THE STATE OF SOUTH CAROLINA
In The Court of Appeals

RECEIVED
Aug 12 2026
SC Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas
Mikell R. Scarborough, Master-In-Equity

Appellate Case No. 2024-000788

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 8 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 with Updated Record References ..... Supp. R. C-1**[1]

Annex – Record Matter Underlying the April 12, 2024 Attorneys' Fees and Punitive Damages Orders ..... Supp. R. C-49

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Exhibits Admitted at the April 2, 2024 Hearing (Exhibits 1–5) ..... Supp. R. 331

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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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Balfour Beatty
Construction

TIER RELEASE SCHEDULE

Job Name	(Hotel at Market Square
Job #	13026000

Date Prepared:	5/14/2010

PRIME SUB'S NAME	PALMETTO AUTOMATIC SPRINKLER COMPANY, INC
Attachment for Pay Req #:	23
for Month Ending:	5/31/2010

A	B	C	D	E	F		G	H	I	J		K
Subcontractors/Suppliers List all subs or suppliers who will perform work for this contract. List Address & Phone Number	Indicate if tier is based in county of Project	Notice to Owner Filed?(NTO) (Yes/No)	Date NTO Filed:	Bonded Sub? (Yes/No)	Has tier billed for work to date? select: (Yes/No)		Cumulative dollar amount tier billed for work/materials to date:	Tier's most recent invoice is dated through:	Tier's most recent release is dated through: (or none on release)	Tier's most recent release is PARTIAL or FINAL? Select One		Comments:
SAMPLE TIER *123 Example Dr* *Somewhere, NC 27607* *919-834-1234*	*yes - PIT*	*NO*	*N/A*		YES	NO	$12,123.00	4/27/2010	3/31/2010	PARTIAL	FINAL	thru March 2010
Ferguson Enterprises, PO Box 100286, Atlanta, GA 30384-0286	no	no			YES	NO	6477.77			PARTIAL	FINAL	
Core and Main, 501 W. Church St, Orlando, FL 32805					YES	NO	3500.37			PARTIAL	FINAL	
Shaw Enterprises, Inc PO Box 5174, Hickory, NC 28603					YES	NO	3010.00			PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	

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

Client#: 233116 TPALMEAUT

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/27/2017

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

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

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

CONTACT NAME: Brett Royer
PHONE (A/C, No, Ext): 803 748-0100 FAX (A/C, No): 877 467-7214
E-MAIL ADDRESS:

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

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Amerisure Insurance Company	19488
INSURER B: Scottsdale Insurance Company	41297
INSURER C: Endurance American Specialty In	41718
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			CPP2102583	10/01/2017	10/01/2018	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			CA2102584	10/01/2017	10/01/2018	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB / X OCCUR			XLS0103310	10/01/2017	10/01/2018	EACH OCCURRENCE	$5,000,000
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$5,000,000
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC2102582	10/01/2017	10/01/2018	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A						E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
C	Excess Umbrella Liability			ELD300001692	10/01/2017	10/01/2018	$5,000,000 per Occur Aggr-Over Primary/ Umbrella Limit	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
REFERENCE: Job Number: 615008; Project: Hotel at Marion Square

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Hotel [illegible]arion Square - Subcontractor Pay Application Checklist

Item Description	Submitted	Reviewed
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)		

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Balfour Beatty
Construction

0 6 B

Request for Payment

Pay Request # PE17
Work Performed Through: 05/30/18

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

Phone Number: 704-609-5116
Fax Number:

Project Name: Hotel at Marion Square
Owner: Library Associates, LLC
Job No.: 13026100
Date: 05/18/18

Description of Work: Casework & Millwork Floors 1, 2, & 9

Original Contract Amount	$1,071,713.00
Change Order Total Through C/O #: 0	$164,853.00
Total Revised Contract	$1,236,566.00
Previous Work Performed to Date(SSR)	$863,481.00
Value of Materials Stored On Site	$0.00
Value of Materials Stored Off Site	$15,471.00
Current Month Gross	$116,256.00
New Work Performed to Date	$995,208.00
Less 10 % Retainage	$49,760.40
Amount Earned to Date	$945,447.60
Less Previous Net Billings	$820,306.95
Less Adjustments/Joint Checks	$0.00
Less Pending Back Charges	$0.00
Total Amount this Requisition	$125,140.65

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

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

Insurance Status: Finaled
Insurance Expiration Date: 08/04/18

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

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

For Balfour Beatty Use Only:

	CO #	Vendor #	Job #	Contract No.
	50000	3798186	13026000	640007
Date	Invoice #	Description		
05/30/18	13026100 - PE17	13026100 . PE# PE17 . 180530		
Gross Amount		Retainage Amt	Net Amount	
$116,256.00		$99,520.60	$125,140.65	
Trade Account?	Tax Code	Pay Item & Cost Code		Accrue Tax?
NO				NO

Hold Codes: PM APP Line 19 ?
O/F Line 20 ?

Approvals: PM / Date; CA 04/17/18 PA / Date; APA / Date

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Bank: 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 - Co	APPLICATION NO: 17		Distribution to: [X] OWNER [X] ARCHITECT [X] INSPECTOR
		PERIOD TO:	42674	
FROM CONTRACTOR: Low Country Case and Millwork, 3270 Benchmark Drive, Ladson, SC 29456	VIA ARCHITECT:	PROJECT NOS:	#13026000	

CONTRACTOR CONSTRUCTION

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	$ [illegible]
2. Net change by Change Orders	$ [illegible]
3. CONTRACT SUM TO DATE (Line 1 ± 2)	$ [illegible]
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	$ [illegible]
5. RETAINAGE:	$ [illegible]
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	$ [illegible]
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$ [illegible]
8. CURRENT PAYMENT DUE	$ 225,140.65
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 Less Line 6)	$ [illegible]

The undersigned Contractor Manager certifies that to the best of his/her 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 MANAGER: David Stauffer Date: 5/15/18

CONTRACTOR: By: _____ Date: _____

STATE OF: _____ COUNTY OF: _____ By: _____ Date: _____

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$160,418.00	$0.00
Total approved this Month	$0.00 $4,435.00	$0.00
TOTALS	$164,853.00	$0.00
NET CHANGES by Change Order	$164,853.00	

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 Architect's best knowledge, information and belief the Work has progressed as indicated, the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: $ 225,140.65

(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.

AIA DOCUMENT G702 • APPLICATION AND CERTIFICATION FOR PAYMENT • AIA • ©1992 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, D.C. 20006-5292

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

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CONTINUATION SHEET

Bolthar Beatty Project

BID PACKAGE #	CONTRACTOR	SCHEDULED VALUE	TOTAL CHANGE ORDERS	SECURED CONTRACT	WORK COMPLETED: PREVIOUS APPLICATIONS (D+E)	WORK COMPLETED: THIS PERIOD (E)	MATERIALS PRESENTLY STORED (NOT IN D+E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
1	1st Floor - Millwork	296 567.00	-	296 567.00	259 140.00	13 295.00	-	272 435.00	91.88%	24 132.00	13 621.78
2	1st Floor - Casework	163 776.00		163 776.00	115 661.00	-	-	115 661.00	70.63%	48 095.00	5 784.09
3	2nd Floor - Millwork	255 473.00		255 473.00	226 699.00	5 835.00		232 534.00	91.03%	22 939.00	12 175.70
4	2nd Floor - Casework	42,175.00		42 175.00	26,737.00	10,773.00	-	37 510.00	88.94%	4 665.00	3,075.[illegible]
5	2nd Floor Spa - Millwork	44 442.00		44 442.00	39,957.00	4,395.00	-	44,352.00	99.80%	90.00	3 112.60
6	Concierge - Millwork	16,340.00		16 340.00		8,170.00	-	8 170.00	50.00%	8,170.00	462.53
7	Concierge - Casework	4,654.00		4 654.00			-	-	0.00%	4,654.00	-
8	Managers Apartment - Millwork	36,306.00		36 306.00			-	-	0.00%	36 306.00	-
9	Managers Apartment - Casework	30,133.00		30,133.00			-	-	0.00%	30,133.00	-
10	Rooftop - Millwork	53,959.00		53 959.00		48,118.00	-	48 118.00	89.18%	5 841.00	2 405.51
11	Rooftop - Casework	48,182.00		48 182.00	2 134.00	-	15,477.00	17 611.00	36.55%	30 571.00	[illegible]
12	Elevator Lobbies - Millwork	26,606.00		26,606.00	26 605.00	1.00	-	26,606.00	100.00%	-	[illegible]
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%	-	[illegible]
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	126,888.00		126 888.00	95,827.00	19,211.00	-	115,038.00	91.24%	11,850.00	5,751.00
17	Change Order 3	2 398.00		2,398.00	2 398.00	-	-	2 398.00	100.00%	-	119.90
18	CCO 004 - Boardroom TV	1 253.00		1,253.00		1,253.00	-	1 253.00	100.00%	-	62.65
19	CCO 006 - Stair 04	1,949.00		1,949.00	1,949.00	-	-	1,949.00	100.00%	-	97.[illegible]
20	CCO 008 - Manager's Apartment	4,405.00		4 405.00		4,405.00	-	4 405.00	100.00%	-	220.[illegible]
21	CCO 009a - Registration			-			-	-	#DIV/0!	-	-
22	CCO 009b - Bell Hop			-			-	-	#DIV/0!	-	
23	CCO 009C - Waitress Stand						-	-	#DIV/0!	-	
24				-			-	-	#DIV/0!	-	-
25							-	-	#DIV/0!	-	-
26							-	-	#DIV/0!	-	-
				-			-	-	#DIV/0!		
	GRAND TOTALS	**1,237,819.00**	**0.00**	**1,237,819.00**	**863,480.00**	**116,256.00**	**15,471.00**	~~995,207.00~~ 995,208	**80.40%**	**242,612.00**	**49,760.35**

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

KNOW ALL MEN BY THESE PRESENTS:

That Low Country Case and Millwork (the "Lienor") for and in consideration of the payment of the sum of $ 125,140.65 and other good and valuable consideration paid by Balfour Beatty Construction, LLC (the "Contractor") or Library Associates, LLC ("Owner"), receipt of which is hereby acknowledged, hereby releases, waives and quit claims to Contractor, the Owner, and their respective successors and assigns, all liens, lien rights, claims or demands of any kind whatsoever, which Lienor now has or might have against Contractor and/or Owner and/or the buildings and improvements on the premises legally described as: See Exhibit "A" attached hereto (the "Property") on account of labor and services performed and/or material furnished for the construction of any improvements thereon; except for retention, and open change order requests, claims or disputes identified as follows:

_____

That the undersigned has the right and authority to execute this Conditional Partial Waiver and Release of Lien on behalf of the Lienor. That this is a waiver of all lien rights and other claims which Lienor has against the Property, the Contractor, and the Owner for all labor, material and services performed thereon, including all extras and change orders, that all laborers retained or employed by the Lienor for construction of improvements on the Property, all suppliers and sub-contractors of Lienor who have furnished labor, material and services for the undersigned for the construction of improvements on the Property, and all labor, services and materials used by the undersigned in the construction of said improvements, have been paid in full for work performed or materials supplied, up to and including the 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 15th day of May, 20__.

Signed, sealed and delivered
in the presence of:

Constance A. Polacek
Signature
Constance A. Polacek
Print Name

a _____ 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 15th day of May, 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.

Ary E. Stasiukaitis
NOTARY PUBLIC, STATE OF SC

ARY E. STASIUKAITIS
NOTARY PUBLIC
MY COMMISSION EXPIRES 4-4-2027
SOUTH CAROLINA

My Commission Expires: 4-4-2027

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Material Bill of Sale

TO: Balfour Beatty Construction LLC

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

DATE: 05/15/18

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 ($15,471.00) 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: Rooftop Cabana Materials

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

Sum Total Value: $15,471.00

Witness:

Constance A. Polacek

Subcontractor:

David Stasiukaitis

David Stasiukaitis, CEO
Name & Title

State of South Carolina

County of Charleston

The foregoing instrument was acknowledged before me this 15th day of May 20 18 by David Stasiukaitis as CEO of Low Country Cabs & Millwork

My Commission Expires 2-4-2020

Guy E. Stasiukaitis (Seal)
Notary Public

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STORAGE RECEIPT

Date: 05/15/18

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 $15,471.00 not including the amount of $773.55 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 Rooftop Cabanas 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 Stainbeck
Subcontractor / Vendor

BY _____
Balfour Beatty Construction, LLC

HOTEL AT MARION SQUARE - Common Areas

Stored Material Log - Change Orders

	April			May		
	Added to SM	Removed from SM (Installed)	Total Stored at Month's End	Added to SM	Removed from SM (Installed)	Total Stored at Month's End
Change Order 1						
Mock-Ups (x3)						
Lobby Columns & Pedestals						
Lobby/Bar Columns (x2)						
Change Order 2						
Office Labor						
Foyer - Windows						
Foyer - Base						
Foyer - Wainscot						
Foyer - Facia Paneling						
Foyer - Railing						
Foyer - Newels						
Foyer - Mirror Trim						
Foyer - Blocking						
Rotunda - Base						
Rotunda - Railing						
Rotunda - Blocking						
Elevator Lobbies						
Mark-Up						
AWI Certification						
Bonding						
	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

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YANDLED

EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY) 5/15/2018

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

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

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

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

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

LOAN NUMBER

POLICY NUMBER
WPP108312005

EFFECTIVE DATE 8/4/2017 | EXPIRATION DATE 8/4/2018 | CONTINUED UNTIL TERMINATED IF CHECKED

THIS REPLACES PRIOR EVIDENCE DATED:

PROPERTY INFORMATION

LOCATION/DESCRIPTION
Loc # 1, Bldg # 1, 3270 Benchmark Drive, Ladson, SC 29456, Manufacturing

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
# 1, Bldg # 1		
Property of Others, Special (Including theft), Replacement Cost	$115,418	5,000

REMARKS (Including Special Conditions)

Special Conditions:
HMS Common Floors @ Marion Square stored materials $15,471 5/15/18

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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From: Amy Stasiukaitis
Sent: 15 Feb 2018 21:59:07 +0000
To: Dooley, Alec;Starcevic, Nicholas;Ashe, Candice
Cc: David Stasiukaitis;Debbie Yandle (COL)
Subject: HMS - Common Floors Pay App
Attachments: scanner@lccm.com_20180215_170953.pdf, Copy of Stored Material Log - Common Areas (002).xlsx

Good afternoon. Please see attached pay application for HMS Common Areas for February. I have copied Debbie with IOA to get you a stored materials COI for $158,582 as shown on the attached stored materials log. Let me know if you need anything further. We will follow up with stored materials pictures as the month ends.

Sincerely,

Amy Stasiukaitis
Accounting and Office Manager
Low Country Case and Millwork
Office: 843-797-0881 Fax: 843-797-0883
www.lccm.com

OUR NEW MAILING ADDRESS IS P.O. BOX 347, Ladson, SC 29456-0347

-----Original Message-----
From: scanner@lccm.com [mailto:scanner2@cipsupport.com]
Sent: Thursday, February 15, 2018 5:10 PM
To: Amy Stasiukaitis <Amy@lccm.com>
Subject: Scanned image from MX-M266N

Reply to: scanner@lccm.com <scanner@lccm.com> Device Name: Not Set Device Model: MX-M266N Location: Not Set

File Format: PDF (Medium)
Resolution: 200dpi x 200dpi

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From: Amy Stasiukaitis
Sent: 15 Mar 2018 21:08:14 +0000
To: Ashe, Candice;Dooley, Alec;Starcevic, Nicholas
Cc: Debbie Yandle (COL)
Subject: HMS Common Area Pay App
Attachments: scanner@lccm.com_20180315_154252.pdf, Copy of Stored Material Log - Common Areas (002).xlsx

Good afternoon. Please see attached pay application and stored material log for HMS Common Areas. I have copied Debbie to get you a COI for the stored materials in the amount of $115,418.

Sincerely,

Amy Stasiukaitis
Accounting and Office Manager
Low Country Case and Millwork
OUR NEW MAILING ADDRESS IS P.O. BOX 347, Ladson, SC 29456-0347
Office: 843-797-0881 Fax: 843-797-0883
www.lccm.com

----Original Message----
From: scanner@lccm.com [mailto:scanner2@cipsupport.com]
Sent: Thursday, March 15, 2018 4:43 PM
To: Amy Stasiukaitis <Amy@lccm.com>
Subject: Scanned image from MX-M266N

Reply to: scanner@lccm.com <scanner@lccm.com> Device Name: Not Set Device Model: MX-M266N
Location: Not Set

File Format: PDF (Medium)
Resolution: 200dpi x 200dpi

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From: Debbie Yandle (COL)
Sent: 26 Apr 2018 18:33:50 +0000
To: Dooley, Alec
Cc: Debbie Yandle (COL)
Subject: RE: HMS Common Area Pay App
Attachments: 1718 Balfour Beatty HMS Common Floors @ Marion Square stored materials 115,418 31618 - Additional Interest Pack.pdf

From: Dooley, Alec [mailto:adooley@Balfourbeattyus.com]
Sent: Thursday, April 26, 2018 2:30 PM
To: Debbie Yandle (COL) <Debbie.Yandle@ioausa.com>
Subject: RE: HMS Common Area Pay App

The common areas.

Alec Dooley | Assistant Project Manager
mobile 704.614 4907 | email: adooley@balfourbeattyus.com
Balfour Beatty Construction | 306 Meeting Street, Suite 300, Charleston, SC 29401 | www.balfourbeattyus.com

From: Debbie Yandle (COL) <Debbie.Yandle@ioausa.com>
Sent: Thursday, April 26, 2018 2:29 PM
To: Dooley, Alec <adooley@Balfourbeattyus.com>
Subject: RE: HMS Common Area Pay App

Yes. what do you need please.

From: Dooley, Alec [mailto:adooley@Balfourbeattyus.com]
Sent: Thursday, April 26, 2018 2:21 PM
To: Debbie Yandle (COL) <Debbie.Yandle@ioausa.com>
Cc: Ashe, Candice <CAshe@Balfourbeattyus.com>; Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>
Subject: RE: HMS Common Area Pay App

Hey Debbie,

Flipping thru this, it looks like the same form as the Guestroom Floors?

Alec Dooley | Assistant Project Manager
mobile: 704.614 4907 | email: adooley@balfourbeattyus.com
Balfour Beatty Construction | 306 Meeting Street, Suite 300, Charleston, SC 29401 | www.balfourbeattyus.com

From: Debbie Yandle (COL) <Debbie.Yandle@ioausa.com>
Sent: Thursday, April 26, 2018 2:04 PM
To: Dooley, Alec <adooley@Balfourbeattyus.com>
Cc: Ashe, Candice <CAshe@Balfourbeattyus.com>; Starcevic, Nicholas

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<NStarcevic@Balfourbeattyus.com>
Subject: RE: HMS Common Area Pay App

-----Original Message-----
From: Dooley, Alec [mailto:adooley@Balfourbeattyus.com]
Sent: Thursday, April 26, 2018 1:59 PM
To: Debbie Yandle (COL) <Debbie.Yandle@ioausa.com>
Cc: Ashe, Candice <CAshe@Balfourbeattyus.com>; Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>
Subject: FW: HMS Common Area Pay App

Hi Debbie,

I don't think I ever got this COI? Can you please forward to me?

Thanks,
Alec Dooley | Assistant Project Manager
mobile: 704.614.4907 | email: adooley@balfourbeattyus.com Balfour Beatty Construction | 306 Meeting Street, Suite 300, Charleston, SC 29401 | www.balfourbeattyus.com

-----Original Message-----
From: Amy Stasiukaitis <Amy@lccm.com>
Sent: Thursday, March 15, 2018 5:08 PM
To: Ashe, Candice <CAshe@Balfourbeattyus.com>; Dooley, Alec <adooley@Balfourbeattyus.com>; Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>
Cc: Debbie Yandle (COL) <Debbie.Yandle@ioausa.com>
Subject: HMS Common Area Pay App

Good afternoon. Please see attached pay application and stored material log for HMS Common Areas. I have copied Debbie to get you a COI for the stored materials in the amount of $115,418.

Sincerely,

Amy Stasiukaitis
Accounting and Office Manager
Low Country Case and Millwork
OUR NEW MAILING ADDRESS IS P.O. BOX 347, Ladson, SC 29456-0347
Office: 843-797-0881 Fax: 843-797-0883 www.lccm.com

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

-----Original Message-----
From: scanner@lccm.com [mailto:scanner2@cipsupport.com]
Sent: Thursday, March 15, 2018 4:43 PM
To: Amy Stasiukaitis <Amy@lccm.com>
Subject: Scanned image from MX-M266N

Reply to: scanner@lccm.com <scanner@lccm.com> Device Name: Not Set Device Model: MX-M266N
Location: Not Set

File Format: PDF (Medium)
Resolution: 200dpi x 200dpi

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

From: Amy Stasiukaitis
Sent: 15 May 2018 18:01:18 +0000
To: Ashe, Candice;Starcevic, Nicholas;Dooley, Alec
Cc: Debbie Yandle (COL)
Subject: HMS Common Areas Bill
Attachments: HMS Common Bill 17 - Signed.pdf, Copy of Stored Material Log - Common Areas (002).xlsx

Good afternoon. Please see attached invoice for HMS Common Floors. I've copied Debbie to get you a COI in the amount of $15,471 in Stored Materials. Let me know if you need anything further.

Sincerely,

Amy Stasiukaitis
Accounting and Office Manager
Low Country Case and Millwork
OUR NEW MAILING ADDRESS IS P.O. BOX 347, Ladson, SC 29456-0347
Office: 843-797-0881 Fax: 843-797-0883
www.lccm.com

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Balfour Beatty Construction

06B

Request for Payment

Pay Request # 18
Work Performed Through: 05/30/18

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

Phone Number: 704-609-5116
Fax Number:

Project Name: Hotel at Marion Square
Owner: Library Associates, LLC
Job No.: 13026400
Date: 05/18/18

Description of Work:	Casework & Millwork Floors 3-8
Original Contract Amount	$1,051,032.00
Change Order Total (Through C/O #: 0)	$547,496.90
Total Revised Contract	$1,598,528.90
Previous Work Performed to Date(SSR)	$1,413,434.00
Value of Materials Stored On Site	$0.00
Value of Materials Stored Off Site	$2,421.00
Current Month Gross	$65,202.00
New Work Performed to Date	$1,481,057.00
Less 10 % Retainage	$74,052.85
Amount Earned to Date	$1,407,004.15
Less Previous Net Billings	$1,342,762.30
Less Adjustments/Joint Checks	$0.00
Less Pending Back Charges	$0.00
Total Amount this Requisition	$64,241.85

Subcontract [X] Purchase Order [ ]

Other Contract Type

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

Subguard [ ] Alternate Plan [ ]

Contract Increased 20%?	Y [X]	N [ ]
If yes, bond rider received	Y [ ]	N [ ]
EEO Reports Current	Y [ ]	N [ ]
Certified Payrolls Current	Y [ ]	N [ ]
Insurance Status	Finaled	
Insurance Expiration Date	08/04/18	
Release Attached	Y [ ]	N [ ]
Tier/Supplier Release if Required	Y [ ]	N [ ]
Reducing Retention	Y [ ]	N [ ]
If reducing retainage, reducing	From [ ]	To [X]
Consent of Surety for retention reduction if bonded	Y [ ]	N [ ]
New materials stored off site If yes, attach stored materials checklist	Y [ ]	N [X]
Final Payment If yes, see attached checklist	Y [ ]	N [X]

Owner Billing Number: N/A

Owner Payment Rec'd Date:

Payment Terms: Pay When Paid

Pay Select #

For Balfour Beatty Use Only:

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

Date	Invoice #	Description
05/30/18	13026400 - 18	13026400 . PE# 18 . 180530

Gross Amount	Retainage Amt	Net Amount
$65,202.00	$148,105.70	$64,241.85

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

Hold Codes: PM APP
O/F

Approvals: PM / Date — PA / Date CA 05/18/18 — APA / Date

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Sarnhar... ...eour Beatty

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF TWO PAGES

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

PROJECT: HOTEL AT MARION SQUARE

APPLICATION NO: 18

PERIOD TO: 42674

#13026000

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

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

VIA ARCHITECT

CONTRACTOR CONSTRUCTION

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM
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. 10% of Completed Work
   b. 10% of Stored Material
   (Column D + E on 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)

1. ORIGINAL CONTRACT SUM	$ [illegible]
2. Net change by Change Orders	$ [illegible]
3. CONTRACT SUM TO DATE (Line 1 ± 2)	$ [illegible]
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	$ [illegible]
5. RETAINAGE: a. 10% of Completed Work; b. 10% of Stored Material (Column D + E on G703)	$ 149,2[illegible]
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$ [illegible]
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$ [illegible]
8. CURRENT PAYMENT DUE	$ 64,241.85
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$ 191,521.75

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$519,280.00	$0.00
Total approved this Month	$28,935.00	$719.00
TOTALS	$548,215.00	$719.00
NET CHANGES by Change Order	$547,496.00	

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

CONTRACTOR:
By: David Stankat Date: 5/15/18

STATE OF:
By: _____ Date: _____

COUNTY OF:
By: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect advises the Owner and the Contractor that to the Architect's best 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 CERTIFIED.

AMOUNT CERTIFIED: $ 64,241.85

(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 with the amount certified.)

ARCHITECT:
By: _____ Date: _____

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

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

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CONTINUATION SHEET

ITEM PAY REQUEST #	CONTRACTOR	SCHEDULED VALUE	ADD'L CHANGE ORDERS	REVISED CONTRACT	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
1	Mock Up	5,863.00	-	5,863.00	5,863.00	-	-	5,863.00	100.00%	-	586.30
2	3rd Floor	214,057.00	-	214,057.00	208,259.00	-	-	208,259.00	97.30%	5,798.00	19,107.30
3	2nd Floor	217,623.00	-	217,623.00	205,913.00	-	-	205,913.00	94.63%	11,710.00	19,236.16
4	5th Floor	203,043.00	-	203,043.00	193,041.00	-	-	193,041.00	95.08%	10,002.00	9,650.20
5	6th Floor	125,133.00	-	125,133.00	119,164.00	-	-	119,164.00	95.23%	5,969.00	5,958.20
6	7th Floor	131,907.00	-	131,907.00	124,798.00	-	-	124,798.00	94.62%	7,109.00	6,779.80
7	4th Floor	135,621.00	-	135,621.00	134,222.00	-	-	134,222.00	98.97%	1,399.00	6,680.10
8	Conquise	4,735.00	-	4,735.00	-	-	-	-	0.00%	4,735.00	-
9	Kacauer	6,527.00	-	6,527.00	-	-	-	-	0.00%	6,527.00	-
10	Change Order 1	-	-	-	-	-	-	-	#DIV/0!	-	-
11	Change Order 2	3,850.00	-	3,850.00	3,850.00	-	-	3,850.00	100.00%	-	385.00
12	Change Order 3	1,320.00	-	1,320.00	1,320.00	-	-	1,320.00	100.00%	-	132.00
13	Change Order 4	303,086.00	-	303,086.00	195,851.00	-	-	195,851.00	64.61%	7,235.00	9,532.55
14	Change Order 5	14,759.00	-	14,759.00	7,380.00	7,379.00	-	14,759.00	100.00%	-	738.00
15	Change Order 6	44,749.00	-	44,749.00	29,017.00	13,605.00	-	42,622.00	95.26%	2,127.00	2,128.90
16	Change Order 7	5,375.00	-	5,375.00	5,375.00	-	-	5,375.00	100.00%	-	268.75
17	Change Order 8	16,145.00	-	16,145.00	-	-	-	-	0.00%	16,145.00	-
18	Change Order 9	17,309.37	-	17,309.37	3,240.00	-	-	3,240.00	18.72%	13,069.37	162.00
19	Change Order 10	1,698.00	-	1,698.00	1,698.00	-	-	1,698.00	100.00%	-	84.90
20	Change Order 11	7,710.00	-	7,710.00	6,554.00	-	-	6,554.00	85.00%	1,156.00	327.70
21	Change Order 12	1,397.00	-	1,397.00	1,397.00	-	-	1,397.00	100.00%	-	69.85
22	Change Order 13	71,483.00	-	71,483.00	71,483.00	-	-	71,483.00	100.00%	-	3,574.15
23	Change Order 14	17,488.00	-	17,488.00	-	9,154.00	2,431.00	11,585.00	66.23%	5,903.00	579.25
24	Change Order 15	45,416.00	-	45,416.00	45,416.00	-	-	45,416.00	100.00%	-	2,270.80
25	Change Order 16	3,155.53	-	3,155.53	-	-	-	-	0.00%	3,155.53	-
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	4,142.00	5,626.00	-	9,768.00	100.00%	-	488.40
28	Change Order 19	9,726.00	-	9,726.00	9,726.00	-	-	9,726.00		-	486.30
29	Change Order 20	4,100.00	-	4,100.00	2,460.00	-	-	2,460.00		-	123.00
30	Change Order 21	(719.00)	-	(719.00)	-	(719.00)	-	(719.00)		-	(35.95)
	Change Order 22	28,935.00	-	28,935.00	-	28,935.00	-	-		-	-
31	Change Order TBD	39,725.00	-	39,725.00	39,725.00	-	-	39,725.00	100.00%	-	1,986.25
	GRAND TOTALS	1,598,528.30	0.00	1,598,528.90	1,413,434.00	65,202.00	2,431.00	1,481,057.00	92.65%	117,471.90	72,605.10

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Balfour Beatty
Construction

TIER RELEASE SCHEDULE

Job Name	Hotel at Marion Square
Job #	13026000

Date Prepared:	5/15/2018

PRIME SUB'S NAME	Low Country Case and Millwork
Attachment for Pay Req #:	18
for Month Ending:	3/31/2018

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/material's to date:	Tier's most recent invoice is dated through:	Tier's most recent release is dated through: (as need on releases)	Tier's most recent release is PARTIAL or FINAL? Select One		Comments:
SAMPLE TIER 123 Example Dr Somewhere NC 27607 919-634-1234	yes - FIT	NO	N/A		YES	NO	$12,123.00	3/31/2018	3/31/2018	PARTIAL	FINAL	thru March 2018
Low Country Case and Millwork	Yes - Chas			Yes	YES	NO	$1,481,057.00	[illegible]	3/31/2018	PARTIAL	FINAL	thru May 2018
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	

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

KNOW ALL MEN BY THESE PRESENTS:

That [illegible] (the "Lienor") for and in consideration of the payment of the sum of $ 64,241.85 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 15th day of May, 2018

Signed, sealed and delivered
in the presence of:

Monique C. Wheeler
Signature
Monique C. Wheeler
Print Name

STATE OF South Carolina

COUNTY OF Charleston

Low Country Cases and Millwork
a South Carolina corporation

David Stasiukaitis
Signature
David Stasiukaitis, CEO
Print Name & Title

The foregoing instrument was acknowledged before me this 15th day of May, 2018, by David Stasiukaitis CEO of Low Country Cases & Millwork, a SC corporation on, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

AMY E. STASIUKAITIS NOTARY PUBLIC MY COMMISSION EXPIRES 4/4/2022 SOUTH CAROLINA

Amy E. Stasiukaitis
NOTARY PUBLIC, STATE OF SC

My Commission Expires: 4-4-2022

Material Bill of Sale

TO Balfour Beatty Construction LLC

REGARDING Material Bill of Sale, Conditional Upon Receipt of Payment

DATE 05/15/18

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 ($) $2,421.00 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 $2,421 00

Witness:

Monique C. Wheeler

Monique C. Wheeler

Subcontractor:

David Stasiukaitis

David Stasiukaitis, CEO

Name & Title

State of South Carolina County of Charleston

The foregoing instrument was acknowledged before me this 15th day of May 20 18, by David Stasiukaitis as CEO of Low Country Case & Millwork

My Commission Expires Amy E. Stasiukaitis (Seal)

(Notary Public

STASIUKAITIS NOTARY PUBLIC MY COMMISSION EXPIRES 4/4/2021 SOUTH CAROLINA

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STORAGE RECEIPT

Date 05/15/18

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 $2,421.00, not including the amount of $242.10 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 Spa Casework 9th Floor Plaster, Rooftop Bar in accordance with the agreements between Balfour Beatty Construction, LLC and Low Country Case and Millwork(Subcontractor/Vendor) for the guestroom millwork (scope of work)

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

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

BY _____
Warehouseman (if applicable)

BY: David Stanislat
Subcontractor / Vendor

BY _____
Balfour Beatty Construction, LLC

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HOTEL AT MARION SQUARE - FLOORS 3-8

Stored Material Log

	April			May		
	Added to SM	Removed from SM (Installed)	Total Stored at Month's End	Added to SM	Removed from SM (Installed)	Total Stored at Month's End
MOCK UP						
Millwork			$0			$0
Casework			$0			$0
3RD FLOOR						
GUEST ROOMS						
Base (4,345)			$0			$0
Small Crown (3,818)			$0			$0
Large Crown (3,093)			$0			$0
Door Casing (7,100)			$0			$0
Ceiling Trim (1,515)			$0			$0
CORRIDOR						
Base (955)			$0			$0
Small Crown (745)			$0			$0
Door Casing (1,180)			$0			$0
Portals			$0			$0
CASEWORK						
Corner Cabinets			$0			$0
Vanities			$0			$0
Closets			$0			$0
Linen Shelving			$0			$0
4TH FLOOR						
GUEST ROOMS						
Base (4,345)			$0			$0
Small Crown (3,825)			$0			$0
Large Crown (3,093)			$0			$0
Door Casing (6,938)			$0			$0
Ceiling Trim (1,515)			$0			$0
CORRIDOR						
Base (930)			$0			$0
Small Crown (818)			$0			$0
Door Casing (1,140)			$0			$0
Portals		$0	$0		$0	$0
CASEWORK						
Corner Cabinets			$0			$0
Vanities			$0			$0
Closets			$0			$0
Linen Shelving			$0			$0
5TH FLOOR						
GUEST ROOMS						
Base (4,203)			$0			$0
Small Crown (3,638)			$0			$0
Large Crown (2,946)			$0			$0
Door Casing (6,680)			$0			$0
Ceiling Trim (1,435)			$0			$0

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CORRIDOR						
Base (853)			$0			$0
Small Crown (736)			$0			$0
Door Casing (1,160)			$0			$0
Portals			$0			$0
CASEWORK						
Corner Cabinets			$0			$0
Vanities			$0			$0
Closets			$0			$0
Linen Shelving			$0			$0
6TH FLOOR						
GUEST ROOMS						
Base (2,211)			$0			$0
Small Crown (2,014)			$0			$0
Large Crown (1,512)			$0			$0
Door Casing (3,618)			$0			$0
Ceiling Trim (755)			$0			$0
CORRIDOR						
Base (705)			$0			$0
Small Crown (651)			$0			$0
Door Casing (780)			$0			$0
Portals			$0			$0
CASEWORK						
Corner Cabinets			$0			$0
Vanities			$0			$0
Closets			$0			$0
Linen Shelving			$0			$0
7TH FLOOR						
GUEST ROOMS						
Base (2,613)			$0			$0
Small Crown (2,410)		$0	$0		$0	$0
Large Crown (1,722)			$0			$0
Door Casing (3,826)			$0			$0
Ceiling Trim (915)			$0			$0
CORRIDOR						
Base (691)			$0			$0
Small Crown (631)			$0			$0
Door Casing (760)			$0			$0
Portals			$0			$0
CASEWORK						
Corner Cabinets			$0			$0
Vanities			$0			$0
Closets			$0			$0
Linen Shelving			$0			$0
8TH FLOOR						
GUEST ROOMS						
Base (2,835)			$0			$0
Small Crown (2,595)			$0			$0
Large Crown (1,885)			$0			$0
Door Casing (4,190)			$0			$0
Ceiling Trim (995)			$0			$0

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CORRIDOR						
Base (712)		$2,239	$0			$0
Small Crown (646)		$2,743	$0			$0
Door Casing (800)		$3,454	$0			$0
Portals		$9,708	$0			$0
CASEWORK			$0			$0
Corner Cabinets			$0			$0
Vanities			$0			$0
Closets		$3,422	$0			$0
Linen Shelving			$0			$0
CONCIERGE						
Base & Crown			$0			$0
MANAGER						
Base & Crown			$0			$0
Change Order 4						
Ballrooms MOD 1-8			$0			$0
Camella's MOD 1-8			$0			$0
Guest Tub Mould			$0			$0
Private Dining Mod 1-8			$733			$733
Change Order 6						
Spa Casework	$2,614		$6,535		$6,535	$0
Spa Millwork			$0			$0
Change Order 7						
Camelia's Lounge			$0			$0
Change Order 9						
Private Dining Sl 46			$6,091			$6,091
Change Order 14						
Concierge Casework				$2,421		$2,421
Change Order 18						
9th Floor Plaster	$4,142		$4,142		$4,142	$0
Change Order 20						
Rooftop Bar	$2,460					

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$9,216	$21,566	$17,501

$2,421	$10,677	$9,245

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YANDLE D

ACORD

EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)

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

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

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

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

CODE: | SUB CODE:

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

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

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

LOAN NUMBER

POLICY NUMBER
WPP108312005

EFFECTIVE DATE 8/4/2017 | EXPIRATION DATE 8/4/2018 | CONTINUED UNTIL TERMINATED IF CHECKED

THIS REPLACES PRIOR EVIDENCE DATED:

PROPERTY INFORMATION

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

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

COVERAGE INFORMATION

PERILS INSURED: BASIC | BROAD | SPECIAL

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Loc # 3, Bldg # 1		
Property of Others, Special (Including theft)	$17,501	5,000

REMARKS (Including Special Conditions)

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

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

LOAN #

AUTHORIZED REPRESENTATIVE

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

09B

Balfour Beatty
Construction

Request for Payment

Pay Request # PE07
Work Performed Through 5/30/2018

Subcontractor's Name Flooring Services
Subcontractor's Address 2220 Technical Parkway
North Charleston SC 29406
Phone Number 843-764-4875
Fax Number 843-764-4870

Project Name: Hotel at Marion Square Job No.: Date: 5/18/2018
Owner:

Description of Work: Flooring

Original Contract Amount	$369,730.00	
Change Order Total Through C/O #:____	$49,887.00	
Total Revised Contract	$419,617.00	
Value of Work Performed to Date	$216,885.50	
Value of Materials Stored On Site	$32,469.67	
Value of Materials Stored Off Site		
Current Month (Stored Materials)		
Total	$249,355.17	
Less 10 % Retainage	$24,935.52	
Amount Earned to Date	$224,419.65	
Less Previous Billings/Payments	$175,923.90	
Less Adjustments/Joint Checks		
Less Pending Back Charges		
Total Amount this Requisition	$48,495.75	

Subcontract ☐ Purchase Order ☐

Other Contract Type

Unit Price Bonded ☐ Lump Sum Unbonded ☐

Subpaid ☐ 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	Invalid	
Insurance Expiration Date	4/1/2019	
Release Attached	Y ☐	N ☐
Ties/Supplier Release if Required	Y ☐	N ☐
Reducing Retention	Y ☐	N ☐
If reducing retainage, reducing Consent of Surety for retention reduction if bonded	From Y ☐	To N ☐
New materials stored off site If yes, attach stored materials checklist	Y ☐	N ☐
Final Payment If yes, see attached checklist	Y ☐	N ☐
Owner Billing Number		
Owner Payment Rec'd Date:		
Payment Terms:		
Pay Select #		

For Balfour Beatty Use Only:

	CO #	Vendor #	Job #	Contract No.
		3126216	13026005	
Date	Invoice #	Description		
Gross Amount		Retainage Amt	Net Amount	
$249,355.17		$24,935.52	$48,495.75	
Accrue Tax	Tax Code	Pay Item & Cost Code		
YES NO		301 Stored Mat'ls		

Hold Codes: PM APP OF Lower tier waivers
billing for stored materials onsite (?)

Approvals: PM / Date PA / Date CA 05/18/18 APA / Date

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Request for Payment

2
5/20/2016

Subcontractor's Name: Electric 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: 13025000 — Date: 5/16/2016
Owner: Urban Associates, LLC

Description of Work: **Floor Covering**

Original Contract Amount	$349,770.00
Change Order Total Through CO #	$19,887.00
Total Revised Contract	**$419,657.00**
Value of Work Performed to Date	**$216,885.50**
Value of Materials Stored On Site	**$32,469.67**
Value of Materials Stored Off Site	**$0.00**
Current Month (Stored Materials)	**$0.00**
Total	**$249,355.17**
Less 10% Retainage	**$24,935.52**
Amount Earned to Date	**$224,419.65**
Less Previous Billings/Payments	**$175,923.90**
Less Adjustments/Non Checks	**$0.00**
Less Pending Back Charges	**$0.00**
Total Amount this Requisition	**$48,495.75**

Subcontract ☐ Purchase Order ☐

Other Contract Type

Lump Sum Proposal ☐ Time and Material ☐

Subpoena ☐ Storage Plan ☐

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

Insurance Status
Insurance Expiration Date

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

Owner Billing Number

Owner Payment Rec'd Date:

Payment Terms:

Pay Select #

For Balfour Beatty Use Only:

CO #	Vendor #	Job #	Contract No

Date	Invoice #	Description

Gross Amount	Retainage Amt	Net Amount
[illegible]	[illegible]	[illegible]

Accrue Tax	Tax Code	Pay Item & Cost Code
NO		

Approvals: PM / Date — PA / Date — APA / Date

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702 — PAGE 1 OF 2 PAGES

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

APPLICATION: 7
PERIOD FROM 04/21/2018
PERIOD TO: 05/20/2018

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

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

VIA (CONSTRUCTION MANAGER):

ARCHITECT'S PROJECTS NO 13026000

CONTRACT FOR:
CONTRACTOR'S APPLICATION FOR PAYMENT

CONTRACT DATE 1/25/2016

CHANGE ORDER SUMMARY			
Change Orders approved in previous months by Owner		ADDITIONS 40999.00	DEDUCTIONS
TOTAL		$40,999.00	
Approved this Month			
No	Date Approved		
3	05/08/2018	8,888.00	
TOTALS		8,888.00	$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 Appliction for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:
By: Jackie Blackmon, Vice-President — Date: 5/15/2018

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

1. ORIGINAL CONTRACT SUM		$ 369,770.00
2. Net change by Change Orders		$ 49,887.00
3. CONTRACT SUM TO DATE (Line 1 + 2)		$ 419,657.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 249,355.17
5. RETAINAGE:		
10 % of Completed Work (Column D + E on G703)	$ 21,688.55	
10 % of Stored Material (Column F on G703)	$ 53,246.97	
Total Retainage (Line 5a + 5b or Total in Column I of G703)		$ 24,935.52
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)		$ 224,419.65
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 175,923.90
8. CURRENT PAYMENT DUE		$ 48,495.75
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)		$ 195,237.35

State of: South Carolina County of: Charleston
Subscribed and sworn to before me this 15th day of May 2018
Notary Public:
My commission expires: 7/6/2027

JULIA HIOTT
MY COMMISSION EXPIRES 7/6/2027
NOTARY PUBLIC
SOUTH CAROLINA

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.

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CONTINUATION SHEET

AIA DOCUMENT G703

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

APPLICATION NO:
APPLICATION DATE: 5/15/201
PERIOD TO: 5/20/201
Project #1302600; Hotel at Marion Square

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
1	Cardboard Protection Over Floor	$18,567.00	$3,380.00	$4,23[illegible]		$7,6[illegible]	40.95%	$10,963.00	$76[illegible]
2	Spa, Locker Rm, Treatment, Vestibule Bamboo	$33,822.00	$33,822.00			$33,822.00	100.00%	$0.00	$3,382.20
3	Concierge Lounge/Dining	$13,980.00	$6,990.00			$6,990.00	50.00%	$6,990.00	$699.00
4	1st Floor Bar, Pre-Function, Board Room	$134,868.00	$67,434.00			$67,434.00	50.00%	$67,434.00	$6,743.40
5	Storage, Receiving, Staff Break Rm, Locker Rm-VCT & Base	$15,420.00	$7,350.00	$8,302.50		$15,652.50	101.98%	$2[illegible]67.50	$1,565.25
6	RF-01 Fitness Rm Flr Oak	$6,532.00			$3,080.00	$3,080.00	47.15%	$3,452.00	$308.00
7	Ball Rm Cp-02 Install Only	$11,000.00				$0.00	0.00%	$11,000.00	$0.00
8	Admin Offices Cp-06 Install Only	$1,805.00				$0.00	0.00%	$1,805.00	$0.00
9	Bridal Suite CP-05 Install Only	$340.00				$0.00	0.00%	$340.00	$0.00
10	Restaurant Dining 1st & 2nd Flrs P-01 Install Only	$4,560.00				$0.00	0.00%	$4,560.00	$0.00
11	Guest Rm Corridors	$17,700.00				$0.00	0.00%	$17,700.00	$0.00
12	Unit Guest Rms CP-07 Install Only	$25,200.00	$21,737.00			$21,737.00	86.26%	$3,463.00	$2,173.70
13	Unit Guest Rms/Manager Suite Wood	$74,176.00	$53,408.00		$10,927.25	$64,335.25	86.73%	$9,840.75	$6,433.53
14	Composite Clean	$8,800.00				$0.00	0.00%	$8,800.00	$0.00
15	Change Order #1-Float & Feather L3 Terraces	$1,350.00	$1,350.00			$1,350.00	100.00%	$0.00	$135.00

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

APPLICATION NO:
APPLICATION DATE: [illegible]
PERIOD TO: [illegible]
Project #1302600; Hotel at Marion Square

A	B	C	D	E	F	G		H	I
ITEM NO	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE IF VARIABLE RATE
16	Change Order #2-Added Wd	$39,649.00			$18,462.42	$18,462.42	46.56%	$21,186.58	$1,846.24
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 @ Sm	$550.00		$550.00		$550.00	100.00%	$0.00	$55.00
						$0.00	$0.00	$0.00	
	GRAND TOTALS	$419,657.00	$195,471.00	$21,414.50	$32,469.67	$249,355.17	59.42%	$170,301.83	$24,935.52

Original Contract Amount	$369,770.00
Change Orders	$49,887.00
Adjusted Contract Amount	$419,657.00
Amount complete	$249,355.17
Less 10% retainage	$24,935.52
Total less retainage	$224,419.65
Less previously paid	$175,923.90
Amount Due This Request	$48,495.75
Balance to Finish	$195,237.35

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

KNOW ALL MEN BY THESE PRESENTS:

That Flooring Services (the "Lienor") for and in consideration of the payment of the sum of $ 48,495.75 and other good and valuable consideration paid by Balfour Beatty Construction, LLC (the "Contractor") or Library Associates, LLC ("Owner"), receipt of which is hereby acknowledged, hereby releases, waives and quit claims to Contractor, the Owner, and their respective successors and assigns, all liens, lien rights, claims or demands of any kind whatsoever, which Lienor now has or might have against Contractor and/or Owner and/or the buildings and improvements on the premises legally described as: See Exhibit "A" attached hereto (the "Property") on account of labor and services performed and/or material furnished for the construction of any improvements thereon; except for retention, and open change order requests, claims or disputes identified as follows:
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 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 15th day of May, 20~~16~~18

Signed, sealed and delivered
in the presence of:

Signature
Inge Crawford
Print Name

Flooring Services, Inc.
a South Carolina corporation

Signature
Jackie Blackmon - Vice President
Print Name & Title

STATE OF South Carolina

COUNTY OF Charleston

The foregoing Instrument was acknowledged before me this 15th day of May, 20~~16~~18 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.

JULIA HIOTT
MY COMMISSION EXPIRES 7/6/2027
NOTARY PUBLIC
SOUTH CAROLINA

NOTARY PUBLIC, STATE OF South Carolina
Julia Hiott

My Commission Expires: 07/06/2027

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Material Bill of Sale

TO: Balfour Beatty Construction, LLC

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

DATE: May 15, 2018

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 Thirty-Two Thousand Four Hundred Sixty-Nine &67/100 ($ 32469.67) 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: Wood

Stored Address: On-Site
404 King Street, Charleston, SC 29403

Sum Total Value: 32,469.67

Witness:

Joyce Crawford

Julia Blackmon

Subcontractor:

Flooring Services, Inc.

Name & Title Barry Blackmon, President

State of South Carolina

County of Charleston

The foregoing instrument was acknowledged before me this 15th day of May 2018,

by Barry Blackmon as President

of Flooring Services, Inc.

My Commission Expires: 07/06/2027 (Seal)

Notary Public Julia Hiott

JULIA HIOTT
MY COMMISSION EXPIRES 7/6/2027
NOTARY PUBLIC SOUTH CAROLINA

TIER RELEASE SCHEDULE & OCIP CONFIRMATION LOG

Job Name: [illegible]
Job #: [illegible]

Date Preparing: [illegible]

PRIME SUB'S NAME: [illegible]
Attachment for Pay Req #: [illegible]
for Month Ending: [illegible] MONTH ENDING DATE HERE

A	B	C	D	E	F		G							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 need 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	NO	[illegible]	[illegible]	[illegible]	[illegible]	FINAL	
L. Fishman & Son, Inc 6301 E. Lombard St Baltimore, MD 21224 410-633-0066	YES	NO	N/A	NO	YES	NO	YES	NO	$4,533.96	4/30/2018	4/30/2018	PARTIAL	FINAL	Thru April 2018
SHASS Flooring, LLC 100 Rhonda Dr., Lot 35 Summerville, SC 29483 843-735-3531	NO	NO	N/A	NO	YES	NO	YES	NO	$955.00	9/30/2017	9/30/2017	PARTIAL	FINAL	Thru September 2017
William M. Bird and Company, Inc 4210 Azalea Dr N. Charleston, S.C. 29405 843-554-3040	YES	NO	N/A	NO	YES	NO	YES	NO	$33,881.22	3/20/2018	4/30/2018	PARTIAL	FINAL	Thru April 2018
Knotts Flooring, LLC 107 B Wendy Way Summerville, SC 29485	YES	NO	N/A	NO	YES	NO	YES	NO	$345.00	10/6/2017	4/30/2018	PARTIAL	FINAL	Thru April 2018
Jason Kositz 9329 Blue House Rd., Apt #8303 Ladson, SC 29456	YES	NO	N/A	NO	YES	NO	YES	NO	$1,664.00	10/15/2017	4/30/2018	PARTIAL	FINAL	Thru April 2018
Wilmer O Flores 3242 Camens Way Dr Buford, GA 30519	YES	NO	N/A	NO	YES	NO	YES	NO	$1,974.05	4/16/2018	4/30/2018	PARTIAL	FINAL	Thru April 2018
Macon Hardwood LLC 1900 A Northside Crossing Macon, GA 31210	YES	NO	N/A	NO	YES	NO		NO	[illegible]	[illegible]	4/30/2018	PARTIAL	FINAL	Thru April 2018
Rury Carpet, LLC 538 Royle Rd Ladson, SC 29456	YES	NO	N/A	NO	YES	NO	YES	NO	$2,536.00	4/25/2018	4/30/2018	PARTIAL	FINAL	Thru April 2018
Sports Flooring Inc Spirit Communications P.O. Box 603030 Charlotte, NC 28260-3030	YES	NO	N/A	NO	YES	NO	YES	NO	$2,406.11	4/5/2018	4/30/2018	PARTIAL	FINAL	Thru April 2018
AG Wood Flooring, LLC 125 Pecan Grove Ave. Goose Creek, SC 29445	YES	NO	N/A	NO	YES	NO	YES	NO	$20,875.50	4/20/2018	4/30/2018	PARTIAL	FINAL	Thru April 2018

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Balfour Beatty
Construction

TIER RELEASE SCHEDULE & OCIP CONFIRMATION LOG

Job Name: Hotel at Market Square
Job #: 13079-00

Date Prepared: 10/11/2018

PRIME SUB'S NAME: Flooring Services, Inc
Attachment for Pay Req #:
for Month Ending: April MONTH ENDING DATE HERE

or an [illegible] n [illegible] er's b that [illegible] vale
[illegible] ssibl for $50.

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 or tier for work to date	Tier's most recent invoice is dated through:	Tier's most recent release is dated through: (as need 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	$485 62	3/19/2018	4/30/2018	PARTIAL FINAL	Thru April 2018

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APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF TWO PAGES

TO OWNER:
Library Associates LLC

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

APPLICATION NO 13

PERIOD TO: 5/31/2018

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

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

VIA CONTRACTOR:
Balfour Beatty Construction

PROJECT NOS: 13026000

CONTRACT DATE 6/29/2015

CONTRACT FOR: Painting

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		$ 698,480.00
2. Net change by Change Orders		$ 234,482.92
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 932,962.92
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 907,698.61
5. RETAINAGE:		
a. 10 % of Completed Work (Column D + E on G703)	$ $90,769.86	
b. ____ % of Stored Material (Column F on G703)	$ Included in above	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 90,769.86
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$ 816,928.75
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 750,158.72
8. CURRENT PAYMENT DUE		$ 66,770.03
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		$ 116,034.17

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Change Orders Approved	$234,482.92	
Total Change Orders Pending		
TOTALS	$234,482.92	$0.00
NET CHANGES by Change Order	$234,482.92	

CONTRACTOR: Merit Professional Coatings LLC

By: _____ Date: 5/22/2018

State of: South Carolina County of: Charleston
Subscribed and sworn to before me this 22nd day of May 2018
Notary Public: Erica Kochis
My Commission expires: 08/09/2026

ERICA KOCHIS NOTARY PUBLIC SOUTH CAROLINA

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED ..... $ _____

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

ARCHITECT:

By: _____ Date: _____

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

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

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CONTINUATION SHEET

AIA DOCUMENT G703

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

APPLICATION NO: 13
APPLICATION DATE: 5/15/2018
PERIOD TO: 5/31/2018
ARCHITECT'S PROJECT NO: 13026000

A	B	C	D	E	F	G	H	I	J
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	THIS PERIOD					
	Permits, Fees, Licenses, Insurance	$22,752.00	$22,752.00			$22,752.00	100.00%	$0.00	$2,275.20
	Mock-Ups	$6,500.00	$6,500.00			$6,500.00	100.00%	$0.00	$650.00
	BOH Sealed Floors	$2,000.00	$2,000.00			$2,000.00	100.00%	$0.00	$200.00
	BOH Exp Ceilings Blockfill	$1,200.00	$1,200.00			$1,200.00	100.00%	$0.00	$120.00
	BOH Exp Ceiling 1st Coat	$950.00	$950.00			$950.00	100.00%	$0.00	$95.00
	BOH Exp Ceiling 2nd Coat	$850.00	$850.00			$850.00	100.00%	$0.00	$85.00
	BOH Metal Stairs	$9,200.00		$9,200.00		$9,200.00	100.00%	$0.00	$920.00
	BOH Masonry Walls Blockfill	$3,800.00	$3,800.00			$3,800.00	100.00%	$0.00	$380.00
	BOH Masonry Walls 1st Coat	$3,300.00	$3,300.00			$3,300.00	100.00%	$0.00	$330.00
	BOH Masonry Walls 2nd Coat	$3,300.00	$3,300.00			$3,300.00	100.00%	$0.00	$330.00
	BOH Painting - Prime	$15,800.00	$13,430.00	$1,580.00		$15,010.00	95.00%	$790.00	$1,501.00
	BOH Painting - 1st Coat	$13,200.00	$11,220.00	$1,320.00		$12,540.00	95.00%	$660.00	$1,254.00
	BOH Painting - 2nd Coat	$12,200.00	$10,370.00	$1,220.00		$11,590.00	95.00%	$610.00	$1,159.00
	BOH WC Hang	$10,000.00	$5,000.00	$4,500.00		$9,500.00	95.00%	$500.00	$950.00
	Ext Bollards	$720.00						$720.00	
	Ext Lintels	$700.00						$700.00	
	3rd Floor Prime	$25,600.00	$25,600.00			$25,600.00	100.00%	$0.00	$2,560.00
	3rd Floor 1st Coat	$23,575.00	$23,575.00			$23,575.00	100.00%	$0.00	$2,357.50
	3rd Floor 2nd Coat	$19,575.00	$19,575.00			$19,575.00	100.00%	$0.00	$1,957.50
	3rd Floor WC Hang	$4,340.00	$4,340.00			$4,340.00	100.00%	$0.00	$434.00
	4th Floor Prime	$25,600.00	$25,600.00			$25,600.00	100.00%	$0.00	$2,560.00
	4th Floor 1st Coat	$23,575.00	$23,575.00			$23,575.00	100.00%	$0.00	$2,357.50
	4th Floor 2nd Coat	$19,575.00	$19,575.00			$19,575.00	100.00%	$0.00	$1,957.50
	4th Floor WC Hang	$4,340.00	$4,340.00			$4,340.00	100.00%	$0.00	$434.00
	5th Floor Prime	$25,600.00	$25,600.00			$25,600.00	100.00%	$0.00	$2,560.00
	5th Floor 1st Coat	$23,575.00	$23,575.00			$23,575.00	100.00%	$0.00	$2,357.50
	5th Floor 2nd Coat	$19,575.00	$19,575.00			$19,575.00	100.00%	$0.00	$1,957.50
	5th Floor WC Hang	$4,340.00	$4,340.00			$4,340.00	100.00%	$0.00	$434.00
	6th Floor Prime	$19,500.00	$19,500.00			$19,500.00	100.00%	$0.00	$1,950.00
	6th Floor 1st Coat	$17,352.00	$17,352.00			$17,352.00	100.00%	$0.00	$1,735.20
	6th Floor 2nd Coat	$15,352.00	$15,352.00			$15,352.00	100.00%	$0.00	$1,535.20
	6th Floor WC Hang	$3,250.00	$3,250.00			$3,250.00	100.00%	$0.00	$325.00

7th Floor Prime	$19,500.00	$19,500.00	$19,500.00	100.00%	$0.00	$1,950.00
7th Floor 1st Coat	$17,352.00	$17,352.00	$17,352.00	100.00%	$0.00	$1,735.20
7th Floor 2nd Coat	$15,352.00	$15,352.00	$15,325.00	100.00%	$0.00	$1,532.50
7th Floor WC Hang	$3,256.00	$3,256.00	$3,256.00	100.00%	$0.00	$325.60
8th Floor Prime	$19,500.00	$19,500.00	$19,500.00	100.00%	$0.00	$1,950.00
8th Floor 1st Coat	$17,352.00	$17,352.00	$17,352.00	100.00%	$0.00	$1,735.20
8th Floor 2nd Coat	$15,352.00	$15,352.00	$15,352.00	100.00%	$0.00	$1,535.20
8th Floor WC Hang	$3,200.00	$3,200.00	$3,200.00	100.00%	$0.00	$320.00
Corridors 3rd Floor Prime	$4,000.00	$4,000.00	$4,000.00	100.00%	$0.00	$400.00
Corridors 3rd Floor 1st Coat	$3,000.00	$3,000.00	$3,000.00	100.00%	$0.00	$300.00
Corridors 3rd Floor 2nd Coat	$2,500.00	$2,500.00	$2,500.00	100.00%	$0.00	$250.00
Corridors 3rd Floor WC Hang	$5,600.00	$5,600.00	$5,600.00	100.00%	$0.00	$560.00
Corridors 4th Floor Prime	$4,000.00	$4,000.00	$4,000.00	100.00%	$0.00	$400.00
Corridors 4th Floor 1st Coat	$3,000.00	$3,000.00	$3,000.00	100.00%	$0.00	$300.00
Corridors 4th Floor 2nd Coat	$2,500.00	$2,500.00	$2,500.00	100.00%	$0.00	$250.00
Corridors 4th Floor WC Hang	$5,600.00	$5,600.00	$5,600.00	100.00%	$0.00	$560.00
Corridors 5th Floor Prime	$4,000.00	$4,000.00	$4,000.00	100.00%	$0.00	$400.00
Corridors 5th Floor 1st Coat	$3,000.00	$3,000.00	$3,000.00	100.00%	$0.00	$300.00
Corridors 5th Floor 2nd Coat	$2,500.00	$2,500.00	$2,500.00	100.00%	$0.00	$250.00
Corridors 5th Floor WC Hang	$5,600.00	$5,600.00	$5,600.00	100.00%	$0.00	$560.00
Corridors 6th Floor Prime	$3,000.00	$3,000.00	$3,000.00	100.00%	$0.00	$300.00
Corridors 6th Floor 1st Coat	$2,255.00	$2,255.00	$2,255.00	100.00%	$0.00	$225.50
Corridors 6th Floor 2nd Coat	$2,000.00	$2,000.00	$2,000.00	100.00%	$0.00	$200.00
Corridors 6th Floor WC Hang	$4,000.00	$4,000.00	$4,000.00	100.00%	$0.00	$400.00
Corridors 7th Floor Prime	$3,000.00	$3,000.00	$3,000.00	100.00%	$0.00	$300.00
Corridors 7th Floor 1st Coat	$2,255.00	$2,255.00	$2,255.00	100.00%	$0.00	$225.50
Corridors 7th Floor 2nd Coat	$2,000.00	$2,000.00	$2,000.00	100.00%	$0.00	$200.00
Corridors 7th Floor WC Hang	$4,000.00	$4,000.00	$4,000.00	100.00%	$0.00	$400.00
Corridors 8th Floor Prime	$3,000.00	$3,000.00	$3,000.00	100.00%	$0.00	$300.00
Corridors 8th Floor 1st Coat	$2,255.00	$2,255.00	$2,255.00	100.00%	$0.00	$225.50
Corridors 8th Floor 2nd Coat	$2,000.00	$2,000.00	$2,000.00	100.00%	$0.00	$200.00
Corridors 8th Floor WC Hang	$4,000.00	$4,000.00	$4,000.00	100.00%	$0.00	$400.00
Ballroom Prime	$8,000.00	$8,000.00	$8,000.00	100.00%	$0.00	$800.00
Ballroom 1st Coat	$7,500.00	$7,500.00	$7,500.00	100.00%	$0.00	$750.00
Ballroom 2nd Coat	$6,400.00	$6,400.00	$6,400.00	100.00%	$0.00	$640.00
Ballroom WC Hang	$6,200.00	$6,200.00	$6,200.00	100.00%	$0.00	$620.00
Camillias Prime	$1,500.00	$1,500.00	$1,500.00	100.00%	$0.00	$150.00

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	Camillias 1st Coat	$1,200.00	$1,176.00			$1,176.00	98.00%	$24.00	$117.60
	Camillias 2nd Coat	$1,000.00	$980.00			$980.00	98.00%	$20.00	$98.00
	Camillias WC Hang	$400.00						$400.00	
	Lobby Prime	$6,000.00	$6,000.00			$6,000.00	100.00%	$0.00	$600.00
	Lobby 1st Coat	$5,500.00	$4,950.00			$4,950.00	90.00%	$550.00	$495.00
	Lobby 2nd Coat	$4,500.00	$4,050.00			$4,050.00	90.00%	$450.00	$405.00
	Lobby WC Hang	$4,000.00	$2,000.00	$1,600.00		$3,600.00	90.00%	$400.00	$360.00
	Parking Deck Prime	$14,400.00	$14,400.00			$14,400.00	100.00%	$0.00	$1,440.00
	Parking Deck Top Coat	$12,800.00	$12,800.00			$12,800.00	100.00%	$0.00	$1,280.00
	Spa Prime	$4,000.00	$4,000.00			$4,000.00	100.00%	$0.00	$400.00
	Spa 1st Coat	$3,500.00	$3,150.00	$175.00		$3,325.00	95.00%	$175.00	$332.50
	Spa 2nd Coat	$3,000.00	$2,700.00	$150.00		$2,850.00	95.00%	$150.00	$285.00
	Spa WC Hang	$6,300.00	$5,670.00	$315.00		$5,985.00	95.00%	$315.00	$598.50
	Patisserie Prime	$3,500.00	$3,500.00			$3,500.00	100.00%	$0.00	$350.00
	Patisserie 1st Coat	$2,900.00	$2,610.00	$290.00		$2,900.00	100.00%	$0.00	$290.00
	Patisserie 2nd Coat	$2,500.00	$2,250.00	$250.00		$2,500.00	100.00%	$0.00	$250.00
	Patisserie WC Hang	$6,300.00		$5,985.00		$5,985.00	95.00%	$315.00	$598.50
	Restaurant Prime	$2,500.00	$2,500.00			$2,500.00	100.00%	$0.00	$250.00
	Restaurant 1st Coat	$2,000.00	$1,500.00	$500.00		$2,000.00	100.00%	$0.00	$200.00
	Restaurant 2nd Coat	$1,600.00	$1,200.00	$400.00		$1,600.00	100.00%	$0.00	$160.00
	Resaurant WC Hang	$1,005.00	$904.50	$50.25		$954.75	95.00%	$50.25	$95.48
	Rooftop Prime	$3,500.00	$3,150.00	$350.00		$3,500.00	100.00%	$0.00	$350.00
	Rooftop 1st Coat	$2,850.00	$2,565.00	$285.00		$2,850.00	100.00%	$0.00	$285.00
	Rooftop 2nd Coat	$2,500.00		$2,500.00		$2,500.00	100.00%	$0.00	$250.00
CO1	Bond	$10,485.00	$10,485.00			$10,485.00	100.00%	$0.00	$1,048.50
CO1	306 Meeting Street Office	$1,435.00	$1,435.00			$1,435.00	100.00%	$0.00	$143.50
CO2	Fence Painting	$580.00	$580.00			$580.00	100.00%	$0.00	$58.00
CO4	Pedestals	$36,000.00	$32,400.00			$32,400.00	90.00%	$3,600.00	$3,240.00
CO4	SF-14 Mock Ups	$1,800.00	$1,800.00			$1,800.00	100.00%	$0.00	$180.00
CO4	2nd Pedestal Mock Ups	$1,800.00	$1,800.00		$0.00	$1,800.00	100.00%	$0.00	$180.00
CO5	Mod 5 Paint Revisions	$1,691.00	$1,521.90	$169.10	$0.00	$1,691.00	100.00%	$0.00	$169.10
CO6	LL Sheet Pile Change	$7,771.00	$7,771.00		$0.00	$7,771.00	100.00%	$0.00	$777.10
CO7	SI38 Paint	$350.00	$315.00	$35.00	$0.00	$350.00	100.00%	$0.00	$35.00
CO8	Pergola Mock Up Redo	$1,067.28	$1,067.28		$0.00	$1,067.28	100.00%	$0.00	$106.73
CO9	SI 40 Painting Revisions	$5,972.00	$0.00	$5,972.00	$0.00	$5,972.00	100.00%	$0.00	$597.20
CO10	Paint Drywall Tub Well in Guest Bathrooms	$4,114.83	$3,703.35	$411.48	$0.00	$4,114.83	100.00%	$0.00	$411.48
CO11	Mod 6 Painting Revisions	$7,738.00	$6,964.20		$0.00	$6,964.20	90.00%	$773.80	$696.42
CO12	SF-01 to Paint	$36,339.53	$32,705.58	$3,633.95	$0.00	$36,339.53	100.00%	$0.00	$3,633.95
CO12	MOD 1 SF-01 to Paint	$6,663.80	$5,997.42	$666.38	$0.00	$6,663.80	100.00%	$0.00	$666.38
CO13	Mod 7 Revisions	$8,945.92	$8,051.33		$0.00	$8,051.33	90.00%	$0.00	$805.13
CO14	SI Changes 39 Stair 04 Millwork	$13,166.67			$0.00	$0.00	0.00%	$13,166.67	$0.00
CO15	Mod 8 Changes	$1,385.70	$1,247.13	$138.57	$0.00	$1,385.70	100.00%	$0.00	$138.57
CO16	Guestroom Window Casings	$22,602.00	$20,341.80	$2,260.20		$22,602.00	100.00%	$0.00	$2,260.20
CO 17	Guestroom HFCU Painting	$10,078.00	$9,070.20	$1,007.80		$10,078.00	100.00%	$0.00	$1,007.80
CO 17	Repaint Guest Bath Ceiling	$9,165.00	$9,165.00			$9,165.00	100.00%	$0.00	$916.50

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CO 17	Paint Applique at Foyer	$10,126.00	$10,126.00			$10,126.00	100.00%	$0.00	$1,012.60
CO 17	SF 05 Two Tone Camelias	$3,582.00	$3,582.00			$3,582.00	100.00%	$0.00	$358.20
CO 17	Recaulk/Repaint Guest Trim 3rd Floor	$2,400.00	$2,400.00			$2,400.00	100.00%	$0.00	$240.00
CO 18	Repaint Torn Down Mock Up Trim	$560.09		$560.09	$0.00	$560.09	100.00%	$0.00	$56.01
CO 18	Repair 3rd Floor Portals	$1,407.60		$1,407.60	$0.00	$1,407.60	100.00%	$0.00	$140.76
CO 18	Recaulk & Repaint 1st Floor	$7,612.43		$7,612.43		$7,612.43	100.00%	$0.00	$761.24
CO 18	Recaulk Grand Stair & Ballroom Trim	$3,670.79		$3,670.79		$3,670.79	100.00%	$0.00	$367.08
CO 18	Prep & Repaint 4th Floor After Trim Removal	$828.00		$828.00		$828.00	100.00%	$0.00	$82.80
CO 18	Recaulk Upper Dining & Prefunction	$9,688.09		$9,688.09		$9,688.09	100.00%	$0.00	$968.81
CO 18	Patina Ext Pipe Supports Mock Up	$383.31		$383.31		$383.31	100.00%	$0.00	$38.33
CO 18	Recaulk & Repaint Upper Dining	$5,073.88		$5,073.88		$5,073.88	100.00%	$0.00	$507.39
	GRAND TOTALS	**$932,962.92**	**$833,509.69**	**$74,188.92**	**$0.00**	**$907,698.61**	**97%**	**$25,264.31**	**$90,769.86**

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

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Balfour Beatty
Construction

Exhibit F1

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

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

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

which is located at **King Street**
(Street Address)

in the City of **Charleston**, and County of **Charleston**,

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

Upon receipt by Subcontractor of a check in the sum of $ $66,770.03,
(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 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

Updated as of 6/30/2013

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 22 day of May, 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 22 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: _____
Notary Public

My Commission expires: 08/09/2026

ERICA KOCHIS NOTARY PUBLIC SOUTH CAROLINA

(Notary Seal)

Updated as of 6/30/2013

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

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

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 $ 66,770.03 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 28th day of February, 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 22 day of May, 20 18.

Signed, sealed and delivered
in the presence of:

Signature

Erica Kochis
Print Name

Quantum Coatings
a _____ corporation

Signature
Scott McCormack, Managing Member
Print Name & Title

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

The foregoing instrument was acknowledged before me this 22 day of May, 20 18, by Scott McCormack, Managing member 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

ERICA KOCHIS NOTARY PUBLIC SOUTH CAROLINA

My Commission Expires: 08/09/2026

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

Balfour Beatty
Construction

Exhibit F2

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

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

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

Subcontractor has been paid and received payment of $ 63,887.61
(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 April 1st, 20 18 (the
(Insert date through which release is given)
"Release Period"); and, (2) waives, releases and relinquishes any and all claims for payment for Work performed, rendered, supplied or furnished by the Subcontractor for or with respect to the Project through the Release Period including any claims for extended or additional job costs and overhead, lost profits, impact costs and the like, as well as claims and demands arising from any contended delays, disruptions or changes to the Work, except with regard to retainage amounts and compensation for extra work but only to the extent such extra work is specifically identified below:

_____

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

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

Updated as of 6/28/2013

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 15th day of May, 2018.

Sherwin Williams Company
(Company Name)

By: [signature]

Its: FSK

STATE OF Georgia

COUNTY OF DeKalb

The foregoing instrument was signed, sealed and acknowledged before me this 15th day of May 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: 1/2/22

(Notary Seal)

FULTON COUNTY, GEORGIA
TERESITA CHERRY
NOTARY PUBLIC
MY COMMISSION EXPIRES JANUARY 02, 2022

Updated as of 6/29/2013

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

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

Balfour Beatty
Construction

Exhibit F2

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

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

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

Subcontractor has been paid and received payment of $ 228,134.47,
(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 May 6, 20 18 (the
(Insert date through which release is given)
"Release Period"); and, (2) waives, releases and relinquishes any and all claims for payment for Work performed, rendered, supplied or furnished by the Subcontractor for or with respect to the Project through the Release Period including any claims for extended or additional job costs and overhead, lost profits, impact costs and the like, as well as claims and demands arising from any contended delays, disruptions or changes to the Work, except with regard to retainage amounts and compensation for extra work but only to the extent such extra work is specifically identified below:

_____

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

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

Updated as of 6/29/2013

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 15th day of May, 2018.

Painting Martinez LLC
(Company Name)

By: Erika Imaeyno

Its: Office Manager

STATE OF South Carolina

COUNTY OF Charleston

The foregoing instrument was signed, sealed and acknowledged before me this 15th 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: Erika Kochis
Notary Public

My Commission expires: 08/09/2026

ERICA KOCHIS NOTARY PUBLIC SOUTH CAROLINA

(Notary Seal)

Updated as of 6/29/2013

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

Balfour Beatty
Construction

TIER RELEASE SCHEDULE & OCIP CONFIRMATION LOG

Job Name	Marion Square Hotel
Job #	13026400
Date Prepared:	5/15/2018
PRIME SUBS NAME	Quantum Coatings LLC
Attachment for Pay Req #:	10
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 licensed in county of Project	Notice to Owner Filed?(NTO) (Yes/No)	Date NTO Filed:	Bonded Bdg? (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 of/on	Tier's most recent release is PARTIAL or FINAL? Select One	Comments:
SAMPLE TIER 123 Example Dr. Cornerstone, NC 27607 919-834-1234	yes - PIT	NO	N/A		YES	NO	YES	NO	$12,123.00	4/27/2018	3/31/2018	PARTIAL FINAL	thru March 2018
Sherwin Williams 3600 Century Parkway NE Suite 980 Atlanta, GA 30345	Yes, we receive paint from local Sherwin Williams, but do our billing out of Sub Atlanta, GA office.	NO	N/A	No		X		X	$83,687.61	5/14/2018	4/1/2018	X	
Cesar Alejandro Rodriguez Garcia 1700 Grass Circle Lots 43 Charleston, SC 29406	Yes	NO	N/A	No		X	X		$13,575.00	10/7/2017	10/7/2017	X	
Verde Fine Finishes PO Box 1714 Mt Pleasant, SC 29465	Yes	No	N/A	No		X	X		$10,440.00	3/3/2018	3/3/2018	X	
Glenda Perez Ramirez 2014 Aldon Ave #12 Charleston, SC 29406	Yes	No	N/A	No		X	X		$5,460.00	10/17/2017	10/17/2017	X	
Martinez Painting 8445 Resort Circle Gainesville, GA 30506	Yes	No	N/A	No		X	X		$228,134.47	5/9/2018	5/8/2018	X	
M&B Painting	Yes	No	N/A	No		X	X		$9,723.00	11/10/2017	11/10/2017	X	
					YES	NO	YES	NO				PARTIAL FINAL	
					YES	NO	YES	NO				PARTIAL FINAL	
					YES	NO	YES	NO				PARTIAL FINAL	
					YES	NO	YES	NO				PARTIAL FINAL	

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Balfour Beatty
Construction

uest for Payment

Pay Request # 18
Work Performed Through: 05/31/18

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
Owner: Library Associates, LLC
Job No.: 13026000
Date: 05/31/18

Description of Work:	Tile
Original Contract Amount	$3,348,828.00
Change Order Total (Through C/O #: 3)	$91,638.00
Total Revised Contract	$3,440,466.00
Previous Work Performed to Date(SSR)	$3,344,955.20
Value of Materials Stored On Site	$0.00
Value of Materials Stored Off Site	$0.00
Current Month Gross	$27,999.35
New Work Performed to Date	$3,372,954.55
Less 5.0 % Retainage	168,647.73
Amount Earned to Date	$3,204,306.82
Less Previous Net Billings	$3,177,707.44
Less Adjustments/Joint Checks	$0.00
Less Pending Back Charges	$0.00
Total Amount this Requisition	$26,599.38

Subcontract [X] Purchase Order [ ]

Other Contract Type

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

Subguard [ ] Alternate Plan [ ]

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

Owner Billing Number: 14

Owner Payment Rec'd Date:

Payment Terms: Pay When Paid

Pay Select #

For Balfour Beatty Use Only:

CO #	Vendor #	Job #	Contract No.
42040	111420	13026000	24

Date	Invoice #	Description
05/31/18	13026000 - 18	13026000 . PE# 18 . 18.05

Gross Amount	Retainage Amt	Net Amount
$27,999.35	$1,399.97	$26,599.38

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

Halt Codes:

rals:

PM / Date PA / Date APA / Date

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Balfour Beatty
onstruction

Exhibit F1

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

The undersigned, David Allen Company, Inc. (Subcontractor/Vendor) (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 $ 26,599.38 (Amount to be paid to Subcontractor/Vendor) the sufficiency of which is hereby acknowledged and confessed, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective pursuant to which the Subcontractor hereby: (1) waives, releases and relinquishes any and all liens and claims of lien, actual or potential, and all bonds and bond rights, for the Work performed, rendered, supplied or furnished by Subcontractor for or with respect to the Proj 5/31/2018 (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, or contractual right or claim for payment with respect to any Work performed, rendered, supplied or furnished by Subcontractor prior to the Release Date; d, (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 30th day of May 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 30th day of May 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

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

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

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

KNOW ALL MEN BY THESE PRESENTS:

That David Allen Company, Inc. (the "Lienor") for and in consideration of the payment of the sum of $ 26,599.38 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 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 30th day of May, 2018.

Signed, sealed and delivered
in the presence of:

Signature
Carol E. Reece
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 30th day of May, 2018, by Joseph B. Martin, VP of David Allen Company, Inc., a North Carolina corporation on, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

NOTARY PUBLIC, STATE OF North Carolina

My Commission Expires: 03/28/2022

Applic n 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

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

Contractor Job Number: SC510401/17

Via (Architect):

Contract For:

Application No: 18
Date: 5/15/2018
Period To: 5/30/2018
Architect's Project No:
Contract Date:

Contractor's Application For Payment

Change Order Summary	Additions	Deductions
Change orders approved in previous months by owner	131,099.00	-39,461.00
Number / Date Approved		
Change orders approved this month		
Totals		
Net change by change orders	91,638.00	

Original contract sum	3,348,828.00
Net change by change orders	91,638.00
Contract sum to date	3,440,466.00
Total completed and stored to date	3,372,954.55
Retainage	
5.0% of completed work	168,647.73
5.0% of stored material	0.00
Total retainage	168,647.73
Total earned less retainage	3,204,306.82
Less previous certificates of payment	3,177,707.44
Current sales tax	
0.000% of taxable amount	0.00
Current sales tax	0.00
Current payment due	**26,599.38**
Balance to finish, including retainage	269,189.18

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: 5/30/2018

State of: North Carolina County of: Wake
Subscribed and sworn to before me this 30TH day of May 2018.

Notary public: _____

My commission expires 3-28-22.

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

Architect's Certificate for Payment

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

Amount Certified: $ _____

Architect:

By: _____ Date: _____

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

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

Applic n and Certificate For Payment -- page 2

To Owner: BALFOUR BEATTY CONSTRUCTION

Application No: 18 Date: 5/15/2018

From (Contractor): David Allen Company, Inc.

Contractor's Job Number: SC510401/17

Project: Hotel at Marion Square

Architect's Project No:

Period To: 5/30/2018

Item Number	Description	Scheduled Value	Work Completed: Previous Application	Work Completed: This Period	Materials Presently Stored	Completed and Stored to Date	%	Balance to Finish	Retention	Memo
01001	Submittals	16,744.00	16,744.00	0.00	0.00	16,744.00	100.00	0.00	837.20	
01002	Mobilization	16,744.00	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	7,992.50	7,193.25	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	6,128.00	5,515.20	0.00	11,643.20	95.00	612.80	582.16	
01009	Camelia Bar Feb/Install	3,856.00	0.00	3,663.20	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	403.75	
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	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	1,178.45	
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	0.00	0.00	0.00	0.00	3,611.00	0.00	

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Applic n and Certificate For Payment -- page 5

To Owner: BALFOUR BEATTY CONSTRUCTION

Application No: 18 Date: 5/15/2018

From (Contractor): David Allen Company, Inc.

Contractor's Job Number: SC510401/17

Project: Hotel at Marion Square

Architect's Project No:

Period To: 5/30/2018

Item Number	Description	Scheduled Value	Work Completed: Previous Application	Work Completed: This Period	Materials Presently Stored	Completed and Stored to Date	%	Balance to Finish	Retention	Memo
01075	5th Flr Guest Room Floors - M	132,051.00	132,051.00	0.00	0.00	132,051.00	100.00	0.00	6,602.55	
01076	5th Flr Guest Room Floors - L	85,144.00	80,886.80	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	56,750.00	0.00	0.00	56,750.00	100.00	0.00	2,837.50	

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To Owner: BALFOUR BEATTY CONSTRUCTION

Application No: 18 Date: 5/15/2018

From (Contractor): David Allen Company, Inc.

Contractor's Job Number: SC510401/17

Project: Hotel at Marion Square

Architect's Project No:

Period To: 5/30/2018

Item Number	Description	Scheduled Value	Work Completed: Previous Application	Work Completed: This Period	Materials Presently Stored	Completed and Stored to Date	%	Balance to Finish	Retention	Memo
01025	Elevator Cabs - Materials	5,601.00	0.00	0.00	0.00	0.00	0.00	5,601.00	0.00	
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 Flor Spa Showers - Matl	1,792.00	1,792.00	0.00	0.00	1,792.00	100.00	0.00	89.60	
01042	2nd Floor Spa Showers - Labor	1,156.00	1,098.20	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 Flr Elev Lobbies/Pantry -M	10,440.00	10,440.00	0.00	0.00	10,440.00	100.00	0.00	522.00	
01048	2nd Flr Elev Lobbies/Pantry -L	6,732.00	1,683.00	0.00	0.00	1,683.00	25.00	5,049.00	84.15	
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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To Owner: BALFOUR BEATTY CONSTRUCTION

Application No: 18 Date: 5/15/2018

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

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

Period To: 5/30/2018

Item Number	Description	Scheduled Value	Work Completed: Previous Application	Work Completed: This Period	Materials Presently Stored	Completed and Stored to Date	%	Balance to Finish	Retention	Memo
01050	Prefunction Vestibule - Labor	1,445.00	722.50	0.00	0.00	722.50	50.00	722.50	36.13	
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	6,501.00	1,733.60	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	13,443.00	100.00	0.00	672.15	
01056	Stair 2 - Labor	8,668.00	6,501.00	1,733.60	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 - Matls	76,175.00	76,175.00	0.00	0.00	76,175.00	100.00	0.00	3,808.75	
01060	3rd Flr Terrace Tile - Labor	49,116.00	46,660.20	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	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 - Matls	3,831.00	3,831.00	0.00	0.00	3,831.00	100.00	0.00	191.55	
01068	4th Flr Elevator Lobby - Labor	2,470.00	2,346.50	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	89,652.00	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	117.33	

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Applic n and Certificate For Payment -- page 6

To Owner: BALFOUR BEATTY CONSTRUCTION

Application No: 18 Date: 5/15/2018

From (Contractor): David Allen Company, Inc.

Contractor's Job Number: SC510401/17

Project: Hotel at Marion Square

Architect's Project No:

Period To: 5/30/2018

Item Number	Description	Scheduled Value	Work Completed: Previous Application	Work Completed: This Period	Materials Presently Stored	Completed and Stored to Date	%	Balance to Finish	Retention	Memo
01100	8th Flr Guest Room Walls - L	36,592.00	34,762.40	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	0.00	0.00	6,154.00	50.00	6,154.00	307.70	
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	0.00	0.00	98.15	
CO 11	Camelia' Bar - Pink Marble Changes	6,877.00	0.00	6,533.15	0.00	6,533.15	95.00	343.85	326.66	
PCO	See PCO Log: 12, 13	33,030.00	33,030.00	1,627.35	0.00	34,657.35	104.93	-1,627.35	1,732.87	
	Application Total	3,473,496.00	3,344,955.20	27,999.35	0.00	3,372,954.55	97.11	100,541.45	168,647.73	

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Balfour Beatty
Construction

TIER 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 noed on releases)***	**Tier's most recent release is PARTIAL or FINAL? Select One**		**Comments:**
SAMPLE TIER 123 Example Dr. Somewhere, NC 27607 843-874-4324	*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		$777,281.82	2/21/2018	11/30/2017	PARTIAL		
Daltile	No				YES		$124,437.55	2/26/2018	11/30/2017	PARTIAL		
Emser Tile	No				YES		$59,838.65	6/9/2017	11/30/2017	PARTIAL		
Marmi Natural Stone, LLC	No				Yes		$20,233.51	12/21/2017				
Palmetto Tile	No				YES		$25,988.31	3/6/2018	11/30/2017	PARTIAL		
D & S Flooring Corp.	No				YES		$6,048.00	4/4/2017	11/30/2017	PARTIAL		
MVP Granite	Yes				YES		$30,442.31	2/27/2018	11/30/2017			
Pride Construction	No				YES		$220,225.14	3/9/2018	11/30/2017			
Jeff Seibert	No				YES		$27,013.70	11/30/2017	11/30/2017	PARTIAL		
Vicvilla Tile LLC	No				YES		$696,498.25	3/6/2018	11/30/2017	PARTIAL		
Dur-a-Flex Inc	No				YES		$14,775.77	10/20/2017	11/30/2017	PARTIAL		
Triangle Epoxy Floors LLC	No				YES		$13,000.00	10/24/2017	11/30/2017	PARTIAL		

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Report Se n Criteria:

					From Date	To Date
Job:	SC5104**	**With Owner CO?**	Both	**Origination:**		12/31/18
Customer:	ALL	**Owner CO:**	ALL	**NTP Submitted:**		12/31/18
Change Request #:	ALL	**Cost Reimbursable?**	Yes	**NTP Received:**		12/31/18
CR Status:	A,N,P,R,S,T,RT	**Cost Group:**	ALL	**Quote Submitted:**		12/31/18
Include change request notes?	No			**Quote Due:**		12/31/18
				Quote Approved:		12/31/18

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

CR Number	Description	Origination Date	NTP Submitted	NTP Received	Quote Submitted	Proposal or *R.O.M.	Status	Proposed Days Ext.	Quote Due Date	Days Past Due	Date Approved	Approved Amount	Approved Days Ext.	Owner CO No.
Approved Change Requests														
04	Mud at 221B and 222B	04/27/16			12/13/17	565.00	A				02/15/18	565		
11	Extra Work Ticket - Level off floors in 2nd floor gang restrooms.	07/21/17			07/21/17	8,266.00	T				02/05/18	8,266		
12	6th Floor Terrace Sloping	11/16/17					T				01/02/17	12,240		
13	6th Floor Terrace Sloping	11/16/17					T				01/02/17	20,790		
20	Extra Work Ticket - Self Level & Raise 1st Floor Public Restroom	07/21/17			07/21/17	2,708.00	T				02/13/18	2,708		
27	6th Floor Terrace West Floor Prep	11/30/17					T				11/30/17	25,245		
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 Concierge 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		

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

David All Company, Inc.

Change Request Log Sorted by Change Request Number

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

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

Original Contract:	3,348,828.00	**Approved Changes:**	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	Date Approved	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**		

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

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

CR Number	Description	Origination Date	NTP Submitted	NTP Received	Quote Submitted	Proposal or *R.O.M.	Status	Proposed Days Ext.	Quote Due Date	Days Past Due	Date Approved	Approved Amount	Approved Days Ext.	Owner CO No.
Approved Change Requests														
CA-1	Additional Work	04/16/18					T				04/16/18			

Approved Change Requests Total:

Approved CO's that do not have any CR detail: **0**

Approved Changes Total: **0**

Executed CO's that do not have any CR detail: **45,200**

Executed Changes Total: **45,200**

End of Report

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

Balfour Beatty
Construction

Hotel at Marion Square - Subcontractor Pay Application Checklist

Pay Applicaton Thru:

Item Description	Submitted	Reviewed	Comments
Application for Payment Documentation			
Request for Payment / Payment Application standard BBC form - all subcontractors must use	5/15/2018		
Schedule of Values (SOV) - matches AIA G703	5/15/2018		
Conditional Waiver and Release on Progress Payment	5/15/2018		
Subguard Sub-Tier / Supplier Releases - form submitted by subcontractor that tells us who needs to be joint checked	5/15/2018		
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	5/15/2018		
If applicable, subcontractor change request log (for purposes of verifying with the project cost event logs)	N/A		

Function Owner: Nancy Novak
Document Owner: Tammy Yang
UNCONTROLLED WHEN PRINTED OR DOWNLOADED

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

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

DEFENDANT LIBRARY ASSOCIATES, LLC'S

TRIAL EXHIBIT #36

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

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

CHANGE ORDER

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

19

To CONTRACT dated April 6, 2015

DATE of this Change Order July 9, 2019

To: Old North State Masonry, LLC
201 W. Matthews St.

Matthews, NC 28105
Joseph Anastasi

PREVIOUS CONTRACT AMOUNT	$2,560,540.89
ADD/DEDUCT for this C.O.	$68,740.20
NEW CONTRACT AMOUNT	$2,629,281.09

JOB: Hotel at Marion Square

AT: Charleston, SC 29403

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

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

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

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

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

DEFENDANT'S EXHIBIT 36

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

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

ONSM00000099

Code: 400.50400000.40 **RCO No.:** **OCO No.:**

S.F.R.N. BUL:_____

.s 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. Angelas

Title President

Date 9-4-19

ACCEPTED:
BALFOUR BEATTY CONSTRUCTION, LLC

By _____

Nick Starcevic

Title Project Manager

Date 9/19/2019

ONSM00000100

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

DEFENDANT LIBRARY ASSOCIATES, LLC'S

TRIAL EXHIBIT #37

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

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

---

Chip / Joe,

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

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

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

Nick Starcevic I Balfour Beatty Construction
Cell: 704.361.3265

Begin forwarded message:

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

Tim and Nick

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

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

DEFENDANT'S EXHIBIT 37

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

DEFENDANT LIBRARY ASSOCIATES, LLC'S

TRIAL EXHIBIT #38

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

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

CHANGE ORDER

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

Revised # 06

To CONTRACT dated May 21, 2015

DATE of this Change Order February 1, 2017

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

PREVIOUS CONTRACT AMOUNT $1,024,150.57

ADD/DEDUCT for this C.O. $147,198.74

JOB: Hotel at Marion Square

AT: Charleston, SC 29403

NEW CONTRACT AMOUNT $1,171,349.31

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

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

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

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

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

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

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

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

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

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

Bent Flashing per detail at L3 Terraces and Guestroom balconies.

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

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

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

S.F.R.N. BUL: _____

DEFENDANT'S EXHIBIT 38

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

ACCEPTED:
Premier Exteriors, LLC

By _____

Print Name Ryan O'Shaughnessy

Title Project Manager

Date 3/3/17

ACCEPTED:
BALFOUR BEATTY CONSTRUCTION, LLC

By _____
Nick Starcevic

Title Project Manager

Date 3/6/17

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

CHANGE ORDER
APPROVAL
COVERSHEET

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

SUBCONTRACTOR: Premier Exteriors, LLC

CI NUMBER: AMOUNT: $147,198.74

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

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

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

REVIEWED BY: SIGNED & DATED:

[x] BUYER: Nick Starcevic 3/3/17

[ ] BUYER'S MANAGER:

APPROVED:

PROJECT MANAGER/EXECUTIVE:

ATTACHMENTS:

BACKUP DOCUMENTS:

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

CHANGE ORDER

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

07

To CONTRACT dated May 21, 2015

DATE of this Change Order March 31, 2017

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

PREVIOUS CONTRACT AMOUNT $1,171,349.31

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

JOB: Hotel at Marion Square

AT: Charleston, SC 29403

NEW CONTRACT AMOUNT $1,175,299.23

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

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

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

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

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

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

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

Masonry Repairs at windows on T&M

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

Rewaterproofing 23 windows on L3 due to masonry rework.

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

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

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

S.F.R.N. BUL: _____

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

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

ACCEPTED:
Premier Exteriors, LLC

By Ryan O'Shaughnessy

Print Name Ryan O'Shaughnessy

Title Project Manager

Date 4/3/17

ACCEPTED:
BALFOUR BEATTY CONSTRUCTION, LLC

By

Nick Starcevic

Title Project Manager

Date 4/17/17

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

CHANGE ORDER

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

08

To CONTRACT dated May 21, 2015

DATE of this Change Order June 26, 2017

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

PREVIOUS CONTRACT AMOUNT $1,175,299.23

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

JOB: Hotel at Marion Square

AT: Charleston, SC 29403

NEW CONTRACT AMOUNT $1,181,539.23

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

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

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

Three rooms, four days for four weeks.

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

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

Code: 400.50922050.40 RCO No.: OCO No.:

S.F.R.N. BUL: _____

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

ACCEPTED:
Premier Exteriors, LLC

By Ryan O'Shaughnessy Digitally signed by Ryan O'Shaughnessy DN: cn=Ryan O'Shaughnessy, o=Premier Exteriors, ou=, email=ryan@premierexteriorsllc.com, c=US Date: 2017.06.27 12:16:33 -04'00'

Print Name Ryan O'Shaughnessy

Title Project Manager

Date 6/27/17

ACCEPTED:
BALFOUR BEATTY CONSTRUCTION, LLC

By _____
Nick Starcevic

Title Project Manager

Date _____

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

CHANGE ORDER
APPROVAL
COVERSHEET

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

SUBCONTRACTOR: Premier Exteriors, LLC

CI NUMBER: AMOUNT: $6,240.00

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

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

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

REVIEWED BY: SIGNED & DATED:

[ ] BUYER: Shanti Pieniak

[x] BUYER'S MANAGER: Nick Starcevic 6/26/17

APPROVED:

PROJECT MANAGER/EXECUTIVE:

ATTACHMENTS:

BACKUP DOCUMENTS:

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

CHANGE ORDER

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

10

To CONTRACT dated May 21, 2015

DATE of this Change Order June 23, 2017

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

PREVIOUS CONTRACT AMOUNT $1,184,235.98

ADD/DEDUCT for this C.O. $100,000.00

JOB: Hotel at Marion Square

AT: Charleston, SC 29403

NEW CONTRACT AMOUNT $1,284,235.98

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

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

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

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

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

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

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

Code: 400.50922050.40 RCO No.: OCO No.:

S.F.R.N. BUL: _____

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

ACCEPTED:
Premier Exteriors, LLC

By Ryan O'Shaughnessy

Print Name Ryan O'Shaughnessy

Title Project Manager

Date 6/27/17

ACCEPTED:
BALFOUR BEATTY CONSTRUCTION, LLC

By _____
Nick Starcevic

Title Project Manager

Date 6/30/17

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

CHANGE ORDER
APPROVAL
COVERSHEET

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

SUBCONTRACTOR: Premier Exteriors, LLC

CI NUMBER: _____ AMOUNT: $100,000.00

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

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

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

REVIEWED BY: SIGNED & DATED:

[ ] BUYER: _____

[redacted] BUYER'S MANAGER: Nick Starcevic 6/26/17

APPROVED:

PROJECT MANAGER/EXECUTIVE: _____

ATTACHMENTS:

BACKUP DOCUMENTS:

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

CHANGE ORDER

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

16

To CONTRACT dated May 21, 2015

DATE of this Change Order January 9 2019

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

PREVIOUS CONTRACT AMOUNT $1,314,059.34

ADD/DEDUCT for this C.O. $12,295.00

JOB: Hotel at Marion Square

AT: Charleston, SC 29403

NEW CONTRACT AMOUNT $1,326,354.34

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

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

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

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

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

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

S.F.R.N. BUL: _____

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

ACCEPTED:
Premier Exteriors, LLC

By Ryan O'Shaughnessy Digitally signed by Ryan O'Shaughnessy Date: 2019.01.10 15:14:38 -05'00'

Print Name _____

Title Project Manager

Date 1/10/19

ACCEPTED:
BALFOUR BEATTY CONSTRUCTION, LLC

By Tim Spano

Title Sr. Project Manager

Date 1/11/19

Page 1 of 1

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

CHANGE ORDER
APPROVAL
COVERSHEET

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

SUBCONTRACTOR: Premier Exteriors, LLC

CI NUMBER: AMOUNT: $12,295.00

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

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

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

REVIEWED BY: SIGNED & DATED:

[ ] BUYER: Shanti Pieniak

[ ] BUYER'S MANAGER:

APPROVED:

PROJECT MANAGER/EXECUTIVE:

ATTACHMENTS:

BACKUP DOCUMENTS:

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

DEFENDANT LIBRARY ASSOCIATES, LLC'S

TRIAL EXHIBIT #40

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

BP0758160

PGS: 10

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

IN THE OFFICE OF THE REGISTER OF DEEDS

DEFENDANT'S EXHIBIT 40

GUY M. BEATY, INC.,

Plaintiff,

v.

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

Defendants.

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

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

{00423153.DOC V. G039.025701;}

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

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

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

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

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

Carol G. Werth

Notary Public for North Carolina

My commission expires: 01-28-2020

CAROL A. WERTH
Notary Public
Mecklenburg County
NORTH CAROLINA

HAMILTON STEPHENS STEELE + MARTIN, PLLC

By: _____

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

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

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CERTIFICATE OF SERVICE

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

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

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

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

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

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

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

HAMILTON STEPHENS STEELE + MARTIN, PLLC

By: _____

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

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Exhibit A
Description of Property

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

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

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

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

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

IN THE OFFICE OF THE
REGISTER OF DEEDS

GUY M. BEATY, INC.,

Plaintiff,

v.

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

Defendants.

AFFIDAVIT AND VERIFIED STATEMENT OF ACCOUNT

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

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

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

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

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

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

4. I attest that the amount owed is true and correct and that no part of sum noticed has been paid by discount or otherwise, except that for which credit has been given. I attest that I have reviewed the Notice of Mechanic's Lien and Certificate of Mechanic's Lien ("Notice") filed contemporaneously herewith, and that the matters and things alleged herein and in the aforementioned Notice are true to the best of my knowledge, except those matters and things alleged on information and belief, and as to those, I believe them to be true.

On behalf of
GUY M. BEATY, INC.

By: _____
Jim Mills

Sworn and subscribed before
me this 29th day of October 2018.

_____
Notary Public for South Carolina
My commission expires: 4-27-2026

SANDRA P CORNWELL
NOTARY PUBLIC
EXP. APRIL 27, 2026
SOUTH CAROLINA

{00423170.DOCX V. G039.025701;}

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

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on this day he served a copy of the foregoing and attached **AFFIDAVIT AND VERIFIED STATEMENT OF ACCOUNT** via United States certified mail, postage prepaid and return receipt requested, properly addressed to the following:

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

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

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

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

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

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

HAMILTON STEPHENS STEELE + MARTIN, PLLC

By: _____

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

EXHIBIT A

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

Marion Square Sub Contract # 8350255-00002

Conract amount:	$ $ 517,000.00
Change Orders :	$ 20,423.00
	$ 537,423.00
Ticket # 3466	$64.65
Ticket # 7929	$944.97
Ticket # 7918	$1,583.21
Ticket # 7917	$1,612.48
Ticket # 7950	$2,343.48
Ticket # 7952	$615.96
Ticket # 9954	$721.60
Outstanding CCD's and Tickets	$48,457.00
Paid	$(475,681.50)
Balance owed	$ 110,195.85

Billed to date $585,880.35

Last day worked 9/25/2018

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DEFENDANT LIBRARY ASSOCIATES, LLC'S

TRIAL EXHIBIT #41

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

Fwd: Pay App 44

Kim Brown <kbrown@bennetthospitality.com> Tue, Feb 2, 2021 at 10:58 AM
To: Jim Clements <JClements@matrixse.com>, Brent McDonald <brent@bundymcdonald.com>, Kim Brown <kbrown@bennetthospitality.com>

--------- Forwarded message ---------
From: **James Clements** <jclements@matrixse.com>
Date: Mon, Dec 31, 2018 at 7:56 AM
Subject: Re: Pay App 44
To: Kim Brown <kbrown@bennetthospitality.com>
Cc: Starcevic, Nicholas <NStarcevic@balfourbeattyus.com>, Jennifer Faulkinberry <JFaulkinberry@lpbatlanta.com>, Simonton, David <dsimonton@balfourbeattyus.com>, Pieniak, Shanti <SPieniak@balfourbeattyus.com>, seifert@shepconsult.com <seifert@shepconsult.com>

Simonton and I spoke on Friday. BBC s still trying to address the issue either with MCC or bond it off themselves.

Jim Clements
Matrix Program Management Services, LLC

O. 704.676.9996
C. 704.905.1165
www.matrixse.com

Sent from my iPad

On Dec 30, 2018, at 12:41 AM, Kim Brown <kbrown@bennetthospitality.com> wrote:

I just heard back from the title abstractor and the Guy C Beatty lien is still on file and has not been released

Kim

From: Starcevic, Nicholas [mailto:NStarcevic@Balfourbeattyus.com]
Sent: Friday, December 28, 2018 1:04 PM
To: Jennifer Faulkinberry <JFaulkinberry@lpbatlanta.com>; Simonton, David <dsimonton@balfourbeattyus.com>
Cc: James Clements <jclements@matrixse.com>; Kim Brown (kbrown@bennetthospitality.com) <kbrown@bennetthospitality.com>; Pieniak, Shanti <SPieniak@Balfourbeattyus.com>; 'seifert@ShepConsult.com' <seifert@ShepConsult.com>
Subject: RE: Pay App 44

DEFENDANT'S EXHIBIT 41

Jennifer

I'm available for the next hour or so, or will be in the office all day Monday. Was actually packaging up Pay Ap 45 so would be good to have any markups or if there is any mistakes to correct them now.

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Thanks,

Nick Starcevic
Project Mgr | Balfour Beatty
O: (843) 974-4590 | C: (704) 361-3265
E: nstarcevic@balfourbeattyus.com | www.balfourbeattyus.com

306 Meeting Street, Suite 300, Charleston, SC 29401

<image001.jpg>

From: Jennifer Faulkinberry [mailto:JFaulkinberry@lpbatlanta.com]
Sent: Thursday, December 27, 2018 4:58 PM
To: Simonton, David <dsimonton@balfourbeattyus.com>
Cc: James Clements <jclements@matrixse.com>; Kim Brown (kbrown@bennetthospitality.com) <kbrown@bennetthospitality.com>; Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>; Pieniak, Shanti <SPieniak@Balfourbeattyus.com>; 'seifert@ShepConsult.com' <seifert@ShepConsult.com>
Subject: Pay App 44

David,

As we discussed today, after digging deeper into the backup, I can't get the numbers to match up to the pay app. I will call Nick & Shanti sometime on Monday, when they return, to go through it.

Thanks,

Jennifer G. Faulkinberry

Winford Lindsay Architect

344 West Pike Street **direct 770.407.5786**

Lawrenceville, GA 30046 **fax 770.407.5817**

jfaulkinberry@lpbatlanta.com **cell 770.241.2473**

Balfour Beatty **image001.jpg**
2K

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From: **Buck Lindsay** BLindsay@lpbatlanta.com
Subject: Bennett Hotel - Substantial Completion
Date: December 20, 2018 at 2:45 PM
To: Simonton, David dsimonton@balfourbeattyus.com
Cc: Kim Brown (kbrown@bennetthospitality.com) kbrown@bennetthospitality.com, James Clements jclements@matrixse.com, Jennifer Faulkinberry JFaulkinberry@lpbatlanta.com

David - see the attached memo documenting my visit to the Bennett Hotel on 12/18/18, and observations/ findings.

