

TO OWNER/CLIENT:

Southside Genesee Associates, LLC
3 East Stow Road, Suite 260
Marlton, New Jersey 08053

PROJECT:

505 Walnut Ave Apartments (USL)
505 Walnut Avenue
Syracuse, New York 13210

APPLICATION NO: 12

INVOICE NO: 12

PERIOD: 04/01/18 - 04/30/18

PROJECT NO: 16-474 USL

CONTRACT DATE:

DISTRIBUTION TO:

FROM CONTRACTOR:

Hueber-Breuer Construction Co., Inc.
148 Berwyn Avenue, PO Box 515
Syracuse, New York 13205

VIA ARCHITECT/ENGINEER:

David McHenry (Erdy McHenry Architecture, LLC)

CONTRACT FOR: 505 Walnut Ave (USL) Prime Contract

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	\$ 34,846,056.00
2. Net change by change orders	\$ 985,708.63
3. Contract sum to date (line 1 ± 2)	\$ 35,831,764.63
4. Total completed and stored to date (Column G on detail sheet)	\$ 26,319,117.63
5. Retainage:	
a. 9.95% of completed work:	\$ 2,619,978.48
b. 0.00% of stored material:	\$ 0.00
Total retainage (Line 5a + 5b or total in column I of detail sheet)	\$ 2,619,978.48
6. Total earned less retainage (Line 4 less Line 5 Total)	\$ 23,699,139.15
7. Less previous certificates for payment (Line 6 from prior certificate)	\$ 20,352,713.01
8. Current payment due:	\$ 3,346,426.14
9. Balance to finish, including retainage (Line 3 less Line 6)	\$ 12,132,625.48

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	\$ 624,073.64	\$ 0.00
Total approved this Month:	\$ 361,634.99	\$ 0.00
Totals:	\$ 985,708.63	\$ 0.00
Net change by change orders:	\$ 985,708.63	

The undersigned 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 which previous Certificates for payment were issued and payments received from the Owner/Client, and that current payments shown herein is now due.

CONTRACTOR: Hueber-Breuer Construction Co., Inc.

By: State of: New YorkCounty of: Onondaga

Subscribed and sworn to before

me this 27day of April 2018Date: 4/27/18Notary Public: Lisa A. Weaver

My commission expires:

LISA A. WEAVER
Notary Public, State of New York
Commission Expires June 27, 2021

ARCHITECT'S/ENGINEER'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED:

\$ 3,346,426.14

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

ARCHITECT/ENGINEER:

By: Date: 5/2/18

This certificate is not negotiable. The amount certified is payable only to the contract named herein. Issuance, payment and acceptance of payment are without prejudice to the rights of the Owner/Client or Contractor under this Contract.

Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
 Contractor's signed Certification is attached.
 Use Column I on Contracts where variable retainage for line items apply.

APPLICATION NUMBER: 12

APPLICATION DATE:

PERIOD: 04/01/18 - 04/30/18

ARCHITECTS/ENGINEERS PROJECT NO:

Contract Lines

A		B	C	D	E	F	G	H		I
ITEM NO.	COST CODE	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
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	03-11-02 - Concrete PodiumForm/Shore-Ceco	Concrete Podium Form and Shore	\$ 1,176,000.00	\$ 1,164,600.00	\$ 0.00	\$ 0.00	\$ 1,164,600.00	99.03%	\$ 11,400.00	\$ 116,460.00
2	03-20-02 - Foundation Reinforcing-Hertel	Foundation Reinforcing	\$ 120,000.00	\$ 97,880.00	\$ 0.00	\$ 0.00	\$ 97,880.00	81.57%	\$ 22,120.00	\$ 9,788.00
3	03-20-03 - Podium Reinforcing-Whitacre	Podium Reinforcing	\$ 983,205.00	\$ 943,433.20	\$ 4,674.00	\$ 0.00	\$ 948,107.20	96.43%	\$ 35,097.80	\$ 94,810.72
4	03-30-02 - Footing&Foundation s-Burns	Footings and Foundations	\$ 851,941.00	\$ 851,941.00	\$ 0.00	\$ 0.00	\$ 851,941.00	100.00%	\$ 0.00	\$ 85,194.10
5	03-30-04 - Cast-in-Place Stairs	Cast-in-Place Stairs	\$ 17,811.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00%	\$ 17,811.00	\$ 0.00
6	03-50-02 - Concrete Flatwork-Benedict	Concrete Flatwork	\$ 489,000.00	\$ 320,000.00	\$ 70,000.00	\$ 0.00	\$ 390,000.00	79.75%	\$ 99,000.00	\$ 39,000.00
7	03-50-01 - Concrete Material	Concrete Material	\$ 400,472.00	\$ 247,514.64	\$ 54,410.25	\$ 0.00	\$ 301,924.89	75.39%	\$ 98,547.11	\$ 30,192.50
8	03-50-03 - Gypcrete-Hovey	Gypcrete	\$ 260,000.00	\$ 59,547.00	\$ 0.00	\$ 0.00	\$ 59,547.00	22.90%	\$ 200,453.00	\$ 5,954.70
9	03-41-02 - PrecastStairGuardrailSouthside	Precast	\$ 42,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00%	\$ 42,000.00	\$ 0.00
10	03-02-17 - Hoisting	Material Handling/Hoisting	\$ 484,000.00	\$ 400,000.00	\$ 24,369.00	\$ 0.00	\$ 424,369.00	87.68%	\$ 59,631.00	\$ 42,436.90
11	04-20-02 - Thin Brick-LaFace	Thin Brick	\$ 1,312,000.00	\$ 880,842.70	\$ 0.00	\$ 0.00	\$ 880,842.70	67.14%	\$ 431,157.30	\$ 88,084.27
12	04-20-03 - CMU-Paragon	CMU	\$ 480,649.00	\$ 480,649.00	\$ 0.00	\$ 0.00	\$ 480,649.00	100.00%	\$ 0.00	\$ 48,064.90
13	05-10-02 - Structural Steel-Raulli	Structural Steel	\$ 1,291,000.00	\$ 821,465.00	\$ 159,656.82	\$ 0.00	\$ 981,121.82	76.00%	\$ 309,878.18	\$ 98,112.18
14	06-11-02 - Wood Framing - 84 Lumber	Wood Framing	\$ 3,490,000.00	\$ 3,419,809.83	\$ 60,567.00	\$ 0.00	\$ 3,480,376.83	99.72%	\$ 9,623.17	\$ 348,037.69
15	06-40-02 - Apartment Casework-Metzger	Apartment Casework	\$ 427,291.00	\$ 121,700.04	\$ 112,952.00	\$ 0.00	\$ 234,652.04	54.92%	\$ 192,638.96	\$ 23,465.20
16	06-40-03 - PublicSpaceMillwork RBWoodcraft	Public Space Millwork	\$ 216,000.00	\$ 62,700.00	\$ 0.00	\$ 0.00	\$ 62,700.00	29.03%	\$ 153,300.00	\$ 6,270.00
17	06-20-02 - Misc Finish Carpentry	Misc Carpentry	\$ 260,000.00	\$ 14,400.00	\$ 43,540.00	\$ 0.00	\$ 57,940.00	22.28%	\$ 202,060.00	\$ 5,794.00
18	06-10-04 - Rough Carpentry - Sub #3	Winter Protection	\$ 119,333.19	\$ 112,555.80	\$ 6,777.39	\$ 0.00	\$ 119,333.19	100.00%	\$ 0.00	\$ 0.00

A		B	C	D	E	F	G	H		I
ITEM NO.	COST CODE	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
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
19	07-10-02 - Foundation Damproofng-Byrne	Foundation Damproofing	\$ 23,707.00	\$ 20,769.00	\$ 0.00	\$ 0.00	\$ 20,769.00	87.61%	\$ 2,938.00	\$ 2,076.90
20	07-20-01 - Rigid Insulation	Rigid Insulation	\$ 135,846.00	\$ 133,019.36	\$ 0.00	\$ 0.00	\$ 133,019.36	97.92%	\$ 2,826.64	\$ 13,301.93
21	07-21-02 - SprayAppliedVapBarrierDriscoll	Spray Applied Vapor Barrier	\$ 480,686.00	\$ 90,512.88	\$ 0.00	\$ 0.00	\$ 90,512.88	18.83%	\$ 390,173.12	\$ 9,051.29
22	07-21-03 - SOG Vapor Barrier	SOG Vapor Barrier	\$ 227.81	\$ 227.81	\$ 0.00	\$ 0.00	\$ 227.81	100.00%	\$ 0.00	\$ 22.78
23	07-81-02 - Fireproofing - Gyptech	Fireproofing	\$ 64,950.00	\$ 60,687.00	\$ 4,263.00	\$ 0.00	\$ 64,950.00	100.00%	\$ 0.00	\$ 6,495.00
24	07-40-02 - Siding-Holland	Siding	\$ 367,332.00	\$ 117,353.00	\$ 117,481.00	\$ 0.00	\$ 234,834.00	63.93%	\$ 132,498.00	\$ 23,483.40
25	07-42-02 - Aluminum Panels	Aluminum Panels	\$ 256,190.00	\$ 0.00	\$ 96,800.00	\$ 0.00	\$ 96,800.00	37.78%	\$ 159,390.00	\$ 9,680.00
26	07-50-02 - Roofing-Pyramid	Roofing	\$ 430,000.00	\$ 370,400.00	\$ 36,000.00	\$ 0.00	\$ 406,400.00	94.51%	\$ 23,600.00	\$ 40,640.00
27	07-24-02 - EIFS	EIFS	\$ 38,123.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00%	\$ 38,123.00	\$ 0.00
28	08-10-02 - Doors/Frames/Hdw-BRJohnson	Doors/Frames/Hardware	\$ 440,000.00	\$ 125,000.00	\$ 25,000.00	\$ 0.00	\$ 150,000.00	34.09%	\$ 290,000.00	\$ 15,000.00
29	08-33-02 - Overhead Doors	Overhead Doors	\$ 53,183.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00%	\$ 53,183.00	\$ 0.00
30	08-50-01 - FiberglassWindows MatOnly-Pella	Fiberglass Windows Material Only	\$ 327,283.00	\$ 288,279.28	\$ 37,673.81	\$ 0.00	\$ 325,953.09	99.59%	\$ 1,329.91	\$ 32,595.32
31	08-40-02 - Curtainwall/Storefront-AJAY	Curtainwall/Storefront	\$ 1,200,000.00	\$ 587,147.00	\$ 332,796.00	\$ 0.00	\$ 919,943.00	76.66%	\$ 280,057.00	\$ 91,994.30
32	08-02-20 - Window Cleaning	Window Cleaning	\$ 12,187.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00%	\$ 12,187.00	\$ 0.00
33	09-20-02 - Drywall	Drywall	\$ 2,038,860.00	\$ 878,820.00	\$ 441,302.00	\$ 0.00	\$ 1,320,122.00	64.75%	\$ 718,738.00	\$ 132,012.20
34	09-30-02 - Tile	Tile	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	100.00%	\$ 0.00	\$ 0.00
35	09-60-02 - Flooring	Flooring	\$ 484,889.00	\$ 258,260.80	\$ 52,700.00	\$ 0.00	\$ 310,960.80	64.13%	\$ 173,928.20	\$ 31,096.08
36	09-90-02 - Painting - KSP	Painting	\$ 450,000.00	\$ 60,000.00	\$ 75,000.00	\$ 0.00	\$ 135,000.00	30.00%	\$ 315,000.00	\$ 13,500.00
37	09-02-20 - Final Cleaning	Final Cleaning	\$ 55,630.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00%	\$ 55,630.00	\$ 0.00
38	10-10-02 - Specialties Material	Specialties Material	\$ 122,156.00	\$ 0.00	\$ 11,487.00	\$ 0.00	\$ 11,487.00	9.40%	\$ 110,669.00	\$ 1,148.70
39	10-10-03 - Specialties Install	Specialties Install	\$ 7,260.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00%	\$ 7,260.00	\$ 0.00
40	10-14-02 - Signage	Signage	\$ 34,565.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00%	\$ 34,565.00	\$ 0.00
41	10-10-04 - Bike Racks	Bike Racks	\$ 16,350.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00%	\$ 16,350.00	\$ 0.00

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				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
42	10-10-05 - Miscellaneous Specialties	Miscellaneous Specialties	\$ 23,525.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00%	\$ 23,525.00	\$ 0.00
43	10-31-02 - Fireplaces	Fireplaces	\$ 16,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00%	\$ 16,000.00	\$ 0.00
44	11-31-02 - Appliances	Appliances	\$ 379,340.00	\$ 0.00	\$ 3,621.00	\$ 0.00	\$ 3,621.00	0.95%	\$ 375,719.00	\$ 362.10
45	11-52-02 - AV Equipment	AV Equipment	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	100.00%	\$ 0.00	\$ 0.00
46	12-22-02 - Window Treatments	Window Treatments	\$ 37,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00%	\$ 37,000.00	\$ 0.00
47	14-20-02 - Elevators - Otis	Elevators	\$ 253,000.00	\$ 184,450.00	\$ 53,550.00	\$ 0.00	\$ 238,000.00	94.07%	\$ 15,000.00	\$ 23,800.00
48	11-78-02 - Trash Chute	Trash Chute	\$ 24,000.00	\$ 24,000.00	\$ 0.00	\$ 0.00	\$ 24,000.00	100.00%	\$ 0.00	\$ 2,400.00
49	21-01-02 - Fire Protection-ABJ	Fire Protection	\$ 660,000.00	\$ 435,400.00	\$ 0.00	\$ 0.00	\$ 435,400.00	65.97%	\$ 224,600.00	\$ 43,540.00
50	22-01-02 - Plumbing - ATL	Plumbing	\$ 2,275,000.00	\$ 1,255,000.00	\$ 255,000.00	\$ 0.00	\$ 1,510,000.00	66.37%	\$ 765,000.00	\$ 151,000.00
51	23-01-02 - HVAC - Century	HVAC	\$ 2,600,000.00	\$ 1,959,612.00	\$ 161,000.00	\$ 0.00	\$ 2,120,612.00	81.56%	\$ 479,388.00	\$ 212,061.20
52	23-02-10 - Temp Heat	Temp Heat	\$ 156,332.00	\$ 26,249.59	\$ 47,911.52	\$ 0.00	\$ 74,161.11	47.44%	\$ 82,170.89	\$ 7,416.11
53	26-01-02 - Electrical - HUEN	Electrical	\$ 2,670,000.00	\$ 1,538,570.00	\$ 438,605.00	\$ 0.00	\$ 1,977,175.00	74.05%	\$ 692,825.00	\$ 197,717.50
54	31-01-02 - Earthwork -Cunningham	Earthwork	\$ 979,000.00	\$ 887,743.90	\$ 0.00	\$ 0.00	\$ 887,743.90	90.68%	\$ 91,256.10	\$ 88,774.40
55	31-63-02 - Shoring-Darling	Shoring	\$ 172,918.00	\$ 172,918.00	\$ 0.00	\$ 0.00	\$ 172,918.00	100.00%	\$ 0.00	\$ 17,291.80
56	32-90-02 - Courtyard Planters	Landscaping	\$ 75,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00%	\$ 75,000.00	\$ 0.00
57	32-31-03 - Temp Fencing-Rapid Site	Temp Fencing	\$ 21,825.00	\$ 10,736.50	\$ 0.00	\$ 0.00	\$ 10,736.50	49.19%	\$ 11,088.50	\$ 1,073.65
58	32-31-02 - Permanent Fencing	Permanent Fencing	\$ 38,250.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00%	\$ 38,250.00	\$ 0.00
59	32-14-02 - Courtyard Pavers	Courtyard Landscaping and Amenities	\$ 378,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00%	\$ 378,000.00	\$ 0.00
60	None	HB Site Labor/Support	\$ 178,100.00	\$ 122,537.69	\$ 19,315.00	\$ 0.00	\$ 141,852.69	79.65%	\$ 36,247.31	\$ 14,185.27
61	90-02-01 - Surveyor	Surveyor	\$ 50,000.00	\$ 50,000.00	\$ 0.00	\$ 0.00	\$ 50,000.00	100.00%	\$ 0.00	\$ 5,000.00
62	None	General Conditions	\$ 1,489,306.00	\$ 1,165,712.20	\$ 140,285.82	\$ 0.00	\$ 1,305,998.02	87.69%	\$ 183,307.98	\$ 130,599.81
63	91-01-01 - Performance & Payment Bonds	Bond	\$ 168,757.00	\$ 168,757.00	\$ 0.00	\$ 0.00	\$ 168,757.00	100.00%	\$ 0.00	\$ 16,875.70
64	91-01-10 - General Liability Insurance	GL	\$ 220,782.00	\$ 140,941.76	\$ 25,162.28	\$ 0.00	\$ 166,104.04	75.23%	\$ 54,677.96	\$ 16,610.41
65	91-01-20 - Permits	Building Permit	\$ 135,822.00	\$ 135,822.00	\$ 0.00	\$ 0.00	\$ 135,822.00	100.00%	\$ 0.00	\$ 13,582.20

CONTINUATION SHEET

DOCUMENT DETAIL SHEET

Page 5 of 6

A		B	C	D	E	F	G	H		I
ITEM NO.	COST CODE	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
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
66	96-02-01 - Construction Contingency	Construction Contingency	\$ 921,329.00	\$ 246,612.31	\$ 489,765.50	\$ 0.00	\$ 736,377.81	79.93%	\$ 184,951.19	\$ 73,637.78
67	96-02-02 - Design Contingency	Design Contingency	\$ 642,029.00	\$ 234,100.00	\$ 136,771.00	\$ 0.00	\$ 370,871.00	57.77%	\$ 271,158.00	\$ 37,087.10
68	98-02-02 - HB Fee	CM Fee	\$ 820,614.00	\$ 532,568.29	\$ 90,670.68	\$ 0.00	\$ 623,238.97	75.95%	\$ 197,375.03	\$ 62,323.89
		TOTALS:	\$ 34,846,056.00	\$ 22,281,245.58	\$ 3,629,107.07	\$ 0.00	\$ 25,910,352.65	74.36%	\$ 8,935,703.35	\$ 2,579,101.98

Whole Change Order Packages

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
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
69	PCCO#020 Preconstruction	\$ 77,531.00	\$ 77,531.00	\$ 0.00	\$ 0.00	\$ 77,531.00	100.00%	\$ 0.00	\$ 7,753.10
70	PCCO#022 Sewer Relining	\$ 172,561.82	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00%	\$ 172,561.82	\$ 0.00
71	PCCO#025 Change Feeders to Copper	\$ 37,351.62	\$ 37,351.62	\$ 0.00	\$ 0.00	\$ 37,351.62	100.00%	\$ 0.00	\$ 3,735.16
72	PCCO#028 Unsuitable Soils	\$ 80,491.20	\$ 80,491.20	\$ 0.00	\$ 0.00	\$ 80,491.20	100.00%	\$ 0.00	\$ 8,049.12
73	PCCO#044 CE #085 - Fire Alarm	\$ 256,138.00	\$ 125,000.00	\$ 54,296.60	\$ 0.00	\$ 179,296.60	70.00%	\$ 76,841.40	\$ 17,929.66
74	PCCO#072 PCCO 43 Amount Required Power	\$ 37,882.96	\$ 0.00	\$ 34,094.56	\$ 0.00	\$ 34,094.56	90.00%	\$ 3,788.40	\$ 3,409.46
75	PCCO#045 PCCO #45 Schlage Deadbolts & Fire Glass	\$ 113,900.05	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00%	\$ 113,900.05	\$ 0.00
76	PCCO#052 PCCO#52 Appliance Changes	\$ 51,743.02	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00%	\$ 51,743.02	\$ 0.00
77	PCCO#053 PCCO#53 Bathroom Vanity Changes	\$ 16,929.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00%	\$ 16,929.00	\$ 0.00
78	PCCO#054 PCCO#54 - Fire Shutter	\$ 36,160.97	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00%	\$ 36,160.97	\$ 0.00
79	PCCO#056 PCCO 56 High Speed Overhead Door	\$ 21,637.75	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00%	\$ 21,637.75	\$ 0.00
80	PCCO#060 PCCO60 Access Control System	\$ 73,177.37	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00%	\$ 73,177.37	\$ 0.00
81	PCCO#061 PCCO 61 Window Curtain Power & Control Wiring	\$ 10,203.87	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00%	\$ 10,203.87	\$ 0.00
	TOTALS:	\$ 985,708.63	\$ 320,373.82	\$ 88,391.16	\$ 0.00	\$ 408,764.98	41.47%	\$ 576,943.65	\$ 40,876.50

Grand Totals

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
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	GRAND TOTALS:	\$ 35,831,764.63	\$ 22,601,619.40	\$ 3,717,498.23	\$ 0.00	\$ 26,319,117.63	73.45%	\$ 9,512,647.00	\$ 2,619,978.48

**RECEIPT OF PROGRESS PAYMENT – RELEASE AND WAIVER OF LIENS & CLAIMS
CONTRACTOR TO OWNER**

Submitted By (Contractor): **Hueber-Breuer Construction Co., Inc.** (pursuant to its Agreement with)

Submitted To (Owner): **Southside Genesee Associates, LLC**

Project: **505 Walnut Ave. Apartments (HB #16-474)** Contract Date: **June 23, 2017**

THIS PAYMENT: **\$3,346,426.14** HB Invoice #: **12** Invoice Period Ending: **4/30/18**

TOTAL PAYMENTS TO DATE INCLUDING THIS PAYMENT: **\$ 23,699,139.15**

On behalf of the above Contractor, the undersigned acknowledges receipt of the above progress or partial payment (THIS PAYMENT) and in consideration of said payment the Contractor hereby represents, warrants and certifies that receipt of this partial payment constitutes without exception full and complete payment less any retainage and other amounts withheld in accordance with Agreement Between the Owner and Contractor for the above Project (total net amount paid) for completed Work as represented on its approved invoice for the above "Invoice Period Ending" date for all goods and services provided in connection with performing the Work pursuant to said Agreement Between Owner and Contractor.

The undersigned hereby represents, warrants and certifies that the above Contractor has paid or has otherwise satisfied all known obligations, indebtedness, claims and amounts due and owing to its Subcontractors, Sub-subcontractors, suppliers, vendors, agents or any party or entity providing goods and services (including Professional Design services in connection with a Design-Build Agreement) on behalf of the Contractor in connection with the above Project and that there are no known liens filed and/or lien rights claimed in connection with or arising from performing the Work pursuant to the Agreement Between the Owner and Contractor for which the Owner might in any way be held responsible.

This document becomes effective only when the check for the above payment has been properly and legally endorsed and has been paid by the bank upon which it was drawn.

PRINTED NAME OF UNDERSIGNED: Derek Heath

TITLE: Project Manager

The undersigned attests that he/she is an officer, owner, member or partner of the Contractor or is a representative of appropriate position duly authorized by the Contractor to execute this instrument.


SIGNATURE:  DATE: 4/27/18

NOTARY PUBLIC'S SIGNATURE VERIFICATION

STATE: New York

COUNTY: Onondaga

On this 27 day of April in the year 2018, the individual named above who is signatory to this instrument appeared before me and is personally known to me or proved to me on the basis of satisfactory evidence to be said individual and before me did sign/execute this instrument.


Notary Public Signature
LISA A. WEAVER
Notary Public, State of New York
Que'l. in Mad. Co., No., 4777111
My Commission Expires June 30, 2018

HB PAYMENT APPLICATION CONTINGENCY INVOICE AMOUNTS

PROJECT NAME: 505 WALNUT
 PROJECT LOCATION: SYRACUSE, NY
 GC NAME: HUEBER-BREUER

Item #	DESCRIPTION	APPROVED AMT GC CO	GC CO INVOICED AMOUNT	APPROVED AMT CONTR CONT	CONTR CONT INVOICED AMT	APPROVED AMT DESIGN CONT	DESIGN CONT INVOICED AMT
1	Permit			\$ 15,413.00	\$ 15,413.00		
2	32" knee wall at courtyard			\$ 27,410.00	\$ 27,410.00		
3	Change from CMU to Concrete @ stair 2			\$ 8,249.35	\$ 8,249.35		
4	Roof Hatches					\$ 18,100.00	\$ 10,100.00
5	Pump & Specialties Submittal					\$ 6,797.00	\$ 6,797.00
6	M Drawings Revised					\$ 20,889.00	\$ 20,889.00
7	Radiation Dampers					\$ 39,628.00	\$ 39,628.00
8	Heat Pump Credit					\$ (27,203.00)	\$ (27,203.00)
9	Precon	\$ 77,531.00	\$ 77,531.00				
10	Sewer Relining	\$ 172,561.83					
11	Lint Interceptor					\$ 109,042.00	\$ 86,000.00
12	Change Feeders to Copper from Compact Aluminum	\$ 37,351.62	\$ 37,351.00				
13	Upgrade to Temp Service			\$ 15,382.62	\$ 15,081.00		
14	Unsuitable Soils	\$ 80,491.20	\$ 80,491.20				
15	Dens-Deck 1/4" coverboard @ Roof					\$ 62,000.00	\$ 62,000.00
16	Winter Protection			\$ 259,000.00	\$ 259,000.00		
17	Fire Alarm	\$ 256,138.00	\$ 175,000.00				
18	RFI 91 Type L9 Lights					\$ 3,262.00	\$ 1,957.00
19	Ductbank PVC Conduit Changes					\$ 6,576.00	\$ 6,576.00
20	Rev Panel Type LP-32 Coord Study Review - Huen					\$ 1,500.00	\$ 1,500.00
21	Required Power					\$ 37,882.96	\$ 25,871.00
22							
23	Roof Hatches					\$ 18,100.00	\$ 18,100.00
24	Masonry winter protection and insulation			\$ 185,000.00	\$ 144,819.15		
25	Additional 3-phase temp power			\$ 14,629.00			
26	Snow removal			\$ 30,000.00	\$ 30,000.00		
27	Door Operators			\$ 22,500.00			
28	Drywall Overrun			\$ 259,140.00	\$ 259,140.00		
29							
30	Light Fixtures - Add (7) L-10's					\$ 6,638.00	
31	Shower Blocking					\$ 64,210.00	\$ 64,210.00
32	84 Lumber panel walls studio apts tubs change T-3					\$ 4,481.99	\$ 4,481.99
33	Trash Compactor - Huen	\$ 6,077.22	\$ 6,077.22				
34	Dog Wash power/data/CATV - Huen	\$ 4,680.15	\$ 4,680.15				
35	20 Receptacles to TV Elevation in Studios - Huen	\$ 2,176.07	\$ 2,176.07				
36	Rev 22 Dwg E2.20 Cat 6 Cabling - Huen	\$ 15,378.07	\$ 10,759.00				
37	Fitness Room Power	\$ 9,571.45	\$ 9,571.45				
38	Schlage Deadbolts & Interior Lounge Fire Glass	\$ 113,900.05					
39	Struct Steel rev @ Elevator Shaft - Raulli					\$ 3,495.25	
40	Daylight Harvesting System - Huen					\$ 14,749.75	
41	Devices, Branch Cabling Distribution Breakers - Huen					\$ 39,290.30	
42	Appliance Changes	\$ 51,743.02					
43	Bathroom Vanity	\$ 16,929.00					
44	Fire Shutter	\$ 36,160.97					
45	Mullen High Speed Garage Door	\$ 21,637.75					
46	Access Control sysetm	\$ 73,177.37					
47	Huen Window Curtain Power & Control Wiring	\$ 10,203.87					
48	4 Fire Frames & Glass					\$ 32,576.00	\$ 32,576.00
49	Heat pump doors					\$ 36,200.00	
50	Fire Rated Door Openings - corridors					\$ 13,875.00	
51	Fire Suppression Revisions					\$ 32,400.00	
52	Plumbing Fixtures					\$ 46,406.22	\$ 10,000.00
53	Independent box for data and cable tv-Huen					\$ 6,050.00	\$ 6,050.00
54	42 USB receptacles in wood steps-Huen					\$ 14,605.00	\$ 1,338.00
55							
56							
57							
58							
59							
60							
61							

INVOICED AMOUNTS

\$985,708.64 \$ 370,373.20 \$ 836,723.97 \$ 759,112.50 \$ 611,551.47 \$ 370,870.99

Job #16-474 505 Walnut Ave
General Conditions
W/E 03-18-18 to W/E 04-15-18

Staff Position	Hours	2018	
		Billing Rate	Total
Project Executive	41.00	-	-
Senior Project Manager	25.00	138.00	3,450.00
Project Manager	200.00	111.00	22,200.00
Project Superintendent	440.00	91.00	40,040.00
Project Engineer	200.00	88.00	17,600.00
Chief Estimator		125.00	-
Estimator		110.00	-
Project Accountant	18.00	91.00	1,638.00
Safety Director	36.00	91.00	3,276.00
Project Coordinator	158.50	59.00	9,351.50
General Conditions Labor	1,118.50		\$ 97,555.50
Other General Conditions Reimbursibles			<u>42,730.32</u>
Total General Conditions Reimbursibles			<u>\$ 140,285.82</u>

Job #16-474 505 Walnut Ave
Site Support--Line 6D
From w/e 03/18/18- 04/15/18

Cost Code	Staff Position	Billing		
		Hours	Rate	Total
	Pompey Construction	55.5	\$ 57.00	\$ 3,163.50
	Berwyn Properties	14	\$ 57.00	\$ 798.00
	Hueber-Breuer	4	\$ 57.00	\$ 228.00
88-02-01	Material/ Supplies/ Equipment		\$	1,223.83
	Total Reimbursibles		\$	5,413.33

Job #16-474 505 Walnut Ave

~~06-10-04 Rough Carpentry~~ Contingency 16, 26, & 06-10-04 & Line 60
From w/e 03/18/18- 04/15/18

Cost Code	Staff Position	Billing		
		Hours	Rate	Total
06-10-04	Carpenter-Pompey Construction	1306.25	\$ 73.00	\$ 95,356.25
	Material/ Supplies/ Equipment		\$	\$ 10,785.86
	Total Reimbursibles		\$	\$ 106,142.11

Hours Report

Hueber-Breuer Construction Co., Inc.

All Period End Dates From: 03/18/2018 To: 04/15/2018

Print Date: 04/19/2018

Page 1 of 3

Job: 16-474 505 Walnut Ave Apartments (USL)

	<u>Reg Hours</u>	<u>OT Hours</u>	<u>DT Hours</u>	<u>Total Hours</u>	
16-474 - 505 Walnut Ave Apartments(USL)					
Extra: -					
Cost Code: 01-10-01 - Project Managers					
HEA598 - Derek L. Heath					
03/18/2018	40.00	0.00	0.00	40.00	
03/25/2018	40.00	0.00	0.00	40.00	
04/01/2018	40.00	0.00	0.00	40.00	
04/08/2018	40.00	0.00	0.00	40.00	
04/15/2018	40.00	0.00	0.00	40.00	
Total For: Derek L. Heath	200.00	0.00	0.00	200.00	PM
MAR970 - James O. Marshall					
03/18/2018	5.00	0.00	0.00	5.00	
03/25/2018	5.00	0.00	0.00	5.00	
04/01/2018	5.00	0.00	0.00	5.00	
04/08/2018	5.00	0.00	0.00	5.00	
04/15/2018	5.00	0.00	0.00	5.00	
Total For: James O. Marshall	25.00	0.00	0.00	25.00	Senior PM
Total For: 01-10-01	225.00	0.00	0.00	225.00	
Cost Code: 01-10-10 - Project Executive					
BRE117 - James V. Breuer					
03/18/2018	4.00	0.00	0.00	4.00	
03/25/2018	4.00	0.00	0.00	4.00	
04/01/2018	4.00	0.00	0.00	4.00	
04/08/2018	4.00	0.00	0.00	4.00	
04/15/2018	4.00	0.00	0.00	4.00	
Total For: James V. Breuer	20.00	0.00	0.00	20.00	
BRE614 - J. Andrew Breuer					
03/18/2018	5.00	0.00	0.00	5.00	
03/25/2018	5.00	0.00	0.00	5.00	
04/01/2018	5.00	0.00	0.00	5.00	
04/08/2018	3.00	0.00	0.00	3.00	
04/15/2018	3.00	0.00	0.00	3.00	
Total For: J. Andrew Breuer	21.00	0.00	0.00	21.00	
Total For: 01-10-10	41.00	0.00	0.00	41.00	Project Executive
Cost Code: 01-10-12 - Assistant Project Manager					
DUB150 - John Michael Duby					
03/18/2018	40.00	0.00	0.00	40.00	
03/25/2018	40.00	0.00	0.00	40.00	
04/01/2018	40.00	0.00	0.00	40.00	
04/08/2018	40.00	0.00	0.00	40.00	
04/15/2018	40.00	0.00	0.00	40.00	
Total For: John Michael Duby	200.00	0.00	0.00	200.00	

Hours Report

Hueber-Breuer Construction Co., Inc.

All Period End Dates From: 03/18/2018 To: 04/15/2018

Print Date: 04/19/2018

Page 2 of 3

Job: 16-474 505 Walnut Ave Apartments (USL)

	<u>Reg Hours</u>	<u>OT Hours</u>	<u>DT Hours</u>	<u>Total Hours</u>	
16-474 - 505 Walnut Ave Apartments(USL)					
Extra: -					
Total For: 01-10-12	200.00	0.00	0.00	200.00	Ass't PM
Cost Code: 01-11-01 - Project Coordinators					
WEA219 - Lisa A. Weaver					
03/18/2018	29.00	0.00	0.00	29.00	
03/25/2018	29.00	0.00	0.00	29.00	
04/01/2018	26.50	0.00	0.00	26.50	
04/08/2018	30.00	0.00	0.00	30.00	
04/15/2018	40.00	0.00	0.00	40.00	
Total For: Lisa A. Weaver	154.50	0.00	0.00	154.50	
WOO728 - Julie C. Wood					
04/15/2018	4.00	0.00	0.00	4.00	
Total For: Julie C. Wood	4.00	0.00	0.00	4.00	
Total For: 01-11-01	158.50	0.00	0.00	158.50	Project Coordinator
Cost Code: 01-13-01 - Warehouse/Delivery Personnel					
HET150 - Timothy J Hetzer					
03/18/2018	1.00	0.00	0.00	1.00	
04/01/2018	3.00	0.00	0.00	3.00	
Total For: Timothy J Hetzer	4.00	0.00	0.00	4.00	
Total For: 01-13-01	4.00	0.00	0.00	4.00	To Site Support Worksheet
Cost Code: 01-14-01 - Accounting Personnel					
COT958 - Joseph C.; Jr. Cotter					
03/25/2018	4.00	0.00	0.00	4.00	
Total For: Joseph C.; Jr. Cotter	4.00	0.00	0.00	4.00	
MCC140 - Denise M McCarthy					
03/18/2018	1.00	0.00	0.00	1.00	
03/25/2018	1.00	0.00	0.00	1.00	
04/01/2018	1.00	0.00	0.00	1.00	
04/08/2018	1.00	0.00	0.00	1.00	
04/15/2018	1.00	0.00	0.00	1.00	
Total For: Denise M McCarthy	5.00	0.00	0.00	5.00	
Total For: 01-14-01	9.00	0.00	0.00	9.00	Acctg IFT
Cost Code: 01-14-02 - IT Personnel					
WIL150 - David E Wilson					
03/18/2018	3.00	0.00	0.00	3.00	
03/25/2018	2.00	0.00	0.00	2.00	
04/01/2018	2.00	0.00	0.00	2.00	
04/08/2018	2.00	0.00	0.00	2.00	
Total For: David E Wilson	9.00	0.00	0.00	9.00	

Hours Report

Hueber-Breuer Construction Co., Inc.

