

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

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.

SUPPLEMENT TO THE RECORD ON APPEAL – VOLUME 7 OF 22

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“Supp. R.” refers to this Supplement to the Record on Appeal, submitted electronically pursuant to the Court’s June 23, 2026 Order granting Respondent leave to file an electronic supplemental record. The Supplement contains materials from the proceedings below designated by Respondent that do not appear in the printed Amended Record on Appeal, together with the complete versions of voluminous exhibits whose first pages appear in the printed Record (cross-referenced under “Printed R-”). Library Associates, LLC’s Filing of March 13, 2024 Hearing Exhibits appears in full in the printed Record at R-8793 to R-9825 and is not duplicated here.

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***Trial Order, filed October 6, 2023 — Convenience Copy
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¹ The original Trial Order, with the Court’s citations as written, appears in the printed Amended Record on Appeal at R-79 to R-125. The Trial Order contains citations to matter, which the Trial Court relied upon in making its determinations. The version at Supp. R. C-1 (Volume 1) is a supplemental convenience copy that updates those citations by setting out, at the foot of each page, the pages of the Amended Record (R-) and this Supplemental Record (Supp. R.) to which they correspond, so that the Court is not burdened with searching the Record for the matter the Trial Court cited. The text of the Order itself is unaltered.

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CO 17	Paint Application at Foyer	\$10,126.00	\$10,126.00			\$10,126.00	100.00%	\$0.00	\$506.30
CO 17	SF 05 Tone Cornices	\$3,582.00	\$3,582.00			\$3,582.00	100.00%	\$0.00	\$179.10
CO 17	Recaulk/Repair Guest Trim 3rd Floor	\$2,400.00	\$2,400.00			\$2,400.00	100.00%	\$0.00	\$120.00
CO 18	Repair Torn Down Mock Up Trim	\$560.09	\$560.09		\$0.00	\$560.09	100.00%	\$0.00	\$28.00
CO 18	Repair 3rd Floor Porails	\$1,407.60	\$1,407.60		\$0.00	\$1,407.60	100.00%	\$0.00	\$70.38
CO 18	Recaulk & Repair 1st Floor	\$7,612.43	\$7,612.43			\$7,612.43	100.00%	\$0.00	\$380.62
CO 18	Recaulk Grand Stair & Ballroom Trim	\$3,670.79	\$3,670.79			\$3,670.79	100.00%	\$0.00	\$183.54
CO 18	Prep & Repair 4th Floor After Trim Removal	\$828.00	\$828.00			\$828.00	100.00%	\$0.00	\$41.40
CO 18	Recaulk Upper Dining & Prefunction	\$9,688.09	\$9,688.09			\$9,688.09	100.00%	\$0.00	\$484.40
CO 18	Painting Exit Pipe Supports Mock Up	\$383.31	\$383.31			\$383.31	100.00%	\$0.00	\$19.17
CO 18	Recaulk & Repair Upper Dining	\$5,073.88	\$5,073.88			\$5,073.88	100.00%	\$0.00	\$253.69
	GRAND TOTALS	\$932,262.92	\$917,608.61	\$5,908.39	\$10.00	\$926,683.67	99%	\$6,129.25	\$46,341.68

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

918,669.00

Exhibit F1

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

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

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

which is located at King Street
(Street Address)

in the City of Charleston, and County of Charleston.

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

Upon receipt by Subcontractor of a check in the sum of \$ 5669.97,
(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:

(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 18 day of June, 2018.

Quantum Coatings LLC
(Company Name)

By: [Signature]

Its: Managing Member

STATE OF South Carolina

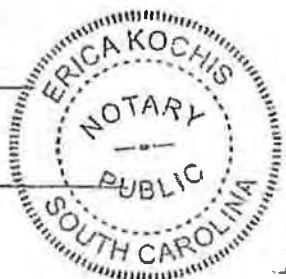
COUNTY OF Charleston

The foregoing instrument was signed, sealed and acknowledged before me this 18 day of June, 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: 08/09/2026



(Notary Seal)

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

KNOW ALL MEN BY THESE PRESENTS:

That Quantum Coatings LLC (the "Lienor") for and in consideration of the payment of the sum of \$ 5,669.97 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 March, 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 18 day of June, 2018.

Signed, sealed and delivered
in the presence of:

Erica Kochis

Signature

Erica Kochis

Print Name

Quantum Coatings

a _____ corporation

Signature

Scott McCormack, Managing Member

Print Name & Title

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

The foregoing instrument was acknowledged before me this 18 day of June, 2018, by Scott McCormack of Quantum Coatings LLC, a _____ corporation on, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

Erica Kochis

NOTARY PUBLIC, STATE OF SOUTH CAROLINA

My Commission Expires: 08/09/2026

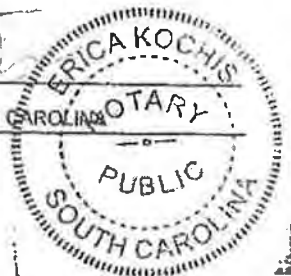


Exhibit F2

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

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

Subcontractor has been paid and received payment of \$ 261,280.47
(Amount paid to Subcontractor)
the sufficiency of which is hereby acknowledged and confessed, and as such Subcontractor
hereby: (1) waives, releases and relinquishes any and all liens and claims of lien, actual or
potential, and bonds or bond rights, for the Work performed, rendered, supplied or furnished by
Subcontractor for or with respect to the Project through June 10, 2018 (the
(Insert date through which release is given)
"Release Period"); and, (2) waives, releases and relinquishes any and all claims for payment for
Work performed, rendered, supplied or furnished by the Subcontractor for or with respect to the
Project through the Release Period including any claims for extended or additional job costs and
overhead, lost profits, impact costs and the like, as well as claims and demands arising from
any contended delays, disruptions or changes to the Work, except with regard to retainage
amounts and compensation for extra work but only to the extent such extra work is specifically
identified below:

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

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

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

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

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

Given under hand and seal this 15 day of June, 2018.

Painting Martinez LLC
(Company Name)

By: Erica Incey

Its: Office Manager

STATE OF South Carolina
COUNTY OF Charleston

The foregoing instrument was signed, sealed and acknowledged before me this 15 day of June, 2018 by the aforesaid representative, having been duly sworn and stating and affirming that he/she duly authorized to give this Affidavit and that the foregoing statements are true.

Signed: Erica Kochis
Notary Public

My Commission expires: 08/09/2026



(Notary Seal)

Balfour Beatty
Construction

BP09E

ELECTRONICALLY FILED - 2023 May 15 2:34 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Statement for Payment

Pay Request # **19**
Work Performed Through: **06/30/18**

Subcontractor's Name **David Allen Company, INC.**
Subcontractor's Address **P.O. Box 27705**
Raleigh, NC 27611
Phone Number **803-926-1040**
Fax Number **803-926-0350**

Project Name: **Hotel at Marion Square** Job No.: **13026000** Date: **06/30/18**
Owner: **Library Associates, LLC**

Description of Work: Tile

Original Contract Amount	\$3,348,828.00
Change Order Total	\$126,417.78
Through C/O #: <u>3</u>	
Total Revised Contract	\$3,475,245.78
Previous Work Performed to Date(SSR)	\$3,372,963.55
Value of Materials Stored On Site	\$0.00
Value of Materials Stored Off Site	\$0.00
Current Month Gross	\$34,208.70
Net Work Performed to Date	\$3,407,172.25
Less <u>5.0</u> % Retainage	\$170,358.62
Amount Earned to Date	\$3,236,805.09
Less Previous Net Billings	\$3,204,306.82
Less Adjustments/Joint Checks	\$0.00
Less Pending Back Charges	\$0.00
Total Amount this Requisition	\$32,498.27

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 **01/01/17**

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 #

For Balfour Beatty Use Only:

	CO #	Vendor #	Job #	Contract No.
	42040	111420	13026000	24
Date	Invoice #	Description		
06/30/18	13026000 - 19	13026000 . PE# 19 . 18.06		
Gross Amount		Retainage Amt	Net Amount	
\$34,208.70		\$1,710.44	\$32,498.27	
Trade Account?	Tax Code	Pay Item & Cost Code		Accrue Tax?
NO				NO

Halt Codes:

Approvals:

PM / Date

PA / Date

APA / Date

Balfour Beatty
Construction

Exhibit F1

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

(Subcontractor/Vendor)

The undersigned,

David Allen Company, Inc.

(Name of Subcontractor/Vendor)

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

Balfour Beatty Construction, LLC

("BBC"), a subcontractor to BBC or a

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

Hotel at Marion Square

("Project")

(Name or Description of Project)

which is located at

404 King Street, Charleston, SC 29403

Street Address

in the City of

Charleston

, and County of

Charleston

, and is owned by

Library Associates, LLC.

("Owner").

(Name of Owner)

Upon receipt by Subcontractor of a check in the sum of \$ **32,498.27** the sufficiency of which is hereby acknowledged and confessed,

(Amount to be paid to Subcontractor/Vendor)

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.

6/30/2018

(Insert date through which release is given)

(the "Release Period"); and, (2) waives, releases and relinquishes any and all claims for payment for Work performed, rendered, supplied or furnished by the Subcontractor for or with respect to the Project through the Release Period including any claims for extended or additional job costs and overhead, lost profits, impact costs and the like, as well as claims and demands arising from any contended delays, disruptions or changes to the Work, except with regard to retainage amounts and compensation for extra work but only to the extent such extra work is specifically identified below:

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

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

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

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

Given under hand and seal this **13th** day of **June**, 20 **18**.

David Allen Company, Inc.

(Name of Subcontractor/Vendor)

signature

By:

Joseph B. Martin, VP

(Print or Type the Signers Name and Title)

STATE OF **North Carolina**

COUNTY OF **Wake**

The foregoing instrument was signed, sealed and acknowledged before me this **13th** day of **June**, 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:

My Commission expires:

Notary Public

3-28-22



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

KNOW ALL MEN BY THESE PRESENTS:

That David Allen Company, Inc. (the "Lienor") for and in consideration of the payment of the sum of \$ 32,498.27 and other good and valuable consideration paid by Balfour Beatty Construction, LLC (the "Contractor") or Library Associates, LLC ("Owner"), hereby releases, waives and quit claims to Contractor, the Owner, and their respective successors and assigns, all liens, lien rights, claims or demands of any kind whatsoever, which Lienor now has or might have against Contractor and/or Owner and/or the buildings and improvements on the premises legally described as: See Exhibit "A" attached hereto (the "Property") on account of labor and services performed and/or material furnished for the construction of any improvements thereon; except for retention, and open change order requests, claims or disputes identified as follows:

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

That the undersigned has the right and authority to execute this Conditional Partial Waiver and Release of Lien on behalf of the Lienor. That this is a waiver of all lien rights and other claims which Lienor has against the Property, the Contractor, and the Owner for all labor, material and services performed thereon, including all extras and change orders, that all laborers retained or employed by the Lienor for construction of improvements on the Property, all suppliers and sub-contractors of Lienor who have furnished labor, material and services for the undersigned for the construction of improvements on the Property, and all labor, services and materials used by the undersigned in the construction of said improvements, have been paid in full for work performed or materials supplied, up to and including the 11th day of June, 2018, excluding the items identified hereinabove, if any.

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

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

Signed, sealed and delivered
in the presence of:

Signature

Print Name

David Allen Company, Inc.

a North Carolina corporation

Signature

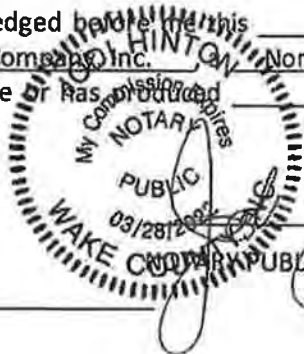
Joseph B. Martin, VP

Print Name & Title

STATE OF North Carolina

COUNTY OF Wake

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



My Commission Expires: 03/28/2022

North Carolina

To Owner:	BALFOUR BEATTY CONSTRUCTION	Project:	Hotel at Marion Square	Application No:	19
	1930 Camden Rd., Suite 280		404 King Street	Date:	6/15/2018
	Charlotte, NC 28203		Charleston, SC 29403	Period To:	6/30/2018
From(Contractor):	David Allen Company, Inc.	Contractor Job Number:	SC510401/17	Architect's Project No:	
	PO Box 27705	Via (Architect):		Contract Date:	
	Raleigh, NC 27611	Contract For:			
Phone:	919 821-7100				

Contractor's Application For Payment

Change Order Summary	Additions	Deductions	
Change orders approved in previous months by owner	210,164.00	-86,465.00	
Change orders approved this month			
Totals			
Net change by change orders	123,699.00		

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.

By: [Signature] Date: _____

State of: North Carolina County of: Wake
Subscribed and sworn to before me this 12th day of _____

Notary public: [Signature]

My commission expires 03/28/22

Architect's Certificate for Payment

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the Amount Certified.

Amount Certified: \$ _____



5.0% of completed work	170,358.16
5.0% of stored material	0.00
Total retainage	170,358.16
Total earned less retainage	3,236,805.09
Less previous certificates of payment	3,204,306.82
Current sales tax	0.00
0.000% of taxable amount	0.00
Current sales tax	0.00
Current payment due	32,498.27
Balance to finish, including retainage	238,431.69

Architect:

By: _____ Date: _____

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

To Owner: BALFOUR BEATTY CONSTRUCTION
 From (Contractor): David Allen Company, Inc.
 Project: Hotel at Marion Square

Application No: 19 Date: 6/15/2018
 Contractor's Job Number: SCS10401/17
 Architect's Project No: Period To: 6/30/2018

Item Number	Description	Work Completed			Materials Presently Stored	Completed and Stored to Date	%	Balance to Finish	Retention	Memo
		Scheduled Value	Previous Application	This Period						
01001	Submittals	16,744.00	16,744.00	0.00	0.00	16,744.00	100.00	0.00	837.20	
01002	Mobilization	16,744.00	15,906.80	0.00	0.00	15,906.80	95.00	837.20	795.34	
01003	Guest Room Mockups	20,650.00	20,650.00	0.00	0.00	20,650.00	100.00	0.00	1,032.50	
01004	Thin Brick at Rooftop Bar	28,800.00	28,800.00	0.00	0.00	28,800.00	100.00	0.00	1,440.00	
01005	Kitchen Floors	64,567.00	64,567.00	0.00	0.00	64,567.00	100.00	0.00	3,228.35	
01006	Patisserie Tops	15,985.00	15,185.75	0.00	0.00	15,185.75	95.00	799.25	759.29	
01007	1st Floor Pub Rest Tops	6,860.00	6,860.00	0.00	0.00	6,860.00	100.00	0.00	343.00	
01008	Lobby Bar Top	12,256.00	11,643.20	0.00	0.00	11,643.20	95.00	612.80	582.16	
01009	Camelia Bar Feb/Install	3,856.00	3,663.20	0.00	0.00	3,663.20	95.00	192.80	183.16	
0101	Tile	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
01010	Kitchen Tops	2,970.00	1,485.00	0.00	0.00	1,485.00	50.00	1,485.00	74.25	
01011	2nd Floor Public Rest Tops	8,075.00	8,075.00	0.00	0.00	8,075.00	100.00	0.00	403.74	
01012	Spa Treatment Tops	5,824.00	4,076.80	0.00	0.00	4,076.80	70.00	1,747.20	203.84	
01013	Mani Pedl Tops	2,980.00	2,086.00	0.00	0.00	2,086.00	70.00	894.00	104.30	
01014	Manager Apartment Tops	4,051.00	0.00	0.00	0.00	0.00	0.00	4,051.00	0.00	
01015	6th Floor Concierge Tops	9,254.00	0.00	0.00	0.00	0.00	0.00	9,254.00	0.00	
01016	Rooftop Restroom Tops	4,023.00	4,023.00	0.00	0.00	4,023.00	100.00	0.00	201.15	
01017	Patisserie Floor - Materials	23,569.00	23,569.00	0.00	0.00	23,569.00	100.00	0.00	1,178.00	
01018	Patisserie Floor - Labor	15,197.00	14,437.15	0.00	0.00	14,437.15	95.00	759.85	721.85	
01019	Spa Retail - Materials	14,563.00	14,563.00	0.00	0.00	14,563.00	100.00	0.00	728.15	
01020	Spa Retail - Labor	9,390.00	8,920.50	0.00	0.00	8,920.50	95.00	469.50	446.03	
01021	1st Fl Publ Rest/Vest Tile - M	20,926.00	20,926.00	0.00	0.00	20,926.00	100.00	0.00	1,046.30	
01022	1st Fl Publ Rest/Vest Tile - L	13,493.00	12,818.35	0.00	0.00	12,818.35	95.00	674.65	640.91	
01023	1st Floor Elev Lobby - Matl	5,601.00	5,601.00	0.00	0.00	5,601.00	100.00	0.00	280.05	
01024	1st Floor Elev Lobby - Labor	3,611.00	0.00	3.43	0.00	3,430.45	95.00	180.55	17	

To Owner: **BAUFOR BEATTY CONSTRUCTION** Application No: **19** Date: **6/15/2018**
 From (Contractor): **David Allen Company, Inc.** Contractor's Job Number: **SC510401/17**
 Project: **Hotel at Marion Square** Architect's Project No: **Period To: 6/30/2018**

Item Number	Description	Scheduled Value	Work Completed		Materials Presently Stored	Completed and Stored to Date	%	Balance to Finish	Retention	Memo
			Previous Application	This Period						
01025	Elevator Cabs - Materials	5,601.00	0.00	5,320.95	0.00	5,320.95	95.00	280.05	266.05	
01026	Elevator Cabs - Labor	3,611.00	0.00	0.00	0.00	0.00	0.00	3,611.00	0.00	
01027	Camella Lounge Floor - Mat	73,934.00	73,934.00	0.00	0.00	73,934.00	100.00	0.00	3,696.70	
01028	Camella Lounge Floor - Labor	47,672.00	45,288.40	0.00	0.00	45,288.40	95.00	2,383.60	2,264.42	
01029	Lobby/Concierge Floor - M	84,599.00	84,599.00	0.00	0.00	84,599.00	100.00	0.00	4,229.95	
01030	Lobby/Concierge Floor - L	54,548.00	51,820.60	0.00	0.00	51,820.60	95.00	2,727.40	2,591.03	
01031	1st Floor Rotunda - Mat	22,852.00	22,852.00	0.00	0.00	22,852.00	100.00	0.00	1,142.60	
01032	1st Floor Rotunda - Labor	14,735.00	13,998.25	0.00	0.00	13,998.25	95.00	736.75	699.91	
01033	Foyer - Materials	15,459.00	15,459.00	0.00	0.00	15,459.00	100.00	0.00	772.95	
01034	Foyer - Labor	9,968.00	9,469.60	0.00	0.00	9,469.60	95.00	498.40	473.48	
01035	1st Floor Staff Restrooms - M	5,377.00	5,377.00	0.00	0.00	5,377.00	100.00	0.00	268.85	
01036	1st Floor Staff Restrooms - L	3,467.00	3,293.65	0.00	0.00	3,293.65	95.00	173.35	164.67	
01037	2nd Floor Public Rest Tile - M	16,355.00	16,355.00	0.00	0.00	16,355.00	100.00	0.00	817.75	
01038	2nd Floor Public Rest Tile - L	10,546.00	10,018.70	0.00	0.00	10,018.70	95.00	527.30	500.94	
01039	2nd Floor Spa Toilets - Mat	1,344.00	1,344.00	0.00	0.00	1,344.00	100.00	0.00	67.20	
01040	2nd Floor Spa Toilets- Labor	867.00	823.65	0.00	0.00	823.65	95.00	43.35	41.17	
01041	2nd Flor Spa Showers - Mat	1,792.00	1,792.00	0.00	0.00	1,792.00	100.00	0.00	89.60	
01042	2nd Floor Spa Showers - Labor	1,156.00	1,098.20	0.00	0.00	1,098.20	95.00	57.80	54.91	
01043	Mani Pedi Tile - Material	8,402.00	8,402.00	0.00	0.00	8,402.00	100.00	0.00	420.10	
01044	Mani Pedi Tile - Labor	5,417.00	5,146.15	0.00	0.00	5,146.15	95.00	270.85	257.31	
01045	2nd Floor Fitness Restrm - M	1,232.00	1,232.00	0.00	0.00	1,232.00	100.00	0.00	61.60	
01046	2nd Floor Fitness Restrm - L	795.00	755.25	0.00	0.00	755.25	95.00	39.75	37.75	
01047	2nd Fir Elev Lobbies/Partry -M	10,440.00	10,440.00	0.00	0.00	10,440.00	100.00	0.00	522.00	
01048	2nd Fir Elev Lobbies/Partry -L	6,732.00	1,683.00	0.00	0.00	1,683.00	25.00	5,049.00	84.15	
01049	Prefunction Vestibule - Mats	2,240.00	2,240.00	0.00	0.00	2,240.00	100.00	0.00	11	

To Owner: BALFOUR BEATTY CONSTRUCTION

Application No:

19

Date:

6/15/2018

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

Contractor's Job Number:
 Architect's Project No:

SC510401/17

Period To:

6/30/2018

Item Number	Description	Scheduled Value	Work Completed			Materials Presently Stored	Completed and Stored to Date	%	Balance to Finish	Retention	Memo
			Previous Application	This Period							
01050	Prefunction Vestibule - Labor	1,445.00	722.50	650.25	0.00	1,372.75	95.00	72.25	68.64		
01051	2nd Floor Rotunda - Materials	23,189.00	23,189.00	0.00	0.00	23,189.00	100.00	0.00	1,159.45		
01052	2nd Floor Rotunda - Labor	14,952.00	14,204.40	0.00	0.00	14,204.40	95.00	747.60	710.22		
01053	Stair 1 - Materials	13,443.00	13,443.00	0.00	0.00	13,443.00	100.00	0.00	672.15		
01054	Stair 1 - Labor	8,668.00	8,243.60	0.00	0.00	8,243.60	95.10	424.40	412.18		
01055	Stair 2 - Materials	13,443.00	13,443.00	0.00	0.00	13,443.00	100.00	0.00	672.15		
01056	Stair 2 - Labor	8,668.00	8,234.60	0.00	0.00	8,234.60	95.00	433.40	411.73		
01057	3rd Flr Terrace Merkrete - M	8,497.00	8,497.00	0.00	0.00	8,497.00	100.00	0.00	424.85		
01058	3rd Flr Terrace Merkrete - L	19,826.00	19,826.00	0.00	0.00	19,826.00	100.00	0.00	991.30		
01059	3rd Flr Terrace Tile - Mats	76,175.00	76,175.00	0.00	0.00	76,175.00	100.00	0.00	3,808.75		
01060	3rd Flr Terrace Tile - Labor	49,116.00	46,660.20	0.00	0.00	46,660.20	95.00	2,455.80	2,333.01		
01061	3rd Flr Elevator Lobby - Mats	3,831.00	3,831.00	0.00	0.00	3,831.00	100.00	0.00	191.55		
01062	3rd Flr Elevator Lobby - Labor	2,470.00	2,346.50	0.00	0.00	2,346.50	95.00	123.50	117.32		
01063	3rd Flr Guest Room Floors- M	138,571.00	138,571.00	0.00	0.00	138,571.00	100.00	0.00	6,928.55		
01064	3rd Flr Guest Room Floors- L	89,348.00	84,880.60	0.00	0.00	84,880.60	95.00	4,467.40	4,244.03		
01065	3rd Flr Guest Room Walls - M	81,686.00	81,686.00	0.00	0.00	81,686.00	100.00	0.00	4,084.30		
01066	3rd Flr Guest Room Walls - L	52,670.00	50,036.50	0.00	0.00	50,036.50	95.00	2,633.50	2,501.83		
01067	4th Flr Elevator Lobby - Mats	3,831.00	3,831.00	0.00	0.00	3,831.00	100.00	0.00	191.55		
01068	4th Flr Elevator Lobby - Labor	2,470.00	2,346.50	0.00	0.00	2,346.50	95.00	123.50	117.33		
01069	4th Flr Guest Room Floors - M	139,041.00	139,041.00	0.00	0.00	139,041.00	100.00	0.00	6,952.05		
01070	4th Flr Guest Room Floors - L	89,552.00	85,169.40	0.00	0.00	85,169.40	95.00	4,482.60	4,258.47		
01071	4th Flr Guest Room Walls - M	78,124.00	78,124.00	0.00	0.00	78,124.00	100.00	0.00	3,906.20		
01072	4th Flr Guest Room Walls - L	50,373.00	47,854.35	0.00	0.00	47,854.35	95.00	2,518.65	2,392.72		
01073	5th Flr Elevator Lobby - M	3,831.00	3,831.00	0.00	0.00	3,831.00	100.00	0.00	191.55		
01074	5th Flr Elevator Lobby - L	2,470.00	2,346.50	0.00	0.00	2,346.50	95.00	123.50	11		

To Owner: BALFOUR BEATTY CONSTRUCTION

Application No: 19

Date: 6/15/2018

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

Contractor's Job Number:
Architect's Project No:

SC510401/17

Period To: 6/30/2018

Item Number	Description	Scheduled Value	Work Completed			Materials Presently Stored	Completed and Stored to Date	%	Balance to Finish	Retention	Memo
			Previous Application	This Period							
01075	5th Flr Guest Room Floors - M	132,051.00	132,051.00	0.00	0.00	0.00	132,051.00	100.00	0.00	6,602.55	
01076	5th Flr Guest Room Floors - L	85,144.00	80,886.80	0.00	0.00	0.00	80,886.80	95.00	4,257.20	4,044.34	
01077	5th Flr Guest Room Walls - M	74,315.00	74,315.00	0.00	0.00	0.00	74,315.00	100.00	0.00	3,715.75	
01078	5th Flr Guest Room Walls - L	47,917.00	45,521.15	0.00	0.00	0.00	45,521.15	95.00	2,395.85	2,276.06	
01079	6th Flr Terrace Merkrete - M	12,745.00	12,745.00	0.00	0.00	0.00	12,745.00	100.00	0.00	637.25	
01080	6th Flr Terrace Merkrete - L	29,740.00	29,740.00	0.00	0.00	0.00	29,740.00	100.00	0.00	1,487.00	
01081	6th Flr Terrace Tile - Mats	121,499.00	121,499.00	0.00	0.00	0.00	121,499.00	100.00	0.00	6,074.95	
01082	6th Flr Terrace Tile - Labor	78,340.00	74,423.00	0.00	0.00	0.00	74,423.00	95.00	3,917.00	3,721.15	
01083	6th Flr Elevator Lobby - M	5,310.00	5,310.00	0.00	0.00	0.00	5,310.00	100.00	0.00	265.50	
01084	6th Flr Elevator Lobby - L	3,424.00	3,252.80	0.00	0.00	0.00	3,252.80	95.00	171.20	162.64	
01085	6th Flr Guest Room Floors - M	74,360.00	74,360.00	0.00	0.00	0.00	74,360.00	100.00	0.00	3,718.00	
01086	6th Flr Guest Room Floors - L	47,946.00	45,548.70	0.00	0.00	0.00	45,548.70	95.00	2,397.30	2,277.44	
01087	6th Flr Guest Room Walls - M	42,927.00	42,927.00	0.00	0.00	0.00	42,927.00	100.00	0.00	2,146.35	
01088	6th Flr Guest Room Walls - L	27,678.00	26,294.10	0.00	0.00	0.00	26,294.10	95.00	1,383.90	1,314.71	
01089	7th Flr Elevator Lobby - Mats	3,831.00	3,831.00	0.00	0.00	0.00	3,831.00	100.00	0.00	191.55	
01090	7th Flr Elevator Lobby - Labor	2,470.00	2,346.50	0.00	0.00	0.00	2,346.50	95.00	123.50	117.33	
01091	7th Flr Guest Room Floors - M	92,844.00	92,844.00	0.00	0.00	0.00	92,844.00	100.00	0.00	4,642.20	
01092	7th Flr Guest Room Floors - L	59,864.00	56,870.80	0.00	0.00	0.00	56,870.80	95.00	2,993.20	2,843.54	
01093	7th Flr Guest Room Walls - M	57,154.00	57,154.00	0.00	0.00	0.00	57,154.00	100.00	0.00	2,857.70	
01094	7th Flr Guest Room Walls - L	36,852.00	35,009.40	0.00	0.00	0.00	35,009.40	95.00	1,842.60	1,750.47	
01095	8th Flr Elevator Lobby - Mats	3,831.00	3,831.00	0.00	0.00	0.00	3,831.00	100.00	0.00	191.55	
01096	8th Flr Elevator Lobby - Labor	2,470.00	2,346.50	0.00	0.00	0.00	2,346.50	95.00	123.50	117.33	
01097	8th Flr Guest Room Floors - M	96,025.00	96,025.00	0.00	0.00	0.00	96,025.00	100.00	0.00	4,801.25	
01098	8th Flr Guest Room Floors - L	61,915.00	58,819.25	0.00	0.00	0.00	58,819.25	95.00	3,095.75	2,940.96	
01099	8th Flr Guest Room Walls - M	56,750.00	56,750.00	0.00	0.00	0.00	56,750.00	100.00	0.00	2,83	

To Owner: BALFOUR BEATTY CONSTRUCTION
 Application No: 19
 Date: 6/15/2018
 From (Contractor): David Allen Company, Inc.
 Project: Hotel at Marion Square
 Contractor's Job Number: SC510401/17
 Architect's Project No:
 Period To: 6/30/2018

Item Number	Description	Scheduled Value	Work Completed			Materials Presently Stored	Completed and Stored to Date	%	Balance to Finish	Retention	Memo
			Previous Application	This Period							
01100	8th Flr Guest Room Walls - L	36,592.00	34,762.40	0.00		0.00	34,762.40	95.00	1,829.60	1,738.12	
01101	Rooftop Elevator Lobbies - M	19,089.00	19,089.00	0.00		0.00	19,089.00	100.00	0.00	954.45	
01102	Rooftop Elevator Lobbies - L	12,308.00	6,154.00	5,538.60		0.00	11,692.60	95.00	615.40	584.63	
01103	Rooftop Shower - Materials	4,481.00	4,481.00	0.00		0.00	4,481.00	100.00	0.00	224.05	
01104	Rooftop Shower - Labor	2,889.00	2,889.00	0.00		0.00	2,889.00	100.00	0.00	144.45	
01105	Rooftop Bar Floor - Materials	47,049.00	47,049.00	0.00		0.00	47,049.00	100.00	0.00	2,352.45	
01106	Rooftop Bar Floor - Labor	30,337.00	28,820.15	0.00		0.00	28,820.15	95.00	1,516.85	1,441.01	
01107	Rooftop Merkrete - Materials	17,380.00	17,380.00	0.00		0.00	17,380.00	100.00	0.00	869.00	
01108	Rooftop Merkrete - Labor	40,554.00	40,554.00	0.00		0.00	40,554.00	100.00	0.00	2,027.70	
01109	Pool Deck/Terrace Tile - Mats	100,820.00	100,820.00	0.00		0.00	100,820.00	0.00	0.00	5,041.00	
01110	Pool Deck/Terrace Tile - Labor	65,007.00	61,756.65	0.00		0.00	61,756.65	95.00	3,250.35	3,087.83	
CO 01	Deduct to modify work	-19,085.00	-19,085.00	0.00		0.00	-19,085.00	100.00	0.00	-954.25	
CO 02	Zero Change order	0.00	0.00	0.00		0.00	0.00	0.00	0.00	0.00	
CO 03	Guestroom Mockup Glass	9,283.00	9,283.00	0.00		0.00	9,283.00	100.00	0.00	464.15	
CO 04	Credit for SF-09 Thin Brick Wall	-16,810.00	-16,810.00	0.00		0.00	-16,810.00	100.00	0.00	-840.50	
CO 05	SI-48 Add of Shower	7,495.00	7,495.00	0.00		0.00	7,495.00	0.00	0.00	374.75	
CO 06	Private Terrace Prep on L3	95,485.00	95,485.00	0.00		0.00	95,485.00	100.00	0.00	4,774.25	
CO 07	Camellia's Lounge GMP to SI54	-3,566.00	-3,566.00	0.00		0.00	-3,566.00	100.00	0.00	-178.30	
CO 08	ADA Bathroom Floor Tile Revision	3,511.00	3,511.00	0.00		0.00	3,511.00	0.00	0.00	175.55	
CO 09	SI 54 Tile Revisions - Entry Foyer	6,485.00	6,485.00	0.00		0.00	6,485.00	100.00	0.00	324.25	
CO 10	Elevator Lobby Stone & Tile	1,963.00	1,963.00	0.00		0.00	1,963.00	100.00	0.00	98.15	
CO 11	Camellia' Bar - Pink Marble Changes	6,877.00	6,533.15	0.00		0.00	6,533.15	95.00	343.85	326.66	
CO 12	Epoxy in Back of House	2,718.78	0.00	0.00		0.00	0.00	0.00	2,718.78	0.00	
CO 13	Lobby & Bar GMP to SI-54	1,713.00	1,627.35	0.00		0.00	1,627.35	95.00	85.65	81.37	
CO 14	SPA GMP to SI-54	1,934.00	0.00	1,837		0.00	1,837.30	95.00	96.70	9	
CO 15	9th Floor Bar GMP to SI Billing Total	17,736.00	0.00	10,641.60		0.00	10,641.60	60.00	7,094.40	532.08	

CO 16	Spa Retail Countertops Billing Total	9,147.00	0.00	5,488.20	0.00	5,488.20	60.00	3,658.80	274.41
CO 17	Patisserie-GMP to SI-54	1,531.00	0.00	1,301.35	0.00	1,301.35	85.00	229.65	65.07
PCO	See PCO Log: 12, 13	0.00	33,030.00	0.00	0.00	33,030.00	100.00	-33,030.00	1,651.50
Application Total		3,475,245.78	3,372,963.55	34,208.70	0.00	3,407,172.25	98.04	68,073.53	170,358.16

Report Selection Criteria:

Job: SC5104**
 Customer: ALL
 Change Request #: ALL
 CR Status: A,N,P,R,S,T,RT
 Include change request notes? No

With Owner CO? Both
 Owner CO: ALL
 Cost Reimbursable? Yes
 Cost Group: ALL

From Date To Date
 Origination: 12/31/18
 NTP Submitted: 12/31/18
 NTP Received: 12/31/18
 Quote Submitted: 12/31/18
 Quote Due: 12/31/18
 Quote Approved: 12/31/18

David Allen Company, Inc.

Change Request Log Sorted by Change Request Number

CR Number	Description	Origination Date	NTP Submitted	NTP Received	Quote Submitted	Proposal or *R.O.M.	Status	Proposed Days Ext.	Quote Due Date	Days Past Due	Approved Amount	Approved Days Ext.	Owner CO No.
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Approved Change Requests

04	Mud at 221B and 222B	04/27/16			12/13/17	565.00	A		02/15/18		565		
11	Extra Work Ticket - Level off floors in 2nd floor gang restrooms.	07/21/17			07/21/17	8,266.00	T		02/05/18		8,266		
12	6th Floor Terrace Sloping	11/16/17					T		01/02/17		12,240		
13	6th Floor Terrace Sloping	11/16/17					T		01/02/17		20,790		
20	Extra Work Ticket - Self Level & Raise 1st Floor Public Restroom	07/21/17			07/21/17	2,708.00	T		02/13/18		2,708		
27	6th Floor Terrace West Floor Prep	11/30/17					T		11/30/17		25,245		
29	Patisserie-GMP to SI - 54	12/28/17					A		12/28/17		1,531		
30	EWO - Floor Prep 1st Floor Lobby	01/12/18					T		01/12/18		6,120		
31	EWO - Floor Prep at Camellia's	01/31/18					T		01/31/18		3,513		
32	EWO - Floor Prep at Front Entry	01/31/18					T		01/31/18		1,410		
33	EWO - Room 502 Tile Rework	02/18/18					T		02/18/18		340		
34	EWO - Room 535 Tile Rework	02/18/18					T		02/18/18		242		
35	EWO - Room 402 Tile Rework	02/13/18					T		02/13/18		289		
38	EWO Tickets - GR 3rd & 4th Floor Vanity Openings Rework	03/30/18					T		03/12/18		4,336		
39	EWO Ticket - Tile Rework at Plumbing Brackets	03/30/18					T		03/15/18		2,418		
40	EWO Ticket - Tile Rework at GR 839	03/30/18					T		03/15/18		523		
41	EWO Ticket - Tile Rework at GR 401 & 529	03/30/18					T		03/21/18		420		
42	EWO - Cut Vanity Backsplashes on 6th, 7th, & 8th Floors	03/30/18					T		03/21/18		142		
43	EWO Ticket - Tile Rework at GR 326	03/30/18					T		03/01/18		176		
44	EWO - Tile Rework at ADA Niches	03/30/18					T		03/21/18		3,634		
29.5	Spa Retail - GMP to SI - 54	12/28/17					A		12/28/17		-993		
29.7	6th Floor Conclerge tile - GMP to SI - 54	12/28/17					A		12/28/17		7,133		
29.9	9th Floor Pool Deck - GMP to SI - 54	12/28/17					A		12/28/17		5,078		
29.11	Guestrooms - GMP to SI - 54	12/28/17					A		12/28/17		52,520		

Change Request Log Sorted by Change Request Number

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

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

Original Contract:	3,348,828.00	Approved Changes:	170,562.00	Proposed Changes:	106,990.00
Executed Changes:	51,889.00	Revised Contract:	3,571,279.00	Rejected Changes:	0.00
Executed Contract:	3,400,717.00				

CR Number	Description	Origination Date	NTP Submitted	NTP Received	Quote Submitted	Proposal or *R.O.M.	Status	Proposed Days Ext.	Quote Due Date	Days Past Due	Approved Date	Approved Amount	Approved Days Ext.	Owner CO No.
29.14	Spa Retail Countertops	02/15/18			02/15/18	9,147.00	A				04/27/18	9,147		
29.14A	9th Floor Bar Tile - GMP to SI - 54	01/19/18					A				02/22/18	2,769		

Approved Change Requests Total:

20,686.00

170,562

Approved CO's that do not have any CR detail:

0

Approved Changes Total:

170,562

Proposed Change Requests

22	Supplemental Instructions - 37 Credit	08/22/17			12/13/17	-2,430.00	S							
25	Supplemental Instructions - 41 Marble Sills Credit & Countertop Add	08/22/17			12/13/17	-14,314.00	P							
37	GR Vanity Countertops Replacement 2 rooms	03/30/18			03/30/18	3,927.00	P							
29.10	9th Floor Bar Communal Table - GMP to SI - 54	12/28/17			03/16/18	7,486.00	P							
29.7A	6th Floor Concierge - GMP to SI - 54 Stone	04/20/18			04/20/18	1,561.00	P							
29.10B	9th Floor Bar - GMP to SI 54 Stone Countertop	02/26/18			02/26/18	17,736.00	P							

Proposed Change Requests Total:

13,966.00

Executed CO's that do not have any CR detail:

-55,002

Executed Changes Total:

-55,002

Change Request Log Sorted by Change Request Number

CR Number	Description	Origination Date	NTP Submitted	NTP Received	Quote Submitted	Proposal or *R.O.M.	Status	Proposed Days Ext.	Quote Due Date	Days Past Due	Date Approved	Approved Amount	Approved Days Ext.	Owner CO No.
CA-1	Additional Work	04/16/18					T		04/16/18					
Approved Change Requests														
Approved Change Requests Total:														
Approved CO's that do not have any CR detail:														
Approved Changes Total:														
Executed CO's that do not have any CR detail:														
Executed Changes Total:														
End of Report														

Balfour Beatty
ConstructionTIER RELEASE SCHEDULE

Job Name	Hotel at Marion Square
Job #	13026000

Date Prepared: 5/31/2018

PRIME SUB'S NAME	David Allen Company, INC.
Attachment for Pay Req #:	18
for Month Ending:	5/31/2018

A	B	C	D	E	F	G	H	I	J	K
Subcontractors/Suppliers List all subs or suppliers who will perform work for this contract. List Address & Phone Number	Indicate if Tier is based in county of Project	Notice to Owner Filed?(NTO) (Yes/No)	Date NTO Filed:	Bonded Sub? (Yes/No)	Has tier billed for work to date? select: (Yes/No)	Cumulative dollar amount tier billed for work/materials to date:	Tier's most recent invoice is dated through:	Tier's most recent release is dated through: (as noted on releases)	Tier's most recent release is PARTIAL or FINAL? Select One	Comments:
SMART-LE TIER 123 Example Dr. Somewhere, NC 27607 678.834.4324	yes - PIT	NO	N/A		YES	\$12,123.00	4/27/2010	3/31/2010	PARTIAL	thru March 2010
Ceramic Technics	No				Yes	\$805,498.07	5/30/2018	4/30/2018	PARTIAL	
Dalife	No				YES	\$131,558.47	3/20/2018	4/30/2018	PARTIAL	
Emser Tile	No				YES	\$59,838.65	6/9/2017	4/30/2018	PARTIAL	
Merrit Natural Stone, LLC	No				Yes	\$20,233.51	12/21/2017	3/31/2018		
Palmetto Tile	No				YES	\$27,797.37	6/6/2018	3/31/2018	PARTIAL	
D & S Flooring Corp.	No				YES	\$6,048.00	4/4/2017	11/30/2017	PARTIAL	
MVP Granite	Yes				YES	\$50,965.04	2/27/2018	4/30/2018		
Pride Construction	No				YES	\$208,536.62	5/15/2018	11/30/2017		
Jeff Seibert	No				YES	\$27,013.70	11/30/2017	11/30/2017	PARTIAL	
Vicvilia Tile LLC	No				YES	\$824,219.31	6/12/2018	3/30/2018	PARTIAL	
Dur-a-Flex Inc.	No				YES	\$15,428.40	4/12/2018	4/30/2018	PARTIAL	
Triangle Epoxy Floors LLC	No				YES	\$13,000.00	10/24/2017	4/30/2018	PARTIAL	

Pay Application Thru:

Item Description	Submitted	Reviewed	Comments
Application for Payment Documentation			
Request for Payment / Payment Application standard BBC form - all subcontractors must use	06/12/18		
Schedule of Values (SOV) - matches AIA G703	06/12/18		
Conditional Waiver and Release on Progress Payment	06/12/18		
Subguard Sub-Tier / Supplier Releases - form submitted by subcontractor that tells us who needs to be joint checked	06/12/18		
Subcontractor Supplier Invoices - back up for joint checks, if applicable	N/A		
Subcontractor Joint Check List - Internal form used when joint checks are required	N/A		
Approved certificate of insurance through the payment requisition date	N/A		
Stored materials back up documentation, if applicable	N/A		
Owner Waiver	06/12/18		
if applicable, subcontractor change request log (for purposes of verifying with the project cost event logs)	N/A		

Version Number: 01.00
Issue Date: 10/01/2015
Page 1 of 1

DEFENDANT LIBRARY ASSOCIATES, LLC

TRIAL EXHIBIT #5

Part 1 of 2

Marion Sq Pay App #40



APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

OWNER
LIBRARY ASSOCIATES, LLC.
17 Lockwood Drive, Suite 400
Charleston, SC 29401

CONTRACTOR
Balfour Beatty Construction, LLC
1930 Camden Rd
Charlotte, NC 28203

CONTRACT
THE HOTEL AT MARION SQUARE
(Project #13026000)

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

ARCHITECT
ADDRESS
PHONE #

ARCHITECT
ADDRESS
PHONE #

APPLICATION
PERIOD FROM 07/01/2018
PERIOD TO 07/31/2018

DISTRIBUTION TO:
☒ OWNER
☒ CONTRACTOR
☒ ARCHITECT
☐ ENGINEERS

VENDOR #:
ARCHITECT'S
PROJECT NO

CONTRACT DATE 2/18/2015
NTP DATE 3/19/2015
CONTRACT COMPL DATE 8/19/2017

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner			
TOTAL		\$ 5,146,262.70	
Approved this Month			
No.	Date Approved		
15R1		\$ 70,762.17	
16R3		\$ 213,129.70	
TOTALS		\$ 283,891.87	\$ 5,430,154.57
Net change by Change Orders:		\$	\$

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: [Signature] Date: 8/29/18

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

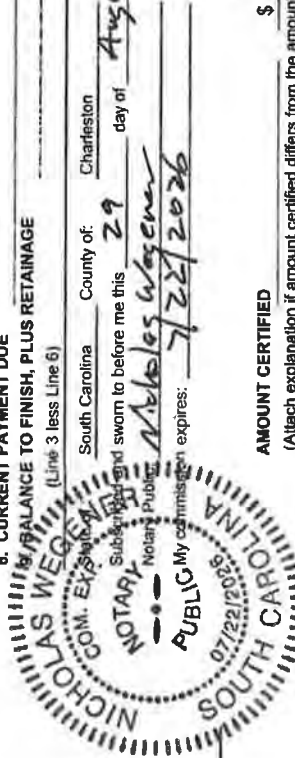
Application is made for Payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703.

1. ORIGINAL CONTRACT SUM \$ 59,344,747.00
2. Net change by Change Orders \$ 5,430,154.57
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 64,774,901.57
4. TOTAL COMPLETED & STORED TO DATE \$ 61,837,494.46
(Column G on G703)

5. RETAINAGE:
- | | |
|---------------------|-----------------|
| a. Completed Work | \$ 3,595,255.30 |
| b. Stored Materials | \$ 232.70 |

- Total Retainage (Line 5a + 5b or Total in Column J of G703) \$ 3,595,488.00
6. TOTAL EARNED LESS RETAINAGE \$ 58,242,006.47
(Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 57,227,701.08
8. CURRENT PAYMENT DUE \$ 1,014,305.39
9. BALANCE TO FINISH, PLUS RETAINAGE \$ 6,532,895.10
(Line 3 less Line 6)

South Carolina County of: Charleston
Subscribed and sworn to before me this 29 day of August 2018



AMOUNT CERTIFIED \$ 1,014,305.39
(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT: WINFORD LINDSAY ARCHITECT
By: [Signature] Date: 8.30.18

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

G702-1983

A	B	C	D	E	F	G	H	I	J	
LINE	WORK DESCRIPTION	COMMITMENT VALUES			FROM PREVIOUS APPLICATION	WORK COMPLETED THIS PERIOD	TOTAL COMPLETE AND STORED TO DATE (D+E)	% COMPLETE (G/H)	BALANCE TO FINISH (I+J)	RETAINAGE
		ORIGINAL AMOUNT	CHANGE ORDERS	BUDGET TRANSFERS						
		-1-	-2-	-3-						
1	GENERAL CONTRACTORS (28 months)	3,746,855.00		31,935.00	3,748,790.00	3,231,839.00	10,951.00			162,435.50
2										
3										
4	GENERAL									
5	STAGING AND LOGISTICS	821,674.00			821,674.00	816,224.18		4,949.84	40,811.21	
6	GENERAL TRADES	875,933.00		(400.00)	875,533.00	376,355.79	28,200.00	473,877.21	37,905.58	
7	SITE									
8	STEIN/CR	1,532,664.00		(17,466.00)	1,515,198.00	1,443,743.49	156,133.94	15,152.68	90,272.11	
9	LANDSCAPE, LANDSCAPE & IRRIGATION	317,216.00			317,216.00	303,943.75	5,348.38	8,023.87	15,468.51	
10	SITE DEMOLITION ALLOWANCE	80,000.00		(42,400.73)	37,599.27	37,599.27			5,750.83	
11	STRUCTURE									
12	CEILING FOUNDATIONS	3,228,814.00		(193,000.00)	3,035,814.00	1,778,378.00		260,336.00		
13	CEILING FOUNDATIONS	2,501,293.13			2,501,293.13	2,501,293.13		375,064.16		
14	CEILING FOUNDATIONS	2,376,300.00			2,376,300.00	2,500,699.23		10,398.56	236,072.07	
15	CEILING FOUNDATIONS	2,474,750.00		(139,487.51)	2,335,262.49	1,816,132.11	23,462.90	469,664.47	183,999.60	
16	SHELL									
17	ROOFING	885,088.00			885,088.00	1,071,744.59		18,159.42	53,997.22	
18	INTERIORS	742,800.00			742,800.00	776,447.71		14,891.69	77,044.17	
19	INTERIORS	913,038.00			913,038.00	1,346,704.50		5,579.46	67,336.25	
20	INTERIORS	20,000.00			20,000.00					
21	INTERIORS	1,293,697.00			1,293,697.00	1,213,259.13	97,326.52	12,789.05	55,540.00	
22	INTERIORS	1,194,677.00			1,194,677.00	2,119,134.78	122,095.35	4,363.37	112,090.07	
23	INTERIORS	740,365.00			740,365.00					
24	INTERIORS	12,000.00			12,000.00					
25	INTERIORS	167,530.00			167,530.00					
26	INTERIORS	250,000.00			250,000.00	81,984.00		485.00	8,198.40	
27	INTERIORS	220,000.00			220,000.00					
28	INTERIORS	211,877.00			211,877.00	264,447.12		2,029.88	13,202.36	
29	INTERIORS	1,696,746.00			1,696,746.00	1,371,927.24	53,419.45	334,440.00	142,534.62	
30	INTERIORS	359,697.00			359,697.00	153,837.00		86,160.00	7,091.85	
31	INTERIORS	13,533.00			13,533.00	19,569.00		108,497.00	1,895.60	
32	INTERIORS	3,717,063.00			3,717,063.00	4,469,006.53	22,203.94	8,222.66	225,429.93	
33	INTERIORS	566,881.00			566,881.00	360,613.00		203,268.00	19,536.65	
34	INTERIORS	53,437.00			53,437.00	76,869.50		6,667.50	7,696.05	
35	INTERIORS	481,755.00			481,755.00	400,002.20		37,114.80	40,062.22	
36	INTERIORS	491,755.00			491,755.00	974,563.81		26,174.18	48,747.69	
37	INTERIORS	363,664.00			363,664.00	267,560.00		24,340.00	14,370.00	
38	INTERIORS	1,475,219.00			1,475,219.00	1,476,919.07		138,700.07	147,697.50	
39	INTERIORS	15,000.00			15,000.00					
40	INTERIORS									
41	INTERIORS									
42	MEP	8,016,142.00			8,016,142.00	8,727,219.14		20,016.18	436,360.00	
43	MEP	466,920.00			466,920.00	466,260.88	855.00	758.12	46,615.18	
44	MEP	3,963,702.00			3,963,702.00	4,492,405.19	25,098.52	41,139.31	300,424.75	
45	MEP									
46	MEP	2,105,465.00			2,105,465.00	2,560,136.50	133,710.00	20,054.83	155,808.70	
47	MEP	397,147.00			397,147.00	268,847.17		37,447.75	38,220.93	
48	MEP	619,814.00			619,814.00	932,172.14	18,188.44	50,118.70	46,599.67	
49	MEP	3,668,850.00			3,668,850.00	3,407,631.51	69,863.59	39,336.24	173,848.84	
50	MEP									
51	MEP									
52	MEP									
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61	MEP									
62	MEP									
63	MEP									
64	MEP									
65	MEP									
66	MEP									
SUBTOTAL		55,648,938.00		5,140,161.73	60,789,099.73	97,346,763.14	889,373.53	2,758,377.41	3,359,303.44	

CONTINUATION SHEET
APPLICATION AND C
containing Contractor's signature,
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)

FOR PAYMENT
a. is attached

PROJECT #

13026000
THE HOTEL AT MARION SQUARE
CHARLESTON, SC
LIBRARY ASSOCIATES, LLC.

7703

CONTINUATION

APPLICATION NUMBER
PERIOD FROM
PERIOD TO
07/01/2018
07/31/2018

A	B	C COMMITMENT VALUES			D	E WORK COMPLETED THIS PERIOD		F	G	H	I	J
LINE	WORK DESCRIPTION	ORIGINAL AMOUNT	CHANGE ORDERS	BUDGET TRANSFERS	FROM PREVIOUS APPLICATION			STORED MATERIALS	TOTAL COMPLETE AND STORED TO DATE (D+E)	% COMPLETE (G/C3)	BALANCE TO FINISH (C3-I)	RETAINAGE
		-1-		-3-		CURRENT AMOUNT						
67	CONSTRUCTION CONTINGENCY (2.25%)	1,000,000.00	-	(86,741.45)	743,946.55	953,946.55	-	-	743,946.55	74.3%	250,000.00	74,394.66
68	SPECIALTY SPACE SUPERVISION - 10MM	100,000.00	-	-	-	100,000.00	-	-	100,000.00	0.0%	100,000.00	-
69	GENERAL LIABILITY INSURANCE (1%)	595,200.00	56,175.84	-	648,656.49	651,452.84	-	-	651,452.84	100.0%	-	-
70	SUBGRAND (1.25%)	670,100.00	69,600.32	-	739,465.33	739,465.33	-	-	739,465.33	100.0%	-	-
	SUBTOTAL	58,076,946.00	5,286,027.89	(0.00)	59,376,851.51	63,362,693.85	-	2,327.00	60,253,718.48	95.1%	1,108,377.41	3,443,788.10
71	FEE (2.5%)	1,451,692.00	144,126.48	-	1,496,052.86	1,496,052.86	-	-	1,518,994.98	95.0%	79,029.70	151,693.00
	TOTAL CONSTRUCTION COST	59,527,968.00	5,430,154.37	(0.00)	60,973,903.87	64,858,742.57	-	2,327.00	61,770,715.46	95.0%	1,187,407.11	3,695,488.00
72	PRECONSTRUCTION FEE	66,779.00	-	(0.00)	66,779.00	66,779.00	-	-	66,779.00	100.0%	-	-
	TOTAL COST WITH PRECON	60,594,747.00	5,430,154.37	(0.00)	60,937,682.87	65,024,907.57	-	2,327.00	61,327,024.46	95.1%	1,187,407.11	3,385,488.00
73	BUYOUT REDUCTION CONTRIBUTION	(250,000.00)	-	-	(250,000.00)	(250,000.00)	-	-	-	0.0%	(250,000.00)	-
	GRAND TOTAL	\$9,344,747.00	\$1,430,154.37	(0.00)	\$9,337,682.87	\$6,774,901.57	-	2,327.00	\$1,837,054.46	95.0%	\$2,937,407.11	\$3,695,488.00



EVIDENCE OF PROPERTY INSURANCE

YANLEED

DATE (MM/DD/YYYY)
8/23/2018

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

AGENCY Insurance Office of America, Inc. 1221 Bower Parkway Suite 101 Columbia, SC 29212-3732		PHONE (A/C, No, Ext): (888) 326-4498	COMPANY Wesco Insurance Company 59 Maiden Lane, 6th Floor New York, NY 10038	
FAX (A/C, No): (803) 957-4945		E-MAIL ADDRESS:		
CODE:		SUB CODE:		
AGENCY CUSTOMER ID #: LOWCCAS-01		License # 0E67768		
INSURED LOW COUNTRY CASE & MILLWORK INC. 4144 Carolina Commerce Parkway Ladson, SC 29456		LOAN NUMBER		POLICY NUMBER WPP108312006
		EFFECTIVE DATE 8/4/2018	EXPIRATION DATE 8/4/2019	☐ CONTINUED UNTIL TERMINATED IF CHECKED
THIS REPLACES PRIOR EVIDENCE DATED:				

PROPERTY INFORMATION

LOCATION/DESCRIPTION
Loc # 2, Bldg # 1, 4144 Carolina Commerce Parkway, Ladson, SC 29456, New Office/Warehouse/Mfg.

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

COVERAGE INFORMATION					AMOUNT OF INSURANCE	DEDUCTIBLE
PERILS INSURED	BASIC	BROAD	SPECIAL			
COVERAGE / PERILS / FORMS						
Loc # 2, Bldg # 1 Property of Others, Special (Including theft), Replacement Cost					\$2,327	5,000

REMARKS (Including Special Conditions)

Special Conditions:
18/19 Balfour Beatty Hotel at Marion Square stored materials \$2327 8/23/18

CANCELLATION

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

ADDITIONAL INTEREST

NAME AND ADDRESS Balfour Beatty Construction 1930 Camden Rd Suite 280 Charlotte, NC 28210	ADDITIONAL INSURED	LENDER'S LOSS PAYABLE	LOSS PAYEE
	MORTGAGEE		
	LOAN #		
AUTHORIZED REPRESENTATIVE 			

ACORD 27 (2016/03)

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**Contractor's Conditional Partial Waiver and Release of Lien
(Upon Progress Payment)**

KNOW ALL MEN BY THESE PRESENTS:

That Balfour Beatty Construction, LLC (the "Lienor") for and in consideration of the payment of the sum of \$1,014,305.39 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 August 21, 2018.

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

The current Contract Sum is: \$ 64,774,901.57

The cumulative amount paid to Contractor to date is: \$ 57,203,493.42

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 29 day of August, 2018.

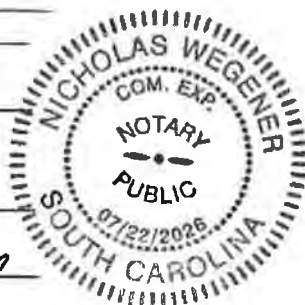
Signed, sealed and delivered
in the presence of:

Nich Wegener
Signature

Nich Wegener
Print Name

STATE OF SC

COUNTY OF Charleston



Balfour Beatty Construction, LLC
a Delaware limited liability company

Alec Dooley
Signature

Alec Dooley Assistant Project Manager
Print Name & Title

The foregoing instrument was acknowledged before me this 29 day of August, 2018 by Dooley, Alec of Balfour Beatty Construction a Delaware limited liability company, on behalf of the company. He/she is personally known to me or has produced OH DL (type of identification) as identification.

Nicholas Wegener
NOTARY PUBLIC, STATE OF SC
My Commission Expires: 7/22/2026

Exhibit XX The Hotel at Marion Square - Balfour Beatty Construction Master Request for Change Order Log										7/25/2018
RCO	Revision	Description	Date of First Submission	Date of Most Recent Submission	Pending	Submitted	Approved	Rejected	Days	Executed Date
1		Rebar at PT Slab to Capping Beam Connection					\$ 5,291.99	\$ 11,595.00		
2		Increased Bracing Size and cap beam								
3	2	Buysort Pricing					\$ 21,647.07			
4		Added Piles and Pile Cap Column J-23					\$ 9,289.94			
5		FFE Warehousing Scope Addition					\$ 106,944.20			
6		Stucco Limestone Finish Upgrade					\$ 154,383.76			
7		Bentonite Geotextile Waterproofing Foundation Shop Drawings					\$ 12,288.10			
8		Chester Horizon Gutter System					\$ 23,066.40			
9	1	Kitchen Equipment Scope Addition					\$ 1,032,612.25			
10		Epoxy Flooring in Lieu of Quarry Tile					\$ 20,486.27			
11		Change size of Switchboard LSP from 1600A to 2000A					\$ 9,314.63			
12		Factory Primed Guestroom Entrance Doors								
13		Revise LV Point of Entry per Actual Services Provided - Void					\$ 4,947.25			
14	2	Revise structural drawings to delete 4 columns in the ballroom					\$ 5,826.46			
15		Added Concrete and Rebar at Coupling Beam Penetrations						\$ 32,470.05		
16		Finish Hardware Questions Response to RF1 0083								
17		Sheet Pile Joint Waterproofing Detail								
18		Shower Door Revisions from Submittal Response					\$ 7,496.59			
19	1/7/2016	Shower Door Handle Revision								
20		MOD 1 Underground Plumbing					\$ 50,698.89			
21		Tube Mullion Change					\$ 62,069.57			
22		Graham Window					\$ 183,519.38	\$ 32,030.84		
23	1	Electrical Revisions in Model Room					\$ 3,523.00			
24		Mockup Graham Windows						\$ 14,936.55		
25		Added Millwork Trim Per Model Room Revision Set Dated 2015-10-16;					\$ 4,064.63			
26	3	Millwork TV Cabinets, Deleting Trim					\$ 3,717.21			
27		Added Barn Door at King Guestroom Mockup								
28	1	100 year storm delay (20 days)			\$ 119,000.00					
29		Pool Tile Edge I/O paver Edge					\$ 2,995.72			
30		Guest Room Closet Light Fixtures						\$ 43,753.52		
31		Adding Glass Mosaic Tile to All Queen Guestbaths						\$ 322,014.22		
32		Mockup Glass Tile Mosaic								
33		Waterstop at Pile Caps					\$ 9,732.97			
34		Drawing Modification					\$ 23,933.36			
35		October, November, and December 2015 Rain Days - Rejected					\$ 4,704.65			
36		Elevator 1-4 Entrance Finish Revision					\$ 145,473.14			
37		Watson MOD 1 Drawing Revisions					\$ 31,965.00			
38		Look and Boardman MOD 1 Drawing Revisions						\$ 352.14		
39		Model Room Barn Door Installation					\$ 1,383.99			
40		Utility Design Changes					\$ 61,474.59			
41		54" Steel Casing Revision					\$ 6,002.17			
42		1000 Year Storm Repair Cost						\$ 124,099.00		
43		Manager's Suite Stair						\$ 42,725.00		
44		VOID						\$ 6,815.00		
45		Added valves and access panels for gas line to lanterns					\$ 19,540.37			
46		MOD 1 Drywall Revisions						\$ 345.04		
47		Mechanical Airway Waterproofing					\$ 5,241.40			
48		Cap Beam Core Drilling Penetration					\$ 74,419.55			
49		Watson MOD 2 and MOD 4 Drawing Revisions					\$ 9,413.56			
50		Merit Painting MOD 1 Drawing Revisions					\$ 8,070.82			
51		Engineering for Acrylic Pool Cover					\$ 81,099.35			
52		Acrylic Pool Cover					\$ 2,046.75			
53		MOD 1 interior glazing revisions					\$ 22,490.00			
54		Demo Allowance Reconciliation						\$ 1200,000.00		
55		GMP Allowance Reduction								
56		Supplemental Instructions #27 - Slab Fold					\$ 10,311.14			
57		Manufacturer's 20 Year Watertight Warranty on Copper Roof						\$ 27,103.02		
58		Merit Painting MOD 2 Drawing Revisions					\$ 780.37			
59		MOD 2 Drywall Only Revisions					\$ 8,200.10			
60		MOD 1 Plumbing and HVAC Revisions - VOID								
61		REMOVED - MOD 1-3 Submitted together								
62		MOD 4 Revisions (Drywall)								
63		RF-0149, RF-0405 Roof Truss Revisions					\$ 26,747.00			
64							\$ 19,072.14			

Supp. Vol. 7

127	Supplemental Instruction 23	6/3/2017	9/21/2017			\$	61,150.00			9/21/2017	8
128	SI 39 - Guestroom C3 Light Fixtures	6/5/2017	6/5/2017			\$	3,297.00			7/13/2017	7
129	RFI 0927 - Ballroom Vaulted Ceiling MEP Chaseway	6/6/2017	6/6/2017			\$	3,864.67			1/25/2018	9
130	Managers Apartment Revisions								\$ 3,446.00		
131	Supplemental Instruction 44	6/9/2017	6/9/2017						\$ 19,733.00		
132	SI 39 - Lobby	6/14/2017	6/14/2017						\$ 8,101.00		
133	Revised Pocket Door Hardware	6/15/2017	6/15/2017								
134	RFI 0974 Guestroom 315 and 415 Soffit Height	6/16/2017	6/16/2017		\$	2,238.25				7/13/2017	7
135	SI 39 - Stair 4	6/22/2017	7/20/2017								
136	SI 39 - Reception	6/20/2017	6/20/2017								
137	MOD 2 and 4 Ductwork Revisions	6/22/2017	6/22/2017						\$ 1,992.00	8/2/2017	8
138	Supplemental Instruction 32	6/26/2017	10/17/2017						\$ 36,510.00	9/21/2017	8
139	RFI 991 - ADA Control Valve Location	6/26/2017	6/26/2017						\$ 71,352.63	10/19/2017	8
140	Common Area Plumbing Fixture (Balance)	1/8/2018	1/8/2018						\$ 3,325.16	7/13/2017	7
141	SI 46 Millwork Revisions	8/10/2017	9/13/2017						\$ 48,106.34	5/10/2018	12
142	Hotel Millwork Revisions	6/18/2017	6/18/2017						\$		
143	Change in Door Frame at Patisserie	6/28/2017	6/28/2017						\$ 212,932.00	8/1/2017	8
144	Add Low Voltage Sleeves on Floors 1 and 2	6/29/2017	6/29/2017						\$ 629.30	1/25/2018	9
145	Domestic Hot Water Riser Offsets	6/30/2017	6/30/2017						\$ 4,190.00	3/8/2017	10
146	MOD 8 Drawing Revisions	7/10/2017	10/31/2017						\$ 16,926.00	8/31/2017	8
147	RFI 0682 and 1086 Added Condensate Pumps	7/7/2017	7/7/2017						\$ 32,767.00	11/30/2017	9
148	SI 39 - Boardroom and Vestibule	7/20/2017	7/20/2017						\$ 4,736.00	8/31/2017	8
149	SI 40R1	7/11/2017	8/1/2017						\$ 71,341.33	8/21/2017	8
150	Delete Car Lift for Storm Pump	7/14/2017	7/14/2017						\$ 17,558.00	10/19/2017	8
151	RFI 0958 Plumbing Drain Pan	7/14/2017	1/23/2018						\$ 2,178.73	3/8/2018	10
152	RFI 0936 - Entry Foyer Grill Type	7/20/2017	7/20/2017						\$		
153	Guestroom Tub Accessory Reconciliation	8/10/2017	8/10/2017						\$ 1,082.85	8/31/2017	8
154	Lower Credit to RCO 073	7/29/2017	7/29/2017						\$ (649.00)		
155	Break Metal Window Panels at Foyer	7/31/2017	7/31/2017						\$ 1,081.00	8/31/2017	8
156	SF-01 Allowance								\$ 250,000.00		
157	RFI 1063 - Operable Wall Soffit	8/9/2017	10/2/2017						\$ 6,552.96	10/17/2017	8
158	RFI 0922 Add Bulkhead in 435	8/14/2017	8/14/2017						\$ 1,021.00	1/25/2018	9
159	FFE Expanded Scope	8/21/2017	8/21/2017		\$	242,633.00					
160	SI 54 Managers Apartment Ceilings	8/23/2017	11/7/2017						\$ 5,352.13		
161	Offsite Meck Un Drivall and Plumbing Reconciliation	8/26/2017	8/26/2017		\$	17,376.00				11/30/2017	9
162	RFI 1060 - Guestroom S10 Soffit Issue	8/28/2017	8/28/2017						\$ 983.00	1/25/2018	9
163	RFI 0953 Juliet Balcony Door Base	8/30/2017	8/30/2017						\$ 1,867.00	2/22/2018	10
164	Guestroom Window Casing	12/16/2017	12/16/2017						\$ 102,614.00	1/13/2018	9
165	SI 48 Additional Spa Shower	9/7/2017	9/26/2017						\$ 21,851.22	10/19/2017	8
166	RFI 996 - Revise Ductwork Due to Corridor Crown	11/13/2017	11/13/2017						\$		
167	ADA Guestroom Bathroom Floor Tile Revisions	9/14/2017	9/14/2017						\$ 3,681.00	2/22/2018	10
168	RFI 0915 - Ballroom RCP Conflict with Ductwork	9/14/2017	9/14/2017						\$ 8,734.00	2/22/2018	10
169	MOD 6, 7 and SI 42 Electrical Revisions	9/18/2017	10/5/2017						\$ 67,535.88	11/30/2017	9
170	Barn Doors - Doors, Hardware, and Installation	10/9/2017	10/9/2017						\$ 258,025.97	10/19/2017	8
171	Private Dining Millwork Revisions - Paint Grade	9/26/2017	9/26/2017						\$		
171.1	Private Dining Millwork Revisions - Mozambique	9/26/2017	9/26/2017						\$ 17,009.37	11/30/2017	9
172	SI 39 Stair 04 Millwork Revisions	9/26/2017	9/26/2017						\$ 30,733.53	10/19/2017	9
173	SI 39 Stair 04 Millwork Revisions	9/26/2017	9/26/2017						\$ 5,545.89	10/17/2017	8
174	SI 39 Stair 04 Millwork Revisions	9/26/2017	9/26/2017						\$ 3,258.65	1/28/2018	9
174.1	Furr Out Fitness Room West Wall	10/2/2017	11/28/2017						\$ 2,699.70	11/30/2017	9
175	Fire Damper in Room 533	10/9/2017	10/9/2017						\$		
176	Concierge Lounge Case and Millwork Revisions	10/9/2017	10/9/2017						\$ 18,335.69	1/12/2018	9
177	SI 54 Managers Apartment Millwork	10/9/2017	10/9/2017						\$		
178	Delivery and Storage for 08-67	10/10/2017	10/10/2017		\$	2,245.84					
179	Boardroom Vestibule 209 Alcove Revisions	10/13/2017	10/13/2017						\$ 3,267.04	11/3/2017	9
180	Patisserie Casework Revisions	10/17/2017	10/17/2017						\$ 8,083.72	1/12/2018	9
181	Lower Soffits in Concierge Alcove	10/27/2017	10/27/2017						\$ 2,378.98	11/30/2017	9
182	Custom Entry Doors	1/11/2018	6/18/2018						\$		
183	Guestroom Window Valances	11/6/2017	11/6/2017						\$ 109,400.48	7/12/2018	16
184	Hurricane Irma Prep and Recovery				\$	57,467.82			\$ 47,619.53	1/12/2017	9
185	RFI 1121 - Add Soffit in Room 719	11/8/2017	11/8/2017						\$		
186	Won Door Submittal Revisions	11/9/2017	11/9/2017						\$ 1,624.08	1/25/2017	9
187	Stair 03 and 04 Black Metal Panels	11/30/2017	11/30/2017						\$ (7,900.00)	11/30/2017	9
188	Acid Crown at Rotunda for Wall Covering	11/13/2017	11/13/2017						\$ 7,563.69		
							\$		\$ 1,464.71	1/12/2018	9

The Hotel at Marion Square - Change Orders Pending Submission				
TBD	RFI 0832 BT-2 Fixture Selection			\$ (8,262.75)
TBD	Fireplace Submittal Revisions			\$ 1,069.00
TBD	Waterproofing Consultant Review: add flashing A615 above canopy			\$ 1,899.69
TBD	SI 34 Relocate Temperature and FA Devices			\$ 4,000.00
TBD	Waterproofing Consultant Review: Add flashing per RJ kenney detail 1-A620			\$ 4,785.63
TBD	King Street SCEG Primary Extensions			\$ 6,006.96
TBD	BIM Coordination Overruns			\$ 150,000.00
TBD	RFI 0801 - 221B and 222B Shower Fixtures			\$ 1,352.00
TBD	RFI 0932 GR HFCU Shift			\$ 1,209.00
TBD	RFI 0945 L3 Electrical Room Grill			\$ 1,182.00
TBD	Double Bowl Vanities 3, 4, 5			\$ 3,267.00
TBD	RFI - Delete Ballroom Light Fixtures			\$ (941.00)
TBD	Balance of Hotel Millwork Revisions			\$ 40,000.00
TBD	Supplemental Instruction 052 - Paint and Tile Revisions			\$ 40,000.00
TBD	Room Type X15 Revisions			\$ 20,000.00
TBD	Schedule Extensions and Delays - Bernhard MCC			\$ 842,064.00
TBD	Schedule Extensions and Delays - Watson Electric			\$ 1,122,884.00
TBD	Schedule Extensions and Delays - Precision Walls			\$ 520,856.00
TBD	Schedule Extensions and Delays - Old North State Masonry			\$ 1,056,804.00
TBD	Scan and Core Drilling for Drawing Revisions			\$ 78,549.00
TBD	RFI 1093 Guestroom 603 TV Wall Conflict			\$ 3,152.00
TBD	RFI 0940 Pocket Door Opening Revision in Room 635			\$ 2,782.00
TBD	Kitchen Ceiling Soffit Above Walk In Coolers			\$ 1,305.00
TBD	Lutron Lighting Control Reconciliation			\$ 15,000.00
TBD	Sprinkler Heads in TV Wall's			\$ 10,000.00
	Subtotal ROM			\$ 3,918,963.53
	Total Pending			\$ 4,149,749.13

Stored Materials Inventory

Form #4b

BORROWER:	Library and Associates, LLC	DATE:	7/25/2018
PROJECT NAME:	The Hotel at Marion Square	DRAW #	40
GENERAL CONTRACTOR	Balfour Beatty Construction, LLC	PERIOD ENDING DATE:	7/31/2018

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	\$11,250.00	\$0.00	\$0.00	\$11,250.00	\$1,125.00
	Electrical	N. Charleston, SC	Watson Elect	\$62,537.00	\$0.00	\$0.00	\$62,537.00	\$6,253.70
	Millwork (Guestrooms)	Ladson, SC	Low Country	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Millwork (L1, L2, L9)	Ladson, SC	Low Country	\$0.00	\$2,327.00	\$0.00	\$2,327.00	\$232.70
	Hard Tile	Lexington, SC	David Allen	\$9,652.41	\$0.00	\$0.00	\$9,652.41	\$965.24
	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			\$160,789.41	\$2,327.00	\$0.00	\$162,116.41	\$16,311.64

Balfour Beatty Construction

Owner – Architect Notification Log – July 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.

The Hotel at Marion Square
Owner Delay Log
Project No.: 13026000

EXHIBIT G - APPLICATION FOR PAYMENT

Pay Request #: July 31st, 2018
Work Performed Through

Subcontractor's Name: A. Ritz Interiors, Inc.
Subcontractor's Address: 8125 Odessa Place, Douglasville, GA 30134
Phone Number: 678-310-0067 ext. 1
Fax Number: _____

Project Name: Hotel at Marion Square
Owner: _____

Project No.: 13026000

Date: 07/24/18

Description of Work: Upholstery

Original Contract Amount: \$45,600.00
Change Order Total: \$5,400.00
Through C/O #: 1
Total Revised Contract \$51,000.00
Value of Work Performed to Date \$51,000.00
Value of Materials Stored On Site _____
Value of Materials Stored Off Site _____
Current Month (Stored Materials) _____
Total \$51,000.00
Less 10.0000 % Retainage 5,100.00
Amount Earned to Date \$45,900.00
Less Previous Billings/Payments - 20,520.00
Less Adjustments/Joint Checks _____
Less Pending Back Charges _____
Total Amount this Requisition \$25,380.00

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 ☐	
EBO 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 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 #			

For Balfour Beatty Construction Use Only:

CO #	Vendor #	Job #	Contract No.
		13026000	064
Date	Invoice #	Description	
Gross Amount	Retainage Amt	Net Amount	
Accrued Tax	Tax Code	Pay Item & Cost Code	
Yes			
No			
Halt Codes:			

Approvals:

PM / Date

PA / Date

APA / Date

BALFOUR BEATTY CONSTRUCTION, LLC
Exhibit G: Subcontractor / Application for Payment (Rev. 8/06/2012)

APPLICATION AND CERTIFICATE FOR PAYMENT

TO (Contractor):

BALFOUR BEATTY CONSTRUCTION, LLC
1930 Camden Road, Suite 280
Charlotte, NC 28203

PROJECT: *Hotel at Marion Square*

AIA DOCUMENT G702 PAGE 1 OF 2 PAGES

APPLICATION: # *2* DISTRIBUTION TO:

PERIOD FROM: *07/01/18* OWNER
PERIOD TO: *07/31/18* CONTRACTOR
ARCHITECT
TRADE CONTRACTOR

FROM (TRADE CONTRACTOR):

*Ritz Interiors, Inc.
8125 Daessa Place
Douglasville, GA 30134*

VIA (Construction Contract):

ARCHITECT'S

PROJECTS NO: *1302600*

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY		DEDUCTIONS
Change Orders approved previous months by Owner	ADDITIONS	
TOTAL		
Approved this Month:		
No. Date Approved		
TOTALS	0.00	\$0.00
Net 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:

Ritz Interiors, Inc.
By: *[Signature]* Date: *07/24/18*

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.

CONTRACT DATE:

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

Certificate Sheet

1. ORIGINAL CONTRACT SUM	\$ <i>45,600.00</i>
2. Net change by Change Orders	\$ <i>5400.00</i>
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$ <i>51,000.00</i>
4. TOTAL COMPLETED & STORED TO DATE (Column G)	\$ <i>51,000.00</i>

5. RETAINAGE:

a. 10 % of Completed Work \$ *5100.00*

(Column D + E)

b. 10 % of Stored Material \$

(Column F)

Total Retainage (Line 5a + 5b or

Total in Column I)

6. TOTAL EARNED LESS RETAINAGE

(Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR

PAYMENT (Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE

9. BALANCE TO FINISH, PLUS RETAINAGE

(Line 3 less Line 6)

State of: _____ County of: _____ day of _____ 20

Subscribed and sworn to before me this _____ day of _____

Notary Public:

My commission expires: _____

AMOUNT CERTIFIED

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

CONTRACTOR: BALFOUR BEATTY CONSTRUCTION, LLC

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

PAGE 2 OF 2 PAGES

PROJECT:

APPLICATION NUMBER: 2

APPLICATION DATE: 07/24/18

PERIOD TO: 07-01/07-31-18

ARCHITECT'S PROJECT NO: 13026000

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	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					
	Furnish upholstered wall panel 18	45,600.00	20,520.00	20,520.00			45,600.00		450.00
CO #1	Modify guest room panel 18	5400.00		4,860.00			5400.00		540.00
	Total	57,000.00	20,520.00	25,380.00			57,000.00		540.00

Project Name
Project No. XXXXX

Page 3 of 3

ELECTRONICALLY FILED - 2023 May 15 2:49 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Exhibit "C"

**Balfour Beatty
Construction**

Exhibit F2

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

(Subcontractor/Vendor)

The undersigned, Ritz Interiors, 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:
Manor Square ("Project")
(Name or Description of Project)
which is located at 404 King Street
(Street Address)
in the City of Charleston and County of _____,
and is owned by _____ ("Owner").
(Name of Owner)

Subcontractor has been paid and received payment of \$ 25,380.00
(Amount paid to Subcontractor)

the sufficiency of which is hereby acknowledged and confessed, and as such Subcontractor
hereby: (1) waives, releases and relinquishes any and all liens and claims of lien, actual or
potential, and bonds or bond rights, for the Work performed, rendered, supplied or furnished by
Subcontractor for or with respect to the Project through 07/24, 2018 (the
(Insert date through which release is given)

"Release Period"); and, (2) waives, releases and relinquishes any and all claims for payment for
Work performed, rendered, supplied or furnished by the Subcontractor for or with respect to the
Project through the Release Period including any claims for extended or additional job costs and
overhead, lost profits, impact costs and the like, as well as claims and demands arising from any
contended delays, disruptions or changes to the Work, except with regard to retainage amounts
and compensation for extra work but only to the extent such extra work is specifically identified
below:

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

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

Page 1 of 2

Updated as of 6/29/2013

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

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

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

Given under hand and seal this 24th day of July, 2019.

Ritz Interiors, Inc.
(Company Name)

By: [Signature]

Its: CEO

Georgia
STATE OF SOUTH CAROLINA

COUNTY OF Douglas

The foregoing instrument was signed, sealed and acknowledged before me this 24 day of JULY, 2019, 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: 2/20/2021



(Notary Seal)

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

KNOW ALL MEN BY THESE PRESENTS:

That Ritz Interiors, Inc. (the "Lienor") for and in consideration of the payment of the sum of \$ 25,380.00 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 24th 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 24th day of July, 2018

Signed, sealed and delivered
in the presence of

Signature

Print Name

STATE OF

COUNTY OF

a

corporation

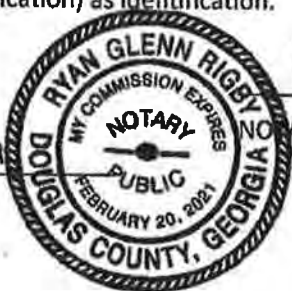
Signature

Print Name & Title

The foregoing instrument was acknowledged before me this 24 day of JULY, 2018 by LESLIE RITZ, CEO of RITZ INTERIORS, a GADL corporation on, on behalf of the corporation. He/she is personally known to me or has produced GADL (type of identification) as identification.

My Commission Expires:

2/20/2021



NOTARY PUBLIC, STATE OF

GEORGIA

Invoice

Ritz Interiors
8125 Odessa Place
Douglasville, GA 30134

Date	Invoice No.
07/24/18	2832

Bill To	
Balfour Beatty 306 Meeting St. Suite 300 Charleston, SC 29401	

Project	Terms
Marion Square	Due on receipt

Description	Amount
Furnish and install upholstered wall panels. Work complete. Balance Due.	22,800.00
Modify Guestroom fabric panels.	5,400.00

Balance Due	\$28,200.00
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APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF TWO PAGES

Barnhart Jur Beatty

TO CONSTRUCTION MANAGER:
Balfour Beatty Construction
1930 Camden Rd. Suite 280
Charlotte, NC 28210
FROM CONTRACTOR:
Gulf Stream Construction, Inc.
1983 Technology Dr
Charleston, SC 29492

PROJECT: HOTEL AT MARION SQUARE

APPLICATION NO: 21

Distribution to:

☒	OWNER
☒	ARCHITECT
☒	INSPECTOR

PERIOD TO: 7/31/2018

PROJECT NO: #13026000

VIA ARCHITECT:

CONTRACTOR'S APPLICATION FOR PAYMENT

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.

1. ORIGINAL CONTRACT SUM \$ 1,270,000.00
2. Net change by Change Orders \$ 196,124.13
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 1,466,124.13
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 1,431,726.70
5. RETAINAGE: \$ 60,274.11
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total) \$ 1,371,452.59
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 1,170,658.02
8. CURRENT PAYMENT DUE \$ 200,794.57
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 94,671.54

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	196,124.13	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$196,124.13	\$0.00
NET CHANGES by Change Order	\$196,124.13	

CONSTRUCTION MANAGER: 

By: _____ Date: 7/29/18

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 Contractors are entitled to payment of the AMOUNT REQUESTED.

AMOUNT REQUESTED \$ 200,794.57

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

ARCHITECT:

By: _____ Date: _____

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

AIA DOCUMENT G702 - APPLICATION AND CERTIFICATION FOR PAYMENT - 1992 EDITION - AIA - ©1992
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 20006-5202

Balfour Beatty Project												
A	B	C	D	E	F	G	H	I				
BID PACKAGE #	CONTRACTOR	SCHEDULED VALUE	TOTAL CHANGE ORDERS	Budget Transfer	REVISED CONTRACT	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E)	WORK COMPLETED THIS PERIOD (H+J)	MATERIALS PRESENTLY IN STOCK (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+H)	% (G+I)	BALANCE TO FINISH	RETAINAGE
1	Mobilization	31,294.14	-		31,294.14	31,294.14	-	-	31,294.14	100.00%	(C-G)	10%
2	Layout & Site Preparation	78,087.55	-		78,087.55	72,283.17	-	-	72,283.17	95.00%	3,804.38	1,564.73
3	Erosion Control	22,557.18	-		22,557.18	22,557.18	-	-	22,557.18	100.00%	-	1,127.86
4	Demolition & Tree Removal	30,887.93	-		30,887.93	30,887.93	-	-	30,887.93	100.00%	-	1,543.40
5	Demolition of Existing Foundations/Slab Allowance	79,999.88	-	(31,799.91)	48,199.97	79,999.88	-	-	79,999.88	100.00%	(31,799.91)	3,999.99
6	Mass Excavation (Earthwork)	488,760.89	-		488,760.89	478,985.48	-	-	478,985.48	98.00%	9,775.21	23,949.27
7	Water & Sewer	168,653.25	-		168,653.25	168,653.25	-	-	168,653.25	100.00%	-	-
8	Storm Drainage	96,584.95	-		96,584.95	96,584.95	-	-	96,584.95	100.00%	-	4,829.25
9	Mech. Vault	56,350.98	-	(30,214.13)	26,136.85	56,350.98	-	-	56,350.98	100.00%	(30,214.13)	2,817.55
10	Paving	208,178.45	-		208,178.45	31,226.77	156,133.84	-	187,360.61	90.00%	20,817.84	9,368.03
11	Hauling Off Spoils	10,665.00	-		10,665.00	10,665.00	-	-	10,665.00	100.00%	-	533.25
12	CO01 - Schedule Update 4/11/16	-	-		-	-	-	-	-	-	-	-
13	CO02 Additional Earthwork	-	93,968.14	62,014.04	155,982.18	93,968.14	-	-	93,968.14	100.00%	62,014.04	4,698.40
14	CO03 Utility Design Changes	-	42,352.30		42,352.30	42,352.30	-	-	42,352.30	100.00%	-	-
15	CO05 Chandelier Change Orders	-	15,239.00		15,239.00	15,239.00	-	-	15,239.00	100.00%	-	-
16	CO06 Road Plate Rental/Adm 3 Months	-	6,858.06		6,858.06	6,858.06	-	-	6,858.06	100.00%	-	342.90
17	CO07.1 Skid Steer and Operator for Work on 5/6	-	960.00		960.00	960.00	-	-	960.00	100.00%	-	49.00
18	CO07.2 Add Chiller and Generator Pads	-	8,225.00		8,225.00	8,225.00	-	-	8,225.00	100.00%	-	411.25
19	CO07.3 Backfill at Coping Beam- Work Disactive	-	1,365.00		1,365.00	1,365.00	-	-	1,365.00	100.00%	-	68.25
20	CO07.4 Clean off Huston Street 9/16/16	-	4,200.00		4,200.00	4,200.00	-	-	4,200.00	100.00%	-	210.00
21	CO07.5 Fence Panel Rental	-	2,500.00		2,500.00	2,500.00	-	-	2,500.00	100.00%	-	125.00
22	CO07.6 Mock Up Foyer	-	586.50		586.50	586.50	-	-	586.50	100.00%	-	29.32
23	CO08.1 Temp Road Plates (COR 15, 23, 27)	-	17,597.00		17,597.00	17,597.00	-	-	17,597.00	100.00%	-	879.85
24	CO08.2 EW at Mech Yard (COR 18)	-	1,423.13		1,423.13	1,423.13	-	-	1,423.13	100.00%	-	71.15
25	CO08.3 Huston Gate Repair (COR 26)	-	850.00		850.00	850.00	-	-	850.00	100.00%	-	41.50
		1,270,000.00	196,124.13	0.00	1,466,124.13	1,275,592.86	156,133.84	0.00	1,431,726.70	97.65%	34,387.43	80,273.11

**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 \$ 200,794.57 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 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.

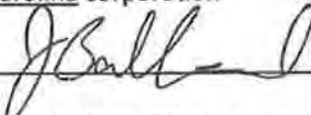
IN WITNESS THEREOF, I have hereunto set my hand seal this 20th day of July, 2018.

Signed, sealed and delivered
in the presence of:



Signature
Janiece Patterson
Print Name

Gulf Stream Construction Company, Inc.
a South Carolina corporation

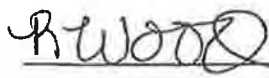


Signature
Justin Ballard, Project Manager
Print Name & Title

STATE OF South Carolina

COUNTY OF Charleston

The foregoing instrument was acknowledged before me this 16th day of May, 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.



NOTARY PUBLIC, STATE OF South Carolina

My Commission Expires:

March 01, 2026

Balfour Beatty Construction

TIER RELEASE SCHEDULE

Job Name	Hold at Marion Square
Job #	13026000

Date Provided:	7/23/2018
----------------	-----------

PRIME SUB'S NAME	Gulf Stream C
Attachment for Pay Reg #:	21
For Month Ending:	7/23/2018

A	B	C	D	E	F	G	H	I	J	K
Subcontractors/Suppliers List all subs or suppliers who will perform work for this contract. List Address & Phone Number	Indicate if tier is based in county of Project	Notice to Owner Filed? (NTO) (Yes/No)	Date NTO Filed:	Bonded Sub? (Yes/No)	Has tier billed for work to date? select: (Yes/No)	Cumulative dollar amount tier billed for work/materials to date:	Tier's most recent invoice is dated through:	Tier's most recent release is dated through: (as noted on releases)	Tier's most recent release is PARTIAL or FINAL? Select One	Comments:
SAMPLE TIER 123 Example Dr. Savannah, NC 27607 919-534-1234 Chandler Construction Services, Inc. 1511 Newby St Highway Newby St, SC 29680 Telephone Number: 844-227-2221 Fax Number: 844-227-3220	yes - FT	NO	N/A		YES NO	\$12,123.00	4/27/2010	3/31/2010	PARTIAL FINAL	thru March 2010
Sanders Brothers Construction Company, Inc. 1680 Harley Street North Charleston, SC 29406 Telephone Number: 843-744-4261 Fax Number: 843-554-2095	No - Greenwood	No	NTD	No	YES NO	\$181,323.34	1/25/17	1/31/17	PARTIAL	
Glover Fence Company 3911 Chelton Road Johns Island, SC 29405 Telephone Number: 843-669-1314 Fax Number: 843-559-3223	Yes - Charleston	No	NTD	No	YES NO	\$2,475.00	7/29/16	9/30/16	PARTIAL	
Tera and Squires, LLC Post Office Box 02559 North Charleston, SC 29419 Telephone Number: 843-559-4499 Fax Number: 843-524-6988	Yes - Charleston	No	NTD	No	YES NO	\$23,405.00	7/18/17	9/30/17	PARTIAL	
Three Oaks Contracting, LLC P.O. Box 498 Ravenel, SC 29470 Telephone Number: 843-694-1316 Fax Number: 843-566-1322	No - Dorchester	No	NTD	No	YES NO	\$78,417.58	5/22/18	7/31/18	PARTIAL	
HD Supply Wellmontia, Ltd 4905 Beane Rd, North Charleston, SC 29415 Telephone Number: (843) 745-9388	Yes - Charleston	No	NTD	No	YES NO	\$30,067.73	3/30/18	5/18/18	PARTIAL	Changed name to Core & Main, LP

GULF STREAM CONSTRUCTION

Hotel at Nemo - COR Log

GSOC Job #:	15-1-109
Job Name:	Hotel at Marlon Square
Owner:	Library Associates, LLC
GC/Contact Person:	Ballfour Beatty Construction / Nick Stancevic
GSOC PM:	Justin Ballard
BASE CONTRACT AMOUNT:	\$1,270,000.00

10/17/2018 10:55:53

Updated:	5/16/2018
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CHANGE ORDER REQUEST NO.	DESCRIPTION OF CHANGE ORDER	AMOUNT PENDING	TIME REQUESTED (DAYS)	DATE COR SUBMITTED	AMOUNT APPROVED	DATE CO ISSUED	OCO NO. and/or Contract Item No.	NOTES/COMMENTS	Phase Code to be Used
EW01	Stilt Fence and Tree Protection			02/28/15	\$ 4,118.79				
NA	Schedule Change				\$ -	04/20/16	1		Varies
Varies	Additional Earthwork			01/07/16	\$ 93,968.14	05/26/16	2		Varies
4	Utility Design Changes COR			02/23/16	\$ 42,352.30	06/07/16	3		2.421
NA	MOD 5 Changes			08/02/16	\$ -		4		
12	Skid Steer and Operator for Work on May 6 (6 hours)			07/15/16	\$ 960.00	10.18.17	7	BBC called Tripp to request skid steer and operator	
13	Haul off of P&H at East Corridor (500 CY Allowance Overrun)	\$ 1,286.45		06/28/16					
14	Add Chiller and Generator Pads			06/30/16	\$ 8,225.00	10.18.17	7		
15	Steel Plate at Water Meter Vault			07/08/16	\$ 1,500.00	04/30/18	8		
16	Hutson St Storm Repairs (inc. potholing and box repair)			08/30/16					
17	Net Value of Chandler's CO - 11.11.16 Email			09/01/16	\$ 15,239.00	01/19/17	5		
18	Extra Concrete Work at Mechanical Yard (3 Oaks)			09/01/16	\$ 1,423.13	04/30/18	8		
19	Backfill at Capping Beam - 7.11-7.12.16 Work Directive			12/06/16	\$ 1,365.00	10.18.17	7		
20	Cleaning off Hutson St - 9.16.16			12/06/16	\$ 4,200.00	10.18.17	7		
21	Lowering King St Storm Drain 4" - 11.10.16 (5 hrs)	\$ 820.00		12/06/16					
22	Fence Panel Rentals (delivered Feb 3)				\$ 2,500.00	10.18.17	7		
23	Temporary Road/Plates - West side of bldg.				\$ 9,239.00	04/30/18	8		
24	FOB Concrete			03/22/17	\$ 586.50	10.18.17	7		
25	Road Plate Rental Addtl 3 Months			07/10/17	\$ 6,858.06	7.11.17	6	April, May, June (Orig CO was for Feb & March)	
26	Hutson Gate Repair			07/13/17	\$ 850.00	04/30/18	8	Glover Cost: \$850 + 15% GSOC MU	2.661
27	Road Plate Rental Addtl 3 Months (July-Sept)			09/20/17	\$ 6,858.00	04/30/18	8		
28	Courtyard Revisions							Owner did not change plans	
29	Raise Grease Trap Manholes								
REVISED CONTRACT AMOUNT		\$1,466,124.13							
Total with EW included		\$ 1,470,242.92							

EXHIBIT G - APPLICATION FOR PAYMENT

Subcontractor's Name: Pleasant Places, Inc.
 Subcontractor's Address: 449 Long Point Road, Mt. Pleasant, SC 29464
 Phone Number: 843-881-3430
 Fax Number: _____

Pay Request #: 8
 Work Performed Through 7/31/18

Project Name: Hotel at Marion Square Project No.: 13026000 Date: 7/20/18
 Owner: _____

Description of Work: Landscape, Hardscape & Irrigation

Original Contract Amount: \$317,316.00
 Change Order Total: \$13,530
 Through C/O#: _____
 Total Revised Contract \$330,846
 Value of Work Performed to Date \$309,292.13
 Value of Materials Stored On Site _____
 Value of Materials Stored Off Site _____
 Current Month (Stored Materials) _____
 Total \$309,292.13
 Less 10.0000 % Retainage \$15,464.61
 Amount Earned to Date \$293,827.52
 Less Previous Billings/Payments \$272,649.38
 Less Adjustments/Joint Checks _____
 Less Pending Back Charges _____
 Total Amount this Requisition \$21,178.14

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 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 #	_____		

For Balfour Beatty Construction Use Only:

CO #	Vendor #	Job #	Contract No.
		13026000	029
Date	Invoice #	Description	
Gross Amount	Retainage Amt	Net Amount	
Accrue Tax	Tax Code	Pay Item & Cost Code	
Yes			
No			
Halt Codes:			

Approvals:

PM / Date

PA / Date

APA / Date

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

KNOW ALL MEN BY THESE PRESENTS:

That Pleasant Places (the "Lienor") for and in consideration of the payment of the sum of \$ 21,178.14 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 20th 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 MISFEASANCE 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 20 day of July, 2018

Signed, sealed and delivered
in the presence of:

Dawn Oldag
Signature
Dawn Oldag
Print Name

Pleasant Places
a LLC corporation
Guy Artigues
Signature
Guy Artigues, President
Print Name & Title

STATE OF SC
COUNTY OF Charleston

The foregoing instrument was acknowledged before me this 20th day of July, 2018 by Guy Artigues, President of Pleasant Places, a LLC corporation or, on behalf of the corporation. He/she is personally known to me or has produced (type of identification) as identification.

Angela Carducci
NOTARY PUBLIC, STATE OF S.C.

, Commission Expires: 2/27/28

ANGELA CARDUCCI
Notary Public, State of South Carolina
My Commission Expires 2/27/2028

APPLICATION AND CERTIFICATE FOR PAYMENT

PAGE ONE OF TWO PAGES

(Instructions on reverse side)

AIA DOCUMENT G702

TO OWNER: Balfour Beatty Construction
1930 Camden Road
Charlotte, NC 28203

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

FROM CONTRACTOR: Pleasant Places Inc.
449 Long Point Road
Mt. Pleasant, SC 29464

CONTRACT FOR: VIA ARCHITECT

APPLICATION NO.: 8
PERIOD TO:
PROJECT NOS.: 13026000
CONTRACT DATE: July 17, 2015

Distribution to:
☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR

CONTRACTOR'S APPLICATION FOR PAYMENT

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

The undersigned Contractor certifies that to the best of the 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.

1. ORIGINAL CONTRACT SUM	\$	317,316.00
2. Net change by Change Orders	\$	13,530.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	330,846.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	309,292.13
5. RETAINAGE:		
a. 5% % of Completed Work (Columns D + E on G703)	\$	15,464.61
b. 10% % of Stored Material (Column F on G703)	\$	-
Total Retainage (Line 5a + 5b or Total in Column I of G703)	\$	15,464.61
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$	293,827.52
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	272,649.38
8. CURRENT PAYMENT DUE	\$	21,178.14
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	37,018.48

Notary Public:
My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED: \$
(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

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

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 13,530.00	
Total approved this Month		
TOTALS	\$ 13,530.00	\$ -
NET CHANGES by Change Order	\$	\$ 13,530.00

AIA DOCUMENT G703 • CONTINUATION SHEET FOR G702 • 1992 EDITION • AIA® G-1992 • THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 200065292 • WARNING: Unlicensed photocopying violates U.S. copyright laws and will subject the violator to legal prosecution.



G702-1992

CONTINUATION SHEET

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification, is attached. In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line items may apply.

AIA DOCUMENT G702

(Instructions on reverse side)

PAGE TWO OF TWO PAGES

APPLICATION NO.: 8
 APPLICATION DATE: 7/13/2018
 PERIOD TO: 7/31/2018
 ARCHITECT'S PROJECT NO.: 13026000
 PROJECT NAME: Hotel at Marion Square

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE		D WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)		E THIS PERIOD		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 (IF VARIABLE) RATE
1	Herringbone Brick Paving Interior course	\$ 16,200.00	\$ 14,580.00						\$ 14,580.00	\$ 1,620.00	90%
2	Bluestone paving	\$ 147,600.00	\$ 147,600.00						\$ 147,600.00	\$ -	100%
3	Running bond brick paving	\$ 31,680.00	\$ 25,344.00						\$ 25,344.00	\$ 6,336.00	80%
4	Running bond patch at planter to match existing Granite-	\$ 3,600.00	\$ 3,600.00						\$ 3,600.00	\$ -	100%
5	Cobbles for Palm tree planter	\$ 2,750.00							\$ -	\$ 2,750.00	0%
6	Brick Edging at Palm tree planter	\$ 1,080.00	\$ 1,080.00						\$ 1,080.00	\$ -	100%
7	Granite Planter Curb Rashed	\$ 16,800.00	\$ 15,100.00						\$ 15,100.00	\$ 1,700.00	90%
8	Granite Planter Curb Flush	\$ 15,050.00	\$ 13,500.00						\$ 13,500.00	\$ 1,550.00	90%
9	Granite Planter Curb Flush	\$ 540.00	\$ 540.00						\$ 540.00	\$ -	100%
10	Granite Planter Curb Flush	\$ 14,250.00	\$ 13,000.00						\$ 13,000.00	\$ 1,250.00	91%
11	Granite Curb reinstall - straight run	\$ 15,750.00	\$ 15,750.00						\$ 15,750.00	\$ -	100%
12	Granite Curb reinstall - radius	\$ 980.00	\$ 980.00						\$ 980.00	\$ -	100%
13	Cherry Street Bollard	\$ 11,988.00	\$ 11,988.00						\$ 11,988.00	\$ -	100%
14	Irrigation booster pump	\$ 7,395.00	\$ 7,395.00						\$ 7,395.00	\$ -	100%
15	Irrigation sleeving	\$ 4,500.00	\$ 4,500.00						\$ 4,500.00	\$ -	100%
16	Irrigation system	\$ 1,750.00	\$ 1,750.00						\$ 1,750.00	\$ -	100%
Landscape-											
17	Canopy trees	\$ 5,050.00	\$ 2,525.00			\$ 1,262.50			\$ 3,787.50	\$ 1,262.50	75%
18	Shrubs	\$ 1,280.00	\$ 640.00			\$ 320.00			\$ 960.00	\$ 320.00	75%
19	Ornamental grasses and groundcovers	\$ 3,863.00	\$ 1,931.75			\$ 966.88			\$ 2,897.63	\$ 965.37	75%
20	Mulch	\$ 780.00	\$ 390.00			\$ 195.00			\$ 585.00	\$ 195.00	75%
21	Planting soil	\$ 2,800.00	\$ 1,400.00			\$ 700.00			\$ 2,100.00	\$ 700.00	75%
22	Planting boxes	\$ 11,620.00	\$ 5,810.00			\$ 2,905.00			\$ 8,715.00	\$ 2,905.00	75%
23	CO2 South Patio - bluestone revision	\$ 13,530.00	\$ 13,530.00						\$ 13,530.00	\$ -	100%
		\$ 330,846.00	\$ 302,943.75			\$ 6,348.38			\$ 309,292.13	\$ 21,553.87	93%

AIA DOCUMENT G703 • CONTINUATION SHEET FOR G702 • 1992 EDITION • AIA® • ©1992 • THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W. WASHINGTON, D.C. 20005-2992 • WARNING: Unlicensed photocopying violates U.S. copyright laws and will subject the violator to legal prosecution.



G703-1992

Request for Payment

Pay Request # **18**
Work Performed Through: **07/31/18**

Subcontractor's Name **Tate Ornamental, Inc**
Subcontractor's Address **496 Sage Road**
White House, TN 37188
Phone Number _____
Fax Number _____

Project Name: **Hotel at Marion Square** Job No.: **13026400** Date: **07/13/18**
Owner: **Library Associates, LLC**

Description of Work:	Ornamental Metals
Original Contract Amount	\$521,000.00
Change Order Total	-\$20,461.99
Through C/O #: 0	
Total Revised Contract	\$500,538.01
Previous Work Performed to Date(SSR)	\$459,288.01
Value of Materials Stored On Site	\$0.00
Value of Materials Stored Off Site	\$0.00
Current Month Gross	\$0.00
New Work Performed to Date	\$482,753.91
Less 10 % Retainage	\$48,275.39
Joint Earned to Date	\$434,478.52
Less Previous Net Billings	\$413,359.21
Less Adjustments/Joint Checks	\$0.00
Less Pending Back Charges	\$0.00
Total Amount this Requisition	\$21,119.31

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	04/15/19
Release Attached	Y ☐ N ☐
Tier/Supplier Release if Required	Y ☐ N ☐
Reducing Retention	Y ☐ N ☐
If reducing retainage, reducing Consent of Surety for retention reduction if bonded	From ☐ To ☒
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	9
Owner Payment Rec'd Date:	_____
Payment Terms:	Pay When Paid
Pay Select #	_____

For Balfour Beatty Use Only:

CO #	Vendor #	Job #	Contract No.
50540	118703	13026400	534950
Date	Invoice #	Description	
07/31/18	13026400 - 18	13026400 . PE# 18 . 18.07	
Gross Amount	Retainage Amt	Net Amount	
\$0.00	\$0.00	\$21,119.31	
Trade Account?	Tax Code	Pay Item & Cost Code	Accrue Tax?
NO		400 50523000 40	NO
Half Codes:	02- OWNER FUNDING need change orders PM Approval		

valar:

PM / Date

CA 07/13/18
PA / Date

APA / Date

Bamhart Beatty 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

1B

APPLICATION NO:

Distribution to:

☒	OWNER
☒	ARCHITECT
☒	INSPECTOR

7/1/18

PERIOD TO:

07/31/18

FROM CONTRACTOR:

Tate Ornamental, Inc.
496 Sage Road
White House, TN 37188

PROJECT NO: #13026000

CONTRACT FOR: CONSTRUCTION

CONTRACTOR'S APPLICATION FOR PAYMENT

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

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.

1 ORIGINAL CONTRACT SUM \$ 521,000.00
2 Net change by Change Orders \$ (20,461.99)
3 CONTRACT SUM TO DATE (Line 1 + 2) \$ 500,538.01

7/6/2018

Date:

4 TOTAL COMPLETED & STORED TO DATE (Column G on G703)

\$ 482,753.91

5 RETAINAGE:

\$ 48,275.39

6 TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)

\$ 434,478.52

7 LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)

\$ 413,359.21

8 CURRENT PAYMENT DUE

\$ 21,119.31

9 BALANCE TO FINISH INCLUDING RETAINAGE (Line 3 less Line 6)

\$ 33,750.00

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT REQUESTED \$ 21,119.31

(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:

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	\$0.00

AIA DOCUMENT G702 APPLICATION AND CERTIFICATION FOR PAYMENT - 1992 EDITION AIA - 01992

Users may obtain validation of this document by requesting a completed AIA Document G703 - Certification of Document Authenticity from the Licensee.

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20004-5202

ELECTRONICALLY FILED - 2023 May 15 2:48 PM - CHARLESTON - COMMON PLEAS - CASE#2019CPT001108

AIA DOCUMENT G703 CONTINUATION SHEET FOR G702 1992 EDITION AIA - 01992
THE AMERICAN INSTITUTE OF ARCHITECTS 1735 NEW YORK AVENUE, N.W. WASHINGTON, D.C. 20006-5202

Bamhart Building Realty

CONTINUATION SHEET

ALA DOCUMENT G703

Page 2 of 2

ALA Document G703, APPLICATION AND CERTIFICATION FOR PAYMENT, assumes Contractor's signed certification is attached. In addition, below, amounts are stated in the amount dollar. Use Column 1 on Contract where variable exchange for line items may apply.

APPLICATION NO: 18
APPLICATION DATE: 7/15/18
PERIOD TO: 7/31/18

BID PACKAGE #	CONTRACTOR	SCHEDULED VALUE	TOTAL CHANGE ORDERS	REVISED CONTRACT	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN DORE)	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 (H-E)					
1	Shop Drawings	78,000.00		78,000.00	78,000.00			78,000.00	100.00%	-	10%
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 #3 C1 #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 Terrace Rails/Shipping for M	7,134.01	✓	7,134.01	7,134.01			7,134.01	100.00%	-	713.40
17	CO #6 BT-Stair 8 in Manner's Apt	45,000.00	pending	45,000.00	11,250.00	7,500.00		18,750.00	41.67%	26,250.00	1,875.00
18	TATE CO #7	6,106.80		6,106.80		5,106.80		5,106.80	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									#DN/01	-	-
21									#DN/01	-	-
22									#DN/01	-	-
23									#DN/01	-	-
24									#DN/01	-	-
25									#DN/01	-	-
26									#DN/01	-	-
GRAND TOTALS		516,603.91	0.00	516,603.91	459,288.01	23,465.90	0.00	482,753.91	93.47%	33,750.00	48,275.39

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

KNOW ALL MEN BY THESE PRESENTS:

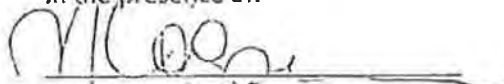
That Tate Ornamental, Inc. (the "Lienor") for and in consideration of the payment of the sum of \$ 21,119.31 and other good and valuable consideration paid by Balfour Beatty Construction, LLC (the "Contractor") or Library Associates, LLC ("Owner"), receipt of which is hereby acknowledged, hereby releases, waives and quit claims to Contractor, the Owner, and their respective successors and assigns, all liens, lien rights, claims or demands of any kind whatsoever, which Lienor now has or might have against Contractor and/or Owner and/or the buildings and improvements on the premises legally described as: See Exhibit "A" attached hereto (the "Property") on account of labor and services performed and/or material furnished for the construction of any improvements thereon; except for retention, and open change order requests, claims or disputes identified as follows:

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

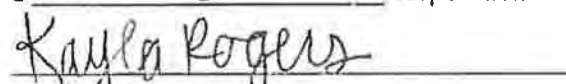
IN WITNESS THEREOF, I have hereunto set my hand seal this 6th day of July, 2018.

Signed, sealed and delivered
in the presence of:



Signature
Melinda Cooper
Print Name

Tate Ornamental, Inc. _____
a S corporation

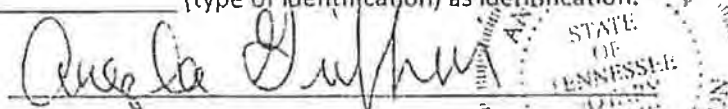


Signature
Kayla Rogers, Controller
Print Name & Title

STATE OF Tennessee

COUNTY OF Robertson

The foregoing instrument was acknowledged before me this 6th day of July, 2018, by Rob Apple Controller of Tate Ornamental, Inc., a _____ corporation on, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.



NOTARY PUBLIC, STATE OF Tennessee

My Commission Expires: 10/26/2020

ELECTRONICALLY FILED 2018 MAY 15 2:49 PM - CLERK OF COURT - COMMON PLEAS - CASE#2019CP1001108

SUMMARY			
	LABOR TOTAL	(A)	\$ -
	MATERIAL TOTAL	(B)	\$ -
	Detailing TOTAL	(C)	\$ 4,636.80
	EQUIPMENT TOTAL	(D)	\$ -
	SUBCONTRACTOR TOTAL	(E)	\$ 1,470.00
	SUBTOTAL (A+B+C+D+E)	(F)	\$ 6,106.80
Signature: <i>Kurt L. Smith</i>	BOND (Ex Bond Percentage)	(G)	\$ -

CHANGE ORDER GRAND TOTAL	(F+G) \$	6,106.80
--------------------------	----------	----------

CHANGE REQUEST AUTHORIZATION FORM

Subcontractor:	Tale Ornamental	Date:	7/5/2018
Contract/PCO Number:	15-485	Change Order #:	CO21
Project:	Marion Square	Drawing / Area:	CCD 006 Stair 4 Reconfiguration
Description of Work:	Field Measure Stair 4 per CCD 006 Reconfiguration, Airfare, Hotel, & meals		

LABOR

Labor Classification	Total \$/HR	Total Hours	Total Labor Cost
Project Mgr. and Engineer	\$ 140.45	58	\$ 8,146.10
2 men	\$ -	0	\$ -
	\$ -		\$ -
	\$ -		\$ -
Labor Subtotal			(A) \$ 8,146.10
Labor Grand Total			(B) \$ 8,146.10

MATERIAL

Description	Quantity	Unit Price	Unit	Total Material Cost
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Material Subtotal				(A) \$ -
Sales Tax: 9.75%				(B) \$ -
Freight Charges				(C) \$ -
SUBTOTAL (A + B + C)				(D) \$ -
Mat. Markup 15.00%				(E) \$ -
Material Grand Total				(D+E) \$ -

*Provide Explanation of Freight Charges
Common Carrier "Est."

Travel

Description	Rate	Duration	Unit	Total Travel Cost
3 Days Hotel	\$ 125.00	3 days		\$ 375.00
Airfare 2 Men	\$ 237.00		ticket	\$ 948.00
Meals 2 men	\$ 65.00	3 days	daily	\$ 390.00
Detailing Grand Total				\$ 1,713.00

EQUIPMENT

Description	Rate	Duration	Unit	Total Equipment Cost
				\$ -
				\$ -
				\$ -
Equipment Subtotal				(A) \$ -
Sales Tax 7.00%				(B) \$ -
SUBTOTAL (A + B)				(C) \$ -
Equipment Markup 15.00%				(D) \$ -
Equipment Grand Total				(C+D) \$ -

SECOND TIER SUBCONTRACTOR

Contractor	Description (Quotation Attached)	Subcontractor Cost
		\$ -
		\$ -
Subcontractor Subtotal		(A) \$ -
Subcontractor Markup 5.00%		(B) \$ -
Subcontractor Grand Total		(A+B) \$ -

SUMMARY:

	LABOR TOTAL	(A)	\$ 8,146.10
	MATERIAL TOTAL	(B)	\$ -
	Travel TOTAL	(C)	\$ 1,713.00
	EQUIPMENT TOTAL	(D)	\$ -
	SUBCONTRACTOR TOTAL	(E)	\$ -
	SUBTOTAL (A+B+C+D+E)	(F)	\$ 9,859.10
	BOND (E x Bond Percentage)	(G)	\$ -
	CHANGE ORDER GRAND TOTAL	(F+G)	\$ 9,859.10

Signature: *Kurt S. Smith*
Date: 7/5/2018

Bamhart &

ALA DOCUMENT G702

Distribution to:

CONTRACT FOR CONSTRUCTION

CONTRACT FOR CONSTRUCTION

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 amounts received from the Owner, and that current payment shown herein is now due.

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

\$	1,255,030.00
\$	77,492.61
\$	1,332,522.61

\$ 1310.797.95

\$ 65,539.90

\$ 1,245,258.05

\$ 92-661-88

\$ 87-264-56

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 \$ 92,661.88

(Such explanation if amount requested differs from the amount applied. Initial all figures on this application and online Confirmation Sheet that are changed to conform with the amount requested.)

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.

THE AMERICAN INSTITUTE OF ARCHITECTS, 1713 NEW YORK AVE., N.W., WASHINGTON, DC 20008-5002
Certification of Document's 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	

ALA DOCUMENT C072, APPLICATION AND CERTIFICATION FOR PAYMENT. ALA - 61622

CONTINUATION SHEET

AIA DOCUMENT G705

Page 2 of 2

AIA Document G705, APPLICATION AND CERTIFICATION FOR PAYMENT, contains the Contractor's signed certification. It is attached to the application for payment. In addition, the Contractor is required to submit to the Architect a copy of the original invoice and supporting documents for each item of work. The Contractor shall also submit to the Architect a copy of the original invoice and supporting documents for each item of work. The Contractor shall also submit to the Architect a copy of the original invoice and supporting documents for each item of work.

APPLICATION NO:
7/1/18
PERIOD TO:
7/31/18

BID PACKAGE #	CONTRACTOR	SCHEDULED VALUE	TOTAL CHANGE ORDERS	REVISED CONTRACT	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E+F)	THIS PERIOD (H-E)	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G+C)	BALANCE TO FINISH (C-G)	RETAINAGE 5%
1	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	-	-	38,000.00	95.00%	2,000.00	1,900.00
4	General Conditions	31,000.00		31,000.00	28,350.00	1,550.00	-	27,900.00	90.00%	3,100.00	1,395.00
5	Equipment Rental	10,000.00		10,000.00	9,500.00	300.00	-	9,800.00	98.00%	200.00	490.00
6	Punch List	25,100.00		25,100.00	12,550.00	11,295.00	-	23,845.00	95.00%	1,255.00	1,192.25
7	Clean up	8,900.00		8,900.00	8,010.00		-	8,010.00	90.00%	890.00	400.50
8	Demobilization	5,000.00		5,000.00			-	-	0.00%	5,000.00	-
9	Close-out	2,000.00		2,000.00			-	-	0.00%	2,000.00	-
10											
11	MOCK-UP:										
12	Time of Order - Deposit	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	-	-	35,854.90	95.00%	1,887.10	1,792.75
24	Glass	21,185.00		21,185.00	20,973.15	-	-	20,973.15	98.00%	211.85	1,048.66
25	Caulking	28,258.00		28,258.00	22,806.40	2,825.80	-	25,432.20	90.00%	2,825.80	1,271.61
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	25,118.40	5,651.64	-	30,770.04	98.00%	627.96	1,538.50
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%	-	558.95
35	Windows and Doors - Labor	4,194.00		4,194.00	4,194.00		-	4,194.00	100.00%	-	209.70

CONTINUATION SHEET

ALIA DOCUMENT G703

Page 3 of 2

ALIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
In calculations below, amounts are stated in the nearest dollar.
Use Column 1 on Contracts when variable retainage for Mac (None may apply).

APPLICATION NO:
77718
APPLICATION DATE:
7/2/18
PERIOD TO:

Balfour Beatty Project #13230009

BID PACKAGE #	CONTRACTOR	SCHEDULED VALUE	TOTAL CHANGE ORDERS	REVISED CONTRACT	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E+F)	THIS PERIOD (H-E)	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+H)	% (G+C)	SALANCE TO FINISH (C-G)	RETAINAGE 5%
36	Glass	2,354.00		2,354.00	2,354.00		-	2,354.00	100.00%	-	117.70
37	Caulking	3,140.00		3,140.00	3,140.00		-	3,140.00	100.00%	-	157.00
38											
39	WEST ELEVATION - 1ST FLOOR:										
40	Windows and Doors - Material	100,612.00		100,612.00	100,612.00		-	100,612.00	100.00%	-	5,030.60
41	Windows and Doors - Labor	37,742.00		37,742.00	37,742.00		-	37,742.00	100.00%	-	1,887.10
42	Glass	21,185.00		21,185.00	21,185.00		-	21,185.00	100.00%	-	1,059.25
43	Caulking	26,258.00		26,258.00	26,258.00	4,238.70	-	26,845.10	95.00%	1,412.90	1,342.26
44											
45	EAST ELEVATION - 1ST FLOOR:										
46	Windows and Doors - Material	22,358.00		22,358.00	22,358.00		-	22,358.00	100.00%	-	1,117.90
47	Windows and Doors - Labor	8,387.00		8,387.00	8,387.00		-	8,387.00	100.00%	-	418.35
48	Glass	4,708.00		4,708.00	4,708.00		-	4,708.00	100.00%	-	235.40
49	Caulking	6,281.00		6,281.00	5,024.80	942.15	-	5,986.95	95.00%	314.05	298.35
50	Change Order #2		1,378.33	1,378.33	1,378.33		-	1,378.33	100.00%	-	68.92
51	Change Order #3		41,375.00	41,375.00	5,378.75	35,996.25	-	41,375.00	100.00%	-	2,068.75
52	Change Order #4		34,738.28	34,738.28		34,738.28	-	34,738.28	100.00%	-	1,738.96
	GRAND TOTALS	1,255,030.00	77,492.61	1,332,522.61	1,213,259.13	97,538.82	0.00	1,310,797.95	98.37%	21,724.66	65,540

TIER RELEASE SCHEDULE

[illegible]

#52294

**Balfour Beatty
Construction**

Exhibit F2

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

(Subcontractor/Vendor)

The undersigned,

Hope's Windows Inc.

(Name of Vendor)

, pursuant to a contract or agreement with:

Balfour Beatty Construction, LLC

("BBC")

Koch Corporation

(Name of Subcontractor)

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 Marlon Square

("Project")

(Name or Description of Project)

which is located at

404 King Street, Charleston, SC 29403

Street Address

In the City of

Charleston

, and County of

Charleston

, and is owned by

Library Associates, LLC

("Owner").

(Name of Owner)

Subcontractor has been paid and received payment of \$ 11,651.00 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 07.31.2018

(Insert date through which release is given)

(the "Release Period"); and, (2) waives, releases and relinquishes any and all claims for payment for Work performed, rendered, supplied or furnished by the Subcontractor for or with respect to the Project through the Release Period including any claims for extended or additional job costs and overhead, lost profits, impact 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 retainage amounts and compensation for extra work but only to the extent such extra work is specifically identified below:

None

(Despite being 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 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 or claim of lien, net 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.

NOTE: This document waives rights unconditionally and states that you have been paid for giving up 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

9th

day of

July

20

18Hope's Windows, Inc.

(Name of Vendor)

By:

Peter Morlock, Common

(Print or Type the Signer's Name and Title)

STATE OF

New York

COUNTY OF

ChautauqueThe foregoing instrument was signed, sealed and acknowledged before me this 9th day of July

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:

[Signature]

Notary Public

My Commission expires:

JOHN J. BUFFONE, #018U8164180
Notary Public, State of New York
Qualified in Chautauque County
My Commission Expires Oct. 29, 2018

(Notary Seal)

**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 \$ 92,641.88 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 9th day of July, 2018.

Signed, sealed and delivered
in the presence of:

Stacie M. Tennyson
Signature
Stacie M. Tennyson
Print Name

a Kentucky corporation

Signature

Print Name & Title

STATE OF Kentucky

COUNTY OF Jefferson

The foregoing instrument was acknowledged before me this 9th day of July, 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 corp (type of identification) as identification.

William H. Rosenberry
NOTARY PUBLIC, STATE OF Kentucky

My Commission Expires:

March 19 2022

**Balfour Beatty
Construction****Request for Payment**

Pay Request #	20
Work Performed Through:	7/31/2018

Subcontractor's Name 1st Choice Glass, Inc.