Thanks, Buck Lindsay, architect

From: 3rd-copier@lpbatlanta.com <3rd-copier@lpbatlanta.com>
Sent: Thursday, December 20, 2018 2:40 PM
To: Buck Lindsay <BLindsay@lpbatlanta.com>
Subject: Attached Image

PDF

1010_001.pdf

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DEFENDANT LIBRARY ASSOCIATES, LLC'S

TRIAL EXHIBIT #42

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From: **Starcevic, Nicholas** NStarcevic@Balfourbeattyus.com
Subject: RE: MCC Lien
Date: January 14, 2019 at 12:51 PM
To: Simonton, David dsimonton@balfourbeattyus.com, James Clements jclements@matrixse.com, Kim Brown kbrown@bennetthospitality.com
Cc: Jennifer Faulkinberry jfaulkinberry@lpbatlanta.com, Steve Eifert seifert@shepconsult.com

Filed copy attached.

Whats the status of November's pay application?

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

DEFENDANT'S EXHIBIT 42

-----Original Message-----
From: Simonton, David
Sent: Thursday, January 10, 2019 12:35 PM
To: James Clements <jclements@matrixse.com>; Kim Brown <kbrown@bennetthospitality.com>
Cc: Jennifer Faulkinberry <jfaulkinberry@lpbatlanta.com>; Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>; Steve Eifert <seifert@shepconsult.com>
Subject: RE: MCC Lien

10-4 Jim.
Here is a copy of what we are filing.
Will let you know if any issues at the County.

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

-----Original Message-----
From: James Clements [mailto:jclements@matrixse.com]
Sent: Thursday, January 10, 2019 12:06 PM
To: Kim Brown <kbrown@bennetthospitality.com>
Cc: Simonton, David <dsimonton@balfourbeattyus.com>; Jennifer Faulkinberry <jfaulkinberry@lpbatlanta.com>; Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>; Steve Eifert <seifert@shepconsult.com>
Subject: MCC Lien

Kim

Dave is going to submit the bond today. He asked that you request the bank do their title search on Monday morning.

Nick has sent Jennifer corrections and back up to Pay Ap #44. If all is in order, I'd assume Jennifer will forward that to you probably this weekend or early next week.

Jim Clements
Matrix Program Management, LLC
C. 704.905.1165
jclements@matrixse.com
https://urldefense.proofpoint.com/v2/url?u=http-3A__www.matrixse.com&d=DwIGaQ&c=eapt7ST1afUS6LykE1MB9bfkdYfSLNUVF7M5AC_OmtM&r=JLQdYEaoUG2oNvVrtQ23J3X2DvQdT3eNVRcgSOoXI5U&m=z3HKQbleQTeA-ry0cexk4Iw7IBmqZR4cy7IrwwOLTKk&s=EZV3dOfdI5-GhWCCqle1fWIIY_g6ch0dxyloaL2KPf4&e=

Sent from my iPhone. Please excuse any typos.

PDF

DOC011419-011
420191_13.pdf

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RECORDER'S PAGE

NOTE: This page MUST remain with the original document

Filed By:
COUNTER CUSTOMER
BALFOUR BEATTY CONSTRUCTION LLC
306 MEETING ST, SUITE 300
CHARLESTON SC 29401

RECORDED

Date:	January 11, 2019
Time:	12:54:23 PM

Book	Page	DocType
0771	966	Bond/Rel

Michael Miller, Register
Charleston County, SC

# of Pages: 7
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MAKER:
LIBRARY ASSOCS AL

Note:

RECIPIENT:
GUY M BEATY INC

Recording Fee	$	10.00
Extra Reference Cost	$	-
Extra Pages	$	2.00
Postage	$	1.00
Chattel	$	-
TOTAL	$	13.00

Original Book: 0758
Original Page: 160

DRAWER Drawer 4
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0771 Book
966 Page
01/11/2019 Recorded Date
7 # Pgs
0758 Original Book
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843-958-4800 101 MEETING STREET CHARLESTON, SC 29401 www.charlestoncounty.org

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

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

STATE OF SOUTH CAROLINA	)	IN THE CHARLESTON COUNTY REGISTER OF DEEDS OFFICE
	)	
COUNTY OF CHARLESTON	)	
	)	
GUY M. BEATY, INC.,	)	
	)	**SURETY BOND FOR RELEASE OF MECHANIC'S LIEN**
Petitioner,	)	
	)	
vs.	)	Mechanic's Lien Filed on November 5, 2018 and recorded at Book 0758, Page 160
	)	
LIBRARY ASSOCIATES, LLC; BALOUR BEATTY CONSTRUCTION, LLC; BERNHARD MCC, LLC,	)	Bond No. 106943603
	)	
Respondents,	)	

KNOW ALL MEN BY THESE PRESENTS: That the undersigned Balfour Beatty Construction, LLC ("Principal"), an entity having an interest in the property referenced herein, as Principal, and Travelers Casualty and Surety Company of America, surety company duly licensed to transact suretyship business in the State of South Carolina, as Surety, are held and firmly bound unto Guy M. Beatty, Inc. in the sum of One Hundred Forty Six Thousand Five Hundred Sixty and 48/100 Dollars ($146,560.48), the same being one and one-third the amount claimed in the lien hereinafter referred to, for the payment of which the Undersigned bind themselves, their successors and assigns, jointly and severally, as herein set forth.

THE CONDITION OF THIS OBLIGATION IS AS FOLLOWS: Guy M. Beaty, Inc., the Obligee herein, has filed a Mechanic's Lien for labor and/or materials furnished and actually used in the erection, alteration or repair of improvements situated on the real property described therein and more particularly in the mechanic's lien, attached as Exhibit "A" (the "Property"), which mechanic's lien was filed with the Charleston County Register of Deeds Office on November 5, 2018 and recorded at Book 0758, Page 160.

{01301154.}

Now, should the Principal or Surety pay or cause to be paid to Guy M. Beaty, Inc. holder and claimant of said lien, that sum that may be found to be due said lien claimant upon the trial of any action that may be filed by the lien claimant to recover the amount of the lien claimed, or if there is a determination that no amount is due the lien claimant, then this bond shall be void, otherwise it shall be in full force and effect.

This bond is filed in accordance with the provisions of S.C. Code §29-5-110 so as to discharge the real estate and premises described above from the above-referenced lien.

IN WITNESS WHEREOF, this bond is effective as of January 7, 2019 and Principal and Surety herein named have hereunto affixed their hands and seals on the date undersigned.

-signature and notary blocks on next page-

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Signature Page
Guy M. Beaty, Inc. Mechanic's Lien

Balfour Beatty Construction, LLC

PRINCIPAL

By: x
Title: President
Address: 1930 Camden Rd
Charlotte NC 28203

x Kelly Cabrera
Witness #1

Witness #2

STATE OF North Carolina)
)
COUNTY OF Mecklenburg)

PERSONALLY APPEARED BEFORE ME the undersigned witness and made oath that (s)he saw the within-named Balfour Beatty Construction, LLC by Pat Dean _____ sign, seal, and as his/her act and deed, deliver the within Surety Bond for Release of Mechanic's Lien and that (s)he with the other witness subscribed above, witnessed the execution thereof.

x Kelly Cabrera
(Witness #1)

Sworn to before me on this 8th
day of Jan, 20 19
Susan L Misiak (notary)

My Commission Expires: 9/5/2020

Susan L Misiak
NOTARY
My Comm. Exp.
September 5, 2020
PUBLIC
MECKLENBURG COUNTY, NC

{01301154.}

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Signature Page
Guy M. Beaty, Inc. Mechanic's Lien

Travelers Casualty and Surety Company of America

SURETY

By: Jennifer B. Gullett
Title: Jennifer B. Gullett, Attorney-in-Fact
Address: One Tower Square
Hartford, CT 06183

Witness #1 Amy R. Waugh

Witness #2 Noah Pierce

STATE OF NORTH CAROLINA)
COUNTY OF MECKLENBURG)

PERSONALLY APPEARED BEFORE ME the undersigned witness and made oath that (s)he saw the within-named Travelers Casualty and Surety Company of America, by Jennifer B. Gullett sign, seal, and as his/her act and deed, deliver the within Surety Bond for Release of Mechanic's Lien and that (s)he with the other witness subscribed above, witnessed the execution thereof.

(Witness #1)

Sworn to before me on this 7th
day of January, 2019

(notary)
My Commission Expires: 4/9/2020

CATHERINE THOMPSON
NOTARY
PUBLIC
MECKLENBURG COUNTY, NC

{01301154.}

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Exhibit A
Description of Property

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

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

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

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Jennifer B Gullett** of **Charlotte**, **North Carolina**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.

State of Connecticut

City of Hartford ss.

By: Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021

Marie C. Tetreault, Notary Public

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

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

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

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

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

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 10th day of January, 2019

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

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DEFENDANT LIBRARY ASSOCIATES, LLC'S

TRIAL EXHIBIT #43

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

Gmail

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

FW: Marion Sq - Pay App's 43 & 44

From: Jennifer Faulkinberry [mailto:JFaulkinberry@lpbatlanta.com]
Sent: Monday, January 21, 2019 3:45 PM
To: Nick Starcevic (NStarcevic@Balfourbeattyus.com) <NStarcevic@Balfourbeattyus.com>; Simonton, David (dsimonton@balfourbeattyus.com) <dsimonton@balfourbeattyus.com>
Cc: James Clements <jclements@matrixse.com>; Kim Brown (kbrown@bennetthospitality.com) <kbrown@bennetthospitality.com>; 'seifert@ShepConsult.com' <seifert@ShepConsult.com>; timspano@balfourbeattyus.com; Buck Lindsay <BLindsay@lpbatlanta.com>; Marty Wall <mwall@bennetthospitality.com>; rquinlan@hotelbennett.com
Subject: Marion Sq - Pay App's 43 & 44

Nick,

As noted in Buck's Substantial Completion survey and comments (12/18/18), the level of finishes in the guestrooms were unacceptable. BBC has taken the position that punch work was complete and that BBC would not work further to improve the guestroom finishes.

Consequently, the Owner has undertaken the improvement of the guest room finishes with significant re-painting. To achieve this work, the Owner mobilized approximately 80 painters a day to repaint the guest rooms. This work is also critical to meeting the Hotel opening date. As of this writing, the work continues and it is the Owner's hope to be complete this remedial work by early February.

As a consequence of this deficient work and BBC's unwillingness to correct it, the Owner has received its first invoice from Robins & Morten of $518, 830 for the repairs to date. The invoice and back up are accessible by the following link:

https://www.dropbox.com/s/vgxomysj8mtewxy/Invoice%20%231%20%20%26%20Backup%20Bennett%20Hotel.pdf?dl=0

Pls note the attached does not include invoices for CPI Construction who the Owner has also engaged to assist with painting the guestrooms.

In view of the progress of this owner-furnished work to date, invoices in hand and remaining work to complete, it is the our estimate the remedial repairs could reach in excess of $1,000,000. Per Article 9.5 - Decisions to Withhold Payment , we recommend withholding funds from Applications For Payment #43(October), #44 (November) and future contractor payment requests to offset these costs incurred to date, as well as anticipated completion costs.

We also consider current open punch list items, including but not limited to the exterior façade of the building, as cause to recommend against

further reduction of the contractor's retention until WLA can verify all punch work has been satisfactorily completed.

Jennifer

Jennifer G. Faulkinberry

Winford Lindsay Architect

344 West Pike Street **direct 770.407.5786**

Lawrenceville, GA 30046 **fax 770.407.5817**

jfaulkinberry@lpbatlanta.com **cell 770.241.2473**

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

DEFENDANT LIBRARY ASSOCIATES, LLC'S

TRIAL EXHIBIT #46

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

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

2-5-19

STATE OF SOUTH CAROLINA	)
COUNTY OF CHARLESTON	)
Precision Walls, Inc.,	)
Plaintiff,	)
v.	)
Library Associates, LLC, Metropolitan Life Insurance Company and Balfour Beatty Construction, LLC,	)
Defendants.	)

BP0775778

PGS: 6

NOTICE AND CERTIFICATE OF MECHANIC'S LIEN

License Number: 13494

TO THE ABOVE-NAMED DEFENDANT:

NOTICE IS HEREBY GIVEN that a Mechanic's Lien is claimed pursuant to *S.C. Code Ann.* § 29-5-10 and 20 et. seq. (1976, as amended) by Precision Walls, Inc., above-named, and is being filed in the Office of the Register of Deeds for Charleston County, South Carolina on behalf of the above-named Plaintiff for labor, equipment and/or materials furnished and actually used in the erection, alteration or improvements to the real estate more fully described in Exhibit A attached hereto and incorporated herein by reference and that the undersigned Plaintiff has furnished labor, services and materials in improving said real estate by virtue of an agreement with and/or the consent of the owners of said real estate. Plaintiff craves reference to Exhibit B attached hereto and incorporated herein by reference, which is a just and true statement of account of monies due to the Plaintiff for such labor, services or materials provided at the request of or with the consent of the owners of said real estate or with their authorization.

That by virtue thereof, by the serving and filing of this Notice and Certificate, and pursuant to the provisions of the Code of Laws of South Carolina in such cases as have been made and provided, the Plaintiff has and claims a lien to secure the payment of the debt so due and the cost of enforcing

DEFENDANT'S EXHIBIT 46

property, buildings and/or structures hereinabove mentioned and upon the real property described in Exhibit A attached hereto.

By: _____

Joey R. Floyd, SC Bar No.: 68491
Bruner Powell Wall & Mullins, LLC
Post Office Box 61110
1735 St. Julian Place, Suite 200
Columbia, South Carolina 29260
(803) 252-7693
Attorneys for the Plaintiff

January 31, 2019

Columbia, SC

SWORN to before me this 31st day of January, 2019

_____(SEAL)
Notary Public for South Carolina
Printed Name of Notary: Lisa Dominick
My Commission Expires: 4/24/28

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EXHIBIT "A"

Property Address: 404 King Street, Charleston, South Carolina

Owner of Property(ies): Library Associates, LLC

Description of Property(ies) subject to lien:

ALL that certain piece, parcel or tract of land, with the buildings and improvements thereon, situate, lying and being on the southeast corner of King and Hutson Streets, in the City of Charleston, State of South Carolina, shown and designated as "Lot 1" containing 0.722 acres, more or less, on a plat thereof entitled "PLAT OF THE ADJUSTMENT OF PROPERTY LINES BETWEEN LOT 1, 404 KING STREET & LOT 2, 337 MEETING STREET, CITY OF CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA, PREPARED FOR OLD CITADEL ASSOCIATES, LLC" prepared by F. Elliotte Quinn III, South Carolina Professional Land Surveyor, License No. 10292, dated June 14, 2011, and recorded in the RMC Office for Charleston County, South Carolina in Plat Book L11, at Page 0185; said Lot 1 having such size, shape, dimensions, buttings and boundings as will by reference to said plat more fully appear, said plat being incorporated herein and made a part hereof by this reference.

BEING a portion of the same property conveyed to Library Associates, LLC by deed of The County of Charleston, dated March 14,1995, recorded March 15, 1995 in the RMC Office for Charleston County, South Carolina in Book L-253, Page 629; also being a portion of the property conveyed to Hofford-Library, LLC by deed of Library Associates, LLC, dated December 30, 2008, recorded December 31, 2008, in the RMC Office for Charleston County, South Carolina in Book 0027, Page 418; also being a portion of the property conveyed to Library Associates, LLC, by deed of Hofford-Library, LLC, dated January 11, 2010, recorded January 12, 2010, in the RMC Office for Charleston County, South Carolina, in Book 0102, Page 032; and also being a portion of the property conveyed to Library Associates, LLC by Deed of Old Citadel Associates, LLC dated June 16, 2011, recorded in the RMC Office for Charleston County on June 17, 2011, in Book 0192, at Page 809.

TMS No. 460-16-04-009

EASEMENT PARCEL

TOGETHER WITH the easement rights arising under that certain Easement and Encroachment Agreement by and between Library Associates, LLC and Washington Light infantry and Sumter Guards Board of Officers, Inc. dated as of December 16, 2014, recorded in the RMC Office of Charleston County on December 23, 2014, in Book 0448, at Page 211.

SUBLEASEHOLD PARCEL

TOGETHER WITH the subleasehold estate created in favor of Library Associates, LLC pursuant to that certain Sublease Agreement by and among City Council of Charleston, a/k/a the City of Charleston ("Landlord"), Library Associates, LLC (Subtenant "A") and Old Citadel Associates, LLC (Subtenant "B"), (collectively referred to as "Subtenants") dated December 21, 2001, and recorded December 31, 2001 at Book S-392, Page 832, in the RMC Office for Charleston County, as amended by that Recognition Agreement by and among Library Associates, LLC ,The Washington Light Infantry and Sumter Guards Board of Officers, Inc., the City Council of Charleston, and Metropolitan Life Insurance Company, dated March 19, 2015, recorded in the RMC Office of Charleston County, on March 19, 2015, in Book 0463, at Page 654, and by that Recognition Agreement by and among Library Associates, LLC , the City Council of Charleston, and Metropolitan Life Insurance Company, dated March 19, 2015, recorded in the RMC Office of Charleston County, on March 19, 2015, in Book 0463, at Page 655.

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EXHIBIT "B"
STATEMENT OF ACCOUNT

Claimant/ Mechanic Lienor: Precision Walls, Inc.

Owner: Library Associates, LLC

Nature of labor, materials and/or Equipment supplied:

a. Delegated design for engineered metal truss roof system and all cold formed metal framing
b. Metal Roof Trusses and metal decking
c. Cold formed metal framing
d. Exterior sheathing
e. Installation of hollow metal frames in metal stud walls only
f. Polyisocyanurate insulation, rigid insulation, and batt insulation
g. FRP Columns & GRG domes
h. Non-load bearing interior metal stud framing
i. Firestopping and sound caulking and head of wall and bottom of wall only
j. Installation of access panels
k. Drywall Assemblies
l. Acoustical Ceiling Grid and Tile
m. Operable partitions
n. Associated labor and materials with the above-referenced work

Property Subject: See Exhibit "A" to Notice and Certificate of Mechanic's Lien

Total Amount Due: $1,236,284.65 plus interest and attorney's fees

****

I hereby certify that the amount due to Precision Walls, Inc. for the above-referenced labor, materials and/or accessories supplied to the Owner's property, after all just credits and debits as of this date is the amount shown above, plus interest at the contract rate and/or statutory prejudgment rate and attorney's fees.

Precision Walls, Inc.

By: _____
Tom Sneed
Its: CFO

SWORN to before me this 31st day of January 2019

_____ (SEAL)
Notary Public for ~~South~~ North Carolina
Printed Name of Notary: Kristen Stojka
My Commission Expires: 4-12-21

KRISTEN STOJKA
MY COMM EXP.
APRIL 12
2021
WAKE COUNTY, NC
NOTARY PUBLIC

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

STATE OF SOUTH CAROLINA	)	
	)	
COUNTY OF CHARLESTON	)	
Precision Walls, Inc.,	)	
	)	
Plaintiff,	)	
	)	
v.	)	**CERTIFICATE OF SERVICE**
	)	
Library Associates, LLC, Metropolitan Life Insurance Company and Balfour Beatty Construction, LLC,	)	
	)	
Defendants.	)	
	)	

I, Leigh Dominick, an employee of Bruner, Powell, Wall & Mullins, LLC, attorneys for Plaintiff/Lien Claimant, do hereby certify that on the 4th day of February, 2019, I served the pleadings/documents set forth below on the person(s) identified below, by depositing copies thereof in the U.S. Mail, (Certified Mail, Return Receipt Requested, Delivery Restricted to Addressee), in an envelope securely sealed:

Pleadings/Documents Served:

Notice and Certificate of Mechanic's Lien (with Exhibits A & B), dated Jan. 31, 2019

Person(s) Served:

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

Metropolitan Life Insurance Company
c/o Managing Director, Real Estate
Investments
10 Park Avenue
Morristown, NJ 07962

Balfour Beatty Construction, LLC
c/o Corporation Service Company
1703 Laurel Street
Columbia, SC 29201

Leigh Dominick

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Filed By:
BRUNER POWELL ROBBINS WALL & MULLINS
1735 ST. JULIAN PL., SUITE 200
PO BOX 61110
COLUMBIA, SC 29260-1110

RECORDED

Date: February 5, 2019
Time: 10:08:47 AM

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Michael Miller, Register
Charleston County, SC

# of Pages: 6
# of Sats:
# of References:

MAKER:
LIBRARY ASSOCIATES ETC

Note:

RECIPIENT:
PRECISION WALLS INC

Original Book:

Original Page:

Recording Fee	$ 10.00
Extra Reference Cost	$ -
Extra Pages	$ 1.00
Postage	$ -
Chattel	$ -
TOTAL	$ 11.00

DRAWER Drawer 3
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843-958-4800 101 MEETING STREET CHARLESTON, SC 29401 www.charlestoncounty.org

DEFENDANT LIBRARY ASSOCIATES, LLC'S

TRIAL EXHIBIT #47

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STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

BERNHARD MCC, LLC,
Plaintiff,

v.

LIBRARY ASSOCIATES, LLC and BALFOUR BEATTY CONSTRUCTION, LLC,
Defendants.

IN THE REGISTER OF DEEDS

NOTICE AND CERTIFICATE OF MECHANIC'S LIEN

NOTICE IS HEREBY GIVEN that the Plaintiff, **BERNHARD MCC, LLC** ("BMCC" OR "Plaintiff"), License Number G120031, pursuant to S.C. Code Ann. § 29-5-10 and 20 *et seq.* (1976, as amended), claims a lien against the property as owned by **LIBRARY ASSOCIATES, LLC** ("Owner") in the principal amount of not less than Six Million Five Hundred Thirty-Nine Thousand Nine Hundred Ninety-Two and 14/100 Dollars ($6,539,992.14), for labor and materials provided by Plaintiff pursuant to a written agreement with **BALFOUR BEATTY CONSTRUCTION, LLC** ("Balfour"). Plaintiff provided labor and materials for HVAC and plumbing improvements on the subject property, situated on the real estate described in **EXHIBIT A** ("Property"), attached hereto and incorporated herein by reference. The Property is commonly referred to as the Hotel at Marion Square, 404 King St., Charleston, Charleston County, South Carolina 29401.

The undersigned Petitioner has furnished, within ninety (90) days of the date hereof, labor and materials for HVAC and plumbing improvements on the subject property by virtue of an agreement with the general contractor, Balfour. The improvements were made pursuant to the express and/or implied authorization of the owner. The value of the labor and materials furnished, with all just credits given, totals **Six Million Five Hundred Thirty-Nine Thousand Nine**

DEFENDANT'S EXHIBIT 47

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

Hundred Ninety-Two and 14/100 Dollars ($6,539,992.14), as is evidenced by the Affidavit and Verified Statement of Account filed contemporaneously herewith and incorporated by reference.

That by virtue of the aforesaid labor and materials furnished to the Property, by the serving and filing of this Notice and Certificate, and pursuant to the provisions of the Code of Laws of South Carolina in such cases as have been made and provided, Plaintiff has and claims a lien interest to secure the payment of the debt so due and the cost of enforcing said lien upon the property, buildings and/or structures hereinabove mentioned and upon the real property described in **EXHIBIT A.**

WHEREFORE, Plaintiff claims a Mechanics Lien in an amount no less than **Six Million Five Hundred Thirty-Nine Thousand Nine Hundred Ninety-Two and 14/100 Dollars ($6,539,992.14)**, plus interest, attorney's fees, all other damages incurred and the costs and disbursements of this action.

This 5 day of February 2019 in Charleston, South Carolina.

RESPECTFULLY SUBMITTED:

WALKER GRESSETTE FREEMAN LINTON, LLC

John Linton (SC Bar # 79130)
Walker Gressette Freeman Linton, LLC
66 Hassell Street
Charleston, SC 29401
Telephone: 843.727.2238
Fax: 843.727.2238

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

EXHIBIT A

Property Address: 404 King Street, Charleston, SC29403

Owner of Property: Library Associates, LLC

Description of Property subject to lien:

ALL that certain piece, parcel or tract of land, with the buildings and improvements thereon, situate, lying and being on the southeast corner of King and Hutson Streets, in the City of Charleston, State of South Carolina, shown and designated as "Lot 1" containing 0.722 acres, more or less, on a plat thereof entitled "PLAT OF THE ADJUSTMENT OF PROPERTY LINES BETWEEN LOT 1, 404 MEETING STREET & LOT 2, 337 MEETING STREET, CITY OF CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA, PREPARED FOR OLD CITADEL ASSOCIATES, LLC" prepared by F. Elliotte Quinn III, South Carolina Professional Land Surveyor, License No. 10292, dated June 14, 2011, and recorded in the RMC Office for Charleston County, South Carolina in Plat Book L11, at Page 0185; said Lot 1 having such size shape, dimensions, buttings and boundings as will by reference to said plat more fully appear, said plat being incorporated herein and made a part hereof by this reference.

BEING a portion of the property conveyed to Old Citadel Associates, LLC by deed of The County of Charleston, dated March 14, 1995, recorded March 15, 1995 in the RMC Office for Charleston County, South Carolina in Book L-253, Page 629; also being a portion of the property conveyed to Hofford-Library, LLC by deed of Library Associates, LLC, dated December 30, 2008, recorded December 31, 2008, in the RMC Office for Charleston County, South Carolina in Book 0027, Page 418; also being a portion of the property conveyed to Library Associates, LLC, by deed of Hofford-Library, LLC, dated January 11, 2010, recorded January 12, 2010, in the RMC Office for Charleston County, South Carolina in Book 0102, Page 032; and also being a portion of the property conveyed to Library Associates, LLC by Deed of Old Citadel Associates, LLC dated June 16, 2011, recorded in RMC Office for Charleston County on June 17, 2011, in Book 0192, at Page 809.

TMS#: 460-16-04-009

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

STATE OF SOUTH CAROLINA **COUNTY OF CHARLESTON** BERNHARD MCC, LLC, Plaintiff, v. LIBRARY ASSOCIATES, LLC and BALFOUR BEATTY CONSTRUCTION, LLC, Defendants.	**IN THE REGISTER OF DEEDS** **AFFIDAVIT AND VERIFIED STATEMENT OF ACCOUNT**

Personally, appeared before me, Bernhard MCC, LLC (License Number G120031), by Philip T. Catanzaro, its President, who, first being duly sworn, deposes and states that he has personal knowledge of the matters stated herein, excepting only those matters stated upon information and belief. Pursuant to a contract with Balfour Beatty Construction, LLC (the "Contracting Party"), Bernhard MCC, LLC provided certain valuable materials and associated labor for the improvement of the Property described in the attached Notice and Certificate of Mechanic's Lien (the "Property") within the last ninety (90) days. The last time Bernhard MCC, LLC worked at the Property was on January 29, 2019. Upon information and belief, the subject Property is owned by Library Associates, LLC ("Owner") and such materials and labor were furnished to the Property at the request of or by consent of the Owner or some person or agent having authority from or rightfully acting for such Owner or authorized by the Owner.

The undersigned further states that there is past due and owing to Bernhard MCC, LLC for the provision of the materials and labor referenced herein the principal sum certain of not less than Six Million Five Hundred Thirty-Nine Thousand Nine Hundred Ninety-Two and 14/100 Dollars ($6,539,992.14), as evidenced by the Statement of Account attached hereto and incorporated herein as **Exhibit 1**, plus prejudgment interest, costs, and reasonable attorneys' fees, and that all just and lawful offsets, discounts, payments and credits have been allowed.

BERNHARD MCC, LLC

Philip T. Cat

By: Philip T. Catanzaro
Its President

SWORN to and subscribed before me this
4th day of February, 2019

Dawn K. Bujol

NOTARY PUBLIC FOR _____
My Commission Expires: _____

DAWN K. BUJOL
NOTARY PUBLIC #153437
State of Louisiana, Parish of Jefferson
My Commission is issued for life

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EXHIBIT "1"

STATEMENT OF ACCOUNT

Date: February 4, 2019

Property Address: 404 King St., Charleston, Charleston County, South Carolina 29401

Owner: Library Associates, LLC

Contracting Party: Balfour Beatty Construction, LLC

Personally, appeared before me, Bernhard MCC, LLC (License Number G120031), by Philip T. Catanzaro, its President, who, first being duly sworn, deposes and states that Bernhard MCC, LLC as of the date of this Affidavit and Verified Statement of Account, the unpaid value of the contract rate and the reasonable value of the labor, services and materials furnished by Bernhard MCC, LLC for the benefit of Owner named above at the Property named above is **Six Million Five Hundred Thirty-Nine Thousand Nine Hundred Ninety-Two and 14/100 Dollars ($6,539,992.14)**, as set forth below:

BMCC Contract Balance	$137,917.73
Change Orders Approved for Less than Amount Sought by BMCC	$130,106.62
Unapproved Proposed Change Orders	$871,282.45
Extended General Conditions	$1,919,282.82
Overtime	$19,982.40
Per Diem	$364,837.50
General Clean Up	$123,872.12
BIM	$197,388.30
Core Drill	$71,153.95
Material Escalation	$229,050.10
Chemical Treatment	$12,000.00
Subcontractor Extended General Conditions Claims	$253,202.40
Productivity Claim	$2,140,450.00
Total:	**$6,539,992.14**

The undersigned further states that this Statement of Account is a true and just account of the amount due to Bernhard MCC, LLC, with all just credits given, for building materials and associated labor furnished to and actually used in the course of construction on the Property of Owner, by virtue Bernhard MCC, LLC's contract with Balfour Beatty Construction, LLC to furnish labor and materials to and for the benefit of the Owner.

BERNHARD MCC, LLC

Philip T. Ca

By: Philip T. Catanzaro
Its President

SWORN to and subscribed before me this

4th day of Febryary, 2019

NOTARY PUBLIC FOR

My Commission Expires:

DAWN K. BUJOL
NOTARY PUBLIC #153437
State of Louisiana, Parish of Jefferson
My Commission is issued for life

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RECORDER'S PAGE

NOTE: This page MUST remain with the original document

Filed By:
WALKER GRESSETE FREEMAN & LINTON
PO BOX 22167

CHARLESTON SC 29413

RECORDED

Date:	February 5, 2019
Time:	11:15:57 AM

Book	Page	DocType
0775	800	Mech/Lien

Michael Miller, Register
Charleston County, SC

MAKER:
LIBRARY ASSOCS AL

RECIPIENT:
BERNHARD MCC LLC

Original Book:

Original Page:

# of Sets:

Note:

# of Pages:	7
# of References:	
Recording Fee	$ 10.00
Extra Reference Cost	$ -
Extra Pages	$ 2.00
Postage	$ -
Chattel	$ -
TOTAL	$ 12.00
DRAWER	Drawer 4
CLERK	SLW

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843-958-4800 101 MEETING STREET CHARLESTON, SC 29401 www.charlestoncounty.org

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DEFENDANT LIBRARY ASSOCIATES, LLC'S

TRIAL EXHIBIT #48

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

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

Library Associates, LLC

February 10, 2019

VIA CERTIFIED MAIL - RETURN RECEIPT REQUESTED
VIA EMAIL

Mr. Pat Dean
Balfour Beatty Construction, LLC
1930 Camden Road, Suite 280
Charlotte, NC 28203

RE: Bernhard MCC, LLC vs. Library Associates, LLC, et.al.
Notice and Certificate of Mechanic's Lien on
404 King Street, Charleston, SC

Dear Mr. Dean:

Please accept this letter as official notice that Library Associates, LLC is in receipt of the above referenced Mechanics Lien dated February 5, 2019.

In accordance with Section 9.3.1.2 of A201 of the Contract Documents for "Hotel at Marion Square" (Project) between Library Associates, LLC (Owner) and Balfour Beatty Construction, LLC (Construction Manager), the Contractor shall immediately bond such lien in accordance with applicable law or otherwise cause such lien to be discharged, at the Contractor's sole expense.

Sincerely,

Kimberly B. Brown
Authorized Agent

cc: Jim Clement – Matrix Program Management Services, LLC
Buck Lindsey – Winford Lindsey Architect
Jeff Sandeen – Balfour Beatty Construction, LLC
David Simonton – Balfour Beatty Construction, LLC
Tom Ryan – MetLife Real Estate

DEFENDANT'S EXHIBIT 48

17 Lockwood Drive * The Rice Mill Building, Suite 400 * Charleston, SC 29401

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Library Associates, LLC

February 10, 2019

VIA CERTIFIED MAIL - RETURN RECEIPT REQUESTED
VIA EMAIL

Mr. Pat Dean
Balfour Beatty Construction, LLC
1930 Camden Road, Suite 280
Charlotte, NC 28203

RE: Precision Walls, Inc. vs. Library Associates, LLC, et.al.
Notice and Certificate of Mechanic's Lien on
404 King Street, Charleston, SC

Dear Mr. Dean:

Please accept this letter as official notice that Library Associates, LLC is in receipt of the above referenced Mechanics Lien dated January 31, 2019.

In accordance with Section 9.3.1.2 of A201 of the Contract Documents for "Hotel at Marion Square" (Project) between Library Associates, LLC (Owner) and Balfour Beatty Construction, LLC (Construction Manager), the Contractor shall immediately bond such lien in accordance with applicable law or otherwise cause such lien to be discharged, at the Contractor's sole expense.

Sincerely,

Kimberly B. Brown
Authorized Agent

cc: Jim Clement – Matrix Program Management Services, LLC
Buck Lindsey – Winford Lindsey Architect
Jeff Sandeen – Balfour Beatty Construction, LLC
David Simonton – Balfour Beatty Construction, LLC
Tom Ryan – MetLife Real Estate

17 Lockwood Drive * The Rice Mill Building, Suite 400 * Charleston, SC 29401

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

Library Associates, LLC

February 10, 2019

VIA CERTIFIED MAIL - RETURN RECEIPT REQUESTED
VIA EMAIL

Mr. Pat Dean
Balfour Beatty Construction, LLC
1930 Camden Road, Suite 280
Charlotte, NC 28203

RE: Gulf Stream Construction Company, Inc. vs. Library Associates, LLC, et.al.
Notice and Certificate of Mechanic's Lien on
404 King Street, Charleston, SC

Dear Mr. Dean:

Please accept this letter as official notice that Library Associates, LLC is in receipt of the above referenced Mechanics Lien dated February 4, 2019.

In accordance with Section 9.3.1.2 of A201 of the Contract Documents for "Hotel at Marion Square" (Project) between Library Associates, LLC (Owner) and Balfour Beatty Construction, LLC (Construction Manager), the Contractor shall immediately bond such lien in accordance with applicable law or otherwise cause such lien to be discharged, at the Contractor's sole expense.

Sincerely,

Kimberly B. Brown
Authorized Agent

cc: Jim Clement – Matrix Program Management Services, LLC
Buck Lindsey – Winford Lindsey Architect
Jeff Sandeen – Balfour Beatty Construction, LLC
David Simonton – Balfour Beatty Construction, LLC
Tom Ryan – MetLife Real Estate

17 Lockwood Drive * The Rice Mill Building, Suite 400 * Charleston, SC 29401

DEFENDANT LIBRARY ASSOCIATES, LLC'S

TRIAL EXHIBIT #49

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

Gmail

404 King Street

Buck Lindsay <BLindsay@lpbatlanta.com> Tue, Feb 12, 2019 at 7:19 AM
To: Kim Brown <kbrown@bennetthospitality.com>, "pdean@balfourbeattyus.com" <pdean@balfourbeattyus.com>, "jsandeen@balfourbeattyus.com" <jsandeen@balfourbeattyus.com>, "Simonton, David" <dsimonton@balfourbeattyus.com>
Cc: James Clements <jclements@matrixse.com>, "Ryan, Thomas" <tryan@metlife.com>, Walter Bundy <walter@bundymcdonald.com>, Brent McDonald <Brent@bundymcdonald.com>

David - yesterday, Kim Brown transmitted Liens to those addressed here that have been filed on the Bennett Hotel by Gulfstream, Bernhard and Precision wall. They further complicate our already complicated need to reach project closeout. How do you proposed to address them?

Also, have not head back from you on my email to you dated 2/8/19, asking for specific information to be completed on the provided matrix, needed for me to make an initial determinate on the date of Substantial Completion.

Thx, Buck

[Quoted text hidden]

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DEFENDANT'S EXHIBIT 49

DEFENDANT LIBRARY ASSOCIATES, LLC'S

TRIAL EXHIBIT #51

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

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

Matrix
PROGRAM MANAGEMENT

322 Prince Street
Georgetown, SC
704-676-9996

March 14, 2019

Mr. Buck Lindsay
Winford Lindsay Architect
344 West Pike Street
Lawrenceville, GA 30046

Re: BBC Consolidated Claim Letter

Dear Buck:

Library Associates, LLC ("Owner") is now in receipt of documentation from the Contractor supporting the Consolidated Claim (Preliminary) submitted by Balfour Beatty Construction, LLC ("Contractor") on January 25, 2019. Winford Lindsay Architects ("Architect") was carbon copied on the submittal.

Given the extent of documents provided by the Contractor, the Owner requests 45 days to review the material and respond with its comments prior to your ruling on the claim. By requesting additional time to review the material, the Owner hereby in no way waives any rights under the contract documents with regard to its contesting all portions of the Contractor's Consolidated Claim or any other claim. The Owner would also request you to direct the Contractor to reestablish all folders previously included in the shared document control "Egnyte" site. This includes, but is not limited to, access to the Contractor's and subcontractor's Agreements, daily reports and punch lists as the Owner believes this information to be pertinent to the evaluation of the Contractor's Consolidated Claim.

The Owner submits this request is consistent with Section 4.4.2 of the A201 and the AOR's right to (1) request additional supporting data from the claimant or a response with supporting data from the other party.

The Owner will await your response pursuant to Section 4.4.2 of the A201.

Sincerely,

Jim Clements
Matrix Program Management Services, LLC.

CC: David Simonton – Balfour Beatty Construction
Jennifer Faulkinberry – Winford Lindsay Architect
Steve Eifert – SCG
Thomas Ryan – Metropolitan Life Insurance Co.
Kim Brown – Library Associates, LLC

DEFENDANT'S EXHIBIT 51

DEFENDANT LIBRARY ASSOCIATES, LLC'S

TRIAL EXHIBIT #52

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TAB 4

ALL-STATE LEGAL®
EXHIBIT
Dft
52

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

From: Starcevic, Nicholas
To: Eddie Carter
Cc: Alec Dooley (adooley@Balfourbeattyus.com); Spano, Tim; Daniel Ricci (DRicci@Balfourbeattyus.com); Marty Dale (mdale@balfourbeattyus.com); Eldridge, Johnny; Dorantes, Paola
Subject: FW: Meeting No. Sub-070 for Hotel at Marion Square [13026000] - Notice to Cure
Date: Wednesday, November 9, 2016 10:26:00 AM
Attachments: Meeting-Sub-070.0-Subcontractor_Meeting.htm
RFI Log 11.8.16.pdf
Submittal Log 11.8.16.pdf
MSH - Three Week Look Ahead 11.8.pdf
Importance: High

Eddie,

PASCO's onsite coordination has become a hot topic of late. My understanding is that PASCO's field staff is being directed to proceed with all install based on their uncoordinated shop drawings. We need to clarify a few things on how we got to this point and set a precedent moving forward.

- PASCO has not fully participated in BIM coordination nor fully modeled their scope of work. We need to be clear that this is a contractual obligation that PASCO did not fulfill. Due to this, the team has proceeded with modeling and PASCO will have to revise their drawings and model accordingly.
- Any and all changes for PASCO and other trades on L1 and L2 will be the responsibility of PASCO so long as other trades are installed per the BIM model.
- On L3-8, PASCO cannot proceed with install until **AFTER** other trades are installed since PASCO has not coordinated their scope of work with other trades. Any modifications to routing and/or other trades will be the responsibility of PASCO.

Additionally, PASCO needs to be fully represented onsite as part of your contractual obligation. We have concern that your onsite foreman is not decision maker nor does he take direction from BBC. We have tried to communicate the above with him, but he defers to offsite management (Eddie). It is imperative that there is someone onsite who actively participates in all coordination and sub meeting that can make decisions and take direction.

We should be complete with L9 modeling this week and will immediately move into coordinating PASCO's files in the BIM model. The submitted files need to be coordinated with the current BIM model prior to sending. Please confirm these have been submitted and coordinated with other trades.

Also, the attached is an official notice to cure based on the above information. We would like to meet onsite this week to come up with a game plan for resolution. Please advise if Friday, November 11 @ 10:30am will work.

Thanks,

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

www.balfourbeattyus.com | Facebook | Twitter | YouTube | LinkedIn

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

From: Alec Dooley [mailto:system@constructware.com]
Sent: Tuesday, November 08, 2016 6:31 PM
To: Dooley, Alec <adooley@Balfourbeattyus.com>; hazena@lithko.com; cvenable@oldnorthstatemasonry.com; cfrancke@gulfstreamconstruction.com; DWinovich@watsonelec.com; Ricci, Daniel <DRicci@Balfourbeattyus.com>; dtraub@bakerroofing.com; ECarter@pasco-inc.com; estoehr@mccgroup.com; Eldridge, Johnny <JEldridge@Balfourbeattyus.com>; jcagle@bakerroofing.com; beechj@lithko.com; kirkstephens@davidallen.com; Dale, Marty <mdale@balfourbeattyus.com>; mschneida@mccgroup.com; mtran@bakerroofing.com; mzinna@precisionwalls.com; Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>; rauben919@aol.com; quinnt@lithko.com; Spano, Tim <timspano@Balfourbeattyus.com>; twilliams@precisionwalls.com
Subject: Meeting No. Sub-070 for Hotel at Marion Square [13026000]
Team,
Please see the attached agenda and exhibits for supporting tomorrow's subcontractor meeting.
Thank you,
Alec Dooley | Senior Project Engineer
mobile: 704.614.4907 | email: adooley@balfourbeattyus.com Balfour Beatty Construction | 306 Meeting Street, Suite 300, Charleston, SC 29401| www.balfourbeattyus.com

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Balfour Beatty
Construction

Meeting Agenda

Project [13026000] - Hotel at Marion Square **View Date** 11/8/2016

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

Meeting No. Sub-070

Meeting Type	Subcontractor	**Date**	11/9/2016
Subject	Subcontractor Meeting	**Time**	8:00 AM ET
Prepared By	Alec Dooley	**Location**	BBC Jobsite Conference Room

Meeting Attendance

Company - Attendee	Required	Attended	Company - Attendee	Required	Attended
Baker Roofing Company - David Traub	☐	☐	David Allen Company, Inc. - Kirk Stephens	☐	☐
Baker Roofing Company - Jon Cagle	☐	☐	Gulf Stream Construction Company, Inc - Craig Francke	☐	☐
Baker Roofing Company - Michael Tran	☐	☐	Lithko Contracting Inc - Anthony Hazen	☐	☐
Balfour Beatty Construction, LLC - Alec Dooley	☐	☐	Lithko Contracting Inc - Josh Beech	☐	☐
Balfour Beatty Construction, LLC - Dan Ricci	☐	☐	Lithko Contracting Inc - Tim Quinn	☐	☐
Balfour Beatty Construction, LLC - John Eldridge	☐	☐	Old North State Masonry, LLC - Chip Venable	☐	☐
Balfour Beatty Construction, LLC - Marty Dale	☐	☐	Palmetto Automatic Sprinkler Company, Inc. - Eddie Carter	☐	☐
Balfour Beatty Construction, LLC - Nick Starcevic	☐	☐	Precision Walls Incorporated - Troy Williams	☐	☐
Balfour Beatty Construction, LLC - Tim Spano	☐	☐	Precision Walls, Inc. - Michael Zinna	☐	☐
Bernhard MCC, LLC - Eric Stoehr	☐	☐	Waterproofing Specialties, Inc. - Raunel Benitez	☐	☐
Bernhard MCC, LLC - Michael Schneida	☐	☐	Watson Electrical Construction Co., LLC - Dale Winovich	☐	☐

Ordered By Item No., Item Type

Item No.	Type	Category	Item Summary Agenda Details ***Desired Outcome***	Responsible Parties	Due Date
Sub 013-001			**Safety** Safety orientations daily at 7:00 AM except for Tuesday's (following safety meeting). PTPs need to be turned in every morning by 7:30. Platform ladders only. If a lull doesn't have a proximity alarm then it isn't allowed on site. Watch out for each other. No one works alone. Tuesday morning **7:00** meeting to discuss any safety concerns. Site access is limited. Make sure to close gates after you exit and enter. Any visitors need to sign a release and have all PPE. Controlled access zone. Need to emphasize maintaining 10ft between operating equipment and workers on site. Snow fence has been installed aroud the building perimeter. If there is any need to take down the fence, please replace it once finished.		

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			Dig permits are required before starting any excavatio: gital files have been sent to the subcontractors project managers. Hard copies are available in the BBC field office. Remember to call before you dig. **9/28/16 - Old North State will need to coordinate when they are laying block on the east elevation.** **10/26/16 - Reminder to consolidate debris if you can not get it out of the building.** **10/26/16 - Ninth floor handrails will need to be inspected and turned over once Lithko finishes scope on level 09.** **11/2/16 - Temporary electrical panels need at least three foot of clearance. No material is to be stored in front of panels.**		
Sub 013-002			**Quality Control** This is a 100 year building. Stress this to everyone in the field that this building is going to be around for a long time and to take pride in their work. **10/26/16 - BMCC to provide a survey of second floor sleeves out of walls for resolution.** **11/2/16 - BBC will be sending out notifications for B360F inspections next week.** • Piping, Ductwork (11/7) • Framing (11/8) • Electrical (11/10) • Fire Protection (11/11) 11/2/16 - Mechanical Engineer Field Report #1 to be uploaded into BIM360 once received.		
Sub 013-003			**Relationships** This is BBC's first project in downtown. Make us and yourselves look good. Do whatever you can to limit contact with pedestrians. If you see a better way to do something please bring it to Dan's attention. Plan ahead to get your materials in on Friday for any Saturday work because access will be limited. Saturday is the makeup day. **10/26/16 - Nobody is to take lunch or breaks between Hutson Alley and Embassy. If you want to leave the job to take a lunch break, please use the park.**		

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			11/2/16 - BBC has three certified buck hoist ope ; on site. They are Tommy, Latone, and Fletcher. **11/2/16 - Buckhoist coverage will be available from 6AM to 6PM. If other hours are needed, please coordinate with Daniel Ricci.**		
Sub 013-004			**General** All deliveries must be coordinated with Balfour Beatty. BBC reserves the right to turn away an unscheduled delivery. **10/19/16 - Structural Engineer, Mechanical Engineer, and Interior Designer have site visits scheduled for this week. BBC to distribute open issues from their inspections.** • 11/9 - Mechanical Field Report #1 has been issued and uploaded to BIM360Field. **10/19/16 - BBC to host BIM360Field training session the week of 10/24.** • **11/2/16 - BIM360 Training has been moved to 11/4.**		
Sub 013-005			**Schedule** **11/9/16 - Please see the attached three week look ahead.**		
Sub 013-006			**Lithko** Other subs need to protect slab if they're planning to work on it. Need to coordinate lay down areas. No room left on site.		

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Sub 013-007			**Gulf Stream** **11/2/16 - Gulf Stream not in attendance.**		
Sub 013-009			**PASCO** **10/19/16 - Pasco needs response to their RFI regarding lowering the sprinkler main.** **11/2/16 - PASCO not in attendance.**		
Sub 013-011			**BMCC** Design issues. **6/1/16 - Resolution needed for the overhead duct work at stair 4. Location and direction for a two hour rated access panel is needed.** • **10/5/16 - Layout has been given but clash coordination is not complete.** **7/13/16 - Coordination between Master Control Switch and Telkom needs to be completed.** • **8/24/16 - BMCC is pricing the Telkom system.** • **11/2/16 - BMCC is roughing in controls per the contract documents.** **7/13/16 - BMCC would like clarification on future plans to revise the Permit Set documents.** • **8/3/16 - Permit Set is to be resubmitted after MOD 7.**		

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

			10/12/16 - BMCC needs direction to release gues[illegible] plumbing fixtures. BBC has RFI's outstanding to address remaining items. P[illegible]g is being finalized. **10/12/16 - BMCC has submitted a revised Grilles, Registers, and Diffusers package. BBC to submit to WLA.**		
Sub 013-012			**Watson** Watson would like to remind everyone to take precaution around MC cable penetrating the slab. **9/28/16 - Lock Out Tag Out meeting will be scheduled before power is live. Date TBD.** **10/26/16 - Square D has found an issue with SI32. BBC to RFI.** **10/26/16 - Watson needs information to mount DW-06, DW-12, and DW-23.**		
Sub 013-013			**Waterproofing Specialties** **11/2/16 - WSI not in attendance.**		
Sub 013-014			**Precision Walls, Inc.** Please mark rough openings for MEP on the slab next to the bottom track. **10/19/16 - PWI needs direction for when they can start shaft walls. Marty Dale to coordinate with BMCC and their insulator.** **10/19/16 - PWI has submitted an RFI regarding the fire rating requirement at Camelia's lounge.** **10/26/16 - PWI is missing door frames on level 02. These are the decorative doors leading from prefunction to the ballrooms.** • **11/2/16 - BBC is directing PWI to leave a one foot gap for these door frames to proceed with framing.**		

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Sub 013-015			**Old North State Masonry**		
Sub 013-016			**David Allen Tile**		
Sub 013-017			**New Issues** **10/18/16 - Please contact Alec Dooley if you need to add company personnel to the Subcontractor distribution or BIM360 Field. A working email address is required to be added to both Constructware and BIM360Field** **11/9/16 - BMCC, BBC, and Lithko to meet directly following this meeting to discuss housekeeping/seismic pads on the ninth floor.**		
Sub 013-018			**RFIs** If an outstanding RFI response is overdue, and affecting the critical path, please email Nick Starcevic notifying BBC of the delay. **11/9/16 - Please see the attached RFI Log**		

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Sub 013-019			**Submittals** If an outstanding submittal response is overdue, and affecting the critical path, please email Nick Starcevic notifying BBC of the delay. **11/9/16 - Please see the attached Submittal Log**		

Any misrepresentations or incorrect statements or action items must be brought to the immediate attention of the individual preparing these notes listed above.

Supporting Documents

Document Type	Document	Open	Description	Date	Size (KB)
File	RFI Log 11.8.16.pdf		RFI Log 11.8.16.pdf	11/8/2016	126
File	Submittal Log 11.8.16.pdf		Submittal Log 11.8.16.pdf	11/8/2016	64
File	MSH - Three Week Look Ahead 11.8.pdf		MSH - Three Week Look Ahead 11.8.pdf	11/8/2016	45

Distribution

Recipient	Company	Method	Date
Alec Dooley	Balfour Beatty Construction, LLC	Email: adooley@balfourbeattyus.com	11/8/2016
Anthony Hazen	Lithko Contracting Inc	Email: hazena@lithko.com	11/8/2016
Chip Venable	Old North State Masonry, LLC	Email: cvenable@oldnorthstatemasonry.com	11/8/2016
Craig Francke	Gulf Stream Construction Company, Inc	Email: cfrancke@gulfstreamconstruction.com	11/8/2016
Dale Winovich	Watson Electrical Construction Co. LLC	Email: DWinovich@watsonelec.com	11/8/2016
Dan Ricci	Balfour Beatty Construction, LLC	Email: dricci@balfourbeattyus.com	11/8/2016
David Traub	Baker Roofing Company	Email: dtraub@bakerroofing.com	11/8/2016
Eddie Carter	Palmetto Automatic Sprinkler Company, Inc.	Email: ECarter@pasco-inc.com	11/8/2016
Eric Stoehr	Bernhard MCC, LLC	Email: estoehr@mccgroup.com	11/8/2016
John Eldridge	Balfour Beatty Construction, LLC	Email: jeldridge@balfourbeattyus.com	11/8/2016
Jon Cagle	Baker Roofing Company	Email: jcagle@bakerroofing.com	11/8/2016

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Jos ch	Lithko Contracting Inc	Email: beechj@lithko.com	1/8/2016
Kirk S ens	David Allen Company, Inc.	Email: kirkstephens@davidallen.com	11/8/2016
Marty Dale	Balfour Beatty Construction, LLC	Email: mdale@balfourbeattyus.com	11/8/2016
Michael Schneida	Bernhard MCC, LLC	Email: mschneida@mccgroup.com	11/8/2016
Michael Tran	Baker Roofing Company	Email: mtran@bakerroofing.com	11/8/2016
Michael Zinna	Precision Walls, Inc.	Email: mzinna@precisionwalls.com	11/8/2016
Nick Starcevic	Balfour Beatty Construction, LLC	Email: nstarcevic@balfourbeattyus.com	11/8/2016
Raunel Benitez	Waterproofing Specialties, Inc.	Email: rauben919@aol.com	11/8/2016
Tim Quinn	Lithko Contracting Inc	Email: quinnt@lithko.com	11/8/2016
Tim Spano	Balfour Beatty Construction, LLC	Email: timspano@balfourbeattyus.com	11/8/2016
Troy Williams	Precision Walls Incorporated	Email: twilliams@precisionwalls.com	11/8/2016

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Balfour Beatty
Construction

BBC - RFI Log - A/E

Project: [13026000] Hotel at Marion Square
BALFOUR BEATTY Owner Agreement
20-1627180 110668
Library Associates,

View Date: 11/8/2016 5:23 PM ET
Data Date: 11/8/2016 5:00 PM ET

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

RFI #	Subject	RFI Date	Due from A/E	Rcvd from A/E	Days Held	Days Overdue	Status
0228	Shutter Vertical Side Stile Width & Wind Load Capacity	11/17/2015	11/24/2015		357	350	Open
0626	Carolina Lantern Mounting Bracket	8/10/2016	8/17/2016		90	83	Open
0649	Carpet Seaming Diagrams	8/22/2016	8/29/2016		78	71	Open
0721	Guestroom Lav 1 Stop	10/3/2016	10/10/2016		36	29	Open
0722	Guestroom ST-1 Shower Trim	10/3/2016	10/10/2016		36	29	Open
0727	Managers Apartment Lighting Product Data	10/7/2016	10/14/2016		32	25	Open
0758	Elevator 3-4 8th Floor Rough Opening	11/1/2016	11/8/2016		7	0	Open
0760	Merkrete Vertical Transition Details	11/3/2016	11/10/2016		5		Open
0762	OFCI Light Fixtures DW-06 and DW-23	11/3/2016	11/10/2016		5		Open
0764	Camelias Lounge North Hornstrobe	11/4/2016	11/11/2016		4		Open

Report Total:

10

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A/E Submittal Log

Project: [13026000] Hotel at Marion Square

View Date: 11/8/2016 5:32 PM ET
Data Date: 11/8/2016 5:00 PM ET

Submittal #	Rev.	Package #	Description	Company	Sent to A/E	Due from A/E	Rcvd from A/E	A/E days held	Item Status
05 505-05	0	05 505	Marquis Canopy Framing	Miscellaneous Steel Industries, Inc.	10/29/2016	11/12/2016		10	For Approval
05 520-05	0	05 520	Ornamental Railings Shop Drawings	Tate Ornamental, Inc.	10/28/2016	11/11/2016		11	For Approval
07 116-01	0	07 116	Latex Mastic Elastomeric Deck Waterproofing Product Data	David Allen Company, Inc.	10/28/2016	11/11/2016		11	For Approval
08 411-06	3	08 411-06.3	Bronze Fenestration and Exit Doors Shop Drawings	Strong Tower Construction, LLC dba Koch Corporation	8/8/2016	8/22/2016		92	For Approval
09 100-06	0	09 100	Elevator Lobby Groin Vault Shop Drawings	Precision Walls, Inc.	11/7/2016	11/21/2016		1	For Approval
09 310-08	0	09 310	Exterior Tile Setting Material Product Data	David Allen Company, Inc.	10/28/2016	11/11/2016		11	For Approval
10 001-11	0	10 001	Manager's Apartment Appliances	Warco Construction, Inc.	10/19/2015	11/2/2015		386	For Approval
14 210-03	1	14 210	Gearless Electric Traction Passenger Elevator (1-5) Shop Drawings	Otis Elevator Company	10/28/2016	11/11/2016		11	For Approval
14 210-11	0	14 210	Etched Elevator Door Sample	Otis Elevator Company	8/12/2016	8/29/2016		85	For Approval
15 010-11	0	15 010	Level 05 Piping Shop Drawings	Bernhard MCC, LLC	10/24/2016	11/7/2016		15	For Approval
15 010-12	0	15 010	Level 06 Piping Shop Drawings	Bernhard MCC, LLC	10/24/2016	11/7/2016		15	For Approval
15 800-15	0	15 800	Grilles, Registers, and Diffusers Product Data	Bernhard MCC, LLC	10/25/2016	11/8/2016		14	For Approval
16 500-09	0	16 500	Revised Carolina Lanterns	Watson Electrical Construction Co. LLC	7/6/2016	7/13/2016		125	For Approval

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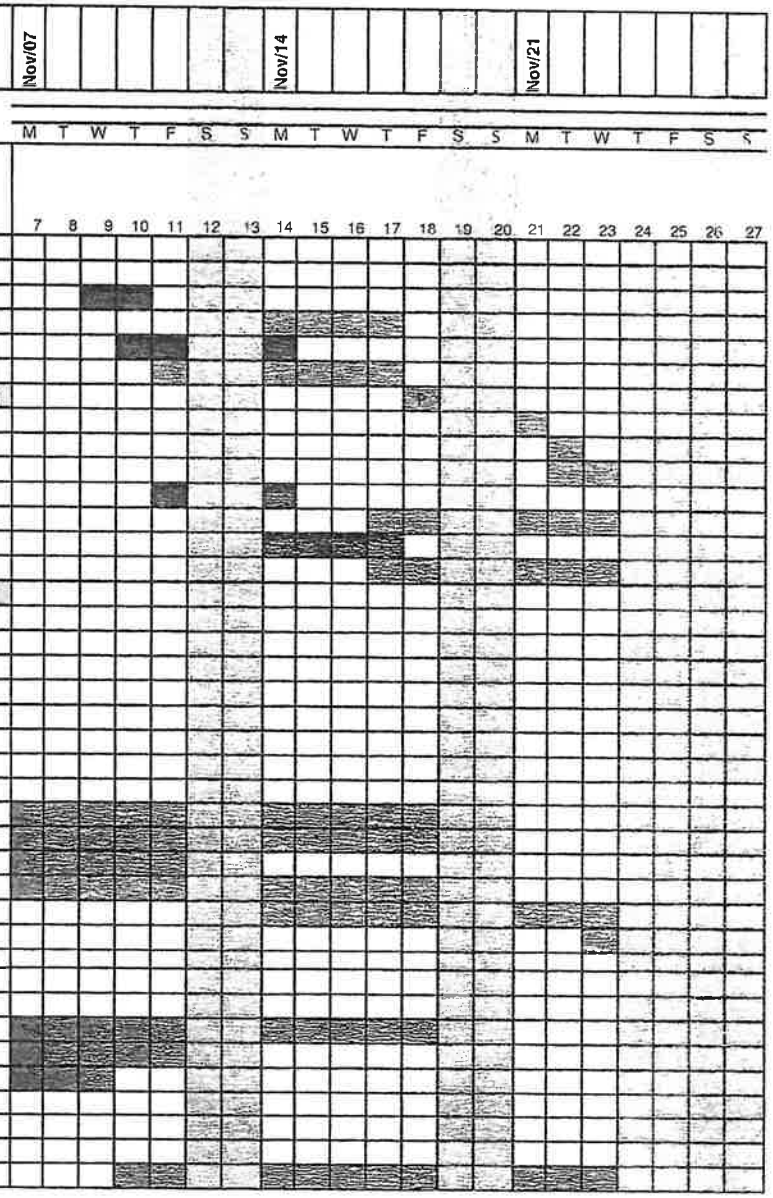
Marion Hotel Pull Planning 3 Week Lookahead

	Activity	Resp	Start	Finish
Structure				
Level 9 - West				
	MEP Layout	MCC/Watson	11/9/16	11/10/16
	Edgeform/hanging forms	Lithko	11/14/16	11/17/16
	Plumber Rough		11/10/16	11/14/16
	PT/Rebar/Electrical Rough	Lithko/MCC/Watso	11/11/16	11/17/16
	Pour	Lithko	11/18/16	11/18/16
	Strip Edge Form	Lithko	11/21/16	11/21/16
	Stress	Lithko	11/22/16	11/23/16
Level 9- East				
	MEP Layout	MCC/Watson	11/11/16	11/14/16
	Edgeform/hanging forms	Lithko	11/17/16	11/28/16
	Plumber Rough	MCC	11/14/16	11/17/16
	PT/Rebar/Electric Rough	Lithko/Watson	11/17/16	11/28/16
	Pour	Lithko	11/29/16	11/29/16
	Strip edge form	Lithko	11/30/16	11/30/16
	Stress	Lithko	12/1/16	12/1/16
Level 10 Vertical - West				
	Walls	Lithko	11/21/16	11/23/16
Level 10 Vertical - East				
	Elevator 6 Core		11/30/16	12/5/16
CMU				
	Install CMU Level 1 (Balance)	ONSM	7/25/16	11/18/16
	Install CMU Level 2 (Balance)	ONSM	8/15/16	11/18/16
	Install CMU Level 3	ONSM	10/10/16	11/11/16
	Install CMU Level 4	ONSM	10/17/16	11/18/16
	Level 6 Parapit East & West Walls	ONSM	11/14/16	11/29/16
	Install CMU Level 5	ONSM	11/23/16	12/8/16
Level 1 Exterior & Utilities				
	Sub Grade and Pour Sidewalk base East side to Embassy Suites		10/24/16	11/18/16
	Install area drains and Bollards at Compactor and pour Concrete		10/24/16	11/11/16
	Re-Set grease trap lid and brick up top		10/24/16	11/9/16
Lower Level- Parking				
3168	Prime Paint at Lower Level	Meritt	11/10/16	12/16/16



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	Prep and clean Sheet Piles - ready for paint	Meritt	11/10/16	12/16/16
	North East area at Laundry Prep and Paint	Meritt	11/10/16	12/16/16
Level 1 Spa and Retail				
2076	Wall Inspection	BBC	10/31/16	10/31/16
2078	Inulate and hang drywall	P-Walls	11/8/16	11/10/16
2082	Tape and finish walls	P-Walls	11/16/16	11/23/16
	Temp close Hopes Openings	BBC	11/10/16	11/11/16
2068	Install Ceiling framing	P-Walls	11/16/16	12/7/16
Lobby, Rotunda and Retail				
1996	Install Overhead Ductwork	MCC	11/1/16	11/11/16
2138	Wall Rough in Electric	Watson	9/14/16	11/3/16
2142	Wall Inspection	BBC	10/25/16	11/7/16
1998	Mechanical & Plumbing testing and insulation	MCC	10/24/16	11/1/16
	Temp close Hopes Openings	BBC	11/14/16	11/15/16
	Insulate and Hang drywall	P-Walls	11/16/16	11/21/16
2158	Overhead MEP inspections	MCC/Watson	11/16/16	
2146	Tape and Finish Drywall - Walls	P-Walls	11/21/16	12/2/16
2160	Install Ceiling framing Lobby and Rotunda	P-Walls	11/23/16	12/6/16
Back of House Area				
2244	In-Wall Inspections	BBC	10/31/16	11/7/16
2004	Insulate and Hang drywall	P-Walls	11/8/16	11/16/16
2168	Tape and Finish Drywall	P-Walls	11/14/16	11/23/16
2216	Install Ceiling framing	P-Walls	11/21/16	11/23/16
2170	Prime and Paint walls	Meritt	11/28/16	12/2/16
1st Floor Kitchen				
2256	Install overhead ductwork Inc Grease	MCC - K/W	10/20/16	11/3/16
2268	In- Wall Inspections	Watson/MCC/BBC	10/20/16	10/25/16
	Install Walk in Coolers	Tri-Mark	11/14/16	11/18/16
	Insulate and Hang drywall	P-Walls	11/8/16	11/11/16
	Tape and Finish Drywall	P-Walls	11/11/16	11/21/16
	Inspection of Grease duct	MCC/KW	11/14/16	11/14/16
	Install Duct Fire Wrap	MCC/KW	11/16/16	11/18/16
2292	Install ACT grid	P-Walls	11/22/16	12/2/16
Dining and Private Dining				
2312	Mechanical & Plumbing testing and Insulation	MCC - K/W	10/14/16	11/2/16
2324	In wall inspections	Watson/MCC/BBC	10/20/16	11/7/16
2326	Hang drywall, top out	P-Walls	11/8/16	11/15/16

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2016	Install Ceiling framing	P-Walls	11/14/16	11/18/16
	Temp Close Hopes openings	BBC	11/14/16	11/18/16
2334	Overhead Inspections MEP	MCC/Watson	11/23/16	
Camelia's Lounge				
2358	In- Wall Inspections	BBC	10/25/16	11/7/16
	Insulation and Hang drywall	P-Walls		
	Electric in-wall inspection	Watson	11/9/16	11/11/16
	Frame Furr Down Soffitt	P-Walls	11/15/16	11/18/16
4220	Install ceiling framing	P-Walls	11/18/16	11/23/16
Level 2				
2nd Floor Spa				
5218	Install In Wall Electric Rough in	Watson	10/13/16	11/11/16
5220	Install In Wall Plumbing Rough in	MCC	10/17/16	11/2/16
5206	Install overhead sprinkler Rough	PASCO	10/20/16	11/23/16
5216	Mechanical and Plumbing inulation and testing	MCC	10/24/16	11/8/16
5210	Install overhead ductwork	K/W	10/6/16	11/8/16
5226	Inwall Inspections	BBC	11/9/16	11/11/16
2028	Hang drywall walls	P-Walls	11/14/16	11/16/16
2372	Tape and finish drywall walls	P-Walls	11/17/16	11/23/16
Pre-Function and Ball Room				
5440	Install Inwall Plumbing Rough In	MCC	9/19/16	11/10/16
5438	Install In Wall Electric Rough In	Watson	9/20/16	11/2/16
2034	Hang and top out drywall	P-Walls	11/9/16	11/11/16
5452	In-Wall Inspections	BBC	11/14/16	11/14/16
	Insulate and hang walls	P-Walls	11/15/16	11/18/16
2nd Floor Kitchen				
10476	Install Overhead Sprinkler	Pasco	10/17/16	11/11/16
10480	Install Overhead Electric Rough In	Watson	10/18/16	11/4/16
10484	Install Overhead Ductwork	K/W	10/24/16	11/4/16
10488	Install Mechanical,Plumbing Testing and Insulation	MCC, K/W	10/28/2016	11/9/16
10482	Insulation & Blocking	P-Walls BBC	10/20/16	11/11/16
10486	Install in-wall plumbing rough	MCC	10/19/16	11/11/16
10490	Install in-Wall Electric rough in	Watson	10/19/16	11/11/16
10492	In wall Inspections	BBC	11/9/16	11/11/16
	Install Walk In Cooler.	Tri-Mark	11/14/16	11/18/16
10494	Hnag tape and finish drywall walls	P-Walls	11/21/16	11/30/16

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Level 3				
2750	Install Chill water Piping	MCC		
2310	Layout Level 3 walls.	P-Walls	10/25/16	11/9/16
2410	Install Hollow metal door Frames.	P-Walls	11/7/16	11/14/16
2420	Wall Furring and Inuslation and blocking	P-Walls	11/7/16	11/23/16

From: Starcevic, Nicholas
To: Leonce Vidal
Subject: RE: Manpower and Scope Add - HMS
Date: Tuesday, February 14, 2017 9:17:00 AM

Also, L6 was scheduled to start yesterday, please confirm you have adequate manpower to meet these dates.

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

www.balfourbeattyus.com | Facebook | Twitter | YouTube | LinkedIn

From: Starcevic, Nicholas
Sent: Tuesday, February 14, 2017 7:57 AM
To: 'Leonce Vidal' <lvidal@pasco-inc.com>
Cc: Marty Dale (mdale@balfourbeattyus.com) <mdale@balfourbeattyus.com>
Subject: Manpower and Scope Add - HMS
Importance: High

Leonce,

Pasco is falling being schedule and we need a few things addressed. The intent was to hang drywall ceilings on L1 yesterday, but we still do not have fire protection finals. What is going on here?
We also reached out to Jack about providing the flange at the basement fire line. He said you guys could do this, can you take a look and provide a price to complete this work?

Nick Starcevic | Project Manager
mobile: 704-361-3265 | email: NStarcevic@Balfourbeattyus.com
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From: Starcevic, Nicholas
To: Leonce Vidal
Cc: Eldridge, Johnny; Soano, Tim; Alec Dooley (adooley@Balfourbeattyus.com); Jeno Cossette (JCossette@Balfourbeattyus.com); Marty Dale (mdale@balfourbeattyus.com)
Subject: RE: Manpower and Scope Add - HMS
Date: Monday, March 6, 2017 1:59:00 PM
Importance: High

Leonce,
We're back in the same position of being behind on L4 and up the building. We need to man up and get through L7 by 3/20. In my opinion, you need 3 crews out here working on all 3 floors to hit these dates. Please respond with your plan to get caught back up and finished OH rough in by 3/20 thru L7.
L5 OH Rough In Act ID 8814 – 2/28 to 3/8
L6 OH Rough In Act ID 9264 - 2/27 – 3/20
L7 OH Rough In Act ID 9714 – 2/22 - 3/15

Nick Starcevic | Project Manager
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Balfour Beatty Construction | 306 Meeting St. Suite 300, Charleston, SC 29401

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From: Leonce Vidal [mailto:lvidal@pasco-inc.com]
Sent: Tuesday, February 14, 2017 9:29 AM
To: Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>
Subject: Re: Manpower and Scope Add - HMS
Level one is getting air and water starting Friday last week. Yesterday the had caught all air leaks and was putting water on. Once confirmed there is no leaks a final will be called in. We will have to make adjustments in the oval shaped room now that lights are being installed.
L6 is about to be started. We have had an illness running through our crews the last two weeks. We will meet schedule with finishing L6.

Sent from my iPad

On Feb 14, 2017, at 9:21 AM, Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com> wrote:

> Also, L6 was scheduled to start yesterday, please confirm you have adequate manpower to meet these dates.
>
> **Nick Starcevic** | Project Manager
> mobile: 704-361-3265 | email: NStarcevic@Balfourbeattyus.com
> Balfour Beatty Construction | 306 Meeting St. Suite 300, Charleston, SC 29401
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From: Starcevic, Nicholas
Sent: Tuesday, February 14, 2017 7:57 AM
To: 'Leonce Vidal' <lvidal@pasco-inc.com>
Cc: Marty Dale (mdale@balfourbeattyus.com) <mdale@balfourbeattyus.com>
Subject: Manpower and Scope Add - HMS
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From: Starcevic, Nicholas
To: Leonce Vidal; Todd Jeffers
Cc: Eldridge, Johnny; Spano, Tim; Dooley, Alec; Cossette, Jeno; Dale, Marty
Subject: RE: Manpower and Scope Add - HMS
Date: Tuesday, March 14, 2017 9:00:00 AM
Importance: High

Leonce,
L6 is a 2 weeks behind with no available manpower and we also need guys in the basement and L5. It was agreed with your superintendent that you need two additional crews onsite to get caught up and stay up to speed through your testing through 8. Consider this a notice to cure and get additional manpower onsite within 48 hours.

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

www.balfourbeattyus.com | Facebook | Twitter | YouTube | LinkedIn

From: Leonce Vidal [mailto:lvidal@pasco-inc.com]
Sent: Monday, March 06, 2017 4:18 PM
To: Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>; Todd Jeffers <TJeffers@pasco-inc.com>
Cc: Eldridge, Johnny <JEldridge@Balfourbeattyus.com>; Spano, Tim <timspano@Balfourbeattyus.com>; Dooley, Alec <adooley@Balfourbeattyus.com>; Cossette, Jeno <JCossette@Balfourbeattyus.com>; Dale, Marty <mdale@balfourbeattyus.com>
Subject: RE: Manpower and Scope Add - HMS
Nicholas
This should be achievable with the men we have out there. Todd and I will reevaluate at the end of this week and if more crews are needed we will send them out there.

From: Starcevic, Nicholas [mailto:NStarcevic@Balfourbeattyus.com]
Sent: Monday, March 06, 2017 2:00 PM
To: Leonce Vidal <lvidal@pasco-inc.com>
Cc: Eldridge, Johnny <JEldridge@Balfourbeattyus.com>; Spano, Tim <timspano@Balfourbeattyus.com>; Dooley, Alec <adooley@Balfourbeattyus.com>; Cossette, Jeno <JCossette@Balfourbeattyus.com>; Dale, Marty <mdale@balfourbeattyus.com>
Subject: RE: Manpower and Scope Add - HMS
Importance: High
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L6 OH Rough In Act ID 9264 - 2/27 – 3/20
L7 OH Rough In Act ID 9714 – 2/22 - 3/15

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Nick Starcevic | Project Manager
[illegible] NStarcevic@Balfourbeattyus.com
Balfour Beatty Cons[illegible] Suite [illegible]

www.balfourbeattyus.com | Facebook | Twitter | YouTube | LinkedIn

From: Leonce Vidal [mailto:lvidal@pasco-inc.com]
Sent: Tuesday, February 14, 2017 9:29 AM
To: Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>
Subject: Re: Manpower and Scope Add - HMS

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Sent from my iPad

On Feb 14, 2017, at 9:21 AM, Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com> wrote:

> Also, L6 was scheduled to start yesterday, please confirm you have adequate manpower to meet these dates.
>
> **Nick Starcevic** | Project Manager
> mobile: 704-361-3265 | email: NStarcevic@Balfourbeattyus.com
> Balfour Beatty Construction | 306 Meeting St. Suite 300, Charleston, SC 29401
>
> www.balfourbeattyus.com | Facebook | Twitter | YouTube | LinkedIn
>
> **From:** Starcevic, Nicholas
> **Sent:** Tuesday, February 14, 2017 7:57 AM
> **To:** 'Leonce Vidal' <lvidal@pasco-inc.com>
> **Cc:** Marty Dale (mdale@balfourbeattyus.com) <mdale@balfourbeattyus.com>
> **Subject:** Manpower and Scope Add - HMS
> **Importance:** High
>
> Leonce,
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Nick Starcevic | Project Manager
mobile: 704-361-3265 | email: NStarcevic@Balfourbeattyus.com
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ELECTRONICALLY FILED - 2023 May 16 9:41 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

From: Starcevic, Nicholas
To: Leonce Vidal
Cc: Spano, Tim; Alec Dooley (adooley@balfourbeattyus.com); Sandeen, Jeff; Marty Dale (mdale@balfourbeattyus.com); Jeno Cossette (JCossette@Balfourbeattyus.com); Sandeen, Jeff; dsmith@pasco-inc.com
Subject: 13026000-004-02 PASCO Demand for Cure
Date: Wednesday, March 15, 2017 10:17:00 AM
Attachments: CONSTRUCTION LOGISTICS PLAN 3.14.17.pdf
13026000-004-02 PASCO Demand for Cure.pdf

Leonce,

See attached Notice of Demand for Cure for the Hotel at Marion Square. Per yesterday's meeting onsite, there are a handful of issues that need to be addressed, see below.

1. Clean Up –
    a. Clean all working spaces daily. All areas you are currently working need to be broom swept and trash disposed of daily. No exceptions.
    b. Neatly organize, stacked, and locate material as indicated on the attached logistics plan. This is mandatory and must be strictly adhered to.
    c. Remove all excess material from the site by COB 3/17/17.
    d. Only bring material that will be used in the next two weeks to the project, all other material will be rejected.
2. Schedule –
    a. It is evident that PASCO needs additional manpower onsite. Please provide a manpower count and recovery schedule to show your plan to get back on schedule.

i. Include all rough in, testing and inspection dates through L9.

3. Material Delivery
    a. All material deliveries are to be coordinated with Jeno Cossette or Marty Dale.
    b. Any rigging, equipment, etc needed for the deliveries is to be provided by PASCO. BBC does not provide rigging, equipment, or labor to assist with material deliveries.

Do not hesitate to contact me if you have any questions or concerns.

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From: Starcevic, Nicholas
To: Spano, Tim; Michael McGregor
Cc: Derek Goodpaster; Dooley, Alec; Dale, Marty; Todd Jeffers
Subject: PASCO - Need more manpower - HMS
Date: Tuesday, January 23, 2018 9:35:00 AM
Attachments: image001.jpg
Importance: High

Pasco team,

It is apparent the current manpower onsite cannot keep up with work available. You continue to hold up the critical path so maintaining a 4 man crew for 40 hours a week is not cutting it. Unfortunately, we're at the point of putting PASCO on default notice. We need to know what you're doing to cure this issue.

Thanks,

Nick Starcevic | Project Manager
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From: Spano, Tim
Sent: Tuesday, January 23, 2018 6:43 AM
To: Michael McGregor <MMcGregor@pasco-inc.com>
Cc: Derek Goodpaster <dgoodpaster@pasco-inc.com>; Dooley, Alec <adooley@Balfourbeattyus.com>; Dale, Marty <mdale@balfourbeattyus.com>; Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>
Subject: front porch heads

Michael, The front porch heads not being set are delaying hanging that ceiling. That porch was cleared for access a week ago Monday. Make sure that Will gets these done today. I know that 5th floor portals are a hot item also that y'all started yesterday. We are working on the checklist you sent for startup. Thanks

Tim Spano | Sr. Project Manager **Carolina's**
office: 843.974.4590 | mobile: 813.917.1656 | email:timspano@balfourbeattyus.com
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cid:image001.jpg@01D09EDA.62E61790

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From: Mike Mcgregor
To: Spano, Tim; Todd Jeffers; Derek Goodpaster
Cc: Starcevic, Nicholas; Simonton, David
Subject: Re: Manpower and schedule - PASCO QC inspection Issues
Date: Tuesday, March 6, 2018 12:11:31 PM
Attachments: image001.jpg

Tim-

As per our conversation this morning, here is the list of rooms Pasco needs to readjust sprinkler heads in. I apologize for the miscommunication, it was not intentional and will not happen again. Floors 8 thru 5 are complete and we are almost done on 4. 3rd floor will be next and Pasco will need to fix heads in,,
307. 317. 331. 346
305. 324. 333. 349
303. 323. 337
308. 325. 345
310. 327. 344

This list dose not include rooms we need to change painted heads in, I will have you that list by end of day, today. Please know we are exhausting every option to not cut sheet rock. Thank you.

Sent from my Verizon, Samsung Galaxy smartphone

-------- Original message --------
From: "Spano, Tim" <timspano@Balfourbeattyus.com>
Date: 3/5/18 10:43 AM (GMT-05:00)
To: Mike Mcgregor <MMcGregor@pasco-inc.com>, Todd Jeffers <TJeffers@pasco-inc.com>, Derek Goodpaster <dgoodpaster@pasco-inc.com>
Cc: "Starcevic, Nicholas" <NStarcevic@Balfourbeattyus.com>, "Simonton, David" <dsimonton@balfourbeattyus.com>
Subject: FW: Manpower and schedule - PASCO QC inspection Issues

Gentlemen, It has come to my attention this morning that you have sent a QC foreman per my request highlighted below that walked the building this Saturday for issues. 11 men are on site this morning for one crew in the basement working on the fire pump completion, one crew completing stair 4 stand pipe and one crew going back to floors 3-8, re-cutting holes again and adjusting head depths all through the building, wrong temperature rating heads and numerous heads missing on multiple floors. We want a list of every head getting re-cut and every room that has to have new heads installed that will require this entire building to look like Swiss cheese when you are done. The ramifications of this re-work are devastating when we have just substantially completed floors 3-5 and have finishes going in on floors 1 & 2. The worst thing about all of this is that I had to hear this from my guys this morning because you have men on the fifth floor cutting holes in finished rooms. Where is the communication we discussed in our meeting after the email below was sent? My team is now jumping around to deal with these repairs without a heads up from your management. There will be patching, painting and complete room cleaning charges associated with this re-work not to mention delays to completing rooms now.

Tim Spano | Sr. Project Manager **Carolina's**
office: 843.974.459[illegible] | [illegible] 813.917.1656 | em[illegible] timspano@balfourbeattyus.com
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cid:image001.jpg@01D09EDA.62E61790

From: Spano, Tim
Sent: Thursday, February 22, 2018 11:26 AM
To: Todd Jeffers <TJeffers@pasco-inc.com>; Derek Goodpaster <dgoodpaster@pasco-inc.com>; Michael McGregor <MMcGregor@pasco-inc.com>
Cc: Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>; Simonton, David <dsimonton@balfourbeattyus.com>
Subject: Manpower and schedule
Importance: High

Gentlemen, You are aware that we have been screaming for more manpower and it was extremely evident today at the schedule meeting. Our schedule had the 3rd floor completing on 2/19 but as of yesterday and today PASCO is cutting holes in finished ceilings and re-piping sprinklers. We were told by Pasco that y'all were completed with rough on these floors months ago and were inspected, then y'all came back and cut holes to redo concealed heads and after we punched all drywall, you are now cutting and working all over finished materials. This is ridiculous! Get enough workers and supervision here to go through every floor with plans and fix your issues now! We are locking these rooms and turning over. Looking in Spa retail, you are missing heads and will have to cut more holes on lower floors. Get a QC supervisor to walk room to room. Who knows what we are in for when we pressurize this system that is merely weeks away. I'm meeting with the Fire Marshall Monday about TCO and the timing of having the system tested and we better make the dates. Get enough manpower here!

Tim Spano | Sr. Project Manager **Carolina's**
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cid:image001.jpg@01D09EDA.62E61790

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From: Mike Mcgregor
To: Starcevic, Nicholas; Spano, Tim; Derek Goodpaster
Cc: Todd Jeffers; Simonton, David; Scotty Mill
Subject: RE: Manpower - HMS
Date: Friday, March 16, 2018 11:51:30 AM
Attachments: image005.jpg
image006.jpg
image007.jpg
image008.jpg
image009.jpg
image010.jpg
image011.jpg

Nick-

Before leaving Marion, yesterday. I spoke with Tim about PASCO's plan for 1st floor elevator lobby. PASCO will have a 4 man crew demoing and re-installing this branch line, Monday morning. Tim was going to reach out to the elevator contractor in regards to the heads at the bottom of the elevator pits, I have not yet received a response. PASCO will demo the branch line feeding the pits but not re-install until we have an answer if heads are needed. If the heads are needed in the pits PASCO will need one day to install. I understand your concerns for this work to be complete, PASCO will have our branch line demoed and re-installed for Tuesdays inspection.
Nick please feel free to reach out to me directly with any questions or concerns. I am available 24/7

From: Starcevic, Nicholas [mailto:NStarcevic@Balfourbeattyus.com]
Sent: Friday, March 16, 2018 11:33 AM
To: Mike Mcgregor <MMcGregor@pasco-inc.com>; Spano, Tim <timspano@Balfourbeattyus.com>; Derek Goodpaster <dgoodpaster@pasco-inc.com>
Cc: Todd Jeffers <TJeffers@pasco-inc.com>; Simonton, David <dsimonton@balfourbeattyus.com>; Scotty Mill <smill@pasco-inc.com>
Subject: RE: Manpower - HMS
Importance: High

Mike –You told us multiple times that you would be starting on the L1 Elevator Lobby rework this week, but it has not started and no one is onsite today. The overhead inspection is called for Tuesday and you have more than 1 days' worth of work. You need a full crew here today, tomorrow and possibly Sunday to complete this work, let alone the other open areas on the project. If it is not ready by noon on Monday, we will call off the inspection and continue to hold PASCO liable for the delay. Do not damage that ceiling, it is extremely expensive and long lead time for the custom studs. Below you state that PASCO understands what is needed to finish the project, but no one is onsite today and you do not plan to work on this project this weekend. We also did not know that you cut the crew's hours to 8hrs/day when you went to 5 days per week. This totally defeats the purposes of the conversations we had weeks ago about manning up and completing the project. Not only did you go back and cut recessed heads into almost every guestroom, you have now gone back and cut over 100 holes in finished that we just patched for you, again. Pasco will be held responsible for the costs and delays.
Scotty – I'm not sure you understand the impact this has on the job, but Tim and I tried to call you. This has been going on for too long and someone at PASCO needs to make a decision to make this job a priority.
Thanks,

Nick Starcevic | Project Manager

[illegible] | email: NStarcevic@Balfourbeattyus.com
Balfour Beatty [illegible] | [illegible] Meeting St., Suite 300, Charleston, SC [illegible]

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From: Mike Mcgregor [mailto:MMcGregor@pasco-inc.com]
Sent: Friday, March 09, 2018 10:25 AM
To: Spano, Tim <timspano@Balfourbeattyus.com>; Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>; Derek Goodpaster <dgoodpaster@pasco-inc.com>
Cc: Todd Jeffers <TJeffers@pasco-inc.com>; Simonton, David <dsimonton@balfourbeattyus.com>
Subject: RE: Manpower - HMS

Tim-
PASCO understands what we need to do to finish this project. We have guys working today and we have the man power we need to finish our scope onsite during the week.

From: Spano, Tim [mailto:timspano@Balfourbeattyus.com]
Sent: Friday, March 9, 2018 9:27 AM
To: Mike Mcgregor <MMcGregor@pasco-inc.com>; Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>; Derek Goodpaster <dgoodpaster@pasco-inc.com>
Cc: Todd Jeffers <TJeffers@pasco-inc.com>; Simonton, David <dsimonton@balfourbeattyus.com>
Subject: RE: Manpower - HMS

The grape vine says the other two crews have another job they went to that they can only work on Fridays, Saturdays and Sundays. This is the only job in town!

Tim Spano | Sr. Project Manager **Carolina's**
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cid:image001.jpg@01D09EDA.62E61790

From: Mike Mcgregor [mailto:MMcGregor@pasco-inc.com]
Sent: Friday, March 09, 2018 8:55 AM
To: Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>; Derek Goodpaster <dgoodpaster@pasco-inc.com>
Cc: Todd Jeffers <TJeffers@pasco-inc.com>; Spano, Tim <timspano@Balfourbeattyus.com>; Simonton, David <dsimonton@balfourbeattyus.com>
Subject: Re: Manpower - HMS

Nick-
I'm making some phone calls I'll get back with you shortly.
Sent from my Verizon, Samsung Galaxy smartphone
-------- Original message --------

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From: "Starcevic, Nicholas" <NStarcevic@Balfourbeattyus.com>
Date: 3/9/18 8:48 AM (GMT-05:00)
To: Derek Goodpaster <dgoodpaster@pasco-inc.com>, Mike Mcgregor <MMcGregor@pasco-inc.com>
Cc: Todd Jeffers <TJeffers@pasco-inc.com>, "Spano, Tim" <timspano@Balfourbeattyus.com>, "Simonton, David" <dsimonton@balfourbeattyus.com>
Subject: Manpower - HMS

PASCO – There are only 3 people onsite. Why did we decrease and where are the other 7?

Nick Starcevic | Project Manager
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From: Starcevic, Nicholas
To: Michael McGregor
Cc: smill@nasco-inc.com; Derek Goodnaster; Spano, Tim; Alec Dooley (adooley@Balfourbeattyus.com); Simonton, David; Todd Jeffers
Subject: Fire Pump Start Up - Notification
Date: Wednesday, April 4, 2018 7:55:00 AM
Importance: High

Michael,

Following up our conversation last night regarding the fire pump startup date. PASCO needs to be aware that if we push date from 4/10 to 4/16, there will be a significant schedule and cost impact. This activity is directly tied to the critical path in that it starts the sequence of stocking the building. There are warehousing costs, GCs, sub impacts, etc that are all tied to this date hence the 2 month notification and critical weekly update meetings. PASCO needs to do everything in their power to hold this date.

Please provide an update today.

Thanks,

Nick Starcevic | Project Manager
mobile: 704-361-3265 | email: NStarcevic@Balfourbeattyus.com
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From: Starcevic, Nicholas
To: Mike Mcgregor
Cc: Spano, Tim; Todd Jeffers; Dale, Marty
Subject: RE: L2 chute room
Date: Friday, April 6, 2018 11:13:00 AM
Attachments: Hotel at Marion Square - Correspondence00122 - Schedule Update 101717.msg

See the last one distributed. All scheduling adjustments are done in the pull planning meetings.

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From: Mike Mcgregor [mailto:MMcGregor@pasco-inc.com]
Sent: Friday, April 06, 2018 11:08 AM
To: Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>
Cc: Spano, Tim <timspano@Balfourbeattyus.com>; Todd Jeffers <TJeffers@pasco-inc.com>; Dale, Marty <mdale@balfourbeattyus.com>
Subject: Re: L2 chute room

Can you please send me the schedule.
Sent from my Verizon, Samsung Galaxy smartphone
-------- Original message --------
From: "Starcevic, Nicholas" <NStarcevic@Balfourbeattyus.com>
Date: 4/6/18 11:01 AM (GMT-05:00)
To: Mike Mcgregor <MMcGregor@pasco-inc.com>
Cc: "Spano, Tim" <timspano@Balfourbeattyus.com>, Todd Jeffers <TJeffers@pasco-inc.com>, "Dale, Marty" <mdale@balfourbeattyus.com>
Subject: Re: L2 chute room
PASCO is once again not working on a Friday and Saturday. This continues to be a problem and a major concern, and a commitment that you made to have pressure on the building this week. When is PASCO going to step up and put forth the necessary manpower to maintain the schedule?

Nick Starcevic | Balfour Beatty Construction
Cell: 704.361.3265

On Apr 6, 2018, at 10:55 AM, Mike Mcgregor <MMcGregor@pasco-inc.com> wrote:

> Nick-
> We are not going to start testing half way through a day. No one is onsite.
> We will start testing first thing Monday morning.
> Sent from my Verizon, Samsung Galaxy smartphone
> -------- Original message --------
> From: "Starcevic, Nicholas" <NStarcevic@Balfourbeattyus.com>
> Date: 4/6/18 10:52 AM (GMT-05:00)

To: Mike Mcgregor <MMcGregor@pasco-inc.com>
Cc: "Spano, Tim" <timspano@Balfourbeattyus.com>, Todd Jeffers <TJeffers@pasco-inc.com>, "Dale, Marty" <mdale@balfourbeattyus.com>
Subject: Re: L2 chute room
Ok, do it today.
Thanks,

Nick Starcevic
direct: 704.361.3265 | email:nstarcevic@balfourbeattyus.com
Sent from my iPad

On Apr 6, 2018, at 10:51 AM, Mike Mcgregor <MMcGregor@pasco-inc.com> wrote:

> Portals, 844 change order, finishing the basement.
> Sent from my Verizon, Samsung Galaxy smartphone
> -------- Original message --------
> From: "Starcevic, Nicholas" <NStarcevic@Balfourbeattyus.com>
> Date: 4/6/18 10:38 AM (GMT-05:00)
> To: Mike Mcgregor <MMcGregor@pasco-inc.com>
> Cc: "Spano, Tim" <timspano@Balfourbeattyus.com>, Todd Jeffers <TJeffers@pasco-inc.com>, "Dale, Marty" <mdale@balfourbeattyus.com>
> Subject: Re: L2 chute room
> It was supposed to happen yesterday. What's the deal?
>
> Nick Starcevic | Balfour Beatty Construction
> Cell: 704.361.3265
>
> On Apr 6, 2018, at 10:36 AM, Mike Mcgregor <MMcGregor@pasco-inc.com> wrote:
>
>> Not at this time.
>> Sent from my Verizon, Samsung Galaxy smartphone
>> -------- Original message --------
>> From: "Spano, Tim" <timspano@Balfourbeattyus.com>
>> Date: 4/6/18 10:29 AM (GMT-05:00)
>> To: Mike Mcgregor <MMcGregor@pasco-inc.com>
>> Cc: Todd Jeffers <TJeffers@pasco-inc.com>, "Dale, Marty" <mdale@balfourbeattyus.com>, "Starcevic, Nicholas" <NStarcevic@Balfourbeattyus.com>
>> Subject: Re: L2 chute room
>> Is air on the system to hold over the weekend and get water on it Next week before test?
>>
>> Sent from my iPhone
>>
>> On Apr 6, 2018, at 10:10 AM, Mike Mcgregor <MMcGregor@pasco-inc.com> wrote:
>>
>>> Pasco is not onsite. We will remove our

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material. Monday.
Sent from my Verizon, Samsung Galaxy smartphone
-------- Original message --------
From: "Spano, Tim"
<timspano@Balfourbeattyus.com>
Date: 4/6/18 9:54 AM (GMT-05:00)
To: Mike Mcgregor <MMcGregor@pasco-inc.com>, twilliams@precisionwalls.com
Cc: "Dale, Marty"
<mdale@balfourbeattyus.com>
Subject: L2 chute room
Clear materials and Baker today or I have to tomorrow. Painting tomorrow before epoxy next week.

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From: Nick Starcevic
To: Dooley, Alex; bayn@floodingservicesinc.com; benjamin.schneider@olis.com; wbrittell@watsonelec.com; BKrsitzioff@pringservicesinc.com; cdharwell@gmail.com; cclubb@watsonelec.com; c.hunnicut@lmisysteminc.com; cvenable@oldnorthstalomasonry.com; clacour@davidallen.com; cfrancke@gulfstreamconstruction.com; DWingovich@watsonelec.com; davel@wondoor.com; daved@bernhardmcc.com; dfarmer@watsonelec.com; David@lccm.com; dtraub@bakerroofing.com; david@premierexteriorsllc.com; dkromel@bakerroofing.com; dcovert@bernhardmcc.com; doug.ford@skylinesteel.com; estoehr@bernhardmcc.com; gcerra@precisionwalls.com; greg@chesterpools.com; jkenna@heedesoutheast.com; jwarren@warcoconstruction.com; jbyrnes@ses-sc.com; Eldridge, Johnny; jcagle@bakerroofing.com; josephheath@davidallen.com; beechi@lithko.com; jigga571978@gmail.com; jballard@gulfstreamconstruction.com; keithc@chesterpools.com; ktownley@tateornamental.com; kwcox@maxsonassociates.com; ken.hummel@kochcorporation.com; krogers@cookandboardman.com; larry.vlhlidal@kochcorporation.com; ldarre@wondoor.com; lvidal@pasco-inc.com; lge@pleasantplaces.com; martin@seas-tr.com; marty@parkermarine.net; Dale, Marty; mayankdagliya@davidallen.com; mschneida@bernhardmcc.com; mzinna@precisionwalls.com; mike@mccallbro.com; npeak@warcoconstruction.com; Starcevic, Nicholas; pamend@bernhardmcc.com; pauldustin@glass1st.net; peggy.grover@kochcorporation.com; pgarcia@bernhardmcc.com; robq@wsi-nc.com; nolenr@lithko.com; rwever@bernhardmcc.com; rmkenney@rikenney.com; rwilliams@bernhardmcc.com; Ledford, Ryan; sam@seas-tr.com; sbullock@trimarkusa.com; scottm@meritnow.com; Sharris@tateornamental.com; Pienlak, Shanti; smuenow@maxsonassociates.com; Zanowski, Steven; estimating@eliteawnings.net; Spano, Tim; twilliams@precisionwalls.com; zcole@msikyle.com
Subject: Hotel at Marion Square - Correspondence:00122 - Schedule Update 10/17/17
Date: Wednesday, November 1, 2017 9:25:28 AM
Attachments: Correspondence-00122.0-Schedule_Update_10_17_17.htm
MSH-033 3 Week Lookahead.pdf
MSH-033 Critical Path Schedule 10-17-17.pdf
MSH-033 Detailed Project Schedule 10-17-17.pdf

All

See 10/17/17 schedule for your use and coordination.

Thanks,

Nick Starcevic | Balfour Beatty Construction
m: 704.361.3265
nstarcevic@balfourbeattyus.com
306 Meeting St. . Suite 300
Charleston, SC 29401

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

From: Starcevic, Nicholas
To: Mike Mcgregor
Cc: Paul Amend; Spano, Tim; Dooley, Alec; Derek Goodpaster
Subject: RE: BMCC PCO 240 HFCU Drain Replacement Rooms 326 & 415
Date: Monday, April 23, 2018 12:57:00 PM
Attachments: image001.jpg
image002.jpg
image003.jpg
image004.png

Mike,
I'll let Paul (BMCC) respond on the cost. As the contract holder, we have an obligation to facilitate BMCC's request to back charge PASCO so we're bring both parties to the table. Whatever is resolved between both parties, we will process. However, BMCC will not delay the project or room turnover waiting on this change order to be resolved.

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

www.balfourbeattyus.com | Facebook | Twitter | YouTube | LinkedIn

From: Mike Mcgregor [mailto:MMcGregor@pasco-inc.com]
Sent: Monday, April 23, 2018 11:58 AM
To: Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>
Cc: Paul Amend <pamend@bernhardmcc.com>; Spano, Tim <timspano@Balfourbeattyus.com>; Dooley, Alec <adooley@Balfourbeattyus.com>; Derek Goodpaster <dgoodpaster@pasco-inc.com>
Subject: RE: BMCC PCO 240 HFCU Drain Replacement Rooms 326 & 415
Nick-
Is the $476.99 for unit 326 or both 326 and 415?
PASCO agrees we found the leak in unit 326 But we do not feel we caused this leak. However if BBC feels it necessary to charge a trade PASCO agrees to the charge of $238.49 the price to replace damages in unit 326. PASCO does not admit guilt, But to keep this project moving forward we will do what BBC feels appropriate.
Thank you,

Mike McGregor
Project Manager
Palmetto Automatic Sprinkler Co. Inc.
118 Bee Street
Ladson, SC 29456
BL #: FSC.1810
PH: 843-879-9641
FAX: 843-879-9732
Cell: 843-296-1792
Check out our new website: www.pasco-inc.com

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From: Starcevic, Nicholas [mailto:NStarcevic@Balfourbeattyus.com]
Sent: Monday, April 23, 2018 11:15 AM
To: Mike Mcgregor <MMcGregor@pasco-inc.com>
Cc: Paul Amend <pamend@bernhardmcc.com>; Spano, Tim <timspano@Balfourbeattyus.com>; Dooley, Alec <adooley@Balfourbeattyus.com>
Subject: FW: BMCC PCO 240 HFCU Drain Replacement Rooms 326 & 415

Michael

BMCC has asked that we facilitate payment on this back charge. See attached and please respond accordingly.

Paul – There is no OH&P on back charges. Management and superintendence are typically not allowed on B/C and CORs unless a schedule extension is necessary. However, if PASCO accepts the full value of the B/C we'll issue that amount to BMCC.

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

www.balfourbeattyus.com | Facebook | Twitter | YouTube | Linkedin

From: Paul Amend [mailto:pamend@bernhardmcc.com]
Sent: Monday, April 23, 2018 10:27 AM
To: Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>; Dooley, Alec <adooley@Balfourbeattyus.com>
Cc: Phil Garcia, Jr <pgarcia@bernhardmcc.com>; Robert Weyer <rweyer@bernhardmcc.com>
Subject: BMCC PCO 240 HFCU Drain Replacement Rooms 326 & 415

Gentlemen,

Please see attached PCO related to damaged HFCU's. Please issue a change order and we will order these parts.

Paul Amend

Bernhard

133 Southcenter Ct, Suite 1000
Morrisville, NC 27560

(984) 242-1626 direct
(919) 422-9653 mobile
www.bernhard.com

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From: Starcevic, Nicholas
To: Spano, Tim; Mike McGregor Pasco; dgoodpaster@pasco-inc.com; TJeffers@pasco-inc.com
Cc: Dale, Marty; Simonton, David; Dooley, Alec
Subject: RE: Marion Square Hotel-Notice of Damage from Sprinkler System
Date: Wednesday, May 2, 2018 7:27:00 AM

Mike / Derek

Have you notified your insurance carrier of the damage? We sent notice to the construction team to inspect their work, and I would encourage you to notify your carrier because the replacement cost can add up quickly.

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

www.balfourbeattyus.com
Build to Last

-----Original Message-----
From: Spano, Tim
Sent: Tuesday, May 01, 2018 8:19 PM
To: Mike McGregor Pasco <mmcgregor@pasco-inc.com>; dgoodpaster@pasco-inc.com; TJeffers@pasco-inc.com
Cc: Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>; Dale, Marty <mdale@balfourbeattyus.com>; Simonton, David <dsimonton@balfourbeattyus.com>; Dooley, Alec <adooley@Balfourbeattyus.com>
Subject: Marion Square Hotel-Notice of Damage from Sprinkler System

Gentlemen, this is notification of damage caused by the sprinkler system while testing and hydrating the stand pipe on 1st floor today. As you can see from the pictures below, the water was extensive and ran across the finished plaster ceilings running on lights and millwork. The extent of the damage is not known yet but the associated costs and delays caused from re-ordering materials and re-doing any work will be the responsibility of PASCO.
My biggest concern is that this is the fourth water blow-out in the last two weeks. Two electrical rooms had water blown on electric panels in different electrical rooms on different days. A finished bathroom had black water blown all over lights, wallpaper and tiles that appeared to be from a damaged sprinkler head last week and then today's incident from an open valve. I can not understand how damage keeps happening especially the same mistake twice in the electrical rooms. The system is tested with air to insure it holds pressure prior to introducing water but a broken head and an open valve was not realized? Someone above the onsite crew needs to be here to oversee this project until the entire system holds water and is fully operational. We can not afford any more mistakes.

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From: Starcevic, Nicholas
To: Michael McGregor
Cc: TJeffers@pasco-inc.com; Simpston, David; Spano, Tim
Subject: L1 and L2 Heads
Date: Thursday, July 5, 2018 10:01:30 AM

Michael

I just walked L1 and L2, and did not see anyone from PASCO. The below areas are not complete.

L2
Foyer
Spa locker and no head in entry
BOH @L2
Storage @ L2
Kitchens @L2
Vestibule At upper dining
Ballroom - multiple still not concealed
Stairwells aren't sprinkled?

L1 - luggage
Concierge
Storage closet
Restrooms at patisserie
Employee bathrooms
Employee locker room
Fire command
Entry vestibule
BOH RRs
Dining
Dining Pecky ceilings
Bar 148
Lobby
Lobby pecky ceilings

Nick Starcevic | Balfour Beatty Construction
Cell: 704.361.3265

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

From: Starcevic, Nicholas
To: "Mike Mcgregor"; Spano, Tim; Todd Jeffers
Cc: Dooley, Alec; Eldridge, Johnny; Pieniak, Shanti; Simonton, David; Ledford, Ryan; Ferris,Travis; Wertzberger, AJ
Subject: RE: Marion Square Site Visit Report
Date: Thursday, July 26, 2018 7:50:00 AM
Attachments: image005.jpg
image006.jpg
image001.jpg
image002.jpg

Mike

Please provide an update on the report. As discussed, we want your plan in writing prior to proceeding with any destructive work.

Thanks,

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

From: Mike Mcgregor [mailto:MMcGregor@pasco-inc.com]
Sent: Monday, July 23, 2018 7:58 AM
To: Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>; Spano, Tim <timspano@Balfourbeattyus.com>; Todd Jeffers <TJeffers@pasco-inc.com>
Cc: Dooley, Alec <adooley@Balfourbeattyus.com>; Eldridge, Johnny <JEldridge@Balfourbeattyus.com>; Pieniak, Shanti <SPieniak@Balfourbeattyus.com>; Simonton, David <dsimonton@balfourbeattyus.com>; Ledford, Ryan <RLedford@Balfourbeattyus.com>; Ferris,Travis <TravisFerris@Balfourbeattyus.com>; Wertzberger, AJ <AWertzberger@Balfourbeattyus.com>
Subject: RE: Marion Square Site Visit Report

I will be onsite this afternoon.

Thank you,

Mike McGregor
Project Manager
Palmetto Automatic Sprinkler Co. Inc.

