

**MONTHLY REPORT #07**  
**TAPESTRY TALLAHASSEE WALDEN**  
**TALLAHASSEE, FLORIDA**  
**ZUMBRUNNEN, INC. PROJECT #2016-121**

**SITE VISIT DATE(S): JANUARY 25, 2018**  
**RECEIPT OF EXECUTED PAYMENT APPLICATION: JANUARY 26, 2018**  
**OTHER REQUIRED DOCUMENTS RECEIVED (LATEST DATE): FEBRUARY 14, 2018**  
**REPORT DATE: FEBRUARY 19, 2018**



**This Report is Specially Prepared for**

**Mr. Richard Bienapfl**  
**Tapestry Tallahassee Walden, LLC**



**The zumBrunnen Report™**



February 19, 2018

**Mr. Richard Bienapfl**  
**Tapestry Tallahassee Walden, LLC, a Florida LLC**  
2001 Killebrew Drive, Suite 170  
Minneapolis, MN 55425

**RE: Tapestry Tallahassee Walden**  
**Tallahassee, Florida**

**SUBJ: Monthly Report No. 07**  
zumBrunnen Project No. 2016-121

Dear Mr. Bienapfl:

Attached for your use and review is the above-referenced report for the site visit conducted on January 25, 2018. The purpose of this report is to provide documentation of this project site visit and sufficient information to assist you in project finance administration.

zumBrunnen reports feature a unique and proprietary Contingency Graph in Exhibit A, and a listing of construction terminology, definitions, and methodology in Exhibit G. These exhibits will assist you in gaining a more comprehensive understanding of the status of your project, and assurance that the reports provided by zumBrunnen utilize consistent and professional reporting and analysis tools from month-to-month and project-to-project.

The data, conclusions, and recommendations contained in this report are based on information gathered during our project site visit. We trust this report is complete. Should you require additional information or wish to discuss this report, please contact this office.

Sincerely,

**zumBrunnen, Inc.**

Patrick L. Yaeger, CDT  
Senior Project Manager

## TABLE OF CONTENTS

<b>I.</b>	<b>EXECUTIVE SUMMARY .....</b>	<b>4</b>
<b>II.</b>	<b>PROJECT DESCRIPTION .....</b>	<b>4</b>
	A. Site Work .....	5
	B. Structures .....	5
	C. Stored Materials .....	6
<b>III.</b>	<b>ACTION ITEMS.....</b>	<b>6</b>
	A. Outstanding Project Documents .....	6
	B. Project Issues to Be Monitored and Resolved .....	6
	C. Status of Permits .....	7
<b>IV.</b>	<b>CONSTRUCTION CONTRACT .....</b>	<b>7</b>
	A. Changes to the Construction Contract .....	7
	B. Construction Contract .....	7
	C. Substantial Completion Terminology .....	7
<b>V.</b>	<b>CHANGE ORDERS .....</b>	<b>7</b>
	A. Approved and Executed Change Orders .....	7
	B. Pending and Potential Change Orders .....	8
<b>VI.</b>	<b>BUDGET SUMMARY DATA &amp; ANALYSIS .....</b>	<b>8</b>
	A. Budget Summary Data .....	8
	B. Budget Summary Analysis.....	10
<b>VII.</b>	<b>PROJECT SCHEDULE &amp; ANALYSIS .....</b>	<b>10</b>
	A. Project Schedule Data .....	10
	B. Project Schedule Analysis.....	11
	C. Project Closeout Certificates and Documents.....	12
<b>VIII.</b>	<b>GENERAL REMARKS .....</b>	<b>12</b>
	A. Site Visit and Attendees.....	12
	B. Finish Quality, Compliance, Maintenance/Protection, and Reports .....	12
	C. Site Security, Site Conditions, and Project Activities.....	13
	D. Miscellaneous Comments .....	13
<b>IX.</b>	<b>CONTRACTOR'S PAYMENT APPLICATION OVERVIEW .....</b>	<b>13</b>
<b>EXHIBITS:</b>		
	A. Project Completion and Contingency Graphs, CPM Schedule	
	B. Payment Application Documentation	
	C. Stored Material Documentation and Requirements	
	D. Change Order Documentation	
	E. Project Directory and Other Miscellaneous Information	
	F. Contract Summary; Closeout Documents & Requirements	
	G. Definitions; Disclaimers	
	H. Site Plan & Photographs	

## I. EXECUTIVE SUMMARY

The following conclusions are based on information available at the time of the issuance of this report. A checked box (☒) denotes information in the body of this report is pertinent to a full understanding of the referenced subject.

### Action Items:

- Are there outstanding project documents to be expedited: Yes
- Are there issues requiring Project Team's attention at this time: No
- Have all permits for construction been received: Yes  
☒ See Section III for further details.

### Budget Analysis and Sufficiency of Funds:

- Total change orders recommended for approval in this month's report: \$0
- Total executed change orders to date: \$415,741
- Total pending and potential change orders: \$75,000
- **The total committed construction contingency is 80% and the remaining construction contingency as a % of zumBrunnen estimated cost-to-complete is 5.8%, which we consider reasonable to complete the project. See Construction Contingency Graph included in Exhibit A.**  
☒ See Section VI, Paragraph B for further details.

### Time Extensions & Schedule Status:

- **Based on cash flow and our observation of the work completed to date, the project is 76.7% complete and on schedule for substantial completion by the contractual date shown below. See Project Completion Graph included in Exhibit A.**
- Time extension approved this month: 30 calendar days
- Original contract substantial completion date: April 8, 2018
- Current contract substantial completion date: May 23, 2018
- Contractor's Projected Substantial Completion Date: May 23, 2018  
☒ See Section VII, Paragraphs A and B for further details.

### Quality & Compliance Status:

- Are finish quality issues noted in this report: No
- Are construction or compliance issues noted in this report: No; existing issues have been encountered and are being addressed  
☐ See Section VIII, Paragraph B for further details.

### Payment Approval:

- Contractor Payment Application #08 for Pay Period ending 01/31/18 requests a current payment of \$1,064,390.48. Retainage in the amount of \$408,287.05 is being withheld, which is 6.5% of completed work and materials stored (5% of half the current contract amount). Retainage released this month: \$0. zumBrunnen recommends disbursement of funds as requested.  
☒ See Section IX for further details.

## II. PROJECT DESCRIPTION

The Tapestry Tallahassee Walden development is the acquisition, renovation, and expansion of an existing Country Inn & Suites hotel structure on an approximately 2.47-acre site located at 3080 Walden Road in Tallahassee, Florida. The project as finally configured will include

an 87-unit assisted living/memory care facility with 32 units to be located in the new 3-story addition and 55 units to be located in the renovated existing 3-story structure. The existing structure was built as a hotel in 2008 and is approximately 31,179 gross square feet. The new wing to be added to the west side of the building will consist of 17,882 gross square feet, and a 3-story kitchen and common area addition on the east side of the building will consist of approximately 2,830 gross square feet, for a total finished building area of approximately 51,891 gross square feet. Distyle Design, of Minneapolis, Minnesota, is providing the professional design and consulting services. RBK3, LLC dba Roger B. Kennedy Construction, of Altamonte Springs, Florida (the Construction Manager), will construct the Project.

#### **A. Site Work**

- Stone veneer is ongoing on the monument sign.
- Grease trap and piping are installed.
- Sidewalk, courtyard slab, and columns are complete at the east addition.
- Emergency generator has been set.
- Current transformer (CT) cabinet has been set and cable pulled.
- Water meter has been set.

#### **B. Structures**

##### **Existing Building**

- Stucco repairs are complete.
- Exterior painting is ongoing.
- Painting, lavatories, mirrors, cabinets, counter tops, MEP trim, new PTACs, and wire shelving are complete in the 2<sup>nd</sup> and 3<sup>rd</sup> floor units; floor prep is ongoing.
- Lights, fire extinguisher cabinets, railing, hard ceiling, and paint are complete in the 3<sup>rd</sup> floor corridor.
- Second floor corridor is similar to the 3<sup>rd</sup> floor; ACT grid is installed.
- First floor units are painted; trim is ongoing and cabinets are staged.
- Fireplace is installed in the Lobby.
- Painting has begun on the 1<sup>st</sup> floor.
- Model units are nearly complete.

##### **East Addition**

- Painting is complete.
- ACT grid is complete on the 1<sup>st</sup> and 2<sup>nd</sup> floors (3<sup>rd</sup> floor has hard ceiling).
- Lights are installed on all three floors.
- Cabinet and counter top installations are complete on the 2<sup>nd</sup> and 3<sup>rd</sup> floors; cabinetry is nearly complete on the 1<sup>st</sup> floor.

##### **West Addition**

- Stucco is nearly complete; profiles are ongoing.
- Storefront frames are installed; glazing began the day of the site visit.
- Main kitchen hood is ready to install after stainless steel wall panels are in place.

- MEP rough-ins are ongoing; 3<sup>rd</sup> floor rough-in inspections are complete.
- Shower units are installed in the 3<sup>rd</sup> floor units and staged on the other floors.
- Corridor drywall lid is installed on the 3<sup>rd</sup> floor.
- Elevator equipment is stored in the building.
- Termite treatment has been applied to the 1<sup>st</sup> floor walls.

### C. Stored Materials

Stored Material Inventory Log is enclosed: N/A

#### Materials Stored On-Site

- Materials added this month: Drywall and glazing
- Materials are observed to be secured from theft: Construction fence is installed around the project site
- Materials are observed to be protected from the weather: N/A

#### Materials Stored Off-Site

The requirements for off-site stored material documentation are detailed in Exhibit C. See Section IX of this Report for recommendations pertaining to funding approval and detail of any outstanding documentation.

- New materials added this month: None

## III. ACTION ITEMS

### A. Outstanding Project Documents

The following documents are required:

- A copy of the Construction Loan Agreement for zumBrunnen: Finalized copy has not yet been received
- Outstanding documents to be provided to zumBrunnen as required for financial closing: None
- Other:
  - Executed copy of the Owner/Architect contract has not yet been provided for our files
  - Executed copy of the Owner/Contractor contract has not yet been provided for our files
  - A copy of the Notice of Commencement has been provided for our files

### B. Project Issues to Be Monitored and Resolved

- Status of Transmittal and Shop Drawing Log: Updated and no issues noted
- Status of RFI Log: Updated and no issues noted
- Other:
  - Wood rot damage was noted at some existing window head beams. The project team is currently working on a solution to the issue. Update October 5, 2017 – Corrective work is occurring as instances are encountered. Update November 2, 2017 – Ongoing. Update December 6, 2017 – Repair work is ongoing. See Photos 14, and 21 through 27. Update December 28, 2017 – Repair work is nearly complete. Stucco work at the completed repairs has begun. See Photo 4. Update January 25, 2018 – Repairs and stucco installation are complete. CLOSED

### C. Status of Permits

- Outstanding permit status:
  - Building Permit has been issued; a copy has not yet been provided for our files.

See Section VII, Paragraph C pertaining to status of certificates of occupancy.

## IV. CONSTRUCTION CONTRACT

### A. Changes to the Construction Contract

For this month's reporting period, have changes been made to the construction contract terms and conditions as detailed below or in Exhibit F: No

### B. Construction Contract

**Construction Contract Type and Amount:** The Owner has entered into a construction contract with RBK3, LLC dba Roger B. Kennedy Construction, of Altamonte Springs, Florida, for this project, executed on: Unknown; an executed copy has not yet been provided for our files.

- Standard Form of Agreement between Owner and Contractor: AIA Document A102-2007 and AIA A201-2007 serves as General Conditions
- Basis of Payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.
- Original contract amount: \$7,750,000\* GMP
- Contractor's fee: 7.5% of Cost of Work

*\*This amount is shown on the contractor application as the original contract sum; this is different from the \$7,159,917 included in the draft contract zumBrunnen currently has on file.*

### C. Substantial Completion Terminology

Please note that zumBrunnen or others in verbal or written reports may make reference to various activities or construction of various components of work for the Project as substantially complete. Only when the reference includes the term "contract" can these references to substantially complete (or substantial completion) be interpreted as compliance with the requirements for the construction contract substantial completion schedule, as defined in the project construction contract documents. When the term "contract" is not included, it is then interpreted that the work per the construction contract referenced is simply "nearly complete" and has no direct relationship to the construction contract schedule for substantial completion.

## V. CHANGE ORDERS

### A. Approved and Executed Change Orders

This month's change order(s) approved by the Owner, Architect, and Contractor are submitted for approval with zumBrunnen's recommendations as detailed below:

- Change Order No. N/A; (+) \$N/A; time extension: N/A calendar days;
  - Description/comments: N/A
  - Reason for the change order: N/A

- Recommended to be funded from: N/A

CHANGE ORDER LOG*		
C.O. No.		Amount
1 - 3	Previous total through Monthly Report M06	\$415,741
	This monthly report's executed changes	\$0
	<b>Total</b>	<b>\$415,741</b>

\*Where applicable and available, the Contractor's change order log is included in Exhibit D.

- A copy of each change order executed this month is enclosed with this report: N/A
- zumBrunnen recommends approval of the following change orders submitted this month by the Borrower for approval by the Lender: N/A
- Change orders included in this month's payment application: #1 - #3

#### B. Pending and Potential Change Orders

Total pending and potential change orders: \$75,000; see Exhibit D for the Contractor's Change Order / Contingency Log

- The following pending changes may be in dispute:
  - None
- zumBrunnen may recommend that the following pending changes not be approved:
  - None

This log does not include estimates or an allowance for unknown future change orders. An estimated allowance for these change orders is included in the zumBrunnen estimated cost-to-complete in Section VI, Paragraph A.

## VI. BUDGET SUMMARY DATA & ANALYSIS

### A. Budget Summary Data

The following summary table includes an analysis of the total committed hard cost project funds to date, including executed change orders and estimated values for pending changes. These costs are compared to the hard cost project budget, to determine, in zumBrunnen's opinion, if the remaining HC contingency will be sufficient to complete the project. This analysis helps provide the earliest possible notice of a hard cost construction budget overrun.



<b>BUDGET SUMMARY TABLE</b>	
<b>Project Hard Cost Budget</b>	
Original Construction Budget	\$7,775,000.00
Combined (Hard Cost/Soft Cost) Project Contingency <sup>1</sup>	\$575,000.00
Owner Budget Allocations to/(from) Project Contingency	\$13,390.00
Total Hard Cost Budget	\$8,363,390.00
<b>Project Hard Costs</b>	
Original Construction Contract	\$7,750,000.00
Executed Change Order(s) #1 - #2	\$415,741.00
Pending & Potential Change Orders	\$75,000.00
Total Projected Hard Costs	\$8,240,741.00
Remaining HC Contingency (Balance)	\$122,649.00
Committed (Encumbard) HC Contingency Funds	\$490,741.00
zumBrunnen Estimated Cost-To-Complete*	\$2,103,720.00
Remaining HC Contingency as a % of zumBrunnen Cost-To-Complete	5.8%
Committed HC Contingency as a % of HC Contingency Budget	80.0%

\*zumBrunnen Estimated Cost-To-Complete: Calculated based on data and assumptions as detailed in Exhibit G - Definitions.

<sup>1</sup> The amount currently shown in the chart reflects the full hard and soft cost contingency for the project. zumBrunnen will confirm each month as to whether any of this contingency amount was allocated for use other than hard cost constructions.

History of budget transfers/adjustments between HC Contingency and Soft Cost Contingency or the Total Project Budget:

- Shown in the Budget Summary Table as Owner Budget Allocations to/from Project Contingency.
  - Amount shown is the amount reported in the Owner budget tracking spreadsheet included in Disbursement #8 (through January 2018).

**Contractor's G702 and G703 Contract Budget Update:**

- Percentage of buyout completed: 100%
- Remaining contractor contingency including any projected buyout savings:
  - In total dollars: \$52,464
  - As a percentage of zumBrunnen Estimated Cost-to-Complete: 2.5%
- Has the Contractor made any significant changes in his scope of "self-performed" work?  
No

**HC Contingency Chart:** See Exhibit A (for an explanation of the chart see Exhibit G – Definitions).

- Projected project HC contingency usage through this month: 70%
- Actual Committed (Encumbered) HC Contingency through this month: 80%
- See below paragraph B for further discussions for significant variances or month to month changes

## **B. Budget Summary Analysis**

The following Analysis includes Conclusions, Supporting Comments, and Actions/Precautions/ Recommendations based on the above Budget Data, the current payment application, and zumBrunnen's observations and interviews.

### **Conclusions/Recommendations:**

Based on evaluation of the estimated cost-to-complete, HC Contingency funds, including any other funds, or pertinent information as may be discussed below, zumBrunnen concludes that sufficient funds remain in the project hard cost budget to complete construction of the project, with the following qualifications: fund all mandated change orders as can be reasonably anticipated, fund only those discretionary change orders as approved by zumBrunnen when a source of funds has been identified other than the HC contingency, and no extraordinary events occur.

### **Actions/Precautions:**

- If no extraordinary events occur, the amount of Owner-held contingency, although extremely low, appears to be adequate to complete the project at this time.
- There are open cost items in the PCO log, which are rough orders of magnitude, and the final costs are expected to come in less than what is being carried in the log.
- The balance of Owner-held contingency appears to be adequate to complete the project at this time.

## **VII. PROJECT SCHEDULE & ANALYSIS**

### **A. Project Schedule Data**

The construction contract allows after N-T-P: 273 calendar days

The Notice-to-Proceed was issued: A Notice of Commencement executed on 7/11/17 has been provided for our files

Original Contract substantial completion date: April 8, 2018

Contract substantial completion date in the Construction Loan Agreement: Unknown; a copy has not yet been provided for our files

zumBrunnen's Pre-Closing Report concluded that the 273-calendar-day duration was sufficient to complete the project.

### **Executed Time Extension Change Orders:**

- Change Order #1 included an increase of **15** days. The new date of substantial completion was not stated in the change order, but it calculates to **April 23, 2018**.
- Change Order #2 included an increase of **30** days. The new date of substantial completion was not stated in the change order, but it calculates to **May 23, 2018**.

**Approved, Pending and Potential Time Extensions in Calendar Days:**

- Approved, in process to be executed: None
- Pending and potential; under review or disputed: None

**Schedule:**

- Copy of the Contractor's schedule is enclosed: Yes, revised January 12, 2018
- Does the schedule include approved time extensions? Yes
- Are actual critical path activities within the projected completion dates? Yes
- Comments: The project continues tracking to an on-time completion.

**B. Project Schedule Analysis**

The following Analysis, Conclusions, Supporting Comments, and Actions/ Precautions/ Recommendations are based on the above Project Schedule Data, the current payment application, and zumBrunnen's observations and interviews.

**Project Completion Status Curve (S-Curve):** See Exhibit A (for an explanation of the chart see Exhibit G – Definitions).

- Based on "forecasted" cash flow analysis for this month, the Project Completion S-Curve forecast indicates the project should be 68% complete. Based on "actual" cash flow analysis of this month's approved payment application period, project completion is estimated at approximately: 76.7%.
- A variance between the above two numbers of "forecasted" and "actual" is an indicator of the actual schedule status; is the project on schedule, ahead or behind schedule? The variance this month reflects: on schedule.
- zumBrunnen estimates the project completion at: 76.7%
- See below paragraph "Supporting Comments" for further discussions pertaining to significant variances.

**Analysis:**

- Once the project reached the month of September 2017, the average month-to-month rate of completion should be relatively consistent; the Contractor should achieve on average 10% to 12% a month for the next 7 months. See the enclosed Project Completion Status Curve in Exhibit A.
  - The percent completed for just this month is: 13.1%
  - Comments: The Contractor continues to meet or exceed the monthly projected average.
- Issues noted that may affect the schedule:
  - Inclement weather and unforeseen conditions during sitework activities

**Conclusions:**

- zumBrunnen's estimated contract substantial completion date: 05/23/2018
- Variance in calendar days between the zumBrunnen estimated contract substantial completion date and contract substantial completion: None

**Supporting Comments:**

- The project is properly managed and no major delays have been encountered at this time.

**Actions/Precautions/Recommendations:**

- The Contractor meets weekly with subcontractors to review progress, issues, and critical schedules and coordination. Ensure the Architect is keeping up with timely responses to submittals and RFIs.
- Keep a close watch on the weekly schedules; ensure the Contractor is monitoring and expediting submittals, and that the Owner is kept fully apprised of all critical items.

**C. Project Closeout Certificates and Documents**

As the Project approaches completion, this Section will track the required documents such as those noted in Exhibit F.

**VIII. GENERAL REMARKS****A. Site Visit and Attendees**

The site visit was conducted on the date(s) as noted on the report cover sheet. The attendance list is as follows:

**Roger B. Kennedy Construction**

Jim Oliver

Ron Whalen, Jr.

Ed Warren

**LaSalle Development Group**

John Hosford

**Visitors:**

None

**zumBrunnen**

Patrick Yaeger

**Distyle Design**

Michael Knisely (not present)

Kendra Fjerstad

**Tapestry Tallahassee Walden LLC**

Richard Bienapfl (via phone)

Greg LaSalle

**B. Finish Quality, Compliance, Maintenance/Protection, and Reports****Finish Quality:**

List any observations regarding finish quality:

- No issues noted this month

**Compliance:**

The following items and observations were reviewed with the project team pertaining to compliance with contract documents and industry standards:

- Windows on the south elevation of the west addition were noted to be improperly flashed; corrective work was ongoing at the time of the site visit. See Photo 7. Update January 25, 2018 – Stucco has been installed and visual confirmation of the corrective work could not be made. Contractor stated that the work was performed and he would provide photo documentation.

**Project Maintenance/Protection:**

- Is completed work properly maintained and protected from damage? Yes
- Is the Contractor keeping the project sufficiently clean and clear of trash? Yes

**Test and Other Reports:**

Based on site observations and interviews, zumBrunnen will review and receive copies of field test reports as deemed necessary.

- Soil test reports: No issues were noted requiring review of field test reports
- Concrete test lab reports: No issues were noted requiring review of field test reports

**C. Site Security, Site Conditions, and Project Activities****Site Security:**

- The property site appears to be properly secured: Yes, construction fence is installed around the project site
- Security service: None

**Site Conditions:**

- Weather: Upper 40s with sunny skies
- Precipitation: None
- Condition of the project site: Mostly dry and stable

**Project Activities:**

- Stucco profiles, interior and exterior paint, cabinet installation, stone veneer at monument sign, MEP rough-in, trim work, floor prep, and glazing were observed during the site visit.
- Do management and work force levels appear appropriate? Yes
  - Comment: The project continues to track on schedule

**D. Miscellaneous Comments**

- The next zumBrunnen site visit is scheduled for February 22, 2018, at 9:00 AM, ET. Any interested parties wishing to attend this meeting should coordinate with either Robert B. Kennedy Construction or zumBrunnen.

**IX. CONTRACTOR'S PAYMENT APPLICATION OVERVIEW**

Contractor Payment Application #08 for Pay Period ending 01/31/18 requests a current payment of \$1,064,390.48. Retainage in the amount of \$408,287.05 is being withheld, which is 6.5% of completed work and materials stored (5% of half the current contract amount). Retainage released this month: \$0. zumBrunnen recommends disbursement of funds as requested.

*See Exhibit B for the Contractor's signed and executed Payment Application form G702 and G703 that summarizes: change orders executed this month, total contract amount, work completed and materials stored to date, retainage, previous payments, and funds remaining to be dispersed including retainage.*

Comments pertaining to interpretation of, or adjustments to, the payment application:

- None

Stored materials (see Section II, Paragraph C for summary list of stored materials):

- zumBrunnen recommends payment for the stored materials as submitted: Yes
- If "No", provide list of any missing documentation required for approval, explanation, and recommendation: N/A

Adjustments for liquidated damages:

- N/A

Retainage:

- Percentage of total work completed and stored materials withheld as retainage last payment period: 8%
- Percentage of total work completed and stored materials withheld as retainage this payment period: 6.5%
- Retainage released this month: \$0
- Notice to surety required and copy enclosed: N/A

Based on review of each budget item in the payment application, it is concluded:

- Each budget line item drawn against is less than or equal to the status of completion for that item based on percent complete: Yes
- No one item has been funded beyond 100% of the current budget line item: Yes
- Sufficient funds remain budgeted to complete work currently under contract: Yes
- Please note that sufficiency of funds to complete the construction contract requires analysis of the project hard cost budget. For this analysis, see Section VI, Paragraphs A and B.