Subcontractor's Address _____

Phone Number 704-291-7711

Fax Number 704-291-7011

Project Name: The Hotel at Marlon Square Job No.: 130260C Date: 7/17/2018

Owner: Library Associates LLC

Description of Work:Glass and Glazing

Original Contract Amount	\$1,939,445.00
Change Order Total	\$39,885.63
Through C/O #:	\$0.00
Total Revised Contract	\$2,279,330.63
Value of Work Performed to Date	\$2,241,880.13
Value of Materials Stored On Site	\$0.00
Value of Materials Stored Off Site	\$0.00
Current Month (Stored Materials)	\$0.00
Total	\$2,241,880.13
Less 5% Retainage	\$112,094.00
Amount Earned to Date	\$2,129,786.13
Less Previous Billings/Payments	\$1,956,316.15
Less Adjustments/Joint Checks	
Less Pending Back Charges	
Total Amount this Requisition	\$173,469.98

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 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 #

For Balfour Beatty Use Only:

CO #	Vendor #	Job #	Contract No.
Date	Invoice #	Description	
Gross Amount	Retainage Amt	Net Amount	
\$2,241,880.13	\$112,094.00	\$173,469.98	
Accrue Tax	Tax Code	Pay Item & Cost Code	
YES			
NO			
Halt Codes:			
Approvals: PM / Date _____ PA / Date _____ APA / Date _____			

To: Balfour Beatty Construction, LLC
1930 Camden Rd, Suite 280
Charlotte, NC 28203

Project: The Hotel at Marion Square

From: 1st Choice Glass Inc
3221 Westwood Industrial Dr.
Monroe, NC 28110

Contract For:

Construction Manager:

Architect:

APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, 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 show herein is now due.

1. ORIGINAL CONTRACT SUM

1,939,445.00

2. Net Change By Change Orders

339,885.63

3. CONTRACT SUM TO DATE

2,279,330.63

4. TOTAL COMPLETED AND STORED TO DATE

2,241,880.13

5. RETAINAGE:

a. of Completed Work

112.094.03

b. of Stored Material

0.00

TOTAL RETAINAGE

112,094.03

6. TOTAL EARNED LESS RETAINAGE

2,129,786.10

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

1,956,316.15

8. CURRENT PAYMENT DUE

173,469.95

9. BALANCE TO FINISH, INCLUDING RETAINAGE

149,544.53

CERTIFICATE FOR PAYMENT

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

Notary Public: Skidell Hall My Commission expires: May 10, 2021

3000

My Commission expires:

4
Gustav

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	339,885.63	0.00
Total approval this Month	0.00	0.00
TOTALS	339,885.63	0.00
NET CHANGES by Change Order	339,885.63	

CONSTRUCTION MANAGER:

By:

Date:

ARCHITECT:

By:

Date:

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

CONSTRUCTION SHEET G703

PROJECT: The Hotel at Marion Square

1st Choice Glass Inc

Page 1 of 4

Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

20

July 16, 2018

July 1, 2018

July 31, 2018

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

A Item #	B Description of Work	C Scheduled Value	D		E Work Completed This Period	F Materials Presently Stored	G		H Balance to Finish	I Retainage
			From Previous Application(s)	Work Completed			Total Completed and Stored To Date	%		
1	Project Management	20,000.00	18,000.00	2,000.00			20,000.00	100.00	0.00	1,000.00
2	Submittals	25,000.00	22,500.00	2,500.00			25,000.00	100.00	0.00	1,250.00
3	1st Floor									
4	Interior Glazing	90,000.00	85,500.00	3,600.00			89,100.00	99.00	900.00	4,455.00
5	Soffit Mirror	20,000.00	20,000.00	0.00			20,000.00	100.00	0.00	1,000.00
6	1st Floor Labor	31,280.00	23,460.00	7,507.20			30,967.20	99.00	312.80	1,548.36
7	2nd Floor									
8	Windows	76,212.00	76,212.00	0.00			76,212.00	100.00	0.00	3,810.60
9	Int Glazing	35,000.00	28,000.00	5,250.00			33,250.00	95.00	1,750.00	1,662.50
10	Labor	19,280.00	14,460.00	3,856.00			18,316.00	95.00	964.00	915.80
11	3rd Floor									
12	Windows	21,170.00	21,170.00	0.00			21,170.00	100.00	0.00	1,058.50
13	Terrace Doors	247,506.00	247,506.00	0.00			247,506.00	100.00	0.00	12,375.30
14	Storefront Doors	9,100.00	9,100.00	0.00			9,100.00	100.00	0.00	455.00
15	Toilet Doors	31,320.00	31,320.00	0.00			31,320.00	100.00	0.00	1,566.00
16	Showers	24,876.00	24,876.00	0.00			24,876.00	100.00	0.00	1,243.80
17	Int Glazing	3,800.00	3,610.00	190.00			3,800.00	100.00	0.00	190.00
18	Labor	21,180.00	20,121.00	1,059.00			21,180.00	100.00	0.00	1,059.00
19	4th Floor									
20	Windows	114,318.00	114,318.00	0.00			114,318.00	100.00	0.00	5,715.90
21	Toilet Doors	31,320.00	31,320.00	0.00			31,320.00	100.00	0.00	1,566.00
22	Showers	24,876.00	24,876.00	0.00			24,876.00	100.00	0.00	1,243.80
23	Interior Glazing	3,800.00	3,610.00	190.00			3,800.00	100.00	0.00	190.00
24	Labor	21,680.00	20,596.00	1,084.00			21,680.00	100.00	0.00	1,084.00

A=Line Item Number

B=Brief Item Description

C=Total Value of Item

D=Total of D and E From Previous Application(s) (If Any)

E=Total Work Completed For This Application

F=Materials Purchased and Stored for Project

G=Total of All Work Completed and Materials Stored for Project

H=Remaining Balance of Amount to Finish

I=Amount Withheld from G

20

July 31, 2018

A=Line Item Number B=Brief Item Description C=Total Value of Item D=Total of D and E From Previous Application(s) (If Any) E=Total Work Completed For This Application

F=Materials Purchased and Stored for Project G=Total of All Work Completed and Materials Stored for Project H=Remaining Balance of Amount to Finish I=Amount Withheld from G

CON QUATION SHEET G703

PROJECT: The Hotel at Marion Square

1st Choice Glass Inc

Page 3 of 4

Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

20

July 16, 2018

July 1, 2018

July 31, 2018

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

A Item #	B Description of Work	C Scheduled Value	D		E Work Completed This Period	F Materials Presently Stored	G		H Balance to Finish	I Retainage
			From Previous Application(s)	Work Completed			Total Completed and Stored To Date	%		
49	Labor	18,380.00	9,190.00	8,271.00			17,461.00	95.00	919.00	873.05
50	9th Floor									
51	Nana Walls	155,000.00	155,000.00	0.00			155,000.00	100.00	0.00	7,750.00
52	Storefront	16,900.00	16,900.00	0.00			16,900.00	100.00	0.00	845.00
53	Labor	17,875.00	8,937.50	0.00			8,937.50	50.00	8,937.50	446.88
54										
55	Mock Ups	10,275.00	10,275.00	0.00			10,275.00	100.00	0.00	513.75
56	Composite Clean Up	3,200.00	0.00	0.00			0.00	0.00	3,200.00	0.00
57	Caulking	18,000.00	16,200.00	1,800.00			18,000.00	100.00	0.00	900.00
58	Mobilization	19,000.00	19,000.00	0.00			19,000.00	100.00	0.00	950.00
59	Sundries & Fab Supplies	60,000.00	54,000.00	3,000.00			57,000.00	95.00	3,000.00	2,850.00
60	Change Order #1	0.00	0.00	0.00			0.00		0.00	0.00
61	Change Order #2	175,035.00	175,035.00	0.00			175,035.00	100.00	0.00	8,751.75
62	Change Order #3	11,388.50	11,388.50	0.00			11,388.50	100.00	0.00	569.43
63	Change Order #4	48,355.00	48,355.00	0.00			48,355.00	100.00	0.00	2,417.75
64	Change Order #5	1,952.13	1,952.13	0.00			1,952.13	100.00	0.00	97.61
65	Change Order #6	9,374.00	9,374.00	0.00			9,374.00	100.00	0.00	468.70
66	Change Order #7	2,219.00	2,219.00	0.00			2,219.00	100.00	0.00	110.95
67	Change Order #8	32,199.00	0.00	32,199.00			32,199.00	100.00	0.00	1,609.95
68	Change Order #9	1,031.00	1,031.00	0.00			1,031.00	100.00	0.00	51.55
69	Change Order #10	1,300.00	0.00	0.00			0.00	0.00	1,300.00	0.00
70	Change Order #11	17,876.00	0.00	16,088.40			16,088.40	90.00	1,787.60	804.42
71	Change Order #12	6,613.00	0.00	0.00			0.00	0.00	6,613.00	0.00
72	Change Order #13	26,474.00	19,855.50	0.00			19,855.50	75.00	6,618.50	992.78

A=Line Item Number B=Brief Item Description C=Total Value of Item D=Total of D and E From Previous Application(s) (If Any) E=Total Work Completed For This Application
F=Materials Purchased and Stored for Project G=Total of All Work Completed and Materials Stored for Project H=Remaining Balance of Amount to Finish I=Amount Withheld from G

Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

20

July 16, 2018

July 1, 2018

July 31, 2018

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

A Item #	B Description of Work	C Scheduled Value	D Work Completed		E This Period	F Materials Presently Stored	G Total Completed and Stored To Date	H Balance to Finish	I Retainage
			From Previous Application(s)						
73	Change Order #14	6,069.00	6,069.00		0.00		6,069.00	0.00	303.45
GRAND TOTAL:			2,279,330.63	2,119,784.78	122,095.35		2,241,880.13	37,450.50	112,094.03

A=Line Item Number
B=Brief Item Description
C=Total Value of Item
D=Total of D and E From Previous Application(s) (if Any)
E=Total Work Completed For This Application
F=Materials Purchased and Stored for Project
G=Total of All Work Completed and Materials Stored for Project
H=Remaining Balance of Amount to Finish
I=Amount Withheld from G

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

KNOW ALL MEN BY THESE PRESENTS:

That 1st Choice Glass, Inc. (the "Lienor") for and in consideration of the payment of the sum of 173,469.92 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, at 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 ON THIS WAIVER AND RELEASE AND THAT MAKING ANY FALSE STATEMENTS SHALL CONSTITUTE PERJURY AND VIOLATION 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 23rd day of July, 2018

Witnessed, sealed and delivered
in the presence of:

Signature

Print Name

DATE OF

COUNTY OF

1st Choice Glass, Inc.
a NC corporation

Signature
Jason A. Savage CFO
Print Name & Title



The foregoing instrument was acknowledged before me this 23rd day of July, 2018, by Jason A. Savage, CFO of 1st Choice Glass, Inc., a NC corporation on, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

Heidi A. Hall
NOTARY PUBLIC, STATE OF NC
County of Union

My Commission Expires: May 10, 2021

AFICATION 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):

Cook & Boardman, LLC
8347 D. Ducks Lane, Ste A
Charlotte, NC 28273

VIA (Construction Contract):

CONTRACTOR'S APPLICATION FOR PAYMENT

CONTRACT FOR: Doors, Frames, Hardware, Toilet Accessories

CHANGE ORDER SUMMARY			DEDUCTIONS
Change Orders appri previous months by Owner	ADDITIONS		
TOTAL			
Approved this Month			
No. Date Approved			
1 11/30/2015			-2,596.00
TOTALS	0.00		-2,596.00
Net change by Change Orders:			\$2,596.00

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

CONTRACTOR:

By: *[Signature]* Date: 7/11/2018

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.

AIA DOCUMENT G702 PAGE 1 OF 2 PAGES

APPLICATION: 22 DISTRIBUTION TO:

PERIOD FROM 06/13/2018 OWNER

PERIOD TO: 07/11/2018 CONTRACTOR

ARCHITECT

TRADE CONTRACTOR

ARCHITECT'S

PROJECTS NC 13026000

CONTRACT DATE: 5/13/2015

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

1. ORIGINAL CONTRACT SUM	\$	1,502,448.00
2. Net change by Change Orders	\$	316,442.76
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	1,818,890.76
4. TOTAL COMPLETED & STORED TO DATE (Column G)	\$	1,425,347.02

5. RETAINAGE:

a. 5 % of Completed Work (Column D + E) \$ 71,287.35

b. 5 % of Stored Material (Column F) \$

Total Retainage (Line 5a + 5b or Total in Column I) \$ 71,287.35

6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$	1,354,079.67
---	----	--------------

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)

	\$	1,303,331.18
--	----	--------------

8. CURRENT PAYMENT DUE

	\$	50,748.51
--	----	-----------

9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)

	\$	464,811.09
--	----	------------

State of: North Carolina

County of: Mecklenburg

Subscribed and sworn to before me this 11th day of July 2018

Notary Public: *[Signature]*

My commission expires 8-1-22

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.

CONFIRMATION SHEET

PAGE 2 OF 2 PAGES

PROJECT: Hotel at Marion Square

APPLICATION NUMBER: 22

APPLICATION DATE: 7/11/18

PERIOD TO: 7/11/18

ARCHITECT'S PROJECT NO: 13026000

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D ORE)	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	Hollow Metal	100,963.53	100,963.53			100,963.53	0.00	5,048.18
2	Wood Doors	517,471.37	502,816.13			502,816.13	14,655.24	25,140.81
3	Hardware	635,894.54	599,372.59	10,778.48		610,152.07	25,742.47	30,507.80
4	Installation	189,140.00	128,810.60	42,640.00		171,250.60	17,889.40	8,562.53
5	Job Site Cleanup	2,587.20	0.00			0.00	2,587.20	0.00
6	Freight	26,342.40	0.00			0.00	26,342.40	0.00
7	Punchlist Items	30,048.96	0.00			0.00	30,048.96	0.00
	Change Order #1	-2,596.00	-2,596.00			-2,596.00	0.00	-129.80
	Change Order #2	0.00	0.00			0.00	0.00	0.00
	Change Order #3	-11,517.28	-11,517.28			-11,517.28	0.00	-575.86
	Change Order #4	38,745.30	38,745.30			38,745.30	0.00	1,937.27
	Change Order #5	2,638.73	2,638.73			2,638.73	0.00	131.94
	Change Order #6	2,046.87	2,046.87			2,046.87	0.00	102.34
	Change Order #7	228,221.03	10,847.07			10,847.07	217,373.96	542.35
	Change Order #8	3,793.29				0.00	3,793.29	0.00
	Change Order #9 & 10	20,091.08				0.00	20,091.08	0.00
	Change Order #11	20,737.42				0.00	20,737.42	0.00
	Change Order #12	14,282.32				0.00	14,282.32	0.00
Total		1,818,880.76	1,371,927.54	53,419.48	0.00	1,425,347.02	393,543.74	-71,267.39

\$142,534.70

Project Name
Project No. XXXXX

ELECTRONICALLY FILED - 2023 May 15 2:49 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Exhibit F1

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

The undersigned, Cook & Boardman ("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 _____
and is owned by _____ ("Owner").
(Name of Owner)

Upon receipt by Subcontractor of a check in the sum of \$ 50,748.51
(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 July 11, 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 11th day of July, 2018.

Cook & Boardman
(Company Name)

By: [Signature]

Its: Accounting Manager

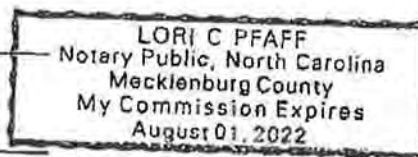
STATE OF NORTH CAROLINA

COUNTY OF Mecklenburg

The foregoing instrument was signed, sealed and acknowledged before me this 11th 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: [Signature]
Notary Public

My Commission expires: 8-1-22



(Notary Seal)

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

KNOW ALL MEN BY THESE PRESENTS:

That Cook & Boardman (the "Lienor") for and in consideration of the payment of the sum of \$ 50,748.51 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 11th 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 11th day of July, 2018.

Signed, sealed and delivered
in the presence of:

Signature

Print Name

STATE OF North Carolina

COUNTY OF Mecklenburg

Cook & Boardman
a North Carolina corporation

Terri Hill

Signature

Terri Hill / Accounting Manager

Print Name & Title

The foregoing instrument was acknowledged before me this 11th day of July, 2018, by Terri Hill, Accounting Manager of Cook & Boardman, a North Carolina corporation on, on behalf of the corporation. He/she is personally known to me or has produced Personally Known (type of identification) as identification.

LORI C PFAFF
Notary Public, North Carolina
Mecklenburg County
My Commission Expires
August 01, 2022

Lori C. Pfaff

NOTARY PUBLIC, STATE OF North Carolina

My Commission Expires:

8-1-22

Balfour Beatty Construction

TIER RELEASE SCHEDULE

Job Name	Hotel at Mallon Square
Job #	13030000

Date Prepared:	7/11/2018
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PRIME SUBS NAME	Good & Board
Attachment for Pay Pmt #:	22
Per Month Ending:	7/31/2018

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 tier is based in county of Project	Notice to Owner Filed? (NTO) (Yes/No)	Data NTO Filed:	Bonded Sub? (Yes/No)	Has tier billed for work to date? select (Yes/No)	Cumulative dollar amount tier billed for work/materials to date:	Tier's most recent invoice is dated through:	Tier's most recent release is dated through: (as noted on releases)	Tier's most recent release is PARTIAL or FINAL? Select One	Comments:
SAMPLE TIER 123 Example Dr. Somewhere, NC 27607 919-834-1234	yes - PIT	NO	N/A		YES NO	\$12,123.00	4/27/2018	3/31/2018	PARTIAL FINAL	from March 2018
Accurate Lock	No	No	N/A	No	YES	\$600.00	10/20/2018	1/15/2019	FINAL	
Arch, Bldgs Supply	No	No	N/A	No	YES	\$0,084.20	9/12/2017	7/11/2018	PARTIAL	
Balch Hardware	No	No	N/A	No	YES	\$22,738.83	4/25/2018	7/11/2018	PARTIAL	
Deco	No	No	N/A	No	YES	\$75,313.88	5/19/2018	7/11/2018	PARTIAL	
Commercial Door & Hardware	No	No	N/A	No	YES	\$112,910.00	6/18/2018	7/11/2018	PARTIAL	
Custom Metal Products	No	No	N/A	No	YES	\$2,310.00	5/2/2017	7/11/2018	FINAL	
Eric Monts & Company	No	No	N/A	No	YES	\$14,803.30	1/23/2018	7/11/2018	FINAL	
Graham Mfg.	No	No	N/A	No	YES	\$0,974.12	5/14/2018	7/11/2018	PARTIAL	
Heger	No	No	N/A	No	YES	\$11,505.74	10/3/2017	7/11/2018	PARTIAL	
Horcholt Entry Systems	No	No	N/A	No	YES	\$7,800.82	3/19/2018	7/11/2018	PARTIAL	
KOFF Express	No	No	N/A	No	YES	\$43,653.00	4/17/2018	7/11/2018	PARTIAL	

L. F. Johnson	No	No	N/A	No	YES		\$01,078.69	9/20/2017	7/11/2018		FINAL	
LCN	No	No	N/A	No	YES		\$3,183.03	10/19/2017	7/11/2018	PARTIAL		
McKinney	No	No	N/A	No	YES		\$12,343.09	2/9/2018	7/11/2018	PARTIAL		
Punkle	No	No	N/A	No	YES		\$23,455.40	3/10/2018	7/11/2018	PARTIAL		
Russon	No	No	N/A	No	YES		\$34,897.91	6/17/2018	7/11/2018	PARTIAL		
Rockwood	No	No	N/A	No	YES		\$15,333.32	2/13/2018	7/11/2018	PARTIAL		
Milstein Company	No	No	N/A	No	YES		\$469,236.20	6/4/2018	7/11/2018	PARTIAL		
Tirelox America	No	No	N/A	No	YES		\$450.62	1/22/2018	1/18/2018		FINAL	
Yolo Security	No	No	N/A	No	YES		\$12,290.61	2/19/2018	7/11/2018	PARTIAL		
Swagart Manufacturing	No	No	N/A	No	YES		\$46,142.26	5/14/2018	7/11/2018	PARTIAL		
Assa Abloy Hospitality	No	No	N/A	No	YES		\$67,381.64	3/28/2018	7/11/2018	PARTIAL		
Rocky Mountain Hardware	No	No	N/A	No	YES		\$32,440.70	5/22/2018	7/11/2018	PARTIAL		

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

APPLICATION # for 14-1278
PERIOD THRU: 31-JUL-18
PROJECT #S:
PO #:
DATE OF CONTRACT: 15-APR-15

Distribution to:
☐ OWNER
☐ ARCHITECT
☒ CONTRACTOR

ARCHITECT:

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	\$1,038,149.31
3. CURRENT CONTRACT AMOUNT (Line 1 +/- 2)	\$4,499,848.31
4. TOTAL COMPLETED AND STORED (Column G on Continuation Page)	\$4,490,302.56

RETAINAGE:

a. % of Completed Work: (Column D + E on Continuation Page)	\$225,629.93
b. % of Material Stored (Column F on Continuation Page)	\$0.00

Total Retainage (Line 5a + 5b or Column I on Continuation Page)	\$225,629.93
6. TOTAL COMPLETED AND STORED LESS RETAINAGE (Line 4 minus Line 5 Total)	\$4,264,672.63

LESS PREVIOUS APPLICATIONS

7. LESS PREVIOUS APPLICATIONS	\$4,244,608.09
8. PAYMENT DUE	\$20,064.54

BALANCE TO COMPLETION

9. BALANCE TO COMPLETION (Line 3 minus Line 6)	\$235,175.69
--	--------------

SUMMARY OF CHANGE ORDERS	ADDITIONS	DEDUCTIONS
Total Changes approved in previous months	\$1,017,998.76	\$11,690.14
Total approved this month	\$22,293.94	\$0.00
TOTALS	\$1,040,293.70	\$11,690.14
NET CHANGES	\$1,028,603.56	

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: [Signature] Date: 7/18/18

State of: SC

County of: Charleston

Subscribed and sworn to before

me this 18 day of July 2018

Notary Public:

My Commission Expires: 8-19-2024



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 therefore, 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.

CONTINUATION PAGE

Payment Application containing Contractor's signature is attached.

PROJECT: 14-1278
Hotel @ Marion Square

Precision Walls Inc.

APPLICATION #: 14-1278
DATE OF APPLICATION: 18-JUL-18
PERIOD THRU: 31-JUL-18
PROJECT #S:

PROJECT #8:												
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)	% COMP. (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	149.75
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	212.16
106		Sub Level Drywall Assembly - Labor			5,130.00	5,130.00	0.00		5,130.00	100%	0.00	258.50
107		Sub Level Ceiling - Material			21,763.00	21,763.00	0.00		21,763.00	100%	0.00	1,088.15
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			42,966.00	42,966.00	0.00		42,966.00	100%	0.00	2,148.32
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

7317 Peppermill Pkwy N. Charleston, SC 29418

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CONTINUATION PAGE

Precision Walls Inc.

Payment Application containing Contractor's signature is attached.

PROJECT: 14-1278
Hotel @ Marion SquareAPPLICATION #: 14-1278
DATE OF APPLICATION: 18-JUL-18
PERIOD THRU: 31-JUL-18

A ITEM #	A1 CODE	B 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 BALANCE TO COMPLETION (C - G)	I RETAINAGE (If Variable)
						AMOUNT PREVIOUS PERIODS	% COMP. (G / C)					
124		2nd Floor ACT - Labor			16,842.00	0.00	100%	0.00		16,842.00	0.00	842.08
125		2nd Floor Ceiling Framing - Material			56,070.00	0.00	100%	0.00		56,070.00	0.00	2,803.52
126		2nd Floor Ceiling Framing - Labor			48,724.00	0.00	100%	0.00		48,724.00	0.00	2,436.22
127		2nd Floor Ceiling Drywall Assembly - Material			12,635.00	0.00	100%	0.00		12,635.00	0.00	631.75
128		2nd Floor Ceiling Drywall Assembly - Labor			29,808.00	0.00	100%	0.00		29,808.00	0.00	1,480.40
129		3rd Floor Framing - Material			89,705.00	0.00	100%	0.00		89,705.00	0.00	4,485.26
130		3rd Floor Framing - Labor			99,911.00	0.00	100%	0.00		99,911.00	0.00	4,995.56
131		3rd Floor Drywall Assembly - Material			92,351.00	0.00	100%	0.00		92,351.00	0.00	4,617.55
132		3rd Floor Drywall Assembly - Labor			135,420.00	0.00	100%	0.00		135,420.00	0.00	6,771.00
133		4th Floor Framing - Material			89,705.00	0.00	100%	0.00		89,705.00	0.00	4,485.25
134		4th Floor Framing - Labor			99,911.00	0.00	100%	0.00		99,911.00	0.00	4,995.55
135		4th Floor Drywall Assembly - Material			92,351.00	0.00	100%	0.00		92,351.00	0.00	4,617.55
136		4th Floor Drywall Assembly - Labor			135,420.00	0.00	100%	0.00		135,420.00	0.00	6,771.00
137		5th Floor Framing - Material			89,705.00	0.00	100%	0.00		89,705.00	0.00	4,485.25
138		5th Floor Framing - Labor			99,911.00	0.00	100%	0.00		99,911.00	0.00	4,995.54
139		5th Floor Drywall Assembly - Material			92,351.00	0.00	100%	0.00		92,351.00	0.00	4,617.55
140		5th Floor Drywall Assembly - Labor			135,420.00	0.00	100%	0.00		135,420.00	0.00	6,771.00
141		6th Floor Framing - Material			60,285.00	0.00	100%	0.00		60,285.00	0.00	3,014.25
142		6th Floor Framing - Labor			68,300.00	0.00	100%	0.00		68,300.00	0.00	3,415.00
143		6th Floor Drywall Assembly - Material			50,110.00	0.00	100%	0.00		50,110.00	0.00	2,505.49
144		6th Floor Drywall Assembly - Labor			59,552.00	0.00	100%	0.00		59,552.00	0.00	2,977.60
145		7th Floor Framing - Material			60,285.00	0.00	100%	0.00		60,285.00	0.00	3,014.25
146		7th Floor Framing - Labor			68,300.00	0.00	100%	0.00		68,300.00	0.00	3,415.00
147		7th Floor Drywall Assembly - Material			50,110.00	0.00	100%	0.00		50,110.00	0.00	2,505.48
148		7th Floor Drywall Assembly - Labor			59,552.00	0.00	100%	0.00		59,552.00	0.00	2,977.60
149		8th Floor Framing - Material			60,285.00	0.00	100%	0.00		60,285.00	0.00	3,014.24
150		8th Floor Framing - Labor			68,300.00	0.00	100%	0.00		68,300.00	0.00	3,415.00

CONTINUATION PAGE

Precision Wells Inc.

PROJECT: 14-1278
Hotel @ Marion Square

Payment Application containing Contractor's signature is attached.

APPLICATION #: for 14-1278
DATE OF APPLICATION: 18-JUL-18
PERIOD THRU: 31-JUL-18

A ITEM #	A1 CODE	B 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)	H % COMP. (G / C)	I BALANCE TO COMPLETION (C - G)	J 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	1,391.55
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	512.47
157		Roof Terrace Truss Package Material			196,782.00	196,782.00	0.00		196,782.00	100%	0.00	9,839.09
158		Roof Terrace Truss Package Labor			114,770.00	114,770.00	0.00		114,770.00	100%	0.00	5,738.49
159		FRP Columns Material			43,500.00	43,500.00	0.00		43,500.00	100%	0.00	2,175.01
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			3,461,699.00	3,461,699.00	0.00		3,461,699.00	100%	0.00	173,085.04
		SUB TOTAL			3,461,699.00	3,461,699.00	0.00		3,461,699.00	100%	0.00	173,085.04

CHANGE ORDERS

1	CO-16441 - Change Order 1 - wood ramp, bbc 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 - adda for office changes and ramp	1,182.00	1,182.00	0.00				1,182.00	100%	0.00	59.11
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 @ Marlon Square

APPLICATION #: for 14-1278
DATE OF APPLICATION: 18-JUL-18
PERIOD THRU: 31-JUL-18

A	ITEM #	A1	CODE	B	WORK DESCRIPTION	GC Ref#	RCO#	C	D		E	F	G	H		I
									AMOUNT PREVIOUS PERIODS	COMPLETED WORK AMOUNT THIS PERIOD				TOTAL COMPLETED AND STORED (D + E + F)	BALANCE TO COMPLETION (G - G)	
4					CO-17281 - Install 5/8" Gypsum Exterior Sheathing Forms at 1st Floor Grout Pour for Masons per BBC Request			5,245.00	5,245.00	0.00	0.00		5,245.00	100%	0.00	262.26
5					CO-17413 - Temp Wall T&M Work from 8/26/16 - 8/26/16			6,096.00	6,096.00	0.00	0.00		6,096.00	100%	0.00	304.81
6					CO-17688 - 50 pieces of flat strapping for BBC (6" 18ga 10' sticks)			500.00	500.00	0.00	0.00		500.00	100%	0.00	25.00
7					CO-17125 - MOD 1 Changes			18,637.00	18,637.00	0.00	0.00		18,637.00	100%	0.00	931.84
8					CO-17681 - BBC Onsite Offices/Conference Room T&M Work 9/14/16 - 9/16/16			5,249.00	5,249.00	0.00	0.00		5,249.00	100%	0.00	262.45
9					CO-17825 - Framing / Sheathing at Buck Holst Floors 2 through 5 10/28/16 - 10/28/16			3,665.00	3,665.00	0.00	0.00		3,665.00	100%	0.00	183.25
10					CO-17842 - RFI 0777 Pump Room Wall Type change from block to C5			2,698.00	2,698.00	0.00	0.00		2,698.00	100%	0.00	134.95
11					CO-17572 - Offsite Model Room Blocking per BBC request and attached T&M tickets			2,013.00	2,013.00	0.00	0.00		2,013.00	100%	0.00	100.65
12					CO-17830 - RFI 0738 Pool Deck Slab Revision			4,441.00	4,441.00	0.00	0.00		4,441.00	100%	0.00	222.06
13					CO-17986 - Contract Alternate to Add 22ga Decking and Four Stop Angles at Pool Deck Only			44,000.00	44,000.00	0.00	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	0.00		3,601.00	100%	0.00	180.05
15					CO-18024 - Structural Revision - Delete Ballroom Columns			-915.00	-915.00	0.00	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	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 Furring & Drywall Shown on Contract Documents			6,880.00	6,880.00	0.00	0.00		6,880.00	100%	0.00	344.00
18					CO-18128 - Labor to Temp in 9th Floor Elevator Shafts with Tyvek Provided By Others for Temp Dry In and Infill 6 Windows			966.00	966.00	0.00	0.00		966.00	100%	0.00	48.30

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PROJECT: 14-1278

Hotel @ Marlon Square

APPLICATION #: for 14-1278

DATE OF APPLICATION: 18-JUL-18

PERIOD THRU: 31-JUL-18

A	A1	B	C	E		F	G	PROJECT #'S:				
				D				H	I			
ITEM #	CODE	WORK DESCRIPTION	GC Re#	RCO#	SCHEDULED AMOUNT	AMOUNT PREVIOUS PERIODS	COMPLETED WORK AMOUNT THIS PERIOD	STORIED MATERIALS (NOT IN D OR E)	TOTAL COMPLETED AND STORIED (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-18128 - 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-18263 - Re-frame and hang around windows in room 235 due to damage Extra Work Order 3/9/17			592.00	592.00	0.00		592.00	100%	0.00	29.60
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	48.05
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-17426 - 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	451.95
26		CO-16687 - Hotel @ Marlon Square - Quarry Cast Reduced Scope Formglas Rev J			251,123.00	238,566.81	7,533.69		246,100.50	98%	5,022.50	12,681.72
27		CO-18205 - Installation of Plaster Ceilings Per ID 502 and ID 504 - MATERIAL COST ONLY			34,796.00	34,796.00	0.00		34,796.00	100%	0.00	1,739.80
28		CO-18258 - 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-18397 - CO 17413 / BBC Change Order 5 Adjustment			-963.00	-963.00	0.00		-963.00	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.

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PROJECT: 14-1278

Hotel @ Marion Square

APPLICATION #: for 14-1278

DATE OF APPLICATION: 18-JUL-18

PERIOD THRU: 31-JUL-18

A	A1	B	WORK DESCRIPTION	GC Ref#	RCO#	C	COMPLETED WORK		F	G	% COMP. (G / C)	BALANCE TO COMPLETION (C - G)	RETAINAGE (if Variable)
							D	E					
ITEM #	CODE					SCHEDULED AMOUNT	AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD	STORED MATERIALS (NOT IN D OR E)	TOTAL COMPLETED AND STORED (D + E + F)			
32			CO-17841 - Remove and Replace Drywall at Private Dining 147 due to design changes			2,359.00	2,359.00	0.00		2,359.00	100%	0.00	117.95
33			CO-17264 - MOD 5 Drawing Revisions			19,405.00	19,405.00	0.00		19,405.00	100%	0.00	970.25
34			CO-18316 - SI 39 - Patisserie Wall Changes			1,840.00	1,840.00	0.00		1,840.00	100%	0.00	92.00
35			CO-18428 - SI 41 Boardroom Revisions			1,821.00	1,821.00	0.00		1,821.00	100%	0.00	91.05
36			CO-18430 - SI 41 Prefunction Revisions			2,188.00	2,188.00	0.00		2,188.00	100%	0.00	109.40
37			CO-18417 - SI 39 - Guestroom Patching			1,060.00	1,060.00	0.00		1,060.00	100%	0.00	53.00
38			CO-18463 - RFI 0891 - ADA Bathroom Control Valve Locations			2,538.00	2,538.00	0.00		2,538.00	100%	0.00	126.90
39			CO-18471 - Spa Retail Revisions			4,468.00	4,468.00	0.00		4,468.00	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-18516 - 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 0815 Ballroom RCP Conflict with Ducts			4,517.00	4,517.00	0.00		4,517.00	100%	0.00	225.85
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-18479 - Temp Wall Extra Work Order Date 6/14/17			3,977.00	3,977.00	0.00		3,977.00	100%	0.00	198.85
46			CO-17804 - Revised Exterior Mock Up Work			15,879.00	15,879.00	0.00		15,879.00	100%	0.00	793.95
47			CO-17956 - Model Room 8 Revisions - Add (2) GRG Shapes per 5MR-01			2,496.00	2,496.00	0.00		2,496.00	100%	0.00	124.80
48			CO-18237 - Repair Damaged/Removed Rigid Insulation & Drywall L4 & L5 Extra Work Order 3/120/17			3,436.00	3,436.00	0.00		3,436.00	100%	0.00	171.80

7317 Peppermill Pkwy N. Charleston, SC 29418

0208-89-4381

COMMON PLEAS - CASE#2018CP00108

ELECTRONICALLY FILED - 2023 May 15 2:49 PM - CHARLESTON, SC

CONTINUATION PAGE

Payment Application containing Contractor's signature is attached.

PROJECT: 14-1278

Hotel @ Marion Square

APPLICATION #: for 14-1278

DATE OF APPLICATION: 18-JUL-18

PERIOD THRU: 31-JUL-18

Precision Wallis Inc.

A ITEM #	A1 CODE	B 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)	H BALANCE TO COMPLETION (C - G)	I RETAINAGE (If Variable)
						AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD				
49		CO-18349 - SI 39 - Stair 4 Wall Revisions			6,371.00	6,371.00	0.00		6,371.00	0.00	318.55
50		CO-18414 - SI 40 and SI 41R Revisions			6,876.00	6,876.00	0.00		6,876.00	0.00	343.80
51		CO-18669 - Installation of Plaster Ceilings Per ID 502 and ID 504 - Installation COST ONLY			19,825.00	19,825.00	0.00		19,825.00	0.00	991.24
52		CO-17482 - MOD 6 Drawing Revisions			30,460.00	30,460.00	0.00		30,460.00	0.00	1,523.00
53		CO-18608 - Repair Water Damaged Drywall & Insulation Work Orders Date 8/5/17			333.00	333.00	0.00		333.00	0.00	16.65
54		CO-18623 - Repair Water Damaged Drywall & Insulation Work Orders Dated 8/28/17			945.00	945.00	0.00		945.00	0.00	47.25
55		CO-17508 - MOD 7 Drawing Revisions			37,713.00	37,713.00	0.00		37,713.00	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	0.00	1,493.39
57		CO-18236 - Frame Out for 2nd Floor Curtain Pockets Extra Work Order 3/14/17			406.00	406.00	0.00		406.00	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	0.00	18.69
59		CO-18240 - REVISED Added Radius Soffit Work at 2nd Floor Rotunda Extra Work Order 3/22/17 & 3/24/17			1,683.00	1,683.00	0.00		1,683.00	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	0.00	91.00
61		CO-18302 - Re-Frame Soffits at window of prefuction on 2nd floor and add drapery pockets Extra Work Order 3/24/17			483.00	483.00	0.00		483.00	0.00	24.15

CONTINUATION PAGE

Precision Walls Inc.

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PROJECT: 14-1278

Hotel @ Marlon Square

APPLICATION #: for 14-1278

DATE OF APPLICATION: 18-JUL-18

PERIOD THRU: 31-JUL-18

A	A1	B	C	COMPLETED WORK		F	G	H	I
				AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD				
ITEM #	CODE	WORK DESCRIPTION	GC Ref#	ROOM#	SCHEDULED AMOUNT	STORIED MATERIALS (NOT IN D OR E)	TOTAL COMPLETED AND STORED (D + E + F)	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 2218			654.00		654.00	0.00	32.70
63		CO-18404 - Re-work 2nd floor bathroom windows due to masonry issues Extra Work Order 4/20/17			934.87		934.87	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	0.00	481.60
65		CO-18409 - Kitchen Drywall Repairs ONLY Extra Work Orders Dates 4/13/17 thru 4/28/17			1,195.00		1,195.00	0.00	59.75
66		CO-18458 - Kitchen Added Bulkheads Extra Work Orders Dates 4/13/17 thru 4/28/17			651.00		651.00	0.00	32.55
67		CO-18476 - Add structural studs to joists at 8th floor elevators for steel Extra Work Orders Dates 6/14/17 - 6/15/17			1,410.00		1,410.00	0.00	70.50
68		CO-18477 - Add Wall not shown on plans at door 500L2 to pass elevator inspection Extra Work Orders Date 6/16/17			294.00		294.00	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	0.00	80.44
70		CO-18480 - RFI 0976 Lower Upper Dining Soffits			1,501.00		1,501.00	0.00	75.05
71		CO-18481 - Repair Drywall Damages at 3rd floor Extra Work Orders Date 5/5/17 - 6/21/17			8,019.00		8,019.00	0.00	400.95
72		CO-18482 - Repair Damaged Framing on L6 Extra Work Order 6/10/17			1,266.00		1,266.00	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	0.00	171.70

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Hotel @ Marion Square

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A	A1	B	C	COMPLETED WORK		F	G	PROJECT #S:	
				AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD			BALANCE TO COMPLETION (C - G)	RETAINAGE (If Variable)
ITEM #	CODE	WORK DESCRIPTION	GC Ref#	RCO#	SCHEDULED AMOUNT		TOTAL COMPLETED AND STORED (D + E + F)	% COMP. (G / C)	
74		CO-18487 - Repair damaged rigid insulation and drywall due to electricians Extra Work Orders 6/14/17 & 6/18/17			580.00	0.00	580.00	100%	29.00
75		CO-18843 - Shower Niche Back Charge from Watson			-4,815.14	0.00	-4,815.14	100%	-240.75
76		CO-18810 - SI 48 Revisions - 2nd Floor Shower Revision Only			4,997.00	0.00	4,997.00	100%	249.85
77		CO-18570 - RFI 1063 - Operable Wall at PTB Soffit Framing			4,986.00	0.00	4,986.00	100%	249.30
78		CO-18702 - Repair Water Damaged Drywall & Insulation Work Orders Dailed 9/20/17 through 10/13/17			2,745.00	0.00	2,745.00	100%	137.25
79		CO-18472 - RFI 0896 - Patisserie Door Frame Change Back Charge to BBC NO OHP			1,233.00	0.00	1,233.00	100%	61.65
80		CO-18708 - 37 More Plaster Ceiling Panels - MATERIAL ONLY			3,819.20	0.00	3,819.20	100%	190.96
81		CO-18560 - SI 54 - Managers Apartment Ceiling Revisions ONLY			4,631.00	0.00	4,631.00	100%	231.55
82		CO-18845 - RFI 1025 - Fire Damper Relocation in room 533			1,016.00	0.00	1,016.00	100%	50.80
83		CO-18846 - Boardroom Entry Pricing Request			1,418.00	0.00	1,418.00	100%	70.90
84		CO-18677 - 1st Floor Alcove Soffit Drop per Alec Dooley			1,919.00	0.00	1,919.00	100%	95.95
85		CO-18687 - RFI 1068 - Camellias Bar Wall Framing			1,250.00	0.00	1,250.00	100%	62.50
86		CO-18368 - Flush out gap above bathroom soffit and barrel vault ceiling per BBC			3,686.00	0.00	3,686.00	100%	184.30
87		CO-18426 - RFI 0822 Added Bulkhead to Conceal Sprinkler Pipe in room 436			974.00	0.00	974.00	100%	46.70
88		CO-18591 - RFI 1070 - Added Soffit in Room 510			938.00	0.00	938.00	100%	46.90
89		CO-18673 - RFI 1121 - Added Soffits and Column Fur Outs in 719			1,549.00	0.00	1,549.00	100%	77.45

CONTINUATION PAGE

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PROJECT: 14-1278
Hotel @ Marion Square

APPLICATION #: for 14-1278
DATE OF APPLICATION: 18-JUL-18
PERIOD THRU: 31-JUL-18

A ITEM #	A1 CODE	B WORK DESCRIPTION	C SCHEDULED AMOUNT	D COMPLETED WORK		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					
90		CO-18694 - Furnish and Install FRP In 6th floor food prep	2,531.00	2,531.00	0.00		2,531.00	100%	0.00	126.55
91		CO-18724 - RFI 1133 - L9 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 Pattiserie Ceiling Framing	377.00	377.00	0.00		377.00	100%	0.00	18.85
93		CO-18425 - RFI 0968 - Shaftwall Ceiling at 6th Floor Elevator Equipment Room	2,078.00	2,078.00	0.00		2,078.00	100%	0.00	103.90
94		CO-18518 - Sprinkler Patching Extra Work Orders 6/23/17 - 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	87.15
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 400K - See BIM Item MJ-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-18726 - Mechanical Patching/Repair Extra Work Orders 8/30/17 - 12/6/17	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-18762 - 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 Cornice 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	102.90

Precision Walls Inc.

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PROJECT: 14-1278 Hotel @ Marion Square

APPLICATION #: for 14-1278
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PERIOD THRU: 31-JUL-18

A ITEM #	A1 CODE	B 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)	H BALANCE TO COMPLETION (C - G)	I RETAINAGE (If Variable)
						AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD				
106		CO-18707 - Framing and Sheathing Adjustments at 3rd Floor Terrace Gable Ends			1,967.50	1,967.50	0.00		1,967.50	0.00	88.37
107		CO-18828 - Wn Door Pocket Adjustments			2,579.00	2,579.00	0.00		2,579.00	0.00	128.95
108		CO-18851 - Kitchens 143 & 243 & Linen 300H ceiling repairs			6,686.00	6,686.00	0.00		6,686.00	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	0.00	51.85
110		CO-18867 - SI 48 Revisions - 2nd Floor Shower Revision Only			-4,997.00	-4,997.00	0.00		-4,997.00	0.00	-249.85
111		DELETE SCOPE									
112		CO-18863 - CDD 4 Work 3/21/18 & 3/22/18			1,303.00	1,303.00	0.00		1,303.00	0.00	65.15
113		CO-18865 - CDD 5 Work 3/23/18, 3/26/18, 3/27/18			2,482.00	2,482.00	0.00		2,482.00	0.00	124.10
114		CO-18852 - Added Quyncast Flat Veneer Panels & Custom Pilasters at Foyer Hopes Door Jambs/Head per BBC Request			18,083.00	9,046.50	4,523.25		13,569.75	4,523.25	904.65
115		CO-18222 - SI 36 R1 Owner Change Directive Levels 3-8			15,548.39	15,548.39	0.00		15,548.39	0.00	777.42
116		CO-18789 - Furnish and Install FRP at Roof Top Bar per ID-993.14B			1,413.00	1,413.00	0.00		1,413.00	0.00	70.85
117		CO-18897 - CDD 6 Work 4/9/18 & 4/10/18			2,729.00	2,729.00	0.00		2,729.00	0.00	136.45
118		CO-18900 - CDD 4 Work 4.13.18			671.00	671.00	0.00		671.00	0.00	33.55
119		CO-18901 - CDD 6 Work 4/19/18			878.00	878.00	0.00		878.00	0.00	43.90
120		CO-18825 - Demo, shore up, and re-install elevator fronts on levels 3- 6			6,152.00	6,152.00	0.00		6,152.00	0.00	307.60
121		CO-18902 - Re-Frame 9th Floor Elevator Lobby Walks/Ceiling to Accommodate Elevator Doors			3,086.00	3,086.00	0.00		3,086.00	0.00	154.30
122		CO-18906 - CDD 2 Work 4/23/18			682.00	682.00	0.00		682.00	0.00	33.10
123		CO-18923 - CDD 10 Work - 5/7/18 thru 5/11/18			2,507.00	2,507.00	0.00		2,507.00	0.00	125.35
123		CO-18924 - CDD 6 Work - 4/20/18 thru 5/3/18			2,829.00	2,829.00	0.00		2,829.00	0.00	141.45

CONTINUATION PAGE

Precision Walls Inc.

Payment Application containing Contractor's signature is attached.

PROJECT: 14-1278
Hotel @ Marlon Square

APPLICATION #: for 14-1278
DATE OF APPLICATION: 18-JUL-18
PERIOD THRU: 31-JUL-18

A ITEM #	A1 CODE	B 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 BALANCE TO COMPLETION (G - G)	I RETAINAGE (If Variable)
						AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
124		CO-18925 - CDD 2 Work - 5/2/18 thru 5/14/18			9,075.00	9,075.00	0.00	0.00		9,075.00	0.00	453.75
125		CO-18931 - CDD 8 - 5/17/18 Managers Apartment			843.00	843.00	0.00	0.00		843.00	0.00	42.15
126		CO-18932 - CDD 7 - 5/18/18 thru 5/17/18 Private Dining Work			759.00	759.00	0.00	0.00		759.00	0.00	37.95
127		CO-18933 - CDD 2 Work - 5/5/18 thru 5/25/18			16,034.00	16,034.00	0.00	0.00		16,034.00	0.00	801.70
128		CO-18926 - CDD 17 Work - 5/31/18 thru 6/5/18			2,235.00	2,235.00	0.00	0.00		2,235.00	0.00	111.75
129		CO-18959 - CDD 8 Work - 6/5/18 thru 6/11/18			4,905.00	4,905.00	0.00	0.00		4,905.00	0.00	245.25
130		CO-18960 - CDD 7 Work - 6/5/18 thru 6/8/18			2,396.00	2,396.00	0.00	0.00		2,396.00	0.00	119.80
10001		CO-18964 - CDD 8 Work - 6/15/18 thru 6/16/18			0.00	0.00	3,038.00	3,038.00		3,038.00	0.00	303.80
10002		CO-18965 - CDD 8 Work - 6/18/18 thru 6/22/18			0.00	0.00	3,492.00	3,492.00		3,492.00	0.00	349.20
10003		CO-18967 - CDD 10 Work - 6/18/18 thru 6/21/18			0.00	0.00	2,364.00	2,364.00		2,364.00	0.00	236.40
10004		CO-18990 - CDD 8 Work - 7/10/18 thru 7/12/18			0.00	0.00	1,343.00	1,343.00		1,343.00	0.00	134.30
		Group Sub Total			1,038,149.31	1,006,309.62	22,293.94	22,293.94		1,028,603.56	9,545.75	52,544.89
		SUB TOTAL			1,038,149.31	1,006,309.62	22,293.94	22,293.94		1,028,603.56	9,545.75	52,544.89
		FINAL TOTAL			\$4,489,849.31	\$4,489,849.62	\$22,293.94	\$22,293.94		\$4,489,849.66	\$9,545.75	\$225,629.93

EXHIBIT G - APPLICATION FOR PAYMENT

Pay Request #: 26
Work Performed Through 07/31/18

Subcontractor's Name: Precision Walls, Inc.
Subcontractor's Address: 2205 E Distribution Center Dr., Charlotte, NC 28269
Phone Number: 843-793-6020
Fax Number: 843-571-2098

Project Name: Hotel at Marion Square Project No.: 13026000 Date: 07/18/18
Owner:

Description of Work: Drywall, GFRG, FRP, Light Gauge Steel Roof Trusses & Ceilings

Original Contract Amount:	\$3,461,699.00
Change Order Total:	1,038,149.31
Through COW:	
Total Revised Contract	4,499,848.31
Value of Work Performed to Date	4,490,302.56
Value of Materials Stored On Site	00.00
Value of Materials Stored Off Site	00.00
Current Month (Stored Materials)	00.00
Total	4,490,302.56
Less 10.0000 % Retainage	225,629.93
Amount Earned to Date	4,264,672.63
Less Previous Billings/Payments	4,244,608.09
Less Adjustments/Joint Checks	00.00
Less Pending Back Charges	00.00
Total Amount this Requisition	20,064.54

For Balfour Beatty Construction Use Only:

CO #	Vendor #	Job #	Contract No.
		13026000	012
Date	Invoice #	Description	
Gross Amount	Retainage Amt	Net Amount	
Assess Tax	Tax Code	Pay Item & Cost Code	
Yes			
No			
Hub Codes:			

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 ☐	
Third/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			
Owner Payment Rec'd Date			
Payment Terms			
Pay Sheet #			

Approval:

PM / Date

PA / Date

APA / Date

IN SENATE
JANUARY 11, 1901
REPORT OF THE
COMMISSIONER OF THE
LAND OFFICE
IN RESPONSE TO A
RESOLUTION PASSED
BY THE SENATE
MAY 15, 1899
RELATIVE TO THE
LANDS BELONGING
TO THE STATE OF
MISSISSIPPI
BY
J. B. HARRIS,
COMMISSIONER OF THE
LAND OFFICE.

ALBANY, N. Y.:
J. B. HARRIS,
COMMISSIONER OF THE
LAND OFFICE.
1901.

**Subcontractor's and Other Lower Tier's Conditional Partial 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 \$ 20,064.54 (the "Payment Amount") to be made by Balfour Beatty 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 valuable consideration of the Payment Amount releases, waives and quitclaims 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 24 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

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 24 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 24, excluding the items identified hereinabove.

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

Signed, sealed and delivered

In the presence of:

[Signature]
Signature
Brenda Mae Brown
Print Name

Precision Walls, Inc.,
a S corporation

[Signature]
Signature
Tom Morgan General Manager
Print Name & Title

STATE OF SC

COUNTY OF Charleston

The foregoing instrument was acknowledged before me this 18 day of July, 2018, by Tom Morgan GM of PWI, a S corporation on behalf of the corporation. He/she is personally known to me or has produced ID (type of identification) as identification.

My Commission Expires: 8/18/19



Belfour Beatty Construction

Reference	Date	Description	Job #	Actual	Approved	14-1278
141278-01-100	APR-15-15	Hold @ Nation Square			2,461,690.00	3,461,690.00
CO-18441	MAR-31-15	Change Order 1 - wood ramp, two office balconies, and wood up railings			11,902.00	10,711.00
CO-18442	MAR-31-15	CO 2 - walls for office changes and ramp			1,002.00	1,002.00
CO-18443	MAR-31-15	CO 3 - plywood screen wall at big street			4,850.00	4,850.00
CO-18447	MAR-31-15	Hold @ Nation Square - Quarry Cast Railroad Slope Forming Rev J			281,123.00	281,123.00
CO-18448	MAR-31-15	RFR-479 / 430 - class wall type changes and additions			0.00	214,716.16
CO-18449	MAR-31-15	Stone Change Order Template (pieces)			0.00	0.00
CO-18450	MAR-31-15	RFR 18 - Build Day and Gauging - Change 1st/2nd Floor to 20ps at 24" OC			0.00	0.00
CO-17108	JUL-06-15	RFR 0508 - Guestroom ASST Ceiling Height - Add Built in Conceal Pipes			0.00	0.00
CO-17125	JUL-06-15	MOD 1 Changes			0.00	0.00
CO-17114	JUL-13-15	MOD 4 Drawing Revisions			18,637.00	18,773.30
CO-17204	AUG-04-15	MOD 6 Drawing Revisions			25,611.00	22,680.00
CO-17205	AUG-04-15	Install 7th Floor Hot Churns at all areas where drywall is shown. Drywall to PT above / Credit back drywall exclusive labor and materials			19,406.00	17,494.48
CO-17206	AUG-04-15	Install 6th Floor Grout Pour for Mousse per BSC Request			0.00	0.00
CO-17207	AUG-04-15	RFR-448 - Interior Wall Requirements for Mounting Stone			5,246.00	4,720.50
CO-17208	AUG-04-15	Nation Square Hotel - in Wild Building Proposal			0.00	0.00
CO-17413	SEP-07-15	Temp Wall T&M Work Item RFR1818 - 6/29/15			0.00	9,482.40
CO-17425	SEP-08-15	MOD 2 Revisions - VOIDED SEE REVISED			0.00	0.00
CO-17426	SEP-08-15	RFR 0465 - Roof Modifications			10,695.00	9,625.50
CO-17427	SEP-08-15	RFR 0468 - Roof Truss Reinforcement			0.00	0.00
CO-17428	SEP-08-15	RFR 0516 - Change Ramp Wall to Wall Type D4 and Credit Paving & Drywall Shown on Contract Documents			0.00	6,155.10
CO-17482	SEP-15-15	MOD 9 Drawing Revisions			0.00	6,162.00
CO-17609	SEP-15-15	MOD 7 Drawing Revisions			30,460.00	27,414.00
CO-17610	SEP-25-15	Order Metal Room Reinforcement per Owner/BSC Request			37,713.00	30,441.00
CO-17612	SEP-25-15	Order Metal Room Reinforcement per Owner/BSC Request			7,944.00	0.00
CO-17613	SEP-25-15	Order Metal Room Reinforcement per Owner/BSC Request			2,613.00	0.00
CO-17614	SEP-25-15	60 Day Structure Delay Cost Impacts - Extended End Date from 8/17/17 - 10/24/17			0.00	1,411.70
CO-17658	OCT-17-15	50 pieces of flat stripping for BSC (R' 18ps 10' e/side)			143,278.00	0.00
CO-17659	OCT-17-15	BSC Order Customization Reuse T&M Work RFR-479 - 8/18/15			800.00	480.00
CO-17661	OCT-17-15	Change Drywall Construction to Plaster to achieve 1 hour fire rating at curved walls in Castles Lounge			5,246.00	4,720.10
CO-17662	OCT-25-15	Re-configuration walls to set before install door frames in the bathroom after walls were framed, hung, and finished per project schedule			0.00	0.00
CO-17663	NOV-14-15	Revised Exterior Block Up Work			1,890.00	0.00
CO-17664	NOV-14-15	Order Metal Room Reinforcement per Owner/BSC Request			15,679.00	14,291.10
CO-17665	NOV-15-15	Order Metal Room Reinforcement per Owner/BSC Request			7,821.00	7,821.00
CO-17666	NOV-15-15	Order Metal Room Reinforcement per Owner/BSC Request			0.00	0.00
CO-17667	NOV-15-15	Level 8 Finish LO Architect Block			0.00	0.00
CO-17668	NOV-15-15	Revised / Shading at Bath Hotel Room 2 through 5 10/26/16 - 10/28/16			3,695.00	3,208.50
CO-17669	NOV-15-15	RFR 0738 Prod Dect Glab Reinforce			4,441.00	3,408.50
CO-17670	NOV-15-15	Remove and Replace Drywall at Plaster Chiling 147 due to design changes			2,395.00	2,395.00
CO-17671	NOV-15-15	RFR 0777 Pump Room Wall Type change from Block to CS			2,893.00	2,893.00
CO-17672	DEC-01-15	5th Floor Deck Height 4'-6" over specified height in contract documents			0.00	0.00
CO-17673	DEC-01-15	Model Room 8 Reinforce - Add RQ 0763 Stages per 6/24/16-01			2,181.00	0.00
CO-17674	DEC-01-15	RFR 0785 - Guestroom Floor Reinforced Ceiling Height including Floors 1 & 2			2,468.00	2,468.00
CO-17675	DEC-01-15	Contract Alternate to Add Sign Decking and Floor Strip Angles at Pool Deck Only			0.00	0.00
CO-17676	JAN-05-17	RFR 0853 - Bar out pipe penetrations in south wall of water heater room 340			44,000.00	39,692.00
CO-17677	JAN-05-17	RFR 0854 - Extend Wall Bar Out for 4" Steam Drain Pipe on 2nd Floor			0.00	0.00
CO-17678	JAN-05-17	ASB 18 Reinforce			0.00	0.00
CO-17679	JAN-05-17	Structural Reinforce - Delete Bathroom Columns			3,691.00	3,240.00
CO-17680	JAN-11-17	Add 6500 ceiling changes over all bath locations on all rooms floors per Model Room 8 revisions			-470.00	-423.00
CO-17681	JAN-11-17	MOD 8 Drawing Revisions including RFR 0763 Ceiling Height Modifications			0.00	0.00
CO-17682	JAN-12-17	Add 1711 Drywall finish revisions over all bath locations on all rooms floors per Model Room 8			28,693.00	28,693.00
CO-17683	JAN-24-17				128,340.00	119,599.00

CO-18002	JAN-27-17	revisions	Valid	0.00	0.00	0.00
CO-18002	JAN-27-17	Provide Entry ONLY to install VTS postcard door frame walls	Valid	0.00	0.00	0.00
CO-18074	JAN-31-17	Sound Isolation RPP	Valid	0.00	0.00	0.00
CO-18086	FEB-07-17	RFP-0704 RPP Material Upgrade Cost	Valid	0.00	0.00	0.00
CO-18108	FEB-08-17	RFP-0024 Shower Curb Detail	Approved	22,204.00	22,204.00	19,963.60
CO-18112	FEB-08-17	Return Tilt to Frame Out Openings for Light Fixtures Not Identified and List Out Prior to Framing Callouts on 1 & 2	Pending	3,572.00	0.00	0.00
CO-18120	FEB-14-17	RFP-0000 Level 3-5 Ceiling Issue	Valid	0.00	0.00	0.00
CO-18127	FEB-14-17	Re-install Existing Wall Right Insulation and Z-	Approved	1,580.00	1,580.00	1,761.00
CO-18128	FEB-14-17	Painting after it was removed by others on levels 3 & 4	Approved	988.00	988.00	888.40
CO-18129	FEB-14-17	Letter to Temp in 10th Floor Elevator Shafts with Tyvek Provided By Others for Temp Dry In and Seal 9 Windows	Approved	1,470.00	1,470.00	1,225.00
CO-18129	FEB-14-17	Reinstall/replace drywall and adjust pocket doors in meeting rooms 209 and 311. Provide Bros for Sundry Only.	Approved	1,470.00	1,470.00	1,225.00
CO-18138	MAR-02-17	RFP-0008 Shower Niche	Valid	0.00	0.00	0.00
CO-18139	MAR-13-17	RFP-1078 - Questionnaire C3 Modifications	Pending	2,412.00	0.00	0.00
CO-18202	MAR-13-17	Schedule Compression, Stairing, and Acceleration Cuts As A Result of Schedule Update 19 Compared to the 14 Schedule	Open	188,243.00	0.00	0.00
CO-18203	MAR-14-17	SI 34 Electrical Pricing	Pending	894.00	0.00	0.00
CO-18205	MAR-15-17	Installation of Plaster Ceiling Per ID 602 and ID 604 - MATERIAL COST ONLY	Approved	34,795.00	34,795.00	31,215.40
CO-18222	MAR-20-17	SI 38 R1 Owner Change Direction Levels 3-4	Approved	19,548.39	19,548.39	13,992.65
CO-18226	MAR-23-17	Add Framing and Drywall Over Fire-rated Ceilings for Ceiling Grid Attachment 2nd Floor Niche	Pending	845.00	0.00	0.00
CO-18230	MAR-27-17	Repeat 2nd Floor Glass Wall Extra Work Order 312017	Approved	0.00	0.00	0.00
CO-18238	MAR-27-17	Frame Out for 2nd Floor Curtain Pocket Extra Work Order 314417	Approved	488.00	488.00	385.40
CO-18237	MAR-27-17	Repeat Change/Functionality of Wall Insulation & Drywall L4 & L5 Extra Work Order 315017	Approved	3,458.00	3,458.00	3,062.40
CO-18239	MAR-28-17	Reinstall Caulking 2009A Ceiling Extra Work Order 322917	Approved	573.94	573.94	395.65
CO-18240	MAR-28-17	REVISI/ED Address Build Work at 2nd Floor Recessed Extra Work Order 322917 & 322417	Approved	1,693.00	1,693.00	1,514.70
CO-18242	MAR-31-17	Repeat Damages to 2nd Floor Overhead Inspection Eddy Work Order 34017	Approved	1,620.00	1,620.00	1,438.00
CO-18253	MAR-31-17	Re-doors and hang around windows in room 205 due to damage Extra Work Order 34017	Approved	882.00	882.00	832.80
CO-18264	MAR-31-17	Box out around pipes that did not fit in the plates of the walls on 2nd floor Extra Work Order 341517	Approved	821.00	821.00	625.90
CO-18265	MAR-31-17	Frame out for ducts not laid out on L9 Extra Work Order 34517	Pending	1,006.00	0.00	0.00
CO-18266	MAR-31-17	2nd Floor Dust Patching Extra Work Order 34917	Pending	930.00	0.00	0.00
CO-18269	APR-02-17	Demol and Re-Build Elevator 6 Roof System Due to Steel Being Built Too High	Approved	2,576.75	2,576.75	2,216.17
CO-18297	APR-12-17	Fit Electrical at room 347 Extra Work Order 45017	Pending	700.00	0.00	0.00
CO-18298	APR-12-17	Re-Frame Ceiling for Light Not Laid out to Room 221, 200V, 222, and 218A Extra Work Order 345917	Pending	426.00	0.00	0.00
CO-18299	APR-12-17	Extra Work Order to add framing at 9th Floor Louvers due to Height Changing	Pending	2,100.00	0.00	0.00
CO-18301	APR-12-17	Lower South in Upper Ceiling Room due to low cost work Extra Work Order 324117	Pending	1,481.00	0.00	0.00
CO-18302	APR-12-17	Re-Frame walls at entrance of production on 2nd floor and add drywall pockets Extra Work Order 345917	Approved	483.00	483.00	434.70
CO-18303	APR-12-17	Plan Old House 6043 Replace Insulation and re- framing drywall that was removed due to valve changes in 221B	Approved	664.00	664.00	568.60
CO-18307	APR-12-17	Plan Old House 6201 Walling Bathrooms 4 & 5a/5b	Pending	788.00	0.00	0.00
CO-18308	APR-12-17	Plan Old House 6208 Insulated Fire Rated Box Out for pipes out of place of wall in Circle 22B	Pending	1,133.00	0.00	0.00
CO-18309	APR-12-17	Plan Old House 6207 Insulated steel wall for out at electrical box in vestibule 225V	Pending	395.00	0.00	0.00
CO-18315	APR-16-17	Large Corridor Revisions Due to Owner Changing Changes After Approved Submittals	Approved	7,749.00	7,749.00	6,974.10
CO-18316	APR-16-17	SI 38 - Plaster Ceiling Revisions	Valid	0.00	0.00	0.00
CO-18317	APR-16-17	SI 39 - Lobby Ceiling Demo/Prack for L42 Lights (4 each)	Valid	0.00	0.00	0.00
CO-18318	APR-16-17	SI 39 - Plaster/Plaster Wall Changes	Approved	1,440.00	1,440.00	1,295.05
CO-18319	APR-16-17	SI 39 - Vestibule 22B Changes	Valid	0.00	0.00	0.00
CO-18320	APR-16-17	SI 38 - Spa Wall Changes	Valid	0.00	0.00	0.

CO-18404	MAY-25-17	Re-work 2nd floor bathroom windows due to missing items Extra Work Order 42017	Approved	934.37	934.37	841.38
CO-18405	MAY-25-17	Repair Lobby Ceiling Due to Water Damages Extra Work Order 42817	Approved	316.00	316.00	293.00
CO-18406	MAY-25-17	Painting and varnish beams on the 4th floor (Blue Work Order Dates 417117 thru 511117)	Approved	8,832.00	8,832.00	8,832.00
CO-18409	MAY-24-17	Recess Drywall Repairs ONLY Extra Work Order Dates 470317 thru 426117	Approved	1,195.00	1,195.00	1,075.50
CO-18414	MAY-25-17	RFI 0815 Bathroom RCP Confined With Duct	Approved	4,917.00	4,917.00	4,065.30
CO-18417	MAY-30-17	SI 40 and SI 41 R Repairs	Approved	6,878.00	6,878.00	6,198.40
CO-18422	MAY-30-17	SI 38 - Guestroom Painting	Approved	1,650.00	1,650.00	964.00
CO-18424	JUN-01-17	Add Flooring and Drywall to Lobby South Outside of Corridor Lounge due to concrete beam width	Pending	1,620.00	0.00	0.00
CO-18425	JUN-01-17	RFI 0824 Guestroom 315 and 415 SMBS Height	Open	1,151.00	0.00	0.00
CO-18425	JUN-01-17	New Wall Bashed Concrete Deck per Email from BSC	Void	0.00	0.00	0.00
CO-18425	JUN-01-17	RFI 0825 - Steelwork Ceiling at 9th Floor Elevator Equipment Room	Approved	2,078.00	2,078.00	1,878.38
CO-18427	JUN-01-17	RFI 0822 Added Bulkhead to Conceal Sprinkler Pipe in room 433	Approved	974.00	974.00	878.00
CO-18429	JUN-05-17	RFI 0840 Pocket Door Opening Repairs in Room 433	Open	2,762.00	0.00	0.00
CO-18429	JUN-05-17	SI 38 - Remington Ceiling Damage/Repair for LW2 Update (4 each)	Void	0.00	0.00	0.00
CO-18429	JUN-05-17	SI 41 Bathroom Repairs	Approved	1,821.00	1,821.00	1,638.00
CO-18430	JUN-05-17	SI 41 Prefabrication Repairs	Approved	2,168.00	2,168.00	1,988.28
CO-18446	JUN-05-17	SI 44R1 Painting	Void	0.00	0.00	0.00
CO-18446	JUN-05-17	Credit 1.5 Points to Guestroom Corridor Levels 3-6	Void	0.00	0.00	0.00
CO-18452	JUN-14-17	MSH Chairs - Cost Increase For Schedule Delay Dates Start of Contract Through April 30th, 2017	Pending	0.00	0.00	0.00
CO-18458	JUN-20-17	Kitchen Added Bulkheads Extra Work Order Dates 41317 thru 42817	Approved	681.00	681.00	688.38
CO-18463	JUN-20-17	RFI 0891 - ADA Bulkheads Control Valve Locations	Approved	2,538.00	2,538.00	2,294.28
CO-18464	JUN-20-17	SI 48 Repairs	Void	0.00	0.00	0.00
CO-18464	JUN-27-17	SI 48 Repairs	Void	0.00	0.00	0.00
CO-18464	JUN-27-17	Spa Rival Repairs	Approved	4,498.00	4,498.00	4,018.40
CO-18471	JUN-28-17	RFI 0898 - Pedestals Door Frame Change Back Change to BSC NO OHP	Approved	1,233.00	1,233.00	1,108.78
CO-18472	JUN-28-17	Add structural steel to lobby at 9th floor elevators	Approved	1,410.00	1,410.00	1,288.00
CO-18476	JUN-29-17	For closed Extra Work Order Dates 614117 - 615117	Approved	254.00	254.00	254.00
CO-18477	JUN-29-17	Add Wall and doors on plans of door 850L3 to join	Approved	1,698.00	1,698.00	1,447.52
CO-18478	JUN-29-17	RFI 0878 Lower Upper Daking Bolts	Approved	3,977.00	3,977.00	3,578.38
CO-18480	JUN-29-17	Repair Drywall Damages at 3rd floor Extra Work Order Dates 615117 - 621117	Approved	1,401.00	1,401.00	1,260.00
CO-18481	JUN-29-17	Repair Drywall Damages at 3rd floor Extra Work Order Dates 615117 - 621117	Approved	8,018.00	8,018.00	7,217.10
CO-18482	JUN-29-17	Repair Damaged Framing on 1st Floor BSM Corridor	Approved	1,288.00	1,288.00	1,138.40
CO-18484	JUL-05-17	SI 48 Repairs	Void	0.00	0.00	0.00
CO-18485	JUL-05-17	Add Scaff to Corridor Chilled Water Pipes in 437 Extra Work Order Dates 615117	Pending	347.00	0.00	0.00
CO-18485	JUL-05-17	Hang back Crystal where Window back down to run Bar and LIMO rail pipes at 4th corridor Extra Work Order Dates 617117 - 621117	Approved	3,494.00	3,494.00	3,080.60
CO-18487	JUL-05-17	People damaged light insulation and dried due to electrician Extra Work Order Dates 614117 & 615117	Approved	580.00	580.00	522.00
CO-18488	JUL-05-17	Painted back dried insulation removed by Wilson, Thomas, and MCTS to center for window Work Order 6017 & 6017	Pending	1,271.00	0.00	0.00
CO-18514	JUL-17-17	SI 33 - Painting	Void	0.00	0.00	0.00
CO-18516	JUL-17-17	RFI 1009 - Remove and Relocate Door Frames 671117/6717 & 672117	Pending	1,778.00	0.00	0.00
CO-18516	JUL-17-17	Repair Water Damaged Drywall & Insulation Work Order Dates 615117 - 721117	Approved	2,867.00	2,867.00	2,668.38
CO-18518	JUL-18-17	Sprinkler Painting Extra Work Order 622117 - 761117	Approved	1,568.00	1,568.00	1,429.28
CO-18518	JUL-18-17	Mechanical Painting Extra Work Order 621117 - 751117	Pending	878.00	0.00	0.00
CO-18520	JUL-19-17	Electrical Painting Extra Work Order 622117 - 751117	Approved	1,023.00	1,023.00	923.70
CO-18544	JUL-23-17	RFI 0821 Bathroom Ceiling High Cost Light Issues	Void	0.00	0.00	0.00
CO-18548	JUL-25-17	Demol and Re-Build West Wall of Fitness Room to Fit Electrical	Void	0.00	0.00	0.00
CO-18547	JUL-27-17	Re-Finish Perimeter Ceiling due to Reinforced Layout	Open	1,186.00	0.00	0.00
CO-18547	JUL-27-17	Install Windows in Foyer at Stairs 1 & 2 where Details on 316 show the window imposed	Pending	1,371.00	0.00	0.00
CO-18549	JUL-28-17	Repair Water Damaged Drywall & Insulation Work Order Dates 711117 - 712117	Approved	3,452.00	3,452.00	3,108.80
CO-18550	JUL-28-17	Install Plywood on 3rd Floor Terrace Per BSC	Approved	2,058.00	2,058.00	1,892.20
CO-18591	JUL-28-17	Request - See Extra Work Order dated 713117	Approved	1,343.00	1,343.00	1,208.78
CO-18592	JUL-28-17	Sprinkler Painting Extra Work Order 711117 - 717117	Approved	2,233.00	2,233.00	2,068.70
CO-18593	JUL-28-17	Electrical Painting/Repair Extra Work Order 711117 - 717117	Approved	1,344.00	1,344.00	1,193.80
CO-18594	JUL-28-17	Electrical Painting Extra Work Order 6817 -	Approved	1,344.00	1,344.00	1,193.80
CO-18598	AUG-07-17	Installation of Plaster Ceiling Per ID 502 and ID 504 - Installation COST ONLY	Approved	19,828.00	19,828.00	17,842.90
CO-18578	AUG-07-17	RFI 1003 - Operable Wall at PTE South Facility	Approved	4,988.00	4,988.00	4,487.48

CO-18577	AUG-11-17	RFI 1024 - 5th Floor Dust Enclosure at Richards	Valid	0.00	0.00	0.00
CO-18598	AUG-22-17	SI 64 - Margaret Apartment Ceiling Remediate CRJ.Y	Approved	4,531.00	4,891.00	4,167.00
CO-18591	AUG-22-17	RFI 1870 - Added Seal in Room 516	Approved	600.00	938.00	644.20
CO-18596	AUG-04-17	RFI 1868 - Add Perforated Wall at 2nd Floor Lanes 3-4 to Keep Alignment with Adjacent Rooms	Valid	0.00	0.00	0.00
CO-18600	AUG-31-17	Repair Water Damaged Drywall & Insulation Work Orders 8/6/17	Approved	333.00	333.00	288.70
CO-18607	AUG-31-17	Mechanical Patching/Repair Extra Work Orders 8/6/17 - 8/22/17	Approved	1,763.00	1,763.00	1,586.70
CO-18608	AUG-31-17	RFI 1864 - Changes in rooms 315, 415, and 615	Pending	0.00	0.00	0.00
CO-18617	SEP-01-17	RFI 1863 - 2nd Floor Stove Room Ceiling	Approved	6,443.00	6,443.00	0.00
CO-18623	SEP-08-17	Repair Water Damaged Drywall & Insulation Work Orders 8/22/17	Approved	4,897.00	4,897.00	4,487.50
CO-18626	SEP-16-17	Onion, show up, and in-hall elevator fix to levels 3-4	Approved	945.00	945.00	650.50
CO-18634	SEP-26-17	SI 64 - Margaret's Apartment Perforated Wall and Drywall Pending	Valid	8,152.00	8,152.00	5,526.80
CO-18643	SEP-26-17	Shower Water Leak Change from Wetroom	Approved	0.00	-4,313.14	0.00
CO-18644	SEP-27-17	Horizontal Iron Chain Request	Pending	1,860.00	0.00	-4,313.14
CO-18646	SEP-27-17	RFI 1023 - Fire Damper Relocation in room 533	Approved	1,016.00	0.00	0.00
CO-18648	SEP-27-17	Bedroom Entry Ceiling Request	Approved	1,016.00	1,016.00	914.40
CO-18647	SEP-26-17	Issue with 0293-240 Change Order Request Rooms 343, 448, & 648	Approved	1,418.00	1,418.00	1,276.20
CO-18648	OCT-05-17	RFI 1865 - Added Seal in 639	Valid	0.00	0.00	0.00
CO-18672	OCT-16-17	RFI 1869 - Added Wall for Level 8 Low Voltage Filter Reading	Pending	804.00	0.00	0.00
CO-18673	OCT-16-17	RFI 1121 - Added Scaffolding and Columns Per Order in 719	Approved	1,648.00	0.00	0.00
CO-18674	OCT-16-17	RFI 1023 - Groundroom 603 TV Wall Corral	Pending	3,182.00	0.00	1,384.10
CO-18676	OCT-16-17	RFI 1128 - Unconformable Ceiling Heights	Valid	0.00	0.00	0.00
CO-18677	OCT-16-17	1st Floor Above South Drop per Alice Dunley	Approved	1,875.00	0.00	0.00
CO-18678	OCT-16-17	RFI 1130 - Sprinkler Location in 703	Valid	0.00	1,919.00	1,727.10
CO-18684	OCT-31-17	Fixable and Install FFP in 6th floor food prep	Approved	2,331.00	0.00	0.00
CO-18685	OCT-31-17	Credit 8th Floor Plaster FFP	Valid	0.00	2,531.00	2,277.90
CO-18697	NOV-03-17	RFI 1028 - Cassidian Bar Wall Framing	Approved	1,250.00	0.00	0.00
CO-18691	NOV-04-17	SI 67 Chequon	Open	6,416.00	0.00	1,125.80
CO-18702	NOV-08-17	Repair Water Damaged Drywall & Insulation Work Orders 8/22/17 through 10/15/17	Approved	2,748.00	0.00	0.00
CO-18705	NOV-08-17	Verify Opening Repairs per Mary Dale Spreadsheet Lunch 3-4	Pending	14,728.00	0.00	2,478.50
CO-18708	NOV-14-17	3rd Floor Plaster Ceiling Panels - MATERIAL ONLY	Approved	3,816.20	3,816.20	3,437.20
CO-18707	NOV-14-17	Framing and Sheathing Adjustments at 2nd Floor Terrace Guide Ends	Approved	1,897.50	1,897.50	1,772.75
CO-18709	NOV-17-17	Re-confirmation costs for framing, hanging, and bracing that could not be completed due to Hopes	Pending	10,760.00	0.00	0.00
CO-18722	DEC-06-17	Whether or other cables, window installation	Pending	747.00	0.00	0.00
CO-18723	DEC-05-17	RFI 1018 - Room 505 Closet Relocation	Approved	253.00	253.00	228.60
CO-18724	DEC-05-17	Lower Ceiling in Room 400K - One Ball Room BAJ- 0133	Approved	3,544.00	3,544.00	3,189.80
CO-18725	DEC-05-17	RFI 1133 - LS Picking Request for Added Access Panels and Door Frame	Approved	2,435.00	2,435.00	2,191.50
CO-18726	DEC-05-17	Electrical Patching Extra Work Orders 8/16/17 - 12/6/17	Approved	5,015.00	5,015.00	4,513.50
CO-18727	DEC-05-17	Mechanical Patching/Repair Extra Work Orders 8/20/17 - 12/6/17	Approved	418.00	418.00	378.20
CO-18746	DEC-14-17	Sprinkler Patching Extra Work Orders 8/20/17 & 8/20/17	Pending	0.00	0.00	0.00
CO-18748	DEC-16-17	Use Epoxy to Completely Conceal Joints of FRP Columns Per BAR Request	Approved	3,109.00	3,109.00	1,288.00
CO-18752	DEC-16-17	RFI 1166 - Rooftop Plaster Patching Hood Height	Valid	1,400.00	0.00	0.00
CO-18756	DEC-26-17	SI 68 - Revised Mechanical Openings in Level Beating Walls	Valid	0.00	0.00	0.00
CO-18760	DEC-26-17	Consolidated Sprinkler Head Patching	Valid	0.00	0.00	0.00
CO-18767	JAN-05-18	RFI 1125 - Lower Storage Ceiling Heights with ACT vertical bracing	Valid	0.00	0.00	0.00
CO-18770	JAN-11-18	Added bar with in-trunking rooms and the bar - levels 3 through 6	Valid	0.00	0.00	0.00
CO-18771	JAN-12-18	RFI 1028 Design Changes to Room 618	Open	1,537.00	0.00	0.00
CO-18774	JAN-18-18	Add W68 in Room 601, 701, & 801	Open	3,413.00	0.00	0.00
CO-18785	JAN-23-18	Correspondence 130 - Code for Remodeling, Storing, and Re-Delivering Foyers/Elevator Ranges and Elevator Lobby Patching Materials in Adults	Valid	0.00	0.00	0.00
CO-18786	JAN-23-18	Due to Schedule Delay	Open	697.00	0.00	0.00
CO-18788	JAN-23-18	Added drywall at Room 5 window with 2nd	Approved	1,413.00	1,413.00	1,271.70
CO-18790	FEB-09-18	Perforated and install FRP at Roof Top Bar per 2D- 803.143	Open	2,670.00	0.00	0.00
CO-18820	FEB-18-18	Repair Drywall with Plywood at Roof Top per SBC Request	Valid	0.00	0.00	0.00
CO-18828	FEB-22-18	3 Half Rotted Columns at 3rd Floor Terrace Obsolete due to Mount Up Framing in Place	Approved	2,578.00	2,578.00	2,321.10
CO-18848	MAR-07-18	Went Door Problem Adjustments	Open	2,780.00	0.00	0.00
CO-18851	MAR-15-18	RFI 1161 - Added Drywall at VFCU's in Room rooms levels 3-4	Approved	6,886.00	6,886.00	6,017.40
CO-18852	MAR-15-18	Rooms 143 & 243 & Union 3081 ceiling repairs	Approved	10,063.00	10,063.00	8,141.85
CO-18853	MAR-15-18	Added Gypsum Patch Vanner Panels & Custom	Approved	1,303.00	1,303.00	1,172.70
CO-18854	MAR-15-18	Plaster at Foyer Hopes Door Jamb/Head per SBC	Approved	2,482.00	2,482.00	2,293.80
CO-18855	MAR-15-18	Request	Approved	0.00	0.00	0.00
CO-18863	APR-02-18	CO 72 - CDD 4 Work 321/18 & 322/18	Approved	1,303.00	1,303.00	1,172.70
CO-18866	APR-02-18	CO 72 - CDD 5 Work 322/18, 325/18, 327/18	Approved	2,482.00	2,482.00	2,293.80

CO-18985	APR-04-16	Electrical Patching Extra Work Orders 1221/17 - 77577 debit from previous issued CO 660	Open	75	683.00	0.00	0.00
CO-18987	APR-04-16	SI 48 Rebar - 2nd Floor Shower Revision Only DELETE RCO98	Approved		-4,897.00	-4,897.00	
CO-18988	APR-04-16	Repair Lobby Ceiling Due to Water Damage 2nd Time Extra Work Order 228916	Pending	74	140.00	0.00	0.00
CO-18989	APR-05-16	Fire main MCFPP penetrations left unsealed by others - See Extra Work Order dated 3/16/16	Pending	74	210.00	0.00	0.00
CO-18990	APR-05-16	LAV-5 Repairs - See Extra Work Order 30918 & 371016	Pending	74	633.00	0.00	0.00
CO-18991	APR-05-16	Sprinkler Patching - Extra Work Orders 221/16 & 225/16	Pending	74	633.00	0.00	0.00
CO-18992	APR-05-16	Electrical Patching Extra Work Orders 1221/17, 269/16, 228916	Pending	74	749.00	0.00	0.00
CO-18993	APR-05-16	Repair Ceiling in Entry of Lobby 309 & 311 - Metal Recess Rework - Extra Work Order 117/16	Pending	74	294.00	0.00	0.00
CO-18994	APR-05-16	Corridor Damage Repairs Extra Work Orders 1221/17 - 371316	Pending	74	490.00	0.00	0.00
CO-18995	APR-05-16	Vestibule Damage Repairs Extra Work Orders 1221/16, 2716/16, 262716	Pending	74	10,071.00	0.00	0.00
CO-18996	APR-05-16	CO 72 - CO2 6 Work 4/31/16	Approved		2,729.00	2,729.00	
CO-18997	APR-05-16	CO 72 - CO2 4 Work 4/31/16	Approved		671.00	671.00	
CO-18998	APR-05-16	CO 8 Work 4/31/16	Approved		676.00	676.00	
CO-18999	APR-05-16	Re-Finish 6th Floor Elevator Lobby Vitrals/Ceiling to Accommodate Elevator Doors	Approved		3,086.00	3,086.00	
CO-19000	APR-05-16	CO2 2 Work 4/23/16	Approved		682.00	682.00	
CO-19001	APR-05-16	CO2 10 Work - 5/7/16 thru 5/11/16	Approved		2,597.00	2,597.00	
CO-19002	APR-05-16	CO2 6 Work - 4/29/16 thru 5/3/16	Approved		2,653.00	2,653.00	
CO-19003	APR-05-16	CO2 3 Work - 5/2/16 thru 5/4/16	Approved		9,076.00	9,076.00	
CO-19004	APR-05-16	CO2 17 Work - 5/11/16 thru 5/15/16	Approved		2,235.00	2,235.00	
CO-19005	APR-05-16	CO2 6 - 5/17/16 thru 5/17/16	Approved		843.00	843.00	
CO-19006	APR-05-16	CO2 7 - 5/18/16 thru 5/18/16	Approved		799.00	799.00	
CO-19007	APR-05-16	CO2 3 Work - 5/8/16 thru 5/8/16	Approved		18,094.00	18,094.00	
CO-19008	APR-05-16	EMV 4/17/16 - Install recess panel in main	Pending	19	245.00	0.00	0.00
CO-19009	APR-05-16	EMV 3/20/16 - Repair 7th floor corridor wall damages	Pending	19	943.00	0.00	0.00
CO-19010	APR-05-16	EMV 3/10/16 - Patch and Brackish wall above on 3-8	Pending	19	420.00	0.00	0.00
CO-19011	APR-05-16	EMV 4/23/16 - Refinish walls on the outer side of lobby stair level 1 per BBC direction	Pending	16	680.00	0.00	0.00
CO-19012	APR-05-16	EMV 5/24/16 - Replace damaged FRP panel on 1st floor	Pending	16	281.00	0.00	0.00
CO-19013	APR-05-16	Electrical Patching Extra Work Orders 1221/16 thru 5/6/16	Pending	16	369.00	0.00	0.00
CO-19014	APR-05-16	Mechanical Patching/Repair Extra Work Orders 475/16 thru 5/2/16	Pending	16	450.00	0.00	0.00
CO-19015	APR-05-16	CO2 8 Work - 5/6/16 thru 5/11/16	Approved		4,905.00	4,905.00	
CO-19016	APR-05-16	CO2 7 Work - 5/6/16 thru 5/6/16	Approved		2,368.00	2,368.00	
CO-19017	APR-05-16	Rebarbed head bearing wall on level 8 to accommodate wheel chair ramp	Pending	6	3,225.00	3,225.00	
CO-19018	APR-05-16	Contract Status Summary	Contract Status Summary				
CO-19019	APR-05-16	Original Contract	Original Contract		3,461,699.00	3,461,699.00	
CO-19020	APR-05-16	Approved COs	Approved COs		1,027,912.31	1,027,912.31	
CO-19021	APR-05-16	Current Contract	Current Contract		4,489,611.31	4,489,611.31	
CO-19022	APR-05-16	Pending	Pending		760,560.00	760,560.00	
CO-19023	APR-05-16	Open	Open		211,844.00	211,844.00	
CO-19024	APR-05-16	Void	Void		0.00	0.00	
CO-19025	APR-05-16	Current Contract bal (Open/Pending)	Current Contract bal (Open/Pending)		\$,471,115.31	\$,471,115.31	

Open Issues and Changes in Scope Not Listed Above:

Issues with all stairwell openings and steel stairs being out of square

Modded drywall from water damage

Open extra work orders signed by BBC staff

Overtime/poor distribution costs associated with schedule acceleration and stacking

Extended general condition costs

Damage to our work by other trades

All engineering and network associated with elevator front layout issues

Any issues pertaining to the guestroom ventilates, valves, or rough openings

Any outstanding construction change directive work not billed and or paid

June 15, 2016 7:58 AM

Run as

Balfour Beatty Construction

TIER RELEASE SCHEDULE

Job Name	Hotel at Marion Square	
Job #	13078000	

Date Prepared:	6/14/2018
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PRIME SUB'S NAME	Precision Walls Inc.
Attachment for Pay Req #:	24
For Month Ending:	6/30/2018

A	B	C	D	E	F	G	H	I	J	K
Subcontractors/Suppliers List all subs or suppliers who will perform work for this contract. List Address & Phone Number	Indicate if Tier is based in county of Project	Notice to Owner Filed?(NTO) (Yes/No)	Date NTO Filed:	Bonded Sub? (Yes/No)	Has tier billed for work to date? select: (Yes/No)	Cumulative dollar amount tier billed for work performed to date:	Tier's most recent invoice is dated through:	Tier's most recent release is dated through: (see row on releases)	Tier's most recent release is PARTIAL or FINAL? Select One	Comments:
CA Construction 9425 Dupont Dr. Apt 26 Charlotte, NC 28217	NO	NO	N/A		YES	NO	1/1/2018	4/20/2018	PARTIAL	FINAL
Accurat Eng. Co of Florida 2011 Cross Basin Dr Charlotte, NC 28217	No	NO	N/A		YES	NO	4/3/2018	4/30/2018	PARTIAL	FINAL
Truss Link, Inc. 280 Galleria Dr Irmo, SC 29063	No	Yes	8/11/2018		YES	NO	9/5/2017	9/30/2017	PARTIAL	FINAL
Ram Tool PO Box 743487, Atlanta, GA 30374 208-413-8718	NO	NO	N/A		YES	NO	11/28/2017	12/31/2018	PARTIAL	FINAL
CK Supply, PO Box 415421, Boston, MA 02241 843-747-5842	NO	NO	N/A		YES	NO	9/31/2018	6/12/2018	PARTIAL	FINAL
New Hope Drywall LLC 715 Chelwood PL Charlotte, NC 28217	NO	NO	N/A		YES	NO	5/14/2018	6/15/2018	PARTIAL	FINAL
AOS 1 LLC 300 Raymond Drive Ladson, SC 29458	NO	NO	N/A		YES	NO	3/8/2017	3/7/2017	PARTIAL	FINAL
Hidalgo Drywall 2433 Bengal Road N. Charleston, SC 29409	YES	NO	N/A		YES	NO	9/5/2018	6/15/2018	PARTIAL	FINAL
Korabel Construction Products PO Box 416199 Boston, MA	No	NO	N/A		YES	NO	7/25/2017	9/26/2017	PARTIAL	FINAL
G & Z Drywall LLP 105 Dew Avenue Goose Creek, SC 29445	No	NO	N/A		YES	NO	5/5/2017	5/16/2017	PARTIAL	FINAL
Moderford - Precision Walls 7317 Peppermill Parkway N. Charleston SC 29418	Yes	NO	N/A		YES	NO		PWI Weiner	PARTIAL	FINAL

Balfour Beatty
Construction

Exhibit D2

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

(Subcontractor/Vendor)

The undersigned,

Hidalgo

(Name of Vendor)

, pursuant to a contract or agreement with:

Balfour Beatty Construction, LLC

(“BBC”)

Precision Walls Inc.

a subcontractor to BBC or a

(Name of Subcontractor)

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

Street Address

in the City of

Charleston

, and County of

Charleston

, and is owned by

Library Associates, LLC

(“Owner”).

(Name of Owner)

Subcontractor has been paid and received payment of \$ 205,795.00 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

6/15/18

(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 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 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 giving up those rights. This document is enforceable against you if you sign it, even if you have not been paid. If you have not been paid, use a conditional release form.

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

Given under hand and seal this

18

day of

June

20 18

[Signature]

(Name of Vendor)

Signature

By:

(Print or Type the Signers Name and Title)

STATE OF

SC

COUNTY OF

Charleston

20

The foregoing instrument was signed, sealed and acknowledged before me this

day of

June

Affidavit and that the foregoing statements are true.

Signed:

[Signature]

Notary Public

My Commission expires:

8-19-2024



**Balfour Beatty
Construction**

Exhibit D2

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

The undersigned,

(Subcontractor/Vendor)

Lew Supply / CK Supply

(Name of Vendor)

, pursuant to a contract or agreement with:

Balfour Beatty Construction, LLC

("BBC")

Precision Walls Inc.

(Name of Subcontractor)

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")

which is located at

(Name or Description of Project)

404 King Street, Charleston, SC 29403

In the City of

Charleston

, and County of

Street Address

Charleston

, and is owned by

Library Associates, LLC.

("Owner").

Subcontractor has been paid and received payment of \$ 978,794.21 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

6/12/18

(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 contented 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 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 giving up 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

12th

day of

June20 18Lew Supply / CK Supply

(Name of Vendor)

By:

Olivia Quinones - Customer Acct. Executive

(Print or Type the Name (Name and Title))

STATE OF

IL

COUNTY OF

COOK20 18The foregoing instrument was signed, sealed and acknowledged before me this 12th day of June, 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]

My Commission expires:

8/14/21

Balfour Beatty
Construction

Exhibit D2

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

(Subcontractor/Vendor)

The undersigned,

New Hope Drywall
(Name of Vendor)

, pursuant to a contract or agreement with:

Balfour Beatty Construction, LLC ("BBC")

Precision Walls Inc.

(Name of Subcontractor)

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

Street Address

in the City of

Charleston

, and County of

Charleston

, and is owned by

Library Associates, LLC.

("Owner").

(Name of Owner)

Subcontractor has been paid and received payment of \$ 808,107.79 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

6/15/18
(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 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 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 giving up 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

13

day of

June

2018

New Hope Drywall

(Name of Vendor)

Orlando Villanueva

Signature

By Orlando Villanueva (Owner)

(Print or Type the Signers Name and Title)

STATE OF

SC

COUNTY OF

Charleston

20

18

The foregoing instrument was signed, sealed and acknowledged before me this

13

day of

June

Affidavit and that the foregoing statements are true.

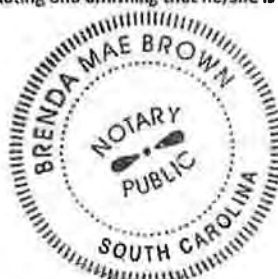
Signed:

[Signature]

Notary Public

My Commission expires:

8-19-2024



Request for Payment

Subcontractor's Name Palmetto Automatic Sprinkler Company, Inc.
Subcontractor's Address 1862 Old Dunbar Rd.
West Columbia, SC 29172
Phone Number 803-794-1602
Fax Number _____

Pay Request # PE25
Work Performed Through: 07/31/18

Project Name: Hotel at Marion Square Job No.: 13026400 Date: 07/13/18
Owner: Library Associates, LLC

Description of Work: Fire Protection

Original Contract Amount	<u>\$464,920.00</u>
Change Order Total	<u>\$3,231.88</u>
Through C/O # <u>1</u>	
Total Revised Contract	<u>\$468,151.88</u>
Previous Work Performed to Date(SSR)	<u>\$467,266.88</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>\$885.00</u>
New Work Performed to Date	<u>\$468,151.88</u>
Less <u>10 % Retainage</u>	<u>\$46,815.19</u>
Joint Earned to Date	<u>\$421,336.69</u>
Less Previous Net Billings	<u>\$420,540.19</u>
Less Adjustments/Joint Checks	<u>\$0.00</u>
Less Pending Back Charges	<u>\$0.00</u>
Total Amount this Requisition	<u>\$796.50</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 Finalized
Insurance Expiration Date 10/01/18

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 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 12

Owner Payment Rec'd Date: _____

Payment Terms: Pay When Paid

Pay Select # _____

For Balfour Beatty Use Only:

CO #	Vendor #	Job #	Contract No.
50540	1348477	13026400	525443
Date	Invoice #	Description	
07/31/18	13026400 - PE25	13026400 . PE# PE25 . 18.07	
Gross Amount		Retainage Amt	Net Amount
\$885.00		\$44.25	\$796.50
Trade Account?	Tax Code	Pay Item & Cost Code	Accrue Tax?
NO		400 51550000 40	NO
Halt Codes 02- OWNER FUNDING Lower Tier Waivers/LTSched PM APP			

waits:

PM / Date

CA 07/13/18

PA / Date

APA / Date

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF TWO PAGES

TO PRIME CONTRACTOR: PROJECT: Hotel at Marion Square
 Bufour Beatty Construction
 1930 Camden Rd, Charlotte, NC 28203
 FROM SUBCONTRACTOR: VIA ARCHITECT:
 Palmetto Automatic Sprinkler Co., Inc
 PG Box 2927
 West Columbia, SC 29171
 CONTRACT FOR: FIRE PROTECTION

APPLICATION NO: 25
 PERIOD TO: 7/31/18
 PROJECT NOS: 13026000
 615008
 CONTRACT DATE: 3/11/15

Distribution to:
☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR
☐ SUBCONTRACTOR

CONTRACTOR'S APPLICATION FOR PAYMENT

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

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

ORIGINAL CONTRACT SUM \$ 464,920.00
 a. Net change by Change Orders \$ 3,231.88
 b. CONTRACT SUM TO DATE (Line 1 + 2) \$ 468,151.88
 c. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 468,151.88
 d. RETAINAGE:
 1. % of Completed Work \$ 46,815.19
 2. % of Stored Material \$
 Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 46,815.19
 e. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) \$ 421,336.69
 f. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)
 g. CURRENT PAYMENT DUE \$ 420,540.19
 h. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 796.50
 i. AMOUNT CERTIFIED \$ 46,815.19

SUBCONTRACTOR: Palmetto Automatic Sprinkler Company, Inc.

By: John H. [Signature] Date: 7/13/18
 State of: South Carolina County of: Mecklenburg
 Subscribed and sworn to before me this 13th day of July 2018
 Notary Public: McAllen [Signature]
 My Commission expires: 12/3/24

CERTIFICATE FOR PAYMENT

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

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

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

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

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 2 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

APPLICATION NO: 25

APPLICATION DATE: 7/13/18

PERIOD TO: 7/31/18

Hotel at Marion Square

In tabulations below, amounts are stated to the nearest dollar.

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

13626007

615008

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD				
1	Design	\$32,545.00	\$32,545.00			\$32,545.00		\$3,234.50
2	Mobilization	\$13,950.00	\$13,950.00			\$13,950.00		\$1,395.00
3	Site Work	\$2,500.00	\$2,500.00			\$2,500.00		\$250.00
4	Fire Pump	\$55,270.00	\$55,270.00			\$55,270.00		\$5,527.00
5	Standpipes	\$33,960.00	\$33,960.00			\$33,960.00		\$3,396.00
6	Parking Floor Material	\$21,792.00	\$21,792.00			\$21,792.00		\$2,179.20
7	Parking Floor Labor	\$12,807.00	\$12,807.00			\$12,807.00		\$1,280.70
8	Parking Floor Test & Trim	\$850.00	\$765.00	\$85.00		\$850.00		\$85.00
9	1st Floor Material	\$30,509.00	\$30,509.00			\$30,509.00		\$3,050.90
10	1st Floor Labor	\$18,673.00	\$18,673.00			\$18,673.00		\$1,867.30
11	1st Floor Test & Trim	\$1,050.00	\$945.00	\$105.00		\$1,050.00		\$105.00
12	2nd Floor Material	\$37,244.00	\$37,244.00			\$37,244.00		\$3,724.40
13	2nd Floor Labor	\$23,468.00	\$23,468.00			\$23,468.00		\$2,346.80
14	2nd Floor Test & Trim	\$1,200.00	\$1,080.00	\$120.00		\$1,200.00		\$120.00
15	3rd Floor Material	\$18,809.00	\$18,809.00			\$18,809.00		\$1,880.90
16	3rd Floor Labor	\$12,653.00	\$12,653.00			\$12,653.00		\$1,265.30
17	3rd Floor Test & Trim	\$1,000.00	\$900.00	\$100.00		\$1,000.00		\$100.00
18	4th Floor Material	\$18,809.00	\$18,809.00			\$18,809.00		\$1,880.90
19	4th Floor Labor	\$12,653.00	\$12,653.00			\$12,653.00		\$1,265.30
20	4th Floor Test & Trim	\$1,000.00	\$900.00	\$100.00		\$1,000.00		\$100.00
21	5th Floor Material	\$18,918.00	\$18,918.00			\$18,918.00		\$1,891.80
22	5th Floor Labor	\$12,726.00	\$12,726.00			\$12,726.00		\$1,272.60
23	5th Floor Test & Trim	\$1,000.00	\$900.00	\$100.00		\$1,000.00		\$100.00
24	6th Floor Material	\$13,091.00	\$13,091.00			\$13,091.00		\$1,309.10
25	6th Floor Labor	\$8,987.00	\$8,987.00			\$8,987.00		\$898.70
26	6th Floor Test & Trim	\$750.00	\$675.00	\$75.00		\$750.00		\$75.00
27	7th Floor Material	\$12,764.00	\$12,764.00			\$12,764.00		\$1,276.40
28	7th Floor Labor	\$8,768.00	\$8,768.00			\$8,768.00		\$876.80

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 2 PAGES

AIA Document G703, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

APPLICATION NO: 25

APPLICATION DATE: 7/13/18

PERIOD TO: 7/31/18

Hotel at Marion Square

In tabulations below, amounts are suited to the nearest dollar.

Use Column 1 on Contracts where variable retainage for line items may apply.

13026000

615008

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 (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD				
29	7th Floor Test & Trim	\$750.00	\$675.00	\$75.00		\$750.00		\$75.00
30	8th Floor Material	\$13,309.00	\$13,309.00			\$13,309.00		\$1,330.90
31	8th Floor Labor	\$9,133.00	\$9,133.00			\$9,133.00		\$913.30
32	8th Floor Test & Trim	\$750.00	\$675.00	\$75.00		\$750.00		\$75.00
33	Roof Terrace Material	\$7,764.00	\$7,764.00			\$7,764.00		\$776.40
34	Roof Terrace Labor	\$4,968.00	\$4,968.00			\$4,968.00		\$496.80
35	Roof Terrace Test & Trim	\$500.00	\$450.00	\$50.00		\$500.00		\$50.00
36	Change Order #1	(\$1,956.12)	(\$1,956.12)			(\$1,956.12)		(\$195.61)
37	Change Order #4	\$1,312.00	\$1,312.00			\$1,312.00		\$131.20
38	Change Order #5	\$3,876.00	\$3,876.00			\$3,876.00		\$387.60
	GRAND TOTALS	\$468,151.88	\$467,266.88	\$885.00		\$468,151.88		\$46,815.19

AIA DOCUMENT G703 CONTINUATION SHEET FOR G702 1992 EDITION AIA © 1992

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE N.W. WASHINGTON D.C. 20005-5292

G703-1992

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

KNOW ALL MEN BY THESE PRESENTS:

That Palmetto Automatic Sprinkler Company, Inc. (the "Lienor") for and in consideration of the payment of the sum of \$ 714.50 and other good and valuable consideration paid by Balfour Beatty Construction, LLC (the "Contractor") or Library Associates, LLC ("Owner"), receipt of which is hereby acknowledged, hereby releases, waives and quit claims to Contractor, the Owner, and their respective successors and assigns, all liens, lien rights, claims or demands of any kind whatsoever, which Lienor now has or might have against Contractor and/or Owner and/or the buildings and improvements on the premises legally described as: See Exhibit "A" attached hereto (the "Property") on account of labor and services performed and/or material furnished for the construction of any improvements thereon; except for retention, and open change order requests, claims or disputes identified as follows:

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

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

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

Signed, sealed and delivered
in the presence of:

Andrea Seigler
Signature
Andrea Seigler
Print Name

Palmetto Automatic Sprinkler Company, Inc.
a _____ corporation

Stephen Keene
Signature
Stephen Keene, Controller
Print Name & Title

STATE OF South Carolina

COUNTY OF Lexington

The foregoing instrument was acknowledged before me this 13 day of July, 2018 by Stephen Keene, Controller of PALMETTO a _____ corporation on, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

Michael [Signature]
NOTARY PUBLIC, STATE OF South Carolina

My Commission Expires: 12/3/24

Client#: 233116

17PALMEAUT

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/27/2017

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
BB&T - Boyle Vaughan Insurance
2000 Center Point Rd, Ste 2400
P. O. Box 8628, 29202
Columbia, SC 29210

CONTACT NAME: Brett Royer

PHONE (A/C, No, Ext): 803 748-0100

FAX (A/C, No): 877 467-7214

E-MAIL ADDRESS:

INSURED
Palmetto Automatic Sprinkler Co., Inc.
PO Box 2927
Cayce, SC 29171

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Amerisure Insurance Company

19488

INSURER B: Scottsdale Insurance Company

41297

INSURER C: Endurance American Specialty In

41718

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☒ PROJECT ☐ LOC ☐ OTHER: AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS		CPP2102583	10/01/2017	10/01/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPOD AGG \$2,000,000 \$ COMBINED SINGLE LIMIT (Eg. Accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☐ EXCESS LIAB ☐ RETENTIONS ☒ OCCUR ☐ CLAIMS-MADE		XLS0103310	10/01/2017	10/01/2018	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	WC2102582	10/01/2017	10/01/2018	☒ PER STATUTE ☐ OTHER EL EACH ACCIDENT \$1,000,000 EL DISEASE - EA EMPLOYEE \$1,000,000 EL DISEASE - POLICY LIMIT \$1,000,000
C	Excess Umbrella Liability		ELD300001692	10/01/2017	10/01/2018	\$5,000,000 per Occur Aggr-Over Primary/ Umbrella Limit

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

REFERENCE: Job Number: 615008; Project: Hotel at Marion Square

CERTIFICATE HOLDER

CANCELLATION

Balfour Beatty Construction, LLC
3100 McKinnon Street 10th Floor
Dallas, TX 75201

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

AUTHORIZED REPRESENTATIVE

Hotel at Marion Square - Subcontractor Pay Application Checklist



Application for Payment Documentation

Request for Payment / Payment Application standard BBC form - all subcontractors must use

Schedule of Values (SOV) - matches AIA G703

Conditional Waiver and Release on Progress Payment

Subguard Sub-Tier / Supplier Releases - form submitted by subcontractor that tells us who needs to be joint checked

Subcontractor Supplier Invoices - back up for joint checks, if applicable

Subcontractor Joint Check List - internal form used when joint checks are required

Approved certificate of insurance through the payment requisition date

Stored materials back up documentation, if applicable

Owner Waiver

if applicable, subcontractor change request log (for purposes of verifying with the project cost event logs)

✓
✓
✓

Barnhart jr 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
Job #21046

APPLICATION NO: 32

Distribution to:

X	OWNER
	ARCHITECT
	INSPECTOR

FROM CONTRACTOR:

Watson Electrical
3215 Fortune Drive
North Charleston, SC 29418

PERIOD TO: 7/31/2018

PROJECT NO: #13026000

CONTRACT FOR: CONSTRUCTION

CONTRACTOR'S APPLICATION FOR PAYMENT

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

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.

1. ORIGINAL CONTRACT SUM
2. Net change by Change Orders
3. CONTRACT SUM TO DATE (Line 1 + 2)

\$	3,963,792.00
\$	541,828.42
\$	4,505,620.42

4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)

\$	4,506,854.53
----	--------------

5. RETAINAGE:

\$	450,685.45
----	------------

6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)

\$	4,056,169.08
----	--------------

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)

\$	4,032,688.67
----	--------------

8. CURRENT PAYMENT DUE

\$	23,480.41
----	-----------

9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)

\$	449,451.34
----	------------

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\$ 23,480.41

(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 in previous months by Owner	\$559,946.69	(\$31,965.61)
Total approved this Month	\$13,847.34	\$0.00
TOTALS	\$573,794.03	(\$31,965.61)
NET CHANGES by Change Order	\$541,828.42	

AIA DOCUMENT G702 APPLICATION AND CERTIFICATION FOR PAYMENT 1992 EDITION AIA ©1992

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 20005-5222

CONTINUATION SHEET

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification, is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column 1 on Contracts where variable retainage for line items may apply.

Barrhi: Beatty

AIA DOCUMENT G702

Page 3 of 2

APPLICATION NO: 32
7/10/18
APPLICATION DATE: 7/31/18
PERIOD TO:

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 (H - E)					
1	MOBILIZATION	20,000.00		20,000.00	20,000.00		-	20,000.00	100.00%		2,000.00
2	SUBMITTALS	15,000.00		15,000.00	15,000.00		-	15,000.00	100.00%		1,500.00
3	SAFETY	10,000.00		10,000.00	10,000.00		-	10,000.00	100.00%		1,000.00
4	PROGRESS MEETINGS	12,000.00		12,000.00	12,000.00		-	12,000.00	100.00%		1,200.00
5	PUNCHLIST-2%	80,000.00		80,000.00			-	-	0.00%	80,000.00	-
6	AS-BUILTS	5,000.00		5,000.00			-	-	0.00%	5,000.00	-
7	PERMIT AND BUSINESS LICENSE	15,000.00		15,000.00	15,000.00		-	15,000.00	100.00%		1,500.00
8				-			-	-			-
9				-			-	-			-
10	LIGHT FIXTURE & CONTROL PACKG	1,180,000.00		1,180,000.00	1,180,000.00		-	1,180,000.00	100.00%		118,000.00
11	SEISMIC	16,500.00		16,500.00	16,500.00		-	16,500.00	100.00%		1,650.00
12	DISTRIBUTION PACKAGE	325,862.00		325,862.00	325,862.00		-	325,862.00	100.00%		32,586.20
13	EMERGENCY GENERATOR	82,950.00		82,950.00	82,950.00		-	82,950.00	100.00%		8,295.00
14	TEMP CONSTRUCTION SERVICE-Material	34,800.00		34,800.00	34,800.00		-	34,800.00	100.00%		3,480.00
15	TEMP CONSTRUCTION SERVICE-Labor	36,000.00		36,000.00	36,000.00		-	36,000.00	100.00%		3,600.00
16	FIRE ALARM	210,000.00		210,000.00	194,000.00		-	194,000.00	92.38%	16,000.00	19,400.00
17	LIGHTNING PROTECTION	50,000.00		50,000.00	49,000.00		-	49,000.00	98.00%	1,000.00	4,900.00
18				-			-	-			-
19				-			-	-			-
20	SITE			-			-	-			-
21	PRIMARY DUCT BANK-Material	22,000.00		22,000.00	22,000.00		-	22,000.00	100.00%		2,200.00
22	PRIMARY DUCT BANK-Labor	15,350.00		15,350.00	15,350.00		-	15,350.00	100.00%		1,535.00
23	SECONDARY DUCT BANK-Material	16,700.00		16,700.00	16,700.00		-	16,700.00	100.00%		1,670.00
24	SECONDARY DUCT BANK-Labor	13,250.00		13,250.00	13,250.00		-	13,250.00	100.00%		1,325.00
25	SECONDARY FEEDERS-Material	24,000.00		24,000.00	24,000.00		-	24,000.00	100.00%		2,400.00
26	SECONDARY FEEDERS-Labor	13,250.00		13,250.00	13,250.00		-	13,250.00	100.00%		1,325.00
27	SITE EQUIPMENT PADS-Material	15,000.00		15,000.00	15,000.00		-	15,000.00	100.00%		1,500.00
28	SITE EQUIPMENT PADS-Labor	8,300.00		8,300.00	8,300.00		-	8,300.00	100.00%		830.00
29	SITE POWER & LIGHTING-Material	17,500.00		17,500.00	16,725.00		-	16,725.00	95.57%	775.00	1,672.50
30	SITE POWER & LIGHTING-Labor	12,800.00		12,800.00	12,250.00		-	12,250.00	95.70%	550.00	1,225.00
31	SUBLEVEL			-			-	-			-
32	CONDUIT ROUGH IN-Material	27,500.00		27,500.00	27,500.00		-	27,500.00	100.00%		2,750.00
33	CONDUIT ROUGH IN-Labor	24,600.00		24,600.00	24,600.00		-	24,600.00	100.00%		2,460.00
34	WIRE INSTALL-Material	10,500.00		10,500.00	10,500.00		-	10,500.00	100.00%		1,050.00
35	WIRE INSTALL-Labor	15,500.00		15,500.00	15,500.00		-	15,500.00	100.00%		1,550.00
36	LIGHTING INSTALL-Material	1,560.00		1,560.00	1,560.00		-	1,560.00	100.00%		156.00

CONTINUATION SHEET

Page # of 2

32

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

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

AIA DOCUMENT G702

APPLICATION NO:

7/10/18

PERIOD TO:

7/14/18

Balfour Beatty Project

0

BID PACKAGE #	CONTRACTOR	SCHEDULED VALUE	TOTAL CHANGE ORDERS	REVISED CONTRACT	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E+F)	THIS PERIOD (H - E)	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE
37	LIGHTING INSTALL-Labor	12,600.00		12,600.00	12,600.00	*	-	12,600.00	100.00%	-	1,260.00
38	DISTRIBUTION EQUIP INSTALL-Material	4,500.00		4,500.00	4,500.00	*	-	4,500.00	100.00%	-	450.00
39	DISTRIBUTION EQUIP INSTALL-Labor	6,800.00		6,800.00	6,800.00	*	-	6,800.00	100.00%	-	680.00
40	FINISH DEVICES-Material	2,650.00		2,650.00	2,350.00	*	-	2,350.00	88.68%	300.00	235.00
41	FINISH DEVICES-Labor	3,340.00		3,340.00	2,950.00	*	-	2,950.00	88.32%	390.00	295.00
42	DISTRIBUTION CONDUITS-Material	56,500.00		56,500.00	56,500.00	*	-	56,500.00	100.00%	-	5,650.00
43	DISTRIBUTION CONDUITS-Labor	51,000.00		51,000.00	51,000.00	*	-	51,000.00	100.00%	-	5,100.00
44	FEEDER WIRE-Material	38,800.00		38,800.00	38,800.00	*	-	38,800.00	100.00%	-	3,880.00
45	FEEDER WIRE-Labor	31,600.00		31,600.00	31,600.00	*	-	31,600.00	100.00%	-	3,160.00
46	BUSDUCT INSTALL-Material	6,500.00		6,500.00	6,500.00	*	-	6,500.00	100.00%	-	650.00
47	BUSDUCT INSTALL-Labor	21,800.00		21,800.00	21,800.00	*	-	21,800.00	100.00%	-	2,180.00
48				-			-	-		-	-
49	1ST FLOOR			-			-	-		-	-
50	SLAB CONDUIT ROUGH IN-Material	18,750.00		18,750.00	18,750.00	*	-	18,750.00	100.00%	-	1,875.00
51	SLAB CONDUIT ROUGH IN-Labor	14,750.00		14,750.00	14,750.00	*	-	14,750.00	100.00%	-	1,475.00
52	WALL/CEILING CONDUIT ROUGH IN-Material	28,900.00		28,900.00	28,900.00	*	-	28,900.00	100.00%	-	2,890.00
53	WALL/CEILING CONDUIT ROUGH IN-Labor	35,000.00		35,000.00	35,000.00	*	-	35,000.00	100.00%	-	3,500.00
54	WIRE INSTALL-Material	11,000.00		11,000.00	11,000.00	*	-	11,000.00	100.00%	-	1,100.00
55	WIRE INSTALL-Labor	13,500.00		13,500.00	13,500.00	*	-	13,500.00	100.00%	-	1,350.00
56	FINISH DEVICES-Material	14,500.00		14,500.00	13,500.00	*	-	13,500.00	93.10%	1,000.00	1,350.00
57	FINISH DEVICES-Labor	6,500.00		6,500.00	6,000.00	*	-	6,000.00	92.31%	500.00	600.00
58	LIGHTING INSTALL-Material	4,600.00		4,600.00	3,700.00	*	-	3,700.00	80.43%	900.00	370.00
59	LIGHTING INSTALL-Labor	26,300.00		26,300.00	21,050.00	*	-	21,050.00	80.04%	5,250.00	2,105.00
60				-			-	-		-	-
61	2ND FLOOR			-			-	-		-	-
62	SLAB CONDUIT ROUGH IN-Material	13,000.00		13,000.00	13,000.00	*	-	13,000.00	100.00%	-	1,300.00
63	SLAB CONDUIT ROUGH IN-Labor	11,500.00		11,500.00	11,500.00	*	-	11,500.00	100.00%	-	1,150.00
64	WALL/CEILING CONDUIT ROUGH IN-Material	24,000.00		24,000.00	24,000.00	*	-	24,000.00	100.00%	-	2,400.00
65	WALL/CEILING CONDUIT ROUGH IN-Labor	32,800.00		32,800.00	32,800.00	*	-	32,800.00	100.00%	-	3,280.00
66	WIRE INSTALL-Material	8,900.00		8,900.00	8,900.00	*	-	8,900.00	100.00%	-	890.00
67	WIRE INSTALL-Labor	10,400.00		10,400.00	10,400.00	*	-	10,400.00	100.00%	-	1,040.00
68	FINISH DEVICES-Material	9,250.00		9,250.00	8,700.00	*	-	8,700.00	94.05%	550.00	870.00
69	FINISH DEVICES-Labor	6,500.00		6,500.00	6,150.00	*	-	6,150.00	94.62%	350.00	615.00
70	LIGHTING INSTALL-Material	3,500.00		3,500.00	2,850.00	*	-	2,850.00	81.43%	650.00	285.00
71	LIGHTING INSTALL-Labor	34,400.00		34,400.00	28,200.00	*	-	28,200.00	81.98%	6,200.00	2,820.00
72				-			-	-		-	-

CONTINUATION SHEET

AIA Document C702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated in the nearest dollar.
Use Column 1 on Contracts where variable retainage for line items may apply.

AIA DOCUMENT C702

Page 5 of 2

APPLICATION NO: 32
APPLICATION DATE: 7/10/18
PERIOD TO: 7/31/18

BID PACKAGE #	CONTRACTOR	SCHEDULED VALUE	TOTAL CHANGE ORDERS	REVISED CONTRACT	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E+F)	WORK COMPLETED THIS PERIOD (H - E)	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)	BALANCE TO FINISH (C - G)	RETAINAGE
73											10%
74											
75	3RD FLOOR										
76	SLAB ROUGH IN-Material	3,700.00		3,700.00	3,700.00			3,700.00	100.00%		370.00
77	SLAB ROUGH IN-Labor	7,800.00		7,800.00	7,800.00			7,800.00	100.00%		780.00
78	GUESTROOM ROUGH IN-Material	50,850.00		50,850.00	50,850.00			50,850.00	100.00%		5,085.00
79	GUESTROOM ROUGH IN-Labor	99,500.00		99,500.00	99,500.00			99,500.00	100.00%		9,950.00
80	OVERHEAD/ ROUGH IN-Material	3,650.00		3,650.00	3,650.00			3,650.00	100.00%		365.00
81	OVERHEAD/ ROUGH IN-Labor	6,500.00		6,500.00	6,500.00			6,500.00	100.00%		650.00
82	WIRE INSTALL-Material	4,500.00		4,500.00	4,500.00			4,500.00	100.00%		450.00
83	WIRE INSTALL-Labor	6,800.00		6,800.00	6,800.00			6,800.00	100.00%		680.00
84	GUESTROOM FINISHES-Material	950.00		950.00	950.00			950.00	100.00%		95.00
85	GUESTROOM FINISHES-Labor	1,250.00		1,250.00	1,250.00			1,250.00	100.00%		125.00
86											
87											
88	4TH FLOOR										
89	SLAB ROUGH IN-Material	3,700.00		3,700.00	3,700.00			3,700.00	100.00%		370.00
90	SLAB ROUGH IN-Labor	7,800.00		7,800.00	7,800.00			7,800.00	100.00%		780.00
91	GUESTROOM ROUGH IN-Material	49,850.00		49,850.00	49,850.00			49,850.00	100.00%		4,985.00
92	GUESTROOM ROUGH IN-Labor	99,600.00		99,600.00	99,600.00			99,600.00	100.00%		9,960.00
93	OVERHEAD/ ROUGH IN-Material	3,650.00		3,650.00	3,650.00			3,650.00	100.00%		365.00
94	OVERHEAD/ ROUGH IN-Labor	6,500.00		6,500.00	6,500.00			6,500.00	100.00%		650.00
95	WIRE INSTALL-Material	4,500.00		4,500.00	4,500.00			4,500.00	100.00%		450.00
96	WIRE INSTALL-Labor	6,800.00		6,800.00	6,800.00			6,800.00	100.00%		680.00
97	GUESTROOM FINISHES-Material	850.00		850.00	850.00			850.00	100.00%		85.00
98	GUESTROOM FINISHES-Labor	1,250.00		1,250.00	1,250.00			1,250.00	100.00%		125.00
99											
100											
101	5TH FLOOR										
102	SLAB ROUGH IN-Material	3,400.00		3,400.00	3,400.00			3,400.00	100.00%		340.00
103	SLAB ROUGH IN-Labor	7,200.00		7,200.00	7,200.00			7,200.00	100.00%		720.00
104	GUESTROOM ROUGH IN-Material	49,550.00		49,550.00	49,550.00			49,550.00	100.00%		4,955.00
105	GUESTROOM ROUGH IN-Labor	98,650.00		98,650.00	98,650.00			98,650.00	100.00%		9,865.00
106	OVERHEAD/ ROUGH IN-Material	4,890.00		4,890.00	4,890.00			4,890.00	100.00%		489.00
107	OVERHEAD/ ROUGH IN-Labor	8,760.00		8,760.00	8,760.00			8,760.00	100.00%		876.00
108	WIRE INSTALL-Material	4,500.00		4,500.00	4,500.00			4,500.00	100.00%		450.00

CONTINUATION SHEET

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainages for line items may apply.