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118 Bee Street
Ladson, SC 29456
BL #: FSC.1810
PH: 843-879-9641
FAX: 843-879-9732
Cell: 843-296-1792
Check out our new website: www.pasco-inc.com

From: Starcevic, Nicholas [mailto:NStarcevic@Balfourbeattyus.com]
Sent: Monday, July 23, 2018 7:25 AM
To: Mike Mcgregor <MMcGregor@pasco-inc.com>; Spano, Tim <timspano@Balfourbeattyus.com>; Todd Jeffers <TJeffers@pasco-inc.com>
Cc: Dooley, Alec <adooley@Balfourbeattyus.com>; Eldridge, Johnny <JEldridge@Balfourbeattyus.com>; Pieniak, Shanti <SPieniak@Balfourbeattyus.com>; Simonton, David <dsimonton@balfourbeattyus.com>; Ledford, Ryan <RLedford@Balfourbeattyus.com>; Ferris,Travis <TravisFerris@Balfourbeattyus.com>; Wertzberger, AJ <AWertzberger@Balfourbeattyus.com>
Subject: RE: Marion Square Site Visit Report

Mike / Todd – if / before any demo takes place in finished spaces, we need a plan. Please let us know when you can meet to review the list.

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

From: Mike Mcgregor [mailto:MMcGregor@pasco-inc.com]
Sent: Friday, July 20, 2018 5:02 PM
To: Spano, Tim <timspano@Balfourbeattyus.com>; Todd Jeffers <TJeffers@pasco-inc.com>
Cc: Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>; Dooley, Alec <adooley@Balfourbeattyus.com>; Eldridge, Johnny <JEldridge@Balfourbeattyus.com>; Pieniak, Shanti <SPieniak@Balfourbeattyus.com>; Simonton, David <dsimonton@balfourbeattyus.com>; Ledford, Ryan <RLedford@Balfourbeattyus.com>; Ferris,Travis <TravisFerris@Balfourbeattyus.com>; Wertzberger, AJ <AWertzberger@Balfourbeattyus.com>
Subject: Re: Marion Square Site Visit Report

Tim,

I will be onsite Tuesday morning to address these issues.

Sent from my Verizon, Samsung Galaxy smartphone

-------- Original message --------
From: "Spano, Tim" <timspano@Balfourbeattyus.com>
Date: 7/20/18 4:06 PM (GMT-05:00)
To: Todd Jeffers <TJeffers@pasco-inc.com>, Mike Mcgregor <MMcGregor@pasco-inc.com>
Cc: "Starcevic, Nicholas" <NStarcevic@Balfourbeattyus.com>, "Dooley, Alec" <adooley@Balfourbeattyus.com>, "Eldridge, Johnny" <JEldridge@Balfourbeattyus.com>, "Pieniak, Shanti" <SPieniak@Balfourbeattyus.com>, "Simonton, David" <dsimonton@balfourbeattyus.com>, "Ledford, Ryan" <RLedford@Balfourbeattyus.com>, "Ferris,Travis" <TravisFerris@Balfourbeattyus.com>, "Wertzberger, AJ" <AWertzberger@Balfourbeattyus.com>
Subject: Fwd: Marion Square Site Visit Report

Please review and respond with corrective action.

Sent from my iPhone

Begin forwarded message:

> **From:** Jennifer Faulkinberry <JFaulkinberry@lpbatlanta.com>
> **Date:** July 20, 2018 at 11:51:51 AM EDT
> **To:** David Simonton <dsimonton@balfourbeattyus.com>, Jim Clements <jclements@matrixse.com>, Kim Brown <kbrown@bennetthospitality.com>, "Nick Starcevic" <NStarcevic@Balfourbeattyus.com>, Tim Spano <timspano@balfourbeattyus.com>, Alec Dooley <adooley@balfourbeattyus.com>
> **Subject: Fwd: Marion Square Site Visit Report**
>
> David,
>
> See attached report for your action and response.
>
> Thank you
>
> Jennifer Faulkinberry
> Sent via the Samsung Galaxy Note® 4
>
> -------- Original message --------
> From: Katie Pothier <katie.pothier@feifire.com>
> Date: 7/20/18 11:25 AM (GMT-05:00)
> To: Jennifer Faulkinberry <JFaulkinberry@lpbatlanta.com>

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Cc: "Spano, Tim" <timspano@Balfourbeattyus.com>
Subject: Marion Square Site Visit Report

Please find my report attached. I suspect that you will have some follow up questions.

Katie Pothier, PE | Senior Fire Protection Engineer
Fisher Engineering, Inc.
10475 Medlock Bridge Road, Suite 520 | Johns Creek, GA 30097
Office: 770.495.7770, ext. 102 | Fax: 770.495.7760
www.feifire.com

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From: Starcevic, Nicholas
To: Michael McGregor
Cc: Spano, Tim
Subject: FW: Marion Hotel COR #103 & #104
Date: Monday, September 10, 2018 12:56:00 PM
Attachments: image005.jpg
image006.jpg
COR #104 BC 8-23-18 - 8-27-18.pdf
image003.jpg
Image004.jpg

Mike – see attached back charges. A portion is for Pasco, let me know if you have questions or comments.

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

From: Erica Kochis [mailto:ericak@quantumcoatings.com]
Sent: Thursday, September 6, 2018 1:23 PM
To: Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>; Dooley, Alec <adooley@Balfourbeattyus.com>
Cc: Scott McCormack <scottm@quantumcoatings.com>
Subject: Marion Hotel COR #103 & #104

Good afternoon – Attached are our change orders for the past few weeks at Marion Square Hotel. Let me know if you need anything else. Thank you!

Erica Kochis
1470 Ben Sawyer Blvd, Suite 16
Mt Pleasant, SC 29464
(O) 843-628-0298 ext. 105
(C) 843-670-6135
ericak@quantumcoatings.com
www.quantumcoatings.com

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DEFENDANT LIBRARY ASSOCIATES, LLC'S

TRIAL EXHIBIT #53

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TAB 5

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

OWNER	LIBRARY ASSOCIATES, LLC. 17 Lockwood Drive, Suite 400 Charleston, SC 29401	PROJECT	THE HOTEL AT MARION SQUARE 404 KING STREET CHARLESTON, SC 29403	APPLICATION 35 PERIOD FROM 02/01/2018 PERIOD TO 02/28/2018	DISTRIBUTION TO: [X] OWNER [X] CONTRACTOR [X] ARCHITECT [ ] ENGINEERS
CONTRACTOR ADDRESS	Balfour Beatty Construction, LLC 1930 Camden Rd Charlotte, NC 28203	ARCHITECT ADDRESS	WINFORD LINDSAY ARCHITECT 344 West Pike Street Lawrenceville, GA 30046	VENDOR #: ARCHITECT'S PROJECT NO	
CONTRACT	THE HOTEL AT MARION SQUARE (Project #13026000)	PHONE #	770-407-5796		

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

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY			
Change Orders approved in previous months by Owner		ADDITIONS	DEDUCTIONS
TOTAL		$ 4,760,922.87	
Approved this Month			
No.	Date Approved		
TOTALS		$ -	$ -
Net change by Change Order:		$ 4,760,922.87	

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

CONTRACTOR: Balfour Beatty Construction, LLC.

By: [signature] Date: 3/5/18

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

1. ORIGINAL CONTRACT SUM		$ 59,344,747.00
2. Net change by Change Orders		$ 4,760,922.87
3. CONTRACT SUM TO DATE (Line 1 + 2)		$ 64,105,669.87
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 58,220,972.30
5. RETAINAGE:		
a. 10 % of Completed Work	$ 4,894,291.50	
b. 10 % of Stored Materials	$ 8,820.70	
Total Retainage (Line 5a + 5b or Total in Column J of G703)		$ 4,903,112.20
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)		$ 51,317,860.10
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 50,458,618.59
8. CURRENT PAYMENT DUE		$ 859,241.51
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)		$ 12,787,809.77

State of: South Carolina County of: Charleston

Subscribed and sworn to before me this 5 day of March, 2018

Notary Public: [signature]

My commission expires: [illegible]

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED $ 859,241.51

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

ARCHITECT: WINFORD LINDSAY ARCHITECT

By: [signature] Date: 3.6.18

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

G702-1983

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

PROJECT # 13020000
PROJECT THE HOTEL AT MARION SQUARE
CHARLESTON, SC
D LIBRARY ASSOCIATES, LLC.

CONTINUATION G703

APPLICATION NUMBER: 35
PERIOD FROM 02/01/2018
PERIOD TO 02/28/2018

A	B		C				D	E	F	G	H	I	J
			COMMITMENT VALUES				WORK COMPLETED						
LINE		WORK DESCRIPTION	ORIGINAL AMOUNT	CHANGE ORDERS	BUDGET TRANSFERS	CURRENT AMOUNT	FROM PREVIOUS APPLICATION	THIS PERIOD	STORED MATERIALS	TOTAL COMPLETE AND STORED TO DATE (D + E)	% COMPLETE (G/C%)	BALANCE TO FINISH (C - G)	RETAINAGE
			-1-	-2-		-3-							
1	G/C'S	GENERAL CONDITIONALS (28 months)	3,216,855.00	-	-	3,216,855.00	3,216,855.00		-	3,216,855.00	100.0%	-	321,685.50
2						-	-	-	-	-	-	-	-
3		SUBCONTRACTS / COST OF WORK				-	-	-	-	-	-	-	-
4	GENERAL					-	-	-	-	-	-	-	-
5	00A	STAGING AND LOGISTICS	821,074.00			821,074.00	809,047.71	1,676.09	-	811,223.80	98.8%	9,750.20	81,122.38
6	01A	GENERAL TRADES	875,833.00			875,833.00	241,507.81	65,647.98	-	307,155.79	35.1%	568,677.21	30,765.58
7	SITE					-	-	-	-	-	-	-	-
8	02A	SITEWORK				-	-	-	-	-	-	-	-
9	02J	HARDSCAPE, LANDSCAPE & IRRIGATION	1,632,493.00		(16,766.05)	1,615,727.05	1,423,873.30	-	-	1,423,873.30	88.1%	191,854.65	120,606.13
10	02K	SITE DEMOLTION ALLOWANCE	317,310.00			317,310.00	106,401.44	23,040.00		129,441.44	40.8%	187,874.56	18,944.14
11	STRUCTURE		80,000.00			80,000.00	57,509.27	-	-	57,509.27	71.9%	22,490.73	5,750.93
12	02L	DEEP FOUNDATIONS											
13	03A	CAST-IN-PLACE CONCRETE	2,228,614.00		(100,000.00)	2,128,614.00	1,778,270.00	-		1,778,270.00	83.5%	350,344.00	-
14	04A	MASONRY- CMU & CAST STONE	7,397,895.00		103,387.00	7,501,282.00	7,501,282.00	-	-	7,501,282.00	100.0%	-	375,064.15
15	05A	MISC. METALS	2,376,360.00		152,039.23	2,528,649.23	2,146,759.14	-	-	2,146,759.14	84.9%	382,220.09	214,676.91
16	SHELL		2,474,755.00		22,097.00	2,496,847.00	1,700,822.91	-	33,640.20	1,734,463.11	69.5%	762,383.89	173,038.20
17	07A	ROOFING				-	-		-	-		-	-
18	07B	WATERPROOFING/ CAULKING	855,698.00		34,200.00	889,898.00	870,206.52	-	-	870,206.52	97.8%	19,691.48	87,020.65
19	07E	STUCCO	742,900.00		50,499.48	793,399.48	778,447.71	-	-	778,447.71	98.1%	14,951.77	77,844.77
20	07F	FIREPROOFING	910,000.00		442,248.36	1,352,248.36	1,322,552.76	-	-	1,322,552.76	97.8%	29,695.60	132,255.31
	07X	FIRESTOPPING	7,500.00			7,500.00	-	-	-	-	0.0%	7,500.00	-
22	08F	GLASS (Hopes Jamestown Pomba Steel Specialists)	20,000.00		(20,000.00)	-	-	-	-	-	#DIV/0!	-	-
23	08H	INTERIOR GLAZING	1,283,597.00			1,283,597.00	823,016.94	68,142.94	-	911,159.88	71.0%	372,437.12	91,115.99
24	08I	WINDOWS	1,154,577.00		1,085,597.50	2,240,174.50	2,009,475.03	-	-	2,009,475.03	89.7%	230,699.47	223,645.57
25	13C	FABRIC AWNINGS	740,395.00		(740,395.00)	-	-	-	-	-	#DIV/0!	-	-
26	INTERIORS		12,500.00			12,500.00	-	-	-	-	0.0%	12,500.00	-
27	04A	MASONRY- INTERIOR CAST STONE	250,000.00		(168,530.00)	81,470.00	68,989.00	-	-	68,989.00	84.7%	12,481.00	6,898.92
28	05A	INTERIORS ORNAMENTAL METALS	230,000.00		(81,470.00)	148,530.00	-	-	-	-	0.0%	148,530.00	-
29	06A	ROUGH CARPENTRY	211,077.00		38,000.00	249,077.00	238,302.94	7,020.39	-	245,323.33	98.5%	3,753.67	24,532.33
30	08D	DOORS, FRAMES, AND HARDWARE	1,600,749.00		153,240.72	1,754,089.72	1,320,157.32	165,049.18	-	1,485,206.50	84.7%	268,883.22	148,520.65
31	08R	SPECIAL DOORS	350,997.00		(120,000.00)	230,997.00	196,248.50	40,458.50	-	236,707.00	102.5%	(5,710.00)	23,670.70
32	08X	SMOKE CONTAINMENT BARRIER	13,353.00		120,000.00	133,353.00	119,000.00	-	-	119,000.00	89.2%	14,353.00	1,000.00
33	09A	METAL STUD FRAMING & DRYWALL / ACCOUSTICAL CEILINGS	3,717,053.00		612,446.00	4,329,499.00	4,021,455.26	22,387.80	-	4,043,843.06	93.4%	285,655.94	404,384.27
34	10A	SPECIALTIES	606,681.00		(17,169.00)	589,512.00	541,920.00	-	-	541,920.00	91.9%	47,592.00	4,192.03
35	10C	OPERABLE PARTITIONS	53,437.00			53,437.00	76,069.50	-	-	76,069.50	142.3%	(22,632.50)	7,606.95
36	11A	EQUIPMENT (PARKING LIFTS)	461,755.00			461,755.00	400,602.20	-	-	400,602.20	86.8%	61,152.80	40,060.22
37	11B	KITCHEN EQUIPMENT	-	-	984,673.00	984,673.00	957,908.00	-	-	957,908.00	97.3%	26,765.00	95,790.80
38	13A	POOL	365,864.00		(54,064.00)	311,800.00	282,560.00	-	-	282,560.00	90.6%	29,240.00	28,256.00
39	14A	ELEVATORS	1,475,219.00		140,400.07	1,615,619.07	1,430,354.00	-	-	1,430,354.00	88.5%	185,265.07	143,035.40
40	14B	WHEEL CHAIR LIFT	15,000.00			15,000.00	-	-	-	-	0.0%	15,000.00	-
41													
42	MEP					-				-			
43	15B	HVAC & PLUMBING	8,016,142.00		569,200.00	8,607,342.00	8,537,883.20	5,467.52	-	8,543,350.72	99.3%	63,992.28	854,334.98
44	15D	FIRE PROTECTION	466,920.00			466,920.00	444,425.00	-	-	444,425.00	95.2%	22,495.00	44,442.50
45	16A	ELECTRICAL	3,963,792.00		466,599.65	4,430,391.65	4,296,154.03	27,275.00	-	4,323,429.03	97.6%	106,962.62	432,343.30
46	FINISHES									-			
47	06B	FINISH CARPENTRY & CUSTOM MILLWORK	2,105,485.00	-	448,930.00	2,554,415.00	1,631,646.00	141,819.00	54,707.00	1,827,972.00	71.6%	726,443.00	182,797.20
48	09B	FLOORING	397,147.00	-	(19,085.00)	378,062.00	11,029.00	9,661.00	-	20,710.00	5.5%	357,352.00	2,071.00
49	09D	PAINTING & WALLCOVER	619,914.00		211,419.00	831,333.00	579,600.00	58,921.20	-	638,521.20	76.8%	192,811.80	63,852.00
50	09E	STONE & HARD TILE	3,566,550.00	-	(229,424.00)	3,337,126.00	3,097,342.75	174,177.45	-	3,271,520.20	98.0%	71,003.85	327,152.02
51	OCO 1	RCO 1, RCO 4, RCO 5, RCO 6, RCO 8, RCO 10, RCO 12	-	274,953.15	(274,953.15)	-	-		-	-	#DIV/0!	-	-
52	OCO 2	RCO 3, RCO 7, RCO 11, RCO 15, RCO 32,	-	80,241.74	(80,241.74)	-	-		-	-	#DIV/0!	-	-
53	OCO 3	RCO 14, RCO 27R1, RCO 3R1, RCO 20R1	-	1,046,791.54	(1,046,791.54)	-	-		-	-	#DIV/0!	-	-
54	OCO 4	RCO 17R1, RCO 40	-	12,674.68	(12,674.68)	-	-		-	-	#DIV/0!	-	-
55	OCO 5	RCO 22, RCO 28, RCO 33, RCO 47, RCO 60, RCO63, RCO 66, RCO 68, RCO 77, RCO 81	-	65,161.71	(62,161.71)	3,000.00	-		-	-	#DIV/0!	3,000.00	-
56	OCO 6	RCO 35, RCO 36, RCO 39, RCO 45, RCO 48, RCO 51, RCO 52, RCO 83, RCO 87, RCO 95		369,310.84	(369,310.84)	-	-		-	-	#DIV/0!	-	-
57	OCO 7	RCO 19, RCO 23R1, RCO 25, RCO 26R3, RCO 31, RCO 38, RCO55, RCO 58, RCO 61, RCO 62, RCO 64, RCO 67, RCO 70, RCO 72, RCO 73R1, RCO 78, RCO 80, RCO 91, RCO 92, RCO 93, RCO 94, RCO 95, RCO 97, RCO 98, RCO 99, RCO 101, RCO 114, RCO 116, RCO 117, RCO 119, RCO 120, RCO 121, RCO 124, RCO 129, RCO 133, RCO 139		1,178,513.75	(1,178,513.75)	-	-		-	-	#DIV/0!	-	-
58	OCO 8	RCO 065, RCO 104, RCO 107R4, RCO 111, RCO 113R1, RCO 125R1, RCO 127R1, RCO 135R1, RCO 137, RCO 138R3, RCO 142R2, RCO 145, RCO 147, RCO 149R2, RCO 150, RCO 153, RCO 155, RCO 157, RCO 165, RCO 170, RCO 173		1,156,837.97	(1,104,109.00)	52,728.97	-		-	-	0	52,728.97	-
59	OCO 9	RCO018, RCO 100R4, RCO 112, RCO 126, RCO 129, RCO 143, RCO 146R3, RCO 156, RCO 160R1, RCO 162, RCO 164, RCO 168R1, RCO 171 1, RCO 174, RCO 175R1, RCO 176, RCO 179, RCO 180, RCO 181, RCO 183, RCO 185, RCO 186, RCO 188, RCO 189R1, RCO 190, RCO 191, RCO 195, RCO 196, RCO 202, RCO 203R1, RCO 207, RCO 214, RCO 218, RCO 220		340,037.07	-	340,037.07	-		-	-	0	340,037.07	-
		SUBTOTAL	55,649,938.00	4,526,722.75	14,432.40	60,191,093.15	52,473,300.79	235,589.53	88,257.00	52,796,033.72	88.7%	6,794,489.43	4,704,987.23

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CONTINUATION SHEET

APPLICATION AND CERTIFICATE FOR PAYMENT

containing Contractor's signed certificate, is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

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

CONTINUATION G703

APPLICATION NUMBER 35
PERIOD FROM 02/01/2018
PERIOD TO 02/28/2018

A	B	C				D	E	F	G	H	I	J
		COMMITMENT VALUES				WORK COMPLETED						
LINE	WORK DESCRIPTION	ORIGINAL AMOUNT -1-	CHANGE ORDERS -2-	BUDGET TRANSFERS	CURRENT AMOUNT -3-	FROM PREVIOUS APPLICATION	THIS PERIOD	STORED MATERIALS	TOTAL COMPLETE AND STORED TO DATE (D + E)	% COMPLETE (G/C3)	BALANCE TO FINISH (C3 -G)	RETAINAGE
60	CONSTRUCTION CONTINGENCY (2.25%)	1,060,688.00	-	(14,432.40)	1,046,255.60	-		-	-	0.0%	1,046,255.60	-
61	SPECIALTY SPACE SUPERVISION - NBM	100,000.00	-	-	100,000.00	-		-	-	0.0%	100,000.00	-
62	GENERAL LIABILITY INSURANCE (1%)	595,280.00	49,355.93	-	644,635.93	640,423.29	4,212.60	-	644,635.93	100.0%	-	-
63	SUBGUARD (1.25%)	670,160.00	61,543.93	-	731,703.93	720,640.59	5,063.34	-	731,703.93	100.0%	-	-
	SUBTOTAL	58,876,866.00	4,637,832.66	(0.00)	62,713,698.66	53,840,376.67	844,365.96	88,207.00	54,772,943.63	87.3%	7,940,745.03	4,764,987.33
64	FEE (2.5%)	1,451,582.00	123,348.21		1,575,202.21	1,360,140.52	21,109.15		1,381,249.67	87.7%	193,952.54	138,124.97
	TOTAL CONSTRUCTION COST	59,327,558.00	4,760,922.87	(0.00)	64,288,900.87	55,200,511.19	865,475.11	88,207.00	56,154,193.30	87.3%	8,134,697.57	4,903,112.20
65	PRECONSTRUCTION FEE	66,779.00	-	-	66,779.00	66,779.00	-		66,779.00	100.0%	-	-
	TOTAL COST WITH PRECON	59,394,747.00	4,760,922.87	(0.00)	64,355,669.87	55,267,290.19	865,475.11	88,207.00	56,220,972.30	87.4%	8,134,697.57	4,903,112.20
66	BUYOUT REDUCTION CONTRIBUTION	(250,000.00)			(250,000.00)				-	0.0%	(250,000.00)	-
	GRAND TOTAL	59,344,747.00	4,760,922.87	(0.00)	64,105,669.87	55,267,290.19	865,475.11	88,207.00	56,220,972.30	87.7%	7,884,697.57	4,903,112.20

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Balfour Beatty
Construction

Request for Payment

Pay Request #	20
Work Performed Through:	02/28/18

Subcontractor's Name: Palmetto Automatic Sprinkler Company, Inc.
Subcontractor's Address: 1862 Old Dunbar Rd.
West Columbia, SC 29172

Phone Number: 803-794-1602
Fax Number:

Project Name: Hotel at Marion Square
Owner: Library Associates, LLC
Job No.: 13026400
Date: 02/15/18

Description of Work: Fire Protection

Original Contract Amount	$464,920.00
Change Order Total (Through C/O #: 1)	$3,231.88
Total Revised Contract	$468,151.88
Previous Work Performed to Date(SSR)	$446,425.00
Value of Materials Stored On Site	$0.00
Value of Materials Stored Off Site	$0.00
Current Month Gross	$6,939.20
New Work Performed to Date	$453,364.20
Less 10 % Retainage	$45,336.42
Amount Earned to Date	$408,027.78
Less Previous Net Billings	$401,782.50
Less Adjustments/Joint Checks	$0.00
Less Pending Back Charges	$0.00
Total Amount this Requisition	$6,245.28

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

Contract Increased 20%?	Y [ ]	N [X]
If yes, bond rider received	Y [ ]	N [ ]
EEO Reports Current	Y [ ]	N [ ]
Certified Payrolls Current	Y [ ]	N [ ]
Insurance Status	Finaled	
Insurance Expiration Date	10/01/18	
Release Attached	Y [ ]	N [ ]
Tier/Supplier Release if Required	Y [ ]	N [ ]
Reducing Retention	Y [ ]	N [ ]
If reducing retainage, reducing	From [ ]	To [X]
Consent of Surety for retention reduction if bonded	Y [ ]	N [ ]
New materials stored off site If yes, attach stored materials checklist	Y [ ]	N [X]
Final Payment If yes, see attached checklist	Y [ ]	N [X]

Owner Billing Number: 12
Owner Payment Rec'd Date:
Payment Terms: Pay When Paid
Pay Select #

For Balfour Beatty Use Only:

	CO #	Vendor #	Job #	Contract No.
	50540	1348477	13026400	525443

Date	Invoice #	Description
02/28/18	13026400 - 20	13026400 . PE# 20 . 18.02

Gross Amount	Retainage Amt	Net Amount
$6,939.20	$346.96	$6,245.28

Trade Account?	Tax Code	Pay Item & Cost Code	Accrue Tax?
NO		400.51650000 40	NO

Hold Codes: 02- OWNER FUNDING Lower Tier Waivers
PM APP

Approvals:
PM / Date
CA 02/15/18
PA / Date
APA / Date

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APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702 PAGE ONE OF TWO PAGES

TO PRIME CONTRACTOR:
Balfour Beatty Construction
1930 Camden Rd, Charlotte, NC 28203

PROJECT:
Hotel at Marion Square

FROM SUBCONTRACTOR:
Palmetto Automatic Sprinkler Co., Inc
PO Box 2927
West Columbia, SC 29171

VIA ARCHITECT:

CONTRACT FOR: **FIRE PROTECTION**

APPLICATION NO: 20

PERIOD TO: 2/28/18

PROJECT NOS: 13026000
615008

CONTRACT DATE: 3/11/15

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

CONTRACTOR'S APPLICATION FOR PAYMENT

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

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

1. ORIGINAL CONTRACT SUM		$ 464,920.00
2. Net change by Change Orders		$ 3,231.88
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 468,151.88
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 453,364.20
5. RETAINAGE:		
a. ____ % of Completed Work (Column D + E on G703)	$ 45,336.42	
b. ____ % of Stored Material (Column F on G703)	$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 45,336.42
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$ 408,027.78
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 401,782.50
8. CURRENT PAYMENT DUE		$ 6,245.28
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		$ 60,124.10

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

SUBCONTRACTOR: Palmetto Automatic Sprinkler Company, Inc

By: Mark Coing Date: 2/24/18

State of: South Carolina County of: Lexington
Subscribed and sworn to before me this 24th day of February 2018
Notary Public: Michelle Murphy
My Commission expires: 12/31/2021

MICHELLE MURPHY NOTARY PUBLIC SOUTH CAROLINA My Commission Expires

CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED ..... $ _____

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

CONTRACTOR:

By: _____ Date: _____

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

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CONTINUATION SHEET

AIA DOCUMENT G703

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

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

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

Hotel at Marion Square

APPLICATION NO: 20
APPLICATION DATE: 2/14/18
PERIOD TO: 2/28/18
[illegible]
61500[illegible]

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
1	Design	$32,545.00	$32,545.00			$32,545.00	100.00%		$3,254.50
2	Mobilization	$13,950.00	$13,950.00			$13,950.00	100.00%		$1,395.00
3	Site Work	$2,500.00	$2,500.00			$2,500.00	100.00%		$250.00
4	Fire Pump	$55,270.00	$52,505.12			$52,505.12	95.00%	$2,764.88	$5,250.51
5	Standpipes	$33,960.00	$30,564.00	$1,698.00		$32,262.00	95.00%	$1,698.00	$3,226.20
6	Parking Floor Material	$21,792.00	$21,792.00			$21,792.00	100.00%		$2,179.20
7	Parking Floor Labor	$12,807.00	$11,526.00			$11,526.00	90.00%	$1,281.00	$1,152.60
8	Parking Floor Test & Trim	$850.00						$850.00	$0.00
9	1st Floor Material	$30,509.00	$30,509.00			$30,509.00	100.00%		$3,050.90
10	1st Floor Labor	$18,673.00	$18,673.00			$18,673.00	100.00%		$1,867.30
11	1st Floor Test & Trim	$1,050.00						$1,050.00	$0.00
12	2nd Floor Material	$37,244.00	$37,244.00			$37,244.00	100.00%		$3,724.40
13	2nd Floor Labor	$23,468.00	$23,468.00			$23,468.00	100.00%		$2,346.80
14	2nd Floor Test & Trim	$1,200.00						$1,200.00	$0.00
15	3rd Floor Material	$18,809.00	$18,809.00			$18,809.00	100.00%		$1,880.90
16	3rd Floor Labor	$12,653.00	$12,020.00	$633.00		$12,653.00	100.00%		$1,265.30
17	3rd Floor Test & Trim	$1,000.00						$1,000.00	$0.00
18	4th Floor Material	$18,809.00	$18,809.00			$18,809.00	100.00%		$1,880.90
19	4th Floor Labor	$12,653.00	$12,019.00	$634.00		$12,653.00	100.00%		$1,265.30
20	4th Floor Test & Trim	$1,000.00						$1,000.00	$0.00
21	5th Floor Material	$18,918.00	$18,918.00			$18,918.00	100.00%		$1,891.80
22	5th Floor Labor	$12,726.00	$12,089.00	$637.00		$12,726.00	100.00%		$1,272.60
23	5th Floor Test & Trim	$1,000.00						$1,000.00	$0.00
24	6th Floor Material	$13,091.00	$13,091.00			$13,091.00	100.00%		$1,309.10
25	6th Floor Labor	$8,987.00	$8,537.00	$450.00		$8,987.00	100.00%		$898.70
26	6th Floor Test & Trim	$750.00						$750.00	$0.00
27	7th Floor Material	$12,764.00	$12,764.00			$12,764.00	100.00%		$1,276.40
28	7th Floor Labor	$8,768.00	$8,330.00	$438.00		$8,768.00	100.00%		$876.80

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CONTINUATION SHEET

AIA DOCUMENT G703

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

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

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

Hotel at Marion Square

APPLICATION NO: 20
APPLICATION DATE: 2/14/18
PERIOD TO: 2/28/18
13026000
615008

A	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					
29	7th Floor Test & Trim	$750.00						$750.00	$0.00
30	8th Floor Material	$13,309.00	$13,309.00			$13,309.00	100.00%		$1,330.90
31	8th Floor Labor	$9,133.00	$8,676.00	$457.00		$9,133.00	100.00%		$913.30
32	8th Floor Test & Trim	$750.00						$750.00	$0.00
33	Roof Terrace Material	$7,764.00	$7,764.00			$7,764.00	100.00%		$776.40
34	Roof Terrace Labor	$4,968.00	$4,720.00	$248.00		$4,968.00	100.00%		$496.80
35	Roof Terrace Test & Trim	$500.00						$500.00	$0.00
36	Change Order #1	($1,956.12)	($1,956.12)			($1,956.12)	100.00%		($195.61)
37	Change Order #4	$1,312.00	$1,312.00			$1,312.00	100.00%		$131.20
38	Change order #5	$3,876.00	$1,938.00	$1,744.20		$3,682.20	95.00%	$193.80	$368.22
	GRAND TOTALS	$468,151.88	$446,425.00	$6,939.20		$453,364.20	96.84%	$14,787.68	$45,336.42

AIA DOCUMENT G703 CONTINUATION SHEET FOR G702 1992 EDITION AIA © 1992
THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W. WASHINGTON, D.C. 20006-5292

©703-1992

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

KNOW ALL MEN BY THESE PRESENTS:

That Palmetto Automatic Sprinkler Company, Inc (the "Lienor") for and in consideration of the payment of the sum of $ 16245.28 and other good and valuable consideration paid by Balfour Beatty Construction, LLC (the "Contractor") or Library Associates, LLC ("Owner"), receipt of which is hereby acknowledged, hereby releases, waives and quit claims to Contractor, the Owner, and their respective successors and assigns, all liens, lien rights, claims or demands of any kind whatsoever, which Lienor now has or might have against Contractor and/or Owner and/or the buildings and improvements on the premises legally described as See Exhibit "A" attached hereto (the "Property") on account of labor and services performed and/or material furnished for the construction of any improvements thereon; except for retention, and open change order requests, claims or disputes identified as follows:

_____

That the undersigned has the right and authority to execute this Conditional Partial Waiver and Release of Lien on behalf of the Lienor. That this is a waiver of all lien rights and other claims which Lienor has against the Property, the Contractor, and the Owner for all labor, material and services performed thereon, including all extras and change orders, that all laborers retained or employed by the Lienor for construction of improvements on the Property, all suppliers and sub-contractors of Lienor who have furnished labor, material and services for the undersigned for the construction of improvements on the Property, and all labor, services and materials used by the undersigned in the construction of said improvements, have been paid in full for work performed or materials supplied, up to and including the 28 day of February, 20 16 excluding the items identified hereinabove, if any.

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

IN WITNESS THEREOF, I have hereunto set my hand seal this 14 day of February, 2016

Signed, sealed and delivered
in the presence of:

Andrea Seigler
Signature
Andrea Seigler
Print Name

Palmetto Automatic Sprinkler Company, inc
a South Carolina corporation

Mark Corey
Signature
Mark Corey, Controller
Print Name & Title

STATE OF South Carolina

COUNTY OF Lexington

The foregoing instrument was acknowledged before me this 14 day of February 20 16 by Mark Corey, Controller of PASCO, a _____ corporation on, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

MICHELLE MURPHY NOTARY PUBLIC STATE OF SOUTH CAROLINA My Commission Expires 12/03/2024

NOTARY PUBLIC, STATE OF South Carolina

My Commission Expires: 12/3/24

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

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

Balfour Beatty
Construction

TIER RELEASE SCHEDULE

Job Name	Hotel at Marion Square
Job #	13026000

Date Prepared:	1/18/2018

PRIME SUB'S NAME	PALMETTO AUTOMATIC SPRINKLER COMPANY, INC
Attachment for Pay Req #:	20
for Month Ending:	2/26/2018

A	B	C	D	E	F		G	H	I	J		K
Subcontractors/Suppliers List all subs or suppliers who will perform work for this contract. List Address & Phone Number	Indicate if tier is based in county of Project	Notice to Owner Filed?(NTO) (Yes/No)	Date NTO Filed:	Bonded Sub? (Yes/No)	Has tier billed for work to date? select: (Yes/No)		Cumulative dollar amount tier billed for work/materials to date:	Tier's most recent invoice is dated through:	Tier's most recent release is dated through: (as noted on releases)	Tier's most recent release is PARTIAL or FINAL? Select One		Comments:
SAMPLE TIER 123 Example Dr Somewhere, NC 27607 919-834-1234	yes - PIT	NO	N/A		YES	NO	$12,123.00	4/27/2010	3/31/2010	PARTIAL	FINAL	thru March 2010
Ferguson Enterprises, PO Box 100286, Atlanta, GA 30384-0286	no	no			YES	NO	6728.61	1/12/18		PARTIAL	FINAL	
Corn and Main, 501 W. Church St, Orlando, FL 32805					YES	NO	756.27	10/27/17		PARTIAL	FINAL	
Shaw Enterprises, Inc PO Box 0174 Hickory, NC 28603					YES	NO	30210.00	11/30/16		PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	

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

CILA#: 231116 17PALMEAUT

ACORD

[illegible]

[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]

Plaintiff-Authority Spokane Co., Inc.
[illegible]
Cheyenne, WY 82[illegible]

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER POLICY / X PRO-JECT / LOC OTHER:			CP2102502	10/01/2017	10/01/2018	EACH OCCURRENCE $1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) $100,000 MED EXP (Any one person) $10,000 PERSONAL & ADV INJURY $1,000,000 GENERAL AGGREGATE $2,000,000 PRODUCTS - COMP/OP AGG $2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS X HIRED AUTOS SCHEDULED AUTOS X NON-OWNED AUTOS			CA2102504	10/01/2017	10/01/2018	COMBINED SINGLE LIMIT (Ea accident) $1,000,000 BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $ $
B	X UMBRELLA LIAB EXCESS LIAB DED / RETENTION $	X		XLS0103010	10/01/2017	10/01/2018	EACH OCCURRENCE $5,000,000 AGGREGATE $5,000,000 $
A	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N / N/A		WC2102502	10/01/2017	10/01/2018	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT $1,000,000 E.L. DISEASE - EA EMPLOYEE $1,000,000 E.L. DISEASE - POLICY LIMIT $1,000,000
C	Excess Umbrella Liability			EL0300001692	10/01/2017	10/01/2018	$5,000,000 per Occur Aggr-Over Primary/ Umbrella Limit

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

REFERENCE: Job Number: 815008; Project: Hotel at Mission Square

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2014/01) 1 of 1 The ACORD name and logo are registered marks of ACORD
#S18817069/M18817013

JL1

DEFENDANT LIBRARY ASSOCIATES, LLC'S

TRIAL EXHIBIT #54

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

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TAB 6

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

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

OWNER	LIBRARY ASSOCIATES, LLC. 17 Lockwood Drive, Suite 400 Charleston, SC 29401	PROJECT	THE HOTEL AT MARION SQUARE 404 KING STREET CHARLESTON, SC 29403
CONTRACTOR ADDRESS	Balfour Beatty Construction, LLC 1930 Camden Rd Charlotte, NC 28203	ARCHITECT ADDRESS	WINFORD LINDSAY ARCHITECT 344 West Pike Street Lawrenceville, GA 30046
		PHONE #	770-407-5796
CONTRACT	THE HOTEL AT MARION SQUARE (Project #13026000)		

APPLICATION 36
PERIOD FROM 03/01/2018
PERIOD TO 03/31/2018

VENDOR #:
ARCHITECT'S PROJECT NO

DISTRIBUTION TO:
- [X] OWNER
- [X] CONTRACTOR
- [X] ARCHITECT
- [ ] ENGINEERS

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

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY			
Change Orders approved in previous months by Owner		ADDITIONS	DEDUCTIONS
TOTAL		$ 4,760,922.87	
Approved this Month			
No.	Date Approved		
TOTALS		$ -	$ -
Net change by Change Orders		$ 4,760,922.87	

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

CONTRACTOR: **Balfour Beatty Construction, LLC.**

By: Alex Dooley Date: 4/25/18

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

1. ORIGINAL CONTRACT SUM		$	59,344,747.00
2. Net change by Change Orders		$	4,760,922.87
3. CONTRACT SUM TO DATE (Line 1 + 2)		$	64,105,669.87
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$	57,594,624.19
5. RETAINAGE:			
a. 10 % of Completed Work	$ 4,268,881.16		
b. 10 % of Stored Materials	$ 3,680.00		
Total Retainage (Line 5a + 5b or Total in Column J of G703)	5,093,856.03	$	~~4,272,561.16~~
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	52,500,768.16	$	~~53,322,063.03~~
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$	51,317,860.10
8. CURRENT PAYMENT DUE	1,182,908.06	$	~~2,004,202.93~~
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	11,604,901.71	$	~~10,783,606.84~~

State of: South Carolina County: Charleston
Subscribed and sworn to before me this 25th day of April 2018
Notary Public: Nicholas Wegener
My commission expires: 7/22/2018

NICHOLAS WEGENER
COM. EXP. 07/22/2018
NOTARY PUBLIC
SOUTH CAROLINA

AMOUNT CERTIFIED $ 1,182,908.06
(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT: WINFORD LINDSAY ARCHITECT

By: Jennifer Aulkinberry Date: 5.9.18

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

G702-1983

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

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

CONTINUATION G703

APPLICATION NUMBER 36
PERIOD FROM 03/01/2018
PERIOD TO 03/31/2018

A	B		C				D	E		F	G	H	I	J
			COMMITMENT VALUES				WORK COMPLETED				TOTAL			
LINE		WORK DESCRIPTION	ORIGINAL AMOUNT -1-	CHANGE ORDERS -2-	BUDGET TRANSFERS	CURRENT AMOUNT -3-	FROM PREVIOUS APPLICATION	THIS PERIOD	STORED MATERIALS		COMPLETE AND STORED TO DATE (D + E)	% COMPLETE (G/C3)	BALANCE TO FINISH (C3 - G)	RETAINAGE
1	GC'S	GENERAL CONDITIONALS (28 months)	3,216,855.00	-	-	3,216,855.00	3,216,855.00		-		3,216,855.00	100.0%	-	-
2						-	-	-	-		-	-	-	-
3		SUBCONTRACTS / COST OF WORK				-	-	-	-		-	-	-	-
4	GENERAL					-	-	-	-		-	-	-	-
5	00A	STAGING AND LOGISTICS	821,074.00			821,074.00	811,323.80	1,690.84	-		813,214.64	99.0%	7,859.36	81,321.46
6	01A	GENERAL TRADES	875,833.00			875,833.00	307,655.70	45,350.00	-		353,005.70	40.3%	522,827.31	35,300.58
7	SITE					-	-	-	-		-	-	-	-
8	02A	SITEWORK	1,022,494.00		(10,766.05)	1,015,727.95	1,423,673.30	-	-		1,423,673.30	82.1%	191,654.55	120,008.13
9	02J	HARDSCAPE, LANDSCAPE & IRRIGATION	317,316.00			317,316.00	159,441.64	91,525.00	-		250,967.00	79.1%	66,349.00	25,095.70
10	02K	SITE DEMOLITION ALLOWANCE	60,000.00			60,000.00	57,509.27	-	-		57,509.27	71.9%	22,490.73	5,750.93
11	STRUCTURE													
12	02L	DEEP FOUNDATIONS	2,228,614.00		(100,000.00)	2,128,614.00	1,778,278.00	-	-		1,778,278.00	83.5%	350,336.00	750,128.29
13	03A	CAST-IN-PLACE CONCRETE	7,337,695.00		163,587.93	7,501,282.93	7,501,282.93	-	-		7,501,282.93	100.0%	-	
14	04A	MASONRY- CMU & CAST STONE	2,378,350.00		152,639.23	2,530,989.23	2,448,789.14	98,536.53	-		2,547,325.67	100.6%	(16,336.44)	254,732.57
15	05A	MISC. METALS	2,474,750.00		22,097.00	2,496,847.00	1,790,382.11	14,500.00			1,804,882.11	72.3%	691,964.89	180,488.21
16	SHELL					-	-	-	-		-		-	-
17	07A	ROOFING	855,098.00		34,206.00	889,004.00	870,808.58	-	-		870,808.58	97.9%	18,195.42	87,080.86
18	07B	WATERPROOFING/ CAULKING	742,900.00		50,409.40	793,309.40	778,447.71	-	-		778,447.71	98.1%	14,861.69	77,844.77
19	07E	STUCCO	913,058.00		442,246.36	1,355,304.36	1,322,389.10	10,246.93	-		1,332,636.03	98.3%	22,668.33	133,273.60
20	07F	FIREPROOFING	7,580.00			7,580.00	-	-	-		-	0.0%	7,580.00	-
21	07X	FIRESTOPPING	20,000.00		(20,000.00)	-	-	-	-		-	#DIV/0!	-	-
22	08F	GLASS (Hopes Jamestown Painted Steel Storefront)	1,283,597.00			1,283,597.00	911,159.86	44,992.70	-		956,152.56	74.5%	327,444.42	95,615.26
23	08H	INTERIOR GLAZING	1,154,577.00		1,085,597.50	2,240,174.50	2,036,495.03	77,220.75	-		2,113,715.78	94.4%	126,458.72	211,371.58
24	08I	WINDOWS	740,395.00		(740,395.00)	-	-	-	-		-	#DIV/0!	-	-
25	13C	FABRIC AWNINGS	12,000.00			12,000.00	-	-	-		-	0.0%	12,000.00	-
26	INTERIORS					-	-	-	-		-	#DIV/0!	-	-
27	04A	MASONRY- INTERIOR CAST STONE	250,000.00		(168,530.00)	81,470.00	69,989.00	-			69,989.00	85.9%	11,481.00	6,998.90
28	05A	INTERIORS ORNAMENTAL METALS	230,000.00		(81,470.00)	148,530.00	-	-	-		-	0.0%	148,530.00	22,355.06
29	06A	ROUGH CARPENTRY	211,077.00		55,000.00	266,077.00	244,713.26	9,843.39	-		254,556.65	95.7%	11,520.35	
30	08D	DOORS, FRAMES, AND HARDWARE	1,600,740.00		153,240.72	1,753,980.72	863,205.53	5,935.38	-		869,141.01	50.2%	884,839.71	98,914.19
31	08R	SPECIAL DOORS	359,997.00		(120,000.00)	239,997.00	145,397.00	5,500.00	-		153,897.00	64.1%	86,100.00	15,383.70
32	08X	SMOKE CONTAINMENT BARRIER	13,353.00		120,000.00	133,353.00	19,666.00	-	-		19,666.00	15.0%	113,687.00	1,966.60
33	09A	METAL STUD FRAMING & DRYWALL / ACCOUSTICAL CEILINGS	3,717,093.00		630,446.00	4,347,539.00	4,258,442.70	-	-		4,258,442.70	97.9%	89,096.30	425,844.27
34	10A	SPECIALTIES	608,681.00		(17,169.00)	589,512.00	41,523.00	252,802.00	-		294,325.00	49.9%	295,187.00	29,432.50
35	10C	OPERABLE PARTITIONS	83,437.00			83,437.00	76,582.50	-	-		76,582.50	92.1%	6,854.50	7,658.25
36	11A	EQUIPMENT (PARKING LIFTS)	481,755.00			481,755.00	400,602.20	-	-		400,602.20	83.2%	81,152.80	40,060.22
37	11B	KITCHEN EQUIPMENT	-	-	864,873.00	864,873.00	837,536.97	-	-		837,536.97	97.1%	27,336.03	83,753.70
38	13A	POOL	365,864.00		(54,864.00)	311,000.00	287,560.00	-	-		287,560.00	92.5%	24,440.00	28,756.00
39	14A	ELEVATORS	1,475,219.00		140,400.07	1,615,619.07	1,429,554.00	46,565.00	-		1,476,119.00	91.4%	139,500.07	147,611.90
40	14B	WHEEL CHAIR LIFT	15,000.00			15,000.00	-	-	-		-	0.0%	15,000.00	-
41														
42	MEP					-					-			
43	15B	HVAC & PLUMBING	8,018,142.00		589,200.00	8,607,342.00	8,543,349.80	32,627.42	-		8,575,977.22	99.6%	33,364.78	857,397.72
44	15D	FIRE PROTECTION	466,920.00			466,920.00	444,425.00	7,579.55	-		452,004.55	96.8%	14,915.45	45,200.46
45	16A	ELECTRICAL	3,963,792.00		481,559.05	4,445,351.05	4,425,433.03	17,587.26	-		4,443,020.29	99.9%	2,272.76	444,302.03
46	FINISHES										-			218,009.60
47	06B	FINISH CARPENTRY & CUSTOM MILLWORK	2,105,685.00	-	449,530.00	2,554,415.00	1,827,972.00	321,324.00	30,500.00		2,186,096.00	85.6%	368,319.00	
48	09B	FLOORING	397,147.00	-	(19,085.00)	378,062.00	20,715.00	81,343.00	-		102,201.00	21.6%	275,861.00	8,226.10
49	09D	PAINTING & WALLCOVER	619,814.00		211,419.00	831,233.00	638,596.00	138,282.09	-		776,878.09	93.5%	54,354.91	77,687.81
50	09E	STONE & HARD TILE	3,568,850.00	-	(229,824.00)	3,339,026.00	3,267,432.15	20,272.25	-		3,287,694.40	98.5%	51,331.60	
51	OCO 1	RCO 1, RCO 4, RCO 5, RCO 6, RCO 8, RCO 10, RCO 12	-	274,953.15	(274,953.15)	-	-	-	-		-	#DIV/0!	-	328,769.44
52	OCO 2	RCO 3, RCO 7, RCO 11, RCO 15, RCO 32,	-	80,241.74	(80,241.74)	-	-	-	-		-	#DIV/0!	-	-
53	OCO 3	RCO 14, RCO 27R1, RCO 9R1, RCO 26R1	-	1,048,791.54	(1,048,791.54)	-	-	-	-		-	#DIV/0!	-	-
54	OCO 4	RCO 17R1, RCO 40	-	12,074.68	(12,074.68)	-	-	-	-		-	#DIV/0!	-	-
55	OCO 5	RCO 22, RCO 28, RCO 33, RCO 47, RCO 50, RCO53, RCO 66, RCO 69, RCO 77, RCO 81		65,161.71	(65,161.71)	-	-	-	-		-	#DIV/0!	-	-
56	OCO 6	RCO 35, RCO 36, RCO 39, RCO 45, RCO 48, RCO 51, RCO 52, RCO 65, RCO 67, RCO 95		369,310.84	(369,310.84)	-	-	-	-		-	#DIV/0!	-	-
57	OCO 7	RCO 19, RCO 23R1, RCO 25, RCO 26R3, RCO 31, RCO 38, RCO 55, RCO 58, RCO 61, RCO 62, RCO 64, RCO 67, RCO 70, RCO 72, RCO 72R1, RCO 78, RCO 80, RCO 91, RCO 92, RCO 93, RCO 94, RCO 96, RCO 97, RCO 98, RCO 99, RCO 101, RCO 114, RCO 116, RCO 117, RCO 119, RCO 120, RCO 121, RCO 124, RCO 128, RCO 133, RCO 139		1,178,513.75	(1,178,513.75)	-	-	-	-		-	#DIV/0!	-	-
58	OCO 8	RCO 084, RCO 104, RCO 107R4, RCO 111, RCO 113R1, RCO 125R1, RCO 127R1, RCO 135R1, RCO 137, RCO 138R3, RCO 142R2, RCO 145, RCO 147, RCO 149R2, RCO 150, RCO 153, RCO 155, RCO 157, RCO 165, RCO 170, RCO 173		1,156,837.97	(1,139,109.00)	17,728.97	-	-	-		-	0	17,728.97	-
59	OCO 9	RCO018, RCO 100R4, RCO 112, RCO 120, RCO 129, RCO 143, RCO 143R3, RCO 158, RCO 160R1, RCO 162, RCO 164, RCO 168R1, RCO 171.1, RCO 174, RCO 175R1, RCO 176, RCO 179, RCO 180, RCO 181, RCO 183, RCO 185, RCO 186, RCO 189, RCO.189R1, RCO 190, RCO 191, RCO 195, RCO 199, RCO 202, RCO 202R1, RCO 207, RCO 214, RCO 218, RCO 220		340,037.37	(15,000.00)	325,037.37	-	-	-		-	0	325,037.37	-
		SUBTOTAL	55,649,938.00	4,524,722.76	14,432.60	60,191,093.15	53,386,603.82	1,304,245.65	30,500.00		54,717,549.47	90.9%	5,473,543.68	

4,952,470.45

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

CONTINUATION SHEET

APPLICATION AND CERTIFICATE FOR PAYMENT

containing Contractor's signed certificate, is attached.

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

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

CONTINUATION G703

APPLICATION NUMBER 36
PERIOD FROM 03/01/2018
PERIOD TO 03/31/2018

A	B	C				D	E		F	G	H	I	J
		COMMITMENT VALUES				WORK COMPLETED				TOTAL			
LINE	WORK DESCRIPTION	ORIGINAL AMOUNT -1-	CHANGE ORDERS -2-	BUDGET TRANSFERS	CURRENT AMOUNT -3-	FROM PREVIOUS APPLICATION	THIS PERIOD	STORED MATERIALS		COMPLETE AND STORED TO DATE (D + E)	% COMPLETE (G/C3)	BALANCE TO FINISH (C3 - G)	RETAINAGE
60	CONSTRUCTION CONTINGENCY (2.25%)	1,060,688.00	-	(14,432.40)	1,046,255.60	-				-	0.0%	1,046,255.60	-
61	SPECIALTY SPACE SUPERVISION - NSM	100,000.00	-	-	100,000.00					-	0.0%	100,000.00	-
62	GENERAL LIABILITY INSURANCE (1%)	595,280.00	48,355.93	-	644,635.93	644,635.93			-	644,635.93	100.0%	-	-
63	SUBGUARD (1.25%)	670,150.00	61,543.93	-	731,703.93	731,703.93			-	731,703.93	100.0%	-	4,452,470.45
	SUBTOTAL	55,079,058.00	4,637,932.68	(0.00)	59,716,990.68	54,772,943.73	1,304,246.55	36,000.00		56,113,980.28	89.5%	6,602,009.28	[illegible]
64	FEE (2.5%)	1,451,802.00	123,300.21		1,575,102.21	1,381,249.67	33,606.14			1,412,855.81	89.8%	162,246.40	141,385.58
	TOTAL CONSTRUCTION COST	56,527,860.00	4,760,922.87	(0.00)	61,288,090.87	56,154,193.40	1,336,851.79	36,000.00		57,526,845.19	93.9%	6,761,045.68	[illegible]
65	PRECONSTRUCTION FEE	66,779.00			66,779.00	66,779.00				66,779.00	100.0%	-	-
	TOTAL COST WITH PRECON	59,654,747.00	4,760,922.87	(0.00)	64,255,669.87	56,220,972.40	1,336,851.79	36,000.00		57,594,624.19	89.6%	6,761,045.68	[illegible]
66	BUYOUT REDUCTION CONTINGITION	(250,000.00)			(250,000.00)					-	0.0%	(250,000.00)	-
	GRAND TOTAL	59,344,747.00	4,760,922.87	(0.00)	64,105,669.87	56,220,972.40	1,336,851.79	36,000.00		57,594,624.19	89.8%	6,511,045.68	[illegible]

5,093,856.03

Balfour Beatty
Construction

Request for Payment

Pay Request #	21
Work Performed Through	03/31/18

Subcontractor's Name: Palmetto Automatic Sprinkler Company, Inc.
Subcontractor's Address: 1862 Old Dunbar Rd.
West Columbia, SC 29172

Phone Number: 803-794-1602
Fax Number:

Project Name: Hotel at Marion Square Job No.: 13026400 Date: 03/15/18
Owner: Library Associates, LLC

Description of Work: Fire Protection

Original Contract Amount	$464,920.00
Change Order Total (Through C/O #: 1)	$3,231.88
Total Revised Contract	$468,151.88
Previous Work Performed to Date(SSR)	$453,364.20
Value of Materials Stored On Site	$0 00
Value of Materials Stored Off Site	$0.00
Current Month Gross	$640.35
New Work Performed to Date	$454,004.55
Less 10 % Retainage	$45,400.46
Amount Earned to Date	$408,604.10
Less Previous Net Billings	$408,027.78
Less Adjustments/Joint Checks	$0.00
Less Pending Back Charges	$0.00
Total Amount this Requisition	$576.31

Subcontract [X] Purchase Order [ ]
Other Contract Type

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

Subguard [ ] Alternate Plan [ ]

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

Insurance Status: Finaled
Insurance Expiration Date: 10/01/18

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

Owner Billing Number: 12
Owner Payment Rec'd Date:
Payment Terms: Pay When Paid
Pay Select #:

For Balfour Beatty Use Only:

	CO #	Vendor #	Job #	Contract No.
	50540	1348477	13026400	525443

Date	Invoice #	Description
03/31/18	13026400 - 21	13026400 . PE# 21 . 18.03

Gross Amount	Retainage Amt	Net Amount
$640.35	$32.02	$576.31

Trade Account?	Tax Code	Pay Item & Cost Code	Accrue Tax?
NO		400.51550000.40	NO

Hold Codes: 02- OWNER FUNDING Lower Tier Waivers
PM APP

Approvals:
PM / Date
PA / Date: CA 03/15/18
APA / Date

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APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF TWO PAGES

TO PRIME CONTRACTOR:
Balfour Beatty Construction
1939 Charlotte Rd, Charlotte, NC 28203

PROJECT:
Hotel at Marion Square

FROM SUBCONTRACTOR:
Palmetto Automatic Sprinkler Co., Inc
PO Box 2927
West Columbia, SC 29171

VIA ARCHITECT:

CONTRACT FOR: FIRE PROTECTION

APPLICATION NO: 21

PERIOD TO: 3/31/18

PROJECT NOS: 13026000
615008

CONTRACT DATE: 3/11/15

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

CONTRACTOR'S APPLICATION FOR PAYMENT

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

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

1. ORIGINAL CONTRACT SUM	$	464,920.00
2. Net change by Change Orders	$	3,231.88
3. CONTRACT SUM TO DATE (Line 1 ± 2)	$	468,151.88
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	$	454,004.55
5. RETAINAGE:		
a. 10% of Completed Work (Column D + E on G703)	$ 45,400.46	
b. ____% of Stored Material (Column F on G703)	$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	$	45,400.46
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	$	408,604.09
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	408,027.78
8. CURRENT PAYMENT DUE	$	576.31
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	59,547.79

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

SUBCONTRACTOR: Palmetto Automatic Sprinkler Company, Inc

By: _____ Date: 3/31/18

State of: South Carolina County of: Lexington
Subscribed and sworn to before me this 31 day of March 2018
Notary Public: Michelle Murphy
My Commission expires: 12/3/24

CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED ..... $ _____

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

CONTRACTOR:

By: _____ Date: _____

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

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CONTINUATION SHEET

AIA DOCUMENT G703

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

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

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

Hotel at Marion Square

APPLICATION NO: 21
APPLICATION DATE: 3/15/18
PERIOD TO: 3/31/18
13026000
615008

A ITEM NO	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	E WORK COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	G % (G ÷ C)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
1	Design	$32,545.00	$32,545.00			$32,545.00	100.00%		$3,254.50
2	Mobilization	$13,950.00	$13,950.00			$13,950.00	100.00%		$1,395.00
3	Site Work	$2,500.00	$2,500.00			$2,500.00	100.00%		$250.00
4	Fire Pump	$55,270.00	$52,505.12			$52,505.12	95.00%	$2,764.88	$5,250.51
5	Standpipes	$33,960.00	$32,262.00			$32,262.00	95.00%	$1,698.00	$3,226.20
6	Parking Floor Material	$21,792.00	$21,792.00			$21,792.00	100.00%		$2,179.20
7	Parking Floor Labor	$12,807.00	$11,526.00	$640.35		$12,166.35	95.00%	$640.65	$1,216.64
8	Parking Floor Test & Trim	$850.00						$850.00	$0.00
9	1st Floor Material	$30,509.00	$30,509.00			$30,509.00	100.00%		$3,050.90
10	1st Floor Labor	$18,673.00	$18,673.00			$18,673.00	100.00%		$1,867.30
11	1st Floor Test & Trim	$1,050.00						$1,050.00	$0.00
12	2nd Floor Material	$37,244.00	$37,244.00			$37,244.00	100.00%		$3,724.40
13	2nd Floor Labor	$23,468.00	$23,468.00			$23,468.00	100.00%		$2,346.80
14	2nd Floor Test & Trim	$1,200.00						$1,200.00	$0.00
15	3rd Floor Material	$18,809.00	$18,809.00			$18,809.00	100.00%		$1,880.90
16	3rd Floor Labor	$12,653.00	$12,653.00			$12,653.00	100.00%		$1,265.30
17	3rd Floor Test & Trim	$1,000.00						$1,000.00	$0.00
18	4th Floor Material	$18,809.00	$18,809.00			$18,809.00	100.00%		$1,880.90
19	4th Floor Labor	$12,653.00	$12,653.00			$12,653.00	100.00%		$1,265.30
20	4th Floor Test & Trim	$1,000.00						$1,000.00	$0.00
21	5th Floor Material	$18,918.00	$18,918.00			$18,918.00	100.00%		$1,891.80
22	5th Floor Labor	$12,726.00	$12,726.00			$12,726.00	100.00%		$1,272.60
23	5th Floor Test & Trim	$1,000.00						$1,000.00	$0.00
24	6th Floor Material	$13,091.00	$13,091.00			$13,091.00	100.00%		$1,309.10
25	6th Floor Labor	$8,987.00	$8,987.00			$8,987.00	100.00%		$898.70
26	6th Floor Test & Trim	$750.00						$750.00	$0.00
27	7th Floor Material	$12,764.00	$12,764.00			$12,764.00	100.00%		$1,276.40
28	7th Floor Labor	$8,768.00	$8,768.00			$8,768.00	100.00%		$876.80

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CONTINUATION SHEET

AIA DOCUMENT G703

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

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

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

Hotel at Marion Square

APPLICATION NO: 21
APPLICATION DATE: 3/15/18
PERIOD TO: 3/31/18
13026000
615008

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED: FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED: THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
29	7th Floor Test & Trim	$750.00						$750.00	$0.00
30	8th Floor Material	$13,309.00	$13,309.00			$13,309.00	100.00%		$1,330.90
31	8th Floor Labor	$9,133.00	$9,133.00			$9,133.00	100.00%		$913.30
32	8th Floor Test & Trim	$750.00						$750.00	$0.00
33	Roof Terrace Material	$7,764.00	$7,764.00			$7,764.00	100.00%		$776.40
34	Roof Terrace Labor	$4,968.00	$4,968.00			$4,968.00	100.00%		$496.80
35	Roof Terrace Test & Trim	$500.00						$500.00	$0.00
36	Change Order #1	($1,956.12)	($1,956.12)			($1,956.12)	100.00%		($195.61)
37	Change Order #4	$1,312.00	$1,312.00			$1,312.00	100.00%		$131.20
38	Change Order #5	$3,876.00	$3,682.20			$3,682.20	95.00%	$193.80	$368.22
	GRAND TOTALS	$468,151.88	$453,364.20	$640.35		$454,004.55	96.98%	$14,147.33	$45,400.46

AIA DOCUMENT G703 CONTINUATION SHEET FOR G702 1992 EDITION AIA © 1992
THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W. WASHINGTON, D.C. 20006-5292

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

KNOW ALL MEN BY THESE PRESENTS:

That Palmetto Automatic Sprinkler Company, Inc (the "Lienor") for and in consideration of the payment of the sum of $ 576.31 and other good and valuable consideration paid by Balfour Beatty Construction, LLC (the "Contractor") or Library Associates, LLC ("Owner"), receipt of which is hereby acknowledged, hereby releases, waives and quit claims to Contractor, the Owner, and their respective successors and assigns, all liens, lien rights, claims or demands of any kind whatsoever, which Lienor now has or might have against Contractor and/or Owner and/or the buildings and improvements on the premises legally described as: See Exhibit "A" attached hereto (the "Property") on account of labor and services performed and/or material furnished for the construction of any improvements thereon; except for retention, and open change order requests, claims or disputes identified as follows:

_____

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

Signed, sealed and delivered
in the presence of:

Andrea Seigler
Signature
Andrea Seigler
Print Name

Palmetto Automatic Sprinkler Company, Inc
a _____ corporation

Signature
Stephen Keene, Controller
Print Name & Title

STATE OF South Carolina

COUNTY OF Lexington

The foregoing instrument was acknowledged before me this 14 day of March, 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.

NOTARY PUBLIC, STATE OF South Carolina

My Commission Expires: 3/23/24

TIER RELEASE SCHEDULE

[illegible]

[illegible]

[illegible] PALMETTO AUTOMATIC SPRINKLER COMPANY, INC

[illegible]

[illegible]	B	C	D	E	F		G	H	I	J		K
[illegible]	[illegible]	[illegible] (Yes/No)	[illegible]	Bonded Sub? (Yes/No)	Has tier billed for work to date? select: (Yes/No)		Cumulative dollar amount tier billed for work/materials to date:	Tier's most recent invoice is dated through:	Tier's most recent release is dated through: (as noted on releases)	Tier's most recent release is PARTIAL or FINAL? Select One		Comments:
[illegible]	[illegible]	[illegible]	[illegible]		YES	NO	$12,120.00	4/27/2010	3/31/2010	PARTIAL	FINAL	thru March 2010
[illegible]					YES	NO	12[illegible]11	2/17/15		PARTIAL	FINAL	
[illegible]					YES	NO	3058.97	12/31/17		PARTIAL	FINAL	
[illegible]					YES	NO	3210.00	11/30/16		PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	

Client#: 233116 17PALMEAUT

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/27/2017

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

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

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

CONTACT NAME: Brett Royer
PHONE (A/C, No, Ext): 803 748-0100 FAX (A/C, No): 877 467-7214
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Amerisure Insurance Company	19488
INSURER B: Scottsdale Insurance Company	41297
INSURER C: Endurance American Specialty In	41718
INSURER D:	
INSURER E:	
INSURER F:	

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

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			CPP2102583	10/01/2017	10/01/2018	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE	$2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			CA2102584	10/01/2017	10/01/2018	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB / X OCCUR			XLS0103310	10/01/2017	10/01/2018	EACH OCCURRENCE	$5,000,000
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$5,000,000
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC2102582	10/01/2017	10/01/2018	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
C	Excess Umbrella Liability			ELD300001692	10/01/2017	10/01/2018	$5,000,000 per Occur Aggr-Over Primary/ Umbrella Limit	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
REFERENCE: Job Number: 615008; Project: Hotel at Marion Square

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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DEFENDANT LIBRARY ASSOCIATES, LLC'S

TRIAL EXHIBIT #55

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TAB 7

ALL-STATE LEGAL®
EXHIBIT
Def
55

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

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

OWNER	LIBRARY ASSOCIATES, LLC. 17 Lockwood Drive, Suite 400 Charleston, SC 29401	PROJECT	THE HOTEL AT MARION SQUARE 404 KING STREET CHARLESTON, SC 29403	APPLICATION PERIOD FROM PERIOD TO	37 04/01/2018 04/30/2018
CONTRACTOR ADDRESS	Balfour Beatty Construction, LLC 1930 Camden Rd Charlotte, NC 28203	ARCHITECT ADDRESS PHONE #	WINFORD LINDSAY ARCHITECT 344 West Pike Street Lawrenceville, GA 30046 770-407-5796	VENDOR #: ARCHITECT'S PROJECT NO	
CONTRACT	THE HOTEL AT MARION SQUARE (Project #13026000)				

DISTRIBUTION TO:
- [X] OWNER
- [X] CONTRACTOR
- [X] ARCHITECT
- [ ] ENGINEERS

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

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY			
Change Orders approved in previous months by Owner		ADDITIONS	DEDUCTIONS
TOTAL		$ 4,760,922.87	
Approved this Month			
No.	Date Approved		
10		$ 178,889.58	
11		$ 11,646.22	
TOTALS		$ 190,535.80	$ -
Net change by Change Orden		$	4,951,458.67

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

CONTRACTOR: **Balfour Beatty Construction, LLC.**

By: Alu Dolley Date: 5/18/18

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

1. ORIGINAL CONTRACT SUM			$ 59,344,747.00
2. Net change by Change Orders			$ 4,951,458.67
3. CONTRACT SUM TO DATE (Line 1 + 2)			$ 64,296,205.67
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)			$ 59,259,283.36
5. RETAINAGE:			
a.	Completed Work	$ 5,130,488.94	
b.	Stored Materials	$ 2,059.70	
Total Retainage (Line 5a + 5b or Total in Column J of G703)			$ 5,132,548.64
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)			$ 54,126,734.72
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)			$ 52,554,146.81
8. CURRENT PAYMENT DUE			$ 1,572,587.91
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)			$ 10,169,470.95

State of: South Carolina County of: Charleston

Subscribed and sworn to before me this 18th day of May 2018

Notary Public: Nicholas Wegener

My commission expires: 07/22/2026

NICHOLAS WEGENER COM. EXPIRES NOTARY PUBLIC 07/22/2026 SOUTH CAROLINA

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED $

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

ARCHITECT: WINFORD LINDSAY ARCHITECT

By: Date:

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

G702-1983

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

CONTINUATION SHEET

APPLICATION AND CERTIFICATE FOR PAYMENT

containing Contractor's signed certificate, is attached

In tabulations below, amounts are stated to the nearest dollar

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

CONTINUATION G703

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

APPLICATION NUMBER 37
PERIOD FROM 04/01/2018
PERIOD TO 04/30/2018

A	B		C				D	E	F	G	H	I	J
			COMMITMENT VALUES				WORK COMPLETED			TOTAL			
LINE		WORK DESCRIPTION	ORIGINAL AMOUNT	CHANGE ORDERS	BUDGET TRANSFERS	CURRENT AMOUNT	FROM PREVIOUS APPLICATION	THIS PERIOD	STORED MATERIALS	COMPLETE AND STORED TO DATE	% COMPLETE	BALANCE TO FINISH	RETAINAGE
			-1-	-2-		-3-				(D + E)	(G/C)	(C3 - G)	
1	GIC'S	GENERAL CONDITIONALS (28 months)	3,216,655.00		1,853.00	3,218,708.00	3,216,855.00	1,853.00	-	3,218,708.00	100.0%	-	321,870.85
2						-	-	-	-	-	-	-	-
3		SUBCONTRACTS / COST OF WORK				-	-	-	-	-	-	-	-
4	GENERAL					-	-	-	-	-	-	-	-
5	00A	STAGING AND LOGISTICS	821,074.00			821,074.00	813,214.04	756.54	-	813,651.15	99.1%	7,123.82	41,395.12
6	01A	GENERAL TRADES	875,833.00			875,833.00	353,005.79	-	-	353,005.79	40.3%	522,827.21	35,300.58
7	SITE					-	-	-	-	-	-	-	-
8	02A	SITEWORK	1,632,494.00		(16,769.05)	1,615,727.95	1,423,873.30	-	-	1,423,873.30	88.1%	191,854.65	120,609.13
9	02J	HARDSCAPE, LANDSCAPE & IRRIGATION	317,316.00			317,316.00	250,967.00	-	-	250,967.00	79.1%	66,349.00	31,096.70
10	02K	SITE DEMOLITION ALLOWANCE	80,000.00			80,000.00	57,509.27	-	-	57,509.27	71.9%	22,490.73	5,750.93
11	STRUCTURE												
12	03L	DEEP FOUNDATIONS	2,228,614.00		(100,000.00)	2,128,614.00	1,778,278.00	-	-	1,778,278.00	83.5%	350,336.00	-
13	03A	CAST-IN-PLACE CONCRETE	7,337,895.00		163,387.93	7,501,282.93	7,501,282.93	-	-	7,501,282.93	100.0%	-	375,064.15
14	04A	MASONRY- CMU & CAST STONE	2,378,350.00		152,639.23	2,530,989.23	2,547,325.67	-	-	2,547,325.67	100.6%	(16,336.44)	254,732.57
15	05A	MISC. METALS	2,474,750.00		22,097.00	2,496,847.00	1,834,882.11			1,834,882.11	73.5%	661,964.89	183,483.21
16	SHELL					-	-	-	-	-	-	-	-
17	07A	ROOFING	655,695.00		34,200.00	689,904.00	670,608.59	-	-	670,608.59	97.2%	19,295.41	67,060.86
18	07B	WATERPROOFING/ CAULKING	742,500.00		50,809.40	793,309.40	778,447.71	-	-	778,447.71	98.1%	14,861.69	77,844.77
19	07C	STUCCO	913,030.00		442,246.30	1,355,284.30	1,332,736.63	-	-	1,332,736.63	98.3%	22,548.23	133,273.63
20	07F	FIREPROOFING	7,560.00			7,560.00	-	-	-	-	0.0%	7,560.00	-
21	07X	FIRESTOPPING	20,000.00		(20,000.00)	-	-	-	-	-	#DIV/0!	-	-
22	08F	GLASS (Moses Jamestown Painted Steel Storefront)	1,283,697.00			1,283,697.00	956,152.58	237,272.69	-	1,193,425.28	93.0%	90,271.72	119,342.61
23	08H	INTERIOR GLAZING	1,154,977.00		1,085,597.50	2,240,174.50	2,113,715.78	-	-	2,113,715.78	94.4%	126,458.72	211,371.58
24	08I	WINDOWS	740,395.00		(740,395.00)	-	-	-	-	-	#DIV/0!	-	-
25	13C	FABRIC AWNINGS	12,000.00			12,000.00	-	-	-	-	0.0%	12,000.00	-
26	INTERIORS					-	-	-	-	-	#DIV/0!	-	-
27	04A	MASONRY- INTERIOR CAST STONE	250,000.00		(168,530.00)	81,470.00	69,959.00	-		69,959.00	85.9%	11,481.00	6,995.90
28	05A	INTERIORS ORNAMENTAL METALS	230,000.00		(81,470.00)	148,530.00	-	-	-	-	0.0%	148,530.00	-
29	06A	ROUGH CARPENTRY	211,677.00		55,000.00	266,677.00	253,554.65	2,829.31	-	256,384.96	96.1%	10,292.04	25,638.50
30	08D	DOORS, FRAMES, AND HARDWARE	1,606,746.00		153,240.72	1,759,986.72	992,141.91	153,523.41	-	1,145,665.32	65.1%	614,321.40	114,566.53
31	08R	SPECIAL DOORS	359,997.00		(120,000.00)	239,997.00	153,837.00	-	-	153,837.00	64.1%	86,160.00	15,383.70
32	08X	SMOKE CONTAINMENT BARRIER	13,353.00		120,000.00	133,353.00	19,666.00	-	-	19,666.00	14.7%	113,687.00	1,966.60
33	09A	METAL STUD FRAMING & DRYWALL / ACOUSTICAL CEILINGS	3,717,093.00		637,631.00	4,354,724.00	4,296,442.70	58,453.87	-	4,354,896.57	100.0%	(172.57)	435,489.66
34	10A	SPECIALTIES	609,681.00		(17,169.00)	592,512.00	294,322.00	28,017.00	-	322,339.00	54.4%	270,173.00	32,233.90
35	10C	OPERABLE PARTITIONS	83,437.00			83,437.00	76,889.69	-	-	76,889.69	92.1%	6,547.31	7,689.66
36	11A	EQUIPMENT (PARKING LIFTS)	481,755.00			481,755.00	400,602.20	-	-	400,602.20	83.2%	81,152.80	40,060.22
37	11B	KITCHEN EQUIPMENT	-	-	684,873.00	684,873.00	657,656.97	-	-	657,656.97	96.0%	27,216.03	65,765.70
38	13A	POOL	365,864.00		(54,064.00)	311,800.00	287,550.00	-	-	287,550.00	92.2%	24,250.00	28,755.00
39	14A	ELEVATORS	1,475,219.00		140,400.07	1,615,619.07	1,479,919.00	-	-	1,479,919.00	91.6%	135,700.07	147,991.90
40	14B	WHEEL CHAIR LIFT	15,000.00			15,000.00	-	-	-	-	0.0%	15,000.00	-
41													
42	MEP					-				-			
43	15B	HVAC & PLUMBING	8,018,143.00		589,200.00	8,607,343.00	8,573,077.22	-	-	8,573,077.22	99.6%	33,364.78	857,307.72
44	15D	FIRE PROTECTION	466,820.00			466,820.00	452,003.65	9,091.68	-	461,095.33	98.8%	5,833.77	46,109.53
45	16A	ELECTRICAL	3,953,792.00		491,599.65	4,445,391.65	4,445,245.02	3,259.34	-	4,448,144.36	100.0%	(752.71)	444,614.44
46	FINISHES									-			
47	06B	FINISH CARPENTRY & CUSTOM MILLWORK	2,108,485.00	-	450,879.00	2,559,364.00	2,158,053.00	70,232.00	20,697.00	2,228,915.00	87.1%	330,449.00	227,891.50
48	09B	FLOORING	397,147.00	-	(19,085.00)	378,062.00	82,201.00	113,270.00	-	195,471.00	51.7%	182,591.00	19,547.10
49	09D	PAINTING & WALLCOVER	612,814.00		261,419.00	874,233.00	776,978.00	56,631.00	-	833,609.00	94.6%	47,723.31	83,353.97
50	09E	STONE & HARD TILE	3,568,810.00	-	(212,095.03)	3,356,754.97	3,297,694.40	57,260.80	-	3,354,955.20	99.9%	11,799.77	335,495.52
51	OCO 1	RCO 1, RCO 4, RCO 5, RCO 6, RCO 8, RCO 10, RCO 12	-	274,953.15	(274,953.15)	-	-	-	-	-	#DIV/0!	-	-
52	OCO 2	RCO 3, RCO 7, RCO 11, RCO 15, RCO 32,	-	60,241.74	(60,241.74)	-	-	-	-	-	#DIV/0!	-	-
53	OCO 3	RCO 14, RCO 27R1, RCO 08R1, RCO 20R1	-	1,048,751.54	(1,048,751.54)	-	-	-	-	-	#DIV/0!	-	-
54	OCO 4	RCO 17R1, RCO 40	-	12,874.68	(12,874.68)	-	-	-	-	-	#DIV/0!	-	-
55	OCO 5	RCO 22, RCO 28, RCO 33, RCO 47, RCO 50, RCO53, RCO 66, RCO 68, RCO 77, RCO 81		65,161.71	(65,161.71)	-	-	-	-	-	#DIV/0!	-	-
56	OCO 6	RCO 35, RCO 36, RCO 39, RCO 45, RCO 48, RCO 51, RCO 52, RCO 85, RCO 87, RCO 95		309,310.84	(309,310.84)	-	-	-	-	-	#DIV/0!	-	-
57	OCO 7	RCO 19, RCO 23R1, RCO 25, RCO 30R3, RCO 31, RCO 38, RCO 55, RCO 58, RCO 61, RCO 62, RCO 64, RCO 67, RCO 70, RCO 72, RCO 73R1, RCO 78, RCO 80, RCO 91, RCO 92, RCO 93, RCO 94, RCO 96, RCO 97, RCO 98, RCO 99, RCO 101, RCO 114, RCO 116, RCO 117, RCO 119, RCO 120, RCO 121, RCO 124, RCO 128, RCO 133, RCO 139		1,178,513.75	(1,178,513.75)	-	-	-	-	-	#DIV/0!	-	-
58	OCO 8	RCO 054, RCO 164, RCO 107R4, RCO 111, RCO 113R1, RCO 125R1, RCO 127R1, RCO 135R1, RCO 137, RCO 138R3, RCO 142R2, RCO 145, RCO 147, RCO 149R2, RCO 150, RCO 153, RCO 155, RCO 157, RCO 165, RCO 170, RCO 173		1,196,937.97	(1,196,937.97)	-	-	-	-	-	#DIV/0!	-	-
59	OCO 9	RCO018, RCO 100R4, RCO 112, RCO 126, RCO 129, RCO 143, RCO 145R3, RCO 158, RCO 160R1, RCO 162, RCO 164, RCO 169R1, RCO 171.1, RCO 174, RCO 175R1, RCO 176, RCO 178, RCO 180, RCO 181, RCO 183, RCO 185, RCO 186, RCO 188, RCO 189R1, RCO 190, RCO 191, RCO 193, RCO 195, RCO 202, RCO 203R1, RCO 207, RCO 214, RCO 216, RCO 229		340,037.37	(65,000.00)	275,037.37	-	-	-	-	0	275,037.37	
60	OCO 10	RCO 144, RCO 151R1, RCO 163, RCO 167, RCO 168, RCO 193, RCO 199R3, RCO 201R1, RCO 208, RCO 210, RCO 217, RCO 224, RCO 226, RCO 228, RCO 229, RCO 230R2, RCO 232, RCO 234		169,340.91	-	169,340.91	-	-	-	-	0	169,340.91	
61	OCO 11	Construction Change Directives - April Draw		10,997.00	(10,997.00)	-							
		SUBTOTAL	55,649,938.00	4,707,660.64	23,419.49	60,371,421.00	54,737,473.00	859,590.05	20,697.00	55,617,760.45	92.1%	4,753,660.41	4,937,102.92

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CONTINUATION SHEET

APPLICATION AND CERTIFICATE FOR PAYMENT

containing Contractor's signed certificate, is attached

in tabulations below, amounts are stated to the nearest dollar

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

CONTINUATION G703

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

APPLICATION NUMBER 37
PERIOD FROM 04/01/2018
PERIOD TO 04/30/2018

A	B	C				D	E	F	G	H	I	J
		COMMITMENT VALUES				WORK COMPLETED			TOTAL			
LINE	WORK DESCRIPTION	ORIGINAL AMOUNT	CHANGE ORDERS	BUDGET TRANSFERS	CURRENT AMOUNT	FROM PREVIOUS APPLICATION	THIS PERIOD	STORED MATERIALS	COMPLETE AND STORED TO DATE (D + E)	% COMPLETE (G/C)	BALANCE TO FINISH (C - G)	RETAINAGE
		-1-	-2-		-3-							
60	CONSTRUCTION CONTINGENCY (2.25%)	1,000,688.00	-	(14,432.40)	1,046,255.60	-	743,949.55	-	743,949.55	71.1%	302,306.05	-
61	SPECIALTY SPACE SUPERVISION - NBM	100,000.00	-	-	100,000.00	-	-	-	-	0.0%	100,000.00	-
62	GENERAL LIABILITY INSURANCE (1%)	566,250.00	51,456.74	-	640,736.74	644,635.62	-	-	644,635.62	99.7%	2,100.76	-
63	SUBGUARD (1.25%)	670,100.00	64,077.95	-	734,177.95	731,703.53	-	-	731,703.53	99.7%	2,474.42	-
	SUBTOTAL	58,076,066.00	4,822,825.35	10,987.00	62,898,891.35	56,113,613.51	1,403,635.60	20,897.00	57,538,247.11	91.5%	5,160,644.24	4,947,102.92
64	FEE (2.5%)	1,451,902.00	128,033.32		1,580,935.32	1,413,851.41	40,605.84		1,454,457.25	92.0%	126,378.07	145,445.75
	TOTAL CONSTRUCTION COST	59,527,968.00	4,951,458.67	10,987.00	64,479,426.67	57,527,464.92	1,444,242.44	20,897.00	59,192,704.36	91.8%	5,286,922.31	5,092,548.64
65	PRECONSTRUCTION FEE	68,779.00			68,779.00	68,779.00	-		68,779.00	100.0%	-	-
	TOTAL COST WITH PRECON	59,596,747.00	4,951,458.67	10,987.00	64,548,205.67	57,596,243.92	1,444,242.44	20,897.00	59,261,483.36	91.8%	5,286,922.31	5,092,548.64
66	BUYOUT REDUCTION CONTRIBUTION	(250,000.00)			(250,000.00)				-	0.0%	(250,000.00)	-
	GRAND TOTAL	59,346,747.00	4,951,458.67	10,987.00	64,298,205.67	57,596,243.92	1,444,242.44	20,897.00	59,261,483.36	92.1%	5,036,922.31	5,092,548.64

Balfour Beatty
Construction

Request for Payment

Pay Request #	22
Work Performed Through:	04/30/18

Subcontractor's Name: Palmetto Automatic Sprinkler Company, Inc.
Subcontractor's Address: 1862 Old Dunbar Rd.
West Columbia, SC 29172

Phone Number: 803-794-1602
Fax Number:

Project Name: Hotel at Marion Square — Job No.: 13026400 — Date: 04/19/18
Owner: Library Associates, LLC

Description of Work:	Fire Protection	
Original Contract Amount	$464,920.00	
Change Order Total Through CO # 1	$3,231.68	
Total Revised Contract	$468,151.68	
Previous Work Performed to Date(SSR)	$454,004.55	
Value of Materials Stored On Site	$0.00	
Value of Materials Stored Off Site	$0.00	
Current Month Gross	$9,081.68	
New Work Performed to Date	$463,086.23	
Less 10 % Retainage	$46,308.62	
Amount Earned to Date	$416,777.61	
Less Previous Net Billings	~~$408,027.78~~	408,604.09
Less Adjustments/Joint Checks	$0.00	
Less Pending Back Charges	$0.00	
Total Amount this Requisition	~~$8,749.83~~	8,173.52

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

Contract Increased 20%?	Y [ ]	N [X]
If yes, bond rider received	Y [ ]	N [ ]
EEO Reports Current	Y [ ]	N [ ]
Certified Payrolls Current	Y [ ]	N [ ]
Insurance Status	Finated	
Insurance Expiration Date	10/01/18	
Release Attached	Y [ ]	N [ ]
Tier/Supplier Release If Required	Y [ ]	N [ ]
Reducing Retention	Y [ ]	N [ ]
If reducing retainage, reducing	From [ ]	To [X]
Consent of Surety for retention reduction if bonded	Y [ ]	N [ ]
New materials stored off site If yes, attach stored materials checklist	Y [ ]	N [X]
Final Payment If yes, see attached checklist	Y [ ]	N [X]

Owner Billing Number: 12
Owner Payment Rec'd Date:
Payment Terms: Pay When Paid
Pay Select #

For Balfour Beatty Use Only:

	CO #	Vendor #	Job #	Contract No.
	60540	1348477	13026400	525443
Date	Invoice #	Description		
04/30/18	13026400 - 22	13026400 . PE# 22 . 18.04		
Gross Amount		Retainage Amt	Net Amount	
$9,081.68		$454.08	$8,749.83	
Trade Account?	Tax Code	Pay Item & Cost Code		Accrue Tax?
NO		400.51550000.40		NO

Hold Codes: 02- OWNER FUNDING — Lower Tier Waivers
PM APP

Approvals:
PM / Date
PA / Date CA 04/19/18
APA / Date

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APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF TWO PAGES

TO PRINCIPAL: [illegible]

PROJECT: [illegible]

FROM SUBCONTRACTOR: Palmetto Automatic Sprinkler Co., Inc

VIA ARCHITECT

CONTRACT FOR: FIRE PROTECTION

APPLICATION NO: 22

PERIOD TO: 4/30/18

PROJECT NOS: 13026000
615008

CONTRACT DATE: 3/11/15

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

CONTINUATION SHEET FOR APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	$ 464,920.00
2. Net change by Change Orders	$ 3,231.88
3. CONTRACT SUM TO DATE (Line 1 ± 2)	$ 468,151.88
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	$ 403,086.23
5. RETAINAGE:	
a. 10% of Completed Work (Column D + E on G703)	$ 46,386.62
b. % of Stored Material (Column F on G703)	$
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	$ 46,308.62
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$ 416,777.61
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$ 408,604.09
8. CURRENT PAYMENT DUE	$ 8,173.52
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$ 51,374.27

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total change orders approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Orders		

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

SUBCONTRACTOR: Palmetto Automatic Sprinkler Company, Inc

By: [signature] Date: 4/30/18

State of: South Carolina County of: Lexington

Subscribed and sworn to before me this 30 day of April

Notary Public: [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.

AMOUNT CERTIFIED ..... $

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

CONTRACTOR:

By: Date:

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

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CONTINUATION SHEET

AIA DOCUMENT G703

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

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

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

Hotel at Marion Square

APPLICATION NO: 21
APPLICATION DATE: 4/18/18
PERIOD TO: 4/30/18
13026000
615008

A ITEM NO	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	E WORK COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	G % (G ÷ C)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
1	Design	$32,545.00	$32,545.00			$32,545.00	100.00%		$3,254.50
2	Mobilization	$13,950.00	$13,950.00			$13,950.00	100.00%		$1,395.00
3	Site Work	$2,500.00	$2,500.00			$2,500.00	100.00%		$250.00
4	Fire Pump	$55,270.00	$52,505.12	$2,764.88		$55,270.00	100.00%		$5,527.00
5	Standpipes	$33,960.00	$32,262.00	$1,698.00		$33,960.00	100.00%		$3,396.00
6	Parking Floor Material	$21,792.00	$21,792.00			$21,792.00	100.00%		$2,179.20
7	Parking Floor Labor	$12,807.00	$12,166.35			$12,166.35	95.00%	$640.65	$1,216.64
8	Parking Floor Test & Trim	$850.00		$425.00		$425.00	50.00%	$425.00	$42.50
9	1st Floor Material	$30,509.00	$30,509.00			$30,509.00	100.00%		$3,050.90
10	1st Floor 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		$525.00	50.00%	$525.00	$52.50
12	2nd Floor Material	$37,244.00	$37,244.00			$37,244.00	100.00%		$3,724.40
13	2nd Floor 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		$600.00	50.00%	$600.00	$60.00
15	3rd Floor Material	$18,809.00	$18,809.00			$18,809.00	100.00%		$1,880.90
16	3rd Floor 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		$500.00	50.00%	$500.00	$50.00
18	4th Floor Material	$18,809.00	$18,809.00			$18,809.00	100.00%		$1,880.90
19	4th Floor 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		$500.00	50.00%	$500.00	$50.00
21	5th Floor Material	$18,918.00	$18,918.00			$18,918.00	100.00%		$1,891.80
22	5th Floor 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		$500.00	50.00%	$500.00	$50.00
24	6th Floor Material	$13,091.00	$13,091.00			$13,091.00	100.00%		$1,309.10
25	6th Floor Labor	$8,987.00	$8,987.00			$8,987.00	100.00%		$898.70
26	6th Floor Test & Trim	$750.00		$375.00		$375.00	50.00%	$375.00	$37.50
27	7th Floor Material	$12,764.00	$12,764.00			$12,764.00	100.00%		$1,276.40
28	7th Floor Labor	$8,768.00	$8,768.00			$8,768.00	100.00%		$876.80

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CONTINUATION SHEET

AIA DOCUMENT G703

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

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

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

Hotel at Marion Square

APPLICATION NO: 21
APPLICATION DATE: 4/18/18
PERIOD TO: 4/30/18
13026000
615008

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED: FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED: THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
29	7th Floor Test & Trim	$750.00		$375.00		$375.00	50.00%	$375.00	$37.50
30	8th Floor Labor	$13,309.00	$13,309.00			$13,309.00	100.00%		$1,330.90
31	8th Floor Labor	$9,133.00	$9,133.00			$9,133.00	100.00%		$913.30
32	8th Floor Test & Trim	$750.00		$375.00		$375.00	50.00%	$375.00	$37.50
33	Roof Terrace Materials	$7,764.00	$7,764.00			$7,764.00	100.00%		$776.40
34	Roof Terrace Labor	$4,968.00	$4,968.00			$4,968.00	100.00%		$496.80
35	Roof Terrace Test & Trim	$500.00		$250.00		$250.00	50.00%	$250.00	$25.00
36	Change Order #1	($1,956.12)	($1,956.12)			($1,956.12)	100.00%		($195.61)
37	Change Order #2	$1,312.00	$1,312.00			$1,312.00	100.00%		$131.20
38	Change Order #3	$3,876.00	$3,682.20	$193.80		$3,876.00	100.00%		$387.60
	GRAND TOTALS	$468,151.88	$454,004.55	$9,081.68		$463,086.23	98.92%	$5,065.65	$46,308.62

AIA DOCUMENT G703 CONTINUATION SHEET FOR G702 1992 EDITION AIA © 1992
THE AMERICAN INSTITUTE OF ARCHITECTS 1735 NEW YORK AVENUE, N.W. WASHINGTON, D.C. 20006-5292

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

KNOW ALL MEN BY THESE PRESENTS:

That Palmetto Automatic Sprinkler Company, Inc (the "Lienor") for and in consideration of the payment of the sum of $ 8173.50 and other good and valuable consideration paid by Balfour Beatty Construction, LLC (the "Contractor") or Library Associates, LLC ("Owner"), receipt of which is hereby acknowledged, hereby releases, waives and quit claims to Contractor, the Owner, and their respective successors and assigns, all liens, lien rights, claims or demands of any kind whatsoever, which Lienor now has or might have against Contractor and/or Owner and/or the buildings and improvements on the premises legally described as: See Exhibit "A" attached hereto (the "Property") on account of labor and services performed and/or material furnished for the construction of any improvements thereon; except for retention, and open change order requests, claims or disputes identified as follows:

_____

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

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

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

Signed, sealed and delivered
in the presence of:

Rachel Pirkkala
Signature
Rachel Pirkkala
Print Name

Palmetto Automatic Sprinkler Company, inc
a _____ corporation

Signature
Stephen Keene, Controller
Print Name & Title

STATE OF South Carolina

COUNTY OF Lexington

The foregoing instrument was acknowledged before me this 18 day of April, 2018 by Stephen Keene Controller of PASI a _____ corporation on, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

NOTARY PUBLIC, STATE OF South Carolina

My Commission Expires: 12/3/24

TIER RELEASE SCHEDULE

	Crest at Harbor Square
	13036000
	4/30/2010
	PALMETTO AUTOMATIC SPRINKLER COMPANY, INC
Application for Pay Req #:	22
	4/30/2010

	B	C	D	E	F		G	H	I	J		K
	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:
	Yes - FIT	NO	N/A		YES	NO	$12,123 00	4/27/2010	3/31/2010	PARTIAL	FINAL	thru March 2010
[illegible], PO Box [illegible], GA 30384-0285	no	no			YES	NO	3581.00	5/1/18		PARTIAL	FINAL	
[illegible]					YES	NO	3058.97	12/30/17		PARTIAL	FINAL	
[illegible]					YES	NO	3210.00	11/30/16		PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	

Client#: 233116 17PALMEAUT

ACORD. CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/27/2017

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

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

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

CONTACT NAME: Brett Royer
PHONE (A/C, No, Ext): 803 748-0100 FAX (A/C, No): 877 467-7214
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Amerisure Insurance Company	19488
INSURER B: Scottsdale Insurance Company	41297
INSURER C: Endurance American Specialty In	41718
INSURER D:	
INSURER E:	
INSURER F:	

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

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER POLICY X PRO-JECT LOC OTHER:			CPP2102583	10/01/2017	10/01/2018	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
							PRODUCTS - COMP/OP AGG	$2,000,000
								$
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS X HIRED AUTOS SCHEDULED AUTOS X NON-OWNED AUTOS			CA2102584	10/01/2017	10/01/2018	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			XLS0103310	10/01/2017	10/01/2018	EACH OCCURRENCE	$5,000,000
							AGGREGATE	$5,000,000
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC2102582	10/01/2017	10/01/2018	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
C	Excess Umbrella Liability			ELD300001692	10/01/2017	10/01/2018	$5,000,000 per Occur Aggr-Over Primary/ Umbrella Limit	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
REFERENCE: Job Number: 615008; Project: Hotel at Marion Square

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

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

AUTHORIZED REPRESENTATIVE

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

DEFENDANT LIBRARY ASSOCIATES, LLC'S

TRIAL EXHIBIT #56

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

TAB 8

ALL-STATE LEGAL®
EXHIBIT
DPT
56

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

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

OWNER	**LIBRARY ASSOCIATES, LLC.** 17 Lockwood Drive, Suite 400 Charleston, SC 29401	PROJECT	**THE HOTEL AT MARION SQUARE** 404 KING STREET CHARLESTON, SC 29403	APPLICATION PERIOD FROM PERIOD TO	38 05/01/2018 05/31/2018
CONTRACTOR ADDRESS	**Balfour Beatty Construction, LLC** 1930 Camden Rd Charlotte, NC 28203	ARCHITECT ADDRESS PHONE #	**WINFORD LINDSAY ARCHITECT** 344 West Pike Street Lawrenceville, GA 30046 770-407-5796	VENDOR #: ARCHITECT'S PROJECT NO	
CONTRACT	**THE HOTEL AT MARION SQUARE** (Project #13026000)				

DISTRIBUTION TO:

- [X] OWNER
- [X] CONTRACTOR
- [X] ARCHITECT
- [ ] ENGINEERS

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

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY			
Change Orders approved in previous months by Owner		ADDITIONS	DEDUCTIONS
TOTAL		$ 4,951,458.67	
Approved this Month			
No.	Date Approved		
12		$ 98,814.97	
13		$ 35,981.70	
TOTALS		$ 134,796.67	$ -
Net change by Change Orden		$ 5,086,255.34	

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

CONTRACTOR: **Balfour Beatty Construction, LLC.**

By: [signature] Date: 5/31/18

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

1. **ORIGINAL CONTRACT SUM**			$ 59,344,747.00
2. **Net change by Change Orders**			$ 5,086,255.34
3. **CONTRACT SUM TO DATE (Line 1 + 2)**			$ 64,431,002.34
4. **TOTAL COMPLETED & STORED TO DATE** (Column G on G703)			$ 60,289,231.47
5. **RETAINAGE:**			
a.	Completed Work	$ 5,229,756.73	
b.	Stored Materials	$ 5,036.17	
Total Retainage (Line 5a + 5b or Total in Column J of G703)		5,265,023.81	~~$ 5,234,792.90~~
6. **TOTAL EARNED LESS RETAINAGE** (Line 4 less Line 5 Total)		55,024,207.66	~~$ 55,054,438.57~~
7. **LESS PREVIOUS CERTIFICATES FOR PAYMENT** (Line 6 from prior Certificate)		54,096,503.80	~~$ 54,126,734.72~~
8. **CURRENT PAYMENT DUE**		927,703.86	~~$ 927,703.85~~
9. **BALANCE TO FINISH, PLUS RETAINAGE** (Line 3 less Line 6)		9,406,794.68	~~$ 9,376,563.77~~

State of: South Carolina County of: Charleston

Subscribed and sworn to before me this 31st day of May 2018

Notary Public: Nicholas Wegener

My commission expires: 07/22/2026

NICHOLAS WEGENER NOTARY PUBLIC SOUTH CAROLINA 07/22/2026

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED $ 927,703.86

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

ARCHITECT: WINFORD LINDSAY ARCHITECT

By: [signature] Date: 6/13/18

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

G702-1983

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

CONTINUATION G703

PROJECT/# 73625000
PROJECT THE HOTEL AT MARION SQUARE
CHARLESTON, SC
0 LIBRARY ASSOCIATES, LLC.

APPLICATION NUMBER 38
PERIOD FROM 05/01/2018
PERIOD TO 05/31/2018

A	B		C				D	E	F	G	H	I	J
			COMMITMENT VALUES				WORK COMPLETED			TOTAL			
LINE	WORK DESCRIPTION		ORIGINAL AMOUNT	CHANGE ORDERS	BUDGET TRANSFERS	CURRENT AMOUNT	FROM PREVIOUS APPLICATION	THIS PERIOD	STORED MATERIALS	COMPLETE AND STORED TO DATE (D + E)	% COMPLETE (G/C3)	BALANCE TO FINISH (C3 -G)	RETAINAGE
			-1-	-2-		-3-							
1	G/C'S	GENERAL CONDITIONALS (28 months)	3,216,855.00		8,120.00	3,224,975.00	3,218,708.00	6,267.00	-	3,224,975.00	100.0%	-	322,497.50
2						-	-	-	-	-	-	-	-
3		SUBCONTRACTS / COST OF WORK				-	-	-	-	-	-	-	-
4	GENERAL					-	-	-	-	-	-	-	-
5	00A	STAGING AND LOGISTICS	821,074.00			821,074.00	813,951.18	2,272.99	-	816,224.16	99.4%	4,849.84	81,622.42
6	01A	GENERAL TRADES	875,833.00			875,833.00	353,005.79	550.00	-	353,555.79	40.4%	522,277.21	35,355.58
7	SITE					-	-	-	-	-		-	-
8	02A	SITEWORK	1,632,494.00		(16,766.05)	1,615,727.95	1,423,873.30	19,870.13	-	1,443,743.43	89.4%	171,984.52	122,593.14
9	02J	HARDSCAPE, LANDSCAPE & IRRIGATION	317,316.00			317,316.00	250,997.00	28,260.00	-	279,257.00	88.0%	38,059.00	27,925.70
10	02K	SITE DEMOLTION ALLOWANCE	80,000.00			80,000.00	57,509.27	-	-	57,509.27	71.9%	22,490.73	5,750.93
11	STRUCTURE												
12	02L	DEEP FOUNDATIONS	2,228,614.00		(100,000.00)	2,128,614.00	1,778,278.00	-	-	1,778,278.00	83.5%	350,336.00	-
13	03A	CAST-IN-PLACE CONCRETE	7,337,695.00		163,387.93	7,501,282.93	7,501,282.93	-	-	7,501,282.93	100.0%	-	375,064.15
14	04A	MASONRY- CMU & CAST STONE	2,378,350.00		172,639.23	2,550,989.23	2,547,325.67	-	-	2,547,325.67	99.9%	3,663.56	254,732.57
15	05A	MISC. METALS	2,474,750.00		22,097.00	2,496,847.00	1,804,862.11	-		1,804,862.11	72.3%	691,984.89	180,488.21
16	SHELL		-			-	-	-	-	-		-	-
17	07A	ROOFING	855,698.00		234,206.00	1,089,904.00	870,609.58	201,136.00	-	1,071,744.58	98.3%	18,159.42	107,174.46
18	07B	WATERPROOFING/ CAULKING	742,900.00		50,409.40	793,309.40	778,447.71	-	-	778,447.71	98.1%	14,861.69	77,844.77
19	07E	STUCCO	913,036.00		442,248.36	1,355,284.36	1,332,736.03	-	-	1,332,736.03	98.3%	22,548.33	133,273.60
20	007F	FIREPROOFING	7,580.00			7,580.00	-	-	-	-	0.0%	7,580.00	-
21	07X	FIRESTOPPING	20,000.00		(20,000.00)	-	-	-	-	-	#DIV/0!	-	-
22	08F	GLASS (Hopes Jamestown Painted Steel Storefront)	1,283,597.00			1,283,597.00	1,193,425.08	-	-	1,193,425.08	93.0%	90,171.92	119,342.51
23	08H	INTERIOR GLAZING	1,154,577.00		1,091,666.50	2,246,243.50	2,113,715.78	6,069.00	-	2,119,784.78	94.4%	126,458.72	211,978.48
24	08I	WINDOWS	740,395.00		(740,395.00)	-	-	-	-	-	#DIV/0!	-	-
25	13C	FABRIC AWNINGS	12,000.00			12,000.00	-	-	-	-	0.0%	12,000.00	-
26	INTERIORS					-	-	-	-	-	#DIV/0!	-	-
27	04A	MASONRY- INTERIOR CAST STONE	250,000.00		(168,530.00)	81,470.00	69,989.00	1,710.00		71,699.00	88.0%	9,771.00	7,169.90
28	05A	INTERIORS ORNAMENTAL METALS	230,000.00		(81,470.00)	148,530.00	-	-	-	-	0.0%	148,530.00	-
29	06A	ROUGH CARPENTRY	211,577.00		55,000.00	266,577.00	256,384.96	4,262.16	-	260,647.12	97.7%	6,029.88	26,064.71
30	08D	DOORS, FRAMES, AND HARDWARE	1,608,746.00		163,240.72	1,759,986.72	1,169,965.32	34,085.29	-	1,204,050.61	68.4%	555,936.11	120,405.06
31	08R	SPECIAL DOORS	359,997.00		(120,000.00)	239,997.00	153,837.00	-	-	153,837.00	64.1%	86,160.00	15,383.70
32	08X	SMOKE CONTAINMENT BARRIER	13,353.00		120,000.00	133,353.00	19,966.00	-	-	19,966.00	15.0%	113,387.00	1,996.60
33	09A	METAL STUD FRAMING & DRYWALL / ACCOUSTICAL CEILINGS	3,717,093.00		708,619.37	4,425,712.37	4,354,696.57	54,236.99	-	4,409,135.56	99.6%	16,576.81	440,913.58
34	10A	SPECIALTIES	606,661.00		(17,169.00)	589,512.00	332,339.00	-	-	332,339.00	56.4%	257,173.00	33,233.90
35	10C	OPERABLE PARTITIONS	83,437.00			83,437.00	76,869.50	-	-	76,869.50	92.1%	6,567.50	7,686.95
36	11A	EQUIPMENT (PARKING LIFTS)	481,755.00			481,755.00	400,602.20	-	-	400,602.20	83.2%	81,152.80	40,060.22
37	11B	KITCHEN EQUIPMENT	-	-	984,873.00	984,873.00	857,656.97	117,298.84	-	974,953.81	99.0%	9,919.19	97,495.38
38	13A	POOL	365,864.00		(54,064.00)	311,800.00	287,560.00	-	-	287,560.00	92.2%	24,240.00	28,756.00
39	14A	ELEVATORS	1,475,219.00		140,400.07	1,615,619.07	1,476,919.00	-	-	1,476,919.00	91.4%	138,700.07	147,691.90
40	14B	WHEEL CHAIR LIFT	15,000.00			15,000.00	-	-	-	-	0.0%	15,000.00	-
41								-					
42	MEP					-		-		-			
43	15B	HVAC & PLUMBING	8,018,142.00		589,200.00	8,607,342.00	8,573,977.22	153,241.92	-	8,727,219.14	101.4%	(119,877.14)	872,721.91
44	15D	FIRE PROTECTION	466,920.00			466,920.00	461,066.23	2,853.15	-	463,939.38	99.4%	2,980.62	46,393.94
45	16A	ELECTRICAL	3,963,792.00		550,939.95	4,514,731.95	4,449,144.38	-	-	4,449,144.38	98.5%	65,587.60	444,614.44
46	FINISHES							-		-			
47	06B	FINISH CARPENTRY & CUSTOM MILLWORK	2,105,466.00	-	456,537.00	2,562,022.00	2,276,915.00	181,458.00	17,692.00	2,476,285.00	96.7%	85,757.00	247,628.50
48	09B	FLOORING	397,147.00	-	(19,085.00)	378,062.00	195,471.00	21,414.50	32,469.67	249,355.17	66.0%	128,706.83	24,935.52
49	09D	PAINTING & WALLCOVER	619,614.00		301,419.60	921,203.60	833,509.68	74,199.92	-	907,698.61	98.5%	13,534.99	90,769.86
50	09E	STONE & HARD TILE	3,568,850.00	-	(162,085.03)	3,406,764.97	3,344,955.20	27,999.25	-	3,372,954.45	99.0%	33,810.52	337,295.45
51	OCO 1	RCO 1, RCO 4, RCO 5, RCO 6, RCO 8, RCO 10, RCO 12	-	274,953.15	(274,953.15)	-	-	-	-	-	#DIV/0!	-	-
52	OCO 2	RCO 3, RCO 7, RCO 11, RCO 15, RCO 32,	-	80,241.74	(80,241.74)	-	-	-	-	-	#DIV/0!	-	-
53	OCO 3	RCO 14, RCO 27R1, RCO 9R1, RCO 20R1	-	1,048,791.54	(1,048,791.54)	-	-	-	-	-	#DIV/0!	-	-
54	OCO 4	RCO 17R1, RCO 40	-	12,874.68	(12,874.68)	-	-	-	-	-	#DIV/0!	-	-
55	OCO 5	RCO 22, RCO 28, RCO 33, RCO 47, RCO 50, RCO53, RCO 66, RCO 68, RCO 77, RCO 81		65,161.71	(65,161.71)	-	-	-	-	-	#DIV/0!	-	-
56	OCO 6	RCO 35, RCO 36, RCO 39, RCO 45, RCO 48, RCO 51, RCO 62, RCO 85, RCO 87, RCO 95		369,310.84	(369,310.84)	-	-	-	-	-	#DIV/0!	-	-
57	OCO 7	RCO 19, RCO 23R1, RCO 25, RCO 26R2, RCO 31, RCO 38, RCO 55, RCO 58, RCO 61, RCO 62, RCO 64, RCO 67, RCO 70, RCO 72, RCO 73R1, RCO 78, RCO 90, RCO 91, RCO 92, RCO 93, RCO 94, RCO 96, RCO 97, RCO 98, RCO 99, RCO 101, RCO 114, RCO 116, RCO 117, RCO 119, RCO 120, RCO 121, RCO 124, RCO 128, RCO 133, RCO 139		1,179,513.75	(1,179,513.75)	-	-	-	-	-	#DIV/0!	-	-
58	OCO 8	RCO 084, RCO 104, RCO 107R4, RCO 111, RCO 113R1, RCO 125R1, RCO 127R1, RCO 135R1, RCO 137, RCO 138R3, RCO 142R2, RCO 145, RCO 147, RCO 149R2, RCO 150, RCO 153, RCO 155, RCO 157, RCO 165, RCO 170, RCO 173		1,158,837.97	(1,158,837.97)	-	-	-	-	-	#DIV/0!	-	-
59	OCO 9	RCO018, RCO 100R4, RCO 112, RCO 126, RCO 129, RCO 143, RCO 146R3, RCO 158, RCO 160R1, RCO 162, RCO 164, RCO 169R1, RCO 171.1, RCO 174, RCO 175R1, RCO 176, RCO 179, RCO 180, RCO 181, RCO 183, RCO 185, RCO 186, RCO 188, RCO 189R1, RCO 190, RCO 191, RCO 195, RCO 196, RCO 202, RCO 203R1, RCO 207, RCO 214, RCO 218, RCO 220		340,037.37	(340,037.37)	-	-	-	-	-	#DIV/0!	-	-
60	OCO 10	RCO 144, RCO 151R1, RCO 163, RCO 167, RCO 168, RCO 193, RCO 199R3, RCO 201R1, RCO 208, RCO 210, RCO 217, RCO 224, RCO 226, RCO 228, RCO 229, RCO 230R2, RCO 232, RCO 234		169,340.81	(159,340.81)	10,000.00	-	-	-	-	0	10,000.00	
61	OCO 11	Construction Change Directives - April Draw		10,987.00	(10,987.00)	-	-	-	-	-		-	
62	OCO 12	RCO 140, RCO 204R1, RCO 231, RCO 238		94,035.32		94,035.32	-	-	-	-		94,035.32	
63	OCO 13	Construction Change Directives - May Draw		33,945.00	(33,945.00)	-	-	-	-	-		-	
		SUBTOTAL	55,649,938.00	4,835,030.98	1	60,499,491.38	55,627,750.55	937,204.13	50,361.67	56,615,326.45	93.6%	3,884.07	986,859.50

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CONTINUATION SHEET
AIA Document G703, Application and Certificate for Payment, containing Contractor's signed certificate, is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

PROJECT: THE HOTEL AT MARION SQUARE
PROJECT: CHARLESTON, SC
0 LIBRARY ASSOCIATES, LLC.

