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SC Court of Appeals

THE RECORD ON APPEAL

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

Mikell R. Scarborough, Master in Equity

Case No. 2016-CP-10-1143
Appellate Case No. 2022-01224

Palmetto Construction Group, LLC Respondent

v.

Restoration Specialists, LLC, Reuben Appellants
Mark Ward, and Lynette Pennington Ward

THE RECORD ON APPEAL

Volume III of III

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Attorneys for Respondent

INDEX

Order of April 20, 2016.....	1
Order of July 14, 2016.....	2
Order of October 28, 2016.....	3
Order of November 10, 2016.....	5
Opinion No. 5661 of June 26, 2019.....	6
Order of November 15, 2019.....	13
Opinion No. 28010 of March 10, 2021.....	14
Order of April 20, 2021.....	20
Order of February 28, 2022.....	21
Order (Form 4) of February 28, 2022 (Default Judgment).....	32
Order (Form 4) of February 28, 2022 (Denying Motion to Exclude and Strike).....	37
Order of August 1, 2022.....	40
Summons and Complaint, with attached Exhibits.....	43
Plaintiff's Motion to Stay and to Compel.....	76
Motion to Refer to the Master in Equity and for Entry of Default.....	95
Affidavits of Service of March 14, 2016 (Exhibits 1 - 3 to Motion to Refer to The Master in Equity and for Entry of Default).....	100
Affidavit of Reuben Mark Ward of June 3, 2016 ("Ward Affidavit I").....	106
Affidavit of Reuben Mark Ward of June 3, 2016 ("Ward Affidavit II").....	108
Affidavit of Jerry S. Handegan.....	111
Affidavit of Joann Eaddy.....	114
Defendants' Notice of Motion and Motion for Continuance and Protection Pursuant to SCRCP 6(d) and 40(i).....	117
Defendants' Notice of Motion and Motion to Set Aside Entry of Default Pursuant to SCRCP 55(c).....	122
Defendants' Notice of Motion and Motion to Stay and to Compel Pursuant to SCRCP I 2(b)(2) and Applicable Case Law.....	128
Memorandum in Support of Defendants' Motion to Set Aside Entry of Default Pursuant to SCRCP 55(c).....	134
Defendants' Notice of Motion and Motion to Reconsider and to Alter or Amend Pursuant to SCRCP 59(e) and Applicable Case Law.....	165
Memorandum in Support of Defendants' Motion to Reconsider and to Alter or Amend Pursuant to SCRCP 59(e) and Applicable Case Law.....	170
Plaintiff's Opposition to Defendants' Motion to Reconsider Alter or Amend.....	177
Reply to Plaintiff's Opposition to Defendants' Motion to Reconsider, Alter or Amend.....	189
Defendants' Notice of Motion and Motion to Dismiss Pursuant to SCRCP 12(b)(1) of April 21, 2021.....	368
Plaintiff's Memorandum in Opposition to Motion to Dismiss of January 27, 2022.....	371

Defendants’ Memorandum in Support of Motion to Dismiss of January 31, 2022.....	390
Defendants’ Motion to Exclude and Strike of February 22, 2022.....	445
Plaintiff’s Opposition to Motion to Strike or Exclude of February 23, 2022.....	447
Defendants’ Reply to Plaintiff’s Opposition to Motion to Exclude and Strike.....	450
Defendants’ Motion to Reconsider and to Alter, Amend or Relieve Defendants from the Court’s Order Denying Defendants’ Motion to Dismiss and Entering Default Judgment of March 10, 2022.....	456
Defendants’ Motion to Alter or Amend the Court’s Order Denying Defendants’ Motion to Exclude and Strike of March 10, 2022.....	492
Defendant’s Memorandum in Support of Motion to Reconsider and to Alter, Amend or Relieve Defendants from the Court’s Order Denying Defendants’ Motion to Dismiss and Entering Default Judgment of March 13, 2022.....	502
Notice of Appeal of September 30, 2016.....	504
Notice of Appeal of November 14, 2016.....	509
Petition for Writ of Certiorari of December 16, 2019 (without Appendix).....	516
Remittitur of April 20, 2021.....	543
Notice of Appeal of August 31, 2022.....	569
Transcript of Proceedings Held June 6, 2016.....	575
Transcript of Proceedings Held July 14, 2016.....	579
Transcript of Proceedings Held October 4, 2016.....	583
Transcript of Proceedings Held January 31, 2022.....	598
Notice of Hearing of June 1, 2016.....	728
Emails Received by the Court on July 22, 2016.....	729
Charleston County Roster Details – Master’s Docket for October 11, 2016.....	735
Plaintiff’s (First) Filing of Trial Exhibits of February 1, 2022.....	737
Plaintiff’s (Second) Filing of Trial Exhibits of February 1, 2022.....	968
Attorney Ariail Letter to Judge Scarborough of September 7, 2016.....	1012
Judge Scarborough Email to All Counsel of September 12, 2016.....	1013
Emails with Cover Letter Received by the Court on September 22, 2016.....	1015
Attorney Ariail Letter to Judge Scarborough of February 22, 2022.....	1022
Articles of Termination of March 22, 2019.....	1027
Teaming Agreement.....	1029
Subcontract.....	1035
PCG Subcontract Breakdown.....	1050
Payment Bond.....	1051
Indemnity Agreement.....	1053
PCG Letter.....	1067
Hanover Demand Letter dated September 30, 2016.....	1068
Hanover Demand Letter dated January 24, 2022.....	1073
SC Secretary of State Business Entity Good Standing Status for Palmetto Construction Group of SC, LLC.....	1080
SC Secretary of State Articles of Correction.....	1081

Final Pay Application.....1082
Certificate of Counsel.....1085

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)
)
PALMETTO CONSTRUCTION GROUP,)
LLC)
)
)
Plaintiff,)
vs.)
)
RESTORATION SPECIALISTS, LLC,)
REUBEN MARK WARD, and LYNNETTE)
PENNINGTON WARD)
)
)
Defendants.)
_____)

IN THE COURT OF COMMON PLEAS
FOR THE NINTH JUDICIAL CIRCUIT

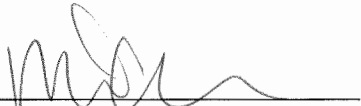
CASE NO. 2016-CP-10-1143

NOTICE OF HEARING

PLEASE TAKE NOTICE that a hearing is scheduled on Monday, June 6, 2016, at 11:30 a.m. before the Honorable Mikell R. Scarborough in the Charleston County Court of Common Pleas located at 100 Broad Street, Charleston, SC 29401.

Respectfully submitted:

ANDREW K. EPTING, JR., LLC



Andrew K. Epting, Jr., Esq.
Michelle N. Endemann, Esq.
46A State Street, Charleston, SC 29401
P: 843.377.1871
F: 843.377.1310
ake@epting-law.com; mne@epting-law.com
ATTORNEYS FOR PLAINTIFF

June 2, 2016
Charleston, South Carolina

16-CP-10-1143

Law Office of A. Bright Ariail, LLC

July 19, 2016

The Honorable Julie J. Armstrong
Charleston County Clerk of Court
100 Broad Street, Suite 106
Charleston, SC 29401-2258

FILED
2016 JUL 22 PM 2:21
JULIE J. ARMSTRONG
CLERK OF COURT
BY *BS*
Clocked in date Canceled

RE: Palmetto Construction Group v. Restoration Specialists, LLC *et al.*
C/A No. 2016-CP-10-1143

Dear Julie;

Enclosed, please find two copies of various email records related to the Order executed on July 14, 2016 in the above referenced action for filing. Please return one clocked copy to me in the enclosed SASE. Thank you for your assistance.

With kindest regards, I am

Sincerely yours,
A. Bright Ariail
A. Bright Ariail

Enclosures

cc: Andrew Epting, Esquire
Michelle Endemann, Esquire

RECEIVED
BS
JUL 22 2016
Clerk of Court

bright@brightariaillaw.com

125E Wappoo Creek Drive
Suite 202
Charleston, SC 29412

843/814-8805

Bright Ariail

From: Barnwell Fishburne <JFishburne@charlestoncounty.org>
Sent: Monday, July 18, 2016 8:42 AM
To: 'Michelle Endemann'; Bright Ariail; 'Andrew K. Epting'
Subject: Palmetto Construction Group v. Restoration Specialists et al.
Attachments: 201607180829.pdf

Dear All -

As to the last hearing in this matter, please see the attached order Judge Scarborough executed last week. I am forwarding it to the clerk right now for processing.

Best Regards,

Barnwell

--

J. Barnwell Fishburne, Jr., Esq.
Judicial Law Clerk to The Honorable Mikell R. Scarborough
100 Broad Street, Suite 266
Charleston, South Carolina
29401
Tel: 843-958-5053
jfishburne@charlestoncounty.org

Bright Ariail

From: Barnwell Fishburne <JFishburne@charlestoncounty.org>
To: Bright Ariail
Sent: Monday, July 18, 2016 8:35 AM
Subject: Read: RE: Palmetto Construction Group c. Restoration Specialists, et al;

Your message

To:
Subject: Palmetto Construction Group c. Restoration Specialists, et al;
Sent: Monday, July 18, 2016 5:35:12 AM (UTC-08:00) Pacific Time (US & Canada)
was read on Monday, July 18, 2016 5:35:02 AM (UTC-08:00) Pacific Time (US & Canada).

Bright Ariail

From: Microsoft Outlook
To: Barnwell Fishburne
Sent: Friday, July 15, 2016 12:32 PM
Subject: Relayed: RE: Palmetto Construction Group c. Restoration Specialists, et al;

Delivery to these recipients or groups is complete, but no delivery notification was sent by the destination server:

[Barnwell Fishburne \(JFishburne@charlestoncounty.org\)](mailto:JFishburne@charlestoncounty.org)

Subject: RE: Palmetto Construction Group c. Restoration Specialists, et al;

Bright Ariail

From: Bright Ariail
Sent: Friday, July 15, 2016 12:32 PM
To: Barnwell Fishburne
Cc: Andrew K. Epting; 'Michelle Endemann'
Subject: RE: Palmetto Construction Group c. Restoration Specialists, et al;

Mr. Fishburne,

I have reviewed the proposed order and request that the Court also address its ruling/disposition of Plaintiff's Motion to Stay and Compel (filed on March 7, 2016) in the order when issued. Thanks for your assistance in this matter.

I have copied all counsel of record by this email.

VR. Bright Ariail

Law Office of A. Bright Ariail, LLC
125E Wappoo Creek Drive
Suite 202
Charleston, SC 29412

bright@brightariailaw.com
843/814-8805

CONFIDENTIALITY NOTICE

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From: Michelle Endemann [mailto:mne@epting-law.com]
Sent: Thursday, July 14, 2016 12:10 PM
To: Barnwell Fishburne <JFishburne@charlestoncounty.org>
Cc: Bright Ariail <bright@BRIGHTARIAILLAW.COM>; Andrew K. Epting <ake@epting-law.com>; Angela Gross <agg@epting-law.com>
Subject: Palmetto Construction Group c. Restoration Specialists, et al;

Mr. Fishburne,

We have prepared a simple proposed order for today's hearing so that Judge Scarborough does not have to prepare a Form 4.

Please note I have copied Ms. Ariail.

Best Regards,

Michelle N. Endemann, Esq.
ANDREW K. EPTING, JR., LLC
46A State Street, Charleston, SC 29401
P: 843-377-1871

F: 843-377-1310
mne@epting-law.com

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Charleston County - Roster Details
Master's Docket for October 11, 2016

Court App		Master In Equity		Judge		Scarborough		Case No		952		
Roster Type		Motion Hearings		Roster Admin Date		10/11/2016		Case Term		10/11/2016		
Number of motions = 12												
#	Date	Time	hr:mn	Description	Filing Party	Filed Date	Case	Sub Type	Tax Map	Plaintiff Attorney	Defendant Attorney	Notes
1	10/11/2016	10:00 AM		Motion/Reconsider by plaintiff cr/srv	Maria Kiehling Brees-PAT	07/25/2016	2012CP1006835 Joanne S Read VS Christina Salters defendant, et al	Real Prop/Other 499	1880000169	Maria Kiehling Brees (843) 724-7707 D. Nathan Davis (843) 571-4042	Jestine Townsend Graham (843) 467-9492 Irene Townsend Hodge (843) 889-9513 Kathrin Maurice Huger (843) 573-0143 Althea Salters (843) 869-2450 Imma Townsend (843) 425-7226 Jessie Townsend Mary Alice Townsend Mamson Karen Waters	
2	10/11/2016											
3	10/11/2016	11:00 AM		Motion/Dismiss by Thomas Calcote et al cr/srv		07/28/2016	2010CP1002432 Regions Bank VS Bdt Projects Llc Etc defendant, et al	Foreclosure 420	3281400181	Meritt Gordon Abney (843) 534-4110	Shawn M. French Sr. (843) 606-6440 H. Brewton Hargood (843) 577-6726 Patrick R. Watts (843) 851-7050	
4	10/11/2016	11:00 AM		Motion/Alter or Amend by plaintiff cr/srv	John G. Spivey	07/29/2016	2010CP1002432 Regions Bank VS Bdt Projects Llc Etc defendant, et al	Foreclosure 420	3281400181			
5	10/11/2016	2:00 PM		Motion/Alter or Amend by plaintiff cr/srv	Andrew K. Epling Jr.-PAT	07/29/2016	2016CP1001143 Palmetto Construction Group LLC VS Restoration Specialists LLC	Breach of Cont 140		Michelle Nicolo Endemann (843) 377-1871 Andrew K. Epling Jr. (843) 377-1871	A. Bright Anall (843) 814-8805	
6	10/11/2016	2:00 PM		Motion/Reconsider or Amend by defendant cr/srv	A. Bright Anall DACT	07/27/2016	2016CP1001143 Palmetto Construction Group	Breach of Cont 140		Michelle Nicolo Endemann (843) 377-1871	A. Bright Anall (843) 814-8805	

**Charleston County - Roster Details
Master's Docket for October 11, 2016**

Court		Master in Equity		0000		Scarborough		952				
Room		Motion Hearings		0000		10/11/2016		10/11/2016				
Number of motions = 12												
#	Date	Time	hr:mn	Description	Filing Party	Filed Date	Case	Sub Type	Tax Map	Plaintiff Attorney	Defendant Attorney	Notes
7	10/11/2016	3:00 PM		Master/QT AFTER TAX Hearings	Municipal Tax Investment LLC-PLT	07/29/2016	2015CP1006736 Municipal Tax Investment LLC VS Gilbert J White defendant, et al	Real Prop/Other 499	4271600239	Scott Daniel Spivey (803) 225-0463		
8	10/11/2016	3:00 PM		Master/QT AFTER TAX Hearings	Municipal Tax Investment LLC-PLT	07/29/2016	2015CP1006755 Municipal Tax Investment LLC VS William T Simmons III defendant, et al	Real Prop/Other 499	4640100054	Scott Daniel Spivey (803) 225-0463	Sean Matthew Foerster (803) 771-7900 T. Parker C. Hunter (803) 734-5151 Brittany Lauren Kilpatrick (843) 696-3048 E.B. "Trey" McLeod III (803) 737-3043	
9	10/11/2016	3:00 PM		Master/QT AFTER TAX Hearings	Municipal Tax Investment LLC-PLT	07/29/2016	2015CP1006755 Municipal Tax Investment LLC VS William T Simmons III defendant, et al	Real Prop/Other 499	4640100054	Scott Daniel Spivey (803) 225-0463	Sean Matthew Foerster (803) 771-7900 T. Parker C. Hunter (803) 734-5151 Brittany Lauren Kilpatrick (843) 696-3048 E.B. "Trey" McLeod III (803) 737-3043	
10	10/11/2016	3:00 PM		Master/QT AFTER TAX Hearings	Municipal Tax Investment LLC-PLT	07/29/2016	2015CP1006755 Municipal Tax Investment LLC VS William T Simmons III defendant, et al	Real Prop/Other 499	4640100054	Scott Daniel Spivey (803) 225-0463	Sean Matthew Foerster (803) 771-7900 T. Parker C. Hunter (803) 734-5151 Brittany Lauren Kilpatrick (843) 696-3048 E.B. "Trey" McLeod III (803) 737-3043	
11	10/11/2016	3:00 PM		Master/Cross Claim Hearing	Municipal Tax Investment LLC-PLT	10/11/2016	2015CP1006756 Municipal Tax Investment LLC VS Lowellyn R Whaley	Real Prop/Other 499	4110800096	Scott Daniel Spivey (803) 225-0463	Sean Matthew Foerster (803) 771-7900	
12	10/11/2016	3:00 PM		Master/QT AFTER TAX Hearings	Municipal Tax Investment LLC-PLT	07/29/2016	2015CP1006755 Municipal Tax Investment LLC VS William T Simmons III defendant, et al	Real Prop/Other 499	4640100054	Scott Daniel Spivey (803) 225-0463	Sean Matthew Foerster (803) 771-7900 T. Parker C. Hunter (803) 734-5151 Brittany Lauren Kilpatrick (843) 696-3048 E.B. "Trey" McLeod III (803) 737-3043	

STATE OF SOUTH CAROLINA)
 COUNTY OF CHARLESTON)
)
 PALMETTO CONSTRUCTION GROUP,)
 LLC)
)
 Plaintiff,)
 vs.)
)
 RESTORATION SPECIALISTS, LLC,)
 REUBEN MARK WARD, and LYNNETTE)
 PENNINGTON WARD)
)
 Defendants.)
 _____)

**IN THE COURT OF COMMON PLEAS
FOR THE NINTH JUDICIAL CIRCUIT**

CASE NO. 2016-CP-10-1143

**NOTICE OF FILING TRIAL
EXHIBITS**

Following the damages hearing before the Honorable Mikell Scarborough, Master in Equity on January 31, 2022, the Plaintiff hereby files its exhibits as presented to the Court.

EPTING & RANNIK, LLC

On this 1st day of February, 2022
Charleston, South Carolina

/s/ Jaan Rannik
 Jaan G. Rannik
 46A State Street,
 Charleston, SC 29401
 P: 843-377-1871
 F: 843-377-1310
jgr@epting-law.com
 ATTORNEY FOR PLAINTIFF

TEAMING AGREEMENT

This Agreement is made and entered into as of the 28th day of November, 2011, by and between Restoration Specialists, LLC, a Georgia limited liability company (hereinafter called "RS"), and Palmetto Construction Group, LLC, a South Carolina limited liability company (hereinafter called "PCG"), each a "Party" and together the "Parties", for the purpose of submitting a proposal for Solicitation Number VA-247-11-RP-0211 (hereinafter the "Services") to Department of Veteran Affairs (the "Customer") for the New SCIU Hospital Parking Deck Minor Project: 509-325 project (the "Project"). *RS, cage code 5GXE1, is a "Verified" Service Disabled Veteran Owned Small Business and PCG, cage code 3P1G3, is a "Certified" Small Business. RS and PCG have a successful teaming record on previous contracts such as: FA4418-11-R-0017-0004*

ARTICLE 1 SUBMISSION OF PROPOSAL

RS and PCG shall each undertake to accomplish certain tasks in connection with the preparation of a proposal to be submitted to the Customer for the Project (the "Proposal"). The Proposal will identify RS as the prime contractor and PCG as the subcontractor that will perform the Services. The Proposal will be developed in conformance with the delineation of respective areas of responsibility and contract share set forth in Exhibit A. Both Parties have the right to determine the contents of the Proposal to the Customer as it relates to that Party. RS will be responsible for preparing the final copies of all Proposal documents and submitting the Proposal to the Customer.

ARTICLE 2 PERFORMANCE OF CONTRACTS

If RS is selected as the prime contractor as a result of the Proposal, RS and PCG will provide assistance and support to each other in the joint negotiation of the terms and conditions of the prime contract with Customer so as to obtain terms and conditions which are mutually agreeable to RS and PCG. Additionally, RS and PCG shall enter into a contractual arrangement between themselves on mutually acceptable terms and conditions. The Parties will endeavor to incorporate terms consistent with the Scope of Work substantially in accord with the provisions of Exhibit A and Exhibit B, Standard Subcontract Terms and Conditions, as may be modified subject to the terms and conditions described in the prime contract.

ARTICLE 3 EXCLUSIVE AGREEMENT

When mutually agreed to for a specific Project, to preserve the interests of the Parties hereto in the competition for such Project only, RS and PCG shall work exclusively with each other with respect to its area of responsibility and share of the contract in a proposal for the Project. RS and PCG acknowledge that it may be necessary to utilize other subcontractors on the team as may be mutually agreed.

ARTICLE 4 SCOPE OF AGREEMENT

This Agreement shall relate only to the solicitation specified herein, and nothing herein shall be deemed to:

- (a) Confer any right or impose any obligation or restriction on either Party with respect to any other efforts or marketing activity at any time undertaken by either Party hereto, jointly or separately; or
- (b) Preclude either Party hereto from soliciting or accepting any prime contract or subcontract from any third Party (or subcontractor of any tier) under any other solicitation during or after termination of this Agreement; or
- (c) Limit the rights of either Party to promote, market, sell, lease, license or otherwise dispose of its standard products or services, except where such would conflict with the obligations of the Party under this Agreement.

ARTICLE 5 RELATIONSHIP

Nothing in this Agreement shall be deemed to constitute, create, give effect to, or otherwise recognize a joint venture, partnership, or formal business entity of any kind, and the rights and obligations of the Parties shall be limited to those expressly set forth herein. Nothing herein shall be construed as providing for the sharing of profits or losses arising out of the efforts of either or both of the Parties; except as may be provided for in any resultant contractual arrangement agreed to between the Parties. The cooperation of the Parties is for the purpose of complementing their respective capabilities in pursuit and execution of the subject solicitation.

ARTICLE 6 EXCHANGE OF CONFIDENTIAL INFORMATION

During the term of this Agreement, each Party agrees to receive from the other, cost, pricing and technical information and data, hereinafter referred to as "Data", for the purpose of responding to the request for proposal for the Project from the Customer. Such Data shall consist of that needed to satisfy the requirements of Exhibit "A" and Customer's request for proposal.

For a term of five (5) years from the date of this Agreement, each Party agrees to keep in confidence and to use its best efforts to prevent the disclosure to any person or persons outside its own organization all Data (i) which is designated in writing, by appropriate stamp (or legend) by the disclosing Party, to be of a proprietary or confidential nature, (ii) which is received from the disclosing Party under this Agreement, and (iii) which pertains to proprietary or confidential data regarding the disclosing Party's costs, pricing and technological techniques, processes, inventions, and research and development; provided, however, that neither Party shall be liable for use or disclosure of any such Data if the same:

- (a) Is in the public domain at the time it is disclosed; or
- (b) Is known, as demonstrated by written documentation, to the Party receiving it at the time of disclosure; or
- (c) Is used or disclosed with the prior written approval of the other Party; or
- (d) Becomes known to the receiving Party from a source other than the disclosing Party; or
- (e) Is independently developed, separate from the activities undertaken pursuant to this Agreement; or

- (f) Is disclosed under legal compulsion provided that the disclosing Party is given a reasonable opportunity to pursue injunctive relief.

ARTICLE 7 TERMINATION

All rights and obligations of the Parties under this Agreement shall terminate on the earliest of the following:

- (a) Notice from Customer that the Project has been cancelled, or that the prime contract will not be awarded to RS or PCG;
- (b) Award to other contractors to the exclusion of RS or PCG of contracts for all or substantially all of the Project work contemplated by the proposal;
- (c) Notice from the Customer that RS or PCG is unacceptable in the role and function set forth in the proposal; however, if the Customer requests a change in the role and/or function of RS or PCG, this Agreement shall not be deemed terminated unless RS and PCG fail to agree to effect appropriate changes within the time period permitted by the Customer;
- (d) Either Party hereto may exercise an option to terminate this Agreement for its convenience. A condition enabling this right is that the Party which withdraws shall not compete for this Project either as an individual firm or in combination with any other firm;
- (e) Execution by both Parties hereto of the contractual arrangement between themselves contemplated by this Agreement, or failure of the Parties hereto to agree on the terms of the contemplated arrangement;
- (f) The failure of the Parties hereto and the Customer to reach agreement on the terms of the contemplated prime contract;
- (g) The expiration of 24 months from the effective date hereof; provided, however, if the proposal has been submitted and is under consideration by the Customer upon the expiration of such 24 month period, this Agreement shall continue to be in force until terminated pursuant to one of the foregoing conditions; and provided further that if an award is made by the Customer on the proposal at any time after the 24 month period is over, this Agreement shall be deemed to have continued in full force and effect.
- (h) Mutual agreement of the Parties.

ARTICLE 8 COSTS

Each Party shall perform its obligations hereunder at its own cost unless the Parties agree in writing to other cost sharing arrangements.

ARTICLE 9 DAMAGES

Neither Party shall be liable to the other for any indirect, special or consequential losses, whether arising in contract, tort (including negligence), or otherwise.

ARTICLE 10 ASSIGNMENT

This Agreement shall not be assigned by either Party without the prior written approval of the other Party.

ARTICLE 11 NOTICE

All notices hereunder shall be given by letter addressed, except as each may change its address pursuant hereto, as follows:

Attention: Mark Ward
Restoration Specialists, LLC
PO Box 5352
Savannah, Ga. 31414
(912) 659-4355

Attention: Jay Handegan
Palmetto Construction Group, LLC
2265 Clements Ferry Rd. Suite 204
Charleston, SC 29492
(843) 971-7156

ARTICLE 12 ENTIRE AGREEMENT

This document contains the entire agreement between the Parties and supersedes any previous understandings, commitments or agreements, oral or written, with respect to the subject matter hereof. It shall not be varied, except by an instrument in writing of subsequent date, duly executed by an authorized representative of each Party. The validity, construction, scope, and performance of this Agreement shall be governed by the laws of the State of Georgia.

RESTORATION SPECIALISTS LLC

PALMETTO CONSTRUCTION GROUP

By: [Signature]
(Authorized Signature)

By: [Signature]
(Authorized Signature)

Title: Managing Member

Title: Vice President

Date: 12/7/11

Date: 12/7/11

EXHIBIT A

AREAS OF PROJECT PARTICIPATION

This Exhibit is based on Customer's stated plans to pursue the Project. It is currently contemplated that as the Project develops from the bid phase through the final contract award phase, one or more special purpose entities may be established to bid and execute the Project. The following represents a general distribution of Project participation. As the Project develops, this Exhibit will be modified as required as detailed scope of work responsibilities and specific contractual arrangements are determined.

AREAS OF RESPONSIBILITY

RS

Restoration Specialists, LLC, a Verified SDVOSB, will serve as the Prime Contractor on this project. The role of the prime will include contract administration, subcontractor administration, material procurement, project management, scheduling, site supervision, quality control and health and safety management.

PCG

Palmetto Construction Group, LLC, a Certified Small Business, shall provide field Project Managers and Superintendents and a qualified labor force to perform the construction of the New SCIU Parking Deck.

SPS

Structured Parking Solutions, a Certified Small Business, will provide all design services including architectural, mechanical, electrical, plumbing, structural and civil engineering and environmental consulting. If requested, SPS will provide contract administration, inspection and testing services during the construction phase of the projects.

Other Sub Contractors

Pre Casters

EXHIBIT B

Standard Subcontract Terms and Conditions

AIA® Document A401™ – 2007

Standard Form of Agreement Between Contractor and Subcontractor

AGREEMENT made as of the 10 day of September in the year 2014
(In words, indicate day, month and year.)

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

Restoration Specialists LLC a South Carolina Corporation
1042-A East Montague Ave.
Charleston, SC 29405

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

Palmetto Construction Group, LLC
2265 Clements Ferry Road, Suite 204
Charleston, SC 29492

The Contractor has made a contract for construction (hereinafter, the Prime Contract)
dated: March 29, 2012

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

Department of Veterans Affairs / Charlie Norwood VAMC
950 15th Street
Augusta, GA 30901

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

CHARLIE NORWOOD VAMC PARKING GARAGE
950 15th Street
August, GA 30901
Phase I – Uptown Temporary Parking Lot
Phase II – Downtown Parking Garage Sitework

The Prime Contract provides for the furnishing of labor, materials, equipment and services in connection with the construction of the Project. A copy of the Prime Contract, consisting of the Agreement Between Owner and Contractor (from which compensation amounts may be deleted) and the other Contract Documents enumerated therein, has been made available to the Subcontractor.

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

Structured Parking Solutions
21 South Tarragona Street, Suite 101

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

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

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference.

This document has been approved and endorsed by the Associated Specialty Contractors, Inc.

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Pensacola, FL 32502

The Contractor and the Subcontractor agree as follows.

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2

TABLE OF ARTICLES

1	THE SUBCONTRACT DOCUMENTS
2	MUTUAL RIGHTS AND RESPONSIBILITIES
3	CONTRACTOR
4	SUBCONTRACTOR
5	CHANGES IN THE WORK
6	MEDIATION AND BINDING DISPUTE RESOLUTION
7	TERMINATION, SUSPENSION OR ASSIGNMENT OF THE SUBCONTRACT
8	THE WORK OF THIS SUBCONTRACT
9	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
10	SUBCONTRACT SUM
11	PROGRESS PAYMENTS
12	FINAL PAYMENT
13	INSURANCE AND BONDS
14	TEMPORARY FACILITIES AND WORKING CONDITIONS
15	MISCELLANEOUS PROVISIONS
16	ENUMERATION OF SUBCONTRACT DOCUMENTS

ARTICLE 1 THE SUBCONTRACT DOCUMENTS

§ 1.1 The Subcontract Documents consist of (1) this Agreement; (2) the Prime Contract, consisting of the Agreement between the Owner and Contractor and the other Contract Documents enumerated therein; (3) Modifications issued subsequent to the execution of the Agreement between the Owner and Contractor, whether before or after the execution of this Agreement; (4) other documents listed in Article 16 of this Agreement; and (5) Modifications to this Subcontract issued after execution of this Agreement. These form the Subcontract, and are as fully a part of the Subcontract as if attached to this Agreement or repeated herein. The Subcontract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Subcontract Documents, other than Modifications issued subsequent to the execution of this Agreement, appears in Article 16.

§ 1.2 Except to the extent of a conflict with a specific term or condition contained in the Subcontract Documents, the General Conditions governing this Subcontract shall be the AIA Document A201™-2007, General Conditions of the Contract for Construction.

§ 1.3 The Subcontract may be amended or modified only by a Modification. The Subcontract Documents shall not be construed to create a contractual relationship of any kind (1) between the Architect and the Subcontractor, (2) between the Owner and the Subcontractor, or (3) between any persons or entities other than the Contractor and Subcontractor.

§ 1.4 The Contractor shall make available the Subcontract Documents to the Subcontractor prior to execution of this Agreement, and thereafter, upon request, but the Contractor may charge the Subcontractor for the reasonable cost of reproduction.

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ARTICLE 2 MUTUAL RIGHTS AND RESPONSIBILITIES

The Contractor and Subcontractor shall be mutually bound by the terms of this Agreement and, to the extent that the provisions of AIA Document A201-2007 apply to this Agreement pursuant to Section 1.2 and provisions of the Prime Contract apply to the Work of the Subcontractor, the Contractor shall assume toward the Subcontractor all obligations and responsibilities that the Owner, under such documents, assumes toward the Contractor, and the Subcontractor shall assume toward the Contractor all obligations and responsibilities which the Contractor, under such documents, assumes toward the Owner and the Architect. The Contractor shall have the benefit of all rights, remedies and redress against the Subcontractor that the Owner, under such documents, has against the Contractor, and the Subcontractor shall have the benefit of all rights, remedies and redress against the Contractor that the Contractor, under such documents, has against the Owner, insofar as applicable to this Subcontract. Where a provision of such documents is inconsistent with a provision of this Agreement, this Agreement shall govern.

ARTICLE 3 CONTRACTOR**§ 3.1 SERVICES PROVIDED BY THE CONTRACTOR**

§ 3.1.1 The Contractor shall cooperate with the Subcontractor in scheduling and performing the Contractor's Work to avoid conflicts or interference in the Subcontractor's Work and shall expedite written responses to submittals made by the Subcontractor in accordance with Section 4.1 and Article 5. Promptly after execution of this Agreement, the Contractor shall provide the Subcontractor copies of the Contractor's construction schedule and schedule of submittals, together with such additional scheduling details as will enable the Subcontractor to plan and perform the Subcontractor's Work properly. The Contractor shall promptly notify the Subcontractor of subsequent changes in the construction and submittal schedules and additional scheduling details.

§ 3.1.2 The Contractor shall provide suitable areas for storage of the Subcontractor's materials and equipment during the course of the Work. Additional costs to the Subcontractor resulting from relocation of such storage areas at the direction of the Contractor, except as previously agreed upon, shall be reimbursed by the Contractor.

§ 3.1.3 Except as provided in Article 14, the Contractor's equipment will be available to the Subcontractor only at the Contractor's discretion and on mutually satisfactory terms.

§ 3.2 COMMUNICATIONS

§ 3.2.1 The Contractor shall promptly make available to the Subcontractor information, including information received from the Owner, that affects this Subcontract and that becomes available to the Contractor subsequent to execution of this Subcontract.

§ 3.2.2 The Contractor shall not give instructions or orders directly to the Subcontractor's employees or to the Subcontractor's Sub-subcontractors or material suppliers unless such persons are designated as authorized representatives of the Subcontractor.

§ 3.2.3 The Contractor shall permit the Subcontractor to request directly from the Architect information regarding the percentages of completion and the amount certified on account of Work done by the Subcontractor.

§ 3.2.4 If hazardous substances of a type of which an employer is required by law to notify its employees are being used on the site by the Contractor, a subcontractor or anyone directly or indirectly employed by them (other than the Subcontractor), the Contractor shall, prior to harmful exposure of the Subcontractor's employees to such substance, give written notice of the chemical composition thereof to the Subcontractor in sufficient detail and time to permit the Subcontractor's compliance with such laws.

§ 3.2.5 The Contractor shall furnish to the Subcontractor within 30 days after receipt of a written request, or earlier if so required by law, information necessary and relevant for the Subcontractor to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property, usually referred to as the site, on which the Project is located and the Owner's interest therein.

§ 3.2.6 If the Contractor asserts or defends a claim against the Owner that relates to the Work of the Subcontractor, the Contractor shall promptly make available to the Subcontractor all information relating to the portion of the claim that relates to the Work of the Subcontractor.

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§ 3.3 CLAIMS BY THE CONTRACTOR

§ 3.3.1 Liquidated damages for delay, if provided for in Section 9.3 of this Agreement, shall be assessed against the Subcontractor only to the extent caused by the Subcontractor or any person or entity for whose acts the Subcontractor may be liable, and in no case for delays or causes arising outside the scope of this Subcontract.

§ 3.3.2 The Contractor's claims for the costs of services or materials provided due to the Subcontractor's failure to execute the Work shall require

- .1 seven days' written notice prior to the Contractor's providing services or materials, except in an emergency; and
- .2 written compilations to the Subcontractor of services and materials provided by the Contractor and charges for such services and materials no later than the fifteenth day of the month following the Contractor's providing such services or materials.
- .3 Liquidated Damages will be assessed at \$ N/A per calendar day past the established completion date.

§ 3.4 CONTRACTOR'S REMEDIES

If the Subcontractor defaults or neglects to carry out the Work in accordance with this Agreement and fails within five working days after receipt of written notice from the Contractor to commence and continue correction of such default or neglect with diligence and promptness, the Contractor may, by appropriate Modification, and without prejudice to any other remedy the Contractor may have, make good such deficiencies and may deduct the reasonable cost thereof from the payments then or thereafter due the Subcontractor.

ARTICLE 4 SUBCONTRACTOR**§ 4.1 EXECUTION AND PROGRESS OF THE WORK**

§ 4.1.1 For all Work the Subcontractor intends to subcontract, the Subcontractor shall enter into written agreements with Sub-subcontractors performing portions of the Work of this Subcontract by which the Subcontractor and the Sub-subcontractor are mutually bound, to the extent of the Work to be performed by the Sub-subcontractor, assuming toward each other all obligations and responsibilities that the Contractor and Subcontractor assume toward each other and having the benefit of all rights, remedies and redress each against the other that the Contractor and Subcontractor have by virtue of the provisions of this Agreement.

§ 4.1.2 The Subcontractor shall supervise and direct the Subcontractor's Work, and shall cooperate with the Contractor in scheduling and performing the Subcontractor's Work to avoid conflict, delay in or interference with the Work of the Contractor, other subcontractors, the Owner, or separate contractors.

§ 4.1.3 The Subcontractor shall promptly submit Shop Drawings, Product Data, Samples and similar submittals required by the Subcontract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Contractor or other subcontractors.

§ 4.1.4 The Subcontractor shall furnish to the Contractor periodic progress reports on the Work of this Subcontract as mutually agreed, including information on the status of materials and equipment that may be in the course of preparation, manufacture, or transit.

§ 4.1.5 The Subcontractor agrees that the Contractor and the Architect each have the authority to reject Work of the Subcontractor that does not conform to the Prime Contract. The Architect's decisions on matters relating to aesthetic effect shall be final and binding on the Subcontractor if consistent with the intent expressed in the Prime Contract.

§ 4.1.6 The Subcontractor shall pay for all materials, equipment and labor used in connection with the performance of this Subcontract through the period covered by previous payments received from the Contractor, and shall furnish satisfactory evidence, when requested by the Contractor, to verify compliance with the above requirements.

§ 4.1.7 The Subcontractor shall take necessary precautions to protect properly the work of other subcontractors from damage caused by operations under this Subcontract.

§ 4.1.8 The Subcontractor shall cooperate with the Contractor, other subcontractors, the Owner, and separate contractors whose work might interfere with the Subcontractor's Work. The Subcontractor shall participate in the preparation of coordinated drawings in areas of congestion, if required by the Prime Contract, specifically noting and

advising the Contractor of potential conflicts between the Work of the Subcontractor and that of the Contractor, other subcontractors, the Owner, or separate contractors.

§ 4.2 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

§ 4.2.1 The Subcontractor shall give notices and comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on performance of the Work of this Subcontract. The Subcontractor shall secure and pay for permits, fees, licenses and inspections by government agencies necessary for proper execution and completion of the Subcontractor's Work, the furnishing of which is required of the Contractor by the Prime Contract.

§ 4.2.2 The Subcontractor shall comply with Federal, state and local tax laws, social security acts, unemployment compensation acts and workers' compensation acts insofar as applicable to the performance of this Subcontract.

§ 4.3 SAFETY PRECAUTIONS AND PROCEDURES

§ 4.3.1 The Subcontractor shall take reasonable safety precautions with respect to performance of this Subcontract, shall comply with safety measures initiated by the Contractor and with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities for the safety of persons and property in accordance with the requirements of the Prime Contract. The Subcontractor shall report to the Contractor within three days an injury to an employee or agent of the Subcontractor which occurred at the site.

§ 4.3.2 If hazardous substances of a type of which an employer is required by law to notify its employees are being used on the site by the Subcontractor, the Subcontractor's Sub-subcontractors or anyone directly or indirectly employed by them, the Subcontractor shall, prior to harmful exposure of any employees on the site to such substance, give written notice of the chemical composition thereof to the Contractor in sufficient detail and time to permit compliance with such laws by the Contractor, other subcontractors and other employers on the site.

§ 4.3.3 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a hazardous material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Subcontractor, the Subcontractor shall, upon recognizing the condition, immediately stop Work in the affected area and promptly report the condition to the Contractor in writing. When the material or substance has been rendered harmless, the Subcontractor's Work in the affected area shall resume upon written agreement of the Contractor and Subcontractor. The Subcontract Time shall be extended appropriately and the Subcontract Sum shall be increased in the amount of the Subcontractor's reasonable additional costs of demobilization, delay and remobilization, which adjustments shall be accomplished as provided in Article 5 of this Agreement.

§ 4.3.4 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Subcontractor, the Subcontractor's Sub-subcontractors, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 4.3.3 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

§ 4.3.5 The Subcontractor shall indemnify the Contractor for the cost and expense the Contractor incurs (1) for remediation of a material or substance brought to the site and negligently handled by the Subcontractor or (2) where the Subcontractor fails to perform its obligations under Section 4.3.3, except to the extent that the cost and expense are due to the Contractor's fault or negligence.

§ 4.4 CLEANING UP

§ 4.4.1 The Subcontractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations performed under this Subcontract. The Subcontractor shall not be held responsible for conditions caused by other contractors or subcontractors.

§ 4.4.2 As provided under Section 3.3.2, if the Subcontractor fails to clean up as provided in the Subcontract Documents, the Contractor may charge the Subcontractor for the Subcontractor's appropriate share of cleanup costs.

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§ 4.5 WARRANTY

The Subcontractor warrants to the Owner, Architect, and Contractor that materials and equipment furnished under this Subcontract will be of good quality and new unless the Subcontract Documents require or permit otherwise. The Subcontractor further warrants that the Work will conform to the requirements of the Subcontract Documents and will be free from defects, except for those inherent in the quality of the Work the Subcontract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Subcontractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Subcontractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. If required by the Architect and Contractor, the Subcontractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 4.6 INDEMNIFICATION

§ 4.6.1 To the fullest extent permitted by law, the Subcontractor shall indemnify and hold harmless the Owner, Contractor, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the Subcontractor's Work under this Subcontract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Subcontractor, the Subcontractor's Sub-subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 4.6.

§ 4.6.2 In claims against any person or entity indemnified under this Section 4.6 by an employee of the Subcontractor, the Subcontractor's Sub-subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 4.6.1 shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the Subcontractor or the Subcontractor's Sub-subcontractors under workers' compensation acts, disability benefit acts or other employee benefit acts.

§ 4.7 REMEDIES FOR NONPAYMENT

If the Contractor does not pay the Subcontractor through no fault of the Subcontractor, within seven days from the time payment should be made as provided in this Agreement, the Subcontractor may, without prejudice to any other available remedies, upon seven additional days' written notice to the Contractor, stop the Work of this Subcontract until payment of the amount owing has been received. The Subcontract Sum shall, by appropriate Modification, be increased by the amount of the Subcontractor's reasonable costs of demobilization, delay and remobilization.

ARTICLE 5 CHANGES IN THE WORK

§ 5.1 The Owner may make changes in the Work by issuing Modifications to the Prime Contract. Upon receipt of such a Modification issued subsequent to the execution of the Subcontract Agreement, the Contractor shall promptly notify the Subcontractor of the Modification. Unless otherwise directed by the Contractor, the Subcontractor shall not thereafter order materials or perform Work that would be inconsistent with the changes made by the Modification to the Prime Contract.

§ 5.2 The Subcontractor may be ordered in writing by the Contractor, without invalidating this Subcontract, to make changes in the Work within the general scope of this Subcontract consisting of additions, deletions or other revisions, including those required by Modifications to the Prime Contract issued subsequent to the execution of this Agreement, the Subcontract Sum and the Subcontract Time being adjusted accordingly. The Subcontractor, prior to the commencement of such changed or revised Work, shall submit promptly to the Contractor written copies of a claim for adjustment to the Subcontract Sum and Subcontract Time for such revised Work in a manner consistent with requirements of the Subcontract Documents.

§ 5.3 The Subcontractor shall make all claims promptly to the Contractor for additional cost, extensions of time and damages for delays or other causes in accordance with the Subcontract Documents. A claim which will affect or become part of a claim which the Contractor is required to make under the Prime Contract within a specified time period or in a specified manner shall be made in sufficient time to permit the Contractor to satisfy the requirements of the Prime Contract. Such claims shall be received by the Contractor not less than two working days preceding the time

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by which the Contractor's claim must be made. Failure of the Subcontractor to make such a timely claim shall bind the Subcontractor to the same consequences as those to which the Contractor is bound.

ARTICLE 6 MEDIATION AND BINDING DISPUTE RESOLUTION

§ 6.1 MEDIATION

§ 6.1.1 Any claim arising out of or related to this Subcontract, except those waived in this Subcontract, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 6.1.2 The parties shall endeavor to resolve their claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to this Subcontract and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrators(s) and agree upon a schedule for later proceedings.

§ 6.1.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 6.2 BINDING DISPUTE RESOLUTION

For any claim subject to, but not resolved by mediation pursuant to Section 6.1, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Contractor and Subcontractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, claims will be resolved by litigation in a court of competent jurisdiction.)

- Arbitration pursuant to Section 6.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

§ 6.3 ARBITRATION

§ 6.3.1 If the Contractor and Subcontractor have selected arbitration as the method of binding dispute resolution in Section 6.2, any claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Subcontract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all claims then known to that party on which arbitration is permitted to be demanded.

§ 6.3.2 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim.

§ 6.3.3 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

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§ 6.3.4 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a claim not described in the written consent.

§ 6.3.5 The Contractor and Subcontractor grant to any person or entity made a party to an arbitration conducted under this Section 6.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Contractor and Subcontractor under this Agreement.

§ 6.3.6 This agreement to arbitrate and any other written agreement to arbitrate with an additional person or persons referred to herein shall be specifically enforceable under applicable law in any court having jurisdiction thereof. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

ARTICLE 7 TERMINATION, SUSPENSION OR ASSIGNMENT OF THE SUBCONTRACT

§ 7.1 TERMINATION BY THE SUBCONTRACTOR

The Subcontractor may terminate the Subcontract for the same reasons and under the same circumstances and procedures with respect to the Contractor as the Contractor may terminate with respect to the Owner under the Prime Contract, or for nonpayment of amounts due under this Subcontract for 60 days or longer. In the event of such termination by the Subcontractor for any reason which is not the fault of the Subcontractor, Sub-subcontractors or their agents or employees or other persons performing portions of the Work under contract with the Subcontractor, the Subcontractor shall be entitled to recover from the Contractor payment for Work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including reasonable overhead, profit and damages.

§ 7.2 TERMINATION BY THE CONTRACTOR

§ 7.2.1 If the Subcontractor repeatedly fails or neglects to carry out the Work in accordance with the Subcontract Documents or otherwise to perform in accordance with this Subcontract and fails within a ten-day period after receipt of written notice to commence and continue correction of such default or neglect with diligence and promptness, the Contractor may, by written notice to the Subcontractor and without prejudice to any other remedy the Contractor may have, terminate the Subcontract and finish the Subcontractor's Work by whatever method the Contractor may deem expedient. If the unpaid balance of the Subcontract Sum exceeds the expense of finishing the Subcontractor's Work and other damages incurred by the Contractor and not expressly waived, such excess shall be paid to the Subcontractor. If such expense and damages exceed such unpaid balance, the Subcontractor shall pay the difference to the Contractor.

§ 7.2.2 If the Owner terminates the Prime Contract for the Owner's convenience, the Contractor shall promptly deliver written notice to the Subcontractor.

§ 7.2.3 Upon receipt of written notice of termination, the Subcontractor shall

- .1 cease operations as directed by the Contractor in the notice;
- .2 take actions necessary, or that the Contractor may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing Sub-subcontracts and purchase orders and enter into no further Sub-subcontracts and purchase orders.

§ 7.2.4 In case of such termination for the Owner's convenience, the Subcontractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

§ 7.3 SUSPENSION BY THE CONTRACTOR FOR CONVENIENCE

§ 7.3.1 The Contractor may, without cause, order the Subcontractor in writing to suspend, delay or interrupt the Work of this Subcontract in whole or in part for such period of time as the Contractor may determine. In the event of suspension ordered by the Contractor, the Subcontractor shall be entitled to an equitable adjustment of the Subcontract Time and Subcontract Sum.

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§ 7.3.2 An adjustment shall be made for increases in the Subcontract Time and Subcontract Sum, including profit on the increased cost of performance, caused by suspension, delay or interruption. No adjustment shall be made to the extent that

- .1 performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Subcontractor is responsible; or
- .2 an equitable adjustment is made or denied under another provision of this Subcontract.

§ 7.4 ASSIGNMENT OF THE SUBCONTRACT

§ 7.4.1 In the event the Owner terminates the Prime Contract for cause, this Subcontract is assigned to the Owner pursuant to Section 5.4 of AIA Document A201-2007 provided the Owner accepts the assignment.

§ 7.4.2 Without the Contractor's written consent, the Subcontractor shall not assign the Work of this Subcontract, subcontract the whole of this Subcontract, or subcontract portions of this Subcontract.

ARTICLE 8 THE WORK OF THIS SUBCONTRACT

The Subcontractor shall execute the following portion of the Work described in the Subcontract Documents, including all labor, materials, equipment, services and other items required to complete such portion of the Work, except to the extent specifically indicated in the Subcontract Documents to be the responsibility of others.

(Insert a precise description of the Work of this Subcontract, referring where appropriate to numbers of Drawings, sections of Specifications and pages of Addenda, Modifications and accepted alternates.)

ARTICLE 9 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 9.1 Subcontract Time is the period of time, including authorized adjustments, allotted in the Subcontract Documents for Substantial Completion of the Work described in the Subcontract Documents. The Subcontractor's date of commencement is the date from which the Subcontract Time of Section 9.3 is measured; it shall be the date of this Agreement, as first written above, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Contractor.

(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

§ 9.2 Unless the date of commencement is established by a notice to proceed issued by the Contractor, or the Contractor has commenced visible Work at the site under the Prime Contract, the Subcontractor shall notify the Contractor in writing not less than five days before commencing the Subcontractor's Work to permit the timely filing of mortgages, mechanic's liens and other security interests.

§ 9.3 The Work of this Subcontract shall be substantially completed not later than .
(Insert the calendar date or number of calendar days after the Subcontractor's date of commencement. Also insert any requirements for earlier substantial completion of certain portions of the Subcontractor's Work, if not stated elsewhere in the Subcontract Documents.)

Portion of Work

Provide supervision and management of concrete subcontractor (Atlantic Concrete Contractors). See PCG Subcontract Breakdown spreadsheet dated 9/5/14 provided, attached.

Note: It is the subcontractor's responsibility to visit Submittal Exchange (www.submittalexchange.com) to access and verify they are using the latest revisions of all contract documents. An email invitation will be sent to each subcontractor's point of contact to initiate

Substantial Completion Date

Commence Work: Mobilize 9/22/14
Completion Date: Final Completion 7/7/15

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access to the site. ALL SUBMITTALS FROM SUBCONTRACTORS ARE TO BE SUBMITTED TO RESTORATION SPECIALISTS BY UPLOADING PDF DOCUMENTS TO THE SUBMITTAL EXCHANGE SITE.

Schedule: As follows

Submittals: Submittals are due no later than 9/23/14 (submitted electronically via. Submittal Exchange)

, subject to adjustments of this Subcontract Time as provided in the Subcontract Documents. *(Insert provisions, if any, for liquidated damages relating to failure to complete on time.)*

§ 9.4 With respect to the obligations of both the Contractor and the Subcontractor, time is of the essence of this Subcontract.

§ 9.5 No extension of time will be valid without the Contractor's written consent after claim made by the Subcontractor in accordance with Section 5.3.

ARTICLE 10 SUBCONTRACT SUM

§ 10.1 The Contractor shall pay the Subcontractor in current funds for performance of the Subcontract the Subcontract Sum of One million eighty two thousand three hundred forty two dollars and 10/100, (\$ 1,082,342.10), subject to additions and deductions as provided in the Subcontract Documents.

§ 10.2 The Subcontract Sum is based upon the following alternates, if any, which are described in the Subcontract Documents and have been accepted by the Owner and the Contractor: *(Insert the numbers or other identification of accepted alternates.)*

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

Item	Units and Limitations	Price Per Unit (\$0.00)
N/A		

§ 10.4 Allowances included in the Subcontract Sum, if any: *(Identify allowance and state exclusions, if any, from the allowance price.)*

Item	Price
N/A	

ARTICLE 11 PROGRESS PAYMENTS

§ 11.1 Based upon applications for payment submitted to the Contractor by the Subcontractor, corresponding to applications for payment submitted by the Contractor to the Government, and certificates for payment issued by the Government, the Contractor shall make progress payments on account of the Subcontract Sum to the Subcontractor as provided below and elsewhere in the Subcontract Documents. Unless the Contractor provides the Government with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor and Subcontractor for Work properly performed by their contractors and suppliers shall be held by the Contractor and Subcontractor for those contractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor or Subcontractor for which payment was made to the Contractor by the Owner or to the Subcontractor by the Contractor, as applicable. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor or Subcontractor, shall create any fiduciary liability or tort liability on the

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part of the Contractor or Subcontractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor or Subcontractor for breach of the requirements of this provision.

§ 11.2 The period covered by each application for payment shall be one calendar month ending on the last day of the month, or as follows:

§ 11.3 Provided an application for payment is received by the Contractor not later than the 25th day of a month, the Contractor shall include the Subcontractor's Work covered by that application in the next application for payment which the Contractor is entitled to submit to the Government. The Contractor shall pay the Subcontractor each progress payment no later than seven working days after the Contractor receives payment from the Government.

§ 11.4 If the Subcontractor's application for payment is received by the Contractor after the application date fixed above, the Subcontractor's Work covered by it shall be included by the Contractor in the next application for payment submitted to the Architect.

§ 11.5 The Subcontractor shall submit to the Contractor a schedule of values prior to submitting the Subcontractor's first Application for Payment. Each subsequent application for payment shall be based upon the most recent schedule of values submitted by the Subcontractor in accordance with the Subcontract Documents. The schedule of values shall allocate the entire Subcontract Sum among the various portions of the Subcontractor's Work and be prepared in such form and supported by such data to substantiate its accuracy as the Contractor may require. This schedule, unless objected to by the Contractor, shall be used as a basis for reviewing the Subcontractor's applications for payment.

§ 11.6 Applications for payment submitted by the Subcontractor shall indicate the percentage of completion of each portion of the Subcontractor's Work as of the end of the period covered by the application for payment.

§ 11.7 Subject to the provisions of the Subcontract Documents, the amount of each progress payment shall be computed as set forth in the sections below.

§ 11.7.1 Take that portion of the Subcontract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Subcontractor's Work by the share of the total Subcontract Sum allocated to that portion of the Subcontractor's Work in the schedule of values, less that percentage actually retained, if any, from payments to the Contractor on account of the Work of the Subcontractor. Pending final determination of cost to the Contractor of changes in the Work that have been properly authorized by the Contractor, amounts not in dispute shall be included to the same extent provided in the Prime Contract, even though the Subcontract Sum has not yet been adjusted;

§ 11.7.2 Add that portion of the Subcontract Sum properly allocable to materials and equipment delivered and suitably stored at the site by the Subcontractor for subsequent incorporation in the Subcontractor's Work or, if approved by the Contractor, suitably stored off the site at a location agreed upon in writing, less the same percentage retainage required by the Prime Contract to be applied to such materials and equipment in the Contractor's application for payment;

§ 11.7.3 Subtract the aggregate of previous payments made by the Contractor; and

§ 11.7.4 Subtract amounts, if any, calculated under Section 11.7.1 or 11.7.2 that are related to Work of the Subcontractor for which the Architect has withheld or nullified, in whole or in part, a certificate of payment for a cause that is the fault of the Subcontractor.

§ 11.8 Upon the partial or entire disapproval by the Contractor of the Subcontractor's application for payment, the Contractor shall provide written notice to the Subcontractor. When the basis for the disapproval has been remedied, the Subcontractor shall be paid the amounts withheld.

§ 11.9 SUBSTANTIAL COMPLETION

When the Subcontractor's Work or a designated portion thereof is substantially complete and in accordance with the requirements of the Prime Contract, the Contractor shall, upon application by the Subcontractor, make prompt application for payment for such Work. Within 30 days following issuance by the Architect of the certificate for

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payment covering such substantially completed Work, the Contractor shall, to the full extent allowed in the Prime Contract, make payment to the Subcontractor, deducting any portion of the funds for the Subcontractor's Work withheld in accordance with the certificate to cover costs of items to be completed or corrected by the Subcontractor. Such payment to the Subcontractor shall be the entire unpaid balance of the Subcontract Sum if a full release of retainage is allowed under the Prime Contract for the Subcontractor's Work prior to the completion of the entire Project. If the Prime Contract does not allow for a full release of retainage, then such payment shall be an amount which, when added to previous payments to the Subcontractor, will reduce the retainage on the Subcontractor's substantially completed Work to the same percentage of retainage as that on the Contractor's Work covered by the certificate.

ARTICLE 12 FINAL PAYMENT

§ 12.1 Final payment, constituting the entire unpaid balance of the Subcontract Sum, shall be made by the Contractor to the Subcontractor when the Subcontractor's Work is fully performed in accordance with the requirements of the Subcontract Documents, the Architect has issued a certificate for payment covering the Subcontractor's completed Work and the Contractor has received payment from the Owner. If, for any cause which is not the fault of the Subcontractor, a certificate for payment is not issued or the Contractor does not receive timely payment or does not pay the Subcontractor within seven days after receipt of payment from the Owner, final payment to the Subcontractor shall be made upon demand.

(Insert provisions for earlier final payment to the Subcontractor, if applicable.)

§ 12.2 Before issuance of the final payment, the Subcontractor, if required, shall submit evidence satisfactory to the Contractor that all payrolls, bills for materials and equipment, and all known indebtedness connected with the Subcontractor's Work have been satisfied. Acceptance of final payment by the Subcontractor shall constitute a waiver of claims by the Subcontractor, except those previously made in writing and identified by the Subcontractor as unsettled at the time of final application for payment.

ARTICLE 13 INSURANCE AND BONDS

§ 13.1 The Subcontractor shall purchase and maintain insurance of the following types of coverage and limits of liability as will protect the Subcontractor from claims that may arise out of, or result from, the Subcontractor's operations and completed operations under the Subcontract:

Type of insurance or bond	Limit of liability or bond amount (\$1,000,000.00 per incident)
Commercial General Liability Insurance	\$ 1,000,000.00 (per incident)
Business Automobile Liability Insurance	\$ 1,000,000.00 (per incident)
Commercial Umbrella Coverage	\$ 1,000,000.00 (limits must include as insureds all entities that are additional insureds on the CGL)
Worker's Compensation and Employer's Liability Insurance	\$ 1,000,000.00 (per incident & per employee)

§ 13.2 Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Subcontractor's Work until the date of final payment and termination of any coverage required to be maintained after final payment to the Subcontractor, and, with respect to the Subcontractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Prime Contract.

§ 13.3 Certificates of insurance acceptable to the Contractor shall be filed with the Contractor prior to commencement of the Subcontractor's Work. These certificates and the insurance policies required by this Article 13 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Contractor. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final application for payment as required in Article 12. If any information concerning reduction of coverage is not furnished by the insurer, it shall be furnished by the Subcontractor with reasonable promptness according to the Subcontractor's information and belief.

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§ 13.4 The Subcontractor shall cause the commercial liability coverage required by the Subcontract Documents to include: (1) the Contractor, the Owner, the Architect and the Architect's consultants as additional insureds for claims caused in whole or in part by the Subcontractor's negligent acts or omissions during the Subcontractor's operations; and (2) the Contractor as an additional insured for claims caused in whole or in part by the Subcontractor's negligent acts or omissions during the Subcontractor's completed operations.

§ 13.5 The Contractor shall furnish to the Subcontractor satisfactory evidence of insurance required of the Contractor under the Prime Contract.

§ 13.6 The Contractor shall promptly, upon request of the Subcontractor, furnish a copy or permit a copy to be made of one bond covering payment of obligations arising under the Subcontract.

§ 13.7 Performance Bond and Payment Bond:
(If the Subcontractor is to furnish bonds, insert the specific requirements here.)

Bond type	Bond amount (\$0.00)	Bond delivery date	Bond form
N/A			

§ 13.8 PROPERTY INSURANCE

§ 13.8.1 When requested in writing, the Contractor shall provide the Subcontractor with copies of the property and equipment policies in effect for the Project. The Contractor shall notify the Subcontractor if the required property insurance policies are not in effect.

§ 13.8.2 If the required property insurance is not in effect for the full value of the Subcontractor's Work, then the Subcontractor shall purchase insurance for the value of the Subcontractor's Work, and the Subcontractor shall be reimbursed for the cost of the insurance by an adjustment in the Subcontract Sum.

§ 13.8.3 Property insurance for the Subcontractor's materials and equipment required for the Subcontractor's Work, stored off site or in transit and not covered by the Project property insurance, shall be paid for through the application for payment process.

§ 13.9 WAIVERS OF SUBROGATION

The Contractor and Subcontractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Owner, the Architect, the Architect's consultants, separate contractors, and any of their subcontractors, sub-subcontractors, agents and employees for damages caused by fire or other causes of loss to the extent covered by property insurance provided under the Prime Contract or other property insurance applicable to the Work, except such rights as they may have to proceeds of such insurance held by the Owner as a fiduciary. The Subcontractor shall require of the Subcontractor's Sub-subcontractors, agents and employees, by appropriate agreements, written where legally required for validity, similar waivers in favor of the parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

ARTICLE 14 TEMPORARY FACILITIES AND WORKING CONDITIONS

§ 14.1 The Contractor shall furnish and make available at no cost to the Subcontractor the Contractor's temporary facilities, equipment and services, except as noted below:

Temporary Facility, Equipment or Service	Cost, if any (\$0.00)

§ 14.2 Specific working conditions:
(Insert any applicable arrangements concerning working conditions and labor matters for the Project.)

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ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Where reference is made in this Subcontract to a provision of another Subcontract Document, the reference refers to that provision as amended or supplemented by other provisions of the Subcontract Documents.

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

%

(Paragraphs deleted)

§ 15.3 Retainage and any reduction thereto are as follows:

0% (zero)

(Paragraph deleted)

ARTICLE 16 ENUMERATION OF SUBCONTRACT DOCUMENTS

§ 16.1 The Subcontract Documents, except for Modifications issued after execution of this Subcontract, are enumerated in the sections below.

§ 16.1.1 This executed AIA Document A401-2007, Standard Form of Agreement Between Contractor and Subcontractor.

§ 16.1.2 The Prime Contract, consisting of the Agreement between the Owner and Contractor dated as first entered above and the other Contract Documents enumerated in the Owner-Contractor Agreement.

§ 16.1.3 The following Modifications to the Prime Contract, if any, issued subsequent to the execution of the Owner-Contractor Agreement but prior to the execution of this Agreement:

Modification	Date
--------------	------

§ 16.1.4 Additional Documents, if any, forming part of the Subcontract Documents:

.1 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

.2 Other documents:
(List here any additional documents that are intended to form part of the Subcontract Documents. Requests for proposal and the Subcontractor's bid or proposal should be listed here only if intended to be made part of the Subcontract Documents.)

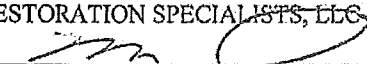
1. PCG Subcontract Breakdown
2. Atlantic Concrete Subcontract

This Contract / P.O. Number will be: 1401-010000-005

This Contract / P.O. # is to be referenced on all billings / invoices / submittals, etc.