All Period End Dates From: 03/18/2018 To: 04/15/2018

Print Date: 04/19/2018

Page 3 of 3

Job: 16-474 505 Walnut Ave Apartments (USL)

	<u>Reg Hours</u>	<u>OT Hours</u>	<u>DT Hours</u>	<u>Total Hours</u>
16-474 - 505 Walnut Ave Apartments(USL)				
Extra: -				
Total For: 01-14-02	9.00	0.00	0.00	9.00
Total For:	646.50	0.00	0.00	646.50
Total For Job: 16-474	646.50	0.00	0.00	646.50
Total For:16-474	646.50	0.00	0.00	646.50

Actual

Hours Report

Pompey Construction Services, LLC

All Period End Dates From: 03/18/2018 To: 04/15/2018

Print Date: 04/19/2018

Page 1 of 3

Job: 16-474 505 Walnut Ave Apartments (USL)

	<u>Reg Hours</u>	<u>OT Hours</u>	<u>DT Hours</u>	<u>Total Hours</u>	
16-474 - 505 Walnut Ave Apartments(USL)					
Extra: -					
Cost Code: 01-12-01 - Project Superintendents					
NIE299 - James H. Nier					
03/25/2018	21.00	0.00	0.00	21.00	
04/01/2018	20.50	0.00	0.00	20.50	
Total For: James H. Nier	41.50	0.00	0.00	41.50	To Sub Support Worksheet
STE391 - James C. Stevens					
03/18/2018	40.00	4.00	0.00	44.00	
03/25/2018	40.00	3.00	0.00	43.00	
04/01/2018	40.00	3.50	0.00	43.50	
04/08/2018	40.00	5.50	0.00	45.50	
04/15/2018	40.00	7.00	0.00	47.00	
Total For: James C. Stevens	200.00	23.00	0.00	223.00	Project Super
		x 1.5 / 34.50		234.50	
ZEM285 - Jonathan P. Zemotel					
03/18/2018	40.00	0.00	0.00	40.00	
03/25/2018	40.00	1.00	0.00	41.00	
04/01/2018	38.00	2.00	0.00	40.00	
04/08/2018	40.00	1.00	0.00	41.00	
04/15/2018	40.00	1.00	0.00	41.00	
Total For: Jonathan P. Zemotel	198.00	5.00	0.00	203.00	Project Super
		x 1.5 / 7.50		205.50	
Total For: 01-12-01	439.50	28.00	0.00	467.50	
Cost Code: 01-17-02 - Safety Officer/Director					
ORL409 - Ralph L. Orlandella					
03/18/2018	9.00	0.00	0.00	9.00	
04/01/2018	9.00	0.00	0.00	9.00	
04/08/2018	8.00	0.00	0.00	8.00	
04/15/2018	10.00	0.00	0.00	10.00	
Total For: Ralph L. Orlandella	36.00	0.00	0.00	36.00	
Total For: 01-17-02	36.00	0.00	0.00	36.00	Safety
Cost Code: 06-10-04 - Rough Carpentry - Sub #3					
BOO037 - Phillip J Booth					
03/18/2018	40.00	5.00	0.00	45.00	
03/25/2018	40.00	11.00	0.00	51.00	
04/01/2018	40.00	4.50	0.00	44.50	
04/08/2018	40.00	17.50	0.00	57.50	
04/15/2018	40.00	11.50	0.00	51.50	
Total For: Phillip J Booth	200.00	49.50	0.00	249.50	
DAL010 - John Daley					
03/18/2018	0.00	9.50	0.00	9.50	
03/25/2018	37.50	5.00	0.00	42.50	
04/01/2018	40.00	4.50	0.00	44.50	

Hours Report

Pompey Construction Services, LLC

All Period End Dates From: 03/18/2018 To: 04/15/2018

Print Date: 04/19/2018

Page 2 of 3

Job: 16-474 505 Walnut Ave Apartments (USL)

	<u>Reg Hours</u>	<u>OT Hours</u>	<u>DT Hours</u>	<u>Total Hours</u>
16-474 - 505 Walnut Ave Apartments(USL)				
Extra: -				
Cost Code: 06-10-04 - Rough Carpentry - Sub #3				
DAL010 - John Daley				
04/08/2018	40.00	17.50	0.00	57.50
04/15/2018	40.00	11.00	0.00	51.00
Total For: John Daley	157.50	47.50	0.00	205.00
DUN655 - Joshua Dunsmoor				
03/18/2018	40.00	13.50	0.00	53.50
03/25/2018	37.00	2.00	0.00	39.00
04/01/2018	40.00	3.50	0.00	43.50
04/08/2018	40.00	12.50	0.00	52.50
04/15/2018	40.00	10.00	0.00	50.00
Total For: Joshua Dunsmoor	197.00	41.50	0.00	238.50
LAD150 - Zachary G Ladd				
03/18/2018	40.00	10.00	0.00	50.00
03/25/2018	40.00	11.00	0.00	51.00
04/01/2018	40.00	2.00	0.00	42.00
04/08/2018	40.00	15.50	0.00	55.50
04/15/2018	40.00	9.00	0.00	49.00
Total For: Zachary G Ladd	200.00	47.50	0.00	247.50
ROL665 - Derek Rollson				
03/18/2018	40.00	7.50	0.00	47.50
03/25/2018	40.00	9.50	0.00	49.50
04/01/2018	40.00	3.50	0.00	43.50
04/08/2018	40.00	15.00	0.00	55.00
04/15/2018	40.00	13.00	0.00	53.00
Total For: Derek Rollson	200.00	48.50	0.00	248.50
Total For: 06-10-04	954.50	234.50	0.00	1,189.00
Cost Code: 88-02-01 - Site Support				
GAL629 - Dominick J. Galtieri				
03/18/2018	2.50	0.00	0.00	2.50
03/25/2018	2.50	0.00	0.00	2.50
04/01/2018	3.00	0.00	0.00	3.00
04/08/2018	3.00	0.00	0.00	3.00
04/15/2018	3.00	0.00	0.00	3.00
Total For: Dominick J. Galtieri	14.00	0.00	0.00	14.00
Total For: 88-02-01	14.00	0.00	0.00	14.00
Total For:	1,444.00	262.50	0.00	1,706.50
Total For Job: 16-474	1,444.00	262.50	0.00	1,706.50

x1.8/ 351.25

1306.25

To 06-10-04 Worksheet

- To Site Support Worksheet

Hours Report

Pompey Construction Services, LLC

All Period End Dates From: 03/18/2018 To: 04/15/2018

Print Date: 04/19/2018

Page 3 of 3

Job: 16-474 505 Walnut Ave Apartments (USL)

	<u>Reg Hours</u>	<u>OT Hours</u>	<u>DT Hours</u>	<u>Total Hours</u>
Total For:16-474	1,444.00	262.50	0.00	1,706.50

Hours Report

Berwyn Properties, LLC

All Period End Dates From: 03/18/2018 To: 04/15/2018

Print Date: 04/19/2018

Page 1 of 1

Job: 16-474 505 Walnut Ave Apartments (USL)

	<u>Reg Hours</u>	<u>OT Hours</u>	<u>DT Hours</u>	<u>Total Hours</u>
16-474 - 505 Walnut Ave Apartments(USL)				
Extra: -				
Cost Code: 88-02-01 - Site Support				
KEN348 - Andrew J Kenneally				
03/18/2018	2.50	0.00	0.00	2.50
03/25/2018	2.50	0.00	0.00	2.50
04/01/2018	3.00	0.00	0.00	3.00
04/08/2018	3.00	0.00	0.00	3.00
04/15/2018	3.00	0.00	0.00	3.00
Total For: Andrew J Kenneally	14.00	0.00	0.00	14.00
Total For: 88-02-01	14.00	0.00	0.00	14.00
Total For:	14.00	0.00	0.00	14.00
Total For Job: 16-474	14.00	0.00	0.00	14.00
Total For:16-474	14.00	0.00	0.00	14.00

To Site
Support
Worksheet

16-474 505 Walnut Ave Apartments(USL)

Include Closed Jobs: No

General Condition
3/19-4/18

Cat	Acctg Date	Description	Units	Amount	
01-13-01	Warehouse/Delivery Personnel				
O	03-19-2018	USL- Trucking-Feb2018		175.00	BER515 Berwyn Properties LLC
O	03-19-2018	USL-Trucking-Feb2018		125.00	BER515 Berwyn Properties LLC
O	04-03-2018	USL-Trucking March 18		950.00	BER515 Berwyn Properties LLC
		Other Total		1,250.00*	
		Warehouse/Delivery Personnel Total		1,250.00*	
01-17-01	Job Site Safety				
O	03-28-2018	USL-meetings		16.39	CAP100 Capital One Bank (USA) NA
		Other Total		16.39*	
		Job Site Safety Total		16.39*	
01-51-13	Temporary Electricity				
O	03-26-2018	USL-01/25-02/23		3,317.43	NAT999 National Grid
O	04-16-2018	USL-02/23-03/26		3,811.69	NAT999 National Grid
		Other Total		7,129.12*	
		Temporary Electricity Total		7,129.12*	
01-51-36	Temporary Water				
O	03-29-2018	USL-Spring Season 2018 Hydrant		600.00	CIT305 City Of Syracuse
		Other Total		600.00*	
		Temporary Water Total		600.00*	
01-52-01	Field Offices				
O	03-20-2018	USL-1323 e genesee st apt 1		1,485.00	NOR595 Northside Genesee Association,
O	03-26-2018	USL-01/25-02/23		371.03	NAT999 National Grid
O	03-26-2018	USL-03/20-04/19		104.97	TIM200 Time Warner Cable
O	03-28-2018	USL-deposit		6.00-	WBM434 W B Mason Co Inc
O	03-30-2018	USL-hand sanitizer		9.66	CAP100 Capital One Bank (USA) NA
O	04-02-2018	USL-windex		8.62	CAP100 Capital One Bank (USA) NA
O	04-04-2018	USL-pushbroom		41.00	LOW278 Lowe's
O	04-16-2018	USL-02/23-03/26		370.39	NAT999 National Grid
		Other Total		2,384.67*	
		Field Offices Total		2,384.67*	
01-52-02	Cell Phone/I-Pads/Hot Spots				
O	03-23-2018	USL-cell phones Feb		383.22	SYR003 SYRABEX INC
		Other Total		383.22*	
		Cell Phone/I-Pads/Hot Spots Total		383.22*	
01-52-04	Fax & Copy Machines				
O	04-06-2018	USL-copies		25.60	RIC200 RICOH USA INC
		Other Total		25.60*	
		Fax & Copy Machines Total		25.60*	
01-52-06	Printing				
O	04-02-2018	USL-PlanPrint March2018		16.00	
		Other Total		16.00*	
		Printing Total		16.00*	
01-52-07	Postage & Express Delivery				
O	03-20-2018	USL-erdy mchenry		8.36	UNI322 United Parcel Service
O	03-26-2018	USL-Banu Ataman Erdy McHenry A		8.04	UNI322 United Parcel Service
O	04-16-2018	USL-erdy mchenry architecture		31.93	UNI322 United Parcel Service
O	04-16-2018	USL-erdy mchenry architecture		8.04	UNI322 United Parcel Service
O	04-16-2018	USL-erdy mchenry architecture		8.04	UNI322 United Parcel Service
O	04-16-2018	USL-erdy mchenry architecture		8.74	UNI322 United Parcel Service
		Other Total		73.15*	
		Postage & Express Delivery Total		73.15*	
01-52-09	Mileage/Fuel/Vehicles				
O	03-30-2018	USL-fuel		48.75	CAP100 Capital One Bank (USA) NA
O	04-02-2018	USL-filter bag		90.59	CAP100 Capital One Bank (USA) NA
O	03-29-2018	Stevens;James C.		500.00	
O	04-06-2018	Duby; John Michael		250.00	
O	04-06-2018	Heath; Derek L.		1,000.00	
O	04-05-2018	Zemotel; Jonathan P.		500.00	
		Other Total		2,389.34*	
		Mileage/Fuel/Vehicles Total		2,389.34*	

16-474 505 Walnut Ave Apartments(USL)

Include Closed Jobs: No

Acctg	Cat	Date	Description	Units	Amount
01-52-12 HB Billed Tools					
O	04-16-2018	USL-ToolRental March2018			4,734.69
Other Total					4,734.69*
HB Billed Tools Total					4,734.69*
01-52-19 Portable Toilets					
O	03-30-2018	USL-extra clean ps966711		150.00	MSU400 M S Unlimited Inc
O	03-30-2018	USL-01/15-02/11 ps998286		100.00	MSU400 M S Unlimited Inc
O	03-30-2018	USL-02/12-03/11 ps998286		100.00	MSU400 M S Unlimited Inc
O	03-30-2018	USL-02/27-03/26 ps446806		100.00	MSU400 M S Unlimited Inc
O	03-30-2018	USL-03/27-04/23 ps446806		100.00	MSU400 M S Unlimited Inc
O	03-30-2018	USL-02/07-03/06 ps633987		100.00	MSU400 M S Unlimited Inc
O	03-30-2018	USL-03/07-04/03 ps633987		100.00	MSU400 M S Unlimited Inc
O	03-30-2018	USL-01/25-02/21 ps780709		100.00	MSU400 M S Unlimited Inc
O	03-30-2018	USL-02/22-03/21 ps780709		100.00	MSU400 M S Unlimited Inc
O	03-30-2018	USL-03/06-04/02 ps933322		200.00	MSU400 M S Unlimited Inc
O	03-30-2018	USL-04/24-05/21 ps446806		100.00	MSU400 M S Unlimited Inc
O	03-30-2018	USL-03/12-04/08 ps998286		100.00	MSU400 M S Unlimited Inc
O	03-30-2018	USL-04/09-05/06 ps998286		100.00	MSU400 M S Unlimited Inc
O	03-30-2018	USL-03/22-04/18 ps780709		100.00	MSU400 M S Unlimited Inc
O	03-30-2018	USL-04/19-05/16 ps780709		100.00	MSU400 M S Unlimited Inc
O	03-30-2018	USL-04/04-05/01 ps633987		100.00	MSU400 M S Unlimited Inc
O	04-02-2018	USL-fuel		53.09	CAP100 Capital One Bank (USA) NA
O	04-04-2018	USL-extra cleaning ps363963		150.00	MSU400 M S Unlimited Inc
O	04-04-2018	USL-04/03-04/30 PS933322		200.00	MSU400 M S Unlimited Inc
O	04-04-2018	USL-05/01-05/28 PS933322		200.00	MSU400 M S Unlimited Inc
Other Total					2,353.09*
Portable Toilets Total					2,353.09*
01-74-19 Dumpsters & Waste Mngmnt					
O	03-28-2018	USL-rub rem		2,115.90	CIO200 Ciotti Enterprises Inc.
O	03-28-2018	USL-rub rem		1,813.00	CIO200 Ciotti Enterprises Inc.
O	03-28-2018	USL-rub rem		3,154.55	CIO200 Ciotti Enterprises Inc.
O	03-28-2018	USL-rub rem		2,494.40	CIO200 Ciotti Enterprises Inc.
O	03-30-2018	USL-rub rem		2,810.10	CIO200 Ciotti Enterprises Inc.
O	03-30-2018	USL-rub rem		2,508.30	CIO200 Ciotti Enterprises Inc.
O	04-16-2018	USL-rub rem		1,678.80	CIO200 Ciotti Enterprises Inc.
Other Total					16,575.05*
Dumpsters & Waste Mngmnt Total					16,575.05*
Primary Total					37,930.32*
505 Walnut Ave Apartments(USL) Total					37,930.32*
Report Total					37,930.32*

Add: 90-22-06 GilcoN

4,800.00

Total General Conditions

42,730.32

16-474 505 Walnut Ave Apartments (USL)

Include Closed Jobs: No

Other Divisions
3/19-4/18

Cat	Acctg Date	Description	Units	Amount	
03-50-01	Concrete Material				
O	03-28-2018	USL-42 cu yd concrete		4,719.30	HAN484 Hanson Aggregates New York LLC
O	03-28-2018	USL-37 cu yd concrete		4,085.10	HAN484 Hanson Aggregates New York LLC
O	03-28-2018	USL-12 cu yd concrete		1,712.40	HAN484 Hanson Aggregates New York LLC
O	03-28-2018	USL-8.5 cu yd concrete		1,344.03	HAN484 Hanson Aggregates New York LLC
O	03-28-2018	USL-96.5 cu yd concrete		11,868.71	HAN484 Hanson Aggregates New York LLC
O	03-28-2018	USL-99 cu yd concrete		12,081.70	HAN484 Hanson Aggregates New York LLC
O	03-28-2018	USL-5 cu yd concrete		867.75	HAN484 Hanson Aggregates New York LLC
O	03-30-2018	USL-8 cu yd concrete		974.70	HAN484 Hanson Aggregates New York LLC
O	03-30-2018	USL-120.5 cu yd concrete		14,616.41	HAN484 Hanson Aggregates New York LLC
O	03-30-2018	USL-5 cu yd concrete		712.75	HAN484 Hanson Aggregates New York LLC
O	04-04-2018	USL-13 cu yd concrete		1,427.40	HAN484 Hanson Aggregates New York LLC

Other Total

54,410.25*

Concrete Material Total

54,410.25*

Line ⑦

06-10-04 Rough Carpentry - Sub #3

O	03-21-2018	USL-fuel		27.52	CAP100 Capital One Bank (USA) NA
O	03-28-2018	USL-reinf poly tarp		130.00	JCS190 J C Smith Inc
O	03-28-2018	USL-clear poly		215.00	JCS190 J C Smith Inc
O	03-28-2018	USL-clean up bags		45.15	JCS190 J C Smith Inc
O	03-28-2018	USL-staples		137.63	JCS190 J C Smith Inc
O	03-28-2018	USL-reinf poly tarp		130.00	JCS190 J C Smith Inc
O	03-28-2018	USL-clear poly/reinf poly		345.00	JCS190 J C Smith Inc
O	03-28-2018	USL-nail/glove		44.00	JCS190 J C Smith Inc
O	03-28-2018	USL-sealant		38.58	MCQ130 McQuade & Bannigan Inc
O	03-28-2018	USL-epoxy		33.99	MCQ130 McQuade & Bannigan Inc
O	04-04-2018	USL-broom/hndl/poly/drywall		232.01	JCS190 J C Smith Inc
O	04-11-2018	USL-7/16x4x8 OSB		3,176.76	84L838 84 Lumber Company
O	04-11-2018	USL-2x4x16 #2&BTR FD SPF		535.55	84L838 84 Lumber Company
O	04-11-2018	USL-7/16x4x8 OSB		604.84	84L838 84 Lumber Company
O	04-11-2018	USL-2x4x8 KD SPF Prem Stud		369.00	84L838 84 Lumber Company
O	04-11-2018	USL-2x4x16 #2&BTR KD SPF		2,349.06	84L838 84 Lumber Company
O	04-11-2018	USL-1x3x12 Furring Strip		225.00	84L838 84 Lumber Company
O	04-11-2018	USL-1x3x12 Furring Strip		450.00	84L838 84 Lumber Company
O	04-11-2018	USL-2X4X8 KD SPF Prem Stud		1,578.36	84L838 84 Lumber Company
O	04-11-2018	USL-2x8x12 KD H-Fir #2&BTR		118.41	84L838 84 Lumber Company

Other Total

10,785.86*

Rough Carpentry - Sub #3 Total

10,785.86*

To 06-10-04 Worksheet

06-20-02 Misc Finish Carpentry

O	03-29-2018	USL-Older Rentals		2,113.56	SKY205 Skyworks Equipment Rental
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Other Total

2,113.56*

Misc Finish Carpentry Total

2,113.56*

09-02-12 Temporary Protections/Safety

O	03-28-2018	USL-02/22-03/21 scaffolding		6,090.10	GRE663 Great Lakes Scaffolding Inc.
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Other Total

6,090.10*

Temporary Protections/Safety Total

6,090.10*

Line 10

09-02-17 Material Hoisting

O	03-28-2018	USL-02/22-03/21 scaffolding		7,277.50	TRI050 Tri-City Scaffold Co Inc
O	03-28-2018	USL-02/07-03/06 scaffolding		4,738.98	GRE663 Great Lakes Scaffolding Inc.
O	03-28-2018	USL-02/22-03/21 scaffolding		451.12	GRE663 Great Lakes Scaffolding Inc.
O	03-30-2018	USL-tire replace		1,087.50	MID100 Mid Country Machinery Inc
O	03-30-2018	USL-tire replace		126.95	MID100 Mid Country Machinery Inc
O	03-30-2018	USL-02/01-02/28 #003317		2,750.00	MID100 Mid Country Machinery Inc
O	03-30-2018	USL-03/01-03/28 #003317		2,750.00	MID100 Mid Country Machinery Inc

Other Total

18,279.81*

Material Hoisting Total

18,279.81*

Line 10

23-02-10 Temp Heat

O	03-21-2018	USL-kero fuel		81.87	CAP100 Capital One Bank (USA) NA
O	03-21-2018	USL-kero fuel		77.56	CAP100 Capital One Bank (USA) NA
O	03-21-2018	USL-box fan		72.92	CAP100 Capital One Bank (USA) NA
O	03-28-2018	USL-1380.3 bulk propane		2,312.01	ENE241 Energy Gases Inc
O	03-28-2018	USL-1632.4 bulk propane		2,717.95	ENE241 Energy Gases Inc
O	03-28-2018	USL-1073.1 bulk propane		1,797.45	ENE241 Energy Gases Inc
O	03-28-2018	USL-1336.5 bulk propane		2,238.64	ENE241 Energy Gases Inc
O	03-28-2018	USL-1947.1 bulk propane		3,261.40	ENE241 Energy Gases Inc
O	03-28-2018	USL-445.8 bulk propane		746.72	ENE241 Energy Gases Inc
O	03-28-2018	USL-2272.1 bulk propane		3,805.77	ENE241 Energy Gases Inc
O	03-28-2018	USL-1349.1 bulk propane		2,259.75	ENE241 Energy Gases Inc
O	03-28-2018	USL-1186.2 bulk propane		1,986.89	ENE241 Energy Gases Inc
O	03-28-2018	USL-1071.9 bulk propane		1,071.90	ENE241 Energy Gases Inc

16-474 505 Walnut Ave Apartments(USL)

Include Closed Jobs: No

<u>Cat</u>	<u>Acctg Date</u>	<u>Description</u>	<u>Units</u>	<u>Amount</u>	
23-02-10	Temp Heat				
O	03-28-2018	USL-02/14-03/13 fire heater	2,331.32	SUN167	Sunbelt Rentals
O	03-28-2018	USL-02/09-03/08 fire heater	1,155.11	SUN167	Sunbelt Rentals
O	03-28-2018	USL-332.8 kerosene	965.42	SUP539	Superior Plus Energy Services
O	03-28-2018	USL-342.7 kerosene	995.92	SUP539	Superior Plus Energy Services
O	03-28-2018	USL-50.4 kerosene	150.66	SUP539	Superior Plus Energy Services
O	03-28-2018	(Rev)USL-02/09-03/08 fire heat	1,155.11	SUN167	Sunbelt Rentals
O	03-28-2018	USL-02/09-03/08 fire heater	1,069.55	SUN167	Sunbelt Rentals
O	03-28-2018	(Rev)USL-1071.9 bulk propane	1,071.90	ENE241	Energy Gases Inc
O	03-28-2018	USL-1071.9 bulk propane	1,795.44	ENE241	Energy Gases Inc
O	04-02-2018	USL- Acct#44790-43135	10,509.40	NAT999	National Grid
O	04-04-2018	USL-08/31-09/06 dehu	1,540.00	TEM600	Temporary Heating Technlgs LLC
O	04-04-2018	USL-03/08-04/05 heatwagon	2,400.00	TEM600	Temporary Heating Technlgs LLC
O	04-04-2018	USL-03/02-03/30 heatwagon	2,200.00	TEM600	Temporary Heating Technlgs LLC
O	04-04-2018	USL-03/08-04/05 heatwagon	1,700.00	TEM600	Temporary Heating Technlgs LLC
O	04-04-2018	USL-03/21-03/28 flagro	1,050.00	TEM600	Temporary Heating Technlgs LLC
		Other Total	47,911.52*		
		Temp Heat Total	47,911.52*		Line 52
88-02-01	Site Support				
O	03-21-2018	USL-cap sgl pull/tw	60.31	CAP100	Capital One Bank (USA) NA
O	03-21-2018	USL-fnp/smith	88.52	CAP100	Capital One Bank (USA) NA
O	03-28-2018	USL-extension cord	361.80	JCS190	J C Smith Inc
O	03-28-2018	USL-extension ladder	178.75	JCS190	J C Smith Inc
O	03-28-2018	USL-impact wrench	149.99	JCS190	J C Smith Inc
O	03-28-2018	USL-extension cord	251.00	JCS190	J C Smith Inc
O	03-30-2018	USL-scr/blade/wire/bit	58.55	MCQ130	McQuade & Bannigan Inc
O	04-02-2018	USL-gate hook &	24.02	CAP100	Capital One Bank (USA) NA
O	04-02-2018	USL-raf/wht d	50.89	CAP100	Capital One Bank (USA) NA
		Other Total	1,223.83*		
		Site Support Total	1,223.83*		To Site Support Worksheet
90-22-06	Gilcon LLC				
O	03-26-2018	USL-Consulting 3/12-3/23/18	3,200.00	GIL200	Gilcon LLC
O	04-09-2018	USL-Consulting 3/26-4/6/18	1,600.00	GIL200	Gilcon LLC
		Other Total	4,800.00*		
		Gilcon LLC Total	4,800.00*		To General Conditions Worksheet
91-01-10	General Liability Insurance				
O	03-26-2018	USL-Gen Liab 2/28/2018	25,162.28		
		Other Total	25,162.28*		
		General Liability Insurance Total	25,162.28*		Line 64
		Primary Total	170,777.21*		
		505 Walnut Ave Apartments(USL) Total	170,777.21*		
		Report Total	170,777.21*		

Copy
03-20-03
#3

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 2017153-9

To Owner: HUEBER BREUER CONSTRUCTION Project: 2017153 505 WALNUT AVENUE(USL) PO BOX 515

Application No.: 9

SYRACUSE, NY 13205

From Contractor: Whitacre Engineering Co. Via Architect: PO Box 8444 Canton, OH 44711

Distribution to:
☐ Owner
☐ Architect
☐ Contractor

Period To:

Project Nos: JOB 16-474

Contract For:

Contract Date:

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	\$972,205.00
2. Net Change By Change Order	\$4,683.00
3. Contract Sum To Date	\$976,888.00
4. Total Completed and Stored To Date	\$953,104.20
5. Retainage:	
a. 10.00% of Completed Work	\$95,310.42
b. 0.00% of Stored Material	\$0.00
Total Retainage	\$95,310.42
6. Total Earned Less Retainage	\$857,793.78
7. Less Previous Certificates For Payments	\$853,587.18
8. Current Payment Due	\$4,206.60
9. Balance To Finish, Plus Retainage	\$119,094.22

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: Whitacre Engineering Co.

By: [Signature] Date: 4-25-18

State of: OHIO County of: STARK
Subscribed and sworn to before me this 25 day of April 18
Notary Public:
My Commission expires: [Signature]



AMOUNT CERTIFIED \$ 4,206.60

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on th 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.

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$4,914.00	\$231.00
Total Approved this Month	\$0.00	\$0.00
TOTALS	\$4,914.00	\$231.00
Net Changes By Change Order	\$4,683.00	

CONTINUATION SHEET

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

Application No. : 9
 Application Date : 04/18/18
 To:
 Architect's Project No.: JOB 16-474

Invoice #: 2017153-9 Contract : 2017153 505 WALNUT AVENUE (USL)

A Item No.	B Description of Work	C Scheduled Value	D		E		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H Balance To Finish (C-G)	I Retainage
			From Previous Application (D+E)	Work Completed This Period In Place						
1.000	DETAILING (SHOP DRAWINGS)	17,725.00	17,725.00	0.00	0.00	0.00	0.00	17,725.00	0.00	1,772.50
2.001	PP1 - MATERIAL	56,458.00	56,458.00	0.00	0.00	0.00	0.00	56,458.00	0.00	5,645.80
2.002	PP1 - LABOR	81,864.00	81,864.00	0.00	0.00	0.00	0.00	81,864.00	0.00	8,186.40
2.100	PP2 - MATERIAL	50,458.00	50,458.00	0.00	0.00	0.00	0.00	50,458.00	0.00	5,045.80
2.101	PP2 - LABOR	73,164.00	73,164.00	0.00	0.00	0.00	0.00	73,164.00	0.00	7,316.40
2.200	PP3 - MATERIAL	46,458.00	46,458.00	0.00	0.00	0.00	0.00	46,458.00	0.00	4,645.80
2.201	PP3 - LABOR	67,364.00	67,364.00	0.00	0.00	0.00	0.00	67,364.00	0.00	6,736.40
2.300	PP4 - MATERIAL	46,058.00	46,058.00	0.00	0.00	0.00	0.00	46,058.00	0.00	4,605.80
2.301	PP4 - LABOR	66,784.00	66,784.00	0.00	0.00	0.00	0.00	66,784.00	0.00	6,678.40
2.400	PP5 - MATERIAL	46,400.00	46,400.00	0.00	0.00	0.00	0.00	46,400.00	0.00	4,640.00
2.401	PP5 - LABOR	67,280.00	67,280.00	0.00	0.00	0.00	0.00	67,280.00	0.00	6,728.00
2.500	PP6 - MATERIAL	46,800.00	46,800.00	0.00	0.00	0.00	0.00	46,800.00	0.00	4,680.00
2.501	PP6 - LABOR	67,860.00	67,860.00	0.00	0.00	0.00	0.00	67,860.00	0.00	6,786.00
2.600	PP7 - MATERIAL	37,434.00	37,434.00	0.00	0.00	0.00	0.00	37,434.00	0.00	3,743.40
2.601	PP7 - LABOR	48,479.00	48,479.00	0.00	0.00	0.00	0.00	48,479.00	0.00	4,847.90
2.700	PP8 - MATERIAL	38,500.00	38,500.00	0.00	0.00	0.00	0.00	38,500.00	0.00	3,850.00
2.701	PP8 - LABOR	50,025.00	50,025.00	0.00	0.00	0.00	0.00	50,025.00	0.00	5,002.50
3.000	LEVEL 02 STEEL SOMD - MATERIAL	4,790.00	4,790.00	0.00	0.00	0.00	0.00	4,790.00	0.00	479.00
3.001	LEVEL 02 STEEL SOMD - LABOR	5,875.00	5,875.00	0.00	0.00	0.00	0.00	5,875.00	0.00	587.50
4.000	MASONRY	12,477.00	0.00	0.00	0.00	0.00	0.00	0.00	12,477.00	0.00
5.000	SOG - MATERIAL	17,101.00	10,260.60	2,000.00	0.00	0.00	0.00	12,260.60	4,840.40	1,226.06
5.001	SOG - LABOR	22,851.00	13,710.60	2,674.00	0.00	0.00	0.00	16,384.60	6,466.40	1,638.46
7.000	*** TAX EXEMPT ***	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
8.000	*** CHANGE ORDERS ***	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
8.001	CO 1 JOISTS CJ9YS/STAIR#2 ADD REINF/CREDIT(PCOs101-103)	3,823.00	3,823.00	0.00	0.00	0.00	0.00	3,823.00	0.00	382.30
8.002	CO 3 FURNISH WELDABLE COUPLERS (PCO104)	860.00	860.00	0.00	0.00	0.00	0.00	860.00	0.00	86.00
Grand Totals		976,888.00	948,430.20	4,674.00	0.00	0.00	0.00	953,104.20	23,783.80	95,310.42

2017153

RECEIPT OF PROGRESS PAYMENT - RELEASE AND WAIVER OF LIENS AND CLAIMS
Subcontractor/Seller to Contractor/Buyer

Submitted By (Subcontractor/Seller): **The Whitacre Engineer Company**

Subcontract/PO#: **16-474-06**

Submitted To (Contractor/Buyer): **Hueber-Breuer Construction Co., Inc.**

Project: **505 Walnut Ave. Apartments** (HB #) **16-474** Owner: **Southside Genesee Partners, LLC**

THIS PAYMENT: \$ 4206.60 Invoice # 9 Period To: 4-18-18

On behalf of the above Subcontractor/Seller, the undersigned acknowledges receipt of the above progress or partial payment (THIS PAYMENT) and in consideration of said payment the Subcontractor/Seller hereby represents, warrants and certifies that receipt of this partial payment constitutes without exception full and complete payment less any retainage and other amounts withheld in accordance with Article 6 of the Subcontract Agreement (total net amount paid) for completed Work as represented on its approved invoices through the above "Period To" date for all goods and services provided in connection with performing the Work pursuant to the above Subcontract/PO.

The undersigned hereby represents, warrants and certifies that as of the "Period To" date above, except as expressly set forth below, the above Subcontractor/Seller has paid or has otherwise satisfied all known obligations, indebtedness, claims and amounts due and owing to its Subcontractors, Sub-subcontractors, suppliers, vendors, agents or any party or entity providing goods and services on behalf of the Subcontractor/Seller in connection with the Project and that there are no known liens filed and/or lien rights claimed in connection with or arising from performing the Work pursuant to the above Subcontract/PO for which Hueber-Breuer Construction Co., Inc. or the Owner might in any way be held responsible.

List below any party or entity (EXCEPTIONS) to which any amounts are due and owing from the Subcontractor/Seller that are NOT paid or otherwise satisfied by receipt of the above payment as of the "Period To" date.

EXCEPTIONS: NA

NO EXCEPTIONS: Initials of the undersigned YAB

Excluding any exceptions set forth above, in consideration of the above partial payment on account of Work performed pursuant to the above Subcontract/PO, the undersigned hereby represents, warrants and certifies that as of the above "Period To" date the Subcontractor/Seller agrees to indemnify, defend and hold harmless Hueber-Breuer Construction Co., Inc. and the Owner from and against any and all Claims, demands, judgments, liens, costs and expenses (including but not limited to attorneys' fees) hereafter made against the Project or any of the Indemnified Parties, by the above Subcontractor/Seller or any party or entity providing goods and services on behalf of the Subcontractor/Seller in connection with the Project relating to Work performed up to the "Period To" date.

This document becomes effective only when the check for the above payment has been properly and legally endorsed and has been paid by the bank upon which it was drawn.

PRINTED NAME OF UNDERSIGNED: YAN BUKOWY

TITLE: CFO

The undersigned attests that he/she has read, understands and freely agrees to all of the above and is an officer, owner, member or partner of the Subcontractor or is a representative of appropriate position duly authorized by the Subcontractor to execute this instrument.

SIGNATURE: [Signature] DATE: 4-25-18

NOTARY VERIFICATION REQUIRED

NOTARY PUBLIC'S SIGNATURE VERIFICATION

STATE: OHIO

COUNTY: STARK

On this 25 day of April in the year 2018, the individual named above who is signatory to this instrument appeared before me and is personally known to me or proved to me on the basis of satisfactory evidence to be said individual and before me did sign/execute this instrument.

Notary Public Signature



APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702 (Instructions on reverse side) PAGE ONE OF PAGES 6

PROJECT: 505 Walnut Ave
 TO OWNER: Hueber Breuer Const. Co. Inc.
 148 Beirwyn Avenue
 Syracuse, NY 13210
 FROM CONTRACTOR: Benedict Floor, Inc.
 6774 Route 31
 Memphis, NY 13112
 VIA ARCHITECT:
 CONTRACT FOR:

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 \$ 489,000.00
2. Net change by Change Orders. NOT A CHANGE ORDER
3. CONTRACT SUM TO DATE (Line 1 + 2)..... \$ 489,000.00
4. TOTAL COMPLETED & STORED TO DATE..... \$ 390,000.00
 (Column G on G703)
5. RETAINAGE:
 a. 10 % of Completed WORK \$ 39,000.00
 (Columns D + E on G703)
 b. % of Stored Material
 (Column F on G703)
 Total Retainage (Line 51 + 5b or
 Total in Column I of G703)..... \$ 39,000.00
6. TOTAL EARNED LESS RETAINAGE..... \$ 351,000.00
 (Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT
 (Line 6 from prior Certificate)..... \$ 288,000.00
8. CURRENT PAYMENT DUE..... \$ 63,000.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE
 (Line 3 less Line 6) \$ 138,000.00

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

The undersigned Contractor certifies that to the best of the 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: Benedict Floor, Inc.

Date: 4/18/2018

By: Kori Ann Wilkinson

State of: New York
 County of: Onondaga
 Subscribed and sworn to before me this 18 day of April, 2018

Notary Public: Kori Ann Wilkinson
 My Commission expires: 06/05/2021

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED.....\$

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

By:

Date:

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

AIA DOCUMENT G702 * APPLICATION AND CERTIFICATE FOR PAYMENT * 1992 EDITION * AIA * 1992 *
 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006-5292

G702-1992

KORI ANN WILKINSON
 NOTARY PUBLIC STATE OF NEW YORK
 ONONDAGA COUNTY
 LIC. # 01WI6359851
 COMM. EXP. 06/05/2021

AIA DOCUMENT G703

PAGE OF PAGES

APPLICATION NO:

APPLICATION DATE:

04/30/18

ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)				TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
	BASE SLAB	\$140,000.00	\$140,000.00				\$140,000.00	100.00%		
	TOPPING SLAB	\$120,000.00	\$70,000.00				\$70,000.00	58.33%	\$50,000.00	
	BASEMENT	\$100,000.00	\$35,000.00		\$40,000.00		\$75,000.00	75.00%	\$25,000.00	
	INTERIOR & EXTERIOR STAIRS	\$129,000.00	\$75,000.00		\$30,000.00		\$105,000.00	81.40%	\$24,000.00	
	GRAND TOTALS	\$489,000.00	\$320,000.00		\$70,000.00	\$0.00	\$390,000.00		\$99,000.00	

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

RECEIPT OF PROGRESS PAYMENT - RELEASE AND WAIVER OF LIENS AND CLAIMS

Subcontractor/Seller to Contractor/Buyer

Submitted By (Subcontractor/Seller):

Subcontract/PO#:

Submitted To (Contractor/Buyer): Hueber-Breuer Construction Co., Inc.

Project: 505 Walnut Ave. Apartments (HB #) 16-474 Owner: Southside Genesee Associates, LLC

THIS PAYMENT: \$ 103,000 Invoice # 8 Period To: 4-30-18

On behalf of the above Subcontractor/Seller, the undersigned acknowledges receipt of the above progress or partial payment (THIS PAYMENT) and in consideration of said payment the Subcontractor/Seller hereby represents, warrants and certifies that receipt of this partial payment constitutes without exception full and complete payment less any retainage and other amounts withheld in accordance with Article 6 of the Subcontract Agreement (total net amount paid) for completed Work as represented on its approved invoices through the above "Period To" date for all goods and services provided in connection with performing the Work pursuant to the above Subcontract/PO.

The undersigned hereby represents, warrants and certifies that as of the "Period To" date above, except as expressly set forth below, the above Subcontractor/Seller has paid or has otherwise satisfied all known obligations, indebtedness, claims and amounts due and owing to its Subcontractors, Sub-subcontractors, suppliers, vendors, agents or any party or entity providing goods and services on behalf of the Subcontractor/Seller in connection with the Project and that there are no known liens filed and/or lien rights claimed in connection with or arising from performing the Work pursuant to the above Subcontract/PO for which Hueber-Breuer Construction Co., Inc. or the Owner might in any way be held responsible.

List below any party or entity (EXCEPTIONS) to which any amounts are due and owing from the Subcontractor/Seller that are NOT paid or otherwise satisfied by receipt of the above payment as of the "Period To" date.

EXCEPTIONS: NA

NO EXCEPTIONS: Initials of the undersigned KMA

Excluding any exceptions set forth above, in consideration of the above partial payment on account of Work performed pursuant to the above Subcontract/PO, the undersigned hereby represents, warrants and certifies that as of the above "Period To" date the Subcontractor/Seller agrees to indemnify, defend and hold harmless Hueber-Breuer Construction Co., Inc. and the Owner from and against any and all Claims, demands, judgments, liens, costs and expenses (including but not limited to attorneys' fees) hereafter made against the Project or any of the Indemnified Parties, by the above Subcontractor/Seller or any party or entity providing goods and services on behalf of the Subcontractor/Seller in connection with the Project relating to Work performed up to the "Period To" date.