Lien waivers provided:

- The Contractor has provided executed unconditional lien waiver for payments received prior to this payment application: Yes
- The Contractor has provided material invoices and subcontractor billings complete with executed unconditional lien waivers for payments received prior to this payment application: Yes
- The Contractor has provided executed conditional lien waiver for payments requested in the current payment application: Yes
- Material invoices and subcontractor billings are complete, with executed conditional lien waivers for payments including this payment application: No
- Have there been any liens filed against the project: No

Based on the site visit observations, interviews, and the above review and conclusions, zumBrunnen recommends disbursement of funds in the amount of: **\$1,064,390.48**

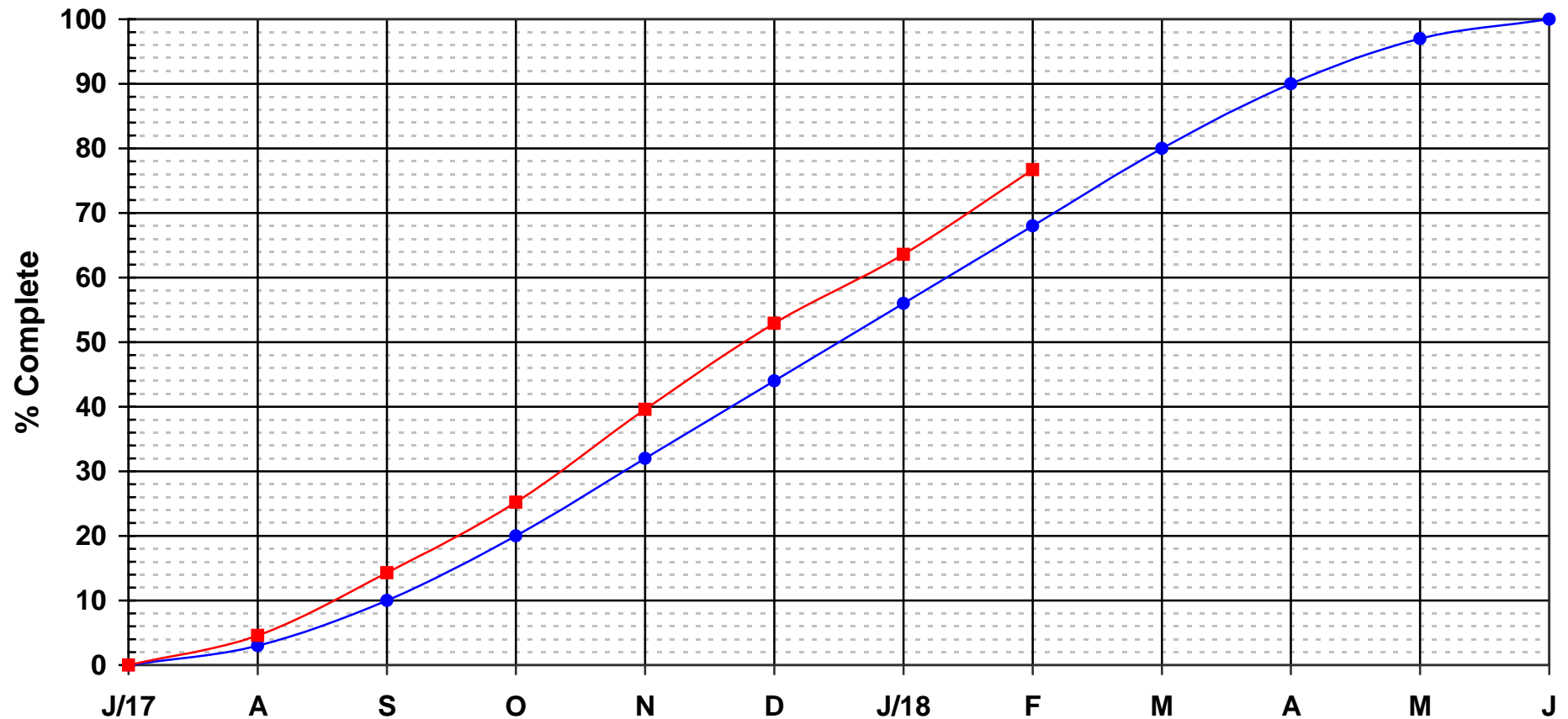
# EXHIBIT A

# Project Completion Graph

## Tapestry Tallahassee Walden #2016-121; Date: January 31, 2018

### Construction Monitor's Estimated Percent Complete 76.7%

Based on Cash Flow



• Notice to Proceed: July 10, 2017

Original Date of Substantial Completion: 273 days 4/8/18

Revised Date of Substantial Completion: 5/23/18

—●— Projected —■— Actual

Notes: Substantial completion assumed at 98% on the graph: 2 months added to reach full completion

\*Each line represents 1<sup>st</sup> day of the month

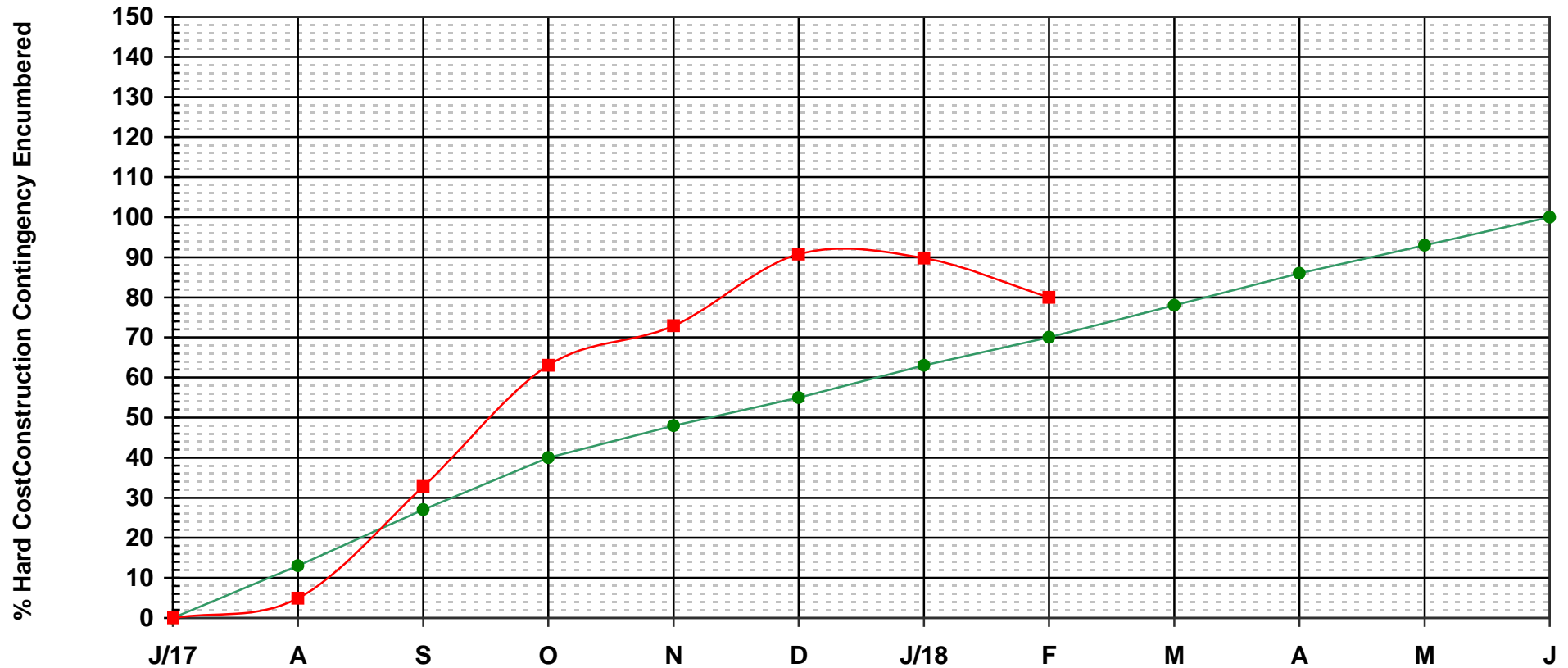
\*\*All Percentage tied to the Notice To Proceed Date (± 1 week)



# Hard Cost Construction Contingency Graph

Tapestry Tallahassee Walden #2016-121; Date: January 25, 2018

Encumbered Hard Cost Contingency: 80%



Original Hard Cost Contingency Budget: \$575,000

Current Contingency Budget: \$578,952

(not including \$25,000 delta between budget and contract amount)

—●— Projected —■— Actual

\* Each line represents the first day of the month

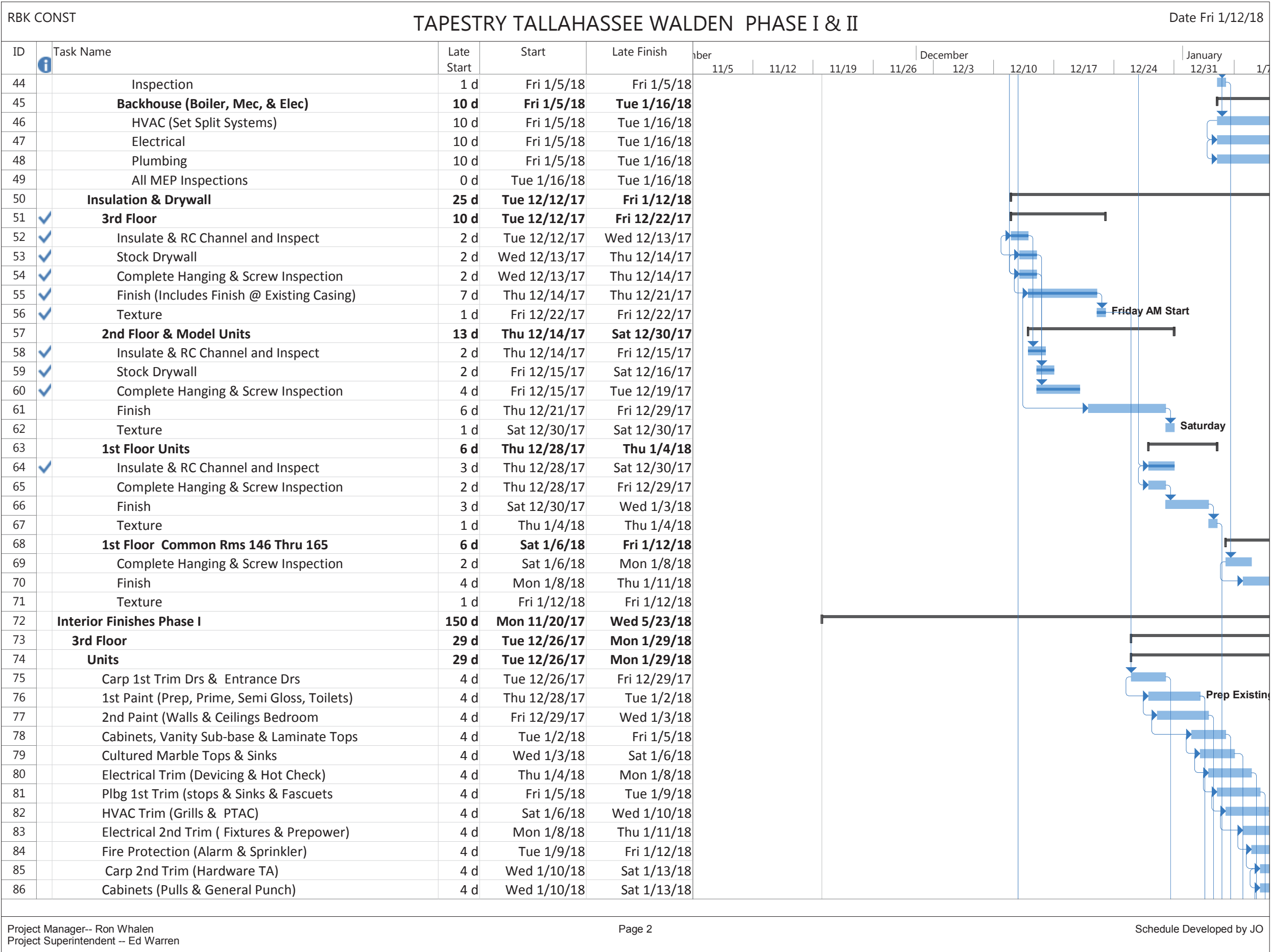
Schedule provided was not formatted to allow viewing of chart on all pages *PLV*

RBK CONST		TAPESTRY TALLAHASSEE WALDEN PHASE I & II										Date Fri 1/12/18		
ID	Task Name	Late Start	Start	Late Finish	November	December	January							
					11/5	11/12	11/19	11/26	12/3	12/10	12/17	12/24	12/31	1/7
1	Phase I Completion (Renovation & East Addition)	34 d	Tue 12/5/17	Tue 1/16/18										
2	Rough In Complete	34 d	Tue 12/5/17	Tue 1/16/18										
3	Patch Floors for Shower Pan & Hang Pre-rock	5 d	Tue 12/5/17	Sat 12/9/17										
4	3rd	2 d	Tue 12/5/17	Wed 12/6/17										
5	2nd	2 d	Wed 12/6/17	Thu 12/7/17										
6	1st	2 d	Fri 12/8/17	Sat 12/9/17										
7	3rd Floor Rooms, Corridor & BH Laundry	8 d	Tue 12/5/17	Wed 12/13/17										
8	Plumbing (Shw Pans, Walls & Valve, Insp)	7 d	Tue 12/5/17	Tue 12/12/17										
9	Elec. & HVAC (Transfer Grills)	4 d	Tue 12/5/17	Fri 12/8/17										
10	Framing (Soffits )	4 d	Tue 12/5/17	Fri 12/8/17										
11	Fire Protection (Sprinkler & Alarm)	4 d	Tue 12/5/17	Fri 12/8/17										
12	Inspect	1 d	Wed 12/13/17	Wed 12/13/17										
13	2nd Floor Rooms, Corridor & BH Laundry	12 d	Thu 12/7/17	Wed 12/20/17										
14	Plumbing (Shw Pans, Walls & Valve, Insp)	6 d	Thu 12/7/17	Wed 12/13/17										
15	Elec. & HVAC (Transfer Grills)	8 d	Mon 12/11/17	Tue 12/19/17										
16	Framing (Soffits )	4 d	Mon 12/11/17	Thu 12/14/17										
17	Fire Protection (Sprinkler & Alarm)	4 d	Mon 12/11/17	Thu 12/14/17										
18	Inspect	1 d	Wed 12/20/17	Wed 12/20/17										
19	1st Floor Rooms, Corridor & BH Laundry	11 d	Thu 12/14/17	Thu 12/28/17										
20	Plumbing (Shw Pans, Walls & Valve, Insp)	4 d	Thu 12/14/17	Mon 12/18/17										
21	Elec. & HVAC (Transfer Grills)	4 d	Wed 12/20/17	Tue 12/26/17										
22	Framing (Soffits )	4 d	Thu 12/21/17	Wed 12/27/17										
23	Fire Protection (Sprinkler & Alarm)	4 d	Thu 12/21/17	Wed 12/27/17										
24	Inspect	1 d	Thu 12/28/17	Thu 12/28/17										
25	1st Flr for Pre-Rock Rms 146 thru 166	26 d	Thu 12/14/17	Tue 1/16/18										
26	MEP Rough-in	5 d	Thu 12/14/17	Tue 12/19/17										
27	Plumbing	3 d	Thu 12/14/17	Sat 12/16/17										
28	Electrical	3 d	Thu 12/14/17	Sat 12/16/17										
29	HVAC	3 d	Thu 12/14/17	Sat 12/16/17										
30	Fire Protection (Sprinkler & Alarm)	3 d	Thu 12/14/17	Sat 12/16/17										
31	All Inspections Complete	1 d	Tue 12/19/17	Tue 12/19/17										
32	Insulation & Drywall (Fire Lid)	7 d	Wed 12/20/17	Fri 12/29/17										
33	Insulation & RC Channel	3 d	Wed 12/20/17	Fri 12/22/17										
34	Insulation inspection	1 d	Tue 12/26/17	Tue 12/26/17										
35	Hang & Fire Tape Drywall Ceiling	3 d	Wed 12/27/17	Fri 12/29/17										
36	Framing (Complete)	2 d	Fri 12/29/17	Sat 12/30/17										
37	Build drops, bulkheads and soffits	2 d	Fri 12/29/17	Sat 12/30/17										
38	MEP Rough-in (For Soffits & AC Ceiling)	13 d	Tue 1/2/18	Tue 1/16/18										
39	Rms 146 Thru 165	4 d	Tue 1/2/18	Fri 1/5/18										
40	HVAC	3 d	Tue 1/2/18	Thu 1/4/18										
41	Electrical	3 d	Tue 1/2/18	Thu 1/4/18										
42	Fireprotection	3 d	Tue 1/2/18	Thu 1/4/18										
43	Plumbing	3 d	Tue 1/2/18	Thu 1/4/18										

Project Manager-- Ron Whalen  
Project Superintendent -- Ed Warren

Page 1

Schedule Developed by JO





ID	Task Name	Late Start	Start	Late Finish	November													
					11/5	11/12	11/19	11/26	12/3	12/10	12/17	12/24	12/31	1/7				
130	Final Clean	4 d	Tue 1/30/18	Fri 2/2/18														
131	Model Units Finishes (Units 1st Floor)	17 d	Thu 1/4/18	Tue 1/23/18														
132	1st Paint (Prep, Prime (Finish Ceilings & Toilets)	2 d	Thu 1/4/18	Fri 1/5/18														
133	Carp 1st Trim Drs & Entrance Drs	2 d	Sat 1/6/18	Mon 1/8/18														
134	1st Paint (Prep, Prime, Semi Gloss, Toilets)	2 d	Tue 1/9/18	Wed 1/10/18														
135	Flooring & Base	2 d	Thu 1/11/18	Fri 1/12/18														
136	Cabinets, Vanity Sub-base & sink & tops	2 d	Sat 1/13/18	Mon 1/15/18														
137	Electrical Trim (Devicing & Hot Check)	2 d	Tue 1/16/18	Wed 1/17/18														
138	Plbg Trim	2 d	Wed 1/17/18	Thu 1/18/18														
139	HVAC Trim (Grills & PTAC)	2 d	Wed 1/17/18	Thu 1/18/18														
140	Fire Protection (Alarm & Sprinkler)	2 d	Wed 1/17/18	Thu 1/18/18														
141	Carp 2nd Trim (Hardware TA)	2 d	Fri 1/19/18	Sat 1/20/18														
142	Drywall & Paint T/U	2 d	Mon 1/22/18	Tue 1/23/18														
143	Worklist & Finall Clean	2 d	Mon 1/22/18	Tue 1/23/18														
144	2nd Flr. Corridor & Backhouse (Laundry)	22 d	Tue 1/9/18	Fri 2/2/18														
145	1st Paint	2 d	Tue 1/9/18	Wed 1/10/18														
146	Carpenter Casing & Chair Rail	2 d	Thu 1/11/18	Fri 1/12/18														
147	Ceiling Grid	2 d	Sat 1/13/18	Mon 1/15/18														
148	MEP R-I Ceiling (include inspection)	2 d	Tue 1/16/18	Wed 1/17/18														
149	Carp 2nd Trim (Handrail, FE, Sinage)	2 d	Thu 1/18/18	Fri 1/19/18														
150	MEP & Fire Trim	2 d	Sat 1/20/18	Mon 1/22/18														
151	Ceiling Tile	3 d	Tue 1/23/18	Thu 1/25/18														
152	Carpet & Base (Install & Cover)	4 d	Fri 1/26/18	Tue 1/30/18														
153	Worklist & Final Clean	3 d	Wed 1/31/18	Fri 2/2/18														
154	2nd Flr.East Addition	22 d	Tue 1/9/18	Fri 2/2/18														
155	Paint Walls & Drops	3 d	Tue 1/9/18	Thu 1/11/18														
156	Ceiling Grid	3 d	Wed 1/10/18	Fri 1/12/18														
157	Carpenter Trim	3 d	Sat 1/13/18	Tue 1/16/18														
158	Cabinets & Tops	3 d	Wed 1/17/18	Fri 1/19/18														
159	MEP Trim	3 d	Thu 1/18/18	Sat 1/20/18														
160	Ceiling Tile	3 d	Mon 1/22/18	Wed 1/24/18														
161	Flooring	3 d	Thu 1/25/18	Sat 1/27/18														
162	Drywall & Paint T/U	3 d	Mon 1/29/18	Wed 1/31/18														
163	RBK Worklist	3 d	Wed 1/31/18	Fri 2/2/18														
164	1st Floor	41 d	Fri 1/5/18	Wed 2/21/18														
165	Units	29 d	Fri 1/5/18	Wed 2/7/18														
166	1st Paint (Prep, Prime (Finish Ceilings & Toilets)	4 d	Fri 1/5/18	Tue 1/9/18														
167	Carp 1st Trim Drs & Entrance Drs	4 d	Mon 1/8/18	Thu 1/11/18														
168	2nd Paint (Walls & Ceilings Bedroom	4 d	Tue 1/9/18	Fri 1/12/18														
169	Cabinets, Vanity Sub-base & Laminate Tops	4 d	Thu 1/11/18	Mon 1/15/18														
170	Cultured Marble Tops & Sinks	4 d	Fri 1/12/18	Tue 1/16/18														
171	Electrical Trim (Devicing & Hot Check)	4 d	Sat 1/13/18	Wed 1/17/18														

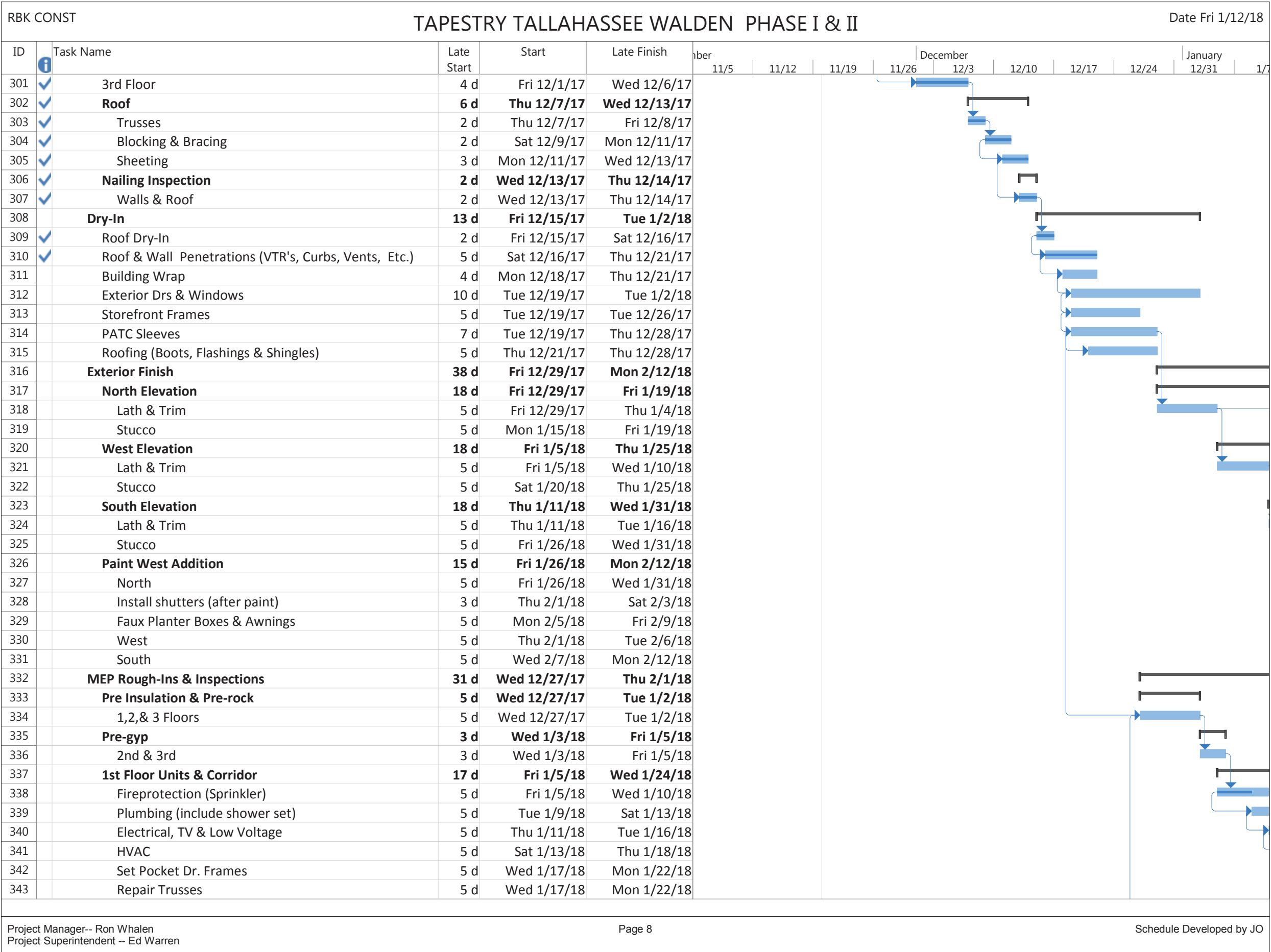




RBK CONST				TAPESTRY TALLAHASSEE WALDEN PHASE I & II										Date Fri 1/12/18	
ID	Task Name	Late Start	Start	Late Finish											
					ber	11/5	11/12	11/19	11/26	December	12/3	12/10	12/17	12/24	January
															1/7
215	Fire Protection (Alarm & Sprinkler)	4 d	Fri 2/2/18	Tue 2/6/18											
216	2nd Carp Trim (Hardware & TA )	4 d	Sat 2/3/18	Wed 2/7/18											
217	Drywall Repairs & TU	4 d	Sat 2/3/18	Wed 2/7/18											
218	Rough Clean	4 d	Sat 2/3/18	Wed 2/7/18											
219	Final Paint (Include Entrance Doors)	4 d	Thu 2/8/18	Mon 2/12/18											
220	Flooring Complete (LVP & Carpet)	4 d	Tue 2/13/18	Fri 2/16/18											
221	Primary Clean	4 d	Thu 2/15/18	Mon 2/19/18											
222	RBK Worklist	4 d	Fri 2/16/18	Tue 2/20/18											
223	Final Bldg. Insp	15 d	Mon 2/5/18	Wed 2/21/18											
224	Electrical Inspection for Pre Power	2 d	Mon 2/5/18	Tue 2/6/18											
225	Plumbing	2 d	Wed 2/7/18	Thu 2/8/18											
226	HVAC	2 d	Wed 2/7/18	Thu 2/8/18											
227	Electrical (Final)	2 d	Fri 2/9/18	Sat 2/10/18											
228	Fire Final (Sprinkler, Alarm & Life Safety)	2 d	Mon 2/12/18	Tue 2/13/18											
229	Engineering & Landscaping (see ID 296)	2 d	Fri 2/16/18	Sat 2/17/18											
230	Building Final (TCO)	2 d	Tue 2/20/18	Wed 2/21/18											
231	Owner Punch & T/U Clean Phase I	22 d	Tue 1/30/18	Fri 2/23/18											
232	3rd Floor	5 d	Tue 1/30/18	Sat 2/3/18											
233	2nd Floor	5 d	Mon 2/5/18	Fri 2/9/18											
234	1st Floor	5 d	Sat 2/10/18	Thu 2/15/18											
235	1st Floor Commons	5 d	Thu 2/15/18	Tue 2/20/18											
236	Owner (Appliances & Window Treatment)	3 d	Wed 2/21/18	Fri 2/23/18											
237	Exterior Completion	52 d	Thu 12/14/17	Thu 2/15/18											
238	Site Utilities Complete (Phase I & II)	9 d	Sat 1/20/18	Tue 1/30/18											
239	Set Grease Trap & Tie-In	5 d	Sat 1/20/18	Thu 1/25/18											
240	Set Water Meter	5 d	Tue 1/23/18	Sat 1/27/18											
241	Sanitary Tie-In	5 d	Thu 1/25/18	Tue 1/30/18											
242	Condensate Tie-In	5 d	Thu 1/25/18	Tue 1/30/18											
243	East Addition & Existing Renovation	46 d	Thu 12/14/17	Thu 2/8/18											
244	Install HVAC Roof Hoods/Covers	2 d	Thu 12/14/17	Fri 12/15/17											
245	Remove Existing Gutters & DS	1 d	Fri 12/15/17	Fri 12/15/17											
246	Patch and Repair Existing Bldg.Framing & Effis	21 d	Sat 12/16/17	Fri 1/12/18											
247	East	2 d	Sat 12/16/17	Mon 12/18/17											
248	South	14 d	Tue 12/19/17	Sat 1/6/18											
249	North (include above roof line)	5 d	Mon 1/8/18	Fri 1/12/18											
250	Entrance & Canopy	19 d	Mon 12/18/17	Thu 1/11/18											
251	Tie In Roof Drain	2 d	Mon 12/18/17	Tue 12/19/17											
252	Complete MEP R-I & Inspect	3 d	Wed 12/20/17	Fri 12/22/17											
253	Insulate & Inspect	2 d	Tue 12/26/17	Wed 12/27/17											
254	Densglas Lid	2 d	Thu 12/28/17	Fri 12/29/17											
255	Stucco (Bldg Wrap, Lath, stucco)	10 d	Sat 12/30/17	Thu 1/11/18											
256	Exterior Painting Existing Bld & East Add.	13 d	Mon 1/8/18	Mon 1/22/18											
257	Preasure Wash Existing Bldg.	6 d	Mon 1/8/18	Sat 1/13/18											
Project Manager-- Ron Whalen Project Superintendent -- Ed Warren				Page 6						Schedule Developed by JO					








