

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:

BL RESTAURANTS HOLDING, LLC, et
al.,¹

Debtors.

Chapter 11

Case No. 20-10156 (CTG)

(Jointly Administered)

FILED
2021 NOV -2 AM 11:14
US BANKRUPTCY COURT
DISTRICT OF DELAWARE

**ELFRINK CUSTOM CONSTRUCTION INC.'S RESPONSE TO TRUSTEE'S
SECOND OMNIBUS (SUBSTANTIVE) OBJECTION OF THE BL RESTAURANTS
GUC TRUST TO CERTAIN (A) NO LIABILITY CLAIMS; (B) OVERSTATED
CLAIMS; (C) MISCLASSIFIED CLAIMS; AND (D) UNLIQUIDATED CLAIMS**

Creditor, ELFRINK CUSTOM CONSTRUCTION INC. ("Claimant" or "Elfrink"), through counsel and pursuant to Sections 105(a) and 502(b), Bankruptcy Rules 3007 and 9014, and Local Rule 9010-1(e)(iii),² hereby files this Response to the *Second Omnibus (Substantive) Objection of the BL Restaurants GUC Trust to Certain (A) No Liability Claims; (B) Overstated Claims; (C) Misclassified Claims; and (D) Unliquidated Claims* (the "Objection") (Doc. 910), filed by UMB Bank, N.A., in its capacity as trustee ("Trustee") of the BL Restaurants GUC Trust ("Trust"), with respect to *Amended Proof of Claim 10368*, filed by Claimant (the "Amended POC"). In support hereof, Claimant respectfully states as follows:

1. On January 27, 2020 (the "Petition Date"), each of the Debtors filed voluntary petitions for relief under Chapter 11 (Doc. 1). On February 28, 2020, the Court entered an Order establishing bar dates for filing proofs of claims (the "Bar Date Order"), establishing, *inter alia*, April 3, 2020, as the general bar date for proofs of prepetition claims (Doc. 228).

¹ The Debtors in these cases are: BL Restaurants Holdings, LLC; BL Restaurant Operations, LLC; BL Restaurant Franchises, LLC; and BL Hunt Valley, LLC.

² All references to "Chapter" and "Section" refer to the Bankruptcy Code appearing in Title 11 of the United States Code, and all references to a "Rule" refer to the Federal Rules of Bankruptcy Procedure, and all references to a "Civil Rule" refer to the Federal Rules of Civil Procedure.

2. On March 16, 2020, Claimant timely filed its initial Proof of Claim, a copy of which is attached hereto as **Exhibit 1**. Attached thereto was a copy of the fourth (4th) *ALA Application and Certification for Payment* (the "Payment Application"), detailing the services and goods that Claimant provided to and amounts due from the debtor, BL Restaurant Operations, LLC ("Debtor").

3. On or about April 23, 2020, Claimant filed its Amended POC with the Debtor's claims agent, a copy of which is attached hereto as **Exhibit 2**. In the Amended POC, Claimant asserts a claim against the Debtor in the sum of \$414,448.00, as a result of non-payment of fees due to Claimant for goods and services provided to the Debtor pursuant to a pre-petition *ALA Construction Agreement*, dated May 29, 2019 (the "Agreement"), a true and correct copy of which is attached hereto as **Exhibit 3**.

4. In the Objection, the Trustee objects to the Amended POC as an Overstated Claim and seeks to reduce the Claim Amount to \$214,402.12. In support, the Trustee claims the Amended POC "does not provide documentation to substantiate the amount asserted and Debtors' books and records reflect only \$212,404.12 as due and owing." (Doc. 910-3, at p.8). For the reasons set forth in detail below, Claimant respectfully requests the Court overrule the Objection to its Amended POC and allow the Amended POC in the total amount of **\$391,884.00**.

5. Pursuant to the Agreement, on September 10, 2019, Claimant issued to Debtor the aforementioned Payment Application, a true and correct copy of which is attached hereto as **Exhibit 4**. The Payment Application reflects the initial contract price of \$1,188,300.00, plus an additional \$52,213.00 for Debtor-approved change orders, for a total contract price of \$1,240,510.00. The Application further reflects that, of such work, the Claimant provided Debtor (and Debtor accepted) services and/or equipment valued at \$1,178,523.00. Of that, Claimant received \$748,629.00 pursuant to prior payment applications, leaving a balance due of

\$429,894.00 (the “Contract Balance”).

6. The Application also indicates that Claimant provided goods and services valued at \$179,842.30, including a “retainage” for work performed by Claimant but not yet paid by the Debtor. Pursuant to the Agreement, Claimant was entitled to such retainage amounts either upon Substantial Completion of the project (Ex. 3, §5.1.7.3) or if final completion was materially delayed through no fault of the Claimant (Ex. 3, §5.1.7.8). Accordingly, pursuant to the Agreement and the Payment Application, Claimant was owed the total amount of \$491,884.00 (plus 1.5% monthly interest on any late/unpaid balances). The Debtor made a partial payment of \$100,00.00 towards that balance, leaving a remaining balance due of **\$391,884.00** (the “Claim Amount”).³

7. Under the Bankruptcy Code, a proof of claim filed with the bankruptcy court is deemed allowed unless a party in interest objects. 11 U.S.C. § 502(a). Rule 3001 requires a claimant to attach supporting documentation to a proof of claim. However, Section 502(b) does not identify “insufficient documentation” as a basis to disallow a claim. Section 501 only requires a creditor to timely file a proof of claim. Thus, failure to attach the required documentation does not automatically render the claim invalid. In re Hight, 393 B.R. 484, 493 (Bankr. S.D. Tex. 2008) (“[W]hile the Objection to Claim properly states that failure to comply with Rule 3001(c) is ‘improper,’ the Court notes that such a failure does not automatically render a claim invalid.”). Indeed, “the growing majority of bankruptcy courts and appellate courts have read 28 U.S.C. § 2075 and 11 U.S.C. § 502(b) as giving no discretion to disallow a claim for any reason other than those stated in § 502.” In re MacFarland, 462 B.R. 857, 880 (Bankr. S.D.Fla. 2011).

8. Rule 3001(c) does not create an independent ground for claim disallowance because

³ The Amended POC included an additional \$22,564.90, representing almost four-months of contract-rate interest of 1.5%, from October 1, 2019 through the Petition Date. However, after reviewing Claimant’s books and records, it appears that interest amount should not have been included. As such, Claimant stipulates to the removal of such interest amount from its Amended POC.

failure to comply is an evidentiary defect that only deprives a claim of its *prima facie* validity. *Id.* If a claimant supports his or her claim with sufficient facts or documentation, the claim is deemed *prima facie* valid. *In re Devonshire PGA Holdings LLC*, 548 B.R. 689, 697 (Bankr. D. Del. 2016) (citing *In re Allegheny Int'l, Inc.*, 954 F.2d 167, 173–74 (3d Cir.1992)). Here, the Claimant attached a copy of the Application to its initial Proof of Claim, and copies of both the Application and the Agreement are attached hereto. Claimant has therefore supported its claim with sufficient facts or documentation and the claim, as amended, should be deemed *prima facie* valid.