~~This document becomes effective only when the check for the above payment has been properly and legally endorsed and has been paid by the bank upon which it was drawn.~~

PRINTED NAME OF UNDERSIGNED: Kileen M. Allen

TITLE: Secretary/Treasurer

The undersigned attests that he/she has read, understands and freely agrees to all of the above and is an officer, owner, member or partner of the Subcontractor or is a representative of appropriate position duly authorized by the Subcontractor to execute this instrument.

SIGNATURE: Kileen M. Allen DATE: 4-17-18

NOTARY VERIFICATION REQUIRED

NOTARY PUBLIC'S SIGNATURE VERIFICATION

STATE: New York COUNTY: Onondaga

On this 17 day of April in the year 2018, the individual named above who is signatory to this instrument appeared before me and is personally known to me or proved to me on the basis of satisfactory evidence to be said individual and before me did sign/execute this instrument.

Kori Ann Wilkinson
Notary Public Signature

KORI ANN WILKINSON
NOTARY PUBLIC STATE OF NEW YORK
ONONDAGA COUNTY
LIC. # 01WI6359851
COMM EXP 06/05/2021 00 65 19

G702 APPLICATION and CERTIFICATE for PAYMENT

To: Hueber-Breuer Construction Co. Inc. Project: 505 Walnut Avenue
PO Box 515 505 Walnut Avenue
Syracuse, NY 13206-0515 Syracuse, NY 13208

From: C & D LaFace Construction, Inc.
8531 Oswego Rd, Suite A
Baldwinsville, NY 13027

Contract For: Unit Masonry Panels

Via Architect: Erdy McHenry Architecture,

Application No: 5

App. Date: April 11, 2018

Period to: April 30, 2018

Project No:

Contract Date:

Distribution to:

- ☐ OWNER
☐ CONSTRUCTION MGR.
☐ ARCHITECT
☐ CONTRACTOR
☐ OTHER

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM

1,312,000.00

2. Net Change By Change Orders

120,000.00

3. CONTRACT SUM TO DATE

1,432,000.00

4. TOTAL COMPLETED AND STORED TO DATE

1,103,234.20

5. RETAINAGE:

a. 10% of Completed Work

110,323.43

b. of Stored Material

0.00

TOTAL RETAINAGE

110,323.43

6. TOTAL EARNED LESS RETAINAGE

992,910.77

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

764,181.45

8. CURRENT PAYMENT DUE

228,729.32

9. BALANCE TO FINISH, INCLUDING RETAINAGE

439,089.23

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	120,000.00	0.00
Total approval this Month	0.00	0.00
TOTALS	\$ 120,000.00	\$ 0.00
NET CHANGES by Change Order	\$ 120,000.00	

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: C & D LaFace Construction, Inc.

By: Carmean Rachetta, President Date: April 17, 2018

State of: New York

County of: Onondaga

Subscribed and sworn before me this 17th day of April, 2018

Carmean Rachetta, President, personally appeared before me, the undersigned notary public, and provided satisfactory evidence of identification to be the person who signed this document in my presence and swore or affirmed to me that the contents of this document are truthful and accurate to the best of his/her knowledge and belief.

Notary Public: Lawrence E. DeWitt My Commission expires: 9/29/18

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED

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

ARCHITECT:

By:

Date:

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

CONTINUATION SHEET G703

PROJECT: 505 Walnut Avenue

C & D LaFace Construction, Inc.

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

Application No: 5

App. Date: April 11, 2018

Period to: April 30, 2018

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

Project No:

A Item #	B Description of Work	C Schedule of Values	D Work Completed		E This Period	F Materials Stored & Used Prior + Current	G Total Completed and Stored To Date	H Balance to Finish	I Retainage
			From Previous Application(s)						
1	Tower 1 Labor	258,867.00	0.00		38,830.05		38,830.05	220,036.95	3,883.01
2	Tower 1 Material	140,989.00	0.00		70,494.50		70,494.50	70,494.50	7,049.45
3	Tower 4 Labor	10,203.00	0.00		0.00		0.00	10,203.00	0.00
4	Tower 4 Material	5,640.00	0.00		2,820.00		2,820.00	2,820.00	282.00
5	Tower 3 Labor	283,010.00	226,408.00		42,451.50		268,859.50	14,150.50	26,885.95
6	Tower 3 Material	226,172.00	226,172.00		0.00		226,172.00	0.00	22,617.20
7	Tower 2 Labor	221,217.00	110,608.50		99,547.65		210,156.15	11,060.85	21,015.62
8	Tower 2 Material	165,902.00	165,902.00		0.00		165,902.00	0.00	16,590.20
9	Winter Protection	120,000.00	120,000.00		0.00		120,000.00	0.00	12,000.00

144,819.15

GRAND TOTAL:	1,432,000.00	849,090.50	254,143.70	1,103,234.20	77.04	328,765.80	110,323.43
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A=Line Item Number
B=Brief Item Description
C=Total Value of Item
D=Total of D and E From Previous Application(s) (if Any)
E=Total Work Completed For This Application
F=Materials Purchased and Stored for Project
G=Total of All Work Completed and Materials Stored for Project
H=Remaining Balance of Amount to Finish
I=Amount Withheld from G

RECEIPT OF PROGRESS PAYMENT - RELEASE AND WAIVER OF LIENS AND CLAIMS
Subcontractor/Seller to Contractor/Buyer

Submitted By (Subcontractor/Seller): C&D LaFace Construction Inc.

Subcontract/PO#: 16-474-17

Submitted To (Contractor/Buyer): Hueber-Breuer Construction Co., Inc.

Project: 505 Walnut Ave. Apartments (HB # 16-474)

Owner: Southside Genesee Associates, LLC

THIS PAYMENT: \$ 228,729.32

Invoice # 5 Period To: 4/30/2018

On behalf of the above Subcontractor/Seller, the undersigned acknowledges receipt of the above progress or partial payment (THIS PAYMENT) and in consideration of said payment the Subcontractor/Seller hereby represents, warrants and certifies that receipt of this partial payment constitutes without exception full and complete payment less any retainage and other amounts withheld in accordance with Article 6 of the Subcontract Agreement (total net amount paid) for completed Work as represented on its approved invoices through the above "Period To" date for all goods and services provided in connection with performing the Work pursuant to the above Subcontract/PO.

The undersigned hereby represents, warrants and certifies that as of the "Period To" date above, except as expressly set forth below, the above Subcontractor/Seller has paid or has otherwise satisfied all known obligations, indebtedness, claims and amounts due and owing to its Subcontractors, Sub-subcontractors, suppliers, vendors, agents or any party or entity providing goods and services on behalf of the Subcontractor/Seller in connection with the Project and that there are no known liens filed and/or lien rights claimed in connection with or arising from performing the Work pursuant to the above Subcontract/PO for which Hueber-Breuer Construction Co., Inc. or the Owner might in any way be held responsible.

List below any party or entity (EXCEPTIONS) to which any amounts are due and owing from the Subcontractor/Seller that are NOT paid or otherwise satisfied by receipt of the above payment as of the "Period To" date.

EXCEPTIONS: _____

NO EXCEPTIONS: Initials of the undersigned CR

Excluding any exceptions set forth above, in consideration of the above partial payment on account of Work performed pursuant to the above Subcontract/PO, the undersigned hereby represents, warrants and certifies that as of the above "Period To" date the Subcontractor/Seller agrees to indemnify, defend and hold harmless Hueber-Breuer Construction Co., Inc. and the Owner from and against any and all Claims, demands, judgments, liens, costs and expenses (including but not limited to attorneys' fees) hereafter made against the Project or any of the Indemnified Parties, by the above Subcontractor/Seller or any party or entity providing goods and services on behalf of the Subcontractor/Seller in connection with the Project relating to Work performed up to the "Period To" date.

This document becomes effective only when the check for the above payment has been properly and legally endorsed and has been paid by the bank upon which it was drawn.

PRINTED NAME OF UNDERSIGNED: Carmena Rachetta

TITLE: President

The undersigned attests that he/she has read, understands and freely agrees to all of the above and is an officer, owner, member or partner of the Subcontractor or is a representative of appropriate position duly authorized by the Subcontractor to execute this instrument.

SIGNATURE: Carmen Rachetta, president

DATE: 4/17/2018

NOTARY VERIFICATION REQUIRED

NOTARY PUBLIC'S SIGNATURE VERIFICATION

STATE NEW YORK COUNTY: ONEIDA

On this 17TH day of April in the year 2018, the individual named above who is signatory to this instrument appeared before me and is personally known to me or proved to me on the basis of satisfactory evidence to be said individual and before me did sign/execute this instrument.

Lori E. Detran
Notary Public Signature

LORI E. DETRAN
NOTARY PUBLIC NEW YORK STATE
QUAL. ONON. CO. NO. 4866815
MY COMMISSION EXPIRES 4/26/18

AIA Document G702 - 1992

Application and Certificate for Payment

copy
06-4-02
#14
cont #31

To Owner:	Heiber Breier Construction Company 148 Berwyn Avenue, P. O. Box 515 Syracuse, NY 13205-0515	Project:	505 Walnut Avenue 505 Walnut Avenue Syracuse, NY 13208	Application #:	7	Distribution to:	OWNER ARCHITECT CONTRACTOR
From:	84 Lumber Company, LP 1019 State Route 519, Building 4 Eighty Four, PA 15330	Via:	Erly McHenry Architecture, LLC 915 N. Arianna St. Philadelphia, PA 19123	Contract for:	Rough Framing 8/10/2017		
Contractor:		Architect:		Project NOS.:	16-474-07		
				Subcontract #:			
				Vendor #:			

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM: \$ 3,490,000.00
2. Net change by Change Orders: \$ 54,439.66
3. CONTRACT SUM TO DATE (LINE 1 + 2): \$ 3,544,439.66
4. TOTAL COMPLETED & STORED TO DATE (Column 6 on G703): \$ 3,544,587.66

5. RETAINAGE:

- a. 10 % of Completed Work
(Column D + E on G703) \$ 354,458.77
- b. 10 % of Stored Material
(Column F on G703) \$ 50.00

Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 354,458.77

6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) \$ 3,190,128.89

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 3,077,828.85

8. CURRENT PAYMENT DUE \$ 112,300.05

9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 Less Line 6) \$ 364,290.77

CHANGE ORDER SUMMARY	
Total changes approved in previous months by Owner	\$64,419.66
Total approved this Month	\$0.00
TOTALS	\$64,419.66
NET CHANGES by Change Order	\$64,419.66

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 hereth is now due.

CONTRACTOR: 84 Lumber Company

By: David F. [Signature] Date: 03-26-2018
 State of: New York Notary Public, State of New York
 County of: Marion Qualified in Marion County
 Lic No. 01BEC028137
 Commission Expires 07/19/21

Subscribed and sworn to before me this 26 day of March 2018

Notary Public: David F. [Signature]
 My Commission expires: July 19 2021

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 of the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled in payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

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

ARCHITECT:

By: _____ Date: _____

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

CONTINUATION SHEET

AIA Document G703 - 1992

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

APPLICATION NO: 7
APPLICATION DATE: 3/31/2018
PERIOD TO: 3/31/2018
ARCHITECT'S PROJECT NO:

Rough Framing

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					
	Project Start/Mob/Demob								
00001	Bonds	\$41,880.00	\$41,880.00	\$0.00	\$0.00	\$41,880.00	100.00%	\$0.00	\$4,188.00
00001	Insurances	\$15,000.00	\$15,000.00	\$0.00	\$0.00	\$15,000.00	100.00%	\$0.00	\$1,500.00
00002	Mobilization	\$37,397.00	\$37,397.00	\$0.00	\$0.00	\$37,397.00	100.00%	\$0.00	\$3,739.70
00003	Demobilization	\$35,332.00	\$24,000.00	\$6,000.00	\$0.00	\$30,000.00	84.91%	\$5,332.00	\$3,000.00
	Loose & Punch								
00004	Blocking	\$42,880.00	\$30,016.00	\$12,864.00	\$0.00	\$42,880.00	100.00%	\$0.00	\$4,288.00
00005	EMP	\$4,087.00	\$4,087.00	\$0.00	\$0.00	\$4,087.00	100.00%	\$0.00	\$408.70
00006	Red Run & Anchor Hardware	\$76,197.00	\$76,197.00	\$0.00	\$0.00	\$76,197.00	100.00%	\$0.00	\$7,619.70
00005	ShimPin	\$69,948.00	\$69,948.00	\$0.00	\$0.00	\$69,948.00	100.00%	\$0.00	\$6,994.80
00007	Enails & Punchlist	\$118,106.00	\$75,168.00	\$42,938.00	\$0.00	\$118,106.00	100.00%	\$0.00	\$11,810.60
	Tower 3 Rough Framing								
00008	Framing Labor	\$327,936.30	\$327,936.30	\$0.00	\$0.00	\$327,936.30	100.00%	\$0.00	\$32,793.63
00009	Truss Materials	\$144,156.00	\$144,156.00	\$0.00	\$0.00	\$144,156.00	100.00%	\$0.00	\$14,415.60
00010	Panel Materials	\$253,229.85	\$253,229.85	\$0.00	\$0.00	\$253,229.85	100.00%	\$0.00	\$25,322.99
00011	Loose Materials	\$132,658.00	\$132,658.00	\$0.00	\$0.00	\$132,658.00	100.00%	\$0.00	\$13,265.80
	Tower 4 Rough Framing								
00012	Framing Labor	\$253,150.12	\$238,000.00	\$15,150.12	\$0.00	\$253,150.12	100.00%	\$0.00	\$25,315.01
00013	Truss Materials	\$110,000.00	\$110,000.00	\$0.00	\$0.00	\$110,000.00	100.00%	\$0.00	\$11,000.00
00014	Panel Materials	\$202,824.41	\$202,824.41	\$0.00	\$0.00	\$202,824.41	100.00%	\$0.00	\$20,282.44
00015	Loose Materials	\$60,514.00	\$53,000.00	\$7,514.00	\$0.00	\$60,514.00	100.00%	\$0.00	\$6,051.40
	Tower 2 Rough Framing								
00016	Framing Labor	\$330,000.00	\$325,500.00	\$0.00	\$0.00	\$325,500.00	98.64%	\$4,500.00	\$32,550.00
00017	Truss Materials	\$162,972.00	\$162,972.00	\$0.00	\$0.00	\$162,972.00	100.00%	\$0.00	\$16,297.20
00018	Panel Materials	\$427,334.00	\$427,334.00	\$0.00	\$0.00	\$427,334.00	100.00%	\$0.00	\$42,733.40
00019	Loose Materials	\$112,313.00	\$112,313.00	\$0.00	\$0.00	\$112,313.00	100.00%	\$0.00	\$11,231.30
	Tower 1 Rough Framing								
00020	Framing Labor	\$225,347.84	\$194,000.00	\$31,347.84	\$0.00	\$225,347.84	100.00%	\$0.00	\$22,534.78
00021	Truss Materials	\$83,544.98	\$83,544.98	\$0.00	\$0.00	\$83,544.98	100.00%	\$0.00	\$8,354.50
00022	Panel Materials	\$208,228.63	\$208,228.63	\$0.00	\$0.00	\$208,228.63	100.00%	\$0.00	\$20,822.86
00023	Loose Materials	\$64,963.87	\$56,000.00	\$8,963.87	\$0.00	\$64,963.87	100.00%	\$0.00	\$6,496.39
Subtotal P1		\$3,490,000.00	\$3,355,390.17	\$124,777.83	\$0.00	\$3,480,168.00	99.72%	\$9,832.00	\$348,016.80

CONTINUATION SHEET

AIA Document G703 - 1992

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

APPLICATION NO: 7
APPLICATION DATE: 3/31/2018
PERIOD TO: 3/31/2018
ARCHITECT'S PROJECT NO: Rough Framing

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D	E	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD				
	Change Orders:							
00024	CCO#001 Blocking Install	\$10,042.50	\$10,042.50	\$0.00	\$0.00	\$10,042.50	\$0.00	\$1,004.25
00025	CCO#001 Blocking Materials	\$2,033.16	\$2,033.16	\$0.00	\$0.00	\$2,033.16	\$0.00	\$203.32
00026	CCO#001 Blocking UFP	\$32,344.00	\$32,344.00	\$0.00	\$0.00	\$32,344.00	\$0.00	\$3,234.40
00027	CCO#002 Install	\$20,000.00	\$20,000.00	\$0.00	\$0.00	\$20,000.00	\$0.00	\$2,000.00
00028	CCO#002 Materials	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
00029		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
00030		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
00029		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
00031		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
00032		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
00033		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
00034		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
00035		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
00035		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
00036		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
00037		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
00038		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
00039		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
00040		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
00041		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
00042		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
00043		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
00044		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
00045		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
00046		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total P1 & P2		\$3,554,419.66	\$3,419,809.83	\$124,777.83	\$0.00	\$3,544,587.66	\$9,832.00	\$354,458.77

RECEIPT OF PROGRESS PAYMENT - RELEASE AND WAIVER OF LIENS AND CLAIMS

Subcontractor/Seller to Contractor/Buyer

Submitted By (Subcontractor/Seller): 84 Lumber

Subcontract/PO#: 16-474-07

Submitted To (Contractor/Buyer): Hueber-Breuer Construction Co., Inc.

Project: 505 Walnut Ave. Apartment
(HB # 16-474)

Owner: Southside Genesee Associates, LLC

THIS PAYMENT: \$ \$112,300.05

Invoice #: 7 Period To: March 28, 2018

On behalf of the above Subcontractor/Seller, the undersigned acknowledges receipt of the above progress or partial payment (THIS PAYMENT) and in consideration of said payment the Subcontractor/Seller hereby represents, warrants and certifies that receipt of this partial payment constitutes without exception full and complete payment less any retainage and other amounts withheld in accordance with Article 6 of the Subcontract Agreement (total net amount paid) for completed Work as represented on its approved invoices through the above "Period To" date for all goods and services provided in connection with performing the Work pursuant to the above Subcontract/PO.

The undersigned hereby represents, warrants and certifies that as of the "Period To" date above, except as expressly set forth below, the above Subcontractor/Seller has paid or has otherwise satisfied all known obligations, indebtedness, claims and amounts due and owing to its Subcontractors, Sub-subcontractors, suppliers, vendors, agents or any party or entity providing goods and services on behalf of the Subcontractor/Seller in connection with the Project and that there are no known liens filed and/or lien rights claimed in connection with or arising from performing the Work pursuant to the above Subcontract/PO for which Hueber-Breuer Construction Co., Inc. or the Owner might in any way be held responsible.

List below any party or entity (EXCEPTIONS) to which any amounts are due and owing from the Subcontractor/Seller that are NOT paid or otherwise satisfied by receipt of the above payment as of the "Period To" date.

EXCEPTIONS: _____

NO EXCEPTIONS: Initials of the undersigned HN

Excluding any exceptions set forth above, in consideration of the above partial payment on account of Work performed pursuant to the above Subcontract/PO, the undersigned hereby represents, warrants and certifies that as of the above "Period To" date the Subcontractor/Seller agrees to indemnify, defend and hold harmless Hueber-Breuer Construction Co., Inc. and the Owner from and against any and all claims, demands, judgments, liens, costs and expenses (including but not limited to attorneys' fees) hereafter made against the Project or any of the Indemnified Parties by the above Subcontractor/Seller or any party or entity providing goods and services on behalf of the Subcontractor/Seller in connection with the Project relating to Work performed up to the "Period To" date.

This document becomes effective only when the check for the above payment has been properly and legally endorsed and has been paid by the bank upon which it was drawn.

PRINTED NAME OF UNDERSIGNED: Harold Franklin Naron Jr.

TITLE: Project Manager

The undersigned attests that he/she has read, understands and freely agrees to all of the above and is an officer, owner, member or partner of the Subcontractor or is a representative of appropriate position duly authorized by the Subcontractor to execute this instrument.

SIGNATURE: Harold Franklin Naron Jr. DATE: 03-28-2018

NOTARY VERIFICATION REQUIRED

NOTARY PUBLIC'S SIGNATURE VERIFICATION

STATE: NY

COUNTY: Monroe

On this 26 day of March in the year 2018, the individual named above who is signatory to this instrument appeared before me and is personally known to me or proved to me on the basis of satisfactory evidence to be said individual and before me did sign/execute this instrument.

MELISSA J. BEADLE WENCEK
Notary Public, State of New York
Cts. Tst in Monroe County
Lic. No. 01BE6028137
My Commission Expires 07/19/2021

[Signature]
Notary Public Signature

AIA Document G702 - 1992
Application and Certificate for Payment

copy
06-4-02
#44
cont #26 & #32

To Owner:	Heuber Breuer Construction Company 148 Berwyn Avenue, P. O. Box 515 Syracuse, NY 13205-0515	Project:	505 Walnut Avenue 505 Walnut Avenue Syracuse, NY 13208	Application#:	8	Distribution to:	OWNER
From		Via		Contract for:	Rough Framing	ARCHITECT	
Contractor:	84 Lumber Company, LP 1019 State Route 519, Building 4 Eighty Four, PA 15330	Architect:	Erdy McHenry Architecture, LLC 915 N. Arianna St. Philadelphia, PA 19123	Contract Date:	8/10/2017	CONTRACTOR	X
				Project NOS.:			
				Subcontract#:	16-474-07		
				Vendor #:			

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM.....\$ 3,490,000.00
2. Net change by Change Orders.....\$ 89,466.65
3. CONTRACT SUM TO DATE (LINE 1 + 2).....\$ 3,579,466.65
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703).....\$ 3,579,466.65

5. RETAINAGE:

a. 10 % of Completed Work
(Column D + E on G703)

\$ 357,946.67

b. 10 % of Stored Material
(Column F on G703)

\$ \$0.00

Total Retainage (Lines 5a + 5b or Total in Column I of G703).....\$ 357,946.67

6. TOTAL EARNED LESS RETAINAGE.....\$ 3,221,519.99
(Line 4 Less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT.....\$ 3,190,128.89
(Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE.....\$ 31,391.09

9. BALANCE TO FINISH, INCLUDING RETAINAGE

\$ 357,946.67
(Line 3 Less Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$64,419.66	\$0.00
Total approved this Month	\$25,046.99	\$0.00
TOTALS	\$89,466.65	
NET CHANGES by Change Order	\$89,466.65	

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: 84 Lumber Company

By:

Handwritten signature
Date: 04/23/2018

State of:

New York

County of:

Livingston

CAROLE A FARR
NOTARY PUBLIC STATE OF NEW YORK
LIVINGSTON

Subscribed and sworn to before

me this 23 day of April 2018

LIC. #01SU4923645
COMM. EXP. 3/14/2022

Notary Public: *Carole A Farr*

My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED.....

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

ARCHITECT:

By:

Date:

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

CONTINUATION SHEET

AIA Document G703 - 1992

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

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

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

APPLICATION NO: 8
APPLICATION DATE: 4/30/2018
PERIOD TO: 4/30/2018
ARCHITECT'S PROJECT NO:

Rough Framing

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD				
	Project Start/Mob/Demob							
00001	Bonds	\$41,880.00	\$41,880.00	\$0.00	\$0.00	\$41,880.00	\$0.00	\$4,188.00
00001	Insurances	\$15,000.00	\$15,000.00	\$0.00	\$0.00	\$15,000.00	\$0.00	\$1,500.00
00002	Mobilization	\$37,397.00	\$37,397.00	\$0.00	\$0.00	\$37,397.00	\$0.00	\$3,739.70
00003	Demobilization	\$35,332.00	\$30,000.00	\$5,332.00	\$0.00	\$35,332.00	\$0.00	\$3,533.20
	Loose & Punch							
00004	Blocking	\$42,880.00	\$42,880.00	\$0.00	\$0.00	\$42,880.00	\$0.00	\$4,288.00
00005	EWP	\$4,087.00	\$4,087.00	\$0.00	\$0.00	\$4,087.00	\$0.00	\$408.70
00006	Red Runs & Anchor Hardware	\$26,197.00	\$26,197.00	\$0.00	\$0.00	\$26,197.00	\$0.00	\$2,619.70
00005	Simson	\$69,948.00	\$69,948.00	\$0.00	\$0.00	\$69,948.00	\$0.00	\$6,994.80
00007	Finals & Punchlist	\$118,106.00	\$118,106.00	\$0.00	\$0.00	\$118,106.00	\$0.00	\$11,810.60
	Tower 3 Rough Framing							
00008	Framing Labor	\$327,936.30	\$327,936.30	\$0.00	\$0.00	\$327,936.30	\$0.00	\$32,793.63
00009	Truss Materials	\$144,156.00	\$144,156.00	\$0.00	\$0.00	\$144,156.00	\$0.00	\$14,415.60
00010	Panel Materials	\$253,229.85	\$253,229.85	\$0.00	\$0.00	\$253,229.85	\$0.00	\$25,322.99
00011	Loose Materials	\$132,658.00	\$132,658.00	\$0.00	\$0.00	\$132,658.00	\$0.00	\$13,265.80
	Tower 4 Rough Framing							
00012	Framing Labor	\$253,150.12	\$253,150.12	\$0.00	\$0.00	\$253,150.12	\$0.00	\$25,315.01
00013	Truss Materials	\$110,000.00	\$110,000.00	\$0.00	\$0.00	\$110,000.00	\$0.00	\$11,000.00
00014	Panel Materials	\$202,824.41	\$202,824.41	\$0.00	\$0.00	\$202,824.41	\$0.00	\$20,282.44
00015	Loose Materials	\$60,514.00	\$60,514.00	\$0.00	\$0.00	\$60,514.00	\$0.00	\$6,051.40
	Tower 2 Rough Framing							
00016	Framing Labor	\$330,000.00	\$330,000.00	\$4,500.00	\$0.00	\$330,000.00	\$0.00	\$33,000.00
00017	Truss Materials	\$162,972.00	\$162,972.00	\$0.00	\$0.00	\$162,972.00	\$0.00	\$16,297.20
00018	Panel Materials	\$427,334.00	\$427,334.00	\$0.00	\$0.00	\$427,334.00	\$0.00	\$42,733.40
00019	Loose Materials	\$112,313.00	\$112,313.00	\$0.00	\$0.00	\$112,313.00	\$0.00	\$11,231.30
	Tower 1 Rough Framing							
00020	Framing Labor	\$225,347.84	\$225,347.84	\$0.00	\$0.00	\$225,347.84	\$0.00	\$22,534.78
00021	Truss Materials	\$83,544.98	\$83,544.98	\$0.00	\$0.00	\$83,544.98	\$0.00	\$8,354.50
00022	Panel Materials	\$208,228.63	\$208,228.63	\$0.00	\$0.00	\$208,228.63	\$0.00	\$20,822.86
00023	Loose Materials	\$64,963.87	\$64,963.87	\$0.00	\$0.00	\$64,963.87	\$0.00	\$6,496.39
	Subtotal P1	\$3,490,000.00	\$3,480,168.00	\$9,832.00	\$0.00	\$3,490,000.00	\$0.00	\$349,000.00

CONTINUATION SHEET

AIA Document G703 - 1992

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT,

containing Contractor's signed certification is attached.

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

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

APPLICATION NO: 8
APPLICATION DATE: 4/30/2018
PERIOD TO: 4/30/2018
ARCHITECT'S PROJECT NO:

Rough Framing

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD				
	Change Orders:							
00024	CCO#001 Blocking Install	\$10,042.50	\$10,042.50	\$0.00	\$0.00	\$10,042.50	\$0.00	\$1,004.25
00025	CCO#001 Blocking Materials	\$2,033.16	\$2,033.16	\$0.00	\$0.00	\$2,033.16	\$0.00	\$203.32
00026	CCO#001 Blocking UFP	\$32,344.00	\$32,344.00	\$0.00	\$0.00	\$32,344.00	\$0.00	\$3,234.40
00027	CCO#002 Install	\$20,000.00	\$20,000.00	\$0.00	\$0.00	\$20,000.00	\$0.00	\$2,000.00
00028	CCO#002 Materials	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
00029	CCO#003 Install	\$4,420.00	\$0.00	\$4,420.00	\$0.00	\$4,420.00	\$0.00	\$442.00
00030	CCO#003 Materials	\$61.99	\$0.00	\$61.99	\$0.00	\$61.99	\$0.00	\$6.20
00031	CCO#004 Install	\$20,565.00	\$0.00	\$20,565.00	\$0.00	\$20,565.00	\$0.00	\$2,056.50
00032	CCO#004 Materials	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
00033		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
00034		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
00035		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
00036		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
00037		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
00038		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
00039		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
00040		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
00041		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
00042		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
00043		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
00044		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
00045		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
00046		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
00047		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
00048		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total P1 & P2		\$3,579,466.65	\$3,544,587.66	\$34,878.99	\$0.00	\$3,579,466.65	\$0.00	\$357,946.67

RECEIPT OF PROGRESS PAYMENT - RELEASE AND WAIVER OF LIENS AND CLAIMS

Subcontractor/Seller to Contractor/Buyer

Submitted By (Subcontractor/Seller): 84 Lumber

Subcontract/PO#: 16-474-07

Submitted To (Contractor/Buyer): Hueber-Breuer Construction Co., Inc.

Project: 505 Walnut Ave. (HB # 16-474)

Owner: USL

THIS PAYMENT: \$ \$31,391.09

Invoice #: 8 Period To: April 30, 2018

On behalf of the above Subcontractor/Seller, the undersigned acknowledges receipt of the above progress or partial payment (THIS PAYMENT) and in consideration of said payment the Subcontractor/Seller hereby represents, warrants and certifies that receipt of this partial payment constitutes without exception full and complete payment less any retainage and other amounts withheld in accordance with Article 6 of the Subcontract Agreement (total net amount paid) for completed Work as represented on its approved invoices through the above "Period To" date for all goods and services provided in connection with performing the Work pursuant to the above Subcontract/PO.

The undersigned hereby represents, warrants and certifies that as of the "Period To" date above, except as expressly set forth below, the above Subcontractor/Seller has paid or has otherwise satisfied all known obligations, indebtedness, claims and amounts due and owing to its Subcontractors, Sub-subcontractors, suppliers, vendors, agents or any party or entity providing goods and services on behalf of the Subcontractor/Seller in connection with the Project and that there are no known liens filed and/or lien rights claimed in connection with or arising from performing the Work pursuant to the above Subcontract/PO for which Hueber-Breuer Construction Co., Inc. or the Owner might in any way be held responsible.

List below any party or entity (EXCEPTIONS) to which any amounts are due and owing from the Subcontractor/Seller that are NOT paid or otherwise satisfied by receipt of the above payment as of the "Period To" date.

EXCEPTIONS: _____

NO EXCEPTIONS: Initials of the undersigned [Signature]

Excluding any exceptions set forth above, in consideration of the above partial payment on account of Work performed pursuant to the above Subcontract/PO, the undersigned hereby represents, warrants and certifies that as of the above "Period To" date the Subcontractor/Seller agrees to indemnify, defend and hold harmless Hueber-Breuer Construction Co., Inc. and the Owner from and against any and all Claims, demands, judgments, liens, costs and expenses (including but not limited to attorneys' fees) hereafter made against the Project or any of the Indemnified Parties, by the above Subcontractor/Seller or any party or entity providing goods and services on behalf of the Subcontractor/Seller in connection with the Project relating to Work performed up to the "Period To" date.

This document becomes effective only when the check for the above payment has been properly and legally endorsed and has been paid by the bank upon which it was drawn.

PRINTED NAME OF UNDERSIGNED: Harold Franklin Naron Jr.

TITLE: Project Manager

The undersigned attests that he/she has read, understands and freely agrees to all of the above and is an officer, owner, member or partner of the Subcontractor or is a representative of appropriate position duly authorized by the Subcontractor to execute this instrument.

SIGNATURE: [Signature] DATE: 04/23/2018

NOTARY VERIFICATION REQUIRED

NOTARY PUBLIC'S SIGNATURE VERIFICATION

STATE: NY

COUNTY: Monroe

On this 23 day of April in the year 2018, the individual named above who is signatory to this instrument appeared before me and is personally known to me or proved to me on the basis of satisfactory evidence to be said individual and before me did sign/execute this instrument.

[Signature]
Notary Public Signature

CAROLE A FARR
NOTARY PUBLIC STATE OF NEW YORK
LIVINGSTON
LIC. #01SU4923645
COMM. EXP. 3/14/2022

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF TWO

PAGES

#15

TO OWNER Hueber_Breuer Construction
148 Berwyn Avenue
PO BOX 515
Syracuse, New York 13205-0515

PROJECT:

505 Walnut Apartments

1

APPLICATION NO:

Distribution to:

OWNER

ARCHITECT

CONTRACTOR

FROM CONTRACTOR:

VIA ARCHITECT:

Solid Surfaces, Inc

1 Townline Circle

Rochester, New York 14623

CONTRACT Solid Surface Products

PERIOD TO: 4/30/2018

PROJECT NOS:

CONTRACT DATE:

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
\$ 73,775.00
2. Net change by Change Orders
\$ 0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)
\$ 73,775.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)
\$ 23,915.00

5. RETAINAGE:

a. 10% % of Completed Work
(Column D + E on G703) \$ 2,391.50

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

Total Retainage (Lines 5a + 5b or

Total in Column I of G703)

6. TOTAL EARNED LESS RETAINAGE

(Line 4 Less Line 5 Total)

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

8. CURRENT PAYMENT DUE

9. BALANCE TO FINISH, INCLUDING RETAINAGE

(Line 3 less Line 6)

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

CONTRACTOR: Solid Surfaces, Inc.

By: Sarah L. Symus Date: 4/19/2018

State of: New York County of: Monroe

Subscribed and sworn to before me this 19 day of April 2018

Notary Public: Sarah L. Symus

My Commission expires: 3/18/2022

SARAH L. SYMUS
Notary Public - State of New York
NO. 01516218543

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$

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

By:

Date:

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

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

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

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

APPLICATION NO: 1

APPLICATION DATE: 04/18/18

PERIOD TO: 04/30/18

ARCHITECT'S PROJECT NO:

[illegible]

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

Select Cabinetry NY LLC
164 Southern Drive
Rochester, NY 14623

Copy 06-40-02
Invoice

#15



Bill To:

Hueber Breuer Construction
148 Berwyn Ave.
Syracuse, NY 13210

Date	Invoice No.	P.O. Number	Terms	Project
04/18/18	310	221		

Item	Description	Quantity	Rate	Amount
cabinets	Walnut cabinets for kitchens and vanities		113,379.01	113,379.01
cabinets	Pulls for entire project		4,136.00	4,136.00
delivery	Freight and delivery		7,560.00	7,560.00
	Delivery Schedule:			
	Truck 1: Apt's B116, B216, B319, B430, B527, C127, C128, C130, C131, C132, C133, C134, C135, C227, C228, C229, C230, C231, C232, C233, C234, C335, C336, C337, C338, C339, C340, C341, C431, C432, C433, C434, C435, C436, C528, C529, C530, C531, C532, C533			
	Vanities: Type A (6 with L splash, 14 with R splash, 20 centered. Type B (38 L splash, 34 R splash)			
	Truck 2: Apt's B114, B120, B121, B122, B123, B124, B125, B126, B214, B220, B221, B222, B223, B224, B225, B226, B316, B322, B323, B324, B325, B327, B328, B330, B331, B422, B423, B424 B425, B426, B427, B428, B514, B520, B521, B522, B523, B524, B525, B526			
	Vanities: Type A (21 L splash, 13 R splash, 5 centered) Type B (41 L splash, 41 R splash)			
	Truck 3: Apt's A103, A104, A111, A113, A201, A202, A203, A204, A205, A206, A207, A210, A213, A301, A302, A305, A306, A307, A308, A309, A310, A312, A313, A315, A401, A403, A404, A405, A406, A407, A408, A410, A412, A413, A415, A416, A501, A502, A503, A504, A505, A506, A508, A510, A511, A513			
			Total	

Select Cabinetry NY LLC
164 Southern Drive
Rochester, NY 14623

Invoice



Bill To:

Hueber Breuer Construction
148 Berwyn Ave.
Syracuse, NY 13210

Date	Invoice No.	P.O. Number	Terms	Project
04/18/18	310	221		

Item	Description	Quantity	Rate	Amount
countertops	Vanities: Type A (21 L splash, 13 R splash, 11 centered) Type B (40 L splash, 45 R splash)		30,842.18	30,842.18
countertops	All 36" vanity tops with additional 212 sidesplashes		28,580.00	28,580.00
	Installation and dispersal of all vanity tops for project, includes all necessary caulk and labor. Does not include faucet and faucet and plumbing installation.			
cabinets	All A 36" removable all B 36" next to wall		87,482.89	87,482.89
cabinets	Offload and installation of kitchen and bathroom vanities. Includes all labor and hardware.		81,625.00	81,625.00
deposit	Payment 3/1/18		-119,266.04	-119,266.04
deposit	Payment for remainder of materials due upon delivery 4/27/18		-124,134.04	-124,134.04
deposit	Payment due for labor completed		-21,168.00	-21,168.00
	Sales Tax		0.00%	0.00
			Total	\$89,037.00

RECEIPT OF PROGRESS PAYMENT - RELEASE AND WAIVER OF LIENS AND CLAIMS

Subcontractor/Seller to Contractor/Buyer

Submitted By (Subcontractor/Seller): Select Cabinetry NY LLC

Subcontract/PO#: 16-474-30

Submitted To (Contractor/Buyer): Hueber-Breuer Construction Co., Inc.

Project: 505 Walnut Ave. (HB # 16-474)

Owner: Southside Genesee Associates, LLC

THIS PAYMENT: \$ 124,134.00
rest of materials

Invoice #: 310 Period To: 4-19

On behalf of the above Subcontractor/Seller, the undersigned acknowledges receipt of the above progress or partial payment (THIS PAYMENT) and in consideration of said payment the Subcontractor/Seller hereby represents, warrants and certifies that receipt of this partial payment constitutes without exception full and complete payment less any retainage and other amounts withheld in accordance with Article 6 of the Subcontract Agreement (total net amount paid) for completed Work as represented on its approved invoices through the above "Period To" date for all goods and services provided in connection with performing the Work pursuant to the above Subcontract/PO.