ID	Task Name	Late Start	Start	Late Finish	November				December				January																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																															
					11/5	11/12	11/19	11/26	12/3	12/10	12/17	12/24	12/31	1/7																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
344	Inspections (MEP, Fire & Framing)	5 d	Fri 1/19/18	Wed 1/24/18																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																								

RBK CONST				TAPESTRY TALLAHASSEE WALDEN PHASE I & II										Date Fri 1/12/18	
ID	Task Name	Late Start	Start	Late Finish	November	December	January								
					11/5	11/12	11/19	11/26	12/3	12/10	12/17	12/24	12/31	1/7	
387	<b>Gypcrete</b>	<b>1 d</b>	<b>Mon 3/12/18</b>	<b>Mon 3/12/18</b>											
388	2nd & 3rd	1 d	Mon 3/12/18	Mon 3/12/18											
389	<b>1st Floor Commons (Kitchen, Dinning Etc.)</b>	<b>15 d</b>	<b>Thu 2/22/18</b>	<b>Sat 3/10/18</b>											
390	Insulate, RC Channel & Inspect	4 d	Thu 2/22/18	Mon 2/26/18											
391	Hang Drywall	5 d	Tue 2/27/18	Sat 3/3/18											
392	Tape & Finish Drywall	5 d	Mon 3/5/18	Fri 3/9/18											
393	Texture	1 d	Sat 3/10/18	Sat 3/10/18											
394	<b>Elevator</b>	<b>94 d</b>	<b>Wed 12/27/17</b>	<b>Mon 4/16/18</b>											
395	Receive Elevator Equipment	4 d	Wed 12/27/17	Sat 12/30/17											
396	Set Rails & Car	5 d	Tue 3/13/18	Sat 3/17/18											
397	Install Cab & Doors	10 d	Mon 3/19/18	Thu 3/29/18											
398	Complete Masonry @ Doors	5 d	Fri 3/30/18	Wed 4/4/18											
399	Complete Framing & Drywall	5 d	Thu 4/5/18	Tue 4/10/18											
400	Controls & Adjustments	5 d	Wed 4/11/18	Mon 4/16/18											
401	<b>West Addition Finishes (Units &amp; Commons)</b>	<b>122 d</b>	<b>Wed 12/27/17</b>	<b>Wed 5/23/18</b>											
402	<b>3rd Floor ( West Addition)</b>	<b>38 d</b>	<b>Mon 3/12/18</b>	<b>Tue 4/24/18</b>											
403	1st Paint (Prep, Prime (Finish Ceilings & Toilets)	4 d	Mon 3/12/18	Thu 3/15/18											
404	Carp 1st Trim Drs & Entrance Drs	4 d	Thu 3/15/18	Mon 3/19/18											
405	2nd Paint (Walls & Ceilings Bedroom	4 d	Sat 3/17/18	Wed 3/21/18											
406	Cabinets, Vanity Sub-base & Laminate Tops	4 d	Tue 3/20/18	Fri 3/23/18											
407	Cultured Marble Tops & Sinks	4 d	Wed 3/21/18	Sat 3/24/18											
408	Electrical Trim (Devicing & Hot Check)	4 d	Fri 3/23/18	Tue 3/27/18											
409	Plbg 1st Trim (stops & Sinks & Fascuets	4 d	Mon 3/26/18	Thu 3/29/18											
410	HVAC Trim (Grills & PTAC)	4 d	Mon 3/26/18	Thu 3/29/18											
411	Electrical 2nd Trim ( Fixtures & Prepower)	4 d	Tue 3/27/18	Fri 3/30/18											
412	Fire Protection (Alarm & Sprinkler)	4 d	Tue 3/27/18	Fri 3/30/18											
413	Carp 2nd Trim (Hardware TA)	4 d	Thu 3/29/18	Mon 4/2/18											
414	Cabinets (Pulls & General Punch)	4 d	Thu 3/29/18	Mon 4/2/18											
415	Drywall T/U	4 d	Thu 3/29/18	Mon 4/2/18											
416	Flooring & Base Complete ( Do All Toilets 1st)	4 d	Tue 4/3/18	Fri 4/6/18											
417	Plumbing 2nd Trim (Toilets)	4 d	Fri 4/6/18	Tue 4/10/18											
418	3rd Paint Final (Include Entrance Doors)	4 d	Tue 4/10/18	Fri 4/13/18											
419	Primary Clean	4 d	Thu 4/12/18	Mon 4/16/18											
420	RBK Worklist	4 d	Tue 4/17/18	Fri 4/20/18											
421	Final Clean	4 d	Fri 4/20/18	Tue 4/24/18											
422	<b>Corridor, House Keeping, Men &amp; women</b>	<b>17 d</b>	<b>Tue 4/3/18</b>	<b>Sat 4/21/18</b>											
423	Carp 1st Trim ( Casing & Chair Rail)	3 d	Tue 4/3/18	Thu 4/5/18											
424	Paint	3 d	Fri 4/6/18	Mon 4/9/18											
425	FRP (at Mop Sink in Housekeeping)	3 d	Tue 4/10/18	Thu 4/12/18											
426	Ceramic Tile (Men & Womens Toilet)	3 d	Tue 4/10/18	Thu 4/12/18											
427	Carp 2nd Trim Handrail & Signage	3 d	Thu 4/12/18	Sat 4/14/18											
428	MEP & Fire Trim	3 d	Thu 4/12/18	Sat 4/14/18											
429	Flooring & Base (Carpet & Base)	3 d	Mon 4/16/18	Wed 4/18/18											
Project Manager-- Ron Whalen Project Superintendent -- Ed Warren				Page 10						Schedule Developed by JO					

ID	Task Name	Late Start	Start	Late Finish	November				December				January							
					11/5	11/12	11/19	11/26	12/3	12/10	12/17	12/24	12/31	1/7						
430	Primary Clean	3 d	Thu 4/19/18	Sat 4/21/18																
431	2nd Floor ( West Addition)	38 d	Fri 3/16/18	Mon 4/30/18																
432	1st Paint (Prep, Prime (Finish Ceilings & Toilets)	4 d	Fri 3/16/18	Tue 3/20/18																
433	Carp 1st Trim Drs & Entrance Drs	4 d	Tue 3/20/18	Fri 3/23/18																
434	2nd Paint (Walls & Ceilings Bedroom	4 d	Thu 3/22/18	Mon 3/26/18																
435	Flooring (Kitchenette & Toilets)	4 d	Sat 3/24/18	Wed 3/28/18																
436	Cabinets, Vanity Sub-base & Laminate Tops	4 d	Mon 3/26/18	Thu 3/29/18																
437	Cultured Marble Tops & Sinks	4 d	Wed 3/28/18	Sat 3/31/18																
438	Electrical Trim (Devicing & Hot Check)	4 d	Fri 3/30/18	Tue 4/3/18																
439	Plbg 1st Trim (stops & toilets)	4 d	Fri 3/30/18	Tue 4/3/18																
440	Plb 2nd Trim (Sinks & Fascuets)	4 d	Sat 3/31/18	Wed 4/4/18																
441	HVAC Trim (Grills & PTAC)	4 d	Sat 3/31/18	Wed 4/4/18																
442	Electrical 2nd Trim (Fixtures & Prepower)	4 d	Tue 4/3/18	Fri 4/6/18																
443	Fire Protection (Alarm & Sprinkler)	4 d	Tue 4/3/18	Fri 4/6/18																
444	Carp 2nd Trim (Hardware TA)	4 d	Tue 4/3/18	Fri 4/6/18																
445	Cabinets ( General Punch)	4 d	Sat 4/7/18	Wed 4/11/18																
446	Drywall T/U	4 d	Wed 4/11/18	Sat 4/14/18																
447	Rough Clean	4 d	Sat 4/14/18	Wed 4/18/18																
448	3rd Paint Final (Include Entrance Doors)	4 d	Tue 4/17/18	Fri 4/20/18																
449	Flooring Complete & V-Base (LVP & Carpet)	4 d	Sat 4/21/18	Wed 4/25/18																
450	Primary Clean	4 d	Wed 4/25/18	Mon 4/30/18																
451	Corridor & Backhouse	24 d	Sat 4/7/18	Mon 5/7/18																
452	Carp 1st Trim ( Casing & Chair Rail)	4 d	Sat 4/7/18	Wed 4/11/18																
453	Paint	4 d	Thu 4/12/18	Mon 4/16/18																
454	Ceiling Grid	4 d	Tue 4/17/18	Fri 4/20/18																
455	Carp 2nd Trim Handrail & Signage	4 d	Tue 4/17/18	Fri 4/20/18																
456	MEP & Fire Trim	4 d	Tue 4/17/18	Fri 4/20/18																
457	Flooring & Base	4 d	Sat 4/21/18	Wed 4/25/18																
458	Ceiling Tile	4 d	Thu 4/26/18	Tue 5/1/18																
459	Primary Clean	4 d	Wed 5/2/18	Mon 5/7/18																
460	1st Floor Units ( West Addition)	38 d	Wed 3/21/18	Fri 5/4/18																
461	1st Paint (Prep, Prime (Finish Ceilings & Toilets)	4 d	Wed 3/21/18	Sat 3/24/18																
462	Carp 1st Trim Drs & Entrance Drs	4 d	Sat 3/24/18	Wed 3/28/18																
463	2nd Paint (Walls & Ceilings Bedroom	4 d	Tue 3/27/18	Fri 3/30/18																
464	Flooring (Kitchenette & Toilets)	4 d	Thu 3/29/18	Mon 4/2/18																
465	Cabinets, Vanity Sub-base & Laminate Tops	4 d	Fri 3/30/18	Tue 4/3/18																
466	Cultured Marble Tops & Sinks	4 d	Mon 4/2/18	Thu 4/5/18																
467	Electrical Trim (Devicing & Hot Check)	4 d	Wed 4/4/18	Sat 4/7/18																
468	Plbg 1st Trim (stops & toilets)	4 d	Wed 4/4/18	Sat 4/7/18																
469	Plb 2nd Trim (Sinks & Fascuets)	4 d	Thu 4/5/18	Mon 4/9/18																
470	HVAC Trim (Grills & PTAC)	4 d	Thu 4/5/18	Mon 4/9/18																
471	Electrical 2nd Trim (Fixtures & Prepower)	4 d	Sat 4/7/18	Wed 4/11/18																
472	Fire Protection (Alarm & Sprinkler)	4 d	Sat 4/7/18	Wed 4/11/18																

ID	Task Name	Late Start	Start	Late Finish	November				December				January								
					11/5	11/12	11/19	11/26	12/3	12/10	12/17	12/24	12/31	1/7							
473	Carp 2nd Trim (Hardware TA)	4 d	Sat 4/7/18	Wed 4/11/18																	
474	Cabinets ( General Punch)	4 d	Thu 4/12/18	Mon 4/16/18																	
475	Drywall T/U	4 d	Mon 4/16/18	Thu 4/19/18																	
476	Rough Clean	4 d	Thu 4/19/18	Mon 4/23/18																	
477	3rd Paint Final (Include Entrance Doors)	4 d	Sat 4/21/18	Wed 4/25/18																	
478	Flooring Complete & V-Base (LVP & Carpet)	4 d	Thu 4/26/18	Tue 5/1/18																	
479	Primary Clean	4 d	Tue 5/1/18	Fri 5/4/18																	
480	Corridor & Houskeeping	27 d	Mon 4/9/18	Fri 5/11/18																	
481	Carp 1st Trim ( Casing & Chair Rail)	4 d	Mon 4/9/18	Thu 4/12/18																	
482	Paint	4 d	Fri 4/13/18	Tue 4/17/18																	
483	Ceiling Grid	4 d	Wed 4/18/18	Sat 4/21/18																	
484	Carp 2nd Trim Handrail & Signage	4 d	Mon 4/23/18	Thu 4/26/18																	
485	MEP & Fire Trim	4 d	Mon 4/23/18	Thu 4/26/18																	
486	Flooring & Base	4 d	Fri 4/27/18	Wed 5/2/18																	
487	Ceiling Tile	4 d	Thu 5/3/18	Tue 5/8/18																	
488	Primary Clean	3 d	Wed 5/9/18	Fri 5/11/18																	
489	1st Floor Kitchen, Dining, Men & Women	35 d	Sat 3/31/18	Mon 5/14/18																	
490	Carpentry 1st Trim Doors/Doors & Wd Trim	5 d	Sat 3/31/18	Thu 4/5/18																	
491	1st Paint (All Walls)	5 d	Fri 4/6/18	Wed 4/11/18																	
492	Carpentry 2nd Trim (Kitchen FRP)	5 d	Mon 4/9/18	Fri 4/13/18																	
493	Lay-In Ceiling Grid	5 d	Wed 4/11/18	Mon 4/16/18																	
494	MEP Trim Ceiling	5 d	Thu 4/12/18	Tue 4/17/18																	
495	Quarry Tile & Base (Kitachen, Office & Storage)	5 d	Wed 4/18/18	Mon 4/23/18																	
496	Ceramic Tile (Men & Women)	5 d	Wed 4/18/18	Mon 4/23/18																	
497	Set Kitchen Equipment	5 d	Tue 4/24/18	Mon 4/30/18																	
498	MEP Hook Up Equipment & Cooler/Freezer	5 d	Tue 4/24/18	Mon 4/30/18																	
499	Drywall & Paint T/U	5 d	Tue 5/1/18	Mon 5/7/18																	
500	Install Ceiling Tile	5 d	Tue 5/1/18	Mon 5/7/18																	
501	Primary Clean	5 d	Tue 5/8/18	Mon 5/14/18																	
502	Final Inspections	120 d	Wed 12/27/17	Mon 5/21/18																	
503	Elevator	5 d	Wed 12/27/17	Tue 1/2/18																	
504	Electrical	3 d	Tue 5/1/18	Thu 5/3/18																	
505	HVAC	3 d	Tue 5/1/18	Thu 5/3/18																	
506	Plumbing	3 d	Tue 5/1/18	Thu 5/3/18																	
507	Fire Alarm, Sprinkler & Life Safety	3 d	Tue 5/8/18	Thu 5/10/18																	
508	Building Final /C of O	2 d	Fri 5/11/18	Mon 5/14/18																	
509	Health Department	5 d	Tue 5/15/18	Mon 5/21/18																	
510	RBK Worklist & Final Clean	19 d	Mon 4/23/18	Thu 5/17/18																	
511	3rd Floor	3 d	Mon 4/23/18	Wed 4/25/18																	
512	2nd Floor	3 d	Tue 5/8/18	Thu 5/10/18																	
513	1st Floor	3 d	Mon 5/14/18	Wed 5/16/18																	
514	1st Floor Kitchen Commons	3 d	Tue 5/15/18	Thu 5/17/18																	
515	Owner Punch & Acceptance	20 d	Thu 4/26/18	Wed 5/23/18																	

ID	<div>Task Name</div>	Late Start	Start	Late Finish	ber	11/5	11/12	11/19	11/26	December	12/3	12/10	12/17	12/24	January	12/31	1/7
516	3rd Floor	3 d	Thu 4/26/18	Mon 4/30/18													
517	2nd Floor	3 d	Fri 5/11/18	Tue 5/15/18													
518	1st Floor	3 d	Thu 5/17/18	Mon 5/21/18													
519	1st Floor Kitchen Commons	3 d	Fri 5/18/18	Tue 5/22/18													
520	Final Touch Up Clean & Owner Acceptance	3 d	Mon 5/21/18	Wed 5/23/18													

# EXHIBIT B



# APPLICATION FOR PAYMENT

TO (OWNER) Tapestry Tallahassee Walden, LLC.  
2001 Killebrew Drive  
Suite 170  
Minneapolis, MN 55425  
Tom LaSalle

PROJECT: Tapestry Tallahassee Walden  
3080 Walden Road  
Tallahassee, FL 32317

APPLICATION NO: 08  
PERIOD TO: 01/31/2018  
PROJECT NO: 51703  
ARCH PROJ NO:  
CONTRACT DATE: 06/06/2017  
APPLICATION DATE: 01/31/2018  
INVOICE NO: 08

Distribution to:  
☐ OWNER  
☐ ARCHITECT  
☐ CONTRACTOR  
☐  
☐

SUBMITTED FROM: RBK 3, LLC dba Roger B. Kennedy Con Architect: Distyle Design PC  
1105 Kensington Park Drive 3410 Winnetka Avenue North  
Altamonte Spgs, FL 32714 St. 103  
Minneapolis, MN 55427

CONTRACT FOR: Tapetry Tallahassee-Walden

## CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	\$	7,750,000.00
2. Net change by Change Orders	\$	415,741.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	8,165,741.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on Pay Request)	\$	6,259,670.05
5. RETAINAGE:		
a. 7% % of Completed Work (Column D + E on G703)	\$	408,287.05
b. 7% % of Stored Material (Column F on Pay Request)	\$	0.00
Total Retainage (Lines 5a + 5b or Total in Column I of Pay Request)		408,287.05
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	5,851,383.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	4,786,992.52
8. CURRENT PAYMENT DUE	\$	1,064,390.48
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	2,314,358.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$415,741.00	
Total approved this Month		
TOTALS	\$415,741.00	
NET CHANGES by Change Order		\$415,741.00

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: RBK 3, LLC dba Roger B. Kennedy Construction

By: R. B. Kennedy Date: 01/24/2018

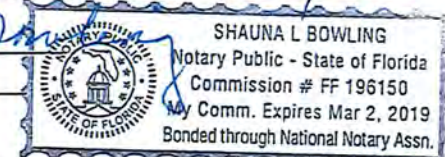
Notary: Shauna L. Bowling

State of: FLORIDA County: SEMINOLE

Subscribed and sworn to before me this 24th day of JANUARY 2018

Notary Public: Shauna L. Bowling

My Commission expires: Mar 2, 2019



### ARCHITECT'S APPROVAL OF PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect believes that to the best of his 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 ..... \$ 1,064,390.48

(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: Distyle Design PC

By: Distyle Design PC Date: 1/26/2018

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are prejudice to any rights of the Owner or Contractor under this Contract.



## APPLICATION FOR PAYMENT - CONTINUATION SHEET

Page 1 of 4 Pages

## FROM (CONTRACTOR):

RBK 3, LLC dba Roger B. Kennedy Construction  
1105 Kensington Park Drive  
Altamonte Spgs, FL 32714

## TO (OWNER):

Tapestry Tallahassee Walden, LLC.  
2001 Killebrew Drive  
Suite 170  
Minneapolis, MN 55425

## PROJECT:

Tapestry Tallahassee Walden  
3080 Walden Road  
Tallahassee, FL 32317

## APPLICATION # 08

Period Ending: 01/31/2018

A	B	C	D	E	F	G		H	I
Item #	Description of Work	Scheduled Value	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
01	Contractor's General Conditions	583,398.00	437,548.50	46,671.84	0.00	484,220.34	83.00%	99,177.66	31,583.34
02	Contractor's Overhead & Insurance	48,750.00	31,014.75	6,357.00	0.00	37,371.75	76.66%	11,378.25	2,437.57
03	Contractor's Fee	509,644.00	324,235.51	66,457.58	0.00	390,693.09	76.66%	118,950.91	25,482.96
04	Contractor's Contingency	146,098.00	71,588.02	22,046.00	0.00	93,634.02	64.09%	52,463.98	6,107.28
05	Contractor's Bond	49,000.00	49,000.00	0.00	0.00	49,000.00	100.00%	0.00	3,196.03
06	Submittal Exchange	6,995.00	6,995.00	0.00	0.00	6,995.00	100.00%	0.00	456.25
07		0.00	0.00	0.00	0.00	0.00		0.00	0.00
08	SITEWORK	0.00	0.00	0.00	0.00	0.00		0.00	0.00
09	Erosion Ctl, Silt Fence, Cons Ent.	30,128.00	30,128.00	0.00	0.00	30,128.00	100.00%	0.00	1,965.10
10	Earthwork	31,300.00	29,735.00	939.00	0.00	30,674.00	98.00%	626.00	2,000.71
11	Storm Drainage	18,100.00	17,738.00	0.00	0.00	17,738.00	98.00%	362.00	1,156.96
12	Sanitary System	12,125.00	11,882.50	0.00	0.00	11,882.50	98.00%	242.50	775.04
13	Portable Water System	7,000.00	6,860.00	0.00	0.00	6,860.00	98.00%	140.00	447.44
14	Retaining Wall and Railing	51,486.00	38,614.50	0.00	0.00	38,614.50	75.00%	12,871.50	2,518.63
15	Paving, Curb, Striping, Signs, Den Test	31,606.00	7,901.50	4,740.90	0.00	12,642.40	40.00%	18,963.60	824.60
16	Sidewalks / ADA Ramps	24,950.00	12,475.00	6,237.50	0.00	18,712.50	75.00%	6,237.50	1,220.52
17	Site Demolition	32,247.00	32,247.00	0.00	0.00	32,247.00	100.00%	0.00	2,103.31
18	Tie-In Roof Drains to Storm System	28,930.00	27,483.50	0.00	0.00	27,483.50	95.00%	1,446.50	1,792.61
19	Landscape & Irrigation	67,600.00	0.00	0.00	0.00	0.00	0.00%	67,600.00	0.00
20	Fencing and Site Railings	16,704.00	0.00	0.00	0.00	0.00	0.00%	16,704.00	0.00
21	Aluminum Pergola	9,550.00	0.00	0.00	0.00	0.00	0.00%	9,550.00	0.00
22	Trash Enclosure	19,275.00	16,383.75	0.00	0.00	16,383.75	85.00%	2,891.25	1,068.63

Page Total

1,724,886.00

1,151,830.53

153,449.82

0.00

1,305,280.35

419,605.65

85,136.98

## APPLICATION FOR PAYMENT - CONTINUATION SHEET

Page 2 of 4 Pages

## FROM (CONTRACTOR):

RBK 3, LLC dba Roger B. Kennedy Construction  
1105 Kensington Park Drive  
Altamonte Spgs, FL 32714

## TO (OWNER):

Tapestry Tallahassee Walden, LLC.  
2001 Killebrew Drive  
Suite 170  
Minneapolis, MN 55425

## PROJECT:

Tapestry Tallahassee Walden  
3080 Walden Road  
Tallahassee, FL 32317

## APPLICATION # 08

Period Ending: 01/31/2018

A	B	C	D	E	F	G		H	I
Item #	Description of Work	Scheduled Value	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
23		0.00	0.00	0.00	0.00	0.00		0.00	0.00
24	Concrete / Termite Pretreatment	285,783.00	257,204.70	11,431.32	0.00	268,636.02	94.00%	17,146.98	17,521.78
25	Gypcrete and Sound Underlayment	66,404.00	21,913.32	4,648.28	0.00	26,561.60	40.00%	39,842.40	1,732.48
26	Masonry	77,100.00	75,558.00	0.00	0.00	75,558.00	98.00%	1,542.00	4,928.27
27	Structural Steel & Misc. Steel	44,290.00	42,075.50	1,328.70	0.00	43,404.20	98.00%	885.80	2,831.04
28	Decorative Aluminum PTAC Grill Cove	7,200.00	0.00	0.00	0.00	0.00	0.00%	7,200.00	0.00
29	Rough Carpentry Labor	225,433.00	214,161.35	6,762.99	0.00	220,924.34	98.00%	4,508.66	14,409.79
30	Framing Lumber & Materials	247,106.00	242,163.88	4,942.12	0.00	247,106.00	100.00%	0.00	16,117.49
31	Trusses	80,200.00	80,200.00	0.00	0.00	80,200.00	100.00%	0.00	5,231.05
32	Finish Carpentry (Standing/Running)	26,238.00	0.00	10,495.20	0.00	10,495.20	40.00%	15,742.80	684.55
33	Cabinetry & Counter Tops	241,816.00	170,009.40	11,352.60	0.00	181,362.00	75.00%	60,454.00	11,829.34
34	Waterproofing	4,500.00	4,500.00	0.00	0.00	4,500.00	100.00%	0.00	293.51
35	Caulking and Sealants	31,060.00	4,659.00	9,318.00	0.00	13,977.00	45.00%	17,083.00	911.65
36	Expansion Joint Assemblies	23,175.00	0.00	0.00	0.00	0.00	0.00%	23,175.00	0.00
37	Insulation	44,374.00	0.00	18,637.08	0.00	18,637.08	42.00%	25,736.92	1,215.60
38	Roofing	81,000.00	68,850.00	11,340.00	0.00	80,190.00	99.00%	810.00	5,230.39
39	Gutters & Downspouts	7,651.00	0.00	0.00	0.00	0.00	0.00%	7,651.00	0.00
40	Doors, Frames and Hardware	287,914.00	46,066.24	69,099.36	0.00	115,165.60	40.00%	172,748.40	7,511.68
41	Vinyl Windows	17,639.00	0.00	17,639.00	0.00	17,639.00	100.00%	0.00	1,150.50
42	Storefront	72,773.00	33,475.58	34,203.31	0.00	67,678.89	93.00%	5,094.11	4,414.36
43	Ext. Stucco,Wrap,Peel & Stick	162,014.00	64,805.60	89,107.70	0.00	153,913.30	95.00%	8,100.70	10,038.99
44	Alum. Fascia & Vinyl Soffits	3,306.00	0.00	1,653.00	0.00	1,653.00	50.00%	1,653.00	107.82

Page Total

2,036,976.00

1,325,642.57

301,958.66

0.00

1,627,601.23

409,374.77

106,160.29

## APPLICATION FOR PAYMENT - CONTINUATION SHEET

Page 3 of 4 Pages

## FROM (CONTRACTOR):

RBK 3, LLC dba Roger B. Kennedy Construction  
1105 Kensington Park Drive  
Altamonte Spgs, FL 32714

## TO (OWNER):

Tapestry Tallahassee Walden, LLC.  
2001 Killebrew Drive  
Suite 170  
Minneapolis, MN 55425