CONTINUATION G703

APPLICATION NUMBER 38
PERIOD FROM 05/01/2018
PERIOD TO 05/31/2018

A	B	C				D	E	F	G	H	I	J
		COMMITMENT VALUES				WORK COMPLETED						
LINE	WORK DESCRIPTION	ORIGINAL AMOUNT	CHANGE ORDERS	BUDGET TRANSFERS	CURRENT AMOUNT	FROM PREVIOUS APPLICATION	THIS PERIOD	STORED MATERIALS	TOTAL COMPLETE AND STORED TO DATE (D + E)	% COMPLETE (G/C3)	BALANCE TO FINISH (C3 -G)	RETAINAGE
		-1-	-2-		-3-							
60	CONSTRUCTION CONTINGENCY (2.25%)	1,060,658.00	-	(14,402.40)	1,046,255.60	743,946.55		-	743,946.55	71.1%	302,309.05	30,230.91
61	SPECIALTY SPACE SUPERVISION - NBM	100,000.00	-	-	100,000.00	-	-	-	-	0.0%	100,000.00	-
62	GENERAL LIABILITY INSURANCE (1%)	595,280.00	52,787.74	-	648,067.74	644,635.98	3,431.76	-	648,067.74	100.0%	-	-
63	SUBGUARD (1.25%)	670,160.00	65,617.70	-	735,777.70	731,703.93	4,073.77	-	735,777.70	100.0%	-	5,117,090.41
	SUBTOTAL	58,076,068.00	4,953,438.42	(0.00)	63,029,502.42	57,748,047.11	944,709.66	50,351.67	58,743,118.44	93.2%	4,286,383.98	~~5,085,350.50~~
64	FEE (2.6%)	1,451,992.00	132,818.92		1,584,720.92	1,454,457.25	24,676.78		1,479,334.03	93.3%	105,386.89	147,933.40
	TOTAL CONSTRUCTION COST	59,527,905.00	5,086,255.34	(0.00)	64,614,223.34	59,202,504.36	969,586.44	50,351.67	60,222,452.47	93.2%	4,391,770.87	~~5,234,792.90~~
65	PRECONSTRUCTION FEE	66,779.00			66,779.00	66,779.00	-		66,779.00	100.0%	-	-
	TOTAL COST WITH PRECON	59,594,747.00	5,086,255.34	(0.00)	64,681,002.34	59,269,283.36	969,586.44	50,351.67	60,289,231.47	93.2%	4,391,770.87	~~5,234,792.90~~
66	BUYOUT REDUCTION CONTRIBUTION	(250,000.00)			(250,000.00)				-	0.0%	(250,000.00)	-
	GRAND TOTAL	59,344,747.00	5,086,255.34	(0.00)	64,431,002.34	59,269,283.36	969,586.44	50,351.67	60,289,231.47	93.6%	4,141,770.87	~~4,984,792.90~~

5,2165,023.81

15D

Balfour Beatty
Construction

Request for Payment

Pay Request # PE23
Work Performed Through: 05/30/18

Contractor's Name: Palmetto Automatic Sprinkler Company, Inc.
Subcontractor's Address: 1862 Old Dunbar Rd.
West Columbia, SC 29172

Phone Number: 803-794-1602
Fax Number:

Project Name: Hotel at Marion Square
Owner: Library Associates, LLC
Job No.: 13026400
Date: 05/18/18

Description of Work: Fire Protection

Original Contract Amount	$464,920.00
Change Order Total (Through C/O #: 1)	$3,231.88
Total Revised Contract	$468,151.88
Previous Work Performed to Date(SSR)	$463,086.23
Value of Materials Stored On Site	$0.00
Value of Materials Stored Off Site	$0.00
Current Month Gross	$2,853.15
New Work Performed to Date	$465,939.38
Less 10 % Retainage	$46,593.94
Amt Earned to Date	$419,345.44
Less Previous Net Billings	$416,777.61
Less Adjustments/Joint Checks	$0.00
Less Pending Back Charges	$0.00
Total Amount this Requisition	$2,567.83

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

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

Insurance Status: Finaled
Insurance Expiration Date: 10/01/18

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

Owner Billing Number: 12
Owner Payment Rec'd Date:
Payment Terms: Pay When Paid
Pay Select #

For Balfour Beatty Use Only:

	CO #	Vendor #	Job #	Contract No.
	50540	1348477	13026400	525443

Date	Invoice #	Description
05/30/18	13026400 - PE23	13026400 . PE# PE23 . 18.05

Gross Amount	Retainage Amt	Net Amount
$2,853.15	$142.66	$2,567.83

Trade Account?	Tax Code	Pay Item & Cost Code	Accrue Tax?
NO		400.51550000.40	NO

Hold Codes: 02- OWNER FUNDING Lower Tier Waivers
PM APP

Approvals:
PM / Date
CA 05/18/18
PA / Date
APA / Date

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APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF TWO PAGES

TO PRIME CONTRACTOR:
Balfour Beatty Construction
1930 Camden Rd, Charlotte, NC 28203

PROJECT:
Hotel at Marion Square

FROM SUBCONTRACTOR:
Palmetto Automatic Sprinkler Co., Inc
PO Box 2927
West Columbia, SC 29171

VIA ARCHITECT:

CONTRACT FOR: FIRE PROTECTION

APPLICATION NO: 23

PERIOD TO: 5/31/18

PROJECT NOS: 13026000
615008

CONTRACT DATE: 3/11/15

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

CONTRACTOR'S APPLICATION FOR PAYMENT

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

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

1. ORIGINAL CONTRACT SUM		$ 464,920.00
2. Net change by Change Orders		$ 3,231.88
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 468,151.88
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 465,939.38
5. RETAINAGE:		
a. ____ % of Completed Work (Column D + E on G703)	$ 46,593.94	
b. ____ % of Stored Material (Column F on G703)	$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 46,593.94
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$ 419,345.44
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 416,777.61
8. CURRENT PAYMENT DUE		$ 2,567.83
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		$ 48,806.44

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

SUBCONTRACTOR: Palmetto Automatic Sprinkler Company, Inc

By: [signature] Date: 5/14/18

State of: South Carolina County of: Lexington
Subscribed and sworn to before me this 14 day of May 2018
Notary Public: [signature]
My Commission expires: 5/30/24

MICHELLE A. [illegible] NOTARY PUBLIC SOUTH CAROLINA

CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED ..... $ _____

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

CONTRACTOR:

By: _____ Date: _____

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

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CONTINUATION SHEET

AIA DOCUMENT G703

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

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

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

Hotel at Marion Square

APPLICATION NO: 22
APPLICATION DATE: 5/15/18
PERIOD TO: 5/31/18
13026000
615008

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
1	Design	$32,545.00	$32,545.00			$32,545.00	100.00%		$3,254.50
2	Mobilization	$13,950.00	$13,950.00			$13,950.00	100.00%		$1,395.00
3	Site Work	$2,500.00	$2,500.00			$2,500.00	100.00%		$250.00
4	Fire Pump	$55,270.00	$55,270.00			$55,270.00	100.00%		$5,527.00
5	Standpipes	$33,960.00	$33,960.00			$33,960.00	100.00%		$3,396.00
6	Parking Floor Material	$21,792.00	$21,792.00			$21,792.00	100.00%		$2,179.20
7	Parking Floor Labor	$12,807.00	$12,166.35	$640.65		$12,807.00	100.00%		$1,280.70
8	Parking Floor Test & Trim	$850.00	$425.00	$212.50		$637.50	75.00%	$212.50	$63.75
9	1st Floor Material	$30,509.00	$30,509.00			$30,509.00	100.00%		$3,050.90
10	1st Floor Labor	$18,673.00	$18,673.00			$18,673.00	100.00%		$1,867.30
11	1st Floor Test & Trim	$1,050.00	$525.00	$262.50		$787.50	75.00%	$262.50	$78.75
12	2nd Floor Material	$37,244.00	$37,244.00			$37,244.00	100.00%		$3,724.40
13	2nd Floor Labor	$23,468.00	$23,468.00			$23,468.00	100.00%		$2,346.80
14	2nd Floor Test & Trim	$1,200.00	$600.00	$300.00		$900.00	75.00%	$300.00	$90.00
15	3rd Floor Material	$18,809.00	$18,809.00			$18,809.00	100.00%		$1,880.90
16	3rd Floor Labor	$12,653.00	$12,653.00			$12,653.00	100.00%		$1,265.30
17	3rd Floor Test & Trim	$1,000.00	$500.00	$250.00		$750.00	75.00%	$250.00	$75.00
18	4th Floor Material	$18,809.00	$18,809.00			$18,809.00	100.00%		$1,880.90
19	4th Floor Labor	$12,653.00	$12,653.00			$12,653.00	100.00%		$1,265.30
20	4th Floor Test & Trim	$1,000.00	$500.00	$250.00		$750.00	75.00%	$250.00	$75.00
21	5th Floor Material	$18,918.00	$18,918.00			$18,918.00	100.00%		$1,891.80
22	5th Floor Labor	$12,726.00	$12,726.00			$12,726.00	100.00%		$1,272.60
23	5th Floor Test & Trim	$1,000.00	$500.00	$250.00		$750.00	75.00%	$250.00	$75.00
24	6th Floor Material	$13,091.00	$13,091.00			$13,091.00	100.00%		$1,309.10
25	6th Floor Labor	$8,987.00	$8,987.00			$8,987.00	100.00%		$898.70
26	6th Floor Test & Trim	$750.00	$375.00	$187.50		$562.50	75.00%	$187.50	$56.25
27	7th Floor Material	$12,764.00	$12,764.00			$12,764.00	100.00%		$1,276.40
28	7th Floor Labor	$8,768.00	$8,768.00			$8,768.00	100.00%		$876.80

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CONTINUATION SHEET

AIA DOCUMENT G703

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

Hotel at Marion Square

APPLICATION NO: 22
APPLICATION DATE: 5/15/18
PERIOD TO: 5/31/18
13026000
615008

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED: FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED: THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
29	7th Floor Test & Trim	$750.00	$375.00	$187.50		$562.50	75.00%	$187.50	$56.25
30	8th Floor Material	$13,309.00	$13,309.00			$13,309.00	100.00%		$1,330.90
31	8th Floor Labor	$9,133.00	$9,133.00			$9,133.00	100.00%		$913.30
32	8th Floor Test & Trim	$750.00	$375.00	$187.50		$562.50	75.00%	$187.50	$56.25
33	Roof Terrace Material	$7,764.00	$7,764.00			$7,764.00	100.00%		$776.40
34	Roof Terrace Labor	$4,968.00	$4,968.00			$4,968.00	100.00%		$496.80
35	Roof Terrace Test & Trim	$500.00	$250.00	$125.00		$375.00	75.00%	$125.00	$37.50
36	Change Order #1	($1,956.12)	($1,956.12)			($1,956.12)	100.00%		($195.61)
37	Change Order #4	$1,312.00	$1,312.00			$1,312.00	100.00%		$131.20
38	Change Order #5	$3,876.00	$3,876.00			$3,876.00	100.00%		$387.60
	GRAND TOTALS	$468,151.88	$463,086.23	$2,853.15		$465,939.38	99.53%	$2,212.50	$46,593.94

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

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 $ 25167.83 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 Seagler
Signature
Andrea Seagler
Print Name

Palmetto Automatic Sprinkler Company, inc
a _____ corporation

Signature
Stephen Keene, Controller
Print Name & Title

STATE OF South Carolina

COUNTY OF Lexington

The foregoing instrument was acknowledged before me this 14 day of May, 2018 by Stephen Keene, Controller of PASC a _____ corporation on, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

MICHELLE MURPHY NOTARY PUBLIC SOUTH CAROLINA

NOTARY PUBLIC, STATE OF South Carolina

My Commission Expires: 12/3/24

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Balfour Beatty Construction

TIER RELEASE SCHEDULE

Job Name	Hotel at Marion Square
Job #	13026000

Date Prepared:	3/14/2010

PRIME SUB'S NAME	PALMETTO AUTOMATIC SPRINKLER COMPANY, INC
Attachment for Pay Req #:	23
for Month Ending:	3/31/2010

A	B	C	D	E	F		G	H	I	J		K
Subcontractors/Suppliers List all subs or suppliers who will perform work for this contract. List Address & Phone Number	Indicate if tier is based in county of Project	Notice to Owner Filed?(NTO) (Yes/No)	Date NTO Filed:	Bonded Sub? (Yes/No)	Has tier billed for work to date? select: (Yes/No)		Cumulative dollar amount tier billed for work/materials to date:	Tier's most recent invoice is dated through:	Tier's most recent release is dated through: (as need on releases)	Tier's most recent release is PARTIAL or FINAL? Select One		Comments:
SAMPLE TIER 123 Example Dr Somewhere, NC 27607 919-834-1234	yes - PIT	NO	N/A		YES	NO	$12,123.00	4/27/2010	3/31/2010	PARTIAL	FINAL	thru March 2010
Ferguson Enterprises, PO Box 100268, Atlanta, GA 30384-0286	no	no			YES	NO	6447.47			PARTIAL	FINAL	
Core and Main, 501 W. Church St, Orlando, FL 32805					YES	NO	3310.20			PARTIAL	FINAL	
Shea Enterprises, Inc PO Box 5174, Hickory, NC 28603					YES	NO	3010.00			PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	

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Client: 222016 DPCLIMSAUT

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/27/2017

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

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

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

CONTACT NAME: Brett Royer
PHONE (A/C, No, Ext): 803 748-0100
FAX (A/C, No): 877 467-7214
E-MAIL ADDRESS:

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

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Amerisure Insurance Company	19488
INSURER B: Scottsdale Insurance Company	41297
INSURER C: Endurance American Specialty In	41718
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			CPP2102583	10/01/2017	10/01/2018	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE	$2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			CA2102584	10/01/2017	10/01/2018	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB / X OCCUR			XLS0103310	10/01/2017	10/01/2018	EACH OCCURRENCE	$5,000,000
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$5,000,000
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC2102582	10/01/2017	10/01/2018	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A						E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
C	Excess Umbrella Liability			ELD300001692	10/01/2017	10/01/2018	$5,000,000 per Occur Aggr-Over Primary/ Umbrella Limit	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
REFERENCE: Job Number: 615008; Project: Hotel at Marion Square

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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DEFENDANT LIBRARY ASSOCIATES, LLC'S

TRIAL EXHIBIT #57

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TAB 9

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

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

OWNER	LIBRARY ASSOCIATES, LLC. 17 Lockwood Drive, Suite 400 Charleston, SC 29401	PROJECT	THE HOTEL AT MARION SQUARE 404 KING STREET CHARLESTON, SC 29403	APPLICATION PERIOD FROM PERIOD TO	39 06/01/2018 06/30/2018
CONTRACTOR ADDRESS	Balfour Beatty Construction, LLC 1930 Camden Rd Charlotte, NC 28203	ARCHITECT ADDRESS PHONE #	WINFORD LINDSAY ARCHITECT 344 West Pike Street Lawrenceville, GA 30046 770-407-5796	VENDOR #: ARCHITECT'S PROJECT NO	
CONTRACT	THE HOTEL AT MARION SQUARE (Project #13026000)				

DISTRIBUTION TO:

- [X] OWNER
- [X] CONTRACTOR
- [X] ARCHITECT
- [ ] ENGINEERS

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

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY			
Change Orders approved in previous months by Owner		ADDITIONS	DEDUCTIONS
TOTAL		$ 5,086,255.34	
Approved this Month			
No.	Date Approved		
14		$ 60,007.36	
TOTALS		$ 60,007.36	$ -
Net change by Change Orders		$ 5,146,262.70	

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

1. ORIGINAL CONTRACT SUM			$ 59,344,747.00
2. Net change by Change Orders			$ 5,146,262.70
3. CONTRACT SUM TO DATE (Line 1 + 2)			$ 64,491,009.70
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)			$ 60,937,682.67
5. RETAINAGE:			
a.	Completed Work	$ 3,708,856.78	
b.	Stored Materials	$ 1,125.00	
Total Retainage (Line 5a + 5b or Total in Column J of G703)			$ 3,709,981.78
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)			$ 57,227,701.08
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)			$ 55,024,207.66
8. CURRENT PAYMENT DUE			$ 2,203,493.42
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)			$ 7,263,308.62

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

State of: South Carolina County of: Charleston
Subscribed and sworn to before me this 10th day of July 2018
Notary Public: Nicholas Wegener
My Commission expires: 07/22/26

NICHOLAS WEGENER
COM. EXP.
NOTARY
PUBLIC
07/22/2026
SOUTH CAROLINA

CONTRACTOR: Balfour Beatty Construction, LLC.

By: Alex Dooley Date: 7/10/18

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.

AMOUNT CERTIFIED $ 2,203,493.42
(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT: WINFORD LINDSAY ARCHITECT

By: Jennifer Faulkinberry Date: 7.18.19

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

G702-1983

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CONTINUATION SHEET
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.

CONTINUATION G703

PROJECT # 13028060
PROJECT THE HOTEL AT MARION SQUARE
CHARLESTON, SC
OWNER LIBRARY ASSOCIATES, LLC.

APPLICATION NUMBER 39
PERIOD FROM 06/01/2018
PERIOD TO 06/30/2018

A	B		C				D	E	F	G	H	I	J
			COMMITMENT VALUES				WORK COMPLETED						
LINE		WORK DESCRIPTION	ORIGINAL AMOUNT	CHANGE ORDERS	BUDGET TRANSFERS	CURRENT AMOUNT	FROM PREVIOUS APPLICATION	THIS PERIOD	STORED MATERIALS	TOTAL COMPLETE AND STORED TO DATE (D + E)	% COMPLETE (G/C3)	BALANCE TO FINISH (C3 - G)	RETAINAGE
			-1-	-2-		-3-							
1	G/C'S	GENERAL CONDITIONALS (28 months)	3,216,855.00		14,984.00	3,231,839.00	3,224,975.00	6,664.00	-	3,231,639.00	100.0%	-	161,591.95
2						-	-	-	-	-	-	-	-
3		SUBCONTRACTS / COST OF WORK				-	-	-	-	-	-	-	-
4	GENERAL					-	-	-	-	-	-	-	-
5	00A	STAGING AND LOGISTICS	821,074.00			821,074.00	816,224.16		-	816,224.16	99.4%	4,849.84	40,811.21
6	01A	GENERAL TRADES	875,833.00		(400.00)	875,433.00	353,655.79	22,700.00	-	376,355.79	43.0%	499,077.21	37,635.58
7	SITE					-	-	-	-	-	-	-	-
8	02A	SITEWORK	1,632,494.00		(17,466.05)	1,615,027.95	1,443,743.43		-	1,443,743.43	89.4%	171,284.52	72,187.17
9	02J	HARDSCAPE, LANDSCAPE & IRRIGATION	317,316.00			317,316.00	278,257.00	23,686.76		302,943.76	95.5%	14,372.25	15,147.19
10	02K	SITE DEMOLTION ALLOWANCE	80,000.00			80,000.00	57,509.27	-	-	57,509.27	71.9%	22,490.73	5,750.93
11	STRUCTURE												
12	02L	DEEP FOUNDATIONS	2,228,614.00		(110,000.00)	2,118,614.00	1,778,278.00	-	-	1,778,278.00	83.9%	340,336.00	-
13	03A	CAST-IN-PLACE CONCRETE	7,337,895.00		163,387.93	7,501,282.93	7,501,282.93	-	-	7,501,282.93	100.0%	-	375,064.15
14	04A	MASONRY- CMU & CAST STONE	2,378,350.00		192,619.23	2,570,969.23	2,647,325.67	13,395.00	-	2,660,720.67	99.8%	10,268.56	266,072.07
15	05A	MISC. METALS	2,474,750.00		(56,016.00)	2,418,734.00	1,804,882.11	-	11,250.00	1,816,132.11	75.1%	602,601.89	181,613.21
16	SHELL					-	-	-	-	-	-	-	-
17	07A	ROOFING	855,698.00		234,206.00	1,089,904.00	1,071,744.58		-	1,071,744.58	98.3%	18,159.42	53,587.23
18	07B	WATERPROOFING/ CAULKING	742,900.00		50,409.40	793,309.40	778,447.71	-	-	778,447.71	98.1%	14,861.69	77,844.77
19	07E	STUCCO	913,038.00		442,246.36	1,355,284.36	1,332,736.03	13,968.87	-	1,346,704.90	99.4%	8,579.46	67,335.25
20	007F	FIREPROOFING	7,580.00			7,580.00	-	-	-	-	0.0%	7,580.00	-
21	07X	FIRESTOPPING	20,000.00		(20,000.00)	-	-	-	-	-	#DIV/0!	-	-
22	08F	GLASS (Hopes Jamestown Painted Steel Storefront)	1,283,597.00			1,283,597.00	1,193,425.08	19,834.05	-	1,213,259.13	94.5%	70,337.87	60,662.96
23	08H	INTERIOR GLAZING	1,154,577.00		1,091,666.50	2,246,243.50	2,119,784.78		-	2,119,784.78	94.4%	126,458.72	105,989.24
24	08I	WINDOWS	740,395.00		(740,395.00)	-	-	-	-	-	#DIV/0!	-	-
25	13C	FABRIC AWNINGS	12,000.00			12,000.00	-	-	-	-	0.0%	12,000.00	-
26	INTERIORS					-	-	-	-	-	#DIV/0!	-	-
27	04A	MASONRY- INTERIOR CAST STONE	250,000.00		(167,530.00)	82,470.00	71,699.00	10,285.00		81,984.00	99.4%	486.00	8,198.40
28	05A	INTERIORS ORNAMENTAL METALS	230,000.00		(81,470.00)	148,530.00	-	-	-	-	0.0%	148,530.00	-
29	06A	ROUGH CARPENTRY	211,677.00		55,000.00	266,677.00	254,647.12		-	254,647.12	95.2%	2,029.88	13,232.36
30	08D	DOORS, FRAMES, AND HARDWARE	1,605,746.00		153,240.72	1,759,986.72	1,204,050.61	167,876.63	-	1,371,927.24	78.0%	388,059.48	137,192.72
31	08R	SPECIAL DOORS	359,997.00		(120,000.00)	239,997.00	153,837.00	-	-	153,837.00	64.1%	86,160.00	7,691.85
32	08X	SMOKE CONTAINMENT BARRIER	13,353.00		112,100.00	125,453.00	19,966.00	-	-	19,966.00	15.9%	105,487.00	1,998.60
33	09A	METAL STUD FRAMING & DRYWALL / ACCOUSTICAL CEILINGS	3,717,093.00		760,791.37	4,477,884.37	4,409,135.56	58,873.07	-	4,468,008.63	99.8%	9,875.74	223,400.43
34	10A	SPECIALTIES	606,681.00		(17,169.00)	589,512.00	332,339.00	58,274.00	-	390,613.00	66.3%	198,899.00	19,530.65
35	10C	OPERABLE PARTITIONS	83,437.00			83,437.00	76,869.50	-	-	76,869.50	92.1%	6,567.50	7,688.95
36	11A	EQUIPMENT (PARKING LIFTS)	481,755.00		(7,558.00)	474,197.00	400,602.20	-	-	400,602.20	84.5%	73,594.80	40,060.22
37	11B	KITCHEN EQUIPMENT	-	-	984,873.00	984,873.00	974,953.81	-	-	974,953.81	99.0%	8,919.19	48,747.69
38	13A	POOL	365,664.00		(54,664.00)	311,000.00	287,560.00	-	-	287,560.00	92.2%	24,240.00	14,378.00
39	14A	ELEVATORS	1,475,218.00		140,400.07	1,615,618.07	1,476,919.00	-	-	1,476,919.00	91.4%	138,700.07	147,691.90
40	14B	WHEEL CHAIR LIFT	15,000.00			15,000.00	-	-	-	-	0.0%	15,000.00	-
41								-					
42	MEP					-		-		-			
43	15B	HVAC & PLUMBING	8,018,142.00		709,093.32	8,727,235.32	8,727,219.14	-	-	8,727,219.14	100.0%	16.18	436,360.96
44	15D	FIRE PROTECTION	468,920.00			468,920.00	463,939.38	1,327.50	-	465,266.88	99.6%	1,653.12	46,526.69
45	16A	ELECTRICAL	3,963,792.00		560,288.65	4,524,080.65	4,446,144.36	36,260.83	-	4,482,405.19	99.1%	41,675.46	448,240.52
46	FINISHES							-		-			
47	06B	FINISH CARPENTRY & CUSTOM MILLWORK	2,105,485.00	-	479,763.00	2,585,248.00	2,476,265.00	103,871.90		2,580,136.90	99.8%	5,111.10	129,006.85
48	09B	FLOORING	397,147.00	-	(19,085.00)	378,062.00	249,355.17	38,692.00		288,047.17	76.2%	90,014.83	28,804.72
49	09D	PAINTING & WALLCOVER	619,814.00		321,419.60	941,233.60	907,658.81	5,968.39	-	913,627.00	97.1%	27,606.60	45,683.35
50	09E	STONE & HARD TILE	3,568,850.00	-	(149,282.03)	3,419,567.97	3,372,954.45	34,208.70	-	3,407,163.15	99.6%	12,404.82	170,358.16
51	OCO 1	RCO 1, RCO 4, RCO 5, RCO 6, RCO 8, RCO 10, RCO 12	-	274,953.15	(274,953.15)	-	-	-	-	-	#DIV/0!	-	-
52	OCO 2	RCO 3, RCO 7, RCO 11, RCO 15, RCO 32,	-	60,241.74	(60,241.74)	-	-	-	-	-	#DIV/0!	-	-
53	OCO 3	RCO 14, RCO 27R1, RCO 9R1, RCO 20R1	-	1,046,791.54	(1,046,791.54)	-	-	-	-	-	#DIV/0!	-	-
54	OCO 4	RCO 17R1, RCO 40	-	12,874.68	(12,874.68)	-	-	-	-	-	#DIV/0!	-	-
55	OCO 5	RCO 22, RCO 28, RCO 33, RCO 47, RCO 50, RCO53, RCO 66, RCO 68, RCO 77, RCO 81		65,161.71	(65,161.71)	-	-	-	-	-	#DIV/0!	-	-
56	OCO 6	RCO 35, RCO 36, RCO 39, RCO 45, RCO 48, RCO 51, RCO 52, RCO 65, RCO 87, RCO 95		369,310.84	(369,310.84)	-	-	-	-	-	#DIV/0!	-	-
57	OCO 7	RCO 10, RCO 23R1, RCO 25, RCO 26R3, RCO 31, RCO 38, RCO 55, RCO 58, RCO 61, RCO 62, RCO 64, RCO 67, RCO 70, RCO 72, RCO 73R1, RCO 78, RCO 90, RCO 91, RCO 92, RCO 93, RCO 94, RCO 96, RCO 97, RCO 98, RCO 99, RCO 101, RCO 114, RCO 116, RCO 117, RCO 119, RCO 120, RCO 121, RCO 124, RCO 128, RCO 133, RCO 139		1,178,513.75	(1,178,513.75)	-	-	-	-	-	#DIV/0!	-	-
58	OCO 8	RCO 084, RCO 104, RCO 107R4, RCO 111, RCO 113R1, RCO 125R1, RCO 127R1, RCO 135R1, RCO 137, RCO 138R3, RCO 142R2, RCO 145, RCO 147, RCO 149R2, RCO 150, RCO 153, RCO 155, RCO 157, RCO 165, RCO 170, RCO 173		1,156,837.97	(1,156,837.97)	-	-	-	-	-	#DIV/0!	-	-
59	OCO 9	RCO018, RCO 100R4, RCO 112, RCO 126, RCO 129, RCO 143, RCO 146R3, RCO 158, RCO 160R1, RCO 162, RCO 164, RCO 169R1, RCO 171.1, RCO 174, RCO 175R1, RCO 176, RCO 179, RCO 180, RCO 181, RCO 183, RCO 185, RCO 186, RCO 188, RCO 189R1, RCO 190, RCO 191, RCO 195, RCO 196, RCO 202, RCO 203R1, RCO 207, RCO 214, RCO 216, RCO 220		340,037.37	(340,037.37)	-	-	-	-	-	#DIV/0!	-	-
60	OCO 10	RCO 144, RCO 151R1, RCO 163, RCO 167, RCO 168, RCO 193, RCO 199R3, RCO 201R1, RCO 208, RCO 210, RCO 217, RCO 224, RCO 226, RCO 228, RCO 229, RCO 230R2, RCO 232, RCO 234		169,340.91	(169,340.91)	-	-	-	-	-	0	-	
61	OCO 11	Construction Change Directives - April Draw		10,987.00	(10,987.00)	-	-	-	-	-		-	
62	OCO 12	RCO 140, RCO 204R1, RCO 231, RCO 238		94,035.32	(94,035.32)	-	-	-	-	-		-	
63	OCO 13	Construction Change Directives - May Draw		33,945.00	(33,945.00)	-	-	-	-	-		-	
64	OCO 14	Construction Change Directives - June Draw		56,610.72	(56,610.72)	-							
		SUBTOTAL	65,649,938.00	4,891,641.70	14,432.40	60,556,012.10	56,619,326.45	616,186.69	11,250.00	57,246,763.14	94.5%	3,309,248.96	3,486,081.89

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CONTINUATION SHEET
APPLICATION AND CERTIFICATE FOR PAYMENT
containing Contractor's signed certifi cched.
In tabulations below, amounts are stat earest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

CONTINUATION G703

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

APPLICATION NUMBE 39
PERIOD FROM 01/2018
PERIOD TO 06/30/2018

A	B	C				D	E	F	G	H	I	J
		COMMITMENT VALUES				WORK COMPLETED			TOTAL			
LINE	WORK DESCRIPTION	ORIGINAL AMOUNT	CHANGE ORDERS	BUDGET TRANSFERS	CURRENT AMOUNT	FROM PREVIOUS APPLICATION	THIS PERIOD	STORED MATERIALS	COMPLETE AND STORED TO DATE (D + E)	% COMPLETE (G/C3)	BALANCE TO FINISH (C3 -G)	RETAINAGE
		-1-	-2-		-3-							
65	CONSTRUCTION CONTINGENCY (2.25%)	1,060,688.00	-	(14,432.40)	1,046,255.60	743,948.55		-	743,948.55	71.1%	302,309.05	74,394.66
66	SPECIALTY SPACE SUPERVISION - NBM	100,000.00	-	-	100,000.00	-	-	-	-	0.0%	100,000.00	-
67	GENERAL LIABILITY INSURANCE (1%)	585,260.00	63,376.49	-	648,636.49	648,087.74	568.75	-	648,656.49	100.0%	-	-
68	SUBGUARD (1.25%)	670,160.00	68,325.33	-	738,485.33	735,777.70	707.63	-	736,485.33	100.0%	-	-
	SUBTOTAL	58,076,066.00	5,011,343.62	(0.00)	63,087,409.62	58,747,118.44	517,483.07	11,250.00	59,275,851.51	94.1%	3,711,558.01	3,560,479.65
69	FEE (2.5%)	1,451,902.00	134,919.18		1,586,821.18	1,479,334.03	15,718.33		1,495,052.36	94.2%	91,768.82	149,505.24
	TOTAL CONSTRUCTION COST	59,527,968.00	5,146,262.70	(0.00)	64,674,230.70	60,226,452.47	533,201.40	11,250.00	60,770,903.87	94.1%	3,803,326.83	3,709,981.78
70	PRECONSTRUCTION FEE	66,779.00			66,779.00	66,779.00	-		66,779.00	100.0%	-	-
	TOTAL COST WITH PRECON	59,594,747.00	5,146,262.70	(0.00)	64,741,009.70	60,293,231.47	533,201.40	11,250.00	60,837,682.87	94.1%	3,803,326.83	3,709,981.78
					-							
55	BUYOUT REDUCTION CONTRIBUTION	(250,000.00)			(250,000.00)				-	0.0%	(250,000.00)	-
	GRAND TOTAL	59,344,747.00	5,146,262.70	(0.00)	64,491,009.70	60,293,231.47	533,201.40	11,250.00	60,837,682.87	94.5%	3,553,326.83	3,709,981.78

Balfour Beatty Construction

BP15D

Request for Payment

Pay Request # PE24
Work Performed Through: 06/30/18

Subcontractor's Name: Palmetto Automatic Sprinkler Company, Inc.
Subcontractor's Address: 1862 Old Dunbar Rd.
West Columbia, SC 29172

Phone Number: 803-794-1602
Fax Number:

Project Name: Hotel at Marion Square
Owner: Library Associates, LLC
Job No.: 13026400
Date: 06/15/18

Description of Work:	Fire Protection
Original Contract Amount	$464,920.00
Change Order Total (Through C/O #: 1)	$3,231.88
Total Revised Contract	$468,151.88
Previous Work Performed to Date(SSR)	$465,939.38
Value of Materials Stored On Site	$0.00
Value of Materials Stored Off Site	$0.00
Current Month Gross	$1,327.50
New Work Performed to Date	$467,266.88
Less 10 % Retainage	$46,726.69
Net Earned to Date	$420,540.19
Less Previous Net Billings	$419,345.44
Less Adjustments/Joint Checks	$0.00
Less Pending Back Charges	$0.00
Total Amount this Requisition	$1,194.75

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

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

Insurance Status: Finaled
Insurance Expiration Date: 10/01/18

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

Owner Billing Number: 12
Owner Payment Rec'd Date:
Payment Terms: Pay When Paid
Pay Select #

For Balfour Beatty Use Only:

	CO #	Vendor #	Job #	Contract No.
	50540	1348477	13026400	525443

Date	Invoice #	Description
06/30/18	13026400 - PE24	13026400 . PE# PE24 . 18.06

Gross Amount	Retainage Amt	Net Amount
$1,327.50	$66.38	$1,194.75

Trade Account?	Tax Code	Pay Item & Cost Code	Accrue Tax?
NO		400.51550000.40	NO

Item Coding: 02- OWNER FUNDING Lower Tier Waivers
PM APP

PM / Date
CA 06/15/18
PA / Date
APA / Date

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APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF TWO PAGES

TO PRIME CONTRACTOR:
Balfour Beatty Construction
1930 Camden Rd, Charlotte, NC 28203

PROJECT:
Hotel at Marion Square

FROM SUBCONTRACTOR:
Palmetto Automatic Sprinkler Co., Inc
PO Box 2927
West Columbia, SC 29171

VIA ARCHITECT:

CONTRACT FOR: FIRE PROTECTION

APPLICATION NO: 24

PERIOD TO: 6/30/18

PROJECT NOS: 13026000
615008

CONTRACT DATE: 3/11/15

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

CONTRACTOR'S APPLICATION FOR PAYMENT

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

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

1. ORIGINAL CONTRACT SUM		$ 464,920.00
2. Net change by Change Orders		$ 3,231.88
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 468,151.88
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 467,266.88
5. RETAINAGE:		
a. ____ % of Completed Work (Column D + E on G703)	$ 46,726.69	
b. ____ % of Stored Material (Column F on G703)	$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 46,726.69
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$ 420,540.19
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 419,345.44
8. CURRENT PAYMENT DUE		$ 1,194.75
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		$ 47,611.69

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

SUBCONTRACTOR: Palmetto Automatic Sprinkler Company, Inc.

By: _____ Date: _____

State of: South Carolina County of: Lexington
Subscribed and sworn to before me this 15 Day of June 2018
Notary Public: _____
My Commission expires: 12/3/24

CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED ..... $ _____

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

CONTRACTOR:

By: _____ Date: _____

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

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CONTINUATION SHEET

AIA DOCUMENT G703

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

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

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

Hotel at Marion Square

APPLICATION NO: 24
APPLICATION DATE: 6/15/18
PERIOD TO: 6/30/18
13026000
615008

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
1	Design	$32,545.00	$32,545.00			$32,545.00	100.00%		$3,254.50
2	Mobilization	$13,950.00	$13,950.00			$13,950.00	100.00%		$1,395.00
3	Site Work	$2,500.00	$2,500.00			$2,500.00	100.00%		$250.00
4	Fire Pump	$55,270.00	$55,270.00			$55,270.00	100.00%		$5,527.00
5	Standpipes	$33,960.00	$33,960.00			$33,960.00	100.00%		$3,396.00
6	Parking Floor Material	$21,792.00	$21,792.00			$21,792.00	100.00%		$2,179.20
7	Parking Floor Labor	$12,807.00	$12,807.00			$12,807.00	100.00%		$1,280.70
8	Parking Floor Test & Trim	$850.00	$637.50	$127.50		$765.00	90.00%	$85.00	$76.50
9	1st Floor Material	$30,509.00	$30,509.00			$30,509.00	100.00%		$3,050.90
10	1st Floor Labor	$18,673.00	$18,673.00			$18,673.00	100.00%		$1,867.30
11	1st Floor Test & Trim	$1,050.00	$787.50	$157.50		$945.00	90.00%	$105.00	$94.50
12	2nd Floor Material	$37,244.00	$37,244.00			$37,244.00	100.00%		$3,724.40
13	2nd Floor Labor	$23,468.00	$23,468.00			$23,468.00	100.00%		$2,346.80
14	2nd Floor Test & Trim	$1,200.00	$900.00	$180.00		$1,080.00	90.00%	$120.00	$108.00
15	3rd Floor Material	$18,809.00	$18,809.00			$18,809.00	100.00%		$1,880.90
16	3rd Floor Labor	$12,653.00	$12,653.00			$12,653.00	100.00%		$1,265.30
17	3rd Floor Test & Trim	$1,000.00	$750.00	$150.00		$900.00	90.00%	$100.00	$90.00
18	4th Floor Material	$18,809.00	$18,809.00			$18,809.00	100.00%		$1,880.90
19	4th Floor Labor	$12,653.00	$12,653.00			$12,653.00	100.00%		$1,265.30
20	4th Floor Test & Trim	$1,000.00	$750.00	$150.00		$900.00	90.00%	$100.00	$90.00
21	5th Floor Material	$18,918.00	$18,918.00			$18,918.00	100.00%		$1,891.80
22	5th Floor Labor	$12,726.00	$12,726.00			$12,726.00	100.00%		$1,272.60
23	5th Floor Test & Trim	$1,000.00	$750.00	$150.00		$900.00	90.00%	$100.00	$90.00
24	6th Floor Material	$13,091.00	$13,091.00			$13,091.00	100.00%		$1,309.10
25	6th Floor Labor	$8,987.00	$8,987.00			$8,987.00	100.00%		$898.70
26	6th Floor Test & Trim	$750.00	$562.50	$112.50		$675.00	90.00%	$75.00	$67.50
27	7th Floor Material	$12,764.00	$12,764.00			$12,764.00	100.00%		$1,276.40
28	7th Floor Labor	$8,768.00	$8,768.00			$8,768.00	100.00%		$876.80

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CONTINUATION SHEET

AIA DOCUMENT G703

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

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

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

Hotel at Marion Square

APPLICATION NO: 24
APPLICATION DATE: 6/15/18
PERIOD TO: 6/30/18
13026000
615008

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
29	7th Floor Test & Trim	$750.00	$562.50	$112.50		$675.00	90.00%	$75.00	$67.50
30	8th Floor Material	$13,309.00	$13,309.00			$13,309.00	100.00%		$1,330.90
31	8th Floor Labor	$9,133.00	$9,133.00			$9,133.00	100.00%		$913.30
32	8th Floor Test & Trim	$750.00	$562.50	$112.50		$675.00	90.00%	$75.00	$67.50
33	Roof Terrace Material	$7,764.00	$7,764.00			$7,764.00	100.00%		$776.40
34	Roof Terrace Labor	$4,968.00	$4,968.00			$4,968.00	100.00%		$496.80
35	Roof Terrace Test & Trim	$500.00	$375.00	$75.00		$450.00	90.00%	$50.00	$45.00
36	Change Order #1	($1,956.12)	($1,956.12)			($1,956.12)	100.00%		($195.61)
37	Change Order #4	$1,312.00	$1,312.00			$1,312.00	100.00%		$131.20
38	Change Order #5	$3,876.00	$3,876.00			$3,876.00	100.00%		$387.60
	GRAND TOTALS	$468,151.88	$465,939.38	$1,327.50		$467,266.88	99.81%	$885.00	$46,726.69

AIA DOCUMENT G703 CONTINUATION SHEET FOR G702 1992 EDITION AIA © 1992
THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W. WASHINGTON, D.C. 20006-5292

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

KNOW ALL MEN BY THESE PRESENTS:

That Palmetto Automatic Sprinkler Company, Inc (the "Lienor") for and in consideration of the payment of the sum of $ 1194.75 and other good and valuable consideration paid by Balfour Beatty Construction, LLC (the "Contractor") or Library Associates, LLC ("Owner"), receipt of which is hereby acknowledged, hereby releases, waives and quit claims to Contractor, the Owner, and their respective successors and assigns, all liens, lien rights, claims or demands of any kind whatsoever, which Lienor now has or might have against Contractor and/or Owner and/or the buildings and improvements on the premises legally described as: See Exhibit "A" attached hereto (the "Property") on account of labor and services performed and/or material furnished for the construction of any improvements thereon, except for retention, and open change order requests, claims or disputes identified as follows:

_____

That the undersigned has the right and authority to execute this Conditional Partial Waiver and Release of Lien on behalf of the Lienor. That this is a waiver of all lien rights and other claims which Lienor has against the Property, the Contractor, and the Owner for all labor, material and services performed thereon, including all extras and change orders, that all laborers retained or employed by the Lienor for construction of improvements on the Property, all suppliers and sub-contractors of Lienor who have furnished labor, material and services for the undersigned for the construction of improvements on the Property, and all labor, services and materials used by the undersigned in the construction of said improvements, have been paid in full for work performed or materials supplied, up to and including the 30 day of June, 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 15 day of June, 2016.

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 15 day of June, 2016 by Stephen Keene, Controller of PASCO a _____ corporation on, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification

NOTARY PUBLIC STATE OF South Carolina

My Commission Expires: 12/3/24

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Balfour Beatty
Construction

TIER RELEASE SCHEDULE

Job Name	Hotel at Marion Square
Job #	13025060

Date Prepared:	6/16/2010

PRIME SUB'S NAME	PALMETTO AUTOMATIC SPRINKLER COMPANY, INC
Attachment for Pay Req #:	24
for Month Ending:	6/30/2010

A	B	C	D	E	F		G	H	I	J		K
Subcontractors/Suppliers List all subs or suppliers who will perform work for this contract. List Address & Phone Number	Indicate if tier is based in county of Project	Notice to Owner Filed?(NTO) (Yes/No)	Date NTO Filed:	Bonded Sub? (Yes/No)	Has tier billed for work to date? select: (Yes/No)		Cumulative dollar amount tier billed for work/materials to date:	Tier's most recent invoice is dated through:	Tier's most recent release is dated through: (as need on releases)	Tier's most recent release is PARTIAL or FINAL? Select One		Comments:
SAMPLE TIER 123 Example Dr Sonsewhere, NC 27607 919-334-1234	yes - PIT	NO	N/A		YES	NO	$12,123.00	4/27/2010	3/31/2010	PARTIAL	FINAL	thru March 2010
Ferguson Enterprises, PO Box 100285, Atlanta, GA 30384-0285	no	no			YES	NO	6449.49			PARTIAL	FINAL	
Core and Main, 501 W Church St, Orlando, FL 32805					YES	NO	3000.97			PARTIAL	FINAL	
Shae Enterprises, Inc PO Box 6174 Hickory, NC 28603					YES	NO	3010.00			PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	

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ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/27/2017

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

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

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

CONTACT NAME: Brett Royer
PHONE (A/C, No, Ext): 803 748-0100 FAX (A/C, No): 877 467-7214
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Amerisure Insurance Company	19488
INSURER B: Scottsdale Insurance Company	41297
INSURER C: Endurance American Specialty In	41718
INSURER D:	
INSURER E:	
INSURER F:	

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

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			CPP2102583	10/01/2017	10/01/2018	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE	$2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER							$
	AUTOMOBILE LIABILITY			CA2102584	10/01/2017	10/01/2018	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB / X OCCUR			XLS0103310	10/01/2017	10/01/2018	EACH OCCURRENCE	$5,000,000
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$5,000,000
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC2102582	10/01/2017	10/01/2018	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N / N/A						E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
C	Excess Umbrella Liability			ELD300001692	10/01/2017	10/01/2018	$5,000,000 per Occur Aggr-Over Primary/ Umbrella Limit	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
REFERENCE: Job Number: 615008; Project: Hotel at Marion Square

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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DEFENDANT LIBRARY ASSOCIATES, LLC'S

TRIAL EXHIBIT #58

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

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

TAB 10

ALL-STATE LEGAL®
EXHIBIT
Dft 58

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

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

OWNER	**LIBRARY ASSOCIATES, LLC.** 17 Lockwood Drive, Suite 400 Charleston, SC 29401	PROJECT	**THE HOTEL AT MARION SQUARE** 404 KING STREET CHARLESTON, SC 29403	APPLICATION PERIOD FROM PERIOD TO	**40** 07/01/2018 07/31/2018
CONTRACTOR ADDRESS	**Balfour Beatty Construction, LLC** 1930 Camden Rd Charlotte, NC 28203	ARCHITECT ADDRESS PHONE #	**WINFORD LINDSAY ARCHITECT** 344 West Pike Street Lawrenceville, GA 30046 770-407-5796	VENDOR #: ARCHITECT'S PROJECT NO	
CONTRACT	**THE HOTEL AT MARION SQUARE** (Project #13026000)				

DISTRIBUTION TO:

- [X] OWNER
- [X] CONTRACTOR
- [X] ARCHITECT
- [ ] ENGINEERS

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

CONTRACTOR'S APPLICATION FOR PAYMENT

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

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

CONTRACTOR: **Balfour Beatty Construction, LLC.**

By: Alie Bailey Date: 8/29/18

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

1. ORIGINAL CONTRACT SUM			$ 59,344,747.00
2. Net change by Change Orders			$ 5,430,154.57
3. CONTRACT SUM TO DATE (Line 1 + 2)			$ 64,774,901.57
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)			$ 61,837,494.46
5. RETAINAGE:			
a.	Completed Work	$ 3,595,255.30	
b.	Stored Materials	$ 232.70	
Total Retainage (Line 5a + 5b or Total in Column J of G703)			$ 3,595,488.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)			$ 58,242,006.47
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)			$ 57,227,701.08
8. CURRENT PAYMENT DUE			$ 1,014,305.39
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)			$ 6,532,895.10

State of: South Carolina County of: Charleston
Subscribed and sworn to before me this 29 day of August 2018
Notary Public: Nicholas Wegener
My commission expires: 7/22/2026

NICHOLAS WEGENER
COM. EXP. 07/22/2026
NOTARY PUBLIC
SOUTH CAROLINA

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

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

ARCHITECT: WINFORD LINDSAY ARCHITECT

By: Jennifer Vaccaro-Sternberg 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

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

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

CONTINUATION G703

PROJECT # 13026000
PROJECT THE HOTEL AT MARION SQUARE
CHARLESTON, SC
O LIBRARY ASSOCIATES, LLC,

APPLICATION NUMBER 40
PERIOD FROM 07/01/2018
PERIOD TO 07/31/2018

A		B	C			D	E	F	G	H	I	J
			COMMITMENT VALUES			WORK COMPLETED						
LINE		WORK DESCRIPTION	ORIGINAL AMOUNT -1-	CHANGE ORDERS -2-	BUDGET TRANSFERS	CURRENT AMOUNT -3-	FROM PREVIOUS APPLICATION	THIS PERIOD	STORED MATERIALS	TOTAL COMPLETE AND STORED TO DATE (D + E)	% COMPLETE (G/C3)	BALANCE TO FINISH (C3 -G)	RETAINAGE
1	GRC'S	GENERAL CONDITIONALS (18 months)	3,216,855.00		31,935.00	3,248,790.00	3,231,939.00	16,851.00	-	3,248,790.00	100.0%	-	162,439.50
2						-	-	-	-	-	-	-	-
3		SUBCONTRACTS / COST OF WORK				-	-	-	-	-	-	-	-
4	GENERAL					-	-	-	-	-	-	-	-
5	00A	STAGING AND LOGISTICS	821,074.00			821,074.00	816,224.16	-	-	816,224.16	99.4%	4,849.84	40,811.21
6	01A	GENERAL TRADES	875,833.00		(400.00)	875,433.00	378,355.79	28,200.00	-	424,555.79	48.5%	450,877.21	37,905.58
7	SITE					-	-	-	-	-		-	-
8	02A	SITEWORK	1,632,484.00		(17,406.00)	1,615,077.95	1,443,743.43	156,133.84	-	1,599,877.27	99.1%	15,160.68	60,273.11
9	02J	HARDSCAPE, LANDSCAPE & IRRIGATION	317,316.00			317,316.00	309,943.75	6,348.38		316,292.13	97.5%	8,023.87	15,464.61
10	02K	SITE DEMOLITION ALLOWANCE	90,000.00		(32,490.73)	57,509.27	57,509.27	-	-	57,509.27	100.0%	-	5,750.93
11	STRUCTURE												
12	03L	DEEP FOUNDATIONS	2,228,914.00		(190,000.00)	2,038,914.00	1,778,278.00	-	-	1,778,278.00	87.2%	260,636.00	-
13	03A	CAST-IN-PLACE CONCRETE	7,337,635.00		163,587.93	7,501,282.93	7,501,282.93	-	-	7,501,282.93	100.0%	-	375,064.15
14	04A	MASONRY - CMU & CAST STONE	2,379,350.00		183,633.23	2,562,983.23	2,560,720.67	-	-	2,560,720.67	99.9%	10,268.56	256,072.27
15	05A	MISC. METALS	2,474,350.00		(139,467.52)	2,335,382.48	1,816,132.11	23,405.00	-	1,839,538.11	78.8%	495,844.47	183,853.80
16	SHELL					-	-	-	-	-		-	-
17	07A	ROOFING	855,608.00		234,296.00	1,089,904.00	1,071,744.58	-	-	1,071,744.58	98.3%	18,159.42	53,587.23
18	07B	WATERPROOFING/ CAULKING	741,300.00		50,420.40	791,720.40	778,447.71	-	-	778,447.71	98.3%	14,861.69	77,844.77
19	07E	STUCCO	913,036.00		442,248.54	1,355,284.54	1,346,704.90	-	-	1,346,704.90	99.4%	8,579.48	67,335.25
20	07F	FIREPROOFING	7,540.00		(7,540.00)	-	-	-	-	-	#DIV/0!	-	-
21	07K	FIRESTOPPING	20,000.00		(20,000.00)	-	-	-	-	-	#DIV/0!	-	-
22	08F	GLASS (Hopes Jamestown Painted Steel Stairtower)	1,283,987.00		40,000.00	1,323,987.00	1,313,358.13	87,638.82	-	1,310,797.95	98.0%	12,790.05	65,543.90
23	08H	INTERIOR GLAZING	1,154,577.00		1,091,666.90	2,246,243.90	2,118,784.78	122,095.35	-	2,241,880.13	99.8%	4,363.37	112,094.01
24	08I	WINDOWS	740,295.00		(740,295.00)	-	-	-	-	-	#DIV/0!	-	-
25	10C	PARKING AWNINGS	12,000.00			12,000.00	-	-	-	-	0.0%	12,000.00	-
26	INTERIORS					-	-	-	-	-	#DIV/0!	-	-
27	04A	MASONRY - INTERIOR CAST STONE	250,000.00		(167,530.00)	82,470.00	81,594.00	-		81,594.00	99.4%	876.00	8,159.40
28	05A	INTERIORS ORNAMENTAL METALS	230,000.00		(140,000.00)	90,000.00	-	-	-	-	0.0%	90,000.00	-
29	06A	ROUGH CARPENTRY	211,677.00		55,000.00	266,677.00	264,647.12	-	-	264,647.12	99.2%	2,029.88	13,232.36
30	06D	DOORS, FRAMES, AND HARDWARE	1,606,746.00		193,346.72	1,799,896.72	1,371,927.24	53,418.48	-	1,425,345.72	81.0%	374,550.00	142,534.57
31	06H	SPECIAL DOORS	305,997.00		(128,000.00)	233,997.00	153,997.00	-	-	153,997.00	66.1%	80,000.00	7,699.85
	06X	SMOKE CONTAINMENT BARRIER	13,393.00		112,100.00	125,493.00	19,996.00	-	-	19,996.00	15.9%	105,497.00	1,999.60
	09A	METAL STUD FRAMING & DRYWALL / ACCOUSTICAL CEILINGS	3,717,093.00		760,032.45	4,477,125.45	4,458,308.63	22,293.94	-	4,480,602.57	99.8%	6,522.88	225,829.93
	10A	SPECIALTIES	606,541.00		(12,710.00)	593,831.00	390,813.00	-	-	390,813.00	65.8%	203,018.00	19,530.65
	10C	OPERABLE PARTITIONS	83,437.00			83,437.00	76,863.50	-	-	76,863.50	92.1%	6,573.50	7,686.35
	11A	EQUIPMENT (PARKING LIFTS)	481,765.00		(44,048.00)	437,717.00	400,603.20	-	-	400,603.20	91.5%	37,114.80	40,060.32
37	11B	KITCHEN EQUIPMENT	-	-	1,001,128.00	1,001,128.00	874,953.81	-	-	874,953.81	87.4%	126,174.19	43,747.63
38	13A	POOL	365,864.00		(54,064.00)	311,800.00	297,590.00	-	-	297,590.00	95.4%	14,210.00	14,879.00
39	14A	ELEVATORS	1,475,318.00		140,400.07	1,615,618.07	1,470,918.00	-	-	1,470,918.00	91.4%	144,700.07	147,091.80
40	14B	WHEEL CHAIR LIFT	15,000.00			15,000.00	-	-	-	-	0.0%	15,000.00	-
41								-					
42	MEP					-		-		-			
43	15B	HVAC & PLUMBING	8,018,142.00		729,093.33	8,747,235.33	8,727,219.14	-	-	8,727,219.14	99.8%	20,016.19	436,360.96
44	15D	FIRE PROTECTION	468,870.00			468,870.00	465,266.68	885.00	-	466,151.68	99.6%	718.32	46,615.19
45	16A	ELECTRICAL	3,963,791.00		585,843.33	4,549,634.33	4,483,495.19	20,093.82	-	4,503,453.01	99.1%	46,181.31	300,421.76
46	FINISHES							-		-			
47	06B	FINISH CARPENTRY & CUSTOM MILLWORK	2,195,485.00	-	639,853.73	2,745,338.73	2,590,126.89	133,710.00	2,321.00	2,716,173.00	98.8%	29,165.83	135,808.70
48	09B	FLOORING	397,147.00	-	22,510.00	419,657.00	288,047.17	94,162.08	-	382,209.25	91.1%	37,447.75	38,220.93
49	09D	PAINTING & WALLCOVER	619,814.00		372,298.14	992,112.14	913,667.00	18,186.44	-	931,853.44	93.9%	60,258.70	46,592.67
50	09E	STONE & HARD TILE	3,508,930.00	-	(52,414.82)	3,516,391.97	3,087,183.15	69,873.58	-	3,157,056.73	89.8%	359,335.24	173,649.54
51	OCO 1	RCO 1, RCO 4, RCO 5, RCO 6, RCO 8, RCO 10, RCO 12	-	274,953.15	(274,953.15)	-	-	-	-	-	#DIV/0!	-	-
52	OCO 2	RCO 3, RCO 7, RCO 11, RCO 15, RCO 32	-	80,241.74	(80,241.74)	-	-	-	-	-	#DIV/0!	-	-
53	OCO 3	RCO 14, RCO 27R1, RCO 29R1, RCO 29R2	-	1,646,791.54	(1,646,791.54)	-	-	-	-	-	#DIV/0!	-	-
54	OCO 4	RCO 17R1, RCO 49	-	12,874.68	(12,874.68)	-	-	-	-	-	#DIV/0!	-	-
55	OCO 5	RCO 22, RCO 28, RCO 33, RCO 47, RCO 50, RCO53, RCO 66, RCO 69, RCO 77, RCO 81		65,161.71	(65,161.71)	-	-	-	-	-	#DIV/0!	-	-
56	OCO 6	RCO 36, RCO 38, RCO 39, RCO 45, RCO 48, RCO 61, RCO 62, RCO 65, RCO 87, RCO 95		369,310.84	(369,310.84)	-	-	-	-	-	#DIV/0!	-	-
57	OCO 7	RCO 19, RCO 23R1, RCO 25, RCO 26R2, RCO 31, RCO 39, RCO 50, RCO 58, RCO 61, RCO 62, RCO 64, RCO 67, RCO 70, RCO 72, RCO 73R1, RCO 78, RCO 90, RCO 91, RCO 92, RCO 93, RCO 94, RCO 96, RCO 97, RCO 98, RCO 99, RCO 101, RCO 114, RCO 116, RCO 117, RCO 119, RCO. 120, RCO 121, RCO 127, RCO 128, RCO 133, RCO 139		1,178,513.76	(1,178,513.76)	-	-	-	-	-	#DIV/0!	-	-
58	OCO 8	RCO 68R4, RCO 104, RCO 109R4, RCO 111, RCO 113R1, RCO 125R1, RCO 127R1, RCO 135R1, RCO 133, RCO 136R2, RCO 142R2, RCO 145, RCO 147, RCO 149R2, RCO 150, RCO 163, RCO 165, RCO 167, RCO 168, RCO 170, RCO 173		1,156,837.97	(1,156,837.97)	-	-	-	-	-	#DIV/0!	-	-
59	OCO 9	RCO61E, RCO 100R4, RCO 112, RCO 128, RCO 129, RCO 143, RCO 146R3, RCO 154, RCO 160R1, RCO 162, RCO 164, RCO 169R1, RCO 171.1, RCO 174, RCO 175R1, RCO 176, RCO 178, RCO 180, RCO 181, RCO 183, RCO 185, RCO 186, RCO 188, RCO 189R1, RCO 190, RCO 191, RCO 196, RCO 198, RCO 202, RCO 203R1, RCO 207, RCO 214, RCO 218, RCO 220		349,037.37	(349,037.37)	-	-	-	-	-	#DIV/0!	-	-
60	OCO 10	RCO 144, RCO 151R1, RCO 163, RCO 167, RCO 168, RCO 193, RCO 199R3, RCO 201R1, RCO 206, RCO 210, RCO 217, RCO 224, RCO 226, RCO 228, RCO 230, RCO 230R2, RCO 232, RCO 234		169,340.91	(169,340.91)	-	-	-	-	-	0	-	
61	OCO 11	Construction Change Directives - April Draw		10,987.00	(10,987.00)	-	-	-	-	-		-	
62	OCO 12	RCO 140, RCO 204R1, RCO 231, RCO 238		84,035.33	(84,035.33)	-	-	-	-	-		-	
63	OCO 13	Construction Change Directives - May Draw		33,945.00	(33,945.00)	-	-	-	-	-		-	
64	OCO 14	Construction Change Directives - June Draw		50,010.72	(50,010.72)	-	-	-	-	-	0	-	
65	OCO 15R1	Construction Change Directive - July Draw		66,754.76	(66,754.76)							-	
66	OCO 16R5	RCO 48R4, RCO 057, RCO 182.4, RCO 219, RCO 225, RCO 241, RCO 243		206,760.37	(94,286.92)	112,473.24						112,473.24	
		SUBTOTAL	55,649,339.00	9,168,141.73	65,817,480	60,676,641.18	57,318,743.14	940,373.05	2,337.00	58,119,453.77	95.8%	2,558,327.41	2,269,393.44

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

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

CONTINUATION G703

APPLICATION NUMBER 40
PERIOD FROM 07/01/2018
PERIOD TO 07/31/2018

A	B	C				D	E	F	G	H	I	J
		COMMITMENT VALUES				WORK COMPLETED						
LINE	WORK DESCRIPTION	ORIGINAL AMOUNT	CHANGE ORDERS	BUDGET TRANSFERS	CURRENT AMOUNT	FROM PREVIOUS APPLICATION	THIS PERIOD	STORED MATERIALS	TOTAL COMPLETE AND STORED TO DATE (D + E)	% COMPLETE (G/C)	BALANCE TO FINISH (C - G)	RETAINAGE
		-1-	-2-		-3-							
67	CONSTRUCTION CONTINGENCY (2.25%)	1,002,688.00	-	(96,741.45)	905,946.55	743,946.55		-	743,946.55	74.8%	250,000.00	74,394.66
68	SPECIALTY SPACE SUPERVISION - NBM	100,000.00	-	-	100,000.00	-	-	-	-	0.0%	100,000.00	-
69	GENERAL LIABILITY INSURANCE (1%)	555,200.00	92,176.84	-	651,455.84	648,656.49	2,799.35	-	651,455.84	100.0%	-	-
70	SUBGUARD (1.25%)	678,150.00	69,690.32	-	747,840.32	730,480.33	2,359.99	-	732,840.32	100.0%	-	-
	SUBTOTAL	60,874,564.00	6,244,077.89	(0.00)	67,118,641.89	59,378,651.61	873,537.87	2,327.00	60,253,716.48	89.7%	3,109,377.41	3,443,781.59
71	FEE (2.5%)	1,457,802.00	144,126.59		1,596,928.59	1,490,952.38	21,912.82	-	1,512,865.20	94.6%	79,063.39	151,092.90
	TOTAL CONSTRUCTION COST	59,537,368.00	6,438,154.37	(0.00)	65,975,522.37	60,870,603.87	857,464.51	2,327.00	61,730,395.46	93.1%	3,187,407.11	3,594,874.50
72	PRECONSTRUCTION FEE	46,779.00			46,779.00	46,779.00	-	-	46,779.00	100.0%	-	-
	TOTAL COST WITH PRECON	59,584,747.00	6,438,154.37	(0.00)	66,024,901.37	60,917,382.87	857,464.51	2,327.00	61,837,494.46	93.7%	3,187,407.11	3,594,874.50
73	BUYOUT REDUCTION CONTRIBUTION	(239,000.00)			(239,000.00)				-	0.0%	(239,000.00)	-
	GRAND TOTAL	59,345,747.00	6,438,154.37	(0.00)	65,785,901.37	60,917,382.87	857,464.51	2,327.00	61,837,494.46	94.0%	2,948,407.11	3,594,874.50

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Balfour Beatty
Construction

Request for Payment

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

Subcontractor's Name: Palmetto Automatic Sprinkler Company, Inc.
Subcontractor's Address: 1862 Old Dunbar Rd.
West Columbia, SC 29172

Phone Number: 803-794-1602
Fax Number:

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

Description of Work: Fire Protection

Original Contract Amount	$464,920.00
Change Order Total Through C/O #: 1	$3,231.88
Total Revised Contract	$468,151.88
Previous Work Performed to Date(SSR)	$467,266.88
Value of Materials Stored On Site	$0.00
Value of Materials Stored Off Site	$0.00
Current Month Gross	$885.00
New Work Performed to Date	$468,151.88
Less 10 % Retainage	$46,815.19
Amount Earned to Date	$421,336.69
Less Previous Net Billings	$420,540.19
Less Adjustments/Joint Checks	$0.00
Less Pending Back Charges	$0.00
Total Amount this Requisition	$796.50

Subcontract [X] Purchase Order [ ]
Other Contract Type

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

Subguard [ ] Alternate Plan [ ]

Contract Increased 20%?	Y [ ]	N [X]
If yes, bond rider received	Y [ ]	N [ ]
EEO Reports Current	Y [ ]	N [ ]
Certified Payrolls Current	Y [ ]	N [ ]
Insurance Status	Finaled	
Insurance Expiration Date	10/01/18	
Release Attached	Y [ ]	N [ ]
Tier/Supplier Release if Required	Y [ ]	N [ ]
Reducing Retention	Y [ ]	N [ ]
If reducing retainage, reducing	From [ ]	To [X]
Consent of Surety for retention reduction if bonded	Y [ ]	N [ ]
New materials stored off site	Y [ ]	N [X]
If yes, attach stored materials checklist		
Final Payment	Y [ ]	N [X]
If yes, see attached checklist		

Owner Billing Number: 12
Owner Payment Rec'd Date:
Payment Terms: Pay When Paid
Pay Select #

For Balfour Beatty Use Only:

	CO #	Vendor #	Job #	Contract No.
	50540	1348477	13026400	525443

Date	Invoice #	Description
07/31/18	13026400 - PE25	13026400 . PE# PE25 . 18.07

Gross Amount	Retainage Amt	Net Amount
$885.00	$44.25	$796.50

Trade Account?	Tax Code	Pay Item & Cost Code	Accrue Tax?
NO		400 51550000.40	NO

Hold Codes: 02- OWNER FUNDING Lower Tier Waivers/LTSched
PM APP

Approvals:
PM / Date PA / Date: CA 07/13/18 APA / Date

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APPLICAT. J AND CERTIFICATION FOR PAYMENT

IA DOCUMENT G702

TO PRIME CONTRACTOR:
Balfour Beatty Construction
1930 Camden Rd, Charlotte, NC 28203

PROJECT:
Hotel at Marion Square

APPLICATION NO: 25

PERIOD TO: 7/31/18

PROJECT NOS: 13026000
615008

CONTRACT DATE: 3/11/15

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

FROM SUBCONTRACTOR:
Palmetto Automatic Sprinkler Co., Inc
PO Box 2927
West Columbia, SC 29171

VIA ARCHITECT:

CONTRACT FOR: FIRE PROTECTION

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

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

SUBCONTRACTOR: Palmetto Automatic Sprinkler Company, Inc

By: _____ Date: 7/13/18

State of: South Carolina County of: Lexington
Subscribed and sworn to before me this day of July 2018
Notary Public: M. Cullum
My Commission expires: 1/23/24

CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED ..... $ _____

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

CONTRACTOR:

By: _____ Date: _____

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

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CONTINUATION SHEET

AIA DOCUMENT G703

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

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

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

Hotel at Marion Square

APPLICATION NO: 25
APPLICATION DATE: 7/13/18
PERIOD TO: 7/31/18
13026000
615008

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED: FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED: THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
1	Design	$32,545.00	$32,545.00			$32,545.00	100.00%		$3,254.50
2	Mobilization	$13,950.00	$13,950.00			$13,950.00	100.00%		$1,395.00
3	Site Work	$2,500.00	$2,500.00			$2,500.00	100.00%		$250.00
4	Fire Pump	$55,270.00	$55,270.00			$55,270.00	100.00%		$5,527.00
5	Standpipes	$33,960.00	$33,960.00			$33,960.00	100.00%		$3,396.00
6	Parking Floor Material	$21,792.00	$21,792.00			$21,792.00	100.00%		$2,179.20
7	Parking Floor Labor	$12,807.00	$12,807.00			$12,807.00	100.00%		$1,280.70
8	Parking Floor Test & Trim	$850.00	$765.00	$85.00		$850.00	100.00%		$85.00
9	1st Floor Material	$30,509.00	$30,509.00			$30,509.00	100.00%		$3,050.90
10	1st Floor Labor	$18,673.00	$18,673.00			$18,673.00	100.00%		$1,867.30
11	1st Floor Test & Trim	$1,050.00	$945.00	$105.00		$1,050.00	100.00%		$105.00
12	2nd Floor Material	$37,244.00	$37,244.00			$37,244.00	100.00%		$3,724.40
13	2nd Floor Labor	$23,468.00	$23,468.00			$23,468.00	100.00%		$2,346.80
14	2nd Floor Test & Trim	$1,200.00	$1,080.00	$120.00		$1,200.00	100.00%		$120.00
15	3rd Floor Material	$18,809.00	$18,809.00			$18,809.00	100.00%		$1,880.90
16	3rd Floor Labor	$12,653.00	$12,653.00			$12,653.00	100.00%		$1,265.30
17	3rd Floor Test & Trim	$1,000.00	$900.00	$100.00		$1,000.00	100.00%		$100.00
18	4th Floor Material	$18,809.00	$18,809.00			$18,809.00	100.00%		$1,880.90
19	4th Floor Labor	$12,653.00	$12,653.00			$12,653.00	100.00%		$1,265.30
20	4th Floor Test & Trim	$1,000.00	$900.00	$100.00		$1,000.00	100.00%		$100.00
21	5th Floor Material	$18,918.00	$18,918.00			$18,918.00	100.00%		$1,891.80
22	5th Floor Labor	$12,726.00	$12,726.00			$12,726.00	100.00%		$1,272.60
23	5th Floor Test & Trim	$1,000.00	$900.00	$100.00		$1,000.00	100.00%		$100.00
24	6th Floor Material	$13,091.00	$13,091.00			$13,091.00	100.00%		$1,309.10
25	6th Floor Labor	$8,987.00	$8,987.00			$8,987.00	100.00%		$898.70
26	6th Floor Test & Trim	$750.00	$675.00	$75.00		$750.00	100.00%		$75.00
27	7th Floor Material	$12,764.00	$12,764.00			$12,764.00	100.00%		$1,276.40
28	7th Floor Labor	$8,768.00	$8,768.00			$8,768.00	100.00%		$876.80

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CONTINUATION SHEET

AIA DOCUMENT G703

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

In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

Hotel at Marion Square

APPLICATION NO: 25
APPLICATION DATE: 7/13/18
PERIOD TO: 7/31/18
13026000
615008

A	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					
29	7th Floor Test & Trim	$750.00	$675.00	$75.00		$750.00	100.00%		$75.00
30	8th Floor Material	$13,309.00	$13,309.00			$13,309.00	100.00%		$1,330.90
31	8th Floor Labor	$9,133.00	$9,133.00			$9,133.00	100.00%		$913.30
32	8th Floor Test & Trim	$750.00	$675.00	$75.00		$750.00	100.00%		$75.00
33	Roof Terrace Material	$7,764.00	$7,764.00			$7,764.00	100.00%		$776.40
34	Roof Terrace Labor	$4,968.00	$4,968.00			$4,968.00	100.00%		$496.80
35	Roof Terrace Test & Trim	$500.00	$450.00	$50.00		$500.00	100.00%		$50.00
36	Change Order #1	($1,956.12)	($1,956.12)			($1,956.12)	100.00%		($195.61)
37	Change Order #4	$1,312.00	$1,312.00			$1,312.00	100.00%		$131.20
38	Change Order #5	$3,876.00	$3,876.00			$3,876.00	100.00%		$387.60
	GRAND TOTALS	$468,151.88	$467,266.88	$885.00		$468,151.88	100.00%		$46,815.19

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

G703-1992

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

KNOW ALL MEN BY THESE PRESENTS:

That Palmetto Automatic Sprinkler Company, Inc (the "Lienor") for and in consideration of the payment of the sum of $ 791.50 and other good and valuable consideration paid by Balfour Beatty Construction, LLC (the "Contractor") or Library Associates, LLC ("Owner"), receipt of which is hereby acknowledged, hereby releases, waives and quit claims to Contractor, the Owner, and their respective successors and assigns, all liens, lien rights, claims or demands of any kind whatsoever, which Lienor now has or might have against Contractor and/or Owner and/or the buildings and improvements on the premises legally described as: See Exhibit "A" attached hereto (the "Property") on account of labor and services performed and/or material furnished for the construction of any improvements thereon; except for retention, and open change order requests, claims or disputes identified as follows:

_____

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

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

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

Signed, sealed and delivered
in the presence of:

Andrea Seeger
Signature
Andrea Seeger
Print Name

Palmetto Automatic Sprinkler Company, inc
a _____ corporation

Signature
Stephen Keene, Controller
Print Name & Title

STATE OF South Carolina

COUNTY OF Lexington

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

NOTARY PUBLIC, STATE OF South Carolina

My Commission Expires: 12/3/24

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Client#: 233116 17PALMEAUT

ACORD. CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/27/2017

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

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

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

CONTACT NAME: Brett Royer
PHONE (A/C, No, Ext): 803 748-0100 FAX (A/C, No): 877 467-7214
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Amerisure Insurance Company	19488
INSURER B: Scottsdale Insurance Company	41297
INSURER C: Endurance American Specialty In	41716
INSURER D:	
INSURER E:	
INSURER F:	

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

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR			CPP2102583	10/01/2017	10/01/2018	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER POLICY / X PRO-JECT / LOC						GENERAL AGGREGATE	$2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$2,000,000
								$
	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS / SCHEDULED AUTOS X HIRED AUTOS / X NON-OWNED AUTOS			CA2102584	10/01/2017	10/01/2018	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE			XLS0103310	10/01/2017	10/01/2018	EACH OCCURRENCE	$5,000,000
	DED / RETENTION $						AGGREGATE	$5,000,000
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC2102582	10/01/2017	10/01/2018	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
C	Excess Umbrella Liability			ELD300001692	10/01/2017	10/01/2018	$5,000,000 per Occur Aggr-Over Primary/ Umbrella Limit	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
REFERENCE: Job Number: 615008; Project: Hotel at Marion Square

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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DEFENDANT LIBRARY ASSOCIATES, LLC'S

TRIAL EXHIBIT #59

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TAB 11

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APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

OWNER	**LIBRARY ASSOCIATES, LLC.** 17 Lockwood Drive, Suite 400 Charleston, SC 29401	PROJECT	**THE HOTEL AT MARION SQUARE** 404 KING STREET CHARLESTON, SC 29403	APPLICATION PERIOD FROM PERIOD TO	41 08/01/2018 08/31/2018
CONTRACTOR ADDRESS	**Balfour Beatty Construction, LLC** 1930 Camden Rd Charlotte, NC 28203	ARCHITECT ADDRESS PHONE #	**WINFORD LINDSAY ARCHITECT** 344 West Pike Street Lawrenceville, GA 30046 770-407-5796	VENDOR #: ARCHITECT'S PROJECT NO	
CONTRACT	**THE HOTEL AT MARION SQUARE** (Project #13026000)				

DISTRIBUTION TO:

- [X] OWNER
- [X] CONTRACTOR
- [X] ARCHITECT
- [ ] ENGINEERS

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

CONTRACTOR'S APPLICATION FOR PAYMENT

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

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

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

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.

State of: South Carolina County of: Charleston
Subscribed and sworn to before me this 29 day of August 2018
Notary Public: Nicholas Wegener
My commission expires: 7/22/2026

NICHOLAS WEGENER
COM. EXP.
NOTARY
PUBLIC
07/22/2026
SOUTH CAROLINA

CONTRACTOR: **Balfour Beatty Construction, LLC.**

By: Alex Dooley 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.

AMOUNT CERTIFIED $ 1,261,496.89
(Attach explanation if amount certified differs from the amount applied for.)
ARCHITECT: WINFORD LINDSAY ARCHITECT
By: Jennifer Lindsay 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

DEFENDANT LIBRARY ASSOCIATES, LLC'S

TRIAL EXHIBIT #63

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TAB 15

Area	CAR	CAROLINAS
Project Number	13026000	HOTEL AT MARION SQUARE
Job Number	13026400	MARION SQUARE COW

Description 1	Description 2	Change Ord. No. / Doc No.	Line Type / Type	Current Total Amount	Contract Amount	Amount Invoiced	Amount Paid	Amount Retained	Open Amount	Check# / Contract Bal.	C/O Date / Inv G/L Date / Check Date
Vendor 1348477	PALMETTO AUTOMATIC SPRINKLER C										
Subcontract Type and Number:	OS 525443										
Account Number:	13026400.42040.51550000										
SUB-FIRE PROTECTION	C:004 FIRE PROTECTION	000	J	464,920.00	464,920.00						05/07/2015
Account Number:	13026400.42040.51550000										
CCO:004-01	CCO:004-01 FIRE PUMP CHANGE	001	J	(1,956.12)	(1,956.12)						11/23/2015
Account Number:	13026400.42040.51550000										
CCO:004-04	CCO:004-04 INSTALL FLANGE ON F	002	J	1,312.00	1,312.00						04/18/2017
Account Number:	13026400.42040.51550000										
CCO:004-05	CCO:004-05 SUPPLEMENTAL INSTRU	003	J	3,876.00	3,876.00						10/18/2017
	Total Change Orders				3,231.88						
13026400.PE#01	MARION SQUARE 10/31/15	1183497	PS			16,272.50	14,645.25	1,627.25	.00	41895	12/14/2015
13026400.PE#02	MARION SQUARE 02/29/16	1244488	PS			8,136.00	7,322.40	813.60	.00	84438	04/20/2016
13026400.PE#03	MARION SQUARE 03/31/16	1261281	PS			3,254.00	2,928.60	325.40	.00	92414	05/20/2016
13026400PE04	Hotel at Marion Square	1325201	PS			73,066.00	65,759.40	7,306.60	.00	112612	08/10/2016
13026400PE05	Hotel at Marion Square	1325205	PS			26,216.00	23,594.40	2,621.60	.00	120112	09/12/2016
13026400PE06	Hotel @ Marion Square	1351725	PS			34,801.00	31,320.90	3,480.10	.00	134845	11/10/2016
13026400PE07	Marion Square Hotel	1368821	PS			75,044.00	67,539.60	7,504.40	.00	142187	12/15/2016

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Area	CAR	CAROLINAS
Project Number	13026000	HOTEL AT MARION SQUARE
Job Number	13026400	MARION SQUARE COW

Description 1	Description 2	Change Ord. No. / Doc No.	Line Type / Type	Current Total Amount	Contract Amount	Amount Invoiced	Amount Paid	Amount Retained	Open Amount	Check# / Contract Bal.	C/O Date / Inv G/L Date / Check Date
13026400PE08	Marion Hotel	1382495	PS			16,071.00	14,463.90	1,607.10	.00	148720	01/12/2017
13026400PE09	Marion Square Hotle	1396565	PS			39,821.00	35,838.90	3,982.10	.00	157025	02/16/2017
13026400PE10	Hotel @ Marion Square	1412978	PS			27,579.00	24,821.10	2,757.90	.00	165369	03/22/2017
13026400PE11	Hotel at Marion Square	1425835	PS			43,370.00	39,033.00	4,337.00	.00	171988	04/18/2017
13026400PE12	Hotel at Marion Square	1443325	PS			26,731.00	24,057.90	2,673.10	.00	179042	05/17/2017
13026400PE13	Hotel at Marion Square	1457475	PS			10,060.50	9,054.45	1,006.05	.00	190732	07/03/2017
13026400PE14	Hotel at Marion Square	1476757	PS			12,535.00	11,281.50	1,253.50	.00	196092	07/24/2017
13026400PE15	Hotel at Marion Square	1492496	PS			7,923.00	7,130.70	792.30	.00	202471	08/17/2017
13026400PE16	Hotel at Marion Square	1509959	PS			16,489.00	14,840.10	1,648.90	.00	214387	10/05/2017
13026400PE17	Marion Square	1524810	PS			2,866.00	2,579.40	286.60	.00	220900	11/01/2017
13026400PE18	Marion Square	1545780	PS			3,551.00	3,195.90	355.10	.00	231085	12/13/2017

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R5643002W
BBC0002

BALFOUR BEATTY
Subcontract Status Report
As of - 05/31/19

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Area	CAR	CAROLINAS
Project Number	13026000	HOTEL AT MARION SQUARE
Job Number	13026400	MARION SQUARE COW

Description 1	Description 2	Change Ord. No. / Doc No.	Line Type / Type	Current Total Amount	Contract Amount	Amount Invoiced	Amount Paid	Amount Retained	Open Amount	Check# / Contract Bal.	C/O Date / Inv G/L Date / Check Date
13026400PE19	Hotel at Marion Square	1555028	PS			2,639.00	2,375.10	263.90	.00		
										231085	12/13/2017
13026400PE20		1628523	P4			6,939.20	.00	693.92	6,245.28		02/19/2018
13026400PE21	Hotel @ Marion Square	1653365	PS			640.35	.00	64.04	576.31		03/26/2018
13026400PE22	Marion Square	1674664	PS			9,081.68	.00	908.16	8,173.52		04/25/2018
1326400PE23	Hotel @ Marion Square	1694653	PS			2,853.15	.00	285.32	2,567.83		05/24/2018
13026400PE24	Marion Square-June	1714205	PS			1,327.50	.00	132.75	1,194.75		06/27/2018
13026400PE25	Marion Square-July	1734040	PS			885.00	.00	88.50	796.50		07/27/2018
TOTAL FOR PO.	525443			468,151.88	468,151.88	468,151.88	401,782.50	46,815.19	19,554.19		.00
TOTAL FOR VENDOR	1348477			468,151.88	468,151.88	468,151.88	401,782.50	46,815.19	19,554.19		.00

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Marion Square Hotel
Subcontractor: PASCO
Original Contract: $464,920.00
Approved Change Orders (Thru 05): $3,231.88
Current Contract Value: $468,151.88
Internal Change Order Amount: ($107,261.19)
Final Contract Amount: $360,890.69
Claim Amount: *$145,948.00* *Final value TBD based on owner settlement*

Folder #	CO #	Date	Description	Value	Claim	BBC Settlement Offer	Comments
1	6	2/14/18	RFI 1063 OPERABLE WALL SOFFIT	$ 1,264.00			NOT EXECUTED IN PASCO'S COURT
2	7	2/14/18	CONCEALED SPRINKLER HEAD PATCH PAINTING	$ (9,165.00)			NOT EXECUTED IN PASCO'S COURT
3	8	10/31/18	QUANTUM BACKCHARGE TO PASCO FOR PAINING	$ (27,997.09)			NOT EXECUTED IN PASCO'S COURT
4	9	3/6/19	QUANTUM BACKCHARGES	$ (2,028.60)			NOT EXECUTED IN PASCO'S COURT
5	TBD		LEVEL5 PATCHING SHEET ROCK AT VARIOUS AREAS (SEE REPORT)	$ (26,544.00)			1ST L5 INVOICE. DOES NOT INCLUDE INVOICE #2. (READY TO SEND)
	TBD		LEVEL5 PATCHING AFTER CONCEALED HEADS (GUESTROOMS ONLY)	$ (30,776.00)			INCLUDES MATERIAL AND LABOR (READY TO SEND)
			CCD27 GARAGE RAMP ADDITIONAL HEADS	$ -	$ 16,165.00		BBC RESPONDED THAT IT NEEDED TO BE COMPLETED ON T&M. PASCO FAILED TO RESPOND, DID NOT TRACK T&M. *ADDED TO RCO 279, INCLUDED IN CLAIM
6			REPLACE PAINTED HEADS L3, L4, L5	$ 14,758.00			BBC REJECTED THIS PROPOSAL AND CONFIDENT WORK WAS NOT PERFORMED. BBC WAS VERY CLEAR THAT WORK WAS TO BE ON T&M. SEE EMAIL WHERE DS ASKED THEM TO BRING HEADS FOR PROOF.
7			CCD#3 - CUSTOM PLATES AND LIFT	$ -	$ 10,542.00		IN RCO 279 (CLAIM/LIEN CCD)
			CCD#3 - LABOR CUSTOM SPRINKLER HEADS	$ -	$ 5,865.00		IN RCO 279 (CLAIM/LIEN CCD)
			EXTENDED CONDITIONS (CLAIM)		$ 113,376.00		ADDED TO CLAIM, NO BACK UP OR EXPLANATION PROVIDED
8			POUR FIRE PUMP PAD (FROM LITHKO)	$ (1,233.00)			
			SPRINKLER PATCHING 6/23/17-7/2/17	$ (1,588.00)			
			SPRINKLER PATCHINGEWO 7/11/17 - 7/17/17	$ (1,343.00)			
			SPRINKLER PATCHING EWO 8/30/17 - 9/20/17	$ (418.00)			
9			FIRE CAULK FOR PASCO L3	$ (662.00)			
			DAMAGED DUCT ON L9 ATTIC SPACE (SPLIT WITH WATSON)	$ (6,770.50)			
			DELAYS DUE TO PATCHING	NOT INCLUDED			SIGNIFICANT DELAYS DUE TO PASCO, SEE NOTICE FILE
10			DELAYS DUE TO MANPOWER	NOT INCLUDED			SIGNIFICANT DELAYS DUE TO PASCO, SEE NOTICE FILE
			REMOVE REJECTED PAINTED HEADS	$ (14,758.00)			
			Total	$ (107,261.19)	$ 145,948.00	$ -	

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Balfour Beatty
Construction

Marion Square Hotel						
Subcontractor:				PASCO		
Original Contract:					$464,920.00	
Approved Change Orders (Thru 05):					$3,231.88	
Current Contract Value:					$468,151.88	
Internal Change Order Amount:					($107,261.19)	
Final Contract Amount:					$360,890.69	
Claim Amount:					*$145,948.00*	*Final value TBD based on owner settlement*
CO #	Date	Description	Value	Claim	BBC Settlement Offer	Comments
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7	2/14/18	CONCEALED SPRINKLER HEAD PATCH PAINTING	$ (9,165.00)			NOT EXECUTED IN PASCO'S COURT
8	10/31/18	QUANTUM BACKCHARGE TO PASCO FOR PAINING	$ (27,997.09)			NOT EXECUTED IN PASCO'S COURT
9	3/6/19	QUANTUM BACKCHARGES	$ (2,028.60)			NOT EXECUTED IN PASCO'S COURT
TBD		LEVEL5 PATCHING SHEET ROCK AT VARIOUS AREAS (SEE REPORT)	$ (26,544.00)			1ST L5 INVOICE. DOES NOT INCLUDE INVOICE #2. (READY TO SEND)
TBD		LEVEL5 PATCHING AFTER CONCEALED HEADS (GUESTROOMS ONLY)	$ (30,776.00)			INCLUDES MATERIAL AND LABOR (READY TO SEND)
		CCD27 GARAGE RAMP ADDITIONAL HEADS	$ -	$ 16,165.00		BBC RESPONDED THAT IT NEEDED TO BE COMPLETED ON T&M. PASCO FAILED TO RESPOND, DID NOT TRACK T&M. *ADDED TO RCO 279, INCLUDED IN CLAIM
		REPLACE PAINTED HEADS L3, L4, L5	$ 14,758.00			BBC REJECTED THIS PROPOSAL AND CONFIDENT WORK WAS NOT PERFORMED. BBC WAS VERY CLEAR THAT WORK WAS TO BE ON T&M. SEE EMAIL WHERE DS ASKED THEM TO BRING HEADS FOR PROOF.
		CCD#3 - CUSTOM PLATES AND LIFT	$ -	$ 10,542.00		IN RCO 279 (CLAIM/LIEN CCD)
		CCD#3 - LABOR CUSTOM SPRINKLER HEADS	$ -	$ 5,865.00		IN RCO 279 (CLAIM/LIEN CCD)
		EXTENDED CONDITIONS (CLAIM)		$ 113,376.00		ADDED TO CLAIM, NO BACK UP OR EXPLANATION PROVIDED
		POUR FIRE PUMP PAD (FROM LITHKO)	$ (1,233.00)			
		SPRINKLER PATCHING 6/23/17-7/2/17	$ (1,588.00)			
		SPRINKLER PATCHINGEWO 7/11/17 - 7/17/17	$ (1,343.00)			
		SPRINKLER PATCHING EWO 8/30/17 - 9/20/17	$ (418.00)			
		FIRE CAULK FOR PASCO L3	$ (662.00)			
		DAMAGED DUCT ON L9 ATTIC SPACE (SPLIT WITH WATSON)	$ (6,770.50)			
		DELAYS DUE TO PATCHING	NOT INCLUDED			SIGNIFICANT DELAYS DUE TO PASCO, SEE NOTICE FILE
		DELAYS DUE TO MANPOWER	NOT INCLUDED			SIGNIFICANT DELAYS DUE TO PASCO, SEE NOTICE FILE
		REMOVE REJECTED PAINTED HEADS	$ (14,758.00)			
		Total	$ (107,261.19)	$ 145,948.00	$ -	

DEFENDANT LIBRARY ASSOCIATES, LLC'S

TRIAL EXHIBIT #64

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TAB 2

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PREMIER EXTERIORS LLC
STUCCO | EIFS | SIDING | STONE

3087 Argent Boulevard. Ridgeland, SC. 29936
843.645.6920 Voice 843.643.6961 Fax
www.premierexteriorsllc.com

11/16/16

Tim Spano-Balfour Beatty Construction
Nicholas Starcevic- Balfour Beatty Construction

After reviewing site conditions and speaking with advisors about the very conditions it has been pre-determined by BBC that our initial start date be pushed back and our scheduled start date be reformed. Because of such events, the following notice needs to be addressed before work commences. To be clear Premier Exteriors durations has not been affected at this time and there has been no monetary damages to the delayed start. However, if our durations are shortened, scaffolding is needed to stay erected longer, or our scope is increased, there will be a cost associated with it.

According to article 3, section (C) of our contract; we have been thoroughly consistent with notifying, in writing, site conditions and addressing those concerns with BBC. For example, the slab protruding out past the face of block in many areas, will have to plumbed and brought into the same plane. Also a significant amount of block mortar pushed out of the joints and not cleaned up. These deficiencies alone will make waterproofing unsuccessful until alterations are made.

According to article 4, section (B); *"Contractor may require Subcontractor to prosecute its Work in such sequence as the progress of other subcontractors and the current Project Schedule dictate, with payment for additional costs and/ or grants of additional time only as specified in* ***Articles 4.D*** *through 4.G."*

Furthermore article 4, section (D); *"Contractor will be liable for overtime or acceleration costs under this Article 4.D only to the extent caused by the gross negligence of Contractor in scheduling the Work with the work of other subcontractors. In that case, Contractors will pay Subcontractor for reasonable and demonstrable overtime wages (plus taxes, benefits, bond and*

insurance costs on those overtime wages) and increased material and equipment costs. To the extent that Contractor orders acceleration or overtime due to the acts or omissions of another subcontractor, Contractor will present Subcontractor's claims to the responsible party and Subcontractors costs are recoverable only to the extent that they are paid by other subcontractors."

The underlined statement above, applies to the fact that the subcontractor before us have not allowed us to start and/or has delayed work from proceeding on time. If our duration is shortened, scaffolding erected longer, and/or scope increased due to the "omissions" of the masons neglect to properly prepare the CMU walls there will be cost associated with such an occurrence.

Please respond to this notice for potential claim(s) for additional time or compensation arising from delays caused by Subcontractors before us. If you have any questions or concerns please contact Premier Exteriors, LLC.

Sincerely,

Ryan O'Shaughnessy

Digitally signed by Ryan O'Shaughnessy
DN: cn=Ryan O'Shaughnessy, o=Premier Exteriors, ou, email=ryan@premierexteriorsllc.com, c=US
Date: 2016.11.16 11:46:39 -05'00'

Premier Exteriors, LLC
Office: 843-645-6920
Fax: 843-645-696
Cell: 843-226-4696
3087 Argent Blvd.
Ridgeland, SC 29936
www.premierexteriorsllc.com

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STUCCO | EIFS | SIDING | STONE

3087 Argent Boulevard. Ridgeland, SC. 29936
843.645.6920 Voice 843.643.6961 Fax
www.premierexteriorsllc.com

3/1/2017

Tim Spano-Balfour Beatty Construction
Nicholas Starcevic- Balfour Beatty Construction

This notice is a follow up from the previous notice sent to BBC dating back to 11/16/16. At that time it was determined that Premier Exteriors durations were not affected. However due to added scope and the start date continuing to push even further, we feel that it is crucial we address our scope and schedule needed to complete the job.

The original start date was mid-July, based on the May 19th 2016 schedule update. As of 2/28/17 the current schedule has us starting scaffold on the east side March 6, 2017. BBC has been made aware of the additional scope to fix the CMU and slab conditions to make the substrate acceptable for the *STO ExtraSeal* system. Per the original scope we need six months to complete the job. With that being said, starting March 6th that will have us finishing our contracted scope in the beginning of September. We now have an added scope of work which will prolong that duration and extend past September. Premier Exteriors will not be responsible for liquidated damages due to us not starting the job on time and having additional scope added, which is outside of Premier Exteriors control.

We also want it to be noted that there have been several discussions between BBC and Premier Exteriors regarding what actions needed to be addressed on the CMU and slab for Premier Exteriors to start its contracted scope, such discussions are attached.

If you have any questions or concerns please contact Premier Exteriors, LLC.

Sincerely,

Ryan O'Shaughnessy

Digitally signed by Ryan O'Shaughnessy
DN: cn=Ryan O'Shaughnessy, o=Premier Exteriors, ou, email=ryan@premierexteriorsllc.com, c=US
Date: 2017.03.01 17:18:29 -05'00'

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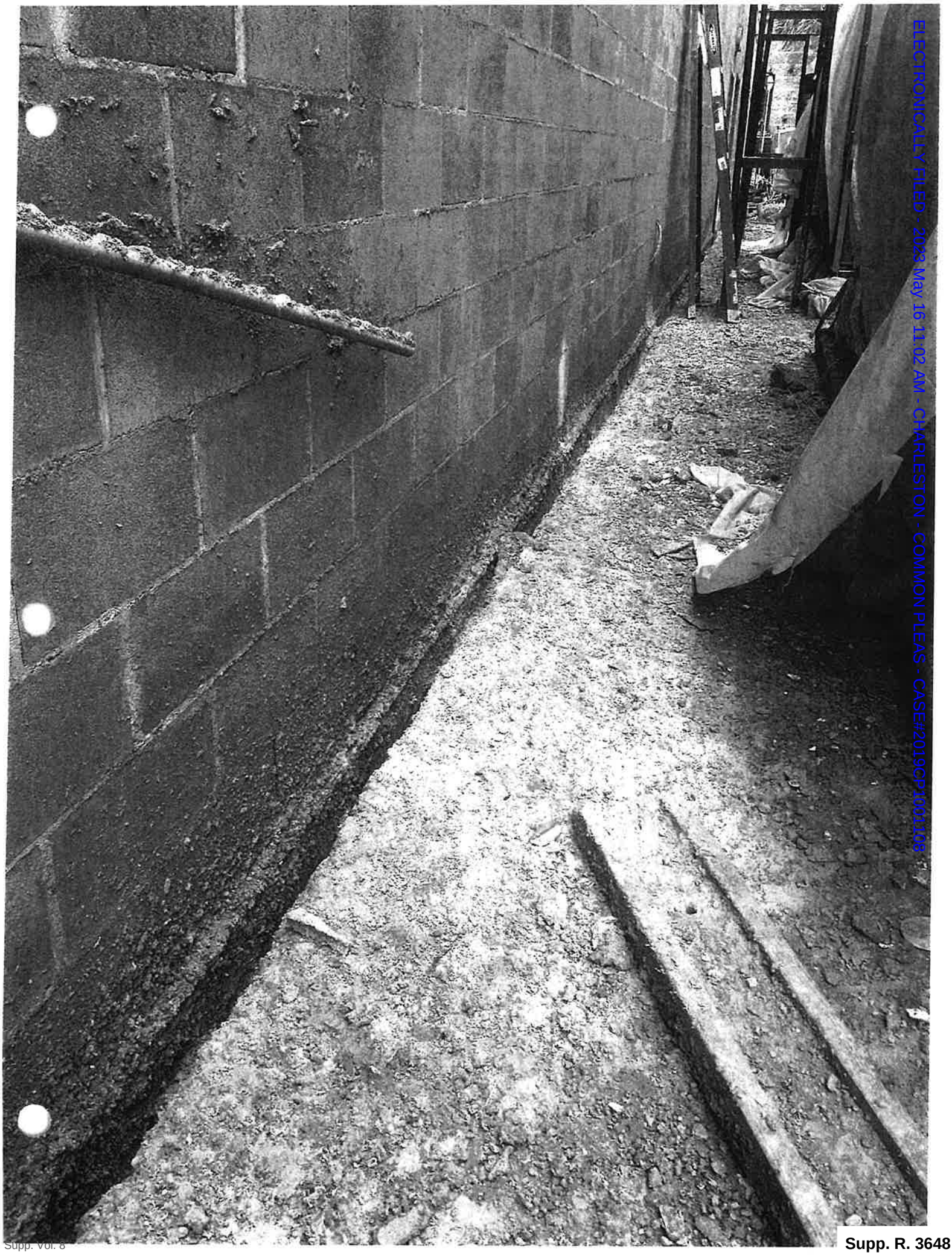

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ELECTRONICALLY FILED - 2023 May 16 11:02 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Catherine Herzer

---

m: Ryan O'Shaughnessy
Sent: Monday, October 31, 2016 2:24 PM
To: timspano@Balfourbeattyus.com; NStarcevic@Balfourbeattyus.com; DRicci@Balfourbeattyus.com; PWaterfield@Balfourbeattyus.com; RLedford@Balfourbeattyus.com
Cc: Justin Harvey (justinh@premierexteriorsllc.com); 'Jay Bremer (jayb@premierexteriorsllc.com)'
Subject: 10/27 Site Walk

Guys,

The link below shows some of the images we took on our walk on 10/27. Most of which you are already aware of but some new findings need to be addressed before our start date and can be further discussed Wednesday when we meet. One note that is almost apparent in all pictures, is the way in which the block is laid, making it near impossible for us to properly waterproof those areas. Again, we can discuss in detail when we meet up but we wanted to give you a chance to look at them prior to Wednesdays meeting.

https://files.acrobat.com/a/preview/761017cb-8df6-438f-8c2e-683058d26c4f

Thanks,

Ryan O'Shaughnessy
Project Manager
Premier Exteriors, LLC
Cell: 843-226-4696
Office: 843-645-6920
Fax: 843-645-6961
ryan@premierexteriorsllc.com
3087 Argent Blvd.
Ridgeland, SC 29936
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PREMIER EXTERIORS LLC
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"To empower people to perform and provide unmatched quality and reliable service"

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www.premierexteriorsllc.com
3087 Argent Blvd.

3/21/17

Mike Baumbach, Senior Vice President
Balfour Beatty Construction
1930 Camden Road
Charlotte, NC 28203

And

Tim Spano-Balfour Beatty Construction (VIA EMAIL ONLY)
Nicholas Starcevic- Balfour Beatty Construction (VIA EMAIL ONLY)

Re: Marion Square Hotel Charleston CMU Wall Deficiencies

In follow up to the multiple communications between Premier Exteriors, LLC ("Premier") and Balfour Beatty Construction ("BBC") regarding the above-referenced deficiencies, this notice summarizes Premier's positions on the matter and sets forth the requisite terms upon which Premier will agree to proceed with work on this project.

As you are aware, the CMU walls and related site conditions resulting from others' work have been a concern for Premier since Premier first pre-walked the job site with BBC on June 20, 2016. Premier voiced its many criticisms of those conditions to BBC during the pre-walk and reiterated them in subsequent meetings and discussions with BBC. The deficiencies identified by Premier include, but are not limited to, the following: (1) masonry subcontractor's failure to install CMU block even with slab edge; (2) masonry subcontractor's installation of excessive block mortar/failure to clean excess mortar from joints, (3) masonry subcontractor's

failure to install expansion joints in the proper locations so that they line up from floor to floor, (4) masonry subcontractor's use of non-shrink mortar to fill misplaced expansion joints and (5) masonry subcontractor's failure to completely cut the corrected expansion joints all the way through the block. Premier has documented its observations of the deficiencies in multiple emails and written communications to BBC which included representative photographs (see attached).