The undersigned hereby represents, warrants and certifies that as of the "Period To" date above, except as expressly set forth below, the above Subcontractor/Seller has paid or has otherwise satisfied all known obligations, indebtedness, claims and amounts due and owing to its Subcontractors, Sub-subcontractors, suppliers, vendors, agents or any party or entity providing goods and services on behalf of the Subcontractor/Seller in connection with the Project and that there are no known liens filed and/or lien rights claimed in connection with or arising from performing the Work pursuant to the above Subcontract/PO for which Hueber-Breuer Construction Co., Inc. or the Owner might in any way be held responsible.

List below any party or entity (EXCEPTIONS) to which any amounts are due and owing from the Subcontractor/Seller that are NOT paid or otherwise satisfied by receipt of the above payment as of the "Period To" date.

EXCEPTIONS: _____

NO EXCEPTIONS: Initials of the undersigned M.U.

Excluding any exceptions set forth above, in consideration of the above partial payment on account of Work performed pursuant to the above Subcontract/PO, the undersigned hereby represents, warrants and certifies that as of the above "Period To" date the Subcontractor/Seller agrees to indemnify, defend and hold harmless Hueber-Breuer Construction Co., Inc. and the Owner from and against any and all Claims, demands, judgments, liens, costs and expenses (including but not limited to attorneys' fees) hereafter made against the Project or any of the Indemnified Parties, by the above Subcontractor/Seller or any party or entity providing goods and services on behalf of the Subcontractor/Seller in connection with the Project relating to Work performed up to the "Period To" date.

This document becomes effective only when the check for the above payment has been properly and legally endorsed and has been paid by the bank upon which it was drawn.

PRINTED NAME OF UNDERSIGNED: Mindaugas Ubonavicius

TITLE: Owner

The undersigned attests that he/she has read, understands and freely agrees to all of the above and is an officer, owner, member or partner of the Subcontractor or is a representative of appropriate position duly authorized by the Subcontractor to execute this instrument.

SIGNATURE: [Signature] DATE: 4-19-18

NOTARY VERIFICATION REQUIRED

NOTARY PUBLIC'S SIGNATURE VERIFICATION

On this 19th day of April in the year 2018, the individual named above who is signatory to this instrument appeared before me and is personally known to me or proved to me on the basis of satisfactory evidence to be said individual and before me did sign/execute this instrument.

STATE: NY COUNTY: Monroe

[Signature]
Notary Public Signature

JESSICA L. CROMWELL
Notary Public, State of New York
Reg. No. 01CR6189286
Qualified in Monroe County
Commission Expires June 23, 2020

RECEIPT OF PROGRESS PAYMENT - RELEASE AND WAIVER OF LIENS AND CLAIMS

Subcontractor/Seller to Contractor/Buyer

Submitted By (Subcontractor/Seller): Select Cabinetry NY LLC

Subcontract/PO#: 16-474-30

Submitted To (Contractor/Buyer): Hueber-Breuer Construction Co., Inc.

Project: 505 Walnut Ave. (HB # 16-474)

Owner: Southside Genesee Associates, LLC

THIS PAYMENT: \$ 21,168.00
Labor

Invoice #: 310 Period To: 4-19

On behalf of the above Subcontractor/Seller, the undersigned acknowledges receipt of the above progress or partial payment (THIS PAYMENT) and in consideration of said payment the Subcontractor/Seller hereby represents, warrants and certifies that receipt of this partial payment constitutes without exception full and complete payment less any retainage and other amounts withheld in accordance with Article 6 of the Subcontract Agreement (total net amount paid) for completed Work as represented on its approved invoices through the above "Period To" date for all goods and services provided in connection with performing the Work pursuant to the above Subcontract/PO.

The undersigned hereby represents, warrants and certifies that as of the "Period To" date above, except as expressly set forth below, the above Subcontractor/Seller has paid or has otherwise satisfied all known obligations, indebtedness, claims and amounts due and owing to its Subcontractors, Sub-subcontractors, suppliers, vendors, agents or any party or entity providing goods and services on behalf of the Subcontractor/Seller in connection with the Project and that there are no known liens filed and/or lien rights claimed in connection with or arising from performing the Work pursuant to the above Subcontract/PO for which Hueber-Breuer Construction Co., Inc. or the Owner might in any way be held responsible.

List below any party or entity (EXCEPTIONS) to which any amounts are due and owing from the Subcontractor/Seller that are NOT paid or otherwise satisfied by receipt of the above payment as of the "Period To" date.

EXCEPTIONS: _____

NO EXCEPTIONS: Initials of the undersigned MU

Excluding any exceptions set forth above, in consideration of the above partial payment on account of Work performed pursuant to the above Subcontract/PO, the undersigned hereby represents, warrants and certifies that as of the above "Period To" date the Subcontractor/Seller agrees to indemnify, defend and hold harmless Hueber-Breuer Construction Co., Inc. and the Owner from and against any and all Claims, demands, judgments, liens, costs and expenses (including but not limited to attorneys' fees) hereafter made against the Project or any of the Indemnified Parties, by the above Subcontractor/Seller or any party or entity providing goods and services on behalf of the Subcontractor/Seller in connection with the Project relating to Work performed up to the "Period To" date.

This document becomes effective only when the check for the above payment has been properly and legally endorsed and has been paid by the bank upon which it was drawn.

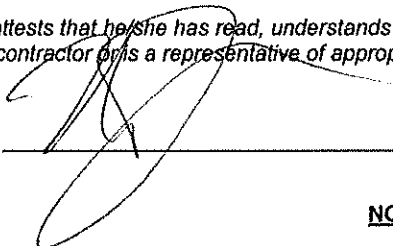
PRINTED NAME OF UNDERSIGNED:

Mindouja Dibonawicus

TITLE: Owner

The undersigned attests that he/she has read, understands and freely agrees to all of the above and is an officer, owner, member or partner of the Subcontractor or is a representative of appropriate position duly authorized by the Subcontractor to execute this instrument.

SIGNATURE:



DATE:

4-19-18

NOTARY VERIFICATION REQUIRED

NOTARY PUBLIC'S SIGNATURE VERIFICATION

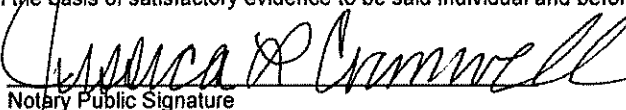
STATE:

NY

COUNTY:

Monroe

On this 19th day of April in the year 2018, the individual named above who is signatory to this instrument appeared before me and is personally known to me or proved to me on the basis of satisfactory evidence to be said individual and before me did sign/execute this instrument.


Notary Public Signature

JESSICA L. CROMWELL
Notary Public, State of New York
Reg. No. 01CR6189286
Qualified in Monroe County
Commission Expires June 23, 2020

APPLICATION and CERTIFICATE for PAYMENT

To: Hueber-Bruer Construction Company Project: University Student Living
148 Berwyn Avenue 505 Walnut Avenue
Syracuse, NY 13205-0515 Syracuse, New York

From: Olenders CNY, INC.
2386 rt 11A
LaFayette NY, 13084

Contract For: Wood Framing Labor

Via Architect

Application No: 2

App. Date: March 30, 2018

Period to:

Project Nos:

Contract Date:

Distribution to:

- ☐ OWNER
☐ CONSTRUCTION MGR.
☐ ARCHITECT
☐ CONTRACTOR
☐ OTHER

CONTRACTOR'S APPLICATION FOR PAYMENT

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

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

1. ORIGINAL CONTRACT SUM

260,000.00

2. Net Change By Change Orders

0.00

3. CONTRACT SUM TO DATE

260,000.00

4. TOTAL COMPLETED AND STORED TO DATE

42,150.00

5. RETAINAGE:

a. 10% of Completed Work

4,215.00

b. of Stored Material

0.00

TOTAL RETAINAGE

4,215.00

6. TOTAL EARNED LESS RETAINAGE

37,935.00

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

12,960.00

8. CURRENT PAYMENT DUE

24,975.00

9. BALANCE TO FINISH, INCLUDING RETAINAGE

222,065.00

State of: County of:

Subscribed and sworn before me this day of

The above personally appeared before me, the undersigned notary public, and provided satisfactory evidence of identification to be the person who signed this document in my presence and swore or affirmed to me that the contents of this document are truthful and accurate to the best of his/her knowledge and belief.

Notary Public:

My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

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

AMOUNT CERTIFIED

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

ARCHITECT:

By: Date:

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

CONTINUATION SHEET G703

PROJECT: University Student Living

Olenders CNY, INC.

Page 1 of 1

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

APPLICATION NUMBER: 2

APPLICATION DATE: March 30, 2018

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

PERIOD TO:

PROJECT NUMBER:

A Item #	B Description of Work	C Scheduled Value	D Work Completed		E This Period	F Materials Stored & Used Prior + Current	G Total Completed and Stored To Date	H Balance to Finish	I Retainage
			From Previous Application(s)						
1	Door Frames	93,300.00	10,400.00		5,600.00		16,000.00	77,300.00	1,600.00
2	Door Panels	74,640.00	0.00		0.00		0.00	74,640.00	0.00
3	Hardware	18,660.00	0.00		0.00		0.00	18,660.00	0.00
4	Windowsill	16,500.00	0.00		3,150.00		3,150.00	13,350.00	315.00
5	Baseboards	46,900.00	0.00		15,000.00		15,000.00	31,900.00	1,500.00
6	Baseboard/Windowsill Materials	10,000.00	4,000.00		4,000.00		8,000.00	2,000.00	800.00
7									
GRAND TOTAL:		260,000.00	14,400.00		27,750.00		42,150.00	217,850.00	4,215.00

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

RECEIPT OF PROGRESS PAYMENT - RELEASE AND WAIVER OF LIENS AND CLAIMS
Subcontractor/Seller to Contractor/Buyer

Submitted By (Subcontractor/Seller): Olenders of CNY

Subcontract/PO#: 16-474-37

Submitted To (Contractor/Buyer): Hueber-Breuer Construction Co., Inc.

Project: 505 Walnut Ave. Apartments (HB # 16-474)

Owner: Southside Genesee Associates, LLC

THIS PAYMENT: \$ 24,975.00

Invoice #: 2 Period To: 03/31/2018

On behalf of the above Subcontractor/Seller, the undersigned acknowledges receipt of the above progress or partial payment (THIS PAYMENT) and in consideration of said payment the Subcontractor/Seller hereby represents, warrants and certifies that receipt of this partial payment constitutes without exception full and complete payment less any retainage and other amounts withheld in accordance with Article 6 of the Subcontract Agreement (total net amount paid) for completed Work as represented on its approved invoices through the above "Period To" date for all goods and services provided in connection with performing the Work pursuant to the above Subcontract/PO.

The undersigned hereby represents, warrants and certifies that as of the "Period To" date above, except as expressly set forth below, the above Subcontractor/Seller has paid or has otherwise satisfied all known obligations, indebtedness, claims and amounts due and owing to its Subcontractors, Sub-subcontractors, suppliers, vendors, agents or any party or entity providing goods and services on behalf of the Subcontractor/Seller in connection with the Project and that there are no known liens filed and/or lien rights claimed in connection with or arising from performing the Work pursuant to the above Subcontract/PO for which Hueber-Breuer Construction Co., Inc. or the Owner might in any way be held responsible.

List below any party or entity (EXCEPTIONS) to which any amounts are due and owing from the Subcontractor/Seller that are NOT paid or otherwise satisfied by receipt of the above payment as of the "Period To" date.

EXCEPTIONS: _____

NO EXCEPTIONS: Initials of the undersigned OD

Excluding any exceptions set forth above, in consideration of the above partial payment on account of Work performed pursuant to the above Subcontract/PO, the undersigned hereby represents, warrants and certifies that as of the above "Period To" date the Subcontractor/Seller agrees to indemnify, defend and hold harmless Hueber-Breuer Construction Co., Inc. and the Owner from and against any and all Claims, demands, judgments, liens, costs and expenses (including but not limited to attorneys' fees) hereafter made against the Project or any of the Indemnified Parties, by the above Subcontractor/Seller or any party or entity providing goods and services on behalf of the Subcontractor/Seller in connection with the Project relating to Work performed up to the "Period To" date.

This document becomes effective only when the check for the above payment has been properly and legally endorsed and has been paid by the bank upon which it was drawn.

PRINTED NAME OF UNDERSIGNED: Oliver Deffenbaugh

TITLE: Office Manager

The undersigned attests that he/she has read, understands and freely agrees to all of the above and is an officer, owner, member or partner of the Subcontractor or is a representative of appropriate position duly authorized by the Subcontractor to execute this instrument.

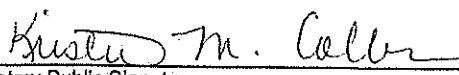
SIGNATURE:  DATE: 04/05/2018

NOTARY VERIFICATION REQUIRED

NOTARY PUBLIC'S SIGNATURE VERIFICATION

STATE: New York COUNTY: Onondaga

On this 5th day of April in the year 2018, the individual named above who is signatory to this instrument appeared before me and is personally known to me or proved to me on the basis of satisfactory evidence to be said individual and before me did sign/execute this instrument.


Notary Public Signature

KRISTIN M. COLBURN
Notary Public, State of New York
Reg. No. 01CO6146873
Qualified in Onondaga County
Commission Expires May 30, 2018

APPLICATION and CERTIFICATE for PAYMENT

To: Hueber-Bruer Construction Company Project: University Student Living
148 Berwyn Avenue 505 Walnut Avenue
Syracuse, NY 13205-0515 Syracuse, New York

From: Olerders CNY, INC.
2386 ft 11A
LaFayette NY, 13084

Application No: 3
App. Date: April 17, 2018
Period to:
Project Nos:
Contract Date:

Distribution to:
☐ OWNER
☐ CONSTRUCTION MGR.
☐ ARCHITECT
☐ CONTRACTOR
☐ OTHER

Contract For: Wood Framing Labor Via Architect:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM
2. Net Change By Change Orders
3. CONTRACT SUM TO DATE
4. TOTAL COMPLETED AND STORED TO DATE
5. RETAINAGE:

a. 10% of Completed Work 5,794.00
b. of Stored Material 0.00

TOTAL RETAINAGE

6. TOTAL EARNED LESS RETAINAGE
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT
8. CURRENT PAYMENT DUE
9. BALANCE TO FINISH, INCLUDING RETAINAGE

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

260,000.00
0.00
260,000.00
57,940.00
5,794.00
52,146.00
37,935.00
14,211.00
207,854.00

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

CONTRACTOR:

By: [Signature] Date: 4/17/18

State of: New York County of: [Signature] day of April

Subscribed and sworn before me this

The above personally appeared before me, the undersigned notary public, and provided satisfactory evidence of identification to be the person who signed this document in my presence and swore or affirmed to me that the contents of this document are truthful and accurate to the best of his/her knowledge and belief.

Notary Public: Jacqueline G. Rooda My Commission expires: 5/31/19

JACQUELINE G. ROODA
Notary Public, State of New York
Qualified in Onondaga County
Reg. No. 01R06242008
My Commission Expires 05-31-2019

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED

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

ARCHITECT:

By: _____ Date: _____

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

CONTINUATION SHEET G703

PROJECT: University Student Living

Olenders CNY, INC.

Page 1 of 1

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

APPLICATION NUMBER: 3

APPLICATION DATE: April 17, 2018

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

PERIOD TO:

PROJECT NUMBER:

A Item #	B Description of Work	C Scheduled Value	D Work Completed		E This Period	F Materials Stored & Used Prior + Current	G Total Completed and Stored To Date	H Balance to Finish	I Retainage
			From Previous Application(s)						
1	Door Frames	93,300.00	16,000.00		11,990.00		27,990.00	65,310.00	2,799.00
2	Door Panels	74,640.00	0.00		0.00		0.00	74,640.00	0.00
3	Hardware	18,680.00	0.00		0.00		0.00	18,680.00	0.00
4	Windowsill	16,500.00	3,150.00		1,800.00		4,950.00	11,550.00	495.00
5	Baseboards	46,900.00	15,000.00		0.00		15,000.00	31,900.00	1,500.00
6	Baseboard/Windowsill Materials	10,000.00	8,000.00		2,000.00		10,000.00	0.00	1,000.00
7									
GRAND TOTAL:		260,000.00	42,150.00		15,790.00		57,940.00	202,060.00	5,794.00

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

RECEIPT OF PROGRESS PAYMENT - RELEASE AND WAIVER OF LIENS AND CLAIMS

Subcontractor/Seller to Contractor/Buyer

Submitted By (Subcontractor/Seller): Olenders of CNY

Subcontract/PO#: 16-474-37

Submitted To (Contractor/Buyer): Hueber-Breuer Construction Co., Inc.

Project: 505 Walnut Ave. Apartments (HB # 16-474)

Owner: Southside Genesee Associates, LLC

THIS PAYMENT: \$ 14,211.00

Invoice #: 3 Period To: 04/13/2018

On behalf of the above Subcontractor/Seller, the undersigned acknowledges receipt of the above progress or partial payment (THIS PAYMENT) and in consideration of said payment the Subcontractor/Seller hereby represents, warrants and certifies that receipt of this partial payment constitutes without exception full and complete payment less any retainage and other amounts withheld in accordance with Article 6 of the Subcontract Agreement (total net amount paid) for completed Work as represented on its approved Invoices through the above "Period To" date for all goods and services provided in connection with performing the Work pursuant to the above Subcontract/PO.

The undersigned hereby represents, warrants and certifies that as of the "Period To" date above, except as expressly set forth below, the above Subcontractor/Seller has paid or has otherwise satisfied all known obligations, indebtedness, claims and amounts due and owing to its Subcontractors, Sub-subcontractors, suppliers, vendors, agents or any party or entity providing goods and services on behalf of the Subcontractor/Seller in connection with the Project and that there are no known liens filed and/or lien rights claimed in connection with or arising from performing the Work pursuant to the above Subcontract/PO for which Hueber-Breuer Construction Co., Inc. or the Owner might in any way be held responsible.

List below any party or entity (EXCEPTIONS) to which any amounts are due and owing from the Subcontractor/Seller that are NOT paid or otherwise satisfied by receipt of the above payment as of the "Period To" date.

EXCEPTIONS: _____

NO EXCEPTIONS: Initials of the undersigned OD

Excluding any exceptions set forth above, in consideration of the above partial payment on account of Work performed pursuant to the above Subcontract/PO, the undersigned hereby represents, warrants and certifies that as of the above "Period To" date the Subcontractor/Seller agrees to indemnify, defend and hold harmless Hueber-Breuer Construction Co., Inc. and the Owner from and against any and all Claims, demands, judgments, liens, costs and expenses (including but not limited to attorneys' fees) hereafter made against the Project or any of the Indemnified Parties, by the above Subcontractor/Seller or any party or entity providing goods and services on behalf of the Subcontractor/Seller in connection with the Project relating to Work performed up to the "Period To" date.

This document becomes effective only when the check for the above payment has been properly and legally endorsed and has been paid by the bank upon which it was drawn.

PRINTED NAME OF UNDERSIGNED: Oliver Deffenbaugh

TITLE: Office Manager

The undersigned attests that he/she has read, understands and freely agrees to all of the above and is an officer, owner, member or partner of the Subcontractor or is a representative of appropriate position duly authorized by the Subcontractor to execute this instrument.

SIGNATURE: [Signature]

DATE: 04/17/2018

NOTARY VERIFICATION REQUIRED

NOTARY PUBLIC'S SIGNATURE VERIFICATION

STATE: New York COUNTY: Onondaga

On this 17th day of April in the year 2018, the individual named above who is signatory to this instrument appeared before me and is personally known to me or proved to me on the basis of satisfactory evidence to be said individual and before me did sign/execute this instrument.

[Signature]
Notary Public Signature

JACQUELINE G. ROORDA
Notary Public, State of New York
Qualified in Onondaga County
Reg. No. 01RO6242008
My Commission Expires 05-31-2019

APPLICATION FOR PAYMENT

To:

Hueber-Breuer Construction Co Inc
148 Benwyn Ave
PO Box 515
Syracuse, NY 13205

PROJECT:

O13867
505 Walnut Ave.
Syracuse, NY

From Contractor:

Gyptech Systems Inc
P.O. Box 2700
Liverpool, NY 13089

VIA ARCHITECT:

CONTRACT FOR:

Contractor's Application for Payment

Application is made for payment as shown below, with attached Continuation Sheet.

1. Original Contract Amount: \$ 64,950.00
2. Net of Change Orders: \$ 0.00
3. Net Amount of Contract: \$ 64,950.00
4. Total Completed & Stored to Date: \$ 64,950.00
5. Retainage Summary:
 - a. 10.00 % of Completed Work \$ 6,495.02
 - b. 10.00 % of Stored Material \$ 0.00

Total Retainage: \$ 6,495.02

6. Total Completed Less Retainage: \$ 58,454.98
7. Less Previous Applications: \$ 54,618.28

8. Current Payment Due, This Application: \$ 3,836.70

9. Contract Balance (Including Retainage): \$ 6,495.02

CHANGE ORDER Activity	Additions	Subtractions
Total previously approved:	0.00	0.00
Total approved this Month:	0.00	0.00
Sub Totals:	0.00	0.00
NET of Change Orders:	0.00	

CONTRACTOR'S CERTIFICATION:

The Contractor's signature here certifies that, to the best of their knowledge, this document accurately reflects the work completed in this Application for Payment. The Contractor also certifies that all payments have been made for work on previous Applications for Payment and also that the Current Payment is Due.

(Authorizing Signature)

Gyptech Systems Inc

Date: APR 9, 2018

State Authorized: New York

County of: Onondaga

Subscribed and sworn to before

me this 9th day of APRIL 2018

Notary Public: MELONYA A. MARSHALL

My Commission expires: 8/22/2018

MELONYA A. MARSHALL

Notary Public, State of New York

Qual. in Onondaga Co. No. 01MA5032296

My Commission Exp. 8/22/2018

ARCHITECT'S CERTIFICATION:

The Architect's signature here certifies that, based on their own observations, the Contract Documents and the information contained herein, this document accurately reflects the work completed in this Application for Payment.

The Architect also certifies the Contractor is entitled to the amount certified for payment.

AMOUNT CERTIFIED:

Date:

(Architect's Signature)

CAP703

Software by: PEM Software Systems, Inc. 1-800-803-1315 Copyright 2012 ©

Gyptech Systems, Inc.
 4483 Buckley Road W., P.O. Box 2700
 Liverpool, NY 13089
 Phone (315) 652-7932
 Fax (315) 652-7057

Hueber-Breuer Construction Co., Inc.
 PO Box 515
 Syracuse, NY 13205

INVOICE

NO 3775

DATE	4/09/18
CUSTOMER ORDER NO.	
SALESMAN	VANMARTER
VIA	013867

Terms: Per Subcontract Agreement

QUANTITY	DESCRIPTION	PRICE	AMOUNT
Req. # 3	505 Walnut Ave. Syracuse, NY Contract Total: 64,950.00		
	Total Completed and Stored To Date	\$64,950.00	
	Less 10% Retention	- 6,495.02	
		<u>\$58,454.98</u>	
	Less Previous Requisitions	\$54,618.28	
	Total Due This Invoice	\$ 3,836.70	

1. "A finance charge will be made on all past due accounts. The finance charge is computed by a periodic rate of 1 1/2% per month which is an annual percentage rate of 18%."
2. "In the event it is necessary for the Onondaga Construction Systems, Inc. to refer this account to an attorney for collection because of the purchaser's failure to make prompt payment on this account, the purchaser shall be liable for the reasonable attorney's fees, costs and disbursements up to 25% of the amount due on this account, incurred in the collection of this account."

Thank You!

ORIGINAL

RECEIPT OF PROGRESS PAYMENT - RELEASE AND WAIVER OF LIENS AND CLAIMS

Subcontractor/Seller to Contractor/Buyer

Submitted By (Subcontractor/Seller): GypTech Systems

Subcontract/PO#: 16-474-16

Submitted To (Contractor/Buyer): Hueber-Breuer Construction Co., Inc.

Project: 505 Walnut Ave (USL)

(HB #) 16-474

Owner: Southside Genesee Associates, LLC

THIS PAYMENT: \$ 3,836.70

Invoice #: 3775

Period To: 4/09/18

On behalf of the above Subcontractor/Seller, the undersigned acknowledges receipt of the above progress or partial payment (THIS PAYMENT) and in consideration of said payment the Subcontractor/Seller hereby represents, warrants and certifies that receipt of this partial payment constitutes without exception full and complete payment less any retainage and other amounts withheld in accordance with Article 6 of the Subcontract Agreement (total net amount paid) for completed Work as represented on its approved invoices through the above "Period To" date for all goods and services provided in connection with performing the Work pursuant to the above Subcontract/PO.

The undersigned hereby represents, warrants and certifies that as of the "Period To" date above, except as expressly set forth below, the above Subcontractor/Seller has paid or has otherwise satisfied all known obligations, indebtedness, claims and amounts due and owing to its Subcontractors, Sub-subcontractors, suppliers, vendors, agents or any party or entity providing goods and services on behalf of the Subcontractor/Seller in connection with the Project and that there are no known liens filed and/or lien rights claimed in connection with or arising from performing the Work pursuant to the above Subcontract/PO for which Hueber-Breuer Construction Co., Inc. or the Owner might in any way be held responsible.

List below any party or entity (EXCEPTIONS) to which any amounts are due and owing from the Subcontractor/Seller that are NOT paid or otherwise satisfied by receipt of the above payment as of the "Period To" date.

EXCEPTIONS: NA

NO EXCEPTIONS: Initials of the undersigned IGH

Excluding any exceptions set forth above, in consideration of the above partial payment on account of Work performed pursuant to the above Subcontract/PO, the undersigned hereby represents, warrants and certifies that as of the above "Period To" date the Subcontractor/Seller agrees to indemnify, defend and hold harmless Hueber-Breuer Construction Co., Inc. and the Owner from and against any and all Claims, demands, judgments, liens, costs and expenses (including but not limited to attorneys' fees) hereafter made against the Project or any of the Indemnified Parties, by the above Subcontractor/Seller or any party or entity providing goods and services on behalf of the Subcontractor/Seller in connection with the Project relating to Work performed up to the "Period To" date.

This document becomes effective only when the check for the above payment has been properly and legally endorsed and has been paid by the bank upon which it was drawn.

PRINTED NAME OF UNDERSIGNED: Leesa G. Hovey

TITLE: Secretary

The undersigned attests that he/she has read, understands and freely agrees to all of the above and is an officer, owner, member or partner of the Subcontractor or is a representative of appropriate position duly authorized by the Subcontractor to execute this instrument.

SIGNATURE:  DATE: 4/09/18

NOTARY VERIFICATION REQUIRED

NOTARY PUBLIC'S SIGNATURE VERIFICATION

STATE: New York

COUNTY: Onondaga

On this 9th day of April in the year 2018, the individual named above who is signatory to this instrument appeared before me and is personally known to me or proved to me on the basis of satisfactory evidence to be said individual and before me did sign/execute this instrument.


Notary Public Signature

SUBCONTRACTOR APPLICATION AND CERTIFICATION FOR PAYMENT

Copy
07-40-02
#2-184

PROJECT: 505 Walnut Ave.
 505 Walnut Ave
 Syracuse, NY 13208
 Period To: April 30, 2018
 APPLICATION NO: 3
 ARCHITECT: Erdy McHenry Architecture
 915 N. Arianna St.
 Philadelphia, PA 19123
 PROJECT NOS:
 SUBCONTRACT # 16-474-22
 CONTRACT DATE: October 5, 2017
 FROM SUBCONTRACTOR:
 Holland Property Management, Inc.
 79 Haymeadow Rd.
 Tupper Lake, NY 12986
 CONTRACT I Peak East Genesee Student-Housing

CONTRACTOR'S APPLICATION FOR PAYMENT

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.

ORIGINAL CONTRACT SUM \$ 367,000.00
 Net change by Change Orders \$ 0.00
 CONTRACT SUM TO DATE (Line 1 ± 2) \$ 367,000.00
 TOTAL COMPLETED & STORED TO \$ 278,889.00
 DATE (Column G on Continuation Sheet)
 RETAINAGE:
 a. 10 % of Completed Work \$ 27,889
 (Column D + E on Continuation Sheet)
 b. 10 % of Stored Material \$
 (Column F on Continuation Sheet)
 Total Retainage (Lines 5a + 5b or \$ 27,889
 Total in Column I of Continuation Sheet)
 TOTAL EARNED LESS RETAINAGE \$ 27,889.00
 (Line 4 Less Line 5 Total)
 LESS PREVIOUS CERTIFICATES FOR \$
 PAYMENT (Line 6 from prior Certificate) \$ 145,267
 CURRENT PAYMENT DUE \$ 105,733.00
 BALANCE TO FINISH, INCLUDING RETAINAGE \$ 116,000.00
 (Line 3 less Line 6)

CONTRACTOR: Holland Property Management, Inc.
 By: [Signature] Date: 4/17/18
 State of: New York County of: Franklin
 Subscribed and sworn to before me this 17th day of April, 2018
 Notary Public: Carol A. Houde
 My Commission expires: 10/15/19
 Carol A. Houde
 Notary Public, State of New York
 No. 01HO6175812
 Qualified in Franklin County
 Commission Expires October 15, 2019

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved this Month		
Total changes approved in Previous Months		
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	

Page 1 of 1

APPLICATION NO: 3
APPLICATION DATE: April 15,
PERIOD TO: April 30,
SUBCONTRACT # 16-474-22

PERIOD TO: April 30, 2018

SUBCONTRACT # 16-474-22

[illegible]

RECEIPT OF PROGRESS PAYMENT - RELEASE AND WAIVER OF LIENS AND CLAIMS
Subcontractor/Seller to Contractor/Buyer

Submitted By (Subcontractor/Seller): **Holland Property Management Inc.**

Subcontract/PO#: **16-474-22**

Submitted To (Contractor/Buyer): **Hueber-Breuer Construction Co., Inc.**

Project: **505 Walnut Ave. Apartments (HB #) 16-474** Owner: **Southside Genesee Associates, LLC**

THIS PAYMENT: \$ 105,733.00 Invoice # 3 Period To: 4/30/18

On behalf of the above Subcontractor/Seller, the undersigned acknowledges receipt of the above progress or partial payment (THIS PAYMENT) and in consideration of said payment the Subcontractor/Seller hereby represents, warrants and certifies that receipt of this partial payment constitutes without exception full and complete payment less any retainage and other amounts withheld in accordance with Article 6 of the Subcontract Agreement (total net amount paid) for completed Work as represented on its approved invoices through the above "Period To" date for all goods and services provided in connection with performing the Work pursuant to the above Subcontract/PO.

The undersigned hereby represents, warrants and certifies that as of the "Period To" date above, except as expressly set forth below, the above Subcontractor/Seller has paid or has otherwise satisfied all known obligations, indebtedness, claims and amounts due and owing to its Subcontractors, Sub-subcontractors, suppliers, vendors, agents or any party or entity providing goods and services on behalf of the Subcontractor/Seller in connection with the Project and that there are no known liens filed and/or lien rights claimed in connection with or arising from performing the Work pursuant to the above Subcontract/PO for which Hueber-Breuer Construction Co., Inc. or the Owner might in any way be held responsible.

List below any party or entity (EXCEPTIONS) to which any amounts are due and owing from the Subcontractor/Seller that are NOT paid or otherwise satisfied by receipt of the above payment as of the "Period To" date.

EXCEPTIONS: NA

NO EXCEPTIONS: Initials of the undersigned KH

Excluding any exceptions set forth above, in consideration of the above partial payment on account of Work performed pursuant to the above Subcontract/PO, the undersigned hereby represents, warrants and certifies that as of the above "Period To" date the Subcontractor/Seller agrees to indemnify, defend and hold harmless Hueber-Breuer Construction Co., Inc. and the Owner from and against any and all Claims, demands, judgments, liens, costs and expenses (including but not limited to attorneys' fees) hereafter made against the Project or any of the Indemnified Parties, by the above Subcontractor/Seller or any party or entity providing goods and services on behalf of the Subcontractor/Seller in connection with the Project relating to Work performed up to the "Period To" date.

This document becomes effective only when the check for the above payment has been properly and legally endorsed and has been paid by the bank upon which it was drawn.

PRINTED NAME OF UNDERSIGNED: Kathy Holland

TITLE: President

The undersigned attests that he/she has read, understands and freely agrees to all of the above and is an officer, owner, member or partner of the Subcontractor or is a representative of appropriate position duly authorized by the Subcontractor to execute this instrument.

SIGNATURE:  DATE: 4/17/18

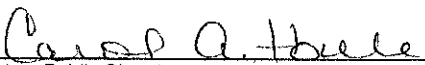
NOTARY VERIFICATION REQUIRED

NOTARY PUBLIC'S SIGNATURE VERIFICATION

STATE: NY

COUNTY: Franklin

On this 17th day of April in the year 2018, the individual named above who is signatory to this instrument appeared before me and is personally known to me or proved to me on the basis of satisfactory evidence to be said individual and before me did sign/execute this instrument.


Notary Public Signature

Carol A. Houle
Notary Public, State of New York
No. 01HO6175812
Qualified in Franklin County, 2019
Commission Expires October 15, 2019

AIA Type Document
Application and Certification for Payment

TO (OWNER): SOUTHSIDE GENESEE ASSOC., LLC
3 EAST STOW RD, SUITE 260
PO BOX 994
MARLTON, NJ 08053

PROJECT: 505 WALNUT AVE
505 WALNUT AVE
SYRACUSE, NY 13210

APPLICATION NO: 1
PERIOD TO: 4/30/2018
DISTRIBUTION TO:
OWNER
CONSTRUCTION
MANAGER
ARCHITECT
CONTRACTOR

FROM (CONTRACTOR): AJAY Glass & Mirror Co., Inc.
101 North Street
Canandaigua, NY 14424

VIA CONSTRUCTION MANAGER: HUEBER - BREUER CONST. CO., INC.

CONTRACT FOR: COMPOSITE METAL WALL PANELS

VIA ARCHITECT: ERDY McHENRY ARCHITECT

CONTRACT DATE: 3/1/2018

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM \$ 256,000.00
2. Net Change by Change Orders \$ 0.00
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 256,000.00
4. TOTAL COMPLETED AND STORED TO DATE \$ 96,800.00

5. RETAINAGE:

a. 10.00% of Completed Work \$ 9,680.00
b. 0.00% of Stored Material \$ 0.00

Total retainage (Line 5a + 5b) \$ 9,680.00

6. TOTAL EARNED LESS RETAINAGE \$ 87,120.00
(Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

(Line 6 from prior Certificate) \$ 0.00

8. CURRENT PAYMENT DUE \$ 87,120.00

9. BALANCE TO FINISH, INCLUDING RETAINAGE

(Line 3 less Line 6) \$ 168,880.00

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

The Undersigned Contractor certifies that to the best of the 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: AJAY Glass & Mirror Co., Inc.
101 North Street Canandaigua, NY 14424

By: C. STATHOPOULOS / EXEC. VP Date: _____

State of: NY

County of: ONTARIO

Subscribed and Sworn to before me this _____ Day of _____ 20____

Notary Public:

My Commission Expires: _____

CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$

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

CONSTRUCTION MANAGER:

By: _____ Date: _____

ARCHITECT:

By: _____ Date: _____

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

TO (OWNER): SOUTHSIDE GENESEE ASSOC., LLC
 3 EAST STOW RD, SUITE 260
 PO BOX 994
 MARLTON, NJ 08053

PROJECT: 505 WALNUT AVE
 505 WALNUT AVE
 SYRACUSE, NY 13210

APPLICATION NO: 1
 PERIOD TO: 4/30/2018

DISTRIBUTION
 TO:
 - OWNER
 - CONSTRUCTION
 - MANAGER
 - ARCHITECT
 - CONTRACTOR

FROM (CONTRACTOR): AJAY Glass & Mirror Co., Inc.
 101 North Street
 Canandaigua, NY 14424

ARCHITECT'S
 PROJECT NO:

VIA CONSTRUCTION MANAGER: HUEBER - BREUER CONST. CO., INC.

CONTRACT FOR: COMPOSITE METAL WALL PANEL

VIA ARCHITECT: ERDY McHENRY ARCHITECT

CONTRACT DATE: 3/1/2018

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
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10200 - SUBMITTALS / ENGINEERING / SHOP DRAWINGS

1	SUBMITTALS/ENGINEERING / SHOP DRAWINGS	8,500.00	0.00	5,500.00	0.00	5,500.00	64.71	3,000.00	550.00
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074214 - COMPOSITE METAL WALL PANELS

2	MATERIAL	143,000.00	0.00	75,000.00	0.00	75,000.00	52.45	68,000.00	7,500.00
3	LABOR	83,050.00	0.00	11,500.00	0.00	11,500.00	13.85	71,550.00	1,150.00
4	EQUIPMENT	21,450.00	0.00	4,800.00	0.00	4,800.00	22.38	16,650.00	480.00

REPORT TOTALS

		\$256,000.00	\$0.00	\$96,800.00	\$0.00	\$96,800.00	37.81	\$159,200.00	\$9,680.00
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RECEIPT OF PROGRESS PAYMENT - RELEASE AND WAIVER OF LIENS AND CLAIMS

Subcontractor/Seller to Contractor/Buyer

Submitted By (Subcontractor/Seller): Ajay Glass & Mirror Inc.

Subcontract/PO#: 16-474-36

Submitted to (Contractor/Buyer): Hueber-Breuer Construction Co., Inc.