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

RESTORATION SPECIALISTS, LLC


CONTRACTOR *(Signature)*

Mark Ward – Managing Member

(Printed name and title)

PALMETTO CONSTRUCTION GROUP, LLC


SUBCONTRACTOR *(Signature)*

JAY HANDEGAN Vice President

(Printed name and title)

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PCG SUBCONTRACT BREAKDOWN

SPEC SECTION	DESCRIPTION	SUBCONTRACTOR	AMOUNTS
N/A	Supervision (\$ 1,200.00 / wk)	PCG	\$7,600.00
N/A	Apartment / Utilities / Living Expenses (1,000.00 / mo.)	PCG	\$11,000.00
N/A	Per Diem (\$ 500.00 / mo.)	PCG	\$5,500.00
N/A	Temporary Phone (\$ 150.00 / mo.)	PCG	\$1,650.00
N/A	Temporary Water (\$ 150.00 / mo.)	PCG	\$1,650.00
N/A	Temporay Toilet (\$ 240.00 / mo.)	PCG	\$2,640.00
N/A	Conex / Equipment Storage (\$ 120.00 / mo.)	PCG	\$1,320.00
N/A	Drinking Water / Ice (\$ 40.00 / mo.)	PCG	\$446.00
N/A	Superintendent's Truck (\$ 500.00 / mo.)	PCG	\$5,500.00
N/A	Oil & Gas (Superintendent's Truck) (\$ 600.00 / mo.)	PCG	\$6,600.00
03 30 00	Cast-In-Place Concrete	Atlantic Concrete	INCLUDED BELOW
03 30 00	Atlantic Bond (Add)	Atlantic Concrete	INCLUDED BELOW
03 30 00	Formwork (Add)	Atlantic Concrete	INCLUDED BELOW
03 30 00	Set Embeds / Anchor Bolts Provided by Metromont	Atlantic Concrete	INCLUDED BELOW
03 30 00	Pile Cut-Off / Chipping (Add)	Atlantic Concrete	INCLUDED BELOW
03 30 00	Backfill / Compact Grade Beams / Pile Caps	Atlantic Concrete	INCLUDED BELOW
03 30 00	Transformer Pad (dwg. ES-100)	Atlantic Concrete	INCLUDED BELOW
03 30 00	Gate Operator Pads	Atlantic Concrete	INCLUDED BELOW
03 30 00	Relocated Monument Sign Footing	Atlantic Concrete	INCLUDED BELOW
N/A	Atlantic Concrete Total	PCG	\$988,442.10
N/A	RS / PCG Projected 50% Profit Share	PCG	TO BE DETERMINED

PCG SUPERINTENDENT AMOUNT: \$93,900.00

PCG SUBCONTRACT AMOUNT: \$988,442.10

TOTAL: \$1,082,342.10

Note: Cost associated with installation of miscellaneous steel to be determined and added via change order at a later date.



The Hanover Insurance Company | 440 Lincoln Street, Worcester, MA 01653
 Citizens Insurance Company of America | 645 West Grand River Avenue, Howell, MI 48843
 Massachusetts Bay Insurance Company | 440 Lincoln Street, Worcester, MA 01653

0507288
 Longs Fedx & Co.
 (ATL) 4/17/12
 Agreement of Indemnity

WHEREAS, at the request of the undersigned, for themselves, their heirs, executors, administrators, successors and assigns (hereafter referred to as "Indemnitors"), and upon the express understanding that this Agreement be executed, The Hanover Insurance Company, Massachusetts Bay Insurance Company and/or Citizens Insurance Company of America and their affiliates, successors, assigns and any subsidiary companies (hereafter individually and collectively referred to as "Surety") has executed, or may in its discretion hereafter execute certain surety contracts, undertakings, and/or other instruments of guarantee or indemnity, and any continuation, extension, amendment, alteration, renewal or substitution thereof (hereafter collectively referred to as "bond" or "bonds") on behalf of the Indemnitors or any one or more of the Indemnitors, in which bonds the Indemnitors hereby affirm they have a substantial, material and beneficial interest

NOW, THEREFORE, in consideration of the premises, and of the execution or continuance of such bonds, the Indemnitors, jointly and severally, hereby covenant and agree in favor of the Surety as follows.

1. The Indemnitors will promptly pay or cause to be paid in cash to the Surety in advance, or if not in advance, in such manner as may be agreed upon, all premiums and charges of the Surety for such bonds at the rates and times specified by the Surety, and will continue to pay the same where such bonds are continued until the Indemnitors shall serve evidence satisfactory to the Surety of its discharge or release from such bonds and all liability by reason thereof.

2. The Indemnitors shall exonerate, indemnify, and save harmless the Surety from and against every claim, demand, liability, cost, charge, suit, judgment and expense which the Surety may pay or incur, including, but not limited to, loss, interest, court costs and consultant and attorney fees:

- (a) by having executed or procured the execution of the bonds; or
- (b) in making an independent investigation of any claim, demand, or suit; or
- (c) in defending any suit, action, mediation, arbitration or any other proceeding to obtain release from liability whether the Surety, in its sole discretion, elects to employ its own attorney or permits or requires Indemnitors to defend the Surety; or
- (d) in enforcing any of the covenants, terms and conditions of this Agreement

3. Payment shall be made to the Surety by the Indemnitors as soon as liability exists or is asserted against the Surety, whether or not the Surety shall have made any payment therefor. Such payment to the Surety shall be: a) if the amount asserted as a claim, demand or suit is an ascertainable or liquidated amount, the amount of the claim, demand, or suit asserted against the bond or bonds by any claimant or obligee, plus the amount the Surety deems sufficient, in its sole discretion, to indemnify and hold it harmless from and against any loss, cost, interest, and expense necessary to defend, investigate, or adjust the claim, demand, or suit; or b) if the amount asserted as a claim, demand, or suit is an unascertainable or unliquidated amount, the amount the Surety deems sufficient, in its sole discretion, to indemnify and hold it harmless from and against any loss, cost, interest, and expense necessary to defend, investigate, or adjust the claim, demand, or suit. The Surety shall have the right to hold such funds as collateral (without any obligation to earn interest on the collateral for the Indemnitors) until the Indemnitors serve evidence satisfactory to the Surety of its discharge from all bonds and all liability by reason thereof, and to use such funds or any part thereof, at any time, in payment or settlement of any judgment, claim, liability, loss, damage, fees, or any other expense.

The Surety shall have the exclusive right to adjust, settle, or compromise any claim, demand, suit or any other proceeding arising out of any bond against the Surety and/or the Indemnitors, take whatever action it deems appropriate in response thereto, and its determination of whether to defend or settle the same shall be binding and conclusive upon the Indemnitors. In the event of any payment or disbursement by the Surety, the Indemnitors agree to immediately reimburse the Surety for any and all payments and disbursements made (including, but not limited to, interest from the date of the Surety's payments at the maximum rate allowable) under the Surety's belief that liability for the payments existed or that payment was necessary or expedient, whether or not such liability, necessity or expediency existed. Vouchers or other evidence of payment by the Surety shall be conclusive evidence of the fact and amount of such liability, necessity, or expediency and of the Indemnitors' liability to the Surety therefor.

4. With respect to each bond executed by the Surety in connection with a contract, the Surety is hereby authorized, in its sole discretion, to make or guarantee advances or loans for the purpose of the contract without the necessity of seeing to the application thereof, and the Indemnitors agree both that all such loans and advances, unless repaid with legal interest by the Indemnitors to the Surety when due, shall be conclusively presumed to be an indemnity obligation of the Indemnitors to the Surety, and that the Surety shall have the absolute right to cease making or guaranteeing advances or loans at any time and without notice to the Indemnitors.

5. With respect to each bond executed by the Surety in connection with a contract, the Indemnitors hereby assign, transfer, convey and set over to the Surety:

- (a) all right, title and interest of the Indemnitors in and to all tools, plants, equipment and materials of every nature and description that may now or hereafter be upon the site of the contracted work or elsewhere for the purpose of the contract; and
- (b) all right, title and interest of the Indemnitors in and to the contract including all rights in and to all subcontracts or purchase orders let or to be let in connection therewith; and
- (c) all monies retained, due, or due in the future on account of any contract, whether bonded or unbonded, in which any or all the Indemnitors have an interest; and
- (d) all right, title and interest, or use of any license, patent, trademark or copyright held by Indemnitors in connection with contracted work or required for the completion of any contract.

The assignments shall be effective as of the execution dates of the bonds, but only enforceable upon the occurrence of one or more of the events described in Paragraph 6(a-f).

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6. In the event the Indemnitors, or any one or more of them, shall: (a) whether actually or allegedly (as declared by the obligee or owner), delay, default, abandon, forfeit or breach any contract secured by a bond, or (b) fail, neglect, or refuse in any manner to timely pay for any labor or material used in the prosecution of any contract secured by a bond, or (c) change its character, identity, control, beneficial ownership, or existence, or (d) fail to perform, or comply with any of the terms, covenants, or obligations of this Agreement, including, but not limited to, prompt payment of any amount due under this Agreement, or (e) make an assignment for the benefit of creditors, or have any proceedings instituted against them, or any one or more of them, alleging insolvency or involving the appointment of a receiver or trustee whether such Indemnitor(s) is/are insolvent or not, or (f) have proceedings instituted against any of the Indemnitors which have the effect of depriving any of them of the use of any part of the equipment used in connection with any contract work so as to hinder, delay, or impede the normal and satisfactory progress of the work, then the Surety, in its sole discretion, shall have the right, but not the obligation, to take possession of the work under the contract and any other contract, in connection with which the Surety has issued a bond or bond(s) and, at the expense of the Indemnitors, to complete, to arrange for completion, or to agree to the re-letting or completion by the obligee or owner of the contract work.

7. The Indemnitors covenant and agree that all funds due or to become due under any contract secured by a bond, whether in the possession of any Indemnitor or others, are held in trust for the benefit and payment of all obligations incurred in the completion of said contract for which the Surety would be obligated under the bond. The trust shall inure for the benefit of the Surety for any liability or loss under any bond, and this Agreement shall constitute notice of such trust.

8. The Surety, or its designated agents, shall have full and free access to the Indemnitors' books and records at any and all reasonable times until the liability of the Surety under any bond is completely terminated and the claims of the Surety against any Indemnitor are fully satisfied.

9. The Indemnitors irrevocably appoint the Surety as their attorney-in-fact with the power, authority and right to exercise all of the rights of the Indemnitors, or any of one or more of them, which are assigned, transferred and set over to the Surety under this Agreement, or otherwise, including, but not limited to: (a) the right to take possession of all funds due or to become due under any contract and to endorse, in the name of the Indemnitors, or any one or more of them, any check, draft, warrant, or other instruments made or issued in payment of such funds, and to disburse the proceeds thereof for the purposes of the trust provided in Paragraph 7, or in such manner which exonerates, holds harmless, and indemnifies the Surety, (b) the right to execute any other agreements or documents which the Surety, in its sole discretion, deems necessary to vest it in the title, property, and/or funds assigned by the Agreement, or otherwise, and (c) the right in its name or in the name of the Indemnitor(s), but not the obligation, to pursue, prosecute, compromise, release, or otherwise resolve any of the claims, causes of action or other rights assigned, upon such terms as the Surety, in its sole discretion, shall deem appropriate.

10. This Agreement shall constitute a Security Agreement of the Surety and also a Financing Statement, both in accordance with the provisions of the Uniform Commercial Code of every jurisdiction wherein such Code is in effect, and may be so used by the Surety without in any way abrogating, restricting or limiting the rights of the Surety under this Agreement, or under law, or in equity. A copy or reproduction of this Agreement may be filed as a Financing Statement.

11. The Surety may decline to execute any bond (including those for which any application was submitted, any bid or proposal bond was issued by the Surety, or otherwise) without impairing the validity of this Agreement, and the Indemnitors hereby waive any and all claims against the Surety due to its refusal or failure to so execute.

12. The Surety may reduce the amount of the Indemnitors' liability to the Surety under this Agreement by applying as a set off any monies due the Indemnitors by the Surety as a result of any claim any of the Indemnitors, or any entity bonded or insured by the Surety, may have against the Surety.

13. The Indemnitors waive, to the extent permitted by law, so far as their respective obligations under this Agreement are concerned, all rights to claim any property, including their respective homesteads, as exempt from levy, execution, sale or other legal process under the laws of any state, territory, or possession of the United States.

14. The Indemnitors agree to keep themselves fully informed as to the business and financial affairs of each of the other Indemnitors so that the Indemnitors are aware of the risks and hazards of continuing as Indemnitors. The Indemnitors waive notice from the Surety of any act, fact, or information coming to the notice or knowledge of the Surety concerning its rights or liabilities under any bonds executed by the Surety on behalf of Indemnitors, or any one or more of them, or the rights or liabilities of the Indemnitors, whether the Surety has such knowledge or notice before or after the execution of this Agreement.

15. The Surety, in its sole discretion, may agree or refuse to agree to any alteration, amendment, change, modification, limitation, or extension of any bond, and any renewal or other obligation in place or in lieu thereof, or of any contract (or any plans and specifications relating thereto) secured by any bond, and in any such case the Indemnitors shall be liable to the Surety as fully and to the same extent on account of any such altered, amended, changed, modified, limited or extended bond or renewal or substitution thereof, or contract, whenever and as often as made, even though such action does or might substantially increase the liability of the Indemnitors.

16. In the event the Surety procures the execution of the bonds by other sureties, or executes the bonds with co-sureties, or reinsures any portion of said bonds with reinsuring sureties, then all the terms and conditions of this Agreement shall inure for the benefit of such other sureties, co-sureties and reinsuring sureties.

17. No remedy conferred upon or reserved to the Surety by this Agreement is intended to be exclusive of any other remedy or remedies, and each and every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every right, power and remedy given by this Agreement to the Surety shall be concurrent and may be pursued separately, successively or together against any Indemnitor, or any one or more of them; and every right, power and remedy given by this Agreement to the Surety may be exercised from time to time as often as may be deemed expedient by the Surety in its sole discretion.

18. The liability of the Indemnitors under this Agreement shall not be affected by the failure of the Indemnitors to sign any bond, nor by the failure of any Indemnitor to receive notice of the execution of any bond, nor by any claim that any other indemnity or security was to be obtained, nor by the release of any indemnity, nor by the return or exchange of any collateral. If any Indemnitor to this Agreement is deemed for any reason (including, but not limited to, any defect in the execution of this Agreement by any Indemnitor) not bound thereby, the Agreement shall still be binding upon each and every other Indemnitor.

19. If any provision or provisions of this Agreement are deemed void or unenforceable under any jurisdiction governing its construction, this Agreement shall not be deemed void or unenforceable thereby, but shall continue in effect and be enforced as though the void or unenforceable provisions are omitted.

20. The Indemnitors waive and subordinate all rights of indemnity, subrogation and contribution each against the other until all obligations to the Surety have been first satisfied in full.

21. This Agreement may be terminated as to any Indemnitor upon 20 days' written notice sent by registered or certified mail to the Surety at its principal bond office, The Hanover Insurance Company, Attention: Bond Department, 440 Lincoln Street, Worcester, Massachusetts, 01653, but any such notice of termination shall not operate to modify, bar, or discharge the Indemnitors as to the bonds that may have been executed prior to such termination.

22. This Agreement may not be changed or modified orally. No change or modification shall be effective unless made by written endorsement executed to form a part hereof.

23. This Agreement applies to bonds written by the Surety at the request of or on behalf of the Indemnitors and any of their wholly or partially owned subsidiary companies, subsidiaries of subsidiaries, divisions or affiliates, partnerships, joint ventures or co-ventures in which any of the Indemnitors, their wholly or partially owned subsidiary companies, subsidiaries of subsidiaries, divisions or affiliates have an interest or participation, whether open or silent; jointly, severally, or in any combination with each other; now in existence or which may hereafter be created or acquired.

IN WITNESS WHEREOF, the Indemnitors who are individuals have hereunder set their hands and seals, and the Indemnitors which are partnerships, corporations or unincorporated associations have caused the Agreement to be duly executed by their authorized representatives on this 19th day of December, in the year of 2011.

INDIVIDUAL ACKNOWLEDGMENT

Address: 3 Bailey Reach
Savannah, GA 31411
SS# or Fed. Tax ID #: 256-43-1408

Indemnitor: Reuben Mark Ward
By: [Signature]
Date of Birth (if individual): 12/26/68

STATE OF Georgia
COUNTY OF Chatham SS

On this 19th day of April, in the year 2012, before me personally came Reuben Mark Ward to me known and known to me to be the individual who executed the foregoing instrument and who duly acknowledged to me that he executed the same.

Notary Public: [Signature]
Address and telephone no.: 118A Coleman Blvd Savannah, GA 31408 (912)748-1825
Commission expires: March 23, 2013

Notary registration no.:
REBECCA VARNER
NOTARY PUBLIC
CHATHAM COUNTY
STATE OF GEORGIA
My Commission Expires March 23, 2013

Instructions: If the Indemnitor is an individual, type full name, sign on next line, and fill in address, SS #, and DOB. If the Indemnitor is a corporation, type full name, impress with seal, sign on next line along with capacity of officer signing, and fill in corporate address and Fed. Tax ID #. A corporate resolution authorizing the officer to execute this Agreement should also be attached. If partnership, type firm name, with signature of the partner signing on behalf, and fill in firm address and Fed. Tax ID #. Each partner should sign as an Indemnitor.
This instrument should be dated, each signature block filled out completely, and all signatures must be properly acknowledged in the presence of a Notary Public. Attach additional signature blocks and acknowledgement forms if necessary.

INDIVIDUAL ACKNOWLEDGMENT

Address: 3 Bailey Reach

Savannah, GA 31411

SS# or Fed. Tax ID #: 258-06-9071

Indemnitor: Lynnette Pennington Ward

By: [Signature]

Date of Birth (if individual): 070973

STATE OF Georgia
COUNTY OF Chatham SS

On this 1th day of April, in the year 2012, before me personally came Lynnette Pennington Ward to me known and known to me to be the individual who executed the foregoing instrument and who duly acknowledged to me that he executed the same.

Notary Public: [Signature] Notary registration no:
Address and telephone no: 118A Coleman Blvd Savannah, GA 31408 (912)748-1825
Commission expires: March 23, 2013

REBECCA VARNER
NOTARY PUBLIC
CHATHAM COUNTY
STATE OF GEORGIA

My Commission Expires March 23, 2013

INDIVIDUAL ACKNOWLEDGMENT

Address: 4520 Oyster Bill Road

Meggett, SC 29449

SS# or Fed. Tax ID #: 214-48-2799

Indemnitor: John M. Kendle, Jr

By: [Signature]

Date of Birth (if individual): 11/21/50

STATE OF SC
COUNTY OF Berkeley SS

On this 2nd day of April, in the year 2012, before me personally came John M. Kendle, Jr. to me known and known to me to be the individual who executed the foregoing instrument and who duly acknowledged to me that he executed the same.

Notary Public: [Signature] Notary registration no: N/A
Address and telephone no: 134 Two Pond Loop Ladson SC 29456 843.670.2670
Commission expires: 2/10/19

Instructions: If the Indemnitor is an individual, type full name, sign on next line, and fill in address, SS #, and DOB. If the indemnitor is a corporation, type full name, impress with seal, sign on next line along with capacity of officer signing, and fill in corporate address and Fed. Tax ID #. A corporate resolution authorizing the officer to execute this Agreement should also be attached. If partnership, type firm name, with signature of the partner signing on behalf, and fill in firm address and Fed. Tax ID #. Each partner should sign as an Indemnitor.
This instrument should be dated, each signature block filled out completely, and all signatures must be properly acknowledged in the presence of a Notary Public. Attach additional signature blocks and acknowledgement forms if necessary.

INDIVIDUAL ACKNOWLEDGMENT

Address: 2000 Brick Kiln Parkway
Mt. Pleasant, SC 29466
SS# or Fed. Tax ID #: 242-15-0957

Indemnitor: Jerry S. Handegan
By: [Signature]
Date of Birth (if individual): 8/26/71

STATE OF SC
COUNTY OF Berkeley SS

On this 2nd day of April, in the year 2012, before me personally came Jerry S. Handegan to me known and known to me to be the individual who executed the foregoing instrument and who duly acknowledged to me that he executed the same.

Notary Public: [Signature] Notary registration no: N/A
Address and telephone no: 134 Two Pond Loop Ladson SC 29456 843.670.2670
Commission expires: 2/10/19

INDIVIDUAL ACKNOWLEDGMENT

Address: 2000 Brick Kiln Parkway
Mt. Pleasant, SC 29466
SS# or Fed. Tax ID #: 212-82-3324

Indemnitor: Jill Gayle Handegan
By: [Signature]
Date of Birth (if individual): 3/23/70

STATE OF SC
COUNTY OF Berkeley SS

On this 2nd day of April, in the year 2012, before me personally came Jill Gayle Handegan to me known and known to me to be the individual who executed the foregoing instrument and who duly acknowledged to me that she executed the same.

Notary Public: [Signature] Notary registration no: N/A
Address and telephone no: 134 Two Pond Loop Ladson SC 29456 843.670.2670
Commission expires: 2/10/19

Instructions: If the Indemnitor is an individual, type full name, sign on next line, and fill in address, SS #, and DOB. If the Indemnitor is a corporation, type full name, impress with seal, sign on next line along with capacity of officer signing, and fill in corporate address and Fed. Tax ID #. A corporate resolution authorizing the officer to execute this Agreement should also be attached. If partnership, type firm name, with signature of the partner signing on behalf, and fill in firm address and Fed. Tax ID #. Each partner should sign as an Indemnitor. This instrument should be dated, each signature block filled out completely, and all signatures must be properly acknowledged in the presence of a Notary Public. Attach additional signature blocks and acknowledgement forms if necessary.

INDIVIDUAL ACKNOWLEDGMENT

Address: 53 Catfish Court
Ridgeville, SC 29472
SS# or Fed. Tax ID #: 250-25-9614

Indemnitor: Stephen C. Dandridge
By: Stephen C. Dandridge
Date of Birth (if individual): 9/23/60

STATE OF SC
COUNTY OF Berkeley SS

On this 2nd day of April, in the year 2012, before me personally came Stephen C. Dandridge to me known and known to me to be the individual who executed the foregoing instrument and who duly acknowledged to me that he executed the same.

Notary Public: [Signature] Notary registration no: N/A
Address and telephone no.: 134 Twp Pond Loop Ladson SC 29456 843.67.07670
Commission expires: 2/10/19

INDIVIDUAL ACKNOWLEDGMENT

Address:
SS# or Fed. Tax ID #:

Indemnitor:
By:
Date of Birth (if individual):

STATE OF
COUNTY OF SS

On this day of, in the year, before me personally came to me known and known to me to be the individual who executed the foregoing instrument and who duly acknowledged to me that he executed the same.

Notary Public: Notary registration no:
Address and telephone no.:
Commission expires:

Instructions: If the Indemnitor is an individual, type full name, sign on next line, and fill in address, SS #, and DOB. If the Indemnitor is a corporation, type full name, impress with seal, sign on next line along with capacity of officer signing, and fill in corporate address and Fed. Tax ID #. A corporate resolution authorizing the officer to execute this Agreement should also be attached. If partnership, type firm name, with signature of the partner signing on behalf, and fill in firm address and Fed. Tax ID #. Each partner should sign as an Indemnitor.
This instrument should be dated, each signature block filled out completely, and all signatures must be properly acknowledged in the presence of a Notary Public. Attach additional signature blocks and acknowledgement forms if necessary.

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

Address: P.O. Box 5352 Savannah, GA 31414

Indemnitor: Restoration Specialists, LLC (Full Name of Indemnitor)

By: [Signature] (Signature)

SS# or Fed. Tax ID #: 58-2507867

Reuben Mark Ward, Managing Member (Name and Title)

STATE OF Georgia COUNTY OF Chatham SS

REBECCA VARNER NOTARY PUBLIC CHATHAM COUNTY STATE OF GEORGIA My Commission Expires March 23, 2013

On this 17th day of April, 2012, before me personally came Reuben Mark Ward to me known, who, being by me duly sworn, deposes and says that he resides in Savannah, GA that he is the Managing Member of Restoration Specialists, LLC the Limited Liability Company described in and which executed the foregoing instrument; that same is authorized under the Articles of Organization and the Operating Agreement as amended and in effect this date to execute the foregoing instrument and so bind the Limited Liability Company.

Notary Public: [Signature] Notary registration no.: Address and telephone no.: 118A Coleman Blvd, Savannah, GA 31408 (912) 748-1818 Commission expires: March 23, 2013

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

Address: 2265 Clements Ferry Road Suite 204 Charleston, SC 29492

Indemnitor: Palmetto Construction Group, LLC (Full Name of Indemnitor)

By: [Signature] (Signature)

SS# or Fed. Tax ID #: 57-1109470

John M. Kendle, Jr., Managing Member (Name and Title)

STATE OF SC COUNTY OF Berkeley SS

On this 2nd day of April, 2012, before me personally came John M. Kendle, Jr. to me known, who, being by me duly sworn, deposes and says that he resides in Charleston, SC that he is the Managing Member of Palmetto Construction Group, LLC the Limited Liability Company described in and which executed the foregoing instrument; that same is authorized under the Articles of Organization and the Operating Agreement as amended and in effect this date to execute the foregoing instrument and so bind the Limited Liability Company.

Notary Public: [Signature] Notary registration no.: N/A Address and telephone no.: 134 Two Pond Loop Ladson SC 29456 843 670 2670 Commission expires: 2/10/19

Instructions: If the Indemnitor is an individual, type full name, sign on next line, and fill in address, SS #, and DOB. If the Indemnitor is a corporation, type full name, impress with seal, sign on next line along with capacity of officer signing, and fill in corporate address and Fed. Tax ID #. A corporate resolution authorizing the officer to execute this Agreement should also be attached, if partnership, type firm name, with signature of the partner signing on behalf, and fill in firm address and Fed. Tax ID #. Each partner should sign as an indemnitor. This instrument should be dated, each signature block filled out completely, and all signatures must be properly acknowledged in the presence of a Notary Public. Attach additional signature blocks and acknowledgement forms if necessary.

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

RESOLUTION

Ratifying/Execution of General Indemnity Agreement

At a special meeting of the Members of the Palmetto Construction Group, LLC (hereinafter called Company), duly called and held on the 2nd day of April, 2012, a quorum being present, the following Preambles and Resolutions were adopted:

“Whereas, this Company is materially interested through teaming agreement in transactions in connection with which Restoration Specialists, LLC (hereafter call the Principal) has applied or may hereafter apply to The Hanover Insurance Company and/or the Massachusetts Bay Insurance Company and/or Citizens Insurance Company of America, (hereinafter called Surety) for bonds or undertakings; and

WHEREAS, the Surety is not willing to execute such bonds or undertakings as surety unless it receives the written indemnity of this Company;

RESOLVED, that this Company hereby has requested/intends to request the Surety to execute or procure to be executed such bonds, undertakings and instruments of guarantee as said Principal may require in connection with its business and to renew or continue the same from time to time.

RESOLVED FURTHER, that individuals authorized to execute documents on behalf of this Company, be and hereby are authorized and empowered to execute and/or ratify the execution and indemnity agreement or agreements required by the Surety as consideration for the execution by it of any bond or undertaking on behalf of said Principal.

RESOLVED FURTHER, that the said individuals be and hereby are authorized and empowered, at any time prior or subsequent to the execution by said Surety of any such bonds or undertakings, to execute any and all amendments to said indemnity agreement or agreements and to execute any other or further agreements relating to any such bonds or undertakings or to any collateral that may have been deposited with the Surety in connection therewith; and to take any and all other actions that may be requested or required by the Surety in the premises.”

I, John M. Kendle, Managing Member of the Palmetto Construction Group, LLC

have compared the foregoing preambles and resolutions with the original thereof, as recorded in the records of said Company, and do certify that the same are correct and true transcripts therefrom, and the whole of said original preambles and resolutions.

Given under my hand and the seal of the Company, in
the City of Charleston State of SC
this 2nd day of April, 2012
John M. Kendle
, Managing Member

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

RESOLUTION

Ratifying/Execution of General Indemnity Agreement

At a special meeting of the Members of the Restoration Specialists, LLC (hereinafter called Company), duly called and held on the 11 day of April, 2012, a quorum being present, the following Preambles and Resolutions were adopted:

"Whereas, this Company is materially interested through teaming agreement in transactions in connection with which Palmetto Construction Group, LLC (hereafter call the Principal) has applied or may hereafter apply to The Hanover Insurance Company and/or the Massachusetts Bay Insurance Company and/or Citizens Insurance Company of America, (hereinafter called Surety) for bonds or undertakings; and

WHEREAS, the Surety is not willing to execute such bonds or undertakings as surety unless it receives the written indemnity of this Company;

RESOLVED, that this Company hereby has requested/intends to request the Surety to execute or procure to be executed such bonds, undertakings and instruments of guarantee as said Principal may require in connection with its business and to renew or continue the same from time to time.

RESOLVED FURTHER, that individuals authorized to execute documents on behalf of this Company, be and hereby are authorized and empowered to execute and/or ratify the execution and indemnity agreement or agreements required by the Surety as consideration for the execution by it of any bond or undertaking on behalf of said Principal.

RESOLVED FURTHER, that the said individuals be and hereby are authorized and empowered, at any time prior or subsequent to the execution by said Surety of any such bonds or undertakings, to execute any and all amendments to said indemnity agreement or agreements and to execute any other or further agreements relating to any such bonds or undertakings or to any collateral that may have been deposited with the Surety in connection therewith; and to take any and all other actions that may be requested or required by the Surety in the premises."

I, Reuben Mark Ward, Managing Member of the Restoration Specialists, LLC

have compared the foregoing preambles and resolutions with the original thereof, as recorded in the records of said Company, and do certify that the same are correct and true transcripts therefrom, and the whole of said original preambles and resolutions.

Given under my hand and the seal of the Company, in

the City of Savannah State of Geo

this 11 day of April, 2012

[Signature]
, Managing Member

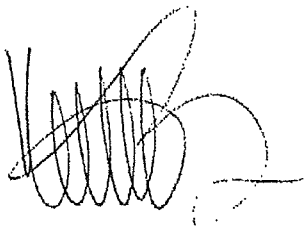
Mark, please sign and have your wife sign where the yellow tags are.

~~All signatures need to be notarized~~

I have also included a fed ex envelope inside with a shipping ticket already printed out. Once you have filled out the forms please just put it in the fed ex envelope and drop in a drop box.

Thanks,

Kassy



Mark,
Please have your signatures notarized (including seal) where indicated, and also please date the resolutions. Thanks.

Kanna

PERFORMANCE BOND <i>(See Instructions on reverse)</i>	DATE BOND EXECUTED <i>(Must be same or later than date of contract)</i> <p style="text-align: center;">April 23, 2012</p>	OMB No.: 9000-0045
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Public reporting burden for this collection of information is estimated to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, D.C. 20405

PRINCIPAL <i>(Legal name and business address)</i> Restoration Specialists, LLC P. O. Box 5352 Savannah, GA 31414	TYPE OF ORGANIZATION <i>("X" one)</i> <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input checked="" type="checkbox"/> CORPORATION STATE OF INCORPORATION: <p style="text-align: center;">GA</p>								
SURETY(IES) <i>(Name(s) and business address(es))</i> The Hanover Insurance Company 440 Lincoln Street Worcester, MA 01653	PENAL SUM OF BOND <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width:15%;">MILLION(S)</th> <th style="width:15%;">THOUSAND(S)</th> <th style="width:15%;">HUNDRED(S)</th> <th style="width:15%;">CENTS</th> </tr> <tr> <td style="text-align: center;">5</td> <td style="text-align: center;">999</td> <td style="text-align: center;">360</td> <td style="text-align: center;">00</td> </tr> </table> CONTRACT DATE CONTRACT NO. March 13, 2012 VA247-C-0035	MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS	5	999	360	00
MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS						
5	999	360	00						

OBLIGATION:

We, the Principal and Surety(ies), are firmly bound to the United States of America, (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The Principal has entered into the contract identified above.

THEREFORE:

The above obligation is void if the Principal -

(a) Performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of the contract during the original term of the contract and any extensions thereof that are granted by the Government, with or without notice to the Surety(ies), and during the life of any guaranty required under the contract, and (2) performs and fulfills all the undertakings, covenants, terms conditions, and agreements of any and all duly authorized modifications of the contract that hereafter are made. Notice of those modifications to the Surety(ies) are waived.

(b) Pays to the Government the full amount of the taxes imposed by the Government, if the said contract is subject to the Miller Act, (40 U.S.C. 270a-270e), which are collected, deducted, or withheld from wages paid by the Principal in carrying out the construction contract with respect to which this bond is furnished.

WITNESS:

The Principal and Surety(ies) executed this performance bond and affixed their seals on the above date.

Restoration Specialists, LLC PRINCIPAL						
SIGNATURE(S)	1. _____ <small>(Seal)</small>	2. _____ <small>(Seal)</small>	3. _____ <small>(Seal)</small>	Corporate Seal		
NAME(S) & TITLE(S) <i>(Typed)</i>	1. _____	2. _____	3. _____			
INDIVIDUAL SURETY(IES)						
SIGNATURE(S)	1. _____ <small>(Seal)</small>	2. _____ <small>(Seal)</small>				
NAME(S) <i>(Typed)</i>	1. _____	2. _____				
The Hanover Insurance Company CORPORATE SURETY(IES)						
SURETY A	NAME & ADDRESS	440 Lincoln Street Worcester, MA 01653	STATE OF INC. NH	LIABILITY LIMIT \$ 96,082,000.00	Corporate Seal	
	SIGNATURE(S)	1. _____	2. _____			
	NAME(S) & TITLE(S) <i>(Typed)</i>	1. Laura W. Dennison Attorney-in-Fact	2. _____			



CORPORATE SURETY(IES) (Continued)					
SURETY B	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
SURETY C	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
SURETY D	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
SURETY E	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
SURETY F	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
SURETY G	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		

BOND PREMIUM		RATE PER THOUSAND \$ \$15 1st \$00M; \$12 next \$2 mil; \$9 next \$2.5mil; \$8 next \$2.5 mil	TOTAL \$61,999.00 \$0.00
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INSTRUCTIONS

1. This form is authorized for use in connection with Government contracts. Any deviation from this form will require the written approval of the Administrator of General Services.
2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of the approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE

- SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.
- (b) Where Individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning their financial capability.
4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
 5. Type the name and title of each person signing this bond in the space provided.

Bond No. 1944091

PAYMENT BOND <i>(See instructions on reverse)</i>	DATE BOND EXECUTED <i>(Must be same or later than date of contract)</i> April 23, 2012	OMB No.: 9000-0045 Expires: 11/30/2012
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Public reporting burden for this collection of information is estimate to average 26 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405.

PRINCIPAL <i>(Legal name and business address)</i> Restoration Specialists, LLC P. O. Box 5352 Savannah, GA 31414	TYPE OF ORGANIZATION <i>(X one)</i> <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input checked="" type="checkbox"/> CORPORATION STATE OF INCORPORATION GA								
SURETY(IES) <i>(Name(s) and business address(es))</i> The Hanover Insurance Company 440 Lincoln Street Worcester, MA 01653	PENAL SUM OF BOND <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width:25%;">MILLION(S)</th> <th style="width:25%;">THOUSAND(S)</th> <th style="width:25%;">HUNDRED(S)</th> <th style="width:25%;">CENTS</th> </tr> <tr> <td style="text-align: center;">5</td> <td style="text-align: center;">999</td> <td style="text-align: center;">860</td> <td style="text-align: center;">00</td> </tr> </table> CONTRACT DATE CONTRACT NO. March 13, 2012 VA247-C-0035	MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS	5	999	860	00
MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS						
5	999	860	00						

OBIGATION:

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum, for payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit is indicated, the limit of liability is the full amount of the penal sum.

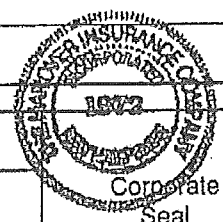
CONDITIONS:

The above obligation is void if the Principal promptly makes payment to all persons having a direct relationship with the Principal or a subcontractor of the Principal for furnishing labor, material or both in the prosecution of the work provided for in the contract identified above, and any authorized modifications of the contract that subsequently are made. Notice of those modifications to the Surety(ies) are waived.

WITNESS:

The Principal and Surety(ies) executed this payment bond and affixed their seals on the above date.

Restoration Specialists, LLC PRINCIPAL			
SIGNATURE(S)	1. _____ <small>(Seal)</small>	2. _____ <small>(Seal)</small>	3. _____ <small>(Seal)</small>
NAME(S) & TITLE(S) <i>(Typed)</i>	1. _____	2. _____	3. _____
INDIVIDUAL SURETY(IES)			
SIGNATURE(S)	1. _____ <small>(Seal)</small>	2. _____ <small>(Seal)</small>	
NAME(S) <i>(Typed)</i>	1. _____	2. _____	
The Hanover Insurance Company CORPORATE SURETY(IES)			
CITY	NAME & ADDRESS	440 Lincoln Street, Worcester, MA 01653	STATE OF INC. LIABILITY LIMIT NH \$\$\$96,082,000
	SIGNATURE(S)	1. _____	2. _____
	NAME(S) & TITLE(S) <i>(Typed)</i>	1. Laura W. Dennison Attorney-in-Fact	2. _____



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 previous edition is usable

STANDARD FORM 25A (REV. 10-98)
 Prescribed by GSA-FAR (48 CFR) 53.2220(c)

CORPORATE SURETY(IES) (Continued)

	NAME & ADDRESS	STATE OF INC.	LIABILITY LIMIT	
			\$	
SURETY B	SIGNATURE(S)	1.	2.	Corporate Seal
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.	
	NAME & ADDRESS	STATE OF INC.	LIABILITY LIMIT	
SURETY C	SIGNATURE(S)	1.	2.	Corporate Seal
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.	
	NAME & ADDRESS	STATE OF INC.	LIABILITY LIMIT	
SURETY D	SIGNATURE(S)	1.	2.	Corporate Seal
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.	
	NAME & ADDRESS	STATE OF INC.	LIABILITY LIMIT	
SURETY E	SIGNATURE(S)	1.	2.	Corporate Seal
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.	
	NAME & ADDRESS	STATE OF INC.	LIABILITY LIMIT	
SURETY F	SIGNATURE(S)	1.	2.	Corporate Seal
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.	
	NAME & ADDRESS	STATE OF INC.	LIABILITY LIMIT	
SURETY G	SIGNATURE(S)	1.	2.	Corporate Seal
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.	
	NAME & ADDRESS	STATE OF INC.	LIABILITY LIMIT	

INSTRUCTIONS

This form, for the protection of persons supplying labor and material, is used when a payment bond is required under the Act of August 24, 1935, 49 Stat. 793 (40 U.S.C. 270a-270e). Any deviation from this form will require the written approval of the Administrator of General Services.

1. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.

2. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)."

In the space designated "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.

(b) Where individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning their financial capability.

4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.

5. Type the name and title of each person signing this bond in the space provided.

PALMETTO DAMAGES SUMMARY**VA Garage, Augusta GA**

Due to Palmetto for Subcontract work:	\$	184,858.69
Due to Palmetto - Share of Profits (50%):	\$	225,389.81
Due to Surety (Hannover):	\$	1,307,978.71
Lost Profits:	\$	250,000.00
Other Damages (Attorneys' fees in other matters):	\$	29,549.91
Interest (on subcontract and surety amounts due since at least October 4, 2016, at 7.25% annually):	\$	620,731.43

TOTAL	\$	2,618,508.55
--------------	-----------	---------------------

ALL JOB COSTS (Method 1 - Subcontract Values + Additional Cost Records)

	TOTAL CONTRACT PRICE	Document	Exh. #
\$	8,199,283.96	Gov-Mod 12.pdf	7B

SUBCONTRACTOR CONTRACT SUMS

Subcontractor	Final Contract Sum	Document	Exh. #
Amano McGann	\$ 19,652.28	Amano McGann CO#1 Executed.pdf	
American Elevator	\$ 229,950.83	American Elevator CO #4.pdf	
Baker Roofing	\$ 21,968.00	Baker Roofing CO#1 Executed.pdf	
Berkel	\$ 655,256.00	Berkel CO #2 Executed.pdf	
Century Glass	\$ 21,645.00	Century Glass Pay Request #2.pdf	
Cook & Boardman	\$ 15,135.44	Cook & Boardman CO #3.pdf	
CSRA	\$ 32,504.00	CSRA 12-2014 Statement.pdf	
	\$ 12,689.50	CSRA Misc Invoices.pdf	
Division Five	\$ 47,533.03	Division Five CO#1.pdf	
Georgia Drywall	\$ 15,423.00	Georgia Drywall CO 3.pdf	
Geowave	\$ 800.00	Geowave Invoice #1282.pdf	
Haley Ray	\$ 30,280.00	Haley Ray CO #2 Executed.pdf	
Jacobs Land Mgmt	\$ 38,375.00	Jacobs CO#2.pdf	
Maner Builders	\$ 47,696.00	Maner Builders CO #2.pdf	7B
Metromont	\$ 2,277,300.00	Metromont Pay Request #6.pdf	
Palmetto Construction Group	\$ 1,281,427.88	Palmetto job cost detail	
Peachtree Protective Covers	\$ 135,966.00	Peachtree CO#1.pdf	
Phillips Industrial Svcs	\$ 3,921.03	Phillips Invoice.pdf	
Reserve Electrical	\$ 491,070.71	Reserve Electrical CO 4 Executed.pdf	
Richmond Concrete	\$ 88,468.76	Richmond Concrete CO #1.pdf	
SAMCO (S. Atl. Mech)	\$ 268,938.00	SAMCO CO#1.pdf	
Sign-a-Rama	\$ 137,564.32	Sign-A-Rama CO #3.pdf	
Simmons Masonry	\$ 11,980.00	Simmons Masonry Executed Subcontract.pdf	
Tendon Systems	\$ 18,800.00	Tendon Sys Pay App #1.pdf	
Tripp Surveying	\$ 4,301.25	Tripp Statement.pdf	
Tupperway Siteworks	\$ 1,117,245.00	Tupperway Siteworks, LLC CO#4 Revised.pdf	
Watts & Associates	\$ 86,240.00	Watts & Associates CO #2.pdf	

TOTAL SUBCONTRACTOR SUM: \$ 7,112,131.03

OTHER VERIFIED JOB COSTS

Payee	Amount	Description	Check No.	Date	Net per Payee	Exh. #
Atlantic Gas & Light	\$ 13,000.00	Gas Line	1884	11/11/2014	\$ 13,000.00	
City of Augusta	\$ 3,000.00	Sidewalk Bond	1915	12/17/2014	\$ 3,000.00	
WR Toole Engineer	\$ 36,320.00	Temp Lot	1793	8/2/2014		
	\$ 8,880.00	Civil (14037, 14126)	2019	2/18/2015	\$ 45,200.00	7A
Satchel	\$ 700.00	Augusta VA	2510	3/29/2016	\$ 700.00	
Klosinski Overstreet	\$ 21,246.25	JAM (Augusta VA)	2533	5/17/2016		
	\$ 21,246.26	JAM (Augusta VA)	2556	6/9/2016	\$ 42,492.51	

TOTAL VERIFIED COSTS: \$ 104,392.51

OTHER UNVERIFIED JOB COSTS

Payee	Amount	Description	Check No.	Date	Exh. #
Structured Parking Solutions	\$ 425,000.00	Design	n/a	n/a	7
National Construction Rentals	\$ 4,800.09	Temp Fencing	n/a	n/a	7
Portable Services	\$ 721.25	Portalet	n/a	n/a	7
Staff Zone	\$ 10,212.37	Temp help	n/a	n/a	7
United Rentals	\$ 15,594.82	?	n/a	n/a	7
Acton Mobile	\$ 7,152.27	Trailer Rental	n/a	n/a	7
Georgia Power	\$ 7,500.00	?	n/a	n/a	7
Bond	\$ 61,000.00	(per schedule of values)	n/a	n/a	7B

TOTAL \$ 531,980.80

CONTRACT SUM:	\$ 8,199,283.96	
TOTAL JOB COST:	\$ 7,748,504.34	(subcontract values + Other costs)
TOTAL PROFIT:	\$ 450,779.62	
Palmetto's 50%	\$ 225,389.81	

ALL JOB COSTS (Method 2 - Amounts paid + Amounts owed)

TOTAL CONTRACT PRICE	Document	Exh. #
\$ 8,199,283.96	Gov-Mod 12.pdf	7B

JOB PAYMENT RECORDS PRODUCED (Exhibit 7A)

Payee	Amount	Check No.	Date	Net per Payee	Contract Sum	Balance Owed
Atlantic Gas & Light	\$ 13,000.00	1884	11/11/2014	\$ 13,000.00	n/a	
City of Augusta	\$ 3,000.00	1915	12/17/2014	\$ 3,000.00	n/a	
	\$ 15,055.54	1823	9/16/2014			
	\$ 34,187.42	1859	10/23/2014			
	\$ 11,678.03	1895	11/24/2014			
	\$ 14,797.98	1914	12/17/2014			
	\$ 10,491.37	1935	1/14/2015			
	\$ 21,835.30	2075	3/12/2015			
	\$ 115,548.61	2104	4/8/2015			
Palmetto Construction	\$ 99,690.00	2128	4/15/2015	\$ 1,096,629.19	\$ 1,281,427.88	\$ (184,798.69)
	\$ 139,447.47	2159	5/15/2015			
	\$ 80,000.00	2242	7/14/2015			
	\$ 156,562.47	2247	7/21/2015			
	\$ 174,500.00	2302	8/31/2015			
	\$ 50,000.00	2337	10/3/2015			
	\$ 150,000.00	2346	10/15/2015			
	\$ 22,835.00	2358	10/29/2015			
Tendon Systems	\$ 2,500.00	2193	6/4/2015	\$ 18,800.00	\$ 18,800.00	\$ -
	\$ 16,300.00	2336	10/5/2015			
	\$ 92,232.00	2106	4/8/2015			
SAMCO	\$ 51,068.00	2134	4/22/2015	\$ 268,938.00	\$ 268,938.00	\$ -
	\$ 77,394.73	2248	7/21/2015			
	\$ 48,243.27	2335	10/5/2015			
WR Toole Engineer	\$ 36,320.00	1793	8/2/2014	\$ 45,200.00	n/a	
	\$ 8,880.00	2019	2/18/2015			
Division Five	\$ 20,000.00	2288	8/14/2015	\$ 40,750.00	\$ 47,533.03	\$ (6,783.03)
	\$ 20,750.00	2294	8/21/2015			
Reserve Electrical Svcs	\$ 60,451.90	2215	6/2/2015	\$ 275,397.50	\$ 491,070.71	\$ (215,673.22)
	\$ 146,658.25	2297	8/24/2015			
	\$ 68,287.35	2347	10/15/2015			
	\$ 112,930.20	2107	4/8/2015			
Metromont	\$ 1,000,000.00	2163	5/15/2015	\$ 1,987,540.00	\$ 2,277,300.00	\$ (289,760.00)
	\$ 231,781.40	2224	6/29/2015			
	\$ 335,537.48	2251	7/24/2015			
	\$ 307,290.92	2303	n/a			
American Elevator	\$ 22,637.00	2231	7/1/2015	\$ 162,523.90	\$ 229,950.83	\$ (67,426.93)
	\$ 15,500.00	2235	7/6/2015			
	\$ 15,500.00	2299	8/24/2015			
	\$ 108,886.90	2369	11/13/2015			
GeoWave	\$ 800.00	2237	7/5/2015	\$ 800.00	\$ 800.00	\$ -
Satchel	\$ 700.00	2510	3/29/2016	\$ 700.00	n/a	
	\$ 25,000.00	1913	12/17/2014			
Richmond Concrete	\$ 54,621.88	1934	1/14/2015	\$ 88,468.76	\$ 88,468.76	\$ -
	\$ 8,846.88	2250	7/20/2015			
Berkel & Co	\$ 63,000.00	1960	1/16/2015	\$ 560,456.00	\$ 655,256.00	\$ (94,800.00)
	\$ 469,800.00	2085	3/20/2015			
	\$ 27,656.00	2211	6/10/2015			

Payee	Amount	Check No.	Date	Net per Payee	Contract Sum	Balance Owed
	\$ 162,375.00	1807	8/29/2014			
	\$ 34,746.50	1872	10/28/2014			
	\$ 172,635.50	1885	11/13/2014			
	\$ 158,069.45	1912	12/15/2014			
Tupperway Siteworks	\$ 59,249.40	1961	1/16/2015	\$ 710,784.06	\$ 1,117,245.00	\$ (406,460.94)
	\$ 6,000.00	2037	3/11/2015			
	\$ 29,025.28	2160	5/15/2015			
	\$ 22,366.00	2214	6/24/2015			
	\$ 27,049.00	2249	7/21/2015			
	\$ 39,267.93	2295	8/21/2015			
Watts & Assocs.	\$ 8,614.00	2216	6/25/2015	\$ 47,507.00	\$ 86,240.00	\$ (38,733.00)
	\$ 38,893.00	2327	9/24/2015			
CSRA	\$ 10,058.50	1962	1/20/2015	\$ 32,504.00	\$ 45,193.50	\$ (12,689.50)
	\$ 22,445.50	2209	6/18/2015			
Haley Ray	\$ 22,580.00	2359	10/29/2015	\$ 22,580.00	\$ 30,280.00	\$ (7,700.00)
Tripp Surveying	\$ 4,301.25	2038	3/11/2015	\$ 4,301.25	\$ 4,301.25	\$ -
Sign-A-Rama	\$ 39,346.00	2259	8/5/2015	\$ 39,346.00	\$ 137,564.32	\$ (98,218.32)
Century Glass	\$ 19,480.50	2326	9/24/2015	\$ 19,480.50	\$ 21,645.00	\$ (2,164.50)
Klosinski Overstreet	\$ 21,246.25	2533	5/17/2016	\$ 42,492.51	n/a	
	\$ 21,246.26	2556	6/9/2016			
	\$ 10,000.00	2423	5/20/2016			
Hanover Ins.	\$ 10,000.00	2557	6/9/2019	\$ 30,000.00	n/a	
	\$ 10,000.00	2574	7/12/2016			
Amano McGann	\$ 27,910.05	2555	6/9/2016	\$ 27,910.05	\$ 19,652.28	\$ 8,257.77

PAID	CONTRACTED	BALANCE
\$ 5,539,108.72	\$ 6,815,616.56	\$ (1,416,950.36)

OTHER UNVERIFIED JOB COSTS

Payee	Amount	Description	Check No.	Date	Amt	Exh. #
Structured Parking Solutions	\$ 425,000.00	Design	n/a	n/a		7
National Construction Rentals	\$ 4,800.09	Temp Fencing	n/a	n/a		7
Portable Services	\$ 721.25	Portalet	n/a	n/a		7
Staff Zone	\$ 10,212.37	Temp help	n/a	n/a		7
United Rentals	\$ 15,594.82	?	n/a	n/a		7
Acton Mobile	\$ 7,152.27	Trailer Rental	n/a	n/a		7
Georgia Power	\$ 7,500.00	?	n/a	n/a		7
Bond	\$ 61,000.00	(per schedule of n/a	n/a	n/a		7B

TOTAL \$ 531,980.80

SUBS FOR WHICH NO PAYMENT RECORD PRODUCED

Subcontractor	Contract Value
Georgia Drywall	\$ 15,423.00
Baker	\$ 21,968.00
Cook & Boardman	\$ 15,135.44
Jacobs Land Mgmt	\$ 38,375.00
Maner Builders	\$ 47,696.00
Peachtree Protective Covers	\$ 135,966.00
Phillips Industrial Svcs.	\$ 3,921.03
Simmons Masonry	\$ 11,980.00

BALANCE \$ 290,464.47
(assumes these subs not paid):

TOTAL BALANCE Per Records: \$ 1,677,414.83

CONTRACT SUM:	\$ 8,199,283.96
TOTAL JOB COST:	\$ 7,748,504.34 (paid + balance)
PROFIT:	\$ 450,779.62
Palmetto's 50%	\$ 225,389.81

Misc. Items Paid by Restoration Specialists		
National Construction Rentals (Temp Fencing)	\$4,800.09	PD by RS
Portable Services (Portalet)	\$721.25	PD by RS
Staff Zone/Labor Ready (Temp Help)	\$10,212.37	PD by RS
United Rentals	\$15,594.82	PD by RS
Waste Management	\$12,800.04	PD by RS
Structured Parking Solutions	\$425,000.00	PD by RS
WR Toole & Associates (Temp. Parking Lot Design)	\$45,200.00	PD by RS
Acton Mobile (Trailer Rental)	\$7,152.27	PD by RS
Josh Fuller (Canopy As-Builts)	\$700.00	PD by RS
Georga Power	\$7,500.00	PD by RS
Atlanta Gas	\$13,000.00	PD by RS
Bond	\$85,000.00	PD by RS
City of Augusta Sidewalk Bond	\$3,000.00	PD by RS
Geo Wave Solutions	\$800.00	PD by RS
RS Overhead	\$387,243.20	PD by RS
Bond Claim payments to Hanover	\$20,000.00	PD by RS
Misc. Items Total:	\$1,038,724.04	

20% for 15mos
40% for 15mos
40% for 15mos
100% 10mos
10mos
40% for 15mos

RESTORATION SPECIALISTS LLC
1020 B E MONTAGUE AVE
NORTH CHARLESTON, SC 29405-4917

WELLS FARGO BANK, N.A.
www.wellsfargo.com
64-22/610

1884

PAY TO THE
ORDER OF

Atlanta Gas & Light
Thirteen thousand & no/100

111299
\$13,000.00

DOLLARS

MEMO

August VA Gas line



⑈0000001884⑈

REDACTED

RESTORATION SPECIALISTS LLC

1884

RESTORATION SPECIALISTS LLC

1884

Thirteen thousand & no/100 -

111114
\$13000.00

August Gas line

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RESTORATION SPECIALISTS LLC
1020 B E MONTAGUE AVE
NORTH CHARLESTON, SC 29405-4917

WELLS FARGO BANK, N.A.
www.wellsfargo.com
64-22/610

1915

PAY TO THE
ORDER OF

City of Augusta

121714
\$ 3000.00

Three thousand & no/100i

DOLLARS

MEMO

Sidewalk Bond



REDACTED

⑈0000001915⑈

RESTORATION SPECIALISTS LLC

1915

RESTORATION SPECIALISTS LLC

1915

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RESTORATION SPECIALISTS LLC
1020 B E MONTAGUE AVE
NORTH CHARLESTON, SC 29405-4917

WELLS FARGO BANK, N.A.
www.wellsfargo.com
64-22/610

1803

PAY TO THE
ORDER OF

Palmetto Construction Group

091614
\$ 15,055.04

Fifteen thousand fifty five & 54/100/100 —

DOLLARS

MEMO

Draw 1 Temp hot



⑈0000001823⑈

REDACTED

RESTORATION SPECIALISTS LLC

1803

RESTORATION SPECIALISTS LLC

1803

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RESTORATION SPECIALISTS LLC
1020 B E MONTAGUE AVE
NORTH CHARLESTON, SC 29405-4917

WELLS FARGO BANK, N.A.
www.wellsfargo.com
64-22/610

1899

PAY TO THE
ORDER OF

PCG

112414
\$ 11,678.00

Eleven thousand six hundred seventy eight & ⁰³/₁₀₀ DOLLARS

MEMO

Temp hot Pay App 3



AUTHORIZED SIGNATURE

⑈0000001895⑈

REDACTED

RESTORATION SPECIALISTS LLC

1899

2265 Clementi Ferry Rd
Suite 204
Charleston SC 29492

RESTORATION SPECIALISTS LLC

1899

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RESTORATION SPECIALISTS LLC
1020 B E MONTAGUE AVE
NORTH CHARLESTON, SC 29405-4917

WELLS FARGO BANK, N.A.
www.wellsfargo.com
64-22/610

191

PAY TO THE
ORDER OF

PCG, LLC

121714
\$ 14,737.90

Fourteen thousand seven hundred thirty seven & 98/100 DOLLARS

MEMO

October

REDACTED



⑈0000001914⑈

RESTORATION SPECIALISTS LLC

191

RESTORATION SPECIALISTS LLC

191

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RESTORATION SPECIALISTS LLC
1020 B E MONTAGUE AVE
NORTH CHARLESTON, SC 29405-4917

WELLS FARGO BANK, N.A.
www.wellsfargo.com
64-22/610

1935

PAY TO THE
ORDER OF

PCG, LLC

011415
\$ 10491.77

Ten thousand four hundred ninety one + 37/100 — DOLLARS

MEMO

Nov Inv

REDACTED



AUTHORIZED SIGNATURE

⑈0000001935⑈

RESTORATION SPECIALISTS LLC

1935

RESTORATION SPECIALISTS LLC

1935

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RESTORATION SPECIALISTS LLC
1042-A E MONTAGUE AVE
NORTH CHARLESTON, SC 29405

WELLS FARGO BANK, N.A.
www.wellsfargo.com
64-22/610

2075

PAY TO THE
ORDER OF

PCG, LLC

031215
\$ 21,835.30

DOLLARS

Twenty one thousand eight hundred thirty five + 30/100

MEMO

Dec Inv

REDACTED



⑈0000002075⑈

RESTORATION SPECIALISTS LLC

2075

RESTORATION SPECIALISTS LLC

2075

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RESTORATION SPECIALISTS LLC
1042-A E MONTAGUE AVE
NORTH CHARLESTON, SC 29405

WELLS FARGO BANK, N.A.
www.wellsfargo.com
64-22/610

2105

PAY TO THE
ORDER OF

DCG, LLC

040815
\$ 115,548.61

One hundred fifteen thousand five hundred forty eight & 6/1001 — DOLLARS

MEMO

Jan



REDACTED

⑈0000002105⑈

RESTORATION SPECIALISTS LLC

2105

Jan 14,238.61
AH 101,310.00

RESTORATION SPECIALISTS LLC

2105

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RESTORATION SPECIALISTS LLC
1042-A E MONTAGUE AVE
NORTH CHARLESTON, SC 29405

WELLS FARGO BANK, N.A.
www.wellsfargo.com
64-22/610

2128

PAY TO THE
ORDER OF

PCO, LLC

01/15/15

\$ 99,690.⁰⁰

Ninety nine thousand six hundred ninety + ¹⁰⁰/₁₀₀ DOLLARS

MEMO Bal of \$201K (Atlantic)



⑈0000002128⑈

REDACTED

RESTORATION SPECIALISTS LLC

2128

RESTORATION SPECIALISTS LLC

2128

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RESTORATION SPECIALISTS LLC
1042-A E MONTAGUE AVE
NORTH CHARLESTON, SC 29405

WELLS FARGO BANK, N.A.
www.wellsfargo.com
64-22/610

2159

PAY TO THE
ORDER OF

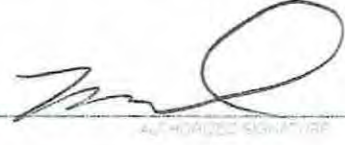
PGG, LLC

051515
\$ 139,447.47

One hundred thirty nine thousand four hundred forty seven & 47/100 DOLLARS

MEMO

Feb Invoices



REDACTED

⑈0000002159⑈

RESTORATION SPECIALISTS LLC

2159

RESTORATION SPECIALISTS LLC

2159

ELECTRONICALLY FILED - 2022 Feb 01 3:34 PM - CHARLESTON - COMMON PLEAS - CASE#2016CP1001143

RESTORATION SPECIALISTS LLC
1042-A E MONTAGUE AVE
NORTH CHARLESTON, SC 29405

WELLS FARGO BANK, N.A.
www.wellsfargo.com
64-22610

2242

PAY TO THE
ORDER OF

PCG, LLC

071415
\$ 80,000

DOLLARS

Eighty thousand & no/100

MEMO

Augusta VA

REDACTED

[Signature]

⑈0000002242⑈

RESTORATION SPECIALISTS LLC

2242

March \$136,993.47

PR 80,000.00

Bal \$56,993.47

RESTORATION SPECIALISTS LLC

2242

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RESTORATION SPECIALISTS LLC
1042-A E MONTAGUE AVE
NORTH CHARLESTON, SC 29405

WELLS FARGO BANK, N.A.
www.wellsfargo.com
64-22/610

2247

PAY TO THE
ORDER OF

PCG, LLC

072115
\$156,562.47

One hundred fifty six thousand five hundred sixty two & 47/100; -

DOLLARS

MEMO Bal March + April



AUTHORIZED SIGNATURE

REDACTED

⑈0000002247⑈

RESTORATION SPECIALISTS LLC

2247

March	136,993.47
April	99,569.00
Pd	<u>- 80,000.00</u>
	156,562.47

RESTORATION SPECIALISTS LLC

2247

ELECTRONICALLY FILED - 2022 Feb 01 3:34 PM - CHARLESTON - COMMON PLEAS - CASE#2016CP1001143

RESTORATION SPECIALISTS LLC
1042-A E MONTAGUE AVE
NORTH CHARLESTON, SC 29405

WELLS FARGO BANK, N.A.
www.wellsfargo.com
64-22/610

2302

PAY TO THE
ORDER OF

PCCG, LLC

083115
\$174,500.

On hand security for bond five held & 19/1001

DO DARS

MEMO

Acysta VA

REDACTED



AUTHORIZED SIGNATURE

⑈0000002302⑈

RESTORATION SPECIALISTS LLC

2302

RESTORATION SPECIALISTS LLC

2302

2302 ELECTRONICALLY FILED - 2022 Feb 01 3:34 PM - CHARLESTON - COMMON PLEAS - CASE#2016CP1001143

RESTORATION SPECIALISTS LLC
1042-A E MONTAGUE AVE
NORTH CHARLESTON, SC 29405

WELLS FARGO BANK, N.A.
www.wellsfargo.com
64-22/610

2337

PAY TO THE
ORDER OF

PCG, LLC

100315
\$50,000.

DOLLARS

Fifty thousand & no/100's

MEMO

Augusta VA

REDACTED


AUTHORIZED SIGNATURE

⑈0000002337⑈

RESTORATION SPECIALISTS LLC

2337

RESTORATION SPECIALISTS LLC

2337

ELECTRONICALLY FILED - 2022 Feb 01 3:34 PM - CHARLESTON - COMMON PLEAS - CASE#2016CP1091143

RESTORATION SPECIALISTS LLC
1042-A E MONTAGUE AVE
NORTH CHARLESTON, SC 29405

WELLS FARGO BANK, N.A.
www.wellsfargo.com
64-22/610

2346

PAY TO THE
ORDER OF

PCG, LLC

101515
\$ 150,000.

