbrown@bennetthospitality.com) <kbrown@bennetthospitality.com>; Spano, Tim <timsSpano@Balfourbeattyus.com>

> Subject: RE: Crystals Lobby Banquets Lighting

>

> Jim, Electrical drawing E-161A does not show lighting at the Banquets at the lobby, nor does E-161.

> See attached plan E-161A. Note 4 says Clock Receptible Plug in for future lights?

>

> David Simonton

> VP/Operations | Balfour Beatty

> O: 512-391-9273 | C: 512-391-9273

> E: dsimonton@balfourbeattyus.com | <http://www.balfourbeattyus.com>

> 306 Meeting Street, Suite 300, Charleston, SC 29401

>

>

>

> -----Original Message-----

> From: James Clements [mailto:jclements@matrixse.com]

> Sent: Thursday, November 15, 2018 6:40 AM

> To: Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>

> Cc: Simonton, David <dsimonton@balfourbeattyus.com>; Jennifer Faulkinberry <JFaulkinberry@lbatlanta.com>;

Woody Faust <wfaust@dciatl.com>

> Subject: Re: Crystals

>

> Why is all of this so difficult? You asked who told me BBC didn't have the crystals. Dave said he did. You said you had them. If that is not the case and I heard wrong, did you follow up again with Algers? Whats the status

>

> What about the missing glass canopy pieces for the elevator lobby chandeliers. I brought that up on an internal call yesterday and Woody mentioned he's been asking where those are for a while. Does BBC have them and if so, why are they not installed?

>

> Also the banquets in the vestibule receive sconces. I understand they are in site. Is there a reason they are not installed?

>

> I am not trying to blame anyone, i just want all of us to get done. Bad enough we will be spending Thanksgiving worrying about all of this. I don't want to be doing the same at Christmas.

>

> Jim Clements

> Matrix Program Management Services, LLC

>

> O. 704.676.9996

> C. 704.905.1165

> https://urldefense.proofpoint.com/v2/url?u=http-3A__www.matrixse.com&d=DwlGaQ&c=eapt7ST1afUS6LykE1MB9bfkdYfSLNUVF7M5AC_OmtM&r=JLQdYEaoUG2oNvVrtQ23J3X2DvQdT3eNVRcgSOoXI5U&m=oU1N9FDhTuQari-oLEWU4bhGiVOFs15XLU87usyIhXU&s=H0_VqdHivTeE9Uk4A7QajzSM6RZ1EQROSipHQ6Fj2zg&e=

>

> Sent from my iPad

>

>

>> On Nov 14, 2018, at 11:41 PM, Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com> wrote:

>>

>> Jim - just want to clarify that I never said we had the crystals. In the OAC a week ago, I said that we would look for the chandelier crystals, but we had located the missing crystals for sconces a while back. Algers was going to check their packing records to let us know how they were packed. Haven't seen that.

>>

>> Nick Starcevic

>> Project Mgr | Balfour Beatty

>> O: (843) 974-4590 | C: (704) 361-3265
>> E: nstarcevic@balfourbeattyus.com | http://www.balfourbeattyus.com
>> 306 Meeting Street, Suite 300, Charleston, SC 29401
>>
>>
>>
>> -----Original Message-----
>> From: James Clements [mailto:jclements@matrixse.com]
>> Sent: Wednesday, November 14, 2018 2:24 PM
>> To: Simonton, David <dsimonton@balfourbeattyus.com>
>> Cc: 'Jennifer Faulkinberry' <JFaulkinberry@lpbatlanta.com>; Woody Faust <wfaust@dciatl.com>; Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>
>> Subject: RE: Crystals
>>
>> Dave
>>
>> Sorry if I confused you. I wasn't referring to boxes - some chandeliers are still missing crystals and pencil writing on drywall ceiling in this particular bay by the fixture itself.
>>
>> Also, do you know why these elevator lobby ceiling fixtures are not fully installed?
>>
>> Jim Clements
>> Matrix Program Management Services, LLC
>>
>> O. 704-676-9996
>> C. 704-905-1165
>> Jclements@matrixse.com
>>
>> -----Original Message-----
>> From: Simonton, David <dsimonton@balfourbeattyus.com>
>> Sent: Wednesday, November 14, 2018 11:25 AM
>> To: James Clements <jclements@matrixse.com>
>> Subject: Re: Crystals
>>
>> Jim I will check but note all those boxes are Salamanders. Not sure why they moved all that stuff in there.
>>
>> David Simonton
>> VP Operations | Charleston, SC
>> Balfour Beatty Construction
>> Mobile: 512-391-9273
>>
>>> On Nov 14, 2018, at 11:20 AM, James Clements <jclements@matrixse.com> wrote:
>>>
>>> Dave
>>>
>>> I know Nick wrote and told me BBC has the crystals. When are they being hung. Also note the writing by the fixture "5/8".
>>>
>>> <IMG_4517.jpg>
>>>
>>>
>>> Jim Clements

>>> Matrix Program Management, LLC
>>> 322 Prince St.
>>> Georgetown, SC
 >> D. 704.676.9996
>>> C. 704.905.1165
>>>
>>> jclements@matrixse.com
>>> https://urldefense.proofpoint.com/v2/url?u=http-
3A__www.matrixse.com&d=DwIGaQ&c=eapt7ST1afUS6LykE1MB9bfkdYfSLNUVF7M5AC_OmtM&r=h7D9X0UPNNiM9I9r
jvZmMAI8Resp7jgNWACnbZLFqQY&m=AL84RXpm2XpdSCTKvQiy_PyqGsJ_KF-
OJO4eYFfGOzs&s=qUIIzFj4JEuxLctaZGleuefiA0ntI3tTt0vQscFIJDc&e=
>>>
>>> Sent from my iPhone. Please excuse any typos.

Pieniak, Shanti

From: Christopher Smith <csmith@nas.contractors>
Sent: Thursday, January 31, 2019 3:57 PM
To: James Clements
Cc: Spano, Tim; Starcevic, Nicholas; Simonton, David; Marty Wall (mwall@bennetthospitality.com); Kim Brown; rquinlan@hotelbennett.com
Subject: Re: FW: 4th Floor - Misc. Items

I am not 100% certain on the issues with the switches in those rooms. I will find out and get back to you shortly.

Thank you,

Christopher Smith
Regional Supervisor NAS, LLC.
Cell: (540) 629-3061
E-mail: csmith@nas.contractors

On Thu, Jan 31, 2019, 2:50 PM James Clements <jclements@matrixse.com> wrote:

Tim

Pls see the trialing email and courtesy update from R&M re apparent punch list items. Pls address the missing carpet, electrical escutcheon and missing signage.

Chris

What if anything do you know about the electrical switches in 443 and 428?

Ryan

Would you pls address the broken sofa legs

Jim Clements

Matrix Program Management Services, LLC

C. 704-905-1165

[Jclements@matrixse.com](mailto:jclements@matrixse.com)

From: Peter Sullivan <PSullivan@robinsmorton.com>

Sent: Thursday, January 31, 2019 7:36 AM

To: Marty Wall <mwall@bennettthospitality.com>; James Clements <jclements@matrixse.com>

Subject: 4th Floor - Misc. Items

Jim / Marty,

Below is a short list of notable items I wanted to bring to your attention:

- Electrical bath switches are in bad shape rooms 428 & 443
- Room number plates for 449 & 448 were taken off for wallpaper installation and not replaced (we will be painting the trim and doors in this small corridor today)
- A small piece of carpet is cut out of the floor in room 449
- An electrical escutcheon is off the ceiling in room 449
- Couch legs are broken on couch in room 448
- We have found a couple of loose door handles in rooms that are coming off. Can be easily tightened back in place.

Thanks,

Peter Sullivan | Field Engineer

Robins & Morton | www.robinsmorton.com

3 Charleston Center Dr. | Charleston, SC 29401

c. 205.999.2429 | psullivan@robinsmorton.com

Robins & Morton – Safely Providing Quality Construction Since 1946 | Modern Healthcare Magazine Top 10 Contractor

Pieniak, Shanti

From: Spano, Tim
Sent: Thursday, January 31, 2019 7:48 AM
To: James Clements; Simonton, David
Cc: JOSEPH.APPLE@scana.com; KHARE@scana.com; Marty Wall; Ryan Quinlan; Kim Brown
Subject: RE: King St Lights

Jim, PP removed bluestone at 8:30 am and after discussing the replacement with SCE&G that said they would not replace the stone after their electrical work was completed, PP repaired the Plinth and stayed all day and completed the bluestone re-install about 6pm last night.

Tim Spano

Senior Project Mgr | Balfour Beatty
 O: 843-974-4590 | C: 813-917-1656
 E: timspano@balfourbeattyus.com | www.balfourbeattyus.com
 306 Meeting Street, Suite 300, Charleston, SC 29401

Balfour Beatty

From: James Clements [<mailto:jclements@matrixse.com>]
Sent: Thursday, January 31, 2019 5:58 AM
To: Simonton, David <dsimonton@balfourbeattyus.com>; Spano, Tim <timspano@balfourbeattyus.com>
Cc: JOSEPH.APPLE@scana.com; KHARE@scana.com; Marty Wall <mwall@bennetthospitality.com>; Ryan Quinlan <rquinlan@hotelbennett.com>; Kim Brown <kbrown@bennetthospitality.com>
Subject: RE: King St Lights

Tim

Also, please reconfirm Pleasant Places will not be reinstalling the bluestone. I wasn't sure if there had been a change of heart in the matter.

Thanks

Jim Clements
 Matrix Program Management Services, LLC
 C. 704-905-1165
jclements@matrixse.com

From: James Clements
Sent: Wednesday, January 30, 2019 5:49 PM
To: Dave Simonton <dsimonton@balfourbeattyus.com>; Tim Spano <timspano@balfourbeattyus.com>
Cc: JOSEPH.APPLE@scana.com; KHARE@scana.com; Marty Wall <mwall@bennetthospitality.com>; Ryan Quinlan <rquinlan@hotelbennett.com>; Kim Brown <kbrown@bennetthospitality.com>
Subject: Fwd: King St Lights

Tim

Thanks for getting the bluestone up for SCEG. SCEG wants to set the corner light pole. When will the plinth be repaired?

Pls copy all

Thanks

Jim Clements
Matrix Program Management Services, LLC
704.905.1165
www.matrixse.com

Sent from my iPad

Begin forwarded message:

From: HARE, KATHRYN J <KHARE@scana.com>
Date: January 30, 2019 at 5:46:04 PM EST
To: 'James Clements' <jclements@matrixse.com>
Cc: Tracy Ray <tray@bennett-hofford.com>, Marty Wall <mwall@bennetthospitality.com>, "APPLE, JOSEPH WILSON (SCE&G - 7)" <JOSEPH.APPLE@scana.com>
Subject: RE: King St Lights

Jim,

Yes, it was an all-day job, but the lights are energized! My understanding is that they were not able to set the light at the corner because the base had not been repaired. Our guys will be checking on it, but it would be helpful if you could let me know as soon as it has been done and I'll relay that to the guys.

Thanks,
Kathy

From: James Clements [<mailto:jclements@matrixse.com>]
Sent: Wednesday, January 30, 2019 4:56 PM
To: HARE, KATHRYN J (SCE&G - 7) <KHARE@scana.com>
Cc: Tracy Ray <tray@bennett-hofford.com>; Marty Wall <mwall@bennetthospitality.com>; APPLE, JOSEPH WILSON (SCE&G - 7) <JOSEPH.APPLE@scana.com>
Subject: King St Lights

***This is an EXTERNAL email from James Clements (jclements@matrixse.com). Please do not click on a link or open any attachments unless you are confident it is from a trusted source.

Kathy

I had to leave the job site after lunch today. Do you know if your crew got the new lights connected? They were making great progress when I left.

Jim Clements
Matrix Program Management Services, LLC

704.905.1165
www.matrixse.com

Sent from my iPad

Pieniak, Shanti

From: Simonton, David
Sent: Wednesday, February 13, 2019 5:28 PM
To: Jennifer Faulkinberry
Cc: Starcevic, Nicholas; Spano, Tim; Ledford, Ryan; Pieniak, Shanti; James Clements; Kim Brown (kbrown@bennetthospitality.com); Hilary Wainer; Phue Huynh; Buck Lindsay
Subject: Re: Marion Sq - Missing Light Fixtures

Jennifer, is that cut from the lobby?

David Simonton
 VP Operations | Charleston, SC
 Balfour Beatty Construction
 Mobile: 512-391-9273

On Feb 13, 2019, at 5:21 PM, Jennifer Faulkinberry <JFaulkinberry@lpbatlanta.com> wrote:

David,

See below from Hilary and please submit credit for the Type LL fixture and associated power.

Thank you,

Jennifer G. Faulkinberry
Winford Lindsay Architect

344 West Pike Street direct 770.407.5786
 Lawrenceville, GA 30046 fax 770.407.5817
jfaulkinberry@lpbatlanta.com cell 770.241.2473

From: Hilary Wainer <hilary@luxetveritasdesign.com>
Sent: Monday, December 17, 2018 2:08 PM
To: Jennifer Faulkinberry <JFaulkinberry@lpbatlanta.com>
Subject: Fwd: FW: Marion Sq - Missing Light Fixtures

<image001.png>

They owe the client money back for LL which is not installed. See above.

----- Forwarded message -----

From: Simonton, David <dsimonton@balfourbeattyus.com>
Date: Mon, Dec 17, 2018 at 1:16 PM
Subject: FW: Marion Sq - Missing Light Fixtures
To: Jennifer Faulkinberry <JFaulkinberry@lpbatlanta.com>
Cc: Starcevic, Nicholas <NStarcevic@balfourbeattyus.com>, Spano, Tim

<timspano@balfourbeattyus.com>, Ledford, Ryan <RLedford@balfourbeattyus.com>, Pieniak, Shanti <SPieniak@balfourbeattyus.com>, James Clements <jlements@matrixse.com>, Kim Brown <kbrown@bennetthospitality.com>, Hilary Wainer <hilary@luxetveritasdesign.com>, Phue Huynh <PHuynh@lpbatlanta.com>, Buck Lindsay <BLindsay@lpbatlanta.com>

Jennifer,

The missing lights you are referencing for the Lobby and Private dining were not installed as the Owner never executed RCO-132 SI 39 Dated June 14, 2017, or RCO 131 SI 44 Dated June 9, 2017.

As you remember when we returned your Electrical punch list we requested that all RCO's that were partially or not accepted by the Owner be removed from the punch list items, and it appears these SI's were overlooked when you edited the punch list.

We hope this clears up the matter.

David Simonton

VP/Operations | Balfour Beatty

O: 512-391-9273 | C: 512-391-9273

E: dsimonton@balfourbeattyus.com | www.balfourbeattyus.com

306 Meeting Street, Suite 300, Charleston, SC 29401

<image002.jpg>

From: Jennifer Faulkinberry [mailto:JFaulkinberry@lpbatlanta.com]

Sent: Thursday, December 13, 2018 7:07 PM

To: Simonton, David <dsimonton@balfourbeattyus.com>

Cc: Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>; Spano, Tim <timspano@Balfourbeattyus.com>; Ledford, Ryan <RLedford@Balfourbeattyus.com>; Pieniak, Shanti <SPieniak@Balfourbeattyus.com>; James Clements <jlements@matrixse.com>; Kim Brown <kbrown@bennetthospitality.com>; Hilary Wainer <hilary@luxetveritasdesign.com>; Phue Huynh <PHuynh@lpbatlanta.com>; Buck Lindsay <BLindsay@lpbatlanta.com>

Subject: Marion Sq - Missing Light Fixtures

David,

As discussed in our OAC meeting today, the attached highlighted fixtures (on punch list) are not installed and no one on the design team recalls them being deleted for any reason. It is critical that these are installed. Please let us know status.

Thanks,

Jennifer G. Faulkinberry

Winford Lindsay Architect

344 West Pike Street direct 770.407.5786

Lawrenceville, GA 30046 fax 770.407.5817

jfaulkinberry@lobatlanta.com cell 770.241.2473

--
HILARY WAINER, Principal
LUX ET VERITAS DESIGN INC
834 Inman Village Parkway
Suite 130
Atlanta, Georgia 30307
T: 470.202.7770 Ext. 1
www.luxetveritasdesign.com

Pieniak, Shanti

From: Kim Brown <kbrown@bennetthospitality.com>
Sent: Wednesday, November 7, 2018 4:43 PM
To: James Clements; Spano, Tim; Starcevic, Nicholas; Pieniak, Shanti
Cc: Jennifer Faulkinberry; wfaust@dciatl.com; afoster@dciatl.com; Simonton, David
Subject: Re: Registration Desk

I am in the lobby the desk is not centered it needs to be centered before they hook anything up Can someone please reply and let me know this will be done

Sent from my iPhone

> On Nov 7, 2018, at 5:09 AM, James Clements <jclements@matrixse.com> wrote:

>

> Kim

>

> I spoke with Dave and asked him to center the desk on the middle panel

>

> Jim Clements

> Matrix Program Management Services, LLC

>

> O. 704-676-9996

> C. 704-905-1165

> Jclements@matrixse.com

> -----Original Message-----

> From: Kim Brown <kbrown@bennetthospitality.com>

> Sent: Tuesday, November 6, 2018 1:27 PM

> To: James Clements <jclements@matrixse.com>

> Cc: Jennifer Faulkinberry <JFaulkinberry@lpbatlanta.com>; wfaust@dciatl.com; afoster@dciatl.com

> Subject: Re: Registration Desk

>

> It needs to be centered on the back wall paneling not the opening

>

> Sent from my iPhone

>

>> On Nov 6, 2018, at 12:54 PM, James Clements <jclements@matrixse.com> wrote:

>>

>>

>>

>> <IMG_4339.jpg>

>>

>>

>> Jim Clements

>> Matrix Program Management, LLC

>> 322 Prince St.

>> Georgetown, SC

>> D. 704.676.9996

>> C. 704.905.1165

>>

>> jclements@matrixse.com

>> https://urldefense.proofpoint.com/v2/url?u=http-

^A__www.matrixse.com&d=DwlFAg&c=eapt7ST1afUS6LykE1MB9bfkdYfSLNUVF7M5AC_OmtM&r=JLQdYEaoUG2oNvVrt
_23J3X2DvQdT3eNVRCgSOoXI5U&m=5Fup0mSI_WVzUYmh5NHV-
E6YWbGtHWXTJXh7w6TSac&s=RfcqWryZmlNAEckI67Dfyf_fk6DRCFqPwrRIIAa5S0g&e=

>>

>> Sent from my iPhone. Please excuse any typos.

Pieniak, Shanti

From: Kim Brown <kbrown@bennetthospitality.com>
Sent: Wednesday, November 7, 2018 4:43 PM
To: James Clements; Spano, Tim; Starcevic, Nicholas; Pieniak, Shanti
Cc: Jennifer Faulkinberry; wfaust@dciaatl.com; afoster@dciaatl.com; Simonton, David
Subject: Re: Registration Desk

I am in the lobby the desk is not centered it needs to be centered before they hook anything up Can someone please reply and let me know this will be done

Sent from my iPhone

> On Nov 7, 2018, at 5:09 AM, James Clements <jclements@matrixse.com> wrote:

>
 > Kim
 >
 > I spoke with Dave and asked him to center the desk on the middle panel
 >
 > Jim Clements
 > Matrix Program Management Services, LLC
 >
 > O. 704-676-9996
 > C. 704-905-1165
 > Jclements@matrixse.com
 >
 > -----Original Message-----
 > From: Kim Brown <kbrown@bennetthospitality.com>
 > Sent: Tuesday, November 6, 2018 1:27 PM
 > To: James Clements <jclements@matrixse.com>
 > Cc: Jennifer Faulkinberry <JFaulkinberry@lpbatlanta.com>; wfaust@dciaatl.com; afoster@dciaatl.com
 > Subject: Re: Registration Desk
 >
 > It needs to be centered on the back wall paneling not the opening
 >
 > Sent from my iPhone
 >
 >> On Nov 6, 2018, at 12:54 PM, James Clements <jclements@matrixse.com> wrote:
 >>
 >>
 >>
 >> <IMG_4339.jpg>
 >>
 >>
 >> Jim Clements
 >> Matrix Program Management, LLC
 >> 322 Prince St.
 >> Georgetown, SC
 >> D. 704.676.9996
 >> C. 704.905.1165
 >>

>> jclements@matrixse.com

>> https://urldefense.proofpoint.com/v2/url?u=http-

7A__www.matrixse.com&d=DwIFAg&c=eapt7ST1afUS6LykE1MB9bfkdYfSLNUVF7M5AC_OmtM&r=JLQdYEaoUG2oNvVrt
_23J3X2DvQdT3eNVRcgSOoXI5U&m=5Fup0mSI_WVzUYmh5NHV-
E6YWbGtHWXTJXh7vv6TSac&s=RfcqWryZmlNAEckI67Dfyf_fk6DRCFqPwrRliAa5S0g&e=

>>

>> Sent from my iPhone. Please excuse any typos.

Pieniak, Shanti

From: James Clements <jclements@matrixse.com>
Sent: Tuesday, November 13, 2018 9:39 AM
To: Kim Brown; Starcevic, Nicholas
Cc: Simonton, David; Spano, Tim; rquinlan@hotelbennett.com; Prem Devadas
Subject: Re: Room 301 - Water Leak

Nick and Kim

Regardless of responsibility this needs to get fixed. The drywall sub has a full height scaffold in the lobby perfect for making the repair.

BBC has control of the Building and until such time as it is turned over, BBC is required to make the repair.

If BBC can provide proof through the access system that it is not the offending party, the Owner should pay for the repair.

Jim Clements
 Matrix Program Management, LLC
 322 Prince St.
 Georgetown, SC
 D. 704.676.9996
 C. 704.905.1165

jclements@matrixse.com
https://urldefense.proofpoint.com/v2/url?u=http-3A__www.matrixse.com&d=DwIGaQ&c=eapt7ST1afUS6LykE1MB9bfkdYfSLNUVF7M5AC_OmtM&r=JLQdYEaoUG2oNvVrtQ23J3X2DvQdT3eNVRcgSOoXI5U&m=8J9A3WERnMwt9b9t6EOISke2Uewsl4suVGcBKu4yJWs&s=FvqJDhEMe4R7o_WWC-hDLZ2Vf0VT6DBTIygk2RHk3wo&e=

Sent from my iPhone. Please excuse any typos.

On Nov 13, 2018, at 9:20 AM, Kim Brown <kbrown@bennetthospitality.com> wrote:

Nick

I am not saying that if Salamander damaged the room they will take responsibility All I am asking for is the report from the lock. BBC had previously stated they can tell who goes in and out of the room and we are just requesting that information.

I also don't disagree with the key situation as I thought Ryan was the only one who had a key and he was to let anyone in the rooms. This issue is being addressed with Salamander

Kim

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

From: Starcevic, Nicholas [mailto:NStarcevic@Balfourbeattyus.com]
 Sent: Tuesday, November 13, 2018 8:59 AM
 To: Kim Brown <kbrown@bennetthospitality.com>; James Clements <jclements@matrixse.com>
 Cc: Simonton, David <dsimonton@balfourbeattyus.com>; Spano, Tim <timsmano@Balfourbeattyus.com>;
 rquinlan@hotelbennett.com; Prem Devadas <pdevadas@salamanderhotels.com>
 Subject: RE: Room 301 - Water Leak

Kim

We have no reason to go in the model room. Only Salamander uses this room and has fully staged it with linens, robes, hangers, tub caddies, etc for regular tours. The overflow works but the water was clearly left on all weekend and overtook it. If you will not take responsibility for the actions of your vendors and people, we suggest you notify your builder's risk carrier to file a claim. We would also suggest you restrict your forces from entering rooms and other areas of the building until we turn it over so we experience no additional setbacks.

Only 5 people from BBC have a key that never leaves our possession, while the owner has 2 keys they apparently lend out to whomever requests it. We maintain control of our keys so we know who goes in and out of the rooms, and expected the same when we handed out keys to your forces.

Thanks,

Nick Starcevic
 Project Mgr | Balfour Beatty
 O: (843) 974-4590 | C: (704) 361-3265
 E: nstarcevic@balfourbeattyus.com | <http://www.balfourbeattyus.com>
 306 Meeting Street, Suite 300, Charleston, SC 29401

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

From: Kim Brown [mailto:kbrown@bennetthospitality.com]
 Sent: Monday, November 12, 2018 5:03 PM
 To: Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>; James Clements <jclements@matrixse.com>
 Cc: Simonton, David <dsimonton@balfourbeattyus.com>; Spano, Tim <timsmano@Balfourbeattyus.com>;
 rquinlan@hotelbennett.com; Prem Devadas <pdevadas@salamanderhotels.com>
 Subject: RE: Room 301 - Water Leak

I understand what Ryan said but how do we know if he was the last one in the room Doesn't BBC have a way to tell what key opens the door Or if the door was opened by any key after 3 pm on Friday.

Also I am wondering why the water did not go into the overflow drain? Was the guestroom carpet wet? If so was anything done about that today or even worse were the walls wet?

Kim

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

From: Starcevic, Nicholas [mailto:NStarcevic@Balfourbeattyus.com]
 Sent: Monday, November 12, 2018 4:58 PM
 To: Kim Brown <kbrown@bennetthospitality.com>; James Clements <jclements@matrixse.com>
 Cc: Simonton, David <dsimonton@balfourbeattyus.com>; Spano, Tim <timsmano@Balfourbeattyus.com>;
 rquinlan@hotelbennett.com

Subject: RE: Room 301 - Water Leak

Tim - Ryan Q told BBC they went in around 3pm on Friday. Tim was watching the site on Saturday and didn't open that room for anyone.

Let me know.

Nick Starcevic
Project Mgr | Balfour Beatty
O: (843) 974-4590 | C: (704) 361-3265
E: nstarcevic@balfourbeattyus.com | <http://www.balfourbeattyus.com>
306 Meeting Street, Suite 300, Charleston, SC 29401

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

From: Kim Brown [mailto:kbrown@bennetthospitality.com]
Sent: Monday, November 12, 2018 4:39 PM
To: Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>; James Clements <jclements@matrixse.com>
Cc: Simonton, David <dsimonton@balfourbeattyus.com>; Spano, Tim <timspano@Balfourbeattyus.com>; rquinlan@hotelbennett.com
Subject: RE: Room 301 - Water Leak

Then how do you know who goes in to each room?

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

From: Starcevic, Nicholas [mailto:NStarcevic@Balfourbeattyus.com]
Sent: Monday, November 12, 2018 4:16 PM
To: Kim Brown <kbrown@bennetthospitality.com>; James Clements <jclements@matrixse.com>
Cc: Simonton, David <dsimonton@balfourbeattyus.com>; Spano, Tim <timspano@Balfourbeattyus.com>; rquinlan@hotelbennett.com
Subject: RE: Room 301 - Water Leak

I'll check with them, but they haven't set up the hardware / software yet.
Have needed the reception desk so they probably won't know until it is set up.

Nick Starcevic
Project Mgr | Balfour Beatty
O: (843) 974-4590 | C: (704) 361-3265
E: nstarcevic@balfourbeattyus.com | <http://www.balfourbeattyus.com>
306 Meeting Street, Suite 300, Charleston, SC 29401

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

From: Kim Brown [mailto:kbrown@bennetthospitality.com]
Sent: Monday, November 12, 2018 4:02 PM
To: Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>; James Clements <jclements@matrixse.com>
Cc: Simonton, David <dsimonton@balfourbeattyus.com>; Spano, Tim <timspano@Balfourbeattyus.com>; rquinlan@hotelbennett.com
Subject: RE: Room 301 - Water Leak

Nick

Can you please provide the Lock interrogation report so that we can see who the last person was to enter this room

Kim

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

From: Starcevic, Nicholas [mailto:NStarcevic@Balfourbeattyus.com]

Sent: Monday, November 12, 2018 1:25 PM

To: James Clements <jclements@matrixse.com>

Cc: Simonton, David <dsimonton@balfourbeattyus.com>; Spano, Tim <tims Spano@Balfourbeattyus.com>; kbrown@bennethospitality.com; rquinlan@hotelbennett.com

Subject: Room 301 - Water Leak

Importance: High

Jim

When we arrived to the site this morning, a leak was discovered in the entry foyer coming from an overflowing tub in room 301. As you know, Salamander has taken over that room, installed their linens, robes, etc. and uses it regularly on tours.

BBC notified you this morning of the leak while you were onsite, and I understand you said BBC would have to prove it was Salamander that was in the room. According to Ryan Quinlan, he gave his key to Paul and Salamander was in room 301 around 3:00pm on Friday for a tour. BBC and its forces have not entered that room until the leak was discovered this morning.

Pictures are attached. We have spent most of the morning cleaning up the leak and there is already substantial water damage in room 301 and in the ceiling of the entry foyer. We are not aware of any concealed damage and will not be held liable for damages resulting from this leak. Based on the preceding information, we're assuming the owner will take responsibility for the leak, damage and repairs. We'll submit an invoice for any cost incurred to date, but any further remediation and repairs will be the responsibility of the owner.

Thanks,

Nick Starcevic
Project Mgr | Balfour Beatty
O: (843) 974-4590 | C: (704) 361-3265
E: nstarcevic@balfourbeattyus.com | <http://www.balfourbeattyus.com>
306 Meeting Street, Suite 300, Charleston, SC 29401

Pieniak, Shanti

From: James Clements <jclements@matrixse.com>
Sent: Tuesday, November 13, 2018 9:39 AM
To: Kim Brown; Starcevic, Nicholas
Cc: Simonton, David; Spano, Tim; rquinlan@hotelbennett.com; Prem Devadas
Subject: Re: Room 301 - Water Leak

Nick and Kim

Regardless of responsibility this needs to get fixed. The drywall sub has a full height scaffold in the lobby perfect for making the repair.

BBC has control of the Building and until such time as it is turned over, BBC is required to make the repair.

If BBC can provide proof through the access system that it is not the offending party, the Owner should pay for the repair.

Jim Clements
 Matrix Program Management, LLC
 322 Prince St.
 Georgetown, SC
 D. 704.676.9996
 F. 704.905.1165

jclements@matrixse.com
https://urldefense.proofpoint.com/v2/url?u=http-3A__www.matrixse.com&d=DwIGaQ&c=eapt7ST1afUS6LykE1MB9bfkdYfSLNUVF7M5AC_OmtM&r=JLQdYEaoUG2oNvVrtQ23J3X2DvQdT3eNVRcgSOoXI5U&m=8J9A3WERnMwt9b9t6E0ISke2Uewsl4suVGcBKu4yJWs&s=FvqJDhEMe4R7o_WWC-hDLZ2Vf0VT6DBTlygk2RHk3wo&e=

Sent from my iPhone. Please excuse any typos.

On Nov 13, 2018, at 9:20 AM, Kim Brown <kbrown@bennetthospitality.com> wrote:

Nick

I am not saying that if Salamander damaged the room they will take responsibility All I am asking for is the report from the lock. BBC had previously stated they can tell who goes in and out of the room and we are just requesting that information.

I also don't disagree with the key situation as I thought Ryan was the only one who had a key and he was to let anyone in the rooms. This issue is being addressed with Salamander

Kim

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

From: Starcevic, Nicholas [mailto:NStarcevic@Balfourbeattyus.com]
 Sent: Tuesday, November 13, 2018 8:59 AM
 To: Kim Brown <kbrown@bennetthospitality.com>; James Clements <jclements@matrixse.com>
 Cc: Simonton, David <dsimonton@balfourbeattyus.com>; Spano, Tim <timsmano@Balfourbeattyus.com>;
 rquinlan@hotelbennett.com; Prem Devadas <pdevadas@salamanderhotels.com>
 Subject: RE: Room 301 - Water Leak

Kim

We have no reason to go in the model room. Only Salamander uses this room and has fully staged it with linens, robes, hangers, tub caddies, etc for regular tours. The overflow works but the water was clearly left on all weekend and overtook it. If you will not take responsibility for the actions of your vendors and people, we suggest you notify your builder's risk carrier to file a claim. We would also suggest you restrict your forces from entering rooms and other areas of the building until we turn it over so we experience no additional setbacks.

Only 5 people from BBC have a key that never leaves our possession, while the owner has 2 keys they apparently lend out to whomever requests it. We maintain control of our keys so we know who goes in and out of the rooms, and expected the same when we handed out keys to your forces.

Thanks,

Nick Starcevic
 Project Mgr | Balfour Beatty
 O: (843) 974-4590 | C: (704) 361-3265
 E: nstarcevic@balfourbeattyus.com | <http://www.balfourbeattyus.com>
 306 Meeting Street, Suite 300, Charleston, SC 29401

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

From: Kim Brown [mailto:kbrown@bennetthospitality.com]
 Sent: Monday, November 12, 2018 5:03 PM
 To: Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>; James Clements <jclements@matrixse.com>
 Cc: Simonton, David <dsimonton@balfourbeattyus.com>; Spano, Tim <timsmano@Balfourbeattyus.com>;
 rquinlan@hotelbennett.com; Prem Devadas <pdevadas@salamanderhotels.com>
 Subject: RE: Room 301 - Water Leak

I understand what Ryan said but how do we know if he was the last one in the room Doesn't BBC have a way to tell what key opens the door Or if the door was opened by any key after 3 pm on Friday.

Also I am wondering why the water did not go into the overflow drain? Was the guestroom carpet wet? If so was anything done about that today or even worse were the walls wet?

Kim

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

From: Starcevic, Nicholas [mailto:NStarcevic@Balfourbeattyus.com]
 Sent: Monday, November 12, 2018 4:58 PM
 To: Kim Brown <kbrown@bennetthospitality.com>; James Clements <jclements@matrixse.com>
 Cc: Simonton, David <dsimonton@balfourbeattyus.com>; Spano, Tim <timsmano@Balfourbeattyus.com>;
 rquinlan@hotelbennett.com

Subject: RE: Room 301 - Water Leak

Tim - Ryan Q told BBC they went in around 3pm on Friday. Tim was watching the site on Saturday and didn't open that room for anyone.

Let me know.

Nick Starcevic
Project Mgr | Balfour Beatty
O: (843) 974-4590 | C: (704) 361-3265
E: nstarcevic@balfourbeattyus.com | <http://www.balfourbeattyus.com>
306 Meeting Street, Suite 300, Charleston, SC 29401

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

From: Kim Brown [mailto:kbrown@bennetthospitality.com]
Sent: Monday, November 12, 2018 4:39 PM
To: Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>; James Clements <jclements@matrixse.com>
Cc: Simonton, David <dsimonton@balfourbeattyus.com>; Spano, Tim <tims Spano@Balfourbeattyus.com>;
rquinlan@hotelbennett.com
Subject: RE: Room 301 - Water Leak

Then how do you know who goes in to each room?

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

From: Starcevic, Nicholas [mailto:NStarcevic@Balfourbeattyus.com]
Sent: Monday, November 12, 2018 4:16 PM
To: Kim Brown <kbrown@bennetthospitality.com>; James Clements <jclements@matrixse.com>
Cc: Simonton, David <dsimonton@balfourbeattyus.com>; Spano, Tim <tims Spano@Balfourbeattyus.com>;
rquinlan@hotelbennett.com
Subject: RE: Room 301 - Water Leak

I'll check with them, but they haven't set up the hardware / software yet.
Have needed the reception desk so they probably won't know until it is set up.

Nick Starcevic
Project Mgr | Balfour Beatty
O: (843) 974-4590 | C: (704) 361-3265
E: nstarcevic@balfourbeattyus.com | <http://www.balfourbeattyus.com>
306 Meeting Street, Suite 300, Charleston, SC 29401

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

From: Kim Brown [mailto:kbrown@bennetthospitality.com]
Sent: Monday, November 12, 2018 4:02 PM
To: Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>; James Clements <jclements@matrixse.com>
Cc: Simonton, David <dsimonton@balfourbeattyus.com>; Spano, Tim <tims Spano@Balfourbeattyus.com>;
rquinlan@hotelbennett.com
Subject: RE: Room 301 - Water Leak

Nick

Can you please provide the Lock interrogation report so that we can see who the last person was to enter this room

Kim

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

From: Starcevic, Nicholas [mailto:NStarcevic@Balfourbeattyus.com]

Sent: Monday, November 12, 2018 1:25 PM

To: James Clements <jclements@matrixse.com>

Cc: Simonton, David <dsimonton@balfourbeattyus.com>; Spano, Tim <tims Spano@Balfourbeattyus.com>;

kbrown@bennetthospitality.com; rquinlan@hotelbennett.com

Subject: Room 301 - Water Leak

Importance: High

Jim

When we arrived to the site this morning, a leak was discovered in the entry foyer coming from an overflowing tub in room 301. As you know, Salamander has taken over that room, installed their linens, robes, etc. and uses it regularly on tours.

BBC notified you this morning of the leak while you were onsite, and I understand you said BBC would have to prove it was Salamander that was in the room. According to Ryan Quinlan, he gave his key to Paul and Salamander was in room 301 around 3:00pm on Friday for a tour. BBC and its forces have not entered that room until the leak was discovered this morning.

Pictures are attached. We have spent most of the morning cleaning up the leak and there is already substantial water damage in room 301 and in the ceiling of the entry foyer. We are not aware of any concealed damage and will not be held liable for damages resulting from this leak. Based on the preceding information, we're assuming the owner will take responsibility for the leak, damage and repairs. We'll submit an invoice for any cost incurred to date, but any further remediation and repairs will be the responsibility of the owner.

Thanks,

Nick Starcevic

Project Mgr | Balfour Beatty

O: (843) 974-4590 | C: (704) 361-3265

E: nstarcevic@balfourbeattyus.com | <http://www.balfourbeattyus.com>

306 Meeting Street, Suite 300, Charleston, SC 29401

Simonton, David

From: Alyssa Foster <afoster@dciatl.com>
Sent: Tuesday, August 28, 2018 5:15 PM
To: James Clements; Starcevic, Nicholas
Cc: Kim Brown; Wertzberger, AJ; jfaulkinberry@lpbatlanta.com; Dooley, Alec; Woody Faust; Ledford, Ryan; Simonton, David; Eldridge, Johnny; Karen Jenkins; Spano, Tim
Subject: RE: Hotel at Marion Square - RFI:1217 - Concierge Buffet Outlets

Nick,

Ownership asked for these outlets to be wrapped in the wallcovering to minimize visibility as well.

Best,

Alyssa Foster, LEED GA
Project Designer

DESIGN CONTINUUM, INC.
260 Peachtree Street NW, Suite 650
Atlanta, GA 30303
P(404) 266-0095
afoster@dciatl.com
www.dciatl.com

m: James Clements [mailto:jclements@matrixse.com]

Sent: Tuesday, August 28, 2018 3:10 PM

To: Woody Faust <wfaust@dciatl.com>; Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>

Cc: Kim Brown <kbrown@bennetthospitality.com>; Alyssa Foster <afoster@dciatl.com>; Wertzberger, AJ <AWertzberger@Balfourbeattyus.com>; jfaulkinberry@lpbatlanta.com; Dooley, Alec <adooley@Balfourbeattyus.com>; Ledford, Ryan <RLedford@Balfourbeattyus.com>; Simonton, David <dsimonton@balfourbeattyus.com>; Eldridge, Johnny <JEldridge@Balfourbeattyus.com>; Karen Jenkins <kjenkins@dciatl.com>; Spano, Tim <tims Spano@Balfourbeattyus.com>

Subject: RE: Hotel at Marion Square - RFI:1217 - Concierge Buffet Outlets

Nick

Per Woody's trailing email, the Owner wishes to proceed with cutting down the backslash.

Thanks

Jim Clements
Matrix Program Management Services, LLC

O. 704-676-9996
C. 704-905-1165
jclements@matrixse.com

From: Woody Faust <wfaust@dciatl.com>

Sent: Friday, August 24, 2018 11:21 AM

To: Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>

Cc: Kim Brown <kbrown@bennetthospitality.com>; James Clements <jclements@matrixse.com>; Alyssa Foster

<afoster@dciatl.com>; Wertzberger, AJ <AWertzberger@Balfourbeattyus.com>; jfaulkinberry@lpbatlanta.com; Dooley, Alec <adooley@Balfourbeattyus.com>; Ledford, Ryan <RLedford@Balfourbeattyus.com>; Simonton, David <dsimonton@balfourbeattyus.com>; Eldridge, Johnny <JEldridge@Balfourbeattyus.com>; Karen Jenkins <kjenkins@dciatl.com>; Spano, Tim <timspano@Balfourbeattyus.com>
Subject: RE: Hotel at Marion Square - RFI:1217 - Concierge Buffet Outlets

Nick
 Cut to match.

Regards,
 Woody

Norwood Faust
 President

DESIGN CONTINUUM, INC.
 260 Peachtree St. NW, Suite 650
 Atlanta, GA 30303
 P: (404) 266-0095
wfaust@dciatl.com
www.designcontinuuminc.com
[facebook](https://www.facebook.com/designcontinuuminc) | [instagram](https://www.instagram.com/designcontinuuminc) | [twitter](https://twitter.com/designcontinuuminc)

From: Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>

Sent: Friday, August 24, 2018 11:19 AM

To: Woody Faust <wfaust@dciatl.com>

Kim Brown <kbrown@bennetthospitality.com>; James Clements <jcllements@matrixse.com>; Alyssa Foster <afoster@dciatl.com>; Wertzberger, AJ <AWertzberger@Balfourbeattyus.com>; jfaulkinberry@lpbatlanta.com; Dooley, Alec <adooley@Balfourbeattyus.com>; Ledford, Ryan <RLedford@Balfourbeattyus.com>; Simonton, David <dsimonton@balfourbeattyus.com>; Eldridge, Johnny <JEldridge@Balfourbeattyus.com>; Karen Jenkins <kjenkins@dciatl.com>; Spano, Tim <timspano@Balfourbeattyus.com>

Subject: Re: Hotel at Marion Square - RFI:1217 - Concierge Buffet Outlets

Woody,

Should we cut the alcove splashes to match or leave as specified?

Nick Starcevic | Balfour Beatty Construction
 Cell: 704.361.3265

On Aug 24, 2018, at 10:38 AM, Woody Faust <wfaust@dciatl.com> wrote:

Nick
 Yes use a 2" back splash

Kim
 See attached photo, the wallcovering is already up and no extra will be required. DCI drew out the counter at 34" to meet ada and called out a 5" back splash in our detail. Electrical call out for 40" to center. To me the solution is not that important a detail. It will be not visible with serving dishes.

Regards,
 Woody

Norwood Faust
President

DESIGN CONTINUUM, INC.
260 Peachtree St. NW, Suite 650
Atlanta, GA 30303
P(404) 266-0095
wfaust@dciaatl.com
www.designcontinuuminc.com
[facebook](#) | [instagram](#) | [twitter](#)

From: Kim Brown <kbrown@bennetthospitality.com>

Sent: Friday, August 24, 2018 10:34 AM

To: James Clements <jclements@matrixse.com>; Starcevic, Nicholas <NStarcevic@balfourbeattyus.com>; Woody Faust <wfaust@dciaatl.com>; Alyssa Foster <afoster@dciaatl.com>

Cc: Wertzberger, AJ <AWertzberger@balfourbeattyus.com>; jfaulkinberry@lpmatlanta.com; Dooley, Alec <adooley@balfourbeattyus.com>; Ledford, Ryan <RLedford@balfourbeattyus.com>; Simonton, David <dsimonton@balfourbeattyus.com>; Eldridge, Johnny <JEldridge@balfourbeattyus.com>; Karen Jenkins <kjenkins@dciaatl.com>; Woody Faust <wfaust@dciaatl.com>; Spano, Tim <timspano@balfourbeattyus.com>

Subject: RE: Hotel at Marion Square - RFI:1217 - Concierge Buffet Outlets

First of all How did this happen? Second if you cut down the backsplash are you still going to need extra wall vinyl to cover the inch?

Kim

From: James Clements [mailto:jclements@matrixse.com]

Sent: Friday, August 24, 2018 9:22 AM

To: Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>; Woody Faust <wfaust@dciaatl.com>; Alyssa Foster <afoster@dciaatl.com>

Cc: Wertzberger, AJ <AWertzberger@Balfourbeattyus.com>; jfaulkinberry@lpmatlanta.com; Dooley, Alec <adooley@Balfourbeattyus.com>; Ledford, Ryan <RLedford@Balfourbeattyus.com>; Simonton, David <dsimonton@balfourbeattyus.com>; Eldridge, Johnny <JEldridge@Balfourbeattyus.com>; kjenkins@designcontinuuminc.com; kbrown@bennetthospitality.com; wfaust@designcontinuuminc.com; Spano, Tim <timspano@Balfourbeattyus.com>

Subject: Re: Hotel at Marion Square - RFI:1217 - Concierge Buffet Outlets

Thanks, Nick

Woody, given the circumstances is there any reason not to proceed with this approach?

Jim Clements
C 704-905-1165
O 704-676-9996
jclements@matrixse.com

From: Nick Starcevic <NStarcevic@Balfourbeattyus.com>

Date: Friday, August 24, 2018 at 9:11 AM

To: James Clements <jclements@matrixse.com>

Cc: "Wertzberger, AJ" <AWertzberger@Balfourbeattyus.com>, Jennifer Faulkinberry <jfaulkinberry@lpmatianta.com>, "Dooley, Alec" <adooley@Balfourbeattyus.com>, Ryan Ledford <RLedford@Balfourbeattyus.com>, Dave Simonton <dsimonton@balfourbeattyus.com>, "Eldridge, Johnny" <JEldridge@Balfourbeattyus.com>, Karen Jenkins <kjenkins@designcontinuuminc.com>, Kim Brown <kbrown@bennetthospitality.com>, Woody Faust <wfaust@designcontinuuminc.com>, Tim Spano <tmspano@Balfourbeattyus.com>

Subject: Re: Hotel at Marion Square - RFI:1217 - Concierge Buffet Outlets

Yes, it can be cut down.

Nick Starcevic | Balfour Beatty Construction
Cell: 704.361.3265

On Aug 24, 2018, at 9:02 AM, James Clements <jclements@matrixse.com> wrote:

Nick

Can the existing backslash simply be cut down as recommended or will this require new? Either way, it seems the most expeditious and least costly approach.

Jim Clements
Matrix Program Management Services, LLC

O. 704-676-9996
C. 704-905-1165
Jclements@matrixse.com

From: Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>
Sent: Friday, August 24, 2018 8:43 AM
To: Ledford, Ryan <RLedford@Balfourbeattyus.com>; jfaulkinberry@lpmatianta.com
Cc: Wertzberger, AJ <AWertzberger@Balfourbeattyus.com>; Dooley, Alec <adooley@Balfourbeattyus.com>; Simonton, David <dsimonton@balfourbeattyus.com>; James Clements <jclements@matrixse.com>; Eldridge, Johnny <JEldridge@Balfourbeattyus.com>; kjenkins@designcontinuuminc.com; kbrown@bennetthospitality.com; wfaust@designcontinuuminc.com; Spano, Tim <tmspano@Balfourbeattyus.com>
Subject: RE: Hotel at Marion Square - RFI:1217 - Concierge Buffet Outlets

Woody - please advise how you want to proceed, this is hot. If you want to move the outlets, we'll need a CCD **AND** more wallcovering. We didn't account for this in the amount requested for the concierge, but based on Debra's email I believe the factory still hasn't made it.

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

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

From: Ryan Ledford [<mailto:system@constructware.com>]

Sent: Thursday, August 23, 2018 6:58 AM

To: jfaulkinberry@lpmatlanta.com

Cc: Wertzberger, AJ <AWertzberger@Balfourbeattyus.com>; Dooley, Alec <adooley@Balfourbeattyus.com>; Simonton, David <dsimonton@balfourbeattyus.com>; jclements@matrixse.com; Eldridge, Johnny <JEldridge@Balfourbeattyus.com>; kjenkins@designcontinuuminc.com; kbrown@bennetthospitality.com; Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>; wfaust@designcontinuuminc.com; Ledford, Ryan <RLedford@Balfourbeattyus.com>; Spano, Tim <timspano@Balfourbeattyus.com>
Subject: Hotel at Marion Square - RFI:1217 - Concierge Buffet Outlets

Jennifer/Woody,

Please see the attached RFI for review. Please let me know if you have any questions.

Thank you,

Ryan Ledford | Assistant Superintendent

mobile: (828)490-2395 | email: rledford@balfourbeattyus.com Balfour Beatty Construction | www.balfourbeattyus.com

<IMG_8837.JPG>

Simonton, David

From: James Clements <jclements@matrixse.com>
Sent: Sunday, January 6, 2019 5:47 PM
To: Spano, Tim; Starcevic, Nicholas
Cc: JFaulkinberry (JFaulkinberry@lpbatlanta.com); Simonton, David; Kim Brown; Marty Wall (mwall@bennetthospitality.com); Hotelat Marion
Subject: RE: Upper dining Fire cabinet relocation

Tim

As discussed with Woody, we wish to relocate the FEC now in private dining to the server cased opening. For Monday's inspection, the FEC will remain in private dining but you will ask Hutton about the possibility of the relocation.

Thanks

Jim Clements
 Matrix Program Management Services, LLC
 C. 704-905-1165
 Jclements@matrixse.com

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

From: James Clements
Sent: Thursday, January 3, 2019 9:56 AM
To: Spano, Tim <timspano@balfourbeattyus.com>; Starcevic, Nicholas <NStarcevic@balfourbeattyus.com>
Cc: JFaulkinberry (JFaulkinberry@lpbatlanta.com) <JFaulkinberry@lpbatlanta.com>; Simonton, David <dsimonton@balfourbeattyus.com>; Kim Brown <kbrown@bennetthospitality.com>; Marty Wall (mwall@bennetthospitality.com) <mwall@bennetthospitality.com>; Hotelat Marion <HotelatMarion@balfourbeattyus.com>
Subject: Re: Upper dining Fire cabinet relocation

I agree, Nick

We don't want to do anything to jeopardize the re-inspection. When is that scheduled? Our business licenses are in hold until signs off.

Tim

Is there risk in just asking Hutton the question? The worst he can say is no. If he does, then we proceed to repair the walls as proposed by Nick. Keep in mind we would have extinguishers in the cabinets.

Jim Clements
 Matrix Program Management, LLC
 C. 704.905.1165
 jclements@matrixse.com
https://urldefense.proofpoint.com/v2/url?u=http-3A__www.matrixse.com&d=DwIGaQ&c=eapt7ST1afUS6LykE1MB9bfkdYfSLNUVF7M5AC_OmtM&r=JLQdYEaoUG2oNvVrtQ23J3X2DvQdT3eNVRcgSOoXI5U&m=ZcyOzN2PjWliX9Gc5i4pK8q_7kxpWENEFRWGBA50Jg&s=roz_3qalXBRum9fDSrxe4oWEhMlziZPQS1h21Zds-h4&e=

Sent from my iPhone. Please excuse any typos.

On Jan 3, 2019, at 9:37 AM, Starcevic, Nicholas <NStarcevic@balfourbeattyus.com> wrote:

Jim

We're not the AHJ or architect, but we have already advised that we disagree with this direction AND the fire marshal will still likely fail us when he returns. We feel strongly that proceeding will harm our relationship/trust with the FM and give reason to the FM to fail the reinspection. We ask that you or Salamander provide and install the extra FEC if you still want to proceed.

If not, we'll patch and repair the hole as planned under CCD 39. Please advise.

Nick Starcevic
Project Mgr | Balfour Beatty
O: (843) 974-4590 | C: (704) 361-3265
E: nstarcevic@balfourbeattyus.com | <http://www.balfourbeattyus.com>
306 Meeting Street, Suite 300, Charleston, SC 29401

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

From: James Clements [mailto:jclements@matrixse.com]
Sent: Thursday, January 3, 2019 9:13 AM
To: Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>
Cc: JFaulkinberry (JFaulkinberry@lpbatlanta.com) <JFaulkinberry@lpbatlanta.com>; Simonton, David <dsimonton@balfourbeattyus.com>; Kim Brown <kbrown@bennetthospitality.com>; Spano, Tim <tspano@Balfourbeattyus.com>; Marty Wall (mwall@bennetthospitality.com) <mwall@bennetthospitality.com>
Subject: RE: Upper dining Fire cabinet relocation

Nick

Thanks for the follow up. Pls charge the wine cooler CCD #39. As Kim suggested, please include replacing the vacated location with the same FECs and extinguishers in lieu of repairing the openings.

Jim Clements
Matrix Program Management Company, LLC
C. 704.905.1165
T. 704.676.9996
jclements@matrixse.com

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

From: Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>
Sent: Thursday, January 3, 2019 8:55 AM
To: James Clements <jclements@matrixse.com>
Cc: JFaulkinberry (JFaulkinberry@lpbatlanta.com) <JFaulkinberry@lpbatlanta.com>; Simonton, David <dsimonton@balfourbeattyus.com>; Spano, Tim <tspano@Balfourbeattyus.com>
Subject: FW: Upper dining Fire cabinet relocation

Jim

...which CCD do we charge relocating the FEC in upper dining to?

Thanks,

Nick Starcevic

Project Mgr | Balfour Beatty

O: (843) 974-4590 | C: (704) 361-3265

E: nstarcevic@balfourbeattyus.com | <http://www.balfourbeattyus.com>

306 Meeting Street, Suite 300, Charleston, SC 29401

Jennifer Faulkinberry

From: Jennifer Faulkinberry <JFaulkinberry@lpballanta.com>
Sent: Monday, December 10, 2018 10:48 PM
To: Simonton, David
Cc: James Clements; Kim Brown (kbrown@bennetthospitality.com)
Subject: FW: 630 / Marion / X-ray sheet for lobby bar
Attachments: 2018-11-14 XRAY Info for ID-804.pdf

David,

What were the results of the x-raying in this square area?

len

From: Alyssa Foster <afoster@dciatl.com>
Sent: Monday, December 10, 2018 4:55 PM
To: Jennifer Faulkinberry <JFaulkinberry@lpbatlanta.com>
Subject: FW: 630 / Manon / Xray sheet for lobby bar

1. The first step is to identify the problem or question that needs to be answered. This involves understanding the context and the specific requirements of the task.