111 DOCUMENT 67013

Page 8 of 2
APPLICATION NO: 32
APPLICATION DATE: 7/10/18
PERIOD TO: 7/31/18

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)	%	BALANCE TO FINISH (C - G)	RETAINAGE
					FROM PREVIOUS APPLICATION (D+E-F)	THIS PERIOD (H - E)					
109	WIRE INSTALL-Labor	6,800.00		6,800.00	6,800.00	-		6,800.00	100.00%	-	680.00
110	GUESTROOM FINISHES-Material	650.00		650.00	650.00	-		650.00	100.00%	-	65.00
111	GUESTROOM FINISHES-Labor	800.00		800.00	800.00	-		800.00	100.00%	-	80.00
112				-				-			-
113				-				-			-
114	6TH FLOOR			-				-			-
115	SLAB ROUGH IN-Material	4,800.00		4,800.00	4,800.00	-		4,800.00	100.00%	-	480.00
116	SLAB ROUGH IN-Labor	9,750.00		9,750.00	9,750.00	-		9,750.00	100.00%	-	975.00
117	GUESTROOM ROUGH IN-Material	29,880.00		29,880.00	29,880.00	-		29,880.00	100.00%	-	2,988.00
118	GUESTROOM ROUGH IN-Labor	52,640.00		52,640.00	52,640.00	-		52,640.00	100.00%	-	5,264.00
119	OVERHEAD/ ROUGH IN-Material	6,640.00		6,640.00	6,640.00	-		6,640.00	100.00%	-	664.00
120	OVERHEAD/ ROUGH IN-Labor	8,950.00		8,950.00	8,950.00	-		8,950.00	100.00%	-	895.00
121	WIRE INSTALL-Material	7,850.00		7,850.00	7,850.00	-		7,850.00	100.00%	-	785.00
122	WIRE INSTALL-Labor	10,550.00		10,550.00	10,550.00	-		10,550.00	100.00%	-	1,055.00
123	GUESTROOM FINISHES-Material	1,450.00		1,450.00	1,100.00	350.00		1,450.00	100.00%	-	145.00
124	GUESTROOM FINISHES-Labor	2,850.00		2,850.00	2,150.00	700.00		2,850.00	100.00%	-	285.00
125				-				-			-
126	7TH FLOOR			-				-			-
127	SLAB ROUGH IN-Material	5,250.00		5,250.00	5,250.00	-		5,250.00	100.00%	-	525.00
128	SLAB ROUGH IN-Labor	11,250.00		11,250.00	11,250.00	-		11,250.00	100.00%	-	1,125.00
129	GUESTROOM ROUGH IN-Material	30,550.00		30,550.00	30,550.00	-		30,550.00	100.00%	-	3,055.00
130	GUESTROOM ROUGH IN-Labor	62,160.00		62,160.00	62,160.00	-		62,160.00	100.00%	-	6,216.00
131	OVERHEAD/ ROUGH IN-Material	6,200.00		6,200.00	6,200.00	-		6,200.00	100.00%	-	620.00
132	OVERHEAD/ ROUGH IN-Labor	8,750.00		8,750.00	8,750.00	-		8,750.00	100.00%	-	875.00
133	WIRE INSTALL-Material	8,600.00		8,600.00	8,600.00	-		8,600.00	100.00%	-	860.00
134	WIRE INSTALL-Labor	11,000.00		11,000.00	11,000.00	-		11,000.00	100.00%	-	1,100.00
135	GUESTROOM FINISHES-Material	1,300.00		1,300.00	900.00	400.00		1,300.00	100.00%	-	130.00
136	GUESTROOM FINISHES-Labor	2,650.00		2,650.00	1,825.00	825.00		2,650.00	100.00%	-	265.00
137				-				-			-
138	8TH FLOOR			-				-			-
139	SLAB ROUGH IN-Material	7,500.00		7,500.00	7,500.00	-		7,500.00	100.00%	-	750.00
140	SLAB ROUGH IN-Labor	12,050.00		12,050.00	12,050.00	-		12,050.00	100.00%	-	1,205.00
141	GUESTROOM ROUGH IN-Material	28,670.00		28,670.00	28,670.00	-		28,670.00	100.00%	-	2,867.00
142	GUESTROOM ROUGH IN-Labor	69,850.00		69,850.00	69,850.00	-		69,850.00	100.00%	-	6,985.00
143	OVERHEAD/ ROUGH IN-Material	5,750.00		5,750.00	5,750.00	-		5,750.00	100.00%	-	575.00
144	OVERHEAD/ ROUGH IN-Labor	9,800.00		9,800.00	9,800.00	-		9,800.00	100.00%	-	980.00

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CONTINUATION SHEET

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Page 7 of 2
APPLICATION NO: 32
APPLICATION DATE: 7/10/18
PERIOD TO: 7/31/18

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)	%	BALANCE TO FINISH (C - G)	RETAINAGE
					FROM PREVIOUS APPLICATION (D+E+F)	THIS PERIOD (H - E)					
145	WIRE INSTALL-Material	7,500.00		7,500.00	7,500.00	-		7,500.00	100.00%		10%
146	WIRE INSTALL-Labor	9,600.00		9,600.00	9,600.00	-		9,600.00	100.00%		960.00
147	GUESTROOM FINISHES-Material	2,600.00		2,600.00	1,800.00	800.00		2,600.00	100.00%		260.00
148	GUESTROOM FINISHES-Labor	6,740.00		6,740.00	4,610.00	2,130.00		6,740.00	100.00%		674.00
149											
150	3TH FLOOR-ROOF TERRACE										
151	SLAB ROUGH IN-Material	4,700.00		4,700.00	4,700.00			4,700.00	100.00%		470.00
152	SLAB ROUGH IN-Labor	5,800.00		5,800.00	5,800.00			5,800.00	100.00%		580.00
153	OVERHEAD/ ROUGH IN-Material	7,600.00		7,600.00	7,600.00			7,600.00	100.00%		760.00
154	OVERHEAD/ ROUGH IN-Labor	9,500.00		9,500.00	9,500.00			9,500.00	100.00%		950.00
155	WIRE INSTALL-Material	4,400.00		4,400.00	4,400.00			4,400.00	100.00%		440.00
156	WIRE INSTALL-Labor	6,300.00		6,300.00	6,300.00			6,300.00	100.00%		630.00
157	LIGHTING/DEVICE FINISHES-Material	10,500.00		10,500.00	6,300.00	2,100.00		8,400.00	80.00%	2,100.00	840.00
158	LIGHTING/DEVICE FINISHES-Labor	21,600.00		21,600.00	13,000.00	4,300.00		17,300.00	80.09%	4,300.00	1,730.00
159									#DIV/0!		
160									#DIV/0!		
161									#DIV/0!		
162	CHANGE ORDERS								#DIV/0!		
163	(BBC # 01) Switchboard LSP Upgrade (01)	19,491.47		19,491.47	19,491.47			19,491.47	100.00%		1,949.15
164	(BBC # 02) Busport Receptacles (02)	13,579.29		13,579.29	13,579.29			13,579.29	100.00%		1,357.93
165	(BBC # 04) Change Order #3-Mods #2 & #4 (03)	70,979.02		70,979.02	70,979.02			70,979.02	100.00%		7,097.90
166	(BBC # 15) FWO-Supplemental Instruction 36 Week 1 (14)	17,722.36		17,722.36	17,722.36			17,722.36	100.00%		1,772.24
167	(BBC # 05) Mod #1	(31,965.61)		(31,965.61)					0.00%		
168	(BBC # 15) FWO-Supplemental Instruction 36 Week 2 (15)	22,359.20		22,359.20	22,359.20			22,359.20	100.00%		2,235.92
169											
170	FWO L7 and L8 Cable Testing	2,595.05		2,595.05	2,595.05			2,595.05	100.00%		259.51
171	(BBC # 20) FWO 3rd Floor Shower Niche Switch Reworwk (21)	4,815.37		4,815.37	4,815.37			4,815.37	100.00%		481.54
172	(BBC # 15) FWO Rework Queen Mock Up	1,344.60		1,344.60	1,344.60			1,344.60	100.00%		134.46
173	(BBC # 15) FWO Rework King Mock Up	1,818.50		1,818.50	1,818.50			1,818.50	100.00%		181.85
174	FWO 1st Floor Chandelier Light Box Rework	1,505.37		1,505.37	1,505.37			1,505.37	100.00%		150.54
175	(BBC # 25) Modification #5	14,044.90		14,044.90	14,044.90			14,044.90	100.00%		1,404.49
176	Credit Line Item 168	-		-	(1,116.63)			(1,116.63)			
177	Credit Line Item 174	-		-	(20,000.00)			(20,000.00)			
178	(BBC # 06) Booster Heaters (04)	21,529.00		21,529.00	21,529.00			21,529.00	100.00%		2,152.90
179	(BBC # 07) Supplemental Instruction #25 (07)	14,032.77		14,032.77	14,032.77			14,032.77	100.00%		1,403.28
180	(BBC # 08) Mock Up Room Revisions (05)	3,361.00		3,361.00	3,361.00			3,361.00	100.00%		336.10

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CONTINUATION SHEET

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AIA DOCUMENT G702

Page 8 of 2

APPLICATION NO: 32
APPLICATION DATE: 7/10/18
PERIOD TO: 7/31/18

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)	%	BALANCE TO FINISH (C - G)	RETAINAGE
					FROM PREVIOUS APPLICATION (D+E+F)	THIS PERIOD (H - E)					
181	(BBC # 09) Private Dining (06)	2,592.30		2,592.30	2,592.30	-		2,592.30	100.00%	-	259.23
182	(BBC # 11) MSB New Switchboard (10)	150,625.59		150,625.59	150,625.59	-		150,625.59	100.00%	-	15,062.56
183	(BBC # 10) SI 39-Patisserie (08)	2,581.16		2,581.16	2,581.16	-		2,581.16	100.00%	-	258.12
184	Change Order SI 39-Guestrooms' Downlights (06)	2,083.87		2,083.87	2,083.87	-		2,083.87	100.00%	-	208.39
185	(BBC # 16) SI 39-Stair 4 (11)	6,932.57		6,932.57	6,000.00	-		6,000.00	86.55%	932.57	600.00
186	(BBC # 17) SI 40R1-Roof Ice Bar (12)	29,317.48		29,317.48	29,317.00	0.48		29,317.48	100.00%	-	2,931.75
187	(BBC # 18) Condensate Pumps (13)	2,423.50		2,423.50	2,423.50	-		2,423.50	100.00%	-	242.35
188	(BBC # 12) DD/LR Fixture Finish (16)	9,919.61		9,919.61	9,919.61	-		9,919.61	100.00%	-	991.96
189	(BBC # 19) Banquet UDS (18)	12,068.23		12,068.23	12,068.23	-		12,068.23	100.00%	-	1,206.82
190	(BBC # 23) Modification #7 (20)	42,719.96		42,719.96	42,719.96	-		42,719.96	100.00%	-	4,272.00
191	(BBC # 23) Modification #6 (19)	18,502.38		18,502.38	18,502.38	-		18,502.38	100.00%	-	1,850.24
192	(BBC # 20) Level 7 & 8 Cable (21)	67,933.67		67,933.67	52,000.00	-		52,000.00	76.55%	15,933.67	5,200.00
193	(BBC # 31) C/O DCI Corridor Markup/Changes Level 3 & 4 (17)	17,325.27		17,325.27	17,325.27	-		17,325.27	100.00%	-	1,732.53
194	(BBC # 31) C/O DCI Corridor Markup/Changes Level 5-8 (17)	27,066.82		27,066.82	27,066.82	-		27,066.82	100.00%	-	2,706.68
195	(BBC # 31) C/O SI #36 Level 5-8 & L3-4 Trim Out (17)	28,168.29		28,168.29	28,168.29	-		28,168.29	100.00%	-	2,816.83
196	(BBC # 30) Additional Low Voltage Sleeves	3,996.08		3,996.08	3,996.08	-		3,996.08	100.00%	-	399.61
197	Change Order Lighting Reconciliation	2,606.73		2,606.73	2,606.73	-		2,606.73	100.00%	-	260.67
198	(BBC # 24) Lower Concierge Soffits (29)	350.00		350.00	350.00	-		350.00	100.00%	-	35.00
199	(BBC # 21) Storm Sump Pump #4 (24)	12,718.14		12,718.14	12,718.14	-		12,718.14	100.00%	-	1,271.81
200	(BBC # 22) Supplemental Instruction #32 (22)	8,985.00		8,985.00	8,985.00	-		8,985.00	100.00%	-	898.50
201	(BBC # 23) Supplemental Instruction #42	3,286.63		3,286.63	3,286.63	-		3,286.63	100.00%	-	328.66
202	(BBC # 26) DC-04 Remobilization (25)	3,850.00		3,850.00	3,850.00	-		3,850.00	100.00%	-	385.00
203	(BBC # 27) Carolina Lanterns (26)	13,631.67		13,631.67	13,631.67	-		13,631.67	100.00%	-	1,363.17
204	(BBC # 28) Lobby Floor Box Power (27)	532.04		532.04	532.04	-		532.04	100.00%	-	53.20
205	(BBC # 29) SI #53 (28)	1,765.10		1,765.10		-		-	0.00%	1,765.10	-
206	Change Order BBC Field Site Field Office	3,632.45		3,632.45	3,632.45	-		3,632.45	100.00%	-	363.25
207	Sea / Retail	306.92		306.92		-		-	0.00%	306.92	-
208						-			#DIV/0!	-	-
209	CCD 004 Boardroom	662.04		662.04	662.04	-		662.04	100.00%	-	66.20
210	CCD 005 Wall Out for Plenum / Transfer Air					-			#DIV/0!	-	-
211	CCD 006 Stair #4	271.66		271.66	271.66	-		271.66	100.00%	-	27.17
212	CCD 007 SI62R1 Dining Outlets	3,028.13	1,717.87	4,746.00	3,028.13	1,717.87		4,746.00	100.00%	-	474.60
213	CCD 008 Manager's Apartment	5,386.89	1,388.54	6,775.43	5,386.89	1,388.54		6,775.43	100.00%	-	677.54
214	CCD 010 Make Up Air Changes	637.10		637.10		637.10		637.10	100.00%	-	63.71
215	(BBC #33) Smoke Detector Relocation (30)	10,053.95		10,053.95		10,053.95		10,053.95	100.00%	-	1,005.40
216	(BBC #34) RF1 1118 GFCI Outlet at Vanity Relsos (30)	686.88		686.88		686.88		686.88	100.00%	-	68.69

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AIA DOCUMENT G702

Page 3 of 2

APPLICATION NO: 32
APPLICATION DATE: 7/10/18
PERIOD TO: 7/31/18

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 (H - E)					
217									#DIV/0!		10%
218									#DIV/0!		-
219									#DIV/0!		-
220									#DIV/0!		-
221									#DIV/0!		-
222									#DIV/0!		-
223									#DIV/0!		-
224									#DIV/0!		-
225									#DIV/0!		-
226									#DIV/0!		-
227									#DIV/0!		-
GRAND TOTALS		4,637,652.40	0.00	4,637,652.40	4,480,764.71	26,089.82	0.00	4,506,854.53	97.18%	130,797.87	452,797.12

Balfour Beatty Construction

TIER RELEASE SCHEDULE

Job Name	Hotel at Marion Square		
Job #	13026000		

Date Prepared:	7/10/2018
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PRIME SUB'S NAME	Watson Elect
Attachment for Pay Req #:	32
for Month Ending:	7/31/2018

A	B	C	D	E	F	G	H	I	J	K
Subcontractors/Suppliers List all subs or suppliers who will perform work for this contract. List Address & Phone Number	Indicate if tier is based in county of Project	Notice to Owner Filed?(NTO) (Yes/No)	Date NTO Filed:	Bonded Sub? (Yes/No)	Has tier billed for work to date? select: (Yes/No)	Cumulative dollar amount tier billed for work/materials to date:	Tier's most recent invoice is dated through:	Tier's most recent release is dated through: (as noted on releases)	Tier's most recent release is PARTIAL or FINAL? Select One	Comments:
SAMPLE TIER 123 Example Dr. Somewhere, NC 27607 919-834-1234	yes - PIT	NO	N/A		YES NO	\$12,123.00	4/27/2010	3/31/2010	FINAL	thru March 2010
NextGen LLC 131 Delliana Way, Suite B Summerville, SC 29483 843-871-8630	Yes	No	N/A	No	YES (NO)	\$192,253.13	3/31/2018	3/31/2018	FINAL	
Shealy Electrical Wholesalers 10009 Highway 78 Ladson, SC 843-879-0232	No	No	N/A	No	(YES) NO	\$2,340,456.05	3/28/2018	3/28/2018	FINAL	
Hagemeyer North America 4790 Goar Drive North Charleston, SC 29406 843-991-6832	Yes	No	N/A	No	YES (NO)	\$395,013.18	6/12/2018	6/12/2018	FINAL	
Lightning Protection Solutions Marietta, Ga 770-402-1789	No	No	N/A	No	YES (NO)	\$51,756.00	12/12/2017	12/12/2017	FINAL	
Chapman Company 3168 Sand Marsh Lane Mt Pleasant, SC 29566 843-981-0051	Yes	No	N/A	No	YES (NO)	\$9,841.30	12/12/2017	12/12/2017	FINAL	
LMW, LLC (excavator) 111 Linwood Drive Summerville, SC 843-871-4604	No	No	N/A	No	YES (NO)	\$0.00 N/A			PARTIAL (FINAL)	
					YES NO				PARTIAL	
					YES NO				PARTIAL	
					YES NO				PARTIAL	
					YES NO				PARTIAL	

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

KNOW ALL MEN BY THESE PRESENTS:

That Watson Electrical (the "Lienor") for and in consideration of the payment of the sum of **\$15,348.99** and other good and valuable consideration paid by Balfour Beatty Construction, LLC (the "Contractor") or Library Associates, LLC ("Owner"), receipt of which is hereby acknowledged, hereby releases, waives and quit claims to Contractor, the Owner, and their respective successors and assigns, all liens, lien rights, claims or demands of any kind whatsoever, which Lienor now has or might have against Contractor and/or Owner and/or the buildings and improvements on the premises legally described as: See Exhibit "A" attached hereto (the "Property") on account of labor and services performed and/or material furnished for the construction of any improvements thereon; except for retention, and open change order requests, claims or disputes identified as follows:

That the undersigned has the right and authority to execute this Conditional Partial Waiver and Release of Lien on behalf of the Lienor. That this is a waiver of all lien rights and other claims which Lienor has against the Property, the Contractor, and the Owner for all labor, material and services performed thereon, including all extras and change orders, that all laborers retained or employed by the Lienor for construction of improvements on the Property, all suppliers and sub-contractors of Lienor who have furnished labor, material and services for the undersigned for the construction of improvements on the Property, and all labor, services and materials used by the undersigned in the construction of said improvements, have been paid in full for work performed or materials supplied, up to and including the 30 day of June, **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 UNISHMENT CAN BE MADE IN ACCORDANCE WITH THE LAWS OF THE STATE OF SOUTH CAROLINA.

IN WITNESS THEREOF, I have hereunto set my hand seal this 16 day of July, **2018**.

Signed, sealed and delivered
in the presence of:

Cherie Clubb
Signature
Cherie Clubb
Print Name

Watson Electrical LLC
a South Carolina corporation

Signature
Dale J Winovich, Project Manager
Print Name & Title

STATE OF South Carolina

COUNTY OF Charleston

The foregoing instrument was acknowledged before me this 12 day of June, **2018**, by Dale J Winovich, Project Manager of Watson Electrical a South Carolina corporation on, on behalf of the corporation. He/she is personally known to me or has produced driver's license (type of identification) as identification.

My Commission Expires:



Cherie Clubb
NOTARY PUBLIC, STATE OF SC

CHANGE ORDER LOG
21046 MARION SQUARE HOTEL
#21046



N/A (numbering sequence only, C/O still valid).

TOTAL SUBMITTED \$ 1,693,878.13
TOTAL APPROVED \$ 529,245.60

CO #	CO \$	Description	ESQ	Submit Date	Status	FWO / LUMP	Exchm Days Requested	Approved \$	Rejected	Status (BKC)	Notes	Discontinue
1	\$	Blusport Devices		7/18/2015	Approved	LUMP	2	\$ 14,043.94				
2		Guestroom HVAC Room Controls		7/17/2015	Rejected	LUMP			\$ 260.01			
3		6" Soda Lines Chases		7/20/2015	Not Accepted	LUMP			\$ 18,538.37			
4		RFI #49 Sublevel Comm Conduits		8/14/2015	Not Accepted	LUMP			\$ 11,459.58			
5		ROM Lightning Protection		8/25/2015	Not Accepted	LUMP			\$ 9,043.00			
6	\$	Switchgear/transformer size increase		CO01	Approved	LUMP	0	\$ 19,481.00			Suppl Inst #13 Returned submittal	
7		Proposed Combined Guestroom-ROM		10/6/2015	Not Accepted	LUMP			\$ (10,173.24)			
8		Modification #1		12/1/2015	Approved	LUMP	3		\$ (31,985.61)			X
9		Supplemental Ins #21		10/27/2015	Outstanding	LUMP			\$ 60,570.81		included in future Mods and some items eliminated in design	
10	\$ 5,600.00	King Street SCE&G Primary Extensions		10/26/2015	Outstanding	LUMP	1					
11	\$	ROM Car Changers		INCL MOD #4	Approved	LUMP		\$ 3,381.20			Revised	X
12	\$	Mock Up Room Changers		1/5/2016	Approved	LUMP	8	\$ 20,145.32			Rejected. Owner will furnish.	
13	\$	Modification #2		9/9/2016	Approved	LUMP			\$ 847.00		Trained welding for office trailer.	
14		Guestroom Closet Fixtures		1/4/2016	Rejected	LUMP			\$ 41,730.73		Fresh upgrade in submittal.	
15	\$	Office Trailer		1/4/2016	N/A	LUMP					Verbal rejection. Unconfirmed	
16	\$	Light Fixture Design Changes		1/15/2016	Approved	LUMP		\$ 9,199.61			Revised/Vehicle chargers removed	X
17		RFP 3rd Floor Terrace Lanterna		4/14/2016	Rejected	LUMP			\$ 19,843.87		Complete price pending. Received C/O.	
18	\$	Modification #4		9/9/2016	Approved	LUMP	10	\$ 50,833.70				
19		Supplemental Ins #25		6/6/2016	Approved	LUMP	5	\$ 14,092.00				
20		Fixtures, CC2 & CCH (Lanterna) Lens Change		5/16/2016	Rejected	LUMP			\$ 6,735.02			
21	\$	UNUSED		5/16/2016	Rejected	LUMP						
22	\$	Mod #5		8/8/2016	Approved	LUMP	7	\$ 19,316.91			Revised. Orig \$19,316.91	X
23		Service Conduit Rework			Outstanding	LUMP						
24		Mod #6		8/25/2016	Approved	LUMP	10	\$ 18,502.38			Revised. Orig \$18,502.38	X
25	\$	UNUSED			Approved	LUMP						
26		RFO 0635 SP-4 Storm Sump Pump		9/7/2016	Approved	LUMP	5	\$ 12,718.14				
27		Mod #7		9/23/2016	Approved	LUMP	12	\$ 42,719.96			Revised. Orig \$42,697.17	X
28		Coordination Study		12/2/2016	Rejected	LUMP			\$ 8,584.25			
29	\$	Carolina Lanterna Brackets		11/7/2016	Approved	LUMP		\$ 43,631.67			Incomplete documentation to price from. SP-5 unconfirmed. Subsequent separate price for UDS Fender.	
30		SI #32			Approved	LUMP	8	\$ 8,985.00			Guestrooms not built to mock up.	
31	\$ 3,049.38	Private Dining 147-wall and ceiling changes		2/1/2017	Outstanding	LUMP						
32	\$ 11,905.58	Stud Spacing Change from mock up		12/1/2016	Outstanding	LUMP						
33		11/21/16 Field Training Perchall		11/21/2017	Rejected	LUMP			\$ 403.54			
34	\$	Vehicle Lift Upgrades-ROM PRICE		12/20/2016	Rejected	LUMP	5		\$ 16,950.08		Not required. Lift company changed Price pending. Unable to complete pricing. Priced as SI #36/36R	
40	\$	Mod #8				LUMP						
42	\$	8th Floor-Damaged Cables Conduit		1/16/2017	Outstanding	LUMP	0					
43	\$	UDS 2nd Floor Fender		1/9/2017	Approved	LUMP	3	\$ 12,058.23				
44	\$	Booster Heaters		2/7/2017	Approved	LUMP	5	\$ 21,820.00			Changes from documents not Costs included in CO 31 final pricing.	
45	\$	FWO-Private Dining 147		1/4/2017	Approved	LUMP	0	\$ 2,592.30			Related to SI #26	X
49	\$ 17,325.27	DCI Corridor Markups L3-L4		2/10/2017	Outstanding	LUMP	15				Failed but no c/o received.	X
50	\$ 4,013.46	Low Volt Sirens		2/10/2017	Outstanding	LUMP						
54	\$ 27,066.82	DCI Corridor Markups L5-L8		2/9/2017	Outstanding	LUMP	15					

DEFENDANT LIBRARY ASSOCIATES, LLC

TRIAL EXHIBIT #5

Part 2 of 2

55		NEW 1200 AMP service			2/21/2017	Outstanding	LUMP					Old pricing. Revised.
55.1	\$	SI #39 New 1200 amp Switchboard MSB2			3/14/2017	Approved	LUMP	15	\$ 150,625.59			Revised 03-17-17
60.1	\$	32,291.29 SI #36 L5-L8, Including L3-L4 Trim out			5/30/2017	outstanding	LUMP	9				Includes devices only for L3/L4 and rough in and devices for L5-L8, L3, L4 rough in performed on FWO previously.
N/A	\$	LA water damaged recessed housings			5/30/2017	outstanding	LUMP			\$ 5,475.29		2 & 7 (9) total water damaged LA recessed can housings L2. Per Tim Spano BBC opts not to purchase replacement fixtures.
62	\$	Floors 3-8 SI#36			3/24/2017	Outstanding	LUMP					777 \$32291.29
63.1	\$	2,606.73 Lighting Changes-Reconciliation			Pending	outstanding	LUMP					Includes EE (-\$13,799), CZ (-\$13,690), J4 \$30,095.73
64.1		SI #39-Patisserie/Upper Crust			5/17/2017	Approved	LUMP		\$ 2,581.16			1st
65		UNUSED					LUMP					
65.1	\$	306.92 SI #39-Spa/Retail			5/22/2017	outstanding	LUMP					
66.1	\$	SI #39-Reception			5/19/2017	Rejected	LUMP			\$ 857.02		Owner Declined
67.1	\$	SI #40R1			5/22/2017	Approved	LUMP		\$ 32,211.10			
68.1	\$	SI #39-Concierge			5/23/2017	Rejected	LUMP			\$ 11,302.58		Owner Declined
69.1	\$	SI #39-Lobby			5/26/2017	Rejected	LUMP			\$ 4,487.04		Owner Declined
70.1	\$	SI #39-Stair 4			5/25/2017	Approved	LUMP		\$ 6,932.57			
71.1	\$	SI #39-Private Dining and Dining L1			5/25/2017	Rejected	LUMP			\$ 6,418.29		
72.1	\$	SI #39-Guestrooms			5/26/2017	outstanding	LUMP		\$ 2,083.87			
73	\$	Guest Room Closet Switch			4/17/2017	rejected	LUMP			\$ 24,740.94		
73.1	\$	734.31 SI #39-level 2 Areas			5/26/2017	outstanding	LUMP					
74.1	\$	11,018.79 SI #44R1			6/2/2017	outstanding	LUMP					
75.1	Pending	SI #41			Pending	outstanding	LUMP					Guestroom, Boardroom, Pre
77.1	Pending	New Exit Lighting				outstanding	LUMP					
78	\$	150,625.59 NEW 1200 AMP service			7/5/2017	outstanding	LUMP					Revision of CO #55
78.1	Pending	Rework of smokes in various rms-soffits				outstanding	LUMP					Pending FWO's
79	\$	Guest Room Closet Switch			5/30/2017	rejected	LUMP			\$ 29,121.42		Revision of CO #73
80.1	Pending	Rework of L1 20 receptacles				outstanding	LUMP					
81.1	Pending	Rework of Misc SI 39				outstanding	LUMP					
82.1		Lutron Revised Controls-per SI 39				outstanding	LUMP					
83.1	Pending	Spray Foam Temp Power				outstanding	LUMP					
85		SI #39- Patisserie			5/22/2017	Approved	LUMP		\$ 2,581.16			
85.1		Revision of MOD 5			7/31/2017	Approved	LUMP		\$ 14,044.91			Revision of CO #22
86	\$	306.92 SI #39- Spa / Retail			5/23/2017	outstanding	LUMP					
86.1		Revision of MOD 6			6/16/2017	Approved	LUMP		\$ 18,502.38			Revision of CO #24
N/A		Elevator 1-4 feed relocation			FWO	N/A	LUMP			\$ -		No charge.
87.1		Revision of MOD 7			7/18/2017	Approved	LUMP		\$ 42,719.96			Revision of CO #27
N/A	\$	(941.00) Ballroom RCP revisions-LM1 downlights			6/27/2017	outstanding	LUMP					Revisions made to Ballroom barrel ceiling per design team to make light fixtures install correctly.
88	\$	SI #40R1			7/28/2017	approved	LUMP		\$ 29,317.48			
89	\$	SI #39- Concierge			5/23/2017	Rejected	LUMP		\$ 11,302.58			
90		UNUSED					LUMP					
91	\$	857.05 SI #39- Reception			6/19/2017	outstanding	LUMP					
92	\$	412.97 SI #39- Boardroom			7/10/2017	outstanding	LUMP					
93	\$	13,546.34 SI #39- Lutron Controls duplicate			5/22/2017	outstanding	LUMP					
94	\$	4,487.04 SI #39- Lobby			5/26/2017	outstanding	LUMP					
95	\$	SI #39-Stair 4			6/9/2017	outstanding	LUMP		\$ 6,932.57			
96	\$	6,418.29 SI #39- Dining 146/147			6/20/2017	outstanding	LUMP					
97	\$	SI #39- Guestrooms			5/26/2017	Approved	LUMP		\$ 2,083.87			
99	\$	Replacement LA Fixtures Water Damage			5/30/2017	rejected	LUMP		\$ 5,475.29			
99	\$	11,018.79 SI #44R1			6/2/2017	outstanding	LUMP					
101		SI #42			6/30/2017	Approved	LUMP		\$ 3,286.63			
102	\$	4,425.30 SI #48			7/20/2017	outstanding	LUMP					
110	\$	418.06 FWO Damaged MC cable			5/30/2017	outstanding	FWO					
111	\$	(941.00) Ballroom down lights in barrel ceiling			6/27/2017	outstanding	FWO					
112	\$	9,065.89 Mod 5&6 move smoke detectors FL 3.4.5			6/30/2017	outstanding	FWO					
113	\$	341.09 Install Recp for spray on 5th floor			7/18/2017	outstanding	LUMP					
114	\$	- Condensate Pumps			7/7/2017		LUMP		\$ 2,423.50			

Supp. Vol. 7

		GCD 005						FWD	1				Extended wall sconce box on 1st FL stair # 4	X
175	\$	271.66	COD 006					FWD						X
176	\$	3,598.76	COD 007					FWD	3				Private dining revisions	X
177	\$	5,768.46	COD 008					FWD	8				Changes to MGR APT	X
			COD 009					FWD						X
179	\$	657.10	COD 010					FWD					9th Floor make up air changes	X
179	\$	3,697.28	COD 011					FWD	6				Drain pan alarms	X
TOTAL	\$	1,602,876.13							156	\$	1,528,245.00	\$	320,010.21	

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

KNOW ALL MEN BY THESE PRESENTS:

That Watson Electrical (the "Lienor") for and in consideration of the payment of the sum of **\$23,48.41** and other good and valuable consideration paid by Balfour Beatty Construction, LLC (the "Contractor") or Library Associates, LLC ("Owner"), receipt of which is hereby acknowledged, hereby releases, waives and quit claims to Contractor, the Owner, and their respective successors and assigns, all liens, lien rights, claims or demands of any kind whatsoever, which Lienor now has or might have against Contractor and/or Owner and/or the buildings and improvements on the premises legally described as: See Exhibit "A" attached hereto (the "Property") on account of labor and services performed and/or material furnished for the construction of any improvements thereon; except for retention, and open change order requests, claims or disputes identified as follows:

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

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

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

Signed, sealed and delivered
in the presence of:

Cherie Clubb

Signature

Cherie Clubb

Print Name

Watson Electrical LLC

a South Carolina corporation

Dale J Winovich

Signature

Dale J Winovich, Project Manager

Print Name & Title

STATE OF South Carolina

COUNTY OF Charleston

The foregoing instrument was acknowledged before me this 18 day of July, 2018, by Dale J Winovich, Project Manager of Watson Electrical a South Carolina corporation on, on behalf of the corporation. He/she is personally known to me or has produced driver's license (type of identification) as identification.

Cherie Clubb

NOTARY PUBLIC, STATE OF SC

y Commission Expires:



Balfour Beatty
Construction

Exhibit D2

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

The undersigned,

BSE/Shealy Electrical
(Name of Vendor)

, pursuant to a contract or agreement with:

Balfour Beatty Construction, LLC

("BBC"),

Watson Electrical
(Name of Subcontractor)

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

Street Address

Charleston

, and is owned by

Library Associates, LLC.

("Owner").

(Name of Owner)

Subcontractor has been paid and received payment of \$ \$ 50 - the sufficiency of which is hereby acknowledged and confessed,and as such Subcontractor hereby: (1) waives, releases and relinquishes any and all liens and claims of lien, actual or potential, and bonds or bond rights, for the Work performed, rendered, supplied or furnished by Subcontractor for or with respect to the Project through 3/29/2018

(Insert date through which release is given)

(the "Release Period"); and, (2) waives, releases and relinquishes any and all claims for payment for Work performed, rendered, supplied or furnished by the Subcontractor for or with respect to the Project through the Release Period including any claims for extended or additional job costs and overhead, lost profits, impact 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 retainage amounts and compensation for extra work but only to the extent such extra work is specifically identified below:

NA

(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.)

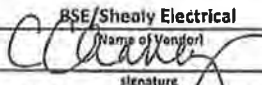
Subcontractor hereby acknowledges payment in full of all amounts previously being due and payable to the undersigned for the Work. Subcontractor further affirms, represents and warrants that, except as noted above: (1) Subcontractor has no lien or claim of lien, either actual or claim of lien, either 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 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 giving up those rights. This document is enforceable against you if you sign it, even if you have not been paid. If you have not been paid, use a conditional release form.

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

Given under hand and seal this 10th day of July 20 18BSE/Shealy Electrical

(Name of Vendor)



signature

By:

Charity Chaney - Credit Analyst

(Print or Type the Signer's Name and Title)

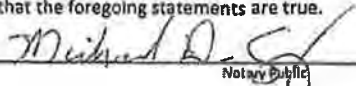
STATE OF

SC

COUNTY OF

LexingtonThe foregoing instrument was signed, sealed and acknowledged before me this 10th day of July 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:



Notary Public

My Commission expires:



Pay App 32 July 2018

STORED MAT TOTAL

STORED ADDS

	MATERIAL SUPPLIER	OPENING INVENTORY	INVENTORY ADDITIONS THIS PERIOD
January	SHEALY	\$ 588,541.39	
February	SHEALY	\$ 298,541.39	\$ 405,545.61
March	SHEALY	\$ 503,087.00	\$ -
APRIL	SHEALY	\$ 447,087.00	\$ -
May	SHEALY	\$ 304,087.00	
June	SHEALY	\$ 229,087.00	
July	SHEALY	\$ 229,087.00	
August	SHEALY	\$ 229,087.00	
September	SHEALY	\$ 229,087.00	
October	SHEALY	\$ 150,087.00	
November	SHEALY	\$ 142,087.00	
December	SHEALY	\$ 137,087.00	
January	SHEALY	\$ 116,587.00	
February	SHEALY	\$ 100,937.00	
March	SHEALY	\$ 88,937.00	
April	SHEALY	\$ 63,437.00	
May	SHEALY	\$ 63,437.00	
June	SHEALY	\$ 63,437.00	
July	SHEALY	\$ 63,437.00	

ALL MATERIAL PER THIS STORED MATERIA
UNUSED LIGHT FIXTURES REQUIRE SIGNA

MOVED TO SITE INVENTORY USED THIS PERIOD	IN STORAGE CLOSING INVENTORY
\$ 290,000.00	\$ 298,541.39
\$ 201,000.00	\$ 503,087.00
\$ 56,000.00	\$ 447,087.00
\$ 143,000.00	\$ 304,087.00
\$ 75,000.00	\$ 229,087.00
\$ -	\$ 229,087.00
\$ -	\$ 229,087.00
\$ -	\$ 229,087.00
\$ 79,000.00	\$ 150,087.00
\$ 8,000.00	\$ 142,087.00
\$ 5,000.00	\$ 137,087.00
\$ 20,500.00	\$ 116,587.00
\$ 15,650.00	\$ 100,937.00
\$ 12,000.00	\$ 88,937.00
\$ 25,500.00	\$ 63,437.00
	\$ 63,437.00
	\$ 63,437.00
	\$ 63,437.00
\$ 63,437.00	\$ -

AL LOG HAS BEEN MOBILIZED TO THE CONSTRUCTION SITE.
TURE FOR TUNROVER TO OWNER.

Barnha, .four Beatty

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

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

PROJECT: HOTEL AT MARION SQUARE - Cor

18

Distribution to:

☒	OWNER
☒	ARCHITECT
☒	INSPECTOR

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

PERIOD TO: 42674

PROJECT NO: #13026000

CONTRACT FOR: CONSTRUCTION

CONTRACTOR'S APPLICATION FOR PAYMENT

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

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.

1. ORIGINAL CONTRACT SUM \$ 1,071,713.00
2. Net change by Change Orders \$ 211,307.00
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 1,283,020.00

SUBCONTRACTOR:
By: David Stambulat Date: 7/19/18

4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 1,164,997.00

CONTRACTOR

5. RETAINAGE \$ 58,249.85
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total) \$ 1,106,747.15

By: Date:

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 1,015,360.95

CONSTRUCTION MANAGER:

By: Date:

8. CURRENT PAYMENT DUE \$ 91,386.20

9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)

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 \$ 91,386.20

CHARGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total charges approved in previous months by Owner	\$179,332.00	\$0.00
Total approved this Month	\$211,307.00	\$0.00
TOTALS	\$390,639.00	\$0.00
NET CHARGES BY Change Order	\$211,307.00	

I hereby certify that I am a duly registered architect under the laws of the State of North Carolina and that I am duly licensed to practice as an architect in the State of North Carolina.

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.

THE AMERICAN INSTITUTE OF ARCHITECTS - 1900 L STREET, N.W. - WASHINGTON, D.C. 20006-4202

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

CONTINUATION SHEET

AIA Document C702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached

in tabular form below and are stated to the best of their knowledge

Use Column 1 for Contract - when suitable language for this item may apply

AIA DOCUMENT G-703

Barnh / Beatty

Page 2 of 2

APPLICATION NO:
7/18/18
APPLICATION DATE:
7/31/18
PERIOD TO:

BID PACKAGE #	CONTRACTOR	SCHEDULED VALUE	TOTAL CHANGE ORDERS	REVISED CONTRACT	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR EI)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	%	BALANCE TO FINISH (C-G)	RETAINAGE
					FROM PREVIOUS APPLICATION (D-E-F)	THIS PERIOD (H-E)					
1	1st Floor - Millwork	296,567.00	-	296,567.00	285,626.00	2,076.00	-	287,702.00	97.01%	8,865.00	14,385.10
2	1st Floor - Casework	163,776.00	-	163,776.00	120,648.00	37,833.00	-	158,281.00	96.64%	5,486.00	7,914.05
3	2nd Floor - Millwork	255,473.00	-	255,473.00	251,310.00	278.00	-	251,588.00	98.48%	3,885.00	12,579.40
4	2nd Floor - Casework	42,175.00	-	42,175.00	41,243.00	933.00	-	42,175.00	100.00%	(1.00)	2,106.80
5	2nd Floor Spa - Millwork	44,442.00	-	44,442.00	44,352.00	90.00	-	44,442.00	100.00%	-	2,222.10
6	Concierge - Millwork	16,340.00	-	16,340.00	15,523.00	-	-	15,523.00	95.09%	817.00	776.15
7	Concierge - Casework	4,654.00	-	4,654.00	-	-	2,327.00	2,327.00	50.00%	2,327.00	116.35
8	Managers Apartment - Millwork	36,306.00	-	36,306.00	-	-	-	-	0.00%	36,306.00	-
9	Managers Apartment - Casework	20,133.00	-	20,133.00	-	-	-	-	0.00%	20,133.00	-
10	Roofing - Millwork	53,958.00	-	53,958.00	53,958.00	-	-	53,958.00	100.00%	1.00	2,597.90
11	Roofing - Casework	48,193.00	-	48,193.00	25,471.00	19,476.00	-	44,947.00	93.26%	3,246.00	2,247.35
12	Elevator Lobbies - Millwork	26,608.00	-	26,608.00	26,608.00	-	-	26,608.00	100.00%	-	1,330.30
13	Elevator Cabinets	36,949.00	-	36,949.00	-	-	-	-	0.00%	36,949.00	-
14	Bonding	26,140.00	-	26,140.00	26,140.00	-	-	26,140.00	100.00%	-	1,307.00
15	Change Order 1	30,013.00	-	30,013.00	30,013.00	-	-	30,013.00	100.00%	-	1,580.65
16	Change Order 2	126,086.00	-	126,086.00	124,680.00	1,406.00	-	126,086.00	100.00%	-	6,304.40
17	Change Order 3	2,398.00	-	2,398.00	2,398.00	-	-	2,398.00	100.00%	-	119.80
18	Change Order 4 (Moved from CCD 006 - May)	1,949.00	-	1,949.00	1,949.00	-	-	1,949.00	100.00%	-	97.45
19	CCD 004 - Boardroom TV	1,253.00	-	1,253.00	1,253.00	-	-	1,253.00	100.00%	-	82.65
20	CCD 006 - Stair 04	5,116.00	-	5,116.00	5,116.00	-	-	5,116.00	100.00%	-	255.80
21	CCD 008 - Manager's Apartment	44,490.00	-	44,490.00	12,515.00	31,975.00	-	44,490.00	100.00%	-	2,224.50
22	CCD 009a - Registration	-	-	-	-	-	-	-	#DIV/0!	-	-
23	CCD 009b - Bell Hop	-	-	-	-	-	-	-	#DIV/0!	-	-
24	CCD 009c - Managers Stair	-	-	-	-	-	-	-	#DIV/0!	-	-
25	-	-	-	-	-	-	-	-	#DIV/0!	-	-
26	-	-	-	-	-	-	-	-	#DIV/0!	-	-
GRAND TOTALS		1,283,620.00	0.00	1,283,620.00	1,068,801.00	93,689.00	2,327.00	5,164,897.00	98.94%	118,023.06	58,749.05

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

KNOW ALL MEN BY THESE PRESENTS:

That Low Country Case and Millwork (the "Lienor") for and in consideration of the payment of the sum of \$ 91,386.20 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 19th day of July, 2018

Signed, sealed and delivered
in the presence of:

Constance A. Polacek
Signature
Constance A. Polacek
Print Name

Low Country Case & Millwork
a South Carolina corporation

David Stasiukaitis
Signature
David Stasiukaitis, CEO
Print Name & Title

STATE OF South Carolina
COUNTY OF Charleston

The foregoing instrument was acknowledged before me this 19th day of July, 2018 by David Stasiukaitis CEO of Low Country Case & Millwork a SC corporation on, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

Amy E. Stasiukaitis
NOTARY PUBLIC, STATE OF SC

My Commission Expires: 4-4-2022



TIER RELEASE SCHEDULE

[illegible]

Material Bill of Sale

TO: Balfour Beatty Construction, LLC

REGARDING: Material Bill of Sale, Conditional Upon Receipt of Payment

DATE: 07/16/18

We hereby transfer, convey and assign title for the property described below and located at the address indicated below to BALFOUR BEATTY CONSTRUCTION, LLC for the sum of (\$2,327.00) Dollars.

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

Material Description: Concierge Casework

Stored Address: 4144 Carolina Commerce Parkway, Ladson, SC 29456

Sum Total Value: \$2,327.00

Witness:

Constance A. Polacek
Constance A. Polacek

Subcontractor:

David Stasiukaitis

David Stasiukaitis, CEO
Name & Title

State of South CarolinaCounty of Charleston

The foregoing instrument was acknowledged before me this 16th day of July
20 18, by David Stasiukaitis as CEO
of Low Country Case & Millwork

My Commission Expires: Aug E. Stasiukaitis
Notary Public



STORAGE RECEIPTDate: 07/16/18

This is to certify that the undersigned holds on storage at 4144 Carolina Commerce Parkway the following described building material, consisting of and that it will deliver or surrender same to Balfour Beatty Construction, LLC at the Jobsite or other designated location; All payments due for said material in the amount of \$2,327.00, not including the amount of \$232.70, being held as retainage under the Agreement between Balfour Beatty Construction, LLC and Low Country Case and Millwork (Subcontractor/Vendor) having been made and are hereby acknowledged by the undersigned.

Low Country Case and Millwork (Subcontractor/Vendor) does hereby acknowledge responsibility to deliver and install concierge casework in accordance with the agreements between Balfour Beatty Construction, LLC and Low Country Case and Millwork (Subcontractor/Vendor) for the Common Areas millwork @ Hotel Marion Square (scope of work).

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

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

BY: _____
Warehouseman (if applicable)

BY: David Stainhet
Subcontractor / Vendor

BY: _____
Balfour Beatty Construction, LLC



ELECTRONICALLY FILED - 2023 May 15 2:49 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

DATE: July 16, 2018
Invoice #: 2016-01 008.03
JOB NAME: HMS CCD 008
Manager's Apartment

Balfour Beatty

			<u>Subtotal</u>	<u>Overhead (15%)</u>	
Materials			\$13,634	\$2,045	\$15,679
Labor	<u>Hours</u>	<u>Rate</u>	<u>Subtotal</u>	<u>Overhead (15%)</u>	
CEO	1.0	\$100	\$100	\$15	\$115
Accounting	1.5	\$40	\$60	\$9	\$69
Estimating	8.0	\$40	\$320	\$48	\$368
PM	76.75	\$75	\$5,756	\$863	\$6,620
Engineer	0.0	\$75	\$0	\$0	\$0
CNC	0.0	\$75	\$0	\$0	\$0
Manufacturing	38.5	\$30	\$1,155	\$173	\$1,328
Finishing	11.0	\$30	\$330	\$50	\$380
Install Supervisor	10.0	\$60	\$600	\$90	\$690
Installation	390.0	\$40	\$15,600	\$2,340	\$17,940
	536.75		\$23,921	\$3,588	\$27,509
Subtotal					\$43,188
AWI Fee					\$216
Bonding					\$1,085
TOTAL					\$44,400
LESS: Invoice 2016-01.008.01					-\$4,405
LESS: Invoice 2016-01.008.02					-\$8,110
				TOTAL	\$31,875



AM

Barnhart Jr Beatty

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF TWO PAGES

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

PROJECT: HOTEL AT MARION SQUARE

APPLICATION NO: 19

Distribution to:

☒ OWNER
☒ ARCHITECT
☒ INSPECTOR

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

VIA ARCHITECT:

PERIOD TO: 42674

PROJECT NO: #13026000

CONTRACT FOR CONSTRUCTION

CONTRACTOR'S APPLICATION FOR PAYMENT

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

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.

- 1. ORIGINAL CONTRACT SUM \$ 1,051,032.00
- 2. Net change by Change Orders \$ 519,918.90
- 3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 1,570,950.90

SUBCONTRACTOR
By: David Starnishat Date: 7/19/18

- 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 1,551,175.90

CONTRACTOR

- 5. RETAINAGE: \$ 77,558.80
- 6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total) \$ 1,473,617.11

By: Date:

- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)

CONSTRUCTION MANAGER:

By: Date:

- 8. CURRENT PAYMENT DUE \$ 37,848.95

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.

- 9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)

AMOUNT REQUESTED

\$ 37,848.95

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$548,215.90	(5719.00)
Total approved this Month	\$1,902.00	(\$2,480.00)
TOTALS	\$550,117.90	(\$5,199.00)
NET CHANGES by Change Order	\$545,918.90	

Attach explanation of amount requested differs from the amount applied. Initial all requests on this application and note any explanation. Sign 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 all rights of the Owner or Contractor under this Contract.

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

CONTINUATION SHEET

ALL DOCUMENTS, WITH EXCEPTS, MUST BE FILED WITHIN 10 BUSINESS DAYS OF THE DATE OF THE COURT ORDER. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY BE CAUSE FOR THE COURT TO DISMISS THE CASE OR TO TAKE SUCH OTHER ACTION AS IT DEEMES APPROPRIATE.

On 4/10/2023, the Court has entered an order regarding the continuation of this case.

ITEM NUMBER	CONTRACTOR	SCHEDULED VALUE	TOTAL CHANGE ORDERS	REVISED CONTRACT	WORK COMPLETED FROM PREVIOUS APPLICATION (DOLLARS)	MATERIALS PRESENTLY STORED (IN IN DOLLARS)	TOTAL COMPLETED AND STORED (DOLLARS)	%	BALANCE TO FINISH (DOLLARS)	RETAINAGE (5%)
1	Black Up	5,553.00		5,553.00	5,553.00		5,553.00	100.00%		343.15
2	3rd Floor	214,057.00		214,057.00	202,358.00		214,057.00	100.00%		10,702.85
3	4th Floor	217,623.00		217,623.00	205,923.00		217,623.00	100.00%		10,881.15
4	5th Floor	205,043.00		205,043.00	193,941.00		205,043.00	100.00%		10,252.15
5	6th Floor	125,165.00		125,165.00	115,164.00		125,165.00	100.00%		6,258.25
6	7th Floor	131,997.00		131,997.00	124,798.00		131,997.00	100.00%		6,599.85
7	8th Floor	139,821.00		139,821.00	131,722.00		139,821.00	100.00%		6,979.05
8	Concrete	4,735.00		4,735.00			4,735.00	100.00%		236.80
9	Manager	6,027.00		6,027.00			6,027.00	100.00%		301.35
10	Change Order 1									
11	Change Order 2	3,880.00		3,880.00	3,880.00		3,880.00	100.00%		194.00
12	Change Order 3	1,320.00		1,320.00	1,320.00		1,320.00	100.00%		66.00
13	Change Order 4	203,088.00		203,088.00	203,088.00		203,088.00	100.00%		10,154.40
14	Change Order 5	14,759.00		14,759.00	14,759.00		14,759.00	100.00%		737.95
15	Change Order 6	44,749.00		44,749.00	44,749.00		44,749.00	100.00%		2,237.45
16	Change Order 7	5,375.00		5,375.00	5,375.00		5,375.00	100.00%		268.75
17	Change Order 8	15,145.00		15,145.00				0.00%	16,148.00	
18	Change Order 9	17,009.37		17,009.37	17,009.37		17,009.37	100.00%		850.47
19	Change Order 10	1,898.00		1,898.00	1,898.00		1,898.00	100.00%		94.90
20	Change Order 11	7,710.00		7,710.00	6,554.00		7,710.00	100.00%		385.50
21	Change Order 12	1,397.00		1,397.00	1,397.00		1,397.00	100.00%		69.85
22	Change Order 13	71,482.00		71,482.00	71,482.00		71,482.00	100.00%		3,574.10
23	Change Order 14	17,488.00		17,488.00	13,858.00		13,858.00	79.25%	3,629.00	692.95
24	Change Order 15	45,418.00		45,418.00	45,418.00		45,418.00	100.00%		2,270.90
25	Change Order 16	3,120.53		3,120.53	3,120.53		3,120.53	100.00%		156.03
26	Change Order 17	1,322.00		1,322.00	1,322.00		1,322.00	100.00%		66.10
27	Change Order 18	9,768.00		9,768.00	9,768.00		9,768.00	100.00%		488.40
28	Change Order 19	9,725.00		9,725.00	9,725.00		9,725.00	100.00%		486.30
29	Change Order 20	4,100.00		4,100.00	4,100.00		4,100.00	100.00%		205.00
30	Change Order 21	17,191.00		17,191.00	17,191.00		17,191.00	100.00%		859.55
31	Change Order 22	2,125.00		2,125.00	2,125.00		2,125.00	100.00%		106.25
32	Change Order 23	3,121.00		3,121.00	3,121.00		3,121.00	100.00%		156.05
33	Change Order 24	39,211.00		39,211.00	39,211.00		39,211.00	100.00%		1,960.55
34	Change Order 25	7,710.00		7,710.00	7,710.00		7,710.00	100.00%		385.50
35	Change Order 26	10,722.00		10,722.00	10,722.00		10,722.00	100.00%		536.10
36	Change Order 27	123,803.00		123,803.00	123,803.00		123,803.00	100.00%		6,190.15
GRAND TOTALS										75,092.75

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

KNOW ALL MEN BY THESE PRESENTS:

That Low Country Case and Millwork (the "Lienor") for and in consideration of the payment of the sum of \$ 37,848.95 and other good and valuable consideration paid by Balfour Beatty Construction, LLC (the "Contractor") or Library Associates, LLC ("Owner"), receipt of which is hereby acknowledged, hereby releases, waives and quit claims to Contractor, the Owner, and their respective successors and assigns, all liens, lien rights, claims or demands of any kind whatsoever, which Lienor now has or might have against Contractor and/or Owner and/or the buildings and improvements on the premises legally described as: See Exhibit "A" attached hereto (the "Property") on account of labor and services performed and/or material furnished for the construction of any improvements thereon; except for retention, and open change order requests, claims or disputes identified as follows:

That the undersigned has the right and authority to execute this Conditional Partial Waiver and Release of Lien on behalf of the Lienor. That this is a waiver of all lien rights and other claims which Lienor has against the Property, the Contractor, and the Owner for all labor, material and services performed thereon, including all extras and change orders, that all laborers retained or employed by the Lienor for construction of improvements on the Property, all suppliers and sub-contractors of Lienor who have furnished labor, material and services for the undersigned for the construction of improvements on the Property, and all labor, services and materials used by the undersigned in the construction of said improvements, have been paid in full for work performed or materials supplied, up to and including the 31st day of 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 19th day of July, 2018

Signed, sealed and delivered
in the presence of:

Constance A. Polacek
Signature
Constance A. Polacek
Print Name

Low Country Case and Millwork
a South Carolina corporation
David Stasiukaitis
Signature
David Stasiukaitis, CEO
Print Name & Title

STATE OF South Carolina
COUNTY OF Charleston

The foregoing instrument was acknowledged before me this 19th day of July, 2018 by David Stasiukaitis, CEO of Low Country Case & Millwork a SC corporation on, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

My Commission Expires: 4-4-2022


Amy E. Stasiukaitis
NOTARY PUBLIC, STATE OF South Carolina

Request for Payment

Pay Request #

9

Work Performed Through:

7/20/2018

Subcontractor's Name

Flooring Services, Inc.

Subcontractor's Address

2220 Technical Parkway

North Charleston, SC 29406

Phone Number

843-764-4675

Fax Number

843-764-4676

Project Name:

Hotel at Marion Square

Job No.: 13026000

Date:

7/12/2018

Owner:

Library Associates, LLC

Description of Work:

Floor Covering

Original Contract Amount

\$369,770.00

Change Order Total

\$49,887.00

Through C/O #: 3

Total Revised Contract

\$419,657.00

Value of Work Performed to Date

\$382,209.25

Value of Materials Stored On Site

\$0.00

Value of Materials Stored Off Site

\$0.00

Current Month (Stored Materials)

\$0.00

Total

\$382,209.25

Less 10 % Retainage

\$38,220.93

Amount Earned to Date

\$343,988.33

Less Previous Billings/Payments

\$259,242.45

Less Adjustments/Joint Checks

\$0.00

Less Pending Back Charges

\$0.00

Total Amount this Requisition

\$84,745.87

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 ☐

EEQ 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

Prmi ☐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 #

For Balfour Beatty Use Only:

CO #	Vendor #	Job #	Contract No.
Date	Invoice #	Description	
Gross Amount	Retainage Amt	Net Amount	
\$94,162.08	\$9,416.21	\$84,745.87	
Accrue Tax	Tax Code	Pay Item & Cost Code	
YES			
NO			
Halt Codes:			

Approvals:

PM / Date

PA / Date

APA / Date

APPLICATION AND CERTIFICATE FOR PAYMENT

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

AIA DOCUMENT G702 PAGE 1 OF 2 PAGES
APPLICATION: 9 DISTRIBUTION TO:
PERIOD FROM 06/21/2018 OWNER
PERIOD TO: 07/20/2018 CONSTRUCTION MANAGER
ARCHITECT
TRADE CONTRACTOR

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

VIA (CONSTRUCTION MANAGER):

ARCHITECT'S
PROJECTS NC 13026000

CONTRACTOR'S APPLICATION FOR PAYMENT

CONTRACT DATE: 1/25/2016
Application is made for Payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703.

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

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

CONTRACTOR: 
By: Jackie Blackmon, Vice-President Date: 7/12/2018

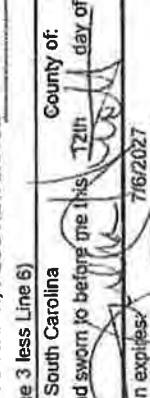
CONSTRUCTION MANAGER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Construction Manager/Architect certifies to 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.

AMOUNT CERTIFIED \$
(Attach explanation if amount certified differs from the amount applied for)
CONSTRUCTION MANAGER:
Balfour Beatty Construction, LLC

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

1. ORIGINAL CONTRACT SUM \$ 369,770.00
2. Net change by Change Orders \$ 49,887.00
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 419,657.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 382,209.25
5. RETAINAGE:
10 % of Completed Work \$ 38,220.93
(Column D + E on G703)
10 % of Stored Material \$ 0.00
(Column F on G703)
Total Retainage (Line 5a + 5b or Total in Column I of G703) \$ 38,220.93
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total) \$ 343,988.33
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 259,242.45
8. CURRENT PAYMENT DUE \$ 84,745.87
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6) \$ 75,688.68

State of: South Carolina County of: Charleston
Subscribed and sworn to before me this 12th day of July
Notary Public: 
My commission expires: 7/6/2027



CONTINUATION SHEET

ALA DOCUMENT G703

PAGE 2 OF 2 PAGES

APPLICATION FOR PAYMENT, INTERIM RELEASE & INTERIM LIEN WAIVER
 containing Subcontractor's signed certification is attached.
 In tabulations below, amounts are stated to the nearest dollar.
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 9
 APPLICATION DATE: 7/12/2018
 PERIOD TO: 7/20/2018
 Project #1302600; Hotel at Marion Square

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 (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD				
1	Cardboard Protection Over Floor	\$18,567.00	\$7,604.00	\$10,963.00		\$18,567.00	\$0.00	\$1,856.70
2	Spa, Locker Rm, Treatment, Vestibule Bamboo	\$33,822.00	\$33,822.00			\$33,822.00	\$0.00	\$3,382.20
3	Concierge Lounge/Dining	\$13,980.00	\$10,485.00	\$3,495.00		\$13,980.00	\$0.00	\$1,398.00
4	1st Floor Bar, Pre-Func, Board Room	\$134,868.00	\$99,168.00	\$35,700.00		\$134,868.00	\$0.00	\$13,486.80
5	Storage, Receiving, Staff Break Rm, Locker Rm-VCT & Base	\$18,420.00	\$15,652.50	\$1,660.50		\$17,313.00	\$1,107.00	\$1,731.30
6	RF-01 Fitness Rm Flr Oak	\$6,532.00	\$3,080.00	\$3,452.00		\$6,532.00	\$0.00	\$653.20
7	Ball Rm Cp-02 Install Only	\$11,000.00		\$11,000.00		\$11,000.00	\$0.00	\$1,100.00
8	Admin Offices Cp-06 Install Only	\$1,805.00		\$1,805.00		\$1,805.00	\$0.00	\$180.50
9	Bridal Suite CP-05 Install Only	\$340.00		\$340.00		\$340.00	\$0.00	\$34.00
10	Restaurant Dining 1st & 2nd Flr CP-01 Install Only	\$4,560.00		\$4,560.00		\$4,560.00	\$0.00	\$456.00
11	Guest Rm Corridors	\$17,700.00				\$0.00	\$17,700.00	\$0.00
12	Unit Guest Rms CP-04 Install Only	\$25,200.00	\$25,200.00			\$25,200.00	\$0.00	\$2,520.00
13	Unit Guest Rms/Manager Suite Wood	\$74,176.00	\$64,335.25			\$64,335.25	\$9,840.75	\$6,433.53
14	Composite Clean	\$8,800.00				\$0.00	\$8,800.00	\$0.00
15	Change Order #1-Float & Feather L3 Terraces	\$1,350.00	\$1,350.00			\$1,350.00	\$0.00	\$135.00

APPLICATION FOR PAYMENT, INTERIM RELEASE & INTERIM LIEN WAIVER
containing Subcontractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 9
APPLICATION DATE: 7/12/2018
PERIOD TO: 7/20/2018
Project #1302600; Hotel at Marion Square

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)				TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
16	Change Order #2-Added Wd	\$39,649.00	\$18,462.42		\$21,186.58		\$39,649.00	100.00%	\$0.00	\$3,964.90
17	Change Order #3-MOD 1	\$6,896.00	\$6,896.00				\$6,896.00	100.00%	\$0.00	\$689.60
18	Change Order #3-Flr Prep L2	\$962.00	\$962.00				\$962.00	100.00%	\$0.00	\$96.20
19	Change Order #3-Flr Prep @ 301	\$480.00	\$480.00				\$480.00	100.00%	\$0.00	\$48.00
20	Change Order #3-Flr Prep @ Spa	\$550.00	\$550.00				\$550.00	100.00%	\$0.00	\$55.00
	GRAND TOTALS	\$419,657.00	\$288,047.17		\$94,162.08	\$0.00	\$382,209.25	\$0.00	\$0.00	\$38,220.93

Original Contract Amount	\$369,770.00
Change Orders	\$49,887.00
Adjusted Contract Amount	\$419,657.00
Amount complete	\$382,209.25
Less 10% retainage	\$38,220.93
Total less retainage	\$343,988.33
Less previously paid	\$259,242.45
Amount Due This Request	\$84,745.87
Balance to Finish	\$75,668.68

TIER RELEASE SCHEDULE & OCIP CONFIRMATION LOG

Job Name	Hotel at Marion Square
Job #	15026400

Date Prepared: 7/12/2018

PRIME SUB'S NAME	Flooding Services, Inc.
Attachment for Pay Rec #:	8
Month Ending:	June
MONTH ENDING DATE HERE	

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

A	B	C	D	E	F	G	H	I	J	K	
Subcontractors/Suppliers List all subs or suppliers who will perform work for this contract. List Address & Phone Number	Indicate if tier is based in county of Project	Notice to Owner Filed?(NTO) (Yes/No)	Date NTO Filed:	Bonded Sub? (Yes/No)	Has Tier Sub enrolled in OCIP? select: (Yes/No)	Has tier billed for work to date? select: (Yes/No)	Cumulative dollar amount tier billed for work/materials to date:	Tier's most recent invoice is dated through:	Tier's most recent release is dated through: (as noted on releases)	Tier's most recent release is PARTIAL or FINAL? Select One	Comments:
SAMPLE TIER 123 Example Dr. Somewhere, NC 27607 919-834-1234	yes - PIT	NO	N/A	YES	NO	YES	\$12,123.00	4/27/2010	3/31/2010	PARTIAL	thru March 2010
L. Fishman & Son, Inc. 8301 E. Lombard St Baltimore, MD 21224 410-633-0066	YES	NO	N/A	YES	NO	YES	\$4,986.58	6/4/2018	6/30/2018	PARTIAL	Thru June 2018
SHASS Flooring, LLC 100 Rhonda Dr., Lot 35 Summerville, SC 29483 843-735-3531	NO	NO	N/A	YES	NO	YES	\$355.00	9/30/2017	9/30/2017	PARTIAL	Thru September 2017
William M. Bird and Company, Inc. 4210 Azalea Dr N. Charleston, S.C. 29405 843-554-3040	YES	NO	N/A	YES	NO	YES	\$33,861.22	3/22/2018	6/30/2018	PARTIAL	Thru June 2018
Kredts Flooring, LLC 107 B Wendy Way Summerville, SC 29485	YES	NO	N/A	YES	NO	YES	\$345.00	10/6/2017	4/30/2018	PARTIAL	Thru April 2018
Jason Kozitz 9325 Blue House Rd., Apt #5303 Ladson, SC 29456	YES	NO	N/A	YES	NO	YES	\$1,564.00	12/15/2017	6/30/2018	PARTIAL	Thru June 2018
Wimer O Flores 3242 Camens Way Dr, Buford, GA 30519	YES	NO	N/A	YES	NO	YES	\$13,574.05	4/16/2018	4/30/2018	PARTIAL	Thru April 2018
Macon Hardwood LLC 1900 A Northside Crossing Macon, GA 31210	YES	NO	N/A	YES	NO	YES	\$74,190.00	4/6/2018	6/30/2018	PARTIAL	Thru June 2018
Rury Carpet, LLC 538 Royle Rd Ladson, SC 29455	YES	NO	N/A	YES	NO	YES	\$2,688.00	1/26/2018	6/30/2018	PARTIAL	Thru June 2018
Sports Flooring Inc,Spirit Communications P.C. Box 503030 Charlotte, NC 28250-3030	YES	NO	N/A	YES	NO	YES	\$9,406.11	4/5/2018	6/30/2018	PARTIAL	Thru June 2018
AG Wood Flooring, LLC 125 Pecan Grove Ave, Goose Creek, SC 29445	YES	NO	N/A	YES	NO	YES	\$21,523.50	5/11/2018	6/30/2018	PARTIAL	Thru June 2018

Balfour Beatty
Construction

TIER RELEASE SCHEDULE & OCIP CONFIRMATION LOG

Job Name	Hotel at Marion Square								
Job #	130254091								

Date Prepared: 7/12/2018

PRIME SUB'S NAME	Flooding Services, Inc.
Attachment for Pay Req #:	
For Month Ending:	June
	MONTH ENDING DATE HERE

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

A	B	C	D	E	F	G	H	I	J	K	
Subcontractors/Suppliers List all subs or suppliers who will perform work for this contract. List Address & Phone Number	Indicate if tier is based in county of Project	Notice to Owner Filed?(NTO) (Yes/No)	Date NTO Filed:	Bonded Sub? (Yes/No)	Has Tier Sub enrolled in OCIP? select: (Yes/No)	Has tier billed for work to date? select: (Yes/No)	Cumulative dollar amount tier billed for work/materials to date:	Tier's most recent invoice is dated through:	Tier's most recent release is dated through: (as noted on releases)	Tier's most recent release is PARTIAL or FINAL? Select One	Comments:
Dal-Tile Distribution, Inc. P.O. BOX 209058 Dallas, Texas 75320-9058	YES	NO	N/A	NO	YES	NO	\$491.83	5/18/2018	6/30/2018	PARTIAL	Thru June 2018
Ferrin Ponce 1004 Redbank Rd. L-17 Goose Creek, SC 29445	YES	NO	N/A	NO	YES	NO	\$2,745.00	5/11/2018	6/30/2018	PARTIAL	Thru June 2018
IJ Haines & Co. Inc. PO Box 791360 Baltimore, MD 21279	YES	NO	N/A	NO	YES	NO	\$4,192.71	5/23/2018	6/30/2018	PARTIAL	Thru June 2018
Mals, Inc. 179 Campanelli Pkwy, Stoughton, MA 02073	YES	NO	N/A	NO	YES	NO	\$3,237.05	5/3/2018	6/30/2018	PARTIAL	Thru June 2018
Webbs Floor Covering 29 Aldene Ave. Goose Creek, SC 29445	YES	NO	N/A	NO	YES	NO	\$1,443.00	6/1/2018	6/30/2018	PARTIAL	Thru June 2018
Commercial Flooring Concepts 2058 Ebenezer Road Bowman, SC 29018	YES	NO	N/A	NO	YES	NO	\$300.00	6/22/2018	6/30/2018	PARTIAL	Thru June 2018

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

KNOW ALL MEN BY THESE PRESENTS:

That Flooring Services (the "Lienor") for and in consideration of the payment of the sum of \$ 84,745.87 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 12th 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 12th day of July, 2018

Signed, sealed and delivered
in the presence of:

Inge Crawford
Signature
Inge Crawford
Print Name

Flooring Services, Inc.
a South Carolina corporation
Jackie Blackmon
Signature
Jackie Blackmon
Print Name & Title

STATE OF South Carolina

COUNTY OF Charleston

The foregoing instrument was acknowledged before me this 12th day of July, 2018 by Jackie Blackmon, Vice-President of Flooring Services, Inc., a South Carolina corporation on, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

My Commission Expires:

07/06/2023



NOTARY PUBLIC, STATE OF South Carolina

Julia Hiott

APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER: Library Associates LLC
PROJECT: Hotel at Marion Square
404 King Street
Charleston SC 29403
FROM CONTRACTOR: Quantum Coatings
1470 Ben Sawyer Blvd, Suite 16
Mt Pleasant, SC 29464
CONTRACT FOR: Painting
VIA CONTRACTOR: Balfour Beatty Construction
AIA DOCUMENT G702
APPLICATION NO 15
PERIOD TO: 7/31/2018
PROJECT NOS: 13026000
CONTRACT DATE 6/29/2015

PAGE ONE OF TWO PAGES

Distribution to:

OWNER
ARCHITECT
X CONTRACTOR

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM \$ 698,480.00
2. Net change by Change Orders \$ 255,062.30
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 953,542.30
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 931,853.44
5. RETAINAGE:
 - a. 5 % of Completed Work (Column D + E on G703) \$ \$46,592.67
 - b. % of Stored Material (Column F on G703) \$ Included in above
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) \$ 46,592.67
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 885,260.77
8. CURRENT PAYMENT DUE \$ 867,983.65
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 17,277.12

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Change Orders Approved	\$255,062.30	
Total Change Orders Pending		
TOTALS	\$255,062.30	\$0.00
NET CHANGES by Change Order	\$255,062.30	

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

CONTRACTOR: Quantum Coatings LLC

By:  Date: 7/23/2018
State of: South Carolina County of: Charleston
Subscribed and sworn to before me this 23 day of July 2018
Notary Public: E. Kochis
My Commission expires: 08/09/2026



ARCHITECT'S CERTIFICATE FOR PAYMENT
In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$

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

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

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292

CONTINUATION SHEET

AIA Document G703

PAGE TWO OF TWO 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 NO: 15

APPLICATION DATE: 7/16/2018

PERIOD TO: 7/31/2018

ARCHITECT'S PROJECT NO: 13026000

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.

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

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

Camillias 1st Coat	\$1,200.00	\$1,176.00	\$24.00	\$1,200.00	100.00%	\$0.00
Camillias 2nd Coat	\$1,000.00	\$980.00	\$20.00	\$1,000.00	100.00%	\$0.00
Camillias WC Hang	\$400.00		\$400.00	\$400.00	100.00%	\$0.00
Lobby Prime	\$6,000.00	\$6,000.00		\$6,000.00	100.00%	\$0.00
Lobby 1st Coat	\$5,225.00	\$5,225.00	\$275.00	\$5,500.00	100.00%	\$0.00
Lobby 2nd Coat	\$4,275.00	\$4,275.00	\$225.00	\$4,500.00	100.00%	\$0.00
Lobby WC Hang	\$4,000.00	\$3,800.00	\$200.00	\$4,000.00	100.00%	\$0.00
Parking Deck Prime	\$14,400.00	\$14,400.00		\$14,400.00	100.00%	\$0.00
Parking Deck Top Coat	\$12,800.00	\$12,800.00		\$12,800.00	100.00%	\$0.00
Spa Prime	\$4,000.00	\$4,000.00		\$4,000.00	100.00%	\$0.00
Spa 1st Coat	\$3,500.00	\$3,325.00	\$175.00	\$3,500.00	100.00%	\$0.00
Spa 2nd Coat	\$3,000.00	\$2,850.00	\$150.00	\$3,000.00	100.00%	\$0.00
Spa WC Hang	\$6,300.00	\$5,985.00	\$315.00	\$6,300.00	100.00%	\$0.00
Patisserie Prime	\$3,500.00	\$3,500.00		\$3,500.00	100.00%	\$0.00
Patisserie 1st Coat	\$2,900.00	\$2,900.00		\$2,900.00	100.00%	\$0.00
Patisserie 2nd Coat	\$2,500.00	\$2,500.00		\$2,500.00	100.00%	\$0.00
Patisserie WC Hang	\$6,300.00	\$5,985.00		\$6,300.00	100.00%	\$0.00
Restaurant Prime	\$2,500.00	\$2,500.00	\$315.00	\$2,500.00	100.00%	\$0.00
Restaurant 1st Coat	\$2,000.00	\$2,000.00		\$2,000.00	100.00%	\$0.00
Restaurant 2nd Coat	\$1,600.00	\$1,600.00		\$1,600.00	100.00%	\$0.00
Restaurant WC Hang	\$1,005.00	\$954.75	\$50.25	\$1,005.00	100.00%	\$0.00
Roofing Prime	\$3,500.00	\$3,500.00		\$3,500.00	100.00%	\$0.00
Roofing 1st Coat	\$2,850.00	\$2,850.00		\$2,850.00	100.00%	\$0.00
Roofing 2nd Coat	\$2,500.00	\$2,500.00		\$2,500.00	100.00%	\$0.00
Bond	\$10,485.00	\$10,485.00		\$10,485.00	100.00%	\$0.00
306 Meeting Street Office	\$1,435.00	\$1,435.00		\$1,435.00	100.00%	\$0.00
Fence Painting	\$580.00	\$580.00		\$580.00	100.00%	\$0.00
Pedestals	\$36,000.00	\$36,000.00		\$36,000.00	100.00%	\$0.00
SF-14 Mock Ups	\$1,800.00	\$1,800.00		\$1,800.00	100.00%	\$0.00
2nd Pedestal Mock Ups	\$1,800.00	\$1,800.00		\$1,800.00	100.00%	\$0.00
Mod 5 Paint Revisions	\$1,691.00	\$1,691.00		\$1,691.00	100.00%	\$0.00
LL Sheet Pile Change	\$7,771.00	\$7,771.00		\$7,771.00	100.00%	\$0.00
SI38 Paint	\$350.00	\$350.00		\$350.00	100.00%	\$0.00
Pergola Mock Up Rodo	\$1,067.28	\$1,067.28		\$1,067.28	100.00%	\$0.00
SI 40 Painting Revisions	\$5,972.00	\$5,972.00		\$5,972.00	100.00%	\$0.00
Paint Drywall Tub Well in Guest Bathrooms	\$4,114.83	\$4,114.83		\$4,114.83	100.00%	\$0.00
Mod 6 Painting Revisions	\$7,738.00	\$7,738.00		\$7,738.00	100.00%	\$0.00
SF-01 to Paint	\$36,339.53	\$36,339.53		\$36,339.53	100.00%	\$0.00
MOD 1 SF-01 to Paint	\$6,663.80	\$6,663.80		\$6,663.80	100.00%	\$0.00
Mod 7 Revisions	\$8,945.92	\$8,945.92		\$8,945.92	100.00%	\$0.00
SI Changes 39 Stair 04 Millwork	\$13,166.67	\$13,166.67		\$13,166.67	100.00%	\$0.00
Mod 8 Changes	\$1,385.70	\$1,385.70		\$1,385.70	100.00%	\$0.00
Guestroom Window Casings	\$22,602.00	\$22,602.00		\$22,602.00	100.00%	\$0.00
Guestroom HPCU Painting	\$10,078.00	\$10,078.00		\$10,078.00	100.00%	\$0.00
Repaint Guest Bath Ceiling	\$9,165.00	\$9,165.00		\$9,165.00	100.00%	\$0.00

CO 17	Paint Applique at Foyer	\$10,126.00	\$10,126.00			\$10,126.00	100.00%	\$0.00	\$506.30
CO 17	SF 05 Two Tone Cumbias	\$3,582.00	\$3,582.00			\$3,582.00	100.00%	\$0.00	\$179.10
CO 18	Recaulk/Repaint Guest Trim 3rd Floor	\$2,400.00	\$2,400.00			\$2,400.00	100.00%	\$0.00	\$120.00
CO 18	Repaint Tom Down Mock Up Trim	\$560.09	\$560.09			\$560.09	100.00%	\$0.00	\$28.00
CO 18	Repair 3rd Floor Portals	\$1,407.60	\$1,407.60			\$1,407.60	100.00%	\$0.00	\$70.38
CO 18	Recaulk & Repaint 1st Floor	\$7,612.43	\$7,612.43			\$7,612.43	100.00%	\$0.00	\$380.62
CO 18	Recaulk Grand Stair & Ballroom Trim	\$3,670.79	\$3,670.79			\$3,670.79	100.00%	\$0.00	\$183.54
CO 18	Prep & Repaint 4th Floor After Trim Removal	\$828.00	\$828.00			\$828.00	100.00%	\$0.00	\$41.40
CO 18	Recaulk Upper Dining & Prefunction	\$9,688.09	\$9,688.09			\$9,688.09	100.00%	\$0.00	\$484.40
CO 18	Patina Ext Pipe Supports Mock Up	\$383.31	\$383.31			\$383.31	100.00%	\$0.00	\$19.17
CO 18	Recaulk & Repaint Upper Dining	\$5,073.88	\$5,073.88			\$5,073.88	100.00%	\$0.00	\$253.69
CO 19	SF10 Gold Leaf at Mirror Frame	\$17,044.38	\$17,044.38			\$17,044.38	50.00%	\$8,522.19	\$426.11
CO 20	CCD-002 BC 7-4-18	\$3,535.00	\$3,535.00			\$3,535.00	100.00%	\$0.00	\$176.75
	GRAND TOTALS	\$953,542.30	\$913,667.00	\$18,186.44	\$0.00	\$931,853.44	98%	\$21,688.86	\$46,592.67

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

Exhibit F1

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

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

Hotel at Marion Square ("Project")
(Name or Description of Project)
which is located at King Street
(Street Address)
in the City of Charleston, and County of Charleston,
and is owned by Library Associates, LLC ("Owner").

Upon receipt by Subcontractor of a check in the sum of \$ 17,277.12,
(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 July 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:

(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 23 day of July, 2018.

Quantum Coatings LLC
(Company Name)

By: [Signature]

Its: Managing Member

STATE OF South Carolina

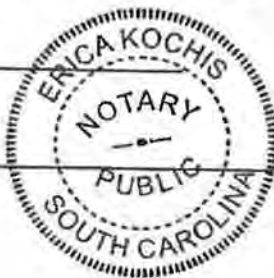
COUNTY OF Charleston

The foregoing instrument was signed, sealed and acknowledged before me this 23 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: [Signature]

Notary Public

My Commission expires: 08/09/2026



(Notary Seal)

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

KNOW ALL MEN BY THESE PRESENTS:

That Quantum Coatings LLC (the "Lienor") for and in consideration of the payment of the sum of \$ 17,277.12 and other good and valuable consideration paid by Balfour Beatty Construction, LLC (the "Contractor") or Library Associates, LLC ("Owner"), receipt of which is hereby acknowledged, hereby releases, waives and quit claims to Contractor, the Owner, and their respective successors and assigns, all liens, lien rights, claims or demands of any kind whatsoever, which Lienor now has or might have against Contractor and/or Owner and/or the buildings and improvements on the premises legally described as: See Exhibit "A" attached hereto (the "Property") on account of labor and services performed and/or material furnished for the construction of any improvements thereon; except for retention, and open change order requests, claims or disputes identified as follows:

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

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

IN WITNESS THEREOF, I have hereunto set my hand seal this 23 day of July, 2018.

Signed, sealed and delivered
in the presence of:

Erica Kochis
Signature
Erica Kochis
Print Name

Quantum Coatings
a _____ corporation
Scott McCormack
Signature
Scott McCormack, Managing Member
Print Name & Title

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

The foregoing instrument was acknowledged before me this 23 day of July, 2018 by Scott McCormack of Quantum Coatings LLC a _____ corporation on, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

My Commission Expires: 08/09/2026

Erica Kochis
NOTARY PUBLIC, STATE OF SOUTH CAROLINA


Balfour Beatty
Construction

Request for Payment

Pay Request # 20
Work Performed Through: 07/31/18

Subcontractor's Name David Allen Company, INC.
Subcontractor's Address P.O. Box 27706
Raleigh, NC 27611
Phone Number 803-926-1040
Fax Number 803-926-0350

Project Name: Hotel at Marion Square Job No.: 13026000 Date: 07/20/18
Owner: Library Associates, LLC

Description of Work:	Title
Original Contract Amount	\$3,348,828.00
Change Order Total Through C/O #: 19-Jan	\$176,706.78
Total Revised Contract	\$3,525,534.78
Previous Work Performed to Date(SSR)	\$3,479,056.83
Value of Materials Stored On Site	\$0.00
Value of Materials Stored Off Site	\$0.00
Current Month Gross	\$71,893.58
New Work Performed to Date	\$3,479,056.83
Less 5.0 % Retainage	\$173,948.84
Amount Earned to Date	\$3,303,207.99
Less Previous Net Billings	\$3,236,805.54
Less Adjustments/Joint Checks	\$0.00
Less Pending Back Charges	\$0.00
Total Amount this Requisition	\$66,402.45

For Balfour Beatty Use Only:

CO #	Vendor #	Job #	Contract No.
42040	111420	13026000	24
Date	Invoice #	Description	
07/31/18	13026000 - 20	13026000 . PE# 20 . 18.07	
Gross Amount	Retainage Amt	Net Amount	
\$71,893.58	\$3,594.68	\$68,402.45	
Trade Account?	Tax Code	Pay Item & Cost Code	Accrue Tax?
NO			NO

Mail Codes:

APR 18:

PM / Date

PA / Date

APA / Date

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 **01/01/17**

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 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 #

ELECTRONICALLY FILED - 2023 May 15 2:49 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Balfour Beatty
Construction

Exhibit F1

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

(Subcontractor/Vendor)

The undersigned,

David Allen Company, Inc.

(Name of Subcontractor/Vendor)

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

Balfour Beatty Construction, LLC

("BBC"), a subcontractor to BBC or a

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

Hotel at Marion Square

("Project")

(Name or Description of Project)

which is located at

404 King Street, Charleston, SC 29403

(Street Address)

In the City of

Charleston

, and County of

Charleston

, and is owned by

Library Associates, LLC.

("Owner").

(Name of Owner)

Upon receipt by Subcontractor of a check in the sum of \$ 66,402.45 the sufficiency of which is hereby acknowledged and confessed,

(Amount to be paid to Subcontractor/Vendor)

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

7/31/2018

(Insert date through which release is given)

(the "Release Period"); and, (2) waives, releases and relinquishes any and all claims for payment for Work performed, rendered, supplied or furnished by the Subcontractor for or with respect to the Project through the Release Period including any claims for extended or additional job costs and overhead, lost profits, impact costs and the like, as well as claims and demands arising from any contended delays, disruptions or changes to the Work, except with regard to retainage amounts and compensation for extra work but only to the extent such extra work is specifically identified below:

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

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

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

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

Given under hand and seal this 23rd day of July 20 18.

David Allen Company, Inc.

(Name of Subcontractor/Vendor)

Joseph B. Martin

signature

By:

Joseph B. Martin, VP

(Print or Type the Signers Name and Title)

STATE OF North Carolina

COUNTY OF Wake

The foregoing instrument was signed, sealed and acknowledged before me this 23rd day of July 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:

Jodi Hinton

Notary Public

My Commission expires: 3-28-22



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

KNOW ALL MEN BY THESE PRESENTS:

That David Allen Company, Inc. (the "Lienor") for and in consideration of the payment of the sum of \$ 66,402.45 and other good and valuable consideration paid by Balfour Beatty Construction, LLC (the "Contractor") or Library Associates, LLC ("Owner"), hereby releases, waives and quit claims to Contractor, the Owner, and their respective successors and assigns, all liens, lien rights, claims or demands of any kind whatsoever, which Lienor now has or might have against Contractor and/or Owner and/or the buildings and improvements on the premises legally described as: See Exhibit "A" attached hereto (the "Property") on account of labor and services performed and/or material furnished for the construction of any improvements thereon; except for retention, and open change order requests, claims or disputes identified as follows:

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

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

HE 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 23rd day of July, 2018.

Signed, sealed and delivered
in the presence of:

David Allen Company, Inc.

a North Carolina corporation

Signature

Signature

Print Name

Joseph B. Martin, VP

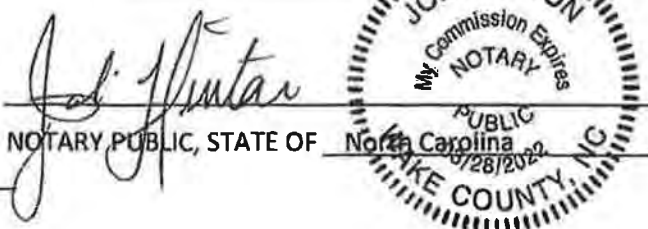
Print Name & Title

STATE OF North Carolina

COUNTY OF Wake

The foregoing instrument was acknowledged before me this 23rd day of July, 2018, by Joseph B. Martin, VP of David Allen Company, Inc., a North Carolina corporation on, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

My Commission Expires: 03/28/2022



Application and Certificate For Payment

To Owner: **BALFOUR BEATTY CONSTRUCTION**
 1930 Camden Rd., Suite 280
 Charlotte, NC 28203

From(Contractor): **David Allen Company, Inc.**
 PO Box 27705
 Raleigh, NC 27611

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

Contractor Job Number: **SC510401/17**
 Via (Architect):
 Contract For:

Application No: **20**
 Date: **7/15/2018**
 Period To: **7/31/2018**
 Architect's Project No:
 Contract Date:

Phone: 919 821-7100

Contractor's Application For Payment

Change Order Summary	Additions	Deductions	Original contract sum
Change orders approved in previous months by owner	210,164.00	-86,465.00	3,348,828.00
Change orders approved this month			176,706.78
			3,525,534.78
			3,477,056.83
Totals			
Net change by change orders	123,699.00		

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: [Signature] Date: 7-23-18
 State of: North Carolina County of: Wake
 Subscribed and sworn to before me this 23rd day of July, 2018.
 Notary public: _____

My commission expires 03/28/22

Architect's Certificate for Payment

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the Amount Certified.

Amount Certified: \$ _____

Architect: _____

By: _____ Date: _____

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

Balance to finish, including retainage 222,326.79

Current payment due **66,402.45**

Current sales tax 0.00

0.000% of taxable amount 0.00

Current sales tax

Total earned less retainage 3,303,207.99

Total retainage 173,848.84

5.0% of stored material 0.00

5.0% of completed work 173,848.84

Retainage

Total completed and stored to date 3,477,056.83

Contract sum to date 3,525,534.78

Net change by change orders 176,706.78

Original contract sum 3,348,828.00

Application and Certificate For Payment -- page 2

To Owner: BALFOUR BEATTY CONSTRUCTION Application No: 20 Date: 7/15/2018

From (Contractor): David Allen Company, Inc. Contractor's Job Number: SCS10401/17 Period To: 7/31/2018
Project: Hotel at Marion Square Architect's Project No:

Work Completed

Item Number	Description	Scheduled Value	Previous Application	This Period	Materials Presently Stored	Completed and Stored to Date	%	Balance to Finish	Retention	Memo
01001	Submittals	16,744.00	16,744.00	0.00	0.00	16,744.00	100.00	0.00	837.20	
01002	Mobilization	16,744.00	15,906.80	0.00	0.00	15,906.80	95.00	837.20	795.34	
01003	Guest Room Mockups	20,650.00	20,650.00	0.00	0.00	20,650.00	100.00	0.00	1,032.50	
01004	Thin Brick at Rooftop Bar	28,800.00	28,800.00	0.00	0.00	28,800.00	100.00	0.00	1,440.00	
01005	Kitchen Floors	64,567.00	64,567.00	0.00	0.00	64,567.00	100.00	0.00	3,228.35	
01006	Patisserie Tops	15,985.00	15,185.75	0.00	0.00	15,185.75	95.00	799.25	759.29	
01007	1st Floor Pub Rest Tops	6,860.00	6,860.00	0.00	0.00	6,860.00	100.00	0.00	343.00	
01008	Lobby Bar Top	12,256.00	11,643.20	0.00	0.00	11,643.20	95.00	612.80	582.16	
01009	Camelia Bar Feb/Install	3,856.00	3,663.20	0.00	0.00	3,663.20	95.00	192.80	183.16	
0101	Tile	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
01010	Kitchen Tops	2,970.00	1,485.00	0.00	0.00	1,485.00	50.00	1,485.00	74.25	
01011	2nd Floor Public Rest Tops	8,075.00	8,075.00	0.00	0.00	8,075.00	100.00	0.00	403.74	
01012	Spa Treatment Tops	5,824.00	4,076.80	0.00	0.00	4,076.80	70.00	1,747.20	203.84	
01013	Mani Pedi Tops	2,980.00	2,086.00	894.00	0.00	2,980.00	100.00	0.00	149.00	
01014	Manager Apartment Tops	4,051.00	0.00	0.00	0.00	0.00	0.00	4,051.00	0.00	
01015	6th Floor Concierge Tops	9,254.00	0.00	0.00	0.00	0.00	0.00	9,254.00	0.00	
01016	Rooftop Restroom Tops	4,023.00	4,023.00	0.00	0.00	4,023.00	100.00	0.00	201.15	
01017	Patisserie Floor - Materials	23,569.00	23,569.00	0.00	0.00	23,569.00	100.00	0.00	1,178.00	
01018	Patisserie Floor - Labor	15,197.00	14,437.15	0.00	0.00	14,437.15	95.00	759.85	721.85	
01019	Spa Retail - Materials	14,563.00	14,563.00	0.00	0.00	14,563.00	100.00	0.00	728.15	
01020	Spa Retail - Labor	9,390.00	8,920.50	0.00	0.00	8,920.50	95.00	469.50	446.03	
01021	1st Fl Publ Rest/Vest Tile - M	20,926.00	20,926.00	0.00	0.00	20,926.00	100.00	0.00	1,046.30	
01022	1st Fl Publ Rest/Vest Tile - L	13,493.00	12,818.35	0.00	0.00	12,818.35	95.00	674.65	640.91	
01023	1st Floor Elev Lobby - Matl	5,601.00	5,601.00	0.00	0.00	5,601.00	100.00	0.00	280.05	
01024	1st Floor Elev Lobby - Labor	11,111.00	10,430.45	680.55	0.00	10,430.45	95.00	580.55	55.00	

Application and Certificate For Payment -- page 3

To Owner: BALFOUR BEATTY CONSTRUCTION

Application No:

20

Date:

7/15/2018

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

Contractor's Job Number:
Architect's Project No:

SC510401/17

Period To:

7/31/2018

Item Number	Description	Scheduled Value	Work Completed			Materials Presently Stored	Completed and Stored to Date	%	Balance to Finish	Retention	Memo
			Previous Application	This Period							
01025	Elevator Cabs - Materials	5,601.00	5,320.95	0.00		0.00	5,320.95	95.00	280.05	266.05	
01026	Elevator Cabs - Labor	3,611.00	0.00	0.00		0.00	0.00	0.00	3,611.00	0.00	
01027	Camelia Lounge Floor - Matl	73,934.00	73,934.00	0.00		0.00	73,934.00	100.00	0.00	3,696.70	
01028	Camelia Lounge Floor - Labor	47,672.00	45,288.40	0.00		0.00	45,288.40	95.00	2,383.60	2,264.42	
01029	Lobby/Concierge Floor - M	84,599.00	84,599.00	0.00		0.00	84,599.00	100.00	0.00	4,229.95	
01030	Lobby/Concierge Floor - L	54,548.00	51,820.60	0.00		0.00	51,820.60	95.00	2,727.40	2,591.03	
01031	1st Floor Rotunda - Matl	22,852.00	22,852.00	0.00		0.00	22,852.00	100.00	0.00	1,142.60	
01032	1st Floor Rotunda - Labor	14,735.00	13,998.25	0.00		0.00	13,998.25	95.00	736.75	699.91	
01033	Foyer - Materials	15,459.00	15,459.00	0.00		0.00	15,459.00	100.00	0.00	772.95	
01034	Foyer - Labor	9,968.00	9,469.60	0.00		0.00	9,469.60	95.00	498.40	473.48	
01035	1st Floor Staff Restrooms - M	5,377.00	5,377.00	0.00		0.00	5,377.00	100.00	0.00	268.85	
01036	1st Floor Staff Restrooms - L	3,467.00	3,293.65	0.00		0.00	3,293.65	95.00	173.35	164.67	
01037	2nd Floor Public Rest Tile - M	16,355.00	16,355.00	0.00		0.00	16,355.00	100.00	0.00	817.75	
01038	2nd Floor Public Rest Tile - L	10,546.00	10,018.70	0.00		0.00	10,018.70	95.00	527.30	500.94	
01039	2nd Floor Spa Toilets - Matl	1,344.00	1,344.00	0.00		0.00	1,344.00	100.00	0.00	67.20	
01040	2nd Floor Spa Toilets- Labor	867.00	823.65	0.00		0.00	823.65	95.00	43.35	41.17	
01041	2nd Floor Spa Showers - Matl	1,792.00	1,792.00	0.00		0.00	1,792.00	100.00	0.00	89.60	
01042	2nd Floor Spa Showers - Labor	1,156.00	1,098.20	0.00		0.00	1,098.20	95.00	57.80	54.91	
01043	Mani Pedi Tile - Material	8,402.00	8,402.00	0.00		0.00	8,402.00	100.00	0.00	420.10	
01044	Mani Pedi Tile - Labor	5,417.00	5,146.15	0.00		0.00	5,146.15	95.00	270.85	257.31	
01045	2nd Floor Fitness Restrm - M	1,232.00	1,232.00	0.00		0.00	1,232.00	100.00	0.00	61.60	
01046	2nd Floor Fitness Restrm - L	795.00	755.25	0.00		0.00	755.25	95.00	39.75	37.75	
01047	2nd Fir Elev Lobbies/Pantry -M	10,440.00	10,440.00	0.00		0.00	10,440.00	100.00	0.00	522.00	
01048	2nd Fir Elev Lobbies/Pantry -L	6,732.00	1,683.00	4,712.40		0.00	6,395.40	95.00	336.60	319.77	
01049	Prefunction Vestibule - Matls	2,240.00	2,240.00	0.00		0.00	2,240.00	100.00	0.00	112.00	

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Application and Certificate For Payment -- page 4

To Owner: BALFOUR BEATTY CONSTRUCTION

Application No: 20

Date: 7/15/2018

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

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

Period To: 7/31/2018

Item Number	Description	Scheduled Value	Work Completed			Materials Presently Stored	Completed and Stored to Date	%	Balance to Finish	Retention	Memo
			Previous Application	This Period							
01050	Prefunction Vestibule - Labor	1,445.00	1,372.75	0.00	0.00	0.00	1,372.75	95.00	72.25	68.64	
01051	2nd Floor Rotunda - Materials	23,189.00	23,189.00	0.00	0.00	0.00	23,189.00	100.00	0.00	1,159.45	
01052	2nd Floor Rotunda - Labor	14,952.00	14,204.40	0.00	0.00	0.00	14,204.40	95.00	747.60	710.22	
01053	Stair 1 - Materials	13,443.00	13,443.00	0.00	0.00	0.00	13,443.00	100.00	0.00	672.15	
01054	Stair 1 - Labor	8,668.00	8,234.60	0.00	0.00	0.00	8,234.60	95.00	433.40	411.73	
01055	Stair 2 - Materials	13,443.00	13,443.00	0.00	0.00	0.00	13,443.00	100.00	0.00	672.15	
01056	Stair 2 - Labor	8,668.00	8,234.60	0.00	0.00	0.00	8,234.60	95.00	433.40	411.73	
01057	3rd Flr Terrace Merkrete - M	8,497.00	8,497.00	0.00	0.00	0.00	8,497.00	100.00	0.00	424.85	
01058	3rd Flr Terrace Merkrete - L	19,826.00	19,826.00	0.00	0.00	0.00	19,826.00	100.00	0.00	991.30	
01059	3rd Flr Terrace Tile - Matis	76,175.00	76,175.00	0.00	0.00	0.00	76,175.00	100.00	0.00	3,808.75	
01060	3rd Flr Terrace Tile - Labor	49,116.00	46,660.20	0.00	0.00	0.00	46,660.20	95.00	2,455.80	2,333.01	
01061	3rd Flr Elevator Lobby - Matis	3,831.00	3,831.00	0.00	0.00	0.00	3,831.00	100.00	0.00	191.55	
01062	3rd Flr Elevator Lobby - Labor	2,470.00	2,346.50	0.00	0.00	0.00	2,346.50	95.00	123.50	117.32	
01063	3rd Flr Guest Room Floors- M	138,571.00	138,571.00	0.00	0.00	0.00	138,571.00	100.00	0.00	6,928.55	
01064	3rd Flr Guest Room Floors- L	89,348.00	84,880.60	0.00	0.00	0.00	84,880.60	95.00	4,467.40	4,244.03	
01065	3rd Flr Guest Room Walls - M	81,686.00	81,686.00	0.00	0.00	0.00	81,686.00	100.00	0.00	4,084.30	
01066	3rd Flr Guest Room Walls - L	52,670.00	50,036.50	0.00	0.00	0.00	50,036.50	95.00	2,633.50	2,501.83	
01067	4th Flr Elevator Lobby - Matis	3,831.00	3,831.00	0.00	0.00	0.00	3,831.00	100.00	0.00	191.55	
01068	4th Flr Elevator Lobby - Labor	2,470.00	2,346.50	0.00	0.00	0.00	2,346.50	95.00	123.50	117.33	
01069	4th Flr Guest Room Floors - M	139,041.00	139,041.00	0.00	0.00	0.00	139,041.00	100.00	0.00	6,952.05	
01070	4th Flr Guest Room Floors - L	89,652.00	85,169.40	0.00	0.00	0.00	85,169.40	95.00	4,482.60	4,258.47	
01071	4th Flr Guest Room Walls - M	78,124.00	78,124.00	0.00	0.00	0.00	78,124.00	100.00	0.00	3,906.20	
01072	4th Flr Guest Room Walls - L	50,373.00	47,854.35	0.00	0.00	0.00	47,854.35	95.00	2,518.65	2,392.72	
01073	5th Flr Elevator Lobby - M	3,831.00	3,831.00	0.00	0.00	0.00	3,831.00	100.00	0.00	191.55	
01074	5th Flr Elevator Lobby - L	2,470.00	2,346.50	0.00	0.00	0.00	2,346.50	95.00	123.50	117.33	

Application and Certificate For Payment -- page 5

To Owner: BALFOUR BEATTY CONSTRUCTION

Application No: 20

Date: 7/15/2018

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

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

Period To: 7/31/2018

Work Completed

Item Number	Description	Scheduled Value	Previous Application	This Period	Materials Presently Stored	Completed and Stored to Date	%	Balance to Finish	Retention	Memo
01075	5th Flr Guest Room Floors - M	132,051.00	132,051.00	0.00	0.00	132,051.00	100.00	0.00	6,602.55	
01076	5th Flr Guest Room Floors - L	85,144.00	80,886.80	0.00	0.00	80,886.80	95.00	4,257.20	4,044.34	
01077	5th Flr Guest Room Walls - M	74,315.00	74,315.00	0.00	0.00	74,315.00	100.00	0.00	3,715.75	
01078	5th Flr Guest Room Walls - L	47,917.00	45,521.15	0.00	0.00	45,521.15	95.00	2,395.85	2,276.06	
01079	6th Flr Terrace Merkrete - M	12,745.00	12,745.00	0.00	0.00	12,745.00	100.00	0.00	637.25	
01080	6th Flr Terrace Merkrete - L	29,740.00	29,740.00	0.00	0.00	29,740.00	100.00	0.00	1,487.00	
01081	6th Flr Terrace Tile - Matis	121,499.00	121,499.00	0.00	0.00	121,499.00	100.00	0.00	6,074.95	
01082	6th Flr Terrace Tile - Labor	78,340.00	74,423.00	0.00	0.00	74,423.00	95.00	3,917.00	3,721.15	
01083	6th Flr Elevator Lobby - M	5,310.00	5,310.00	0.00	0.00	5,310.00	100.00	0.00	265.50	
01084	6th Flr Elevator Lobby - L	3,424.00	3,252.80	0.00	0.00	3,252.80	95.00	171.20	162.64	
01085	6th Flr Guest Room Floors - M	74,360.00	74,360.00	0.00	0.00	74,360.00	100.00	0.00	3,718.00	
01086	6th Flr Guest Room Floors - L	47,946.00	45,548.70	0.00	0.00	45,548.70	95.00	2,397.30	2,277.44	
01087	6th Flr Guest Room Walls - M	42,927.00	42,927.00	0.00	0.00	42,927.00	100.00	0.00	2,146.35	
01088	6th Flr Guest Room Walls - L	27,678.00	26,294.10	0.00	0.00	26,294.10	95.00	1,383.90	1,314.71	
01089	7th Flr Elevator Lobby - Matis	3,831.00	3,831.00	0.00	0.00	3,831.00	100.00	0.00	191.55	
01090	7th Flr Elevator Lobby - Labor	2,470.00	2,346.50	0.00	0.00	2,346.50	95.00	123.50	117.33	
01091	7th Flr Guest Room Floors - M	92,844.00	92,844.00	0.00	0.00	92,844.00	100.00	0.00	4,642.20	
01092	7th Flr Guest Room Floors - L	59,864.00	56,870.80	0.00	0.00	56,870.80	95.00	2,993.20	2,843.54	
01093	7th Flr Guest Room Walls - M	57,154.00	57,154.00	0.00	0.00	57,154.00	100.00	0.00	2,857.70	
01094	7th Flr Guest Room Walls - L	36,852.00	35,009.40	0.00	0.00	35,009.40	95.00	1,842.60	1,750.47	
01095	8th Flr Elevator Lobby - Matis	3,831.00	3,831.00	0.00	0.00	3,831.00	100.00	0.00	191.55	
01096	8th Flr Elevator Lobby - Labor	2,470.00	2,346.50	0.00	0.00	2,346.50	95.00	123.50	117.33	
01097	8th Flr Guest Room Floors - M	96,025.00	96,025.00	0.00	0.00	96,025.00	100.00	0.00	4,801.25	
01098	8th Flr Guest Room Floors - L	61,915.00	58,819.25	0.00	0.00	58,819.25	95.00	3,095.75	2,940.96	
01099	8th Flr Guest Room Walls - M	56,750.00	50,527.95	0.00	0.00	50,527.95	100.00	0.00	2,337.50	

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Application and Certificate For Payment -- page 6

To Owner: BALFOUR BEATTY CONSTRUCTION

Application No: 20

Date: 7/15/2018

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

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

Period To: 7/31/2018

Work Completed

Item Number	Description	Scheduled Value	Previous Application	This Period	Materials Presently Stored	Completed and Stored to Date	%	Balance to Finish	Retention	Memo
01100	8th Flr Guest Room Walls - L	36,592.00	34,762.40	0.00	0.00	34,762.40	95.00	1,829.60	1,738.12	
01101	Rooftop Elevator Lobbies - M	19,089.00	19,089.00	0.00	0.00	19,089.00	100.00	0.00	954.45	
01102	Rooftop Elevator Lobbies - L	12,308.00	11,692.60	0.00	0.00	11,692.60	95.00	615.40	584.63	
01103	Rooftop Shower - Materials	4,481.00	4,481.00	0.00	0.00	4,481.00	100.00	0.00	224.05	
01104	Rooftop Shower - Labor	2,889.00	2,889.00	0.00	0.00	2,889.00	100.00	0.00	144.45	
01105	Rooftop Bar Floor - Materials	47,049.00	47,049.00	0.00	0.00	47,049.00	100.00	0.00	2,352.45	
01106	Rooftop Bar Floor - Labor	30,337.00	28,820.15	0.00	0.00	28,820.15	95.00	1,516.85	1,441.01	
01107	Rooftop Merkrete - Materials	17,380.00	17,380.00	0.00	0.00	17,380.00	100.00	0.00	869.00	
01108	Rooftop Merkrete - Labor	40,554.00	40,554.00	0.00	0.00	40,554.00	100.00	0.00	2,027.70	
01109	Pool Deck/Terrace Tile - Matls	100,820.00	100,820.00	0.00	0.00	100,820.00	0.00	0.00	5,041.00	
01110	Pool Deck/Terrace Tile - Labor	65,007.00	61,756.65	0.00	0.00	61,756.65	95.00	3,250.35	3,087.83	
CO 01	Deduct to modify work	-19,085.00	-19,085.00	0.00	0.00	-19,085.00	100.00	0.00	-954.25	
CO 02	Zero Change order	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
CO 03	Guestroom Mockup Glass	9,283.00	9,283.00	0.00	0.00	9,283.00	100.00	0.00	464.15	
CO 04	Credit for SF-09 Thin Brick Wall	-16,810.00	-16,810.00	0.00	0.00	-16,810.00	100.00	0.00	-840.50	
CO 05	SI-48 Add of Shower	7,495.00	7,495.00	0.00	0.00	7,495.00	0.00	0.00	374.75	
CO 06	Private Terrace Prep on L3	95,485.00	95,485.00	0.00	0.00	95,485.00	100.00	0.00	4,774.25	
CO 07	Camellia's Lounge GMP to SI54	-3,566.00	-3,566.00	0.00	0.00	-3,566.00	100.00	0.00	-178.30	
CO 08	ADA Bathroom Floor Tile Revision	3,511.00	3,511.00	0.00	0.00	3,511.00	0.00	0.00	175.55	
CO 09	SI 54 Tile Revisions - Entry Foyer	6,485.00	6,485.00	0.00	0.00	6,485.00	100.00	0.00	324.25	
CO 10	Elevator Lobby Stone & Tile	1,963.00	1,963.00	0.00	0.00	1,963.00	100.00	0.00	98.15	
CO 11	Camellia' Bar - Pink Marble Changes	6,877.00	6,533.15	343.85	0.00	6,877.00	100.00	0.00	343.85	
CO 12	Epoxy in Back of House	2,718.78	0.00	2,718.78	0.00	2,718.78	100.00	0.00	135.94	
CO 13	Lobby & Bar GMP to SI-54	1,713.00	1,627.35	85.65	0.00	1,713.00	100.00	0.00	85.65	
CO 14	SPA GMP to SI-54	1,934.00	1,837.30	96.70	0.00	1,934.00	100.00	0.00	96.70	
CO 15	9th Floor Bar GMP to SI Billing Total	17,736.00	10,641.60	7,094.40	0.00	17,736.00	100.00	0.00	886.80	

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CO 16	Spa Retail Countertops Billing Total	9,147.00	5,488.20	3,658.80	0.00	9,147.00	100.00	0.00	457.00
CO 17	Patisserie-GMP to SI-54	1,531.00	1,301.35	0.00	0.00	1,301.35	85.00	229.65	61.53
CO 18	Guestroom Tile Revision	50,126.00	0.00	50,126.00	0.00	50,126.00	100.00	0.00	2,506.30
CO 19	RFI 1118	163.00	0.00	163.00	0.00	163.00	100.00	0.00	8.15
PCO	See PCO Log: 12, 13	0.00	33,030.00	0.00	0.00	33,030.00	100.00	-33,030.00	1,651.50
Application Total		3,525,534.78	3,407,163.25	69,893.58	0.00	3,477,056.83	98.62	48,477.95	173,848.84

DEFENDANT LIBRARY ASSOCIATES, LLC

TRIAL EXHIBIT #6

Part 1 of 2

Marion Sq Pay App #41



APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

OWNER
LIBRARY ASSOCIATES, LLC.
17 Lockwood Drive, Suite 400
Charleston, SC 29401

CONTRACTOR
ADDRESS
Balfour Beatty Construction, LLC
1930 Camden Rd
Charlotte, NC 28203

CONTRACT
THE HOTEL AT MARION SQUARE
(Project #13026000)

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

ARCHITECT
ADDRESS
WINFORD LINDSAY ARCHITECT
344 West Pike Street
Lawrenceville, GA 30046
770-407-5796

APPLICATION 41
PERIOD FROM 08/01/2018
PERIOD TO 08/31/2018

VENDOR #:
ARCHITECTS
PROJECT NO

DISTRIBUTION TO:
☒ OWNER
☒ CONTRACTOR
☒ ARCHITECT
☐ ENGINEERS

CONTRACT DATE 2/18/2015
NTP DATE 3/19/2015
CONTRACT COMPLETION DATE 8/19/2017

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner			
TOTAL \$		5,430,154.57	
Approved this Month			
No.	Date Approved		
17R2		\$ 56,105.80	
TOTALS \$		56,105.80	\$ 5,486,260.37

The undersigned Contractor certifies that to the best of the Contractor's knowledge information and belief the Work covered by this 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: *[Signature]* Date: 8/24/18

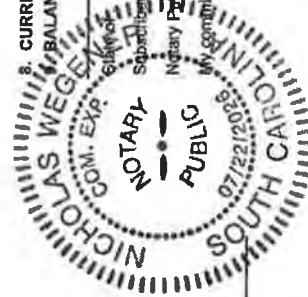
ARCHITECT'S CERTIFICATE FOR PAYMENT

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

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

Continuation Sheet, AIA Document G703.

1. ORIGINAL CONTRACT SUM \$ 59,344,747.00
2. Net change by Change Orders \$ 5,486,260.37
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 64,831,007.37
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 62,979,095.45
5. RETAINAGE:
 - a. Completed Work \$ 3,470,849.19
 - b. Stored Materials \$ 4,742.90Total Retainage (Line 5a + 5b or Total in Column J of G703) \$ 3,475,592.09
6. TOTAL EARNED LESS RETAINAGE \$ 59,503,503.36
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 58,242,006.47
8. CURRENT PAYMENT DUE \$ 1,261,496.89
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6) \$ 5,327,504.01



South Carolina County of Charleston
Subscribed and sworn to before me this 29 day of August 2018
Notary Public: *Nicholas Wegman*
My Commission Expires: 7/22/2026

AMOUNT CERTIFIED \$ 1,261,496.89

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

ARCHITECT: WINFORD LINDSAY ARCHITECT

By: *[Signature]* Date: 9.7.18
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

G702-1983

LINE	A	B	C				D	E	F	G	H	I	J
		WORK DESCRIPTION	ORIGINAL AMOUNT	CHANGE ORDERS	BUDGET TRANSFERS	CURRENT AMOUNT	FROM PREVIOUS APPLICATION	WORK COMPLETED THIS PERIOD	STORED MATERIALS	COMPLETE & STORED TO DATE (D-F)	COMPLETE (D-F)	BALANCE TO FINISH (D-F)	RETAINAGE
1	1	GENERAL CONDITIONS (70 items)	2,218,000.00			2,218,000.00	1,241,500.00	1,000.00		2,218,000.00	100%	100%	100%
2	2	SUBCONTRACTS - COST OF WORK											
3	3	GENERAL											
4	4	STAGING AND LOGISTICS	451,074.00			451,074.00	451,074.00			451,074.00	100%	100%	100%
5	5	GENERAL	813,833.00			813,833.00	813,833.00			813,833.00	100%	100%	100%
6	6	GENERAL	1,882,484.00			1,882,484.00	1,882,484.00			1,882,484.00	100%	100%	100%
7	7	GENERAL	317,516.00			317,516.00	317,516.00			317,516.00	100%	100%	100%
8	8	GENERAL	1,882,484.00			1,882,484.00	1,882,484.00			1,882,484.00	100%	100%	100%
9	9	GENERAL	317,516.00			317,516.00	317,516.00			317,516.00	100%	100%	100%
10	10	GENERAL	1,882,484.00			1,882,484.00	1,882,484.00			1,882,484.00	100%	100%	100%
11	11	GENERAL	317,516.00			317,516.00	317,516.00			317,516.00	100%	100%	100%
12	12	GENERAL	1,882,484.00			1,882,484.00	1,882,484.00			1,882,484.00	100%	100%	100%
13	13	GENERAL	317,516.00			317,516.00	317,516.00			317,516.00	100%	100%	100%
14	14	GENERAL	1,882,484.00			1,882,484.00	1,882,484.00			1,882,484.00	100%	100%	100%
15	15	GENERAL	317,516.00			317,516.00	317,516.00			317,516.00	100%	100%	100%
16	16	GENERAL	1,882,484.00			1,882,484.00	1,882,484.00			1,882,484.00	100%	100%	100%
17	17	GENERAL	317,516.00			317,516.00	317,516.00			317,516.00	100%	100%	100%
18	18	GENERAL	1,882,484.00			1,882,484.00	1,882,484.00			1,882,484.00	100%	100%	100%
19	19	GENERAL	317,516.00			317,516.00	317,516.00			317,516.00	100%	100%	100%
20	20	GENERAL	1,882,484.00			1,882,484.00	1,882,484.00			1,882,484.00	100%	100%	100%
21	21	GENERAL	317,516.00			317,516.00	317,516.00			317,516.00	100%	100%	100%
22	22	GENERAL	1,882,484.00			1,882,484.00	1,882,484.00			1,882,484.00	100%	100%	100%
23	23	GENERAL	317,516.00			317,516.00	317,516.00			317,516.00	100%	100%	100%
24	24	GENERAL	1,882,484.00			1,882,484.00	1,882,484.00			1,882,484.00	100%	100%	100%
25	25	GENERAL	317,516.00			317,516.00	317,516.00			317,516.00	100%	100%	100%
26	26	GENERAL	1,882,484.00			1,882,484.00	1,882,484.00			1,882,484.00	100%	100%	100%
27	27	GENERAL	317,516.00			317,516.00	317,516.00			317,516.00	100%	100%	100%
28	28	GENERAL	1,882,484.00			1,882,484.00	1,882,484.00			1,882,484.00	100%	100%	100%
29	29	GENERAL	317,516.00			317,516.00	317,516.00			317,516.00	100%	100%	100%
30	30	GENERAL	1,882,484.00			1,882,484.00	1,882,484.00			1,882,484.00	100%	100%	100%
31	31	GENERAL	317,516.00			317,516.00	317,516.00			317,516.00	100%	100%	100%
32	32	GENERAL	1,882,484.00			1,882,484.00	1,882,484.00			1,882,484.00	100%	100%	100%
33	33	GENERAL	317,516.00			317,516.00	317,516.00			317,516.00	100%	100%	100%
34	34	GENERAL	1,882,484.00			1,882,484.00	1,882,484.00			1,882,484.00	100%	100%	100%
35	35	GENERAL	317,516.00			317,516.00	317,516.00			317,516.00	100%	100%	100%
36	36	GENERAL	1,882,484.00			1,882,484.00	1,882,484.00			1,882,484.00	100%	100%	100%
37	37	GENERAL	317,516.00			317,516.00	317,516.00			317,516.00	100%	100%	100%
38	38	GENERAL	1,882,484.00			1,882,484.00	1,882,484.00			1,882,484.00	100%	100%	100%
39	39	GENERAL	317,516.00			317,516.00	317,516.00			317,516.00	100%	100%	100%
40	40	GENERAL	1,882,484.00			1,882,484.00	1,882,484.00			1,882,484.00	100%	100%	100%
41	41	GENERAL	317,516.00			317,516.00	317,516.00			317,516.00	100%	100%	100%
42	42	GENERAL	1,882,484.00			1,882,484.00	1,882,484.00			1,882,484.00	100%	100%	100%
43	43	GENERAL	317,516.00			317,516.00	317,516.00			317,516.00	100%	100%	100%
44	44	GENERAL	1,882,484.00			1,882,484.00	1,882,484.00			1,882,484.00	100%	100%	100%
45	45	GENERAL	317,516.00			317,516.00	317,516.00			317,516.00	100%	100%	100%
46	46	GENERAL	1,882,484.00			1,882,484.00	1,882,484.00			1,882,484.00	100%	100%	100%
47	47	GENERAL	317,516.00			317,516.00	317,516.00			317,516.00	100%	100%	100%
48	48	GENERAL	1,882,484.00			1,882,484.00	1,882,484.00			1,882,484.00	100%	100%	100%
49	49	GENERAL	317,516.00			317,516.00	317,516.00			317,516.00	100%	100%	100%
50	50	GENERAL	1,882,484.00			1,882,484.00	1,882,484.00			1,882,484.00	100%	100%	100%
51	51	GENERAL	317,516.00			317,516.00	317,516.00			317,516.00	100%	100%	100%
52	52	GENERAL	1,882,484.00			1,882,484.00	1,882,484.00			1,882,484.00	100%	100%	100%
53	53	GENERAL	317,516.00			317,516.00	317,516.00			317,516.00	100%	100%	100%
54	54	GENERAL	1,882,484.00			1,882,484.00	1,882,484.00			1,882,484.00	100%	100%	100%
55	55	GENERAL	317,516.00			317,516.00	317,516.00			317,516.00	100%	100%	100%
56	56	GENERAL	1,882,484.00			1,882,484.00	1,882,484.00			1,882,484.00	100%	100%	100%
57	57	GENERAL	317,516.00			317,516.00	317,516.00			317,516.00	100%	100%	100%
58	58	GENERAL	1,882,484.00			1,882,484.00	1,882,484.00			1,882,484.00	100%	100%	100%
59	59	GENERAL	317,516.00			317,516.00	317,516.00			317,516.00	100%	100%	100%
60	60	GENERAL	1,882,484.00			1,882,484.00	1,882,484.00			1,882,484.00	100%	100%	100%
61	61	GENERAL	317,516.00			317,516.00	317,516.00			317,516.00	100%	100%	100%
62	62	GENERAL	1,882,484.00			1,882,484.00	1,882,484.00			1,882,484.00	100%	100%	100%
63	63	GENERAL	317,516.00			317,516.00	317,516.00			317,516.00	100%	100%	100%
64	64	GENERAL	1,882,484.00			1,882,484.00	1,882,484.00			1,882,484.00	100%	100%	100%
65	65	GENERAL	317,516.00			317,516.00	317,516.00			317,516.00	100%	100%	100%
66	66	GENERAL	1,882,484.00			1,882,484.00	1,882,484.00			1,882,484.00	100%	100%	100%
67	67	GENERAL	317,516.00			317,516.00	317,516.00			317,516.00	100%	100%	100%
68	68	GENERAL	1,882,484.00			1,882,484.00	1,882,484.00			1,882,484.00	100%	100%	100%
69	69	GENERAL	317,516.00			317,516.00	317,516.00			317,516.00	100%	100%	100%
70	70	GENERAL	1,882,484.00			1,882,484.00	1,882,484.00			1,882,484.00	100%	100%	100%
71	71	GENERAL	317,516.00			317,516.00	317,516.00			317,516.00	100%	100%	100%
72	72	GENERAL	1,882,484.00			1,882,484.00	1,882,484.00			1,882,484.00	100%	100%	100%
73	73	GENERAL	317,516.00			317,516.00	317,516.00			317,516.00	100%	100%	100%
74	74	GENERAL	1,882,484.00			1,882,484.00	1,882,484.00			1,882,484.00	100%	100%	100%
75	75	GENERAL	317,516.00			317,516.00	317,516.00			317,516.00	100%	100%	100%
76	76	GENERAL	1,882,484.00			1,882,484.00	1,882,484.00			1,882,484.00	100%	100%	100%
77	77	GENERAL	317,516.00			317,516.00	317,516.00			317,516.00	100%	100%	100%
78	78	GENERAL	1,882,484.00			1,882,484.00	1,882,484.00			1,882,484.00	100%	100%	100%
79	79	GENERAL	317,516.00			317,516.00	317,516.00			317,516.00	100%	100%	100%
80	80	GENERAL	1,882,484.00			1,882,484.00	1,882,484.00			1,882,484.00	100%	100%	100%
81	81	GENERAL	317,516.00			317,516.00	317,516.00			317,516.00	100%	100%	100%
82	82	GENERAL	1,882,484.00			1,882,484.00	1,882,484.00			1,882,484.00	100%	100%	100%
83	83	GENERAL	317,516.00			317,516.00	317,516.00			317,516.00	100%	100%	100%
84	84	GENERAL	1,882,484.00			1,882,484.00	1,882,484.00			1,882,484.00	100%	100%	100%
85	85	GENERAL	317,516.00			317,516.00	317,516.00			317,516.00	100%	100%	100%
86	86	GENERAL	1,882,484.00			1,882,484.00	1,882,484.00			1,882,484.00	100%	100%	100%
87	87	GENERAL	317,516.00			317,516.00	317,516.00			317,516.00	100%	100%	100%
88	88	GENERAL	1,882,484.00			1,882,484.00	1,882,484.00			1,882,484.00	100%	100%	100%
89	89	GENERAL	317,516.00			317,516.00	317,516.00			317,516.00	100%	100%	100%
90	90	GENERAL	1,882,484.00			1,882,484.00	1,882,484.00			1,882,484.00	100%	100%	100%
91	91	GENERAL	317,516.00			317,516.00	317,516.00			317,516.00	100%	100%	100%
92	92	GENERAL	1,882,484.00			1,882,484.00	1,882,484.00			1,882,484.00	100%	100%	100%
93	93	GENERAL	317,516.00			317,516.00	317,516.00			317,516.00	100%	100%	100%
94	94	GENERAL	1,882,484.00			1,882,484.00	1,882,484.00			1,882,484.00	100%	100%	100%
95	95	GENERAL	317,516.00			317,516.00	317,516.00			317,516.00	100%	100%	100%
96	96	GENERAL	1,882,484.00			1,882,484.00	1,882,484.00			1,882,484.00	100%	100%	100%
97	97												

[illegible]

**Contractor's Conditional Partial Waiver and Release of Lien
(Upon Progress Payment)**

KNOW ALL MEN BY THESE PRESENTS:

That Balfour Beatty Construction, LLC (the "Lienor") for and in consideration of the payment of the sum of \$1,261,496.89 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 August 21, 2018.