9. “To overcome this *prima facie* evidence, the objecting party must come forth with evidence which, if believed, would refute at least one of the allegations essential to the claim.” *Sherman v. Novak (In re Reilly)*, 245 B.R. 768, 773 (2d Cir. B.A.P. 2000) (citations omitted). Specifically, a proof of claim in a bankruptcy proceeding “cannot be defeated by mere formal objection and the sworn proof is to be treated as some evidence even when it is denied.” *In re Sabre Shipping Corp.*, 299 F. Supp. 97, 99 (S.D.N.Y. 1969). If the objector does not “introduce[] evidence as to the invalidity of the claim or the excessiveness of its amount, the claimant need offer no further proof of the merits of the validity and the amount of the claim.” 4 COLLIER ON BANKRUPTCY 502.03[3][f] (rev. ed. 2007).

10. It is Claimant’s position that the attached documentation confirms the project was “Substantially Completed” as that term is defined in the Agreement, and Claimant is therefore entitled to the balance of the contract, including all retainage amounts held back by the Debtor. However, even assuming, *arguendo*, that was not the case, to the extent Claimant was allegedly unable to complete the project, it is still entitled to receive all retainage amounts held back by the Debtor because any alleged failure to complete the project was through no fault of the Claimant.

11. Even assuming, *arguendo*, Claimant is not entitled to recover the Completed Work under the terms of the Agreement, it is still entitled to such amounts because it performed all tasks

requested of it by the Debtor, and such services satisfy the reasonableness standard established by Section 502(b)(4). See In re Delta Air Lines, 2010 WL 423279, *7 (Bankr. S.D.N.Y. Feb. 3, 2010) (citing In re Food Management Group, LLC, 2008 WL 2788738, *5 (Bankr. S.D.N.Y. July 16, 2008) (finding that value is synonymous with the concept of market value and does not require a showing that a claimant's services provided a tangible benefit to be deemed valuable). Claimant is also entitled to such amounts under the doctrine of quantum meruit, which is "the value of the services provided, not the value of the benefit received." Hynansky v. 1492 Hospitality Group, Inc., 2007 WL 2319191, *1 (Del.Super. Aug.15, 2007). The standard for measuring the value of the performance under quantum meruit is the amount for which such services could have been purchased from one in the plaintiff's position at the time and place the services were rendered. Id.

12. Even if Claimant did not provide a tangible benefit to the Debtor (which it clearly did), such tangible benefit need not be shown. Value for purposes of both Section 502(b)(4) and quantum meruit, to the extent they apply, is based on the concept of market value to the Debtor for such services. Here, the Claimant provided the benefit of the bargain for which the parties contracted under the Agreement – to wit, building out a new restaurant space in Dania Beach, Florida – which the Claimant substantially completed pursuant to the terms thereof. The Debtor partially paid for such services and there was a remaining balance due.

13. Under these circumstances, it would be inappropriate to reduce Claimant's claim as argued in the Objection. To the extent the Court believes Claimant's claim should not be allowed in the amount provided for in the Agreement between Claimant and Debtor (as identified in the Payment Application) but should instead be limited to the concept of value or reasonable value, Claimant respectfully requests that the Court set a further hearing to consider such issue and take any necessary evidence.

CONCLUSION

WHEREFORE, Creditor, ELFRINK CUSTOM CONSTRUCTION INC., respectfully requests this Court enter an order overruling the Objection as it relates to Amended Proof of Claim 10368 and grant such other and further relief as the Court deems just and proper under the circumstances.

Dated: November 1, 2021.

Respectfully submitted:

SHAPIRO, BLASI, WASSERMAN
& HERMANN, P.A.

/s/ Matthew S. Kish

Matthew S. Kish, Esq.

Fla. Bar No. 491640

7777 Glades Road, Suite 400

Boca Raton, Florida 33434

Phone: 561-477-7800

Fax: 561-477 7722

Email: mkish@sbwh.law

*Attorneys for creditor, ELFRINK CUSTOM
CONSTRUCTION INC.*

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on November 1, 2021, a true and correct copy of the foregoing was served upon all parties who are currently on the list to receive email notice/service for this case via the Court's CM/ECF System and/or U.S. mail/Federal Express to the parties listed below.

s/ Matthew S. Kish

Matthew S. Kish

Via FedEx Overnight Delivery:

Matthew Ward, Esq.

Morgan Patterson, Esq.

WOMBLE BOND DICKINSON (US) LLP

1313 N. Market Street, Ste 1200

Wilmington, DE 19801

*Attorneys for UMB Bank, N.A., in its capacity
as trustee of the BL Restaurants GUC Trust*

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James Adams, Esq.

Lauren Schlussel, Esq.



KELLY DRYE & WARREN LLP

3 World Trade Center

175 Greenwich Street

New York, NY 10007

*Attorneys for UMB Bank, N.A., in its capacity
as trustee of the BL Restaurants GUC Trust*

United States Bankruptcy Court for the District of Delaware BL Restaurants Holding, LLC Claims Processing Center c/o Epiq Corporate Restructuring, LLC P.O. Box 4419 Beaverton, OR 97076-4419		To submit your form online please go to https://epiqworkflow.com/cases/BarLouie Use your Mail ID for access. Your Mail ID is as follows: 161564249	
Name of Debtor: Case Number:		<div style="font-size: 2em; font-weight: bold;">RECEIVED</div> <div style="font-size: 1.2em; font-weight: bold;">MAR 16 2020</div>	
 BAR(23) MAILID *** 000161564249 *** BIE (CREDITOR.DBF,CREDNUM)CREDNUM # 1000010681***** ELFRINK CUSTOM CONSTRUCTION INC CHRISTOPHER L. ELFRINK 726 ONSLOW AVE OVIEDO FL 32765-8806		<div style="border: 1px solid black; padding: 5px;"> <input type="checkbox"/> Check box if the address on the envelope sent to you by the court needs to be updated. Identify your replacement address in Part 1 (Section 3) below. </div> <div style="text-align: center; font-weight: bold; font-size: 1.5em;">LEGAL SERVICES</div> Filed: USBC - District of Delaware BL Restaurants Holding, LLC, Et al (B10) 20-10156 (MFW)	
		<div style="font-size: 2em; font-weight: bold;">BIE</div>  0000000173	

Proof of Claim (Official Form 410)

04/19

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. With the exception of claims under 503(b)(9), do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503. Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim**1. Who is the current creditor?**

Name of the current creditor (the person or entity to be paid for this claim): ELFRINK CUSTOM CONSTRUCTION, INC.

Other names the creditor used with the debtor: _____

2. Has this claim been acquired from someone else? ☒ No ☐ Yes. From whom? _____**3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)**

Where should notices to the creditor be sent?

ELFRINK CUSTOM CONSTRUCTION, INC.
 Name ATTN: CHRISTOPHER L. ELFRINK
650 KANE CT.
 Number Street
OVIEDO FL 32765
 City State ZIP Code

Country (if International): _____

Office 407-365-8538
 Contact phone: 321-689-0411
 Cell _____

Contact email: Chris@ElfrinkCustom.com

Where should payments to the creditor be sent?
 (if different)

ELFRINK CUSTOM CONSTRUCTION, INC.
 Name ATTN: CHRISTOPHER L. ELFRINK
650 KANE CT.
 Number Street
OVIEDO FL 32765
 City State ZIP Code

Country (if International): _____

Office 407-365-8538
 Contact phone: 321-689-0411 CELL

Contact email: Chris@ElfrinkCustom.com

4. Does this claim amend one already filed?

☒ No

☐ Yes. Claim number on court

claims register (if known) _____

Filed on _____

MM / DD / YYYY

5. Do you know if anyone else has filed a proof of claim for this claim?

☒ No

☐ Yes. Who made the earlier filing? _____

Part 2: Give Information About the Claim as of the Date the Case Was Filed**6. Do you have any number you use to identify the debtor?**

☒ No

☐ Yes.