Answer Format : FLE GA

DESK COPY, 195

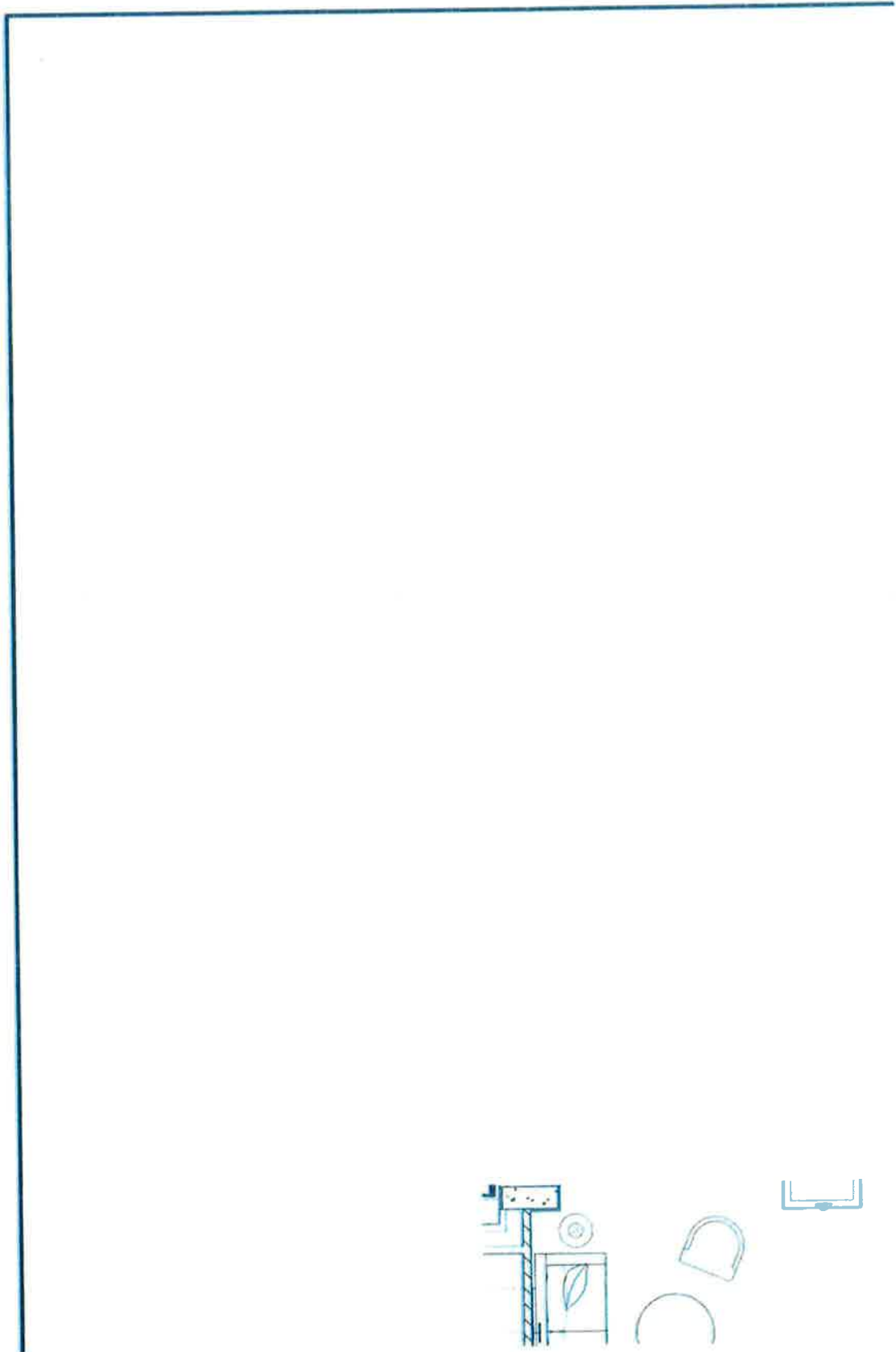
1. Introduction

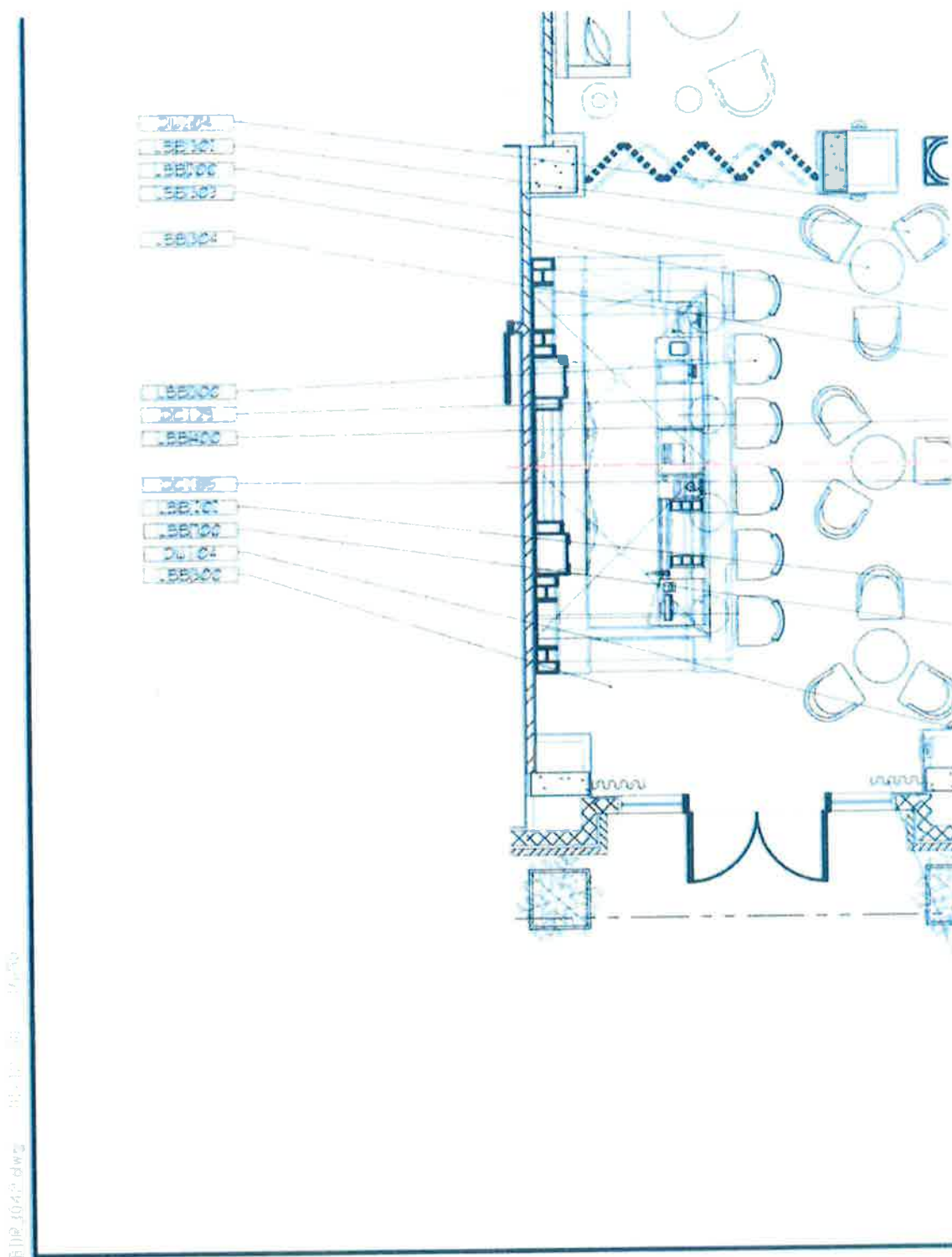
From: Alyssa Foster
Sent: Wednesday, November 14, 2018 5:46 PM
To: 'James Clements' <jcclements@matrxse.com>
Cc: Woody Faust <wfaust@dcafl.com>; Jennifer Faulkinberry <jfaulkinberry@lobatantia.com>; Kim Brown <kbrown@beringthospitality.com>
Subject: 630 / Marion / Xray sheet for lobby bar

2011年12月11日 星期六

Allyl Test: FID/CA

FINLEY, CONTINGENT, P.C.
10000 10th Avenue, Suite 100
Denver, CO 80231
303.755.1100
www.finleycontingent.com





Spano, Tim

From: Spano, Tim <timspano@Balfourbeattyus.com>
Sent: Tuesday, December 4, 2018 4:31 PM
To: LCOMBS@scana.com; THIGPEN, JESSE D JR
Cc: Porter, Rodney; 'jclements@matrixse.com'; Simonton, David
Subject: FW: Hotel Bennett - Light Poles- 404 king street

Can someone please respond with who I need to talk to meet and get the King Light poles set? I have had no responses to the below emails. Thanks

Tim Spano

Senior Project Mgr. Balfour Beatty
 813-917-1656
timspano@balfourbeattyus.com | www.balfourbeattyus.com
 500 Meeting Street, Suite 500, Charleston, SC 29403

Balfour Beatty

From: Spano, Tim
Sent: Thursday, November 15, 2018 8:13 PM
To: 'LCOMBS@scana.com' <LCOMBS@scana.com>
Cc: 'Porter, Rodney' <porterr@charleston-sc.gov>; 'jclements@matrixse.com' <jclements@matrixse.com>; THIGPEN, JESSE D JR <JTHIGPEN@scana.com>; Simonton, David <dsimonton@balfourbeattyus.com>
Subject: RE: Hotel Bennett - Light Poles- 404 king street

Lucian, We have replaced bolts, adjusted heights, replaced bluestone to be tight to the bolts & installed plinths on slopes to level the pole base. Can you please come by to very all is good to set the light poles? My cell is 813-917-1656. Thanks

Tim Spano

Senior Project Mgr. Balfour Beatty
 813-917-1656
timspano@balfourbeattyus.com | www.balfourbeattyus.com
 500 Meeting Street, Suite 500, Charleston, SC 29403

Balfour Beatty

From: Spano, Tim
Sent: Wednesday, November 07, 2018 12:11 PM
To: 'LCOMBS@scana.com' <LCOMBS@scana.com>
Cc: 'Porter, Rodney' <porterr@charleston-sc.gov>
Subject: Hotel Bennett - Light Poles

Lucian, Please call me when on site to check pole bolts. 813-917-1656. Thanks

Tim Spano

School Project Mgr. Balfour Beatty

1000 N. 10th St. Suite 100, Jacksonville, FL 32211

1000 N. 10th St. Suite 100, Jacksonville, FL 32211

1000 N. 10th St. Suite 100, Jacksonville, FL 32211

Balfour Beatty

1000 N. 10th St. Suite 100, Jacksonville, FL 32211
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1000 N. 10th St. Suite 100, Jacksonville, FL 32211

Jennifer Faulkinberry

From: Jennifer Faulkinberry <JFaulkinberry@lpbatlanta.com>
Sent: Monday, November 12, 2018 7:29 PM
To: Starcevic, Nicholas
Cc: Spano, Tim; Simonton, David; James Clements; Kim Brown (kbrown@bennetthospitality.com); Phue Huynh; Bill Richardson
Subject: FW: Marion Square - voltage issue for lighting in elevator lobby 3-8

Nick,

See below suggestion from our engineering dept. Can you please ask Watson if they can accomplish this? If we need to discuss, let's have a call w/ Watson and us ASAP.

Thanks,

Jennifer G. Faulkinberry

Winford Lindsay Architect

344 West Pike Street
Lawrenceville, GA 30046

direct 770.407.5786
fax 770.407.5817
cell 770.241.2473

From: Phue Huynh
Sent: Monday, November 12, 2018 2:18 PM
To: Jennifer Faulkinberry <JFaulkinberry@lpbatlanta.com>
Subject: Marion Square - voltage issue for lighting in elevator lobby 3-8

Disconnect 277V light branch circuit for light fixture type DC60 in elevator lobby. Reroute branch circuit and connect to the 120V branch circuit in accessible ceiling in the same electrical room or in Linen/Storage room adjacent to the electrical room. Field verify branch circuit.

For example:

3rd floor, disconnect 277V branch circuit 3HA-42 for elevator light fixture type DC60. Re-route branch circuit and connect to 120V branch circuit 3LA-58 serving receptacles in electrical room 300K and Linen/Storage 300H.

Jennifer Faulkinberry

From: Jennifer Faulkinberry <JFaulkinberry@lpbatlanta.com>
Sent: Monday, November 12, 2018 7:29 PM
To: Starcevic, Nicholas
Cc: Spano, Tim; Simonton, David; James Clements; Kim Brown (kbrown@bennetthospitality.com); Phue Huynh; Bill Richardson
Subject: FW: Marion Square - voltage issue for lighting in elevator lobby 3-8

Nick .

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Thanks,

Jennifer G. Faulkinberry

Winford Lindsay Architect

344 West Pike Street
Lawrenceville, GA 30046

direct 770.407.5785
fax 770.407.5817
cell 770.241.2473

From: Phue Huynh
Sent: Monday, November 12, 2018 2:18 PM
To: Jennifer Faulkinberry <JFaulkinberry@lpbatlanta.com>
Subject: Marion Square - voltage issue for lighting in elevator lobby 3-8

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For example:

3rd floor, disconnect 277V branch circuit 3HA-42 for elevator light fixture type DC60. Re-route branch circuit and connect to 120V branch circuit 3LA-58 serving receptacles in electrical room 300K and Linen/Storage 300H.

James Clements

From: James Clements <jclements@matrixse.com>
Sent: Tuesday, December 18, 2018 9:55 PM
To: Spano, Tim; Jim Busch; Ryan Quinlan; Jennifer Faulkinberry; Buck Lindsay
Cc: Marty Wall; Jennifer Faulkinberry; Simonton, David; Starcevic, Nicholas; Jim Busch; Kim Brown
Subject: Re: DOL Elevator Inspection for Elevators 1-4

Thanks, Tim

Confirmed for 12/28

Jennifer

Per trailing email we need paperwork confirming smoke seals at 9th floor lobby are acceptable to designer.

Salamander

Need permanent code compliant fire signs at elevator lobbies installed.

Jim Clements
Matrix Program Management, LLC
322 Prince St.
Georgetown, SC
D. 704.676.9996
C. 704.905.1165

jclements@matrixse.com
www.matrixse.com

Sent from my iPhone. Please excuse any typos.

On Dec 18, 2018, at 4:42 PM, Spano, Tim <timspano@Balfourbeattyus.com> wrote:

Jim, I just got off a call with the DOL Elevator Inspector confirming the Dec 28th Elevator Inspection. He had the following questions of items that he is looking for on the 28th. Smoke Door installed at 9th and 2nd floor. I told him that the design team is having us add smoke seals at the 2nd floor corridor off elevator 4 rear exit. He said that he will need paperwork from the designer/engineer showing the code that allows no smoke door there. He also asked about the emergency lighting at the elevator entrances and I told him that we are good to go. He also asked if the Permanent Code Compliant fire signs were installed at the elevator lobbies. I said that the temporary code compliant signs are still there and he said to get the Permanent ones installed. Thanks

Tim Spano

Senior Project Mgr | Balfour Beatty
P 803.444.4154 | F 803.444.4154
E timspano@BalfourBeatty.com | www.balfourbeatty.com

image002.jpg

Simonton, David

From: Simonton, David </o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=2f903f367ffd41c186fd0968e93c6181-David Simon>
Sent: Friday, February 15, 2019 11:53 PM
To: 'James Clements'; Jennifer Faulkinberry
Cc: Kim Brown (kbrown@bennethospitality.com); 'Buck Lindsay'; Tim Spano (timspano@Balfourbeattyus.com); Nicholas Starcevic (NStarcevic@Balfourbeattyus.com); Pat Dean (pdean@balfourbeattyus.com)
Bcc: HotelatMarion@balfourbeattyus.com
Subject: RE: Marion Square - S.I. #056R3 3rd Floor Shutters-BBC Response
Attachments: MSH-BBC Response to SI 56R3 Shutters.pdf

Jim, Please see our attached letter in regards to this added scope of work.

David Simonton

VP/Operations | Balfour Beatty
 1001 Main Street, Suite 1000 | Charleston, SC 29401
 Tel: 803.799.1165 | Fax: 803.799.1166
dsimonton@balfourbeattyus.com

Balfour Beatty

From: James Clements [mailto:jclements@matrixse.com]
Sent: Thursday, February 14, 2019 11:52 AM
To: Jennifer Faulkinberry <JFaulkinberry@lpmatlanta.com>; Simonton, David <dsimonton@balfourbeattyus.com>
Cc: Kim Brown (kbrown@bennethospitality.com) <kbrown@bennethospitality.com>; 'Buck Lindsay' <BLindsay@lpmatlanta.com>
Subject: RE: Marion Square - S.I. #056R3 3rd Floor Shutters
Importance: High

David

I don't see a response to my trailing email. Pls advise the status of the shutter re-order.

Thank you

Jim Clements
 Matrix Program Management Services, LLC
 C. 704-905-1165
jclements@matrixse.com

From: James Clements
Sent: Thursday, February 7, 2019 7:13 AM
To: Jennifer Faulkinberry <JFaulkinberry@lpmatlanta.com>; Simonton, David (dsimonton@balfourbeattyus.com)

<dsimonton@balfourbeattyus.com>

Cc: Nick Starcevic (NStarcevic@Balfourbeattyus.com) <NStarcevic@Balfourbeattyus.com>; Spano, Tim <tspano@balfourbeattyus.com>; Kim Brown (kbrown@bennetthospitality.com) <kbrown@bennetthospitality.com>; Pieniak, Shanti (SPieniak@Balfourbeattyus.com) <SPieniak@Balfourbeattyus.com>; 'rledford@balfourbeattyus.com' <rledford@balfourbeattyus.com>; 'Buck Lindsay' <BLindsay@lbatlanta.com>

Subject: RE: Marion Square - S.I. #056R3 3rd Floor Shutters

David

I wish to confirm previous OAC discussions that fabrication lead-time is 6 weeks and with that in mind, has the reorder been submitted and what is the anticipated installation date?

Jim Clements

Matrix Program Management Services, LLC

C. 704-905-1165

jclements@matrixse.com

From: James Clements

Sent: Tuesday, February 5, 2019 8:05 PM

To: Jennifer Faulkinberry <jfaulkinberry@lbatlanta.com>; Simonton, David (dsimonton@balfourbeattyus.com) <dsimonton@balfourbeattyus.com>

Cc: Nick Starcevic (NStarcevic@Balfourbeattyus.com) <NStarcevic@Balfourbeattyus.com>; Spano, Tim <tspano@balfourbeattyus.com>; Kim Brown (kbrown@bennetthospitality.com) <kbrown@bennetthospitality.com>; Pieniak, Shanti (SPieniak@Balfourbeattyus.com) <SPieniak@Balfourbeattyus.com>; 'rledford@balfourbeattyus.com' <rledford@balfourbeattyus.com>

Subject: RE: Marion Square - S.I. #056R3 3rd Floor Shutters

Thanks for the follow up, Jennifer.

Jim Clements

Matrix Program Management Company, LLC

C. 704.905.1165

T. 704.676.9996

jclements@matrixse.com

From: Jennifer Faulkinberry <jfaulkinberry@lbatlanta.com>

Sent: Tuesday, February 5, 2019 7:44 PM

To: Simonton, David (dsimonton@balfourbeattyus.com) <dsimonton@balfourbeattyus.com>

Cc: James Clements <jclements@matrixse.com>; Nick Starcevic (NStarcevic@Balfourbeattyus.com) <NStarcevic@Balfourbeattyus.com>; Spano, Tim <tspano@balfourbeattyus.com>; Kim Brown (kbrown@bennetthospitality.com) <kbrown@bennetthospitality.com>; Pieniak, Shanti (SPieniak@Balfourbeattyus.com) <SPieniak@Balfourbeattyus.com>; 'rledford@balfourbeattyus.com' <rledford@balfourbeattyus.com>

Subject: Marion Square - S.I. #056R3 3rd Floor Shutters

All,

See attached SI #56R3 for implementation. Please add this scope to CCD #036

Thank you,

Jennifer G. Faulkinberry

Winford Lindsay Architect

245 West Pike Street

direct 770.487.5786

Lawrenceville, GA 30046

fax 770.487.5817

<http://www.jgfaulkinberry.com>

cell 770.241.2473



February 15, 2019

Mr. Jim Clements
Matrix Program Management
322 Prince St.
Georgetown, SC 29440

Re: The Hotel at Marion Square – Response to SI 56R3 Request for Implementation

Dear Mr. Clements:

We are in receipt of WLA email dated February 5, 2019, which includes the directive to re-manufacture and install the 3rd floor shutters and charge that cost to CCD 36. SI 56R3 also carries the Language this SI will be "without change in contract sum or contract time." Please note, Balfour Beatty has completed the work of CCD 36, by installing the exterior shutters except for the 3rd floor, which could not be installed due to a design error by WLA.

Due to the fact we have completed CCD 36, and now being asked to proceed with another change (design error) added to this existing CCD 36, and because the Owner has failed and refused to pay for the completed CCD 36 and other CCD work and work in place, Balfour Beatty hereby declines to perform the work until the following terms and conditions are met:

Balfour Beatty and our Subcontractor will provide and install the SI 56R3 shutters when they receive full payment on all outstanding pay applications, and supplied with a \$43,491.75 deposit up front, and a payment with the difference when completed with the shutter installation (see attached Warco Quote dated February 14, 2019).

Jim, it is inapprehensible how WLA could recommend no payments to the Contractor for pay applications #43 and #44 and future payments, then a few days later send a request to make a further change to the building with no avenue for Balfour Beatty or the Subcontractor to collect past and future payments, all the while the Owner receives further enhancements to his building at no cost, and no intention to pay for.

In closing, Balfour Beatty will not be doing this additional work until all the terms and conditions defined above are satisfied.

Balfour Beatty

Sincerely,

BALFOUR BEATTY CONSTRUCTION, LLC



David Simonton

Cc:

**Buck Lindsey-WLA
Jennifer Faulkenberry-WLA
Kim Brown-Library Associates, LLC
Pat Dean-Balfour Beatty Construction, LLC**



Date: February 14, 2019

Job: Hotel at Marion Square

Attn: Nick Starevic - Balfour Beatty Construction

RE: S.I. #056R3 3rd Floor Shutters

Change Order - Scope of Work

Third Floor Shutters – associated cost impact with providing shutters per S.I. #056R3 dated February 14, 2019

Notes:

1. Warco agrees to provide scope after receipt of full payment on all outstanding pay applications.
2. Warco will require a \$43,491.75 deposit prior to material release.

Quote: \$57,989.00

Thank you for allowing Warco Construction the opportunity to contribute to this project. If you have any questions or concerns, feel free to contact me at (704) 521 5200.

Thank you,

A handwritten signature in blue ink, appearing to read 'Nick Peak', is written over a light blue circular stamp.

Nick Peak
Warco Construction Inc.

3910 Stuart Andrew Blvd
Charlotte, North Carolina 28217

(704) 521 5200
Fax (704) 521 5199

accessible. The switch boxes are on the wall adjacent to the guestroom closets and are open framing cavities.

Furthermore, we do not see where this is a stated project requirement to exclude the exception to code 404.2 (C) exception 2. We also do not see where the affected walls are insulated. The code referenced by WLA does make exceptions as stated above, therefore we feel we did perform with code compliance.

Respectfully,

Dale J Winovich, LEED AP BD & C
Operations Manager

Jim, as we have previously responded, the electrical system for the vanity light switch is installed per the contract document and provides you with a working system to operate the light. The light switch you are attempting to install is not in alignment with the current design, therefore is a change to the current contract document and we provide the following solution:

We will add the required Neutral if this is actually what your LV contractor requires, as a Change to the Contract. We will provide a quote to you for this Change, and should you accept, the Owner will be required to deposit the total value of the Change Order funds with a 3rd party trust, mutually acceptable to all parties involved, so that as the change order progresses, we can draw directly from those funds without interruption.

Should you provide the work is not in compliance with the Contract documents, you will still have the rights to reclaim the Change order value

We await your decision on this proposed solution.

Regards,

David Simonton

VP, Operations | Balfour Beatty

1000 1000 1000 1000 1000 1000

dsimonton@balfourbeattyus.com | www.balfourbeattyus.com

1000 Advertising Street, Suite 400, Charleston, SC 29402

Balfour Beatty

Build to Last
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From: James Clements [<mailto:jclements@matrixse.com>]

Sent: Wednesday, October 17, 2018 10:43 AM

To: Simonton, David <dsimonton@balfourbeattyus.com>; Starcevic, Nicholas

<NStarcevic@Balfourbeattyus.com>

Cc: 'Jennifer Faulkinberry' <jfaulkinberry@pbatlanta.com>; Kim Brown

<kbrown@bennetthospitality.com>; wfaust@dciaatl.com; Dean, Pat <pdean@balfourbeattyus.com>

Subject: Open Electrical Matters

David

The Owner and consultant team have been patient about getting BBC's response to the relocation of the concierge light fixtures and non-compliance of the vanity light switch installation. At tomorrow's meeting, the Owner and design team need an answer. I believe it to be a reasonable expectation and

cannot help but assume any further delay on BBC's (don't care what Watson's view is) position to be interpreted as a rejection by BBC's of their responsibility in the matter.

Jim Clements
Matrix Program Management Services, LLC

O. 704-676-9996

C. 704-905-1165

jcllements@matrixse.com

James Clements

From: James Clements <jclements@matrixse.com>
Sent: Friday, November 9, 2018 7:46 PM
To: Simonton, David
Cc: Starcevic, Nicholas; Spano, Tim; 'Buck Lindsay'; Bill Richardson; Phue Huynh; 'Jennifer Faulkinberry'; Kim Brown; Kim Brown; Melissa Pense; Dean, Pat
Subject: RE: Open Electrical Matters-BBC Response 11/9/2018

Received Dave and wish to point out as you and I discussed, while in the rooms Watson was also unbundling the neutrals in the bathroom switches that were cross circuited

Jim Clements
 Matrix Program Management Services, LLC

O. 704-676-9996
 C. 704-905-1165
 Jclements@matrixse.com

From: Simonton, David <dsimonton@balfourbeattyus.com>
Sent: Friday, November 9, 2018 7:46 AM
To: James Clements <jclements@matrixse.com>
Cc: Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>; Spano, Tim <timspano@Balfourbeattyus.com>; 'Buck Lindsay' <BLindsay@lpmatlanta.com>; Bill Richardson <BRichardson@lpmatlanta.com>; Phue Huynh <PHuynh@lpmatlanta.com>; 'Jennifer Faulkinberry' <JFaulkinberry@lpmatlanta.com>; Kim Brown <kbrown@bennetthospitality.com>; Kim Brown <kbrown@bennetthospitality.com>; Melissa Pense <melissa@bennetthospitality.com>; Dean, Pat <pdean@balfourbeattyus.com>
Subject: RE: Open Electrical Matters-BBC Response 11/9/2018

Jim, please find attached our notice of Cure satisfied.
 As stated in the letter, we will be submitting costs to uncover and recover the work.
 ds

David Simonton

VP/Operations | dsimonton@balfourbeattyus.com
 813.922.2222 | 813.922.2222
 > dsimonton@balfourbeattyus.com | www.balfourbeattyus.com
 10015 Spring Lake Drive, Suite 1000, Charleston, SC 29405



From: James Clements [<mailto:jclements@matrixse.com>]
Sent: Tuesday, October 23, 2018 4:13 PM
To: Simonton, David <dsimonton@balfourbeattyus.com>
Cc: Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>; Spano, Tim <timspano@Balfourbeattyus.com>; 'Buck Lindsay' <BLindsay@lpmatlanta.com>; Bill Richardson <BRichardson@lpmatlanta.com>; Phue Huynh <PHuynh@lpmatlanta.com>; 'Jennifer Faulkinberry' <JFaulkinberry@lpmatlanta.com>; Kim Brown

<kbrown@bennetthospitality.com>; Kim Brown <kbrown@bennetthospitality.com>

Subject: RE: Open Electrical Matters

David

BBC's and Watson's response do not meet the exceptions Buck noted in the attached email on the deficiency.

Pls find the Owner's Letter of Notification.

Jim Clements
Matrix Program Management Services, LLC

O. 704-676-9996

C. 704-905-1165

jcllements@matrixse.com

From: Simonton, David <dsimonton@balfourbeattyus.com>

Sent: Monday, October 22, 2018 8:48 PM

To: James Clements <jcllements@matrixse.com>

Cc: Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>; Spano, Tim <timspano@Balfourbeattyus.com>

Subject: Fwd: Open Electrical Matters

Resent as requested.

David Simonton
VP Operations | Charleston, SC
Balfour Beatty Construction
Mobile: 512-391-9273

Begin forwarded message:

From: "Simonton, David" <dsimonton@balfourbeattyus.com>

Date: October 17, 2018 at 6:53:47 PM EDT

To: James Clements <jcllements@matrixse.com>, "Starcevic, Nicholas"

<NStarcevic@Balfourbeattyus.com>

Cc: 'Jennifer Faulkinberry' <jfaulkinberry@iphatlanta.com>, Kim Brown

<kbrown@bennetthospitality.com>, "wfaust@dcintl.com" <wfaust@dcintl.com>, "Dean, Pat"

<pdean@balfourbeattyus.com>, "Tim Spano" (timspano@Balfourbeattyus.com)"

<timspano@Balfourbeattyus.com>

Subject: RE: Open Electrical Matters

Jim, We have added the relocation of the Concierge light fixture to Watsons work list, even though we feel it is in the correct location.

We do require a dimensioned drawing for your requested relocation of the light fixture.

In regards to the guest room vanity light switch the following is Watsons response, as well as Balfour Beatty response below.

Watson Response:

David,

Our claim is not that we would need to fish to a nearby grounded device as WLA suggests, but that if LMI needs the neutral to make their devices work there is an access panel in the closet ceiling where junction boxes. From the junction box down the framed wall cavity where the switch boxes exist are

accessible. The switch boxes are on the wall adjacent to the guestroom closets and are open framing cavities.

Furthermore, we do not see where this is a stated project requirement to exclude the exception to code 404.2 (C) exception 2. We also do not see where the affected walls are insulated. The code referenced by WLA does make exceptions as stated above, therefore we feel we did perform with code compliance.

Respectfully,

Dale J Winovich, LEED AP BD & C
Operations Manager

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Should you provide the work is not in compliance with the Contract documents, you will still have the rights to reclaim the Change order value

We await your decision on this proposed solution.

Regards,

David Simonton

VP/Operations Balfour Beatty
O 912.993.9273 | F 912.993.9212
E dsimonton@balfourbeattyus.com | www.balfourbeattyus.com
100 Meeting Street, Suite 300, Charleston, SC 29401

Balfour Beatty

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From: James Clements [<mailto:jclements@matrixse.com>]
Sent: Wednesday, October 17, 2018 10:43 AM
To: Simonton, David <dsimonton@balfourbeattyus.com>; Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>
Cc: 'Jennifer Faulkinberry' <jfaulkinberry@lgbatlanta.com>; Kim Brown <kbrown@bennethospitality.com>; wfaust@dciatl.com; Dean, Pat <pdean@balfourbeattyus.com>
Subject: Open Electrical Matters

David

The Owner and consultant team have been patient about getting BBC's response to the relocation of the concierge light fixtures and non-compliance of the vanity light switch installation. At tomorrow's meeting, the Owner and design team need an answer. I believe it to be a reasonable expectation and

cannot help but assume any further delay on BBC's (don't care what Watson's view is) position to be interpreted as a rejection by BBC's of their responsibility in the matter.

Jim Clements
Matrix Program Management Services, LLC

O. 704-676-9996

C. 704-905-1165

jcclements@matrixsg.com

Pieniak, Shanti

From: Buck Lindsay <BLindsay@lpbatlanta.com>
Sent: Monday, February 11, 2019 11:41 AM
To: Simonton, David
Cc: 'James Clements'; Jennifer Faulkinberry; Kim Brown (kbrown@bennethospitality.com)
Subject: 2009007 Bennett Hotel - contract closeout.
Attachments: 1240_001.pdf

David -

Regrets for not responding sooner on the status of Applications for Payment #43, #44 and #45. We have been working to assemble all of the relevant information needed to complete this evaluation. The following is what we have, as I see it, condensed into actionable format. If you disagree with any of the below numbers in paragraphs #1 and #2, please advise.

1. Time
 - a. NTP 3/30/15
 - b. Const Period 852 days (28 months)
 - c. Contr Completion 7/30/17
 - d. Days added by CO 20 (OCO #3)
 - e. Adjusted Contr Completion 8/19/17
 - f. Days delayed 531 (as of 2/1/19)
 - g. Substantial Completion TBD – See WLA email 2/8/19 requesting specific information necessary to determine S/C
2. Amount
 - a. Contract Amount \$59,344,747
 - b. CO amt through AFP #44 \$5,637,169.15
 - c. Adjusted Contr Amount \$64,981,916.14
 - d. Amount Paid thru AFP#42 \$59,999,390.36
 - e. Amount remaining \$4,982,525.78
3. The Owner has specific claims to be asserted related to time and amount as the work completes, as follows:
 - a. Owner furnished painting and tech work (in response to BBC's refusal to address painting punch work (supported by invoices) \$2,000,000 (to be finalized)
 - b. List of credits due for work not preformed (attached) \$272,469.75
 - c. Arch/Engr Fees incurred move for days past 60 days past completion date (Based on invoicing) \$187,123
 - d. Liquidated Damages – 530 days X \$9,000/day = \$4,779,000 (base on cap of GC's fee) \$1,400,000
 - e. Other claims the owner may assert based on on-going work. ???
 - TOTAL \$3,672,657 + ???
4. Contract Amount remaining (based on Owners right to retain payment related to disputed amounts) \$1,309,866.78

We understand you may have additional change order time or amount in mind, or about which there are disputes on disposition, but the above in paragraphs #1 and #2 is where we all stand today, contractually. Any further time or amount items you may have will be resolved in impending architect initial decision or dispute resolution. Today, we have responded to all time claims you have made (three specific claims related to concrete work delays, upon which we have rendered Initial Decisions). Similarly, any further amount (Change order) claims that you might have will be settled in a similar fashion.

We have received to your letter of 1/25/19, Consolidated Claims, which was too broad and vague to be properly evaluated, by asking for precise detail on any claims you may still contend. See our reply 2/4/19.

Sincerely

Buck Lindsay, architect

Winford (Buck) Lindsay, FAIA
344 West Pike Street
Lawrenceville GA 30046

Tel 770-963 8989
Dir 770-407-5800
Cell 404-520 0058

blindsay@lpbatlanta.com

§ 1.1.8 PROJECT MANUAL

The Project Manual is a volume assembled for the Work which may include the bidding requirements, sample forms, Conditions of the Contract and Specifications.

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.2.4 In the event of any conflict or discrepancy between or among elements of the Contract Documents, the most recently issued Contract Documents shall take precedence over previous issues of the same Document. The order of precedence shall be as follows with the highest authority listed first:

1. **Change Orders.** Those of a later date shall take precedence over those of an earlier date
2. **Written Amendments to the Agreement between the Owner and the Construction Manager as a Constructor** signed by both parties. Those of a later date shall take precedence over those of an earlier date
3. **Written Clarifications**
4. **Supplementary Conditions**
5. **General Conditions of the Contract for Construction**
6. **The Agreement between The Owner and The Contractor**
7. **Addenda.** Those of a later date shall take precedence over those of an earlier date
8. **Written Specifications**
9. **Schedules in the Specifications**
10. **Schedules on the Working Drawings**
11. **Working Drawing Details.** Large scale take precedence over small scale Drawings
12. **Working Drawings which are Dimensioned**
13. **Calculated Dimensions**
14. **Working Drawings which are not Dimensioned**

§ 1.3 CAPITALIZATION

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 INTERPRETATION

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

§ 1.5.1 The Drawings, Specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service through which the Work to be executed by the Contractor is described. The Contractor may retain one record set. Neither the Contractor nor any Subcontractor, Sub-subcontractor or material or equipment supplier shall own or claim a copyright in the Drawings, Specifications and other documents prepared by the Architect or the Architect's consultants, and unless otherwise indicated the Architect and the Architect's consultants shall be deemed the authors of them and will retain all common law, statutory and other reserved rights, in addition to the copyrights. All copies of Instruments of Service, except the Contractor's record set, shall be returned or suitably accounted for to the Architect, on request, upon completion of the Work. The Drawings, Specifications and other documents prepared by the Architect and the Architect's consultants,

Simonton, David

From: Simonton, David
Sent: Monday, March 19, 2018 5:31 PM
To: 'James Clements'; Buck Lindsay
Cc: Kim Brown; Starcevic, Nicholas; Jennifer Faulkinberry; Bill Bundy; David Stanton (DStanton@Balfourbeattyus.com)
Subject: RE: Bennett Hotel - initial decisions
Attachments: Bennett Hotel-BBC Response to Architect Initial Decision of 3-12-18.pdf

Jim and Buck,
 Please find Balfour Beatty's response to Buck's email dated March 12, 2018.
 Any questions please call.

David Simonton, Vice President Operations
 C: (512) 391-9273 | www.balfourbeattyus.com
 306 Meeting Street, Suite 300, Charleston, SC. 29401

Facebook | Twitter | LinkedIn

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

From: James Clements [mailto:jclements@matrixse.com]
Sent: Monday, March 12, 2018 10:28 AM
To: Buck Lindsay <BLindsay@lpbatlanta.com>
Cc: Kim Brown <kbrown@bennetthospitality.com>; Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>; Jennifer Faulkinberry <JFaulkinberry@lpbatlanta.com>; Simonton, David <dsimonton@balfourbeattyus.com>; Bill Bundy <bundyw@bellsouth.net>
Subject: FW: Bennett Hotel - initial decisions

Thank you, Buck. Stanton is no longer on the project. David Simonton is in charge and I have copied him.

Jim Clements
 C 704-905-1165
 O 704-676-9996
jclements@matrixse.com

On 3/12/18, 10:08 AM, "Buck Lindsay" <BLindsay@lpbatlanta.com> wrote:

David - the owner has asked us for Initial Decisions on a few disputed issues:

1. BBC has declined to reimburse the Owner for FFE items damaged during delivery or while in storage.
 Initial Decision: Based on the provisions of Spec 01 101, para. 1.5 H, I and J, attached, BBC is responsible for FFE items, and if they are damaged while in BBC's care, they should be repaired to like new condition or replaced at BBC's expense.
2. BBC maintains that items damaged during the last hurricane which did not meet the Builder's Risk deductible, should not be charged to the Construction Contingency.
 Initial Decision: Based upon the contract document AIA A133, para. 2.2.4.2, attached, the items damaged by the hurricane which were not covered by the deductible can be charged to BBC's Construction Contingency.

These decisions should be accounted for accordingly in subsequent payment documents.

Buck Lindsay, architect

removal of all rubbish, tools, scaffolding and surplus materials and equipment from the Project Site, and delivery of Final Affidavit.

X. Add the following new General Conditions Part 9.10.6:

9.10.6 Upon Final Completion, Contractor shall deliver all building certificates required prior to occupancy, mechanical, electrical and plumbing final inspections, all other required approvals by city, county and state governments, or other authority having jurisdiction, and removal of all rubbish, tools, scaffolding and surplus materials and equipment from the Project Site, and delivery of Final Affidavit.

Y. Add the following new General Conditions Paragraph 9.10.7:

9.10.7 In the event that Final Completion is not achieved within sixty (60) days of the contracted date of Substantial Completion through no fault of the Owner or Architect, the Contractor shall pay, in addition to any other damages caused thereby, the Owner an amount equal to the Owner's actual costs of continuing to provide administrative services on this Contract, until Final Completion is achieved in accordance with the Contract Documents unless the delay is not the fault of the Contractor.

Z. Substitute the following new General Conditions Part 11.1.1:

INSURANCE:

During the entire term of the Contract and any extensions thereof, Contractor shall obtain and maintain, at Contractor's expense, the insurance required in this Article 11. Such insurance shall be kept in full force and effect until acceptance of the Work by the Owner except as otherwise noted. Before proceeding with any Work, Contractor shall provide to the Owner, Architect and Lender, and any governmental agency designated by the Owner, a certificate of insurance in acceptable form, executed in duplicate by insurance companies approved by the Owner to evidence the insurance required of Contractor as set forth below. Certificates which deviate from this form or which, in the Owner's, Architect's or Lender's opinion, are incomplete shall be returned for resubmission by Contractor. All insurance policies shall contain a provision indicating they cannot be cancelled without receipt of a written notice by the Owner thirty days prior to the proposed cancellation.

Owner, Architect and Lender shall be named as additional insured on all insurance policies required, with the exception of worker's compensation and employer's liability insurance. All required insurance policies, except workers' compensation and employer's liability, shall be endorsed to be primary and non-contributory to any insurance otherwise carried by Contractor, Architect, Owner and Lender with respect to the Work. Such insurance shall not be modified, permitted to lapse, or canceled without

written notice to Owner from such insurance companies, mailed to Owner, with copies to Architect and Lender, via Registered Mail thirty (30) days in advance of such modification, expiration, or cancellation. In the event of such cancellation notice, Contractor, at Contractor's expense, shall obtain replacement insurance coverage from other insurance companies prior to the cancellation of the original insurance coverage. The presence on the Project Site of representatives of the Owner and

Architect or the participation by the Owner's and Architect's representatives in the Project shall not invalidate any of Contractor's insurance.

AA. Add the following subparagraph to the end of paragraph 11.1:

11.1.5 All insurance shall include the Owner, the Architect, title insurers, and any financing agencies as additional named insureds. The foregoing additional insured status shall not extend to the actual or alleged negligence of the additional insured. Each such policy shall contain the following cross-liability wording except for the actual or alleged negligence of the additional insured: "In the event of a claim being made hereunder by one insured for which another insured is or may be liable, then this policy shall cover such insured against whom a claim is or may be made in the same manner as if separate policies had been issued to each insured hereunder." All such insurance shall be primary and any similar or additional insurance maintained by the Owner shall be secondary and excess to that carried by the Contractor or any Subcontractor. Before commencing the Work, the Contractor shall provide a certificate from its insurance carrier showing that it has complied with the provisions of this Paragraph, and providing that the said insurance policies will not be changed or canceled during their term until at least thirty (30) calendar days' prior notice by registered mail to the Owner. In the event of failure of the Contractor to provide and maintain such insurance or to provide a satisfactory certificate therefor, the Owner shall have the right to acquire and maintain the said insurance for, and in the name of the Contractor, and the Contractor agrees to provide all necessary information to permit the Owner to acquire and maintain such insurance for the account of the Contractor and to pay the cost thereof to the Owner immediately upon presentation of a bill. Compliance by the Contractor with the foregoing requirements concerning carrying insurance and providing certificates, shall not relieve the Contractor from liability under this Contract.

11.1.6 Each of the Public and Auto Liability policies shall name as additional insureds those listed in the paragraph below by including a clause containing the following express language -

- 11.1.7 Submission of a Certificate of Insurance showing the renewal or extension of the policy, Thirty (30)-days prior to expiration of any of the policies listed in 11.1.1 and
- 11.1.8 Hotel name typed on the Certificate of Insurance.
- 11.1.9 Issue the Certificate to:
- Library Associates, LLC
17 Lockwood Drive
Charleston, SC 29401
- 11.1.10 The Owner shall purchase and maintain property insurance upon the entire Work required by the Contract Documents and to the full insurable value thereof. This insurance shall include the interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Work (but shall not cover tools, equipment or other property used or consumed on the Site but not incorporated into the Project) and shall insure against the perils of fire and standard extended coverage.
- 11.1.11 The Owner shall maintain and pay for Builder's Risk Insurance in an amount of coverage equal to the Contract Sum. This Builder's Risk Insurance will not cover tools, equipment or other property used or consumed on the Site but not incorporated in the Work. The Contractor shall provide coverage for such tools, equipment or other property. The Owner shall be responsible for any deductibles which the Owner provides and the Contractor shall be responsible for any deductibles required by insurance under any insurance that it provides. Builders Risk Insurance shall be modified during the life of the project to compensate for modifications to the Contract Sum

COVERAGE

a) Worker's Compensation

b) Employer's Liability

c) Commercial General Liability

LIMITS

Statutory Limits

\$1,000,000 per occurrence.

\$1,000,000 combined single limit
(Occurrence Form)
bodily injury and property damage per occurrence.

Including but not limited to:

- Per Project Basis.
- Premises, operations and elevators.
- Independent Contractors.
- Broad form property damage.

- Personal Injury.
- Blanket contractual liability.
- Blanket fire and explosion legal liability.
- Liquor liability exclusion deleted.
- Explosion, collapse and underground hazard included.
- Products liability.
- Completed operations coverage for three (3) years after completion and acceptance of the Work.

- | | | |
|----|---|---|
| d) | Automobile Liability | \$1,000,000 combined single limit bodily injury and property damage per occurrence. If Contractor, or any subcontractor, is a transporter of hazardous materials, such transporter's Automobile Liability policy shall have all pollution exclusions deleted. |
| e) | Umbrella Liability
(Commercial General Liability Form) | \$10,000,000 per occurrence. |
| f) | Fire and extended coverage including theft on equipment, tools and materials owned or rented by Contractor. | Amount sufficient to fully protect the work against loss. |

If Contractor subcontracts any of the Work, Contractor shall require each Subcontractor to have the insurance coverage required by this Section, except for Excess Umbrella Liability which shall be not less than \$1,000,000. Contractor shall provide Owner and Lender evidence thereof before each Subcontractor commences any of the Work. Contractor's acquisition of the insurance required by this Section shall in no manner lessen, diminish or affect Contractor's obligations set forth in any provisions of this Contract. Contractor shall also carry such additional insurance as may be required by any law. All insurance policies required by the Contractor and Subcontractors shall contain a waiver of subrogation clause wherein no insurance company shall have any right of recovery against Owner, Architect or Lender.

All Subcontractors who are in privity of contract with Owner that perform work on the Owner's behalf at the Project Site shall have the insurance coverage required by this Section, except for Excess Umbrella Liability which shall be no less than \$1,000,000. Owner shall provide Contractor evidence thereof before each Subcontractor commences their work at the Project site.

Builder's Risk (Provided by Owner)

- Coverage on broad "all risks" form including flood and earthquake.
- Transit and off-site storage coverage included.
- Permission for partial occupancy during construction.
 - Deductible paid by Owner (\$10,000 per occurrence) for all claims except flood.
 - Deductible for flood coverage, will be \$500,000 for Zones A, B, V & Shaded X, or \$50,000 for all other flood designated areas.*
 - Deductible paid by Contractor (\$10,000 per occurrence) for all claims related to non-natural causes such as theft, arson, etc.
 - All losses adjusted with and made payable to Contractor and Owner as applicable.
 - There will be a 30 day waiting period for all losses related to soft costs/rents.

Policy limit equal to the full completed value of Project, including furniture, fixtures, and equipment.

*Deductible shall be paid by the Owner

All insurance required in this section shall be provided by financially responsible insurance carriers authorized to do business in the State of South Carolina and rated by A.M. Best Rating Service as A-, IX or better.

Owner and Contractor acknowledge that the insurance requirements required by the Contract Documents may be required to be varied by Owner's insurance carrier and Contractor agrees to execute suitable modifications of the provisions hereof upon the written request of the Owner, provided Owner bears any additional cost associated therewith.

Any performance bond provided by Contractor shall expressly provide coverage for the liquidated damages and attorneys' fees, described in the Agreement between the Owner and the Contractor.

BB. Substitute the following new General Conditions Part 13.3 in lieu of 13.3 - 13.3.3

- 13.3** Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it is intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery, or if delivered and received via email or facsimile, to the last business address known to the party giving notice.

Pieniak, Shanti

From: James Clements <jclements@matrixse.com>
Sent: Monday, February 11, 2019 11:02 AM
To: Simonton, David
Cc: kbrown@bennethospitality.com; JFaulkinberry (JFaulkinberry@lpbatlanta.com); Buck Lindsay; Ryan, Thomas; 'Steve Eifert (seifert@shepconsult.com)'; Dean, Pat; Kim Brown; 'Brent McDonald (Brent@BundyMcDonald.com)'
Subject: RE: 10410-C/ Marion Square / Metal Work
Attachments: HMS RE Request for Advanced Funding-Renaissance.pdf; NOD_Folding Screen RCO 261r3.pdf

David

Please find the attached. Original going out today CMRRR.

Jim Clements
 Matrix Program Management Services, LLC
 C. 704-905-1165
 Jclements@matrixse.com

From: James Clements
Sent: Tuesday, January 29, 2019 11:32 AM
To: Starcevic, Nicholas <NStarcevic@balfourbeattyus.com>
Cc: Simonton, David <dsimonton@balfourbeattyus.com>; wfaust@dciatl.com; Spano, Tim <tims Spano@balfourbeattyus.com>; kbrown@bennethospitality.com; Hotelat Marion <HotelatMarion@balfourbeattyus.com>; JFaulkinberry (JFaulkinberry@lpbatlanta.com) <JFaulkinberry@lpbatlanta.com>; Buck Lindsay <BLindsay@lpbatlanta.com>
Subject: Re: 10410-C/ Marion Square / Metal Work

Received, Nick

Jim Clements
 Matrix Program Management, LLC
 C. 704.905.1165
jclements@matrixse.com
www.matrixse.com

Sent from my iPhone. Please excuse any typos.

On Jan 29, 2019, at 11:03 AM, Starcevic, Nicholas <NStarcevic@balfourbeattyus.com> wrote:

Jim

See attached.

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

<image001.jpg>

From: James Clements [<mailto:jclements@matrixse.com>]

Sent: Friday, January 25, 2019 9:47 AM

To: Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>

Cc: Simonton, David <dsimonton@balfourbeattyus.com>; wfaust@dciaatl.com; Spano, Tim <tims Spano@Balfourbeattyus.com>; kbrown@bennetthospitality.com; Hotelat Marion <HotelatMarion@balfourbeattyus.com>; JFaulkinberry (JFaulkinberry@lpbatlanta.com) <JFaulkinberry@lpbatlanta.com>; 'Buck Lindsay' <BLindsay@lpbatlanta.com>

Subject: RE: 10410-C/ Marion Square / Metal Work

Nick

BBC has an executed change order for this work. Failure to perform the work, would leave Library Associates, LLC with no option other than to perform for BBC's account and submit a dispute to the AOL.

Pls confirm BBC's final position in this matter.

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 24, 2019 11:45 AM

To: James Clements <jclements@matrixse.com>

Cc: Simonton, David <dsimonton@balfourbeattyus.com>; wfaust@dciaatl.com; Spano, Tim <tims Spano@Balfourbeattyus.com>; kbrown@bennetthospitality.com; Hotelat Marion <HotelatMarion@balfourbeattyus.com>; JFaulkinberry (JFaulkinberry@lpbatlanta.com) <JFaulkinberry@lpbatlanta.com>

Subject: FW: 10410-C/ Marion Square / Metal Work

Jim

See below, they have a shorter lead time for this project. Since we are no longer being funded for additional work on this project, please provide the vendor with the 50% deposit so as not to hold up production.

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

<image004.jpg>

From: Troy Cook [<mailto:troy@rclfinc.com>]

Sent: Thursday, January 24, 2019 11:39 AM

To: 'Amanda Harrell' <Amanda@lccm.com>; 'Lori Grant' <lori@rclfinc.com>; Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>; 'Michael Cronise' <mcronise@rclfinc.com>

Cc: 'David Stasiukaitis' <David@lccm.com>; 'Robert Stasiukaitis' <Robert@lccm.com>; Spano, Tim <timspano@Balfourbeattyus.com>

Subject: RE: 10410-C/ Marion Square / Metal Work

Amanda,

Please note we're a shorter lead-time for this project. Three weeks max. after receipt of deposit.
Sorry for the confusion.

Troy Cook
President

<image007.jpg>

RENAISSANCE

Lighting and Metal Furniture
2807 Mary Linda Ave., NE
Roanoke, VA 24012
Phone 540-342-1548
www.RCLFinc.com

LIGHTING & METAL FURNITURE FOR HOSPITALITY

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From: Amanda Harrell [<mailto:Amanda@lccm.com>]
Sent: Thursday, January 24, 2019 11:13 AM
To: Lori Grant; 'Troy Cook'; 'Starcevic, Nicholas'; 'Michael Cronise'
Cc: David Stasiukaitis; Robert Stasiukaitis; 'Spano, Tim'
Subject: RE: 10410-C/ Marion Square / Metal Work

Wow ok. Yes you can proceed with drawing approval. BBC please send deposit as this is not in LCCM scope of work.

Thank you,

Amanda Harrell
Director of Project Management
Low Country Case & Millwork
4144 Carolina Commerce Parkway
P.O. Box 347
Ladson SC 29456
Office- 843-797-0881
www.lccm.com

From: Lori Grant <lori@rclfinc.com>
Sent: Thursday, January 24, 2019 11:09 AM
To: Amanda Harrell <Amanda@lccm.com>; 'Troy Cook' <troy@rclfinc.com>; 'Starcevic, Nicholas' <NStarcevic@Balfourbeattyus.com>; 'Michael Cronise' <mcronise@rclfinc.com>
Cc: David Stasiukaitis <David@lccm.com>; Robert Stasiukaitis <Robert@lccm.com>; 'Spano, Tim'

<tinspano@Balfourbeattyus.com>

Subject: RE: 10410-C/ Marion Square / Metal Work

Amanda

Confirm that we can move forward with the attached.

Please allow 10 weeks from all approvals and receipt of deposit.

Confirm ship to

Thank you,
Lori Grant

<image007.jpg>

RENAISSANCE

Lighting and Metal Furniture

2807 Mary Linda Ave., NE

Roanoke, VA 24012

Phone 540-342-1548

www.RCLFinc.com

LIGHTING & METAL FURNITURE FOR HOSPITALITY

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<HMS RE Request for Advanced Funding-Renaissance.pdf>

Pieniak, Shanti

From: Jennifer Palmer <JPalmer@SeamonWhiteside.com>
Sent: Monday, February 18, 2019 4:00 PM
To: Anna Lewis; Jim Clements; Gary Collins
Cc: Marty Wall; Ryan Quinlan; Ledford, Ryan; Spano, Tim; Jill Faulkinberry; Charles Barwick; Tracy Ray; Gary Collins; Jill Faulkinberry; Winford Lindsay; Simonton, David; P Bryan
Subject: Re: Hotel at Marion Square - In Compliance

Jim, I checked with our surveyor and he said that the original surveying contract only covered preconstruction surveying and not post construction as builts. Typically the asbuilts are the responsibility of the contractor to get done through their contract and they will contract directly with a surveyor to do that. Our surveyor said that the contractor has not contacted him to do these asbuilts. Again, if you would like our surveyors to do the storm water asbuilt, they need reassurance that they will be paid for the work.

Regards,
 Jennifer Palmer, P.E.
 Seamon Whiteside & Associates

On Mon, Feb 18, 2019 at 2:43 PM -0500, "Anna Lewis" <ALewis@SeamonWhiteside.com> wrote:

Jim –

Yes, drainage asbuilts will need to be submitted to the City prior to final CO being issued.

Jenny or Gary will need to respond regarding the Contract Documents. I believe Jenny is out of the office today, but should respond tomorrow when she returns.

Thanks,



Anna Lewis
Entitlements Manager
 501 Wando Park Boulevard, Suite 200
 Mount Pleasant, South Carolina 29464
 (843) 884-1667 x 247
ALewis@SeamonWhiteside.com
www.seamonwhiteside.com

From: James Clements <jclements@matrixse.com>
Sent: Monday, February 18, 2019 2:22 PM
To: Jennifer Palmer <JPalmer@SeamonWhiteside.com>; Anna Lewis <ALewis@SeamonWhiteside.com>; Gary Collins <GCollins@SeamonWhiteside.com>
Cc: Marty Wall <mwall@bennetthospitality.com>; Ryan Quinlan <rquinlan@hotelbennett.com>; Ledford, Ryan <RLedford@Balfourbeattyus.com>; Spano, Tim <timspano@Balfourbeattyus.com>; Jill Faulkinberry

<jfaulkinberry@lpbatlanta.com>; Charles Barwick <CBarwick@SeamonWhiteside.com>; Tracy Ray <tray@bennett-hofford.com>; Gary Collins <GCollins@SeamonWhiteside.com>; Jill Faulkinberry <jfaulkinberry@lpbatlanta.com>; Winford Lindsay <blindsay@lpbatlanta.com>; Dave Simonton (dsimonton@balfourbeattyus.com)
<dsimonton@balfourbeattyus.com>

Subject: RE: Hotel at Marion Square - In Compliance

Jennifer and Gary

I need some direction on this matter.

Anna

Does this affect the building final CO?

Jim Clements
Matrix Program Management Services, LLC
C. 704-905-1165
Jclements@matrixse.com

From: Jennifer Palmer <JPalmer@SeamonWhiteside.com>
Sent: Friday, February 15, 2019 11:53 AM
To: James Clements <jclements@matrixse.com>; Anna Lewis <ALewis@SeamonWhiteside.com>; Gary Collins <GCollins@SeamonWhiteside.com>
Cc: Marty Wall <mwall@bennetthospitality.com>; Ryan Quinlan <rquinlan@hotelbennett.com>; Ledford, Ryan <RLedford@Balfourbeattyus.com>; Spano, Tim <timsmano@Balfourbeattyus.com>; Jill Faulkinberry <jfaulkinberry@lpbatlanta.com>; Charles Barwick <CBarwick@SeamonWhiteside.com>; Tracy Ray <tray@bennett-hofford.com>; Gary Collins <GCollins@SeamonWhiteside.com>; Jill Faulkinberry <jfaulkinberry@lpbatlanta.com>; Winford Lindsay <blindsay@lpbatlanta.com>; Dave Simonton (<dsimonton@balfourbeattyus.com>)
Subject: RE: Hotel at Marion Square - In Compliance

Jim, I am checking into on our end and will let you know.



Jennifer Palmer, P.E.
Senior Civil Engineer
Summerville Studio
128 S. Main Street #B
Summerville, SC, 29483
(843) 884-1667 x 252
JPalmer@SeamonWhiteside.com
www.seamonwhiteside.com

From: James Clements <jclements@matrixse.com>
Sent: Friday, February 15, 2019 11:33 AM
To: Anna Lewis <ALewis@SeamonWhiteside.com>; Jennifer Palmer <JPalmer@SeamonWhiteside.com>; Gary Collins <GCollins@SeamonWhiteside.com>
Cc: Marty Wall <mwall@bennetthospitality.com>; Ryan Quinlan <rquinlan@hotelbennett.com>; Ledford, Ryan <RLedford@Balfourbeattyus.com>; Spano, Tim <timsmano@Balfourbeattyus.com>; Jill Faulkinberry

<jfaulkinberry@lpbatlanta.com>; Charles Barwick <CBarwick@SeamonWhiteside.com>; Tracy Ray <tray@bennett-hofford.com>; Gary Collins <GCollins@SeamonWhiteside.com>; Jill Faulkinberry <jfaulkinberry@lpbatlanta.com>; Winford Lindsay <blindsay@lpbatlanta.com>; Dave Simonton (dsimonton@balfourbeattyus.com) <dsimonton@balfourbeattyus.com>

Subject: RE: Hotel at Marion Square - In Compliance

Gary / Jenny

Per the your Contract Documents, please confirm who is the party responsible for providing the as-built drawings.

Jennifer/Buck

As AOR, please be prepared to weigh in / rule on this matter as well.

Jim Clements
Matrix Program Management Services, LLC
C. 704-905-1165
Jclements@matrixse.com

From: Anna Lewis <ALewis@SeamonWhiteside.com>
Sent: Friday, February 15, 2019 10:38 AM
To: James Clements <jclements@matrixse.com>; Ledford, Ryan <RLedford@Balfourbeattyus.com>; Jennifer Palmer <JPalmer@SeamonWhiteside.com>
Cc: Marty Wall <mwall@bennetthospitality.com>; Ryan Quinlan <rquinlan@hotelbennett.com>; Spano, Tim <tims Spano@Balfourbeattyus.com>; Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>; cbenack@hotelbennett.com; Charles Barwick <CBarwick@SeamonWhiteside.com>; Tracy Ray <tray@bennett-hofford.com>; Gary Collins <GCollins@SeamonWhiteside.com>; Jill Faulkinberry <jfaulkinberry@lpbatlanta.com>
Subject: RE: Hotel at Marion Square - In Compliance

Good morning Jim,

The City of Charleston will not accept construction drawings in lieu of asbuilts/record drawings. A surveyor will need to have the storm drainage system surveyed and asbuilts drafted for submittal to the City. I have attached the City of Charleston Asbuilt checklist for your use. Once the City has reviewed and approved the asbuilts, the surveyor and engineer will need to sign the certification statement on the drawings (certification statement is shown on Pg 13 of the attached checklist) stating that the system has been built per plans.

Please let me know if you have any questions or need anything else. Have a great weekend!



Anna Lewis
Entitlements Manager
501 Wando Park Boulevard, Suite 200
Mount Pleasant, South Carolina 29464
(843) 884-1667 x 247
ALewis@SeamonWhiteside.com
www.seamonwhiteside.com

From: James Clements <jclements@matrixse.com>

Sent: Wednesday, February 13, 2019 11:35 AM

To: Ledford, Ryan <RLedford@Balfourbeattyus.com>; Anna Lewis <ALewis@SeamonWhiteside.com>; Jennifer Palmer <JPalmer@SeamonWhiteside.com>

Cc: Marty Wall <mwall@bennetthospitality.com>; Ryan Quinlan <rquinlan@hotelbennett.com>; Spano, Tim <tspano@Balfourbeattyus.com>; Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>; cbenack@hotelbennett.com; Charles Barwick <CBarwick@SeamonWhiteside.com>; Tracy Ray <tray@bennett-hofford.com>; Gary Collins <GCollins@SeamonWhiteside.com>; Jill Faulkinberry <jfaulkinberry@lpbatlanta.com>

Subject: RE: Hotel at Marion Square - In Compliance

Thanks, Ryan. We appreciate the follow up.

Anna

let us know if you need anything else.

Jim Clements

Matrix Program Management Services, LLC

C. 704-905-1165

jclements@matrixse.com

From: Ledford, Ryan <RLedford@Balfourbeattyus.com>

Sent: Tuesday, February 12, 2019 10:20 AM

To: Anna Lewis <ALewis@SeamonWhiteside.com>; James Clements <jclements@matrixse.com>; Jennifer Palmer <JPalmer@SeamonWhiteside.com>

Cc: Marty Wall <mwall@bennetthospitality.com>; Ryan Quinlan <rquinlan@hotelbennett.com>; Spano, Tim <tspano@Balfourbeattyus.com>; Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>; cbenack@hotelbennett.com; Charles Barwick <CBarwick@SeamonWhiteside.com>; Tracy Ray <tray@bennett-hofford.com>; Gary Collins <GCollins@SeamonWhiteside.com>; Jill Faulkinberry <jfaulkinberry@lpbatlanta.com>

Subject: RE: Hotel at Marion Square - In Compliance

Please see attached back log of SWPPP reports that go through October 2018. This is when final stabilization was achieved (all site work complete and no BMP's were necessary after this point). Also per the site contractor, there were no deviations on the storm drainage plan, so the contract drawing will govern as the as-built. I have attached this also. Please let me know if you have any questions.