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

The current Contract Sum is: \$ 64,831,007.37

The cumulative amount paid to Contractor to date is: \$ 57,203,493.42

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 29 day of August, 2018.

Signed, sealed and delivered
in the presence of:

[Signature]

Signature

Nich Wegener

Print Name

STATE OF SC

COUNTY OF Charleston



Balfour Beatty Construction, LLC

a Delaware limited liability company

[Signature]

Signature

Alec Dooley Assistant Project Manager

Print Name & Title

The foregoing instrument was acknowledged before me this 29 day of August, 2018, by Dooley, Alec of Balfour Beatty Construction a Delaware limited liability company, on behalf of the company. He/she is personally known to me or has produced OH DL (type of identification) as identification.

Nicholas Wegener
NOTARY PUBLIC, STATE OF SC
My Commission Expires: 7/22/2026

Stored Materials Inventory

Form #4b

BORROWER:	Library and Associates, LLC	DATE:	8/21/2018
PROJECT NAME:	The Hotel at Marion Square	DRAW #	41
GENERAL CONTRACTOR	Balfour Beatty Construction, LLC	PERIOD ENDING DATE:	8/31/2018

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	\$11,250.00	\$14,250.00	\$0.00	\$25,500.00	\$2,550.00
	Electrical	N. Charleston, SC	Watson Elect	\$62,537.00	\$0.00	\$62,537.00	\$0.00	\$0.00
	Millwork (Guestrooms)	Ladson, SC	Low Country	\$0.00	\$33,179.00	\$0.00	\$0.00	\$0.00
	Millwork (L1, L2, L9)	Ladson, SC	Low Country	\$2,327.00	\$0.00	\$0.00	\$2,327.00	\$232.70
	Hard Tile	Lexington, SC	David Allen	\$9,652.41	\$0.00	\$0.00	\$9,652.41	\$965.24
	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			\$163,116.41	\$47,429.00	\$62,537.00	\$148,008.41	\$14,800.84

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, BBC to reconcile impact
15. Notification of Delay and Cost Impact – Millwork	Notice submitted on 6/27/17. BBC to reconcile impact
16. Notification of Delay and Cost Impact – Hurricane Irma	Multiple Delay, BBC reconciling impact as scope is clarified.
17. Notice of Delay – South Patio	Notice and Claim submitted, remains open.
18. Notice of Delay – Wood Flooring Selection	Notice Submitted, owner Redesigned Patio, scope still unknown.
19. Notice of Delay and Cost Impact – Rooftop Cabanas	Pending Submission. BBC to reconcile impact
	Notice Submitted, Owner Redesigned Casework, BBC to reconcile impact.

Exhibit XX The Hotel at Marion Square - Balfour Beatty Construction Master Request for Change Order Log										8/21/2018	
Item	Revision	Description	Date of First Submission	Date of Most Recent Submission	Pending	Submitted	Approved	Revised	Days	Executed Date	OCO
1		Rebar at PT Slab to Caping Beam Connection					\$ 5,291.99	\$ 11,895.00			
2		Increased Bracing Size and Cap Beam									
3		Business Pricing									
4		Added Piles and Pile Cap Column 1-23					\$ 31,647.07				
5		FTE Warehousing Scope Addition					\$ 5,286.54				
6		Stucco Unitations Finish Upgrade					\$ 106,944.20				
7		Benjamin's Decorative Waterproofing Foundation Ship Drawings					\$ 554,882.76				
8		Chrysler Horton Gutter System					\$ 12,296.10				
9		Perimeter Equipment Scope Addition					\$ 23,066.40				
10		Exterior Flooring in Lieu of Quarry Tile					\$ 1,032,932.25				
11		Change use of Switchboard LSP from 1600A to 2000A					\$ 100,010.09				
12		Factory Primed Guestroom Entrance Doors					\$ 20,456.27				
13		Rebar TV Port at Entry per Actual Services Provided - VOID					\$ 9,314.63				
14		Rebar structure of framing to delete 4 columns in the bathroom					\$ 4,947.25				
15		Added Concrete and Rebar at Ceiling Beam Penetrations					\$ 5,876.46	\$ 32,475.01			
16		Finish Hardware Questions Response to RF 0083									
17		Guest Pile Joint Waterproofing Detail					\$ 7,496.58				
18		Shower Door Revisions from Submittal Appointee					\$ 27,737.27				
19	1/7/2016	Shower Door Hardware Revision					\$ 50,688.89				
20		MOD 1 Underground Plumbing					\$ 63,069.31				
21		Tire Muller Change									
22		Granium Window					\$ 182,519.38	\$ 32,030.84			
23		Electrical Revisions in Mopli Rooms					\$ 3,533.00				
24		Mockup Granium Windows						\$ 14,936.55			
25		Added Millwork Ten Per Model Room Revision Set Dated 2015-10-16.					\$ 4,064.81				
26		Millwork TV Cabinets, Dealing, Trim					\$ 3,717.21				
27		Added Barn Door at King Guestroom Mockup									
28		1100 Year storm delay 270 days	1/13/2016			\$ 214,000.10			10		
29		Pool Tilt Edge (LO) Raiser Edge					\$ 2,815.72				
30		Guest Room Closet Light Fixtures						\$ 43,751.57			
31		Mockup Glass Tile Mosaic					\$ 9,712.57	\$ 322,014.22			
32		Mockup Glass Tile Mosaic					\$ 23,933.86				
33		Waterstop at Pile Caps					\$ 4,704.85				
34		Drawing Modification									
35		October November, and December 2015 Rain Dows - Rejected									
36		Rebar 1-4 Entrance Finish Revision					\$ 143,425.14				
37		Water MOD 1 Drawing Revisions					\$ 61,960.00	\$ 352.14			
38		Cook and Boardman MOD 1 Drawing Revisions									
39		Model Room Barn Door Installation					\$ 1,385.59				
40		Utility Design Changes					\$ 61,434.59				
41		5" Steel Ceiling Revision					\$ 6,002.17				
42		1100 Year Storm Repair Cost						\$ 124,080.00			
43		Manager's Note Star						\$ 41,712.00			
44		VOID						\$ 6,411.00			
45		Added valves and access panels for gas line to lanterns					\$ 13,540.37				
46		MOD 1 Drywall Revisions						\$ 145.04			
47		Mechanical Airway Waterproofing					\$ 5,341.40				
48		Cap Beam Core Drilling Penetration					\$ 74,415.55				
49		Water MOD 1 and MOD 4 Drawing Revisions					\$ 9,413.56				
50		Water MOD 1 and MOD 4 Drawing Revisions					\$ 8,070.42				
51		Water MOD 1 and MOD 4 Drawing Revisions					\$ 81,099.35				
52		Acrylic Pool Cover					\$ 2,046.75				
53		MOD 1 Interior Glass Revisions					\$ 122,490.00				
54		Dimo Allowance Reconciliation						\$ 1,000,000.00			
55		Supplemental Instructions #27 - Sub Fold					\$ 10,311.14				
56		Manufacturer's 20 Year Waterproofing Warranty on Copper Roof						\$ 37,101.01			
57		Water MOD 2 Drawing Revisions					\$ 7,603.37				
58		Water MOD 2 Drawing Revisions					\$ 8,200.10				
59		MOD 1 Plumbing and HVAC Revisions - VOID									
60		REMOVED - MOD 1-3 Submitted together									
61		MOD 4 Revisions (Drywall)									
62		PP-0148, 30-4005 Roof Truss Revisions					\$ 26,747.00				
63		Concealed Sprinkler Heads in Guestrooms and Corridors					\$ 19,012.14				
64		Waterproofing backlogs around windows						\$ 22,136.00			
65		Lotus Succo Finish Cost					\$ 42,237.44				
66		HandWall design change						\$ 56,433.00			
67		St #23 Drawing Revisions	7/2/2016	6/19/2017							
68		Spring Hinges in lieu of Door Closers on Guestroom Entrances	7/5/2016	7/5/2016							
69		Guestroom Entry Door Concealed Closers	7/5/2016	7/5/2016							
70		Changes to doors and frames per submittal comments	6/9/2017	7/17/2017				\$ 148,201.00			
71		Change to fully welded pocket door frames	7/5/2016	7/5/2016				\$ 40,621.38			
72		Guestroom Decorative Grilles	7/6/2016	7/21/2017				\$ 112,945.00			
73		Granium Window Covers	7/31/2017	7/31/2017				\$ 86,207.99			
							\$ 17,280.00				

Supp. Vol. 7

Supp. Vol. 7

[illegible]

62/01A

**Balfour Beatty
Construction****Request for Payment**Subcontractor's Name
Subcontractor's AddressWerder Contract Services, LLC
6175 Northbelt Parkway A-1
Norcross, GA 30071Phone Number
Fax Number770-797-9400
770-797-9404

Pay Request #

8

Work Performed Through:

7/31/2018

Project Name:
Owner:

Hotel at Marion Square

Job No.:

Date:

7/19/2018

Description of Work:**Warehousing & Installation**

Original Contract Amount

\$337,475.00

Change Order Total

\$208,263.03

Through C/O #10

Total Revised Contract

\$545,738.03

Value of Work Performed to Date

\$431,284.28

Value of Materials Stored On Site

Value of Materials Stored Off Site

Current Month (Stored Materials)

Total

\$431,284.28

Less 10% Retainage

\$42,205.21

Amount Earned to Date

\$389,079.07

Less Previous Billings/Payments

\$303,760.23

Less Adjustments/Joint Checks

Less Pending Back Charges

Total Amount due Requisition

\$114,771.64

Subcontract ☐Purchase Order ☐**Other Contract Type**Unit Price ☐
Bonded ☐Lump Sum ☐
Unbonded ☐Subguard ☐Alternate Plan ☐Contract Increased 20%? Y ☐ N ☐If yes, bond rider received Y ☐ N ☐EEO Reports Current Y ☐ N ☐Certified Payroll Current Y ☐ N ☐**Insurance Status**

Insurance Expiration Date

Release Attached Y ☐ N ☐Tier/Supplier Release
If Required Y ☐ N ☐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

Owner Payment Rec'd Date:

Payment Terms:

Pay Select #

For Balfour Beatty Use Only:

CO #	Vendor #	Job #	Contract No.
Date	Invoice #	Description	
Gross Amount	Retainage Amt	Net Amount	
\$431,284.28	\$42,205.21	\$114,771.64	
Accrue Tax	Tax Code	Pay Item & Cost Code	
YES			
NO			
Halt Codes:			
Approvals:			
PH / Date		PA / Date	
		APA / Date	

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702 PAGE 1 OF 2 PAGES

TO (Contractor):
BALFOUR BEATTY CONSTRUCTION, LLC
1930 Camden Road, Suite 280
Charlotte, NC 28203

PROJECT:
Hotel at Marion Square

FROM (TRADE CONTRACTOR):
Westley Contract Services
6175 Northbelt Parkway A-1
Norcross, Ga 30071

ARCHITECT'S
PROJECTS NO:

APPLICATION:
PERIOD FROM:
PERIOD TO:

DISTRIBUTION TO:
OWNER
X CONTRACTOR
ARCHITECT
TRADE CONTRACTOR

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY		DEDUCTIONS
Change Orders approved previous months by Owner		
TOTAL	\$85,438.98	
Approved this Month		
No. [Date Approved]		
7	150.00	
8	2,565.88	
9	2,600.00	
10	117,508.17	
TOTALS	122,824.05	\$0.00
Net change by Change Orders:		\$208,263.03

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

CONTRACTOR:

By:  Date: 7/19/2018

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.

CONTRACT DATE:

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

1. ORIGINAL CONTRACT SUM	\$	337,475.00
2. Net change by Change Orders	\$	208,263.03
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	545,738.03
4. TOTAL COMPLETED & STORED TO DATE (Column G)	\$	431,284.28

5. RETAINAGE:

a. 10 % of Completed Work (Column D + E)	\$	42,205.21
b. 10 % of Stored Material (Column F)	\$	\$0.00

Total Retainage (Line 5a + 5b or

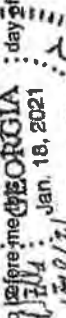
Total in Column I)	\$	42,205.21
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$	389,078.07

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE	\$	303,760.23
------------------------	----	------------

9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 8)

	\$	114,771.64
	\$	156,658.96

State of Georgia
Subscribed and sworn to before me this 18th day of January, 2021
Notary Public: 
My commission expires: 1/18/2021

2018

AMOUNT CERTIFIED \$ 114,771.64

(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.

WESTLEY CONTRACT SERVICES, LLC.
SCHEDULE OF VALUES FOR: Marion Square

DATE: 19 July 2018

DESCRIPTION OF WORK	SCHEDULED VALUE OF WORK	WORK COMPLETED			PERCENTAGE COMPLETED TO DATE	BALANCE TO FINISH	RETAINAGE TO DATE
		PREVIOUS APPLICATIONS	THIS APPLICATION Number Eight	Total Completed To Date			
Warehousing	\$117,000.00	\$105,300.00	\$0.00	\$105,300.00	90.00%	\$11,700.00	\$10,530.00
Installation	\$177,000.00	\$106,200.00	\$5,000.00	\$111,200.00	62.82%	\$65,800.00	\$11,120.00
Extras	\$43,475.00	\$6,521.25	\$0.00	\$6,521.25	15.00%	\$36,953.75	\$435.00
CCO 01 Warehouse Add'l Inspect	\$4,326.00	\$4,326.00	\$0.00	\$4,326.00	100.00%	\$0.00	\$433.00
CCO 02 First 8 Containers Cleared	\$7,065.00	\$7,065.00	\$0.00	\$7,065.00	100.00%	\$0.00	\$0.00
CCO 03 Measure Rms	\$400.00	\$400.00	\$0.00	\$400.00	100.00%	\$0.00	\$40.00
CCO 04 Cut Down TV Panels	\$24,450.00	\$23,350.00	\$1,100.00	\$24,450.00	100.00%	\$0.00	\$2,445.00
CCO 05 Remove Fabric Panels	\$2,925.00	\$2,925.00	\$0.00	\$2,925.00	100.00%	\$0.00	\$292.50
CCO 06 Install Vanity Sink Bowls	\$21,500.00	\$21,300.00	\$200.00	\$21,500.00	100.00%	\$0.00	\$2,150.00
CCO 07 Cutting of Vanity Splashes	\$1,575.00	\$1,425.00	\$150.00	\$1,575.00	100.00%	\$0.00	\$157.50
CCO 08 Additional Storage Feb 2018	\$25,913.86	\$23,347.98	\$2,565.88	\$25,913.86	100.00%	\$0.00	\$2,591.39
CCO 09 Cut Columns for Sprinklers	\$2,600.00	\$1,600.00	\$1,000.00	\$2,600.00	100.00%	\$0.00	\$260.00
CCO 10 Additional Storage Mar-July 2018	\$117,508.17	\$0.00	\$117,508.17	\$117,508.17	100.00%	\$0.00	\$11,750.82
TOTALS	\$545,738.03	\$303,760.23	\$127,524.05	\$431,284.28			\$42,205.21

TIER RELEASE SCHEDULE & OCIP CONFIRMATION LOG

[illegible]

**Note: For any uninvolved/unreported driver that is involved in an OCIP loss, you may be responsible for \$50,000 deductible.

[illegible]

GER (INFORMATION) was found to be higher

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

KNOW ALL MEN BY THESE PRESENTS:

That Westley Contract Services, LLC (the "Lienor") for and in consideration of the payment of the sum of \$14,710.00 and other good and valuable consideration paid by Balfour Beatty Construction, LLC (the "Contractor") or Library Associates, LLC ("Owner"), hereby releases, waives and quit claims to Contractor, the Owner, and their respective successors and assigns, all liens, lien rights, claims or demands of any kind whatsoever, which Lienor now has or might have against Contractor and/or Owner and/or the buildings and improvements on the premises legally described as: See Exhibit "A" attached hereto (the "Property") on account of labor and services performed and/or material furnished for the construction of any improvements thereon; except for retention, and open change order requests, claims or disputes identified as follows:

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 November, 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 19th day of July, 2018

Signed, sealed and delivered

in the presence of:

Delores Wells

Signature

Delores Wells

Print Name

Westley Contract Services, LLC
a Limited Liability Corp.

Robin Money

Robin Money/Senior Project Manager

STATE OF Georgia

COUNTY OF Gwinnett

The foregoing Instrument was acknowledged before me this 19th day of July, 2018, Robin Money of Westley Contract Services, LLC a Limited Liability corporation on, on behalf of the corporation. He/she is personally known to me or has produced Drivers License (type of Identification) as Identification.

NOTARY PUBLIC

My Commission Expires: January 17, 2021

6/01A

**Balfour Beatty
Construction****Request for Payment**Subcontractor's Name
Subcontractor's Address

Westley Contract Services, LLC

6175 Northbelt Parkway A-1

Norcross, GA 30071

Phone Number
Fax Number

770-797-9400

770-797-9404

Pay Request #

9

Work Performed Through:

8/31/2018

Project Name:
Owner:

Hotel at Marion Square

Job No.:

Date:

8/13/2018

Description of Work:

Warehousing & Installation

Original Contract Amount

\$337,475.00

Change Order Total

\$227,642.59

Through C/O #:12

Total Revised Contract

\$565,117.59

Value of Work Performed to Date

\$533,467.59

Value of Materials Stored On Site

Value of Materials Stored Off Site

Current Month (Stored Materials)

Total

\$533,467.59

Less 10% Retainage

\$48,728.17

Amount Earned to Date

\$484,739.42

Less Previous Billings/Payments

\$431,284.28

Less Adjustments/Joint Checks

Less Pending Back Charges

Total Amount this Recognition

\$91,964.98

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 Payroll 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

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 #

For Balfour Beatty Use Only:

CO #	Vendor #	Job #	Contract No.
Date	Invoice #	Description	
Gross Amount	Retainage Amt	Net Amount	
\$533,467.59	\$48,728.17	\$91,964.98	
Accrue Tax	Tax Code	Pay Item & Cost Code	
YES			
NO			
Halt Codes:			
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): **Westley Contract Services**

6175 Northbelt Parkway A-1
Norcross, Ga 30071

VIA (Construction Contract):

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY		DEDUCTIONS
Change Orders approved previous months by Owner	ADDITIONS	
TOTAL	\$208,263.03	
Approved this Month		
No. [Date Approved]		
11	18,929.56	
12	450.00	
TOTALS	19,379.56	\$0.00
Net change by Change Orders:		\$227,642.59

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

CONTRACTOR:

By: 

Date: 8/16/2018

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.

AIA DOCUMENT G702

PAGE 1 OF 2 PAGES

APPLICATION:

PERIOD FROM:

PERIOD TO:

DISTRIBUTION TO:

☐	OWNER
☒	CONTRACTOR
☐	ARCHITECT
☐	TRADE CONTRACTOR

ARCHITECT'S

PROJECTS NO:

CONTRACT DATE:

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

1. ORIGINAL CONTRACT SUM	\$	337,475.00
2. Net change by Change Orders	\$	227,642.59
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	565,117.59
4. TOTAL COMPLETED & STORED TO DATE (Column G)	\$	533,467.36

5. RETAINAGE:

a. 10 % of Completed Work	\$	48,728.17
b. 10 % of Stored Material (Column F)	\$	\$0.00

Total Retainage (Line 5a + 5b or

6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$	48,728.17
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	431,284.28

8. CURRENT PAYMENT DUE

9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 8)

8. CURRENT PAYMENT DUE	\$	91,984.98
9. BALANCE TO FINISH, PLUS RETAINAGE	\$	80,378.40

State of: Georgia
Subscribed and sworn to before me on this 16th day of August, 2018
Notary Public: John Wells
My commission expires: Jan. 18, 2021

2018

AMOUNT CERTIFIED \$ 91,984.98

(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

WESTLEY CONTRACT SERVICES, LLC.

SCHEDULE OF VALUES FOR: Marion Square

DATE: 13 AUG 2018

DESCRIPTION OF WORK	SCHEDULED VALUE OF WORK	WORK COMPLETED			PERCENTAGE COMPLETED TO DATE	BALANCE TO FINISH	RETAINAGE TO DATE
		PREVIOUS APPLICATIONS	THIS APPLICATION Number NINE	Total Completed To Date			
Warehousing	\$117,000.00	\$105,300.00	\$5,850.00	\$111,150.00	95.00%	\$5,850.00	\$11,115.00
Installation	\$177,000.00	\$111,200.00	\$40,000.00	\$151,200.00	85.42%	\$25,800.00	\$15,120.00
Extras	\$43,475.00	\$6,521.25	\$36,953.75	\$43,475.00	100.00%	\$0.00	\$435.00
CCO 01 Warehouse Add'l Inspect	\$4,326.00	\$4,326.00	\$0.00	\$4,326.00	100.00%	\$0.00	\$433.00
CCO 02 First 8 Containers Cleared	\$7,065.00	\$7,065.00	\$0.00	\$7,065.00	100.00%	\$0.00	\$0.00
CCO 03 Measure Rms	\$400.00	\$400.00	\$0.00	\$400.00	100.00%	\$0.00	\$40.00
CCO 04 Cut Down TV Panels	\$24,450.00	\$24,450.00	\$0.00	\$24,450.00	100.00%	\$0.00	\$2,445.00
CCO 05 Remove Fabric Panels	\$2,925.00	\$2,925.00	\$0.00	\$2,925.00	100.00%	\$0.00	\$292.50
CCO 06 Install Vanity Sink Bowls	\$21,500.00	\$21,500.00	\$0.00	\$21,500.00	100.00%	\$0.00	\$2,150.00
CCO 07 Cutting of Vanity Splashes	\$1,575.00	\$1,575.00	\$0.00	\$1,575.00	100.00%	\$0.00	\$157.50
CCO 08 Additional Storage Feb 2018	\$25,913.86	\$25,913.86	\$0.00	\$25,913.86	100.00%	\$0.00	\$2,591.39
CCO 09 Cut Columns for Sprinklers	\$2,600.00	\$2,600.00	\$0.00	\$2,600.00	100.00%	\$0.00	\$260.00
CCO 10 Additional Storage Mar-July 2018	\$117,508.17	\$117,508.17	\$0.00	\$117,508.17	100.00%	\$0.00	\$11,750.82
CCO 11 Additional Storage Aug 2018	\$18,929.58	\$0.00	\$18,929.58	\$18,929.58	100.00%	\$0.00	\$1,892.98
CCO 12 Attempted Vanity Switch Out	\$450.00	\$0.00	\$450.00	\$450.00	100.00%	\$0.00	\$45.00
TOTALS	\$565,117.59	\$431,284.28	\$102,183.31	\$533,467.59			\$48,728.17

TIER RELEASE SCHEDULE & OCIP CONFIRMATION LOG

[illegible]

Note: For any unreported fire sub that is involved in an OCIP loss, you may be responsible for \$50,000 deductible.

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	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	227	228	229	230	231	232	233	234	235	236	237	238	239	240	241	242	243	244	245	246	247	248	249	250	251	252	253	254	255	256	257	258	259	260	261	262	263	264	265	266	267	268	269	270	271	272	273	274	275	276	277	278	279	280	281	282	283	284	285	286	287	288	289	290	291	292	293	294	295	296	297	298	299	300	301	302	303	304	305	306	307	308	309	310	311	312	313	314	315	316	317	318	319	320	321	322	323	324	325	326	327	328	329	330	331	332	333	334	335	336	337	338	339	340	341	342	343	344	345	346	347	348	349	350	351	352	353	354	355	356	357	358	359	360	361	362	363	364	365	366	367	368	369	370	371	372	373	374	375	376	377	378	379	380	381	382	383	384	385	386	387	388	389	390	391	392	393	394	395	396	397	398	399	400	401	402	403	404	405	406	407	408	409	410	411	412	413	414	415	416	417	418	419	420	421	422	423	424	425	426	427	428	429	430	431	432	433	434	435	436	437	438	439	440	441	442	443	444	445	446	447	448	449	450	451	452	453	454	455	456	457	458	459	460	461	462	463	464	465	466	467	468	469	470	471	472	473	474	475	476	477	478	479	480	481	482	483	484	485	486	487	488	489	490	491	492	493	494	495	496	497	498	499	500	501	502	503	504	505	506	507	508	509	510	511	512	513	514	515	516	517	518	519	520	521	522	523	524	525	526	527	528	529	530	531	532	533	534	535	536	537	538	539	540	541	542	543	544	545	546	547	548	549	550	551	552	553	554	555	556	557	558	559	560	561	562	563	564	565	566	567	568	569	570	571	572	573	574	575	576	577	578	579	580	581	582	583	584	585	586	587	588	589	590	591	592	593	594	595	596	597	598	599	600	601	602	603	604	605	606	607	608	609	610	611	612	613	614	615	616	617	618	619	620	621	622	623	624	625	626	627	628	629	630	631	632	633	634	635	636	637	638	639	640	641	642	643	644	645	646	647	648	649	650	651	652	653	654	655	656	657	658	659	660	661	662	663	664	665	666	667	668	669	670	671	672	673	674	675	676	677	678	679	680	681	682	683	684	685	686	687	688	689	690	691	692	693	694	695	696	697	698	699	700	701	702	703	704	705	706	707	708	709	710	711	712	713	714	715	716	717	718	719	720	721	722	723	724	725	726	727	728	729	730	731	732	733	734	735	736	737	738	739	740	741	742	743	744	745	746	747	748	749	750	751	752	753	754	755	756	757	758	759	760	761	762	763	764	765	766	767	768	769	770	771	772	773	774	775	776	777	778	779	780	781	782	783	784	785	786	787	788	789	790	791	792	793	794	795	796	797	798	799	800	801	802	803	804	805	806	807	808	809	810	811	812	813	814	815	816	817	818	819	820	821	822	823	824	825	826	827	828	829	830	831	832	833	834	835	836	837	838	839	840	841	842	843	844	845	846	847	848	849	850	851	852	853	854	855	856	857	858	859	860	861	862	863	864	865	866	867	868	869	870	871	872	873	874	875	876	877	878	879	880	881	882	883	884	885	886	887	888	889	890	891	892	893	894	895	896	897	898	899	900	901	902	903	904	905	906	907	908	909	910	911	912	913	914	915	916	917	918	919	920	921	922	923	924	925	926	927	928	929	930	931	932	933	934	935	936	937	938	939	940	941	942	943	944	945	946	947	948	949	950	951	952	953	954	955	956	957	958	959	960	961	962	963	964	965	966	967	968	969	970	971	972	973	974	975	976	977	978	979	980	981	982	983	984	985	986	987	988	989	990	991	992	993	994	995	996	997	998	999	1000
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CONCLUSIONS AND FURTHER STUDIES

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

KNOW ALL MEN BY THESE PRESENTS:

That Westley Contract Serv. (the "Lienor") for and in consideration of the payment of the sum of \$ 91,964.98 and other good and valuable consideration paid by Balfour Beatty Construction, LLC (the "Contractor") or Library Associates, LLC ("Owner"), receipt of which is hereby acknowledged, hereby releases, waives and quit claims to Contractor, the Owner, and their respective successors and assigns, all liens, lien rights, claims or demands of any kind whatsoever, which Lienor now has or might have against Contractor and/or Owner and/or the buildings and improvements on the premises legally described as: See Exhibit "A" attached hereto (the "Property") on account of labor and services performed and/or material furnished for the construction of any improvements thereon; except for retention, and open change order requests, claims or disputes identified as follows:

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

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

IN WITNESS THEREOF, I have hereunto set my hand seal this 16 day of August, 2018

Signed, sealed and delivered
In the presence of:

Janet Money
Signature
Janet Money
Print Name

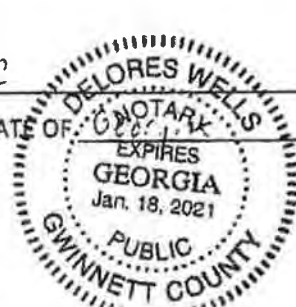
Westley Contract Services, LLC
a Limited Liability corporation
Robin Money
Signature
Robin Money / Senior Proj mgr
Print Name & Title

STATE OF Georgia
COUNTY OF Gwinnett

The foregoing instrument was acknowledged before me this 16 day of August, 2018 by Robin Money of Westley Contract Serv. a Limited Liability corporation on, on behalf of the corporation. He/she is personally known to me or has produced Drivers License (type of identification) as identification.

My Commission Expires: 1/15/21

NOTARY PUBLIC, STATE OF



9/02J

EXHIBIT G - APPLICATION FOR PAYMENT

Pay Request #: 10
Work Performed Through 8/31/18

Subcontractor's Name: Pleasant Places, Inc.
Subcontractor's Address: 449 Long Point Road, Mt. Pleasant, SC 29464
Phone Number: 843-881-3430
Fax Number:

Project Name: Hotel at Marion Square Project No.: 13026000 Date: 8/15/18
Owner:

Description of Work: Landscape, Hardscape & Irrigation

Original Contract Amount: \$317,316.00
Change Order Total: \$13,530
Through C/O#:
Total Revised Contract: \$330,846
Value of Work Performed to Date: \$313,792.13
Value of Materials Stored On Site
Value of Materials Stored Off Site
Current Month (Stored Materials)
Total: \$313,792.13
Less 10.0000 % Retainage: \$15,689.61
Amount Earned to Date: \$298,102.52
Less Previous Billings/Payments: \$293,827.52
Less Adjustments/Joint Checks
Less Pending Back Charges
Total Amount this Requisition: \$4,275.00

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 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 #			

For Balfour Beatty Construction Use Only:

CO #	Vendor #	Job #	Contract No.
		13026000	029
Date	Invoice #	Description	
Gross Amount	Retainage Amt	Net Amount	
Accrue Tax	Tax Code	Pay Item & Cost Code	
Yes			
No			
Halt Codes:			

Approvals:

PM / Date

PA / Date

APA / Date

BALFOUR BEATTY CONSTRUCTION, LLC

Exhibit G: Subcontractor / Application for Payment (Rev. 8/06/2012)

ELECTRONICALLY FILED - 2023 May 15 2:49 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

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

KNOW ALL MEN BY THESE PRESENTS:

That Pleasant Places (the "Lienor") for and in consideration of the payment of the sum of \$ 4,275 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 15 day of August, 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 15 day of August, 2018

Signed, sealed and delivered
in the presence of:

Dawn Oldag
Signature
Dawn Oldag
Print Name

Pleasant Places
a LLC corporation
Signature Guy Artiques
Print Name & Title President

STATE OF SC

COUNTY OF Charleston

The foregoing instrument was acknowledged before me this 15 day of August, 2018 by Guy Artiques, President of Pleasant Places, a LLC 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: 2/27/28

Angela Carducci
NOTARY PUBLIC, STATE OF S.C.

ANGELA CARDUCCI
Notary Public, State of South Carolina
My Commission Expires 2/27/2028

TIER RELEASE SCHEDULE

Job Name	Hotel at Marlon Square
Job #	1302600
Scope of Work	Landscape, Hardscape, Irrigation
Date Prepared:	3/26/2018
PRIME SUB'S NAME	Pleasant Places
Attachment for Pay Req #:	10-Aug
for Month Ending:	8/15/2018

[illegible]

I hereby certify that all Subcontractors/Suppliers for the referenced project are as listed above.

By:

TAN

APPLICATION AND CERTIFICATE FOR PAYMENT

PAGE ONE OF TWO PAGES

(Instructions on reverse side)

AIA DOCUMENT G702

TO OWNER:		PROJECT:	
Balfour Beatty Construction 1930 Camden Road Charlotte, NC 28203		Hotel at Marion Square 404 King Street Charleston, SC 29403	
FROM CONTRACTOR:		VIA ARCHITECT:	
Pleasant Places Inc. 449 Long Point Road Mt. Pleasant, SC 29464			
CONTRACT FOR:			
		Distribution to: ☐ OWNER ☐ ARCHITECT ☐ CONTRACTOR	
		APPLICATION NO.: 10 PERIOD TO: 8/31/2018 PROJECT NOS.: 13025000 CONTRACT DATE: July 17, 2015	

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1.	ORIGINAL CONTRACT SUM	\$	317,316.00
2.	Net change by Change Orders	\$	13,530.00
3.	CONTRACT SUM TO DATE (Line 1 + 2)	\$	330,846.00
4.	TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	313,792.13
5.	RETAINAGE:		
a.	5% of Completed Work (Columns D + E on G703)	\$	15,689.61
b.	10% of Stored Material (Column F on G703)	\$	-
	Total Retainage (Line 5a + 5b or Total in Column I of G703)	\$	15,689.61
6.	TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$	298,102.52
7.	LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	293,827.52
8.	CURRENT PAYMENT DUE	\$	4,275.00
9.	BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	32,743.48

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 13,530.00	
Total approved this Month		
TOTALS	\$ 13,530.00	\$ -
NET CHANGES by Change Order	\$	13,530.00

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

CONTRACTOR:

By:

Date: 7/13/2018

State of: SC
 County of: Charleston
 Subscribed and sworn to before me this 15th day of August, 2018
 Notary Public: ANGELA CARDUCCI
 My Commission expires: 12/27/28

ANGELA CARDUCCI
 Notary Public, State of South Carolina
 My Commission Expires 12/27/2028

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$

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

ARCHITECT:

By:

Date:

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

AIA DOCUMENT G703 • CONTINUATION SHEET FOR G702 • 1992 EDITION • AIA® • ©1992 • THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 200065292 • WARNING: Unlicensed photocopying violates U.S. copyright laws and will subject the violator to legal prosecution.



G702-1992

CONTINUATION SHEET

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT,

containing Contractor's signed Certification, is attached.

In tabulations below, amounts are stated to the nearest dollar.

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

AIA DOCUMENT G702

(Instructions on reverse side)

PAGE TWO OF TWO PAGES

10

APPLICATION NO.:

APPLICATION DATE: 8/15/2018

PERIOD TO:

8/31/2018

ARCHITECT'S PROJECT NO.:

13026000

PROJECT NAME: Hotel at Marion Square

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D O R E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE) RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD				
1	Herringbone Brick Paving interior course	\$ 16,200.00	\$ 14,580.00			\$ 14,580.00	\$ 1,620.00	\$ -
2	Bluestone paving	\$ 147,600.00	\$ 147,600.00			\$ 147,600.00	\$ -	\$ -
3	Running bond brick paving	\$ 31,680.00	\$ 25,344.00			\$ 25,344.00	\$ 6,336.00	\$ -
4	Running bond patch at planter to match existing. Granite-	\$ 3,600.00	\$ 3,600.00			\$ 3,600.00	\$ -	\$ -
5	Cobbles for Palm tree planter	\$ 2,750.00				\$ -	\$ 2,750.00	\$ -
6	Brick Edging at Palm tree planter	\$ 1,080.00	\$ 1,080.00			\$ 1,080.00	\$ -	\$ -
7	Granite Planter Curb Rasied	\$ 16,800.00	\$ 15,100.00	\$ 1,700.00		\$ 16,800.00	\$ -	\$ -
8	Granite Planter Curb Flush	\$ 15,050.00	\$ 13,500.00	\$ 1,550.00		\$ 15,050.00	\$ -	\$ -
9	Granite Planter Curb Flush	\$ 540.00	\$ 540.00			\$ 540.00	\$ -	\$ -
10	Granite Planter Curb Flush	\$ 14,250.00	\$ 13,000.00	\$ 1,250.00		\$ 14,250.00	\$ -	\$ -
11	Granite Curb reinstall - straight run	\$ 15,750.00	\$ 15,750.00			\$ 15,750.00	\$ -	\$ -
12	Granite Curb reinstall - radius Bollards-	\$ 990.00	\$ 990.00			\$ 990.00	\$ -	\$ -
13	Cherry Street Bollard Irrigation-	\$ 11,988.00	\$ 11,988.00			\$ 11,988.00	\$ -	\$ -
14	Irrigation booster pump	\$ 7,395.00	\$ 7,395.00			\$ 7,395.00	\$ -	\$ -
15	Irrigation sleeving	\$ 4,500.00	\$ 4,500.00			\$ 4,500.00	\$ -	\$ -
16	Irrigation system Landscape-	\$ 1,750.00	\$ 1,750.00			\$ 1,750.00	\$ -	\$ -
17	Canopy trees	\$ 5,050.00	\$ 3,787.50			\$ 3,787.50	\$ 1,262.50	\$ -
18	Shrubs	\$ 1,280.00	\$ 960.00			\$ 960.00	\$ 320.00	\$ -
19	Ornamental grasses and groundcovers	\$ 3,863.00	\$ 2,897.63			\$ 2,897.63	\$ 965.37	\$ -
20	Mulch	\$ 780.00	\$ 585.00			\$ 585.00	\$ 195.00	\$ -
21	Planting soil	\$ 2,800.00	\$ 2,100.00			\$ 2,100.00	\$ 700.00	\$ -
22	Planting boxes	\$ 11,620.00	\$ 8,715.00			\$ 8,715.00	\$ 2,905.00	\$ -
23	CO2 South Patio - bluestone revision	\$ 13,530.00	\$ 13,530.00			\$ 13,530.00	\$ -	\$ -
		\$ 330,846.00	\$ 308,292.13	\$ 4,500.00	\$ -	\$ 313,792.13	\$ 17,053.87	\$ -



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AVENUE, N.W., WASHINGTON, D.C. 200065292 • WARNING: Unlicensed photocopying violates U.S. copyright laws and will subject the violator to legal prosecution.

G703-1992



639 West 41st Street
Tulsa OK 74107
918-592-1700

accounting@wmcrafter.com

15/05A

Invoice

Customer PO	Date	Invoice #
065	8/16/2018	675

Bill To
Balfour Beatty Construction Nick Starcevic 306 Meeting St, Ste 300 Charleston SC 29401

Ship To
Hotel at Marion Square 404 King St Charleston, SC 29403

Due Date	Terms
8/16/2018	Due on receipt

Item	Description	Qty	Rate	Amount
Customer ...	50% deposit to begin work on Project No. 13026000	0.5	150,402.00	75,201.00
Thank you for award of this work to Wiemann Metalcraft			Total	\$75,201.00
			Payments/Credits	\$0.00

Customer Service 918-592-1700 (Office Hours 8-5 CST)

ELECTRONICALLY FILED - 2023 May 15 2:49 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

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

KNOW ALL MEN BY THESE PRESENTS:

That Wiemann Metalcraft (the "Lienor") for and in consideration of the payment of the sum of \$75,201 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 22nd day of August, 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 22nd day of August 2018.

Signed, sealed and delivered
in the presence of:

Lori L Combs
Signature
Lori L Combs
Print Name

Wiemann Metalcraft
an Oklahoma corporation

Douglas Bracken
Signature
Douglas Bracken, President
Print Name & Title

STATE OF OKLAHOMA

COUNTY OF TULSA

The foregoing instrument was acknowledged before me this 22nd day of August 2018, by Douglas Bracken, President of Wiemann Metalcraft, an Oklahoma corporation, on behalf of the corporation. He/she is personally known to me or has produced a US Passport as identification.

My Commission Expires: October 7, 2018

Lori L Combs
NOTARY PUBLIC, STATE OF OKLAHOMA





639 West 41st Street
Tulsa OK 74107
918-592-1700

accounting@wmcraft.com

Invoice

Customer PO	Date	Invoice #
065	8/22/2018	677

Bill To
Balfour Beatty Construction Nick Starcevic 306 Meeting St, Ste 300 Charleston SC 29401

Ship To
Hotel at Marion Square 404 King St Charleston, SC 29403

Due Date	Terms
8/22/2018	Per Contract

Item	Description	Qty	Rate	Amount
Customer ...	20% Progress Invoice on Project No. 13026000	0.2	150,402.00	30,080.40
			Total	\$30,080.40
			Payments/Credits	\$0.00

Customer Service 918-592-1700 (Office Hours 8-5 CST)

ELECTRONICALLY FILED - 2023 May 15 2:49 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

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

KNOW ALL MEN BY THESE PRESENTS:

That Wiemann Metalcraft (the "Lienor") for and in consideration of the payment of the sum of \$30,080.40 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:

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 22nd day of August, 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 22nd day of August 2018.

Signed, sealed and delivered
in the presence of:

Lori L Combs
Signature
Lori L Combs
Print Name

Wiemann Metalcraft
an Oklahoma corporation

Douglas Bracken
Signature
Douglas Bracken, President
Print Name & Title

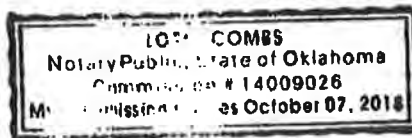
STATE OF OKLAHOMA

COUNTY OF TULSA

The foregoing instrument was acknowledged before me this 22nd day of August 2018, by Douglas Bracken, President of Wiemann Metalcraft, an Oklahoma corporation, on behalf of the corporation. He/she is personally known to me or has produced a US Passport as identification.

Lori L Combs
NOTARY PUBLIC, STATE OF OKLAHOMA

My Commission Expires: October 7, 2018





639 West 41st Street
Tulsa OK 74107
918-592-1700

accounting@wmcraft.com

Invoice

Customer PO	Date	Invoice #
065	8/22/2018	678

Bill To
Balfour Beatty Construction Nick Starcevic 306 Meeting St, Ste 300 Charleston SC 29401

Ship To
Hotel at Marion Square 404 King St Charleston, SC 29403

Due Date	Terms
8/22/2018	Per Contract

Item	Description	Qty	Rate	Amount
Customer ...	20% Progress invoice on Project No. 13026000	0.2	150,402.00	30,080.40
			Total	\$30,080.40
			Payments/Credits	\$0.00

Customer Service 918-592-1700 (Office Hours 8-5 CST)

ELECTRONICALLY FILED - 2023 May 15 2:49 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

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

KNOW ALL MEN BY THESE PRESENTS:

That Wiemann Metalcraft (the "Lienor") for and in consideration of the payment of the sum of \$30,080.40 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:

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 22nd day of August, 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 22nd day of August 2018.

Signed, sealed and delivered
in the presence of:

Lori L Combs
Signature
Lori L Combs
Print Name

Wiemann Metalcraft
an Oklahoma corporation

Douglas Bracken
Signature
Douglas Bracken, President
Print Name & Title

STATE OF OKLAHOMA

COUNTY OF TULSA

The foregoing instrument was acknowledged before me this 22nd day of August 2018, by Douglas Bracken, President of Wiemann Metalcraft, an Oklahoma corporation, on behalf of the corporation. He/she is personally known to me or has produced a US Passport as identification.

My Commission Expires: October 7, 2018

Lori L Combs
NOTARY PUBLIC, STATE OF OKLAHOMA





639 West 41st Street
Tulsa OK 74107
918-592-1700

accounting@wmcrafft.com

Invoice

Customer PO	Date	Invoice #
065	8/22/2018	679

Bill To
Balfour Beatty Construction Nick Starcevic 306 Meeting St, Ste 300 Charleston SC 29401

Ship To
Hotel at Marion Square 404 King St Charleston, SC 29403

Due Date	Terms
8/22/2018	Per Contract

Item	Description	Qty	Rate	Amount
Customer ...	10% Final invoice on Project No. 13026000	0.1	150,402.00	15,040.20
			Total	\$15,040.20
			Payments/Credits	\$0.00

Customer Service 918-592-1700 (Office Hours 8-5 CST)

ELECTRONICALLY FILED - 2023 May 15 2:49 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Exhibit F4

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

The undersigned, Wiemann Metalcraft ("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:
Custom Metal Storefront ("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)

Subcontractor has been paid and received payment of \$135,361.80,
(Amount paid to Subcontractor)
the sufficiency of which is hereby acknowledged and confessed, and as such Subcontractor
hereby: (1) waives, releases and relinquishes any and all liens and claims of lien, actual or
potential, and bonds or bond rights, for the Work performed, rendered, supplied or furnished by
Subcontractor for or with respect to the Project 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 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.

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 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 giving up those rights. This document is enforceable against you if you sign it, even if you have not been paid. If you have not been paid, use a conditional release form.

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

Given under hand and seal this _____ day of _____, 20____.

(Company Name)

By: _____

Its: _____

STATE OF SOUTH CAROLINA

COUNTY OF _____

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

Signed: _____
Notary Public

My Commission expires: _____

(Notary Seal)

Barnhart Bailey

APPLICATION AND CERTIFICATION FOR PAYMENT

ALA 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: 19

Distribution to:

☒	OWNER
☒	ARCHITECT
☒	INSPECTOR

8/1/18

PERIOD TO: 08/31/18

FROM CONTRACTOR:

Tate Ornamental, Inc.

496 Sage Road

White House, TN 37188

PROJECT NO: #13026000

CONTRACT FOR: CONSTRUCTION

CONTRACTOR'S APPLICATION FOR PAYMENT

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

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.

1. ORIGINAL CONTRACT SUM \$ 521,000.00
2. Net change by Change Orders \$ (20,461.99)
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 500,538.01
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 497,003.91
5. RETAINAGE \$ 49,700.39
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total) \$ 447,303.52
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)
8. CURRENT PAYMENT DUE \$ 434,478.52
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)

Contractor: Tate Ornamental, Inc.

8/21/2018

By: Kayla Rogers Date:

DISTRICT:

By: Date:

CONSTRUCTION MANAGER:

By: Date:

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT REQUESTED\$ 12,825.00

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

ARCHITECT:

By: Date:

This Certificate is not negotiable. The AMOUNT REQUESTED is payable only to the Contractor named herein. Insurance, 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	\$0.00

AIA DOCUMENT G702 - APPLICATION AND CERTIFICATION FOR PAYMENT - 1992 EDITION - AIA - ©1992

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 20008-5292

CONTINUATION SHEET

ALA Document G703 APPLICATION AND CERTIFICATION FOR PAYMENT, containing
Contractor's signed certification is attached.
In addition below amounts are stated in the nearest dollar
Use Column Ten Contractor when variable retainage for first items may apply

APPLICATION NO: 19-1
APPLICATION DATE: 8/15/18
PERIOD TO: 8/31/18

BID PACKAGE #	CONTRACTOR	SCHEDULED VALUE	TOTAL CHANGE ORDERS	REVISED CONTRACT	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN P.O.R.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 (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 #3 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 Q21 Tate Reduction	(80,000.00)		(80,000.00)	(80,000.00)			(80,000.00)	100.00%	-	(8,000.00)
16	CO #5 L3 Terrace Rails/Shipping for M	7,134.01		7,134.01	7,134.01			7,134.01	100.00%	-	713.40
17	CO #6 BT-Steel 9 in Wanger's Act	45,000.00		45,000.00	18,750.00		14,250.00	33,000.00	73.33%	12,000.00	3,300.00
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!	-	-
GRAND TOTALS		516,503.91	0.00	516,503.91	482,753.91	0.00	14,250.00	497,003.91	96.22%	19,500.00	49,700.39

TIER RELEASE SCHEDULE

[illegible]

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

KNOW ALL MEN BY THESE PRESENTS:

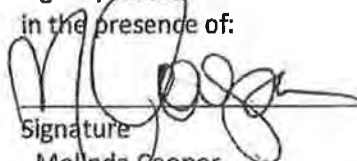
That Tate Ornamental, Inc. (the "Lienor") for and in consideration of the payment of the sum of \$ 12,825.00 and other good and valuable consideration paid by Balfour Beatty Construction, LLC (the "Contractor") or Library Associates, LLC ("Owner"), receipt of which is hereby acknowledged, hereby releases, 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 31st day of August, 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.

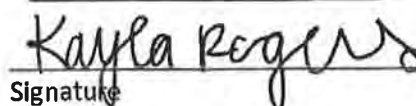
IN WITNESS THEREOF, I have hereunto set my hand seal this 21st day of August, 2018.

Signed, sealed and delivered
in the presence of:



Signature
Melinda Cooper
Print Name

Tate Ornamental, Inc. _____
a S corporation

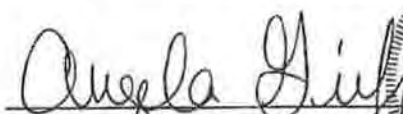


Signature
Kayla Rogers, Controller
Print Name & Title

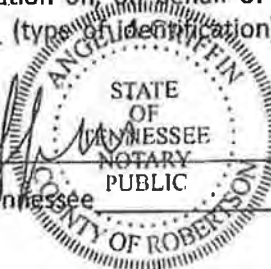
STATE OF Tennessee

COUNTY OF Robertson

The foregoing instrument was acknowledged before me this 21st day of August, 2018, by Kayla Rogers, Controller 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



My Commission Expires: 10/26/2020



Tate Ornamental, Inc.

State of Tennessee
County of Robertson

BILL OF SALE

For and in consideration of the payment of Fourteen Thousand Two Hundred Fifty & no/100 Dollars by Balfour Beatty Construction (hereinafter referred to as "Purchaser") to Tate Ornamental, Inc., a Tennessee Corporation (hereinafter referred to as "Seller"), Seller does hereby grant, bargain, sell, convey, set over, transfer, assign, and deliver unto Purchaser all of the rights, title, and interest which it has in the personal property, more specifically classified as Guardrails partially complete and stored at Tate Ornamental, Inc., 411 Industrial Drive, White House, TN 37188 for the Hotel @ Marion Square project.

To have and to hold, the said property being sold hereunder unto Purchaser, its successors and assigns, forever.

Seller does hereby covenant and warrant that it is the true and lawful owner of the property assigned, transferred, and sold and conveyed pursuant to this Bill of Sale; that said property is free and clear from all encumbrances and liens; that Seller has good right and full power and authority to sell, transfer, assign and convey all said property; and that Seller will warrant and defend the title to all of said property unto Purchaser, its successors and assigns, against all claims and demands of all persons, firms or corporation whatsoever.

In witness whereof, the parties hereto, by the undersigned has executed and set their hands and seals to this Bill of Sale, this 9th day of August, 2018.

Kayla Rogers
Seller

Controller
Title



TATEOR-C02

LMURLEY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/09/2018

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Van Meter Insurance Group
1240 Fairway Street
Bowling Green, KY 42103

CONTACT NAME: Lacey Murley
PHONE (A/C, No, Ext): (270) 467-9940 4402 FAX (A/C, No): (270) 843-8808
E-MAIL ADDRESS: lmurley@higusa.com

INSURED

TATE ORNAMENTAL, INC.
411 INDUSTRIAL DRIVE
WHITE HOUSE, TN 37188

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Amerisure Insurance Company	19488
INSURER B : Amerisure Mutual Insurance Company	23396
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ EBL AGG \$1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X		CPP 2092038	04/15/2018	04/15/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			CA 2092040	04/15/2018	04/15/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			CU 2092036	04/15/2018	04/15/2019	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ General Agg \$ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) ☐ Y ☒ N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WG 2092035	04/15/2018	04/15/2019	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Commercial inland Ma			IM 20921650402	04/15/2018	04/15/2019	Leased & Rented 200,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: Hotel at Marion Square #13026000

Stored Materials: \$14,250.00

Materials Stored at: 411 Industrial Road, White House, TN 37188

Certificate Holder, Joint ventures and related affiliates, Owner, and others required by contract are listed as Additional Insured in regards to the General Liability as required by written contract. 30 day written notice of cancellation applies.

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Balfour Beatty Construction, LLC
1930 Camden Road, Suite 280
Charlotte, NC 28210

ACORD 25 (2016/03)

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The ACORD name and logo are registered marks of ACORD

AGENCY CUSTOMER ID: T JR-C02

LMURLEY

LOC #: 0



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Van Meter Insurance Group		NAMED INSURED TATE ORNAMENTAL, INC. 411 INDUSTRIAL DRIVE WHITE HOUSE, TN 37188	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Professional Liability
Professional Liability - CK410051 8/6/2018 to 8/6/2019 Lloyd's
Occurrence/Aggregate Limit \$2,000,000
Retention \$15,000
Retro Date: 8/6/08





23/0314

**Balfour Beatty
Construction****Request for Payment**

Subcontractor's Name		1st Choice Glass, Inc.		Pay Request #	21
Subcontractor's Address				Work Performed Through	8/31/2018
Phone Number		704-281-7711			
Fax Number		704-281-7011			
Project Name:		The Hotel at Marlon Square		Job No.:	130280C
Owner:		Library Associates LLC		Date:	8/16/2018

Description of Work:	<u>Glass and Glazing</u>
Original Contract Amount	\$1,939,445.00
Change Order Total	\$371,244.63
Through C/O #:	\$0.00
Total Revised Contract	\$2,310,689.63
Value of Work Performed to Date	\$2,282,201.88
Value of Materials Stored On Site	\$0.00
Value of Materials Stored Off Site	\$0.00
Current Month (Stored Materials)	\$0.00
Total	\$2,282,201.88
Less % Retainage	\$114,110.09
Amount Earned to Date	\$2,168,091.79
Less Previous Billings/Payments	\$2,129,786.13
Less Adjustments/Joint Checks	
Less Pending Back Charges	
Total Amount this Requisition	\$38,305.66

For Balfour Beatty Use Only:

CO #	Vendor #	Job #	Contract No.
Date	Invoice #	Description	
Gross Amount		Retainage Amt	Net Amount
\$2,282,201.88		\$114,110.09	\$38,305.66
Accrued Tax	Tax Code	Pay Item & Cost Code	
YES			
NO			
Halt Codes			
Approvals:			
PM / Date		PA / Date	
		APA / Date	

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 #	

Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

21

August 14, 2018

August 1, 2018

August 31, 2018

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

A Item #	B Description of Work	C Scheduled Value	D		E Work Completed This Period	F Materials Presently Stored	G		H Balance to Finish	I Retainage
			From Previous Application(s)				Total Completed and Stored To Date	%		
1	Project Management	20,000.00	20,000.00		0.00		20,000.00	100.00	0.00	1,000.00
2	Submittals	25,000.00	25,000.00		0.00		25,000.00	100.00	0.00	1,250.00
3	1st Floor									
4	Interior Glazing	90,000.00	89,100.00		0.00		89,100.00	99.00	900.00	4,455.00
5	Soffit Mirror	20,000.00	20,000.00		0.00		20,000.00	100.00	0.00	1,000.00
6	1st Floor Labor	31,280.00	30,967.20		0.00		30,967.20	99.00	312.80	1,548.36
7	2nd Floor									
8	Windows	76,212.00	76,212.00		0.00		76,212.00	100.00	0.00	3,810.60
9	Int Glazing	35,000.00	33,250.00		0.00		33,250.00	95.00	1,750.00	1,662.50
10	Labor	19,280.00	18,316.00		0.00		18,316.00	95.00	964.00	915.80
11	3rd Floor									
12	Windows	21,170.00	21,170.00		0.00		21,170.00	100.00	0.00	1,058.50
13	Terrace Doors	247,506.00	247,506.00		0.00		247,506.00	100.00	0.00	12,375.30
14	Storefront Doors	9,100.00	9,100.00		0.00		9,100.00	100.00	0.00	455.00
15	Toilet Doors	31,320.00	31,320.00		0.00		31,320.00	100.00	0.00	1,566.00
16	Showers	24,876.00	24,876.00		0.00		24,876.00	100.00	0.00	1,243.80
17	Int Glazing	3,800.00	3,800.00		0.00		3,800.00	100.00	0.00	190.00
18	Labor	21,180.00	21,180.00		0.00		21,180.00	100.00	0.00	1,059.00
19	4th Floor									
20	Windows	114,318.00	114,318.00		0.00		114,318.00	100.00	0.00	5,715.90
21	Toilet Doors	31,320.00	31,320.00		0.00		31,320.00	100.00	0.00	1,566.00
22	Showers	24,876.00	24,876.00		0.00		24,876.00	100.00	0.00	1,243.80
23	Interior Glazing	3,800.00	3,800.00		0.00		3,800.00	100.00	0.00	190.00
24	Labor	21,680.00	21,680.00		0.00		21,680.00	100.00	0.00	1,084.00

A=Line Item Number B=Brief Item Description C=Total Value of Item D=Total of D and E From Previous Application(s) (If Any) E=Total Work Completed For This Application
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August 14, 2018
August 1, 2018
August 31, 2018

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			From Previous Application(s)						
25	5th Floor								
26	Windows	114,318.00	114,318.00		0.00		114,318.00	0.00	5,715.90
27	Toilet Doors	30,450.00	30,450.00		0.00		30,450.00	0.00	1,522.50
28	Showers	24,185.00	24,185.00		0.00		24,185.00	0.00	1,209.25
29	Interior Glazing	3,800.00	3,800.00		0.00		3,800.00	0.00	190.00
30	Labor	21,680.00	21,680.00		0.00		21,680.00	0.00	1,084.00
31	6th Floor								
32	Windows	44,457.00	44,457.00		0.00		44,457.00	0.00	2,222.85
33	Terrace	153,218.00	153,218.00		0.00		153,218.00	0.00	7,660.90
34	Toilet Doors	17,400.00	17,400.00		0.00		17,400.00	0.00	870.00
35	Showers	13,820.00	13,820.00		0.00		13,820.00	0.00	691.00
36	Interior Glazing	3,800.00	3,800.00		0.00		3,800.00	0.00	190.00
37	Labor	17,380.00	17,380.00		0.00		17,380.00	0.00	869.00
38	7th Floor								
39	Windows	99,499.00	99,499.00		0.00		99,499.00	0.00	4,974.95
40	Toilet Doors	21,750.00	21,315.00		0.00		21,315.00	435.00	1,065.75
41	Showers	17,275.00	16,929.50		0.00		16,929.50	345.50	846.48
42	Interior Glazing	3,800.00	3,800.00		0.00		3,800.00	0.00	190.00
43	Labor	18,380.00	18,012.40		0.00		18,012.40	367.60	900.62
44	8th Floor								
45	Windows	99,499.00	99,499.00		0.00		99,499.00	0.00	4,974.95
46	Toilet Doors	22,620.00	22,620.00		0.00		22,620.00	0.00	1,131.00
47	Showers	17,966.00	17,966.00		0.00		17,966.00	0.00	898.30
48	Interior Glazing	3,800.00	3,800.00		0.00		3,800.00	0.00	190.00

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A Item #	B Description of Work	C Scheduled Value	D Work Completed		E This Period	F Materials Presently Stored	G Total Completed and Stored To Date	H Balance to Finish	I Retainage
			From Previous Application(s)						
49	Labor	18,380.00	17,461.00		919.00		18,380.00	100.00	919.00
50	9th Floor								
51	Nana Walls	155,000.00	155,000.00		0.00		155,000.00	100.00	7,750.00
52	Storefront	16,900.00	16,900.00		0.00		16,900.00	100.00	845.00
53	Labor	17,875.00	8,937.50		8,043.75		16,981.25	95.00	849.06
54									
55	Mock Ups	10,275.00	10,275.00		0.00		10,275.00	100.00	513.75
56	Composite Clean Up	3,200.00	0.00		0.00		0.00	0.00	0.00
57	Caulking	18,000.00	18,000.00		0.00		18,000.00	100.00	900.00
58	Mobilization	19,000.00	19,000.00		0.00		19,000.00	100.00	950.00
59	Sundries & Fab Supplies	60,000.00	57,000.00		0.00		57,000.00	95.00	2,850.00
60	Change Order #1	0.00	0.00		0.00		0.00	0.00	0.00
61	Change Order #2	175,035.00	175,035.00		0.00		175,035.00	100.00	8,751.75
62	Change Order #3	11,388.50	11,388.50		0.00		11,388.50	100.00	569.43
63	Change Order #4	48,355.00	48,355.00		0.00		48,355.00	100.00	2,417.75
64	Change Order #5	1,952.13	1,952.13		0.00		1,952.13	100.00	97.61
65	Change Order #6	9,374.00	9,374.00		0.00		9,374.00	100.00	468.70
66	Change Order #7	2,219.00	2,219.00		0.00		2,219.00	100.00	110.95
67	Change Order #8	32,199.00	32,199.00		0.00		32,199.00	100.00	1,609.95
68	Change Order #9	1,031.00	1,031.00		0.00		1,031.00	100.00	51.55
69	Change Order #10	1,300.00	0.00		0.00		0.00	0.00	0.00
70	Change Order #11	17,876.00	16,088.40		0.00		16,088.40	90.00	804.42
71	Change Order #12	6,613.00	0.00		0.00		0.00	0.00	0.00
72	Change Order #13	26,474.00	19,855.50		0.00		19,855.50	75.00	992.78

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

A Item #	B Description of Work	C Scheduled Value	D Work Completed		E This Period	F Materials Presently Stored	G Total Completed and Stored To Date	H Balance to Finish	I Retainage
			From Previous Application(s)						
73	Change Order #14	6,069.00	6,069.00		0.00		6,069.00	0.00	303.45
74	Change Order #15	16,434.00			16,434.00		16,434.00	0.00	821.70
75	Change Order #16	13,739.00			13,739.00		13,739.00	0.00	686.95
76	Change Order #17	1,186.00			1,186.00		1,186.00	0.00	59.30
GRAND TOTAL:			2,310,689.63	2,241,880.13	40,321.75		2,282,201.88	28,487.75	114,110.11

A=Line Item Number B=Brief Item Description C=Total Value of Item D=Total of D and E From Previous Application(s) (If Any) E=Total Work Completed For This Application
F=Materials Purchased and Stored for Project G=Total of All Work Completed and Materials Stored for Project H=Remaining Balance of Amount to Finish I=Amount Withheld from G

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

KNOW ALL MEN BY THESE PRESENTS:

That 1st Choice Glass, Inc. (the "Lienor") for and in consideration of the payment of the sum of \$38,305.66 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 quits 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 improvements 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; and 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, all laborers retained or employed by the Lienor for construction of improvements on the Property, all suppliers and subcontractors 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 August, 2018, excluding the items identified hereinabove, if any.

THE UNDERSIGNED ACKNOWLEDGES THAT THE CONTRACTOR AND OWNER AND OTHER PARTIES HAVE A RIGHT TO RELY ON THIS WAIVER AND RELEASE AND THAT MAKING ANY FALSE STATEMENTS SHALL CONSTITUTE PERJURY AND PERSECUTION 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 August, 2018

Witnessed, sealed and delivered
in the presence of:

Rachel A. Guffey
Signature
Print Name

1st Choice Glass, Inc.
a NC corporation
Robert Wielhouwer
Signature
Robert Wielhouwer Px
Print Name & Title

STATE OF NC

COUNTY OF Union

The foregoing instrument was acknowledged before me this 11th day of August, 2018 by Robert Wielhouwer, Project Exec. of 1st Choice Glass, Inc. a NC corporation on, on behalf of the corporation. He/she is personally known to me or has produced (type of identification) as identification.

Heidi H. Hef
Notary Public
NORTH CAROLINA
NOTARY PUBLIC, STATE OF NC
Commission Expires: May 10, 2021

30/08 D

Balfour Beatty
Construction

Request for Payment

Pay Request #	23
Work Performed Through:	8/14/2018

Subcontractor's Name Cook & Boardman, LLC
 Subcontractor's Address 9247 D, Durkin Lane, Suite A
Charlotte, NC 28278
 Phone Number 704-334-8883
 Fax Number 704-334-0368

Project Name: Hotel at Marion Square Job No.: 13028000 Date: 6/13/2015
 Owner: Wells Fargo

Description of Work: Doors, Frames, Hardware

Original Contract Amount	\$1,302,448.00
Change Order Total Through C/O #:	\$418,500.76
Total Revised Contract	\$1,820,948.76
Value of Work Performed to Date	\$1,646,221.42
Value of Materials Stored On Site	
Value of Materials Stored Off Site	
Current Month (Stored Materials)	
Total	\$1,646,221.42
Less 5% Retainage	\$82,311.07
Amount Earned to Date	\$1,563,910.35
Less Previous Billings/Payments	\$1,354,079.67
Less Adjustments/Joint Checks	
Less Pending Back Charges	
Total Amount this Requisition	\$209,830.68

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 Payroll Current Y ☐ N ☐

Insurance Status _____
 Insurance Expiration Date _____

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

Owner Billing Number

Owner Payment Rec'd Date:

Payment Terms:

Pay Select #

For Balfour Beatty Use Only:

CO #	Vendor #	Job #	Contract No.
Date	Invoice #	Description	
Gross Amount	Retainage Amt	Net Amount	
\$1,646,221.42	\$82,311.07	\$209,830.68	
Accrue Tax	Tax Code	Pay Item & Cost Code	
YES			
NO			
Halt Codes:			
Approvals: PM / Date _____ PA / Date _____ APA / Date _____			

APPLICATION AND CERTIFICATE FOR PAYMENT

TO (Contractor): PROJECT: Hotel at Marion Square

BALFOUR BEATTY CONSTRUCTION, LLC
1930 Camden Road, Suite 280
Charlotte, NC 28203

FROM (TRADE CONTRACTOR):

Cook & Boardman, LLC
9347 D. Ducks Lane, Ste A
Charlotte, NC 28273

VIA (Construction Contract):

CONTRACT FOR: Doors, Frames, Hardware, Toilet Accessories

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY		DEDUCTIONS
Change Orders approved previous months by Owner	ADDITIONS	
TOTAL		
Approved this Month		
No. Date Approved		
1 11/30/2015		-2,596.00
TOTALS	0.00	-\$2,596.00
Net change by Change Orders:		-\$2,596.00

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

CONTRACTOR:

By: *Leah Hall*

Date: 8/14/2018

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.

AIA DOCUMENT G702 PAGE 1 OF 2 PAGES

APPLICATION: 23 DISTRIBUTION TO:

PERIOD FROM 07/11/2018 OWNER
PERIOD TO: 08/14/2018 CONTRACTOR
ARCHITECT
TRADE CONTRACTOR

ARCHITECTS

PROJECTS NC 13026000

CONTRACT DATE: 5/13/2015

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

1. ORIGINAL CONTRACT SUM	\$	1,502,448.00
2. Net change by Change Orders	\$	418,500.78
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	1,920,948.78
4. TOTAL COMPLETED & STORED TO DATE (Column G)	\$	1,846,221.42

5. RETAINAGE:

a. 5 % of Completed Work \$ 82,311.07
(Column D + E)

b. 5 % of Stored Material \$
(Column F)

Total Retainage (Line 5a + 5b or

Total in Column I)

\$ 82,311.07

6. TOTAL EARNED LESS RETAINAGE \$ 1,583,910.35
(Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)

\$ 1,354,079.67

8. CURRENT PAYMENT DUE \$ 209,830.68

9. BALANCE TO FINISH, PLUS RETAINAGE \$ 357,038.41
(Line 3 less Line 6)

State of: North Carolina County of: Mecklenburg

Subscribed and sworn to before me this 14th day of August 2018

Notary Public: *Shirley C. Pfaff* LORI C PFAFF

My commission expires: 8-1-22 Notary Public, North Carolina

Mecklenburg County

My Commission Expires August 01, 2022

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

PAGE 2 OF 2 PAGES

PROJECT: Hotel at Marion Square

APPLICATION NUMBER: 23

APPLICATION DATE: 8/14/18

PERIOD TO: 8/14/18

ARCHITECT'S PROJECT NO: 13028000

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (G-G)	I RETAINAGE
			FROM PREVIOUS APPLICATION (D-E)	THIS PERIOD					
1	Hollow Metal	100,963.53	100,963.53				100,963.53	0.00	5,048.18
2	Wood Doors	517,471.37	502,816.13				502,816.13	14,655.24	25,140.81
3	Hardware	635,884.54	610,152.07		25,742.47		635,884.54	0.00	31,794.73
4	Installation	189,140.00	171,250.60		580.00		171,830.60	17,308.40	8,591.53
5	Job Site Cleanup	2,587.20	0.00				0.00	2,587.20	0.00
6	Freight	26,342.40	0.00				0.00	26,342.40	0.00
7	Punchlist Items	30,048.96	0.00				0.00	30,048.96	0.00
	Change Order #1	-2,596.00	-2,596.00				-2,596.00	0.00	-129.80
	Change Order #2	0.00	0.00				0.00	0.00	0.00
	Change Order #3	-11,517.28	-11,517.28				-11,517.28	0.00	-575.86
	Change Order #4	38,745.30	38,745.30				38,745.30	0.00	1,937.27
	Change Order #5	2,638.73	2,638.73				2,638.73	0.00	131.94
	Change Order #6	2,046.87	2,046.87				2,046.87	0.00	102.94
	Change Order #7	228,221.03	10,847.07		194,551.93		205,398.00	22,822.03	10,269.95
	Change Order #8	3,793.29					0.00	3,793.29	0.00
	Change Order #9 & 10	20,081.08					0.00	20,081.08	0.00
	Change Order #11	20,737.42					0.00	20,737.42	0.00
	Change Order #12	14,282.32					0.00	14,282.32	0.00
	Change Order #13	102,058.00					0.00	102,058.00	0.00
	Total	1,920,948.76	1,425,347.02	220,874.40		0.00	1,646,221.42	274,727.34	82,311.07

Exhibit F1

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

The undersigned, Cook & Boardman ("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 _____,
and is owned by _____ ("Owner").
(Name of Owner)

Upon receipt by Subcontractor of a check in the sum of \$ 209,830.68
(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 14, 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 14th day of August, 2018.

Cook & Boardman
(Company Name)

By: Lori Huff

Its: Accounting Manager

STATE OF NORTH CAROLINA

COUNTY OF Mecklenburg

The foregoing instrument was signed, sealed and acknowledged before me this 14th 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: Lori C Pfaff

Notary Public

My Commission expires: 8-1-22

LORI C PFAFF
Notary Public, North Carolina
Mecklenburg County
My Commission Expires
August 01, 2022

(Notary Seal)

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

KNOW ALL MEN BY THESE PRESENTS:

That Cook & Boardman (the "Lienor") for and in consideration of the payment of the sum of \$ 209,830.68 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 14th day of August, 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 PERJURY PUNISHMENT CAN BE MADE IN ACCORDANCE WITH THE LAWS OF THE STATE OF SOUTH CAROLINA.

IN WITNESS THEREOF, I have hereunto set my hand seal this 14th day of August, 2018.

Signed, sealed and delivered
in the presence of:

Signature

Print Name

STATE OF North Carolina

COUNTY OF Mecklenburg

Cook & Boardman
a North Carolina corporation

Signature

Terri Hill / Accounting Manager
Print Name & Title

The foregoing instrument was acknowledged before me this 14th day of August, 2018, by Terri Hill, Accounting Manager of Cook & Boardman, a North Carolina corporation on, on behalf of the corporation. He/she is personally known to me or has produced Personally Known (type of identification) as identification.

LORI C PFAFF
Notary Public, North Carolina
Mecklenburg County
My Commission Expires
August 01, 2022

Lori C Pfaff
NOTARY PUBLIC, STATE OF North Carolina

My Commission Expires:

8-1-22

Balfour Beatty Construction

TIER RELEASE SCHEDULE

Job Name	High at Marion Square		
Job #	13020000		

Date Prepared:	8/14/2018
----------------	-----------

PRIME SUB'S NAME	Cook & Board
Attachment for Pay Rec #:	23
for Month Ending:	8/31/2018

A	B	C	D	E	F	G	H	I	J	K
Subcontractors/Suppliers List all subs or suppliers who will perform work for this contract. List Address & Phone Number	Indicate if tier is based in county of Project	Notice to Owner Filed?(NTC) (Yes/No)	Date NTO Filed	Bonded Sub? (Yes/No)	Has tier billed for work to date? select (Yes/No)	Cumulative dollar amount billed for work/materials to date	Tier's most recent release is dated through:	Tier's most recent release is dated through: (as noted on release)	Tier's most recent release is PARTIAL or FINAL? Select One	Comments:
SAMPLE TIER 123 Example Dr. Spartanburg, NC 27607 819-834-1234	yes - PIT	NO	N/A		YES NO	\$12,123.00	4/27/2010	3/31/2010	PARTIAL FINAL	from March 2010
Accurate Lock	No	No	N/A	No	YES	\$600.00	10/20/2016	1/15/2018	FINAL	
Arch. Eldris Supply	No	No	N/A	No	YES	\$9,094.20	9/12/2017	8/14/2018	PARTIAL	
Baldwin Hardware	No	No	N/A	No	YES	\$22,735.83	4/26/2016	8/14/2018	PARTIAL	
Ceco	No	No	N/A	No	YES	\$79,313.88	5/18/2018	8/14/2018	PARTIAL	
Commercial Door & Hardware	No	No	N/A	No	YES	\$112,910.00	8/18/2018	8/14/2018	PARTIAL	
Custom Metal Products	No	No	N/A	No	YES	\$2,310.00	5/22/2017	7/11/2018	FINAL	
Eric Morris & Company	No	No	N/A	No	YES	\$14,803.30	1/23/2016	7/11/2018	FINAL	
Graham Mfg.	No	No	N/A	No	YES	\$8,074.12	5/14/2016	8/14/2018	PARTIAL	
Hager	No	No	N/A	No	YES	\$11,565.74	10/3/2017	8/14/2018	PARTIAL	
Hanchell Entry Systems	No	No	N/A	No	YES	\$7,800.82	3/18/2016	8/14/2018	PARTIAL	
HMF Express	No	No	N/A	No	YES	\$44,003.00	5/19/2016	8/14/2018	PARTIAL	

L E Johnson	No	No	N/A	No	YES	\$83,676.88	9/29/2017	7/11/2018		FINAL	
LCN	No	No	N/A	No	YES	\$9,183.03	10/19/2017	8/14/2018		FINAL	
McKinney	No	No	N/A	No	YES	\$12,343.09	2/8/2018	8/14/2018	PARTIAL		
Pankko	No	No	N/A	No	YES	\$23,611.48	6/30/2018	8/14/2018	PARTIAL		
Reeson	No	No	N/A	No	YES	\$34,667.91	6/17/2018	8/14/2018	PARTIAL		
Rodewood	No	No	N/A	No	YES	\$18,142.13	6/27/2018	8/14/2018	PARTIAL		
Maiman Company	No	No	N/A	No	YES	\$460,749.41	7/27/2018	8/14/2018	PARTIAL		
Timex America	No	No	N/A	No	YES	\$459.02	1/22/2016	1/15/2018		FINAL	
Yale Security	No	No	N/A	No	YES	\$12,290.61	2/16/2018	8/14/2018	PARTIAL		
Sargent Manufacturing	No	No	N/A	No	YES	\$46,142.28	6/14/2018	8/14/2018	PARTIAL		
Aless Alky Hospitality	No	No	N/A	No	YES	\$96,086.22	4/20/2018	8/14/2018	PARTIAL		
Rocky Mountain Hardware	No	No	N/A	No	YES	\$32,440.70	9/22/2018	8/14/2018	PARTIAL		

Balfour Beatty Construction

Request for Payment

32/08X

OCT

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 _____

Pay Request # 2
 Work Performed Through: 10/31/2017

Project Name: Hotel Marlon Job No.: 13026000 120367
 Owner: Library Associates, LLC

Date: 10/3/2017

Description of Work:	Accordion Folding Fire Doors
Original Contract Amount	\$119,000.00
Change Order Total	\$0.00
Through C/O #:	
Total Revised Contract	\$119,000.00
Value of Work Performed to Date	\$112,755.00
Value of Materials Stored On Site	
Value of Materials Stored Off Site	
Current Month (Stored Materials)	
Total	\$112,755.00
Less <u>10</u> % Retainage	\$11,275.50
Amount Earned to Date	\$101,479.50
Less Previous Billings/Payments	\$4,806.90
Less Adjustments/Joint Checks	
Less Pending Back Charges	
Total Amount this Requisition	\$96,672.60

PAID
DEC 13 2017

Subcontract ☐ Purchase Order ☐

Other Contract Type _____

Unit Price ☐ Lump Sum ☐
 Bonded ☐ Unbonded ☐

Subguard ☐ Alternate Plan ☐

Contract Increased 10%? ☐ ☐
 If yes, bond rider received ☐ ☐
 EEO Reports Current ☐ ☐
 Certified Payrolls Current ☐ ☐

Insurance Status Finalized
 Insurance Expiration Date 10-1-18

Release Attached ☐ ☐
 Tier/Supplier Release ☐ ☐
 If Required ☐ ☐
 Reducing Retention ☐ ☐

If reducing retainage, reducing From ☐ To ☐
 Consent of Surety for retention reduction if bonded ☐ ☐
 New materials stored off site ☐ ☐
 If yes, attach stored materials checklist

Final Payment ☐ ☐
 If yes, see attached checklist

Owner Billing Number

Owner Payment Rec'd Date:

Payment Terms:

Pay Select # 1576947
B 2562723
 Payment number 231082
 date 12-13-17

For Balfour Beatty Use Only:

CO #	Vendor #	Job #	Contract No.
Date	Invoice #	Description	
Gross Amount	Retainage Amt	Net Amount	
\$112,755.00	\$11,275.50	\$96,672.60	
Accrue Tax	Tax Code	Pay Item & Cost Code	
YES			
NO			

Mail Codes: Pmapp NO LT Subs
OIF

Approvals: See att Gm 11-27-17
 PM / Date PA / Date

ELECTRONICALLY FILED - 2023 May 15 2:49 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

APPLICANT'S APPLICATION FOR PAYMENT

PAGE ONE OF TWO PAGES

DOCUMENT G702

TO OWNER LIBRARY ASSOCIATES, LLC.

PROJECT: HOTEL MARION
404 KING STREET
CHARLESTON, SC 29403

APPLICATION NO: 2

Distribution to:

OWNER
ARCHITECT
CONTRACTOR

PERIOD TO: 31-Oct-17

FROM CONTRACTOR:

WON-DOOR CORPORATION
1865 SOUTH 3480 WEST
SALT LAKE CITY UT 84104

VIA ARCHITECT: WINFORD LINDSAY ARCHITECT

344 WEST PIKE STREET

LA WRENCEVILLE, GA 300 PROJECT NOS: 13026000 120367

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, AIA 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.

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)	\$	112,755.00

5. RETAINAGE:		
a. 10 % of Completed Work (Column D + E on G703)	\$	\$11,275.50
b. 10 % of Stored Material (Column F on G703)	\$	0
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	11,275.50

6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	101,479.50
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	\$0.00
8. CURRENT PAYMENT DUE	\$	101,479.50
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	17,520.50

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	

CONTRACTOR: WON-DOOR CORPORATION

By: Erin Wheeler Date: 03-Oct-17
ERIN WHEELER - BILLING DEPARTMENT
State of: UTAH County of: SALT LAKE
Subscribed and sworn to before me this 3-Oct-2017
Notary Public. Wheeler
My Commission expires: 3/25/2018

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\$ 101,479.50

(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.)
ARCHITECT:

By: _____ Date: _____

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

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20005-5282

AIA DOCUMENT G702 - APPLICATION AND CERTIFICATION FOR PAYMENT - 1992 EDITION - AIA - 01682

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

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 2 PAGES

AIA Document G703, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

APPLICATION NO. 2

Contractor's signed certification is attached.

APPLICATION DATE: 10/3/2017

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.

ARCHITECT'S PROJECT NO: 13026000 120367

CONTRACTOR: WON-DOOR CORPORATION

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED THIS PERIOD		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (G - G ₁)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD				
1	HEADERS	\$5,341.00	\$5,341.00	\$0.00	\$0.00	\$5,341.00	\$0.00	\$534.10
2	MATERIALS	\$107,414.00	\$0.00	\$107,414.00	\$0.00	\$107,414.00	\$0.00	\$10,741.40
3	INSTALL	\$6,245.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,245.00	\$0.00
	GRAND TOTALS	\$119,000.00	\$5,341.00	\$107,414.00	\$0.00	\$112,755.00	\$6,245.00	\$11,275.50

TIER RELEASE SCHEDULE & OCIP CONFIRMATION LOG

Job Name: HOTEL MARION
Job #: 1322600 120325

Date Prepared: 10/2/2017

PRIME SUB'S NAME: Won-Door Corporation
Attachment for Pay Req #: 1
For Month Ending: 11/01/2017

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

A	B	C	D	E	F	G	H	I	J	K	
Subcontractors/Suppliers List all subs or suppliers who will perform work for this contract. List Address & Phone Number	Indicate if tier is based in county of Project	Notice to Owner Filed?(NTO) (Yes/No)	Date NTO Filed:	Bonded Sub? (Yes/No)	Has Tier Sub enrolled in OCIP? select: (Yes/No)	Has tier billed for work to date? select: (Yes/No)	Cumulative dollar amount tier billed for work/materials to date:	Tier's most recent invoice is dated through:	Tier's most recent release is dated through: (as noted on releases)	Tier's most recent release is PARTIAL or FINAL? Select One	Comments:
N/A											
NONE WON-DOOR CORPORATION IS SELF SUPPLIED FROM FULLY PAID LIEN-FREE STOCK					YES	NO	YES	NO		PARTIAL	
					YES	NO	YES	NO		PARTIAL	
					YES	NO	YES	NO		PARTIAL	
					YES	NO	YES	NO		PARTIAL	
					YES	NO	YES	NO		PARTIAL	
					YES	NO	YES	NO		PARTIAL	
					YES	NO	YES	NO		PARTIAL	
					YES	NO	YES	NO		PARTIAL	
					YES	NO	YES	NO		PARTIAL	
					YES	NO	YES	NO		PARTIAL	

**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 \$96,672.60 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 October, 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 3rd day of October, 2017.

Signed, sealed and delivered
in the presence of:

[Signature]
Signature
Summer Carter
Print Name

Won-Door Corporation
a Utah corporation
[Signature]
Signature
Erin Wheeler-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 Erin Wheeler, 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.

[Signature]
NOTARY PUBLIC, STATE OF Utah

My Commission Expires: 03/08/2020



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 223676

Page 1 of 2

SALES ORDER NBR 92851	PACKING SLIP NBR 3	DATE INVOICED 09/28/17
CUSTOMER PURCHASE ORDER NBR 13026000 120367		DATE SHIPPED 09/28/17
SALES CONTACT		
SHIPPED VIA BRUMBACK		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
0010	FIREGUARD ROTUNDA C SP 90 9.5ft X9.3ft S4;M1;L1;J1;T2 TTL: 10 @ 824 lbs	1	1		036761.00000	36761.00
0015	FG P-1 FG90CS SP 5.3ft x9.3ft SP 5'3.000" x 9'3.250" WEIGHT COMING SOON!	1	1		0 8833.00000	8833.00
0016	FG P-2 FG90CS SP 8.8ft x9.3ft SP 6'7.500" x 9'3.250" WEIGHT COMING SOON!	1	1		0 8833.00000	8833.00
0017	FG P-3 FG60CS SP 5.3ft x8.9ft SP 5'4.000" x 6'11.250" WEIGHT COMING SOON!	1	1		0 8833.00000	8833.00
0018	FG P-4 FG60CS SP 5.3ft x6.9ft SP 5'4.000" x 6'11.250" WEIGHT COMING SOON!	1	1		0 8833.00000	8833.00
0019	FG P-5 FG60CS SP 5.3ft x6.9ft SP 5'4.000" x 6'11.250" WEIGHT COMING SOON!	1	1		0 8833.00000	8833.00
0020	FG P-6 FG60CS SP 5.3ft x6.9ft SP 5'4.000" x 6'11.250" WEIGHT COMING SOON!	1	1		0 8833.00000	8833.00
0021	FG	1	1		0 8833.00000	8833.00

CONTINUED

Invoice

ELECTRONICALLY FILED - 2023 May 15 2:49 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Won Door Corporation

INVOICE 223676

Page 2 of 2

LINE	PRODUCT DESCRIPTION	QTY ORDERED	QTY SHIPPED	QTY BACK ORDERED	UNIT PRICE	TOTAL PRICE
	P-7 FG60CS SP 5.3ft x6.9ft SP 5'4.000" x 6'11.250" WEIGHT COMING SOON!					
0022 FG	P-9 FG60CS SP 5.3ft x6.9ft SP 5'4.000" x 6'11.250" WEIGHT COMING SOON!	1	1	0	8822.00000	8822.00
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 107414.00

TAX 0.00

TOTAL 107414.00

All amounts shown in U.S.A. DOLLARS

Invoice

33/09A

PAYMENT APPLICATION

TO: Balfour Beatty Construction
406 S McDowell Street
Suite 200
Raleigh, NC 27601
Attn: Tim Spano

PROJECT
NAME AND
LOCATION:
14-1278
Hotel @ Marion Square
404 King Street
Charleston, SC 29403

FROM: Predison Walls Inc.
7317 Peppermill Pkwy
N. Charleston, SC 29418

ARCHITECT:

APPLICATION # for 14-1278
PERIOD THRU: 31-AUG-18
PROJECT #S:
PO #:
DATE OF CONTRACT: 15-APR-15

Distribution to:
☐ OWNER
☐ ARCHITECT
☒ CONTRACTOR

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	\$1,050,065.31
3. CURRENT CONTRACT AMOUNT (Line 1 +/- 2)	\$4,511,764.31
4. TOTAL COMPLETED AND STORED (Column G on Continuation Page)	\$4,511,764.31
5. RETAINAGE:	
a. % of Completed Work (Column D + E on Continuation Page)	\$227,776.11
b. % of Material Stored (Column F on Continuation Page)	\$0.00
Total Retainage (Line 5a + 5b or Column I on Continuation Page)	\$227,776.11
6. TOTAL COMPLETED AND STORED LESS RETAINAGE (Line 4 minus Line 5 Total)	\$4,283,988.20
7. LESS PREVIOUS APPLICATIONS	\$4,264,672.63
8. PAYMENT DUE	\$19,315.57
9. BALANCE TO COMPLETION (Line 3 minus Line 6)	\$227,776.11

SUMMARY OF CHANGE ORDERS	ADDITIONS	DEDUCTIONS
Total Changes approved in previous months	\$1,040,293.70	\$11,690.14
Total approved this month	\$21,461.75	\$0.00
TOTALS	\$1,061,755.45	\$11,690.14
NET CHANGES	\$1,050,065.31	

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 Predison Walls Inc.

By: [Signature] Date: 8/16/18

State of: SC

County of: Charleston

Subscribed and sworn to before me this 16 day of Aug 2018

Notary Public: [Signature]
My Commission Expires: 8-19-2024



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 therefore, 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.

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: 14-AUG-18
PERIOD THRU: 31-AUG-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)	% COMP. (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	148.75
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	212.16
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			42,966.00	42,966.00	0.00		42,966.00	100%	0.00	2,148.32
110		1st Floor Framing - Labor			48,956.00	48,956.00	0.00		48,956.00	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	231.80
115		1st Floor Ceiling Framing - Material			19,908.00	19,908.00	0.00		19,908.00	100%	0.00	985.41
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.

Payment Application containing Contractor's signature is attached.

PROJECT: 14-1278

Hotel @ Marlon Square

APPLICATION #: for 14-1278

DATE OF APPLICATION: 14-AUG-18

PERIOD THRU: 31-AUG-18

A ITEM #	A1 CODE	B 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)	H % COMP. (G / C)	I BALANCE TO COMPLETION (C - G)	J RETAINAGE (If Variable)
						AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
124		2nd Floor ACT - Labor			16,842.00	16,842.00	0.00		16,842.00	100%	0.00	942.08
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			12,635.00	12,635.00	0.00		12,635.00	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	4,485.26
130		3rd Floor Framing - Labor			99,911.00	99,911.00	0.00		99,911.00	100%	0.00	4,985.58
131		3rd Floor Drywall Assembly - Material			92,351.00	92,351.00	0.00		92,351.00	100%	0.00	4,617.55
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			99,911.00	99,911.00	0.00		99,911.00	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	4,617.58
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			99,911.00	99,911.00	0.00		99,911.00	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	4,617.55
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	2,505.49
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

PROJECT: 14-1278

APPLICATION#: 14-1278

Hotel @ Marlon Square

Payment Application containing Contractor's signature is attached.

DATE OF APPLICATION: 14-AUG-18

PERIOD THRU: 31-AUG-18

A	A1	B	C	D		E		F	G	PROJECT #S:		I
				WORK DESCRIPTION	GC Ref#	RCO#	SCHEDULED AMOUNT			COMPLETED WORK		
								AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD	TOTAL COMPLETED AND STORED (D + E + F)	% COMP. (G / C)	
151		8th Floor Drywall Assembly - Material	50,110.00	50,110.00	0.00				50,110.00	100%		2,505.48
152		8th Floor Drywall Assembly - Labor	59,552.00	59,552.00	0.00				59,552.00	100%		2,977.60
153		Roof Terrace Framing - Material	20,885.00	20,885.00	0.00				20,885.00	100%		1,044.24
154		Roof Terrace Framing - Labor	27,831.00	27,831.00	0.00				27,831.00	100%		1,391.55
155		Roof Terrace Drywall Assembly - Material	5,570.00	5,570.00	0.00				5,570.00	100%		278.48
156		Roof Terrace Drywall Assembly - Labor	10,250.00	10,250.00	0.00				10,250.00	100%		512.47
157		Roof Terrace Truss Package Material	198,782.00	198,782.00	0.00				198,782.00	100%		9,839.08
158		Roof Terrace Truss Package Labor	114,770.00	114,770.00	0.00				114,770.00	100%		5,738.49
159		FRP Columns Material	43,500.00	43,500.00	0.00				43,500.00	100%		2,175.01
160		FRP Column Labor	10,000.00	10,000.00	0.00				10,000.00	100%		500.00
161		GRG Dome/Pilaster Material	88,200.00	88,200.00	0.00				88,200.00	100%		4,410.00
162		GRG Dome/Pilaster Labor	15,000.00	15,000.00	0.00				15,000.00	100%		750.00
163		Scaffolding at stairwells	80,000.00	80,000.00	0.00				80,000.00	100%		4,000.00
164		Interior Mock Up	35,000.00	35,000.00	0.00				35,000.00	100%		1,750.01
165		Exterior Mock Up	15,000.00	15,000.00	0.00				15,000.00	100%		750.02
		Group Sub Total	3,461,699.00	3,461,699.00	0.00				3,461,699.00	100%		173,085.04
		SUB TOTAL	3,461,699.00	3,461,699.00	0.00				3,461,699.00	100%		173,085.04

CHANGE ORDERS

1	CO-16441 - Change Order 1 - wood ramp, bbc office buildout, and mock up revisions	11,902.00	11,902.00	0.00	11,902.00	100%	0.00	585.11
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	59.11
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

Payment Application containing Contractor's signature is attached.

PROJECT: 14-1278
Hotel @ Marlon Square

APPLICATION #: for 14-1278
DATE OF APPLICATION: 14-AUG-18
PERIOD THRU: 31-AUG-18

Precision Walls Inc.

A ITEM #	A1 CODE	B 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)	H BALANCE TO COMPLETION (C - G)	I RETAINAGE (If Variable)
							AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD				
4		CO-17281 - Install 5/8" Gypsum Exterior Sheathing Forms at 1st Floor Grout Pour for Masons per BBC Request			5,245.00		5,245.00	0.00		5,245.00	0.00	282.28
5		CO-17413 - Temp Wall T&M Work from 8/28/16 - 8/28/16			6,098.00		6,098.00	0.00		6,098.00	0.00	304.81
6		CO-17698 - 50 pieces of flat strapping for BBC (6" 18ga 10' sticks)			500.00		500.00	0.00		500.00	0.00	25.00
7		CO-17125 - MOD 1 Changes			18,637.00		18,637.00	0.00		18,637.00	0.00	981.84
8		CO-17691 - BBC Onsite Offices/Conference Room T&M Work 9/14/16 - 9/16/16			5,249.00		5,249.00	0.00		5,249.00	0.00	262.45
9		CO-17825 - Framing / Sheathing at Buck Holst Floors 2 through 5 10/28/16 - 10/28/16			3,665.00		3,665.00	0.00		3,665.00	0.00	183.25
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	0.00	134.95
11		CO-17572 - Offsite Model Room Blocking per BBC request and attached T&M tickets			2,013.00		2,013.00	0.00		2,013.00	0.00	100.65
12		CO-17830 - RFI 0738 Pool Deck Slab Revision			4,441.00		4,441.00	0.00		4,441.00	0.00	222.05
13		CO-17986 - 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	0.00	2,200.00
14		CO-18008 - ASI 19 Revisions			3,601.00		3,601.00	0.00		3,601.00	0.00	180.05
15		CO-18024 - Structural Revision - Delete Bathroom Columns			-915.00		-915.00	0.00		-915.00	0.00	-45.75
16		CO-18106 - RFI-0024 Shower Curb Detail			22,204.00		22,204.00	0.00		22,204.00	0.00	1,110.20
17		CO-17428 - RFI 0019 - Change Ramp Wall to Wall Type D4 and Credit Furring & Drywall Shown on Contract Documents			6,880.00		6,880.00	0.00		6,880.00	0.00	344.00
18		CO-18128 - Labor to Temp in 9th Floor Elevator Shafts with Tyvek Provided By Others for Temp Dry In and Infill 6 Windows			966.00		966.00	0.00		966.00	0.00	48.30

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: 14-AUG-18
PERIOD THRU: 31-AUG-18

A ITEM #	A1 CODE	B 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)	H % COMP. (G / C)	I BALANCE TO COMPLETION (C - G)	J RETAINAGE (If Variable)
						AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
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-18263 - 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	46.05
23		CO-17154 - MOD 4 Drawing Revisions			25,511.00	25,511.00	0.00		25,511.00	100%	0.00	1,275.56
24		CO-17426 - 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	451.95
26		CO-16687 - Hotel @ Marion Square - Quarry Cast Reduced Scope Formglases Rev J			251,123.00	246,100.50	5,022.50		251,123.00	100%	0.00	13,183.97
27		CO-18205 - Installation of Plaster Ceilings Per ID 502 and ID 504 - MATERIAL COST ONLY			34,796.00	34,796.00	0.00		34,796.00	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-18397 - CO 17413 / BBC Change Order 5 Adjustment			-983.00	-983.00	0.00		-983.00	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 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

Payment Application containing Contractor's signature is attached.

PROJECT: 14-1278

Hotel @ Marlon Square

APPLICATION#: for 14-1278

DATE OF APPLICATION: 14-AUG-18

PERIOD THRU: 31-AUG-18

ITEM #	A1	B	WORK DESCRIPTION	GC Ref#	RCO#	C	D		E	F	G	H	I
							COMPLETED WORK						
							AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
ITEM #	A1	B	WORK DESCRIPTION	GC Ref#	RCO#	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)
32			CO-17841 - Remove and Replace Drywall at Private Dining 147 due to design changes			2,359.00	2,359.00	0.00			100%	0.00	117.95
33			CO-17264 - MOD 5 Drawing Revisions			19,405.00	19,405.00	0.00			100%	0.00	970.25
34			CO-18318 - SI 39 - Patisserie Wall Changes			1,840.00	1,840.00	0.00			100%	0.00	92.00
35			CO-18429 - SI 41 Boardroom Revisions			1,821.00	1,821.00	0.00			100%	0.00	91.05
36			CO-18430 - SI 41 Prefunction Revisions			2,188.00	2,188.00	0.00			100%	0.00	109.40
37			CO-18417 - SI 39 - Guestroom Patching			1,060.00	1,060.00	0.00			100%	0.00	63.00
38			CO-18463 - RFI 0991 - ADA Bathroom Control Valve Locations			2,538.00	2,538.00	0.00			100%	0.00	126.90
39			CO-18471 - Spa Retail Revisions			4,466.00	4,466.00	0.00			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			100%	0.00	15.75
41			CO-18516 - Repair Water Damaged Drywall & Insulation Work Orders Date 6/5/17 - 7/3/17			2,867.00	2,867.00	0.00			100%	0.00	143.35
42			CO-18367 - SI 38 - B32 Wall and Door Frame Demo			2,031.00	2,031.00	0.00			100%	0.00	101.55
43			CO-18410 - RFI 0916 Ballroom RCP Confid with Ducts			4,517.00	4,517.00	0.00			100%	0.00	225.85
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			100%	0.00	172.60
45			CO-18479 - Temp Wall Extra Work Order Date 6/14/17			3,977.00	3,977.00	0.00			100%	0.00	198.85
46			CO-17804 - Revised Exterior Mock Up Work			15,879.00	15,879.00	0.00			100%	0.00	793.95
47			CO-17956 - Model Room 8 Revisions - Add (2) GRG Shapes per 5MR-01			2,496.00	2,496.00	0.00			100%	0.00	124.90
48			CO-18237 - Repair Damaged/Removed Rigid Insulation & Drywall L4 & L5 Extra Work Order 3/120/17			3,436.00	3,436.00	0.00			100%	0.00	171.80

ELECTRONICALLY FILED - 2023 May 15 2:49 PM - CHARLESTON - COMMON PLEAS - CASE#2019-0100108
 803-684-5781
 Charleston, SC 29403
 Peppermill Pkwy N. Charleston, SC 29403

CONTINUATION PAGE

Precision Walls Inc.

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PROJECT: 14-1278
Hotel @ Marlon Square

APPLICATION #: for 14-1278
DATE OF APPLICATION: 14-AUG-18
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						AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD						
49		CO-18349 - SI 39 - Stair 4 Wall Revisions			6,371.00	6,371.00	0.00	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	0.00		6,876.00	100%	0.00	343.80
51		CO-18568 - Installation of Plaster Ceilings Per ID 502 and ID 504 - Installation COST ONLY			19,825.00	19,825.00	0.00	0.00		19,825.00	100%	0.00	981.24
52		CO-17482 - MOD 6 Drawing Revisions			30,460.00	30,460.00	0.00	0.00		30,460.00	100%	0.00	1,523.00
53		CO-18606 - Repair Water Damaged Drywall & Insulation Work Orders Date 8/5/17			333.00	333.00	0.00	0.00		333.00	100%	0.00	16.65
54		CO-18623 - Repair Water Damaged Drywall & Insulation Work Orders Dated 8/28/17			945.00	945.00	0.00	0.00		945.00	100%	0.00	47.25
55		CO-17508 - MOD 7 Drawing Revisions			37,713.00	37,713.00	0.00	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	0.00		29,868.00	100%	0.00	1,493.39
57		CO-18238 - Frame Out for 2nd Floor Curtain Pockets Extra Work Order 3/14/17			408.00	408.00	0.00	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	0.00		373.94	100%	0.00	18.69
59		CO-18240 - REVISED Added Radius Soffit Work at 2nd Floor Rokunda Extra Work Order 3/22/17 & 3/24/17			1,683.00	1,683.00	0.00	0.00		1,683.00	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	0.00		1,820.00	100%	0.00	91.00
61		CO-18302 - Re-Frame Soffits at window of prefuction on 2nd floor and add drapery pockets Extra Work Order 3/24/17			483.00	483.00	0.00	0.00		483.00	100%	0.00	24.15

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A ITEM #	A1 CODE	B 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 BALANCE TO COMPLETION (G - G)	I RETAINAGE (If Variable)
						AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
62		CO-18303 - Plan Grid Issue #243 Replace insulation and re-hang drywall that was removed due to valve changes in 22'18			654.00	654.00	0.00	0.00		654.00	0.00	32.70
63		CO-18404 - Re-work 2nd floor bathroom windows due to masonry issues Extra Work Order 4/20/17			934.87	934.87	0.00	0.00		934.87	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	0.00	0.00		9,632.00	0.00	481.60
65		CO-18409 - Kitchen Drywall Repairs ONLY Extra Work Orders Dates 4/13/17 thru 4/28/17			1,195.00	1,195.00	0.00	0.00		1,195.00	0.00	59.75
66		CO-18458 - Kitchen Added Bulkheads Extra Work Orders Dates 4/13/17 thru 4/28/17			651.00	651.00	0.00	0.00		651.00	0.00	32.55
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	0.00	0.00		1,410.00	0.00	70.50
68		CO-18477 - Add Wall not shown on plans at door 500L2 to pass elevator Inspection Extra Work Orders Date 6/16/17			294.00	294.00	0.00	0.00		294.00	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	0.00	0.00		1,608.80	0.00	80.44
70		CO-18480 - RFI 0976 Lower Upper Dining Soffits			1,501.00	1,501.00	0.00	0.00		1,501.00	0.00	75.05
71		CO-18481 - Repair Drywall Damages at 3rd floor Extra Work Orders Date 5/5/17 - 6/21/17			8,019.00	8,018.00	0.00	0.00		8,019.00	0.00	400.95
72		CO-18482 - Repair Damaged Framing on L6 Extra Work Order 6/10/17			1,266.00	1,266.00	0.00	0.00		1,266.00	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	0.00	0.00		3,434.00	0.00	171.70

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74		CO-18487 - Repair damaged rigid insulation and drywall due to electricians Extra Work Orders 8/14/17 & 8/19/17			580.00		580.00		0.00			580.00	100%	0.00	28.00
75		CO-18643 - 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	249.85
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	249.30
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	137.25
79		CO-18472 - RFI 0999 - Partisserie 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			3,819.20		3,819.20		0.00			3,819.20	100%	0.00	180.86
81		CO-18590 - SI 54 - Managers Apartment Ceiling Revisions ONLY			4,631.00		4,631.00		0.00			4,631.00	100%	0.00	231.55
82		CO-18645 - 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	70.90
84		CO-18577 - 1st Floor Alcove Soffit Drop per Alec Dooley			1,919.00		1,919.00		0.00			1,919.00	100%	0.00	85.95
85		CO-18687 - RFI 1068 - Camellias 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 0922 Added Bulkhead to Conceal Sprinkler Pipe in room 435			974.00		974.00		0.00			974.00	100%	0.00	48.70
88		CO-18591 - RFI 1070 - Added Soffit in Room 510			938.00		938.00		0.00			938.00	100%	0.00	46.90
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

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								D	E					
														AMOUNT PREVIOUS PERIODS
							SCHEDULED AMOUNT			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-18884 - Furnish and Install FRP in 8th floor food prep			2,531.00		0.00		2,531.00	100%	0.00	126.55
91				CO-18724 - RFI 1133 - L9 Pricing Request for Added Access Panels and Door Frame			3,544.00		0.00		3,544.00	100%	0.00	177.20
92				CO-18401 - MSH Plang Grid Issue 438 Repair Damages to Pattieserie Ceiling Framing			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		0.00		2,078.00	100%	0.00	103.90
94				CO-18518 - Sprinkler Patching Extra Work Orders 6/23/17 - 7/5/17			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		0.00		1,343.00	100%	0.00	67.15
96				CO-18552 - Mechanical Patching/Repair Extra Work Orders 7/10/17 - 7/17/18			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		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		0.00		1,763.00	100%	0.00	88.15
99				CO-18723 - Lower Ceiling in Room 400K - See BIM Item MJ-0135			252.00		0.00		252.00	100%	0.00	12.60
100				CO-18725 - Electrical Patching Extra Work Orders 9/14/17 - 12/4/17			2,435.00		0.00		2,435.00	100%	0.00	121.75
101				CO-18726 - Mechanical Patching/Repair Extra Work Orders 8/30/17 - 12/6/17			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		0.00		418.00	100%	0.00	20.90
103				CO-18752 - RFI 1166 - Rooftop Pantry Kitchen Hood Height			1,400.00		0.00		1,400.00	100%	0.00	70.00
104				CO-18315 - Large Cornice Revisions Due to Baker Roofing Changes After Approved Submittals			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		0.00		2,058.00	100%	0.00	102.90

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106		CO-18707 - Framing and Sheathing Adjustments at 3rd Floor Terrace Gable Ends			1,967.50	1,967.50	1,967.50	0.00		1,967.50	0.00	98.37
107		CO-18828 - Won Door Pocket Adjustments			2,579.00	2,579.00	2,579.00	0.00		2,579.00	0.00	128.95
108		CO-18851 - Kitchens 143 & 243 & Linen 300H ceiling repairs			6,686.00	6,686.00	6,686.00	0.00		6,686.00	0.00	334.30
109		CO-18520 - Electrical Patching Extra Work Orders 6/22/17 - 7/5/17			1,033.00	1,033.00	1,033.00	0.00		1,033.00	0.00	51.65
110		CO-18867 - SI 48 Revisions - 2nd Floor Shower Revision Only DELETE SCOPE			-4,997.00	-4,997.00	-4,997.00	0.00		-4,997.00	0.00	-249.85
111		CO-18863 - CDD 4 Work 3/21/18 & 3/22/18			1,303.00	1,303.00	1,303.00	0.00		1,303.00	0.00	65.15
112		CO-18865 - CDD 5 Work 3/23/18, 3/26/18, 3/27/18			2,482.00	2,482.00	2,482.00	0.00		2,482.00	0.00	124.10
113		CO-18852 - Added Quencycast Flat Veneer Panels & Custom Pilasters at Foyer Hopes Door Jambes/hood per BBC Request			18,093.00	13,569.75	13,569.75	4,523.25		18,093.00	0.00	1,356.98
114		CO-18222 - SI 36 R1 Owner Change Directive Levels 3-8			15,548.39	15,548.39	15,548.39	0.00		15,548.39	0.00	777.42
115		CO-18799 - Furnish and Install FRP at Roof Top Bar per ID-993.148			1,413.00	1,413.00	1,413.00	0.00		1,413.00	0.00	70.65
116		CO-18897 - CDD 6 Work 4/9/18 & 4/10/18			2,729.00	2,729.00	2,729.00	0.00		2,729.00	0.00	136.45
117		CO-18900 - CDD 4 Work 4.13.18			671.00	671.00	671.00	0.00		671.00	0.00	33.55
118		CO-18901 - CDD 6 Work 4/19/18			878.00	878.00	878.00	0.00		878.00	0.00	43.90
119		CO-18825 - Demo, shore up, and re-install elevator fronts on levels 3-8			6,152.00	6,152.00	6,152.00	0.00		6,152.00	0.00	307.60
120		CO-18902 - Re-Frame 9th Floor Elevator Lobby Wall/Ceiling to Accommodate Elevator Doors			3,086.00	3,086.00	3,086.00	0.00		3,086.00	0.00	154.30
121		CO-18906 - CDD 2 Work 4/23/18			662.00	662.00	662.00	0.00		662.00	0.00	33.10
122		CO-18923 - CDD 10 Work - 5/7/18 thru 5/11/18			2,507.00	2,507.00	2,507.00	0.00		2,507.00	0.00	125.35
123		CO-18924 - CDD 6 Work - 4/20/18 thru 5/3/18			2,829.00	2,829.00	2,829.00	0.00		2,829.00	0.00	141.45

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124		CO-18925 - CDD 2 Work - 5/2/18 thru 5/14/18			9,075.00	0.00		9,075.00	0.00	453.75
125		CO-18931 - CDD 8 - 5/17/18 Managers Apartment			843.00	0.00		843.00	0.00	42.15
126		CO-18932 - CDD 7 - 5/18/18 thru 5/17/18 Private Dining Work			759.00	0.00		759.00	0.00	37.95
127		CO-18933 - CDD 2 Work - 5/5/18 thru 5/25/18			16,034.00	0.00		16,034.00	0.00	801.70
128		CO-18928 - CDD 17 Work - 5/31/18 thru 6/5/18			2,235.00	0.00		2,235.00	0.00	111.75
129		CO-18959 - CDD 8 Work - 6/5/18 thru 6/11/18			4,905.00	0.00		4,905.00	0.00	245.25
130		CO-18960 - CDD 7 Work - 6/5/18 thru 6/8/18			2,396.00	0.00		2,396.00	0.00	119.80
131		CO-18964 - CDD 8 Work - 6/15/18 thru 6/16/18			3,038.00	0.00		3,038.00	0.00	303.80
132		CO-18965 - CDD 8 Work - 6/18/18 thru 6/22/18			3,492.00	0.00		3,492.00	0.00	349.20
133		CO-18967 - CDD 10 Work - 6/18/18 thru 6/21/18			2,364.00	0.00		2,364.00	0.00	236.40
134		CO-18990 - CDD 8 Work - 7/10/18 thru 7/12/18			1,343.00	0.00		1,343.00	0.00	134.30
10001		CO-18998 - CDD 2 Work 7/27/18			0.00	450.00		450.00	0.00	45.00
10002		CO-18999 - CDD 2 Work 7/30/18 thru 7/31/18			0.00	766.00		766.00	0.00	76.60
10003		CO-18982 - Relocate load bearing wall on level 9 to accommodate wheel chair ramp			0.00	3,220.00		3,220.00	0.00	322.00
10004		CO-19000 - Damaged Ceiling Tile Repairs per BBC Request - All floors			0.00	7,100.00		7,100.00	0.00	710.00
10005		CO-19015 - CDD 22 Work 8/2/18 & 8/3/18			0.00	380.00		380.00	0.00	38.00
		Group Sub Total			1,050,065.31	21,461.75		1,050,065.31	0.00	54,681.07
		SUB TOTAL			1,050,065.31	21,461.75		1,050,065.31	0.00	54,681.07
		FINAL TOTAL			94,511,764.31	821,461.75		94,511,764.31	90.00	622,776.11

EXHIBIT G - APPLICATION FOR PAYMENT

Pay Request #: 27
Work Performed Through 08/31/18

Subcontractor's Name: Precision Walls, Inc.
Subcontractor's Address: 2205 E Distribution Center Dr., Charlotte, NC 28269
Phone Number: 843-793-6020
Fax Number: 843-571-2098

Project Name: Hotel at Marion Square Project No.: 13026000 Date: 08/14/18
Owner:

Description of Work: Drywall, GFRG, FRP, Light Gauge Steel Roof Trusses & Ceilings

Original Contract Amount:	\$3,461,699.00
Change Order Total:	1,050,065.31
Through C/Off:	
Total Revised Contract	4,511,764.31
Value of Work Performed to Date	4,511,764.31
Value of Materials Stored On Site	00.00
Value of Materials Stored Off Site	00.00
Current Month (Stored Materials)	00.00
Total	4,511,764.31
Less 10.0000 % Retainage	227,776.11
Amount Earned to Date	4,283,988.20
Less Previous Billings/Payments	4,264,672.63
Less Adjustments/Joint Checks	00.00
Less Pending Back Charges	00.00
Total Amount this Requisition	19,315.57

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 ☐	
EBO Reports Current	Y ☐	N ☐	
Certified Payrolls Current	Y ☐	N ☐	
Insurance Status			
Insurance Expiration Date			
Release Attached	Y ☐	N ☐	
Turn/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			
Owner Payment Rec'd Date			
Payment Terms			
Pay Select \$			

For Balfour Beatty Construction Use Only:

CO #	Vendor #	Job #	Contract No.
		13026000	012
Date	Invoice #	Description	
Gross Amount	Retainage Amt	Net Amount	
Accrue Tax	Tax Code	Pay Item & Cost Code	
Yes			
No			
Misc Codes:			

Approval:

PSB / Date

PA / Date

APA / Date

PRECISION WALLS, INC.
Partners in driving your job.