Last 4 digits of the debtor's account or any number you use to identify the debtor: _____

7. How much is the claim?

\$ 214,402.12

Does this amount include interest or other charges?

☒ No

☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim?

Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information.

SERVICES PERFORMED

EXHIBIT 1

9. Is all or part of the claim secured?

☒ No☐ Yes. The claim is secured by a lien on property.

Nature of property:

☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (official Form 410-A) with this *Proof of Claim*.☐ Motor vehicle☐ Other. Describe: _____

Basis for perfection: _____

Attach redacted copies of documents, if any, that show evidence of perfection of security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: \$ _____

Amount of the claim that is secured: \$ _____

Amount of the claim that is unsecured: \$ _____

(The sum of the secured and unsecured amounts should match the amount in line 7.)

Amount necessary to cure any

default as of the date of the petition: \$ _____

Annual Interest Rate (when case was filed) _____ %

☐ Fixed ☐ Variable

10. Is this claim based on a lease?

☒ No☐ Yes. Amount necessary to cure any default as of the date of petition.

\$ _____

11. Is this claim subject to a right of setoff?

☒ No☐ Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

☒ No☐ Yes. Check one:☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).☐ Up to \$3,025* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).☐ Wages, salaries, or commissions (up to \$13,650*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).☐ Other. Specify subsection of 11 U.S.C. § 507 (a)() that applies.

* Amounts are subject to adjustment on 4/01/22 and every 3 years after that for cases begun on or after the date of adjustment.

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

Amount entitled to priority

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

13. Does this claim qualify as an Administrative Expense under 11 U.S.C. § 503(b)(9)?

☒ No☐ Yes. Amount that qualifies as an Administrative Expense under 11 U.S.C. § 503(b)(9): \$ _____

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☒ I am the creditor.☐ I am the creditor's attorney or authorized agent.☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.☐ I am a guarantor, surety, endorser, or other co-debtor. Bankruptcy Rule 3005.I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date

3/11/2020
MM / DD / YYYY

Signature

Print the name of the person who is completing and signing this claim:

Name

CHRISTOPHER LOUIS RIFKIN
First name Middle name Last name

Title

PRESIDENT

Company

RIFKIN Custom Const. Inc.

Identify the corporate servicer as the company if the authorized agent is a servicer.

Address

650 KANE CT
Number Street

Oviedo, FL

City

FL

State

32765

ZIP Code

Contact Phone

407-365-8538

Email

CHRIS@RIFKINCUSTOM.COM

EXHIBIT 1

AIA Document G702™ – 1992

Application and Certificate for Payment

3172

TO OWNER: BL Restaurants Corporation, LLC 4550 Beltway Drive Addison, TX 75001	PROJECT: Bar Louie Dania Pointe Bar Louie Dania Pointe 176 North Pointe Drive Dania Beach, FL 33004	APPLICATION NO: 004 PERIOD TO: September 10, 2019	Distribution to: OWNER: <input type="checkbox"/> ARCHITECT: <input type="checkbox"/> CONTRACTOR: <input type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
FROM Efrink Custom Construction, Inc. CONTRACTOR: P.O. Box 621756 Oviedo, Florida 32762-1756	VIA ARCHITECT: Barker Nestor, Inc. 600 W Cermak Rd. #3C Chicago, Ill. 60616	CONTRACT FOR: General Construction CONTRACT DATE: May 06, 2019 PROJECT NOS: Barker Nestor, Inc. / Efrink Custom Construction, Inc. / BL Restaurants Corporation, LLC	

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	\$1,188,300.00
2. NET CHANGE BY CHANGE ORDERS	\$52,213.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$1,240,513.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$1,178,323.00
5. RETAINAGE:	
a. 10.00 % of Completed Work (Column D, + E on G703)	\$117,852.30
b. 0 % of Stored Material (Column F on G703)	\$0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$117,852.30
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$1,060,670.70
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$748,629.00
8. CURRENT PAYMENT DUE	\$312,041.70
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$179,842.30

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$43,371.00	\$0.00
Total approved this Month	\$8,842.00	\$0.00
TOTALS	\$52,213.00	\$0.00
NET CHANGES by Change Order		\$52,213.00

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

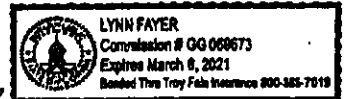
By: [Signature] Date: September 10, 2019
State of Florida

County of: Seminole

Subscribed and sworn to before me this 10 day of Sept 2019

Notary Public:
[Signature]

My Commission expires: known to me



ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$312,041.70
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: _____

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

AIA Document G702™ – 1992. Copyright © 1953, 1963, 1966, 1971, 1978, 1983 and 1992 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 13:20:17 ET on 08/10/2019 under Order No. 2673776518 which expires on 08/13/2020, and is not for resale. (369ADA64)

EXHIBIT 1

ELFRINK CUSTOM CONSTRUCTION
650 KANE COURT
OVIEDO, FL 32765

BL RESTAURANTS HOLDING
LLC CLAIMS PROCESSING CENTER
40 EPIGI CORPORATE RESTRUCTURING LLC
10300 SW ALLEN BLVD.
BEAVERTON, OR 97005

EXHIBIT 1

FedEx Ship Manager - Print Your Label(s)

3/11/2020

ORIGIN ID: SFBA (407) 365-8538
CHRIS ELFRINK

850 KANE COURT

OVEDO, FL 32785
UNITED STATES US

SHIP DATE: 11MAR20
ACTWGT: 1.00 LB
CAD: 106091225ANET4220

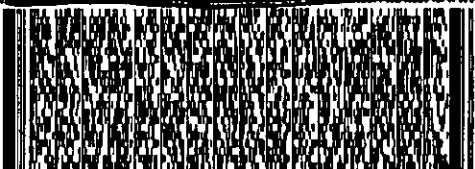
BILL SENDER

TO PROCESSING CENTER
BL RESTAURANTS HOLING LLC CLAIMS
C/O EPIQ CORP RESTRUCTURE LLC
10300 SW ALLEN BLVD
BEAVERTON OR 97005

588.D64EDFE4A

(407) 365-8538
INV. REF.
PO.

DEPT:



MON - 16 MAR 4:30P
EXPRESS SAVER

TRK# 7779 8925 6681
0201

SH BNOA 97005
OR-US PDX



RECEIVED

MAR 16 2020

LEGAL SERVICES

EXHIBIT 1

After printing this label:

1. Use the "Print" button on this page to print your label to your laser or inkjet printer.
2. Fold the printed page along the horizontal line.
3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

Warning: Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in additional billing charges, along with the cancellation of your FedEx account number. Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com. FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$1,000, e.g. jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits, see current FedEx Service Guide.