## PROJECT:

Tapestry Tallahassee Walden  
3080 Walden Road  
Tallahassee, FL 32317

## APPLICATION # 08

Period Ending: 01/31/2018

A	B	C	D	E	F	G		H	I
Item #	Description of Work	Scheduled Value	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
45	Drywall & FRP Paneling	255,851.00	143,276.56	61,404.24	0.00	204,680.80	80.00%	51,170.20	13,350.31
46	Acoustical Tile Ceilings	31,840.00	0.00	4,776.00	0.00	4,776.00	15.00%	27,064.00	311.51
47	Painting & Wallcoverings	167,302.00	0.00	97,035.16	0.00	97,035.16	58.00%	70,266.84	6,329.12
48	Ceramic Wall and Floor Tile	25,459.00	0.00	0.00	0.00	0.00	0.00%	25,459.00	0.00
49	Carpet	46,523.00	0.00	0.00	0.00	0.00	0.00%	46,523.00	0.00
50	Quarry Tile & Base	28,127.00	0.00	0.00	0.00	0.00	0.00%	28,127.00	0.00
51	Vinyl & VCT Flooring/Base & Transi	151,922.00	0.00	7,596.10	0.00	7,596.10	5.00%	144,325.90	495.46
52	Sealed Concrete Floors	2,774.00	0.00	0.00	0.00	0.00	0.00%	2,774.00	0.00
53	Rough & Final Clean	13,237.00	0.00	0.00	0.00	0.00	0.00%	13,237.00	0.00
54	Specialties	107,090.00	18,205.30	48,190.50	0.00	66,395.80	62.00%	40,694.20	4,330.67
55	Ext Awning & Window Shutters	25,355.00	0.00	0.00	0.00	0.00	0.00%	25,355.00	0.00
56	Select Interior Bldg Demo	104,475.00	104,475.00	0.00	0.00	104,475.00	100.00%	0.00	6,814.38
57	Elevator	80,348.00	38,759.00	27,131.00	0.00	65,890.00	82.01%	14,458.00	4,297.68
58	Trash Chute	8,830.00	8,830.00	0.00	0.00	8,830.00	100.00%	0.00	575.94
59	Plumbing	833,835.00	617,037.90	108,398.55	0.00	725,436.45	87.00%	108,398.55	47,316.59
60	HVAC	604,091.00	428,904.61	42,286.37	0.00	471,190.98	78.00%	132,900.02	30,733.43
61	Fire Sprinklers	246,000.00	231,240.00	7,380.00	0.00	238,620.00	97.00%	7,380.00	15,563.99
62	Electrical	943,327.00	726,361.79	150,932.32	0.00	877,294.11	93.00%	66,032.89	57,221.51
63		0.00	0.00	0.00	0.00	0.00		0.00	0.00
64	ALLOWANCES	0.00	0.00	0.00	0.00	0.00		0.00	0.00
65	Existing EIFS Patch/Repair	39,996.00	7,999.20	21,997.80	0.00	29,997.00	75.00%	9,999.00	1,956.55
66	Monument Sign Structure	8,500.00	8,500.00	0.00	0.00	8,500.00	100.00%	0.00	554.41

Page Total

3,724,882.00

2,333,589.36

577,128.04

0.00

2,910,717.40

814,164.60

189,851.55

## APPLICATION FOR PAYMENT - CONTINUATION SHEET

Page 4 of 4 Pages

## FROM (CONTRACTOR):

RBK 3, LLC dba Roger B. Kennedy Construction  
1105 Kensington Park Drive  
Altamonte Spgs, FL 32714

## TO (OWNER):

Tapestry Tallahassee Walden, LLC.  
2001 Killebrew Drive  
Suite 170  
Minneapolis, MN 55425

## PROJECT:

Tapestry Tallahassee Walden  
3080 Walden Road  
Tallahassee, FL 32317

## APPLICATION # 08

Period Ending: 01/31/2018

A	B	C	D	E	F	G		H	I
Item #	Description of Work	Scheduled Value	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
67	Arc Fault Breakers at Exist Panels	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00%	0.00	652.25
68	Existing Roof Deck & Fascia Repair	3,256.00	0.00	0.00	0.00	0.00	0.00%	3,256.00	0.00
69		0.00	0.00	0.00	0.00	0.00		0.00	0.00
70	Addendum # 1	250,000.00	0.00	31,853.96	0.00	31,853.96	12.74%	218,146.04	2,077.67
71	Change Order # 1	100,794.00	80,635.20	0.00	0.00	80,635.20	80.00%	20,158.80	5,259.43
72	Change Order # 2	249,442.00	244,453.16	0.00	0.00	244,453.16	98.00%	4,988.84	15,944.46
73	Change Order # 3	65,505.00	49,128.75	0.00	0.00	49,128.75	75.00%	16,376.25	3,204.42

Page Total  
Contract Total

678,997.00	384,217.11	31,853.96	0.00	416,071.07		262,925.93	27,138.23
8,165,741.00	5,195,279.57	1,064,390.48	0.00	6,259,670.05	76.66%	1,906,070.95	408,287.05

**General Contractor's Affidavit and Partial Waiver of Lien**

**STATE OF FLORIDA  
COUNTY OF SEMINOLE**

KNOWN ALL MEN BY THESE PRESENT that the undersigned Roger B. Kennedy, Jr., who is President of RBK3, LLC dba Roger B. Kennedy Construction, for and in consideration of the payment of the sum of \$897,192.72 receipt of which is now acknowledged, now waives and releases any lien, rights to lien, or payment against the property owned by; **Tapestry Senior Housing, LLC** and situated in Leon County Florida, for the project known as:

**Tapestry Tallahassee Walden  
3080 Walden Road  
Tallahassee, FL 32317**

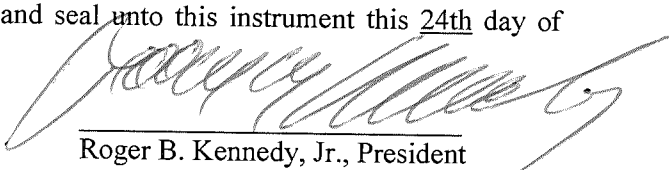
The undersigned certifies that this payment was for labor, services or material furnished for Work on the property through the following date: December 30, 2017.

The undersigned further certifies that funds received for this payment will be used to pay laborers employed by the undersigned for work on the property.

The undersigned further certifies that suppliers and subcontractors who have furnished labor, materials or services for which payment was received on the prior requisition have been paid in full, or will be, and proper waivers of lien have been furnished and except for subcontractors, laborers or vendors as listed below which are in dispute by Contractor.

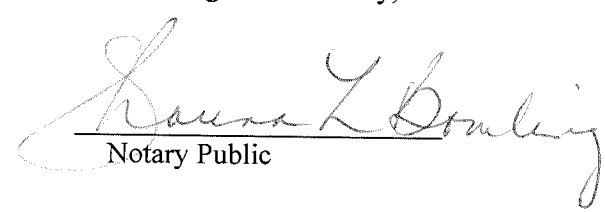
The undersigned acknowledges that under Florida Statutes, Chapter 713, the Owner has the right to rely on this General Contractor's Affidavit and Partial Waiver of Lien. Accordingly, the undersigned certifies that he has the right and authority to execute this General Contractor's Affidavit and Partial Waiver of Lien.

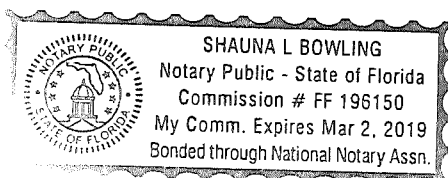
IN WITNESS WHEREOF, I have set my hand and seal unto this instrument this 24th day of January, 2018.

  
Roger B. Kennedy, Jr., President

SWORN to and subscribed before me this 24th day of January, 2018, Roger B. Kennedy, Jr. who is personally known.

My commission expires:

  
Notary Public



**WAIVER AND RELEASE OF LIEN**  
**UPON PROGRESS PAYMENT**

The undersigned lienor, upon receipt of the sum of **\$ 1,064,390.48** hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished through **1/31/2018** to **Tapestry Senior Housing, LLC** on the job of **Tapestry Tallahassee Walden** to the following property:

**Tapestry Tallahassee Walden**  
**3080 Walden Road**  
**Tallahassee, FL 32317**

This waiver does not cover any retention or any labor, services, or materials furnished after the date specified. This waiver is provided in exchange for a check from the Owner for the amount set forth herein, and consequently, payment of the check by the Owner's bank is an express condition precedent to the enforceability of this waiver.

Dated on January 24, 2018

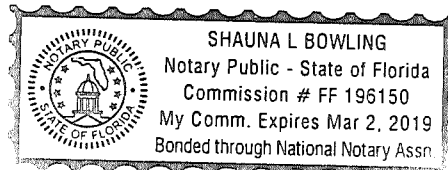
RBK3, LLC dba Roger Kennedy Construction  
1105 Kensington Park Drive  
Altamonte Springs, FL 32714

By: R. J. Whalen, Jr.  
Ronald J. Whalen, Jr., Vice President

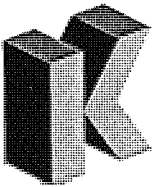
Sworn to and subscribed before me this 24th day of January 2018, by Ronald J. Whalen, Jr. who is personally known.

Shauna L Bowling  
Notary Public

My Commission Expires:



				NTO Rec'd Date	Final Received	Required for Dec Funding
			Tapestry Tallahassee Walden			
			<b>Above All Caulking and Waterproofing, Inc.</b>	11/13/2017		No Draw
			Coastal Construction Products	9/28/2017		
			<b>Dewitt Custom Concrete Inc</b>	8/31/17		No Draw
			Argos USA LLC	9/6/17		
			J. H. Dowling, Inc.	9/22/17		
			Tendon Systems, LLC	10/10/17		
			<b>Diversified Window Solutions, Inc.</b>	11/3/17		12/31/17
			TruliteGlass & Aluminum Solutions, LLC	12/18/17		12/31/17
			<b>G &amp; L Exteriors, Inc.</b>			12/31/17
			Safway Servcives, LLC	10/13/17		12/31/17
			Rosen Materials, LLC	11/25/17		12/25/17
			<b>Great Southern Demolition, Inc.</b>	8/10/17		No Draw
			Strickland Supplies, Inc.	9/19/17		
			<b>Jimmie Crowder Excavating &amp; Land Clearing, Inc.</b>	7/31/17		12/31/17
			Ferguson Enterprises, Inc.	8/11/17		12/31/17
			Associated Construction Products, Inc.	9/26/17		12/31/17
			<b>Keith Lawson Company, Inc.</b>	7/18/17		12/31/17
			<b>Kelly Brothers Sheet Metal, Inc.</b>	7/17/17		12/31/17
			Nelson & Company, L.C.	10/10/17		12/31/17
			<b>Malibu Acceptance, LLC</b>	10/4/17		No Draw
			<b>Otis Elevator Company</b>			No Draw
			<b>Overhead Door Company of the Capital City</b>	9/15/17		No Draw
			<b>Perden Roofing, LLC</b>			12/31/17
			ABC Supply Co., Inc.	10/13/17		
			<b>Regal Custom Painting, Inc.</b>	9/25/17		No Draw
			<b>Sovran Building Systems, Inc.</b>	7/13/17		12/31/17
			<b>Sunrise Rail, Inc.</b>	10/17/17		No Draw
			<b>Trussway Manufacturing, LLC</b>	9/5/17		12/31/17
			<b>Valiant Products, Inc.</b>	9/30/17		No Draw
			<b>Wayne Automatic Fire Sprinklers, Inc.</b>	7/25/17		12/31/17
			<b>Weston Trawick, Inc.</b>	7/13/17		12/31/17
			Lowe Electric Supply Co.	8/1/17		12/31/17
			TAW Power Systems, Inc.	11/8/17		12/31/17



RBK 3, LLC  
 dba Roger B. Kennedy Construction  
 General Contractors - Construction Managers  
 1105 Kensington Park Drive  
 Altamonte Springs, FL 32714  
 (407) 478-4500 Fax: (407) 478-4505

Job# 51703

RECEIVED

JAN 22 2018

RBK

### Partial Release of Contractor, Surety and Lien

The undersigned Subcontractor / Supplier, for and in consideration of the sum of \$10.00 paid by or on behalf of RBK 3, LLC dba Roger B. Kennedy Construction (Contractor), receipt of which is hereby acknowledged, hereby forever release, acquit and discharge Western Surety Company, and any other sureties providing payment bonds on the Project (hereinafter collectively referred to as "sureties"), the Contractor and:

#### Tapestry Tallahassee Walden, LLC

the Project Owner, from any and all claims, demands, liabilities, obligations, and actions of any nature whatsoever, which in any manner relate to or arise from the Project, known as:

**Tapestry Senior Living of Tallahassee - Walden**  
 3080 Walden Road  
 Tallahassee, FL 32317

As recorded in the public records of Leon County, Florida  
 OR BOOK: 5084 PAGE: 1926, Page 1 of 15

- \* **Furnished Through Date:** 12/31/2017
- \* **Furnished To:** RBK 3, LLC dba Roger B. Kennedy Construction

Including but not limited to claims based on contract, tort or equitable claims. Subcontractor/Supplier further certifies to Sureties, Contractor and Owner that all labor, equipment and/or materials used by the undersigned in the prosecution of said improvements have been fully paid for.

The undersigned further states that all Workmen's Compensation, other insurance premiums, and payroll taxes which have accrued in connection with this Project, have been fully paid, satisfied and discharged.

#### REPRESENTATIONS AND WARRANTIES

The undersigned Subcontractor / Supplier as an inducement for payment hereunder, with full knowledge that full reliance will be placed upon the following representations and warranties by RBK 3, LLC dba Roger B. Kennedy Construction in making payments hereunder, does hereby represent, warrant and attest that all bills, debts, and obligations incurred owed by the undersigned Subcontractor/Supplier for the labor, equipment and materials furnished through: 12/31/17 for which payment is being made under the provisions of this document have been fully paid, satisfied and discharged.

Signed in the State of Florida County of Seminole this 12th day of January, 20 18.

WITNESSES:

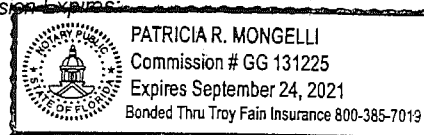
[Signature]  
[Signature]

SUB/SUPPLIER: Diversified Window Solutions, Inc.

BY: [Signature] / President  
 (Signature) (Title)  
Angela Buzzella  
 (Print Name) ✓

Sworn and subscribed before me this 12th day of January, 20 18.  
Angela Buzzella personally appeared and was ☒ known by me / ☐ produced identification  
 (Print Above Signator's Name) (Check one box only)  
 (type of identification: \_\_\_\_\_).

[Signature]  
 (Signature of Notary Public)  
 My Commission Expires: \_\_\_\_\_





RECEIVED

JAN 22 2018

## UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

REK

Project: Tapestry Tallahassee  
Job No.: 36572-2

The undersigned has been paid and has received a progress payment in the sum of \$11,281.05 for all labor, services, equipment or material furnished to the jobsite or to **Diversified Window Solutions** on the job of **Tapestry Tallahassee** located at **3080 Walden Road Tallahassee, FL 32317** and does hereby release any Mechanic's Lien, any state or federal statutory bond right, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the undersigned's position that the undersigned has on the above-referenced project to the following extent. This release covers a progress payment for all labor, services, equipment or materials furnished to the jobsite or to **Diversified Window Solutions** through **12/31/2017** only, and does not cover any retention, pending modifications and changes or items furnished after that date.

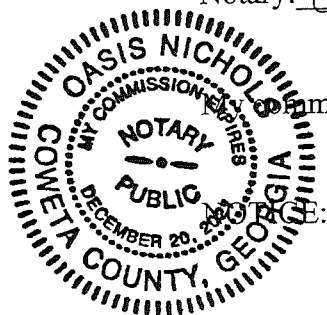
The undersigned warrants that he either has already paid or will use the monies he receives from this progress payment to promptly pay in full all of his laborers, subcontractors, materialmen and suppliers for all work, materials, equipment or services provided for or to the above-referenced project up to the date of this waiver.

DATE: 1/15/2018

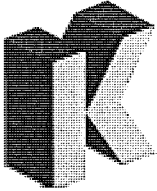
COMPANY: Trulite Glass &amp; Aluminum

Notary: Oasis NicholsBY: Jane B. McLamoryCommission expires: 12/20/21

TITLE: Lien Analyst



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.



RBK 3, LLC  
 dba Roger B. Kennedy Construction  
 General Contractors - Construction Managers  
 1105 Kensington Park Drive  
 Altamonte Springs, FL 32714  
 (407) 478-4500 Fax: (407) 478-4505

Job# 51703

RECEIVED

JAN 17 2013

RBK

### Partial Release of Contractor, Surety and Lien

The undersigned Subcontractor / Supplier, for and in consideration of the sum of \$10.00 paid by or on behalf of RBK 3, LLC dba Roger B. Kennedy Construction (Contractor), receipt of which is hereby acknowledged, hereby forever release, acquit and discharge Western Surety Company, and any other sureties providing payment bonds on the Project (hereinafter collectively referred to as "sureties"), the Contractor and:

#### Tapestry Tallahassee Walden, LLC

the Project Owner, from any and all claims, demands, liabilities, obligations, and actions of any nature whatsoever, which in any manner relate to or arise from the Project, known as:

**Tapestry Senior Living of Tallahassee - Walden**  
 3080 Walden Road  
 Tallahassee, FL 32317

As recorded in the public records of Leon County, Florida  
 OR BOOK: 5084 PAGE: 1926, Page 1 of 15

\* **Furnished Through Date:** 12/31/2017  
 \* **Furnished To:** RBK 3, LLC dba Roger B. Kennedy Construction

Including but not limited to claims based on contract, tort or equitable claims. Subcontractor/Supplier further certifies to Sureties, Contractor and Owner that all labor, equipment and/or materials used by the undersigned in the prosecution of said improvements have been fully paid for.

The undersigned further states that all Workmen's Compensation, other insurance premiums, and payroll taxes which have accrued in connection with this Project, have been fully paid, satisfied and discharged.

#### REPRESENTATIONS AND WARRANTIES

The undersigned Subcontractor / Supplier as an inducement for payment hereunder, with full knowledge that full reliance will be placed upon the following representations and warranties by RBK 3, LLC dba Roger B. Kennedy Construction in making payments hereunder, does hereby represent, warrant and attest that all bills, debts, and obligations incurred owed by the undersigned Subcontractor/Supplier for the labor, equipment and materials furnished through: 12/31/17 for which payment is being made under the provisions of this document have been fully paid, satisfied and discharged.

Signed in the State of FL County of Colo this 15<sup>th</sup> day of Jan, 2018.

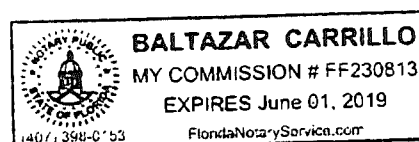
WITNESSES:

SUB/SUPPLIER: G & L Exteriors, Inc.

BY: [Signature] Sec (Treas.)  
 (Signature) (Title)  
Jose C. Granados  
 (Print Name)

Sworn and subscribed before me this 15<sup>th</sup> day of Jan, 2018.  
JOSE C GRANADOS personally appeared and was ☒ known by me / ☐ produced identification  
 (Print Above Signator's Name) (Check one box only)  
 (type of identification: \_\_\_\_\_).

B.C.  
 (Signature of Notary Public)  
 My Commission Expires:



RBK 3, LLC dba Roger B. Kennedy Construction

1105 Kensington Park Drive  
Altamonte Springs, FL 32714

RECEIVED

JAN 17 2018

RBK

STATUTORY WAIVER AND RELEASE OF  
LIEN UPON PROGRESS PAYMENT  
(Section 713.20(5) Florida Statutes)

The undersigned lienor, in consideration of the sum of \$ 10.00, hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished through 12/31/17 to Q3L Exteriors (Customer) on the job of Tapestry Tallahassee Walden, LLC (Owner), to the following described property:

Tapestry Tallahassee Walden  
3080 Walden Road  
Tallahassee, FL 32317

As recorded in the public records of Leon County, Florida on 07/11/2017  
More particularly described in Instrument # 20170045227

This waiver and release does not cover any retention or labor, services or materials furnished after the date specified.

DATED on Jan 12, 2018

Safeway Services, LLC (Supplier)

By

Gregory Tolley  
(Signature)

Greg Tolley / Branch mgr  
(Print Name) (Title)

Signed in the State of Florida County of Orange

Sworn and subscribed before me this 12 day of Jan, 2018

Greg Tolley personally appeared known to me or produced \_\_\_\_\_  
(Print Name)

as identification.

[Signature]  
(Signature of Notary Public)

My Commission Expires:

LAURA CARABALLO  
NOTARY PUBLIC - STATE OF FLORIDA  
COMMISSION # FF121624  
EXPIRES 5/11/2018  
BONDED THRU 1-888-NOTARY1

Note: This is a statutory form prescribed by Section 713.20, Florida Statutes.

A person may not require a lienor to furnish a waiver or release of lien  
that is different from the statutory form.

**RBK 3, LLC dba Roger B. Kennedy Construction**

1105 Kensington Park Drive  
Altamonte Springs, FL 32714

**STATUTORY WAIVER AND RELEASE OF  
LIEN UPON PROGRESS PAYMENT  
(Section 713.20(5) Florida Statutes)**

The undersigned lienor, in consideration of the sum of \$ 10,000 (Ten), hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished through 12/25/17 to G AND L EXTERIORS, INC. (Customer) on the job of Tapestry Tallahassee Walden, LLC (Owner), to the following described property:

**Tapestry Tallahassee Walden  
3080 Walden Road  
Tallahassee, FL 32317**

As recorded in the public records of Leon County, Florida on 07/11/2017  
More particularly described in Instrument # 20170045227

This waiver and release does not cover any retention or labor, services or materials furnished after the date specified.

DATED on January 15, 2018

Rosen Materials LLC (Supplier)

By Maria T. Belaval  
(Signature)

Maria T. Belaval | Authorized Agent  
(Print Name) (Title)

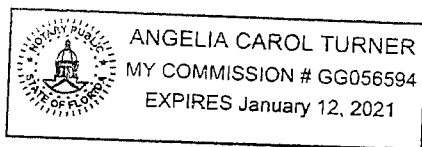
Signed in the State of FLORIDA County of ORANGE

Sworn and subscribed before me this 15<sup>th</sup> day of January, 2018.

Maria T. Belaval personally appeared known to me or produced \_\_\_\_\_  
(Print Name)

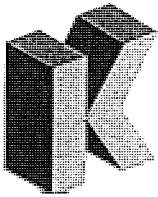
as identification.

Angelia C. Turner  
(Signature of Notary Public)



**My Commission Expires:**

Note: This is a statutory form prescribed by Section 713.20, Florida Statutes.  
A person may not require a lienor to furnish a waiver or release of lien  
that is different from the statutory form.



RBK 3, LLC  
 dba Roger B. Kennedy Construction  
 General Contractors - Construction Managers  
 1105 Kensington Park Drive  
 Altamonte Springs, FL 32714  
 (407) 478-4500 Fax: (407) 478-4505

Job# 51703

RECEIVED  
 JAN 18 2013  
 RBK

### Partial Release of Contractor, Surety and Lien

The undersigned Subcontractor / Supplier, for and in consideration of the sum of \$10.00 paid by or on behalf of RBK 3, LLC dba Roger B. Kennedy Construction (Contractor), receipt of which is hereby acknowledged, hereby forever release, acquit and discharge Western Surety Company, and any other sureties providing payment bonds on the Project (hereinafter collectively referred to as "sureties"), the Contractor and:

#### Tapestry Tallahassee Walden, LLC

the Project Owner, from any and all claims, demands, liabilities, obligations, and actions of any nature whatsoever, which in any manner relate to or arise from the Project, known as:

**Tapestry Senior Living of Tallahassee - Walden**  
 3080 Walden Road  
 Tallahassee, FL 32317

As recorded in the public records of Leon County, Florida  
 OR BOOK: 5084 PAGE: 1926, Page 1 of 15

\* **Furnished Through Date:** 12/31/2017  
 \* **Furnished To:** RBK 3, LLC dba Roger B. Kennedy Construction

Including but not limited to claims based on contract, tort or equitable claims. Subcontractor/Supplier further certifies to Sureties, Contractor and Owner that all labor, equipment and/or materials used by the undersigned in the prosecution of said improvements have been fully paid for.

The undersigned further states that all Workmen's Compensation, other insurance premiums, and payroll taxes which have accrued in connection with this Project, have been fully paid, satisfied and discharged.

#### REPRESENTATIONS AND WARRANTIES

The undersigned Subcontractor / Supplier as an inducement for payment hereunder, with full knowledge that full reliance will be placed upon the following representations and warranties by RBK 3, LLC dba Roger B. Kennedy Construction in making payments hereunder, does hereby represent, warrant and attest that all bills, debts, and obligations incurred owed by the undersigned Subcontractor/Supplier for the labor, equipment and materials furnished through: 12/31/17 for which payment is being made under the provisions of this document have been fully paid, satisfied and discharged.

Signed in the State of Florida County of Leon this 12 day of January, 20 18.

WITNESSES:

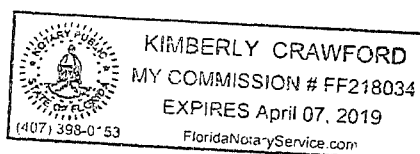
Annela Costa  
Margie Regal

SUB/SUPPLIER: Jimmie Crowder Excavating and Land Clearing, Inc.

BY Todd Langford / CFO  
 (Signature) (Title)  
Todd Langford  
 (Print Name)

Sworn and subscribed before me this 12 day of January, 20 18.  
Todd Langford personally appeared and was ☒ known by me / ☐ produced identification  
 (Print Above Signator's Name) (Check one box only)  
 (type of identification: \_\_\_\_\_).

Kimberly Crawford  
 (Signature of Notary Public)  
 My Commission Expires:



RBK 3, LLC dba Roger B. Kennedy Construction  
1105 Kensington Park Drive  
Altamonte Springs, FL 32714

**STATUTORY WAIVER AND RELEASE OF  
LIEN UPON PROGRESS PAYMENT**  
(Section 713.20(5) Florida Statutes)

The undersigned lienor, in consideration of the sum of \$ 10.00, hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished through 12/31/17 to Jimmie Crowder Excavating and Land Clearing, Inc. (Customer) on the job of Tapestry Tallahassee Walden, LLC (Owner), to the following described property:  
Tapestry Tallahassee Walden  
3080 Walden Road  
Tallahassee, FL 32317

As recorded in the public records of Leon County, Florida on 07/11/2017  
More particularly described in Instrument # 20170045227

This waiver and release does not cover any retention or labor, services or materials furnished after the date specified.

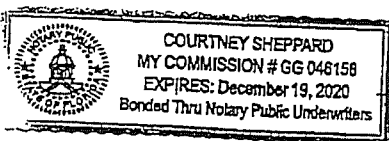
DATED on NOVEMBER 16 2018

Ferguson Enterprises, Inc. (Supplier)  
By [Signature] (Signature)  
Jim Labrasciano / District Credit Manager  
(Print Name) (Title)

Signed in the State of FLORIDA County of HILLSBOROUGH

Sworn and subscribed before me this 16 day of JANUARY, 2018

Jim Labrasciano personally appeared known to me or produced \_\_\_\_\_  
(Print Name)  
as identification.