Balfour Beatty Construction

Page 1 of 2

Reference	Date	Description	Job #	Amount	Approved	14-1278
CO-1724	APR-18-18	Hotel @ Madison Square			3,451,690.00	14-1278
CO-1725	APR-18-18	Change Order 1 - revised ramp, add office building, and rework up residence			11,882.00	14-1278
CO-1726	MAY-31-18	CO 2 - add for office changes and ramp			1,043.00	14-1278
CO-1727	MAY-31-18	CO 3 - r-phased even and at big area			1,182.00	14-1278
CO-1728	MAY-31-18	CO 4 - Market Square - Quarry Cast Poured Slabs Formulas Per J			4,880.00	14-1278
CO-1729	MAY-31-18	CO 5 - 450' x 450' - closed wall type changes and soffits			251,123.00	14-1278
CO-1730	MAY-31-18	CO 6 - 450' x 450' - closed wall type changes and soffits			0.00	14-1278
CO-1731	MAY-31-18	CO 7 - 450' x 450' - closed wall type changes and soffits			0.00	14-1278
CO-1732	MAY-31-18	CO 8 - 450' x 450' - closed wall type changes and soffits			0.00	14-1278
CO-1733	MAY-31-18	CO 9 - 450' x 450' - closed wall type changes and soffits			0.00	14-1278
CO-1734	MAY-31-18	CO 10 - 450' x 450' - closed wall type changes and soffits			0.00	14-1278
CO-1735	MAY-31-18	CO 11 - 450' x 450' - closed wall type changes and soffits			0.00	14-1278
CO-1736	MAY-31-18	CO 12 - 450' x 450' - closed wall type changes and soffits			0.00	14-1278
CO-1737	MAY-31-18	CO 13 - 450' x 450' - closed wall type changes and soffits			0.00	14-1278
CO-1738	MAY-31-18	CO 14 - 450' x 450' - closed wall type changes and soffits			0.00	14-1278
CO-1739	MAY-31-18	CO 15 - 450' x 450' - closed wall type changes and soffits			0.00	14-1278
CO-1740	MAY-31-18	CO 16 - 450' x 450' - closed wall type changes and soffits			0.00	14-1278
CO-1741	MAY-31-18	CO 17 - 450' x 450' - closed wall type changes and soffits			0.00	14-1278
CO-1742	MAY-31-18	CO 18 - 450' x 450' - closed wall type changes and soffits			0.00	14-1278
CO-1743	MAY-31-18	CO 19 - 450' x 450' - closed wall type changes and soffits			0.00	14-1278
CO-1744	MAY-31-18	CO 20 - 450' x 450' - closed wall type changes and soffits			0.00	14-1278
CO-1745	MAY-31-18	CO 21 - 450' x 450' - closed wall type changes and soffits			0.00	14-1278
CO-1746	MAY-31-18	CO 22 - 450' x 450' - closed wall type changes and soffits			0.00	14-1278
CO-1747	MAY-31-18	CO 23 - 450' x 450' - closed wall type changes and soffits			0.00	14-1278
CO-1748	MAY-31-18	CO 24 - 450' x 450' - closed wall type changes and soffits			0.00	14-1278
CO-1749	MAY-31-18	CO 25 - 450' x 450' - closed wall type changes and soffits			0.00	14-1278
CO-1750	MAY-31-18	CO 26 - 450' x 450' - closed wall type changes and soffits			0.00	14-1278
CO-1751	MAY-31-18	CO 27 - 450' x 450' - closed wall type changes and soffits			0.00	14-1278
CO-1752	MAY-31-18	CO 28 - 450' x 450' - closed wall type changes and soffits			0.00	14-1278
CO-1753	MAY-31-18	CO 29 - 450' x 450' - closed wall type changes and soffits			0.00	14-1278
CO-1754	MAY-31-18	CO 30 - 450' x 450' - closed wall type changes and soffits			0.00	14-1278
CO-1755	MAY-31-18	CO 31 - 450' x 450' - closed wall type changes and soffits			0.00	14-1278
CO-1756	MAY-31-18	CO 32 - 450' x 450' - closed wall type changes and soffits			0.00	14-1278
CO-1757	MAY-31-18	CO 33 - 450' x 450' - closed wall type changes and soffits			0.00	14-1278
CO-1758	MAY-31-18	CO 34 - 450' x 450' - closed wall type changes and soffits			0.00	14-1278
CO-1759	MAY-31-18	CO 35 - 450' x 450' - closed wall type changes and soffits			0.00	14-1278
CO-1760	MAY-31-18	CO 36 - 450' x 450' - closed wall type changes and soffits			0.00	14-1278
CO-1761	MAY-31-18	CO 37 - 450' x 450' - closed wall type changes and soffits			0.00	14-1278
CO-1762	MAY-31-18	CO 38 - 450' x 450' - closed wall type changes and soffits			0.00	14-1278
CO-1763	MAY-31-18	CO 39 - 450' x 450' - closed wall type changes and soffits			0.00	14-1278
CO-1764	MAY-31-18	CO 40 - 450' x 450' - closed wall type changes and soffits			0.00	14-1278
CO-1765	MAY-31-18	CO 41 - 450' x 450' - closed wall type changes and soffits			0.00	14-1278
CO-1766	MAY-31-18	CO 42 - 450' x 450' - closed wall type changes and soffits			0.00	14-1278
CO-1767	MAY-31-18	CO 43 - 450' x 450' - closed wall type changes and soffits			0.00	14-1278
CO-1768	MAY-31-18	CO 44 - 450' x 450' - closed wall type changes and soffits			0.00	14-1278
CO-1769	MAY-31-18	CO 45 - 450' x 450' - closed wall type changes and soffits			0.00	14-1278
CO-1770	MAY-31-18	CO 46 - 450' x 450' - closed wall type changes and soffits			0.00	14-1278
CO-1771	MAY-31-18	CO 47 - 450' x 450' - closed wall type changes and soffits			0.00	14-1278
CO-1772	MAY-31-18	CO 48 - 450' x 450' - closed wall type changes and soffits			0.00	14-1278
CO-1773	MAY-31-18	CO 49 - 450' x 450' - closed wall type changes and soffits			0.00	14-1278
CO-1774	MAY-31-18	CO 50 - 450' x 450' - closed wall type changes and soffits			0.00	14-1278
CO-1775	MAY-31-18	CO 51 - 450' x 450' - closed wall type changes and soffits			0.00	14-1278
CO-1776	MAY-31-18	CO 52 - 450' x 450' - closed wall type changes and soffits			0.00	14-1278
CO-1777	MAY-31-18	CO 53 - 450' x 450' - closed wall type changes and soffits			0.00	14-1278
CO-1778	MAY-31-18	CO 54 - 450' x 450' - closed wall type changes and soffits			0.00	14-1278
CO-1779	MAY-31-18	CO 55 - 450' x 450' - closed wall type changes and soffits			0.00	14-1278
CO-1780	MAY-31-18	CO 56 - 450' x 450' - closed wall type changes and soffits			0.00	14-1278
CO-1781	MAY-31-18	CO 57 - 450' x 450' - closed wall type changes and soffits			0.00	14-1278
CO-1782	MAY-31-18	CO 58 - 450' x 450' - closed wall type changes and soffits			0.00	14-1278
CO-1783	MAY-31-18	CO 59 - 450' x 450' - closed wall type changes and soffits			0.00	14-1278
CO-1784	MAY-31-18	CO 60 - 450' x 450' - closed wall type changes and soffits			0.00	14-1278
CO-1785	MAY-31-18	CO 61 - 450' x 450' - closed wall type changes and soffits			0.00	14-1278
CO-1786	MAY-31-18	CO 62 - 450' x 450' - closed wall type changes and soffits			0.00	14-1278
CO-1787	MAY-31-18	CO 63 - 450' x 450' - closed wall type changes and soffits			0.00	14-1278
CO-1788	MAY-31-18	CO 64 - 450' x 450' - closed wall type changes and soffits			0.00	14-1278
CO-1789	MAY-31-18	CO 65 - 450' x 450' - closed wall type changes and soffits			0.00	14-1278
CO-1790	MAY-31-18	CO 66 - 450' x 450' - closed wall type changes and soffits			0.00	14-1278
CO-1791	MAY-31-18	CO 67 - 450' x 450' - closed wall type changes and soffits			0.00	14-1278
CO-1792	MAY-31-18	CO 68 - 450' x 450' - closed wall type changes and soffits			0.00	14-1278
CO-1793	MAY-31-18	CO 69 - 450' x 450' - closed wall type changes and soffits			0.00	14-1278
CO-1794	MAY-31-18	CO 70 - 450' x 450' - closed wall type changes and soffits			0.00	14-1278
CO-1795	MAY-31-18	CO 71 - 450' x 450' - closed wall type changes and soffits			0.00	14-1278
CO-1796	MAY-31-18	CO 72 - 450' x 450' - closed wall type changes and soffits			0.00	14-1278
CO-1797	MAY-31-18	CO 73 - 450' x 450' - closed wall type changes and soffits			0.00	14-1278
CO-1798	MAY-31-18	CO 74 - 450' x 450' - closed wall type changes and soffits			0.00	14-1278
CO-1799	MAY-31-18	CO 75 - 450' x 450' - closed wall type changes and soffits			0.00	14-1278
CO-1800	MAY-31-18	CO 76 - 450' x 450' - closed wall type changes and soffits			0.00	14-1278
CO-1801	MAY-31-18	CO 77 - 450' x 450' - closed wall type changes and soffits			0.00	14-1278
CO-1802	MAY-31-18	CO 78 - 450' x 450' - closed wall type changes and soffits			0.00	14-1278
CO-1803	MAY-31-18	CO 79 - 450' x 450' - closed wall type changes and soffits			0.00	14-1278
CO-1804	MAY-31-18	CO 80 - 450' x 450' - closed wall type changes and soffits			0.00	14-1278
CO-1805	MAY-31-18	CO 81 - 450' x 450' - closed wall type changes and soffits			0.00	14-1278
CO-1806	MAY-31-18	CO 82 - 450' x 450' - closed wall type changes and soffits			0.00	14-1278
CO-1807	MAY-31-18	CO 83 - 450' x 450' - closed wall type changes and soffits			0.00	14-1278
CO-1808	MAY-31-18	CO 84 - 450' x 450' - closed wall type changes and soffits			0.00	14-1278
CO-1809	MAY-31-18	CO 85 - 450' x 450' - closed wall type changes and soffits			0.00	14-1278
CO-1810	MAY-31-18	CO 86 - 450' x 450' - closed wall type changes and soffits			0.00	14-1278
CO-1811	MAY-31-18	CO 87 - 450' x 450' - closed wall type changes and soffits			0.00	14-1278
CO-1812	MAY-31-18	CO 88 - 450' x 450' - closed wall type changes and soffits			0.00	14-1278
CO-1813	MAY-31-18	CO 89 - 450' x 450' - closed wall type changes and soffits			0.00	14-1278
CO-1814	MAY-31-18	CO 90 - 450' x 450' - closed wall type changes and soffits			0.00	14-1278
CO-1815	MAY-31-18	CO 91 - 450' x 450' - closed wall type changes and soffits			0.00	14-1278
CO-1816	MAY-31-18	CO 92 - 450' x 450' - closed wall type changes and soffits			0.00	14-1278
CO-1817	MAY-31-18	CO 93 - 450' x 450' - closed wall type changes and soffits			0.00	14-1278
CO-1818	MAY-31-18	CO 94 - 450' x 450' - closed wall type changes and soffits			0.00	14-1278
CO-1819	MAY-31-18	CO 95 - 450' x 450' - closed wall type changes and soffits			0.00	14-1278
CO-1820	MAY-31-18	CO 96 - 450' x 450' - closed wall type changes and soffits			0.00	14-1278
CO-1821	MAY-31-18	CO 97 - 450' x 450' - closed wall type changes and soffits			0.00	14-1278
CO-1822	MAY-31-18	CO 98 - 450' x 450' - closed wall type changes and soffits			0.00	14-1278
CO-1823	MAY-31-18	CO 99 - 450' x 450' - closed wall type changes and soffits			0.00	14-1278
CO-1824	MAY-31-18	CO 100 - 450' x 450' - closed wall type changes and soffits			0.00	14-1278
CO-1825	MAY-31-18	CO 101 - 450' x 450' - closed wall type changes and soffits			0.00	14-1278
CO-1826	MAY-31-18	CO 102 - 450' x 450' - closed wall type changes and soffits			0.00	14-1278
CO-1827	MAY-31-18	CO 103 - 450' x 450' - closed wall type changes and soffits			0.00	14-1278
CO-1828	MAY-31-18	CO 104 - 450' x 450' - closed wall type changes and soffits			0.00	14-1278
CO-1829	MAY-31-18	CO 105 - 450' x 450' - closed wall type changes and soffits			0.00	14-1278
CO-1830	MAY-31-18	CO 106 - 450' x 450' - closed wall type changes and soffits			0.00	14-1278
CO-1831	MAY-31-18	CO 107 - 450' x 450' - closed wall type changes and soffits			0.00	14-1278
CO-1832	MAY-31-18	CO 108 - 450' x 450' - closed wall type changes and soffits			0.00	14-1278
CO-1833	MAY-31-18	CO 109 - 450' x 450' - closed wall type changes and soffits			0.00	14-1278
CO-1834	MAY-31-18	CO 110 - 450' x 450' - closed wall type changes and soffits			0.00	14-1278
CO-1835	MAY-31-18	CO 111 - 450' x 450' - closed wall type changes and soffits			0.00	14-1278
CO-1836	MAY-31-18	CO 112 - 450' x 450' - closed wall type changes and soffits			0.00	14-1278
CO-1837	MAY-31-18	CO 113 - 450' x 450' - closed wall type changes and soffits			0.00	14-1278
CO-1838	MAY-31-18	CO 114 - 450' x 450' - closed wall type changes and soffits			0.00	14-1278
CO-1839	MAY-31-18	CO 115 - 450' x 450' - closed wall type changes and soffits			0.00	14-1278
CO-1840	MAY-31-18	CO 116 - 450' x 450' - closed wall type changes and soffits			0.00	14-1278
CO-1841	MAY-31-18	CO 117 - 450' x 450' - closed wall type changes and soffits			0.00	14-1278
CO-1842	MAY-31-18	CO 118 - 450' x 450' - closed wall type changes and soffits			0.00	14-1278
CO-1843	MAY-31-18	CO 119 - 450' x 450' - closed wall type changes and soffits			0.00	14-1278
CO-1844	MAY-31-18	CO 120 - 450' x 450' - closed wall type changes and soffits			0.00	14-1278
CO-1845	MAY-31-18	CO 121 - 450' x 450' - closed wall type changes and soffits			0.00	14-1278
CO-1846	MAY-31-18	CO 122 - 450' x 450' - closed wall type changes and soffits			0.00	14-1278
CO-1847	MAY-31-18	CO 123 - 450' x 450' - closed wall type changes and soffits			0.00	14-1278
CO-1848	MAY-31-18	CO 124 - 450' x 450' - closed wall type changes and soffits			0.00	14-1278
CO-1849	MAY-31-18	CO 125 - 450' x 450' - closed wall type changes and soffits			0.00	14-1278
CO-1850	MAY-31-18	CO 126 - 450' x 450' - closed wall type changes and soffits			0.00	14-1278
CO-1851	MAY-31-18	CO 127 - 450' x 450' - closed wall type changes and soffits			0.00	14-1278
CO-1852	MAY-31-18	CO 128 - 450' x 450' - closed wall type changes and soffits			0.00	14-1278
CO-1853	MAY-31-18	CO 129 - 450' x 450' - closed wall type changes and soffits			0.00	14-1278
CO-1854	MAY-31-18	CO 130 - 450' x 450' - closed wall type changes and soffits			0.00	14-1278
CO-1855	MAY-31-18	CO 131 - 450' x 450' - closed wall type changes and soffits			0.00	14-1278
CO-1856	MAY-31-18	CO 132 - 450' x 450' - closed wall type changes and soffits			0.00	14-1278
CO-1857	MAY-31-18	CO 133 - 450' x 450' - closed wall type changes and soffits			0.00	14-1278
CO-1858	MAY-31-18	CO 134 - 450' x 450' - closed wall type changes and soffits			0.00	14-1278
CO-1859	MAY-31-18	CO 135 - 450' x 450' - closed wall type changes and soffits			0.00	14-1278
CO-1860	MAY-31-18	CO 136 - 450' x 450' - closed wall type changes and soffits			0.00	14-1278
CO-1861	MAY-31-18	CO 137 - 450' x 450' - closed wall type changes and soffits			0.00	14-1278
CO-1862	MAY-31-18	CO 138 - 450' x 450' - closed wall type changes and soffits			0.00	14-1278
CO-1863	MAY-31-18	CO 139 - 450' x 450' - closed wall type changes and soffits			0	

CO-18082	JAN-27-17	revisions Provide bid ONLY to install 170 precast door frames	Void	0.00	0.00	0.00
CO-18084	JAN-24-17	Board Insulation RFP	Void	0.00	0.00	0.00
CO-18088	FEB-07-17	RFA-0190 RFD Material Upgrade Cost	Void	0.00	0.00	0.00
CO-18105	FEB-08-17	RFA-0054 Banner Cuts Detail	Approved	22,294.00	22,294.00	19,983.00
CO-18112	FEB-08-17	Reduce Tilt to Frame Out Crawlings for Light Frames Not Installed and Load Out Prior to Framing	Pending	3,672.00	0.00	0.00
CO-18128	FEB-14-17	Callings on 1 & 2	Void	0.00	0.00	0.00
CO-18129	FEB-14-17	RFA-0060 Level 3-8 Casing Issues	Approved	1,602.00	1,602.00	1,791.00
CO-18127	FEB-14-17	Re-insulate Exterior Wall Right Insulation and 2.	Approved	935.00	935.00	880.40
CO-18128	FEB-14-17	Leaving after it was removed by others on levels 3 & 8	Approved	1,470.00	1,470.00	1,223.80
CO-18129	FEB-14-17	Leaving to Thru in 10th Floor Elevator Shaft with Trench Provided by Others for Temp Dry to and into 9 Windows	Approved	0.00	0.00	0.00
CO-18130	MAR-09-17	Removal/replace drywall and repair pocket doors to meet up rooms 209 and 211. Premium floor for Secondary Only.	Void	0.00	0.00	0.00
CO-18131	MAR-15-17	RFA-0068 Summer Windows	Pending	2,403.00	0.00	0.00
CO-18222	MAR-15-17	RFA-0070 - Greenhouse CO Modifications	Open	188,140.00	0.00	0.00
CO-18223	MAR-15-17	Schedule Compression, Blanking, and Neutralization Costs for A Result of Schedule Update 19 Occupied by the 14 Schools	Pending	894.00	0.00	0.00
CO-18290	MAR-14-17	Insulation of Plaster Crawlings Per ID 602 and ID 604 - MATERIAL COST ONLY	Approved	24,790.00	24,790.00	21,716.40
CO-18291	MAR-18-17	SI 30 E1 Cover Change Division Lymph 3-9	Approved	10,940.39	10,940.39	10,940.39
CO-18292	MAR-20-17	Add Framing and Drywall Over Presentations for Ceiling Cold Absorbing 2nd Floor Windows	Pending	0.00	0.00	0.00
CO-18293	MAR-20-17	Repair 2nd Floor Ceiling Wall Extra Work Order 314117	Approved	495.00	495.00	388.40
CO-18294	MAR-27-17	Frame Out for 2nd Floor Ceiling Pedestal Extra Work Order 314117	Approved	3,438.00	3,438.00	3,082.40
CO-18295	MAR-27-17	Repair Damaged/Recessed Rigid Insulation & Drywall L4 & L5 Extra Work Order 314117	Approved	373.04	373.04	300.00
CO-18296	MAR-28-17	Refrigeration Cooling 2009/A Ceiling Extra Work Order 302917	Approved	1,683.00	1,683.00	1,741.70
CO-18297	MAR-28-17	Refrigeration Cooling 2009/A Ceiling Extra Work Order 302917	Approved	1,683.00	1,683.00	1,683.00
CO-18298	MAR-31-17	Repair Damaged to 2nd Floor Overhead Inspection Extra Work Order 302917 & 304117	Approved	692.00	692.00	532.88
CO-18299	MAR-31-17	Re-Joints and being around windows in rooms 208 due to damage Extra Work Order 304117	Approved	691.00	691.00	628.00
CO-18300	MAR-31-17	Box out around pipes that did not fit in the place of	Approved	0.00	0.00	0.00
CO-18301	MAR-31-17	Box out for 2nd floor Extra Work Order 303917	Pending	1,000.00	0.00	0.00
CO-18302	MAR-31-17	Frame out for duct not held out on 1B Extra Work Order 304117	Pending	930.00	0.00	0.00
CO-18303	MAR-31-17	2nd Floor Duct Patching Extra Work Order 304117	Approved	2,078.70	2,078.70	2,318.17
CO-18304	APR-03-17	Chimes and Re-Split Shelves 9 Floor Ductless Unit to Street Facing South Tree High	Pending	760.00	0.00	0.00
CO-18305	APR-03-17	Re-Frame Ceiling for Lights Not Held out in Rooms	Pending	439.00	0.00	0.00
CO-18306	APR-03-17	221 2209/ 223, and 218A, Extra Work Order 302917	Pending	0.00	0.00	0.00
CO-18307	APR-03-17	Extra Work Orders to add blanking at 10th Floor Windows due to Hights Changing	Pending	2,100.00	0.00	0.00
CO-18308	APR-03-17	Lower Ceiling in Upper Office Room due to low ductwork Extra Work Order 304117	Pending	1,921.00	0.00	0.00
CO-18309	APR-03-17	Re-Frame Ceiling at windows of production on 2nd	Approved	405.00	405.00	404.35
CO-18310	APR-03-17	Box out and add drywall produce Extra Work Order	Approved	684.00	684.00	680.00
CO-18311	APR-03-17	Plan 604 Issues 4043 Replace Insulation and re-framing drywall that was removed due to value changes to 221B	Approved	780.00	0.00	0.00
CO-18312	APR-03-17	Plan 604 Issues 4051 Window Subframe 4 South	Pending	1,190.00	0.00	0.00
CO-18313	APR-03-17	Plan 604 Issues 4056 Insulate Fire Rated Box Out for pipes out of place of wall in Cluster 220	Pending	390.00	0.00	0.00
CO-18314	APR-03-17	Plan 604 Issues 4057 Insulate metal stud wall for out at electrical box in vestibule 220A	Approved	7,740.00	7,740.00	6,874.10
CO-18315	APR-03-17	Large Ceiling Revisions Due to Under Framing Changes After Approved Submittals	Void	0.00	0.00	0.00
CO-18316	APR-03-17	SI 28 - Plaster Ceiling Revisions	Void	0.00	0.00	0.00
CO-18317	APR-03-17	SI 28 - Lobby Ceiling Detail/Fabric for LUG Lights (4 each)	Approved	1,440.00	1,440.00	1,400.00
CO-18318	APR-03-17	SI 28 - Lobby Ceiling Detail/Fabric for LUG Lights (4 each)	Approved	0.00	0.00	0.00
CO-18319	APR-03-17	SI 28 - Lobby Ceiling Detail/Fabric for LUG Lights (4 each)	Approved	0.00	0.00	0.00
CO-18320	APR-03-17	SI 28 - Lobby Ceiling Detail/Fabric for LUG Lights (4 each)	Approved	0.00	0.00	0.00
CO-18321	APR-03-17	SI 28 - Lobby Ceiling Detail/Fabric for LUG Lights (4 each)	Approved	0.00	0.00	0.00
CO-18322	APR-03-17	SI 28 - Lobby Ceiling Detail/Fabric for LUG Lights (4 each)	Approved	0.00	0.00	0.00
CO-18323	APR-03-17	SI 28 - Lobby Ceiling Detail/Fabric for LUG Lights (4 each)	Approved	0.00	0.00	0.00
CO-18324	APR-03-17	SI 28 - Lobby Ceiling Detail/Fabric for LUG Lights (4 each)	Approved	0.00	0.00	0.00
CO-18325	APR-03-17	SI 28 - Lobby Ceiling Detail/Fabric for LUG Lights (4 each)	Approved	0.00	0.00	0.00
CO-18326	APR-03-17	SI 28 - Lobby Ceiling Detail/Fabric for LUG Lights (4 each)	Approved	0.00	0.00	0.00
CO-18327	APR-03-17	SI 28 - Lobby Ceiling Detail/Fabric for LUG Lights (4 each)	Approved	0.00	0.00	0.00
CO-18328	APR-03-17	SI 28 - Lobby Ceiling Detail/Fabric for LUG Lights (4 each)	Approved	0.00	0.00	0.00
CO-18329	APR-03-17	SI 28 - Lobby Ceiling Detail/Fabric for LUG Lights (4 each)	Approved	0.00	0.00	0.00
CO-18330	APR-03-17	SI 28 - Lobby Ceiling Detail/Fabric for LUG Lights (4 each)	Approved	0.00	0.00	0.00
CO-18331	APR-03-17	SI 28 - Lobby Ceiling Detail/Fabric for LUG Lights (4 each)	Approved	0.00	0.00	0.00
CO-18332	APR-03-17	SI 28 - Lobby Ceiling Detail/Fabric for LUG Lights (4 each)	Approved	0.00	0.00	0.00
CO-18333	APR-03-17	SI 28 - Lobby Ceiling Detail/Fabric for LUG Lights (4 each)	Approved	0.00	0.00	0.00
CO-18334	APR-03-17	SI 28 - Lobby Ceiling Detail/Fabric for LUG Lights (4 each)	Approved	0.00	0.00	0.00
CO-18335	APR-03-17	SI 28 - Lobby Ceiling Detail/Fabric for LUG Lights (4 each)	Approved	0.00	0.00	0.00
CO-18336	APR-03-17	SI 28 - Lobby Ceiling Detail/Fabric for LUG Lights (4 each)	Approved	0.00	0.00	0.00
CO-18337	APR-03-17	SI 28 - Lobby Ceiling Detail/Fabric for LUG Lights (4 each)	Approved	0.00	0.00	0.00
CO-18338	APR-03-17	SI 28 - Lobby Ceiling Detail/Fabric for LUG Lights (4 each)	Approved	0.00	0.00	0.00
CO-18339	APR-03-17	SI 28 - Lobby Ceiling Detail/Fabric for LUG Lights (4 each)	Approved	0.00	0.00	0.00
CO-18340	APR-03-17	SI 28 - Lobby Ceiling Detail/Fabric for LUG Lights (4 each)	Approved	0.00	0.00	0.00
CO-18341	APR-03-17	SI 28 - Lobby Ceiling Detail/Fabric for LUG Lights (4 each)	Approved	0.00	0.00	0.00
CO-18342	APR-03-17	SI 28 - Lobby Ceiling Detail/Fabric for LUG Lights (4 each)	Approved	0.00	0.00	0.00
CO-18343	APR-03-17	SI 28 - Lobby Ceiling Detail/Fabric for LUG Lights (4 each)	Approved	0.00	0.00	0.00
CO-18344	APR-03-17	SI 28 - Lobby Ceiling Detail/Fabric for LUG Lights (4 each)	Approved	0.00	0.00	0.00
CO-18345	APR-03-17	SI 28 - Lobby Ceiling Detail/Fabric for LUG Lights (4 each)	Approved	0.00	0.00	0.00
CO-18346	APR-03-17	SI 28 - Lobby Ceiling Detail/Fabric for LUG Lights (4 each)	Approved	0.00	0.00	0.00
CO-18347	APR-03-17	SI 28 - Lobby Ceiling Detail/Fabric for LUG Lights (4 each)	Approved	0.00	0.00	0.00
CO-18348	APR-03-17	SI 28 - Lobby Ceiling Detail/Fabric for LUG Lights (4 each)	Approved	0.00	0.00	0.00
CO-18349	APR-03-17	SI 28 - Lobby Ceiling Detail/Fabric for LUG Lights (4 each)	Approved	0.00	0.00	0.00
CO-18350	APR-03-17	SI 28 - Lobby Ceiling Detail/Fabric for LUG Lights (4 each)	Approved	0.00	0.00	0.00
CO-18351	APR-03-17	SI 28 - Lobby Ceiling Detail/Fabric for LUG Lights (4 each)	Approved	0.00	0.00	0.00
CO-18352	APR-03-17	SI 28 - Lobby Ceiling Detail/Fabric for LUG Lights (4 each)	Approved	0.00	0.00	0.00
CO-18353	APR-03-17	SI 28 - Lobby Ceiling Detail/Fabric for LUG Lights (4 each)	Approved	0.00	0.00	0.00
CO-18354	APR-03-17	SI 28 - Lobby Ceiling Detail/Fabric for LUG Lights (4 each)	Approved	0.00	0.00	0.00
CO-18355	APR-03-17	SI 28 - Lobby Ceiling Detail/Fabric for LUG Lights (4 each)	Approved	0.00	0.00	0.00
CO-18356	APR-03-17	SI 28 - Lobby Ceiling Detail/Fabric for LUG Lights (4 each)	Approved	0.00	0.00	0.00
CO-18357	APR-03-17	SI 28 - Lobby Ceiling Detail/Fabric for LUG Lights (4 each)	Approved	0.00	0.00	0.00
CO-18358	APR-03-17	SI 28 - Lobby Ceiling Detail/Fabric for LUG Lights (4 each)	Approved	0.00	0.00	0.00
CO-18359	APR-03-17	SI 28 - Lobby Ceiling Detail/Fabric for LUG Lights (4 each)	Approved	0.00	0.00	0.00
CO-18360	APR-03-17	SI 28 - Lobby Ceiling Detail/Fabric for LUG Lights (4 each)	Approved	0.00	0.00	0.00
CO-18361	APR-03-17	SI 28 - Lobby Ceiling Detail/Fabric for LUG Lights (4 each)	Approved	0.00	0.00	0.00
CO-18362	APR-03-17	SI 28 - Lobby Ceiling Detail/Fabric for LUG Lights (4 each)	Approved	0.00	0.00	0.00
CO-18363	APR-03-17	SI 28 - Lobby Ceiling Detail/Fabric for LUG Lights (4 each)	Approved	0.00	0.00	0.00
CO-18364	APR-03-17	SI 28 - Lobby Ceiling Detail/Fabric for LUG Lights (4 each)	Approved	0.00	0.00	0.00
CO-18365	APR-03-17	SI 28 - Lobby Ceiling Detail/Fabric for LUG Lights (4 each)	Approved	0.00	0.00	0.00
CO-18366	APR-03-17	SI 28 - Lobby Ceiling Detail/Fabric for LUG Lights (4 each)	Approved	0.00	0.00	0.00
CO-18367	APR-03-17	SI 28 - Lobby Ceiling Detail/Fabric for LUG Lights (4 each)	Approved	0.00	0.00	0.00
CO-18368	APR-03-17	SI 28 - Lobby Ceiling Detail/Fabric for LUG Lights (4 each)	Approved	0.00	0.00	0.00
CO-18369	APR-03-17	SI 28 - Lobby Ceiling Detail/Fabric for LUG Lights (4 each)	Approved	0.00	0.00	0.00
CO-18370	APR-03-17	SI 28 - Lobby Ceiling Detail/Fabric for LUG Lights (4 each)	Approved	0.00	0.00	0.00
CO-18371	APR-03-17	SI 28 - Lobby Ceiling Detail/Fabric for LUG Lights (4 each)	Approved	0.00	0.00	0.00
CO-18372	APR-03-17	SI 28 - Lobby Ceiling Detail/Fabric for LUG Lights (4 each)	Approved	0.00	0.00	0.00
CO-18373	APR-03-17	SI 28 - Lobby Ceiling Detail/Fabric for LUG Lights (4 each)	Approved	0.00	0.00	0.00
CO-18374	APR-03-17	SI 28 - Lobby Ceiling Detail/Fabric for LUG Lights (4 each)	Approved	0.00	0.00	0.00
CO-18375	APR-03-17	SI 28 - Lobby Ceiling Detail/Fabric for LUG Lights (4 each)	Approved	0.00	0.00	0.00
CO-18376	APR-03-17	SI 28 - Lobby Ceiling Detail/Fabric for LUG Lights (4 each)	Approved	0.00	0.00	0.00
CO-18377	APR-03-17	SI 28 - Lobby Ceiling Detail/Fabric for LUG Lights (4 each)	Approved	0.00	0.00	0.00
CO-18378	APR-03-17	SI 28 - Lobby Ceiling Detail/Fabric for LUG Lights (4 each)	Approved	0.00	0.00	0.00
CO-18379	APR-03-17	SI 28 - Lobby Ceiling Detail/Fabric for LUG Lights (4 each)	Approved	0.00	0.00	0.00
CO-18380	APR-03-17	SI 28 - Lobby Ceiling Detail/Fabric for LUG Lights (4 each)	Approved	0.00	0.00	0.00
CO-18381	APR-03-17	SI 28 - Lobby Ceiling Detail/Fabric for LUG Lights (4 each)	Approved	0.00	0.00	0.00
CO-18382	APR-03-17	SI 28 - Lobby Ceiling Detail/Fabric for LUG Lights (4 each)	Approved	0.00	0.00	0.00
CO-18383	APR-03-17	SI 28 - Lobby Ceiling Detail/Fabric for LUG Lights (4 each)	Approved	0.00	0.00	0.00
CO-18384	APR-03-17	SI 28 - Lobby Ceiling Detail/Fabric for LUG Lights (4 each)	Approved	0.00	0.00	0.00
CO-18385	APR-03-17	SI 28 - Lobby Ceiling Detail/Fabric for LUG Lights (4 each)	Approved	0.00	0.00	0.00
CO-18386	APR-03-17	SI 28 - Lobby Ceiling Detail/Fabric for LUG Lights (4 each)	Approved	0.00	0.00	0.00
CO-18387	APR-03-17	SI 28 - Lobby Ceiling Detail/Fabric for LUG Lights (4 each)	Approved	0.00	0.00	0.00
CO-18388	APR-03-17	SI 28 - Lobby Ceiling Detail/Fabric for LUG Lights (4 each)	Approved	0.00	0.00	0.00
CO-18389	APR-03-17	SI 28 - Lobby Ceiling Detail/Fabric for LUG Lights (4 each)	Approved	0.00	0.00	0.00
CO-18390	APR-03-17	SI 28 - Lobby Ceiling Detail/Fabric for LUG Lights (4 each)	Approved	0.00	0.00	0.00
CO-18391	APR-03-17	SI 28 - Lobby Ceiling Detail/Fabric for LUG Lights (4 each)	Approved	0.00	0.00	0.00
CO-18392	APR-03-17	SI 28 - Lobby Ceiling Detail/Fabric for LUG Lights (4 each)	Approved	0.00	0.00	0.00
CO-18393	APR-03-17	SI 28 - Lobby Ceiling Detail/Fabric for LUG Lights (4 each)	Approved	0.00	0.00	0.00
CO-18394	APR-03-17	SI 28 - Lobby Ceiling Detail/Fabric for LUG Lights (4 each)	Approved	0.00	0.00	0.00
CO-18395	APR-03-17	SI 28 - Lobby Ceiling Detail/Fabric for LUG Lights (4 each)	Approved	0.00	0.00	0.00
CO-18396	APR-03-17	SI 28 - Lobby Ceiling Detail/Fabric for LUG Lights (4 each)	Approved	0.00	0.00	0.00
CO-18397	APR-03-17	SI 28 - Lobby Ceiling Detail/Fabric for LUG Lights (4 each)	Approved	0.00	0.00	0.00
CO-18398	APR-03-17	SI 28 - Lobby Ceiling Detail/Fabric for LUG Lights (4 each)	Approved	0.00	0.00	0.00
CO-18399	APR-03-17	SI 28 - Lobby Ceiling Detail/Fabric for LUG Lights (4 each)	Approved	0.00	0.00	0.00
CO-18400	APR-03-17	SI 28 - Lobby Ceiling Detail/Fabric for LUG Lights (4 each)	Approved	0.00	0.00	0.00
CO-18401	APR-03-17	SI 28 - Lobby Ceiling Detail/Fabric for LUG Lights (4 each)	Approved	0.00	0.00	0.00
CO-18402	APR-03-17	SI 28 - Lobby Ceiling Detail/Fabric for LUG Lights (4 each)	Approved	0.00	0.00	0.00

CO-18004	MAY-25-17	Re-work 2nd floor bathroom windows due to missing Insulation Extra Work Order 420817	Approved	894.67	894.67	641.26
CO-18005	MAY-25-17	Repair Lobby Ceiling Due to Water Damages Extra Work Order 420817	Approved	316.00	316.00	264.00
CO-18006	MAY-25-17	Painting and walling Insulation on 4th Floor Extra Work Order Dates 4/17/17 and 6/1/17	Approved	9,852.00	9,852.00	9,852.00
CO-18007	MAY-25-17	Kitchen Drywall Repairs ONLY Extra Work Order Dates 4/18/17 and 4/20/17	Approved	1,076.00	1,076.00	1,076.00
CO-18008	MAY-25-17	RFI 0010 Bathroom RCP Corridor with Doors	Approved	4,817.00	4,817.00	4,817.00
CO-18009	MAY-25-17	SI 49 and SI 41R Repairs	Approved	6,679.00	6,679.00	6,186.40
CO-18010	MAY-25-17	SI 38 - Guestroom Painting	Approved	1,088.00	1,088.00	964.00
CO-18011	MAY-25-17	Add Painting and Drywall to Lobby Booth Outside of Corridor Lounge due to concrete beam width	Pending	0.00	0.00	0.00
CO-18012	JUN-01-17	RFI 0014 Guestroom 318 and 418 Booth Height	Open	1,191.00	0.00	0.00
CO-18013	JUN-01-17	New Wall Revised Corridor Ceiling per Board from BSC	Valid	0.00	0.00	0.00
CO-18014	JUN-01-17	RFI 0008 - Electrical Ceiling at 5th Floor Elevator Enclosure Room	Approved	2,079.00	2,079.00	1,870.26
CO-18015	JUN-01-17	RFI 0022 Added Subsoil to Corridor Spillproof Pipe in Corridor 425	Approved	974.00	974.00	974.00
CO-18016	JUN-01-17	RFI 0010 Pocket Door Opening Repairs in Room 608	Open	2,392.00	0.00	0.00
CO-18017	JUN-01-17	SI 38 - Reception Ceiling Damage Patch for UVG Lights (4 each)	Valid	0.00	0.00	0.00
CO-18018	JUN-05-17	SI 41 Bathroom Repairs	Approved	1,821.00	1,821.00	1,821.00
CO-18019	JUN-05-17	SI 41 Bathroom Repairs	Approved	2,105.00	2,105.00	1,886.26
CO-18020	JUN-05-17	SI 44R Painting	Valid	6.00	6.00	0.00
CO-18021	JUN-05-17	Corridor 318 in Bathroom Corridor Levels 3-6	Valid	0.00	0.00	0.00
CO-18022	JUN-05-17	RFI 0009 - Corridor Per Subsoil Damage from Start of Construction Through April 30th, 2017	Pending	820,884.00	0.00	0.00
CO-18023	JUN-05-17	Kitchen Added Subsoil Extra Work Order Dates 4/18/17 and 4/20/17	Approved	681.00	681.00	681.00
CO-18024	JUN-05-17	RFI 0001 - ADA Bathroom Corridor Vase Location	Approved	2,559.00	2,559.00	2,559.00
CO-18025	JUN-05-17	SI 48 Repairs	Valid	0.00	0.00	0.00
CO-18026	JUN-05-17	SI 48 Repairs	Valid	0.00	0.00	0.00
CO-18027	JUN-05-17	See Detail Repairs	Approved	4,498.00	4,498.00	4,019.40
CO-18028	JUN-05-17	RFI 0009 - Pedestal Door Frame Change to BSC NO CHIP	Approved	1,259.00	1,259.00	1,185.76
CO-18029	JUN-05-17	Add structural steel to jobs at 5th floor elevators	Approved	1,416.00	1,416.00	1,289.00
CO-18030	JUN-05-17	For steel Extra Work Order Dates 6/14/17 - 6/15/17	Approved	0.00	0.00	0.00
CO-18031	JUN-05-17	Add VEG Red doors on jobs at 5th floor elevators	Approved	0.00	0.00	0.00
CO-18032	JUN-05-17	RFI 0001 - ADA Bathroom Corridor Vase Location	Approved	254.00	254.00	254.00
CO-18033	JUN-05-17	RFI 0001 - ADA Bathroom Corridor Vase Location	Approved	1,888.00	1,888.00	1,447.26
CO-18034	JUN-05-17	RFI 0001 - ADA Bathroom Corridor Vase Location	Approved	3,877.00	3,877.00	3,079.30
CO-18035	JUN-05-17	RFI 0001 - ADA Bathroom Corridor Vase Location	Approved	1,891.00	1,891.00	1,590.00
CO-18036	JUN-05-17	RFI 0001 - ADA Bathroom Corridor Vase Location	Approved	8,018.00	8,018.00	7,587.16
CO-18037	JUN-05-17	RFI 0001 - ADA Bathroom Corridor Vase Location	Approved	1,286.00	1,286.00	1,130.40
CO-18038	JUN-05-17	SI 48 Repairs	Valid	0.00	0.00	0.00
CO-18039	JUN-05-17	Add 6x8 to Corridor Ceiling Water Pipes in 427 Extra Work Order Dates 6/14/17 - 6/15/17	Pending	347.00	0.00	0.00
CO-18040	JUN-05-17	Hang back drywall where Windows look down to 5th floor and BSCG raised pipes at 5th floor Elevators Extra Work Order Dates 6/14/17 - 6/15/17	Approved	3,434.00	3,434.00	1,590.60
CO-18041	JUN-05-17	RFI 0001 - ADA Bathroom Corridor Vase Location	Approved	589.00	589.00	522.00
CO-18042	JUN-05-17	RFI 0001 - ADA Bathroom Corridor Vase Location	Pending	1,271.00	0.00	0.00
CO-18043	JUN-05-17	RFI 0001 - ADA Bathroom Corridor Vase Location	Valid	0.00	0.00	0.00
CO-18044	JUN-05-17	RFI 0001 - ADA Bathroom Corridor Vase Location	Pending	1,176.00	0.00	0.00
CO-18045	JUN-05-17	RFI 0001 - ADA Bathroom Corridor Vase Location	Approved	2,867.00	2,867.00	2,867.00
CO-18046	JUN-05-17	RFI 0001 - ADA Bathroom Corridor Vase Location	Approved	1,888.00	1,888.00	1,828.26
CO-18047	JUN-05-17	RFI 0001 - ADA Bathroom Corridor Vase Location	Pending	676.00	0.00	0.00
CO-18048	JUN-05-17	RFI 0001 - ADA Bathroom Corridor Vase Location	Approved	1,823.00	1,823.00	929.76
CO-18049	JUN-05-17	RFI 0001 - ADA Bathroom Corridor Vase Location	Valid	0.00	0.00	0.00
CO-18050	JUN-05-17	RFI 0001 - ADA Bathroom Corridor Vase Location	Valid	0.00	0.00	0.00
CO-18051	JUN-05-17	RFI 0001 - ADA Bathroom Corridor Vase Location	Open	1,988.00	0.00	0.00
CO-18052	JUN-05-17	RFI 0001 - ADA Bathroom Corridor Vase Location	Pending	1,711.00	0.00	0.00
CO-18053	JUN-05-17	RFI 0001 - ADA Bathroom Corridor Vase Location	Approved	3,462.00	3,462.00	3,198.66
CO-18054	JUN-05-17	RFI 0001 - ADA Bathroom Corridor Vase Location	Approved	2,059.00	2,059.00	1,822.26
CO-18055	JUN-05-17	RFI 0001 - ADA Bathroom Corridor Vase Location	Approved	1,543.00	1,543.00	1,390.76
CO-18056	JUN-05-17	RFI 0001 - ADA Bathroom Corridor Vase Location	Approved	2,233.00	2,233.00	2,099.76
CO-18057	JUN-05-17	RFI 0001 - ADA Bathroom Corridor Vase Location	Approved	1,264.00	1,264.00	1,095.00
CO-18058	JUN-05-17	RFI 0001 - ADA Bathroom Corridor Vase Location	Approved	10,655.00	10,655.00	17,942.00
CO-18059	JUN-05-17	RFI 0001 - ADA Bathroom Corridor Vase Location	Approved	4,988.00	4,988.00	4,467.46

CO-18877	AUG-11-17	RFI 1004 - 6th Floor Dual Endpoints at Railroads	Void	0.00	0.00	0.00
CO-18880	AUG-22-17	RFI 104 - Managers Apartment Ceiling Revisions ONLY	Approved	4,031.00	4,031.00	0.00
CO-18881	AUG-22-17	RFI 1070 - Added Scaff in Room 610	Approved	933.00	933.00	0.00
CO-18882	AUG-24-17	RFI 1080 - Add Painted Wall in 607 Room Level 3-4 to Keep Alignment with Adjacent Rooms	Void	0.00	0.00	0.00
CO-18883	AUG-24-17	Repair Water Damaged Drywall & Insulation Work Ceiling Data 08/27	Approved	303.00	303.00	0.00
CO-18887	AUG-31-17	Mechanical Pudding/Fixup Base Work Orders 8/27/17 - 8/28/17	Approved	1,765.00	1,765.00	0.00
CO-18890	AUG-31-17	RFI 1004 - Changes to Room 315, 415, and 610	Pending	0.00	0.00	0.00
CO-18891	AUG-31-17	RFI 1004 - Changes to Room 315, 415, and 610	Approved	4,097.00	4,097.00	0.00
CO-18892	SEP-05-17	RFI 1004 - 2nd Floor Shower Rebuild Only	Approved	945.00	945.00	0.00
CO-18893	SEP-05-17	Repair Water Damaged Drywall & Insulation Work Ceiling Data 8/28/17	Approved	0.102.00	0.102.00	0.00
CO-18895	SEP-05-17	Onion, show up, and re-install divider heads on level 3-4	Void	0.00	0.00	0.00
CO-18896	SEP-05-17	RFI 104 - Manager's Apartment Formed Wall and Drywall Finishing	Approved	-4,015.14	-4,015.14	0.00
CO-18897	SEP-05-17	Shower / Halls Brick Change from Wythe	Pending	1,592.00	1,592.00	0.00
CO-18898	SEP-05-17	Handmade Brass Churn Request	Approved	1,410.00	1,410.00	0.00
CO-18899	SEP-05-17	RFI 1024 - Fix Damper Relocation in room 630	Approved	1,410.00	1,410.00	0.00
CO-18900	SEP-05-17	Restroom Entry Pricing Request	Void	0.00	0.00	0.00
CO-18901	SEP-05-17	Room with GYM/DAO Change Center Request Rooms 345, 445, & 645	Approved	0.00	0.00	0.00
CO-18902	SEP-05-17	RFI 1008 - Added Scaff in 608	Void	0.00	0.00	0.00
CO-18903	SEP-05-17	RFI 1008 - Added Wall for Level 6 Room Vantage Room Railing	Pending	0.00	0.00	0.00
CO-18904	SEP-05-17	RFI 1021 - Added Scaff and Column Per Qdr to 710	Approved	1,494.00	1,494.00	0.00
CO-18905	SEP-05-17	RFI 1023 - Overhaul 603 TV Wall Console	Pending	3,102.00	3,102.00	0.00
CO-18906	SEP-05-17	RFI 1123 - Unearthed Ceiling Heights	Void	0.00	0.00	0.00
CO-18907	SEP-05-17	1st Floor Above Scaff Drop per Alex Dooly	Approved	1,916.00	1,916.00	0.00
CO-18908	SEP-05-17	RFI 1120 - Spider Location in 703	Void	0.00	0.00	0.00
CO-18909	SEP-05-17	Perish and build FRP in 6th floor food prep	Approved	2,531.00	2,531.00	0.00
CO-18910	SEP-05-17	Crack 6th Floor Plaster FRP	Void	0.00	0.00	0.00
CO-18911	SEP-05-17	RFI 1008 - Carolina Bar Wall Finishing	Approved	1,250.00	1,250.00	0.00
CO-18912	SEP-05-17	RFI 1008 - Carolina Bar Wall Finishing	Approved	0.00	0.00	0.00
CO-18913	SEP-05-17	RFI 1008 - Carolina Bar Wall Finishing	Approved	0.00	0.00	0.00
CO-18914	SEP-05-17	RFI 1008 - Carolina Bar Wall Finishing	Approved	0.00	0.00	0.00
CO-18915	SEP-05-17	RFI 1008 - Carolina Bar Wall Finishing	Approved	0.00	0.00	0.00
CO-18916	SEP-05-17	RFI 1008 - Carolina Bar Wall Finishing	Approved	0.00	0.00	0.00
CO-18917	SEP-05-17	RFI 1008 - Carolina Bar Wall Finishing	Approved	0.00	0.00	0.00
CO-18918	SEP-05-17	RFI 1008 - Carolina Bar Wall Finishing	Approved	0.00	0.00	0.00
CO-18919	SEP-05-17	RFI 1008 - Carolina Bar Wall Finishing	Approved	0.00	0.00	0.00
CO-18920	SEP-05-17	RFI 1008 - Carolina Bar Wall Finishing	Approved	0.00	0.00	0.00
CO-18921	SEP-05-17	RFI 1008 - Carolina Bar Wall Finishing	Approved	0.00	0.00	0.00
CO-18922	SEP-05-17	RFI 1008 - Carolina Bar Wall Finishing	Approved	0.00	0.00	0.00
CO-18923	SEP-05-17	RFI 1008 - Carolina Bar Wall Finishing	Approved	0.00	0.00	0.00
CO-18924	SEP-05-17	RFI 1008 - Carolina Bar Wall Finishing	Approved	0.00	0.00	0.00
CO-18925	SEP-05-17	RFI 1008 - Carolina Bar Wall Finishing	Approved	0.00	0.00	0.00
CO-18926	SEP-05-17	RFI 1008 - Carolina Bar Wall Finishing	Approved	0.00	0.00	0.00
CO-18927	SEP-05-17	RFI 1008 - Carolina Bar Wall Finishing	Approved	0.00	0.00	0.00
CO-18928	SEP-05-17	RFI 1008 - Carolina Bar Wall Finishing	Approved	0.00	0.00	0.00
CO-18929	SEP-05-17	RFI 1008 - Carolina Bar Wall Finishing	Approved	0.00	0.00	0.00
CO-18930	SEP-05-17	RFI 1008 - Carolina Bar Wall Finishing	Approved	0.00	0.00	0.00
CO-18931	SEP-05-17	RFI 1008 - Carolina Bar Wall Finishing	Approved	0.00	0.00	0.00
CO-18932	SEP-05-17	RFI 1008 - Carolina Bar Wall Finishing	Approved	0.00	0.00	0.00
CO-18933	SEP-05-17	RFI 1008 - Carolina Bar Wall Finishing	Approved	0.00	0.00	0.00
CO-18934	SEP-05-17	RFI 1008 - Carolina Bar Wall Finishing	Approved	0.00	0.00	0.00
CO-18935	SEP-05-17	RFI 1008 - Carolina Bar Wall Finishing	Approved	0.00	0.00	0.00
CO-18936	SEP-05-17	RFI 1008 - Carolina Bar Wall Finishing	Approved	0.00	0.00	0.00
CO-18937	SEP-05-17	RFI 1008 - Carolina Bar Wall Finishing	Approved	0.00	0.00	0.00
CO-18938	SEP-05-17	RFI 1008 - Carolina Bar Wall Finishing	Approved	0.00	0.00	0.00
CO-18939	SEP-05-17	RFI 1008 - Carolina Bar Wall Finishing	Approved	0.00	0.00	0.00
CO-18940	SEP-05-17	RFI 1008 - Carolina Bar Wall Finishing	Approved	0.00	0.00	0.00
CO-18941	SEP-05-17	RFI 1008 - Carolina Bar Wall Finishing	Approved	0.00	0.00	0.00
CO-18942	SEP-05-17	RFI 1008 - Carolina Bar Wall Finishing	Approved	0.00	0.00	0.00
CO-18943	SEP-05-17	RFI 1008 - Carolina Bar Wall Finishing	Approved	0.00	0.00	0.00
CO-18944	SEP-05-17	RFI 1008 - Carolina Bar Wall Finishing	Approved	0.00	0.00	0.00
CO-18945	SEP-05-17	RFI 1008 - Carolina Bar Wall Finishing	Approved	0.00	0.00	0.00
CO-18946	SEP-05-17	RFI 1008 - Carolina Bar Wall Finishing	Approved	0.00	0.00	0.00
CO-18947	SEP-05-17	RFI 1008 - Carolina Bar Wall Finishing	Approved	0.00	0.00	0.00
CO-18948	SEP-05-17	RFI 1008 - Carolina Bar Wall Finishing	Approved	0.00	0.00	0.00
CO-18949	SEP-05-17	RFI 1008 - Carolina Bar Wall Finishing	Approved	0.00	0.00	0.00
CO-18950	SEP-05-17	RFI 1008 - Carolina Bar Wall Finishing	Approved	0.00	0.00	0.00
CO-18951	SEP-05-17	RFI 1008 - Carolina Bar Wall Finishing	Approved	0.00	0.00	0.00
CO-18952	SEP-05-17	RFI 1008 - Carolina Bar Wall Finishing	Approved	0.00	0.00	0.00
CO-18953	SEP-05-17	RFI 1008 - Carolina Bar Wall Finishing	Approved	0.00	0.00	0.00
CO-18954	SEP-05-17	RFI 1008 - Carolina Bar Wall Finishing	Approved	0.00	0.00	0.00
CO-18955	SEP-05-17	RFI 1008 - Carolina Bar Wall Finishing	Approved	0.00	0.00	0.00
CO-18956	SEP-05-17	RFI 1008 - Carolina Bar Wall Finishing	Approved	0.00	0.00	0.00
CO-18957	SEP-05-17	RFI 1008 - Carolina Bar Wall Finishing	Approved	0.00	0.00	0.00
CO-18958	SEP-05-17	RFI 1008 - Carolina Bar Wall Finishing	Approved	0.00	0.00	0.00
CO-18959	SEP-05-17	RFI 1008 - Carolina Bar Wall Finishing	Approved	0.00	0.00	0.00
CO-18960	SEP-05-17	RFI 1008 - Carolina Bar Wall Finishing	Approved	0.00	0.00	0.00
CO-18961	SEP-05-17	RFI 1008 - Carolina Bar Wall Finishing	Approved	0.00	0.00	0.00
CO-18962	SEP-05-17	RFI 1008 - Carolina Bar Wall Finishing	Approved	0.00	0.00	0.00
CO-18963	SEP-05-17	RFI 1008 - Carolina Bar Wall Finishing	Approved	0.00	0.00	0.00
CO-18964	SEP-05-17	RFI 1008 - Carolina Bar Wall Finishing	Approved	0.00	0.00	0.00
CO-18965	SEP-05-17	RFI 1008 - Carolina Bar Wall Finishing	Approved	0.00	0.00	0.00
CO-18966	SEP-05-17	RFI 1008 - Carolina Bar Wall Finishing	Approved	0.00	0.00	0.00
CO-18967	SEP-05-17	RFI 1008 - Carolina Bar Wall Finishing	Approved	0.00	0.00	0.00
CO-18968	SEP-05-17	RFI 1008 - Carolina Bar Wall Finishing	Approved	0.00	0.00	0.00
CO-18969	SEP-05-17	RFI 1008 - Carolina Bar Wall Finishing	Approved	0.00	0.00	0.00
CO-18970	SEP-05-17	RFI 1008 - Carolina Bar Wall Finishing	Approved	0.00	0.00	0.00
CO-18971	SEP-05-17	RFI 1008 - Carolina Bar Wall Finishing	Approved	0.00	0.00	0.00
CO-18972	SEP-05-17	RFI 1008 - Carolina Bar Wall Finishing	Approved	0.00	0.00	0.00
CO-18973	SEP-05-17	RFI 1008 - Carolina Bar Wall Finishing	Approved	0.00	0.00	0.00
CO-18974	SEP-05-17	RFI 1008 - Carolina Bar Wall Finishing	Approved	0.00	0.00	0.00
CO-18975	SEP-05-17	RFI 1008 - Carolina Bar Wall Finishing	Approved	0.00	0.00	0.00
CO-18976	SEP-05-17	RFI 1008 - Carolina Bar Wall Finishing	Approved	0.00	0.00	0.00
CO-18977	SEP-05-17	RFI 1008 - Carolina Bar Wall Finishing	Approved	0.00	0.00	0.00
CO-18978	SEP-05-17	RFI 1008 - Carolina Bar Wall Finishing	Approved	0.00	0.00	0.00
CO-18979	SEP-05-17	RFI 1008 - Carolina Bar Wall Finishing	Approved	0.00	0.00	0.00
CO-18980	SEP-05-17	RFI 1008 - Carolina Bar Wall Finishing	Approved	0.00	0.00	0.00
CO-18981	SEP-05-17	RFI 1008 - Carolina Bar Wall Finishing	Approved	0.00	0.00	0.00
CO-18982	SEP-05-17	RFI 1008 - Carolina Bar Wall Finishing	Approved	0.00	0.00	0.00
CO-18983	SEP-05-17	RFI 1008 - Carolina Bar Wall Finishing	Approved	0.00	0.00	0.00
CO-18984	SEP-05-17	RFI 1008 - Carolina Bar Wall Finishing	Approved	0.00	0.00	0.00
CO-18985	SEP-05-17	RFI 1008 - Carolina Bar Wall Finishing	Approved	0.00	0.00	0.00
CO-18986	SEP-05-17	RFI 1008 - Carolina Bar Wall Finishing	Approved	0.00	0.00	0.00
CO-18987	SEP-05-17	RFI 1008 - Carolina Bar Wall Finishing	Approved	0.00	0.00	0.00
CO-18988	SEP-05-17	RFI 1008 - Carolina Bar Wall Finishing	Approved	0.00	0.00	0.00
CO-18989	SEP-05-17	RFI 1008 - Carolina Bar Wall Finishing	Approved	0.00	0.00	0.00
CO-18990	SEP-05-17	RFI 1008 - Carolina Bar Wall Finishing	Approved	0.00	0.00	0.00
CO-18991	SEP-05-17	RFI 1008 - Carolina Bar Wall Finishing	Approved	0.00	0.00	0.00
CO-18992	SEP-05-17	RFI 1008 - Carolina Bar Wall Finishing	Approved	0.00	0.00	0.00
CO-18993	SEP-05-17	RFI 1008 - Carolina Bar Wall Finishing	Approved	0.00	0.00	0.00
CO-18994	SEP-05-17	RFI 1008 - Carolina Bar Wall Finishing	Approved	0.00	0.00	0.00
CO-18995	SEP-05-17	RFI 1008 - Carolina Bar Wall Finishing	Approved	0.00	0.00	0.00
CO-18996	SEP-05-17	RFI 1008 - Carolina Bar Wall Finishing	Approved	0.00	0.00	0.00
CO-18997	SEP-05-17	RFI 1008 - Carolina Bar Wall Finishing	Approved	0.00	0.00	0.00
CO-18998	SEP-05-17	RFI 1008 - Carolina Bar Wall Finishing	Approved	0.00	0.00	0.00
CO-18999	SEP-05-17	RFI 1008 - Carolina Bar Wall Finishing	Approved	0.00	0.00	0.00
CO-19000	SEP-05-17	RFI 1008 - Carolina Bar Wall Finishing	Approved	0.00	0.00	0.00

CO-18003	APR-04-18	Electrical Pending Extra Work Orders 622017 - 70817 date from previous issued CO #105	Open	76	688.89	0.00	0.00	0.00
CO-18007	APR-04-18	8148 Rebar - 2nd Floor Elevator Pendin Only DELUETE BCCPCE	Approved		-4,887.00	-4,887.00	-4,887.00	
CO-18008	APR-05-18	Repair Lobby Ceiling Due to Water Damages 2nd Time Extra Work Order 202018	Pending	74	146.00	0.00	0.00	
CO-18009	APR-05-18	Fire main BCCPCE penetration left unsealed by rebar - See Extra Work Order dated 3/1/2018	Pending	74	250.00	0.00	0.00	
CO-18011	APR-05-18	LVA3 Repairs - See Extra Work Orders from 3/29/18 & 3/1/2018	Pending	74	688.00	0.00	0.00	
CO-18013	APR-05-18	Rebar Pending - Extra Work Order 202018 & 202019	Pending	74	688.00	0.00	0.00	
CO-18014	APR-05-18	Electrical Pending Extra Work Orders 152117, 202018, 202019	Pending	74	688.00	0.00	0.00	
CO-18015	APR-05-18	Repair Ceiling in Entry of Units 909 & 911 - Metal Room Remov - Extra Work Order 417793	Pending	74	748.00	0.00	0.00	
CO-18016	APR-05-18	Carpet Damage Repairs Extra Work Orders 128996, 217614, 202018	Pending	74	284.00	0.00	0.00	
CO-18017	APR-05-18	Utility Opening Repairs 122017 - 371318	Pending	74	400.00	0.00	0.00	
CO-18018	APR-05-18	CO 72 - COO 8 Work 42018 & 417018	Pending	74	10,891.00	0.00	0.00	
CO-18019	APR-05-18	CO 72 - COO 4 Work 4, 13, 19	Approved		2,720.00	2,720.00	2,720.00	
CO-18020	APR-05-18	COO 6 Work 417015	Approved		671.00	671.00	671.00	
CO-18021	APR-05-18	Re-Phase 1st Floor Elevator Lobby Voids/Calling to Accommodate Elevator Doors	Approved		878.00	878.00	878.00	
CO-18022	APR-05-18	COO 2 Work 422018	Approved		3,080.00	3,080.00	3,080.00	
CO-18023	MAY-15-18	COO 10 Work - 57718 Ben 871718	Approved		682.00	682.00	682.00	
CO-18024	MAY-15-18	COO 8 Work - 42019 Ben 82718	Approved		2,007.00	2,007.00	2,007.00	
CO-18025	MAY-15-18	COO 2 Work - 52016 Ben 871718	Approved		2,028.00	2,028.00	2,028.00	
CO-18026	MAY-03-18	COO 17 Work - 651719 Ben 88716	Approved		9,070.00	9,070.00	9,070.00	
CO-18031	MAY-03-18	COO 8 - 57718 Managers Apartment	Approved		2,288.00	2,288.00	2,288.00	
CO-18032	MAY-03-18	COO 7 - 67079 Ben 617718 Photos Dining Work	Approved		843.00	843.00	843.00	
CO-18033	MAY-03-18	COO 2 Work - 28219 Ben 828716	Approved		788.00	788.00	788.00	
CO-18034	MAY-03-18	END 417779 - install mosaic panel to make return on 2nd floor per BCC request	Pending	10	14,094.00	14,094.00	14,094.00	
CO-18037	MAY-03-18	END 320116 - Repair 7th floor outdoor wall damages	Pending	18	248.00	0.00	0.00	
CO-18038	MAY-03-18	END 370116 - Patch and Seal with stone on 3-8	Pending	18	448.00	0.00	0.00	
CO-18039	MAY-03-18	END 420116 - Reframe wall on the outer side of trash stair land 1 per BCC Gordon	Pending	18	428.00	0.00	0.00	
CO-18041	MAY-03-18	END 524116 - Replaces damaged TPO panel on 1st floor	Pending	18	800.00	0.00	0.00	
CO-18043	MAY-03-18	Electrical Pending Extra Work Order 3/29/18 Ben 58718	Pending	18	291.00	0.00	0.00	
CO-18044	MAY-03-18	Mechanical Pending/Repair Extra Work Order 418018 Ben 60718	Pending	18	388.00	0.00	0.00	
CO-18049	JUN-11-18	COO 6 Work - 52018 Ben 871 823	Approved		428.00	428.00	428.00	
CO-18050	JUN-11-18	COO 7 Work - 65018 Ben 88716	Approved		4,008.00	4,008.00	4,008.00	
CO-18052	JUN-02-18	Rebared Hair Drying rack on level 8 to accommodate wheel chair ramp	Pending	8	2,388.00	2,388.00	2,388.00	
			Contract Status Summary		3,228.00	0.00	0.00	
			Original Contract		2,461,888.00	3,461,888.00	3,461,888.00	
			Approved COs		1,027,912.31	1,027,912.31	906,670.60	
			Current Contract		4,489,801.31	4,489,801.31	4,021,287.28	
			Pending		783,602.00	0.00	0.00	
			Open		211,044.08	0.00	0.00	
			Void		8.00	0.00	0.00	
			Current Contract (Dyad/Pending)		5,471,116.31	4,489,801.31	4,021,287.28	

Open Issues and Changes to Scope Not Listed Above:
Issues with all east-west openings and steel stairs being out of square
Blocked cylinder from water damage
Open extra work orders signed by BCC staff
Overlapped/discovered costs associated with schedule acceleration and shoring
Extended general condition costs
Damage to our work by other trades
All engineering and rework associated with elevator front layout issues
Any issues pertaining to the guestroom vestibles, valves, or rough openings
Any outstanding construction change directive work not billed and/or paid

Rev 02 Jun 18, 2019 2:50 AM

**Subcontractor's and Other Lower Tier's Conditional Partial 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 \$ 19,315.57 (the "Payment Amount") to be made by Balfour Beatty 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 valuable consideration of the Payment Amount releases, waives and quitclaims 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 24 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 27 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 27, excluding the items identified hereinabove.

IN WITNESS THEREOF, I have hereunto set my hand seal this 16 day of Aug., 2018.

Signed, sealed and delivered
In the presence of:

Precision Walls, Inc.,
a S corporation

Brenda M Brown
Signature
Brenda M Brown
Print Name

Richard Seat
Signature
Richard Seat, SVP.
Print Name & Title

STATE OF SC

COUNTY OF Charleston

The foregoing instrument was acknowledged before me this 16 day of Aug., 2018, by Richard Seat, SVP of Precision Walls, a S corporation on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

Brenda Mae Brown
NOTARY PUBLIC, STATE OF SC

My Commission Expires: 8-19-2024



Balfour Beatty Construction

TIER RELEASE SCHEDULE

Job Name	Hotel at Marlon Square
Job #	13025000

Date Prepared: 8/14/2018

PRIME SUEY'S NAME	Precision Walls Inc.
Attachment for Pay Rec #:	27
for Month Ending:	8/31/2018

A	B	C	D	E	F	G	H	I	J	K
Subcontractors/Suppliers List all subs or suppliers who will perform work for this contract. List Address & Phone Number	Indicates if tier is based in county of Project	Notice to Owner Filed (NTO) (Yes/No)	Data NTO Filed:	Bonded Sub? (Yes/No)	Has tier billed for work to date? (Yes/No)	Cumulative dollar amount billed for work to date:	Tier's most recent release is dated through (as most on release)	Tier's most recent release is dated through (as most on release)	Tier's most recent release is PARTIAL or FINAL? Select One	Comments:
CA Construction 8425 Dupont Dr. Apt 26 Charlotte, NC 28217	NO	NO	N/A		YES NO	\$6,828.80	1/1/2016	4/20/2018	PARTIAL FINAL	
Accuall Eng. Co of Florida 2011 Cross Beam Dr Charlotte, NC 28217	No	NO	N/A		YES	\$85,862.20	4/3/2016	4/30/2018	PARTIAL	
Truss Link, Inc. 280 Gallantry Dr Irmo, SC 29063	No	Yes	8/11/2016		YES NO	\$288,106.00	8/5/2017	8/30/2017	PARTIAL	
Ram Tool PO Box 743487 Atlanta, GA 30374 205-413-5716	NO	NO	N/A		YES	\$11,288.03	7/18/2016	8/14/18	PARTIAL	
CK Supply, PO Box 415421, Boston, MA 02241 843-747-5942	NO	NO	N/A		YES	\$1,022,050.46	7/17/2016	7/19/18	PARTIAL	
New Hope Drywall LLC 715 Cheshwood Pl Charlotte, NC 28217	NO	NO	N/A		YES	\$788,786.86	8/14/2016	8/15/2018	PARTIAL	
AGS 1 LLC 308 Raymond Drive Ladson, SC 29466	NO	NO	N/A		YES	\$52,468.76	3/8/2017	3/7/2017	PARTIAL	
Hidalgo Drywall 2433 Bengal Road N. Charleston, SC 29406	YES	NO	N/A		YES	\$205,785.00	6/5/2016	8/15/2018	PARTIAL	
Kentel Construction Products PO Box 418189 Boston, MA	No	NO	N/A		YES	\$45,215.86	7/25/2017	9/26/2017	PARTIAL	
G & Z Drywall LLP 105 Dew Avenue Goose Creek, SC 29445	No	NO	N/A		YES	\$99,862.80	6/5/2017	5/16/2017	PARTIAL	
Moderford - Precision Walls 7317 Peppermill Parkway N. Charleston SC 29418	Yes	NO	N/A		YES			PWI Waiver	PARTIAL	

Balfour Beatty
Construction

Exhibit D2

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT
(Subcontractor/Vendor)The undersigned, Ram T601

(Name of Vendor)

pursuant to a contract or agreement with:

Balfour Beatty Construction, LLC

("BHC"),

Precision Walls Inc.

a subcontractor to BHC 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

Street Address

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 \$ 11268.03 the sufficiency of which is hereby acknowledged and confessed,

(Amount in full 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 8/14/18

(Exact 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 extra as provided 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 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 release of 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 14

day of

Aug

20

18By: Glendora Underwood

(Print or Type the Signer's Name and Title)

STATE OF ALCOUNTY OF Jefferson

20

18The foregoing instrument was signed, sealed and acknowledged before me this 14th day of August

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: Shana E. Esco

Notary Public

My Commission expires: Feb 20, 2020

**Balfour Beatty
Construction**

Exhibit D2

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

(Subcontractor/Vendor)

The undersigned,

Lew Supply / CK Supply
(Name of Vendor)

, pursuant to a contract or agreement with:

Balfour Beatty Construction, LLC

("BSC")

Precision Walls Inc.

a subcontractor to BSC or a

(Name of Subcontractor)

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 US, the sufficiency of which is hereby acknowledged and confessed,

and as such Subcontractor hereby: (1) waives, releases and relinquishes any and all liens and claims of lien, actual or potential, and bonds or bond rights for the Work performed, rendered, supplied or furnished by Subcontractor for or with respect to the Project through

7/19/2018
(Insert date through which release is given)

(the "Release Period"); and, (2) waives, releases and relinquishes any and all claims for payment for Work performed, rendered, supplied or furnished by the Subcontractor for or with respect to the Project through the Release Period including any claims for extended or additional job costs and overhead, lost profits, impact 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 retainage amounts and compensation for extra work but only to the extent such extra work is specifically identified below:

Above

(Describe here or set out in an Attachment "A" which must be identified here and attached, all items not included in the Release. Failing to describe any item 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 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 claims on these dates. 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 14th day of

Aug 20 18

Lew Supply / CK Supply
(Name of Vendor)

By:

Liam Tripp - Cust. Acct Executive
(Print or Type the Signers Name and Title)

STATE OF

IL

COUNTY OF

COOK

20

18

The foregoing instrument was signed, sealed and acknowledged before me this 14th day of Aug 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



OTISONE FARM SPRINGS
FARMINGTON, CT 06032

Mail Payment to:

OTIS ELEVATOR COMPANY
P.O. BOX 73579
CHICAGO IL 60673-7579Detach The Top Portion and Return It With
Your Payment. Make Check Payable To:

OTIS ELEVATOR COMPANY

For Any Questions Concerning This Invoice,
Contact OTIS At: 843-529-9603Or Write: OTIS ELEVATOR COMPANY
2557 OSCAR JOHNSON DR
CHARLESTON SC 29405

CUSTOMER NBR	DATE	INVOICE NUMBER
715263	06/12/18	TAF629072055

INVOICE

AMOUNT DUE
\$ 125,685.00

BALFOUR BEATTY CONST
1930 CAMDEN RD
CHARLOTTE NC 28203

This invoice is due upon Presentation.

OTIS**INVOICE****Building Reference:**HOTEL AT MARION SQUARE
404 KING ST
CHARLESTON SC 29403

CUSTOMER NBR	DATE	INVOICE NUMBER
715263	06/12/18	TAF629072055

CUSTOMER REF. NUMBER: 629072-77

1. ORIGINAL CONTRACT SUM	\$ 1,476,919.00
2. ALL CONTRACT CHANGES	
2a. Included Change Orders	\$ 0.00
2b. Detail and Summary Change Orders	\$ 139,650.00
2c. Extras (X - Order Memos)	\$ 0.00
3. CONTRACT SUM TO DATE	\$ 1,616,569.00
4. DOWNPAYMENTS	\$ 0.00
5. AMOUNT SUBJECT TO PROGRESS BILLING	\$ 1,616,569.00
6. TOTAL COMPLETED AND STORED TO DATE (Column G on G703)	\$ 1,616,569.00
7. RETAINAGE	
7a. 10.00 % of Completed Work (Column D+E on G703)	\$ 161,662.00
7b. 10.00 % of Stored Material (Column F on G703)	\$ 0.00
7c. Fixed Retainage	\$ 0.00
Total Retainage (Line 7a+7b+7c OR Total in Column I on G703)	\$ 161,662.00
8. TOTAL EARNED LESS RETAINAGE (Column 6 less Line 7 Total)	\$ 1,454,907.00
9. CURRENT EXTRAS ON CONTRACT	\$ 0.00
10. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 8 + 9 from prior certificate)	\$ 1,329,222.00
11. LESS ADVANCES TO DATE	\$ 0.00
12. TAX	\$ 0.00
13. CURRENT PAYMENT DUE (Line 8+9- 10- 11+12)	\$ 125,685.00
14. BALANCE TO FINISH, PLUS RETAINAGE (Line 5- (8+9))	\$ 161,662.00

We certify that the goods were produced in compliance with all applicable requirements of sections 6, 7 and 12 of the FAIR LABOR STANDARDS ACT, as amended, and of regulations and orders of the UNITED STATES DEPARTMENT OF LABOR issued under section 14 hereof. Overdue payments shall bear an interest charge on the overdue amount calculated from the payment due date of the invoice at the rate of one and one half percent (1.5%) per month or the maximum rate allowed by applicable law, whichever is less.

BREM1003

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

KNOW ALL MEN BY THESE PRESENTS:

That Otis Elevator Co (the "Lienor") for and in consideration of the payment of the sum of **\$125,685.00** 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 June., 2018___, excluding the items identified hereinabove, if any.

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

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

Signed, sealed and delivered
in the presence of:

Otis Elevator Company_____
a _____ corporation

Signature

Signature

Print Name

Print Name & Title

STATE OF FLORIDA

COUNTY OF PALM BEACH

The undersigned has been granted a specific authority only to waive lien rights for labor performed and material products provided in consideration of monies paid and is not authorized to waive any other rights or make an other agreement herein on behalf of Otis Elevator Company and its subsidiaries and affiliated operating units.

The foregoing instrument was acknowledged before me this 12th day of JUNE., 2018__, by P. MCCARY, NE/MOD BILLER of OTIS ELEVATOR COMPANY_____, a _____ corporation on, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

NOTARY PUBLIC, STATE OF _____

My Commission Expires: _____

State of Florida, County of Palm Beach
The foregoing instrument was acknowledged before me this 12 day of JUNE, 2018 by P. McCary, Biller, of Otis Elevator Corporation and its subsidiaries and affiliated operating units, a New Jersey Corporation, on behalf of the corporation. She is personally known to me.
Notary Public _____

CONTINUATION SHEET

AIA DOCUMENT G703

TAF629072055

Page: 1

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certificate is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:
APPLICATION DATE: 06/12/18
PERIOD TO: 06/30/18
ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	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					
	BILL GRP: 1 629072 SUBMITTALS, LAYOUTS, PROJEC DESIGN & ENGINEERING MATERIAL PROCUREMENT FACTORY MATERIALS INSTALLATION LABOR	40966.00 40966.00 54621.00 68276.00 68276.00	40966.00 40966.00 54621.00 68276.00 68276.00	0.00 0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00 0.00	40966.00 40966.00 54621.00 68276.00 68276.00	0.00 0.00 0.00 0.00 0.00	4097.00 4097.00 5462.00 6828.00 6828.00
	BILL GRP: 1 TOTALS	273105.00	273105.00	0.00	0.00	0.00	273105.00	0.00	27312.00

BG703001

CONTINUATION SHEET

AIA DOCUMENT G703 TAF629072055

Page: 2

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APPLICATION NO:
APPLICATION DATE: 08/12/18
PERIOD TO: 06/30/18
ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	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					
	BILL GRP: 2 629073 SUBMITTALS, LAYOUTS, PROJEC DESIGN & ENGINEERING MATERIAL PROCUREMENT FACTORY MATERIALS INSTALLATION LABOR	38179.00 38179.00 50907.00 63632.00 63632.00	38179.00 38179.00 50907.00 63632.00 63632.00	0.00 0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00 0.00	38179.00 38179.00 50907.00 63632.00 63632.00	0.00 0.00 0.00 0.00 0.00	3818.00 3818.00 5091.00 6363.00 6363.00
	BILL GRP: 2 TOTALS	254529.00	254529.00	0.00	0.00	0.00	254529.00	0.00	25453.00

BC703001

CONTINUATION SHEET

AIA DOCUMENT G703

TAF629072055

Page: 3

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certificate is attached in tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:
APPLICATION DATE: 06/12/18
PERIOD TO: 06/30/18
ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	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					
	BILL GRP: 3 629074 SUBMITTALS, LAYOUTS, PROJEC DESIGN & ENGINEERING MATERIAL PROCUREMENT FACTORY MATERIALS INSTALLATION LABOR	38087.00 38087.00 50782.00 63479.00 63479.00	38087.00 38087.00 50782.00 63479.00 63479.00	0.00 0.00 0.00 0.00 0.00		0.00 0.00 0.00 0.00 0.00	38087.00 38087.00 50782.00 63479.00 63479.00	0.00 0.00 0.00 0.00 0.00	3809.00 3809.00 5078.00 6348.00 6348.00
	BILL GRP: 3 TOTALS	253914.00	253914.00	0.00		0.00	253914.00	0.00	25392.00

BG703001

CONTINUATION SHEET

AIA DOCUMENT G703

TAF629072055

Page: 4

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certificate is attached.
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APPLICATION NO:
APPLICATION DATE: 06/12/18
PERIOD TO: 06/30/18
ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	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					
	BILL GRP: 4 629075 SUBMITTALS, LAYOUTS, PROJEC DESIGN & ENGINEERING MATERIAL PROCUREMENT FACTORY MATERIALS INSTALLATION LABOR	47007.00 47007.00 62675.00 78345.00 78345.00	47007.00 47007.00 62675.00 78345.00 78345.00	0.00 0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00 0.00	47007.00 47007.00 62675.00 78345.00 78345.00	0.00 0.00 0.00 0.00 0.00	4701.00 4701.00 6268.00 7835.00 7835.00
	BILL GRP: 4 TOTALS	313379.00	313379.00	0.00	0.00	0.00	313379.00	0.00	31340.00

BG703001

CONTINUATION SHEET

AIA DOCUMENT G703

TAF629072055

Page: 6

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certificate is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:
APPLICATION DATE: 06/12/18
PERIOD TO: 06/30/18
ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	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					
	BILL GRP: 5 629076 SUBMITTALS, LAYOUTS, PROJEC DESIGN & ENGINEERING MATERIAL PROCUREMENT FACTORY MATERIALS INSTALLATION LABOR	22021.00 22021.00 29363.00 36702.00 36702.00	22021.00 22021.00 29363.00 36702.00 36702.00	0.00 0.00 0.00 0.00 0.00		0.00 0.00 0.00 0.00 0.00	22021.00 22021.00 29363.00 36702.00 36702.00	0.00 0.00 0.00 0.00 0.00	2202.00 2202.00 2936.00 3670.00 3670.00
	BILL GRP: 6 TOTALS	146809.00	146809.00	0.00		0.00	146809.00	0.00	14680.00

BG703001

CONTINUATION SHEET

AIA DOCUMENT G703 TAF629072055

Page: 6

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certificate is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:
APPLICATION DATE: 06/12/18
PERIOD TO: 06/30/18
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				
	BILL GRP: 6 629077 SUBMITTALS, LAYOUTS, PROJEC DESIGN & ENGINEERING MATERIAL PROCUREMENT FACTORY MATERIALS INSTALLATION LABOR	35277.00 35277.00 47037.00 58796.00 58796.00	35277.00 35277.00 47037.00 58796.00 58796.00	0.00 0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00 0.00	35277.00 35277.00 47037.00 58796.00 58796.00	0.00 0.00 0.00 0.00 0.00	3528.00 3528.00 4704.00 5880.00 5880.00
	BILL GRP: 6 TOTALS	235183.00	235183.00	0.00	0.00	235183.00	0.00	23520.00

BG703001

CONTINUATION SHEET

AIA DOCUMENT G703

TAF629072055

Page: 7

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In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:

APPLICATION DATE: 06/12/18

PERIOD TO: 06/30/18

ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D		E WORK COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H BALANCE TO FINISH (C - G)	I RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD					
1	SUMMARY CHANGE ORDERS ENTRANCES, DOORS, TRANSOM OPERATE FOR OTHERS	138700.00	0.00	138700.00	0.00	0.00	138700.00	0.00	13870.00
2		950.00	0.00	950.00	0.00	0.00	950.00	0.00	95.00
	SUMMARY C/O TOTALS	139650.00	0.00	139650.00	0.00	0.00	139650.00	0.00	13965.00
	GRAND TOTALS	1616569.00	1476919.00	139650.00	0.00	0.00	1616569.00	0.00	161682.00

*** THIS IS THE LAST G703 PAGE ***

BC703001

Bamhan ur Beatty

APPLICATION AND CERTIFICATION FOR PAYMENT

PAGE ONE OF TWO PAGES

TO CONSTRUCTION MANAGER:

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

FROM CONTRACTOR:

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

PROJECT: HOTEL AT MARION SQUARE - Cor APPLICATION NO. 19

PERIOD TO: 42674

PROJECT NO: #13025000

Distribution to:

X OWNER
X ARCHITECT
X 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: David Stankulat Date: 8/16/18

\$ 1,071,713.00
\$ 243,218.00
\$ 1,314,931.00

\$ 1,233,865.00

\$ 62,693.25
\$ 1,191,171.75

\$ 1,106,747.15
\$ 84,424.60

\$ 123,759.25

1. ORIGINAL CONTRACT SUM
2. Net change by Change Orders
3. CONTRACT SUM TO DATE (Line 1 + 2)

4. TOTAL COMPLETED & STORED TO
DATE (Column G on G703)

5. RETAINAGE:
6. TOTAL EARNED LESS RETAINAGE
(Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR
PAYMENT (Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE

9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 less Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$211,307.00	\$0.00
Total approved this Month	\$31,911.00	\$0.00
TOTALS	\$243,218.00	\$0.00
NET CHANGES by Change Order	\$243,218.00	

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 \$ 84,424.60

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

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W. WASHINGTON, DC 20006-5292

AIA DOCUMENT G702 APPLICATION AND CERTIFICATION FOR PAYMENT 1992 EDITION AIA ©1992

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

CONTINUATION SHEET

THIS DOCUMENT CONTAINS NEITHER RECOMMENDATIONS NOR CONCLUSIONS OF THE NATIONAL BUREAU OF STANDARDS. IT IS THE PROPERTY OF THE NATIONAL BUREAU OF STANDARDS AND IS LOANED TO YOUR ORGANIZATION; IT AND ITS CONTENTS ARE NOT TO BE DISTRIBUTED OUTSIDE YOUR ORGANIZATION.

residence si malgrado la povertà e la disoccupazione.

in calculations below. Arguments are stated to the contrary, differs

se Column 1 on controls where variable relationship for the following model:

11 APPLICATION NO. 815H APPLICATION DATE 8/1/16 PERIOD TO											
Salfour Realty Project											
BID PACKAGE	CONTRACTOR	SCHEDULED VALUE	TOTAL CHANGE ORDERS	REVISED CONTRACT	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN DOOR)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	%	BALANCE TO FINISH (C - G)	RETAINAGE
					FROM PREVIOUS APPLICATION (D-E+F)	THIS PERIOD (H - E)					
1	1st Floor - Millwork	296,567.00	-	296,567.00	287,702.00	8,865.00	-	296,567.00	100.00%	(C - G)	5%
2	1st Floor - Casework	183,776.00	-	183,776.00	158,281.00	4,114.00	-	152,395.00	99.16%	1,381.00	14,928.35
3	2nd Floor - Millwork	255,473.00	-	255,473.00	251,588.00	3,885.00	-	255,473.00	100.00%	-	12,773.63
4	2nd Floor - Casework	42,175.00	-	42,175.00	42,176.00	-	-	42,176.00	100.00%	(1.00)	2,108.80
5	2nd Floor Spa - Millwork	44,442.00	-	44,442.00	44,442.00	-	-	44,442.00	100.00%	-	2,222.10
6	Concierge - Millwork	16,340.00	-	16,340.00	15,523.00	817.00	-	16,340.00	100.00%	-	817.00
7	Concierge - Casework	4,654.00	-	4,654.00	2,327.00	2,327.00	-	4,654.00	100.00%	-	232.70
8	Managers Apartment - Millwork	36,306.00	-	36,306.00	-	-	-	-	0.00%	36,306.00	-
9	Managers Apartment - Casework	20,133.00	-	20,133.00	-	-	-	-	0.00%	20,133.00	-
10	Rooftop - Millwork	53,959.00	-	53,959.00	53,958.00	-	-	53,958.00	100.00%	1.00	2,697.90
11	Rooftop - Casework	48,193.00	-	48,193.00	44,947.00	-	-	44,947.00	93.26%	3,246.00	2,247.35
12	Elevator Lobbies - Millwork	26,606.00	-	26,606.00	26,606.00	-	-	26,606.00	100.00%	-	1,330.30
13	Elevator Cabinets	36,949.00	-	36,949.00	-	36,949.00	-	36,949.00	100.00%	-	1,847.45
14	Bonding	26,140.00	-	26,140.00	26,140.00	-	-	26,140.00	100.00%	-	1,307.00
15	Change Order 1	30,013.00	-	30,013.00	30,013.00	-	-	30,013.00	100.00%	-	1,500.65
16	Change Order 2	126,088.00	-	126,088.00	126,088.00	-	-	126,088.00	100.00%	-	6,304.40
17	Change Order 3	2,398.00	-	2,398.00	2,398.00	-	-	2,398.00	100.00%	-	119.90
18	Change Order 4 (Moved from CCD 006 - May)	1,949.00	-	1,949.00	1,949.00	-	-	1,949.00	100.00%	-	97.45
18	Change Order 5 (Moved from CCD 004, 008)	5,658.00	-	5,658.00	5,658.00	-	-	5,658.00	100.00%	-	282.90
18	Change Order 6 (Patisserie)	4,103.00	-	4,103.00	-	4,103.00	-	4,103.00	100.00%	-	205.15
18	Change Order 7 (Priv Dining)	2,363.00	-	2,363.00	-	2,363.00	-	2,363.00	100.00%	-	118.15
18	Change Order 8 (CCD 006)	3,540.00	-	3,540.00	-	3,540.00	-	3,540.00	100.00%	-	177.00
19	CCD 006 - Stair 04	5,116.00	-	18,111.00	5,116.00	12,995.00	-	18,111.00	100.00%	-	905.55
20	CCD 008 - Manager's Apartment	44,490.00	-	48,995.00	40,085.00	8,910.00	-	48,995.00	100.00%	-	2,449.75
21	CCD 009a - Registration	-	-	-	-	-	-	-	#DIV/0!	-	-
22	CCD 009b - Bell Hop	-	-	-	-	-	-	-	#DIV/0!	-	-
23	CCD 009C - Waitress Stand	-	-	-	-	-	-	-	#DIV/0!	-	-
24	-	-	-	-	-	-	-	-	#DIV/0!	-	-
25	-	-	-	-	-	-	-	-	#DIV/0!	-	-
26	-	-	-	-	-	-	-	-	#DIV/0!	-	-
GRAND TOTALS		1,297,431.00	0.00	1,297,431.00	1,164,997.00	88,868.00	0.00	1,253,865.00	96.64%	43,566.00	62,693.25

TIER RELEASE SCHEDULE

Job Name: Hotel at Marion Square
Job #: 13026000

Date Prepared: 8/15/2018

PRIME SUB'S NAME: Low Country Case and Millwork
Attachment for Pay Req #: 19
for Month Ending: 8/31/2018

A	B	C	D	E	F	G	H	I	J	K
Subcontractors/Suppliers List all subs or suppliers who will perform work for this contract. List Address & Phone Number	Indicate if Tier is based in county of Project	Notice to Owner Filed?(NTO) (Yes/No)	Date NTO Filed:	Bonded Sub? (Yes/No)	Has tier billed for work to date? select: (Yes/No)	Cumulative dollar amount tier billed for work/materials to date:	Tier's most recent invoice is dated through:	Tier's most recent release is dated through: (as most on releases)	Tier's most recent release is PARTIAL or FINAL? Select One	Comments:
SAMPLE TIER 123 Example Dr Somewhere, NC 27607 919-834-1234	yes - PIT	NO	N/A		YES	NO	4/27/2010	3/31/2010	PARTIAL	thru March 2010
Low Country Case and Millwork	Yes - Chas			Yes	YES	NO	8/31/2018	8/31/2018	PARTIAL	thru August 2018
					YES	NO			PARTIAL	
					YES	NO			PARTIAL	
					YES	NO			PARTIAL	
					YES	NO			PARTIAL	
					YES	NO			PARTIAL	
					YES	NO			PARTIAL	
					YES	NO			PARTIAL	
					YES	NO			PARTIAL	
					YES	NO			PARTIAL	
					YES	NO			PARTIAL	
					YES	NO			PARTIAL	
					YES	NO			PARTIAL	

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

KNOW ALL MEN BY THESE PRESENTS:

That Low Country Case and Millwork (the "Lienor") for and in consideration of the payment of the sum of \$ \$84,424.60 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 August, 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 16th day of August, 2018.

Signed, sealed and delivered
in the presence of:

Monique Cretella
Signature
Monique Cretella
Print Name

Low Country Case & Millwork
a South Carolina corporation
David Stasiukaitis
Signature
David Stasiukaitis, CEO
Print Name & Title

STATE OF South Carolina
COUNTY OF Charleston

The foregoing instrument was acknowledged before me this 16th day of August, 2018 by David Stasiukaitis, CEO of Low Country Case & Millwork, SC corporation on, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.



4.4.2022

Amy E. Stasiukaitis
NOTARY PUBLIC, STATE OF South Carolina

Barnhart Jr 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

FROM CONTRACTOR:

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

PROJECT: HOTEL AT MARION SQUARE

APPLICATION NO: 20

Distribution to:

X OWNER
X ARCHITECT
X INSPECTOR

PERIOD TO: 42674

PROJECT NO: #13025000

VIA ARCHITECT:

CONTRACT FOR: CONSTRUCTION

CONTRACTOR'S APPLICATION FOR PAYMENT

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

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: David Staindatt Date: 8/16/18

CONTRACTOR

By: _____ Date: _____

CONSTRUCTION MANAGER:

By: _____ Date: _____

- 1 ORIGINAL CONTRACT SUM \$ 1,051,032.00
- 2 Net change by Change Orders \$ 616,013.90
- 3 CONTRACT SUM TO DATE (Line 1 + 2) \$ 1,667,045.90
- 4 TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 1,605,091.90
- 5 RETAINAGE: \$ 80,254.60
- 6 TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total) \$ 1,524,837.31
- 7 LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 1,473,617.11
- 8 CURRENT PAYMENT DUE \$ 51,220.19
- 9 BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 142,208.60

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: \$ 51,220.19

(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 in previous months by Owner	\$553,117.90	(\$33,199.00)
Total approved this Month	\$96,095.00	
TOTALS	\$649,212.90	(\$33,199.00)
NET CHANGES by Change Order	\$616,013.90	

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W. WASHINGTON, DC 20006-5292

AIA DOCUMENT G702 APPLICATION AND CERTIFICATION FOR PAYMENT 1992 EDITION AIA ©1992

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

CONTINUATION SHEET

AIA Document C702, APPLICATION AND CERTIFICATION FOR PAYMENT, contains Contractor's signed certification is attached.
 In tabulations below, amounts are stated to the nearest dollar.
 Use Column 1 on Contracts where variable retainage (b) line items may apply.

APPLICATION NO
 APPLICATION DATE
 PERIOD TO

23
 8/15/18
 8/31/18

BID PACKAGE	CONTRACTOR	SCHEDULED VALUE	TOTAL CHANGE ORDERS	REVISED CONTRACT	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN DORE)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	%	BALANCE TO FINISH (G - G)	RETAINAGE
					FROM PREVIOUS APPLICATION (D+E-F)	THIS PERIOD (H-E)					
1	Mock Up	8,863.00	-	8,863.00	8,863.00	-	-	8,863.00	100.00%	(G - G)	5%
2	3rd Floor	214,057.00	-	214,057.00	214,057.00	-	-	214,057.00	100.00%	-	343.15
3	4th Floor	217,623.00	-	217,623.00	217,623.00	-	-	217,623.00	100.00%	-	10,702.85
4	5th Floor	205,043.00	-	205,043.00	205,043.00	-	-	205,043.00	100.00%	-	10,881.15
5	6th Floor	125,165.00	-	125,165.00	125,165.00	-	-	125,165.00	100.00%	-	10,252.15
6	7th Floor	131,997.00	-	131,997.00	131,997.00	-	-	131,997.00	100.00%	-	6,258.25
7	8th Floor	139,521.00	-	139,521.00	139,521.00	-	-	139,521.00	100.00%	-	6,599.85
8	Concierge	4,736.00	-	4,736.00	4,736.00	-	-	4,736.00	100.00%	-	6,976.05
9	Manager	6,027.00	-	6,027.00	6,027.00	-	-	6,027.00	100.00%	-	236.80
10	Change Order 1	-	-	-	-	-	-	-	#DIV/0!	-	301.35
11	Change Order 2	3,880.00	-	3,880.00	3,880.00	-	-	3,880.00	100.00%	-	-
12	Change Order 3	1,320.00	-	1,320.00	1,320.00	-	-	1,320.00	100.00%	-	194.00
13	Change Order 4	203,088.00	-	203,088.00	203,088.00	-	-	203,088.00	100.00%	-	66.00
14	Change Order 5	14,759.00	-	14,759.00	14,759.00	-	-	14,759.00	100.00%	-	10,154.40
15	Change Order 6	44,749.00	-	44,749.00	44,749.00	-	-	44,749.00	100.00%	-	737.95
16	Change Order 7	5,375.00	-	5,375.00	5,375.00	-	-	5,375.00	100.00%	-	2,237.45
17	Change Order 8	16,146.00	-	16,146.00	16,146.00	-	-	16,146.00	0.00%	16,146.00	268.75
18	Change Order 9	17,009.37	-	17,009.37	17,009.37	-	-	17,009.37	100.00%	-	-
19	Change Order 10	1,698.00	-	1,698.00	1,698.00	-	-	1,698.00	100.00%	-	850.47
20	Change Order 11	7,710.00	-	7,710.00	7,710.00	-	-	7,710.00	100.00%	-	84.90
21	Change Order 12	1,397.00	-	1,397.00	1,397.00	-	-	1,397.00	100.00%	-	385.50
22	Change Order 13	71,482.00	-	71,482.00	71,482.00	-	-	71,482.00	100.00%	-	69.85
23	Change Order 14	17,488.00	-	17,488.00	13,859.00	3,629.00	-	17,488.00	100.00%	-	3,574.10
24	Change Order 15	45,418.00	-	45,418.00	45,418.00	-	-	45,418.00	100.00%	-	874.40
25	Change Order 16	3,120.53	-	3,120.53	3,120.53	-	-	3,120.53	100.00%	-	2,270.90
26	Change Order 17	1,322.00	-	1,322.00	1,322.00	-	-	1,322.00	100.00%	-	156.03
27	Change Order 18	9,768.00	-	9,768.00	9,768.00	-	-	9,768.00	100.00%	-	66.10
28	Change Order 19	9,726.00	-	9,726.00	9,726.00	-	-	9,726.00	100.00%	-	488.40
29	Change Order 20	4,100.00	-	4,100.00	4,100.00	-	-	4,100.00	100.00%	-	486.30
30	Change Order 21	(719.00)	-	(719.00)	(719.00)	-	-	(719.00)	100.00%	-	205.00
31	Change Order 22	28,935.00	-	28,935.00	28,935.00	-	-	28,935.00	100.00%	-	(35.95)
32	Change Order 23	3,121.00	-	3,121.00	3,121.00	-	-	3,121.00	100.00%	-	1,446.75
32	Change Order 24	39,725.00	-	39,725.00	39,725.00	-	-	39,725.00	100.00%	-	156.05
33	Change Order 25	1,781.00	-	1,781.00	1,781.00	-	-	1,781.00	100.00%	-	1,386.25
33	Change Order 25	-	-	-	-	-	-	-	100.00%	-	89.05

Balfour Beatty Project

6

Santha
r Deatly
ALL FOR CURRENT

CONTINUATION SHEET

AIA Document 1713, APPLICATION AND CERTIFICATION FOR PAYMENT, containing
Contractor's signed certification is attached
in submittals below, amounts are stated to the nearest dollar
Use Column 1 on Contracts where variable retainage for line items may apply

BID PACKAGE	CONTRACTOR	SCHEDULED VALUE	TOTAL CHANGE ORDERS	REVISED CONTRACT	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D.O.R.E.)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	%	BALANCE TO FINISH (C - G)	RETAINAGE
					FROM PREVIOUS APPLICATION (D-E+F)	THIS PERIOD (H-E)					
34	Change Order 26	(10,973.00)		(10,973.00)	(10,973.00)	-	-	(10,973.00)	100.00%	(C - G)	5%
35	Change Order 27	(21,507.00)		(21,507.00)	(21,507.00)	-	-	(21,507.00)	100.00%	-	(548.65)
36	Change Order 28			9,024.00		9,024.00		9,024.00	100.00%	-	(1,075.35)
37	Change Order 29	1,558.00		1,558.00		1,558.00		1,558.00	100.00%	-	451.20
38	Change Order 30	77,674.00		77,674.00		-	32,166.00			-	77.90
39	Change Order 31	6,526.00		6,526.00		6,526.00					
40	Change Order 32	1,313.00		1,313.00		-	1,013.00				
41									#DIV/0!		
GRAND TOTALS		1,667,045.90	0.00	1,667,045.90	1,551,175.90	20,737.00	33,179.00	1,605,091.90	96.28%	61,954.00	78,269.35

TIER RELEASE SCHEDULE

Job Name	Hotel at Marion Square
Job #	13026000

Date Prepared:	6/15/2018
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PRIME SUB'S NAME	Low Country Cakes and Millwork
Attachment for Pay Reg #:	20
for Month Ending:	8/31/2018

[illegible]

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

KNOW ALL MEN BY THESE PRESENTS:

That Low Country Case and Millwork (the "Lienor") for and in consideration of the payment of the sum of \$ \$51,220.19 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 August, 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 16th day of August, 2018

Signed, sealed and delivered
in the presence of:

Monique Cretella
Signature
Monique Cretella
Print Name

Low Country Case and Millwork
a South Carolina corporation
David Stasiukaitis
Signature
David Stasiukaitis, CEO
Print Name & Title

STATE OF South Carolina
COUNTY OF Charleston

The foregoing instrument was acknowledged before me this 16th day of August, 2018 by David Stasiukaitis CEO of Low Country Case & Millwork, SC corporation on, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.



4.4.2022

Amy E. Stasiukaitis
NOTARY PUBLIC, STATE OF South Carolina

Material Bill of Sale

TO: Balfour Beatty Construction, LLC

REGARDING: Material Bill of Sale, Conditional Upon Receipt of Payment

DATE: 08/15/18

We hereby transfer, convey and assign title for the property described below and located at the address indicated below to BALFOUR BEATTY CONSTRUCTION, LLC for the sum of (\$33,179.00) thirty three thousand one hundred seventy nine Dollars.

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

Material Description: Concierge Casework

Stored Address: 4144 Carolina Commerce Parkway, Ladson SC 29456

Sum Total Value: \$33,179.00

Witness:

Monique Curtis
Monique Cretena

Subcontractor:

David Stasiukaitis
David Stasiukaitis, CEO
 Name & Title

State of South CarolinaCounty of Charleston

The foregoing instrument was acknowledged before me this 15th day of August
 20 18, by David Stasiukaitis as CEO
 of Low Country Case & Millwork

My Commission Expires:

4-4-2022Notary Public

STORAGE RECEIPTDate: 08/15/18

This is to certify that the undersigned holds on storage at 4144 Carolina Commerce Parkway, Ladson, SC 29456 the following described building material, consisting of and that it will deliver or surrender same to Balfour Beatty Construction, LLC at the Jobsite or other designated location; All payments due for said material in the amount of \$33,179.00, not including the amount of \$1,658.95 being held as retainage under the Agreement between Balfour Beatty Construction, LLC and Low Country Case and Millwork (Subcontractor/Vendor) having been made and are hereby acknowledged by the undersigned.

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

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

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

BY: _____
Warehouseman (if applicable)

BY: David Stainhat
Subcontractor / Vendor

BY: _____
Balfour Beatty Construction, LLC



EVIDENCE OF PROPERTY INSURANCE

YANDLED

DATE (MM/DD/YYYY)
8/23/2018

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

AGENCY Insurance Office of America, Inc. 1221 Bower Parkway Suite 101 Columbia, SC 29212-3732		PHONE [A/C, No, Ext]: (888) 326-4498		COMPANY Wesco Insurance Company 59 Maiden Lane, 6th Floor New York, NY 10038	
FAX [A/C, No]: (803) 957-4946		E-MAIL ADDRESS:			
CODE: AGENCY CUSTOMER ID #: LOWCCAS-01		SUB CODE: License # 0E67768			
INSURED LOW COUNTRY CASE & MILLWORK INC. 4144 Carolina Commerce Parkway Ladson, SC 29456		LOAN NUMBER		POLICY NUMBER WPP108312006	
		EFFECTIVE DATE 8/4/2018		EXPIRATION DATE 8/4/2019	
				☐ CONTINUED UNTIL TERMINATED IF CHECKED	
THIS REPLACES PRIOR EVIDENCE DATED:					

PROPERTY INFORMATION

LOCATION/DESCRIPTION
Loc # 2, Bldg # 1, 4144 Carolina Commerce Parkway, Ladson, SC 29456, New Office/Warehouse/Mfg.

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

COVERAGE INFORMATION

PERILS INSURED BASIC BROAD SPECIAL

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Loc # 2, Bldg # 1 Property of Others, Special (Including theft), Replacement Cost	\$2,327	5,000

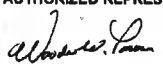
REMARKS (Including Special Conditions)

Special Conditions:
18/19 Balfour Beatty Hotel at Marion Square stored materials \$2327 8/23/18

CANCELLATION

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

ADDITIONAL INTEREST

NAME AND ADDRESS Balfour Beatty Construction 1930 Camden Rd Suite 280 Charlotte, NC 28210	ADDITIONAL INSURED	LENDER'S LOSS PAYABLE	☐ LOSS PAYEE
	MORTGAGEE		
	LOAN #		
	AUTHORIZED REPRESENTATIVE 		

ACORD 27 (2016/03)

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ELECTRONICALLY FILED - 2023 May 15 2:49 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108



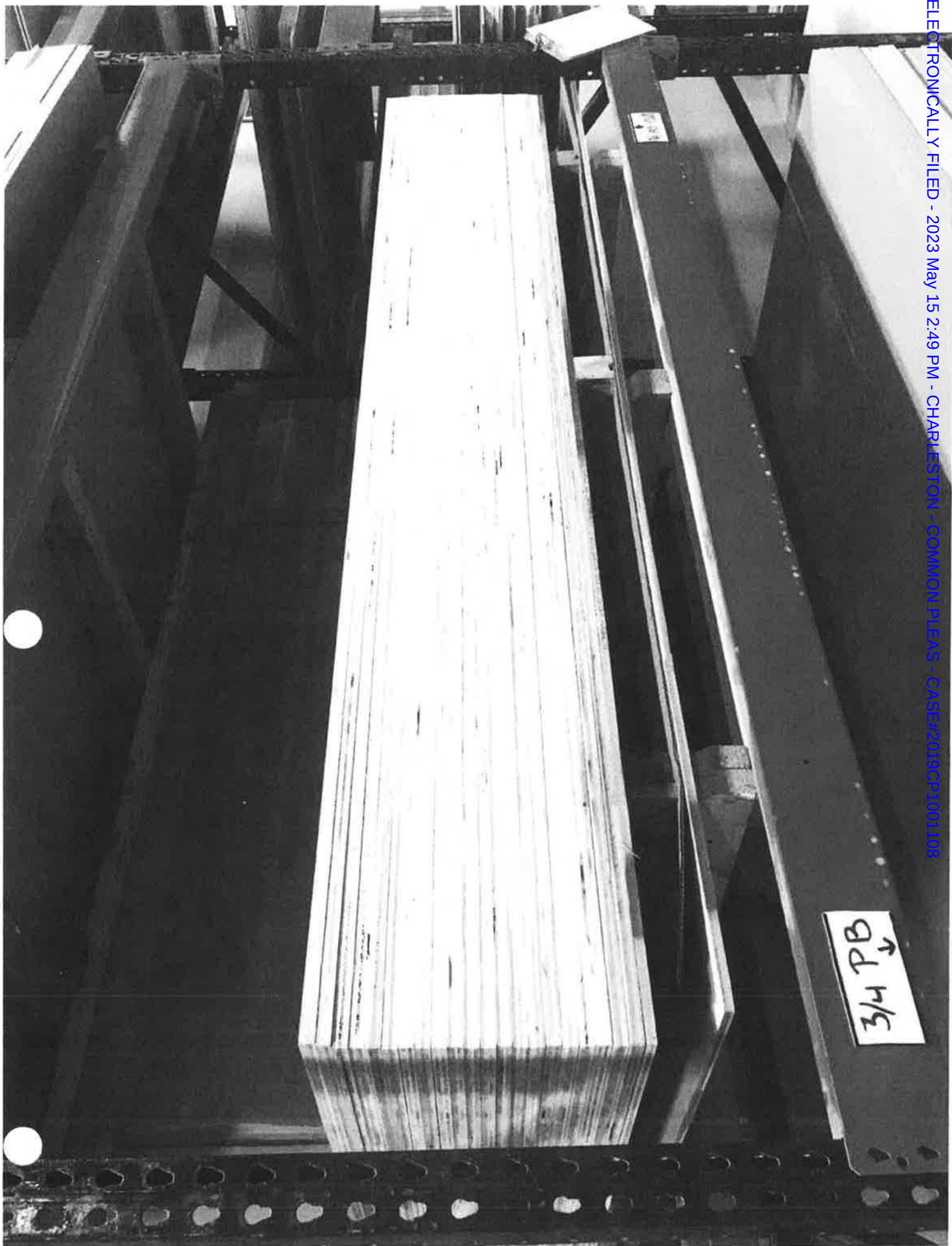
14.M.S.
P. BRASS BAR
FOOTRAIL CAPS
BRACKETS, SPLICES







3/4 PB
↓





48/0913

Request for Payment

 Pay Request # 10
 Work Performed Through: 8/20/2018

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

 Project Name: Hotel at Marion Square Job No.: 13026000 Date: 8/14/2018
 Owner: Library Associates, LLC

Description of Work:	Floor Covering
Original Contract Amount	\$369,770.00
Change Order Total	\$49,887.00
Through C/O #: <u>3</u>	
Total Revised Contract	\$419,657.00
Value of Work Performed to Date	\$392,166.25
Value of Materials Stored On Site	\$0.00
Value of Materials Stored Off Site	\$0.00
Current Month (Stored Materials)	\$0.00
Total	\$392,166.25
Less <u>10</u> % Retainage	\$39,216.63
Amount Earned to Date	\$352,949.63
Less Previous Billings/Payments	\$343,988.33
Less Adjustments/Joint Checks	\$0.00
Less Pending Back Charges	\$0.00
Total Amount this Requisition	\$8,961.30

For Balfour Beatty Use Only:

CO #	Vendor #	Job #	Contract No.
Date	Invoice #	Description	
Gross Amount	Retainage Amt	Net Amount	
\$9,957.00	\$995.70	\$8,961.30	
Accrue Tax	Tax Code	Pay Item & Cost Code	
YES			
NO			

Ball Codes:

Approvals:

PM / Date _____ PA / Date _____ APA / Date _____

 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 ☐ Y ☐ N ☐
 Reducing Retention ☐ Y ☐ N ☐

 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

 Owner Payment Rec'd Date:

 Payment Terms:

 Pay Select #

APPLICATION AND CERTIFICATE FOR PAYMENT

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

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

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

VIA (CONSTRUCTION MANAGER):

AIA DOCUMENT G702

PAGE 1 OF 2 PAGES

APPLICATION: 10 DISTRIBUTION TO:

PERIOD FROM 07/21/2018 OWNER
PERIOD TO: 08/20/2018 CONSTRUCTION MANAGER
ARCHITECT
TRADE CONTRACTOR

ARCHITECTS
PROJECTS NC 13026000

CONTRACTOR'S APPLICATION FOR PAYMENT

CONTRACT DATE: 1/25/2016

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

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

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

CONTRACTOR:
By: Jackie Blackmon, Vice-President

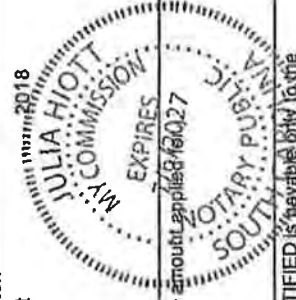
Date: 8/14/2018

CONSTRUCTION MANAGER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Construction Manager/Architect certifies to 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	\$	389,770.00
2. Net change by Change Orders	\$	49,887.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	419,657.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	392,166.25
5. RETAINAGE:		
10 % of Completed Work	\$	39,216.63
(Column D + E on G703)		
10 % of Stored Material	\$	\$0.00
(Column F on G703)		
Total Retainage (Line 5a + 5b or Total in Column I of G703)	\$	39,216.63
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$	352,949.63
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	343,988.33
8. CURRENT PAYMENT DUE	\$	8,961.30
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	\$	66,707.38

State of: South Carolina County of: Charleston
Subscribed and sworn to before me this 14th day of August
Notary Public: [Signature]
My commission expires: 7/6/2027



AMOUNT CERTIFIED \$
(Attach explanation if amount certified differs from the amount applied for)
CONSTRUCTION MANAGER:
Balfour Beatty Construction, LLC

By: [Signature] Date: [Blank]
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

PAGE 2 OF 2 PAGES

APPLICATION FOR PAYMENT, INTERIM RELEASE & INTERIM LIEN WAIVER
 containing Subcontractor's signed certification is attached.
 In tabulations below, amounts are stated to the nearest dollar.
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 10
 APPLICATION DATE: 8/14/2018
 PERIOD TO: 8/20/2018
 Project #1302600; Hotel at Marion Square

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	E WORK COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
1	Floor	\$18,567.00	\$18,567.00			\$18,567.00	\$0.00	\$1,856.70
2	Spa, Locker Rm, Treatment, Vestibule Bamboo	\$33,822.00	\$33,822.00			\$33,822.00	\$0.00	\$3,382.20
3	Concierge Lounge/Dining	\$13,980.00	\$13,980.00			\$13,980.00	\$0.00	\$1,398.00
4	1st Floor Bar, Pre-Func, Board Room	\$134,868.00	\$134,868.00			\$134,868.00	\$0.00	\$13,486.80
5	Storage, Receiving, Staff Break Rm, Locker Rm-VCT & Base	\$18,420.00	\$17,313.00	\$1,107.00		\$18,420.00	\$0.00	\$1,842.00
6	RF-01 Fitness Rm Flr Oak	\$6,532.00	\$6,532.00			\$6,532.00	\$0.00	\$653.20
7	Ball Rm Cp-02 Install Only	\$11,000.00	\$11,000.00			\$11,000.00	\$0.00	\$1,100.00
8	Admin Offices Cp-06 Install Only	\$1,805.00	\$1,805.00			\$1,805.00	\$0.00	\$180.50
9	Bridal Suite CP-05 Install Only	\$340.00	\$340.00			\$340.00	\$0.00	\$34.00
10	Restaurant Dining 1st & 2nd Flr CP-01 Install Only	\$4,560.00	\$4,560.00			\$4,560.00	\$0.00	\$456.00
11	Guest Rm Corridors	\$17,700.00		\$8,850.00		\$8,850.00	\$8,850.00	\$885.00
12	Unit Guest Rms CP-04 Install Only	\$25,200.00	\$25,200.00			\$25,200.00	\$0.00	\$2,520.00
13	Unit Guest Rms/Manager Suite Wood	\$74,176.00	\$64,335.25			\$64,335.25	\$9,840.75	\$6,433.53
14	Composite Clean	\$8,800.00				\$0.00	\$8,800.00	\$0.00
15	Change Order #1-Float & Feather L3 Terraces	\$1,350.00	\$1,350.00			\$1,350.00	\$0.00	\$135.00

APPLICATION FOR PAYMENT, INTERIM RELEASE & INTERIM LIEN WAIVER
containing Subcontractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 10
APPLICATION DATE: 8/14/2018
PERIOD TO: 8/20/2018
Project #1302600; Hotel at Marion Square

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 (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD				
16	Change Order #2-Added Wd	\$39,649.00	\$39,649.00			\$39,649.00	\$0.00	\$3,964.90
17	Change Order #3-MOD I	\$6,896.00	\$6,896.00			\$6,896.00	\$0.00	\$689.60
18	Change Order #3-Fir Prep L2	\$962.00	\$962.00			\$962.00	\$0.00	\$96.20
19	Change Order #3-Fir Prep @ 301	\$480.00	\$480.00			\$480.00	\$0.00	\$48.00
20	Change Order #3-Fir Prep @ Spa	\$550.00	\$550.00			\$550.00	\$0.00	\$55.00
	GRAND TOTALS	\$419,657.00	\$382,209.25	\$9,957.00	\$0.00	\$392,166.25	\$0.00	\$39,216.63

Original Contract Amount	\$369,770.00
Change Orders	\$49,887.00
Adjusted Contract Amount	\$419,657.00
Amount complete	\$392,166.25
Less 10% retainage	\$39,216.63
Total less retainage	\$352,949.63
Less previously paid	\$343,988.33
Amount Due This Request	\$8,961.30
Balance to Finish	\$66,707.38

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

KNOW ALL MEN BY THESE PRESENTS:

That Flooring Services (the "Lienor") for and in consideration of the payment of the sum of \$ 8,961.30 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 15th day of August, 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 15th day of August, 2018

Signed, sealed and delivered
in the presence of:

Flooring Services, Inc.
a South Carolina corporation

Signature
Inge Crawford

Print Name

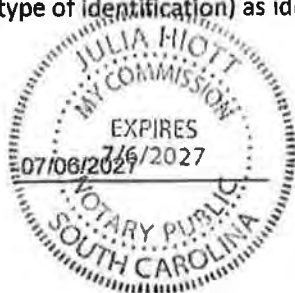
Signature
Jackie Blackmon
Print Name & Title

STATE OF South Carolina

COUNTY OF Charleston

The foregoing instrument was acknowledged before me this 15th day of August, 2018 by Jackie Blackmon Vice-President of Flooring Services, Inc., a South Carolina corporation on, on behalf of the corporation. He/she is personally known to me or has produced (type of identification) as identification.

My Commission Expires:



NOTARY PUBLIC, STATE OF South Carolina Julia Hiott

Job Name	Hotel at Marion Square				
Job #	13026400				

PRIME SUB'S NAME	Flooring Services, Inc.
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for Month Ending:	July	MONTH ENDING DATE HERE
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****Note: For any unrolled/unreported tier sub that is involved in an OCIP loss, you may be responsible for \$50,000 deductible.

A	B	C	D	E	F	G	H	I	J	K
Subcontractors/Suppliers List all subs or suppliers who will perform work for this contract. List Address & Phone Number	Indicate if tier/ is based in county of Project	Notice to Owner Filed?(NTON) (Yes/No)	Date NTO Filed:	Bonded Sub? (Yes/No)	Has Tier Sub enrolled in OCIP? select: (Yes/No)	Has tier billed for work to date? select: (Yes/No)	Cumulative dollar amount tier billed for work/materials to date:	Tier's most recent invoice is dated through:	Tier's most recent release is PARTIAL or FINAL? Select One	Comments:
SAMPLE TIER 123 Example Dr Somewhere, NC 27607 919-834-1234	yes - PIT	NO	N/A	YES	YES	NO	\$12,122.00	4/27/2010	PARTIAL FINAL	thru March 2010
L Fishman & Son, Inc. 6301 E. Lombard St Baltimore, MD 21224 410-633-0066	YES	NO	N/A	YES	NO	YES	\$11,732.43	7/7/2018	PARTIAL	Thru July 2018
SHASS Flooring, LLC 100 Rhonda Dr, Lot 35 Summerville, SC 29482 843-735-3531	NO	NO	N/A	YES	NO	YES	\$955.00	9/30/2017	PARTIAL	Thru September 2017
William M. Bird and Company, Inc. 4210 Azalea Dr. N. Charleston, S.C. 29435 843-554-3040	YES	NO	N/A	YES	NO	YES	\$33,861.22	3/22/2016	PARTIAL	Thru July 2018
Knots Flooring, LLC 107 B Wendy Way Summerville, SC 29485	YES	NO	N/A	YES	NO	YES	\$345.00	10/6/2017	PARTIAL	Thru April 2018
Jason Kositz 3925 Blue House Rd., Apt #8203 Ladson, SC 29456	YES	NO	N/A	YES	NO	YES	\$3,192.00	7/31/2018	PARTIAL	Thru July 2018
Wilmer O Flores 3242 Camens Way Dr. Buford, GA 30519	YES	NO	N/A	YES	NO	YES	\$13,574.05	4/16/2018	PARTIAL	Thru April 2018
Macon Hardwood LLC 1900 A Northside Crossing Macon, GA 31210	YES	NO	N/A	YES	NO	YES	\$74,190.00	4/6/2018	PARTIAL	Thru July 2018
Rury Carpet, LLC 538 Royle Rd Ladson, SC 29456	YES	NO	N/A	YES	NO	YES	\$2,688.00	7/31/2018	PARTIAL	Thru July 2018
Sports Flooring Inc, Sprt Communications P.O. Box 603030 Charlotte, NC 28260-3030	YES	NO	N/A	YES	NO	YES	\$8,406.11	4/5/2018	PARTIAL	Thru July 2016
AG Wood Flooring, LLC 125 Pecan Grove Ave. Boose Creek, SC 29445	YES	NO	N/A	YES	NO	YES	\$24,923.50	7/20/2016	PARTIAL	Thru July 2018

DEFENDANT LIBRARY ASSOCIATES, LLC

TRIAL EXHIBIT #6

Part 2 of 2

Balfour Beatty
Construction

TIER RELEASE SCHEDULE & OCIP CONFIRMATION LOG

Job Name	Hotel at Marion Square				
Job #	11026409				

Date Prepared:	8/15/2018
PRIME SUB'S NAME	Flooring Services, Inc.
Attachment for Pay Req #:	10
for Month Ending:	July
	MONTH ENDING DATE HERE

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

A	B	C	D	E	F	F	G	H	I	J	K
Subcontractors/Suppliers List all subs or suppliers who will perform work for this contract List Address & Phone Number	Indicate if tier is based in county of Project	Notice to Owner Filed?(NTO) (Yes/No)	Date NTO Filed:	Bonded Sub? (Yes/No)	Has Tier Sub enrolled in OCIP? select: (Yes/No)	Has tier billed for work to date? select: (Yes/No)	Cumulative dollar amount tier billed for work/materials to date:	Tier's most recent invoice is dated through:	Tier's most recent release is dated through: (as most on releases)	Tier's most recent release is PARTIAL or FINAL? Select One	Comments:
Del-Tile Distribution, Inc. P.O. BOX 209058 Dallas, Texas 75320-5058	YES	NO	N/A	NO	YES	YES	\$655,01	7/19/2018	7/31/2018	PARTIAL	Thru July 2018
Ferrin Ponce 1004 Redbank Rd., L-17 Goose Creek, SC 29445	YES	NO	N/A	NO	YES	YES	\$2,745.00	5/11/2018	6/30/2018	PARTIAL	Thru June 2018
J.J. Haines & Co. Inc. PO Box 791350 Baltimore, MD 21279	YES	NO	N/A	NO	YES	YES	\$3,071.04	7/28/2018	7/31/2018	PARTIAL	Thru July 2018
Mals, Inc. 179 Campanelli Pkwy Stoughton, MA 02073	YES	NO	N/A	NO	YES	YES	\$3,237.05	5/3/2018	6/30/2018	PARTIAL	Thru June 2018
Webbs Floor Covering 29 Aldene Ave. Goose Creek, SC 29445	YES	NO	N/A	NO	YES	YES	\$1,443.00	6/1/2018	7/6/2018	PARTIAL	Thru July 2018
Commercial Flooring Concepts 2058 Ebenezer Road Bowman, SC 29018	YES	NO	N/A	NO	YES	YES	\$10,416.00	7/20/2018	7/31/2018	PARTIAL	Thru July 2018

APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER:

Library Associates LLC

PROJECT:

Hotel at Marion Square
404 King Street
Charleston SC 29403

AIA DOCUMENT G702

APPLICATION NO

17

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

VIA CONTRACTOR:
Balfour Beatty Construction

PERIOD TO: 8/31/2018

PROJECT NOS: 13026000

CONTRACT FOR: Painting

CONTRACT DATE 6/29/2015

CONTRACTOR'S APPLICATION FOR PAYMENT

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

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.

1. ORIGINAL CONTRACT SUM

2. Net change by Change Orders

3. CONTRACT SUM TO DATE (Line 1 + 2)

4. TOTAL COMPLETED & STORED TO

DATE (Column G on G703)

5. RETAINAGE:

a. 5 % of Completed Work

(Column D + E on G703)

b. % of Stored Material

(Column F on G703)

Total Retainage (Lines 5a + 5b or

Total in Column I of G703)

6. TOTAL EARNED LESS RETAINAGE

(Line 4 Less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR

PAYMENT (Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE

9. BALANCE TO FINISH, INCLUDING RETAINAGE

(Line 3 less Line 6)

\$ 698,480.00
\$ 284,205.32
\$ 982,685.32
\$ 969,518.65

\$ 48,475.93
\$ 921,042.72

\$ 885,260.77
\$ 35,781.95
\$ 61,642.60

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Change Orders Approved	\$284,205.32	
Total Change Orders Pending		
TOTALS	\$284,205.32	\$0.00
NET CHANGES by Change Order		\$284,205.32

CONTRACTOR: Quantum Coatings LLC

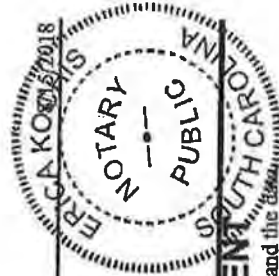
By:  Date:

State of: South Carolina County of: Charleston

Subscribed and sworn to before me this 15 day of August 2018

Notary Public: 

My Commission expires: 08/09/2026



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and 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 20005-3392

AIA DOCUMENT G702 - APPLICATION AND CERTIFICATION FOR PAYMENT - 1992 EDITION - AIA - G1682
Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE TWO OF TWO PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

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

APPLICATION NO: 17

APPLICATION DATE: 8/15/2018

PERIOD TO: 8/31/2018

ARCHITECT'S PROJECT NO: 13026000

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 % (G + C)	I BALANCE TO FINISH (C - G)	J RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION	THIS PERIOD					
	Permits, Fees, Licenses, Insurance	\$22,752.00	\$22,752.00			\$22,752.00	100.00%	\$0.00	\$1,137.60
	Mock-Ups	\$6,500.00	\$6,500.00			\$6,500.00	100.00%	\$0.00	\$325.00
	BOH Sealed Floors	\$2,000.00	\$2,000.00			\$2,000.00	100.00%	\$0.00	\$0.00
	BOH Exp Ceilings Blockfill	\$1,200.00	\$1,200.00			\$1,200.00	100.00%	\$0.00	\$100.00
	BOH Exp Ceiling 1st Coat	\$950.00	\$950.00			\$950.00	100.00%	\$0.00	\$60.00
	BOH Exp Ceiling 2nd Coat	\$850.00	\$850.00			\$850.00	100.00%	\$0.00	\$47.50
	BOH Metal Stairs	\$9,200.00	\$9,200.00			\$9,200.00	100.00%	\$0.00	\$42.50
	BOH Masonry Walls Blockfill	\$3,800.00	\$3,800.00			\$3,800.00	100.00%	\$0.00	\$460.00
	BOH Masonry Walls 1st Coat	\$3,300.00	\$3,300.00			\$3,300.00	100.00%	\$0.00	\$190.00
	BOH Masonry Walls 2nd Coat	\$3,300.00	\$3,300.00			\$3,300.00	100.00%	\$0.00	\$165.00
	BOH Painting - Prime	\$15,800.00	\$15,800.00			\$15,800.00	100.00%	\$0.00	\$165.00
	BOH Painting - 1st Coat	\$13,200.00	\$13,200.00			\$13,200.00	100.00%	\$0.00	\$790.00
	BOH Painting - 2nd Coat	\$12,200.00	\$12,200.00			\$12,200.00	100.00%	\$0.00	\$660.00
	BOH WC Hang	\$10,000.00	\$10,000.00			\$10,000.00	100.00%	\$0.00	\$610.00
	Ext Bollards	\$720.00	\$720.00			\$720.00	100.00%	\$0.00	\$500.00
	Ext Linels	\$700.00	\$700.00			\$700.00	100.00%	\$0.00	\$36.00
	3rd Floor Prime	\$25,600.00	\$25,600.00			\$25,600.00	100.00%	\$0.00	\$35.00
	3rd Floor 1st Coat	\$23,575.00	\$23,575.00			\$23,575.00	100.00%	\$0.00	\$1,280.00
	3rd Floor 2nd Coat	\$19,575.00	\$19,575.00			\$19,575.00	100.00%	\$0.00	\$1,178.75
	3rd Floor WC Hang	\$4,340.00	\$4,340.00			\$4,340.00	100.00%	\$0.00	\$978.75
	4th Floor Prime	\$25,600.00	\$25,600.00			\$25,600.00	100.00%	\$0.00	\$217.00
	4th Floor 1st Coat	\$23,575.00	\$23,575.00			\$23,575.00	100.00%	\$0.00	\$1,280.00
	4th Floor 2nd Coat	\$19,575.00	\$19,575.00			\$19,575.00	100.00%	\$0.00	\$1,178.75
	4th Floor WC Hang	\$4,340.00	\$4,340.00			\$4,340.00	100.00%	\$0.00	\$978.75
	5th Floor Prime	\$25,600.00	\$25,600.00			\$25,600.00	100.00%	\$0.00	\$217.00
	5th Floor 1st Coat	\$23,575.00	\$23,575.00			\$23,575.00	100.00%	\$0.00	\$1,280.00
	5th Floor 2nd Coat	\$19,575.00	\$19,575.00			\$19,575.00	100.00%	\$0.00	\$1,178.75
	5th Floor WC Hang	\$4,340.00	\$4,340.00			\$4,340.00	100.00%	\$0.00	\$978.75
	6th Floor Prime	\$19,500.00	\$19,500.00			\$19,500.00	100.00%	\$0.00	\$217.00
	6th Floor 1st Coat	\$17,352.00	\$17,352.00			\$17,352.00	100.00%	\$0.00	\$975.00
	6th Floor 2nd Coat	\$15,352.00	\$15,352.00			\$15,352.00	100.00%	\$0.00	\$867.60
	6th Floor WC Hang	\$3,250.00	\$3,250.00			\$3,250.00	100.00%	\$0.00	\$767.60
								\$0.00	\$162.50

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

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

CO 17	Paint Applique at Foyer	\$10,126.00	\$10,126.00			\$10,126.00	100.00%	\$0.00	\$506.30
CO 17	SF 05 Two Tone Camelias	\$3,582.00	\$3,582.00			\$3,582.00	100.00%	\$0.00	\$179.10
CO 17	Recaulk/Repaint Guest Trim 3rd Floor	\$2,400.00	\$2,400.00			\$2,400.00	100.00%	\$0.00	\$120.00
CO 18	Repaint Torn Down Mock Up Trim	\$560.09	\$560.09			\$560.09	100.00%	\$0.00	\$28.00
CO 18	Repair 3rd Floor Portals	\$1,407.60	\$1,407.60			\$1,407.60	100.00%	\$0.00	\$70.38
CO 18	Recaulk & Repaint 1st Floor	\$7,612.43	\$7,612.43			\$7,612.43	100.00%	\$0.00	\$380.62
CO 18	Recaulk Grand Stair & Ballroom Trim	\$3,670.79	\$3,670.79			\$3,670.79	100.00%	\$0.00	\$183.54
CO 18	Prep & Repaint 4th Floor After Trim Removal	\$828.00	\$828.00			\$828.00	100.00%	\$0.00	\$41.40
CO 18	Recaulk Upper Dining & Prefunction	\$9,688.09	\$9,688.09			\$9,688.09	100.00%	\$0.00	\$484.40
CO 18	Painting Ext Pipe Supports Mock Up	\$383.31	\$383.31			\$383.31	100.00%	\$0.00	\$19.17
CO 18	Recaulk & Repaint Upper Dining	\$5,073.88	\$5,073.88			\$5,073.88	100.00%	\$0.00	\$253.69
CO 19	SF10 Gold Leaf at Mirror Frame	\$17,044.38	\$8,522.19			\$17,044.38	100.00%	\$0.00	\$852.22
	CDD-002 BC 7-4-18	\$3,535.00	\$3,535.00			\$3,535.00	100.00%	\$0.00	\$176.75
CO 20	Mod 1 Rev	\$8,880.72	\$8,880.72			\$8,880.72	100.00%	\$0.00	\$444.04
CO 21	Mod 2 Rev	\$744.30	\$744.30			\$744.30	100.00%	\$0.00	\$37.22
CO 22	COR 40, 44, 45, 48, 54, 50	\$16,424.85	\$16,424.85			\$16,424.85	100.00%	\$0.00	\$821.24
CO 23	ASI 52	\$3,093.15	\$3,093.15			\$3,093.15	100.00%	\$0.00	\$154.66
	GRAND TOTALS	\$982,685.32	\$931,853.44			\$969,518.65	99%	\$13,166.67	\$48,475.93

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

Exhibit F1

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

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

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

which is located at King Street
(Street Address)

in the City of Charleston, and County of Charleston.