One hundred fifty thousand and no/100

DOLLARS

MEMO

Augusta VA



AUTHORIZED SIGNATURE

REDACTED

⑈0000002346⑈

RESTORATION SPECIALISTS LLC

2346

RESTORATION SPECIALISTS LLC

2346

ELECTRONICALLY FILED - 2022 Feb 01 3:34 PM - CHARLESTON - COMMON PLEAS - CASE#2016CP1001143

RESTORATION SPECIALISTS LLC
1042-A E MONTAGUE AVE
NORTH CHARLESTON, SC 29405

WELLS FARGO BANK, N.A.
www.wellsfargo.com
64-22/610

2358

PAY TO THE
ORDER OF

PCG, LLC

102915
\$22,835.⁰⁰

Twenty two thousand eight hundred thirty five ⁰⁰/₁₀₀ DOLLARS

MEMO

Atlantic



AUTHORIZED SIGNATURE

⑈0000002358⑈

RE
DA
CT
ED

RESTORATION SPECIALISTS LLC

2358

RESTORATION SPECIALISTS LLC

2358

ELECTRONICALLY FILED - 2022 Feb 01 3:34 PM - CHARLESTON - COMMON PLEAS - CASE#2016CP1008143

RESTORATION SPECIALISTS LLC
1042-A E MONTAGUE AVE
NORTH CHARLESTON, SC 29405

WELLS FARGO BANK, N.A.
www.wellsfargo.com
64-22/610

2193

PAY TO THE
ORDER OF

Tendon Systems

060415
\$ 2500.⁰⁰

Two thousand five hundred & no/1000

DOLLARS

MEMO

Augusta VA Garage



AUTHORIZED SIGNATURE

REDACTED

⑈0000002193⑈

RESTORATION SPECIALISTS LLC

2193

RESTORATION SPECIALISTS LLC

2193

ELECTRONICALLY FILED - 2022 Feb 01 3:34 PM - CHARLESTON - COMMON PLEAS - CASE#2016CP1001143

RESTORATION SPECIALISTS LLC
1042-A E MONTAGUE AVE
NORTH CHARLESTON, SC 29405

WELLS FARGO BANK, N.A.
www.wellsfargo.com
64-22/610

2336

PAY TO THE
ORDER OF

Tendon Systems

100515
\$ 16,300.⁰⁰

DOLLARS

Sixteen thousand three hundred + ⁰⁰/₁₀₀

MEMO

Aynsta VA



AUTHORIZED SIGNATURE

REDACTED

⑈0000002336⑈

RESTORATION SPECIALISTS LLC

2336

1255 Buford Hwy Ste 204
Suwanee Ga 30024

RESTORATION SPECIALISTS LLC

2336

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RESTORATION SPECIALISTS LLC
1042-A E MONTAGUE AVE
NORTH CHARLESTON, SC 29405

WELLS FARGO BANK, N.A.
www.wellsfargo.com
64-22/610

2106

PAY TO THE
ORDER OF

SAMCO

040815
\$ 92,232.00

Nine hundred two thousand two hundred thirty two + no/100

DOLLARS

MEMO

Jan



AUTHORIZED SIGNATURE

⑈0000002106⑈

REDACTED

RESTORATION SPECIALISTS LLC

2106

RESTORATION SPECIALISTS LLC

2106

ELECTRONICALLY FILED - 2022 Feb 01 3:34 PM - CHARLESTON - COMMON PLEAS - CASE#2016CP1001143

RESTORATION SPECIALISTS LLC
1042-A E MONTAGUE AVE
NORTH CHARLESTON, SC 29405

WELLS FARGO BANK, N.A.
www.wellsfargo.com
64-22/610

2134

PAY TO THE
ORDER OF

SAMCO

042215
\$51,068.⁰⁰

Fifty one thousand sixty eight & ⁰⁰/₁₀₀ —

DOLLARS

MEMO Thru March 31, 2015



REDACTED

⑈0000002134⑈

RESTORATION SPECIALISTS LLC

2134

RESTORATION SPECIALISTS LLC

2134

ELECTRONICALLY FILED - 2022 Feb 01 3:34 PM - CHARLESTON - COMMON PLEAS - CASE#2016CP1001143

RESTORATION SPECIALISTS LLC
1042-A E MONTAGUE AVE
NORTH CHARLESTON, SC 29405

WELLS FARGO BANK, N.A.
www.wellsfargo.com
64-22/610

2218

PAY TO THE
ORDER OF

SAMCO

072115

\$ 77,394.73

Seventy Seven thousand three hundred ninety four + $\frac{73}{100}$

DOLLARS

MEMO

Augusta VA


AUTHORIZED SIGNATURE

REDACTED

⑈0000002248⑈

RESTORATION SPECIALISTS LLC

2218

RESTORATION SPECIALISTS LLC

2218

ELECTRONICALLY FILED - 2022 Feb 01 3:34 PM - CHARLESTON - COMMON PLEAS - CASE#2016CP1007143

RESTORATION SPECIALISTS LLC
1042-A E MONTAGUE AVE
NORTH CHARLESTON, SC 29405

WELLS FARGO BANK, N.A.
www.wellsfargo.com
64-22/610

233

PAY TO THE
ORDER OF

SAMCO

100815
\$48,243.27

Forty eight thousand two hundred forty three & 27/100 DOLLARS

MEMO

Augusta VA


AUTHORIZED SIGNATURE

REDACTED

⑈0000002335⑈

RESTORATION SPECIALISTS LLC

233

3770 Fernside Rd
Columbus SC 29210

RESTORATION SPECIALISTS LLC

233

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RESTORATION SPECIALISTS LLC
1020 B E MONTAGUE AVE
NORTH CHARLESTON, SC 29405-4917

WELLS FARGO BANK, N.A.
www.wellsfargo.com
64-22/610

179

PAY TO THE
ORDER OF

W R Toole Engineers Inc

082014
\$ 36,320.00

Thirty six thousand three hundred twenty & ¹⁰⁰/₁₀₀

DOLLARS

MEMO

Auguste VA Temp Lot



REDACTED

⑈0000001793⑈

RESTORATION SPECIALISTS LLC

179

RESTORATION SPECIALISTS LLC

179

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RESTORATION SPECIALISTS LLC
1042-A E MONTAGUE AVE
NORTH CHARLESTON, SC 29405

WELLS FARGO BANK, N.A.
www.wellsfargo.com
84-22610

2010

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PAY TO THE
ORDER OF

WR Toole Engineering

021815

\$ 8880.⁰⁰

Eight thousand eight hundred eighty & 10/1000 -

DOLLARS

MEMO

Civil (14037, 14126)



AUTHORIZED SIGNATURE

⑈0000002019⑈

REDACTED

RESTORATION SPECIALISTS LLC

C
T
E
D

2010

1005 Broad St
Augusta Ga 30901

RESTORATION SPECIALISTS LLC

2010

RESTORATION SPECIALISTS LLC
1042-A E MONTAGUE AVE
NORTH CHARLESTON, SC 29405

WELLS FARGO BANK, N.A.
www.wellsfargo.com
64-22/610

2288

PAY TO THE
ORDER OF

Division Five, Inc
Twenty thousand & ^{no}/₁₀₀ —

081415
\$ \$20,000.00

DOLLARS

MEMO

Augusta VA Garage


AUTHORIZED SIGNATURE

⑈0000002288⑈

REDACTED

RESTORATION SPECIALISTS LLC

2288

RESTORATION SPECIALISTS LLC

2288

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RESTORATION SPECIALISTS LLC
1042-A E MONTAGUE AVE
NORTH CHARLESTON, SC 29405

WELLS FARGO BANK, N.A.
www.wellsfargo.com
64-22/610

229

PAY TO THE
ORDER OF

Division Five, Inc

082115
\$20,765.⁰⁰

Twenty thousand seven hundred sixty five & ⁰⁰/₁₀₀

DOLLARS

MEMO

Synstar VA



AUTHORIZED SIGNATURE

REDACTED

⑈0000002294⑈

RESTORATION SPECIALISTS LLC

229

RESTORATION SPECIALISTS LLC

229

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RESTORATION SPECIALISTS LLC
1042-A E MONTAGUE AVE
NORTH CHARLESTON, SC 29405

WELLS FARGO BANK, N.A.
www.wellsfargo.com
64-22/610

2215

PAY TO THE
ORDER OF

Reserve Electrical Services

062515
\$32,737.

Thirty two thousand seven hundred thirty seven ^{no}/₁₀₀ DOLLARS

MEMO Augusta VA Garage


AUTHORIZED SIGNATURE

⑈0000002215⑈

REDACTED

RESTORATION SPECIALISTS LLC

2215

RESTORATION SPECIALISTS LLC

2215

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RESTORATION SPECIALISTS LLC
1042-A E MONTAGUE AVE
NORTH CHARLESTON, SC 29405

WELLS FARGO BANK, N.A.
www.wellsfargo.com
64-22/610

2299

PAY TO THE
ORDER OF

Rescue Electric

082015

\$60,451.90

DOLLARS

Sixty thousand four hundred fifty one & 90/100ths —

MEMO



AUTHORIZED SIGNATURE

REDACTED

⑈0000002290⑈

RESTORATION SPECIALISTS LLC

2299

Pay App 2 \$60,451.90

RESTORATION SPECIALISTS LLC

2299

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RESTORATION SPECIALISTS LLC
1042-A E MONTAGUE AVE
NORTH CHARLESTON, SC 29405

WELLS FARGO BANK, N.A.
www.wellsfargo.com
64-22/610

229

PAY TO THE
ORDER OF

Reserve Electric

082415
\$146,658.21

One hundred forty six thousand six hundred fifty eight and 24/100

DOLLARS

MEMO Ayuda VA Payapp 3



AUTHORIZED SIGNATURE

⑈0000002297⑈

REDACTED

RESTORATION SPECIALISTS LLC

229

RESTORATION SPECIALISTS LLC

229

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RESTORATION SPECIALISTS LLC
1042-A E MONTAGUE AVE
NORTH CHARLESTON, SC 29405

WELLS FARGO BANK, N.A.
www.wellsfargo.com
64-22/610

234

PAY TO THE
ORDER OF

Reserve Electric

101515
\$68,287.35

Sixty eight thousand two hundred eighty seven & 35/100 DOLLARS

MEMO

Augusta VA



⑈0000002347⑈

REDACTED

RESTORATION SPECIALISTS LLC

234

\$6050.00 Sew Ct House
\$62,237.35 Augusta VA

RESTORATION SPECIALISTS LLC

234

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RESTORATION SPECIALISTS LLC
1042-A E MONTAGUE AVE
NORTH CHARLESTON, SC 29405

WELLS FARGO BANK, N.A.
www.wellsfargo.com
64-22/610

2107

PAY TO THE
ORDER OF

Metromost Corp

020815
\$112,390.70

One hundred twelve thousand three hundred ninety and 70/100 DOLLARS

MEMO

Jan



REDACTED

⑈0000002107⑈

RESTORATION SPECIALISTS LLC

2107

RESTORATION SPECIALISTS LLC

2107

ELECTRONICALLY FILED - 2022 Feb 01 3:34 PM - CHARLESTON - COMMON PLEAS - CASE#2016CP1001143

RESTORATION SPECIALISTS LLC
1042-A E MONTAGUE AVE
NORTH CHARLESTON, SC 29405

WELLS FARGO BANK, N.A.
www.wellsfargo.com
64-22/610

216

PAY TO THE
ORDER OF

Metromont Corp

051515
\$1,000,000⁰⁰

One Million & ⁰⁰/₁₀₀'s

DOLLARS

MEMO

Augusta VA



⑈0000002163⑈

REDACTED

RESTORATION SPECIALISTS LLC

216

RESTORATION SPECIALISTS LLC

216

ELECTRONICALLY FILED - 2022 Feb 01 3:34 PM - CHARLESTON - COMMON PLEAS - CASE#2016CP1001143

RESTORATION SPECIALISTS LLC
1042-A E MONTAGUE AVE
NORTH CHARLESTON, SC 29405

WELLS FARGO BANK, N.A.
www.wellsfargo.com
64-22/610

222

PAY TO THE
ORDER OF

Metromont Corporation

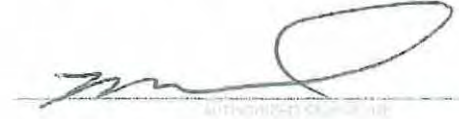
062915
\$231,781.40

Two hundred thirty one thousand seven hundred eighty one & 40/100

DOLLARS

MEMO

Angela VA



REDACTED

⑈000000 2224⑈

RESTORATION SPECIALISTS LLC

222

RESTORATION SPECIALISTS LLC

222

ELECTRONICALLY FILED - 2022 Feb 01 3:34 PM - CHARLESTON - COMMON PLEAS - CASE#2016CP1001143

RESTORATION SPECIALISTS LLC
1042-A E MONTAGUE AVE
NORTH CHARLESTON, SC 29405

WELLS FARGO BANK, N.A.
www.wellsfargo.com
64-22/610

2201

PAY TO THE
ORDER OF

Metromont Corporation


072415
\$335,537.48

Three hundred thirty five thousand five hundred thirty seven and 48/100's

DOLLARS

MEMO

Augusta VA



⑈000000225⑈

REDACTED

RESTORATION SPECIALISTS LLC

2201

RESTORATION SPECIALISTS LLC

2201

ELECTRONICALLY FILED - 2022 Feb 01 3:34 PM - CHARLESTON - COMMON PLEAS - CASE#2016CP1001143

RESTORATION SPECIALISTS LLC
1042-A E MONTAGUE AVE
NORTH CHARLESTON, SC 29405

WELLS FARGO BANK, N.A.
www.wellsfargo.com
64-22/610

2303

PAY TO THE
ORDER OF

Metromont Corporation

\$307,290.12

DOLLARS

Three hundred seven thousand two hundred ninety & 12/100

MEMO

Augusta GA



AUTHORIZED SIGNATURE

⑈0000002303⑈

REDACTED

RESTORATION SPECIALISTS LLC

2303

RESTORATION SPECIALISTS LLC

2303

2303 ELECTRONICALLY FILED - 2022 Feb 01 3:34 PM CHARLESTON - COMMON PLEAS - CASE#2016CP1001143

RESTORATION SPECIALISTS LLC
1042-A E MONTAGUE AVE
NORTH CHARLESTON, SC 29405

WELLS FARGO BANK, N.A.
www.wellsfargo.com
64-22/610

2221

PAY TO THE
ORDER OF

American Elevator Company

070115
\$ 22,637.00

Twenty two thousand six hundred thirty seven & 00/100

DOLLARS

MEMO

Augusta VA



AUTHORIZED SIGNATURE

⑈0000002231⑈

REDACTED

RESTORATION SPECIALISTS LLC

2221

RESTORATION SPECIALISTS LLC

2221

ELECTRONICALLY FILED - 2022 Feb 01 3:34 PM - CHARLESTON - COMMON PLEAS - CASE#2016CP1001143

RESTORATION SPECIALISTS LLC
1042-A E MONTAGUE AVE
NORTH CHARLESTON, SC 29405

WELLS FARGO BANK, N.A.
www.wellsfargo.com
64-22/610

2235

PAY TO THE
ORDER OF

American Elevator Company Inc

070615
\$15,500.⁰⁰

DOLLARS

Fifteen thousand five hundred & no/100

MEMO

Augusta VA (Hole Driller)



⑈000000 2235⑈

REDACTED

RESTORATION SPECIALISTS LLC

2235

RESTORATION SPECIALISTS LLC

2235

ELECTRONICALLY FILED - 2022 Feb 01 3:34 PM - CHARLESTON - COMMON PLEAS - CASE#2016CP1001143

RESTORATION SPECIALISTS LLC
1042-A E MONTAGUE AVE
NORTH CHARLESTON, SC 29405

WELLS FARGO BANK, N.A.
www.wellsfargo.com
64-22/610

229

PAY TO THE
ORDER OF

American Elevator Company

082415
\$15,500.

DOLLARS

Fifteen thousand five hundred + no/1001

MEMO

Jackhole final payment



AUTHORIZED SIGNATURE

⑈0000002299⑈

REDACTED

RESTORATION SPECIALISTS LLC

229

RESTORATION SPECIALISTS LLC

229

UPS Store (Service)
2803 Wrightboro Rd #15
Aynite Ga 30909

ELECTRONICALLY FILED - 2022 Feb 01 3:34 PM - CHARLESTON - COMMON PLEAS - CASE#2016CP1081143

RESTORATION SPECIALISTS LLC
1042-A E MONTAGUE AVE
NORTH CHARLESTON, SC 29405

WELLS FARGO BANK, N.A.
www.wellsfargo.com
64-22/610

2369

PAY TO THE
ORDER OF

American Elevator Company

111315

\$ 108,886.70

One hundred eight thousand eight hundred eighty six & 90/100

DOLLARS

MEMO

Augusta VA



AUTHORIZED SIGNATURE

⑈0000002369⑈

REDACTED

RESTORATION SPECIALISTS LLC

2369

RESTORATION SPECIALISTS LLC

2369

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RESTORATION SPECIALISTS LLC
1042-A E MONTAGUE AVE
NORTH CHARLESTON, SC 29405

WELLS FARGO BANK, N.A.
www.wellsfargo.com
64-22/610

223

PAY TO THE
ORDER OF

Geo Wave Solutions Inc

070515
\$ 800.00

DOLLARS

Eight hundred & no/100

MEMO

Augusta VA



AUTHORIZED SIGNATURE

⑈0000002237⑈

REDACTED

RESTORATION SPECIALISTS LLC

223

RESTORATION SPECIALISTS LLC

223

ELECTRONICALLY FILED - 2022 Feb 01 3:34 PM - CHARLESTON - COMMON PLEAS - CASE#2016CP1001143

RESTORATION SPECIALISTS LLC
1042-A E MONTAGUE AVE
NORTH CHARLESTON, SC 29405

WELLS FARGO BANK, N.A.
www.wellsfargo.com
64-22/610

2510

PAY TO THE
ORDER OF

Satchel

032916
\$ 700.⁰⁰

Seven hundred & no/100⁰⁰

DOLLARS

MEMO

Aynsda VA



⑈0000002510⑈

REDACTED

RESTORATION SPECIALISTS LLC

2510

RESTORATION SPECIALISTS LLC

2510

ELECTRONICALLY FILED - 2022 Feb 01 3:34 PM - CHARLESTON - COMMON PLEAS - CASE#2016CP1001143

RESTORATION SPECIALISTS LLC
1020 B E MONTAGUE AVE
NORTH CHARLESTON, SC 29405-4917

WELLS FARGO BANK, N.A.
www.wellsfargo.com
64-22/610

19

PAY TO THE
ORDER OF

Richmond Concrete

121714
\$ 25,000.00

Twenty five thousand & ¹²/₁₀₀ —

DOARS

MEMO

Draw 1



⑈0000001913⑈

REDACTED

RESTORATION SPECIALISTS LLC

19

RESTORATION SPECIALISTS LLC

19

ELECTRONICALLY FILED - 2022 Feb 01 3:34 PM - CHARLESTON - COMMON PLEAS - CASE#2016CP1001143

RESTORATION SPECIALISTS LLC
1020 B E MONTAGUE AVE
NORTH CHARLESTON, SC 29405-4917

WELLS FARGO BANK, N.A.
www.wellsfargo.com
64-22/610

1934

PAY TO THE
ORDER OF

Richmond Concrete LLC

011415
\$ 54,621.88

Fifty four thousand six hundred twenty one & 88/100s

DOLLARS

MEMO Less 10%



REDACTED

⑈0000001934⑈

RESTORATION SPECIALISTS LLC

1934

RESTORATION SPECIALISTS LLC

1934

ELECTRONICALLY FILED - 2022 Feb 01 3:34 PM - CHARLESTON - COMMON PLEAS - CASE#2016CP1001143

RESTORATION SPECIALISTS LLC
1042-A E MONTAGUE AVE
NORTH CHARLESTON, SC 29405

WELLS FARGO BANK, N.A.
www.wellsfargo.com
64-22/610

2250

PAY TO THE
ORDER OF

Richmond Concrete, LLC

072015
\$ 8846.88

Eight thousand eight hundred forty six & 88/100 -

DOLLARS

MEMO

Ayuda VA



REDACTED

⑈0000002250⑈

RESTORATION SPECIALISTS LLC

2250

RESTORATION SPECIALISTS LLC

2250

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RESTORATION SPECIALISTS LLC
1020 B E MONTAGUE AVE
NORTH CHARLESTON, SC 29405-4917

WELLS FARGO BANK, N.A.
www.wellsfargo.com
64-22/610

1960

PAY TO THE
ORDER OF

Berkel & Company Contractors, Inc

011615
\$ 63,000.00

Sixty three thousand & no/100

DOLLARS

MEMO Augusta VA



AUTHORIZED SIGNATURE

REDACTED

⑈000000⑈1960⑈

RESTORATION SPECIALISTS LLC

1960

RESTORATION SPECIALISTS LLC

1960

ELECTRONICALLY FILED - 2022 Feb 01 3:34 PM - CHARLESTON - COMMON PLEAS - CASE#2016CP1001143

RESTORATION SPECIALISTS LLC
1042-A E MONTAGUE AVE
NORTH CHARLESTON, SC 29405

WELLS FARGO BANK, N.A.
www.wellsfargo.com
64-22/610

208

PAY TO THE
ORDER OF

Berkel & Company Contractors, Inc

032015

\$ 469,800.00

DOLLARS

Four hundred sixty nine thousand eight hundred & no/100; -

MEMO

Dec Invoice



⑈0000002085⑈

REDACTED

RESTORATION SPECIALISTS LLC

208

RESTORATION SPECIALISTS LLC

208

2169 S. 142 Street

PO Box 335

Benner Springs, Kansas 66012

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RESTORATION SPECIALISTS LLC
1042-A E MONTAGUE AVE
NORTH CHARLESTON, SC 29405

WELLS FARGO BANK, N.A.
www.wellsfargo.com
64-22/610

2211

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PAY TO THE
ORDER OF

Berkel & Company Contractors

061015
\$ 27,656.⁰⁰

DOLLARS

Twenty seven thousand six hundred fifty six & 10/100

MEMO

Augusta VA



APPROVED SIGNATURE

⑈0000002211⑈

REDACTED

RESTORATION SPECIALISTS LLC

2211

RESTORATION SPECIALISTS LLC

2211

RESTORATION SPECIALISTS LLC
1020 B E MONTAGUE AVE
NORTH CHARLESTON, SC 29405-4917

WELLS FARGO BANK, N.A.
www.wellsfargo.com
64-22/610

1887

PAY TO THE
ORDER OF

Tupperway Site work

082914
\$ 162,375.00

One hundred sixty two thousand three hundred seventy five and 00/100 DOLLARS

MEMO

Augusta VA



REDACTED

AUTHORIZED SIGNATURE

⑈0000001807⑈

RESTORATION SPECIALISTS LLC

1887

RESTORATION SPECIALISTS LLC

1887

Tupperway Site works

082914
\$ 162,375.00

Augusta VA

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RESTORATION SPECIALISTS LLC
1020 B E MONTAGUE AVE
NORTH CHARLESTON, SC 29405-4917

WELLS FARGO BANK, N.A.
www.wellsfargo.com
64-22/610

1872

PAY TO THE
ORDER OF

Tupperway Siteworks

102817
\$ 34,746.00

Thirty four thousand seven hundred forty six + 50/100's DOLLARS

MEMO Balance of Payapp 2



REDACTED

⑈0000001872⑈

RESTORATION SPECIALISTS LLC

1872

10/08/14
CK 1843 \$100,000.00
10/17/14
CK 1857 \$50,000.00

LMP100 M/P CHECK

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RESTORATION SPECIALISTS LLC
1020 B E MONTAGUE AVE
NORTH CHARLESTON, SC 29405-4917

WELLS FARGO BANK, N.A.
www.wellsfargo.com
64-22/610

1885

PAY TO THE
ORDER OF

Tipperary Site works

111314
\$172,632.50

One hundred seventy two thousand six hundred thirty two and 50/100

DOLLARS

MEMO App 3 Temp Lot



AUTHORIZED SIGNATURE

REDACTED

⑈0000001885⑈

RESTORATION SPECIALISTS LLC

1885

Holding 10k by VA for Grease

RESTORATION SPECIALISTS LLC

1885

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RESTORATION SPECIALISTS LLC
1020 B E MONTAGUE AVE
NORTH CHARLESTON, SC 29405-4917

WELLS FARGO BANK, N.A.
www.wellsfargo.com
64-22/610

191

PAY TO THE
ORDER OF

Tipperway Siteworks

121514
\$ 158,069.45

One hundred fifty eight thousand six hundred ninety and 45/100

DOLLARS

MEMO VA Garage Pay App 1



ALL FORCED SIGNATURE

⑈0000001912⑈

REDACTED

RESTORATION SPECIALISTS LLC

191

125 White Fern Ln
Summerville SC 29483

RESTORATION SPECIALISTS LLC



191

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RESTORATION SPECIALISTS LLC
1020 B E MONTAGUE AVE
NORTH CHARLESTON, SC 29405-4917

WELLS FARGO BANK, N.A.
www.wellsfargo.com
64-22/610

1961

PAY TO THE
ORDER OF

Tupperware Siteworks

011615
\$ 59,249.00

Fifty nine thousand two hundred forty nine & 40/100 DOLLARS

MEMO

V.A. George Nov



AUTHORIZED SIGNATURE

REDACTED

⑈0000001961⑈

RESTORATION SPECIALISTS LLC

1961

RESTORATION SPECIALISTS LLC

1961

ELECTRONICALLY FILED - 2022 Feb 01 3:34 PM - CHARLESTON - COMMON PLEAS - CASE#2016CP1001143

RESTORATION SPECIALISTS LLC
1042-A E MONTAGUE AVE
NORTH CHARLESTON, SC 29405

WELLS FARGO BANK, N.A.
www.wellsfargo.com
64-22/610

2037

PAY TO THE
ORDER OF

Tupperway Siteworks
Six thousand & no/100's

031115
\$ 6000.⁰⁰

DOLLARS

MEMO

Charge Order



⑈0000002037⑈

REDACTED

RESTORATION SPECIALISTS LLC

2037

RESTORATION SPECIALISTS LLC

2037

031115

Tupperway

Charge Order

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RESTORATION SPECIALISTS LLC
1042-A E MONTAGUE AVE
NORTH CHARLESTON, SC 29405

WELLS FARGO BANK, N.A.
www.wellsfargo.com
64-22/610

2150

PAY TO THE
ORDER OF

Tupperway Siteworks

051515
\$29,025²⁸

DOLLARS

Twenty nine thousand twenty five & 28/100; —



MEMO

REDACTED

⑈0000002160⑈

RESTORATION SPECIALISTS LLC

2150

RESTORATION SPECIALISTS LLC

2150

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RESTORATION SPECIALISTS LLC
1042-A E MONTAGUE AVE
NORTH CHARLESTON, SC 29405

WELLS FARGO BANK, N.A.
www.wellsfargo.com
64-22/610

22 4

PAY TO THE
ORDER OF

Upperway Site works

062415
\$ 22,366.⁰⁰

Twenty two thousand three hundred sixty six ^{no}/₁₀₀ DOLLARS

MEMO Bal of March + April 2009


AUTHORIZED SIGNATURE

⑈0000002224⑈

REDACTED

RESTORATION SPECIALISTS LLC

22 4

RESTORATION SPECIALISTS LLC

22 4

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RESTORATION SPECIALISTS LLC
1042-A E MONTAGUE AVE
NORTH CHARLESTON, SC 29405

WELLS FARGO BANK, N.A.
www.wellsfargo.com
64-22/610

2249

PAY TO THE
ORDER OF

Tipperway Siteworks

072115
\$ 27,049.⁰⁰

DOLLARS

Twenty seven thousand forty nine & ⁰⁰/₁₀₀

MEMO

Augusta VA



AUTHORIZED SIGNATURE

REDACTED

⑈0000002249⑈

RESTORATION SPECIALISTS LLC

2249

RESTORATION SPECIALISTS LLC

2249

ELECTRONICALLY FILED - 2022 Feb 01 3:34 PM - CHARLESTON - COMMON PLEAS - CASE#2016CP1001143

RESTORATION SPECIALISTS LLC
1042-A E MONTAGUE AVE
NORTH CHARLESTON, SC 29405

WELLS FARGO BANK, N.A.
www.wellsfargo.com
64-22/610

2295

PAY TO THE
ORDER OF

Tupperway Site works

082115
\$ 39,267.93

Thirty nine thousand two hundred sixty seven and 93/100ths —

DOLLARS

MEMO May, CO 11 + 12



AUTHORIZED SIGNATURE

⑈0000002295⑈

REDACTED

RESTORATION SPECIALISTS LLC

2295

May 20, 198.99
CO 11 9568.94
CO 12 9500.00

RESTORATION SPECIALISTS LLC

2295

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RESTORATION SPECIALISTS LLC
1042-A E MONTAGUE AVE
NORTH CHARLESTON, SC 29405

WELLS FARGO BANK, N.A.
www.wellsfargo.com
64-22/610

2216

PAY TO THE
ORDER OF

Watts & Assoc. Roofing Inc

062515
\$ 8,614.⁰⁰

Eight thousand six hundred fourteen & ^{no}/₁₀₀

DOLLARS

MEMO

Augusta VA course


AUTHORIZED SIGNATURE

REDACTED

⑈0000002216⑈

RESTORATION SPECIALISTS LLC

2216

RESTORATION SPECIALISTS LLC

2216

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RESTORATION SPECIALISTS LLC
1042-A E MONTAGUE AVE
NORTH CHARLESTON, SC 29405

WELLS FARGO BANK, N.A.
www.wellsfargo.com
64-22/610

2327

PAY TO THE
ORDER OF

Watts + Associates Waterproofing LLC

092415
\$38,893.00

Thirty eight thousand eight hundred ninety three & 00/100

DO NOT WRITE IN THESE SPACES

MEMO Aqueduct VA



AUTHORIZED SIGNATURE

REDACTED

⑈0000002327⑈

RESTORATION SPECIALISTS LLC

2327

7416 Fairfield Rd
Columbia SC 29203

RESTORATION SPECIALISTS LLC

2327

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RESTORATION SPECIALISTS LLC
1020 B E MONTAGUE AVE
NORTH CHARLESTON, SC 29405-4917

WELLS FARGO BANK, N.A.
www.wellsfargo.com
64-22/610

1962

PAY TO THE
ORDER OF

CSRA

012015
\$ 10058.50

Ten thousand fifty eight & 50/100

DOLLARS

MEMO Augusta VA



AUTHORIZED SIGNATURE

REDACTED

⑈0000001962⑈

RESTORATION SPECIALISTS LLC

1962

RESTORATION SPECIALISTS LLC

1962

ELECTRONICALLY FILED - 2022 Feb 01 3:34 PM - CHARLESTON - COMMON PLEAS - CASE#2016CP1001143

RESTORATION SPECIALISTS LLC
1042-A E MONTAGUE AVE
NORTH CHARLESTON, SC 29405

WELLS FARGO BANK, N.A.
www.wellsfargo.com
64-22/810

2209

PAY TO THE
ORDER OF

CSRA Testing and Engineering

081815
\$ 22,445.00

Twenty two thousand four hundred forty five & 00/100

DOLLARS

MEMO Augusta VA



REDACTED

⑈0000002209⑈

RESTORATION SPECIALISTS LLC

2209

RESTORATION SPECIALISTS LLC

2209

ELECTRONICALLY FILED - 2022 Feb 01 3:34 PM - CHARLESTON - COMMON PLEAS - CASE#2016CP1001143

RESTORATION SPECIALISTS LLC
1042-A E MONTAGUE AVE
NORTH CHARLESTON, SC 29405

WELLS FARGO BANK, N.A.
www.wellsfargo.com
64-22/610

2359

PAY TO THE
ORDER OF

Haley Ray Pavement Marking

10291K
\$ 22,580.⁰⁰

Twenty two thousand five hundred eighty ¹⁰/₁₀₀

DOLLARS

MEMO

Augusta VA



AUTHORIZED SIGNATURE

⑈0000002359⑈

REDACTED

RESTORATION SPECIALISTS LLC

2359

RESTORATION SPECIALISTS LLC

2359

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NORTH CHARLESTON - COMMON PLEAS - CASE#2016CP1001143

RESTORATION SPECIALISTS LLC
1042-A E MONTAGUE AVE
NORTH CHARLESTON, SC 29405

WELLS FARGO BANK, N.A.
www.wellsfargo.com
64-22/610

2038

PAY TO THE
ORDER OF

Tripp Land Surveying, Inc

031115

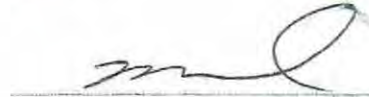
\$ 4301.25

Four thousand three hundred one &

25/100

DOLLARS

MEMO



AUTHORIZED SIGNATURE

⑈0000002038⑈

REDACTED

RESTORATION SPECIALISTS LLC

2038

RESTORATION SPECIALISTS LLC

2038

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RESTORATION SPECIALISTS LLC
1042-A E MONTAGUE AVE
NORTH CHARLESTON, SC 29405

WELLS FARGO BANK, N.A.
www.wellsfargo.com
64-22/610

2259

PAY TO THE
ORDER OF

Signaruma

080515
\$39,346.⁰⁰

DOLLARS

Thirty nine thousand three hundred forty six & ^{no}/₁₀₀ —

MEMO

Spurlock VA



AUTHORIZED SIGNATURE

REDACTED

⑈0000002259⑈

RESTORATION SPECIALISTS LLC

2259

Rich Heaton
607 Broughton St
Orangeburg SC 29115

RESTORATION SPECIALISTS LLC

2259

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RESTORATION SPECIALISTS LLC
1042-A E MONTAGUE AVE
NORTH CHARLESTON, SC 29405

WELLS FARGO BANK, N.A.
www.wellsfargo.com
64-22/610

2/26

PAY TO THE
ORDER OF

Century Glass

092415
\$19,480.⁰⁰

me
Nineteen thousand four hundred eighty + 50/100

DOLLAR.

MEMO

Augusta VA



FULLY PRINTED SIGNATURE

⑈0000002326⑈

REDACTED

RESTORATION SPECIALISTS LLC

2/26

4059 Broad River Rd
Columbia SC 29210

RESTORATION SPECIALISTS LLC

2/26

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RESTORATION SPECIALISTS LLC
1042-A E MONTAGUE AVE
NORTH CHARLESTON, SC 29405

WELLS FARGO BANK, N.A.
www.wellsfargo.com
64-22/610

2533

PAY TO THE
ORDER OF

Klosinski Overstreet, LLP

051716
\$21,246.25

Twenty one thousand two hundred forty six & 25/100, —

DOLLARS

MEMO JAM (Aquatic VA)



AUTHORIZED SIGNATURE

⑈0000002533⑈

REDACTED

RESTORATION SPECIALISTS LLC

2533

RESTORATION SPECIALISTS LLC

2533

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RESTORATION SPECIALISTS LLC
1042-A E MONTAGUE AVE
NORTH CHARLESTON, SC 29405

WELLS FARGO BANK, N.A.
www.wellsfargo.com
64-22/610

2556

PAY TO THE
ORDER OF

Klosinski Overstreet, LLP

060916
\$ 21,246.06

DOLLARS

Twenty one thousand two hundred forty six & 20/100

MEMO

JAM Cayuga VA



AUTHORIZED SIGNATURE

⑈0000002556⑈ 1

REDACTED

RESTORATION SPECIALISTS LLC

2556

Attn Charles Wills
7 George C Wilson Ct
Aynuta VA 30909

RESTORATION SPECIALISTS LLC

2556

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RESTORATION SPECIALISTS LLC
1042-A E MONTAGUE AVE
NORTH CHARLESTON, SC 29405

WELLS FARGO BANK, N.A.
www.wellsfargo.com
64-22/610

2423

PAY TO THE
ORDER OF

Hanover Insurance Group

052016
\$ 10,000.00

DOLLARS

Ten thousand & no/100

MEMO

Bond Claim Payment 1


AUTHORIZED SIGNATURE

REDACTED

⑈0000002423⑈

RESTORATION SPECIALISTS LLC

2423

RESTORATION SPECIALISTS LLC

2423

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RESTORATION SPECIALISTS LLC
1042-A E MONTAGUE AVE
NORTH CHARLESTON, SC 29405

WELLS FARGO BANK, N.A.
www.wellsfargo.com
64-22/610

2557

PAY TO THE
ORDER OF

Hamover Insurance Group

060916
\$10,000.00

Ten thousand & 00/100

DOLLARS

MEMO

Bond Claim Payment 2



AUTHORIZED SIGNATURE

REDACTED

⑈0000002557⑈

RESTORATION SPECIALISTS LLC

2557

James Rudnick Esq
101 West Elm St. Ste 650
Conshohocken, PA 19428

RESTORATION SPECIALISTS LLC

2557

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RESTORATION SPECIALISTS LLC
1042-A E MONTAGUE AVE
NORTH CHARLESTON, SC 29405

WELLS FARGO BANK, N.A.
www.wellsfargo.com
64-22/610

2555

PAY TO THE
ORDER OF

Amano McGraw Inc

060916
\$27,910.⁰⁰

Twenty seven thousand nine hundred ten &

05/10/01

DOLLARS

MEMO

Ayarta VA Garage



AUTHORIZED SIGNATURE

⑈0000002555⑈

REDACTED

RESTORATION SPECIALISTS LLC

2555

Timothy Watts
2699 Patton Rd
Minneapolis MN 55113

RESTORATION SPECIALISTS LLC

2555

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1859

WELLS FARGO BANK, N.A.
www.wellsfargo.com
64-22810

RESTORATION SPECIALISTS LLC
1020 B E MONTAGUE AVE
NORTH CHARLESTON, SC 29405-4917

102314
\$ 34,187.42
42/100's DOLLARS

PAY TO THE
ORDER OF

PC G, LLC

Thirty four thousand one hundred eight seven &

MEMO

Agate VA Temp Lot



REDACTED

⑆0000001859⑆

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Details on Back
Security Features Included

269 11/07/2014 202 11 10

for Deposit Only

RESTORATION SPECIALISTS LLC
1042-A E MONTAGUE AVE
NORTH CHARLESTON, SC 29405

WELLS FARGO BANK, N.A.
www.wellsfargo.com
64 227610

2574

PAY TO THE
ORDER OF

Hanover

071216
\$ 10,000.00

Ten thousand & no/100;

DOLLARS

MEMO

July Payment

[Signature]
AUTHORIZED SIGNATURE

REDACTED

⑈0000002574⑈

RESTORATION SPECIALISTS LLC

2574

RESTORATION SPECIALISTS LLC

2574

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

BPA NO. _____ 1. CONTRACT ID CODE _____ PAGE 1 OF PAGE 2

2. AMENDMENT/MODIFICATION NO. P00012
 3. EFFECTIVE DATE 10-20-2015
 4. REQUISITION/PURCHASE REQ. NO. 509-12-1-0111-0001
 5. PROJECT NO.(If applicable) 509-325

6. ISSUED BY CODE _____
 Department of Veterans Affairs
 VISN 7 Network Contracting Activity
 501 Greene Street
 Hatcher Building - Suite 2
 Augusta GA 30901
 7. ADMINISTERED BY (If other than Item 6) CODE _____
 Department of Veterans Affairs
 VISN 7 Network Contracting Activity
 501 Greene Street
 Hatcher Building - Suite 2
 Augusta GA 30901

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
 RESTORATION SPECIALISTS, LLC
 1201 MCCORMICK ST
 SAVANNAH GA 314042318
 CODE _____ FACILITY CODE _____
 (X) 9A. AMENDMENT OF SOLICITATION NO. _____
 9B. DATED (SEE ITEM 11) _____
 10A. MODIFICATION OF CONTRACT/ORDER NO. VA247-12-C-0035
 10B. DATED (SEE ITEM 13) 04-07-2012

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Increase \$5,255.25
 509Z20001

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(X) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
 B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
 X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: VAAR 852.236.88 Contract Changes-Supplement
 FAR 52.243-4 Changes
 D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE PAGE 2 FOR FURTHER INFORMATION

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)
 15B. CONTRACTOR/OFFEROR
 (Signature of person authorized to sign)
 15C. DATE SIGNED
 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
 BONITA FLOYD-ROSS
 Contracting Officer
 16B. UNITED STATES OF AMERICA
 BY _____
 (Signature of Contracting Officer)
 16C. DATE SIGNED

Contract VA247-12-C-0035
Modification P00012
Page 2
25 September 2015

The purpose of Modification P00012 is to address a change in Government requirements to replace existing IP addressable phone system in the Blue Light Emergency Call Boxes with analog call phone system. Pricing is in accordance with Restoration Specialists, LLC proposal dated 16 September 2015 and approved by the VA on 24 September 2015. As a result, Modification P00012 to Contract VA247-12-C-0035 will increase contract price by \$5,255.25 and change contract completion date to 30 October 2015.

Contract Performance Period Is Increased By Twenty Nine Calendar Days from One Thousand Two Hundred Forty Three (1243) Calendar Days To One Thousand Two Hundred Seventy Two (1272) Calendar Days.

Contract Completion Date Is Increased From 01 October 2015 To 30 October 2015.

Contract Period of Performance Is Updated To Read 7 May 2012 To 30 October 2015.

Line Item Amount Is Increased By \$5,255.25.

Total Line Item Amount Is Changed From \$8,194,028.71 to \$8,199,283.96.

All Other Terms Remain Unchanged.

This modification represents a complete equitable adjustment for all costs, direct and indirect, associated with the work and time agreed to herein, including but not limited to, all costs incurred for extended overhead, supervision of work, labor inefficiencies, and this change's impact on unchanged work.

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Change Order

PROJECT (Name and address): Contract No.: VA247-12-C-0035 Charlie Norwood VAMC Parking Garage 950 15 th Street Augusta, GA 30901	CHANGE ORDER NUMBER: 001 DATE: August 17, 2015 ARCHITECT'S CONTRACTOR'S PROJECT NUMBER: 1401-111200-011 SUBCONTRACT DATE: September 10, 2014 SUBCONTRACT FOR: Parking Garage Equipment	OWNER: <input type="checkbox"/> ARCHITECT: <input type="checkbox"/> CONTRACTOR: <input type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input checked="" type="checkbox"/>
TO SUBCONTRACTOR (Name and address): Amano McGann, Inc. 2915 Courtyards Drive Norcross, GA 30071 jason.bard@amanomcgann.com		

THE SUBCONTRACT IS CHANGED AS FOLLOWS:
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)
 This change order is for the following:
 Labor and material to install 1 Nexus Lite Controller without Touch Screen, 1 Gate, Dual detector, 2'x6' Sawed-in Detector Loops, Pedestal, 12' straight aluminum gate arm. (as per the attached proposal #Q-00006545 from Amano McGann, Inc., dated 8/13/15)

The original Subcontract Sum was	\$ 14,747.85
The net change by previously authorized Change Orders	\$ 0.00
The Subcontract Sum prior to this Change Order was	\$ 14,747.85
The Subcontract Sum will be increased by this Change Order in the amount of	\$ 4,904.43
The new Subcontract Sum including this Change Order will be	\$ 19,652.28

The Subcontract Time will be increased by Zero (0) days.
 The date of Substantial Completion as of the date of this Change Order therefore is

NOTE: This Change Order does not include changes in the ~~Contract Sum~~, ~~Contract Subcontract Sum~~, ~~Subcontract Time~~ or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the ~~Owner~~, ~~Subcontractor~~ and Contractor. In which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, SUBCONTRACTOR AND CONTRACTOR AND OWNER.

AMANO MCGANN, INC. ARCHITECT SUBCONTRACTOR (Firm name) 2915 Courtyards Drive Norcross GA 30071 ADDRESS BY (Signature) Jason Barth (Typed name) 8/21/2015 DATE	RESTORATION SPECIALISTS, LLC CONTRACTOR (Firm name) 1042-A East Montague Ave. Charleston, SC 29405 ADDRESS BY (Signature) Dennis Schumm - Executive Director (Typed name) 8/17/15 DATE	OWNER (Firm name) ADDRESS BY (Signature) (Typed name) DATE
---	--	--

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Document G701™ – 2001

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Change Order

PROJECT (Name and address): Contract No.: VA247-12-C-0035 Charlie Norwood VAMC Parking Garage 950 15 th Street Augusta, GA 30901	CHANGE ORDER NUMBER: 004 DATE: 11/5/15	OWNER: <input type="checkbox"/> ARCHITECT: <input type="checkbox"/> CONTRACTOR: <input type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input checked="" type="checkbox"/>
TO SUBCONTRACTOR (Name and address): American Elevator Company 120 C Pigeon Bay Road Summerville, SC 29484	ARCHITECT'S CONTRACTOR'S PROJECT NUMBER: 1401-142400-018 SUBCONTRACT DATE: September 10, 2014 SUBCONTRACT FOR: Elevator	

THE SUBCONTRACT IS CHANGED AS FOLLOWS:
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)
 This change order is for the following:
 Deduct for expedited air freight. \$-17,545.00
 Add on for fire caulking for penetrations in the elevator. \$352.00

The original Subcontract Sum was	\$	232,177.00
The net change by previously authorized Change Orders	\$	14,966.83
The Subcontract Sum prior to this Change Order was	\$	247,143.83
The Subcontract Sum will be decreased by this Change Order in the amount of	\$	17,193.00
The new Subcontract Sum including this Change Order will be	\$	229,950.83

The Subcontract Time will be increased by Zero (0) days.
 The date of Substantial Completion as of the date of this Change Order therefore is

NOTE: This Change Order does not include changes in the ~~Contract Sum, Contract-Subcontract Sum, Subcontract Time or Guaranteed Maximum Price~~ which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the ~~Owner-Subcontractor~~ and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, SUBCONTRACTOR AND CONTRACTOR AND OWNER.

<u>AMERICAN ELEVATOR CO.</u> ARCHITECT SUBCONTRACTOR (Firm name) 120C Pigeon Bay Road Summerville, SC 29484 ADDRESS BY (Signature) Rich Easler (Typed name) DATE	<u>RESTORATION SPECIALISTS, LLC</u> CONTRACTOR (Firm name) 1042-A East Montague Ave. Charleston, SC 29405 ADDRESS  BY (Signature) Dennis Schumm - Executive Director (Typed name) 11/05/15 DATE	OWNER (Firm name) ADDRESS BY (Signature) (Typed name) DATE
--	---	--

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 User Notes: (1094927474)

AIA Document G701™ - 2001

Change Order

PROJECT (Name and address): Contract No.: VA247-12-C-0035 Charlie Norwood VAMC Parking Garage 950 13 th Street Augusta, GA 30901	CHANGE ORDER NUMBER: 001 DATE: August 10, 2015	OWNER: <input type="checkbox"/> ARCHITECT: <input type="checkbox"/> CONTRACTOR: <input type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input checked="" type="checkbox"/>
TO SUBCONTRACTOR (Name and address): Baker Roofing Company 7154 Cross County Road North Charleston, SC 29418	ARCHITECT'S CONTRACTOR'S PROJECT NUMBER: 1401-009103-024 SUBCONTRACT DATE: May 22, 2015 SUBCONTRACT FOR: Roofing	

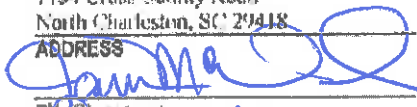
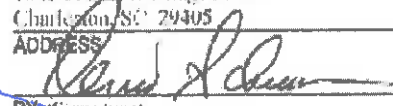
THE SUBCONTRACT IS CHANGED AS FOLLOWS:
(Include, where applicable, any impact of amount attributable to previously executed Construction Change Directives.)
This change order is for the following:
Labor and material to provide and install wood nailer (1800)

The original Subcontract Sum was	\$	21,158.00
The not change by previously authorized Change Order	\$	0.00
The Subcontract Sum prior to this Change Order was	\$	21,158.00
The Subcontract Sum will be increased by this Change Order in the amount of	\$	810.00
The new Subcontract Sum including this Change Order will be	\$	21,968.00

The Subcontract Time will be increased by Zero (0) days.
The date of Substantial Completion as of the date of this Change Order therefore is

NOTE: This Change Order does not include changes in the Contract Sum, Contract Subcontract Sum, Subcontract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner, Subcontractor and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, SUBCONTRACTOR AND CONTRACTOR AND OWNER.

<u>BAKER ROOFING COMPANY</u> ARCHITECT SUBCONTRACTOR (Firm name) 7154 Cross County Road North Charleston, SC 29418 ADDRESS  BY (Signature) <u>JAMES McDONALD</u> (Typed name) 8/10/15 DATE	<u>RESTORATION SPECIALISTS, LLC</u> CONTRACTOR (Firm name) 1042-A East Montague Ave. Charleston, SC 29405 ADDRESS  BY (Signature) <u>Denina Schumm - Executive Director</u> (Typed name) DATE	<u>OWNER</u> (Firm name) ADDRESS BY (Signature) (Typed name) DATE
---	--	--

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CHANGE ORDER

Baker Roofing Company
 7154 Cross County Road
 North Charleston, SC 29418
 843-300-4838 FAX

Owner's Name	Restoration Specialists	Phone	Date	8/3/2015
Street	1020-B East Montague Street	Job Name	VAMC Parking Garage	
City	N Charleston	State	SC	Street
Contract #		Contract Date		City
				Augusta
			State	GA

Attention: **Dennis Schumm**
 Project: **VAMC Parking Garage**

Inclusions: Provide and Install wood nailor (180 f)

*Includes Labor / Material

Additional Charge For Above Work Is: \$810.00 **TOTAL:** \$ 21,968.00

Payment will be made as follows:

Above additional work to be performed under same conditions as specified in original contract unless otherwise stipulated.

Date _____ Authorizing Signature _____
(Owner Signs Here)

We hereby agree to furnish labor and materials - complete in accordance with the above specifications, at above state price.

Authorized Signature _____ Date _____
(Contractor Signs Here)

This Is Change Order No. 1

Note: This Revision becomes part of, and in conformance with, the existing contract.
 *Please be advised we cannot take further action until we receive this signed authorization via fax or mail.

AIA® Document G701™ – 2001

Change Order

PROJECT (Name and address): Contract No.: VA247-12-C-0035 Charlie Norwood VAMC Parking Garage 950 15 th Street Augusta, GA 30901	CHANGE ORDER NUMBER: 002 DATE: January 21, 2015	OWNER: <input type="checkbox"/> ARCHITECT: <input type="checkbox"/> CONTRACTOR: <input type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input checked="" type="checkbox"/>
TO SUBCONTRACTOR (Name and address): Berkel and Company Contractors Inc. P.O. Box 335 Bonner Springs, KS 66012	ARCHITECT'S CONTRACTOR'S PROJECT NUMBER: 1401-311316-004 SUBCONTRACT DATE: September 5, 2014 SUBCONTRACT FOR: Auger Cast	

THE SUBCONTRACT IS CHANGED AS FOLLOWS:

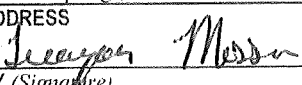
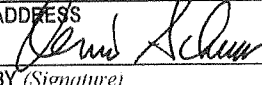
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)
This change order is for the following:
Remobilization \$29,000.00 and additional piles \$13,600.00.

The original Subcontract Sum was	\$ 585,000.00
The net change by previously authorized Change Orders	\$ 27,656.00
The Subcontract Sum prior to this Change Order was	\$ 612,656.00
The Subcontract Sum will be increased by this Change Order in the amount of	\$ 42,600.00
The new Subcontract Sum including this Change Order will be	\$ 655,256.00

The Subcontract Time will be increased by Zero (0) days.
The date of Substantial Completion as of the date of this Change Order therefore is

NOTE: This Change Order does not include changes in the ~~Contract Sum, Contract Subcontract Sum, Subcontract Time~~ or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the ~~Owner-Subcontractor~~ and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, SUBCONTRACTOR AND CONTRACTOR AND OWNER.

BERKEL AND COMPANY CONTRACTORS, INC.	RESTORATION SPECIALISTS, LLC	
ARCHITECT SUBCONTRACTOR (Firm name)	CONTRACTOR (Firm name)	OWNER (Firm name)
P.O. Box 335 Bonner Springs, KS 66012	1042-A East Montague Ave. Charleston, SC 29409	
ADDRESS	ADDRESS	ADDRESS
		
BY (Signature)	BY (Signature)	BY (Signature)
Treagon Messer	Dennis Schumm - Executive Director	
(Typed name)	(Typed name)	(Typed name)
1-23-2015		
DATE	DATE	DATE

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User Notes:

Dennis Schumm

From: Treagon Messer <tmesser@berkelapg.com>
Sent: Tuesday, January 20, 2015 10:23 AM
To: Dennis Schumm
Subject: RE: VA Augusta Garage - STR Revision 2

Dennis,

I sent our surveyor to your site this morning to help evaluate the situation. What you described to me yesterday was a situation with piles that were out of location due to Berkel not being provided REV 2, however as it turns out REV 2 had added some piles that were not installed (Roughly 8). With this new information I agree with your structural engineer that piles should be added. It is relatively simple to make piles work that are out of location however when a group of piles are missing that is another story altogether.

I will begin working on when I can get you a rig back to site and help get this cleaned up for you. In the interim please find out exactly how many additional piles are needed and issues a Change order. It is imperative that you gather this information quickly because I will have to get cages built and crane permits ordered.

Additional Mobilization- \$29,000.00
Additional piles- \$1,675.00/EA

Berkel C.O. # 2

	↓	
Remobilization		\$ 29,000.00
Additional Piles		<u>13,600.00</u>
TOTAL		\$42,600.00

From: Dennis Schumm [mailto:dennis@restspec.com]
Sent: Monday, January 19, 2015 5:10 PM
To: Treagon Messer
Subject: FW: VA Augusta Garage - STR Revision 2

Try these!

Dennis Schumm
Director of Construction
Restoration Specialists, LLC



HUBZone Certified / SDVOSB Verified

1020-B East Montague Ave.
N. Charleston, SC 29405
843-277-2059 (Office)
843-200-2167 (Cell)
843-789-3135 (Fax)
dennis@restspec.com (Email)

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF 2

PAGES

TO CONTRACTOR:

Restoration Specialist
1020 -B Montaque Ave.
Charleston, SC 29405

PROJECT:

Charlie Norwood
VAMC Parking garage
Augusta, SC

APPLICATION NO:

2
RETAINAGE

Distribution to:

OWNER
 ARCHITECT
 CONTRACTOR

PERIOD TO: 7/31/15

FROM SUBCONTRACTOR:

Century Glass
4049 Broad River Road
Columbia, SC 29210

VIA ARCHITECT:

Structured Parking Solutions

PROJECT NOS:

CONTRACT aluminum storefront, glass and glazing

CONTRACT DATE: 10/10/14

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	\$	21,645.00
2. Net change by Change Orders	\$	
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	21,645.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	21,645.00
5. RETAINAGE:		
a. 0 % of Completed Work (Column D + E on G703)	\$	0.00
b. 10 % of Stored Material (Column F on G703)	\$	0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	21,645.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	21,645.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	19,480.50
8. CURRENT PAYMENT DUE	\$	2,164.50
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	0.00

CONTRACTOR:

By: C. David Ash Date: 7/24/15

State of: South Carolina County of: Richland
Subscribed and sworn to before me this 24th day of July 2015
Notary Public: Carrie H. Sumner
My Commission expires: 07-13-2020

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.

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	

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CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

APPLICATION NO: 2 RETAINAGE

Contractor's signed certification is attached.

APPLICATION DATE: 7/24/2015

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

PERIOD TO: 7/31/2015

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

ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D	E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)			TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
1	aluminum framing - exterior	\$5,400.00	\$5,400.00		\$0.00	\$5,400.00	100.00%	\$0.00	\$540.00
2	exterior glass	\$5,400.00	\$5,400.00		\$0.00	\$5,400.00	100.00%	\$0.00	\$540.00
3	exterior framing/glass installation	\$7,500.00	\$7,500.00		\$0.00	\$7,500.00	100.00%	\$0.00	\$750.00
4	misc sealant, equipment rental	\$3,345.00	\$3,345.00		\$0.00	\$3,345.00	100.00%	\$0.00	\$334.50
GRAND TOTALS		\$21,645.00	\$21,645.00	\$0.00	\$0.00	\$21,645.00		\$0.00	\$2,164.50

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4275 Arco Lane
Suite G
North Charleston, SC 29418
Tel: 843-302-0101 Fax: 843-302-0105

Quote # : **4138713**
Quote Date : **Jul 9, 2015**
Expiration Date : **Oct 7, 2015**

Customer:
Restoration Specialists LLC
1042A East Montague Ave
North Charleston, SC 29405

Ship To:
Augusta VA Parking Garage
1 Freedom Way
August , GA 30904

Account Code : 109729
Terms : Net 30 Days
Customer Job # :
Salesperson : Charles Williams
Order Name : Norwood VA Parking Garage

Purchase Order # :
Shipped Via : Direct Shipment

Jack 843-200-0501

Qty Product Description

22 Fire Extinguisher B456-10LB-ABC DRY CHEMICAL

Pre-Tax Total	:	2,178.00
10067 - GA-GEORGIA STATE TAX	:	87.12
10542 - GA-Richmond County (+T eff : 1/1/13)	:	65.34
11360 - GA-Richmond Co Transportation	:	21.78
Quote Total	:	2,352.24

These were not part of original quote so we need another C.O.

Dennis

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csra TESTING AND ENGINEERING COMPANY, INC.

1005 Emmett Street, Suite A
 Augusta, GA 30904
 706-733-6960
 706-737-0629 fax

Statement

To:
Restoration Specialists 1042 A Montague Avenue North Charleston, SC 29405 Attn: Dennis Schumm

Date
12/31/2014

Date	Transaction				Amount	Balance
06/29/2014	Balance forward					0.00
07/31/2014	INV #31376. Due 08/30/2014.				3,060.00	3,060.00
08/31/2014	INV #31488. Due 09/30/2014.				1,590.00	4,650.00
09/30/2014	INV #31617. Due 10/30/2014.				2,342.50	6,992.50
10/31/2014	INV #31738. Due 11/30/2014.				1,170.00	8,162.50
11/30/2014	INV #31836. Due 12/30/2014.				1,896.00	10,058.50
12/31/2014	INV #31949. Due 01/30/2015.				8,496.00	18,554.50
CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due	
8,496.00	1,896.00	1,170.00	2,342.50	4,650.00	\$18,554.50	
<p>**Please make checks payable to CSRA Testing and Engineering Co., Inc. - Now accepting MasterCard, Visa, and Discovery.** <i>If amount is not paid within agreeable terms, this will be turned over to Transworld Recovery Systems, Inc.</i></p>						

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csra TESTING AND ENGINEERING COMPANY, INC.

1005 Emmett Street, Suite A
 Augusta, GA 30904
 706-733-6960
 706-737-0629 fax

Bill To:

Restoration Specialists
 1042 A Montague Avenue
 North Charleston, SC 29405
 Attn: Dennis Schumm

Invoice

Invoice Date:	7/31/2014
Due Date:	8/30/2014
Invoice No.:	31376

P.O. No.	Terms
	Net 30-1.5% Finance

Date	Description	Report No.	Project	QTY	Rate	Amount
7/15/2014	Standard Proctor (each)	T14-Y35	Uptown VA	1	125.00	125.00
7/15/2014	Standard Proctor (each)	T14-Y29	Parking Garage	1	125.00	125.00
7/15/2014	Pick Up Soil Sample (per hour)	C. Odom		1	80.00	80.00
7/21/2014	Field Density (each)	T14-Y84		6	70.00	420.00
7/22/2014	Field Density (each)	T14-Z04		3	70.00	210.00
7/22/2014	Field Density (each)	T14-Z17		10	70.00	700.00
7/23/2014	Field Density (each)	T14-Z27		3	70.00	210.00
7/23/2014	Field Density (each)	T14-Z39		3	70.00	210.00
7/24/2014	Field Density (each)	T14-Z49		5	70.00	350.00
7/29/2014	Field Density (each)	T14-AA41		3	70.00	210.00
7/30/2014	Field Density (each)	T14-AA34		6	70.00	420.00
					Current Invoice Amount	\$3,060.00

Please make checks payable to CSRA Testing and Engineering Co., Inc. - Now accepting MasterCard, Visa, and Discover!
 If amount is not paid within agreeable terms, this will be turned over to Transworld Recovery Systems, Inc.

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TESTING AND ENGINEERING COMPANY, INC.

1005 Emmett Street, Suite A
 Augusta, GA 30904
 706-733-6960
 706-737-0629 fax

Bill To:

Restoration Specialists
 1042 A Montague Avenue
 North Charleston, SC 29405
 Attn: Dennis Schumm

Invoice

Invoice Date:	8/31/2014
Due Date:	9/30/2014
Invoice No.:	31488

P.O. No.	Terms
	Net 30-1.5% Finance

Date	Description	Report No.	Project	QTY	Rate	Amount
8/6/2014	Field Density (each)	T14-BB43	VA Uptown	3	70.00	210.00
8/14/2014	Field Density (each)	T14-CC92	Augusta, GA	11	70.00	770.00
8/14/2014	Proofroll Observation (per hour)	T14-CC91		2	80.00	160.00
8/15/2014	Proofroll Observation (per hour)	T14-CC93		3	80.00	240.00
8/19/2014	Field Density (each)	T14-EE93		3	70.00	210.00

Current Invoice Amount \$1,590.00

*Please make checks payable to CSRA Testing and Engineering Co., Inc. - Now accepting MasterCard, Visa, and Discover!
 If amount is not paid within agreeable terms, this will be turned over to Transworld Recovery Systems, Inc.*

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TESTING AND ENGINEERING COMPANY, INC.

1005 Emmett Street, Suite A
Augusta, GA 30904
706-733-6960
706-737-0629 fax

Bill To:

Restoration Specialists
1042 A Montague Avenue
North Charleston, SC 29405
Attn: Dennis Schumm

Invoice

Invoice Date:	9/30/2014
Due Date:	10/30/2014
Invoice No.:	31617

P.O. No.**Terms**

Net 30-1.5% Finance

Date	Description	Report No.	Project	QTY	Rate	Amount
8/29/2014	Proofroll Observation (per hour)	T14-EE16	Uptown VA	3	80.00	240.00
9/3/2014	Technician on Site (per hour)	T14-II05		8	80.00	640.00
9/4/2014	Technician on Site (per hour)	T14-II06		8.5	75.00	637.50
9/5/2014	Asphalt Coring (per hour)	T14-HH96		3	150.00	450.00
9/8/2014	Asphalt Density (each)	T14-HH96		4	70.00	280.00
9/10/2014	Extraction/Gradation (each)	T14-HH95		1	95.00	95.00
					Current Invoice Amount	\$2,342.50

Please make checks payable to CSRA Testing and Engineering Co., Inc. - Now accepting MasterCard, Visa, and Discover!
If amount is not paid within agreeable terms, this will be turned over to Transworld Recovery Systems, Inc.

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TESTING AND ENGINEERING COMPANY, INC.

1005 Emmett Street, Suite A
Augusta, GA 30904
706-733-6960
706-737-0629 fax

Bill To:

Restoration Specialists
1042 A Montague Avenue
North Charleston, SC 29405
Attn: Dennis Schumm

Invoice

Invoice Date:	10/31/2014
Due Date:	11/30/2014
Invoice No.:	31738

P.O. No.

Terms

Net 30-1.5% Finance

Date	Description	Report No.	Project	QTY	Rate	Amount
10/22/2014	Preconstruction Meeting (per hour)	J. Pope	VA Parking Deck	2	65.00	130.00
10/23/2014	Special Inspections (per hour)	T14-LL18	Augusta, GA	8	80.00	640.00
10/24/2014	Special Inspections (per hour)	T14-KK87	(Downtown)	5	80.00	400.00

Current Invoice Amount \$1,170.00

Please make checks payable to CSRA Testing and Engineering Co., Inc. - Now accepting MasterCard, Visa, and Discover!
If amount is not paid within agreeable terms, this will be turned over to Transworld Recovery Systems, Inc.