[Signature]  
(Signature of Notary Public)

My Commission Expires:

Note: This is a statutory form prescribed by Section 713.20, Florida Statutes.  
A person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.

RBK 3, LLC dba Roger B. Kennedy Construction  
1105 Kensington Park Drive  
Altamonte Springs, FL 32714

**STATUTORY WAIVER AND RELEASE OF  
LIEN UPON PROGRESS PAYMENT  
(Section 713.20(5) Florida Statutes)**

The undersigned lienor, in consideration of the sum of \$ 10.00, hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished through 12/31/17 to Jimmie Crowder Excavating and Land Clearing, Inc. (Customer) on the job of Tapestry Tallahassee Walden, LLC (Owner), to the following described property:  
**Tapestry Tallahassee Walden**  
3080 Walden Road  
Tallahassee, FL 32317

As recorded in the public records of Leon County, Florida on 07/11/2017  
More particularly described in Instrument # 20170045227

This waiver and release does not cover any retention or labor, services or materials furnished after the date specified.

DATED on January 15, 2018

Associated Construction Products, Inc. (Supplier)

By

[Signature]  
(Signature)

Jonathan D. [Signature] / Accounting  
(Print Name) (Title)  
Manager

Signed in the State of Florida County of Pasco

Sworn and subscribed before me this 15 day of January, 2018

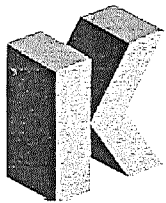
Jonathan D. [Signature] personally appeared known to me or produced \_\_\_\_\_  
(Print Name)  
as identification.

[Signature]  
(Signature of Notary Public)



My Commission Expires:

Note: This is a statutory form prescribed by Section 713.20, Florida Statutes.  
A person may not require a lienor to furnish a waiver or release of lien  
that is different from the statutory form.



RBK 3, LLC  
dba Roger B. Kennedy Construction  
General Contractors - Construction Managers  
1105 Kensington Park Drive  
Altamonte Springs, FL 32714  
(407) 478-4500 Fax: (407) 478-4505

Job# 51703

JAN 24 2018

RECEIVED

### Partial Release of Contractor, Surety and Lien

The undersigned Subcontractor / Supplier, for and in consideration of the sum of \$10.00 paid by or on behalf of RBK 3, LLC dba Roger B. Kennedy Construction(Contractor), receipt of which is hereby acknowledged, hereby forever release, acquit and discharge Western Surety Company, and any other sureties providing payment bonds on the Project (hereinafter collectively referred to as "sureties"), the Contractor and:

#### Tapestry Tallahassee Walden, LLC

the Project Owner, from any and all claims, demands, liabilities, obligations, and actions of any nature whatsoever, which in any manner relate to or arise from the Project, known as:

Tapestry Senior Living of Tallahassee - Walden  
3080 Walden Road  
Tallahassee, FL 32317

As recorded in the public records of Leon County, Florida  
OR BOOK: 5084 PAGE: 1926, Page 1 of 15

\* **Furnished Through Date:** 12/31/2017  
\* **Furnished To:** RBK 3, LLC dba Roger B. Kennedy Construction

Including but not limited to claims based on contract, tort or equitable claims. Subcontractor/Supplier further certifies to Sureties, Contractor and Owner that all labor, equipment and/or materials used by the undersigned in the prosecution of said improvements have been fully paid for.

The undersigned further states that all Workmen's Compensation, other insurance premiums, and payroll taxes which have accrued in connection with this Project, have been fully paid, satisfied and discharged.

#### REPRESENTATIONS AND WARRANTIES

The undersigned Subcontractor / Supplier as an inducement for payment hereunder, with full knowledge that full reliance will be placed upon the following representations and warranties by RBK 3, LLC dba Roger B. Kennedy Construction in making payments hereunder, does hereby represent, warrant and attest that all bills, debts, and obligations incurred owed by the undersigned Subcontractor/Supplier for the labor, equipment and materials furnished through: 12/31/17 for which payment is being made under the provisions of this document have been fully paid, satisfied and discharged.

Signed in the State of Florida County of Leon this 11 day of January, 2018.

WITNESSES:

SUB/SUPPLIER: Keith Lawson Company, Inc.

BY:

(Signature)

(Print Name)

(Title)

Sworn and subscribed before me this 11 day of January, 2018.

Newton Clark personally appeared and was ☒ known by me / ☐ produced identification

(Print Above Signator's Name)

(Check one box only)

(type of identification: \_\_\_\_\_).

(Signature of Notary Public)

My Commission Expires:







RBK 3, LLC  
 dba Roger B. Kennedy Construction  
 General Contractors - Construction Managers  
 1105 Kensington Park Drive  
 Altamonte Springs, FL 32714  
 (407) 478-4500 Fax: (407) 478-4505

Job# 51703

### Partial Release of Contractor, Surety and Lien

The undersigned Subcontractor / Supplier, for and in consideration of the sum of \$10.00 paid by or on behalf of RBK 3, LLC dba Roger B. Kennedy Construction (Contractor), receipt of which is hereby acknowledged, hereby forever release, acquit and discharge Western Surety Company, and any other sureties providing payment bonds on the Project (hereinafter collectively referred to as "sureties"), the Contractor and:

#### Tapestry Tallahassee Walden, LLC

the Project Owner, from any and all claims, demands, liabilities, obligations, and actions of any nature whatsoever, which in any manner relate to or arise from the Project, known as:

**Tapestry Senior Living of Tallahassee - Walden**  
 3080 Walden Road  
 Tallahassee, FL 32317

**As recorded in the public records of Leon County, Florida**  
**OR BOOK: 5084 PAGE: 1926, Page 1 of 15**

\* **Furnished Through Date:** 12/31/2017  
 \* **Furnished To:** RBK 3, LLC dba Roger B. Kennedy Construction

Including but not limited to claims based on contract, tort or equitable claims. Subcontractor/Supplier further certifies to Sureties, Contractor and Owner that all labor, equipment and/or materials used by the undersigned in the prosecution of said improvements have been fully paid for.

The undersigned further states that all Workmen's Compensation, other insurance premiums, and payroll taxes which have accrued in connection with this Project, have been fully paid, satisfied and discharged.

#### REPRESENTATIONS AND WARRANTIES

The undersigned Subcontractor / Supplier as an inducement for payment hereunder, with full knowledge that full reliance will be placed upon the following representations and warranties by RBK 3, LLC dba Roger B. Kennedy Construction in making payments hereunder, does hereby represent, warrant and attest that all bills, debts, and obligations incurred owed by the undersigned Subcontractor/Supplier for the labor, equipment and materials furnished through: 12/31/17 for which payment is being made under the provisions of this document have been fully paid, satisfied and discharged.

Signed in the State of fla County of leon this 12 day of January, 2018.

WITNESSES:

SUB/SUPPLIER: Kelly Brothers Sheet Metal, Inc.

BY: [Signature] President  
(Signature) (Title)  
Brendon R Kelly  
(Print Name)

Sworn and subscribed before me this 12 day of January, 2018.  
 \_\_\_\_\_ personally appeared and was ☒ known by me / ☐ produced identification  
(Print Above Signator's Name) (Check one box only)  
 (type of identification: \_\_\_\_\_).

[Signature]  
(Signature of Notary Public)  
 My Commission Expires:

**3RD PARTY**  
**WAIVER AND RELEASE OF LIEN/WAIVER OF RIGHT TO CLAIM AGAINST PAYMENT BOND**  
**UPON PROGRESS PAYMENT Un-Conditional**

S-CK#

LIENOR'S NAME: Nelson & Company, L.C.

ADDR: 3914 Beach Blvd

CITY: Jacksonville, FL 32207

PROJECT NAME: Tapestry Tallahassee Walden

PROJECT LOCATION: 3080 Walden Road

PROJECT NUMBER:

The undersigned lienor, in consideration of the sum \$ 36,212.00, hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished thru 12/31/2017 to KELLY BROTHERS SHEET METAL, INC on the job of the Tapestry Tallahassee Walden for improvements to the following described project:

**Tapestry Tallahassee Walden**  
**3080 Walden Road**  
**Tallahassee, FL 32317**

As recorded in the public records of Leon County, Florida on 07/11/2017

More particularly described in Instrument # 20170045227

This waiver and release does not cover retention for labor, services, or materials furnished after the date specified.

DATED on January 12, 2018.

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

Nelson's Company, LLC  
LIENOR

BY: Nicole Howlett  
(AUTHORIZED SIGNATURE)

NAME & TITLE: Nicole Howlett office Coordinator  
(LEGIBLY PRINTED)

STATE OF: Florida

COUNTY OF: Duval

The foregoing instrument was acknowledged before me this 12 day of JANUARY, 2018 by Nicole Howlett, who is personally known to me or who has produced as identification.

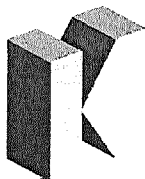
Luis A. Norero (Notary's signature)

Luis A. Norero (Notary's typed, printed or stamped name)

NOTARY PUBLIC, STATE OF Florida



Luis A. Norero  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# FF241942  
Expires 7/1/2019



RBK 3, LLC  
 dba Roger B. Kennedy Construction  
 General Contractors - Construction Managers  
 1105 Kensington Park Drive  
 Altamonte Springs, FL 32714  
 (407) 478-4500 Fax: (407) 478-4505

Job# 51703

### Partial Release of Contractor, Surety and Lien

The undersigned Subcontractor / Supplier, for and in consideration of the sum of \$10.00 paid by or on behalf of RBK 3, LLC dba Roger B. Kennedy Construction (Contractor), receipt of which is hereby acknowledged, hereby forever release, acquit and discharge Western Surety Company, and any other sureties providing payment bonds on the Project (hereinafter collectively referred to as "sureties"), the Contractor and:

#### Tapestry Tallahassee Walden, LLC

the Project Owner, from any and all claims, demands, liabilities, obligations, and actions of any nature whatsoever, which in any manner relate to or arise from the Project, known as:

**Tapestry Senior Living of Tallahassee - Walden**  
**3080 Walden Road**  
**Tallahassee, FL 32317**

As recorded in the public records of Leon County, Florida  
 OR BOOK: 5084 PAGE: 1926, Page 1 of 15

\* **Furnished Through Date:** 12/31/2017  
 \* **Furnished To:** RBK 3, LLC dba Roger B. Kennedy Construction

Including but not limited to claims based on contract, tort or equitable claims. Subcontractor/Supplier further certifies to Sureties, Contractor and Owner that all labor, equipment and/or materials used by the undersigned in the prosecution of said improvements have been fully paid for.

The undersigned further states that all Workmen's Compensation, other insurance premiums, and payroll taxes which have accrued in connection with this Project, have been fully paid, satisfied and discharged.

#### REPRESENTATIONS AND WARRANTIES

The undersigned Subcontractor / Supplier as an inducement for payment hereunder, with full knowledge that full reliance will be placed upon the following representations and warranties by RBK 3, LLC dba Roger B. Kennedy Construction in making payments hereunder, does hereby represent, warrant and attest that all bills, debts, and obligations incurred owed by the undersigned Subcontractor/Supplier for the labor, equipment and materials furnished through: 12/31/17 for which payment is being made under the provisions of this document have been fully paid, satisfied and discharged.

Signed in the State of Florida County of Leon this 29<sup>th</sup> day of January, 2018.

WITNESSES:

SUB/SUPPLIER: Perden Roofing, LLC

BY:

(Signature)

(Print Name)

Owner/contractor  
 (Title)

Sworn and subscribed before me this 29<sup>th</sup> day of January, 2018.

Kyle Perchalski personally appeared and was ☐ known by me / ☒ produced identification  
 (Print Above Signator's Name) (Check one box only)

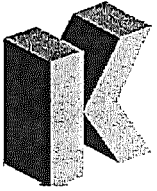
(type of identification: Divers License)

(Signature of Notary Public)

My Commission Expires: 08/09/2020



CHELSEA HATTON  
 MY COMMISSION # GG 019617  
 EXPIRES: August 9, 2020  
 Bonded Thru Budget Notary Services



**RBK 3, LLC**  
**dba Roger B. Kennedy Construction**  
**General Contractors - Construction Managers**  
 1105 Kensington Park Drive  
 Altamonte Springs, FL 32714  
 (407) 478-4500 Fax: (407) 478-4505

Job# 51703

**RECEIVED**

**JAN 12 2018**

**RBK**

**Partial Release of Contractor, Surety and Lien**

The undersigned Subcontractor / Supplier, for and in consideration of the sum of \$10.00 paid by or on behalf of RBK 3, LLC dba Roger B. Kennedy Construction(Contractor), receipt of which is hereby acknowledged, hereby forever release, acquit and discharge Western Surety Company, and any other sureties providing payment bonds on the Project (hereinafter collectively referred to as "sureties"), the Contractor and:

**Tapestry Tallahassee Walden, LLC**

the Project Owner, from any and all claims, demands, liabilities, obligations, and actions of any nature whatsoever, which in any manner relate to or arise from the Project, known as:

**Tapestry Senior Living of Tallahassee - Walden**  
**3080 Walden Road**  
**Tallahassee, FL 32317**

**As recorded in the public records of Leon County, Florida**  
**OR BOOK: 5084 PAGE: 1926, Page 1 of 15**

\* **Furnished Through Date:** 12/31/2017  
 \* **Furnished To:** RBK 3, LLC dba Roger B. Kennedy Construction

Including but not limited to claims based on contract, tort or equitable claims. Subcontractor/Supplier further certifies to Sureties, Contractor and Owner that all labor, equipment and/or materials used by the undersigned in the prosecution of said improvements have been fully paid for.

The undersigned further states that all Workmen's Compensation, other insurance premiums, and payroll taxes which have accrued in connection with this Project, have been fully paid, satisfied and discharged.

**REPRESENTATIONS AND WARRANTIES**

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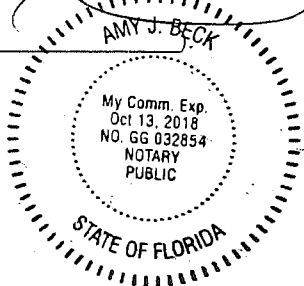
Signed in the State of FL County of Leon this 11th day of January, 2017.

WITNESSES:

**SUB/SUPPLIER:** Sovran Building Systems, Inc.

BY: [Signature] VP. Admin  
 (Signature) (Title)  
Katie Waller  
 (Print Name)

Sworn and subscribed before me this 11th day of January, 2018.  
Katie Waller personally appeared and was ☒ known by me / ☐ produced identification  
 (Print Above Signator's Name) (Check one box only)  
 (type of identification: AMY J. BECK)



[Signature]  
 (Signature of Notary Public)  
 My Commission Expires: Oct 13, 2018



RBK 3, LLC  
 dba Roger B. Kennedy Construction  
 General Contractors - Construction Managers  
 1105 Kensington Park Drive  
 Altamonte Springs, FL 32714  
 (407) 478-4500 Fax: (407) 478-4505

Job# 51703

### Partial Release of Contractor, Surety and Lien

The undersigned Subcontractor / Supplier, for and in consideration of the sum of \$10.00 paid by or on behalf of RBK 3, LLC dba Roger B. Kennedy Construction (Contractor), receipt of which is hereby acknowledged, hereby forever release, acquit and discharge Western Surety Company, and any other sureties providing payment bonds on the Project (hereinafter collectively referred to as "sureties"), the Contractor and:

#### Tapestry Tallahassee Walden, LLC

the Project Owner, from any and all claims, demands, liabilities, obligations, and actions of any nature whatsoever, which in any manner relate to or arise from the Project, known as:

**Tapestry Senior Living of Tallahassee - Walden**  
**3080 Walden Road**  
**Tallahassee, FL 32317**

As recorded in the public records of Leon County, Florida  
 OR BOOK: 5084 PAGE: 1926, Page 1 of 15

\* **Furnished Through Date:** 12/31/2017  
 \* **Furnished To:** RBK 3, LLC dba Roger B. Kennedy Construction

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Signed in the State of Texas County of Harris this 11th day of Jan, 2018.

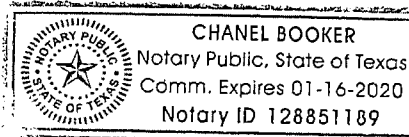
WITNESSES:

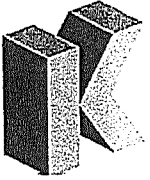
SUB/SUPPLIER: Trussway Manufacturing, LLC

BY: Linda Gregurek Linda Gregurek  
 (Signature) (Print Name)  
Credit Manager

Sworn and subscribed before me this 11th day of Jan, 2018.  
Linda Gregurek personally appeared and was ☒ known by me / ☐ produced identification  
 (Print Above Signer's Name) (Check one box only)  
 (type of identification: \_\_\_\_\_).

Chanel Booker  
 (Signature of Notary Public)  
 My Commission Expires:





RBK 3, LLC  
 dba Roger B. Kennedy Construction  
 General Contractors - Construction Managers  
 1105 Kensington Park Drive  
 Altamonte Springs, FL 32714  
 (407) 478-4500 Fax: (407) 478-4505

Job# 51703

### Partial Release of Contractor, Surety and Lien

The undersigned Subcontractor / Supplier, for and in consideration of the sum of \$10.00 paid by or on behalf of RBK 3, LLC dba Roger B. Kennedy Construction (Contractor), receipt of which is hereby acknowledged, hereby forever release, acquit and discharge Western Surety Company, and any other sureties providing payment bonds on the Project (hereinafter collectively referred to as "sureties"), the Contractor and:

#### Tapestry Tallahassee Walden, LLC

the Project Owner, from any and all claims, demands, liabilities, obligations, and actions of any nature whatsoever, which in any manner relate to or arise from the Project, known as:

Tapestry Senior Living of Tallahassee - Walden  
 3080 Walden Road  
 Tallahassee, FL 32317

As recorded in the public records of Leon County, Florida  
 OR BOOK: 5084 PAGE: 1926, Page 1 of 15

\* **Furnished Through Date:** 12/31/2017  
 \* **Furnished To:** RBK 3, LLC dba Roger B. Kennedy Construction

Including but not limited to claims based on contract, tort or equitable claims. Subcontractor/Supplier further certifies to Sureties, Contractor and Owner that all labor, equipment and/or materials used by the undersigned in the prosecution of said improvements have been fully paid for.

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#### REPRESENTATIONS AND WARRANTIES

The undersigned Subcontractor / Supplier as an inducement for payment hereunder, with full knowledge that full reliance will be placed upon the following representations and warranties by RBK 3, LLC dba Roger B. Kennedy Construction in making payments hereunder, does hereby represent, warrant and attest that all bills, debts, and obligations incurred owed by the undersigned Subcontractor/Supplier for the labor, equipment and materials furnished through: 12/31/17 for which payment is being made under the provisions of this document have been fully paid, satisfied and discharged.

Signed in the State of Florida County of January this 11th day of January, 20 18.

WITNESSES:

Taman Jan  
 \_\_\_\_\_

SUB/SUPPLIER: Wayne Automatic Fire Sprinklers, Inc.

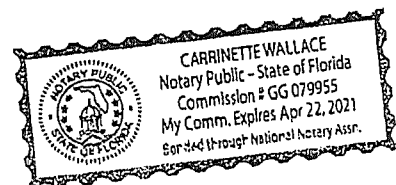
BY: Misty Breny / Lead Collector  
 (Signature) (Title)  
Misty Breny  
 (Print Name)

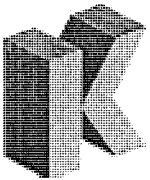
Sworn and subscribed before me this 11th day of January, 20 18.  
Misty Breny personally appeared and was ☒ known by me / ☐ produced identification  
 (Print Above Signator's Name) (Check one box only)  
 (type of identification: \_\_\_\_\_).

(Signature of Notary Public)

My Commission Expires:

4/22/21





RBK 3, LLC  
 dba Roger B. Kennedy Construction  
 General Contractors - Construction Managers  
 1105 Kensington Park Drive  
 Altamonte Springs, FL 32714  
 (407) 478-4500 Fax: (407) 478-4505

Job# 51703

### Partial Release of Contractor, Surety and Lien

The undersigned Subcontractor / Supplier, for and in consideration of the sum of \$10.00 paid by or on behalf of RBK 3, LLC dba Roger B. Kennedy Construction (Contractor), receipt of which is hereby acknowledged, hereby forever release, acquit and discharge Western Surety Company, and any other sureties providing payment bonds on the Project (hereinafter collectively referred to as "sureties"), the Contractor and:

#### Tapestry Tallahassee Walden, LLC

the Project Owner, from any and all claims, demands, liabilities, obligations, and actions of any nature whatsoever, which in any manner relate to or arise from the Project, known as:

**Tapestry Senior Living of Tallahassee - Walden**  
 3080 Walden Road  
 Tallahassee, FL 32317

As recorded in the public records of Leon County, Florida  
 OR BOOK: 5084 PAGE: 1926, Page 1 of 15

\* **Furnished Through Date:** 12/31/2017  
 \* **Furnished To:** RBK 3, LLC dba Roger B. Kennedy Construction

Including but not limited to claims based on contract, tort or equitable claims. Subcontractor/Supplier further certifies to Sureties, Contractor and Owner that all labor, equipment and/or materials used by the undersigned in the prosecution of said improvements have been fully paid for.

The undersigned further states that all Workmen's Compensation, other insurance premiums, and payroll taxes which have accrued in connection with this Project, have been fully paid, satisfied and discharged.

#### REPRESENTATIONS AND WARRANTIES

The undersigned Subcontractor / Supplier as an inducement for payment hereunder, with full knowledge that full reliance will be placed upon the following representations and warranties by RBK 3, LLC dba Roger B. Kennedy Construction in making payments hereunder, does hereby represent, warrant and attest that all bills, debts, and obligations incurred owed by the undersigned Subcontractor/Supplier for the labor, equipment and materials furnished through: 12/31/17 for which payment is being made under the provisions of this document have been fully paid, satisfied and discharged.

Signed in the State of FL County of Leon this 12th day of January, 20 18

WITNESSES:

[Signature]  
[Signature]

SUB/SUPPLIER: Weston Trawick, Inc.

BY: [Signature] [Signature]  
 (Signature) (Title)  
Jim S. Reyer  
 (Print Name)

Sworn and subscribed before me this 12th day of January, 20 18.  
Jim S. Reyer personally appeared and was ☒ known by me / ☐ produced identification  
 (Print Above Signator's Name) (Check one box only)  
 (type of identification: \_\_\_\_\_).

[Signature]  
 (Signature of Notary Public)  
 My Commission Expires: \_\_\_\_\_



RBK 3, LLC dba Roger B. Kennedy Construction  
1105 Kensington Park Drive  
Altamonte Springs, FL 32714

**STATUTORY WAIVER AND RELEASE OF  
LIEN UPON PROGRESS PAYMENT  
(Section 713.20(5) Florida Statutes)**

The undersigned lienor, in consideration of the sum of \$ 10.00, hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished through 12/31/2017 to Weston Trawick, Inc (Customer) on the job of Tapestry Tallahassee Walden, LLC (Owner), to the following described property:

**Tapestry Tallahassee Walden  
3080 Walden Road  
Tallahassee, FL 32317**

As recorded in the public records of Leon County, Florida on 07/11/2017  
More particularly described in Instrument # 20170045227

This waiver and release does not cover any retention or labor, services or materials furnished after the date specified.

DATED on January 12, 2018

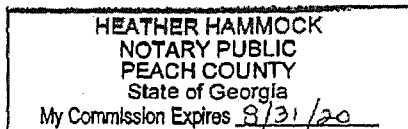
Lowz Electric Supply Co (Supplier)  
By [Signature] (Signature)  
James McKinnon / CEO  
(Print Name) (Title)

Signed in the State of Georgia County of Bibb

Sworn and subscribed before me this 12<sup>th</sup> day of January, 2018.

James McKinnon personally appeared known to me or produced \_\_\_\_\_  
(Print Name)

as identification.



[Signature]  
(Signature of Notary Public)

My Commission Expires: 8/31/20

Note: This is a statutory form prescribed by Section 713.20, Florida Statutes.  
A person may not require a lienor to furnish a waiver or release of lien  
that is different from the statutory form.



# WAIVER AND RELEASE OF LIEN UPON PROGRESS PAYMENT

(Section 713.20(4) Florida Statutes)

20303596

This instrument Prepared by: JAMES PELOW

TAW POWER SYSTEMS INC

ATTN: HOWARD MILLS

P O BOX 3381

TAMPA FL 33601

The undersigned lienor, in consideration of the progress payment in the amount of \$10.00 hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished through 12/31/17 to WESTON TRAWICK INC (customer) on the job of TAPESTRY TALLAHASSEE WALDEN LLC (owner of the property), to the following described property:

CONVERSION OF AN EXISTING FACILITY TO A 51,891 SF, 89 UNIT ASSISTED LIVING AND MEMORY CARE CENTER, 3080 WALDEN ROAD, TALLAHASSEE, LEON COUNTY, FLORIDA 32317.

This waiver and release does not cover any retention or labor, services or materials furnished after the date specified.

DATED on JANUARY 15, 2018

TAW POWER SYSTEMS INC

ATTN: HOWARD MILLS

P O BOX 3381

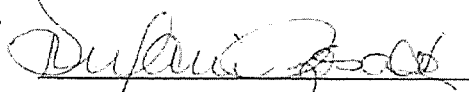
TAMPA FL 33601

By: 

JAMES PELOW

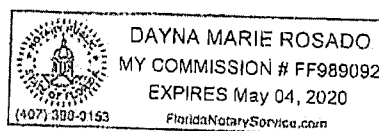
ASSISTANT CREDIT MANAGER

Before me, personally appeared, JAMES PELOW, the ASSISTANT CREDIT MANAGER of TAW POWER SYSTEMS INC, who is personally known to me, and who did take an oath, and acknowledged to and before me that he executed this instrument for the purposes therein expressed on behalf of said entity, this 15th day of JANUARY, 2018.



Notary Public, State of Florida

My Commission Expires:



# EXHIBIT C

## **EXHIBIT C**

### **OFF-SITE STORED MATERIAL REQUIREMENTS**

- Photographed and attested to by an approved inspector
- Easy to locate, labeled for the project, and tagged to match up to invoices
- Segregated from materials of other ownership; protected from theft and weather as necessary
- Bill of Sale to the Borrower and Invoices complete with each item listed and priced
- Borrower and/or Lender named on the certificate of property insurance as additional insured for material in storage and transit
- Partial and/or conditional waiver of lien for full value or conditional lien waivers are sent directly to the title company when required
- Stored in a bonded warehouse, or provide Uniform Commercial Code (UCC-1) Form for materials or products stored by the manufacturer or a vendor on their property. Exceptions may be granted with prior approval for those materials covered by a payment and performance bond, stored in a warehouse that is not bonded, or can be replaced without significant impact to the schedule.