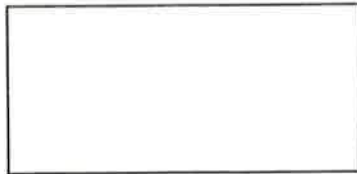
Thanks,

Ryan Ledford | Assistant Superintendent

mobile: (828)490-2395 | email: yledford@balfourbeattyus.com

Balfour Beatty Construction | 306 Meeting St. Suite 300, Charleston, SC 29401

ZERO HARM Make Safety Personal



From: Anna Lewis <ALewis@SeamonWhiteside.com>

Sent: Monday, February 11, 2019 1:45 PM

To: Jim Clements <jclements@matrixse.com>; Jennifer Palmer <JPalmer@SeamonWhiteside.com>

Cc: Marty Wall <mwall@bennetthospitality.com>; Ryan Quinlan <rquinlan@hotelbennett.com>; Spano, Tim

<timspano@Balfourbeattyus.com>; Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>;
cbenack@hotelbennett.com; Charles Barwick <CBarwick@SeamonWhiteside.com>; Tracy Ray <tray@bennett-hofford.com>; Ledford, Ryan <RLedford@Balfourbeattyus.com>; Gary Collins <GCollins@SeamonWhiteside.com>; Jill Faulkinberry <jfaulkinberry@lpbatlanta.com>

Subject: RE: Hotel at Marion Square - In Compliance

Good afternoon Jim,

We are still waiting on an answer from the City to the requirements of a storm video on this project, and we are also still waiting to receive drainage asbuilts for review/submittal. SWPPP inspections should continue until drainage asbuilts have been submitted to the City and the City has completed their final closeout inspection.

Please let me know if you have any questions. Have a great week!



Anna Lewis
Entitlements Manager
 501 Wando Park Boulevard, Suite 200
 Mount Pleasant, South Carolina 29464
 (843) 884-1667 x 247
ALewis@SeamonWhiteside.com
www.seamonwhiteside.com

From: James Clements <jclements@matrixse.com>
Sent: Saturday, February 9, 2019 4:51 PM
To: Jennifer Palmer <JPalmer@SeamonWhiteside.com>; Anna Lewis <ALewis@SeamonWhiteside.com>
Cc: Marty Wall <mwall@bennetthospitality.com>; Ryan Quinlan <rquinlan@hotelbennett.com>;
 'timspano@Balfourbeattyus.com' <timspano@Balfourbeattyus.com>; 'NStarcevic@Balfourbeattyus.com' <NStarcevic@Balfourbeattyus.com>; cbenack@hotelbennett.com; Charles Barwick <CBarwick@SeamonWhiteside.com>; Tracy Ray <tray@bennett-hofford.com>; 'RLedford@Balfourbeattyus.com' <RLedford@Balfourbeattyus.com>; Gary Collins <GCollins@SeamonWhiteside.com>; Jill Faulkinberry <jfaulkinberry@lpbatlanta.com>
Subject: RE: Hotel at Marion Square - In Compliance

SWA

Are we closed out with SWP?

Jim Clements
 Matrix Program Management Services, LLC
 C. 704-905-1165
jclements@matrixse.com

From: James Clements
Sent: Friday, January 25, 2019 2:25 PM
To: Jennifer Palmer <JPalmer@SeamonWhiteside.com>; 'timspano@Balfourbeattyus.com' <timspano@Balfourbeattyus.com>; 'NStarcevic@Balfourbeattyus.com' <NStarcevic@Balfourbeattyus.com>

Cc: Marty Wall <mwall@bennetthospitality.com>; Ryan Quinlan <rquinlan@hotelbennett.com>; cbenack@hotelbennett.com; Anna Lewis <ALewis@SeamonWhiteside.com>; Charles Barwick <CBarwick@SeamonWhiteside.com>; Tracy Ray <tray@bennett-hofford.com>; 'RLedford@Balfourbeattyus.com' <RLedford@Balfourbeattyus.com>; Gary Collins <GCollins@SeamonWhiteside.com>; 'Jennifer Faulkinberry' <JFaulkinberry@lpsatlanta.com>

Subject: RE: Hotel at Marion Square - In Compliance

Importance: High

Thank you, Jenny

Nick

What's the status of the stormwater asbuilt submittal to SWA?

Jim Clements

Matrix Program Management Company, LLC

C. 704.905.1165

T. 704.676.9996

jcllements@matrixse.com

From: Jennifer Palmer <JPalmer@SeamonWhiteside.com>

Sent: Friday, January 25, 2019 10:48 AM

To: James Clements <jcllements@matrixse.com>

Cc: Marty Wall <mwall@bennetthospitality.com>; Ryan Quinlan <rquinlan@hotelbennett.com>; cbenack@hotelbennett.com; Anna Lewis <ALewis@SeamonWhiteside.com>; Charles Barwick <CBarwick@SeamonWhiteside.com>; Tracy Ray <tray@bennett-hofford.com>; 'RLedford@Balfourbeattyus.com' <RLedford@Balfourbeattyus.com>; 'timspano@Balfourbeattyus.com' <timspano@Balfourbeattyus.com>; 'NStarcevic@Balfourbeattyus.com' <NStarcevic@Balfourbeattyus.com>; Gary Collins <GCollins@SeamonWhiteside.com>

Subject: RE: Hotel at Marion Square - In Compliance

Hi Jim, we have reached out to the City to find out what they will require as far as storm drainage video for this project. We will let everyone know what we hear back from them.

As for the stormwater asbuilts, the contractor needs to provide these to us for review and then we will send to the City along with the closeout package (including all required documents). Anna Lewis (copied on this email) in our office will be coordinating the closeout documents and necessary signatures.

Thanks!

Jenny



Jennifer Palmer, P.E.

Senior Civil Engineer

Summerville Office

(843) 884-1667 x 252

JPalmer@SeamonWhiteside.com

www.seamonwhiteside.com

From: James Clements <jclements@matrixse.com>

Sent: Monday, January 21, 2019 10:06 AM

To: Ryan Quinlan <rquinlan@hotelbennett.com>; Gary Collins <GCollins@SeamonWhiteside.com>; Kim Brown <kbrown@bennetthospitality.com>; Tracy Ray <tray@bennett-hofford.com>; Jennifer Palmer <JPalmer@SeamonWhiteside.com>

Cc: Marty Wall <mwall@bennetthospitality.com>; Ryan Quinlan <rquinlan@hotelbennett.com>; cbenack@hotelbennett.com

Subject: Fwd: Hotel at Marion Square - In Compliance

Ryan

Thanks for the response.

Gary

Please see the trailing email and closeout requirements for SWP and coordinate with execution of the respective forms with library associates. I assume you can follow up and make sure the docs are submitted. Otherwise let me know if I need to help in anyway.

Jim Clements

Matrix Program Management, LLC

C. 704.905.1165

jclements@matrixse.com

www.matrixse.com

Sent from my iPhone. Please excuse any typos.

Begin forwarded message:

From: "Ledford, Ryan" <RLedford@Balfourbeattyus.com>

Date: January 21, 2019 at 9:58:46 AM EST

To: James Clements <jclements@matrixse.com>, "Simonton, David" <dsimonton@balfourbeattyus.com>

Cc: Tracy Ray <tray@bennett-hofford.com>, "rquinlan@hotelbennett.com" <rquinlan@hotelbennett.com>, "Marty Wall (mwall@bennetthospitality.com)" <mwall@bennetthospitality.com>, "Spano, Tim" <tspano@Balfourbeattyus.com>, "Starcevic, Nicholas" <NStarcevic@Balfourbeattyus.com>, "Pieniak, Shanti" <SPieniak@Balfourbeattyus.com>

Subject: Re: Hotel at Marion Square - In Compliance

Jim,

I have attached 2 forms required for closeout:

1- City of Charleston Close-Out Application Form - this form needs to be filled out and signed by the owner and must be accompanied with the "covenants for permanent maintenance" (see section 2.13 of the SDSM). This process should be handled by the Owner/EOR.

2- SDCHEC Notice of Termination - this form requires owner and SWPPP preparer sign off (SeamonWhiteside).

As for the record drawings, these must also be submitted by the engineer accompanied with these close-out forms. Based on the requirements for the video inspection outlined in the SDSM (2.8.1), BBC does not believe

this applies because there are no pipes, boxes, etc to be owned or maintained by the City that were a part of construction, only tying into existing city managed structures.

Based on the information above, all the remaining closeout needs to be handled by the Primary Permittee (Library Associates), and the Engineer. Please let me know if you have any questions or if I can be of further assistance.

Thanks,
Ryan

From: James Clements <jclements@matrixse.com>
Sent: Sunday, January 20, 2019 3:19:01 PM
To: Simonton, David; Ledford, Ryan
Cc: Tracy Ray; rquinlan@hotelbennett.com; Marty Wall (mwall@bennetthospitality.com); Spano, Tim; Starcevic, Nicholas; Spano, Tim; Starcevic, Nicholas; Pieniak, Shanti
Subject: RE: Hotel at Marion Square - In Compliance

Ryan

How is this going? Do you need help with anything?

Jim Clements
 Matrix Program Management Services, LLC
 C. 704-905-1165
jclements@matrixse.com

From: Simonton, David <dsimonton@balfourbeattyus.com>
Sent: Tuesday, January 15, 2019 11:46 AM
To: James Clements <jclements@matrixse.com>; Spano, Tim <timspano@Balfourbeattyus.com>
Cc: Tracy Ray <tray@bennett-hofford.com>; rquinlan@hotelbennett.com; Marty Wall (mwall@bennetthospitality.com)
 <mwall@bennetthospitality.com>; Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>; Ledford, Ryan
 <RLedford@Balfourbeattyus.com>; Spano, Tim <timspano@Balfourbeattyus.com>; Starcevic, Nicholas
 <NStarcevic@Balfourbeattyus.com>; Pieniak, Shanti <SPieniak@Balfourbeattyus.com>
Subject: RE: Hotel at Marion Square - In Compliance

Ryan Ledford is already on it.
 Told Ryan to reach out to Seamon Whiteside if he needed any drawings or their assistance.
 Will keep you updated on closure.

David Simonton

VP/Operations | Balfour Beatty
 O: 512-391-9273 | C: 512-391-9273
 E: dsimonton@balfourbeattyus.com | www.balfourbeattyus.com
 306 Meeting Street, Suite 300, Charleston, SC 29401



Library Associates, LLC
Kimberly B. Brown
17 Lockwood Drive
Suite 400
Charleston, SC 29401

February 13, 2019

RE: Balfour Beatty Construction, LLC. Response to Library Associates, LLC. Bernhard MCC, LLC. Bennett Hotel

Dear Ms. Brown,

We are in receipt of your letter dated February 10, 2019, tendering the lien claim of Bernhard MCC, LLC. on the above-referenced project. The tender is rejected.

As has been your approach throughout this project, you've chosen to pick and choose provisions of the contract, to misstate other provisions and simply avoid the application of terms that are unfavorable to the Owner's position. In this case, you've chosen to omit any reference to the language in the provision that you cited which states that the obligation to bond off liens exists "so long as the Owner is not in default of the payment of any uncontested amount and such non-payment is the cause for the non-payment to the Sub-contractor."

Library Associates is, and has been, in breach of the Agreement by, among other things, failing and refusing to pay Balfour Beatty, its subcontractors and suppliers for work that has been performed, invoiced and approved for payment. This breach, and others, has resulted in the recording of liens by Balfour Beatty and several of its subcontractors, with more likely to come. To suggest, and demand, that Balfour Beatty remove those liens in spite of non-payment by Library Associates and the various other breaches attributable to Library Associates is simply unacceptable and something we will not do.

Library Associates is in possession of a project worthy of the praise that has been heaped on it by Mr. Bennett and the press, all because of the effort of Balfour Beatty and its subcontractors, who labored without payment of all the reasonable costs incurred to deliver on Mr. Bennett's dream. Your demand is nothing more than another misplaced and wrongly targeted jab at the very folks who made Mr. Bennett's dream a reality.

No, we respectfully reject your demand and reiterate our request to be paid fairly for the work that was done to deliver this project.

Balfour Beatty

Sincerely,
Balfour Beatty Construction, LLC.



David Simonton

Cc: Jim Clement-Matrix Program Management Services, LLC.
Buck Lindsey-Winford Lindsey Architect
Tom Ryan-MetLife Real Estate
Pat Dean-Balfour Beatty Construction, LLC.

ELECTRONICALLY FILED - 2023 May 15 3:39 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108



Library Associates, LLC
Kimberly B. Brown
17 Lockwood Drive
Suite 400
Charleston, SC 29401

February 13, 2019

RE: Balfour Beatty Construction, LLC. Response to Library Associates, LLC. Gulf Stream Lien Bennett Hotel

Dear Ms. Brown,

We are in receipt of your letter dated February 10, 2019, tendering the lien claim of Gulf Stream Construction Company, Inc. on the above-referenced project. The tender is rejected.

As has been your approach throughout this project, you've chosen to pick and choose provisions of the contract, to misstate other provisions and simply avoid the application of terms that are unfavorable to the Owner's position. In this case, you've chosen to omit any reference to the language in the provision that you cited which states that the obligation to bond off liens exists "so long as the Owner is not in default of the payment of any uncontested amount and such non-payment is the cause for the non-payment to the Sub-contractor."

Library Associates is, and has been, in breach of the Agreement by, among other things, failing and refusing to pay Balfour Beatty, its subcontractors and suppliers for work that has been performed, invoiced and approved for payment. This breach, and others, has resulted in the recording of liens by Balfour Beatty and several of its subcontractors, with more likely to come. To suggest, and demand, that Balfour Beatty remove those liens in spite of non-payment by Library Associates and the various other breaches attributable to Library Associates is simply unacceptable and something we will not do.

Library Associates is in possession of a project worthy of the praise that has been heaped on it by Mr. Bennett and the press, all because of the effort of Balfour Beatty and its subcontractors, who labored without payment of all the reasonable costs incurred to deliver on Mr. Bennett's dream. Your demand is nothing more than another misplaced and wrongly targeted jab at the very folks who made Mr. Bennett's dream a reality.

No, we respectfully reject your demand and reiterate our request to be paid fairly for the work that was done to deliver this project.

Balfour Beatty

Sincerely,
Balfour Beatty Construction, LLC.



David Simonton

Cc: Jim Clement-Matrix Program Management Services, LLC.
Buck Lindsey-Winford Lindsey Architect
Tom Ryan-MetLife Real Estate
Pat Dean-Balfour Beatty Construction, LLC.



Library Associates, LLC
Kimberly B. Brown
17 Lockwood Drive
Suite 400
Charleston, SC 29401

February 13, 2019

RE: Balfour Beatty Construction, LLC. Response to Library Associates, LLC. Precision Walls, Inc. Bennett Hotel

Dear Ms. Brown,

We are in receipt of your letter dated February 10, 2019, tendering the lien claim of Precision Walls, Inc. on the above-referenced project. The tender is rejected.

As has been your approach throughout this project, you've chosen to pick and choose provisions of the contract, to misstate other provisions and simply avoid the application of terms that are unfavorable to the Owner's position. In this case, you've chosen to omit any reference to the language in the provision that you cited which states that the obligation to bond off liens exists "so long as the Owner is not in default of the payment of any uncontested amount and such non-payment is the cause for the non-payment to the Sub-contractor."

Library Associates is, and has been, in breach of the Agreement by, among other things, failing and refusing to pay Balfour Beatty, its subcontractors and suppliers for work that has been performed, invoiced and approved for payment. This breach, and others, has resulted in the recording of liens by Balfour Beatty and several of its subcontractors, with more likely to come. To suggest, and demand, that Balfour Beatty remove those liens in spite of non-payment by Library Associates and the various other breaches attributable to Library Associates is simply unacceptable and something we will not do.

Library Associates is in possession of a project worthy of the praise that has been heaped on it by Mr. Bennett and the press, all because of the effort of Balfour Beatty and its subcontractors, who labored without payment of all the reasonable costs incurred to deliver on Mr. Bennett's dream. Your demand is nothing more than another misplaced and wrongly targeted jab at the very folks who made Mr. Bennett's dream a reality.

No, we respectfully reject your demand and reiterate our request to be paid fairly for the work that was done to deliver this project.

Balfour Beatty

Sincerely,
Balfour Beatty Construction, LLC.



David Simonton

Cc: Jim Clement-Matrix Program Management Services, LLC.
Buck Lindsey-Winford Lindsey Architect
Tom Ryan-Metlife Real Estate
Pat Dean-Balfour Beatty Construction, LLC.



Jennifer G. Faulkinberry
Winford Lindsey Architect
344 West Pike Street
Lawrenceville, GA 30046

January 22, 2018

Re: MSH-Bennett Hotel Architect's Withholding of Project Funds Response

Dear Ms. Faulkinberry,

This letter is in response to your e-mail on Monday, January 21, 2019 at 3:45 p.m.

First, the level of finishes in the guestrooms were consistent with the requirements of the Contract Documents that your firm prepared specifying a Level 4 finish. The finishes were also subjected to a punch list inspection pursuant to the Contract Documents that was conducted by your firm, or its designated representatives, and approved, and, the methods by which the workmanship was evaluated was not only inconsistent with the agreed protocol for punch list inspections but deviated significantly from published and accepted standards. We've advised you multiple times that we contest the positions that you, Buck, and the Owner have taken in regard's to the finishes, and we stand by them still.

Second, the work that the Owner is doing, that appears to be condoned and supported by the Architect, is beyond what was contracted to be provided and, therefore, is not the responsibility of the Contractor. The cost being expended is cost that is the Owner's responsibility, not the Contractor's. Even in the worst case, if that cost was fully and completely the responsibility of the Contractor, the Owner is in possession of retention funds well in excess of the amount needed to pay for the upgrade work that the Owner is having done. Holding additional money on pay applications for work that has been done (a significant portion being done at the direction of the Owner as CCD work) and pay applications that were previously approved is unfair, unsupported by the Contract Documents and simply being done in bad faith on the part of your firm and the Owner as punishment.

Just to recap, the October pay application was submitted to your firm on October 29, 2018 and payment was due on November 13, 2018 per A133, 7.1.3 of the contract terms. To date we still have not received the October payment which is currently 69 days past due.

Balfour Beatty

Regards,

BALFOUR BEATTY CONSTRUCTION



David Simonton

Cc: Kim Brown
Marty Wall
Jim Clements
Buck Lindsey
Steve Eifert
Tim Spano
Nick Starcevic
Pat Dean



February 13, 2019

CERTIFIED MAIL RETURN RECEIPT REQUESTED

Mr. Jim Clements
Matrix Program Management
322 Prince St.
Georgetown, SC 29440

Re: The Hotel at Marion Square – Response to Metal Work NOD

Dear Mr. Clements:

Balfour Beatty Construction, LLC hereby protests your use of the Contract to demand we proceed out of pocket, with an Non-funded or executed Owner Change Order.

AIA/201 paragraph 3.8.2.3 states "Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change order shall reflect (1) the difference between actual costs and the allowances under section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2."

While you did execute the RCO 261R3, an RCO does not increase the Contract Sum, an actual Owner Change Order increases the Contract Sum, and to our knowledge an Owner Change Order has not been executed which adjusts the contract sum which includes this Change, thereby inhibiting Balfour Beatty LLC from collecting the funds to procure, and proceed with the Change.

Additionally, because the Owner has failed and refused to pay for other change order work, and since the Owner Change Order has not been fully executed, Balfour Beatty rescinds its acceptance and declines to perform the work.

Jim, you are again providing Contractual determinations regarding these types of issues which only benefits the Owner, with expectation of gaining non-funded Owner enhancements to the project, and Balfour Beatty Construction, LLC or its Subcontractors will not accept any charges from the Owner regarding this notice.

Sincerely,

BALFOUR BEATTY CONSTRUCTION, LLC

David Simonton

Cc: Buck Lindsey-WLA
Jennifer Faulkinberry-WLA

1

Balfour Beatty

Kim Brown-Library Associates, LLC
Steve Eifert-SCG
Thomas Ryan-Metropolitan Life Insurance Company
Pat Dean-Balfour Beatty Construction, LLC

ELECTRONICALLY FILED - 2023 May 15 3:39 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Simonton, David

From: Simonton, David </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2F903F367FFD41C186FD0968E93C6181-DAVID SIMON>

Sent: Saturday, February 9, 2019 9:23 PM

To: James Clements; Jennifer Faulkinberry; Starcevic, Nicholas

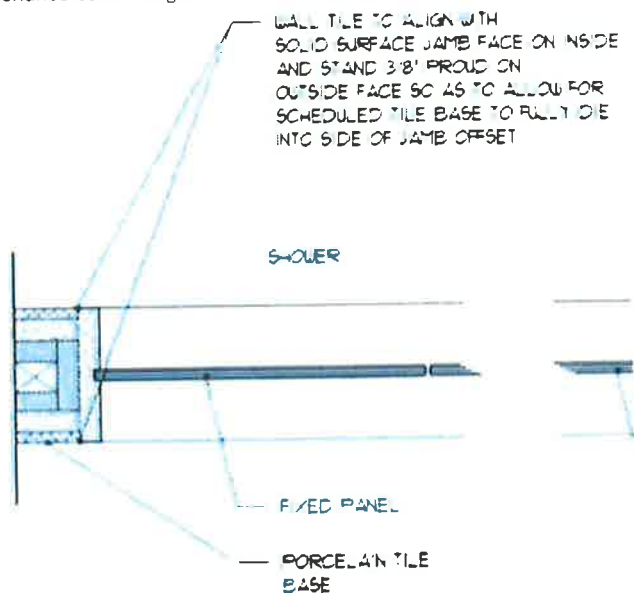
Cc: Buck Lindsay; Marty Wall (mwall@bennetthospitality.com); rquinlan@hotelbennett.com; Paul Cherrett; Spano, Tim; Kim Brown; Ryan Ledford (RLedford@Balfourbeattyus.com); Shanti Pieniak (SPieniak@Balfourbeattyus.com)

Subject: RE: Guestroom Shower Door and Panel Caulking-BBC Reply 2-9-19

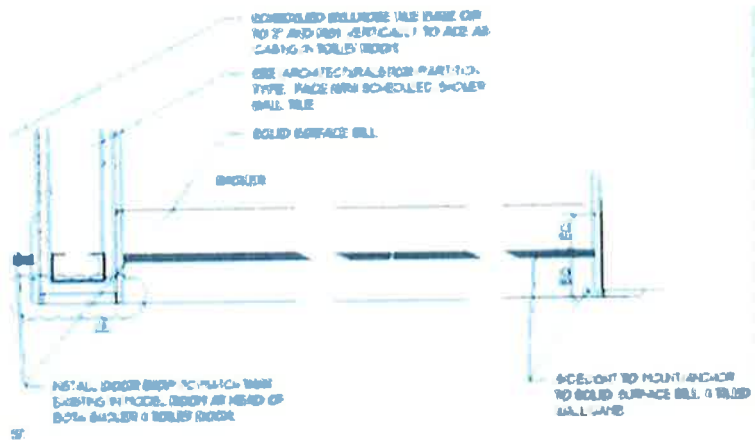
Jim,

The Architects initial decision in regards to the fixed glass panel being a surround does not align with the contract documents, which were ever changing in regards to the fixed "Shower" glass panel. Furthermore, your paragraphs below does not support the decision, as not all the contract documents were taken in to consideration when the Architect made their initial decision. The Architect/Designer who actually detailed the shower door fixed panel on their drawings should have been consulted, or either of you who determined it was a Balfour Beatty issue actually review the details, instead, you again use the Contract to benefit the Owner and not the Contractor, especially in this changed condition.

MR-11 Detail 3 at the Shower prior to Model Room Revision 8 indicated the fixed panel was to Niche into the solid surface jamb, and no caulk would have been required at the "Shower". Which if it were caulked would be a future maintenance issue using caulk in the shower.



MR 03A Detail 6 Revision 8 (Note Detail 3 on MR 11 was removed in Revision 6) where we assume the solid surface was removed and Bull Nose tile was added, the niche was removed when the solid surface was removed, and it now indicates the glass panel to abut tile, and caulk is not indicated to replace the previous niche.



Jim, the condition installed is per the current changed contract drawings, and we will not be doing any further work in regards to the fixed panel and demand for caulking.
ds

David Simonton

VP, Operations - Balfour Beatty

O: 512-381-9273 | C: 512-381-9273

dsimonton@balfourbeattyus.com | www.balfourbeattyus.com

306 Meeting Street, Suite 100, Charleston, SC 29403

Balfour Beatty

From: James Clements [mailto:jcllements@matrixse.com]
Sent: Saturday, February 9, 2019 8:24 AM
To: Jennifer Faulkinberry <JFaulkinberry@lbatlanta.com>; Stancevic, Nicholas <NStancevic@Balfourbeattyus.com>
(Cc: Buck Lindsay <BLindsay@lbatlanta.com>; Marty Wall [mwall@bennethospitality.com]
<mwall@bennethospitality.com>; Simonton, David <dsimonton@balfourbeattyus.com>;
requinlan@hotelbennett.com; Paul Cherrett <pcherrett@hotelbennett.com>; Spano, Tim
<timspano@Balfourbeattyus.com>; Kim Brown <kbrown@bennethospitality.com>
Subject: Re: Guestroom Shower Door and Panel Caulking

Nick

Please review the following:

3.4.1- "shall provide and pay for...materials...necessary for proper execution and completion of the work"

4.3.1.4- shall proceed with the work regardless of disputes.

Hopefully your review of these excerpts from the 201 and BBC's obligation therein is sufficient to permit this matter to move forward immediately.

Jim Clements

Matrix Program Management Services, LLC
704.905.1165
www.matrixse.com

Sent from my iPad

On Feb 7, 2019, at 6:48 AM, James Clements <jclements@matrixse.com> wrote:

Nick

What's the next step? Is BBC going to abide by the decision of the AOR and follow the contract?

Jim Clements
Matrix Program Management Services, LLC
C. 704-905-1165
jclements@matrixse.com

From: Jennifer Faulkinberry <jfaulkinberry@lbatlanta.com>
Sent: Tuesday, February 5, 2019 2:00 PM
To: Starcevic, Nicholas <NStarcevic@balfourbeattyus.com>
Cc: Buck Lindsay <BLindsay@lbatlanta.com>; Marty Wall <mwall@bennetthospitality.com>;
<mwall@bennetthospitality.com>; Simonton, David <dsimonton@balfourbeattyus.com>;
rquinlan@hotelbennett.com; Paul Cherrett <pcherrett@hotelbennett.com>; Spano, Tim
<tspano@balfourbeattyus.com>; Kim Brown <kbrown@bennetthospitality.com>; James Clements
<jclements@matrixse.com>
Subject: RE: Guestroom Shower Door and Panel Caulking

Nick,

I stand by my decision.

- A. I believe it is a "shower surround"
- B. Silicone caulk is the norm in up to 3/16" gaps where plastic strips do not fit or are not desired. CRL has several details that call for silicone between glass and wall. Installation instructions can be found in last pdf. Tape and tool are used to ensure a clean application. No "support" of the silicone is required.
- C. The comment to caulk the glass to wall was on the mockup punch all along.

<image001.png>

Please proceed with this work using the attached CRL instructions as a guide.

Jennifer G. Faulkinberry
Winford Lindsay Architect
344 West Pike Street direct 770.407.5786
Lawrenceville, GA 30046 fax 770.407.5817
www.jlarchitect.com cell 770.241.2473

From: James Clements <jclements@matrixse.com>
Sent: Monday, February 4, 2019 4:35 PM
To: Starcevic, Nicholas <NStarcevic@balfourbeattyus.com>
Cc: Jennifer Faulkinberry <jfaulkinberry@lbbatlanta.com>; Buck Lindsay <blindsay@lbbatlanta.com>;
 Marty Wall <mwall@bennetthospitality.com> <mwall@bennetthospitality.com>; Simonton, David
 <dsimonton@balfourbeattyus.com>; rquinlan@hotelbennett.com; Paul Cherrett
 <pcherrett@hotelbennett.com>; Spano, Tim <tspano@balfourbeattyus.com>; Kim Brown
 <kbrown@bennetthospitality.com>
Subject: Re: Guestroom Shower Door and Panel Caulking

Nick

The architect rendered a decision. SOP is for the GC to follow that decision and if it takes exception, it files a claim.

I interpret your response as BBC is refusing the AOR's direction outright. Thus there is no need to place BBC on notice and the Owner will move forward to remedy the deficiency for BBC's account and we don't waste time placing BBC on notice.

Jim Clements
 Matrix Program Management, LLC
 C. 704.905.1165
jclements@matrixse.com
www.matrixse.com

Sent from my iPhone. Please excuse any typos.

On Feb 4, 2019, at 1:56 PM, Starcevic, Nicholas <NStarcevic@balfourbeattyus.com> wrote:

Jim

There are two main reasons has not been caulked.

- A. The tile is not a shower surround and it should not be considered as such. There is nothing in the specifications or contract documents that points to caulking glass to tile. Not only is it highly unusual to caulk structural glass shower enclosures, but a tub/shower surround is typically molded acrylic caulked in place to keep water from getting behind it, like the ADA tubs.
- B. Secondly, when we all met in the onsite mock up, it was determined that area would not be caulked. Mostly because you will not get a smooth caulk joint, but also because of the longevity of the joint (there is nothing supporting the caulk). The quality and ongoing maintenance were both determining factors during that review.

Thanks,

Nick Starcevic

Project Mgr | Charleston
 704.905.1165 | nstarcevic@balfourbeattyus.com
www.balfourbeattyus.com
 100 Meeting Street, Suite 100, Charleston, SC 29401

<image001.jpg>

From: James Clements (<mailto:jclements@matrixse.com>)
Sent: Saturday, February 2, 2019 4:25 PM
To: Starcevic, Nicholas (NStarcevic@Balfourbeattyus.com)
Cc: 'Jennifer Faulkinberry' (jfaulkinberry@lbbatlanta.com); 'Buck Lindsay' (Blindsay@lbbatlanta.com); Marty Wall (mwall@bennetthospitality.com); Simonton, David (dsimonton@balfourbeattyus.com); quinlan@hotelbennett.com; Paul Cherrett (pcherrett@hotelbennett.com); Spano, Tim (tmspano@Balfourbeattyus.com); Kim Brown (kbrown@bennetthospitality.com)
Subject: RE: Guestroom Shower Door and Panel Caulking

Nick

Per the OAC call last week, we need an update from BBC on its intentions to comply with the architect's direction in 12/12/18 "Please proceed immediately with caulking these edges in all rooms using clear silicone caulk."

Jim Clements
 Matrix Program Management Services, LLC
 C. 704-905-1165
jclements@matrixse.com

From: James Clements
Sent: Wednesday, January 30, 2019 3:04 PM
To: Dave Simonton (dsimonton@balfourbeattyus.com) (dsimonton@balfourbeattyus.com)
Cc: 'Jennifer Faulkinberry' (jfaulkinberry@lbbatlanta.com); 'Buck Lindsay' (Blindsay@lbbatlanta.com); Marty Wall (mwall@bennetthospitality.com); quinlan@hotelbennett.com; Paul Cherrett (pcherrett@hotelbennett.com); Tim Spano (tmspano@balfourbeattyus.com) (tmspano@balfourbeattyus.com); Kim Brown (kbrown@bennetthospitality.com)
Subject: FW: Guestroom Shower Door and Panel Caulking

David

Please find the attached and trailing email. It has been brought to the Owner's attention that BBC has not complied with the Architect's direction to caulk the fixed glass shower panels to the shower surround. Given the fall hazard, please complete this work immediately.

Jim Clements
 Matrix Program Management Services, LLC
 C. 704-905-1165
jclements@matrixse.com

From: Jennifer Faulkinberry (jfaulkinberry@lbbatlanta.com)
Sent: Wednesday, December 12, 2018 12:27 PM
To: Simonton, David (dsimonton@balfourbeattyus.com) (dsimonton@balfourbeattyus.com)
Cc: Nick Starcevic (NStarcevic@Balfourbeattyus.com) (NStarcevic@Balfourbeattyus.com); Spano, Tim (tmspano@Balfourbeattyus.com); James Clements (jclements@matrixse.com); Kim Brown (kbrown@bennetthospitality.com) (kbrown@bennetthospitality.com); Buck Lindsay (Blindsay@lbbatlanta.com)
Subject: Guestroom Shower Door and Panel Caulking

David,

According to our last response to the mockup room punch (below and attached) the sides and bottom of the fixed glass shower panel is supposed to be caulked. Apparently this has not been done. Please proceed immediately with caulking these edges in all rooms using clear silicone caulk.

<image002.png>

Thank you,

Jennifer G. Faulknerberry

Winford Lindsay Architect

344 West Pike Street

direct 770.487.5755

Lawrenceville, GA 30046

fax 770.487.5817

jfaulknerberry@winfordlindsay.com

cell 770.241.2473

Simonton, David

From: Simonton, David </o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=2f903f367ffd41c186fd0968e93c6181-David Simon>
Sent: Tuesday, February 5, 2019 2:57 PM
To: 'James Clements'; Buck Lindsay
Cc: rquinlan@hotelbennett.com; Kim Brown; Jennifer Faulkinberry; Marty Wall (mwall@bennetthospitality.com); Spano, Tim; Starcevic, Nicholas
Subject: RE: MSH-Bennett Hotel Response to Bucks Request for Close Out Matrix
Attachments: RE: MSH-Bennett Hotel Response to Bucks Request for Close Out Matrix.msg

See our response to Bucks email.
 ds

David Simonton

VP@Operations | Balfour Beatty

4775 E. 19th Avenue, Suite 400, Denver, CO 80202

dsimonton@balfourbeattyus.com [772.676.9996](tel:772.676.9996)

2005 Alton Road, Suite 200, Charleston, SC 29405



From: James Clements [mailto:jclements@matrixse.com]
Sent: Tuesday, February 5, 2019 8:13 AM
To: Buck Lindsay <BLindsay@lpmatlanta.com>; Simonton, David <dsimonton@balfourbeattyus.com>
Cc: rquinlan@hotelbennett.com; Kim Brown <kbrown@bennetthospitality.com>; Jennifer Faulkinberry <JFaulkinberry@lpmatlanta.com>; Marty Wall (mwall@bennetthospitality.com) <mwall@bennetthospitality.com>; Spano, Tim <tims Spano@Balfourbeattyus.com>; Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>
Subject: RE: MSH-Bennett Hotel Response to Bucks Request for Close Out Matrix

The status of this matter is thus incomplete.

Jim Clements
 Matrix Program Management Company, LLC
 C. 704.905.1165
 T. 704.676.9996
jclements@matrixse.com

From: Buck Lindsay <BLindsay@lpmatlanta.com>
Sent: Tuesday, February 5, 2019 8:02 AM
To: James Clements <jclements@matrixse.com>; Simonton, David <dsimonton@balfourbeattyus.com>
Cc: rquinlan@hotelbennett.com; Kim Brown <kbrown@bennetthospitality.com>; Jennifer Faulkinberry <JFaulkinberry@lpmatlanta.com>; Marty Wall (mwall@bennetthospitality.com) <mwall@bennetthospitality.com>;

Spano, Tim <tspano@balfourbeattyus.com>; Starcevic, Nicholas <NStarcevic@balfourbeattyus.com>
Subject: RE: MSH-Bennett Hotel Response to Bucks Request for Close Out Matrix

Spec 01700, Contract Closeout, defines all closeout items to be submitted. "to the Owner, in care of the Architect", in duplicate. It is very specific and detailed, easy to follow. We have not received anything in this regard. Buck Lindsay

From: James Clements <jclements@matrixse.com>
Sent: Tuesday, February 5, 2019 6:53 AM
To: Simonton, David <dsimonton@balfourbeattyus.com>; Buck Lindsay <BLindsay@lgbatlanta.com>
Cc: rquinlan@hotelbennett.com; Kim Brown <kbrown@bennetthospitality.com>; Jennifer Faulkinberry <jfaulkinberry@lgbatlanta.com>; Marty Wall <mwall@bennetthospitality.com> <mwall@bennetthospitality.com>; Spano, Tim <tspano@balfourbeattyus.com>; Starcevic, Nicholas <NStarcevic@balfourbeattyus.com>
Subject: Re: MSH-Bennett Hotel Response to Bucks Request for Close Out Matrix

Buck

I have no dog in this fight. I just was to eliminate any possibility of incomplete information being submitted.

Is the submittal and review of close out information a contract requirement of both the GC and AOR? Otherwise how do we know it is complete? Of it is, then I believe we are all obligated to see this through, including the Owner.

For instance, as of the OAC last week we did not have ductwork as-builts. How then can the status of this requirement be complete?

This week we found two guest rooms sharing a one neutral. Upon further discovery, we found the one neutral had apparently been cut during construction and simply abandoned in the jbox. Now we have back to back receptacles in two different rooms on a common neutral. Shouldn't this have been documented? We will be advising details to the AOR shortly in order to schedule the rooms to go off line so BBC can have them rewired.

Jim Clements
Matrix Program Management Services, LLC
704.905.1165
www.matrixse.com

Sent from my iPad

On Feb 4, 2019, at 8:48 PM, Simonton, David <dsimonton@balfourbeattyus.com> wrote:

Jim, a close out meeting was held back in May of 2018 on how the manuals etc would be handled. From what I understand BBC, LA, Salamander, and WLA were in that meeting.

Also a couple weeks ago during the OAC call the O/M was discussed with you, BBC and WLA and WLA asked did the Owner want to pay WLA on an hourly basis since they are on an hourly rate to review O/M manuals.

Additionally when we started this process of transmitting manuals the operator and user needed reference material during owner training.

LA is well aware of the process we have been following in sending the manuals over to the operator.

As far as warranty calls, when Ryan calls me I answer the phone and if we can't resolve the issue we notify the subcontractor. Additionally, we have supplied Ryan the required call list for his direct contact with the supplier and or their service department.

Ds

David Simonton
VP Operations | Charleston, SC
Balfour Beatty Construction
Mobile: 512-391-9273

On Feb 4, 2019, at 6:37 PM, James Clements <jclements@matrixse.com> wrote:

Ryan

Pls see the attached and confirm possession of all close out docs, warranty and training information. Also, please update us on how the warranty response is going. Based upon what I was told today, some key subs are unresponsive. Now is the time to get Dave's help.

Buck

Unfortunately the close out binders were never submitted to the AOR for review and frankly we don't know if they are complete. I am not saying they are incomplete but we just don't know. I believe we have gotten through all the keying issues but defer to Ryan to comment.

Jim Clements
Matrix Program Management Company, LLC
C. 704.905.1165
T. 704.676.9996
jclements@matrixse.com

From: Simonton, David <dsimonton@balfourbeattyus.com>
Sent: Monday, February 4, 2019 6:16 PM
To: Buck Lindsay <BLindsay@lbatlanta.com>
Cc: James Clements <jclements@matrixse.com>; Kim Brown <kbrown@bennethospitality.com>; Jennifer Faulkinberry <jfaulkinberry@lbatlanta.com>
Subject: MSH-Bennett Hotel Response to Bucks Request for Close Out Matrix

Buck please find attached our letter in regards to Substantial Completion which includes close out matrix.

David Simonton

VP Operations | Balfour Beatty
C. 512.391.9273 | C. 512.391.9273
Balfour Beatty Construction | www.balfourbeatty.com
1016 Adelberg Street, Suite 300, Charleston, SC 29403

im ge003 pg>

MISH-Bennett Hotel BBC Certificate of Substantial Completion WLA
Response.pdf

Simonton, David

From: Simonton, David </o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=2f903f367ffd41c186fd0968e93c6181-David Simon>
Sent: Tuesday, February 5, 2019 2:35 PM
To: 'Buck Lindsay'; 'James Clements'
Cc: rquinlan@hotelbennett.com; Kim Brown; Jennifer Faulkinberry; Marty Wall (mwall@bennethospitality.com); Spano, Tim; Starcevic, Nicholas
Subject: RE: MSH-Bennett Hotel Response to Bucks Request for Close Out Matrix
Attachments: MSH-Closeout Kickoff Meeting Minutes 5-24-18.pdf; 01700.pdf

Buck and Jim,

You are both correct that section 1.1 of 01 700 is clear on the requirements for close out, however, Bucks interpretation below is incorrect by adding language, and adding extended review not included in the Specification and by only using parts of the Specification in favor of the Owner/Architect and not the Contractor

The specification 01 700 1.1 A reads in part "Following receipt of the final official comprehensive Certificate of Occupancy... the Architect shall issue the Certificate of Substantial Completion,...After receipt thereof, the Contractor shall prepare, assemble, and transmit the items listed herein to the Owner, in care of the architect". **First, architect issues substantial completion, then contractor prepares close outs.** We see no requirement for a close out submittal for review to Architect as Buck has stated

We also held a close out meeting in which WLA, Matrix, Salamander, and LA were present. In this meeting (minutes attached) it was determined that one hardcopy would be provided to LA of O&Ms and As Builts only, (3) USBs with the closeout information on it would be provided to LA, WLA and Salamander, and a link for any of the above referenced parties to download the documents.

In summary, provide the substantial completion letter as now requested three times and as required in 01 700 and we will provide the close out documents as agreed to and minuted. This is the sequence per the contract documents, and BBC has been following that sequence by providing Salamander the OM's, training, and required tools to operate the building in advance, even though it is not required until receipt of Substantial Completion.

If there is another reason the architect is withholding substantial completion, BBC is unaware and requests, in writing, valid reasons as the owner has and continues to use the building for its intended use since receipt of the TCO 11/21/2018.

David Simonton

VP/Operations | Balfour Beatty
M 312.482.9171 | E dave.simonton@bb.com
Balfour Beatty US, LLC
1000 Advertising Street, Suite 200, Charleston, SC 29403

Balfour Beatty

From: Buck Lindsay [mailto:BLindsay@lpbatlanta.com]
Sent: Tuesday, February 5, 2019 8:02 AM
To: 'James Clements' <jclements@matrixse.com>; Simonton, David <dsimonton@balfourbeattyus.com>
Cc: rquinlan@hotelbennett.com; Kim Brown <kbrown@bennetthospitality.com>; Jennifer Faulkinberry <JFaulkinberry@lpbatlanta.com>; Marty Wall (mwall@bennetthospitality.com) <mwall@bennetthospitality.com>; Spano, Tim <tims Spano@Balfourbeattyus.com>; Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>
Subject: RE: MSH-Bennett Hotel Response to Bucks Request for Close Out Matrix

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Cc: rquinlan@hotelbennett.com; Kim Brown <kbrown@bennetthospitality.com>; Jennifer Faulkinberry <JFaulkinberry@lpbatlanta.com>; Marty Wall (mwall@bennetthospitality.com) <mwall@bennetthospitality.com>; Spano, Tim <tims Spano@Balfourbeattyus.com>; Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>
Subject: Re: MSH-Bennett Hotel Response to Bucks Request for Close Out Matrix

Buck

I have no dog in this fight. I just was to eliminate any possibility of incomplete information being submitted.

Is the submittal and review of close out information a contract requirement of both the GC and AOR? Otherwise how do we know it is complete? Of it is, then I believe we are all obligated to see this through, including the Owner.

For instance, as of the OAC last week we did not have ductwork as-builts. How then can the status of this requirement be complete?

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Jim Clements
 Matrix Program Management Services, LLC
 704.905.1165
www.matrixse.com

Sent from my iPad

On Feb 4, 2019, at 8:48 PM, Simonton, David <dsimonton@balfourbeattyus.com> wrote:

Jim, a close out meeting was held back in May of 2018 on how the manuals etc would be handled. From what I understand BBC, LA, Salamander, and WLA were in that meeting. Also a couple weeks ago during the OAC call the O/M was discussed with you, BBC and WLA and WLA asked did the Owner want to pay WLA on an hourly basis since they are on an hourly rate to review O/M manuals. Additionally when we started this process of transmitting manuals the operator and user needed reference material during owner training.

LA is well aware of the process we have been following in sending the manuals over to the operator. As far as warranty calls, when Ryan calls me I answer the phone and if we can't resolve the issue we notify the subcontractor. Additionally, we have supplied Ryan the required call list for his direct contact with the supplier and or their service department.

Ds

David Simonton
VP Operations | Charleston, SC
Balfour Beatty Construction
Mobile: 512-391-9273

On Feb 4, 2019, at 6:37 PM, James Clements <jclements@matrixse.com> wrote:

Ryan

Pls see the attached and confirm possession of all close out docs, warranty and training information. Also, please update us on how the warranty response is going. Based upon what I was told today, some key subs are unresponsive. Now is the time to get Dave's help.

Buck

Unfortunately the close out binders were never submitted to the AOR for review and frankly we don't know if they are complete. I am not saying they are incomplete but we just don't know. I believe we have gotten through all the keying issues but defer to Ryan to comment.

Jim Clements
Matrix Program Management Company, LLC
C. 704.905.1165
T. 704.676.9996
jclements@matrixse.com

From: Simonton, David <dsimonton@balfourbeattyus.com>
Sent: Monday, February 4, 2019 6:16 PM
To: Buck Lindsay <BLindsay@lpbatlanta.com>
Cc: James Clements <jclements@matrixse.com>; Kim Brown <kbrown@bennetthospitality.com>; Jennifer Faulkinberry <jFaulkinberry@lpbatlanta.com>
Subject: MSH-Bennett Hotel Response to Bucks Request for Close Out Matrix

Buck please find attached our letter in regards to Substantial Completion which includes close out matrix.

David Simonton

VP/Operations | Balfour Beatty
512-391-9273 | dsimonton@balfourbeattyus.com
Balfour Beatty Construction, LLC
1400 Meeting Street, Suite 300, Charleston, SC 29403
<[image003.jpg](mailto:dsimonton@balfourbeattyus.com)>

MSH-Bennett Hotel BBC Certificate of Substantial Completion WLA
Response.pdf



The Hotel at Marion Square – Closeout Kick Off Meeting and Introduction Agenda (Notes in bold are comment or minute items from the 5/24/18 Meeting).

- Attendees
 - Alec Dobney
 - Shanti Pienak
 - Nick Starcevic
 - Ryan Quinlan
 - Jim Clements
 - Jennifer Faulkinberry
 - Marty Wall
- Introductions
 - Define roles and responsibilities
 - **Shanti and Alec will be the point of contact for compiling all documents, scheduling attic stock turnover, and scheduling owner training. Nick will have oversight on all activities pertaining to the project.**
 - Establish points of contacts
 - **Shanti will be Salamander's main point of contact in terms of documentation, training and scheduling. Once the building is turned over and In Warranty, Nick Starcevic will become the point of contact for any repairs or assistance.**
 - Identify outside stakeholders
 - **The team has determined that all closeout and warranty information pertaining to OFCI material and equipment will be handled internally between the provider and the operator. BBC will provide the labor/installation warranties as required by contract.**
- Review of Format
 - Egnyte Option
 - **BBC will provide a non-expiring Egnyte Link for the team to access the closeout package from a tablet or remote computer.**
 - Hardware/Hard Drive Option (Versus Flash Drive)
 - Review Dashboard
 - **BBC will download a folder system onto the maintenance engineers work computer so that a local source is electronically available.**
 - Hard Copies and Binders
 - **BBC will provide hard copies for all O&M's and As-Built drawings. Product data, shop drawings, test reports, transmittals for attic stock, owner training agenda's/course outlines, will be electronically stored.**
- In Depth Review
 - Owner Training Matrix Review
 - Discussion topics for the team
 - Who from Salamander will be engaged
 - **Ryan Quinlan, Vijay Singh, and Marty Wall should be copied on all closeout correspondence.**

<https://bbcus.egnyte.com/app/index.do>

2/4/2019



- Schedule restraints (BBC/Salamander)
 - BBC plans to start bringing in owner training during the middle to end of July. BBC asked Ryan to confirm any of his travel plans in July and August so training dates can be established.
- Electrical and Mechanical General Provision Requirement
 - The team reviewed the general provision outlining the training of the complete electrical and mechanical system. BBC will provide training on all mechanical equipment as required. Salamander does not see the need to do a training on the distribution panelboards.
- Duration standards (Highlighted in yellow)
 - BBC is compiling training durations to accurately schedule the training
- Attic Stock Matrix Review – The team reviewed the extracted information from the specifications. This has been pulled out for the team into a list distributed in the meeting
 - Discussion topics for the team
 - Location for deliveries
 - All attic stock deliveries will be to the jobsite. Ryan is working on locations within the building with his team.
 - Timing/Schedule/Notice of delivery
 - BBC will schedule attic stock after CO and before substantial completion. BBC will notify the team 3 days in advance of the delivery.
 - Transmittal Process
 - Shanti and Ryan will inventory all attic stock and execute a transmittal at time of delivery.
- Special Warranty Review - The team reviewed the extracted information from the specifications. This has been pulled out for the team into a list distributed in the meeting.
 - Discussion topics for the team
 - Extended warranties and key contacts.
 - Elevator service agreement versus warranty.
- Operation and Maintenance Manuals
 - BBC is providing a similar extracted information page for the team regarding O&M manuals which will be provided as hard copies.
- Questions/Comments

<https://bbcus.egnyte.com/app/index.do>

2/4/2019

WLA-209007

CONTRACT CLOSE-OUT

01 700-1
060914

SECTION 01 700

I PART 1 - GENERAL

1.1 CLOSE-OUT TIMING

- A. Following receipt of the final official comprehensive Certificate of Occupancy by the General Contractor from the building official and fire marshal, and in accordance with Section 9.8 of the General Conditions of the Contract for Construction, the Architect shall issue the Certificate of Substantial Completion for that portion of the work when he determines that the work, or a designated portion thereof, is substantially complete. Receipt of the Certificate of Occupancy is hereby defined as a one of the prerequisites to issuance of the Certificate of Substantial Completion by the Architect, but not the only requirement. After receipt thereof, the Contractor shall prepare, assemble and transmit the items listed herein to the Owner, in care of the Architect.
- B. Additional prerequisites to issuance of the Certificate of Substantial Completion by the Architect include the following:
1. The General Contractor shall convene a preconstruction meeting with the Mechanical Engineer prior to installation of the Aeon make-up air units, the Lochinvar water heaters and the domestic mixing valve to discuss in detail the requirements of the contract documents and manufacturer's installation instructions for the equipment.
 2. All Aeon (make-up air) commissioning certification required by Specification Section 15 910 and documentation required by the manufacturer shall be completed by the Contractor and delivered to the Owner.
- C. Unless additional quantities are specified elsewhere, submit all items in duplicate.
- D. Documents, maintenance materials, tools, equipment, demonstrations, data, manuals and other closing requirements shall be submitted (or performed) and accepted by the Owner prior to the date of final completion. All close-out documents shall be submitted simultaneously. Piece meal delivery of separate elements of the documents will not be acceptable and will be returned to the General Contractor.

1.2 FINAL COMPLETION PREREQUISITES

- A. Contractor shall submit to the Owner two bound, loose leaf maintenance manuals for all equipment with wearing parts for which manufacturers have printed maintenance recommendations. These shall be manuals for plumbing and lighting fixtures, finish hardware, all equipment, appliances, finishes requiring special treatment and as otherwise required in the specifications. Label manuals with embossed plastic tape. Label shall include name of project, nature of information, contractor/subcontractor, name/address of local parts supplier and name/address of service organization. Contractor shall use multiple white 5" three ring binders as necessary to prevent over stuffing.

WLA-209007

CONTRACT CLOSE-OUT

01 700-2
060914

- B. Contractor shall submit to the Owner two bound, loose leaf operation manuals for equipment which has printed operating instructions from the manufacturer. Assemble and submit operation manuals as indicated for maintenance manuals or include therewith. Contractor shall use multiple white 5" three ring binders as necessary to prevent over stuffing.
- C. Contractor shall submit to the Owner the Certificate of Occupancy for each specific phase of construction from governmental agencies having jurisdiction that the construction has been inspected as required for compliance with applicable laws and ordinances and that the building is approved for occupancy and suitable for its intended purpose.
- D. In accordance with contract conditions, Contractor shall provide his warranty and shall require each subcontractor to provide his warranty in writing on the forms included in Specification Section 01 740 and Section 01 741. Contractor shall assemble, bind, label and transmit warranties as required for manuals listed above. Unless specifically indicated otherwise in individual specification sections, the period for warranties shall begin at 12:00 noon on the date of substantial completion. The warranty start date shall also include, but is not limited to, all manufactured equipment and materials, regardless of manufacturer's date, delivery date or installation date.
- E. Contractor shall leave all fire extinguishers charged and ready for use. Extinguishers shall bear a tag showing the date tested and testing agency. All costs incurred shall be paid for by the Contractor.
- F. Contractor shall provide two (2) copies of valve tag schedules with close-out documents and mount one copy, framed under glass, on each water heater room wall.
- G. Contractor shall deliver all building mechanical keys at date of Substantial Completion. Contractor shall tag each key to indicate lock which key operates. Contractor shall accompany keys with final hardware schedule. Contractor shall remove all construction inserts from mechanical locksets.
- H. Contractor shall coordinate demonstrations and testing of equipment for the Owner's maintenance personnel and complete such demonstrations and testing prior to date of Substantial Completion in accordance with applicable specifications sections.
- I. Contractor shall deliver 2 complete sets of as-built drawings to the Owner as required in Specification section 01 100 - Special Project Procedures, prior to date of Substantial Completion.
- J. Contractor shall provide maintenance and replacement stock material as required by applicable specification sections prior to date of Substantial Completion in accordance with the individual Specifications Section requirements. This material includes, but is not limited to, the following:
 - 1. 2% of each type of floor tile and grout used in clean, marked cartons
 - 2. 2% of each acoustical ceiling tile type
 - 3. 2% additional rubber base, resilient flooring material and adhesives
 - 4. Three new/unopened gallons of each type and color of paint used
 - 5. Six (6) additional low voltage halogen lamps for each elevator car ceiling

WLA-209007

CONTRACT CLOSE-OUT

01 700-3
060914

6. One (1) extra guestroom safe
 7. One (1) extra guestroom vanity mirror
 8. All carpet scraps greater than 100 SF in size shall remain at jobsite for Owners review. Selected carpet scraps shall be stored in the project for future repairs. Remaining scraps shall be disposed of by the Contractor.
 9. One 54" wide roll of each type vinyl wallcovering used
 10. Four additional electronic RFID card key locksets specified to be installed at guestroom entries
 11. Two extra guestroom refrigerators
 12. 5% of each type of decorative hard wired guestroom/corridor fixtures with quantities greater than 20 units
 13. 20 each additional full sized cast stone masonry veneer field units
 14. 5 each additional full sized plant precast architectural concrete units in each of the shapes provided.
- K. Twenty-four hours following issuance of the Final, Official, Comprehensive Certificate of Substantial Completion, General Contractor shall replace all batteries in all electronic RFID locksets with new alkaline batteries.
- L. Contractor shall provide a complete set of all specialized tools and maintenance instruments necessary for Owner's continued adjustment, maintenance, removal and replacement of all door hardware specified herein.
- M. Contractor shall provide copies of MAU manufacturer's commissioning documents.
- N. Also reference the General Conditions of the Contract for Construction and Supplementary Conditions Specification Sections for additional information concerning Substantial Completion, final completion and payments related thereto. Final payment shall not be issued by the Owner until the Contractor provides data sufficient to substantiate payment or satisfaction of all obligations, including releases and waivers of liens to the extent and in such form as may be designated by the Owner.

1.3 CERTIFICATE OF FINAL COMPLETION

- A. Prior to the release of final retainage, the Contractor shall verify and notify the Architect when all punch list work is complete. The Architect and respective Engineers will then review the work and report their observations to the Owner. When the Architect provides a Certificate of Final Completion to the Owner the Contractor may apply for release of final retainage. If additional visits by the Architect and Engineers are required by the Owner to certify final completion, the Contractor shall be responsible for payment of time and material costs of the visits.

END OF SECTION

Jennifer Faulkinberry

From: Jennifer Faulkinberry <JFaulkinberry@lpmatlanta.com>
Sent: Tuesday, November 20, 2018 10:47 PM
To: Simonton, David; James Clements
Cc: Spano, Tim; Buck Lindsay; Starcevic, Nicholas; Kim Brown; Hotelat Marion; Taylor Walker; 'Matthew @ Boatwright Co. PA'; Dean, Pat
Subject: RE: Punch list for TAB BBC-MUA Start Up Reports

yes

From: Simonton, David <dsimonton@balfourbeattyus.com>
Sent: Tuesday, November 20, 2018 5:41 PM
To: Jennifer Faulkinberry <JFaulkinberry@lpmatlanta.com>; James Clements <jclements@matrixse.com>
Cc: Spano, Tim <tspano@Balfourbeattyus.com>; Buck Lindsay <BLindsay@lpmatlanta.com>; Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>; Kim Brown <kbrown@bennetthospitality.com>; Hotelat Marion <HotelatMarion@balfourbeattyus.com>; Taylor Walker <TWalker@lpmatlanta.com>; 'Matthew @ Boatwright Co. PA' <TABCHS@lowcountry.com>; Dean, Pat <pdean@balfourbeattyus.com>
Subject: RE: Punch list for TAB BBC-MUA Start Up Reports

Jennifer, are you referring to 00 800?

David Simonton

VP Operations & Business Development
802.491.4211 | 812.491.4211
dsimonton@balfourbeattyus.com | www.balfourbeattyus.com
1000 Young Street, Suite 200, Charleston, SC 29403

Balfour Beatty

From: Jennifer Faulkinberry [<mailto:JFaulkinberry@lpmatlanta.com>]
Sent: Tuesday, November 20, 2018 5:39 PM
To: Simonton, David <dsimonton@balfourbeattyus.com>; James Clements <jclements@matrixse.com>
Cc: Spano, Tim <tspano@Balfourbeattyus.com>; Buck Lindsay <BLindsay@lpmatlanta.com>; Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>; Kim Brown <kbrown@bennetthospitality.com>; Hotelat Marion <HotelatMarion@balfourbeattyus.com>; Taylor Walker <TWalker@lpmatlanta.com>; 'Matthew @ Boatwright Co. PA' <TABCHS@lowcountry.com>
Subject: Re: Punch list for TAB BBC-MUA Start Up Reports

It's called for in Supplementary Conditions.