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TESTING AND ENGINEERING COMPANY, INC.

1005 Emmett Street, Suite A
Augusta, GA 30904
706-733-6960
706-737-0629 fax

Bill To:

Restoration Specialists
1042 A Montague Avenue
North Charleston, SC 29405
Attn: Dennis Schumm

Invoice

Invoice Date:	11/30/2014
Due Date:	12/30/2014
Invoice No.:	31836

P.O. No.**Terms**

Net 30-1.5% Finance

Date	Description	Report No.	Project	QTY	Rate	Amount
11/3/2014	Special Inspections (per hour)	T14-NN22	Downtown VA Parking	8	80.00	640.00
11/4/2014	Special Inspections (per hour)	T14-NN23		8	80.00	640.00
11/5/2014	Special Inspections (per hour)	T14-NN24		6	80.00	480.00
11/21/2014	Concrete Compression (per set)	C14-P19		1	68.00	68.00
11/21/2014	Concrete Compression (per set)	C14-P18		1	68.00	68.00

Current Invoice Amount \$1,896.00

Please make checks payable to CSRA Testing and Engineering Co., Inc. - Now accepting MasterCard, Visa, and Discover!
If amount is not paid within agreeable terms, this will be turned over to Transworld Recovery Systems, Inc.

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csra TESTING AND ENGINEERING COMPANY, INC.

1005 Emmett Street, Suite A
 Augusta, GA 30904
 706-733-6960
 706-737-0629 fax

Bill To:

Restoration Specialists
 1042 A Montague Avenue
 North Charleston, SC 29405
 Attn: Dennis Schumm

Invoice

Invoice Date:	12/31/2014
Due Date:	1/30/2015
Invoice No.:	31949

				P.O. No.		Terms	
						Net 30-1.5% Finance	
Date	Description	Report No.	Project	QTY	Rate	Amount	
12/2/2014	Special Inspections (per hour)	T14-QQ42	Downtown VA	8	80.00	640.00	
12/2/2014	Special Inspections (per hour-OT)	T14-QQ42	Parking Deck	2	120.00	240.00	
12/3/2014	Special Inspections (per hour)	T14-QQ47			80.00	80.00	
12/3/2014	Special Inspections (per hour-OT)	T14-QQ47		1.5	120.00	180.00	
12/4/2014	Special Inspections (per hour)	T14-QQ69		8	80.00	640.00	
12/4/2014	Special Inspections (per hour-OT)	T14-QQ69		1	120.00	120.00	
12/5/2014	Special Inspections (per hour)	T14-QQ89		8	80.00	640.00	
12/5/2014	Special Inspections (per hour-OT)	T14-QQ89		1	120.00	120.00	
12/8/2014	Special Inspections (per hour)	T14-RR13		8	80.00	640.00	
12/8/2014	Special Inspections (per hour-OT)	T14-RR13		1.5	120.00	180.00	
12/9/2014	Special Inspections (per hour)	T14-RR37		8	80.00	640.00	
12/9/2014	Special Inspections (per hour-OT)	T14-RR37		3	120.00	360.00	
12/10/2014	Special Inspections (per hour)	T14-RR44		8	80.00	640.00	
12/10/2014	Special Inspections (per hour-OT)	T14-RR44		2.5	120.00	300.00	
12/11/2014	Special Inspections (per hour)	T14-RR76		8	80.00	640.00	
12/12/2014	Special Inspections (per hour)	T14-RR77		8	80.00	640.00	
12/15/2014	Special Inspections (per hour)	T14-TT03		8	80.00	640.00	
12/15/2014	Special Inspections (per hour-OT)	T14-TT03		2.5	120.00	300.00	
12/16/2014	Special Inspections (per hour)	T14-TT04		8	80.00	640.00	
12/30/2014	Concrete Compression (each)	C14-Q56		6	18.00	108.00	
12/31/2014	Concrete Compression (each)	C14-Q67		6	18.00	108.00	

Current Invoice Amount \$8,496.00

Please make checks payable to CSRA Testing and Engineering Co., Inc. - Now accepting MasterCard, Visa, and Discover!
 If amount is not paid within agreeable terms, this will be turned over to Transworld Recovery Systems, Inc.

ELECTRONICALLY FILED - 2022 Feb 01 3:34 PM - CHARLESTON - COMMON PLEAS - CASE#2016CP1001143

CSRA TESTING & ENGINEERING
1005 EMMETT ST STE A
AUGUSTA, GA 30904
(706) 733-6960
MID 118788290403424

*Paid attached
invoices.
AMEX*

Merchant ID: 068290403424
Record Num.: 0001

Phone Order Sale

XXXXXXXXXXXX1004

Exp: XX/XX

AMEX

Entry Method: Keyed CNP

Total:

USD\$ 12,689.50

11/06/15

08:11:57

~~CALL CENTER~~

*This is the
one that
didn't go
through.
They have
a new credit machine
and it didn't work.*



TESTING AND ENGINEERING COMPANY, INC.

1005 Emmett Street, Suite A
Augusta, GA 30904
706-733-6960
706-737-0629 fax

PAID
5/11/15

Total all invoices:
\$ 12,689.50
AMEX

Bill To:
Restoration Specialists 1042 A Montague Avenue North Charleston, SC 29405 Attn: Dennis Schumm

Invoice

Invoice Date:	5/31/2015
Due Date:	6/30/2015
Invoice No.:	32597

Field Density Testing: 330.00
Concrete Testing: 2,240.00
Rebar Inspections: 160.00

P.O. No.	Terms
	Net 30-1.5% Finance

Date	Description	Report No.	Project	QTY	Rate	Amount
5/4/2015	Field Density (each)	T15-P38	VA Downtown Parking	3	55.00	165.00
5/5/2015	Mold Concrete Cylinders (per hour)	D. Turner		3	65.00	195.00
5/6/2015	Pick Up Concrete Cylinders (per hour)	D. Turner		1	65.00	65.00
5/7/2015	Concrete Compression (per set)	C15-D85		1	68.00	68.00
5/11/2015	7-Day Concrete Compression (each)	C15-E99		1	18.00	18.00
5/12/2015	7-Day Concrete Compression (each)	C15-F01		1	18.00	18.00
5/12/2015	7-Day Concrete Compression (each)	C15-E96		1	18.00	18.00
5/13/2015	Special Inspections (per hour)	T15-R18		4	80.00	320.00
5/13/2015	7-Day Concrete Compression (each)	C15-E97		1	18.00	18.00
5/13/2015	Mold Concrete Cylinders (per hour)	B. Baynham		5	65.00	325.00
5/14/2015	7-Day Concrete Compression (each)	C15-E35		1	18.00	18.00
5/14/2015	Concrete Compression (per set)	C15-E27		1	68.00	68.00
5/14/2015	Pick Up Concrete Cylinders (per hour)	B. Baynham		1	65.00	65.00
5/19/2015	Special Inspections (per hour)	T15-R81		5	80.00	400.00
5/19/2015	Concrete Compression (per set)	C15-E46		1	68.00	68.00
5/20/2015	Mold Concrete Cylinders (per hour)	B. Baynham		4	65.00	260.00
5/26/2015	Mold Concrete Cylinders (per hour)	D. Nelson		3	65.00	195.00
5/27/2015	7-Day Concrete Compression (each)	C15-F76		1	18.00	18.00
5/27/2015	Mold Concrete Cylinders (per hour)	D. Nelson		3	65.00	195.00
5/28/2015	Concrete Compression (per set)	C15-E98		1	68.00	68.00
5/28/2015	Field Density (each)	T15-T77		3	55.00	165.00

Current Invoice Amount \$2,730.00

Please make checks payable to CSRA Testing and Engineering Co., Inc. - Now accepting MasterCard, Visa, and Discover!
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TESTING AND ENGINEERING COMPANY, INC.

1005 Emmett Street, Suite A
Augusta, GA 30904
706-733-6960
706-737-0629 fax

PAID
6/11/15

Bill To:

Restoration Specialists
1042 A Montague Avenue
North Charleston, SC 29405
Attn: Dennis Schumm

Invoice

Invoice Date:	6/30/2015
Due Date:	7/30/2015
Invoice No.:	32756

P.O. No.	Terms
	Net 30-1.5% Finance

Date	Description	Report No.	Project	QTY	Rate	Amount
5/28/2015	Mold Concrete Cylinders (per hour)	D. Nelson	VA Downtown	6	65.00	390.00
5/29/2015	Mold Concrete Cylinders (per hour)	D. Nelson	Parking Deck	3	65.00	195.00
6/1/2015	Field Density (per hour)	T15-T51	Augusta, GA	5	58.50	292.50
6/1/2015	Concrete Compression (per set)	C15-E99		1	68.00	68.00
6/1/2015	Mold Concrete Cylinders (per hour)	J. Day		3	65.00	195.00
6/2/2015	Concrete Compression (per set)	C15-E96		1	68.00	68.00
6/2/2015	Concrete Compression (per set)	C15-E95		1	68.00	68.00
6/2/2015	Mold Concrete Cylinders (per hour)	D. Nelson		7	65.00	455.00
6/3/2015	Concrete Compression (per set)	C15-E97		1	68.00	68.00
6/3/2015	Field Density (per hour)	T15-T93		1	55.00	55.00
6/3/2015	Mold Concrete Cylinders (per hour)	D. Nelson		3	65.00	195.00
6/4/2015	Mold Concrete Cylinders (per hour)	D. Turner		6	65.00	390.00
6/4/2015	Concrete Compression (per set)	C15-F35		1	68.00	68.00
6/8/2015	Field Density (per hour)	T15-U62		13	55.00	715.00
6/9/2015	Mold Concrete Cylinders (OT) (per hour)	D. Nelson		6	97.50	585.00
6/9/2015	Mold Concrete Cylinders (per hour)	D. Nelson		2	65.00	130.00
6/10/2015	Concrete Compression (per set)	C15-F46		1	68.00	68.00
6/10/2015	Pick Up Concrete Cylinders (per hour)	D. Nelson		1	65.00	65.00
6/11/2015	Mold Concrete Cylinders (per hour)	D. Nelson		3	65.00	195.00
6/11/2015	7-Day Concrete Compression (each)	C15-G47		1	18.00	18.00
6/11/2015	7-Day Concrete Compression (each)	C15-G48		1	18.00	18.00
6/15/2015	Field Density (per hour)	T15-W63		11	55.00	605.00
6/16/2015	Mold Concrete Cylinders (OT) (per hour)	D. Nelson		7.5	97.50	731.25
6/16/2015	Concrete Compression (per set)	C15-F68		1	68.00	68.00
6/17/2015	Concrete Compression (per set)	C15-F76		1	68.00	68.00
6/18/2015	Mold Concrete Cylinders (per hour)	J. Day		3	65.00	195.00

Current Invoice Amount

Please make checks payable to CSRA Testing and Engineering Co., Inc. - Now accepting MasterCard, Visa, and Discover!
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TESTING AND ENGINEERING COMPANY, INC.

1005 Emmett Street, Suite A
Augusta, GA 30904
706-733-6960
706-737-0629 fax

Bill To:

Restoration Specialists
1042 A Montague Avenue
North Charleston, SC 29405
Attn: Dennis Schumm

Invoice

Invoice Date:	6/30/2015
Due Date:	7/30/2015
Invoice No.:	32756

P.O. No.	Terms
	Net 30-1.5% Finance

Date	Description	Report No.	Project	QTY	Rate	Amount
6/19/2015	Pick Up Concrete Cylinders (per hour)	J. Day		1	65.00	65.00
6/22/2015	Field Density (per hour)	T15-X97		6	55.00	330.00
6/23/2015	7-Day Concrete Compression (each)	C15-H28		1	18.00	18.00
6/23/2015	7-Day Concrete Compression (each)	C15-H27		1	18.00	18.00
6/23/2015	7-Day Concrete Compression (each)	C15-H25		1	18.00	18.00
6/23/2015	7-Day Concrete Compression (each)	C15-H26		1	18.00	18.00
6/23/2015	7-Day Concrete Compression (each)	C15-H24		1	18.00	18.00
6/23/2015	Concrete Compression (per set)	C15-F96		1	68.00	68.00
6/23/2015	Mold Concrete Cylinders (OT) (per hour)	D. Nelson		6.5	97.50	633.75
6/24/2015	Concrete Compression (per set)	C15-F97		1	68.00	68.00
6/24/2015	Pick Up Concrete Cylinders (per hour)	D. Nelson		1	65.00	65.00
6/25/2015	7-Day Concrete Compression (each)	C15-H51		1	18.00	18.00
6/25/2015	Concrete Compression (per set)	C15-G16		1	68.00	68.00
6/26/2015	Concrete Compression (per set)	C15-G21		1	68.00	68.00
6/26/2015	Concrete Compression (per set)	C15-G22		1	68.00	68.00
6/26/2015	Concrete Compression (per set)	C15-G23		1	68.00	68.00
6/29/2015	Concrete Compression (per set)	C15-G34		1	68.00	68.00
6/30/2015	Concrete Compression (per set)	C15-G30		1	68.00	68.00
6/30/2015	Concrete Compression (per set)	C15-G31		1	68.00	68.00
6/30/2015	Concrete Compression (per set)	C15-G32		1	68.00	68.00
6/30/2015	Concrete Compression (per set)	C15-G29		1	68.00	68.00
					Current Invoice Amount	\$7,918.50

Please make checks payable to CSRA Testing and Engineering Co., Inc. - Now accepting MasterCard, Visa, and Discover!
If amount is not paid within agreeable terms, this will be turned over to Transworld Recovery Systems, Inc.

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TESTING AND ENGINEERING COMPANY, INC.

1005 Emmett Street, Suite A
Augusta, GA 30904
706-733-6960
706-737-0629 fax

PAID
11/6/15

Bill To:

Restoration Specialists
1042 A Montague Avenue
North Charleston, SC 29405
Attn: Dennis Schumm

Invoice

Invoice Date:	8/31/2015
Due Date:	9/30/2015
Invoice No.:	33053

P.O. No.	Terms
	Net 30-1.5% Finance

Date	Description	Report No.	Project	QTY	Rate	Amount
8/5/2015	Concrete Compression (per set)	C15-J38	VA Downtown		68.00	68.00

Current Invoice Amount \$68.00

Please make checks payable to CSRA Testing and Engineering Co., Inc. - Now accepting MasterCard, Visa, and Discover!
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TESTING AND ENGINEERING COMPANY, INC.

1005 Emmett Street, Suite A
Augusta, GA 30904
706-733-6960
706-737-0629 fax

PAID
7/11/6/15

Bill To:

Restoration Specialists
1042 A Montague Avenue
North Charleston, SC 29405
Attn: Dennis Schumm

Invoice

Invoice Date:	7/31/2015
Due Date:	8/30/2015
Invoice No.:	32875

P.O. No.	Terms
	Net 30-1.5% Finance

Date	Description	Report No.	Project	QTY	Rate	Amount
7/1/2015	Concrete Compression (per set)	C15-G41	VA Downtown	1	68.00	68.00
7/2/2015	Concrete Compression (per set)	C15-G48		1	68.00	68.00
7/2/2015	Concrete Compression (per set)	C15-G47		1	68.00	68.00
7/7/2015	Concrete Compression (per set)	C15-G74		1	68.00	68.00
7/7/2015	Concrete Compression (per set)	C15-G75		1	68.00	68.00
7/7/2015	Concrete Compression (per set)	C15-G73		1	68.00	68.00
7/7/2015	Concrete Compression (per set)	C15-G76		1	68.00	68.00
7/7/2015	Concrete Compression (per set)	C15-G77		1	68.00	68.00
7/7/2015	Concrete Compression (per set)	C15-G72		1	68.00	68.00
7/8/2015	Special Inspections (per hour)	T15-Z25		3	80.00	240.00
7/9/2015	Concrete Compression (per set)	C15-G98		1	68.00	68.00
7/9/2015	Pick Up Concrete Cylinders (per hour)	D. Nelson		1	65.00	65.00
7/14/2015	Concrete Compression (per set)	C15-H24		1	68.00	68.00
7/14/2015	Concrete Compression (per set)	C15-H25		1	68.00	68.00
7/14/2015	Concrete Compression (per set)	C15-H26		1	68.00	68.00
7/14/2015	Concrete Compression (per set)	C15-H27		1	68.00	68.00
7/14/2015	Concrete Compression (per set)	C15-H28		1	68.00	68.00
7/14/2015	Concrete Compression (per set)	C15-F01		1	68.00	68.00
7/16/2015	Concrete Compression (per set)	C15-H51		1	68.00	68.00
7/21/2015	Concrete Compression (per set)	C15-H96		1	68.00	68.00
7/21/2015	Concrete Compression (per set)	C15-H94		1	68.00	68.00
7/21/2015	Concrete Compression (per set)	C15-H93		1	68.00	68.00
7/21/2015	Concrete Compression (per set)	C15-H95		1	68.00	68.00
7/29/2015	Special Inspections (per hour)	T15-CC38		3	80.00	240.00

Current Invoice Amount \$1,973.00

Please make checks payable to CSRA Testing and Engineering Co., Inc. - Now accepting MasterCard, Visa, and Discover!
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AIA Document G701™ – 2001

Change Order

PROJECT (Name and address):
Contract No.: VA247-12-C-0035
Charlie Norwood VAMC Parking Garage
950 15th Street
Augusta, GA 30901

CHANGE ORDER NUMBER: 001
DATE: August 19, 2015

OWNER:
ARCHITECT:
CONTRACTOR:
FIELD:
OTHER:

TO SUBCONTRACTOR (Name and address):
Division Five, Inc.
P.O. Box 880
Hollywood, SC 29449-0880
(843) 889-1199

ARCHITECT'S CONTRACTOR'S PROJECT NUMBER:
1401-051200-013
SUBCONTRACT DATE: September 11, 2015
SUBCONTRACT FOR: Structural Steel

THE SUBCONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

This change order is for the following:

Additional plates & studs, 5" & 6" bollards and 1 5x5 Headache Sign Frame. (See attached quote from Division Five dated 8/17/15.)

The original Subcontract Sum was	\$	44,230.03
The net change by previously authorized Change Orders	\$	0.00
The Subcontract Sum prior to this Change Order was	\$	44,230.03
The Subcontract Sum will be increased by this Change Order in the amount of	\$	3,303.00
The new Subcontract Sum including this Change Order will be	\$	47,533.03

The Subcontract Time will be increased by Zero (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is

NOTE: This Change Order does not include changes in the ~~Contract Sum, Contract-Subcontract Sum, Subcontract Time or Guaranteed Maximum Price~~ which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the ~~Owner-Subcontractor~~ and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, SUBCONTRACTOR AND CONTRACTOR AND OWNER.

DIVISION FIVE, INC.
ARCHITECT SUBCONTRACTOR (Firm name)

P.O. Box 880
Hollywood, SC 29449-0880
ADDRESS

Roy Prescott
BY (Signature)
Roy Prescott
(Typed name)

DATE

RESTORATION SPECIALISTS, LLC
CONTRACTOR (Firm name)

1042-A East Montague Ave.
Charleston, SC 29405
ADDRESS

Dennis Schumm
BY (Signature)
Dennis Schumm - Executive Director
(Typed name)

8/19/15
DATE

OWNER (Firm name)

ADDRESS

BY (Signature)

(Typed name)

DATE

DIVISION FIVE, INC.

STRUCTURAL STEEL FABRICATORS
 6300 METALS ROAD
 P.O. BOX 880
 HOLLYWOOD, SC 29449-0880
 PH: (843) 889-1199 FAX: (843) 889-6562

INVOICE

INVOICE DATE	INVOICE NO.	PAGE
8/17/2015	3694	

SOLD TO

Restoration Specialists, LLC
 1020-B East Montague Avenue
 N. Charleston, SC 29405

SHIPPED TO

Charlie Norwood VAMC Parking Garage
 950 15th Street
 Augusta, GA 30901

JOB NO.	CUSTOMER P.O. NUMBER	TERMS	SHIP VIA	F.O.B.
15-102		Net 30	Our Truck	Freight Allowed
QUANTITY	DESCRIPTION			AMOUNT
	<u>Extras to Contract</u>			
4	L 8x8 w/Stiff, Plates & Studs - delivered 7/23/15			\$500.00
3	Pipe Bollards 5" Dia. w/Base Plate - delivered 7/15/15			
4	Pipe Bollards 6" Dia. x 6'-0 Straight - delivered 7/15/15			
			Lot	\$1,100.00
1	HSS 5x5 Headache Sign Frame - deliver week of 8/17/15			\$1,703.00
			Total Extras	\$3,303.00
 ** Buyer Responsible for GA Sales Tax ** 				
 <i>We need a change order to Division Five sent out Wed.</i> 				

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Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
 Individual/sole proprietor or single-member LLC
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
 Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
 6 City, state, and ZIP code

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

			-			-				
--	--	--	---	--	--	---	--	--	--	--

or

Employer identification number

		-								
--	--	---	--	--	--	--	--	--	--	--

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



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Document G701™ – 2001

Change Order

PROJECT (Name and address):

Contract No.: VA247-12-C-0035
Charlie Norwood VAMC Parking Garage
950 15th Street
Augusta, GA 30901

CHANGE ORDER NUMBER: 003

DATE: October 1, 2015

OWNER:

ARCHITECT:

CONTRACTOR:

FIELD:

OTHER:

TO SUBCONTRACTOR (Name and address):

Georgia Drywall Inc.
4499 Columbia Road
Suite 1
Martinez, GA 30907
(706) 799-4228

ARCHITECT'S CONTRACTOR'S PROJECT NUMBER:

1401-099100-024

SUBCONTRACT DATE: April 14, 2015

SUBCONTRACT FOR: Ceiling Tile / Painting

THE SUBCONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

This change order is for the following:

Labor, material and equipment to prep and paint headache bar \$334.00

Labor, material and equipment to prep and paint 2 bollards \$100.00

Labor, material and equipment to repaint CMU \$467.00

Paint patches on concrete beams supporting 2nd floor

Repaint 8 bollards

Touchup CMU in office \$350.00

The original Subcontract Sum was

\$ 13,500.00

The net change by previously authorized Change Orders

\$ 672.00

The Subcontract Sum prior to this Change Order was

\$ 14,172.00

The Subcontract Sum will be increased by this Change Order in the amount of

\$ 1,251.00

The new Subcontract Sum including this Change Order will be

\$ 15,423.00

The Subcontract Time will be increased by Zero (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is

NOTE: This Change Order does not include changes in the ~~Contract Sum, Contract Subcontract Sum, Subcontract Time or Guaranteed Maximum Price~~ which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the ~~Owner-Subcontractor~~ and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, SUBCONTRACTOR AND CONTRACTOR AND OWNER.

GEORGIA DRYWALL INC.

ARCHITECT SUBCONTRACTOR (Firm name)

4499 Columbia Rd., Suite 1
Martinez, GA 30907

ADDRESS

BY (Signature)

(Typed name)

DATE

RESTORATION SPECIALISTS, LLC

CONTRACTOR (Firm name)

1042-A East Montague Ave
Charleston, SC 29405

ADDRESS

BY (Signature)

Dennis Schumm - Executive Director

(Typed name)

10/1/2015

DATE

OWNER (Firm name)

ADDRESS

BY (Signature)

(Typed name)

DATE

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User Notes:

(944075577)

#3

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Georgia Drywall Inc.

Drywall • Metal Studs • Acoustical Ceilings • EIFS • Stucco • Paint

Matthew B. Sternes

4499 Columbia Road
Suite 1
Martinez, GA 30907

(706) 799-4228
(706) 922-7684 Fax
gadwinc@comcast.net

CHANGE ORDER

To: Restoration Specialists
Attn: Jack
Date: 9/16/2015
Job: Charlie Norwood VAMC Parking Garage

- 1. Labor, material & equipment to prep and paint headache bar: \$334.00
- 2. Labor, material & equipment to prep and paint 2 bollards: \$100.00
- 3. Labor material & equipment to repaint CMU due to a complete disregard for a finished product: \$467.00

Total Price of This Change Order: \$901.00

Thanks,
Richard Pharris/Project Manager
Georgia Drywall, LLC
706-533-7612



Georgia Drywall Inc.

Drywall • Metal Studs • Acoustical Ceilings • EIFS • Stucco • Paint

#3

Matthew B. Sternes

4499 Columbia Road
Suite 1
Martinez, GA 30907

(706) 799-4228
(706) 922-7684 Fax
gadwinc@comcast.net

CHANGE ORDER

To: Restoration Specialists
Attn: Jack
Date: 9/30/2015
Job: VA Parking Deck

Labor, material and equipment to complete changes as noted:

1. Paint patches on concrete beams supporting 2nd floor.
2. Repaint 8 bollards.
3. Touchup CMU in office.

Total Price of This Change Order: \$350.00

Thanks,
Richard Pharris/Project Manager
Georgia Drywall, LLC
706-533-7612

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GeoWave Solutions, Inc.

4575 Ansley Lane
 Cumming, GA 30040

Invoice

Date	Invoice #
11/3/2014	1282

Bill To
Restoration Specialists 1020 East Montague Avenue North Charleston, SC 29405

sheyd@geowave^{solutions}.com

P.O. No.	Terms	Project
	Net 30	

Description	Qty	Serviced	Rate	Amount
Vibration Monitoring of Piling Operations - VA Hospital Parking Deck - Augusta, GA. Performed monitoring operations with two seismographs as requested.	1	10/23/2014	800.00	800.00

Thank you for your business.	Total	\$800.00
	Payments/Credits	\$0.00
	Balance Due	\$800.00

Phone #	Fax #
770-886-3776	770-886-7212

Web Site
geowavesolutions.com

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RESTORATION SPECIALISTS LLC
1042-A E MONTAGUE AVE
NORTH CHARLESTON, SC 29405

WELLS FARGO BANK, N.A.
www.wellsfargo.com
64-22/610

237
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PAY TO THE
ORDER OF


Geo Wave Solutions Inc

07055
\$ 806.⁰⁰

Eight hundred & ^{no}/100

MEMO

Augusta VA



AFTER DEPOSIT MADE

REDACTED

⑈0000002237⑈



COMPREHENSIVE LANDSCAPE PROPOSAL PREPARED FOR:

VAMC Parking Garage

Augusta GA

September 2, 2015

Pg. 1 of 1

DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
Additional Bermuda Sod	1	LS	700.00	\$700.00
Additional Irrigation	1	LS	750.00	\$750.00
				\$0.00
				\$0.00
				\$0.00
SUBTOTAL				\$1,450.00

PROJECT GRAND TOTAL: \$1,450.00

This quotation is based on provided drawings or onsite agreements. Quotation is good for forty-five (45) days from the date of this proposal due to seasonal plant prices. Any other work in the course of construction will be billed as extra work, via signed work orders.

Agreed to by:

Rody Jacobs
Jacobs Land Management, LLC

Restoration Specialist

Date

Date

Submitted by: Rody Jacobs (706)267-3050
Estimated by: Rody Jacobs
Jacobs Land Management, LLC

MANER

BUILDERS SUPPLY COMPANY & FENCE DIVISION

7188 Cross County Rd.N.Charleston,S.C.29423PN.(843)552-0242or 1-800-387-9617Fax(843)552-0293

To: Restoration Specialists (Attn: Dennis)

Re: Augusta VA Fence

09/03/15

Proposal I.

Furnish materials and labor to relocate 75' of existing chain link fence at New Baile St. and 50' of existing chain link fence at perimeter fence, install 50' of additional chain link fence, install 12' of additional ornamental fence, and install 1-13' gate, 1-15' gate and 1-6x6 walk gate. All new material will match existing fence. All posts will be set in concrete. This cost is additional to the original contract and we request a change order for the amount below.

Total cost fence/gates: \$ 3,800.00

Exclusions: A. Any clearing, grading, surveying of fence line

B. Location of underground utilities

C. Any electrical power or conduits

D. Any gate operators or access controls

E. Any vinyl slats or screen

F. Any bonds or permits

E. Anything not specifically mentioned in above proposal

Submitted by,

P.O.# _____

Michael E. Dennis

Fence Division Manager

Signature

MANER FENCE – “IT JUST MAKES SENSE”

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 5983-6RF

To Owner: Restoration Specialists, LLC
316 East Factors Walk

Project: 5983. Augusta VA Parking Garage

Application No.: 6

Distribution to:

Owner

Architect

Contractor

Savannah, GA 31404

Period To: 7/31/2015

From Contractor: Metromont Corporation
2802 White Horse Rd
Greenville, SC 29611

Via Architect:

Project Nos:

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	\$2,277,300.00
2. Net Change By Change Order	\$0.00
3. Contract Sum To Date	\$2,277,300.00
4. Total Completed and Stored To Date	\$2,277,300.00
5. Retainage:	
a. -6.16% of Completed Work	-140,298.40
b. 0.00% of Stored Material	140,298.40
Total Retainage	\$0.00
6. Total Earned Less Retainage	\$2,277,300.00
7. Less Previous Certificates For Payments	\$2,049,570.00
8. Current Payment Due	\$227,730.00
9. Balance To Finish, Plus Retainage	\$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: Metromont Corporation

By: [Signature] Date: 7/24/2015

State of: South Carolina
 Subscribed and sworn to before me this 24th day of July 2015
 Notary Public: [Signature]
 My Commission expires: [Signature]
 County of Pickens
 State of South Carolina
 Notary Public

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

AMOUNT CERTIFIED \$ 227,730.00

(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.

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	

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. : 6
 Application Date : 07/24/15
 To: 07/31/15
 Architect's Project No.:

Invoice #: 5983-6RF Contract : 5983. Augusta VA Parking Garage

A Item No.	B Description of Work	C Scheduled Value	D E Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	Retainage
			From Previous Application (D+E)	This Period In Place					
1	Engineering	124,878.00	124,878.00	0.00	0.00	124,878.00	100.00%	0.00	0.00
10	Girders/Beams	109,883.00	109,883.00	0.00	0.00	109,883.00	100.00%	0.00	0.00
20	Field Topped DT's	35,650.00	35,650.00	0.00	0.00	35,650.00	100.00%	0.00	0.00
21	Factory Topped DT's	649,214.00	649,214.00	0.00	0.00	649,214.00	100.00%	0.00	0.00
42	Spandrel Non-Grey	106,187.00	106,187.00	0.00	0.00	106,187.00	100.00%	0.00	0.00
45	Fascia Non-Grey	76,080.00	76,080.00	0.00	0.00	76,080.00	100.00%	0.00	0.00
46	Metrowall Vertical	40,551.00	40,551.00	0.00	0.00	40,551.00	100.00%	0.00	0.00
47	Metrowall Horizontal	110,069.00	110,069.00	0.00	0.00	110,069.00	100.00%	0.00	0.00
52	Column Non-Grey	96,775.00	96,775.00	0.00	0.00	96,775.00	100.00%	0.00	0.00
61	Wall Panel Non-Grey	83,876.00	83,876.00	0.00	0.00	83,876.00	100.00%	0.00	0.00
62	Flat Slabs	8,421.00	8,421.00	0.00	0.00	8,421.00	100.00%	0.00	0.00
64	Shear Walls	86,278.00	86,278.00	0.00	0.00	86,278.00	100.00%	0.00	0.00
90	Stair	40,813.00	40,813.00	0.00	0.00	40,813.00	100.00%	0.00	0.00
100	Haul	285,251.00	285,251.00	0.00	0.00	285,251.00	100.00%	0.00	0.00
104	Crane MOB	26,571.00	26,571.00	0.00	0.00	26,571.00	100.00%	0.00	0.00
105	Erection	370,187.00	370,187.00	0.00	0.00	370,187.00	100.00%	0.00	0.00
110	Field Finish/Patching	26,616.00	26,616.00	0.00	0.00	26,616.00	100.00%	0.00	0.00
Grand Totals		2,277,300.00	2,277,300.00	0.00	0.00	2,277,300.00	100.00%	0.00	0.00

WAIVER AND RELEASE UPON FINAL PAYMENT

STATE OF GEORGIA
COUNTY OF RICHMOND

THE UNDERSIGNED MECHANIC AND/OR MATERIALMAN HAS BEEN EMPLOYED BY RESTORATION SPECIALISTS LLC (NAME OF CONTRACTOR) TO FURNISH PRECAST CONCRETE (DESCRIBE MATERIALS AND/OR LABOR) FOR THE CONSTRUCTION OF IMPROVEMENTS KNOWN AS CHARLIE NORWOOD VAMC PARKING GARAGE (TITLE OF THE PROJECT OR BUILDING) WHICH IS LOCATED IN THE CITY OF AUGUSTA, COUNTY OF RICHMOND, AND IS OWNED BY DEPARTMENT OF VETERANS AFFAIRS / CHARLIE NORWOOD VAMC (NAME OF OWNER) AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

950 15TH STREET
AUGUSTA, GA 30901

(DESCRIBE THE PROPERTY UPON WHICH THE IMPROVEMENTS WERE MADE BY USING EITHER A METES AND BOUNDS DESCRIPTION, THE LAND LOT DISTRICT, BLOCK AND LOT NUMBER, OR STREET ADDRESS OF THE PROJECT.)

UPON THE RECEIPT OF THE SUM OF \$ 227,730.00, THE MECHANIC AND/OR MATERIALMAN WAIVES AND RELEASES ANY AND ALL LIENS OR CLAIMS OF LIENS IT HAS UPON THE FOREGOING DESCRIBED PROPERTY OR ANY RIGHTS AGAINST ANY LABOR AND/OR MATERIAL BOND ON ACCOUNT OF LABOR OR MATERIALS, OR BOTH, FURNISHED BY THE UNDERSIGNED TO OR ON ACCOUNT OF SAID CONTRACTOR FOR SAID PROPERTY.

GIVEN UNDER HAND AND SEAL THIS 24TH DAY OF JULY, 2015.

(SEAL) METROMONT CORPORATION
COMPANY NAME

[Signature]
SIGNATURE

KIM L. MOTE, PROJECT ADMINISTRATOR
NAME AND TITLE

[Signature]

(WITNESS
GREENVILLE, SC
(ADDRESS))



Penelope W. Skelton
Notary Public
State of South Carolina
County of Pickens
My Commission Expires: 11/27/16

NOTICE: WHEN YOU EXECUTE AND SUBMIT THIS DOCUMENT, YOU SHALL BE CONCLUSIVELY DEEMED TO HAVE BEEN PAID IN FULL THE AMOUNT STATED ABOVE, EVEN IF YOU HAVE NOT ACTUALLY RECEIVED SUCH PAYMENT, 60 DAYS AFTER THE DATE STATED ABOVE UNLESS YOU FILE EITHER AN AFFIDAVIT OF NONPAYMENT OR A CLAIM OF LIEN PRIOR TO THE EXPIRATION OF SUCH 60 DAY PERIOD. THE FAILURE TO INCLUDE THIS NOTICE LANGUAGE ON THE FACE OF THE FORM SHALL RENDER THE FORM UNENFORCEABLE AND INVALID AS A WAIVER AND RELEASE UNDER O.C.G.A. SECTION 44-14-366.

Peachtree

Project: 5942 / CHARLIE NORWOOD VAMC GAR Detail Page 2 of 2 Pages

Draw: 5942 - 00002

Continuation Sheet

Period Ending Date: 9/30/2015

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
10	Fabricated Material	107,835.00	107,835.00			107,835.00	100.00		
20	Installation	25,116.00	25,116.00			25,116.00	100.00		
25	Field Changes	2,238.00	2,238.00			2,238.00	100.00		
30	Rework Beams on Canopy E	777.00		777.00		777.00	100.00		

#3015 C.O.

Totals	135,966.00	135,189.00	777.00			135,966.00	100.00		
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Safety First.
And Performance Second to None.

Phillips Industrial Services Corp.
 Mail To: PO Box 37
 1841 Bushy Park Rd
 Goose Creek, SC 29445
 843-884-8566 Fax:843-884-7985

Invoice

Date	Invoice #
10/22/2015	8178

Bill To

Restoration Specialists
 1042 A East Montague Ave
 North Charleston, SC

P.O. No.	Terms	Job #	Project Mgr.
PO-9-2015-2	Net 30	15-3560-001	TCG
Description			Amount
Inject epoxy resin in elevator pit at VA Hospital Parking Lot, Augusta Georgia			3,921.03
Thank you for your business, Tony Giraldo Project Manager			
Please remit payment to the address above.			Total \$3,921.03

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Corporate Office : 1841 Bushy Park Road, Goose Creek, SC 29445
 Mailing Address : PO Box 37, Goose Creek, SC 29445
 Phone (843) 884-8566 Toll Free 800-293-7760 Fax (843) 884-7985
 WWW.PHILLIPSINDSVC.COM
 EMAIL: phillips@phillipsindsvc.com

DAILY DIARY
 CUSTOMER SIGN-OFF ON A DAILY BASIS

Customer: Restoration Specialties, LLC Date: 9/29/2015
 Contact: Justin Holsonback Job Title: seal water leaks in elevator pit
 Address: 1042 A East Montague Ave. Job #: VA247-12-C-0035
 City & State: North Charleston, SC PO #: 3560
 Phone: _____ Daily Diary #: PO-9-2015-2
 _____ 1

Name	Craft	S/T	Rate	Sub.	O/T	Rate	Sub.	
Luke L	Super	8	\$ 58.00	\$ 464.00		77.15		\$ 464.00
Corey W	Tech	8	\$ 35.00	\$ 280.00		46.55		\$ 280.00
	WF		\$ 42.50	\$ -		55.25		\$ -
	Safety		\$ 48.50				\$ -	
	Oper		\$ 37.50	\$ -		48.75		\$ -
	Tech		\$ 32.00	\$ -		41.60		\$ -
	Tech		\$ 32.00	\$ -			\$ -	\$ -
	Tech		\$ 32.00	\$ -		41.60		\$ -
Total								\$744.00

	Rate	Hours / Day	
Support truck # 138	125.00	1	\$ 125.00
5 gallons MEK, flush (SW Inv # 8361-1)	77.11	1.1	\$ 84.82
Prime Resins 900XLV product and supplies (inv# 34569)	1,652.01	1	\$ 1,817.21
			\$ -
		15%	\$ -
Per Diem	125.00	2	\$ 250.00
Hammer Drill	75.00	2	\$ 150.00
Mobe & Demob	600.00	1	\$ 600.00
Injector Pump and Tools	150.00	1	\$ 150.00
Total			\$ 3,177.03
Grand Total			\$ 3,921.03

Work Description:
 inject epoxy resin in elevator pit at VA Hospital Parking Lot, Augusta, GA



 Foreman's Signature

 Customer's Signature
 2022-001224 ROA
 Page 897

 Date
 RS00679

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Corporate Office : 1841 Bushy Park Road, Goose Creek, SC 29445
 Mailing Address : PO Box 37, Goose Creek, SC 29445
 Phone (843) 884-8566 Toll Free 800-293-7760 Fax (843) 884-7985
 WWW.PHILLIPSINDSVC.COM
 EMAIL: phillips@phillipsindsvc.com

DAILY DIARY
 CUSTOMER SIGN-OFF ON A DAILY BASIS

Customer: Restoration Specialties, LLC Date: 9/30/2015
 Contact: Justin Holsonback Job Title: seal water leaks in elevator pit
 Address: 1042 A East Montague Ave. Job #: VA247-12-C-0035
 City & State: North Charleston, SC PO #: PO-9-2015-2
 Phone: _____ Daily Diary #: 2

Name	Craft	S/T	Rate	Sub.	O/T	Rate	Sub.	
Luke L	Super	8	\$ 58.00	\$ 464.00		77.15		\$ 464.00
Corey W	Tech	8	\$ 35.00	\$ 280.00		46.55		\$ 280.00
	WF		\$ 42.50	\$ -		55.25		\$ -
	Safety		\$ 48.50				\$ -	
	Oper		\$ 37.50	\$ -		48.75		\$ -
	Tech		\$ 32.00	\$ -		41.60		\$ -
	Tech		\$ 32.00	\$ -			\$ -	\$ -
	Tech		\$ 32.00	\$ -		41.60		\$ -
Total								\$744.00

	Rate	Hours / Day	
Support truck # 138	125.00	1	\$ 125.00
5 gallons MEK, flush (SW Inv # 8361-1)			\$ -
Prime Resins 900XLV product and supplies (inv# 34569)			\$ -
			\$ -
			\$ -
Per Diem			\$ -
Hammer Drill	75.00	2	\$150.00
Mobe & Demob			\$ -
Injector Pump and Tools	150.00	1	\$ 150.00
Total			\$ 425.00
Grand Total			\$ 1,169.00

Work Description:
 inject epoxy resin in elevator pit at VA Hospital Parking Lot, Augusta, GA



 Foreman's Signature

 Customer's Signature
 2022-001224 ROA

 Date
 RS00680

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THE SHERWIN-WILLIAMS CO.
5350 RIVERS AVE
N CHARLESTON SC 29406 6260



SHERWIN-WILLIAMS.

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CHARGE INVOICE

No. 8361-1

Visit www.sherwin-williams.com
Store 2391
(843) 740-1363
JOB 22 SC SMALL MISC

ACCOUNT: 6752-3945-3

SHIPPED TO:

PAGE 1 OF 1
PO# 3560

PHILLIPS IN SVCE CORP/CHAS
PO BOX 37
GOOSE CREEK SC 29445 0037

PHILLIPS IND.
1841 BUSHY PARK ROAD
GOOSE CREEK SC 29445

DATE: 09/28/2015
TIME: 03:50 PM
2-6821
E55/14213

KATHY
(843) 884-8566

(843) 884-8566

TERMS: NET PAYMENT DUE ON OCT. 20TH

SALES NUMBER	SIZE	PRODUCT	DESCRIPTION	QTY	PRICE	VALUE
154-2414	5 GAL	R6K10E	MEK 5'S SW	5	14.28	71.40

Thank You
receipt required for refund

SUBTOTAL BEFORE TAX 71.40
8.000% SALES TAX: 1-412944507 5.71
CHARGE \$77.11

+ 10%
\$ 84.82

MERCHANDISE RECEIVED IN GOOD ORDER BY:
BONDS

5145
15-3560
DIE



PRIME RESINS, INC.
2291 PLUNKETT ROAD
CONYERS, GA 30012

Voice: 770-388-0626
Fax: 770-388-0936

INVOICE

Invoice Number: 34569
Invoice Date: Sep 28, 2015
Page: 1

Sales Order: 32998

Bill To:
PHILLIPS INDUSTRIAL SERVICES CORP
P.O. BOX 37
GOOSE CREEK, SC 29445
USA

Ship to:
Luke Lee
950 New Bailie Street
VA parking garage
AUGUSTA, GA 30901
843-296-2994

Customer ID	Customer PO	Payment Terms	
PHI-SC	Verbal - Mike Pilley	Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
MOORE	SOUTHEASTERN	9/28/15	10/28/15

Quantity	Item	Description	Unit Price	Amount
		SOUTHEASTERN PRO #845643363		
2.00	FG-900 XLV-5	Prime Flex 900 XLV - 5 Gallon Pail	421.20	842.40
2.00	FG-AC 640	3/8" Bang In Ports - Bag of 100 with 5/16" Nut Driver	95.00	190.00
1.00	FG-99-2-5	Prime Flex Eco Flush - 5 Gallon Pail	240.00	240.00
1.00	FG-AC 685-H	4500 PSI High Pressure Flow Control Valve for 1/4" Hose	175.00	175.00

5145
15-3560
D/E

VISIT US ON THE WEB AT "WWW.PRIMERESINS.COM"

Thank you, we appreciate your business

Check/Credit Memo No:

Subtotal	1,447.40
Sales Tax	115.79
Freight	88.82
Total Invoice Amount	1,652.01
Payment/Credit Applied	

TOTAL 1,652.01

In accordance with GA Code 13-11-17, Past Due invoices are subject to interest

+ 10%
\$ 1817.21

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Change Order

PROJECT (Name and address):

Contract No.: VA247-12-C-0035
Charlie Norwood VAMC Parking Garage
950 15th Street
Augusta, GA 30901

CHANGE ORDER NUMBER: 004

DATE: September 16, 2015

OWNER:

ARCHITECT:

CONTRACTOR:

FIELD:

OTHER:

TO SUBCONTRACTOR (Name and address):

Reserve Electrical Services, LLC
922 College Park Road
Summerville, SC 29483

ARCHITECT'S CONTRACTOR'S PROJECT NUMBER:
1401-260511-006

SUBCONTRACT DATE: September 10, 2014

SUBCONTRACT FOR: Electrical

THE SUBCONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

This change order is for the following:

Add Analog capabilities to existing blue emergency call boxes.

The original Subcontract Sum was	\$	464,841.83
The net change by previously authorized Change Orders	\$	21,451.38
The Subcontract Sum prior to this Change Order was	\$	486,293.21
The Subcontract Sum will be increased by this Change Order in the amount of	\$	4,777.50
The new Subcontract Sum including this Change Order will be	\$	491,070.71

The Subcontract Time will be increased by Zero (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is

NOTE: This Change Order does not include changes in the ~~Contract Sum~~, ~~Contract Subcontract Sum~~, ~~Subcontract Time~~ or ~~Guaranteed Maximum Price~~ which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the ~~Owner-Subcontractor~~ and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, SUBCONTRACTOR AND CONTRACTOR AND OWNER.

RESERVE ELECTRICAL SERVICES,
LLC

RESTORATION SPECIALISTS, LLC

ARCHITECT SUBCONTRACTOR (Firm name)

CONTRACTOR (Firm name)

OWNER (Firm name)

922 College Park Road
Summerville, SC 29483

1042-A East Montague Ave.
Charleston, SC 29405

ADDRESS

ADDRESS

ADDRESS

Timothy K. Potter
BY (Signature)

Dennis Schumm
BY (Signature)

BY (Signature)

Timothy K. Potter
(Typed name)

Dennis Schumm - Executive Director
(Typed name)

(Typed name)

17 Sept 15
DATE

9/16/15
DATE

DATE

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(1818575151)

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Change Order

PROJECT (Name and address):

Contract No.: VA247-12-C-0035
Charlie Norwood VAMC Parking Garage
950 15th Street
Augusta, GA 30901

CHANGE ORDER NUMBER: 001

DATE: May 12, 2015

OWNER:

ARCHITECT:

CONTRACTOR:

FIELD:

OTHER:

TO SUBCONTRACTOR (Name and address):

Southern Atlantic Mechanical Co.
3770 Fernandina Rd.
Columbia, SC 29210

ARCHITECT'S CONTRACTOR'S PROJECT NUMBER:

1401-220511-007

SUBCONTRACT DATE: September 10, 2014

SUBCONTRACT FOR: Mechanical

THE SUBCONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

This change order is for the following:

Davis Bacon fringe benefit labor \$5,892.00
Additional 3'-0" x 7'-8" louver \$1,583.00
Added floor drain @ Column 2.1/2nd tier \$882.00

The original Subcontract Sum was	\$	260,581.00
The net change by previously authorized Change Orders	\$	0.00
The Subcontract Sum prior to this Change Order was	\$	260,581.00
The Subcontract Sum will be increased by this Change Order in the amount of	\$	8,357.00
The new Subcontract Sum including this Change Order will be	\$	268,938.00

The Subcontract Time will be increased by Zero (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is

NOTE: This Change Order does not include changes in the ~~Contract Sum, Contract Subcontract Sum, Subcontract Time or Guaranteed Maximum Price~~ which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the ~~Owner~~ Subcontractor and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, SUBCONTRACTOR AND CONTRACTOR AND OWNER.

SOUTHERN ATLANTIC
MECHANICAL CO.

ARCHITECT SUBCONTRACTOR (Firm name)

3770 Fernandina Rd.
Columbia, SC 29210

ADDRESS

BY (Signature)

Marcus Pittman
(Typed name)

DATE

RESTORATION SPECIALISTS, LLC

CONTRACTOR (Firm name)

1042-A East Montague Ave.
Charleston, SC 29405

ADDRESS

BY (Signature)

Dennis Schumm - Executive Director
(Typed name)

DATE

OWNER (Firm name)

ADDRESS

BY (Signature)

(Typed name)

DATE

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(942946608)



Potential Change Order
Charlie Norwood VAMC Parking Garage

Project: Charlie Norwood VAMC Parking Garage
Plumbing
Contractor: Southern Atlantic Mechanical

PCO #: 003
Project #
Date: 3/19/2015

Description of Change: Additional fringe benefit labor (Davis Bacon)

Labor

(1) Foreman/Plumber \$13.51x 240 hrs. \$ 3,242.40
(1) Operator \$14.32 x 185 hrs \$ 2,649.20

Total \$ 5,891.60

Total Change Order Request \$ 5,892.00

Comments/ Lead times:

Contractors Signature: Marcus Pittman Date: 3/20/2015

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Change Order Proposal

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SOUTHERN ATLANTIC MECHANICAL CONTRACTORS				
3770 Fernandina Rd, Columbia, SC 29210				
MECHANICAL CONTRACT				
Job Name: Charlie Norwood VA, Augusta, GA			Change Order Proposal No.	
Work Description		Date: April 13, 2015	RFI Referred:	
Add one 7'8" x 3'0" louver.				
Labor Breakdown				
0.0 Hrs. Foreman.....	\$	45.00		\$0
4.0 Hrs. Journeyman.....	\$	45.00		\$180
4.0 Hrs. Apprentice.....	\$	39.00		\$156
Hrs. Service Tech.....	\$	45.00		\$0
Hrs. Superintendent.....	\$	45.00		\$0
Hrs. Project Manager.....	\$	80.00		\$0
Insurance & Taxes	35.00%			\$118
Subtotal Labor.....				\$454
Total Labor.....				\$454
Material Breakdown				
	<u>Tax Rate</u>	<u>Cost</u>	<u>Tax</u>	<u>Net</u>
Louver	8.00%	\$866	\$69	\$935
	8.00%	\$0	\$0	\$0
	8.00%	\$0	\$0	\$0
	0.00%	\$0	\$0	\$0
2% Consumables	2.00%	\$9	\$0	\$9
2% Safety	2.00%	\$9	\$0	\$9
2% Small Tools	2.00%	\$9	\$0	\$9
	0.00%	\$0	\$0	\$0
				\$963
		Total Direct Costs.....		\$963
Overhead & Profit @	15%			\$144
		Subtotal.....		\$1,107
Equipment Rental				
	<u>Tax Rate</u>	<u>Cost</u>	<u>Tax</u>	<u>Net</u>
	8.00%	\$0	\$0	\$0
	8.00%	\$0	\$0	\$0
	8.00%	\$0	\$0	\$0
	0.00%	\$0	\$0	\$0
				\$0
		Total Equipment Costs.....		\$0
	15%			\$0
		Equipment Subtotal		\$0
Subcontract Breakdown				
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
Other				\$0
		Subtotal Subcontractors.....		\$0
Overhead & Profit @	7%			\$0
		Total Subcontractors.....		\$0
		Subtotal Costs & OH&P.....		\$1,561
		Bond Cost.....		\$22
		TOTAL.....		\$1,583
Schedule Comments: Days Schedule Extension Requested for This Change, however, we reserve the right to examine the impact of this Change on the overall schedule at a later date, and request appropriate time or cost compensation should the accumulative effect of this or other Changes warrant.				



Potential Change Order
Charlie Norwood VAMC Parking Garage

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Project: Charlie Norwood VAMC Parking Garage
Plumbing
Contractor: Southern Atlantic Mechanical

PCO #: 005
Project #
Date: 5/5/2015

Description of Change: Material and Labor to add (1) DD1 at Column 2.1 on the 2nd tier.

Table with 2 columns: Item, Amount. Rows include Material (\$ 322.59), Labor (\$ 375.00), Subtotal (\$ 697.59), 15% OH (\$ 104.64), 10% Profit (\$ 80.22), Total (\$ 882.45).

Total Change Order Request \$ 882.00

Comments/ Lead times:

Contractors Signature: Marcus Pittman Date: 5/5/2015



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Change Order

PROJECT (Name and address):

Contract No.: VA247-12-C-0035
Charlie Norwood VAMC Parking Garage
950 15th Street
Augusta, GA 30901

CHANGE ORDER NUMBER: 003

DATE: October 1, 2015

OWNER:

ARCHITECT:

CONTRACTOR:

FIELD:

OTHER:

TO SUBCONTRACTOR (Name and address):

Sign-A-Rama
607 Broughton Street
Orangeburg, SC 29115
(803) 534-7575

ARCHITECT'S CONTRACTOR'S PROJECT NUMBER:

1401-101400-016

SUBCONTRACT DATE: September 17, 2014

SUBCONTRACT FOR: Signage

THE SUBCONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

This change order is for the following:

Primary and secondary signs as per the attached Quote #1284 Dated 9/24/15 from Signarama.

The original Subcontract Sum was	\$	80,988.00
The net change by previously authorized Change Orders	\$	49,389.07
The Subcontract Sum prior to this Change Order was	\$	130,377.07
The Subcontract Sum will be increased by this Change Order in the amount of	\$	7,187.25
The new Subcontract Sum including this Change Order will be	\$	137,564.32

The Subcontract Time will be increased by Zero (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is

NOTE: This Change Order does not include changes in the ~~Contract Sum, Contract-Subcontract Sum, Subcontract Time or Guaranteed Maximum Price~~ which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the ~~Owner-Subcontractor~~ and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, SUBCONTRACTOR AND CONTRACTOR AND OWNER.

SIGN-A-RAMA

ARCHITECT SUBCONTRACTOR (Firm name)

607 Broughton Street
Orangeburg, SC 29115
ADDRESS

BY (Signature)

(Typed name)

DATE

RESTORATION SPECIALISTS, LLC

CONTRACTOR (Firm name)

1042-A East Montague Ave.
Charleston, SC 29405
ADDRESS

BY (Signature)

Dennis Schumm - Executive Director
(Typed name)

10/1/2015

DATE

OWNER (Firm name)

ADDRESS

BY (Signature)

(Typed name)

DATE

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#3

Signarama of Orangeburg
607 Broughton St.
Orangeburg SC 29115
United States
Phone: 803-534-7575
info@signarama-orangeburg.com
http://www.signarama-orangeburg.com



Quote 1284 - Change Order (3) VAMC Parking Garage 950 15th Street Augusta, GA 30901

Expiration Date : 10/24/2015

Quote for	Contact	Shipping/Install
Restoration Specialists 1020-B East Montague Ave. North Charleston SC 29405 United States	Dennis Schumm Phone : (843) 277-2059 Mobile : (843) 200-2167 Fax : (843) 789-3135 Email : dennis@restspec.com Address : 1020-B East Montague Ave. North Charleston SC 29405 United States	

Quote #	Quote Date	Sales Rep	Payment Terms	PO	PO Date
1284	09/24/2015		DUE ON RECEIPT		

Items

#	Item	Qty	Unit Price	Total	Tax
1	Main ID Monument Sign est. 99" X 48" X 12" OAD Custom Fabricated Non-Illuminated Sign Cabinet with (4) Separate Panels, Each with a 2" Reveal: 1. 43.5 X 48" X 12" OAD Copy: Spinal Cord Injury Unit 2. 16" X 48" X 12" OAD Copy: Accessible Parking-Only 3. 16" X 48" X 12" OAD Copy: Service Entrance 4. 14.5" X 48" X 12" OAD NO COPY	1	\$3,786.00	\$3,786.00	\$265.02
2	Post & Panel Wayfinding Sign 43.5" X 56" X 3.25" OAD D/F Custom Fabricated Non Illuminated Post & Panel Sign with"D" Shaped Post	1	\$1,389.00	\$1,389.00	\$97.23
3	Non-Electric Sign Install 2 man Equipment & Labor to: 1. Dig Footers for (4) Sign Post 2. Pour Concrete to Set Post & Footers 3. Install Post & Panel Sign 4. Install Monument Sign	1	\$1,650.00	\$1,650.00	\$0.00

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#	Item	Qty	Unit Price	Total	Tax
4	DISCLAIMER:Detailed Disclaimer Single Sided: DETAILED DISCLAIMER QUOTE DOES NOT INCLUDE THE FOLLOWING: A. Removal of other signs or spread footers (unless listed as a separate line item) B. Permit costs C. Permitting/engineering fees unless listed above D. Service work on any signage component other than what is contained within this quote to include (but not limited to) running of electrical wire, circuits, replacement of lamps, ballasts, sockets, or any other public utility. E. Waivers of subrogation costs if required. F. Costs associated with unlevel grade. G. Any overtime hours required to meet the customer's accelerated completion schedule post signing date may result in additional charges. PRICING ASSUMES: A. Free and clear access to property and back side of walls (for channel letters) during normal business hours. B. Sprinkler and internal utility lines are marked by customer unless contracted by Sign-A-Rama. C. Level grade.	1	\$0.00	\$0.00	\$0.00

Total

Sub Total	Total Tax (Tax Percentage)	Taxable Amount	Non-Taxable Amount	Final Price
\$6,825.00	\$362.25(7.0%)	\$5,175.00	\$1,650.00	\$7,187.25

Downpayment (50.0 %) \$3,593.63

Terms And Conditions

SIGNARAMA PRICE GUARANTEE: It's simple. Signarama-Orangeburg guarantees you're getting the best price for your signage and awnings. The Signarama Price Guarantee covers exact product matches & must be "Apples to Apples". If another retail sign and awning company has an "Apples to Apples" sign product for a less expensive price, we will match that price & give you back 20% of the difference to go towards installation. We require a copy of your formal estimate from the sign company with product specifications.

SIGNARAMA WARRANTY: It's the best in the industry. Sign-A-Rama Orangeburg warranties material (excluding lighting which is covered by the manufacturer) & labor for (3) years. The warranty does not cover acts of vandalism, storm damage, wind damage, fire or any other circumstances beyond Signarama's control. Sign and Design remain the property of Signarama until project is paid in full. This invoice is for the above items only. Any changes or deletions by the customer not charged for herein will be billed separately.

MINIMUM TERMS FOR ALL ORDERS:

- All Orders Under \$500: Must Be Paid In Full at Time of Order
- All Orders Above \$500: 50% Deposit Due at Time of Order - Balance Due Upon Completion
- All Orders Over \$2500: 2% Discount if Paid In Full at Time of Order

for **Restoration Specialists**

Signature _____ **Date** _____

We agree to your terms and conditions. Please proceed with the order.



AIA[®] Document A401[™] – 2007

Standard Form of Agreement Between Contractor and Subcontractor

AGREEMENT made as of the 5th day of December in the year 2014
(In words, indicate day, month and year.)

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

Restoration Specialists LLC a South Carolina Corporation
1020-B East Montague Ave.
N. Charleston, SC 29405

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

Simmons Masonry Contractors
2209 Darling Ave.
Waycross, GA 31501
Phone: (912) 286-4272

The Contractor has made a contract for construction (hereinafter, the Prime Contract)
dated: March 29, 2012

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

Department of Veterans Affairs / Charlie Norwood VAMC
950 15th Street
Augusta, GA 30901

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

CHARLIE NORWOOD VAMC PARKING GARAGE
950 15th Street
Augusta, GA 30901
Downtown Parking Garage

The Prime Contract provides for the furnishing of labor, materials, equipment and services in connection with the construction of the Project. A copy of the Prime Contract, consisting of the Agreement Between Owner and Contractor (from which compensation amounts may be deleted) and the other Contract Documents enumerated therein, has been made available to the Subcontractor.

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

Structured Parking Solutions
21 South Tarragona Street, Suite 101
Pensacola, FL 32502

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

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

AIA Document A201[™]-2007, General Conditions of the Contract for Construction, is adopted in this document by reference.

This document has been approved and endorsed by the Associated Specialty Contractors, Inc.

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User Notes:

(860703033)

The Contractor and the Subcontractor agree as follows.

TABLE OF ARTICLES

1	THE SUBCONTRACT DOCUMENTS
2	MUTUAL RIGHTS AND RESPONSIBILITIES
3	CONTRACTOR
4	SUBCONTRACTOR
5	CHANGES IN THE WORK
6	MEDIATION AND BINDING DISPUTE RESOLUTION
7	TERMINATION, SUSPENSION OR ASSIGNMENT OF THE SUBCONTRACT
8	THE WORK OF THIS SUBCONTRACT
9	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
10	SUBCONTRACT SUM
11	PROGRESS PAYMENTS
12	FINAL PAYMENT
13	INSURANCE AND BONDS
14	TEMPORARY FACILITIES AND WORKING CONDITIONS
15	MISCELLANEOUS PROVISIONS
16	ENUMERATION OF SUBCONTRACT DOCUMENTS

ARTICLE 1 THE SUBCONTRACT DOCUMENTS

§ 1.1 The Subcontract Documents consist of (1) this Agreement; (2) the Prime Contract, consisting of the Agreement between the Owner and Contractor and the other Contract Documents enumerated therein; (3) Modifications issued subsequent to the execution of the Agreement between the Owner and Contractor, whether before or after the execution of this Agreement; (4) other documents listed in Article 16 of this Agreement; and (5) Modifications to this Subcontract issued after execution of this Agreement. These form the Subcontract, and are as fully a part of the Subcontract as if attached to this Agreement or repeated herein. The Subcontract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Subcontract Documents, other than Modifications issued subsequent to the execution of this Agreement, appears in Article 16.

§ 1.2 Except to the extent of a conflict with a specific term or condition contained in the Subcontract Documents, the General Conditions governing this Subcontract shall be the AIA Document A201™-2007, General Conditions of the Contract for Construction.

§ 1.3 The Subcontract may be amended or modified only by a Modification. The Subcontract Documents shall not be construed to create a contractual relationship of any kind (1) between the Architect and the Subcontractor, (2) between the Owner and the Subcontractor, or (3) between any persons or entities other than the Contractor and Subcontractor.

§ 1.4 The Contractor shall make available the Subcontract Documents to the Subcontractor prior to execution of this Agreement, and thereafter, upon request, but the Contractor may charge the Subcontractor for the reasonable cost of reproduction.

ARTICLE 2 MUTUAL RIGHTS AND RESPONSIBILITIES

The Contractor and Subcontractor shall be mutually bound by the terms of this Agreement and, to the extent that the provisions of AIA Document A201-2007 apply to this Agreement pursuant to Section 1.2 and provisions of the Prime Contract apply to the Work of the Subcontractor, the Contractor shall assume toward the Subcontractor all obligations and responsibilities that the Owner, under such documents, assumes toward the Contractor, and the Subcontractor shall assume toward the Contractor all obligations and responsibilities which the Contractor, under such documents, assumes toward the Owner and the Architect. The Contractor shall have the benefit of all rights, remedies and redress against the Subcontractor that the Owner, under such documents, has against the Contractor, and the Subcontractor shall have the benefit of all rights, remedies and redress against the Contractor that the Contractor, under such documents, has against the Owner, insofar as applicable to this Subcontract. Where a provision of such documents is inconsistent with a provision of this Agreement, this Agreement shall govern.