# EXHIBIT D

PCO Number	Date Initiated	Generated By / Reference	Description	OCO #	Anticipated / Approx. Value	Actual Value		Comments
						Owner Change	Contractor Contingency Adjustment	
1	7/10/2017		P&P bond premium for addendum				\$ 1,375	
2	7/24/2017		Water damaged sub floor repairs				\$ 2,155	
3	8/2/2017		Gypcrete underlayment repair / replacement	1		\$ 13,127		
4	8/2/2017		Ceiling insulation replacement				\$ 5,000	
5	8/2/2017	RFI 16	Termite damage repair / treatment				\$ 3,132	
	8/2/2017		Additional Won Door controls				\$ 786	
6	8/2/2017	RFI 6	Existing entry door paint adhesion issue	1		\$ 19,221		
7	8/10/2017		Additional wall / ceiling demo	3		\$ 12,704		Includes addtl gypcrete removal
8	8/10/2017		Existing STC Rating at walls				\$ 25,176	
9			Existing floor / ceiling assemblies	1		\$ 41,421		
10		RFI 5	Relocate Light Pole in West Addition footprint				\$ 1,945	
11	7/17/2017		Ground Penetrating Radar for slab cuts				\$ 800	
12	8/15/2017		Shower enclosure notation error				\$ 18,600	
13		RFI 28	Plumbing design issue	2		\$ 149,190		Designers on site 8/21, 8/22
14		RFI 13	Nurse station countertop conflict				\$ 1,500	
15	8/21/2017		Proposal Request No. 1, Rev. 5 discrepancies	2		\$ 48,128		Includes PR 002
16			Wood Rot / Termite / Framing Mods Thru 12/31/17				\$ 16,116	This description revised 1/15/18
17			Exterior wall water damage east side	3		\$ 14,915		
18	8/22/2017	RFI 26	Modify 800A feeder from AL to CU	1		\$ 18,569		
19	8/28/2017	RFI 25	Additional Steel Post & Beam at Town Hall Bar	1		\$ 4,113		
20	9/1/2017		Test Existing STC Rating at Walls	1		\$ 4,343		
21	9/15/2017	RFI 42	Rework West elevator foundation - Moisture content	2		\$ 5,015	\$ 5,016	As agreed in Sept OAC mtg
22	9/18/2017	RFI 19	Provide ARC Fault Breakers	2		\$ 29,575		Approved via email
23	9/29/2017	RFI 33	Re-pipe Unit Plumbing Feeds on 2nd & 3rd Floor	2		\$ 5,943		
			Temporary Generator for transformer relocation				\$ 5,547	
			<del>Proposal Request No. 2</del>					<del>Costs to date included in RCO #15</del>
24			Additional Concrete Pour Backs	3		\$ 6,274		
25			Additional Framing Hardware					See #16 above
26			Civil Changes per RFI's 38 & 40	2		\$ 11,591		
			Organized Living shelving ilo Closet Maid				\$ 2,000	
			Pull-out Trash Cab's & 16" deep bath linen closet				\$ 3,924	
28			Laundry Room Plumbing Rework	3		\$ 9,675		
			PR No. 3 Changes					see detailed listing below
			PR No. 4 Changes					see detailed listing below
			PR No. 5 Changes					see detailed listing below
29			Town Hall Bar & Tops	3		\$ 18,171		
31	12/6/2017		Unit Millwork Upgrades - crown only		\$ -			\$38,864 not accepted; do not proceed
30			PR No. 1 and 2 Framing Changes / Credits	3		\$ 3,766		
			Raceways for security system not shown				\$ 2,471	



Amount is only  
through CO #2

	Discipline	Assisted Living Building	FF&E	Operating Capital & Pre-Opening Expenses	Initial Budget Estimate	Previous Draws	Current Draw	Initial Budget to Complete	Additional Costs (Deducts)	Anticipated Costs to Complete	Overall Budget
x	<b>0000 - Construction</b>				<b>7,853,610</b>	<b>3,838,261</b>	<b>1,067,805</b>	<b>2,947,544</b>	<b>345,654</b>	<b>0</b>	<b>8,199,264</b>
A	0100 General Construction	7,775,000			7,775,000	3,812,041	1,064,390	2,898,569	350,236	0	8,125,236
A	0200 Utilities During Construction	56,610			56,610	8,446	3,414	44,750	0	0	56,610
	0300 Building Permit	22,000			22,000	17,774	0	4,226	(4,582)	0	17,418
	0400 Owner Supplied Materials	0			0	0	0	0	0	0	0
x	<b>2000 - Architecture &amp; Engineering</b>	<b>3,524,760</b>			<b>3,524,760</b>	<b>2,499,034</b>	<b>41,479</b>	<b>984,247</b>	<b>(4,619)</b>	<b>0</b>	<b>3,520,141</b>
x	<b>2100 - Master Plan</b>	<b>22,550</b>			<b>22,550</b>	<b>4,550</b>	<b>0</b>	<b>18,000</b>	<b>(13,000)</b>	<b>0</b>	<b>9,550</b>
B	2101 Survey	20,000			20,000	0	0	20,000	(15,000)	0	5,000
B	2106 Traffic Study	0			0	0	0	0	0	0	0
B	2102 Building Condition Surveys	2,550			2,550	4,550	0	(2,000)	2,000	0	4,550
x	<b>2200 - Architecture &amp; Engineering</b>	<b>1,292,605</b>			<b>1,292,605</b>	<b>1,236,065</b>	<b>25,587</b>	<b>30,953</b>	<b>3,225</b>	<b>0</b>	<b>1,295,830</b>
B	2201 Architect	1,227,605			1,227,605	1,195,201	12,276	20,128	0	0	1,227,605
B	2202 Architect Extra Services	0			0	0	0	0	0	0	0
B	2203 Architect Reimbursables	35,000			35,000	7,639	13,311	14,050	0	0	35,000
B	2204 Civil Engineer	30,000			30,000	33,225	0	(3,225)	3,225	0	33,225
x	<b>2300 - Field Observation</b>	<b>0</b>			<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
x	2301 Architectural Field	0			0	0	0	0	0	0	0
A	2302 Special Inspections Consultant	0			0	0	0	0	0	0	0
x	<b>2400 - Specialist Consultants</b>	<b>3,500</b>			<b>3,500</b>	<b>2,650</b>	<b>0</b>	<b>850</b>	<b>(850)</b>	<b>0</b>	<b>2,650</b>
B	2401 Environmental Consultant	3,500			3,500	2,650	0	850	(850)	0	2,650
B	2402 Special Design Consultant	0			0	0	0	0	0	0	0
B	2403 Landscape Architect	0			0	0	0	0	0	0	0
B	2404 System (Data) Consultant	0			0	0	0	0	0	0	0
x	<b>2500 - Owner's Consultants</b>	<b>2,206,105</b>			<b>2,206,105</b>	<b>1,255,769</b>	<b>15,892</b>	<b>934,444</b>	<b>6,006</b>	<b>0</b>	<b>2,212,111</b>
E	2501 Construction Audit	0			0	0	0	0	0	0	0
E	2502 Construction Monitor	28,500			28,500	20,724	3,151	4,625	0	0	28,500
B	2503 Other - MEP Advisors	20,000			20,000	24,256	0	(4,256)	4,256	0	24,256
B	2504 Geotechnical Engineer Consultant	3,800			3,800	4,653	0	(853)	853	0	4,653
J	2505 Development Fee	1,266,905			1,266,905	422,302	0	844,603	0	0	1,266,905
C	2506 Development Consulting Fee	479,400			479,400	479,500	0	(100)	100	0	479,500
C	2507 Development Consulting - Reimbursables	0			0	0	0	0	0	0	0
C	2508 Project Management Fee	300,000			300,000	260,000	10,000	30,000	0	0	300,000
C	2509 Project Management - Reimbursables	30,000			30,000	9,657	0	20,343	0	0	30,000
C	2510 Owner Expenses - Pre-Con	12,500			12,500	13,297	0	(797)	797	0	13,297
C	2511 Owner Expenses - Construction Period	10,000			10,000	1,520	1,061	7,420	0	0	10,000
A	2512 On-Site Project Representative	40,000			40,000	17,850	1,680	20,470	0	0	40,000
A	2513 On-Site Project Representative Expenses	15,000			15,000	2,010	0	12,990	0	0	15,000
x	<b>4000 - Systems &amp; Equipment</b>	<b>0</b>			<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
x	<b>4100 - Telephone System</b>	<b>0</b>			<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
F	4101 Telephones and CATV	0			0	0	0	0	0	0	0
F	<b>4200 - Audio Visual System</b>	<b>0</b>			<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
x	4201 Televisions	0			0	0	0	0	0	0	0
x	4202 A/V Equipment	0			0	0	0	0	0	0	0
F	<b>4300 - Other Hardware and Software Systems</b>	<b>0</b>			<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
x	4301 Computers and Printers	0			0	0	0	0	0	0	0
x	4302 Software	0			0	0	0	0	0	0	0
F	<b>4400 - Security &amp; Surveillance Systems</b>	<b>0</b>			<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
x	4401 Security / Surveillance Equipment	0			0	0	0	0	0	0	0
x	4402 Resident Monitoring Systems	0			0	0	0	0	0	0	0
F	<b>4500 - Transportation System</b>	<b>0</b>			<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
x	4501 Bus & Vans	0			0	0	0	0	0	0	0

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F		<b>4600 - Food &amp; Beverage</b>			0		0	0	0	0	0	0	0	0	0	0	0
x		4601 Kitchen Equipment			0		0	0	0	0	0	0	0	0	0	0	0
x		4602 Smallwares			0		0	0	0	0	0	0	0	0	0	0	0
x		4603 China and Silverware			0		0	0	0	0	0	0	0	0	0	0	0
F		<b>4700 - Miscellaneous Equipment</b>			0		0	0	0	0	0	0	0	0	0	0	0
x		4701 Exercise Equipment			0		0	0	0	0	0	0	0	0	0	0	0
x		4702 Housekeeping Equipment			0		0	0	0	0	0	0	0	0	0	0	0
x		4703 Medical Equipment & Supplies			0		0	0	0	0	0	0	0	0	0	0	0
F		<b>4800 - Office Equipment</b>			0		0	0	0	0	0	0	0	0	0	0	0
x		4801 Copiers			0		0	0	0	0	0	0	0	0	0	0	0
x		4802 Facsimiles			0		0	0	0	0	0	0	0	0	0	0	0
		<b>5000 - Project Overhead</b>			<b>6,077,512</b>		<b>6,107,512</b>	<b>1,476,486</b>	<b>270</b>	<b>4,630,756</b>	<b>10,210</b>	<b>0</b>	<b>6,096,410</b>				
A		<b>5200 - Insurance</b>			<b>62,500</b>		<b>62,500</b>	<b>61,376</b>	<b>0</b>	<b>1,124</b>	<b>(1,124)</b>	<b>0</b>	<b>61,376</b>				
A		5201 General Liability			9,000		9,000	6,684	0	2,316	(2,316)	0	6,684				
x		5202 Builders Risk			53,500		53,500	54,692	0	(1,192)	1,192	0	54,692				
G		<b>5300 - Capitalized Interest</b>			<b>4,550,855</b>		<b>4,550,855</b>	<b>0</b>	<b>0</b>	<b>4,550,855</b>	<b>0</b>	<b>0</b>	<b>4,550,855</b>				
G		5301 CIP Construction			1,528,417		1,528,417	0	0	1,528,417	0	0	1,528,417				
G		5302 Debt Service Reserve Fund			2,105,388		2,105,388	0	0	2,105,388	0	0	2,105,388				
x		5304 CIP Operations			917,050		917,050	0	0	917,050	0	0	917,050				
C		<b>5400 - Real Estate Taxes</b>			<b>30,750</b>		<b>30,750</b>	<b>21,312</b>	<b>0</b>	<b>9,438</b>	<b>(9,438)</b>	<b>0</b>	<b>0</b>				
x		5401 Real Estate Taxes During Construction			30,750		30,750	21,312	0	9,438	(9,438)	0	0				
E		<b>5500 - Finance</b>			<b>982,693</b>		<b>982,693</b>	<b>943,937</b>	<b>0</b>	<b>38,756</b>	<b>20,044</b>	<b>0</b>	<b>1,002,737</b>				
K		5501 Market Study			12,500		12,500	13,450	0	(950)	950	0	13,450				
E		5502 Site Identification			0		0	0	0	0	0	0	0				
E		5502 Underwriter's Fee			650,000		650,000	650,000	0	0	0	0	650,000				
E		5503 Discount			0		0	0	0	0	0	0	0				
E		5504 Trustee Fees			12,500		12,500	13,131	0	(631)	631	0	13,131				
E		5505 Issuer Fee - 1st Year			20,352		20,352	3,467	0	16,885	0	0	20,352				
E		5506 Financial Forecast - Feasibility Study			55,000		55,000	55,000	0	0	0	0	55,000				
E		5507 Financial Advisor			10,000		10,000	10,000	0	0	0	0	10,000				
E		5508 Appraisal			6,800		6,800	13,800	0	(7,000)	200	0	7,000				
E		5509 Accounting			45,000		45,000	0	0	45,000	0	0	45,000				
E		5510 Income Compliance Agent			2,500		2,500	2,500	0	0	0	0	2,500				
E		5511 Printer Fees			4,500		4,500	785	0	3,715	0	0	4,500				
E		5512 Local Lobby Assistance			36,000		36,000	36,000	0	0	0	0	36,000				
E		5513 Issuer Application Fee			4,500		4,500	4,500	0	0	0	0	4,500				
E		5514 Issuer Origination Fee			86,000		86,000	86,000	0	0	0	0	86,000				
E		5515 Issuer Advisor Fee			23,559		23,559	29,980	0	(6,421)	6,421	0	29,980				
E		5516 Additional Proceeds to COI			2,482		2,482	0	0	2,482	(2,482)	0	0				
E		5517 DAC Registration and Other Expenses			8,500		8,500	17,000	0	(8,500)	8,500	0	17,000				
E		5518 CTA Annual Fee - Year 2 Capitalized			0		0	0	0	0	0	0	0				
E		5519 CTA Expenses			2,500		2,500	8,324	0	(5,824)	5,824	0	8,324				
x		5520			0		0	0	0	0	0	0	0				
C		<b>5600 - Licenses and Fees</b>			<b>5,000</b>	<b>30,000</b>	<b>35,000</b>	<b>3,419</b>	<b>270</b>	<b>31,311</b>	<b>0</b>	<b>0</b>	<b>35,000</b>				
H		5601 LLC Costs			5,000		5,000	3,419	270	1,311	0	0	5,000				
H		5653 Tax & License - County			0	0	0	0	0	0	0	0	0				
H		5654 AL & MC Licensing - State			10,000	10,000	10,000	0	0	10,000	0	0	10,000				
x		5660 Other Licenses/Fees			20,000	20,000	20,000	0	0	20,000	0	0	20,000				
E		<b>5700 - Legal &amp; Accounting</b>			<b>445,714</b>		<b>445,714</b>	<b>446,442</b>	<b>0</b>	<b>(728)</b>	<b>728</b>	<b>0</b>	<b>446,442</b>				
E		5701 Attorneys' Fees - Underwriter			100,000		100,000	100,000	0	0	0	0	100,000				
E		5702 Attorneys' Fees - Trustee			13,000		13,000	13,000	0	0	0	0	13,000				
E		5703 Attorneys' Fees - Issuer			14,900		14,900	14,900	0	0	0	0	14,900				
E		5704 Attorneys' Fees - Owner - LLC			50,000		50,000	50,000	0	0	0	0	50,000				
E		5705 Attorneys' Fees - Owner - Bond and Real Estate Counsel			100,000		100,000	100,000	0	0	0	0	100,000				
E		5706 Attorney's Fees - Bond Counsel			88,051		88,051	88,051	0	(0)	0	0	88,051				



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E		5707	Attorneys' Fees	0		0	0	0	0	0	0	0	0
E		5708	Attorney's Fees - Equity Partner			0	0	0	0	0	0	0	0
E		5709	Title & Recording Fees	79,763		79,763	70,491	0	9,272	(9,272)	0	70,491	0
E		5710				0	0	0	0	0	0	0	0
E		5711	Attorney - Equity Offering	0		0	10,000	0	(10,000)	10,000	0	10,000	0
		5712		0		0	0	0	0	0	0	0	0
		5713		0		0	0	0	0	0	0	0	0
x		<b>6000 - Preopening</b>				<b>3,470,000</b>	<b>3,470,000</b>	<b>284,613</b>	<b>340,871</b>	<b>2,844,516</b>	<b>0</b>	<b>0</b>	<b>3,470,000</b>
x		<b>6600 - Other Pre-opening Costs</b>				<b>3,470,000</b>	<b>3,470,000</b>	<b>284,613</b>	<b>340,871</b>	<b>2,844,516</b>	<b>0</b>	<b>0</b>	<b>3,470,000</b>
G		6601	Working Capital			3,470,000	3,470,000	284,613	340,871	2,844,516	0	0	3,470,000
x		<b>7000 - Land</b>		<b>5,489,118</b>		<b>5,460,000</b>	<b>5,460,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>5,460,000</b>	<b>0</b>
x		<b>7100 - Land Acquisition</b>		<b>5,489,118</b>		<b>5,460,000</b>	<b>5,460,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>5,460,000</b>	<b>0</b>
D		7101	Site Acquisition	5,250,000		5,250,000	5,250,000	0	0	0	0	5,250,000	0
D		7102	Seller's Broker Fee	0		0	0	0	0	0	0	0	0
D		7103	Buyer's Broker Fee	210,000		210,000	210,000	0	0	0	0	210,000	0
D		7104	Building Carry Costs	0		0	0	0	0	0	0	0	0
D		7105	Non-Applicable Land Control Costs	0		0	0	0	0	0	0	0	0
D		7106	Entitlements and Zoning - City	29,118		29,118	14,719	0	14,399	(14,399)	0	14,719	0
x		<b>8000 - Furniture, Fixtures &amp; Equipment - Interiors</b>			<b>1,330,000</b>	<b>1,330,000</b>	<b>507,264</b>	<b>261,345</b>	<b>561,391</b>	<b>0</b>	<b>0</b>	<b>1,330,000</b>	<b>0</b>
x		<b>8200 - Public Space Furniture, Fixtures &amp; Equipment</b>			<b>1,330,000</b>	<b>1,330,000</b>	<b>507,264</b>	<b>261,345</b>	<b>561,391</b>	<b>0</b>	<b>0</b>	<b>1,330,000</b>	<b>0</b>
F		8201	Furnishings and Accessories		1,330,000	1,330,000	507,264	261,345	561,391	0	0	1,330,000	0
x		<b>8400 - Back-of-House Furniture, Fixtures &amp; Equipment</b>			<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
F		8401	Office Furniture and Accessories		0	0	0	0	0	0	0	0	0
F		<b>8800 - Exterior Signage</b>			<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
x		8801	Entry Structure		0	0	0	0	0	0	0	0	0
x		8802	Building Identification		0	0	0	0	0	0	0	0	0
F		<b>8850 - Interior Signage</b>			<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
x		8851	Room Numbers/Names		0	0	0	0	0	0	0	0	0
x		8852	Directionals		0	0	0	0	0	0	0	0	0
x		<b>9000 - Contingency</b>		<b>575,000</b>		<b>575,000</b>	<b>0</b>	<b>0</b>	<b>575,000</b>	<b>(336,846)</b>	<b>0</b>	<b>238,154</b>	<b>0</b>
x		9101	Contingency	575,000		575,000	0	0	575,000	(336,846)	0	238,154	0
x		9102	Adjustment	0		0	0	0	0	0	0	0	0
A		<b>9500 - Off-site Infrastructure Costs</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
		9511	Off-site Infrastructure Cost		0	0	0	0	0	0	0	0	0
		<b>Budget Total</b>		<b>23,520,000</b>	<b>1,330,000</b>	<b>3,500,000</b>	<b>28,350,000</b>	<b>14,080,377</b>	<b>1,711,769</b>	<b>12,557,854</b>	<b>0</b>	<b>0</b>	<b>28,328,688</b>

Difference between this and the actual CO #2 amount equals soft cost usage or budget reallocation. In this case, \$13,390 in budget reallocations into contingency have occurred.

PLY

# EXHIBIT E

## Project Directory

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### Tapestry Tallahassee Walden zumBrunnen Project #2016-121

#### Lender:

**U.S. Bank Global Corporate Trust Services**  
Hearst Tower  
214 N. Tryon Street; 27<sup>th</sup> Floor  
Charlotte, NC 28202

Kevin Fox  
TFM Analyst / Trust Officer  
T. 704-335-4588  
F. 651-312-2584  
[kevin.fox@usbank.com](mailto:kevin.fox@usbank.com)

#### Owner:

**Tapestry Tallahassee Walden, LLC,  
A Florida LLC**  
2001 Killebrew Drive, Suite 170  
Bloomington, MN 55425

Richard Bienapfl  
Chief Operating Officer  
C. 612-803-1029  
[rbienapfl@lasallegrp.com](mailto:rbienapfl@lasallegrp.com)

#### Developer:

**LaSalle Development Group  
Tapestry Management**  
2001 Killebrew Drive, Suite 170  
Bloomington, MN 55425

Steve Moore  
Operations Manager  
T. 952-876-9208  
F. 952-854-4434  
C. 612-963-1221  
[Stevemoore@lasallegrp.com](mailto:Stevemoore@lasallegrp.com)

#### Architect:

**Crown AE, LLC**  
3410 Winnetka Avenue North  
Minneapolis, MN 55427

Michael Knisely  
T. 763-591-0996  
C. 612-532-8598  
[mknisely@crownsllc.com](mailto:mknisely@crownsllc.com)

#### Contractor:

**RBK3, LLC**  
d/b/a Roger B. Kennedy Construction  
1105 Kensington Park Drive  
Altamonte Springs, FL 32714

Ron Whalen, LEED AP  
Vice President  
T. 407-478-4500  
F. 407-478-4501  
C. 615-483-2218  
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Ed Warren  
Project Engineer  
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F. 407-478-4501  
C. 407-739-1083  
[rwhalen@rbkennedy.com](mailto:rwhalen@rbkennedy.com)

#### Construction Consultant:

**zumBrunnen**  
5881 Glenridge Drive, Suite 110  
Atlanta, GA 30328

Patrick Yaeger  
Senior Project Manager  
C. 864-337-1728  
[pyaeger@zumbrunnen.com](mailto:pyaeger@zumbrunnen.com)

# EXHIBIT F

## EXHIBIT F

### **1.0 SECTION IV.A: CONSTRUCTION CONTRACT SUMMARY**

#### **Construction Contract Features:**

- Builder's Risk Insurance for 100% of the insurable value of the Contract: Provided by the Owner.
- Deductible payee and terms:
  - Earthquake - occurrence limit of \$16,931,610; deductible of \$25,000
  - Flood - occurrence limit of \$16,931,610; deductible of \$25,000
  - Named Windstorm - occurrence limit of \$16,931,610; deductible of \$100,000
  - All Other Perils - occurrence limit of \$16,931,610; deductible of \$25,000
- Payment and performance bonds: A copy has been provided for our records.
- Bonds require consent of surety when retainage is released: No; requirement has been waived
- Bonds require consent of surety for final payment: No; requirement has been waived
- Bonds require consent of surety for off-site material storage or prepayments: No; requirement has been waived
- Progress payment schedule: Monthly with payments submitted no later than the 25<sup>th</sup> day of the month and payments due by the 15<sup>th</sup> day of the following month
- Retainage terms:
  - Contractor's payments are subject to retainage of 10% until the project is 50% complete.
  - No additional retainage withheld for the final 50% of the project.
- Excludes: N/A
- Contract substantial completion requirements: 273 days from receipt of Notice-to-Proceed
- Number of days beyond contract substantial completion not subject to LDs: 31
- Liquidated damages per calendar day: \$3,000
- Savings and Bonus:
  - If the actual Cost of Work plus the Contractor's fee is less than the GMP, the savings shall be accrued at 75% to the Owner and 25% to the Contractor
- Tax exempt status: None
- Non-for Profit Corporation: No

#### **Construction Contract Attachments and Enclosures:**

- General Conditions: AIA Document A201-2007
- Amendments or Addenda: None
- Attachments / Exhibits:
  - Exhibit A Contractors Qualifications and Clarifications
  - Exhibit B List of Drawings
  - Exhibit C Schedule of Values
  - Exhibit D Construction Progress Schedule
  - Exhibit E A201 general Conditions
- Drawing list
  - Included as Exhibit B to the contract
- Supplementary General Conditions:
  - None

## **2.0 SECTION VII.C: PROJECT CLOSEOUT CERTIFICATES AND DOCUMENTS**

As the Project approaches completion, this tracking list of documents is required to be produced by the Project Team prior to closeout and final payment. The status of each is as follows:

- Temporary Certificates of Occupancy: These should be approximately the same dates as the estimated contract substantial completion dates detailed in Section VII, Paragraph A
- Certificates of Occupancy: This should occur within one month of the last issued TCO
- Certificates of Substantial Completion: These should be completed within approximately two weeks of the contract substantial completion dates for each phase and will include the following:
  - Architect punch list
  - Estimated value of punch list
- Evidence of transmittal to the Owner of: Assembly of these documents should begin when the project is two months from the first TCO
  - HVAC test and balance reports
  - As-built drawings
  - Warranties – Contractor and Vendor
  - Maintenance Manuals
- Owner Training Schedule: Training schedules should be developed two to three months prior to the first TCO
- Final Payment Application: This should occur within 60 days of the issuance of the final Certificate of Occupancy
- Consents of Surety for final payment and final waivers of lien: This should occur within 60 days of the issuance of the final Certificate of Occupancy

# EXHIBIT G

## EXHIBIT G

### 1.0 DEFINITIONS

#### - A -

**ACM** – Additional Construction Management

**ADA** - The Americans with Disabilities Act which gives civil rights protection to individuals with disabilities similar to those provided to individuals on the basis of race, color, sex, national origin, age, and religion. It guarantees equal opportunity for individuals with disabilities in public accommodations, employment, transportation, State and local government services, and telecommunications.

**Addendum** - (Addenda) Written information adding to, clarifying or modifying the bidding documents. An addendum is issued by the Owner to the Contractor during the bidding process and as such, addenda are intended to become part of the contract documents when the construction contract is executed.

**A/E** - Architect/Engineer; the design professional hired by the Owner to provide design and design-related services.

**Agency CM (ACM)** - (CM Without Risk). A contractual form of the CM system exclusively performed in an agency relationship between the Construction Manager and Owner. ACM is the form from which other CM forms and variations are derived.