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

Upon receipt by Subcontractor of a check in the sum of \$ 35871.95,
(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:

(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

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

KNOW ALL MEN BY THESE PRESENTS:

That Quantum Coatings LLC (the "Lienor") for and in consideration of the payment of the sum of \$35,781.95 and other good and valuable consideration paid by Balfour Beatty Construction, LLC (the "Contractor") or Library Associates, LLC ("Owner"), receipt of which is hereby acknowledged, hereby releases, waives and quit claims to Contractor, the Owner, and their respective successors and assigns, all liens, lien rights, claims or demands of any kind whatsoever, which Lienor now has or might have against Contractor and/or Owner and/or the buildings and improvements on the premises legally described as: See Exhibit "A" attached hereto (the "Property") on account of labor and services performed and/or material furnished for the construction of any improvements thereon; except for retention, and open change order requests, claims or disputes identified as follows:

That the undersigned has the right and authority to execute this Conditional Partial Waiver and Release of Lien on behalf of the Lienor. That this is a waiver of all lien rights and other claims which Lienor has against the Property, the Contractor, and the Owner for all labor, material and services performed thereon, including all extras and change orders, that all laborers retained or employed by the Lienor for construction of improvements on the Property, all suppliers and sub-contractors of Lienor who have furnished labor, material and services for the undersigned for the construction of improvements on the Property, and all labor, services and materials used by the undersigned in the construction of said improvements, have been paid in full for work performed or materials supplied, up to and including the 31 day of May, 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 15 day of August, 20¹⁸.

**Signed, sealed and delivered
in the presence of:**

E. Kocher

Signature
Erica Kochi

Print Name _____

Quantum Coatings

a _____ corporation

24-10-1968

Signature

Scott McCormack, Managing Member

Print Name & Title

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

The foregoing instrument was acknowledged before me this 15 day of August, 2018, by Scott McCormack of Quantum Coatings LLC, a corporation on, on behalf of the corporation. He/she is personally known to me or has produced (type of identification) as identification.

My Commission Expires: 08/09/2026



NOTARY PUBLIC, STATE OF SOUTH CAROLINA

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 15 day of August, 2018.

Quantum Coatings LLC
(Company Name)

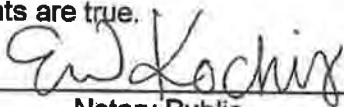
By: 

Its: Managing Member

STATE OF South Carolina

COUNTY OF Charleston

The foregoing instrument was signed, sealed and acknowledged before me this 15 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: 

Notary Public

My Commission expires: 08/09/2026



(Notary Seal)

50/09E

ELECTRONICALLY FILED - 2023 May 15 2:49 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Statement for Payment

Pay Request # 21
Work Performed Through: 08/31/18

Subcontractor's Name David Allen Company, INC.
Subcontractor's Address P.O. Box 27705
Raleigh, NC 27611
Phone Number 803-926-1040
Fax Number 803-926-0350

Project Name: Hotel at Marion Square Job No.: 13026000 Date: 08/07/18
Owner: Library Associates, LLC

Description of Work:	<u>Tile</u>
Original Contract Amount	<u>\$3,348,828.00</u>
Change Order Total	<u>\$176,706.78</u>
Through C/O #: <u>19-Jan</u>	
Total Revised Contract	<u>\$3,525,534.78</u>
Previous Work Performed to Date(SSR)	<u>\$3,479,056.83</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>\$19,471.90</u>
New Work Performed to Date	<u>\$3,496,528.73</u>
Less <u>5.0 % Retainage</u>	<u>\$174,825.97</u>
Amount Earned to Date	<u>\$3,321,702.76</u>
Less Previous Net Billings	<u>\$3,303,207.99</u>
Less Adjustments/Joint Checks	<u>\$0.00</u>
Less Pending Back Charges	<u>\$0.00</u>
Total Amount this Requisition	<u>\$18,494.77</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 _____
Insurance Expiration Date 01/01/17

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

Owner Billing Number 14

Owner Payment Rec'd Date: _____

Payment Terms: Pay When Paid

Pay Select # _____

For Balfour Beatty Use Only:

CO #	Vendor #	Job #	Contract No.
<u>42040</u>	<u>111420</u>	<u>13026000</u>	<u>24</u>
Date	Invoice #	Description	
<u>08/31/18</u>	<u>13026000 - 21</u>	<u>13026000 . PE# 21 . 18.08</u>	
Gross Amount	Retainage Amt	Net Amount	
<u>\$19,471.90</u>	<u>\$973.60</u>	<u>\$18,494.77</u>	
Trade Account?	Tax Code	Pay Item & Cost Code	Accrue Tax?
<u>NO</u>			<u>NO</u>
Hall Codes:			

als: _____ PM / Date _____ PA / Date _____ APA / Date _____

Balfour Beatty
Instruction

Exhibit F1

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

(Subcontractor/Vendor)

The undersigned,

David Allen Company, Inc.

(Name of Subcontractor/Vendor)

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

Balfour Beatty Construction, LLC

("BBC"), a subcontractor to BBC or a

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

Hotel at Marion Square

("Project")

(Name or Description of Project)

which is located at

404 King Street, Charleston, SC 29403

Street Address

in the City of

Charleston

, and County of

Charleston

, and is owned by

Library Associates, LLC.

("Owner").

(Name of Owner)

Upon receipt by Subcontractor of a check in the sum of \$ **18,494.77** the sufficiency of which is hereby acknowledged and confessed,

(Amount to be paid to Subcontractor/Vendor)

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 **8/31/2018**

(insert date through which release is given)

(the "Release Period"); and, (2) waives, releases and relinquishes any and all claims for payment for Work performed, rendered, supplied or furnished by the Subcontractor for or with respect to the Project through the Release Period including any claims for extended or additional job costs and overhead, lost profits, impact costs and the like, as well as claims and demands arising from any contended delays, disruptions or changes to the Work, except with regard to retainage amounts and compensation for extra work but only to the extent such extra work is specifically identified below:

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

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

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

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

Given under hand and seal this 7th day of August 20 18 .

David Allen Company, Inc.

(Name of Subcontractor/Vendor)

signature

By:

Joseph B. Martin, VP

(Print or Type the Signers Name and Title)

STATE OF North Carolina

COUNTY OF Wake

The foregoing Instrument was signed, sealed and acknowledged before me this 7th day of August 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:

Notary Public

My Commission expires: 3-28-22



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

KNOW ALL MEN BY THESE PRESENTS:

That David Allen Company, Inc. (the "Lienor") for and in consideration of the payment of the sum of \$ 18,494.77 and other good and valuable consideration paid by Balfour Beatty Construction, LLC (the "Contractor") or Library Associates, LLC ("Owner"), hereby releases, waives and quit claims to Contractor, the Owner, and their respective successors and assigns, all liens, lien rights, claims or demands of any kind whatsoever, which Lienor now has or might have against Contractor and/or Owner and/or the buildings and improvements on the premises legally described as: See Exhibit "A" attached hereto (the "Property") on account of labor and services performed and/or material furnished for the construction of any improvements thereon; except for retention, and open change order requests, claims or disputes identified as follows:

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

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

HE 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 7th day of August, 2018.

Signed, sealed and delivered
in the presence of:

Signature

Print Name

STATE OF North Carolina

COUNTY OF Wake

David Allen Company, Inc.

a North Carolina corporation

Signature

Joseph B. Martin, VP

Print Name & Title

The foregoing instrument was acknowledged before me this 7th day of August, 2018, by Joseph B. Martin, VP of David Allen Company, Inc., a North Carolina corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

My Commission Expires: 03/28/2022

NOTARY PUBLIC, STATE OF North Carolina

Application and Certificate For Payment

To Owner: BALFOUR BEATTY CONSTRUCTION
1930 Camden Rd., Suite 280
Charlotte, NC 28203

From(Contractor): David Allen Company, Inc.
PO Box 27705
Raleigh, NC 27611

Phone: 919 821-7100

Contractor's Application For Payment

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

Number Date Approved

Change orders approved this month

Totals

Net change by change orders 123,699.00

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.

By: [Signature] State of: North Carolina County of: Wake
Subscribed and sworn to before me this 28th day of August, 2018.
Notary public [Signature] J. HINTON, Notary Public, Wake County, NC, Commission Expires 03/28/2022

Architect's Certificate for Payment

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application the Architect certifies to the Owner that to the best of 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: \$

Application No: 21
Date: 8/15/2018
Period To: 8/31/2018
Architect's Project No:
Contract Date:

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

Contractor Job Number: SC510401/17
Via (Architect):
Contract For:

Original contract sum 3,348,828.00
Net change by change orders 176,706.78
Contract sum to date 3,525,534.78
Total completed and stored to date 3,496,528.73
Retainage
5.0% of completed work 174,825.97
5.0% of stored material 0.00
Total retainage 174,825.97
Total earned less retainage 3,321,702.76
Less previous certificates of payment 3,303,207.99
Current sales tax
0.000% of taxable amount 0.00
Current sales tax 0.00
Current payment due 18,494.77
Balance to finish, including retainage 204,095.02

Architect:

By: Date:

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

Applicat and Certificate For Payment -- page 2

To Owner: BALFOUR BEATTY CONSTRUCTION Application No: 21 Date: 8/15/2018

From (Contractor): David Allen Company, Inc. Contractor's Job Number: SC510401/17

Project: Hotel at Marion Square Architect's Project No: Period To: 8/31/2018

Work Completed

Item Number	Description	Scheduled Value	Previous Application	This Period	Materials Presently Stored	Completed and Stored to Date	%	Balance to Finish	Retention	Memo
01001	Submittals	16,744.00	16,744.00	0.00	0.00	16,744.00	100.00	0.00	837.20	
01002	Mobilization	16,744.00	15,906.80	837.20	0.00	16,744.00	100.00	0.00	837.20	
01003	Guest Room Mockups	20,650.00	20,650.00	0.00	0.00	20,650.00	100.00	0.00	1,032.50	
01004	Thin Brick at Rooftop Bar	28,800.00	28,800.00	0.00	0.00	28,800.00	100.00	0.00	1,440.00	
01005	Kitchen Floors	64,567.00	64,567.00	0.00	0.00	64,567.00	100.00	0.00	3,228.35	
01006	Patisserie Tops	15,985.00	15,185.75	799.25	0.00	15,985.00	100.00	0.00	799.25	
01007	1st Floor Pub Rest Tops	6,860.00	6,860.00	0.00	0.00	6,860.00	100.00	0.00	343.00	
01008	Lobby Bar Top	12,256.00	11,643.20	612.80	0.00	12,256.00	100.00	0.00	612.80	
01009	Camelia Bar Feb/Install	3,856.00	3,663.20	192.80	0.00	3,856.00	100.00	0.00	192.80	
0101	Tile	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
01010	Kitchen Tops	2,970.00	1,485.00	1,485.00	0.00	2,970.00	100.00	0.00	148.50	
01011	2nd Floor Public Rest Tops	8,075.00	8,075.00	0.00	0.00	8,075.00	100.00	0.00	403.74	
01012	Spa Treatment Tops	5,824.00	4,076.80	1,747.20	0.00	5,824.00	100.00	0.00	291.20	
01013	Mani Pedi Tops	2,980.00	2,980.00	0.00	0.00	2,980.00	100.00	0.00	149.00	
01014	Manager Apartment Tops	4,051.00	0.00	4,051.00	0.00	4,051.00	100.00	0.00	202.55	
01015	6th Floor Conierge Tops	9,254.00	0.00	9,254.00	0.00	9,254.00	100.00	0.00	462.70	
01016	Rooftop Restroom Tops	4,023.00	4,023.00	0.00	0.00	4,023.00	100.00	0.00	201.15	
01017	Patisserie Floor - Materials	23,569.00	23,569.00	0.00	0.00	23,569.00	100.00	0.00	1,178.00	
01018	Patisserie Floor - Labor	15,197.00	14,437.15	0.00	0.00	14,437.15	95.00	759.85	721.85	
01019	Spa Retail - Materials	14,563.00	14,563.00	0.00	0.00	14,563.00	100.00	0.00	728.15	
01020	Spa Retail - Labor	9,390.00	8,920.50	0.00	0.00	8,920.50	95.00	469.50	446.03	
01021	1st Fl Publ Rest/Vest Tile - M	20,926.00	20,926.00	0.00	0.00	20,926.00	100.00	0.00	1,046.30	
01022	1st Fl Publ Rest/Vest Tile - L	13,493.00	12,818.35	0.00	0.00	12,818.35	95.00	674.65	640.91	
01023	1st Floor Elev Lobby - Matl	5,601.00	5,601.00	0.00	0.00	5,601.00	100.00	0.00	280.05	
01024	1st Floor Elev Lobby - Labor	3,611.00	0.00	3,611.00	0.00	3,611.00	100.00	0.00	0.00	

Application and Certificate For Payment -- page 3

To Owner: BALFOUR BEATTY CONSTRUCTION

Application No: 21

Date: 8/15/2018

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

SC510401/17

Contractor's Job Number:
Architect's Project No:

Period To: 8/31/2018

Item Number	Description	Scheduled Value	Work Completed			Materials Presently Stored	Completed and Stored to Date	%	Balance to Finish	Retention	Memo
			Previous Application	This Period							
01025	Elevator Cabs - Materials	5,601.00	5,320.95	0.00	0.00	0.00	5,320.95	95.00	280.05	266.05	
01026	Elevator Cabs - Labor	3,611.00	0.00	0.00	0.00	0.00	0.00	0.00	3,611.00	0.00	
01027	Camelia Lounge Floor - Matl	73,934.00	73,934.00	0.00	0.00	0.00	73,934.00	100.00	0.00	3,696.70	
01028	Camelia Lounge Floor - Labor	47,672.00	45,288.40	0.00	0.00	0.00	45,288.40	95.00	2,383.60	2,264.42	
01029	Lobby/Concierge Floor - M	84,599.00	84,599.00	0.00	0.00	0.00	84,599.00	100.00	0.00	4,229.95	
01030	Lobby/Concierge Floor - L	54,548.00	51,820.60	0.00	0.00	0.00	51,820.60	95.00	2,727.40	2,591.03	
01031	1st Floor Rotunda - Matl	22,852.00	22,852.00	0.00	0.00	0.00	22,852.00	100.00	0.00	1,142.60	
01032	1st Floor Rotunda - Labor	14,735.00	13,998.25	0.00	0.00	0.00	13,998.25	95.00	736.75	699.91	
01033	Foyer - Materials	15,459.00	15,459.00	0.00	0.00	0.00	15,459.00	100.00	0.00	772.95	
01034	Foyer - Labor	9,968.00	9,469.60	0.00	0.00	0.00	9,469.60	95.00	498.40	473.48	
01035	1st Floor Staff Restrooms - M	5,377.00	5,377.00	0.00	0.00	0.00	5,377.00	100.00	0.00	268.85	
01036	1st Floor Staff Restrooms - L	3,467.00	3,293.65	0.00	0.00	0.00	3,293.65	95.00	173.35	164.67	
01037	2nd Floor Public Rest Tile - M	16,355.00	16,355.00	0.00	0.00	0.00	16,355.00	100.00	0.00	817.75	
01038	2nd Floor Public Rest Tile - L	10,546.00	10,018.70	0.00	0.00	0.00	10,018.70	95.00	527.30	500.94	
01039	2nd Floor Spa Toilets - Matl	1,344.00	1,344.00	0.00	0.00	0.00	1,344.00	100.00	0.00	67.20	
01040	2nd Floor Spa Toilets- Labor	867.00	823.65	0.00	0.00	0.00	823.65	95.00	43.35	41.17	
01041	2nd Floor Spa Showers - Matl	1,792.00	1,792.00	0.00	0.00	0.00	1,792.00	100.00	0.00	89.60	
01042	2nd Floor Spa Showers - Labor	1,156.00	1,098.20	0.00	0.00	0.00	1,098.20	95.00	57.80	54.91	
01043	Mani Pedi Tile - Material	8,402.00	8,402.00	0.00	0.00	0.00	8,402.00	100.00	0.00	420.10	
01044	Mani Pedi Tile - Labor	5,417.00	5,146.15	0.00	0.00	0.00	5,146.15	95.00	270.85	257.31	
01045	2nd Floor Fitness Restrm - M	1,232.00	1,232.00	0.00	0.00	0.00	1,232.00	100.00	0.00	61.60	
01046	2nd Floor Fitness Restrm - L	795.00	755.25	0.00	0.00	0.00	755.25	95.00	39.75	37.75	
01047	2nd Fir Elev Lobbies/Pantry -M	10,440.00	10,440.00	0.00	0.00	0.00	10,440.00	100.00	0.00	522.00	
01048	2nd Fir Elev Lobbies/Pantry -L	6,732.00	6,395.40	0.00	0.00	0.00	6,395.40	95.00	336.60	319.77	
01049	Prefunction Vestibule - Mats	2,240.00	2,240.00	0.00	0.00	0.00	2,240.00	100.00	0.00		

Applicant and Certificate For Payment -- page 4

To Owner: BALFOUR BEATTY CONSTRUCTION Application No: 21 Date: 8/15/2018

From (Contractor): David Allen Company, Inc. Contractor's Job Number: SC510401/17

Project: Hotel at Marion Square Architect's Project No: Period To: 8/31/2018

Item Number	Description	Scheduled Value	Work Completed			Materials Presently Stored	Completed and Stored to Date	%	Balance to Finish	Retention	Memo
			Previous Application	This Period							
01050	Prefunction Vestibule - Labor	1,445.00	1,372.75	0.00	0.00	0.00	1,372.75	95.00	72.25	68.64	
01051	2nd Floor Rotunda - Materials	23,189.00	23,189.00	0.00	0.00	0.00	23,189.00	100.00	0.00	1,159.45	
01052	2nd Floor Rotunda - Labor	14,952.00	14,204.40	0.00	0.00	0.00	14,204.40	95.00	747.60	710.22	
01053	Stair 1 - Materials	13,443.00	13,443.00	0.00	0.00	0.00	13,443.00	100.00	0.00	672.15	
01054	Stair 1 - Labor	8,668.00	8,234.60	0.00	0.00	0.00	8,234.60	95.00	433.40	411.73	
01055	Stair 2 - Materials	13,443.00	13,443.00	0.00	0.00	0.00	13,443.00	100.00	0.00	672.15	
01056	Stair 2 - Labor	8,668.00	8,234.60	0.00	0.00	0.00	8,234.60	95.00	433.40	411.73	
01057	3rd Flr Terrace Merkrete - M	8,497.00	8,497.00	0.00	0.00	0.00	8,497.00	100.00	0.00	424.85	
01058	3rd Flr Terrace Merkrete - L	19,826.00	19,826.00	0.00	0.00	0.00	19,826.00	100.00	0.00	991.30	
01059	3rd Flr Terrace Tile - Matls	76,175.00	76,175.00	0.00	0.00	0.00	76,175.00	100.00	0.00	3,808.75	
01060	3rd Flr Terrace Tile - Labor	49,116.00	46,660.20	0.00	0.00	0.00	46,660.20	95.00	2,455.80	2,333.01	
01061	3rd Flr Elevator Lobby - Matls	3,831.00	3,831.00	0.00	0.00	0.00	3,831.00	100.00	0.00	191.55	
01062	3rd Flr Elevator Lobby - Labor	2,470.00	2,346.50	0.00	0.00	0.00	2,346.50	95.00	123.50	117.32	
01063	3rd Flr Guest Room Floors- M	138,571.00	138,571.00	0.00	0.00	0.00	138,571.00	100.00	0.00	6,928.55	
01064	3rd Flr Guest Room Floors- L	89,348.00	84,880.60	0.00	0.00	0.00	84,880.60	95.00	4,467.40	4,244.03	
01065	3rd Flr Guest Room Walls - M	81,686.00	81,686.00	0.00	0.00	0.00	81,686.00	100.00	0.00	4,084.30	
01066	3rd Flr Guest Room Walls - L	52,670.00	50,036.50	0.00	0.00	0.00	50,036.50	95.00	2,633.50	2,501.83	
01067	4th Flr Elevator Lobby - Matls	3,831.00	3,831.00	0.00	0.00	0.00	3,831.00	100.00	0.00	191.55	
01068	4th Flr Elevator Lobby - Labor	2,470.00	2,346.50	0.00	0.00	0.00	2,346.50	95.00	123.50	117.33	
01069	4th Flr Guest Room Floors - M	139,041.00	139,041.00	0.00	0.00	0.00	139,041.00	100.00	0.00	6,952.05	
01070	4th Flr Guest Room Floors - L	89,652.00	85,169.40	0.00	0.00	0.00	85,169.40	95.00	4,482.60	4,258.47	
01071	4th Flr Guest Room Walls - M	78,124.00	78,124.00	0.00	0.00	0.00	78,124.00	100.00	0.00	3,906.20	
01072	4th Flr Guest Room Walls - L	50,373.00	47,854.35	0.00	0.00	0.00	47,854.35	95.00	2,518.65	2,392.72	
01073	5th Flr Elevator Lobby - M	3,831.00	3,831.00	0.00	0.00	0.00	3,831.00	100.00	0.00	191.55	
01074	5th Flr Elevator Lobby - L	2,470.00	2,346.50	0.00	0.00	0.00	2,346.50	95.00	123.50	117.33	

Applicant and Certificate For Payment -- page 5

To Owner: BALFOUR BEATTY CONSTRUCTION Application No: 21 Date: 8/15/2018

From (Contractor): David Allen Company, Inc. Contractor's Job Number: SC510401/17

Project: Hotel at Marion Square Architect's Project No: Period To: 8/31/2018

Item Number	Description	Scheduled Value	Work Completed			Materials Presently Stored	Completed and Stored to Date	%	Balance to Finish	Retention	Memo
			Previous Application	This Period							
01075	5th Flr Guest Room Floors - M	132,051.00	132,051.00	0.00		0.00	132,051.00	100.00	0.00	6,602.55	
01076	5th Flr Guest Room Floors - L	85,144.00	80,886.80	0.00		0.00	80,886.80	95.00	4,257.20	4,044.34	
01077	5th Flr Guest Room Walls - M	74,315.00	74,315.00	0.00		0.00	74,315.00	100.00	0.00	3,715.75	
01078	5th Flr Guest Room Walls - L	47,917.00	45,521.15	0.00		0.00	45,521.15	95.00	2,395.85	2,276.06	
01079	6th Flr Terrace Merkrete - M	12,745.00	12,745.00	0.00		0.00	12,745.00	100.00	0.00	637.25	
01080	6th Flr Terrace Merkrete - L	29,740.00	29,740.00	0.00		0.00	29,740.00	100.00	0.00	1,487.00	
01081	6th Flr Terrace Tile - Matls	121,499.00	121,499.00	0.00		0.00	121,499.00	100.00	0.00	6,074.95	
01082	6th Flr Terrace Tile - Labor	78,340.00	74,423.00	0.00		0.00	74,423.00	95.00	3,917.00	3,721.15	
01083	6th Flr Elevator Lobby - M	5,310.00	5,310.00	0.00		0.00	5,310.00	100.00	0.00	265.50	
01084	6th Flr Elevator Lobby - L	3,424.00	3,252.80	0.00		0.00	3,252.80	95.00	171.20	162.64	
01085	6th Flr Guest Room Floors - M	74,360.00	74,360.00	0.00		0.00	74,360.00	100.00	0.00	3,718.00	
01086	6th Flr Guest Room Floors - L	47,946.00	45,548.70	0.00		0.00	45,548.70	95.00	2,397.30	2,277.44	
01087	6th Flr Guest Room Walls - M	42,927.00	42,927.00	0.00		0.00	42,927.00	100.00	0.00	2,146.35	
01088	6th Flr Guest Room Walls - L	27,678.00	26,294.10	0.00		0.00	26,294.10	95.00	1,383.90	1,314.71	
01089	7th Flr Elevator Lobby - Matls	3,831.00	3,831.00	0.00		0.00	3,831.00	100.00	0.00	191.55	
01090	7th Flr Elevator Lobby - Labor	2,470.00	2,346.50	0.00		0.00	2,346.50	95.00	123.50	117.33	
01091	7th Flr Guest Room Floors - M	92,844.00	92,844.00	0.00		0.00	92,844.00	100.00	0.00	4,642.20	
01092	7th Flr Guest Room Floors - L	59,864.00	56,870.80	0.00		0.00	56,870.80	95.00	2,993.20	2,843.54	
01093	7th Flr Guest Room Walls - M	57,154.00	57,154.00	0.00		0.00	57,154.00	100.00	0.00	2,857.70	
01094	7th Flr Guest Room Walls - L	36,852.00	35,009.40	0.00		0.00	35,009.40	95.00	1,842.60	1,750.47	
01095	8th Flr Elevator Lobby - Matls	3,831.00	3,831.00	0.00		0.00	3,831.00	100.00	0.00	191.55	
01096	8th Flr Elevator Lobby - Labor	2,470.00	2,346.50	0.00		0.00	2,346.50	95.00	123.50	117.33	
01097	8th Flr Guest Room Floors - M	96,025.00	96,025.00	0.00		0.00	96,025.00	100.00	0.00	4,801.25	
01098	8th Flr Guest Room Floors - L	61,915.00	58,819.25	0.00		0.00	58,819.25	95.00	3,095.75	2,940.96	
01099	8th Flr Guest Room Walls - M	56,750.00									

Applicat. and Certificate For Payment -- page 6

To Owner: BALFOUR BEATTY CONSTRUCTION Application No: 21 Date: 8/15/2018

From (Contractor): David Allen Company, Inc. Contractor's Job Number: SC510401/17

Project: Hotel at Marion Square Architect's Project No: Period To: 8/31/2018

Item Number	Description	Scheduled Value	Work Completed			Materials Presently Stored	Completed and Stored to Date	%	Balance to Finish	Retention	Memo
			Previous Application	This Period							
01100	8th Flr Guest Room Walls - L	36,592.00	34,762.40	0.00	0.00	0.00	34,762.40	95.00	1,829.60	1,738.12	
01101	Rooftop Elevator Lobbies - M	19,089.00	19,089.00	0.00	0.00	0.00	19,089.00	100.00	0.00	954.45	
01102	Rooftop Elevator Lobbies - L	12,308.00	11,692.60	0.00	0.00	0.00	11,692.60	95.00	615.40	584.63	
01103	Rooftop Shower - Materials	4,481.00	4,481.00	0.00	0.00	0.00	4,481.00	100.00	0.00	224.05	
01104	Rooftop Shower - Labor	2,889.00	2,889.00	0.00	0.00	0.00	2,889.00	100.00	0.00	144.45	
01105	Rooftop Bar Floor - Materials	47,049.00	47,049.00	0.00	0.00	0.00	47,049.00	100.00	0.00	2,352.45	
01106	Rooftop Bar Floor - Labor	30,337.00	28,820.15	0.00	0.00	0.00	28,820.15	95.00	1,516.85	1,441.01	
01107	Rooftop Merkrete - Materials	17,380.00	17,380.00	0.00	0.00	0.00	17,380.00	100.00	0.00	869.00	
01108	Rooftop Merkrete - Labor	40,554.00	40,554.00	0.00	0.00	0.00	40,554.00	100.00	0.00	2,027.70	
01109	Pool Deck/Terrace Tile - Matis	100,820.00	100,820.00	0.00	0.00	0.00	100,820.00	0.00	0.00	5,041.00	
01110	Pool Deck/Terrace Tile - Labor	65,007.00	61,756.65	0.00	0.00	0.00	61,756.65	95.00	3,250.35	3,087.83	
CO 01	Deduct to modify work	-19,085.00	-19,085.00	0.00	0.00	0.00	-19,085.00	100.00	0.00	-954.25	
CO 02	Zero Change order	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
CO 03	Guestroom Mockup Glass	9,283.00	9,283.00	0.00	0.00	0.00	9,283.00	100.00	0.00	464.15	
CO 04	Credit for SF-09 Thin Brick Wall	-16,810.00	-16,810.00	0.00	0.00	0.00	-16,810.00	100.00	0.00	-840.50	
CO 05	SI-48 Add of Shower	7,495.00	7,495.00	0.00	0.00	0.00	7,495.00	0.00	0.00	374.75	
CO 06	Private Terrace Prep on L3	95,485.00	95,485.00	0.00	0.00	0.00	95,485.00	100.00	0.00	4,774.25	
CO 07	Camellia's Lounge GMP to SI54	-3,566.00	-3,566.00	0.00	0.00	0.00	-3,566.00	100.00	0.00	-178.30	
CO 08	ADA Bathroom Floor Tile Revision	3,511.00	3,511.00	0.00	0.00	0.00	3,511.00	0.00	0.00	175.55	
CO 09	SI 54 Tile Revisions - Entry Foyer	6,485.00	6,485.00	0.00	0.00	0.00	6,485.00	100.00	0.00	324.25	
CO 10	Elevator Lobby Stone & Tile	1,963.00	1,963.00	0.00	0.00	0.00	1,963.00	100.00	0.00	98.15	
CO 11	Camellia' Bar - Pink Marble Changes	6,877.00	6,877.00	0.00	0.00	0.00	6,877.00	100.00	0.00	343.85	
CO 12	Epoxy in Back of House	2,718.78	2,718.78	0.00	0.00	0.00	2,718.78	100.00	0.00	135.94	
CO 13	Lobby & Bar GMP to SI-54	1,713.00	1,713.00	0.00	0.00	0.00	1,713.00	100.00	0.00	85.65	
CO 14	SPA GMP to SI-54	1,934.00	1,934.00	0.00	0.00	0.00	1,934.00	0.00	0.00		
CO 15	9th Floor Bar GMP to SI Billing Total	17,736.00	17,736.00	0.00	0.00	0.00	17,736.00	100.00	0.00	886.80	

CO 16	-pa Retail Countertops Billing Total	9,147.00	9,147.00	0.00	0.00	9,147.00	100.00	0.00	457.35
CO 17	Patisserie-GMP to SI-54	1,531.00	1,301.35	229.65	0.00	1,531.00	100.00	0.00	76.55
CO 18	Guestroom Tile Revision	50,126.00	50,126.00	0.00	0.00	50,126.00	100.00	0.00	2,506.30
CO 19	RFI 1118	163.00	163.00	0.00	0.00	163.00	100.00	0.00	8.15
CO 20	EWO- Cut Vanity Backsplashes	263.00	0.00	263.00	0.00	263.00	100.00	0.00	13.15
PCO	See PCO Log: 12, 13	0.00	33,030.00	0.00	0.00	33,030.00	100.00	-33,030.00	1,651.50
Application Total		3,525,797.78	3,477,056.83	19,471.90	0.00	3,496,528.73	99.17	29,269.05	174,825.97

Balfour Beatty Construction

TIER RELEASE SCHEDULE

Job Name	Hotel at Marion Square
Job #	13025000
Date Prepared:	8/7/2018
PRIME SUB'S NAME	David Allen Company, INC.
Attachment for Pay Req #:	21
for Month Ending:	8/31/2018

A	B	C	D	E	F	G	H	I	J	K
Subcontractors/Suppliers List all subs or suppliers who will perform work for this contract. List Address & Phone Number	Indicate if tier is based in county of Project	Notice to Owner Filed?(NTO) (Yes/No)	Date NTO Filed:	Bonded Sub? (Yes/No)	Has tier billed for work to date? select: (Yes/No)	Cumulative dollar amount tier billed for work/materials to date:	Tier's most recent invoice is dated through:	Tier's most recent release is dated through: (as noted on releases)	Tier's most recent release is PARTIAL or FINAL? Select One	Comments:
SAMPLE TIER 123 Example Dr. Somewhere, NC 27667 800.555.1234	yes - PIT	NO	N/A		YES NO	\$12,123.00	4/27/2010	3/31/2010	PARTIAL FINAL	thru March 2010
Ceramic Technics	No				Yes	\$806,375.50	7/17/2018	7/31/2018	PARTIAL	
Daltille	No				YES	\$128,965.44	6/27/2018	7/31/2018	PARTIAL	
Enser Tile	No				YES	\$59,838.65	6/9/2017	7/31/2018	PARTIAL	
Miami Natural Stone, LLC	No				Yes	\$20,233.51	12/21/2017	7/31/2018	PARTIAL	
Palmetto Tile	No				YES	\$27,797.37	7/25/2015	7/31/2018	PARTIAL	
D & S Flooring Corp.	No				YES	\$6,046.00	4/4/2017	11/30/2017	PARTIAL	
MVP Granite	Yes				YES	\$54,291.62	7/31/2018	7/31/2018	PARTIAL	
Pride Construction	No				YES	\$229,976.94	7/31/2018	7/31/2018	PARTIAL	
Jeff Seibert	No				YES	\$27,013.70	11/30/2017	11/30/2017	PARTIAL	
Vicvilla Tile LLC	No				YES	\$665,338.75	6/26/2018	11/30/2017	PARTIAL	
Dura-Flex Inc.	No				YES	\$15,428.40	4/12/2018	7/31/2018	PARTIAL	
Triangle Epoxy Floors LLC	No				YES	\$13,000.00	10/24/2017	7/31/2018	PARTIAL	

[illegible]

DEFENDANT LIBRARY ASSOCIATES, LLC'S
TRIAL EXHIBIT #15

Balfour Beatty Construction

January 2, 2019

Mr. Jim Clements
Matrix Program Management
322 Prince St.
Gerogetown, SC 29440



RE: The Hotel at Marion square – Consolidated Claim (DRAFT)

A. Introduction.

Balfour Beatty Construction, LLC (“Balfour Beatty”) together with certain of its subcontractors (collectively, the “Claimants”) submit the following consolidated claim for an extension of time and additional compensation for the delayed completion and additional direct costs resulting from delays, changes, impacts and disruptions, among other things (the “Claim”), caused by the Owner, its consultants, agents and representatives on the project known as the Marion Square Hotel in Charleston, South Carolina (the “Project”).

The Project is to be a signature, luxury hotel in the vision of Michael Bennett, principal of the Project’s Owner, Library Associates, LLC (the “Owner”), and when completed it will be just as described. Unfortunately however, the process of constructing the Hotel was made excessively difficult because of a design that was inconsistent with the Owner’s vision, an Owner’s vision that changed and morphed many times over the course of the Project, an operator that was brought to the table long after construction had commenced, and more events, all of which resulted in material changes in the scope of work that greatly drove up the costs of construction and extended the time in which to complete the Project by much more than a year. Exacerbating these problems, the Owner often acted in a manner that was accusatory, confrontational and uncooperative by, among other things, refusing to pay for changes and delays, failing to make decisions and provide information in a reasonably prompt manner, abandoning provisions of the contract when they were unfavorable to the Owner’s position, and generally creating an unproductive atmosphere on the Project.

In spite of repeated representations made by Mr. Bennett that he intended to pay everyone for all the work that was done to complete the Project, in actuality the actions of Mr. Bennett and those who worked for him were wholly inconsistent with those representations. As a result, the Claimants have incurred substantial damages and unreimbursed costs for which a consolidated claim in the amount of \$17,045,850.67 (the “Claim Amount”) is being submitted. The Claim Amount is comprised of the components described below, and is based on current costs that have been incurred together with projected costs to be incurred given that the Project has not yet been accepted by the Owner. Once completed a full accounting of those additional costs will be provided by supplement.

B. Entitlement.

From early in the job to the present day, the work of Balfour Beatty and its subcontractors was made much more difficult, costly and longer in duration as a result of errors, omissions, failures and breaches of the Owner or those for which the Owner is responsible. Examples of these matters are as follows:

1. The Owner’s failure to provide information or services required of the Owner with reasonable promptness.
2. Failure of the Owner to provide an Owner’s Representative who could make decisions promptly, bind the Owner and who could furnish information expeditiously so as to avoid delays and impacts to the project, the contractor and its subcontractors.
3. Failure to timely and promptly pay undisputed amounts to Balfour Beatty.
4. The Owner’s decision to make significant changes to the character of the building while the project was underway resulting in major changes to the layout of the building and systems in the building – all without adequate compensation to Balfour Beatty and its subcontractors. Two examples are: decisions by the Owner well after construction had commenced to upscale the hotel to a higher luxury rating leading to changes in room layouts which drove major system changes and, the Owner’s decision to wait to select a hotel operator which then lead to changes in the levels of finishes in guest rooms and public spaces to adjust to the operator’s branding requirements. Additionally, there were continual design changes during construction that were seemingly made or proposed simply to address the Owner’s consistently changing and shifting visions of what was wanted for the Project. Many changes were mandated by the Owner, and persons for whom the Owner is responsible, that resulted in significant cascading effects on other work that resulted in higher costs and delays. All of these design changes, and more, caused delay and additional cost for which Balfour Beatty and its subcontractors have not been compensated.

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5. The Owner's interference and disruption with the Project as a result of countless instances where it communicated possible changes to the building and thereafter failed to promptly make decisions as to such proposed changes, many times abandoning the proposed changes after months of indecision - leading to, among other things, delays, disruptions, impacts, accelerations, and interference of Balfour Beatty and its subcontractors.
6. Failure to procure Builders' Risk insurance in accordance with the requirements of the Contract Documents and the Owner's failure and refusal to compensate Balfour Beatty for losses incurred which were covered by the Builders' Risk policy, or which should have been covered had the Owner procured a policy pursuant to the contract requirements.
7. Failure of the Owner and its consultants to provide Contract Documents that included all items necessary for the proper execution and completion of the work by Balfour Beatty and its subcontractors.
8. Failure of the Owner and its consultants to provide Contract Documents that were properly coordinated. The degree to which the design was uncoordinated together with the level of work, time, cost and effort that had to be expended in order to coordinate the design was unforeseeable. Part of the problem arose from the Owner's decision to change interior designers late in the process, and its decision to have the electrical lighting package provided by another consultant. Regardless, since Balfour Beatty was forced to spend so much time coordinating the structure because of the unexpected deficiency in design, the preparatory work that should have been occurring concurrently with the structure being erected was seriously impacted.
9. Failure of the Owner to either authorize or direct its design consultants to provide adequate, timely and sufficient additional services, including building information modeling ("BIM"), for the preconstruction and construction phases of the project so as to address deficiencies in the design and the uncoordinated nature of the design. The Architect's BIM capabilities were fundamentally inadequate leading them to fail to keep pace with the coordination process and to be unable to provide information in workable formats or work with information provided in industry standard formats. There were at least two significant impacts from these deficiencies: the progress of construction caught up to the design coordination at the fifth floor which shut down and interrupted the construction of the concrete structure. Also, Balfour Beatty was prevented from executing a typical buyout, submittal and shop drawing process for the fit up of the building - which compressed that work and caused inefficiencies.
10. Failure of the Owner, its consultants, agents and representatives to timely furnish information and services required by Balfour Beatty and its subcontractors to efficiently construct the Project.
11. Failure of the Owner, its consultants, agents and representatives to render decisions promptly or timely provide approvals.
12. Repeated failures on the part of the Owner and its Owner's Representative, among others, to refrain from directly communicating with Balfour Beatty's employees and subcontractors rather than communicating with Balfour Beatty's authorized representative, all with the purpose of undermining Balfour Beatty's leadership on the Project and making the process of performing the work more difficult and costly.
13. Delays, disruptions and damage caused to the Project by the Owner's separate contractors resulting in Balfour Beatty and its subcontractors incurring additional costs and delays, including costs to repair resulting damage.
14. Failure of the design to conform with applicable laws, ordinances, codes, rules and regulations.
15. Failure of the Owner, its consultants and representatives to reasonably interpret and administer allowances set forth in the Contract Documents, including the refusal to execute change orders for costs exceeding allowance amounts and refusing to act reasonably and promptly in selecting materials and equipment covered by allowances.
16. Abandonment by the Owner of much, if not all, of the administrative provisions of the contract as well as the change order provisions which were drafted by the Owner and set forth in the Contract Documents.
17. Requiring Balfour Beatty and its subcontractors to provide work that went beyond what was depicted in the drawings or provided in the specifications - or reasonably inferable from those documents - all without the provision of additional compensation and extensions of time.
18. The Owner's abandonment of the contract provisions by selectively enforcing provisions only when the circumstances may have been favorable to the Owner.
19. Failure on the part of the Owner and its design consultants to reasonably, with impartiality (on the part of the Architect), to interpret and administer the Contract Documents.
20. Failure to extend the contract completion dates and compensate Claimants for delay costs and damages.

C. Damages.

As a result of the above described errors, omissions, failures and breaches of the Owner or those for which the Owner is responsible, Balfour Beatty and its subcontractors have incurred additional costs far in excess of what has been paid due to delays, disruptions, accelerations, impacts, interferences and extra work in the aggregate of \$17,045,850.67. The Claim Amount is comprised of the following components:

- | | |
|--|--------------|
| 1. Additional GC costs incurred during the contract period | \$828,278.00 |
|--|--------------|

Balfour Beatty Construction

2. GC costs incurred during the extended period	\$2,484,523.00
3. Change Orders, RCOs, CCDs and pending changes	\$2,385,404.08
4. Contract Balance Through OCO 20	\$1,526,582.75
5. Retention	\$3,460,943.04
6. Subcontractor Claims	\$6,367,621.31
7. Builder's Risk Claims	\$182,239.00
8. *Subguard (1.25%)	\$79,595.27
9. **Fee and General Liability (4.75%)	\$459,820.06
10. Interest	TBD
11. Claim costs and attorneys' fees	<u>TBD</u>
12. Total	\$17,775,006.51

D. Reservation.

This Claim by Balfour Beatty and its subcontractors is not intended to be the final claim or to include all elements and damages. Claimants reserve any and all rights and remedies to which they are entitled under the Contract or applicable law and reserve the right to supplement and/or revise any aspect of this Claim in the future.

E. Closing.

Balfour Beatty and its subcontractors wish to resolve this matter and these claims with the Owner, whether it be informally or through the dispute resolution process prescribed by the contract documents that were principally drafted by the Owner. Collectively, we are prepared to present to the Owner materials and information that substantiate the contentions described above, and the costs that have been claimed. The Owner has received a hotel that far exceeds what was shown on the drawings and described in the specifications, and the Owner should pay for the direct and indirect costs incurred to upgrade the hotel to a heightened vision, all to deliver this Project to the Owner for its use and the enjoyment of its guests.

Sincerely,

BALFOUR BEATTY CONSTRUCTION, LLC

Cc:
Thomas Ryan, Metropolitan Life Insurance Company
Kimi Brown, Library and Associates
Jim Clements, Matrix
Jennifer Faulkinberry, Winford Lindsay Architect
Buck Lindsay, Winford Lindsay Architect
Marty Wall, Bennet Hospitality
Melissa Pense, Bennet Hospitality
Jeff Sandeen, Balfour Beatty Construction, LLC
David Stanton, Balfour Beatty Construction, LLC
Tim Spano, Balfour Beatty Construction, LLC
David Simonton, Balfour Beatty Construction, LLC
Nick Starcevic, Balfour Beatty Construction, LLC

DEFENDANT LIBRARY ASSOCIATES, LLC'S
TRIAL EXHIBIT #17

APPLICATION AND CERTIFICATE FOR PAYMENT

OWNER: LIBRARY ASSOCIATES, LLC.
17 Lockwood Drive, Suite 400
Charleston, SC 29401

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

CONTRACTOR: Balfour Beatty Construction, LLC
1930 Camden Rd
Charlotte, NC 28203

ARCHITECT: WINFORD LINDSAY ARCHITECT
344 West Pike Street
Lawrenceville, GA 30046
770-407-5796

CONTRACT: THE HOTEL AT MARION SQUARE
(Project #13026000)

AIA DOCUMENT G702

APPLICATION PERIOD FROM 09/01/2016 TO 09/30/2016

DISTRIBUTION TO:
☒ OWNER
☒ CONTRACTOR
☒ ARCHITECT
☒ ENGINEERS

VENDOR #: ARCHITECT'S PROJECT NO

CONTRACT DATE 2/18/2015
NTP DATE 3/19/2015
CONTRACT COMPL DATE 8/19/2017

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY				DEDUCTIONS	
Change Orders approved in previous months by Owner				ADDITIONS	
TOTAL				\$ 1,485,539.91	
approved this Month					
to		Date Approved			
\$				\$ 75,283.11	
TOTALS				\$ 75,283.11	
Net change by Change Order:				\$ -	
				\$ 1,560,823.02	

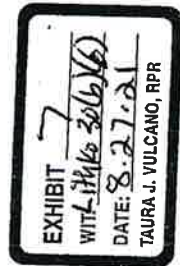
I, the undersigned Contractor, certify that to the best of the Contractor's knowledge and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for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

CONTRACTOR: Balfour Beatty Construction, LLC.

Rae P. Smith Date: 10/14/16

ARCHITECT'S CERTIFICATE FOR PAYMENT

I, the Architect, certify that to the best of the Architect's knowledge 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.



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

Continuation Sheet, AIA Document G703,

1. ORIGINAL CONTRACT SUM \$ 59,344,747.00
2. Net change by Change Orders \$ 1,560,823.02
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 60,905,570.02
4. TOTAL COMPLETED & STORED TO DATE \$ 22,173,165.11
(Column G on G703)
5. RETAINAGE:

a. 10 % of Completed Work	\$ 2,070,099.73
b. 10 % of Stored Materials	\$ 10,272.10
6. TOTAL EARNED LESS RETAINAGE \$ 2,080,371.83
(Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 18,132,042.11
8. CURRENT PAYMENT DUE \$ 1,960,751.17
9. BALANCE TO FINISH, PLUS RETAINAGE \$ 40,812,776.74
(Line 3 less Line 6)

State of: South Carolina County of: Charleston

Subscribed and sworn to before me this 14 day of October 2016

Notary Public: *Guay W. W.*

My commission expires: 04-04-2022

AMOUNT CERTIFIED

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

ARCHITECT: WINFORD LINDSAY ARCHITECT

By: *W. J. Faulkner* Date: 10.19.16

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

G702-1983



CONTINUATION SHEET	PROJECT #	PROJECT NAME	APPLICATION NO.	PERIOD TO WHICH PERIOD TO
13028000	THE HOTEL AT MARION SQUARE CHARLESTON, SC	0 LIBRARY ASSOCIATES, LLC.	18	09/01/2016 09/30/2016

LINE	A	B	C	D			E		F	G	H	I	J
				COMMITMENT VALUES			WORK COMPLETED						
				ORIGINAL AMOUNT	CHANGE ORDERS	BUDGET TRANSFERS	FROM PREVIOUS APPLICATION	THIS PERIOD					
			-1-	-2-		-3-				(D+E)	(F/G)	(G-I)	
1	GC'S	GENERAL CONDITIONALS (28 months)	3,218,855.00		2,447.00	3,218,302.00	1,893,090.50	114,087.69		2,087,879.24	64.2%	1,151,323.76	205,797.82
2													
3													
4	GENERAL	SUBCONTRACTS / COST OF WORK											
5	00A	STAGING AND LOGISTICS	821,074.00			821,074.00	345,871.19	1,818.21		347,689.40	42.2%	473,384.60	34,768.94
6	01A	GENERAL TRADES	875,633.00			875,633.00					0.0%	875,633.00	
7	SITE												
8	02A	SITING	1,632,494.00			1,632,494.00	1,340,217.73	7,726.89		1,340,944.63	83.8%	285,783.42	134,894.46
9	02J	HARDSCAPE, LANDSCAPE & IRRIGATION	317,215.00			317,215.00					0.0%	317,215.00	
10	02K	SITE DEMOLITION ALLOWANCE	80,000.00			80,000.00	57,509.27			57,509.27	71.9%	22,490.73	5,750.69
11	STRUCTURE												
12	02L	CEEP FOUNDATIONS	2,226,514.00			2,226,514.00	1,749,847.00	26,431.00		1,776,278.00	78.9%	450,336.00	177,027.40
13	03A	CAST-IN-PLACE CONCRETE	7,397,893.00			7,397,893.00	6,419,373.18	389,134.78		6,808,507.96	92.1%	581,596.75	680,850.40
14	04A	MASONRY, CMU & CAST STONE	2,376,350.00			2,376,350.00	312,850.00	213,650.00		526,500.00	22.2%	1,859,827.26	52,850.00
15	05A	MISC. METALS	2,474,750.00			2,474,750.00	689,520.00	3,000.00		7,800.00	28.1%	1,785,727.00	70,712.00
16	SHELL												
17	07A	ROOFING	855,694.00			855,694.00	134,729.00			95,121.00	28.9%	625,944.00	22,985.00
18	07B	WATERPROOFING / CALLKING	742,000.00			742,000.00	489,003.24			489,003.24	66.4%	292,556.76	46,800.32
19	07C	STUCCO	973,038.00			973,038.00	1,060,284.38	2,822.18		2,822.18	0.3%	1,057,462.20	282.22
20	007F	FIREPROOFING	7,560.00			7,560.00					0.0%	7,560.00	
21	07X	FIRESTOPPING	26,000.00			26,000.00					0.0%	26,000.00	
22	08F	GLASS (Heads Jimenez and Polished Steel Stairfront)	1,283,597.00			1,283,597.00	252,918.00			252,918.00	19.7%	1,030,679.00	25,281.40
23	08H	INTERIOR GLAZING	1,154,577.00			1,341,000.50	73,275.00	55,000.00		128,275.00	9.6%	1,212,725.50	12,827.50
24	08I	WINDOWS	740,395.00			740,395.00					0.0%	740,395.00	
25	13C	FABRIC AWYINGS	12,000.00			12,000.00					0.0%	12,000.00	
26	INTERIORS												
27	04A	MASONRY - INTERIOR CAST STONE	250,000.00			250,000.00					#DIV/0!		
28	04A	INTERIORS ORNAMENTAL METALS	230,000.00			230,000.00					0.0%	230,000.00	
29	05A	ROUGH CARPENTRY	211,677.00			211,677.00					0.0%	211,677.00	
30	08D	DOORS, FRAMES, AND HARDWARE	1,505,745.00			1,502,652.72	22,880.84			34,776.69	2.2%	1,557,854.13	3,477.86
31	08R	SPECIAL DOORS	389,897.00			389,897.00	14,000.00			14,000.00	3.9%	345,897.00	1,400.00
32	09X	SNAKE CONTAINMENT BARRIER	13,353.00			13,353.00					0.0%	13,353.00	
33	09A	METAL STUD FRAMING & DRYWALL / ACOUSTICAL CEILINGS	3,717,093.00			3,716,178.00	189,593.26			361,093.26	9.7%	3,355,084.64	36,108.34
34	10A	SPECIAL TIES	606,891.00			606,891.00					0.0%	606,891.00	
35	10C	OPERABLE PARTITIONS	83,437.00			83,437.00					0.0%	83,437.00	
36	11A	EQUIPMENT (PARKING LIFT)	481,755.00			481,755.00					0.0%	481,755.00	
37	13A	POOL	365,864.00			368,314.00	169,365.00			90,702.20	18.8%	287,632.80	9,070.22
38	14A	ELEVATORS	1,475,215.00			1,475,215.00	682,669.00			168,385.00	42.9%	226,849.00	16,636.50
39	14B	WHEEL CHAIR LIFT	15,000.00			15,000.00				682,089.00	44.9%	813,180.00	66,205.90
40	MEP										0.0%	15,000.00	
41													
42	13E	HVAC & PLUMBING	8,018,142.00			8,017,942.00	2,314,383.13			3,039,207.62	37.6%	5,038,134.16	303,320.76
43	15D	FIRE PROTECTION	465,820.00			466,320.00	126,544.50			161,745.50	34.6%	305,774.50	16,174.55
44	16A	ELECTRICAL	3,963,792.00			4,032,928.86	835,286.47			1,094,606.47	26.8%	2,839,323.39	106,606.65
45	FINISHES												
46	05B	FINISH CARPENTRY & CUSTOM MILLWORK									0.0%	2,105,485.00	
47	09B	FLOORING	2,105,485.00			2,105,485.00					0.0%	2,105,485.00	
48	09D	PAINTING & WALLCOVER	397,147.00			378,062.00					0.0%	378,062.00	
49	09E	STONE & HARD TILE	619,814.00			631,794.00					0.0%	631,794.00	
50	00C 1	RCO 1, RCO 4, RCO 6, RCO 8, RCO 10, RCO 12	3,648,850.00			3,598,850.00				28,022.00	0.8%	3,539,628.00	2,902.20
51	00C 2	RCO 3, RCO 7, RCO 11, RCO 15, RCO 32				103,723.35					0.0%	103,723.35	
52	00C 3	RCO 14, RCO 27R1, RCO 28R1, RCO 29R1				(586.03)					0.0%	(586.03)	
53	00C 4	RCO 17R1, RCO 40				964,673.00					0.0%	964,673.00	
54	00C 5	RCO 22, RCO 28, RCO 33, RCO 41, RCO 50, RCO53, RCO 66, RCO 68, RCO 77, RCO 81				(12,874.65)					0.0%	(12,874.65)	
		SUBTOTAL	55,649,538.00			57,151,950.42	18,256,062.73	1,888,492.01		20,144,975.74	34.6%	36,745,984.68	2,034,037.57

CONTINUATION OF SCHEDULE A - SCHEDULE FOR PAYMENT
The following amounts are shown in the schedule for payment.
The amounts shown in the schedule for payment are based on the amounts shown in the schedule for payment.
The amounts shown in the schedule for payment are based on the amounts shown in the schedule for payment.

PROJECT # 13026000
THE HOTEL AT MARION SQUARE
CHARLESTON, SC
LIBRARY ASSOCIATES, LLC.

APPLICATION NO.
PERIOD FROM
PERIOD TO

18
09/01/2016
09/30/2016

CONTINUED

LINE	WORK DESCRIPTION	COMMITMENT VALUES		WORK COMPLETED		TOTAL COMPLETE AND STORED TO DATE (D + E)	% COMPLETE (F/C3)	BALANCE TO FINISH (C3 - F)	RETAINAGE
		ORIGINAL AMOUNT	CHANGE ORDERS	BUDGET TRANSFERS	CURRENT AMOUNT	FROM PREVIOUS APPLICATION			
54	CONSTRUCTION CONTINGENCY (2.25%)	1,000,000.00	-	-	1,000,000.00	-	0.0%	1,000,000.00	-
55	SPECIALTY SPACE SUPERVISION - NBM	100,000.00	-	-	100,000.00	-	0.0%	100,000.00	-
56	GENERAL LIABILITY INSURANCE (1%)	592,280.00	16,902.55	-	612,182.55	612,182.55	100.0%	(0.00)	-
57	SUBGUARD (1.25%)	670,160.00	20,320.85	-	690,480.85	690,480.85	100.0%	(0.00)	-
	SUBTOTAL	59,076,066.00	1,519,230.81	-	59,595,296.81	19,598,730.53	38.3%	37,947,573.07	2,034,497.57
58	FEE (2.5%)	1,451,902.00	41,572.41	-	1,493,474.41	49,654.80	30.7%	1,034,721.84	45,874.26
	TOTAL CONSTRUCTION COST	59,527,968.00	1,560,803.22	-	61,083,791.02	19,647,815.30	36.2%	38,952,404.91	2,080,371.83
59	PRECONSTRUCTION FEE	66,779.00	1,560,823.02	-	61,155,570.02	66,779.00	100.0%	-	-
	TOTAL COST WITH PRECON	59,594,747.00	1,560,823.02	-	61,155,570.02	20,034,597.30	36.2%	38,982,404.91	2,080,371.83
60	BUYOUT REDUCTION CONTRIBUTION	(230,000.00)	1,560,823.02	-	60,905,570.02	20,034,597.30	36.4%	38,732,404.91	2,080,371.83
	GRAND TOTAL	59,364,747.00	1,560,823.02	-	60,905,570.02	20,034,597.30	36.4%	38,732,404.91	2,080,371.83

APPLICATION AND CERTIFICATION FOR PAYMENT

Barn

jr Bantly

AIA DOCUMENT G702

PAGE ONE OF THREE PAGES
L6593

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

FROM CONTRACTOR:
Libbco Contracting, LLC
P.O. BOX 270
MONROE, OH 45050

PROJECT: HOTEL AT MARION SQUARE

APPLICATION NO: 15

PERIOD TO: 9/30/2016

PROJECT NO: #13025000

Distribution to:

☒	OWNER
☒	ARCHITECT
☒	INSPECTOR

VIA ARCHITECT:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract Confirmation Sheet, AIA Document G700, 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.

1. ORIGINAL CONTRACT SUM
2. Net change by Change Orders
3. CONTRACT SUM TO DATE (Line 1 + 2)
4. TOTAL COMPLETED & STORED TO DATE (Claims if on G700)
5. RETAINAGE
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)
7. LISS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)
8. CURRENT PAYMENT DUE
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)

\$	7,019,990.00
\$	451,039.96
\$	7,471,029.96
\$	6,808,507.96
\$	680,850.80
\$	6,127,657.16
\$	5,777,435.80
\$	500,221.30
\$	1,443,372.80

DISTRICT: By: R. Bantly Date: 9/19/2016
By: BELLEVO CONSTRUCTION Date: _____
By: _____ Date: _____
By: _____ Date: _____
By: _____ Date: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT REQUESTED: \$ 500,221.30

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

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	\$412,946.18	\$0.00
Total approved this Month	\$18,083.78	\$0.00
TOTALS	\$431,029.96	\$0.00
NET CHANGES by Change Order	\$431,029.96	

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

CONTINUATION SHEET

ALL AMOUNTS (TOTAL, APPLICATION AND FINANCIAL) ARE FOR PAYMENT, INCLUDING
IN LATE FEE, AND ARE NOT TO BE PAID TO THE CONTRACTOR.
The Common Pleas Court's value is the final amount for the work.

APPLICANT'S NAME
APPROVAL DATE
PROJECT NO.

16
01/20/2018
01020246

L5593

Ballroom Beauty Project

132,000.00

ITEM	DESCRIPTION	CONTRACTOR	SCHEDULED VALUE	TOTAL CHANGE ORDERS	REVISED CONTRACT	WORK COMPLETED FROM PREVIOUS APPLICATION	WORK COMPLETED THIS PERIOD (J - E)	MATERIALS PRESENTLY STORED NOT IN DOR E	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (D + G)	BALANCE TO FINISH (G - G)	RETAINAGE
1	Subcontract		\$ 20,000.00		20,000.00	20,000.00			20,000.00	100.00%	0.00%	2,000.00
2	Mechanical		\$ 30,000.00		30,000.00	30,000.00			30,000.00	100.00%	0.00%	3,000.00
3	Robot Materials		\$ 815,000.00		815,000.00	815,000.00			815,000.00	100.00%	32,414.00	77,988.00
4	Pool Trenching		\$ 276,000.00		276,000.00	276,000.00			276,000.00	100.00%	40,000.00	23,600.00
5	Concrete Work		\$ 167,000.00		167,000.00	167,000.00			167,000.00	100.00%	0.00%	16,700.00
6	Foundations		\$ 760,000.00		760,000.00	760,000.00			760,000.00	100.00%	0.00%	36,000.00
7	Site on grade		\$ 360,000.00		360,000.00	360,000.00			360,000.00	100.00%	0.00%	45,870.00
8	Elevated Sub 1		\$ 458,700.00		458,700.00	458,700.00			458,700.00	100.00%	0.00%	8,600.00
9	Walls Lift 1		\$ 86,000.00		86,000.00	86,000.00			86,000.00	100.00%	0.00%	6,600.00
10	Columns Lift 1		\$ 66,000.00		66,000.00	66,000.00			66,000.00	100.00%	0.00%	6,600.00
11	Elevated Sub 2		\$ 462,000.00		462,000.00	462,000.00			462,000.00	100.00%	0.00%	46,200.00
12	Walls Lift 2		\$ 106,000.00		106,000.00	106,000.00			106,000.00	100.00%	0.00%	10,600.00
13	Columns Lift 2		\$ 67,000.00		67,000.00	67,000.00			67,000.00	100.00%	0.00%	6,700.00
14	Elevated Sub 3		\$ 447,000.00		447,000.00	447,000.00			447,000.00	100.00%	0.00%	44,700.00
15	Walls Lift 3		\$ 86,500.00		86,500.00	86,500.00			86,500.00	100.00%	0.00%	8,650.00
16	Columns Lift 3		\$ 57,000.00		57,000.00	57,000.00			57,000.00	100.00%	0.00%	5,700.00
17	Elevated Sub 4		\$ 370,250.00		370,250.00	370,250.00			370,250.00	100.00%	0.00%	37,025.00
18	Walls Lift 4		\$ 67,000.00		67,000.00	67,000.00			67,000.00	100.00%	0.00%	6,700.00
19	Columns Lift 4		\$ 38,000.00		38,000.00	38,000.00			38,000.00	100.00%	0.00%	3,800.00
20	Elevated Sub 5		\$ 378,050.00		378,050.00	378,050.00			378,050.00	100.00%	0.00%	37,805.00
21	Walls Lift 5		\$ 63,000.00		63,000.00	63,000.00			63,000.00	100.00%	0.00%	6,300.00
22	Columns Lift 5		\$ 38,000.00		38,000.00	38,000.00			38,000.00	100.00%	0.00%	3,800.00
23	Elevated Sub 6		\$ 374,050.00		374,050.00	374,050.00			374,050.00	100.00%	0.00%	37,405.00
24	Walls Lift 6		\$ 58,000.00		58,000.00	58,000.00			58,000.00	100.00%	0.00%	5,800.00
25	Columns Lift 6		\$ 38,000.00		38,000.00	38,000.00			38,000.00	100.00%	0.00%	3,800.00
26	Elevated Sub 7		\$ 209,050.00		209,050.00	209,050.00			209,050.00	100.00%	0.00%	20,905.00
27	Walls Lift 7		\$ 58,000.00		58,000.00	58,000.00			58,000.00	100.00%	0.00%	5,800.00
28	Columns Lift 7		\$ 38,000.00		38,000.00	38,000.00			38,000.00	100.00%	0.00%	3,800.00
29	Elevated Sub 8		\$ 38,000.00		38,000.00	38,000.00			38,000.00	100.00%	0.00%	3,800.00
30	Walls Lift 8		\$ 209,050.00		209,050.00	209,050.00			209,050.00	100.00%	0.00%	20,905.00
31	Columns Lift 8		\$ 58,000.00		58,000.00	58,000.00			58,000.00	100.00%	0.00%	5,800.00
32	Elevated Sub 9		\$ 33,000.00		33,000.00	33,000.00			33,000.00	100.00%	0.00%	3,300.00
33	Walls Lift 9		\$ 209,050.00		209,050.00	209,050.00			209,050.00	100.00%	0.00%	20,905.00
34	Columns Lift 9		\$ 53,000.00		53,000.00	53,000.00			53,000.00	100.00%	0.00%	5,300.00
35	Formwork Rental for August & September		\$ 125,000.00		125,000.00	125,000.00			125,000.00	100.00%	0.00%	12,500.00
36	Stairs		\$ 50,000.00		50,000.00	50,000.00			50,000.00	100.00%	0.00%	5,000.00
37	Trenching and Pads		\$ 40,000.00		40,000.00	40,000.00			40,000.00	100.00%	0.00%	4,000.00
38	SOH2		\$ 20,000.00		20,000.00	20,000.00			20,000.00	100.00%	0.00%	2,000.00
39	Punch		\$ 140,400.00		140,400.00	140,400.00			140,400.00	100.00%	0.00%	14,040.00

CONTINUATION SHEET

AMERICAN INC. AFFIDAVIT AND CERTIFICATION OF THE FIDELITY OF CONTRACTORS
Contractor's signed affidavit is attached.
The contractor has been awarded the contract for the above project.
The contractor has been awarded the contract for the above project.

AMERICAN INC.

in Realty

L-5593											
BID PACKAGE #	CONTRACTOR	SCHEDULED VALUE	TOTAL CHANGE ORDERS	REVISED CONTRACT	WORK COMPLETED		MATERIALS PRESENTLY STORED AND IN DOCK	TOTAL COMPLETED AND STORED TO DATE	%	BALANCE TO FINISH	REMARKS
					FROM PREVIOUS APPLICATION	THIS PERIOD					
					(D-R-F)	(H-P)	(D-R-F)	(D-R-F)		(C-D)	
40	CO #1		8,988.75	8,988.75	8,988.75				100.00%		
41	CO #2	\$	20,000.00	20,000.00	20,000.00			20,000.00	100.00%		899.80
42	CO #3		25,000.00	25,000.00	25,000.00			25,000.00	100.00%		2,000.00
43	CO #4		9,939.78	9,939.78	9,939.78			9,939.78	100.00%		2,500.00
44	CO #5		3,745.32	3,745.32	3,745.32			3,745.32	100.00%		953.98
45	CO #6		7,975.46	7,975.46	7,975.46			7,975.46	100.00%		374.93
46	CO #7		25,000.00	25,000.00	25,000.00			25,000.00	100.00%		797.55
47	CO #8		50,000.00	50,000.00	50,000.00			50,000.00	100.00%		2,500.00
48	CO #9		30,422.49	30,422.49	30,422.49			30,422.49	100.00%		5,000.00
49	CO #10		50,000.00	50,000.00	50,000.00			50,000.00	100.00%		3,042.25
50	CO #11		40,103.98	40,103.98	40,103.98			40,103.98	100.00%		5,000.00
51	CO #12		50,000.00	50,000.00	50,000.00			50,000.00	100.00%		4,910.40
52	CO #13		43,700.35	43,700.35	43,700.35			43,700.35	100.00%		5,000.00
53	CO #14		8,056.04	8,056.04	8,056.04			8,056.04	100.00%		4,370.04
54	CO #15		40,000.00	40,000.00	40,000.00			40,000.00	100.00%		605.00
55	CO #16		2,937.00	2,937.00	2,937.00			2,937.00	100.00%		4,000.00
56	CO #17		4,686.08	4,686.08	4,686.08			4,686.08	100.00%		293.70
57	CO #18		30,470.70	30,470.70	30,470.70			30,470.70	100.00%		466.51
58	CO #19										
59	CO #20										3,047.07
GRAND TOTALS			7,019,980.00	451,039.96	7,471,029.96	6,419,373.18	389,134.78	6,860,507.96	96.39%	662,522.00	680,850.00

L6593

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

KNOW ALL MEN BY THESE PRESENTS:

That LITHKO CONTRACTING, LLC (the "Lienor") for and in consideration of the payment of the sum of \$ 350,221.30 and other good and valuable consideration paid by Balfour Beatty Construction, LLC (the "Contractor") or Library Associates, LLC ("Owner"), receipt of which is hereby acknowledged, hereby releases, waives and quit claims to Contractor, the Owner, and their respective successors and assigns, all liens, lien rights, claims or demands of any kind whatsoever, which Lienor now has or might have against Contractor and/or Owner and/or the buildings and improvements on the premises legally described as: See Exhibit "A" attached hereto (the "Property") on account of labor and services performed and/or material furnished for the construction of any improvements thereon; except for retention, and open change order requests, claims or disputes identified as follows:

NONE

That the undersigned has the right and authority to execute this Conditional Partial Waiver and Release of Lien on behalf of the Lienor. That this is a waiver of all lien rights and other claims which Lienor has against the Property, the Contractor, and the Owner for all labor, material and services performed thereon, including all extras and change orders, that all laborers retained or employed by the Lienor for construction of improvements on the Property, all suppliers and sub-contractors of Lienor who have furnished labor, material and services for the undersigned for the construction of improvements on the Property, and all labor, services and materials used by the undersigned in the construction of said improvements, have been will be paid in full for work performed or materials supplied, up to and including the 30TH day of SEPTEMBER, 2016, excluding the items identified hereinabove, if any.

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

IN WITNESS THEREOF, I have hereunto set my hand seal this 29TH day of SEPTEMBER, 2016.

Signed, sealed and delivered
in the presence of:

Amanda Oliver

Signature Amanda Oliver
Billing Coordinator

Print Name & Title

LITHKO CONTRACTING, LLC

a corporation

Rosetta Barnes

Signature

ROSETTA BARNES, BILLING COORDINATOR
Print Name & Title

STATE OF OHIO

COUNTY OF WARREN

The foregoing instrument was acknowledged before me this 29TH day of SEPTEMBER, 2016, by ROSETTA BARNES, BILLING COORDINATOR of LITHKO CONTRACTING, LLC, a corporation on, on behalf of the corporation. He/she is personally known to me or has produced N/A (type of identification) as identification.



TRACEY L. ABRAMS
Notary Public, State of Ohio
My Commission Expires
June 23, 2017
Commission # 2012-RE-110265

Tracey L. Abrams
NOTARY PUBLIC, STATE OF OHIO

DEFENDANT LIBRARY ASSOCIATES, LLC'S
TRIAL EXHIBIT #18



Nick Starcevic

Career Path to Balfour Beatty Hotel Bennett Project Manager



2009: 22 Years old
Graduates Chapel Hill
B.S. Management & Society

8 Months
Clear Channel
Radio Ad Sales

November 2010: 23 years old
Hourly as Balfour Beatty Project Coordinator
First project: Rooftop A/C Unit Install
Training Courses: None

Late 2011: 24 years old
Balfour Beatty Project Engineer
Tenant Upfit for 1 BAC Bank Tower
Bank of America in Charlotte
Training Courses: Lunch & Learns

2012-2014: 25-27 years old
Balfour Beatty Senior Project Engineer
Merrill Lynch interior upfit
FF&E

2014-2015: 27-28 years old
Balfour Beatty Assistant Project Manager
Daniel Island: Simmons Park Apartments
Wood frame construction

May 2015: 28 Years Old
Balfour Beatty Project Manager
Hotel Bennett
\$60,000,000 Luxury Hotel

2009

2010

2011

2012

2013

2014

2015

DEFENDANT LIBRARY ASSOCIATES, LLC'S
TRIAL EXHIBIT #19

CHANGE ORDERJOB/S/C # 13026000 - 041
Vendor# 3715721

40

To CONTRACT dated June 29, 2015DATE of this Change Order April 23, 2019To: SBC Group, LLC dba Merit Professional
Coatings-Charleston
1470 Ben Sawyer Blvd
Suite 16
Mt. Pleasant, SC 29464
Scott McCormackPREVIOUS CONTRACT AMOUNT \$1,140,342.11ADD/DEDUCT for this C.O. \$19,319.11

JOB: Hotel at Marion Square

AT: Charleston, SC 29403

NEW CONTRACT AMOUNT \$1,159,661.22

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
3274	Quantum - COR 118 - T&M Repaint	\$19,319.11	400.50991000.40

This COR includes miscellaneous T&M items from 11/5/18 to 11/26/18. It incorporates a wide variety of trades including Watson, PWI, David Allen and PASCO. This change order settles outstanding cost items identified in Quantum's COR 118 as shown on the marked up "COR #118 T&M Repaint 11-5-18 (BBC Mark Ups).pdf". Quantum acknowledges that the subcontractors have reserved their right to review these CORs and any adjustments with the back charged subcontractors will be corrected in a subsequent change order(s) to Quantum (SBC Group, LLC dba Merit Professional Coatings - Charleston).

Total Add to this Contract as a result of this Change Order is **\$19,319.11, Nineteen thousand three hundred nineteen dollars and eleven cents** which includes all applicable sales tax.

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

Code: 400.50991000.40

RCO No.:

OCO No.:

S.F.R.N.

BUL: _____

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

ACCEPTED:

SBC Group, LLC dba
Merit Professional Coatings-Charleston

By _____

Print Name _____

Title _____

Date _____

ACCEPTED:

BALFOUR BEATTY CONSTRUCTION, LLC

By _____

Nick Starcevic

Title Project Manager

Date _____



DEFENDANT LIBRARY ASSOCIATES, LLC'S
TRIAL EXHIBIT #20

Message

Subject: Follow Up from Call - HMS

To be clear. If its in the claim column, it is a number received from the subs that says either delay claim, claim, or GC extension. The "design / owner" column is my interpretation of whether it's an owner / design issue and should be included in the claim. These numbers are supported in the risk register, I also carried them over to the consolidate claim tab on the attached. I am not very confident in this number as I don't know whether or not these subs are going to join in our claim, support the claim, or even corroborate that they are owner / design issues.

Consolidated Sub Claim Numbers				
Subcontractor	Title of Claim	Claim Numbers	Design / Owner	Notes
BMCC	Claim	\$ 6,539,992.00		
Watson	Claim	\$ 1,604,913.00		"At least \$1,604,913.00" in their claim response
Precision Walls	Claim	\$1,238,325.00		
Lithko	Delay Claim	\$449,401.20	\$ 35,835.06	
David Allen	Extended GCs	\$ 222,359.00	\$ 88,796.00	
ONSM	Claim	\$ 1,056,804.00		
PASCO	Extended GCs for L7 and L9 Delay	\$ 6,550.00	\$ 24,230.81	
Gulf Stream			\$ 31,315.12	
Lithko				
MSI			\$ 121,566.00	
Tate			\$ 18,194.00	
LCCM			\$ 113,665.00	Includes Change Orders we've written them
Cook & Boardman			\$ 45,367.00	Includes Change Orders we've written them
SEAS			\$ 37,894.00	Owner rejected / disputes this COR
1st Choice			\$ 23,733.00	
Premier Exteriors			\$ 26,470.93	Doesn't include wall prep for spec gap
Quantum			\$ 48,923.00	Not confident about this number
Warco			\$ 12,120.00	
Trimark			\$ 2,655.00	
Westley			\$ 405,133.73	
Subtotal		\$11,118,344.20	\$1,035,898.65	
TOTAL		\$	12,154,242.85	

Nick Starcevic



BBC_EMAILS_00590106

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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DEFENDANT LIBRARY ASSOCIATES, LLC'S
TRIAL EXHIBIT #21

Message

From: Ledford, Ryan [Rledford@Balfourbeattyus.com]
 Sent: 9/19/2017 3:31:44 PM
 To: Eldridge, Johnny [JEldridge@Balfourbeattyus.com]
 CC: Pieniak, Shanti [SPieniak@Balfourbeattyus.com]
 Subject: FW: MHS Walk Through Feedback
 Attachments: Watson_Open_Issues_List_(9-19-17).pdf

FYI

Ryan Ledford | Sr. Project Engineer
 mobile: (828)545-7759 | email: rledford@balfourbeattyus.com
 Balfour Beatty Construction | 306 Meeting St. Suite 300, Charleston, SC 29401
ZERO HARM Make Safety Personal

Balfour Beatty
 Construction

Build to Last
 Lean. Expert. Trusted. Safe.

From: Ledford, Ryan
 Sent: Tuesday, September 19, 2017 4:25 PM
 To: Stanton, David <DStanton@Balfourbeattyus.com>
 Cc: Spano, Tim <tims Spano@Balfourbeattyus.com>; Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>
 Subject: RE: MHS Walk Through Feedback

David,

See attached BIM360 list for Watson's open items. There are probably a few items on the lower floors that can be marked as complete, but I know 6th and 7th floor are up to date as of 3pm today. While Kevin does attempt to stay on top of the issues, it is obvious that Watson, and other trades are overwhelmed by the amount of work to complete they simply don't have enough manpower to handle the activities at hand.

As you know, it's a red herring to state that design issues are holding up work. The design issues are probably less than 10% of the list. The bulk of the list contains issues like fire caulking, moving outlets or lights that were not installed per the dimensions on the contract drawings, missing (or covered up) devices. there are over 66 issues (that we have caught so far) just on level 7, just to allow us to get an overhead inspection.

It is due to poor QC that we are in the position now where multiple trades must be involved to fix these issues and disrupt the flow of work. BBC has tried to help by going above and beyond, logging literally thousands of issues into BIM360 trying to spoon feed these guys and help push the job. Johnny and I have been on 6th and 7th floor constantly trying to help work these items off the list, but it's clear more qualified help is needed by Watson.

Please let me know if you need anything else.

Thanks,

Ryan Ledford | Sr. Project Engineer
 mobile: (828)545-7759 | email: rledford@balfourbeattyus.com
 Balfour Beatty Construction | 306 Meeting St. Suite 300, Charleston, SC 29401
ZERO HARM Make Safety Personal



BBC_EMAILS_00750043

From: Stanton, David
Sent: Tuesday, September 19, 2017 3:44 PM
To: Ledford, Ryan <RLedford@Balfourbeattyus.com>
Cc: Spano, Tim <timspano@Balfourbeattyus.com>; Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>
Subject: FW: MHS Walk Through Feedback

Ryan – can you send me all open items that Watson has on BIM 360.

David Stanton CHC, 
office: 704.295-4746 | cell: 704.506-0977 | fax: 704.319.4001 | email: dstanton@balfourbeattyus.com
Balfour Beatty Construction | 1930 Camden Road, Suite 280, Charlotte, NC 28203
Connect with us: [Facebook](#) | [Twitter](#) | [YouTube](#) | [LinkedIn](#)
ZERO HARM Make Safety Personal

From: Winovich, Dale [<mailto:DWinovich@watsonelec.com>]
Sent: Tuesday, September 19, 2017 3:28 PM
To: Stanton, David <DStanton@Balfourbeattyus.com>
Cc: Brittelli, William <WBrittelli@watsonelec.com>; Farmer, David <DFarmer@watsonelec.com>; Sloan, Kevin <KSloan@watsonelec.com>; Lewis, Everette <ELewis@watsonelec.com>; Spano, Tim <timspano@Balfourbeattyus.com>; Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>
Subject: MHS Walk Through Feedback

David,

Per my walk through this morning it is clear that the project is still struggling to establish a work flow and sequence. We continue to be re-tasked to multiple different areas when changes, design detail clarifications, or predecessor work is completed or clarified.

As far as the Level 6, we have had our overhead and in wall inspection since the beginning of September. I'm not sure how the feedback is that we continue to fail inspections. That is inaccurate. We received an RFI on 09-16-17 to demo downlights in the manager's apartment which as of today is still being framed. We also received and priced SI 54 which will rework electrical in the kitchen of the manager's apartment. These are just typical and common examples of the work disruptions we are encountering every week, and are expected to accommodate with unplanned manpower.

Level 9 in wall is complete and as discussed and planned we are working on finishing overhead light fixtures and mechanical equipment.

In walking L9-L6 there is still incomplete or missing framing, as well as continual changes. There is FCU rework on going, soffit and miscellaneous wall framing/rework on going.

David, we can continue to go in circles as to who caused what issue but to say that we are lacking manpower and are responsible for incorrect work is over generalized. We continually reworking due to incorrect framing, design clarification and changes. After today's walk I have about a dozen pictures of work the was installed that is now hanging or removed with no notice. I also respectfully disagree with the notion that the schedule has activities over due by 30 days as change orders and rolling design issues are not effectively accounted for in the schedule.

BBC_EMAILS_00750044

If you would like to walk the jobsite Thursday after our executive meeting we can do so. I do agree that there are loose ends everywhere but I think we are ignoring the reasons why, and IF we can even complete the work with the information we have. And when I reference work flow and sequence it's not an accusation against BBC but reinforcement that the owner and design team have left loose ends of their own and disrupted ours, and BBC's work. Just let me know if you'll be in town Thursday to walk.

Respectfully,

Dale J Winovich, LEED AP BD & C
Project Manager
dwinovich@watsonelec.com
843-414-0700 Office
843-371-2265-Cell
Watson Electrical Construction Company



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DEFENDANT LIBRARY ASSOCIATES, LLC'S
TRIAL EXHIBIT #22

Balfour Beatty
Construction

Notice of Delay and Demand for Cure

Subcontractor: Old North State Masonry, LLC

Date: 16 December 2016

201 W. Matthews St.
Matthews, NC 28105

Project Name: The Hotel at Marion Square
Project No./Document No.: 13026000-020-01

Re: Notice of Delay and Demand for Cure to Old North State Masonry, LLC.

Subcontractor is in default of the Subcontract in that It has failed to:

- (X) fully perform and timely complete its work in accordance with the Subcontract (Art 1.A; Art. 4.)
- () comply with safety requirements and other Legal Requirements applicable to safety (Art. 1.C);
- () comply with Legal Requirements applicable to subcontractor's work (Art. 1.D.i.; Art. 5.A);
- (X) provide written assurances of complete and timely performance (Art. 1.D.ii);
- (X) coordinate its work with that of Contractor and all other subcontractors (Art. 3.C);
- () timely and fully pay laborers, taxes, subcontractors, vendors and the like in respect to the work (Art. 3.G);
- (X) furnish sufficient labor, equipment, materials and supervision required for the proper and complete performance of the work (Art. 3.H.i);
- (X) correct defects in the work (Art. 3.H.vii);
- (X) clean up daily from its operations as required (Art. 3.H.x);
- (X) protect its work and stored materials from damage and destruction; and/or avoid damage to the work or materials of other trades (Art. 3.H.xvi);
- () timely furnish submittals, shop drawings, O&M manuals and/or other required documents or materials (Art. 3.H.vi);
- (X) Other: Correct deficiencies in work in distributed Field Report "Q245 Hotel at Marion Square FR-2"

Demand is hereby made that Subcontractor commence and continue to cure the aforementioned default(s) within three (3) business days of receipt of this notice. Failure to cure any default shall entitle BBC to take those actions described in the Subcontract or any action permitted by law including, without limitation, the remedies set forth in Articles 5 and 11.

Balfour Beatty Construction, LLC

Nick R. Starcevic

(Signature)

Nick R. Starcevic

(Printed Name)

Project Manager

(Title)

Receipt Acknowledged by:



DEFENDANT LIBRARY ASSOCIATES, LLC'S
TRIAL EXHIBIT #23

Message

From: NStarcevic@Balfourbeattyus.com [NStarcevic@Balfourbeattyus.com]
Sent: 5/31/2017 8:28:55 PM
To: Spano, Tim [timspano@Balfourbeattyus.com]
CC: Ashe, Candice [CAshe@Balfourbeattyus.com]; Sandeen, Jeff [JSandeen@Balfourbeattyus.com]; Stanton, David [DStanton@Balfourbeattyus.com]
Subject: Re: Marion Square Satisfaction of Mechanics Lien

Candice,

We need to know if we have all required leases for Lithko through pay app 19. We need to hold some funds for potential back charges, but we can release most of their draws if all the required releases have been received.

Thanks,

Nick Starcevic | Balfour Beatty Construction
 Cell: 704.361.3265

On May 31, 2017, at 3:20 PM, Spano, Tim <timspano@Balfourbeattyus.com> wrote:

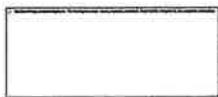
Candice, This is the final Lien release for Lithko's Pay app #16 for October 2016. We want to release this funding. Let us know if anything else is needed to cut the check. Thanks

Tim Spano | Sr. Project Manager **Carolina's**
 office: 843.974.4590 | mobile: 813.917.1656 | email: timspano@balfourbeattyus.com
 Balfour Beatty Construction | www.balfourbeattyus.com
 306 Meeting St., Suite 300, Charleston, SC 29401
Connect with us: [Facebook](#) | [Twitter](#) | [YouTube](#) | [LinkedIn](#)
 <image009.jpg>

From: Beech, Joshua [<mailto:beechj@lithko.com>]
Sent: Wednesday, May 24, 2017 7:43 AM
To: Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>; Spano, Tim <timspano@Balfourbeattyus.com>
Cc: Stanton, David <DStanton@Balfourbeattyus.com>; Rohrer, Michael <rohrerm@lithko.com>; Zeren, Will <zerenw@lithko.com>
Subject: FW: Marion Square Satisfaction of Mechanics Lien

Nick and Tim
 Please see the attached release of the mechanic lien from Doka.
 Thank you

Josh Beech LEED AP BD+C



843-520-6881 (Mobile)
beechj@lithko.com

Charleston Office:
 4 Carriage Lane Suite 306
 Charleston, SC 29407



BBC_EMAILS_00590120

DEFENDANT LIBRARY ASSOCIATES, LLC'S
TRIAL EXHIBIT #24

2016

Message

From: Spano, Tim [timspano@Balfourbeattyus.com]
Sent: 10/3/2016 9:10:24 AM
To: Starcevic, Nicholas [NStarcevic@Balfourbeattyus.com]; Ricci, Daniel [DRicci@Balfourbeattyus.com]
Subject: RE: Marion Square - lithko - Demand for Cure

Regardless of the pour look ahead, The loss of decking today will delay the structure and ability to pull the schedule in. That's on Lithko.

Tim Spano | Sr. Project Manager **Carolina's**
 office: 843.974.4590 | mobile: 813.917.1656 | email: timspano@balfourbeattyus.com
 Balfour Beatty Construction | www.balfourbeattyus.com
 306 Meeting St., Suite 300, Charleston, SC 29401
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Balfour Beatty
 Construction

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From: Starcevic, Nicholas
Sent: Monday, October 03, 2016 9:29 AM
To: Ricci, Daniel <DRicci@Balfourbeattyus.com>; Spano, Tim <timspano@Balfourbeattyus.com>
Subject: RE: Marion Square - lithko - Demand for Cure

Thanks Dan

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

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From: Ricci, Daniel
Sent: Monday, October 03, 2016 9:27 AM
To: Spano, Tim <timspano@Balfourbeattyus.com>
Cc: Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>
Subject: Re: Marion Square - lithko - Demand for Cure

As of right now they are continuing with vertical on east only. Not setting anymore deck. Still planning pour for Friday. Josh is in route to speak with you.

Dan Ricci
 Balfour Beatty Construction
 (704)400-2290

On Oct 3, 2016, at 8:07 AM, Spano, Tim <timspano@Balfourbeattyus.com> wrote:

Dan, we need updates on 8 East deck starting today. I have to keep the owner and Heuer apprised of the situation.
Thanks

Tim Spano | Sr. Project Manager **Carolina's**

office: 843.974.4590 | mobile: 813.917.1656 | email: timspano@balfourbeattyus.com

Balfour Beatty Construction | www.balfourbeattyus.com

306 Meeting St., Suite 300, Charleston, SC 29401

Connect with us: [Facebook](#) | [Twitter](#) | [YouTube](#) | [LinkedIn](#)

<image002.jpg>

From: Spano, Tim

Sent: Friday, September 30, 2016 7:44 PM

To: Mike Rohrer <rohrerm@lithko.com>

Cc: rogersa@lithko.com; Joshua Beech <beechj@lithko.com>; Heuer, John <JHeuer@Balfourbeattyus.com>; Sandeen, Jeff <JSandeen@Balfourbeattyus.com>; Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>; awindle@slk-law.com

Subject: Fwd: Marion Square - lithko - Demand for Cure

Mike, Please see attached 72 hour Demand for Cure pursuant to the contract. This Notice requires Lithko to Resume its full scope of work within 72 hours or Balfour Beatty Construction will by all means necessary have this work supplemented at the expense of Lithko Contracting, LLC. Balfour Beatty's formal response to Lithko's Letter received at 4:27 EST time on September 30, 2016 is forthcoming.

Tim Spano | Sr. Project Manager **Carolina's**

office: 843.974.4590 | mobile: 813.917.1656 | email: timspano@balfourbeattyus.com

Balfour Beatty Construction | www.balfourbeattyus.com

306 Meeting St., Suite 300, Charleston, SC 29401

Connect with us: [Facebook](#) | [Twitter](#) | [YouTube](#) | [LinkedIn](#)

<image002.jpg>

From: Rohrer, Michael [<mailto:rohrerm@lithko.com>]

Sent: Friday, September 30, 2016 4:27 PM

To: Spano, Tim <timspano@Balfourbeattyus.com>

Cc: Beech, Joshua <beechj@lithko.com>; Rogers, Andrew <rogersa@lithko.com>; awindle@slk-law.com

Subject: 6th Level Design Change

Tim

Please refer to the attached letter concerning the issue with the Design Changes on the 6th Level. If you have any questions, please do not hesitate to contact me

Mike Rohrer

Lithko Contracting, LLC.

Carolinas BURG

704.791.0025

WHO IS LITHKO?

<image001.png>

<1302600-14-02 Notice of Delay and Demand for Cure.pdf>

DEFENDANT LIBRARY ASSOCIATES, LLC'S
TRIAL EXHIBIT #25



July 14, 2016

Tim Spano
Balfour Beatty Construction
306 Meeting St
Suite 300
Charleston, SC 29401

Re: The Marion Square Hotel – Notice of Delay

Mr. Spano,

Please accept this letter as official notice of delay to the masonry scope of work. As of today we have demobilized from your job. When we arrived on your job Monday this week numerous areas were brought to you and your team's attention for rebar either completely missing or in the wrong place. This has not been corrected at this point. Other areas of delay are materials and post shores preventing us from stocking out and performing our work.

More importantly, while on site this week it has come to our attention that the grout pour holes (Detail S303-4) are missing in all the slabs currently poured. These are required at all vertical rebar locations to insure the top bond beam gets grouted and for the rebar to extend through. We cannot install and grout the CMU without these pour holes. Please provide Old North State Masonry with direction of how to proceed.

Toby Holloway has discussed all of these issues with you and your team while onsite this week.

In conclusion, Old North State Masonry will return to the site when these issues noted above are resolved. Please inform us when this is all taken care of and we will set up a meeting to come and walk the site with you and your team to verify. If all issues are resolved, we will schedule our crews to come back to the site and start the masonry.

Chip Venable

Chip Venable
Project Manager

Cc: Joe Anastasi
Cc: Toby Holloway
Cc: Nicholas Starcevic
Cc: Dan Ricci
Cc: Marty Dale
Cc: Peter Waterfield



P.O. Box 1260 201 W. Matthews St. Matthews, NC 28105 office: 704-971-4060 fax: 704-847-1187

BBC_EMAIL 01746025

Supp. R. 3234

DEFENDANT LIBRARY ASSOCIATES, LLC'S
TRIAL EXHIBIT #26



August 11, 2016

Tim Spano
Balfour Beatty Construction
306 Meeting Street
Suite 300
Charleston, SC 29401

Re: The Marion Square Hotel – 2nd Notice of Delay

Mr. Spano,

Please accept this letter as our official 2nd notice of delay to the masonry scope of work. Once we complete the basement and 1st floor CMU we will be de-mobilizing from the job. We still do not have a clear direction as to what is happening with the rebar. As an update to the job schedule we are still being delayed due to rebar on the 2nd floor not being installed per the drawings. This has caused a complete loss of production this week. The missing grout pour holes is impacting our grouting procedures. The last lift of CMU cannot be vibrated, as you cannot fit the vibrator down the last lift. We do understand your team is to have a conversation with the inspector, trying to resolve this issue. However, we are losing valuable time to the schedule due to the confusion of the rebar spacing, rebar not passing through the floor and our inability to vibrate the last lift of CMU. We expect your team to take lead on this and make sure all parties concerned have a clear understanding of the expectations structurally to get the CMU walls built. Toby Holloway will visit with your team once you have everything figured out and have clear direction ready to discuss.

X Chip Venable

Chip Venable
Project Manager

Cc: Joe Anastasi
Cc: Toby Holloway
Cc: Nicholas Starcevic
Cc: Dan Ricci
Cc: Marty Dale
Cc: Peter Waterfield



P.O. Box 1260 201 W. Matthews St. Matthews, NC 28105 office: 704-971-4060 fax: 704-847-1187

DEFENDANT LIBRARY ASSOCIATES, LLC'S
TRIAL EXHIBIT #27

Message

From: Simonton, David [dsimonton@balfourbeattyus.com]
Sent: 7/9/2018 8:16:00 PM
To: Starcevic, Nicholas [NStarcevic@Balfourbeattyus.com]
Subject: Re: Marion Square - Old North State Masonry

Ok. So they know about it. Was it all spent?

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

On Jul 9, 2018, at 9:15 PM, Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com> wrote:

Masonry wall prep. The stucco guys made us write them an allowance to bill against.

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>

<image002.jpg>

From: Simonton, David
Sent: Monday, July 9, 2018 9:14 PM
To: Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>
Subject: Re: Marion Square - Old North State Masonry

So what is the stucco allowance? They owe us for that?

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

On Jul 9, 2018, at 8:54 PM, Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com> wrote:

These are the back charges that I have, currently. Does not include any delays.

STUCCO PREP ALLOWANCE	\$100,000.00	\$100,000.00
WINDOW OPENING PATCHING	\$4,680.00	\$4,680.00
MASONRY WALLS RUBBING, CLEAN UP, PATCHING	\$32,500.00	\$32,500.00
BROKEN WINDOW	\$8,500.00	\$8,500.00
DEDUCT CMU AT CIP ARCH WALL ON L2	\$1,356.30	\$1,356.30
MOVE PRECAST FROM BASEMENT AND HUDSON TO SOUTH	\$5,650.00	\$5,650.00

Nick Starcevic
 Project Mgr | Balfour Beatty

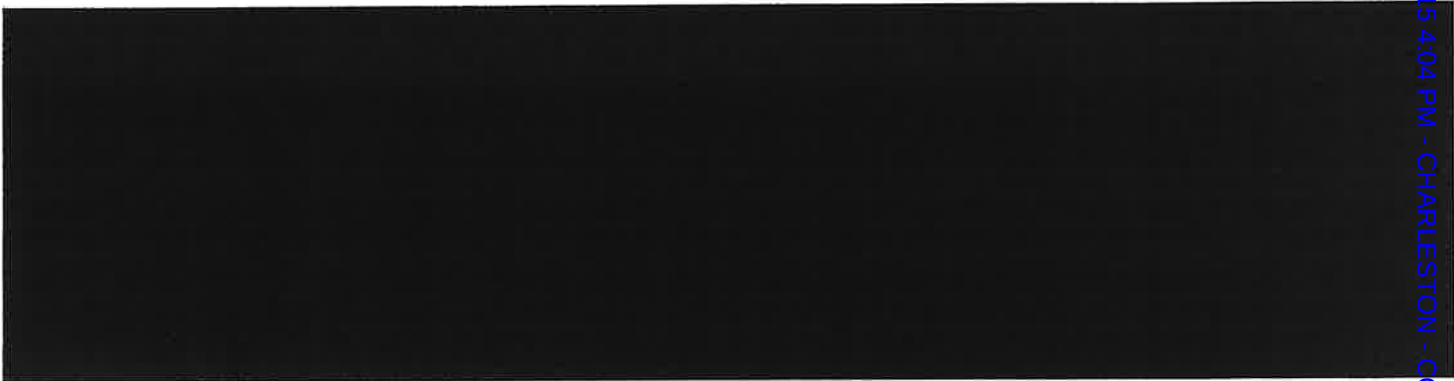


O: (843) 974-4590 | C: (704) 361-3265
E: nstarcevic@balfourbeattyus.com | www.balfourbeattyus.com
306 Meeting Street, Suite 300, Charleston, SC 29401

<image001.jpg>

<image002.jpg>

From: Heuer, John
Sent: Monday, July 9, 2018 4:21 PM
To: Simonton, David <dsimonton@balfourbeattyus.com>; Spano, Tim <tims Spano@Balfourbeattyus.com>; Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>; Dooley, Alec <adooley@Balfourbeattyus.com>
Cc: Dean, Pat <pdean@balfourbeattyus.com>
Subject: Marion Square - Old North State Masonry



Thanks.

John Heuer
SVP/Legal | Balfour Beatty
O: (704) 319-4107 | C: (704) 770-6504 | F: (704) 319-4001
E: jheuer@balfourbeattyus.com | www.balfourbeattyus.com
1930 Camden Road, Ste. 280, Charlotte, NC 28203

<image003.jpg>

<image004.jpg>

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DEFENDANT LIBRARY ASSOCIATES, LLC'S
TRIAL EXHIBIT #29

concrete

CHANGE ORDERJOB/S/C # 13026000 - 014
Vendor# 861711

32

To CONTRACT dated April 7, 2015

DATE of this Change Order

To: Lithko Contracting, LLC
1810 Orr Industrial Ct

Charlotte, NC 28213
Mike RohrerPREVIOUS CONTRACT AMOUNT \$7,533,690.67ADD/DEDUCT for this C.O. (\$950.00)

JOB: Hotel at Marion Square

AT: Charleston, SC 29403

NEW CONTRACT AMOUNT \$7,532,740.67

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
2850	Operating Elevators to Punch 1-4 Shaft0 (back cahрге from Otis)s	(\$950.00)	400.50300001.40

Scheduling an OTIS operator to run elevators in order to complete concrete punch items in shafts 1-4.

Total Deduct to this Contract as a result of this Change Order is **(\$950.00)**, Negative Nine hundred fifty dollars which includes all applicable sales tax.

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

Code: 400.50300001.40

RCO No.:

OCO No.:

S.F.R.N.

BUL: _____

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

ACCEPTED:

Lithko Contracting, LLC

By

Print Name

Title

Date

ACCEPTED:

BALFOUR BEATTY CONSTRUCTION, LLC

By

Nick Starcevic

Title

Project Manager

Date

4/9/19



CHANGE ORDER
APPROVAL
COVERSHEET

C.C.O. NUMBER: 014 - 32 JOB LOCATION: Hotel at Marion Square

SUBCONTRACTOR: Lithko Contracting, LLC

CI NUMBER: _____ AMOUNT: (\$950.00)

DESCRIPTION OF SCOPE OF WORK BEING ADDED OR REMOVED: Operating Elevators to Punch 1-4 Shafts

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 #30

CHANGE ORDER

JOB/S/C # 13026000 - 014

Vendor# 861711

33

To CONTRACT dated April 7, 2015DATE of this Change Order December 4, 2018To: Lithko Contracting, LLC
870 Ella St NWConcord, NC 28026-1249
Mike Rohrer

PREVIOUS CONTRACT AMOUNT

\$7,549,860.67

ADD/DEDUCT for this C.O.

-\$1,050.00

JOB: Hotel at Marion Square

AT: Charleston, SC 29403

NEW CONTRACT AMOUNT

\$7,548,810.67

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
2857	Embassy Wall Stucco BC	-\$1,050.00	400.50300001.40

Total Deduct to this Contract as a result of this Change Order is **-\$1,050.00, Negative One thousand fifty dollars** which includes all applicable sales tax.

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

Code: 400.50300001.40

RCO No.:

OCO No.:

S.F.R.N.

BUL: _____

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

ACCEPTED:

Lithko Contracting, LLC

By

Print Name

Title

Date

ACCEPTED:

BALFOUR BEATTY CONSTRUCTION, LLC

By

Nick Starcevic

Title

Project Manager

Date

4/9/19



CHANGE ORDER
APPROVAL
COVERSHEET

C.C.O. NUMBER: 014 - 33 JOB LOCATION: Hotel at Marion Square

SUBCONTRACTOR: Lithko Contracting, LLC

CI NUMBER: _____ AMOUNT: -\$1,050.00

DESCRIPTION OF SCOPE OF WORK BEING ADDED OR REMOVED: Embassy Wall Stucco BC

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

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

REVIEWED BY:

SIGNED & DATED:

☐

BUYER: Shanti Pieniak

☐

BUYER'S MANAGER: _____

APPROVED:

PROJECT MANAGER/EXECUTIVE: _____

ATTACHMENTS:

BACKUP DOCUMENTS:

DEFENDANT LIBRARY ASSOCIATES, LLC'S
TRIAL EXHIBIT #31

CHANGE ORDER

JOB/S/C # 13026000 - 014

Vendor# 861711

31

To CONTRACT dated April 7, 2015

DATE of this Change Order

To: Lithko Contracting, LLC
1810 Orr Industrial CtCharlotte, NC 28213
Mike Rohrer

PREVIOUS CONTRACT AMOUNT

\$7,550,810.67

ADD/DEDUCT for this C.O.

(\$17,120.00)

JOB: Hotel at Marion Square

AT: Charleston, SC 29403

NEW CONTRACT AMOUNT

\$7,533,690.67

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
2606	Elevator 6 Motor Replacement Damage (Otis Backcharge)	(\$17,120.00)	400.50300001.40

Replace elevator pieces due to concrete slurry damage. .

Total Deduct to this Contract as a result of this Change Order is (\$17,120.00), Negative Seventeen thousand one hundred twenty dollars which includes all applicable sales tax.

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

Code: 400.50300001.40

RCO No.:

OCO No.:

S.F.R.N.

BUL: _____

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

ACCEPTED:

Lithko Contracting, LLC

By

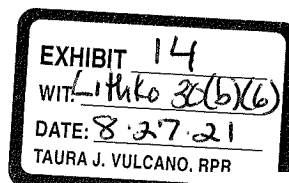
Print Name Michael S RohrerTitle Area LeadDate 3/14/19

ACCEPTED:

BALFOUR BEATTY CONSTRUCTION, LLC

By

Nick Starcevic

Title Project ManagerDate 4/9/19

CHANGE ORDER
APPROVAL
COVERSHEET

C.C.O. NUMBER: 014 - 31

JOB LOCATION: Hotel at Marion Square

SUBCONTRACTOR: Lithko Contracting, LLC

CI NUMBER: AMOUNT: (\$17,120.00)

DESCRIPTION OF SCOPE OF WORK BEING ADDED OR REMOVED: Elevator 6 - Motor Replacement Concrete Damage

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:

concrete

CHANGE ORDER

JOB/S/C # 13026000 - 014

Vendor# 861711

32

To CONTRACT dated April 7, 2015

DATE of this Change Order

To: Lithko Contracting, LLC
1810 Orr Industrial Ct

Charlotte, NC 28213
Mike Rohrer

PREVIOUS CONTRACT AMOUNT

\$7,533,690.67

ADD/DEDUCT for this C.O.

(\$950.00)

JOB: Hotel at Marion Square

AT: Charleston, SC 29403

NEW CONTRACT AMOUNT

\$7,532,740.67

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
2850	Operating Elevators to Punch 1-4 Shaft0 (back cahрге from Otis)s	(\$950.00)	400.50300001.40

Scheduling an OTIS operator to run elevators in order to complete concrete punch items in shafts 1-4.

Total Deduct to this Contract as a result of this Change Order is (\$950.00), Negative Nine hundred fifty dollars which includes all applicable sales tax.

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

Code: 400.50300001.40

RCO No.:

OCO No.:

S.F.R.N.

BUL: _____

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

ACCEPTED:

Lithko Contracting, LLC

By Michael S Rohrer

Print Name Michael S Rohrer

Title Area Lead

Date 3/14/19

ACCEPTED:

BALFOUR BEATTY CONSTRUCTION, LLC

By Nick Starcevic

Nick Starcevic

Title Project Manager

Date 4/9/19

CHANGE ORDER
APPROVAL
COVERSHEET

C.C.O. NUMBER: 014 - 32

JOB LOCATION: Hotel at Marion Square

SUBCONTRACTOR: Lithko Contracting, LLC

CI NUMBER: _____ AMOUNT: (\$950.00)

DESCRIPTION OF SCOPE OF WORK BEING ADDED OR REMOVED: Operating Elevators to Punch 1-4 Shafts

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:

CHANGE ORDER

JOB/S/C # 13026000 - 014

Vendor# 861711

33

To CONTRACT dated April 7, 2015

DATE of this Change Order December 4, 2018

To: Lithko Contracting, LLC
870 Ella St NW

Concord, NC 28026-1249
Mike Rohrer

PREVIOUS CONTRACT AMOUNT \$7,549,860.67ADD/DEDUCT for this C.O. -\$1,050.00

JOB: Hotel at Marion Square

AT: Charleston, SC 29403

NEW CONTRACT AMOUNT \$7,548,810.67

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
2857	Embassy Wall Stucco BC	-\$1,050.00	400.50300001.40

Total Deduct to this Contract as a result of this Change Order is **-\$1,050.00, Negative One thousand fifty dollars** which includes all applicable sales tax.

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

Code: 400.50300001.40

RCO No.:

OCO No.:

S.F.R.N.

BUL: _____

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

ACCEPTED:

Lithko Contracting, LLC

By Michael S RohrerPrint Name Michael S RohrerTitle Area LeadDate 3/14/19

ACCEPTED:

BALFOUR BEATTY CONSTRUCTION, LLC

By Nick Starcevic

Nick Starcevic

Title Project ManagerDate 4/9/19

CHANGE ORDER
APPROVAL
COVERSHEET

C.C.O. NUMBER: 014 - 33 JOB LOCATION: Hotel at Marion Square

SUBCONTRACTOR: Lithko Contracting, LLC

CI NUMBER: _____ AMOUNT: -\$1,050.00

DESCRIPTION OF SCOPE OF WORK BEING ADDED OR REMOVED: Embassy Wall Stucco BC

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

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

REVIEWED BY:

☐

SIGNED & DATED:

BUYER: Shanti Pieniak

☐

BUYER'S MANAGER: _____

APPROVED:

PROJECT MANAGER/EXECUTIVE: _____

ATTACHMENTS:

BACKUP DOCUMENTS:

CHANGE ORDER

JOB/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

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 Michael S Rohrer

Print Name Michael S Rohrer

Title Area Lead

Date 3/14/19

ACCEPTED:

BALFOUR BEATTY CONSTRUCTION, LLC

By Nick Starcevic

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 #32

CHANGE ORDER

JOB/S/C # 13026000 - 020

Vendor# 116124

20

To CONTRACT dated April 6, 2015

DATE of this Change Order July 9, 2019

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

PREVIOUS CONTRACT AMOUNT

\$2,629,281.09

ADD/DEDUCT for this C.O.

\$ TBD

JOB: Hotel at Marion Square

AT: Charleston, SC 29403

NEW CONTRACT AMOUNT

\$ TBD

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

**This change order includes the following Owner related change orders:

ONSM CLAIM DUE TO ACTS OR OMISSIONS OF OWNER: \$1,139,509.00

Balfour Beatty agrees to include these change order requests in the pending claim against the Owner, upon execution of CCO 19 and CCO 20. It is agreed that Balfour Beatty will receive the first 70% of any monies recovered on this Change Order 20 from the pursuit of the aforementioned claim, but not exceeding \$70,000.00. ONSM agrees to fully support and defend all submitted change orders, claims, costs, delays, etc to help recover monies included in the claim. Notwithstanding the foregoing, both parties reserve their respective rights as specified in the Joint Defense Agreement dated June 19, 2019.

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. Notwithstanding the foregoing, both parties reserve their respective rights as specified in the Joint Defense Agreement dated June 19, 2019.

Code: 400.50400000.40

RCO No.:

OCO No.:

S.F.R.N.

BUL: _____

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

ACCEPTED:

Old North State Masonry, LLC

By _____

Print Name

Joseph S. Anastasi

Title

President

Date

9-4-19

ACCEPTED:

BALFOUR BEATTY CONSTRUCTION, LLC

By _____

Nick Starcevic

Title

Project Manager

Date

9/19/2019

ONSM00000101

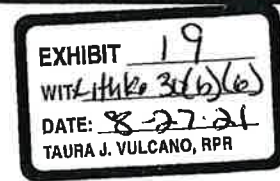
Page 1



DEFENDANT LIBRARY ASSOCIATES, LLC'S
TRIAL EXHIBIT #33

Britt Kelly**Subject:**

FW: Ninth Floor Pour



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

From: Dooley, Alec <adooley@Balfourbeattyus.com>

Sent: Thursday, January 26, 2017 3:30 PM

To: beechj@Lithko.com; Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>; Jennifer Faulkinberry <JFaulkinberry@lpbatlanta.com>; Kirk Stephens <kirkstephens@davidallen.com>; Joseph Heath <JosephHeath@davidallen.com>; Dale, Marty <mdale@balfourbeattyus.com>

Cc: Dale, Marty <mdale@balfourbeattyus.com>; Waterfield, Peter <PWaterfield@Balfourbeattyus.com>; Cossette, Jen <JCossette@Balfourbeattyus.com>

Subject: Ninth Floor Pour

Guys,

Per our conversation, Lithko will pour four inches flat and then sweep around the drains to get their concrete 1" below the lowest drain grate. Lithko will be responsible for exposing the weep holes before David Allen begins their work. David Allen will install and slope a mud bed (Merkrete underlayment C) before they install their merkrete waterproofing. Lithko will be responsible for paying David Allen to set their mud bed.

If you have any questions please let me know.

Thanks,

Alec Dooley
Balfour Beatty Construction
704-614-4907



DEFENDANT LIBRARY ASSOCIATES,
LLC'S TRIAL EXHIBIT #34
Part 1 of 2

Marion Sq Pay App #38



APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

OWNER LIBRARY ASSOCIATES, LLC.
17 Lockwood Drive, Suite 400
Charleston, SC 29401

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

CONTRACTOR Balfour Beatty Construction, LLC
1930 Camden Rd
Charlotte, NC 28203

ADDRESS 344 West Pike Street
Lawrenceville, GA 30046

PHONE # 770-407-5796

CONTRACT THE HOTEL AT MARION SQUARE
(Project #13026000)

APPLICATION PERIOD FROM 05/01/2018 TO 05/31/2018

DISTRIBUTION TO:
☒ OWNER
☒ CONTRACTOR
☒ ARCHITECT
☒ ENGINEERS

VENDOR #:
ARCHITECT'S PROJECT NO

CONTRACT DATE	2/18/2015
NTP DATE	3/19/2015
CONTRACT COMPL DATE	8/19/2017

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY			DEDUCTIONS	
Change Orders approved in previous months by Owner	ADDITIONS	TOTAL		
Approved this Month				
No. Date Approved				
12 \$ 98,814.97				
13 \$ 35,981.70				
TOTALS \$ 134,796.67		\$ 5,086,255.34		
Net change by Change Order: \$				

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: 5/19/18



ARCHITECT'S CERTIFICATE FOR PAYMENT

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

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

1. ORIGINAL CONTRACT SUM \$ 59,344,747.00
2. Net change by Change Orders \$ 5,086,255.34
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 64,431,002.34
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 60,289,231.47
5. RETAINAGE:
 - a. Completed Work \$ 5,229,756.73
 - b. Stored Materials \$ 5,036.17Total Retainage (Line 5a + 5b or Total in Column J of G703) \$ 5,234,792.90
6. TOTAL EARNED LESS RETAINAGE \$ 59,196,209.31
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 54,096,503.80
8. CURRENT PAYMENT DUE \$ 927,703.86
9. BALANCE TO FINISH, PLUS RETAINAGE \$ 4,406,714.68
10. AMOUNT CERTIFIED \$ 927,703.86

AMOUNT CERTIFIED \$ 927,703.86

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

ARCHITECT: WINFORD LINDSAY ARCHITECT

By:  Date: 6/13/18

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

G702-1983

LINE	B	C	D	E	F	G	H	I	J		
										WORK DESCRIPTION	CHARGE ORDERS
1	GENERAL CONTRACTORS (2 months)	3,219,665.00	8,125.00	3,227,790.00	5,218,790.00	0,000.00	3,227,790.00	100.0%	3,227,790.00	3,227,790.00	327,497.50
2	SUBCONTRACTS/COST OF WORK										
3	STAINING AND LOGISTICS	827,007.00		827,007.00	813,851.00	2,272.00	816,123.00	99.4%	2,448.84	818,571.84	61,022.22
4	GENERAL TRADES	475,833.00		475,833.00	461,053.00	500.00	461,553.00	97.0%	5,280.00	466,833.00	20,350.50
5	STEELWORK	1,502,494.00		1,502,494.00	1,429,000.00	40,000.00	1,469,000.00	97.8%	33,494.00	1,502,494.00	122,600.14
6	MASONRY, LANDSCAPE, IRRIGATION	217,310.00		217,310.00	203,000.00	20,000.00	223,000.00	102.6%	10,000.00	233,000.00	16,000.00
7	CONCRETE	85,000.00		85,000.00	85,000.00	0.00	85,000.00	100.0%	0.00	85,000.00	3,750.00
8	PAINTING	2,250,000.00		2,250,000.00	2,250,000.00	0.00	2,250,000.00	100.0%	0.00	2,250,000.00	375,000.00
9	PAINTING	7,200,000.00		7,200,000.00	7,200,000.00	0.00	7,200,000.00	100.0%	0.00	7,200,000.00	1,125,000.00
10	PAINTING	2,100,000.00		2,100,000.00	2,100,000.00	0.00	2,100,000.00	100.0%	0.00	2,100,000.00	315,000.00
11	PAINTING	2,250,000.00		2,250,000.00	2,250,000.00	0.00	2,250,000.00	100.0%	0.00	2,250,000.00	375,000.00
12	PAINTING	7,200,000.00		7,200,000.00	7,200,000.00	0.00	7,200,000.00	100.0%	0.00	7,200,000.00	1,125,000.00
13	PAINTING	2,100,000.00		2,100,000.00	2,100,000.00	0.00	2,100,000.00	100.0%	0.00	2,100,000.00	315,000.00
14	PAINTING	2,250,000.00		2,250,000.00	2,250,000.00	0.00	2,250,000.00	100.0%	0.00	2,250,000.00	375,000.00
15	PAINTING	7,200,000.00		7,200,000.00	7,200,000.00	0.00	7,200,000.00	100.0%	0.00	7,200,000.00	1,125,000.00
16	PAINTING	2,100,000.00		2,100,000.00	2,100,000.00	0.00	2,100,000.00	100.0%	0.00	2,100,000.00	315,000.00
17	PAINTING	2,250,000.00		2,250,000.00	2,250,000.00	0.00	2,250,000.00	100.0%	0.00	2,250,000.00	375,000.00
18	PAINTING	7,200,000.00		7,200,000.00	7,200,000.00	0.00	7,200,000.00	100.0%	0.00	7,200,000.00	1,125,000.00
19	PAINTING	2,100,000.00		2,100,000.00	2,100,000.00	0.00	2,100,000.00	100.0%	0.00	2,100,000.00	315,000.00
20	PAINTING	2,250,000.00		2,250,000.00	2,250,000.00	0.00	2,250,000.00	100.0%	0.00	2,250,000.00	375,000.00
21	PAINTING	7,200,000.00		7,200,000.00	7,200,000.00	0.00	7,200,000.00	100.0%	0.00	7,200,000.00	1,125,000.00
22	PAINTING	2,100,000.00		2,100,000.00	2,100,000.00	0.00	2,100,000.00	100.0%	0.00	2,100,000.00	315,000.00
23	PAINTING	2,250,000.00		2,250,000.00	2,250,000.00	0.00	2,250,000.00	100.0%	0.00	2,250,000.00	375,000.00
24	PAINTING	7,200,000.00		7,200,000.00	7,200,000.00	0.00	7,200,000.00	100.0%	0.00	7,200,000.00	1,125,000.00
25	PAINTING	2,100,000.00		2,100,000.00	2,100,000.00	0.00	2,100,000.00	100.0%	0.00	2,100,000.00	315,000.00
26	PAINTING	2,250,000.00		2,250,000.00	2,250,000.00	0.00	2,250,000.00	100.0%	0.00	2,250,000.00	375,000.00
27	PAINTING	7,200,000.00		7,200,000.00	7,200,000.00	0.00	7,200,000.00	100.0%	0.00	7,200,000.00	1,125,000.00
28	PAINTING	2,100,000.00		2,100,000.00	2,100,000.00	0.00	2,100,000.00	100.0%	0.00	2,100,000.00	315,000.00
29	PAINTING	2,250,000.00		2,250,000.00	2,250,000.00	0.00	2,250,000.00	100.0%	0.00	2,250,000.00	375,000.00
30	PAINTING	7,200,000.00		7,200,000.00	7,200,000.00	0.00	7,200,000.00	100.0%	0.00	7,200,000.00	1,125,000.00
31	PAINTING	2,100,000.00		2,100,000.00	2,100,000.00	0.00	2,100,000.00	100.0%	0.00	2,100,000.00	315,000.00
32	PAINTING	2,250,000.00		2,250,000.00	2,250,000.00	0.00	2,250,000.00	100.0%	0.00	2,250,000.00	375,000.00
33	PAINTING	7,200,000.00		7,200,000.00	7,200,000.00	0.00	7,200,000.00	100.0%	0.00	7,200,000.00	1,125,000.00
34	PAINTING	2,100,000.00		2,100,000.00	2,100,000.00	0.00	2,100,000.00	100.0%	0.00	2,100,000.00	315,000.00
35	PAINTING	2,250,000.00		2,250,000.00	2,250,000.00	0.00	2,250,000.00	100.0%	0.00	2,250,000.00	375,000.00
36	PAINTING	7,200,000.00		7,200,000.00	7,200,000.00	0.00	7,200,000.00	100.0%	0.00	7,200,000.00	1,125,000.00
37	PAINTING	2,100,000.00		2,100,000.00	2,100,000.00	0.00	2,100,000.00	100.0%	0.00	2,100,000.00	315,000.00
38	PAINTING	2,250,000.00		2,250,000.00	2,250,000.00	0.00	2,250,000.00	100.0%	0.00	2,250,000.00	375,000.00
39	PAINTING	7,200,000.00		7,200,000.00	7,200,000.00	0.00	7,200,000.00	100.0%	0.00	7,200,000.00	1,125,000.00
40	PAINTING	2,100,000.00		2,100,000.00	2,100,000.00	0.00	2,100,000.00	100.0%	0.00	2,100,000.00	315,000.00
41	PAINTING	2,250,000.00		2,250,000.00	2,250,000.00	0.00	2,250,000.00	100.0%	0.00	2,250,000.00	375,000.00
42	PAINTING	7,200,000.00		7,200,000.00	7,200,000.00	0.00	7,200,000.00	100.0%	0.00	7,200,000.00	1,125,000.00
43	PAINTING	2,100,000.00		2,100,000.00	2,100,000.00	0.00	2,100,000.00	100.0%	0.00	2,100,000.00	315,000.00
44	PAINTING	2,250,000.00		2,250,000.00	2,250,000.00	0.00	2,250,000.00	100.0%	0.00	2,250,000.00	375,000.00
45	PAINTING	7,200,000.00		7,200,000.00	7,200,000.00	0.00	7,200,000.00	100.0%	0.00	7,200,000.00	1,125,000.00
46	PAINTING	2,100,000.00		2,100,000.00	2,100,000.00	0.00	2,100,000.00	100.0%	0.00	2,100,000.00	315,000.00
47	PAINTING	2,250,000.00		2,250,000.00	2,250,000.00	0.00	2,250,000.00	100.0%	0.00	2,250,000.00	375,000.00
48	PAINTING	7,200,000.00		7,200,000.00	7,200,000.00	0.00	7,200,000.00	100.0%	0.00	7,200,000.00	1,125,000.00
49	PAINTING	2,100,000.00		2,100,000.00	2,100,000.00	0.00	2,100,000.00	100.0%	0.00	2,100,000.00	315,000.00
50	PAINTING	2,250,000.00		2,250,000.00	2,250,000.00	0.00	2,250,000.00	100.0%	0.00	2,250,000.00	375,000.00
51	PAINTING	7,200,000.00		7,200,000.00	7,200,000.00	0.00	7,200,000.00	100.0%	0.00	7,200,000.00	1,125,000.00
52	PAINTING	2,100,000.00		2,100,000.00	2,100,000.00	0.00	2,100,000.00	100.0%	0.00	2,100,000.00	315,000.00
53	PAINTING	2,250,000.00		2,250,000.00	2,250,000.00	0.00	2,250,000.00	100.0%	0.00	2,250,000.00	375,000.00
54	PAINTING	7,200,000.00		7,200,000.00	7,200,000.00	0.00	7,200,000.00	100.0%	0.00	7,200,000.00	1,125,000.00
55	PAINTING	2,100,000.00		2,100,000.00	2,100,000.00	0.00	2,100,000.00	100.0%	0.00	2,100,000.00	315,000.00
56	PAINTING	2,250,000.00		2,250,000.00	2,250,000.00	0.00	2,250,000.00	100.0%	0.00	2,250,000.00	375,000.00
57	PAINTING	7,200,000.00		7,200,000.00	7,200,000.00	0.00	7,200,000.00	100.0%	0.00	7,200,000.00	1,125,000.00
58	PAINTING	2,100,000.00		2,100,000.00	2,100,000.00	0.00	2,100,000.00	100.0%	0.00	2,100,000.00	315,000.00
59	PAINTING	2,250,000.00		2,250,000.00	2,250,000.00	0.00	2,250,000.00	100.0%	0.00	2,250,000.00	375,000.00
60	PAINTING	7,200,000.00		7,200,000.00	7,200,000.00	0.00	7,200,000.00	100.0%	0.00	7,200,000.00	1,125,000.00
61	PAINTING	2,100,000.00		2,100,000.00	2,100,000.00	0.00	2,100,000.00	100.0%	0.00	2,100,000.00	315,000.00
62	PAINTING	2,250,000.00		2,250,000.00	2,250,000.00	0.00	2,250,000.00	100.0%	0.00	2,250,000.00	375,000.00
63	PAINTING	7,200,000.00		7,200,000.00	7,200,000.00	0.00	7,200,000.00	100.0%	0.00	7,200,000.00	1,125,000.00
64	PAINTING	2,100,000.00		2,100,000.00	2,100,000.00	0.00	2,100,000.00	100.0%	0.00	2,100,000.00	315,000.00
65	PAINTING	2,250,000.00		2,250,000.00	2,250,000.00	0.00	2,250,000.00	100.0%	0.00	2,250,000.00	375,000.00
66	PAINTING	7,200,000.00		7,200,000.00	7,200,000.00	0.00	7,200,000.00	100.0%	0.00	7,200,000.00	1,125,000.00
67	PAINTING	2,100,000.00		2,100,000.00	2,100,000.00	0.00	2,100,000.00	100.0%	0.00	2,100,000.00	315,000.00
68	PAINTING	2,250,000.00		2,250,000.00	2,250,000.00	0.00	2,250,000.00	100.0%	0.00	2,250,000.00	375,000.00
69	PAINTING	7,200,000.00		7,200,000.00	7,200,000.00	0.00	7,200,000.00	100.0%	0.00	7,200,000.00	1,125,000.00
70	PAINTING	2,100,000.00		2,100,000.00	2,100,000.00	0.00	2,100,000.00	100.0%	0.00	2,100,000.00	315,000.00
71	PAINTING	2,250,000.00		2,250,000.00	2,250,000.00	0.00	2,250,000.00	100.0%	0.00	2,250,000.00	375,000.00
72	PAINTING	7,200,000.00		7,200,000.00	7,200,000.00	0.00	7,200,000.00	100.0%	0.00	7,200,000.00	1,125,000.00
73	PAINTING	2,100,000.00		2,100,000.00	2,100,000.00	0.00	2,100,000.00	100.0%	0.00	2,100,000.00	315,000.00
74	PAINTING	2,250,000.00		2,250,000.00	2,250,000.00	0.00	2,250,000.00	100.0%	0.00	2,250,000.00	375,000.00
75	PAINTING	7,200,000.00		7,200,000.00	7,200,000.00	0.00	7,200,000.00	100.0%	0.00	7,200,000.00	1,125,000.00
76	PAINTING	2,100,000.00		2,100,000.00	2,100,000.00	0.00	2,100,000.00	100.0%	0.00	2,100,000.00	315,000.00
77	PAINTING	2,250,000.00		2,250,000.00	2,250,000.00	0.00	2,250,000.00	100.0%	0.00	2,250,000.00	375,000.00
78	PAINTING	7,200,000.00		7,200,000.00	7,200,000.00	0.00	7,200,000.00	100.0%	0.00	7,200,000.00	1,125,000.00
79	PAINTING	2,100,000.00		2,100,000.00	2,100,000.00	0.00	2,100,000.00	100.0%	0.00	2,100,000.00	315,000.00
80	PAINTING	2,250,000.00		2,250,000.00	2,250,000.00	0.00	2,250,000.00	100.0%	0.00	2,250,000.00	375,000.00
81	PAINTING	7,200,000.00		7,200,000.00	7,200,000.00	0.00	7,200,000.00	100.0%	0.00	7,200,000.00</	

[illegible]

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 \$927,703.85 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, and 238 as well as Open and/or Pending Change Orders as identified on the attached Exhibit "XX" HMS Master Request for Change Order Log dated May 30, 2018.