In an effort to assist BBC in addressing the uneven walls, Premier communicated with BBC and STO regarding potential solutions. After discussion, the original proposal was to use STO Overhead Mortar to help level the walls. However, STO recently advised Premier that STO will not warrant the product on this project due to the inconsistent depths throughout the walls and the fact that STO has not tested STO Overhead Mortar in conjunction with the STO ExtraSeal system. Based on STO's refusal to provide a warranty, Premier is likewise unwilling to warrant the installation of the STO Overhead Mortar. As such, to the extent BBC directs Premier to proceed with installation of STO Overhead Mortar, BBC acknowledges and agrees that Premier shall have no warranty obligations with respect to same. Premier's subcontract with BBC shall be deemed to be modified accordingly by virtue of BBC's direction to proceed with this modified scope of work.

Another of the above-referenced site conditions that will impact Premier's warranty involves the expansion joints installed by the masonry subcontractor. The expansion joints in the block do not line up from floor to floor. The masonry subcontractor has undertaken to fill improperly placed expansion joints with a non-shrink mortar. Further, the masonry subcontractor has attempted to cut expansion joints in the correct locations, but they are not all the way through the block. Due to these improper site conditions, Premier will not warranty any stucco cracks in these expansion joint locations. By directing Premier to proceed with this work, BBC acknowledges and agrees that Premier shall have no warranty obligations with respect to same. Premier's subcontract with BBC shall be deemed to be modified accordingly by virtue of BBC's direction to proceed with this modified scope of work.

Moreover, the added scope of work to address the various conditions identified above (including, but not limited to: (1) cleaning the walls of loose block mortar/spillage, (2) leveling areas of the walls that are not plumb and that are inconsistent at the slab edges and (3) lathing over STO overhead mortar) will prolong Premier's overall duration on the Project. Per the originally agreed upon scope of work, Premier required six months to complete the job with two elevations set with scaffold for three months. Upon completion of those elevation, the remaining two elevations would be set for three months. However, notwithstanding the additional work proposed to be taken on by Premier as a result of the CMU deficiencies, per the most recent schedule received, Premier's duration for completing the job has already been accelerated to four and half months. Premier reminds BBC of its first notice dating back to 11/16/16 (attached), "if our duration is shortened, scaffolding erected longer, more man power, more than 2 elevations of scaffolding set, and/or scope increased there will be a cost associated with it." Premier will not move forward with continued work until such acceleration costs have

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been agreed upon. It is requested that BBC contact Premier as soon as possible to address the acceleration cost issues raised herein. Furthermore Premier has agreed to let other trades work on its scaffolding as long as an officer of that company has signed a scaffolding waiver. If the other trades working on the scaffolding exceed their durations BBC has given them in the construction schedule, there will be a per day charge as long as the scaffold stays erected.

Finally, this shall confirm Premier's agreement to front the $3,000.00 deposit to BBC's third party consultant, Burleigh Withers, to expedite payment so as to prevent any delays. Premier agrees to make this payment with the understanding that Withers will be contracting directly with BBC and that Premier will have no contractual obligations to Withers.

Sincerely,

Premier Exteriors, LLC
Office: 843-645-6920
Fax: 843-645-6961

Ridgeland, SC 29936
www.premierexteriorsllc.com

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From: Justin Harvey
To: Ryan O'Shaughnessy; Jay Beaver
Subject: FW: Marion Square Hotel - CMU Build-up
Date: Monday, April 17, 2017 12:59:41 PM

Ryan,

Please save this.

Thanks,

Premier Exteriors, LLC
Office 843-645-6920
Fax 843-645-6961
Cell 843-247-2762
3087 Argent Blvd.
Ridgeland, SC 29936
www.premierexteriorsllc.com

PREMIER EXTERIORS LLC
STUCCO | EIFS | SIDING | STONE

"To empower people to perform and provide unmatched quality and reliable service"

From: Spano, Tim [mailto:timspano@Balfourbeattyus.com]
Sent: Monday, April 17, 2017 10:47 AM
To: Justin Harvey <justinh@premierexteriorsllc.com>
Subject: Marion Square Hotel - CMU Build-up

Justin, The Buildup process to correct imperfections or vertical surfaces that are out of alignment is a necessary process to help eliminate the visual affects of installing a direct applied STO stucco. BBC has requested a third party instructor to train Premier Exteriors of the build up application process to help insure proper bonding. The third party Instructor "Burleigh" is not the responsibility of Premier Exteriors and is being paid for by BBC through a Premier Exterior Change Order. I also acknowledge that STO does and will not warranty the direct applied stucco over any buildup areas that will be properly documented once the exterior is surveyed after any buildup is applied and therefore Premier Exteriors can't warranty any areas that STO does not warranty. STO does warranty the use of lath directly applied to CMU or concrete behind the STO direct applied and those areas will be properly documented also so that any non warranted areas are clear to all parties prior to the STO product being applied. I will formally respond to the STO letter sent about the non warranty of STO over Buildup areas after all buildup areas are surveyed but wanted to send this prior to the starting of any buildup application. Thanks

Tim Spano | Sr. Project Manager **Carolina's**

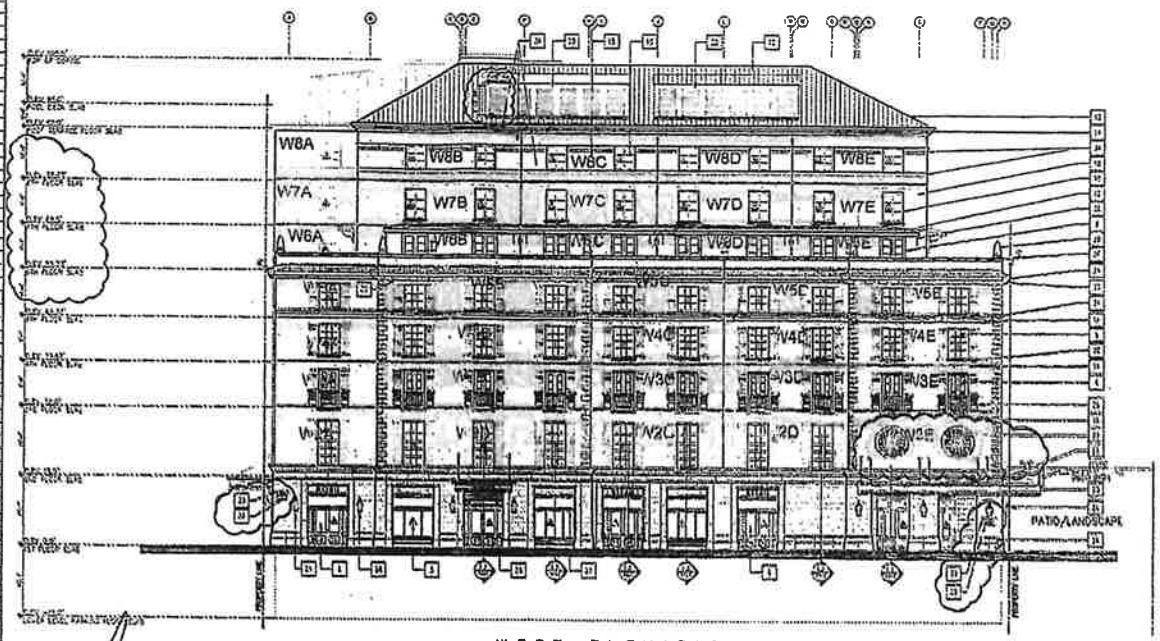
office: 843.974.4590 | mobile: 843.917.1656 |
email: [illegible]
Balfour Beatty Construction | www.balfourbeattyus.com
306 Meeting St., Suite 300, Charleston, SC 29401
Connect with us: Facebook | Twitter | YouTube | LinkedIn

ELECTRONICALLY FILED - 2023 May 16 11:02 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

KEYED ELEVATION NOTES

EXTERIOR FINISH MATERIALS LEGEND

RFI 0074 - Building Stucco Colors



WEST ELEVATION

By
General Area
HB Product used

EXTERIOR FINISH MATERIALS SCHEDULE

WINFORD LINDSAY ARCHITECT

LIBRARY ASSOCIATES, LLC

RICE HILL BUILDING
17 LOCKWOOD DRIVE
CHARLESTON, SC 29401

THE HOTEL AT MARION SQUARE

404 KING STREET
CHARLESTON, SC 29403

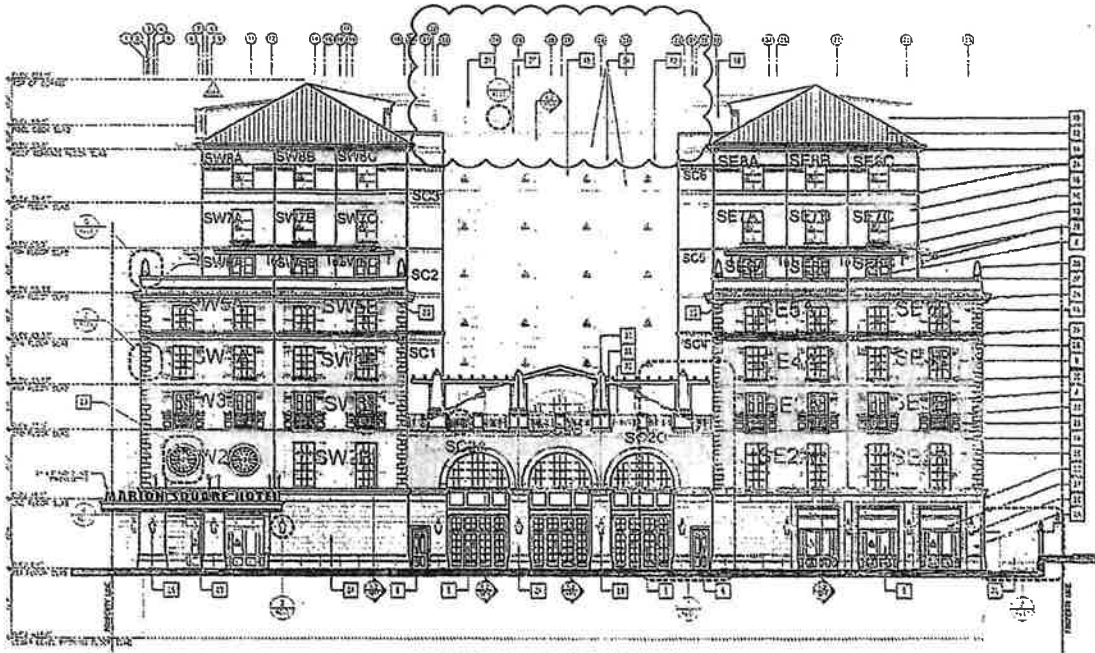
CONTRACT DOCS

EXTERIOR ELEVATIONS

ARU3

KEYED ELEVATION NOTES

EXTERIOR FINISH MATERIALS LEGEND



SOUTH ELEVATION

EXTERIOR FINISH MATERIALS SCHEDULE

General areas per product list

WINFORD LINDSAY ARCHITECT

LIBRARY ASSOCIATES, LLC

THE HOTEL AT MARION SQUARE

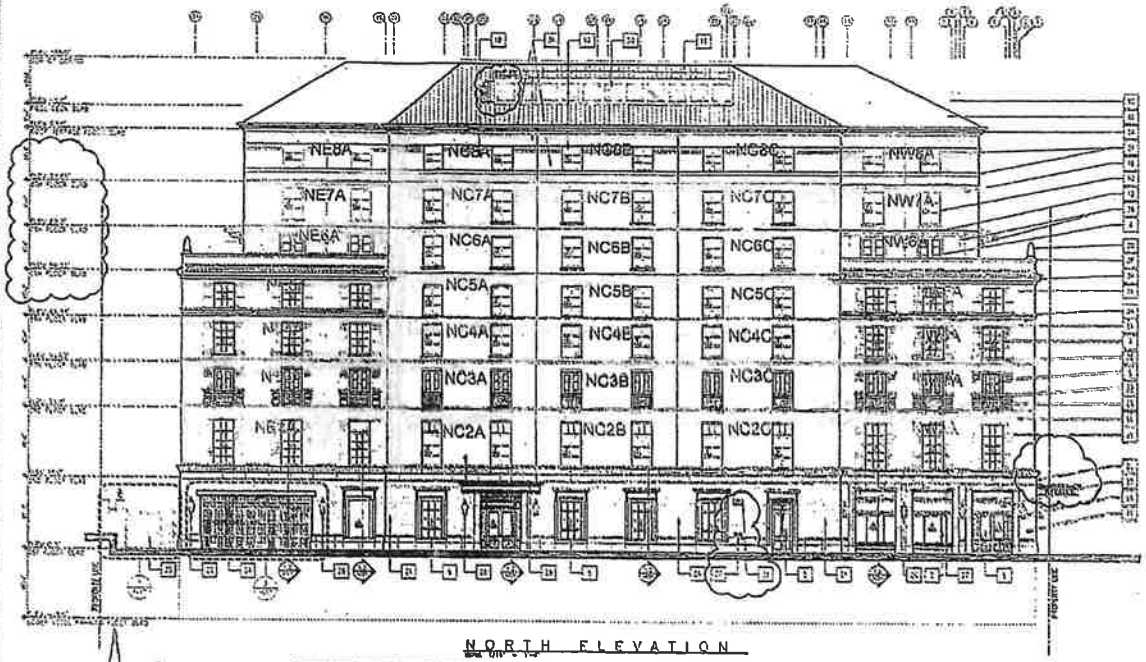
EXTERIOR ELEVATIONS

A201

KEYED ELEVATION NOTES

EXTERIOR FINISH MATERIALS LEGEND

RFI 0074 - Building Stucco Colors



NORTH ELEVATION

General Press
HB Product used

EXTERIOR FINISH MATERIAL SCHEDULE

WINFORD LINDSAY ARCHITECT

LIBRARY ASSOCIATES, LLC.

THE HOTEL AT MARION SQUARE

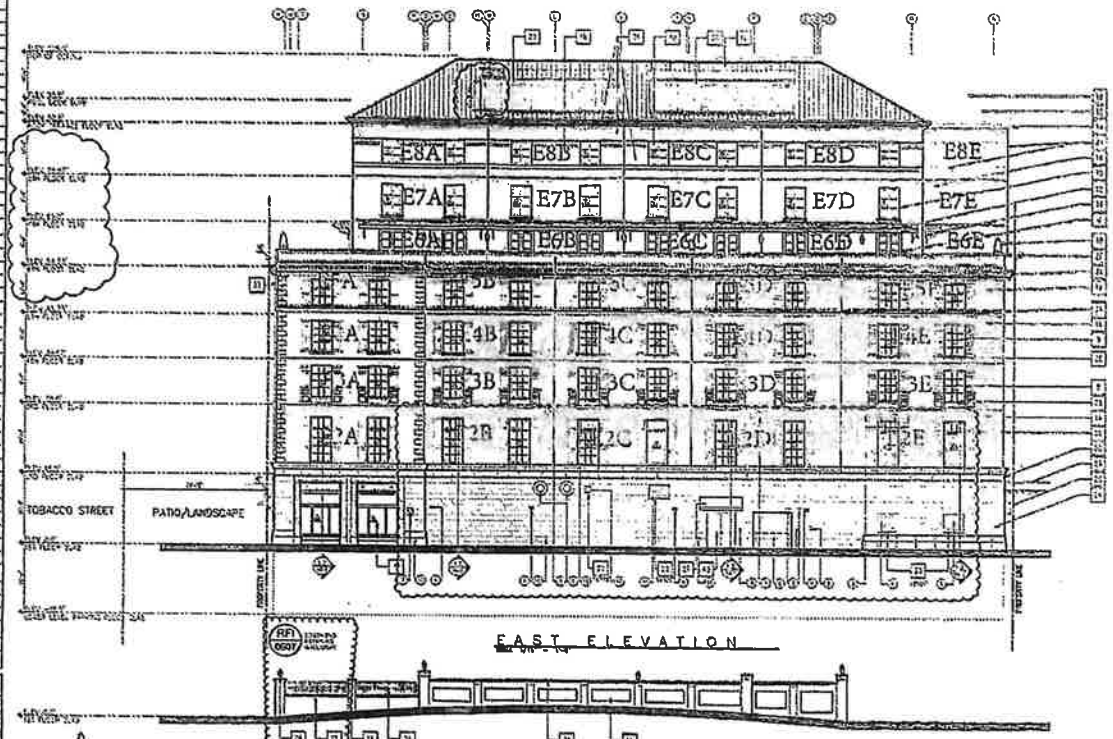
CONTRACT DOCS

EXTERIOR ELEVATIONS

KEYED ELEVATION NOTES

EXTERIOR FINISH MATERIALS LEGEND

RFI 0074 - Building Stucco Colors



General Areas
HB product used

WINFORD LINDSAY ARCHITECT

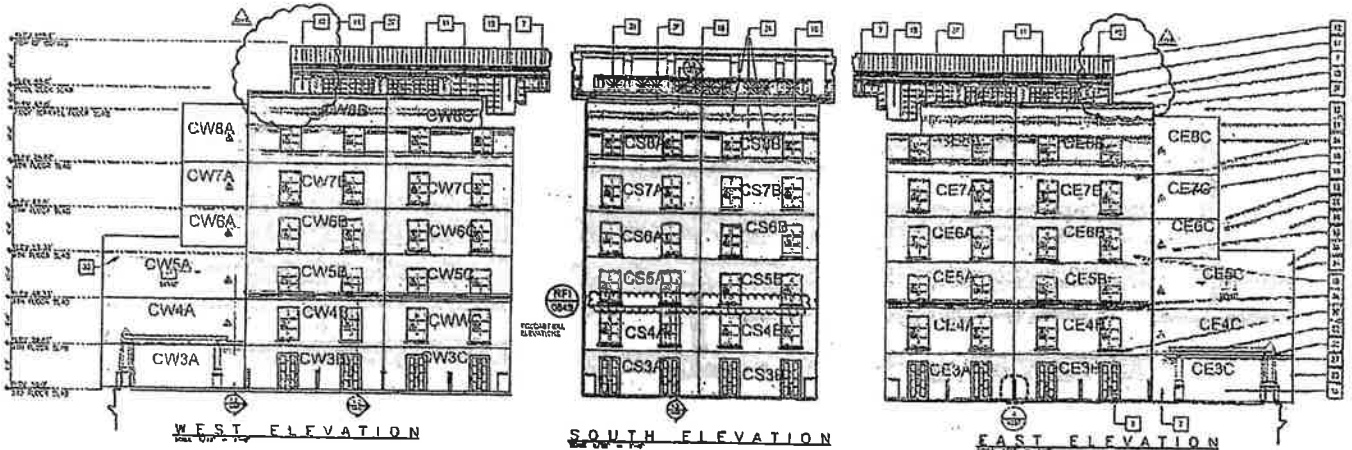
LIBRARY ASSOCIATES, LLC.

THE HOTEL AT MARION SQUARE

CONTRACT DOCS

EXTERIOR ELEVATIONS

A204



WEST ELEVATION

SOUTH ELEVATION

EAST ELEVATION

COURTYARD ELEVATIONS

Reg General Areas
No Product used

WINFORD LINDSAY ARCHITECT

LIBRARY ASSOCIATES, LLC.

RICE MILL BUILDING
17 LOCKWOOD DRIVE
CHARLESTON, SC 29401

THE HOTEL AT MARION SQUARE

EXTERIOR ELEVATIONS

A705

RFI 0074 - Building Stucco Colors

EXTERIOR FINISH MATERIALS LEGEND

EXTERIOR FINISH MATERIALS SCHEDULE

MATERIAL DESCRIPTION	MANUFACTURER / PRODUCT	PATTERN / SIZE / TYPE	FINISH / COLOR / DIMENSIONS
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]

DEFENDANT LIBRARY ASSOCIATES, LLC'S

TRIAL EXHIBIT #65

ELECTRONICALLY FILED - 2023 May 16 11:02 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

ELECTRONICALLY FILED - 2023 May 16 11:02 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

TAB 3

ELECTRONICALLY FILED - 2023 May 16 11:02 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CHANGE ORDER

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

Revised # 06

To CONTRACT dated May 21, 2015

DATE of this Change Order February 1, 2017

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

PREVIOUS CONTRACT AMOUNT $1,024,150.57

ADD/DEDUCT for this C.O. $147,198.74

JOB: Hotel at Marion Square

AT: Charleston, SC 29403

NEW CONTRACT AMOUNT $1,171,349.31

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

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

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

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

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

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

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

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

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

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

Bent Flashing per detail at L3 Terraces and Guestroom balconies.

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

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

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

S.F.R.N.

BUL: _____

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

ACCEPTED:
Premier Exteriors, LLC

By _____

Print Name Ryan O'Shaughnessy

Title Project Manager

Date 3/3/17

ACCEPTED:
BALFOUR BEATTY CONSTRUCTION, LLC

By _____
Nick Starcevic

Title Project Manager

Date 3/6/17

ELECTRONICALLY FILED - 2023 May 16 11:02 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CHANGE ORDER
APPROVAL
COVERSHEET

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

SUBCONTRACTOR: Premier Exteriors, LLC

CI NUMBER: AMOUNT: $147,198.74

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

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

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

REVIEWED BY: SIGNED & DATED:

[x] BUYER: Nick Starcevic 3/3/17

[ ] BUYER'S MANAGER:

APPROVED:

PROJECT MANAGER/EXECUTIVE:

ATTACHMENTS:

BACKUP DOCUMENTS:

ELECTRONICALLY FILED - 2023 May 16 11:02 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CHANGE ORDER

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

07

To CONTRACT dated May 21, 2015

DATE of this Change Order March 31, 2017

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

PREVIOUS CONTRACT AMOUNT $1,171,349.31

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

JOB: Hotel at Marion Square

AT: Charleston, SC 29403

NEW CONTRACT AMOUNT $1,175,299.23

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

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

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

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

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

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

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

Masonry Repairs at windows on T&M

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

Rewaterproofing 23 windows on L3 due to masonry rework.

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

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

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

S.F.R.N. BUL: _____

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

ELECTRONICALLY FILED - 2023 May 16 11:02 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

ACCEPTED:
Premier Exteriors, LLC

By Ryan O'Shaughnessy

Print Name Ryan O'Shaughnessy

Title Project Manager

Date 4/3/17

ACCEPTED:
BALFOUR BEATTY CONSTRUCTION, LLC

By

Nick Starcevic

Title Project Manager

Date 4/17/17

ELECTRONICALLY FILED - 2023 May 16 11:02 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

ELECTRONICALLY FILED - 2023 May 16 11:02 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CHANGE ORDER

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

08

To CONTRACT dated May 21, 2015

DATE of this Change Order June 26, 2017

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

JOB: Hotel at Marion Square

AT: Charleston, SC 29403

PREVIOUS CONTRACT AMOUNT	$1,175,299.23
ADD/DEDUCT for this C.O.	$6,240.00
NEW CONTRACT AMOUNT	$1,181,539.23

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

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

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

Three rooms, four days for four weeks.

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

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

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

S.F.R.N. BUL: _____

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

ACCEPTED:
Premier Exteriors, LLC

By Ryan O'Shaughnessy Digitally signed by Ryan O'Shaughnessy DN: cn=Ryan O'Shaughnessy, o=Premier Exteriors, ou, email=ryan@premierexteriorsllc.com, c=US Date: 2017.06.27 13:16:05 -04'00'

Print Name Ryan O'Shaughnessy

Title Project Manager

Date 6/27/17

ACCEPTED:
BALFOUR BEATTY CONSTRUCTION, LLC

By _____
Nick Starcevic

Title Project Manager

Date _____

CHANGE ORDER
APPROVAL
COVERSHEET

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

SUBCONTRACTOR: Premier Exteriors, LLC

CI NUMBER: AMOUNT: $6,240.00

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

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

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

REVIEWED BY: SIGNED & DATED:

[ ] BUYER: Shanti Pieniak

[x] BUYER'S MANAGER: Nick Starcevic 6/26/17

APPROVED:

PROJECT MANAGER/EXECUTIVE:

ATTACHMENTS:

BACKUP DOCUMENTS:

ELECTRONICALLY FILED - 2023 May 16 11:02 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CHANGE ORDER

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

10

To CONTRACT dated May 21, 2015

DATE of this Change Order June 23, 2017

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

PREVIOUS CONTRACT AMOUNT $1,184,235.98

ADD/DEDUCT for this C.O. $100,000.00

JOB: Hotel at Marion Square

AT: Charleston, SC 29403

NEW CONTRACT AMOUNT $1,284,235.98

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

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

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

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

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

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

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

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

S.F.R.N. BUL: _____

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

ACCEPTED:
Premier Exteriors, LLC

By Ryan O'Shaughnessy

Print Name Ryan O'Shaughnessy

Title Project Manager

Date 6/27/17

ACCEPTED:
BALFOUR BEATTY CONSTRUCTION, LLC

By _____
Nick Starcevic

Title Project Manager

Date 6/30/17

ELECTRONICALLY FILED - 2023 May 16 11:02 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CHANGE ORDER
APPROVAL
COVERSHEET

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

SUBCONTRACTOR: Premier Exteriors, LLC

CI NUMBER: AMOUNT: $100,000.00

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

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

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

REVIEWED BY: SIGNED & DATED:

[ ] BUYER:

[x] BUYER'S MANAGER: Nick Starcevic 6/26/17

APPROVED:

PROJECT MANAGER/EXECUTIVE:

ATTACHMENTS:

BACKUP DOCUMENTS:

ELECTRONICALLY FILED - 2023 May 16 11:02 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CHANGE ORDER

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

16

o CONTRACT dated May 21, 2015

DATE of this Change Order January 9, 2019

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

PREVIOUS CONTRACT AMOUNT $1,314,059.34

ADD/DEDUCT for this C.O. $12,295.00

JOB: Hotel at Marion Square

AT: Charleston, SC 29403

NEW CONTRACT AMOUNT $1,326,354.34

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

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

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

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

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

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

S.F.R.N. BUL: _____

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

ACCEPTED:
Premier Exteriors, LLC

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

Print Name _____

Title Project Manager

Date 1/10/19

ACCEPTED:
BALFOUR BEATTY CONSTRUCTION, LLC

By _____
Tim Spano

Title Sr. Project Manager

Date 1/11/19

ELECTRONICALLY FILED - 2023 May 16 11:02 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CHANGE ORDER
APPROVAL
COVERSHEET

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

SUBCONTRACTOR: Premier Exteriors, LLC

CI NUMBER: AMOUNT: $12,295.00

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

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

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

REVIEWED BY: SIGNED & DATED:

[ ] BUYER: Shanti Pieniak

[ ] BUYER'S MANAGER:

APPROVED:

PROJECT MANAGER/EXECUTIVE: For Spear

ATTACHMENTS:

BACKUP DOCUMENTS:

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DEFENDANT LIBRARY ASSOCIATES, LLC'S

TRIAL EXHIBIT #66

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TAB 5

Barn. Balfour Beatty

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

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

PROJECT: **HOTEL AT MARION SQUARE**

APPLICATION NO: **16**

Distribution to:
X OWNER
X ARCHITECT
X INSPECTOR

PERIOD TO: **6/30/18**

FROM CONTRACTOR:
Premier Exteriors LLC
3087 Argent Blvd
Ridgeland, SC 29936

VIA ARCHITECT:

PROJECT NO: **#13026000**

CONTRACT FOR: CONSTRUCTION

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	$	861,508.09
2. Net change by Change Orders	$	483,946.60
3. CONTRACT SUM TO DATE (Line 1 ± 2)	$	1,345,454.69
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	$	1,345,454.69
5. RETAINAGE:	$	134,545.47
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$	1,210,909.22
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	1,198,337.24
8. CURRENT PAYMENT DUE	$	**12,571.98**
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	134,545.47

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

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

SUBCONTRACTOR

Digitally signed by Justin Harvey
DN: cn=Justin Harvey, o=Premier Exteriors LLC, ou, email=justinh@premierexteriorsllc.com, c=US
Date: 2018.06.19 13:15:32 -04'00'

By: _____ Date: 6/19/2018

CONTRACTOR

By: _____ Date: _____

CONSTRUCTION MANAGER:

By: _____ Date: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT REQUESTED . . . . . $ **12,571.98**

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

ARCHITECT:

By: _____ Date: _____

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

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CONTINUATION SHEET

AIA DOCUMENT G703

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

APPLICATION NO. 16
APPLICATION DATE 6/19/18
PERIOD TO 6/30/18

Balfour Beatty Project 0

BID PACKAGE #	CONTRACTOR	SCHEDULED VALUE	TOTAL CHANGE ORDERS	REVISED CONTRACT	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E+F)	WORK COMPLETED THIS PERIOD (H - E)	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE 10%
1				-			-	-		-	-
2	***CO#1***	CO#1	147,246.36	147,246.36	147,246.36		-	147,246.36	100.00%	-	14,724.64
3	***Mock Wall***	CO#4	2,822.16	2,822.16	2,822.16	-	-	2,822.16	100.00%	-	282.22
	Flashing CO's	CO#5	12,574.05	12,574.05	12,574.05		-	12,574.05	100.00%	-	1,257.41
	Window Returns	CO#6	40,284.00	40,284.00	40,284.00		-	40,284.00	100.00%	-	4,028.40
	Window Opening Patching	CO#6	4,680.00	4,680.00	4,680.00		-	4,680.00	100.00%	-	468.00
	Flashing at L3 Terraces	CO#6	2,234.00	2,234.00	2,234.00			2,234.00	100.00%	-	223.40
	ReWaterproofing Windows	CO#7	3,949.92	3,949.92	3,949.92			3,949.92	100.00%	-	394.99
	Stucco Wall Prep (Allowance)	CO#6	100,000.00	100,000.00	100,000.00			100,000.00	100.00%	-	10,000.00
	Flashing Add -Top 6th Floor Cornice	CO#11	4,718.00	4,718.00	4,718.00			4,718.00	100.00%	-	471.80
	Extra Manpower - High Build	CO#8	6,240.00	6,240.00	6,240.00			6,240.00	100.00%	-	624.00
	RFI 0516 3rd Floor Slab Edge	CO#9	2,696.75	2,696.75	2,696.75			2,696.75	100.00%	-	269.68
	Stucco Wall Prep (Allowance)	CO#10	100,000.00	100,000.00	100,000.00			100,000.00	100.00%	-	10,000.00
	L3 Terrace & Pool Flashing	CO#13	1,504.56	1,504.56	1,504.56			1,504.56	100.00%	-	150.46
	6th Floor Parapet Stucco Band	CO#12	6,537.25	6,537.25	6,537.25			6,537.25	100.00%	-	653.73
	Revise Lift Costs	CO#12	(1,247.76)	(1,247.76)	(1,247.76)			(1,247.76)	100.00%	-	(124.78)
	Flashing - 6th Floor Terrace	CO#13	7,082.46	7,082.46	7,082.46			7,082.46	100.00%	-	708.25
	Flashing - 3rd Floor Terrace	CO#13	4,417.32	4,417.32	4,417.32			4,417.32	100.00%	-	441.73
	Flashing - 9th Floor Terrace	CO#13	4,737.66	4,737.66	4,737.66			4,737.66	100.00%	-	473.77
	Stucco Wall Prep (10/18-11/10)	Not Issued	4,080.00	4,080.00	4,080.00	-		4,080.00	100.00%	-	408.00
	Stucco Wall Prep	Not Issued	12,030.00	12,030.00	12,030.00	-		12,030.00	100.00%	-	1,203.00
	Reskim Mock Up	Not Issued	3,391.00	3,391.00	3,391.00			3,391.00	100.00%	-	339.10
	RFI 1125 Stair Credit	Approved (not executed)	(479.00)	(479.00)		**(479.00)**		(479.00)	100.00%	-	(47.90)
	Hurricane Prep							-	#DIV/0!	-	-
	Ballroom							-	#DIV/0!	-	-
	T&M High Build Main Entry	Not issued	2,265.00			**2,265.00**		2,265.00	#DIV/0!	(2,265.00)	226.50
	ABS Split	Not issued	2,552.87			**2,552.87**		2,552.87	#DIV/0!	(2,552.87)	255.29
	T&M Repair Work (5/23-6/6)	Not issued	9,630.00			**9,630.00**		9,630.00	#DIV/0!	(9,630.00)	963.00
4				-			-	-		-	-
5	***Elevation North Materials***	$85,551.67		85,551.67	85,551.67		-	85,551.67	100.00%	-	8,555.17
6	***Elevation North Labor***	$105,320.43		105,320.43	105,320.43		-	105,320.43	100.00%	-	10,532.04
7	***Elevation EAST Materials***	$71,293.06		71,293.06	71,293.06		-	71,293.06	100.00%	-	7,129.31
14	***Elevation EAST Labor***	$87,767.03		87,767.03	87,767.03		-	87,767.03	100.00%	-	8,776.70
15	***Elevation SOUTH Materials***	$80,798.80		80,798.80	80,798.80		-	80,798.80	100.00%	-	8,079.88
16	***Elevation SOUTH Labor***	$99,469.30		99,469.30	99,469.30		-	99,469.30	100.00%	-	9,946.93

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APPLICATION NO 16
APPLICATION DATE 6/19/18
PERIOD TO 6/30/18

Balfour Beatty Project 0

BID PACKAGE #	CONTRACTOR	SCHEDULED VALUE	TOTAL CHANGE ORDERS	REVISED CONTRACT	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E+F)	WORK COMPLETED THIS PERIOD (H - E)	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE 10%
17	***Elevation WEST Materials***	$68,916.62		68,916.62	68,916.62		-	68,916.62	100.00%	-	6,891.66
18	***Elevation WEST Labor***	$84,841.46		84,841.46	84,841.46		-	84,841.46	100.00%	-	8,484.15
19	***Courtyard Materials***	$49,905.14		49,905.14	49,905.14		-	49,905.14	100.00%	-	4,990.51
20	***Courtyard Labor***	$61,436.92		61,436.92	61,436.92		-	61,436.92	100.00%	-	6,143.69
21	***Scaffolding***	$66,207.66		66,207.66	66,207.66		-	66,207.66	100.00%	-	6,620.77
22				-			-	-		-	-
23				-			-	-		-	-
24				-			-	-		-	-
25				-			-	-		-	-
26				-			-	-		-	-
				-			-	-		-	-
	GRAND TOTALS	**861,508.09**	**483,946.60**	**1,345,454.69**	**1,331,485.82**	**13,968.87**	**0.00**	**1,345,454.69**	**100.00%**	**0.00**	**134,545.47**

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Balfour Beatty
Construction

TIER RELEASE SCHEDULE

Job Name	Hotel at Marion Square
Job #	13026000

Date Prepared:	6/19/2018

PRIME SUB'S NAME	Premier Exteriors LLC
Attachment for Pay Req #:	16
for Month Ending:	6/30/2018

A	B	C	D	E	F		G	H	I	J		K
Subcontractors/Suppliers List all subs or suppliers who will perform work for this contract. List Address & Phone Number	Indicate if tier is based in county of Project	Notice to Owner Filed?(NTO) (Yes/No)	Date NTO Filed:	Bonded Sub? (Yes/No)	Has tier billed for work to date? select: (Yes/No)		Cumulative dollar amount tier billed for work/materials to date:	Tier's most recent invoice is dated through:	Tier's most recent release is dated through: *(as noed on releases)*	Tier's most recent release is PARTIAL or FINAL? Select One		Comments:
Capitol Meterials					YES		$296,514.39	6/19/2018	1/31/2018	PARTIAL		
4M Metals					YES		$9,993.83	6/19/2018	1/31/2018	PARTIAL		
Neff Rental (United)					YES		$12,592.80	6/19/2018	1/31/2018	PARTIAL		
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	

DEFENDANT LIBRARY ASSOCIATES, LLC'S

TRIAL EXHIBIT #67

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PREMIER EXTERIORS LLC
STUCCO | EIFS | SIDING | STONE

Jay Bremer (01)

Inspection Status: Incomplete

First Inspector: [Premier Exteriors, LLC] Hall, Michael (Inspection-Superintendent Inspection (91.45.01))

Last Inspector: Hall, Michael

Inspected: 08/22/2017

Last Entry: 08/23/2017

Location/Ref#: Marion - north wall

Premier Exteriors, LLC Report #: 1049827

Inspection-Pre-Walk (JHI08)

Project Information	
Builder/Client	Balfour Realty (1005)
Job	Marion Hotel (1005-1)

FTQ	QC	OPN	NA	Checkpoint	Notes
Premier Exteriors Pre-Walk					
FTQ = First Time Quality, always good, no corrections were required.					
QC = Quality Controlled, good now but correction were required					
OPN = OPEN, bad now, corrections are required					
NA = Not Applicable, not relevant to the inspected work					
				Commercial jobs - Has the stucco color selection been approved?	
				Commercial jobs - Have we identified our metal flashing colors?	
☐	☐	☐	☐	Checked FCS for options and/or non standards?	
☐	☐	☐	☐	Reviewed plans for exterior details (columns transitions, bema size etc?	
☐	☐	☐	☐	Check framing - plumb and straight within tolerances?	
☐	☐	☐	☐	Drip edge has been checked for damage?	
☐	☐	☐	☐	PLywood straight and gapped 1/8" at horizontal and vertical joints (vertical stagger 16")	
☐	☐	☐	☐	All windows and doors installed?	
☐	☐	☐	☐	All windows and doors are free of visible damage or breaks	
☐	☐	☐	☐	Roof flashing complete/kick outs installed?	
☐	☐	☐	☐	Patio lids planned and uniform with proper backing?	
☐	☐	☐	☐	Is house wrap installed correctly and all areas covered?	
☐	☐	☐	☐	Check that all mechanical penetrations are to be made through exterior walls	
☐	☐	☐	☐	Are all columns installed?	
☐	☐	☐	☐	Other notes or observations...	
☐	☐	☐	☐	Final material selection and colors are verified	
☐	☐	☐	☐	Is lot cleaned from prior trades?	

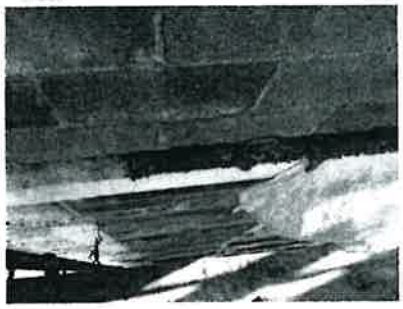
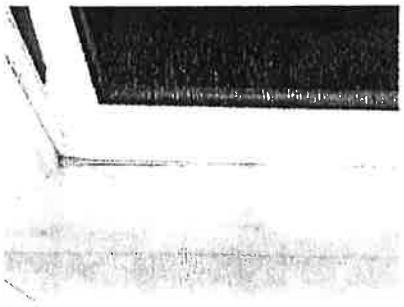


EXHIBIT DFT 67 ALL-STATE LEGAL®

EXHIBIT 3
WIT: PF 30(b)(6)
DATE: 8.4.21
TAURA J. VULCANO, RPR

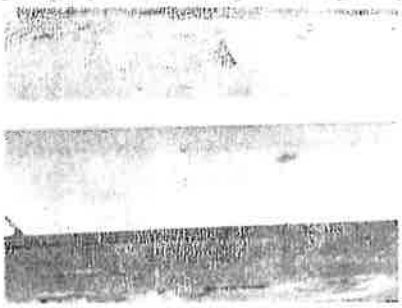
Notes: L8 high build needed



Notes: L8 cast stone damaged

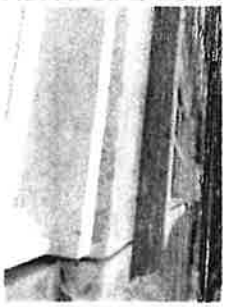
Notes: L8 cast stone damaged

Notes: L8 tape residue

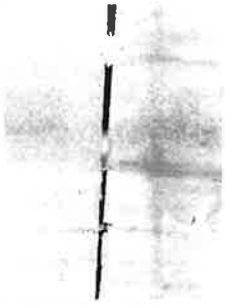


Notes: L8 tape residue

Notes: L8 cast stone damaged



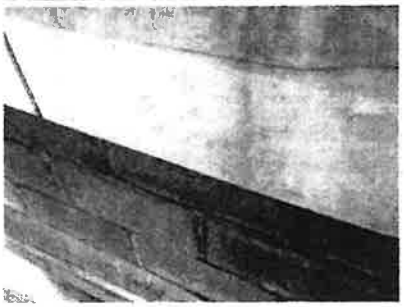
Notes: L8 cast stone damaged



Notes: L8 high build needed

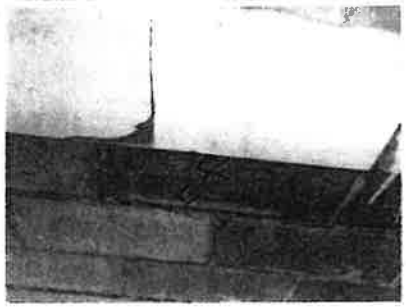
Notes: L8 cast stone damaged

Notes: L8 need joints filled with Caulk

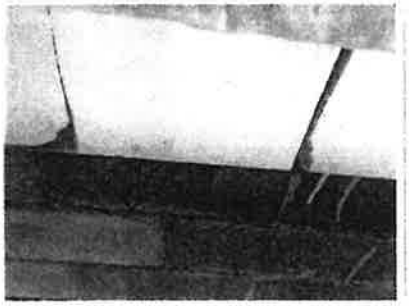


Notes: L8 walls need cleaned

Notes: L8 cast stone damaged



Notes: L8 cast stone damaged



Notes: L8 cast stone damaged

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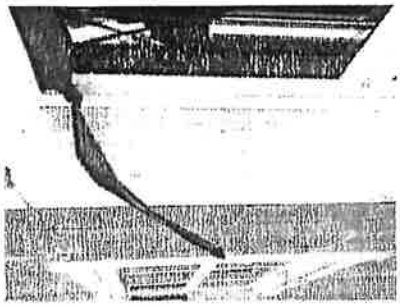
Notes: L8 cast stone damaged

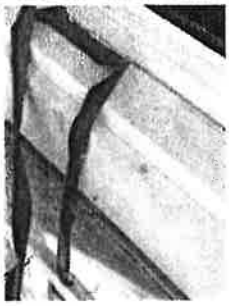


Notes: L8 cast stone damaged

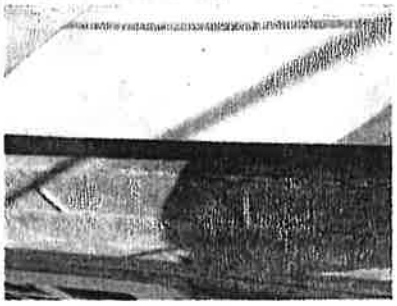
Notes: L8 high build needed

Notes: L8 tape residue

Notes: L8 cast stone damaged



Notes: L8 cast stone damaged



Notes: L8 cast stone damaged

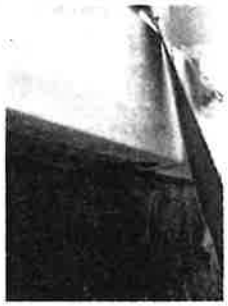
Notes: L8 tape residue

Notes: L8 cast stone damaged

Notes: L8 need walls cleaned

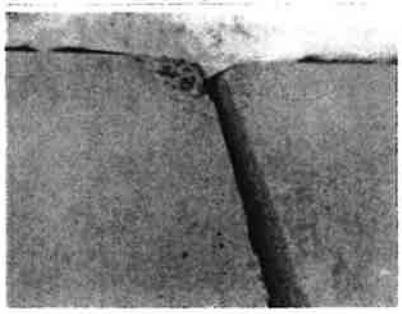
Notes: L8 need walls cleaned

Notes: L8 need walls cleaned

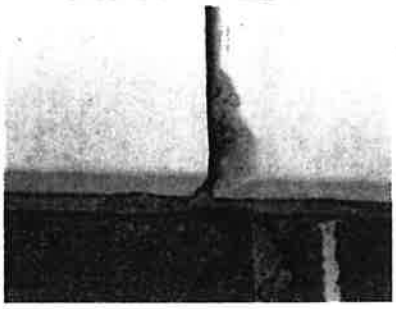


Notes: L8 cast stone damaged

Notes: L8 cast stone damaged



Notes: L8 cast stone damaged



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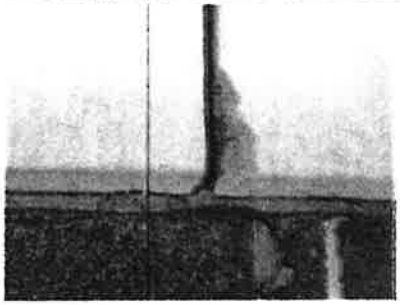
Notes: L8 need walls cleaned

Notes: L8 cast stone damaged

Notes: L8 cast stone damaged

Notes: L8 cast stone damaged



Notes: L8 cast stone damaged

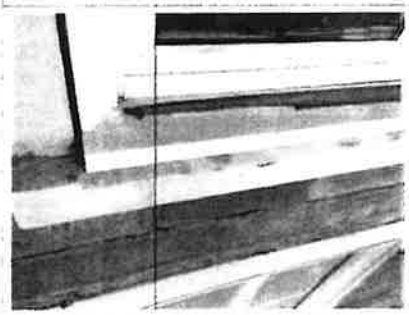
Notes: PT holes need filled

Notes: L8 cast stone damaged

Notes: L8 cast stone damaged

Notes: PT holes need filled

Notes: L8 need walls cleaned



Notes: L7 need walls cleaned

Notes: L7 cast stone damage and tape residue on windows

Notes: L7 cast stone damage and tape residue on windows

Notes: L7 cast stone damage and tape residue on windows

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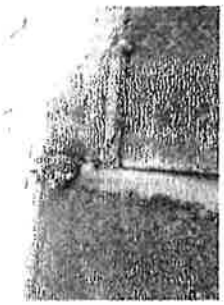


Notes: L7 need walls cleaned

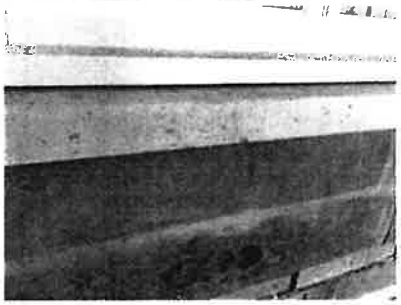
Notes: L7 cast stone damage and tape residue on windows

Notes: L7 cast stone damage

Notes: L7 cast stone damage and tape residue on windows

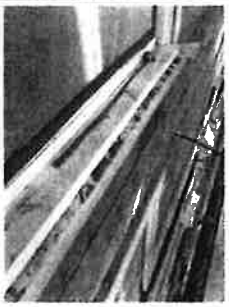
Notes: L7 cast stone damage and tape residue on windows

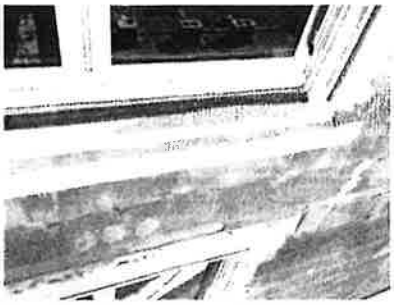
Notes: L7 cast stone damage and tape residue on windows



Notes: L7 cast stone damage

Notes: L7 cast stone damage





Notes: L7 cast stone damage and tape residue on windows

Notes: L7 cast stone damage and tape residue on windows

Notes: L7 cast stone damage

Notes: L7 cast stone damage and tape residue on windows

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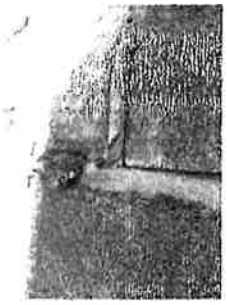
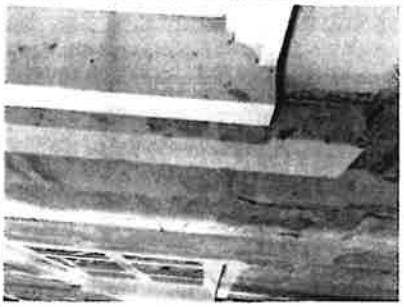
Notes: L6 need walls cleaned



Notes: L6 need walls cleaned

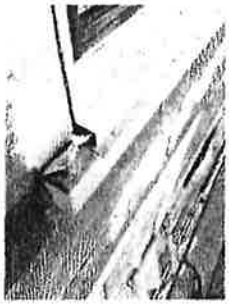
Notes: L6 tape residue on windows

Notes: L6 cast stone damage and tape residue on windows

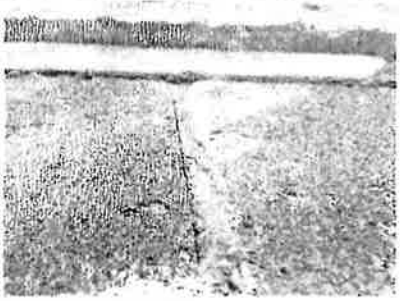


Notes: L6 cast stone damage

Notes: L6 cast stone damage and tape residue on windows



Notes: L6 cast stone damage and tape residue on windows



Notes: L6 need high build

Notes: L6 cast stone damage and tape residue on windows

Notes: L6 need walls cleaned

Notes: L6 cast stone damage and tape residue on windows

Notes: L6 cast stone damage and tape residue on windows

Notes: L6 need walls cleaned

Notes: L6 need walls cleaned

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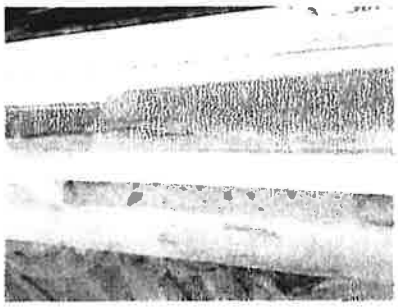
Notes: L6 cast stone damage and tape residue on windows

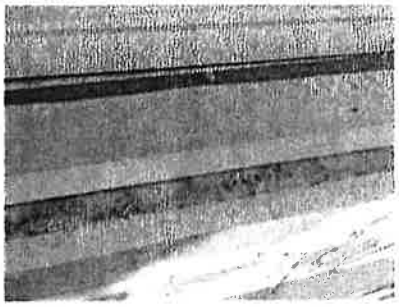


Notes: L6 cast stone damage and tape residue on windows

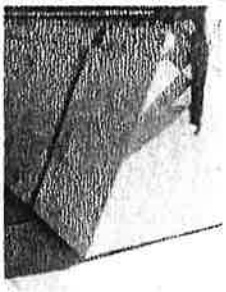
Notes: L6 need walls cleaned

Notes: L6 cast stone damage

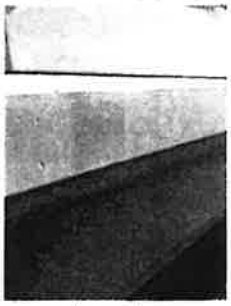
Notes: L6 cast stone damage and tape residue on windows



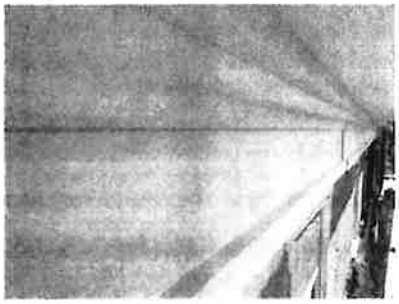
Notes: L6 cast stone damage and tape residue on windows



Notes: L5 cast stone damaged



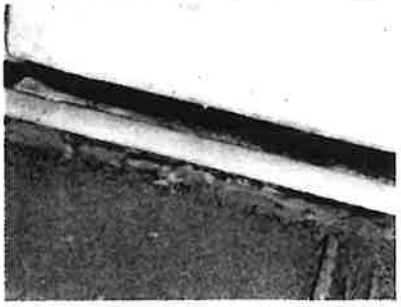
Notes: L5 cast stone damaged



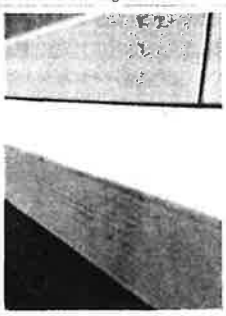
Notes: L5 cast stone damaged

Notes: L5 cast stone damaged

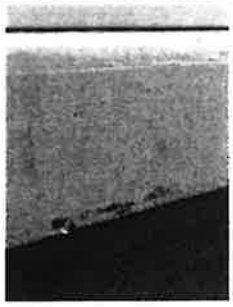
Notes: L5 cast stone damaged



Notes: L6 mason mud on flashing



Notes: L5 cast stone damaged



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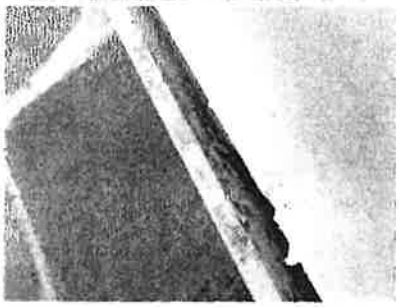
Notes: L5 cast stone damaged

Notes: L5 cast stone damaged

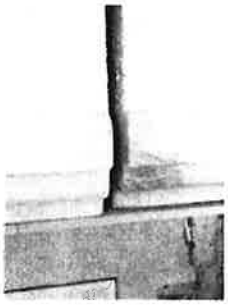


Notes: L5 cast stone damaged and mason mud on flashing

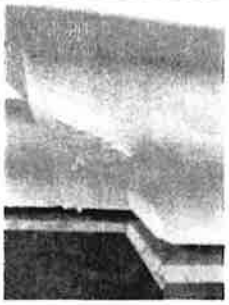
Notes: L5 need walls cleaned

Notes: L5 need high build

Notes: L5 cast stone damaged

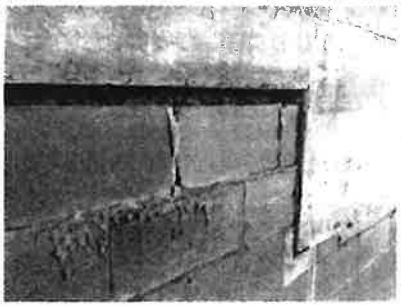


Notes: L5 cast stone damaged



Notes: L5 cast stone damage

Notes: L5 need walls cleaned



Notes: L5 need high build

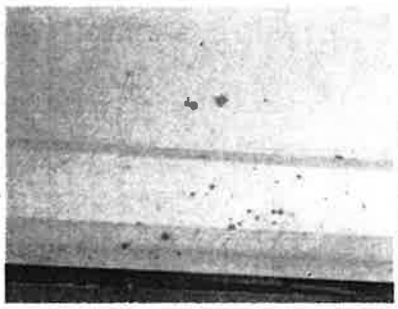
Notes: L5 cast stone damaged

Notes: L5 cast stone damaged

Notes: L5 need walls cleaned

Notes: L5 need high build

Notes: L5 need high build



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Notes: L5 cast stone damaged

Notes: L5 cast stone damaged

Notes: L5 cast stone damaged

Notes: L5 cast stone damaged

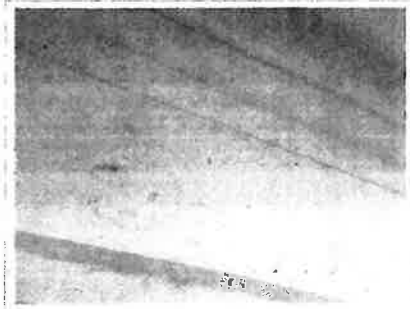
Notes: L5 cast stone damaged

Notes: L5 cast stone damaged

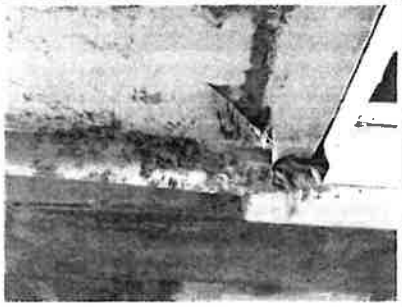
Notes: L5 cast stone damaged

Notes: L5 mason mud on prior installed flashing

Notes: L5 cast stone damaged

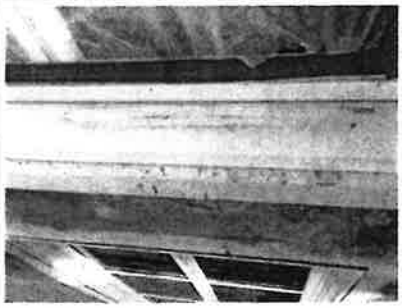


Notes: L5 cast stone damaged



Notes: L5 cast stone damaged

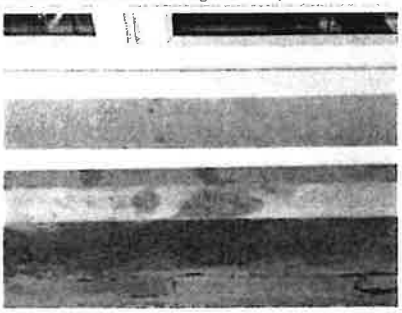
Notes: L5 flashing damaged



Notes: L5 cast stone damaged and tape residue

Notes: L5 flashing damaged

Notes: L5 cast stone damaged and tape residue

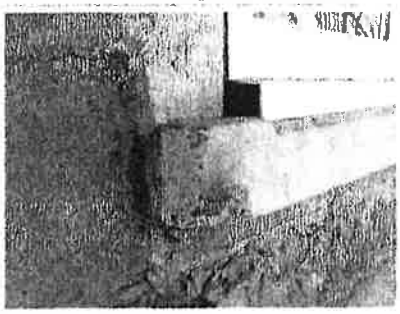


Notes: L5 cast stone damage

Notes: L5 cast stone damage

Notes: L5 flashing damaged

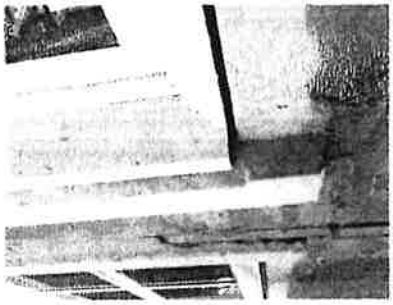
Notes: L5 cast stone damaged and tape residue



Notes: L5 cast stone damage

Notes: L5 cast stone damaged and tape residue

Notes: L5 flashing damaged



Notes: L5 cast stone damaged and tape residue

Notes: L5 cast stone damage

Notes: L5 cast stone damaged and tape residue

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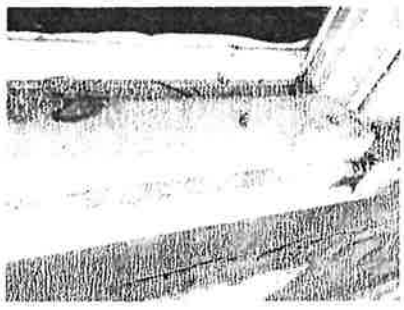
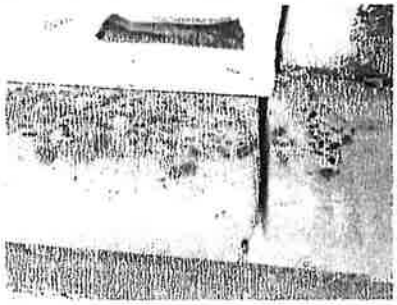


Notes: L5 cast stone damaged

Notes: L5 cast stone damaged and tape residue

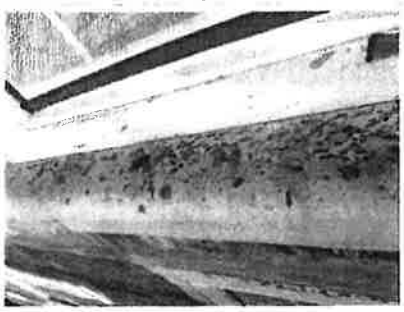


Notes: L5 cast stone damaged and tape residue

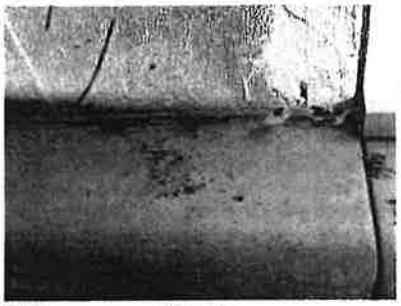
Notes: L5 cast stone damaged

Notes: L5 cast stone damaged

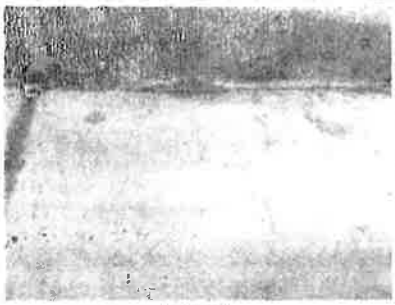
Notes: L5 cast stone damaged



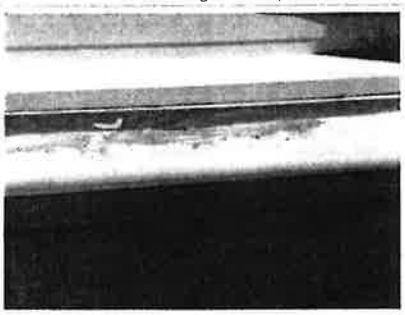
Notes: L5 cast stone damaged and tape residue



Notes: L5 cast stone damaged

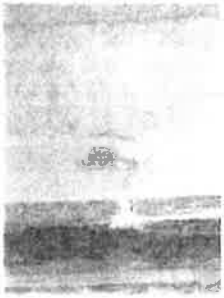


Notes: L5 cast stone damaged

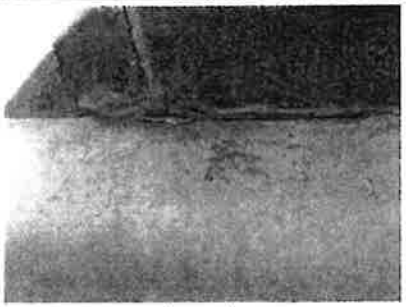


Notes: L5 cast stone damaged and tape residue

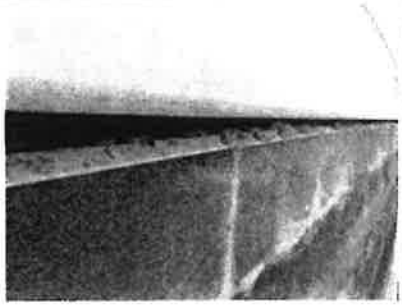
Notes: L5 cast stone damaged

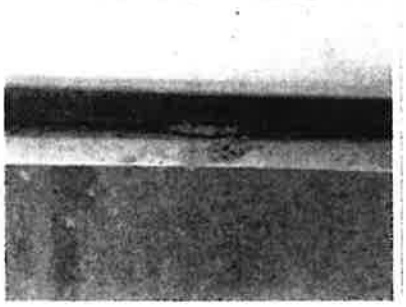


Notes: L5 cast stone damaged

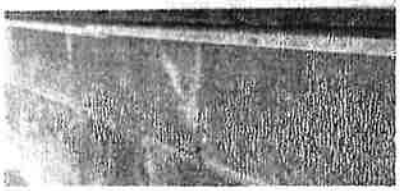


Notes: L5 cast stone damaged



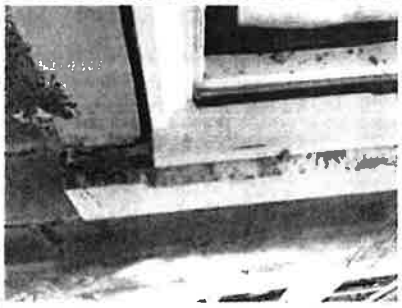


Notes: L5 cast stone damaged



Notes: L5 cast stone damaged and mason mud on flashing

Notes: L5 cast stone damage

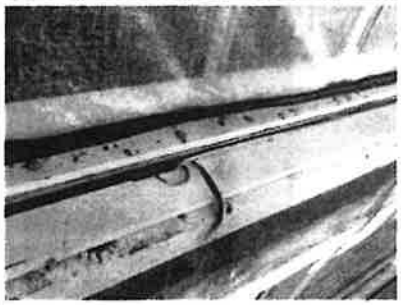


Notes: L4 cast stone damage and tape residue on windows

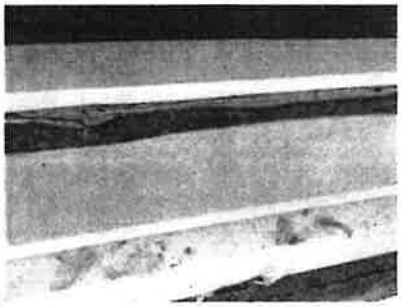
Notes: L5 cast stone damaged and mason mud on flashing

Notes: L5 cast stone damaged and mason mud on flashing

Notes: L5 cast stone damage



Notes: L4 cast stone damage and tape residue on windows



Notes: L4 cast stone damage and tape residue on windows

Notes: L5 cast stone damaged and mason mud on flashing

Notes: L5 cast stone damage

Notes: L5 cast stone damage

Notes: L4 cast stone damage and tape residue on windows

Notes: L4 cast stone damage and tape residue on windows

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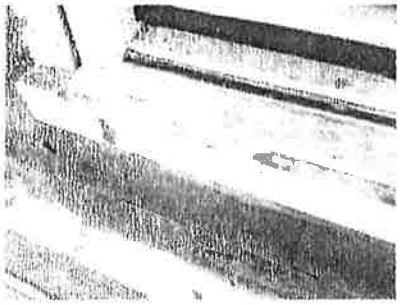
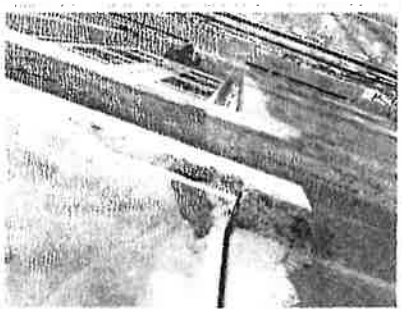
Notes: L4 cast stone damage and tape residue on windows



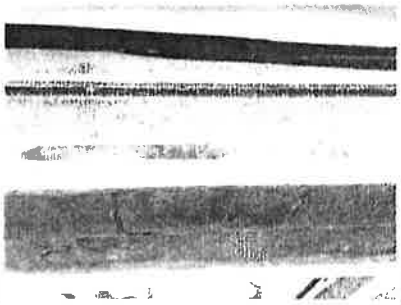
Notes: L4 cast stone damage and tape residue on windows



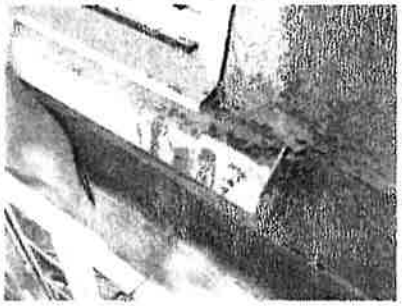
Notes: L4 cast stone damage

Notes: L4 cast stone damage and tape residue on windows

Notes: L4 mud on windows



Notes: L4 cast stone damage and tape residue on windows

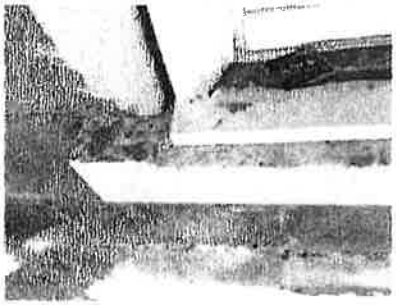


Notes: L4 cast stone damage

Notes: L4 cast stone damage

Notes: L4 cast stone damage

Notes: L4 cast stone damage



Notes: L4 cast stone damage

Notes: L4 cast stone damage and tape residue on windows

Notes: L4 cast stone damage

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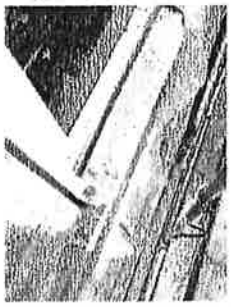
Notes: L4 cast stone damage



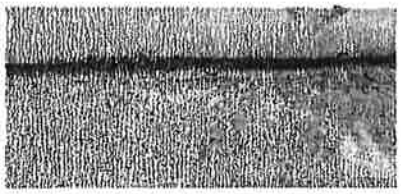
Notes: L4 cast stone damage and tape residue

Notes: L4 cast stone damaged

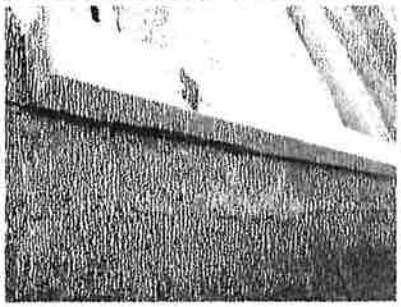
Notes: L3 walls need to be cleaned

Notes: L3 need voids in block filled

Notes: L4 cast stone damage and tape residue



Notes: L4 cast stone damage and tape residue

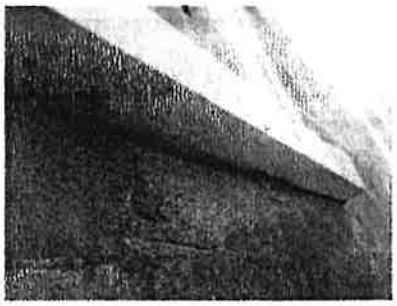


Notes: L4 cast stone damaged

Notes: L3 need voids in block filled

Notes: L3 walls need to be cleaned

Notes: L4 cast stone damage and tape residue



Notes: L4 cast stone damaged

Notes: L4 cast stone damaged

Notes: L3 need voids in block filled

Notes: L3 walls need to be cleaned

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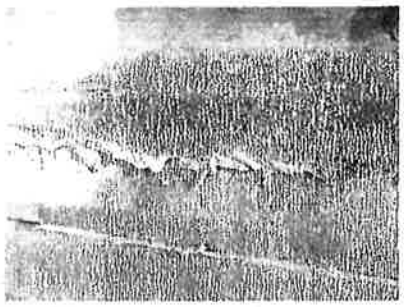
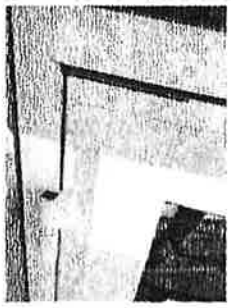
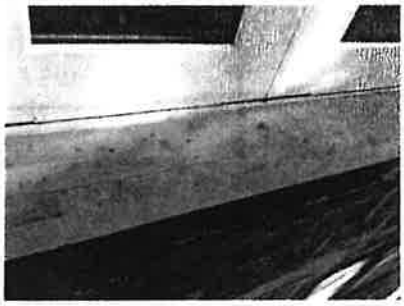


Notes: L3 walls need to be cleaned



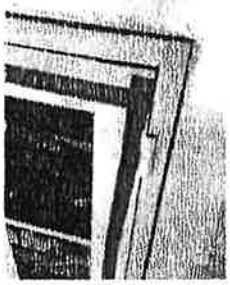
Notes: L3 doors have tape residue



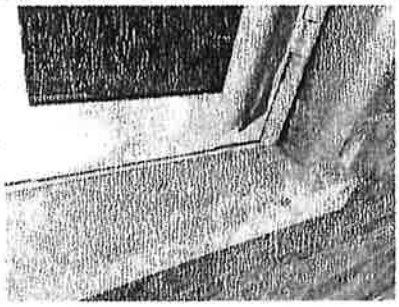
Notes: L3 doors have tape residue and cast stone damaged

Notes: L3 doors have tape residue and cast stone damaged

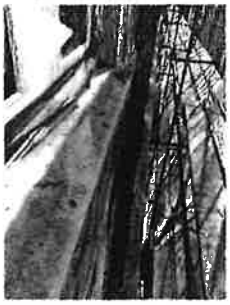
Notes: L3 walls need to be cleaned



Notes: L3 doors have tape residue



Notes: L3 doors have tape residue and cast stone damaged



Notes: L3 doors have tape residue and cast stone damaged

Notes: L3 doors have tape residue and cast stone damaged

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Notes: L3 doors have tape residue and cast stone damaged

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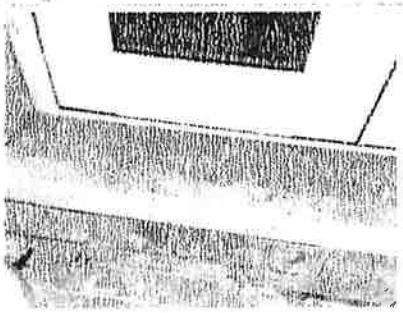
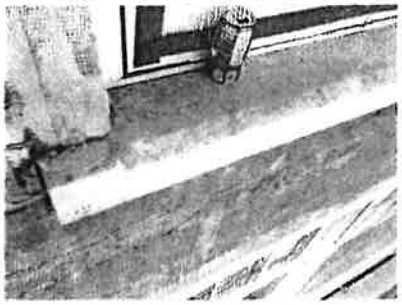
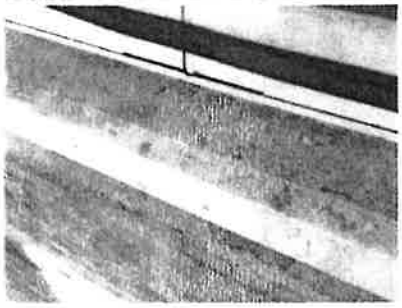


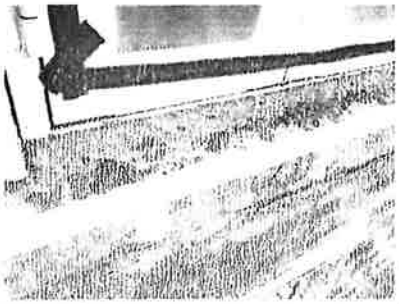
Notes: L3 doors have tape residue and cast stone damaged



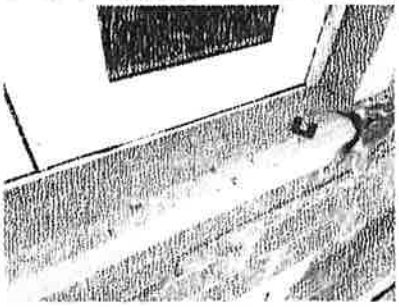
Notes: L3 doors have tape residue and cast stone damaged



Notes: L3 doors have tape residue and cast stone damaged



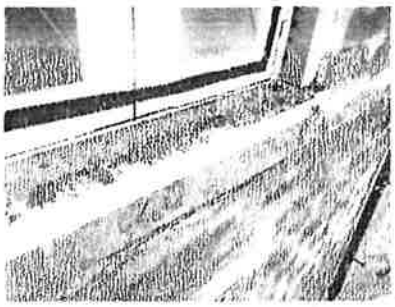
Notes: L3 doors have tape residue and cast stone damaged



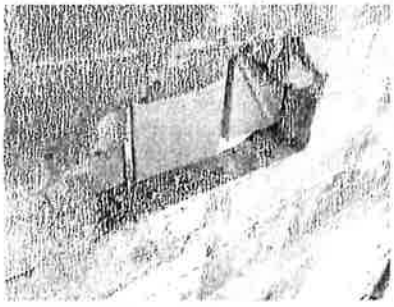
Notes: L3 doors have tape residue and cast stone damaged

Notes: L3 doors have tape residue and cast stone damaged

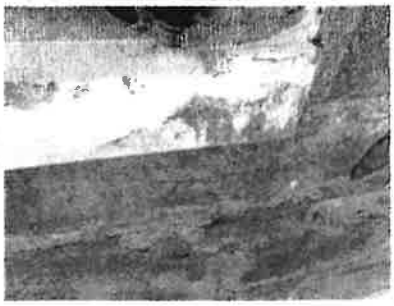
Notes: L2 tape residue on windows



Notes: L3 doors have tape residue and cast stone damaged



Notes: L3 need block patched



Notes: L3 cast stone damaged

Notes: L2 tape residue on windows

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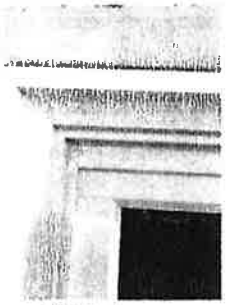
Notes: L2 need high build and walls cleaned

Notes: L2 need high build and walls cleaned

Notes: L2 missing window



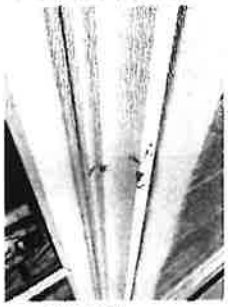
Notes: L2 window damaged

Notes: L2 need high build and walls cleaned

Notes: L2 need high build and walls cleaned

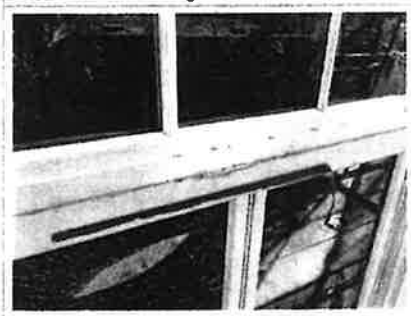
Notes: L2 need walls cleaned

Notes: L2 window damaged

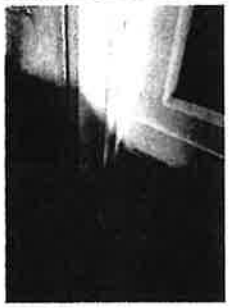


Notes: L2 window damaged

Notes: L2 window damaged



Notes: L2 window damaged



Notes: L2 window damaged

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Notes: L2 window damaged

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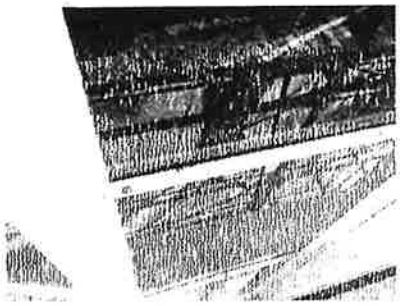
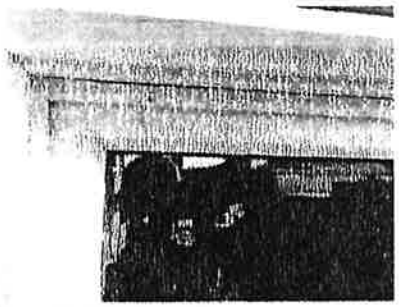


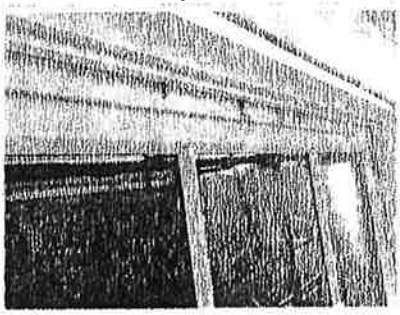
Notes: L2 window damaged



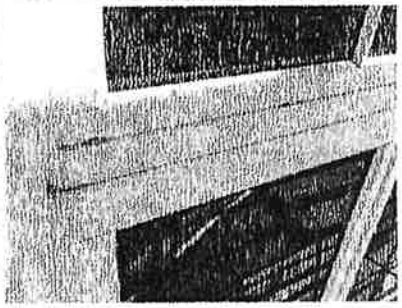
Notes: L2 window damaged

Notes: L2 window damaged

Notes: L2 window damaged and cast stone



Notes: L2 window damaged

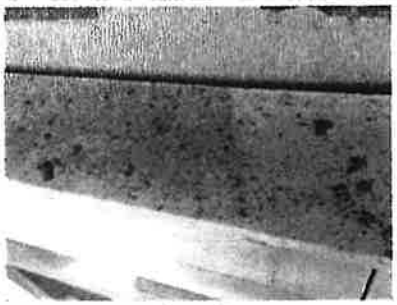


Notes: L2 window damaged

Notes: L2 cast stone damaged

Notes: L2 window damaged and cast stone

Notes: L2 window damaged



Notes: L2 cast stone damaged

Notes: L2 cast stone damaged

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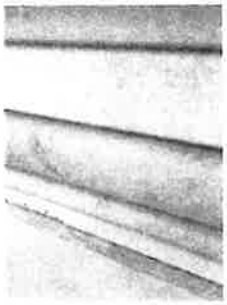
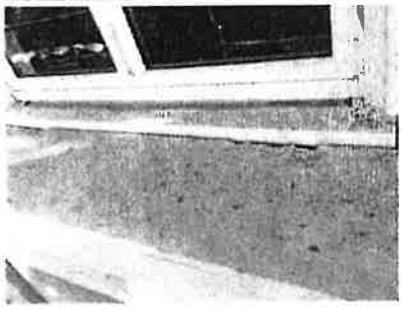
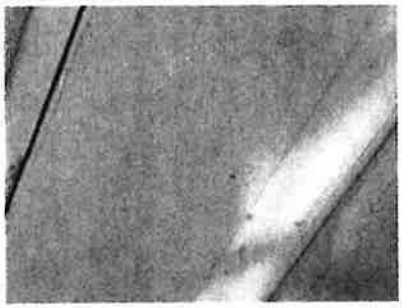


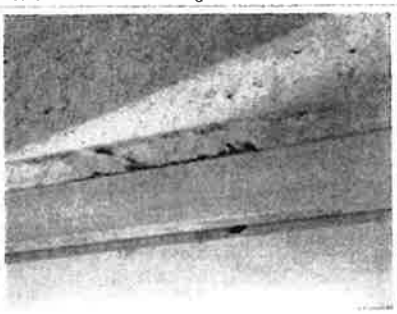
Notes: L2 cast stone damaged



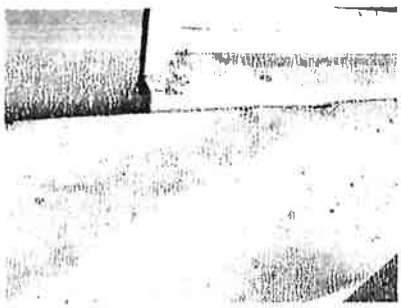
Notes: L2 cast stone damaged



Notes: L2 cast stone damaged



Notes: L2 cast stone damaged



Notes: L2 cast stone damaged

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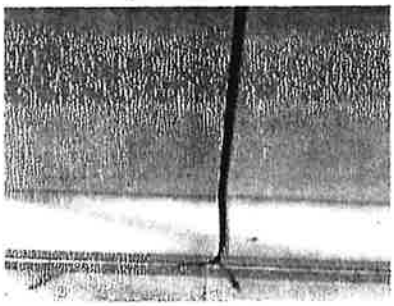
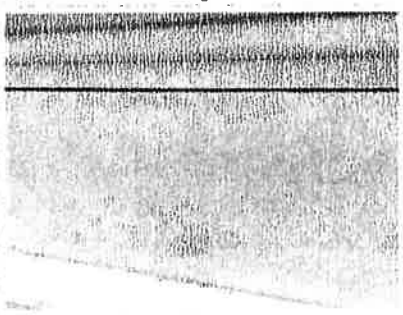
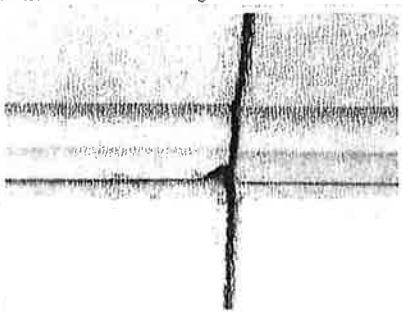


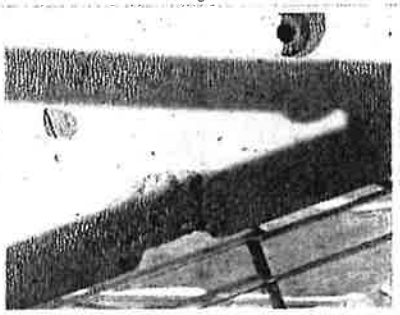
Notes: L2 cast stone damaged v



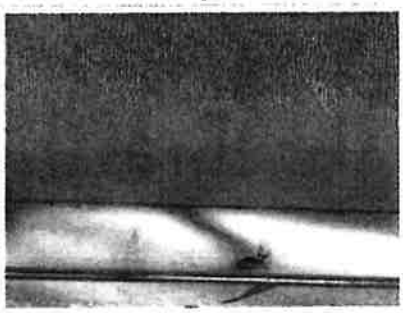
Notes: L2 cast stone damaged



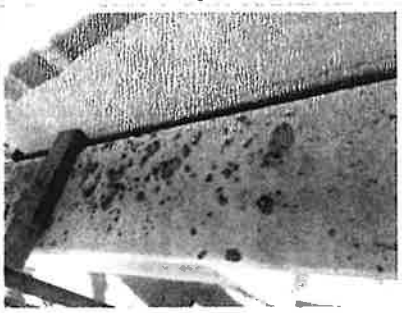
Notes: L2 cast stone damaged



Notes: L2 cast stone damaged



Notes: L2 cast stone damaged



Notes: L2 cast stone damaged

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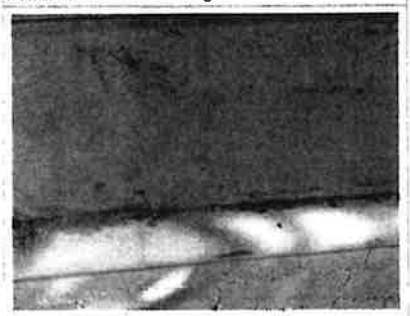

Notes: L2 cast stone damaged

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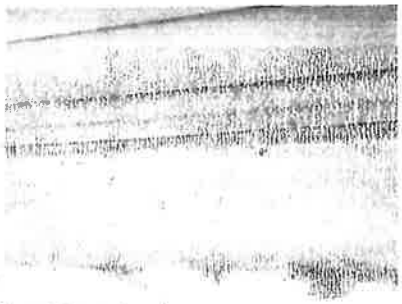
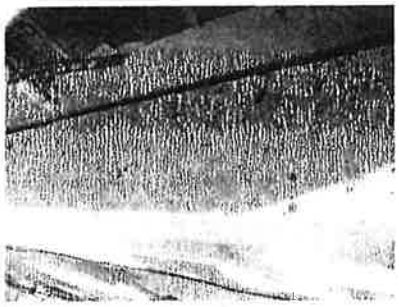


Notes: L2 cast stone damagec



Notes: L2 cast stone damaged

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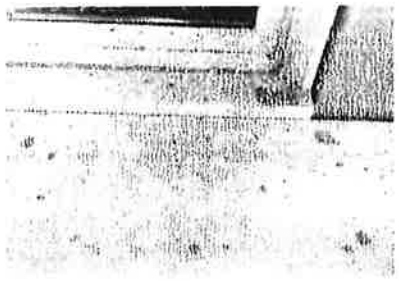

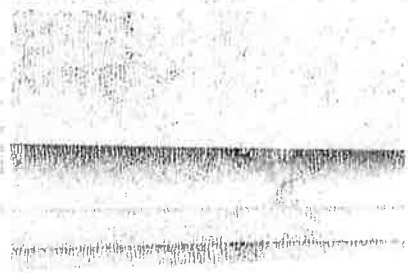

Notes: L2 cast stone damaged

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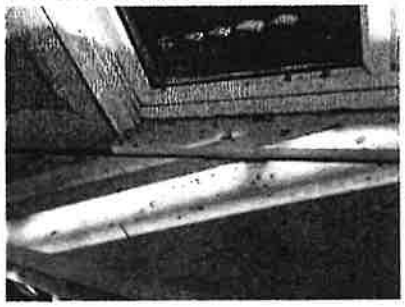
Notes: L2 cast stone damaged



Notes: L2 cast stone damaged

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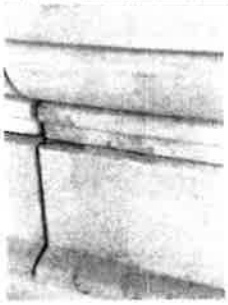
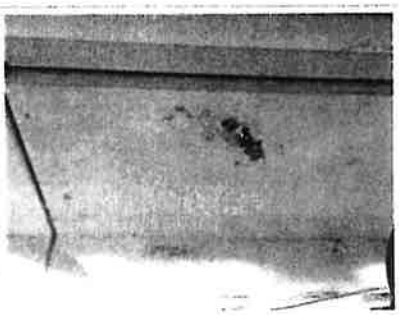
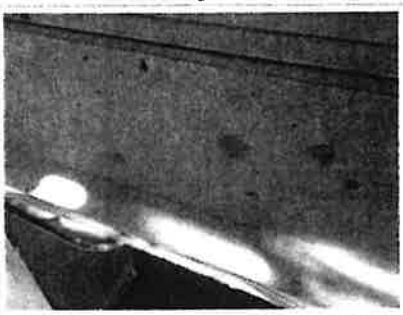


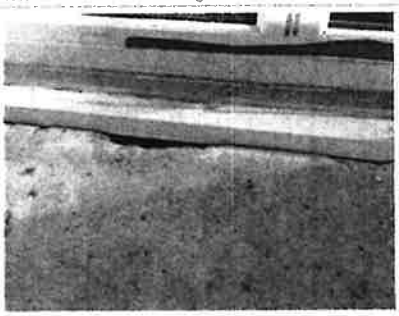
Notes: L2 cast stone damaged



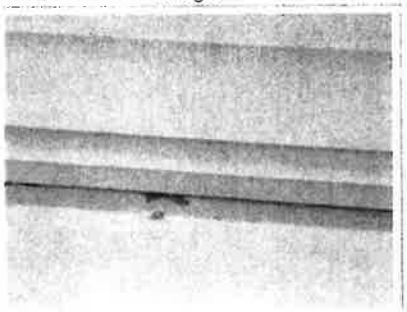
Notes: L2 cast stone damaged



Notes: L2 cast stone damaged L2 cast stone damaged



Notes: L2 cast stone damaged



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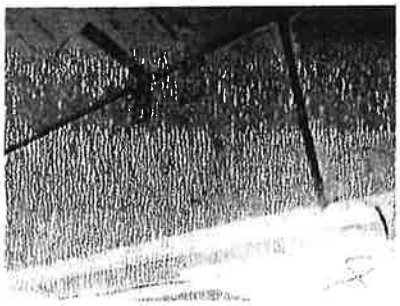
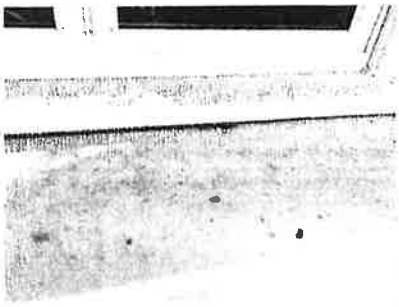


Notes: L2 cast stone damaged



Notes: L2 cast stone damaged

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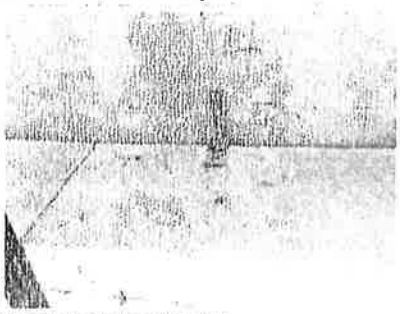
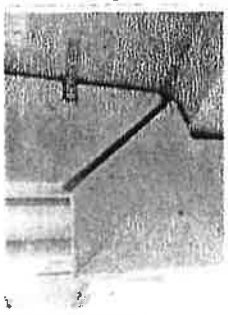


Notes: L2 cast stone damaged



Notes: L2 cast stone damaged

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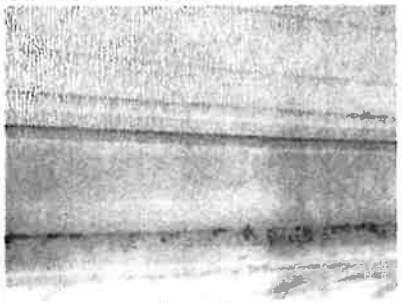

Notes: L2 cast stone damaged

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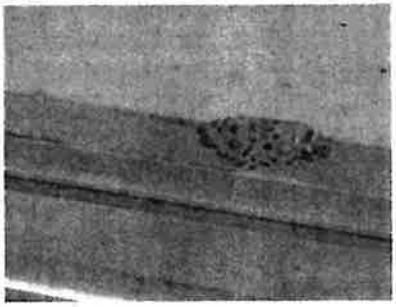
Notes: L2cast stone damaged

Notes: L2 cast stone damaged

Notes: L2 cast stone damaged and tape residue



Notes: L2cast stone damaged

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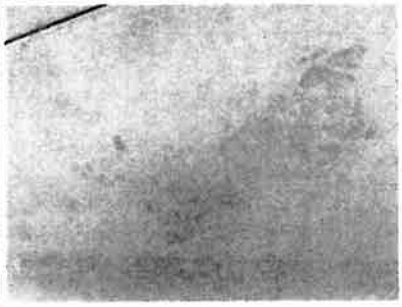
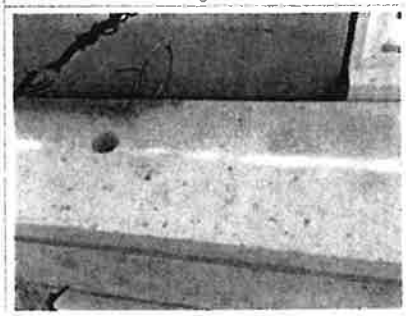


Notes: L2cast stone damaged



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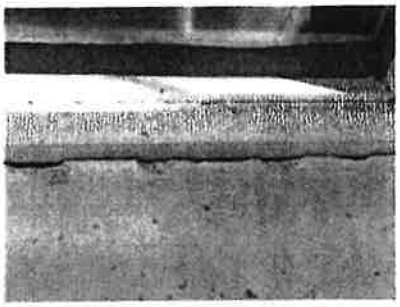
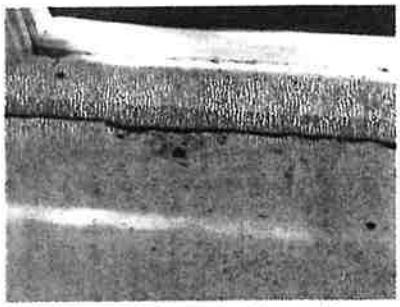
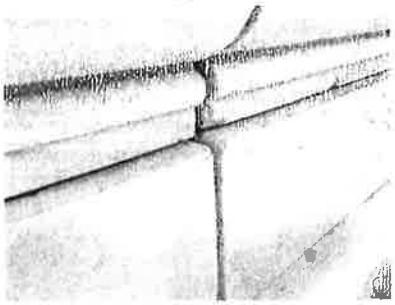


Notes: L2 cast stone damaged and tape residue

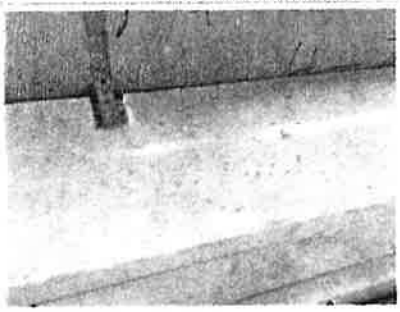


Notes: L2 cast stone damaged and tape residue

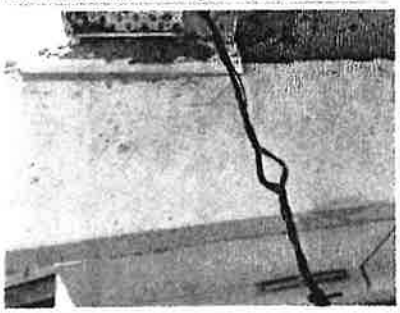
Notes: L2cast stone damaged



Notes: L2cast stone damaged



Notes: L2cast stone damaged



Notes: L2cast stone damaged

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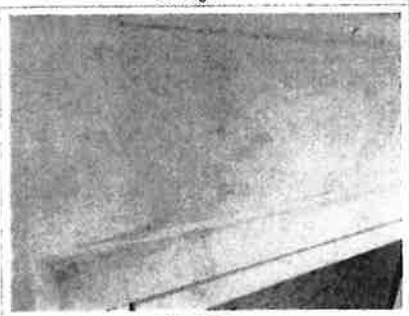
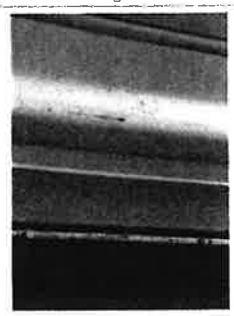


Notes: L2cast stone damaged



Notes: L2cast stone damaged

Notes: L2cast stone damaged

Notes: L2cast stone damaged

Notes: L2cast stone damaged

Notes: **Pre wall North wall**

Inspection: Incomplete *8/22/17*
Inspector: [Premier Exteriors, LLC] Hall, Michael

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DEFENDANT LIBRARY ASSOCIATES, LLC'S

TRIAL EXHIBIT #68

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

OWNER	LIBRARY ASSOCIATES, LLC. 17 Lockwood Drive, Suite 400 Charleston, SC 29401	PROJECT	THE HOTEL AT MARION SQUARE 404 KING STREET CHARLESTON, SC 29403	APPLICATION 39 PERIOD FROM 06/01/2018 PERIOD TO 06/30/2018	DISTRIBUTION TO: [X] OWNER [X] CONTRACTOR [X] ARCHITECT [ ] ENGINEERS
CONTRACTOR ADDRESS	Balfour Beatty Construction, LLC 1930 Camden Rd Charlotte, NC 28203	ARCHITECT ADDRESS	WINFORD LINDSAY ARCHITECT 344 West Pike Street Lawrenceville, GA 30046	VENDOR #: ARCHITECT'S PROJECT NO	
CONTRACT	THE HOTEL AT MARION SQUARE (Project #13026000)	PHONE #	770-407-5796		

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

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY			
Change Orders approved in previous months by Owner		ADDITIONS	DEDUCTIONS
TOTAL		$ 5,086,255.34	
Approved this Month			
No.	Date Approved		
14		$ 60,007.36	
TOTALS		$ 60,007.36	$ -
Net change by Change Orders		$ 5,146,262.70	

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

1. ORIGINAL CONTRACT SUM			$ 59,344,747.00
2. Net change by Change Orders			$ 5,146,262.70
3. CONTRACT SUM TO DATE (Line 1 + 2)			$ 64,491,009.70
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)			$ 60,937,682.87
5. RETAINAGE:			
a.	Completed Work	$ 3,708,856.78	
b.	Stored Materials	$ 1,125.00	
Total Retainage (Line 5a + 5b or Total in Column J of G703)			$ 3,709,981.78
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)			$ 57,227,701.08
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)			$ 55,024,207.66
8. CURRENT PAYMENT DUE			$ 2,203,493.42
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)			$ 7,263,308.62

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

CONTRACTOR: Balfour Beatty Construction, LLC.

By: Alex Dooley Date: 7/10/18

State of: South Carolina County of: Charleston

Subscribed and sworn to before me this 10th day of July 2018

Notary Public: Nicholas Wegener

My Commission expires: 07/22/26

NICHOLAS WEGENER COM. EXP. NOTARY PUBLIC 07/22/2026 SOUTH CAROLINA

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED $ 2,203,493.42

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

ARCHITECT: WINFORD LINDSAY ARCHITECT

By: Jennifer Faulkinberry Date: 7.18.19

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

G702-1983

EXHIBIT 8
WIT: PE 30(b)(6)
DATE: 8.4.21
TAURA J. VULCANO, RPR

EXHIBIT Dft 68

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

PROJECT # 13020000
PROJECT THE HOTEL AT MARION SQUARE
CHARLESTON, SC
0 LIBRARY ASSOCIATES, L.L.C.