**Agent** - One authorized by a client (principal) to act in his/her stead or behalf and owes the client a "fiduciary duty" (Trust). Example: Construction Manager for fee but classified as an independent contractor for tax purposes. A construction manager for fee does not have any financial responsibility whereas a construction manager at-risk does have financial risk similar to a general contractor.

**AIA** - American Institute of Architects

**Application for Payment** - Contractor's written request for payment for completed portions of the construction contract and, for materials delivered or stored and properly labeled for the respective project. (e.g., American Institute of Architects – AIA, Forms G-702 and G-703)

**Arbitration (Binding)** – A method by which processes for bringing about agreement or reconciliation between opponents in a dispute is designated. Arbitration involves a formal deliberation, it being understood that the results will be binding on the contending parties.

**Arbitration (Non-Binding)** – A method by which processes for bringing about agreement or reconciliation between opponents in a dispute is designated. Arbitration involves a formal deliberation, it being understood that the results are not binding on the contending parties and relief in the court system is an additional remedy if desired.

**Architect** - An individual or firm who designs and supervises the professional design for the construction of buildings or other structures.

**Architect-Engineer (A/E)** - An individual or firm offering professional services as both architect and engineer.

**Architect's Supplemental Instructions (ASI)** A document written by the Architect containing additional instructions regarding the Contract specifications or drawings. Generally, the Architect uses an ASI when the information is not anticipated to cause a change to the Contract. If the Contractor believes these instructions are a change to the Contract, he can write a COP.

**As-Built Drawings** - Drawings marked up to reflect changes made during the construction process or after construction that amend the contract drawings to show the exact location, geometry, and dimensions of the constructed project. It is good practice to make as-built drawings by marking the changes as the project unfolds. As-built drawings are not the same as Record Drawings.



## **- B -**

**Bank Inspector** – An independent consultant engaged by a construction lender to provide periodic site inspections, to opine on construction schedule and general compliance, and to make recommendations for contractor payment application. Inspections are made during the construction phase of a project development, expansion or renovation and are performed for the benefit of the bank. Bank Inspector scope-of-services are not the same as a Construction Monitor.

**Beneficial Occupancy** – The point wherein the project is substantially complete in nature to allow the Owner to utilize the project for its intended use. The mechanical systems, life safety systems, telecommunications systems and any other systems which are required to properly utilize the project are complete and in good working order. The remaining items to be completed shall be such that the correction does not cause inconvenience to the Owner or disruption to the Owner's normal operations.

**Bid Bond** - A written form of security executed by the bidder as principal and by a surety for the purpose of guaranteeing that the bidder will sign the contract, if awarded the contract, for the stated bid amount. The Surety is a third-party that makes a pledge to pay damages to the Owner if the bonded contractor declines an award offered by the Owner.

**Bid Documents** - The documents distributed to contractors by the Owner for bidding purposes. They include drawings, specifications, form of contract, general and supplementary conditions, proposal forms, and other information including addenda.

**Bond** - A written form of security from a surety company, on behalf of a prime contractor or subcontractor, guaranteeing execution of the contract and all supplemental agreements pertaining thereto and for the payment of all legal debts pertaining to the construction of the project. (See Bid Bond, Payment Bond, Performance Bond, Labor and Material Payment Bond, or Subcontractor Bond.)

**Bonding Company** - A properly licensed surety willing to execute a surety bond, or bonds, payable to the Owner, securing the performance on a contract either in whole or in part; or securing payment for labor and materials.

**Budget Analysis** - Budget analysis as to sufficiency of funds takes into consideration various factors. A cost-to-complete estimate must be developed and compared to the balance of funds. This analysis may include consideration for (i) contractor performance; (ii) percent completion and schedule status; (iii) status of contract buyout and contingency; (iii) potential for shared savings; and (iv) various other risk factors as deemed pertinent. This estimate typically does not include projections for discretionary change orders, unless otherwise noted.

**Building Code** - The legal requirements established by the various governing agencies covering the minimum acceptable requirements for all types of construction. (See also Codes.)

**Building Envelope** - (1) The elements of a building which enclose conditioned spaces and intended to keep water from entering. (2) The outer structure of the building. (sometimes referred to as "Building Shell")

**Building Inspector/Official** - A government representative authorized to inspect construction for compliance with applicable building codes, regulations and ordinances. Courts have ruled that government agencies' building inspectors are exempt from errors and omissions liabilities.

**Building Permit** - A written document issued by the appropriate governmental authority permitting construction to begin on a specific project.

**Budget Summary Table** - A table summarizing the hard cost budget funds and committed hard cost contingency to date to determine the remaining (balance) hard cost contingency. The purpose of this table is to help provide the earliest possible notice of a budget overrun.

## **- C -**

**Change Order** - A written document between the Owner and the Contractor signed by the Owner, Architect, and the Contractor authorizing a change in the project documents, adjustment in the contract sum and/or the contract time. Proper contract administration requires the contract terms, scope, sum and the contract time to be changed only by change order. The recommended document for this is the AIA Document G701.

**Change Order Proposal (COP)** - A written change document before it has been approved by the Contractor, Architect, and Owner. A change order proposal can be issued by the Contractor, Architect, or the Owner. The change order proposal becomes a change order only after it has been approved and by the Contractor, Owner, and Architect.

**Change Order Request (COR)** - A written document requesting an adjustment to the contract sum or an extension of the contract time; issued by the Architect, Owner, or Contractor.

**Changed Conditions** - Conditions or circumstances, physical or otherwise, which surface after a contract has been signed and which alter the circumstances or conditions on which the contract is based, i.e., Concealed Conditions or Latent Conditions.

**Chart of Accounts** - An alpha/numeric accounting system used by the Contractor to ensure that the project expenditures are properly debited/credited in the project budget as payments are made in behalf of the project.

**Claim** - A formal notice sent by a Contractor to an Owner asserting the fact that the terms of the contract have changed and compensation is being sought by the Contractor from the Owner.

**Clerk-of-the-Works** - An individual employed by an Owner to represent him on a project at the site of the construction contract. The clerk-of-the-work's abilities, credentials, and responsibilities vary at the discretion of the Owner.

**CM** - The abbreviation for Construction Management and Construction Manager (a firm that provides CM services or persons who work for a CM firm).

**CM Fee Plus Reimbursables** - A form of payment for CM services where the construction manager is paid a fixed or percentage fee for CM expertise, plus pre-established hourly, daily, weekly, or monthly costs for field personnel and equipment.

**CM Partnering** - A contractual commitment by the Owner, A/E, and CM to achieve a common goal, and doing so without a stake holder's exposure to a potential for conflict of interest in pursuit of that goal.

**CM Services** - The scope of services provided by a construction manager and available to owners in whole or in part. CM services are not consistent in scope or performance from one CM firm to another.

**Codes** - Prevailing regulations, ordinances or statutory requirements set forth by governmental agencies associated with building construction practices and owner occupancy, adopted and administered for the protection of public health, life safety and welfare. (See Building Code.)

**Commissioning** - The process at or near construction completion when various mechanical, electrical, and plumbing systems are tested and checked for compliance with the design, and are operating properly.

**Committed HC Contingency** – See “HC Contingency Committed”

**Completion Schedule Analysis** – See “Project Completion Graph (S-Curve)”

**Constructability** - The optimizing of cost, time, and quality factors with the material, equipment, construction means, methods, and techniques used on a project; accomplished by matching owner values with available construction industry practices.

**Construction Budget** - The target cost figure covering the construction phase of a project. It includes the cost of contracts with trade contractors, construction support items other purchased labor, material and equipment, and the construction manager's cost but not the cost of land, A/E fees, or consultant fees.

**Construction Change Directive (CCD)** - A construction change directive is a written order signed by the Owner and Architect directing the Contractor to make a change in the construction contract and stating a proposed basis for any appropriate adjustment in the contract sum or the contract time. This may result in a change order if an agreement is reached between the Contractor and the Owner. But even in the absence of total agreement, the construction change directive by itself constitutes a change in the contract documents, with determination of any appropriate adjustment in contract sum or contract time being handled in accordance with specified detailed procedures at a later date.

**Construction Documents** - All drawings, specifications and addenda associated with a specific construction project. These documents delineate and graphically represent the physical construction requirements established by the A/E.

**Construction Documents Phase** - The third phase of the Architect's basic services wherein the Architect prepares working drawings, specifications and bidding information.

**Construction Document Review** - One party's review of another party's construction documents for the purpose of confirming that these documents and estimates are feasible and are in accordance with the proposed loan or project appraisal.

**Construction Management (CM)** – (1) A project delivery system that uses a construction manager to facilitate the design and construction of a project by organizing and directing men, materials, and equipment to accomplish the purpose of the design. (2) A professional service that applies effective management techniques to the planning, design, and construction of a project from inception to completion for the purpose of controlling time, cost and quality, as defined by the Construction Management Association of America (CMAA).

**Construction Management Contract** - A written agreement wherein responsibilities for coordination and accomplishment of overall project planning, design and construction are given to a construction management firm. The building team generally consists of the Owner, Contractor, and Designer or Architect.

**Construction Manager** - A business organization with the expertise and resources to manage the design, contracting, and construction aspects of project delivery. Individuals who work for a CM Firm are also referred to as Construction Managers.

**Construction Monitor** – An independent construction consultant engaged by a member(s) of the financial team to observe and report pertaining to the current status of a construction project schedule, project budget, hard cost payment approvals, and contract administration compliance, and tracks critical action items. The Construction Monitor acts as an independent facilitator and reports all findings in an objective manner.

**Construction Schedule** - A graphic, tabular or CPM representation or depiction of the construction portion of the project-delivery process, showing activities, durations, and projected completion dates.

**Contingency** - Line-item amounts in the project budget, or contractor's schedule of values intended to cover costs of unknown, unforeseeable, or missed cost items. Contingency may be owner-controlled or contractor-controlled.

**Contingency within the GMP (GMP Contingency)** – Contractor-controlled contingency; see Contingency

**Contingency Graph** – See Project HC Contingency Graph

**Contract Administration** - The contractual duties and responsibilities of the A/E, Contractor, or CM during the construction phase of a project for servicing the interactive provisions in the contract for construction.

**Contract Document Phase** - The final phase of design on an architectural project when construction documents are completed and bidding documents are formulated. See also "Construction Documents Phase".

**Contract Documents** - A term used to represent all documents (any general, supplementary, or other contract conditions, the drawings and specifications, all bidding documents, addenda issued prior to execution of the contract and post-award Change Orders, and any other items specifically stipulated as being included in the contract documents) which collectively form the contract between the Contractor and the Owner.

**Contract Performance Bond** - A written form of security from a surety company to the Owner, on behalf of an acceptable prime or main contractor or subcontractor, guaranteeing the completion of the construction contract in accordance with the terms of the contract.

**Contract Substantial Completion** – The project contract documents will define substantial completion, which is the contract substantial completion requirement. Contract substantial completion may or may not have additional requirements to be achieved before a project is deemed substantially complete by the Architect and Owner. Typically,

substantial completion is achieved when the facility is complete enough to be used for its intended use. The Architect will issue a certificate of Substantial Completion, which is typically an AIA Document G704.

**Contract Sum** - The total dollar amount payable by the Owner to the Contractor for the performance of the construction contract under the contract documents.

**Contract Time** - The time period set forth and established in the contract documents for completing a specific project; usually stated in working days or calendar days. The contract time can only be adjusted by valid time extensions through change order.

**Contractor's Option** - A written provision in the contract documents giving the Contractor the option of selecting certain specified materials, methods or systems without changes in the contract sum.

**Contractor's Qualification Statement** - A written statement of the Contractor's experience and qualifications submitted to the Owner during the Contractor selection process. The American Institute of Architects publishes a standard Contractor's Qualification Statement form for this purpose.

**Cost Breakdown** - A financial statement furnished by the Contractor delineating the portions of the contract sum allotted for the various parts of the work and used as the basis for reviewing the Contractor's applications for progress payments. See also "Schedule of Values".

**Cost Codes** - A numbering system given to specific kinds of work for the purpose of organizing the cost control process of a specific project.

**Cost of Construction** - The target cost figure covering the construction phase of a project. It includes the cost of contracts with trade contractors, construction support items other purchased labor, material and equipment, and the construction manager's cost but not the cost of land, A/E fees, or consultant fees.

**Cost-of-Work** - All costs incurred by the Contractor in the proper performance of the work required by the plans and specifications for a specific project. The term is more specifically defined in all GMP contracts.

**Cost-Plus Contract** - A form of contract usually between an Owner and Contractor, A/E design professional, or CM, under which the Contractor, A/E, or CM is reimbursed for direct and indirect costs plus a fee for services. The fee is usually stated as a stipulated sum or as a percentage of cost.

**Cost Plus Fee Agreement** - A written agreement under which services are provided by a Contractor, Architect, Engineer, or CM for the cost of work plus a specified fee.

**Cost-To-Complete** - All costs remaining to complete construction of the project to obtain a certificate of occupancy and occupy the project for its intended use. These costs can be further defined as Contract, Owner, hard or soft cost-to-complete.

**Critical Path** – (1) The continuous chain of activities from project-start to project-finish, whose durations cannot be exceeded if the project is to be completed on time. (2) A sequence of activities that collectively require the longest duration to complete (the duration of the sequence is the shortest possible time from the start event to the finish event). Activities on the critical path have no float time.

**Critical Path Method (CPM)** - A planning scheduling and control line and symbol diagram drawn to show the respective activities involved in constructing a specific project. A CPM schedule shows activity duration and interdependence.

**CSI** - Abbreviation for the Construction Specification Institute

**CSI Master Format** - The CSI Master Format is a system of numbers and titles for organizing construction information into a regular, standard order or sequence. By establishing a master list of titles and numbers Master Format promotes standardization and thereby facilitates the retrieval of information and improves construction communication. It provides

a uniform system for organizing information in project manuals, for organizing project cost data, and for filing product information and other technical data.

## **- D -**

**Daily Construction Report** - A written document and record that has two main purposes: (1) Furnish information to off-site persons concerning important details of events as they occur daily and hourly, and (2) Furnish historical documentation that might later have a legal bearing in cases of disputes. Daily reports should be as factual and impersonal as possible, free from the expression of personal opinions and feelings. Each report should be numbered to correspond with the construction contract working days established on the progress schedule. In the event of no-work days, a daily report should still be made, stating "no work today" (due to rain, strike, or other causes). The report includes a description of the weather; a record of the total number of employees, subcontractors by name, work started and completed today, equipment on the job site, job progress today, names and titles of visitors, accidents and/or safety meetings, and a remarks column for other job related information.

**Date of Agreement** - (1) Usually on the front page of the agreement; (2) If not on front page it may be the date opposite the signatures when the agreement was actually signed; (3) or when it was recorded; (4) or the date the agreement was actually awarded to the Contractor.

**Date of Commencement of the Construction Contract** - The date established in a written notice to proceed from the Owner to the Contractor.

**Date of Substantial Completion** - The date certified by the Architect when the construction contract or a designated portion thereof is substantially complete. The Architect will document this date on an AIA Document G704.

**Demising Walls** - The boundaries that separate your space from your neighbors' or from the public spaces.

**Design-Build (D-B)** - A project delivery method where a design-build contractor (contractor-led D-B), A/E design professional (design-led D-B) or CM (CM-led D-B) is directly responsible for both the total project design and construction of the project. Design-Build liability can be explicitly conveyed through the contract documents or implicitly conveyed through the assumption of project-specific design liability, via performance specifications.

**Design Development Phase** – (1) The second phase of the Architect's basic services wherein the Architect prepares drawings and other presentation documents to fix and describe the size and character of the entire project as to architectural, structural, mechanical, and electrical systems; materials; and other essentials as may be appropriate; and prepares a statement of probable construction cost. (2) The term used on architectural projects to describe the transitional phase from the Schematic Phase to the Contract Document Phase during design.

**Design-XCM** - A variation of the extended services form of CM, where the A/E also provides the CM function.

**Direct Costs** - The costs directly attributed to a work-scope, such as labor, material, equipment, and subcontracts but not the cost of operations overhead and the labor, materials, equipment, and subcontracts expended in support of the undertaking. Direct Costs, Hard Costs, and Construction Costs are synonymous.

**Discretionary Change Order** – Owner directed change order not required for completion of the project for the projects' intended use and in accordance with the construction contract.

**Division of Work** - A portion of the total project reserved for contractors for bidding and performance purposes, i.e., Bid Division or Work-Scope.

## **- E -**

**Encumbered Hard Cost Contingency** – see HC Contingency Committed.

**Engineer** - A professional individual who is licensed by the state to practice a specific engineering discipline.

**Escrow Account** - (1) Money put into the custody of the third party by the first party for disbursement to the second party. (2) A brief temporary depository for progress payments until authorized for release according to the depositor's explicit instructions.

**Estimated Cost-to-Complete** - An estimate of the cost yet to be expended on a work-scope in order to complete it. The difference between the Cost to Date and the Estimated Final Cost.

**Estimated Final Cost** - An estimate of the final cost of a work item based on its Cost-to-Date and the estimated cost to complete it. The sum of the Cost-to-Date and the Estimated Cost-to-Complete.

**Estimate of Construction Cost** - A calculation of costs prepared on the basis of (1) A detailed analysis of materials and labor for all items of work, or (2) On current area, volume, or similar unit costs.

**Extended Services-CM** - A form of CM where other services such as design, construction, and contracting are included with ACM services provided by the construction manager.

## **- F -**

**Fast Track Construction** - A method of construction management which involves a continuous design-construction operation. This usually involves a prime or main contractor starting the construction work before the plans and specifications are complete.

**Feasibility Phase** - The conceptual phase of a project preceding the Design Phase used to determine from various perspectives whether a project should be constructed or not.

**Fee Enhancement** - The awarding of an additional fee, over and above the basic fee for services, based on the performance quality of the party providing the basic service.

**FF&E** - (1) An abbreviation for furniture, fixtures and equipment; (2) Items classified as personal property rather than real property; (3) An abbreviation generally associated with interior design and planning of retail stores or office facilities.

**Field Order (FO)** - A written order issued to a Contractor by the Owner, or Owner's Representative, i.e., A/E design professional, effecting a minor change or clarification with instructions to perform work not included in the contract for construction. The work will eventually become a Change Order. A Field Order is an expedient process used in an emergency or need situation, which in many cases does not involve an adjustment to the contract sum or an extension of the contract time. See also "Construction Change Directive."

**Field Schedule** - A graphic, tabular or narrative representation or depiction of the construction portion of the project-delivery process, showing field activities and durations in sequential order. A short-interval, field-based schedule that plans contractor and subcontractor activities on a month-to-month, week-to-week, or day-to-day basis from the project milestone schedule.

**Field Work Order (FWO)** - A written request to a subcontractor or vendor, usually from the general or main contractor, for services or materials.

**Final Acceptance** - The action of the Owner accepting the work from the Contractor when the Owner deems the work completed in accordance with the contract requirements. Final acceptance is confirmed by the Owner when making the final payment to the Contractor.

**Final Completion** - The point at which both parties to a contract declare the other has satisfactorily completed its responsibilities under the contract.

**Final Design Phase** - The designation used by engineers for the last portion of the design process prior to bidding.

**Final Inspection** - A final site review of the project by the Contractor, Owner or Owner's Authorized Representative prior to issuing the final certificate for payment.

**Final Payment** - The last payment from the Owner to the Contractor of the entire unpaid balance of the contract sum as adjusted by any approved change orders.

**Financial and Management Control System** - A manual or computerized management control system used by the project team to guide the course of a project and record its status and progress.

**Fixed Fee** - A set contract amount for all labor, materials, equipment and services; and contractors' overhead and profit for all work being performed for a specific scope of work.

**Fixed Limit of Construction Costs** - A construction cost ceiling agreed to between the Owner and Architect or Engineer for designing a specific project.

**Float** - A scheduling term indicating that an activity or a sequence of activities does not necessarily have to start or end on the scheduled date to maintain the schedule on the critical path. The difference between the early start and late finish of an activity, minus the activities duration.

## **- G -**

**General Conditions** - A written portion of the contract documents set forth by the Owner stipulating the Contractor's minimum acceptable performance requirements including the rights, responsibilities and relationships of the parties involved in the performance of the contract. General conditions are usually included in the book of specifications but are sometimes found in the architectural drawings.

**General Condition Items** - Purchases, services, or materials required to facilitate construction at the site. As part of the construction budget, these are financial obligations of the Owner and the logistic responsibility of the CM.

**General Conditions (of the Contract for Construction)** - The part of the contract that prescribes the rights, responsibilities, and relationships of the parties signing the agreement and outlines the administration of the contract for construction, e.g., American Institute of Architects (AIA) Document A201.

**General Contractor (GC)** - A properly licensed individual or company having "primary" responsibility for the construction contract. A GC can perform work with its own contractors or can perform the project work as an independent contractor, providing services to owners through the use of subcontractors when using the general contracting system. In the latter case, the GC is referred to as "Paper Contractor".

**GMP Contingency (Contingency within the GMP)** – Contractor-controlled contingency.

**Guaranteed Maximum Price-Construction Management (GMP-CM)** - A form of the CM system where the construction manager guarantees, in addition to providing ACM services, a ceiling price to the Owner for the cost of construction.

## **- H -**

**Hard Costs** - All items of expense directly incurred by or attributable to a specific project, assignment or task. Direct Costs, Hard Costs, and Construction Costs are synonymous.

**Hard Cost Contingency ("HC Contingency")** - Owner-controlled contingency limited to project Hard Costs; see Contingency. Direct Contingency Costs and Construction Contingency Costs are synonymous.

**HC Contingency Balance** – Owner-controlled contingency that has not been committed to an approved, pending, or potential project change order; unencumbered or remaining contingency.

**HC Contingency Committed** – Owner-controlled contingency that has been committed to an approved, pending, or potential change order; committed or encumbered contingency.

HC Contingency Graph – See Project HC Contingency Graph

## **- I -**

**Independent Contractor** - One free from the influence, guidance, or control of another or others and does not owe a "fiduciary duty". e.g., an architect, engineer, prime or main contractor, construction manager at-risk.

**Indirect Costs** - Costs for items and activities other than those directly incorporated into the building or structure but considered necessary to complete the project. A contractor's or consultant's overhead expense; expenses indirectly incurred and not chargeable to a specific project or task. The terms indirect costs and soft costs are synonymous.

**International Building Code (IBC)** -The IBC is one of the family of codes and related publications published by the International Conference of Building Officials (ICBO) and other organizations, such as the International Association of Plumbing and Mechanical Officials (IAPMO) and the National Fire Protection Association (NFPA), which have similar goals as far as code publications are concerned. The IBC is designed to be compatible with these other codes, as together they make up the enforcement tools of a jurisdiction. More and more governing authorities are accepting the IBC (with edits) as their standard, in most cases replacing the Southern Building Code or Uniform Building Code.

**IRFP** - The abbreviation for Initial Request for Proposal; The first request for uniform detailed information from prospective CM practitioners being screened for a project.

#### **- J -**

**Job-Site Overhead** - Supportive and necessary on-site construction expense, such as construction support costs, supervision, bonus labor, field personnel, and office expense.

**Joint Venture Partner** - A party that contracts with another similar party on a project basis to provide greater financial strength, improved services or more acceptable performance qualifications as a combined organization to design, bid, and/or constructs a specific project.

#### **- K -**

**K** - Used as an abbreviation for Contract or Contracts in the legal sector.

#### **- L -**

**Labor and Material Payment Bond** - (1) A written form of security from a surety (bonding) company to the Owner, on behalf of an acceptable prime or main contractor or subcontractor, guaranteeing payment to the Owner in the event the Contractor fails to pay for all labor, materials, equipment, or services in accordance with the contract, and (2) to pay any claims against the Owner from contractors and suppliers who have not been paid for labor, material, and equipment incorporated into the project.

**LEED (Leadership in Energy and Environmental Design)** - An internationally recognized green building certification system, providing third-party verification that a building or community was designed and built using strategies aimed at improving performance across all the metrics that matter most: energy savings, water efficiency, CO<sub>2</sub> emissions reduction, improved indoor environmental quality, and stewardship of resources and sensitivity to their impacts.

**LEED-EBOM (LEED for Existing Buildings: Operations & Maintenance)** - Rating system helps building owners and operators measure operations, improvements and maintenance on a consistent scale, with the goal of maximizing operational efficiency while minimizing environmental impacts. LEED for Existing Buildings addresses whole-building cleaning and maintenance issues (including chemical use), recycling programs, exterior maintenance programs, and systems upgrades. It can be applied both to existing buildings seeking LEED certification for the first time and to projects previously certified under LEED for New Construction, Schools, or Core & Shell.

**Letter of Intent** - A notice from an Owner to a Contractor stating that a contract will be awarded to the Contractor providing certain events occur or specific conditions are met by the Contractor. The letter can sometimes serve as a formal Notice to Proceed on the project.

**Lien, Mechanic's or Material** - The right to take and hold or sell an Owner's property to satisfy unpaid debts for labor, materials, equipment, or services to improve the property.

**Lien Release** - A written document from the Contractor to the Owner that releases the Lien, Mechanic's or Material following its satisfaction.

**Lien Waiver** - (1) A written document from a contractor, subcontractor, material supplier or other construction professional, having lien rights against an Owner's property, relinquishing all or part of those rights. (2) Lien waivers are generally used for processing progress payments to prime or main or subcontractors as follows: Conditional Lien Waiver, Unconditional Lien Waiver, and Final Lien Waiver.



**Liquidated Damages (LD's)** – An amount of money specified in a contract to be awarded in the event that the agreement is violated. The fixed amount (usually on a per-day basis) which a party to an agreement promises to pay to the other in case one party does not fulfill some or all portions of an agreement.

**Lump Sum Contract** - A written contract between the Owner and Contractor wherein the Owner agrees to pay the Contractor a specified sum of money for completing a scope of work consisting of a variety of unspecified items or work. (See also "Stipulated Sum Agreement".)

**Lump Sum Fee** - A fixed dollar amount which includes all costs of services including overhead and profit.

#### **- M -**

**Mandated Change Order** – Change orders required to complete the construction contract as directed by governing authorities or others to accomplish a certificate of occupancy allowing the Owner to take occupancy of the Project and utilize it for its intended use.

**Mediation** – The action of mediation between parties to effect an agreement or reconciliation. Mediation implies deliberation that results in solutions that may or may not be accepted by the contending parties.

**Mechanic's Lien** - A legal claim against an Owner's property by a project participant to the value of monies earned but not paid for by the Owner or an employing contractor.

**Meeting Attendance Form** - A generic form used to record presence of persons attending a specific meeting.

**Meeting Notes** - A written report consisting of a project number, project name, meeting date and time, meeting place, meeting subject, a list of persons attending, and a list of actions taken and/or discussed during the meeting. Generally, this report is distributed to all persons attending the meeting and any other person having an interest in the meeting.