ARTICLE 3 CONTRACTOR**§ 3.1 SERVICES PROVIDED BY THE CONTRACTOR**

§ 3.1.1 The Contractor shall cooperate with the Subcontractor in scheduling and performing the Contractor's Work to avoid conflicts or interference in the Subcontractor's Work and shall expedite written responses to submittals made by the Subcontractor in accordance with Section 4.1 and Article 5. Promptly after execution of this Agreement, the Contractor shall provide the Subcontractor copies of the Contractor's construction schedule and schedule of submittals, together with such additional scheduling details as will enable the Subcontractor to plan and perform the Subcontractor's Work properly. The Contractor shall promptly notify the Subcontractor of subsequent changes in the construction and submittal schedules and additional scheduling details.

§ 3.1.2 The Contractor shall provide suitable areas for storage of the Subcontractor's materials and equipment during the course of the Work. Additional costs to the Subcontractor resulting from relocation of such storage areas at the direction of the Contractor, except as previously agreed upon, shall be reimbursed by the Contractor.

§ 3.1.3 Except as provided in Article 14, the Contractor's equipment will be available to the Subcontractor only at the Contractor's discretion and on mutually satisfactory terms.

§ 3.2 COMMUNICATIONS

§ 3.2.1 The Contractor shall promptly make available to the Subcontractor information, including information received from the Owner, that affects this Subcontract and that becomes available to the Contractor subsequent to execution of this Subcontract.

§ 3.2.2 The Contractor shall not give instructions or orders directly to the Subcontractor's employees or to the Subcontractor's Sub-subcontractors or material suppliers unless such persons are designated as authorized representatives of the Subcontractor.

§ 3.2.3 The Contractor shall permit the Subcontractor to request directly from the Architect information regarding the percentages of completion and the amount certified on account of Work done by the Subcontractor.

§ 3.2.4 If hazardous substances of a type of which an employer is required by law to notify its employees are being used on the site by the Contractor, a subcontractor or anyone directly or indirectly employed by them (other than the Subcontractor), the Contractor shall, prior to harmful exposure of the Subcontractor's employees to such substance, give written notice of the chemical composition thereof to the Subcontractor in sufficient detail and time to permit the Subcontractor's compliance with such laws.

§ 3.2.5 The Contractor shall furnish to the Subcontractor within 30 days after receipt of a written request, or earlier if so required by law, information necessary and relevant for the Subcontractor to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property, usually referred to as the site, on which the Project is located and the Owner's interest therein.

§ 3.2.6 If the Contractor asserts or defends a claim against the Owner that relates to the Work of the Subcontractor, the Contractor shall promptly make available to the Subcontractor all information relating to the portion of the claim that relates to the Work of the Subcontractor.

§ 3.3 CLAIMS BY THE CONTRACTOR

§ 3.3.1 Liquidated damages for delay, if provided for in Section 9.3 of this Agreement, shall be assessed against the Subcontractor only to the extent caused by the Subcontractor or any person or entity for whose acts the Subcontractor may be liable, and in no case for delays or causes arising outside the scope of this Subcontract.

§ 3.3.2 The Contractor's claims for the costs of services or materials provided due to the Subcontractor's failure to execute the Work shall require

- .1 seven days' written notice prior to the Contractor's providing services or materials, except in an emergency; and
- .2 written compilations to the Subcontractor of services and materials provided by the Contractor and charges for such services and materials no later than the fifteenth day of the month following the Contractor's providing such services or materials.
- .3 Liquidated Damages will be assessed at \$ N/A per calendar day past the established completion date.

§ 3.4 CONTRACTOR'S REMEDIES

If the Subcontractor defaults or neglects to carry out the Work in accordance with this Agreement and fails within five working days after receipt of written notice from the Contractor to commence and continue correction of such default or neglect with diligence and promptness, the Contractor may, by appropriate Modification, and without prejudice to any other remedy the Contractor may have, make good such deficiencies and may deduct the reasonable cost thereof from the payments then or thereafter due the Subcontractor.

ARTICLE 4 SUBCONTRACTOR**§ 4.1 EXECUTION AND PROGRESS OF THE WORK**

§ 4.1.1 For all Work the Subcontractor intends to subcontract, the Subcontractor shall enter into written agreements with Sub-subcontractors performing portions of the Work of this Subcontract by which the Subcontractor and the Sub-subcontractor are mutually bound, to the extent of the Work to be performed by the Sub-subcontractor, assuming toward each other all obligations and responsibilities that the Contractor and Subcontractor assume toward each other and having the benefit of all rights, remedies and redress each against the other that the Contractor and Subcontractor have by virtue of the provisions of this Agreement.

§ 4.1.2 The Subcontractor shall supervise and direct the Subcontractor's Work, and shall cooperate with the Contractor in scheduling and performing the Subcontractor's Work to avoid conflict, delay in or interference with the Work of the Contractor, other subcontractors, the Owner, or separate contractors.

§ 4.1.3 The Subcontractor shall promptly submit Shop Drawings, Product Data, Samples and similar submittals required by the Subcontract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Contractor or other subcontractors.

§ 4.1.4 The Subcontractor shall furnish to the Contractor periodic progress reports on the Work of this Subcontract as mutually agreed, including information on the status of materials and equipment that may be in the course of preparation, manufacture, or transit.

§ 4.1.5 The Subcontractor agrees that the Contractor and the Architect each have the authority to reject Work of the Subcontractor that does not conform to the Prime Contract. The Architect's decisions on matters relating to aesthetic effect shall be final and binding on the Subcontractor if consistent with the intent expressed in the Prime Contract.

§ 4.1.6 The Subcontractor shall pay for all materials, equipment and labor used in connection with the performance of this Subcontract through the period covered by previous payments received from the Contractor, and shall furnish satisfactory evidence, when requested by the Contractor, to verify compliance with the above requirements.

§ 4.1.7 The Subcontractor shall take necessary precautions to protect properly the work of other subcontractors from damage caused by operations under this Subcontract.

§ 4.1.8 The Subcontractor shall cooperate with the Contractor, other subcontractors, the Owner, and separate contractors whose work might interfere with the Subcontractor's Work. The Subcontractor shall participate in the preparation of coordinated drawings in areas of congestion, if required by the Prime Contract, specifically noting and

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advising the Contractor of potential conflicts between the Work of the Subcontractor and that of the Contractor, other subcontractors, the Owner, or separate contractors.

§ 4.2 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

§ 4.2.1 The Subcontractor shall give notices and comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on performance of the Work of this Subcontract. The Subcontractor shall secure and pay for permits, fees, licenses and inspections by government agencies necessary for proper execution and completion of the Subcontractor's Work, the furnishing of which is required of the Contractor by the Prime Contract.

§ 4.2.2 The Subcontractor shall comply with Federal, state and local tax laws, social security acts, unemployment compensation acts and workers' compensation acts insofar as applicable to the performance of this Subcontract.

§ 4.3 SAFETY PRECAUTIONS AND PROCEDURES

§ 4.3.1 The Subcontractor shall take reasonable safety precautions with respect to performance of this Subcontract, shall comply with safety measures initiated by the Contractor and with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities for the safety of persons and property in accordance with the requirements of the Prime Contract. The Subcontractor shall report to the Contractor within three days an injury to an employee or agent of the Subcontractor which occurred at the site.

§ 4.3.2 If hazardous substances of a type of which an employer is required by law to notify its employees are being used on the site by the Subcontractor, the Subcontractor's Sub-subcontractors or anyone directly or indirectly employed by them, the Subcontractor shall, prior to harmful exposure of any employees on the site to such substance, give written notice of the chemical composition thereof to the Contractor in sufficient detail and time to permit compliance with such laws by the Contractor, other subcontractors and other employers on the site.

§ 4.3.3 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a hazardous material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Subcontractor, the Subcontractor shall, upon recognizing the condition, immediately stop Work in the affected area and promptly report the condition to the Contractor in writing. When the material or substance has been rendered harmless, the Subcontractor's Work in the affected area shall resume upon written agreement of the Contractor and Subcontractor. The Subcontract Time shall be extended appropriately and the Subcontract Sum shall be increased in the amount of the Subcontractor's reasonable additional costs of demobilization, delay and remobilization, which adjustments shall be accomplished as provided in Article 5 of this Agreement.

§ 4.3.4 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Subcontractor, the Subcontractor's Sub-subcontractors, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 4.3.3 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

§ 4.3.5 The Subcontractor shall indemnify the Contractor for the cost and expense the Contractor incurs (1) for remediation of a material or substance brought to the site and negligently handled by the Subcontractor or (2) where the Subcontractor fails to perform its obligations under Section 4.3.3, except to the extent that the cost and expense are due to the Contractor's fault or negligence.

§ 4.4 CLEANING UP

§ 4.4.1 The Subcontractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations performed under this Subcontract. The Subcontractor shall not be held responsible for conditions caused by other contractors or subcontractors.

§ 4.4.2 As provided under Section 3.3.2, if the Subcontractor fails to clean up as provided in the Subcontract Documents, the Contractor may charge the Subcontractor for the Subcontractor's appropriate share of cleanup costs.

§ 4.5 WARRANTY

The Subcontractor warrants to the Owner, Architect, and Contractor that materials and equipment furnished under this Subcontract will be of good quality and new unless the Subcontract Documents require or permit otherwise. The Subcontractor further warrants that the Work will conform to the requirements of the Subcontract Documents and will be free from defects, except for those inherent in the quality of the Work the Subcontract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Subcontractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Subcontractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. If required by the Architect and Contractor, the Subcontractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 4.6 INDEMNIFICATION

§ 4.6.1 To the fullest extent permitted by law, the Subcontractor shall indemnify and hold harmless the Owner, Contractor, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the Subcontractor's Work under this Subcontract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Subcontractor, the Subcontractor's Sub-subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 4.6.

§ 4.6.2 In claims against any person or entity indemnified under this Section 4.6 by an employee of the Subcontractor, the Subcontractor's Sub-subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 4.6.1 shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the Subcontractor or the Subcontractor's Sub-subcontractors under workers' compensation acts, disability benefit acts or other employee benefit acts.

§ 4.7 REMEDIES FOR NONPAYMENT

If the Contractor does not pay the Subcontractor through no fault of the Subcontractor, within seven days from the time payment should be made as provided in this Agreement, the Subcontractor may, without prejudice to any other available remedies, upon seven additional days' written notice to the Contractor, stop the Work of this Subcontract until payment of the amount owing has been received. The Subcontract Sum shall, by appropriate Modification, be increased by the amount of the Subcontractor's reasonable costs of demobilization, delay and remobilization.

ARTICLE 5 CHANGES IN THE WORK

§ 5.1 The Owner may make changes in the Work by issuing Modifications to the Prime Contract. Upon receipt of such a Modification issued subsequent to the execution of the Subcontract Agreement, the Contractor shall promptly notify the Subcontractor of the Modification. Unless otherwise directed by the Contractor, the Subcontractor shall not thereafter order materials or perform Work that would be inconsistent with the changes made by the Modification to the Prime Contract.

§ 5.2 The Subcontractor may be ordered in writing by the Contractor, without invalidating this Subcontract, to make changes in the Work within the general scope of this Subcontract consisting of additions, deletions or other revisions, including those required by Modifications to the Prime Contract issued subsequent to the execution of this Agreement, the Subcontract Sum and the Subcontract Time being adjusted accordingly. The Subcontractor, prior to the commencement of such changed or revised Work, shall submit promptly to the Contractor written copies of a claim for adjustment to the Subcontract Sum and Subcontract Time for such revised Work in a manner consistent with requirements of the Subcontract Documents.

§ 5.3 The Subcontractor shall make all claims promptly to the Contractor for additional cost, extensions of time and damages for delays or other causes in accordance with the Subcontract Documents. A claim which will affect or become part of a claim which the Contractor is required to make under the Prime Contract within a specified time period or in a specified manner shall be made in sufficient time to permit the Contractor to satisfy the requirements of the Prime Contract. Such claims shall be received by the Contractor not less than two working days preceding the time

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by which the Contractor's claim must be made. Failure of the Subcontractor to make such a timely claim shall bind the Subcontractor to the same consequences as those to which the Contractor is bound.

ARTICLE 6 MEDIATION AND BINDING DISPUTE RESOLUTION

§ 6.1 MEDIATION

§ 6.1.1 Any claim arising out of or related to this Subcontract, except those waived in this Subcontract, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 6.1.2 The parties shall endeavor to resolve their claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to this Subcontract and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 6.1.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 6.2 BINDING DISPUTE RESOLUTION

For any claim subject to, but not resolved by mediation pursuant to Section 6.1, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Contractor and Subcontractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, claims will be resolved by litigation in a court of competent jurisdiction.)

- Arbitration pursuant to Section 6.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

§ 6.3 ARBITRATION

§ 6.3.1 If the Contractor and Subcontractor have selected arbitration as the method of binding dispute resolution in Section 6.2, any claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Subcontract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all claims then known to that party on which arbitration is permitted to be demanded.

§ 6.3.2 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim.

§ 6.3.3 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 6.3.4 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a claim not described in the written consent.

§ 6.3.5 The Contractor and Subcontractor grant to any person or entity made a party to an arbitration conducted under this Section 6.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Contractor and Subcontractor under this Agreement.

§ 6.3.6 This agreement to arbitrate and any other written agreement to arbitrate with an additional person or persons referred to herein shall be specifically enforceable under applicable law in any court having jurisdiction thereof. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

ARTICLE 7 TERMINATION, SUSPENSION OR ASSIGNMENT OF THE SUBCONTRACT

§ 7.1 TERMINATION BY THE SUBCONTRACTOR

The Subcontractor may terminate the Subcontract for the same reasons and under the same circumstances and procedures with respect to the Contractor as the Contractor may terminate with respect to the Owner under the Prime Contract, or for nonpayment of amounts due under this Subcontract for 60 days or longer. In the event of such termination by the Subcontractor for any reason which is not the fault of the Subcontractor, Sub-subcontractors or their agents or employees or other persons performing portions of the Work under contract with the Subcontractor, the Subcontractor shall be entitled to recover from the Contractor payment for Work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including reasonable overhead, profit and damages.

§ 7.2 TERMINATION BY THE CONTRACTOR

§ 7.2.1 If the Subcontractor repeatedly fails or neglects to carry out the Work in accordance with the Subcontract Documents or otherwise to perform in accordance with this Subcontract and fails within a ten-day period after receipt of written notice to commence and continue correction of such default or neglect with diligence and promptness, the Contractor may, by written notice to the Subcontractor and without prejudice to any other remedy the Contractor may have, terminate the Subcontract and finish the Subcontractor's Work by whatever method the Contractor may deem expedient. If the unpaid balance of the Subcontract Sum exceeds the expense of finishing the Subcontractor's Work and other damages incurred by the Contractor and not expressly waived, such excess shall be paid to the Subcontractor. If such expense and damages exceed such unpaid balance, the Subcontractor shall pay the difference to the Contractor.

§ 7.2.2 If the Owner terminates the Prime Contract for the Owner's convenience, the Contractor shall promptly deliver written notice to the Subcontractor.

§ 7.2.3 Upon receipt of written notice of termination, the Subcontractor shall

- .1 cease operations as directed by the Contractor in the notice;
- .2 take actions necessary, or that the Contractor may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing Sub-subcontracts and purchase orders and enter into no further Sub-subcontracts and purchase orders.

§ 7.2.4 In case of such termination for the Owner's convenience, the Subcontractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

§ 7.3 SUSPENSION BY THE CONTRACTOR FOR CONVENIENCE

§ 7.3.1 The Contractor may, without cause, order the Subcontractor in writing to suspend, delay or interrupt the Work of this Subcontract in whole or in part for such period of time as the Contractor may determine. In the event of suspension ordered by the Contractor, the Subcontractor shall be entitled to an equitable adjustment of the Subcontract Time and Subcontract Sum.

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§ 7.3.2 An adjustment shall be made for increases in the Subcontract Time and Subcontract Sum, including profit on the increased cost of performance, caused by suspension, delay or interruption. No adjustment shall be made to the extent that

- .1 performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Subcontractor is responsible; or
- .2 an equitable adjustment is made or denied under another provision of this Subcontract.

§ 7.4 ASSIGNMENT OF THE SUBCONTRACT

§ 7.4.1 In the event the Owner terminates the Prime Contract for cause, this Subcontract is assigned to the Owner pursuant to Section 5.4 of AIA Document A201–2007 provided the Owner accepts the assignment.

§ 7.4.2 Without the Contractor’s written consent, the Subcontractor shall not assign the Work of this Subcontract, subcontract the whole of this Subcontract, or subcontract portions of this Subcontract.

ARTICLE 8 THE WORK OF THIS SUBCONTRACT

The Subcontractor shall execute the following portion of the Work described in the Subcontract Documents, including all labor, materials, equipment, services and other items required to complete such portion of the Work, except to the extent specifically indicated in the Subcontract Documents to be the responsibility of others.

(Insert a precise description of the Work of this Subcontract, referring where appropriate to numbers of Drawings, sections of Specifications and pages of Addenda, Modifications and accepted alternates.)

ARTICLE 9 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 9.1 Subcontract Time is the period of time, including authorized adjustments, allotted in the Subcontract Documents for Substantial Completion of the Work described in the Subcontract Documents. The Subcontractor’s date of commencement is the date from which the Subcontract Time of Section 9.3 is measured; it shall be the date of this Agreement, as first written above, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Contractor.

(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

§ 9.2 Unless the date of commencement is established by a notice to proceed issued by the Contractor, or the Contractor has commenced visible Work at the site under the Prime Contract, the Subcontractor shall notify the Contractor in writing not less than five days before commencing the Subcontractor’s Work to permit the timely filing of mortgages, mechanic’s liens and other security interests.

§ 9.3 The Work of this Subcontract shall be substantially completed not later than .
(Insert the calendar date or number of calendar days after the Subcontractor’s date of commencement. Also insert any requirements for earlier substantial completion of certain portions of the Subcontractor’s Work, if not stated elsewhere in the Subcontract Documents.)

Portion of Work	Substantial Completion Date
Provide all supervision and labor, to install masonry as detailed in the contract documents and per the attached quote from Simmons Masonry Contractors. Note: It is the subcontractor’s responsibility to visit Submittal Exchange (www.submittalexchange.com) to access and verify they are using the latest revisions of all contract documents. An email invitation will be sent to each subcontractor’s point of contact to initiate access to the site. ALL SUBMITTALS	

FROM SUBCONTRACTORS ARE TO BE SUBMITTED TO RESTORATION SPECIALISTS BY UPLOADING PDF DOCUMENTS TO THE SUBMITTAL EXCHANGE SITE.

Schedule: As follows

Submittals: Submittals are due no later than 12/29/14 (submitted electronically via. Submittal Exchange)

, subject to adjustments of this Subcontract Time as provided in the Subcontract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to complete on time.)

§ 9.4 With respect to the obligations of both the Contractor and the Subcontractor, time is of the essence of this Subcontract.

§ 9.5 No extension of time will be valid without the Contractor's written consent after claim made by the Subcontractor in accordance with Section 5.3.

ARTICLE 10 SUBCONTRACT SUM

§ 10.1 The Contractor shall pay the Subcontractor in current funds for performance of the Subcontract the Subcontract Sum is not to exceed Eleven thousand nine hundred eighty dollars and 00/100, (\$ 11,980.00), subject to additions and deductions as provided in the Subcontract Documents.

§ 10.2 The Subcontract Sum is based upon the following alternates, if any, which are described in the Subcontract Documents and have been accepted by the Owner and the Contractor:
(Insert the numbers or other identification of accepted alternates.)

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

Item	Units and Limitations	Price Per Unit (\$0.00)
N/A		

§ 10.4 Allowances included in the Subcontract Sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
N/A	

ARTICLE 11 PROGRESS PAYMENTS

§ 11.1 Based upon applications for payment submitted to the Contractor by the Subcontractor, corresponding to applications for payment submitted by the Contractor to the Government, and certificates for payment issued by the Government, the Contractor shall make progress payments on account of the Subcontract Sum to the Subcontractor as provided below and elsewhere in the Subcontract Documents. Unless the Contractor provides the Government with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor and Subcontractor for Work properly performed by their contractors and suppliers shall be held by the Contractor and Subcontractor for those contractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor or Subcontractor for which payment was made to the Contractor by the Owner or to the Subcontractor by the Contractor, as applicable. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor or Subcontractor, shall create any fiduciary liability or tort liability on the part of the Contractor or Subcontractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor or Subcontractor for breach of the requirements of this provision.

§ 11.2 The period covered by each application for payment shall be one calendar month ending on the last day of the month, or as follows:

§ 11.3 Provided an application for payment is received by the Contractor not later than the 25th day of a month, the Contractor shall include the Subcontractor's Work covered by that application in the next application for payment which the Contractor is entitled to submit to the Government. The Contractor shall pay the Subcontractor each progress payment no later than seven working days after the Contractor receives payment from the Government.

§ 11.4 If the Subcontractor's application for payment is received by the Contractor after the application date fixed above, the Subcontractor's Work covered by it shall be included by the Contractor in the next application for payment submitted to the Architect.

§ 11.5 The Subcontractor shall submit to the Contractor a schedule of values prior to submitting the Subcontractor's first Application for Payment. Each subsequent application for payment shall be based upon the most recent schedule of values submitted by the Subcontractor in accordance with the Subcontract Documents. The schedule of values shall allocate the entire Subcontract Sum among the various portions of the Subcontractor's Work and be prepared in such form and supported by such data to substantiate its accuracy as the Contractor may require. This schedule, unless objected to by the Contractor, shall be used as a basis for reviewing the Subcontractor's applications for payment.

§ 11.6 Applications for payment submitted by the Subcontractor shall indicate the percentage of completion of each portion of the Subcontractor's Work as of the end of the period covered by the application for payment.

§ 11.7 Subject to the provisions of the Subcontract Documents, the amount of each progress payment shall be computed as set forth in the sections below.

§ 11.7.1 Take that portion of the Subcontract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Subcontractor's Work by the share of the total Subcontract Sum allocated to that portion of the Subcontractor's Work in the schedule of values, less that percentage actually retained, if any, from payments to the Contractor on account of the Work of the Subcontractor. Pending final determination of cost to the Contractor of changes in the Work that have been properly authorized by the Contractor, amounts not in dispute shall be included to the same extent provided in the Prime Contract, even though the Subcontract Sum has not yet been adjusted;

§ 11.7.2 Add that portion of the Subcontract Sum properly allocable to materials and equipment delivered and suitably stored at the site by the Subcontractor for subsequent incorporation in the Subcontractor's Work or, if approved by the Contractor, suitably stored off the site at a location agreed upon in writing, less the same percentage retainage required by the Prime Contract to be applied to such materials and equipment in the Contractor's application for payment;

§ 11.7.3 Subtract the aggregate of previous payments made by the Contractor; and

§ 11.7.4 Subtract amounts, if any, calculated under Section 11.7.1 or 11.7.2 that are related to Work of the Subcontractor for which the Architect has withheld or nullified, in whole or in part, a certificate of payment for a cause that is the fault of the Subcontractor.

§ 11.8 Upon the partial or entire disapproval by the Contractor of the Subcontractor's application for payment, the Contractor shall provide written notice to the Subcontractor. When the basis for the disapproval has been remedied, the Subcontractor shall be paid the amounts withheld.

§ 11.9 SUBSTANTIAL COMPLETION

When the Subcontractor's Work or a designated portion thereof is substantially complete and in accordance with the requirements of the Prime Contract, the Contractor shall, upon application by the Subcontractor, make prompt application for payment for such Work. Within 30 days following issuance by the Architect of the certificate for payment covering such substantially completed Work, the Contractor shall, to the full extent allowed in the Prime Contract, make payment to the Subcontractor, deducting any portion of the funds for the Subcontractor's Work

withheld in accordance with the certificate to cover costs of items to be completed or corrected by the Subcontractor. Such payment to the Subcontractor shall be the entire unpaid balance of the Subcontract Sum if a full release of retainage is allowed under the Prime Contract for the Subcontractor's Work prior to the completion of the entire Project. If the Prime Contract does not allow for a full release of retainage, then such payment shall be an amount which, when added to previous payments to the Subcontractor, will reduce the retainage on the Subcontractor's substantially completed Work to the same percentage of retainage as that on the Contractor's Work covered by the certificate.

ARTICLE 12 FINAL PAYMENT

§ 12.1 Final payment, constituting the entire unpaid balance of the Subcontract Sum, shall be made by the Contractor to the Subcontractor when the Subcontractor's Work is fully performed in accordance with the requirements of the Subcontract Documents, the Architect has issued a certificate for payment covering the Subcontractor's completed Work and the Contractor has received payment from the Owner. If, for any cause which is not the fault of the Subcontractor, a certificate for payment is not issued or the Contractor does not receive timely payment or does not pay the Subcontractor within seven days after receipt of payment from the Owner, final payment to the Subcontractor shall be made upon demand.

(Insert provisions for earlier final payment to the Subcontractor, if applicable.)

§ 12.2 Before issuance of the final payment, the Subcontractor, if required, shall submit evidence satisfactory to the Contractor that all payrolls, bills for materials and equipment, and all known indebtedness connected with the Subcontractor's Work have been satisfied. Acceptance of final payment by the Subcontractor shall constitute a waiver of claims by the Subcontractor, except those previously made in writing and identified by the Subcontractor as unsettled at the time of final application for payment.

ARTICLE 13 INSURANCE AND BONDS

§ 13.1 The Subcontractor shall purchase and maintain insurance of the following types of coverage and limits of liability as will protect the Subcontractor from claims that may arise out of, or result from, the Subcontractor's operations and completed operations under the Subcontract:

Type of insurance or bond	Limit of liability or bond amount (\$1,000,000.00 per incident)
Commercial General Liability Insurance	\$ 1,000,000.00 (per incident)
Business Automobile Liability Insurance	\$ 1,000,000.00 (per incident)
Commercial Umbrella Coverage	\$ 1,000,000.00 (limits must include as insureds all entities that are additional insureds on the CGL)
Worker's Compensation and Employer's Liability Insurance	\$ 1,000,000.00 (per incident & per employee)

§ 13.2 Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Subcontractor's Work until the date of final payment and termination of any coverage required to be maintained after final payment to the Subcontractor, and, with respect to the Subcontractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Prime Contract.

§ 13.3 Certificates of insurance acceptable to the Contractor shall be filed with the Contractor prior to commencement of the Subcontractor's Work. These certificates and the insurance policies required by this Article 13 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Contractor. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final application for payment as required in Article 12. If any information concerning reduction of coverage is not furnished by the insurer, it shall be furnished by the Subcontractor with reasonable promptness according to the Subcontractor's information and belief.

§ 13.4 The Subcontractor shall cause the commercial liability coverage required by the Subcontract Documents to include: (1) the Contractor, the Owner, the Architect and the Architect's consultants as additional insureds for claims caused in whole or in part by the Subcontractor's negligent acts or omissions during the Subcontractor's operations;

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User Notes:

Init.

and (2) the Contractor as an additional insured for claims caused in whole or in part by the Subcontractor's negligent acts or omissions during the Subcontractor's completed operations.

§ 13.5 The Contractor shall furnish to the Subcontractor satisfactory evidence of insurance required of the Contractor under the Prime Contract.

§ 13.6 The Contractor shall promptly, upon request of the Subcontractor, furnish a copy or permit a copy to be made of any bond covering payment of obligations arising under the Subcontract.

§ 13.7 Performance Bond and Payment Bond:
(If the Subcontractor is to furnish bonds, insert the specific requirements here.)

Bond type	Bond amount (\$0.00)	Bond delivery date	Bond form
N/A			

§ 13.8 PROPERTY INSURANCE

§ 13.8.1 When requested in writing, the Contractor shall provide the Subcontractor with copies of the property and equipment policies in effect for the Project. The Contractor shall notify the Subcontractor if the required property insurance policies are not in effect.

§ 13.8.2 If the required property insurance is not in effect for the full value of the Subcontractor's Work, then the Subcontractor shall purchase insurance for the value of the Subcontractor's Work, and the Subcontractor shall be reimbursed for the cost of the insurance by an adjustment in the Subcontract Sum.

§ 13.8.3 Property insurance for the Subcontractor's materials and equipment required for the Subcontractor's Work, stored off site or in transit and not covered by the Project property insurance, shall be paid for through the application for payment process.

§ 13.9 WAIVERS OF SUBROGATION

The Contractor and Subcontractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Owner, the Architect, the Architect's consultants, separate contractors, and any of their subcontractors, sub-subcontractors, agents and employees for damages caused by fire or other causes of loss to the extent covered by property insurance provided under the Prime Contract or other property insurance applicable to the Work, except such rights as they may have to proceeds of such insurance held by the Owner as a fiduciary. The Subcontractor shall require of the Subcontractor's Sub-subcontractors, agents and employees, by appropriate agreements, written where legally required for validity, similar waivers in favor of the parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

ARTICLE 14 TEMPORARY FACILITIES AND WORKING CONDITIONS

§ 14.1 The Contractor shall furnish and make available at no cost to the Subcontractor the Contractor's temporary facilities, equipment and services, except as noted below:

Temporary Facility, Equipment or Service	Cost, if any (\$0.00)

§ 14.2 Specific working conditions:
(Insert any applicable arrangements concerning working conditions and labor matters for the Project.)

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Where reference is made in this Subcontract to a provision of another Subcontract Document, the reference refers to that provision as amended or supplemented by other provisions of the Subcontract Documents.
(Insert rate of interest agreed upon, if any.)

%

(Paragraphs deleted)

§ 15.3 Retainage and any reduction thereto are as follows:

0% (zero)

(Paragraph deleted)

ARTICLE 16 ENUMERATION OF SUBCONTRACT DOCUMENTS

§ 16.1 The Subcontract Documents, except for Modifications issued after execution of this Subcontract, are enumerated in the sections below.

§ 16.1.1 This executed AIA Document A401–2007, Standard Form of Agreement Between Contractor and Subcontractor.

§ 16.1.2 The Prime Contract, consisting of the Agreement between the Owner and Contractor dated as first entered above and the other Contract Documents enumerated in the Owner-Contractor Agreement.

§ 16.1.3 The following Modifications to the Prime Contract, if any, issued subsequent to the execution of the Owner-Contractor Agreement but prior to the execution of this Agreement:

Modification	Date
--------------	------

§ 16.1.4 Additional Documents, if any, forming part of the Subcontract Documents:

.1 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

.2 Other documents:

(List here any additional documents that are intended to form part of the Subcontract Documents. Requests for proposal and the Subcontractor’s bid or proposal should be listed here only if intended to be made part of the Subcontract Documents.)

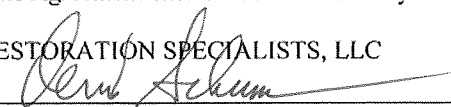
1. Simmons Masonry Contractors Quote (copy attached)
2. Preliminary Project Schedule (copy attached)
3. Standard Form 1413 (copy attached, fill out #14 thru #17)
4. Certified Payroll Template (copy attached. Payroll to be done weekly whether worked or not)
5. W-9 Template (copy attached)
6. Employee Badge Forms (copy attached)
7. Drawings and Specification List (copy attached)

This Contract / P.O. Number will be: 1401-042000-019

This Contract / P.O. # is to be referenced on all billings / invoices / submittals, etc.

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

RESTORATION SPECIALISTS, LLC

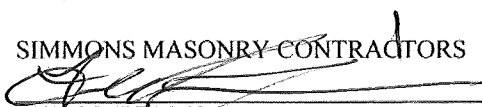


CONTRACTOR (Signature)

Dennis Schumm – Executive Director

(Printed name and title)

SIMMONS MASONRY CONTRACTORS



SUBCONTRACTOR (Signature)

(Printed name and title)

User Notes:

(860703033)

042000

**Simmons Masonry Contractors
2209 Darling Ave.
Waycross, GA 31501
912-286-4272**

Proposal

**Palmetto Construction Group
VA Parking Garage
Augusta GA**

Labor Material and Equipmentt to install masonry at VA Parking Garage per the
plans and specifications \$11,980.00

Total Amount \$11,980.00

Frederick Simmons

Frederick Simmons

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER:
 Restoration Specialists LLC
 1020-B East Montauge Ave.
 N. Charleston SC 29405

PROJECT:
 Charlie Norwood VAMC PG
 950 15th Street
 Augusta GA 30901

APPLICATION: 1
PERIOD TO: 01/21/2015

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

FROM CONTRACTOR:
 Tendon Systems, LLC.
 1255 Buford Highway
 Suite 204
 Suwanee GA 30024

Job No: 14064256
Client PO: 1401-055000-009
Contract No:

PROJECT NOS:
VIA ARCHITECT:

CONTRACT DATE: 09/09/2014

CONTRACT FOR:

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:	\$18,800.00
2. Net change by Change Orders:	\$0.00
3. CONTRACT SUM TO DATE (Line 1+2):	\$18,800.00
4. TOTAL COMPLETED AND STORED TO DATE: (Column G on G703)	\$2,500.00
5. RETAINAGE:	
a. 0.00 % of Completed Work (Column D+E on G703)	\$0.00
b. 0.00 % of Stored Material (Column F on G703)	
Total Retainage (Lines 5a+5b or Total in Column I of G703)	\$0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$2,500.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 5 from Prior Certificate)	\$0.00
8. CURRENT PAYMENT DUE	\$2,500.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$16,300.00

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:
 By: *[Signature]* Date: 01/21/2015
 Authorized Signature: April Smith

NOTARY PUBLIC: *[Signature]*
 State of: Georgia County of: Richmond
 Subscribed and sworn to before me this 21 day of January
 My Commission Expires: 08/28/16

OFFICIAL SEAL
 LISA MOORE
 Notary Public, Georgia
 My Commission Expires
AUGUST 28, 2016

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observation 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

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 NUMBER: 1
 APPLICATION DATE
 PERIOD TO: 01/21/2015

ARCHITECT'S PROJECT NO:

A ITEM NO	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D Changes	E New Total	F WORK COMPLETED		H MATERIALS PRESENTLY STORED (NOT IN D OR E)	I TOTAL COMPLETED AND STORED TO DATE (D+E+F)		J BALANCE TO FINISH (G-C)	K RETAINAGE (IF VARIABLE RATE)
					FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD		% (G/C)			
	ENGINEERING/SHOP D	2,500.00		2,500.00		2,500.00		2,500.00	100.00		
	BC MATERIALS	13,000.00		13,000.00						13,000.00	
	BC LABOR	3,300.00		3,300.00						3,300.00	
	Totals:	18,800.00		18,800.00		2,500.00		2,500.00	13.30	16,300.00	

Statement

Tripp Land Surveying, Inc.
 916 Dougherty Road
 Aiken, SC 29803

Date
2/17/2015

To:
Restoration Specialists 1020-B East Montague Ave. N. Charleston, SC 29405

		Amount Due	Amount Enc.		
		\$4,301.25			
Date	Transaction	Amount	Balance		
12/02/2014	VA Garage DowntownAugusta1401-010000-017:14234B Control-INV #11649. Due 01/01/2015. Orig. Amount \$2,066.25. Vicki	2,066.25	2,066.25		
12/15/2014	VA Garage DowntownAugusta1401-010000-017:14234F1 Stake Piles Elevations-INV #11656. Due 01/14/2015. Orig. Amount \$162.50.	162.50	2,228.75		
01/09/2015	VA Garage DowntownAugusta1401-010000-017:14234F2 Layout Column Lines-INV #11683. Due 02/08/2015. Orig. Amount \$847.50.	847.50	3,076.25		
01/29/2015	VA Garage DowntownAugusta1401-010000-017:14234F3 Layout Column Lines (JackEllison)-INV #11704. Due 02/28/2015. Orig. Amount \$1,225.00. Vicki	1,225.00	4,301.25		
CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
1,225.00	847.50	2,228.75	0.00	0.00	\$4,301.25

ELECTRONICALLY FILED - 2022 Feb 01 3:34 PM - CHARLESTON - COMMON PLEAS - CASE#2016CP1001143



AIA Document G701™ – 2001

Change Order

PROJECT (Name and address):
Contract No.: VA247-12-C-0035
Charlie Norwood VAMC Parking Garage
950 15th Street
Augusta, GA 30901

CHANGE ORDER NUMBER: 004
DATE: August 24, 2015

OWNER:
ARCHITECT:
CONTRACTOR:
FIELD:
OTHER:

TO SUBCONTRACTOR (Name and address):
Tupperway Siteworks, LLC
125 White Fence Lane
Summerville, SC 29483

ARCHITECT'S CONTRACTOR'S PROJECT NUMBER: 1401-312000-001
SUBCONTRACT DATE: July 1, 2014
SUBCONTRACT FOR: Sitework

THE SUBCONTRACT IS CHANGED AS FOLLOWS:
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)
This change order is for the following:
Removing and installing asphalt per the attached quote from Tupperway Siteworks dated 6/29/15.

The original Subcontract Sum was	\$	1,012,828.00
The net change by previously authorized Change Orders	\$	74,232.00
The Subcontract Sum prior to this Change Order was	\$	1,087,060.00
The Subcontract Sum will be increased by this Change Order in the amount of	\$	30,185.00
The new Subcontract Sum including this Change Order will be	\$	1,117,245.00

The Subcontract Time will be increased by Zero (8) days.
The date of Substantial Completion as of the date of this Change Order therefore is

NOTE: This Change Order does not include changes in the ~~Contract Sum, Contract Subcontract Sum, Subcontract Time~~ or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the ~~Owner-Subcontractor~~ and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, SUBCONTRACTOR AND CONTRACTOR AND OWNER.

TUPPERWAY SITEWORKS, LLC
ARCHITECT SUBCONTRACTOR (Firm name)

125 White Fence Lane
Summerville, SC 29483
ADDRESS

BY (Signature)
Elias Tupper
(Typed name)

DATE

RESTORATION SPECIALISTS, LLC
CONTRACTOR (Firm name)

1042-A East Montague Ave.
Charleston, SC 29405
ADDRESS

BY (Signature)
Dennis Schumm
(Typed name)

August 7, 2015
DATE

OWNER (Firm name)

ADDRESS

BY (Signature)
(Typed name)

DATE

Change Order

TUPPERWAY SITEWORKS LLC

125 White Fence Lane

Summerville, South Carolina 29483

(843) 832-8801/514-4457 fax (843) 871-9021

Date: June 29, 2015 Job Name: Charles Norwood VA Garage Additional asphalt beside front canopy Job Location: Augusta, GA

We propose hereby to furnish material and labor – complete in accordance with specifications below, for the sum of: \$30,185.00

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Authorized Signature:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications below involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strike accidents or delays beyond our control. Owner is to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

We hereby submit specifications and estimates for:

- 1) Installing 555sy of asphalt 2 inches thick=\$8,325.00
- 2) Installing rock base 6 inches thick under asphalt=\$4,980.00
- 3) Hauling and demo of 555sy of asphalt including underneath existing canopy=\$5,500.00
- 4) Removal of 4 inches to 6 inches of base material that is underneath existing asphalt and storing on-site=\$1,000.00
- 5) Hauling of 120cy of dirt that is under existing base= \$1,280.00
- 6) Rough grading area to sub-grade and installing rock base= \$5,100.00
- 7) Final grade of base material to prep for asphalt includes grading underneath existing canopy= \$4,000.00
- 8)

Note : You will need to add 8 days to existing schedule to do this.

The following exclusions apply:

Does not include any SWAPP inspections.

Does not include: installing asphalt patch in the street were sewer and water cross road.

Does not include; Sewer services or water services or waste water holding tanks..

Does not include; mucking out and filling of unsuitable material below top 6".

We are not responsible for obtaining permits needed for job.

We are not responsible for moving utility lines, utility work.

Does not include; any landscaping of primary areas.

Does not include: Removal of any fuel tanks on site.

Does not include; removing any sewer or water lines.

Does not include installing blue stone, granite curb or concrete associated with it.

Does not include; any pump stations of piping associated with it.

Does not include any dewatering of site or removing contaminate soils.

Does not include; Installing any kind of decorative fence or removing of any fences.

Does not include; electrical equipment concrete pads, Bike racks, seating areas, benches, Pipe bollards.

Does not include; removing or installing any electrical, telephone, or fiber optic lines.

Muck and fill price= \$25.00 cuyd

57 stone fill=\$60.00 cuyd

Price is contingent on AIA401 subcontract agreement or another subcontract agreement, mutually agreeable.

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.



AIA®

Document G701™ – 2001

Change Order

PROJECT (Name and address):

Contract No.: VA247-12-C-0035
Charlie Norwood VAMC Parking Garage
950 15th Street
Augusta, GA 30901

CHANGE ORDER NUMBER: 002

DATE: July 30, 2015

OWNER:

ARCHITECT:

CONTRACTOR:

FIELD:

OTHER:

TO SUBCONTRACTOR (Name and address):

Watts & Associates
P.O. Box 21273
Columbia, SC 29221
(803) 309-0193

ARCHITECT'S CONTRACTOR'S PROJECT NUMBER:

1401-079200-020

SUBCONTRACT DATE: February 17, 2015

SUBCONTRACT FOR: Waterproofing

THE SUBCONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

This change order is for the following:

Caulk both sides of the tees with rated and non-rated caulking plus the 3/4 x 3/4 joint with traffic grade Silicone.

The original Subcontract Sum was	\$	71,740.00
The net change by previously authorized Change Orders	\$	316.00
The Subcontract Sum prior to this Change Order was	\$	72,056.00
The Subcontract Sum will be increased by this Change Order in the amount of	\$	14,184.00
The new Subcontract Sum including this Change Order will be	\$	86,240.00

The Subcontract Time will be increased by Zero (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is

NOTE: This Change Order does not include changes in the ~~Contract Sum, Contract Subcontract Sum, Subcontract Time or~~ Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the ~~Owner-Subcontractor~~ and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, SUBCONTRACTOR AND CONTRACTOR AND OWNER.

WATTS & ASSOCIATES

ARCHITECT SUBCONTRACTOR (Firm name)

P.O. Box 21273
Columbia, SC 29221

ADDRESS

BY (Signature)

Kip McCoy
(Typed name)

DATE

RESTORATION SPECIALISTS, LLC

CONTRACTOR (Firm name)

1042-A East Montague Ave.
Charleston, SC 29405

ADDRESS

BY (Signature)

Dennis Schumm - Executive Director
(Typed name)

DATE

OWNER (Firm name)

ADDRESS

BY (Signature)

(Typed name)

DATE

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User Notes:

(1800102967)

To: 'Dennis Schumm'
Cc: 'Jack E. ellison Sr'; mward@restspec.com
Subject: RE: Additional silicone and fire caulking

Jack the precast at the double Tee's was for \$1,460.00. Rgw 3/4 X 3/4 joint is \$12,724.00



Kip McCoy Project Manager
Watts & Associates Waterproofing LLC
803.786.4610 Office
803.309-0193 Cell
803.786.0952 Fax

From: Dennis Schumm [<mailto:dennis@restspec.com>]
Sent: Monday, June 22, 2015 4:19 PM
To: Kip McCoy
Cc: 'Jack E. ellison Sr'; mward@restspec.com
Subject: Additional silicone and fire caulking

Kip,

I received a quote from you for \$14,184.00 to caulk both sides of the tees with rated and non-rated caulking plus the 3/4 x 3/4 joint with traffic grade silicone.

Please break these 2 types and locations down into separate line items. The caulking around the precast is part of the original contract we have with the VA but the 3/4 x 3/4 is based on a recent email from the engineer and was not on the original design drawings.

We will get a change order together for you as soon as we get the breakdown.

Thanks,

Dennis Schumm
Director of Construction
Restoration Specialists, LLC



HUBZone Certified / SDVOSB Verified

1042-A East Montague Ave.
N. Charleston, SC 29405
843-277-2059 (Office)
843-200-2167 (Cell)
843-789-3135 (Fax)

Dennis Schumm

From: Jack E. ellison Sr <jack@restspec.com>
Sent: Thursday, July 30, 2015 6:59 AM
To: Dennis Schumm
Cc: Kip McCoy
Subject: FW: Additional silicone and fire caulking

These need the Change Order issued for please

Jack E. Ellison Sr.
Superintendent
Restoration Specialists, LLC



HUBZone Certified / SDVOSB Verified

1042 A East Montague Ave.
N. Charleston, SC 29405
843-277-2059 (Office Line 1)
843-718-0750 (Office Line 2)
843-200-0501 (Cell)
843-789-3135 (Fax)
jack@restspec.com (Email)

From: Kip McCoy [mailto:kip@wattswaterproofing.com]
Sent: Wednesday, July 29, 2015 5:59 PM
To: Jack Ellison <jack@restspec.com> (jack@restspec.com)
Subject: FW: Additional silicone and fire caulking

Never got a CO for this.



Kip McCoy Project Manager
Watts & Associates Waterproofing LLC
803.786.4610 Office
803.309-0193 Cell
803.786.0952 Fax

From: Kip McCoy
Sent: Wednesday, July 01, 2015 9:50 AM

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF 1 of 2 PAGES

TO OWNER:

Department of Veterans Affairs
501 Green Street, Hatcher Bldg. - Suite 201
Augusta, GA 30901

PROJECT: Parking Garage

PROJECT NO: VA247-12-C-0035

APPLICATION NO:

Distribution to:

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

PERIOD TO: **September 30, 2015**

FROM CONTRACTOR:

Restoration Specialists, LLC
1042-A East Montague Avenue
Charleston, SC 20405

VIA ARCHITECT: N/A

PROJECT NOS:

CONTRACT FOR: Charlie Norwood VA Medical Center Parking Garage

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	\$	5,999,860.00
2. Net change by Change Orders	\$	2,194,168.71
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	8,194,028.71
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	8,108,406.88
5. RETAINAGE:		
a. 0 % of Completed Work (Column D + E on G703)	\$	0.00
b. 0 % of Stored Material (Column F on G703)	\$	\$0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	8,108,406.88
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	\$7,874,195.12
8. CURRENT PAYMENT DUE	\$	234,211.76
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	85,621.83

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$2,194,168.71	
Total approved this Month	\$0.00	
TOTALS	\$2,194,168.71	
NET CHANGES by Change Order	\$2,194,168.71	

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: **Restoration Specialists, LLC**



By: _____ Date: **9/30/2015**

State of: South Carolina County of: **Charleston**
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.

ELECTRONICALLY FILED - 2022 Feb 01 3:34 PM - CHARLESTON - COMMON PLEAS - CASE#2016CP1001143

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 2 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

APPLICATION NO:

Contractor's signed certification is attached.

APPLICATION DATE: September 30, 2015

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

PERIOD TO: September 30, 2015

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

ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
	General Conditions	\$591,297.83	\$583,734.00	\$5,000.00	\$0.00	\$588,734.00	99.57%	\$2,563.83	\$0.00
	Payment & Performance Bond	\$61,999.00	\$61,999.00	\$0.00	\$0.00	\$61,999.00	100.00%	\$0.00	\$0.00
	Engineering & Design	\$815,000.00	\$815,000.00	\$0.00	\$0.00	\$815,000.00	100.00%	\$0.00	\$0.00
	Mobilization	\$81,500.00	\$81,500.00	\$0.00	\$0.00	\$81,500.00	100.00%	\$0.00	\$0.00
	Silt Fencing / Erosion Control	\$20,000.00	\$20,000.00	\$0.00	\$0.00	\$20,000.00	100.00%	\$0.00	\$0.00
	Site Demolition	\$122,000.00	\$122,000.00	\$0.00	\$0.00	\$122,000.00	100.00%	\$0.00	\$0.00
	Storm Drainage	\$200,000.00	\$200,000.00	\$0.00	\$0.00	\$200,000.00	100.00%	\$0.00	\$0.00
	Water & Sewer	\$99,159.00	\$99,159.00	\$0.00	\$0.00	\$99,159.00	100.00%	\$0.00	\$0.00
	Rough Grading	\$106,000.00	\$106,000.00	\$0.00	\$0.00	\$106,000.00	100.00%	\$0.00	\$0.00
	Aggregate Base	\$66,000.00	\$65,250.00	\$750.00	\$0.00	\$66,000.00	100.00%	\$0.00	\$0.00
	Concrete Curbing	\$31,000.00	\$31,000.00	\$0.00	\$0.00	\$31,000.00	100.00%	\$0.00	\$0.00
	Asphalt Paving	\$79,000.00	\$78,000.00	\$1,000.00	\$0.00	\$79,000.00	100.00%	\$0.00	\$0.00
	Seal Coating	\$4,000.00	\$4,000.00	\$0.00	\$0.00	\$4,000.00	100.00%	\$0.00	\$0.00
	Line Striping (Site Parking)	\$15,000.00	\$7,500.00	\$7,500.00	\$0.00	\$15,000.00	100.00%	\$0.00	\$0.00
	Line Striping (Garage Interior)	\$16,125.00	\$16,125.00	\$0.00	\$0.00	\$16,125.00	100.00%	\$0.00	\$0.00
	Chainlink Fence & Gates	\$21,000.00	\$21,000.00	\$0.00	\$0.00	\$21,000.00	100.00%	\$0.00	\$0.00
	Sodding	\$3,500.00	\$3,000.00	\$500.00	\$0.00	\$3,500.00	100.00%	\$0.00	\$0.00
	Auger Cast Piles	\$493,500.00	\$493,500.00	\$0.00	\$0.00	\$493,500.00	100.00%	\$0.00	\$0.00
	Pile Caps & Grade Beams	\$345,500.00	\$345,500.00	\$0.00	\$0.00	\$345,500.00	100.00%	\$0.00	\$0.00
	4" Slab on Grade / Topping Slabs	\$401,000.00	\$401,000.00	\$0.00	\$0.00	\$401,000.00	100.00%	\$0.00	\$0.00
	Concrete Sidewalks	\$35,000.00	\$35,000.00	\$0.00	\$0.00	\$35,000.00	100.00%	\$0.00	\$0.00
	Precast Material & Erection	\$2,277,000.00	\$2,255,149.99	\$21,850.01	\$0.00	\$2,277,000.00	100.00%	\$0.00	\$0.00
	Masonry	\$19,189.00	\$17,500.00	\$1,689.00	\$0.00	\$19,189.00	100.00%	\$0.00	\$0.00
	Handrails, Pipe Bollards, Miscellaneous Steel	\$106,416.00	\$106,416.00	\$0.00	\$0.00	\$106,416.00	100.00%	\$0.00	\$0.00
	Below Grade Waterproofing	\$36,000.00	\$36,000.00	\$0.00	\$0.00	\$36,000.00	100.00%	\$0.00	\$0.00
	Joint Sealants (S.O.G.)	\$7,500.00	\$7,500.00	\$0.00	\$0.00	\$7,500.00	100.00%	\$0.00	\$0.00
	Joint Sealants (Precast & Vertical Joints)	\$80,000.00	\$80,000.00	\$0.00	\$0.00	\$80,000.00	100.00%	\$0.00	\$0.00
	Roofing at Stair Towers	\$19,000.00	\$19,000.00	\$0.00	\$0.00	\$19,000.00	100.00%	\$0.00	\$0.00
	HM Doors / Frames / Hardware	\$15,000.00	\$15,000.00	\$0.00	\$0.00	\$15,000.00	100.00%	\$0.00	\$0.00
	Aluminum Storefront Frames & Glass	\$32,000.00	\$32,000.00	\$0.00	\$0.00	\$32,000.00	100.00%	\$0.00	\$0.00
	Louvers	\$1,600.00	\$1,600.00	\$0.00	\$0.00	\$1,600.00	100.00%	\$0.00	\$0.00
	Acoustical Ceilings (Security Office)	\$2,000.00	\$2,000.00	\$0.00	\$0.00	\$2,000.00	100.00%	\$0.00	\$0.00
	Louvers	\$2,305.00	\$2,075.00	\$230.00	\$0.00	\$2,305.00	100.00%	\$0.00	\$0.00
	Painting	\$15,980.00	\$12,000.00	\$3,980.00	\$0.00	\$15,980.00	100.00%	\$0.00	\$0.00

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CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 2 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

APPLICATION NO:

Contractor's signed certification is attached.

APPLICATION DATE: September 30, 2015

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

PERIOD TO: September 30, 2015

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

ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
	Signage	\$81,000.00	\$52,000.00	\$25,000.00	\$0.00	\$77,000.00	95.06%	\$4,000.00	\$0.00
	Fire Extinguishers	\$2,541.00	\$2,541.00	\$0.00	\$0.00	\$2,541.00	100.00%	\$0.00	\$0.00
	Prefabricated Canopies	\$132,951.00	\$132,951.00	\$0.00	\$0.00	\$132,951.00	100.00%	\$0.00	\$0.00
	Parking Control Equipment / Decorative Gate	\$14,748.00	\$12,500.00	\$0.00	\$0.00	\$12,500.00	84.76%	\$2,248.00	\$0.00
	Wheel Stops	\$5,350.00	\$4,500.00	\$850.00	\$0.00	\$5,350.00	100.00%	\$0.00	\$0.00
	Elevators	\$255,310.00	\$116,000.00	\$62,500.00	\$0.00	\$178,500.00	69.92%	\$76,810.00	\$0.00
	Deck Storm Drainage	\$229,179.00	\$229,179.00	\$0.00	\$0.00	\$229,179.00	100.00%	\$0.00	\$0.00
	HVAC (Security Office & Elevator Equipment Room)	\$11,402.00	\$11,402.00	\$0.00	\$0.00	\$11,402.00	100.00%	\$0.00	\$0.00
	Electrical / Security / Parking Management	\$414,842.00	\$350,000.00	\$64,842.00	\$0.00	\$414,842.00	100.00%	\$0.00	\$0.00
	MOD # 1 - Temporary Parking Lot	\$670,968.44	\$668,468.44	\$2,500.00	\$0.00	\$670,968.44	100.00%	\$0.00	\$0.00
	MOD # 2 - Design Cost Increases (Disbursed into Schedule of Value)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	100.00%	\$0.00	\$0.00
	MOD # 3 - Design Cost Increases (Disbursed into Schedule of Value)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	100.00%	\$0.00	\$0.00
	MOD # 4 - Temporary Lot (Debris Handling & Testing)	\$20,377.50	\$20,377.50	\$0.00	\$0.00	\$20,377.50	100.00%	\$0.00	\$0.00
	MOD # 5 - Garage Site Testing	\$78,037.75	\$75,742.00	\$2,295.75	\$0.00	\$78,037.75	100.00%	\$0.00	\$0.00
	MOD # 6 - Gas Line Relocation	\$20,542.50	\$20,542.50	\$0.00	\$0.00	\$20,542.50	100.00%	\$0.00	\$0.00
	MOD # 7 - No Cost Time Extension	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	100.00%	\$0.00	\$0.00
	MOD # 8 - Concrete Removal	\$1,483.69	\$1,483.69	\$0.00	\$0.00	\$1,483.69	100.00%	\$0.00	\$0.00
	MOD # 9 - No Cost Canopy Change	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	100.00%	\$0.00	\$0.00
	MOD # 10 - Additional Paving, Striping and Fence Relocation	\$33,725.00	\$0.00	\$33,725.00	\$0.00	\$33,725.00	100.00%	\$0.00	\$0.00
	NOD # 11 - No Cost Elevator Warranty	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	100.00%	\$0.00	\$0.00
	GRAND TOTALS	\$8,194,028.71	\$7,874,195.12	\$234,211.76	\$0.00	\$8,108,406.88	98.96%	\$85,621.83	\$0.00

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Palmetto Construction Group

** A/R HISTORY REPORT **
January 2014 to Date

===== PHONE: =====
CUSTOMER: RESTO - RESTORATION SPECIALISTS

TRAN #	DATE	DOCUMENT	JOB #	CHARGES	PAYMENTS	BALANCE
12/13		ENDING BALANCE:				0.00
161-0001	07/30/14	Inv# app#1-1206	1206	46,108.99		46,108.99
	07/14	TOTALS:		46,108.99	0.00	46,108.99
276-0001	09/24/14	Chk# 1823			15,055.54	
356-0001	09/30/14	Inv# app#2.1206	1206	3,133.97		34,187.42
	09/14	TOTALS:		3,133.97	15,055.54	34,187.42
405-0001	10/31/14	Inv# app#3-1206	1206	11,678.03		45,865.45
	10/14	TOTALS:		11,678.03	0.00	45,865.45
357-0001	11/04/14	Chk# 745698			34,187.42	
404-0001	11/24/14	Chk# 56+45			11,678.03	
457-0001	11/30/14	Inv# app#4-1206	1206	14,737.98		14,737.98
	11/14	TOTALS:		14,737.98	45,865.45	14,737.98
458-0001	12/16/14	Chk# 85659			14,737.98	
524-0001	12/31/14	Inv# app#4-1206	1206	10,491.37		
606-0001	12/31/14	Inv# app#5-1206	1206	413,849.66		424,341.03
	12/14	TOTALS:		424,341.03	14,737.98	424,341.03
523-0002	01/15/15	Chk# 123456			10,491.37	
	01/15	TOTALS:		0.00	10,491.37	413,849.66
736-0001	03/17/15	Chk# 1123			21,835.30	
	03/15	TOTALS:		0.00	21,835.30	392,014.36
806-0002	04/08/15	Chk# 987654			115,548.61	
842-0001	04/16/15	Chk# 987654			99,690.00	
905-0001	04/30/15	Inv# app#7-1206	1206	199,261.19		376,036.94
	04/15	TOTALS:		199,261.19	215,238.61	376,036.94
906-0002	05/13/15	Chk# 98765432			139,447.47	
	05/15	TOTALS:		0.00	139,447.47	236,589.47
095-0001	07/16/15	Chk# 9876543321			80,000.00	
116-0001	07/22/15	Chk# 987			156,562.47	
	07/15	TOTALS:		0.00	236,562.47	27.00

(Continued)

Palmetto Construction Group

** A/R HISTORY REPORT **
January 2014 to Date

=====

CUSTOMER: RESTO - RESTORATION SPECIALISTS (Continued)

TRAN #	DATE	DOCUMENT	JOB #	CHARGES	PAYMENTS	BALANCE
258-0001	08/31/15	Inv# app#8-1206	1206	562,050.43		
		08/15 TOTALS:		562,050.43	0.00	562,077.43
259-0001	09/03/15	Chk# 98			174,500.00	
		09/15 TOTALS:		0.00	174,500.00	387,577.43
384-0001	10/08/15	Chk# 987			50,000.00	
411-0001	10/19/15	Chk# abc			150,000.00	
498-0001	10/31/15	Chk# 98765436			22,835.00	
		10/15 TOTALS:		0.00	222,835.00	164,742.43
272-0001	09/15/15	Inv# app#9-1206	1206	20,116.26		
		CURRENT TOTALS:		20,116.26	0.00	184,858.69
		CUSTOMER RESTO TOTALS:		1281,427.88	1096,569.19	184,858.69

For Dates: 00/00/00 to 99/99/99

JOB: 1206 - VA GA Parking Garage

REF #	JR	DATE	DOCUMENT	DESCRIPTION	LABOR	MATERIAL	SUBCON	EQUIP	OTHER	BILLINGS		
** BASE BUDGET **												
CODE: 00 UNCODED												
161-0001	AR	07/30/14	Inv# app#1-1206	Restoration Specialists						46,108.99		
356-0001	AR	09/30/14	Inv# app#2.1206	Restoration Specialists						3,133.97		
405-0001	AR	10/31/14	Inv# app#3-1206	Restoration Specialists						11,678.03		
457-0001	AR	11/30/14	Inv# app#4-1206	Restoration Specialists						14,737.98		
524-0001	AR	12/31/14	Inv# app#4-1206	Restoration Specialists						10,491.37		
606-0001	AR	12/31/14	Inv# app#5-1206	Restoration Specialists						413,849.66		
905-0001	AR	04/30/15	Inv# app#7-1206	Restoration Specialists						199,261.19		
258-0001	AR	08/31/15	Inv# app#8-1206	Restoration Specialists						562,050.43		
272-0001	AR	09/15/15	Inv# app#9-1206	Restoration Specialists						20,116.26		
CODE 00 TOTALS:					COST TOTALS:	0.00	0.00	0.00	0.00	0.00	0.00	1,281,427.88
CODE: 01001 SUPERINTENDENT												
566-0001	PS	11/15/12	40.00 hr + 26% Burd	Skylar Ashby	1,519.42							
586-0001	PS	11/21/12	40.00 hr + 26% Burd	Skylar Ashby	1,519.42							
616-0001	PS	11/29/12	40.00 hr + 26% Burd	Skylar Ashby	1,519.42							
633-0001	PS	12/06/12	40.00 hr + 26% Burd	Skylar Ashby	1,519.42							
655-0001	PS	12/13/12	40.00 hr + 26% Burd	Skylar Ashby	1,519.42							
682-0001	PS	12/20/12	40.00 hr + 26% Burd	Skylar Ashby	1,519.42							
698-0001	PS	12/27/12	40.00 hr + 26% Burd	Skylar Ashby	1,519.42							
733-0001	PS	01/10/13	40.00 hr + 27% Burd	Skylar Ashby	1,526.92							
796-0001	PS	01/31/13	40.00 hr + 27% Burd	Skylar Ashby	1,526.92							
809-0001	PS	02/07/13	40.00 hr + 27% Burd	Skylar Ashby	1,526.92							
827-0001	PS	02/14/13	40.00 hr + 27% Burd	Skylar Ashby	1,526.92							
847-0001	PS	02/21/13	40.00 hr + 26% Burd	Skylar Ashby	1,519.95							
862-0001	PS	02/28/13	40.00 hr + 26% Burd	Skylar Ashby	1,519.92							
225-0004	GJ	06/25/14	Document# 6.2014	1206 Tracking Cost Correction	-19,783.49							
028-0001	PS	07/03/14	25.00 hr + 28% Burd	Barry Muckenfuss	736.93							
054-0001	PS	07/09/14	18.00 hr + 28% Burd	Barry Muckenfuss	751.55							
062-0001	PS	07/17/14	50.00 hr + 28% Burd	Barry Muckenfuss	1,590.42							
086-0001	PS	07/24/14	53.00 hr + 28% Burd	Barry Muckenfuss	1,720.82							
109-0001	PS	07/31/14	54.00 hr + 28% Burd	Barry Muckenfuss	1,764.27							
126-0001	PS	08/07/14	46.00 hr + 28% Burd	Barry Muckenfuss	1,416.62							