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

The current Contract Sum is: \$ 64,431,002.34
The cumulative amount paid to Contractor to date is: \$ 52,554,146.80

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 31 day of May, 2018.

Signed, sealed and delivered
in the presence of:

Nicholas Wegener
Signature
Nicholas Wegener
Print Name

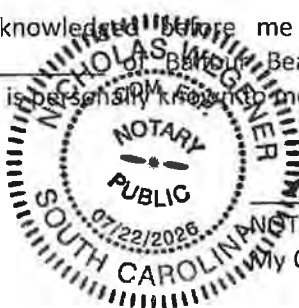
Balfour Beatty Construction, LLC
a Delaware limited liability company

Nick Starcevic
Signature
Nick Starcevic, Project Manager
Print Name & Title

STATE OF SC

COUNTY OF Charleston

The foregoing instrument was acknowledged before me this 31 day of May, 2018, by Starcevic, Nick of Balfour Beatty Construction a Delaware limited liability company, on behalf of the company. He/she is personally known to me or has produced SC DL (type of identification) as identification.



Nicholas Wegener
NOTARY PUBLIC, STATE OF SC
My Commission Expires: 07/22/2026

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	
7. Level 6 Structure Delay	Submitted – BBC to submit request for time extension.
a. Amendment submitted including L8 and L9	Submitted - Architect response received, mediation held 5/30/17.
8. Hurricane Matthew Delay	Submitted amended claim on 5/26/17 and response to arch on 12/22/17.
9. Hurricane Matthew Emergency Prep Cost Notice	Submitted – No response received
10. Notification of Delay – Guestroom Plumbing Fixtures	No time extension granted. BBC to submit cost 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
13. Notification of Delay and Cost Impact – Patisserie	Notice submitted, BBC to reconcile impact once all information is received
14. Notification of Delay and Cost Impact – Hardware	Notice submitted, BBC to reconcile impact
15. Notification of Delay and Cost Impact – Millwork	Notice submitted on 6/27/17. BBC to reconcile impact
16. Notification of Delay and Cost Impact – Hurricane Irma	Multiple Delay, BBC reconciling impact as scope is clarified.
17. Notice of Delay – South Patio	Notice and Claim submitted, remains open.
18. Notice of Delay – Wood Flooring Selection	Notice Submitted, owner Redesigned Patio
19. Notice of Delay and Cost Impact – Rooftop Cabanas	Pending Submission. BBC to reconcile impact.
20. Construction Change Directive 002	Notice Submitted, Owner Redesigned Casework, BBC to reconcile impact.
21. Construction Change Directive 003	Pending Submission. BBC to reconcile impact.
22. Construction Change Directive 004	Pending Submission. BBC to reconcile impact.
23. Construction Change Directive 005	Pending Submission. BBC to reconcile impact.
24. Construction Change Directive 006	Pending Submission. BBC to reconcile impact.
25. Construction Change Directive 007	Pending Submission. BBC to reconcile impact.
26. Construction Change Directive 008	Pending Submission. BBC to reconcile impact.

The Hotel at Marion Square
Owner Delay Log
Project No.: 13026000

27. Construction Change Directive 009
28. Construction Change Directive 010
29. Construction Change Directive 011
30. Construction Change Directive 012
31. Construction Change Directive 013
32. Construction Change Directive 014
33. Construction Change Directive 016
34. Construction Change Directive 017

Pending Submission. BBC to reconcile impact.
Pending Submission. BBC to reconcile impact.
Pending Submission. BBC to reconcile impact.
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Pending Submission. BBC to reconcile impact.

The Hotel at Marion Square
Owner Delay Log
Project No.: 13026000

Exhibit XX The Hotel at Marion Square - Balfour Beatty Construction Master Request for Change Order Log										5/30/2018
RCD	Revision	Description	Date of First Submission	Date of Most Recent Submission	Pending	Submitted	Approved	Rejected	Days	Executed Date
1		Rebar at PT Slab to Capping Beam Connection					\$ 5,291.99	\$ 11,595.00		
2		Increased Bracing Size and Cap Beam					\$ 21,647.07			
3		Busport Pricing					\$ 9,289.94			
4		Added Piles and Pile Cap Column J-23					\$ 106,944.20			
5		ITC Warehousing Scope Addition					\$ 154,363.76			
6		Succo Limestone Finish Upgrade					\$ 12,288.10			
7		Bentonite Geotextile Water proofing Foundation Slop Drawings					\$ 23,066.40			
8		Chester Horton Gutter System					\$ 1,032,612.25			
9		Kitchen Equipment Scope Addition					\$ (20,010.09)			
10		Epoxy Flooring in Lieu of Quarry Tile					\$ 20,436.27			
11		Change size of Switchboard LSP from 1600A to 2400A					\$ 9,314.63			
12		Factory Primed Guestroom Entrance Doors								
13		Revise LV Point of Entry per Actual Services Provided - Void								
14		2/ Revise structural drawings to delete 4 columns in the ballroom					\$ 4,947.25			
15		2/ Added Concrete and Rebar at Capping Beam Penetrations					\$ 5,826.46			
16		Finish Hardware Questions Response to RFI 0083						\$ 32,470.05		
17		Sheet Pile Joint Waterproofing Detail					\$ 7,496.58			
18		Shower Door Revisions from Submittal Response								
19	1/17/2016	Shower Door Handle Reviser					\$ 50,698.89			
20		IMOD 1 Underground Plumbing					\$ 62,069.57			
21		Tube Mullion Change					\$ 183,519.38			
22		Graham Window					\$ 3,523.00			
23		1/ Electrical Revisions in Model Room						\$ 14,936.55		
24		Mockup Graham Windows								
25		Added Millwork Trim Per Model Room Revision Set Dated 2015-10-16,					\$ 4,064.63			
26		Millwork TV Cabinets, Dangling Trim					\$ 3,717.21			
27		3/ Added Barn Door at King Guestroom Mockup								
28		1/ 100 year storm delay (20 days)			\$ 119,000.00					
29		Pool Tile Edge TO paver Edge					\$ 2,935.72			
30		Guest Room Closet Light Fixtures						\$ 43,753.52		
31		Adding Glass Mosaic Tile to All Queen Guestbaths					\$ 9,732.97	\$ 322,014.22		
32		Mockup Glass Tile Mosaic					\$ 23,933.36			
33		Waterstop at Pile Caps					\$ 4,704.65			
34		Drawing Modification								
35		October, November, and December 2015 Rain Days - Selected Elevator 1-4 Entrance Finish Revisions					\$ 145,423.14			
36		Watson MOD 1 Drawing Revisions					\$ (31,965.00)			
37		Cook and Boardman MOD 1 Drawing Revisions						\$ 352.14		
38		Model Room Barn Door Installation					\$ 1,363.89			
39		Utility Design Changes					\$ 61,474.59			
40		154" Steel Casing Revision					\$ 6,002.17			
41		1000 Year Storm Repair Cost						\$ 124,089.00		
42		Manager's Suite Stair						\$ 42,775.00		
43		VOID								
44		Added valves and access panels for gas line to lanterns					\$ 19,540.37			
45		MOD 1 Drywall Revisions						\$ 6,815.00		
46		Mechanical Airway Waterproofing						\$ 345.04		
47		Cap Beam Core Drilling Penetration					\$ 5,241.40			
48		Watson MOD 2 and MOD 4 Drawing Revisions					\$ 74,419.55			
49		Merit Painting MOD 1 Drawing Revisions			\$ 9,500.00					
50		Engineering for Acrylic Pool Cover								
51		Acrylic Pool Cover					\$ 8,020.87			
52		IMOD 1 interior glazing revisions					\$ 81,099.35			
53		Demo Allowance Reconciliation					\$ 2,046.75			
54		GMP Allowance Reduction					\$ (22,490.00)			
55		Supplemental Instructions #27 - Slab Fold					\$ 10,371.14	\$ (200,000.00)		
56		Manufacturer's 20 Year Watertight Warranty on Copper Roof						\$ 27,103.02		
57		Merit Painting MOD 2 Drawing Revisions			\$ 780.37					
58		MOD 2 Drywall Only Revisions					\$ 8,200.10			
59		MOD 1 Plumbing and HVAC Revisions - VOID								
60		REMOVED - MOD 1-3 Submitted together								
61		MOD 4 Revisions (Drywall)					\$ 26,747.00			

Supp. Vol. 7

125	R1	Spa Case and Millwork Revisions	6/1/2017	8/11/2017			\$	46,918.00				8/31/2017	8
126		MOO 2 - Glass Revisions	6/2/2017	6/2/2017			\$	6,994.00				11/30/2017	8
127		Supplemental Instruction 23	6/9/2017	9/21/2017			\$	61,350.00				9/21/2017	8
128		SI 39 - Guestroom C3 Light Fixtures	6/5/2017	6/5/2017			\$	3,297.00				7/13/2017	7
129		RFI 0927 - Ballroom Vaulted Ceiling MEP Chaseway	6/6/2017	6/6/2017			\$	3,864.67				1/25/2018	9
130		Managers Apartment Revisions					\$						
131		Supplemental Instruction 44	6/9/2017	6/9/2017			\$						
132		SI 39 - Lobby	6/14/2017	6/14/2017			\$						
133		Revised Pocket Door Hardware	6/15/2017	6/15/2017			\$	2,146.09				7/13/2017	7
134		RFI 0974 Guestroom 315 and 415 Soffit Height	6/16/2017	6/16/2017		\$							
135	R1	SI 39 - Stair 4	6/27/2017	7/20/2017			\$	21,136.75				8/2/2017	8
136		SI 39 - Reception	6/20/2017	6/20/2017			\$						
137		MOD 2 and 4 Ductwork Revisions	6/22/2017	6/22/2017			\$	36,510.00				9/21/2017	8
138	R3	Supplemental Instruction 32	6/26/2017	10/17/2017			\$	71,152.63				10/19/2017	8
139		RFI 991 - ADA Control Valve Location	6/26/2017	6/26/2017			\$	3,325.16				7/13/2017	7
140		Common Area Plumbing Fixture (Balance)	1/8/2018	1/8/2018			\$	48,106.34				5/10/2018	12
141	R1	SI 46 Millwork Revisions	8/10/2017	9/13/2017			\$						
142		Hotel Millwork Revisions	6/28/2017	6/28/2017			\$	212,932.00				8/1/2017	8
143		Change in Door Frames at Patisserie	6/28/2017	6/28/2017			\$	629.30				1/25/2018	9
144		Add Low Voltage Sleeves on Floors 1 and 2	6/29/2017	6/29/2017			\$	4,190.00				3/8/2017	10
145		Domestic Hot Water Riser Offsets	6/30/2017	6/30/2017			\$	16,926.00				8/31/2017	8
146	R3	MOD 8 Drawing Revisions	7/10/2017	10/31/2017			\$	32,767.00				1/1/2018	9
147		RFI 0682 and 1006 Added Condensate Pumps	7/7/2017	7/7/2017			\$	4,756.00				8/31/2017	8
148		SI 39 - Boardroom and Vestibule	7/20/2017	7/20/2017			\$						
149	R2	SI 40R1	7/11/2017	8/1/2017			\$	71,341.33				8/21/2017	8
150		Deluxe Car Lift for Storm Pump	7/14/2017	7/14/2017			\$	(7,559.00)				10/19/2017	8
151	R1	RFI 0968 Plumbing Drain Pan	7/14/2017	1/23/2018			\$	2,178.73				3/8/2018	10
152		RFI 0936 - Entry Foyer Grill Type	7/20/2017	7/20/2017			\$						
153		Guestroom Tub Accessory Reconciliation	8/10/2017	8/10/2017			\$	(3,478.00)				8/31/2017	8
154		Lower Credit to RCO 073	7/29/2017	7/29/2017			\$			(649.00)			
155		Break Metal Window Panels at Foyer	7/31/2017	7/31/2017			\$	1,081.00				8/31/2017	8
156		SF-01 Allowance					\$						
157	R1	RFI 1063 - Operable Wall Soffit	8/9/2017	10/2/2017			\$	6,552.96				10/17/2017	8
158		RFI 0922 Add Bulkhead in 435	8/14/2017	8/14/2017			\$	1,021.00				1/25/2018	9
159		FRE Expanded Scope	8/21/2017	8/21/2017		\$		242,633.00					
160	R1	SI 54 Managers Apartment Ceilings	8/23/2017	11/7/2017			\$	5,352.13				11/30/2017	9
161		Offsite Mock Up Drywall and Plumbing Reconciliation	8/26/2017	8/26/2017			\$						
162		RFI 1060 - Guestroom S10 Soffit Issue	8/28/2017	8/28/2017			\$	983.00				1/25/2018	9
163		RFI 0953 Juliet Balcony Door Base	8/30/2017	8/30/2017			\$	1,867.00				2/22/2018	10
164		Guestroom Window Casing	12/16/2017	12/16/2017			\$	102,614.00				1/12/2018	9
165		SI 48 Additional Sea Shower	9/7/2017	9/7/2017			\$	21,851.22				10/19/2017	8
166		RFI 996 - Revise Ductwork Due to Corridor Crown	11/13/2017	11/13/2017			\$						
167		ADA Guestroom Bathroom Floor Tile Revisions	9/14/2017	9/14/2017			\$	3,681.00				2/22/2018	10
168		RFI 0915 - Ballroom RCP Conflict with Ductwork	9/14/2017	9/14/2017			\$	8,734.00				2/22/2018	10
169	R1	MOD 6, 7 and SI 42 Electrical Revisions	9/18/2017	10/9/2017			\$	67,635.86				11/30/2017	9
170		Barn Doors - Doors, Hardware, and Installation	10/9/2017	10/9/2017			\$	258,025.97				10/19/2017	8
171		Private Dining Millwork Revisions - Paint Grade	9/26/2017	9/26/2017			\$						
172		Private Dining Millwork Revisions - Mozambique	9/26/2017	9/26/2017			\$	17,009.37				11/30/2017	9
173		SI 39 Stair 04 Millwork Revisions	9/26/2017	9/26/2017			\$	30,733.53				10/19/2017	9
174		Sixth Floor Paragel Success Band Color Change	9/26/2017	9/26/2017			\$	5,545.89				10/17/2017	8
175		Furr Out Fitness Room West Wall	9/28/2017	9/28/2017			\$	3,258.65				1/28/2018	9
176	R1	Fire Damper in Room 533	10/2/2017	11/28/2017			\$	2,669.70				11/30/2017	9
177		Concierge Lounge Case and Millwork Revisions	10/9/2017	10/9/2017			\$	18,335.69				1/12/2018	9
178		SI 54 Managers Apartment Millwork	10/9/2017	10/9/2017			\$						
179		Delivery and Storage for DC-67	10/10/2017	10/10/2017			\$	2,245.84					
180		Boardroom Vestibule 209 Alcove Revisions	10/13/2017	10/13/2017			\$	3,267.04				11/9/2017	9
181		Patisserie Casework Revisions	10/17/2017	10/17/2017			\$	8,083.72				1/12/2018	9
182		Lower Soffits in Concierge Alcove	10/17/2017	10/17/2017			\$	2,378.08				11/30/2017	9
183	R1	Custom Entry Doors	1/11/2018	1/11/2018			\$	481,752.00					
184		Guestroom Window Vabincos	11/6/2017	11/6/2017			\$	47,619.53				1/12/2017	9
185		Hurricane Irma Prep and Recovery					\$	57,467.82					
189		RFI 1121 - Add Soffit in Room 719	11/8/2017	11/8/2017			\$	1,624.08				1/25/2017	9

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The Hotel at Marion Square - Change Orders Pending Submission				
TBD	RFI 0832 BT-2 Fixture Selection			\$ (8,262.75)
TBD	Fireplace Submittal Revisions			\$ 1,069.00
TBD	Waterproofing Consultant Review: add flashing A615 above canopy			\$ 1,899.69
TBD	SI 34 Relocate Temperature and FA Devices			\$ 4,000.00
TBD	Waterproofing Consultant Review: Add flashing per RJ Kenney detail 1-A620			\$ 4,785.63
TBD	King Street SCEG Primary Extensions			\$ 6,006.96
TBD	BIM Coordination Overruns			\$ 150,000.00
TBD	RFI 0801 - 221B and 222B Shower Fixtures			\$ 1,352.00
TBD	RFI 0932 GR HFCU Shift			\$ 1,209.00
TBD	RFI 0945 L3 Electrical Room Grill			\$ 1,182.00
TBD	Double Bowl Vanities 3, 4, 5			\$ 3,267.00
TBD	RFI - Delete Ballroom Light Fixtures			\$ (941.00)
TBD	Balance of Hotel Millwork Revisions			\$ 40,000.00
TBD	Supplemental Instruction 052 - Paint and Tile Revisions			\$ 40,000.00
TBD	Room Type X15 Revisions			\$ 20,000.00
TBD	Schedule Extensions and Delays - Bernhard MCC			\$ 842,064.00
TBD	Schedule Extensions and Delays - Watson Electric			\$ 1,122,884.00
TBD	Schedule Extensions and Delays - Precision Walls			\$ 520,856.00
TBD	Schedule Extensions and Delays - Old North State Masonry			\$ 1,056,804.00
TBD	Scan and Core Drilling for Drawing Revisions			\$ 78,549.00
TBD	RFI 1093 Guestroom 603 TV Wall Conflict			\$ 3,152.00
TBD	RFI 0940 Pocket Door Opening Revision in Room 635			\$ 2,782.00
TBD	Kitchen Ceiling Soffit Above Walk In Coolers			\$ 1,305.00
TBD	Lutron Lighting Control Reconciliation			\$ 15,000.00
TBD	Sprinkler Heads in TV Wall's			\$ 10,000.00
	Subtotal ROM			\$ 3,918,963.53
	Total Pending			\$ 4,153,077.52

Balfour Beatty
Construction

00A

Request for Payment

Pay Request # **PE12**
Work Performed Through: **05/31/18**

Subcontractor's Name **Sunbelt Rentals**
Subcontractor's Address **PO Box 409211**
Atlanta GA 30384-9211
Phone Number **615-248-6060**
Fax Number

Project Name: **Hotel at Marion Square** Job No.: **13026400** Date: **05/18/18**
Owner: **Library & Associates**

Description of Work:	Rental Equipment
Original Contract Amount	\$19,399.36
Change Order Total	\$94,464.86
Through C/O #: 0	
Total Revised Contract	\$113,864.22
Previous Work Performed to Date(SSR)	\$111,591.24
Value of Materials Stored On Site	\$0.00
Value of Materials Stored Off Site	\$0.00
Current Month Gross	\$2,272.98
New Work Performed to Date	\$113,864.22
Less 0 % Retainage	\$0.00
Amount Earned to Date	\$113,864.22
Less Previous Net Billings	\$111,591.24
Less Adjustments/Joint Checks	\$0.00
Less Pending Back Charges	\$0.00
Total Amount this Requisition	\$2,272.98

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 **09/30/18**

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

Owner Billing Number **N/A**

Owner Payment Rec'd Date:

Payment Terms: **Pay When Paid**

Pay Select #

For Balfour Beatty Use Only:

CO #	Vendor #	Job #	Contract No.
50540	118532	13026400	564283
Date	Invoice #	Description	
05/31/18	13026400 - PE12	13026400 . PE# PE12 . 180531	
Gross Amount	Retainage Amt	Net Amount	
\$2,272.98	\$113.65	\$2,272.09	
Trade Account?	Tax Code	Pay Item & Cost Code	Accrue Tax?
NO		400 30180500 35	NO
Half Codes: 03- Cond Prog			

vals:

PM / Date

CA 05/18/18

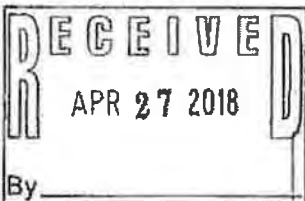
PA / Date

APA / Date

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



SEND ALL PAYMENTS TO:
SUNBELT RENTALS, INC.
PO BOX 409211
ATLANTA, GA 30384-9211



INVOICE NO.	77760560-0001
ACCOUNT NO.	187039
INVOICE DATE	4/19/18
PAGE	1 of 1

INVOICE TO

1oz - 834 - 1020
BBC-CHARLOTTE-MAIN OFFICE ONLY
1930 CAMDEN RD
CHARLOTTE NC 28203-4777



JOB ADDRESS
MARION SQUARE HOTEL-CHARLESTON
404 KING STREET
CHARLESTON, SC 29403 6422
704-319-4000

RECEIVED BY
Dale, Marty

CONTRACT NO.
77760560

PURCHASE ORDER NO.
13026000

JOB NO.
2 - MARION SQUARE HO

BRANCH
CHARLESTON SC PC006
2411 CLEMENTS FERRY RD
CHARLESTON, SC 29492
843-881-4945

QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount
1	19' ELECT SCISSORLIFT 1033056 Make: JLG Model: 1930ES Ser #: M200011655 HR OUT: 35.700 HR IN:	120.00	120.00	275.00	395.00	395.00
TOTAL: 35.700						
Rental Sub-total:						395.00

SALES ITEMS:

Qty	Item number	Unit	Price	Amount
1	SCHERS3	EA	9.880	9.88
1	SC 2.5% HEAVY EQUIP. RENTAL SURCHARGE	EA	12.000	12.00
1	DLPKSRCHG	EA	5.530	5.53
1	TRANSPORTATION SURCHARGE			
1	ENVIRONMENTAL	EA	5.530	5.53
1	ENVIRONMENTAL			
1	DELIVERY CHARGE			50.00
1	PICKUP CHARGE			50.00

BILLED FOR FOUR WEEKS 4/11/18 THRU 5/08/18.

Vendor# 118532 PA CA 5/8/18
Bus. unit/Job# Cost Type/object acct Cost Code/subsidiary Amount
13026400 42035 1010000 \$ 568.54

MGR APPROVAL LESS Retainage Withheld \$
Net Amount Due \$

B. 2723544
D. 1683262

Equipment. Service. Guaranteed.

REMARKS TO:

SUNBELT RENTALS, INC.
PO BOX 409211
ATLANTA, GA 30384-9211

NET DUE UPON RECEIPT

Invoices not paid within 30 days may be subject
to a 1-1/2% per month charge.

SUBTOTAL	522.41
SALES TAX	46.13
INVOICE TOTAL	568.54

4 WEEK BILL

Supp. R. 3274

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



SEND ALL PAYMENTS TO:

SUNBELT RENTALS, INC.
PO BOX 409211
ATLANTA, GA 30384-9211

INVOICE NO. 78309444-0001

ACCOUNT NO. 187039

INVOICE DATE 5/10/18

PAGE 1 of 1

INVOICE TO

1oz .860 - 1023

BBC-CHARLOTTE-MAIN OFFICE ONLY

1930 CAMDEN RD

CHARLOTTE NC 28203-4777



RECEIVED BY

Spanno, Tim

PURCHASE ORDER NO.

CONTRACT NO.

78309444

13026000

JOB NO.

2 - MARION SQUARE HO

BRANCH

CHARLESTON SC PC006
2411 CLEMENTS FERRY RD
CHARLESTON, SC 29492
843-881-4945

JOB ADDRESS

MARION SQUARE HOTEL-CHARLESTON

404 KING STREET

CHARLESTON, SC 29403 6422

704-319-4000

QTY	EQUIPMENT #	Min	Day	Week	4 week	Amount
1	5500LB 19' SHOOTING BOOM FORKLIFT 10010396 Make: JCB Model: 50520TC Ser #: 2459476 HR OUT: 10.000 HR IN: 24.200 TOTAL: 14.200 #balfour Beatty needs proximity alarm# #needs checkin has prox alarm	260.00	260.00	750.00	1400.00	1400.00

Rental Sub-total:

1400.00

SALES ITEMS:

Qty	Item number	Unit	Price	
1	SCHERS3	EA	35.000	35.00
1	SC 2.5% HEAVY EQUIP. RENTAL SURCHARGE	EA	12.000	12.00
1	DLPKSRCHG	EA	12.000	12.00
1	TRANSPORTATION SURCHARGE	EA	19.600	19.60
1	ENVIRONMENTAL	EA	19.600	19.60
1	ENVIRONMENTAL			50.00
1	DELIVERY CHARGE			50.00
1	PICKUP CHARGE			50.00

QTY	EQUIPMENT #	Min	Day	Week	4 week	Amount
-----	-------------	-----	-----	------	--------	--------

BILLED FOR FOUR WEEKS 4/30/18 THRU 5/27/18.

Vendor# 118532 PA CA 5/21/18
Bus. unit/Job# Cost Type/ object acct Cost Code/ subsidiary Amount
13026400 42035 10142200 \$ 1,704.44

\$

MGR APPROVAL LESS Retainage Withheld \$

Net Amount Due \$

B- 2733402
D- 1690253

Equipment. Service. Guaranteed.

EMIT TO:

UNBELT RENTALS, INC.

PO BOX 409211

ATLANTA, GA 30384-9211

NET DUE UPON RECEIPT

Invoices not paid within 30 days may be subject
to a 1-1/2% per month charge.

SUBTOTAL 1,566.60

SALES TAX 137.84

INVOICE TOTAL 1,704.44

01A

Request for Payment

Pay Request # **PE06**
Work Performed Through: **05/30/18**

Subcontractor's Name **Penhall**
Subcontractor's Address **PO Box 842911**
Los Angeles, CA 90087-2911
Phone Number **843-767-1881**
Fax Number

Project Name: **Hotel at Marion Square** Job No.: **13026400** Date: **05/18/18**
Owner: **Library & Associates**

Description of Work:	Concrete Scan and Cutting	
Original Contract Amount	\$20,000.00	
Change Order Total	\$27,325.00	Need C/O's
Through C/O # <u>0</u>		
Total Revised Contract	\$47,325.00	
Previous Work Performed to Date(SSR)	\$46,775.00	
Value of Materials Stored On Site	\$0.00	
Value of Materials Stored Off Site	\$0.00	
Current Month Gross	\$550.00	
New Work Performed to Date	\$47,325.00	
Less <u>0</u> % Retainage	\$0.00	
Amount Earned to Date	\$47,325.00	
Less Previous Net Billings	\$46,775.00	
Less Adjustments/Joint Checks	\$0.00	
Less Pending Back Charges	\$0.00	
Total Amount this Requisition	\$550.00	

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 **07/01/18**

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 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 **N/A**

Owner Payment Rec'd Date:

Payment Terms: **Pay When Paid**

Pay Select #

For Balfour Beatty Use Only:

Contract No.		CO #	Vendor #	Job #
		50540	116431	13026400
Date	Invoice #	Description		
05/30/18	13026400 - PE06	13026400 . PE# PE06 . 180530		
Gross Amount		Retainage Amt	Net Amount	
\$550.00		\$27.50	\$550.00	
Trade Account?	Tax Code	Pay Item & Cost Code		Accrue Tax?
NO		400 51300000.40		NO
Halt Codes 03- Cond Prog NEED CHANGE ORDER				

vals:

PM / Date

CA 05/18/18

PA / Date

APA / Date

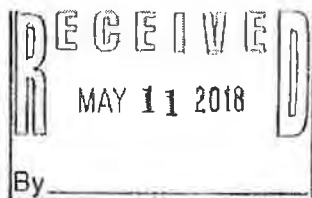
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May 30, 2018

[illegible]



www.penhall.com



Invoice No.	1409
Date	5/08/18
Customer No.	05493
Service Order	000001945

BALFOUR BEATTY CONST
1930 CAMDEN ROAD STE#280
CHARLOTTE NC 28203-
704-319-4000 704-387-2562

PENHALL COMPANY
*Note New Remit To Address
P.O. Box 842911
Los Angeles, CA 90084-2911

Job Address	404 King St.	Customer No.	
Job Name/City	Marion Square CHARLESTON	Customer Job No.	5493
Sales Person	LUCAS, STANLEY J	Ordered By	
Job Division	412	Job/Sub No.	311805 020

Description	Date	Ticket Number	Qty	Price	Amount
-------------	------	---------------	-----	-------	--------

GPR SCAN (1) 7'X4' AREA FOR FLOOR PENETATION IC5005009255	5/03/18				550.00
---	---------	--	--	--	--------

INVOICE QUESTIONS AND PAYMENTS CAN
BE EMAILED TO BWHITE@PENHALL.COM

TERMS: DUE UPON RECEIPT/1% NET 15

For billing questions please contact: 843-767-1881

\$ 550.00

TERMS: DUE ON RECEIPT/1% NET 15 DAYS

Information provided as required by IRC section 3406

Penhall Company TIN 33-0349226

Subject to the standard terms and conditions which are posted and may be accessed at
www.penhall.com/terms-and-conditions.

GPR Scanning Now Available

REV 02 2017



Dear Valued Customer,

In an attempt to submit timely billings for each project, Penhall Company is requesting each customer to provide an electronic billing email address.

Please contact Beverly White – bwhite@penhall.com with your electronic billing address. If you do not currently have an electronic billing address, please confirm your mailing address to submit invoices.

As a reminder, our remittance address is:

**Penhall Company
PO BOX 842911
Los Angeles, CA 90084-2911**

We also accept credit card payments via Master Card, Visa, American Express, and Discover.

You may email all credit card payments to: Beverly White – bwhite@penhall.com or call to process a credit card payment over the phone: Beverly White – 770-941-3401

Penhall currently offers a 1% discount on all payments made via check or ACH within 15 days of invoice date.

Standard Payment Terms: Due Upon Receipt/ 1% Net 15 days

Balfour Beatty
Construction

02A

Statement for Payment

Pay Request # 19
Work Performed Through: 05/30/18

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 Marion Square Job No.: 13026400 Date: 05/24/18
Owner: Library Associates, LLC

Description of Work: Site Work

Original Contract Amount	<u>\$1,270,000.00</u>
Change Order Total	<u>\$176,254.00</u>
Through C/O #: <u>3</u>	
Total Revised Contract	<u>\$1,446,254.00</u>
Previous Work Performed to Date(SSR)	<u>\$1,255,722.73</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>\$19,870.13</u>
New Work Performed to Date	<u>\$1,275,592.86</u>
Less <u>10 % Retainage</u>	<u>\$104,934.84</u>
Amount Earned to Date	<u>\$1,170,658.02</u>
Less Previous Net Billings	<u>\$1,152,774.90</u>
Less Adjustments/Joint Checks	<u>\$0.00</u>
Less Pending Back Charges	<u>\$0.00</u>
Total Amount this Requisition	<u>\$17,883.12</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 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 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 14

Owner Payment Rec'd Date: _____

Payment Terms: Pay When Paid

Pay Select # _____

For Balfour Beatty Use Only:

CO #	Vendor #	Job #	Contract No.
<u>50540</u>	<u>120737</u>	<u>13026400</u>	<u>525440</u>
Date	Invoice #	Description	
<u>05/30/18</u>	<u>13026400 - 19</u>	<u>13026400 , PE# 19 . 18.05</u>	
Gross Amount		Retainage Amt	Net Amount
<u>\$19,870.13</u>		<u>\$093.91</u>	<u>\$17,883.12</u>
Trade Account?	Tax Code	Pay Item & Cost Code	Accrue Tax?
<u>NO</u>		<u>400.50200000.40</u>	<u>NO</u>
Mail Codes: <u>02- OWNER FUNDING</u> <u>LT Waivers</u> <u>PM Approval</u>			

Y/S:

PM / Date

CA 05/24/18

PA / Date

APA / Date

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APPLICATION AND CERTIFICATION FOR PAYMENT

100 DOCUMENT #10702

PAGE ONE OF TWO PAGES

Barnhart B Realty

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

5/16/2018

FROM: CONTRACTOR

VIA: ARCHITECT

Gulf Stream Construction, Inc.,
1983 Technology Dr.
Charleston, SC 29492

PROJECT NO. #13026000

CONTRACT FOR: CONSTRUCTION

CONTRACTOR'S APPLICATION FOR PAYMENT

The undersigned Contractor certifies that all information furnished in this Application for Payment has been prepared in accordance with the Contract Documents and that all amounts have been paid by the Owner in accordance with the Contract Documents. The Contractor certifies that the work shown on this Application for Payment was completed in accordance with the Contract Documents and that the Contractor is entitled to payment therefor.

1. ORIGINAL CONTRACT AMOUNT	\$ 1,270,000.00
2. Net change by Change Order	\$ 000,000.00
3. CONTRACT AMOUNT TO DATE OF PREVIOUS PAYMENT	\$ 1,270,000.00
4. TOTAL COMPLETED WORK TO DATE	\$ 1,270,000.00
5. RETAINAGE	\$ 000,000.00
6. TOTAL EARNED TO DATE OF PREVIOUS PAYMENT	\$ 1,270,000.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$ 000,000.00
8. CURRENT PAYMENT DUE	\$ 1,270,000.00
9. REMAINING CONTRACT AMOUNT	\$ 000,000.00

ARCHITECT'S CERTIFICATE FOR PAYMENT

I, the undersigned Architect, certify that I have examined the Application for Payment and the supporting documents and find that the work shown on this Application for Payment has been completed in accordance with the Contract Documents and that the Contractor is entitled to payment therefor.

APPROVED: 1788312

Date: 5/16/2018

CHANGES	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 000,000.00	\$ 000,000.00
Total approved this Month	\$ 1,270,000.00	\$ 000,000.00
TOTALS	\$ 1,270,000.00	\$ 000,000.00
NET CHANGE BY CHANGE ORDER	\$ 000,000.00	\$ 000,000.00

Users may obtain validation of this document by requesting a completed VIA Document D401 - 1041 - Certification of Document's Authenticity from the Licensee.

Page 3 of 2

18
1884

04/02/17 14/03/18

1152-53

①

A BID PACKAGE #	B CONTRACTOR	C SCHEDULED VALUE	TOTAL CHANGE ORDERS	Budget Transfer	REVISED CONTRACT	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY INSTALLED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G ÷ C)	I BALANCE TO FINISH (C - G)	J RETAINAGE
						FROM PREVIOUS APPLICATION (D-E)	TO THIS PERIOD (H-E)						
1	Mobilization	31,294.14	-		31,294.14	31,294.14	-	-	-	31,294.14	100.00%	-	3,129.41
2	Layout & Site Preparation	76,087.55	-		76,087.55	72,283.17	-	-	-	72,283.17	95.00%	3,804.38	7,228.32
3	Erosion Control	22,557.18	-		22,557.18	22,557.18	-	-	-	22,557.18	100.00%	-	2,255.72
4	Damillion & Tree Removal	30,867.93	-		30,867.93	30,867.93	-	-	-	30,867.93	100.00%	-	3,086.80
5	Demolition of Existing Foundations/Slab Abandon	79,999.88	-	(31,799.91)	48,199.97	79,999.88	-	-	-	79,999.88	100.00%	(31,799.91)	7,999.99
6	Mass Excavation (Earthwork)	488,760.69	-		488,760.69	478,995.48	-	-	-	478,995.48	98.00%	9,775.21	47,898.55
7	Water & Sewer	168,653.25	-		168,653.25	168,653.25	-	-	-	168,653.25	100.00%	-	-
8	Storm Drainage	96,584.95	-		96,584.95	96,584.95	-	-	-	96,584.95	100.00%	-	9,658.50
9	Mech. Vault	56,350.98	-	(30,214.13)	26,136.85	56,350.98	-	-	-	56,350.98	100.00%	(30,214.13)	5,635.10
10	Paving	208,178.45	-		208,178.45	31,226.77	-	-	-	31,226.77	15.00%	176,951.68	3,122.68
11	Hauling Off Spots	10,665.00	-		10,665.00	10,665.00	-	-	-	10,665.00	100.00%	-	1,066.50
12	CO01 - Schedule Update 4/11/16	-	-		-	-	-	-	-	-	-	-	-
13	CO02 Additional Earthwork	-	93,968.14	62,014.04	155,982.18	93,968.14	-	-	-	93,968.14	100.00%	62,014.04	9,396.81
14	CO03 Utility Design Changes	-	42,352.30		42,352.30	42,352.30	-	-	-	42,352.30	100.00%	-	-
15	CO05 Chandler Change Orders	-	15,239.00		15,239.00	15,239.00	-	-	-	15,239.00	100.00%	-	-
16	CO06 Road Plate Rental Add'l 3 Months	-	6,858.06		6,858.06	6,858.06	-	-	-	6,858.06	100.00%	-	685.81
17	CO07.1 Skid Steer and Operator for Work on 5/6	-	960.00		960.00	960.00	-	-	-	960.00	100.00%	-	96.00
18	CO07.2 Add Choker and Generator Pads	-	8,225.00		8,225.00	8,225.00	-	-	-	8,225.00	100.00%	-	822.50
19	CO07.3 Backfill at Capping Beam- Work Directive	-	1,365.00		1,365.00	1,365.00	-	-	-	1,365.00	100.00%	-	136.50
20	CO07.4 Clean off Huston Street 9/16/16	-	4,200.00		4,200.00	4,200.00	-	-	-	4,200.00	100.00%	-	420.00
21	CO07.5 Fence Panel Rental	-	2,500.00		2,500.00	2,500.00	-	-	-	2,500.00	100.00%	-	250.00
22	CO07.6 Mock Up Footer	-	586.50		586.50	586.50	-	-	-	586.50	100.00%	-	58.65
23	CO08.1 Temp Road Plates (COR 15, 23, 27)	-	17,597.00		17,597.00	-	-	17,597.00	-	17,597.00	100.00%	-	1,759.70
24	CO08.2 EW at Mech Yard (COR 18)	-	1,423.13		1,423.13	-	-	1,423.13	-	1,423.13	100.00%	-	142.31
25	CO08.3 Huston Gate Repair (COR 26)	-	850.00		850.00	-	-	850.00	-	850.00	100.00%	-	85.00
		1,270,000.00	188,124.13	0.00	1,458,124.13	1,255,722.73	19,870.13			1,275,592.86	87.00%	180,531.27	104,834.84

**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 \$ 17,883.12 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 17th day of May, 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 INISHMENT 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 17th day of May, 2018.

Signed, sealed and delivered
in the presence of:

Gulf Stream Construction Company, Inc.
a South Carolina corporation

[Signature]
Signature
Ranisha Ward
Print Name

[Signature]
Signature
Justin Ballard, Project Manager
Print Name & Title

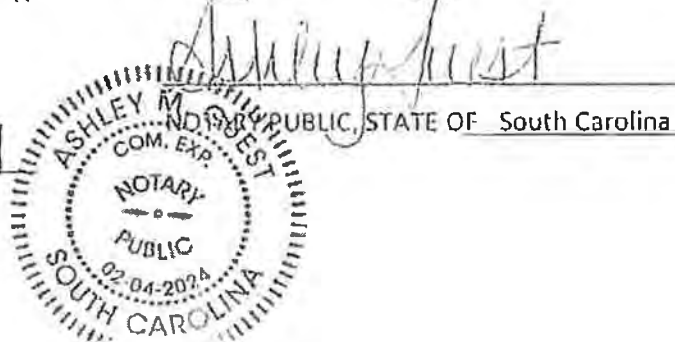
STATE OF South Carolina

COUNTY OF Charleston

The foregoing instrument was acknowledged before me this 17th day of May, 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.

/ Commission Expires:

07/04/2024



Balfour Beatty Construction

TIER RELEASE SCHEDULE

Job Name	Hotel at Marion Square			
Job #	13025000			

Date Prepared:	5/18/2018
----------------	-----------

PRIME SUB'S NAME	Gulf Stream C
Attachment for Pay Req #:	20
for Month Ending:	5/16/2018

A	B	C	D	E	F	G	H	I	J	K
Subcontractors/Suppliers List all subs or suppliers who will perform work for this contract. List Address & Phone Number	Indicate if Tier is based in county of Project	Notice to Owner Filed? (NTQ) (Yes/No)	Date NTO Filed:	Bonded Sub? (Yes/No)	Has tier billed for work to date? select (Yes/No)	Cumulative dollar amount tier billed for work/materials to date:	Tier's most recent invoice is dated through:	Tier's most recent release is dated through: (as noted on releases)	Tier's most recent release is PARTIAL or FINAL? Select One	Comments:
SAMPLE TIER 123 Example Dr. Spartanburg, NC 27607 919-834-1234 Guardian Construction Services, Inc. 1511 Ninety Six Highway North St. SC 29660 Telephone Number: 843-271-3221 Fax Number: 843-271-3226	yes - P/T	NO	N/A	YES	NO	\$12,123.00	4/27/2010	3/7/2010	PARTIAL	thru March 2010
Spartan Brothers Construction Company, Inc. 1890 Harley Street North Charleston, SC 29406 Telephone Number: 843-744-4381 Fax Number: 843-554-2005	No - Greenwood	No	NTQ	NO	YES	\$181,323.34	1/25/17	1/31/17	PARTIAL	
Garver Fence Company 2611 Chislen Road Johns Island, SC 29455 Telephone Number: 843-555-1314 Fax Number: 843-555-3223	Yes - Charleston	No	NTQ	NO	YES	\$2,475.00	7/29/16	9/30/16	PARTIAL	
Tech and Surplus, LLC Post Office Box 60259 North Charleston, SC 29410 Telephone Number: 843-596-5488 Fax Number: 843-824-8968	No - Dorchester	No	NTQ	NO	YES	\$23,405.00	7/18/17	9/30/17	PARTIAL	
Three Oaks Contracting, LLC P.O. Box 409 Raymond, SC 29470 Telephone Number: 843-584-1316 Fax Number: 843-584-1322	Yes - Charleston	No	NTQ	NO	YES	\$56,202.30	3/22/18	5/16/18	PARTIAL	
PO Supply Warehouse, Ltd 4623 Bisco Rd. North Charleston, SC 29418 Telephone Number: (843) 745-4398	Yes - Charleston	No	NTQ	NO	YES	\$30,067.73	3/30/18	5/16/18	PARTIAL	Changed name to Core & Main, LP

COURT REPORTER'S INSTRUCTIONS FOR LOG

Hotel at No.

CSCC Job #:	15-1-100
Job Name:	Hotel at Marion Square
Owner:	Lubner Associates, LLC
GC/Contact Person:	Bullough Realty Construction Nick Starnes
CSCC PM:	Justin Ballard
BASE CONTRACT AMOUNT:	\$1,270,000.00

PM Adj

Updated	5/16/2018
---------	-----------

CHANGE ORDER REQUEST NO.	DESCRIPTION OF CHANGE ORDER	AMOUNT PENDING	TIME REQUESTED (HRS)	DATE FOR SUBMITTED	AMOUNT APPROVED	DATE CO ISSUED	OCO NO. and/or Contract Item No.	NOTES/COMMENTS	Phase Code to be Used
FW01	Salt Fence on E Tree Protection			04/20/16	\$ 3,118.70	04/20/16	1		Varies
N/A	Schedule Change								Varies
Varies	Additional Landwork			01/07/16	\$ 93,968.14	05/26/16	2		2.42.1
4	Utility Design Changes (COR)			02/23/16	\$ 42,352.50	06/07/16	3		
N/A	ABO 53 Changes			08/02/16	\$ -		4		
12	Skid Steer and Operator for Work on May 10 (6 hours)			07/15/16	\$ 964.00	10/18/17	5	ABW collected 1 trip to request skid steer and operator	
13	Hand off of Fill at East Corridor (500 CY Allowance Overrun)	\$ 1,386.15		06/28/16					
14	Add Chiller and Generator Pads			06/30/16	\$ 8,225.00	10/18/17	6		
15	Steel Plate at Water Meter Vault			07/08/16	\$ 3,570.00	07/30/18	7		
16	Hudson St Storm Retains (inc. bolting and box repair)	\$ 19,189.67		08/30/16					
17	Net Value of Chandler's CO - (1.11 to 1 mail)			09/01/16	\$ 15,239.00	09/19/17	8		
18	Extra Concrete Work at Mechanical Yard (3 Oaks)			09/01/16	\$ 423.12	09/19/18	9		
19	Backfill at Camping Area - 7.11-7.12-16 Work Directive			12/06/16	\$ 1,565.00	10/18/17	10		
20	Cleaning off Hudson St - 0.16.16			12/06/16	\$ 4,200.00	10/18/17	11		
21	Lowering King St Storm Drain 4" - (1.10 to 1.5 Ins)	\$ 8,290.00		12/06/16					
22	Fence Panel Rentals (delivered Feb 3)				\$ 2,500.00	10/18/17	12		
23	Temporary Road/Planes - West side of bldg				\$ 9,239.00	09/30/18	13		
24	POH Concrete			03/22/17	\$ 580.50	10/18/17	14		
25	Road Plate Rental Addtl 3 Months			07/08/17	\$ 6,355.00	7/11/17	15	April-May-June (Orig. CO was for Feb & March)	
26	Hudson Gate Repair			07/15/17	\$ 2,500.00	09/30/18	16	Clayton Cost: \$550 + 150 (Gravel) = \$700	2.00.1
27	Road Plate Rental Addtl 3 Months (Only-Scam)			09/20/17	\$ 6,355.00	09/30/18	17	Owner did not change plans	
28	Contract Revisions	\$ A							
29	Raise Grease Trap Manholes	\$ 1,580.00							
REVISIO CONTRACT AMOUNT		\$70,689.67			\$1,066,124.13				
	Total with E&W included				\$ 1,470,242.92				

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. 54

GSCC Job No. 151109
Owner / GC Project No.: 13026000
Engineer / Architect Project No.: 209007

Via E-Mail

Date: 05/23/2018

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: Alec 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. 20	1	New	For review and payment

Notes:

Justin Ballard
Project Manager

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

Balfour Beatty

Construction

02J

Test for Payment

Subcontractor's Name **Pleasant Places Inc**
 Subcontractor's Address **449 Long point Road**
Mt Pleasant SC 29464
 Phone Number **843-881-3430**
 Fax Number

Pay Request # **PE06**
 Work Performed Through: **05/30/18**

Project Name: **Hotel at Marion Square** Job No.: **13026400** Date: **05/18/18**
 Owner: **Library Associates, LLC**

Description of Work: **Landscape, Hardscape & Irrigation**
 Original Contract Amount **\$317,316.00**
 Change Order Total **\$13,530.00**
 Through C/O #: **0**
 Total Revised Contract **\$330,846.00**
 Previous Work Performed to Date(SSR) **\$250,967.00**
 Value of Materials Stored On Site **\$0.00**
 Value of Materials Stored Off Site **\$0.00**
 Current Month Gross **\$28,290.00**
 New Work Performed to Date **\$279,257.00**
 Less **0 % Retainage** **\$27,925.70**
 Amount Earned to Date **\$251,331.30**
 Less Previous Net Billings **\$225,870.30**
 Less Adjustments/Joint Checks **\$0.00**
 Less Pending Back Charges **\$0.00**
 Total Amount this Requisition **\$25,461.00**

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 **08/14/18**

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 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 **14**

Owner Payment Rec'd Date:

Payment Terms: **Pay When Paid**

Pay Select #

For Balfour Beatty Use Only:

CO #	Vendor #	Job #	Contract No.
50540	3692595	13026400	532618
Date	Invoice #	Description	
05/30/18	13026400 - PE06	13026400 . PE# PE06 . 18.05	
Gross Amount		Retainage Amt	Net Amount
\$28,290.00		\$1,414.50	\$25,461.00
Trade Account?	Tax Code	Pay Item & Cost Code	Accrue Tax?
NO		400 50710000.40	NO
Hall Codes: 02- OWNER FUNDING Lower Tier Waivers PM Approval <i>Hold all pay apps for GGL per Sherie</i>			

its:

PM / Date

CA 05/18/18

PA / Date

APA / Date

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

EXHIBIT G - APPLICATION FOR PAYMENT

 Pay Request #: 6
 Work Performed Through 5/31/18

 Subcontractor's Name: Pleasant Places, Inc.
 Subcontractor's Address: 449 Long Point Road, Mt. Pleasant, SC 29464
 Phone Number: 843-881-3430
 Fax Number: _____

 Project Name: Hotel at Marion Square Project No.: 13026000 Date: 5/15/18
 Owner: _____
Description of Work: Landscape, Hardscape & IrrigationOriginal Contract Amount: \$317,316.00Change Order Total: \$13,530.00

Through C/O: _____

Total Revised Contract \$330,846.00Value of Work Performed to Date \$279,257.00

Value of Materials Stored On Site _____

Value of Materials Stored Off Site _____

Current Month (Stored Materials) _____

Total \$279,257.00Less 10.0000 % Retainage \$27,925.70Amount Earned to Date \$251,331.30Less Previous Billings/Payments \$225,870.30

Less Adjustments/Joint Checks _____

Less Pending Back Charges _____

Total Amount this Requisition \$25,461.00

Subcontract	☐	Purchase Order	☐
Other Contract Type	_____		
Unit Price	☐	Lump Sum	☐
Banded	☐	Unbanded	☐
Subguard	☐	Alternate Plan	☐
Contract Increased 20%?	Y ☐	N ☐	
If yes, band order received	Y ☐	N ☐	
EEO Reports Current	Y ☐	N ☐	
Certified Payrolls Current	Y ☐	N ☐	
Insurance Status	_____		
Insurance Expiration Date	_____		
Release Attached	Y ☐	N ☐	
Time/Supplier Release	Y ☐	N ☐	
If Required	_____		
Reducing Retention	Y ☐	N ☐	
If reducing retainage, reducing	From ☐	To ☐	
Consent of Surety for retention reduction if banded	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 #	_____		

For Balfour Beatty Construction Use Only:				
CO #	Vendor #	Job #	Contract No.	
		13026000	029	
Date	Invoice #	Description		
Gross Amount		Retainage Amt	Net Amount	
Accrue Tax	Tax Code	Pay Item & Cost Code		
Yes				
No				
Halt Code: _____				

Approvals:

PM / Date _____

PA / Date _____

APR / Date _____

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

KNOW ALL MEN BY THESE PRESENTS:

That Pleasant Places (the "Lienor") for and in consideration of the payment of the sum of \$ 25,461.00 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 15th day of May, 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 15 day of May, 2018

Signed, sealed and delivered
in the presence of:

Angela Carducci
Signature
Angela Carducci
Print Name

Pleasant Places
a LLC corporation
John Artigue
Signature
John Artigue VP
Print Name & Title

STATE OF SC
COUNTY OF Charleston

The foregoing instrument was acknowledged before me this 15 day of May, 2018 by John Artigue VP of Pleasant Places a LLC 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: 2/27/20

Angela Carducci
NOTARY PUBLIC, STATE OF SC

ANGELA CARDUCCI
Notary Public, State of South Carolina
My Commission Expires 2/27/2020

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER: Balfour Beatty Construction
1930 Camden Road
Charlotte, NC 28203

FROM CONTRACTOR: Pleasant Places Inc.
449 Long Point Road
Mt. Pleasant, SC 29464

CONTRACT FOR: VIA ARCHITECT

VIA DOCUMENT G702

Application is made for payment, as shown below, in connection with the Contract.

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

APPLICATION NO.: 6
PERIOD TO: 5/31/2018
PROJECT NOS: 13026000

Distribution to:
OWNER
ARCHITECT
CONTRACTOR

CONTRACT DATE: July 17, 2015

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.

1. ORIGINAL CONTRACT SUM \$ 317,316.00
2. Net change by Change Orders \$ 13,530.00
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 330,846.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 279,257.00
5. RETAINAGE:
- a. 10% % of Completed Work (Column D + E on G703) \$ 27,925.70
- b. 10% % of Stored Material (Column F on G703) \$
- Total Retainage (Line 5a + 5b or Total in Column I of G703) \$ 27,925.70

6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total) \$ 251,331.30

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 225,070.30

8. CURRENT PAYMENT DUE \$ 25,451.00

9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 79,514.70

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month	\$ 13,530.00	
TOTALS	\$ 13,530.00	\$
NET CHANGES by Change Order	\$	13,530.00



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

CONTRACTOR

By: _____ Date: _____

State of _____
County of _____
Subscribed and sworn to before me this _____ day of _____

Notary Public: _____
My Commission expires: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$

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

ARCHITECT

By: _____ Date: _____

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

G702-1992

CONTINUATION SHEET

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT.

containing Contractor's signed Certification, is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply

AIA DOCUMENT G702

OFFICIAL RECORD

APPLICATION NO.

APPLICATION DATE: 5/14/2018

PERIOD TO: 5/31/2018

ARCHITECT'S PROJECT NO.: 13026000

PROJECT NAME: Hotel at Marion Square

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 (IF VARIABLE) RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD				
1	Herringbone Brick Paving interior course	\$ 16,200.00	\$ 12,960.00			\$ 12,960.00	\$ 3,240.00	\$
2	Bluestone paving	\$ 147,600.00	\$ 132,840.00	\$ 14,760.00		\$ 147,600.00	\$	\$
3	Running bond brick paving	\$ 31,680.00	\$ 25,344.00			\$ 25,344.00	\$ 6,336.00	\$
4	Running bond patch at planter to match existing Granite-	\$ 3,600.00	\$ 3,600.00			\$ 3,600.00	\$	\$
5	Cobbles for Palm tree planter	\$ 2,750.00	\$			\$	\$	\$
6	Brick Edging at Palm tree planter	\$ 1,080.00	\$ 1,080.00			\$ 1,080.00	\$ 2,750.00	\$
7	Granite Planter Curb Raised	\$ 16,800.00	\$ 15,100.00			\$ 15,100.00	\$ 1,700.00	\$
8	Granite Planter Curb Flush	\$ 15,050.00	\$ 13,500.00			\$ 13,500.00	\$ 1,550.00	\$
9	Granite Planter Curb Flush	\$ 540.00	\$ 540.00			\$ 540.00	\$	\$
10	Granite Planter Curb Flush	\$ 14,250.00	\$ 13,000.00			\$ 13,000.00	\$ 1,250.00	\$
11	Granite Curb reinstall - straight run	\$ 15,750.00	\$ 15,750.00			\$ 15,750.00	\$	\$
12	Granite Curb reinstall - radius Bollards-	\$ 990.00	\$ 990.00			\$ 990.00	\$	\$
13	Cherry Street Bollard Irrigation-	\$ 11,988.00	\$ 11,988.00			\$ 11,988.00	\$	\$
14	Irrigation booster pump	\$ 7,395.00	\$			\$	\$ 7,395.00	\$
15	Irrigation sleeving	\$ 4,500.00	\$ 4,275.00			\$ 4,275.00	\$ 225.00	\$
16	Irrigation system Landscape-	\$ 1,750.00				\$	\$ 1,750.00	\$
17	Canopy trees	\$ 5,050.00				\$	\$	\$
18	Shrubs	\$ 1,280.00				\$	\$ 500.00	\$
19	Ornamental grasses and groundcovers	\$ 3,863.00				\$	\$ 1,280.00	\$
20	Mulch	\$ 780.00				\$	\$ 3,863.00	\$
21	Planting soil	\$ 2,800.00				\$	\$ 780.00	\$
22	Planting boxes	\$ 11,620.00				\$	\$ 2,800.00	\$
23	CO2 South Palm - Blue Stone Revision	\$ 13,530.00		\$ 13,530.00		\$ 13,530.00	\$ 11,620.00	\$
		\$ 330,846.00	\$ 250,957.00	\$ 28,290.00		\$ 279,257.00	\$ 51,589.00	\$



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1991-1992

CHANGE ORDER

JOB/S/C # 13026000 - 029

Vendor# 3573671

02

To CONTRACT dated July 17, 2015

DATE of this Change Order May 10, 2018

To: Pleasant Places, Inc.
449 Long Point Road
Mt. Pleasant, SC 29464
Lislon Edwards

PREVIOUS CONTRACT AMOUNT \$317,316.00

ADD/DEDUCT for this C.O. \$13,530.00

JOB: Hotel at Marion Square

AT: Charleston, SC 29403

NEW CONTRACT AMOUNT \$330,846.00

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
2078	South Patio - Blue Stone Revision	\$13,530.00	400.50290000.40

Furnish all labor, material and supervision to provide additional blue stone pavers at the south patio due to plan L-900 revision. This price includes all waste factors and additional labor to complete the Blue Stone installation.

Total Add to this Contract as a result of this Change Order is \$13,530.00, Thirteen thousand five hundred thirty dollars which includes all applicable sales tax.

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

Code: 400.50290000.40 RCO No.: 238 OCO No.: 012

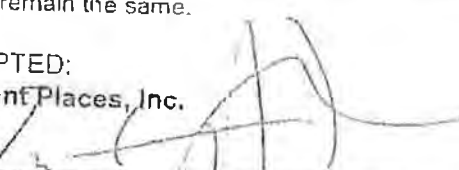
S F R N,

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:

Pleasant Places, Inc.

By 

Print Name John Cortigues

Title VP

L 0/14/18

ACCEPTED:

BALFOUR BEATTY CONSTRUCTION, LLC

By Nick Starcevic

Title Project Manager

Date 1

CHANGE ORDER
APPROVAL
COVERSHEETC.C.O. NUMBER: 029 - 02 JOB LOCATION: Hotel at Marion SquareSUBCONTRACTOR: Pleasant Places, Inc.CI NUMBER: _____ AMOUNT: \$13,530.00

DESCRIPTION OF SCOPE OF WORK BEING ADDED OR REMOVED:

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) | ☐ RB 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: [Signature] 5-10-18

BUYER'S MANAGER: _____

APPROVED:

PROJECT MANAGER EXECUTIVE: [Signature]

ATTACHMENTS

BACKUP DOCUMENTS

Pleasant Places Change Order Request 02907757 dated 4/18/18

[illegible]

Job #	1	Hotel at Martin Square
Job #	2	15026300
Scope of Work		Landscaping, Hardscape, Irrigation
Date Prepared:		3/7/2018
PRIME SUB'S NAME		1Phoenix Plance
Attachment for Pay Req #:		16 May
for Month Ending:		16/31/2018

[illegible]

hereby certify that all Subcontractors/Suppliers for the referenced project are as listed above

V.P.

Barnha. our 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
FROM CONTRACTOR:
BAKER ROOFING COMPANY
PO BOX 28057
RALEIGH, NC 27603

PROJECT: HOTEL AT MARION SQUARE
VIA ARCHITECT:

APPLICATION NO: 17
PERIOD TO: 5/31/2018
PROJECT NO: #13028000

Distribution to:
X OWNER
X ARCHITECT
X INSPECTOR

CONTRACTOR'S APPLICATION FOR PAYMENT

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

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.

1. ORIGINAL CONTRACT SUM \$ 846,920.00
2. Net change by Change Orders \$ 236,220.38
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 1,083,140.38
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 1,071,445.38
5. RETAINAGE: \$ 107,144.55
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total) \$ 964,300.83
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)
8. CURRENT PAYMENT DUE \$ 783,278.43
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)

SUBCONTRACTOR
By:  Date: 5/18/2018
CONTRACTOR
By: _____ Date: _____
CONSTRUCTION MANAGER:
By: _____ Date: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT REQUESTED \$ 181,022.40

(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 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	

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Benchmark Building

ALL DOCUMENT G703

CONTINUATION SHEET

ALL DOCUMENTS (PER APPLICATION AND CERTIFICATION FOR PAYMENT, including
 CONTRACTS, SCHEDULES, SPECIFICATIONS, AND OTHERS) SHALL BE
 SUBMITTED TO THE CONTRACTOR AND SHALL BE THE PROPERTY OF THE
 CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE
 PROTECTION OF ALL DOCUMENTS AND SHALL BE RESPONSIBLE FOR
 THE RETURN OF ALL DOCUMENTS TO THE CONTRACTOR.

APPLICATION NO:
 APPLICATION DATE:
 PERIOD TO:

BID PACKAGE #	CONTRACTOR	SCHEDULED VALUE	TOTAL CHANGE ORDERS	REVISED CONTRACT	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E+F)	THIS PERIOD (H - F)	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+H)	% (G+C)	BALANCE TO FINISH (F - G)	RETAINAGE
	MOBILIZATION	78,441.00		78,441.00	78,441.00		-	78,441.00	100.00%	-	7,844.10
	MOBILIZATION	7,000.00		7,000.00	7,000.00		-	7,000.00	100.00%	-	700.00
	SUBMITTALS	22,650.00		22,650.00	22,650.00		-	22,650.00	100.00%	-	2,265.00
	PUNCH LIST	1,500.00		1,500.00	1,500.00		-	1,500.00	50.00%	800.00	50.00
	PUNCH LIST	15,360.00		15,360.00	15,360.00		-	15,360.00	50.00%	7,680.00	768.00
	UPPER PVC ROOF MATERIALS	28,671.00		28,671.00	28,671.00		-	28,671.00	100.00%	-	2,867.10
	MAIN UPPER COPPER ROOF MAT	137,895.00		137,895.00	137,895.00		-	137,895.00	100.00%	-	13,789.50
	UPPER PVC ROOF LABOR	13,900.00		13,900.00	13,900.00		-	13,900.00	100.00%	-	1,390.00
	MAIN UPPER COPPER ROOF LABOR	65,520.00		65,520.00	65,520.00		-	65,520.00	100.00%	-	6,552.00
	LOWER CANOPY ROOF MATERIALS	16,281.00		16,281.00	16,281.00		-	16,281.00	100.00%	-	1,628.10
	7TH FL TERRACE COPPER ROOF MAT	21,770.00		21,770.00	21,770.00		-	21,770.00	100.00%	-	2,177.00
	LOWER CANOPY ROOF LABOR	7,500.00		7,500.00	7,500.00		-	7,500.00	100.00%	-	750.00
	7TH FL TERRACE COPPER ROOF LAB	14,450.00		14,450.00	14,450.00		-	14,450.00	100.00%	-	1,445.00
	CLOSE OUT DOCUMENTS SINGLE PLY	500.00		500.00	500.00		-	500.00	0.00%	500.00	-
	COMPOSITE CLEAN UP SINGLE PLY	500.00		500.00	500.00		-	500.00	100.00%	-	50.00
	BALL ROOM COPPER ROOF MAT	12,740.00		12,740.00	12,740.00		-	12,740.00	100.00%	-	1,274.00
	BALL ROOM COPPER ROOF LABOR	6,300.00		6,300.00	6,300.00		-	6,300.00	100.00%	-	630.00
	7TH FL TERRACE SOFFIT MATERIALS	6,950.00		6,950.00	6,950.00		-	6,950.00	100.00%	-	695.00
	7TH FL TERRACE SOFFIT LABOR	7,560.00		7,560.00	7,560.00		-	7,560.00	100.00%	-	756.00
	CORNICE AND BUILT IN GUTTER MAT	145,350.00		145,350.00	145,350.00		-	145,350.00	100.00%	-	14,535.00
	CORNICE AND BUILT IN GUTTER LAB	60,410.00		60,410.00	60,410.00		-	60,410.00	100.00%	-	6,041.00
	7TH FL HALF ROUND GUTTER MAT	3,610.00		3,610.00	3,610.00		-	3,610.00	100.00%	-	361.00
	7TH FL HALF ROUND GUTTER LABOR	1,510.00		1,510.00	1,510.00		-	1,510.00	100.00%	-	151.00
	BALL ROOM HALF ROUND GUTTE MAT	18,010.00		18,010.00	18,010.00		-	18,010.00	100.00%	-	1,801.00
	BALL ROOM HALF ROUND GUTT LABOR	8,330.00		8,330.00	8,330.00		-	8,330.00	100.00%	-	833.00
	LOUVER MATERIALS	83,490.00		83,490.00	83,490.00		-	83,490.00	100.00%	-	8,349.00
	LOUVER LABOR	3,700.00		3,700.00	3,700.00		-	3,700.00	100.00%	-	370.00
	COPING AND TRIM MATERIALS	9,200.00		9,200.00	9,200.00		-	9,200.00	100.00%	-	920.00
	COPING AND TRIM LABOR	5,940.00		5,940.00	5,940.00		-	5,940.00	100.00%	-	594.00
	CLOSOUT DOCUMENTS	2,700.00		2,700.00	2,700.00		-	2,700.00	0.00%	2,700.00	-
	MOCK UP	9,722.00		9,722.00	9,722.00		-	9,722.00	100.00%	-	972.20
	TEMP ROOF ALLOWANCE	20,000.00		20,000.00	20,000.00		-	20,000.00	100.00%	-	2,000.00
	WOOD BLOCKING	5,930.00		5,930.00	5,930.00		-	5,930.00	100.00%	-	593.00
	COMPOSITE CLEAN UP COPPER ROOF	2,000.00		2,000.00	2,000.00		-	2,000.00	100.00%	-	200.00
	MARQUEE MOCKUP	23,117.53		23,117.53	23,117.53		-	23,117.53	100.00%	-	2,311.75
	COP2 METAL FLASHING AT CAPSTO	19,866.85		19,866.85	19,866.85		-	19,866.85	100.00%	-	1,986.68
	COP #3 MARQUEE CANOPY	193,235.00		193,235.00	193,235.00		-	193,235.00	100.00%	-	19,323.50
	GRAND TOTALS	1,083,140.38	244,150.38	1,083,140.38	870,309.38	204,138.00	0.00	1,071,445.38	98.75%	11,695.00	1,071,445.38

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

KNOW ALL MEN BY THESE PRESENTS:

That BAKER ROOFING COMPANY (the "Lienor") for and in consideration of the payment of the sum of \$ 181,022.40 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:

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 18 day of MAY, 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 18 day of MAY, 2018.

Signed, sealed and delivered
In the presence of:

BAKER ROOFING COMPANY
a NORTH CAROLINA corporation

Melinda B Cates
Signature
Melinda B Cates
Print Name

Druc Harrington VP
Signature
Druc Harrington VP
Print Name & Title

STATE OF NC

COUNTY OF WAKE



The foregoing instrument was acknowledged before me this 18 day of MAY, 2018 by BAKER ROOFING COMPANY a NORTH CAROLINA corporation on, on behalf of the corporation. He/she is personally known to me or has produced SELF (type of identification) as identification.

Melinda B Cates
NOTARY PUBLIC, STATE OF NORTH CAROLINA

My Commission Expires: 3-23-20

Balfour Beatty Construction

TIER RELEASE SCHEDULE

Job Name	Hotel at Marion Square
Job #	13926000

Date Prepared:	5/18/2018
----------------	-----------

PRIME SUB'S NAME	BAKER ROOFING COMPANY
Attachment for Pay Req #:	17
for Month Ending:	5/31/2018

A	B	C	D	E	F	G	H	I	J	K
Subcontractors/Suppliers List all subs or suppliers who will perform work for this contract. List Address & Phone Number	Indicate if Tier is based in county of Project	Notice to Owner Filed (NTO) (Yes/No)	Date NTO Filed:	Bonded SUB? (Yes/No)	Has the billed for work to date? select: (Yes/No)	Cumulative dollar amount billed for work materials to date:	Tier's most recent release is indexed to through:	Tier's most recent release is dated through: (as noted on release)	Tier's most recent release is PARTIAL or FINAL? Select One	Comments:
SOUTHERN ALUMINUM FINISHING VILLA RICA, GA 770- 942-1207	NO			YES	YES	\$70,394.80	9/30/2017		PARTIAL	
ABC SUPPLY CO INC	NO			YES	YES	\$126,503.34	9/30/2017		PARTIAL	
ENGLERT	NO			YES	YES	\$19,643.35	6/30/2017		PARTIAL	
ORNAMETALS MANUFACTURING	NO			YES	YES	\$9,530.40	2/28/2017		PARTIAL	
FASTENAL COMPANY	NO			YES	YES	\$9,186.29	4/30/2017		PARTIAL	
METAL ROOF SYSTEMS	NO			YES	YES	\$5,995.35	3/30/2017		PARTIAL	
					YES				PARTIAL	
					YES				PARTIAL	
					YES				PARTIAL	
					YES				PARTIAL	

Bill to: **Balfour Beatty**
1930 Camden Rd #280
Charlotte, NC 28203 US
|||

Ship to **Job: 1080119-16 Hotel At Marlon Square**
404 King St
Charleston, SC 29403

Cost #	Customer Ref	Invoice #	Invoice Date	Due Date	Disc Date	Terms
500273		48531	05/18/18	06/17/18		Net 30 Days

Total	201,136.00
Sales Tax	
Less Retainage	20,113.60
Total Due	181,022.40

Add 3% If paying by Credit Card	5,430.67
--	-----------------

Remit Payment To: Baker Roofing Company
517 Mercury St
PO Box 26057
Raleigh, NC 27611
919.828.2975

Supp. R. 3299

Hotel at Marion Square - Subcontractor Pay Application Checklist**Pay Application Thru:**[illegible]

Function Owner: Nancy Novak
Document Owner: Tammy Yang

Version Number: 01.00
Issue Date: 10/01/2015
Page 1 of 2

08I

Balfour Beatty
Construction

Request for Payment

Pay Request # **17**
Work Performed Through: **05/31/18**

Subcontractor's Name **1st Choice Glass**
Subcontractor's Address **3321 Westwood Industrial Dr.**
Monroe, NC 28110
Phone Number _____
Fax Number _____

Project Name: **Hotel at Marion Square** Job No.: **13026400** Date: **05/24/18**
Owner: **Library Associates, LLC**

Description of Work: **Glass & Glazing**

Original Contract Amount	\$1,939,445.00
Change Order Total	\$339,885.63
Through CO #: 0	
Total Revised Contract	\$2,279,330.63
Previous Work Performed to Date(SSR)	\$2,113,715.78
Value of Materials Stored On Site	\$0.00
Value of Materials Stored Off Site	\$0.00
Current Month Gross	\$6,069.00
New Work Performed to Date	\$2,119,784.78
Less 10 % Retainage	\$163,468.63
Amount Earned to Date	\$1,956,316.15
Less Previous Net Billings	\$1,950,854.05
Less Adjustments/Joint Checks	\$0.00
Less Pending Back Charges	\$0.00
Total Amount this Requisition	\$5,462.10

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 **05/19/18**

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 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 **11**

Owner Payment Rec'd Date: _____

Payment Terms: **Pay When Paid**

Pay Select # _____

For Balfour Beatty Use Only:

CO #	Vendor #	Job #	Contract No.
50540	108005	13026400	546271
Date	Invoice #	Description	
05/31/18	13026400 - 17	13026400 . PE# 17 . 18.05	
Gross Amount		Retainage Amt	Net Amount
\$6,069.00		\$303.45	\$5,462.10
Trade Account?	Tax Code	Pay Item & Cost Code	Accrue Tax?
NO		400 50890000.40	NO
Halt Codes: 02- OWNER FUNDING Owner Waiver PM APP Change Order #14 needs to be issued Lower Tier Waivers SUB SUP SCH			

Revals:

PM / Date

CA 05/24/18
PA / Date

APA / Date

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

G702/CM

Project: The Hotel at Marion Square

To: Balfour Beatty Construction, LLC
1930 Camden Rd, Suite 280
Charlotte, NC 28203

From: 1st Choice Glass Inc
3221 Westwood Industrial Dr.
Monroe, NC 28110

19

May 24, 2018

May 1, 2018

May 31, 2018

☐ ☐ ☐ ☐ ☐

Contract For:

Construction Manager:

Architect:

APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet, 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 show herein is now due

1. ORIGINAL CONTRACT SUM	1,939,445.00
2. Net Change By Change Orders	339,885.63
3. CONTRACT SUM TO DATE	2,279,330.63
4. TOTAL COMPLETED AND STORED TO DATE	2,119,784.78

CONTRACTOR: 1st Choice Glass Inc.

By:

Paul Dustin
Paul Dustin, Project Manager

Date:

5/24/18

5. RETAINAGE:

- a. of Completed Work
- b. of Stored Material

163,468.63
0.00

Subscribed and sworn before me this ____ day of ____

Paul Dustin, Project Manager, personally appeared before me, the undersigned notary public, and provided satisfactory evidence of identification to be the person who signed this document in my presence and swore or affirmed to me that the contents of this document are truthful and accurate to the best of his/her knowledge and belief.

6. TOTAL EARNED LESS RETAINAGE**7. LESS PREVIOUS CERTIFICATES FOR PAYMENT****8. CURRENT PAYMENT DUE****9. BALANCE TO FINISH, INCLUDING RETAINAGE**

Notary Public:

My Commission expires:

CERTIFICATE FOR PAYMENT

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

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	333,816.63	0.00
Total approval this Month	6,069.00	0.00
TOTALS	339,885.63	0.00
NET CHANGES by Change Order	339,885.63	

AMOUNT CERTIFIED

CONSTRUCTION MANAGER:

By:

Date:

ARCHITECT:

By:

Date:

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

CONTINUATION SHEET G703

PROJECT: The Hotel at Marion Square

1st Choice Glass Inc

Page 1 of 4

Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

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May 24, 2018

May 1, 2018

May 31, 2018

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

A Item #	B Description of Work	C Scheduled Value	D Work Completed		E Completed This Period	F Materials Presently Stored	G Total Completed and Stored To Date	H Balance to Finish	I Retainage
			From Previous Application(s)						
1	Project Management	20,000.00	18,000.00		0.00		18,000.00	2,000.00	1,800.00
2	Submittals	25,000.00	22,500.00		0.00		22,500.00	2,500.00	2,250.00
3	1st Floor								
4	Interior Glazing	90,000.00	85,500.00		0.00		85,500.00	4,500.00	8,550.00
5	Soft Mirror	20,000.00	20,000.00		0.00		20,000.00	0.00	2,000.00
6	1st Floor Labor	31,280.00	23,460.00		0.00		23,460.00	7,820.00	2,346.00
7	2nd Floor								
8	Windows	76,212.00	76,212.00		0.00		76,212.00	0.00	3,810.60
9	Int Glazing	35,000.00	28,000.00		0.00		28,000.00	7,000.00	2,800.00
10	Labor	19,280.00	14,460.00		0.00		14,460.00	4,820.00	1,446.00
11	3rd Floor								
12	Windows	21,170.00	21,170.00		0.00		21,170.00	0.00	1,058.50
13	Terrace Doors	247,506.00	247,506.00		0.00		247,506.00	0.00	12,375.30
14	Storefront Doors	9,100.00	9,100.00		0.00		9,100.00	0.00	910.00
15	Toilet Doors	31,320.00	31,320.00		0.00		31,320.00	0.00	3,132.00
16	Showers	24,876.00	24,876.00		0.00		24,876.00	0.00	2,487.60
17	Int Glazing	3,800.00	3,610.00		0.00		3,610.00	190.00	361.00
18	Labor	21,180.00	20,121.00		0.00		20,121.00	1,059.00	2,012.10
19	4th Floor								
20	Windows	114,318.00	114,318.00		0.00		114,318.00	0.00	5,715.90
21	Toilet Doors	31,320.00	31,320.00		0.00		31,320.00	0.00	3,132.00
22	Showers	24,876.00	24,876.00		0.00		24,876.00	0.00	2,487.60
23	Interior Glazing	3,800.00	3,610.00		0.00		3,610.00	190.00	361.00
24	Labor	21,680.00	20,596.00		0.00		20,596.00	1,084.00	2,059.60

A=Line Item Number B=Brief Item Description C=Total Value of Item D=Total of D and E From Previous Application(s) (if Any) E=Total Work Completed For This Application
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19

Document G702. APPLICATION AND CERTIFICATE FOR PAYMENT, containing

Contractor's signed Certification is attached.

May 24, 2018

May 1, 2018

May 31, 2018

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

A Item #	B Description of Work	C Scheduled Value	D Work Completed		E Completed This Period	F Materials Presently Stored	G		H Balance to Finish	I Retainage
			From Previous Application(s)				Total Completed and Stored To Date	%		
25	5th Floor									
26	Windows	114,318.00	114,318.00	0.00	0.00		114,318.00	100.00	0.00	5,715.90
27	Toilet Doors	30,450.00	30,450.00	0.00	0.00		30,450.00	100.00	0.00	3,045.00
28	Showers	24,185.00	24,185.00	0.00	0.00		24,185.00	100.00	0.00	2,418.50
29	Interior Glazing	3,800.00	3,610.00	0.00	0.00		3,610.00	95.00	190.00	361.00
30	Labor	21,680.00	20,596.00	0.00	0.00		20,596.00	95.00	1,084.00	2,059.60
31	6th Floor									
32	Windows	44,457.00	44,457.00	0.00	0.00		44,457.00	100.00	0.00	2,222.85
33	Terrace	153,218.00	153,218.00	0.00	0.00		153,218.00	100.00	0.00	7,660.90
34	Toilet Doors	17,400.00	16,530.00	0.00	0.00		16,530.00	95.00	870.00	1,653.00
35	Showers	13,820.00	13,129.00	0.00	0.00		13,129.00	95.00	691.00	1,312.90
36	Interior Glazing	3,800.00	0.00	0.00	0.00		0.00	0.00	3,800.00	0.00
37	Labor	17,380.00	12,166.00	0.00	0.00		12,166.00	70.00	5,214.00	1,216.60
38	7th Floor									
39	Windows	99,499.00	99,499.00	0.00	0.00		99,499.00	100.00	0.00	4,974.95
40	Toilet Doors	21,750.00	20,662.50	0.00	0.00		20,662.50	95.00	1,087.50	2,066.25
41	Showers	17,275.00	16,411.25	0.00	0.00		16,411.25	95.00	863.75	1,641.13
42	Interior Glazing	3,800.00	0.00	0.00	0.00		0.00	0.00	3,800.00	0.00
43	Labor	18,380.00	9,190.00	0.00	0.00		9,190.00	50.00	9,190.00	919.00
44	8th Floor									
45	Windows	99,499.00	99,499.00	0.00	0.00		99,499.00	100.00	0.00	4,974.95
46	Toilet Doors	22,620.00	20,358.00	0.00	0.00		20,358.00	90.00	2,262.00	2,035.80
47	Showers	17,966.00	16,169.40	0.00	0.00		16,169.40	90.00	1,796.60	1,616.94
48	Interior Glazing	3,800.00	0.00	0.00	0.00		0.00	0.00	3,800.00	0.00

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CONTINUATION SHEET G703

PROJECT: The Hotel at Marion Square

1st Choice Glass Inc

Page 3 of 4

Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

Contractor's signed Certification is attached.

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May 24, 2018

May 1, 2018

May 31, 2018

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

A Item #	B Description of Work	C Scheduled Value	D Work Completed		E Completed This Period	F Materials Presently Stored	G Total Completed and Stored To Date	H Balance to Finish	I Retainage
			From Previous Application(s)						
49	Labor	18,380.00	9,190.00		0.00		9,190.00	9,190.00	919.00
50	9th Floor								
51	Nana Walls	155,000.00	155,000.00		0.00		155,000.00	0.00	15,500.00
52	Storefront	16,900.00	16,900.00		0.00		16,900.00	0.00	1,690.00
53	Labor	17,875.00	8,937.50		0.00		8,937.50	8,937.50	893.75
54									
55	Mock Ups	10,275.00	10,275.00		0.00		10,275.00	0.00	1,027.50
56	Composite Clean Up	3,200.00	0.00		0.00		0.00	3,200.00	0.00
57	Caulking	18,000.00	16,200.00		0.00		16,200.00	1,800.00	1,620.00
58	Mobilization	19,000.00	19,000.00		0.00		19,000.00	0.00	1,900.00
59	Sundries & Fab Supplies	60,000.00	54,000.00		0.00		54,000.00	6,000.00	5,400.00
60	Change Order #1	0.00	0.00		0.00		0.00	0.00	0.00
61	Change Order #2	175,035.00	175,035.00		0.00		175,035.00	0.00	17,503.50
62	Change Order #3	11,388.50	11,388.50		0.00		11,388.50	0.00	1,138.85
63	Change Order #4	48,355.00	48,355.00		0.00		48,355.00	0.00	4,835.50
64	Change Order #5	1,952.13	1,952.13		0.00		1,952.13	0.00	195.21
65	Change Order #6	9,374.00	9,374.00		0.00		9,374.00	0.00	937.40
66	Change Order #7	2,219.00	2,219.00		0.00		2,219.00	0.00	221.90
67	Change Order #8	32,199.00	0.00		0.00		0.00	32,199.00	0.00
68	Change Order #9	1,031.00	1,031.00		0.00		1,031.00	0.00	103.10
69	Change Order #10	1,300.00	0.00		0.00		0.00	1,300.00	0.00
70	Change Order #11	17,876.00	0.00		0.00		0.00	17,876.00	0.00
71	Change Order #12	6,613.00	0.00		0.00		0.00	6,613.00	0.00
72	Change Order #13	26,474.00	19,855.50		0.00		19,855.50	6,618.50	1,985.55

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Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

19
May 24, 2018
May 1, 2018
May 31, 2018

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

A Item #	B Description of Work	C Scheduled Value	D Work Completed		E Completed This Period	F Materials Presently Stored	G Total Completed and Stored To Date	H Balance to Finish	I Retainage
			From Previous Application(\$)						
73	Change Order #14	6,069.00			6,069.00		6,069.00	0.00	606.90
GRAND TOTAL:		2,279,330.63	2,113,715.78		6,069.00		2,119,784.78	159,545.85	163,468.63

A=Line Item Number B=Brief Item Description C=Total Value of Item D=Total of D and E From Previous Application(s) (If Any) E=Total Work Completed For This Application
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Name: Tim Spano Date: 4-17-18
 Company: Balfour Beatty Est.:
 Address: State: SC Zip:
 City: Charleston
 Project: Marlin Square
 Reference:

Due to unforeseen complications, adjustment and/or alterations to a plan, I, Chloe Weiss, Inc., deem it necessary to adjust the agreed upon Job Proposal/Contract. I, Chloe Weiss, reserve the right to alter contract in conjunction with customer negotiation to complete and/or vary from the described task. Note that adjustment with the caption and explanation shall be documented with approval below. Please note that the required work can not begin until T&M sheet is signed and approved by Contractor. Chloe Weiss, Inc. is licensed.

[illegible]

called out by:

Customer Acceptance Signature: _____

By signing this ticket I hereby acknowledge that the above items were provided and/or the above materials were provided to or on behalf of the undersigned this date.

1st Choice Glass Architectural Glass Services

2222 A Woodward Avenue, Suite 100, Charleston, SC - Phone: 803-801-7700 - Fax: 803-801-7701

Name: <u>Tim Soane</u>	Date: <u>3/12/18</u>
Company: <u>Balfour Beatty</u>	Fax:
Address:	
City: <u>Charleston</u>	State: <u>S.C.</u>
Project: <u>Marion Square</u>	Zip:
Reference:	

Due to unforeseen complications, adjustments and/or at the customer's request, 1st Choice Glass, Inc. deems it necessary to adjust the agreed upon Job Proposal/Contract. 1st Choice Glass reserves the right to alter contract in conjunction with customer negotiation to complete and/or vary from the described work. Note that adjustment with description and explanation shall be documented with approval below. Please note, that the requested work can not begin until T&M Ticket is Signed and Approved, or Contractor Change Order is Issued.

Materials			
<u>Installed 1 blank off panel @ window</u> <u>in stair 3 level exit - need gravel</u> <u>before continuing</u>			
Labor			
1 man	@	2.5 hr	Foreman
1 man	@	2.5 hr	Helper
<u>8 start</u> <u>10:30 stop</u>			
Total Hours			5

Filed out by: Gary Grindstaff

Customer Acceptance Signature: Tim Soane

By signing this ticket I hereby acknowledge that the above hours were expended and/or the above materials were provided to or on behalf of the undersigned this date.

04A

est for Payment

Pay Request # PE04
Work Performed Through: 05/30/18

Subcontractor's Name **Superior Stone of the Southeast**
Subcontractor's Address **2310 N. Brevard Street**
Charlotte, NC 28206
704-333-9884
Phone Number **704-332-3920**
Fax Number

Project Name: **Hotel at Marion Square** Job No.: **13026400** Date: **05/18/18**
Owner: **Library Associates, LLC**

Description of Work: **Stone**

Original Contract Amount	\$81,470.00
Change Order Total	\$0.00
Through C/O #: 0	
Total Revised Contract	\$81,470.00
Previous Work Performed to Date(SSR)	\$69,989.00
Value of Materials Stored On Site	\$0.00
Value of Materials Stored Off Site	\$0.00
Current Month Gross	\$1,710.00
New Work Performed to Date	\$71,699.00
Less 10% Retainage	\$7,169.90
Amount Earned to Date	\$64,529.10
Less Previous Net Billings	\$62,990.10
Less Adjustments/Joint Checks	\$0.00
Less Pending Back Charges	\$0.00
Total Amount this Requisition	\$1,539.00

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 **07/01/18-All jobs**

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 **13**

Owner Payment Rec'd Date:

Payment Terms: **Pay When Paid**

Pay Select #

For Balfour Beatty Use Only:

	CO #	Vendor #	Job #	Contract No.
	5050		13026400	
Date	Invoice #	Description		
05/30/18	13026400 - PE04	13026400 . PE# PE04 . 18.05		
Gross Amount		Retainage Amt	Net Amount	
\$1,710.00		\$85.50	\$1,539.00	
Trade Account?	Tax Code	Pay Item & Cost Code		Accrue Tax?
NO				NO
Halt Codes: 02- OWNER FUNDING lower tier waivers PM APP				

/vals:

PM / Date

CA 05/18/18

PA / Date

APA / Date

APPLICATION AND CERTIFICATION FOR PAYMENT AIA DC MENT G702

(Instructions on reverse side)

PA. 2

OWNER: Balfour Beatty Construction
1930 Camden Road
Suite 280
Charlotte, NC 28203

PROJECT: Marion Square
13026000

APPLICATION NO: 4

PERIOD TO: 5/31/2018

Distribution to:
☐ OWNER
☐ ARCHITECT
☒ CONTRACTOR

CONTRACTOR: Superior Stone of the Southeast
2310 N. Brevard Street
Charlotte, NC 28206

CONTRACT DATE: 3/1/2017

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY				DEDUCTIONS
Change Orders approved in previous months by Owner			ADDITIONS	
TOTAL				
approved this month				
Number		Date Approved		
TOTAL				\$0.00
Net change by Change Orders				\$0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief that 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 which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:



Date: May 14, 2018

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

By:

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.

1. ORIGINAL CONTRACT SUM \$ 81,470.00
2. Net change by Change Orders \$ 0.00
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 81,470.00
4. TOTAL COMPLETED & STORED TO DATE \$ 71,699.00
(Column G on G703)
5. RETAINAGE:
a. 10 % of Completed Work \$ 7,169.90
(Column D + E on G703)
b. 10 % of Stored Material \$
(Column F on G703)
Total Retainage (line 5a + 5b or Total in Column I of G703) \$ 7,169.90
6. TOTAL EARNED LESS RETAINAGE \$ 64,529.10
(Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 62,990.10
8. CURRENT PAYMENT DUE \$ 1,539.00
9. BALANCE TO FINISH, PLUS RETAINAGE \$ 16,940.90
(Line 3 less Line 6)

State of: North Carolina County of: Mecklenburg

Subscribed and sworn to before me this 14th day of May, 2018

Notary Public 
My commission expires: December 31, 2018

AMOUNT CERTIFIED: \$ 1,539.00

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

ARCHITECT:

Page 2 of 2

APPLICATION NUMBER: 4

APPLICATION DATE: 05/15/18

PERIOD TO: 05/31/18

BALFOUR BEATTY/Marion Square
SUPERIOR STONE JOB #17-1003

U.S. DOCUMENT G703 • APPLICATION AND CERTIFICATE FOR PAYMENT • MAY 1983 EDITION • c 1983

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861-307D
909 N. GOVERNMENT ST., W. N. ENEMY, W. VA.

1982-1983

[illegible]

I hereby certify that all Subcontractors/Suppliers for the referenced project are listed above.

Page	Series	Page	Volume
1	1	1	1
2	2	2	2
3	3	3	3
4	4	4	4
5	5	5	5
6	6	6	6
7	7	7	7
8	8	8	8
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98	98	98	98
99	99	99	99
100	100	100	100

**Balfour Beatty
Construction****Exhibit D2****UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT**

(Subcontractor/Vendor)

The undersigned,

GENERAL SHALE BRICK, INC.

(Name of Subcontractor)

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

Superior Stone of the Southeast

("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")

which is located at

(Name or Description of Project)

404 King Street

Street Address

In the City of

Charleston, SC

, and County of

Charleston

, and is owned by

Library Associates, LLC

("Owner").

Subcontractor has been paid and received payment of \$ 12,000.00

the sufficiency of which is hereby acknowledged and confessed,

and as such Subcontractor hereby: (1) waives, releases and relinquishes any and all liens and claims of lien, actual or potential, and bonds or bond rights, for the Work performed, rendered, supplied or furnished by Subcontractor for or with respect to the Project through 10/27/2017

(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 retainage amounts and compensation for extra work but only to the extra work is specifically identified below:

\$9,180.63 INV 0387748808 and \$667.72 INVOICE 0182756006

(Description here or set out in an Attachment "A" which must be identified here and attached, all extensions 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 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 giving up those rights. This document is enforceable against you if you sign it even if you have not been paid. If you have not been paid, use a conditional release form.

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

Given under hand and seal this 6th day of November December 20 17.GENERAL SHALE BRICK, INC.

(Name of Subcontractor)

By:

[Signature]
signature
(Print or Type the Signer's Name and Title)Donny Stronky Credit ManagerSTATE OF TennesseeCOUNTY OF WashingtonThe foregoing instrument was signed, sealed and acknowledged before me this 6th day of December 20 17, 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:

Debra J. Reece
Notary PublicMy Commission expires: 9-25-18

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

KNOW ALL MEN BY THESE PRESENTS:

That Superior Stone of the SC (the "Lienor") for and in consideration of the payment of the sum of \$ 7,530.00 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 14 day of May, 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 14 day of May, 2018.

Signed, sealed and delivered
in the presence of:

Signature

Print Name

STATE OF SC

COUNTY OF Charleston

Superior Stone of the SC
a SC corporation

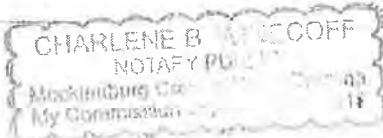
Signature

Chris A. Smith, President
Print Name & Title

The foregoing instrument was acknowledged before me this 14 day of May, 2018, by Chris A. Smith, President of Superior Stone of the SC, a SC corporation on, on behalf of the corporation. He/she is personally known to me or has produced None (type of identification) as identification.

NOTARY PUBLIC, STATE OF North Carolina

My Commission Expires: 12.15.18





INVOICE

Date	Invoice #
5/14/2018	7184

Bill To
Balfour Beatty Construction 1930 Camden Road Suite 280 Charlotte, NC 28203

Project	Job No.
Marion Square 13026000	17-1003

Description	Amount
Original Contract Amount \$81,470.00	
Total Completed to Date: 71,699.00	
Less Retainage: 7,169.90	
Less Previous Billings: 62,990.10	
Amount Due This Invoice:	1,539.00
App #4	Total \$1,539.00

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06A

Request for Payment

Pay Request # 15
Work Performed Through: 05/30/18

Subcontractor's Name Ram Tool
Subcontractor's Address PO Box 743487
Atlanta, GA 30374-3487
Phone Number 205-714-3300
Fax Number _____

Project Name: Hotel at Marlon Square Job No.: 13026400 Date: 05/18/18
Owner: Library & Associates

Description of Work:	Tools
Original Contract Amount	\$2,595.08
Change Order Total Through C/O #: <u>0</u>	\$52,557.27
Total Revised Contract	\$55,152.35
Previous Work Performed to Date(SSR)	\$50,890.19
Value of Materials Stored On Site	\$0.00
Value of Materials Stored Off Site	\$0.00
Current Month Gross	\$4,262.16
New Work Performed to Date	\$55,152.35
Less <u>0</u> % Retainage	\$0.00
Amount Earned to Date	\$55,152.35
Less Previous Net Billings	\$50,890.19
Less Adjustments/Joint Checks	\$0.00
Less Pending Back Charges	\$0.00
Total Amount this Requisition	\$4,262.16

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 Universal
Insurance Expiration Date _____

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 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

For Balfour Beatty Use Only:

CO #	Vendor #	Job #	Contract No.
<u>50540</u>	<u>1967290</u>	<u>13026400</u>	
Date	Invoice #	Description	
<u>05/30/18</u>	<u>13026400 - 15</u>	<u>13026400 . PE# 15 . 180530</u>	
Gross Amount	Retainage Amt	Net Amount	
<u>\$4,262.16</u>	<u>\$0.00</u>	<u>\$4,262.16</u>	
Trade Account?	Tax Code	Pay Item & Cost Code	Accrue Tax?
<u>NO</u>		<u>50610000 00000000</u>	<u>NO</u>
Halt Codes: <u>03- Cond Prog</u> <u>cost code: 10142200</u>			

Owner Billing Number N/A

Owner Payment Rec'd Date: _____

Payment Terms: Pay When Paid

Pay Select # _____

Labels:

PM / Date

PA / Date

CA 05/29/18

APA / Date

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CONSTRUCTION SUPPLY CO.

ACCOUNTS RECEIVABLE DEPARTMENT
(205) 714-3300 / (800) 890-1988
FAX# (205) 322-6311
EMAIL: arcustomerrequest@ram-tool.com
llenwaiver@ram-tool.com

Please Remit To:
RAM Tool A/R Dept.
P.O. Box 743487
Atlanta, GA 30374-3487

Page 1 of 1

Invoice

94377782
04/20/2018

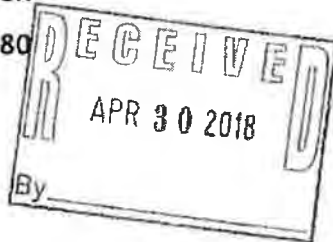
Sold-To Party : 105588

66461390*38073*0*5457448144160*6761*0408*830

L/L



BALFOUR BEATTY CONSTRUCTION
ATTN: CANDICE ASHE
1930 CAMDEN ROAD, SUITE 280
CHARLOTTE NC 28203



CUMENTS

as Order: 4328433

No.: MARTY / MARION SQUARE

Ship-To-Party : 5210434

MARION SQUARE
CORNER OF KING AND HUTSON STREET
CHARLESTON SC 29403

INFORMATION

Incoterm
Branch Location
Total Invoice Amount
Terms of Payment

004 Truck Delivery
SC01 CHARLESTON, SC
433.95 USD
Net due in 30 days

Item	Material/Description	Quantity	Price unit	Value
*10	EUC-088 50 50 LB. N-S GROUT .45 CUBIC FEET PER BAG	10 EA	9.50000	95.00
*20	DAY-PLYFORM 3/4" X 4' X 8' BB PLYFORM	6 EA	50.52000	303.12
Subtotal Before Tax				398.12
*Total Sales Tax (9%)				35.83
Total Invoice In USD				433.95

B- 2723544
D- 1683267

Vendor #	11022	PACA	5/8/18
Bus. unit/Job#	Cost Type/ object acct	Cost Code/ subsidiary	Amount
3026400	4303	10142200	\$ 433.95
MGR APPROVAL			\$
LESS Retainage Withheld			\$
Net			\$

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Please contact us to learn more and sign up today. Thank you for your business! Email: arcustomerrequest@ram-tool.com

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CONSTRUCTION SUPPLY CO.

ACCOUNTS RECEIVABLE DEPARTMENT
(205) 714-3300 / (800) 890-1988
FAX# (205) 322-6311
EMAIL: arcustomerrequest@ram-tool.com
lienwaiver@ram-tool.com

Please Remit To:
RAM Tool A/R Dept.
P.O. Box 743487
Atlanta, GA 30374-3487

Page 1 of 1

Invoice

94401745

05/01/2018

Sold-To Party : 105588

66613425*18073*D*548049990827322775*0408*910

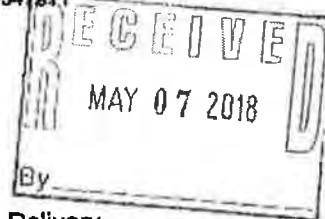
1/1



BALFOUR BEATTY CONSTRUCTION
ATTN: CANDICE ASHE
1930 CAMDEN ROAD, SUITE 280
CHARLOTTE NC 28203

CUMENTS

as Order: 4347811



Ship-To-Party : 5210434

MARION SQUARE
CORNER OF KING AND HUTSON STREET
CHARLESTON SC 29403

INFORMATION

Incoterm
Branch Location
Total Invoice Amount
Terms of Payment

004 Truck Delivery
SC01 CHARLESTON, SC
763.83 USD
Net due in 30 days

Item	Material/Description	Quantity	Price unit	Value
*10	PPI-CP 36 0500	3 EA	201.92000	605.76
	36"x500' CLEAR CARPET PROTECTION 3 MIL			
*20	EUC-088 50	10 EA	9.50000	95.00
	50 LB. N-S GROUT .45 CUBIC FEET PER BAG			
Subtotal Before Tax				700.76
*Total Sales Tax (9%)				63.07
Total Invoice in USD				763.83

Vendor# 117020 PA CA 518/18

Bus. unit/Job#	Cost Type/ object acct	Cost Code/ subsidiary	Amount
<u>13026400</u>	<u>42085</u>	<u>10142200</u>	<u>\$ 763.83</u>
			\$
MGR APPROVAL	LESS Retainage Withheld		\$

B. 2023544
D. 1683265

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CONSTRUCTION SUPPLY CO.

ACCOUNTS RECEIVABLE DEPARTMENT
(205) 714-3300 / (800) 890-1988
FAX# (205) 322-6311
EMAIL: arcustomerrequest@ram-tool.com
lienwaiver@ram-tool.com

Please Remit To:
RAM Tool A/R Dept.
P.O. Box 743487
Atlanta, GA 30374-3487

Page 1 of 1

Invoice

94413776

05/07/2018

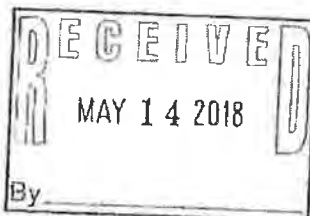
Sold-To Party : 105588

66710401*1A073*D*51802609413591494*0408*#10

1/1



BALFOUR BEATTY CONSTRUCTION
ATTN: CANDICE ASHE
1930 CAMDEN ROAD, SUITE 280
CHARLOTTE NC 28203



CUMENTS

as Order: 4359271

No.: MARTY / MARION SQUARE

Ship-To-Party : 5210434

MARION SQUARE
CORNER OF KING AND HUTSON STREET
CHARLESTON SC 29403

INFORMATION

Incoterm

Branch Location

Total Invoice Amount

Terms of Payment

004 Truck Delivery

SC01 CHARLESTON, SC

197.06 USD

Net due in 30 days

Item	Material/Description	Quantity	Price unit	Value
*10	PID-34 874 L GLOVE MAXIFLEX ULTIMATE EN1/AN1 L	12 PR	5.46000	65.52
*20	PID-34 874 M GLOVE MAXIFLEX ULTIMATE EN1/AN1 M	12 PR	5.23000	62.76
*30	ERB-14755 AIR HORN 8OZ UNIT	2 EA	26.25000	52.50
Subtotal Before Tax				180.78
*Total Sales Tax (9%)				16.28
MGR APPROVAL				
LESS Retainage Withheld				
Total Invoice in USD				197.06
Net Amount Due				
Vendor #				
Bus. unit/Job#				
Cost Type/				
object acct				
Cost Code/				
subsidiary				
Amount				

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CONSTRUCTION SUPPLY CO.

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 (205) 714-3300 / (800) 890-1988
 FAX# (205) 322-6311
 EMAIL: arcustomerrequest@ram-tool.com
lienwaiver@ram-tool.com

Please Remit To:
 RAM Tool A/R Dept.
 P.O. Box 743487
 Atlanta, GA 30374-3487

Page 1 of 1

Invoice

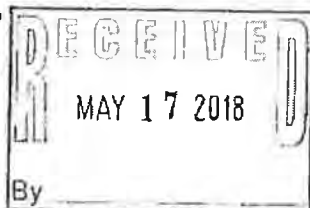
94422638
 05/10/2018

Sold-To Party : 105588

66804302*38077*0*150776179681971576*0406*#10 1/5



BALFOUR BEATTY CONSTRUCTION
 ATTN: CANDICE ASHE
 1930 CAMDEN ROAD, SUITE 280
 CHARLOTTE NC 28203



CUMENTS

as Order: 4371714

. No.: MARION SQUARE

Ship-To-Party : 5210434

MARION SQUARE
 CORNER OF KING AND HUTSON STREET
 CHARLESTON SC 29403

INFORMATION

Incoterm

Branch Location

Total Invoice Amount

Terms of Payment

004 Truck Delivery
 SC01 CHARLESTON, SC
302.15 USD
 Net due in 30 days

Item	Material/Description	Quantity	Price unit	Value
*10	UTC-145202 2IN X 180FT 30 DAY RED STUCCO TAPE	24 ROL	11.55000	277.20
Subtotal Before Tax				277.20
*Total Sales Tax (9%)				24.95
Total Invoice in USD				302.15
B. 2733402 D. 1690248				
Vendor # <u>117022</u> PA <u>CA</u> S121118 Bus. L Job# C Total/ Cost Code/ Amount obj. acct subsidiary <u>13026400</u> <u>42035</u> <u>10142200</u> \$ <u>302.15</u> _____ \$ _____ MGR APPROVAL Less Retainage Withheld \$ _____ _____ Net Amount Due \$ _____				

DID YOU KNOW: Invoices can be sent electronically and are also available via our NEW Online Customer Portal.
 Please contact us to learn more and sign up today. Thank you for your business! Email: arcustomerrequest@ram-tool.com

ELECTRONICALLY FILED MAY 10 2018 RAM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108



CONSTRUCTION SUPPLY CO

ACCOUNTS RECEIVABLE DEPARTMENT
(205) 714-3300 / (800) 890-1988
FAX# (205) 322-6311
EMAIL: arcustomerrequest@ram-tool.com
lienwaiver@ram-tool.com

Please Remit To:
RAM Tool A/R Dept.
P.O. Box 743487
Atlanta, GA 30374-3487

Page 1 of 1

Invoice

94422636

05/10/2018

Sold-To Party : 105588

BALFOUR BEATTY CONSTRUCTION
ATTN: CANDICE ASHE
1930 CAMDEN ROAD, SUITE 280
CHARLOTTE NC 28203

**CUMENTS**

as Order: 4371215

. No.: MARION SQUARE

Ship-To-Party : 5210434

MARION SQUARE
CORNER OF KING AND HUTSON STREET
CHARLESTON SC 29403

INFORMATION

Incoterm

004 Truck Delivery

Branch Location

SC01 CHARLESTON, SC

Total Invoice Amount

2,438.90 USD

Terms of Payment

Net due in 30 days

Item	Material/Description	Quantity	Price unit	Value
*10	FOR-9B 1" X 4' X 8' PINK SCOREBOARD F-250 25PSI	96 EA	22.07000	2,118.72
*20	PID-34 874 L GLOVE MAXIFLEX ULTIMATE EN1/AN1 L	12 PR	4.95000	59.40
*30	PID-34 874 XL GLOVE MAXIFLEX ULTIMATE EN1/AN1 XL	12 PR	4.95000	59.40
Subtotal Before Tax				2,237.52
*Total Sales Tax (9%)				201.38
Total Invoice in USD				2,438.90

B. 2733402
D. 1690250

Vendor #	117022	PA	CA	512118			
Bus. unit/Job#	1302440	Cost Type/ object acct	42035	Cost Code/ subsidiary	10142200	Amount	\$ 2,438.90
							\$
MGR APPROVAL							
LESS Retainage Withheld							\$
Net Amount Due							\$

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ELECTRONICALLY FILED - MAR 10 2018 - MARION SQUARE - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108



CONSTRUCTION SUPPLY CO.

ACCOUNTS RECEIVABLE DEPARTMENT
(205) 714-3300 / (800) 890-1988
FAX# (205) 322-6311
EMAIL: arcustomerrequest@ram-tool.com
llenwalver@ram-tool.com

Please Remit To:
RAM Tool A/R Dept.
P.O. Box 743487
Allanta, GA 30374-3487

Page 1 of 1

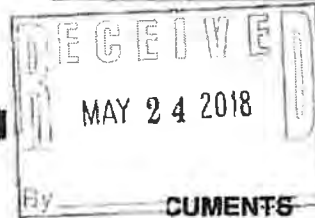
Invoice

94439967
05/17/2018

Sold-To Party : 105588

64451097*56073*0*552781648903941073*0406*#10

1/1



BALFOUR BEATTY CONSTRUCTION
ATTN: CANDICE ASHE
1930 CAMDEN ROAD, SUITE 280
CHARLOTTE NC 28203

DOCUMENTS

as Order: 4386094

No.: MARTY / MARION SQUARE

Ship-To-Party : 5210434

MARION SQUARE
CORNER OF KING AND HUTSON STREET
CHARLESTON SC 29403

INFORMATION

Incoterm 004 Truck Delivery
Branch Location SC01 CHARLESTON, SC
Total Invoice Amount 126.27 USD
Terms of Payment Net due in 30 days

Item	Material/Description	Quantity	Price unit	Value
*10	DWA-DW5843	1 EA	85.89000	85.89
	9 1/2" X 1 3/4" BUSHING TOOL SDS MAX SHA			
*20	SAFETY SUPPLIES	1 EA	29.95000	29.95
	2STEP FOLDING STOOL			
Subtotal Before Tax				115.84
*Total Sales Tax (9%)				10.43
Total Invoice in USD				126.27

Vendor# 117022 PA CA 5/29/18
Bus. unit/Jot Type/ Cost Code/ Amount
13086400 42085 10142200 \$ 126.27

MGR
APPROVAL

LESS Retainage Withheld

B. 2742640
D. 1696954

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ELECTRONICALLY FILED - 105588 - RAM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

080

Request for Payment

Pay Request # **20**
Work Performed Through: **05/30/18**

Subcontractor's Name **Cook & Boardman, LLC**
Subcontractor's Address **9347 D. Ducks Lane. Ste A**
Charlotte NC 28273
Phone Number _____
Fax Number _____

Project Name: **Hotel at Marion Square** Job No.: **13026400** Date: **05/18/18**
Owner: **Library Associates, LLC**

Description of Work:	Doors & Hardware	
Original Contract Amount	\$1,502,448.00	
Change Order Total	\$316,442.76	GET BOND RIDER!!
Through C/O #: 1		
Total Revised Contract	\$1,818,890.76	
Previous Work Performed to Date(SSR)	\$1,169,965.62	
Value of Materials Stored On Site	\$0.00	
Value of Materials Stored Off Site	\$0.00	
Current Month Gross	\$34,085.29	
New Work Performed to Date	\$1,204,050.91	
Less 5 % Retainage	\$60,202.55	
Amount Earned to Date	\$1,143,848.36	
Less Previous Net Billings	\$1,111,467.34	
Less Adjustments/Joint Checks	\$0.00	
Less Pending Back Charges	\$0.00	
Total Amount this Requisition	\$32,381.02	

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 **05/15/18**

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 **11**

Owner Payment Rec'd Date: _____

Payment Terms: **Pay When Paid**

Pay Select # _____
Batch # _____

For Balfour Beatty Use Only:

CO #	Vendor #	Job #	Contract No.
50540	111007	13026400	532364
Date	Invoice #	Description	
05/30/18	13026400 - 20	13026400 . PE# 20 . 18.05	
Gross Amount		Retainage Amt	Net Amount
\$34,085.29		\$120,405.09	\$32,381.02
Trade Account?	Tax Code	Pay Item & Cost Code	Accrue Tax?
NO		400.50810060 45	NO
Bill Codes: D2- OWNER FUNDING lower tier waivers PM Approval			

als: _____ CA 05/18/18
PM / Date PA / Date APA / Date

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

Balfour Beatty
Construction

Request for Payment

Subcontractor's Name		Cook & Boardman, LLC	Pay Request #	20
Subcontractor's Address		9347 D. Ducks Lane, Suite A	Work Performed Through:	6/11/2018
		Charlotte, NC 28273		
Phone Number	704-334-8883			
Fax Number	704-334-4268			
Project Name:		Hotel at Marion Square	Job No.:	13026000
Owner:		Wells Fargo	Date:	5/13/2015

Description of Work:

Doors, Frames, Hardware

Original Contract Amount	\$1,507,448.00
Change Order Total Through C/O #:	\$316,442.76
Total Revised Contract	\$1,823,890.76
Value of Work Performed to Date	\$1,204,050.91
Value of Materials Stored On Site	
Value of Materials Stored Off Site	
Current Month (Stored Materials)	
Total	\$1,204,050.91
Less 5% Retainage	\$60,202.55
Amount Earned to Date	\$1,143,848.36
Less Previous Billings/Payments	\$1,111,467.34
Less Adjustments/Joint Checks	
Less Pending Back Charges	
Total Amount Due Requestion	\$32,381.02

For Balfour Beatty Use Only:

CO #	Vendor #	Job #	Contract No.
Date	Invoice #	Description	
Gross Amount		Retainage Amt	Net Amount
\$1,204,050.91		\$60,202.55	\$1,143,848.36
Account Tax	Tax Code	Pay Item & Cont Code	
YES			
NO			
Ulk Codes:			

Approvals:

PM / Date

PA / Date

APA / Date

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	Free ☐	Ta ☐
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 #

APPLICATION AND CERTIFICATE FOR PAYMENT

TO (Contractor): PROJECT: Hotel at Marion Square

BALFOUR BEATTY CONSTRUCTION, LLC
1930 Camden Road, Suite 280
Charlotte, NC 28203

FROM (TRADE CONTRACTOR):
Cook & Boardman, LLC
9347 D. Ducks Lane, Ste A
Charlotte, NC 28273

VIA (Construction Contract):

CONTRACTOR'S APPLICATION FOR PAYMENT

CONTRACT FOR: Doors, Frames, Hardware, Toilet Accessories

CHANGE ORDER SUMMARY			DEDUCTIONS
Change Orders approved	ADDITIONS		
previous months by Owner			
TOTAL			
Approved this Month			
No.	Date Approved		
1	11/30/2015		-2,596.00
TOTALS			0.00
			-\$2,596.00

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

CONTRACTOR:

By:

Date:

5/11/2018

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.

AIA DOCUMENT G702 PAGE 1 OF 2 PAGES

APPLICATION: 20 DISTRIBUTION TO:

PERIOD FROM 04/12/2018 OWNER
PERIOD TO: 05/11/2018 CONTRACTOR
ARCHITECT
TRADE CONTRACTOR

ARCHITECTS
PROJECTS NC 13028000

CONTRACT DATE: 5/13/2015

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

Continuation Sheet

1. ORIGINAL CONTRACT SUM	\$	1,502,448.00
2. Net change by Change Orders	\$	316,442.78
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	1,818,890.78
4. TOTAL COMPLETED & STORED TO DATE (Column G)	\$	1,204,050.91

5. RETAINAGE:

a. 5 % of Completed Work \$ 80,202.55
(Column D + E)

b. 5 % of Stored Material \$
(Column F)

Total Retainage (Line 5a + 5b or

Total in Column I)

6. TOTAL EARNED LESS RETAINAGE	\$	80,202.55
(Line 4 less Line 5 Total)	\$	1,143,848.38

7. LESS PREVIOUS CERTIFICATES FOR

PAYMENT (Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE	\$	32,381.02
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	\$	875,042.40

State of: North Carolina

County of: Mecklenburg

Subscribed and sworn to before me this 11th day of May 2018.

Notary Public:

My commission expires: 8-1-22

County of: Mecklenburg

day of May 2018.

Notary Public, North Carolina

Mecklenburg County

My Commission Expires August 01, 2022

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

PAGE 2 OF 2 PAGES

PROJECT: Hotel at Marion Square

APPLICATION NUMBER: 20

APPLICATION DATE: 5/11/18

PERIOD TO: 5/11/18

ARCHITECT'S PROJECT NO: 13026000

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS STORED (NOT IN D O R 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	Hollow Metal	100,963.63	100,963.63				100,963.63	0.00	5,048.18
2	Wood Doors	517,471.37	502,816.13				502,816.13	14,655.24	25,140.81
3	Hardware	835,894.54	389,813.95		31,682.01		431,495.96	204,398.58	21,574.80
4	Installation	189,140.00	128,610.60				128,610.60	60,528.40	8,430.53
5	Job Site Cleanup	2,587.20	0.00				0.00	2,587.20	0.00
6	Freight	26,342.40	0.00				0.00	26,342.40	0.00
7	Punchlist Items	30,048.86	0.00				0.00	30,048.86	0.00
	Change Order #1	-2,596.00	-2,596.00				-2,596.00	0.00	-129.80
	Change Order #2	0.00	0.00				0.00	0.00	0.00
	Change Order #3	-11,517.28	-11,517.28				-11,517.28	0.00	-575.86
	Change Order #4	38,745.30	38,745.30				38,745.30	0.00	1,937.27
	Change Order #5	2,638.73	2,638.73				2,638.73	0.00	131.94
	Change Order #6	2,048.87	146.27		1,900.60		2,048.87	0.00	102.34
	Change Order #7	228,221.03	10,344.39		502.98		10,847.07	217,373.96	542.35
	Change Order #8	3,783.29					0.00	3,793.29	0.00
	Change Order #9 & 10	20,091.08					0.00	20,091.08	0.00
	Change Order #11	20,737.42					0.00	20,737.42	0.00
	Change Order #12	14,282.32					0.00	14,282.32	0.00
	Total	1,818,890.76	1,169,985.02		34,085.29	0.00	1,204,065.91	614,825.85	60,202.95

Project Name
Project No. XXXXX

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Exhibit F1

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

The undersigned, Cook & Boardman ("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 _____,
and is owned by _____ ("Owner").
(Name of Owner)

Upon receipt by Subcontractor of a check in the sum of \$ 32,381.03
(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 May 11, 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 11th day of May, 2018.

Cook & Boardman
(Company Name)

By: Jean Hill

Its: Accounting Manager

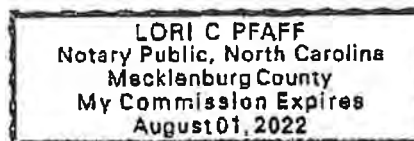
STATE OF NORTH CAROLINA

COUNTY OF Mecklenburg

The foregoing instrument was signed, sealed and acknowledged before me this 11th day of May, 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: Lori C. Pfaff
Notary Public

My Commission expires: 8-1-22



(Notary Seal)

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

KNOW ALL MEN BY THESE PRESENTS:

That Cook & Boardman (the "Lienor") for and in consideration of the payment of the sum of \$ 32,381.02 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 11th day of May, 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 May, 2018.

Signed, sealed and delivered
in the presence of:

Cook & Boardman
a North Carolina corporation
Terri Hill
Signature
Terri Hill / Accounting Manager
Print Name & Title

Signature

Print Name

STATE OF North Carolina

COUNTY OF Mecklenburg

The foregoing instrument was acknowledged before me this 11th day of May, 2018, by Terri Hill, Accounting Manager of Cook & Boardman, a North Carolina corporation on, on behalf of the corporation. He/she is personally known to me or has produced Personally Known (type of identification) as identification.