Thanks

Jennifer Faulkinberry, Architect
344 West Pike Street

Lawrenceville, GA 30046

w.770.407.5786

C.770.241.2473

jfaulkinberry@lbbatlanta.com

----- Original message -----

From: "Simonton, David" <dsimonton@balfourbeattyus.com>

Date: 11/20/18 2:55 PM (GMT-05:00)

To: Jennifer Faulkinberry <jfaulkinberry@lbbatlanta.com>, James Clements <jcllements@matrixse.com>

Cc: "Spano, Tim" <tspano@balfourbeattyus.com>, Buck Lindsay <blindsay@lbbatlanta.com>, "Starcevic, Nicholas"

<NStarcevic@balfourbeattyus.com>, Kim Brown <kbrown@bennetthospitality.com>, Hotelat Marion

<HotelatMarion@balfourbeattyus.com>, Taylor Walker <TWalker@lbbatlanta.com>, "Matthew @ Boatwright Co.

PA" <TABCHS@lowcountry.com>

Subject: RE: Punch list for TAB BBC-MUA Start Up Reports

Jennifer, I did not see that requirement for Substantial Completion in 15910, and I thought Alec had sent those in when received a while back.

We will formally submit the attached start up reports ASAP.

David Simonton

VPE Operations | dsimonton@balfourbeattyus.com

10000 Highway 21, Suite 100, Atlanta, GA 30328

www.balfourbeattyus.com | www.matrixse.com

10000 Highway 21, Suite 100, Atlanta, GA 30328

Balfour Beatty

From: Jennifer Faulkinberry [<mailto:jfaulkinberry@lbbatlanta.com>]

Sent: Tuesday, November 20, 2018 2:02 PM

To: James Clements <jcllements@matrixse.com>

Cc: Spano, Tim <tspano@balfourbeattyus.com>; Buck Lindsay <blindsay@lbbatlanta.com>; Starcevic, Nicholas

<NStarcevic@balfourbeattyus.com>; Simonton, David <dsimonton@balfourbeattyus.com>; Kim Brown

<kbrown@bennetthospitality.com>; Hotelat Marion <HotelatMarion@balfourbeattyus.com>; Taylor Walker

<TWalker@lbbatlanta.com>; 'Matthew @ Boatwright Co. PA' <TABCHS@lowcountry.com>

Subject: RE: Punch list for TAB BBC-HW-5 Response with Photos 11-17-18

No. All systems need to be up and running properly

In addition, I don't believe we ever received the Certification and completed start up docs for the make-up air system (per 15910) that is a requirement for Substantial Completion.

Jennifer G. Faulkinberry

Winfred Lindsay Architect

344 West Pike Street

direct 770.407.5786

Lawrenceville, GA 30046

fax 770.407.5817

www.balfourbeattyus.com

cell 770.241.2473

From: James Clements <jclements@matrixse.com>
Sent: Tuesday, November 20, 2018 1:21 PM
To: Jennifer Faulkinberry <jfaulkinberry@lbbatlanta.com>
Cc: Spano, Tim <tspano@balfourbeattyus.com>; Buck Lindsay <blindsay@lbbatlanta.com>; Starcevic, Nicholas <nstarcevic@balfourbeattyus.com>; Simonton, David <dsimonton@balfourbeattyus.com>; Kim Brown <kbrown@bennetthospitality.com>; Hotelat Marion <HotelatMarion@balfourbeattyus.com>; Taylor Walker <TWalker@lbbatlanta.com>; 'Matthew @ Boatwright Co. PA' <TABCHS@lowcountry.com>
Subject: RE: Punch list for TAB BBC-HW-5 Response with Photos 11-17-18

Jennifer

Are these types of deficiencies consistent with accepting the building for Substantial Completion – Owner's Intended Use?

Jim Clements
 Matrix Program Management Services, LLC

O. 704-676-9996
 C. 704-905-1165
jclements@matrixse.com

From: Simonton, David <dsimonton@balfourbeattyus.com>
Sent: Tuesday, November 20, 2018 11:27 AM
To: Taylor Walker <TWalker@lbbatlanta.com>; 'Matthew @ Boatwright Co. PA' <TABCHS@lowcountry.com>
Cc: James Clements <jclements@matrixse.com>; Spano, Tim <tspano@balfourbeattyus.com>; Jennifer Faulkinberry <jfaulkinberry@lbbatlanta.com>; Buck Lindsay <blindsay@lbbatlanta.com>; Starcevic, Nicholas <nstarcevic@balfourbeattyus.com>; Hotelat Marion <HotelatMarion@balfourbeattyus.com>
Subject: RE: Punch list for TAB BBC-HW-5 Response with Photos 11-17-18

10-4 We will notify BMCC immediately.

David Simonton

VP/Operations | Balfour Beatty
 612-471-0911 | 612-471-9718
dsimonton@balfourbeattyus.com | dsimonton@balfourbeattyus.com
 105 Meeting Street, Suite 400, Charleston, SC 29401

Balfour Beatty

From: Taylor Walker [<mailto:TWalker@lbbatlanta.com>]
Sent: Tuesday, November 20, 2018 11:27 AM
To: 'Matthew @ Boatwright Co. PA' <TABCHS@lowcountry.com>; Simonton, David <dsimonton@balfourbeattyus.com>
Cc: 'James Clements' <jclements@matrixse.com>; Spano, Tim <tspano@balfourbeattyus.com>; Jennifer Faulkinberry <jfaulkinberry@lbbatlanta.com>; Buck Lindsay <blindsay@lbbatlanta.com>; Starcevic, Nicholas <nstarcevic@balfourbeattyus.com>; Hotelat Marion <HotelatMarion@balfourbeattyus.com>
Subject: RE: Punch list for TAB BBC-HW-5 Response with Photos 11-17-18

Based on the report the pump only provides 17.7 feet of head. It is supposed to provide 60 feet of head. The pump

curve only goes up to 25 feet of head (24 feet of head at 5 GPM) We had a 1.5 HP pump at 3450 RPM scheduled A 1.0 HP pump at 1750 RPM has been provided.

My only conclusion is that the incorrect pump has been installed. Need to remove it & replace it with a pump that meets the capacities of the scheduled pump. Additionally, please provide a submittal for the pump for our review.

From: Matthew @ Boatwright Co. PA <TABCHS@lowcountry.com>

Sent: Tuesday, November 20, 2018 11:04 AM

To: Taylor Walker <TWalker@lbatlanta.com>; 'Simonton, David' <dsimonton@balfourbeattyus.com>

Cc: 'James Clements' <jclements@matrixse.com>; 'Spano, Tim' <tspano@Balfourbeattyus.com>; Jennifer Faulkinberry <jFaulkinberry@lbatlanta.com>; Buck Lindsay <BLindsay@lbatlanta.com>; 'Starcevic, Nicholas' <NStarcevic@Balfourbeattyus.com>; 'Hotelat Marion' <HotelatMarion@balfourbeattyus.com>

Subject: RE: Punch list for TAB BBC-HW-5 Response with Photos 11-17-18

Good morning Mr. James and team,

Matthew tested the pump previously and then yesterday; attached is our balance data sheet and the pump curve for the installed pump. If you have any questions please let him know.

Have a wonderful Thanksgiving.

Kind Regards,

Faith Bongiorno

BOATWRIGHT COMPANY P.A.

TABCHS@lowcountry.com

(P) 843-835-3976

(M) 843-637-1135

From: Taylor Walker <TWalker@lbatlanta.com>

Sent: Monday, November 19, 2018 10:22 PM

To: Simonton, David <dsimonton@balfourbeattyus.com>

Cc: James Clements <jclements@matrixse.com>; Matthew @ Boatwright Co. PA <TABCHS@lowcountry.com>; Spano, Tim <tspano@Balfourbeattyus.com>; Jennifer Faulkinberry <jFaulkinberry@lbatlanta.com>; Buck Lindsay <BLindsay@lbatlanta.com>; Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>; Hotelat Marion <HotelatMarion@balfourbeattyus.com>

Subject: RE: Punch list for TAB BBC-HW-5 Response with Photos 11-17-18

It was added in MOD #3, 1/15/2016. I also looked & didn't see that we ever received a submittal for this pump.

From: Taylor Walker

Sent: Monday, November 19, 2018 12:01 PM

To: Simonton, David <dsimonton@balfourbeattyus.com>

Cc: James Clements <jclements@matrixse.com>; Matthew @ Boatwright Co. PA <TABCHS@lowcountry.com>; Spano, Tim <tspano@Balfourbeattyus.com>; Jennifer Faulkinberry <jFaulkinberry@lbatlanta.com>; Buck Lindsay <BLindsay@lbatlanta.com>; Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>; Hotelat Marion <HotelatMarion@balfourbeattyus.com>

Subject: Re: Punch list for TAB BBC-HW-5 Response with Photos 11-17-18

Not off the top of my head. I'll check the plans when I get back tonight. Though if you have the latest set you can look at P601 & on the pump schedule there should be a flag callout next to HWC-5 & that should point to when it was issued.

Taylor Walker
Sent from my iPhone

On Nov 19, 2018, at 11:08 AM, Simonton, David <dsimonton@balfourbeattyus.com> wrote

Taylor, do you know which MOD or SI or change added the pump HWC-5?

David Simonton

VP, Operations & Technical Services

212 481-4200, ext. 112 or 113

dsimonton@balfourbeattyus.com | www.balfourbeattyus.com

100 Korman Blvd., Suite 900, Charleston, SC 29401

<image003.jpg>

From: Taylor Walker [<mailto:TWalker@lbatlanta.com>]

Sent: Monday, November 19, 2018 7:22 AM

To: Simonton, David <dsimonton@balfourbeattyus.com>

Cc: James Clements <xclements@matrixse.com>; Matthew @ Boatwright Co. PA

<TABCHS@lowcountry.com>; Spano, Tim <tspano@balfourbeattyus.com>; Jennifer Faulkinberry

<jfaulkinberry@lbatlanta.com>; Buck Lindsay <blindsay@lbatlanta.com>; Starcevic, Nicholas

<NStarcevic@Balfourbeattyus.com>; Hotelat Marion <HotelatMarion@balfourbeattyus.com>

Subject: Re: Punch list for TAB BBC-HW-5 Response with Photos 11-17-18

That picture is of the pump motor nameplate. I need the actual pump model number. I am concerned that the wrong pump is installed. The specified pump provides 60 feet of head. Based on the psi numbers provided below, the installed pump has under 14 feet of head. I agree with shutting the pump down if this is the case.

I'm out of the office today. Was a submittal ever provided for the installed pump? If so, please forward it & I will look over it today.

Taylor Walker
Sent from my iPhone

On Nov 17, 2018, at 8:25 AM, Simonton, David <dsimonton@balfourbeattyus.com> wrote:

Taylor, We did find the HW-5 does have a check valve, and isolation valves both upstream and downstream.

Included are the nameplates for HW 5 and also the gauges installed readings upstream and downstream of the Pump.

As noted in BMCC note, the gauges are reading 55 lbs. and 61 lbs. and provides no flow pumping against a 100 lb line.

At this point we should probably shut these pumps down due to pumping against a dead head, so they will not be sacrificed.

ds

David Simonton

A.P./Operations | Professional Seal

1000 Highway 1000, Suite 1000, Charleston, SC 29405

Tel: 803.733.1111 | Fax: 803.733.1112 | Email: dsimonton@balfourbeattyus.com

www.balfourbeattyus.com



From: Taylor Walker [<mailto:TWalker@lbatlanta.com>]
Sent: Friday, November 16, 2018 5:51 AM
To: 'James Clements' <jclements@matrixse.com>; Simonton, David <dsimonton@balfourbeattyus.com>
Cc: 'Matthew @ Boatwright Co. PA' <TABCHS@lowcountry.com>; Spano, Tim <tspano@Balfourbeattyus.com>; Jennifer Faulkinberry <jfaulkinberry@lbatlanta.com>; Buck Lindsay <BLindsay@lbatlanta.com>; Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>; Hotelat Marion <HotelatMarion@balfourbeattyus.com>
Subject: RE: Punch list for TAB

Additionally HWC-5 shall have a check valve on the discharge and isolation valves upstream & downstream of it. I noticed that while writing my punch report.

From: Taylor Walker
Sent: Thursday, November 15, 2018 2:41 PM
To: 'James Clements' <jclements@matrixse.com>; Simonton, David <dsimonton@balfourbeattyus.com>
Cc: Matthew @ Boatwright Co. PA <TABCHS@lowcountry.com>; Spano, Tim <tspano@Balfourbeattyus.com>; Jennifer Faulkinberry <jfaulkinberry@lbatlanta.com>; Buck Lindsay <BLindsay@lbatlanta.com>; Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>; Hotelat Marion <HotelatMarion@balfourbeattyus.com>
Subject: RE: Punch list for TAB

In regards to the design meeting code – per the 2006 International Plumbing Code there can be 100 feet from the hot water to the fixture without recirculation and we are well below that distance from the second floor to the lavatories in the first floor Men 119 & Women 121. The design meets the code requirements. I cannot attest to the actual field installed conditions though.

As for the hot water recirculation pump. I spoke with Matthew & he is going to test the pump to see the actual flow and head pressure the pump is providing. As stated, there are things we can tweak with regards to the PRV that is serving the first & second floor 120° F hot water system. After we get the results from Matthew I will provide additional direction. Matthew I was unable to get a picture of the pump nameplate, just the motor nameplate. David – can you please inform us of the installed HWC-5 model number & serial number?

From: James Clements <jclements@matrixse.com>
Sent: Thursday, November 15, 2018 2:01 PM
To: Simonton, David <dsimonton@balfourbeattyus.com>; Taylor Walker <TWalker@lbatlanta.com>
Cc: Matthew @ Boatwright Co. PA <TABCHS@lowcountry.com>; Spano, Tim <tspano@Balfourbeattyus.com>; Jennifer Faulkinberry

Thanks, Dave.

O. 704-676-9996
C. 704-905-1165
Jclements@matrixse.com

Jim, See attached cut from P-402B there is no HWR for Level 1 Rest Rooms as we stated, and don't disagree with the Recirc on level 2, but seems to us the Recirc on Level 2 is ineffective in recirculating Level 1, and with Low flow faucets, L1 will not get hot water for several minutes.