Project: 505 Walnut Ave. Apartments (HB # 16-474) Owner: Southside Genesee Associates, LLC

THIS PAYMENT: \$ 87,120.00

Invoice #: App #1 _____ Period to: 4-30-18

On behalf of the above Subcontractor/Seller, the undersigned acknowledges receipt of the above progress or partial payment (THIS PAYMENT) and in consideration of said payment the Subcontractor/Seller hereby represents, warrants and certifies that receipt of this partial payment constitutes without exception full and complete payment less any retainage and other amounts withheld in accordance with Article 6 of the Subcontract Agreement (total net amount paid) for completed Work as represented on its approved invoices through the above "Period To" date for all goods and services provided in connection with performing the Work pursuant to the above Subcontract/PO.

The undersigned hereby represents, warrants and certifies that as of the "Period To" date above, except as expressly set forth below, the above Subcontractor/Seller has paid or has otherwise satisfied all known obligations, indebtedness, claims and amounts due and owing to its Subcontractors, Sub-subcontractors, suppliers, vendors, agents or any party or entity providing goods and services on behalf of the Subcontractor/Seller in connection with the Project and that there are no known liens filed and/or lien rights claimed in connection with or arising from performing the Work pursuant to the above Subcontract/PO for which Hueber-Breuer Construction Co., Inc. or the Owner might in any way be held responsible.

List below any party or entity (EXCEPTIONS) to which any amounts are due and owing from the Subcontractor/Seller that are NOT paid or otherwise satisfied by receipt of the above payment as of the "Period To" date.

EXCEPTIONS: _____

NO EXCEPTIONS: Initials of the undersigned _____

Excluding any exceptions set forth above, in consideration of the above partial payment on account of Work performed pursuant to the above Subcontract/PO, the undersigned hereby represents, warrants and certifies that as of the above "Period To" date the Subcontractor/Seller agrees to indemnify, defend and hold harmless Hueber-Breuer Construction Co., Inc. and the Owner from and against any and all Claims, demands, judgments, liens, costs and expenses (including but not limited to attorneys' fees) hereafter made against the Project or any of the Indemnified Parties, by the above Subcontractor/Seller or any party or entity providing goods and services on behalf of the Subcontractor/Seller in connection with the Project relating to Work performed up to the "Period To" date.

This document becomes effective only when the check for the above payment has been properly and legally endorsed and has been paid by the bank upon which it was drawn.

PRINTED NAME OF UNDERSIGNED: _____

C. Stathopoulos

TITLE: Exec. VP

The undersigned attests that he/she has read, understands and freely agrees to all of the above and is an officer, owner, member or partner of the Subcontractor or is a representative of appropriate position duly authorized by the Subcontractor to execute this instrument.

SIGNATURE: _____

DATE: 4-25-18

NOTARY VERIFICATION REQUIRED

NOTARY PUBLIC'S SIGNATURE VERIFICATION

STATE: NY

COUNTY: ONTARIO

On this 25th day of April in the year 2018, the individual named above who is signatory to this instrument appeared before me and is personally known to me or proved to me on the basis of satisfactory evidence to be said individual and before me did sign/execute this instrument.

Notary Public Signature

BRIAN C OSHELL
NOTARY PUBLIC-STATE OF NEW YORK
No. 010S4952546

APPLICATION AND CERTIFICATE FOR PAYMENT AIA DOCUMENT G702

Page 15

TO OWNER: Hueber-Bauer Construction PROJECT: USL Walnut

APPLICATION NO: 5

FROM CONTRACTOR: VIA ARCHITECT:

Pyramid Roofing & S/M Co., Inc.

176 Monarch Blvd

Liverpool, NY 13088

CONTRACT FOR:

DISTRIBUTION TO:

OWNER
ARCHITECT
CONTRACTOR

PERIOD TO: 4/30/18

PROJECT NOS:

CONTRACT DATE: 10/4/14

CONTRACTOR'S APPLICATION FOR PAYMENT

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

- Original Contract Sum
- Net change by change orders
- Contract sum to date (line 1 + 2)
- Total completed and stored to date (Column G on G703)
- Retainage:
 - % of completed work:
 - % of stored material:
- Total retainage (Line 5a + 5b or total in column I of G702)
- Total earned less retainage (Line 4 less Line 5 Total)
- Less previous certificates for payment (Line 6 from prior certificate)
- Current payment due:
- Balance to finish, including retainage (Line 3 less Line 6)

430,000 -
80,100 -
510,100 -
486,400 -
48,640 -
427,760 -
403,140 -
34,020 -
72,340 -

The undersigned 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 which previous Certificates for payment were issued and payments received from the Owner, and that current payments shown herein is now due.

CONTRACTOR: Pyramid Roofing & S/M Co., Inc.

By: [Signature] Date: 4/19/18

State of: New York
County of: Onondaga
Subscribed and sworn to before

The this 19th day of April, 2018
Notary Public: Kimberly Irla
My commission expires: July 3, 2021

KIMBERLY IRLA
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01IR6357565
Qualified in Onondaga County
Commission Expires July 3, 2021

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED:

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

ARCHITECT:

By: _____ Date: _____

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

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client		
Total approved this Month:		
TOTALS:		
NET CHANGES by change orders:		

CONTINUATION SHEET

AIA DOCUMENT G703

Page 16

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

APPLICATION NO: 5
APPLICATION DATE: 4/19/18
PERIOD TO: 4/30/18
ARCHITECT'S PROJECT NO:

ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (G-G)	I RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD			TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)		
	Roofing	430,000	370,300	36,000			406,300	91%	23,700	
	CO #1 - Roof Hatches	18,100	18,100	-0-			18,100	100%	-0-	
	CO #2 - Add 1/4" Dens Deck	62,000	60,200	1800			62,000	100%	-0-	
	GRAND TOTALS:	510,000	448,600				486,400			

DOCUMENT G703 - APPLICATION AND CERTIFICATE FOR PAYMENT

RECEIPT OF PROGRESS PAYMENT - RELEASE AND WAIVER OF LIENS AND CLAIMS
Subcontractor/Seller to Contractor/Buyer

Submitted By (Subcontractor/Seller): Pyramid Roofing & Sheetmetal Co., Inc.

Subcontract/PO#: 16-474-21

Submitted To (Contractor/Buyer): Hueber-Breuer Construction Co., Inc.

Project: 505 Walnut Ave (USL) (HB #) 16-474 Owner: Southside Genesee Associates, LLC

THIS PAYMENT: \$ 34,020 Invoice # S Period To: 4/30/18

On behalf of the above Subcontractor/Seller, the undersigned acknowledges receipt of the above progress or partial payment (THIS PAYMENT) and in consideration of said payment the Subcontractor/Seller hereby represents, warrants and certifies that receipt of this partial payment constitutes without exception full and complete payment less any retainage and other amounts withheld in accordance with Article 6 of the Subcontract Agreement (total net amount paid) for completed Work as represented on its approved invoices through the above "Period To" date for all goods and services provided in connection with performing the Work pursuant to the above Subcontract/PO.

The undersigned hereby represents, warrants and certifies that as of the "Period To" date above, except as expressly set forth below, the above Subcontractor/Seller has paid or has otherwise satisfied all known obligations, indebtedness, claims and amounts due and owing to its Subcontractors, Sub-subcontractors, suppliers, vendors, agents or any party or entity providing goods and services on behalf of the Subcontractor/Seller in connection with the Project and that there are no known liens filed and/or lien rights claimed in connection with or arising from performing the Work pursuant to the above Subcontract/PO for which Hueber-Breuer Construction Co., Inc. or the Owner might in any way be held responsible.

List below any party or entity (EXCEPTIONS) to which any amounts are due and owing from the Subcontractor/Seller that are NOT paid or otherwise satisfied by receipt of the above payment as of the "Period To" date.

EXCEPTIONS: None NA

NO EXCEPTIONS: Initials of the undersigned [Signature]

Excluding any exceptions set forth above, in consideration of the above partial payment on account of Work performed pursuant to the above Subcontract/PO, the undersigned hereby represents, warrants and certifies that as of the above "Period To" date the Subcontractor/Seller agrees to indemnify, defend and hold harmless Hueber-Breuer Construction Co., Inc. and the Owner from and against any and all Claims, demands, judgments, liens, costs and expenses (including but not limited to attorneys' fees) hereafter made against the Project or any of the Indemnified Parties, by the above Subcontractor/Seller or any party or entity providing goods and services on behalf of the Subcontractor/Seller in connection with the Project relating to Work performed up to the "Period To" date.

This document becomes effective only when the check for the above payment has been properly and legally endorsed and has been paid by the bank upon which it was drawn.

PRINTED NAME OF UNDERSIGNED: Jonathan Pilowa

TITLE: Vice President

The undersigned attests that he/she has read, understands and freely agrees to all of the above and is an officer, owner, member or partner of the Subcontractor or is a representative of appropriate position duly authorized by the Subcontractor to execute this instrument.

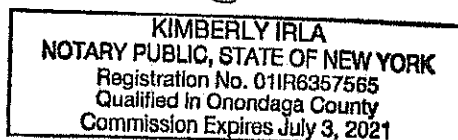
SIGNATURE: [Signature] DATE: 4/19/18

NOTARY VERIFICATION REQUIRED

NOTARY PUBLIC'S SIGNATURE VERIFICATION

On this 19th day of April in the year 2018, the individual named above who is signatory to this instrument appeared before me and is personally known to me or proved to me on the basis of satisfactory evidence to be said individual and before me did sign/execute this instrument.

[Signature]
Notary Public Signature



Copy
8-10-02
#28



Invoice

Invoice # : 737014
Order # : 301223
Date : Apr 18, 2018

Customer:

Hueber-Breuer Construction Co, Inc
Po Box 515
Syracuse, NY 13205-0515
Attn: Derek Heath

Ship To:

University Student Living
505 Walnut Street
Syracuse, NY 13208
Tel: 315476-7917

Account Code : HUEBER
Terms : NET 30
Customer Job # :
Salesperson : Dane Britcher
Order Name : 505 Walnut Street

Quote # :
Purchase Order # :
Shipped Via : Ship Via BRJ
Contact : Art Brilliati

Progress Project Invoicing for PO #16-474-04 + CO #1-4:

Contract Amount: \$ 585,197.00
Completed-to-Date: \$ 150,000.00
Less Previous Invoices: (\$ 125,000.00)
This Invoice: \$ 25,000.00

Pre-Tax Total : 25,000.00
NY Onondaga County Tax : 0.00
Amount Due : 25,000.00

Please Remit to:
BR Johnson, LLC
6960 Fly Road
East Syracuse, NY 13057

Printed Apr 18, 2018 2:50 PM

Page 1 of 1

RECEIPT OF PROGRESS PAYMENT - RELEASE AND WAIVER OF LIENS AND CLAIMS
Subcontractor/Seller to Contractor/Buyer

Submitted By (Subcontractor/Seller): **BR Johnson, LLC**

Subcontract/PO#: **PO16-474-04**

Submitted To (Contractor/Buyer): **Hueber-Breuer Construction Co., Inc.**

Project: **505 Walnut Ave.** (HB # **16-474**)

Owner: _____

THIS PAYMENT: \$ 25,000.00

Invoice #: 737014 Period To: 04/30/18

On behalf of the above Subcontractor/Seller, the undersigned acknowledges receipt of the above progress or partial payment (THIS PAYMENT) and in consideration of said payment the Subcontractor/Seller hereby represents, warrants and certifies that receipt of this partial payment constitutes without exception full and complete payment less any retainage and other amounts withheld in accordance with Article 6 of the Subcontract Agreement (total net amount paid) for completed Work as represented on its approved invoices through the above "Period To" date for all goods and services provided in connection with performing the Work pursuant to the above Subcontract/PO.

The undersigned hereby represents, warrants and certifies that as of the "Period To" date above, except as expressly set forth below, the above Subcontractor/Seller has paid or has otherwise satisfied all known obligations, indebtedness, claims and amounts due and owing to its Subcontractors, Sub-subcontractors, suppliers, vendors, agents or any party or entity providing goods and services on behalf of the Subcontractor/Seller in connection with the Project and that there are no known liens filed and/or lien rights claimed in connection with or arising from performing the Work pursuant to the above Subcontract/PO for which Hueber-Breuer Construction Co., Inc. or the Owner might in any way be held responsible.

List below any party or entity (EXCEPTIONS) to which any amounts are due and owing from the Subcontractor/Seller that are NOT paid or otherwise satisfied by receipt of the above payment as of the "Period To" date.

EXCEPTIONS: N/A

NO EXCEPTIONS: Initials of the undersigned MW

Excluding any exceptions set forth above, in consideration of the above partial payment on account of Work performed pursuant to the above Subcontract/PO, the undersigned hereby represents, warrants and certifies that as of the above "Period To" date the Subcontractor/Seller agrees to indemnify, defend and hold harmless Hueber-Breuer Construction Co., Inc. and the Owner from and against any and all Claims, demands, judgments, liens, costs and expenses (including but not limited to attorneys' fees) hereafter made against the Project or any of the Indemnified Parties, by the above Subcontractor/Seller or any party or entity providing goods and services on behalf of the Subcontractor/Seller in connection with the Project relating to Work performed up to the "Period To" date.

This document becomes effective only when the check for the above payment has been properly and legally endorsed and has been paid by the bank upon which it was drawn.

PRINTED NAME OF UNDERSIGNED: Mark W. Hall

TITLE: CFO

The undersigned attests that he/she has read, understands and freely agrees to all of the above and is an officer, owner, member or partner of the Subcontractor or is a representative of appropriate position duly authorized by the Subcontractor to execute this instrument.

SIGNATURE: Mark W. Hall, CFO DATE: 4/18/18

NOTARY VERIFICATION REQUIRED

NOTARY PUBLIC'S SIGNATURE VERIFICATION

STATE: **New York** COUNTY: **Onondaga**

On this 18 day of April in the year 2018, the individual named above who is signatory to this instrument appeared before me and is personally known to me or proved to me on the basis of satisfactory evidence to be said individual and before me did sign/execute this instrument.

Cathy A. Roberts
Notary Public Signature

CATHY A. ROBERTS
Notary Public, State of New York
Registration #01RO6037839
Qualified In Onondaga County
Commission Expires Feb. 28, 2022



Remit To: Pella Corporation
PO Box 310385
Des Moines, IA 50331-0385
C/O: Laurie Budding

PELLA CORPORATION

102 MAIN STREET, PELLA, IOWA 50219
PHONE: 641-621-1000 FAX: 641-621-6677

Copy
08-20-18
INVOICE
#30

INVOICE DATE: 18-Jan-18
Due Date: 17-Feb-18
INVOICE NUMBER: 505-03
ORDER #: 006MJD928
CUSTOMER PO: 16-474-03
CUSTOMER JOB #: 0
DISTRIBUTOR #: 6
EIN #: 42-0497670

TERMS: 1% 10, Net 30 Days
COUNTRY OF ORIGIN: USA

PROJECT: 505 Walnut

SOLD TO: Heuber-Breuer Construction
Co
148 Berwyn Ave
Syracuse, NY 13201

SHIP TO: 505 Walnut AVE
Syracuse, NY

PQM LINE NO.	OTHER INFO	QTY.	DESCRIPTION	UNIT NET PRICE	TOTAL NET PRICE
43		10		\$616.19	\$6,161.90
46		4		\$616.19	\$2,464.76
49		1		\$413.49	\$413.49
50		1		\$575.47	\$575.47
51		1		\$492.91	\$492.91
53		8		\$636.68	\$5,093.44
57		1		\$636.68	\$636.68
61		1		\$472.41	\$472.41
62		3		\$554.98	\$1,664.94
63		10		\$616.19	\$6,161.90
66		2		\$636.68	\$1,273.36
69		1		\$636.68	\$636.68
73		1		\$636.68	\$636.68
75		1		\$492.91	\$492.91
76		2		\$511.21	\$1,022.42
77		10		\$636.68	\$6,366.80
78		3		\$427.41	\$1,282.23
79		8		\$616.19	\$4,929.52
80		1		\$490.71	\$490.71
81		1		\$472.41	\$472.41
82		1		\$554.98	\$554.98
83		1		\$431.78	\$431.78
84		1		\$578.62	\$578.62
87		3		\$472.41	\$1,417.23
90		3		\$616.19	\$1,848.57
91		1		\$472.41	\$472.41
94		10		\$616.19	\$6,161.90
95		4		\$616.19	\$2,464.76
96		2		\$459.60	\$919.20
97		1		\$575.47	\$575.47
98		10		\$603.37	\$6,033.70
99		10		\$603.37	\$6,033.70
101		1		\$636.68	\$636.68
140		8		\$616.19	\$4,929.52
150		5		\$616.19	\$3,080.95
155		10		\$636.68	\$6,366.80
160		10		\$636.68	\$6,366.80
165		10		\$616.19	\$6,161.90
170		5		\$616.19	\$3,080.95
175		6		\$616.19	\$3,697.14
180		10		\$616.19	\$6,161.90
185		1		\$616.19	\$616.19
190		10		\$636.68	\$6,366.80
195		8		\$636.68	\$5,093.44
200		3		\$616.19	\$1,848.57
205		10		\$616.19	\$6,161.90
210		2		\$616.19	\$1,232.38

				SUB-TOTAL:	\$131,035.86
				TOTAL SALES TAX (0%):	\$0.00
				(U.S. DOLLARS) TOTAL:	\$131,035.86

137,673.81

RECEIPT OF FINAL PAYMENT - RELEASE AND WAIVER OF LIENS AND CLAIMS

Subcontractor/Seller to Contractor/Buyer

Submitted By (Subcontractor/Seller): Pella Corp.

Subcontract/PO#: PO16-474-03

Submitted To (Contractor/Buyer): Hueber-Breuer Construction Co., Inc.

Project: 505 Walnut Ave. Apartments (HB # 16-474)

Owner: Southside Genesee Associates, LLC

THIS PAYMENT: \$ 131,035.86

Invoice #: 505-03 Period To: 1/18/2018

TOTAL PAYMENTS TO DATE INCLUDING THIS FINAL PAYMENT: \$ 327,283

On behalf of the above Subcontractor/Seller, the undersigned acknowledges receipt of the above final payment (THIS PAYMENT) and in consideration of said payment Subcontractor/Seller hereby represents, warrants and certifies that receipt of this final payment together with the aggregate of previous payments rendered (total net amount paid) constitutes without exception full and complete payment consisting of the entire unpaid balance of the Subcontract Sum or PO amount, including payment of retainage, for all goods and services provided in connection with performing the Work pursuant to the above Subcontract/PO.

The undersigned hereby represents, warrants and certifies that the above Subcontractor/Seller has paid or has otherwise satisfied all known obligations, indebtedness, claims and amounts due and owing to its Subcontractors, Sub-subcontractors, suppliers, vendors, agents or any party or entity providing goods and/or services on behalf of the Subcontractor/Seller in connection with the Project and that there are no known liens filed, lien rights claimed, Claims or right to any Claim in connection with or arising from performing the Work pursuant to the above Subcontract/PO for which Hueber-Breuer Construction Co., Inc. or the Owner might in any way be held responsible.

In consideration of the above final payment on account of Work performed pursuant to the above Subcontract/PO the undersigned hereby represents, warrants and certifies that the above Subcontractor/Seller hereby irrevocably waives and releases any and all liens and all Claims and rights to file lien or any Claim that the Subcontractor/Seller now has or is or may be the entitled to Claim or assert, arising from or in any way relating to or in connection with the above Subcontract/PO as of the date hereof and agrees to indemnify, defend and hold harmless Hueber-Breuer Construction Co., Inc. and the Owner (collectively, the "Indemnified Parties") from and against any and all Claims, demands, judgments, liens, costs and expenses (including but not limited to attorneys' fees) hereafter made against the Project or any of the Indemnified Parties, by the above Subcontractor/Seller and/or its Subcontractors, Sub-subcontractors, material/equipment suppliers and vendors, or any party providing goods and services on behalf of the Subcontractor/Seller in connection with the Project and their respective employees, servants, agents or assigns of any of them (collectively, the Claimants), arising out of or resulting from any of the Claimants not having been paid in full for all sums due and owing to any of the Claimants as of the date hereof with respect to goods and services provided for or in connection with the Project by any of the Claimants.

The undersigned hereby represents, warrants and certifies that as of the above "Period To" date the Subcontractor/Seller and its Subcontractors, Sub-subcontractors, suppliers, vendors, agents or any party or entity providing goods and/or services on behalf of the Subcontractor/Seller in connection with the Project performed no additional or extra Work and made no changes to the Work in connection with or relating to the scope of Work of the above Subcontract/PO for which additional compensation may be Claimed in addition to the above final payment and the aggregate of previous payments (total net amount paid) and hereby irrevocably waives and releases Hueber-Breuer Construction Co., Inc. and the Owner from any and all Claims for additional compensation under the above Subcontract/PO.

This document becomes effective only when the check for the above payment has been properly and legally endorsed and has been paid by the bank upon which it was drawn.

PRINTED NAME OF UNDERSIGNED: David Forsythe

TITLE: Sr. Finance Mgr. - Treasury

The undersigned attests that he/she has read, understands and freely agrees to all of the above and is an officer, owner, member, or partner of the Subcontractor or is a representative of appropriate position duly authorized by the Subcontractor to execute this instrument.

SIGNATURE: David Forsythe

DATE: 4.19.18

NOTARY VERIFICATION REQUIRED

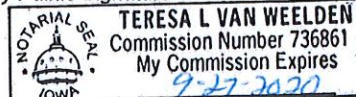
NOTARY PUBLIC'S SIGNATURE VERIFICATION

STATE:

COUNTY:

On this 19th day of April in the year 2018, the individual named above who is signatory to this instrument appeared before me and is personally known to me or proved to me on the basis of satisfactory evidence to be said individual and before me did sign/execute this instrument.

Teresa L. Van Weelden
Notary Public Signature



AIA Type Document
Application and Certification for Payment

TO (OWNER): SOUTHSIDE GENESEE ASSOC. LLC
3 EAST STOW RD, SUITE 260
PO BOX 994
MARLTON, NJ 08053

PROJECT: 505 WALNUT AVE
505 WALNUT AVENUE
SYRACUSE, NY 13208

APPLICATION NO: 4
PERIOD TO: 4/30/2018

DISTRIBUTION
TO:

- OWNER
- CONSTRUCTION
- MANAGER
- ARCHITECT
- CONTRACTOR

FROM (CONTRACTOR): AJAY Glass & Mirror Co., Inc.
101 North Street
Canandaigua, NY 14424

ARCHITECT'S
PROJECT NO:

VIA CONSTRUCTION MANAGER: HUEBER - BREUER CONST. CO., INC.

CONTRACT FOR: ALUM SF, CW, GLAZING

VIA ARCHITECT: ERDY McHENRY ARCHITECT

CONTRACT DATE: 8/9/2017

CONTRACTOR'S APPLICATION FOR PAYMENT

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

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

CONTRACTOR: AJAY Glass & Mirror Co., Inc.
101 North Street Canandaigua, NY 14424

1. ORIGINAL CONTRACT SUM	1,200,000.00
2. Net Change by Change Orders	34,916.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	1,234,916.00
4. TOTAL COMPLETED AND STORED TO DATE	919,943.00

5. RETAINAGE:

a. 10.00 % of Completed Work	\$ 91,994.30
b. 0.00 % of Stored Material	\$ 0.00

Total retainage (Line 5a + 5b) \$ 91,994.30

6. TOTAL EARNED LESS RETAINAGE \$ 827,948.70
(Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

(Line 6 from prior Certificate) \$ 528,432.30

8. CURRENT PAYMENT DUE \$ 299,516.40

9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 406,967.30
(Line 3 less Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	0.00	0.00
Total approved this Month	34,916.00	0.00
TOTALS	34,916.00	0.00
NET CHANGES by Change Order	34,916.00	

By: C. STATHOPOULOS / EXEC. VP Date: _____

State of: NY

County of: ONTARIO

Subscribed and Sworn to before me this _____ Day of _____ 20____

Notary Public:

My Commission Expires: _____

CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$

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

CONSTRUCTION MANAGER:

By: _____ Date: _____

ARCHITECT:

By: _____ Date: _____

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

Corr
08-40-02
#31

DISTRIBUTION
TO:
- OWNER
- CONSTRUCTION
- MANAGER
- ARCHITECT
- CONTRACTOR

FROM (CONTRACTOR): AJAY Glass & Mirror Co., Inc.
101 North Street
Canandaigua, NY 14424

VIA CONSTRUCTION MANAGER: HUEBER - BREUER CONST. CO., INC.

COATING FOR ALUMINUM COATING

THE UNIVERSITY OF CHICAGO

CONTRACT DATE: 9/9/2017

ITEM	DESCRIPTION	ESTIMATED VALUE	APPROXIMATE APPLICATIONS	COMPLETED THIS PERIOD	STORAGE MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
10200 - Submittals/ Engineering/ Shop Drawings									
1	Submittals/ Engineering/ Shop Drawings	25,200.00	18,600.00	0.00	0.00	18,600.00	73.81	6,600.00	1,860.00
078446 - Fire Resistive Joint Systems									
1	Material	15,420.00	0.00	3,420.00	0.00	3,420.00	25.33	19,320.00	350.00
3	Labor	3,455.00	0.00	1,455.00	0.00	1,455.00	42.11	2,000.00	145.50
079200 - Joint Sealants									
4	Material	45,025.00	7,400.00	22,512.00	0.00	29,912.00	66.43	15,113.00	2,991.20
5	Labor	8,575.00	1,100.00	3,200.00	0.00	4,300.00	50.15	4,275.00	430.00
084113 - Aluminum Entrances and Store Fronts									
6	Material	195,333.00	160,920.00	34,413.00	0.00	195,333.00	100.00	0.00	19,533.30
7	Labor	61,580.00	20,523.00	15,500.00	0.00	36,028.00	58.51	25,552.00	3,602.80
084413 - Glazed Aluminum Curtain Walls									
8	Material	158,246.00	90,426.00	62,500.00	0.00	152,926.00	96.64	5,320.00	15,292.60
9	Labor	41,176.00	0.00	11,500.00	0.00	11,500.00	27.93	29,676.00	1,150.00
085413 - Fiberglass Window Install Only w/ Surrounds									
10	Material	197,000.00	194,700.00	2,300.00	0.00	197,000.00	100.00	0.00	19,700.00
11	Labor	51,250.00	40,825.00	16,500.00	0.00	57,325.00	93.59	3,925.00	5,732.50
087100 - Aluminum Hardware									
12	Material	47,500.00	0.00	47,500.00	0.00	47,500.00	100.00	0.00	4,750.00
13	Labor	9,450.00	0.00	0.00	0.00	0.00	0.00	9,450.00	0.00
088000 - Glass									

AIA Type Document
Application and Certification for Payment

Page 3 of 3

TO (OWNER): SOUTHSIDE GENESEE ASSOC. LLC 3 EAST STOW RD, SUITE 260 PO BOX 994 MARLTON, NJ 08053	PROJECT: 505 WALNUT AVE 505 WALNUT AVENUE SYRACUSE, NY 13208	APPLICATION NO: 4 PERIOD TO: 4/30/2018 ARCHITECT'S PROJECT NO:	DISTRIBUTION TO: _ OWNER _ CONSTRUCTION MANAGER _ ARCHITECT _ CONTRACTOR
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FROM (CONTRACTOR): AJAY Glass & Mirror Co., Inc.
 101 North Street
 Canandaigua, NY 14424

VIA CONSTRUCTION MANAGER: HUEBER - BREUER CONST CO., INC.

CONTRACT FOR: HUNTER OW GLAZING
VIA ARCHITECT: GROY MCHENRY ARCHITECT
CONTRACT DATE: 8/9/2017

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
14	Material	151,172.00	38,200.00	65,500.00	0.00	103,700.00	68.50	47,472.00	10,370.00
15	Labor	57,794.00	14,418.00	11,500.00	0.00	25,948.00	44.90	31,846.00	2,594.80
088010 - Interior Glazing									
16	Material	23,056.00	0.00	0.00	0.00	0.00	0.00	63,056.00	0.00
17	Labor	10,750.00	0.00	0.00	0.00	0.00	0.00	10,750.00	0.00
088300 - Mirrors									
18	Material	39,694.00	0.00	0.00	0.00	0.00	0.00	39,694.00	0.00
19	Labor	9,924.00	0.00	0.00	0.00	0.00	0.00	9,924.00	0.00
Change Orders									
20	Change Order #1 - Furnish & Install Fire Rated Windows in Exterior Openings	34,916.00	0.00	34,916.00	0.00	34,916.00	100.00	0.00	3,491.60

REPORT TOTALS	\$1,234,916.00	\$587,147.00	\$332,796.00	\$0.00	\$919,943.00	74.49	\$314,973.00	\$91,994.30
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RECEIPT OF PROGRESS PAYMENT - RELEASE AND WAIVER OF LIENS AND CLAIMS
Subcontractor/Seller to Contractor/Buyer

Submitted By (Subcontractor/Seller): Ajay Glass & Mirror Inc.

Subcontract/PO#: 16-474-13

Submitted To (Contractor/Buyer): Hueber-Breuer Construction Co., Inc.

Project: 505 Walnut Ave. (HB # 16-474)

Owner: Southside Genesee Assoc., LLC

THIS PAYMENT: \$ \$299,516.40

Invoice #: AIA #4 Period To: April 30, 2018

On behalf of the above Subcontractor/Seller, the undersigned acknowledges receipt of the above progress or partial payment (THIS PAYMENT) and in consideration of said payment the Subcontractor/Seller hereby represents, warrants and certifies that receipt of this partial payment constitutes without exception full and complete payment less any retainage and other amounts withheld in accordance with Article 6 of the Subcontract Agreement (total net amount paid) for completed Work as represented on its approved invoices through the above "Period To" date for all goods and services provided in connection with performing the Work pursuant to the above Subcontract/PO.

The undersigned hereby represents, warrants and certifies that as of the "Period To" date above, except as expressly set forth below, the above Subcontractor/Seller has paid or has otherwise satisfied all known obligations, indebtedness, claims and amounts due and owing to its Subcontractors, Sub-subcontractors, suppliers, vendors, agents or any party or entity providing goods and services on behalf of the Subcontractor/Seller in connection with the Project and that there are no known liens filed and/or lien rights claimed in connection with or arising from performing the Work pursuant to the above Subcontract/PO for which Hueber-Breuer Construction Co., Inc. or the Owner might in any way be held responsible.

List below any party or entity (EXCEPTIONS) to which any amounts are due and owing from the Subcontractor/Seller that are NOT paid or otherwise satisfied by receipt of the above payment as of the "Period To" date.

EXCEPTIONS: _____

NO EXCEPTIONS: Initials of the undersigned _____

Excluding any exceptions set forth above, in consideration of the above partial payment on account of Work performed pursuant to the above Subcontract/PO, the undersigned hereby represents, warrants and certifies that as of the above "Period To" date the Subcontractor/Seller agrees to indemnify, defend and hold harmless Hueber-Breuer Construction Co., Inc. and the Owner from and against any and all Claims, demands, judgments, liens, costs and expenses (including but not limited to attorneys' fees) hereafter made against the Project or any of the Indemnified Parties, by the above Subcontractor/Seller or any party or entity providing goods and services on behalf of the Subcontractor/Seller in connection with the Project relating to Work performed up to the "Period To" date.

This document becomes effective only when the check for the above payment has been properly and legally endorsed and has been paid by the bank upon which it was drawn.

PRINTED NAME OF UNDERSIGNED: Constantino Stathopoulos

TITLE: Exec. VP

The undersigned attests that he/she has read, understands and freely agrees to all of the above and is an officer, owner, member or partner of the Subcontractor or is a representative of appropriate position duly authorized by the Subcontractor to execute this instrument.

SIGNATURE: _____

DATE: 4/25/18

NOTARY VERIFICATION REQUIRED

NOTARY PUBLIC'S SIGNATURE VERIFICATION

STATE: New York

COUNTY: Ontario

On this 25th day of April in the year 2018, the individual named above who is signatory to this instrument appeared before me and is personally known to me or proved to me on the basis of satisfactory evidence to be said individual and before me did sign/execute this instrument.

Notary Public Signature

BRIAN C OSHELL
NOTARY PUBLIC-STATE OF NEW YORK

No. 010\$4952546

Qualified in Monroe County

My Commission Expires June 19, 2019

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF THREE

PAGES

TO OWNER Hueber-Breuer Construction
148 Berwyn Ave/PO Box 515
Syracuse, NY 13205-0515

PROJECT: 505 Walnut
505 Walnut Ave
Syracuse, NY 13204

APPLICATION NO: 4

Distribution to:
☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR

PERIOD TO: 4/1/18-4/30/18

FROM CONTRACTOR: VIA ARCHITECT:

Ron Wright Inc.
1211 River Rd
Hamilton, NY 13346

PROJECT NOS:

CONTRACT DATE 01/01/18

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 \$ 1450000.00
2. Net change by Change Orders \$ 68850.30
3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ 1518850.30
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 968362.50

5. RETAINAGE:
a. 10 % of Completed Work (Column D + E on G703) \$ 96,836.25
b. 0 % of Stored Material (Column F on G703) \$
Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 96,836.25

6. TOTAL EARNED LESS RETAINAGE \$ 96836.25
(Line 4 Less Line 5 Total) \$ 871526.25
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) 0.00
8. CURRENT PAYMENT DUE \$ 574038.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 297488.25
(Line 3 less Line 6) \$ 647324.05

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0	
Total approved this Month	\$68,850	
TOTALS	\$68,850	\$0
NET CHANGES by Change Order	\$68,850	

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

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

The 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: Ron Wright Inc.

By:  Date: 4/17/18

State of: New York
County of: Madison
Subscribed and sworn to before me this 17 day of April, 2018
Notary Public: 
My Commission expires: Oct 31, 2021

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED\$

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

By: _____ Date: _____

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

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

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 2 PAGES

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

APPLICATION NO: App. 04
APPLICATION DATE: 4/17/2018

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

PERIOD TO: 4/30/2018

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

ARCHITECT'S PROJECT NO: 505 Walnut

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	MS Framing (RC-Channel, shaftwall, etc.)	161,800.00	64,720.00	56,630.00	0	121,350.00	75%	40,450.00	12,135.00
2	Gyp/Ply/Bead	985,000.00	394,000.00	197,000.00	0	591,000.00	60%	394,000.00	59,100.00
3	Insulation	298,500.00	179,100.00	59,700.00	0	238,800.00	80%	59,700.00	23,880.00
4	ACT	4,700.00	0.00	0.00	0	4,700.00		4,700.00	0.00
5	CO1 Corridors	45,000.00	0.00	11,250.00	0	11,250.00	25%	33,750.00	1,125.00
6	CO2 Fixtures- additional GWB	23,850.00	0.00	5,962.50	0	5,962.50	25%	17,887.50	596.25
7		0.00	0.00	0.00	0	0.00			0.00
8		0.00	0.00	0.00	0	0.00			0.00
9		0.00	0.00	0.00	0	0.00			0.00
10		0.00	0.00	0.00	0	0.00			0.00
11		0.00	0.00	0.00	0	0.00			0.00
12		0.00	0.00	0.00	0	0.00			0.00
13		0.00	0.00	0.00	0	0.00			0.00
14		0.00	0.00	0.00	0	0.00			0.00
15		0.00	0.00	0.00	0	0.00			0.00
16		0.00	0.00	0.00	0	0.00			0.00
17		0.00	0.00	0.00	0	0.00			0.00
18		0.00	0.00	0.00	0	0.00			0.00
19		0.00	0.00	0.00	0	0.00			0.00
20		0.00	0.00	0.00	0	0.00			0.00
21		0.00	0.00	0.00	0	0.00			0.00
22		0.00	0.00	0.00	0	0.00			0.00
23		0.00	0.00	0.00	0	0.00			0.00
24		0.00	0.00	0.00	0	0.00			0.00
25	0	0.00	0.00	0.00	0	0.00			0.00
GRAND TOTALS		1,518,850.00	637,820.00	330,542.50	0	968,362.50	64%	550,487.50	96,836.25

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

RECEIPT OF PROGRESS PAYMENT - RELEASE AND WAIVER OF LIENS AND CLAIMS
Subcontractor/Seller to Contractor/Buyer

Submitted By (Subcontractor/Seller): Ron Wright Inc.

Subcontract/PO#: 16-474-26

Submitted To (Contractor/Buyer): Hueber-Breuer Construction Co., Inc.

Project: 505 Walnut Ave. Apartments (HB #) 16-474 Owner: Southside Genesee Associates, LLC

THIS PAYMENT: \$ 297488.25 Invoice # 04 Period To: 4/30/18

On behalf of the above Subcontractor/Seller, the undersigned acknowledges receipt of the above progress or partial payment (THIS PAYMENT) and in consideration of said payment the Subcontractor/Seller hereby represents, warrants and certifies that receipt of this partial payment constitutes without exception full and complete payment less any retainage and other amounts withheld in accordance with Article 6 of the Subcontract Agreement (total net amount paid) for completed Work as represented on its approved invoices through the above "Period To" date for all goods and services provided in connection with performing the Work pursuant to the above Subcontract/PO.

The undersigned hereby represents, warrants and certifies that as of the "Period To" date above, except as expressly set forth below, the above Subcontractor/Seller has paid or has otherwise satisfied all known obligations, indebtedness, claims and amounts due and owing to its Subcontractors, Sub-subcontractors, suppliers, vendors, agents or any party or entity providing goods and services on behalf of the Subcontractor/Seller in connection with the Project and that there are no known liens filed and/or lien rights claimed in connection with or arising from performing the Work pursuant to the above Subcontract/PO for which Hueber-Breuer Construction Co., Inc. or the Owner might in any way be held responsible.

List below any party or entity (EXCEPTIONS) to which any amounts are due and owing from the Subcontractor/Seller that are NOT paid or otherwise satisfied by receipt of the above payment as of the "Period To" date.

EXCEPTIONS: NA

NO EXCEPTIONS: Initials of the undersigned (RW)

Excluding any exceptions set forth above, in consideration of the above partial payment on account of Work performed pursuant to the above Subcontract/PO, the undersigned hereby represents, warrants and certifies that as of the above "Period To" date the Subcontractor/Seller agrees to indemnify, defend and hold harmless Hueber-Breuer Construction Co., Inc. and the Owner from and against any and all Claims, demands, judgments, liens, costs and expenses (including but not limited to attorneys' fees) hereafter made against the Project or any of the Indemnified Parties, by the above Subcontractor/Seller or any party or entity providing goods and services on behalf of the Subcontractor/Seller in connection with the Project relating to Work performed up to the "Period To" date.