United States Bankruptcy Court for the District of Delaware	Your Mail ID is 161564249
Name of Debtor: BL Restaurant Operations, LLC Case Number: 20-10157	For Court Use Only Claim Number: 0000010368 File Date: 04/23/2020 09:30:40

Proof of Claim (Official Form 410)

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. With the exception of 503(b)(9), do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503. Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571. Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

04/19

Part 1: Identify the Claim	
1. Who is the current creditor? Name of the current creditor (the person or entity to be paid for this claim): <u>ELFRINK CUSTOM CONSTRUCTION INC</u> Other names the creditor used with the debtor: _____	
2. Has this claim been acquired from someone else? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	
Where should notices to the creditor be sent? Name <u>ELFRINK CUSTOM CONSTRUCTION INC</u> Address <u>Matthew S. Kish, Esq.</u> <u>Shapiro Blasi, et al.</u> <u>7777 Glades Road, Suite 400</u> City <u>Boca Raton</u> State <u>FL</u> ZIP Code <u>33434</u> Country (if International): <u>United States</u> Phone: <u>561-477-7800</u> Email: <u>mkish@sbwh.law</u>	Where should payments to the creditor be sent? (if different) Name <u>Christopher Elfrink</u> Address <u>Elfrink Custom Construction Inc.</u> <u>650 Kane Court</u> City <u>Oviedo</u> State <u>FL</u> ZIP Code <u>32765</u> Country (if International): <u>United States</u> Phone: <u>407-365-8538</u> Email: <u>chris@elfrinkcustom.com</u>
4. Does this claim amend one already filed? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Claim number on court claims register (if known) <u>173</u> Filed on <u>2020-03-16</u> <div style="text-align: center;">MM / DD / YYYY</div>	5. Do you know if anyone else has filed a proof of claim for this claim? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Who made the earlier filing? <u>Christopher Elfrink</u>

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor?

☒ No

☐ Yes.

Last 4 digits of the debtor's account or any number you use to identify the debtor:

7. How much is the claim?

414,448.00

\$

Does this amount include interest or other charges?

☐ No

☒ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim?

Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information.

Contract/Executory Contract

9. Is all or part of the claim secured?

☒ No

☐ Yes. The claim is secured by a lien on property.

Nature of property:

☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (official Form 410-A) with this *Proof of Claim*.

☐ Motor vehicle

☐ Other. Describe:

Basis for perfection:

Attach redacted copies of documents, if any, that show evidence of perfection of security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property:

\$

Amount of the claim that is secured:

\$

Amount of the claim that is unsecured:

(The sum of the secured and unsecured amounts should match the amount in line 7.)

Amount necessary to cure any

default as of the date of the petition:

\$

Annual Interest Rate (when case was filed)

%

☐ Fixed ☐ Variable

10. Is this claim based on a lease?

☒ No

☐ Yes. Amount necessary to cure any default as of the date of petition.

\$

11. Is this claim subject to a right of setoff?

☒ No

☐ Yes. Identify the property:

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

☒ No

☐ Yes. Check one:

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

☐ Up to \$3,025* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

☐ Wages, salaries, or commissions (up to \$13,650*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

☐ Other. Specify subsection of 11 U.S.C. § 507 (a) () that applies.

* Amounts are subject to adjustment on 4/01/22 and every 3 years after that for cases begun on or after the date of adjustment.

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

Amount entitled to priority

\$

\$

\$

\$

\$

\$

13. Does this claim qualify as an Administrative Expense under 11 U.S.C. § 503(b)(9)?

☒ No

☐ Yes. Amount that qualifies as an Administrative Expense under 11 U.S.C. § 503(b)(9):

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

- ☐ I am the creditor.
- ☒ I am the creditor's attorney or authorized agent.
- ☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
- ☐ I am a guarantor, surety, endorser, or other co-debtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Matthew Kish

04/23/2020 09:30:40

Signature

Date

Provide the name and contact information of the person completing and signing this claim:

Name Matthew Kish, Esq.

Address Shapiro Blasi, et al.

7777 Glades Road

Suite 400

City Boca Raton

State FL Zip 33434

Country (in International) United States

Phone 5614777800

Email mkish@sbwh.law

Contract rate interest (1.5%) from October 1, 2019 through Janaury 26, 2020

Oct-19	\$ 5,878.25
Nov-19	\$ 5,878.25
Dec-19	\$ 5,878.25
Jan-20	\$ 4,930.15
Total	\$ 22,564.90

AIA® Document A101™ – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Sixth day of May in the year Two Thousand Nineteen
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

BL Restaurants "Operations", LLC, Limited Liability Company
4550 Beltway Drive
Addison, TX 75001
Telephone Number: 814-494-6785

and the Contractor:
(Name, legal status, address and other information)

Elfrink Custom Construction, Inc., Professional Corporation
P.O. Box 621756
Oviedo, Florida 32762-1756
Telephone Number: 407-365-8538
*Fax Number: 407-365-1901

for the following Project:
(Name, location and detailed description)

Bar Louie Dania Pointe
Bar Louie Dania Pointe
176 North Pointe Drive
Dania Beach, FL 33004
Interior Alteration for new restaurant

The Architect:
(Name, legal status, address and other information)

Barker Nestor, Inc., Professional Corporation
600 W Cermak Rd. #3C
Chicago, Ill. 60616
Telephone Number: 847-763-1692

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101™–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

☐ The date of this Agreement.

☒ A date set forth in a notice to proceed issued by the Owner.

☐ Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

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EXHIBIT 3

(Check one of the following boxes and complete the necessary information.)

[**AUGUST 23, 2019**] Not later than ninety-eight (98) calendar days from the date of commencement of the Work.

[] By the following date: May 20, 2019

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Million One Hundred Eighty-eight Thousand Three Hundred Dollars and Zero Cents (\$ 1,188,300.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
See attached "Exhibit B"	

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
See attached "Exhibit B"		

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
------	-------

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

N/A

§ 4.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

All change orders will be allowed a 10% mark up for overhead and profit.

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ARTICLE 5 PAYMENTS**§ 5.1 Progress Payments**

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

- 10% at project commencement,
- 25% at 35% completion
- 35% at 70% completion,
- 20% at 100% completion
- 10% upon receipt of all final Releases

§ 5.1.3 Provided that an Application for Payment is received by the Architect . If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than fifteen business (15 business) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- 1 That portion of the Contract Sum properly allocable to completed Work;
- 2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- 3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- 1 The aggregate of any amounts previously paid by the Owner;
- 2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- 3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- 4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- 5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

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(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

10%

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

N/A

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

N/A

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201-2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- 1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- 2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

1.5 % Per month

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

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(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201-2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

☒ [X] Arbitration pursuant to Section 15.4 of AIA Document A201-2017

☐ [] Litigation in a court of competent jurisdiction

☐ [] Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201-2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

Actual Cost

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

Chris Ewing
4550 Beltway Drive
Addison, TX 75001

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)


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(389ADA43)

Christopher L. Elfrink

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- 1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- 2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds
- 3 AIA Document A201™-2017, General Conditions of the Contract for Construction
- 4 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

5 Drawings

Number	Title	Date
See attached "Exhibit C"		

6 Specifications

Section	Title	Date	Pages

7 Addenda, if any:

Number	Date	Pages

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Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

☐ AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

☐ The Sustainability Plan:

Title	Date	Pages
N/A		


☐ Supplementary and other Conditions of the Contract:

Document	Title	Date	P ages
Exhibit A	Insurance Certificate	May 7, 2019	1
Exhibit B	Bid Alternates	May 6, 2019	2
Exhibit C	List of Drawings	May 6, 2019	2
Exhibit D	Qualifications to Bid	April 24, 2019	2
Exhibit E	Bid Breakdown Sheet- Dania Pointe	April 19, 2019	2

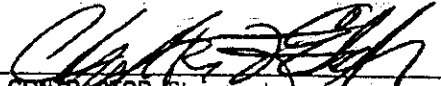
9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

This Agreement entered into as of the day and year first written above.