Ds

David Simonton

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<image007.jpg>
```

From: Taylor Walker [<mailto:TWalker@lphatlanta.com>]
Sent: Thursday, November 15, 2018 10:13 AM
To: Simonton, David <dsimonton@balfourbeattyus.com>; James Clements
 <jclements@matrixse.com>
Cc: Matthew @ Boatwright Co. PA <TABCHS@lowcountry.com>; Spano, Tim
 <timspano@Balfourbeattyus.com>; Jennifer Faulkinberry

<JFaulkinberry@lbbatlanta.com>; Buck Lindsay <BLindsay@lbbatlanta.com>; Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>; Hotelat Marion <HotelatMarion@balfourbeattyus.com>
Subject: RE: Punch list for TAB

To clarify, in the design we do have hot water recirculation for the first floor Men 119 & Women 121, it is fed from the recirculated hot water system on the second floor and the design meets code. Secondly, the added pump HWC-5 boosts the pressure by 25-30 psi (trying to find out the exact number from Boatwright when they tested the pump) which boosts the discharge pressure from HWC-5 to match the system pressure on the mechanical platform, approximately 95 psi. PRV-4 may need to be tweaked to increase the downstream pressure if the incoming pressure to HWC-5 is too low. In order to tweak the recirculation system we need to know the upstream and downstream pressures on each side of HWC-5.

From: Simonton, David <dsimonton@balfourbeattyus.com>
Sent: Thursday, November 15, 2018 9:53 AM
To: James Clements <jclements@matrixse.com>; Taylor Walker <TWalker@lbbatlanta.com>
Cc: Matthew @ Boatwright Co. PA <TABCHS@lowcountry.com>; Spano, Tim <tspano@Balfourbeattyus.com>; Jennifer Faulkinberry <JFaulkinberry@lbbatlanta.com>; Buck Lindsay <BLindsay@lbbatlanta.com>; Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>; Hotelat Marion <HotelatMarion@balfourbeattyus.com>
Subject: RE: Punch list for TAB

Jim, I walked with BMCC this morning and they are rechecking the list, but some of this stuff is old and checked off.
 I don't see any of the "few items" Matt mentions in his email below on the list for the pool area etc?

As far as the exhaust fans, they may have been off due to the work going on for the 1st floor punch list. The fans are wired and have been energized for weeks if not months.

In regards to the hot water re-circulation for levels 1, there is not any for the gang rest rooms and staff area, by design.
 Also the hot water re-circulation for levels 1 and 2 is installed per design, we will add the pressure gauges as requested, but at this point the recirculation pump is at full speed and the issue is the pump is at @60 lbs. trying to pump in to a 100 lb. hot water supply line, only way to cure this is to reduce the pressure on the hot water, as the 60lb recirculation pressure will not work against the 100lb pressure of the supply line.

We issue the subs the lists. And BMCC does walk with Matt.
 ds

David Simonton

VP/Operations Balfour Beatty
 214 412 494 8078 | C 542 414 8173
 E dsimonton@balfourbeattyus.com | www.balfourbeattyus.com
 100 Meeting Street, Suite 100 Charleston, SC 29403
 <image008.jpg>

From: James Clements [mailto:jclements@matrixse.com]
Sent: Thursday, November 15, 2018 7:59 AM

To: Simonton, David <dsimonton@balfourbeattyus.com>; Taylor Walker <TWalker@lpmatlanta.com>
Cc: Matthew @ Boatwright Co. PA <TABCHS@lowcountry.com>; Spano, Tim <tspano@Balfourbeattyus.com>; Jennifer Faulkinberry <jfaulkinberry@lpmatlanta.com>; Buck Lindsay <BLindsay@lpmatlanta.com>
Subject: RE: Punch list for TAB

Dave

I thought MCC was walking with Matthew and knew about these TAB issues in advance. Matthew is trying to complete the inspections so he can issue the TAB report. If you prefer, I can ask Matthew to present the report with the deficiencies?

Taylor and Matthew are speaking this morning. Taylor has other questions. We can set up a call today?

Taylor

When do you send out your field report?

Jim Clements
Matrix Program Management Services, LLC

O. 704-676-9996

C. 704-905-1165

jcllements@matrixse.com

From: Simonton, David <dsimonton@balfourbeattyus.com>
Sent: Wednesday, November 14, 2018 3:54 PM
To: Taylor Walker <TWalker@lpmatlanta.com>
Cc: James Clements <jcllements@matrixse.com>; Matthew @ Boatwright Co. PA <TABCHS@lowcountry.com>; Spano, Tim <tspano@Balfourbeattyus.com>; Jennifer Faulkinberry <jfaulkinberry@lpmatlanta.com>; Buck Lindsay <BLindsay@lpmatlanta.com>
Subject: Re: Punch list for TAB

Jim,

With the string of emails and attachment just trying to figure out how all this gets on a report so we can track and get it signed off.

And what is actually required on the drawings in regards to Taylor's comments. So we can get it out to BMCC and Watson for fix, or comments.

David Simonton
VP Operations | Charleston, SC
Balfour Beatty Construction
Mobile: 512-391-9273

On Nov 14, 2018, at 3:39 PM, Taylor Walker <TWalker@lpmatlanta.com> wrote:

I am 99.9% concern free for the guestroom hot water system. The rooms I did check had hot water within 8 seconds. I do have some concerns on the hot water recirculation system for the 120°F hot water system on the 1st & 2nd floors. For some locations it took more than three minutes to get hot water.

The balancing of the VFD is critical in that regard. The VFD should be fine-tuned using pressure gauges upstream and downstream of the pump, but none were provided.

What was the measured flow and head pressure for HWC-5?

From: James Clements <jclements@matrixse.com>
Sent: Wednesday, November 14, 2018 2:17 PM
To: Matthew @ Boatwright Co. PA <TABCHS@lowcountry.com>; Taylor Walker <TWalker@lbatlanta.com>; Dave Simonton (dsimonton@balfourbeattyus.com) <dsimonton@balfourbeattyus.com>
Cc: Tim Spano (timspero@balfourbeattyus.com) <timspero@balfourbeattyus.com>; Jennifer Faulkinberry <jfaulkinberry@lbatlanta.com>; Buck Lindsay <BLindsay@lbatlanta.com>
Subject: RE: Punch list for TAB

Thanks, Matthew. A longer list than I expected

Dave and Taylor

Pls see Matthew's trailing email including open items list for public and BOH areas and respond.

Taylor

Is there anything to be concerned about the domestic hot water? We have a bunch of big bathtubs. Note also reference to lack of control on the domestic water VFD?

Jennifer

Pls be sure to add contents of email and to your tracking list along with the GR open items transmitted earlier and attached.

Jim Clements
Matrix Program Management Services, LLC

O. 704-676-9996
C. 704-905-1165
jclements@matrixse.com

From: Matthew @ Boatwright Co. PA <TABCHS@lowcountry.com>
Sent: Wednesday, November 14, 2018 12:03 PM
To: James Clements <jclements@matrixse.com>
Subject: RE: Punch list for TAB

Mr. James,

Will follow up with Ryan Quinlan for next week,

Pool area on the 9th floor has a few items, Basement laundry area has a few

items as well. We are waiting to hear if items on the second floor VAV box, and the power issue with the general exhaust for 1st and 2nd floor is corrected. Domestic hot water, pumps are balanced, the results are little low with valves 100%. Once we open the valves at 100%, there is nothing further we can do. The VFD for domestic water is operating at a fixed point, and it is currently not wired for controls. The schedule for the main pump has VFD listed but does not spec on how that VFD is to be controlled. Ryan has inquired about it, therefore it may need to be address to mechanical engineer on record.

I think this is latest I have from the field at the moment.

Faith

From: James Clements <jclements@matrixse.com>
Sent: Wednesday, November 14, 2018 8:45 AM
To: Matthew @ Boatwright Co. PA <TABCHS@lowcountry.com>; 'Tim Spano' <timspano@balfourbeattyus.com>; 'Ryan Quinlan' <rquinlan@hotelbennett.com>
Cc: 'Jennifer Faulkinberry' <jfaulkinberry@lbbatlanta.com>; Taylor Walker <TWalker@lbbatlanta.com>
Subject: RE: Punch list for TAB

Thank you, Matthew

Access to 8 should be released by Monday – that the plan anyway. Pls follow up with Ryan Quinlan next week.

Are we done in the public and back of house areas? Can we have that punch list as well? What's the status of the domestic water balancing?

Jim Clements
Matrix Program Management Services, LLC

O. 704-676-9996
C. 704-905-1165
jclements@matrixse.com

From: Matthew @ Boatwright Co. PA <TABCHS@lowcountry.com>
Sent: Wednesday, November 14, 2018 8:33 AM
To: James Clements <jclements@matrixse.com>; 'Tim Spano' <timspano@balfourbeattyus.com>; 'Ryan Quinlan' <rquinlan@hotelbennett.com>
Subject: Punch list for TAB

Good afternoon Mr. James,

Attached is our punch list of items that haven't been resolved. We are trying to wrap this project up so I can get you a TAB report. Our technician still needs to get through the 8th floors to resolve those punch items. 7th floor looks good. Please let me know if you have any questions.

Kind Regards,

Faith Bongiorno

<image001.jpg>

TABCHS@lowcountry.com

(P) 843-835-3976

(M) 843-637-1135

<HW-5 Pump Gauges BMCC Gauges pdf>

Simonton, David

From: Simonton, David </o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=2f903f367ffd41c186fd0968e93c6181-David Simon>
Sent: Tuesday, May 1, 2018 1:14 PM
To: 'James Clements'
Cc: Brent McDonald; Steve Eifert; Kim Brown; Starcevic, Nicholas; Jennifer Faulkinberry; Buck Lindsay; Walter Bundy
Subject: RE: Retention - Need Immediate Response Please DSimonton-4-27-18

Jim,

The retainage is 5% on this project, we are billing the retainage as indicated in the Contract Documents Supplementary Conditions 00 800-10 item Q. 9.3.4. We see no indication of a 10% retainage requirement in the A/133-2009 Exhibit A.

BBC wishes to proceed with the current pay application as submitted and reviewed.

Regards,
DS

David Simonton, Vice President Operations

615.881.4444 ext. 2222 www.balfourbeattyus.com

800 Meeting Street, Suite 800, Charleston, SC 29401

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Balfour Beatty Construction



From: James Clements [mailto:jclements@matrixse.com]
Sent: Saturday, April 28, 2018 9:36 AM
To: Simonton, David <dsimonton@balfourbeattyus.com>
Cc: Brent McDonald <Brent@BundyMcDonald.com>; Steve Eifert <seifert@shepconsult.com>; Kim Brown <kbrown@bennetthospitality.com>; Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>; Jennifer Faulkinberry <JFaulkinberry@lpbatlanta.com>; Buck Lindsay <BLindsay@lpbatlanta.com>; Walter Bundy <walter@bundymcdonald.com>
Subject: Re: Retention - Need Immediate Response Please DSimonton-4-27-18

David

I respect your position but as with other recent positions taken by yourself, we have a disagreement.

In the interest of expediting a solution for all parties, I recommend we defer this to the attorneys to reconcile.

In the meantime, BBC needs to decide how it wishes to proceed with the current pay applications as based upon Agreements in place including those acknowledged previously by BBC the Architect, Owner and Lender cannot approve 5% retention.

I'll see you Monday to review the contingency request and hopefully get that behind us.

Jim Clements
C 704-905-1165
O 704-676-9996
jcllements@matrixse.com

From: Dave Simonton <dsimonton@balfourbeattyus.com>
Date: Friday, April 27, 2018 at 3:57 PM
To: James Clements <jcllements@matrixse.com>
Cc: Steve Eifert <seifert@shepconsult.com>, Kim Brown <kbrown@bennetthospitality.com>, Nick Starcevic <NStarcevic@Balfourbeattyus.com>, Jennifer Faulkinberry <JFaulkinberry@ipbatlanta.com>, Buck Lindsay <BLindsay@ipbatlanta.com>, Steve Eifert <seifert@shepconsult.com>
Subject: RE: Retention - Need Immediate Response Please DSimonton-4-27-18

Jim,
I don't see where the Loan Agreement between Library Associates and Metropolitan Life Insurance Company, the General Contractors Certificate, precon meeting minutes are relevant. The documents you sent are not amendments or mentioned in the Contract Documents.
Additionally, we believe you are withholding more retainage than the contract requires at this stage of the project.
ds

David Simonton, Vice President Operations
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Balfour Beatty Construction



From: James Clements [<mailto:jcllements@matrixse.com>]
Sent: Friday, April 27, 2018 12:29 PM
To: Simonton, David <dsimonton@balfourbeattyus.com>
Cc: Steve Eifert <seifert@shepconsult.com>; Kim Brown <kbrown@bennetthospitality.com>; Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>; Jennifer Faulkinberry <JFaulkinberry@ipbatlanta.com>; Buck Lindsay <BLindsay@ipbatlanta.com>
Subject: Re: Retention - Need Immediate Response Please

David

As final confirmation to the precedence of 10% retention, please refer to paragraph 11.8 of the attached precon meeting minutes.

Jim Clements
C 704-905-1165
O 704-676-9996
jcllements@matrixse.com

From: James Clements <jcllements@matrixse.com>
Date: Friday, April 27, 2018 at 7:53 AM
To: Dave Simonton <dsimonton@balfourbeattyus.com>
Cc: Steve Eifert <seifert@shepconsult.com>, Kim Brown <kbrown@bennethospitality.com>, Nick Starcevic <NStarcevic@Balfourbeattyus.com>, Jennifer Faulkinberry <JFaulkinberry@lpmatlanta.com>, Buck Lindsay <BLindsay@lpmatlanta.com>
Subject: Re: Retention - Need Immediate Response Please

David

10% is required per the Loan Agreement and acknowledged by the General Contractor's Certificate. Using your reference to the hierarchy of documents, this Agreement is considered under the AIA 133 as item #2.

It is also worth pointing out 10% has been the retainage percentage in 35 draws. So clearly BBC knew of this requirement. Otherwise, BBC would have been submitting 5% for the past 3 years

In view of the foregoing, I trust this discussion is behind us and we can move forward with processing the invoices at hand.

C 704-905-1165
O 704-676-9996
jcllements@matrixse.com

From: Dave Simonton <dsimonton@balfourbeattyus.com>
Date: Thursday, April 26, 2018 at 2:36 PM
To: Kim Brown <kbrown@bennethospitality.com>, Nick Starcevic <NStarcevic@Balfourbeattyus.com>, James Clements <jcllements@matrixse.com>, Jennifer Faulkinberry <JFaulkinberry@lpmatlanta.com>, Buck Lindsay <BLindsay@lpmatlanta.com>
Subject: RE: Retention - Need Immediate Response Please

Kim,

We are not disagreeing the A/133 otherwise known as "The Agreement" is not part of the Contract Documents. As a matter of fact A/133 paragraph 1.1 as you have pointed out below actually lists the Contract Documents, and Supplementary Conditions is listed as part of the Contract Documents.

As your email so points out in regards to retention percentage withheld, there is a conflict in the Contract Documents, (A/133 1.1). When there is a Conflict between or among the Contract Documents, Supplementary Conditions 00 800 paragraph 1.2.4 numerical order of precedence dictates which Contract Document takes precedence over other elements of The Contract Documents.

Number 4. Supplementary Conditions takes precedence over number 6. The Agreement (A/133).

Your note about "supersedes all documents", we could not find in A/133 1.1. It does state in part "The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements either written or oral."

If there were any prior negotiations, representations or agreements written or oral previous to execution of this Contract, The Contract would override those.

Retention is 5% as per Supplementary Conditions
DS

David Simonton, Vice President Operations

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201 4th Street, Suite 100 | Charleston, SC 29401

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Balfour Beatty Construction



From: Kim Brown (<mailto:kbrown@bennetthospitality.com>)

Sent: Thursday, April 26, 2018 11:52 AM

To: Simonton, David <dsimonton@balfourbeattyus.com>; Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>; James Clements <xclements@matrixse.com>; Jennifer Faulkinberry <jfaulkinberry@lbatlanta.com>; Buck Lindsay <BLindsay@lbatlanta.com>

Subject: FW: Retention - Need Immediate Response Please

Importance: High

David

Please see my notes below It is clear that the executed contract says that it supersedes all documents and it clearly says that retainage is 10%

Kim

From: Kim Brown (<mailto:kbrown@bennetthospitality.com>)

Sent: Thursday, April 26, 2018 11:46 AM

To: 'James Clements' <xclements@matrixse.com>; 'Brent McDonald' <Brent@BundyMcDonald.com>; 'Walter Bundy' <WHBundy@att.net>

Subject: RE: Retention - Need Immediate Response Please

Importance: High

It is clear in the attached executed A133 Article 1.1 That this contract supersedes all agreements. Please note that Article 7.1.7.4 that retainage is 10%

kIM

From: James Clements (<mailto:xclements@matrixse.com>)

Sent: Thursday, April 26, 2018 10:59 AM

To: Brent McDonald <Brent@BundyMcDonald.com>; Walter Bundy <WHBundy@att.net>

Cc: Kim Brown <kbrown@bennetthospitality.com>

Subject: Retention - Need Immediate Response Please

Paragraph Q on page 92 of the attached supplementary conditions of the project specification provides for 5% retention, which BBC is insisting on billing. BBC indicated these special provisions take precedence over the BBC / LA CM Agreement, which requires 10% retention.

Please advise if this is the case.

Jim Clements

C 704-905-1165

O 704-676-9996

jcllements@matrixse.com

Stanton, David

From: Stanton, David <DStanton@Balfourbeattyus.com>
Sent: Monday, March 12, 2018 2:19 PM
To: Simonton, David
Subject: FW: Bennett Hotel - initial decisions
Attachments: Section 01101 FF&E.pdf; AIA A201 Protection of materials.pdf; AIA A133 Const Contingency.pdf

David Stanton, VP/Operations

O: (704) 295-4746 | C: (704) 506-0977 | www.balfourbeattyus.com 1930 Camden Road, Suite 280, Charlotte, NC 28203

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

From: Buck Lindsay [<mailto:BLindsay@lpmatlanta.com>]
Sent: Monday, March 12, 2018 10:10 AM
To: Stanton, David <DStanton@Balfourbeattyus.com>; Kim Brown (kbrown@bennetthospitality.com) <kbrown@bennetthospitality.com>
Cc: 'James Clements' <jclements@matrixse.com>; Jennifer Faulkinberry <JFaulkinberry@lpmatlanta.com>
Subject: Bennett Hotel - initial decisions

David - the owner has asked us for Initial Decisions on a few disputed issues:

1. BBC has declined to reimburse the Owner for FFE items damaged during delivery or while in storage.

Initial Decision: Based on the provisions of Spec 01 101, para. 1.5 H, I and J, attached, BBC is responsible for FFE items, and if they are damaged while in BBC's care, they should be repaired to like new condition or replaced at BBC's expense.

2. BBC maintains that items damaged during the last hurricane which did not meet the Builder's Risk deductible, should not be charged to the Construction Contingency.

Initial Decision: Based upon the contract document AIA A133, para. 2.2.4.2, attached, the items damaged by the hurricane that were not covered by the deductible can be charged to BBC's Construction Contingency.

These decisions should be accounted for accordingly in subsequent payment documents.

Buck Lindsay, architect

WLA-209007 FIXTURES, FURNISHINGS AND EQUIPMENT 01 101-4
 (100 PERCENT PLUS) 090914

- F. Corner guards for all areas as indicated on Drawings and in the Specifications.
 - G. Depository safe for Hotel Administrative Area.
 - H. Guest safety deposit boxes for Hotel Administrative Area.
 - I. Commercial Laundry Room work table.
 - J. Guestroom, public toilet and employee toilet accessories and associated pressure treated wood blocking.
 - K. Employee Lockers.
 - L. Site Lighting.
 - M. Guestroom painted closet shelf units.
 - N. Site and Building utility system pressure testing.
 - O. All lighting listed in the Light Fixture Schedule on Drawing E601/E602, **except fixed on E160-E169 and in light fixture schedule to be Owner furnished / Contractor installed.**
 - P. Guestroom undercounter refrigerators and Managers Apartment appliances, Employee Break Room Appliances.
- 1.5 GENERAL CONDITIONS
- A. Contractor shall supply adequate lights, power and water required to facilitate installation of all Owner Furnished items.
 - B. All subcontractors working directly for the Owner shall clean up their own debris daily.
 - C. The Contractor and his subcontractors shall not use the finished counter tops as work benches. The Contractor shall be responsible for, and repair damage to, all finish surfaces prior to date of final completion.
 - D. Coordinate installation of all Owner furnished/Owner installed fixtures, furnishings and equipment with the work of all other trades to allow sufficient continuity of the work and avoid all unnecessary schedule interruptions.
 - E. Contractor shall provide three (3) standard 40' long storage containers for storing the Owner's FF&E items during the final ninety (90) days of the project prior to opening.
 - F. Contractor shall produce FF&E Delivery Schedule which will be basis for procurement within 60 days of execution of the Agreement between the Owner and the Contractor.
 - G. Contractor shall be responsible for all Schedule changes and deliveries after initial FF&E Delivery Schedule is submitted to Owner and Purchasing Company.
 - H. Contractor shall be responsible for all delivery and installation coordination.
 - I. Contractor shall be responsible for recording and tracking all deliveries and filing claims for damages or missing items. Owner and Procurement Company shall be copied on all delivery logs on a weekly basis.
 - J. Contractor shall be responsible for protection of FF&E from delivery date through Substantial Completion.
 - K. Contractor shall be responsible for all charges related to additional storage fees from vendors and/or remote storage fee required due to untimely submittal of Specifications in accordance with the requirements of the FF&E.
 - L. Contractor shall be responsible for contacting Subcontractors to coordinate deliveries.

period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

1. liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
2. failure of the Work to comply with the requirements of the Contract Documents; or
3. terms of special warranties required by the Contract Documents.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment

§ 9.10.6 Upon Final Completion, Contractor shall deliver all building certificates required prior to occupancy, mechanical, electrical and plumbing final inspections, all other required approvals by city, county and state governments, or other authority having jurisdiction, and removal of all rubbish, tools, scaffolding and surplus materials and equipment from the Project Site, and delivery of Final Affidavit

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract

§ 10.2 SAFETY OF PERSONS AND PROPERTY

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

1. employees on the Work and other persons who may be affected thereby;
2. the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
3. other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss. In the event that review, inspection or other action by regulatory agencies or other parties results in the imposition of fines, fees, or other costs due to the failure of the Contractor to comply with said applicable laws, ordinances, rules, regulations and lawful orders, the Contractor shall hold harmless the Owner and Owner's separate contractors, if any, from all results of the Contractor's noncompliance.

Init.

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39

Owner approval, at no additional cost to the Owner. The Construction Manager shall provide a complete list of clarifications and assumptions made to create each estimate and the GMP.

§ 2.2.2 To the extent that the Drawings and Specifications are anticipated to require further development by the Architect, the Construction Manager shall provide in the Guaranteed Maximum Price for such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

§ 2.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

1. A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract.
2. A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 2.2.2, to supplement the information provided by the Owner and contained in the Drawings and Specifications;
3. A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, allowances, contingency, and the Construction Manager's Fee;
4. The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based
5. A date no less than 60-days from the Construction Manager's written statement by which the Owner must accept the Guaranteed Maximum Price.

§ 2.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a construction contingency, if necessary, as follows:

§ 2.2.4.1 Preconstruction/Estimating contingency, equal to 5% at the time of schematic design, depending on the completeness of the schematic design documents. This shall be reduced to approximately 3% at the completion of Design Development documents. When documents are 100% complete Construction Documents (or earlier if the Owner elects to go to the GMP prior to 100% completion of Construction Documents), the Preconstruction/Estimating Contingency shall be reduced to 0% and 100% of all remaining and unused Preconstruction/Estimating Contingency shall then be returned to the Owner.

§ 2.2.4.2 The Construction Contingency shall not exceed 2.25% of the total Cost of the Work. The Construction Manager shall accurately record the expenditure of all Contingency funds and shall report the same to the Owner on a monthly basis. The Contingency shall be identified and drawn for within the Construction Manager's Applications for Payment. This Construction Contingency is included to provide funds for unanticipated costs resulting from: (a) efforts to maintain the schedule due to unanticipated conditions other than those defined by Section 4.3.4 of the A201 as amended for this Project; (b) measures required in the event of subcontractor/vendor financial default or insolvency to the extent not recoverable from the subcontractor or its bonds or insurance; (c) deductibles/penalties for Builder's Risk insurance or other insurance claims to which a deductible applies; or (d) buyout of scope items found not originally included in subcontractor/vendor bid packages. The Construction Manager will use no part of this Contingency without first submitting to the Owner a request and justification for its use and receiving the Owner's approval. This approval shall not be unreasonably withheld and shall be given whenever consistent with uses of the Contingency described in this Section 2.2.3.2.

§ 2.2.4.3 In no event shall the Construction Manager use Contingency funds to compensate Construction Manager for: (1) costs incurred as a result of the Construction Manager's breach of this Agreement or delays for which the Contractor is responsible pursuant to Article 8 of the A201, as amended for this Project; (2) correction of the Work that is not a reimbursable cost under Article 6 of this Agreement; (3) work performed pursuant to Construction Manager's warranty obligations; or (4) costs incurred in connection with any dispute with the Owner or subcontractors relating to the Work.

§ 2.2.4.4 Project will have a Contingency and Shared Savings split of 75% to the Owner and 25% to the Construction Manager of any unused funds. The unused balance of the Construction Contingency shall be returned to the Owner no later than substantial completion of the Project. This Contingency may be further reduced at other times during the

IntL

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(1932217208)

Jennifer Faulkinberry

From: Jennifer Faulkinberry <JFaulkinberry@lfbatlanta.com>
Sent: Wednesday, December 12, 2018 5:27 PM
To: Simonston, David
Cc: Stancovic, Nicholas; Spanio, Tim; James Clements; Kim Brown (kbrown@bennethospitality.com); Buck Lindsay
Subject: Guestroom Shower Door and Panel Caulking
Attachments: Marion Square Punch Model Rooms- WLA comments 4-24-18.xls; IMG_4691.jpg

David,

According to your last response to the markup and punch (below and attached) the sides and bottom of the fixed glass shower panel is supposed to be caulked. Apparently this has not been done. Please proceed immediately with caulking these edges in all rooms using clear silicone caulk.

Room	Location	Location in Room	Notes	Scope	Comments
101-102	Guest Room	Shower Area	caulk fixed panel to surround - end to end where it meets shower base	Shower Base	Change in Scope: Fixed CGC
101-102	Guest Room	Shower Area	caulk fixed panel to surround - top to bottom where it meets wall	Shower Base	Change in Scope: Fixed CGC

Thank you,

Jennifer G. Faulkinberry

Winford Lindsay Architect

344 West Pike Street, Room 770.667.8888

Lawrenceville, GA 30046, 770.667.8887

cell 770.241.2473

Marion Square - Charleston, SC					
2/1/2018 SC			Rm 309 & Rm 311 Initial Guestroom Inspection		
Room #	Location	Item	Work To Be Completed	Trade	BBC Comment
309	Bathroom	Towel Bar	at soaking tub - loose on wall	Accessories	Warco
309	Bathroom	TP Holder	loose	Accessories	Warco
309	Bathroom	Vanity Backsplash	caulk back edge of vanity backsplash to wall	Caulk	Change in Scope, Need CCD
309	Bathroom	Vanity Sidesplash	caulk back edge of vanity sidesplash to wall	Caulk	Change in Scope, Need CCD
309	Bathroom	Vanity Cabinet	caulk bottom of cabinet to floor	Caulk	Change in Scope, Need CCD
309	Bathroom	Vanity Backsplash	caulk gap where backsplash and sidesplash meet in right corner	Caulk	WSI
309	Bathroom	Shower Surround/Tile	caulk top of all walls to edge of ceiling through out shower	Caulk	Change in Scope, Need CCD
309	Bathroom	Viny. Wall Covering	caulk where top edge of viny. meets edge of ceiling thru out bathroom	Caulk	Change in Scope, Need CCD
309	Bedroom	Crown Moulding	caulk gap shows where crown meets tv pane	Caulk	Change in Scope, Need CCD
309	Bedroom	Glass Front Cabinet	caulk gap shows where side of cabinet meets tv wall	Caulk	Change in Scope, Need CCD
309	Closet	Base	caulk bottom of base to floor thru out closet	Caulk	Change in Scope, Need CCD
309	Closet	Frame	caulk bottom of frame to floor	Caulk	Change in Scope, Need CCD
309	Entry	Base	caulk bottom of base to floor thru out entry	Caulk	Change in Scope, Need CCD
309	Entry Door	Frame-Exterior/Interior	caulk both sides/top to bottom and top of frame/end to end to wall	Caulk	Ment
309	Entry Door	Frame - Interior	caulk bottom of frame to floor	Caulk	Change in Scope, Need CCD
309	Bathroom	Soaking Tub	rust spots show	Cleaning	Cleaner
309	Bathroom	Glass Door	commode door - handle loose	Door	1st Choice Glass
309	Bedroom	Barn Door	not installed	Door	Cook and Boardman - Owner Delayed Release
309	Bedroom	Balcony Door	seal is ripped	Door	1st Choice Glass
309	Entry Door	Sweep	drop down sweep in construction mode - contractor to drop for final inspection	Door	These are not drop down sweeps, doors need to be cust, owner Change Order
309	Entry Door	Frame	dust cover not installed under strike plate	Door	Change in Scope, Need CCD
309	Bathroom	Vanity Mirror Lights	both lights - not secure - they tip from side to side	Electric	Light Manufacturer / Owner / DCI coordinating new fixture or repairs
309	Closet	Ceiling Light Switch	located on frame - top left - paint peeling off faceplate - replace faceplate	Electric	Ment - per punch walk it was decided none of these plates will be painted moving forward
309	Bathroom	Vanity Mirror	moves on wall - not secure at bottom	FF&E	Vanity Mirror being replaced by owner

Marion Square - Charleston, SC					
Rm 309 & Rm 311 Initial Guestroom Inspection					
Room #	Location	Item	Work To Be Completed	Trade	BBC Comment
309	Bathroom	Vanity Cabinet	Trim at bottom of cabinet - not installed	FF&E	Owner Delay. Wrong trim shipped
309	Bathroom	Vanity Cabinet	Trim piece where cabinet meets wall - not installed	FF&E	Owner Delay. Wrong trim shipped
309	Bedroom	Glass Front Cabinet	both cabinets - glass door knobs not installed	FF&E	Westley
309	Entry	Wall/A-tique Mirror	bottom of mirror is not secured to the wall	FF&E	Westley
309	Bedroom	Sprinkler Heads/Covers	flange s not flush to the wall	Fire	PASCO
309	Bathroom	Wood Moulding	caulk all gaps and seams as marked - touchup as needed	Painting	Merit
309	Bathroom	Pocket Door Frame	caulk bottom of frame to floor	Painting	Change in Scope, Need CCD
309	Bathroom	Ceiling Vent	clean paint off vent	Painting	Merit
309	Bathroom	Pocket Door Frame	raw wood shows at top/inside of frame	Painting	Merit
309	Bathroom	Ceiling	rough area at sprinklerhead cover - repaint as needed after Sheetrock work	Painting	PWI / Merit
309	Bathroom	Pocket Doors	sand & paint - top and bottom of door	Painting	Merit
309	Bathroom	Ceiling	touchup as marked	Painting	Merit
309	Bathroom	Pocket Doors	touchup as marked	Painting	Merit
309	Bathroom	Pocket Door Frame	touchup as marked	Painting	Merit
309	Bedroom	Base	caulk all gaps and seams as marked - touchup as needed	Painting	Merit
309	Bedroom	Crown Moulding	caulk all gaps and seams as marked - touchup as needed	Painting	Merit
309	Bedroom	Base	caulk top of base at gaps/holes as marked - touchup as needed	Painting	Merit
309	Bedroom	Door Frame	touchup as marked	Painting	Merit
309	Bedroom	Crown Moulding	caulk top of base at gaps/holes as marked - touchup as needed	Painting	Merit
309	Bedroom	Ceilings	flashing shows thru out ceiling - paint as needed after Sheetrock work	Painting	Level 4 finish at ceiling. Flashing will be noticable with certain light and these ceilings meet L4 finish
309	Bedroom	Ceilings	small dent in ceiling - near bookcase at tv wall - repaint as needed after Sheetrock wk	Painting	PWI / Merit
309	Closet	Base	caulk top of base at gaps/holes - as marked - touchup as needed	Painting	Merit
309	Closet	Access Panel	clean paint off panel	Painting	Merit
309	Closet	Walls	touchup as marked	Painting	Merit
309	Closet	Door Frame	touchup as marked	Painting	Merit
309	Entry	Crown Moulding	caulk all gaps and seams as marked - touchup as needed	Painting	Merit

Marion Square - Charleston, SC					
2/1/2018 SC			Rm 309 & Rm 311 Initial Guestroom Inspection		
Room #	Location	Item	Work To Be Completed	Trade	BBC Comment
309	Entry	Base	caulk top of base at gaps holes - as marked - touchup as needed	Painting	Ment
309	Entry	Crown Moulding	caulk top of base at gaps holes as marked - touchup as needed	Painting	Ment
309	Entry	Ceiling	touchup as marked	Painting	Ment
309	Entry	Walls	touchup as marked	Painting	Ment
309	Entry Door	Door	sand & paint - top and bottom of door	Painting	Ment
309	Entry Door	Frame-Exterior/Interior	touchup as marked	Painting	Ment
309	Entry Door	Door-Exterior/Interior	touchup as marked	Painting	Ment
309	Bathroom	Shower Fixtures	caulk all fixtures and flanges to shower surround	Plumbing	WSI
309	Bathroom	Vanity Cabinet	gaps show at back wall - at drain pipe - install cushion to cover	Plumbing	BMCC
309	Bathroom	Soaking Tub	recaulk bottom of tub to floor at gaps	Plumbing	WSI
309	Bathroom	Shower Hot Water Test	system not balanced for temperature testing	Plumbing	BMCC
309	Bathroom	Vanity Hot Water Test	system not balanced for temperature testing	Plumbing	BMCC
309	Bathroom	Ceiling	rough area at sprinklerhead cover	Sheetrock	PWI / Ment
309	Bedroom	Ceilings	flashing shows thru out ceiling	Sheetrock	This is due to level 4 finish, PWI does not agree to repair
309	Bedroom	Ceilings	small dent in ceiling - near bookcase at tv wall	Sheetrock	PWI / Ment
309	Closet	Ceilings	touchup as marked	Sheetrock	PWI / Ment
309	Bathroom	Shower Doors	caulk fixed panel to surround - end to end where it meets shower floor	Shower Door	Change in Scope, Need CCD
309	Bathroom	Shower Doors	caulk fixed panel to surround - top to bottom where it meets wall	Shower Door	Change in Scope, Need CCD
309	Bathroom	Shower Doors	handles are loose on door	Shower Door	1st Choice Glass
309	Bathroom	Tile Walls	bathroom side- entrance to shower/curb - right side - regrout for neater appearance	Tile	David Allen
309	Bathroom	Shower Drain	drain is discolored - clean or replace	Tile	David Allen
309	Bathroom	Shower Niche	grout all gaps and holes as marked	Tile	David Allen
309	Bathroom	Shower Floor	grout all gaps and holes as marked	Tile	David Allen
309	Bathroom	Shower Surround/Tile	grout all gaps and holes as marked	Tile	David Allen
309	Bathroom	Tile Base	grout all gaps and holes as marked	Tile	David Allen
309	Bathroom	Tile Floor	grout all gaps and holes as marked	Tile	David Allen
309	Bathroom	Tile Base	grout missing from tiles between soaking tub and barn	Tile	David Allen
309	Bathroom	Shower Floor	door curb	Tile	David Allen
309	Bathroom	Shower Floor	high edged tiles are marked	Tile	David Allen
309	Bathroom	Shower Drain	not level with tile floor	Tile	David Allen
309	Bathroom	Tile Walls	tile header on shower stall does not line up with commode tile header	Tile	David Allen

Marion Square - Charleston, 2/1/2018 SC					
Rm 309 & Rm 311 Initial Guestroom Inspection					
Room #	Location	Item	Work To Be Completed	Trade	BBC Comment
309	Bathroom	Tile Walls	where top of tile wall meets bottom of crown molding - not in flush line - as marked	Tile	David Allen - Caulking
309	Bedroom	Vinyl Wall Covering	clean all paint coverage and spots from vinyl - as marked	Wall Vinyl	Mont
309	Bathroom	Vinyl Wall Covering	sealure all seams and gaps in corners and walls - as marked	Wall Vinyl	Mont
309	Bathroom	Vinyl Wall Covering	sealure bottom of all vinyl walls to top of tile base	Wall Vinyl	Mont

Marion Square - Charleston, 2/1/2018 SC Rm 309 & Rm 311 Initial Guestroom Inspection					
Room #	Location	Item	Work To Be Completed	Trade	BBC Comment
311	Bathroom	Robe Hook	loose	Accessories	Warco
311	Bedroom	Carpet	headboard wall - right end - gap where carpet meets base	Carpet	Flooring Services
311	Bedroom	Carpet	where carpet meets metal transition strip at bedroom doorway - tighten	Carpet	Flooring Services
311	Bathroom	Vanity Backsplash	caulk back edge of vanity backsplash to wall	Caulk	WSI
311	Bathroom	Vanity Sidesplash	caulk back edge of vanity sidesplash to wall	Caulk	WSI
311	Bathroom	Vanity Cabinet	caulk bottom of cabinet to floor	Caulk	Change in Scope, Need CCD
311	Bathroom	Vanity Backsplash	caulk gap where backsplash and sidesplash meet in right corner	Caulk	WSI
311	Bathroom	Shower Surround/Tile	caulk top of all walls to edge of ceiling through out shower	Caulk	Change in Scope, Need CCD
311	Bathroom	Vinyl Wall Covering	caulk where top edge of vinyl meets edge of ceiling thru out bathroom	Caulk	Ment
311	Bathroom	Pocket Door Frame	caulk bottom of frame to floor	Caulk	Change in Scope, Need CCD
311	Bedroom	Glass Front Cabinet	caulk gap shows where side of cabinet meets headboard wall	Caulk	Change in Scope, Need CCD
311	Bedroom	Glass Front Cabinet	caulk gap shows where side of cabinet meets tv wall	Caulk	Change in Scope, Need CCD
311	Closet	Base	caulk bottom of base to floor thru out closet	Caulk	Change in Scope, Need CCD
311	Closet	Frame	caulk bottom of frame to floor	Caulk	Change in Scope, Need CCD
311	Entry	Base	caulk bottom of base to floor thru out entry	Caulk	Change in Scope, Need CCD
311	Entry Door	Frame-Exterior/Interior	caulk both sides/top to bottom and top of frame/end to end to wall	Caulk	Ment
311	Entry Door	Frame - Interior	caulk bottom of frame to floor	Caulk	Change in Scope, Need CCD
311	Bathroom	Glass Door	commode door - handle loose	Door	1st Choice Glass
311	Bathroom	Pocket Doors	doors not opening/closing properly - doors rub in frame	Door	Cook and Boardman / LCCM
311	Bathroom	Pocket Door Handles	not operating properly - handles not retracting - hardware is recessed in door	Door	Need to review further - believe this is the same issue as above
311	Bedroom	Barn Door	not installed	Door	Cook and Boardman
311	Entry Door	Sweep	drop down sweep in construction mode - contractor to drop for final inspection	Door	These are not drop down sweeps, doors need to be cut, owner Change Order
311	Entry Door	Frame	dust cover not installed under strike plate	Door	Change in Scope, Need CCD
311	Bathroom	Vanity Mirror Lights	both lights - not secure - they tip from side to side	Electric	Watson
311	Closet	Ceiling Light Switch	located on frame - top left - paint peeling off faceplate - replace faceplate	Electric	Ment - per punch walk it was decided none of these plates will be painted moving forward

Marion Square - Charleston, 2/1/2018 SC Rm 309 & Rm 311 Initial Guestroom Inspection					
Room #	Location	Item	Work To Be Completed	Trade	BBC Comment
311	Bathroom	Vanity Mirror	moves on wall - not secure at bottom	FF&E	Lght Manufacturer / Owner / DCI coordinating new fixture or repairs
311	Bathroom	Vanity Cabinet	trim at bottom of cabinet - not installed	FF&E	Westley (BF shipped incorrect profile)
311	Bedroom	Glass Front Cabinet	both cabinets - glass door knobs not installed	FF&E	Westley
311	Entry	Wall Antique Mirror	bottom of mirror is not secured to the wall	FF&E	Lght Manufacturer / Owner / DCI coordinating new fixture or repairs
311	Bedroom	Sprinkler Heads/Covers	flange is not flush to the wall	Fire	PASCO
311	Bathroom	Wood Moulding	caulk all gaps and seams as marked - touchup as needed	Painting	Merit
311	Bathroom	Ceiling	gap shows at edge of can light flange over vanity - touchup as needed after Sherrock	Painting	PWI / Merit
311	Bathroom	Pocket Door Frame	raw wood shows at top inside of frame	Painting	Merit
311	Bathroom	Pocket Doors	sand & paint - top and bottom of door	Painting	Merit
311	Bathroom	Ceiling	touchup as marked	Painting	Merit
311	Bathroom	Pocket Doors	touchup as marked	Painting	Merit
311	Bathroom	Pocket Door Frame	touchup as marked	Painting	Merit
311	Bedroom	Door/Frame	touchup as marked	Painting	Merit
311	Bedroom	Base	caulk all gaps and seams as marked - touchup as needed	Painting	Merit
311	Bedroom	Crown Moulding	caulk all gaps and seams as marked - touchup as needed	Painting	Merit
311	Bedroom	Base	caulk top of base at gaps/holes as marked - touchup as needed	Painting	Merit
311	Bedroom	Crown Moulding	caulk top of base at gaps/holes as marked - touchup as needed	Painting	Merit
311	Closet	Door/Frame	touchup as marked	Painting	Merit
311	Closet	Base	caulk top of base at gaps/holes - as marked - touchup as needed	Painting	Merit
311	Closet	Walls	touchup as marked	Painting	Merit
311	Closet	Ceilings	touchup as marked	Painting	Merit
311	Entry	Crown Moulding	caulk all gaps and seams as marked - touchup as needed	Painting	Merit
311	Entry	Base	caulk top of base at gaps/holes - as marked - touchup as needed	Painting	Merit
311	Entry	Crown Moulding	caulk top of base at gaps/holes as marked - touchup as needed	Painting	Merit
311	Entry	Ceiling	touchup as marked	Painting	Merit
311	Entry	Walls	touchup as marked	Painting	Merit
311	Entry Door	Door	sand & paint - top and bottom of door	Painting	Merit
311	Entry Door	Frame-Exterior/Interior	touchup as marked	Painting	Merit

Marion Square - Charleston, SC 2/1/2018 SC Rm 309 & Rm 311 Initial Guestroom Inspection					
Room #	Location	Item	Work To Be Completed	Trade	BBC Comment
311	Entry Door	Door-Exterior/Interior	touchup as marked	Painting	Merit
311	Bathroom	Shower Fixtures	caulk all fixtures and flanges to shower surround	Plumbing	WSI
311	Bathroom	Soaking Tub	caulk bottom of tub to floor - all sides	Plumbing	WSI
311	Bathroom	Vanity Cabinet	gaps show at back wall - at drain pipe - install excushion to cover	Plumbing	BMCC
311	Bathroom	Vanity Faucet Fixtures	hot/cold handles are not level when off	Plumbing	BMCC
311	Bathroom	Soaking Tub Fixtures	not installed	Plumbing	BMCC
311	Bathroom	Shower Hot Water Test	system not balanced for temperature testing	Plumbing	BMCC
311	Bathroom	Vanity Hot Water Test	system not balanced for temperature testing	Plumbing	BMCC
311	Bathroom	Ceiling	gap shows at edge of can light flange over vanity	Sheetrock	PWT / Merit
311	Bathroom	Shower Doors	caulk fixed panel to surround - end to end where it meets shower floor	Shower Door	Change in Scope, Need CCD
311	Bathroom	Shower Doors	caulk fixed panel to surround - top to bottom where it meets wall	Shower Door	Change in Scope, Need CCD
311	Bathroom	Shower Doors	fixed panel - large gap where fixed panel meets tile surround	Shower Door	1st Choice Glass
311	Bathroom	Shower Doors	handles are loose on door	Shower Door	1st Choice Glass
311	Bathroom	Shower Drain	drain is discolored - clean or replace	Tile	DAC
311	Bathroom	Shower Niche	grout all gaps and holes as marked	Tile	DAC
311	Bathroom	Shower Floor	grout all gaps and holes as marked	Tile	DAC
311	Bathroom	Shower Surround/Tile	grout all gaps and holes as marked	Tile	DAC
311	Bathroom	Tile Base	grout all gaps and holes as marked	Tile	DAC
311	Bathroom	Tile Floor	grout all gaps and holes as marked	Tile	DAC
311	Bathroom	Shower Drain	not level with tile floor	Tile	DAC
311	Bathroom	Tile Walls	where top of tile wall meets bottom of crown molding - not a flush line - as marked	Tile	DAC
311	Bathroom	Vinyl Wall Covering	clean all paint overage and spots from vinyl - as marked	Wall Vinyl	Merit
311	Bathroom	Vinyl Wall Covering	secure all seams and gaps in corners and walls - as marked	Wall Vinyl	Merit
311	Bathroom	Vinyl Wall Covering	secure bottom of all vinyl walls to top of tile base	Wall Vinyl	Merit

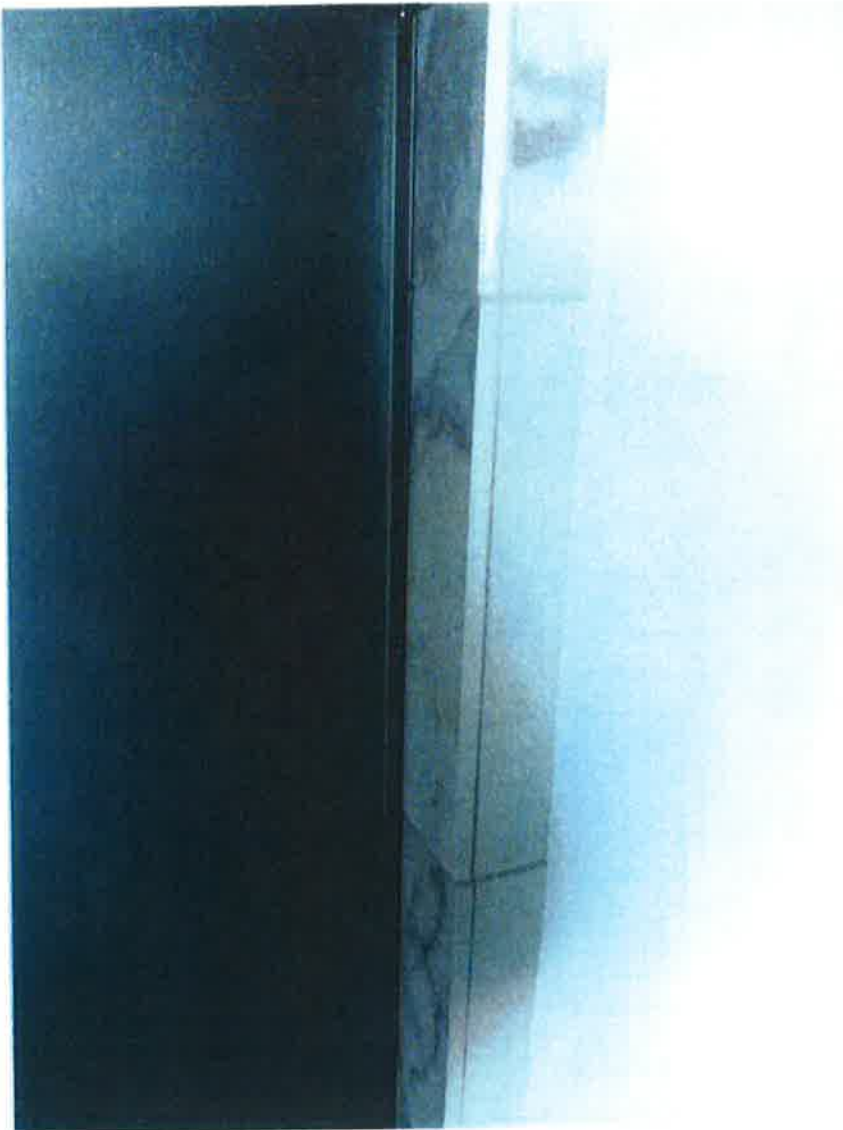
WLA Comment
Covered in 06400-3.5-J.4
Covered in 06400-3.5-J.4
Agreed
Covered in 07000-2.1A. We consider this part of the "shower surround"
Agreed
Agreed
Agreed
Agreed
If gap is excessive and unsightly due to substandard installation, caulk should be included
Agreed
If gap is excessive and unsightly due to substandard installation, caulk should be included
OK, but don't see why this is an Owner CO ?? Sounds like poor coordination.
Agreed

WLA Comment
If gap is excessive and unsightly due to substandard installation, caulk should be included
Agreed, will not be visible with window treatments

WLA Comment

WLA Comment
Agreed
Covered in 07900-2.1A. We consider this part of the "shower surround"
Agreed
Agreed
Agreed
Agreed
Agreed
If gap is excessive and unsightly due to substandard installation, caulk should be included
OK, but don't see why this is an Owner CO ?? Sounds like poor coordination.
Agreed

[illegible]



Simonton, David

From: Simonton, David
Sent: Monday, March 19, 2018 5:31 PM
To: 'James Clements'; Buck Lindsay
Cc: Kim Brown; Starcevic, Nicholas; Jennifer Faulkinberry; Bill Bundy; David Stanton (DStanton@Balfourbeattyus.com)
Subject: RE: Bennett Hotel - initial decisions
Attachments: Bennett Hotel-BBC Response to Architect Initial Decision of 3-12-18.pdf

Jim and Buck,
Please find Balfour Beatty's response to Buck's email dated March 12, 2018.
Any questions please call.

David Simonton, Vice President Operations
C: (512) 391-9273 | www.balfourbeattyus.com
306 Meeting Street, Suite 300, Charleston, SC. 29401

Facebook | Twitter | LinkedIn

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

From: James Clements [mailto:jclements@matrixse.com]
Sent: Monday, March 12, 2018 10:28 AM
To: Buck Lindsay <BLindsay@lpbatlanta.com>
Cc: Kim Brown <kbrown@bennetthospitality.com>; Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>; Jennifer Faulkinberry <JFaulkinberry@lpbatlanta.com>; Simonton, David <dsimonton@balfourbeattyus.com>; Bill Bundy <bundyw@bellsouth.net>
Subject: FW: Bennett Hotel - initial decisions

Thank you, Buck. Stanton is no longer on the project. David Simonton is in charge and I have copied him.

Jim Clements
C 704-905-1165
O 704-676-9996
jclements@matrixse.com

On 3/12/18, 10:08 AM, "Buck Lindsay" <BLindsay@lpbatlanta.com> wrote:

David - the owner has asked us for Initial Decisions on a few disputed issues:

1. BBC has declined to reimburse the Owner for FFE items damaged during delivery or while in storage.
Initial Decision: Based on the provisions of Spec 01 101, para. 1.5 H, I and J, attached, BBC is responsible for FFE items, and if they are damaged while in BBC's care, they should be repaired to like new condition or replaced at BBC's expense.
2. BBC maintains that items damaged during the last hurricane which did not meet the Builder's Risk deductible, should not be charged to the Construction Contingency.
Initial Decision: Based upon the contract document AIA A133, para. 2.2.4.2, attached, the items damaged by the hurricane that were not covered by the deductible can be charged to BBC's Construction Contingency.

These decisions should be accounted for accordingly in subsequent payment documents.

Buck Lindsay, architect

James Clements

From: James Clements <jclements@matrixse.com>
Sent: Tuesday, October 9, 2018 1:04 PM
To: Simonton, David
Cc: 'Buck Lindsay'; 'Jennifer Faulkinberry'; Bill Richardson; Spano, Tim; Starcevic, Nicholas; Kim Brown; Marty Wall (mwall@bennethospitality.com); rquinlan@hotelbennett.com
Subject: RE: 209007 - Bennett Hotel - Initial Decision: Control4 /Watson Response DRAFT

David

Following up on BBC's schedule to complete the referenced work.

Please also advise the completion status for the light fixture relocations in the concierge lounge.

Jim Clements
Matrix Program Management Services, LLC

O. 704-676-9996
C. 704-905-1165
Jclements@matrixse.com

From: James Clements
Sent: Friday, September 28, 2018 7:58 AM
To: Dave Simonton (dsimonton@balfourbeattyus.com) <dsimonton@balfourbeattyus.com>; Tim Spano (timspano@balfourbeattyus.com) <timspano@balfourbeattyus.com>; NStarcevic@Balfourbeattyus.com
Cc: 'Buck Lindsay' <BLindsay@lpbatlanta.com>; 'Jennifer Faulkinberry' <JFaulkinberry@lpbatlanta.com>; Bill Richardson <BRichardson@lpbatlanta.com>; Kim Brown <kbrown@bennethospitality.com>; 'Brent McDonald (Brent@BundyMcDonald.com)' <Brent@BundyMcDonald.com>; Marty Wall (mwall@bennethospitality.com) <mwall@bennethospitality.com>; rquinlan@hotelbennett.com; Whbundy <whbundy@att.net>
Subject: FW: 209007 - Bennett Hotel - Initial Decision: Control4 /Watson Response DRAFT

BBC

Pls find the trailing email and ruling from WLA re the above referenced subject.

Pls consider this communication BBC's formal notice to cure the deficiency as described

Time is of The Essence

Jim Clements
Matrix Program Management Company, LLC
C. 704.905.1165
T. 704.676.9996
jclements@matrixse.com

From: Buck Lindsay <BLindsay@lpbatlanta.com>
Sent: Thursday, September 27, 2018 1:41 PM

To: James Clements <jclements@matrixse.com>
Cc: Jennifer Faulkinberry <jfaulkinberry@lphatlanta.com>; Bill Richardson <BRichardson@lphatlanta.com>
Subject: FW: 209007 - Bennett Hotel - Initial Decision: Control4 /Watson Response DRAFT

Jim

Regarding the dispute about the need or not for a neutral wire in the guest room circuitry for this hotel:

The wiring illustrations for the guest room circuitry shown on the plans shows functional intent. The actual wiring used is up to the contractor, based on current electrical code, except that we required copper wire.

The plans show that 2011 NEC is the electrical code in force for the project. It, for the first time, brought a requirement for a grounded conductor (neutral wire) to be provided in all circuits, at paragraph 404.2 (C) – for switches and plugs. This is a project requirement and should have been complied with by the contractor. The contractor has confirmed that the neutral conductor was not installed at the light switches

There are two exceptions in 404.2 (C) that allows the neutral wire to be omitted, if the wiring installation meets those requirements, both of which call for an easy path to install a neutral wire to the circuits missing the neutral wire in the future. The contractor is claiming access to this exception. We disagree, in that to fish the neutral wires from wall devices to nearby grounded devices, through finished, insulated partitions, would be practically impossible. Exceptions do not apply in this case, and the contractor has not met the above-mentioned code requirement.

Buck Lindsay, architect
Bill Richardson, P.E.

Simonton, David

From: Simonton, David </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=2F903F367FFD41C186FD0968E93C6181-DAVID SIMON>

Sent: Saturday, February 9, 2019 9:23 PM

To: James Clements; Jennifer Faulkinberry; Starcevic, Nicholas

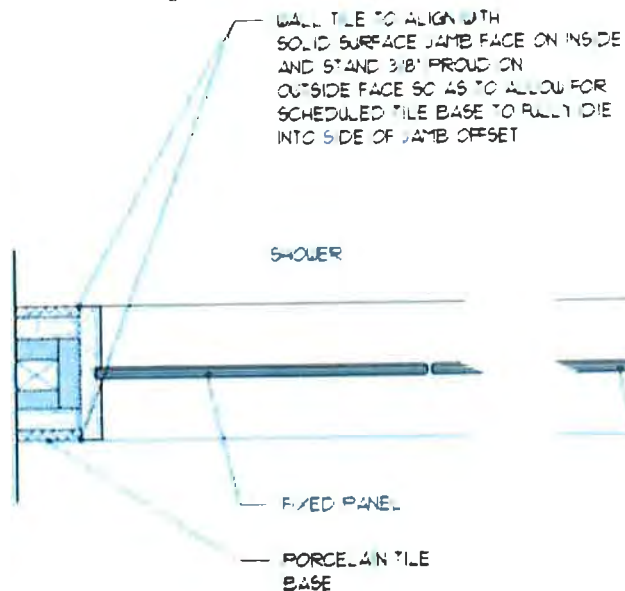
Cc: Buck Lindsay; Marty Wall (mwall@bennetthospitality.com); rquinlan@hotelbennett.com; Paul Cherrett; Spano, Tim; Kim Brown; Ryan Ledford (RLedford@Balfourbeattyus.com); Shanti Pieniak (SPieniak@Balfourbeattyus.com)

Subject: RE: Guestroom Shower Door and Panel Caulking-BBC Reply 2-9-19

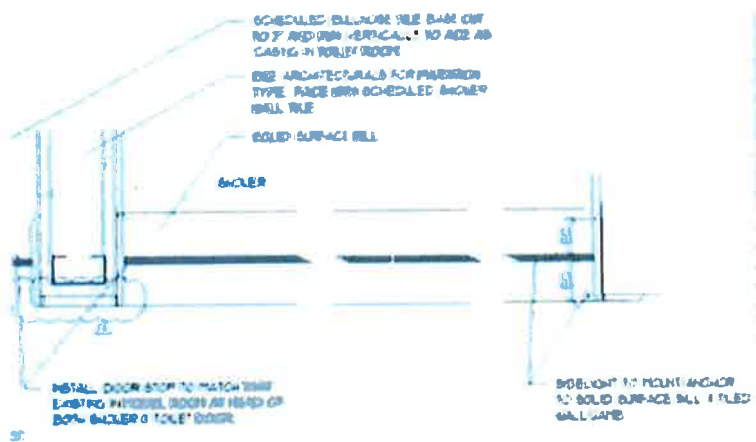
Jim,

The Architects initial decision in regards to the fixed glass panel being a surround does not align with the contract documents, which were ever changing in regards to the fixed "Shower" glass panel. Furthermore, your paragraphs below does not support the decision, as not all the contract documents were taken in to consideration when the Architect made their initial decision.. The Architect/Designer who actually detailed the shower door fixed panel on their drawings should have been consulted, or either of you who determined it was a Balfour Beatty issue actually review the details, instead, you again use the Contract to benefit the Owner and not the Contractor, especially in this changed condition.

MR-11 Detail 3 at the Shower prior to Model Room Revision 8 indicated the fixed panel was to Niche into the solid surface jamb, and no caulk would have been required at the "Shower". Which if it were caulked would be a future maintenance issue using caulk in the shower.



MR 03A Detail 6 Revision 8 (Note Detail 3 on MR 11 was removed in Revision 6) where we assume the solid surface was removed and Bull Nose tile was added, the niche was removed when the solid surface was removed, and it now indicates the glass panel to abut tile, and caulk is not indicated to replace the previous niche.



Jim, the condition installed is per the current changed contract drawings, and we will not be doing any further work in regards to the fixed panel and demand for caulking.

ds

David Simonton

VP Operations | Balfour Beatty

O: 512-393-9773 | C: 512-393-9773

dsimonton@balfourbeattyus.com www.balfourbeattyus.com

306 Manning Street, Suite 100, Charleston, SC 29403

Balfour Beatty

From: James Clements [mailto:jcllements@matrixse.com]
Sent: Saturday, February 9, 2019 8:24 AM
To: Jennifer Faulkinberry <JFaulkinberry@lpbatlanta.com>; Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>
Cc: Buck Lindsay <BLindsay@lpbatlanta.com>; Marty Wall [mwall@bennetthospitality.com]
 <mwall@bennetthospitality.com>; Simonton, David <dsimonton@balfourbeattyus.com>;
 rquinlan@hotelbennett.com; Paul Cherrett <pcherrett@hotelbennett.com>; Spano, Tim
 <timsSpano@Balfourbeattyus.com>; Kim Brown <kbrown@bennetthospitality.com>
Subject: Re: Guestroom Shower Door and Panel Caulking

Nick

Please review the following:

3.4.1- "shall provide and pay for...materials...necessary for proper execution and completion of the work"

4.3.1.4- shall proceed with the work regardless of disputes.

Hopefully your review of these excerpts from the 201 and BBC's obligation therein is sufficient to permit this matter to move forward immediately.

Jim Clements

Matrix Program Management Services, LLC
704.905.1165
www.matrixse.com

Sent from my iPad

On Feb 7, 2019, at 6:48 AM, James Clements <jclements@matrixse.com> wrote:

Nick

What's the next step? Is BBC going to abide by the decision of the AOR and follow the contract?

Jim Clements
Matrix Program Management Services, LLC
C. 704-905-1165
jclements@matrixse.com

From: Jennifer Faulkinberry <jfaulkinberry@lbatlanta.com>
Sent: Tuesday, February 5, 2019 2:00 PM
To: Starcevic, Nicholas <NStarcevic@balfourbeattyus.com>
Cc: Buck Lindsay <BLindsay@lbatlanta.com>; Marty Wall <mwall@bennetthospitality.com>;
<mwall@bennetthospitality.com>; Simonton, David <dsimonton@balfourbeattyus.com>;
rquinlan@hotelbennett.com; Paul Cherrett <pcherrett@hotelbennett.com>; Spano, Tim
<tmspano@balfourbeattyus.com>; Kim Brown <kbrown@bennetthospitality.com>; James Clements
<jclements@matrixse.com>
Subject: RE: Guestroom Shower Door and Panel Caulking

Nick,

I stand by my decision.

- A. I believe it is a "shower surround"
- B. Silicone caulk is the norm in up to 3/16" gaps where plastic strips do not fit or are not desired. CRL has several details that call for silicone between glass and wall. Installation instructions can be found in last pdf. Tape and tool are used to ensure a clean application. No "support" of the silicone is required.
- C. The comment to caulk the glass to wall was on the mockup punch all along.

<image001.png>

Please proceed with this work using the attached CRL instructions as a guide.

Jennifer G. Faulkinberry
Winford Lindsay Architect

344 West Pike Street direct 770.407.5786
Lawrenceville, GA 30046 fax 770.407.5817
www.jenniferfaulkinberry.com cell 770.241.2473

From: James Clements <jcllements@matrixse.com>
Sent: Monday, February 4, 2019 4:35 PM
To: Starcevic, Nicholas <NStarcevic@balfourbeattyus.com>
Cc: Jennifer Faulkinberry <jFaulkinberry@lphatlanta.com>; Buck Lindsay <BLindsay@lphatlanta.com>;
Marty Wall <mwall@bennetthospitality.com> <mwall@bennetthospitality.com>; Simonton, David
<dsimonton@balfourbeattyus.com>; quinlan@hotelbennett.com; Paul Cherrett
<pcherrett@hotelbennett.com>; Spano, Tim <timspano@balfourbeattyus.com>; Kim Brown
<kbrown@bennetthospitality.com>
Subject: Re: Guestroom Shower Door and Panel Caulking

Nick

The architect rendered a decision. SOP is for the GC to follow that decision and if it takes exception, it files a claim.

I interpret your response as BBC is refusing the AOR's direction outright. Thus there is no need to place BBC on notice and the Owner will move forward to remedy the deficiency for BBC's account and we don't waste time placing BBC on notice.

Jim Clements
Matrix Program Management, LLC
C. 704.905.1165
jcllements@matrixse.com
www.matrixse.com

Sent from my iPhone. Please excuse any typos.

On Feb 4, 2019, at 1:56 PM, Starcevic, Nicholas <NStarcevic@balfourbeattyus.com> wrote:

Jim

There are two main reasons has not been caulked.