CONTINUATION G703

APPLICATION NUMBER 39
PERIOD FROM 06/01/2018
PERIOD TO 06/30/2018

A	B		C				D	E	F	G	H	I	J
			COMMITMENT VALUES				WORK COMPLETED						
LINE		WORK DESCRIPTION	ORIGINAL AMOUNT	CHANGE ORDERS	BUDGET TRANSFERS	CURRENT AMOUNT	FROM PREVIOUS APPLICATION	THIS PERIOD	STORED MATERIALS	TOTAL COMPLETE AND STORED TO DATE (D + E)	% COMPLETE (G/C%)	BALANCE TO FINISH (C - G)	RETAINAGE
			$	$		$							
1	GC'S	GENERAL CONDITIONALS (29 months)	3,216,850.00		14,884.00	3,231,830.00	3,224,976.00	6,854.00	-	3,231,830.00	100.0%	-	161,591.50
2						-	-	-	-	-	-	-	-
3		SUBCONTRACTS / COST OF WORK				-	-	-	-	-	-	-	-
4	GENERAL					-	-	-	-	-	-	-	-
5	00A	STAGING AND LOGISTICS	821,074.00			821,074.00	818,224.16	-	-	818,224.16	99.6%	4,849.84	40,811.21
6	01A	GENERAL TRADES	679,833.00		(400.00)	679,433.00	353,566.79	22,602.00	-	376,168.79	55.5%	303,264.21	37,808.38
7	SITE					-	-	-	-	-	-	-	-
8	02A	SITEWORK	1,832,494.00		(17,466.05)	1,815,027.95	1,443,743.45	-	-	1,443,743.45	79.5%	371,284.50	72,187.17
9	02J	HARDSCAPE, LANDSCAPE & IRRIGATION	317,316.00			317,316.00	279,297.00	23,696.75	-	302,993.75	95.5%	14,322.25	15,147.19
10	02K	SITE DEMOLITION ALLOWANCE	60,000.00			60,000.00	57,509.27	-	-	57,509.27	71.9%	22,490.73	5,750.93
11	STRUCTURE												
12	03L	DEEP FOUNDATIONS	2,228,814.00		(110,000.00)	2,118,814.00	1,779,278.00	-	-	1,779,278.00	83.9%	340,536.00	-
13	03A	CAST-IN-PLACE CONCRETE	7,337,899.00		163,367.93	7,501,262.93	7,501,262.93	-	-	7,501,262.93	100.0%	-	375,064.15
14	04A	MASONRY- CMU & CAST STONE	2,376,350.00		182,636.23	2,558,986.23	2,547,326.67	12,386.80	-	2,559,720.47	99.6%	10,266.36	256,072.07
15	05A	MISC. METALS	2,474,790.00		(55,056.00)	2,419,734.00	1,804,862.11	-	11,250.00	1,816,132.11	75.1%	603,601.89	181,613.21
16	SHELL					-	-	-	-	-	-	-	-
17	07A	ROOFING	856,698.00		234,906.00	1,089,604.00	1,071,744.58	-	-	1,071,744.58	98.3%	18,159.42	53,587.23
18	07B	WATERPROOFING/ CAULKING	742,900.00		50,408.40	793,308.40	778,447.71	-	-	778,447.71	98.1%	14,860.69	77,844.77
19	07E	STUCCO	913,558.00		442,348.36	1,355,906.36	1,332,739.69	13,966.87	-	1,346,706.56	99.4%	9,579.46	67,335.28
20	07F	FIREPROOFING	7,580.00			7,580.00	-	-	-	-	0.0%	7,580.00	-
21	07X	FIRESTOPPING	30,000.00		(30,000.00)	-	-	-	-	-	#DIV/0!	-	-
22	08F	GLASS (Hyper Jamestown Painted Steel Storefront)	1,383,997.00			1,383,997.00	1,193,425.02	18,334.85	-	1,211,759.87	87.5%	172,237.13	60,487.99
23	08H	INTERIOR GLAZING	1,164,877.00		1,081,366.65	2,246,243.65	2,119,784.79	-	-	2,119,784.79	94.4%	126,458.86	105,989.24
24	08I	WINDOWS	740,395.00		(740,395.00)	-	-	-	-	-	#DIV/0!	-	-
25	13C	FABRIC AWNINGS	12,000.00			12,000.00	-	-	-	-	0.0%	12,000.00	-
26	INTERIORS					-	-	-	-	-	#DIV/0!	-	-
27	04A	MASONRY- INTERIOR CAST STONE	269,800.00		(187,330.00)	82,470.00	71,689.00	16,265.00	-	87,954.00	106.7%	-485.00	8,795.40
28	05A	INTERIORS ORNAMENTAL METALS	292,000.00		(81,470.00)	148,530.00	-	-	-	-	0.0%	148,530.00	-
29	06A	ROUGH CARPENTRY	211,677.00		68,000.00	279,677.00	264,647.12	-	-	264,647.12	94.6%	15,029.88	13,232.36
30	08D	DOORS, FRAMES, AND HARDWARE	1,404,746.00		153,346.72	1,558,092.72	1,304,065.61	167,826.63	-	1,471,892.24	94.4%	86,200.48	137,192.72
31	08K	SPECIAL DOORS	308,987.00		(129,000.00)	179,987.00	153,637.00	-	-	153,637.00	85.4%	26,350.00	7,681.85
32	08X	SMOKE CONTAINMENT BARRIER	13,350.00		112,100.00	125,450.00	13,950.00	-	-	13,950.00	11.1%	111,500.00	1,395.00
33	09A	METAL STUD FRAMING & DRYWALL / ACCOUSTICAL CEILINGS	3,717,093.00		760,791.37	4,477,884.37	4,436,135.58	38,873.07	-	4,475,008.65	99.9%	2,875.74	223,400.43
34	10A	SPECIALTIES	606,881.00		(17,168.00)	589,513.00	332,350.00	58,274.00	-	390,613.00	66.3%	198,899.00	19,530.65
35	10C	OPERABLE PARTITIONS	83,437.00			83,437.00	76,489.50	-	-	76,489.50	92.1%	6,947.50	7,649.95
36	11A	EQUIPMENT (PARKING LIFTS)	481,756.00		(7,566.00)	474,197.00	400,602.20	-	-	400,602.20	84.5%	73,594.80	40,060.22
37	11B	KITCHEN EQUIPMENT	-	-	594,873.00	594,873.00	574,953.81	-	-	574,953.81	96.6%	5,919.19	28,747.69
38	13A	POOL	365,864.00		(54,064.00)	311,800.00	287,560.00	-	-	287,560.00	92.2%	24,240.00	14,378.00
39	14A	ELEVATORS	1,476,319.00		140,400.07	1,616,819.07	1,476,819.00	-	-	1,476,819.00	91.4%	138,700.07	147,481.90
40	14B	WHEEL CHAIR LIFT	15,000.00			15,000.00	-	-	-	-	0.0%	15,000.00	-
41								-	-				
42	MEP					-		-	-				
43	15B	HVAC & PLUMBING	8,018,142.00		709,093.32	8,727,235.32	8,727,219.14	-	-	8,727,219.14	100.0%	16.18	436,360.96
44	15D	FIRE PROTECTION	466,920.00			466,920.00	463,658.38	1,327.50	-	465,265.88	99.6%	1,653.12	46,526.59
45	16A	ELECTRICAL	3,983,792.00		940,288.88	4,924,080.88	4,449,144.36	38,260.93	-	4,487,405.29	89.1%	41,675.49	448,740.52
46	FINISHES							-		-			
47	06B	FINISH CARPENTRY & CUSTOM MILLWORK	2,108,485.00	-	479,763.00	2,588,248.00	2,479,355.00	105,871.80		2,585,126.80	99.9%	3,111.10	129,058.85
48	09B	FLOORING	397,147.00	-	(18,085.00)	379,062.00	348,356.17	38,692.00		389,047.17	102.6%	90,014.83	38,904.72
49	09D	PAINTING & WALLCOVER	618,814.00		321,419.60	941,233.60	907,566.61	5,966.39		913,533.00	97.1%	27,700.60	45,643.35
50	09E	STONE & HARD TILE	3,568,850.00	-	(149,303.03)	3,419,547.97	3,372,904.43	34,298.72	-	3,407,183.15	99.6%	12,364.82	170,358.16
51	OCO 1	RCO 1, RCO 4, RCO 5, RCO 6, RCO 8, RCO 10, RCO 12	-	274,983.16	(274,983.16)	-	-	-	-	-	#DIV/0!	-	-
52	OCO 2	RCO 3, RCO 7, RCO 11, RCO 15, RCO 32	-	80,341.74	(80,341.74)	-	-	-	-	-	#DIV/0!	-	-
53	OCO 3	RCO 14, RCO 27R1, RCO 8R1, RCO 30R1	-	1,046,791.54	(1,046,791.54)	-	-	-	-	-	#DIV/0!	-	-
54	OCO 4	RCO 17R1, RCO 40	-	12,874.68	(12,874.68)	-	-	-	-	-	#DIV/0!	-	-
55	OCO 5	RCO 22, RCO 26, RCO 33, RCO 47, RCO 52, RCO53, RCO 66, RCO 68, RCO 77, RCO 91		65,181.71	(65,181.71)	-	-	-	-	-	#DIV/0!	-	-
56	OCO 6	RCO 34, RCO 36, RCO 38, RCO 45, RCO 48, RCO 51, RCO 53, RCO 55, RCO 57, RCO 59		368,310.84	(368,310.84)	-	-	-	-	-	#DIV/0!	-	-
57	OCO 7	RCO 18, RCO 23R1, RCO 28, RCO 30R3, RCO 31, RCO 38, RCO 58, RCO 59, RCO 61, RCO 63, RCO 64, RCO 67, RCO 70, RCO 72, RCO 73R1, RCO 78, RCO 80, RCO 81, RCO 82, RCO 85, RCO 94, RCO 95, RCO 97, RCO 98, RCO 99, RCO 101, RCO 114, RCO 116, RCO 117, RCO 118, RCO 120, RCO 121, RCO 124, RCO 128, RCO 132, RCO 139		1,178,843.75	(1,178,843.75)	-	-	-	-	-	#DIV/0!	-	-
58	OCO 8	RCO 084, RCO 104, RCO 107R4, RCO 111, RCO 113R1, RCO 126R1, RCO 127R1, RCO 135R1, RCO 137, RCO 138R3, RCO 142R2, RCO 145, RCO 147, RCO 149R2, RCO 150, RCO 153, RCO 155, RCO 157, RCO 166, RCO 170, RCO 173		1,156,837.87	(1,156,837.87)	-	-	-	-	-	#DIV/0!	-	-
59	OCO 9	RCO014, RCO 100R4, RCO 112, RCO 136, RCO 139, RCO 143, RCO 148R3, RCO 156, RCO 162R1, RCO 162, RCO 164, RCO 166R1, RCO 171.1, RCO 174, RCO 175R1, RCO 176, RCO 179, RCO 180, RCO 181, RCO 183, RCO 185, RCO 186, RCO 188, RCO 188R1, RCO 190, RCO 191, RCO 195, RCO 198, RCO 202, RCO 203R1, RCO 207, RCO 214, RCO 218, RCO 220		340,037.37	(340,037.37)	-	-	-	-	-	#DIV/0!	-	-
60	OCO 10	RCO 144, RCO 161R1, RCO 163, RCO 167, RCO 169, RCO 183, RCO 199R3, RCO 201R1, RCO 208, RCO 210, RCO 217, RCO 224, RCO 226, RCO 228, RCO 229, RCO 230R3, RCO 232, RCO 234		169,340.91	(169,340.91)	-	-	-	-	-	0	-	
61	OCO 11	Construction Change Directives - April Draw		10,987.00	(10,987.00)	-	-	-	-	-		-	
62	OCO 12	RCO 140, RCO 204R1, RCO 231, RCO 236		84,036.32	(84,036.32)	-	-	-	-	-		-	
63	OCO 13	Construction Change Directives - May Draw		33,945.00	(33,945.00)	-	-	-	-	-		-	
64	OCO 14	Construction Change Directives - June Draw		58,610.72	(58,610.72)	-	-	-	-	-		-	
		SUBTOTAL	86,868,268.00	4,650,643.79	34,682.48	90,553,612.19	86,919,336.66	448,356.69	11,250.00	87,348,943.34	94.9%	3,204,668.85	3,499,691.89

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CONTINUATION SHEET

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

PROJECT # 13025080

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

CONTINUATION G703

APPLICATION NUMBER 39
PERIOD FROM 06/01/2016
PERIOD TO 06/30/2016

A	B	C				D	E	F	G	H	I	J
		COMMITMENT VALUES				WORK COMPLETED			TOTAL			
LINE	WORK DESCRIPTION	ORIGINAL AMOUNT	CHANGE ORDERS	BUDGET TRANSFERS	CURRENT AMOUNT	FROM PREVIOUS APPLICATION	THIS PERIOD	STORED MATERIALS	COMPLETE AND STORED TO DATE (D + E)	% COMPLETE (G/C%)	BALANCE TO FINISH (C - G)	RETAINAGE
		-A-	-B-		-C-							
65	CONSTRUCTION CONTINGENCY (2.25%)	1,060,580.00	-	(314,452.40)	1,246,255.60	743,546.56		-	743,546.56	59.7%	502,709.04	74,354.66
66	SPECIALTY SPACE SUPERVISION - NBM	100,000.00	-	-	100,000.00	-	-	-	-	0.0%	100,000.00	-
67	GENERAL LIABILITY INSURANCE (1%)	566,280.00	53,376.43	-	619,656.43	646,067.74	509.75	-	646,577.49	104.3%	-	-
68	SUBGUARD (1.25%)	670,140.00	60,305.33	-	730,445.33	726,777.70	707.15	-	727,484.85	100.0%	-	-
	SUBTOTAL	58,976,008.00	5,011,343.52	(6.00)	63,987,345.52	58,747,118.44	617,493.07	11,250.00	59,375,861.51	94.1%	3,711,483.51	2,560,474.55
69	FEE (2.5%)	1,431,952.00	134,910.18		1,566,821.18	1,479,334.03	13,718.33		1,493,052.36	94.2%	91,703.82	149,520.24
	TOTAL CONSTRUCTION COST	59,527,960.00	5,146,253.70	(6.00)	64,674,239.70	60,226,452.47	631,211.40	11,250.00	60,868,913.87	94.1%	3,803,325.83	2,709,994.79
70	PRECONSTRUCTION FEE	66,779.00			66,779.00	66,779.00	-		66,779.00	100.0%	-	-
	TOTAL COST WITH PRECON	59,594,747.00	5,146,253.70	(6.00)	64,741,009.70	60,293,231.47	631,211.40	11,250.00	60,935,692.87	94.1%	3,803,325.83	2,709,994.79
66	BUYOUT REDUCTION CONTRIBUTION	(250,000.00)			(250,000.00)					0.0%	(250,000.00)	-
	GRAND TOTAL	59,344,747.00	5,146,253.70	(6.00)	64,491,009.70	60,293,231.47	631,211.40	11,250.00	60,935,692.87	94.4%	3,553,325.83	2,709,994.79

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Project Name: Hotel at Marion Square
Owner: Library Associates, LLC
Job No.: 13026400
Date: 06/20/18

Description of Work:	STUCCO	
Original Contract Amount	$861,508.00	
Change Order Total	493,626.50	GET BOND RIDER!
Through C/O #: 0		
Total Revised Contract	$1,355,134.50	
Previous Work Performed to Date(SSR)	$1,331,485.82	
Value of Materials Stored On Site	$0.00	
Value of Materials Stored Off Site	$0.00	
Current Month Gross	$13,968.87	
New Work Performed to Date	$1,345,454.69	
Less 10 % Retainage	$134,545.47	
Amount Earned to Date	$1,210,909.22	
Less Previous Net Billings	$1,198,337.24	
Less Adjustments/Joint Checks	$0.00	
Less Pending Back Charges	$0.00	
Total Amount this Requisition	$12,571.98	

Subcontract [X] Purchase Order [ ]

Other Contract Type

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

Subguard [ ] Alternate Plan [ ]

Contract Increased 20%?	Y [X]	N [ ]
If yes, bond rider received	Y [ ]	N [ ]
EEO Reports Current	Y [ ]	N [ ]
Certified Payrolls Current	Y [ ]	N [ ]
Insurance Status	Finaled	
Insurance Expiration Date	01/01/18	
Release Attached	Y [ ]	N [ ]
Tier/Supplier Release if Required	Y [ ]	N [ ]
Reducing Retention	Y [ ]	N [ ]
If reducing retainage, reducing	From [ ]	To [X]
Consent of Surety for retention reduction if bonded	Y [ ]	N [ ]
New materials stored off site If yes, attach stored materials checklist	Y [ ]	N [X]
Final Payment If yes, see attached checklist	Y [ ]	N [X]

Owner Billing Number: 11

Owner Payment Rec'd Date:

Payment Terms: Pay When Paid

Pay Select #
Batch #

For Balfour Beatty Use Only:

	CO #	Vendor #	Job #	Contract No.
	50000	3493097	13026400	532370
Date	Invoice #	Description		
06/30/18	13026400 - 16	13026400 . PE# 16 | . 18.06		
Gross Amount		Retainage Amt	Net Amount	
$13,968.87		$698.44	$12,571.98	
Trade Account?	Tax Code	Pay Item & Cost Code		Accrue Tax?
NO		400 51445000 40		NO

Hold Codes: 02- OWNER FUNDING
PM APP
Owner Waiver

Approvals:

PM / Date

CA 06/20/18
PA / Date

APA / Date

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Barnhart Balfour Beatty

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

TO CONSTRUCTION MANAGER:
Balfour Beatty Construction
1930 Camden Rd. Suite 260
Charlotte, NC 28210

PROJECT: **HOTEL AT MARION SQUARE**

APPLICATION NO: **16**

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

PERIOD TO: **6/30/18**

FROM CONTRACTOR:
Premier Exteriors LLC
3067 Argent Blvd
Ridgeland, SC 29936

VIA ARCHITECT:

PROJECT NO: **#13026000**

CONTRACT FOR: CONSTRUCTION

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	$	861,508.09
2. Net change by Change Orders	$	483,946.60
3. CONTRACT SUM TO DATE (Line 1 ± 2)	$	1,345,454.69
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	$	1,345,454.69
5. RETAINAGE:	$	134,545.47
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$	1,210,909.22
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	1,198,337.24
8. CURRENT PAYMENT DUE	$	12,571.98
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	134,545.47

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

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

SUBCONTRACTOR

By: _____ Date: 6/19/2018

CONTRACTOR

By: _____ Date: _____

CONSTRUCTION MANAGER:

By: _____ Date: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT REQUESTED ..... $ 12,571.98

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

ARCHITECT:

By: _____ Date: _____

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

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

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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 PUNISHMENT CAN BE MADE IN ACCORDANCE WITH THE LAWS OF THE STATE OF SOUTH CAROLINA.

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

Signed, sealed and delivered
In the presence of:

Digitally signed by Kim Tredway
Date: 2018.07.06 09:24:08 -04'00'

Signature

Kim Tredway
Print Name

Premier Exteriors LLC
a _____ corporation

Justin Harvey Digitally signed by Justin Harvey Date: 2018.07.06 09:27:18 -04'00'

Signature

Justin Harvey/CEO
Print Name & Title

STATE OF SC

COUNTY OF Jasper

The foregoing instrument was acknowledged before me this 6 day of July, 2018 by Justin Harvey, CEO of Premier Exteriors LLC, a _____ corporation on, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

NOTARY PUBLIC, STATE OF SC

My Commission Expires: 11/25/23

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Bernhart Balfour Beatty

CONTINUATION SHEET

AIA DOCUMENT G703

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

APPLICATION NO: 16
APPLICATION DATE: 6/19/18
PERIOD TO: 6/30/18

Balfour Beatty Project 0

BID PACKAGE #	CONTRACTOR	SCHEDULED VALUE	TOTAL CHANGE ORDERS	REVISED CONTRACT	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E+F)	WORK COMPLETED THIS PERIOD (H - E)	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE 10%
1				-			-	-		-	-
2	CO#1	CO#1	147,246.36	147,246.36	147,246.36		-	147,246.36	100.00%	-	14,724.64
3	Mock Wall	CO#4	2,822.16	2,822.16	2,822.16	-	-	2,822.16	100.00%	-	282.22
	Flashing CO's	CO#5	12,574.05	12,574.05	12,574.05		-	12,574.05	100.00%	-	1,257.41
	Window Returns	CO#6	40,284.00	40,284.00	40,284.00		-	40,284.00	100.00%	-	4,028.40
	Window Opening Patching	CO#6	4,680.00	4,680.00	4,680.00		-	4,680.00	100.00%	-	468.00
	Flashing at L3 Terraces	CO#6	2,234.00	2,234.00	2,234.00			2,234.00	100.00%	-	223.40
	ReWaterproofing Windows	CO#7	3,949.92	3,949.92	3,949.92			3,949.92	100.00%	-	394.99
	Stucco Wall Prep (Allowance)	CO#6	100,000.00	100,000.00	100,000.00			100,000.00	100.00%	-	10,000.00
	Flashing Add -Top 6th Floor Cornice	CO#11	4,718.00	4,718.00	4,718.00			4,718.00	100.00%	-	471.80
	Extra Manpower - High Build	CO#8	6,240.00	6,240.00	6,240.00			6,240.00	100.00%	-	624.00
	RFI 0516 3rd Floor Slab Edge	CO#9	2,696.75	2,696.75	2,696.75			2,696.75	100.00%	-	269.68
	Stucco Wall Prep (Allowance)	CO#10	100,000.00	100,000.00	100,000.00			100,000.00	100.00%	-	10,000.00
	L3 Terrace & Pool Flashing	CO#13	1,504.56	1,504.56	1,504.56			1,504.56	100.00%	-	150.46
	6th Floor Parapet Stucco Band	CO#12	6,537.25	6,537.25	6,537.25			6,537.25	100.00%	-	653.73
	Revise Lift Costs	CO#12	(1,247.76)	(1,247.76)	(1,247.76)			(1,247.76)	100.00%	-	(124.78)
	Flashing - 6th Floor Terrace	CO#13	7,082.46	7,082.46	7,082.46			7,082.46	100.00%	-	708.25
	Flashing - 3rd Floor Terrace	CO#13	4,417.32	4,417.32	4,417.32			4,417.32	100.00%	-	441.73
	Flashing - 9th Floor Terrace	CO#13	4,737.66	4,737.66	4,737.66			4,737.66	100.00%	-	473.77
	Stucco Wall Prep (10/18-11/10)	Not issued	4,080.00	4,080.00	4,080.00	-		4,080.00	100.00%	-	408.00
	Stucco Wall Prep	Not issued	12,030.00	12,030.00	12,030.00	-		12,030.00	100.00%	-	1,203.00
	Reskim Mock Up	Not issued	3,391.00	3,391.00	3,391.00			3,391.00	100.00%	-	339.10
	RFI 1125 Stair Credit	Approved (not executed)	(479.00)	(479.00)		(479.00)		(479.00)	100.00%	-	(47.90)
	Hurricane Prep							-	#DIV/0!	-	-
	Ballroom							-	#DIV/0!	-	-
	T&M High Build Main Entry	Not issued	2,265.00			2,265.00		2,265.00	#DIV/0!	(2,265.00)	226.50
	ABS Split	Not issued	2,552.87			2,552.87		2,552.87	#DIV/0!	(2,552.87)	255.29
	T&M Repair Work (5/23-6/6)	Not issued	9,630.00			9,630.00		9,630.00	#DIV/0!	(9,630.00)	963.00
4				-			-	-		-	-
5	Elevation North Materials	$85,551.67		85,551.67	85,551.67		-	85,551.67	100.00%	-	8,555.17
6	Elevation North Labor	$105,320.43		105,320.43	105,320.43		-	105,320.43	100.00%	-	10,532.04
7	Elevation EAST Materials	$71,293.06		71,293.06	71,293.06		-	71,293.06	100.00%	-	7,129.31
14	Elevation EAST Labor	$87,767.03		87,767.03	87,767.03		-	87,767.03	100.00%	-	8,776.70
15	Elevation SOUTH Materials	$80,798.80		80,798.80	80,798.80		-	80,798.80	100.00%	-	8,079.88
16	Elevation SOUTH Labor	$99,469.30		99,469.30	99,469.30		-	99,469.30	100.00%	-	9,946.93

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CONTINUATION SHEET

AIA DOCUMENT G703

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

APPLICATION NO: 16
APPLICATION DATE: 6/19/19
PERIOD TO: 5/30/19

Balfour Beatty Project: 9

BID PACKAGE PACKAGE #	CONTRACTOR CONTRACTOR	SCHEDULED VALUE	TOTAL CHANGE ORDERS	REVISED CONTRACT	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E=F)	WORK COMPLETED THIS PERIOD (H - F)	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF V)
17	Elevation WEST Materials	$68,916.62		68,916.62	68,916.62		-	68,916.62	100.00%	-	6,891.66
18	Elevation WEST Labor	$84,841.46		84,841.46	84,841.46		-	84,841.46	100.00%	-	8,484.15
19	Courtyard Materials	$49,905.14		49,905.14	49,905.14		-	49,905.14	100.00%	-	4,990.51
20	Courtyard Labor	$61,436.92		61,436.92	61,436.92		-	61,436.92	100.00%	-	6,143.69
21	Scaffolding	$66,207.66		66,207.66	66,207.66		-	66,207.66	100.00%	-	6,620.77
22				-			-	-		-	-
23				-			-	-		-	-
24				-			-	-		-	-
25				-			-	-		-	-
26				-			-	-		-	-
				-			-	-		-	-
	GRAND TOTALS	861,588.09	483,866.66	1,345,454.69	1,331,485.82	13,968.87	0.00	1,345,454.69	100.00%	0.00	134,545.47

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Balfour Beatty
Construction

TIER RELEASE SCHEDULE

Job Name	Hotel at Marion Square
Job #	13025000

Date Prepared:	6/19/2018

PRIME SUB'S NAME	Premier Exteriors LLC
Attachment for Pay Req #:	15
for Month Ending:	6/30/2018

A	B	C	D	E	F		G	H	I	J		K
Subcontractors/Suppliers List all subs or suppliers who will perform work for this contract. List Address & Phone Number	Indicate if tier is based in county of Project	Notice to Owner Filed?(NTO) (Yes/No)	Date NTO Filed:	Bonded Sub? (Yes/No)	Has tier billed for work to date? select: (Yes/No)		Cumulative dollar amount tier billed for work/materials to date:	Tier's most recent invoice is dated through:	Tier's most recent release is dated through: *(as noed on releases)*	Tier's most recent release is PARTIAL or FINAL? Select One		Comments:
Capitol Materials					YES		$296,514.39	6/19/2018	1/31/2018	PARTIAL		
4M Metals					YES		$9,993.83	6/19/2018	1/31/2018	PARTIAL		
Neff Rental (United)					YES		$12,592.80	6/19/2018	1/31/2018	PARTIAL		
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	

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BBC v. LIBRARY ASSOCIATES

2019-CP-10-01108

Library Associates, LLC's Designation of Deposition Excerpt Exhibits:

Deponent:

30(b)(6) Premier Exteriors (08.04.21)

Exhibit 2: Tabs 2-5

DEFENDANT LIBRARY ASSOCIATES, LLC'S

TRIAL EXHIBIT #69

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APPLICATI AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

OWNER	LIBRARY ASSOCIATES, LLC. 17 Lockwood Drive, Suite 400 Charleston, SC 29401	PROJECT	THE HOTEL AT MARION SQUARE 404 KING STREET CHARLESTON, SC 29403	APPLICATION PERIOD FROM PERIOD TO	18 09/01/2016 09/30/2016
CONTRACTOR ADDRESS	Balfour Beatty Construction, LLC 1930 Camden Rd Charlotte, NC 28203	ARCHITECT ADDRESS	WINFORD LINDSAY ARCHITECT 344 West Pike Street Lawrenceville, GA 30046	VENDOR #: ARCHITECT'S PROJECT NO	
CONTRACT	THE HOTEL AT MARION SQUARE (Project #13026000)	PHONE #	770-407-5796		

DISTRIBUTION TO:

- [X] OWNER
- [X] CONTRACTOR
- [X] ARCHITECT
- [ ] ENGINEERS

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

CONTRACTOR'S APPLICATION FOR PAYMENT

HANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
hange Orders approved in evious months by Owner	TOTAL	$ 1,485,539.91	
pproved this Month			
lo.	Date Approved		
s		$ 75,283.11	
	TOTALS	$ 75,283.11	$ -
et change by Change Orders		$ 1,560,823.02	

he undersigned Contractor certifies that to the best of the Contractor's knowledge formation and belief the Work covered by this Appliction for Payment has been ompleted in accordance with the Contract Documents, that all amounts have been aid by the Contractor for Work for which previous Certificates for Payment were sued and payments received from the Owner, and that current payment shown erein is now due.

ONTRACTOR: Balfour Beatty Construction, LLC.

By: [signature] Date: 10/14/16

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

1. ORIGINAL CONTRACT SUM		$ 59,344,747.00
2. Net change by Change Orders		$ 1,560,823.02
3. CONTRACT SUM TO DATE (Line 1 + 2)		$ 60,905,570.02
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 22,173,165.11
5. RETAINAGE:		
a. 10 % of Completed Work	$ 2,070,099.73	
b. 10 % of Stored Materials	$ 10,272.10	
Total Retainage (Line 5a + 5b or Total in Column J of G703)		$ 2,080,371.83
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)		$ 20,092,793.28
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 18,132,042.11
8. CURRENT PAYMENT DUE		$ 1,960,751.17
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)		$ 40,812,776.74

State of: South Carolina County of: Charleston
Subscribed and sworn to before me this 14 day of October 2016
Notary Public: [signature]
My commission expires: 04-04-2022

RCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED $ 1,960,751.17
(Attach explanation if amount certified differs from the amount applied for.)
ARCHITECT: WINFORD LINDSAY ARCHITECT
By: J. Faulkinberry Date: 10.19.16

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

G702-1983

EXHIBIT 7
WIT Litko 30(b)(6)
DATE: 8.27.21
TAURA J. VULCANO, RPR

EXHIBIT
ALL-STATE LEGAL®
DYT 69

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ONTINUATION SHEET
PPLICATION AND CERT TE FOR PAYMENT
ntaining Contractor's signed , is attached.
tabulations below, amounts ar ed to the nearest dollar.
e Column I on Contracts where variable retainage for line items may apply.

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

CONTINUATION G703

APPLICATION NL 18
PERIOD F...M 09/01/2016
PERIOD TO 09/30/2016

A	B		C				D	E	F	G	H	I	J
			COMMITMENT VALUES				WORK COMPLETED						
LINE		WORK DESCRIPTION	ORIGINAL AMOUNT -1-	CHANGE ORDERS -2-	BUDGET TRANSFERS	CURRENT AMOUNT -3-	FROM PREVIOUS APPLICATION	THIS PERIOD	STORED MATERIALS	TOTAL COMPLETE AND STORED TO DATE (D + E)	% COMPLETE (F/C3)	BALANCE TO FINISH (C3 - F)	RETAINAGE
1	GIC'S	GENERAL CONDITIONALS (28 months)	3,216,855.00		2,447.00	3,219,302.00	1,953,090.56	114,887.68	-	2,067,978.24	64.2%	1,151,323.76	206,797.82
2						-	-	-	-	-	-	-	-
3		SUBCONTRACTS / COST OF WORK				-	-	-	-	-	-	-	-
4	GENERAL					-	-	-	-	-	-	-	-
5	00A	STAGING AND LOGISTICS	821,074.00			821,074.00	345,871.19	1,818.21	-	347,689.40	42.3%	473,384.60	34,768.94
6	01A	GENERAL TRADES	875,833.00			875,833.00	-	-	-	-	0.0%	875,833.00	-
7	SITE					-	-	-	-	-		-	-
8	02A	SITEWORK	1,632,494.00		(16,766.05)	1,615,727.95	1,342,217.73	7,726.80	-	1,349,944.53	83.6%	265,783.42	134,994.45
9	02J	HARDSCAPE, LANDSCAPE & IRRIGATION	317,316.00			317,316.00	-	-	-	-	0.0%	317,316.00	-
10	02K	SITE DEMOLTION ALLOWANCE	80,000.00			80,000.00	57,509.27	-	-	57,509.27	71.9%	22,490.73	5,750.93
11	STRUCTURE					-	-	-	-	-		-	-
12	02L	DEEP FOUNDATIONS	2,228,614.00			2,228,614.00	1,749,847.00	28,431.00	-	1,778,278.00	79.8%	450,336.00	177,827.80
13	03A	CAST-IN-PLACE CONCRETE	7,337,895.00		52,119.71	7,390,014.71	6,419,373.18	389,134.78	-	6,808,507.96	92.1%	581,506.75	680,850.80
14	04A	MASONRY- CMU & CAST STONE	2,378,350.00		(13,022.74)	2,365,327.26	312,850.00	213,650.00	-	526,500.00	22.3%	1,838,827.26	52,650.00
15	05A	MISC. METALS	2,474,750.00		22,097.00	2,496,847.00	690,620.00	3,000.00	7,600.00	701,120.00	28.1%	1,795,727.00	70,112.00
16	SHELL					-	-	-	-	-		-	-
17	07A	ROOFING	855,698.00			855,698.00	134,729.00	-	95,121.00	229,850.00	26.9%	625,848.00	22,985.00
18	07B	WATERPROOFING/ CAULKING	742,900.00		7,463.00	750,363.00	468,003.24	-	-	468,003.24	62.4%	282,359.76	46,800.32
19	07E	STUCCO	913,038.00		147,246.36	1,060,284.36	2,822.16	-	-	2,822.15	0.3%	1,057,462.20	282.22
20	007F	FIREPROOFING	7,580.00			7,580.00	-	-	-	-	0.0%	7,580.00	-
21	07X	FIRESTOPPING	20,000.00			20,000.00	-	-	-	-	0.0%	20,000.00	-
22	08F	GLASS (Hopes Jamestown Painted Steel Storefront)	1,283,597.00			1,283,597.00	252,918.00	-	-	252,918.00	19.7%	1,030,679.00	25,291.80
23	08H	INTERIOR GLAZING	1,154,577.00		186,423.50	1,341,000.50	73,275.00	55,000.00	-	128,275.00	9.6%	1,212,725.50	12,827.50
24	08I	WINDOWS	740,395.00			740,395.00	-	-	-	-	0.0%	740,395.00	-
25	13C	FABRIC AWNINGS	12,000.00			12,000.00	-	-	-	-	0.0%	12,000.00	-
26	INTERIORS					-	-	-	-	-	#DIV/0!	-	-
27	04A	MASONRY- INTERIOR CAST STONE	250,000.00			250,000.00	-	-	-	-	0.0%	250,000.00	-
28	05A	INTERIORS ORNAMENTAL METALS	230,000.00			230,000.00	-	-	-	-	0.0%	230,000.00	-
29	06A	ROUGH CARPENTRY	211,677.00			211,677.00	-	-	-	-	0.0%	211,677.00	-
30	08D	DOORS, FRAMES, AND HARDWARE	1,606,746.00		(14,113.28)	1,592,632.72	22,680.84	12,097.75	-	34,778.59	2.2%	1,557,854.13	3,477.86
31	08R	SPECIAL DOORS	359,997.00			359,997.00	14,000.00	-	-	14,000.00	3.9%	345,997.00	1,400.00
32	08X	SMOKE CONTAINMENT BARRIER	13,353.00			13,353.00	-	-	-	-	0.0%	13,353.00	-
33	09A	METAL STUD FRAMING & DRYWALL / ACCOUSTICAL CEILINGS	3,717,093.00		(915.00)	3,716,178.00	189,593.26	171,500.10	-	361,093.36	9.7%	3,355,084.64	36,109.34
34	10A	SPECIALTIES	606,681.00			606,681.00	-	-	-	-	0.0%	606,681.00	-
35	10C	OPERABLE PARTITIONS	83,437.00			83,437.00	-	-	-	-	0.0%	83,437.00	-
36	11A	EQUIPMENT (PARKING LIFTS)	481,755.00			481,755.00	90,702.20	-	-	90,702.20	18.8%	391,052.80	9,070.22
37	13A	POOL	365,864.00		32,450.00	398,314.00	168,365.00	-	-	168,365.00	42.3%	229,949.00	16,836.50
38	14A	ELEVATORS	1,475,219.00			1,475,219.00	662,059.00	-	-	662,059.00	44.9%	813,160.00	66,205.90
39	14B	WHEEL CHAIR LIFT	15,000.00			15,000.00	-	-	-	-	0.0%	15,000.00	-
40													
41	MEP					-				-			
42	15B	HVAC & PLUMBING	8,018,142.00		59,200.00	8,077,342.00	2,314,383.13	724,824.69	-	3,039,207.82	37.6%	5,038,134.18	303,920.78
43	15D	FIRE PROTECTION	466,920.00			466,920.00	126,944.50	34,801.00	-	161,745.50	34.6%	305,174.50	16,174.55
44	16A	ELECTRICAL	3,963,792.00		40,137.86	4,003,929.86	835,286.47	229,320.00	-	1,064,606.47	26.6%	2,939,323.39	106,450.65
45	FINISHES									-			
46	06B	FINISH CARPENTRY & CUSTOM MILLWORK	2,105,485.00	-	-	2,105,485.00	-	-	-	-	0.0%	2,105,485.00	-
47	09B	FLOORING	397,147.00	-	(19,085.00)	378,062.00	-	-	-	-	0.0%	378,062.00	-
48	09D	PAINTING & WALLCOVER	619,814.00	-	11,480.00	631,294.00	-	-	-	-	0.0%	631,294.00	-
49	09E	STONE & HARD TILE	3,568,850.00	-	-	3,568,850.00	29,022.00	-	-	29,022.00	0.8%	3,539,828.00	2,902.20
50	OCO 1	RCO 1, RCO 4, RCO 5, RCO 6, RCO 8, RCO 10, RCO 12	-	274,953.15	(169,229.80)	105,723.35	-	-	-	-	0.0%	105,723.35	-
51	OCO 2	RCO 3, RCO 7, RCO 11, RCO 15, RCO 32,	-	60,241.74	(60,827.77)	(586.03)	-	-	-	-	0.0%	(586.03)	-
52	OCO 3	RCO 14, RCO 27R1, RCO 9R1, RCO 20R1	-	1,048,791.54	(63,918.54)	984,873.00	-	-	-	-	0.0%	984,873.00	-
53	OCO 4	RCO 17R1, RCO 40	-	12,874.68	(12,874.68)	-	-	-	-	-	#DIV/0!	-	-
54	OCO 5	RCO 22, RCO 28, RCO 33, RCO 47, RCO 50, RCO53, RCO 66, RCO 68, RCO 77, RCO 81		65,161.71	(170,311.57)	(105,149.86)	-	-	-	-	0	(105,149.86)	-
		SUBTOTAL	55,649,938.00	1,482,022.82	-	57,131,960.82	18,256,062.73	1,986,192.01	102,721.00	20,344,975.74	35.6%	36,786,985.08	2,034,497.57

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CONTINUATION SHEET

APPLICATION AND CERT TE FOR PAYMENT

taining Contractor's signed , is attached.

abulations below, amounts are ed to the nearest dollar.

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

ECT # 13026000

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

CONTINUATION G703

APPLICATION NL 18
PERIOD FROM 09/01/2016
PERIOD TO 09/30/2016

A	B	C				D	E	F	G	H	I	J
		COMMITMENT VALUES				WORK COMPLETED						
LINE	WORK DESCRIPTION	ORIGINAL AMOUNT	CHANGE ORDERS	BUDGET TRANSFERS	CURRENT AMOUNT	FROM PREVIOUS APPLICATION	THIS PERIOD	STORED MATERIALS	TOTAL COMPLETE AND STORED TO DATE (D + E)	% COMPLETE (F/C3)	BALANCE TO FINISH (C3 - F)	RETAINAGE
		-1-	-2-		-3-							
54	CONSTRUCTION CONTINGENCY (2.25%)	1,060,688.00	-	-	1,060,688.00	-	-	-	-	0.0%	1,060,688.00	-
55	SPECIALTY SPACE SUPERVISION - NBM	100,000.00	-	-	100,000.00	-	-	-	-	0.0%	100,000.00	-
56	GENERAL LIABILITY INSURANCE (1%)	595,280.00	16,906.95	-	612,186.95	612,186.95	-	-	612,186.95	100.0%	(0.00)	-
57	SUBGUARD (1.25%)	670,160.00	20,320.85	-	690,480.85	690,480.85		-	690,480.85	100.0%	(0.00)	-
	SUBTOTAL	58,076,066.00	1,519,250.61	-	59,595,316.61	19,658,730.53	1,986,192.01	102,721.00	21,647,643.54	36.3%	37,947,673.07	2,034,497.57
58	FEE (2.5%)	1,451,902.00	41,572.41		1,493,474.41	409,087.77	49,654.80		458,742.57	30.7%	1,034,731.84	45,874.26
	TOTAL CONSTRUCTION COST	59,527,968.00	1,560,823.02	-	61,088,791.02	19,967,818.30	2,035,846.81	102,721.00	22,106,386.11	36.2%	38,982,404.91	2,080,371.83
59	PRECONSTRUCTION FEE	66,779.00			66,779.00	66,779.00	-		66,779.00	100.0%	-	-
	TOTAL COST WITH PRECON	59,594,747.00	1,560,823.02	-	61,155,570.02	20,034,597.30	2,035,846.81	102,721.00	22,173,165.11	36.3%	38,982,404.91	2,080,371.83
60	BUYOUT REDUCTION CONTRIBUTION	(250,000.00)			(250,000.00)				-	0.0%	(250,000.00)	-
	GRAND TOTAL	59,344,747.00	1,560,823.02	-	60,905,570.02	20,034,597.30	2,035,846.81	102,721.00	22,173,165.11	36.4%	38,732,404.91	2,080,371.83

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Bernhart F ur Bentty

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

L6593

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

PROJECT: HOTEL AT MARION SQUARE

APPLICATION NO: 15

Distribution to:
X OWNER
X ARCHITECT
X INSPECTOR

FROM CONTRACTOR:
Lithko Contracting, LLC
P.O. BOX 270
MONROE, OH 45050

VIA ARCHITECT:

PERIOD TO: 9/30/2016

PROJECT NO: #13028000

CONTRACT FOR: CONCRETE

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	$ 7,019,990.00
2. Net change by Change Orders	$ 451,039.96
3. CONTRACT SUM TO DATE (Line 1 ± 2)	$ 7,471,029.96
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	$ 6,808,507.96
5. RETAINAGE:	$ 680,850.80
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$ 6,127,657.16
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$ 5,777,435.86
8. CURRENT PAYMENT DUE	$ 350,221.30
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$ 1,343,372.80

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$412,946.18	$0.00
Total approved this Month	$38,093.78	$0.00
TOTALS	$451,039.96	$0.00
NET CHANGES by Change Order	$451,039.96	

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

DISTRICT:

By: Beatrice Barnes — Date: 9/19/2016
BILLING COORDINATOR

DISTRICT:

By: _____ Date: _____

CONSTRUCTION MANAGER:

By: _____ Date: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT REQUESTED . . . . . $ 350,221.30

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

ARCHITECT:

By: _____ Date: _____

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

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

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CONTINUATION SHEET

AIA DOCUMENT G703

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

APPLICATION NO: 15
APPLICATION DATE: 9/19/2016
PERIOD TO: 9/30/2016

Balfour Beatty Project #3026000

I.6593

BID PACKAGE	CONTRACTOR	SCHEDULED VALUE	TOTAL CHANGE ORDERS	REVISED CONTRACT	WORK COMPLETED: FROM PREVIOUS APPLICATION (D+E+F)	WORK COMPLETED: THIS PERIOD (G+E)	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE 10%
1	Submittals	$ 20,000.00		20,000.00	20,000.00	-	-	20,000.00	100.00%	-	2,000.00
2	Mobilization	$ 90,890.00		90,890.00	90,890.00		-	90,890.00	100.00%	-	9,089.00
3	Rebar Materials	$ 815,000.00		815,000.00	779,586.00		-	779,586.00	95.65%	35,414.00	77,958.60
4	Post Tensioning	$ 276,000.00		276,000.00	236,000.00		-	236,000.00	85.51%	40,000.00	23,600.00
5	Curbing beam	$ 167,000.00		167,000.00	167,000.00	-	-	167,000.00	100.00%	-	16,700.00
6	Foundations	$ 760,000.00		760,000.00	760,000.00	-	-	760,000.00	100.00%	-	76,000.00
7	Slab on grade	$ 360,000.00		360,000.00	360,000.00	-	-	360,000.00	100.00%	-	36,000.00
8	Elevated Slab 1	$ 458,700.00		458,700.00	458,700.00		-	458,700.00	100.00%	-	45,870.00
9	Walls lift 1	$ 86,000.00		86,000.00	86,000.00		-	86,000.00	100.00%	-	8,600.00
10	Columns Lift 1	$ 66,000.00		66,000.00	66,000.00		-	66,000.00	100.00%	-	6,600.00
11	Elevated Slab 2	$ 462,000.00		462,000.00	462,000.00	-	-	462,000.00	100.00%	-	46,200.00
12	Walls lift 2	$ 106,000.00		106,000.00	106,000.00	-	-	106,000.00	100.00%	-	10,600.00
13	Columns Lift 2	$ 67,000.00		67,000.00	67,000.00	-	-	67,000.00	100.00%	-	6,700.00
14	Elevated Slab 3	$ 447,000.00		447,000.00	447,000.00		-	447,000.00	100.00%	-	44,700.00
15	Walls lift 3	$ 86,500.00		86,500.00	86,500.00	-	-	86,500.00	100.00%	-	8,650.00
16	Columns Lift 3	$ 57,000.00		57,000.00	57,000.00	-	-	57,000.00	100.00%	-	5,700.00
17	Elevated Slab 4	$ 370,250.00		370,250.00	370,250.00		-	370,250.00	100.00%	-	37,025.00
18	Walls lift 4	$ 67,000.00		67,000.00	67,000.00		-	67,000.00	100.00%	-	6,700.00
19	Columns Lift 4	$ 38,000.00		38,000.00	38,000.00		-	38,000.00	100.00%	-	3,800.00
20	Elevated Slab 5	$ 378,050.00		378,050.00	378,050.00		-	378,050.00	100.00%	-	37,805.00
21	Walls lift 5	$ 63,000.00		63,000.00	63,000.00		-	63,000.00	100.00%	-	6,300.00
22	Columns Lift 4	$ 38,000.00		38,000.00	38,000.00		-	38,000.00	100.00%	-	3,800.00
23	Elevated Slab 6	$ 374,050.00		374,050.00	374,050.00		-	374,050.00	100.00%	-	37,405.00
24	Walls lift 6	$ 58,000.00		58,000.00	58,000.00		-	58,000.00	100.00%	-	5,800.00
25	Columns Lift 6	$ 38,000.00		38,000.00	38,000.00		-	38,000.00	100.00%	-	3,800.00
26	Elevated Slab 7	$ 209,050.00		209,050.00	75,000.00	134,050.00	-	209,050.00	100.00%	-	20,905.00
27	Walls lift 7	$ 58,000.00		58,000.00	43,500.00	14,500.00	-	58,000.00	100.00%	-	5,800.00
28	Columns Lift 7	$ 38,000.00		38,000.00	28,500.00	9,500.00	-	38,000.00	100.00%	-	3,800.00
29	Elevated Slab 8	$ 209,050.00		209,050.00		20,000.00	-	20,000.00	9.57%	189,050.00	2,000.00
30	Walls lift 8	$ 53,000.00		53,000.00		30,000.00	-	30,000.00	56.60%	23,000.00	3,000.00
31	Columns Lift 8	$ 33,000.00		33,000.00		17,991.00	-	17,991.00	54.52%	15,009.00	1,799.10
32	Elevated Slab 9	$ 209,050.00		209,050.00			-	-	0.00%	209,050.00	-
33	Walls lift 9	$ 53,000.00		53,000.00			-	-	0.00%	53,000.00	-
34	Columns Lift 9	$ 33,000.00		33,000.00			-	-	0.00%	33,000.00	-
35	Formwork Rental for August & September	$ 125,000.00		125,000.00		125,000.00		125,000.00	100.00%	-	12,500.00
36	Stairs	$ 50,000.00		50,000.00	18,000.00		-	18,000.00	36.00%	32,000.00	1,800.00
37	Toppings and Pads	$ 40,000.00		40,000.00	40,000.00		-	40,000.00	100.00%	-	4,000.00
38	SOMC	$ 20,000.00		20,000.00			-	-	0.00%	20,000.00	-
39	Punch	$ 140,400.00		140,400.00	127,401.00		-	127,401.00	90.74%	12,999.00	12,740.10

AIA DOCUMENT G703 CONTINUATION SHEET FOR APPLICATION AND CERTIFICATION FOR PAYMENT AIA, the AIA Logo, and AMERICAN INSTITUTE OF ARCHITECTS 1735 NEW YORK AVENUE, N.W. WASHINGTON D.C. 20006-5292

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CONTINUATION SHEET

AIA DOCUMENT G703

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

APPLICATION NO: 15
APPLICATION DATE: 9/10/2016
PERIOD TO: 9/30/2016

Balfour Beatty Project 13626000

L6593

BID PACKAGE #	CONTRACTOR	SCHEDULED VALUE	TOTAL CHANGE ORDERS	REVISED CONTRACT	WORK COMPLETED: FROM PREVIOUS APPLICATION (D+E+F)	WORK COMPLETED: THIS PERIOD (E - B)	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
40	CO #1	$ -	8,998.75	8,998.75	8,998.75	-		8,998.75	100.00%	-	899.88
41	CO #2		20,000.00	20,000.00	20,000.00	-		20,000.00	100.00%	-	2,000.00
42	CO #3		25,000.00	25,000.00	25,000.00	-		25,000.00	100.00%	-	2,500.00
43	CO #4		9,939.79	9,939.79	9,939.79	-		9,939.79	100.00%	-	993.98
44	CO #5		3,749.32	3,749.32	3,749.32	-		3,749.32	100.00%	-	374.93
45	CO #6		7,975.46	7,975.46	7,975.46	-		7,975.46	100.00%	-	797.55
46	CO#7		25,000.00	25,000.00	25,000.00	-		25,000.00	100.00%	-	2,500.00
47	CO #8		50,000.00	50,000.00	50,000.00	-		50,000.00	100.00%	-	5,000.00
48	CO #9		30,422.49	30,422.49	30,422.49	-		30,422.49	100.00%	-	3,042.25
49	CO #10		50,000.00	50,000.00	50,000.00	-		50,000.00	100.00%	-	5,000.00
50	CO #11		40,103.98	40,103.98	40,103.98	-		40,103.98	100.00%	-	4,010.40
51	CO #12		50,000.00	50,000.00	50,000.00	-		50,000.00	100.00%	-	5,000.00
52	CO #13		43,700.35	43,700.35	43,700.35	-		43,700.35	100.00%	-	4,370.04
53	CO #14		8,056.04	8,056.04	8,056.04	-		8,056.04	100.00%	-	805.60
54	CO #15		-	-				-	0.00%	-	-
55	CO #16		40,000.00	40,000.00	40,000.00			40,000.00	100.00%	-	4,000.00
56	CO #17		-	-	-			-	100.00%	-	-
57	CO #18		2,937.00	2,937.00		2,937.00		2,937.00	100.00%	-	293.70
58	CO #19		4,686.08	4,686.08		4,686.08		4,686.08	100.00%	-	468.61
59	CO #20		30,470.70	30,470.70		30,470.70		30,470.70	100.00%	-	3,047.07
				-			-	-	0.00%	-	-
	GRAND TOTALS	7,019,990.00	451,039.96	7,471,029.96	6,419,373.18	389,134.78	0.00	6,808,507.96	96.99%	662,522.00	680,850.80

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L6593

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

KNOW ALL MEN BY THESE PRESENTS:

That LITHKO CONTRACTING, LLC (the "Lienor") for and in consideration of the payment of the sum of $ 350,221.30 and other good and valuable consideration paid by Balfour Beatty Construction, LLC (the "Contractor") or Library Associates, LLC ("Owner"), ~~receipt of which is hereby acknowledged~~, hereby releases, waives and quit claims to Contractor, the Owner, and their respective successors and assigns, all liens, lien rights, claims or demands of any kind whatsoever, which Lienor now has or might have against Contractor and/or Owner and/or the buildings and improvements on the premises legally described as: See Exhibit "A" attached hereto (the "Property") on account of labor and services performed and/or material furnished for the construction of any improvements thereon; except for retention, and open change order requests, claims or disputes identified as follows:

NONE

That the undersigned has the right and authority to execute this Conditional Partial Waiver and Release of Lien on behalf of the Lienor. That this is a waiver of all lien rights and other claims which Lienor has against the Property, the Contractor, and the Owner for all labor, material and services performed thereon, including all extras and change orders, that all laborers retained or employed by the Lienor for construction of improvements on the Property, all suppliers and sub-contractors of Lienor who have furnished labor, material and services for the undersigned for the construction of improvements on the Property, and all labor, services and materials used by the undersigned in the construction of said improvements, ~~have been~~ *will be* paid in full for work performed or materials supplied, up to and including the 30TH day of SEPTEMBER, 2016, excluding the items identified hereinabove, if any.

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

IN WITNESS THEREOF, I have hereunto set my hand seal this 29TH day of SEPTEMBER, 2016.

Signed, sealed and delivered
in the presence of:

Amanda Oliver
Signature

Amanda Oliver
Billing Coordinator
Print Name & Title

LITHKO CONTRACTING, LLC
a corporation

Rosetta Barnes
Signature

ROSETTA BARNES, BILLING COORDINATOR
Print Name & Title

STATE OF OHIO

COUNTY OF WARREN

The foregoing instrument was acknowledged before me this 29TH day of SEPTEMBER, 2016, by ROSETTA BARNES, BILLING COORDINATOR of LITHKO CONTRACTING, LLC, a corporation on, on behalf of the corporation. He/she is personally known to me or has produced N/A (type of identification) as identification.

NOTARY PUBLIC STATE OF OHIO
TRACEY L. ABRAMS
Notary Public, State of Ohio
My Commission Expires
June 23, 2017
Commission # 2012-RE-418365

My Commission Expires:

Tracey Abrams
NOTARY PUBLIC, STATE OF OHIO

DEFENDANT LIBRARY ASSOCIATES, LLC'S

TRIAL EXHIBIT #70

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APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

OWNER	LIBRARY ASSOCIATES, LLC. 17 Lockwood Drive, Suite 400 Charleston, SC 29401	PROJECT	THE HOTEL AT MARION SQUARE 404 KING STREET CHARLESTON, SC 29403	APPLICATION PERIOD FROM PERIOD TO	19 10/01/2016 10/31/2016
CONTRACTOR ADDRESS	Balfour Beatty Construction, LLC 1930 Camden Rd Charlotte, NC 28203	ARCHITECT ADDRESS	WINFORD LINDSAY ARCHITECT 344 West Pike Street Lawrenceville, GA 30046	VENDOR #: ARCHITECT'S PROJECT NO	
CONTRACT	THE HOTEL AT MARION SQUARE (Project #13026000)	PHONE #	770-407-5796		

DISTRIBUTION TO:

- [X] OWNER
- [X] CONTRACTOR
- [X] ARCHITECT
- [ ] ENGINEERS

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

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY			
Change Orders approved in previous months by Owner		ADDITIONS	DEDUCTIONS
	TOTAL	$ 1,560,823.02	
Approved this Month			
No.	Date Approved		
		$ -	
	TOTALS	$ -	$ -
Net change by Change Order:		$ 1,560,823.02	

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

CONTRACTOR: **Balfour Beatty Construction, LLC.**

By: Nick R. Starcevic PM Date: 11/14/16

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

1. ORIGINAL CONTRACT SUM			$ 59,344,747.00
2. Net change by Change Orders			$ 1,560,823.02
3. CONTRACT SUM TO DATE (Line 1 + 2)			$ 60,905,570.02
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)			$ 24,725,112.26
5. RETAINAGE:			
a.	10 % of Completed Work	$ 2,287,643.33	
b.	10 % of Stored Materials	$ 47,923.22	
Total Retainage (Line 5a + 5b or Total in Column J of G703)			$ 2,335,566.55
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)			$ 22,389,545.72
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)			$ 20,092,793.28
8. CURRENT PAYMENT DUE			$ 2,296,752.44
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)			$ 38,516,024.30

State of: South Carolina County of: Charleston

Subscribed and sworn to before me this 14th day of November 2016

Notary Public: Emily Wheeler

My commission expires: 04-04-2022

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED $ 2,296,752.44

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

ARCHITECT: WINFORD LINDSAY ARCHITECT

By: J. Faulkenberry Date: 11.15.16

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

G702-1983

EXHIBIT 9
WIT: Litko 30(b)(6)
DATE: 8.27.21
TAURA J. VULCANO, RPR

EMILY WHEELER
Notary Public - State of South Carolina
My Commission Expires April 4, 2022

EXHIBIT Dft 70
ALL-STATE LEGAL®

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CONTINUATION SHEET

APPLICATION AND CERT TE FOR PAYMENT

containing Contractor's signed , is attached.

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

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

ECT # 13026000

ECT THE HOTEL AT MARION SQUARE
CHARLESTON, SC

0 LIBRARY ASSOCIATES, LLC.

CONTINUATION G703

APPLICATION NU 19

PERIOD F. 10/01/2016

PERIOD TO 10/31/2016

A	B		C				D	E	F	G	H	I	J
			COMMITMENT VALUES				WORK COMPLETED						
LINE		WORK DESCRIPTION	ORIGINAL AMOUNT	CHANGE ORDERS	BUDGET TRANSFERS	CURRENT AMOUNT	FROM PREVIOUS APPLICATION	THIS PERIOD	STORED MATERIALS	TOTAL COMPLETE AND STORED TO DATE (D + E)	% COMPLETE (F/C3)	BALANCE TO FINISH (C3 - F)	RETAINAGE
			-1-	-2-		-3-							
1	G/C'S	GENERAL CONDITIONALS (28 months)	3,216,855.00		2,447.00	3,219,302.00	2,067,978.24	114,887.68	-	2,182,865.92	67.8%	1,036,436.08	218,286.59
2						-	-	-	-	-	-	-	-
3		SUBCONTRACTS / COST OF WORK				-	-	-	-	-	-	-	-
4	GENERAL					-	-	-	-	-	-	-	-
5	00A	STAGING AND LOGISTICS	821,074.00			821,074.00	347,689.40	5,866.22	-	353,555.62	43.1%	467,518.38	35,355.56
6	01A	GENERAL TRADES	875,833.00			875,833.00	-	-	-	-	0.0%	875,833.00	-
7	SITE					-	-	-	-	-		-	-
8	02A	SITEWORK	1,632,494.00		(16,766.05)	1,615,727.95	1,349,944.53	-	-	1,349,944.53	83.6%	265,783.42	134,994.45
9	02J	HARDSCAPE, LANDSCAPE & IRRIGATION	317,316.00			317,316.00	-	-	-	-	0.0%	317,316.00	-
10	02K	SITE DEMOLTION ALLOWANCE	80,000.00			80,000.00	57,509.27	-	-	57,509.27	71.9%	22,490.73	5,750.93
11	STRUCTURE					-	-	-	-	-		-	-
12	02L	DEEP FOUNDATIONS	2,228,614.00			2,228,614.00	1,778,278.00	-	-	1,778,278.00	79.8%	450,336.00	177,827.80
13	03A	CAST-IN-PLACE CONCRETE	7,337,895.00		52,119.71	7,390,014.71	6,808,507.96	407,131.50	-	7,215,639.46	97.6%	174,375.25	721,563.95
14	04A	MASONRY- CMU & CAST STONE	2,378,350.00		(13,022.74)	2,365,327.26	526,500.00	169,774.00	-	696,274.00	29.4%	1,669,053.26	69,627.40
15	05A	MISC. METALS	2,474,750.00		22,097.00	2,496,847.00	701,120.00	2,400.00	3,000.00	706,520.00	28.3%	1,790,327.00	70,652.00
16	SHELL					-	-	-	-	-		-	-
17	07A	ROOFING	655,698.00			655,698.00	229,850.00	-	-	229,850.00	26.9%	625,848.00	22,985.00
18	07B	WATERPROOFING/ CAULKING	742,900.00		7,463.00	750,363.00	468,003.24	-	-	468,003.24	62.4%	282,359.76	46,800.32
19	07E	STUCCO	913,038.00		147,246.36	1,060,284.36	2,822.16	-	-	2,822.16	0.3%	1,057,462.20	282.22
20	007F	FIREPROOFING	7,580.00			7,580.00	-	-	-	-	0.0%	7,580.00	-
21	07X	FIRE STOPPING	20,000.00			20,000.00	-	-	-	-	0.0%	20,000.00	-
22	08F	GLASS (Hopes Jamestown Painted Steel Storefront)	1,283,597.00			1,283,597.00	252,918.00	-	-	252,918.00	19.7%	1,030,679.00	25,291.80
23	08H	INTERIOR GLAZING	1,154,577.00		186,423.50	1,341,000.50	128,275.00	-	-	128,275.00	9.6%	1,212,725.50	12,827.50
24	08I	WINDOWS	740,395.00			740,395.00	-	-	-	-	0.0%	740,395.00	-
25	13C	FABRIC AWNINGS	12,000.00			12,000.00	-	-	-	-	0.0%	12,000.00	-
26	INTERIORS					-	-	-	-	-	#DIV/0!	-	-
27	04A	MASONRY- INTERIOR CAST STONE	250,000.00			250,000.00	-	-	-	-	0.0%	250,000.00	-
28	05A	INTERIORS ORNAMENTAL METALS	230,000.00			230,000.00	-	-	-	-	0.0%	230,000.00	-
29	06A	ROUGH CARPENTRY	211,677.00			211,677.00	-	-	-	-	0.0%	211,677.00	-
30	08D	DOORS, FRAMES, AND HARDWARE	1,606,746.00		(14,113.28)	1,592,632.72	34,778.59	13,562.50	-	48,341.09	3.0%	1,544,291.63	4,834.11
31	08R	SPECIAL DOORS	359,997.00			359,997.00	14,000.00	-	-	14,000.00	3.9%	345,997.00	1,400.00
32	08X	SMOKE CONTAINMENT BARRIER	13,353.00			13,353.00	-	-	-	-	0.0%	13,353.00	-
33	09A	METAL STUD FRAMING & DRYWALL / ACCOUSTICAL CEILINGS	3,717,093.00		(915.00)	3,716,178.00	361,093.36	223,793.20	-	584,886.56	15.7%	3,131,291.44	58,488.66
34	10A	SPECIALTIES	606,681.00			606,681.00	-	-	-	-	0.0%	606,681.00	-
35	10C	OPERABLE PARTITIONS	83,437.00			83,437.00	-	-	-	-	0.0%	83,437.00	-
36	11A	EQUIPMENT (PARKING LIFTS)	481,755.00			481,755.00	90,702.20	-	-	90,702.20	18.8%	391,052.80	9,070.22
37	11B	KITCHEN EQUIPMENT	-	-	984,873.00	984,873.00	-	87,065.83	-	87,065.83	8.8%	897,807.17	8,706.58
38	13A	POOL	365,864.00		32,450.00	398,314.00	168,365.00	-	-	168,365.00	42.3%	229,949.00	16,836.50
39	14A	ELEVATORS	1,475,219.00			1,475,219.00	662,059.00	-	-	662,059.00	44.9%	813,160.00	66,205.90
40	14B	WHEEL CHAIR LIFT	15,000.00			15,000.00	-	-	-	-	0.0%	15,000.00	-
41													
42	MEP					-				-			
43	15B	HVAC & PLUMBING	8,018,142.00		59,200.00	8,077,342.00	3,039,207.82	653,031.00	-	3,692,238.82	45.7%	4,385,103.18	369,223.88
44	15D	FIRE PROTECTION	466,920.00			466,920.00	161,745.50	75,044.00	-	236,789.50	50.7%	230,130.50	23,678.95
45	16A	ELECTRICAL	3,963,792.00		40,137.86	4,003,929.86	1,064,608.47	258,556.00	132,302.20	1,455,464.67	36.4%	2,548,465.19	145,546.47
46	FINISHES									-			
47	06B	FINISH CARPENTRY & CUSTOM MILLWORK	2,105,485.00	-	-	2,105,485.00	-	6,863.00	36,939.00	43,802.00	2.1%	2,061,683.00	4,380.20
48	09G	FLOORING	397,147.00	-	(19,085.00)	378,062.00	-	-	-	-	0.0%	378,062.00	-
49	09D	PAINTING & WALLCOVER	619,814.00	-	11,480.00	631,294.00	-	-	-	-	0.0%	631,294.00	-
50	09E	STONE & HARD TILE	3,568,850.00	-	-	3,568,850.00	29,022.00	4,186.00	306,991.00	340,199.00	9.5%	3,228,651.00	34,019.90
51	OCO 1	RCO 1, RCO 4, RCO 5, RCO 6, RCO 8, RCO 10, RCO 12	-	274,953.15	(169,229.80)	105,723.35	-	-	-	-	0.0%	105,723.35	-
52	OCO 2	RCO 3, RCO 7, RCO 11, RCO 15, RCO 32,	-	80,241.74	(80,827.77)	(586.03)	-	-	-	-	0.0%	(586.03)	-
53	OCO 3	RCO 14, RCO 27R1, RCO 9R1, RCO 20R1	-	1,048,791.54	(1,048,791.54)	-	-	-	-	-	#DIV/0!	-	-
54	OCO 4	RCO 17R1, RCO 40	-	12,874.68	(12,874.68)	-	-	-	-	-	#DIV/0!	-	-
55	OCO 5	RCO 22, RCO 28, RCO 33, RCO 47, RCO 50, RCO53, RCO 66, RCO 68, RCO 77, RCO 81		65,161.71	(170,311.57)	(105,149.86)	-	-	-	-	0	(105,149.86)	-
		SUBTOTAL	55,649,938.00	1,482,022.82	-	57,131,960.82	20,344,975.74	2,022,160.93	479,232.20	22,846,368.87	40.0%	34,285,591.95	2,284,636.89

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CONTINUATION SHEET
APPLICATION AND CERT TE FOR PAYMENT
containing Contractor's signed , is attached.
In tabulations below, amounts are ed to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

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

CONTINUATION G703

APPLICATION NU 19
PERIOD F 10/01/2016
PERIOD TO 10/31/2016

A	B	C				D	E	F	G	H	I	J
		COMMITMENT VALUES				WORK COMPLETED						
LINE	WORK DESCRIPTION	ORIGINAL AMOUNT	CHANGE ORDERS	BUDGET TRANSFERS	CURRENT AMOUNT	FROM PREVIOUS APPLICATION	THIS PERIOD	STORED MATERIALS	TOTAL COMPLETE AND STORED TO DATE (D + E)	% COMPLETE (F/C3)	BALANCE TO FINISH (C3 - F)	RETAINAGE
		-1-	-2-		-3-							
54	CONSTRUCTION CONTINGENCY (2.25%)	1,060,688.00	-	-	1,060,688.00	-	-	-	-	0.0%	1,060,688.00	-
55	SPECIALTY SPACE SUPERVISION - NBM	100,000.00	-	-	100,000.00	-	-	-	-	0.0%	100,000.00	-
56	GENERAL LIABILITY INSURANCE (1%)	595,280.00	16,906.95	-	612,186.95	612,186.95	-	-	612,186.95	100.0%	(0.00)	-
57	SUBGUARD (1.25%)	670,160.00	20,320.85	-	690,480.85	690,480.85		-	690,480.85	100.0%	(0.00)	-
	SUBTOTAL	58,076,066.00	1,519,250.61	-	59,595,316.61	21,647,643.54	2,022,160.93	479,232.20	24,149,036.67	40.5%	35,446,279.94	2,284,636.89
58	FEE (2.5%)	1,451,902.00	41,572.41		1,493,474.41	458,742.57	50,554.02		509,296.59	34.1%	984,177.82	50,929.66
	TOTAL CONSTRUCTION COST	59,527,968.00	1,560,823.02	-	61,088,791.02	22,106,386.11	2,072,714.95	479,232.20	24,658,333.26	40.4%	36,430,457.76	2,335,566.55
59	PRECONSTRUCTION FEE	66,779.00			66,779.00	66,779.00	-		66,779.00	100.0%	-	-
	TOTAL COST WITH PRECON	59,594,747.00	1,560,823.02	-	61,155,570.02	22,173,165.11	2,072,714.95	479,232.20	24,725,112.26	40.4%	36,430,457.76	2,335,566.55
60	BUYOUT REDUCTION CONTRIBUTION	(250,000.00)			(250,000.00)				-	0.0%	(250,000.00)	-
	GRAND TOTAL	59,344,747.00	1,560,823.02	-	60,905,570.02	22,173,165.11	2,072,714.95	479,232.20	24,725,112.26	40.6%	36,180,457.76	2,335,566.55

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Barnhart / ır Beatty

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

L6593

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

PROJECT: **HOTEL AT MARION SQUARE**

APPLICATION NO: **16**

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

FROM CONTRACTOR:
Lithko Contracting, LLC
P.O. BOX 270
MONROE, OH 45050

VIA ARCHITECT:

PERIOD TO: **10/31/2016**

PROJECT NO: **#13026000**

CONTRACT FOR: CONCRETE

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	$ 7,019,990.00
2. Net change by Change Orders	$ 451,039.96
3. CONTRACT SUM TO DATE (Line 1 ± 2)	$ 7,471,029.96
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	$ 7,215,639.46
5. RETAINAGE:	$ 721,563.95
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$ 6,494,075.51
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$ 6,127,657.16
8. CURRENT PAYMENT DUE	$ 366,418.35
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$ 976,954.45

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$412,946.18	$0.00
Total approved this Month	$38,093.78	$0.00
TOTALS	$451,039.96	$0.00
NET CHANGES by Change Order	$451,039.96	

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

DISTRICT:
By: Rosetta Barnes — 10/20/2016
BILLING COORDINATOR — Date:

DISTRICT:
By: _____ Date: _____

CONSTRUCTION MANAGER:
By: _____ Date: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT REQUESTED ..... $ 366,418.35

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

ARCHITECT:

By: _____ Date: _____

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

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

ELECTRONICALLY FILED - 2023 May 16 11:02 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CONTINUATION SHEET

AIA DOCUMENT G703

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

APPLICATION NO: 16
APPLICATION DATE: 10/20/2016
PERIOD TO: 10/31/2016

L6593

Balfour Beatty Project 13026000

BID PACKAGE #	CONTRACTOR	SCHEDULED VALUE	TOTAL CHANGE ORDERS	REVISED CONTRACT	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E+F)	WORK COMPLETED THIS PERIOD (N - E)	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE 10%
1	Submittals	$ 20,000.00		20,000.00	20,000.00	-	-	20,000.00	100.00%	-	2,000.00
2	Mobilization	$ 90,890.00		90,890.00	90,890.00		-	90,890.00	100.00%	-	9,089.00
3	Rebar Materials	$ 815,000.00		815,000.00	779,586.00		-	779,586.00	95.65%	35,414.00	77,958.60
4	Post Tensioning	$ 276,000.00		276,000.00	236,000.00		-	236,000.00	85.51%	40,000.00	23,600.00
5	Capping beam	$ 167,000.00		167,000.00	167,000.00	-	-	167,000.00	100.00%	-	16,700.00
6	Foundations	$ 760,000.00		760,000.00	760,000.00	-	-	760,000.00	100.00%	-	76,000.00
7	Slab on grade	$ 360,000.00		360,000.00	360,000.00	-	-	360,000.00	100.00%	-	36,000.00
8	Elevated Slab 1	$ 458,700.00		458,700.00	458,700.00		-	458,700.00	100.00%	-	45,870.00
9	Walls lift 1	$ 86,000.00		86,000.00	86,000.00		-	86,000.00	100.00%	-	8,600.00
10	Columns Lift 1	$ 66,000.00		66,000.00	66,000.00		-	66,000.00	100.00%	-	6,600.00
11	Elevated Slab 2	$ 462,000.00		462,000.00	462,000.00	-	-	462,000.00	100.00%	-	46,200.00
12	Walls lift 2	$ 106,000.00		106,000.00	106,000.00	-	-	106,000.00	100.00%	-	10,600.00
13	Columns Lift 2	$ 67,000.00		67,000.00	67,000.00	-	-	67,000.00	100.00%	-	6,700.00
14	Elevated Slab 3	$ 447,000.00		447,000.00	447,000.00		-	447,000.00	100.00%	-	44,700.00
15	Walls lift 3	$ 86,500.00		86,500.00	86,500.00	-	-	86,500.00	100.00%	-	8,650.00
16	Columns Lift 3	$ 57,000.00		57,000.00	57,000.00	-	-	57,000.00	100.00%	-	5,700.00
17	Elevated Slab 4	$ 370,250.00		370,250.00	370,250.00		-	370,250.00	100.00%	-	37,025.00
18	Walls lift 4	$ 67,000.00		67,000.00	67,000.00		-	67,000.00	100.00%	-	6,700.00
19	Columns Lift 4	$ 38,000.00		38,000.00	38,000.00		-	38,000.00	100.00%	-	3,800.00
20	Elevated Slab 5	$ 378,050.00		378,050.00	378,050.00		-	378,050.00	100.00%	-	37,805.00
21	Walls lift 5	$ 63,000.00		63,000.00	63,000.00		-	63,000.00	100.00%	-	6,300.00
22	Columns Lift 4	$ 38,000.00		38,000.00	38,000.00		-	38,000.00	100.00%	-	3,800.00
23	Elevated Slab 6	$ 374,050.00		374,050.00	374,050.00		-	374,050.00	100.00%	-	37,405.00
24	Walls lift 6	$ 58,000.00		58,000.00	58,000.00		-	58,000.00	100.00%	-	5,800.00
25	Columns Lift 6	$ 38,000.00		38,000.00	38,000.00		-	38,000.00	100.00%	-	3,800.00
26	Elevated Slab 7	$ 209,050.00		209,050.00	209,050.00		-	209,050.00	100.00%	-	20,905.00
27	Walls lift 7	$ 58,000.00		58,000.00	58,000.00		-	58,000.00	100.00%	-	5,800.00
28	Columns Lift 7	$ 38,000.00		38,000.00	38,000.00		-	38,000.00	100.00%	-	3,800.00
29	Elevated Slab 8	$ 209,050.00		209,050.00	20,000.00	189,050.00	-	209,050.00	100.00%	-	20,905.00
30	Walls lift 8	$ 53,000.00		53,000.00	30,000.00	23,000.00	-	53,000.00	100.00%	-	5,300.00
31	Columns Lift 8	$ 33,000.00		33,000.00	17,991.00	15,009.00	-	33,000.00	100.00%	-	3,300.00
32	Elevated Slab 9	$ 209,050.00		209,050.00		94,072.50	-	94,072.50	45.00%	114,977.50	9,407.25
33	Walls lift 9	$ 53,000.00		53,000.00		53,000.00	-	53,000.00	100.00%	-	5,300.00
34	Columns Lift 9	$ 33,000.00		33,000.00		33,000.00	-	33,000.00	100.00%	-	3,300.00
35	Formwork Rental for August & September	$ 125,000.00		125,000.00	125,000.00			125,000.00	100.00%	-	12,500.00
36	Stairs	$ 50,000.00		50,000.00	18,000.00		-	18,000.00	36.00%	32,000.00	1,800.00
37	Toppings and Pads	$ 40,000.00		40,000.00	40,000.00		-	40,000.00	100.00%	-	4,000.00
38	SOMD	$ 20,000.00		20,000.00			-	-	0.00%	20,000.00	-
39	Punch	$ 140,400.00		140,400.00	127,401.00		-	127,401.00	90.74%	12,999.00	12,740.10

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Barnhart P Beatty

CONTINUATION SHEET

AIA DOCUMENT G703

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

APPLICATION NO: 16
APPLICATION DATE: 10/20/2016
PERIOD TO: 10/31/2016

L6593

Balfour Beatty Project 13026000

BID PACKAGE #	CONTRACTOR	SCHEDULED VALUE	TOTAL CHANGE ORDERS	REVISED CONTRACT	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E+F)	WORK COMPLETED THIS PERIOD (II - E)	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE 10%
40	CO #1	$ -	8,998.75	8,998.75	8,998.75	-		8,998.75	100.00%	-	899.88
41	CO #2		20,000.00	20,000.00	20,000.00	-		20,000.00	100.00%	-	2,000.00
42	CO #3		25,000.00	25,000.00	25,000.00	-		25,000.00	100.00%	-	2,500.00
43	CO #4		9,939.79	9,939.79	9,939.79	-		9,939.79	100.00%	-	993.98
44	CO #5		3,749.32	3,749.32	3,749.32	-		3,749.32	100.00%	-	374.93
45	CO #6		7,975.46	7,975.46	7,975.46	-		7,975.46	100.00%	-	797.55
46	CO#7		25,000.00	25,000.00	25,000.00	-		25,000.00	100.00%	-	2,500.00
47	CO #8		50,000.00	50,000.00	50,000.00	-		50,000.00	100.00%	-	5,000.00
48	CO #9		30,422.49	30,422.49	30,422.49	-		30,422.49	100.00%	-	3,042.25
49	CO #10		50,000.00	50,000.00	50,000.00	-		50,000.00	100.00%	-	5,000.00
50	CO #11		40,103.98	40,103.98	40,103.98	-		40,103.98	100.00%	-	4,010.40
51	CO #12		50,000.00	50,000.00	50,000.00	-		50,000.00	100.00%	-	5,000.00
52	CO #13		43,700.35	43,700.35	43,700.35	-		43,700.35	100.00%	-	4,370.04
53	CO #14		8,056.04	8,056.04	8,056.04	-		8,056.04	100.00%	-	805.60
54	CO #15		-	-				-	0.00%	-	-
55	CO #16		40,000.00	40,000.00	40,000.00			40,000.00	100.00%	-	4,000.00
56	CO #17		-	-	-			-	100.00%	-	-
57	CO #18		2,937.00	2,937.00	2,937.00			2,937.00	100.00%	-	293.70
58	CO #19		4,686.08	4,686.08	4,686.08			4,686.08	100.00%	-	468.61
59	CO #20		30,470.70	30,470.70	30,470.70			30,470.70	100.00%	-	3,047.07
				-			-	-	0.00%	-	-
	GRAND TOTALS	7,019,990.00	451,039.96	7,471,029.96	6,808,507.96	407,131.50	0.00	7,215,639.46	102.79%	255,390.50	721,563.95

AIA DOCUMENT G703 CONTINUATION SHEET FOR G702 THIRD EDITION AIA ©1992
THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W. WASHINGTON, D.C. 20006-5292

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L6593

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

KNOW ALL MEN BY THESE PRESENTS:

That LITHKO CONTRACTING, LLC (the "Lienor") for and in consideration of the payment of the sum of $ 366,418.35 and other good and valuable consideration paid by Balfour Beatty Construction, LLC (the "Contractor") or Library Associates, LLC ("Owner"), ~~receipt of which is hereby acknowledged~~, hereby releases, waives and quit claims to Contractor, the Owner, and their respective successors and assigns, all liens, lien rights, claims or demands of any kind whatsoever, which Lienor now has or might have against Contractor and/or Owner and/or the buildings and improvements on the premises legally described as: See Exhibit "A" attached hereto (the "Property") on account of labor and services performed and/or material furnished for the construction of any improvements thereon, except for retention, and open change order requests, claims or disputes identified as follows:
PENDING CHANGE ORDERS

That the undersigned has the right and authority to execute this Conditional Partial Waiver and Release of Lien on behalf of the Lienor. That this is a waiver of all lien rights and other claims which Lienor has against the Property, the Contractor, and the Owner for all labor, material and services performed thereon, including all extras and change orders, that all laborers retained or employed by the Lienor for construction of improvements on the Property, all suppliers and sub-contractors of Lienor who have furnished labor, material and services for the undersigned for the construction of improvements on the Property, and all labor, services and materials used by the undersigned in the construction of said improvements, ~~have been~~ *will be* paid in full for work performed or materials supplied, up to and including the 31ST day of OCTOBER, 2016, excluding the items identified hereinabove, if any.

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

IN WITNESS THEREOF, I have hereunto set my hand seal this 20TH day of OCTOBER, 2016.

Signed, sealed and delivered
in the presence of:

Signature

Anita Bucheit Rieman
Print Name & Title AR ASST. MNGR.

LITHKO CONTRACTING, LLC
a corporation

Signature

ROSETTA BARNES, BILLING COORDINATOR
Print Name & Title

STATE OF OHIO

COUNTY OF WARREN

The foregoing instrument was acknowledged before me this 20TH day of OCTOBER, 2016, by ROSETTA BARNES, BILLING COORDINATOR of LITHKO CONTRACTING, LLC, a corporation on, on behalf of the corporation. He/she is personally known to me or has produced N/A (type of identification) as identification.

NOTARY PUBLIC STATE OF OHIO
TRACEY L. ABRAMS
Notary Public, State of Ohio
My Commission Expires
June 23, 2017
Commission # 2012-RE-419065

My Commission Expires:

NOTARY PUBLIC, STATE OF OHIO

Balfour Beatty
Construction

TIER RELEASE SCHEDULE

Job Name	Hotel at Marion Square
Job #	13026000
Lithko #	L6593
Date Prepared:	10/20/2016

PRIME SUB'S NAME	LITHKO CONTRACTING, LLC
Attachment for Pay Req #:	16
for Month Ending:	10/31/2016

A	B	C	D	E	F		G	H	I	J		K
Subcontractors/Suppliers List all subs or suppliers who will perform work for this contract. List Address & Phone Number	Indicate if tier is based in county of Project	Notice to Owner Filed?(NTO) (Yes/No)	Date NTO Filed:	Bonded Sub? (Yes/No)	Has tier billed for work to date? select: (Yes/No)		Cumulative dollar amount tier billed for work/materials to date:	Tier's most recent invoice is dated through:	Tier's most recent release is dated through: *(as noed on releases)*	Tier's most recent release is PARTIAL or FINAL? Select One		Comments:
SAMPLE TIER 123 Example Dr. Somewhere, NC 27607 919-834-1234	*yes - PIT*	*NO*	*N/A*		*YES*	*NO*	*$12,123.00*	*4/27/2010*	*3/31/2010*	*PARTIAL*	*FINAL*	*thru March 2010*
Charleston Concrete PO Box 21909; Charleston, SC 29413 843-744-2567					YES		$1,060,318.82	9/30/2016		PARTIAL		thru September 2016
CMC Rebar 2105 South Beltline Blvd Columbia, SC 29202 803-227-7823					YES		$702,102.48	9/29/2016		PARTIAL		thru September 2016
Tendon Systems 1255 Buford Hwy Suite 204 Suwanee, GA 30024 678-835-1100					YES		$249,735.28	9/29/2016		PARTIAL		thru September 2016
East Coast Rebar, Inc. P.O. Box 351 Rutberordton, NC 28139					YES		$329,752.75	9/21/2016		PARTIAL		thru September 2016

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LETTER OF TRANSMITTAL

Lithko CONTRACTING, LLC

DATE: October 20, 2016

TO: BALFOUR BEATTY
1930 CAMDEN ROAD - SUITE 280
CHARLOTTE, NC 28203

ATTN: ACCOUNTS PAYABLE

RE: HOTEL @ MARION SQUARE

We are Sending You The Following Items Via: *EMAIL*

- [ ] Contract
- [ ] Proposal
- [ ] Billing Documents
- [ ] Tax Exempt Certificate
- [ ] Final Waiver of Lien
- [ ] Affidavit
- [ ] Change Order
- [ ] Certificate of Insurance
- [ ] Waiver
- [x] Invoice
- [ ] Subcontract
- [ ] Workers Comp. Certificate

COPIES	DATE	PROJECT	DESCRIPTION
1	10/20/2016	HOTEL @ MARION SQUARE	DRAW # 16

These are transmitted for the following Disposition:

- [ ] For Approval
- [ ] Approved
- [x] Payment
- [ ] For Your Files
- [ ] Complete and Return
- [x] As Requested
- [ ] Returned for Record Set

Remarks:

Copies To: L6593

Rosetta Barnes

ROSETTA BARNES, BILLING COORDINATOR
{513} 539-4196
P.O. BOX 270
MONROE, OH 45050

DEFENDANT LIBRARY ASSOCIATES, LLC'S

TRIAL EXHIBIT #71

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APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

OWNER	LIBRARY ASSOCIATES, LLC. 17 Lockwood Drive, Suite 400 Charleston, SC 29401	PROJECT	THE HOTEL AT MARION SQUARE 404 KING STREET CHARLESTON, SC 29403	APPLICATION PERIOD FROM PERIOD TO	20 11/01/2016 11/30/2016
CONTRACTOR ADDRESS	Balfour Beatty Construction, LLC 1930 Camden Rd Charlotte, NC 28203	ARCHITECT ADDRESS	WINFORD LINDSAY ARCHITECT 344 West Pike Street Lawrenceville, GA 30046	VENDOR #: ARCHITECT'S PROJECT NO	
CONTRACT	THE HOTEL AT MARION SQUARE (Project #13026000)	PHONE #	770-407-5796		

DISTRIBUTION TO:

- [X] OWNER
- [X] CONTRACTOR
- [X] ARCHITECT
- [ ] ENGINEERS

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

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY			
Change Orders approved in previous months by Owner		ADDITIONS	DEDUCTIONS
	TOTAL	$ 1,560,823.02	
Approved this Month			
No.	Date Approved		
		$ -	
	TOTALS	$ -	$ -
Net change by Change Orders		$ 1,560,823.02	

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

CONTRACTOR: **Balfour Beatty Construction, LLC.**

By: [signature] Date: 11/28/16

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

1. ORIGINAL CONTRACT SUM		$ 59,344,747.00
2. Net change by Change Orders		$ 1,560,823.02
3. CONTRACT SUM TO DATE (Line 1 + 2)		$ 60,905,570.02
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 26,903,234.31
5. RETAINAGE:		
a. 10 % of Completed Work	$ 2,534,539.23	
b. 10 % of Stored Materials	$ 18,839.52	
Total Retainage (Line 5a + 5b or Total in Column J of G703)		$ 2,553,37
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)		$ 24,349,85
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 22,389,54
8. CURRENT PAYMENT DUE		$ 1,960,309.84
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)		$ 36,555,714.46

State of: South Carolina County of: Charleston

Subscribed and sworn to before me this 28th day of November 2016

Notary Public: [signature]

My commission expires: 04-04-2022

EMILY WHEELER
Notary Public - State of South Carolina
My Commission Expires April 4, 2022

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED $ 1,960,309.84

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

ARCHITECT: WINFORD LINDSAY ARCHITECT

By: J. Faulkinberry Date: 12.5.16

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

G702-1983

EXHIBIT 10
WITH Litha to 30(b)(6)
DATE: 8.27.21
TAURA J. VULCANO, RPR

EXHIBIT
Dft
71
ALLSTATE LEGAL®

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

KNOW ALL MEN BY THESE PRESENTS:

That Balfour Beatty Construction, LLC (the "Lienor") for and in consideration of the payment of the sum of $ 1,960,309.84 and other good and valuable consideration paid by Library Associates, LLC, a South Carolina limited liability company (the "Owner"), receipt of which is hereby acknowledged, hereby releases, waives and quit claims to Owner and all of its successors and assigns, all liens, lien rights, claims or demands of any kind whatsoever, which Lienor now has or might have against Owner and/or the buildings and improvements on the premises legally described as: See Exhibit "A" attached hereto (the "Property") on account of labor and services performed and/or material furnished for the construction of any improvements thereon; except for retention, and open change order requests, claims or disputes identified as follows: RCO's 13R1, 26R3, 38, 39, 45, 46, 48, 49R1, 51, 52, 54, 55, 56

That the undersigned has the right and authority to execute this Conditional Partial Waiver and Release of Lien on behalf of the Lienor. That this is a waiver of all lien rights and other claims which Lienor has against the Property and the Owner for all labor, material and services performed thereon, including all extras and change orders, that all laborers retained or employed by the Lienor for construction of improvements on the Property, all suppliers and sub-contractors of Lienor who have furnished labor, material and services for the undersigned for the construction of improvements on the Property, and all labor, services and materials used by the undersigned in the construction of said improvements, have been paid in full for work performed or materials supplied, up to and including the 31st day of October, 2016, excluding the items identified herein above, if any.

The current Contract Sum is: $ 60,905,570.02
The cumulative amount paid to Contractor to date is: $ 20,092,793.28

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

IN WITNESS THEREOF, I have hereunto set my hand seal this ____ day of _____, 20___.

Signed, sealed and delivered
in the presence of:

_____
Signature

_____
Print Name

STATE OF _____

COUNTY OF _____

Balfour Beatty Construction, LLC
a Delaware limited liability company

_____
Signature
Nick Starcevic, Project Manager
Print Name & Title

The foregoing instrument was acknowledged before me this 28th day of November, 2016, by Nick Starcevic of Balfour Beatty Construction a Delaware limited liability company, on behalf of the company. He/she is personally known to me or has produced SC DL (type of identification) as identification.

EMILY WHEELER
Notary Public - State of South Carolina
My Commission Expires April 4, 2022

_____
NOTARY PUBLIC, STATE OF South Carolina
My Commission Expires: 04-04-2022

APPLICATION AND CERTIFICATE FOR PAYMENT

containing Contractor's sig ficate, is attached,
In tabulations below, amou stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

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

'TINUATION G703

APPLICATION NUMBER 20
PERIOD FROM 11/01/2016
PERIOD TO 11/30/2016

A	B		C				D	E	F	G	H	I	J
			COMMITMENT VALUES				WORK COMPLETED						
LINE		WORK DESCRIPTION	ORIGINAL AMOUNT	CHANGE ORDERS	BUDGET TRANSFERS	CURRENT AMOUNT	FROM PREVIOUS APPLICATION	THIS PERIOD	STORED MATERIALS	TOTAL COMPLETE AND STORED TO DATE (D + E)	% COMPLETE (F/C3)	BALANCE TO FINISH (C3 - F)	RETAINAGE
			-1-	-2-		-3-							
1	G/C'S	GENERAL CONDITIONALS (28 months)	3,216,855.00		2,447.00	3,219,302.00	2,182,865.92	114,887.68	-	2,297,753.60	71.4%	921,548.40	229,775.36
2						-	-	-	-	-	-	-	-
3		SUBCONTRACTS / COST OF WORK				-	-	-	-	-	-	-	-
4	GENERAL					-	-	-	-	-	-	-	-
5	00A	STAGING AND LOGISTICS	821,074.00			821,074.00	353,555.62	28,934.27	-	382,489.89	46.6%	438,584.11	38,248.99
6	01A	GENERAL TRADES	875,833.00			875,833.00	-	-	-	-	0.0%	875,833.00	-
7	SITE					-	-	-	-	-		-	-
8	02A	SITEWORK	1,632,494.00		(16,766.05)	1,615,727.95	1,349,944.53	11,074.81	-	1,361,019.34	84.2%	254,708.61	136,101.93
9	02J	HARDSCAPE, LANDSCAPE & IRRIGATION	317,316.00			317,316.00	-	-	-	-	0.0%	317,316.00	-
10	02K	SITE DEMOLTION ALLOWANCE	80,000.00			80,000.00	57,509.27	-	-	57,509.27	71.9%	22,490.73	5,750.93
11	STRUCTURE					-	-	-	-	-		-	-
12	02L	DEEP FOUNDATIONS	2,228,614.00			2,228,614.00	1,778,278.00	-	-	1,778,278.00	79.8%	450,336.00	177,827.80
13	03A	CAST-IN-PLACE CONCRETE	7,337,895.00		52,119.71	7,390,014.71	7,215,639.46	123,977.50	-	7,339,616.96	99.3%	50,397.75	733,961.70
14	04A	MASONRY- CMU & CAST STONE	2,378,350.00		(13,022.74)	2,365,327.26	696,274.00	124,550.00	-	820,824.00	34.7%	1,544,503.26	82,082.40
15	05A	MISC. METALS	2,474,750.00		22,097.00	2,496,847.00	706,520.00	110,150.00	58,000.00	874,670.00	35.0%	1,622,177.00	87,467.00
16	SHELL					-	-	-	-	-		-	-
17	07A	ROOFING	855,698.00			855,698.00	229,850.00	-	-	229,850.00	26.9%	625,846.00	22,985.00
18	07B	WATERPROOFING/ CAULKING	742,900.00		7,463.00	750,363.00	468,003.24	425.00	-	468,428.24	62.4%	281,934.76	46,842.82
19	07E	STUCCO	913,038.00		147,246.36	1,060,284.36	2,822.16	-	-	2,822.16	0.3%	1,057,462.20	282.22
20	007F	FIREPROOFING	7,580.00			7,580.00	-	-	-	-	0.0%	7,580.00	-
21	07X	FIRESTOPPING	20,000.00			20,000.00	-	-	-	-	0.0%	20,000.00	-
22	08F	GLASS (Hopes Jamestown Painted Steel Storefront)	1,283,597.00			1,283,597.00	252,918.00	-	-	252,918.00	19.7%	1,030,679.00	25,291.80
23	08H	INTERIOR GLAZING	1,154,577.00		186,423.50	1,341,000.50	128,275.00	357,888.00	-	486,163.00	36.3%	854,837.50	48,616.30
24	08I	WINDOWS	740,395.00			740,395.00	-	-	-	-	0.0%	740,395.00	-
25	13C	FABRIC AWNINGS	12,000.00			12,000.00	-	-	-	-	0.0%	12,000.00	-
26	INTERIORS					-	-	-	-	-	#DIV/0!	-	-
27	04A	MASONRY- INTERIOR CAST STONE	250,000.00			250,000.00	-	-	-	-	0.0%	250,000.00	-
28	05A	INTERIORS ORNAMENTAL METALS	230,000.00			230,000.00	-	-	-	-	0.0%	230,000.00	-
29	06A	ROUGH CARPENTRY	211,677.00			211,677.00	-	1,502.03	-	1,502.03	0.7%	210,174.97	150.20
30	08D	DOORS, FRAMES, AND HARDWARE	1,606,746.00		(14,113.28)	1,592,632.72	48,341.09	-	-	48,341.09	3.0%	1,544,291.63	4,834.11
31	08R	SPECIAL DOORS	359,997.00			359,997.00	14,000.00	-	-	14,000.00	3.9%	345,997.00	1,400.00
32	08X	SMOKE CONTAINMENT BARRIER	13,353.00			13,353.00	-	-	-	-	0.0%	13,353.00	-
33	09A	METAL STUD FRAMING & DRYWALL / ACCOUSTICAL CEILINGS	3,717,093.00		(915.00)	3,716,178.00	584,886.56	117,847.65	-	702,734.21	18.9%	3,013,443.79	70,273.42
34	10A	SPECIALTIES	606,681.00			606,681.00	-	-	-	-	0.0%	606,681.00	-
35	10C	OPERABLE PARTITIONS	83,437.00			83,437.00	-	-	-	-	0.0%	83,437.00	-
36	11A	EQUIPMENT (PARKING LIFTS)	481,755.00			481,755.00	90,702.20	-	-	90,702.20	18.8%	391,052.80	9,070.22
37	11B	KITCHEN EQUIPMENT	-	-	984,873.00	984,873.00	87,065.83	-	-	87,065.83	8.8%	897,807.17	8,706.58
38	13A	POOL	365,864.00		32,450.00	398,314.00	168,365.00	17,675.00	-	186,040.00	46.7%	212,274.00	18,604.00
39	14A	ELEVATORS	1,475,219.00			1,475,219.00	662,059.00	47,037.00	-	709,096.00	48.1%	766,123.00	70,909.60
40	14B	WHEEL CHAIR LIFT	15,000.00			15,000.00	-	-	-	-	0.0%	15,000.00	-
41													
42	MEP					-				-			
43	15B	HVAC & PLUMBING	8,018,142.00		59,200.00	8,077,342.00	3,692,238.82	683,934.00	-	4,376,172.82	54.2%	3,701,169.18	437,617.28
44	15D	FIRE PROTECTION	468,920.00			468,920.00	236,789.50	16,071.00	-	252,860.50	54.2%	214,059.50	25,286.05
45	16A	ELECTRICAL	3,963,792.00		40,137.86	4,003,929.86	1,455,464.67	159,103.00	56,513.19	1,671,080.86	41.7%	2,332,849.00	167,108.09
46	FINISHES									-			
47	06B	FINISH CARPENTRY & CUSTOM MILLWORK	2,105,485.00	-	-	2,105,485.00	43,802.00	26,140.00	73,882.00	143,824.00	6.8%	1,961,661.00	14,382.40
48	09B	FLOORING	397,147.00	-	(19,085.00)	378,062.00	-	-	-	-	0.0%	378,062.00	-
49	09D	PAINTING & WALLCOVER	619,814.00	-	11,480.00	631,294.00	-	-	-	-	0.0%	631,294.00	-
50	09E	STONE & HARD TILE	3,568,850.00	-	-	3,568,850.00	340,199.00	-	-	340,199.00	9.5%	3,228,651.00	34,019.90
51	OCO 1	RCO 1, RCO 4, RCO 5, RCO 6, RCO 8, RCO 10, RCO 12	-	274,953.15	(169,229.80)	105,723.35	-	-	-	-	0.0%	105,723.35	-
52	OCO 2	RCO 3, RCO 7, RCO 11, RCO 15, RCO 32,	-	80,241.74	(80,827.77)	(586.03)	-	-	-	-	0.0%	(586.03)	-
53	OCO 3	RCO 14, RCO 27R1, RCO 9R1, RCO 20R1	-	1,048,791.54	(1,048,791.54)	-	-	-	-	-	#DIV/0!	-	-
54	OCO 4	RCO 17R1, RCO 40	-	12,874.68	(12,874.68)	-	-	-	-	-	#DIV/0!	-	-
55	OCO 5	RCO 22, RCO 28, RCO 33, RCO 47, RCO 50, RCO53, RCO 66, RCO 68, RCO 77, RCO 81		65,161.71	(170,311.57)	(105,149.86)	-	-	-	-	0	(105,149.86)	-
		SUBTOTAL	55,649,938.00	1,482,022.82	-	57,131,960.82	22,846,368.87	1,941,196.94	188,395.19	24,975,961.00	43.7%	32,155,999.82	2,497,596.10

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APPLICATION AND CE[illegible]ICATE FOR PAYMENT
Containing Contractor's sig[illegible]ficate, is attached.
In tabulations below, amou[illegible]stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

ROJECT # 13026000
PROJECT THE HOTEL AT MARION SQUARE
CHARLESTON, SC
0 LIBRARY ASSOCIATES, LLC.

TINUATION G703

APPLICATION NUMBER 20
PERIOD FROM 11/01/2016
PERIOD TO 11/30/2016

A	B	C				D	E	F	G	H	I	J
		COMMITMENT VALUES				WORK COMPLETED						
LINE	WORK DESCRIPTION	ORIGINAL AMOUNT	CHANGE ORDERS	BUDGET TRANSFERS	CURRENT AMOUNT	FROM PREVIOUS APPLICATION	THIS PERIOD	STORED MATERIALS	TOTAL COMPLETE AND STORED TO DATE (D + E)	% COMPLETE (F/C3)	BALANCE TO FINISH (C3 - F)	RETAINAGE
		-1-	-2-		-3-							
56	CONSTRUCTION CONTINGENCY (2.25%)	1,060,688.00	-	-	1,060,688.00	-	-	-	-	0.0%	1,060,688.00	-
57	SPECIALTY SPACE SUPERVISION - NBM	100,000.00	-	-	100,000.00	-	-	-	-	0.0%	100,000.00	-
58	GENERAL LIABILITY INSURANCE (1%)	595,280.00	16,906.95	-	612,186.95	612,186.95	-	-	612,186.95	100.0%	(0.00)	-
59	SUBGUARD (1.25%)	670,160.00	20,320.85	-	690,480.85	690,480.85		-	690,480.85	100.0%	(0.00)	-
	SUBTOTAL	58,076,066.00	1,519,250.61	-	59,595,316.61	24,149,036.67	1,941,196.94	188,395.19	26,278,628.80	44.1%	33,316,687.81	2,497,596.10
60	FEE (2.5%)	1,451,902.00	41,572.41		1,493,474.41	509,296.59	48,529.92	-	557,826.51	37.4%	935,647.90	55,782.65
	TOTAL CONSTRUCTION COST	59,527,968.00	1,560,823.02	-	61,088,791.02	24,658,333.26	1,989,726.86	188,395.19	26,836,455.31	43.9%	34,252,335.71	2,553,378.75
61	PRECONSTRUCTION FEE	66,779.00			66,779.00	66,778.00	-		66,779.00	100.0%	-	-
	TOTAL COST WITH PRECON	59,594,747.00	1,560,823.02	-	61,155,570.02	24,725,112.26	1,989,726.86	188,395.19	26,903,234.31	44.0%	34,252,335.71	2,553,378.75
62	BUYOUT REDUCTION CONTRIBUTION	(250,000.00)			(250,000.00)				-	0.0%	(250,000.00)	-
	GRAND TOTAL	59,344,747.00	1,560,823.02	-	60,905,570.02	24,725,112.26	1,989,726.86	188,395.19	26,903,234.31	44.2%	34,002,335.71	2,553,378.75

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Balfour Beatty
C t t

Request for Payment

Pay Request # 17
Work Performed Through: 11/30/16

Subcontractor's Name: Lithko
Subcontractor's Address: PO Box 270
Monroe OH 45050

Phone Number: -
Fax Number:

Project Name: Hotel at Marion Square
Owner: Library Associates, LLC
Job No.: 13026400
Date: 11/21/16

Description of Work:	Concrete
Original Contract Amount	$7,019,990.00
Change Order Total (Through C/O # 20)	$451,039.96
Total Revised Contract	$7,471,029.96
Previous Work Performed to Date(SSR)	$7,215,639.46
Value of Materials Stored On Site	$0.00
Value of Materials Stored Off Site	$0.00
Current Month Gross	$123,977.50
New Work Performed to Date	$7,339,616.96
Less 10 % Retainage	$733,961.70
Amount Earned to Date	$6,605,655.26
Less Previous Net Billings	$6,494,075.51
Less Adjustments/Joint Checks	$0.00
Less Pending Back Charges	$0.00
Total Amount this Requisition	$111,579.75

Subcontract [X] Purchase Order [ ]
Other Contract Type

Unit Price [ ] Lump Sum [X]
Bonded [-] Unbonded [X]
Subguard [ ] Alternate Plan [ ]

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

Insurance Status: Finaled
Insurance Expiration Date: 10/01/17

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

Owner Billing Number: 14
Owner Payment Rec'd Date:
Payment Terms: Pay When Paid
Pay Select # 1362821 2229405

For Balfour Beatty Use Only:

CO #	Vendor #	Job #	Contract No.
50540	861711	13026400	528489

Date	Invoice #	Description
11/30/16	13026400 - 17	13026400 . PE# 17 . 16.11

Gross Amount	Retainage Amt	Net Amount
$123,977.50	$6,198.88	$111,579.75

Trade Account?	Tax Code	Pay Item & Cost Code	Accrue Tax?
NO		400 5030001 40	NO

Hold Codes: 02- OWNER FUNDING
03- Conditional-not marked up
PM Approval

Lower Tier Waivers

Approvals:
PM / Date
CA 11/21/2016
PA / Date
APA / Date

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Barnhart Balfour Beatty

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

TO CONSTRUCTION MANAGER
Balfour Beatty Construction
1930 Camden Rd. Suite 260
Charlotte, NC 28210

FROM CONTRACTOR
Likhko Contracting, LLC
P.O. BOX 270
MONROE, OH 45050

CONTRACT FOR CONCRETE

PROJECT **HOTEL AT MARION SQUARE**

VIA ARCHITECT

APPLICATION NO #15

PERIOD TO **11/30/2016**

PROJECT NO **#13026000**

L6593

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

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1 ORIGINAL CONTRACT SUM	$	7,019,990.00
2 Net change by Change Orders	$	451,039.96
3 CONTRACT SUM TO DATE (Line 1 ± 2)	$	7,471,029.96
4 TOTAL COMPLETED & STORED TO DATE (Column G on G703)	$	7,339,616.96
5 RETAINAGE	$	733,961.70
6 TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$	6,605,655.26
LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	6,494,075.51
8 CURRENT PAYMENT DUE	$	111,579.75
9 BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	865,374.70

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total change orders approved in previous months by Owner	[illegible]	(54,650.00)
Total approved this month	$0.00	$0.00
TOTALS	[illegible]	[illegible]
NET CHANGES by Change Order	[illegible]	

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

DISTRICT

By: Rosetta Barnes — Date: 11/15/2016

BILLING COORDINATOR

DISTRICT

By: _____ Date: _____

CONSTRUCTION MANAGER

By: _____ Date: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT REQUESTED $ 111,579.75

(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 • THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, D.C. 20006-5292 1992

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

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CONTINUATION SHEET

	CONTRACTOR	SCHEDULED VALUE	TOTAL CHANGE ORDERS	REVISED CONTRACT	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G÷C)	BALANCE TO FINISH (C-G)	RETAINAGE
					LOSS					Bamboo Beatty Project	10%
1	[illegible]	$ 20,000.00		20,000.00	20,000.00			20,000.00	100.00%		
2	[illegible]	$ 90,000.00		90,000.00	90,000.00			90,000.00	100.00%		[illegible]
3	[illegible]	$ 815,000.00		815,000.00	779,635.00			779,635.00	95.69%	35,414.00	[illegible]
4	[illegible]	$ 276,000.00		276,000.00	236,000.00			236,000.00	85.51%	40,000.00	[illegible]
5	[illegible]	$ 187,000.00		187,000.00	187,000.00			187,000.00	100.00%		[illegible]
6	[illegible]	$ 760,000.00		760,000.00	760,000.00			760,000.00	100.00%		[illegible]
7	[illegible]	$ 360,000.00		360,000.00	360,000.00			360,000.00	100.00%		[illegible]
8	[illegible]	$ 458,700.00		458,700.00	458,700.00			458,700.00	100.00%		[illegible]
9	[illegible]	$ 86,000.00		86,000.00	86,000.00			86,000.00	100.00%		[illegible]
10	[illegible]	$ [illegible]		86,000.00	86,000.00			86,000.00	100.00%		[illegible]
11	[illegible]	$ 402,000.00		402,000.00	402,000.00			402,000.00	100.00%		[illegible]
12	[illegible]	$ 100,000.00		100,000.00	100,000.00			100,000.00	100.00%		[illegible]
13	[illegible]	$ 87,000.00		87,000.00	87,000.00			87,000.00	100.00%		[illegible]
14	[illegible]	$ 447,000.00		447,000.00	447,000.00			447,000.00	100.00%		[illegible]
15	[illegible]	$ [illegible]		86,500.00	86,500.00			86,500.00	100.00%		[illegible]
16	[illegible]	$ [illegible]		87,000.00	87,000.00			87,000.00	100.00%		[illegible]
17	[illegible]	$ 370,250.00		370,250.00	370,250.00			370,250.00	100.00%		[illegible]
18	[illegible]	$ 87,000.00		87,000.00	87,000.00			87,000.00	100.00%		[illegible]
19	[illegible]	$ 16,000.00		16,000.00	16,000.00			16,000.00	100.00%		[illegible]
20	[illegible]	$ 375,050.00		375,050.00	375,050.00			375,050.00	100.00%		[illegible]
21	[illegible]	$ 83,000.00		83,000.00	83,000.00			83,000.00	100.00%		[illegible]
22	[illegible]	$ 39,000.00		39,000.00	39,000.00			39,000.00	100.00%		[illegible]
23	[illegible]	$ 374,050.00		374,050.00	374,050.00			374,050.00	100.00%		[illegible]
24	[illegible]	$ 58,000.00		58,000.00	58,000.00			58,000.00	100.00%		[illegible]
25	[illegible]	$ 38,000.00		38,000.00	38,000.00			38,000.00	100.00%		[illegible]
26	[illegible]	$ 209,000.00		209,000.00	209,000.00			209,000.00	100.00%		[illegible]
27	[illegible]	$ 50,000.00		50,000.00	50,000.00			50,000.00	100.00%		[illegible]
28	[illegible]	$ 38,000.00		38,000.00	38,000.00			38,000.00	100.00%		[illegible]
29	[illegible]	$ 209,050.00		209,050.00	209,050.00			209,050.00	100.00%		[illegible]
30	[illegible]	$ 53,000.00		53,000.00	53,000.00			53,000.00	100.00%		[illegible]
31	[illegible]	$ 35,000.00		35,000.00	35,000.00			35,000.00	100.00%		[illegible]
32	[illegible]	$ 209,050.00		209,050.00	94,072.50	114,977.50		209,050.00	100.00%		[illegible]
33	[illegible]	$ 53,000.00		53,000.00	53,000.00			53,000.00	100.00%		[illegible]
34	[illegible]	$ 33,000.00		33,000.00	33,000.00			33,000.00	100.00%		[illegible]
35	[illegible]	$ 125,000.00		125,000.00	125,000.00			125,000.00	100.00%		[illegible]
36	[illegible]	$ 50,000.00		50,000.00	18,000.00			18,000.00	36.00%	8,000.00	[illegible]
37	[illegible]	$ 40,000.00		40,000.00	40,000.00			40,000.00	100.00%		[illegible]
38	[illegible]	$ 20,000.00		20,000.00					0.00%	[illegible]	
39	[illegible]	$ 110,400.00		130,400.00	127,401.00	9,000.00		136,401.00	97.15%	[illegible]	[illegible]

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Earnhart Dalbour Dealer's

CONTINUATION SHEET

AIA DOCUMENT G703

APPLICATION NO 18
APPLICATION DATE 11/16/2018
PERIOD TO 11/30/2018

Dalbour Dealer Project 33020000

6593

					WORK COMPLETED FROM PREVIOUS APPLICATION (D+E)	WORK COMPLETED THIS PERIOD (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
1	[illegible]		8,996.75	8,996.75	8,996.75			8,996.75	100.00%		[illegible]
2	[illegible]		20,000.00	20,000.00	20,000.00			20,000.00	100.00%		[illegible]
3	[illegible]		25,000.00	25,000.00	25,000.00			25,000.00	100.00%		[illegible]
4	[illegible]		9,039.79	9,039.79	9,039.79			9,039.79	100.00%		[illegible]
5	[illegible]		3,749.32	3,749.32	3,749.32			3,749.32	100.00%		[illegible]
6	[illegible]		7,075.46	7,075.46	7,075.46			7,075.46	100.00%		[illegible]
7	[illegible]		25,000.00	25,000.00	25,000.00	-		25,000.00	100.00%		[illegible]
8	[illegible]		50,000.00	50,000.00	50,000.00	-		50,000.00	100.00%		[illegible]
9	[illegible]		30,422.49	30,422.49	30,422.49	-		30,422.49	100.00%		[illegible]
10	[illegible]		50,000.00	50,000.00	50,000.00	-		50,000.00	100.00%		[illegible]
11	[illegible]		40,103.98	40,103.98	40,103.98			40,103.98	100.00%		[illegible]
12	[illegible]		50,000.00	50,000.00	50,000.00	-		50,000.00	100.00%		[illegible]
13	[illegible]		43,700.35	43,700.35	43,700.35	-		43,700.35	100.00%		[illegible]
14	[illegible]		8,056.04	8,056.04	8,056.04			8,056.04	100.00%		[illegible]
15	[illegible]								0.00%		
16	[illegible]		10,000.00	10,000.00	10,000.00			10,000.00	100.00%		[illegible]
17	[illegible]								100.00%		
18	[illegible]		2,937.00	2,937.00	2,937.00			2,937.00	100.00%		[illegible]
19	[illegible]		5,086.08	5,086.08	5,086.08			5,086.08	100.00%		[illegible]
20	[illegible]		30,470.70	30,470.70	30,470.70			30,470.70	100.00%		[illegible]
									0.00%		
									0.00%		
									0.00%	

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L6593

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

KNOW ALL MEN BY THESE PRESENTS.