LORI C PFAFF
Notary Public, North Carolina
Mecklenburg County
My Commission Expires
August 01, 2022

Lori C Pfaff
NOTARY PUBLIC, STATE OF North Carolina

My Commission Expires: 8-1-22

Balfour Beatty Construction

TIER RELEASE SCHEDULE

Job Name	Holston Marion Square
Job #	13024900

Date Prepared:	03/17/2018
----------------	------------

PRIME SUB'S NAME	Cook & Ebery
Attachment for Part Rep #:	28
For Month Ending:	03/31/2018

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 Sub is based in county of Project	Notice to Owner Filed (NTO) (Yes/No)	Date NTO Filed	Bonded Sub? (Yes/No)	Has the 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. Spartanburg, NC 27607 819-834-1234	yes - PIT	NO	N/A		YES NO	\$12,123.00	4/27/2018	3/1/2018	PARTIAL FINAL	by March 2018
Accurate Lock	No	No	N/A	No	YES	\$690.60	10/20/2016	1/15/2018	FINAL	
Arch. Blinn Supply	No	No	N/A	No	YES	\$5084.20	01/20/2017	5/11/2018	PARTIAL	
Baldwin Hardware	No	No	N/A	No	YES	\$22,351.88	11/7/2017	6/11/2018	PARTIAL	
Ceco	No	No	N/A	No	YES	\$76,080.60	3/8/2018	5/11/2018	PARTIAL	
Commercial Door & Hardware	No	No	N/A	No	YES	\$62,910.00	3/18/2018	5/11/2018	PARTIAL	
Custom Metal Products	No	No	N/A	No	YES	\$2,310.00	6/22/2017	5/11/2018	PARTIAL	
Eric Morris & Company	No	No	N/A	No	YES	\$14,803.30	1/23/2018	5/11/2018	PARTIAL	
Graham Mfg.	No	No	N/A	No	YES	\$0,165.76	6/18/2017	5/11/2018	PARTIAL	
Hager	No	No	N/A	No	YES	\$11,685.74	10/2/2017	5/11/2018	PARTIAL	
Hendrich Entry Systems	No	No	N/A	No	YES	\$7,800.62	3/19/2018	5/11/2018	PARTIAL	
HMF Express	No	No	N/A	No	YES	\$42,407.00	2/28/2018	5/11/2018	PARTIAL	

LE Johnson	No	No	N/A	No	YES	\$51,678.88	8/29/2017	5/11/2018	PARTIAL		
LCN	No	No	N/A	No	YES	\$1,183.03	10/16/2017	5/11/2018	PARTIAL		
McKinney	No	No	N/A	No	YES	\$12,343.08	2/6/2018	5/11/2018	PARTIAL		
Pontec	No	No	N/A	No	YES	\$23,466.40	3/10/2018	5/11/2018	PARTIAL		
Rixson	No	No	N/A	No	YES	\$32,420.23	11/21/2017	5/11/2018	PARTIAL		
Rockwood	No	No	N/A	No	YES	\$15,333.32	2/13/2018	5/11/2018	PARTIAL		
Malman Company	No	No	N/A	No	YES	\$38,590.86	12/8/2017	5/11/2018	PARTIAL		
Timekor America	No	No	N/A	No	YES	\$459.02	1/22/2016	1/15/2018	FINAL		
Yale Security	No	No	N/A	No	YES	\$12,290.81	2/15/2018	5/11/2018	PARTIAL		
Sargent Manufacturing	No	No	N/A	No	YES	\$43,818.68	11/20/2017	5/11/2018	PARTIAL		
Asas Abby Hospitality	No	No	N/A	No	YES	\$57,381.04	3/29/2018	5/11/2018	PARTIAL		
Rocky Mountain Hardware	No	No	N/A	No	YES	\$32,440.70	3/22/2018	5/11/2018	PARTIAL		

09A

Test for Payment

Subcontractor's Name **Precision Walls**
Subcontractor's Address **7317 Peppermill Pkwy**
N Charleston SC 29418
Phone Number _____
Fax Number _____

Pay Request # **24**
Work Performed Through: **05/30/18**
No Pay App # 1-1st Pay app entered was #2

Project Name: **Hotel at Marion Square** Job No: **13026400** Date: **05/29/18**
Owner: **Library Associates, LLC**

Description of Work: **Drywall, GFRG, FRP, Light Gauge, Steel Roof Trusses**

Original Contract Amount	\$3,461,699.00
Change Order Total	\$1,000,740.31
Through C/O # 0	
Total Revised Contract	\$4,462,439.31
Previous Work Performed to Date(SSR)	\$4,354,896.56
Value of Materials Stored On Site	\$0.00
Value of Materials Stored Off Site	\$0.00
Current Month Gross	\$54,238.99
New Work Performed to Date	\$4,409,135.55
Less 10 % Retainage	\$440,913.75
Amount Earned to Date	\$3,968,221.80
Less Previous Net Billings	\$3,919,406.72
Less Adjustments/Joint Checks	\$0.00
Less Pending Back Charges	\$0.00
Total Amount this Requisition	\$48,815.08

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 **Y** ☐ **N** ☐
Reducing Retention **Y** ☐ **N** ☐

For Balfour Beatty Use Only:

CO #	Vendor #	Job #	Contract No.
50540	762107	13026400	541629
Date	Invoice #	Description	
05/30/18	13026400 - 24	13026400 . PE# 24 . 18.05	
Gross Amount		Retainage Amt	Net Amount
\$54,238.99		\$2,711.95	\$48,815.08
Trade Account?	Tax Code	Pay Item & Cost Code	Accrue Tax?
NO		400 50925200 40	NO
Halt Codes: 02- OWNER FUNDING Lower Tier Waivers PM App Line 1001-1007			

If reducing retainage, reducing From ☐ To ☒
Consent of Surety for retention reduction if bonded **Y** ☐ **N** ☐
Now 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 # _____

als: _____ CA 05/29/18 _____
PM / Date PA / Date APA / Date

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

EXHIBIT G - APPLICATION FOR PAYMENT

Pay Request #: 23
Work Performed Through 05/31/18

Subcontractor's Name: Precision Walls, Inc.
Subcontractor's Address: 2205 E Distribution Center Dr., Charlotte, NC 28269
Phone Number: 843-793-6020
Fax Number: 843-571-2098

Project Name: Hotel at Marion Square Project No.: 13026000 Date: 05/24/18
Owner:

Description of Work: Drywall, GFRG, FRP, Light Gauge Steel Roof Trusses & Ceilings

Original Contract Amount:	\$3,461,699.00
Change Order Total:	1,000,740.31
Through C/O#: 26	
Total Revised Contract	4,462,439.31
Value of Work Performed to Date	4,409,135.55
Value of Materials Stored On Site	00.00
Value of Materials Stored Off Site	00.00
Current Month (Stored Materials)	00.00
Total	4,409,135.55
Less 10.0000 % Retainage	440,913.75
Amount Earned to Date	3,968,221.80
Less Previous Billings/Payments	3,919,406.72
Less Adjustments/Joint Checks	00.00
Less Pending Back Charges	00.00
Total Amount this Requisition	48,815.08

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 reduction if bonded	Y ☐	N ☐	
Now 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 #			

For Ralfoor Beatty Construction Use Only:				
CO #	Vendor #	Job #	Contract No.	
		13026000	012	
Date	Invoice #	Description		
Gross Amount	Retainage Amt	Net Amount		
Accrue Tax	Tax Code	Pay Item & Cost Code		
Yes				
No				
Halt Codes:				

Approval:

PBM / Date

PA / Date

APA / Date

CONTINUATION PAGE

Precision Walls Inc.

APPLICATION #: 14-1278
DATE OF APPLICATION: 15-MAY-18
PERIOD THRU: 31-MAY-18
PROJECT #'S:

PROJECT: 14-1278
Hotel @ Marion Square

Payment Application containing Contractor's signature is attached.

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)	% COMP. (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	1,000.00
101		Engineered Shop Drawings - Structural Framing			15,000.00	15,000.00	0.00		15,000.00	100%	0.00	1,500.00
102		Mobilization			30,000.00	30,000.00	0.00		30,000.00	100%	0.00	3,000.00
103		Sub Level Framing - Material			2,995.00	2,995.00	0.00		2,995.00	100%	0.00	299.50
104		Sub Level Framing - Labor			3,660.00	3,660.00	0.00		3,660.00	100%	0.00	366.00
105		Sub Level Drywall Assembly - Material			4,243.00	4,243.00	0.00		4,243.00	100%	0.00	424.30
106		Sub Level Drywall Assembly - Labor			5,130.00	5,130.00	0.00		5,130.00	100%	0.00	513.00
107		Sub Level Ceiling - Material			21,763.00	21,763.00	0.00		21,763.00	100%	0.00	2,176.30
108		Sub Level Ceiling - Labor			15,842.00	12,356.76	0.00		12,356.76	78%	3,485.24	1,235.68
109		1st Floor Framing - Material			42,966.00	42,966.00	0.00		42,966.00	100%	0.00	4,296.60
110		1st Floor Framing - Labor			49,956.00	49,956.00	0.00		49,956.00	100%	0.00	4,995.60
111		1st Floor Drywall Assembly - Material			46,016.00	46,016.00	0.00		46,016.00	100%	0.00	4,601.60
112		1st Floor Drywall Assembly - Labor			64,846.00	61,603.70	1,945.38		63,549.08	98%	1,286.92	6,354.91
113		1st Floor ACT - Material			6,948.00	6,948.00	0.00		6,948.00	100%	0.00	694.80
114		1st Floor ACT - Labor			4,632.00	4,632.00	0.00		4,632.00	100%	0.00	463.20
115		1st Floor Ceiling Framing - Material			19,908.00	19,908.00	0.00		19,908.00	100%	0.00	1,960.60
116		1st Floor Ceiling Framing - Labor			32,802.00	32,802.00	0.00		32,802.00	100%	0.00	3,280.20
117		1st Floor Ceiling Drywall Assembly - Material			10,131.00	10,131.00	0.00		10,131.00	100%	0.00	1,013.11
118		1st Floor Ceiling Drywall Assembly - Labor			24,088.00	22,865.55	722.07		23,587.62	98%	481.38	2,356.77
119		2nd Floor Framing - Material			52,053.00	52,053.00	0.00		52,053.00	100%	0.00	5,205.30
120		2nd Floor Framing - Labor			52,366.00	52,366.00	0.00		52,366.00	100%	0.00	5,266.60
121		2nd Floor Drywall Assembly - Material			54,022.00	54,022.00	0.00		54,022.00	100%	0.00	5,402.20
122		2nd Floor Drywall Assembly - Labor			74,018.00	70,318.05	2,220.57		72,538.62	98%	1,480.38	7,253.88
123		2nd Floor ACT - Material			24,763.00	24,763.00	0.00		24,763.00	100%	0.00	2,476.30

CONTINUATION PAGE

Precision Walls Inc.

APPLICATION # for 14-1278
DATE OF APPLICATION: 15-MAY-18
PERIOD THRU: 31-MAY-18

PROJECT: 14-1278
Hotel @ Marion Square

Payment Application containing Contractor's signature is attached.

A ITEM #	A1 CODE	B 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)	H BALANCE TO COMPLETION (C - G)	I RETAINAGE (If Variable)
						AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
124		2nd Floor ACT - Labor			16,842.00	15,157.80	1,347.36		16,505.16	98%	336.84	1,650.52
125		2nd Floor Ceiling Framing - Material			56,070.00	56,070.00	0.00		56,070.00	100%	0.00	5,607.00
126		2nd Floor Ceiling Framing - Labor			48,724.00	48,724.00	0.00		48,724.00	100%	0.00	4,872.40
127		2nd Floor Ceiling Drywall Assembly - Material			12,635.00	12,635.00	0.00		12,635.00	100%	0.00	1,263.51
128		2nd Floor Ceiling Drywall Assembly - Labor			29,808.00	28,127.60	888.24		29,015.84	98%	592.16	2,901.58
129		3rd Floor Framing - Material			89,705.00	89,705.00	0.00		89,705.00	100%	0.00	8,970.50
130		3rd Floor Framing - Labor			99,911.00	99,911.00	0.00		99,911.00	100%	0.00	9,991.11
131		3rd Floor Drywall Assembly - Material			92,351.00	92,351.00	0.00		92,351.00	100%	0.00	9,235.11
132		3rd Floor Drywall Assembly - Labor			135,420.00	135,420.00	0.00		135,420.00	100%	0.00	13,542.00
133		4th Floor Framing - Material			89,705.00	89,705.00	0.00		89,705.00	100%	0.00	8,970.50
134		4th Floor Framing - Labor			99,911.00	99,911.00	0.00		99,911.00	100%	0.00	9,991.10
135		4th Floor Drywall Assembly - Material			92,351.00	92,351.00	0.00		92,351.00	100%	0.00	9,235.11
136		4th Floor Drywall Assembly - Labor			135,420.00	135,420.00	0.00		135,420.00	100%	0.00	13,542.00
137		5th Floor Framing - Material			89,705.00	89,705.00	0.00		89,705.00	100%	0.00	8,970.51
138		5th Floor Framing - Labor			99,911.00	99,911.00	0.00		99,911.00	100%	0.00	9,991.11
139		5th Floor Drywall Assembly - Material			92,351.00	92,351.00	0.00		92,351.00	100%	0.00	9,235.11
140		5th Floor Drywall Assembly - Labor			135,420.00	135,420.00	0.00		135,420.00	100%	0.00	13,542.00
141		6th Floor Framing - Material			60,285.00	60,285.00	0.00		60,285.00	100%	0.00	6,028.51
142		6th Floor Framing - Labor			68,300.00	68,300.00	0.00		68,300.00	100%	0.00	6,830.00
143		6th Floor Drywall Assembly - Material			50,110.00	50,110.00	0.00		50,110.00	100%	0.00	5,011.00
144		6th Floor Drywall Assembly - Labor			59,552.00	59,552.00	0.00		59,552.00	100%	0.00	5,955.20
145		7th Floor Framing - Material			60,285.00	60,285.00	0.00		60,285.00	100%	0.00	6,028.51
146		7th Floor Framing - Labor			68,300.00	68,300.00	0.00		68,300.00	100%	0.00	6,830.00
147		7th Floor Drywall Assembly - Material			50,110.00	50,110.00	0.00		50,110.00	100%	0.00	5,011.00
148		7th Floor Drywall Assembly - Labor			59,552.00	58,574.40	2,977.60		59,552.00	100%	0.00	5,955.20
149		8th Floor Framing - Material			60,285.00	60,285.00	0.00		60,285.00	100%	0.00	6,028.50
150		8th Floor Framing - Labor			68,300.00	64,885.00	3,415.00		68,300.00	100%	0.00	6,830.00

PROJECT: 14-1278
Hotel @ Marlon Square

APPLICATION #: for 14-1278
DATE OF APPLICATION: 15-MAY-18
PERIOD THRU: 31-MAY-18

CHANGE ORDERS								
1	CO-16441 - Change Order 1 - wood ramp, bbc office buildout, and mock up revisions	11,902.00	11,902.00	0.00	11,902.00	100%	0.00	1,180.20
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	118.20
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	455.00

CHANGE ORDERS

1	CO-16441 - Change Order 1 - wood ramp, bbc offices buildout, and mock up revisions	11,802.00	11,802.00	0.00	11,802.00	100%	11,802.00	0.00	1,180.20
2	CO-16442 - CO 2 - adds for office changes and ramp	1,182.00	1,182.00	0.00	1,182.00	100%	1,182.00	0.00	118.20
3	CO-16443 - CO 3 - plywood screen wall at king street	4,550.00	4,550.00	0.00	4,550.00	100%	4,550.00	0.00	455.00

Payment Application containing Contractor's signature is attached.

Supp

PROJECT: 14-1278
Hotel @ Marion Square

Payment Application containing Contractor's signature is attached.

A	ITEM #	A1	B	WORK DESCRIPTION	GC Ref#	RCC#	C	D		E	F	G	H	I	
								COMPLETED WORK							
								AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD						
							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			1,880.00	1,890.00	0.00			1,890.00	100%	0.00	189.00
20				CO-18129 - Remove/replace drywall and adjust pocket doors in mock up rooms 308 and 311. Premium time for Saturday Only.			1,470.00	1,470.00	0.00			1,470.00	100%	0.00	147.00
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	59.20
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	92.10
23				CO-17154 - MOD 4 Drawing Revisions			25,511.00	25,511.00	0.00			25,511.00	100%	0.00	2,551.10
24				CO-17426 - RFI 0405 - Roof Modifications			10,895.00	10,895.00	0.00			10,895.00	100%	0.00	1,089.50
25				CO-17427 - RFI 0149 - Roof Truss Revision Clarifications			9,039.00	9,039.00	0.00			9,039.00	100%	0.00	903.90
26				CO-16687 - Hotel @ Marlon Square - Quarry Cast Reduced Scope Formglies Rev J			251,123.00	213,454.51	12,568.15			226,010.68	90%	25,112.34	22,601.09
27				CO-18205 - Installation of Plaster Ceilings Per ID 502 and ID 504 - MATERIAL COST ONLY			34,786.00	34,786.00	0.00			34,786.00	100%	0.00	3,479.50
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	257.58
29				CO-18397 - CO 17413 / BBC Change Order 5 Adjustment			-963.00	-963.00	0.00			-963.00	100%	0.00	-96.30
30				CO-17808 - MOD 2 Drawing Revisions - REVISED			7,821.00	7,821.00	0.00			7,821.00	100%	0.00	782.10
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	12,834.00

PROJECT: 14-1278

Hotel Sri Mahanagar

A	A1	B	C	D		E	F	G	H	I	
				WORK DESCRIPTION	GC Ref#						RCO#
						AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD	TOTAL COMPLETED AND STORED (D + E + F)	% COMP. (G / C)		
32		CO-17841 - Remove and Replace Drywall at Private Dining 147 due to design changes	2,359.00	2,358.00	0.00			2,359.00	100%	0.00	235.90
33		CO-17264 - MOD 5 Drawing Revisions	19,405.00	19,405.00	0.00			19,405.00	100%	0.00	1,940.51
34		CO-18318 - SI 39 - Pattiserie Wall Changes	1,840.00	1,840.00	0.00			1,840.00	100%	0.00	184.00
35		CO-18428 - SI 41 Boardroom Revisions	1,821.00	1,821.00	0.00			1,821.00	100%	0.00	182.10
36		CO-18430 - SI 41 Prefunction Revisions	2,188.00	2,188.00	0.00			2,188.00	100%	0.00	218.80
37		CO-18417 - SI 39 - Guestroom Patching	1,060.00	1,060.00	0.00			1,060.00	100%	0.00	106.00
38		CO-18463 - RFI 0991 - ADA Bathroom Control Valve Locallions	2,538.00	2,538.00	0.00			2,538.00	100%	0.00	253.80
39		CO-18471 - Spa Retail Revisions	4,466.00	4,466.00	0.00			4,466.00	100%	0.00	446.60
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	31.50
41		CO-18516 - 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	286.70
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	203.10
43		CO-18410 - RFI 0915 Bathroom RCP Conflict with Ducts	4,517.00	4,517.00	0.00			4,517.00	100%	0.00	451.70
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	345.20
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	397.70
46		CO-17804 - Revised Exterior Mock Up Work	15,878.00	15,878.00	0.00			15,878.00	100%	0.00	1,587.80
47		CO-17856 - Model Room 8 Revisions - Add (2) GRG Shapes per 5MR-01	2,486.00	2,486.00	0.00			2,486.00	100%	0.00	248.60
48		CO-18237 - Repair Damaged/Removed Rigid Insulation & Drywall L4 & L5 Extra Work Order 3/12/17	3,436.00	3,436.00	0.00			3,436.00	100%	0.00	343.60

Payment Application containing Contractor's signature is attached.

A	A1	B	WORK DESCRIPTION	GC Ref#	RCO#	C	D		E		F	G	% COMP. (G / C)	BALANCE TO COMPLETION (C - G)	I
							COMPLETED WORK								
							AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD							
ITEM #	CODE					SCHEDULED AMOUNT									RETAINAGE (If Variable)
49			CO-18349 - SI 39 - Stair 4 Wall Revisions			6,371.00	6,371.00	0.00	0.00			6,371.00	100%	0.00	637.10
50			CO-18414 - SI 40 and SI 41R Revisions			6,876.00	6,876.00	0.00	0.00			6,876.00	100%	0.00	587.80
51			CO-18569 - Installation of Plaster Ceilings Per ID 502 and ID 504 - Installation COST ONLY			19,825.00	19,825.00	0.00	0.00			19,825.00	100%	0.00	1,982.50
52			CO-17462 - MOD 6 Drawing Revisions			30,460.00	30,460.00	0.00	0.00			30,460.00	100%	0.00	3,046.00
53			CO-18806 - Repair Water Damaged Drywall & Insulation Work Orders Date 8/5/17			333.00	333.00	0.00	0.00			333.00	100%	0.00	33.30
54			CO-18623 - Repair Water Damaged Drywall & Insulation Work Orders Dated 8/28/17			945.00	945.00	0.00	0.00			945.00	100%	0.00	94.50
55			CO-17508 - MOD 7 Drawing Revisions			37,713.00	37,713.00	0.00	0.00			37,713.00	100%	0.00	3,771.31
56			CO-18033 - MOD 8 Drawing Revisions including RFI 0785 Ceiling Height Modifications			29,888.00	29,888.00	0.00	0.00			29,888.00	100%	0.00	2,988.80
57			CO-18236 - Frame Out for 2nd Floor Curtain Pockets Extra Work Order 3/14/17			408.00	408.00	0.00	0.00			408.00	100%	0.00	40.80
58			CO-18239 - Relframe Corridor 200FA Ceiling Extra Work Order 3/22/17			373.94	373.94	0.00	0.00			373.94	100%	0.00	37.39
59			CO-18240 - REVISED Added Radius Soffit Work at 2nd Floor Rollunda Extra Work Order 3/22/17 & 3/24/17			1,683.00	1,683.00	0.00	0.00			1,683.00	100%	0.00	168.30
60			CO-18252 - Repair Damages to 2nd Floor Overhead Inspection Extra Work Order 3/8/17			1,820.00	1,820.00	0.00	0.00			1,820.00	100%	0.00	182.00
61			CO-18302 - Re-Frame Soffits at window of pretfunction on 2nd floor and add drapery pockets Extra Work Order 3/24/17			483.00	483.00	0.00	0.00			483.00	100%	0.00	48.30

Precision Walls Inc.

PROJECT: 14-1278
Hotel @ Marion Square

Payment Application containing Contractor's signature is attached.

ITEM #	A1	B	WORK DESCRIPTION	GC Ref#	RCO#	C	D		E	F	G	H	I
							COMPLETED WORK						
							AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
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	0.00			654.00	0.00	65.40
63			CO-18404 - Re-work 2nd floor bathroom windows due to masonry issues Extra Work Order 4/20/17			934.87	934.87	0.00			934.87	0.00	93.49
64			CO-18408 - 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	0.00			9,632.00	0.00	963.20
65			CO-18409 - Kitchen Drywall Repairs ONLY Extra Work Orders Dates 4/13/17 thru 4/28/17			1,195.00	1,195.00	0.00			1,195.00	0.00	119.50
66			CO-18458 - Kitchen Added Bulkheads Extra Work Orders Dates 4/13/17 thru 4/28/17			651.00	651.00	0.00			651.00	0.00	65.10
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	0.00			1,410.00	0.00	141.00
68			CO-18477 - Add Wall not shown on plans at door 500L2 to pass elevator inspection Extra Work Orders Date 6/16/17			294.00	294.00	0.00			294.00	0.00	29.40
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	0.00			1,608.80	0.00	160.88
70			CO-18480 - RFI 0976 Lower Upper Dining Soffits			1,501.00	1,501.00	0.00			1,501.00	0.00	150.10
71			CO-18481 - Repair Drywall Damages at 3rd floor Extra Work Orders Date 5/5/17 - 6/21/17			8,018.00	8,018.00	0.00			8,018.00	0.00	801.80
72			CO-18482 - Repair Damaged Framing on L6 Extra Work Order 6/10/17			1,266.00	1,266.00	0.00			1,266.00	0.00	125.60
73			CO-18486 - Hung back drywall where Walsen 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	0.00			3,434.00	0.00	343.40

PROJECT: 14-1278
Hotel @ Madison Square

Payment Application containing Contractor's signature is attached.

PROJECT #S:														
A		B	C		D		E		F	G	H	I		
ITEM #	CODE	WORK DESCRIPTION	GC Ref#	RCO#	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)
74		CO-18487 - Repair damaged rigid insulation and drywall due to electricians Extra Work Orders 6/14/17 & 6/18/17			580.00	580.00		580.00	0.00		580.00	100%	0.00	58.00
75		CO-18643 - Shower Niche Back Charge from Watson			-4,815.14	-4,815.14		-4,815.14	0.00		-4,815.14	100%	0.00	-481.51
76		CO-18610 - SI 48 Revisions - 2nd Floor Shower Revision Only			4,997.00	4,997.00		4,997.00	0.00		4,997.00	100%	0.00	499.70
77		CO-18570 - RFI 1063 - Operable Wall at PTB Soffit Framing			4,986.00	4,986.00		4,986.00	0.00		4,986.00	100%	0.00	498.60
78		CO-18702 - Repair Water Damaged Drywall & Insulation Work Orders Dated 9/20/17 through 10/13/17			2,745.00	2,745.00		2,745.00	0.00		2,745.00	100%	0.00	274.50
79		CO-18472 - RFI 0988 - Patliserie Door Frame Change Back Charge to BBC NO OHP			1,233.00	1,233.00		1,233.00	0.00		1,233.00	100%	0.00	123.30
80		CO-18706 - 37 More Plaster Ceiling Panels - MATERIAL ONLY			3,819.20	3,819.20		3,819.20	0.00		3,819.20	100%	0.00	381.92
81		CO-18580 - SI 54 - Managers Apartment Ceiling Revisions ONLY			4,631.00	4,631.00		4,631.00	0.00		4,631.00	100%	0.00	463.10
82		CO-18645 - RFI 1025 - Fire Damper Relocation in room 533			1,016.00	1,016.00		1,016.00	0.00		1,016.00	100%	0.00	101.60
83		CO-18646 - Boardroom Entry Pricing Request			1,418.00	1,418.00		1,418.00	0.00		1,418.00	100%	0.00	141.80
84		CO-18677 - 1st Floor Alcove Soffit Drop per Alec Dooley			1,919.00	1,919.00		1,919.00	0.00		1,919.00	100%	0.00	191.90
85		CO-18687 - RFI 1088 - Camellias Bar Wall Framing			1,250.00	1,250.00		1,250.00	0.00		1,250.00	100%	0.00	125.00
86		CO-18368 - Flush out gap above ballroom soffit and barrel vault ceiling per BBC			3,686.00	3,686.00		3,686.00	0.00		3,686.00	100%	0.00	368.60
87		CO-18426 - RFI 0922 Added Bulkhead to Conceal Sprinkler Pipe in room 435			974.00	974.00		974.00	0.00		974.00	100%	0.00	97.40
88		CO-18591 - RFI 1070 - Added Soffit in Room 510			938.00	938.00		938.00	0.00		938.00	100%	0.00	93.80
89		CO-18673 - RFI 1121 - Added Soffits and Column Fur Outlets in 719			1,549.00	1,549.00		1,549.00	0.00		1,549.00	100%	0.00	154.90

CONTINUATION PAGE

Precision Walls Inc.

APPLICATION #: 14-1278
DATE OF APPLICATION: 15-MAY-18
PERIOD THRU: 31-MAY-18

PROJECT: 14-1278
Hotel @ Marton Square

Payment Application containing Contractor's signature is attached.

A	A1	B	WORK DESCRIPTION	GC Ref#	RCO#	C	D		E	F	G	H	I	
							COMPLETED WORK							
							AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD						
ITEM #	CODE					SCHEDULED AMOUNT				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-18684 - Furnish and Install FRP In 6th floor food prep			2,531.00	2,531.00	0.00			2,531.00	100%	0.00	253.10
91			CO-18724 - RFI 1133 - L9 Pricing Request for Added Access Panels and Door Frame			3,544.00	3,544.00	0.00			3,544.00	100%	0.00	354.40
92			CO-18401 - MSH Plang Grid Issue 438 Repair Damages to Pattiserie Ceiling Framing			377.00	377.00	0.00			377.00	100%	0.00	37.70
93			CO-18425 - RFI 0988 - Shaftwall Ceiling at 8th Floor Elevator Equipment Room			2,078.00	2,078.00	0.00			2,078.00	100%	0.00	207.80
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	158.80
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	134.30
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	223.30
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	120.40
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	176.30
99			CO-18723 - Lower Ceiling in Room 400K - See BIM Item MJ-0135			252.00	252.00	0.00			252.00	100%	0.00	25.20
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	243.50
101			CO-18726 - Mechanical Patching/Repair Extra Work Orders 8/30/17 - 12/6/17			5,015.00	5,015.00	0.00			5,015.00	100%	0.00	501.50
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	41.80
103			CO-18752 - RFI 1166 - Rooftop Pantry Kitchen Hood Height			1,400.00	1,400.00	0.00			1,400.00	100%	0.00	140.00
104			CO-18315 - Large Cornice Revisions Due to Baker Roofing Changes After Approved Submittals			7,749.00	7,749.00	0.00			7,749.00	100%	0.00	774.90
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	205.80

CONTINUATION PAGE

Pradalon . . .s Inc.

APPLICATION #: 14-1278
DATE OF APPLICATION: 15-MAY-18
PERIOD THRU: 31-MAY-18

PROJECT: 14-1278
Hotel @ Marion Square

Payment Application containing Contractor's signature is attached.

A ITEM #	A1 CODE	B 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						
106		CO-18707 - Framing and Sheathing Adjustments at 3rd Floor Terrace Gable Ends			1,987.50	1,987.50	0.00	0.00		1,987.50	100%	0.00	196.75
107		CO-18928 - Won Door Pocket Adjustments			2,579.00	2,579.00	0.00	0.00		2,579.00	100%	0.00	257.80
108		CO-18851 - Kitchens 143 & 243 & Linon 300H ceiling repairs			6,886.00	6,886.00	0.00	0.00		6,886.00	100%	0.00	688.80
109		CO-18520 - Electrical Patching Extra Work Orders 6/22/17 - 7/5/17			1,033.00	1,033.00	0.00	0.00		1,033.00	100%	0.00	103.30
110		CO-18867 - SI 48 Revisions - 2nd Floor Shower Revision Only			-4,997.00	-4,997.00	0.00	0.00		-4,997.00	100%	0.00	-489.70
111		DELETE SCOPE CO-18863 - CDD 4 Work 3/21/18 & 3/22/18			1,303.00	1,303.00	0.00	0.00		1,303.00	100%	0.00	130.30
112		CO-18865 - CDD 5 Work 3/23/18, 3/28/18, 3/27/18			2,482.00	2,482.00	0.00	0.00		2,482.00	100%	0.00	248.20
113		CO-18852 - Added Quynycast Flal Veneer Panels & Custom Pilasters at Foyer Hopes Door Jambas/head per BBC Request			18,093.00	0.00	0.00	0.00		0.00	0%	18,093.00	
114		CO-18222 - SI 36 R1 Owner Change Directive Levels 3-8			15,548.39	15,548.39	0.00	0.00		15,548.39	100%	0.00	1,554.84
115		CO-18799 - Furnish and Install FRP at Roof Top Bar per ID-893,14B			1,413.00	0.00	0.00	0.00		0.00	0%	1,413.00	
116		CO-18897 - CDD 6 Work 4/8/18 & 4/10/18			2,729.00	2,729.00	0.00	0.00		2,729.00	100%	0.00	272.80
117		CO-18900 - CDD 4 Work 4.13.18			671.00	671.00	0.00	0.00		671.00	100%	0.00	67.10
10001		CO-18801 - CDD 8 Work 4/19/18			878.00	0.00	878.00	0.00		878.00	100%	0.00	87.80
10002		CO-18925 - Demo, shore up, and re-install elevator fronts on levels 3- 8			6,152.00	0.00	6,152.00	0.00		6,152.00	100%	0.00	615.20
10003		CO-18902 - Re-Frame 9th Floor Elevator Lobby Walls/Ceiling to Accommodate Elevator Doors			3,086.00	0.00	3,086.00	0.00		3,086.00	100%	0.00	308.60
10004		CO-18906 - CDD 2 Work 4/23/18			662.00	0.00	662.00	0.00		662.00	100%	0.00	66.20
10005		CO-18923 - CDD 10 Work - 5/7/18 thru 5/11/18			2,507.00	0.00	2,507.00	0.00		2,507.00	100%	0.00	250.70
10006		CO-18924 - CDD 6 Work - 4/20/18 thru 5/3/18			2,829.00	0.00	2,829.00	0.00		2,829.00	100%	0.00	282.90

7317 Peppermill Pkwy N. Charleston, SC 29418

F 843-793-6020

CONTINUATION PAGE

Precision, Inc.

APPLICATION #: 14-1278
 DATE OF APPLICATION: 15-MAY-18
 PERIOD THRU: 31-MAY-18

PROJECT: 14-1278
 Hotel @ Marion Square

Payment Application containing Contractor's signature is attached.

A ITEM #	A1 CODE	B 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						
10007		CO-18925 - CDD 2 Work - 5/2/18 thru 5/14/18			9,075.00	0.00	0.00	9,075.00			9,075.00	100%	0.00	907.50
		Group Sub Total			1,000,740.31	918,376.82	918,376.82	37,745.15			956,121.97	96%	44,618.34	95,612.25
		SUB TOTAL			1,000,740.31	918,376.82	918,376.82	37,745.15			956,121.97	96%	44,618.34	95,612.25
		FINAL TOTAL			\$4,462,439.31	\$4,364,888.66	\$4,364,888.66	\$54,238.98			\$4,409,136.65	96%	\$53,303.76	\$440,813.76

F 843-793-6020

7317 Peppermill Pkwy N. Charleston, SC 29418

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

KNOW ALL MEN BY THESE PRESENTS:

That Precision Walls Inc (the "Lienor") for and in consideration of the payment of the sum of \$ 48815.08 and other good and valuable consideration paid by Balfour Beatty Construction, LLC (the "Contractor") or Library Associates, LLC ("Owner"), receipt of which is hereby acknowledged, hereby releases, waives and quit claims to Contractor, the Owner, and their respective successors and assigns, all liens, lien rights, claims or demands of any kind whatsoever, which Lienor now has or might have against Contractor and/or Owner and/or the buildings and improvements on the premises legally described as: See Exhibit "A" attached hereto (the "Property") on account of labor and services performed and/or material furnished for the construction of any improvements thereon; except for retention, and open change order requests, claims or disputes identified as follows:

That the undersigned has the right and authority to execute this Conditional Partial Waiver and Release of Lien on behalf of the Lienor. That this is a waiver of all lien rights and other claims which Lienor has against the Property, the Contractor, and the Owner for all labor, material and services performed thereon, including all extras and change orders, that all laborers retained or employed by the Lienor for construction of improvements on the Property, all suppliers and sub-contractors of Lienor who have furnished labor, material and services for the undersigned for the construction of improvements on the Property, and all labor, services and materials used by the undersigned in the construction of said improvements, have been paid in full for work performed or materials supplied, up to and including the 28 day of Feb., 20 18, excluding the items identified hereinabove, if any.

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

IN WITNESS THEREOF, I have hereunto set my hand seal this 24 day of May, 2018.

Signed, sealed and delivered
in the presence of:

[Signature]
Signature

[Signature]
Print Name

[Signature]
Print Name

Precision Walls Inc.

a S corporation

[Signature]
Signature

[Signature]
Print Name & Title

STATE OF SC

COUNTY OF Charleston

The foregoing instrument was acknowledged before me this 24 day of May, 2018 by [Signature] a Precision Walls Inc. corporation on, on behalf of the corporation. He/she is personally known to me or has produced ID (type of identification) as identification.



My Commission Expires: 8-19-2024

[Signature]
NOTARY PUBLIC, STATE OF SC

Hot storage door

Exercise Walls Inc., Charleston, SC
Hotel @ Marion Square

Balfour Beatty Construction

[illegible]

CO-18024	JAN-11-17	Standard Revision - Outside Bathroom 1 Approved	-916.00	-916.00	-421.90
CO-18025	JAN-11-17	Add GRC ceiling strips over #2 tub & Vold	0.00	0.00	0.00
CO-18026	JAN-12-17	MOO 8 Ceiling Revisions Including R Approved	29,888.00	29,888.00	29,888.00
CO-18027	JAN-24-17	Add 171 Drywall detail features over 8 Approved revisions	128,340.00	128,340.00	116,808.00
CO-18028	JAN-27-17	Provide labor ONLY to install 178 pool Vold units	0.00	0.00	0.00
CO-18074	JAN-31-17	Sound Location RFP	0.00	0.00	0.00
CO-18076	FEB-07-17	RFP-0705 FRP Material Upgrade Cost Vold	0.00	0.00	0.00
CO-18108	FEB-08-17	RFP-18024 Shower Curb Details Approved	22,204.00	22,204.00	19,883.60
CO-18112	FEB-09-17	Return Trip to Frame Out Openings for Pending Callings on 1 & 2	3,572.00	0.00	0.00
CO-18129	FEB-14-17	RFP-18020 Level 3-8 Casting Issue Vold	0.00	0.00	0.00
CO-18127	FEB-14-17	Re-install Exterior Wall Rigid Insulation Approved	1,890.00	1,890.00	1,701.00
CO-18128	FEB-14-17	Furring after it was removed by others on levels 3 & Labor to Temp in 8th Floor Elevator St Approved	986.00	986.00	868.40
CO-18129	FEB-14-17	8 Windows	1,470.00	1,470.00	1,323.00
CO-18156	MAR-03-17	Remove/replace drywall and adjust per Approved mark up rooms 309 and 311. Premium time for Saturday Only.	0.00	0.00	0.00
CO-18159	MAR-13-17	RFP-0828 Shower Niches Vold	2,413.00	0.00	0.00
CO-18202	MAR-13-17	RFP 878 - Guestroom C3 Modifications Pending Schedule Compression, Scheduling, and Open Compared to the 14 Schedule	183,943.00	0.00	0.00
CO-18203	MAR-14-17	81-34 Electrical Patching Pending	964.00	0.00	0.00
CO-18205	MAR-15-17	Installation of Plaster Ceiling Per ID 5 Approved	34,796.00	34,796.00	31,318.40
CO-18222	MAR-20-17	81-36 R1 Owner Change Directive Lev Approved	15,548.39	15,548.39	13,993.55
CO-18226	MAR-22-17	Add Framing and Drywall Over Freeze Patching	1,305.00	0.00	0.00
CO-18236	MAR-27-17	Repair 3rd Floor Ceiling Vold Extra W/O Approved	406.00	0.00	0.00
CO-18237	MAR-27-17	Frame Out for 2nd Floor Curish Patch Approved	3,436.00	3,436.00	3,092.40
CO-18239	MAR-28-17	Repair Damaged/Removed Rigid Insul Approved	373.94	373.94	336.55
CO-18240	MAR-30-17	Refinishing Corridor 2005A Ceiling Ecom Approved	1,863.00	1,863.00	1,614.70
CO-18252	MAR-31-17	REMOVED Added Flashed Batt W/O, a Approved	1,620.00	1,620.00	1,438.00
CO-18253	MAR-31-17	Repair Damages to 2nd Floor Overhead Approved	592.00	592.00	527.60
CO-18255	MAR-31-17	Re-frams and hung around windows in Approved	921.00	921.00	828.90
CO-18256	MAR-31-17	Box out around pipes that did not fail Approved	1,005.00	0.00	0.00
CO-18259	MAR-31-17	Frame out for ducts not laid out on L8 Pending	630.00	0.00	0.00
CO-18267	APR-03-17	3rd Floor Duct Sheet Patching Extra W Pending	2,876.75	2,876.75	2,518.17
CO-18268	APR-12-17	Ducto and Re-Build Elevator 6 Rigid & Approved	420.00	0.00	0.00
CO-18269	APR-12-17	Fix Electrical at room 347 Extra Work Pending	700.00	0.00	0.00
CO-18270	APR-12-17	Re-Frame Ceiling for Lights Not Laid Pending	420.00	0.00	0.00
CO-18271	APR-12-17	221,200V, 221, and 216A Extra Work Order 3/28/17	2,100.00	0.00	0.00
CO-18272	APR-12-17	Extra Work Order to add framing at 9 Pending	1,821.00	0.00	0.00
CO-18273	APR-12-17	Lower duct in Upper Dining Room due Pending	483.00	483.00	434.70
CO-18274	APR-12-17	Re-Frame Battles at window of perfume Approved floor and add empty picture Extra Work Order 03/24/17	654.00	654.00	588.60
CO-18275	APR-12-17	Plan Grid Issue #243 Replace Insulated Approved changes in 221B	786.00	0.00	0.00
CO-18276	APR-12-17	Plan Grid Issue #231 Window Bedroom Pending	1,136.00	0.00	0.00
CO-18277	APR-12-17	Plan Grid Issue #209 Insulate Fire Rating Pending	386.00	0.00	0.00
CO-18278	APR-12-17	Plan Grid Issue #237 Insulate metal roof Pending	7,749.00	7,749.00	6,974.10
CO-18279	APR-12-17	Large Concrete Revisions Due to Better Approved	0.00	0.00	0.00
CO-18280	APR-12-17	81-39 - Private Dining Revisions Vold	0.00	0.00	0.00
CO-18281	APR-12-17	81-39 - Lobby Ceiling Demo/Fetch for Vold	1,840.00	1,840.00	1,656.00
CO-18282	APR-12-17	81-39 - Petaluma Wall Changes Approved	0.00	0.00	0.00
CO-18283	APR-12-17	81-39 - Vestibule 209 Changes Vold	0.00	0.00	0.00
CO-18284	APR-12-17	81-39 - Spa Wall Changes Vold	0.00	0.00	0.00

CO-18248	APR-27-17	BI 39 - Corbridge Changes	Void	0.00	0.00	0.00
CO-18249	APR-28-17	BI 39 - Bulk 4 Wall Revisions	Approved	6,371.00	0.00	6,733.90
CO-18250	APR-28-17	Lower Ballia at Private Dining and Bar Void		0.00	0.00	0.00
CO-18256	MAY-18-17	BI 39 - B22 Wall and Door Frame Damr Approved		2,031.00	2,031.00	1,827.90
CO-18257	MAY-18-17	Flush out gap above bathroom soffits as Approved		3,686.00	3,686.00	3,317.40
CO-18266	MAY-18-17	CO 17415 / BBOC Change Order 8 Aqle Approved		-983.00	-983.00	-983.70
CO-18297	MAY-18-17	MSH Pricing Gidd Issue 438 Repair Damr Approved		377.00	377.00	332.30
CO-18401	MAY-18-17	MSH Pricing Gidd Issue 438 Repair Damr Approved		0.00	0.00	0.00
CO-18402	MAY-20-17	MSH Pricing Gidd Issue 438 Repair Damr Approved		0.00	0.00	0.00
CO-18404	MAY-22-17	MSH Pricing Gidd Issue 438 Repair Damr Approved		0.00	0.00	0.00
CO-18405	MAY-22-17	MSH Pricing Gidd Issue 438 Repair Damr Approved		0.00	0.00	0.00
CO-18406	MAY-22-17	MSH Pricing Gidd Issue 438 Repair Damr Approved		0.00	0.00	0.00
CO-18407	MAY-22-17	MSH Pricing Gidd Issue 438 Repair Damr Approved		0.00	0.00	0.00
CO-18408	MAY-22-17	MSH Pricing Gidd Issue 438 Repair Damr Approved		0.00	0.00	0.00
CO-18409	MAY-22-17	MSH Pricing Gidd Issue 438 Repair Damr Approved		0.00	0.00	0.00
CO-18410	MAY-22-17	MSH Pricing Gidd Issue 438 Repair Damr Approved		0.00	0.00	0.00
CO-18411	MAY-22-17	MSH Pricing Gidd Issue 438 Repair Damr Approved		0.00	0.00	0.00
CO-18412	MAY-22-17	MSH Pricing Gidd Issue 438 Repair Damr Approved		0.00	0.00	0.00
CO-18413	MAY-22-17	MSH Pricing Gidd Issue 438 Repair Damr Approved		0.00	0.00	0.00
CO-18414	MAY-22-17	MSH Pricing Gidd Issue 438 Repair Damr Approved		0.00	0.00	0.00
CO-18415	MAY-22-17	MSH Pricing Gidd Issue 438 Repair Damr Approved		0.00	0.00	0.00
CO-18416	MAY-22-17	MSH Pricing Gidd Issue 438 Repair Damr Approved		0.00	0.00	0.00
CO-18417	MAY-22-17	MSH Pricing Gidd Issue 438 Repair Damr Approved		0.00	0.00	0.00
CO-18422	JUN-01-17	Add Framing and Drywall to Lobby Set Pending		0.00	0.00	0.00
CO-18423	JUN-01-17	RFI 09774 Guestroom 315 and 416 Set Open		0.00	0.00	0.00
CO-18424	JUN-01-17	New Wall Behind Condesage Desk per Void		0.00	0.00	0.00
CO-18425	JUN-01-17	RFI 0988 - Sheetrock Ceiling at 1st Row Approved		2,078.00	2,078.00	1,878.20
CO-18426	JUN-01-17	RFI 0922 Added Bathmat to Corridor Approved		974.00	974.00	878.60
CO-18427	JUN-01-17	RFI 0940 Pocket Door Opening Reveal Open		2,762.00	0.00	0.00
CO-18428	JUN-08-17	BI 39 - Reception Ceiling Demo/Patch Void		0.00	0.00	0.00
CO-18429	JUN-08-17	BI 41 Boardroom Revisions	Approved	1,821.00	1,821.00	1,831.80
CO-18430	JUN-08-17	BI 41 Prefabrication Revisions	Approved	2,188.00	2,188.00	1,988.20
CO-18431	JUN-08-17	BI 44R1 Pricing	Void	0.00	0.00	0.00
CO-18448	JUN-08-17	Credit LS Finish in Guestroom Corridor Void		0.00	0.00	0.00
CO-18448	JUN-08-17	MSH Claim - Coal Impacts For Sheetrock Pending		520,808.00	0.00	0.00
CO-18452	JUN-14-17	Kitchen Added Bulkheads Extra Work Approved		851.00	851.00	885.90
CO-18466	JUN-20-17	RFI 0981 - ADA Bathroom Control Vtr Approved		2,539.00	2,539.00	2,384.20
CO-18463	JUN-20-17	BI 49 Revisions	Void	0.00	0.00	0.00
CO-18464	JUN-20-17	BI 49 Revisions	Void	0.00	0.00	0.00
CO-18470	JUN-26-17	Spa Room Revisions	Approved	4,488.00	4,488.00	4,018.40
CO-18471	JUN-26-17	RFI 0999 - Pillar/Door Frame Char Approved		1,233.00	1,233.00	1,109.70
CO-18472	JUN-26-17	Add structural studs to pillars at 1st Box Approved		0.00	0.00	0.00
CO-18478	JUN-26-17	for steel Extra Work Orders Dates 8/14/17 - 8/18/17		1,410.00	1,410.00	1,289.00
CO-18477	JUN-26-17	Add Wall not shown on plans at door 2 Approved		294.00	294.00	264.80
CO-18478	JUN-26-17	everyear inspection Extra Work Orders Date 8/18/17		1,808.80	1,808.80	1,447.92
CO-18478	JUN-26-17	Repair Drywall Damages at 1st Floor E Approved		0.00	0.00	0.00
CO-18478	JUN-26-17	Extra Work Orders Date 8/17/17 - 8/21/17		0.00	0.00	0.00
CO-18478	JUN-26-17	Temp Wall Extra Work Order Date 8/1 - Approved		3,877.00	3,877.00	3,579.50
CO-18480	JUN-26-17	RFI 0978 Lower Upper Dining Soffits Approved		1,801.00	1,801.00	1,580.80
CO-18481	JUN-26-17	Repair Drywall Damages at 3rd floor E Approved		8,018.00	8,018.00	7,212.10
CO-18482	JUN-26-17	Repair Damaged Framing on 1st Extra Approved		1,268.00	1,268.00	1,159.40
CO-18484	JUL-05-17	BI 49 Revisions	Void	0.00	0.00	0.00
CO-18485	JUL-05-17	Add Soffit to Corridor Ceiling Water Pl Pending		347.00	0.00	0.00
CO-18486	JUL-05-17	Hung back drywall where Wetson bank Approved		3,434.00	3,434.00	3,080.60
CO-18487	JUL-06-17	Work Orders Date 6/21/17		880.00	880.00	822.00
CO-18488	JUL-06-17	Repair damaged rigid insulation and so Approved		1,271.00	0.00	0.00
CO-18488	JUL-06-17	Patched back drywall removed by Wtl Pending		0.00	0.00	0.00
CO-18488	JUL-06-17	and MCC to order for vanities Work Orders 8/27/17 & 8/8/17		0.00	0.00	0.00
CO-18514	JUL-17-17	BI 53 - Patching	Void	0.00	0.00	0.00
CO-18516	JUL-17-17	RFI 1003 - Remove and Reinstall Door Pending		1,176.00	0.00	0.00
CO-18516	JUL-17-17	Repair Water Damaged Drywall & Insu Approved		2,887.00	2,887.00	2,688.30
CO-18518	JUL-16-17	Sprinkler Patching Extra Work Orders Approved		1,569.00	1,569.00	1,429.20
CO-18519	JUL-19-17	Mechanical Patching Extra Work Orders Pending		878.00	0.00	0.00
CO-18520	JUL-18-17	Electrical Patching Extra Work Orders Approved		1,033.00	1,033.00	959.70

CO-18544	JUL-25-17	RFI 1051 - Bedroom Ceiling High Can L Vold	0.00	0.00	0.00
CO-18646	JUL-27-17	Demol and Re-Build West Vold of First Vold	0.00	0.00	0.00
CO-18647	JUL-27-17	Re-Frame Plasterwork Ceiling due to Re Open	1,198.00	0.00	0.00
CO-18648	JUL-27-17	Install Windows in Foyer at 8889 1 & 2 - Pending	1,711.00	0.00	0.00
CO-18649	JUL-28-17	Repair Water Damaged Drywall & Insu Approved	3,482.00	3,482.00	3,182.26
CO-18650	JUL-28-17	Install Plywood on 3rd Floor Terrace P. Approved	2,048.00	2,048.00	1,882.26
CO-18651	JUL-28-17	Request - Rep Extra Work Order dated 7/13/17	1,343.00	1,343.00	1,208.70
CO-18652	JUL-28-17	Lightbulb Patching Extra Work Orders Approved	2,233.00	2,233.00	2,008.70
CO-18653	JUL-28-17	Mechanical Patching/Repair Extra Wro Approved	1,204.00	1,204.00	1,083.80
CO-18654	AUG-07-17	Electrical Patching Extra Work Orders Approved	19,824.00	19,824.00	17,842.50
CO-18670	AUG-07-17	Installation of Plaster Ceiling Per ID E Approved	4,988.00	4,988.00	4,487.40
CO-18677	AUG-11-17	RFI 1083 - Operable Wall at PTG Gens Approved	0.00	0.00	0.00
CO-18678	AUG-22-17	RFI 1034 - 8th Floor Dust Enclosure at Vold	4,831.00	4,831.00	4,187.50
CO-18681	AUG-22-17	RFI 1070 - Admit South in Room 810 Approved	938.00	938.00	844.20
CO-18684	AUG-31-17	RFI 0958 - Add Furned Wall at IDF Rm Vold	0.00	0.00	0.00
CO-18687	AUG-31-17	Repair Water Damaged Drywall & Insu Approved	333.00	333.00	299.70
CO-18688	AUG-31-17	Mechanical Patching/Repair Extra Wro Approved	1,763.00	1,763.00	1,588.70
CO-18691	SEP-01-17	RFI 1094 - Changes in rooms 316, 411 Pending	0.00	0.00	0.00
CO-18810	SEP-06-17	RFI 1084 - 2nd Floor Shower Rl Approved	4,897.00	4,897.00	4,187.30
CO-18823	SEP-06-17	Repair Water Damaged Drywall & Insu Approved	948.00	948.00	850.30
CO-18825	SEP-06-17	Demol, shors up, and re-install elevator Approved	8,152.00	8,152.00	8,538.80
CO-18836	SEP-18-17	RFI 104 - Manager's Apartment Furned V. Vold	0.00	0.00	0.00
CO-18843	SEP-25-17	Shower Niche Back Change from Water Approved	-4,815.14	-4,815.14	-4,333.83
CO-18844	SEP-27-17	Humidifier Intia Claim Request	1,880.00	1,880.00	0.00
CO-18845	SEP-28-17	RFI 1028 - Fire Chomper Rehabilitation in Approved	1,018.00	1,018.00	914.40
CO-18846	SEP-27-17	Boardroom Entry Pricing Request Approved	1,418.00	1,418.00	1,278.20
CO-18847	SEP-28-17	Issue with ORU-240 Change Order Re Vold	0.00	0.00	0.00
CO-18848	OCT-05-17	RFI 1038 - Added Booth in C99	0.00	0.00	0.00
CO-18872	OCT-18-17	RFI 1096 - Added Wall for Level 8 Low Pending	824.00	824.00	0.00
CO-18873	OCT-18-17	RFI 1121 - Added Scaffs and Columns Approved	1,548.00	1,548.00	1,384.10
CO-18874	OCT-18-17	RFI 1093 - Guestroom 802 TV Vold C Pending	3,162.00	0.00	0.00
CO-18877	OCT-18-17	RFI 1128 - Linen/Storage Ceiling Help Vold	0.00	0.00	0.00
CO-18878	OCT-18-17	1st Floor Above Scaff Drop per Aluc C Approved	1,918.00	1,918.00	1,727.10
CO-18879	OCT-18-17	RFI 1120 - Sprinkler Location in 703 Vold	0.00	0.00	0.00
CO-18884	OCT-31-17	Furnish and Install FRP in 6th floor for Approved	2,531.00	2,531.00	2,277.90
CO-18887	NOV-05-17	Coast 8th Floor Pantry FRP Vold	0.00	0.00	0.00
CO-18701	NOV-05-17	RFI 1088 - Camellias Bar Vold Franchise Approved	1,250.00	1,250.00	1,125.00
CO-18702	NOV-05-17	is 87 Changes	5,410.00	0.00	0.00
CO-18703	NOV-05-17	Repair Water Damaged Drywall & Insu Approved	2,745.00	2,745.00	2,470.50
CO-18706	NOV-14-17	Verify Opening Rugs for Pier Murty Del Pending	14,728.00	0.00	0.00
CO-18707	NOV-14-17	37 More Plaster Ceiling Panels - MATI Approved	3,918.20	3,918.20	3,537.28
CO-18708	NOV-14-17	Framing and Roughing Adjustments Approved	1,987.50	1,987.50	1,770.76
CO-18709	NOV-17-17	Re-roofing costs for hatching, beam Pending	18,765.00	0.00	0.00
CO-18722	DEC-05-17	Window or other roller window installation	747.00	0.00	0.00
CO-18724	DEC-05-17	RFI 1098 - Room 808 Closet Rubastic Pending	282.00	282.00	228.00
CO-18725	DEC-05-17	Lower Ceiling in Room 408K - See BID Approved	3,844.00	3,844.00	3,189.80
CO-18726	DEC-05-17	RFI 1133 - LB Pricing Request for Add Approved	2,433.00	2,433.00	2,181.50
CO-18727	DEC-05-17	Electrical Patching Extra Work Orders Approved	5,016.00	5,016.00	4,813.50
CO-18728	DEC-05-17	Mechanical Patching/Repair Extra Wro Approved	418.00	418.00	378.20
CO-18729	DEC-14-17	Sprinkler Patching Extra Work Orders Approved	3,164.00	3,164.00	0.00
CO-18732	DEC-18-17	Use Epoxy to Completely Connect Job Pending	1,400.00	1,400.00	1,280.00
CO-18735	DEC-28-17	RFI 1166 - Roofing Penny Nuts for Approved	0.00	0.00	0.00
CO-18736	DEC-28-17	RFI 1128 - Revised Mechanical Openings Vold	0.00	0.00	0.00
CO-18737	JAN-04-18	Canceled Sprinkler Head Patching Vold	0.00	0.00	0.00
CO-18738	JAN-11-18	RFI 1128 - Linen/Storage Ceiling Help Vold	0.00	0.00	0.00
CO-18741	JAN-12-18	Added fur ends in bathroom rooms or Vold	1,537.00	0.00	0.00
CO-18741	JAN-12-18	RFI 0926 Design Changes in Room 31 Open			

CO-18794	JAN-15-18	127	3,413.00	0.00	0.00
CO-18795	JAN-25-18		0.00	0.00	0.00
CO-18796	JAN-25-18	116	567.00	0.00	0.00
CO-18799	JAN-25-18		1,413.00	0.00	0.00
CO-18800	FEB-04-18	100	2,870.00	0.00	0.00
CO-18801	FEB-15-18		0.00	0.00	0.00
CO-18802	FEB-15-18		2,578.00	0.00	2,578.00
CO-18803	FEB-23-18	79	2,780.00	0.00	0.00
CO-18804	MAR-07-18		2,780.00	0.00	0.00
CO-18805	MAR-16-18		6,988.00	0.00	6,988.00
CO-18806	MAR-16-18		18,053.00	0.00	0.00
CO-18807	APR-02-18		1,303.00	1,303.00	1,172.70
CO-18808	APR-03-18		2,482.00	2,482.00	2,293.80
CO-18809	APR-04-18	81	666.00	0.00	0.00
CO-18810	APR-04-18		-4,987.00	0.00	-4,487.50
CO-18811	APR-05-18	60	140.00	0.00	0.00
CO-18812	APR-05-18	60	218.00	0.00	0.00
CO-18813	APR-05-18	60	630.00	0.00	0.00
CO-18814	APR-05-18	60	535.00	0.00	0.00
CO-18815	APR-05-18	60	748.00	0.00	0.00
CO-18816	APR-05-18	60	294.00	0.00	0.00
CO-18817	APR-05-18	60	490.00	0.00	0.00
CO-18818	APR-05-18	60	10,671.00	0.00	0.00
CO-18819	APR-05-18		2,728.00	2,728.00	2,554.10
CO-18820	APR-05-18		671.00	671.00	603.80
CO-18821	APR-05-18		678.00	678.00	780.20
CO-18822	APR-05-18		3,098.00	3,098.00	2,777.40
CO-18823	APR-05-18		663.00	663.00	663.80
CO-18824	APR-05-18		2,507.00	2,507.00	2,294.50
CO-18825	APR-05-18		2,829.00	2,829.00	2,648.10
CO-18826	APR-05-18		9,078.00	9,078.00	6,167.50
CO-18827	APR-05-18	10	678.00	0.00	0.00
CO-18828	APR-05-18		4,482,439.31	4,482,439.31	3,968,221.80
CO-18829	APR-05-18		783,663.00	0.00	0.00
CO-18830	APR-05-18		212,622.08	0.00	0.00
CO-18831	APR-05-18		0.00	0.00	0.00
CO-18832	APR-05-18		8,438,944.38	4,482,439.31	3,968,221.80

Open Issues and Changes in Scope Not Listed Above:
 Issues with all stairwell openings and steel stairs being out of square
 Modified drywall from water damage
 Open extra work orders signed by BBC staff
 Overtime/per diem/travel costs associated with schedule acceleration and stacking
 Extended general condition costs
 Damage to our work by other trades
 All engineering and rework associated with elevator front layout issues
 Any issues pertaining to the guestroom ventilates, valves, or rough opening's
 Any open/outstanding construction change directive work not billed and or paid

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Balfour Beatty
Construction

Exhibit D2

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

The undersigned,

(Subcontractor/Vendor)

Lew Supply / CK Supply

(Name of Vendor)

, pursuant to a contract or agreement with:

Balfour Beatty Construction, LLC

("BBC"),

Precision Walls Inc.

(Name of Subcontractor)

a subcontractor to BBC or a

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

Hotel at Marion Square

(Name or Description of Project)

("Project")

which is located at

404 King Street, Charleston, SC 29403

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 \$ 976,482.09

(Amount to be paid to Vendor)

the sufficiency of which is hereby acknowledged and confessed,

and as such Subcontractor hereby: (1) waives, releases and relinquishes any and all liens and claims of lien, actual or potential, and bonds or bond rights, for the Work performed, rendered, supplied or furnished by Subcontractor for or with respect to the Project through

(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 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 claims not included in the Release. Failure to describe any claims 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 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 giving up 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 25th day of

May

20 18

Lew Supply / CK Supply

(Name of Vendor)

Olivia Quiñones

Signature

By:

Olivia Quiñones - Customer Acct. Executive

(Print or Type the Signers Name and Title)

STATE OF

IL

COUNTY OF

COOK

20 18

The foregoing instrument was signed, sealed and acknowledged before me this 25th day of May

Affidavit and that the foregoing statements are true.

Signed:

L Russell

Notary Public

My Commission expires:

12/11/18



Exhibit D2

Construction

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

[Subcontractor/Vendor]

The undersigned,

Hidalgo Sergio U

(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")

which is located at

(Name or Description of Project)

404 King Street, Charleston, SC 29403

in the City of

Charleston

and County of

State of

Charleston

and is owned by

Liberty Associates, LLC,

("Owner").

Subcontractor has been paid and received payment of \$ 13,821.90 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

5/25/23
(Date of Release Period)

(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 contracted delay, 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 described prior and attached, all claims not included in the Release Period, failure to describe any claims is excluded shall be a waiver and release of any right to payment for extra 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 Period; 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 claims up to this date. 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 release in return for the payment recited above.

Given under hand and seal this

25May18[Signature]

(Print or Type the Signer Name and Title)

By:

(Print or Type the Signer Name and Title)

STATE OF

SC

COUNTY OF

Charleston

20

18

The foregoing instrument was signed, sealed and acknowledged before me this

25

day of

May

Affidavit and

that the foregoing statements are true

Signed:

[Signature]

My Commission expires:

5-11-2024

113

Balfour Beatty
Construction**Request for Payment**Subcontractor's Name
Subcontractor's Address

Trimark Foodcraft LLC

2601 Hope Church Road

Winston-Salem, NC 27103

Phone Number

336-768-7520

Fax Number

Pay Request #

3

Work Performed Through:

5/31/2018

Project Name:

Hotel at Marion Square

Job No.:

13026000

Date:

5/15/2018

Owner:

Library Associates LLC

Description of Work:

Food Service Equipment

Original Contract Amount

987,876.13

Change Order Total

Through C/O #: 1

7331.23

Total Revised Contract

992,207.36

Value of Work Performed to Date

975,740.81

Value of Materials Stored On Site

Value of Materials Stored Off Site

Current Month (Stored Materials)

975,740.81

Total

Less 10%
% Retainage

97,574.08

Amount Earned to Date

878,166.73

Less Previous Billings/Payments

771,891.28

Less Adjustments/Joint Checks

Less Pending Back Changes

Total Amount Due

106,275.45

For Balfour Beatty Use Only:

CO #	Vendor #	Job #	Contract No.
Date	Invoice #	Description	
Gross Amount	Retainage Amt	Net Amount	
\$0.00	\$0.00	\$0.00	
Accrue Tax	Tax Code	Pay Item & Cost Code	
YES			
NO			
Full Contact			

Approvals:

PM / Date

PA / Date

APA / Date

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 #

Application and Certificate for Payment

TO OWNER: Balfour Beatty
P.O. Box 25749
Richmond, VA 23260

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

APPLICATION NO: 003
PERIOD TO: May 31, 2018

Distribution to:
OWNER: ☐
ARCHITECT: ☐
CONTRACTOR: ☐
FIELD: ☐
OTHER: ☐

FROM: Trimark Foodcraft, LLC
2601 Hope Church Road
Winston-Salem, NC 27103

CONTRACTOR: 2601 Hope Church Road
Winston-Salem, NC 27103

CONTRACT FOR: General Construction

CONTRACT DATE: January 16, 2016

PROJECT NOS: / 13026000 /

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM \$984,876.13
2. NET CHANGE BY CHANGE ORDERS \$7,331.23
3. CONTRACT SUM TO DATE (Line 1 ± 2) \$992,207.36
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$975,740.81
5. RETAINAGE:
 - a. 10.00 % of Completed Work (Column D + E on G703) \$97,574.08
 - b. 0 % of Stored Material (Column F on G703) \$0.00

Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$97,574.08

6. TOTAL EARNED LESS RETAINAGE \$878,166.73

(Line 4 Less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$771,891.28

(Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE \$106,275.45

9. BALANCE TO FINISH, INCLUDING RETAINAGE

(Line 3 less Line 6) \$114,040.63

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$7,331.23	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$7,331.23	\$0.00
NET CHANGES by Change Order		\$7,331.23

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

CONTRACTOR:

By:

State of: North Carolina

County of: Forsyth

Subscribed and sworn to before me this 15th day of May 2018

Notary Public: Samuel A. Whitener

My Commission expires: June 9, 2020

Date: May 15, 2018



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this 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 \$106,275.45

(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.)

ARCHITECT:

By:

Date:

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

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User Notes:

Continuation Sheet

AIA Document, G702[™]-1992, Application and Certification for Payment, or G736[™]-2009, Project Application and Project Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.

In tabulations below, amounts are in US dollars.

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

APPLICATION NO: 003
 APPLICATION DATE: May 11, 2018
 PERIOD TO: 5/31/18
 ARCHITECT'S PROJECT NO:

ITEM NO.	DESCRIPTION OF WORK	C	WORK COMPLETED		F	G		H	I
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G ÷ C)		
2	WALK IN COOLER/FREEZER	27,107.63	27,107.63	0.00	0.00	27,107.63	100.00%	0.00	0.00
3	COOLER	1.31	1.31	0.00	0.00	1.31	100.00%	0.00	0.00
4	CONDENSING UNIT COIL	1.31	1.31	0.00	0.00	1.31	100.00%	0.00	0.00
5	FREEZER	1.31	1.31	0.00	0.00	1.31	100.00%	0.00	0.00
6	CONDENSING UNIT COIL	1.31	1.31	0.00	0.00	1.31	100.00%	0.00	0.00
207	WALK IN COOLER/FREEZER	27,200.49	27,200.49	0.00	0.00	27,200.49	100.00%	0.00	0.00
208	COOLER	1.31	1.31	0.00	0.00	1.31	100.00%	0.00	0.00
211	CONDENSING UNIT COIL	1.31	1.31	0.00	0.00	1.31	100.00%	0.00	0.00
212	FREEZER	1.31	1.31	0.00	0.00	1.31	100.00%	0.00	0.00
213	CONDENSING UNIT COIL	1.31	1.31	0.00	0.00	1.31	100.00%	0.00	0.00
52	GRIDDLE TOP RANGE	7,044.71	7,044.71	0.00	0.00	7,044.71	100.00%	0.00	0.00
53	SALAMANDER BROILER	1.31	1.31	0.00	0.00	1.31	100.00%	0.00	0.00
54	CHARBOILER	5,850.54	5,850.54	0.00	0.00	5,850.54	100.00%	0.00	0.00
55	8 BURNER RANGE	5,205.71	5,205.71	0.00	0.00	5,205.71	100.00%	0.00	0.00
56	SALAMANDER BROILER	1.31	1.31	0.00	0.00	1.31	100.00%	0.00	0.00

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User Notes:

A	B	C	D	E		F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	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 (IF VARIABLE RATE)	
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD						
221	20GAL TILT KETTLE	13,765.05	13,765.05	0.00	0.00	13,765.05	100.00%	0.00	0.00	
222	33GAL TILT KETTLE	12,939.72	12,939.72	0.00	0.00	12,939.72	100.00%	0.00	0.00	
224	DBL CONV OVEN	10,475.51	10,475.51	0.00	0.00	10,475.51	100.00%	0.00	0.00	
224A	DBL ELEC COMBI	24,779.44	24,779.44	0.00	0.00	24,779.44	100.00%	0.00	0.00	
232	GRIDDLE TOP RANGE	3,787.87	3,787.87	0.00	0.00	3,787.87	100.00%	0.00	0.00	
233	CHARBOILER	7,325.93	7,325.93	0.00	0.00	7,325.93	100.00%	0.00	0.00	
234	8 BURNER RANGE	4,832.94	4,832.94	0.00	0.00	4,832.94	100.00%	0.00	0.00	
57	COMBI/CONV OVEN	14,072.42	14,072.42	0.00	0.00	14,072.42	100.00%	0.00	0.00	
162	INGREDIENT BIN	678.84	678.84	0.00	0.00	678.84	100.00%	0.00	0.00	
264	ICE CART	588.59	588.59	0.00	0.00	588.59	100.00%	0.00	0.00	
48	EXHAUST HOOD W/FP	21,778.12	21,778.12	0.00	0.00	21,778.12	100.00%	0.00	0.00	
171	EXHAUST HOOD	1,963.85	1,963.85	0.00	0.00	1,963.85	100.00%	0.00	0.00	
225	UTILITY DIST SYS	30,977.84	30,977.84	0.00	0.00	30,977.84	100.00%	0.00	0.00	
227	EXHAUST HOOD W/FP	32,346.02	32,346.02	0.00	0.00	32,346.02	100.00%	0.00	0.00	
77	WAREWASHER	16,212.26	16,212.26	0.00	0.00	16,212.26	100.00%	0.00	0.00	
121	UC GLASSWASHER	3,896.44	3,896.44	0.00	0.00	3,896.44	100.00%	0.00	0.00	
135	UC GLASSWASHER	3,896.44	3,896.44	0.00	0.00	3,896.44	100.00%	0.00	0.00	
154	UC WAREWASHER	3,896.44	3,896.44	0.00	0.00	3,896.44	100.00%	0.00	0.00	
254	WAREWASHER	29,701.33	29,701.33	0.00	0.00	29,701.33	100.00%	0.00	0.00	
255	POWER UNLOADER	1.31	1.31	0.00	0.00	1.31	100.00%	0.00	0.00	
256	ROLLER UNLOADER	1.31	1.31	0.00	0.00	1.31	100.00%	0.00	0.00	
605	UC WAREWASHER	3,896.44	3,896.44	0.00	0.00	3,896.44	100.00%	0.00	0.00	
R27	UB WAREWASHER	3,896.44	3,896.44	0.00	0.00	3,896.44	100.00%	0.00	0.00	
263	MBL P&P RACK	1,028.06	0.00	1,028.06	0.00	1,028.06	100.00%	0.00	0.00	
168	ROLL IN PROOF BX	7,150.66	7,150.66	0.00	0.00	7,150.66	100.00%	0.00	0.00	
172	DECK OVEN	36,484.45	36,484.45	0.00	0.00	36,484.45	100.00%	0.00	0.00	
1	HAND SINK	359.69	359.69	0.00	0.00	359.69	100.00%	0.00	0.00	

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ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	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 (IF VARIABLE RATE)	
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD						
7	COOLER SHELVING	2,027.35	2,027.35	0.00	0.00	2,027.35	100.00%	0.00	0.00	
8	STORAGE SHELVING	1,642.81	1,642.81	0.00	0.00	1,642.81	100.00%	0.00	0.00	
16	C/G DOLLY	353.15	353.15	0.00	0.00	353.15	100.00%	0.00	0.00	
21	STORAGE SHELVING	188.35	188.35	0.00	0.00	188.35	100.00%	0.00	0.00	
23	HAND SINK	359.69	359.69	0.00	0.00	359.69	100.00%	0.00	0.00	
38	HAND SINK	361.00	361.00	0.00	0.00	361.00	100.00%	0.00	0.00	
155	SHELVING UNIT	207.97	207.97	0.00	0.00	207.97	100.00%	0.00	0.00	
166	HAND SINK	361.00	361.00	0.00	0.00	361.00	100.00%	0.00	0.00	
	MOP SINK STORAGE CABINET	2,461.59	2,461.59	0.00	0.00	2,461.59	100.00%	0.00	0.00	
205		2,461.59	2,461.59	0.00	0.00	2,461.59	100.00%	0.00	0.00	
206	STORAGE SHELVING	1,463.62	1,463.62	0.00	0.00	1,463.62	100.00%	0.00	0.00	
214	COOLER SHELVING	2,134.60	2,134.60	0.00	0.00	2,134.60	100.00%	0.00	0.00	
218	HAND SINK	359.69	359.69	0.00	0.00	359.69	100.00%	0.00	0.00	
238	HAND SINK	359.69	359.69	0.00	0.00	359.69	100.00%	0.00	0.00	
242	ROLL IN PAN RACK	2,063.97	0.00	2,063.97	0.00	2,063.97	100.00%	0.00	0.00	
244	HAND SINK	359.69	359.69	0.00	0.00	359.69	100.00%	0.00	0.00	
257	C/G DOLLY	711.53	711.53	0.00	0.00	711.53	100.00%	0.00	0.00	
601	HAND SINK	145.18	145.18	0.00	0.00	145.18	100.00%	0.00	0.00	
609	WALL SHELF	290.37	290.37	0.00	0.00	290.37	100.00%	0.00	0.00	
R01	HAND SINK	361.00	361.00	0.00	0.00	361.00	100.00%	0.00	0.00	
	FILTER SYS COFFEE MAKER	392.39	392.39	0.00	0.00	392.39	100.00%	0.00	0.00	
14		392.39	392.39	0.00	0.00	392.39	100.00%	0.00	0.00	
58	FILTER SYS STEAMER	602.97	602.97	0.00	0.00	602.97	100.00%	0.00	0.00	
	FILTER SYS COMBI									
226	OVEN	915.58	915.58	0.00	0.00	915.58	100.00%	0.00	0.00	
37	SLICER	1,355.05	1,355.05	0.00	0.00	1,355.05	100.00%	0.00	0.00	
43	30QT MIXER	4,573.96	4,573.96	0.00	0.00	4,573.96	100.00%	0.00	0.00	
165	30QT MIXER	4,573.96	4,573.96	0.00	0.00	4,573.96	100.00%	0.00	0.00	
216	60QT MIXER	11,774.32	11,774.32	0.00	0.00	11,774.32	100.00%	0.00	0.00	

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ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	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 (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
R13	GRIDDLE	1,433.53	1,433.53	0.00	0.00	1,433.53	100.00%	0.00	0.00
R14	FRYER	447.32	447.32	0.00	0.00	447.32	100.00%	0.00	0.00
65	CONV TOASTER	1,438.76	1,438.76	0.00	0.00	1,438.76	100.00%	0.00	0.00
71	FOOD WARMERS	1,423.07	1,423.07	0.00	0.00	1,423.07	100.00%	0.00	0.00
77A	ADD BOOSTER HEATER	1.31	1.31	0.00	0.00	1.31	100.00%	0.00	0.00
225A	ADD BOOSTER HEATER	1.31	1.31	0.00	0.00	1.31	100.00%	0.00	0.00
11	REACH IN REFR	3,033.18	3,033.18	0.00	0.00	3,033.18	100.00%	0.00	0.00
25	ICE MAKER	4,876.10	4,876.10	0.00	0.00	4,876.10	100.00%	0.00	0.00
26	ICE BIN	1.31	1.31	0.00	0.00	1.31	100.00%	0.00	0.00
27	FILTER SYS	1.31	1.31	0.00	0.00	1.31	100.00%	0.00	0.00
46	CHANGE WORK TOP REFR	2,818.67	2,818.67	0.00	0.00	2,818.67	100.00%	0.00	0.00
47	REACH IN FREEZER	2,847.45	2,847.45	0.00	0.00	2,847.45	100.00%	0.00	0.00
62	REFR PREP TABLE	6,347.57	6,347.57	0.00	0.00	6,347.57	100.00%	0.00	0.00
64	REFR PREP TABLE	6,347.57	6,347.57	0.00	0.00	6,347.57	100.00%	0.00	0.00
103	ICE BIN	4,876.10	4,876.10	0.00	0.00	4,876.10	100.00%	0.00	0.00
104	ICE MAKER	1.31	1.31	0.00	0.00	1.31	100.00%	0.00	0.00
106	FILTER SYS	1.31	1.31	0.00	0.00	1.31	100.00%	0.00	0.00
161	REACH IN REFR	3,033.18	3,033.18	0.00	0.00	3,033.18	100.00%	0.00	0.00
181	UC REFR	2,048.28	2,048.28	0.00	0.00	2,048.28	100.00%	0.00	0.00
202	ICE MAKER	7,620.22	7,620.22	0.00	0.00	7,620.22	100.00%	0.00	0.00
203	ICE BIN	1.31	1.31	0.00	0.00	1.31	100.00%	0.00	0.00
204	FILTER SYS	1.31	1.31	0.00	0.00	1.31	100.00%	0.00	0.00
275	REACH IN REFR	2,278.48	2,278.48	0.00	0.00	2,278.48	100.00%	0.00	0.00
602	REACH IN REFR	3,033.18	3,033.18	0.00	0.00	3,033.18	100.00%	0.00	0.00
607	UC ICE MAKER	2,062.66	2,062.66	0.00	0.00	2,062.66	100.00%	0.00	0.00
R02	FILTER SYS	1.31	1.31	0.00	0.00	1.31	100.00%	0.00	0.00
R03	ICE BIN	1.31	1.31	0.00	0.00	1.31	100.00%	0.00	0.00

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User Notes:

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ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	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 (IF VARIABLE RATE)	
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD						
R04	ICE MAKER	3,846.73	3,846.73	0.00	0.00	3,846.73	100.00%	0.00	0.00	
R17	REACH IN FREEZER	2,847.45	2,847.45	0.00	0.00	2,847.45	100.00%	0.00	0.00	
R18	REFR SANDWICH UNIT	5,577.17	5,577.17	0.00	0.00	5,577.17	100.00%	0.00	0.00	
R18A	DBL OVERSHELF	1.31	1.31	0.00	0.00	1.31	100.00%	0.00	0.00	
V1	HOTEL ICE MACH	35,997.88	35,997.88	0.00	0.00	35,997.88	100.00%	0.00	0.00	
67	MICROWAVE OVEN	357.08	357.08	0.00	0.00	357.08	100.00%	0.00	0.00	
178	MICROWAVE/CONV OVEN	9,259.10	9,259.10	0.00	0.00	9,259.10	100.00%	0.00	0.00	
608	MICROWAVE OVEN	357.08	357.08	0.00	0.00	357.08	100.00%	0.00	0.00	
R09	RAPID COOK OVEN	4,444.47	4,444.47	0.00	0.00	4,444.47	100.00%	0.00	0.00	
113	UB POS CABINET	933.89	933.89	0.00	0.00	933.89	100.00%	0.00	0.00	
114	SODA GUN HOLDER	329.61	329.61	0.00	0.00	329.61	100.00%	0.00	0.00	
115	UB SPEED RAIL	117.72	117.72	0.00	0.00	117.72	100.00%	0.00	0.00	
116	UB COCKTAIL STATION	1,569.56	1,569.56	0.00	0.00	1,569.56	100.00%	0.00	0.00	
117	UB BLENDER	762.55	762.55	0.00	0.00	762.55	100.00%	0.00	0.00	
118	UB GLASS RACK	859.33	859.33	0.00	0.00	859.33	100.00%	0.00	0.00	
122	UB SINK	752.08	752.08	0.00	0.00	752.08	100.00%	0.00	0.00	
123	UB DRY WASTE	364.92	364.92	0.00	0.00	364.92	100.00%	0.00	0.00	
124	UB HAND SINK	1,043.76	1,043.76	0.00	0.00	1,043.76	100.00%	0.00	0.00	
125	BACK BAR COOLER	3,734.25	3,734.25	0.00	0.00	3,734.25	100.00%	0.00	0.00	
126	BACK BAR COOLER	3,734.25	3,734.25	0.00	0.00	3,734.25	100.00%	0.00	0.00	
132	UB HAND SINK	1,043.76	1,043.76	0.00	0.00	1,043.76	100.00%	0.00	0.00	
133	UB DRY WASTE	363.61	363.61	0.00	0.00	363.61	100.00%	0.00	0.00	
134	UB SINK	752.08	752.08	0.00	0.00	752.08	100.00%	0.00	0.00	
136	UB GLASS RACK	859.33	859.33	0.00	0.00	859.33	100.00%	0.00	0.00	
137	UB BLENDER	761.24	761.24	0.00	0.00	761.24	100.00%	0.00	0.00	
338	UB COCKTAIL STATION	1,569.56	1,569.56	0.00	0.00	1,569.56	100.00%	0.00	0.00	

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141	UB SPEED RAIL	117.72	117.72	0.00	0.00	117.72	100.00%	0.00	0.00	
142	SODA GUN HOLDER	329.61	329.61	0.00	0.00	329.61	100.00%	0.00	0.00	
143	UB POS CABINET	933.89	933.89	0.00	0.00	933.89	100.00%	0.00	0.00	
145	BACK BAR COOLER	5,146.85	5,146.85	0.00	0.00	5,146.85	100.00%	0.00	0.00	
616	UC REFR	2,054.82	2,054.82	0.00	0.00	2,054.82	100.00%	0.00	0.00	
618	UC REFR	2,054.82	2,054.82	0.00	0.00	2,054.82	100.00%	0.00	0.00	
R25	UB DRY WASTE	363.61	363.61	0.00	0.00	363.61	100.00%	0.00	0.00	
R26	UB SINK	752.08	752.08	0.00	0.00	752.08	100.00%	0.00	0.00	
R28	UB SODA GUN HOLDER	355.77	355.77	0.00	0.00	355.77	100.00%	0.00	0.00	
R31	UB SPEED RAIL	117.72	117.72	0.00	0.00	117.72	100.00%	0.00	0.00	
R32	UB COMB ICE BIN	1,569.56	1,569.56	0.00	0.00	1,569.56	100.00%	0.00	0.00	
R33	UB BLENDER	762.55	762.55	0.00	0.00	762.55	100.00%	0.00	0.00	
R36	UB GLASS RACK	859.33	859.33	0.00	0.00	859.33	100.00%	0.00	0.00	
R37	UB REFR	7,325.93	7,325.93	0.00	0.00	7,325.93	100.00%	0.00	0.00	
51	DEEP FAT FRYER	11,975.75	11,975.75	0.00	0.00	11,975.75	100.00%	0.00	0.00	
228	FRYER BATTERY	20,609.64	20,609.64	0.00	0.00	20,609.64	100.00%	0.00	0.00	
28	CUTTER/MIXER	1,124.85	1,124.85	0.00	0.00	1,124.85	100.00%	0.00	0.00	
74	DISPOSER	2,795.13	2,795.13	0.00	0.00	2,795.13	100.00%	0.00	0.00	
83	DISPOSER	3,042.33	3,042.33	0.00	0.00	3,042.33	100.00%	0.00	0.00	
251	DISPOSER	2,795.13	2,795.13	0.00	0.00	2,795.13	100.00%	0.00	0.00	
261	DISPOSER	3,042.33	3,042.33	0.00	0.00	3,042.33	100.00%	0.00	0.00	
88	DROP IN ICE BIN	824.02	824.02	0.00	0.00	824.02	100.00%	0.00	0.00	
271	DROP IN ICE BIN	824.02	824.02	0.00	0.00	824.02	100.00%	0.00	0.00	
12	COUNTER W/SINK	6,461.36	6,461.36	0.00	0.00	6,461.36	100.00%	0.00	0.00	
13	WALL CABINET	1,360.29	1,360.29	0.00	0.00	1,360.29	100.00%	0.00	0.00	
17	WALL CABINET	2,176.46	2,176.46	0.00	0.00	2,176.46	100.00%	0.00	0.00	
24	FLOOR TROUGH	595.13	595.13	0.00	0.00	595.13	100.00%	0.00	0.00	
31	WORK TABLE	1,020.21	1,020.21	0.00	0.00	1,020.21	100.00%	0.00	0.00	
32	WALL SHELF	285.14	285.14	0.00	0.00	285.14	100.00%	0.00	0.00	

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33	WORK TABLE	1,836.39	1,836.39	0.00	0.00	1,836.39	100.00%	0.00	0.00
33A	SINK WELD TO TABLE	1.31	1.31	0.00	0.00	1.31	100.00%	0.00	0.00
34	WALL SHELF	380.62	380.62	0.00	0.00	380.62	100.00%	0.00	0.00
35	WORK TABLE	625.21	625.21	0.00	0.00	625.21	100.00%	0.00	0.00
41	WORK TABLE	1,428.30	1,428.30	0.00	0.00	1,428.30	100.00%	0.00	0.00
41A	SINK WELD TO TABLE	1.31	1.31	0.00	0.00	1.31	100.00%	0.00	0.00
42	WALL SHELF	333.53	333.53	0.00	0.00	333.53	100.00%	0.00	0.00
44	WORK TABLE	1,020.21	1,020.21	0.00	0.00	1,020.21	100.00%	0.00	0.00
45	WALL SHELF	285.14	285.14	0.00	0.00	285.14	100.00%	0.00	0.00
61	CHEF COUNTER	14,997.16	14,997.16	0.00	0.00	14,997.16	100.00%	0.00	0.00
72	SOILED DISHTABLE	2,734.96	2,734.96	0.00	0.00	2,734.96	100.00%	0.00	0.00
73	SORTING SHELF	442.09	442.09	0.00	0.00	442.09	100.00%	0.00	0.00
76	VENT DUCT RISER	612.13	612.13	0.00	0.00	612.13	100.00%	0.00	0.00
78	CLEAN DISHTABLE	680.14	680.14	0.00	0.00	680.14	100.00%	0.00	0.00
81	POT RACK	795.24	795.24	0.00	0.00	795.24	100.00%	0.00	0.00
82	3 COMP SINK	3,973.61	3,973.61	0.00	0.00	3,973.61	100.00%	0.00	0.00
86	DROP IN SINK	340.07	340.07	0.00	0.00	340.07	100.00%	0.00	0.00
105	FLOOR TROUGH	595.13	595.13	0.00	0.00	595.13	100.00%	0.00	0.00
151	3 COMP CORNER SINK	2,839.60	2,839.60	0.00	0.00	2,839.60	100.00%	0.00	0.00
152	WALL SHELF	1,334.13	1,334.13	0.00	0.00	1,334.13	100.00%	0.00	0.00
153	WALL SHELF	952.20	952.20	0.00	0.00	952.20	100.00%	0.00	0.00
163	WALL CABINET	6,151.37	6,151.37	0.00	0.00	6,151.37	100.00%	0.00	0.00
164	WORK COUNTER	3,502.74	3,502.74	0.00	0.00	3,502.74	100.00%	0.00	0.00
164A	SINK WELD TO TABLE	1.31	1.31	0.00	0.00	1.31	100.00%	0.00	0.00
176	DROP IN HAND SINK	306.06	306.06	0.00	0.00	306.06	100.00%	0.00	0.00
201	FLOOR TROUGH	833.18	833.18	0.00	0.00	833.18	100.00%	0.00	0.00

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215	WORK TABLE	2,244.47	2,244.47	0.00	0.00	2,244.47	100.00%	0.00	0.00
215A	SINK WELD TO TABLE	1.31	1.31	0.00	0.00	1.31	100.00%	0.00	0.00
217	WORK TABLE	2,176.46	2,176.46	0.00	0.00	2,176.46	100.00%	0.00	0.00
217A	SINK WELD TO TABLE	1.31	1.31	0.00	0.00	1.31	100.00%	0.00	0.00
223	FLOOR TROUGH	1,428.30	1,428.30	0.00	0.00	1,428.30	100.00%	0.00	0.00
236	WORK TABLE	2,526.99	2,526.99	0.00	0.00	2,526.99	100.00%	0.00	0.00
247	SOILED DISHTABLE	3,084.19	3,084.19	0.00	0.00	3,084.19	100.00%	0.00	0.00
248	SORTING SHELF	623.90	623.90	0.00	0.00	623.90	100.00%	0.00	0.00
253	VENT DUCT RISER	748.16	748.16	0.00	0.00	748.16	100.00%	0.00	0.00
262	3 COMP POT SINK	3,046.26	3,046.26	0.00	0.00	3,046.26	100.00%	0.00	0.00
265	WORK TABLE	1,938.41	1,938.41	0.00	0.00	1,938.41	100.00%	0.00	0.00
265A	SINK WELD TO TABLE	1.31	1.31	0.00	0.00	1.31	100.00%	0.00	0.00
603	WORK COUNTER	1,578.72	1,578.72	0.00	0.00	1,578.72	100.00%	0.00	0.00
603A	SINK WELD TO TABLE	1.31	1.31	0.00	0.00	1.31	100.00%	0.00	0.00
604	WALL CABINET	816.17	816.17	0.00	0.00	816.17	100.00%	0.00	0.00
606	WALL CABINET	2,176.46	2,176.46	0.00	0.00	2,176.46	100.00%	0.00	0.00
R05	FLOOR TROUGH	595.13	595.13	0.00	0.00	595.13	100.00%	0.00	0.00
R07	WORK TABLE UC	1,598.34	1,598.34	0.00	0.00	1,598.34	100.00%	0.00	0.00
R07A	SINK WELD TO TABLE	1.31	1.31	0.00	0.00	1.31	100.00%	0.00	0.00
R08	WALL SHELF	1,522.47	1,522.47	0.00	0.00	1,522.47	100.00%	0.00	0.00
R10	WORK TABLE	255.05	255.05	0.00	0.00	255.05	100.00%	0.00	0.00
R15	3 COMP CORNER SINK	1,186.33	1,186.33	0.00	0.00	1,186.33	100.00%	0.00	0.00
R16	W/SHELF W/POT RACK	183.12	183.12	0.00	0.00	183.12	100.00%	0.00	0.00
186	NR BAKERY CASE	7,930.21	0.00	7,930.21	0.00	7,930.21	100.00%	0.00	0.00

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187	REFR BAKERY CASE	11,312.61	0.00		11,312.61	0.00	11,312.61	100.00%	0.00	0.00
75	PRE-RINSE FAUCET	347.92	347.92		0.00	0.00	347.92	100.00%	0.00	0.00
84	PRE-RINSE FAUCET	347.92	347.92		0.00	0.00	347.92	100.00%	0.00	0.00
245	HOSE REEL	1,293.58	1,293.58		0.00	0.00	1,293.58	100.00%	0.00	0.00
246	HOSE REEL W/GUN	1,338.05	1,338.05		0.00	0.00	1,338.05	100.00%	0.00	0.00
252	PRE-RINSE FAUCET	346.61	346.61		0.00	0.00	346.61	100.00%	0.00	0.00
258	PRE-RINSE FAUCET	347.92	347.92		0.00	0.00	347.92	100.00%	0.00	0.00
266	GLASS FILLER FAUCET	285.14	285.14		0.00	0.00	285.14	100.00%	0.00	0.00
173	DISPLAY REFR	3,586.45	3,586.45		0.00	0.00	3,586.45	100.00%	0.00	0.00
R12	REFR EQ STAND	5,012.13	5,012.13		0.00	0.00	5,012.13	100.00%	0.00	0.00
167	ROLL IN FREEZER	10,162.91	10,162.91		0.00	0.00	10,162.91	100.00%	0.00	0.00
241	ROOL IN HEATED CABINET	14,534.13	14,534.13		0.00	0.00	14,534.13	100.00%	0.00	0.00
243	ROLL IN REFR	8,033.54	8,033.54		0.00	0.00	8,033.54	100.00%	0.00	0.00
63	DROP IN HOT WELLS	1,258.26	1,258.26		0.00	0.00	1,258.26	100.00%	0.00	0.00
68	DROP IN SOUP WELLS	559.81	559.81		0.00	0.00	559.81	100.00%	0.00	0.00
R11	VENTLESS HOOD	17,134.37	17,134.37		0.00	0.00	17,134.37	100.00%	0.00	0.00
237	PLATE DOLLY	3,351.01	3,351.01		0.00	0.00	3,351.01	100.00%	0.00	0.00
	RESTAURANT LABOR						0.00	0.00%	0.00	0.00
	WALK IN INSTALL	1,000.00	1,000.00		0.00	0.00	1,000.00	100.00%	0.00	0.00
	REFR INSTALL	3,000.00	0.00		3,000.00	0.00	3,000.00	100.00%	0.00	0.00
	HOOD INSTALL	1,300.00	1,300.00		0.00	0.00	1,300.00	100.00%	0.00	0.00
	EQUIP INSTALL	6,200.00	0.00		6,200.00	0.00	6,200.00	100.00%	0.00	0.00
	LOBBY/LOUNGE L		0.00		0.00	0.00	0.00	0.00%	0.00	0.00
	EQUIP INSTALL	3,000.00	0.00		3,000.00	0.00	3,000.00	100.00%	0.00	0.00
	PATISSERIE LABOR	0.00	0.00		0.00	0.00	0.00	0.00%	0.00	0.00
	HOOD INSTALL	500.00	500.00		0.00	0.00	500.00	100.00%	0.00	0.00

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	EQUIP INSTALL	3,000.00	0.00	3,000.00	0.00	3,000.00	100.00%	0.00	0.00
	BANQUET KITCHEN		0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	WALK IN INSTALL	1,000.00	0.00	1,000.00	0.00	1,000.00	100.00%	0.00	0.00
	REFR INSTALL	3,000.00	0.00	3,000.00	0.00	3,000.00	100.00%	0.00	0.00
	HOOD INSTALL	1,154.00	1,154.00	0.00	0.00	1,154.00	100.00%	0.00	0.00
	EQUIP INSTALL	6,200.00	0.00	6,200.00	0.00	6,200.00	100.00%	0.00	0.00
	CONCIERGE LOUNGE		0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	EQUIP INSTALL	1,787.00	1,787.00	0.00	0.00	1,787.00	100.00%	0.00	0.00
	ROOF TOP BAR		0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	EQUIP INSTALL	3,695.00	0.00	3,695.00	0.00	3,695.00	100.00%	0.00	0.00
	GENERAL COND/ADMIN/PM	164,665.54	82,335.00	65,863.99	0.00	148,198.99	90.00%	16,466.55	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	WHITE GOODS TAX	3.00	0.00	3.00	0.00	3.00	100.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
CO1	CHANGE ORDER	7,331.32	7,331.32	0.00	0.00	7,331.32	100.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	GRAND TOTAL	\$992,207.36	\$858,443.97	\$117,296.84	\$0.00	\$975,740.81	98.34%	\$16,466.55	\$0.00

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User Notes:

check in the amount of \$ 137,918 and for the
book to clear the bank upon which it was drawn.

15 B

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

KNOW ALL MEN BY THESE PRESENTS:

Notwithstanding any language to the contrary herein, this lien waiver applies solely
to the work performed under the specific payment application referenced herein.

That **Bernhard MCC, LLC**, (the "Lienor") for and in consideration of the payment of the sum of **\$137,917.73** 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 May, 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 25 day of May, 2018.

Signed, sealed and delivered
in the presence of:

Bernhard MCC, LLC
a Louisiana corporation

Signature

Signature

Print Name

Print Name & Title

STATE OF North Carolina

COUNTY OF Wake



The foregoing instrument was acknowledged before me this 25 day of May, 2018, by R. Stringo of **Bernhard MCC, LLC**, a Louisiana corporation on, on behalf of the corporation. He/she is personally known to me.

My Commission Expires:

12/13/21

NOTARY PUBLIC, STATE OF

North Carolina

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

APPLICATION AND CERTIFICATION FOR PAYMENT

DOCUMENT G702

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

PROJECT: HOTEL AT MARION SQUARE

APPLICATION NO 31

Distribution to:

X	OWNER
X	ARCHITECT
X	INSPECTOR

PERIOD TO: 5/31/2018

FROM CONTRACTOR:

Bernhard MCG, LLC.
9233 Forsyth Park Drive
Charlotte, NC 28273

PROJECT NO: #13026000
BMCC Project # 8350248

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.

1. ORIGINAL CONTRACT SUM \$ 8,028,350.00
2. Net change by Change Orders \$ 834,283.16
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 8,862,633.16
4. TOTAL COMPLETED & STORED TO DATE (Column J on G703) \$ 8,759,720.39
5. RETAINAGE: \$ 875,972.04
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total) \$ 7,883,748.35
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 7,745,830.62
8. CURRENT PAYMENT DUE \$ 137,917.73
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 978,884.81

SUBCONTRACTOR
By:  Date: 5/25/2018

CONTRACTOR
By: _____ Date: _____

CONSTRUCTION MANAGER
By: _____ Date: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT REQUESTED \$ 137,917.73

(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 in previous months by Owner	781,314.69	\$0.00
Total approved this Month	3,976.75	\$0.00
TOTALS	785,291.44	\$0.00
NET CHANGES by Change Order	\$785,291.44	

AIA DOCUMENT G702 - APPLICATION AND CERTIFICATION FOR PAYMENT - 1982 EDITION - AIA - ©1982
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 20006-5922

CONTINUATION SHEET

Page 3 of 4

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column 1 on Contracts where variable retainage for line items may apply.

APPLICATION NO. 31
APPLICATION DATE 5/12/2018
PERIOD TO: 5/31/2018

26

Balfour Beatty Project 0

BID PACKAGE #	CONTRACTOR	SCHEDULED VALUE	TOTAL CHANGE ORDERS	REVISED CONTRACT	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E+F)	THIS PERIOD (H-E)	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+H)	% (G+C)	BALANCE TO FINISH (C-G)	RETAINAGE
1	MOBILIZATION	40,000.00		40,000.00	40,000.00		-	40,000.00	100.00%	-	4,000.00
	HVAC EQUIPMENT										
2	TRANE EQUIPMENT	650,000.00		650,000.00	650,000.00		-	650,000.00	100.00%	-	65,000.00
3	PAGE PUMPS & EQUIPMENT	300,000.00		300,000.00	300,000.00		-	300,000.00	100.00%	-	30,000.00
4	HOFFMAN FANS, VAVS & EQUIPMENT	90,000.00		90,000.00	90,000.00		-	90,000.00	100.00%	-	9,000.00
5	VIBRATION/SEISMIC	96,000.00		96,000.00	96,000.00		-	96,000.00	100.00%	-	9,600.00
	PLUMBING EQUIPMENT										
6	FIXTURES	1,045,000.00		1,045,000.00	953,499.80	91,500.20	-	1,045,000.00	100.00%	-	104,500.00
7	GREASE TRAP	10,000.00		10,000.00	10,000.00		-	10,000.00	100.00%	-	1,000.00
8	PUMPS/WATER HEATER	50,000.00		50,000.00	50,000.00		-	50,000.00	100.00%	-	5,000.00
9	SUBMITTALS	75,000.00		75,000.00	75,000.00		-	75,000.00	100.00%	-	7,500.00
	SUBCONTRACTORS										
10	SHEETMETAL	1,296,689.00		1,296,689.00	1,296,689.00		-	1,296,689.00	100.00%	-	129,668.90
11	CONTROLS	108,711.00		108,711.00	105,451.23	2,500.00	-	107,951.23	99.30%	759.77	10,795.12
12	INSULATION	493,950.00		493,950.00	490,874.00	2,500.00	-	493,374.00	99.88%	576.00	49,337.40
13	INCOMM SYSTEM	165,000.00		165,000.00	162,250.00	2,750.00	-	165,000.00	100.00%	-	16,500.00
14	DRAWINGS AND BIM	175,000.00		175,000.00	175,000.00		-	175,000.00	100.00%	-	17,500.00
	PLUMBING UNDERGROUND										
15	MATERIAL	60,000.00		60,000.00	60,000.00		-	60,000.00	100.00%	-	6,000.00
16	LABOR	65,000.00		65,000.00	65,000.00		-	65,000.00	100.00%	-	6,500.00
	SUB LEVEL										
17	MATERIAL	100,000.00		100,000.00	100,000.00		-	100,000.00	100.00%	-	10,000.00
18	LABOR	85,000.00		85,000.00	85,000.00		-	85,000.00	100.00%	-	8,500.00
	FIRST FLOOR										
19	MATERIAL	100,000.00		100,000.00	100,000.00		-	100,000.00	100.00%	-	10,000.00
20	LABOR	175,000.00		175,000.00	175,000.00		-	175,000.00	100.00%	-	17,500.00
	SECOND FLOOR										
21	MATERIAL	100,000.00		100,000.00	100,000.00		-	100,000.00	100.00%	-	10,000.00
22	LABOR	175,000.00		175,000.00	175,000.00		-	175,000.00	100.00%	-	17,500.00
	THIRD FLOOR										
23	MATERIAL	75,000.00		75,000.00	75,000.00		-	75,000.00	100.00%	-	7,500.00
24	LABOR	150,000.00		150,000.00	150,000.00		-	150,000.00	100.00%	-	15,000.00
	FOURTH FLOOR										
25	MATERIAL	50,000.00		50,000.00	50,000.00		-	50,000.00	100.00%	-	5,000.00
26	LABOR	75,000.00		75,000.00	75,000.00		-	75,000.00	100.00%	-	7,500.00
	FIFTH FLOOR										

DEFENDANT LIBRARY ASSOCIATES, LLC'S
TRIAL EXHIBIT #34
Part 2 of 2

CONTINUATION SHEET

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing
Contractor's signed certification is attached.
In definitions below, amounts are stated to the nearest dollar.
Use Column I on Contract where variable retainage for this item may apply.

Page 4 of 4
31
APPLICATION NO:
5/1/2018
APPLICATION DATE:
5/31/2018
PERIOD TO:

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Balfour Beatty Project

BID PACKAGE #	CONTRACTOR	SCHEDULED VALUE	TOTAL CHANGE ORDERS	REVISED CONTRACT	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E+F)	THIS PERIOD (H-E)	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+H)	% (G+I)	BALANCE TO FINISH (C-G)	RETAINAGE
27	MATERIAL	40,000.00		40,000.00	40,000.00		-	40,000.00	100.00%	-	4,000.00
28	LABOR	50,000.00		50,000.00	50,000.00		-	50,000.00	100.00%	-	5,000.00
29	SIXTH FLOOR MATERIAL	40,000.00		40,000.00	40,000.00		-	40,000.00	100.00%	-	4,000.00
30	LABOR	40,000.00		40,000.00	40,000.00		-	40,000.00	100.00%	-	4,000.00
31	SEVENTH FLOOR MATERIAL	40,000.00		40,000.00	40,000.00		-	40,000.00	100.00%	-	4,000.00
32	LABOR	40,000.00		40,000.00	40,000.00		-	40,000.00	100.00%	-	4,000.00
33	EIGHT FLOOR MATERIAL	50,000.00		50,000.00	50,000.00		-	50,000.00	100.00%	-	5,000.00
34	LABOR	75,000.00		75,000.00	75,000.00		-	75,000.00	100.00%	-	7,500.00
35	NINTH FLOOR MATERIAL	5,000.00		5,000.00	5,000.00		-	5,000.00	100.00%	-	500.00
36	LABOR	20,000.00		20,000.00	20,000.00		-	20,000.00	100.00%	-	2,000.00
37	HVAC										
38	BASEMENT MATERIAL	40,000.00		40,000.00	40,000.00		-	40,000.00	100.00%	-	4,000.00
39	BASEMENT LABOR	70,000.00		70,000.00	69,800.00		-	69,800.00	99.71%	200.00	8,980.00
40	FIRST FLOOR MATERIAL	150,000.00		150,000.00	148,750.00		-	148,750.00	99.83%	250.00	14,975.00
41	FIRST FLOOR LABOR	250,000.00		250,000.00	249,750.00		-	249,750.00	99.90%	250.00	24,975.00
42	SECOND FLOOR MATERIAL	40,000.00		40,000.00	39,800.00		-	39,800.00	99.50%	200.00	3,980.00
43	SECOND FLOOR LABOR	100,000.00		100,000.00	99,750.00		-	99,750.00	99.75%	250.00	8,975.00
44	THIRD FLOOR MATERIAL	12,000.00		12,000.00	11,750.00		-	11,750.00	97.92%	250.00	1,175.00
45	THIRD FLOOR LABOR	50,000.00		50,000.00	49,750.00		-	49,750.00	99.50%	250.00	4,975.00
46	FOURTH FLOOR MATERIAL	30,000.00		30,000.00	29,800.00		-	29,800.00	99.33%	200.00	2,980.00
47	FOURTH FLOOR LABOR	150,000.00		150,000.00	149,750.00		-	149,750.00	99.83%	250.00	14,975.00
48	FIFTH FLOOR MATERIAL	12,000.00		12,000.00	11,750.00		-	11,750.00	97.92%	250.00	1,175.00
49	FIFTH FLOOR LABOR	35,000.00		35,000.00	34,800.00		-	34,800.00	99.43%	200.00	3,480.00
50	SIXTH FLOOR MATERIAL	5,000.00		5,000.00	4,750.00		-	4,750.00	95.00%	250.00	475.00
51	SIXTH FLOOR LABOR	20,000.00		20,000.00	19,800.00		-	19,800.00	99.00%	200.00	1,980.00
52	SEVENTH FLOOR MATERIAL	5,000.00		5,000.00	4,800.00		-	4,800.00	96.00%	200.00	480.00
53	SEVENTH FLOOR LABOR	20,000.00		20,000.00	19,750.00		-	19,750.00	98.75%	250.00	1,975.00
54	EIGHTH FLOOR MATERIAL	5,000.00		5,000.00	4,750.00		-	4,750.00	95.00%	250.00	475.00
55	EIGHTH FLOOR LABOR	20,000.00		20,000.00	19,750.00		-	19,750.00	98.75%	250.00	1,975.00
56	NINTH FLOOR MATERIAL	1,000.00		1,000.00	1,000.00		-	1,000.00	100.00%	-	100.00
56	NINTH FLOOR LABOR	5,000.00		5,000.00	4,800.00		-	4,800.00	96.00%	200.00	480.00
	FIXTURE SET OUT										

CONTINUATION SHEET

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated in the nearest dollar.
Use Column 1 on Contract when variable retentions for line items may apply.

APPLICATION NO: 31
APPLICATION DATE: 5/1/2018
PERIOD TO: 5/31/2018

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 (G - G)	RETAINAGE
					FROM PREVIOUS APPLICATION (D+E+F)	THIS PERIOD (H - E)					
57	MATERIAL	10,000.00		10,000.00	9,000.00	1,000.00	-	10,000.00	100.00%	-	1,000.00
58	LABOR	25,000.00		25,000.00	21,000.00	4,000.00	-	25,000.00	100.00%	-	2,500.00
59	MOCK UP										
59	MATERIAL	8,000.00		8,000.00	8,000.00		-	8,000.00	100.00%	-	800.00
60	LABOR	10,000.00		10,000.00	10,000.00		-	10,000.00	100.00%	-	1,000.00
61	FABRICATION										
61	MATERIAL	350,000.00		350,000.00	350,000.00		-	350,000.00	100.00%	-	35,000.00
62	LABOR	400,000.00		400,000.00	400,000.00		-	400,000.00	100.00%	-	40,000.00
	CHANGE ORDERS										
63	CO#1 DEWAT RELOC CRANE PROT	-	2,074.13	2,074.13	2,074.13		-	2,074.13	100.00%	-	207.41
64	PCO 004 MOD 1 UG STORM PIPING	-	59,200.00	59,200.00	59,200.00		-	59,200.00	100.00%	-	5,920.00
65	BBC CO#4 BMCC PCO #24 & # 60	-	13,961.00	13,961.00	13,961.00		-	13,961.00	100.00%	-	1,396.10
66	BMCC PCO 06 MOD 123 PIPING ONLY	-	100,689.97	100,689.97	100,689.97		-	100,689.97	100.00%	-	10,068.00
67	BMCC PCO 020 MOD 4 PIPING ONLY	-	29,929.00	29,929.00	29,929.00		-	29,929.00	100.00%	-	2,992.90
68	BMCC PCO 018 GUESTROOM GRILLS	-	82,222.47	82,222.47	82,222.47		-	82,222.47	100.00%	-	8,222.25
69	BMCC PCO 029 EXT CHWSR SUPPORT	-	16,891.00	16,891.00	14,781.00		-	14,781.00	88.62%	1,900.00	1,479.10
70	BMCC PCO 030 SI 28	-	95,527.00	95,527.00	-		-	-	0.00%	95,527.00	-
71	BMCC PCO 035 O.T. LEVEL 3 EAST	-	2,479.00	2,479.00	2,479.00		-	2,479.00	100.00%	-	247.90
72	BMCC PCO 048 GUESTROOM FIXTURES	-	147,100.00	147,100.00	147,100.00		-	147,100.00	100.00%	-	14,710.00
73	BMCC PCO 069 DUCT CHANGES POCKET DOOR	-	3,216.00	3,216.00	3,216.00		-	3,216.00	100.00%	-	321.60
74	BMCC PCO 072 SI 26 SAR GRILL CHANGE	-	7,947.08	7,947.08	7,947.08		-	7,947.08	100.00%	-	794.71
75	BMCC PCO 077 DAMAGED DUCT INSULATION	-	2,415.00	2,415.00	2,415.00		-	2,415.00	100.00%	-	241.50
76	BMCC PCO 0110 RFI 0991 PLBG REVISIONS	-	633.44	633.44	633.44		-	633.44	100.00%	-	63.34
77	CO # 12 BIM / Level 2 Control Delay	-	8,780.80	8,780.80	8,780.80		-	8,780.80	100.00%	-	878.08
78	CO # 13 MOD 6 Mech Revisions (BIM Excl'd)	-	1,198.27	1,198.27	1,198.27		-	1,198.27	100.00%	-	119.83
79	CO # 14 RFI 682 & 1006 Cond. Pumps	-	2,112.59	2,112.59	2,112.59		-	2,112.59	100.00%	-	211.26
80	CO # 15 Dam Hot Wtr Riser Offsets	-	16,143.56	16,143.56	16,143.56		-	16,143.56	100.00%	-	1,614.36
81	CO # 16 MOD's 2 & 4 Ductwork Revisions	-	34,822.00	34,822.00	34,822.00		-	34,822.00	100.00%	-	3,482.20
82	CO # 17 SI-23 & RFI 338 Less BIM	-	58,322.94	58,322.94	58,322.94		-	58,322.94	100.00%	-	5,832.29
83	CO # 18 MOD 7 Mechanical Revisions	-	25,475.53	25,475.53	25,475.53		-	25,475.53	100.00%	-	2,547.55
84	CO # 19 SI-32	-	59,201.82	59,201.82	59,201.82		-	59,201.82	100.00%	-	5,920.18
85	CO # 20 SI-48	-	6,249.00	6,249.00	6,249.00		-	6,249.00	100.00%	-	624.90
86	CO # 21 RFI 1025 Relocate Fire Damper	-	1,941.88	1,941.88	1,941.88		-	1,941.88	100.00%	-	194.19
87	CO # 22 Reroute Waste Line Mgr's Apt.	-	473.69	473.69	473.69		-	473.69	100.00%	-	47.37
88	CO # 23 - RFI 1160 Floor Drain at Pool Deck	-	2,507.52	2,507.52	2,507.52		-	2,507.52	100.00%	-	250.75
89	CO # 24 - RFI 915	-	8,330.33	8,330.33	8,330.33		-	8,330.33	100.00%	-	833.03

CONTINUATION SHEET

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
 In tabulations below, amounts are stated in the nearest dollar.
 The Column 1 on Contract where variable retainage for line items may apply.

Page 6 of 4
 APPLICATION NO: 31
 APPLICATION DATE: 5/1/2018
 PERIOD TO: 5/31/2018

26

Balfour Beatty Project

BID PACKAGE #	CONTRACTOR	SCHEDULED VALUE	TOTAL CHANGE ORDERS	REVISED CONTRACT	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E+F)	WORK COMPLETED THIS PERIOD (H-E)	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G+C)	BALANCE TO FINISH (C-G)	RETAINAGE
90	CO # 25 - SI-37		(4,353.58)	(4,353.58)	(4,353.58)			(4,353.58)	100.00%	-	(435.36)
91	CO # 26 SI-36		3,109.50	3,109.50	-	3,109.50		3,109.50	100.00%	-	310.95
92	CO # 27 Common Area Fixtures		45,882.22	45,882.22	-	45,882.22		45,882.22	100.00%	-	4,588.22
									#DIV/0!	-	-
	GRAND TOTALS	8,028,350.00	834,283.16	8,862,633.16	8,606,478.47	153,241.92	0.00	8,759,720.39	98.84%	102,912.77	875,972.04

10/1/2018 10:10:10 AM

Request for Payment

Pay Request #

PE23

Work Performed Through:

05/30/18

Subcontractor's Name

Palmetto Automatic Sprinkler Company, Inc.

Subcontractor's Address

1862 Old Dunbar Rd.

West Columbia, SC 29172

Phone Number

803-794-1602

Fax Number

Project Name:

Hotel at Marion Square

Job No.:

13026400

Date:

05/18/18

Owner:

Library Associates, LLC

Description of Work:

Fire Protection

Original Contract Amount

\$464,920.00

Change Order Total

\$3,231.88

Through C/O #.

1

Total Revised Contract

\$468,151.88

Previous Work Performed to Date(SSR)

\$463,086.23

Value of Materials Stored On Site

\$0.00

Value of Materials Stored Off Site

\$0.00

Current Month Gross

\$2,853.15

New Work Performed to Date

\$465,939.38

Less 10 % Retainage

\$46,593.94

Amount Earned to Date

\$419,345.44

Less Previous Net Billings

\$416,777.61

Less Adjustments/Joint Checks

\$0.00

Less Pending Back Charges

\$0.00

Total Amount this Requisition

\$2,567.83

For Balfour Beatty Use Only:

CO #	Vendor #	Job #	Contract No.
50540	1348477	13026400	525443
Date	Invoice #	Description	
05/30/18	13026400 - PE23	13026400 . PE# PE23 . 18.05	
Gross Amount		Retainage Amt	Net Amount
\$2,853.15		\$142.66	\$2,567.83
Trade Account?	Tax Code	Pay Item & Cost Code	Accrue Tax?
NO		400.51550000 40	NO
Halt Codes: 02- OWNER FUNDING Lower Tier Waivers PM APP			

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

Final

Insurance Expiration Date

10/01/18

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

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

12

Owner Payment Rec'd Date:

Payment Terms:

Pay When Paid

Pay Select #

Approvals:

CA 05/18/18

PM / Date

PA / Date

APA / Date

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF TWO PAGES

TO PRIME CONTRACTOR: PROJECT:

Balfour Beatty Construction Hotel at Marion Square
1930 Camden Rd, Charlotte, NC 28203

FROM SUBCONTRACTOR: VIA ARCHITECT:

Palmetto Automatic Sprinkler Co., Inc
PO Box 2927
West Columbia, SC 29171

CONTRACT FOR: FIRE PROTECTION

APPLICATION NO: 23

PERIOD TO: 5/31/18

PROJECT NOS: 13076000

615008

CONTRACT DATE: 3/11/15

Distribution to:

☐	OWNER
☐	ARCHITECT
☐	CONTRACTOR
☐	SUBCONTRACTOR

CONTRACTOR'S APPLICATION FOR PAYMENT

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

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

1. ORIGINAL CONTRACT SUM	\$ 464,930.00
2. Net change by Change Orders	\$ 3,231.88
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$ 468,161.88
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 465,939.38

5. RETAINAGE:	
a. % of Completed Work (Column D + E on G703)	\$ 46,593.94
b. % of Stored Material (Column F on G703)	\$
Total Retainage (Lines 5a + 5b or	

6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$ 46,593.94
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 419,345.44
8. CURRENT PAYMENT DUE	\$ 416,777.61
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$ 2,567.83
	\$ 48,806.44

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

SUBCONTRACTOR: Palmetto Automatic Sprinkler Company, Inc

By: *Joseph L. ...*
State of: South Carolina
Subscribed and sworn to before me this *12/14/18*
Notary Public, *W. ...*
My Commission expires: *12/14/18*

CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED: \$

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

By: _____ Date: _____

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

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 3 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

APPLICATION NO: 22

Contractor's signed certification is attached.

APPLICATION DATE: 5/15/18

In tabulations below, amounts are stated to the nearest dollar.

Hotel at Marion Square

PERIOD TO: 5/31/18

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

13026000

615008

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)	% (G + C)	II BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	Design	\$32,545.00	\$32,545.00			\$32,545.00	100.00%		\$3,254.50
2	Mobilization	\$13,950.00	\$13,950.00			\$13,950.00	100.00%		\$1,395.00
3	Site Work	\$2,500.00	\$2,500.00			\$2,500.00	100.00%		\$250.00
4	Fire Pump	\$55,270.00	\$55,270.00			\$55,270.00	100.00%		\$5,527.00
5	Standpipes	\$33,960.00	\$33,960.00			\$33,960.00	100.00%		\$3,396.00
6	Parking Floor Material	\$21,792.00	\$21,792.00			\$21,792.00	100.00%		\$2,179.20
7	Parking Floor Labor	\$12,807.00	\$12,166.35			\$12,807.00	100.00%		\$1,280.70
8	Parking Floor Test & Trim	\$850.00	\$425.00			\$637.50	75.00%	\$212.50	\$63.75
9	1st Floor Material	\$30,509.00	\$30,509.00			\$30,509.00	100.00%		\$3,050.90
10	1st Floor Labor	\$18,673.00	\$18,673.00			\$18,673.00	100.00%		\$1,867.30
11	1st Floor Test & Trim	\$1,050.00	\$525.00			\$787.50	75.00%	\$262.50	\$78.75
12	2nd Floor Material	\$37,244.00	\$37,244.00			\$37,244.00	100.00%		\$3,724.40
13	2nd Floor Labor	\$23,468.00	\$23,468.00			\$23,468.00	100.00%		\$2,346.80
14	2nd Floor Test & Trim	\$1,200.00	\$600.00			\$900.00	75.00%	\$300.00	\$90.00
15	3rd Floor Material	\$18,809.00	\$18,809.00			\$18,809.00	100.00%		\$1,880.90
16	3rd Floor Labor	\$12,653.00	\$12,653.00			\$12,653.00	100.00%		\$1,265.30
17	3rd Floor Test & Trim	\$1,000.00	\$500.00			\$750.00	75.00%	\$250.00	\$75.00
18	4th Floor Material	\$18,809.00	\$18,809.00			\$18,809.00	100.00%		\$1,880.90
19	4th Floor Labor	\$12,653.00	\$12,653.00			\$12,653.00	100.00%		\$1,265.30
20	4th Floor Test & Trim	\$1,000.00	\$500.00			\$750.00	75.00%	\$250.00	\$75.00
21	5th Floor Material	\$18,918.00	\$18,918.00			\$18,918.00	100.00%		\$1,891.80
22	5th Floor Labor	\$12,726.00	\$12,726.00			\$12,726.00	100.00%		\$1,272.60
23	5th Floor Test & Trim	\$1,000.00	\$500.00			\$750.00	75.00%	\$250.00	\$75.00
24	6th Floor Material	\$13,091.00	\$13,091.00			\$13,091.00	100.00%		\$1,309.10
25	6th Floor Labor	\$8,987.00	\$8,987.00			\$8,987.00	100.00%		\$898.70
26	6th Floor Test & Trim	\$750.00	\$375.00			\$562.50	75.00%	\$187.50	\$56.25
27	7th Floor Material	\$12,764.00	\$12,764.00			\$12,764.00	100.00%		\$1,276.40
28	7th Floor Labor	\$8,768.00	\$8,768.00			\$8,768.00	100.00%		\$876.80

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 2 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

APPLICATION NO: 22
APPLICATION DATE: 5/15/18

In tabulations below, amounts are stated to the nearest dollar.

Hotel at Marion Square

PERIOD TO: 5/31/18
13026000

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

615008

A ITEM NO	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD						
29	7th Floor Test & Trim	\$750.00	\$375.00		\$187.50		\$562.50	75.00%	\$187.50	\$56.25
30	8th Floor Material	\$13,309.00	\$13,309.00				\$13,309.00	100.00%		\$1,330.90
31	8th Floor Labor	\$9,133.00	\$9,133.00				\$9,133.00	100.00%		\$913.30
32	8th Floor Test & Trim	\$750.00	\$375.00		\$187.50		\$562.50	75.00%	\$187.50	\$56.25
33	Roof Terrace Material	\$7,764.00	\$7,764.00				\$7,764.00	100.00%		\$776.40
34	Roof Terrace Labor	\$4,968.00	\$4,968.00				\$4,968.00	100.00%		\$496.80
35	Roof Terrace Test & Trim	\$500.00	\$250.00		\$125.00		\$375.00	75.00%	\$125.00	\$37.50
36	Change Order #1	(\$1,956.12)	(\$1,956.12)				(\$1,956.12)	100.00%		(\$195.61)
37	Change Order #4	\$1,312.00	\$1,312.00				\$1,312.00	100.00%		\$131.20
38	Change Order #5	\$3,876.00	\$3,876.00				\$3,876.00	100.00%		\$387.60
GRAND TOTALS		\$68,151.88	\$463,086.23		\$2,853.15		\$465,939.38	99.53%	\$2,212.50	\$46,593.94

G703-1992

AIA DOCUMENT G703 - CONTINUATION SHEET FOR G702 - 1992 EDITION / AIA © 1992
THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W. WASHINGTON, D.C. 20006-5292

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

KNOW ALL MEN BY THESE PRESENTS:

That Palmetto Automatic Sprinkler Company, Inc (the "Lienor") for and in consideration of the payment of the sum of \$ 2567.83 and other good and valuable consideration paid by Balfour Beatty Construction, LLC (the "Contractor") or Library Associates, LLC ("Owner"), receipt of which is hereby acknowledged, hereby releases, waives and quit claims to Contractor, the Owner, and their respective successors and assigns, all liens, lien rights, claims or demands of any kind whatsoever, which Lienor now has or might have against Contractor and/or Owner and/or the buildings and improvements on the premises legally described as: See Exhibit "A" attached hereto (the "Property") on account of labor and services performed and/or material furnished for the construction of any improvements thereon, except for retention, and open change order requests, claims or disputes identified as follows:

That the undersigned has the right and authority to execute this Conditional Partial Waiver and Release of Lien on behalf of the Lienor. That this is a waiver of all lien rights and other claims which Lienor has against the Property, the Contractor, and the Owner for all labor, material and services performed thereon, including all extras and change orders, that all laborers retained or employed by the Lienor for construction of improvements on the Property, all suppliers and sub-contractors of Lienor who have furnished labor, material and services for the undersigned for the construction of improvements on the Property, and all labor, services and materials used by the undersigned in the construction of said improvements, have been paid in full for work performed or materials supplied, up to and including the 31 day of May, 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 14 day of May, 2018

Signed, sealed and delivered
in the presence of:

Andrea Seigler
Signature
Andrea Seigler
Print Name

Palmetto Automatic Sprinkler Company, Inc
a _____ corporation
Stephen Keene
Signature
Stephen Keene, Controller
Print Name & Title

STATE OF South Carolina

COUNTY OF Lexington

The foregoing instrument was acknowledged before me this 14 day of May, 2018 by Stephen Keene, Controller of PASCO a _____ corporation on, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

My Commission Expires: 12/3/24

Michelle M. [Signature]
NOTARY PUBLIC, STATE OF South Carolina