This document becomes effective only when the check for the above payment has been properly and legally endorsed and has been paid by the bank upon which it was drawn.

PRINTED NAME OF UNDERSIGNED: Ronald Wright

TITLE: President

The undersigned attests that he/she has read, understands and freely agrees to all of the above and is an officer, owner, member or partner of the Subcontractor or is a representative of appropriate position duly authorized by the Subcontractor to execute this instrument.

SIGNATURE: [Signature]

DATE: 4/17/18

NOTARY VERIFICATION REQUIRED

NOTARY PUBLIC'S SIGNATURE VERIFICATION

STATE: New York

COUNTY: Madison

On this 17 day of April in the year 2018, the individual named above who is signatory to this instrument appeared before me and is personally known to me or proved to me on the basis of satisfactory evidence to be said individual and before me did sign/execute this instrument.

[Signature]
Notary Public Signature
Chani Wright
Notary Public - State of New York
No. 01W08130132
Qualified in Madison County
My Commission Expires October 31, 2021

G702 APPLICATION and CERTIFICATE for PAYMENT

To: Hueber-Breuer Const. Co. Inc.
P.O. Box 515
Syracuse, N.Y. 13205

Project: 505 Walnut Ave

From: WSW Construction Corp.
3580 Burnet Ave
East Syracuse, N.Y. 13057

Application No: 4

App. Date: April 25, 2018

Period to: April 30, 2018

Project No:

Contract Date:

Distribution to:

☐ OWNER

☐ CONSTRUCTION MGR.

☐ ARCHITECT

☐ CONTRACTOR

☐ OTHER

Contract For:

Via Architect:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM 740,000.00
2. Net Change By Change Orders 51,325.00
3. CONTRACT SUM TO DATE 791,325.00
4. TOTAL COMPLETED AND STORED TO DATE 610,900.00
5. RETAINAGE:
 - a. 10% of Completed Work 61,090.00
 - b. of Stored Material 0.00

TOTAL RETAINAGE

6. TOTAL EARNED LESS RETAINAGE 61,090.00

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT 549,810.00

8. CURRENT PAYMENT DUE 216,900.00

9. BALANCE TO FINISH, INCLUDING RETAINAGE 332,910.00

241,515.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	0.00	0.00
Total approval this Month	51,325.00	0.00
TOTALS	\$ 51,325.00	\$ 0.00
NET CHANGES by Change Order	\$ 51,325.00	

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: WSW Construction Corp.

By: Joe Walsh Date: 4/25/18

State of: _____ County of: _____

Subscribed and sworn before me this _____ day of _____

The above personally appeared before me, the undersigned notary public, and provided satisfactory evidence of identification to be the person who signed this document in my presence and swore or affirmed to me that the contents of this document are truthful and accurate to the best of his/her knowledge and belief.

Notary Public:

My Commission expires: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED

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

ARCHITECT:

By: _____ Date: _____

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

CONTINUATION SHEET G703

PROJECT: 505 Walnut Ave

WSW Construction Corp.

Page 1 of 1

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

Application No: 4

App. Date: April 25, 2018

Period to: April 30, 2018

Project No:

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

A Item #	B Description of Work	C Schedule of Values	D Work Completed From Previous Application(s)	E Work Completed This Period	F Materials Stored & Used Prior + Current	G Total Completed and Stored To Date	H Balance to Finish	I Retainage
1	Ground Floor Framing	22,200.00	16,500.00	5,700.00	0.00	22,200.00	0.00	2,220.00
2	Ground Floor GWB/Insulation	27,600.00	7,000.00	0.00	0.00	7,000.00	20,600.00	700.00
3	1st Floor Framing	44,970.00	19,000.00	15,000.00	0.00	34,000.00	10,970.00	3,400.00
4	1st Floor GWB/Insulation	70,975.00	15,000.00	0.00	0.00	15,000.00	55,975.00	1,500.00
5	2nd Floor Framing	9,850.00	1,500.00	7,350.00	0.00	8,850.00	1,000.00	885.00
6	2nd Floor GWB/Insulation	122,550.00	43,000.00	67,300.00	0.00	110,300.00	12,250.00	11,030.00
7	3rd Floor Framing	12,275.00	1,500.00	9,550.00	0.00	11,050.00	1,225.00	1,105.00
8	3rd Floor GWB/Insulation	119,260.00	43,000.00	64,350.00	0.00	107,350.00	11,910.00	10,735.00
9	4th Floor Framing	12,275.00	1,500.00	8,325.00	0.00	9,825.00	2,450.00	982.50
10	4th Floor GWB/Insulation	119,260.00	43,000.00	52,400.00	0.00	95,400.00	23,860.00	9,540.00
11	5th Floor Framing	11,800.00	1,500.00	7,950.00	0.00	9,450.00	2,350.00	945.00
12	5th Floor GWB/Insulation	123,315.00	43,000.00	55,650.00	0.00	98,650.00	24,665.00	9,865.00
13	General Conditions	43,670.00	5,500.00	25,000.00	0.00	30,500.00	13,170.00	3,050.00
14	C.O. #1	51,325.00	0.00	51,325.00	0.00	51,325.00	0.00	5,132.50

GRAND TOTAL: 791,325.00 241,000.00 369,900.00 0.00 610,900.00 77.20 180,425.00 61,090.00

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

RECEIPT OF PROGRESS PAYMENT - RELEASE AND WAIVER OF LIENS AND CLAIMS
Subcontractor/Seller to Contractor/Buyer

Submitted By (Subcontractor/Seller): **WSW Construction Corp**

Subcontract/PO#: **16-474-27**

Submitted To (Contractor/Buyer): **Hueber-Breuer Construction Co., Inc.**

Project: **505 Walnut Ave (USL)** (HB #) **16-474** Owner: **Southside Genesee Associates, LLC**

THIS PAYMENT: \$ 332,910.00 Invoice # 4 Period To: 4/30/18

On behalf of the above Subcontractor/Seller, the undersigned acknowledges receipt of the above progress or partial payment (THIS PAYMENT) and in consideration of said payment the Subcontractor/Seller hereby represents, warrants and certifies that receipt of this partial payment constitutes without exception full and complete payment less any retainage and other amounts withheld in accordance with Article 6 of the Subcontract Agreement (total net amount paid) for completed Work as represented on its approved invoices through the above "Period To" date for all goods and services provided in connection with performing the Work pursuant to the above Subcontract/PO.

The undersigned hereby represents, warrants and certifies that as of the "Period To" date above, except as expressly set forth below, the above Subcontractor/Seller has paid or has otherwise satisfied all known obligations, indebtedness, claims and amounts due and owing to its Subcontractors, Sub-subcontractors, suppliers, vendors, agents or any party or entity providing goods and services on behalf of the Subcontractor/Seller in connection with the Project and that there are no known liens filed and/or lien rights claimed in connection with or arising from performing the Work pursuant to the above Subcontract/PO for which Hueber-Breuer Construction Co., Inc. or the Owner might in any way be held responsible.

List below any party or entity (EXCEPTIONS) to which any amounts are due and owing from the Subcontractor/Seller that are NOT paid or otherwise satisfied by receipt of the above payment as of the "Period To" date.

EXCEPTIONS: NA

NO EXCEPTIONS: Initials of the undersigned JW

Excluding any exceptions set forth above, in consideration of the above partial payment on account of Work performed pursuant to the above Subcontract/PO, the undersigned hereby represents, warrants and certifies that as of the above "Period To" date the Subcontractor/Seller agrees to indemnify, defend and hold harmless Hueber-Breuer Construction Co., Inc. and the Owner from and against any and all Claims, demands, judgments, liens, costs and expenses (including but not limited to attorneys' fees) hereafter made against the Project or any of the Indemnified Parties, by the above Subcontractor/Seller or any party or entity providing goods and services on behalf of the Subcontractor/Seller in connection with the Project relating to Work performed up to the "Period To" date.

This document becomes effective only when the check for the above payment has been properly and legally endorsed and has been paid by the bank upon which it was drawn.

PRINTED NAME OF UNDERSIGNED: JAMES WALKER

TITLE: TREASURER

The undersigned attests that he/she has read, understands and freely agrees to all of the above and is an officer, owner, member or partner of the Subcontractor or is a representative of appropriate position duly authorized by the Subcontractor to execute this instrument.

SIGNATURE: James Walker DATE: 4/25/18

NOTARY VERIFICATION REQUIRED

NOTARY PUBLIC'S SIGNATURE VERIFICATION

STATE:

COUNTY:

On this 25th day of April in the year 2018, the individual named above who is signatory to this instrument appeared before me and is personally known to me or proved to me on the basis of satisfactory evidence to be said individual and before me did sign/execute this instrument.

Notary Public Signature Laurie J. Leonardo

No. 011E6070924

Notary Public, State of New York
Qualified in Onondaga County

My Commission Expires 03/11/2018

APPLICANT AND CERTIFICATION FOR PAYMENT

TO OWNER: Huber-Breuer

PROJECT: 505 Walnut Labor Contract

FROM CONTRACTOR: FLM 3

VIA ARCHITECT:

DOCUMENT G702

APPLICATION NO: 002

PERIOD TO: 4-1-18

PROJECT NOS:

CONTRACT FOR: Floor covering

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 \$ 205,000
- 2. Net change by Change Orders \$ 0
- 3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 205,000
- 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 241,300
- 5. RETAINAGE:
 - a. % of Completed Work \$
 - b. % of Stored Material \$
- 6. TOTAL EARNED LESS RETAINAGE \$ 216,300
- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 23,670
- 8. CURRENT PAYMENT DUE \$ 9,270
- 9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 14,400

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

AIA DOCUMENT G702 - APPLICATION AND CERTIFICATION FOR PAYMENT - 1992 EDITION - AIA - 01522

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

PAGE ONE OF

Distribution to:

OWNER	
ARCHITECT	
CONTRACTOR	

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: FLM 3

By: [Signature] Date: 4-1-18

State of: County of:

Subscribed and sworn to before me this day of

Notary Public:

My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$

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

ARCHITECT:

By: Date:

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

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

CONTINUATION SHEET

50: Walnut St

AIA DOCUMENT G703

Page 1

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

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

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

APPLICATION NO:

APPLICATION DATE:

PERIOD TO:

ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C CONTRACT VALUE WHOLE DOLLARS	D WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)		E WORK COMPLETED THIS PERIOD		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)		H BALANCE TO FINISH (C - G)	I RETAINAGE
1	Carpet Labor	69,200			15,000			22,000	5%	69,200	
2	Resilient Labor	125,800			1,000			4,300	33%	103,800	
3	Warehousing	10,000								5,700	
4											
5											
6											
7											
8											
9											
10											
11											
12											
13											
14											
15											
16											
17											
18											
19											
20											
21											
22											
23											
24											
25											
26											
27											
28											
	Totals	205,000			16,000			26,300		178,700	2,630

RECEIPT OF PROGRESS PAYMENT - RELEASE AND WAIVER OF LIENS AND CLAIMS

Subcontractor/Seller to Contractor/Buyer

Submitted By (Subcontractor/Seller): FLM 3

Subcontract/PO#: PO16-474-10

Submitted to (Contractor/Buyer): Hueber-Breuer Construction Co., Inc.

Project: 505 Walnut Ave. Apartments (HB # 16-474)

Owner: Southside Genesee Associates, LLC

THIS PAYMENT: \$ 14,400.00

Invoice #: 002 Period to: 04-01-18

On behalf of the above Subcontractor/Seller, the undersigned acknowledges receipt of the above progress or partial payment (THIS PAYMENT) and in consideration of said payment the Subcontractor/Seller hereby represents, warrants and certifies that receipt of this partial payment constitutes without exception full and complete payment less any retainage and other amounts withheld in accordance with Article 6 of the Subcontract Agreement (total net amount paid) for completed Work as represented on its approved invoices through the above "Period To" date for all goods and services provided in connection with performing the Work pursuant to the above Subcontract/PO.

The undersigned hereby represents, warrants and certifies that as of the "Period To" date above, except as expressly set forth below, the above Subcontractor/Seller has paid or has otherwise satisfied all known obligations, indebtedness, claims and amounts due and owing to its Subcontractors, Sub-subcontractors, suppliers, vendors, agents or any party or entity providing goods and services on behalf of the Subcontractor/Seller in connection with the Project and that there are no known liens filed and/or lien rights claimed in connection with or arising from performing the Work pursuant to the above Subcontract/PO for which Hueber-Breuer Construction Co., Inc. or the Owner might in any way be held responsible.

List below any party or entity (EXCEPTIONS) to which any amounts are due and owing from the Subcontractor/Seller that are NOT paid or otherwise satisfied by receipt of the above payment as of the "Period To" date.

EXCEPTIONS: None

NO EXCEPTIONS: Initials of the undersigned FM

Excluding any exceptions set forth above, in consideration of the above partial payment on account of Work performed pursuant to the above Subcontract/PO, the undersigned hereby represents, warrants and certifies that as of the above "Period To" date the Subcontractor/Seller agrees to indemnify, defend and hold harmless Hueber-Breuer Construction Co., Inc. and the Owner from and against any and all Claims, demands, judgments, liens, costs and expenses (including but not limited to attorneys' fees) hereafter made against the Project or any of the Indemnified Parties, by the above Subcontractor/Seller or any party or entity providing goods and services on behalf of the Subcontractor/Seller in connection with the Project relating to Work performed up to the "Period To" date.

This document becomes effective only when the check for the above payment has been properly and legally endorsed and has been paid by the bank upon which it was drawn.

PRINTED NAME OF UNDERSIGNED: Frank Muro III

TITLE: owner

The undersigned attests that he/she has read, understands and freely agrees to all of the above and is an officer, owner, member or partner of the Subcontractor or is a representative of appropriate position duly authorized by the Subcontractor to execute this instrument.

SIGNATURE: Frank Muro III DATE: 04-01-18

NOTARY VERIFICATION REQUIRED

NOTARY PUBLIC'S SIGNATURE VERIFICATION

STATE:

COUNTY:

On this _____ day of _____ in the year _____, the individual named above who is signatory to this instrument appeared before me and is personally known to me or proved to me on the basis of satisfactory evidence to be said individual and before me did sign/execute this instrument.

Notary Public Signature

copy
09-02-53
#135

APPLICANT AND CERTIFICATION FOR PAYMENT
TO OWNER
Hueber-Breuer

DOCUMENT G702
APPLICATION NO: 003
PERIOD TO: 4-30-18
PROJECT NOS:

FROM CONTRACTOR:
FLM 3

Distribution to:

OWNER
ARCHITECT
CONTRACTOR

CONTRACT FOR: Floor covering
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.

ORIGINAL CONTRACT SUM
Net change by Change Orders
CONTRACT SUM TO DATE (Line 1 + 2)
TOTAL COMPLETED & STORED TO
DATE (Column G on G703)
RETAINAGE:
a. % of Completed Work
(Column D + E on G703)
b. % of Stored Material
(Column F on G703)
Total Retainage (Lines 5a + 5b or
Total in Column I of G703)
TOTAL EARNED LESS RETAINAGE
(Line 4 Less Line 5 Total)
LESS PREVIOUS CERTIFICATES FOR
PAYMENT (Line 6 from prior Certificate)
CURRENT PAYMENT DUE
BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 less Line 6)

FROM CONTRACTOR:
FLM 3
VIA ARCHITECT:
505 Walnut
Labor Contract

CONTRACT DATE:
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: FLM 3
By: [Signature] Date: 4-15-18
State of: _____ County of: _____
Subscribed and sworn to before me this _____ day of _____
Notary Public: _____
My Commission expires: _____

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

AMOUNT CERTIFIED \$
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this
Application and on the Continuation Sheet that are changed to conform with the amount certified.)
ARCHITECT:
By: _____ Date: _____
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the
Contractor named herein. Issuance, payment and acceptance of payment are without
prejudice to any rights of the Owner or Contractor under this Contract.

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20005-5292
DOCUMENT G702 - APPLICATION AND CERTIFICATION FOR PAYMENT - 1992 EDITION - AIA - ©1992
Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

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

NET CHANGES by Change Order

CONTINUATION SHEET

SO: Internal SOL

ALA DOCUMENT G703

APPLICATION NO:
APPLICATION DATE:
PERIOD TO:
ARCHITECT'S PROJECT NO:

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

A ITEM NO.	B DESCRIPTION OF WORK	C CONTRACT VALUE WHOLE DOLLARS	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)				TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
1	Carpet Labor	69,200			20,700		20,700	30%	48,500	
2										
3										
4										
5	Resilient Labor	125,800			16,000		38,000	30%	87,800	
6										
7										
8	Warehousing	101,000					41,300	43%	5,700	
9										
10										
11										
12										
13										
14										
15										
16										
17										
18										
19										
20										
21										
22										
23										
24										
25										
26										
27										
28										
	Totals	205,000			36,700		67,000		142,000	6,300

RECEIPT OF PROGRESS PAYMENT - RELEASE AND WAIVER OF LIENS AND CLAIMS
Subcontractor/Seller to Contractor/Buyer

Submitted By (Subcontractor/Seller): FLM 3

Subcontract/PO#: PO16-474-10

Submitted to (Contractor/Buyer): Hueber-Breuer Construction Co., Inc.

Project: 505 Walnut Ave. Apartments (HB # 16-474)

Owner: Southside Genesee Associates, LLC

THIS PAYMENT: \$ 33,030.00

Invoice #: 003 - Period to: 4-15-18

On behalf of the above Subcontractor/Seller, the undersigned acknowledges receipt of the above progress or partial payment (THIS PAYMENT) and in consideration of said payment the Subcontractor/Seller hereby represents, warrants and certifies that receipt of this partial payment constitutes without exception full and complete payment less any retainage and other amounts withheld in accordance with Article 6 of the Subcontract Agreement (total net amount paid) for completed Work as represented on its approved invoices through the above "Period To" date for all goods and services provided in connection with performing the Work pursuant to the above Subcontract/PO.

The undersigned hereby represents, warrants and certifies that as of the "Period To" date above, except as expressly set forth below, the above Subcontractor/Seller has paid or has otherwise satisfied all known obligations, indebtedness, claims and amounts due and owing to its Subcontractors, Sub-subcontractors, suppliers, vendors, agents or any party or entity providing goods and services on behalf of the Subcontractor/Seller in connection with the Project and that there are no known liens filed and/or lien rights claimed in connection with or arising from performing the Work pursuant to the above Subcontract/PO for which Hueber-Breuer Construction Co., Inc. or the Owner might in any way be held responsible.

List below any party or entity (EXCEPTIONS) to which any amounts are due and owing from the Subcontractor/Seller that are NOT paid or otherwise satisfied by receipt of the above payment as of the "Period To" date.

EXCEPTIONS: None

NO EXCEPTIONS: Initials of the undersigned FM

Excluding any exceptions set forth above, in consideration of the above partial payment on account of Work performed pursuant to the above Subcontract/PO, the undersigned hereby represents, warrants and certifies that as of the above "Period To" date the Subcontractor/Seller agrees to indemnify, defend and hold harmless Hueber-Breuer Construction Co., Inc. and the Owner from and against any and all Claims, demands, judgments, liens, costs and expenses (including but not limited to attorneys' fees) hereafter made against the Project or any of the Indemnified Parties, by the above Subcontractor/Seller or any party or entity providing goods and services on behalf of the Subcontractor/Seller in connection with the Project relating to Work performed up to the "Period To" date.

This document becomes effective only when the check for the above payment has been properly and legally endorsed and has been paid by the bank upon which it was drawn.

PRINTED NAME OF UNDERSIGNED: Frank Merano III

TITLE: owner

The undersigned attests that he/she has read, understands and freely agrees to all of the above and is an officer, owner, member or partner of the Subcontractor or is a representative of appropriate position duly authorized by the Subcontractor to execute this instrument.

SIGNATURE: Frank Merano III DATE: 4-15-18

NOTARY VERIFICATION REQUIRED

NOTARY PUBLIC'S SIGNATURE VERIFICATION

STATE:

COUNTY:

On this _____ day of _____ in the year _____, the individual named above who is signatory to this instrument appeared before me and is personally known to me or proved to me on the basis of satisfactory evidence to be said individual and before me did sign/execute this instrument.

Notary Public Signature

DRAFT

AIA Document G702S™ - 2017

Application and Certificate for Payment, Contractor-Subcontractor Version

TO CONTRACTOR:	Hueber-Breuer Construction Co. 148 Berwyn Avenue P.O. Box 515 Syracuse, NY 13205-0515 KSP Painting of Syracuse, Ltd. 1010 Cold Springs Road Liverpool, NY 13088	PROJECT: 505 Walnut Ave Housing (USL)	APPLICATION NO: 002	PERIOD TO: April 30, 2018	Distribution to: OWNER: <input type="checkbox"/> ARCHITECT: <input type="checkbox"/> CONTRACTOR: <input type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
FROM SUBCONTRACTOR:		SUBCONTRACT FOR: /	SUBCONTRACT DATE: /	PROJECT NOS: /	

SUBCONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL SUBCONTRACT SUM \$450,000.00
2. NET CHANGE BY CHANGE ORDERS \$0.00
3. CONTRACT SUM TO DATE (Line 1 + 2) \$450,000.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$135,000.00
5. RETAINAGE:
 - a. 10.00% of Completed Work (Column D + E on G703) \$13,500.00
 - b. 0% of Stored Material (Column F on G703) \$0.00Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$13,500.00
6. TOTAL EARNED LESS RETAINAGE \$121,500.00 (Line 4 Less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$54,000.00 (Line 6 from prior Certificate)
8. CURRENT PAYMENT DUE \$67,500.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE \$328,500.00 (Line 3 Less Line 6)

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

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

SUBCONTRACTOR:

By: [Signature] Date: April 19, 2018
State of: NY County of: Albany
Subscribed and sworn to before me this 19 day of April, 2018
Notary Public: DIANA L. CHERRIER
My Commission expires: February 22, 2020
Notary No. 01CH4920332
Qualified in Albany County, NY

AIA^e Document G703S - 2017

Continuation Sheet, Contractor-Subcontractor Version

FOIA Document C702, APPLICATION AND CERTIFICATION FOR PAYMENT,

containing Subcontractor'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.

[illegible]

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(3E9ADA61)

RECEIPT OF PROGRESS PAYMENT - RELEASE AND WAIVER OF LIENS AND CLAIMS

Subcontractor/Seller to Contractor/Buyer

Submitted By (Subcontractor/Seller): KSP Painting of Syracuse Ltd

Subcontract/PO#: 16-474-20

Submitted To (Contractor/Buyer): Hueber-Breuer Construction Co., Inc.

Project: 505 Walnut Ave. Apartments (HB # 16-474)

Owner: Southside Genesee Associates, LLC

THIS PAYMENT: \$ 67,500

Invoice #: 2 Period To: 4/30/18

On behalf of the above Subcontractor/Seller, the undersigned acknowledges receipt of the above progress or partial payment (THIS PAYMENT) and in consideration of said payment the Subcontractor/Seller hereby represents, warrants and certifies that receipt of this partial payment constitutes without exception full and complete payment less any retainage and other amounts withheld in accordance with Article 6 of the Subcontract Agreement (total net amount paid) for completed Work as represented on its approved invoices through the above "Period To" date for all goods and services provided in connection with performing the Work pursuant to the above Subcontract/PO.

The undersigned hereby represents, warrants and certifies that as of the "Period To" date above, except as expressly set forth below, the above Subcontractor/Seller has paid or has otherwise satisfied all known obligations, indebtedness, claims and amounts due and owing to its Subcontractors, Sub-subcontractors, suppliers, vendors, agents or any party or entity providing goods and services on behalf of the Subcontractor/Seller in connection with the Project and that there are no known liens filed and/or lien rights claimed in connection with or arising from performing the Work pursuant to the above Subcontract/PO for which Hueber-Breuer Construction Co., Inc. or the Owner might in any way be held responsible.

List below any party or entity (EXCEPTIONS) to which any amounts are due and owing from the Subcontractor/Seller that are NOT paid or otherwise satisfied by receipt of the above payment as of the "Period To" date.

EXCEPTIONS: _____

NO EXCEPTIONS: Initials of the undersigned JP

Excluding any exceptions set forth above, in consideration of the above partial payment on account of Work performed pursuant to the above Subcontract/PO, the undersigned hereby represents, warrants and certifies that as of the above "Period To" date the Subcontractor/Seller agrees to indemnify, defend and hold harmless Hueber-Breuer Construction Co., Inc. and the Owner from and against any and all Claims, demands, judgments, liens, costs and expenses (including but not limited to attorneys' fees) hereafter made against the Project or any of the Indemnified Parties, by the above Subcontractor/Seller or any party or entity providing goods and services on behalf of the Subcontractor/Seller in connection with the Project relating to Work performed up to the "Period To" date.

This document becomes effective only when the check for the above payment has been properly and legally endorsed and has been paid by the bank upon which it was drawn.

PRINTED NAME OF UNDERSIGNED: Jeff Rasciano

TITLE: VP

The undersigned attests that he/she has read, understands and freely agrees to all of the above and is an officer, owner, member or partner of the Subcontractor or is a representative of appropriate position duly authorized by the Subcontractor to execute this instrument.

SIGNATURE: _____

DATE: 4/19/18

NOTARY VERIFICATION REQUIRED

NOTARY PUBLIC'S SIGNATURE VERIFICATION

STATE: NY

COUNTY: Oran

On this 19 day of April in the year 2018, the individual named above who is signatory to this instrument appeared before me and is personally known to me or proved to me on the basis of satisfactory evidence to be the individual who did sign/execute this instrument.

Notary Public, State of New York
No. 01049820382

Notary Public Signature _____

Qualified in Onondaga County
Commission Expires February 22, 18

REQUEST FOR PAYMENT

From: Kinlow, LLC
5115 Montour Rd
Emmett, ID 83617

To: Hueber-Breuer Constr. Co, Inc.
PO Box 515
Syracuse, NY 13205-0515

Invoice: 1100

Draw: 1

Invoice date: 4/18/2018

Period ending date: 4/30/2018

Contract For:

Project: 18005
505 Walnut Ave

Contract date: 1/31/2018

Architect:

Scope: Furnish building specialties at 505 Walnut Ave
Syracuse, NY HB#16-474-08. IDA Project #31021717

Request for payment:

Original contract amount	\$46,701.00
Approved changes	\$0.00
Revised contract amount	
Contract completed to date	
Add-ons to date	\$0.00
Taxes to date	\$0.00
Less retainage	\$0.00
Total completed less retainage	\$0.00
Less previous requests	
Current request for payment	
Current billing	
Current additional charges	\$0.00
Current tax	\$0.00
Less current retainage	\$0.00
Current amount due	\$11,487.00
Remaining contract to bill	\$35,214.00

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

I hereby certify that the work performed and the materials supplied to date, as shown on the above represent the actual value of the accomplishment under the terms of the Contract (and all authorized changes thereof) between the undersigned and the Hueber-Breuer Constr. Co, Inc. relating to the above referenced project. I also certify that the contractor has paid all amounts previously billed and paid by the owner.

CONTRACTOR: Kinlow, LLC

State Of

County Of

By: _____

Subscribed and sworn to before me this _____ day of _____

Date: _____

Notary Public

My commission expires: _____

copy
10-10-06
#42

REQUEST FOR PAYMENT DETAIL

Project: 18005 / 505 Walnut Ave Invoice: 1100 Draw: 1 Period Ending Date : 4/30/2018 Detail Page 2 of 2 Pages

Item ID	Description	Total Contract Amount	Previously Completed Work	Work Completed This Period	Presently Stored Materials	Completed And Stored To Date	% Comp	Balance To Finish	Retainage Balance
01	Fire Protection	16,925.00						16,925.00	
02	Mailboxes	9,546.00						9,546.00	
03	Wire Shelving	11,487.00		11,487.00		11,487.00	100.00		
04	Projection Screens	3,120.00						3,120.00	
05	Entrance Mats	5,623.00						5,623.00	

Totals		46,701.00		11,487.00		11,487.00	24.60	35,214.00	
--------	--	-----------	--	-----------	--	-----------	-------	-----------	--

MJG Appliances LLC
PO Box 5346
Clifton Park, NY 12065

Copy
11-31-07
#44
Invoice

MAR 28 2010

Date	Invoice #
3/26/2018	MJG5375

Bill To
Hueber-Breuer Construction Co., Inc. 148 Berwyn Avenue PO Box 515 Syracuse, NY 13205-0515

Ship To
505 Walnut Avenue Syracuse, NY 13210

Terms	Customer PO
Net 30	16-474-15

Quantity	Model Number	Description	Price	Total
35	GFC325V	1/3 Horsepower Disposers (w/pigtail)	46.00	1,610.00
<div>Job <u>USL</u> Cost Code <u>11-31-02</u> Contract <u>POB 15</u> 2% Applies Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Owner <input type="checkbox"/> Material Only <input checked="" type="checkbox"/> No <input type="checkbox"/> Lien Attached Yes / No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Requested in Next Chck: Run 10th 25th Pay AGAP Retainage Release Yes / No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Special Pay Terms Approval By Wanna S107</div>				
Please remit to above address.			Total	\$1,610.00

Payments/Credits \$0.00

Balance Due \$1,610.00

RECEIPT OF PROGRESS PAYMENT - RELEASE AND WAIVER OF LIENS AND CLAIMS
Subcontractor/Seller to Contractor/Buyer

Submitted By (Subcontractor/Seller): **MJG Enterprises, LLC**

Subcontract/PO#: **PO 16-474-15**

Submitted to (Contractor/Buyer): **Hueber-Breuer Construction Co., Inc.**

Project: **505 Walnut Ave. Apartments** (HB # **16-474**)

Owner: **Southside Genesee Associates, LLC**

THIS PAYMENT: \$ 16,100.⁰⁰

Invoice #: MJG 5375 Period to: 3/28/18

On behalf of the above Subcontractor/Seller, the undersigned acknowledges receipt of the above progress or partial payment (THIS PAYMENT) and in consideration of said payment the Subcontractor/Seller hereby represents, warrants and certifies that receipt of this partial payment constitutes without exception full and complete payment less any retainage and other amounts withheld in accordance with Article 6 of the Subcontract Agreement (total net amount paid) for completed Work as represented on its approved invoices through the above "Period To" date for all goods and services provided in connection with performing the Work pursuant to the above Subcontract/PO.

The undersigned hereby represents, warrants and certifies that as of the "Period To" date above, except as expressly set forth below, the above Subcontractor/Seller has paid or has otherwise satisfied all known obligations, indebtedness, claims and amounts due and owing to its Subcontractors, Sub-subcontractors, suppliers, vendors, agents or any party or entity providing goods and services on behalf of the Subcontractor/Seller in connection with the Project and that there are no known liens filed and/or lien rights claimed in connection with or arising from performing the Work pursuant to the above Subcontract/PO for which Hueber-Breuer Construction Co., Inc. or the Owner might in any way be held responsible.

List below any party or entity (EXCEPTIONS) to which any amounts are due and owing from the Subcontractor/Seller that are NOT paid or otherwise satisfied by receipt of the above payment as of the "Period To" date.

EXCEPTIONS: _____

NO EXCEPTIONS: Initials of the undersigned MJG

Excluding any exceptions set forth above, in consideration of the above partial payment on account of Work performed pursuant to the above Subcontract/PO, the undersigned hereby represents, warrants and certifies that as of the above "Period To" date the Subcontractor/Seller agrees to indemnify, defend and hold harmless Hueber-Breuer Construction Co., Inc. and the Owner from and against any and all Claims, demands, judgments, liens, costs and expenses (including but not limited to attorneys' fees) hereafter made against the Project or any of the Indemnified Parties, by the above Subcontractor/Seller or any party or entity providing goods and services on behalf of the Subcontractor/Seller in connection with the Project relating to Work performed up to the "Period To" date.

This document becomes effective only when the check for the above payment has been properly and legally endorsed and has been paid by the bank upon which it was drawn.

PRINTED NAME OF UNDERSIGNED: _____

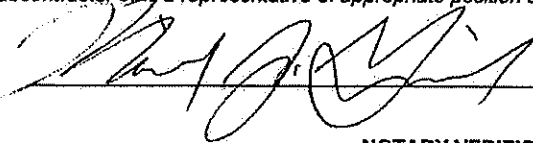
MICHAEL J. GIRARD

TITLE: _____

VP - SALES

The undersigned attests that he/she has read, understands and freely agrees to all of the above and is an officer, owner, member or partner of the Subcontractor or is a representative of appropriate position duly authorized by the Subcontractor to execute this instrument.

SIGNATURE: _____



DATE: _____

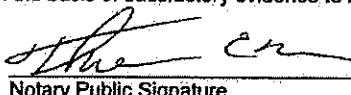
3/29/18

NOTARY VERIFICATION REQUIRED

NOTARY PUBLIC'S SIGNATURE VERIFICATION

STATE: New York COUNTY: Saratoga

On this 29th day of March in the year 2018, the individual named above who is signatory to this instrument appeared before me and is personally known to me or proved to me on the basis of satisfactory evidence to be said individual and before me did sign/execute this instrument.


Notary Public Signature

THOMAS E NEALON
Notary Public, State of New York
No. 01NE6172267

Qualified in Schenectady County
My Commission Expires August 6, 20 19

MJG Appliances LLC
PO Box 5346
Clifton Park, NY 12065



Copy
11-31-02
#44

Invoice

Date	Invoice #
4/23/2018	MJG5431

Bill To
Hueber-Breuer Construction Co., Inc. 148 Berwyn Avenue PO Box 515 Syracuse, NY 13205-0515

Ship To
505 Walnut Avenue Syracuse, NY 13210

Terms	Customer PO
Net 30	16-474-15

Quantity	Model Number	Description	Price	Total
1	JB255RKSS	GE - 30" Electric Range (SS)	395.00	395.00
1	WX9X35	GE Range Cord-4 Prong	10.00	10.00
1	JNM3163RJSS	GE MWO/Hood (SS)	164.00	164.00
1	GSD4060KSS	GE Dishwasher (SS)	287.00	287.00
1	GWE19JSLSS	19 cu.ft. F.D. ADA Refrigerator/Freezer (SS)	1,155.00	1,155.00
<div> <div>Job <u>USL</u></div> <div>Cost Code <u>11-31-02</u></div> <div>Contract <u>15</u></div> <div>Material Only <input checked="" type="checkbox"/></div> <div>Lien / Retention <input checked="" type="checkbox"/></div> <div>Requested in Next Check <input type="checkbox"/></div> <div>Retention Release <input type="checkbox"/></div> <div>Special Pay Terms <input type="checkbox"/></div> <div>Approval By <input type="checkbox"/></div> </div> <div> <u>16-474</u> <u>11-31-02</u> <u>25 Appliances</u> <u>Yes / No</u> <u>Owner</u> <u>Req #</u> <u>Check</u> <u>Pay</u> <u>10/15/18</u> <u>Pay / Ref / Upon Owner Payment</u> <u>0/0/15</u> </div>				
Please remit to above address.			Total	\$2,011.00
			Payments/Credits	\$0.00
			Balance Due	\$2,011.00

APPLICATION AND CERTIFICATE FOR PAYMENT

NBS644356014

AIA DOCUMENT G 702

TO: HUEBER BREUER CONST
148 BERWYN AVE
SYRACUSE NY 13205

PROJECT:

505 WALNUT
505 WALNUT AVE
SYRACUSE NY 13208

APPLICATION NO:

PERIOD TO: 03/31/18

Distribution to:

- ☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR
☐
☐

FROM: OTIS ELEVATOR
P.O. BOX 13716
NEWARK NJ 07188-0716

VIA (ARCHITECT):

CONTRACT FOR: ELEVATOR WORK

ERDY MCHENRY ARCHITECTURE

ARCHITECT'S
PROJECT NO:

CONTRACT DATE: 10/05/17

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.

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner			
TOTAL			
Approved this Month			
Number	Date Approved		
TOTALS			
Net change by Change Orders			

SEE ATTACHMENT

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.

OTIS ELEVATOR COMPANY

[Signature]
T. Hardingham-Dueben,
New Equip. & Mod. Biller

By: Date: 3/7/18

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of 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.

The undersigned has been granted a specific authority only to waive lien rights for labor performed and material provided in consideration of monies paid and is not authorized to waive any other rights or make any other agreement herein on behalf of Otis Elevator Company, its subsidiaries and affiliated operating units.

ARCHITECT:

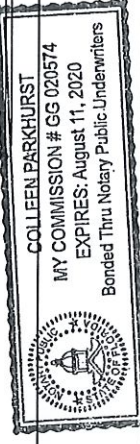
By:

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.

1. ORIGINAL CONTRACT SUM \$ 238,000.00
2. ALL CONTRACT CHANGES
 - 2a. Included Change Orders \$ 0.00
 - 2b. Detail and Summary Change Orders \$ 0.00
 - 2c. Extras (X - Order Memos) \$ 0.00
3. CONTRACT SUM TO DATE (Line 1+2a+2b+2c) \$ 238,000.00
4. DOWNPAYMENTS \$ 0.00
5. AMOUNT SUBJECT TO PROGRESS BILLING \$ 238,000.00
6. TOTAL COMPLETED AND STORED TO DATE (Column G on G703) \$ 211,820.00
7. RETAINAGE:
 - 7a. 10.00 % of Completed Work \$ 21,182.00
(Column D+E on G703)
 - 7b. 10.00 % of Stored Material \$ 0.00
(Column F on G703)
 - 7c. Fixed Retainage \$ 0.00

8. TOTAL EARNED LESS RETAINAGE \$ 190,838.00
(Column 6 less Line 7 Total)
Total in Column I on G703
9. CURRENT EXTRAS ON CONTRACT \$ 0.00
10. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 8 + 9 from prior certificate) \$ 166,005.00
11. LESS ADVANCES TO DATE \$ 0.00
12. TAX \$ 24,633.00
13. CURRENT PAYMENT DUE (Line 8+9-10-11+12) \$ 7,362.00
14. BALANCE TO FINISH, PLUS RETAINAGE



AMOUNT CERTIFIED

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

Page: 1

ARCHITECT'S PROJECT NO:

BG703001

Page: 2

ARCHITECT'S PROJECT NO:

*** THIS IS THE LAST G703 PAGE ***

RECEIPT OF PROGRESS PAYMENT - RELEASE AND WAIVER OF LIENS AND CLAIMS
Subcontractor/Seller to Contractor/Buyer

Submitted By (Subcontractor/Seller): Otis Elevator Co., Inc.