 5/29/19
OWNER (Signature)

Trey Noonan
(Printed name and title)

 06/17/19
CONTRACTOR (Signature)

Christopher L. Elfrink, President
(Printed name and title)

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WWW.ELFRINKCUSTOM.COM

ELFRINK CUSTOM CONSTRUCTION, INC.
Post Office Box 621756, Oviedo, Florida 32762-1756
(407) 365-8538
Fax (407) 365-1901

May 6, 2019

Exhibit B

Bar Louie

Dania Pointe

Project Alternates:

2A) Install Clear Seal in lieu of Quarry Tile at Bar & Service Areas. (Exclude Cook & Ware Wash Areas 770 sq. ft.)- Credit \$4,800.

2B) Install Epoxy Flooring and Coved Base in lieu of Quarry Tile at Bar and Service Area. (Excluding Cook & Wash Ware areas- 770 sq. ft.) – Add \$3,000

4) Omit painting exposed spiral duct. Provide galvanized grilles in lieu of primed white. Credit will be minimal as white is a standard diffuser color and galvanized would be special order. If ductwork is not painted, it would have to be protected and would not be a cost savings.

5) Install straight soffit in lieu of curved soffit. Credit \$1,300

6) Omit curved soffit completely. Credit \$2,300

7) Install pvc drain lines. Included, no cost change.

9) Construct raised platform with composite framing in lieu of concrete. Add \$6,900

10) Install suspended ceiling over Bar. Add \$2,800

13) Omit raise platform, railing and ramp. \$10,40

18) Install gypsum board, tape & mud at adjacent tenant side of demising wall. Add \$4,900.

19) Provide solid phenolic toilet partitions in lieu of steel partitions. Plans call for Solid Polymer type which is basically the same price as Phenolic. Add for Stainless Steel Partitions- \$1,500.

20) In lieu of Toilet Room slab doors, provide in a cost for wood (2) panel shaker style doors. Add \$600. (fyi, the location in Oviedo has 2 panel doors with the upper panel frosted glass)

30) Install stone wall finish in lieu of brick. Credit \$1,500 pending stone spec.



Elfrink Custom Construction, Inc.

Bar Louie - Davis Pointe

May 6, 2019

Exhibit C

NO	SHEET	DESCRIPTION	DATE	REV 1	REV 2	REV 3	REV 4
ARCHITECTURAL							
1	TS	PARTIAL EXISTING SITE PLAN	12/28/2018	3/25/2019	3/25/2019	3/25/2019	3/25/2019
2	CS.1	RESPONSIBILITY MATRIX	12/28/2018	3/25/2019	3/25/2019	3/25/2019	3/25/2019
3	CS.2	ACCESSIBILITY CLEARANCES	12/28/2018	3/25/2019	3/25/2019	3/25/2019	3/25/2019
4	A1	CODE ANALYSIS	12/28/2018	3/25/2019	3/25/2019	3/25/2019	3/25/2019
5	A2	CONSTRUCTION PLAN KEYNOTES	12/28/2018	3/25/2019	3/25/2019	3/25/2019	3/25/2019
6	A2.1	EXISTING ROOF PLAN	12/28/2018	3/25/2019	3/25/2019	3/25/2019	3/25/2019
7	A3	REFLECTED CEILING PLAN KEYNOTES	12/28/2018	3/25/2019	3/25/2019	3/25/2019	3/25/2019
8	A3.1	REFLECTED CEILING DIMENSION PLAN	12/28/2018	3/25/2019	3/25/2019	3/25/2019	3/25/2019
9	A3.2	FIXTURES & FURNISHINGS SCHEDULE	12/28/2018	3/25/2019	3/25/2019	3/25/2019	3/25/2019
10	A4	EQUIPMENT PLAN KEYNOTES	12/28/2018	3/25/2019	3/25/2019	3/25/2019	3/25/2019
11	A4.1	SEATING COUNT SUMMARY	12/28/2018	3/25/2019	3/25/2019	3/25/2019	3/25/2019
12	A5	CONCRETE SLAB GENERAL NOTES	12/28/2018	3/25/2019	3/25/2019	3/25/2019	3/25/2019
13	A5.1	FLOOR FINISH PLAN KEYNOTES	12/28/2018	3/25/2019	3/25/2019	3/25/2019	3/25/2019
14	A6	INTERIOR ELEVATION	12/28/2018	3/25/2019	3/25/2019	3/25/2019	3/25/2019
15	A6.1	INTERIOR ELEVATION NOTES	12/28/2018	3/25/2019	3/25/2019	3/25/2019	3/25/2019
16	A6.2	KITCHEN/OFFICE ELEVATIONS KEYNOTES	12/28/2018	3/25/2019	3/25/2019	3/25/2019	3/25/2019
17	A7	TOILET ACCESSORY SCHEDULE	12/28/2018	3/25/2019	3/25/2019	3/25/2019	3/25/2019
18	A8	BACK BAR ELEVATION	12/28/2018	3/25/2019	3/25/2019	3/25/2019	3/25/2019
19	A8.1	FINISH SYMBOL LEGEND	12/28/2018	3/25/2019	3/25/2019	3/25/2019	3/25/2019
20	A9	SODA GUN HOLSTER	12/28/2018	3/25/2019	3/25/2019	3/25/2019	3/25/2019
21	A9.1	BAR DETAILS	12/28/2018	3/25/2019	3/25/2019	3/25/2019	3/25/2019
22	A10	TYPICAL DETAILS	12/28/2018	3/25/2019	3/25/2019	3/25/2019	3/25/2019
23	A10.1	DETAILS	12/28/2018	3/25/2019	3/25/2019	3/25/2019	3/25/2019
24	A11	DETAILS	12/28/2018	3/25/2019	3/25/2019	3/25/2019	3/25/2019
25	A12	EXTERIOR ELEVATION KEYNOTES	12/28/2018	3/25/2019	3/25/2019	3/25/2019	3/25/2019
26	A12.1	EXTERIOR ELEVATION AWNINGS & SIGNAGE	12/28/2018	3/25/2019	3/25/2019	3/25/2019	3/25/2019
27	A13	FINISH & DOOR SCHEDULES	12/28/2018	3/25/2019	3/25/2019	3/25/2019	3/25/2019
28	S1.1	STRUCTURAL SPECIFICATION	12/17/2018	3/25/2019		3/25/2019	
29	S1.2	STRUCTURAL ROOF FRAMING & RTU SUPPORT DET.	12/17/2018	3/25/2019		3/25/2019	
30	S1.3	STRUCTURAL RTU SUPPORT DETAILS	12/17/2018	3/25/2019		3/25/2019	
31	S1.4	STRUCTURAL WALL DETAILS	12/17/2018	3/25/2019		3/25/2019	
32	EQ1	MEP SPECIFICATIONS	12/17/2018	3/15/2019	3/15/2019	3/15/2019	3/15/2019
33	PME1	MEP GENERAL NOTES	12/17/2018	3/15/2019	3/15/2019	3/15/2019	3/15/2019
34	P1	PLUMBING WASTE & VENT PLAN	12/17/2018	3/15/2019	3/15/2019	3/15/2019	3/15/2019
35	P2	PLUMBING WATER & GAS PLAN	12/17/2018	3/15/2019	3/15/2019	3/15/2019	3/15/2019
36	P3	PLUMBING SCHEDULES & DETAILS	12/17/2018	3/15/2019	3/15/2019	3/15/2019	3/15/2019
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38	M1	HVAC PLAN	12/17/2018	3/15/2019	3/15/2019	3/15/2019	3/15/2019
39	M2	MECHANICAL SCHEDULES	12/17/2018	3/15/2019	3/15/2019	3/15/2019	3/15/2019