**Milestone** - An activity with a duration of zero (0) and by which progress of the project is measured. A milestone is an informational marker only; it is used to delineate strategic events of signal importance to monitor progress on the construction milestone schedule. It marks a specific point in time, which point may be contractual.

**Milestone Schedule** - A schedule of milestones spanning from the start of construction to occupancy, used as the main measure of progress to keep the project on schedule. It is usually summary in nature.

**Minor Change in Work** – A minor change in work is a written order by the Architect to make a change that does not involve adjustment in the contract sum or extension of the contract time and is not inconsistent with the intent of the contract documents.

#### **- N -**

**Notice of Award** - A letter from an Owner to a Contractor stating that a contract has been awarded to the Contractor and a contract will be forthcoming. It may also function as a Notice to Proceed.

**Notice to Proceed** - A notice from an Owner directing a Contractor to begin work on a contract, subject to specific stated conditions.

#### **- O -**

**OAC Meeting** - Meeting of the Owner, Architect and Contractor.

**Occupancy Phase** - A stipulated length of time following the construction phase, during which contractors are bonded to ensure that materials, equipment, and workmanship meet the requirements of their contracts, and that supplier- and manufacturer-provided warranties and guarantees remain in force.

**Occupancy Schedule** - A schedule of the activities and events required to effect occupancy or the use of a facility for its intended purpose. It is used to determine if construction progress will meet the occupancy date.

**On-Site Supervision** - Site-based personnel with supervisory responsibilities.

**Open Bid** - A specific term used where any qualified bidder or estimator is given access to the prescribed project information. Open bid project information is not private.

**Owner-Architect Agreement** - A written form of contract between Architect and Client for professional architectural services.

**Owner-Builder** - A term used to describe an Owner who takes on the responsibilities of the general contractor to build a specific project.

**Owner Contingency** – Owner-controlled contingency; see Contingency

**Owner-CM Agreement** - Contract between construction manager and client for professional services.

**Owner-Construction Agreement** - Contract between Owner and Contractor for a construction project.

**Owner's Representative (OR)** – An "Agent" of the Owner engaged to provide project management of design and construction activities. The OR acts in the absence of and/or interest of the Owner to facilitate the chosen design and construction delivery method. Scope of services sometimes includes management of non-construction components, such as equipment procurement and low voltage performance specification; refer to RA and RE.

## **- P -**

**Payment Bond** - A written form of security from a surety company to the Owner, on behalf of an acceptable prime or main contractor or subcontractor, guaranteeing payment to all persons providing labor, materials, equipment, or services in accordance with the contract.

**Pending and Potential Change Orders** – Unexecuted change order or items identified to have a cost or time impact to the project which may result in a change order.

**Preliminary Drawings** - (1) The drawings that precede the final approved drawings. (2) Usually these drawings are stamped or titled "PRELIMINARY", or "PRELIMINARY/NOT FOR CONSTRUCTION"; and the "PRELIMINARY" is removed from the drawings upon being reviewed and approved by the Architect and/or Owner and/or code official.

**Preliminary Lien Notice** - A written notice given to the Owner by the subcontractors, suppliers, etc. The notice states if bills are not paid for the labor, services, equipment, or materials furnished or to be furnished, a mechanic's lien may be placed against the property even though the Owner has paid the prime contractor. The notice may explain how the Owner can protect himself against this consequence by (1) requiring the prime contractor to furnish a release by the person giving the Owner notice before making payment to the prime contractor or (2) any other method or device which is appropriate under the circumstances. Some states (known as "lien notice states") require lien notices to be filed and some do not. Failure to file a lien notice in a lien-notice state usually results in forfeiture of one's lien rights.

**Pre-qualification** - A screening process of prospective bidders wherein the Owner gathers background information from a contractor or construction professional for selection purposes. Qualifying considerations include competence, integrity, dependability, responsiveness, bonding rate, bonding capacity, work on hand, similar project experience, and other specific owner requirements.

**Prime Contractor** - (1) Any contractor having a contract directly with the Owner. (2) Usually the main (general) contractor for a specific project.

**Professional Engineer** – A designation reserved, usually by law, for a person or organization professional qualified and duly licensed to perform such engineering services as structural, mechanical, electrical, sanitary, civil, etc.

**Professional Liability Insurance** - Insurance provided for design professionals and construction managers that protect the Owner against the financial results and liability of negligent acts by the insured. Usually referred to as Errors and Omissions (E&O) insurance.

**Professional Services** - Services provided by a professional, in the legal sense of the word, or by an individual or firm whose competence can be measured against an established standard of care.

**Program Schedule** - A schedule that spans from the start of design to occupancy; includes the signal activities which control the progress of the project from start to finish.

**Progress Meeting** - A meeting dedicated essentially to contractor progress during the construction phase.

**Progress Payment** - Partial payments on a Contractor's contract amount, periodically paid by the Owner for work accomplished by the Contractor to date determined by calculating the difference between the completed work and materials stored and a predetermined schedule of values or unit costs.

**Progress Schedule** - A line diagram showing proposed and actual starting and completion times for the respective project activities.

**Project** - A word used to represent the overall scope of work being performed to complete a specific construction job.

**Project Budget** - The target cost of the project established by the Owner and agreed to be achievable by the team. The Project Budget usually includes the cost of construction and the CM fee, plus any other line-item costs (land, legal fees, interest, design fees, CM fees, etc.) that the Owner wishes to have included in the budget.

**Project Completion Graph (S-Curve)** - A Project Completion Graph, commonly referred to as an "S-Curve Graph;" The graph resembles an "S" and projects the estimated cash flow through project completion; exclusive of retainage. The graph is based on a direct relationship of cash flow to the percentage of project completion. For a typical single-phase construction project, the first and last stages of construction represented by 15-20% each of the construction schedule, makes up less than an equal amount of percentage of completion. This allows for ramping up and down of the construction process. The remaining interim period, representing 60-80% of the schedule is generally a straight line, which connects the ramping up and down sections of the schedule; this straight-line portion of the S-curve will normally pass through approximately 50% completion at approximately 50% of the construction schedule.

**Project Contingency Graph** - A graph projecting the use of hard cost contingency through project completion. Each month the committed hard cost contingency is plotted as a percentage of total hard cost contingency against the project schedule. The projected hard cost contingency line provides a baseline for analysis. It is assumed for the typical project that up to 40% of the hard cost contingency will be committed during the first 30% of the project schedule; the remaining 60% is a straight-line projection to the end of the project. The 40% allows for the high-risk period during project startup: completion and outstanding governing approvals of design documents, earthwork, and foundations. Where the total cost for mandated change orders falls below the projected graph line, it may be assumed, unless otherwise noted, that sufficient funds remain to complete the project, assuming no extraordinary event(s) occurs.

**Project Cost** - All costs for a specific project including costs for land, professionals, construction, furnishings, fixtures, equipment, financing and any other project related costs

**Project Directory** - A written list of all parties connected with a specific project. The list usually includes a classification or description of the party (i.e., Owner, Architect, Attorney, General Contractor, Civil Engineer, Structural Engineer, etc.); name, address, e-mail, telephone and FAX numbers opposite their respective classifications or description. It is particularly important that the emergency or after hour telephone numbers are included. These numbers should be kept confidential if requested by the respective parties.

**Project Manager** - A qualified individual or firm authorized by the Owner to be directly responsible for the day-to-day management and administration, and for coordinating time, equipment, money, tasks and people for all or specified portions of a specific project.

**Project Manual** - An organized book setting forth the bidding requirements, conditions of the contract and the technical work specifications for a specific project that documents and augments the drawings. The Project Manual contains the General Conditions, Supplementary and Special Conditions, the Form of Contract, Addenda, Change Orders, Bidding Information and Proposal Forms as appropriate, and the Technical Specifications.

**Project Meeting** - A meeting dedicated essentially to contractor performance and progress payments, involving supervisors from the Contractor's home offices and the on-site project team; sub-contractors may be included.

**Project Site** - The place where a structure or group of structures was, or is to be located, i.e., a construction site.

**Project Team** - Consists of the Architect/Engineer, Construction Manager, and Owner, represented by their Level 1, 2, and 3 Persons, plus the designated leaders of contracted constructors.

**Punch List** - A list prepared by the Owner or his/her Authorized Representative of items of work requiring immediate corrective or completion action by the Contractor.

**Pure CM** - A contractual form of the CM system exclusively performed in an agency relationship between the Construction Manager and Owner. (CM Without Risk). ACM is the form from which other CM forms and variations are derived.

#### **- Q -**

**Quality Assurance (QA)** - The procedure established by the Project Team to inject and extract the level of quality designated by the Owner.

**Quality Control (QC)** - That part of the Quality Assurance procedure that determines if specified quality is attained.

**Quality Engineering** - That part of the Quality Assurance procedure where the required level of quality is accurately inserted into the construction documents by the A/E.

#### **- R -**

**Record Drawings** - A set of contract document drawings, marked up as construction proceeds to reflect changes made during the construction process, which show the exact location, geometry, and dimensions of all elements of the constructed project as installed. It is good practice to make As-Built Drawings by marking the changes on reproducible drawings such as Mylar, vellum or sepia for the duplication purposes later.

**RFI** - Request for Information. A written request, usually a form, from the Contractor addressed to the Architect requesting additional information on an issue in the contract specification or drawings. The answer to an RFI can result in a COP if either the Architect or Contractor believes there is a change in the contract terms.

**RFP** - Request for Proposal. 1) A request for uniform detailed information from prospective CM practitioners being screened for a project; 2) A document generated by the Architect requesting a cost proposal for a potential change to the Contract. Generally an RFP is used when no determination has been made whether or not the change will be executed.

**Reimbursable Expense** - Charges to the Owner covering costs for services that could not or intentionally were not quantified at the time the fee arrangement was made.

**Reimbursable Expenses (or Costs)** - Amounts expended for or on account of the project which, in accordance with the terms of the appropriate agreement, are to be reimbursed by the Owner.

**Release of Lien** - A written action properly executed by an individual or firm supplying labor, materials or professional services on a project which releases his mechanic's lien against the project property.

**Resident Architect (RA)** - An architect permanently assigned at a job site who supervises the construction work for the purpose of protecting the Owner's interests during construction.

**Resident Engineer (RE) (inspector)** - An individual permanently assigned at a job site for the purpose of representing the Owner's interests during the construction phase, i.e., Owner's Rep.

#### **- S -**

**S-Curve** – See “Project Completion Graph”

**Safety Report** - The Occupational Safety and Health Act (OSHA) of 1970 clearly states the common goal of safe and healthful working conditions. A Safety Report is prepared following a regularly scheduled project safety inspection of the specific project.

**Schedule of Values** - The breakdown of a contract price into sub-items and sub-costs for identifiable construction elements, which can be evaluated by examination for contractor progress payment purposes.

**Schematic Design Phase** - The first phase of the A/E design professional's basic services in which he consults with the Owner to ascertain the requirements of the project and prepares schematic design studies consisting of drawings and other documents showing the scale, project components, and delineates the Owner's needs in a general way for the Owner's approval.

**Scope of Work (SOW)** - A written range of view or action; outlook; hence, room for the exercise of faculties or function; capacity for achievement; all in connection with a designated project.

**Shared Savings** - Contractor controlled contingency or buyout savings remaining after all approved contract cost-of-work has been accounted for, from which a percentage of the savings, as defined in the construction contract, is returned to the Owner.

**Shop Drawings** - Detailed information and/or drawings provided by material/ equipment suppliers or subcontractors demonstrating that the item provided meets the requirements of the contract documents, or how it is to be installed.

**Soft Cost** - Cost items in addition to the direct construction cost. Soft Costs generally include architectural and engineering, legal, permits and fees, financing fees, construction interest and operating expenses, leasing and real estate commissions, advertising and promotion, and supervision.

**Soft Cost Contingency** – Owner-controlled contingency limited to project Soft Costs; see Contingency. Hard cost contingency plus the soft cost contingency generally represent the total Owner's contingency for the Project, unless specific contingency accounts are established for unique budget items the Owner wishes to track and report separate from the hard and soft cost contingency accounts.

**Source and Use Budget** – Budget detailing the funds for all project-related costs and how they are to be expended.

**Special Conditions** - (1) Amendments to the General Conditions that change standard requirements to unique requirements, appropriate for a specific project. (2) A section of the conditions of the contract, other than the General Conditions and Supplementary Conditions, which may be prepared for a particular project. (3) Specific clauses setting forth conditions or requirements peculiar to the project under consideration, and covering work or materials involved in the proposal and estimate, but not satisfactorily covered by the General Conditions.

**Specifications** - A detailed statement of particulars, especially statements prescribing materials and methods, and quantitative information pertaining to material, products, and equipment to be incorporated into a specific project. The most common arrangement for specifications substantially parallels the Construction Specification Institute (CSI) format.

**Standard Details** - A drawing or illustration sufficiently complete and detailed for use on other projects with minimum or no changes. Non-project-specific details.

**Start Date** - The date that an activity or project begins.

**Statute of Limitations** - The period of time in which legal action must be brought for an alleged damage or injury. The period commences with the discovery of the alleged damage or injury; or in construction industry cases with completion of the work or services performed. Legal advice should be obtained.

**Stipulated Sum Agreement** - A written agreement in which a specific dollar amount is set forth as the total payment for performing the contract. (See also "Lump Sum Contracts")

**Structural Systems** - The load bearing frame assembly of beams and columns on a foundation; the most common materials are wood, cement block, re-enforced concrete, or steel. Steel beams and columns are generally fabricated off-site and assembled on site. Other systems such as non-load bearing walls, floors, ceilings and roofs are generally constructed within and on the structural system.

**Subcontractor** - A qualified subordinate contractor who has a contract with the prime or main contractor.

**Subcontractor Bond** - A written document from a subcontractor given to the prime or main contractor by the subcontractor guaranteeing performance of his/her contract and payment of all labor, materials, equipment and service bills associated with the subcontract agreement.

**Substantial Completion** - The stage in the progress of the construction contract work when the work, or designated portion of the work, is sufficiently complete in accordance with the construction contract documents so that the Owner can occupy or utilize the work for its intended use. (See also "Beneficial Occupancy"). This date is normally documented by the Owner and Architect on an AIA Document G704.

**Sub-surface Investigation** - (1) A term used to represent an examination of soil conditions below the ground. (2) Investigations include soil borings and geotechnical laboratory tests for structural design purposes.

**Superstructure** The part of a building or other structure above the foundation.

**Supplemental Conditions** - Supplements or modifies the standard clauses of the general conditions to accommodate specific project requirements. (synonymous with Supplementary Conditions).

**Surety Company or Surety** - A properly licensed firm or corporation willing to execute a surety bond, or bonds, payable to the Owner, securing the performance on a contract either in whole or in part; or securing payment for labor and materials.

### **- T -**

**Technical Inspection** - Matching technical specification criteria with visual or mechanical tests on the project site, or in a remote location or laboratory, to ascertain conformance.

**Technical Review** - The critique of design solutions, or criteria used for design solutions, by a party other than the one providing the solutions or criteria, to determine adequacy and suitability of purpose.

**T&M** - (1) An abbreviation for a contracting method called Time and Materials (2) A written agreement between the Owner and the Contractor wherein payment is based on the Contractor's actual cost for labor, equipment, materials, and services plus a fixed add-on amount to cover the Contractor's overhead and profit.

**Time is of the Essence** - A provision in a construction contract by the Owner that punctual completion within the time limits or periods in the contract is a vital part of the contract performance and that failure to perform on time is a breach and the injured party is entitled to damages in the amount of loss sustained. e.g., "time is of the essence in the completion of the construction contract".

**Total Project Budget** - All costs, hard and soft, necessary to achieve completion of a project.

**Transmittal** - A written document used to identify information being sent to a receiving party. The transmittal is usually the cover sheet for the information being sent and includes the name, telephone/FAX number, e-mail, and address of the sending and receiving parties. The sender may include a message or instructions in the transmittal. It is also important to include the names of other parties the information is being sent to on the transmittal form.

**Travel Time** - Wages paid to workmen under certain union contracts and under certain job conditions for the time spent in traveling from their place of residence to and from the job.

### **- U -**

**Underwriter's Laboratories (UL) Label** - A label on a product or manufactured item showing the material is regularly tested by, and complies with the minimum standards of the Underwriter's Laboratories specification for safety and quality.

**Uniform Building Code (UBC)** - The Uniform Building Code is one of the family of codes and related publications published by the International Conference of Building Officials (ICBO) and other organizations, such as the International Association of Plumbing and Mechanical Officials (IAPMO) and the National Fire Protection Association (NFPA), which have similar goals as far as code publications are concerned. The Uniform Building Code is designed to be compatible with these other codes, as together they make up the enforcement tools of a jurisdiction.

**Unit Prices** - A predetermined price for a measurement or quantity of work to be performed within a specific contract. The designated unit price would include all labor materials, equipment or services associated with the measurement or quantity established.

**- V -**

**Value Engineering** - A technical review process whereby the design documents are reviewed in an effort to reduce the overall construction cost by implementing alternate materials, processes, and/or equipment while maintaining the original design intent and overall quality of the Project.

**Verbal Quotation** - A written document used by the Contractor to receive a subcontract or material cost proposal over the telephone prior to the subcontractor or supplier sending their written proposal via mail, e-mail or facsimile.

**- W -**

**Warranty** - Assurance by a providing party that the work, material, and equipment under warranty will perform as promised or as required by contract.

**Warranty Phase** - The time period during which a warranty is in force.

**Working Drawing** - A drawing sufficiently complete with plan and section views, dimensions, details, and notes so that whatever is shown can be constructed and/or replicated.

**Work Order (WO)** - A written order (directive), signed by the Owner or his Representative, of a contractual status requiring performance by the Contractor.

**- X -**

**XCM** - An abbreviation for "Extended Services -CM"; a form of Construction Management (CM) where other services such as design, construction, and contracting are included with Additional Construction Management (ACM) services provided by the Construction Manager.

**- Z -**

**Zoning** - Restrictions of areas or regions of land within specific geographical areas based on permitted building size, character, and uses as established by governing urban authorities.

**zumBrunnen Cost-To-Complete** – An estimate provided to account for all committed costs and a reasonable allowance for projected future costs to complete construction of a project. This estimate includes the following specific costs and projected estimates:

- Contractor's cost-to-complete (G702 Line 3 -Total Contract Sum To Date minus G702 Line 4- Total Completed and Stored To Date)
- Pending and potential change orders
- Assume any potential shared savings at zero-dollars, unless otherwise noted
- Assume balance of HC Contingency to be required for future change orders
- Projected budget shortfall to complete the project, when applicable.

**zumBrunnen, Inc.** – The nation's leading independent construction consultant providing construction monitoring, facility assessment, and capital replacement budget services to the senior living and healthcare fields, and commercial real estate industry.

**2.0 NOTES AND DISCLAIMER:**

*The addressee of this report is the sole Client and obligee of the Construction Monitor. At the direction or with the consent of the Client, the Construction Monitor will provide copies of its reports to (i) other banks that are the Client's participants or for which the Client is acting as agent (which shall be entitled to rely on such reports, but shall have no recourse to the Construction Monitor other than by and through the Client), (ii) the developer and the architect for the Project as an accommodation for informational purposes only, and (iii) the Project owner as an accommodation for informational purposes only and subject to execution of an access agreement in a form satisfactory to the Construction Monitor and the Client. It is understood the Construction Monitor has no contractual obligation to any of the foregoing parties other than the Client.*

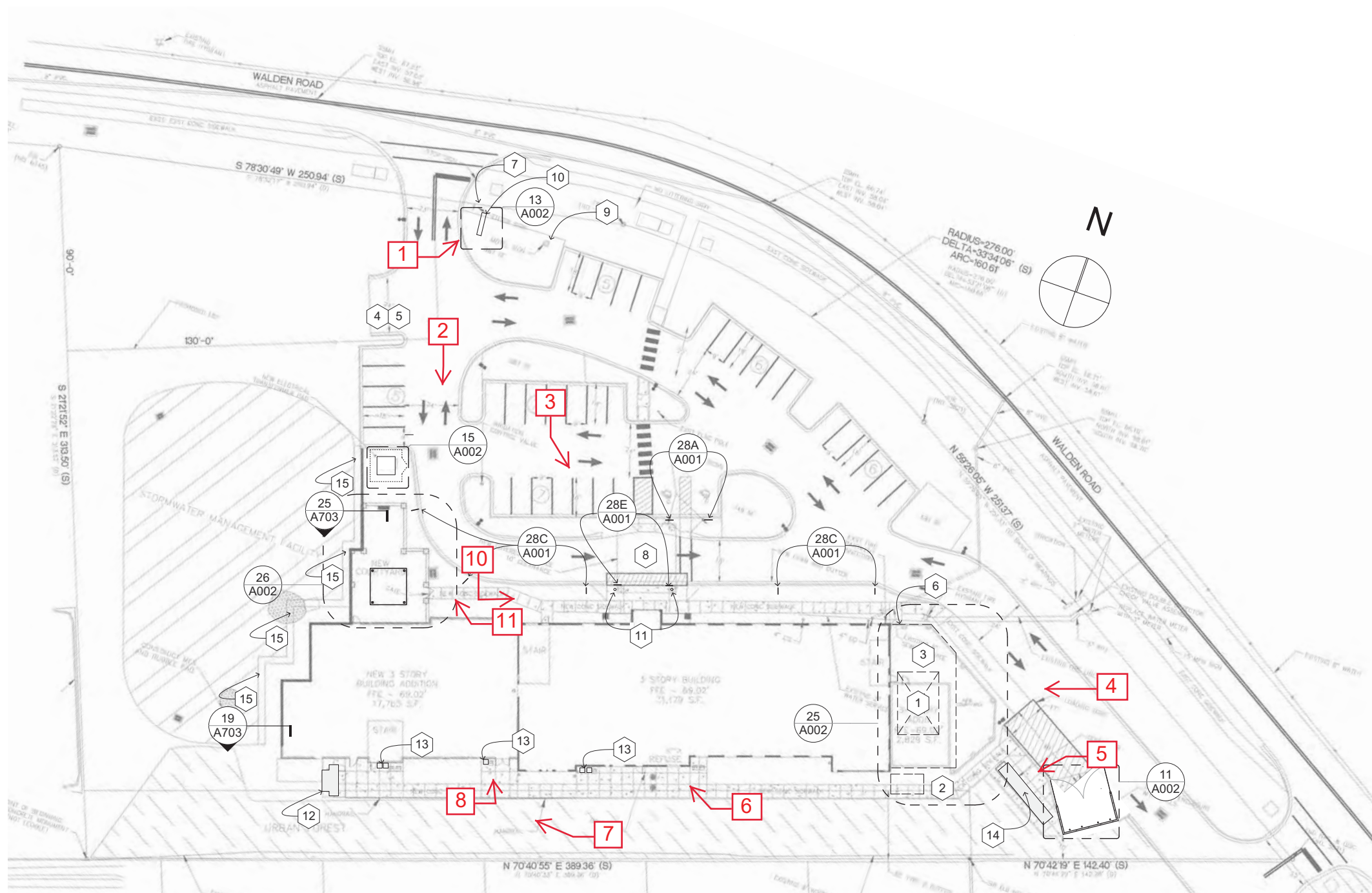
*The Construction Monitor is an independent consultant preparing reports objective in nature with conclusions and*

*recommendations based on observations, interviews, and other documentation as may be provided to the Construction Monitor. Although intended to be comprehensive and objective in nature, these reports are subject to errors and omissions, and variations in interpretation. In the event a reader of these reports becomes aware of any such error or omission, such reader is directed to immediately contact the Construction Monitor.*

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# EXHIBIT H



Interior Photos  
9, 12 through 30

Tapestry Tallahassee Walden  
zumBrunnen Project No. 2016-121  
Date 25 January 2018  
Weather Upper 40s and sunny



1. Stone veneer ongoing at the monument sign



2. Stucco finish is complete on the north elevation of the west addition





3. Stucco complete on the porte cochere; building number is installed; painting of the existing building exterior is ongoing



4. Slab and columns are in place at the MC courtyard



5. Emergency generator is set in place



6. Roll-up door is installed at the Refuse Room





7. Stucco finish is nearly complete on the south elevation of the west addition; profiles are ongoing



8. Current transformer cabinet is set in place and cable is pulled





9. Main kitchen hood is ready to be installed once the stainless steel wall panels are installed



10. Grease trap drain line is installed



11. Grease trap is installed



12. Dish-wash hood is staged in the kitchen





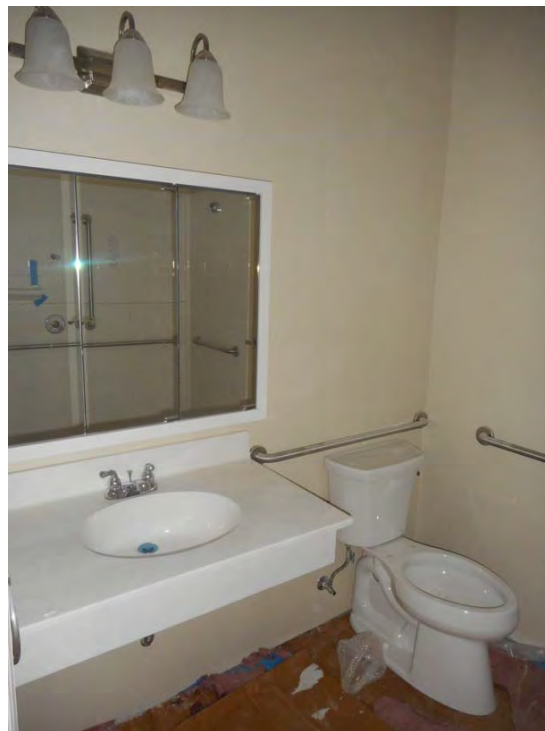
13. Fireplace is installed in the Lobby



14. Model unit - wire shelving installed in closet



15. Model unit - flooring is complete and temporary protection is complete



16. Model unit - bathroom fixtures and accessories are complete



17. Current status of the 3rd floor corridor in the existing building



18. Current status of the 3rd floor east addition (Commons/Kitchen)



19. Current status of existing building, 3rd floor units; floor prep is ongoing



20. Third floor Laundry/Trash room





21. Typical kitchenette casework in AL Units (3rd floor unit shown)



22. Corridor lid installed, west addition 3rd floor



23. Fire rated cover for can lights located in rated lid, west addition 3rd floor units



24. Fire caulk application at plumbing penetration (west addition 3rd floor corridor wall) does not meet UL assembly





25. Dish-wash hood exhaust fan is installed in 2nd floor storage room (adjacent to stairs)



26. Current status of the 2nd floor corridor in the existing building



27. Current status of the 2nd floor east addition (Commons/Kitchen)



28. Low-profile LED lighting used in corridor ACT ceiling





29. Corrective work at the existing piping embedded in the rated corridor wall



30. Termite treatment has been applied to the wall framing in the west addition