EXHIBIT B

Subcontract/PO#:

Submitted To (Contractor/Buyer): Hueber-Breuer Construction Co., Inc.

Project: 505 WALNUT

Owner:

THIS PAYMENT: \$ 24,633.00

Invoice #: 4 Period To: 3/31/18

On behalf of the above Subcontractor/Seller, the undersigned acknowledges receipt of the above progress or partial payment (THIS PAYMENT) and in consideration of said payment the Subcontractor/Seller hereby represents, warrants and certifies that receipt of this partial payment constitutes without exception full and complete payment less any retainage and other amounts withheld in accordance with Article 6 of the Subcontract Agreement (total net amount paid) for completed Work as represented on its approved Invoices through the above "Period To" date for all goods and services provided in connection with performing the Work pursuant to the above Subcontract/PO.

The undersigned hereby represents, warrants and certifies that as of the "Period To" date above, except as expressly set forth below, the above Subcontractor/Seller has paid or has otherwise satisfied all known obligations, indebtedness, claims and amounts due and owing to its Subcontractors, Sub-subcontractors, suppliers, vendors, agents or any party or entity providing goods and services on behalf of the Subcontractor/Seller in connection with the Project and that there are no known liens filed and/or lien rights claimed in connection with or arising from performing the Work pursuant to the above Subcontract/PO for which Hueber-Breuer Construction Co., Inc. or the Owner might in any way be held responsible.

List below any party or entity (EXCEPTIONS) to which any amounts are due and owing from the Subcontractor/Seller that are NOT paid or otherwise satisfied by receipt of the above payment as of the "Period To" date.

EXCEPTIONS: 12/7/17 - \$1,499.40; 1/4/18 - \$1,713.60; 2/6/18 - \$5,355.00;

NO EXCEPTIONS: Initials of the undersigned _____

Excluding any exceptions set forth above, in consideration of the above partial payment on account of Work performed pursuant to the above Subcontract/PO, the undersigned hereby represents, warrants and certifies that as of the above "Period To" date the Subcontractor/Seller agrees to indemnify, defend and hold harmless Hueber-Breuer Construction Co., Inc. and the Owner from and against any and all Claims, demands, judgments, liens, costs and expenses (including but not limited to attorneys' fees) hereafter made against the Project or any of the Indemnified Parties, by the above Subcontractor/Seller or any party or entity providing goods and services on behalf of the Subcontractor/Seller in connection with the Project relating to Work performed up to the "Period To" date.

This document becomes effective only when the check for the above payment has been properly and legally endorsed and has been paid by the bank upon which it was drawn.

PRINTED NAME OF UNDERSIGNED: T.HARDINGHAM-DUEBEN

TITLE: NE MOD BILLER

The undersigned attests that he/she has read, understands and freely agrees to all of the above and is an officer, owner, member or partner of the Subcontractor or is a representative of appropriate position duly authorized by the Subcontractor to execute this instrument.

SIGNATURE: _____

T. Hardingham-Dueben,
New Equip. & Mod. Biller

DATE: 3/7/18

NOTARY VERIFICATION REQUIRED

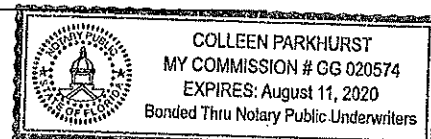
NOTARY PUBLIC'S SIGNATURE VERIFICATION

STATE: FL

COUNTY: PALM BEACH

On this 7 day of MARCH in the year 2018, the individual named above who is signatory to this instrument appeared before me and is personally known to me or proved to me on the basis of satisfactory evidence to be said individual and before me did sign/execute this instrument.

Notary Public Signature



The undersigned has been granted a specific authority only to waive lien rights for labor performed and material provided in consideration of monies paid and is not authorized to waive any other rights or make any other agreement herein on behalf of Otis Elevator Company, its subsidiaries and affiliated operating units.

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G 702

NBS644356016

TO: HUEBER BREUER CONST
148 BERWYN AVE
SYRACUSE NY 13205

PROJECT: 505 WALNUT
505 WALNUT AVE
SYRACUSE NY 13208

APPLICATION NO:

PERIOD TO: 04/30/18

Distribution to:

- ☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR
☐
☐

FROM: OTIS ELEVATOR
P.O. BOX 13716
NEWARK NJ 07188-0716

VIA (ARCHITECT):

CONTRACT FOR: ELEVATOR WORK

ERDY MCHENRY ARCHITECTURE

ARCHITECT'S
PROJECT NO:

CONTRACT DATE: 10/05/17

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.

CHANGE ORDER SUMMARY			DEDUCTIONS
Change Orders approved in previous months by Owner			
TOTAL			
Approved this Month			
Number	Date Approved		
SEE ATTACHMENT			
TOTALS			
Net change by Change Orders			

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

OTIS ELEVATOR COMPANY

Colleen Parkhurst,
Manager of New Equip. & Mod. Billing

By:

Date:

Colleen 4/4/18

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of 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.

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.

1. ORIGINAL CONTRACT SUM	\$ 238,000.00
2. ALL CONTRACT CHANGES	
2a. Included Change Orders	\$ 0.00
2b. Detail and Summary Change Orders	\$ 0.00
2c. Extras (X - Order Memos)	\$ 0.00
3. CONTRACT SUM TO DATE (Line 1+2a+2b+2c)	\$ 238,000.00
4. DOWNPAYMENTS	\$ 0.00
5. AMOUNT SUBJECT TO PROGRESS BILLING	\$ 238,000.00
6. TOTAL COMPLETED AND STORED TO DATE (Column G on G703)	\$ 238,000.00

7. RETAINAGE:

7a. 10.00 % of Completed Work (Column D+E on G703)	\$ 23,800.00
7b. 10.00 % of Stored Material (Column F on G703)	\$ 0.00
7c. Fixed Retainage	\$ 0.00
Total Retainage (Line 7a+7b+7c or Total in Column I on G703)	\$ 23,800.00

8. TOTAL EARNED LESS RETAINAGE (Column 6 less Line 7 Total)

\$ 214,200.00

9. CURRENT EXTRAS ON CONTRACT

\$ 0.00

10. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 8 + 9 from prior certificate)

\$ 190,638.00

11. LESS ADVANCES TO DATE

\$ 0.00

12. TAX

\$ 0.00

13. CURRENT PAYMENT DUE (Line 8+9- 10- 11+12)

\$ 23,562.00

14. BALANCE TO FINISH, PLUS RETAINAGE

\$ 23,800.00

The foregoing amount is acknowledged before me this

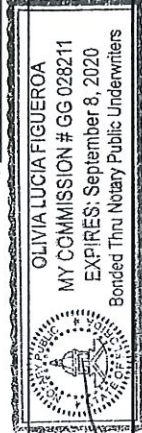
21 day of 4/2018 by C. Parkhurst, Billing Manager,

of Otis Elevator Corporation and its subsidiaries and

affiliated operating units, a New Jersey Corporation, on

behalf of the corporation. She is personally known to me.

Notary Public



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

CONTINUATION SHEET

AIA DOCUMENT G703

NBS644356016

Page: 1

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

APPLICATION NO:
APPLICATION DATE: 04/04/18
PERIOD TO: 04/30/18
ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H BALANCE TO FINISH (C - G)	I RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	BILL GRP: 1 644356 DOWNPAYMENT MATERIAL LABOR	42151.20 48172.80 30108.00	42151.20 48172.80 16860.48	0.00 0.00 13247.52	0.00 0.00 0.00	42151.20 48172.80 30108.00	100.00 100.00 100.00	0.00 0.00 0.00	4215.12 4817.28 3010.80
	BILL GRP: 1 TOTALS	120432.00	107184.48	13247.52	0.00	120432.00	100.00	0.00	12043.20

Page: 2

ARCHITECT'S PROJECT NO:

*** THIS IS THE LAST G703 PAGE ***

RECEIPT OF PROGRESS PAYMENT - RELEASE AND WAIVER OF LIENS AND CLAIMS
Subcontractor/Seller to Contractor/Buyer

Submitted By (Subcontractor/Seller): Otis Elevator Co., Inc.

EXHIBIT B

Subcontract/PO#:

Submitted To (Contractor/Buyer): Hueber-Breuer Construction Co., Inc.

Project: 505 WALNUT

Owner:

THIS PAYMENT: \$ 23,562.00

Invoice #: 5 Period To: 4/30/18

On behalf of the above Subcontractor/Seller, the undersigned acknowledges receipt of the above progress or partial payment (THIS PAYMENT) and in consideration of said payment the Subcontractor/Seller hereby represents, warrants and certifies that receipt of this partial payment constitutes without exception full and complete payment less any retainage and other amounts withheld in accordance with Article 6 of the Subcontract Agreement (total net amount paid) for completed Work as represented on its approved invoices through the above "Period To" date for all goods and services provided in connection with performing the Work pursuant to the above Subcontract/PO.

The undersigned hereby represents, warrants and certifies that as of the "Period To" date above, except as expressly set forth below, the above Subcontractor/Seller has paid or has otherwise satisfied all known obligations, indebtedness, claims and amounts due and owing to its Subcontractors, Sub-subcontractors, suppliers, vendors, agents or any party or entity providing goods and services on behalf of the Subcontractor/Seller in connection with the Project and that there are no known liens filed and/or lien rights claimed in connection with or arising from performing the Work pursuant to the above Subcontract/PO for which Hueber-Breuer Construction Co., Inc. or the Owner might in any way be held responsible.

List below any party or entity (EXCEPTIONS) to which any amounts are due and owing from the Subcontractor/Seller that are NOT paid or otherwise satisfied by receipt of the above payment as of the "Period To" date.

EXCEPTIONS: SEE ATTACHED STATEMENT

NO EXCEPTIONS: Initials of the undersigned _____

Excluding any exceptions set forth above, in consideration of the above partial payment on account of Work performed pursuant to the above Subcontract/PO, the undersigned hereby represents, warrants and certifies that as of the above "Period To" date the Subcontractor/Seller agrees to indemnify, defend and hold harmless Hueber-Breuer Construction Co., Inc. and the Owner from and against any and all Claims, demands, judgments, liens, costs and expenses (including but not limited to attorneys' fees) hereafter made against the Project or any of the Indemnified Parties, by the above Subcontractor/Seller or any party or entity providing goods and services on behalf of the Subcontractor/Seller in connection with the Project relating to Work performed up to the "Period To" date.

This document becomes effective only when the check for the above payment has been properly and legally endorsed and has been paid by the bank upon which it was drawn.

PRINTED NAME OF UNDERSIGNED: C.PARKHURST

TITLE: NE MOD BILLING MANAGER

The undersigned attests that he/she has read, understands and freely agrees to all of the above and is an officer, owner, member or partner of the Subcontractor or is a representative of appropriate position duly authorized by the Subcontractor to execute this instrument.

SIGNATURE: _____

DATE: 4/04/2018

NOTARY VERIFICATION REQUIRED

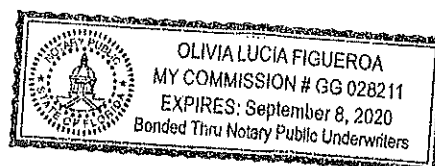
NOTARY PUBLIC'S SIGNATURE VERIFICATION

STATE: FL

COUNTY: PALM BEACH

On this 4TH day of APRIL in the year 2018, the individual named above who is signatory to this instrument appeared before me and is personally known to me or proved to me on the basis of satisfactory evidence to be said individual and before me did sign/execute this instrument.

Notary Public Signature



Copy
\$275,000
#50

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF 2 PAGES

TO OWNER HUEBER-BREUER CONSTR
148 Berwyn Avenue
Syracuse, NY 13205

PROJECT: 505 WALNUT AVENUE
505 WALNUT AVENUE
SYRACUSE, NEW YORK 13208

APPLICATION NO: 4 - SURROUNDS

Distribution to:

<input type="checkbox"/>	OWNER
<input type="checkbox"/>	ARCHITECT
<input type="checkbox"/>	CONTRACTOR
<input type="checkbox"/>	
<input type="checkbox"/>	

PERIOD TO: 4/30/2018

FROM CONTRACTOR: VIA ARCHITECT:
ATL PLUMBING & MECHANICAL LLC
5329 PALMER ROAD
CHITTENANGO, NY 13037
CONTRACT FOR: PLUMBING

PROJECT NOS: 16-474-28

CONTRACT DATE 12/8/2017

CONTRACTOR'S APPLICATION FOR PAYMENT

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

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

1. ORIGINAL CONTRACT SUM	\$ 178,000.00
2. Net change by Change Orders	\$ 155,448.22
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$ 333,448.22
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 214,000.00

5. RETAINAGE:	
a. 10 % of Completed Work (Column D + E on G703)	\$ 21,400.00
b. % of Stored Material (Column F on G703)	\$
Total Retainage (Lines 5a + 5b or	

6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$ 21,400.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 192,600.00
8. CURRENT PAYMENT DUE	\$ 147,600.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$ 45,000.00
	\$ 140,848.22

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$155,448.22	
Total approved this Month	\$0.00	
TOTALS	\$155,448.22	\$0.00
NET CHANGES by Change Order		\$155,448.22

CONTRACTOR:

By: 

Date: 4/19/2018

State of: _____ County of: _____
Subscribed and sworn to before me this _____ day of _____
Notary Public: _____
My Commission expires: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED\$ _____

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

By: _____ Date: _____

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

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

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

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

RECEIPT OF PROGRESS PAYMENT - RELEASE AND WAIVER OF LIENS AND CLAIMS
Subcontractor/Seller to Contractor/Buyer

Submitted By (Subcontractor/Seller): ATL Plumbing & Mechanical LLC

Subcontract/PO#: 16-424-28

Submitted To (Contractor/Buyer): Hueber-Breuer Construction Co., Inc.

Project: 505 Walnut Ave. (HB # 16-474)

Owner: Southside Genesee Associates, LLC

THIS PAYMENT: \$ 45,000.00

Invoice #: 4-SURROUNDS Period To: 4/30/18

On behalf of the above Subcontractor/Seller, the undersigned acknowledges receipt of the above progress or partial payment (THIS PAYMENT) and in consideration of said payment the Subcontractor/Seller hereby represents, warrants and certifies that receipt of this partial payment constitutes without exception full and complete payment less any retainage and other amounts withheld in accordance with Article 6 of the Subcontract Agreement (total net amount paid) for completed Work as represented on its approved invoices through the above "Period To" date for all goods and services provided in connection with performing the Work pursuant to the above Subcontract/PO.

The undersigned hereby represents, warrants and certifies that as of the "Period To" date above, except as expressly set forth below, the above Subcontractor/Seller has paid or has otherwise satisfied all known obligations, indebtedness, claims and amounts due and owing to its Subcontractors, Sub-subcontractors, suppliers, vendors, agents or any party or entity providing goods and services on behalf of the Subcontractor/Seller in connection with the Project and that there are no known liens filed and/or lien rights claimed in connection with or arising from performing the Work pursuant to the above Subcontract/PO for which Hueber-Breuer Construction Co., Inc. or the Owner might in any way be held responsible.

List below any party or entity (EXCEPTIONS) to which any amounts are due and owing from the Subcontractor/Seller that are NOT paid or otherwise satisfied by receipt of the above payment as of the "Period To" date.

EXCEPTIONS: _____

NO EXCEPTIONS: Initials of the undersigned TML

Excluding any exceptions set forth above, in consideration of the above partial payment on account of Work performed pursuant to the above Subcontract/PO, the undersigned hereby represents, warrants and certifies that as of the above "Period To" date the Subcontractor/Seller agrees to indemnify, defend and hold harmless Hueber-Breuer Construction Co., Inc. and the Owner from and against any and all Claims, demands, judgments, liens, costs and expenses (including but not limited to attorneys' fees) hereafter made against the Project or any of the Indemnified Parties, by the above Subcontractor/Seller or any party or entity providing goods and services on behalf of the Subcontractor/Seller in connection with the Project relating to Work performed up to the "Period To" date.

This document becomes effective only when the check for the above payment has been properly and legally endorsed and has been paid by the bank upon which it was drawn.

PRINTED NAME OF UNDERSIGNED: Tina M. LaRosa

TITLE: Treasurer

The undersigned attests that he/she has read, understands and freely agrees to all of the above and is an officer, owner, member or partner of the Subcontractor or is a representative of appropriate position duly authorized by the Subcontractor to execute this instrument.

SIGNATURE: Tina M LaRosa DATE: 4/23/18

NOTARY VERIFICATION REQUIRED

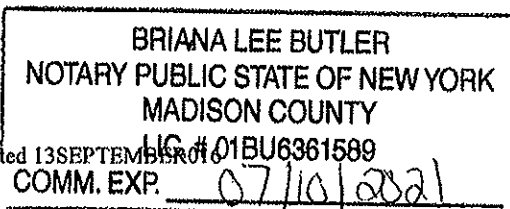
NOTARY PUBLIC'S SIGNATURE VERIFICATION

STATE: NY

COUNTY: monrovia

On this 23rd day of April in the year 2018, the individual named above who is signatory to this instrument appeared before me and is personally known to me or proved to me on the basis of satisfactory evidence to be said individual and before me did sign/execute this instrument.

Brian Lee Butler
Notary Public Signature



APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF 2 PAGES

TO OWNER HUEBER-BREUER CONSTR
148 Berwyn Avenue
Syracuse, NY 13205

PROJECT: 505 WALNUT AVENUE
505 WALNUT AVENUE
SYRACUSE, NEW YORK 13208

APPLICATION NO: 7 - MATERIAL

Distribution to:

OWNER	<input type="checkbox"/>
ARCHITECT	<input type="checkbox"/>
CONTRACTOR	<input type="checkbox"/>

FROM CONTRACTOR: VIA ARCHITECT:
ATL PLUMBING & MECHANICAL LLC
5329 PALMER ROAD
CHITTENANGO, NY 13037
CONTRACT FOR: PLUMBING

PERIOD TO: 4/30/2018

PROJECT NOS: 16-474-25

CONTRACT DATE 8/7/2017

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 \$ 950,000.00
2. Net change by Change Orders \$ 0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ 950,000.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 619,000.00
5. RETAINAGE:
 - a. 10 % of Completed Work \$ 61,900.00
(Column D + E on G703)
 - b. % of Stored Material \$
(Column F on G703)
 Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 61,900.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) \$ 557,100.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 450,000.00
8. CURRENT PAYMENT DUE \$ 107,100.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 392,900.00

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

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

CONTRACTOR:

By:  Date: 4/19/2018

State of: _____ County of: _____
Subscribed and sworn to before me this _____ day of _____
Notary Public: _____
My Commission expires: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ _____

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

By: _____ Date: _____

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

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

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

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

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 2 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

APPLICATION NO: **7 - MATERIAL**

Contractor's signed certification is attached.

APPLICATION DATE: 4/19/2018

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

PERIOD TO: 4/30/2018

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

CONTRACTOR'S PROJECT NO: **16-474-25**

**505 WALNUT AVENUE
SYRACUSE, NEW YORK**

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	E WORK COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
1	GROUND LEVEL MATERIAL								
	SANITARY	\$10,000.00	\$10,000.00	\$0.00		\$10,000.00	100.00%		\$1,000.00
2	GROUND FLOOR MATERIAL								
	SANITARY	\$45,000.00	\$45,000.00	\$0.00		\$45,000.00	100.00%		\$4,500.00
3	GAS	\$20,000.00	\$9,000.00	\$0.00		\$9,000.00	45.00%	\$11,000.00	\$900.00
4	WATER	\$20,000.00	\$0.00	\$5,000.00		\$5,000.00	25.00%	\$15,000.00	\$500.00
5	MECHANICAL ROOM	\$120,000.00	\$65,000.00	\$10,000.00		\$75,000.00	62.50%	\$45,000.00	\$7,500.00
6	PODIUM MATERIAL								
	SLEEVES/PENETRATIONS	\$30,000.00	\$30,000.00	\$0.00		\$30,000.00	100.00%		\$3,000.00
7	TOWER 3 - MATERIAL								
	SAN/VENT ROUGH-INS	\$90,000.00	\$85,000.00	\$5,000.00		\$90,000.00	100.00%		\$9,000.00
8	WATER ROUGH-INS	\$80,000.00	\$50,000.00	\$10,000.00		\$60,000.00	75.00%	\$20,000.00	\$6,000.00
9	STORM	\$30,000.00	\$25,000.00	\$5,000.00		\$30,000.00	100.00%		\$3,000.00
10	FIXTURES	\$65,000.00	\$35,000.00	\$10,000.00		\$45,000.00	69.23%	\$20,000.00	\$4,500.00
11	TOWER 2 - MATERIAL								
	SAN/VENT ROUGH-INS	\$90,000.00	\$26,000.00	\$12,000.00		\$38,000.00	42.22%	\$52,000.00	\$3,800.00
12	WATER ROUGH-INS	\$80,000.00	\$24,000.00	\$12,000.00		\$36,000.00	45.00%	\$44,000.00	\$3,600.00
13	STORM	\$40,000.00	\$26,000.00	\$10,000.00		\$36,000.00	90.00%	\$4,000.00	\$3,600.00
14	FIXTURES	\$65,000.00	\$24,000.00	\$10,000.00		\$34,000.00	52.31%	\$31,000.00	\$3,400.00
15	TOWER 1 - MATERIAL								
	SAN/VENT ROUGH-INS	\$60,000.00	\$12,000.00	\$10,000.00		\$22,000.00	36.67%	\$38,000.00	\$2,200.00
16	WATER ROUGH-INS	\$40,000.00	\$12,000.00	\$10,000.00		\$22,000.00	55.00%	\$18,000.00	\$2,200.00
17	STORM	\$20,000.00	\$10,000.00	\$5,000.00		\$15,000.00	75.00%	\$5,000.00	\$1,500.00
18	FIXTURES	\$45,000.00	\$12,000.00	\$5,000.00		\$17,000.00	37.78%	\$28,000.00	\$1,700.00
GRAND TOTALS		\$950,000.00	\$500,000.00	\$119,000.00	\$0.00	\$619,000.00	65.16%	\$331,000.00	\$61,900.00

RECEIPT OF PROGRESS PAYMENT - RELEASE AND WAIVER OF LIENS AND CLAIMS
Subcontractor/Seller to Contractor/Buyer

Submitted By (Subcontractor/Seller): ATL Plumbing & Mechanical LLC

Subcontract/PO#: 16-474-25

Submitted To (Contractor/Buyer): Hueber-Breuer Construction Co., Inc.

Project: 505 Walnut Ave. Apartments (HB #16-474)

Owner: Southside Genesee Associates, LLC

THIS PAYMENT: \$ 107,100.00

Invoice #: 7-MATERIAL Period To: 4/30/2018

On behalf of the above Subcontractor/Seller, the undersigned acknowledges receipt of the above progress or partial payment (THIS PAYMENT) and in consideration of said payment the Subcontractor/Seller hereby represents, warrants and certifies that receipt of this partial payment constitutes without exception full and complete payment less any retainage and other amounts withheld in accordance with Article 6 of the Subcontract Agreement (total net amount paid) for completed Work as represented on its approved invoices through the above "Period To" date for all goods and services provided in connection with performing the Work pursuant to the above Subcontract/PO.

The undersigned hereby represents, warrants and certifies that as of the "Period To" date above, except as expressly set forth below, the above Subcontractor/Seller has paid or has otherwise satisfied all known obligations, indebtedness, claims and amounts due and owing to its Subcontractors, Sub-subcontractors, suppliers, vendors, agents or any party or entity providing goods and services on behalf of the Subcontractor/Seller in connection with the Project and that there are no known liens filed and/or lien rights claimed in connection with or arising from performing the Work pursuant to the above Subcontract/PO for which Hueber-Breuer Construction Co., Inc. or the Owner might in any way be held responsible.

List below any party or entity (EXCEPTIONS) to which any amounts are due and owing from the Subcontractor/Seller that are NOT paid or otherwise satisfied by receipt of the above payment as of the "Period To" date.

EXCEPTIONS: _____

NO EXCEPTIONS: Initials of the undersigned TM

Excluding any exceptions set forth above, in consideration of the above partial payment on account of Work performed pursuant to the above Subcontract/PO, the undersigned hereby represents, warrants and certifies that as of the above "Period To" date the Subcontractor/Seller agrees to indemnify, defend and hold harmless Hueber-Breuer Construction Co., Inc. and the Owner from and against any and all Claims, demands, judgments, liens, costs and expenses (including but not limited to attorneys' fees) hereafter made against the Project or any of the Indemnified Parties, by the above Subcontractor/Seller or any party or entity providing goods and services on behalf of the Subcontractor/Seller in connection with the Project relating to Work performed up to the "Period To" date.

This document becomes effective only when the check for the above payment has been properly and legally endorsed and has been paid by the bank upon which it was drawn.

PRINTED NAME OF UNDERSIGNED: Tina M. LaRosa

TITLE: Treasurer

The undersigned attests that he/she has read, understands and freely agrees to all of the above and is an officer, owner, member or partner of the Subcontractor or is a representative of appropriate position duly authorized by the Subcontractor to execute this instrument.

SIGNATURE: Tina M. LaRosa

DATE: 4/23/18

NOTARY VERIFICATION REQUIRED

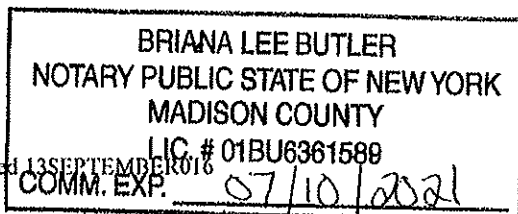
NOTARY PUBLIC'S SIGNATURE VERIFICATION

STATE: NY

COUNTY: Chondaga

On this 23rd day of April in the year 2018, the individual named above who is signatory to this instrument appeared before me and is personally known to me or proved to me on the basis of satisfactory evidence to be said individual and before me did sign/execute this instrument.

Briana Lee Butler
Notary Public Signature



APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF 2 PAGES

TO OWNER HUEBER-BREUER CONSTRUCTION
148 Berwyn Avenue
Syracuse, NY 13205

PROJECT: 505 WALNUT AVENUE
505 WALNUT AVENUE
SYRACUSE, NEW YORK 13208

APPLICATION NO: 9 - LABOR

Distribution to:

<input type="checkbox"/>	OWNER
<input type="checkbox"/>	ARCHITECT
<input type="checkbox"/>	CONTRACTOR
<input type="checkbox"/>	
<input type="checkbox"/>	

PERIOD TO: 4/30/2018

FROM CONTRACTOR: VIA ARCHITECT:
ATL PLUMBING & MECHANICAL LLC
5329 PALMER ROAD
CHITTENANGO, NY 13037
CONTRACT FOR: PLUMBING

PROJECT NOS: 16-474-11

CONTRACT DATE 8/7/2017

CONTRACTOR'S APPLICATION FOR PAYMENT


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

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

1. ORIGINAL CONTRACT SUM \$ 1,200,000.00
2. Net change by Change Orders \$ 0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ 1,200,000.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 748,000.00
5. RETAINAGE:
 - a. 10 % of Completed Work \$ 74,800.00
(Column D + E on G703)
 - b. % of Stored Material \$
(Column F on G703)Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 74,800.00
6. TOTAL EARNED LESS RETAINAGE \$ 673,200.00
(Line 4 Less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 577,800.00
8. CURRENT PAYMENT DUE \$ 95,400.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 526,800.00
(Line 3 less Line 6)

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

CONTRACTOR:

By:  Date: 4/19/2018

State of: _____ County of: _____
Subscribed and sworn to before me this _____ day of _____
Notary Public: _____
My Commission expires: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED\$ _____

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

By: _____ Date: _____

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

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 2 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

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

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

APPLICATION NO: **9 - LABOR**
 APPLICATION DATE: 4/19/2018
 PERIOD TO: 4/30/2018
 CONTRACTOR'S PROJECT NO: 16-474-11
 505 WALNUT AVENUE
 SYRACUSE, NEW YORK

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)		E WORK COMPLETED THIS PERIOD		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
1	MOBILIZATION	\$12,000.00	\$12,000.00		\$0.00			\$12,000.00		\$1,200.00
2	BOND	\$50,000.00	\$50,000.00		\$0.00			\$50,000.00		\$5,000.00
3	SUBMITTALS	\$8,000.00	\$6,000.00		\$2,000.00			\$8,000.00		\$800.00
4	GENERAL CONDITIONS	\$38,000.00	\$15,000.00		\$5,000.00			\$20,000.00	\$18,000.00	\$2,000.00
5	PLUMBING PERMIT	\$8,000.00	\$8,000.00		\$0.00			\$8,000.00		\$800.00
6	GROUND LEVEL UNDG RD LABOR									
	SANITARY	\$54,000.00	\$54,000.00		\$0.00			\$54,000.00		\$5,400.00
7	GROUND FLOOR LABOR									
	SANITARY	\$108,000.00	\$80,000.00		\$10,000.00			\$90,000.00	\$18,000.00	\$9,000.00
8	GAS	\$25,000.00	\$22,000.00		\$0.00			\$22,000.00	\$3,000.00	\$2,200.00
9	WATER	\$25,000.00	\$2,000.00		\$0.00			\$2,000.00	\$23,000.00	\$200.00
10	MECHANICAL ROOM	\$50,000.00	\$12,000.00		\$2,000.00			\$14,000.00	\$36,000.00	\$1,400.00
	PODIUM LABOR									
	SLEEVES/PENETRATIONS	\$80,000.00	\$75,000.00		\$5,000.00			\$80,000.00		\$8,000.00
	TOWER 3 - LABOR									
12	SAN/VENT ROUGH-INS	\$95,000.00	\$89,000.00		\$6,000.00			\$95,000.00		\$9,500.00
13	WATER ROUGH-INS	\$65,000.00	\$57,000.00		\$8,000.00			\$65,000.00		\$6,500.00
14	STORM	\$15,000.00	\$11,000.00		\$4,000.00			\$15,000.00		\$1,500.00
15	FIXTURES	\$90,000.00	\$25,000.00		\$10,000.00			\$35,000.00	\$55,000.00	\$3,500.00
	TOWER 2 - LABOR									
16	SAN/VENT ROUGH-INS	\$95,000.00	\$35,000.00		\$20,000.00			\$55,000.00	\$40,000.00	\$5,500.00
17	WATER ROUGH-INS	\$65,000.00	\$30,000.00		\$10,000.00			\$40,000.00	\$25,000.00	\$4,000.00
18	STORM	\$20,000.00	\$14,000.00		\$3,000.00			\$17,000.00	\$3,000.00	\$1,700.00
19	FIXTURES	\$100,000.00	\$15,000.00		\$2,000.00			\$17,000.00	\$83,000.00	\$1,700.00
	TOWER 1 - LABOR									
20	SAN/VENT ROUGH-INS	\$70,000.00	\$12,000.00		\$10,000.00			\$22,000.00	\$48,000.00	\$2,200.00
21	WATER ROUGH-INS	\$34,000.00	\$7,000.00		\$5,000.00			\$12,000.00	\$22,000.00	\$1,200.00
22	STORM	\$15,000.00	\$6,000.00		\$2,000.00			\$8,000.00	\$7,000.00	\$800.00
23	FIXTURES	\$78,000.00	\$5,000.00		\$2,000.00			\$7,000.00	\$71,000.00	\$700.00
	GRAND TOTALS	\$1,200,000.00	\$642,000.00		\$106,000.00		\$0.00	\$748,000.00	\$452,000.00	\$74,800.00

w

RECEIPT OF PROGRESS PAYMENT - RELEASE AND WAIVER OF LIENS AND CLAIMS
Subcontractor/Seller to Contractor/Buyer

Submitted By (Subcontractor/Seller): ATL Plumbing & Mechanical LLC

Subcontract/PO#: 16-474-11

Submitted To (Contractor/Buyer): Hueber-Breuer Construction Co., Inc.

Project: 505 Walnut Ave. (HB # 16-474)

Owner: Southside Genesee Associates, LLC

THIS PAYMENT: \$ 95,400.00

Invoice #: 9-LABOR Period To: 4/30/18

On behalf of the above Subcontractor/Seller, the undersigned acknowledges receipt of the above progress or partial payment (THIS PAYMENT) and in consideration of said payment the Subcontractor/Seller hereby represents, warrants and certifies that receipt of this partial payment constitutes without exception full and complete payment less any retainage and other amounts withheld in accordance with Article 6 of the Subcontract Agreement (total net amount paid) for completed Work as represented on its approved invoices through the above "Period To" date for all goods and services provided in connection with performing the Work pursuant to the above Subcontract/PO.

The undersigned hereby represents, warrants and certifies that as of the "Period To" date above, except as expressly set forth below, the above Subcontractor/Seller has paid or has otherwise satisfied all known obligations, indebtedness, claims and amounts due and owing to its Subcontractors, Sub-subcontractors, suppliers, vendors, agents or any party or entity providing goods and services on behalf of the Subcontractor/Seller in connection with the Project and that there are no known liens filed and/or lien rights claimed in connection with or arising from performing the Work pursuant to the above Subcontract/PO for which Hueber-Breuer Construction Co., Inc. or the Owner might in any way be held responsible.

List below any party or entity (EXCEPTIONS) to which any amounts are due and owing from the Subcontractor/Seller that are NOT paid or otherwise satisfied by receipt of the above payment as of the "Period To" date.

EXCEPTIONS: _____

NO EXCEPTIONS: Initials of the undersigned tm

Excluding any exceptions set forth above, in consideration of the above partial payment on account of Work performed pursuant to the above Subcontract/PO, the undersigned hereby represents, warrants and certifies that as of the above "Period To" date the Subcontractor/Seller agrees to indemnify, defend and hold harmless Hueber-Breuer Construction Co., Inc. and the Owner from and against any and all Claims, demands, judgments, liens, costs and expenses (including but not limited to attorneys' fees) hereafter made against the Project or any of the Indemnified Parties, by the above Subcontractor/Seller or any party or entity providing goods and services on behalf of the Subcontractor/Seller in connection with the Project relating to Work performed up to the "Period To" date.

This document becomes effective only when the check for the above payment has been properly and legally endorsed and has been paid by the bank upon which it was drawn.

PRINTED NAME OF UNDERSIGNED: Tina M. La Rosa

TITLE: Treasurer

The undersigned attests that he/she has read, understands and freely agrees to all of the above and is an officer, owner, member or partner of the Subcontractor or is a representative of appropriate position duly authorized by the Subcontractor to execute this instrument.

SIGNATURE: Tina M. La Rosa

DATE: 4/23/18

NOTARY VERIFICATION REQUIRED

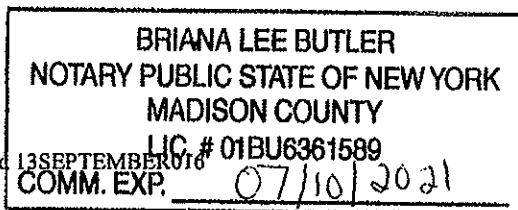
NOTARY PUBLIC'S SIGNATURE VERIFICATION

STATE: ny

COUNTY: chondaga

On this 23rd day of April in the year 2018, the individual named above who is signatory to this instrument appeared before me and is personally known to me or proved to me on the basis of satisfactory evidence to be said individual and before me did sign/execute this instrument.

Brian Lee Butler
Notary Public Signature



Copy
23-01-02
51

APPLICATION AND CERTIFICATE FOR PAYMENT

SVS DOCUMENT 702

TO OWNER: HUEBER BREUER CONSTRUCTION
P.O. BOX 515
SYRACUSE, NEW YORK 13205

FROM CONTRACTOR: CENTURY HEATING & AIR CONDITIONING, INC.
220 BOSS RD.
SYRACUSE NY 13211
CONTRACT FOR: HVAC

PROJECT: 505 WALNUT AVE
505 WALNUT AVE
SYRACUSE, NEW YORK 13208
VIA ARCHITECT:

APPLICATION NO: 8
PERIOD TO: 04/30/18
PROJECT NOS: 16-474-12
CONTRACT DATE: 08/07/17

Distribution to:
X OWNER
ARCHITECT
CONTRACTOR

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as show below, in connection with the Contract. Continuation Sheet, SVS Document 703, is attached.

1. ORIGINAL CONTRACT AMOUNT \$ 2,600,000.00
2. NET CHANGE BY CHANGE ORDERS \$ 40,111.00
3. CONTRACT SUM TO DATE (Line 1 +/- 2) \$ 2,640,111.00
4. TOTAL COMPLETED & STORED TO DATE \$ 2,160,823.00
(Column G on SVS 703)
5. RETAINAGE
a. 10.0% of Completed Work \$ 216,082.30
(Columns D + E on SVS 703)
b. 10.0% of Stored Material \$ 0.00
(Column F on SVS 703)
Total Retainage (line 5a + 5b or Total in Column I of SVS 703) \$ 216,082.30
6. TOTAL EARNED LESS RETAINAGE \$ 1,944,740.70
(Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 1,799,840.70
(Line 6 from prior Certificate)
8. CURRENT PAYMENT DUE \$ 144,900.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 695,370.30
(Line 3 less Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by owner	67,314.00	27,203.00
Total approved this month	0.00	0.00
TOTALS	67,314.00	27,203.00
NET CHANGES by Change Order	40,111.00	

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: CENTURY HEATING & AIR CONDITIONING, INC.