- A. The tile is not a shower surround and it should not be considered as such. There is nothing in the specifications or contract documents that points to caulking glass to tile. Not only is it highly unusual to caulk structural glass shower enclosures, but a tub/shower surround is typically molded acrylic caulked in place to keep water from getting behind it, like the ADA tubs.
- B. Secondly, when we all met in the onsite mock up, it was determined that area would not be caulked. Mostly because you will not get a smooth caulk joint, but also because of the longevity of the joint (there is nothing supporting the caulk). The quality and ongoing maintenance were both determining factors during that review.

Thanks,

Nick Starcevic

Project Mgr | Balfour Beatty
(843) 447-1165 | C. (843) 447-1165
nstarcevic@balfourbeattyus.com | www.balfourbeattyus.com
300 Meeting Street, Suite 1900 Charleston, SC 29403

<image001.jpg>

From: James Clements [<mailto:jclements@matrixse.com>]
Sent: Saturday, February 2, 2019 4:25 PM
To: Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>
Cc: 'Jennifer Faulkinberry' <jFaulkinberry@lpsatlanta.com>; 'Buck Lindsay' <BLindsay@lpsatlanta.com>; Marty Wall <mwall@bennetthospitality.com> <mwall@bennetthospitality.com>; Simonton, David <dsimonton@balfourbeattyus.com>; quinlan@hotelbennett.com; Paul Cherrett <pcherrett@hotelbennett.com>; Spano, Tim <tspano@balfourbeattyus.com>; Kim Brown <kbrown@bennetthospitality.com>
Subject: RE: Guestroom Shower Door and Panel Caulking

Nick

Per the OAC call last week, we need an update from BBC on its intentions to comply with the architect's direction in 12/12/18 "Please proceed immediately with caulking these edges in all rooms using clear silicone caulk."

Jim Clements
 Matrix Program Management Services, LLC
 C. 704-905-1165
jclements@matrixse.com

From: James Clements
Sent: Wednesday, January 30, 2019 3:04 PM
To: Dave Simonton (dsimonton@balfourbeattyus.com) <dsimonton@balfourbeattyus.com>
Cc: 'Jennifer Faulkinberry' <jFaulkinberry@lpsatlanta.com>; 'Buck Lindsay' <BLindsay@lpsatlanta.com>; Marty Wall <mwall@bennetthospitality.com> <mwall@bennetthospitality.com>; quinlan@hotelbennett.com; Paul Cherrett <pcherrett@hotelbennett.com>; Tim Spano (tspano@balfourbeattyus.com) <tspano@balfourbeattyus.com>; Kim Brown <kbrown@bennetthospitality.com>
Subject: FW: Guestroom Shower Door and Panel Caulking

David

Please find the attached and trailing email. It has been brought to the Owner's attention that BBC has not complied with the Architect's direction to caulk the fixed glass shower panels to the shower surround. Given the fall hazard, please complete this work immediately.

Jim Clements
 Matrix Program Management Services, LLC
 C. 704-905-1165
jclements@matrixse.com

From: Jennifer Faulkinberry <jFaulkinberry@lpsatlanta.com>
Sent: Wednesday, December 12, 2018 12:27 PM
To: Simonton, David (dsimonton@balfourbeattyus.com) <dsimonton@balfourbeattyus.com>
Cc: Nick Starcevic (NStarcevic@Balfourbeattyus.com) <NStarcevic@Balfourbeattyus.com>; Spano, Tim <tspano@balfourbeattyus.com>; James Clements <jclements@matrixse.com>; Kim Brown <kbrown@bennetthospitality.com> <kbrown@bennetthospitality.com>; Buck Lindsay <BLindsay@lpsatlanta.com>
Subject: Guestroom Shower Door and Panel Caulking

David,

According to our last response to the mockup room punch (below and attached) the sides and bottom of the fixed glass shower panel is supposed to be caulked. Apparently this has not been done. Please proceed immediately with caulking these edges in all rooms using clear silicone caulk.

<image002.png>

Thank you,

Jennifer G. Faulkberry

Winford Lindsay Architect

344 West Pike Street

direct 770.487.5766

Lawrenceville, GA 30046

fax 770.487.5817

jfaulkberry@winfordlindsay.com

cell 770.241.2473

DEFENDANT LIBRARY ASSOCIATES, LLC'S

TRIAL EXHIBIT #13

Part 4 of 4

Jennifer Faulkinberry

From: Jennifer Faulkinberry <JFaulkinberry@lpmatlanta.com>
Sent: Tuesday, February 5, 2019 7:00 PM
To: Starcevic, Nicholas
Cc: Buck Lindsay; Marty Wall (mwall@bennethospitality.com); Simonton, David; rquinlan@hotelbennett.com; Paul Cherrett; Spano, Tim; Kim Brown; James Clements
Subject: RE: Guestroom Shower Door and Panel Caulking
Attachments: silicone gap.pdf; glass to tile wall.pdf; glass to wall sealant.pdf

Nick,

I stand by my decision

- A. I believe it is a "shower surround"
- B. Silicone caulk is the norm in up to 3/16" gaps where plastic strips do not fit or are not desired. CRL has several details that call for silicone between glass and wall. Installation instructions can be found in last pdf. Tape and tool are used to ensure a clean application. No "support" of the silicone is required
- C. The comment to caulk the glass to wall was on the mockup punch all along



Please proceed with this work using the attached CRL instructions as a guide

Jennifer G. Faulkinberry

Winford Lindsay Architect

144 West Park Street direct 770.407.5788
Lawrenceville, GA 30045 fax 770.407.5817
cell 770.241.2473

From: James Clements <jclements@matrixse.com>
Sent: Monday, February 4, 2019 4:35 PM
To: Starcevic, Nicholas <NStarcevic@balfourbeattyus.com>
Cc: Jennifer Faulkinberry <JFaulkinberry@lpmatlanta.com>; Buck Lindsay <BLindsay@lpmatlanta.com>; Marty Wall (mwall@bennethospitality.com) <mwall@bennethospitality.com>; Simonton, David <dsimonton@balfourbeattyus.com>; rquinlan@hotelbennett.com; Paul Cherrett <pcherrett@hotelbennett.com>; Spano, Tim <tims Spano@balfourbeattyus.com>; Kim Brown <kbrown@bennethospitality.com>
Subject: Re: Guestroom Shower Door and Panel Caulking

Nick

The architect rendered a decision. SOP is for the GC to follow that decision and if it takes exception, it files a claim

I interpret your response as BBC is refusing the AOR's direction outright. Thus there is no need to place BBC on notice and the Owner will move forward to remedy the deficiency for BBC's account and we don't waste time placing BBC on notice.

Jim Clements
Matrix Program Management, LLC
C 704 905 1165
jcllements@matrixse.com
www.matrixse.com

Sent from my iPhone. Please excuse any typos.

On Feb 4, 2019, at 1:56 PM, Starcevic, Nicholas <NStarcevic@balfourbeattyus.com> wrote:

Jim,

There are two main reasons has not been caulked:

- A. The tile is not a shower surround and it should not be considered as such. There is nothing in the specifications or contract documents that points to caulking glass to tile. Not only is it highly unusual to caulk structural glass shower enclosures, but a tub/shower surround is typically molded acrylic caulked in place to keep water from getting behind it, like the ADA tubs.
- B. Secondly, when we all met in the onsite mock up, it was determined that area would not be caulked. Mostly because you will not get a smooth caulk joint, but also because of the longevity of the joint (there is nothing supporting the caulk). The quality and ongoing maintenance were both determining factors during that review.

Thanks,

Nick Starcevic

Project Mgr. | General Manager
704.905.1165 | nstarcevic@balfourbeattyus.com
www.balfourbeattyus.com
Balfour Beatty US, LLC | 10000 Southpark Drive, Suite 200 | Charlotte, NC 28216
-image001.jpg>

From: James Clements [jcllements@matrixse.com]
Sent: Saturday, February 2, 2019 4:25 PM
To: Starcevic, Nicholas <NStarcevic@balfourbeattyus.com>
Cc: 'Jennifer Faulkinberry' <jfaulkinberry@balfourbeattyus.com>; 'Buck Lindsay' <blindsay@balfourbeattyus.com>; Marty Wall <mwall@bennetthospitality.com>; 'mwall@bennetthospitality.com' <mwall@bennetthospitality.com>; Simonton, David <dmsimonton@balfourbeattyus.com>; rquinlan@hotelbennett.com; Paul Cherrett <pcherrett@hotelbennett.com>; Spano, Tim <tspano@balfourbeattyus.com>; Kim Brown <kbrown@bennetthospitality.com>
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<mwall@bennethospitality.com> <mwall@bennethospitality.com>; <spano@bennethospitality.com>; <cherrett@bennethospitality.com>; Paul Cherrett
<pcherrett@bennethospitality.com>; Tim Spano (tspano@balfourbeattyus.com) <tspano@balfourbeattyus.com>;
Kim Brown <kbrown@bennethospitality.com>
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<tspano@balfourbeattyus.com>; James Clements <jcllements@matrixse.com>; Kim Brown
<kbrown@bennethospitality.com> <kbrown@bennethospitality.com>; Buck Lindsay <blindsay@pbatlanta.com>
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<image002.png>

Thank you,

Jennifer G. Faulkinberry

Winford Lindsay Architect

544 West Pike Street direct 770.407.5786
Lawrenceville, GA 30046 fax 770.407.5817
cell 770.241.2473

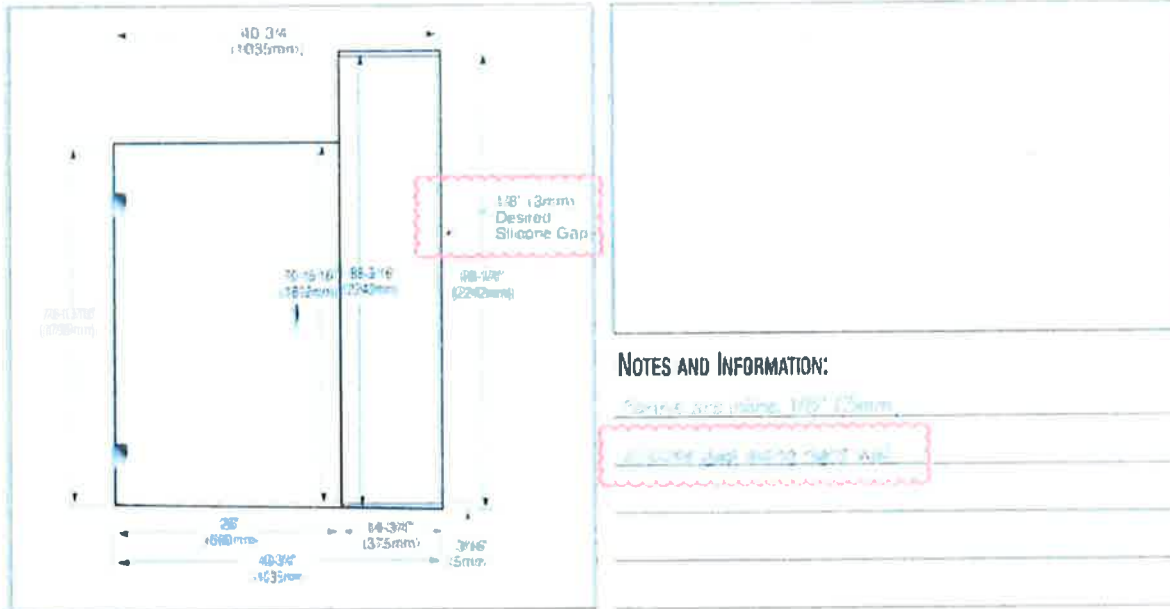
Shower Door Drawing* (Enclosure #1)

Blank Drawing Sheets can be
found in Section 3, page 10C.H. LAURENCE CO., INC.
Manufacturers of Shower Enclosures

Save This Original. Make Copies for use as Worksheets.

General Elevation Drawing

Additional Detail Drawing



*Section 2 (Fabrication) of This Book Details Industry Standard Methods of Drawing Frameless Shower Enclosures (Symbols, Line Values, Dimensions, etc.)

C.H. Laurence Co., Inc.
www.laurence.comFor technical assistance in the United States call toll free 800-427-6144. From Canada call toll free (877) 427-6144.
Outside the U.S. and Canada call (320) 588-1281. Ask for Fred Sales or Extension 7740. Toll Free Fax (800) 458-7595.

3-24

Calculating Glass Sizes - Fixed Panel Clearance Guidelines

CNL C.B. LAURENCE CO., INC.
PO BOX 273, CHARLESTON, SC 29402

Wall Side Clearances

1/8" (3mm) or 3/16" (5mm) Clearance on Sides

1/8" (3mm) Dry Glass to Channel

1/8" (3mm) Regular to Channel

1/8" (3mm) Deep to Channel

W
A
L
L

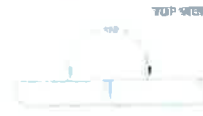
W
A
L
L

1/8" (3mm) or 3/16" (5mm) for 81" Glass Clamp when using the Built-in 1/4" (6mm) Pin (81" x 81")

3/16" (5mm) for 1/4" (6mm) Pin

1/8" (3mm) or 3/16" (5mm) for 1/4" (6mm) Pin (81" x 81")

GLASS-TO-GLASS SIDE CLEARANCES (SEE PAGE 2-19)



Note: Clamp location guidelines are shown on page 2-21.

2-18

C.B. Laurence Co., Inc. For further assistance in the United States call toll free (800) 421-6144, from Canada call toll free (877) 421-6144.
Outside the U.S. and Canada call (323) 508-0861. Ask for Tech Sales at Extension 7740. Toll free fax (800) 458-7495.
cblaur@cbi.com

90° Clamp Installation Instructions

CNL C.B. LAURENCE CO., INC.
PROFESSIONAL QUALITY

Glass-to-Glass with Overlapping Panels

A 1/16" (1.5mm) gap is required between the overlapping and overlapping panel. This can be achieved by placing a 1/16" (1.5mm) shim between the two glass panels to provide proper spacing, and reduce the chance of damage to the panels. Before mounting the clamp, be sure to place a clear gasket on each of its four mounting surfaces. Now place the inside portion of your clamp into position. Mount the outside plates into the holes in the glass and manually tighten the screws from the inside. **Note:** For Heavy Duty Glass Clamps, the outside portion of the clamp is to be aligned first. After aligning the outside fixed 90 degree shape, place the inside plates into position and manually tighten. See Silicone Sealant Instructions for Glass-to-Glass Applications below.



Glass-to-Glass with 45° Mirrored Panels

A 1/16" (1.5mm) gap is required between the 45° mirrored panels. This can be achieved by placing a 1/16" (1.5mm) shim between the two glass panels to ensure proper spacing, and reduce the chance of damage to the panels. Before mounting your clamp, be sure to place a clear gasket on each of its four mounting surfaces. Now place the inside portion of your clamp into position. Mount the outside plates into the holes in the glass and manually tighten the screws from the inside. **Note:** For Heavy Duty Glass Clamps, the outside portion of the clamp is to be aligned first. After aligning the outside fixed 90 degree shape, place the inside plates into position and manually tighten. See Silicone Sealant Instructions for Glass-to-Glass Applications below.

Silicone Sealant Instructions for Glass-to-Glass Applications

Apply Blue Low Adhesive Transfer Tape to the edges of the glass where the gap sight line is, prior to applying the clear silicone sealant. This speeds the sealant process. Apply silicone, tool it and remove the tape. For more detailed taping instructions, refer to the Glass-to-Glass Panel Sealing Instructions on Page 3-23.

Glass-to-Wall Installations Using the 90° Clamp

Some installers prefer using the 90° Clamp on glass-to-wall installations instead of our standard 1/2" Clamp. By using the 90° Clamp they can set the panel in its proper location, mark the hole, and tilt the panel out to drill the anchor hole in the tile or marble. Also, the clamps can be pre-installed in the shop to speed up the installation. The 90° Clamp comes with a wood screw in the package for this type of installation. Begin by attaching the clamp to the glass panel, being sure the two clear gaskets are in place. Dislodge the outer plate and ratchet screw from the side that is going to attach to the wall. Position the panel in its proper place and mark the hole location on the wall. Tilt the glass panel out. Using a 1/4" (6mm) Masonry Drill Bit or a 1/4" (6mm) Square-Point Glass Drill Bit, drill a hole through the tile or marble. After this is done, one of two conditions will exist. The ideal one is you will have a wood stud or backing behind the tile or marble. The second one is you will not have any backing and have to use a plastic anchor. If you do not have any backing, take a 1/4" (6mm) Masonry Drill Bit and drill a hole deep enough to accommodate a 1/4" (6mm) shock-resistant plastic anchor. Apply a small glob of silicone sealant in the hole and tap into anchor. Some excess silicone should seep out as a result. Use a razor blade to remove excess silicone on anchor that protrudes above the hole. Finally, put the #12 x 1-1/2" (38mm) wood screw through the clamp mounting hole, insert it in the anchor and tighten. See Silicone Sealant Instructions for Glass-to-Wall Applications below.



Silicone Sealant Instructions for Glass-to-Wall Applications

Apply Blue Low Adhesive Transfer Tape to the edges of the glass and wall or curb where the gap sight line is, prior to applying the clear silicone sealant. This speeds the sealant process. Apply silicone, tool it and remove the tape. For more detailed taping instructions, refer to the Glass-to-Glass Panel Sealing Instructions on Page 3-23.

C.B. Laurence Co., Inc.
cblaurance.com

For technical assistance in the United States call the toll free 1-800-421-6144. In the U.S. call toll free 1-877-423-6344. Outside the U.S. and Canada call 1-225-568-1281. Ask for Tech. Sales or Extension 7740. Toll free fax 1-833-458-7495.

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Glass-to-Glass Panel Sealing Instructions ~ (For Glass Sizing see Section 2)

CIL C.B. LAURENCE CO. INC.
Sealing Solutions for Glass

- Step 1:** Both pieces of glass must be free of any grime, grease, wax or anything that may prohibit good adhesion. Glass cleaners or rubbing alcohol makes a good cleaner.
- Step 2:** Set glass and edge to it's final position. Use tape, clamps or other mechanical means to secure the glass in this position ensuring the glass at the top will facilitate the application of your sealant.
- Step 3:** Now apply Blue Line Adhesive Barrier Tape to the glass at the desired position. This will act as an edge sealant after the sealant has been applied later below. The purpose of sealing the glass is to prevent the sealant from spreading all over the glass when the bead is sealed. When the tape is removed when the sealant is still wet, it will produce a neat and attractive joint.
- Step 4:** After the tape has been applied, it is time to seal the joint. This process should be done from the inside of the window. Cut the window into shape to produce a small opening, then begin to apply the sealant to the joint. Apply the sealant from top to bottom, being sure that enough material has flowed into the joint to completely fill the void. This should create a bulb of excess sealant on the outside of the window.
- Step 5:** It's now time to tool the bead to it's final configuration. Start by removing the excess sealant from top to bottom. Use paper towels to wipe off the accumulated excess excess sealant. This will present a large build up of sealant that will overflow the edge of the masking tape. Repeat this process on the inside and the outside of the window until "dry stacking" produces more sealant. The final tooling that takes place will be a "wet tooling". The purpose of wet tooling is to tool in the sealant where it meets the tape. If the silicone is too thick when the tape is removed, the edges of the bead will be "feathered". Therefore, tool the joint as bulky as you can to the edge of the tape. After final tooling, remove the tape immediately. Any "feathered" edges can now be lightly touched with a wet finger (don't lick your tool, as this actually leads to a messy joint).



C.B. Laurence Co., Inc. For technical assistance in the United States call toll free (800) 421-6142. In the U.S. and Canada call (223) 544-4251. 495 for Tech Sales at Extension 7740. Toll free (800) 421-6142.
cblaurance.com

Downloaded by: [redacted] on: 05/05/2019

Jennifer Faulkinberry

From: Jennifer Faulkinberry <JFaulkinberry@lpbatlanta.com>
Sent: Thursday, January 31, 2019 8:37 PM
To: Starcevic, Nicholas
Cc: Simonton, David; Spano, Tim; 'Jim Clements (jclements@matrixse.com)'; Kim Brown (kbrown@bennethospitality.com); Marty Wall; rquinlan@hotelbennett.com; wfaust@designcontinuuminc.com; Alyssa Foster; Buck Lindsay
Subject: RE: Marion Sq. - Doors with incorrect finish

1. Yes, however, as you have pointed out, they are not instruments of change and GC is bound to CD's – see section 3 12.8
2. No, I'll let you dig those up
3. There may be an upcharge for the doors that were "PT" in ADD #3 (i.e. GMP), but only if not already paid and only for the difference in finish, not for a whole new door.
4. This question is too broad brush to answer. Clarifications and Supplemental Instructions were issued – see section 1 2 4 of A201...docs are complimentary. notes on door sched and in door specs instruct to refer to ID for finishes etc.

From: Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>
Sent: Thursday, January 31, 2019 2:43 PM
To: Jennifer Faulkinberry <JFaulkinberry@lpbatlanta.com>
Cc: Simonton, David <dsimonton@balfourbeattyus.com>; Spano, Tim <timspano@Balfourbeattyus.com>; 'Jim Clements (jclements@matrixse.com)' <jclements@matrixse.com>; Kim Brown (kbrown@bennethospitality.com) <kbrown@bennethospitality.com>; Marty Wall <mwall@bennethospitality.com>; rquinlan@hotelbennett.com; wfaust@designcontinuuminc.com; Alyssa Foster <AFoster@designcontinuuminc.com>; Buck Lindsay <BLindsay@lpbatlanta.com>
Subject: RE: Marion Sq. - Doors with incorrect finish

Jennifer – thanks for putting this together, the doors changed frequently and I'm sure this was a difficult task, we'll review your email and supporting info further to respond, but would like to clarify a few things...

1. Did you account for the submittals?
2. Did you account for the change orders?
3. Are you considering ST-01 and WD-01 equal and expecting this to be completed at no cost?
4. Your tracking chart and response seem to imply that after MOD 7, the IDs take precedence over the Architecturals. Are we interpreting your response correctly?

Thanks,

Nick Starcevic

Project Mgr | Balfour Beatty
 312.421.6746 | 312.774.1152 | 8245
nstarcevic@balfourbeattyus.com | www.balfourbeattyus.com
 906 Advertising Street, Suite 300 | Charleston, SC 29403

Balfour Beatty

From: Jennifer Faulkinberry [mailto:JFaulkinberry@lbbatlanta.com]
Sent: Thursday, January 31, 2019 2:22 PM
To: Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>
Cc: Simonton, David <dsimonton@balfourbeattyus.com>; Spano, Tim <timspano@Balfourbeattyus.com>; 'Jim Clements (jclements@matrixe.com)' <jclements@matrixe.com>; Kim Brown (kbrown@bennetthospitality.com) <kbrown@bennetthospitality.com>; Marty Wall <mwall@bennetthospitality.com>; rquinlan@hotelbennett.com; wfaust@designcontinuuminc.com; Alyssa Foster <AFoster@designcontinuuminc.com>; Buck Lindsay <BLindsay@lbbatlanta.com>
Subject: Marion Sq. - Doors with incorrect finish

Nick,

Recent punchlists record that the following doors have been provided in the wrong finish and BBC disputes this:

100FA1
 107
 107.1
 108
 113
 206E
 206F
 216A1
 220C
 220V2
 226B
 229V

Attached is a chart tracking each of these doors from orig GMP docs (100% PLUS w/ Addenda) to current. In a nutshell, the doors started off as "ST" (stained) changed to "PT" (painted) then back to stained ("WD"). The below link contains the following documents containing changes to these doors:

<https://www.dropbox.com/sh/lqwy94xa31dlgys/AAAFEX7wvc1PZFUMaln9O8bda?dl=0>

100% Plus - 11/6/14
 ADDENDUM 3 - 12/1/14
 MOD 1 - 9/18/15
 MOD 4 - 3/1/16
 MOD 7 - 9/1/16
 S.I. #52 - 6/8/17
 RFI #1134 - 11/13/17
 RFI #1134 sent again to Alec on 3/1/18
 RFI #1134 sent again to Ryan on 10/17/18

While the finishes were initially identified on Arch dwgs, more recent change docs override and take precedence. S.I. #52 and response to RFI #1134 clearly indicate the required door finishes with one exception. Door 220C (Closet at Spa Men's Locker Rm) was officially identified in MOD 7 as primed for paint and I can't find anything that changes it to a stained door. The final doc, response to RFI #1134 was first returned to BBC on 11/13/17, then sent again on 3/1/18 and sent yet again on 10/17/18. The point is, there was plenty of time and opportunity for BBC to implement these finish changes, but it was not done.

For the above reasons, the contractor shall implement the following corrective measures:

Change out the following doors to WD-01 stained doors:

100FA1
107
107.1
108
113
206E
206F
216A1**
220V2
226B
229V

**216A1 is intended to be split finish (WD-01 Corr side/Cerused Bridal side). However, I think this door should be WD-01 both sides in the interest of time and simplicity.

BBC shall provide a price to the Owner to change door and frame #220C (Spa Closet) to Cerused Oak (1 panel).

Thank you,

Jennifer G. Faulkner
Winford Lindsay Architect

344 West Pike Street direct 770.407.5796
Lawrenceville, GA 30046 fax 770.407.5817
jennifer@winfordlindsay.com cell 770.241.2473

DEFENDANT LIBRARY ASSOCIATES,
LLC'S TRIAL EXHIBIT #14
Part 1 of 2

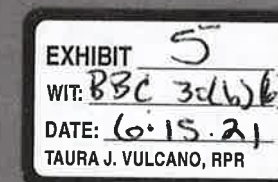


The Hotel at Marion Square

Response to WLA
Consolidated Claim
Documentation

March 6, 2019

Volume 4



Balfour Beatty
Construction



The Hotel at Marion Square

Response to WLA Request for
Consolidated Claim Additional
Documentation

March 6, 2019

Volume 4

Balfour Beatty
Construction

TASK ID	TASK	WORK DAYS	START DATE	FINISH DATE	Total Float	COMMENTS
		113	27-Apr-18 A	05-Oct-18 A		
		113	27-Apr-18 A	05-Oct-18 A		
		113	27-Apr-18 A	05-Oct-18 A		
1162	EXECUTE CCD TO ADD VFCU IN LIGHTING CONTROL ROOM	0		27-Apr-18 A	4/27F	
1172	RELEASE, FAB & DELIVER VFCU	59	27-Apr-18 A	19-Jul-18 A	7/19F	
1198	LIGHTING CONTROL ROOM WIRING COMPLETE	0		27-Apr-18 A		
1174	INSTALL VFCU @ LIGHTING CONTROL ROOM	10	20-Jul-18 A	02-Aug-18 A	7/20-8/2	
1178	FINAL ELECTRICAL CONNECTIONS TO VFCU @ CONTROL ROOM	9	03-Aug-18 A	15-Aug-18 A	8/15F	
1176	POINT UP, PUNCH & REPAIRS & FINAL CLEAN @ CONTROL ROOM	37	16-Aug-18 A	05-Oct-18 A	10/5F	
CCD-13 SHIFT KITCHEN		15	03-May-18 A	23-May-18 A		
		15	03-May-18 A	23-May-18 A		
		15	03-May-18 A	23-May-18 A		
1304	BMCC DISCONNECT	1	03-May-18 A	03-May-18 A	5/3SF	
1354	FIELD MEASURE, ORDER, FABRICATE & DELIVER TRIM @ SHIFT KITCHEN	12	03-May-18 A	18-May-18 A	5/3-5/18	
1356	INSTALL TRIM @ SHIFT KITCHEN	3	21-May-18 A	23-May-18 A	5/21-5/23	
CCD-16 BAR EQUIPMENT ADD		32	14-May-18 A	27-Jun-18 A		
		32	14-May-18 A	27-Jun-18 A		
		32	14-May-18 A	27-Jun-18 A		
1312	SUBMIT, REVIEW & APPROVE - BAR EQUIPMENT SUBMITTAL - CCD16 (MORE INFORMATION)	10	14-May-18 A	25-May-18 A	5/14-5/25	
1468	FAB & DELIVER - BAR EQUIPMENT - CCD 16	15	23-May-18 A	13-Jun-18 A	5/23S	
1508	MEP ADDED ROUGH IN FOR ADDED BAR EQUIPMENT @ BAR 148 & ROOF	19	29-May-18 A	22-Jun-18 A	5/29-6/22	
1512	INSTALL ADDED BAR EQUIPMENT / HOOK UP - CCD-16 BAR 148	3	25-Jun-18 A	27-Jun-18 A	ASSUMED COMPLETE	
CCD-17 PIU2 & 3 ACCESS		11	30-May-18 A	13-Jun-18 A		
		11	30-May-18 A	13-Jun-18 A		
		11	30-May-18 A	13-Jun-18 A		
1322	DELIVER ACCESS PANEL - SECOND FLOOR CORRIDOR	1	30-May-18 A	30-May-18 A	5/30SF	
1446	REFRAME CEILING OPENING FOR ACCESS PANEL - CCD 17	2	31-May-18 A	01-Jun-18 A	5/31-6/1	
1456	INSTALL ACCESS PANEL @ CCD17	2	31-May-18 A	01-Jun-18 A	6/1S	
1448	H/T/F DRYWALL @ CCD17 ACCESS PANEL	5	04-Jun-18 A	08-Jun-18 A	6/4-6/8	
1458	PAINT CEILING & PANEL @ CCD17	4	09-Jun-18 A	13-Jun-18 A	ASSUMED COMPLETE	
CCD-18 ROOF TOP BAR		5	14-May-18 A	18-May-18 A		
		5	14-May-18 A	18-May-18 A		
		5	14-May-18 A	18-May-18 A		
1318	RELOCATE THERMOSTAT @ ROOF TOP BAR	5	14-May-18 A	18-May-18 A	5/14-5/18	
CCD-19 200V SHIFT FIRE ALARM		38	25-Jun-18 A	16-Aug-18 A		
		38	25-Jun-18 A	16-Aug-18 A		
		38	25-Jun-18 A	16-Aug-18 A		
1516	DEMO SELETED DRYWALL @ LVL 2 CORRIDOR	2	25-Jun-18 A	26-Jun-18 A		
1522	SHIFT DEVICE ROUGH IN @ LVL 2 CORRIDOR	2	27-Jun-18 A	28-Jun-18 A		
1524	DRYWALL, PATCH & POINT UP @ LVL 2 CORRIDOR	3	29-Jun-18 A	03-Jul-18 A		
1526	PRIME PAINT WALL @ LVL 2 CORRIDOR	2	04-Jul-18 A	05-Jul-18 A		
1528	INSTALL WALL COVERING @ LVL 2 CORRIDOR	5	06-Jul-18 A	12-Jul-18 A	7/12F	
1544	BBC TO DIRECT WATSON ELEC TO ADVISE ON REVISED DESIGN OF FIA DEVICE PLACEMENT	5	08-Aug-18 A	14-Aug-18 A	8/14F	
1532	DEVICE TRIMOUT @ LVL 2 CORRIDOR	2	15-Aug-18 A	16-Aug-18 A	8/16F	
CCD-21 ADDED CHILLED WATER LINE @ L1 & L9		18	25-Jun-18 A	19-Jul-18 A		
		18	25-Jun-18 A	19-Jul-18 A		
		18	25-Jun-18 A	19-Jul-18 A		
1518	TRIMARK MOBILIZE TO SITE	1	25-Jun-18 A	25-Jun-18 A	ASSUMED STARTED	
1534	INSTALL CHILLED WATER LINE @ LEVELS 1 & 9	8	26-Jun-18 A	05-Jul-18 A		
1536	INSULATE CHILLED WATER LINE @ LEVELS 1 & 9	1	06-Jul-18 A	12-Jul-18 A	7/6F	
1542	INSTALL ICE MAKERS @ LEVELS 9	8	10-Jul-18 A	19-Jul-18 A	7/19F	
CCD-22 PATISSERIE		152	08-Jun-18 A	16-Jan-19	71	

TASK ID	TASK	WORK DAYS	START DATE	FINISH DATE	Total Float	COMMENTS
24712	RELEASE, FABRICATE & DELVER - SCEG TRANSFORMER	23	15-Aug-16 A	15-Sep-16 A	9/15F	
LIGHTING FIXTURES		382	20-May-15 A	21-Nov-16 A		
		382	20-May-15 A	21-Nov-16 A		
		382	20-May-15 A	21-Nov-16 A		
2952	SUBMITTALS - LIGHTING FIXTURES	24	20-May-15 A	23-Jun-15 A	5/20-6/23F	
2954	REV / APPROVE - LIGHTING FIXTURES - REJECTED	3	24-Jun-15 A	29-Jun-15 A	6/4-6/26F	
2994	REVISE & RESUBMIT - LIGHTING FIXTURES	59	30-Jun-15 A	22-Sep-15 A	6/29-9/21F NB	
3064	REV/APPROVE 2ND -- LIGHTING FIXTURES	144	22-Sep-15 A	15-Apr-16 A	4/15F	
2956	RELEASE, FABRICATE & DELVER - LIGHTING FIXTURES	60	29-Aug-16 A	21-Nov-16 A	11/21F	
PLUMBING		524	20-May-15 A	14-Jun-17 A		
ROOM AUTOMATION SYSTEM		53	29-Oct-15 A	18-Jan-16 A		
		53	29-Oct-15 A	18-Jan-16 A		
		53	29-Oct-15 A	18-Jan-16 A		
2958	SUBMITTALS - ROOM AUTOMATION SYSTEM	3	29-Oct-15 A	03-Nov-15 A	11/3F	
2960	REV / APPROVE - ROOM AUTOMATION SYSTEM	49	04-Nov-15 A	18-Jan-16 A	1/15F	
PLUMBING FIXTURES		524	20-May-15 A	14-Jun-17 A		
		524	20-May-15 A	14-Jun-17 A		
		524	20-May-15 A	14-Jun-17 A		
2964	SUBMITTALS - PLUMBING FIXTURES	39	20-May-15 A	16-Jul-15 A	5/20-7/15F	
2966	REV / APPROVE - PLUMBING FIXTURES - REJECTED	26	17-Jul-15 A	21-Aug-15 A	7/16-8/20F	
3006	REVISE & RESUBMIT - PLUMBING FIXTURES	22	24-Aug-15 A	23-Sep-15 A	8/21-9/22F	
3066	REV/APPROVE 2ND - PLUMBING FIXTURES	11	24-Sep-15 A	08-Oct-15 A	9/23-10/7F	
1102	PLUMBING FIXTURE APPROVAL	0		03-Oct-16 A	10/3F	
1098	SUBMITTAL APPROVAL FOR OH MECH & PLUMB ROUGH IN	0		14-Nov-16 A	11/14F NEED SUCC	
25132	RELEASE, FABRICATE & DELVER - PLUMBING FIXTURES VALVES - LVL 4	46	19-Dec-16 A	22-Feb-17 A	2/22F	
25180	RELEASE, FABRICATE & DELVER - PLUMBING FIXTURES VALVES - LVL 3 ONLY	21	19-Dec-16 A	18-Jan-17 A	1/18F	
25182	RELEASE, FABRICATE & DELVER - PLUMBING FIXTURES VALVES - LVL 6 THRU 8	88	19-Dec-16 A	21-Apr-17 A	4/21F	
25184	RELEASE, FABRICATE & DELVER - PLUMBING FIXTURES VALVES - LVL 5 & BALANCE OF	53	19-Dec-16 A	03-Mar-17 A	3/3F	
2968	RELEASE, FABRICATE & DELVER - PLUMBING FIXTURES (TOLIETS/SINKS)	125	19-Dec-16 A	14-Jun-17 A	AVAILABLE WHEN NEEDI	
WATER HEATERS		265	08-Oct-15 A	24-Oct-16 A		
		265	08-Oct-15 A	24-Oct-16 A		
		265	08-Oct-15 A	24-Oct-16 A		
2970	SUBMITTALS - WATER HEATERS	10	08-Oct-15 A	22-Oct-15 A	10/22F	
2972	REV / APPROVE - WATER HEATERS	5	23-Oct-15 A	30-Oct-15 A	10/23-10/30	
2974	RELEASE, FABRICATE & DELVER - WATER HEATERS	20	27-Sep-16 A	24-Oct-16 A	10/24F	
SPRINKLER		381	20-May-15 A	18-Nov-16 A		
FIRE PUMP		381	20-May-15 A	18-Nov-16 A		
		381	20-May-15 A	18-Nov-16 A		
		381	20-May-15 A	18-Nov-16 A		
2982	SUBMITTALS - FIRE PUMP	97	20-May-15 A	07-Oct-15 A	10/7F	
2984	REV / APPROVE - FIRE PUMP (REJECTED)	10	09-Oct-15 A	22-Oct-15 A	10/8-10/21	
3148	REVISE @ RESUBMIT - FIRE PUMP	59	23-Oct-15 A	20-Jan-16 A	1/27F	
3150	REV / APPROVE - FIRE PUMP (2ND) (REJECTED)	18	28-Jan-16 A	22-Feb-16 A	2/22F	
3198	REVISE & RESUBMIT - FIRE PUMP (3RD)	44	30-Mar-16 A	01-Jul-16 A		
3200	REVIEW & APPROVE - FIRE PUMP (4TH)	14	01-Jun-16 A	20-Jun-16 A	6/1-6/20	
2986	RELEASE, FABRICATE & DELVER - FIRE PUMP	107	21-Jun-16 A	18-Nov-16 A	11/18F	
PERMITTING		1	19-Mar-15 A	19-Mar-15 A		
		1	19-Mar-15 A	19-Mar-15 A		
		1	19-Mar-15 A	19-Mar-15 A		
		1	19-Mar-15 A	19-Mar-15 A		
		1	19-Mar-15 A	19-Mar-15 A		
1170	BUILDING PERMIT	1	19-Mar-15 A	19-Mar-15 A	3/19SF	
2210	SITE PERMIT RECEIVED	0		19-Mar-15 A	3/19F	
GUESTROOM/EXTERIOR MOCK UP		495	20-May-15 A	03-May-17 A		
EXTERIOR MOCK UP		397	20-May-15 A	14-Dec-16 A		
		397	20-May-15 A	14-Dec-16 A		
		397	20-May-15 A	14-Dec-16 A		
		397	20-May-15 A	14-Dec-16 A		

DEFENDANT LIBRARY ASSOCIATES, LLC'S

TRIAL EXHIBIT #14

Part 2 of 2

R - 6891

MSH-048 3-5-19

TASK ID	TASK	WORK DAYS	START DATE	FINISH DATE	Total Float	COMMENTS
337401	INSTALL MILLWORK @ CONCIERGE LOUNGE MILLWORK RCO 176	10	19-Jun-18 A	02-Jul-18 A		
337411	INSTALL BARN DOORS @ LEVEL 6	6	20-Jun-18 A	27-Jun-18 A	6/27F	
337467	PRE FFE PUNCHLIST @ LEVEL 6	10	28-Jun-18 A	11-Jul-18 A	7/11F	
337403	PREP & FINAL PAINT @ CONCIERGE LOUNGE MILLWORK RCO 176	5	03-Jul-18 A	09-Jul-18 A		
9027	INSTALL FINAL MEP TRIMOUT @ CONCIERGE LOUNGE (MILLWORK)	2	10-Jul-18 A	11-Jul-18 A	7/11F	
337293	INSTALL OWNER SUPPLIED FFE @ LEVEL 6 (GUESTROOMS)	10	13-Aug-18 A	24-Aug-18 A	8/24F	
CORRIDORS		142	08-Feb-18 A	28-Aug-18 A		
337296	INSTALL CROWN MOULDING, BASEBOARD & MILLWORK SOFFIT @ CORRIDORS LEVEL 6	17	08-Feb-18 A	02-Mar-18 A	3/3F	
337297	FINAL PAINT @ CORRIDORS @ LEVEL 6	4	13-Mar-18 A	16-Mar-18 A	3/13-3/16	
337298	INSTALL WALLCOVERING AT CORRIDORS @ LEVEL 6	3	14-Mar-18 A	16-Mar-18 A	3/14-3/16	
337300	FINAL CLEAN & PUNCH CORRIDORS @ LEVEL 6	13	16-Mar-18 A	03-Apr-18 A	4/3F	
337299	MEP TRIMOUT CORRIDORS @ LEVEL 6	52	22-Mar-18 A	04-Jun-18 A		
337295	INSTALL SMOKE DOORS @ LEVEL 6	4	28-Mar-18 A	02-Apr-18 A	4/2F	
337301	INSTALL CARPET AT CORRIDORS @ LEVEL 6	3	25-Aug-18 A	28-Aug-18 A	8/28F	
PUNCH & REPAIRS		12	29-Aug-18 A	14-Sep-18 A		
8924	BBC CREATES PUNCHLIST @ LEVEL 6	3	29-Aug-18 A	31-Aug-18 A	8/31F	
8934	FINAL PUNCH, REPAIRS & CLEAN @ LEVEL 6	10	03-Sep-18 A	14-Sep-18 A	9/14F	
LEVEL 7		409	13-Feb-17 A	20-Sep-18 A		
LEVEL 7		409	13-Feb-17 A	20-Sep-18 A		
FRAMING & MEP ROUGH IN		81	13-Feb-17 A	06-Jun-17 A		
9684	INSTALL VERTICAL HVAC PIPING & VERTICAL DUCT WORK (INCLUDED CHASES) @ LEVEL 7	13	13-Feb-17 A	01-Mar-17 A	3/1F	
9674	INSTALL VERTICAL WASTE / VENTING & RAIN LEADERS @ LEVEL 7	15	20-Feb-17 A	10-Mar-17 A	2/20-3/10	
9654	INSTALL CHILLED WATER PIPING @ LEVEL 7	45	20-Feb-17 A	21-Apr-17 A	4/21F	
9664	LAYOUT @ LEVEL 7	20	20-Feb-17 A	17-Mar-17 A	+	
9754	INSTALL HORIZONTAL DUCTWORK / FCU & HFCU BOXES @ LEVEL 7	18	27-Feb-17 A	22-Mar-17 A	3/22F	
9724	WALL FRAMING / BLOCKING, FURRING & INSULATION @ LEVEL 7	26	01-Mar-17 A	05-Apr-17 A	4/5F	
9774	DUCT TESTING & INSULATION @ LEVEL 7	2	07-Mar-17 A	08-Mar-17 A	3/7-3/8F	
9704	INSTALL HM DOOR FRAMES @ LEVEL 7	22	09-Mar-17 A	07-Apr-17 A	4/7F	
9714	OH SPRINKLER ROUGH @ LEVEL 7	8	16-Mar-17 A	27-Mar-17 A	3/27F	
9764	EXTERIOR WALL INSULATION & Z CHANNEL @ LEVEL 7	5	20-Mar-17 A	24-Mar-17 A	3/20-3/24	
9694	INSTALL OH ELECTRICAL ROUGH IN @ LEVEL 7	39	27-Mar-17 A	18-May-17 A	5/15F	
9734	INSTALL INWALL ELECTRICAL ROUGH IN @ LEVEL 7	39	27-Mar-17 A	18-May-17 A	5/18F	
9784	INSTALL MECHANICAL CONTROL WIRING @ LEVEL 7	7	28-Mar-17 A	05-Apr-17 A	4/5F	
9744	INSTALL INWALL PLUMBING ROUGH IN @ LEVEL 7	24	17-Apr-17 A	18-May-17 A	5/18F	
25268	INSTALL PLUMBING FIXTURE VALVES @ LEVEL 7	24	17-Apr-17 A	18-May-17 A	5/18F	
9804	INWALL MEP INSPECTIONS @ LEVEL 7	1	19-May-17 A	19-May-17 A	5/19SF	
9814	FRAMING INSPECTION @ LEVEL 7	1	06-Jun-17 A	06-Jun-17 A	6/6F	
DRYWALL, HARDTILE, & PRIME PAINT		80	04-Aug-17 A	28-Nov-17 A		
9554	INSULATE/ INSP & HANG DRYWALL & DURAROCK @ LEVEL 7 (WALLS)	15	04-Aug-17 A	21-Aug-17 A	8/4-8/21	
9564	CEILING & SOFFIT FRAMING @ LEVEL 7	6	21-Aug-17 A	28-Aug-17 A	8/21-8/28	
9574	TAPE & FINISH DRYWALL WALLS @ LEVEL 7	27	30-Aug-17 A	06-Oct-17 A	10/6F	
9584	MECHANICAL ROUGH IN CEILINGS & SOFFITS @ LEVEL 7	22	05-Sep-17 A	04-Oct-17 A	10/4F	
9594	ELECTRICAL ROUGH IN CEILINGS & SOFFITS @ LEVEL 7	22	05-Sep-17 A	04-Oct-17 A	10/4F	
9794	INSTALL FIRE CAULKING @ LEVEL 7	7	28-Sep-17 A	06-Oct-17 A	10/6F	
9604	OH & CEILING SOFFIT MEP INSPECTION @ LEVEL 7	2	06-Oct-17 A	09-Oct-17 A	10/9F	
9624	HANG DRYWALL CEILINGS & SOFFITS @ LEVEL 7	23	10-Oct-17 A	09-Nov-17 A	11/9F	
9634	TAPE & FINISH DRYWALL CEILINGS & SOFFITS @ LEVEL 7	18	30-Oct-17 A	22-Nov-17 A	11/22F	
9644	PRIME & 1ST COAT @ LEVEL 7	5	20-Nov-17 A	28-Nov-17 A	11/20-11/28	
ELECTRICAL CLOSETS		3	06-Mar-17 A	08-Mar-17 A		
9544	BUSDUCT COMPLETE AND READY FOR ENERGIZATION @ LEVEL 7	3	06-Mar-17 A	08-Mar-17 A	3/8F	
IDF ROOM		89	20-Sep-17 A	26-Jan-18 A		
9534	BUILD OUT IDF ROOM @ LEVEL 7	89	20-Sep-17 A	26-Jan-18 A	1/26F	
LINEN / STORAGE CLOSET		185	19-Jun-17 A	12-Mar-18 A		
9464	BUILD OUT LINEN CLOSET / STORAGE ROOM @ LEVEL 7	185	19-Jun-17 A	12-Mar-18 A	3/12F	

MSH-048 3-5-19

DEFENDANT LIBRARY ASSOCIATES, LLC'S
TRIAL EXHIBIT #28

CHANGE ORDERJOB/S/C # 13026000 - 014
Vendor# 861711

34

To CONTRACT dated April 7, 2015

DATE of this Change Order

To: Lithko Contracting, LLC
870 Ella St NWConcord, NC 28026-1249
Mike Rohrer

PREVIOUS CONTRACT AMOUNT

\$7,531,690.67

ADD/DEDUCT for this C.O.

(\$7,985.08)

JOB: Hotel at Marion Square

AT: Charleston, SC 29403

NEW CONTRACT AMOUNT

\$7,523,705.59

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

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

CI No.	Description	Amount	Budget Code
1545	Marion MC Cable L7 & L8 - Back Charge	(\$55,500.00)	400.50300001.40
Includes replacing all damaged MC Cable on L7 and L8 after testing was performed. Does not include testing.			
CI No.	Description	Amount	Budget Code
3049	Hurricane Matthew Delay	\$34,675.00	400.50300001.40
CI No.	Description	Amount	Budget Code
3050	Hurricane Matthew Claim	\$12,754.56	400.50300001.40
CI No.	Description	Amount	Budget Code
3051	Stair Formwork	\$17,383.83	400.50300001.40
CI No.	Description	Amount	Budget Code
3052	RFI 0663 Stair 1 & 2 Nose Resteel	\$7,410.66	400.50300001.40
CI No.	Description	Amount	Budget Code
3053	COR#57 RFI 0648 Stair 3 & 4 Dimension Changes	\$1,854.91	400.50300001.40
CI No.	Description	Amount	Budget Code
3054	COR#56 RFI 0634 Added Stud Rails and Rebar at B20	\$783.04	400.50300001.40
CI No.	Description	Amount	Budget Code
3055	COR#50 RFI 0434 Rework and Materials for 1PTB-8	\$1,456.99	400.50300001.40
CI No.	Description	Amount	Budget Code
3056	COR#49 L&M per RFI 0482 & 0492	\$1,620.19	400.50300001.40
CI No.	Description	Amount	Budget Code
0734	RFI 0466	\$407.39	400.50300001.40
CI No.	Description	Amount	Budget Code
0735	L&M For Last Minutes Changes on L2	\$3,902.24	400.50300001.40
CI No.	Description	Amount	Budget Code
0736	3PTB-4 Steel Changes	\$3,203.61	400.50300001.40
CI No.	Description	Amount	Budget Code
0738	L1 Slab BIM Changes	\$2,708.25	400.50300001.40
CI No.	Description	Amount	Budget Code
0739	RFI 0655 Hairpins at PT Heads to Allow for Masonry Sleeves	\$3,810.00	400.50300001.40

Page 1 of 1

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CI No.	Description	Amount	Budget Code
0740	Sleeve Protection for L7-9 (clearances for PT)	\$7,127.43	400.50300001.40
CI No.	Description	Amount	Budget Code
0741	Rework for added VFCUs on L6	\$1,552.50	400.50300001.40
CI No.	Description	Amount	Budget Code
3047	Crane Delays x2 (Backcharge)	\$975.00	400.50300001.40
CI No.	Description	Amount	Budget Code
3048	Crane & Layout Delays (backcharge)	\$67,200.00	400.50300001.40
CI No.	Description	Amount	Budget Code
3057	Lost Concrete due to down Crane and Pump Rental	\$4,966.00	400.50300001.40
CI No.	Description	Amount	Budget Code
3058	Arched Wall	\$18,027.32	400.50300001.40
CI No.	Description	Amount	Budget Code
3059	Crane Breakdown 5th time	\$2,671.00	400.50300001.40
CI No.	Description	Amount	Budget Code
3061	Block Mason, Sleeves	(\$22,500.00)	400.50300001.40
CI No.	Description	Amount	Budget Code
3062	9th Floor Pool Deck	(\$79,475.00)	400.50300001.40
CI No.	Description	Amount	Budget Code
3063	Elevator Shafts	(\$7,000.00)	400.50300001.40
CI No.	Description	Amount	Budget Code
3064	L4 Ceiling Height	(\$15,000.00)	400.50300001.40
CI No.	Description	Amount	Budget Code
3065	Floors Out of Tolerance	(\$10,000.00)	400.50300001.40
CI No.	Description	Amount	Budget Code
3066	Stucco Walls out of Tolerance	(\$13,000.00)	400.50300001.40

*This change order represents full settlement on any known internal change orders between Lithko and Balfour Beatty.

**This change order includes ~~select design related change orders~~ "BB Design Related Change Orders" specifically including CI Nos. 3049 – 3056, 0734 - 0736, 0& 738 – 0741, that are part of a claim against the owner / design team. Balfour Beatty has agreed to include these change order requests upon execution of this change order, and in return will receive the first \$100,650.60 of any monies recovered from aforementioned claim. Lithko agrees to support and defend all submitted change orders to help recover monies in the claim. This Change Order does not include any recovery of claims against the owner/design team "Lithko Design Delay" - PCO's 56, 66, & 75 for Design/Delay costs which are part of a separate claim.

Total Deduct to this Contract as a result of this Change Order is **(\$7,985.08)**, Negative Seven thousand nine hundred eighty-five dollars and eight cents which includes all applicable sales tax.

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

Code: 400.50300001.40

RCO No.: 088

OCO No.:

S.F.R.N.

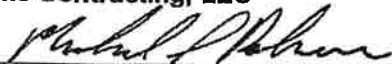
BUL: _____

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

ACCEPTED:

Lithko Contracting, LLC

By



Print Name

Michael S Rohrer

Title

Area Lead

Date

3/14/19

ACCEPTED:

BALFOUR BEATTY CONSTRUCTION, LLC

By



Nick Starcevic

Title

Project Manager

Date

4/9/19

CHANGE ORDER
APPROVAL
COVERSHEET

C.C.O. NUMBER: 014 - 34 JOB LOCATION: Hotel at Marion Square

SUBCONTRACTOR: Lithko Contracting, LLC

CI NUMBER: _____ AMOUNT: (\$7,985.08)

DESCRIPTION OF SCOPE OF WORK BEING ADDED OR REMOVED: Settlement Change Order

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

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

REVIEWED BY:

SIGNED & DATED:

☐

BUYER: _____

☐

BUYER'S MANAGER: _____

APPROVED:

PROJECT MANAGER/EXECUTIVE: _____

ATTACHMENTS:

BACKUP DOCUMENTS:

DEFENDANT LIBRARY ASSOCIATES, LLC'S

TRIAL EXHIBIT #35

Part 1 of 2

OWNER LIBRARY ASSOCIATES, LLC. PROJECT THE HOTEL AT MARION SQUARE APPLICATION 42 DISTRIBUTION TO:
17 Lockwood Drive, Suite 400 404 KING STREET PERIOD FROM 09/01/2018
Charleston, SC 29401 CHARLESTON, SC 29403 PERIOD TO 09/30/2018
CONTRACTOR Balfour Beatty Construction, LLC ARCHITECT WINFORD LINDSAY ARCHITECT VENDOR #:
ADDRESS 1930 Camden Rd ADDRESS 344 West Pike Street ARCHITECTS
Charlotte, NC 28203 LAWRENCEVILLE, GA 30046 PROJECT NO
CONTRACT THE HOTEL AT MARION SQUARE PHONE # 770-407-5796
(Project #13026000)

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY			
Change Orders approved in previous months by Owner	ADDITIONS	DEDUCTIONS	
TOTAL	\$ 5,486,260.37		
Approved this Month			
No. Date Approved			
18	\$ 64,374.46		
TOTALS	\$ 64,374.46	\$	
Net change by Change Orders:	\$ 5,550,634.83		

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

CONTRACTOR: Balfour Beatty Construction, LLC.

By: 

Date: 9/28/18



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

1. ORIGINAL CONTRACT SUM \$ 59,344,747.00
2. Net change by Change Orders \$ 5,550,634.83
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 64,895,381.83
4. TOTAL COMPLETED & STORED TO DATE \$ 63,455,333.40
(Column G on G703)
5. RETAINAGE: Completed Work \$ 3,459,672.94
a. Stored Materials \$ 1,270.10
b. Total Retainage (Line 5a + 5b or Total in Column J of G703) \$ 3,460,943.04

6. TOTAL EARNED LESS RETAINAGE \$ 59,994,390.35
(Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 59,503,503.36
8. CURRENT PAYMENT DUE \$ 490,886.99
9. BALANCE TO FINISH, PLUS RETAINAGE \$ 4,900,991.48
(Line 3 less Line 6)

State of: South Carolina County of: Charleston
Subscribed and sworn to before me this 28 day of September 2018
Notary Public: Nicholas Wegener
My commission expires: 07/22/2026

AMOUNT CERTIFIED \$ 490,886.99
(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT: WINFORD LINDSAY ARCHITECT

By:  Date: 10.13.18
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

G702-1983



LINE	WORK DESCRIPTION	COMMITMENT VALUES			WORK COMPLETED		TOTAL COMPLETE AND STORED TO DATE /D + E1	% COMPLETE /E/C2	BALANCE TO FINISH /C3 + E3	RETAINAGE
		ORIGINAL AMOUNT	CHANGE ORDERS	BUDGET TRANSFERS	CURRENT AMOUNT	FROM PREVIOUS APPLICATION				
1	GENERAL CONDITIONALS (24 months)	2,316,655.00		44,247.00	2,360,902.00	3,251,281.00	3,251,281.00	100.0%	-	160,000.00
2	GENERAL									
3	SUBCONTRACTS / COST OF WORK									
4	STAGING AND LOGISTICS	621,074.00			621,074.00	816,224.16	816,224.16	99.7%	2,468.84	40,000.00
5	GENERAL TRAVEL	875,633.00			875,633.00	634,705.15	634,705.15	78.7%	160,585.32	87,754.30
6	GENERAL TRAVEL	1,602,484.00			1,602,484.00	1,602,484.00	1,602,484.00	100.0%	-	60,275.11
7	GENERAL TRAVEL	1,602,484.00			1,602,484.00	1,602,484.00	1,602,484.00	100.0%	-	60,275.11
8	GENERAL TRAVEL	1,602,484.00			1,602,484.00	1,602,484.00	1,602,484.00	100.0%	-	60,275.11
9	GENERAL TRAVEL	1,602,484.00			1,602,484.00	1,602,484.00	1,602,484.00	100.0%	-	60,275.11
10	GENERAL TRAVEL	1,602,484.00			1,602,484.00	1,602,484.00	1,602,484.00	100.0%	-	60,275.11
11	GENERAL TRAVEL	1,602,484.00			1,602,484.00	1,602,484.00	1,602,484.00	100.0%	-	60,275.11
12	GENERAL TRAVEL	1,602,484.00			1,602,484.00	1,602,484.00	1,602,484.00	100.0%	-	60,275.11
13	GENERAL TRAVEL	1,602,484.00			1,602,484.00	1,602,484.00	1,602,484.00	100.0%	-	60,275.11
14	GENERAL TRAVEL	1,602,484.00			1,602,484.00	1,602,484.00	1,602,484.00	100.0%	-	60,275.11
15	GENERAL TRAVEL	1,602,484.00			1,602,484.00	1,602,484.00	1,602,484.00	100.0%	-	60,275.11
16	GENERAL TRAVEL	1,602,484.00			1,602,484.00	1,602,484.00	1,602,484.00	100.0%	-	60,275.11
17	GENERAL TRAVEL	1,602,484.00			1,602,484.00	1,602,484.00	1,602,484.00	100.0%	-	60,275.11
18	GENERAL TRAVEL	1,602,484.00			1,602,484.00	1,602,484.00	1,602,484.00	100.0%	-	60,275.11
19	GENERAL TRAVEL	1,602,484.00			1,602,484.00	1,602,484.00	1,602,484.00	100.0%	-	60,275.11
20	GENERAL TRAVEL	1,602,484.00			1,602,484.00	1,602,484.00	1,602,484.00	100.0%	-	60,275.11
21	GENERAL TRAVEL	1,602,484.00			1,602,484.00	1,602,484.00	1,602,484.00	100.0%	-	60,275.11
22	GENERAL TRAVEL	1,602,484.00			1,602,484.00	1,602,484.00	1,602,484.00	100.0%	-	60,275.11
23	GENERAL TRAVEL	1,602,484.00			1,602,484.00	1,602,484.00	1,602,484.00	100.0%	-	60,275.11
24	GENERAL TRAVEL	1,602,484.00			1,602,484.00	1,602,484.00	1,602,484.00	100.0%	-	60,275.11
25	GENERAL TRAVEL	1,602,484.00			1,602,484.00	1,602,484.00	1,602,484.00	100.0%	-	60,275.11
26	GENERAL TRAVEL	1,602,484.00			1,602,484.00	1,602,484.00	1,602,484.00	100.0%	-	60,275.11
27	GENERAL TRAVEL	1,602,484.00			1,602,484.00	1,602,484.00	1,602,484.00	100.0%	-	60,275.11
28	GENERAL TRAVEL	1,602,484.00			1,602,484.00	1,602,484.00	1,602,484.00	100.0%	-	60,275.11
29	GENERAL TRAVEL	1,602,484.00			1,602,484.00	1,602,484.00	1,602,484.00	100.0%	-	60,275.11
30	GENERAL TRAVEL	1,602,484.00			1,602,484.00	1,602,484.00	1,602,484.00	100.0%	-	60,275.11
31	GENERAL TRAVEL	1,602,484.00			1,602,484.00	1,602,484.00	1,602,484.00	100.0%	-	60,275.11
32	GENERAL TRAVEL	1,602,484.00			1,602,484.00	1,602,484.00	1,602,484.00	100.0%	-	60,275.11
33	GENERAL TRAVEL	1,602,484.00			1,602,484.00	1,602,484.00	1,602,484.00	100.0%	-	60,275.11
34	GENERAL TRAVEL	1,602,484.00			1,602,484.00	1,602,484.00	1,602,484.00	100.0%	-	60,275.11
35	GENERAL TRAVEL	1,602,484.00			1,602,484.00	1,602,484.00	1,602,484.00	100.0%	-	60,275.11
36	GENERAL TRAVEL	1,602,484.00			1,602,484.00	1,602,484.00	1,602,484.00	100.0%	-	60,275.11
37	GENERAL TRAVEL	1,602,484.00			1,602,484.00	1,602,484.00	1,602,484.00	100.0%	-	60,275.11
38	GENERAL TRAVEL	1,602,484.00			1,602,484.00	1,602,484.00	1,602,484.00	100.0%	-	60,275.11
39	GENERAL TRAVEL	1,602,484.00			1,602,484.00	1,602,484.00	1,602,484.00	100.0%	-	60,275.11
40	GENERAL TRAVEL	1,602,484.00			1,602,484.00	1,602,484.00	1,602,484.00	100.0%	-	60,275.11
41	GENERAL TRAVEL	1,602,484.00			1,602,484.00	1,602,484.00	1,602,484.00	100.0%	-	60,275.11
42	GENERAL TRAVEL	1,602,484.00			1,602,484.00	1,602,484.00	1,602,484.00	100.0%	-	60,275.11
43	GENERAL TRAVEL	1,602,484.00			1,602,484.00	1,602,484.00	1,602,484.00	100.0%	-	60,275.11
44	GENERAL TRAVEL	1,602,484.00			1,602,484.00	1,602,484.00	1,602,484.00	100.0%	-	60,275.11
45	GENERAL TRAVEL	1,602,484.00			1,602,484.00	1,602,484.00	1,602,484.00	100.0%	-	60,275.11
46	GENERAL TRAVEL	1,602,484.00			1,602,484.00	1,602,484.00	1,602,484.00	100.0%	-	60,275.11
47	GENERAL TRAVEL	1,602,484.00			1,602,484.00	1,602,484.00	1,602,484.00	100.0%	-	60,275.11
48	GENERAL TRAVEL	1,602,484.00			1,602,484.00	1,602,484.00	1,602,484.00	100.0%	-	60,275.11
49	GENERAL TRAVEL	1,602,484.00			1,602,484.00	1,602,484.00	1,602,484.00	100.0%	-	60,275.11
50	GENERAL TRAVEL	1,602,484.00			1,602,484.00	1,602,484.00	1,602,484.00	100.0%	-	60,275.11
51	GENERAL TRAVEL	1,602,484.00			1,602,484.00	1,602,484.00	1,602,484.00	100.0%	-	60,275.11
52	GENERAL TRAVEL	1,602,484.00			1,602,484.00	1,602,484.00	1,602,484.00	100.0%	-	60,275.11
53	GENERAL TRAVEL	1,602,484.00			1,602,484.00	1,602,484.00	1,602,484.00	100.0%	-	60,275.11
54	GENERAL TRAVEL	1,602,484.00			1,602,484.00	1,602,484.00	1,602,484.00	100.0%	-	60,275.11
55	GENERAL TRAVEL	1,602,484.00			1,602,484.00	1,602,484.00	1,602,484.00	100.0%	-	60,275.11
56	GENERAL TRAVEL	1,602,484.00			1,602,484.00	1,602,484.00	1,602,484.00	100.0%	-	60,275.11
57	GENERAL TRAVEL	1,602,484.00			1,602,484.00	1,602,484.00	1,602,484.00	100.0%	-	60,275.11
58	GENERAL TRAVEL	1,602,484.00			1,602,484.00	1,602,484.00	1,602,484.00	100.0%	-	60,275.11
59	GENERAL TRAVEL	1,602,484.00			1,602,484.00	1,602,484.00	1,602,484.00	100.0%	-	60,275.11
60	GENERAL TRAVEL	1,602,484.00			1,602,484.00	1,602,484.00	1,602,484.00	100.0%	-	60,275.11
61	GENERAL TRAVEL	1,602,484.00			1,602,484.00	1,602,484.00	1,602,484.00	100.0%	-	60,275.11
62	GENERAL TRAVEL	1,602,484.00			1,602,484.00	1,602,484.00	1,602,484.00	100.0%	-	60,275.11
63	GENERAL TRAVEL	1,602,484.00			1,602,484.00	1,602,484.00	1,602,484.00	100.0%	-	60,275.11
64	GENERAL TRAVEL	1,602,484.00			1,602,484.00	1,602,484.00	1,602,484.00	100.0%	-	60,275.11
65	GENERAL TRAVEL	1,602,484.00			1,602,484.00	1,602,484.00	1,602,484.00	100.0%	-	60,275.11
66	GENERAL TRAVEL	1,602,484.00			1,602,484.00	1,602,484.00	1,602,484.00	100.0%	-	60,275.11
67	GENERAL TRAVEL	1,602,484.00			1,602,484.00	1,602,484.00	1,602,484.00	100.0%	-	60,275.11

A	B	C			D		E		F	G		H	I	J
		ORIGINAL AMOUNT	CHANGE ORDERS	BUDGET TRANSFERS	CURRENT AMOUNT	FROM PREVIOUS APPLICATION	THIS PERIOD	STORED MATERIALS		TOTAL COMPLETE AND STORED TO DATE (D + E)	% COMPLETE (G/C)		BALANCE TO FINISH (J-I)	
68	Construction Change Directive - September Draw	55,446,624.00	60,720.61	(60,720.61)	55,486,904.39	55,431,100.73	440,573.44	12,707.00	-	56,868,174.57	97.2%	1,206,312.42	3,287,104.32	-
69	CONSTRUCTION CONTINGENCY (2.5%)	1,000,000.00	-	(66,741.45)	933,258.55	742,042.55	-	-	-	742,042.55	74.6%	250,000.00	27,107.33	-
70	SPECIALTY SPACE SUPERVISION - HUB	100,000.00	-	-	100,000.00	62,000.31	61.02	-	-	62,000.31	100.0%	100,000.00	-	-
71	GENERAL LIABILITY INSURANCE (1%)	505,500.00	57,357.91	-	562,857.91	742,511.55	750.13	-	-	743,261.68	100.0%	-	-	-
72	BURGLAR (1.25%)	670,160.00	71,111.00	-	741,271.00	61,267,872.54	441,970.12	12,707.00	-	62,719,842.66	97.4%	1,656,312.42	3,287,104.32	-
73	FEE (2.5%)	1,451,502.00	148,242.40	(0.00)	1,600,242.40	1,544,842.91	21,146.78	-	-	1,565,989.69	97.4%	33,032.91	156,640.97	-
74	PRECONSTRUCTION COST	53,557,288.00	5,550,024.33	(0.00)	59,107,312.33	61,271,716.45	441,526.25	12,707.00	-	62,713,243.70	97.4%	1,095,044.43	3,465,943.34	-
75	PRECONSTRUCTION FEE	64,778.00	-	(0.00)	64,778.00	64,778.00	-	-	-	64,778.00	100.0%	-	-	-
76	TOTAL COST WITH PRECON	53,594,767.00	5,550,024.33	(0.00)	59,142,089.33	61,336,494.45	441,526.25	12,707.00	-	62,778,020.70	97.4%	1,095,044.43	3,465,943.34	-
77	BUYOUT REDUCTION CONTRIBUTION	(20,000.00)	-	(0.00)	(19,999.99)	61,316,494.45	441,526.25	12,707.00	-	62,768,020.70	97.4%	1,095,044.43	3,465,943.34	-
78	GRAND TOTAL	\$3,242,472.00	\$,550,024.33	(0.00)	\$4,392,496.33	61,316,494.45	441,526.25	12,707.00	-	\$4,405,202.70	97.4%	1,095,044.43	3,465,943.34	-

**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 \$490,886.99 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 as well as Open and/or Pending Change Orders as identified on the attached Exhibit "XX" HMS Master Request for Change Order Log dated September 28, 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 30 day of September, excluding the items identified herein above, if any.

The current Contract Sum is: \$ 64,895,381.83

The cumulative amount paid to Contractor to date is: \$ 59,503,503.36

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 September, 2018.

Signed, sealed and delivered
in the presence of:



Signature
Nicholas Wegener
Print Name

STATE OF SC

COUNTY OF Charleston

Balfour Beatty Construction, LLC
a Delaware limited liability company



Signature
Nick Starceric, Proj. Manager
Print Name & Title



The foregoing instrument was acknowledged before me this 28 day of September, 2018 by starceric, 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

BALFOUR BEATTY CONSTRUCTION		
HMS REMAINING MILESTONES SEPTEMBER 27, 2018		
#	MILESTONES	FINISH DATE
1	TCO / HOTEL OPENING	15-Nov-18*
2	ALL SHUTTERS COMPLETED	23-Nov-18
3	ARCH / ENGINEER PUNCH & REPAIRS @ LEVELS 1,2 & 9	26-Oct-18
4	KITCHEN BURN IN - Owner - TCO	16-Nov-18
5	Requested Conditional approval for Burn-in/Staging/training with FM and City approval	15-Oct-18
6	GUEST ROOMS READY FOR TURNOVER - Without Managers apartment	5-Oct-18
7	MANAGERS APARTMENT COMPLETION	15-Nov-18
8	POOL DHEC FINAL	12-Oct-18
9	ALL RADIO'S & COMMUNICATIONS COMPLETE -Owner - need for Life Safety/Fire final CO	13-Nov-18
10	HOTEL LIFE SAFETY INSPECTION COMPLETE - ALARM FINAL	14-Nov-18
11	BUILDING FINAL INSPECTION	15-Nov-18
12	HEALTH INSPECTION - DHEC KITCHENS 1,2	3-Oct-18
13	HEALTH INSPECTION - DHEC KITCHENS patisserie, concierge, bar 148, camelias	17-Oct-18
14	HEALTH INSPECTION - DHEC KITCHENS/BAR 9th floor	2-Nov-18
15	ELEVATOR FINAL TEST & ACCEPTANCE (STATE) FREIGHT	5-Oct-18
16	ELEVATOR FINAL TEST & ACCEPTANCE (STATE) PASSANGER (ELEVATOR #1 THRU 5)	19-Oct-18
17	ENGINEERING FINAL	19-Oct-18
18	PARKS FINAL - Pending light Pole move	19-Oct-18
19	B.A.R. FINAL CO (TBD - PENDING CCD'S)	
20	B.A.R. TCO	14-Nov-18
21	COMPLETE BALANCE OF FINISHES/PUNCH @ MANAGER'S APT	15-Nov-18
22	COMPLETE SPECIALTY DOORS AT BALLROOM	8-Nov-18
23	COMPLETE BALANCE OF HARDSCAPES @SOUTHEAST ELEV (MOCK UP LOCATION)	19-Oct-18

Stored Materials Inventory

Form #4b

BORROWER:	Library and Associates, LLC	DATE:	9/28/2018
PROJECT NAME:	The Hotel at Marion Square	DRAW #	42
GENERAL CONTRACTOR	Balfour Beatty Construction, LLC	PERIOD ENDING DATE:	9/30/2018

Item No.	Trade	Location of Storage	Subcontractor or Material Supplier	Opening Inventory	Inventory Additions This Period	Inventory Usage This Period	Closing Inventory	Retainage Required
	Misc Steel	Kyle, TX	MSI, Inc	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Pools	New Albany, IN	Chester Pools	\$77,350.00	\$0.00	\$0.00	\$77,350.00	\$7,735.00
	Roofing	Raleigh, NC	Baker Roofing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Decorative Metal	White House, TN	Tate Ornamental	\$25,500.00	\$0.00	\$16,000.00	\$9,500.00	\$950.00
	Electrical	N. Charleston, SC	Watson Elect	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Millwork (Guestrooms)	Ladson, SC	Low Country	\$33,180.00	\$12,701.00	\$1,013.00	\$44,867.00	\$4,486.70
	Millwork (L1, L2, L9)	Ladson, SC	Low Country	\$2,327.00	\$0.00	\$2,327.00	\$0.00	\$0.00
	Hard Tile	Lexington, SC	David Allen	\$9,652.41	\$0.00	\$9,652.41	\$0.00	\$0.00
	Kitchen Equipment	Winston Salem, NC	Trimark	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Windows	York, PA	1 st Choice Glass	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	HVAC / Plumbing	Florence, SC	BMCC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Smoke Guards	Pineville, NC	Maxson	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Artistic	Charlotte, NC	Superior Stone	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Landscape	Mt. Pleasant, SC	Pleasant Places	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Flooring	Charleston, SC	Flooring Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	TOTALS			\$148,009.41	\$12,701.00	\$28,992.41	\$131,717.00	\$13,171.70

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Stored Materials Inventory**Form #4b**

BORROWER:	Library and Associates, LLC	DATE:	9/28/2018
PROJECT NAME:	The Hotel at Marion Square	DRAW #	42
GENERAL CONTRACTOR	Balfour Beatty Construction, LLC	PERIOD ENDING DATE:	9/30/2018

Item No.	Trade	Location of Storage	Subcontractor or Material Supplier	Opening Inventory	Inventory Additions This Period	Inventory Usage This Period	Closing Inventory	Retainage Required
	Misc Steel	Kyle, TX	MSI, Inc	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Pools	New Albany, IN	Chester Pools	\$77,350.00	\$0.00	\$0.00	\$77,350.00	\$7,735.00
	Roofing	Raleigh, NC	Baker Roofing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Decorative Metal	White House, TN	Tate Ornamental	\$25,500.00	\$0.00	\$16,000.00	\$9,500.00	\$950.00
	Electrical	N. Charleston, SC	Watson Elect	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Millwork (Guestrooms)	Ladson, SC	Low Country	\$33,180.00	\$12,701.00	\$1,013.00	\$44,867.00	\$4,486.70
	Millwork (L1, L2, L9)	Ladson, SC	Low Country	\$2,327.00	\$0.00	\$2,327.00	\$0.00	\$0.00
	Hard Tile	Lexington, SC	David Allen	\$9,652.41	\$0.00	\$9,652.41	\$0.00	\$0.00
	Kitchen Equipment	Winston Salem, NC	Trimark	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Windows	York, PA	1 st Choice Glass	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	HVAC / Plumbing	Florence, SC	BMCC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Smoke Guards	Pineville, NC	Maxson	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Arristile	Charlotte, NC	Superior Stone	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Landscape	Mt. Pleasant, SC	Pleasant Places	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Flooring	Charleston, SC	Flooring Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	TOTALS			\$148,009.41	\$12,701.00	\$28,992.41	\$131,717.00	\$13,171.70

Balfour Beatty

Construction

Owner – Architect Notification Log – September 2018

The Hotel at Marion Square

Delay Notification Log

1. CETCO added Detail Delay at CAP Beam	Submitted – time extension rejected
2. MOD 1 & 2 Delay	Submitted – time extension rejected
1000 Year Storm 20 Day Delay	Schedule Extension Granted in RCO 027. BBC to resubmit cost impact.
3. Design & BIM Conflict Delay	Submitted a notification of design delays. No request for time extension yet
4. MOD 3 Design Change Delay	Submitted – notification of design delays. No request for time extension yet
5. WITHDRAWN	
6. Notification of Delay – Guestroom Finishes	Submitted – BBC to submit request for time extension.
7. Level 6 Structure Delay	Submitted - Architect response received, mediation held 5/30/17.
a. Amendment submitted including L8 and L9	Submitted amended claim on 5/26/17 and response to arch on 12/22/17.
8. Hurricane Matthew Delay	Submitted – No response received
9. Hurricane Matthew Emergency Prep Cost Notice	No time extension granted. BBC to submit cost impact.
10. Notification of Delay – Guestroom Plumbing Fixtures	Notice submitted, BBC to reconcile impact
11. Notification of Delay – Elevator Finish Selection	Notice submitted, BBC to reconcile impact
12. Notification of Delay and Cost Impact – OFCI Light Fixtures	Notice submitted, BBC to reconcile impact once all information is received
13. Notification of Delay and Cost Impact – Patisserie	Notice submitted, BBC to reconcile impact
14. Notification of Delay and Cost Impact – Hardware	Notice submitted on 6/27/17. BBC to reconcile impact
15. Notification of Delay and Cost Impact – Millwork	Multiple Delay, BBC reconciling impact as scope is clarified.
16. Notification of Delay and Cost Impact – Hurricane Irma	Notice and Claim submitted, remains open.
17. Notice of Delay – South Patio	Notice Submitted, owner Redesigned Patio, scope still unknown.
18. Notice of Delay – Wood Flooring Selection	Pending Submission. BBC to reconcile impact.
19. Notice of Delay and Cost Impact – Rooftop Cabanas	Notice Submitted, Owner Redesigned Casework, BBC to reconcile impact.
20. CCDs 002 – 040 – Various Impacts of Ongoing Changes	Delays to be reconciled. Notice included in fully executed CCDs.