For Dates: 00/00/00 to 99/99/99

JOB: 1206 - VA GA Parking Garage

REF #	JR	DATE	DOCUMENT	DESCRIPTION	LABOR	MATERIAL	SUBCON	EQUIP	OTHER	BILLINGS
144-0001	PS	08/14/14	46.00 hr + 28% Burd	Barry Muckenfuss	1,416.62					
193-0001	PS	08/21/14	58.00 hr + 28% Burd	Barry Muckenfuss	1,938.11					
202-0001	PS	08/28/14	46.00 hr + 28% Burd	Barry Muckenfuss	1,416.62					
220-0001	PS	09/04/14	55.00 hr + 28% Burd	Barry Muckenfuss	1,807.74					
241-0001	PS	09/11/14	41.00 hr + 28% Burd	Barry Muckenfuss	1,199.80					
260-0001	PS	09/18/14	52.00 hr + 28% Burd	Barry Muckenfuss	1,677.37					
273-0001	PS	09/25/14	56.00 hr + 28% Burd	Barry Muckenfuss	1,851.49					
289-0001	PS	10/02/14	44.00 hr + 28% Burd	Barry Muckenfuss	1,329.98					
303-0001	PS	10/09/14	50.00 hr + 28% Burd	Barry Muckenfuss	1,590.73					
323-0001	PS	10/16/14	40.00 hr + 28% Burd	Barry Muckenfuss	1,156.15					
331-0001	PS	10/23/14	40.00 hr + 28% Burd	Barry Muckenfuss	1,156.15					
344-0001	PS	10/30/14	52.50 hr + 28% Burd	Barry Muckenfuss	1,699.38					
352-0001	PS	11/06/14	42.00 hr + 28% Burd	Barry Muckenfuss	1,243.07					
352-0001	PS	11/06/14	48.00 hr + 25% Burd	Stephen C. Dandridge	2,038.39					
369-0001	PS	11/13/14	50.00 hr + 28% Burd	Barry Muckenfuss	1,590.73					
369-0001	PS	11/13/14	48.00 hr + 25% Burd	Stephen C. Dandridge	2,038.39					
383-0001	PS	11/20/14	40.50 hr + 28% Burd	Barry Muckenfuss	1,178.32					
383-0001	PS	11/20/14	40.50 hr + 25% Burd	Stephen C. Dandridge	1,597.25					
397-0001	PS	11/26/14	48.00 hr + 25% Burd	Stephen C. Dandridge	2,038.39					
409-0001	PS	12/04/14	26.00 hr + 25% Burd	Stephen C. Dandridge	1,018.82					
426-0001	PS	12/11/14	48.00 hr + 25% Burd	Stephen C. Dandridge	2,038.39					
454-0001	PS	12/18/14	48.00 hr + 25% Burd	Stephen C. Dandridge	2,038.39					
472-0001	PS	12/24/14	40.00 hr + 25% Burd	Stephen C. Dandridge	1,567.42					
518-0001	PS	01/15/15	40.00 hr + 23% Burd	Stephen C. Dandridge	1,537.74					
541-0001	PS	01/22/15	40.00 hr + 23% Burd	Stephen C. Dandridge	1,538.12					
559-0001	PS	01/29/15	35.00 hr + 23% Burd	Stephen C. Dandridge	1,653.29					
583-0001	PS	02/05/15	40.00 hr + 22% Burd	Stephen C. Dandridge	1,535.80					
612-0001	PS	02/12/15	49.00 hr + 22% Burd	Stephen C. Dandridge	2,047.97					
625-0001	PS	02/19/15	46.00 hr + 22% Burd	Stephen C. Dandridge	2,008.26					
649-0001	PS	02/26/15	40.00 hr + 22% Burd	Stephen C. Dandridge	1,530.12					
673-0001	PS	03/05/15	40.00 hr + 22% Burd	Stephen C. Dandridge	1,531.98					
701-0001	PS	03/12/15	59.00 hr + 22% Burd	Stephen C. Dandridge	2,621.88					
730-0001	PS	03/19/15	49.00 hr + 22% Burd	Stephen C. Dandridge	2,047.12					
743-0001	PS	03/26/15	40.00 hr + 22% Burd	Stephen C. Dandridge	1,530.13					
777-0001	PS	04/02/15	42.00 hr + 25% Burd	Stephen C. Dandridge	1,685.36					
792-0001	PS	04/09/15	46.00 hr + 25% Burd	Stephen C. Dandridge	1,920.80					
823-0001	PS	04/16/15	44.00 hr + 25% Burd	Stephen C. Dandridge	1,803.04					

For Dates: 00/00/00 to 99/99/99

JOB: 1206 - VA GA Parking Garage

REF #	JR	DATE	DOCUMENT	DESCRIPTION	LABOR	MATERIAL	SUBCON	EQUIP	OTHER	BILLINGS	
853-0001	PS	04/23/15	36.00 hr + 25% Burd	Stephen C. Dandridge	1,410.64						
861-0001	PS	04/30/15	40.00 hr + 25% Burd	Stephen C. Dandridge	1,567.64						
880-0001	PS	05/07/15	40.00 hr + 25% Burd	Stephen C. Dandridge	1,568.16						
890-0001	PS	05/14/15	40.00 hr + 25% Burd	Stephen C. Dandridge	1,567.88						
916-0001	PS	05/21/15	40.00 hr + 25% Burd	Stephen C. Dandridge	1,567.64						
926-0001	PS	05/28/15	40.00 hr + 25% Burd	Stephen C. Dandridge	1,567.64						
949-0001	PS	06/04/15	41.00 hr + 25% Burd	Stephen C. Dandridge	1,626.83						
966-0001	PS	06/11/15	44.00 hr + 25% Burd	Stephen C. Dandridge	1,803.12						
991-0001	PS	06/18/15	51.00 hr + 25% Burd	Stephen C. Dandridge	2,215.17						
013-0001	PS	06/25/15	46.00 hr + 25% Burd	Stephen C. Dandridge	1,920.82						
036-0001	PS	07/02/15	51.00 hr + 25% Burd	Stephen C. Dandridge	2,215.17						
059-0001	PS	07/09/15	45.00 hr + 25% Burd	Stephen C. Dandridge	1,862.27						
089-0001	PS	07/16/15	40.00 hr + 25% Burd	Stephen C. Dandridge	1,567.64						
131-0001	PS	07/30/15	40.00 hr + 29% Burd	Ron L. Creel	1,007.98						
154-0001	PS	08/06/15	20.00 hr + 29% Burd	Ron L. Creel	504.02						
CODE 01001 TOTALS: LABOR HOURS: 3049.50				COST TOTALS:	93,572.54	93,572.54	0.00	0.00	0.00	0.00	0.00
CODE: 01002 Apartment											
025-0001	CA	06/19/14	Check# 1687	Auben Realty					850.00		
063-0002	CA	07/15/14	Check# 1309	Auben Realty					1,331.67		
138-0043	AP	07/27/14	Inv# 7.2014	Comcast Cable 05628					130.68		
642-0003	CA	07/31/14	Check# 88	Georgia Power					152.25		
203-0006	CA	08/25/14	Check# 1380	Auben Realty					1,700.00		
244-0043	AP	08/25/14	Inv# 8.2014	Comcast Cable 05628					75.73		
244-0045	AP	08/25/14	Inv# 8.2014	Augusta Utilities Dept					37.40		
244-0044	AP	08/28/14	Inv# 8.2014	Georgia Power					304.96		
512-0001	AP	09/17/14	Inv# 9.17.14	American Express		1,875.09					
321-0014	AP	09/23/14	Inv# 9.2014	Augusta Utilities Dept					82.49		
275-0005	CA	09/24/14	Check# 1386	Auben Realty					1,700.00		
285-0001	AP	09/24/14	Inv# 5,6,7.14	American Express		636.38					
321-0011	AP	09/25/14	Inv# 9.2014	Comcast Cable 05628					75.73		
336-0013	AP	09/29/14	Inv# 13745-8907 3	Georgia Power					212.25		
354-0001	AP	10/23/14	Inv# 10.2014	Augusta Utilities Dept					41.35		
833-0013	CA	10/31/14	Check# 123458	American Express		634.39					
429-0026	AP	11/11/14	Inv# 11.2014	Georgia Power					228.12		
380-0001	CA	11/13/14	Check# 2367	Georgia Power					130.85		

For Dates: 00/00/00 to 99/99/99

JOB: 1206 - VA GA Parking Garage

REF #	JR	DATE	DOCUMENT	DESCRIPTION	LABOR	MATERIAL	SUBCON	EQUIP	OTHER	BILLINGS
398-0007	CA	11/24/14	Check# 2376	Auben Realty					1,700.00	
411-0045	AP	11/24/14	Inv# 112414	Augusta Utilities Dept					8.09	
429-0025	AP	11/25/14	Inv# 11.2014	Comcast Cable 05628					85.22	
506-0076	AP	12/23/14	Inv# 12.2014	Augusta Utilities Dept					41.35	
506-0079	AP	12/25/14	Inv# 12.2014	Comcast Cable 05628					85.22	
506-0078	AP	01/08/15	Inv# 12.2014	Georgia Power					333.80	
594-0001	CA	01/08/15	Check# 123	American Express		636.38				
661-0003	AP	01/25/15	Inv# 2.2015	Comcast Cable 05628					172.18	
580-0001	AP	01/28/15	Inv# 2.2015	Augusta Utilities Dept					41.35	
661-0004	AP	01/29/15	Inv# 2.2015	Georgia Power					381.07	
576-0001	CA	02/02/15	Check# 2603	Auben Realty					1,700.00	
754-0001	AP	02/18/15	Inv# 2.2015	American Express		634.39				
669-0001	AP	02/24/15	Inv# 2.24.15	Augusta Utilities Dept					41.35	
727-0010	AP	03/15/15	Inv# 2.2015	Georgia Power					354.45	
727-0011	AP	03/15/15	Inv# 2.2015	Comcast Cable 05628					13.73	
809-0001	AP	03/17/15	Inv# 4.2015	Comcast Cable 05628					200.00	
746-0001	CA	03/24/15	Check# 2819	Auben Realty					850.00	
797-0015	AP	03/25/15	Inv# 4.2015	Augusta Utilities Dept					41.35	
855-0002	AP	03/25/15	Inv# 3.25.15	Comcast Cable 05628					86.96	
855-0003	AP	03/30/15	Inv# 3.2015	Georgia Power					156.84	
821-0030	AP	04/03/15	Inv# 5-3937	Armor Exterminating					1,250.00	
885-0001	AP	04/23/15	Inv# 5.2015	Augusta Utilities Dept					68.09	
934-0002	AP	04/25/15	Inv# 3&4.2015	American Express		1,942.35				
863-0005	CA	04/28/15	Check# 3129	Auben Realty					850.00	
912-0002	AP	04/29/15	Inv# 4.29.15	Georgia Power					124.77	
878-0001	CA	05/04/15	Check# 9876545309	Wesley Clay Tillman					300.00	
880-0004	PS	05/07/15		Payroll- Expense					100.00	
093-0001	AP	05/18/15	Inv# 5.18.15	American Express		1,406.97				
976-0035	AP	05/22/15	Inv# 6.2015	Augusta Utilities Dept					51.35	
953-0001	AP	06/01/15	Inv# 6.2015	Auben Realty					850.00	
976-0024	AP	06/01/15	Inv# 6.2015	Georgia Power					141.79	
966-0004	PS	06/11/15		Payroll- Expense					50.00	
156-0001	AP	06/18/15	Inv# 6.18.15	American Express		950.99				
300-0002	CA	06/18/15	Check# 98765432	Georgia Power					266.56	
067-0076	AP	06/25/15	Inv# 7.2015	Augusta Utilities Dept					42.59	
048-0001	CA	07/06/15	Check# 3200	Auben Realty					850.00	
204-0020	AP	07/14/15	Inv# 7.2015	Georgia Power					28.78	

For Dates: 00/00/00 to 99/99/99

JOB: 1206 - VA GA Parking Garage

REF #	JR	DATE	DOCUMENT	DESCRIPTION	LABOR	MATERIAL	SUBCON	EQUIP	OTHER	BILLINGS		
147-0071	AP	07/18/15	Inv# 7.2015	Augusta Utilities Dept					46.85			
182-0001	AP	07/18/15	7.2015 Reversed	Augusta Utilities Dept					-46.85			
184-0001	AP	07/18/15	Inv# 7.18.15	American Express		1,235.69						
204-0019	AP	08/07/15	Inv# final	Comcast Cable 05628					32.38			
176-0005	CA	08/11/15	Check# 3342	Augusta Utilities Dept					89.44			
209-0004	PS	08/20/15		Payroll- Expense					100.00			
280-0093	AP	09/04/15	Inv# Final	Georgia Power					146.38			
419-0012	AP	10/09/15	Inv# FINAL	Georgia Power					7.00			
CODE 01002 TOTALS:					COST TOTALS:	28,648.20	0.00	9,952.63	0.00	0.00	18,695.57	0.00
CODE: 01003 Attorney's Fees												
142-0067	AP	06/07/16	Inv# 1030	Andrew K Epting Jr LLC					24,984.41			
CODE 01003 TOTALS:					COST TOTALS:	24,984.41	0.00	0.00	0.00	0.00	24,984.41	0.00
CODE: 01005 VACATION/HOLIDAY PAY												
193-0001	PS	08/21/14	0.00 hr + 28% Burd	Barry Muckenfuss	1,158.83							
241-0001	PS	09/11/14	0.00 hr + 28% Burd	Barry Muckenfuss	231.28							
409-0001	PS	12/04/14	0.00 hr + 28% Burd	Stephen C. Dandridge	562.46							
477-0001	PS	12/31/14	0.00 hr + 28% Burd	Stephen C. Dandridge	1,606.99							
490-0001	PS	01/08/15	0.00 hr + 26% Burd	Ron L. Creel	983.79							
490-0001	PS	01/08/15	0.00 hr + 26% Burd	Stephen C. Dandridge	1,577.31							
949-0001	PS	06/04/15	0.00 hr + 28% Burd	Stephen C. Dandridge	321.52							
949-0001	PS	06/04/15	0.00 hr + 26% Burd	Marvin E Ross	101.12							
059-0001	PS	07/09/15	0.00 hr + 28% Burd	Stephen C. Dandridge	321.56							
107-0001	PS	07/23/15	0.00 hr + 29% Burd	Ron L. Creel	201.55							
CODE 01005 TOTALS:					COST TOTALS:	7,066.41	7,066.41	0.00	0.00	0.00	0.00	0.00
CODE: 01020 EXPENDABLES												
467-0001	AP	09/20/12	Inv# 25650	Affordable Business Machines,		213.18						
553-0001	AP	11/05/12	Inv# 6226-2011	Submittal Exchange					3,875.00			
103-0001	AP	11/05/12	6226-2011 Reversed	Submittal Exchange					-3,875.00			
673-0031	AP	12/04/12	Inv# 43932	Warren Fastening		22.13						
225-0004	GJ	06/25/14	Document# 6.2014	1206 Tracking Cost Correction		-235.31						

For Dates: 00/00/00 to 99/99/99

JOB: 1206 - VA GA Parking Garage

REF #	JR	DATE	DOCUMENT	DESCRIPTION	LABOR	MATERIAL	SUBCON	EQUIP	OTHER	BILLINGS
CODE 01020 TOTALS:				COST TOTALS:	0.00	0.00	0.00	0.00	0.00	0.00
CODE: 01101 DRAWINGS										
483-0032	AP	09/06/12	Inv# 55765	Duncan Pamell		357.19				
892-0011	AP	02/11/13	Inv# 105017	Duncan Pamell		581.02				
CODE 01101 TOTALS:				COST TOTALS:	938.21	0.00	938.21	0.00	0.00	0.00
CODE: 01500 TEMP CONST & FACILITY										
419-0014	GJ	07/04/14	Document# 7.2014	Verizone Phone Barry				120.00		
104-0001	GJ	07/05/14	Document# 7.2014	Barry's Truck 7.2013				450.00		
104-0001	GJ	07/05/14	Document# 7.2014	Barry's Truck 7.2013				680.07		
137-0001	AP	07/07/14	Inv# 070714	Garnes Towing					500.00	
102-0003	AP	07/11/14	Inv# 45102	Liberty Fire Protection INC				177.94		
102-0004	AP	07/11/14	Inv# 67218	Portable Services Inc				89.98		
102-0002	AP	07/17/14	Inv# 2974	CSRA Utility Marking					250.00	
102-0001	AP	07/18/14	Inv# 527911	Iron Knight Trailers Inc				245.00		
120-0017	AP	07/18/14	Inv# 3945333	National Construction Rentals				8,212.56		
400-0051	AP	07/18/14	Inv# 527911	Iron Knight Trailers Inc				49.91		
225-0002	GJ	07/25/14	Document# 7.2014	Job Trailer 7/2014				135.00		
150-0001	GJ	08/04/14	Document# 8.2014	Gas 7.2014 & 8.2014				1,253.16		
419-0009	GJ	08/04/14	Document# 8.2014	Job Trailer 8.2014				135.00		
419-0015	GJ	08/04/14	Document# 8.2014	Verizon phone Barry 8.2014				120.00		
214-0037	AP	08/08/14	Inv# 67855	Portable Services Inc		89.98				
367-0007	AP	08/22/14	Inv# 281406	Duncan Pamell		26.15				
400-0049	AP	08/22/14	Inv# 2971	Mickey's Automotive				487.58		
225-0001	GJ	08/25/14	Document# 8.2014	Barry's Truck 8/2014				450.00		
225-0003	GJ	08/25/14	Document# 8.2014	Job Trailer 8.2014				135.00		
288-0051	AP	09/04/14	Inv# 285919	Duncan Pamell		235.44				
419-0005	GJ	09/04/14	Document# 9.2014	Gas 9.2014				425.00		
419-0010	GJ	09/04/14	Document# 9.2014	Job Trailer 9.2014				135.00		
419-0016	GJ	09/04/14	Document# 9.2014	Verizon phone Barry 9.2014				120.00		
288-0011	AP	09/09/14	Inv# 9537953961	Grainger		58.54				
288-0010	AP	09/11/14	Inv# 3025	Mickey's Automotive				238.89		
512-0001	AP	09/17/14	Inv# 9.17.14	American Express		1,954.65				

For Dates: 00/00/00 to 99/99/99

JOB: 1206 - VA GA Parking Garage

REF #	JR	DATE	DOCUMENT	DESCRIPTION	LABOR	MATERIAL	SUBCON	EQUIP	OTHER	BILLINGS
285-0001	AP	09/24/14	Inv# 5,6,7.14	American Express		23.98				
285-0001	AP	09/24/14	Inv# 5,6,7.14	American Express		2,348.80				
419-0001	GJ	09/24/14	Document# 9.2014	Barry's Truck 9.2014				450.00		
341-0080	AP	09/26/14	Inv# 68933	Portable Services Inc				98.16		
321-0008	AP	09/29/14	Inv# 293539	Duncan Parnell		18.17				
341-0079	AP	09/29/14	Inv# 9554917048	Grainger		168.33				
419-0002	GJ	10/04/14	Document# 10.2014	Barry's Truck 10.2014				450.00		
419-0006	GJ	10/04/14	Document# 10.2014	Gas 10.2014				425.00		
419-0011	GJ	10/04/14	Document# 10.2014	Job Traile r 10.2014				135.00		
419-0017	GJ	10/04/14	Document# 10.2014	Verizon Phone Barry 10.2014				120.00		
341-0064	AP	10/10/14	Inv# 69244	Portable Services Inc				-35.99		
354-0036	AP	10/16/14	Inv# 9570512104	Grainger		255.25				
354-0035	AP	10/27/14	Inv# 69595	Portable Services Inc				98.16		
367-0016	AP	10/31/14	Inv# 2014-Barry	Berkeley County Treasurer				183.42		
515-0001	AP	10/31/14	Inv# 10.14&11.1 4	American Express		1,481.81				
833-0013	CA	10/31/14	Check# 123458	American Express		221.17				
419-0003	GJ	11/04/14	Document# 11.2014	Barry's truck 11.2014				450.00		
419-0007	GJ	11/04/14	Document# 11.2014	Gas 11.2014				425.00		
419-0012	GJ	11/04/14	Document# 11.2014	Job Trailer 11.2014				135.00		
419-0018	GJ	11/04/14	Document# 11.2014	Verizon Phone Barry 11.2014				120.00		
441-0057	AP	11/07/14	Inv# 119650	Speedee Oil				99.73		
380-0002	CA	11/13/14	Check# 2368	Maner Builder's Supply INC				680.00		
411-0027	AP	11/18/14	Inv# 310894	Duncan Parnell				235.44		
411-0001	AP	11/21/14	Inv# 70175	Portable Services Inc				98.16		
419-0004	GJ	12/04/14	Document# 12.2014	Carey's Truck 12.2014				500.00		
419-0008	GJ	12/04/14	Document# 12.2014	Gas 12.2014				425.00		
419-0013	GJ	12/04/14	Document# 12.2014	Job Trailer 12.2014				135.00		
419-0019	GJ	12/04/14	Document# 12.2014	Verizon Phone Carey 12.2014				120.00		
506-0027	AP	12/16/14	Inv# 68649	Portable Services Inc				89.98		
506-0026	AP	12/26/14	Inv# 71086	Portable Services Inc				237.14		
478-0001	CA	12/30/14	Check# 2182	National Construction Rentals				7,258.05		
594-0001	CA	01/08/15	Check# 123	American Express		275.93				
546-0028	AP	01/09/15	Inv# 324876	Duncan Parnell		7.16				
600-0001	AP	01/09/15	Inv# 1.2015	American Express		4,949.14				
580-0035	AP	01/16/15	Inv# 121714	Speedee Oil				129.00		
646-0014	AP	01/26/15	Inv# 71661	Portable Services Inc				184.55		
922-0001	GJ	01/31/15	Document# 1.2015	Trailer January 2015				135.00		

For Dates: 00/00/00 to 99/99/99

JOB: 1206 - VA GA Parking Garage

REF #	JR	DATE	DOCUMENT	DESCRIPTION	LABOR	MATERIAL	SUBCON	EQUIP	OTHER	BILLINGS
922-0007	GJ	01/31/15	Document# 1.2015	Gas January 2015				425.00		
922-0013	GJ	01/31/15	Document# 1.2015	Phoone 1.2015				240.00		
922-0019	GJ	01/31/15	Document# 1.2015	Carey Truck 1.2015				500.00		
646-0013	AP	02/05/15	Inv# 9659137328	Grainger		30.51				
754-0001	AP	02/18/15	Inv# 2.2015	American Express		427.78				
722-0028	AP	02/20/15	Inv# 72337	Portable Services Inc				339.93		
922-0002	GJ	02/28/15	Document# 2.2015	Trailer February 2015				135.00		
922-0008	GJ	02/28/15	Document# 2.2015	Gas FEbruary 2015				425.00		
922-0014	GJ	02/28/15	Document# 2.2015	Phone 2.2015				240.00		
922-0020	GJ	02/28/15	Document# 2.2015	Carey Truck 2.2015				500.00		
669-0002	AP	03/02/15	Inv# 28498	Truesdale Photographics					275.00	
797-0020	AP	03/23/15	Inv# 73059	Portable Services Inc				277.84		
797-0003	AP	03/28/15	Inv# 28508	Truesdale Photographics					275.00	
922-0003	GJ	03/31/15	Document# 3.2015	Trailer March 2015				135.00		
922-0009	GJ	03/31/15	Document# 3.2015	Gas March 2015				850.00		
922-0015	GJ	03/31/15	Document# 3.2015	Phone 3.2015				240.00		
922-0021	GJ	03/31/15	Document# 3.2015	Carey Truck 3.2015				500.00		
976-0036	AP	04/24/15	Inv# 1357687	New South Supply		1,336.50				
976-0037	AP	04/24/15	Inv# 1357687 newsout	Simmons Masonry Contractors		-1,336.50				
976-0040	AP	04/24/15	Inv# 1357685	New South Supply		448.74				
976-0041	AP	04/24/15	Inv# 1357685 newsout	Simmons Masonry Contractors		-448.74				
976-0045	AP	04/24/15	Inv# 73916	Portable Services Inc				504.65		
934-0002	AP	04/25/15	Inv# 3&4.2015	American Express		3,816.82				
976-0077	AP	04/27/15	Inv# 127873278- 001	United Rentals				154.82		
976-0078	AP	04/27/15	Inv# 127873278 unite	Simmons Masonry Contractors				-154.82		
912-0012	AP	04/29/15	Inv# 28518	Truesdale Photographics					275.00	
922-0004	GJ	04/30/15	Document# 4.2015	Trailer April 2015				135.00		
922-0010	GJ	04/30/15	Document# 4.2015	Gas April 2015				850.00		
922-0016	GJ	04/30/15	Document# 4.2015	Phone 4.2015				240.00		
922-0022	GJ	04/30/15	Document# 4.2015	Carey Truck 4.2015				500.00		
922-0026	GJ	04/30/15	Document# 4.2015	Lee Truck April 2015				500.00		
976-0038	AP	04/30/15	Inv# 1358546	New South Supply		75.60				
976-0039	AP	04/30/15	Inv# 1358546 newsout	Simmons Masonry Contractors		-75.60				
976-0048	AP	05/05/15	Inv# 5000266991	HD Supply Water Works				241.11		
976-0049	AP	05/05/15	Inv# 5000266991 hd s	Simmons Masonry Contractors				-241.11		
093-0001	AP	05/18/15	Inv# 5.18.15	American Express		1,964.59				
916-0001	PS	05/21/15	40.00 hr + 26% Burd	Marvin E Ross	505.60					

For Dates: 00/00/00 to 99/99/99

JOB: 1206 - VA GA Parking Garage

REF #	JR	DATE	DOCUMENT	DESCRIPTION	LABOR	MATERIAL	SUBCON	EQUIP	OTHER	BILLINGS
147-0069	AP	05/22/15	Inv# 74748	Portable Services Inc				395.46		
926-0001	PS	05/28/15	30.00 hr + 26% Burd	Marvin E Ross	379.21					
922-0005	GJ	05/31/15	Document# 5.2015	Trailer May 2015				135.00		
922-0011	GJ	05/31/15	Document# 5.2015	Gas may 2015				850.00		
922-0017	GJ	05/31/15	Document# 5.2015	Phone 5.2015				240.00		
922-0023	GJ	05/31/15	Document# 5.2015	Carey Truck 5.2015				500.00		
922-0025	GJ	05/31/15	Document# 5.2015	Clay Truck 5.2015				500.00		
038-0072	AP	06/01/15	Inv# carey 2015	Berkeley County Treasurer				968.94		
067-0066	AP	06/02/15	Inv# 126067	Speedee Oil				36.21		
949-0001	PS	06/04/15	40.00 hr + 26% Burd	Marvin E Ross	505.60					
976-0104	AP	06/07/15	Inv# 28540-01	Truesdale Photographics					275.00	
966-0001	PS	06/11/15	42.00 hr + 25% Burd	Marvin E Ross	541.19					
156-0001	AP	06/18/15	Inv# 6.18.15	American Express		1,225.98				
013-0001	PS	06/25/15	20.00 hr + 25% Burd	Marvin E Ross	251.60					
067-0064	AP	06/26/15	Inv# 75757	Portable Services Inc				395.46		
113-0047	AP	06/27/15	Inv# 53242303-0 01	Sunbelt Rentals				5,241.01		
113-0048	AP	06/27/15	Inv# 43242303-1 sunb	American Elevator Co				-5,241.01		
038-0103	AP	06/29/15	Inv# 28547-02	Truesdale Photographics					275.00	
922-0006	GJ	06/30/15	Document# 6.2015	Trailer June 2015				135.00		
922-0012	GJ	06/30/15	Document# 6.2015	gas June 2015				425.00		
922-0018	GJ	06/30/15	Document# 6.2015	Phone 6.2015				240.00		
922-0024	GJ	06/30/15	Document# 6.2015	Carey Truck 6.2015				500.00		
036-0001	PS	07/02/15	40.00 hr + 25% Burd	Marvin E Ross	503.20					
113-0038	AP	07/08/15	Inv# 53242303-0 02	Sunbelt Rentals				3,050.99		
113-0039	AP	07/08/15	Inv# 53242303-2 sunb	American Elevator Co				-3,050.99		
059-0001	PS	07/09/15	40.00 hr + 25% Burd	Marvin E Ross	503.20					
089-0001	PS	07/16/15	40.00 hr + 25% Burd	Marvin E Ross	503.20					
184-0001	AP	07/18/15	Inv# 7.18.15	American Express		1,413.26				
208-0001	GJ	07/18/15	Document# 7.2015	Voyager Fleet 6&7.2015				1,000.00		
162-0019	AP	07/22/15	Inv# 7.22.15	Carnes Towing				300.00		
107-0001	PS	07/23/15	30.00 hr + 29% Burd	Ron L. Creel	756.03					
107-0001	PS	07/23/15	28.00 hr + 25% Burd	Marvin E Ross	352.25					
238-0027	AP	07/27/15	Inv# 76533	Portable Services Inc				395.46		
326-0001	AP	07/27/15	76533 Reversed	Portable Services Inc				-395.46		
238-0010	AP	07/28/15	Inv# 28578	Truesdale Photographics					575.00	
131-0001	PS	07/30/15	43.00 hr + 25% Burd	Marvin E Ross	559.82					
260-0001	AP	08/17/15	Inv# 8.2015	American Express		416.93				

For Dates: 00/00/00 to 99/99/99

JOB: 1206 - VA GA Parking Garage

REF #	JR	DATE	DOCUMENT	DESCRIPTION	LABOR	MATERIAL	SUBCON	EQUIP	OTHER	BILLINGS	
209-0001	PS	08/20/15	30.00 hr + 25% Burd	Wesley C Tillman	932.70						
209-0001	PS	08/20/15	30.00 hr + 25% Burd	Audrey Tillman	415.17						
249-0005	AP	08/21/15	Inv# 77343	Portable Services Inc				237.47			
326-0002	AP	08/21/15	77343 Reversed	Portable Services Inc				-237.47			
CODE 01500 TOTALS: LABOR HOURS: 453.00 COST TOTALS:					72,018.52	6,708.77	21,410.37	0.00	41,199.38	2,700.00	0.00
CODE: 01600 MATERIAL & EQUIPMENT											
792-0031	AP	11/12/12	Inv# 11.2012	American Express		144.72					
636-0001	AP	11/29/12	Inv# 12.12truck	Skylar Ashby				600.00			
724-0004	AP	01/02/13	Inv# 1.13 truck	Skylar Ashby				600.00			
874-0001	AP	02/28/13	Inv# 3.13 truck	Skylar Ashby				600.00			
225-0004	GJ	06/25/14	Document# 6.2014	1206 Tracking Cost Correction		-144.72					
225-0004	GJ	06/25/14	Document# 6.2014	1206 Tracking Cost Correction				-1,800.00			
CODE 01600 TOTALS:					0.00	0.00	0.00	0.00	0.00	0.00	0.00
CODE: 01605 Jobsite Photographs											
580-0031	AP	01/26/15	Inv# 28471	Truesdale Photographics					275.00		
CODE 01605 TOTALS:					275.00	0.00	0.00	0.00	0.00	275.00	0.00
CODE: 02000 SITEWORK											
037-0001	CA	05/02/16	Check# 4314	Tupperway Siteworks			8,500.00				
CODE 02000 TOTALS:					8,500.00	0.00	0.00	8,500.00	0.00	0.00	0.00
CODE: 02350 Augercast Elevations											
426-0001	PS	12/11/14	38.00 hr + 25% Burd	Ron L. Creel	1,151.20						
454-0001	PS	12/18/14	48.00 hr + 25% Burd	Ron L. Creel	1,273.21						
472-0001	PS	12/24/14	40.00 hr + 25% Burd	Ron L. Creel	979.19						
CODE 02350 TOTALS: LABOR HOURS: 126.00 COST TOTALS:					3,403.60	3,403.60	0.00	0.00	0.00	0.00	0.00
CODE: 03000 CONCRETE											

JOB: 1206 - VA GA Parking Garage

REF #	JR	DATE	DOCUMENT	DESCRIPTION	LABOR	MATERIAL	SUBCON	EQUIP	OTHER	BILLINGS	
515-0001	AP	10/31/14	Inv# 10.14&11.1 4	American Express		932.16					
833-0013	CA	10/31/14	Check# 123458	American Express		69.40					
591-0008	AP	12/31/14	Inv# app#1-1206	Atlantic Concrete COntrollers			201,000.00				
661-0001	AP	02/28/15	Inv# app#2-1206	Atlantic Concrete COntrollers			122,500.00				
821-0044	AP	03/31/15	Inv# app#3-1206	Atlantic Concrete COntrollers			120,000.00				
004-0002	AP	04/20/15	Inv# app#4-1206	Atlantic Concrete COntrollers			65,000.00				
885-0005	AP	04/23/15	Inv# 1357559	New South Supply				4,755.73			
885-0006	AP	04/23/15	Inv# 1357559 newsout	Simmons Masonry Contractors				-4,755.73			
004-0003	AP	05/17/15	Inv# app#5-1206	Atlantic Concrete COntrollers			174,500.00				
004-0004	AP	06/17/15	Inv# app#6-1206	Atlantic Concrete COntrollers			192,756.00				
271-0001	AP	07/25/15	Inv# app#7-1206	Atlantic Concrete COntrollers			120,390.00				
CODE 03000 TOTALS:				COST TOTALS:	997,147.56	0.00	1,001.56	996,146.00	0.00	0.00	0.00
CODE: 03004 Mat - Concrete Reinf											
976-0042	AP	04/23/15	Inv# 93865839	Gerdau Invoice		9,223.42					
976-0043	AP	04/23/15	Inv# 93867122	Gerdau Invoice		9,223.42					
CODE 03004 TOTALS:				COST TOTALS:	18,446.84	0.00	18,446.84	0.00	0.00	0.00	0.00
CODE: 03401 Traffic Control Prec											
743-0001	PS	03/26/15	33.00 hr + 29% Burd	Ron L. Creel	831.90						
743-0001	PS	03/26/15	32.00 hr + 26% Burd	Marvin E Ross	404.48						
777-0001	PS	04/02/15	42.00 hr + 29% Burd	Ron L. Creel	1,083.52						
777-0001	PS	04/02/15	42.00 hr + 26% Burd	Marvin E Ross	543.53						
792-0001	PS	04/09/15	46.00 hr + 29% Burd	Ron L. Creel	1,234.85						
792-0001	PS	04/09/15	46.00 hr + 26% Burd	Marvin E Ross	619.36						
823-0001	PS	04/16/15	30.00 hr + 29% Burd	Ron L. Creel	755.98						
823-0001	PS	04/16/15	30.00 hr + 26% Burd	Marvin E Ross	379.20						
CODE 03401 TOTALS: LABOR HOURS: 301.00				COST TOTALS:	5,852.82	5,852.82	0.00	0.00	0.00	0.00	0.00
CODE: 05000 STRUCTURAL STEEL											
988-0001	AP	03/18/15	Inv# Welding Eq uipm	Northern Tool & Equipment				3,471.99			
885-0004	AP	04/15/15	Inv# 4605678345	Hilti, Inc.		243.00					
976-0044	AP	04/21/15	Inv# 9721469311	Grainger		47.91					

For Codes: All
 For Dates: 00/00/00 to 99/99/99

JOB: 1206 - VA GA Parking Garage

REF #	JR	DATE	DOCUMENT	DESCRIPTION	LABOR	MATERIAL	SUBCON	EQUIP	OTHER	BILLINGS	
976-0047	AP	04/21/15	Inv# 127771004- 001	United Rentals				47.41			
976-0050	AP	04/21/15	Inv# 1000336246	HD Supply Water Works				183.58			
880-0001	PS	05/07/15	48.00 hr + 22% Burd	Wesley C Tillman	1,434.83						
880-0001	PS	05/07/15	48.00 hr + 23% Burd	Audrey Tillman	641.56						
976-0046	AP	05/10/15	Inv# 127935039- 001	United Rentals				1,110.08			
890-0001	PS	05/14/15	10.00 hr + 22% Burd	Wesley C Tillman	275.82						
890-0001	PS	05/14/15	10.00 hr + 26% Burd	Audrey Tillman	126.40						
038-0034	AP	05/27/15	Inv# 128436175- 001	United Rentals				1,598.19			
966-0001	PS	06/11/15	20.00 hr + 25% Burd	Wesley C Tillman	565.16						
966-0001	PS	06/11/15	20.00 hr + 26% Burd	Audrey Tillman	252.80						
991-0001	PS	06/18/15	30.00 hr + 25% Burd	Wesley C Tillman	904.35						
991-0001	PS	06/18/15	30.00 hr + 26% Burd	Audrey Tillman	404.50						
013-0001	PS	06/25/15	30.00 hr + 25% Burd	Wesley C Tillman	847.49						
013-0001	PS	06/25/15	30.00 hr + 26% Burd	Audrey Tillman	379.19						
036-0001	PS	07/02/15	30.00 hr + 25% Burd	Wesley C Tillman	847.77						
036-0001	PS	07/02/15	30.00 hr + 26% Burd	Audrey Tillman	379.20						
059-0001	PS	07/09/15	10.00 hr + 26% Burd	Audrey Tillman	126.40						
CODE 05000 TOTALS: LABOR HOURS: 346.00 COST TOTALS:					13,887.63	7,185.47	290.91	0.00	6,411.25	0.00	0.00
CODE: 05500 METAL FABRICATIONS											
790-0001	CA	04/07/15	Check# 10054	Cash					300.00		
858-0009	AP	04/14/15	Inv# 15-13-0176 85	Soil Consultants, Inc.					227.50		
CODE 05500 TOTALS:					527.50	0.00	0.00	0.00	0.00	527.50	0.00
CODE: 07101 Below Grade Waterprf											
797-0019	AP	03/17/15	Inv# 1352948	New South Supply		988.20					
823-0001	PS	04/16/15	10.00 hr + 29% Burd	Ron L. Creel	252.00						
823-0001	PS	04/16/15	10.00 hr + 26% Burd	Marvin E Ross	126.40						
853-0001	PS	04/23/15	36.00 hr + 29% Burd	Ron L. Creel	907.20						
853-0001	PS	04/23/15	36.00 hr + 26% Burd	Marvin E Ross	455.04						
861-0001	PS	04/30/15	40.00 hr + 25% Burd	Wesley C Tillman	1,130.19						
861-0001	PS	04/30/15	40.00 hr + 26% Burd	Audrey Tillman	505.60						
861-0001	PS	04/30/15	40.00 hr + 26% Burd	Marvin E Ross	505.60						
861-0001	PS	04/30/15	10.00 hr + 29% Burd	Ron L. Creel	277.21						

JOB COST & BILLING DETAIL

For Codes: All
 For Dates: 00/00/00 to 99/99/99

JOB: 1206 - VA GA Parking Garage

REF #	JR	DATE	DOCUMENT	DESCRIPTION	LABOR	MATERIAL	SUBCON	EQUIP	OTHER	BILLINGS
880-0001	PS	05/07/15	40.00 hr + 26% Burd	Marvin E Ross	505.60					
890-0001	PS	05/14/15	40.00 hr + 26% Burd	Marvin E Ross	505.60					
CODE 07101 TOTALS: LABOR HOURS: 302.00 COST TOTALS:					6,158.64	5,170.44	988.20	0.00	0.00	0.00
BASE BUDGET LABOR HOURS: 4577.50 COST TOTALS:					1,281,427.88	128,960.05	53,028.72	1,004,646.00	47,610.63	47,182.48
JOB 1206 TOTALS: LABOR HOURS: 4577.50 COST TOTALS:					1,281,427.88	128,960.05	53,028.72	1,004,646.00	47,610.63	47,182.48
										1,281,427.88

Pay Application #1 Temporary Parking		\$244,545.08	Due to PCG
1)	USI Invoice - Bond Premium (increase contract amount to \$7,1	\$8,804.00	
2)	Submittal Exchange Invoice	\$3,875.00	
3)	W.R. Toole Invoices (MOD#1 Design Fees - 83.3% Complete)	\$36,320.00	
4)	Tupperway Invoice #1	\$162,375.00	
5)	CSRA Invoice #1 (Testing)	\$3,060.00	
6)	Palmetto Construction Group COST Pay Application #1	\$10,047.90	\$10,047.90
7)			
	Balance:	\$20,063.18	= \$10,031.59

Pay Application #2 Temporary Parking		\$228,653.56	
1)	W.R. Toole Invoices (MOD#1 Design Fees - 100% Complete)	\$7,280.00	
2)	Tupperway Invoice #2	\$184,746.50	
3)	CSRA Invoice #2 (Testing)	\$1,590.00	
4)	Palmetto Construction Group COST Pay Application #2	\$23,289.88	\$23,289.88
5)			
	Balance:	\$11,747.18	= \$5,873.59

Pay Application #3 Temporary Parking		\$193,864.80	
1)	Palmetto Construction Group COST Pay Application #3	\$11,678.03	\$11,678.03
2)	Unsure of Restoration Specialist Cost		
3)			
	Balance:	???	= ???

Pay Application #1 Garage October 2014		????	
1)	Palmetto Construction Group COST Pay Application #4	\$14,737.98	\$14,737.98
?)	Unsure of Restoration Specialist Cost		
3)			
	Balance:	???	= ???

Pay Application #2 Garage November 2014		????	
1)	Palmetto Construction Group COST Pay Application #5	\$10,491.37	\$10,491.37
2)	Unsure of Restoration Specialist Cost		
3)			
	Balance:	???	= ???

Pay Application #3 Garage December 2014		????	
1)	Palmetto Construction Group COST Pay Application #6	\$21,835.30	\$21,835.30
2)	Unsure of Restoration Specialist Cost		
3)			
	Balance:	???	= ???

Pay Application #4 Garage January 2015		????	
1)	Palmetto Construction Group COST Pay Application #7	\$14,328.61	\$14,238.61
2)	Atlantic Concrete Cost	\$201,000.00	\$201,000.00
3)	Unsure of Restoration Specialist Cost		
	Balance:	???	= ???

Pay Application #5 Garage February 2015		????	
1)	Palmetto Construction Group COST Pay Application #8	\$16,974.47	\$16,974.47
2)	Atlantic Concrete Cost	\$122,500.00	\$122,500.00
3)	Unsure of Restoration Specialist Cost		
	Balance:	???	= ???

Balance: ??? = ???

Pay Application #6 Garage March 2015 ????

- 1) Palmetto Construction Group COST Pay Application #9 \$16,993.47 ~~\$16,993.47~~
- 2) Atlantic Concrete Cost \$120,000.00 ~~\$120,000.00~~
- 3) Unsure of Restoration Specialist Cost

Balance: ??? = ???

Pay Application #7 Garage April 2015 ????

- 1) Palmetto Construction Group COST Pay Application #10 \$34,569.00 ~~\$34,569.00~~
- 2) Atlantic Concrete Cost \$65,000.00 ~~\$65,000.00~~
- 3) Unsure of Restoration Specialist Cost

Balance: ??? = ???

Pay Application #8 Garage May 2015 ????

- 1) Palmetto Construction Group COST Pay Application #11 \$17,473.48 ~~\$17,473.48~~ 473.48 still
- 2) Atlantic Concrete Cost \$174,500.00 ~~\$174,500.00~~
- 3) Unsure of Restoration Specialist Cost

Balance: ??? = ???

Pay Application #9 June 2015 ????

- 1) Palmetto Construction Group COST Pay Application #12 \$36,787.96 ~~\$36,787.96~~
- 2) Atlantic Concrete Cost \$192,756.00 ~~\$192,756.00~~ \$183000 a
- 3) Unsure of Restoration Specialist Cost \$9756 still

Balance: ??? = ???

Application #10 July 2015 ????

- 1) Palmetto Construction Group COST Pay Application #13 \$19,766.65 ~~\$19,766.65~~
- 2) Atlantic Concrete Cost \$22,835.00 ~~\$22,835.00~~
- 3) Unsure of Restoration Specialist Cost

Balance: ??? = ???

Pay Application #11 August 2015 ????

- 1) Palmetto Construction Group COST Pay Application #14 \$26,394.60 ~~\$26,394.60~~
- 2) Atlantic Concrete Change Order Cost (includes sales tax) \$91,680.00 ~~\$91,680.00~~
- 3) Unsure of Restoration Specialist Cost

Balance: ??? = ???

Cost due to PCG **\$184,858.69**

Unsure of Split Profit due to PCG thru 12.2015, please provide breakdown ?????

Cost Due to PCG **\$184,858.69**

January 24, 2022

Reuben Mark Ward
Lynnette Pennington Ward
3 Bailey Reach
Savannah, GA 31411

John Kendle, Jr.
4520 Oyster Bill Rd.
Meggett, SC 29449

Stephen C. Dandridge
53 Catfish Court
Ridgeville, SC 29472

Jerry S. Handegan
Jill Gayle Handegan
2000 Brick Kiln Parkway
Mt. Pleasant, SC 29466

Restoration Specialist, LLC
PO Box 5352
Savannah, GA 41414

Palmetto Construction Group, LLC
2265 Clements Ferry Road, Ste. 204
Charleston, SC 29492

Re: Surety: The Hanover Insurance Company
Principal: Restoration Specialist, LLC
Bond No.: BRC-1944091
Claim No.: 00-34903

Indemnitors: Reuben & Lynnette Ward
Stephen Dandridge
John Kendle, Jr.
Jerry & Jill Hadegan
Restoration Specialist, LLC
Palmetto Construction Group, LLC.

Dear Indemnitors:

Please be advised that I am in receipt of Epting & Rannik's request for an updated indemnity demand figure to James Rudnik's prior demand made back on September 30, 2016.

As of today, the total outstanding amount owed to Hanover is \$1,307,978.71.

	Open Recovery Reserves	Remaining Reserves	Future Payments	Total Paid	Recoveries	Net Total Incurred
Claim Total	-	-	-	\$1,327,978.71	\$20,000.00	\$1,307,978.71
(1) General - Bonds Master File Payment - Surety - Payment	-	-	-	\$1,327,978.71	\$20,000.00	\$1,307,978.71
Loss	-	-	-	\$1,321,872.71	\$20,000.00	\$1,301,872.71
Loss USD	-	-	-	\$1,321,872.71	\$20,000.00	\$1,301,872.71
Expense	-	-	-	\$6,106.00		\$6,106.00
Expert Investigation USD	-	-	-	\$6,106.00		\$6,106.00

Hanover hereby makes a demand on each of the indemnitors listed above for the full amount incurred claims totaling \$1,307,978.71, per Paragraph 3 of the Indemnity Agreement

Be advised that Hanover continues to reserve all rights and waives none.

Sincerely,
Hanover Insurance

Brian Lebrun
Lead Bond Claim Representative
blebrun@hanover.com
Cell (857) 271-8930

encl: Rudnik's 9/30/16 Demand Letter.

cc: Epting & Rannik, LLC
Attn: Angel Gross, Legal Assistant
46A State Street
Charleston, SC 29401

Via email only agg@epting-law.com

September 30, 2016

Reuben Mark Ward
Lynnette Pennington Ward
3 Bailey Reach
Savannah, GA 31411

John M. Kendle, Jr.
4520 Oyster Bill Road
Meggett, SC 29449

Stephen C. Dandridge
53 Catfish Court
Ridgeville, SC 29472

Jerry S. Handegan
Jill Gayle Handegan
2000 Brick Kiln Parkway
Mt. Pleasant, SC 29466

Restoration Specialists, LLC
PO Box 5352
Savannah, GA 31414

Palmetto Construction Group, LLC
2265 Clements Ferry Road, Ste. 204
Charleston, SC 29492

Re: Hanover Bond No BCR-1944091-01
Principal: Restoration Specialists, LLC
Obligee: United States of America
Project: VAMC Parking Garage; Contract No. VA247-C-0035; OMB No. 9000-0045
Claim No.: 00-00034093

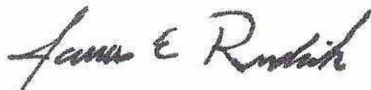
Indemnitors:

Hanover issued the referenced performance and payment bond for the VAMC Parking Garage (the "Project"). To secure the bond, and as an inducement to issue the bond, each of you signed an Indemnity Agreement, making you liable to Hanover for all payments made by the surety. As you are aware, Hanover has been served with over eighteen claims on the bond by various subcontractors and suppliers of Restoration Specialist, LLC with regard to the Project. Hanover conducted its own investigation of the claims pursuant to the Miller Act, 40 U.S.C.S. § 270a et seq., and has sought your input in the payment of these claims including whether any viable defenses to the claims exist, and has made payment to the bond claimants and secured releases of the claims.

Hanover has paid a total of \$1,186,501.71 in claims and expenses with two remaining open claims yet to be resolved, which are reserved at approximately \$258,000 bringing the total amount of paid claims and loss reserve to \$1,425,122. (See attached Claims Catalogue). This total includes reimbursements to date of \$20,000.

Hanover hereby makes demand on each of the indemnitors for the full amount of paid claims, \$1,425,144, pursuant to Paragraph 3 of the Indemnity Agreement.

Sincerely,

A handwritten signature in black ink that reads "James E. Rudnik". The signature is written in a cursive, slightly slanted style.

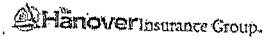
James E. Rudnik, Esq.
Director Risk Mitigation - Surety

Palmetto Construction Group/Restoration Specialists, LLC
 Claim No 00-00034903
 CLAIM CATALOG as of 10-3-2016

Claimant Name	Date Received	Date Acknowledged	Date AOC Rec'd	Date sent to Restorat/Palmetto	Claimed Amount	Paid	Balance	Comments
Atlantic Concrete Contractors	727 Industrial Park Dr. Ste 1 Evans, GA 30809	3/22/2016	3/22/2016	3/22/2016	\$ 130,146.00		\$ 130,146.00	4/19 John is negotiating. They cannot produce CO's.
Harper Line Striping	PO Box 2640 Augusta, GA 30914	3/22/2016	3/22/2016		\$ 16,477.00		\$ 16,477.00	

OTHER PAYABLES			
Amano McGann		\$ 27,910.00	\$ 27,910.00
TOTAL Open Payables and Claims		\$ 174,533.00	\$ - \$ 174,533.00

COMPLETED CLAIMS								
American Elevator Co.	PO Box 1946 Summerville, SC 29484-1946	1/22/2016	1/22/2016			\$ 87,550.00	\$ 80,000.00	2/17 call from Hidral USA claims American owes \$142,000. Claim deal was for \$80,000 4/27/2016 Mark Ward advised that he has paid \$10,00 to Baker and will pay them completely. 5/20 M Ward syays hes has paid completely.
Baker Roofing								
Berkef & Co Contractors, Inc.	Att'y Jodi Taylor	12/1/2015	N/A	N/A	12/11/2015	\$ 95,340.00	\$ 95,380.00	Settlement pending Att'y Is Jodi Taylor at Baker Daniels 4/19 Palmetto is discussing. 5/2 Forwarded Release 5/4/16 Processed check. 6/3/16 M Ward advises pd
Cook & Boardman, LLC	3916 Westpoint Blvd Winston-Salem, NC 27103-6719	1/22/2016	2/18/2016	2/26/2016	4/19/2016	\$ 4,180.44	\$ 4,180.44	
Haley Ray				N/A	N/A	\$ 2,200.00		4/19 Palmetto will follow up 5/20 M Ward says he has paid. 4/19 Jay will check. Need to find and send documents to Palmetto. 4/26 Email from Palmetto Settled for \$42,000.
Georgia Drywall	4499 Columbia Rd. Suite 1 Martinez, GA 30907	12/5/2015	1/13/2016	1/14/2016	1/15/2016	\$ 15,106.00	\$ 15,106.00	
Jacobs Land Management	733 Scott Nixon Memorial Dr Augusta, GA 30907	2/18/2016	2/18/2016	2/18/2016		\$ 38,375.00		4/19 Palmetto will follow up 5/20 M Ward says he has paid. 4/19 Jay will check. Need to find and send documents to Palmetto. 4/26 Email from Palmetto Settled for \$42,000.
Maner Builders Supply	3787 Martinez Blvd Martinez, GA 30907	1/19/2016	1/19/2016	2/1/2016		\$ 47,696.00	\$ 42,000.00	
Metromont Construction Group	Att'y Koger Bradford Holcombe Bomar 100 Dunbar, Suite 200 Spartanburg, SC 29306	1/26/2016	1/28/2016	2/3/2016		\$ 290,300.00	\$275,000	4/19 Not much to dispute. Palmetto will call. 6/10/16 CHECK HAS NOT GONE OUT YET. WAITING FOR Signed Release 6/16/16 Processed check. 4/19 Reserve did other work for Restoration. Application of payments issue. Request appliaction of payments from Restoration. 5/2 Spoke with Reserve, Requested account history
Peachtree Awnings	1477 Rosedale Hiram, GA 30141	4/8/2016	4/11/2016	3/15/2016	4/19/2106	\$ 135,996.00	\$125,996	
Reserve Electrical Services, Inc.	922 College Park Rd Summerville, SC 29483	2/1/2016	2/18/2016	3/1/2016	4/19/2016	\$ 188,982.22	\$ 188,986.22	No response from Restoration as of 1/27/16; Palmetto advises they have reached agmt 2/2/16
Signarama of Orangeburg	607 Boughton St. Orangeburg, SC 29115	1/20/2016	2/18/2016		1/25/2016	\$ 96,603.00	\$ 86,821.16	
Southern Atantic Mechanical Co.	3770 Fermanadia Rd Columbia, SC 29210	12/9/2015	12/11/2015	12/11/2015	1/15/2016	\$ 23,675.00		Partial settlement of undisputed amount 4/19 Need to forward docs to Palmetto 4/28/16 Forwarded Release to Watts. PENDING 5/2 Processed check
Tripp Land Surveying	916 Dougherty Aiken, SC 29803	1/27/2016	1/27/2016	1/28/2016	4/19/2016	\$6,170.00	\$6,994.85	
Tupperway Siteworks, LLC	Att'y Jenny Hunycutt	10/7/2015	10/13/2015	11/11/2105	10/13/2015	\$ 310,250.98	\$ 236,708.84	Partial settlement of undisputed amount 4/19 Need to forward docs to Palmetto 4/28/16 Forwarded Release to Watts. PENDING 5/2 Processed check
Watts & Associates Waterproofing	PO Box 21273 Columbia, SC 29221	2/1/2016	2/18/2016	2/26/2016	4/19/2016	\$ 23,252.20	\$ 23,252.44	
						\$ 1,100,425.95		



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Address Book

Claim (00-00034903)

Vacation

0 | | Bon: BCR-1944091-01 | PRI: PALMETTO CONSTRUCTION GROUP, LLC | DoC: 07/13/2013 | St: Open | Adj: James Rudnik (Bond Claim Team - Contract - VP: Thomas Moses)

Actions

Summary

Workplan

Claim Details

Claimant Files

Contacts

Bond

Financials

Notes

Documents Nav

Draft Correspondence

Plan of Action

Litigation

Compliance

History

FNOC Snapshot

Calendar

Recovery

Financials (Total Incurred: \$1,425,122.00): Transactions

Summary Transactions Checks Financial Audit

Trans Type	Trans Type	Check Number	Pay To	Check Amount	Request Date	Scheduled Send Date	Claimant File	PMS Feature	Bond Description	Cost Type	Cost Category	HCS Status	User
\$236,708.84	Partial Pmt	07263452	Best Honeycutt, PA IOLTA	\$236,708.84	01/26/2016	01/26/2016	1	01	Surety - Payment Loss	Loss	Submitted	James F	
\$95,380.00	Partial Pmt	07285264	Berkel & Co Contractors, Inc.	\$95,380.00	02/11/2016	02/11/2016	1	01	Surety - Payment Loss	Loss	Submitted	James F	
\$270,000.00	Partial Pmt	07340806	Metromont Corporation 2802 White Horse Rd Greenville, SC 29611	\$270,000.00	03/24/2016	03/24/2016	1	01	Surety - Payment Loss	Loss	Submitted	James F	
\$86,821.16	Partial Pmt	07348358	Signarama Orangeburg 607 Broughton Street Orangeburg, SC 29115	\$86,821.16	03/30/2016	03/30/2016	1	01	Surety - Payment Loss	Loss	Submitted	James F	
\$6,106.00	Expense Pmt	07368685	KAZLOW & FIELDS LLC 8100 SANDPIPER CIRCLE SUITE 204 BALTIMORE, MD 21236	\$6,106.00	04/14/2016	04/08/2016	1	01	Surety - Payment Expense - Other	Expert Investigation	Submitted	Andrea	
\$5,000.00	Partial Pmt	07374407	Metromont Corporation 2802 White Horse Rd Greenville, SC 29611	\$5,000.00	04/19/2016	04/19/2016	1	01	Surety - Payment Loss	Loss	Submitted	James F	
\$15,106.00	Partial Pmt	07376019	Georgia Drywall, Inc. 4499 Columbia Road Suite 1 Martinez, GA 30907	\$15,106.00	04/20/2016	04/20/2016	1	01	Surety - Payment Loss	Loss	Submitted	James F	
\$6,994.85	Partial Pmt	07385371	Tripp Land Surveying, Inc. 916 Dougherty Road Aiken, SC 29803	\$6,994.85	04/27/2016	04/27/2016	1	01	Surety - Payment Loss	Loss	Submitted	James F	
\$42,000.00	Partial Pmt	07388657	Maner Builders Supply Co. 7188 Cross Country Road N. Charleston, SC 29418	\$42,000.00	04/29/2016	04/29/2016	1	01	Surety - Payment Loss	Loss	Submitted	James F	
\$23,252.20	Partial Pmt	07390686	Watts & Associates Waterproof 7416 Fairfield Rd Columbia, SC 29203	\$23,252.20	05/02/2016	05/02/2016	1	01	Surety - Payment Loss	Loss	Submitted	James F	
\$4,180.44	Partial Pmt	07394168	Cook & Boardman, LLC 3916 Westpoint Blvd. Winston-Salem, NC 27103	\$4,180.44	05/04/2016	05/04/2016	1	01	Surety - Payment Loss	Loss	Submitted	James F	
\$188,986.22	Partial Pmt	07419783	Reserve Electrical Services 922 College Park Rd. Summerville, SC 29483	\$188,986.22	05/24/2016	05/24/2016	1	01	Surety - Payment Loss	Loss	Submitted	Karen T	

Guidewire ClaimCenter (James Rudnik) Claim 00-00034903

\$125,966.00Partial Pmt	07452752	Peachtree Protective Covers 1477 Rosedale Drive Hiram,GA 30141	\$125,966.0006/20/2016	06/16/2016	1	01	Surety - Payment Loss	Loss	Submitted James F
\$80,000.00Partial Pmt	07501336	Hidral USA, INc. 500 Tillessen Blvd Ridgeway,SC 29130	\$80,000.0007/28/2016	07/22/2016	1	01	Surety - Payment Loss	Loss	Submitted James F

STATE OF SOUTH CAROLINA)
 COUNTY OF CHARLESTON)
)
 PALMETTO CONSTRUCTION GROUP,)
 LLC)
)
 Plaintiff,)
 vs.)
)
 RESTORATION SPECIALISTS, LLC,)
 REUBEN MARK WARD, and LYNNETTE)
 PENNINGTON WARD)
)
 Defendants.)
 _____)

IN THE COURT OF COMMON PLEAS
FOR THE NINTH JUDICIAL CIRCUIT

CASE NO. 2016-CP-10-1143

AFFIDAVIT OF JAAN G. RANNIK

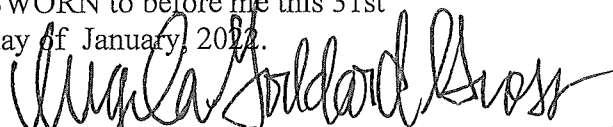
PERSONALLY appeared before me, JAAN G. RANNIK, ESQ., stating as follows:

1. I am a partner with Epting & Rannik, LLC and have been involved in the representation of Plaintiff in this and other matters since September 2016.
2. Resulting from the claims on the surety bond relating to the VA Parking Garage project undertaken by the parties, Plaintiff was forced to go out of business.
3. As a result, Plaintiff became the defendant in various actions by sureties or other creditors and require legal counsel.
4. This firm or its predecessor, Andrew K. Epting Jr., LLC, represented Plaintiff in five such matters.
5. Plaintiff paid this firm \$29,564.91 in fees and costs related to these matters since January 1, 2017. **Exh. A.** This amount does not include any fees or costs incurred in the present action.
6. Further affiant sayeth naught.



Jaan G. Rannik

SWORN to before me this 31st
day of January, 2022.



Notary Public for South Carolina
My Commission Expires: 4/26/2028

Epting & Rannik, LLC

46A State Street
Charleston, SC 29401-
Tel: 843-377-1871 Fax: 843-377-1310

Time & Expense Summary by Client

Printed on: 1/28/2022

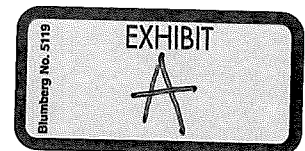
Page 1 of 1

Filters Used:

- Time Expense Date: 1/1/2017 to 1/28/2022
- Matter ID: 2001-001; to 2001-001;

Client ID - Contact - Name	B-Hours	Services	Expenses	Total
Palmetto Construction - Jay Handegan - Palmetto Construction Group, LLC	68.80	\$29,213.00	\$336.91	\$29,549.91
Grand Total:	68.80	\$29,213.00	\$336.91	\$29,549.91

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**PALMETTO CONSTRUCTION GROUP, LLC AND AFFILIATE
CONSOLIDATED STATEMENTS OF OPERATIONS
For the Years Ended December 31, 2015 and 2014**

	2015	2014
Operating revenue		
Contract revenues earned	\$ 17,889,234	\$ 17,637,359
Cost of contract revenues earned	16,388,866	16,618,885
Gross profit	1,500,368	1,018,474
General and administrative expenses	1,343,934	913,233
Income from operations	156,434	105,241
Other income (expense)		
Rental income	6,187	-
Other income	1,981	2,046
Interest expense	(91,985)	(86,666)
Total other expense	(83,817)	(84,620)
Net income	72,617	20,621
Noncontrolling interest in net income	7,685	565
Controlling interest in net income	\$ 64,932	\$ 20,056

See accompanying notes and independent accountants' review report

Interest Calculation

Interest Start Date - October 4, 2016

2022 Rate of Judgment Interest - 7.25%, compounded annually

Owed on Subcontract - \$ 184,858.69

Year	Amount	% of year	Rate	Interest
2016	\$ 184,858.69	24.04%	7.25%	\$ 3,222.40
2017	\$ 188,081.09	100.00%	7.25%	\$ 13,635.88
2018	\$ 201,716.97	100.00%	7.25%	\$ 14,624.48
2019	\$ 216,341.45	100.00%	7.25%	\$ 15,684.76
2020	\$ 232,026.20	100.00%	7.25%	\$ 16,821.90
2021	\$ 248,848.10	100.00%	7.25%	\$ 18,041.49
2022	\$ 266,889.59	8.49%	7.25%	\$ 1,643.38
TOTAL	\$ 268,532.97			\$ 83,674.28

Paid by Surety as of Oct. 4, 2016 - \$ 1,186,501.71

Year	Amount	% of year	Rate	Interest
2016	\$ 1,186,501.71	24.04%	7.25%	\$ 20,682.73
2017	\$ 1,207,184.44	100.00%	7.25%	\$ 87,520.87
2018	\$ 1,294,705.32	100.00%	7.25%	\$ 93,866.14
2019	\$ 1,388,571.45	100.00%	7.25%	\$ 100,671.43
2020	\$ 1,489,242.88	100.00%	7.25%	\$ 107,970.11
2021	\$ 1,597,212.99	100.00%	7.25%	\$ 115,797.94
2022	\$ 1,713,010.93	8.49%	7.25%	\$ 10,547.92
TOTAL	\$ 1,713,010.93			\$ 537,057.15

TOTAL INTEREST	\$ 620,731.43
-----------------------	----------------------

STATE OF SOUTH CAROLINA)
 COUNTY OF CHARLESTON)
)
 PALMETTO CONSTRUCTION GROUP,)
 LLC)
)
 Plaintiff,)
 vs.)
)
 RESTORATION SPECIALISTS, LLC,)
 REUBEN MARK WARD, and LYNNETTE)
 PENNINGTON WARD)
)
 Defendants.)
 _____)

**IN THE COURT OF COMMON PLEAS
FOR THE NINTH JUDICIAL CIRCUIT**

CASE NO. 2016-CP-10-1143

**NOTICE OF FILING TRIAL
EXHIBITS**

Following the damages hearing before the Honorable Mikell Scarborough, Master in Equity on January 31, 2022, the Plaintiff hereby files its exhibits as presented to the Court.