Pg 2 of 2



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ELFRINK CUSTOM CONSTRUCTION, INC.
Post Office Box 621756, Oviedo, Florida 32762-1756
(407) 365-8538
Fax (407) 365-1901

May 6, 2019

Exhibit B

Bar Louie

Dania Pointe

Project Alternates:

- 2A) Install Clear Seal in lieu of Quarry Tile at Bar & Service Areas. (Exclude Cook & Ware Wash Areas 770 sq. ft.)- Credit \$4,800.**
- 2B) Install Epoxy Flooring and Coved Base in lieu of Quarry Tile at Bar and Service Area. (Excluding Cook & Wash Ware areas- 770 sq. ft.) – Add \$3,000**
- 4) Omit painting exposed spiral duct. Provide galvanized grilles in lieu of primed white. Credit will be minimal as white is a standard diffuser color and galvanized would be special order. If ductwork is not painted, it would have to be protected and would not be a cost savings.**
- 5) Install straight soffit in lieu of curved soffit. Credit \$1,300**
- 6) Omit curved soffit completely. Credit \$2,300**
- 7) Install pvc drain lines. Included, no cost change.**
- 9) Construct raised platform with composite framing in lieu of concrete. Add \$6,900**
- 10) Install suspended ceiling over Bar. Add \$2,800**
- 13) Omit raise platform, railing and ramp. \$10,40**
- 18) Install gypsum board, tape & mud at adjacent tenant side of demising wall. Add \$4,900**
- 19) Provide solid phenolic toilet partitions in lieu of steel partitions. Plans call for Solid Polymer type which is basically the same price as Phenolic. Add for Stainless Steel Partitions- \$1,500.**

20) In lieu of Toilet Room slab doors, provide in a cost for wood (2) panel shaker style doors. Add \$600. (fyi, the location in Oviedo has 2 panel doors with the upper panel frosted glass)

30) Install stone wall finish in lieu of brick. Credit \$1,500 pending stone spec.



Elfrink Custom Construction, Inc.
Bar Louie - Danis Pointe

May 6, 2019

Exhibit C

NO	SHEET	DESCRIPTION	DATE	REV 1	REV 2	REV 3	REV 4
ARCHITECTURAL							
1	TS	PARTIAL EXISTING SITE PLAN	12/28/2018	3/25/2019	3/25/2019	3/25/2019	3/25/2019
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39	M2	MECHANICAL SCHEDULES	12/17/2018	3/15/2019	3/15/2019	3/15/2019	3/15/2019

Pg 1 of 2

EXHIBIT 3

cont..

[illegible]



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ELFRINK CUSTOM CONSTRUCTION, INC.

Post Office Box 621756, Oviedo, Florida 32762-1756

(407) 365-8538

Fax (407) 365-1901

EXHIBIT D

April 24, 2019

Bar Louie

Dania Pointe

Dania Beach , Florida

Qualifications To Bid:

- General- 1) Permit costs are not included in our bid. 2) No site work included. 3) No cost is included for special testing, engineering or engineered shop drawings 4) Per my site visit, Dania Point is to provide temporary power and a lay down / storage container area at no additional cost
- Signage is to be provided and installed by others. We have included backing and electrical service for these signs
- Brick Work- the plans do not specify a mortar color. Depending on the mortar color choice, this could be an extra cost.
- Carpentry- 1) We have included all running trim and wainscot panels as shown on the drawings. 2) We have included all Bar Cabinets and a quartz counter tops. 3) We have included the Bar Trellis metal framing and wood trim. The steel tubing associated with this trellis is to be owner provided for our installation. 4) The office millwork shown will be provided and installed by us. 5) Window Blinds are provided and installed by others.
- Roofing- our roofer is the Base Building Roofing Contractor.
- Doors- the rear door and frame is to be provided and installed by the Developer. We have included adding a Detex, Peep Hole and Kick Plate as shown.
- Storefront- The blueprints and "Supplement To Bidders" directives does not provide a system that will meet the needs for this project per code. We have included an impact system that will meet code. This system is by Truelite and will have the Clear anodized frame finish you have requested with impact glass. Panic devices on the doors are not shown or included. Custom door handles are to be owner provided.
- Countertops- we have included a mid-ranged Quartz for the cabinet tops in our bid. My countertop contractor would not provide a cost for the marble tops per the spec you provided me stating that this would not hold up. I will have to go to another company if marble is your choice.

- Louvered Posts- There is a note on Sheet A2 on the Patio for (2) Louvered Covered Posts. We assume that this is being done by others and is not included in our bid. No information provided.
- Sprinkler System- 1) our Sprinkler Contractor is the Base Building Sprinkle Contractor. 2) No work is included on the exterior of this space.
- Fire Alarm- it seems to be unclear who the base building Fire Alarm Contractor is at this point for this Building "M". We have a cost from the Fire Alarm contractor that has done other Buildings at Dania Pointe. If we must use another contractor, our price is subject to change.
- HVAC- 1) The hood system is to be owner provided and GC installed. 2) We have included the SS Wall Panels behind this Hood. 3) Ansul System is by the owner.
- Plumbing- 1) Water Softener, Ansul Valves, Regulators or Solenoid Valves are to be Owner provided.
- Electrical- 1) Per my site visit, we have included 270 lf of secondary feeders in our bid. We have also included 60 lf on secondary conduit to extend from the point the developer is stubbing into the space, to the new service location 2) Light fixtures and service panels are to be provided by the owner for our installation. The only Fixtures we have included are types "F", "W", "X1" & "X2". 3) Low voltage wiring is to be provided by the owner. We have included all raceways.
- If any of these items are not correct or need to be modified, please let me know and I will adjust our bid accordingly