That LITHKO CONTRACTING, LLC (the "Lienor") for and in consideration of the payment of the sum of $ 111,579.75 and other good and valuable consideration paid by Balfour Beatty Construction, LLC (the "Contractor") or Library Associates, LLC ("Owner"), receipt whereof is hereby acknowledged, hereby releases, waives and quit claims to Contractor, the Owner, and their respective successors and assigns, all liens, lien rights, claims or demands of any kind whatsoever, which Lienor now has or might have against Contractor and/or Owner and/or the buildings and improvements on the premises legally described as: See Exhibit "A" attached hereto (the "Property") on account of labor and services performed and/or material furnished for the construction of any improvements thereon; except for retention, and open change order requests, claims or disputes identified as follows:
PENDING CHANGE ORDERS

That the undersigned has the right and authority to execute this Conditional Partial Waiver and Release of Lien on behalf of the Lienor. That this is a waiver of all lien rights and other claims which Lienor has against the Property, the Contractor, and the Owner for all labor, material and services performed thereon, including all extras and change orders, that all laborers retained or employed by the Lienor for construction of improvements on the Property, all suppliers and sub-contractors of Lienor who have furnished labor, material and services for the undersigned for the construction of improvements on the Property, and all labor, services and materials used by the undersigned in the construction of said improvements, ~~have been~~ *will be* paid in full for work performed or materials supplied, up to and including the 30TH day of NOVEMBER, 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 15TH day of NOVEMBER, 2016.

Signed, sealed and delivered
in the presence of:

Amanda Oliver
Signature

Amanda Oliver
Billing Coordinator
Print Name & Title

LITHKO CONTRACTING, LLC
a corporation

Signature

ROSETTA BARNES, BILLING COORDINATOR
Print Name & Title

STATE OF OHIO

COUNTY OF WARREN

The foregoing instrument was acknowledged before me this 15TH day of NOVEMBER, 2016 by ROSETTA BARNES, BILLING COORDINATOR of LITHKO CONTRACTING, LLC, a corporation on, on behalf of the corporation. He/she is personally known to me or has produced N/A (type of identification) as identification.

NOTARY PUBLIC, STATE OF OHIO

My Commission Expires: _____

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Construction

TIER RELEASE SCHEDULE

Job Name	Hotel at Marion Square
Job #	13026000
Lithko #	L6593
Date Prepared:	11/15/2016

PRIME SUB'S NAME	LITHKO CONTRACTING, LLC
Attachment for Pay Req #	18
for Month Ending:	11/30/2016

A	B	C	D	E	F		G	H	I	J		K
Subcontractors/Suppliers List all subs or suppliers who will perform work for this contract. List Address & Phone Number	Indicate if tier is based in county of Project	Notice to Owner Filed?(NTO) (Yes/No)	Date NTO Filed:	Bonded Sub? (Yes/No)	Has tier billed for work to date? select: (Yes/No)		Cumulative dollar amount tier billed for work/materials to date:	Tier's most recent invoice is dated through:	Tier's most recent release is dated through: *(as need on releases)*	Tier's most recent release is PARTIAL or FINAL? Select One		Comments:
SAMPLE TIER 123 Sample Dr Charleston, NC 27607 843-123-4	*yes - PIT*	*NO*	*N/A*		*YES*	*NO*	*$12,123.00*	*4/27/2010*	*3/31/2010*	*PARTIAL*	*FINAL*	*thru March 2010*
Charleston Concrete PO Box 2[illegible] Charleston, SC 29413 843-[illegible]-1567					YES		$1,129,436.49	10/31/2016		PARTIAL		thru October 2016
[illegible] River 2105 [illegible] Blvd Columbia, SC 29[illegible] 803-237-7823					YES		$713,262.27	10/25/2016		PARTIAL		thru October 2016
Golden Systems [illegible] Buford Hwy Suite 204 [illegible] GA 30028 [illegible]-100					YES		$249,735.28	9/29/2016		PARTIAL		thru September 2016
[illegible] Rebar, Inc. P.O. Box [illegible] Hendersonville, NC 28[illegible]					YES		$343,215.26	10/20/2016		PARTIAL		thru October 2016

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LETTER OF TRANSMITTAL

DATE: November 15, 2016

TO: BALFOUR BEATTY
1930 CAMDEN ROAD - SUITE 280
CHARLOTTE, NC 28203

ATTN: ACCOUNTS PAYABLE

RE: HOTEL @ MARION SQUARE

We are Sending You The Following Items Via: *EMAIL*

- [ ] Contract
- [ ] Proposal
- [ ] Billing Documents
- [ ] Tax Exempt Certificate
- [ ] Final Waiver of Lien
- [ ] Affidavit
- [ ] Change Order
- [ ] Certificate of Insurance
- [ ] Waiver
- [x] Invoice
- [ ] Subcontract
- [ ] Workers Comp. Certificate

COPIES	DATE	PROJECT	DESCRIPTION
1	11/15/2016	HOTEL @ MARION SQUARE	DRAW # 18

These are transmitted for the following Disposition:

- [ ] For Approval
- [ ] Approved
- [x] Payment
- [ ] For Your Files
- [ ] Complete and Return
- [x] As Requested
- [ ] Returned for Record Set

Remarks

Copies To. L6593

ROSETTA BARNES, BILLING COORDINATOR
{513} 539-4196
P.O. BOX 270
MONROE OH 45050

Lithko Contracting, LLC

(513) 539-4144
Remittance Address
P.O. BOX 270
MONROE, OHIO 45050

139306

TO: BALFOUR BEATTY
1930 CAMDEN ROAD - SUITE 280
CHARLOTTE, NC 28203

Invoice No. 40238 RI

Invoice Date 11/15/16

Job name:	Lithko Job No.	Customer Contract No.	Project No.
HOTEL @ MARION SQUARE	L6593		13026000

Description		Amount
DRAW# 18	GROSS.....	123,977.50
	RET.....	12,397.75
		111,579.75

COMMUNICATIONS CONVEYED ON CHECK TENDERED STATING PAYMENT IN FULL AND/OR WAIVING OF LIEN RIGHTS TO ANY EXTENT MUST BE SENT TO SELLER AS FOLLOWS:
ATTN. ACCOUNTS RECEIVABLE DEPT., LITHKO CONTRACTING, INC
P.O. BOX 270, MONROE, OH 45050

Payment Terms 30 DAYS

TOTAL AMOUNT DUE ⇒ $ 111,579.75

ELECTRONICALLY FILED - 2023 May 16 11:02 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Lithko Contracting, LLC

(513) 539-4144
Remittance Address
P.O. BOX 270
MONROE, OHIO 45050

139306

TO: BALFOUR BEATTY
1930 CAMDEN ROAD - SUITE 280
CHARLOTTE, NC 28203

Invoice No. 40238 RI

Invoice Date 11/15/16

Job name:	Lithko Job No.	Customer Contract No.	Project No.
HOTEL @ MARION SQUARE	L6593		13026000

Description		Amount
DRAW# 18	GROSS.....	123 977 50
	RET.....	12.397 75
		111.579.75

COMMUNICATIONS CONVEYED ON CHECK TENDERED STATING PAYMENT IN FULL AND/OR WAIVING OF LIEN RIGHTS TO ANY EXTENT MUST BE SENT TO SELLER AS FOLLOWS:
ATTN: ACCOUNTS RECEIVABLE DEPT., LITHKO CONTRACTING, INC.
P.O. BOX 270, MONROE, OH 45050

Payment Terms — TOTAL AMOUNT DUE ⇨ $ 111,579.75

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DEFENDANT LIBRARY ASSOCIATES, LLC'S

TRIAL EXHIBIT #72

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PPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

OWNER	LIBRARY ASSOCIATES, LLC. 17 Lockwood Drive, Suite 400 Charleston, SC 29401	PROJECT	THE HOTEL AT MA ON SQUARE 404 KING STREET CHARLESTON, SC 29403	APPLICATION 23 PERIOD FROM 02/01/2017 PERIOD TO 02/28/2017	DISTRIBUTION TO: [X] OWNER [X] CONTRACTOR [X] ARCHITECT [ ] ENGINEERS
CONTRACTOR ADDRESS	Balfour Beatty Construction, LLC 1930 Camden Rd Charlotte, NC 28203	ARCHITECT ADDRESS PHONE #	WINFORD LINDSAY ARCHITECT 344 West Pike Street Lawrenceville, GA 30046 770-407-5796	VENDOR #: ARCHITECT'S PROJECT NO	
CONTRACT	THE HOTEL AT MARION SQUARE (Project #13026000)				

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

CONTRACTOR'S APPLICATION FOR PAYMENT

ANGE ORDER SUMMARY		
inge Orders approved in vious months by Owner	ADDITIONS	DEDUCTIONS
TOTAL	$ 1,560,823.02	
roved this Month Date Approved	$ -	
TOTALS	$ -	$ -
change by Change Orders	$ 1,560,823.02	

undersigned Contractor certifies that to the best of the Contractor's knowledge rmation and belief the Work covered by this Appliction for Payment has been ipleted in accordance with the Contract Documents, that all amounts have been l by the Contractor for Work for which previous Certificates for Payment were ed and payments received from the Owner, and that current payment shown ein is now due.

NTRACTOR: Balfour Beatty Construction, LLC.

Date: 3/7/17

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

1. ORIGINAL CONTRACT SUM		$ 59,344,747.00
2. Net change by Change Orders		$ 1,560,823.02
3. CONTRACT SUM TO DATE (Line 1 + 2)		$ 60,905,570.02
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 35,368,322.58
5. RETAINAGE:		
a. 10 % of Completed Work	$ 3,178,575.12	
b. 10 % of Stored Materials	$ 46,703.46	
Total Retainage (Line 5a + 5b or Total in Column J of G703)		$ 3,225,278.58
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)		$ 32,143,044.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 29,934,725.40
8. CURRENT PAYMENT DUE		$ 2,208,318.60
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)		$ 28,762,526.02

State of: South Carolina County of: Charleston

Subscribed and sworn to before me this 7th day of March

Notary Public: Katherine Haley Field

My commission expires: 12/3/18

CHITECT'S CERTIFICATE FOR PAYMENT

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

2,208,318.60

AMOUNT CERTIFIED $

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

ARCHITECT: WINFORD LINDSAY ARCHITECT

By: Jennifer Faulkenberry Date: 3-14-17

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 Cont

G702-1983

EXHIBIT 11
WIT: Lithko 30(b)(6)
DATE: 8-27-21
TAURA BOULCANO, RPR

EXHIBIT Dft 72
ALL STATE LEGAL®

ELECTRONICALLY FILED - 2023 May 16 11:02 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1003108

N ANUATION SHEET
LICATION AND CERTIFICATE FOR PAYMENT
ning Contractor's signe ate, is attached.
ulations below, amour ted to the nearest dollar.
ollign I on Contracts wi variable retainage for line items may apply.

PROJECT # 13026000
JECT THE HOTEL AT MARION SQUARE
CHARLESTON, SC
0 LIBRARY ASSOCIATES, LLC.

CONTINUATION G703

APPLICATION N R 23
PERIC M 02/01/2017
PER TO 02/28/2017

A	B		C				D	E	F	G	H	I	J
			COMMITMENT VALUES				WORK COMPLETED						
LINE		WORK DESCRIPTION	ORIGINAL AMOUNT	CHANGE ORDERS	BUDGET TRANSFERS	CURRENT AMOUNT	FROM PREVIOUS APPLICATION	THIS PERIOD	STORED MATERIALS	TOTAL COMPLETE AND STORED TO DATE (D + E)	% COMPLETE (F/C3)	BALANCE TO FINISH (C3 - F)	RETAINAGE
			-1-	-2-		-3-							
1	G/C'S	GENERAL CONDITIONALS (28 months)	3,216,855.00		2,447.00	3,219,302.00	2,527,528.96	114,887.68	-	2,642,416.64	82.1%	576,885.36	264,241.66
2						-	-	-	-	-	-	-	-
3		SUBCONTRACTS / COST OF WORK				-	-	-	-	-	-	-	-
4	GENERAL					-	-	-	-	-	-	-	-
5	00A	STAGING AND LOGISTICS	821,074.00			821,074.00	433,323.01	5,496.92	-	438,819.93	53.4%	382,254.07	43,881.99
6	01A	GENERAL TRADES	875,833.00			875,833.00	-	-	-	-	0.0%	875,833.00	-
7	SITE					-	-	-	-	-		-	-
8	02A	SITEWORK	1,632,494.00		(16,766.05)	1,615,727.95	1,384,691.00	-	-	1,384,691.00	85.7%	231,036.95	116,687.90
9	02J	HARDSCAPE, LANDSCAPE & IRRIGATION	317,316.00			317,316.00	-	-	-	-	0.0%	317,316.00	-
10	02K	SITE DEMOLTION ALLOWANCE	80,000.00			80,000.00	57,509.27		-	57,509.27	71.9%	22,490.73	5,750.93
11	STRUCTURE					-	-	-	-	-		-	-
12	02L	DEEP FOUNDATIONS	2,228,614.00		(100,000.00)	2,128,614.00	1,778,278.00	-	-	1,778,278.00	83.5%	350,336.00	25,000.00
13	03A	CAST-IN-PLACE CONCRETE	7,337,895.00		152,119.71	7,490,014.71	7,339,616.96	125,666.97	-	7,465,283.93	99.7%	24,730.78	746,528.39
14	04A	MASONRY- CMU & CAST STONE	2,378,350.00		(13,022.74)	2,365,327.26	1,171,624.00	295,850.00	-	1,467,474.00	62.0%	897,853.26	146,747.40
15	05A	MISC. METALS	2,474,750.00		22,097.00	2,496,847.00	1,135,221.00	68,700.00	1,500.00	1,205,421.00	48.3%	1,291,426.00	120,542.10
16	SHELL					-	-	-	-	-		-	-
17	07A	ROOFING	855,698.00			855,698.00	241,408.77	-	34,030.00	275,438.77	32.2%	580,259.23	27,543.88
18	07B	WATERPROOFING/ CAULKING	742,900.00		7,463.00	750,363.00	476,675.10	9,249.25	-	485,924.35	64.8%	264,438.65	48,592.44
19	07E	STUCCO	913,038.00		147,246.36	1,060,284.36	49,389.54	53,716.05	-	103,105.59	9.7%	957,178.77	10,310.56
20	007F	FIREPROOFING	7,580.00			7,580.00	-	-	-	-	0.0%	7,580.00	-
21	07X	FIRESTOPPING	20,000.00			20,000.00	-	-	-	-	0.0%	20,000.00	-
22	08F	GLASS (Hopes Jamestown Painted Steel Storefront)	1,283,597.00			1,283,597.00	252,918.00	-	-	252,918.00	19.7%	1,030,679.00	25,291.80
23	08H	INTERIOR GLAZING	1,154,577.00		186,423.50	1,341,000.50	1,000,557.00	22,237.00	-	1,022,794.00	76.3%	318,206.50	102,279.40
24	08I	WINDOWS	740,395.00			740,395.00	-	-	-	-	0.0%	740,395.00	-
25	13C	FABRIC AWNINGS	12,000.00			12,000.00	-	-	-	-	0.0%	12,000.00	-
26	INTERIORS					-	-	-	-	-	#DIV/0!	-	-
27	04A	MASONRY- INTERIOR CAST STONE	250,000.00			250,000.00	-	-	-	-	0.0%	250,000.00	-
28	05A	INTERIORS ORNAMENTAL METALS	230,000.00			230,000.00	-	-	-	-	0.0%	230,000.00	-
29	06A	ROUGH CARPENTRY	211,677.00			211,677.00	6,259.41	49,795.71	-	56,055.12	26.5%	155,621.88	5,605.51
30	08D	DOORS, FRAMES, AND HARDWARE	1,606,746.00		(14,113.28)	1,592,632.72	85,599.12	39,900.89	-	125,500.01	7.9%	1,467,132.71	12,550.00
31	08R	SPECIAL DOORS	359,997.00			359,997.00	14,000.00	-	-	14,000.00	3.9%	345,997.00	1,400.00
32	08X	SMOKE CONTAINMENT BARRIER	13,353.00			13,353.00	-	-	-	-	0.0%	13,353.00	-
33	09A	METAL STUD FRAMING & DRYWALL / ACCOUSTICAL CEILINGS	3,717,093.00		(915.00)	3,716,178.00	1,506,237.64	367,899.15	-	1,874,136.79	50.4%	1,842,041.21	187,413.68
34	10A	SPECIALTIES	606,681.00			606,681.00	-	-	-	-	0.0%	606,681.00	-
35	10C	OPERABLE PARTITIONS	83,437.00			83,437.00	-	5,000.00	-	5,000.00	6.0%	78,437.00	500.00
36	11A	EQUIPMENT (PARKING LIFTS)	481,755.00			481,755.00	90,702.20	-	-	90,702.20	18.8%	391,052.80	9,070.22
37	11B	KITCHEN EQUIPMENT	-	-	984,873.00	984,873.00	857,656.97	-		857,656.97	87.1%	127,216.03	85,765.70
38	13A	POOL	365,864.00		32,450.00	398,314.00	273,840.00	13,720.00	-	287,560.00	72.2%	110,754.00	28,756.00
39	14A	ELEVATORS	1,475,219.00			1,475,219.00	773,772.00	-	-	773,772.00	52.5%	701,447.00	77,377.20
40	14B	WHEEL CHAIR LIFT	15,000.00			15,000.00	-	-	-	-	0.0%	15,000.00	-
41													
42	MEP					-				-			
43	15B	HVAC & PLUMBING	8,018,142.00		59,200.00	8,077,342.00	6,065,137.82	551,224.82	-	6,616,362.64	81.9%	1,460,979.36	661,636.26
44	15D	FIRE PROTECTION	466,920.00			466,920.00	318,260.50	43,370.00	-	361,630.50	77.5%	105,289.50	36,163.05
45	16A	ELECTRICAL	3,963,792.00		40,137.86	4,003,929.86	2,379,321.86	142,847.00	405,545.61	2,927,714.47	73.1%	1,076,215.39	292,771.45
46	FINISHES									-			
47	06B	FINISH CARPENTRY & CUSTOM MILLWORK	2,105,485.00	-	-	2,105,485.00	229,234.00	2,154.00	25,959.00	257,347.00	12.2%	1,848,138.00	25,734.70
48	09B	FLOORING	397,147.00	-	(19,085.00)	378,062.00	-	-	-	-	0.0%	378,062.00	-
49	09D	PAINTING & WALLCOVER	619,814.00	-	11,480.00	631,294.00	50,072.00	17,042.48	-	67,114.48	10.6%	564,179.52	6,711.45
50	09E	STONE & HARD TILE	3,568,850.00	-	-	3,568,850.00	340,199.00	-	-	340,199.00	9.5%	3,228,651.00	34,019.90
51	OCO 1	RCO 1, RCO 4, RCO 5, RCO 6, RCO 8, RCO 10, RCO 12	-	274,953.15	(169,229.80)	105,723.35	-	-	-	-	0.0%	105,723.35	-
52	OCO 2	RCO 3, RCO 7, RCO 11, RCO 15, RCO 32,	-	80,241.74	(80,827.77)	(586.03)	-	-	-	-	0.0%	(586.03)	-
53	OCO 3	RCO 14, RCO 27R1, RCO 9R1, RCO 20R1	-	1,046,791.54	(1,046,791.54)	-	-	-	-	-	#DIV/0!	-	-
54	OCO 4	RCO 17R1, RCO 40	-	12,874.68	(12,874.68)	-	-	-	-	-	#DIV/0!	-	-
55	OCO 5	RCO 22, RCO 28, RCO 33, RCO 47, RCO 50, RCO53, RCO 56, RCO 68, RCO 77, RCO 81		65,161.71	(170,311.57)	(105,149.86)	-	-	-	-	0	(105,149.86)	-
		SUBTOTAL	55,649,938.00	1,482,022.82	-	57,131,960.82	30,839,033.13	1,928,757.92	467,034.61	33,234,825.66	58.2%	23,897,135.16	3,148,873.57

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CONTINUATION SHEET

ICATION AND CERTIFICATE FOR PAYMENT

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PROJECT # 13026000

JECT THE HOTEL AT MARION SQUARE
CHARLESTON, SC

0 LIBRARY ASSOCIATES, LLC.

CONTINUATION G703

APPLICATION N R 23

PERIO M 02/01/2017

PERIO TO 02/28/2017

A	B	C				D	E	F	G	H	I	J
		COMMITMENT VALUES				WORK COMPLETED						
INE	WORK DESCRIPTION	ORIGINAL AMOUNT	CHANGE ORDERS	BUDGET TRANSFERS	CURRENT AMOUNT	FROM PREVIOUS APPLICATION	THIS PERIOD	STORED MATERIALS	TOTAL COMPLETE AND STORED TO DATE (D + E)	% COMPLETE (F/C3)	BALANCE TO FINISH (C3 - F)	RETAINAGE
		-1-	-2-		-3-							
56	CONSTRUCTION CONTINGENCY (2.25%)	1,060,688.00	-	-	1,060,688.00	-	-	-	-	0.0%	1,060,688.00	-
57	SPECIALTY SPACE SUPERVISION - NBM	100,000.00	-	-	100,000.00	-	-	-	-	0.0%	100,000.00	-
58	GENERAL LIABILITY INSURANCE (1%)	595,280.00	16,906.95	-	612,186.95	612,186.95	-	-	612,186.95	100.0%	(0.00)	-
59	SUBGUARD (1.25%)	670,160.00	20,320.85	-	690,480.85	690,480.85		-	690,480.85	100.0%	(0.00)	-
	SUBTOTAL	58,076,066.00	1,519,250.61	-	59,595,316.61	32,141,700.93	1,928,757.92	467,034.61	34,537,493.46	58.0%	25,057,823.15	3,148,873.57
60	FEE (2.5%)	1,451,902.00	41,572.41		1,493,474.41	704,155.31	59,894.81		764,050.12	51.2%	729,424.29	76,405.01
	TOTAL CONSTRUCTION COST	59,527,968.00	1,560,823.02	-	61,088,791.02	32,845,856.24	1,988,652.73	467,034.61	35,301,543.58	57.8%	25,787,247.44	3,225,278.58
61	PRECONSTRUCTION FEE	66,779.00			66,779.00	66,779.00	-		66,779.00	100.0%	-	-
	TOTAL COST WITH PRECON	59,594,747.00	1,560,823.02	-	61,155,570.02	32,912,635.24	1,988,652.73	467,034.61	35,368,322.58	57.8%	25,787,247.44	3,225,278.58
62	BUYOUT REDUCTION CONTRIBUTION	(250,000.00)			(250,000.00)				-	0.0%	(250,000.00)	-
	GRAND TOTAL	59,344,747.00	1,560,823.02	-	60,905,570.02	32,912,635.24	1,988,652.73	467,034.61	35,368,322.58	58.1%	25,537,247.44	3,225,278.58

Barnhart Balfour Beatty

LICATION AND CERTIFICATION FOR PAYMENT

...A DOCUMENT G702

L6593

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

PROJECT: HOTEL AT MARION SQUARE

APPLICATION NO: 19

Distribution to:
X OWNER
X ARCHITECT
X INSPECTOR

FROM CONTRACTOR:
Lithko Contracting, LLC
P.O. BOX 270
MONROE, OH 45050

VIA ARCHITECT:

PERIOD TO: 1/31/2017

PROJECT NO: #13026000

CONTRACT FOR: CONCRETE

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	$ 7,019,990.00
2. Net change by Change Orders	$ 481,292.93
3. CONTRACT SUM TO DATE (Line 1 ± 2)	$ 7,501,282.93
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	$ 7,465,283.93
5. RETAINAGE:	$ 746,528.39
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$ 6,718,755.54
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$ 6,605,655.26
8. CURRENT PAYMENT DUE	$ 113,100.28
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$ 782,527.39

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$451,039.96	$0.00
Total approved this Month	$30,252.97	$0.00
TOTALS	$481,292.93	$0.00
NET CHANGES by Change Order	$481,292.93	

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

DISTRICT:

By: Rosetta Barnes Date: 1/26/2017

BILLING COORDINATOR

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 . . . . . $ 113,100.28

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

ARCHITECT:

By: _____ Date: _____

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

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

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Bamhart Balfour Beatty

CONTINUATION SHEET

AIA DOCUMENT G703

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

APPLICATION NO: 19
APPLICATION DATE: 1/26/2017
PERIOD TO: 1/31/2017

L6593

Balfour Beatty Project 13026000

BID PACKAGE #	CONTRACTOR	SCHEDULED VALUE	TOTAL CHANGE ORDERS	REVISED CONTRACT	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E+F)	WORK COMPLETED THIS PERIOD (H - D)	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE 10%
1	Submittals	$ 20,000.00		20,000.00	20,000.00	-	-	20,000.00	100.00%	-	2,000.00
2	Mobilization	$ 90,890.00		90,890.00	90,890.00		-	90,890.00	100.00%	-	9,089.00
3	Rebar Materials	$ 815,000.00		815,000.00	779,586.00	35,414.00	-	815,000.00	100.00%	-	81,500.00
4	Post Tensioning	$ 276,000.00		276,000.00	236,000.00	40,000.00	-	276,000.00	100.00%	-	27,600.00
5	Capping beam	$ 167,000.00		167,000.00	167,000.00	-	-	167,000.00	100.00%	-	16,700.00
6	Foundations	$ 760,000.00		760,000.00	760,000.00	-	-	760,000.00	100.00%	-	76,000.00
7	Slab on grade	$ 360,000.00		360,000.00	360,000.00	-	-	360,000.00	100.00%	-	36,000.00
8	Elevated Slab 1	$ 458,700.00		458,700.00	458,700.00		-	458,700.00	100.00%	-	45,870.00
9	Walls lift 1	$ 86,000.00		86,000.00	86,000.00		-	86,000.00	100.00%	-	8,600.00
10	Columns Lift 1	$ 66,000.00		66,000.00	66,000.00		-	66,000.00	100.00%	-	6,600.00
11	Elevated Slab 2	$ 462,000.00		462,000.00	462,000.00	-	-	462,000.00	100.00%	-	46,200.00
12	Walls lift 2	$ 106,000.00		106,000.00	106,000.00	-	-	106,000.00	100.00%	-	10,600.00
13	Columns Lift 2	$ 67,000.00		67,000.00	67,000.00	-	-	67,000.00	100.00%	-	6,700.00
14	Elevated Slab 3	$ 447,000.00		447,000.00	447,000.00		-	447,000.00	100.00%	-	44,700.00
15	Walls lift 3	$ 86,500.00		86,500.00	86,500.00	-	-	86,500.00	100.00%	-	8,650.00
16	Columns Lift 3	$ 57,000.00		57,000.00	57,000.00	-	-	57,000.00	100.00%	-	5,700.00
17	Elevated Slab 4	$ 370,250.00		370,250.00	370,250.00		-	370,250.00	100.00%	-	37,025.00
18	Walls lift 4	$ 67,000.00		67,000.00	67,000.00		-	67,000.00	100.00%	-	6,700.00
19	Columns Lift 4	$ 38,000.00		38,000.00	38,000.00		-	38,000.00	100.00%	-	3,800.00
20	Elevated Slab 5	$ 378,050.00		378,050.00	378,050.00		-	378,050.00	100.00%	-	37,805.00
21	Walls lift 5	$ 63,000.00		63,000.00	63,000.00		-	63,000.00	100.00%	-	6,300.00
22	Columns Lift 4	$ 38,000.00		38,000.00	38,000.00		-	38,000.00	100.00%	-	3,800.00
23	Elevated Slab 6	$ 374,050.00		374,050.00	374,050.00		-	374,050.00	100.00%	-	37,405.00
24	Walls lift 6	$ 58,000.00		58,000.00	58,000.00		-	58,000.00	100.00%	-	5,800.00
25	Columns Lift 6	$ 38,000.00		38,000.00	38,000.00		-	38,000.00	100.00%	-	3,800.00
26	Elevated Slab 7	$ 209,050.00		209,050.00	209,050.00		-	209,050.00	100.00%	-	20,905.00
27	Walls lift 7	$ 58,000.00		58,000.00	58,000.00		-	58,000.00	100.00%	-	5,800.00
28	Columns Lift 7	$ 38,000.00		38,000.00	38,000.00		-	38,000.00	100.00%	-	3,800.00
29	Elevated Slab 8	$ 209,050.00		209,050.00	209,050.00		-	209,050.00	100.00%	-	20,905.00
30	Walls lift 8	$ 53,000.00		53,000.00	53,000.00		-	53,000.00	100.00%	-	5,300.00
31	Columns Lift 8	$ 33,000.00		33,000.00	33,000.00		-	33,000.00	100.00%	-	3,300.00
32	Elevated Slab 9	$ 209,050.00		209,050.00	209,050.00		-	209,050.00	100.00%	-	20,905.00
33	Walls lift 9	$ 53,000.00		53,000.00	53,000.00		-	53,000.00	100.00%	-	5,300.00
34	Columns Lift 9	$ 33,000.00		33,000.00	33,000.00		-	33,000.00	100.00%	-	3,300.00
35	Formwork Rental for August & September	$ 125,000.00		125,000.00	125,000.00			125,000.00	100.00%	-	12,500.00
36	Stairs	$ 50,000.00		50,000.00	18,000.00		-	18,000.00	36.00%	32,000.00	1,800.00
37	Toppings and Pads	$ 40,000.00		40,000.00	40,000.00		-	40,000.00	100.00%	-	4,000.00
38	SOMO	$ 20,000.00		20,000.00		20,000.00	-	20,000.00	100.00%	-	2,000.00
39	Punch	$ 140,400.00		140,400.00	136,401.00		-	136,401.00	97.15%	3,999.00	13,640.10

AIA DOCUMENT G703 CONTINUATION SHEET FOR G702 1992 EDITION AIA ©1992
THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W. WASHINGTON, D.C. 20006-5292

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Barnhart Balfour Beatty

CONTINUATION SHEET

AIA DOCUMENT G703

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

APPLICATION NO: 19
APPLICATION DATE 1/28/2017
PERIOD TO: 1/31/2017

L6593

Balfour Beatty Project 13020000

BID PACKAGE #	CONTRACTOR	SCHEDULED VALUE	TOTAL CHANGE ORDERS	REVISED CONTRACT	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E+F)	WORK COMPLETED THIS PERIOD (H - E)	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE 10%
40	CO #1	$ -	8,998.75	8,998.75	8,998.75	-		8,998.75	100.00%	-	899.88
41	CO #2		20,000.00	20,000.00	20,000.00	-		20,000.00	100.00%	-	2,000.00
42	CO #3		25,000.00	25,000.00	25,000.00	-		25,000.00	100.00%	-	2,500.00
43	CO #4		9,939.79	9,939.79	9,939.79	-		9,939.79	100.00%	-	993.98
44	CO #5		3,749.32	3,749.32	3,749.32	-		3,749.32	100.00%	-	374.93
45	CO #6		7,975.46	7,975.46	7,975.46	-		7,975.46	100.00%	-	797.55
46	CO#7		25,000.00	25,000.00	25,000.00	-		25,000.00	100.00%	-	2,500.00
47	CO #8		50,000.00	50,000.00	50,000.00	-		50,000.00	100.00%	-	5,000.00
48	CO #9		30,422.49	30,422.49	30,422.49	-		30,422.49	100.00%	-	3,042.25
49	CO #10		50,000.00	50,000.00	50,000.00	-		50,000.00	100.00%	-	5,000.00
50	CO #11		40,103.98	40,103.98	40,103.98	-		40,103.98	100.00%	-	4,010.40
51	CO #12		50,000.00	50,000.00	50,000.00	-		50,000.00	100.00%	-	5,000.00
52	CO #13		43,700.35	43,700.35	43,700.35	-		43,700.35	100.00%	-	4,370.04
53	CO #14		8,056.04	8,056.04	8,056.04	-		8,056.04	100.00%	-	805.60
54	CO #15		-	-				-	0.00%	-	-
55	CO #16		40,000.00	40,000.00	40,000.00			40,000.00	100.00%	-	4,000.00
56	CO #17		-	-	-			-	100.00%	-	-
57	CO #18		2,937.00	2,937.00	2,937.00			2,937.00	100.00%	-	293.70
58	CO #19		4,686.08	4,686.08	4,686.08			4,686.08	100.00%	-	468.61
59	CO #20		30,470.70	30,470.70	30,470.70			30,470.70	100.00%	-	3,047.07
60	CO #21		25,639.31	25,639.31		25,639.31		25,639.31	100.00%	-	2,563.93
61	CO #22		3,380.14	3,380.14		3,380.14		3,380.14	100.00%	-	338.01
62	CO #23		1,233.52	1,233.52		1,233.52		1,233.52	100.00%	-	123.35
								-	0.00%	-	-
								-	0.00%	-	-
								-	0.00%	-	-
								-	0.00%	-	-
								-	0.00%	-	-
								-	0.00%	-	-
								-	0.00%	-	-
				-			-	-	0.00%	-	-
	GRAND TOTALS	7,019,990.00	481,292.93	7,501,282.93	7,339,616.96	125,666.97	0.00	7,465,283.93	106.34%	35,999.00	746,528.39

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AIA DOCUMENT G703 - CONTINUATION SHEET FOR G702 - 1992 EDITION - AIA - ©1992
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L6593

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

KNOW ALL MEN BY THESE PRESENTS:

That LITHKO CONTRACTING, LLC (the "Lienor") for and in consideration of the payment of the sum of $ 113,100.28 and other good and valuable consideration paid by Balfour Beatty Construction, LLC (the "Contractor") or Library Associates, LLC ("Owner"), ~~receipt of which is hereby acknowledged~~, hereby releases, waives and quit claims to Contractor, the Owner, and their respective successors and assigns, all liens, lien rights, claims or demands of any kind whatsoever, which Lienor now has or might have against Contractor and/or Owner and/or the buildings and improvements on the premises legally described as: See Exhibit "A" attached hereto (the "Property") on account of labor and services performed and/or material furnished for the construction of any improvements thereon; except for retention, and open change order requests, claims or disputes identified as follows:
PENDING CHANGE ORDERS

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

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

IN WITNESS THEREOF, I have hereunto set my hand seal this 25TH day of JANUARY, 2017.

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 25TH day of JANUARY, 2017, 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-419065

Tracey Abrams
NOTARY PUBLIC, STATE OF OHIO

My Commission Expires:

Arthur Beaty
Construction

TIER RELEASE SCHEDULE

Job Name	Hotel at Marion Square
Job #	13026000
Lithko #	L6593
Date Prepared:	1/26/2017

PRIME SUB'S NAME	LITHKO CONTRACTING, LLC
Attachment for Pay Req #:	19
for Month Ending:	1/31/2017

A	B	C	D	E	F		G	H	I	J		K
Subcontractors/Suppliers List all subs or suppliers who will perform work for this contract. List Address & Phone Number	Indicate if tier is based in county of Project	Notice to Owner Filed?(NTO) (Yes/No)	Date NTO Filed:	Bonded Sub? (Yes/No)	Has tier billed for work to date? select: (Yes/No)		Cumulative dollar amount tier billed for work/materials to date:	Tier's most recent invoice is dated through:	Tier's most recent release is dated through: *(as noed on releases)*	Tier's most recent release is PARTIAL or FINAL? Select One		Comments:
SAMPLE TIER 123 Example Dr. Somewhere, NC 27607 919-834-1234	*yes - PIT*	*NO*	*N/A*		*YES*	*NO*	*$12,123.00*	*4/27/2010*	*3/31/2010*	*PARTIAL*	*FINAL*	*thru March 2010*
Charleston Concrete PO Box 21909; Charleston, SC 29413 843-744-2567					YES		$1,647,825.43	12/27/2016		PARTIAL		thru December 2016
CMC Rebar 2105 South Beltline Blvd Columbia, SC 29202 803-227-7823					YES		$716,408.77	11/29/2016		PARTIAL		thru December 2016
Tendon Systems 1255 Buford Hwy Suite 204 Suwanee, GA 30024 678-835-1100					YES		$255,508.06	11/4/2016		PARTIAL		thru December 2016
East Coast Rebar, Inc. P.O. Box 351 Rutberordton, NC 28139					YES		$353,683.22	11/22/2016		PARTIAL		thru December 2016

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LETTER OF TRANSMITTAL

Lithko CONTRACTING, LLC

ATE: January 26, 2017

TO: BALFOUR BEATTY
1930 CAMDEN ROAD - SUITE 280
CHARLOTTE, NC 28203

ATTN: ACCOUNTS PAYABLE

RE: HOTEL @ MARION SQUARE

We are Sending You The Following Items Via: *EMAIL*

- [ ] Contract
- [ ] Proposal
- [ ] Billing Documents
- [ ] Tax Exempt Certificate
- [ ] Final Waiver of Lien
- [ ] Affidavit
- [ ] Change Order
- [ ] Certificate of Insurance
- [ ] Waiver
- [X] Invoice
- [ ] Subcontract
- [ ] Workers Comp. Certificate

COPIES	DATE	PROJECT	DESCRIPTION
1	1/26/2017	HOTEL @ MARION SQUARE	DRAW # 19

These are transmitted for the following Disposition:

- [ ] For Approval
- [ ] Approved
- [X] Payment
- [ ] For Your Files
- [ ] Complete and Return
- [X] As Requested
- [ ] Returned for Record Set

Remarks:

Copies To: L6593

Rosetta Barnes

ROSETTA BARNES, BILLING COORDINATOR
{513} 539-4196
P.O. BOX 270
MONROE, OH 45050

ELECTRONICALLY FILED - 2023 May 16 11:02 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Lithko Contracting, LLC

{513} 539-4144
Remittance Address
P.O. BOX 270
MONROE, OHIO 45050

Lithko CONTRACTING, LLC

139306

TO: BALFOUR BEATTY
1930 CAMDEN ROAD - SUITE 280
CHARLOTTE, NC 28203

Invoice No. 40850 RT

Invoice Date 1/26/17

Job name:	Lithko Job No.	Customer Contract No.	Project No.
HOTEL @ MARION SQUARE	L6593		13026000

Description		Amount
DRAW# 19	GROSS.....	125,666.97
	RET.....	12,566.70
		113,100.27

COMMUNICATIONS CONVEYED ON CHECK TENDERED STATING PAYMENT IN FULL AND/OR WAIVING OF LIEN RIGHTS TO ANY EXTENT MUST BE SENT TO SELLER AS FOLLOWS:
ATTN: ACCOUNTS RECEIVABLE DEPT., LITHKO CONTRACTING, INC.
P.O. BOX 270, MONROE, OH 45050

Payment Terms 30 DAYS TOTAL AMOUNT DUE ⇨ $ 113,100.27

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DEFENDANT LIBRARY ASSOCIATES, LLC'S

TRIAL EXHIBIT #73

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ELECTRONICALLY FILED - 2023 May 16 11:02 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Ashe, Candice

From: Starcevic, Nicholas
Sent: Thursday, June 01, 2017 9:02 AM
To: Ashe, Candice; Spano, Tim
Cc: Sandeen, Jeff; Stanton, David; Potter, Matthew
Subject: RE: Marion Square Satisfaction of Mechanics Lien

That's correct. So long as they have submitted all their releases, I'm good with this.

Thanks,

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

www.balfourbeattyus.com | Facebook | Twitter | YouTube | LinkedIn

Balfour Beatty Build to Last

From: Ashe, Candice
Sent: Thursday, June 01, 2017 8:51 AM
To: Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>; Spano, Tim <timspano@Balfourbeattyus.com>
Cc: Sandeen, Jeff <JSandeen@Balfourbeattyus.com>; Stanton, David <DStanton@Balfourbeattyus.com>; Potter, Matthew <mpotter@balfourbeattyus.com>
Subject: RE: Marion Square Satisfaction of Mechanics Lien

Nick,

Here is what I can do, please confirm this is ok with you.

PE16-$366,418.35-I will subtract the 193,493.00 from this pay app. The amount due will be $172,925.35, this check will be cut tomorrow.
PE17-$111,579.75-I will have the check cut tomorrow.
PE18-$113,100.28-I will have the check cut tomorrow.
PE19-$32,399.10-this will be on hold for owner funding.

Thank you,

Candice Ashe | Project Accountant
office: 704-319-4016 | email: CAshe@Balfourbeattyus.com
Balfour Beatty Construction | 1930 Camden Road, Suite 280, , Charlotte, NC 28203

www.balfourbeattyus.com | Facebook | Twitter | YouTube | LinkedIn

Balfour Beatty Build to Last

From: Starcevic, Nicholas
Sent: Thursday, June 01, 2017 8:20 AM

ALL-STATE LEGAL® EXHIBIT DFF 73

EXHIBIT 13
WIT Litko 30(b)(6)
DATE: 8.27.21
TAURA J. VULCANO, RPR

To: Ashe, Candice <CAshe@Balfourbeattyus.com>; Spano, Tim <timspano@Balfourbeattyus.com>
Cc: Sandeen, Jeff <JSandeen@Balfourbeattyus.com>; Stanton, David <DStanton@Balfourbeattyus.com>; Potter, Matthew <mpotter@balfourbeattyus.com>
Subject: RE: Marion Square Satisfaction of Mechanics Lien

Pay App 19 (attached) was included in February's Owner Draw. They just submitted 20 (attached) and is included in May's draw.

We need to hold $193,493 for pending backcharges.

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

www.balfourbeattyus.com | Facebook | Twitter | YouTube | LinkedIn

Balfour Beatty
Construction

Build to Last
Lean Expert Trusted Safe

From: Ashe, Candice
Sent: Thursday, June 01, 2017 7:53 AM
To: Spano, Tim <timspano@Balfourbeattyus.com>
Cc: Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>; Sandeen, Jeff <JSandeen@Balfourbeattyus.com>; Stanton, David <DStanton@Balfourbeattyus.com>; Potter, Matthew <mpotter@balfourbeattyus.com>
Subject: RE: Marion Square Satisfaction of Mechanics Lien

Tim,

We still need an updated lower tier release schedule for October, which list Doka. We will also need one for the November pay app. The mechanics lien document that you sent me, will this take place of any lower tier Balfour Beatty waivers that we usually collect?

Nick,

I currently have two pay apps on hold for Lithko, can you please let me know if it's ok to release the full amounts? Also, I have not received a pay app from them since November, do you have any others?

PE16-October-$366,418.35
PE17-November-$111,579.75

Thank you,

Candice Ashe | Project Accountant
office: 704-319-4016 | email: CAshe@Balfourbeattyus.com
Balfour Beatty Construction | 1930 Camden Road, Suite 280, , Charlotte, NC 28203

www.balfourbeattyus.com | Facebook | Twitter | YouTube | LinkedIn

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Construction

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From: Spano, Tim
Sent: Wednesday, May 31, 2017 3:20 PM
To: Ashe, Candice <CAshe@Balfourbeattyus.com>

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Cc: Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>; Sandeen, Jeff <JSandeen@Balfourbeattyus.com>; Stanton, David <DStanton@Balfourbeattyus.com>
Subject: FW: Marion Square Satisfaction of Mechanics Lien

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: 843.917.1656 | 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

Balfour Beatty
Construction

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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

lithko CONTRACTING LLC

843-520-6881 (Mobile)
beechj@lithko.com

Charleston Office:
4 Carriage Lane Suite 306
Charleston, SC 29407

www.lithko.com

From: Dolphyn Pamela [mailto:pam.dolphyn@doka.com]
Sent: Wednesday, May 24, 2017 7:20 AM
To: Beech, Joshua <beechj@lithko.com>
Cc: Johnson Joshua <joshua.johnson@doka.com>; Hill Daniel J. <dan.hill@doka.com>
Subject: Marion Square Satisfaction of Mechanics Lien

Good Morning,

A copy of the Marion Square recorded Satisfaction of Mechanics Lien is attached.

ELECTRONICALLY FILED - 2023 May 16 11:02 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Kind regards

Pam Dolphyn
SE/FS Collection Manager

T 470 415 4617
F 770-962-5238
pam.dolphyn@doka.com

doka

The Formwork Experts.

Doka USA Ltd.
105A Boulderbrook Circle
Lawrenceville, GA 30045 | USA
www.dokausa.com

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DEFENDANT LIBRARY ASSOCIATES, LLC'S

TRIAL EXHIBIT #74

ELECTRONICALLY FILED - 2023 May 16 11:02 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

ELECTRONICALLY FILED - 2023 May 16 11:02 AM - CHARLESTON - COMMON PLEAS - CASE#2021CP1001108

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 Ct

Charlotte, NC 28213
Mike Rohrer

JOB: Hotel at Marion Square

AT: Charleston, SC 29403

PREVIOUS CONTRACT AMOUNT	$7,550,810.67
ADD/DEDUCT for this C.O.	($17,120.00)
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 Repalcement 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 Rohrer

Title Area Level

Date 3/14/19

ACCEPTED:
BALFOUR BEATTY CONSTRUCTION, LLC

By _____

Nick Starcevic

Title Project Manager

Date 4/9/19

EXHIBIT Dft 14
ALL-STATE LEGAL®

EXHIBIT 14
WIT: Lithko 30(b)(6)
DATE: 8·27·21
TAURA J. VULCANO RPR

ELECTRONICALLY FILED - 2023 May 16 11:02 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

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)
NEW CONTRACT AMOUNT	$7,532,740.67

JOB: Hotel at Marion Square

AT: Charleston, SC 29403

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 cahrge 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 Michael S Rohrer

Title Area Lead

Date 3/14/19

ACCEPTED:
BALFOUR BEATTY CONSTRUCTION, LLC

By _____

Nick Starcevic

Title Project Manager

Date 4/9/19

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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:

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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

JOB: Hotel at Marion Square

AT: Charleston, SC 29403

PREVIOUS CONTRACT AMOUNT	$7,549,860.67
ADD/DEDUCT for this C.O.	-$1,050.00
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 Michael S Rohrer

Title Area Lead

Date 3/14/19

ACCEPTED:
BALFOUR BEATTY CONSTRUCTION, LLC

By _____

Nick Starcevic

Title Project Manager

Date 4/9/19

CHANGE ORDER
APPROVAL
COVERSHEET

C.C.O. NUMBER: 014 - 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)
- [x] BACKCHARGE SUBCONTRACTOR (SFRN #10)
- [ ] BALFOUR BEATTY REQUEST (SFRN #11)

REVIEWED BY: SIGNED & DATED:

[ ] BUYER: Shanti Pieniak

[ ] BUYER'S MANAGER:

APPROVED:

PROJECT MANAGER/EXECUTIVE:

ATTACHMENTS:

BACKUP DOCUMENTS:

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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 NW

Concord, 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 _____

Print Name Michael S Rohrer

Title Area Lead

Date 3/14/19

ACCEPTED:
BALFOUR BEATTY CONSTRUCTION, LLC

By _____

Nick Starcevic

Title Project Manager

Date 4/9/19

ELECTRONICALLY FILED - 2023 May 16 11:02 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

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:

ELECTRONICALLY FILED - 2023 May 16 11:02 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

DEFENDANT LIBRARY ASSOCIATES, LLC'S

TRIAL EXHIBIT #75

ELECTRONICALLY FILED - 2023 May 16 11:02 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

TAB 8

ELECTRONICALLY FILED - 2023 May 16 11:02 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

To: timspano@balfourbeattyus.com[timspano@balfourbeattyus.com]
From: Winovich, Dale
Sent: Mon 1/4/2016 8:04:04 PM
Subject: Marion Square Hotel-Schedule Comments' Follow Up
Marion Schedule Comments

Tim,

Per my original schedule comments (see attached) I have not received a formal response back.

I did have a conversation with Bob C. regarding most of these items. The general feedback was that BBC would work with Watson to overcome any schedule conflicts or issues. My concern is that with the float being used up before we begin our building work we will be accelerated and/or stacked in multiple areas in order to make up the schedule time.

Also, the Electrical Final Inspection Milestone date is 3 months prior to the project end date. This milestone eliminates 3 months of workable time and compresses the schedule from the backend. Per the last schedule dated 11/20/15 the second floor is already on critical path before the MEP trades can begin work.

If the schedule stands as is Watson will be incurring additional unanticipated costs in order to make the current construction schedule work.

After review of the current schedule dated 11/20/15 the Slab On Grade pour Finish Date was 11/20/15 but the actual Finish date was 12/24/15. My concern is that more time was lost which sunbsequently is delaying and impacting our scope of work.

I am open to discussing the project schedule, activity scheduling, and opportunities to help improve the project timeline.

I would also like to discuss how we are going to address schedule issues contractually so everyone is in agreement.

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

WATSON ELECTRICAL

Watson-00028428

ELECTRONICALLY FILED - 2023 May 16 11:02 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

To: timspano@balfourbeattyus.com[timspano@balfourbeattyus.com]
Cc: bdenney@balfourbeattyus.com[bdenney@balfourbeattyus.com]
From: Winovich, Dale
Sent: Mon 11/30/2015 8:31:37 PM
Subject: Marion Schedule Comments

Tim,
After a review of the schedule I have the following notes and questions.
I'm sure that we can address these items directly without much problem.
The result of addressing these items may affect the overall timeline and durations.
We can evaluate and discuss at your convenience.

1. The final inspection milestone is March of 2017 which reduces the schedule by 3 months. What activities are occurring between March and July? Project float has been used up putting the second floor on critical path before mechanical trades are established on site. Where was float applied?
2. BIM modeling Finish Date is 11-20-15. Modeling still incomplete.
3. There is a safety concern regarding structural work being performed on upper levels where MEP work is being performed below.
4. There is no electrical Site activity. This activity will tie to any service yard equipment and pads, as well as exterior site work. i.e. activities 2060, 2070, 2080.
5. The sequence of installation for the slab and in slab activities does not account for enough time to install electrical.
6. Kitchen Equipment-the schedule shows all trades working on final connections at the same time. I think there should be 1-2 day lag.
7. Back of House Area-shows framing, overhead, and in-wall activities starting at the same time. Activities 2226, 2228, 2238, 2234, 2232, 2240. Starting wall framing and in-wall rough ins at the same time is a conflict. The schedule also is stacking multiple trades in one area. This occurs in several locations.
8. There are no activities for the owner's low voltage scope(s) of work. Their installation needs to be coordinated with the electrical scope of work and I think it should be integrated into the construction schedule based on the amount of work.

Thanks Tim.

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

Watson-00028429

ELECTRONICALLY FILED - 2023 May 16 11:02 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

DEFENDANT LIBRARY ASSOCIATES, LLC'S

TRIAL EXHIBIT #76

ELECTRONICALLY FILED - 2023 May 16 11:02 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

TAB 9

ELECTRONICALLY FILED - 2023 May 16 11:02 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

To: timspano@balfourbeattyus.com[timspano@balfourbeattyus.com]
Cc: Denney, Brandon[BDenney@Balfourbeattyus.com]
From: Winovich, Dale
Sent: Fri 2/5/2016 7:40:42 PM
Subject: Marion Schedule Comments 2-5-16
Schedule 2-5-16.docx

Tim,
Please see attached comments and concerns regarding the current schedule.

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

WATSON ELECTRICAL

ELECTRONICALLY FILED - 2023 May 16 11:02 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

WATSON
ELECTRICAL

on Electrical
:tion Co. LLC
ston Division
Fortune Dr N
· 109 (29418)
n, SC 29423

143-414-0700
143-414-0704

Home Office
PO Box 3105
n St. (27893)
27895-3105

152-237-7511
152-243-1805
152-243-1607
c.com

cense: 213U
tors License:
705 075109A
cal License:
M106527

February 5, 2016

SUBJECT: The Hotel at Marion Square
RE: Notice of Schedule Impact

Tim,

As a partner with Balfour Beatty Construction on the Hotel at Marion Square I would like to address some concerns about the project schedule.

After a review of the current schedule "MSH-004 Detailed Project Schedule 1-18-16" received 01-21-16 below are our specific issues:

The current schedule shows a Finish date of September 6th, 2017 compared to the contract Finish date of July 27th, 2017 which is 41 calendar days or 29 workdays extended. The current schedule also shows a negative 27 days of float days in the project which has placed a number of electrical activities on critical path, and as current as this week the Pull Planning shows Section A Vertical Decking slipping an additional 7 days. We have seen no recovery schedule or plan to make up those days. In my estimation the project is at least 36 days behind schedule.

There are a number of locations still showing MEP activities (in wall and overhead rough in) starting at the same time stacking trades. This occurs throughout the first and second floors. There needs to be lag between MEP activities and I would also like to request that logic ties be shown on the schedule to show the relationships between activities.

I do not feel it is Watson Electrical's responsibility to make up days lost by predecessor activities or, based on the current end date, absorb the costs of extended conditions due to a slipping project schedule where Watson Electrical did not cause or contribute to the schedule falling behind. Also, with the schedule slipping and continuing to slip we request a formal extension of our contract to address time and cost.

We specifically want to discuss the in slab rough in activities and durations as requested previously. I am concerned with the durations provided and that all MEP trades and install, and rebar are all starting on the same day. This is particular concern because we are still unclear as to how the elevated slabs are going to be installed. i.e. in quadrants, halves, or full slabs. This will impact our manpower and how we staff these portions of work.

I look forward to working through any schedule issues and would like to work to resolve any issues and am open to suggestions.

ELECTRONICALLY FILED - 2023 May 16 11:02 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

WATSON
ELECTRICAL

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Rocky Mount/Wilson • Charlotte • Fayetteville • Greenville • Raleigh/Durham • Wilmington • Kernersville • Virginia Beach/Richmond • Charleston

Watson-00028426

DEFENDANT LIBRARY ASSOCIATES, LLC'S

TRIAL EXHIBIT #77

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TAB 11

ELECTRONICALLY FILED - 2023 May 16 11:02 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Balfour Beatty
Construction

Request for Payment

Pay Request #	19
Work Performed Through:	05/31/17

Subcontractor's Name: Watson Electrical Construction, Inc.
Subcontractor's Address: 3215 Fortune Dr. Suite 109
Charleston SC 29418

Phone Number: 804-650-4881
Fax Number:

Project Name: Hotel at Marion Square — Job No.: 13026400 — Date: 05/26/17
Owner: Library Associates, LLC

Description of Work: Electrical

Original Contract Amount	$3,963,792.00	
Change Order Total (Through CO #: 2)	$379,652.63	
Total Revised Contract	$4,343,444.63	
Previous Work Performed to Date(SSR)	$3,689,104.35	
Value of Materials Stored On Site	$0.00	
Value of Materials Stored Off Site		
Current Month Gross	$156,088.30	
New Work Performed to Date	$3,846,192.65	
Less 10 % Retainage	$384,519.27	
Amount Earned to Date	$3,460,673.39	
Less Previous Net Billings	~~$3,337,833.92~~	3,320,193.92
Less Adjustments/Joint Checks	$0.00	
Less Pending Back Charges	$0.00	
Total Amount this Requisition	~~$122,839.47~~	140,479.47

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

Contract Increased 20%?	Y [ ]	N [X]
If yes, bond rider received	Y [ ]	N [ ]
EEO Reports Current	Y [ ]	N [ ]
Certified Payrolls Current	Y [ ]	N [ ]
Insurance Status	Finaled	
Insurance Expiration Date	02/27/18	
Release Attached	Y [ ]	N [ ]
Tier/Supplier Release if Required	Y [ ]	N [ ]
Reducing Retention	Y [ ]	N [ ]
If reducing retainage, reducing Consent of Surety for retention reduction if bonded	From [ ] Y [ ]	To [X] N [ ]
New materials stored off site if yes, attach stored materials checklist	Y [ ]	N [X]
Final Payment if yes, see attached checklist	Y [ ]	N [X]

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

For Balfour Beatty Use Only:

	CO #	Vendor #	Job #	Contract No.
	50540	120128	13026400	535292

Date	Invoice #	Description
05/31/17	13026400 - 19	13026400 . PE# 19 . 17.05

Gross Amount	Retainage Amt	Net Amount
$156,088.30	$7,804.41	$122,839.47

Trade Account?	Tax Code	Pay Item & Cost Code	Accrue Tax?
NO		400.51600000 40	NO

Hold Codes: 02- OWNER FUNDING — Lower Tier Waivers-Check
PM Approval

Approvals: PM / Date — PA / Date: CA 05/26/17 — APA / Date

ELECTRONICALLY FILED - 2023 May 16 11:02 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Barnhart Balfour Beatty

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

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

PROJECT: **HOTEL AT MARION SQUARE**
Job #21046

APPLICATION NO: **19**

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

PERIOD TO: **5/20/2017**

FROM CONTRACTOR:
Watson Electrical
3215 Fortune Drive
North Charleston, SC 29418

VIA ARCHITECT:

PROJECT NO: **#13026000**

CONTRACT FOR: CONSTRUCTION

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	$	3,963,792.00
2. Net change by Change Orders	$	379,652.63
3. CONTRACT SUM TO DATE (Line 1 + 2)	$	4,343,444.63
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	$	3,845,192.66
5. RETAINAGE:	$	384,519.27
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$	3,460,673.39
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	~~3,337,833.92~~ 3,320,193.92
8. CURRENT PAYMENT DUE	$	~~122,839.47~~ 140,479.47
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	882,771.25

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$185,752.17	($31,965.61)
Total approved this Month	$0.00 $225,866.07	$0.00
TOTALS	$411,618.24	($31,965.61)
NET CHANGES by Change Order	$379,652.63	

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

SUBCONTRACTOR

By: _____ Date: 5/31/2017

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 ..... $ 122,839.47

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

ARCHITECT:

By: _____ Date: _____

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

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

Barnhart Balfour Beatty

CONTINUATION SHEET

AIA DOCUMENT G703

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

APPLICATION NO: 14
APPLICATION DATE: 12/15/15
PERIOD TO: 12/31/15

Balfour Beatty Project 0

BID PACKAGE #	CONTRACTOR	SCHEDULED VALUE	TOTAL CHANGE ORDERS	REVISED CONTRACT	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E+F)	WORK COMPLETED THIS PERIOD (H - E)	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE 10%
1	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	5,750.00	500.00	-	6,250.00	62.50%	3,750.00	625.00
4	PROGRESS MEETINGS	12,000.00		12,000.00	8,350.00	500.00	-	8,850.00	73.75%	3,150.00	885.00
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	164,000.00	-	-	164,000.00	78.10%	46,000.00	16,400.00
17	LIGHTNING PROTECTION	50,000.00		50,000.00	25,000.00	-	-	25,000.00	50.00%	25,000.00	2,500.00
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	15,425.00	-	-	15,425.00	88.14%	2,075.00	1,542.50
30	SITE POWER & LIGHTING-Labor	12,800.00		12,800.00	11,500.00	-	-	11,500.00	89.84%	1,300.00	1,150.00
31	SUBLEVEL			-			-	-		-	-
32	CONDUIT ROUGH IN-Material	27,500.00		27,500.00	25,600.00	1,900.00	-	27,500.00	100.00%	-	2,750.00
33	CONDUIT ROUGH IN-Labor	24,600.00		24,600.00	22,900.00	1,700.00	-	24,600.00	100.00%	-	2,460.00
34	WIRE INSTALL-Material	10,500.00		10,500.00	8,500.00	2,000.00	-	10,500.00	100.00%	-	1,050.00
35	WIRE INSTALL-Labor	15,500.00		15,500.00	12,500.00	3,000.00	-	15,500.00	100.00%	-	1,550.00

Bamhart Balfour Beatty

CONTINUATION SHEET

AIA DOCUMENT G703

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

APPLICATION NO: 14
APPLICATION DATE: 12/15/16
PERIOD TO: 12/31/16

Balfour Beatty Project 0

BID PACKAGE #	CONTRACTOR	SCHEDULED VALUE	TOTAL CHANGE ORDERS	REVISED CONTRACT	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E+F)	WORK COMPLETED THIS PERIOD (H - E)	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE 10%
36	LIGHTNG INSTALL-Material	1,560.00		1,560.00	1,000.00	560.00	-	1,560.00	100.00%	-	156.00
37	LIGHTNG INSTALL-Labor	12,600.00		12,600.00	8,100.00	4,500.00	-	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			-	-	0.00%	2,650.00	-
41	FINISH DEVICES-Labor	3,340.00		3,340.00			-	-	0.00%	3,340.00	-
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 COUNDUIT ROUGH IN-Material	18,750.00		18,750.00	18,750.00	-	-	18,750.00	100.00%	-	1,875.00
51	SLAB COUNDUIT ROUGH IN-Labor	14,750.00		14,750.00	14,750.00	-	-	14,750.00	100.00%	-	1,475.00
52	WALL/CEILING COUNDUIT ROUGH IN-Material	28,900.00		28,900.00	28,900.00	-	-	28,900.00	100.00%	-	2,890.00
53	WALL/CEILING COUNDUIT 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		7,500.00		7,500.00	51.72%	7,000.00	750.00
57	FINISH DEVICES-Labor	6,500.00		6,500.00				-	0.00%	6,500.00	-
58	LIGHTNG INSTALL-Material	4,600.00		4,600.00	3,700.00	-		3,700.00	80.43%	900.00	370.00
59	LIGHTNG 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 COUNDUIT ROUGH IN-Material	13,000.00		13,000.00	13,000.00	-		13,000.00	100.00%	-	1,300.00
63	SLAB COUNDUIT ROUGH IN-Labor	11,500.00		11,500.00	11,500.00	-		11,500.00	100.00%	-	1,150.00
64	WALL/CEILING COUNDUIT ROUGH IN-Material	24,000.00		24,000.00	24,000.00	-		24,000.00	100.00%	-	2,400.00
65	WALL/CEILING COUNDUIT 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		4,500.00		4,500.00	48.65%	4,750.00	450.00
69	FINISH DEVICES-Labor	6,500.00		6,500.00				-	0.00%	6,500.00	-
70	LIGHTNG INSTALL-Material	3,500.00		3,500.00	1,750.00	-		1,750.00	50.00%	1,750.00	175.00

Bamhart Balfour Beatty

CONTINUATION SHEET

AIA DOCUMENT G703

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APPLICATION NO: 14
APPLICATION DATE: 12/15/16
PERIOD TO: 12/31/16

Balfour Beatty Project 0

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71	LIGHITNG INSTALL-Labor	34,400.00		34,400.00	17,200.00	-		17,200.00	50.00%	17,200.00	1,720.00
72				-				-		-	-
73				-				-		-	-
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				-	0.00%	950.00	-
85	GUESTROOM FINISHES-Labor	1,250.00		1,250.00				-	0.00%	1,250.00	-
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	2,950.00	700.00		3,650.00	100.00%	-	365.00
94	OVERHEAD/ ROUGH IN-Labor	6,500.00		6,500.00	5,200.00	1,300.00		6,500.00	100.00%	-	650.00
95	WIRE INSTALL-Material	4,500.00		4,500.00	3,700.00	800.00		4,500.00	100.00%	-	450.00
96	WIRE INSTALL-Labor	6,800.00		6,800.00	5,600.00	1,200.00		6,800.00	100.00%	-	680.00
97	GUESTROOM FINISHES-Material	850.00		850.00				-	0.00%	850.00	-
98	GUESTROOM FINISHES-Labor	1,250.00		1,250.00				-	0.00%	1,250.00	-
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

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Bamnan Balfour Beatty

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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	3,850.00	-		3,850.00	85.56%	650.00	385.00
109	WIRE INSTALL-Labor	6,800.00		6,800.00	5,800.00	-		5,800.00	85.29%	1,000.00	580.00
110	GUESTROOM FINISHES-Material	650.00		650.00				-	0.00%	650.00	-
111	GUESTROOM FINISHES-Labor	800.00		800.00				-	0.00%	800.00	-
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	6,675.00	-		6,675.00	85.03%	1,175.00	667.50
122	WIRE INSTALL-Labor	10,550.00		10,550.00	9,050.00	-		9,050.00	85.78%	1,500.00	905.00
123	GUESTROOM FINISHES-Material	1,450.00		1,450.00				-	0.00%	1,450.00	-
124	GUESTROOM FINISHES-Labor	2,850.00		2,850.00				-	0.00%	2,850.00	-
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	3,100.00	1,500.00	-	4,600.00	74.19%	1,600.00	460.00
132	OVERHEAD/ ROUGH IN-Labor	8,750.00		8,750.00	4,400.00	2,100.00	-	6,500.00	74.29%	2,250.00	650.00
133	WIRE INSTALL-Material	8,600.00		8,600.00	7,150.00	1,450.00	-	8,600.00	100.00%	-	860.00
134	WIRE INSTALL-Labor	11,000.00		11,000.00	9,200.00	1,800.00	-	11,000.00	100.00%	-	1,100.00
135	GUESTROOM FINISHES-Material	1,300.00		1,300.00			-	-	0.00%	1,300.00	-
136	GUESTROOM FINISHES-Labor	2,650.00		2,650.00			-	-	0.00%	2,650.00	-
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

Barnhart Balfour Beatty

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141	GUESTROOM ROUGH IN-Material	28,670.00		28,670.00	7,360.00	21,310.00		28,670.00	100.00%	-	2,867.00
142	GUESTROOM ROUGH IN-Labor	69,850.00		69,850.00	17,785.00	52,065.00		69,850.00	100.00%	-	6,985.00
143	OVERHEAD/ ROUGH IN-Material	5,750.00		5,750.00		3,000.00		3,000.00	52.17%	2,750.00	300.00
144	OVERHEAD/ ROUGH IN-Labor	9,800.00		9,800.00		5,100.00		5,100.00	52.04%	4,700.00	510.00
145	WIRE INSTALL-Material	7,500.00		7,500.00	1,875.00	4,900.00		6,775.00	90.33%	725.00	677.50
146	WIRE INSTALL-Labor	9,600.00		9,600.00	2,400.00	6,250.00		8,650.00	90.10%	950.00	865.00
147	GUESTROOM FINISHES-Material	2,600.00		2,600.00				-	0.00%	2,600.00	-
148	GUESTROOM FINISHES-Labor	6,740.00		6,740.00				-	0.00%	6,740.00	-
149				-				-		-	-
150	9TH 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	2,500.00	-		2,500.00	32.89%	5,100.00	250.00
154	OVERHEAD/ ROUGH IN-Labor	9,500.00		9,500.00	3,100.00	-		3,100.00	32.63%	6,400.00	310.00
155	WIRE INSTALL-Material	4,400.00		4,400.00	2,450.00	-		2,450.00	55.68%	1,950.00	245.00
156	WIRE INSTALL-Labor	6,300.00		6,300.00	3,525.00	-		3,525.00	55.95%	2,775.00	352.50
157	LIGHTNG/DEVICE FINISHES-Material	10,500.00		10,500.00	3,200.00	-		3,200.00	30.48%	7,300.00	320.00
158	LIGHTNG/DEVICE FINISHES-Labor	21,600.00		21,600.00	6,500.00	-		6,500.00	30.09%	15,100.00	650.00
159				-				-	#DIV/0!	-	-
160				-				-	#DIV/0!	-	-
161				-				-	#DIV/0!	-	-
162	CHANGE ORDERS			-				-	#DIV/0!	-	-
163	Change order #1-Switchboard LSP Upgrade	19,491.47		19,491.47	19,491.47	-		19,491.47	100.00%	-	1,949.15
164	Change Order #2-Suspon Receptacles	13,579.29		13,579.29	13,579.29	-		13,579.29	100.00%	-	1,357.93
165	Change Order #3-Mods #2 & #4	70,979.02		70,979.02	70,979.02	-		70,979.02	100.00%	-	7,097.90
166	FWO-Supplemental Instruction 36 Week 1	18,710.00		18,710.00	18,710.00	-		18,710.00	100.00%	-	1,871.00
167	Change Order #4-Mod #1	(31,965.61)		(31,965.61)				-	0.00%		-
168	FWO-Supplemental Instruction 36 Week 2	22,359.20		22,359.20	22,359.20	-		22,359.20	100.00%	-	2,235.92
169	FWO L7 and L8 Cable Testing	2,595.05		2,595.05	2,595.05			2,595.05	100.00%	-	259.51
170	FWO 3rd Floor Shower Niche Switch Rework	5,561.48		5,561.48	5,561.48			5,561.48	100.00%	-	556.15
171	FWO Rework Queen Mock Up	1,344.60		1,344.60	1,344.60			1,344.60	100.00%	-	134.46
172	FWO Rework King Mock Up	1,818.50		1,818.50	1,818.50			1,818.50	100.00%	-	181.85
173	FWO 1st Floor Chandelier Light Box Rework	1,505.37		1,505.37	1,505.37			1,505.37	100.00%	-	150.54
174	Modification #5	27,808.59		27,808.59	20,000.00			20,000.00	71.92%	7,808.59	2,000.00

Samhart Balfour Beatty

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175	Credit Line Item 168	-		-	(1,116.63)	-		(1,116.63)			
176	Credit Line Item 174	-		-	(20,000.00)	-		(20,000.00)			
177	Change Order #6-Booster Heaters	21,529.00		21,529.00		11,500.00		11,500.00	53.42%	10,029.00	1,150.00
178	Change Order #7-Supplemental Instruction #25	14,032.77		14,032.77		8,500.00		8,500.00	60.57%	5,532.77	850.00
179	Change Order #8- Mock Up Room Revisions	3,361.00		3,361.00		3,361.00		3,361.00	100.00%	-	336.10
180	Change Order #9-Private Dining	2,592.30		2,592.30		2,592.30		2,592.30	100.00%	-	259.23
181	Change Order MSB New Switchboard	181,731.26		181,731.26				-	0.00%	181,731.26	-
	GRAND TOTALS	4,340,825.29	0.00	4,340,825.29	3,689,104.35	156,088.30	0.00	3,845,192.65	88.58%	495,632.64	385,185.60

Balfour Beatty
Construction

TIER RELEASE SCHEDULE

Job Name	Hotel at Marion Square
Job #	13026000

Date Prepared:	5/19/2018

PRIME SUB'S NAME	Watson Elect
Attachment for Pay Req #:	19
for Month Ending:	5/31/2017

A	B	C	D	E	F		G	H	I	J		K
Subcontractors/Suppliers List all subs or suppliers who will perform work for this contract. List Address & Phone Number	Indicate if tier is based in county of Project	Notice to Owner Filed?(NTO) (Yes/No)	Date NTO Filed:	Bonded Sub? (Yes/No)	Has tier billed for work to date? select: (Yes/No)		Cumulative dollar amount tier billed for work/materials to date:	Tier's most recent invoice is dated through:	Tier's most recent release is dated through: *(as noed on releases)*	Tier's most recent release is PARTIAL or FINAL? Select One		Comments:
SAMPLE TIER *123 Example Dr.* *Somewhere, NC 27607* *919-834-1234*	*yes - PIT*	*NO*	*N/A*		YES	NO	*$12,123.00*	*4/27/2010*	*3/31/2010*	*(PARTIAL)*	*FINAL*	*thru March 2010*
NextGen LLC 131 Dalliana Way, Suite B Summerville, SC 29483 843-871-8630	Yes	No	N/A	No	*YES*	*(NO)*	$119,000.00	2/28/2017	2/28/2017	(PARTIAL)	FINAL	
Shealy Electrical Wholesalers 10009 Highway 78 Ladson, SC 843-879-0232	No	No	N/A	No	*(YES)*	*NO*	$1,259,146.15	12/28/2016	12/28/2016	(PARTIAL)	FINAL	
Hagemeyer North America 4790 Goer Drive North Charleston, SC 29406 843-991-6832	Yes	No	N/A	No	*YES*	*(NO)*	$329,849.26	4/20/2017	4/20/2017	(PARTIAL)	FINAL	
Lightning Protection Solutions Marietta, Ga 770-402-1789	No	No	N/A	No	*YES*	*(NO)*	$0.00	N/A		PARTIAL	FINAL	Not on site yet.
Chapman Company 3168 Sand Marsh Lane Mt. Pleasant, SC 29466 843-881-0051	Yes	No	N/A	No	YES	*(NO)*	$5,400.00	3/15/2016	3/15/2016	PARTIAL	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	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	

ELECTRONICALLY FILED - 2023 May 16 11:02 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

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

KNOW ALL MEN BY THESE PRESENTS:

That ___Watson Electrical 140,479.47 _____ (the "Lienor") for and in consideration of the payment of the sum of $___~~122,839.47~~____ 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____, 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 _19___ day of _May___,2017.

Signed, sealed and delivered
In the presence of:

_____
Signature
Cherie Clubb
Print Name

Watson Electrical LLC_____
a South Carolina corporation

Dale J Winovich Digitally signed by Dale J Winovich DN: C=US + OU=Div 21 + CN=Dale J Winovich + O=Watson Electric + E=dwinovich@watsonelec.com Date: 2017.05.26 09:49:52-04'00'
Signature
Dale J Winovich, Project Manager
Print Name & Title

STATE OF South Carolina

COUNTY OF Charleston

The foregoing instrument was acknowledged before me this __19 day of _May___, 2017, 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.

Michele C Brownlee
NOTARY PUBLIC, STATE OF SC

My Commission Expires: ~~April 22nd, 2021~~ August 20, 2025

MICHELE C BROWNLEE NOTARY PUBLIC SOUTH CAROLINA

DEFENDANT LIBRARY ASSOCIATES, LLC'S

TRIAL EXHIBIT #78

ELECTRONICALLY FILED - 2023 May 16 11:02 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

TAB 18

ELECTRONICALLY FILED - 2023 May 16 11:02 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

ELECTRONICALLY FILED - 2023 May 16 11:02 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

OWNER	LIBRARY ASSOCIATES, LLC. 17 Lockwood Drive, Suite 400 Charleston, SC 29401	PROJECT	THE HOTEL AT MARION SQUARE 404 KING STREET CHARLESTON, SC 29403	APPLICATION PERIOD FROM PERIOD TO	39 06/01/2018 06/30/2018
CONTRACTOR ADDRESS	Balfour Beatty Construction, LLC 1930 Camden Rd Charlotte, NC 28203	ARCHITECT ADDRESS	WINFORD LINDSAY ARCHITECT 344 West Pike Street Lawrenceville, GA 30046	VENDOR #: ARCHITECT'S PROJECT NO	
CONTRACT	THE HOTEL AT MARION SQUARE (Project #13026000)	PHONE #	770-407-5796		

DISTRIBUTION TO:

- [X] OWNER
- [X] CONTRACTOR
- [X] ARCHITECT
- [ ] ENGINEERS

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

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY			
Change Orders approved in previous months by Owner		ADDITIONS	DEDUCTIONS
TOTAL		$ 5,086,255.34	
Approved this Month			
No.	Date Approved		
14		$ 60,007.36	
TOTALS		$ 60,007.36	$ -
Net change by Change Orders		$ 5,146,262.70	

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

CONTRACTOR: **Balfour Beatty Construction, LLC.**

By: Alex Dooley Date: 7/10/18

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

1. ORIGINAL CONTRACT SUM		$ 59,344,747.00
2. Net change by Change Orders		$ 5,146,262.70
3. CONTRACT SUM TO DATE (Line 1 + 2)		$ 64,491,009.70
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 60,937,682.87
5. RETAINAGE:		
a. Completed Work	$ 3,708,856.78	
b. Stored Materials	$ 1,125.00	
Total Retainage (Line 5a + 5b or Total in Column J of G703)		$ 3,709,981.78
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)		$ 57,227,701.08
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 55,024,207.66
8. CURRENT PAYMENT DUE		$ 2,203,493.42
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)		$ 7,263,308.62

State of: South Carolina County of: Charleston

Subscribed and sworn to before me this 10th day of July 2018

Notary Public: Nicholas Wegener

My Commission expires: 07/22/26

NICHOLAS WEGENER NOTARY PUBLIC COM. EXP. 07/22/2026 SOUTH CAROLINA

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED $ 2,203,493.42

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

ARCHITECT: WINFORD LINDSAY ARCHITECT

By: Jennifer Faulkinberry Date: 7.18.19

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

G702-1983

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ONTINUATION SHEET

PPLICATION AND CERTIFICATION FOR PAYMENT

ntaining Contractor's signed certification is attached.

abulations below, amounts are stated to the nearest dollar.

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

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

COI TION G703

APPLICATION NUMBE 39
PERIOD FROI 01/2018
PERIOD TO 6/30/2018

A	B		C				D	E	F	G	H	I	J
			COMMITMENT VALUES				WORK COMPLETED						
LINE		WORK DESCRIPTION	ORIGINAL AMOUNT	CHANGE ORDERS	BUDGET TRANSFERS	CURRENT AMOUNT	FROM PREVIOUS APPLICATION	THIS PERIOD	STORED MATERIALS	TOTAL COMPLETE AND STORED TO DATE (D + E)	% COMPLETE (G/C3)	BALANCE TO FINISH (C3 -G)	RETAINAGE
			-1-	-2-		-3-							
1	G/C'S	GENERAL CONDITIONALS (28 months)	3,216,855.00		14,984.00	3,231,839.00	3,224,975.00	6,864.00	-	3,231,839.00	100.0%	-	161,591.95
2						-	-	-	-	-	-	-	-
3		SUBCONTRACTS / COST OF WORK				-	-	-	-	-	-	-	-
4	GENERAL					-	-	-	-	-	-	-	-
5	00A	STAGING AND LOGISTICS	621,074.00			621,074.00	616,224.16		-	616,224.16	99.4%	4,849.84	40,811.21
6	01A	GENERAL TRADES	875,833.00		(400.00)	875,433.00	353,555.79	22,900.00	-	376,355.79	43.0%	499,077.21	37,635.58
7	SITE					-	-	-	-	-		-	-
8	02A	SITEWORK	1,632,494.00		(17,466.05)	1,615,027.95	1,443,743.43		-	1,443,743.43	89.4%	171,284.52	72,187.17
9	02J	HARDSCAPE, LANDSCAPE & IRRIGATION	317,316.00			317,316.00	279,257.00	23,686.75		302,943.75	95.5%	14,372.25	15,147.19
10	02K	SITE DEMOLTION ALLOWANCE	80,000.00			80,000.00	57,509.27	-	-	57,509.27	71.9%	22,490.73	5,750.93
11	STRUCTURE												
12	02L	DEEP FOUNDATIONS	2,228,614.00		(110,000.00)	2,118,614.00	1,778,278.00	-	-	1,778,278.00	83.9%	340,336.00	-
13	03A	CAST-IN-PLACE CONCRETE	7,337,695.00		163,387.93	7,501,282.93	7,501,282.93	-	-	7,501,282.93	100.0%	-	375,064.15
14	04A	MASONRY- CMU & CAST STONE	2,378,350.00		192,639.23	2,570,989.23	2,547,325.67	13,395.00	-	2,560,720.67	99.6%	10,268.56	256,072.07
15	05A	MISC METALS	2,474,750.00		(56,016.00)	2,418,734.00	1,804,882.11	-	11,250.00	1,816,132.11	75.1%	602,601.89	181,613.21
16	SHELL					-	-	-	-	-		-	-
17	07A	ROOFING	855,698.00		234,206.00	1,089,904.00	1,071,744.58		-	1,071,744.58	98.3%	18,159.42	53,587.23
18	07B	WATERPROOFING/ CAULKING	742,900.00		50,409.40	793,309.40	778,447.71	-	-	778,447.71	98.1%	14,861.69	77,844.77
19	07E	STUCCO	913,038.00		442,246.36	1,355,284.36	1,332,736.03	13,968.87	-	1,346,704.90	99.4%	8,579.46	67,335.25
20	007F	FIREPROOFING	7,580.00			7,580.00	-	-	-	-	0.0%	7,580.00	-
21	07X	FIRESTOPPING	20,000.00		(20,000.00)	-	-	-	-	-	#DIV/0!	-	-
22	08F	GLASS (Hopes Jamestown Painted Steel Storefront)	1,283,597.00			1,283,597.00	1,193,425.08	19,834.05	-	1,213,259.13	94.5%	70,337.87	60,662.96
23	08H	INTERIOR GLAZING	1,154,577.00		1,091,666.50	2,246,243.50	2,119,784.78		-	2,119,784.78	94.4%	126,458.72	105,989.24
24	08I	WINDOWS	740,395.00		(740,395.00)	-	-	-	-	-	#DIV/0!	-	-
25	13C	FABRIC AWNINGS	12,000.00			12,000.00	-	-	-	-	0.0%	12,000.00	-
26	INTERIORS					-	-	-	-	-	#DIV/0!	-	-
27	04A	MASONRY- INTERIOR CAST STONE	250,000.00		(167,530.00)	82,470.00	71,699.00	10,285.00		81,984.00	99.4%	486.00	8,198.40
28	05A	INTERIORS ORNAMENTAL METALS	230,000.00		(81,470.00)	148,530.00	-	-	-	-	0.0%	148,530.00	-
29	06A	ROUGH CARPENTRY	211,677.00		55,000.00	266,677.00	264,647.12		-	264,647.12	99.2%	2,029.88	13,232.36
30	08D	DOORS, FRAMES, AND HARDWARE	1,606,746.00		153,240.72	1,759,986.72	1,204,050.61	167,876.63	-	1,371,927.24	78.0%	388,059.48	137,192.72
31	08R	SPECIAL DOORS	359,997.00		(120,000.00)	239,997.00	153,837.00	-	-	153,837.00	64.1%	86,160.00	7,691.85
32	08X	SMOKE CONTAINMENT BARRIER	13,353.00		112,100.00	125,453.00	19,966.00	-	-	19,966.00	15.9%	105,487.00	1,996.60
33	09A	METAL STUD FRAMING & DRYWALL / ACCOUSTICAL CEILINGS	3,717,093.00		760,791.37	4,477,884.37	4,409,135.56	58,873.07	-	4,468,008.63	99.8%	9,875.74	223,400.43
34	10A	SPECIALTIES	606,681.00		(17,169.00)	589,512.00	332,339.00	58,274.00	-	390,613.00	66.3%	198,899.00	19,530.65
35	10C	OPERABLE PARTITIONS	83,437.00			83,437.00	76,869.50	-	-	76,869.50	92.1%	6,567.50	7,686.95
36	11A	EQUIPMENT (PARKING LIFTS)	481,755.00		(7,558.00)	474,197.00	400,602.20	-	-	400,602.20	84.5%	73,594.80	40,060.22
37	11B	KITCHEN EQUIPMENT	-	-	984,873.00	984,873.00	974,953.81	-	-	974,953.81	99.0%	9,919.19	48,747.69
38	13A	POOL	365,864.00		(54,064.00)	311,800.00	287,560.00	-	-	287,560.00	92.2%	24,240.00	14,378.00
39	14A	ELEVATORS	1,475,219.00		140,400.07	1,615,619.07	1,476,919.00	-	-	1,476,919.00	91.4%	138,700.07	147,691.90
40	14B	WHEEL CHAIR LIFT	15,000.00			15,000.00	-	-	-	-	0.0%	15,000.00	-
41								-					
42	MEP					-		-		-			
43	15B	HVAC & PLUMBING	8,018,142.00		709,093.32	8,727,235.32	8,727,219.14	-	-	8,727,219.14	100.0%	16.18	436,360.96
44	15D	FIRE PROTECTION	466,920.00			466,920.00	463,939.38	1,327.50	-	465,266.88	99.6%	1,653.12	46,526.69
45	16A	ELECTRICAL	3,963,792.00		560,288.66	4,524,080.66	4,446,144.36	36,260.63	-	4,482,405.19	99.1%	41,675.49	448,240.52
46	FINISHES							-		-			
47	06B	FINISH CARPENTRY & CUSTOM MILLWORK	2,105,485.00	-	479,763.00	2,585,248.00	2,476,265.00	103,871.90		2,580,136.90	99.8%	5,111.10	129,006.85
48	09B	FLOORING	397,147.00	-	(19,085.00)	378,062.00	249,355.17	38,692.00		288,047.17	76.2%	90,014.83	28,804.72
49	09D	PAINTING & WALLCOVER	619,814.00		321,419.60	941,233.60	907,698.61	5,968.39	-	913,667.00	97.1%	27,566.60	45,683.35
50	09E	STONE & HARD TILE	3,568,850.00	-	(149,282.03)	3,419,567.97	3,372,954.45	34,208.70	-	3,407,163.15	99.6%	12,404.82	170,358.16
51	OCO 1	RCO 1, RCO 4, RCO 5, RCO 6, RCO 8, RCO 10, RCO 12	-	274,953.15	(274,953.15)	-	-	-	-	-	#DIV/0!	-	-
52	OCO 2	RCO 3, RCO 7, RCO 11, RCO 15, RCO 32,	-	80,241.74	(80,241.74)	-	-	-	-	-	#DIV/0!	-	-
53	OCO 3	RCO 14, RCO 27R1, RCO 9R1, RCO 20R1	-	1,046,791.54	(1,046,791.54)	-	-	-	-	-	#DIV/0!	-	-
54	OCO 4	RCO 17R1, RCO 40	-	12,874.68	(12,874.68)	-	-	-	-	-	#DIV/0!	-	-
55	OCO 5	RCO 22, RCO 28, RCO 33, RCO 47, RCO 50, RCO53, RCO 66, RCO 68, RCO 77, RCO 81		65,161.71	(65,161.71)	-	-	-	-	-	#DIV/0!	-	-
56	OCO 6	RCO 35, RCO 36, RCO 39, RCO 45, RCO 46, RCO 51, RCO 52, RCO 85, RCO 87, RCO 95		369,310.84	(369,310.84)	-	-	-	-	-	#DIV/0!	-	-
57	OCO 7	RCO 19, RCO 23R1, RCO 25, RCO 26R3, RCO 31, RCO 38, RCO 55, RCO 58, RCO 61, RCO 62, RCO 64, RCO 67, RCO 70, RCO 72, RCO 73R1, RCO 78, RCO 90, RCO 91, RCO 92, RCO 93, RCO 94, RCO 96, RCO 97, RCO 98, RCO 99, RCO 101, RCO 114, RCO 116, RCO 117, RCO 119, RCO 120, RCO 121, RCO 124, RCO 128, RCO 133, RCO 139		1,178,513.75	(1,178,513.75)	-	-	-	-	-	#DIV/0!	-	-
58	OCO 8	RCO 084, RCO 104, RCO 107R4, RCO 111, RCO 113R1, RCO 125R1, RCO 127R1, RCO 135R1, RCO 137, RCO 138R3, RCO 142R2, RCO 145, RCO 147, RCO 149R2, RCO 150, RCO 153, RCO 155, RCO 157, RCO 165, RCO 170, RCO 173		1,156,837.97	(1,156,837.97)	-	-	-	-	-	#DIV/0!	-	-
59	OCO 9	RCO016, RCO 100R4, RCO 112, RCO 126, RCO 129, RCO 143, RCO 146R3, RCO 158, RCO 160R1, RCO 162, RCO 164, RCO 169R1, RCO 171.1, RCO 174, RCO 175R1, RCO 176, RCO 179, RCO 180, RCO 181, RCO 183, RCO 185, RCO 186, RCO 188, RCO 189R1, RCO 190, RCO 191, RCO 195, RCO 196, RCO 202, RCO 203R1, RCO 207, RCO 214, RCO 218, RCO 220		340,037.37	(340,037.37)	-	-	-	-	-	#DIV/0!	-	
60	OCO 10	RCO 144, RCO 151R1, RCO 163, RCO 167, RCO 168, RCO 193, RCO 199R3, RCO 201R1, RCO 206, RCO 210, RCO 217, RCO 224, RCO 226, RCO 228, RCO 229, RCO 230R2, RCO 232, RCO 234		169,340.91	(169,340.91)	-	-	-	-	-	0	-	
61	OCO 11	Construction Change Directives - April Draw		10,987.00	(10,987.00)	-	-	-	-	-		-	
62	OCO 12	RCO 140, RCO 204R1, RCO 231, RCO 238		94,035.32	(94,035.32)	-	-	-	-	-		-	
63	OCO 13	Construction Change Directives - May Draw		33,945.00	(33,945.00)	-	-	-	-	-		-	
64	OCO 14	Construction Change Directives - June Draw		56,610.72	(56,610.72)	-							
		SUBTOTAL	55,649,938.00	4,891,641.70	14,432.40	60,556,012.10	56,619,328.45	616,186.69	11,250.00	57,246,763.14	94.5%	3,309,248.96	3,486,081.89

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CONTINUATION SHEET
APPLICATION AND CERTIFICATE FOR PAYMENT
containing Contractor's signed certifi ched,
In tabulations below, amounts are sta earest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

CONTINUATION G703

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

APPLICATION NUMBER 39
PERIOD FROM 01/2018
PERIOD TO 08/30/2018

A	B	C				D	E	F	G	H	I	J
		COMMITMENT VALUES				WORK COMPLETED			TOTAL			
LINE	WORK DESCRIPTION	ORIGINAL AMOUNT	CHANGE ORDERS	BUDGET TRANSFERS	CURRENT AMOUNT	FROM PREVIOUS APPLICATION	THIS PERIOD	STORED MATERIALS	COMPLETE AND STORED TO DATE (D + E)	% COMPLETE (G/C3)	BALANCE TO FINISH (C3 -G)	RETAINAGE
		-1-	-2-		-3-							
65	CONSTRUCTION CONTINGENCY (2.25%)	1,060,688.00	-	(14,432.40)	1,046,255.60	743,946.55		-	743,946.55	71.1%	302,309.05	74,394.66
66	SPECIALTY SPACE SUPERVISION - NBM	100,000.00	-	-	100,000.00	-	-	-	-	0.0%	100,000.00	-
67	GENERAL LIABILITY INSURANCE (1%)	595,200.00	53,376.49	-	648,576.49	648,087.74	588.75	-	648,676.49	100.0%	-	-
68	SUBGUARD (1.25%)	670,160.00	66,325.33	-	736,485.33	735,777.70	707.63	-	736,485.33	100.0%	-	-
	SUBTOTAL	58,076,066.00	5,011,343.52	(0.00)	63,087,409.52	58,747,118.44	617,483.07	11,250.00	59,375,851.51	94.1%	3,711,558.01	3,560,476.55
69	FEE (2.5%)	1,451,902.00	134,919.16		1,586,821.16	1,479,334.03	15,718.33		1,495,052.36	94.2%	91,768.82	149,505.24
	TOTAL CONSTRUCTION COST	59,527,968.00	5,146,262.70	(0.00)	64,674,230.70	60,226,452.47	633,201.40	11,250.00	60,870,903.87	94.1%	3,803,326.83	3,709,981.78
70	PRECONSTRUCTION FEE	66,779.00			66,779.00	66,779.00	-		66,779.00	100.0%	-	-
	TOTAL COST WITH PRECON	59,594,747.00	5,146,262.70	(0.00)	64,741,009.70	60,293,231.47	633,201.40	11,250.00	60,937,682.87	94.1%	3,803,326.83	3,709,981.78
66	BUYOUT REDUCTION CONTRIBUTION	(250,000.00)			(250,000.00)				-	0.0%	(250,000.00)	-
	GRAND TOTAL	59,344,747.00	5,146,262.70	(0.00)	64,491,009.70	60,293,231.47	633,201.40	11,250.00	60,937,682.87	94.5%	3,553,326.83	3,709,981.78

Balfour Beatty
Construction

Request for Payment

Pay Request #	PE31
Work Performed Through:	06/30/18

Subcontractor's Name: Watson Electrical Construction, Inc.
Subcontractor's Address: 3215 Fortune Dr. Suite 100
Charleston SC 29418

Phone Number: 804-550-4881
Fax Number:

Project Name: Hotel at Marion Square Job No.: 13026400 Date: 06/27/18
Owner: Library Associates, LLC

Description of Work: Electrical

Original Contract Amount	$3,963,792.00
Change Order Total Through CO #: 2	$527,981.08
Total Revised Contract	$4,491,773.08
Previous Work Performed to Date(SSR)	$4,444,312.17
Value of Materials Stored On Site	$0.00
Value of Materials Stored Off Site	$0.00
Current Month Gross	$36,260.83
New Work Performed to Date	$4,480,573.00
Less 10 % Retainage	$448,057.30
Amount Earned to Date	$4,032,515.70
Less Previous Net Billings	$3,999,880.95
Less Adjustments/Joint Checks	$0.00
Less Pending Back Charges	$0.00
Total Amount this Requisition	$32,634.75

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

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

Insurance Status: Finaled
Insurance Expiration Date: 02/27/19

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

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

For Balfour Beatty Use Only:

	CO #	Vendor #	Job #	Contract No.
	50540	120128	13026400	535292

Date	Invoice #	Description
06/30/18	13026400 - PE31	13026400 . PE# PE31 . 18.06

Gross Amount	Retainage Amt	Net Amount
$36,260.83	$1,613.04	$32,634.75

Trade Account?	Tax Code	Pay Item & Cost Code	Accrue Tax?
NO		400.51600000.40	NO

Hold Codes: O/F check on waivers
PM App

Approvals:
PM / Date
CA 06/27/18
PA / Date
APA / Date

ELECTRONICALLY FILED - 2023 May 16 11:02 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

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Barnhart Balfour Beatty

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

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

PROJECT: **HOTEL AT MARION SQUARE**
Job #21046

APPLICATION NO: **31**

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

PERIOD TO: **6/30/2018**

FROM CONTRACTOR:
Watson Electrical
3215 Fortune Drive
North Charleston, SC 29418

VIA ARCHITECT:

PROJECT NO: **#13026000**

CONTRACT FOR: CONSTRUCTION

CONTRACTOR'S APPLICATION FOR PAYMENT

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

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	$ 3,963,792.00
2. Net change by Change Orders	$ 527,981.08
3. CONTRACT SUM TO DATE (Line 1 ± 2)	$ 4,491,773.08
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	4,480,573.00 ~~$ 4,480,765.19~~
5. RETAINAGE:	448,057.30 ~~$ 448,076.52~~
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	4,032,515.70 ~~$ 4,032,688.67~~
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$ 3,999,880.95
8. CURRENT PAYMENT DUE	32,634.75 ~~$ 32,807.72~~
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$ 459,084.41

SUBCONTRACTOR

By: _____ Date: 6/11/2018

CONTRACTOR

By: _____ Date: _____

CONSTRUCTION MANAGER:

By: _____ Date: _____

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$550,597.97	($31,965.61)
Total approved this Month	$0.00 $9,348.72	$0.00
TOTALS	$559,946.69	($31,965.61)
NET CHANGES by Change Order	$527,981.08	

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 ..... $ 32,807.72

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

ARCHITECT:

By: _____ Date: _____

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

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

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CONTINUATION SHEET

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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)	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)
1	MOBILIZATION	20,000.00		20,000.00	20,000.00	-	-	20,000.00	100.00%	-
2	SUBMITTALS	15,000.00		15,000.00	15,000.00	-	-	15,000.00	100.00%	-
3	SAFETY	10,000.00		10,000.00	10,000.00		-	10,000.00	100.00%	-
4	PROGRESS MEETINGS	12,000.00		12,000.00	12,000.00	-	-	12,000.00	100.00%	-
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%	-
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%	-
11	SEISMIC	16,500.00		16,500.00	16,500.00	-	-	16,500.00	100.00%	-
12	DISTRIBUTION PACKAGE	325,862.00		325,862.00	325,862.00	-	-	325,862.00	100.00%	-
13	EMERGENCY GENERATOR	82,950.00		82,950.00	82,950.00	-	-	82,950.00	100.00%	-
14	TEMP CONSTRUCTION SERVICE-Material	34,800.00		34,800.00	34,800.00	-	-	34,800.00	100.00%	-
15	TEMP CONSTRUCTION SERVICE-Labor	36,000.00		36,000.00	36,000.00	-	-	36,000.00	100.00%	-
16	FIRE ALARM	210,000.00		210,000.00	179,000.00	15,000.00	-	194,000.00	92.38%	16,000.00
17	LIGHTNING PROTECTION	50,000.00		50,000.00	49,000.00	-	-	49,000.00	98.00%	1,000.00
18				-			-	-		-
19				-			-	-		-
20	SITE			-			-	-		-
21	PRIMARY DUCT BANK-Material	22,000.00		22,000.00	22,000.00	-	-	22,000.00	100.00%	-
22	PRIMARY DUCT BANK-Labor	15,350.00		15,350.00	15,350.00	-	-	15,350.00	100.00%	-
23	SECONDARY DUCT BANK-Material	16,700.00		16,700.00	16,700.00	-	-	16,700.00	100.00%	-
24	SECONDARY DUCT BANK-Labor	13,250.00		13,250.00	13,250.00	-	-	13,250.00	100.00%	-
25	SECONDARY FEEDERS-Material	24,000.00		24,000.00	24,000.00	-	-	24,000.00	100.00%	-
26	SECONDARY FEEDERS-Labor	13,250.00		13,250.00	13,250.00	-	-	13,250.00	100.00%	-
27	SITE EQUIPMENT PADS-Material	15,000.00		15,000.00	15,000.00	-	-	15,000.00	100.00%	-
28	SITE EQUIPMENT PADS-Labor	8,300.00		8,300.00	8,300.00	-	-	8,300.00	100.00%	-
29	SITE POWER & LIGHTING-Material	17,500.00		17,500.00	16,725.00	-	-	16,725.00	95.57%	775.00
30	SITE POWER & LIGHTING-Labor	12,800.00		12,800.00	12,250.00	-	-	12,250.00	95.70%	550.00
31	SUBLEVEL			-			-	-		-
32	CONDUIT ROUGH IN-Material	27,500.00		27,500.00	27,500.00	-	-	27,500.00	100.00%	-
33	CONDUIT ROUGH IN-Labor	24,600.00		24,600.00	24,600.00	-	-	24,600.00	100.00%	-
34	WIRE INSTALL-Material	10,500.00		10,500.00	10,500.00	-	-	10,500.00	100.00%	-
35	WIRE INSTALL-Labor	15,500.00		15,500.00	15,500.00	-	-	15,500.00	100.00%	-
36	LIGHTING INSTALL-Material	1,560.00		1,560.00	1,560.00	-	-	1,560.00	100.00%	-

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CONTINUATION SHEET

AIA DOCUMENT G703

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In tabulations below, amounts are stated to the nearest dollar
Use Column I on Contracts where variable retainage for line items may apply

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37	LIGHTING INSTALL-Labor	12,600.00		12,600.00	12,600.00	-	-	12,600.00	100.00%	-
38	DISTRIBUTION EQUIP INSTALL-Material	4,500.00		4,500.00	4,500.00	-	-	4,500.00	100.00%	-
39	DISTRIBUTION EQUIP INSTALL-Labor	6,800.00		6,800.00	6,800.00	-	-	6,800.00	100.00%	-
40	FINISH DEVICES-Material	2,650.00		2,650.00	2,350.00	-	-	2,350.00	88.68%	300.00
41	FINISH DEVICES-Labor	3,340.00		3,340.00	2,950.00	-	-	2,950.00	88.32%	390.00
42	DISTRIBUTION CONDUITS-Material	56,500.00		56,500.00	56,500.00		-	56,500.00	100.00%	-
43	DISTRIBUTION CONDUITS-Labor	51,000.00		51,000.00	51,000.00		-	51,000.00	100.00%	-
44	FEEDER WIRE-Material	38,800.00		38,800.00	38,800.00	-	-	38,800.00	100.00%	-
45	FEEDER WIRE-Labor	31,600.00		31,600.00	31,600.00	-	-	31,600.00	100.00%	-
46	BUSDUCT INSTALL-Material	6,500.00		6,500.00	6,500.00	-	-	6,500.00	100.00%	-
47	BUSDUCT INSTALL-Labor	21,800.00		21,800.00	21,800.00	-	-	21,800.00	100.00%	-
48				-			-	-		-
49	1ST FLOOR			-			-	-		-
50	SLAB COUNDUIT ROUGH IN-Material	18,750.00		18,750.00	18,750.00	-	-	18,750.00	100.00%	-
51	SLAB COUNDUIT ROUGH IN-Labor	14,750.00		14,750.00	14,750.00	-	-	14,750.00	100.00%	-
52	WALL/CEILING COUNDUIT ROUGH IN-Material	28,900.00		28,900.00	28,900.00	-	-	28,900.00	100.00%	-
53	WALL/CEILING COUNDUIT ROUGH IN-Labor	35,000.00		35,000.00	35,000.00	-		35,000.00	100.00%	-
54	WIRE INSTALL-Material	11,000.00		11,000.00	11,000.00	-		11,000.00	100.00%	-
55	WIRE INSTALL-Labor	13,500.00		13,500.00	13,500.00	-		13,500.00	100.00%	-
56	FINISH DEVICES-Material	14,500.00		14,500.00	13,500.00	-		13,500.00	93.10%	1,000.00
57	FINISH DEVICES-Labor	6,500.00		6,500.00	6,000.00	-		6,000.00	92.31%	500.00
58	LIGHTING INSTALL-Material	4,600.00		4,600.00	3,700.00	-		3,700.00	80.43%	900.00
59	LIGHTING INSTALL-Labor	26,300.00		26,300.00	21,050.00	-		21,050.00	80.04%	5,250.00
60				-				-		-
61	2ND FLOOR			-				-		-
62	SLAB COUNDUIT ROUGH IN-Material	13,000.00		13,000.00	13,000.00	-		13,000.00	100.00%	-
63	SLAB COUNDUIT ROUGH IN-Labor	11,500.00		11,500.00	11,500.00	-		11,500.00	100.00%	-
64	WALL/CEILING COUNDUIT ROUGH IN-Material	24,000.00		24,000.00	24,000.00	-		24,000.00	100.00%	-
65	WALL/CEILING COUNDUIT ROUGH IN-Labor	32,800.00		32,800.00	32,800.00	-		32,800.00	100.00%	-
66	WIRE INSTALL-Material	8,900.00		8,900.00	8,900.00	-		8,900.00	100.00%	-
67	WIRE INSTALL-Labor	10,400.00		10,400.00	10,400.00	-		10,400.00	100.00%	-
68	FINISH DEVICES-Material	9,250.00		9,250.00	8,700.00	-		8,700.00	94.05%	550.00
69	FINISH DEVICES-Labor	6,500.00		6,500.00	6,150.00	-		6,150.00	94.62%	350.00
70	LIGHTING INSTALL-Material	3,500.00		3,500.00	2,250.00	600.00		2,850.00	81.43%	650.00
71	LIGHTING INSTALL-Labor	34,400.00		34,400.00	22,200.00	6,000.00		28,200.00	81.98%	6,200.00
72				-				-		-