EPTING & RANNIK, LLC

On this 1st day of February, 2022
Charleston, South Carolina

/s/ Jaan Rannik
 Jaan G. Rannik
 46A State Street,
 Charleston, SC 29401
 P: 843-377-1871
 F: 843-377-1310
jgr@epting-law.com
 ATTORNEY FOR PLAINTIFF



Safety First.
And Performance Second to None.

Phillips Industrial Services Corp.
 Mail To: PO Box 37
 1841 Bushy Park Rd
 Goose Creek, SC 29445
 843-884-8566 Fax:843-884-7985

Invoice

Date	Invoice #
10/22/2015	8178

Bill To

Restoration Specialists
 1042 A East Montague Ave
 North Charleston, SC

P.O. No.	Terms	Job #	Project Mgr.
PO-9-2015-2	Net 30	15-3560-001	TCG
Description			Amount
Inject epoxy resin in elevator pit at VA Hospital Parking Lot, Augusta Georgia			3,921.03
Thank you for your business, Tony Giraldo Project Manager			
Please remit payment to the address above.			Total \$3,921.03

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Corporate Office : 1841 Bushy Park Road, Goose Creek, SC 29445
 Mailing Address : PO Box 37, Goose Creek, SC 29445
 Phone (843) 884-8566 Toll Free 800-293-7760 Fax (843) 884-7985
 WWW.PHILLIPSINDSVC.COM
 EMAIL: phillips@phillipsindsvc.com

DAILY DIARY
 CUSTOMER SIGN-OFF ON A DAILY BASIS

Customer: Restoration Specialties, LLC Date: 9/29/2015
 Contact: Justin Holsonback Job Title: seal water leaks in elevator pit
 Address: 1042 A East Montague Ave. Job #: VA247-12-C-0035
 City & State: North Charleston, SC PO #: 3560
 Phone: _____ Daily Diary #: PO-9-2015-2
 _____ 1

Name	Craft	S/T	Rate	Sub.	O/T	Rate	Sub.	
Luke L	Super	8	\$ 58.00	\$ 464.00		77.15		\$ 464.00
Corey W	Tech	8	\$ 35.00	\$ 280.00		46.55		\$ 280.00
	WF		\$ 42.50	\$ -		55.25		\$ -
	Safety		\$ 48.50				\$ -	
	Oper		\$ 37.50	\$ -		48.75		\$ -
	Tech		\$ 32.00	\$ -		41.60		\$ -
	Tech		\$ 32.00	\$ -			\$ -	\$ -
	Tech		\$ 32.00	\$ -		41.60		\$ -
Total								\$744.00

	Rate	Hours / Day	
Support truck # 138	125.00	1	\$ 125.00
5 gallons MEK, flush (SW Inv # 8361-1)	77.11	1.1	\$ 84.82
Prime Resins 900XLV product and supplies (inv# 34569)	1,652.01	1	\$ 1,817.21
			\$ -
		15%	\$ -
Per Diem	125.00	2	\$ 250.00
Hammer Drill	75.00	2	\$ 150.00
Mobe & Demob	600.00	1	\$ 600.00
Injector Pump and Tools	150.00	1	\$ 150.00
Total			\$ 3,177.03
Grand Total			\$ 3,921.03

Work Description:
inject epoxy resin in elevator pit at VA Hospital Parking Lot, Augusta, GA



 Foreman's Signature

 Customer's Signature
 2022-001224 ROA
 Page 970

 Date
 RS00679

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Corporate Office : 1841 Bushy Park Road, Goose Creek, SC 29445
 Mailing Address : PO Box 37, Goose Creek, SC 29445
 Phone (843) 884-8566 Toll Free 800-293-7760 Fax (843) 884-7985
 WWW.PHILLIPSINDSVC.COM
 EMAIL: phillips@phillipsindsvc.com

DAILY DIARY
 CUSTOMER SIGN-OFF ON A DAILY BASIS

Customer: Restoration Specialties, LLC Date: 9/30/2015
 Contact: Justin Holsonback Job Title: seal water leaks in elevator pit
 Address: 1042 A East Montague Ave. Job #: VA247-12-C-0035
 City & State: North Charleston, SC PO #: PO-9-2015-2
 Phone: _____ Daily Diary #: 2

Name	Craft	S/T	Rate	Sub.	O/T	Rate	Sub.	
Luke L	Super	8	\$ 58.00	\$ 464.00		77.15		\$ 464.00
Corey W	Tech	8	\$ 35.00	\$ 280.00		46.55		\$ 280.00
	WF		\$ 42.50	\$ -		55.25		\$ -
	Safety		\$ 48.50				\$ -	
	Oper		\$ 37.50	\$ -		48.75		\$ -
	Tech		\$ 32.00	\$ -		41.60		\$ -
	Tech		\$ 32.00	\$ -			\$ -	\$ -
	Tech		\$ 32.00	\$ -		41.60		\$ -
Total								\$744.00

	Rate	Hours / Day	
Support truck # 138	125.00	1	\$ 125.00
5 gallons MEK, flush (SW Inv # 8361-1)			\$ -
Prime Resins 900XLV product and supplies (inv# 34569)			\$ -
			\$ -
			\$ -
Per Diem			\$ -
Hammer Drill	75.00	2	\$150.00
Mobe & Demob			\$ -
Injector Pump and Tools	150.00	1	\$ 150.00
Total			\$ 425.00
Grand Total			\$ 1,169.00

Work Description:
 inject epoxy resin in elevator pit at VA Hospital Parking Lot, Augusta, GA



 Foreman's Signature

 Customer's Signature
 2022-001224 ROA
 Page 971

 Date
 RS00680

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THE SHERWIN-WILLIAMS CO.
5350 RIVERS AVE
N CHARLESTON SC 29406 6260



SHERWIN-WILLIAMS.

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**CHARGE
INVOICE**

No. 8361-1

Visit www.sherwin-williams.com
Store 2391
(843) 740-1363
JOB 22 SC SMALL MISC

ACCOUNT: 6752-3945-3

PAGE 1 OF 1
PO# 3560

PHILLIPS IN SVCE CORP/CHAS
PO BOX 37
GOOSE CREEK SC 29445 0037

SHIPPED TO:

PHILLIPS IND.
1841 BUSHY PARK ROAD
GOOSE CREEK SC 29445

DATE: 09/28/2015
TIME: 03:50 PM
2-6821
E55/14213

KATHY
(843) 884-8566

(843) 884-8566

TERMS: NET PAYMENT DUE ON OCT. 20TH

SALES NUMBER	SIZE	PRODUCT	DESCRIPTION	QTY	PRICE	VALUE
154-2414	5 GAL	R6K10E	MEK 5'S SW	5	14.28	71.40

Thank You
receipt required for refund

SUBTOTAL BEFORE TAX 71.40
8.000% SALES TAX: 1-412944507 5.71
CHARGE \$77.11

+ 10%
\$ 84.82

MERCHANDISE RECEIVED IN GOOD ORDER BY:
BONDS

5145
15-3560
D.I.E.



PRIME RESINS, INC.
2291 PLUNKETT ROAD
CONYERS, GA 30012

Voice: 770-388-0626
Fax: 770-388-0936

INVOICE

Invoice Number: 34569
Invoice Date: Sep 28, 2015
Page: 1

Sales Order: 32998

Bill To:
PHILLIPS INDUSTRIAL SERVICES CORP
P.O. BOX 37
GOOSE CREEK, SC 29445
USA

Ship to:
Luke Lee
950 New Bailie Street
VA parking garage
AUGUSTA, GA 30901
843-296-2994

Customer ID	Customer PO	Payment Terms	
PHI-SC	Verbal - Mike Pilley	Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
MOORE	SOUTHEASTERN	9/28/15	10/28/15

Quantity	Item	Description	Unit Price	Amount
		SOUTHEASTERN PRO #845643363		
2.00	FG-900 XLV-5	Prime Flex 900 XLV - 5 Gallon Pail	421.20	842.40
2.00	FG-AC 640	3/8" Bang In Ports - Bag of 100 with 5/16" Nut Driver	95.00	190.00
1.00	FG-99-2-5	Prime Flex Eco Flush - 5 Gallon Pail	240.00	240.00
1.00	FG-AC 685-H	4500 PSI High Pressure Flow Control Valve for 1/4" Hose	175.00	175.00

5145
15-3560
D/E

VISIT US ON THE WEB AT "WWW.PRIMERESINS.COM"
Thank you, we appreciate your business

Check/Credit Memo No:

Subtotal	1,447.40
Sales Tax	115.79
Freight	88.82
Total Invoice Amount	1,652.01
Payment/Credit Applied	

TOTAL 1,652.01

In accordance with GA Code 13-11-17, Past Due invoices are subject to interest

2022-001224 ROA

RS00682

+ 10%
\$ 1817.21

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AIA[®]

Document G701™ – 2001

Change Order

PROJECT (Name and address):

Contract No.: VA247-12-C-0035
Charlie Norwood VAMC Parking Garage
950 15th Street
Augusta, GA 30901

CHANGE ORDER NUMBER: 004

DATE: September 16, 2015

OWNER:

ARCHITECT:

CONTRACTOR:

FIELD:

OTHER:

TO SUBCONTRACTOR (Name and address):

Reserve Electrical Services, LLC
922 College Park Road
Summerville, SC 29483

ARCHITECT'S CONTRACTOR'S PROJECT NUMBER:
1401-260511-006

SUBCONTRACT DATE: September 10, 2014

SUBCONTRACT FOR: Electrical

THE SUBCONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

This change order is for the following:

Add Analog capabilities to existing blue emergency call boxes.

The original Subcontract Sum was

\$ 464,841.83

The net change by previously authorized Change Orders

\$ 21,451.38

The Subcontract Sum prior to this Change Order was

\$ 486,293.21

The Subcontract Sum will be increased by this Change Order in the amount of

\$ 4,777.50

The new Subcontract Sum including this Change Order will be

\$ 491,070.71

The Subcontract Time will be increased by Zero (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is

NOTE: This Change Order does not include changes in the ~~Contract Sum~~, ~~Contract Subcontract Sum~~, ~~Subcontract Time~~ or ~~Guaranteed Maximum Price~~ which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the ~~Owner-Subcontractor~~ and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, SUBCONTRACTOR AND CONTRACTOR AND OWNER.

RESERVE ELECTRICAL SERVICES,
LLC

RESTORATION SPECIALISTS, LLC

ARCHITECT SUBCONTRACTOR (Firm name)

CONTRACTOR (Firm name)

OWNER (Firm name)

922 College Park Road
Summerville, SC 29483

1042-A East Montague Ave.
Charleston, SC 29405

ADDRESS

ADDRESS

ADDRESS

Timothy Potter
BY (Signature)

Dennis Schumm
BY (Signature)

BY (Signature)

Timothy K. Potter
(Typed name)

Dennis Schumm - Executive Director
(Typed name)

(Typed name)

17 Sept 15
DATE

9/16/15
DATE

DATE

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User Notes:

(1818575151)



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Change Order

PROJECT <i>(Name and address):</i> Contract No.: VA247-12-C-0035 Charlie Norwood VAMC Parking Garage 950 15 th Street Augusta, GA 30901	CHANGE ORDER NUMBER: 001 DATE: November 20, 2014	OWNER: <input type="checkbox"/> ARCHITECT: <input type="checkbox"/> CONTRACTOR: <input type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input checked="" type="checkbox"/>
TO SUBCONTRACTOR <i>(Name and address):</i> Richmond Concrete, LLC 920 Molly Pond Road Augusta, GA 30901 (706) 722-1625	ARCHITECT'S CONTRACTOR'S PROJECT NUMBER: 1401-331000-002 SUBCONTRACT DATE: September 5, 2014 SUBCONTRACT FOR: Sanitary Sewer	

THE SUBCONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

This change order is for the following:

Revisions as per the attached quote from Richmond Concrete.

Water line piping - \$21,906.10

Sewer piping - \$7,404.00

The original Subcontract Sum was	\$ 59,158.66
The net change by previously authorized Change Orders	\$ 0.00
The Subcontract Sum prior to this Change Order was	\$ 59,158.66
The Subcontract Sum will be increased by this Change Order in the amount of	\$ 29,310.10
The new Subcontract Sum including this Change Order will be	\$ 88,468.76

The Subcontract Time will be increased by Zero (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is

NOTE: This Change Order does not include changes in the ~~Contract Sum, Contract Subcontract Sum, Subcontract Time~~ or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the ~~Owner, Subcontractor~~ and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, SUBCONTRACTOR AND CONTRACTOR AND OWNER.

RICHMOND CONCRETE, LLC
ARCHITECT SUBCONTRACTOR *(Firm name)*

920 Molly Pond Road
Augusta, GA 30901

ADDRESS

BY *(Signature)*

Kevin Baldwin
(Typed name)

DATE

RESTORATION SPECIALISTS, LLC
CONTRACTOR *(Firm name)*

1020-B East Montague Ave.
Charleston, SC 29405

ADDRESS

BY *(Signature)*

Dennis Schumm - Executive Director
(Typed name)

DATE

OWNER *(Firm name)*

ADDRESS

BY *(Signature)*

(Typed name)

DATE

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User Notes:

(1632324458)



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Change Order

PROJECT (Name and address):
Contract No.: VA247-12-C-0035
Charlie Norwood VAMC Parking Garage
950 15th Street
Augusta, GA 30901

CHANGE ORDER NUMBER: 001
DATE: May 12, 2015

OWNER:
ARCHITECT:
CONTRACTOR:
FIELD:
OTHER:

TO SUBCONTRACTOR (Name and address):
Southern Atlantic Mechanical Co.
3770 Fernandina Rd.
Columbia, SC 29210

ARCHITECT'S CONTRACTOR'S PROJECT NUMBER:
1401-220511-007
SUBCONTRACT DATE: September 10, 2014
SUBCONTRACT FOR: Mechanical

THE SUBCONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

This change order is for the following:
Davis Bacon fringe benefit labor \$5,892.00
Additional 3'-0" x 7'-8" louver \$1,583.00
Added floor drain @ Column 2.1/2nd tier \$882.00

The original Subcontract Sum was	\$	260,581.00
The net change by previously authorized Change Orders	\$	0.00
The Subcontract Sum prior to this Change Order was	\$	260,581.00
The Subcontract Sum will be increased by this Change Order in the amount of	\$	8,357.00
The new Subcontract Sum including this Change Order will be	\$	268,938.00

The Subcontract Time will be increased by Zero (0) days.
The date of Substantial Completion as of the date of this Change Order therefore is

NOTE: This Change Order does not include changes in the ~~Contract Sum, Contract Subcontract Sum, Subcontract Time or Guaranteed Maximum Price~~ which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the ~~Owner~~ Subcontractor and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, SUBCONTRACTOR AND CONTRACTOR AND OWNER.

SOUTHERN ATLANTIC
MECHANICAL CO.

RESTORATION SPECIALISTS, LLC

ARCHITECT SUBCONTRACTOR (Firm name)

CONTRACTOR (Firm name)

OWNER (Firm name)

3770 Fernandina Rd.
Columbia, SC 29210

1042-A East Montague Ave.
Charleston, SC 29405

ADDRESS

ADDRESS

ADDRESS

BY (Signature)

BY (Signature)

BY (Signature)

Marcus Pittman
(Typed name)

Dennis Schumm - Executive Director
(Typed name)

(Typed name)

DATE

DATE

DATE

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Potential Change Order
Charlie Norwood VAMC Parking Garage

Project: Charlie Norwood VAMC Parking Garage
Plumbing
Contractor: Southern Atlantic Mechanical

PCO #: 003
Project #
Date: 3/19/2015

Description of Change: Additional fringe benefit labor (Davis Bacon)

Labor

(1) Foreman/Plumber \$13.51x 240 hrs. \$ 3,242.40
(1) Operator \$14.32 x 185 hrs \$ 2,649.20

Total \$ 5,891.60

Total Change Order Request \$ 5,892.00

Comments/ Lead times:

Contractors Signature: Marcus Pittman Date: 3/20/2015



Change Order Proposal

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SOUTHERN ATLANTIC MECHANICAL CONTRACTORS				
3770 Fernandina Rd, Columbia, SC 29210				
MECHANICAL CONTRACT				
Job Name: Charlie Norwood VA, Augusta, GA			Change Order Proposal No.	
Work Description		Date: April 13, 2015	RFI Referred:	
Add one 7'8" x 3'0" louver.				
Labor Breakdown				
0.0 Hrs. Foreman.....	\$	45.00		\$0
4.0 Hrs. Journeyman.....	\$	45.00		\$180
4.0 Hrs. Apprentice.....	\$	39.00		\$156
Hrs. Service Tech.....	\$	45.00		\$0
Hrs. Superintendent.....	\$	45.00		\$0
Hrs. Project Manager.....	\$	80.00		\$0
Insurance & Taxes	35.00%			\$118
Subtotal Labor.....				\$454
Total Labor.....				\$454
Material Breakdown				
	<u>Tax Rate</u>	<u>Cost</u>	<u>Tax</u>	<u>Net</u>
Louver	8.00%	\$866	\$69	\$935
	8.00%	\$0	\$0	\$0
	8.00%	\$0	\$0	\$0
	0.00%	\$0	\$0	\$0
2% Consumables	2.00%	\$9	\$0	\$9
2% Safety	2.00%	\$9	\$0	\$9
2% Small Tools	2.00%	\$9	\$0	\$9
	0.00%	\$0	\$0	\$0
				\$963
		Total Direct Costs.....		\$963
Overhead & Profit @	15%			\$144
		Subtotal.....		\$1,107
Equipment Rental				
	<u>Tax Rate</u>	<u>Cost</u>	<u>Tax</u>	<u>Net</u>
	8.00%	\$0	\$0	\$0
	8.00%	\$0	\$0	\$0
	8.00%	\$0	\$0	\$0
	0.00%	\$0	\$0	\$0
				\$0
		Total Equipment Costs.....		\$0
	15%			\$0
		Equipment Subtotal		\$0
Subcontract Breakdown				
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
Other				\$0
		Subtotal Subcontractors.....		\$0
Overhead & Profit @	7%			\$0
		Total Subcontractors.....		\$0
		Subtotal Costs & OH&P.....		\$1,561
		Bond Cost.....		\$22
		TOTAL.....		\$1,583
Schedule Comments: Days Schedule Extension Requested for This Change, however, we reserve the right to examine the impact of this Change on the overall schedule at a later date, and request appropriate time or cost compensation should the accumulative effect of this or other Changes warrant.				



Potential Change Order
Charlie Norwood VAMC Parking Garage

Project: Charlie Norwood VAMC Parking Garage
Plumbing
Contractor: Southern Atlantic Mechanical

PCO #: 005
Project #
Date: 5/5/2015

Description of Change: Material and Labor to add (1) DD1 at Column 2.1 on the 2nd tier.

Table with 2 columns: Item, Amount. Rows include Material (\$ 322.59), Labor (\$ 375.00), Subtotal (\$ 697.59), 15% OH (\$ 104.64), 10% Profit (\$ 80.22), and Total (\$ 882.45).

Total Change Order Request \$ 882.00

Comments/ Lead times:

Contractors Signature: Marcus Pittman Date: 5/5/2015

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Change Order

PROJECT (Name and address):

Contract No.: VA247-12-C-0035
Charlie Norwood VAMC Parking Garage
950 15th Street
Augusta, GA 30901

CHANGE ORDER NUMBER: 003

DATE: October 1, 2015

OWNER:

ARCHITECT:

CONTRACTOR:

FIELD:

OTHER:

TO SUBCONTRACTOR (Name and address):

Sign-A-Rama
607 Broughton Street
Orangeburg, SC 29115
(803) 534-7575

ARCHITECT'S CONTRACTOR'S PROJECT NUMBER:
1401-101400-016

SUBCONTRACT DATE: September 17, 2014

SUBCONTRACT FOR: Signage

THE SUBCONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

This change order is for the following:

Primary and secondary signs as per the attached Quote #1284 Dated 9/24/15 from Signarama.

The original Subcontract Sum was	\$	80,988.00
The net change by previously authorized Change Orders	\$	49,389.07
The Subcontract Sum prior to this Change Order was	\$	130,377.07
The Subcontract Sum will be increased by this Change Order in the amount of	\$	7,187.25
The new Subcontract Sum including this Change Order will be	\$	137,564.32

The Subcontract Time will be increased by Zero (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is

NOTE: This Change Order does not include changes in the ~~Contract Sum, Contract-Subcontract Sum, Subcontract Time or Guaranteed Maximum Price~~ which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the ~~Owner-Subcontractor~~ and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, SUBCONTRACTOR AND CONTRACTOR AND OWNER.

SIGN-A-RAMA

ARCHITECT SUBCONTRACTOR (Firm name)

607 Broughton Street
Orangeburg, SC 29115
ADDRESS

BY (Signature)

(Typed name)

DATE

RESTORATION SPECIALISTS, LLC

CONTRACTOR (Firm name)

1042-A East Montague Ave.
Charleston, SC 29405
ADDRESS

BY (Signature)

Dennis Schumm - Executive Director
(Typed name)

10/1/2015

DATE

OWNER (Firm name)

ADDRESS

BY (Signature)

(Typed name)

DATE

#3

Signarama of Orangeburg
607 Broughton St.
Orangeburg SC 29115
United States
Phone: 803-534-7575
info@signarama-orangeburg.com
http://www.signarama-orangeburg.com



Quote 1284 - Change Order (3) VAMC Parking Garage 950 15th Street Augusta, GA 30901

Expiration Date : 10/24/2015

Quote for	Contact	Shipping/Install
Restoration Specialists 1020-B East Montague Ave. North Charleston SC 29405 United States	Dennis Schumm Phone : (843) 277-2059 Mobile : (843) 200-2167 Fax : (843) 789-3135 Email : dennis@restspec.com Address : 1020-B East Montague Ave. North Charleston SC 29405 United States	

Quote #	Quote Date	Sales Rep	Payment Terms	PO	PO Date
1284	09/24/2015		DUE ON RECEIPT		

Items

#	Item	Qty	Unit Price	Total	Tax
1	Main ID Monument Sign est. 99" X 48" X 12" OAD Custom Fabricated Non-Illuminated Sign Cabinet with (4) Separate Panels, Each with a 2" Reveal: 1. 43.5 X 48" X 12" OAD Copy: Spinal Cord Injury Unit 2. 16" X 48" X 12" OAD Copy: Accessible Parking-Only 3. 16" X 48" X 12" OAD Copy: Service Entrance 4. 14.5" X 48" X 12" OAD NO COPY	1	\$3,786.00	\$3,786.00	\$265.02
2	Post & Panel Wayfinding Sign 43.5" X 56" X 3.25" OAD D/F Custom Fabricated Non Illuminated Post & Panel Sign with "D" Shaped Post	1	\$1,389.00	\$1,389.00	\$97.23
3	Non-Electric Sign Install 2 man Equipment & Labor to: 1. Dig Footers for (4) Sign Post 2. Pour Concrete to Set Post & Footers 3. Install Post & Panel Sign 4. Install Monument Sign	1	\$1,650.00	\$1,650.00	\$0.00

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#	Item	Qty	Unit Price	Total	Tax
4	DISCLAIMER:Detailed Disclaimer Single Sided: DETAILED DISCLAIMER QUOTE DOES NOT INCLUDE THE FOLLOWING: A. Removal of other signs or spread footers (unless listed as a separate line item) B. Permit costs C. Permitting/engineering fees unless listed above D. Service work on any signage component other than what is contained within this quote to include (but not limited to) running of electrical wire, circuits, replacement of lamps, ballasts, sockets, or any other public utility. E. Waivers of subrogation costs if required. F. Costs associated with unlevel grade. G. Any overtime hours required to meet the customer's accelerated completion schedule post signing date may result in additional charges. PRICING ASSUMES: A. Free and clear access to property and back side of walls (for channel letters) during normal business hours. B. Sprinkler and internal utility lines are marked by customer unless contracted by Sign-A-Rama. C. Level grade.	1	\$0.00	\$0.00	\$0.00

Total

Sub Total	Total Tax (Tax Percentage)	Taxable Amount	Non-Taxable Amount	Final Price
\$6,825.00	\$362.25(7.0%)	\$5,175.00	\$1,650.00	\$7,187.25

Downpayment (50.0 %) \$3,593.63

Terms And Conditions

SIGNARAMA PRICE GUARANTEE: It's simple. Signarama-Orangeburg guarantees you're getting the best price for your signage and awnings. The Signarama Price Guarantee covers exact product matches & must be "Apples to Apples". If another retail sign and awning company has an "Apples to Apples" sign product for a less expensive price, we will match that price & give you back 20% of the difference to go towards installation. We require a copy of your formal estimate from the sign company with product specifications.

SIGNARAMA WARRANTY: It's the best in the industry. Sign-A-Rama Orangeburg warranties material (excluding lighting which is covered by the manufacturer) & labor for (3) years. The warranty does not cover acts of vandalism, storm damage, wind damage, fire or any other circumstances beyond Signarama's control. Sign and Design remain the property of Signarama until project is paid in full. This invoice is for the above items only. Any changes or deletions by the customer not charged for herein will be billed separately.

MINIMUM TERMS FOR ALL ORDERS:

- All Orders Under \$500: Must Be Paid In Full at Time of Order
- All Orders Above \$500: 50% Deposit Due at Time of Order - Balance Due Upon Completion
- All Orders Over \$2500: 2% Discount if Paid In Full at Time of Order

for **Restoration Specialists**

Signature _____ **Date** _____

We agree to your terms and conditions. Please proceed with the order.



AIA[®] Document A401[™] – 2007

Standard Form of Agreement Between Contractor and Subcontractor

AGREEMENT made as of the 5th day of December in the year 2014
(In words, indicate day, month and year.)

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

Restoration Specialists LLC a South Carolina Corporation
1020-B East Montague Ave.
N. Charleston, SC 29405

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

Simmons Masonry Contractors
2209 Darling Ave.
Waycross, GA 31501
Phone: (912) 286-4272

The Contractor has made a contract for construction (hereinafter, the Prime Contract) dated: March 29, 2012

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

Department of Veterans Affairs / Charlie Norwood VAMC
950 15th Street
Augusta, GA 30901

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

CHARLIE NORWOOD VAMC PARKING GARAGE
950 15th Street
Augusta, GA 30901
Downtown Parking Garage

The Prime Contract provides for the furnishing of labor, materials, equipment and services in connection with the construction of the Project. A copy of the Prime Contract, consisting of the Agreement Between Owner and Contractor (from which compensation amounts may be deleted) and the other Contract Documents enumerated therein, has been made available to the Subcontractor.

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

Structured Parking Solutions
21 South Tarragona Street, Suite 101
Pensacola, FL 32502

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

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

AIA Document A201[™]-2007, General Conditions of the Contract for Construction, is adopted in this document by reference.

This document has been approved and endorsed by the Associated Specialty Contractors, Inc.

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The Contractor and the Subcontractor agree as follows.

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TABLE OF ARTICLES

1	THE SUBCONTRACT DOCUMENTS
2	MUTUAL RIGHTS AND RESPONSIBILITIES
3	CONTRACTOR
4	SUBCONTRACTOR
5	CHANGES IN THE WORK
6	MEDIATION AND BINDING DISPUTE RESOLUTION
7	TERMINATION, SUSPENSION OR ASSIGNMENT OF THE SUBCONTRACT
8	THE WORK OF THIS SUBCONTRACT
9	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
10	SUBCONTRACT SUM
11	PROGRESS PAYMENTS
12	FINAL PAYMENT
13	INSURANCE AND BONDS
14	TEMPORARY FACILITIES AND WORKING CONDITIONS
15	MISCELLANEOUS PROVISIONS
16	ENUMERATION OF SUBCONTRACT DOCUMENTS

ARTICLE 1 THE SUBCONTRACT DOCUMENTS

§ 1.1 The Subcontract Documents consist of (1) this Agreement; (2) the Prime Contract, consisting of the Agreement between the Owner and Contractor and the other Contract Documents enumerated therein; (3) Modifications issued subsequent to the execution of the Agreement between the Owner and Contractor, whether before or after the execution of this Agreement; (4) other documents listed in Article 16 of this Agreement; and (5) Modifications to this Subcontract issued after execution of this Agreement. These form the Subcontract, and are as fully a part of the Subcontract as if attached to this Agreement or repeated herein. The Subcontract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Subcontract Documents, other than Modifications issued subsequent to the execution of this Agreement, appears in Article 16.

§ 1.2 Except to the extent of a conflict with a specific term or condition contained in the Subcontract Documents, the General Conditions governing this Subcontract shall be the AIA Document A201™-2007, General Conditions of the Contract for Construction.

§ 1.3 The Subcontract may be amended or modified only by a Modification. The Subcontract Documents shall not be construed to create a contractual relationship of any kind (1) between the Architect and the Subcontractor, (2) between the Owner and the Subcontractor, or (3) between any persons or entities other than the Contractor and Subcontractor.

§ 1.4 The Contractor shall make available the Subcontract Documents to the Subcontractor prior to execution of this Agreement, and thereafter, upon request, but the Contractor may charge the Subcontractor for the reasonable cost of reproduction.

ARTICLE 2 MUTUAL RIGHTS AND RESPONSIBILITIES

The Contractor and Subcontractor shall be mutually bound by the terms of this Agreement and, to the extent that the provisions of AIA Document A201–2007 apply to this Agreement pursuant to Section 1.2 and provisions of the Prime Contract apply to the Work of the Subcontractor, the Contractor shall assume toward the Subcontractor all obligations and responsibilities that the Owner, under such documents, assumes toward the Contractor, and the Subcontractor shall assume toward the Contractor all obligations and responsibilities which the Contractor, under such documents, assumes toward the Owner and the Architect. The Contractor shall have the benefit of all rights, remedies and redress against the Subcontractor that the Owner, under such documents, has against the Contractor, and the Subcontractor shall have the benefit of all rights, remedies and redress against the Contractor that the Contractor, under such documents, has against the Owner, insofar as applicable to this Subcontract. Where a provision of such documents is inconsistent with a provision of this Agreement, this Agreement shall govern.

ARTICLE 3 CONTRACTOR**§ 3.1 SERVICES PROVIDED BY THE CONTRACTOR**

§ 3.1.1 The Contractor shall cooperate with the Subcontractor in scheduling and performing the Contractor's Work to avoid conflicts or interference in the Subcontractor's Work and shall expedite written responses to submittals made by the Subcontractor in accordance with Section 4.1 and Article 5. Promptly after execution of this Agreement, the Contractor shall provide the Subcontractor copies of the Contractor's construction schedule and schedule of submittals, together with such additional scheduling details as will enable the Subcontractor to plan and perform the Subcontractor's Work properly. The Contractor shall promptly notify the Subcontractor of subsequent changes in the construction and submittal schedules and additional scheduling details.

§ 3.1.2 The Contractor shall provide suitable areas for storage of the Subcontractor's materials and equipment during the course of the Work. Additional costs to the Subcontractor resulting from relocation of such storage areas at the direction of the Contractor, except as previously agreed upon, shall be reimbursed by the Contractor.

§ 3.1.3 Except as provided in Article 14, the Contractor's equipment will be available to the Subcontractor only at the Contractor's discretion and on mutually satisfactory terms.

§ 3.2 COMMUNICATIONS

§ 3.2.1 The Contractor shall promptly make available to the Subcontractor information, including information received from the Owner, that affects this Subcontract and that becomes available to the Contractor subsequent to execution of this Subcontract.

§ 3.2.2 The Contractor shall not give instructions or orders directly to the Subcontractor's employees or to the Subcontractor's Sub-subcontractors or material suppliers unless such persons are designated as authorized representatives of the Subcontractor.

§ 3.2.3 The Contractor shall permit the Subcontractor to request directly from the Architect information regarding the percentages of completion and the amount certified on account of Work done by the Subcontractor.

§ 3.2.4 If hazardous substances of a type of which an employer is required by law to notify its employees are being used on the site by the Contractor, a subcontractor or anyone directly or indirectly employed by them (other than the Subcontractor), the Contractor shall, prior to harmful exposure of the Subcontractor's employees to such substance, give written notice of the chemical composition thereof to the Subcontractor in sufficient detail and time to permit the Subcontractor's compliance with such laws.

§ 3.2.5 The Contractor shall furnish to the Subcontractor within 30 days after receipt of a written request, or earlier if so required by law, information necessary and relevant for the Subcontractor to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property, usually referred to as the site, on which the Project is located and the Owner's interest therein.

§ 3.2.6 If the Contractor asserts or defends a claim against the Owner that relates to the Work of the Subcontractor, the Contractor shall promptly make available to the Subcontractor all information relating to the portion of the claim that relates to the Work of the Subcontractor.

§ 3.3 CLAIMS BY THE CONTRACTOR

§ 3.3.1 Liquidated damages for delay, if provided for in Section 9.3 of this Agreement, shall be assessed against the Subcontractor only to the extent caused by the Subcontractor or any person or entity for whose acts the Subcontractor may be liable, and in no case for delays or causes arising outside the scope of this Subcontract.

§ 3.3.2 The Contractor's claims for the costs of services or materials provided due to the Subcontractor's failure to execute the Work shall require

- .1 seven days' written notice prior to the Contractor's providing services or materials, except in an emergency; and
- .2 written compilations to the Subcontractor of services and materials provided by the Contractor and charges for such services and materials no later than the fifteenth day of the month following the Contractor's providing such services or materials.
- .3 Liquidated Damages will be assessed at \$ N/A per calendar day past the established completion date.

§ 3.4 CONTRACTOR'S REMEDIES

If the Subcontractor defaults or neglects to carry out the Work in accordance with this Agreement and fails within five working days after receipt of written notice from the Contractor to commence and continue correction of such default or neglect with diligence and promptness, the Contractor may, by appropriate Modification, and without prejudice to any other remedy the Contractor may have, make good such deficiencies and may deduct the reasonable cost thereof from the payments then or thereafter due the Subcontractor.

ARTICLE 4 SUBCONTRACTOR**§ 4.1 EXECUTION AND PROGRESS OF THE WORK**

§ 4.1.1 For all Work the Subcontractor intends to subcontract, the Subcontractor shall enter into written agreements with Sub-subcontractors performing portions of the Work of this Subcontract by which the Subcontractor and the Sub-subcontractor are mutually bound, to the extent of the Work to be performed by the Sub-subcontractor, assuming toward each other all obligations and responsibilities that the Contractor and Subcontractor assume toward each other and having the benefit of all rights, remedies and redress each against the other that the Contractor and Subcontractor have by virtue of the provisions of this Agreement.

§ 4.1.2 The Subcontractor shall supervise and direct the Subcontractor's Work, and shall cooperate with the Contractor in scheduling and performing the Subcontractor's Work to avoid conflict, delay in or interference with the Work of the Contractor, other subcontractors, the Owner, or separate contractors.

§ 4.1.3 The Subcontractor shall promptly submit Shop Drawings, Product Data, Samples and similar submittals required by the Subcontract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Contractor or other subcontractors.

§ 4.1.4 The Subcontractor shall furnish to the Contractor periodic progress reports on the Work of this Subcontract as mutually agreed, including information on the status of materials and equipment that may be in the course of preparation, manufacture, or transit.

§ 4.1.5 The Subcontractor agrees that the Contractor and the Architect each have the authority to reject Work of the Subcontractor that does not conform to the Prime Contract. The Architect's decisions on matters relating to aesthetic effect shall be final and binding on the Subcontractor if consistent with the intent expressed in the Prime Contract.

§ 4.1.6 The Subcontractor shall pay for all materials, equipment and labor used in connection with the performance of this Subcontract through the period covered by previous payments received from the Contractor, and shall furnish satisfactory evidence, when requested by the Contractor, to verify compliance with the above requirements.

§ 4.1.7 The Subcontractor shall take necessary precautions to protect properly the work of other subcontractors from damage caused by operations under this Subcontract.

§ 4.1.8 The Subcontractor shall cooperate with the Contractor, other subcontractors, the Owner, and separate contractors whose work might interfere with the Subcontractor's Work. The Subcontractor shall participate in the preparation of coordinated drawings in areas of congestion, if required by the Prime Contract, specifically noting and

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advising the Contractor of potential conflicts between the Work of the Subcontractor and that of the Contractor, other subcontractors, the Owner, or separate contractors.

§ 4.2 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

§ 4.2.1 The Subcontractor shall give notices and comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on performance of the Work of this Subcontract. The Subcontractor shall secure and pay for permits, fees, licenses and inspections by government agencies necessary for proper execution and completion of the Subcontractor's Work, the furnishing of which is required of the Contractor by the Prime Contract.

§ 4.2.2 The Subcontractor shall comply with Federal, state and local tax laws, social security acts, unemployment compensation acts and workers' compensation acts insofar as applicable to the performance of this Subcontract.

§ 4.3 SAFETY PRECAUTIONS AND PROCEDURES

§ 4.3.1 The Subcontractor shall take reasonable safety precautions with respect to performance of this Subcontract, shall comply with safety measures initiated by the Contractor and with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities for the safety of persons and property in accordance with the requirements of the Prime Contract. The Subcontractor shall report to the Contractor within three days an injury to an employee or agent of the Subcontractor which occurred at the site.

§ 4.3.2 If hazardous substances of a type of which an employer is required by law to notify its employees are being used on the site by the Subcontractor, the Subcontractor's Sub-subcontractors or anyone directly or indirectly employed by them, the Subcontractor shall, prior to harmful exposure of any employees on the site to such substance, give written notice of the chemical composition thereof to the Contractor in sufficient detail and time to permit compliance with such laws by the Contractor, other subcontractors and other employers on the site.

§ 4.3.3 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a hazardous material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Subcontractor, the Subcontractor shall, upon recognizing the condition, immediately stop Work in the affected area and promptly report the condition to the Contractor in writing. When the material or substance has been rendered harmless, the Subcontractor's Work in the affected area shall resume upon written agreement of the Contractor and Subcontractor. The Subcontract Time shall be extended appropriately and the Subcontract Sum shall be increased in the amount of the Subcontractor's reasonable additional costs of demobilization, delay and remobilization, which adjustments shall be accomplished as provided in Article 5 of this Agreement.

§ 4.3.4 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Subcontractor, the Subcontractor's Sub-subcontractors, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 4.3.3 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

§ 4.3.5 The Subcontractor shall indemnify the Contractor for the cost and expense the Contractor incurs (1) for remediation of a material or substance brought to the site and negligently handled by the Subcontractor or (2) where the Subcontractor fails to perform its obligations under Section 4.3.3, except to the extent that the cost and expense are due to the Contractor's fault or negligence.

§ 4.4 CLEANING UP

§ 4.4.1 The Subcontractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations performed under this Subcontract. The Subcontractor shall not be held responsible for conditions caused by other contractors or subcontractors.

§ 4.4.2 As provided under Section 3.3.2, if the Subcontractor fails to clean up as provided in the Subcontract Documents, the Contractor may charge the Subcontractor for the Subcontractor's appropriate share of cleanup costs.

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§ 4.5 WARRANTY

The Subcontractor warrants to the Owner, Architect, and Contractor that materials and equipment furnished under this Subcontract will be of good quality and new unless the Subcontract Documents require or permit otherwise. The Subcontractor further warrants that the Work will conform to the requirements of the Subcontract Documents and will be free from defects, except for those inherent in the quality of the Work the Subcontract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Subcontractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Subcontractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. If required by the Architect and Contractor, the Subcontractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 4.6 INDEMNIFICATION

§ 4.6.1 To the fullest extent permitted by law, the Subcontractor shall indemnify and hold harmless the Owner, Contractor, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the Subcontractor's Work under this Subcontract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Subcontractor, the Subcontractor's Sub-subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 4.6.

§ 4.6.2 In claims against any person or entity indemnified under this Section 4.6 by an employee of the Subcontractor, the Subcontractor's Sub-subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 4.6.1 shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the Subcontractor or the Subcontractor's Sub-subcontractors under workers' compensation acts, disability benefit acts or other employee benefit acts.

§ 4.7 REMEDIES FOR NONPAYMENT

If the Contractor does not pay the Subcontractor through no fault of the Subcontractor, within seven days from the time payment should be made as provided in this Agreement, the Subcontractor may, without prejudice to any other available remedies, upon seven additional days' written notice to the Contractor, stop the Work of this Subcontract until payment of the amount owing has been received. The Subcontract Sum shall, by appropriate Modification, be increased by the amount of the Subcontractor's reasonable costs of demobilization, delay and remobilization.

ARTICLE 5 CHANGES IN THE WORK

§ 5.1 The Owner may make changes in the Work by issuing Modifications to the Prime Contract. Upon receipt of such a Modification issued subsequent to the execution of the Subcontract Agreement, the Contractor shall promptly notify the Subcontractor of the Modification. Unless otherwise directed by the Contractor, the Subcontractor shall not thereafter order materials or perform Work that would be inconsistent with the changes made by the Modification to the Prime Contract.

§ 5.2 The Subcontractor may be ordered in writing by the Contractor, without invalidating this Subcontract, to make changes in the Work within the general scope of this Subcontract consisting of additions, deletions or other revisions, including those required by Modifications to the Prime Contract issued subsequent to the execution of this Agreement, the Subcontract Sum and the Subcontract Time being adjusted accordingly. The Subcontractor, prior to the commencement of such changed or revised Work, shall submit promptly to the Contractor written copies of a claim for adjustment to the Subcontract Sum and Subcontract Time for such revised Work in a manner consistent with requirements of the Subcontract Documents.

§ 5.3 The Subcontractor shall make all claims promptly to the Contractor for additional cost, extensions of time and damages for delays or other causes in accordance with the Subcontract Documents. A claim which will affect or become part of a claim which the Contractor is required to make under the Prime Contract within a specified time period or in a specified manner shall be made in sufficient time to permit the Contractor to satisfy the requirements of the Prime Contract. Such claims shall be received by the Contractor not less than two working days preceding the time

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by which the Contractor's claim must be made. Failure of the Subcontractor to make such a timely claim shall bind the Subcontractor to the same consequences as those to which the Contractor is bound.

ARTICLE 6 MEDIATION AND BINDING DISPUTE RESOLUTION

§ 6.1 MEDIATION

§ 6.1.1 Any claim arising out of or related to this Subcontract, except those waived in this Subcontract, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 6.1.2 The parties shall endeavor to resolve their claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to this Subcontract and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrators(s) and agree upon a schedule for later proceedings.

§ 6.1.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 6.2 BINDING DISPUTE RESOLUTION

For any claim subject to, but not resolved by mediation pursuant to Section 6.1, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Contractor and Subcontractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, claims will be resolved by litigation in a court of competent jurisdiction.)

- Arbitration pursuant to Section 6.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

§ 6.3 ARBITRATION

§ 6.3.1 If the Contractor and Subcontractor have selected arbitration as the method of binding dispute resolution in Section 6.2, any claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Subcontract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all claims then known to that party on which arbitration is permitted to be demanded.

§ 6.3.2 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim.

§ 6.3.3 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 6.3.4 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a claim not described in the written consent.

§ 6.3.5 The Contractor and Subcontractor grant to any person or entity made a party to an arbitration conducted under this Section 6.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Contractor and Subcontractor under this Agreement.

§ 6.3.6 This agreement to arbitrate and any other written agreement to arbitrate with an additional person or persons referred to herein shall be specifically enforceable under applicable law in any court having jurisdiction thereof. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

ARTICLE 7 TERMINATION, SUSPENSION OR ASSIGNMENT OF THE SUBCONTRACT

§ 7.1 TERMINATION BY THE SUBCONTRACTOR

The Subcontractor may terminate the Subcontract for the same reasons and under the same circumstances and procedures with respect to the Contractor as the Contractor may terminate with respect to the Owner under the Prime Contract, or for nonpayment of amounts due under this Subcontract for 60 days or longer. In the event of such termination by the Subcontractor for any reason which is not the fault of the Subcontractor, Sub-subcontractors or their agents or employees or other persons performing portions of the Work under contract with the Subcontractor, the Subcontractor shall be entitled to recover from the Contractor payment for Work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including reasonable overhead, profit and damages.

§ 7.2 TERMINATION BY THE CONTRACTOR

§ 7.2.1 If the Subcontractor repeatedly fails or neglects to carry out the Work in accordance with the Subcontract Documents or otherwise to perform in accordance with this Subcontract and fails within a ten-day period after receipt of written notice to commence and continue correction of such default or neglect with diligence and promptness, the Contractor may, by written notice to the Subcontractor and without prejudice to any other remedy the Contractor may have, terminate the Subcontract and finish the Subcontractor's Work by whatever method the Contractor may deem expedient. If the unpaid balance of the Subcontract Sum exceeds the expense of finishing the Subcontractor's Work and other damages incurred by the Contractor and not expressly waived, such excess shall be paid to the Subcontractor. If such expense and damages exceed such unpaid balance, the Subcontractor shall pay the difference to the Contractor.

§ 7.2.2 If the Owner terminates the Prime Contract for the Owner's convenience, the Contractor shall promptly deliver written notice to the Subcontractor.

§ 7.2.3 Upon receipt of written notice of termination, the Subcontractor shall

- .1 cease operations as directed by the Contractor in the notice;
- .2 take actions necessary, or that the Contractor may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing Sub-subcontracts and purchase orders and enter into no further Sub-subcontracts and purchase orders.

§ 7.2.4 In case of such termination for the Owner's convenience, the Subcontractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

§ 7.3 SUSPENSION BY THE CONTRACTOR FOR CONVENIENCE

§ 7.3.1 The Contractor may, without cause, order the Subcontractor in writing to suspend, delay or interrupt the Work of this Subcontract in whole or in part for such period of time as the Contractor may determine. In the event of suspension ordered by the Contractor, the Subcontractor shall be entitled to an equitable adjustment of the Subcontract Time and Subcontract Sum.

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§ 7.3.2 An adjustment shall be made for increases in the Subcontract Time and Subcontract Sum, including profit on the increased cost of performance, caused by suspension, delay or interruption. No adjustment shall be made to the extent that

- .1 performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Subcontractor is responsible; or
- .2 an equitable adjustment is made or denied under another provision of this Subcontract.

§ 7.4 ASSIGNMENT OF THE SUBCONTRACT

§ 7.4.1 In the event the Owner terminates the Prime Contract for cause, this Subcontract is assigned to the Owner pursuant to Section 5.4 of AIA Document A201–2007 provided the Owner accepts the assignment.

§ 7.4.2 Without the Contractor’s written consent, the Subcontractor shall not assign the Work of this Subcontract, subcontract the whole of this Subcontract, or subcontract portions of this Subcontract.

ARTICLE 8 THE WORK OF THIS SUBCONTRACT

The Subcontractor shall execute the following portion of the Work described in the Subcontract Documents, including all labor, materials, equipment, services and other items required to complete such portion of the Work, except to the extent specifically indicated in the Subcontract Documents to be the responsibility of others.

(Insert a precise description of the Work of this Subcontract, referring where appropriate to numbers of Drawings, sections of Specifications and pages of Addenda, Modifications and accepted alternates.)

ARTICLE 9 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 9.1 Subcontract Time is the period of time, including authorized adjustments, allotted in the Subcontract Documents for Substantial Completion of the Work described in the Subcontract Documents. The Subcontractor’s date of commencement is the date from which the Subcontract Time of Section 9.3 is measured; it shall be the date of this Agreement, as first written above, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Contractor.

(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

§ 9.2 Unless the date of commencement is established by a notice to proceed issued by the Contractor, or the Contractor has commenced visible Work at the site under the Prime Contract, the Subcontractor shall notify the Contractor in writing not less than five days before commencing the Subcontractor’s Work to permit the timely filing of mortgages, mechanic’s liens and other security interests.

§ 9.3 The Work of this Subcontract shall be substantially completed not later than .
(Insert the calendar date or number of calendar days after the Subcontractor’s date of commencement. Also insert any requirements for earlier substantial completion of certain portions of the Subcontractor’s Work, if not stated elsewhere in the Subcontract Documents.)

Portion of Work	Substantial Completion Date
Provide all supervision and labor, to install masonry as detailed in the contract documents and per the attached quote from Simmons Masonry Contractors. Note: It is the subcontractor’s responsibility to visit Submittal Exchange (www.submittalexchange.com) to access and verify they are using the latest revisions of all contract documents. An email invitation will be sent to each subcontractor’s point of contact to initiate access to the site. ALL SUBMITTALS	

FROM SUBCONTRACTORS ARE TO BE SUBMITTED TO RESTORATION SPECIALISTS BY UPLOADING PDF DOCUMENTS TO THE SUBMITTAL EXCHANGE SITE.

Schedule: As follows

Submittals: Submittals are due no later than 12/29/14 (submitted electronically via. Submittal Exchange)

, subject to adjustments of this Subcontract Time as provided in the Subcontract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to complete on time.)

§ 9.4 With respect to the obligations of both the Contractor and the Subcontractor, time is of the essence of this Subcontract.

§ 9.5 No extension of time will be valid without the Contractor's written consent after claim made by the Subcontractor in accordance with Section 5.3.

ARTICLE 10 SUBCONTRACT SUM

§ 10.1 The Contractor shall pay the Subcontractor in current funds for performance of the Subcontract the Subcontract Sum is not to exceed Eleven thousand nine hundred eighty dollars and 00/100, (\$ 11,980.00), subject to additions and deductions as provided in the Subcontract Documents.

§ 10.2 The Subcontract Sum is based upon the following alternates, if any, which are described in the Subcontract Documents and have been accepted by the Owner and the Contractor:
(Insert the numbers or other identification of accepted alternates.)

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

Item	Units and Limitations	Price Per Unit (\$0.00)
N/A		

§ 10.4 Allowances included in the Subcontract Sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
N/A	

ARTICLE 11 PROGRESS PAYMENTS

§ 11.1 Based upon applications for payment submitted to the Contractor by the Subcontractor, corresponding to applications for payment submitted by the Contractor to the Government, and certificates for payment issued by the Government, the Contractor shall make progress payments on account of the Subcontract Sum to the Subcontractor as provided below and elsewhere in the Subcontract Documents. Unless the Contractor provides the Government with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor and Subcontractor for Work properly performed by their contractors and suppliers shall be held by the Contractor and Subcontractor for those contractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor or Subcontractor for which payment was made to the Contractor by the Owner or to the Subcontractor by the Contractor, as applicable. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor or Subcontractor, shall create any fiduciary liability or tort liability on the part of the Contractor or Subcontractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor or Subcontractor for breach of the requirements of this provision.

§ 11.2 The period covered by each application for payment shall be one calendar month ending on the last day of the month, or as follows:

§ 11.3 Provided an application for payment is received by the Contractor not later than the 25th day of a month, the Contractor shall include the Subcontractor's Work covered by that application in the next application for payment which the Contractor is entitled to submit to the Government. The Contractor shall pay the Subcontractor each progress payment no later than seven working days after the Contractor receives payment from the Government.

§ 11.4 If the Subcontractor's application for payment is received by the Contractor after the application date fixed above, the Subcontractor's Work covered by it shall be included by the Contractor in the next application for payment submitted to the Architect.

§ 11.5 The Subcontractor shall submit to the Contractor a schedule of values prior to submitting the Subcontractor's first Application for Payment. Each subsequent application for payment shall be based upon the most recent schedule of values submitted by the Subcontractor in accordance with the Subcontract Documents. The schedule of values shall allocate the entire Subcontract Sum among the various portions of the Subcontractor's Work and be prepared in such form and supported by such data to substantiate its accuracy as the Contractor may require. This schedule, unless objected to by the Contractor, shall be used as a basis for reviewing the Subcontractor's applications for payment.

§ 11.6 Applications for payment submitted by the Subcontractor shall indicate the percentage of completion of each portion of the Subcontractor's Work as of the end of the period covered by the application for payment.

§ 11.7 Subject to the provisions of the Subcontract Documents, the amount of each progress payment shall be computed as set forth in the sections below.

§ 11.7.1 Take that portion of the Subcontract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Subcontractor's Work by the share of the total Subcontract Sum allocated to that portion of the Subcontractor's Work in the schedule of values, less that percentage actually retained, if any, from payments to the Contractor on account of the Work of the Subcontractor. Pending final determination of cost to the Contractor of changes in the Work that have been properly authorized by the Contractor, amounts not in dispute shall be included to the same extent provided in the Prime Contract, even though the Subcontract Sum has not yet been adjusted;

§ 11.7.2 Add that portion of the Subcontract Sum properly allocable to materials and equipment delivered and suitably stored at the site by the Subcontractor for subsequent incorporation in the Subcontractor's Work or, if approved by the Contractor, suitably stored off the site at a location agreed upon in writing, less the same percentage retainage required by the Prime Contract to be applied to such materials and equipment in the Contractor's application for payment;

§ 11.7.3 Subtract the aggregate of previous payments made by the Contractor; and

§ 11.7.4 Subtract amounts, if any, calculated under Section 11.7.1 or 11.7.2 that are related to Work of the Subcontractor for which the Architect has withheld or nullified, in whole or in part, a certificate of payment for a cause that is the fault of the Subcontractor.

§ 11.8 Upon the partial or entire disapproval by the Contractor of the Subcontractor's application for payment, the Contractor shall provide written notice to the Subcontractor. When the basis for the disapproval has been remedied, the Subcontractor shall be paid the amounts withheld.

§ 11.9 SUBSTANTIAL COMPLETION

When the Subcontractor's Work or a designated portion thereof is substantially complete and in accordance with the requirements of the Prime Contract, the Contractor shall, upon application by the Subcontractor, make prompt application for payment for such Work. Within 30 days following issuance by the Architect of the certificate for payment covering such substantially completed Work, the Contractor shall, to the full extent allowed in the Prime Contract, make payment to the Subcontractor, deducting any portion of the funds for the Subcontractor's Work

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withheld in accordance with the certificate to cover costs of items to be completed or corrected by the Subcontractor. Such payment to the Subcontractor shall be the entire unpaid balance of the Subcontract Sum if a full release of retainage is allowed under the Prime Contract for the Subcontractor's Work prior to the completion of the entire Project. If the Prime Contract does not allow for a full release of retainage, then such payment shall be an amount which, when added to previous payments to the Subcontractor, will reduce the retainage on the Subcontractor's substantially completed Work to the same percentage of retainage as that on the Contractor's Work covered by the certificate.

ARTICLE 12 FINAL PAYMENT

§ 12.1 Final payment, constituting the entire unpaid balance of the Subcontract Sum, shall be made by the Contractor to the Subcontractor when the Subcontractor's Work is fully performed in accordance with the requirements of the Subcontract Documents, the Architect has issued a certificate for payment covering the Subcontractor's completed Work and the Contractor has received payment from the Owner. If, for any cause which is not the fault of the Subcontractor, a certificate for payment is not issued or the Contractor does not receive timely payment or does not pay the Subcontractor within seven days after receipt of payment from the Owner, final payment to the Subcontractor shall be made upon demand.

(Insert provisions for earlier final payment to the Subcontractor, if applicable.)

§ 12.2 Before issuance of the final payment, the Subcontractor, if required, shall submit evidence satisfactory to the Contractor that all payrolls, bills for materials and equipment, and all known indebtedness connected with the Subcontractor's Work have been satisfied. Acceptance of final payment by the Subcontractor shall constitute a waiver of claims by the Subcontractor, except those previously made in writing and identified by the Subcontractor as unsettled at the time of final application for payment.

ARTICLE 13 INSURANCE AND BONDS

§ 13.1 The Subcontractor shall purchase and maintain insurance of the following types of coverage and limits of liability as will protect the Subcontractor from claims that may arise out of, or result from, the Subcontractor's operations and completed operations under the Subcontract:

Type of insurance or bond	Limit of liability or bond amount (\$1,000,000.00 per incident)
Commercial General Liability Insurance	\$ 1,000,000.00 (per incident)
Business Automobile Liability Insurance	\$ 1,000,000.00 (per incident)
Commercial Umbrella Coverage	\$ 1,000,000.00 (limits must include as insureds all entities that are additional insureds on the CGL)
Worker's Compensation and Employer's Liability Insurance	\$ 1,000,000.00 (per incident & per employee)

§ 13.2 Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Subcontractor's Work until the date of final payment and termination of any coverage required to be maintained after final payment to the Subcontractor, and, with respect to the Subcontractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Prime Contract.

§ 13.3 Certificates of insurance acceptable to the Contractor shall be filed with the Contractor prior to commencement of the Subcontractor's Work. These certificates and the insurance policies required by this Article 13 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Contractor. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final application for payment as required in Article 12. If any information concerning reduction of coverage is not furnished by the insurer, it shall be furnished by the Subcontractor with reasonable promptness according to the Subcontractor's information and belief.

§ 13.4 The Subcontractor shall cause the commercial liability coverage required by the Subcontract Documents to include: (1) the Contractor, the Owner, the Architect and the Architect's consultants as additional insureds for claims caused in whole or in part by the Subcontractor's negligent acts or omissions during the Subcontractor's operations;

and (2) the Contractor as an additional insured for claims caused in whole or in part by the Subcontractor's negligent acts or omissions during the Subcontractor's completed operations.

§ 13.5 The Contractor shall furnish to the Subcontractor satisfactory evidence of insurance required of the Contractor under the Prime Contract.

§ 13.6 The Contractor shall promptly, upon request of the Subcontractor, furnish a copy or permit a copy to be made of any bond covering payment of obligations arising under the Subcontract.

§ 13.7 Performance Bond and Payment Bond:
(If the Subcontractor is to furnish bonds, insert the specific requirements here.)

Bond type	Bond amount (\$0.00)	Bond delivery date	Bond form
N/A			

§ 13.8 PROPERTY INSURANCE

§ 13.8.1 When requested in writing, the Contractor shall provide the Subcontractor with copies of the property and equipment policies in effect for the Project. The Contractor shall notify the Subcontractor if the required property insurance policies are not in effect.

§ 13.8.2 If the required property insurance is not in effect for the full value of the Subcontractor's Work, then the Subcontractor shall purchase insurance for the value of the Subcontractor's Work, and the Subcontractor shall be reimbursed for the cost of the insurance by an adjustment in the Subcontract Sum.

§ 13.8.3 Property insurance for the Subcontractor's materials and equipment required for the Subcontractor's Work, stored off site or in transit and not covered by the Project property insurance, shall be paid for through the application for payment process.

§ 13.9 WAIVERS OF SUBROGATION

The Contractor and Subcontractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Owner, the Architect, the Architect's consultants, separate contractors, and any of their subcontractors, sub-subcontractors, agents and employees for damages caused by fire or other causes of loss to the extent covered by property insurance provided under the Prime Contract or other property insurance applicable to the Work, except such rights as they may have to proceeds of such insurance held by the Owner as a fiduciary. The Subcontractor shall require of the Subcontractor's Sub-subcontractors, agents and employees, by appropriate agreements, written where legally required for validity, similar waivers in favor of the parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

ARTICLE 14 TEMPORARY FACILITIES AND WORKING CONDITIONS

§ 14.1 The Contractor shall furnish and make available at no cost to the Subcontractor the Contractor's temporary facilities, equipment and services, except as noted below:

Temporary Facility, Equipment or Service	Cost, if any (\$0.00)

§ 14.2 Specific working conditions:
(Insert any applicable arrangements concerning working conditions and labor matters for the Project.)

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Where reference is made in this Subcontract to a provision of another Subcontract Document, the reference refers to that provision as amended or supplemented by other provisions of the Subcontract Documents.
(Insert rate of interest agreed upon, if any.)

%

(Paragraphs deleted)

§ 15.3 Retainage and any reduction thereto are as follows:

0% (zero)

(Paragraph deleted)

ARTICLE 16 ENUMERATION OF SUBCONTRACT DOCUMENTS

§ 16.1 The Subcontract Documents, except for Modifications issued after execution of this Subcontract, are enumerated in the sections below.

§ 16.1.1 This executed AIA Document A401–2007, Standard Form of Agreement Between Contractor and Subcontractor.

§ 16.1.2 The Prime Contract, consisting of the Agreement between the Owner and Contractor dated as first entered above and the other Contract Documents enumerated in the Owner-Contractor Agreement.

§ 16.1.3 The following Modifications to the Prime Contract, if any, issued subsequent to the execution of the Owner-Contractor Agreement but prior to the execution of this Agreement:

Modification	Date
--------------	------

§ 16.1.4 Additional Documents, if any, forming part of the Subcontract Documents:

.1 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

.2 Other documents:

(List here any additional documents that are intended to form part of the Subcontract Documents. Requests for proposal and the Subcontractor’s bid or proposal should be listed here only if intended to be made part of the Subcontract Documents.)


1. Simmons Masonry Contractors Quote (copy attached)
2. Preliminary Project Schedule (copy attached)
3. Standard Form 1413 (copy attached, fill out #14 thru #17)
4. Certified Payroll Template (copy attached. Payroll to be done weekly whether worked or not)
5. W-9 Template (copy attached)
6. Employee Badge Forms (copy attached)
7. Drawings and Specification List (copy attached)

This Contract / P.O. Number will be: 1401-042000-019

This Contract / P.O. # is to be referenced on all billings / invoices / submittals, etc.