EXHIBIT E

Contractor: Elfrink Construction

Contact: Todd Faiello

407-365-8538

Bar Louie - Bid Breakdown Sheet - Dania Pointe

Bid Due Date: 4/19/2019

CSI #	Description	Contractor	notes or comments
1000	General Requirements		
	Supervision	\$ 30,800.00	
	Labor	\$ 8,400.00	
	Testing		No special testing or engineering included
	Final Clean	\$ 6,500.00	
	Trash Roll Off	\$ 6,300.00	Dania Plaza Fee @ \$1 per sq ft
	Temporary Utilities	\$ 5,400.00	Dania Plaza Fee for Restrooms & Logistics \$0.85 sq ft
	Contractor Miscellaneous	\$ 40,400.00	Per diem, equipment rental, trailer, fire extinguishers
	Subsistence		insurance
	General Requirements Total	\$ 97,800.00	
2000	Site Work		
	Demolition		
	Site Utilities		
	Asphalt/Paving		
	Landscaping/Irrig.		
	Site Work Other		
	Grease Trap		
	Site Work Total	\$ -	
3000	Concrete		
	Slabs/Flatwork	\$ 39,300.00	
	Conc. Pumping		
	Core and Cut		
	Concrete Others		
	Concrete Total	\$ 39,300.00	
4000	Masonry		
	Brick or Block Work	\$ 14,900.00	
	Masonry Other		
	Masonry Total	\$ 14,900.00	
5000	Metals		
	Railings	\$ 31,800.00	
	Metals Others	\$ 25,200.00	
	Metals Total	\$ 57,000.00	
6000	Woods and Plastics		
	Rough Carpentry	\$ 8,500.00	
	Finish Carpentry	\$ 81,400.00	
	Furn & Install Millwork	\$ 43,850.00	
	Woods and Plastics Total	\$ 133,750.00	
7000	Thermal and Moisture		
	Fire Proofing		
	Roofing	\$ 9,400.00	
	Insulation	\$ 4,300.00	
	Caulking	\$ 2,500.00	
	Thermal and Moisture Other		
	Thermal and Moisture Total	\$ 16,200.00	
8000	Doors and Glass		
	Interior Doors and Frames	\$ 7,250.00	
	Storefront	\$ 58,850.00	Impact System by Trulite to match Plaza. Not per Plans
	Wood Entry Doors		
	Hardware	\$ 4,350.00	

EXHIBIT 3

	Mirrors	\$ 1,400.00	
	Doors and Glass Others	\$ 31,800.00	(3) Clo-Pay Doors
	Doors and Glass Total	\$ 103,650.00	
9000	Finishes		
	Exterior Stucco	\$ 21,250.00	
	Drywall/Finish	\$ 81,700.00	
	Ceramic Tile (Flooring)	\$ 16,100.00	
	Ceramic Tile (FOH Decoration)	\$ 3,200.00	Mosaic
	Quarry Tile	\$ 26,050.00	
	Concrete Stain & Sealer	\$ 6,850.00	
	Wood Flooring		
	Floor Prep	\$ 1,500.00	
	Acoustical Ceiling	\$ 10,200.00	
	Painting	\$ 24,500.00	
	FRP Paneling	\$ 9,400.00	
	Install Paneling		
	Finishes Other	\$ 4,600.00	Stainless Steel Wall Panels and outside corners
	Finishes Total	\$ 205,350.00	
1000	Specialties		
	Barthroom Partitions	\$ 5,950.00	
	Bathroom Accessories	\$ 2,400.00	
	Furnishings		
	Elevator/Lift		
	Granite	\$ 28,000.00	Bid as mid level Quartz. Marble not included
	Specialties Other		No louvered covered posts at Patio.(no info provided)
	Specialties Total	\$ 36,350.00	
1500	Mechanical		
	Plumbing	\$ 119,100.00	
	Fire Sprinkler	\$ 15,400.00	
	HVAC	\$ 107,700.00	
	Test and Balance report	\$ 3,200.00	
	Grease Duct Fire Wrap/Shaft	\$ 18,000.00	
	Mechanical Other		
	Mechanical Total	\$ 263,400.00	
1600	Electrical		
	Electrical	\$ 119,150.00	
	Panels/Service		
	Fire Alarms	\$ 15,700.00	
	Low Voltage Wiring (POS, Phone)		
	Electrical Other		
	Electrical Total	\$ 134,850.00	
	Subtotal	\$ 1,102,550.00	
	OH & P	\$ 85,750.00	
	Subtotal	\$ 1,188,300.00	
	Tax		
	GC Total	\$ 1,188,300.00	

	Bid Alternates		
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AIA Document G702™ – 1992

Application and Certificate for Payment

TO OWNER: BL Restaurants Corporation, LLC
4550 Beltway Drive
Addison, TX 75001

PROJECT: Bar Louie Dania Pointe
Bar Louie Dania Pointe
176 North Pointe Drive
Dania Beach, FL 33004

APPLICATION NO: 004
PERIOD TO: September 10, 2019

CONTRACT FOR: General Construction
CONTRACT DATE: May 06, 2019
PROJECT NOS: Barker Nestor, Inc. / Elfrink Custom Construction, Inc. / BL Restaurants Corporation, LLC

FROM CONTRACTOR: Elfrink Custom Construction, Inc.
P.O. Box 621756
Oviedo, Florida 32762-1756

VIA ARCHITECT: Barker Nestor, Inc.
600 W Cermak Rd. #3C
Chicago, Ill. 60616

Distribution to:
OWNER: ☐
ARCHITECT: ☐
CONTRACTOR: ☐
FIELD: ☐
OTHER: ☐

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM \$1,188,300.00

2. NET CHANGE BY CHANGE ORDERS \$52,213.00

3. CONTRACT SUM TO DATE (Line 1 + 2) \$1,240,513.00

4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$1,178,523.00

5. RETAINAGE:

a. 10.00 % of Completed Work (Column D + E on G703) \$117,852.30

b. 0 % of Stored Material (Column F on G703) \$0.00

Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$117,852.30

6. TOTAL EARNED LESS RETAINAGE \$1,060,670.70 (Line 4 Less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$748,629.00 (Line 6 from prior Certificate)

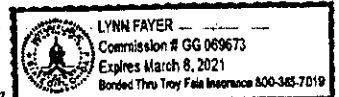
8. CURRENT PAYMENT DUE \$312,041.70

9. BALANCE TO FINISH, INCLUDING RETAINAGE \$179,842.30 (Line 3 less Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$43,371.00	\$0.00
Total approved this Month	\$8,842.00	\$0.00
TOTALS	\$52,213.00	\$0.00
NET CHANGES by Change Order		\$52,213.00

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

CONTRACTOR: *[Signature]* Date: September 10, 2019
By: *[Signature]*
State of Florida
County of: Seminole
Subscribed and sworn to before me this 10 day of Sept 2019
Notary Public: *[Signature]*
My Commission expires: *[Signature]*



ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$312,041.70
(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: _____ Date: _____
By: _____
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

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EXHIBIT 4

AIA Document G703™ - 1992

Continuation Sheet

AIA Document, G702™-1992, Application and Certification for Payment, or G736™-2009, Project Application and Project Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.
In tabulations below, amounts are in US dollars.

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

APPLICATION NO:

004

APPLICATION DATE:

September 10, 2019

PERIOD TO:

September 10, 2019

ARCHITECT'S PROJECT NO:

Barker Nestor, Inc.