By: RICHARD IORIO, CEO DATE: 04/19/18

State of: NEW YORK

County of: ONONDAGA

Subscribed and sworn to before me this 19th day of April, 2018

Notary Public: PATRICK J BROWN
My Commission expires: Notary Public, State of New York
Qualified in Onondaga Co. No. 01886026505

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$

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

ARCHITECT: By: DATE:

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

CONTINUATION SHEET

SVS G703

PAGE 1 OF 8 PAGES

SVS Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT.

containing Contractor's signed Certification, is attached.

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

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

APPLICATION NO:

04/19/18

APPLICATION DATE:

04/30/18

PERIOD TO:

16-474-12

ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED	G TOTAL COMPLETED AND STORED TO DATE	H BALANCE TO FINISH	I RETAINAGE
			FR.PREV. APPL.	THIS PERIOD				
1	EQUIPMENT	993,000.00	894,912.00	16,000.00	0.00	910,912.00	82,088.00	91,091.20
2	DUCTWORK	360,000.00	258,000.00	21,000.00	0.00	279,000.00	81,000.00	27,900.00
3	PIPING	214,000.00	158,000.00	15,000.00	0.00	173,000.00	41,000.00	17,300.00
4	LABOR	804,000.00	493,000.00	88,000.00	0.00	581,000.00	223,000.00	58,100.00
5	INSULATION	91,000.00	48,000.00	21,000.00	0.00	69,000.00	22,000.00	6,900.00
6	CONTROLS	65,200.00	47,000.00	0.00	0.00	47,000.00	18,200.00	4,700.00
7	RIGGING	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00	500.00
8	BALANCING	12,000.00	0.00	0.00	0.00	0.00	12,000.00	0.00
9	BOND	33,800.00	33,800.00	0.00	0.00	33,800.00	0.00	3,380.00
10	PERMIT	22,000.00	22,000.00	0.00	0.00	22,000.00	0.00	2,200.00
11	C/O# 1 PUMP & SPECIALTIES	6,797.00	6,797.00	0.00	0.00	6,797.00	0.00	679.70
12	C/O# 2 REVISED M DRAWINGS	20,889.00	20,889.00	0.00	0.00	20,889.00	0.00	2,088.90
13	C/O# 3 RADIATION DAMPERS	39,628.00	39,628.00	0.00	0.00	39,628.00	0.00	3,962.80
14	C/O# 4 HEAT PUMP CREDIT	-27,203.00	-27,203.00	0.00	0.00	-27,203.00	0.00	-2,720.30

TOTALS	2,640,111.00	1,999,823.00	161,000.00	0.00	2,160,823.00	81.8%	479,288.00	216,082.30
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RECEIPT OF PROGRESS PAYMENT - RELEASE AND WAIVER OF LIENS AND CLAIMS

Subcontractor/Seller to Contractor/Buyer

Submitted By (Subcontractor/Seller): Century Heating & Air Conditioning, Inc.

Subcontract/PO#: 16-474-12

Submitted To (Contractor/Buyer): Hueber-Breuer Construction Co., Inc.

Project: 505 Walnut Ave. Apartments (HB #) 16-474 Owner: Southside Genesee Associates, LLC

THIS PAYMENT: \$ 144,900.⁰⁰ Invoice # 8 Period To: 4-30-18

On behalf of the above Subcontractor/Seller, the undersigned acknowledges receipt of the above progress or partial payment (THIS PAYMENT) and in consideration of said payment the Subcontractor/Seller hereby represents, warrants and certifies that receipt of this partial payment constitutes without exception full and complete payment less any retainage and other amounts withheld in accordance with Article 6 of the Subcontract Agreement (total net amount paid) for completed Work as represented on its approved invoices through the above "Period To" date for all goods and services provided in connection with performing the Work pursuant to the above Subcontract/PO.

The undersigned hereby represents, warrants and certifies that as of the "Period To" date above, except as expressly set forth below, the above Subcontractor/Seller has paid or has otherwise satisfied all known obligations, indebtedness, claims and amounts due and owing to its Subcontractors, Sub-subcontractors, suppliers, vendors, agents or any party or entity providing goods and services on behalf of the Subcontractor/Seller in connection with the Project and that there are no known liens filed and/or lien rights claimed in connection with or arising from performing the Work pursuant to the above Subcontract/PO for which Hueber-Breuer Construction Co., Inc. or the Owner might in any way be held responsible.

List below any party or entity (EXCEPTIONS) to which any amounts are due and owing from the Subcontractor/Seller that are NOT paid or otherwise satisfied by receipt of the above payment as of the "Period To" date.

EXCEPTIONS: NA

NO EXCEPTIONS: Initials of the undersigned RI

Excluding any exceptions set forth above, in consideration of the above partial payment on account of Work performed pursuant to the above Subcontract/PO, the undersigned hereby represents, warrants and certifies that as of the above "Period To" date the Subcontractor/Seller agrees to indemnify, defend and hold harmless Hueber-Breuer Construction Co., Inc. and the Owner from and against any and all Claims, demands, judgments, liens, costs and expenses (including but not limited to attorneys' fees) hereafter made against the Project or any of the Indemnified Parties, by the above Subcontractor/Seller or any party or entity providing goods and services on behalf of the Subcontractor/Seller in connection with the Project relating to Work performed up to the "Period To" date.

This document becomes effective only when the check for the above payment has been properly and legally endorsed and has been paid by the bank upon which it was drawn.

PRINTED NAME OF UNDERSIGNED: RICHARD IORIO

TITLE: CEO

The undersigned attests that he/she has read, understands and freely agrees to all of the above and is an officer, owner, member or partner of the Subcontractor or is a representative of appropriate position duly authorized by the Subcontractor to execute this instrument.

SIGNATURE: [Signature] DATE: 4/19/18

NOTARY VERIFICATION REQUIRED

NOTARY PUBLIC'S SIGNATURE VERIFICATION

STATE: NY

COUNTY: ONONDAGA

On this 19th day of APRIL in the year 2018, the individual named above who is signatory to this instrument appeared before me and is personally known to me or proved to me on the basis of satisfactory evidence to be said individual and before me did sign/execute this instrument.

Notary Public Signature

[Signature]
PATRICK J. BROWN
Notary Public, State of New York
Qualified in Onon. Co. No. 01BR6026603
Commission Expires June 14, 2019

Copy
26-01-01
#53

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF 3 PAGES

TO OWNER University Student Living
3 East Stow Rd. Suite 260 PO Box 994 Marlton NJ. 08053
PROJECT: USL 505 Walnut
505 Walnut Ave.
Syracuse, New York 13208

CONTRACTOR: Hueber-Breuer Construction Company, Inc
148 Berwyn Avenue, Syracuse, New York 13210

FROM SUB CONTRACTOR:
Huen New York, Inc.
6695 Old Collamer Road
East Syracuse, New York 13057

CONTRACT FOR: Electrical Work

APPLICATION NC 10

PERIOD TO: 04/30/18

PROJECT NOS: 16474

Distribution to:
OWNER
ARCHITECT
CONTRACTOR

CONTRACT DATE August 1, 2017

CONTRACTOR'S APPLICATION FOR PAYMENT

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


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

1. ORIGINAL CONTRACT SUM \$ 2,600,000.00
2. Net change by Change Orders \$ 511,571.62
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 3,111,571.62
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 2,255,291.62
5. RETAINAGE:
 - a. 10 % of Completed Work \$ 225,529.16
(Column D + E on G703)
 - b. 10 % of Stored Material \$ 0.00
(Column F on G703)Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 225,529.16
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) \$ 2,029,762.46
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 1,575,532.46
8. CURRENT PAYMENT DUE \$ 454,230.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 1,081,809.16

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$364,111.62	\$0.00
Total approved this Month	\$147,460.00	\$0.00
TOTALS	\$511,571.62	\$0.00
NET CHANGES by Change Order	\$511,571.62	

CONTRACTOR: Huen New York, Inc.

By:  Date: 3-28-21

State of: NEW YORK County of: ONONDAGA
Subscribed and sworn to before me this 19th day of April, 2021, at the City of Syracuse, State of New York
Notary Public:  No. 01MP6124276
My Commission expires 3-28-21
Qualified in Onondaga County
Commission Expires March 28, 2021

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$

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

ARCHITECT:

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

CONTINUATION SHEET

AIA DOCUMENT G703 (Instructions on reverse side)

PAGE 2 OF 3 PAGES

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

APPLICATION NO.:
APPLICATION DATE:
PERIOD TO:
ARCHITECT'S PROJECT NO.:

10

04/17/18

04/30/18

16474

A	B	C	D		E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G-C)	BALANCE TO FINISH (C-G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D+E)							
	USL 505 Walnut									
01	Insurance / Bond	22,700.00	22,700.00		0.00		22,700.00	100%	0.00	2,270.00
02	Mobilization	25,000.00	25,000.00		0.00		25,000.00	100%	0.00	2,500.00
03	Submittals	15,500.00	15,500.00		0.00		15,500.00	100%	0.00	1,550.00
04	As Builts	7,500.00	4,500.00		750.00		5,250.00	70%	2,250.00	525.00
05	Daily Cleanup	15,800.00	9,480.00		1,580.00		11,060.00	70%	4,740.00	1,106.00
06	General Conditions	120,000.00	78,000.00		6,000.00		84,000.00	70%	36,000.00	8,400.00
07	Safety	24,500.00	15,925.00		1,225.00		17,150.00	70%	7,350.00	1,715.00
08	Temporary Power	17,500.00	17,500.00		0.00		17,500.00	100%	0.00	1,750.00
09	Lighting Fixtures (M)	395,000.00	19,750.00		59,250.00		79,000.00	20%	316,000.00	7,900.00
10	Lighting Fixtures (L)	108,000.00	5,400.00		16,200.00		21,600.00	20%	86,400.00	2,160.00
11	Branch Conduit (M)	85,300.00	76,770.00		4,265.00		81,035.00	95%	4,265.00	8,103.50
12	Branch Conduit (L)	265,000.00	172,250.00		53,000.00		225,250.00	85%	39,750.00	22,525.00
13	Feeder Conduit (M)	52,600.00	52,600.00		0.00		52,600.00	100%	0.00	5,260.00
14	Feeder Conduit (L)	102,300.00	97,185.00		0.00		97,185.00	95%	5,115.00	9,718.50
15	Feeder Wire (M)	68,200.00	68,200.00		0.00		68,200.00	100%	0.00	6,820.00
16	Feeder Wire (L)	210,000.00	199,500.00		0.00		199,500.00	95%	10,500.00	19,950.00
17	Branch Wire (M)	110,000.00	87,600.00		22,400.00		110,000.00	100%	0.00	11,000.00
18	Branch Wire (L)	145,000.00	101,500.00		21,750.00		123,250.00	85%	21,750.00	12,325.00
19	Switchgear / Distribution (M)	155,000.00	140,150.00		14,850.00		155,000.00	100%	0.00	15,500.00
20	Switchgear / Distribution (L)	86,900.00	78,210.00		4,345.00		82,555.00	95%	4,345.00	8,255.50
21	Device Trim (M)	45,000.00	12,000.00		33,000.00		45,000.00	100%	0.00	4,500.00
22	Device Trim (L)	61,200.00	0.00		12,240.00		12,240.00	20%	48,960.00	1,224.00
23	Fire Alarm (M)	130,000.00	0.00		130,000.00		130,000.00	100%	0.00	13,000.00
24	Fire Alarm (L)	75,000.00	33,750.00		15,000.00		48,750.00	65%	26,250.00	4,875.00
		2,343,000.00	1,333,470.00		395,855.00	0.00	1,729,325.00		613,675.00	172,932.50

CONTINUATION SHEET

AIA DOCUMENT G703 (Instructions on reverse side)

PAGE 3 OF 3 PAGES

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

APPLICATION NO.: 10
APPLICATION DATE: 04/17/18
PERIOD TO: 04/30/18
ARCHITECT'S PROJECT NO.: 16474

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						
	USL 505 Walnut continued									
25	Emergency Generator (M)	74,000.00	74,000.00	0.00		74,000.00	100%	0.00	7,400.00	
26	Emergency Generator (L)	12,000.00	11,400.00	0.00		11,400.00	95%	600.00	1,140.00	
27	Tele/Data/TV (M)	80,000.00	56,000.00	20,000.00		76,000.00	95%	4,000.00	7,600.00	
28	Tele/Data/TV (L)	91,000.00	63,700.00	22,750.00		86,450.00	95%	4,550.00	8,645.00	
	Change Order #001: Feeders to Copper	37,351.62	37,351.62	0.00		37,351.62	100%	0.00	3,735.16	
	Change Order #002: 3-Phase Temp Power	15,081.00	15,081.00	0.00		15,081.00	100%	0.00	1,508.10	
	Change Order #003: 42 USB Receptacles	13,382.00	0.00	1,338.00		1,338.00	10%	12,044.00	133.80	
	Change Order #004: Type L9 Lights	3,262.00	1,957.00	0.00		1,957.00	60%	1,305.00	195.70	
	Change Order #005: Ductbank 3" to 4"	6,576.00	5,261.00	1,315.00		6,576.00	100%	0.00	657.60	
	Change Order #006: Rev Panel Type LP-31	1,500.00	1,500.00	0.00		1,500.00	100%	0.00	150.00	
	Change Order #007: Required Power	36,959.00	25,871.00	7,392.00		33,263.00	90%	3,696.00	3,326.30	
	Change Order #008: Fire Alarm	250,000.00	125,000.00	50,000.00		175,000.00	70%	75,000.00	17,500.00	
	Change Order #009: RFI 139 L-10 Light Fixt	6,638.00	0.00	0.00		0.00	0%	6,638.00	0.00	
	Change Order #010: Independent Boxes	6,050.00	0.00	6,050.00		6,050.00	100%	0.00	605.00	
	Change Order #011: Window Curtain Power	9,955.00	0.00	0.00		0.00	0%	9,955.00	0.00	
	Change Order #012: Daylight Harvesting Sys	14,390.00	0.00	0.00		0.00	0%	14,390.00	0.00	
	Change Order #013: Devices & Branch Cabin	38,332.00	0.00	0.00		0.00	0%	38,332.00	0.00	
	Change Order #014: Access Control	72,095.00	0.00	0.00		0.00	0%	72,095.00	0.00	
		3,111,571.62	1,750,591.62	504,700.00	0.00	2,255,291.62		856,280.00	225,529.16	

RECEIPT OF PROGRESS PAYMENT - RELEASE AND WAIVER OF LIENS AND CLAIMS
Subcontractor/Seller to Contractor/Buyer

Submitted By (Subcontractor/Seller): Huen New York

Subcontract/PO#: 16-474-08

Submitted To (Contractor/Buyer): Hueber-Breuer Construction Co., Inc.

Project: 505 Walnut Ave. Apartments (HB # 16-474)

Owner: Southside Genesee Associates, LLC

THIS PAYMENT: \$ 454,230.00

Invoice #: 14739 Period To: 4/30/2018

On behalf of the above Subcontractor/Seller, the undersigned acknowledges receipt of the above progress or partial payment (THIS PAYMENT) and in consideration of said payment the Subcontractor/Seller hereby represents, warrants and certifies that receipt of this partial payment constitutes without exception full and complete payment less any retainage and other amounts withheld in accordance with Article 6 of the Subcontract Agreement (total net amount paid) for completed Work as represented on its approved invoices through the above "Period To" date for all goods and services provided in connection with performing the Work pursuant to the above Subcontract/PO.

The undersigned hereby represents, warrants and certifies that as of the "Period To" date above, except as expressly set forth below, the above Subcontractor/Seller has paid or has otherwise satisfied all known obligations, indebtedness, claims and amounts due and owing to its Subcontractors, Sub-subcontractors, suppliers, vendors, agents or any party or entity providing goods and services on behalf of the Subcontractor/Seller in connection with the Project and that there are no known liens filed and/or lien rights claimed in connection with or arising from performing the Work pursuant to the above Subcontract/PO for which Hueber-Breuer Construction Co., Inc. or the Owner might in any way be held responsible.

List below any party or entity (EXCEPTIONS) to which any amounts are due and owing from the Subcontractor/Seller that are NOT paid or otherwise satisfied by receipt of the above payment as of the "Period To" date.

EXCEPTIONS: _____

NO EXCEPTIONS: Initials of the undersigned DC

Excluding any exceptions set forth above, in consideration of the above partial payment on account of Work performed pursuant to the above Subcontract/PO, the undersigned hereby represents, warrants and certifies that as of the above "Period To" date the Subcontractor/Seller agrees to indemnify, defend and hold harmless Hueber-Breuer Construction Co., Inc. and the Owner from and against any and all Claims, demands, judgments, liens, costs and expenses (including but not limited to attorneys' fees) hereafter made against the Project or any of the Indemnified Parties, by the above Subcontractor/Seller or any party or entity providing goods and services on behalf of the Subcontractor/Seller in connection with the Project relating to Work performed up to the "Period To" date.

This document becomes effective only when the check for the above payment has been properly and legally endorsed and has been paid by the bank upon which it was drawn.

PRINTED NAME OF UNDERSIGNED: Don Colvin

TITLE: President

The undersigned attests that he/she has read, understands and freely agrees to all of the above and is an officer, owner, member or partner of the Subcontractor or is a representative of appropriate position duly authorized by the Subcontractor to execute this instrument.

SIGNATURE: _____ DATE: April 17, 2018

NOTARY VERIFICATION REQUIRED

NOTARY PUBLIC'S SIGNATURE VERIFICATION

STATE: NEW YORK

COUNTY: ONONDAGA

On this 17th day of April in the year 2018, the individual named above who is signatory to this instrument appeared before me and is personally known to me or proved to me on the basis of satisfactory evidence to be said individual and before me did sign/execute this instrument.

ANJA MAGNANTI
Notary Public, State of New York
No. 01246124076
Qualified in Onondaga County
Commission Expires March 28, 2021

Notary Public Signature

Olender's CNY, INC.

Copy
06-10-04

#66
Contingency 16

INVOICE #5

To: Derek Heath
Hueber Breuer Construction Company

Project Name: University Student Living
Syracuse, NY

March 28, 2018

OLENDERS CNY, INC. will provide the labor, equipment, and tools required to complete the following extra work.

1) Invoice page 1 of 5: 3/5/18 Weatherization/ Front Frame on balconies 17 hours total	\$ 850.00 500
2) Invoice page 2 of 5: 3/6/18 Weatherization/ Wrap store fronts with FT 20 hours total	\$ 1,000.00 500
3) Invoice page 3 of 5: 3/7/18 Weatherization 25 hours total	\$ 1,250.00
4) Invoice page 4 of 5: 3/18/18 Weatherization & Clean Up 24 hours total	\$ 1,200.00
5) Invoice page 5 of 5: 3/9/18 Weatherization 24 hours total	\$ 1,200.00
	\$ 5,500.00 / 650 54850

Exclusions:

- 1) All materials will be provided by others.

Signature

Cost Code

Contract / P.O.

Material Only

Lien Attached

Requested in Next Check Run

Retainage Release

Special Pay Terms

Approval By

Signature

Payroll

16th or 20th

Now / Hold / Upon Query Payment

Special

Add to P.O.

Waver
5/10/18

CSC

16-174

06-10-04

4% Applied

Contract

16th or 20th

Now / Hold / Upon Query Payment

Special

Approval By

Olender's CNY, INC.

505 Walnut

3-5-18

HB

Syr

EXTRA WORK AUTHORIZATION

#	Weatherization	HB
---	----------------	----


84 Lumber

#2 FT Frame on Balcony

LABOR	HOURS	RATE	TOTAL
#1 2 guys @ 5	10		\$
#2 1 guy @ 7	7		
	17		
MATERIAL	QUANTITY	UNIT COST	TOTAL
			\$
EQUIPMENT	HOURS	RATE	TOTAL
			\$

DAILY TOTAL COST \$ 850

We jointly certify that the above work was performed, and the quantities are correct as listed.


Contractor's Representative

Blender's CNY, INC. Representative

Olender's CNY, INC.

Tues

PROJECT SOS Walnut
CONTRACTOR HB

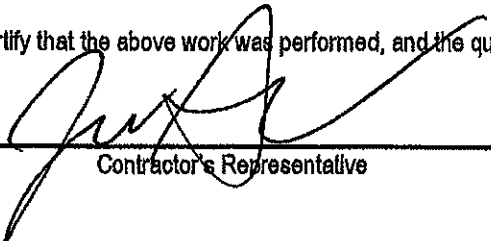
DATE 3-6-18
LOCATION Syr

EXTRA WORK AUTHORIZATION

Work Description:			
#1 Weatherization			
#2 Wrap Store fronts with FI			
LABOR	HOURS	RATE	TOTAL
#1 2 guys 5	10		\$
#2 2 guys 5	10		
	20		
MATERIAL	QUANTITY	UNIT COST	TOTAL
			\$
EQUIPMENT	HOURS	RATE	TOTAL
			\$

DAILY TOTAL COST \$ 1600

We jointly certify that the above work was performed, and the quantities are correct as listed.


Contractor's Representative


Olender's CNY, INC. Representative

Wed.

505 Walnut

3-7-18

HB

LOCATION

Work Description:

#1 Weatherization

DAILY TOTAL COST \$ 1750

We jointly certify that the above work was performed, and the quantities are correct as listed.

Olender's CNY, INC. Representative

RECEIPT OF PROGRESS PAYMENT - RELEASE AND WAIVER OF LIENS AND CLAIMS
Subcontractor/Seller to Contractor/Buyer

Submitted By (Subcontractor/Seller): Olenders of CNY

Subcontract/PO#: PO16-474-07

Submitted To (Contractor/Buyer): Hueber-Breuer Construction Co., Inc.

Project: 505 Walnut Ave. Apartments (HB # 16-474)

Owner: Southside Genesee Associates

THIS PAYMENT: \$ 2,736.44

Invoice #: 5 Period To: 03/31/2018

On behalf of the above Subcontractor/Seller, the undersigned acknowledges receipt of the above progress or partial payment (THIS PAYMENT) and in consideration of said payment the Subcontractor/Seller hereby represents, warrants and certifies that receipt of this partial payment constitutes without exception full and complete payment less any retainage and other amounts withheld in accordance with Article 6 of the Subcontract Agreement (total net amount paid) for completed Work as represented on its approved invoices through the above "Period To" date for all goods and services provided in connection with performing the Work pursuant to the above Subcontract/PO.

The undersigned hereby represents, warrants and certifies that as of the "Period To" date above, except as expressly set forth below, the above Subcontractor/Seller has paid or has otherwise satisfied all known obligations, indebtedness, claims and amounts due and owing to its Subcontractors, Sub-subcontractors, suppliers, vendors, agents or any party or entity providing goods and services on behalf of the Subcontractor/Seller in connection with the Project and that there are no known liens filed and/or lien rights claimed in connection with or arising from performing the Work pursuant to the above Subcontract/PO for which Hueber-Breuer Construction Co., Inc. or the Owner might in any way be held responsible.

List below any party or entity (EXCEPTIONS) to which any amounts are due and owing from the Subcontractor/Seller that are NOT paid or otherwise satisfied by receipt of the above payment as of the "Period To" date.

EXCEPTIONS: _____

NO EXCEPTIONS: Initials of the undersigned OD

Excluding any exceptions set forth above, in consideration of the above partial payment on account of Work performed pursuant to the above Subcontract/PO, the undersigned hereby represents, warrants and certifies that as of the above "Period To" date the Subcontractor/Seller agrees to indemnify, defend and hold harmless Hueber-Breuer Construction Co., Inc. and the Owner from and against any and all Claims, demands, judgments, liens, costs and expenses (including but not limited to attorneys' fees) hereafter made against the Project or any of the Indemnified Parties, by the above Subcontractor/Seller or any party or entity providing goods and services on behalf of the Subcontractor/Seller in connection with the Project relating to Work performed up to the "Period To" date.

This document becomes effective only when the check for the above payment has been properly and legally endorsed and has been paid by the bank upon which it was drawn.

PRINTED NAME OF UNDERSIGNED: Oliver Deffenbaugh

TITLE: Office Manager

The undersigned attests that he/she has read, understands and freely agrees to all of the above and is an officer, owner, member or partner of the Subcontractor or is a representative of appropriate position duly authorized by the Subcontractor to execute this instrument.

SIGNATURE:  DATE: 04/05/2018

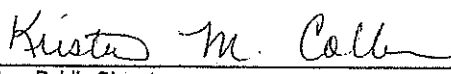
NOTARY VERIFICATION REQUIRED

NOTARY PUBLIC'S SIGNATURE VERIFICATION

STATE: New York

COUNTY: Onondaga

On this 5th day of April in the year 2018, the individual named above who is signatory to this instrument appeared before me and is personally known to me or proved to me on the basis of satisfactory evidence to be said individual and before me did sign/execute this instrument.


Notary Public Signature

KRISTIN M. COLBURN
Notary Public, State of New York
Reg. No. 01CO6146873
Qualified in Onondaga County
Commission Expires May 30, 2018

Olender's CNY, INC.

Copy
06-10-04
#18
66

cont 16

INVOICE #6

To: Derek Heath
Hueber Breuer Construction Company

Project Name: University Student Living
Syracuse, NY

April 17, 2018

OLENDERS CNY, INC. will provide the labor, equipment, and tools required to complete the following extra work.

1) Invoice page 1 of 12: 3/12/18 Weatherization Tower#1 Courtyard side 24 hours total	\$ 1,200.00
2) Invoice page 2 of 12: 3/13/18 Weatherization 11 hours total	\$ 550.00
3) Invoice page 3 of 12: 3/29/18 Weatherization- Take apart and Clean up all used weatherization. 24 hours total	\$ 1,200.00
4) Invoice page 4 of 12: 3/30/18 Weatherization - Clean up of old weatherization and materials. 14 hours total	\$ 700.00
5) Invoice page 5 of 12: 4/2/18 Clean up of weatherization and contractor clean up 8 hours total	\$ 400.00
6) Invoice page 6 of 12: 4/3/18 #1 Clean up of weatherization and contractor clean up 12.5 hours total	\$ 625.00
7) Invoice page 7 of 12: 4/4/18 #1 Clean up of weatherization and contractor clean up 6 hours total	\$ 300.00

Olender's CNY, INC.

8) Invoice page 8 of 12: 4/5/18 #1 Repairing weatherization storm damage 33.5 hours total	\$ 1,675.00
9) Invoice page 9 of 12: 4/6/18 #1 Clean up of weatherization 6 hours total	\$ 300.00
10) Invoice page 10 of 12: 4/9/18 Clean up of weatherization and contractor clean up 10 hours total	\$ 500.00
11) Invoice page 11 of 12: 4/10/18 Clean up Floors 4 & 5 Tower 1 8 hours total	\$ 400.00
12) Invoice page 12 of 12: 4/13/18 Clean up Debris 12 hours total	\$ 600.00
	\$8,450.00

Exclusions:

- 1) All materials will be provided by others.

Signature

Title

Date

Signature

Title

Date

Figure 1

23112

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Abstract



EXEMPT FROM AUTHORIZATION

STATION			
STATION NAME			
STATION NO.			
STATION DATE			
STATION TIME			
STATION LOCATION			
STATION DESCRIPTION			
STATION COMMENTS			
STATION DATA			
STATION RESULTS			
STATION SUMMARY			
STATION TOTAL			
1	2	3	4
5	6	7	8
9	10	11	12
13	14	15	16
17	18	19	20
21	22	23	24
25	26	27	28
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RESEARCH & DEVELOPMENT

[illegible]

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UNITED STATES

DEPARTMENT OF THE ARMY

HEADQUARTERS

INTRA-WORK AUTHORIZATION

1. NAME OF AUTHORIZED PERSON		2. NAME OF AUTHORIZING OFFICER	
3. TITLE OF AUTHORIZED PERSON		4. TITLE OF AUTHORIZING OFFICER	
5. DUTY ASSIGNMENT		6. DATE OF ASSIGNMENT	
7. DUTY DESCRIPTION		8. DUTY LOCATION	
9. DUTY DURATION		10. DUTY STATUS	
11. DUTY COMMENTS		12. DUTY SIGNATURE	
13. DUTY DATE		14. DUTY TIME	
15. DUTY LOCATION		16. DUTY STATUS	
17. DUTY COMMENTS		18. DUTY SIGNATURE	
19. DUTY DATE		20. DUTY TIME	
21. DUTY LOCATION		22. DUTY STATUS	
23. DUTY COMMENTS		24. DUTY SIGNATURE	
25. DUTY DATE		26. DUTY TIME	
27. DUTY LOCATION		28. DUTY STATUS	
29. DUTY COMMENTS		30. DUTY SIGNATURE	
31. DUTY DATE		32. DUTY TIME	
33. DUTY LOCATION		34. DUTY STATUS	
35. DUTY COMMENTS		36. DUTY SIGNATURE	
37. DUTY DATE		38. DUTY TIME	
39. DUTY LOCATION		40. DUTY STATUS	
41. DUTY COMMENTS		42. DUTY SIGNATURE	
43. DUTY DATE		44. DUTY TIME	
45. DUTY LOCATION		46. DUTY STATUS	
47. DUTY COMMENTS		48. DUTY SIGNATURE	
49. DUTY DATE		50. DUTY TIME	
51. DUTY LOCATION		52. DUTY STATUS	
53. DUTY COMMENTS		54. DUTY SIGNATURE	
55. DUTY DATE		56. DUTY TIME	
57. DUTY LOCATION		58. DUTY STATUS	
59. DUTY COMMENTS		60. DUTY SIGNATURE	
61. DUTY DATE		62. DUTY TIME	
63. DUTY LOCATION		64. DUTY STATUS	
65. DUTY COMMENTS		66. DUTY SIGNATURE	
67. DUTY DATE		68. DUTY TIME	
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83. DUTY COMMENTS		84. DUTY SIGNATURE	
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87. DUTY LOCATION		88. DUTY STATUS	
89. DUTY COMMENTS		90. DUTY SIGNATURE	
91. DUTY DATE		92. DUTY TIME	
93. DUTY LOCATION		94. DUTY STATUS	
95. DUTY COMMENTS		96. DUTY SIGNATURE	
97. DUTY DATE		98. DUTY TIME	
99. DUTY LOCATION		100. DUTY STATUS	

1. NAME OF AUTHORIZED PERSON

2. NAME OF AUTHORIZING OFFICER

3. TITLE OF AUTHORIZED PERSON

4. TITLE OF AUTHORIZING OFFICER

5. DUTY ASSIGNMENT

1990

4-3-15

INTERNET AUTHORIZATION

[illegible]

100

Olender's CNY, INC.

PROJECT 505 Walnut
CONTRACTOR HB

Wed
DATE 4-4-18
LOCATION Syr

EXTRA WORK AUTHORIZATION

Work Description

#1 Contractor clean up and Weatherization
Clean up

LABOR

HOURS

RATE

TOTAL

#1 1 guy GHR 6

MATERIAL

QUANTITY

UNIT COST

TOTAL

EQUIPMENT

HOURS

RATE

TOTAL

DAILY TOTAL COST \$ 300⁰⁰

We jointly certify that the above work was performed and the quantities are correct as listed.

Contractor's Representative

Olender's CNY, INC. Representative

Olender's CNY, INC.

thru

PROJECT 505 WALKER

DATE 4/5/18

CONTRACTOR H. B.

LOCATION Syr.

EXTRA WORK AUTHORIZATION

Work Description
 * 1 - Repairing weatherization storm damage

LABOR	HOURS	RATE	TOTAL
			\$
* 1 - 3 men (9-10:30)	10 1/2 hr		
2 men (7-12:00)	10 hr		
2 men 7-2:00 (4)	13 hr		

MATERIAL	QUANTITY	UNIT COST	TOTAL
			\$

EQUIPMENT	HOURS	RATE	TOTAL
			\$
TOTAL	33 1/2		

DAILY TOTAL COST \$ 1675.00

We hereby certify that the above work was performed and the quantities are correct as listed.

Contractor's Representative

[Signature]
 Olender's CNY, INC. Representative

Olender's CNY, INC.

FR.

PROJECT

505 Walnut

DATE

4/6/15

CONTRACTOR

HB

LOCATION

Syr

EXTRA WORK AUTHORIZATION

Work Description

#1 Clean up Weatherization

LABOR

HOURS

RATE

TOTAL

#1 guy 6 HR

6

MATERIAL

QUANTITY

UNIT COST

TOTAL

EQUIPMENT

HOURS

RATE

TOTAL

DAILY TOTAL COST \$

300.00

We jointly certify that the above work was performed and the quantities are correct as listed.

Contractor's Representative

Owner's Representative

Page

9 of 12

Olender's CNY, INC.

Man

PROJECT: SOS Walnut
CONTINATOR: HO

DATE: 4-9-18
LOCATION: Syc

EXTRA WORK AUTHORIZATION

Task Description

#1 - clean up old weatherization and Contractor
Clean up

LABOR

HOURS

RATE

TOTAL

#1 2 guys 5 HR 10 HR

MATERIAL

QUANTITY

UNIT COST

TOTAL

Total 10 HR

EQUIPMENT

HOURS

RATE

TOTAL

DAILY TOTAL COST \$ 500

We jointly certify that the above work was performed, and the quantities are correct as listed.

Contractor's Representative

Olender's CNY, Inc. Representative

Olender's CNY, INC.

PROJECT SOS Walnut
CONTRACTOR HB

DATE 4-10-18
LOCATION Syr.

EXTRA WORK AUTHORIZATION

Work Description

#1 - Cleanup Floors 4+5 tower 1

LABOR

HOURS

RATE

TOTAL

#1 - 1 guy 8 HR

8 HR

Total

8 HR

MATERIAL

QUANTITY

UNIT COST

TOTAL

EQUIPMENT

HOURS

RATE

TOTAL

DAILY TOTAL COST \$

400⁰⁰

We jointly certify that the above work was performed, and the quantities are correct as listed.

Contractor's Representative

Olender's Representative

Olender's CNY, INC.

Project:

Contractor:

Date:

Location:

EXTRA WORK AUTHORIZATION

Work Description:

#1- Clean up Debris

LABOR

HOURS

RATE

TOTAL

#1- 3 men 4 HR 12 HR

MATERIAL

QUANTITY

UNIT COST

TOTAL

EQUIPMENT

HOURS

RATE

TOTAL

Total 12 HR

DAILY TOTAL COST \$ 600.00

We jointly certify that the above work was performed, and the quantities are correct as listed.

Contractor's Representative

Builder's Representative

RECEIPT OF PROGRESS PAYMENT - RELEASE AND WAIVER OF LIENS AND CLAIMS
Subcontractor/Seller to Contractor/Buyer

Submitted By (Subcontractor/Seller): Olenders of CNY

Subcontract/PO#: PO16-474-07

Submitted To (Contractor/Buyer): Hueber-Breuer Construction Co., Inc.

Project: 505 Walnut Ave. (HB # 16-474)

Owner: Southside Genesee Associates, LLC

THIS PAYMENT: \$ 8450.00

Invoice #: #6 Period To: 04/13/2018

On behalf of the above Subcontractor/Seller, the undersigned acknowledges receipt of the above progress or partial payment (THIS PAYMENT) and in consideration of said payment the Subcontractor/Seller hereby represents, warrants and certifies that receipt of this partial payment constitutes without exception full and complete payment less any retainage and other amounts withheld in accordance with Article 6 of the Subcontract Agreement (total net amount paid) for completed Work as represented on its approved invoices through the above "Period To" date for all goods and services provided in connection with performing the Work pursuant to the above Subcontract/PO.

The undersigned hereby represents, warrants and certifies that as of the "Period To" date above, except as expressly set forth below, the above Subcontractor/Seller has paid or has otherwise satisfied all known obligations, indebtedness, claims and amounts due and owing to its Subcontractors, Sub-subcontractors, suppliers, vendors, agents or any party or entity providing goods and services on behalf of the Subcontractor/Seller in connection with the Project and that there are no known liens filed and/or lien rights claimed in connection with or arising from performing the Work pursuant to the above Subcontract/PO for which Hueber-Breuer Construction Co., Inc. or the Owner might in any way be held responsible.

List below any party or entity (EXCEPTIONS) to which any amounts are due and owing from the Subcontractor/Seller that are NOT paid or otherwise satisfied by receipt of the above payment as of the "Period To" date.

EXCEPTIONS: _____

NO EXCEPTIONS: Initials of the undersigned (U)

Excluding any exceptions set forth above, in consideration of the above partial payment on account of Work performed pursuant to the above Subcontract/PO, the undersigned hereby represents, warrants and certifies that as of the above "Period To" date the Subcontractor/Seller agrees to indemnify, defend and hold harmless Hueber-Breuer Construction Co., Inc. and the Owner from and against any and all Claims, demands, judgments, liens, costs and expenses (including but not limited to attorneys' fees) hereafter made against the Project or any of the Indemnified Parties, by the above Subcontractor/Seller or any party or entity providing goods and services on behalf of the Subcontractor/Seller in connection with the Project relating to Work performed up to the "Period To" date.

This document becomes effective only when the check for the above payment has been properly and legally endorsed and has been paid by the bank upon which it was drawn.

PRINTED NAME OF UNDERSIGNED: Oliver Deffenbaugh

TITLE: Office Manager

The undersigned attests that he/she has read, understands and freely agrees to all of the above and is an officer, owner, member or partner of the Subcontractor or is a representative of appropriate position duly authorized by the Subcontractor to execute this instrument.

SIGNATURE: [Signature] DATE: 04/17/2018

NOTARY VERIFICATION REQUIRED

NOTARY PUBLIC'S SIGNATURE VERIFICATION

STATE: NEW YORK

COUNTY: Onondaga

On this 17th day of April in the year 2018, the individual named above who is signatory to this Instrument appeared before me and is personally known to me or proved to me on the basis of satisfactory evidence to be said individual and before me did sign/execute this instrument.

[Signature]
Notary Public Signature

JACQUELINE G. ROORDA
Notary Public, State of New York
Qualified in Onondaga County
Reg. No. 01RO6242008
My Commission Expires 05-31-2019