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73				-				-		-
74				-				-		-
75	3RD FLOOR			-				-		-
76	SLAB ROUGH IN-Material	3,700.00		3,700.00	3,700.00	-		3,700.00	100.00%	-
77	SLAB ROUGH IN-Labor	7,800.00		7,800.00	7,800.00	-		7,800.00	100.00%	-
78	GUESTROOM ROUGH IN-Material	50,850.00		50,850.00	50,850.00	-		50,850.00	100.00%	-
79	GUESTROOM ROUGH IN-Labor	99,500.00		99,500.00	99,500.00	-		99,500.00	100.00%	-
80	OVERHEAD/ ROUGH IN-Material	3,650.00		3,650.00	3,650.00	-		3,650.00	100.00%	-
81	OVERHEAD/ ROUGH IN-Labor	6,500.00		6,500.00	6,500.00	-		6,500.00	100.00%	-
82	WIRE INSTALL-Material	4,500.00		4,500.00	4,500.00	-		4,500.00	100.00%	-
83	WIRE INSTALL-Labor	6,800.00		6,800.00	6,800.00	-		6,800.00	100.00%	-
84	GUESTROOM FINISHES-Material	950.00		950.00	950.00	-		950.00	100.00%	-
85	GUESTROOM FINISHES-Labor	1,250.00		1,250.00	1,250.00	-		1,250.00	100.00%	-
86				-				-		-
87				-				-		-
88	4TH FLOOR			-				-		-
89	SLAB ROUGH IN-Material	3,700.00		3,700.00	3,700.00	-		3,700.00	100.00%	-
90	SLAB ROUGH IN-Labor	7,800.00		7,800.00	7,800.00	-		7,800.00	100.00%	-
91	GUESTROOM ROUGH IN-Material	49,850.00		49,850.00	49,850.00	-		49,850.00	100.00%	-
92	GUESTROOM ROUGH IN-Labor	99,600.00		99,600.00	99,600.00	-		99,600.00	100.00%	-
93	OVERHEAD/ ROUGH IN-Material	3,650.00		3,650.00	3,650.00	-		3,650.00	100.00%	-
94	OVERHEAD/ ROUGH IN-Labor	6,500.00		6,500.00	6,500.00	-		6,500.00	100.00%	-
95	WIRE INSTALL-Material	4,500.00		4,500.00	4,500.00	-		4,500.00	100.00%	-
96	WIRE INSTALL-Labor	6,800.00		6,800.00	6,800.00	-		6,800.00	100.00%	-
97	GUESTROOM FINISHES-Material	850.00		850.00	850.00	-		850.00	100.00%	-
98	GUESTROOM FINISHES-Labor	1,250.00		1,250.00	1,250.00	-		1,250.00	100.00%	-
99				-				-		-
100				-				-		-
101	5TH FLOOR			-				-		-
102	SLAB ROUGH IN-Material	3,400.00		3,400.00	3,400.00	-		3,400.00	100.00%	-
103	SLAB ROUGH IN-Labor	7,200.00		7,200.00	7,200.00	-		7,200.00	100.00%	-
104	GUESTROOM ROUGH IN-Material	49,550.00		49,550.00	49,550.00	-		49,550.00	100.00%	-
105	GUESTROOM ROUGH IN-Labor	98,650.00		98,650.00	98,650.00	-		98,650.00	100.00%	-
106	OVERHEAD/ ROUGH IN-Material	4,890.00		4,890.00	4,890.00	-		4,890.00	100.00%	-
107	OVERHEAD/ ROUGH IN-Labor	8,760.00		8,760.00	8,760.00	-		8,760.00	100.00%	-
108	WIRE INSTALL-Material	4,500.00		4,500.00	4,500.00	-		4,500.00	100.00%	-

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109	WIRE INSTALL-Labor	6,800.00		6,800.00	6,800.00	-		6,800.00	100.00%	-
110	GUESTROOM FINISHES-Material	650.00		650.00	490.00	160.00		650.00	100.00%	-
111	GUESTROOM FINISHES-Labor	800.00		800.00	600.00	200.00		800.00	100.00%	-
112				-				-		-
113				-				-		-
114	6TH FLOOR			-				-		-
115	SLAB ROUGH IN-Material	4,800.00		4,800.00	4,800.00	-		4,800.00	100.00%	-
116	SLAB ROUGH IN-Labor	9,750.00		9,750.00	9,750.00	-		9,750.00	100.00%	-
117	GUESTROOM ROUGH IN-Material	29,880.00		29,880.00	29,880.00	-		29,880.00	100.00%	-
118	GUESTROOM ROUGH IN-Labor	52,640.00		52,640.00	52,640.00	-		52,640.00	100.00%	-
119	OVERHEAD/ ROUGH IN-Material	6,640.00		6,640.00	6,640.00	-		6,640.00	100.00%	-
120	OVERHEAD/ ROUGH IN-Labor	8,950.00		8,950.00	8,950.00	-		8,950.00	100.00%	-
121	WIRE INSTALL-Material	7,850.00		7,850.00	7,850.00	-		7,850.00	100.00%	-
122	WIRE INSTALL-Labor	10,550.00		10,550.00	10,550.00	-		10,550.00	100.00%	-
123	GUESTROOM FINISHES-Material	1,450.00		1,450.00	1,100.00	-		1,100.00	75.86%	350.00
124	GUESTROOM FINISHES-Labor	2,850.00		2,850.00	2,150.00	-		2,150.00	75.44%	700.00
125				-				-		-
126	7TH FLOOR			-				-		-
127	SLAB ROUGH IN-Material	5,250.00		5,250.00	5,250.00	-		5,250.00	100.00%	-
128	SLAB ROUGH IN-Labor	11,250.00		11,250.00	11,250.00	-		11,250.00	100.00%	-
129	GUESTROOM ROUGH IN-Material	30,550.00		30,550.00	30,550.00	-	-	30,550.00	100.00%	-
130	GUESTROOM ROUGH IN-Labor	62,160.00		62,160.00	62,160.00	-	-	62,160.00	100.00%	-
131	OVERHEAD/ ROUGH IN-Material	6,200.00		6,200.00	6,200.00	-	-	6,200.00	100.00%	-
132	OVERHEAD/ ROUGH IN-Labor	8,750.00		8,750.00	8,750.00	-	-	8,750.00	100.00%	-
133	WIRE INSTALL-Material	8,600.00		8,600.00	8,600.00	-	-	8,600.00	100.00%	-
134	WIRE INSTALL-Labor	11,000.00		11,000.00	11,000.00	-	-	11,000.00	100.00%	-
135	GUESTROOM FINISHES-Material	1,300.00		1,300.00	650.00	250.00	-	900.00	69.23%	400.00
136	GUESTROOM FINISHES-Labor	2,650.00		2,650.00	1,325.00	500.00	-	1,825.00	68.87%	825.00
137				-			-	-		-
138	8TH FLOOR			-			-	-		-
139	SLAB ROUGH IN-Material	7,500.00		7,500.00	7,500.00	-	-	7,500.00	100.00%	-
140	SLAB ROUGH IN-Labor	12,050.00		12,050.00	12,050.00	-		12,050.00	100.00%	-
141	GUESTROOM ROUGH IN-Material	28,670.00		28,670.00	28,670.00	-		28,670.00	100.00%	-
142	GUESTROOM ROUGH IN-Labor	69,850.00		69,850.00	69,850.00	-		69,850.00	100.00%	-
143	OVERHEAD/ ROUGH IN-Material	5,750.00		5,750.00	5,750.00	-		5,750.00	100.00%	-
144	OVERHEAD/ ROUGH IN-Labor	9,800.00		9,800.00	9,800.00	-		9,800.00	100.00%	-

AIA DOCUMENT G703 CONTINUATION SHEET FOR GMP INSTRUCTIONS ... 1992
THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W. WASHINGTON, D.C. 20006-5292

ELECTRONICALLY FILED - 2023 May 16 11:02 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Barnhart Balfour Beatty

CONTINUATION SHEET

AIA DOCUMENT G703

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

APPLICATION NO:
APPLICATION DATE:
PERIOD TO:

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)
145	WIRE INSTALL-Material	7,500.00		7,500.00	7,500.00	-		7,500.00	100.00%	-
146	WIRE INSTALL-Labor	9,600.00		9,600.00	9,600.00	-		9,600.00	100.00%	-
147	GUESTROOM FINISHES-Material	2,600.00		2,600.00	1,000.00	800.00		1,800.00	69.23%	800.00
148	GUESTROOM FINISHES-Labor	6,740.00		6,740.00	2,600.00	2,010.00		4,610.00	68.40%	2,130.00
149				-				-		-
150	9TH FLOOR-ROOF TERRACE			-				-		-
151	SLAB ROUGH IN-Material	4,700.00		4,700.00	4,700.00			4,700.00	100.00%	-
152	SLAB ROUGH IN-Labor	5,800.00		5,800.00	5,800.00			5,800.00	100.00%	-
153	OVERHEAD/ ROUGH IN-Material	7,600.00		7,600.00	7,600.00	-		7,600.00	100.00%	-
154	OVERHEAD/ ROUGH IN-Labor	9,500.00		9,500.00	9,500.00	-		9,500.00	100.00%	-
155	WIRE INSTALL-Material	4,400.00		4,400.00	4,400.00	-		4,400.00	100.00%	-
156	WIRE INSTALL-Labor	6,300.00		6,300.00	6,300.00	-		6,300.00	100.00%	-
157	LIGHITNG/DEVICE FINISHES-Material	10,500.00		10,500.00	6,300.00	-		6,300.00	60.00%	4,200.00
158	LIGHITNG/DEVICE FINISHES-Labor	21,600.00		21,600.00	13,000.00	-		13,000.00	60.19%	8,600.00
159				-				-	#DIV/0!	-
160				-				-	#DIV/0!	-
161				-				-	#DIV/0!	-
162	CHANGE ORDERS			-				-	#DIV/0!	-
163	(BBC # 01) Switchboard LSP Upgrade (01)	19,491.47	1	19,491.47	19,491.47	-		19,491.47	100.00%	-
164	(BBC # 02) Bussport Receptacles (02)	13,579.29	2	13,579.29	13,579.29	-		13,579.29	100.00%	-
165	(BBC # 04) Change Order #3-Mods #2 & #4 (03)	70,979.02	4	70,979.02	70,979.02	-		70,979.02	100.00%	-
166	(BBC # 15) FWO-Supplemental Instruction 36 Week 1 (14)	17,722.36	15	17,722.36	17,722.36	-		17,722.36	100.00%	-
167	(BBC # 05) Mod #1	(31,965.61)	5	(31,965.61)				-	0.00%	
168	(BBC # 15) FWO-Supplemental Instruction 36 Week 2 (15)	22,359.20	15	22,359.20	22,359.20	-		22,359.20	100.00%	-
169										
170	FWO L7 and L8 Cable Testing	2,595.05	please issue	2,595.05	2,595.05			2,595.05	100.00%	-
171	(BBC # 20) FWO 3rd Floor Shower Niche Switch Rework (21)	4,815.37	20	4,815.37	4,815.37	-		4,815.37	100.00%	-
172	(BBC # 15) FWO Rework Queen Mock Up	1,344.60	15	1,344.60	1,344.60			1,344.60	100.00%	-
173	(BBC # 15) FWO Rework King Mock Up	1,818.50	15	1,818.50	1,818.50			1,818.50	100.00%	-
174	FWO 1st Floor Chandelier Light Box Rework	1,505.37	please issue	1,505.37	1,505.37			1,505.37	100.00%	-
175	(BBC # 25) Modification #5	14,044.90	25	14,044.90	14,044.90	-		14,044.90	100.00%	-
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	6	21,529.00	21,529.00	-		21,529.00	100.00%	-
179	(BBC # 07) Supplemental Instruction #25 (07)	14,032.77	7	14,032.77	14,032.77	-		14,032.77	100.00%	-
180	(BBC # 08) Mock Up Room Revisions (05)	3,361.00	8	3,361.00	3,361.00	-		3,361.00	100.00%	-

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181	(BBC # 09) Private Dining (06)	2,592.30	9	2,592.30	2,592.30	-		2,592.30	100.00%	-
182	(BBC # 11) MSB New Switchboard (10)	150,625.59	11	150,625.59	150,625.59	-		150,625.59	100.00%	-
183	(BBC # 10) SI 39-Patisserie (09)	2,581.16	10	2,581.16	2,581.16	-		2,581.16	100.00%	-
184	Change Order SI 39-Guestrooms' Downlights (08)	2,083.87	14	2,083.87	2,083.87			2,083.87	100.00%	-
185	(BBC # 16) SI 39-Stair 4 (11)	6,932.57	16	6,932.57	6,000.00	-		6,000.00	86.55%	932.57
186	(BBC # 17) SI 40R1-Roof top Bar (12)	29,317.48	17	29,317.48	28,100.00	1,217.48		29,317.48	100.00%	-
187	(BBC # 18) Condensate Pumps (13)	2,423.50	18	2,423.50	2,423.50			2,423.50	100.00%	-
188	(BBC # 12) DD/LR Fixture Finish (16)	9,919.61	12	9,919.61	9,919.61	-		9,919.61	100.00%	-
189	(BBC # 19) Banquet UDS (18)	12,068.23	19	12,068.23	12,068.23	-		12,068.23	100.00%	-
190	(BBC # 23) Modification #7 (20)	42,719.96	23	42,719.96	42,719.96	-		42,719.96	100.00%	-
191	(BBC # 23) Modification #6 (19)	18,502.38	23	18,502.38	18,502.38	-		18,502.38	100.00%	-
192	(BBC # 20) Level 7 & 8 Cable (21)	52,528.55 ~~67,933.67~~	20	52,528.55 ~~67,933.67~~	52,000.00	-		52,000.00	76.55%	15,933.67
193	(BBC # 31) C/O DCI Coordor Markup/Changes Levels 3 & 4 (17)	17,133.08 ~~17,325.27~~	31	17,133.08 ~~17,325.27~~	17,125.27	7.81 ~~100.00~~		17,133.08 ~~17,325.27~~	100.00%	-
194	(BBC # 31) C/O DCI Coordor Markup/Changes Level 5-8 (17)	27,066.82	31	27,066.82	26,900.00	166.82		27,066.82	100.00%	-
195	(BBC # 31) C/O SI #36 Level 5-8 & L3-4 Trim Out (17)	28,168.29	31	28,168.29	28,168.29	-		28,168.29	100.00%	-
196	(BBC # 30) Additional Low Voltage Sleeves	3,996.08	30	3,996.08	3,996.08	-		3,996.08	100.00%	-
197	Change Order Lighting Reconciliation	2,606.73	need to issue	2,606.73	2,606.73	-		2,606.73	100.00%	-
198	(BBC # 24) Lower Concierge Soffits (29)	350.00	24	350.00	350.00	-		350.00	100.00%	-
199	(BBC # 21) Storm Sump Pump #4 (24)	12,718.14	21	12,718.14	12,718.14	-		12,718.14	100.00%	-
200	(BBC # 22) Supplemental Instruction #32 (22)	8,985.00	22	8,985.00	8,985.00	-		8,985.00	100.00%	-
201	(BBC # 23) Supplmental Instruction #42	3,286.63	23	3,286.63	3,286.63	-		3,286.63	100.00%	-
202	(BBC # 26) DC-04 Remobilization (25)	3,850.00	23	3,850.00	3,850.00	-		3,850.00	100.00%	-
203	(BBC # 27) Carolina Lanterns (26)	13,631.67	27	13,631.67	13,631.67	-		13,631.67	100.00%	-
204	(BBC # 28) Lobby Floor Box Power (27)	532.04	28	532.04	532.04	-		532.04	100.00%	-
205	(BBC # 29) SI #53 (28)	1,765.10	29	1,765.10				-	0.00%	1,765.10
206	Change Order BBC Field Site Field Office	3,632.45	need to issue	3,632.45	3,632.45	-		3,632.45	100.00%	-
207	Spa / Retail	306.92	13	306.92				-	0.00%	306.92
208				-				-	#DIV/0!	-
209	CCD 004 Boardroom	662.04	need to issue	662.04		662.04		662.04	100.00%	-
210	CCD 005 Wall Cut Out for Plenum / Transfer Air			-				-	#DIV/0!	-
211	CCD 006 Stair #4	271.66	need to issue	271.66		271.66		271.66	100.00%	-
212	CCD 007 SI62R1 Dining Outlets	3,028.13	need to issue	3,028.13		3,028.13		3,028.13	100.00%	-
213	CCD 008 Manager's Apartment	5,386.89	need to issue	5,386.89		5,386.89		5,386.89	100.00%	-
214				-				-	#DIV/0!	-
215				-				-	#DIV/0!	-

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	GRAND TOTALS	~~4,626,274.47~~	0.00	~~4,626,274.47~~	4,444,312.17	~~26,453.02~~	0.00	~~4,498,765.19~~	96.85%	145,509.28
		4,610,677.16		4,610,677.16		36,260.83		4,480,573.00		

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Construction

TIER RELEASE SCHEDULE

Job Name	Hotel at Marion Square
Job #	13025000

Date Prepared:	5/11/2018

PRIME SUB'S NAME	Watson Elect
Attachment for Pay Req #:	31
for Month Ending:	5/30/2018

A	B	C	D	E	F		G	H	I	J		K
Subcontractors/Suppliers List all subs or suppliers who will perform work for this contract. List Address & Phone Number	Indicate if tier is based in county of Project	Notice to Owner Filed?(NTO) (Yes/No)	Date NTO Filed:	Bonded Sub? (Yes/No)	Has tier billed for work to date? select: (Yes/No)		Cumulative dollar amount tier billed for work/materials to date:	Tier's most recent invoice is dated through:	Tier's most recent release is dated through: (as need on releases)	Tier's most recent release is PARTIAL or FINAL? Select One		Comments:
SAMPLE TIER 123 Example Dr. Somewhere, NC 27607 919-834-1234	*yes - PIT*	*NO*	*N/A*		*YES*	*NO*	*$12,123.00*	*4/27/2010*	*3/31/2010*	*(PARTIAL)*	*FINAL*	*thru March 2010*
NextGen LLC 131 Dalliana Way, Suite B Summerville, SC 29483 843-871-8620	Yes	No	N/A	No	YES	(NO)	$192,253.13	3/31/2018	3/31/2018	(PARTIAL)	FINAL	
Sheely Electrical Wholesalers 10009 Highway 78 Ladson, SC 843-879-6232	No	No	N/A	No	(YES)	NO	$2,340,456.05	1/30/2018	1/30/2018	(PARTIAL)	FINAL	
Hagemeyer North America 4790 Goer Drive North Charleston, SC 29406 843-991-6837	Yes	No	N/A	No	YES	(NO)	$385,013.18	6/12/2018	6/12/2018	(PARTIAL)	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	(PARTIAL)	FINAL	
Chapman Company 3168 Sand Marsh Lane Mt. Pleasant, SC 29555 843-881-0051	Yes	No	N/A	No	YES	(NO)	$9,841.30	12/12/2017	12/12/2017	(PARTIAL)	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	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	

PROPOSED CHANGE ORDER

CCN #	174
Date:	6/12/2018
Project Name:	Marion Square Hotel
Project Number:	21046
Page Number:	1

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

Client Address:

Balfour Beatty Construction
306 Meeting Street
Charleston, South Carolina

Work Description

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

This Field Work Order includes the labor and material to complete the work related to CCD#4. Work included :

-cut in data and move LV & 120V power to center of TV.

This quote covers direct costs only and we reserve the right to claim for impact and consequential costs.
This price is good for acceptance within 30 days from the date of receipt.
We request a time extension of 1 days.
We will supply and install all materials, labor, and equipment as per your instructions on <CCN_174> <ccn_174>.

Itemized Breakdown

Phase	Material($)	Labor Hrs
|| INCOMPLETE	3.30	0.00
Total	**3.30**	**0.00**

INCOMPLETE

Drawing	Material($)	Labor Hrs
|| CCD #4	3.30	0.00
Total	**3.30**	**0.00**

INCOMPLETE / CCD #4

Description	Qty	Net Price	U	Total Mat.	Labor	U	Total Hrs.
4x 1 1/2" SQ BOX COMB KO	4	46.67	C	1.87	40.00	C	0.00
4" SQ 1G PLSTR RING 5/8" RISE	3	32.96	C	0.99	25.00	C	0.00
4" SQ 2G PLSTR RING 5/8" RISE	1	44.33	C	0.44	25.00	C	0.00
Totals	**8**			**3.30**			**0.00**

Summary

General Materials		3.30
Material Tax	(@ 9.000 %)	0.30
Material Total		**3.60**
JOURNEYMAN	(5.50 Hrs @ $52.00)	286.00

ORIGINAL

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WATSON ELECTRICAL

(CCN - 174)

DAILY TIME & MATERIAL WORK REPORT

Date	Job No.	Work Order No.
April 12 2016	2016	CCD-241

M	T	W	T	F	S	S	Job Name
							[illegible]

Description of Work: [illegible]

Start time 11:30 – [illegible]
Finish Time 2:00 [illegible]

MATERIAL LIST

Quantity	Description	Rate	Amount
4	4x4 Boxes		
	2 Gang plaster Ring		
2	1 Gang plaster Ring		

Total $

LABOR LIST

Name	Title	Reg Hrs	Rate	OT Hrs	Rate	Amount
[illegible]		2.75				
[illegible]		2.75				
11:30 – [illegible]						

Total 5.50 HR $

EQUIPMENT LIST

Description	Hours	Rate	Amount	Mileage	Rate	Amount

Total $

Completed By:

Watson Electrical Construction Co. LLC

☒ Job Complete ☐ Not Complete

Approved By:

Form No. 447 (3/03)

DIVISION

WATSON ELECTRICAL

CCN 175

DAILY TIME & MATERIAL WORK REPORT

Date	Job No.	Work Order No.

M	T	W	T	F	S	S	Job Name

Description of Work:

MATERIAL LIST

Quantity	Description	Rate	Amount
Total			$

LABOR LIST

Name	Title	Reg Hrs	Rate	OT Hrs	Rate	Amount
Total						$

EQUIPMENT LIST

Description	Hours	Rate	Amount	Mileage	Rate	Amount
Total						$

Completed By:

Watson Electrical Construction Co. LLC

☐ Job Complete ☐ Not Complete

Approved By:

Form No. 447 (3/03)

DIVISION

ELECTRONICALLY FILED - 2023 May 16 11:02 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CCN 176

WATSON ELECTRICAL

DAILY TIME & MATERIAL WORK REPORT

Date	Job No.	Work Order No.

M	T	W	T	F	S	S	Job Name

Description of Work:

MATERIAL LIST

Quantity	Description	Rate	Amount
Total			$

LABOR LIST

Name	Title	Reg Hrs	Rate	OT Hrs	Rate	Amount
Total						$

EQUIPMENT LIST

Description	Hours	Rate	Amount	Mileage	Rate	Amount
Total						$

Completed By:

Watson Electrical Construction Co., Inc.

☐ Job Complete ☐ Not Complete

Approved By:

Form No. 447 (3/03)

DIVISION

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WATSON ELECTRICAL

CCN 1716

DAILY TIME & MATERIAL WORK REPORT

Date	Job No.	Work Order No.
6/1/13	2104	CCD#1

M	T	W	T	F	S	S	Job Name
X							[illegible]

Description of Work:

MATERIAL LIST

Quantity	Description	Rate	Amount
	[illegible]		
Total			$

LABOR LIST

Name	Title	Reg Hrs	Rate	OT Hrs	Rate	Amount
[illegible]	[illegible]	1				
[illegible]	[illegible]	[illegible]				
Total						$

EQUIPMENT LIST

Description	Hours	Rate	Amount	Mileage	Rate	Amount
Total						$

Completed By:

Watson Electrical Construction Co. LLC

☐ Job Complete ☐ Not Complete

Approved By:

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WATSON ELECTRICAL

CON 177

DAILY TIME & MATERIAL WORK REPORT

Date	Job No.	Work Order No.
6/4/11		

M	T	W	T	F	S	S	Job Name

Description of Work:

MATERIAL LIST

Quantity	Description	Rate	Amount
Total			$

LABOR LIST

Name	Title	Reg Hrs	Rate	OT Hrs	Rate	Amount
Total						$

EQUIPMENT LIST

Description	Hours	Rate	Amount	Mileage	Rate	Amount
Total						$

Completed By:

Watson Electrical Construction Co. LLC

☐ Job Complete ☐ Not Complete

Approved By:

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WATSON ELECTRICAL

CCN 177

DAILY TIME & MATERIAL WORK REPORT

Date	Job No.	Work Order No.

M	T	W	T	F	S	S	Job Name

Description of Work:

MATERIAL LIST

Quantity	Description	Rate	Amount
Total			$

LABOR LIST

Name	Title	Reg Hrs	Rate	OT Hrs	Rate	Amount
Total						$

EQUIPMENT LIST

Description	Hours	Rate	Amount	Mileage	Rate	Amount
Total						$

Completed By:

Watson Electrical Construction Co. LLC

☐ Job Complete ☐ Not Complete

Approved By:

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WATSON ELECTRICAL

CN 177

DAILY TIME & MATERIAL WORK REPORT

Date	Job No.	Work Order No.

M	T	W	T	F	S	S	Job Name

Description of Work:

MATERIAL LIST

Quantity	Description	Rate	Amount
Total			$

LABOR LIST

Name	Title	Reg Hrs	Rate	OT Hrs	Rate	Amount
Total						$

EQUIPMENT LIST

Description	Hours	Rate	Amount	Mileage	Rate	Amount
Total						$

Completed By:

Watson Electrical Construction Co. LLC

☐ Job Complete ☐ Not Complete

Approved By:

Form No. 447 (3/03)

DIVISION

WATSON ELECTRICAL

CON 177

DAILY TIME & MATERIAL WORK REPORT

Date	Job No.	Work Order No.
6/14/11		

M	T	W	T	F	S	S	Job Name

Description of Work:

MATERIAL LIST

Quantity	Description	Rate	Amount
Total			$

LABOR LIST

Name	Title	Reg Hrs	Rate	OT Hrs	Rate	Amount
Total						$

EQUIPMENT LIST

Description	Hours	Rate	Amount	Mileage	Rate	Amount
Total						$

Completed By:

Watson Electrical Construction Co. LLC

☐ Job Complete ☐ Not Complete

Approved By:

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(CN 177

WATSON ELECTRICAL

DAILY TIME & MATERIAL WORK REPORT

Date	Job No.	Work Order No.

M	T	W	T	F	S	S	Job Name

Description of Work:

MATERIAL LIST

Quantity	Description	Rate	Amount

Total $

LABOR LIST

Name	Title	Reg Hrs	Rate	OT Hrs	Rate	Amount

Total $

EQUIPMENT LIST

Description	Hours	Rate	Amount	Mileage	Rate	Amount

Total $

Completed By:

Watson Electrical Construction Co. LLC

☐ Job Complete ☐ Not Complete

Approved By:

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Pay App 31 June 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	

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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

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STATE OF SC
COUNTY OF Lexington

LOWER TIER AFFIDAVIT OF WAIVER OF LIEN

FROM: Border States Electric
(Second Tier Subcontractor / Supplier)

TO: Watson Electrical Charleston
(First Tier Subcontractor or General Contractor)

JOB AND LOCATION: 21046 Hotel At Marion

The undersigned hereby certifies the following:

1. That he/she is familiar with the matters set forth in this Affidavit.
2. The total purchase order for this project is $ 157,011.57 (optional)
3. That all materials and/or labor supplied to the above-referenced job (check boxes that apply; more than one box may be checked):
   - ☐ All invoices have been paid in full through ____/____/_____ ; OR
   - ☒ That upon receipt of the sum of $ 24,404.26 I will be paid for all materials and or labor supplied to the job through 5-31-18 ; OR
   - ☐ That upon receipt of the sum of $ _____, I will be paid full and final for all materials and/or labor supplied through the end of the project.
4. This affidavit releases any liens and claims on bonds through the date specified, upon receipt of any payment due in item 3 above.

IN WITNESS WHEREOF, the Undersigned has signed this instrument this 13 day of June, 2018.

COMPANY: Border States Electric

BY: CCraven

TITLE: Credit analyst

Subscribed and sworn to me this the 13 day of June 2018.

Notary Public [signature]

My Commission Expires:

John Dabe
NOTARY PUBLIC
State of South Carolina
My Commission Expires 4/10/2028

ELECTRONICALLY FILED - 2023 May 16 11:02 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

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

KNOW ALL MEN BY THESE PRESENTS:

That ___Watson Electrical_____ (the "Lienor") for and in consideration of the payment of the sum of 32,634.79 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 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 _12___ day of _June_,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.

Cherie Clubb
NOTARY PUBLIC, STATE OF SC

My Commission Expires: CHERIE CLUBB Notary Public, South Carolina My Commission Expires April 22, 2022

DEFENDANT LIBRARY ASSOCIATES, LLC'S

TRIAL EXHIBIT #79

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TAB 19

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APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

OWNER	**LIBRARY ASSOCIATES, LLC.** 17 Lockwood Drive, Suite 400 Charleston, SC 29401	PROJECT	**THE HOTEL AT MARION SQUARE** 404 KING STREET CHARLESTON, SC 29403	APPLICATION PERIOD FROM PERIOD TO	**40** 07/01/2018 07/31/2018
CONTRACTOR ADDRESS	**Balfour Beatty Construction, LLC** 1930 Camden Rd Charlotte, NC 28203	ARCHITECT ADDRESS PHONE #	**WINFORD LINDSAY ARCHITECT** 344 West Pike Street Lawrenceville, GA 30046 770-407-5796	VENDOR #: ARCHITECT'S PROJECT NO	
CONTRACT	**THE HOTEL AT MARION SQUARE** (Project #13026000)				

DISTRIBUTION TO:

- [X] OWNER
- [X] CONTRACTOR
- [X] ARCHITECT
- [ ] ENGINEERS

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

CONTRACTOR'S APPLICATION FOR PAYMENT

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

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

CONTRACTOR: **Balfour Beatty Construction, LLC.**

By: [signature] Date: 8/29/18

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

1. ORIGINAL CONTRACT SUM			$ 59,344,747.00
2. Net change by Change Orders			$ 5,430,154.57
3. CONTRACT SUM TO DATE (Line 1 + 2)			$ 64,774,901.57
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)			$ 61,837,494.46
5. RETAINAGE:			
a.	Completed Work	$ 3,595,255.30	
b.	Stored Materials	$ 232.70	
Total Retainage (Line 5a + 5b or Total in Column J of G703)			$ 3,595,488.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)			$ 58,242,006.47
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)			$ 57,227,701.08
8. CURRENT PAYMENT DUE			$ 1,014,305.39
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)			$ 6,532,895.10

State of: South Carolina County of: Charleston

Subscribed and sworn to before me this 29 day of August 2018

Notary Public: Nicholas Wegener

My commission expires: 7/22/2026

NICHOLAS WEGENER NOTARY PUBLIC COM. EXP. 07/22/2026 SOUTH CAROLINA

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED $ 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

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

CONTINUATION G703

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

APPLICATION NUMBER 40
PERIOD FROM 07/01/2018
PERIOD TO 07/31/2018

A	B	C				D	E	F	G	H	I	J
		COMMITMENT VALUES				WORK COMPLETED			TOTAL			
LINE	WORK DESCRIPTION	ORIGINAL AMOUNT	CHANGE ORDERS	BUDGET TRANSFERS	CURRENT AMOUNT	FROM PREVIOUS APPLICATION	THIS PERIOD	STORED MATERIALS	COMPLETE AND STORED TO DATE (D + E)	% COMPLETE (G/C)	BALANCE TO FINISH (C - G)	RETAINAGE
		-A-	-B-		-C-							
1	G/C'S	GENERAL CONDITIONS (39 months)	3,216,853.00		31,935.00	3,248,790.00	3,231,839.00	16,951.00	3,248,790.00	100.0%	-	162,439.50
2					-	-	-	-	-	-	-	-
3		SUBCONTRACTS / COST OF WORK			-	-	-	-	-	-	-	-
4	GENERAL				-	-	-	-	-	-	-	-
5	00A	STAGING AND LOGISTICS	801,074.00		821,074.00	816,224.16	-	-	816,224.16	99.4%	4,849.84	40,811.21
6	01A	GENERAL TRADES	878,433.00		(400.00)	376,355.79	28,900.00	-	404,355.79	46.2%	470,077.21	37,905.58
7	SITE				-	-	-	-	-		-	-
8	02A	SITEWORK	1,622,494.00		(17,466.05)	1,516,027.95	1,443,743.43	196,133.84	1,639,877.27	98.1%	16,190.68	80,273.11
9	02J	HARDSCAPE, LANDSCAPE & IRRIGATION	317,316.00			317,316.00	302,943.75	6,349.38	309,293.13	97.5%	8,023.87	15,464.61
10	02K	SITE DEMOLITION ALLOWANCE	60,000.00		(22,490.73)	37,509.27	37,509.27	-	37,509.27	100.0%	-	5,750.93
11	STRUCTURE											
12	03L	DEEP FOUNDATIONS	2,328,814.00		(190,000.00)	2,038,814.00	1,778,278.00	-	1,778,278.00	87.3%	260,536.00	-
13	03A	CAST-IN-PLACE CONCRETE	2,327,895.00		160,387.93	2,501,282.93	2,501,282.93	-	2,501,282.93	100.0%	-	375,064.15
14	04A	MASONRY - CMU & CAST STONE	2,376,356.00		192,438.33	2,570,794.33	2,560,730.67	-	2,560,730.67	99.6%	10,063.66	256,073.07
15	05A	MISC. METALS	2,474,736.00		(139,467.52)	2,335,262.48	1,816,133.11	23,405.90	1,839,539.01	78.8%	495,661.47	183,953.90
16	SHELL				-	-	-	-	-		-	-
17	07A	ROOFING	855,698.00		234,206.00	1,089,904.00	1,071,744.58	-	1,071,744.58	98.3%	18,159.42	53,587.23
18	07B	WATERPROOFING/ CAULKING	742,900.00		30,405.43	773,305.43	776,447.71	-	776,447.71	98.1%	14,981.65	77,644.77
19	07E	STUCCO	913,024.00		432,245.38	1,345,269.38	1,345,704.90	-	1,345,704.90	99.4%	8,978.48	67,335.25
20	07FF	FIREPROOFING	7,580.00		(7,580.00)	-	-	-	-	#DIV/0!	-	-
21	07S	FIRESTOPPING	20,000.00		(20,000.00)	-	-	-	-	#DIV/0!	-	-
22	08F	GLASS (Super Jamestown Painted Steel Storefront)	1,383,597.00	$ 40,000.00	1,323,597.00	1,313,258.13	87,534.62	-	1,310,797.55	99.0%	12,760.05	65,540.00
23	08H	INTERIOR GLAZING	1,134,577.00	1,091,666.50	2,226,243.50	2,118,284.75	122,075.35	-	2,241,360.12	99.5%	4,883.37	112,084.01
24	08I	WINDOWS	740,395.00	(740,395.00)	-	-	-	-	-	#DIV/0!	-	-
25	13C	FABRIC AWNINGS	12,000.00		12,000.00	-	-	-	-	0.0%	12,000.00	-
26	INTERIORS				-	-	-	-	-	#DIV/0!	-	-
27	04A	MASONRY - INTERIOR CAST STONE	250,000.00	(167,530.00)	82,470.00	81,984.00	-	-	81,984.00	99.4%	486.00	8,198.40
28	05A	INTERIORS ORNAMENTAL METALS	230,000.00	(140,000.00)	90,000.00	-	-	-	-	0.0%	90,000.00	-
29	06A	ROUGH CARPENTRY	211,677.00	55,000.00	266,677.00	264,647.12	-	-	264,647.12	99.2%	2,029.88	13,232.36
30	06D	DOORS, FRAMES, AND HARDWARE	1,604,746.00	153,240.72	1,758,986.72	1,371,977.24	53,419.48	-	1,425,396.72	81.0%	334,589.00	142,534.67
31	06R	SPECIAL DOORS	358,987.00	(129,000.00)	229,987.00	153,637.00	-	-	153,637.00	66.8%	76,350.00	7,681.85
32	08X	SMOKE CONTAINMENT BARRIER	13,353.00	112,100.00	125,453.00	19,996.00	-	-	19,996.00	15.9%	105,457.00	1,996.60
	09A	METAL STUD FRAMING & DRYWALL / ACOUSTICAL CEILINGS	3,717,093.00	780,032.45	4,497,125.45	4,465,008.63	22,293.94	-	4,470,302.57	99.8%	6,822.88	235,835.93
	10A	SPECIALTIES	606,681.00	(12,710.00)	593,971.00	330,813.00	-	-	330,813.00	55.7%	263,158.00	19,635.65
	10C	OPERABLE PARTITIONS	83,437.00		83,437.00	76,859.50	-	-	76,859.50	92.1%	6,567.50	7,685.95
	11A	EQUIPMENT (PARKING LIFTS)	491,755.00	(44,038.00)	437,717.00	400,602.20	-	-	400,602.20	91.5%	37,114.80	40,060.22
37	11B	KITCHEN EQUIPMENT	-	1,001,138.00	1,001,138.00	974,953.81	-	-	974,953.81	97.4%	26,184.19	48,747.69
38	13A	POOL	365,954.00	(54,064.00)	311,890.00	287,540.00	-	-	287,540.00	92.2%	24,350.00	14,374.00
39	14A	ELEVATORS	1,475,218.00	141,400.07	1,616,618.07	1,470,818.00	-	-	1,470,818.00	91.4%	145,800.07	147,681.80
40	14B	WHEEL CHAIR LIFT	15,000.00		15,000.00	-	-	-	-	0.0%	15,000.00	-
41								-				
42	MEP				-		-	-	-			
43	15B	HVAC & PLUMBING	8,018,142.00	729,063.33	8,747,205.33	8,727,318.14	-	-	8,727,318.14	99.8%	20,016.19	436,365.90
44	15D	FIRE PROTECTION	464,930.00		464,930.00	450,266.66	885.00	-	451,151.66	97.0%	13,778.34	45,015.16
45	16A	ELECTRICAL	3,963,792.00	580,842.27	4,544,634.33	4,485,456.19	26,849.42	-	4,512,305.61	99.3%	32,328.72	300,424.75
46	FINISHES							-				
47	06B	FINISH CARPENTRY & CUSTOM MILLWORK	2,100,465.00	635,853.73	2,736,318.73	2,580,154.90	103,710.00	2,321.00	2,716,185.90	99.3%	20,132.83	136,808.70
48	09B	FLOORING	297,147.00	22,510.00	319,657.00	289,047.17	84,162.68	-	373,209.85	91.1%	37,447.15	39,320.93
49	09D	PAINTING & WALLCOVER	619,614.00	372,558.14	992,172.14	913,987.00	18,166.44	-	932,153.44	93.9%	60,018.70	46,607.67
50	09E	STONE & HARD TILE	2,564,600.00	(52,458.03)	2,512,141.97	2,407,183.15	69,952.56	-	2,477,135.72	98.6%	35,006.24	173,848.84
51	OCO 1	RCO 1, RCO 4, RCO 5, RCO 6, RCO 8, RCO 10, RCO 12	-	274,053.15	(274,053.15)	-	-	-	-	#DIV/0!	-	-
52	OCO 2	RCO 3, RCO 7, RCO 11, RCO 15, RCO 32,	-	80,241.74	(80,241.74)	-	-	-	-	#DIV/0!	-	-
53	OCO 3	RCO 14, RCO 22R1, RCO 8R1, RCO 20R1	-	1,048,791.54	(1,048,791.54)	-	-	-	-	#DIV/0!	-	-
54	OCO 4	RCO 17R1, RCO 40	-	12,874.69	(12,874.69)	-	-	-	-	#DIV/0!	-	-
55	OCO 5	RCO 22, RCO 28, RCO 33, RCO 47, RCO 60, RCO63, RCO 66, RCO 68, RCO 71, RCO 81		65,161.71	(65,161.71)	-	-	-	-	#DIV/0!	-	-
56	OCO 6	RCO 35, RCO 36, RCO 38, RCO 45, RCO 48, RCO 51, RCO 52, RCO 69, RCO 87, RCO 95		369,310.84	(369,310.84)	-	-	-	-	#DIV/0!	-	-
57	OCO 7	RCO 19, RCO 22R1, RCO 25, RCO 26R3, RCO 31, RCO 39, RCO 55, RCO 59, RCO 61, RCO 62, RCO 64, RCO 67, RCO 70, RCO 72, RCO 73R1, RCO 78, RCO 90, RCO 91, RCO 92, RCO 93, RCO 94, RCO 98, RCO 97, RCO 98, RCO 99, RCO 101, RCO 114, RCO 116, RCO 117, RCO 118, RCO 120, RCO 121, RCO 124, RCO 128, RCO 133, RCO 135		1,178,513.76	(1,178,513.76)	-	-	-	-	#DIV/0!	-	-
58	OCO 8	RCO 094, RCO 104, RCO 107R4, RCO 111, RCO 113R1, RCO 125R1, RCO 127R1, RCO 133R1, RCO 137, RCO 138R2, RCO 142R2, RCO 145, RCO 147, RCO 149R2, RCO 150, RCO 153, RCO 155, RCO 157, RCO 165, RCO 170, RCO 173		1,156,837.07	(1,156,837.07)	-	-	-	-	#DIV/0!	-	-
59	OCO 9	RCO018, RCO 100R4, RCO 112, RCO 126, RCO 129, RCO 143, RCO 146R3, RCO 158, RCO 160R1, RCO 162, RCO 164, RCO 166R1, RCO 171.1, RCO 174, RCO 175R1, RCO 176, RCO 179, RCO 180, RCO 181, RCO 183, RCO 185, RCO 186, RCO 188R1, RCO 190, RCO 191, RCO 195, RCO 196, RCO 202, RCO 203R1, RCO 207, RCO 214, RCO 218, RCO 229		340,037.37	(340,037.37)	-	-	-	-	#DIV/0!	-	-
60	OCO 10	RCO 144, RCO 151R1, RCO 163, RCO 167, RCO 168, RCO 193, RCO 199R3, RCO 201R1, RCO 206, RCO 210, RCO 217, RCO 224, RCO 226, RCO 228, RCO 229, RCO 230R2, RCO 232, RCO 234		109,340.81	(109,340.81)	-	-	-	-	0	-	
61	OCO 11	Construction Change Directives - April Draw		10,587.00	(10,587.00)	-	-	-	-		-	
62	OCO 12	RCO 143, RCO 204R1, RCO 231, RCO 238		94,035.33	(94,035.33)	-	-	-	-		-	
63	OCO 13	Construction Change Directives - May Draw		33,945.00	(33,945.00)	-	-	-	-		-	
64	OCO 14	Construction Change Directives - June Draw		56,610.73	(56,610.73)	-	-	-	-	0	-	
65	OCO 15R1	Construction Change Directive - July Draw		66,756.76	(66,756.76)						-	
66	OCO 16R3	RCO 4R4, RCO 097, RCO 182.4, RCO 219, RCO 235, RCO 240, RCO 242		201,763.27	(84,289.93)	117,473.34					117,473.34	
		SUBTOTAL	59,443,918.00	5,192,161.73	65,761,415	60,876,841.18	87,246,793.14	669,273.43	2,327.06	58,110,453.77	15.92	2,716,377.21	2,324,243.44

ELECTRONICALLY FILED - 2023 May 16 11:02 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CONTINUATION G703

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

PROJECT # 13036000
PROJECT THE HOTEL AT MARION SQUARE
CHARLESTON, SC
0 LIBRARY ASSOCIATES, LLC.

APPLICATION NUMBER 40
PERIOD FROM 07/01/2019
PERIOD TO 07/31/2019

A	B	C				D	E	F	G	H	I	J
		COMMITMENT VALUES				WORK COMPLETED			TOTAL			
LINE	WORK DESCRIPTION	ORIGINAL AMOUNT	CHANGE ORDERS	BUDGET TRANSFERS	CURRENT AMOUNT	FROM PREVIOUS APPLICATION	THIS PERIOD	STORED MATERIALS	COMPLETE AND STORED TO DATE (D + E)	% COMPLETE (G/C%)	BALANCE TO FINISH (C - G)	RETAINAGE
		-1-	-2-		-3-							
67	CONSTRUCTION CONTINGENCY (2.25%)	1,000,681.00	-	(98,741.45)	901,940.55	743,946.55		-	743,946.55	74.6%	250,000.00	74,394.66
68	SPECIALTY SPACE SUPERVISION - NEM	100,000.00	-	-	100,000.00	-	-	-	-	0.0%	100,000.00	-
69	GENERAL LIABILITY INSURANCE (1%)	555,280.00	96,175.84	-	651,455.84	648,656.49	2,799.35	-	651,455.84	100.0%	-	-
70	SUBGUARD (1.25%)	675,160.00	53,690.32	-	728,850.32	726,465.31	2,384.89	-	728,850.32	100.0%	-	-
	SUBTOTAL	58,074,046.00	5,391,037.83	(0.00)	63,243,083.83	53,370,851.51	875,677.57	2,337.00	54,513,716.48	86.2%	3,193,377.61	3,445,786.19
71	FEE (2.5%)	1,451,902.50	134,726.58		1,586,629.08	1,495,553.36	21,948.42	-	1,516,501.78	95.6%	70,128.30	101,895.90
	TOTAL CONSTRUCTION COST	59,527,948.50	5,425,764.57	(0.00)	64,829,712.57	55,866,404.87	897,484.59	2,337.00	56,770,219.46	95.1%	3,167,407.31	3,595,488.09
72	PRECONSTRUCTION FEE	66,779.00			66,779.00	66,779.00	-	-	66,779.00	100.0%	-	-
	TOTAL COST WITH PRECON	59,594,727.50	5,425,764.57	(0.00)	65,020,491.57	60,937,183.87	897,484.59	2,337.00	61,837,404.46	95.1%	3,167,407.31	3,595,488.09
73	BUYOUT REDUCTION CONTRIBUTION	(250,000.00)			(250,000.00)				-	0.0%	(250,000.00)	-
	GRAND TOTAL	59,344,727.50	5,425,764.57	(0.00)	64,770,491.57	60,937,183.87	897,484.59	2,337.00	61,837,404.46	95.4%	2,917,407.31	3,595,488.09

Balfour Beatty
Construction

Request for Payment

Pay Request # PE32
Work Performed Through: 07/31/18

Subcontractor's Name: Watson Electrical Construction, Inc.
Subcontractor's Address: 3215 Forsythe Dr. Suite 109
Charleston SC 29418

Phone Number: 804-550-4691
Fax Number:

Project Name: Hotel at Marion Square
Owner: Library Associates, LLC

Job No.: 13026400
Date: 07/13/18

Description of Work: Electrical

Original Contract Amount	$3,963,792.00
Change Order Total (Through CO #: 2)	$537,985.40
Total Revised Contract	$4,501,777.40
Previous Work Performed to Date(SSR)	$4,480,573.00
Value of Materials Stored On Site	$0.00
Value of Materials Stored Off Site	$0.00
Current Month Gross	$21,609.32
New Work Performed to Date	$4,502,182.32
Less 10 % Retainage	$450,218.23
Amount Earned to Date	$4,051,964.09
Less Previous Net Billings	$4,032,515.70
Less Adjustments/Joint Checks	$0.00
Less Pending Back Charges	$0.00
Total Amount this Requisition	$19,448.39

Subcontract [X] Purchase Order [ ]

Other Contract Type

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

Subguard [ ] Alternate Plan [ ]

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

Insurance Status: Finaled
Insurance Expiration Date: 02/27/19

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

Owner Billing Number: 14

Owner Payment Rec'd Date:

Payment Terms: Pay When Paid

Pay Select #

For Balfour Beatty Use Only:

	CO #	Vendor #	Job #	Contract No.
	60540	120128	13026400	535292

Date	Invoice #	Description
07/31/18	13026400 - PE32	13026400 . PE# PE32 . 18.07

Gross Amount	Retainage Amt	Net Amount
$21,609.32	$1,660.47	$19,448.39

Trade Account?	Tax Code	Pay Item & Cost Code	Accrue Tax?
NO		400 51600000 40	NO

Hold Codes: O/F — waiver from Hagemeyer
PM App — *change orders*

Approvals:
PM / Date
CA 07/13/18
PA / Date
APA / Date

ELECTRONICALLY FILED - 2023 May 16 11:02 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

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Barnhart Balfour Beatty

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

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

FROM CONTRACTOR:
Watson Electrical
3215 Fortune Drive
North Charleston, SC 29418

CONTRACT FOR: CONSTRUCTION

PROJECT: HOTEL AT MARION SQUARE
Job #23048

VIA ARCHITECT:

APPLICATION NO: 32

PERIOD TO: 7/31/2018

PROJECT NO: #13026000

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

1. ORIGINAL CONTRACT SUM	$ 3,963,792.00
2. Net change by Change Orders	$ 537,985.40
3. CONTRACT SUM TO DATE (Line 1 ± 2)	$ 4,501,777.40
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	$ ~~4,502,371.51~~ 4,502,182.32
5. RETAINAGE:	$ ~~450,237.43~~ 450,218.23
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$ ~~4,052,134.08~~ 4,051,964.09
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$ ~~4,032,067.67~~ 4,032,515.70
8. CURRENT PAYMENT DUE	$ ~~19,448.39~~ 19,448.39
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$ 449,640.34

SUBCONTRACTOR

By: Dale J Winovich Digitally signed by Dale J Winovich DN: CN=Dale J Winovich, O=Watson Electric, E=dwinovich@watsonelec.com Date: 2018.07.10 17:13:29-04'00' Date: 7/10/2018

CONTRACTOR

By: _____ Date: _____

CONSTRUCTION MANAGER:

By: _____ Date: _____

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$559,946.69	($31,965.61)
	$0.00	
Total approved this Month	$10,004.32	$0.00
TOTALS	$569,951.01	($31,965.61)
NET CHANGES by Change Order	$537,985.40	

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 ..... $ 19,448.39

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

ARCHITECT:

By: _____ Date: _____

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

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

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Barnhart Balfour Beatty

CONTINUATION SHEET

AIA DOCUMENT G703

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

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

Balfour Beatty Project 0

BID PACKAGE #	CONTRACTOR	SCHEDULED VALUE	TOTAL CHANGE ORDERS	REVISED CONTRACT	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E+F)	WORK COMPLETED THIS PERIOD (H - E)	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE 10%
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-3%	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 PULLSH IN-Material	27,500.00		27,500.00	27,500.00	-	-	27,500.00	100.00%	-	2,750.00
33	CONDUIT PULLSH 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

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Barnhart Balfour Beatty

CONTINUATION SHEET

AIA Document G703, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signature, certification is attached.
In tabulations below, amounts are rounded to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

JJL DOCUMENT G703

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

Balfour Beatty Project 0

BID PACKAGE #	CONTRACTOR	SCHEDULED VALUE	TOTAL CHANGE ORDERS	REVISED CONTRACT	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E+F)	WORK COMPLETED THIS PERIOD (H - E)	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE 10%
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 COUNDUIT ROUGH IN-Material	18,750.00		18,750.00	18,750.00	-	-	18,750.00	100.00%	-	1,875.00
51	SLAB COUNDUIT ROUGH IN-Labor	14,750.00		14,750.00	14,750.00	-	-	14,750.00	100.00%	-	1,475.00
52	WALL/CEILING COUNDUIT ROUGH IN-Material	28,900.00		28,900.00	28,900.00	-	-	28,900.00	100.00%	-	2,890.00
53	WALL/CEILING COUNDUIT 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 COUNDUIT ROUGH IN-Material	13,000.00		13,000.00	13,000.00	-		13,000.00	100.00%	-	1,300.00
63	SLAB COUNDUIT ROUGH IN-Labor	11,500.00		11,500.00	11,500.00	-		11,500.00	100.00%	-	1,150.00
64	WALL/CEILING COUNDUIT ROUGH IN-Material	24,000.00		24,000.00	24,000.00	-		24,000.00	100.00%	-	2,400.00
65	WALL/CEILING COUNDUIT 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				-				-		-	-

Barnhart Balfour Beatty

CONTINUATION SHEET

AIA DOCUMENT G703

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APPLICATION NO 32
APPLICATION DATE: 7/10/18
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Balfour Beatty Project 0

BID PACKAGE #	CONTRACTOR	SCHEDULED VALUE	TOTAL CHANGE ORDERS	REVISED CONTRACT	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E+F)	WORK COMPLETED THIS PERIOD (H - E)	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE 10%
73				-				-		-	-
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

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Barnhart Balfour Beatty

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AIA DOCUMENT G703

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APPLICATION DATE: 7/10/18
PERIOD TO: 7/31/18

Balfour Beatty Project 0

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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	5TH 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	6TH 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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145	WIRE INSTALL-Material	7,500.00		7,500.00	7,500.00	-		7,500.00	100.00%	-	750.00
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	9TH 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) Support Receptacles (02)	13,579.29		13,579.29	13,579.29	-		13,579.29	100.00%	-	1,357.93
165	(BBC # 04) Change Order #2-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 38 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 L9 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 Rework (21)	4,815.37		4,815.37	4,815.37	-		4,815.37	100.00%	-	481.54
172	(BBC # 15) FWO Rework Ocean Mock Up	1,344.60		1,344.60	1,344.60			1,344.60	100.00%	-	134.46
173	(BBC # 15) FWO Rework (Gig 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 169	-		-	(1,116.63)	-		(1,116.63)			
177	Credit Line Item 174	-		-	(20,000.00)	-		(20,000.00)			
178	(BBC # 06) Booster Heaters (01)	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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Bernhard Belfour Beatty

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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 (09)	2,581.16		2,581.16	2,581.16	-		2,581.16	100.00%	-	258.12
184	Change Order SI 39-Guestrooms' Downlights (08)	2,083.87		2,083.87	2,083.87			2,083.87	100.00%	-	208.39
185	(BBC # 16) SI 30-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 top Bar (12)	29,317.48		29,317.48	29,317.70 48	~~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) OD/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~~	17,133.08	~~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 938 Level 5-8 & LD-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) Creation 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 #50 (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	Spa / 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 Cut 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	6,626.89		6,626.89	3,028.13	3,598.76		6,626.89	100.00%	-	662.69
213	CCD 008 Manager's Apartment	11,155.35		11,155.35	5,386.89	5,768.46		11,155.35	100.00%	-	1,115.54
214				-				-	#DIV/0!	-	-
215	CCD 010 Make Up Air Changes	637.10		637.10		637.10		637.10	100.00%	-	63.71

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	GRAND TOTALS	4,636,278.79	0.00	4,636,278.79	~~4,480,764.71~~	21,609.80	0.00	~~4,502,374.51~~	97.11%	133,904.28	452,349.11

4,480,573.00 21,609.32 4,502,182.32

Construction

TIER RELEASE SCHEDULE

Job Name	Hotel at Marion Square
Job #	13026000

Date Prepared:	7/10/2018

PRIME SUB'S NAME	Watson Electr
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*	*PARTIAL*	*FINAL*	*thru March 2010*
NextGen LLC 131 Dellfiana 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	(PARTIAL)	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	(PARTIAL)	FINAL	
Hagemeyer North America 4790 Goer Drive North Charleston SC 29406 843-991-6832	Yes	No	N/A	No	YES	(NO)	$385,013.18	6/12/2018	6/12/2018	(PARTIAL)	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	(PARTIAL)	FINAL	
Chapman Company 3168 Sand Marsh Lane Mt. Pleasant, SC 29566 843-881-0051	Yes	No	N/A	No	YES	(NO)	$9,841.30	12/12/2017	12/12/2017	(PARTIAL)	FINAL	
LMW, LLC (excavator) 111 Linwood Drive Summerville, SC 843-871-4804	No	No	N/A	No	YES	(NO)	$0.00	N/A		PARTIAL	(FINAL)	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	

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PROPOSED CHANGE ORDER

CCN #	176
Date:	6/28/2018
Project Name:	Marion Square Hotel
Project Number:	21046
Page Number:	1

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

Client Address:

Balfour Beatty Construction
306 Meeting Street
Charleston, South Carolina

Work Description

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

This Field Work Order includes the work completed for CCD#7, private dining revsions.

This quote covers direct costs only and we reserve the right to claim for impact and consequential costs.
This price is good for acceptance within 30 days from the date of receipt.
We request a time extension of 3.5 days.
We will supply and install all materials, labor, and equipment as per your instructions on <CCN_176_CCD #7> <ccn_176>.

Itemized Breakdown

Description	Qty	Net Price	U	Total Mat.	Labor	U	Total Hrs.
#12/2C CABLE AC-90 - STL ARMOR	100	429.00	M	42.90	45.00	M	0.00
Totals	100			42.90			0.00

Summary

General Materials		42.90
Material Tax	(@ 9.000 %)	3.86
Material Total		46.76
JOURNEYMAN	(27.50 Hrs @ $52.00)	1,430.00
FOREMAN @ 15%	(10.00 Hrs @ $55.00)	550.00
MILEAGE	(37.50 @ 0.00 @ $2.50 + 0.000 % + 0.000 % + 0.000 %)	93.75
CONSUMABLES	(37.50 @ 0.00 @ $0.30 + 0.000 % + 0.000 % + 0.000 %)	11.25
FIELD MANAGEMENT AND SUPERVISION	(1.00 @ 0.00 @ $997.60 + 0.000 % + 0.000 % + 0.000 %)	997.60
Subtotal		3,129.36
	(@ 15.000 %)	469.40
Subtotal		3,598.76
Final Amount		$3,598.76

CONTRACTOR CERTIFICATION

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

ORIGINAL

PROPOSED CHANGE ORDER

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

Client Address:

Balfour Beatty Construction
306 Meeting Street
Charleston, South Carolina

CCN #	**176**
Date:	6/28/2018
Project Name:	Marion Square Hotel
Project Number:	21046
Page Number:	2

CLIENT ACCEPTANCE

CCN #: 176
Final Amount:$3,598.76
Name:
Date:
Signature:
Change Order #:

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

ORIGINAL

ELECTRONICALLY FILED - 2023 May 16 11:02 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CCN 176

WATSON ELECTRICAL

DAILY TIME & MATERIAL WORK REPORT

Date	Job No.	Work Order No.

M	T	W	T	F	S	S	Job Name

Description of Work:

MATERIAL LIST

Quantity	Description	Rate	Amount
Total			$

LABOR LIST

Name	Title	Reg Hrs	Rate	OT Hrs	Rate	Amount
Total						$

EQUIPMENT LIST

Description	Hours	Rate	Amount	Mileage	Rate	Amount
Total						$

Completed By:

Approved By:

Watson Electrical Construction Co. Inc.

☐ Job Complete ☐ Not Complete

Form No. 447 (3/03)

ELECTRONICALLY FILED - 2023 May 16 11:02 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

WATSON ELECTRICAL

CCN 176

DAILY TIME & MATERIAL WORK REPORT

Date	Job No.	Work Order No.

M	T	W	T	F	S	S	Job Name

Description of Work:

MATERIAL LIST

Quantity	Description	Rate	Amount
Total			$

LABOR LIST

Name	Title	Reg Hrs	Rate	OT Hrs	Rate	Amount
Total						$

EQUIPMENT LIST

Description	Hours	Rate	Amount	Mileage	Rate	Amount
Total						$

Completed By:

Watson Electrical Construction Co. LLC

☐ Job Complete ☐ Not Complete

Approved By:

Form No. 447 (3/03)

DIVISION

ELECTRONICALLY FILED - 2023 May 16 11:02 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

WATSON ELECTRICAL

DAILY TIME & MATERIAL WORK REPORT

Date	Job No.	Work Order No.

M	T	W	T	F	S	S	Job Name

Description of Work:

MATERIAL LIST

Quantity	Description	Rate	Amount
Total			$

LABOR LIST

Name	Title	Reg Hrs	Rate	OT Hrs	Rate	Amount
Total						$

EQUIPMENT LIST

Description	Hours	Rate	Amount	Mileage	Rate	Amount
Total						$

Completed By:

Watson Electrical Construction Co. LLC

☐ Job Complete ☐ Not Complete

Approved By:

Form No. 447 (3/03)

DIVISION

ELECTRONICALLY FILED - 2023 May 16 11:02 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

ELECTRONICALLY FILED - 2023 May 16 11:02 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

PROPOSED CHANGE ORDER

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

CCN # 177
Date: 6/28/2018
Project Name: Marion Square Hotel
Project Number: 21046
Page Number: 1

Client Address:

Balfour Beatty Construction
306 Meeting Street
Charleston, South Carolina

Work Description

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

This Field Work Order includes the labor for CCD #8, changes to the Managers Apartment.

This quote covers direct costs only and we reserve the right to claim for impact and consequential costs.
This price is good for acceptance within 30 days from the date of receipt.
We request a time extension of 8 days.
We will supply and install all materials, labor, and equipment as per your instructions on **<CCN_177_ccd #8> <ccn_177>.**

Itemized Breakdown

Description	Qty	Net Price	U	Total Mat.	Labor	U	Total Hrs.
3/4" FLEX - ALUMINUM	50	107.45	C	53.73	6.70	C	0.00
3/4" CONN FLEX DC SQUEEZE STRAIGHT	14	100.94	C	14.13	18.90	C	0.00
#12/2C CABLE AC-90 - STL ARMOR	100	429.00	M	42.90	45.00	M	0.00
# 8/3C CABLE MC - STL ARMOR	100	2,049.35	M	204.94	82.50	M	0.00
3/8" CONN SADDLEGRIP DC FOR FLEX / AC-90 / MC	4	76.44	C	3.06	9.00	C	0.00
3/4" CONN SADDLEGRIP DC FOR FLEX / AC-90 / MC	2	243.71	C	4.87	28.00	C	0.00
1-H STRAP #14/2 & #12/2	10	21.13	C	2.11	6.00	C	0.00
4x 1 1/2" SQ BOX COMB KO	2	46.67	C	0.93	40.00	C	0.00
4" SQ 1G PLSTR RING FLAT	2	75.95	C	1.52	25.00	C	0.00
#8x 1/2 WAFER HEAD SELF-TAP STUD SCREW - 12G	200	2.61	C	5.22	7.50	C	0.00
50A 2P BREAKER BOLT-ON	1	0.00	E	0.00	0.96	E	0.00
Totals	485			333.41			0.00

Summary

General Materials		333.41
Material Tax	(@ 9.000 %)	30.01
Material Total		363.42
JOURNEYMAN	(41.50 Hrs @ $52.00)	2,158.00
FOREMAN @ 15%	(26.00 Hrs @ $55.00)	1,430.00
MILEAGE	(67.50 @ 0.00 @ $2.50 + 0.000 % + 0.000 % + 0.000 %)	168.75
CONSUMABLES	(67.50 @ 0.00 @ $0.30 + 0.000 % + 0.000 % + 0.000 %)	20.25
FIELD MANAGEMENT AND SUPERVISION	(1.00 @ 0.00 @ $875.63 + 0.000 % + 0.000 % + 0.000 %)	875.63
Subtotal		5,016.05
	(@ 15.000 %)	752.4[illegible]

ORIGINAL

PROPOSED CHANGE ORDER

Client Address:

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

Balfour Beatty Construction
306 Meeting Street
Charleston, South Carolina

CCN #	**177**
Date:	6/28/2018
Project Name:	Marion Square Hotel
Project Number:	21046
Page Number:	2

Summary (Cont'd)

Subtotal	**5,768.46**
Final Amount	**$5,768.46**

CONTRACTOR CERTIFICATION

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

CLIENT ACCEPTANCE

CCN #: 177
Final Amount:$5,768.46
Name: _____
Date: _____
Signature: _____
Change Order #: _____
I hereby accept this quotation and authorize the contractor to complete the above described work.

ORIGINAL

ELECTRONICALLY FILED - 2023 May 16 11:02 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

WATSON ELECTRICAL

CCN 177

DAILY TIME & MATERIAL WORK REPORT

Date	Job No.	Work Order No.

M	T	W	T	F	S	S	Job Name

Description of Work:

MATERIAL LIST

Quantity	Description	Rate	Amount
Total			$

LABOR LIST

Name	Title	Reg Hrs	Rate	OT Hrs	Rate	Amount
Total						$

EQUIPMENT LIST

Description	Hours	Rate	Amount	Mileage	Rate	Amount
Total						$

Completed By:

Watson Electrical Construction Co. Inc

☐ Job Complete ☐ Not Complete

Approved By:

Form No. 447 (3/03)

DIVISION

ELECTRONICALLY FILED - 2023 May 16 11:02 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

WATSON ELECTRICAL

CCN 177

DAILY TIME & MATERIAL WORK REPORT

Date	Job No.	Work Order No.

M	T	W	T	F	S	S	Job Name

Description of Work:

MATERIAL LIST

Quantity	Description	Rate	Amount
Total			$

LABOR LIST

Name	Title	Reg Hrs	Rate	OT Hrs	Rate	Amount
Total						$

EQUIPMENT LIST

Description	Hours	Rate	Amount	Mileage	Rate	Amount
Total						$

Completed By:

Approved By:

Watson Electrical Construction Co. LLC

☐ Job Complete ☐ Not Complete

Form No. 447 (3/03)

DIVISION

ELECTRONICALLY FILED - 2023 May 16 11:02 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

ELECTRONICALLY FILED - 2023 May 16 11:02 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CON 177

WATSON ELECTRICAL

DAILY TIME & MATERIAL WORK REPORT

Date	Job No.	Work Order No.

M	T	W	T	F	S	S	Job Name

Description of Work:

MATERIAL LIST

Quantity	Description	Rate	Amount
Total			$

LABOR LIST

Name	Title	Reg Hrs	Rate	OT Hrs	Rate	Amount
Total						$

EQUIPMENT LIST

Description	Hours	Rate	Amount	Mileage	Rate	Amount
Total						$

Completed By:

Watson Electrical Construction Co. LLC

☐ Job Complete ☐ Not Complete

Approved By:

Form No. 447 (3/03)

DIVISION

WATSON ELECTRICAL

DAILY TIME & MATERIAL WORK REPORT

Date	Job No.	Work Order No.

M	T	W	T	F	S	S	Job Name

Description of Work:

MATERIAL LIST

Quantity	Description	Rate	Amount

ELECTRONICALLY FILED - 2023 May 16 11:02 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

WATSON ELECTRICAL

DAILY TIME & MATERIAL WORK REPORT

Date	Job No.	Work Order No.

M	T	W	T	F	S	S	Job Name

Description of Work:

MATERIAL LIST

Quantity	Description	Rate	Amount
Total			$

LABOR LIST

Name	Title	Reg Hrs	Rate	OT Hrs	Rate	Amount
Total						$

EQUIPMENT LIST

Description	Hours	Rate	Amount	Mileage	Rate	Amount
Total						$

Completed By:

Watson Electrical Construction Co., Inc.

☐ Job Complete ☐ Not Complete

Approved By:

Form No. 447 (3/03)

DIVISION

WATSON ELECTRICAL

DAILY TIME & MATERIAL WORK REPORT

Date	Job No.	Work Order No.

M	T	W	T	F	S	S	Job Name

Description of Work:

MATERIAL LIST

Quantity	Description	Rate	Amount
Total			$

LABOR LIST

Name	Title	Reg Hrs	Rate	OT Hrs	Rate	Amount
Total						$

EQUIPMENT LIST

Description	Hours	Rate	Amount	Mileage	Rate	Amount
Total						$

Completed By:

Watson Electrical Construction Co. LLC

☐ Job Complete ☐ Not Complete

Approved By:

Form No. 447 (3/03)

DIVISION

ELECTRONICALLY FILED - 2023 May 16 11:02 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

ELECTRONICALLY FILED - 2023 May 16 11:02 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

PROPOSED CHANGE ORDER

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

CCN #	**179**
Date:	6/28/2018
Project Name:	Marion Square Hotel
Project Number:	21046
Page Number:	1

Client Address:

Balfour Beatty Construction
306 Meeting Street
Charleston, South Carolina

Work Description

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

This Field Work Order includes the labor for CCD #10 - made repairs and replacements to wire that was cut for changes to the duct work in-wall (attic).

This quote covers direct costs only and we reserve the right to claim for impact and consequential costs.
This price is good for acceptance within 30 days from the date of receipt.
We request a time extension of 1 days.
We will supply and install all materials, labor, and equipment as per your instructions on **<CCN_179_CCD #10> <ccn_179>.**

Itemized Breakdown

Summary

JOURNEYMAN	(8.00 Hrs @ $52.00)	416.00
FOREMAN @ 15%	(2.00 Hrs @ $55.00)	110.00
MILEAGE	(10.00 @ 0.00 @ $2.50 + 0.000 % + 0.000 % + 0.000 %)	25.00
CONSUMABLES	(10.00 @ 0.00 @ $0.30 + 0.000 % + 0.000 % + 0.000 %)	3.00
Subtotal		554.00
	(@ 15.000 %)	83.10
Subtotal		637.10
Final Amount		$637.10

CONTRACTOR CERTIFICATION

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

CLIENT ACCEPTANCE

CCN #: 179 _____
Final Amount:$637.10 _____
Name: _____
Date: _____

ORIGINAL

WATSON ELECTRICAL

DAILY TIME & MATERIAL WORK REPORT

Date	Job No.	Work Order No.

M	T	W	T	F	S	S	Job Name
							W

Description of Work:

MATERIAL LIST

Quantity	Description	Rate	Amount

Total $

LABOR LIST

Name	Title	Reg Hrs	Rate	OT Hrs	Rate	Amount

Total $

EQUIPMENT LIST

Description	Hours	Rate	Amount	Mileage	Rate	Amount

Total $

Completed By:

Watson Electrical Construction Co. LLC

☐ Job Complete ☐ Not Complete

Approved By:

ELECTRONICALLY FILED - 2023 May 16 11:02 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CHANGE ORDER LOG
21046 MARION SQUARE HOTEL
#21046

N/A=numbering sequence only. C/O still valid.

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

Description	BBC	Submit Date	Status	FWO / LUMP	Extnsn Days Requested	Apprvd $	Rejected	Status (BIC)	Notes	Directives
		7/18/2015	Approved	LUMP	2	$ 14,043.94				
: Room Controls		7/17/2015	Rejected	LUMP			$ 260.01			
ases		7/20/2015	Not Accepted	LUMP		$ -	$ 19,536.37			
Comm Conduits		8/14/2015	Not Accepted	LUMP		$ -	$ 11,459.58			
rotection		8/25/2015	Not Accepted	LUMP		$ -	$ 9,043.00			
oremer size increase		CO01	Approved	LUMP	0	$ 19,491.00			Suppl Instr #13/Returned submittal	
ned Guestroom-ROM		10/6/2015	Not Accepted	LUMP			$ (10,173.24)			
		12/1/2015	Approved	LUMP	3		$ (31,965.61)			X
#21		10/27/2015	Outstanding	LUMP			$ 60,570.81		Included in future Mods and some items eliminated in design	
G Primary Extensions		10/26/2015	Outstanding	LUMP	1					
rs		INCL MOD #4		LUMP						
Changes		1/5/2016	Approved	LUMP		$ 3,361.20				
		9/9/2016	Approved	LUMP	8	$ 20,145.32			Revised	X
t Fixtures		1/4/2016	Rejected	LUMP			$ 41,730.73		Rejected. Owner will furnish.	
		1/4/2016	N/A	LUMP			$ 847.00		Traded welding for office trailer	
ign Changes		1/15/2016	Approved	LUMP		$ 9,199.61			Finish upgrade in submittals.	
rrace Lanterns		4/14/2016	Rejected	LUMP			$ 19,849.87		Verbal rejection. Unconfirmed	
		9/9/2016	Approved	LUMP	10	$ 50,833.70			Revised/Vehicle chargers removed	X
: #25		6/6/2016	Approved	LUMP	5	$ 14,032.00	$ -		Complete price pending. Received C/O.	
CO# (Lanterns) Lens Change		5/16/2016	Rejected	LUMP			$ 6,735.82			
				LUMP						
		8/8/2016	Approved	LUMP	7	$ 19,316.91			Revised. Orig $19,316.91	X
Rework			Outstanding	LUMP						
		8/25/2016	Approved	LUMP	10	$ 18,502.38			Revised. Orig $18,502.38	X
				LUMP						
Storm Sump Pump		9/7/2016	Approved	LUMP	5	$ 12,718.14				
		9/23/2016	Approved	LUMP	12	$ 42,719.96			Revised. Orig $42,897.17	X
dy		12/2/2016	Rejected	LUMP			$ 8,584.25			
Brackets		11/7/2016	Approved	LUMP		$ 13,631.67				
			Approved	LUMP	8	$ 8,985.00			Incomplete documentation to price from. SP-5 unconfirmed. Subsequent separate price for UDS Feeder.	
17-wall and ceiling changes		2/1/2017	Outstanding	LUMP						
ange from mock up		12/1/2016	Outstanding	LUMP					Guestrooms not built to mock up.	
asing Penhall		11/21/2017	Rejected	LUMP			$ 403.54			
ades-ROM PRICE		12/20/2016	Rejected	LUMP	5		$ 16,950.08		Not required. Lift company chanegd	
				LUMP					Price pending. Unable to complete pricing. Priced as SI #36/36R	
				LUMP						
ged Cables Conduit		1/18/2017	Outstanding	LUMP	0					
Feeder		1/9/2017	Approved	LUMP	3	$ 12,068.23				
		2/7/2017	Approved	LUMP	5	$ 21,529.00			Changes from documents not	
ing 147		1/4/2017	Approved	LUMP	0	$ 2,592.30			Costs included in CO 31 final pricing.	
rkups L3-L4		2/10/2017	Outstanding	LUMP	15				Related to SI #36	X
s		2/10/2017	Outstanding	LUMP					Billed but no c/o received.	X
rkups L5-L8		2/9/2017	Outstanding	LUMP	15					

ıervice				2/21/2017	Outstanding	LUMP						Old pricing. Revised.	
·amp Switchboard MSR2				3/14/2017	Approved	LUMP	15	$ 150,625.59				Revised 03-17-17	
ıuding 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.	
·d 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.	
				3/24/2017	Outstanding	LUMP						??? $32291.29	
-Reconciliation				Pending	outstanding	LUMP						Includes EE (-$13,799), C2 (-$13,690), J4 $30,095.73	
/Upper Crust				5/17/2017	Approved	LUMP		$ 2,581.16				1st	
						LUMP							
ı				5/22/2017	outstanding	LUMP							
				5/19/2017	Rejected	LUMP			$ 857.02			Owner Declined	
				5/22/2017	Approved	LUMP		$ 32,211.10					
				5/23/2017	Rejected	LUMP			$ 11,302.58			Owner Declined	
				5/26/2017	Rejected	LUMP			$ 4,487.04			Owner Declined	
				5/25/2017	Approved	LUMP		$ 6,932.57					
ning and Dining L1				5/26/2017	Rejected	LUMP			$ 8,418.29				
ns				5/26/2017	outstanding	LUMP		$ 2,083.87					
ıet Switch				4/17/2017	rejected	LUMP			$ 24,740.94				
·eas				5/28/2017	outstanding	LUMP							
				6/2/2017	outstanding	LUMP							
				Pending	outstanding	LUMP						Guestroom, Boardroom, Pre	
ı					outstanding	LUMP							
service				7/5/2017	outstanding	LUMP						Revision of CO #55	
ıs in varios rms-soffits					outstanding	LUMP						Pending FWO's	
ıet Switch				5/30/2017	rejected	LUMP			$ 29,121.42			Revision of CO #73	
receptacles					outstanding	LUMP							
ıl 39					outstanding	LUMP							
controls-per SI 39					outstanding	LUMP							
ıp Power					outstanding	LUMP							
ı				5/22/2017	Approved	LUMP		$ 2,581.16					
5				7/31/2017	Approved	LUMP		$ 14,044.91				Revision of CO #22	
tail				5/23/2017	outstanding	LUMP							
6				6/16/2017	Approved	LUMP		$ 18,502.38				Revsion of CO #24	
l relocation				FWO	N/A	LUMP			$ -			No charge.	X
7				7/18/2017	Approved	LUMP		$ 42,719.96				Revision of CO #27	
visions-LM1 downlights				6/27/2017	outstanding	LUMP						Revisions made to Ballroom barrel ceiling per delsgn team to make light fixtures install correctly.	
				7/28/2017	approved	LUMP		$ 29,317.48					
e				5/23/2017	Rejected	LUMP		$ 11,302.58					
						LUMP							
n				6/19/2017	outstanding	LUMP							
ım				7/10/2017	outstanding	LUMP							
ontrols duplicate				5/22/2017	outstanding	LUMP							
				5/26/2017	outstanding	LUMP							
				6/9/2017	outstanding	LUMP		$ 6,932.57					
146/147				6/20/2017	outstanding	LUMP							
ms				5/26/2017	Approved	LUMP		$ 2,083.87					
. Fixtures Water Damage				5/30/2017	rejected	LUMP		$ 5,475.29					
				6/2/2017	outstanding	LUMP							
				5/30/2017	Approved	LUMP		$ 3,286.63					
				7/20/2017	outstanding	LUMP							
MC cable				5/30/2017	outstanding	FWO							
ghts in barrel ceiling				6/27/2017	outstanding	FWO							
smoke detectors FL 3,4,5				6/30/2017	outstanding	FWO							
spray on 5th floor				7/18/2017	outstanding	LUMP							
ngs				7/7/2017		LUMP		$ 2,423.50					

)9 Receptacle				7/10/2017		LUMP	1					
Terrace Lighting				12/11/2017	approved	LUMP		$ 1,765.10			RFI 98 submitted. Pending response.Revised Fixture. Rev 1.	
t disconnects and feeds				7/31/2017	rejected	LUMP			$ 10,398.21		ROM. Not Required.	
vn Fees				9/18/2017	Pending	LUMP						
MC cable RM 109				7/5/2017	outstanding	FWO						
ruction 54-Managers Apartment				9/18/2017	Pending	LUMP						
install for spray				8/4/2017	outstanding	FWO						
FCI GR Tub Fixtures				10/13/2017	Pending	LUMP						
ep lighting				8/18/2017	outstanding	LUMP						
redit				9/18/2017	outstanding	LUMP						
Apt ROM				11/6/2017	outstanding	LUMP					2396 origiant ROM.	
owner furnishing				10/17/2017	outstanding	LUMP						
						LUMP						
ires				10/24/2017	rejected	LUMP			$ 1,667.50			
Rigging Remobilization				12/14/2017	approved	LUMP		$ 3,850.00				
stall GR tub chandlier				12/14/2017	outstanding	LUMP						
Ballroom Chandeliers				12/8/2017	outstanding	LUMP			$ 15,121.58			
Firewall Rework-B/C				12/14/2017	outstanding	LUMP						
ixture reinstall				12/14/2017	outstanding	LUMP			$ 9,230.00			
Contr/ Storage Room				12/18/2017	outstanding	LUMP						
Floor Receptacles				12/18/2017	outstanding	LUMP			$ 532.04		transfer to stand by power	
vash Kictheon Power Changes				12/14/2017	outstanding						New controls stations for Level 9 and new panel for increased light layout	
ontrol Upgrades				12/18/2017	outstanding							
Upgrades				12/18/2017	outstanding							
able Cable Devices				1/9/2018	outstanding							
1)				1/29/2018	outstanding	FWO						
2)				1/29/2018	outstanding	FWO						
ting Layout				1/30/2018	outstanding							
se-see CCN #												
WO's: rework vanity GFCI's, h rework, rework L1 Exit lights				2/14/2018	outstanding	FWO						
wer and Lighting-still in progres				4/10/2018	pending	FWO						
lag door holds and itch rework				4/2/2018	outstanding	FWO						
CCD 001						FWO						X
CCD002						FWO						X
CCD 003						FWO						X
CCD 004						FWO	1				Cut in data and move LV & 120V power to center of TV	X

CCD 005						FWO						X
CCD 006						FWO	1				Extended wall sconce box on 1st FL stair 4	X
CCD 007						FWO	3				Private dining revisions	X
CCD 008						FWO	8				Changes to MGR APT	X
CCD 009						FWO						X
CCD 010						FWO					9th Floor make up air changes	X
CCD 011						FWO	6				Drain pan alarms	X
							166	$ 529,245.60	$ 329,010.21			

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

KNOW ALL MEN BY THESE PRESENTS:

That ___Watson Electrical_____ (the "Lienor") for and in consideration of the payment of the sum of $19,448.39 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 _10___ 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 __10 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_____

My Commission Expires: CHERIE CLUBB Notary Public, South Carolina My Commission Expires April 22, 2022

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 (Name or Description of Project) ("Project") which is located at 404 King Street, Charleston, SC 29403 (Street Address) in the City of Charleston, and County of Charleston, and is owned by Library Associates, LLC. (Name of Owner) ("Owner").

Subcontractor has been paid and received payment of $ $ [illegible] 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

(Detailed 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 10th day of July 20 18.

BSE/Shealy Electrical (Name of Vendor)

signature

By: Charity Chaney -Credit Analyst (Print or Type the Signers Name and Title)

STATE OF SC

COUNTY OF Lexington

The 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: Michael D. Seago (Notary Public)

My Commission expires:

MICHAEL D. SEAGO
Notary Public-State of South Carolina
My Commission Expires
July 05, 2027

MICHAEL D. SEAGO NOTARY PUBLIC STATE OF SOUTH CAROLINA

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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

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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	$ -

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

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DEFENDANT LIBRARY ASSOCIATES, LLC'S

TRIAL EXHIBIT #80

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TAB 21

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APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

OWNER	**LIBRARY ASSOCIATES, LLC.** 17 Lockwood Drive, Suite 400 Charleston, SC 29401	PROJECT	**THE HOTEL AT MARION SQUARE** 404 KING STREET CHARLESTON, SC 29403	APPLICATION 41 PERIOD FROM 08/01/2018 PERIOD TO 08/31/2018	**DISTRIBUTION TO:** [X] OWNER [X] CONTRACTOR [X] ARCHITECT [ ] ENGINEERS
CONTRACTOR ADDRESS	**Balfour Beatty Construction, LLC** 1930 Camden Rd Charlotte, NC 28203	ARCHITECT ADDRESS PHONE #	**WINFORD LINDSAY ARCHITECT** 344 West Pike Street Lawrenceville, GA 30046 770-407-5796	VENDOR #: ARCHITECT'S PROJECT NO	
CONTRACT	**THE HOTEL AT MARION SQUARE** (Project #13026000)				

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

CONTRACTOR'S APPLICATION FOR PAYMENT

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

The undersigned Contractor certifies that to the best of the Contractor's knowledge information and belief the Work covered by this 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: Alex Dooley Date: 8/29/18

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

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

State of: South Carolina County of: Charleston
Subscribed and sworn to before me this 29 day of August 2018
Notary Public: Nicholas Wegener
My commission expires: 7/22/2026

NICHOLAS WEGENER
COM. EXP.
NOTARY
PUBLIC
07/22/2026
SOUTH CAROLINA

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED $ 1,261,496.89
(Attach explanation if amount certified differs from the amount applied for.)
ARCHITECT: WINFORD LINDSAY ARCHITECT
By: Janice Hoellinsberry 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

CONTINUATION SHEET

APPLICATION AND CERTIFICATE FOR PAYMENT

containing Contractor's signed certificate, is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

CONTINUATION G703

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

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

A	B		C				D	E	F	G	H	I	J
			COMMITMENT VALUES				WORK COMPLETED			TOTAL			
LINE		WORK DESCRIPTION	ORIGINAL AMOUNT	CHANGE ORDERS	BUDGET TRANSFERS	CURRENT AMOUNT	FROM PREVIOUS APPLICATION	THIS PERIOD	STORED MATERIALS	COMPLETE AND STORED TO DATE (D + E)	% COMPLETE (G/C3)	BALANCE TO FINISH (C3 -G)	RETAINAGE
			-1-	-2-		-3-							
1	G/C'S	GENERAL CONDITIONALS (28 months)	3,216,855.00		35,026.00	3,251,881.00	3,248,700.00	3,081.00	-	3,251,881.00	100.0%	-	162,594.05
2						-	-	-	-	-	-	-	-
3		SUBCONTRACTS / COST OF WORK				-	-	-	-	-	-	-	-
4	GENERAL					-	-	-	-	-	-	-	-
5	00A	STAGING AND LOGISTICS	821,074.00			821,074.00	816,224.16	-	-	816,224.16	99.4%	4,849.84	40,811.21
6	01A	GENERAL TRADES	675,433.00		(400.00)	675,433.00	434,555.79	229,707.36	-	664,263.15	72.5%	241,169.85	60,676.32
7	SITE					-	-	-	-	-		-	-
8	02A	SITEWORK	1,632,494.00		(17,466.05)	1,615,027.95	1,599,877.27	-	-	1,599,877.27	99.1%	15,150.68	60,273.11
9	02J	HARDSCAPE, LANDSCAPE & IRRIGATION	317,318.00			317,318.00	309,292.13	4,500.00		313,792.13	98.9%	3,523.87	15,689.61
10	02K	SITE DEMOLTION ALLOWANCE	80,000.00		(22,490.73)	57,509.27	57,509.27	-	-	57,509.27	100.0%	-	2,875.46
11	STRUCTURE												
12	02L	DEEP FOUNDATIONS	2,228,614.00		(286,500.00)	1,942,114.00	1,778,278.00	-	-	1,778,278.00	91.6%	163,836.00	-
13	03A	CAST-IN-PLACE CONCRETE	7,337,895.00		163,387.93	7,501,282.93	7,501,282.93	-	-	7,501,282.93	100.0%	-	375,064.15
14	04A	MASONRY- CMU & CAST STONE	2,378,350.00		192,639.23	2,570,989.23	2,560,720.67	-	-	2,560,720.67	99.6%	10,268.56	256,072.07
15	05A	MISC. METALS	2,474,750.00		(139,487.52)	2,335,262.48	1,839,558.01	135,351.60	14,260.00	1,989,209.61	85.2%	346,052.87	198,920.98
16	SHELL					-	-	-	-	-		-	-
17	07A	ROOFING	855,694.00		234,208.00	1,089,904.00	1,071,744.58	-	-	1,071,744.58	98.3%	18,159.42	53,587.23
18	07B	WATERPROOFING/ CAULKING	742,900.00		50,405.40	793,305.40	778,447.71	-	-	778,447.71	98.1%	14,857.69	74,844.77
19	07E	STUCCO	913,038.00		442,246.38	1,355,284.38	1,346,704.80	-	-	1,346,704.80	99.4%	8,579.46	67,335.25
20	007F	FIREPROOFING	7,580.00		(7,580.00)	-	-	-	-	-	#DIV/0!	-	-
21	07X	FIRESTOPPING	20,000.00		(20,000.00)	-	-	-	-	-	#DIV/0!	-	-
22	08F	GLASS (Hopes Jamestown Painted Steel Storefront)	1,283,597.00		$ 40,000.00	1,323,597.00	1,310,797.95	-	-	1,310,797.95	99.0%	12,799.05	65,540.00
23	08H	INTERIOR GLAZING	1,154,577.00		1,137,862.50	2,292,439.50	2,241,880.13	40,321.75	-	2,282,201.88	99.6%	10,237.62	114,110.09
24	08I	WINDOWS	740,395.00		(740,395.00)	-	-	-	-	-	#DIV/0!	-	-
25	13C	FABRIC AWNINGS	12,000.00			12,000.00	-	-	-	-	0.0%	12,000.00	-
26	INTERIORS					-	-	-	-	-	#DIV/0!	-	-
27	04A	MASONRY- INTERIOR CAST STONE	250,000.00		(167,530.00)	82,470.00	81,984.00	-		81,984.00	99.4%	486.00	4,099.20
28	05A	INTERIORS ORNAMENTAL METALS	230,000.00		(180,000.00)	50,000.00	-	-	-	-	0.0%	50,000.00	-
29	06A	ROUGH CARPENTRY	211,677.00		55,000.00	266,677.00	264,647.12	-	-	264,647.12	99.2%	2,029.88	13,232.36
30	08D	DOORS, FRAMES, AND HARDWARE	1,608,746.00		258,240.72	1,862,986.72	1,425,346.72	220,874.40	-	1,646,221.12	88.4%	216,765.60	82,311.06
31	08R	SPECIAL DOORS	368,997.00		(129,000.00)	239,997.00	153,837.00	-	-	153,837.00	64.1%	86,160.00	7,691.85
32	08X	SMOKE CONTAINMENT BARRIER	13,353.00		114,027.00	127,380.00	19,966.00	107,414.00	-	127,380.00	100.0%	-	6,369.00
33	09A	METAL STUD FRAMING & DRYWALL / ACCOUSTICAL CEILINGS	3,717,093.00		796,171.32	4,513,264.32	4,490,302.57	21,461.75	-	4,511,764.32	100.0%	1,500.00	225,629.93
34	10A	SPECIALTIES	606,691.00		(12,710.00)	593,971.00	390,613.00	-	-	390,613.00	65.8%	203,358.00	19,530.65
35	10C	OPERABLE PARTITIONS	83,437.00			83,437.00	76,859.50	-	-	76,859.50	92.1%	6,587.50	7,686.85
36	11A	EQUIPMENT (PARKING LIFTS)	481,735.00		(44,038.00)	437,717.00	400,602.20	-	-	400,602.20	91.5%	37,114.80	20,030.11
37	11B	KITCHEN EQUIPMENT	-	-	1,001,128.00	1,001,128.00	974,953.81	-	-	974,953.81	97.4%	26,174.19	48,747.69
38	13A	POOL	385,894.00		(54,894.00)	311,000.00	287,560.00	-	-	287,560.00	92.5%	24,240.00	14,378.00
39	14A	ELEVATORS	1,479,219.00		140,400.07	1,619,619.07	1,476,619.00	125,985.00	-	1,602,604.00	99.2%	13,015.07	80,130.20
40	14B	WHEEL CHAIR LIFT	16,000.00			16,000.00	-	-	-	-	0.0%	16,000.00	-
41								-					
42	MEP					-		-		-			
43	15B	HVAC & PLUMBING	8,018,142.00		729,093.32	8,747,235.32	8,727,219.14	-	-	8,727,219.14	99.8%	20,016.18	436,360.96
44	15D	FIRE PROTECTION	466,920.00			466,920.00	466,151.88	-	-	466,151.88	99.8%	768.12	46,615.19
45	16A	ELECTRICAL	3,963,792.00		585,842.32	4,549,634.32	4,508,495.01	-	-	4,508,495.01	99.1%	41,139.31	300,424.75
46	FINISHES							-		-			
47	06B	FINISH CARPENTRY & CUSTOM MILLWORK	2,105,465.00	-	776,404.29	2,881,869.29	2,716,173.90	109,805.00	33,179.00	2,859,157.90	99.2%	22,931.38	142,947.90
48	09B	FLOORING	397,147.00	-	22,510.00	419,657.00	362,209.25	9,957.00	-	392,166.25	93.4%	27,490.75	19,608.31
49	09D	PAINTING & WALLCOVER	619,914.00		372,358.14	992,272.14	931,853.44	37,865.00	-	969,518.44	97.7%	22,753.70	48,475.92
50	09E	STONE & HARD TILE	3,566,859.00	-	(52,458.03)	3,514,391.97	3,477,056.73	19,471.90	-	3,496,528.63	99.4%	19,863.34	173,648.84
51	OCO 1	RCO 1, RCO 4, RCO 5, RCO 6, RCO 8, RCO 10, RCO 12	-	274,953.15	(274,953.15)	-	-	-	-	-	#DIV/0!	-	-
52	OCO 2	RCO 3, RCO 7, RCO 11, RCO 15, RCO 32,	-	80,241.74	(80,241.74)	-	-	-	-	-	#DIV/0!	-	-
53	OCO 3	RCO 14, RCO 27R1, RCO 6R1, RCO 26R1	-	1,048,791.54	(1,048,791.54)	-	-	-	-	-	#DIV/0!	-	-
54	OCO 4	RCO 17R1, RCO 40	-	12,874.68	(12,874.68)	-	-	-	-	-	#DIV/0!	-	-
55	OCO 5	RCO 22, RCO 28, RCO 33, RCO 47, RCO 50, RCO53, RCO 66, RCO 68, RCO 77, RCO 81		65,161.71	(65,161.71)	-	-	-	-	-	#DIV/0!	-	-
56	OCO 6	RCO 35, RCO 36, RCO 39, RCO 45, RCO 48, RCO 51, RCO 52, RCO 65, RCO 67, RCO 85		389,310.84	(389,310.84)	-	-	-	-	-	#DIV/0!	-	-
57	OCO 7	RCO 19, RCO 23R1, RCO 25, RCO 26R3, RCO 31, RCO 38, RCO 55, RCO 58, RCO 61, RCO 62, RCO 64, RCO 67, RCO 70, RCO 72, RCO 73R1, RCO 78, RCO 90, RCO 91, RCO 92, RCO 93, RCO 94, RCO 95, RCO 97, RCO 98, RCO 99, RCO 101, RCO 114, RCO 116, RCO 117, RCO 119, RCO 120, RCO 121, RCO 124, RCO 128, RCO 133, RCO 139		1,178,513.75	(1,178,513.75)	-	-	-	-	-	#DIV/0!	-	-
58	OCO 8	RCO 084, RCO 104, RCO 107R4, RCO 111, RCO 113R1, RCO 126R1, RCO 127R1, RCO 135R1, RCO 137, RCO 138R3, RCO 142R2, RCO 145, RCO 147, RCO 149R2, RCO 150, RCO 153, RCO 155, RCO 157, RCO 165, RCO 170, RCO 173		1,156,837.97	(1,156,837.97)	-	-	-	-	-	#DIV/0!	-	-
59	OCO 9	RCO016, RCO 100R4, RCO 112, RCO 126, RCO 129, RCO 143, RCO 146R3, RCO 158, RCO 160R1, RCO 162, RCO 164, RCO 169R1, RCO 171.1, RCO 174, RCO 175R1, RCO 176, RCO 179, RCO 180, RCO 181, RCO 183, RCO 185, RCO 186, RCO 188, RCO 189R1, RCO 190, RCO 191, RCO 195, RCO 198, RCO 202, RCO 203R1, RCO 207, RCO 214, RCO 218, RCO 220		340,037.37	(340,037.37)	-	-	-	-	-	#DIV/0!	-	-
60	OCO 10	RCO 144, RCO 151R1, RCO 163, RCO 167, RCO 168, RCO 193, RCO 199R3, RCO 201R1, RCO 208, RCO 210, RCO 217, RCO 224, RCO 226, RCO 228, RCO 229, RCO 230R2, RCO 232, RCO 234		169,340.91	(169,340.91)	-	-	-	-	-	0	-	
61	OCO 11	Construction Change Directives - April Draw		10,987.00	(10,987.00)	-	-	-	-	-		-	
62	OCO 12	RCO 140, RCO 204R1, RCO 231, RCO 238		94,035.32	(94,035.32)	-	-	-	-	-		-	
63	OCO 13	Construction Change Directives - May Draw		33,945.00	(33,945.00)	-	-	-	-	-		-	
64	OCO 14	Construction Change Directives - June Draw		56,810.72	(56,810.72)	-	-	-	-	-	0	-	
65	OCO 15R1	Construction Change Directive - July Draw		68,756.76	(68,756.76)								
66	OCO 16R3	RCO 49R4, RCO 057, RCO 182.4, RCO 219, RCO 225, RCO 241, RCO 242		201,763.27	(201,763.27)	-							
	OCO 17R2	Construction Change Directives - August Draw		62,930.00	(62,930.00)	-							

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

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

CONTINUATION G703

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

A	B	C				D	E	F	G	H	I	J
		COMMITMENT VALUES				WORK COMPLETED						
LINE	WORK DESCRIPTION	ORIGINAL AMOUNT	CHANGE ORDERS	BUDGET TRANSFERS	CURRENT AMOUNT	FROM PREVIOUS APPLICATION	THIS PERIOD	STORED MATERIALS	TOTAL COMPLETE AND STORED TO DATE (D + E)	% COMPLETE (G/C3)	BALANCE TO FINISH (C3 -G)	RETAINAGE
		-1-	-2-		-3-							
	SUBTOTAL	55,649,938.00	5,213,091.73	66,741.45	60,929,771.18	58,119,463.77	1,065,115.96	47,429.00	59,231,008.73	97.2%	1,698,762.45	3,246,713.14
67	CONSTRUCTION CONTINGENCY (2.25%)	1,060,680.00	-	(66,741.45)	993,946.55	743,946.55		-	743,946.55	74.8%	250,000.00	74,394.66
68	SPECIALTY SPACE SUPERVISION - NBM	100,000.00	-	-	100,000.00	-	-	-	-	0.0%	100,000.00	-
69	GENERAL LIABILITY INSURANCE (1%)	595,280.00	56,728.31	-	652,006.31	651,455.84	550.47	-	652,006.31	100.0%	-	-
70	SUBGUARD (1.25%)	670,160.00	70,351.85	-	740,511.85	739,850.32	661.53	-	740,511.85	100.0%	-	-
	SUBTOTAL	58,076,058.00	5,340,169.89	(0.00)	63,416,235.89	60,253,716.48	1,066,328.06	47,429.00	61,367,473.54	96.8%	2,048,762.45	3,321,107.80
71	FEE (2.5%)	1,451,902.00	148,090.38		1,597,992.38	1,516,998.55	27,843.93	-	1,544,842.91	96.7%	53,149.47	154,484.29
	TOTAL CONSTRUCTION COST	59,527,960.00	5,488,260.37	(0.00)	65,014,228.37	61,770,715.48	1,094,171.99	47,429.00	62,912,316.45	96.8%	2,101,911.92	3,475,592.09
72	PRECONSTRUCTION FEE	66,779.00			66,779.00	66,779.00	-	-	66,779.00	100.0%	-	-
	TOTAL COST WITH PRECON	59,594,747.00	5,488,260.37	(0.00)	65,081,007.37	61,837,494.48	1,094,171.99	47,429.00	62,979,095.45	96.8%	2,101,911.92	3,475,592.09
73	BUYOUT REDUCTION CONTRIBUTION	(250,000.00)			(250,000.00)				-	0.0%	(250,000.00)	-
	GRAND TOTAL	59,344,747.00	5,488,260.37	(0.00)	64,831,007.37	61,837,494.48	1,094,171.99	47,429.00	62,979,095.45	97.1%	1,851,911.92	3,475,592.09

DEFENDANT LIBRARY ASSOCIATES, LLC'S

TRIAL EXHIBIT #82

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Barnha' 'our 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**
Job #21046

APPLICATION NO: **32**

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

PERIOD TO: **7/31/2018**

FROM CONTRACTOR:
Watson Electrical
3215 Fortune Drive
North Charleston, SC 29418

VIA ARCHITECT:

PROJECT NO: **#13026000**

CONTRACT FOR: CONSTRUCTION

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	$ 3,963,792.00
2. Net change by Change Orders	$ 541,828.42
3. CONTRACT SUM TO DATE (Line 1 ± 2)	$ 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

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

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: Dale J Winovich Digitally signed by Dale J Winovich DN: C=US + OU=Div 21 + CN=Dale J Winovich + O=Watson Electric + E=dwinovich@watsonelec.com Date: 2018.07.18 11:31:07-04'00' Date: 7/10/2018

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.

EXHIBIT 3
WIT Winovich
DATE: 8-28-21
TAURA J. VULCANO, RPR

AMOUNT REQUESTED . . . . . $ 23,480.41

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

ARCHITECT:

By: _____ Date: _____

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

EXHIBIT D74 82
ALL-STATE LEGAL®

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CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
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Use Column I on Contracts where variable retainage for line items may apply.

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

Balfour Beatty Project 0

BID PACKAGE #	CONTRACTOR	SCHEDULED VALUE	TOTAL CHANGE ORDERS	REVISED CONTRACT	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E+F)	WORK COMPLETED THIS PERIOD (H - E)	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE 10%
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	LIGHITNG INSTALL-Material	1,560.00		1,560.00	1,560.00	-	-	1,560.00	100.00%	-	156.00

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CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
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APPLICATION NO: 32
APPLICATION DATE: 7/10/18
PERIOD TO: 7/31/18

Balfour Beatty Project 0

BID PACKAGE #	CONTRACTOR	SCHEDULED VALUE	TOTAL CHANGE ORDERS	REVISED CONTRACT	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E+F)	WORK COMPLETED THIS PERIOD (H - E)	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G÷C)	BALANCE TO FINISH (C - G)	RETAINAGE 10%
37	LIGHITNG 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 COUNDUIT ROUGH IN-Material	18,750.00		18,750.00	18,750.00	-	-	18,750.00	100.00%	-	1,875.00
51	SLAB COUNDUIT ROUGH IN-Labor	14,750.00		14,750.00	14,750.00	-	-	14,750.00	100.00%	-	1,475.00
52	WALL/CEILING COUNDUIT ROUGH IN-Material	28,900.00		28,900.00	28,900.00	-	-	28,900.00	100.00%	-	2,890.00
53	WALL/CEILING COUNDUIT 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	LIGHITNG INSTALL-Material	4,600.00		4,600.00	3,700.00	-		3,700.00	80.43%	900.00	370.00
59	LIGHITNG 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 COUNDUIT ROUGH IN-Material	13,000.00		13,000.00	13,000.00	-		13,000.00	100.00%	-	1,300.00
63	SLAB COUNDUIT ROUGH IN-Labor	11,500.00		11,500.00	11,500.00	-		11,500.00	100.00%	-	1,150.00
64	WALL/CEILING COUNDUIT ROUGH IN-Material	24,000.00		24,000.00	24,000.00	-		24,000.00	100.00%	-	2,400.00
65	WALL/CEILING COUNDUIT 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	LIGHITNG INSTALL-Material	3,500.00		3,500.00	2,850.00	-		2,850.00	81.43%	650.00	285.00
71	LIGHITNG INSTALL-Labor	34,400.00		34,400.00	28,200.00	-		28,200.00	81.98%	6,200.00	2,820.00
72				-				-		-	-

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Bamha ˆur Beatty

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Balfour Beatty Project 0

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73				-				-		-	-
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 INSTAL ˆ Material	4,500.00		4,500.00	4,500.00	-		4,500.00	100.00%	-	450.00

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