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G + C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	Supervision	30,800.00	24,000.00	6,800.00	0.00	30,800.00	100.00%	0.00	0.00
2	Labor	8,400.00	6,000.00	2,400.00	0.00	8,400.00	100.00%	0.00	0.00
3	Final Clean	6,500.00	0.00	0.00	0.00	0.00	0.00%	6,500.00	0.00
4	Trash Rool Off	6,300.00	4,500.00	1,800.00	0.00	6,300.00	100.00%	0.00	0.00
5	Temp Utilities	5,400.00	4,000.00	1,400.00	0.00	5,400.00	100.00%	0.00	0.00
6	Contractor Miscellaneous	40,400.00	37,000.00	3,400.00	0.00	40,400.00	100.00%	0.00	0.00
7	Slabs/Flatwork	39,300.00	39,300.00	0.00	0.00	39,300.00	100.00%	0.00	0.00
8	Brick or Block Work	14,900.00	14,900.00	0.00	0.00	14,900.00	100.00%	0.00	0.00
9	Railings	31,800.00	21,000.00	0.00	0.00	21,000.00	66.04%	10,800.00	0.00
10	Metals Others	25,200.00	25,200.00	0.00	0.00	25,200.00	100.00%	0.00	0.00
11	Rough Carpentry	8,500.00	5,500.00	3,000.00	0.00	8,500.00	100.00%	0.00	0.00
12	Finish Carpentry	81,400.00	25,000.00	56,400.00	0.00	81,400.00	100.00%	0.00	0.00
13	Furn & Install Millwork	43,850.00	10,000.00	25,000.00	0.00	35,000.00	79.82%	8,850.00	0.00
14	Roofing	9,400.00	9,400.00	0.00	0.00	9,400.00	100.00%	0.00	0.00
15	Insulation	4,300.00	4,300.00	0.00	0.00	4,300.00	100.00%	0.00	0.00
16	Caulking	2,500.00	0.00	0.00	0.00	0.00	0.00%	2,500.00	0.00
17	Interior Doors & Frames	7,250.00	2,500.00	4,750.00	0.00	7,250.00	100.00%	0.00	0.00
18	Storefront	58,850.00	50,000.00	8,850.00	0.00	58,850.00	100.00%	0.00	0.00
19	Hardware	4,350.00	2,000.00	2,350.00	0.00	4,350.00	100.00%	0.00	0.00
20	Mirrors	1,400.00	0.00	0.00	0.00	0.00	0.00%	1,400.00	0.00
21	Doors & Glass Others	31,800.00	23,000.00	8,800.00	0.00	31,800.00	100.00%	0.00	0.00
22	Exterior Stucco	21,250.00	18,000.00	3,250.00	0.00	21,250.00	100.00%	0.00	0.00

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User Notes:

EXHIBIT 4

(389ACA83)

A	B	C	D	E	F	G	H	I	
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G + C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
23	Drywall/Finish	81,700.00	81,700.00	0.00	0.00	81,700.00	100.00%	0.00	0.00
24	Ceramic Tile (Flooring)	16,100.00	10,000.00	6,100.00	0.00	16,100.00	100.00%	0.00	0.00
25	Ceramic Tile (FOH Deco)	3,200.00	1,800.00	1,400.00	0.00	3,200.00	100.00%	0.00	0.00
26	Quarry Tile	26,050.00	26,050.00	0.00	0.00	26,050.00	100.00%	0.00	0.00
27	Concrete Stain & Sealer	6,850.00	3,000.00	3,850.00	0.00	6,850.00	100.00%	0.00	0.00
28	Floor Prep	1,500.00	0.00	1,500.00	0.00	1,500.00	100.00%	0.00	0.00
29	Acoustical Ceiling	10,200.00	3,500.00	6,700.00	0.00	10,200.00	100.00%	0.00	0.00
30	Painting	24,500.00	8,000.00	12,000.00	0.00	20,000.00	81.63%	4,500.00	0.00
31	FRP Paneling	9,400.00	9,400.00	0.00	0.00	9,400.00	100.00%	0.00	0.00
32	Finishes Other	4,600.00	2,000.00	2,600.00	0.00	4,600.00	100.00%	0.00	0.00
33	Bathroom Partitions	5,950.00	3,500.00	2,450.00	0.00	5,950.00	100.00%	0.00	0.00
34	Bathroom Accessories	2,400.00	0.00	2,400.00	0.00	2,400.00	100.00%	0.00	0.00
35	Granite	28,000.00	10,000.00	18,000.00	0.00	28,000.00	100.00%	0.00	0.00
36	Plumbing	119,100.00	85,000.00	28,000.00	0.00	113,000.00	94.88%	6,100.00	0.00
37	Fire Sprinkler	15,400.00	10,000.00	5,400.00	0.00	15,400.00	100.00%	0.00	0.00
38	HVAC	107,700.00	77,000.00	25,000.00	0.00	102,000.00	94.71%	5,700.00	0.00
39	Test & Balance Report	3,200.00	0.00	0.00	0.00	0.00	0.00%	3,200.00	0.00
40	Grease Duct Fire Wrap	18,000.00	18,000.00	0.00	0.00	18,000.00	100.00%	0.00	0.00
41	Electrical	119,150.00	89,105.00	24,900.00	0.00	114,005.00	95.68%	5,145.00	0.00
42	Fire Alarms	15,700.00	8,000.00	5,000.00	0.00	13,000.00	82.80%	2,700.00	0.00
43	OH & P	85,750.00	60,155.00	21,000.00	0.00	81,155.00	94.64%	4,595.00	0.00
44	CO#1 Patio Slab	14,980.00	0.00	14,980.00	0.00	14,980.00	100.00%	0.00	0.00
45	CO#2 Trench Drain	1,350.00	0.00	1,350.00	0.00	1,350.00	100.00%	0.00	0.00
46	CO#3 SS Kitchen Shelf	4,050.00	0.00	4,050.00	0.00	4,050.00	100.00%	0.00	0.00
47	CO#4 Bar Top Upgrade	5,650.00	0.00	5,650.00	0.00	5,650.00	100.00%	0.00	0.00
48	CO#5 Epoxy Floor	4,150.00	0.00	4,150.00	0.00	4,150.00	100.00%	0.00	0.00
49	CO#6 Fire Alarm Unnunciator	1,838.00	0.00	1,838.00	0.00	1,838.00	100.00%	0.00	0.00
50	CO#7 Modify Framing	1,760.00	0.00	1,760.00	0.00	1,760.00	100.00%	0.00	0.00

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EXHIBIT 4

(389A0A83)

A	B	C	D	E	F	G	H	I	
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G + C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
51	CO#8 Electrical Breaker	393.00	0.00	393.00	0.00	393.00	100.00%	0.00	0.00
52	CO#9 Electrical Feeders	9,200.00	0.00	9,200.00	0.00	9,200.00	100.00%	0.00	0.00
53	CO#10 Condensate Lines	2,167.00	0.00	2,167.00	0.00	2,167.00	100.00%	0.00	0.00
54	CO#11 Steel Added	4,905.00	0.00	4,905.00	0.00	4,905.00	100.00%	0.00	0.00
55	CO#12 Lights Added	760.00	0.00	760.00	0.00	760.00	100.00%	0.00	0.00
56	CO#13 Fire Alarm Drawings	1,010.00	0.00	1,010.00	0.00	1,010.00	100.00%	0.00	0.00
57		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
58		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
59		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
60		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
61		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	GRAND TOTAL	\$1,240,513.00	\$831,810.00	\$346,713.00	\$0.00	\$1,178,523.00	95.00%	\$61,990.00	\$0.00

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EXHIBIT 4

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