118 Park of Commerce Drive, Suite 111
Savannah, GA 31405
(706)338-5773
b.feemster@multivista.com
http://www.multivista.com



Low Country Documentation Services
118 Park of Commerce Dr., Suite 111, Savannah, GA 31405
T: (706) 338 - 5773 F: (678) 691-8729
b.feemster@multivista.com www.multivista.com

INVOICE

BILL TO

Tim Spano
306 Meeting St., Suite 300,
Charleston, SC 29401
28203 USA

INVOICE # 3329

DATE 06/18/2018

DUE DATE 07/18/2018

TERMS Net 30

JOB NAME

Hotel at Marion Square

MVID

34952

ACTIVITY

Monthly Documentation Services
Exterior Progressions every 30 minutes on
Monday, July 18th

AMOUNT

2,400.00

Remit to address:

118 Park of Commerce Drive
Suite 111
Savannah, Ga 31405

BALANCE DUE

\$2,400.00

need co. pay app

Balfour Beatty
 Construction

Request for Payment

 Pay Request # 3
 Work Performed Through: 09/30/18

 Subcontractor's Name Low Country Documentation Services
 Subcontractor's Address 118 Park of Commerce Dr. Suite 111
Savannah, GA 31405
 Phone Number 706-338-5773
 Fax Number _____

 Project Name: Hotel at Marion Square Job No.: 13026100
 Owner: Library Associates, LLC

 Date: 09/18/18

Description of Work:	<u>Const. Documentation</u>
Original Contract Amount	<u>\$2,850.00</u>
Change Order Total	<u>\$4,900.00</u>
Through C/O # <u>0</u>	
Total Revised Contract	<u>\$7,750.00</u>
Previous Work Performed to Date(SSR)	<u>\$5,350.00</u>
Value of Materials Stored On Site	<u>\$0.00</u>
Value of Materials Stored Off Site	<u>\$0.00</u>
Current Month Gross	<u>\$2,400.00</u>
New Work Performed to Date	<u>\$7,750.00</u>
Less <u>0</u> % Retainage	<u>\$0.00</u>
Amount Earned to Date	<u>\$7,750.00</u>
Less Previous Net Billings	<u>\$5,350.00</u>
Less Adjustments/Joint Checks	<u>\$0.00</u>
Less Pending Back Charges	<u>\$0.00</u>
Total Amount this Requisition	<u>\$2,400.00</u>

Subcontract ☒	Purchase Order ☐
Other Contract Type _____	
Unit Price ☐	Lump Sum ☒
Bonded ☐	Unbonded ☒
Subguard ☐	Alternate Plan ☐
Contract Increased 20%?	Y ☒ N ☐
If yes, bond rider received	Y ☐ N ☐
EEO Reports Current	Y ☐ N ☐
Certified Payrolls Current	Y ☐ N ☐
Insurance Status	<u>Finalized</u>
Insurance Expiration Date	<u>02/12/19</u>
Release Attached	Y ☐ N ☐
Tier/Supplier Release	Y ☐ N ☐
if Required	Y ☐ N ☐
Reducing Retention	Y ☐ N ☐
If reducing retainage, reducing	From ☐ To ☒
Consent of Surety for retention	Y ☐ N ☐
reduction if bonded	
New materials stored off site	Y ☐ N ☒
If yes, attach stored materials checklist	
Final Payment	Y ☐ N ☒
If yes, see attached checklist	

For Balfour Beatty Use Only:

CO #	Vendor #	Job #	Contract No.
<u>50840</u>	<u>2729156</u>	<u>13026100</u>	<u>527243</u>
Date	Invoice #	Description	
<u>09/30/18</u>	<u>13026100 - 03</u>	<u>13026100 . PE# 03 . 180930</u>	
Gross Amount		Retainage Amt	Net Amount
<u>\$2,400.00</u>		<u>\$120.00</u>	<u>\$2,400.00</u>
Trade Account?	Tax Code	Pay Item & Cost Code	Accrue Tax?
<u>NO</u>		<u>100.10129000 40</u>	<u>NO</u>
Held Codes: <u>03- COND FINAL</u> <u>Need Change order for \$2,400.00</u>			

Approvals:

PM / Date

 CA 09/18/18
 PA / Date

APA / Date

Ashe, Candice

From: Starcevic, Nicholas
Sent: Monday, September 17, 2018 10:53 AM
To: Ashe, Candice
Subject: FW: Invoice from Low Country Documentation Services LLC (DBA Low Country Documentation Services, DBA Multivista)
Attachments: Invoice_3329_from_Low_Country_Documentation_Services_DBA_Multivista.pdf

Candice

Please see the attached invoice and code to 13026100.10129000.

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

Build to Last

Lean. Expert. Trusted. Safe.

From: Low Country Documentation Services, DBA Multivista [mailto:quickbooks@notification.intuit.com]

Sent: Monday, June 18, 2018 6:32 PM

To: Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>

Cc: b.feemster@multivista.com

Subject: Invoice from Low Country Documentation Services LLC (DBA Low Country Documentation Services, DBA Multivista)



Your invoice is attached. Please remit payment at your earliest convenience.
 Thank you for your business - we appreciate it very much.

Sincerely,

Low Country Documentation Services LLC (DBA Low Country Documentation Services,
 DBA Multivista)

INVOICE 3329 DETAILS

DUE 07/18/2018

\$2,400.00

Print or save

Powered by QuickBooks

Bill to

Tim Spano
306 Meeting St., Suite 300, Charleston, SC
29401
28203 USA

Terms

Net 30

Job name

Hotel at Marion Square

Mvid

34952

Monthly Documentation Services

\$2,400.00

Exterior Progressions every 30 minutes on Monday, July 18th

Balance due \$2,400.00

Remit to address:
118 Park of Commerce Drive
Suite 111
Savannah, Ga 31405

Print or save

118 Park of Commerce Drive, Suite 111 Savannah, GA 31405

(706)338-5773

b.feemster@multivista.com

<http://www.multivista.com>

If you receive an email that seems fraudulent, please check with the business owner before paying, or you can forward the email to spoof@intuit.com so we can look into it. Your security is important to us. Read more at security.intuit.com.



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D Bush Wallcovering
3627 Starwood Trail
Lilburn, GA 300472421

Invoice

Date	Invoice #
9/25/2018	3260

Bill To
Balfour Beatty US

Description		Amount
11 murals	Hotel Bennett	14,380.00
Total		\$14,380.00

R - 6933

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

Balfour Beatty
Construction

Request for Payment

Pay Request # 1
Work Performed Through: 09/30/18

Subcontractor's Name AAA Southern States Cleaning
Subcontractor's Address 8085 Lanier Drive
Cumming, GA 30041
Phone Number _____
Fax Number _____

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

Description of Work: Cleaning
Original Contract Amount \$53,700.00
Change Order Total \$0.00
Through C/O # 0
Total Revised Contract \$53,700.00
Previous Work Performed to Date(SSR) \$0.00
Value of Materials Stored On Site \$0.00
Value of Materials Stored Off Site \$0.00
Current Month Gross \$53,700.00
New Work Performed to Date \$53,700.00
Less 10% Retainage \$5,370.00
Amount Earned to Date \$48,330.00
Less Previous Net Billings \$0.00
Less Adjustments/Joint Checks \$0.00
Less Pending Back Charges \$0.00
Total Amount This Requisition \$48,330.00

For Balfour Beatty Use Only:

CO #	Vendor #	Job #	Contract No.
		13026400	
Date	Invoice #	Description	
09/30/18	13026400 - 01	13026400 . PE# 01 . 18.09	
Gross Amount		Retainage Amt	Net Amount
\$53,700.00			\$48,330.00
Trade Account?	Tax Code	Pay Item & Cost Code	Accrue Tax?
NO			NO
Hall Codes: _____ Owner Waiver LT Sched PM App/OF			

Subcontract ☒ Purchase Order ☐

Other Contract Type _____

Unit Price ☐ Lump Sum ☒
Bonded ☐ Unbonded ☒

Subguard ☐ Alternate Plan ☐

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

Insurance Status Financed-All Projects
Insurance Expiration Date 01/31/19

Release Attached Y ☐ N ☐
Tier/Supplier Release Y ☐ N ☐
If Required
Reducing Retention Y ☐ N ☐

If reducing retainage, reducing From ☐ To ☒
Consent of Surety for retention reduction if bonded Y ☐ N ☐
New materials stored off site Y ☐ N ☒
If yes, attach stored materials checklist

Final Payment Y ☐ N ☒
If yes, see attached checklist

Owner Billing Number 13

Owner Payment Rec'd Date: _____

Payment Terms: Pay When Paid

Pay Select # _____

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

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

1930 CAMDEN ROAD, SUITE 280
CHARLOTTE, NC 28203

Charleston, SC 29403

FROM: AAA SOUTHERN STATES CLEANING, INC
8085 LANIER DRIVE
CUMMING, GA 30041

PAGE ONE OF 3 PAGES

Distribution To:

☐ OWNER☐ ARCHITECT
☐ CONSTRUCTION

MANAGER

☐ ☐

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

- | | | |
|-----|--|-------------|
| 1. | ORIGINAL CONTRACT SUM | \$53,700.00 |
| 2. | Net Change BY Change Orders | \$0.00 |
| 3. | CONTRACT SUM TO DATE (Line 1 ± 2) | \$53,700.00 |
| 4. | TOTAL COMPLETED & STORED TO DATE
(Column G on attached Continuation Sheet) | \$53,700.00 |
| 5. | RETAINAGE:
a. <u>10</u> % of Completed Work
(Columns D + E on Continuation Sheet)
b. <u>10</u> % of Stored Material
(Column F of Continuation Sheet) | |
| 6. | Total Retainage (Line 5a + 5b or
Total in Column I of Continuation Sheet) | \$5,370.00 |
| 7. | TOTAL EARNED LESS RETAINAGE
(Line 4 less Line 5 Total) | \$48,330.00 |
| 8. | LESS PREVIOUS CERTIFICATES FOR PAYMENT | \$0.00 |
| 9. | CURRENT PAYMENT DUE | \$48,330.00 |
| 10. | BALANCE TO FINISH INCLUDING RETAINAGE
(Line 3 less Line 6) | \$5,370.00 |

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this month		
NET CHANGES by Change Order		

SEP 14 2018

CONTRACT DATE: 11/03/2017

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

CONTRACTOR:

By: Angela Smith

Date: 8-28-18

State of: Georgia County of: Blackley
Subscribed and sworn to before me this 27th day of August
Notary Public: [Signature] 2018

2018

My commission expires: 11-7-14

County of: Bleckley
 day of August
19th

LISA G HIGNUTT
NOTARY PUBLIC

BLECKLEY COUNTY

CONSTRUCTION MANAGER'S CERTIFICATE FOR PAYMENT
NY Commission Expires November 7, 2019

comprising this application, the Construction Manager/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 Document, and the Trade Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

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

CONSTRUCTION MANAGER: BALFOUR BEATTY CONSTRUCTION, LLC

By:

Dates:

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

CONTINUATION SHEET

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: 01
APPLICATION DATE: 08/28/2018
PERIOD TO: 08/28/2018
PROJECT NO: 13026000-061

A	B	C	D	E	F	G		H	I
#	Description of Work	Scheduled Value	Previous Work Complete	Work Completed from This Period	Presently Stored	Total Completed & Stored to Date	%	Balance to Finish	Total Retainage
Floor 3									
01	Clean 1	\$4,475.00	\$0.00	\$4,475.00	\$0.00	\$4,475.00	100.00%	\$0.00	\$447.50
02	Clean 2	\$4,475.00	\$0.00	\$4,475.00	\$0.00	\$4,475.00	100.00%	\$0.00	\$447.50
Floor 3	Subtotal:	\$8,950.00	\$0.00	\$8,950.00	\$0.00	\$8,950.00	100.00%	\$0.00	\$895.00
Floor 4									
01	Clean 1	\$4,475.00	\$0.00	\$4,475.00	\$0.00	\$4,475.00	100.00%	\$0.00	\$447.50
02	Clean 2	\$4,475.00	\$0.00	\$4,475.00	\$0.00	\$4,475.00	100.00%	\$0.00	\$447.50
Floor 4	Subtotal:	\$8,950.00	\$0.00	\$8,950.00	\$0.00	\$8,950.00	100.00%	\$0.00	\$895.00
Floor 5									
01	Clean 1	\$4,475.00	\$0.00	\$4,475.00	\$0.00	\$4,475.00	100.00%	\$0.00	\$447.50
02	Clean 2	\$4,475.00	\$0.00	\$4,475.00	\$0.00	\$4,475.00	100.00%	\$0.00	\$447.50
Floor 5	Subtotal:	\$8,950.00	\$0.00	\$8,950.00	\$0.00	\$8,950.00	100.00%	\$0.00	\$895.00
Floor 6									
01	Clean 1	\$4,475.00	\$0.00	\$4,475.00	\$0.00	\$4,475.00	100.00%	\$0.00	\$447.50
02	Clean 2	\$4,475.00	\$0.00	\$4,475.00	\$0.00	\$4,475.00	100.00%	\$0.00	\$447.50
Floor 6	Subtotal:	\$8,950.00	\$0.00	\$8,950.00	\$0.00	\$8,950.00	100.00%	\$0.00	\$895.00

Floor 7									
01	Clean 1	\$4,475.00	\$0.00	\$4,475.00	\$0.00	\$4,475.00	100.00%	\$0.00	\$447.50
02	Clean 2	\$4,475.00	\$0.00	\$4,475.00	\$0.00	\$4,475.00	100.00%	\$0.00	\$447.50
Floor 7	Subtotal:	\$8,950.00	\$0.00	\$8,950.00	\$0.00	\$8,950.00	100.00%	\$0.00	\$895.00
Floor 8									
01	Clean 1	\$4,475.00	\$0.00	\$4,475.00	\$0.00	\$4,475.00	100.00%	\$0.00	\$447.50
02	Clean 2	\$4,475.00	\$0.00	\$4,475.00	\$0.00	\$4,475.00	100.00%	\$0.00	\$447.50
Floor 8	Subtotal:	\$8,950.00	\$0.00	\$8,950.00	\$0.00	\$8,950.00	100.00%	\$0.00	\$895.00
	GRAND TOTAL	\$53,700.00	\$0.00	\$53,700.00	\$0.00	\$53,700.00	100.00%	\$0.00	\$5,370.00

**Balfour Beatty
Construction**

Exhibit F2

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

The undersigned, AAA Southern States Cleaning, Inc. ("Subcontractor"), pursuant to a
(Name of Subcontractor)
contract or agreement with Balfour Beatty Construction, LLC, ("BBC"),
a subcontractor to BBC or a sub-subcontractor under which
Subcontractor agreed to furnish labor, services, materials and/or equipment ("Work") for the
construction of certain improvements on the work of improvement commonly known as:
Hotel at Marion Square ("Project")
(Name or Description of Project)
which is located at 404 King Street
(Street Address)
in the City of Charleston, and County of Charleston,
and is owned by Library Associates, LLC ("Owner").
(Name of Owner)

Upon receipt by Subcontractor of a check in the sum of \$ 48,330.00,
(Amount to be paid to Subcontractor)
the sufficiency of which is hereby acknowledged and confessed, and when the check has been
properly endorsed and has been paid by the bank on which it is drawn, this document becomes
effective pursuant to which the Subcontractor hereby: (1) waives, releases and relinquishes any
and all liens and claims of lien, actual or potential, and all bonds and bond rights, for the Work
performed, rendered, supplied or furnished by Subcontractor for or with respect to the Project
through August 28, 2018 (the "Release Period"); and, (2) waives, releases
(Insert date through which release is given)
and relinquishes any and all claims for payment for Work performed, rendered, supplied or
furnished by the Subcontractor for or with respect to the Project through the Release Period
including any claims for extended or additional job costs and overhead, lost profits, impact costs
and the like, as well as claims and demands arising from any contended delays, disruptions or
changes to the Work, except with regard to retainage amounts and compensation for extra work
but only to the extent such extra work is specifically identified below:

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

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

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

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

Given under hand and seal this 28th day of August, 2018.

AAA Southern States Cleaning, Inc.
(Company Name)

By: Angela Smith

Its: Billing Manager

STATE OF GEORGIA

COUNTY OF BLECKLEY

The foregoing instrument was signed, sealed and acknowledged before me this 28th day of August, 2018, by the aforesaid representative, having been duly sworn and stating and affirming that he/she is duly authorized to give this Affidavit and that the foregoing statements are true.

Signed: [Signature]
Notary Public

My Commission expires: 11-7-19

LISA G HIGNUTT
NOTARY PUBLIC
BLECKLEY COUNTY
State of Georgia
My Commission Expires November 7, 2019

(Notary Seal)

Updated as of 5/24/2012



AAA SOUTHERN STATES CLEANING, INC.
8085 LANIER DRIVE

CUMMING, GA 30041

INVOICE

Date	Invoice #
8/28/2018	201853

BILL TO:
BALFOUR BEATTY
1930 CAMDEN ROAD
SUITE 280
CHARLOTTE, NC 28203



PROJECT NUMBER	TERMS	REP	PROJECT NAME
13026000-061	NET 30	DYKES	Hotel at Marion Square

Date	# of Hrs/Units	Job Type	Description	Rate Per Hr or Job Type	Amount
8/28/2018	1	Draw #1	Draw #1	53,700.00	53,700.00
8/28/2018	1	Draw #1	Retainage	(5370.00)	(5370.00)
				Subtotal	\$48,330.00
				Balance Due	\$48,330.00

Phone #	Fax #	E-mail	Web Site
(770) 888-5252	(770) 888-5251	carol@southernstatesusa.com	www.southernstatesusa.com

Balfour Beatty
Construction

Request for Payment

Pay Request # **PE21**
Work Performed Through: **09/30/18**

Subcontractor's Name **Gulfstream Construction**
Subcontractor's Address **3820 Faber Place Suite 200**
North Charleston, SC 29405
Phone Number _____
Fax Number _____

Project Name: **Hotel at Marlon Square** Job No.: **13026400**
Owner: **Library Associates, LLC**

Date: **09/25/18**

Description of Work:	Site Work
Original Contract Amount	\$1,270,000.00
Change Order Total	\$233,312.59
Through CO #: 3	
Total Revised Contract	\$1,503,312.59
Previous Work Performed to Date(SSR)	\$1,431,726.70
Value of Materials Stored On Site	\$0.00
Value of Materials Stored Off Site	\$0.00
Current Month Gross	\$58,006.30
New Work Performed to Date	\$1,489,733.00
Less 10 % Retainage	\$66,074.74
Amount Earned to Date	\$1,423,658.26
Less Previous Net Billings	\$1,371,452.59
Less Adjustments/Joint Checks	\$0.00
Less Pending Back Charges	\$0.00
Total Amount this Requisition	\$52,205.67

For Balfour Beatty Use Only:

CO #	Vendor #	Job #	Contract No.
50540	120737	13026400	525440
Date	Invoice #	Description	
09/30/18	13026400 - PE21	13026400 . PE# PE21 . 18.09	
Gross Amount		Retainage Amt	Net Amount
\$58,006.30		\$2,900.32	\$52,205.67
Trade Account?	Tax Code	Pay Item & Cost Code	Accrue Tax?
NO		400.50200000.40	NO
Halt Codes: 02- OWNER FUNDING LT Waivers PM Approval CO'S			

Subcontract ☒ Purchase Order ☐
Other Contract Type _____
Unit Price ☐ Lump Sum ☒
Bonded ☐ Unbonded ☒
Subguard ☐ Alternate Plan ☐
Contract Increased 20%? Y ☐ N ☒
If yes, bond rider received Y ☐ N ☐
EEO Reports Current Y ☐ N ☐
Certified Payrolls Current Y ☐ N ☐

Insurance Status **Finalized**
Insurance Expiration Date **01/22/19**

Release Attached Y ☐ N ☐
Tier/Supplier Release Y ☐ N ☐
If Required
Reducing Retention Y ☐ N ☐

If reducing retainage, reducing From ☐ To ☒
Consent of Surety for retention reduction if bonded Y ☐ N ☐
New materials stored off site Y ☐ N ☒
If yes, attach stored materials checklist

Final Payment Y ☐ N ☒
If yes, see attached checklist

Owner Billing Number **14**

Owner Payment Rec'd Date: _____

Payment Terms: **Pay When Paid**

Pay Select # _____

Approvals: _____ CA 09/25/18
PM / Date PA / Date APA / Date

Barnhart Ballour Beatty

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF TWO PAGES

TO: CONSTRUCTION MANAGER:

PROJECT: HOTEL AT MARION SQUARE

APPLICATION NO:

23

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

FROM CONTRACTOR:

VIA ARCHITECT:

Gulf Stream Construction, Inc.
1903 Technology Dr
Charleston, SC 29492

CONTRACTOR'S CERTIFICATION

PREPARED BY:

#13026000

PREPARED DATE:

01/30/2018

Distribution for:
☒ OWNER
☒ ARCHITECT
☒ INSPECTOR

CONTRACTOR'S APPLICATION FOR PAYMENT

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

The undersigned Construction Manager ("CM") certifies that to the best of the CM's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the CM for Work for which previous Certificates for Payment were issued and payment received from the Owner, and that correct payment should be made due.

DISBURSE

BY:

DATE:

DISBURSE

BY:

DATE:

CONSTRUCTION MANAGER

BY:

DATE: 01/30/18

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT REQUESTED:

\$ 53,205.67

Each application is submitted to the Architect from the common applicant. Initial all items, including application and other communication sheets that are changed to conform with the common applicant ARCHITECT'S:

BY:

DATE:

This Certificate is not negotiable. The AMOUNT REQUESTED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment with the common applicant are subject to the terms and conditions of the Contract Documents and the Contract.

Users may obtain validation of this document by requesting a completed AIA Document G702 - Certification of Document's Authenticity from the Licensee.

CHANGES ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved	100,121.13	50,000
40 percent, monthly by Owner		
Total approved this Month	5,000.00	50,000
TOTALS	\$23,121.13	\$0.00
NET CHANGES by Change Order	\$23,121.13	

Burnett Barbour Beatty

CONTINUATION SHEET

ALA DOCUMENT C703

Page 2 of 2

2

ALA Document C703, APPLICATION AND CERTIFICATION FOR PAYMENT, containing
Contractor's signed certification is required.
By submitting this form, amounts are stated to be accurate and true.
This document is not a contract and does not constitute a contract for the work to be performed.

11

10

APPLICATION NO:

9011

90301

A BID PACKAGE #	B CONTRACTOR	C SCHEDULED VALUE	TOTAL CHANGE ORDERS	Budget Transfer	REVISED CONTRACT	D WORK COMPLETED		F MATERIALS PRESENTLY (NOT IN DOR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G - C)	I BALANCE TO FINISH (C - G)	J RETAINAGE
						FROM PREVIOUS APPLICATION (B+E)	THIS PERIOD (F - E)					
1	Mobilization	31,294.14	-		31,294.14	31,294.14	-	-	31,294.14	100.00%	-	1,594.7
2	Layout & Site Preparation	76,087.55	-		76,087.55	72,283.17	-	-	72,283.17	95.00%	3,804.38	3,814.11
3	Erosion Control	22,557.18	-		22,557.18	22,557.18	-	-	22,557.18	100.00%	-	1,127.81
4	Demolition & Tree Removal	30,867.93	-		30,867.93	30,867.93	-	-	30,867.93	100.00%	-	1,543.41
5	Demolition of Existing Foundations/Slab Allowance	79,999.88	-	(31,799.91)	48,199.97	79,999.88	-	-	79,999.88	100.00%	-	3,999.92
6	Mass Excavation (Earthwork)	488,760.69	-		488,760.69	478,985.48	-	-	478,985.48	98.00%	9,775.21	23,949.2
7	Water & Sewer	168,653.25	-		168,653.25	168,653.25	-	-	168,653.25	100.00%	-	4,829.2
8	Storm Drainage	96,584.95	-		96,584.95	96,584.95	-	-	96,584.95	100.00%	-	2,817.5
9	Mech. Vault	56,350.98	-	(30,214.13)	26,136.85	56,350.98	-	-	56,350.98	100.00%	-	11,449.8
10	Paving	208,178.45	-		208,178.45	187,360.61	20,817.84	-	208,178.45	90.00%	-	533.2
11	Hauling Off Spoils	10,665.00	-		10,665.00	10,665.00	-	-	10,665.00	100.00%	-	-
12	COO1 - Schedule Update 4/11/16	-	-		-	-	-	-	-	-	-	-
13	COO2 Additional Earthwork	-	93,968.14	62,014.04	155,982.18	93,968.14	-	-	93,968.14	100.00%	-	4,888.4
14	COO3 Utility Design Changes	-	42,352.30		42,352.30	42,352.30	-	-	42,352.30	100.00%	-	-
15	COO5 Chandler Change Orders	-	15,239.00		15,239.00	15,239.00	-	-	15,239.00	100.00%	-	382.5
16	COO6 Road Pile Rental Add'l 3 Months	-	6,858.06		6,858.06	6,858.06	-	-	6,858.06	100.00%	-	48.5
17	COO7 1 Spill Shear and Generator for Work on S/S	-	960.00		960.00	960.00	-	-	960.00	100.00%	-	411.2
18	COO7 2 Add Chaser and Generator Pads	-	8,225.00		8,225.00	8,225.00	-	-	8,225.00	100.00%	-	68.7
19	COO7 3 Backfill at Capella Buam- Work Directive	-	1,365.00		1,365.00	1,365.00	-	-	1,365.00	100.00%	-	210.2
20	COO7 4 Clean off Huston Street 9/18/16	-	4,200.00		4,200.00	4,200.00	-	-	4,200.00	100.00%	-	125.1
21	COO7 5 Fence Panel Rental	-	2,500.00		2,500.00	2,500.00	-	-	2,500.00	100.00%	-	29.3
22	COO7 6 Mock Up Footer	-	586.50		586.50	586.50	-	-	586.50	100.00%	-	879.2
23	COO8 1 Temp Road Piles (COR 15, 23, 27)	-	17,597.00		17,597.00	17,597.00	-	-	17,597.00	100.00%	-	71.1
24	COO8 2 EV at Mech. Yard (COR 18)	-	1,423.13		1,423.13	1,423.13	-	-	1,423.13	100.00%	-	42.1
25	COO8 3 Huston Gate Repair (COR 26)	-	850.00		850.00	850.00	-	-	850.00	100.00%	-	-
26	COO9 Mockup Demo (COR 30)	-	37,188.46		37,188.46	-	37,188.46	-	37,188.46	100.00%	-	3,718.1
		1,270,000.00	233,312.59	0.00	1,503,312.59	1,431,728.70	58,008.30	0.00	1,489,733.00	98.10%	13,579.59	66,074.7

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

KNOW ALL MEN BY THESE PRESENTS:

That Gulf Stream Construction (the "Lienor") for and in consideration of the payment of the sum of \$ 52,205.67 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:

See Attached Log For Pending Change Order Requests

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 20th day of September, 2018, excluding the items identified hereinabove, if any.

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

IN WITNESS THEREOF, I have hereunto set my hand seal this 20th day of September, 2018.

Signed, sealed and delivered
in the presence of:

[Signature]
Signature

Shirley guest
Print Name

Gulf Stream Construction Company, Inc.
a South Carolina corporation

[Signature]
Signature

Justin Ballard. Project Manager
Print Name & Title

STATE OF South Carolina

COUNTY OF Charleston

The foregoing instrument was acknowledged before me this 20th day of September, 2018, by Justin Ballard, Project Manager of Gulf Stream Construction Co., Inc., a South Carolina corporation on, on behalf of the corporation. He/she is personally known to me or has produced N/A (type of identification) as identification.

My Commission Expires:

02/01/2024



[Signature]
NOTARY PUBLIC, STATE OF South Carolina

Balfour Beatty
ConstructionTIER RELEASE SCHEDULE

Job Name	HOVAH AT MARION SQUARE
Job #	130250001

Date Prepared: 7/26/2018

PRIME SUB'S NAME	Gulf Stream
Attachment for Pay Req #:	23
for Month Ending:	6/30/2018

A	B	C	D	E	F	G	H	I	J	K
Subcontractor/Suppliers List all subs or suppliers who will perform work for this contract. List Address & Phone Number	Indicate if user is based in county of Project	Notice to Owner Filed? (NTN)	Date NTN Filed:	Bonded Sub? (Yes/No)	Has user billed for work to date? select: (Yes/No)	Cumulative dollar amount billed for work to date:	Tier's most recent invoice is dated through:	Tier's most recent release is dated through: (as noted on releases)	Tier's most recent release is PARTIAL or FINAL? Select One	Comments:
SAMPLE TIER 123 Example Dr. Savannah, NC 27607 919-334-1234	yes - PIT	NO	N/A		YES	\$12,123.00	4/27/2010	3/31/2010	PARTIAL	Final March 2010
Charles Construction Services, LLC 1511 Bailey St Highway Hawley, SC 29646 Telephone Number: 864-227-3221 Fax Number: 864-227-3335	No - Greenwood	NO	NTN	NO	(YES)	\$181,323.34	1/25/17	1/31/17	PARTIAL	FINAL
Sardis Business Construction Company, Inc. 1600 Highway Street North Charleston, SC 29408 Telephone Number: 843-744-1281 Fax Number: 843-654-0085	Yes - Charleston	NO	NTN	NO	(YES)	\$19,560.00	7/31/18	9/30/18	PARTIAL	FINAL
Glenn Farrow Company 3611 Chatham Road Johns Island, SC 29455 Telephone Number: 843-589-1314 Fax Number: 843-589-3223	Yes - Charleston	NO	NTN	NO	(YES)	\$23,405.00	7/18/17	9/30/17	PARTIAL	FINAL
Tara and Surprea, LLC Post Office Box 67519 North Charleston, SC 29418 Telephone Number: 843-698-5419 Fax Number: 843-624-8088	No - Dorchester	NO	NTN	NO	YES				PARTIAL	FINAL
Three Oaks Contracting, LLC P.O. Box 400 Beverly, SC 29470 Telephone Number: 843-564-1315 Fax Number: 843-564-1322	Yes - Charleston	NO	NTN	NO	(YES)	\$79,417.58	5/22/18	7/31/18	PARTIAL	FINAL
NO Supply Warehouse, LLC 4925 Bono Rd. North Charleston, SC 29418 Telephone Number: (843) 746-4396	Yes - Charleston	NO	NTN	NO	(YES)	\$12,585.53	7/17/18	9/30/18	PARTIAL	FINAL
										Changed name to Core & Main, LP

Hotel at MIS - COR Log

CSCC Job #:	151-109
Job Name:	Hotel at Marion Square
Owner:	Laborer Associates, LLC
GC/Contact:	Balfour Beatty Construction / Nick Stancovic
Person:	
CSCC PM:	Justin Hatfield
BASE CONTRACT AMOUNT:	\$1,270,000.00

PM Adj

Updated:	9/20/2018
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CHANGE ORDER REQUEST NO.	DESCRIPTION OF CHANGE ORDER	AMOUNT PENDING	TIME REQUESTED BY DAYS	DATE COR SUBMITTED	AMOUNT APPROVED	DATE COMPLETED	OFFICE NUMBER FOR CONTRACT ITEM NO.	NOTES/COMMENTS	Please Cite to the file
1301	Set Fence and Tree Protection			02/28/15	\$ 4,158.79	04/20/16	1		Values
N/A	Schedule Change			01/07/16	\$ 493,488.14	05/26/16	2		Values
Values	Additional Framework			02/23/16	\$ 42,352.50	06/07/16	3		2-121
4	Utility Design Changes (COK)			08/02/16	\$ -		4		
N/A	MUD 5 Changes			07/15/16	\$ 960,000	10/18/17	7	IBU: called Hippo to request shd steel and operation	
12	Skid Steer and Operator for Work on Alley (6 hours)			06/28/16					
13	Hand off of Fill at East Corridor (500 CY Allowance Overrun)	\$ 1,386.45		06/30/16	\$ 8,225.00	10/18/17	7		
14	Add Filler and Concrete Pads			07/05/16	\$ 1,500.00	04/30/18	8		
15	Steel Plate at Water Meter Vault	\$ 19,189.67		08/30/16					
16	Hudson St Storm Retains (line, mulchline and box return)			09/01/16	\$ 13,230.00	01/19/17	5		
17	Set Value of Chambers ECO - 11, 11, 16 (final)			09/01/16	\$ 1,423.13	04/30/18	8		
18	Extra Concrete Work at Mechanical Yard (3 Casks)			12/06/16	\$ 1,365.00	10/18/17	7		
19	Backfill at Capping Beam - 7, 11, 7, 12, 16 West Direction			12/06/16	\$ 4,200.00	10/18/17	7		
20	Clearing off Hudson St - 9, 16, 16	\$ 820.00		12/06/16					
21	Concrete King St Storm Drain 4" - 11, 10, 16 (5 inch)				\$ 2,500.00	10/18/17	7		
22	Fence Panel Retains (delivered Feb 3)			05/22/17	\$ 9,239.03	04/30/18	8		
23	Temporary Road/Planes - West side of table			05/22/17	\$ 586.80	10/18/17	7		
24	14 11 Concrete			07/10/17	\$ 6,558.06	7/1/17	4	April, May, June (orig C) was for Feb & March	
25	Road Plane Retain Addl 3 Months			07/13/17	\$ 850.00	04/30/18	8	Owner Cost: \$850 - 15% of 5% C.M.F.	2,043
26	Hudson Gate Repair			10/20/17	\$ 6,858.00	04/30/18	8	Owner did not change plans	
27	Road Plane Retain Addl 3 Months (Auto-Sent)								
28	Countdown Revisions	\$ 1,500.00							
29	Raise Fence Train Abutments	\$ 37,188.46		08/17/18			9		
30	Check up dromo	\$ 18,808.30		08/24/18					
31	Hudson St Storm Drain Box	\$ 20,689.67			\$ 1,406,124.13				
REMOVED CONTRACT AMOUNT	Total with EHV included	\$ 1,470,242.92							

R - 6946

1983 Technology Drive 200 ♦ Charleston, South Carolina 29492
 Telephone Number: 843-572-4363 ♦ Fax Number: 843-572-9609
www.gulfstreamconstruction.com

Hotel at Marion Square

Balfour Beatty Construction, LLC
 1930 Camden Rd., Suite 280
 Charlotte NC 28203

Transmittal No. 56

GSCC Job No. 151109.

Owner / GC Project No.: 13026000

Engineer / Architect Project No.: 209007

Via E-Mail

Date: 09/24/2018

To:	Tim Spano	From:	Justin Ballard
Phone:	704-319-4000	Phone:	Gulf Stream Construction Company, Inc. 1983 Technology Drive Charleston, SC 29492
Fax:		Fax:	843-572-4363
E-mail:	timspano@balfourbeattyus.com	E-mail:	843-572-9609 jballard@gulfstreamconstruction.com
CC:	Shawn Sullivan - Gulf Stream Construction Company, Inc. - Phone: 843-572-4363 - Fax: 843-572-9609 Justin Ballard - Gulf Stream Construction Company, Inc. - Phone: 843-572-4363 - Fax: 843-572-9609 Nick Starcevic - Balfour Beatty Construction, LLC - Phone: 704.602.7899 - Fax: Brandon Denney - Balfour Beatty Construction, LLC - Phone: - Fax: Alee Dooley - Balfour Beatty Construction, LLC - Phone: - Fax: Gina McClure - Balfour Beatty Construction, LLC - Phone: - Fax:		

Attached and/or enclosed are the following documents.

NO.	DOCUMENT #	COPIES	STATUS	REMARKS
1	:Payment Application No. 23	1	New	For review and payment

Notes:

Justin Ballard
Project Manager

Balfour Beatty
 Construction

Request for Payment

 Pay Request # 20
 Work Performed Through: 09/30/18

 Subcontractor's Name Tate Ornamental, Inc
 Subcontractor's Address 498 Sage Road
White House, TN 37188
 Phone Number _____
 Fax Number _____

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

Description of Work:	<u>Ornamental Metals</u>
Original Contract Amount	<u>\$521,000.00</u>
Change Order Total	<u>-\$20,461.99</u>
Through C/O #: <u>0</u>	
Total Revised Contract	<u>\$500,538.01</u>
Previous Work Performed to Date(SSR)	<u>\$497,003.91</u>
Value of Materials Stored On Site	<u>\$0.00</u>
Value of Materials Stored Off Site	<u>\$0.00</u>
Current Month Gross	<u>\$9,750.00</u>
New Work Performed to Date	<u>\$506,753.91</u>
Less <u>10 % Retainage</u>	<u>\$50,675.39</u>
Amount Earned to Date	<u>\$456,078.52</u>
Less Previous Net Billings	<u>\$447,303.52</u>
Less Adjustments/Joint Checks	<u>\$0.00</u>
Less Pending Back Charges	<u>\$0.00</u>
Total Amount this Requisition	<u>\$8,775.00</u>

For Balfour Beatty Use Only:

CO #	Vendor #	Job #	Contract No.
50540	118703	13026400	534950
Date	Invoice #	Description	
09/30/18	13026400 - 20	13026400 . PE# 20 . 18.09	
Gross Amount	Retainage Amt	Net Amount	
\$9,750.00	\$487.50	\$8,775.00	
Trade Account?	Tax Code	Pay Item & Cost Code	Accrue Tax?
NO		400 50523000 40	NO
Help Codes: 02- OWNER FUNDING need change orders PM Approval			

Subcontract ☒	Purchase Order ☐
Other Contract Type _____	
Unit Price ☐	Lump Sum ☒
Bonded ☒	Unbonded ☒
Subguard ☐	Alternate Plan ☐
Contract Increased 20%?	Y ☐ N ☒
If yes, bond rider received	Y ☐ N ☐
EEO Reports Current	Y ☐ N ☐
Certified Payrolls Current	Y ☐ N ☐
Insurance Status	Filed
Insurance Expiration Date	04/15/19
Release Attached	Y ☐ N ☐
Tier/Supplier Release	Y ☐ N ☐
If Required	
Reducing Retention	Y ☐ N ☐
If reducing retainage, reducing	From ☐ To ☒
Consent of Surety for retention	Y ☐ N ☐
reduction if bonded	
New materials stored off site	Y ☐ N ☒
If yes, attach stored materials checklist	
Final Payment	Y ☐ N ☒
If yes, see attached checklist	
Owner Billing Number	<u>9</u>
Owner Payment Rec'd Date:	_____
Payment Terms:	<u>Pay When Paid</u>
Pay Select #	_____

Approvals:

PM / Date

 CA 09/13/18
 PA / Date

APA / Date

Bamhart Balfour Beatty

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF TWO PAGES

TO CONSTRUCTION MANAGER:

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

PROJECT: HOTEL AT MARION SQUARE

APPLICATION NO 20

Distribution to:

☒ OWNER☒ ARCHITECT☒ INSPECTOR

FROM CONTRACTOR:

Tate Ornamental, Inc.

495 Sage Road

White House, TN 37188

VIA ARCHITECT.

PROJECT NO. #43026000

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.

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

Contractor: Tate Ornamental, Inc.

By: 

Date: 9/11/2018

DISTRICT:

By: _____

Date: _____

CONSTRUCTION MANAGER:

By: _____

Date: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT REQUESTED \$ 8,775.00

(Attach explanation if amount requested differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet then 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.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	

AIA DOCUMENT G702 APPLICATION AND CERTIFICATION FOR PAYMENT - 1992 EDITION - AIA - G702

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

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5393

Burnham Barbour Realty

CONTINUATION SHEET

ALA DOCUMENT CT03

Page 2 of 2

ALA Document CT03, APPLICATION AND CERTIFICATION FOR PAYMENT, continuing
Contractor's signed certification is attached.

In addition to the items listed below, amounts are stated in the amount dollar.
Use Column 1 on Contract when verify percentage for items items only apply.

APPLICATION NO: 20
APPLICATION DATE: 5/15/18
PERIOD TO: 5/30/18

Balour Realty Project

BID PACKAGE #	CONTRACTOR	SCHEDULED VALUE	TOTAL CHANGE ORDERS	REVISED CONTRACT	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR S)	TOTAL COMPLETED AND STORED TO DATE (D+E+H)	%	BALANCE TO FINISH (C - G)	NETADVANCE
					FROM PREVIOUS APPLICATION (D+E+H)	THIS PERIOD (H - E)					
1	Shop Drawings	78,000.00		78,000.00	78,000.00			78,000.00	100.00%	-	7,800.00
2	Decorative Guardrail	185,000.00		185,000.00	180,000.00			180,000.00	97.30%	5,000.00	18,000.00
3	Decorative Wall Rails	10,000.00		10,000.00	10,000.00			10,000.00	100.00%	-	1,000.00
4	Aluminum Service Yard Gates	12,000.00		12,000.00	12,000.00			12,000.00	100.00%	-	1,200.00
5	Aluminum OH Grille	10,000.00		10,000.00	10,000.00			10,000.00	100.00%	-	1,000.00
6	Decorative Grilles	48,000.00		48,000.00	48,000.00			48,000.00	100.00%	-	4,800.00
7	Pool Terrace Guardrails	23,000.00		23,000.00	23,000.00			23,000.00	100.00%	-	2,300.00
8	3rd Floor Terrace Guardrails	27,000.00		27,000.00	27,000.00			27,000.00	100.00%	-	2,700.00
9	Service Entry Guardrails	16,000.00		16,000.00	16,000.00			16,000.00	100.00%	-	1,600.00
10	Juliet Balcony Guardrails	30,000.00		30,000.00	30,000.00			30,000.00	100.00%	-	3,000.00
11	Steel Brackets @ Eyebrow Roofs	12,000.00		12,000.00	9,500.00			9,500.00	79.17%	2,500.00	950.00
12	Awning Frames	25,000.00		25,000.00	25,000.00			25,000.00	100.00%	-	2,500.00
13	Bronze Grilles @ Storefront	45,000.00		45,000.00	45,000.00			45,000.00	100.00%	-	4,500.00
14	CO #1 CI #712 Powdercoat eyebrow bracket	7,404.00		7,404.00	7,404.00			7,404.00	100.00%	-	740.40
15	CO #4 Budget Transfer 021 Tote Reduction	(80,000.00)		(80,000.00)	(80,000.00)			(80,000.00)	100.00%	-	(8,000.00)
16	CO #5 L3 Tames RailsShipping for M.	7,134.01		7,134.01	7,134.01			7,134.01	100.00%	-	713.40
17	CO #6 BT-Stair 9 in Manner's Art	45,000.00		45,000.00	33,000.00	9,750.00		42,750.00	95.00%	2,250.00	4,275.00
18	TATE CO #7	6,106.80		6,106.80	6,106.80			6,106.80	100.00%	-	610.68
19	TATE CO #21	9,859.10		9,859.10	9,859.10			9,859.10	100.00%	-	985.91
20				-				-	#DIV/0!	-	-
21				-				-	#DIV/0!	-	-
22				-				-	#DIV/0!	-	-
23				-				-	#DIV/0!	-	-
24				-				-	#DIV/0!	-	-
25				-				-	#DIV/0!	-	-
26				-				-	#DIV/0!	-	-
27				-				-	#DIV/0!	-	-
28				-				-	#DIV/0!	-	-
GRAND TOTALS		516,503.91	0.00	516,503.91	497,003.91	9,750.00	0.00	506,753.91	98.11%	9,750.00	50,675.39

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

KNOW ALL MEN BY THESE PRESENTS:

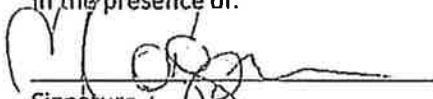
That Tate Ornamental, Inc. (the "Lienor") for and in consideration of the payment of the sum of \$ 8,775.00 and other good and valuable consideration paid by Balfour Beatty Construction, LLC (the "Contractor") or Library Associates, LLC ("Owner"), receipt of which is hereby acknowledged, hereby releases, waives and quit claims to Contractor, the Owner, and their respective successors and assigns, all liens, lien rights, claims or demands of any kind whatsoever, which Lienor now has or might have against Contractor and/or Owner and/or the buildings and improvements on the premises legally described as: See Exhibit "A" attached hereto (the "Property") on account of labor and services performed and/or material furnished for the construction of any improvements thereon; except for retention, and open change order requests, claims or disputes identified as follows:

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

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

IN WITNESS THEREOF, I have hereunto set my hand seal this 11th day of September, 2018.

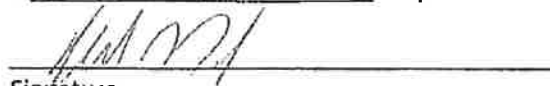
Signed, sealed and delivered
in the presence of:



Signature
Melinda Cooper

Print Name

Tate Ornamental, Inc. _____
a S corporation



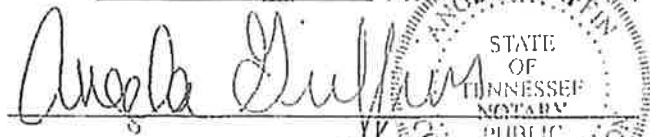
Signature
Ronald J. Tate, President

Print Name & Title

STATE OF Tennessee

COUNTY OF Robertson

The foregoing instrument was acknowledged before me this 11th day of September, 2018, by Ronald J. Tate, President _____ of Tate Ornamental, Inc., a S-Corp corporation on, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.



NOTARY PUBLIC, STATE OF Tennessee

STATE OF TENNESSEE
NOTARY PUBLIC
COUNTY OF ROBERTSON

My Commission Expires: 10/26/2020

Balfour Beatty
 Construction

Request for Payment

Subcontractor's Name Stong Tower Consttuction, LLC
 Subcontractor's Address dba KOCH CORPORATION
1131 Logan Street
Louisville KY 40204
 Phone Number 502-873-2116
 Fax Number _____

Pay Request # 13
 Work Performed Through: 09/30/18

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

Date: 09/18/18

Description of Work: Storefront
 Original Contract Amount \$1,255,030.00
 Change Order Total \$77,492.61
 Through CO # 0
 Total Revised Contract \$1,332,522.61
 Previous Work Performed to Date(SSR) \$1,310,797.95
 Value of Materials Stored On Site \$0.00
 Value of Materials Stored Off Site \$0.00
 Current Month Gross \$15,602.66
 New Work Performed to Date \$1,326,400.61
 Less 10 % Retainage \$66,320.03
 Amount Earned to Date \$1,260,080.58
 Less Previous Net Billings \$1,245,258.04
 Less Adjustments/Joint Checks \$0.00
 Less Pending Back Charges \$0.00
 Total Amount this Requisition \$14,822.54

Subcontract ☒ Purchase Order ☐
 Other Contract Type _____
 Unit Price ☐ Lump Sum ☒
 Bonded ☐ Unbonded ☒
 Subguard ☐ Alternate Plan ☐
 Contract Increased 20%? Y ☐ N ☒
 If yes, bond rider received Y ☐ N ☐
 EEO Reports Current Y ☐ N ☐
 Certified Payrolls Current Y ☐ N ☐
 Insurance Status Finalized
 Insurance Expiration Date 12/31/18
 Release Attached Y ☐ N ☐
 Tier/Supplier Release Y ☐ N ☐
 If Required Y ☐ N ☐
 Reducing Retention Y ☐ N ☐

For Balfour Beatty Use Only:

CO #	Vendor #	Job #	Contract No.
50540	3763924	13026400	541153
Date	Invoice #	Description	
09/30/18	13026400 - 13	13026400 . PE# 13 . 18.09	
Gross Amount		Retainage Amt	Net Amount
\$15,602.66		\$780.13	\$14,822.54
Trade Account?	Tax Code	Pay Item & Cost Code	Accrue Tax?
NO		400.50840000.40	NO
Halt Codes: 02- OWNER FUNDING PM APPROVAL Owner Waiver/Lower Tier Waiver			

If reducing retainage, reducing From ☐ To ☒
 Consent of Surety for retention Y ☐ N ☐
 reduction if bonded Y ☐ N ☐
 New materials stored off site Y ☐ N ☒
 If yes, attach stored materials checklist Y ☐ N ☐
 Final Payment Y ☐ N ☒
 If yes, see attached checklist Y ☐ N ☐

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

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

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF TWO PAGES

TO CONSTRUCTION MANAGER:

PROJECT: HOTEL AT MARION SQUARE

APPLICATION NO:

13

Distribution to:

Balfour Beatty Construction

1930 Camden Rd. Suite 280

Charlotte, NC 28210

FROM CONTRACTOR:

VIA ARCHITECT:

Koch Corporation

1131 Logan Street

Louisville, KY 40204

PERIOD TO:

09/01/18

☒ OWNER
☒ ARCHITECT
☒ INSPECTOR

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.

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

SUBCONTRACTOR

By: _____

Date: _____

CONTRACTOR

By: _____

Date: _____

CONSTRUCTION MANAGER:

By: _____

Date: _____

ARCHITECTS 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

14,822.54

(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.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved	\$0.00	\$0.00
in previous months by Owner		
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	

AIA DOCUMENT G702 - APPLICATION AND CERTIFICATION FOR PAYMENT - 1992 EDITION - AIA - G702-2

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

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5522

Barnhart Bailour Booby

CONTINUATION SHEET

AIA DOCUMENT G703

Page 2 of 2

AIA Document G703, APPLICATION AND CERTIFICATION FOR PAYMENT, contains Contractor's input certification to attached. In addition, before amounts are listed in the column dollar. Use Column 1 on Contract when visible markings for the items may apply.

APPLICATION NO. 12
APPLICATION DATE: 7/1/18
PERIOD TO: 7/31/18

Bailour Booby Project 613029000

BID PACKAGE	CONTRACTOR	SCHEDULED VALUE	TOTAL CHANGE ORDERS	REVISED CONTRACT	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G+C)	BALANCE TO FINISH (C-G)	RETAINAGE
					FROM PREVIOUS APPLICATION (D+E+F)	THIS PERIOD (F - E)					
1	Bond	18,285.00		18,285.00	18,285.00		-	18,285.00	100.00%	-	914.25
2	Submittals	5,000.00		5,000.00	5,000.00		-	5,000.00	100.00%	-	250.00
3	Mobilization / Distribution	40,000.00		40,000.00	38,000.00	2,000.00	-	40,000.00	95.00%	-	2,000.00
4	General Conditions	31,000.00		31,000.00	27,900.00	2,480.00	-	30,380.00	98.00%	-	1,518.00
5	Equipment Rental	10,000.00		10,000.00	9,800.00	200.00	-	10,000.00	100.00%	-	500.00
6	Punch List	25,100.00		25,100.00	23,845.00	753.00	-	24,598.00	98.00%	502.00	1,228.90
7	Clean up	8,900.00		8,900.00	8,010.00	890.00	-	8,900.00	100.00%	-	445.00
8	Demobilization	5,000.00		5,000.00			-	-	0.00%	5,000.00	-
9	Close-out	2,000.00		2,000.00		2,000.00	-	2,000.00	100.00%	-	100.00
10											
11	MOCK-UP:										
12	Time of Order - Decoet	1,510.00		1,510.00	1,510.00		-	1,510.00	100.00%	-	75.50
13	Shop Drawings	2,265.00		2,265.00	2,265.00		-	2,265.00	100.00%	-	113.25
14	Prior to Shipment - Deposit	3,774.00		3,774.00	3,774.00		-	3,774.00	100.00%	-	188.70
15											
16	HOPE'S PRE-JOBSITE DELIVERY:										
17	Time of Order - Deposit	88,834.00		88,834.00	88,834.00		-	88,834.00	100.00%	-	4,441.70
18	Shop Drawings	133,250.00		133,250.00	133,250.00		-	133,250.00	100.00%	-	6,662.50
19	Prior to Shipment - Deposit	222,084.00		222,084.00	222,084.00	-	-	222,084.00	100.00%	-	11,104.20
20											
21	NORTH ELEVATION - 1ST FLOOR:										
22	Windows and Doors - Material	100,612.00		100,612.00	100,612.00		-	100,612.00	100.00%	-	5,030.60
23	Windows and Doors - Labor	37,742.00		37,742.00	35,854.90	1,887.10	-	37,742.00	100.00%	-	1,887.10
24	Glass	21,185.00		21,185.00	20,973.15	211.85	-	21,185.00	100.00%	-	1,059.25
25	Caulking	28,258.00		28,258.00	25,432.20	2,825.80	-	28,258.00	100.00%	-	1,412.90
26											
27	SOUTH ELEVATION - 1ST FLOOR:										
28	Windows and Doors - Material	122,970.00		122,970.00	122,970.00		-	122,970.00	100.00%	-	6,148.50
29	Windows and Doors - Labor	41,935.00		41,935.00	41,935.00	-	-	41,935.00	100.00%	-	2,096.75
30	Glass	23,530.00		23,530.00	23,530.00	-	-	23,530.00	100.00%	-	1,176.50
31	Caulking	31,398.00		31,398.00	30,770.04	627.96	-	31,398.00	100.00%	-	1,589.90
32											
33	SOUTH ELEVATION - 3RD FLOOR:										
34	Windows and Doors - Material	11,179.00		11,179.00	11,179.00		-	11,179.00	100.00%	-	556.95
35	Windows and Doors - Labor	4,194.00		4,194.00	4,194.00		-	4,194.00	100.00%	-	209.70

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

KNOW ALL MEN BY THESE PRESENTS:

That Koch Corporation (the "Lienor") for and in consideration of the payment of the sum of \$ 14,822.51 and other good and valuable consideration paid by Balfour Beatty Construction, LLC (the "Contractor") or Library Associates, LLC ("Owner"), receipt of which is hereby acknowledged, hereby releases, waives and quit claims to Contractor, the Owner, and their respective successors and assigns, all liens, lien rights, claims or demands of any kind whatsoever, which Lienor now has or might have against Contractor and/or Owner and/or the buildings and improvements on the premises legally described as: See Exhibit "A" attached hereto (the "Property") on account of labor and services performed and/or material furnished for the construction of any improvements thereon; except for retention, and open change order requests, claims or disputes identified as follows:

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

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

IN WITNESS THEREOF, I have hereunto set my hand seal this 28th day of September, 2018

Signed, sealed and delivered
in the presence of:

Koch Corporation
a Kentucky corporation

Signature

Signature

Stacie M Tennyson
Print Name

Print Name & Title

STATE OF Kentucky

COUNTY OF Jefferson

The foregoing instrument was acknowledged before me this 28th day of September, 2018 by Stacie M Tennyson, As Manager of Koch Corporation, a Kentucky corporation on, on behalf of the corporation. He/she is personally known to me, or has produced corporation (type of Identification) as identification.

NOTARY PUBLIC, STATE OF Kentucky

My Commission Expires:

9.2.2017

Request for Payment

Pay Request # **3**
Work Performed Through: **7/31/2018**

Subcontractor's Name Won-Door Corporation
Subcontractor's Address 1865 S. 3480 W.
Salt Lake City, Utah 84104
Phone Number 1-800-890-2126
Fax Number _____

Project Name: Hotel Marion Job No.: 13026000 120367
Owner: Library Associates, LLC.

Date: 6/20/2018

Description of Work:

Accordion Folding Fire Doors

Original Contract Amount	<u>\$119,000.00</u>
Change Order Total	<u>\$0.00</u>
Through C/O # _____	
Total Revised Contract	<u>\$119,000.00</u>
Value of Work Performed to Date	<u>\$119,000.00</u>
Value of Materials Stored On Site	_____
Value of Materials Stored Off Site	_____
Current Month (Stored Materials)	_____
Total	<u>\$119,000.00</u>
Less _____ % Retainage	<u>\$11,900.00</u>
Amount Earned to Date	<u>\$107,100.00</u>
Less Previous Billings/Payments	<u>\$101,479.50</u>
Less Adjustments/Joint Checks	_____
Less Pending Back Charges	_____
Total Amount this Requisition	<u>\$5,620.50</u>

For Balfour Beatty Use Only:

CO #	Vendor #	Job #	Contract No.
Date	Invoice #	Description	
Gross Amount	Retainage Amt	Net Amount	
\$119,000.00	\$11,900.00	\$5,620.50	
Accrue Tax	Tax Code	Pay Item & Cost Code	
YES			
NO			
Halt Codes:			

Subcontract ☐ Purchase Order ☐

Other Contract Type

Unit Price ☐ Lump Sum ☐
Bonded ☐ Unbonded ☐

Subguard ☐ Alternate Plan ☐

Contract Increased 10%?

If yes, bond rider received Y ☐ N ☐
EEO Reports Current Y ☐ N ☐
Certified Payrolls Current Y ☐ N ☐

Insurance Status

Insurance Expiration Date _____

Release Attached

Tier/Supplier Release Y ☐ N ☐
If Required Y ☐ N ☐

Reducing Retention

If reducing retainage, reducing From ☐ To ☐
Consent of Surety for retention reduction if bonded Y ☐ N ☐

New materials stored off site

If yes, attach stored materials checklist Y ☐ N ☐

Final Payment

If yes, see attached checklist Y ☐ N ☐

Owner Billing Number

Owner Payment Rec'd Date:

Payment Terms:

Pay Select #

Approvals:

PM / Date

PA / Date

APA / Date



WON DOOR CORPORATION

PO Box 27484
Salt Lake City, Utah 84127-00484
Salt Lake County
United States Of America

Telephone: 801-973-7500
Fax: 801-708-6535
www.wondoor.com

INVOICE 230913

Page 1 of 1

SALES ORDER NBR 92851	PACKING SLIP NBR 5	DATE INVOICED 06/19/18
CUSTOMER PURCHASE ORDER NBR 13026000 120367		DATE SHIPPED 06/19/18
SALES CONTACT		
SHIPPED VIA UPR AM		PPD X
PAYMENT TERMS NET 60 DAYS		TAX X
		TAX CODE SC

SOLD TO	65355 BALFOUR BEATTY CONSTRUCTION HOTEL AT MARION SQUARE 306 MEETING ST #300 CAHRLESTON, SC 29403 USA	SHIP TO	65351 HOTEL MARION 404 KING STREET CHARLESTON, SC 29403 USA

LINE	PRODUCT/DESCRIPTION	QTY ORDERED	QTY SHIPPED	QTY BACK ORDERED	UNIT PRICE	TOTAL PRICE
0013	INSTALL INSTALL 9 DOORS Sqft: 89FG FULL INSTALLATION BILLING	1	1	0	6245.00000	6245.00
	Total Header.....				\$5,341.00	
	Total Material....				\$107,414.00	
	Total Install.....				\$6,245.00	
	Total Contract.....				\$119,000.00	

REMITTANCE ADDRESS
Won-Door Corporation
PO Box 27484
Salt Lake City, UT 84127-0484
Contact with any questions Erin Wheeler A/R Dept
800-890-2126 or ewheeler@wondoor.com

SUBTOTAL	6245.00
TAX	0.00
TOTAL	6245.00

All amounts shown in U.S.A. DOLLARS

Invoice
R - 6960

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

TO OWNER LIBRARY ASSOCIATES, LLC.

PROJECT: HOTEL MARION

APPLICATION NO: 2

Distribution to:

404 KING STREET
 CHARLESTON, SC 29403

PERIOD TO: 31-Oct-17

☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR

FROM CONTRACTOR:

VIA ARCHITECT: WINFORD LINDSAY ARCHITECT

WON-DOOR CORPORATION

344 WEST PIKE STREET

1865 SOUTH 3480 WEST

LAWRENCEVILLE, GA 300 PROJECT NOS: 13026000 120367

SALT LAKE CITY UT 84104

CONTRACT ACCORDION FOLDING DOORS

CONTRACT DATE 08/20/15

CONTRACTOR'S APPLICATION FOR PAYMENT

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

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

CONTRACTOR: WON-DOOR CORPORATION

By:  SHANTEL CROUGH-BILLING DEPARTMENT

Date: 20-Jun-18

State of: UTAH County of: SALT LAKE

Subscribed and sworn to before me this 20-Jun-2018

Notary Public: My Commission expires: 6/8/2020

My Commission expires: 6/8/2020

 Misty Tew, Notary Public, Commission #027814, My Commission Expires 2/28/2020

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ 5,620.50

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

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.

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292

AL DOCUMENT G702 APPLICATION AND CERTIFICATION FOR PAYMENT - 1982 EDITION - ALA - ©1992
 Users may obtain validation of this document by requesting a completed ALA Document D401 - Certification of Documents' Authenticity from the Licensee.

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		\$0.00	\$0.00
Total approved this Month		\$0.00	\$0.00
TOTALS		\$0.00	\$0.00
NET CHANGES by Change Order		\$0.00	

1. ORIGINAL CONTRACT SUM	\$	119,000.00
2. Net change by Change Orders		0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	119,000.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	119,000.00
5. RETAINAGE:		
a. 10 % of Completed Work	\$	11,900.00
b. 10 % of Stored Material	\$	0
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	11,900.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		107,100.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	\$101,479.50
8. CURRENT PAYMENT DUE	\$	5,620.50
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	11,900.00

CONTINUATION SHEET

ALA DOCUMENT G703

PAGE 2 OF 2 PAGES

ALA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

APPLICATION NO: 2
APPLICATION DATE: 6/20/2018

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

PERIOD TO: 10/31/2017

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

ARCHITECTS PROJECT NO: 13026000 120367

CONTRACTOR: WON-DOOR CORPORATION

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
1	HEADERS	\$5,341.00	\$5,341.00	\$0.00	\$0.00	\$5,341.00	100.00%	\$0.00	\$534.10
2	MATERIALS	\$107,414.00	\$107,414.00	\$0.00	\$0.00	\$107,414.00	100.00%	\$0.00	\$10,741.40
3	INSTALL	\$6,245.00	\$0.00	\$6,245.00	\$0.00	\$6,245.00	100.00%	\$0.00	\$624.50
	GRAND TOTALS	\$119,000.00	\$112,755.00	\$6,245.00	\$0.00	\$119,000.00	100%	\$0.00	\$11,900.00

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

KNOW ALL MEN BY THESE PRESENTS:

That Won-Door Corporation (the "Lienor") for and in consideration of the payment of the sum of \$5,620.50 and other good and valuable consideration paid by Balfour Beatty Construction, LLC (the "Contractor") or Library Associates, LLC ("Owner"), receipt of which is hereby acknowledged, hereby releases, waives and quit claims to Contractor, the Owner, and their respective successors and assigns, all liens, lien rights, claims or demands of any kind whatsoever, which Lienor now has or might have against Contractor and/or Owner and/or the buildings and improvements on the premises legally described as: See Exhibit "A" attached hereto (the "Property") on account of labor and services performed and/or material furnished for the construction of any improvements thereon; except for retention, and open change order requests, claims or disputes identified as follows:

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

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

IN WITNESS THEREOF, I have hereunto set my hand seal this 20TH day of June, 2018.

Signed, sealed and delivered
in the presence of:

Signature

Print Name

Won-Door Corporation
a Utah corporation


Signature
Shantel Clough-Billing Department

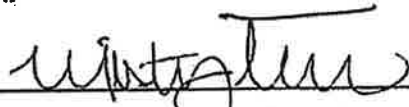
Print Name & Title

STATE OF Utah

COUNTY OF Salt Lake

The foregoing instrument was acknowledged before me this 3rd day of October, 2017, by Shantel Clough, Billing Department of Won-Door Corporation, a Utah corporation on, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

My Commission Expires: 03/08/2020


NOTARY PUBLIC, STATE OF Utah

Notary Public
MYSTY TEW
Commission #887874
My Commission Expires
March 8, 2020
State of Utah

R - 6963

TIER RELEASE SCHEDULE & OCIP CONFIRMATION LOG

Job Name	HOTEL MARION				
Job #	1026000 120367				

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

PRIME SUBS NAME	Wyon-Deor Corporation
Attachment for Pay Run R:	1
for Month Ending:	7/31/2018

[illegible]

Balfour Beatty
Construction

Request for Payment

Pay Request # 29
Work Performed Through: 09/30/18
No Pay App # 1-1st Pay app entered was #2

Subcontractor's Name Precision Walls
Subcontractor's Address 7317 Peppermill Pkwy
N Charleston SC 29418
Phone Number _____
Fax Number _____

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

Date: 09/19/18

Description of Work: Drywall, GFRG, FRP, Light Gauge, Steel Roof Trusses

Original Contract Amount	<u>\$3,461,699.00</u>
Change Order Total	<u>\$1,053,038.31</u>
Through C/O #: <u>0</u>	
Total Revised Contract	<u>\$4,514,737.31</u>
Previous Work Performed to Date(SSR)	<u>\$4,511,764.31</u>
Value of Materials Stored On Site	<u>\$0.00</u>
Value of Materials Stored Off Site	<u>\$0.00</u>
Current Month Gross	<u>\$2,973.00</u>
New Work Performed to Date	<u>\$4,514,737.31</u>
Less <u>5</u> % Retainage	<u>\$228,073.41</u>
Amount Earned to Date	<u>\$4,286,663.90</u>
Less Previous Net Billings	<u>\$4,283,988.20</u>
Less Adjustments/Joint Checks	<u>\$0.00</u>
Less Pending Back Charges	<u>\$0.00</u>
Total Amount This Requisition	<u>\$2,675.70</u>

Subcontract ☒ Purchase Order ☐
Other Contract Type _____
Unit Price ☐ Lump Sum ☒
Bonded ☐ Unbonded ☒
Subguard ☐ Alternate Plan ☐
Contract Increased 20%? Y ☒ N ☐
If yes, bond rider received Y ☐ N ☐
EEO Reports Current Y ☐ N ☐
Certified Payrolls Current Y ☐ N ☐

Insurance Status FINALED
Insurance Expiration Date 03/01/19

Release Attached Y ☐ N ☐
Tier/Supplier Release Y ☐ N ☐
if Required
Reducing Retention Y ☐ N ☐

If reducing retainage, reducing From ☐ To ☒
Consent of Surety for retention reduction if bonded Y ☐ N ☐
New materials stored off site Y ☐ N ☒
If yes, attach stored materials checklist

Final Payment Y ☐ N ☒
If yes, see attached checklist

Owner Billing Number 13

Owner Payment Rec'd Date: _____

Payment Terms: Pay When Paid

Pay Select # _____
Batch # _____

For Balfour Beatty Use Only:

CO #	Vendor #	Job #	Contract No.
50540	762107	13026400	541629
Date	Invoice #	Description	
09/30/18	13026400 - 29	13026400 . PE# 29 . 18.09	
Gross Amount		Retainage Amt	Net Amount
\$2,973.00		\$148.85	\$2,675.70
Trade Account?	Tax Code	Pay Item & Cost Code	Accrue Tax?
NO		400 50925200 40	NO
Hall Codes: 02- OWNER FUNDING CO'S Lower Tier Waivers PM App			

Approvals: _____ CA 09/19/18
PM / Date PA / Date

APA / Date

PAYMENT APPLICATION

TO: Balfour Beatty Construction
406 S McDowell Street
Suite 200
Raleigh, NC 27601
Attn: Tim Spano

FROM: Precision Walls Inc.
7317 Peppermill Pkwy
N. Charleston, SC 29418

PROJECT NAME AND LOCATION: 14-1278 Hotel @ Marion Square
404 King Street
Charleston, SC 29403

ARCHITECT:

APPLICATION # for 14-1278 Distribution to:
PERIOD THRU: 30-SEP-18 ☐ OWNER
PROJECT #S: ☐ ARCHITECT
PO #: ☒ CONTRACTOR
DATE OF CONTRACT: 15-APR-15

CONTRACTORS' SUMMARY OF WORK

Application is made for payment as shown below.
Continuation Page is attached

1. CONTRACT AMOUNT \$3,461,699.00

2. SUM OF ALL CHANGE ORDERS \$1,053,038.31

3. CURRENT CONTRACT AMOUNT (line 1 + 2) \$4,514,737.31

4. TOTAL COMPLETED AND STORED (Column G on Continuation Page) \$4,514,737.31

5. RETAINAGE:

a. % of Completed Work \$228,073.41

b. % of Material Stored \$0.00

(Column F on Continuation Page)

Total Retainage (line 5a + 5b or Column I on Continuation Page) \$228,073.41

6. TOTAL COMPLETED AND STORED LESS RETAINAGE \$4,286,663.90

(line 4 minus line 5 Total)

7. LESS PREVIOUS APPLICATIONS \$4,283,988.20

8. PAYMENT DUE \$2,675.74

9. BALANCE TO COMPLETION

(line 3 minus line 6) \$228,073.41

SUMMARY OF CHANGE ORDERS	ADDITIONS	DEDUCTIONS
Total Changes approved in previous months	\$1,061,755.45	\$11,690.14
Total approved this month	\$2,973.00	\$0.00
TOTALS	\$1,064,728.45	\$11,690.14
NET CHANGES	\$1,053,038.31	

Contractor's signature below is his assurance to Owner, concerning the payment herein applied for, that:
(1) the Work has been performed as required in the Contract Documents, (2) all sums previously paid to Contractor under the Contract have been used to pay Contractor's costs for labour, materials and other obligations under the Contract for Work previously paid for, and (3) Contractor is legally entitled to this payment.

CONTRACTOR: Precision Walls Inc.

By:

State of:

County of:

Subscribed and sworn to before

me this

19 day of Sept 2018

Notary Public:

My Commission Expires:

\$ 19-71-214



ARCHITECT'S CERTIFICATION

Architect's signature below is his assurance to Owner, concerning the payment herein applied for, that:
(1) Architect has inspected the Work, represented by this Application, (2) such Work has been completed to the extent indicated in this Application, and the quality of workmanship and materials conforms with the Contract Documents, (3) this Application for Payment accurately states the amount of Work completed and payment due therefor, and (4) Architect knows of no reason why payment should not be made.

CERTIFIED AMOUNT

(If the certified amount is different from the payment due, you should attach an explanation. Initial all the figures that are changed to match the certified amount.)

ARCHITECT:

By:

Date:

Neither this Application nor payment applied for herein is assignable or negotiable. Payment shall be made only to Contractor, and is without prejudice to any rights of Owner or Contractor under the Contract Documents or otherwise.

R - 6966

CONTINUATION PAGE

Precision Walls Inc.

Payment Application containing Contractor's signature is attached.

PROJECT: 14-1278
Hotel @ Marion Square

APPLICATION #: for 14-1278
DATE OF APPLICATION: 17-SEP-18
PERIOD THRU: 30-SEP-18
PROJECT #S:

A	A1	B	C	D		E	F	G		H	I	
ITEM #	CODE	WORK DESCRIPTION	GC Ref#	RCO#	SCHEDULED AMOUNT	COMPLETED WORK		STORED MATERIALS (NOT IN D OR E)	TOTAL COMPLETED AND STORED (D + E + F)	% COMPLET. (G / C)	BALANCE TO COMPLETION (C - G)	RETAINAGE (If Variable)
						AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					

ORIGINAL CONTRACT

100	141278-01	Engineered Shop Drawings - Trusses			10,000.00	10,000.00	0.00		10,000.00	100%	0.00	500.01
101		Engineered Shop Drawings - Structural Framing			15,000.00	15,000.00	0.00		15,000.00	100%	0.00	750.01
102		Mobilization			30,000.00	30,000.00	0.00		30,000.00	100%	0.00	1,500.01
103		Sub Level Framing - Material			2,985.00	2,985.00	0.00		2,985.00	100%	0.00	149.05
104		Sub Level Framing - Labor			3,660.00	3,660.00	0.00		3,660.00	100%	0.00	183.00
105		Sub Level Drywall Assembly - Material			4,243.00	4,243.00	0.00		4,243.00	100%	0.00	212.18
106		Sub Level Drywall Assembly - Labor			5,130.00	5,130.00	0.00		5,130.00	100%	0.00	256.50
107		Sub Level Ceiling - Material			21,763.00	21,763.00	0.00		21,763.00	100%	0.00	1,086.15
108		Sub Level Ceiling - Labor			15,842.00	15,842.00	0.00		15,842.00	100%	0.00	792.10
109		1st Floor Framing - Material			42,986.00	42,986.00	0.00		42,986.00	100%	0.00	2,146.32
110		1st Floor Framing - Labor			49,956.00	49,956.00	0.00		49,956.00	100%	0.00	2,487.83
111		1st Floor Drywall Assembly - Material			46,016.00	46,016.00	0.00		46,016.00	100%	0.00	2,300.83
112		1st Floor Drywall Assembly - Labor			64,846.00	64,846.00	0.00		64,846.00	100%	0.00	3,242.30
113		1st Floor ACT - Material			6,948.00	6,948.00	0.00		6,948.00	100%	0.00	347.40
114		1st Floor ACT - Labor			4,632.00	4,632.00	0.00		4,632.00	100%	0.00	231.60
115		1st Floor Ceiling Framing - Material			19,908.00	19,908.00	0.00		19,908.00	100%	0.00	995.41
116		1st Floor Ceiling Framing - Labor			32,802.00	32,802.00	0.00		32,802.00	100%	0.00	1,640.11
117		1st Floor Ceiling Drywall Assembly - Material			10,131.00	10,131.00	0.00		10,131.00	100%	0.00	506.54
118		1st Floor Ceiling Drywall Assembly - Labor			24,069.00	24,069.00	0.00		24,069.00	100%	0.00	1,203.44
119		2nd Floor Framing - Material			52,053.00	52,053.00	0.00		52,053.00	100%	0.00	2,602.65
120		2nd Floor Framing - Labor			52,366.00	52,366.00	0.00		52,366.00	100%	0.00	2,618.31
121		2nd Floor Drywall Assembly - Material			54,022.00	54,022.00	0.00		54,022.00	100%	0.00	2,701.11
122		2nd Floor Drywall Assembly - Labor			74,019.00	74,019.00	0.00		74,019.00	100%	0.00	3,700.97
123		2nd Floor ACT - Material			24,763.00	24,763.00	0.00		24,763.00	100%	0.00	1,238.14

CONTINUATION PAGE

Precision Walls Inc.

PROJECT: 14-1278
Hotel @ Marion Square

APPLICATION #: for 14-1278
DATE OF APPLICATION: 17-SEP-18
PERIOD THRU: 30-SEP-18

Payment Application containing Contractor's signature is attached.

A	A1	B	C	D		E	F	G	H	I
				COMPLETED WORK	AMOUNT PREVIOUS PERIODS					
ITEM #	CODE	WORK DESCRIPTION	SCHEDULED AMOUNT	AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD	STORDED MATERIALS (NOT IN D OR E)	TOTAL COMPLETED AND STORDED (D + E + F)	% COMP. (G / C)	BALANCE TO COMPLETION (C - G)	RETAINAGE (If Verifiable)
124		2nd Floor ACT - Labor	16,842.00	16,842.00	0.00		16,842.00	100%	0.00	842.08
125		2nd Floor Ceiling Framing - Material	56,070.00	56,070.00	0.00		56,070.00	100%	0.00	2,803.52
126		2nd Floor Ceiling Framing - Labor	48,724.00	48,724.00	0.00		48,724.00	100%	0.00	2,436.22
127		2nd Floor Ceiling Drywall Assembly - Material	12,835.00	12,835.00	0.00		12,835.00	100%	0.00	631.75
128		2nd Floor Ceiling Drywall Assembly - Labor	29,608.00	29,608.00	0.00		29,608.00	100%	0.00	1,480.40
129		3rd Floor Framing - Material	89,705.00	89,705.00	0.00		89,705.00	100%	0.00	4,485.25
130		3rd Floor Framing - Labor	89,911.00	89,911.00	0.00		89,911.00	100%	0.00	4,985.54
131		3rd Floor Drywall Assembly - Material	92,351.00	92,351.00	0.00		92,351.00	100%	0.00	4,817.55
132		3rd Floor Drywall Assembly - Labor	135,420.00	135,420.00	0.00		135,420.00	100%	0.00	6,771.00
133		4th Floor Framing - Material	89,705.00	89,705.00	0.00		89,705.00	100%	0.00	4,485.25
134		4th Floor Framing - Labor	89,911.00	89,911.00	0.00		89,911.00	100%	0.00	4,985.55
135		4th Floor Drywall Assembly - Material	92,351.00	92,351.00	0.00		92,351.00	100%	0.00	4,817.56
136		4th Floor Drywall Assembly - Labor	135,420.00	135,420.00	0.00		135,420.00	100%	0.00	6,771.00
137		5th Floor Framing - Material	89,705.00	89,705.00	0.00		89,705.00	100%	0.00	4,485.25
138		5th Floor Framing - Labor	89,911.00	89,911.00	0.00		89,911.00	100%	0.00	4,985.54
139		5th Floor Drywall Assembly - Material	92,351.00	92,351.00	0.00		92,351.00	100%	0.00	4,817.55
140		5th Floor Drywall Assembly - Labor	135,420.00	135,420.00	0.00		135,420.00	100%	0.00	6,771.00
141		6th Floor Framing - Material	60,285.00	60,285.00	0.00		60,285.00	100%	0.00	3,014.25
142		6th Floor Framing - Labor	68,300.00	68,300.00	0.00		68,300.00	100%	0.00	3,415.00
143		6th Floor Drywall Assembly - Material	50,110.00	50,110.00	0.00		50,110.00	100%	0.00	2,505.48
144		6th Floor Drywall Assembly - Labor	59,552.00	59,552.00	0.00		59,552.00	100%	0.00	2,977.60
145		7th Floor Framing - Material	60,285.00	60,285.00	0.00		60,285.00	100%	0.00	3,014.25
146		7th Floor Framing - Labor	68,300.00	68,300.00	0.00		68,300.00	100%	0.00	3,415.00
147		7th Floor Drywall Assembly - Material	50,110.00	50,110.00	0.00		50,110.00	100%	0.00	2,505.48
148		7th Floor Drywall Assembly - Labor	59,552.00	59,552.00	0.00		59,552.00	100%	0.00	2,977.60
149		8th Floor Framing - Material	60,285.00	60,285.00	0.00		60,285.00	100%	0.00	3,014.24
150		8th Floor Framing - Labor	68,300.00	68,300.00	0.00		68,300.00	100%	0.00	3,415.00

CONTINUATION PAGE

Practicon Walls Inc.

Payment Application containing Contractor's signature is attached.

PROJECT: 14-1278
Hotel @ Marion Square

APPLICATION #: for 14-1278
DATE OF APPLICATION: 17-SEP-18
PERIOD THRU: 30-SEP-18

ITEM #	CODE	WORK DESCRIPTION	GC Ref#	RCO#	C SCHEDULED AMOUNT	D COMPLETED WORK		F STORED MATERIALS (NOT IN D OR E)	G TOTAL COMPLETED AND STORED (D + E + F)	% COMP. (G/C)	BALANCE TO COMPLETION (C - G)	I RETAINAGE (If Variable)
						AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
151		8th Floor Drywall Assembly - Material			50,110.00	50,110.00	0.00		50,110.00	100%	0.00	2,505.48
152		8th Floor Drywall Assembly - Labor			59,552.00	59,552.00	0.00		59,552.00	100%	0.00	2,977.80
153		Roof Terrace Framing - Material			20,885.00	20,885.00	0.00		20,885.00	100%	0.00	1,044.24
154		Roof Terrace Framing - Labor			27,831.00	27,831.00	0.00		27,831.00	100%	0.00	1,391.56
155		Roof Terrace Drywall Assembly - Material			5,570.00	5,570.00	0.00		5,570.00	100%	0.00	278.48
156		Roof Terrace Drywall Assembly - Labor			10,250.00	10,250.00	0.00		10,250.00	100%	0.00	512.50
157		Roof Terrace Truss Package Material			186,782.00	186,782.00	0.00		186,782.00	100%	0.00	8,839.59
158		Roof Terrace Truss Package Labor			114,770.00	114,770.00	0.00		114,770.00	100%	0.00	5,738.94
159		FRP Column Material			43,500.00	43,500.00	0.00		43,500.00	100%	0.00	2,175.07
160		FRP Column Labor			10,000.00	10,000.00	0.00		10,000.00	100%	0.00	500.00
161		GRG Dome/Plaster Material			88,200.00	88,200.00	0.00		88,200.00	100%	0.00	4,410.00
162		GRG Dome/Plaster Labor			15,000.00	15,000.00	0.00		15,000.00	100%	0.00	750.00
163		Scaffolding at stairwells			80,000.00	80,000.00	0.00		80,000.00	100%	0.00	4,000.00
164		Interior Mock Up			35,000.00	35,000.00	0.00		35,000.00	100%	0.00	1,750.01
165		Exterior Mock Up			15,000.00	15,000.00	0.00		15,000.00	100%	0.00	750.02
		Group Sub Total			3,461,688.00	3,461,688.00	0.00		3,461,688.00	100%	0.00	173,085.04
		SUB TOTAL			3,461,688.00	3,461,688.00	0.00		3,461,688.00	100%	0.00	173,085.04

CHANGE ORDERS

1		CO-16441 - Change Order 1 - wood ramp, bbo office buildout, and mock up revisions			11,902.00	11,902.00	0.00		11,902.00	100%	0.00	595.11
2		CO-16442 - CO 2 - adds for office changes and ramp			1,182.00	1,182.00	0.00		1,182.00	100%	0.00	58.11
3		CO-16443 - CO 3 - plywood screen wall at king street			4,550.00	4,550.00	0.00		4,550.00	100%	0.00	227.51

CONTINUATION PAGE

Precision Walls Inc.

Payment Application containing Contractor's signature is attached.

PROJECT: 14-1278

Hotel @ Marion Square

APPLICATION #: for 14-1278

DATE OF APPLICATION: 17-SEP-18

PERIOD THRU: 30-SEP-18

ITEM #	CODE	WORK DESCRIPTION	GC Ref#	RCO#	C SCHEDULED AMOUNT	D COMPLETED WORK		E AMOUNT THIS PERIOD	F STORED MATERIALS (NOT IN D OR E)	G TOTAL COMPLETED AND STORED (D + E + F)	H % COMP. (G / C)	I BALANCE TO COMPLETION (C - G)	J RETAINAGE (If Variable)
						AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD						
4		CO-17281 - Install 5/8" Gypsum Exterior Sheathing Forms at 1st Floor Great Pour for Masons per BBC Request			5,245.00	5,245.00	0.00			5,245.00	100%	0.00	262.26
5		CO-17413 - Temp Wall T&M Work from 8/28/18 - 8/28/18			6,096.00	6,096.00	0.00			6,096.00	100%	0.00	304.81
6		CO-17688 - 50 pieces of nail strapping for BBC (6" 18ga 10' slices)			500.00	500.00	0.00			500.00	100%	0.00	25.00
7		CO-17125 - MOD 1 Changes			18,637.00	18,637.00	0.00			18,637.00	100%	0.00	83.00
8		CO-17691 - BBC Onsite Office/Conference Room T&M Work 9/14/18 - 9/16/18			5,249.00	5,249.00	0.00			5,249.00	100%	0.00	262.26
9		CO-17625 - Framing / Sheathing at Buck Hotel Floors 2 through 5 10/28/18 - 10/28/18			3,665.00	3,665.00	0.00			3,665.00	100%	0.00	185.25
10		CO-17842 - RFI 0777 Pump Room Wall Type change from block to C5			2,699.00	2,699.00	0.00			2,699.00	100%	0.00	134.95
11		CO-17572 - Office Model Room Blocking per BBC request and attached T&M tickets			2,013.00	2,013.00	0.00			2,013.00	100%	0.00	100.65
12		CO-17630 - RFI 0738 Pool Deck Slab Revision			4,441.00	4,441.00	0.00			4,441.00	100%	0.00	222.05
13		CO-17696 - Contract Alternate to Add 22ga Decking and Pour Stop Angles at Pool Deck Only			44,000.00	44,000.00	0.00			44,000.00	100%	0.00	2,200.00
14		CO-18006 - ASI 19 Revisions			3,601.00	3,601.00	0.00			3,601.00	100%	0.00	180.05
15		CO-18024 - Structural Revision - Delete Bathroom Columns			-915.00	-915.00	0.00			-915.00	100%	0.00	-45.75
16		CO-18106 - RFI-0024 Shower Curb Detail			22,204.00	22,204.00	0.00			22,204.00	100%	0.00	1,110.20
17		CO-17428 - RFI 0019 - Change Ramp Wall to Wall Type D4 and Credit Framing & Drywall Shown on Contract Documents			6,880.00	6,880.00	0.00			6,880.00	100%	0.00	344.00
18		CO-18128 - Labor to Temp in 8th Floor Elevator Shafts with Tyvek Provided By Others for Temp Dry In and Infill 6 Windows			986.00	986.00	0.00			986.00	100%	0.00	48.30

CONTINUATION PAGE

Precision Walls Inc.

Payment Application containing Contractor's signature is attached.

PROJECT: 14-1278
Hotel @ Marion SquareAPPLICATION #: for 14-1278
DATE OF APPLICATION: 17-SEP-18
PERIOD THRU: 30-SEP-18

A	A1	B	C	D	E	F	G	H	I	
ITEM #	CODE	WORK DESCRIPTION	SCHEDULED AMOUNT	AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD	STORED MATERIALS (NOT IN D OR E)	TOTAL COMPLETED AND STORED (D + E + F)	% COMP. (G / C)	BALANCE TO COMPLETION (C - G)	RETAINAGE (if Variable)
19		CO-18127 - Re-Install Exterior Wall Rigid Insulation and Z-Furring after it was removed by others on levels 3 & 4	1,890.00	1,890.00	0.00		1,890.00	100%	0.00	94.50
20		CO-18129 - Remove/replace drywall and adjust pocket doors in mock up rooms 309 and 311. Premium time for Saturday Only.	1,470.00	1,470.00	0.00		1,470.00	100%	0.00	73.50
21		CO-18253 - Re-frame and hang around windows in room 235 due to damage Extra Work Order 3/8/17	592.00	592.00	0.00		592.00	100%	0.00	29.50
22		CO-18254 - Box out around pipes that did not fall in the plane of fire walls on 2nd floor Extra Work Order 3/13/17	921.00	921.00	0.00		921.00	100%	0.00	45.05
23		CO-17154 - MOD 4 Drawing Revisions	25,511.00	25,511.00	0.00		25,511.00	100%	0.00	1,275.55
24		CO-17428 - RFI 0405 - Roof Modifications	10,695.00	10,695.00	0.00		10,695.00	100%	0.00	534.75
25		CO-17427 - RFI 0149 - Roof Truss Revision Clarifications	9,039.00	9,039.00	0.00		9,039.00	100%	0.00	451.85
26		CO-16687 - Hotel @ Marion Square - Quarry Cast Reduced Scope Forming Rev J	251,123.00	251,123.00	0.00		251,123.00	100%	0.00	13,183.97
27		CO-18205 - Installation of Plaster Ceiling Per ID 502 and ID 504 - MATERIAL COST ONLY	34,798.00	34,798.00	0.00		34,798.00	100%	0.00	1,739.80
28		CO-18259 - Demo and Re-Build Elevator 6 Roof System Due to Shaft Being Built Too High	2,575.75	2,575.75	0.00		2,575.75	100%	0.00	128.79
29		CO-18387 - CO 17413 / BBC Change Order 5 Adjustment	-883.00	-883.00	0.00		-883.00	100%	0.00	-48.15
30		CO-17808 - MOD 2 Drawing Revisions - REVISED	7,821.00	7,821.00	0.00		7,821.00	100%	0.00	391.05
31		CO-18053 - Add 171 Drywall donut features over all tub locations on all room floors per Model Room 8 revisions	128,340.00	128,340.00	0.00		128,340.00	100%	0.00	6,417.00

CONTINUATION PAGE

Precision Walls Inc.

Payment Application containing Contractor's signature is attached.

PROJECT: 14-1278
Hotel @ Marion Square

APPLICATION #: for 14-1278
DATE OF APPLICATION: 17-SEP-18
PERIOD THRU: 30-SEP-18

A	A1	B	C	D	E	F	G	H	I	
ITEM #	CODE	WORK DESCRIPTION	SCHEDULED AMOUNT	COMPLETED WORK		STORED MATERIALS (NOT IN D OR E)	TOTAL COMPLETED AND STORED (D + E + F)	% COMF. (G / C)	BALANCE TO COMPLETION (C - G)	RETAINAGE (If Variable)
				AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
32		CO-17841 - Remove and Replace Drywall at Pkwy Dining 147 due to design changes	2,359.00	2,359.00	0.00		2,359.00	100%	0.00	117.95
33		CO-17284 - MOD 5 Drawing Revisions	19,405.00	19,405.00	0.00		19,405.00	100%	0.00	970.25
34		CO-18318 - SI 38 - Patisserie Wall Changes	1,840.00	1,840.00	0.00		1,840.00	100%	0.00	92.00
35		CO-18429 - SI 41 Boardroom Revisions	1,821.00	1,821.00	0.00		1,821.00	100%	0.00	91.75
36		CO-18430 - SI 41 Prefunction Revisions	2,188.00	2,188.00	0.00		2,188.00	100%	0.00	108.98
37		CO-18417 - SI 39 - Guestroom Patching	1,060.00	1,060.00	0.00		1,060.00	100%	0.00	53.08
38		CO-18483 - RFI 0881 - ADA Bathroom Control Valve Locations	2,538.00	2,538.00	0.00		2,538.00	100%	0.00	126.80
39		CO-18471 - Spa Retail Revisions	4,488.00	4,488.00	0.00		4,488.00	100%	0.00	223.30
40		CO-18405 - Repair Lobby Ceiling Due to Water Damages Extra Work Order 4/29/17	315.00	315.00	0.00		315.00	100%	0.00	15.75
41		CO-18518 - Repair Water Damaged Drywall & Insulation Work Orders Date 6/5/17 - 7/3/17	2,867.00	2,867.00	0.00		2,867.00	100%	0.00	143.35
42		CO-18367 - SI 38 - B32 Wall and Door Frame Demo	2,031.00	2,031.00	0.00		2,031.00	100%	0.00	101.55
43		CO-18410 - RFI 0915 Bathroom RCP Conflict with Ducts	4,517.00	4,517.00	0.00		4,517.00	100%	0.00	226.85
44		CO-18549 - Repair Water Damaged Drywall & Insulation Work Orders Date 7/7/17 - 7/12/17	3,452.00	3,452.00	0.00		3,452.00	100%	0.00	172.60
45		CO-18478 - Temp Wall Extra Work Order Date 8/14/17	3,977.00	3,977.00	0.00		3,977.00	100%	0.00	198.85
46		CO-17804 - Revised Exterior Mock Up Work	15,878.00	15,878.00	0.00		15,878.00	100%	0.00	783.95
47		CO-17858 - Model Room 8 Revisions - Add (2) GRG Shapes per SMR-01	2,498.00	2,498.00	0.00		2,498.00	100%	0.00	124.80
48		CO-18237 - Repair Damaged/Removed Rigid Insulation & Drywall L4 & L5 Extra Work Order 3/12/17	3,438.00	3,438.00	0.00		3,438.00	100%	0.00	171.80

CONTINUATION PAGE

Precision Walls Inc.

Payment Application containing Contractor's signature is attached.

PROJECT: 14-1278 Hotel @ Marion Square

APPLICATION #: 6014-1278
DATE OF APPLICATION: 17-SEP-18
PERIOD THRU: 30-SEP-18

A	A1	B	C	D		E	F	G		H	I	
				COMPLETED WORK				STORED MATERIALS (NOT IN D OR E)	TOTAL COMPLETED AND STORED (D + E + F)			% COMP. (G / C)
ITEM #	CODE	WORK DESCRIPTION	GC Ref#	RCON#	SCHEDULED AMOUNT	AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
49		CO-18348 - SI 39 - Stair 4 Wall Revisions			6,371.00	6,371.00	0.00		6,371.00	100%	0.00	318.55
50		CO-18414 - SI 40 and SI 41R Revisions			6,876.00	6,876.00	0.00		6,876.00	100%	0.00	343.80
51		CO-18569 - Installation of Plaster Ceilings Per ID 502 and ID 504 - Installation COST ONLY			19,825.00	19,825.00	0.00		19,825.00	100%	0.00	991.24
52		CO-17482 - MOD 8 Drawing Revisions			30,480.00	30,480.00	0.00		30,480.00	100%	0.00	1,523.90
53		CO-18808 - Repair Water Damaged Drywall & Insulation Work Orders Dated 8/5/17			333.00	333.00	0.00		333.00	100%	0.00	16.67
54		CO-18823 - Repair Water Damaged Drywall & Insulation Work Orders Dated 8/28/17			945.00	945.00	0.00		945.00	100%	0.00	47.25
55		CO-17508 - MOD 7 Drawing Revisions			37,713.00	37,713.00	0.00		37,713.00	100%	0.00	1,885.64
56		CO-18033 - MOD 8 Drawing Revisions Including RFI 0785 Ceiling Height Modifications			29,868.00	29,868.00	0.00		29,868.00	100%	0.00	1,483.39
57		CO-18238 - Frame Out for 2nd Floor Curtain Pockets Extra Work Order 3/14/17			408.00	408.00	0.00		408.00	100%	0.00	20.30
58		CO-18239 - Reframe Corridor 200FA Ceiling Extra Work Order 3/22/17			373.94	373.94	0.00		373.94	100%	0.00	18.69
59		CO-18240 - REVISED Added Radius Soffit Work at 2nd Floor Rolunde Extra Work Order 3/22/17 & 3/24/17			1,883.00	1,883.00	0.00		1,883.00	100%	0.00	84.15
60		CO-18252 - Repair Damages to 2nd Floor Overhead Inspection Extra Work Order 3/8/17			1,820.00	1,820.00	0.00		1,820.00	100%	0.00	91.00
61		CO-18302 - Re-Frame Soffits at window of prefunction on 2nd floor and add drapery pockets Extra Work Order 3/24/17			483.00	483.00	0.00		483.00	100%	0.00	24.15

CONTINUATION PAGE

Precision Walls Inc.

Payment Application containing Contractor's signature is attached.

PROJECT: 14-1278
Hotel @ Marion Square

APPLICATION #: 14-1278
DATE OF APPLICATION: 17-SEP-18
PERIOD THRU: 30-SEP-18

A	A1	B	C	D		E	F	G		H	I
				AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD			TOTAL COMPLETED AND STORED (D+E+F)	% COMP. (G/C)		
ITEM #	CODE	WORK DESCRIPTION	GC Ref#	RCC#	SCHEDULED AMOUNT	COMPLETED WORK	STORED MATERIALS (NOT IN D OR E)	TOTAL COMPLETED AND STORED (D+E+F)	% COMP. (G/C)	BALANCE TO COMPLETION (C-G)	RETAINAGE (If variable)
62		CO-18303 - Plan Grid Issue #243 Replace insulation and re-hang drywall that was removed due to valve changes in 221B			654.00	654.00		654.00	100%	0.00	32.70
63		CO-18404 - Re-work 2nd floor bathroom windows due to masonry issues Extra Work Order 4/22/17			934.87	934.87		934.87	100%	0.00	46.74
64		CO-18406 - Patching and various issues on the 4th floor Extra Work Orders Dates 4/17/17 thru 5/11/17			9,632.00	9,632.00		9,632.00	100%	0.00	481.74
65		CO-18408 - Kitchen Drywall Repairs ONLY Extra Work Orders Dates 4/13/17 thru 4/28/17			1,195.00	1,195.00		1,195.00	100%	0.00	58.09
66		CO-18458 - Kitchen Added Bulkheads Extra Work Orders Dates 4/13/17 thru 4/28/17			651.00	651.00		651.00	100%	0.00	32.66
67		CO-18476 - Add structural studs to joists at 9th floor elevators for steel Extra Work Orders Dates 6/14/17 - 6/15/17			1,410.00	1,410.00		1,410.00	100%	0.00	70.50
68		CO-18477 - Add Wall not shown on plans at door 500L2 to 888 elevator Inspection Extra Work Orders Date 6/16/17			294.00	294.00		294.00	100%	0.00	14.70
69		CO-18478 - Repair Drywall Damages at 1st Floor BOH Corridor Extra Work Orders Date 6/17/17 - 6/21/17			1,608.80	1,608.80		1,608.80	100%	0.00	80.44
70		CO-18480 - RFI 0678 Lower Upper Dining Soffit			1,501.00	1,501.00		1,501.00	100%	0.00	75.05
71		CO-18481 - Repair Drywall Damages at 3rd floor Extra Work Orders Date 6/5/17 - 6/21/17			8,019.00	8,019.00		8,019.00	100%	0.00	400.95
72		CO-18482 - Repair Damaged Framing on L8 Extra Work Order 6/10/17			1,266.00	1,266.00		1,266.00	100%	0.00	63.30
73		CO-18486 - Hung back drywall where Watson took down to run flex and BMCC raised pipes at air handlers Extra Work Orders Date 6/21/17			3,434.00	3,434.00		3,434.00	100%	0.00	171.70

CONTINUATION PAGE

Precision Walls Inc.

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PROJECT: 14-1278
Hotel @ Marion SquareAPPLICATION #: for 14-1278
DATE OF APPLICATION: 17-SEP-18
PERIOD THRU: 30-SEP-18

A	A1	B	C	D		E	F	G		H	I
ITEM #	CODE	WORK DESCRIPTION	SCHEDULED AMOUNT	COMPLETED WORK			STORED MATERIALS (NOT IN D OR E)	TOTAL COMPLETED AND STORED (D + E + F)	% COMP. (G / C)	BALANCE TO COMPLETION (C - G)	RETAINAGE (If Variable)
74		CO-18487 - Repair damaged rigid insulation and drywall due to electricians Extra Work Orders 8/14/17 & 8/18/17	580.00	580.00		0.00		580.00	100%	0.00	29.00
75		CO-18843 - Shower Niche Back Charge from Watson	-4,815.14	-4,815.14		0.00		-4,815.14	100%	0.00	-240.75
76		CO-18610 - SI 48 Revisions - 2nd Floor Shower Revision Only	4,997.00	4,997.00		0.00		4,997.00	100%	0.00	249.55
77		CO-18570 - RFI 1063 - Operable Wall at PTB Soffit Framing	4,986.00	4,986.00		0.00		4,986.00	100%	0.00	249.54
78		CO-18702 - Repair Water Damaged Drywall & Insulation Work Orders Dated 9/20/17 through 10/13/17	2,745.00	2,745.00		0.00		2,745.00	100%	0.00	137.09
79		CO-18472 - RFI 0889 - Patisserie Door Frame Change Back Charge to BBC NO OHP	1,233.00	1,233.00		0.00		1,233.00	100%	0.00	61.65
80		CO-18706 - 37 More Plaster Ceiling Panels - MATERIAL ONLY	3,818.20	3,818.20		0.00		3,818.20	100%	0.00	190.88
81		CO-18580 - SI 64 - Managers Apartment Ceiling Revisions ONLY	4,631.00	4,631.00		0.00		4,631.00	100%	0.00	231.55
82		CO-18845 - RFI 1025 - Fire Damper Relocation in room 533	1,016.00	1,016.00		0.00		1,016.00	100%	0.00	50.80
83		CO-18646 - Boardroom Entry Pricing Request	1,418.00	1,418.00		0.00		1,418.00	100%	0.00	70.80
84		CO-18677 - 1st Floor Alcove Soffit Drop per Alec Doolley	1,919.00	1,919.00		0.00		1,919.00	100%	0.00	95.95
85		CO-18887 - RFI 1088 - Carnellias Bar Wall Framing	1,250.00	1,250.00		0.00		1,250.00	100%	0.00	62.50
86		CO-18368 - Flush out gap above bathroom soffit and barrel vault ceiling per BBC	3,686.00	3,686.00		0.00		3,686.00	100%	0.00	184.30
87		CO-18426 - RFI 0822 Added Bulkhead to Conceal Sprinkler Pipe in room 435	974.00	974.00		0.00		974.00	100%	0.00	48.70
88		CO-18581 - RFI 1070 - Added Soffit in Room 510	938.00	938.00		0.00		938.00	100%	0.00	46.80
89		CO-18673 - RFI 1121 - Added Soffits and Column Fur Outs in 719	1,549.00	1,549.00		0.00		1,549.00	100%	0.00	77.45

CONTINUATION PAGE

Predation Walls Inc.

PROJECT: 14-1278 Hotel @ Marion Square

APPLICATION #: for 14-1278
DATE OF APPLICATION: 17-SEP-18
PERIOD THRU: 30-SEP-18

A	A1	B	C	D	E	F	G	H	I		
ITEM #	CODE	WORK DESCRIPTION	SCHEDULED AMOUNT	COMPLETED WORK	AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD	STORED MATERIALS (NOT IN D OR E)	TOTAL COMPLETED AND STORED (D + E + F)	% COMP. (G / C)	BALANCE TO COMPLETION (C - G)	RETAINAGE (If Variable)
90		CO-18584 - Furnish and Install FRP in 8th floor food prep	2,531.00	2,531.00		0.00		2,531.00	100%	0.00	126.55
91		CO-18724 - RFI 1133 - LG Pricing Request for Added Access Panels and Door Frame	3,544.00	3,544.00		0.00		3,544.00	100%	0.00	177.20
92		CO-18401 - MSH Plang Grid Issue 438 Repair Damages to Patissierie Ceiling Framing	377.00	377.00		0.00		377.00	100%	0.00	18.85
93		CO-18425 - RFI 0868 - Shaftwall Ceiling at 8th Floor Elevator Equipment Room	2,078.00	2,078.00		0.00		2,078.00	100%	0.00	103.57
94		CO-18518 - Sprinkler Patching Extra Work Orders 8/23/17 - 7/5/17	1,588.00	1,588.00		0.00		1,588.00	100%	0.00	79.40
95		CO-18551 - Sprinkler Patching Extra Work Orders 7/11/17 - 7/17/17	1,343.00	1,343.00		0.00		1,343.00	100%	0.00	67.75
96		CO-18552 - Mechanical Patching/Repair Extra Work Orders 7/10/17 - 7/17/18	2,233.00	2,233.00		0.00		2,233.00	100%	0.00	111.65
97		CO-18553 - Electrical Patching Extra Work Orders 8/5/17 - 8/22/17	1,204.00	1,204.00		0.00		1,204.00	100%	0.00	60.20
98		CO-18607 - Mechanical Patching/Repair Extra Work Orders 8/5/17 - 8/22/17	1,763.00	1,763.00		0.00		1,763.00	100%	0.00	88.15
99		CO-18723 - Lower Ceiling in Room 480K - See BIM Item M.I-0135	252.00	252.00		0.00		252.00	100%	0.00	12.60
100		CO-18725 - Electrical Patching Extra Work Orders 8/14/17 - 12/4/17	2,435.00	2,435.00		0.00		2,435.00	100%	0.00	121.75
101		CO-18728 - Mechanical Patching/Repair Extra Work Orders 8/30/17 - 12/8/17	5,015.00	5,015.00		0.00		5,015.00	100%	0.00	250.75
102		CO-18727 - Sprinkler Patching Extra Work Orders 8/30/17 & 9/20/17	418.00	418.00		0.00		418.00	100%	0.00	20.90
103		CO-18752 - RFI 1166 - Rooftop Pantry Kitchen Hood Height	1,400.00	1,400.00		0.00		1,400.00	100%	0.00	70.00
104		CO-18315 - Large Consoles Revisions Due to Baker Roofing Changes After Approved Submittals	7,749.00	7,749.00		0.00		7,749.00	100%	0.00	387.45
105		CO-18550 - Install Plywood on 3rd Floor Terrace Per BBC Request - See Extra Work Order dated 7/13/17	2,058.00	2,058.00		0.00		2,058.00	100%	0.00	102.80

CONTINUATION PAGE

Precision Walls Inc.

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PROJECT: 14-1278
Hotel @ Marion Square

APPLICATION #: for 14-1278
DATE OF APPLICATION: 17-SEP-18
PERIOD THRU: 30-SEP-18

A	A1	B	C	D		E	F	G		H	I
				COMPLETED	AMOUNT			TOTAL	%		
ITEM #	CODE	WORK DESCRIPTION	GC Ref#	RCO#	SCHEDULED AMOUNT	AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD	COMPLETED AND STORED (D + E + F)	COMP. (G / G)	BALANCE TO COMPLETION (C - G)	RETAINAGE (If Variable)
106		CO-18707 - Framing and Sheathing Adjustments at 3rd Floor Terrace Gable Ends			1,967.50	1,967.50	0.00	1,967.50	100%	0.00	98.37
107		CO-18928 - Won Door Pocket Adjustments			2,579.00	2,579.00	0.00	2,579.00	100%	0.00	128.85
108		CO-18951 - Kitchens 143 & 243 & Linen 300H ceiling repairs			6,886.00	6,886.00	0.00	6,886.00	100%	0.00	334.30
109		CO-18520 - Electrical Patching Extra Work Orders 6/22/17 - 7/5/17			1,033.00	1,033.00	0.00	1,033.00	100%	0.00	5.85
110		CO-18967 - SI 48 Revelations - 2nd Floor Shower Revision Only . DELETE SCOPE			-4,997.00	-4,997.00	0.00	-4,997.00	100%	0.00	-249.79
111		CO-18983 - CDD 4 Work 3/21/18 & 3/22/18			1,303.00	1,303.00	0.00	1,303.00	100%	0.00	65.15
112		CO-18965 - CDD 5 Work 3/23/18, 3/26/18, 3/27/18			2,482.00	2,482.00	0.00	2,482.00	100%	0.00	124.10
113		CO-18952 - Added Quarrycast Flat Veneer Panels & Custom Pilasters at Foyer Hopes Door Jambal/need per BBC Request			18,093.00	18,093.00	0.00	18,093.00	100%	0.00	1,356.98
114		CO-18222 - SI 36 R1 Owner Change Directive Levels 3-8			15,548.39	15,548.39	0.00	15,548.39	100%	0.00	777.42
115		CO-18788 - Furnish and Install FRP at Roof Top Bar per ID-983, 14B			1,413.00	1,413.00	0.00	1,413.00	100%	0.00	70.85
116		CO-18997 - CDD 6 Work 4/9/18 & 4/10/18			2,729.00	2,729.00	0.00	2,729.00	100%	0.00	138.45
117		CO-18900 - CDD 4 Work 4.13.18			671.00	671.00	0.00	671.00	100%	0.00	33.55
118		CO-18901 - CDD 6 Work 4/19/18			878.00	878.00	0.00	878.00	100%	0.00	43.80
119		CO-18625 - Demo, shore up, and re-install elevator fronts on levels 3-8			6,152.00	6,152.00	0.00	6,152.00	100%	0.00	307.60
120		CO-18902 - Re-Frame 9th Floor Elevator Lobby Walls/Ceiling to Accommodate Elevator Doors			3,086.00	3,086.00	0.00	3,086.00	100%	0.00	154.30
121		CO-18908 - CDD 2 Work 4/23/18			692.00	692.00	0.00	692.00	100%	0.00	33.10
122		CO-18923 - CDD 10 Work - 5/7/18 thru 5/11/18			2,507.00	2,507.00	0.00	2,507.00	100%	0.00	125.35
123		CO-18924 - CDD 8 Work - 4/20/18 thru 5/24/18			2,829.00	2,829.00	0.00	2,829.00	100%	0.00	141.45

TINUATION PAGE

Precision Walls Inc.

Application containing Contractor's signature is attached.

PROJECT: 14-1278
Hotel @ Marion SquareAPPLICATION #: for 14-1278
DATE OF APPLICATION: 17-SEP-18
PERIOD THRU: 30-SEP-18

A1	B	C	D		E	F	G	H	I		
			COMPLETED WORK	AMOUNT PREVIOUS PERIODS						AMOUNT THIS PERIOD	STORIED MATERIALS (NOT IN D OR E)
CODE	WORK DESCRIPTION	GC Ref#	RCC#	SCHEDULED AMOUNT							
CO-18925 - CDD 2 Work - 5/2/18 thru 5/14/18				8,075.00	9,075.00	0.00		9,075.00	100%	0.00	453.75
CO-18931 - CDD 8 - 5/17/18 Managers Apartment				843.00	843.00	0.00		843.00	100%	0.00	42.15
CO-18932 - CDD 7 - 5/16/18 thru 5/17/18 Private Dining Work				759.00	759.00	0.00		759.00	100%	0.00	37.85
CO-18933 - CDD 2 Work - 5/5/18 thru 5/25/18				16,034.00	16,034.00	0.00		16,034.00	100%	0.00	801.70
CO-18926 - CDD 17 Work - 5/31/18 thru 6/5/18				2,235.00	2,235.00	0.00		2,235.00	100%	0.00	111.75
CO-18959 - CDD 8 Work - 6/5/18 thru 6/11/18				4,905.00	4,905.00	0.00		4,905.00	100%	0.00	245.25
CO-18960 - CDD 7 Work - 6/5/18 thru 6/11/18				2,398.00	2,398.00	0.00		2,398.00	100%	0.00	119.80
CO-18964 - CDD 8 Work - 6/15/18 thru 6/16/18				3,038.00	3,038.00	0.00		3,038.00	100%	0.00	303.80
CO-18965 - CDD 8 Work - 6/18/18 thru 6/22/18				3,492.00	3,492.00	0.00		3,492.00	100%	0.00	349.20
CO-18967 - CDD 10 Work - 6/18/18 thru 6/21/18				2,384.00	2,384.00	0.00		2,384.00	100%	0.00	238.40
CO-18980 - CDD 8 Work - 7/10/18 thru 7/12/18				1,343.00	1,343.00	0.00		1,343.00	100%	0.00	134.30
CO-18988 - CDD 2 Work 7/27/18				450.00	450.00	0.00		450.00	100%	0.00	45.00
CO-18989 - CDD 2 Work 7/30/18 thru 7/31/18				766.00	766.00	0.00		766.00	100%	0.00	76.60
CO-18982 - Relocate load bearing wall on level 8 to accommodate wheel chair ramp				3,220.00	3,220.00	0.00		3,220.00	100%	0.00	322.00
CO-19000 - Damaged Ceiling Tile Repairs per BEC Request - All floors				7,100.00	7,100.00	0.00		7,100.00	100%	0.00	710.00
CO-19015 - CDD 22 Work 8/2/18 & 8/3/18				380.00	380.00	0.00		380.00	100%	0.00	38.00
CO-19016 - CDD 7 Work 8/10/18				307.00	0.00	307.00		307.00	100%	0.00	30.70
CO-18788 - CDD #2 - Added drywall at Stair 6 window with tint				567.00	0.00	567.00		567.00	100%	0.00	56.70
CO-19018 - CDD 2 Work - 8/31/18 thru 9/4/18				2,089.00	0.00	2,089.00		2,089.00	100%	0.00	209.99

7317 Peppermill Pkwy N. Charleston, SC 29418

T 843-783-6020 F

R - 6978

CONTINUATION PAGE

Precision Wells Inc.

Payment Application containing Contractor's signature is attached.

PROJECT: 14-1278
Hotel @ Marion SquareAPPLICATION #: for 14-1278
DATE OF APPLICATION: 17-SEP-18
PERIOD THRU: 30-SEP-18

A	A1	B	C	D		E	F	G	PROJECT #1:			
				COMPLETED WORK					H	I		
ITEM #	CODE	WORK DESCRIPTION	GC Ref#	RCC#	SCHEDULED AMOUNT	AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD	STORED MATERIALS (NOT IN D OR E)	TOTAL COMPLETED AND STORED (D + E + F)	% COMPLETION (G / C)	BALANCE TO COMPLETION (C - G)	RETAINAGE (If Variable)
Group Sub Total					1,053,038.31	1,050,065.31	2,973.00		1,053,038.31	100%	0.00	54,988.37
SUB TOTAL					1,053,038.31	1,050,065.31	2,973.00		1,053,038.31	100%	0.00	54,988.37
FINAL TOTAL					\$4,614,737.31	\$4,511,704.31	\$2,973.00		\$4,514,737.31	100%	\$0.00	\$228,073.41

R - 6979

Subcontractor's and Other Lower Tier's Conditional Waiver and Release of Lien
(Upon Progress Payment)
KNOW ALL MEN BY THESE PRESENTS:

That Precision Walls, Inc. (the "Lienor") in consideration of the payment of the sum of \$ 2,675.70 (the "Payment Amount") to be made by Ballour Bally Construction, LLC (the "Contractor") or Library Associates, LLC ("Owner"), and effective upon remittance of the Payment Amount and contingent upon final clearance and payment of the Payment Amount releases, waives and quits claims to Contractor, the Owner, and their respective successors and assigns, all liens and lien rights 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 or materials furnished by or through Lienor for the construction of any improvements thereon through the last date of work covered by payment application number 28 except for retention, open change order requests, the unpaid balance of prior payment applications, if any, and those other claims or disputes identified as follows:

See Attached CO Log

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 which Lienor has against the Property, the Contractor, and the Owner on account of labor and services performed or materials furnished by or through Lienor for the construction of any improvements thereon through the last date of work covered by payment application number 28, except for retention, open change order requests, the unpaid balance of prior payment applications, if any, and those other claims identified above. That all laborers retained or employed by the Lienor for construction of improvements of the Property, all suppliers and sub-contractors of Lienor who have furnished labor, material and services for the undersigned for the construction of the 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 through the last date of work covered by payment application number 28, excluding the items identified hereinabove.

IN WITNESS THEREOF, I have hereunto set my hand and seal this 19 day of Sept, 2018.

Signed, sealed and delivered
In the presence of:
[Signature]
Print Name
[Signature]
Print Name
Precision Walls, Inc.,
a S corporation
[Signature]
Signature
Mark H. Hester
Print Name & Title

STATE OF SC
COUNTY OF Charleston

The foregoing instrument was acknowledged before me, this 19 day of Sept, 2018, by Mark H. Hester of Precision Walls, Inc., a S corporation on behalf of (type of corporation) as identification.

My Commission Expires: 8/19/2027
BRENDY
NOTARY PUBLIC
SOUTH CAROLINA
[Signature]
SC

R - 6981

[illegible]

[illegible]

[illegible]

**Balfour Beatty
Construction**

Exhibit D2

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

The undersigned,

(Subcontractor/Vendor)

L & W Supply

(Name of Vendor)

, pursuant to a contract or agreement with:

Balfour Beatty Construction, LLC

("BBC")

Precision Walls Inc.

a subcontractor to BBC or a

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

Hotel at Marion Square

("Project")

(Name or Description of Project)

which is located at

404 King Street, Charleston, SC 29403

in the City of

Charleston

, and County of

Charleston

, and is owned by

Library Associates, LLC

("Owner").

Subcontractor has been paid and received payment of \$ 1,000,000.00 the sufficiency of which is hereby acknowledged and confessed,

(Amount to be paid to Vendor)

and as such Subcontractor hereby: (1) waives, releases and relinquishes any and all liens and claims of lien, actual or potential, and bonds or bond rights for the Work performed, rendered, supplied or furnished by Subcontractor for or with respect to the Project through

7/31/18

(Insert date through which release is given)

(the "Release Period"); and, (2) waives, releases and relinquishes any and all claims for payment for Work performed, rendered, supplied or furnished by the Subcontractor for or with respect to the Project through the Release Period including any claims for extended or additional job costs and overhead, lost profits, impact cost and the like, as well as claims and demands arising from any contended delays, disruptions or changes to the Work, except with regard to retainer amounts and compensation for extra work but only to the extent such extra work is specifically identified below:

None

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

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

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

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

Given under hand and seal this

18th

day of

Sept20 18

(Name of Vendor)

By:

Liam Tripp

(Signature)

Cust. Acct. Executive

(Date or Type the Signer Name and Title)

STATE OF

IL

COUNTY OF

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

Signed:

Olivia Quinones

Notary Public

My Commission expires:

11/27/19

Balfour Beatty
Construction

Request for Payment

Pay Request # **PE07**
Work Performed Through: **09/30/18**

Subcontractor's Name **Warco Construction, Inc.**
Subcontractor's Address **3910 Stuart Andrew Blvd.**
Charlotte, NC 28217
Phone Number **704-512-5200**
Fax Number **704-521-5189**

Project Name: **Hotel at Marlon Square** Job No.: **13026400** Date: **09/25/18**
Owner: **Library Associates, LLC**

Description of Work:	Specialties DIV 10
Original Contract Amount	\$585,000.00
Change Order Total	\$13,750.00
Through C/O # 0	
Total Revised Contract	\$598,750.00
Previous Work Performed to Date(SSR)	\$390,813.00
Value of Materials Stored On Site	\$0.00
Value of Materials Stored Off Site	\$0.00
Current Month Gross	\$26,447.00
New Work Performed to Date	\$417,060.00
Less 10 % Retainage	\$41,706.00
Amount Earned to Date	\$375,354.00
Less Previous Net Billings	\$351,551.70
Less Adjustments/Joint Checks	\$0.00
Less Pending Back Charges	\$0.00
Total Amount this Requisition	\$23,802.30

Subcontract ☒ Purchase Order ☐

Other Contract Type

Unit Price ☐ Lump Sum ☒
Bonded ☐ Unbonded ☒

Subguard ☐ Alternate Plan ☐

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

Insurance Status **FINALED**
Insurance Expiration Date **12/31/18**

Release Attached Y ☐ N ☐
Tier/Supplier Release Y ☐ N ☐
if Required
Reducing Retention Y ☐ N ☐

If reducing retainage, reducing From ☐ To ☒
Consent of Surety for retention reduction if bonded Y ☐ N ☐
New materials stored off site Y ☐ N ☒
If yes, attach stored materials checklist

Final Payment Y ☐ N ☒
If yes, see attached checklist

Owner Billing Number **12**

Owner Payment Rec'd Date

Payment Terms: **Pay When Paid**

Pay Select # **1448328**
2370093

For Balfour Beatty Use Only:

CO #	Vendor #	Job #	Contract No.
50000	120046	13026400	535592
Date	Invoice #	Description	
09/30/18	13026400 - PE07	13026400 . PE# PE07 . 18.09	
Gross Amount	Retainage Amt	Net Amount	
\$26,447.00	\$1,322.35	\$23,802.30	
Trade Account?	Tax Code	Pay Item & Cost Code	Accrued Tax?
NO		400.51000000 40	NO
Hall Codes:	02- OWNER FUNDING Lower Tier Schedule/waivers PM APP		

Approvals: **CA 09/25/18**
PM / Date PA / Date APA / Date

Balfour Beatty
Construction**Request for Payment**Subcontractor's Name
Subcontractor's Address

Warco Construction, Inc.

3910 Shant Andrew Blvd

Charlotte, NC 28217

Phone Number

704-521-5200

Fax Number

704-521-5100

Pay Request #

07 16827

Work Performed Through:

07/31/2018

Project Name: Hotel at Marlon Square
Owner:Job No.: 13026000Date: 07/19/2018**Description of Work:**Specialties Div 18

Original Contract Amount

\$163,000.00

Change Order Total

\$0.00

Through C/O #:

Total Revised Contract

\$163,000.00

Value of Work Performed to Date

\$417,060.00

Value of Materials Stored On Site

Value of Materials Stored Off Site

Current Month (Stored Materials)

Total

\$417,060.00Less 10 % Retainage\$41,706.00

Amount Earned to Date

\$375,354.00

Less Previous Billings/Payments

\$351,551.70

Less Adjustments/Infl Checks

Less Pending Back Charges

Total Amount this Request/Don

\$23,802.30**For Balfour Beatty Use Only:**

CO #	Vendor #	Job #	Contract No.
Date	Invoice #	Description	
Gross Amount	Retainage Amt	Net Amount	
\$417,060.00	\$41,706.00	\$23,802.30	
Acorns Tax	Tax Code	Pay Item & Cost Code	
YES			
NO			
(Add Codes)			

Approvals:

PM / Date

PA / Date

APA / Date

Subcontract ☐Purchase Order ☐**Other Contract Type**Unit Price ☐Lump Sum ☐Bonded ☐Unbonded ☐Subgrant ☐Ultimate Plan ☐Contract Increased 20%? Y ☐ N ☐If yes, bond rider received Y ☐ N ☐EEO Reports Current Y ☐ N ☐Certified Payrolls Current Y ☐ N ☐**Insurance Status**

Insurance Expiration Date

Release Attached Y ☐ N ☐Tier/Supplier Release Y ☐ N ☐

If Required

Reducing Retention Y ☐ N ☐

If reducing retainage, reducing

Consent of Surety for retention

reduction if bonded Y ☐ N ☐New materials stored off site Y ☐ N ☐

If yes, attach stored materials checklist

Final Payment Y ☐ N ☐

If yes, see attached checklist

Owner Billing Number

Owner Payment Rec'd Date:

Payment Terms:

Pay Select #

APPLICATION AND CERTIFICATE FOR PAYMENT

TO (Contractor):

BALFOUR BEATTY CONSTRUCTION, LLC
1930 Camden Road, Suite 290
Charlotte, NC 28203

PROJECT:

Hotel at Marion Square

FROM (TRADE CONTRACTOR):

Warco Construction Inc.
3910 Stuart Andrew Blvd
Charlotte, NC 28210

VIA (Construction Contract):

AIA DOCUMENT G702

PAGE 1 OF 2 PAGES

APPLICATION: 07-15-15827 DISTRIBUTION TO:

PERIOD FROM 07/01/2018

OWNER

PERIOD TO: 07/31/2018

CONTRACTOR

ARCHITECT

TRADE CONTRACTOR

ARCHITECTS
PROJECTS NO:

13025000

CONTRACT DATE:

06/29/2015

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

Continuation Sheet

CHANGE ORDER SUMMARY	
Change Orders applied previous months by Owner	DEDUCTIONS
TOTAL	
Approved this Month No. Date Approved	
0.00	
TOTALS	\$0.00
No change by Change Orders:	\$0.00

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

CONTRACTOR: Warco Construction, Inc.

By: *[Signature]* Date: 07/13/2018**CONTRACTOR'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Construction Manager 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 Trade Contractor is entitled to payment of the AMOUNT CERTIFIED.

1. ORIGINAL CONTRACT SUM**2. Net change by Change Orders****3. CONTRACT SUM TO DATE (Line 1 + 2)****4. TOTAL COMPLETED & STORED TO DATE****5. RETAINAGE:**a. 10 % of Completed Workb. 0 % of Stored Material

Total Retainage (Line 5a + 5b or

Total in Column 1)

6. TOTAL EARNED LESS RETAINAGE

(Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 8 from prior Certificate)**8. CURRENT PAYMENT DUE****9. BALANCE TO FINISH, PLUS RETAINAGE**

(Line 3 less Line 6)

State of: North Carolina

County of: Mecklenburg

Notary Public: *[Signature]*

My commission expires: 12/08/2020

AMOUNT CERTIFIED

(Attach explanation if amount certified differs from amount requested for.)
CONTRACTOR: BALFOUR BEATTY CONSTRUCTION, LLC

By: *[Signature]* Date: 07/13/2018

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

Dana R. Malone
Notary Public
Savannah County, NC

CONTINUATION SHEET

AIA DOCUMENT G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

AIA DOCUMENT G703 (Instructions on reverse side) PAGE OF PAGES

Contractor's signed Certification is attached.

APPLICATION NUMBER: 7

APPLICATION DATE: 2018-07-13

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

PERIOD TO: 2018-07-31

Use Column I on Contracts where variable retentage for line items may apply.

ARCHITECTS PROJECT NO:

ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H BALANCE TO FINISH (C - G)	I RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD				
1	Restroom Accessories	274050.00	274050.00	0.00	0.00	274050.00	0.00	27405.00
2	Wall Protection	13120.00	0.00	13120.00	0.00	13120.00	0.00	1312.00
3	Lockers	25460.00	25460.00	0.00	0.00	25460.00	0.00	2546.00
4	Fire Protection Specialties	11400.00	11400.00	0.00	0.00	11400.00	0.00	1140.00
5	Linen Chutes	27810.00	27810.00	0.00	0.00	27810.00	0.00	2781.00
6	Shutters	166600.00	0.00	0.00	0.00	0.00	166600.00	0.00
7	Projection Screens	7150.00	0.00	7150.00	0.00	7150.00	0.00	715.00
8	Safety Deposit Boxes	2800.00	2240.00	560.00	0.00	2800.00	0.00	280.00
9	Depository Safe	2500.00	2000.00	500.00	0.00	2500.00	0.00	250.00
10	EZ Access Ramps	2660.00	2394.00	266.00	0.00	2660.00	0.00	266.00
11	Mangers Apartment Appliances	4160.00	0.00	0.00	0.00	0.00	4160.00	0.00
12	Knox Box	3300.00	0.00	0.00	0.00	0.00	3300.00	0.00
13	Conderge Fireplace / Mantel	10200.00	7140.00	0.00	0.00	7140.00	3060.00	714.00
14	General Conditions	30462.00	24369.00	1523.00	0.00	25892.00	4570.00	2589.20
15	Composite Clean Up	3328.00	0.00	3328.00	0.00	3328.00	0.00	332.80
0	Change Order # 1	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0	Change Order # 2 (17-18233)	13750.00	13750.00	0.00	0.00	13750.00	0.00	1375.00
Total		598750.00	390613.00	26447.00	0.00	417060.00	181690.00	41706.00

AIA DOCUMENT G703 APPLICATION AND CERTIFICATE FOR PAYMENT MAY 1983 EDITION AIA® © 1983 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.Y., WASHINGTON, D.C. 20008

G703-1983

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

KNOW ALL MEN BY THESE PRESENTS:

That Warco Construction (the "Lienor") for and in consideration of the payment of the sum of \$ 23,802.30 and other good and valuable consideration paid by Balfour Beatty Construction, LLC (the "Contractor") or Library Associates, LLC ("Owner"), receipt of which is hereby acknowledged, hereby releases, waives and quit claims to Contractor, the Owner, and their respective successors and assigns, all liens, lien rights, claims or demands of any kind whatsoever, which Lienor now has or might have against Contractor and/or Owner and/or the buildings and improvements on the premises legally described as: See Exhibit "A" attached hereto (the "Property") on account of labor and services performed and/or material furnished for the construction of any improvements thereon; except for retention, and open change order requests, claims or disputes identified as follows:

None

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

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

IN WITNESS THEREOF, I have hereunto set my hand seal this 13 day of July, 20 18

Signed, sealed and delivered
In the presence of:

Signature
Dana R. Malone

Print Name _____

STATE OF NC

COUNTY OF Mecklenburg

Warco Construction, Inc.

a _____ corporation

Signature
H.G. Warren, Jr., President

Print Name & Title

The foregoing instrument was acknowledged before me this 13 day of July, 2018, by H.G. Warren, Jr., President of Warco Construction, Inc., a corporation on, on behalf of the corporation. He/she is personally known to me or has produced in person (type of identification) as identification.

Dana R Malone

NOTARY PUBLIC, STATE OF NC

My Commission Expires: 12/08/2020

Dana R. Malone

**Notary Public
Cabarrus County, NC**

2.2 Commission Expires

R - 6992

**Balfour Beatty
Construction**

Exhibit F1

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

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

Hotel at Marion Square ("Project")

(Name or Description of Project)

which is located at _____
In the City of Charlotte, and County of Mecklenburg,

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

Upon receipt by Subcontractor of a check in the sum of \$ 23,802.30
(Amount to be paid to Subcontractor)

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

(Insert date through which release is given)

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

None

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

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

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

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

Given under hand and seal this 13 day of July, 2018.

Warco Construction, Inc.
(Company Name)

By: TK Waneff

Its: President

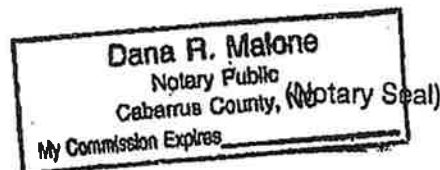
STATE OF NORTH CAROLINA

COUNTY OF Mecklenburg

The foregoing instrument was signed, sealed and acknowledged before me this 13th day of July, 2018, by the aforesaid representative, having been duly sworn and stating and affirming that he/she is duly authorized to give this Affidavit and that the foregoing statements are true.

Signed: Dana R. Malone
Notary Public Dana R. Malone

My Commission expires: 12/08/2020



Balfour Beatty
Construction**Request for Payment**

Pay Request #	08 15827
Work Performed Through:	08/31/2018

Subcontractor's Name Waco Construction, Inc.
 Subcontractor's Address 3910 Stuart Andrew Blvd
Charlotte, NC 28217
 Phone Number 704-521-5200
 Fax Number 704-521-5199

Project Name: Hotel at Marion Square Job No.: 13028000 Date: 08/20/2018
 Owner: _____

Description of Work: Specialties Div 10

Original Contract Amount	\$585,000.00
Change Order Total Through C/O #: _____	\$50,000.00
Total Revised Contract	\$635,000.00
Value of Work Performed to Date	\$460,536.00
Value of Materials Stored On Site	
Value of Materials Stored Off Site	
Current Month (Stored Materials)	
Total	\$460,536.00
Less 10% Retainage	\$46,053.60
Amount Earned to Date	\$414,482.40
Less Previous Billings/Payments	\$375,354.00
Less Adjustments/Joint Checks	
Less Pending Back Charges	
Total Amount this Requisition	\$39,128.40

For Balfour Beatty Use Only:

CO #	Vendor #	Job #	Contract No.
Date	Invoice #	Description	
Gross Amount		Retainage Amt	Net Amount
\$460,536.00		\$46,053.60	\$39,128.40
Accrue Tax	Tax Code	Pay Item & Cost Code	
YES			
NO			
Unit Cost			

Subcontract ☐	Purchase Order ☐
Other Contract Type	
Unit Price ☐	Lump Sum ☐
Bonded ☐	Unbonded ☐
Subguard ☐	Alternate Plan ☐
Contract Increased 20%?	Y ☐ N ☐
If yes, bond rider received	Y ☐ N ☐
EEO Reports Current	Y ☐ N ☐
Certified Payrolls Current	Y ☐ N ☐
Insurance Status	
Insurance Expiration Date	
Release Attached	Y ☐ N ☐
Tier/Supplier Release	Y ☐ N ☐
If Required	
Reducing Retention	Y ☐ N ☐
If reducing retainage, reducing	From ☐ To ☐
Consent of Surety for retention	Y ☐ N ☐
reduction if bonded	
New materials stored off site	Y ☐ N ☐
If yes, attach stored materials checklist	
Final Payment	Y ☐ N ☐
If yes, see attached checklist	
Owner Billing Number	
Owner Payment Rec'd Date:	
Payment Terms:	
Pay Select #	

Approvals:

PM / Date

PA / Date

APA / Date

APPLICATION AND CERTIFICATE FOR PAYMENT

TO (Contractor):

BALFOUR BEATTY CONSTRUCTION, LLC
1930 Camden Road, Suite 280
Charlotte, NC 28203

PROJECT:

Hotel at Marion Square

FROM (TRADE CONTRACTOR):

Warco Construction Inc.
3910 Stuart Andrew Blvd
Charlotte, NC 28210

VIA (Construction Contract):

AIA DOCUMENT G702

PAGE 1 OF 2 PAGES

APPLICATION: 08-15-15827 DISTRIBUTION TO:

PERIOD FROM 08/01/2018

PERIOD TO: 08/31/2018

OWNER

CONTRACTOR

ARCHITECT

TRADE CONTRACTOR

ARCHITECT'S

PROJECTS NO:

13026000

CONTRACT FOR: Division 10

CONTRACTOR'S APPLICATION FOR PAYMENT

CONTRACT DATE:

06/29/2015

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

Continuation Sheet

CHANGE ORDER SUMMARY	
Change Orders applied previous months by Owner	ADDITIONS
TOTAL	DEDUCTIONS
Approved this Month	
No. Date Approved	
1	
TOTALS	50,006.00
Net change by Change Orders:	\$50,006.00

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

CONTRACTOR: Warco Construction, Inc.

By: [Signature] Date: 08/20/2018**CONTRACTOR'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Construction Manager 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 Trade Contractor is entitled to payment of the AMOUNT CERTIFIED.

1. ORIGINAL CONTRACT SUM	\$ 585,000.00
2. Net change by Change Orders	\$ 50,006.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$ 635,006.00
4. TOTAL COMPLETED & STORED TO DATE	\$ 460,536.00

5. RETAINAGE:

a. 10 % of Completed Work \$ 46,053.60

(Column D + E)

b. 0 % of Stored Material \$

(Column F)

Total Retainage (Line 5a + 5b or

Total in Column I)

6. TOTAL EARNED LESS RETAINAGE \$ 46,053.60

(Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 375,354.00

8. CURRENT PAYMENT DUE \$ 39,128.40

9. BALANCE TO FINISH, PLUS RETAINAGE \$ 220,523.60

(Line 3 less Line 6)

State of: North Carolina County of: Mecklenburg

Subscribed and sworn to before me this 20th day of August, 2018

Notary Public: [Signature] Dana R. Malone

My commission expires: 12/08/2020

My Commission Expires

Dana R. Malone

Notary Public

Cabarrus County, NC

AMOUNT CERTIFIED
(Attach explanation if amount certified differs from the amount applied for.)
CONTRACTOR: BALFOUR BEATTY CONSTRUCTION, LLC

By: _____ Date: _____

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

CONTINUATION SHEET

AIA DOCUMENT G703, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

AIA DOCUMENT G703 (Instructions on reverse side) PAGE OF PAGES

Contractor's signed Certification is attached.

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

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

APPLICATION NUMBER: 8

APPLICATION DATE: 2018-08-20

PERIOD TO: 2018-08-31

ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H BALANCE TO FINISH (C - G)	I RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD E				
1	Restroom Accessories	274050.00	274050.00	0.00	0.00	274050.00	0.00	27405.00
2	Wall Protection	13120.00	13120.00	0.00	0.00	13120.00	0.00	1312.00
3	Lockers	25460.00	25460.00	0.00	0.00	25460.00	0.00	2546.00
4	Fire Protection Specialties	11400.00	11400.00	0.00	0.00	11400.00	0.00	1140.00
5	Linen Chutes	27810.00	27810.00	0.00	0.00	27810.00	0.00	2781.00
6	Shutters	166600.00	0.00	0.00	0.00	0.00	166600.00	0.00
7	Projection Screens	7150.00	7150.00	0.00	0.00	7150.00	0.00	715.00
8	Safety Deposit Boxes	2800.00	2800.00	0.00	0.00	2800.00	0.00	280.00
9	Depository Safe	2500.00	2500.00	0.00	0.00	2500.00	0.00	250.00
10	EZ Access Ramps	2660.00	2660.00	0.00	0.00	2660.00	0.00	266.00
11	Mangers Apartment Appliances	4160.00	0.00	4160.00	0.00	4160.00	0.00	416.00
12	Knox Box	3300.00	0.00	0.00	0.00	0.00	3300.00	0.00
13	Concierge Fireplace / Mantel	10200.00	7140.00	3060.00	0.00	10200.00	0.00	1020.00
14	General Conditions	30462.00	25892.00	0.00	0.00	25892.00	4570.00	2589.20
15	Composite Clean Up	3328.00	3328.00	0.00	0.00	3328.00	0.00	332.80
16	Change Order # 1	0.00	0.00	0.00	0.00	0.00	0.00	0.00
17	Change Order # 2 (17-1823)	13750.00	13750.00	0.00	0.00	13750.00	0.00	1375.00
18	Change Order # 3 Appliances Package 1	36256.00	0.00	36256.00	0.00	36256.00	0.00	3625.60
	Total	635006.00	417060.00	43476.00	0.00	460536.00	174470.00	46053.60

AIA DOCUMENT G703 APPLICATION AND CERTIFICATE FOR PAYMENT MAY 1983 EDITION AIA® © 1983
THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006

G703-1983

Balfour Beatty
Construction

Exhibit F1

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

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

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

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

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

Upon receipt by Subcontractor of a check in the sum of \$ 39,128.40
(Amount to be paid to Subcontractor)

the sufficiency of which is hereby acknowledged and confessed, and when the check has been
properly endorsed and has been paid by the bank on which it is drawn, this document becomes
effective pursuant to which the Subcontractor hereby: (1) waives, releases and relinquishes any
and all liens and claims of lien, actual or potential, and all bonds and bond rights, for the Work
performed, rendered, supplied or furnished by Subcontractor for or with respect to the Project
through August 31 2018 (the "Release Period"); and, (2) waives, releases

(Insert date through which release is given)

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

None

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

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

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

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

Given under hand and seal this 20 day of August, 2018.

Warco Construction, Inc.

(Company Name)

By: HG Wamey Jr

Its: President

STATE OF NORTH CAROLINA

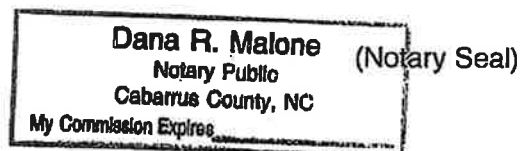
COUNTY OF Mecklenburg

The foregoing instrument was signed, sealed and acknowledged before me this 20th day of August, 2018, by the aforesaid representative, having been duly sworn and stating and affirming that he/she is duly authorized to give this Affidavit and that the foregoing statements are true.

Signed: Dana R. Malone

Notary Public Dana R. Malone

My Commission expires: 12/08/2020



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

KNOW ALL MEN BY THESE PRESENTS:

That Warco Construction (the "Lienor") for and in consideration of the payment of the sum of \$ 39,128.40 and other good and valuable consideration paid by Balfour Beatty Construction, LLC (the "Contractor") or Library Associates, LLC ("Owner"), receipt of which is hereby acknowledged, hereby releases, waives and quit claims to Contractor, the Owner, and their respective successors and assigns, all liens, lien rights, claims or demands of any kind whatsoever, which Lienor now has or might have against Contractor and/or Owner and/or the buildings and improvements on the premises legally described as: See Exhibit "A" attached hereto (the "Property") on account of labor and services performed and/or material furnished for the construction of any improvements thereon; except for retention, and open change order requests, claims or disputes identified as follows:

None

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

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

IN WITNESS THEREOF, I have hereunto set my hand seal this 24 day of August, 2018

Signed, sealed and delivered
in the presence of:

Kate Bulas
Signature

Kate Bulas

Print Name

STATE OF NC

COUNTY OF Mecklenburg

Warco Construction, Inc.

a _____ corporation

H.G. Warren, Jr.
Signature

H.G. Warren, Jr., President

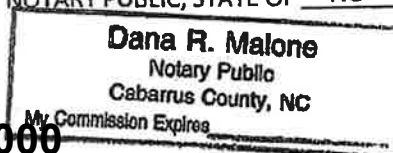
Print Name & Title

The foregoing instrument was acknowledged before me this 20 day of August, 2018 by H.G. Warren, Jr. President of Warco Construction, Inc. a _____ corporation on, on behalf of the corporation. He/she is personally known to me or has produced In Person (type of identification) as Identification.

Dana R. Malone
NOTARY PUBLIC, STATE OF NC

My Commission Expires:

12/08/2020



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