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

RESTORATION SPECIALISTS, LLC



CONTRACTOR (Signature)

Dennis Schumm – Executive Director
(Printed name and title)

SIMMONS MASONRY CONTRACTORS



SUBCONTRACTOR (Signature)

(Printed name and title)

042000

Simmons Masonry Contractors
2209 Darling Ave.
Waycross, GA 31501
912-286-4272

Proposal

Palmetto Construction Group
VA Parking Garage
Augusta GA

Labor Material and Equipmentt to install masonry at VA Parking Garage per the
plans and specifications \$11,980.00

Total Amount \$11,980.00

Frederick Simmons

Frederick Simmons

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER:
 Restoration Specialists LLC
 1020-B East Montauge Ave.
 N. Charleston SC 29405

PROJECT:
 Charlie Norwood VAMC PG
 950 15th Street
 Augusta GA 30901

APPLICATION: 1
PERIOD TO: 01/21/2015

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

FROM CONTRACTOR:
 Tendon Systems, LLC.
 1255 Buford Highway
 Suite 204
 Suwanee GA 30024

Job No: 14064256
Client PO: 1401-055000-009
Contract No:

PROJECT NOS:
VIA ARCHITECT:

CONTRACT DATE: 09/09/2014

CONTRACT FOR:

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:	\$18,800.00
2. Net change by Change Orders:	\$0.00
3. CONTRACT SUM TO DATE (Line 1+2):	\$18,800.00
4. TOTAL COMPLETED AND STORED TO DATE: (Column G on G703)	\$2,500.00
5. RETAINAGE:	
a. 0.00 % of Completed Work (Column D+E on G703)	\$0.00
b. 0.00 % of Stored Material (Column F on G703)	
Total Retainage (Lines 5a+5b or Total in Column I of G703)	\$0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$2,500.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 5 from Prior Certificate)	\$0.00
8. CURRENT PAYMENT DUE	\$2,500.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$16,300.00

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:
 By: *[Signature]* Date: 01/21/2015
 Authorized Signature: April Smith

NOTARY PUBLIC: *[Signature]*
 State of: Georgia County of: Richmond
 Subscribed and sworn to before me this 21 day of January
 My Commission Expires: 08/28/16

OFFICIAL SEAL
 LISA MOORE
 Notary Public, Georgia
 My Commission Expires
AUGUST 28, 2016

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observation 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

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 NUMBER: 1
 APPLICATION DATE
 PERIOD TO: 01/21/2015

ARCHITECT'S PROJECT NO:

A ITEM NO	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D Changes	E New Total	F WORK COMPLETED		H MATERIALS PRESENTLY STORED (NOT IN D OR E)	I TOTAL COMPLETED AND STORED TO DATE (D+E+F)		J BALANCE TO FINISH (G-C)	K RETAINAGE (IF VARIABLE RATE)
					FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD		% (G/C)			
	ENGINEERING/SHOP D	2,500.00		2,500.00		2,500.00		2,500.00	100.00		
	BC MATERIALS	13,000.00		13,000.00						13,000.00	
	BC LABOR	3,300.00		3,300.00						3,300.00	
	Totals:	18,800.00		18,800.00		2,500.00		2,500.00	13.30	16,300.00	

P: 003

FAX No.

JUN/01/2015/MON 10:31 AM

Statement

Tripp Land Surveying, Inc.
 916 Dougherty Road
 Aiken, SC 29803

Date
2/17/2015

To:
Restoration Specialists 1020-B East Montague Ave. N. Charleston, SC 29405

		Amount Due	Amount Enc.		
		\$4,301.25			
Date	Transaction	Amount	Balance		
12/02/2014	VA Garage DowntownAugusta1401-010000-017:14234B Control-INV #11649. Due 01/01/2015. Orig. Amount \$2,066.25. Vicki	2,066.25	2,066.25		
12/15/2014	VA Garage DowntownAugusta1401-010000-017:14234F1 Stake Piles Elevations-INV #11656. Due 01/14/2015. Orig. Amount \$162.50.	162.50	2,228.75		
01/09/2015	VA Garage DowntownAugusta1401-010000-017:14234F2 Layout Column Lines-INV #11683. Due 02/08/2015. Orig. Amount \$847.50.	847.50	3,076.25		
01/29/2015	VA Garage DowntownAugusta1401-010000-017:14234F3 Layout Column Lines (JackEllison)-INV #11704. Due 02/28/2015. Orig. Amount \$1,225.00. Vicki	1,225.00	4,301.25		
CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
1,225.00	847.50	2,228.75	0.00	0.00	\$4,301.25

ELECTRONICALLY FILED - 2022 Feb 01 12:31 PM - CHARLESTON - COMMON PLEAS - CASE#2016C/P1001143



AIA Document G701™ – 2001

Change Order

PROJECT (Name and address):
Contract No.: VA247-12-C-0035
Charlie Norwood VAMC Parking Garage
950 15th Street
Augusta, GA 30901

CHANGE ORDER NUMBER: 004
DATE: August 24, 2015

OWNER:
ARCHITECT:
CONTRACTOR:
FIELD:
OTHER:

TO SUBCONTRACTOR (Name and address):
Tupperway Siteworks, LLC
125 White Fence Lane
Summerville, SC 29483

ARCHITECT'S CONTRACTOR'S PROJECT NUMBER:
1401-312000-001
SUBCONTRACT DATE: July 1, 2014
SUBCONTRACT FOR: Sitework

THE SUBCONTRACT IS CHANGED AS FOLLOWS:
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)
This change order is for the following:
Removing and installing asphalt per the attached quote from Tupperway Siteworks dated 6/29/15.

The original Subcontract Sum was	\$	1,012,828.00
The net change by previously authorized Change Orders	\$	74,232.00
The Subcontract Sum prior to this Change Order was	\$	1,087,060.00
The Subcontract Sum will be increased by this Change Order in the amount of	\$	30,185.00
The new Subcontract Sum including this Change Order will be	\$	1,117,245.00

The Subcontract Time will be increased by Zero (8) days.
The date of Substantial Completion as of the date of this Change Order therefore is

NOTE: This Change Order does not include changes in the ~~Contract Sum, Contract Subcontract Sum, Subcontract Time~~ or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the ~~Owner-Subcontractor~~ and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, SUBCONTRACTOR AND CONTRACTOR AND OWNER.

TUPPERWAY SITEWORKS, LLC
ARCHITECT SUBCONTRACTOR (Firm name)

125 White Fence Lane
Summerville, SC 29483
ADDRESS

BY (Signature)
Elias Tupper
(Typed name)

DATE

RESTORATION SPECIALISTS, LLC
CONTRACTOR (Firm name)

1042-A East Montague Ave.
Charleston, SC 29405
ADDRESS

BY (Signature)
Dennis Schumm
(Typed name)

August 7, 2015
DATE

OWNER (Firm name)

ADDRESS

BY (Signature)

(Typed name)

DATE

Change Order

TUPPERWAY SITEWORKS LLC

125 White Fence Lane

Summerville, South Carolina 29483

(843) 832-8801/514-4457 fax (843) 871-9021

Date: June 29, 2015 Job Name: Charles Norwood VA Garage Additional asphalt beside front canopy Job Location: Augusta, GA

We propose hereby to furnish material and labor – complete in accordance with specifications below, for the sum of: \$30,185.00

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Authorized Signature:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications below involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strike accidents or delays beyond our control. Owner is to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

We hereby submit specifications and estimates for:

- 1) Installing 555sy of asphalt 2 inches thick=\$8,325.00
- 2) Installing rock base 6 inches thick under asphalt=\$4,980.00
- 3) Hauling and demo of 555sy of asphalt including underneath existing canopy=\$5,500.00
- 4) Removal of 4 inches to 6 inches of base material that is underneath existing asphalt and storing on-site=\$1,000.00
- 5) Hauling of 120cy of dirt that is under existing base= \$1,280.00
- 6) Rough grading area to sub-grade and installing rock base= \$5,100.00
- 7) Final grade of base material to prep for asphalt includes grading underneath existing canopy= \$4,000.00
- 8)

Note : You will need to add 8 days to existing schedule to do this.

The following exclusions apply:

Does not include any SWAPP inspections.

Does not include: installing asphalt patch in the street were sewer and water cross road.

Does not include; Sewer services or water services or waste water holding tanks..

Does not include; mucking out and filling of unsuitable material below top 6".

We are not responsible for obtaining permits needed for job.

We are not responsible for moving utility lines, utility work.

Does not include; any landscaping of primary areas.

Does not include; Removal of any fuel tanks on site.

Does not include; removing any sewer or water lines.

Does not include installing blue stone, granite curb or concrete associated with it.

Does not include; any pump stations of piping associated with it.

Does not include any dewatering of site or removing contaminate soils.

Does not include; Installing any kind of decorative fence or removing of any fences.

Does not include; electrical equipment concrete pads, Bike racks, seating areas, benches, Pipe bollards.

Does not include; removing or installing any electrical, telephone, or fiber optic lines.

Muck and fill price= \$25.00 cuyd

57 stone fill=\$60.00 cuyd

Price is contingent on AIA401 subcontract agreement or another subcontract agreement, mutually agreeable.

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.



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Change Order

PROJECT (Name and address):

Contract No.: VA247-12-C-0035
Charlie Norwood VAMC Parking Garage
950 15th Street
Augusta, GA 30901

CHANGE ORDER NUMBER: 002

DATE: July 30, 2015

OWNER:

ARCHITECT:

CONTRACTOR:

FIELD:

OTHER:

TO SUBCONTRACTOR (Name and address):

Watts & Associates
P.O. Box 21273
Columbia, SC 29221
(803) 309-0193

ARCHITECT'S CONTRACTOR'S PROJECT NUMBER:

1401-079200-020

SUBCONTRACT DATE: February 17, 2015

SUBCONTRACT FOR: Waterproofing

THE SUBCONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

This change order is for the following:

Caulk both sides of the tees with rated and non-rated caulking plus the 3/4 x 3/4 joint with traffic grade Silicone.

The original Subcontract Sum was	\$	71,740.00
The net change by previously authorized Change Orders	\$	316.00
The Subcontract Sum prior to this Change Order was	\$	72,056.00
The Subcontract Sum will be increased by this Change Order in the amount of	\$	14,184.00
The new Subcontract Sum including this Change Order will be	\$	86,240.00

The Subcontract Time will be increased by Zero (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is

NOTE: This Change Order does not include changes in the ~~Contract Sum, Contract Subcontract Sum, Subcontract Time or~~ Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the ~~Owner-Subcontractor~~ and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, SUBCONTRACTOR AND CONTRACTOR AND OWNER.

WATTS & ASSOCIATES

ARCHITECT SUBCONTRACTOR (Firm name)

P.O. Box 21273
Columbia, SC 29221

ADDRESS

BY (Signature)

Kip McCoy
(Typed name)

DATE

RESTORATION SPECIALISTS, LLC

CONTRACTOR (Firm name)

1042-A East Montague Ave.
Charleston, SC 29405

ADDRESS

BY (Signature)

Dennis Schumm - Executive Director
(Typed name)

DATE

OWNER (Firm name)

ADDRESS

BY (Signature)

(Typed name)

DATE

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User Notes:

(1800102967)

To: 'Dennis Schumm'
Cc: 'Jack E. ellison Sr'; mward@restspec.com
Subject: RE: Additional silicone and fire caulking

Jack the precast at the double Tee's was for \$1,460.00. Rgw 3/4 X 3/4 joint is \$12,724.00



Kip McCoy Project Manager
Watts & Associates Waterproofing LLC
803.786.4610 Office
803.309-0193 Cell
803.786.0952 Fax

From: Dennis Schumm [<mailto:dennis@restspec.com>]
Sent: Monday, June 22, 2015 4:19 PM
To: Kip McCoy
Cc: 'Jack E. ellison Sr'; mward@restspec.com
Subject: Additional silicone and fire caulking

Kip,

I received a quote from you for \$14,184.00 to caulk both sides of the tees with rated and non-rated caulking plus the 3/4 x 3/4 joint with traffic grade silicone.

Please break these 2 types and locations down into separate line items. The caulking around the precast is part of the original contract we have with the VA but the 3/4 x 3/4 is based on a recent email from the engineer and was not on the original design drawings.

We will get a change order together for you as soon as we get the breakdown.

Thanks,

Dennis Schumm
Director of Construction
Restoration Specialists, LLC



HUBZone Certified / SDVOSB Verified

1042-A East Montague Ave.
N. Charleston, SC 29405
843-277-2059 (Office)
843-200-2167 (Cell)
843-789-3135 (Fax)

Dennis Schumm

From: Jack E. ellison Sr <jack@restspec.com>
Sent: Thursday, July 30, 2015 6:59 AM
To: Dennis Schumm
Cc: Kip McCoy
Subject: FW: Additional silicone and fire caulking

These need the Change Order issued for please

Jack E. Ellison Sr.
Superintendent
Restoration Specialists, LLC



HUBZone Certified / SDVOSB Verified

1042 A East Montague Ave.
N. Charleston, SC 29405
843-277-2059 (Office Line 1)
843-718-0750 (Office Line 2)
843-200-0501 (Cell)
843-789-3135 (Fax)
jack@restspec.com (Email)

From: Kip McCoy [mailto:kip@wattswaterproofing.com]
Sent: Wednesday, July 29, 2015 5:59 PM
To: Jack Ellison <jack@restspec.com> (jack@restspec.com)
Subject: FW: Additional silicone and fire caulking

Never got a CO for this.



Kip McCoy Project Manager
Watts & Associates Waterproofing LLC
803.786.4610 Office
803.309-0193 Cell
803.786.0952 Fax

From: Kip McCoy
Sent: Wednesday, July 01, 2015 9:50 AM

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF 1 of 2 PAGES

TO OWNER:

Department of Veterans Affairs
501 Green Street, Hatcher Bldg. - Suite 201
Augusta, GA 30901

PROJECT: Parking Garage

PROJECT NO: VA247-12-C-0035

APPLICATION NO:

Distribution to:

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

PERIOD TO: **September 30, 2015**

FROM CONTRACTOR:

Restoration Specialists, LLC
1042-A East Montague Avenue
Charleston, SC 20405

VIA ARCHITECT: N/A

PROJECT NOS:

CONTRACT FOR: Charlie Norwood VA Medical Center Parking Garage

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.

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	\$	5,999,860.00
2. Net change by Change Orders	\$	2,194,168.71
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	8,194,028.71
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	8,108,406.88
5. RETAINAGE:		
a. 0 % of Completed Work (Column D + E on G703)	\$	0.00
b. 0 % of Stored Material (Column F on G703)	\$	\$0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	8,108,406.88
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	\$7,874,195.12
8. CURRENT PAYMENT DUE	\$	234,211.76
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	85,621.83

CONTRACTOR: **Restoration Specialists, LLC**



By: _____ Date: **9/30/2015**

State of: South Carolina County of: **Charleston**
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.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$2,194,168.71	
Total approved this Month	\$0.00	
TOTALS	\$2,194,168.71	
NET CHANGES by Change Order	\$2,194,168.71	

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

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

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ELECTRONICALLY FILED - 2022 Feb 01 12:31 PM - CHARLESTON - COMMON PLEAS - CASE#2016CP1001143

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 2 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

APPLICATION NO:

Contractor's signed certification is attached.

APPLICATION DATE: September 30, 2015

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

PERIOD TO: September 30, 2015

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

ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
	General Conditions	\$591,297.83	\$583,734.00	\$5,000.00	\$0.00	\$588,734.00	99.57%	\$2,563.83	\$0.00
	Payment & Performance Bond	\$61,999.00	\$61,999.00	\$0.00	\$0.00	\$61,999.00	100.00%	\$0.00	\$0.00
	Engineering & Design	\$815,000.00	\$815,000.00	\$0.00	\$0.00	\$815,000.00	100.00%	\$0.00	\$0.00
	Mobilization	\$81,500.00	\$81,500.00	\$0.00	\$0.00	\$81,500.00	100.00%	\$0.00	\$0.00
	Silt Fencing / Erosion Control	\$20,000.00	\$20,000.00	\$0.00	\$0.00	\$20,000.00	100.00%	\$0.00	\$0.00
	Site Demolition	\$122,000.00	\$122,000.00	\$0.00	\$0.00	\$122,000.00	100.00%	\$0.00	\$0.00
	Storm Drainage	\$200,000.00	\$200,000.00	\$0.00	\$0.00	\$200,000.00	100.00%	\$0.00	\$0.00
	Water & Sewer	\$99,159.00	\$99,159.00	\$0.00	\$0.00	\$99,159.00	100.00%	\$0.00	\$0.00
	Rough Grading	\$106,000.00	\$106,000.00	\$0.00	\$0.00	\$106,000.00	100.00%	\$0.00	\$0.00
	Aggregate Base	\$66,000.00	\$65,250.00	\$750.00	\$0.00	\$66,000.00	100.00%	\$0.00	\$0.00
	Concrete Curbing	\$31,000.00	\$31,000.00	\$0.00	\$0.00	\$31,000.00	100.00%	\$0.00	\$0.00
	Asphalt Paving	\$79,000.00	\$78,000.00	\$1,000.00	\$0.00	\$79,000.00	100.00%	\$0.00	\$0.00
	Seal Coating	\$4,000.00	\$4,000.00	\$0.00	\$0.00	\$4,000.00	100.00%	\$0.00	\$0.00
	Line Striping (Site Parking)	\$15,000.00	\$7,500.00	\$7,500.00	\$0.00	\$15,000.00	100.00%	\$0.00	\$0.00
	Line Striping (Garage Interior)	\$16,125.00	\$16,125.00	\$0.00	\$0.00	\$16,125.00	100.00%	\$0.00	\$0.00
	Chainlink Fence & Gates	\$21,000.00	\$21,000.00	\$0.00	\$0.00	\$21,000.00	100.00%	\$0.00	\$0.00
	Sodding	\$3,500.00	\$3,000.00	\$500.00	\$0.00	\$3,500.00	100.00%	\$0.00	\$0.00
	Auger Cast Piles	\$493,500.00	\$493,500.00	\$0.00	\$0.00	\$493,500.00	100.00%	\$0.00	\$0.00
	Pile Caps & Grade Beams	\$345,500.00	\$345,500.00	\$0.00	\$0.00	\$345,500.00	100.00%	\$0.00	\$0.00
	4" Slab on Grade / Topping Slabs	\$401,000.00	\$401,000.00	\$0.00	\$0.00	\$401,000.00	100.00%	\$0.00	\$0.00
	Concrete Sidewalks	\$35,000.00	\$35,000.00	\$0.00	\$0.00	\$35,000.00	100.00%	\$0.00	\$0.00
	Precast Material & Erection	\$2,277,000.00	\$2,255,149.99	\$21,850.01	\$0.00	\$2,277,000.00	100.00%	\$0.00	\$0.00
	Masonry	\$19,189.00	\$17,500.00	\$1,689.00	\$0.00	\$19,189.00	100.00%	\$0.00	\$0.00
	Handrails, Pipe Bollards, Miscellaneous Steel	\$106,416.00	\$106,416.00	\$0.00	\$0.00	\$106,416.00	100.00%	\$0.00	\$0.00
	Below Grade Waterproofing	\$36,000.00	\$36,000.00	\$0.00	\$0.00	\$36,000.00	100.00%	\$0.00	\$0.00
	Joint Sealants (S.O.G.)	\$7,500.00	\$7,500.00	\$0.00	\$0.00	\$7,500.00	100.00%	\$0.00	\$0.00
	Joint Sealants (Precast & Vertical Joints)	\$80,000.00	\$80,000.00	\$0.00	\$0.00	\$80,000.00	100.00%	\$0.00	\$0.00
	Roofing at Stair Towers	\$19,000.00	\$19,000.00	\$0.00	\$0.00	\$19,000.00	100.00%	\$0.00	\$0.00
	HM Doors / Frames / Hardware	\$15,000.00	\$15,000.00	\$0.00	\$0.00	\$15,000.00	100.00%	\$0.00	\$0.00
	Aluminum Storefront Frames & Glass	\$32,000.00	\$32,000.00	\$0.00	\$0.00	\$32,000.00	100.00%	\$0.00	\$0.00
	Louvers	\$1,600.00	\$1,600.00	\$0.00	\$0.00	\$1,600.00	100.00%	\$0.00	\$0.00
	Acoustical Ceilings (Security Office)	\$2,000.00	\$2,000.00	\$0.00	\$0.00	\$2,000.00	100.00%	\$0.00	\$0.00
	Louvers	\$2,305.00	\$2,075.00	\$230.00	\$0.00	\$2,305.00	100.00%	\$0.00	\$0.00
	Painting	\$15,980.00	\$12,000.00	\$3,980.00	\$0.00	\$15,980.00	100.00%	\$0.00	\$0.00

ELECTRONICALLY FILED - 2022 Feb 01 12:31 PM - CHARLESTON - COMMON PLEAS - CASE#2016CP1001149

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 2 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

APPLICATION NO:

Contractor's signed certification is attached.

APPLICATION DATE: September 30, 2015

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

PERIOD TO: September 30, 2015

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

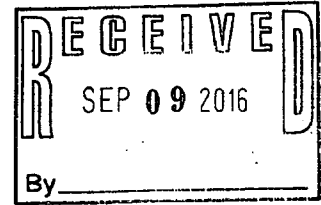
ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
	Signage	\$81,000.00	\$52,000.00	\$25,000.00	\$0.00	\$77,000.00	95.06%	\$4,000.00	\$0.00
	Fire Extinguishers	\$2,541.00	\$2,541.00	\$0.00	\$0.00	\$2,541.00	100.00%	\$0.00	\$0.00
	Prefabricated Canopies	\$132,951.00	\$132,951.00	\$0.00	\$0.00	\$132,951.00	100.00%	\$0.00	\$0.00
	Parking Control Equipment / Decorative Gate	\$14,748.00	\$12,500.00	\$0.00	\$0.00	\$12,500.00	84.76%	\$2,248.00	\$0.00
	Wheel Stops	\$5,350.00	\$4,500.00	\$850.00	\$0.00	\$5,350.00	100.00%	\$0.00	\$0.00
	Elevators	\$255,310.00	\$116,000.00	\$62,500.00	\$0.00	\$178,500.00	69.92%	\$76,810.00	\$0.00
	Deck Storm Drainage	\$229,179.00	\$229,179.00	\$0.00	\$0.00	\$229,179.00	100.00%	\$0.00	\$0.00
	HVAC (Security Office & Elevator Equipment Room)	\$11,402.00	\$11,402.00	\$0.00	\$0.00	\$11,402.00	100.00%	\$0.00	\$0.00
	Electrical / Security / Parking Management	\$414,842.00	\$350,000.00	\$64,842.00	\$0.00	\$414,842.00	100.00%	\$0.00	\$0.00
	MOD # 1 - Temporary Parking Lot	\$670,968.44	\$668,468.44	\$2,500.00	\$0.00	\$670,968.44	100.00%	\$0.00	\$0.00
	MOD # 2 - Design Cost Increases (Disbursed into Schedule of Values)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	100.00%	\$0.00	\$0.00
	MOD # 3 - Design Cost Increases (Disbursed into Schedule of Values)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	100.00%	\$0.00	\$0.00
	MOD # 4 - Temporary Lot (Debris Handling & Testing)	\$20,377.50	\$20,377.50	\$0.00	\$0.00	\$20,377.50	100.00%	\$0.00	\$0.00
	MOD # 5 - Garage Site Testing	\$78,037.75	\$75,742.00	\$2,295.75	\$0.00	\$78,037.75	100.00%	\$0.00	\$0.00
	MOD # 6 - Gas Line Relocation	\$20,542.50	\$20,542.50	\$0.00	\$0.00	\$20,542.50	100.00%	\$0.00	\$0.00
	MOD # 7 - No Cost Time Extension	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	100.00%	\$0.00	\$0.00
	MOD # 8 - Concrete Removal	\$1,483.69	\$1,483.69	\$0.00	\$0.00	\$1,483.69	100.00%	\$0.00	\$0.00
	MOD # 9 - No Cost Canopy Change	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	100.00%	\$0.00	\$0.00
	MOD # 10 - Additional Paving, Striping and Fence Relocation	\$33,725.00	\$0.00	\$33,725.00	\$0.00	\$33,725.00	100.00%	\$0.00	\$0.00
	NOD # 11 - No Cost Elevator Warranty	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	100.00%	\$0.00	\$0.00
	GRAND TOTALS	\$8,194,028.71	\$7,874,195.12	\$234,211.76	\$0.00	\$8,108,406.88	98.96%	\$85,621.83	\$0.00

ELECTRONICALLY FILED - 2022 Feb 04 12:31 PM - CHARLESTON - COMMON PLEAS - CASE#2016CF1001143

Law Office of A. Bright Ariail, LLC

September 7, 2016



VIA EMAIL AND US MAIL

The Honorable Mikell R. Scarborough
Charleston County Judicial Center
100 Broad Street, Suite 266
Charleston, SC 29401

Re: **Palmetto Construction Group, LLC v. Restoration Specialists, LLC et al.**
Civil Action 2016-CP-10-1143

FILED
2016 SEP 13 PM 4:18
CLERK OF COURTS
JULIE K. ARMSTRONG

Dear Judge Scarborough:

Concerning the above referenced case, you issued a bench and formal Order on July 14, 2016 denying Defendants' Motion to Set Aside Entry of Default and Defendants' Motion to Stay and to Compel Arbitration as well as finding as adjudicated the Plaintiff's Motion to Stay and Compel. You further ordered a damages hearing which is set for October 4, 2016 at 2:00 pm. Both Defendants' and Plaintiffⁱ have outstanding Motions for Reconsideration and/or to Alter or Amend the Court's Order as stated above. Both of these Motions have been scheduled to be heard on October 11, 2016. Inasmuch as these motions will affect the case status and directly impact the arbitration rights of all parties concerned, I would respectfully request that they be scheduled to be heard on a date prior to the damages hearing.

Thank you in advance for your consideration in this matter.

With kindest regards, I am

Sincerely yours,

A. Bright Ariail

cc: All Counsel (via email only)

ⁱ Defendants' Notice of Motion and Motion to Reconsider and to Alter or Amend Pursuant to SCRPC 59(e) and Applicable Case Law filed July 27, 2016.

ⁱⁱ Palmetto Construction Group's Motion to Alter or Amend filed July 29, 2016.

bright@brightariailaw.com

125E Wappoo Creek Drive
Suite 202
Charleston, SC 29412
485

843/814-8805

Bright Ariail

From: Laura Dukes Beck <LBeck@charlestoncounty.org>
Sent: Monday, September 12, 2016 2:02 PM
To: Bright Ariail; Angela Gross; 'Michelle Endemann'; Andrew K. Epting
Cc: Barnwell Fishburne
Subject: RE: Palmetto Construction Group v Restoration Specialists 16-1143

After further consideration, the Judge has decided to leave the hearings in the order that they were originally scheduled, with the Damages hearing to be held prior to the Motions to Alter or Amend. The previously sent roster publication emails and the published rosters have the date and time, or email me if you need more information.

Thank you,

Laura

Laura Dukes Beck, Esq.
Scheduling and Roster Clerk
Charleston County Master-In-Equity's Office
100 Broad Street, Suite 266
Charleston, SC 29401
Tel: (843) 958-5075
Fax: (843) 958-5077
lbeck@charlestoncounty.org

From: Bright Ariail [mailto:bright@BRIGHTARIAILLAW.COM]
Sent: Wednesday, September 07, 2016 11:55 AM
To: Laura Dukes Beck; Angela Gross; 'Michelle Endemann'; Andrew K. Epting
Cc: Barnwell Fishburne
Subject: RE: Palmetto Construction Group v Restoration Specialists 16-1143

Thanks. Yes, that is acceptable to the Defendants.

VR, Bright Ariail

Law Office of A. Bright Ariail, LLC
125E Wappoo Creek Drive
Suite 202
Charleston, SC 29412

bright@brightariailaw.com
843/814-8805

CONFIDENTIALITY NOTICE

This electronic mail transmission may contain information belonging to the sender which is confidential and legally privileged. This information is intended only for the use of the individual or entity to whom it is addressed. If you are not the intended recipient, any disclosure, copying, distribution, or action taken in reliance on the contents of the information contained in this transmission is strictly prohibited. If you have received this transmission in error, please immediately delete this email and notify me by return email or by telephone at 843/814-8805.

From: Laura Dukes Beck [mailto:LBeck@charlestoncounty.org]
Sent: Wednesday, September 7, 2016 11:52 AM
To: Angela Gross <agg@epting-law.com>; 'Michelle Endemann' <mne@epting-law.com>; Andrew K. Epting <ake@epting-law.com>; Bright Ariail <bright@BRIGHTARIAILLAW.COM>

Cc: Barnwell Fishburne <Fishburne@charlestoncounty.org>

Subject: Palmetto Construction Group v Restoration Specialists 16-1143

Counsel,

We currently have a Damages hearing set by the Judge from the bench scheduled prior to the Motions to Alter and Amend. The Judge would like to flip these on our roster so that the Motions are heard on October 4th at 2:00 and then if needed, the Damages hearing will be held on October 11 at 2:00.

Please let me know if this plan is acceptable.

Thank you,

Laura

Laura Dukés Beck, Esq.
Scheduling and Roster Clerk
Charleston County Master-In-Equity's Office
100 Broad Street, Suite 266
Charleston, SC 29401
Tel: (843) 958-5075
Fax: (843) 958-5077
lbeck@charlestoncounty.org

Law Office of A. Bright Ariail, LLC

September 20, 2016

The Honorable Julie J. Armstrong
Charleston County Clerk of Court
100 Broad Street, Suite 106
Charleston, SC 29401-2258

FILED
2016 SEP 22 PM 2:29
JULIE J. ARMSTRONG
CLERK OF COURT

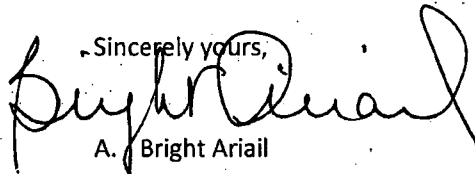
RE: Palmetto Construction Group v. Restoration Specialists, LLC *et al.*
C/A No. 2016-CP-10-1143

Dear Julie;

Enclosed, please find two copies of various email records with attachments for filing in the above referenced action which are related to Defendants' request that two outstanding motions be heard by the Court prior to the damages hearing set for October 4, 2016 at 2:00 p.m.; specifically, Defendants' Notice of Motion and Motion to Reconsider and to Alter or Amend Pursuant to SCRPC 59(e) and Applicable Case Law filed July 27, 2016 and Plaintiff's Motion to Alter or Amend filed July 29, 2016. Please return one clocked copy to me in the enclosed SASE. Thank you for your assistance.

With kindest regards, I am

Sincerely yours,



A. Bright Ariail

Enclosures

cc: Andrew Epting, Esquire
Michelle Endemann, Esquire

bright@brightariaillaw.com

125E Wappoo Creek Drive
Suite 202
Charleston, SC 29412

843/814-8805

486

Bright Ariail

From: Bright Ariail
Sent: Wednesday, September 7, 2016 10:43 AM
To: master@charlestoncounty.org
Cc: Andrew K. Epting; Michelle Endemann
Subject: Palmetto Constr. Group, LLC v. Restoration Specialists, LLC et al., 2016-CP-10-1143
Attachments: Ltr Scarborough Motions Hearing.pdf

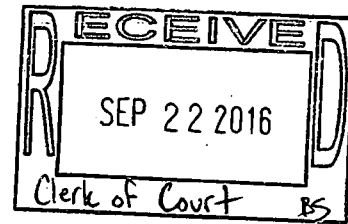
Judge Scarborough,

Please see my letter attached. Thanks for your consideration.

VR, Bright Ariail

Law Office of A. Bright Ariail, LLC
125E Wappoo Creek Drive
Suite 202
Charleston, SC 29412

bright@brightariailaw.com
843/814-8805



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Bright Ariail

From: Bright Ariail
Sent: Wednesday, September 7, 2016 11:55 AM
To: Laura Dukes Beck; Angela Gross; 'Michelle Endemann'; Andrew K. Epting
Cc: Barnwell Fishburne
Subject: RE: Palmetto Construction Group v Restoration Specialists 16-1143

Thanks. Yes, that is acceptable to the Defendants.

VR, Bright Ariail

Law Office of A. Bright Ariail, LLC
125E Wappoo Creek Drive
Suite 202
Charleston, SC 29412

bright@brightariailaw.com
843/814-8805

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Sent: Wednesday, September 7, 2016 11:52 AM
To: Angela Gross <agg@epting-law.com>; 'Michelle Endemann' <mne@epting-law.com>; Andrew K. Epting <ake@epting-law.com>; Bright Ariail <bright@BRIGHTARIAILLAW.COM>
Cc: Barnwell Fishburne <JFishburne@charlestoncounty.org>
Subject: Palmetto Construction Group v Restoration Specialists 16-1143

Counsel,

We currently have a Damages hearing set by the Judge from the bench scheduled prior to the Motions to Alter and Amend. The Judge would like to flip these on our roster so that the Motions are heard on October 4th at 2:00 and then if needed, the Damages hearing will be held on October 11 at 2:00.

Please let me know if this plan is acceptable.

Thank you,
Laura

Laura Dukes Beck, Esq.
Scheduling and Roster Clerk
Charleston County Master-In-Equity's Office
100 Broad Street, Suite 266
Charleston, SC 29401
Tel: (843) 958-5075
Fax: (843) 958-5077
lbeck@charlestoncounty.org

Bright Ariail

From: Michelle Endemann <mne@epting-law.com>
Sent: Wednesday, September 7, 2016 12:45 PM
To: Laura Dukes Beck; Angela Gross; Andrew K. Epting; Bright Ariail
Cc: Barnwell Fishburne
Subject: RE: Palmetto Construction Group v Restoration Specialists 16-1143

Hello Laura,

Plaintiffs would prefer that the hearings go forward as originally scheduled. This way, all rulings can be reconsidered/appealed, if necessary, at one time rather than piecemeal. We will, of course, defer to the Judge's preference.

Best,

Michelle Endemann

From: Laura Dukes Beck [mailto:LBeck@charlestoncounty.org]
Sent: Wednesday, September 07, 2016 11:52 AM
To: Angela Gross <agg@epting-law.com>; Michelle Endemann <mne@epting-law.com>; Andrew K. Epting <ake@epting-law.com>; bright@brightariailaw.com
Cc: Barnwell Fishburne <JFishburne@charlestoncounty.org>
Subject: Palmetto Construction Group v Restoration Specialists 16-1143

Counsel,

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Thank you,

Laura

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Scheduling and Roster Clerk
Charleston County Master-In-Equity's Office
100 Broad Street, Suite 266
Charleston, SC 29401
Tel: (843) 958-5075
Fax: (843) 958-5077
lbeck@charlestoncounty.org

Bright Ariail

From: Laura Dukes Beck <LBeck@charlestoncounty.org>
Sent: Monday, September 12, 2016 2:02 PM
To: Bright Ariail; Angela Gross; 'Michelle Endemann'; Andrew K. Epting
Cc: Barnwell Fishburne
Subject: RE: Palmetto Construction Group v Restoration Specialists 16-1143

After further consideration, the Judge has decided to leave the hearings in the order that they were originally scheduled, with the Damages hearing to be held prior to the Motions to Alter or Amend. The previously sent roster publication emails and the published rosters have the date and time, or email me if you need more information.

Thank you,

Laura

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From: Bright Ariail [mailto:bright@BRIGHTARIAILLAW.COM]
Sent: Wednesday, September 07, 2016 11:55 AM
To: Laura Dukes Beck; Angela Gross; 'Michelle Endemann'; Andrew K. Epting
Cc: Barnwell Fishburne
Subject: RE: Palmetto Construction Group v Restoration Specialists 16-1143

Thanks. Yes, that is acceptable to the Defendants.

VR, Bright Ariail

Law Office of A. Bright Ariail, LLC
125E Wappoo Creek Drive
Suite 202
Charleston, SC 29412

bright@brightariailaw.com
843/814-8805

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Sent: Wednesday, September 7, 2016 11:52 AM
To: Angela Gross <agg@epting-law.com>; 'Michelle Endemann' <mne@epting-law.com>; Andrew K. Epting <ake@epting-law.com>; Bright Ariail <bright@BRIGHTARIAILLAW.COM>

Cc: Barnwell Fishburne <Fishburne@charlestoncounty.org>

Subject: Palmetto Construction Group v Restoration Specialists 16-1143

Counsel,

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Please let me know if this plan is acceptable.

Thank you,

Laura

Laura Dukés Beck, Esq.

Scheduling and Roster Clerk

Charleston County Master-In-Equity's Office

100 Broad Street, Suite 266

Charleston, SC 29401

Tel: (843) 958-5075

Fax: (843) 958-5077

lbeck@charlestoncounty.org

Law Office of A. Bright Ariail, LLC

September 7, 2016

VIA EMAIL AND US MAIL

The Honorable Mikell R. Scarborough
Charleston County Judicial Center
100 Broad Street, Suite 266
Charleston, SC 29401

Re: **Palmetto Construction Group, LLC v. Restoration Specialists, LLC et al.**
Civil Action 2016-CP-10-1143

Dear Judge Scarborough:

Concerning the above referenced case, you issued a bench and formal Order on July 14, 2016 denying Defendants' Motion to Set Aside Entry of Default and Defendants' Motion to Stay and to Compel Arbitration as well as finding as adjudicated the Plaintiff's Motion to Stay and Compel. You further ordered a damages hearing which is set for October 4, 2016 at 2:00 pm. Both Defendants and Plaintiff have outstanding Motions for Reconsideration and/or to Alter or Amend the Court's Order as stated above. Both of these Motions have been scheduled to be heard on October 11, 2016. Inasmuch as these motions will affect the case status and directly impact the arbitration rights of all parties concerned, I would respectfully request that they be scheduled to be heard on a date prior to the damages hearing.

Thank you in advance for your consideration in this matter.

With kindest regards, I am

Sincerely yours,

A. Bright Ariail

cc: All Counsel (via email only)

Defendants' Notice of Motion and Motion to Reconsider and to Alter or Amend Pursuant to SCRCP 59(e) and Applicable Case Law filed July 27, 2016.

Palmetto Construction Group's Motion to Alter or Amend filed July 29, 2016.

bright@brightariailaw.com

125E Wappoo Creek Drive
Suite 202
Charleston, SC 29412

843/814-8805

Law Office of A. Bright Ariail, LLC

February 22, 2022

VIA EMAIL AND E-FILING

The Honorable Mikell R. Scarborough
Attn: Lillian P. Wilkerson, Esq.
Charleston County Judicial Center
100 Broad Street, Suite 266
Charleston, SC 29401

Re: ***Palmetto Construction Group, LLC v. Restoration Specialists, LLC et al.***
Civil Action 2016-CP-10-1143

Dear Judge Scarborough:

Pursuant to an email dated February 15, 2022 from Lillian P. Wilkerson, Esq., Judicial Law Clerk for the Charleston County Master In Equity, I was instructed to submit any comments or objections on behalf of the Defendants to the proposed order (“Proposed Order”) filed by counsel for Plaintiff on February 15, 2022 related to the above captioned matter. Also by that email, those comments and objections were requested to be submitted by February 22, 2022. Accordingly, please find comments and objections below:

1. Defendants Restoration Specialists, LLC, Reuben Mark Ward, and Lynette Pennington Ward (“Defendants”) hereby expressly preserve any and all objections to information, cited documents, statements, findings, conclusions, rulings, summaries, awards and judgments contained within the proposed order filed by Plaintiff with the Charleston County Clerk of Court on February 16, 2022 and contained within any order or judgment ultimately issued by this Court which may be addressed in post-trial motions by Defendants pursuant to the South Carolina Rules of Civil Procedure and/or the South Carolina Rules of Evidence, after receipt of written notice of any order or entry of judgment issued by the Court. These preserved objections, include, but are not limited to, those related to evidentiary issues as well as substantive and procedural objections to proposed findings of fact, conclusions of law, calculations, determinations and awards of damages (including categories, amounts of each, and entry of judgments in connection therewith) and judgments.
2. Defendants also expressly object to any and all citations, references, findings, conclusions and rulings contained in the proposed order filed by Plaintiff with the Charleston County Clerk of Court on February 16, 2022 related to documents contained within Plaintiff’s

binder of documents, and the documents contained therein and any and all references or testimony related to those documents. Defendants also expressly preserve these objections for post-trial motions and/or any motion for reconsideration of Defendant's Motion to Exclude and Strike filed on even date herewith.

3. Defendants also expressly object to any and all "TABS" and documents proposed to be included and/or cited in the Proposed Order including, but not limited to, citations to "tabbed documents" that are found throughout the Proposed Order. See Defendants' Motion to Exclude and/or Strike filed on February 22, 2022. Defendants also expressly preserve these objections for post-trial motions and/or any motion for reconsideration of Defendants' Motion to Exclude and Strike.
4. Subject to Comments 1, 2, and 3 above, specific comments and objections to the Proposed Order made at this time and submitted for your review are as follows:

Section I. Motion to Dismiss

- a. Page 1 - The first sentence of paragraph one indicates that the Defendants ". . . moved for a dismissal of this action on January 21, 2021. . ." This date is incorrect. Defendants Motion to Dismiss was filed on April 21, 2021.
- b. Page 1 - The first sentence includes Footnote 1. Footnote 1 indicates that "[t]he Court assumes, without deciding, that this motion was properly brought. . .". Defendants request that the court decide this issue and find that the motion was timely and properly brought as a question of subject matter jurisdiction.
- c. Page 1 - In the third sentence, delete the word "defunct".
- d. Page 2 - In the sentence continuing from page 1, (at line 2 on Page 2) correct the reference to the date of the filing of the Articles of Correction by Palmetto to December 8, 2021.
- e. Page 2 - In the second paragraph of this section, in the next to the last sentence, correct the reference to the date of the filing of the Articles of Correction by Palmetto to December 8, 2021.

Section II. Damages and Judgment

- f. Page 3 - In the first full paragraph on that page, Defendants object to the three references to "evidence" and/or "documentary evidence". See Defendants' Motion to Exclude and Strike filed February 22, 2022 and Defendants' Comments 1, 2, and 3 herein.

Subparagraph A. Background

- g. Page 3 – Defendants object to Footnote 3. *See* Defendants’ Motion to Exclude and Strike filed February 22, 2022 and Defendants’ Comments 1, 2, and 3 herein.
- h. Page 4 – In the first sentence of the first full paragraph, correct the reference to the date that Palmetto filed suit against Restoration to March 7, 2016.

Subparagraph D. Indemnity from Claims by the Surety

- i. Page 7 – In the first sentence of the second paragraph, Defendants object to the statement that “Plaintiff introduced into the record”. *See* Defendants’ Motion to Exclude and Strike filed February 22, 2022 and Defendants’ Comments 1, 2, and 3 herein.

Subparagraph E. Lost Profits

- j. Page 7 and 8 – Defendants object to this paragraph in its entirety and request that it be replaced with the following:

Palmetto requests \$250,000.00 in lost profits related to other work (other than the VA Hospital Project) that it claims it was not able to perform as a consequence of its dispute with the Defendants in this action.

The Court finds that Plaintiff’s claimed lost profits were not pled in Plaintiff’s Complain as a substantive matter nor as special damages or otherwise.

The Court further finds that: Plaintiff’s claimed lost profits (a) were not a natural consequence of the breach of the subcontract, (b) are conjectural, speculative and cannot be established with reasonable certainty, and (c) are not founded on facts from which a reasonably accurate conclusion regarding the cause and the amount of the loss can logically and rationally be drawn.

Based on the above findings, the Court finds and concludes that Plaintiff has failed to establish a claim for lost profits and is not entitled to an award for such damages. Accordingly, the Court denies Plaintiff’s request for lost profits and declines to award or enter a judgment for lost profits in favor of Plaintiffs in this action.

Subparagraph F. Consequential Legal Costs

- k. Page 8 - Defendants object to this paragraph in its entirety and request that it be replaced with the following:

Palmetto requested \$29,564.91 in attorneys' fees and costs related to other matters.

The Court finds that Plaintiff's claimed attorneys' fees and costs were not pled in Plaintiff's Complaint as a substantive matter nor as special/consequential damages or otherwise.

The Court further finds that: Plaintiff's claimed attorneys fees and costs (a) were not a natural consequence of the breach of the subcontract, (b) are conjectural, speculative and cannot be established with reasonable certainty, and (c) are not founded on facts from which a reasonably accurate conclusion regarding the cause and the amount of the loss can logically and rationally be drawn.

Based on the above findings, the Court finds and concludes that Plaintiff has failed to establish a claim for attorneys' fees and costs and is not entitled to an award for such damages. Accordingly, the Court denies Plaintiff's request for attorneys' fees and costs and declines to award or enter a judgment for attorneys' fees and costs in favor of Plaintiffs in this action.

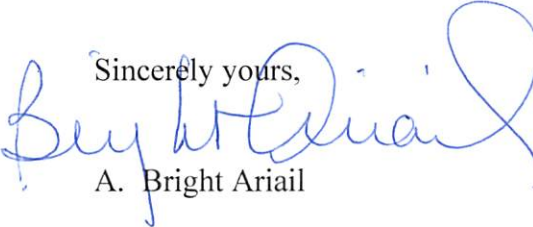
Subparagraph G. Interest

- l. Page 8 – In the second sentence of the first paragraph, Defendants object to the reference to the “date of the original damages hearing” and request that it be modified to read: “date that the damages hearing was first docketed”.
- m. Page 8 – Footnote 5: Defendants object to footnote 5 as written and request that it be modified to read: “The damages hearing docketed for October 4, 2016 was not held insomuch as Defendants had previously filed a Notice of Appeal. Ultimately, Defendants' appeal was remitted to this Court on April 26, 2021.”
- n. Page 8 and 9 – The last sentence on Page 8 which continues to Page 9 includes another reference to the “original damages hearing” at the top of Page 9. Defendants object to the reference to the “date of the original damages hearing” and request that it be modified to read: “date that the damages hearing was first docketed”.
- o. Page 9 – The second sentence of the first full paragraph includes another reference to the “original damages hearing”. Defendants object to the reference to the “date of the original damages hearing” and request that it be modified to read: “date that the damages hearing was first docketed”.

Defendants also expressly preserve the above objections/comments for post-trial motions and/or any motion for reconsideration of the Motion to Exclude and Strike pursuant to the South Carolina Rules of Civil Procedure and/or South Carolina Rules of Evidence.

Thank you in advance for your consideration in this matter.

With kindest regards, I am

Sincerely yours,

A. Bright Ariail

cc: Jann Rannik, Esq. (via email only)

CERTIFIED TO BE A TRUE AND CORRECT COPY
AS TAKEN FROM AND COMPARED WITH THE
ORIGINAL ON FILE IN THIS OFFICE

Filing ID: 190322-1416377

Filing Date: 03/22/2019

Nov 02 2021
REFERENCE ID: 901434

**STATE OF SOUTH CAROLINA
SECRETARY OF STATE**

**ARTICLES OF TERMINATION
LIMITED LIABILITY COMPANY - DOMESTIC**


SECRETARY OF STATE OF SOUTH CAROLINA

The following limited liability company, having dissolved and completed its winding up, terminates its existence by filing these articles of termination in accordance with the 1976 S.C. Code of Laws, as amended, Section 33-44-805:

1. The name of the limited liability company is:

PALMETTO CONSTRUCTION GROUP, LLC

2. The date the articles of organization were filed is 10/30/2000.

3. The date of the dissolution of this limited liability company was 02/22/2019.

4. Has the company wound up its business and terminated its legal existence? Yes

5. Unless otherwise specified, these articles are effective when endorsed for filing by the Secretary of State. Specify the date of any delayed effective date: 03/22/2019
(Date)

Signed as Filer: joann eaddy

(Signature)

JoAnn Eaddy

(Print Name)

03/22/2019

(Date)

Capacity/Position of Person Signing (You must check one box.)

Manager Member Organizer

Fiduciary Attorney-in-Fact

ELECTRONICALLY FILED - 2022 Jan 27 2:02 PM - CHARLESTON - COMMON PLEAS - CASE#2016CP1001143

TEAMING AGREEMENT

This Agreement is made and entered into as of the 28th day of November, 2011, by and between Restoration Specialists, LLC, a Georgia limited liability company (hereinafter called "RS"), and Palmetto Construction Group, LLC, a South Carolina limited liability company (hereinafter called "PCG"), each a "Party" and together the "Parties", for the purpose of submitting a proposal for Solicitation Number VA-247-11-RP-0211 (hereinafter the "Services") to Department of Veteran Affairs (the "Customer") for the New SCIU Hospital Parking Deck Minor Project: 509-325 project (the "Project"). *RS, cage code 5GXE1, is a "Verified" Service Disabled Veteran Owned Small Business and PCG, cage code 3P1G3, is a "Certified" Small Business. RS and PCG have a successful teaming record on previous contracts such as: FA4418-11-R-0017-0004*

ARTICLE 1 SUBMISSION OF PROPOSAL

RS and PCG shall each undertake to accomplish certain tasks in connection with the preparation of a proposal to be submitted to the Customer for the Project (the "Proposal"). The Proposal will identify RS as the prime contractor and PCG as the subcontractor that will perform the Services. The Proposal will be developed in conformance with the delineation of respective areas of responsibility and contract share set forth in Exhibit A. Both Parties have the right to determine the contents of the Proposal to the Customer as it relates to that Party. RS will be responsible for preparing the final copies of all Proposal documents and submitting the Proposal to the Customer.

ARTICLE 2 PERFORMANCE OF CONTRACTS

If RS is selected as the prime contractor as a result of the Proposal, RS and PCG will provide assistance and support to each other in the joint negotiation of the terms and conditions of the prime contract with Customer so as to obtain terms and conditions which are mutually agreeable to RS and PCG. Additionally, RS and PCG shall enter into a contractual arrangement between themselves on mutually acceptable terms and conditions. The Parties will endeavor to incorporate terms consistent with the Scope of Work substantially in accord with the provisions of Exhibit A and Exhibit B, Standard Subcontract Terms and Conditions, as may be modified subject to the terms and conditions described in the prime contract.

ARTICLE 3 EXCLUSIVE AGREEMENT

When mutually agreed to for a specific Project, to preserve the interests of the Parties hereto in the competition for such Project only, RS and PCG shall work exclusively with each other with respect to its area of responsibility and share of the contract in a proposal for the Project. RS and PCG acknowledge that it may be necessary to utilize other subcontractors on the team as may be mutually agreed.

ARTICLE 4 SCOPE OF AGREEMENT

This Agreement shall relate only to the solicitation specified herein, and nothing herein shall be deemed to:

- (a) Confer any right or impose any obligation or restriction on either Party with respect to any other efforts or marketing activity at any time undertaken by either Party hereto, jointly or separately; or
- (b) Preclude either Party hereto from soliciting or accepting any prime contract or subcontract from any third Party (or subcontractor of any tier) under any other solicitation during or after termination of this Agreement; or
- (c) Limit the rights of either Party to promote, market, sell, lease, license or otherwise dispose of its standard products or services, except where such would conflict with the obligations of the Party under this Agreement.

ARTICLE 5 RELATIONSHIP

Nothing in this Agreement shall be deemed to constitute, create, give effect to, or otherwise recognize a joint venture, partnership, or formal business entity of any kind, and the rights and obligations of the Parties shall be limited to those expressly set forth herein. Nothing herein shall be construed as providing for the sharing of profits or losses arising out of the efforts of either or both of the Parties; except as may be provided for in any resultant contractual arrangement agreed to between the Parties. The cooperation of the Parties is for the purpose of complementing their respective capabilities in pursuit and execution of the subject solicitation.

ARTICLE 6 EXCHANGE OF CONFIDENTIAL INFORMATION

During the term of this Agreement, each Party agrees to receive from the other, cost, pricing and technical information and data, hereinafter referred to as "Data", for the purpose of responding to the request for proposal for the Project from the Customer. Such Data shall consist of that needed to satisfy the requirements of Exhibit "A" and Customer's request for proposal.

For a term of five (5) years from the date of this Agreement, each Party agrees to keep in confidence and to use its best efforts to prevent the disclosure to any person or persons outside its own organization all Data (i) which is designated in writing, by appropriate stamp (or legend) by the disclosing Party, to be of a proprietary or confidential nature, (ii) which is received from the disclosing Party under this Agreement, and (iii) which pertains to proprietary or confidential data regarding the disclosing Party's costs, pricing and technological techniques, processes, inventions, and research and development; provided, however, that neither Party shall be liable for use or disclosure of any such Data if the same:

- (a) Is in the public domain at the time it is disclosed; or
- (b) Is known, as demonstrated by written documentation, to the Party receiving it at the time of disclosure; or
- (c) Is used or disclosed with the prior written approval of the other Party; or
- (d) Becomes known to the receiving Party from a source other than the disclosing Party; or
- (e) Is independently developed, separate from the activities undertaken pursuant to this Agreement; or

- (f) Is disclosed under legal compulsion provided that the disclosing Party is given a reasonable opportunity to pursue injunctive relief.

ARTICLE 7 TERMINATION

All rights and obligations of the Parties under this Agreement shall terminate on the earliest of the following:

- (a) Notice from Customer that the Project has been cancelled, or that the prime contract will not be awarded to RS or PCG;
- (b) Award to other contractors to the exclusion of RS or PCG of contracts for all or substantially all of the Project work contemplated by the proposal;
- (c) Notice from the Customer that RS or PCG is unacceptable in the role and function set forth in the proposal; however, if the Customer requests a change in the role and/or function of RS or PCG, this Agreement shall not be deemed terminated unless RS and PCG fail to agree to effect appropriate changes within the time period permitted by the Customer;
- (d) Either Party hereto may exercise an option to terminate this Agreement for its convenience. A condition enabling this right is that the Party which withdraws shall not compete for this Project either as an individual firm or in combination with any other firm;
- (e) Execution by both Parties hereto of the contractual arrangement between themselves contemplated by this Agreement, or failure of the Parties hereto to agree on the terms of the contemplated arrangement;
- (f) The failure of the Parties hereto and the Customer to reach agreement on the terms of the contemplated prime contract;
- (g) The expiration of 24 months from the effective date hereof; provided, however, if the proposal has been submitted and is under consideration by the Customer upon the expiration of such 24 month period, this Agreement shall continue to be in force until terminated pursuant to one of the foregoing conditions; and provided further that if an award is made by the Customer on the proposal at any time after the 24 month period is over, this Agreement shall be deemed to have continued in full force and effect.
- (h) Mutual agreement of the Parties.

ARTICLE 8 COSTS

Each Party shall perform its obligations hereunder at its own cost unless the Parties agree in writing to other cost sharing arrangements.

ARTICLE 9 DAMAGES

Neither Party shall be liable to the other for any indirect, special or consequential losses, whether arising in contract, tort (including negligence), or otherwise.

ARTICLE 10 ASSIGNMENT

This Agreement shall not be assigned by either Party without the prior written approval of the other Party.

ARTICLE 11 NOTICE

All notices hereunder shall be given by letter addressed, except as each may change its address pursuant hereto, as follows:

Attention: Mark Ward
Restoration Specialists, LLC
PO Box 5352
Savannah, Ga. 31414
(912) 659-4355

Attention: Jay Handegan
Palmetto Construction Group, LLC
2265 Clements Ferry Rd. Suite 204
Charleston, SC 29492
(843) 971-7156

ARTICLE 12 ENTIRE AGREEMENT

This document contains the entire agreement between the Parties and supersedes any previous understandings, commitments or agreements, oral or written, with respect to the subject matter hereof. It shall not be varied, except by an instrument in writing of subsequent date, duly executed by an authorized representative of each Party. The validity, construction, scope, and performance of this Agreement shall be governed by the laws of the State of Georgia.

RESTORATION SPECIALISTS LLC

PALMETTO CONSTRUCTION GROUP

By: [Signature]
(Authorized Signature)

By: [Signature]
(Authorized Signature)

Title: Managing Member

Title: Vice President

Date: 12/7/11

Date: 12/7/11

EXHIBIT A

AREAS OF PROJECT PARTICIPATION

This Exhibit is based on Customer's stated plans to pursue the Project. It is currently contemplated that as the Project develops from the bid phase through the final contract award phase, one or more special purpose entities may be established to bid and execute the Project. The following represents a general distribution of Project participation. As the Project develops, this Exhibit will be modified as required as detailed scope of work responsibilities and specific contractual arrangements are determined.

AREAS OF RESPONSIBILITY

RS

Restoration Specialists, LLC, a Verified SDVOSB, will serve as the Prime Contractor on this project. The role of the prime will include contract administration, subcontractor administration, material procurement, project management, scheduling, site supervision, quality control and health and safety management.

PCG

Palmetto Construction Group, LLC, a Certified Small Business, shall provide field Project Managers and Superintendents and a qualified labor force to perform the construction of the New SCIU Parking Deck.

SPS

Structured Parking Solutions, a Certified Small Business, will provide all design services including architectural, mechanical, electrical, plumbing, structural and civil engineering and environmental consulting. If requested, SPS will provide contract administration, inspection and testing services during the construction phase of the projects.

Other Sub Contractors

Pre Casters

EXHIBIT B

Standard Subcontract Terms and Conditions



AIA[®] Document A401[™] – 2007



Standard Form of Agreement Between Contractor and Subcontractor

AGREEMENT made as of the 10 day of September in the year 2014
(In words, indicate day, month and year.)

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

Restoration Specialists LLC a South Carolina Corporation
1042-A East Montague Ave.
Charleston, SC 29405

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

Palmetto Construction Group, LLC
2265 Clements Ferry Road, Suite 204
Charleston, SC 29492

The Contractor has made a contract for construction (hereinafter, the Prime Contract)
dated: March 29, 2012

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

Department of Veterans Affairs / Charlie Norwood VAMC
950 15th Street
Augusta, GA 30901

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

CHARLIE NORWOOD VAMC PARKING GARAGE
950 15th Street
August, GA 30901
Phase I – Uptown Temporary Parking Lot
Phase II – Downtown Parking Garage Sitework

The Prime Contract provides for the furnishing of labor, materials, equipment and services in connection with the construction of the Project. A copy of the Prime Contract, consisting of the Agreement Between Owner and Contractor (from which compensation amounts may be deleted) and the other Contract Documents enumerated therein, has been made available to the Subcontractor.

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

Structured Parking Solutions
21 South Tarragona Street, Suite 101

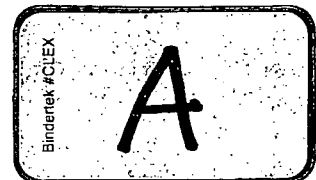
ADDITIONS AND DELETIONS:

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

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

AIA Document A201[™]-2007, General Conditions of the Contract for Construction, is adopted in this document by reference.

This document has been approved and endorsed by the Associated Specialty Contractors, Inc.



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Pensacola, FL 32502

The Contractor and the Subcontractor agree as follows.

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TABLE OF ARTICLES

1	THE SUBCONTRACT DOCUMENTS
2	MUTUAL RIGHTS AND RESPONSIBILITIES
3	CONTRACTOR
4	SUBCONTRACTOR
5	CHANGES IN THE WORK
6	MEDIATION AND BINDING DISPUTE RESOLUTION
7	TERMINATION, SUSPENSION OR ASSIGNMENT OF THE SUBCONTRACT
8	THE WORK OF THIS SUBCONTRACT
9	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
10	SUBCONTRACT SUM
11	PROGRESS PAYMENTS
12	FINAL PAYMENT
13	INSURANCE AND BONDS
14	TEMPORARY FACILITIES AND WORKING CONDITIONS
15	MISCELLANEOUS PROVISIONS
16	ENUMERATION OF SUBCONTRACT DOCUMENTS

ARTICLE 1 THE SUBCONTRACT DOCUMENTS

§ 1.1 The Subcontract Documents consist of (1) this Agreement; (2) the Prime Contract, consisting of the Agreement between the Owner and Contractor and the other Contract Documents enumerated therein; (3) Modifications issued subsequent to the execution of the Agreement between the Owner and Contractor, whether before or after the execution of this Agreement; (4) other documents listed in Article 16 of this Agreement; and (5) Modifications to this Subcontract issued after execution of this Agreement. These form the Subcontract, and are as fully a part of the Subcontract as if attached to this Agreement or repeated herein. The Subcontract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Subcontract Documents, other than Modifications issued subsequent to the execution of this Agreement, appears in Article 16.

§ 1.2 Except to the extent of a conflict with a specific term or condition contained in the Subcontract Documents, the General Conditions governing this Subcontract shall be the AIA Document A201™-2007, General Conditions of the Contract for Construction.

§ 1.3 The Subcontract may be amended or modified only by a Modification. The Subcontract Documents shall not be construed to create a contractual relationship of any kind (1) between the Architect and the Subcontractor, (2) between the Owner and the Subcontractor, or (3) between any persons or entities other than the Contractor and Subcontractor.

§ 1.4 The Contractor shall make available the Subcontract Documents to the Subcontractor prior to execution of this Agreement, and thereafter, upon request, but the Contractor may charge the Subcontractor for the reasonable cost of reproduction.

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ARTICLE 2 MUTUAL RIGHTS AND RESPONSIBILITIES

The Contractor and Subcontractor shall be mutually bound by the terms of this Agreement and, to the extent that the provisions of AIA Document A201-2007 apply to this Agreement pursuant to Section 1.2 and provisions of the Prime Contract apply to the Work of the Subcontractor, the Contractor shall assume toward the Subcontractor all obligations and responsibilities that the Owner, under such documents, assumes toward the Contractor, and the Subcontractor shall assume toward the Contractor all obligations and responsibilities which the Contractor, under such documents, assumes toward the Owner and the Architect. The Contractor shall have the benefit of all rights, remedies and redress against the Subcontractor that the Owner, under such documents, has against the Contractor, and the Subcontractor shall have the benefit of all rights, remedies and redress against the Contractor that the Contractor, under such documents, has against the Owner, insofar as applicable to this Subcontract. Where a provision of such documents is inconsistent with a provision of this Agreement, this Agreement shall govern.

ARTICLE 3 CONTRACTOR

§ 3.1 SERVICES PROVIDED BY THE CONTRACTOR

§ 3.1.1 The Contractor shall cooperate with the Subcontractor in scheduling and performing the Contractor's Work to avoid conflicts or interference in the Subcontractor's Work and shall expedite written responses to submittals made by the Subcontractor in accordance with Section 4.1 and Article 5. Promptly after execution of this Agreement, the Contractor shall provide the Subcontractor copies of the Contractor's construction schedule and schedule of submittals, together with such additional scheduling details as will enable the Subcontractor to plan and perform the Subcontractor's Work properly. The Contractor shall promptly notify the Subcontractor of subsequent changes in the construction and submittal schedules and additional scheduling details.

§ 3.1.2 The Contractor shall provide suitable areas for storage of the Subcontractor's materials and equipment during the course of the Work. Additional costs to the Subcontractor resulting from relocation of such storage areas at the direction of the Contractor, except as previously agreed upon, shall be reimbursed by the Contractor.

§ 3.1.3 Except as provided in Article 14, the Contractor's equipment will be available to the Subcontractor only at the Contractor's discretion and on mutually satisfactory terms.

§ 3.2 COMMUNICATIONS

§ 3.2.1 The Contractor shall promptly make available to the Subcontractor information, including information received from the Owner, that affects this Subcontract and that becomes available to the Contractor subsequent to execution of this Subcontract.

§ 3.2.2 The Contractor shall not give instructions or orders directly to the Subcontractor's employees or to the Subcontractor's Sub-subcontractors or material suppliers unless such persons are designated as authorized representatives of the Subcontractor.

§ 3.2.3 The Contractor shall permit the Subcontractor to request directly from the Architect information regarding the percentages of completion and the amount certified on account of Work done by the Subcontractor.

§ 3.2.4 If hazardous substances of a type of which an employer is required by law to notify its employees are being used on the site by the Contractor, a subcontractor or anyone directly or indirectly employed by them (other than the Subcontractor), the Contractor shall, prior to harmful exposure of the Subcontractor's employees to such substance, give written notice of the chemical composition thereof to the Subcontractor in sufficient detail and time to permit the Subcontractor's compliance with such laws.

§ 3.2.5 The Contractor shall furnish to the Subcontractor within 30 days after receipt of a written request, or earlier if so required by law, information necessary and relevant for the Subcontractor to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property, usually referred to as the site, on which the Project is located and the Owner's interest therein.

§ 3.2.6 If the Contractor asserts or defends a claim against the Owner that relates to the Work of the Subcontractor, the Contractor shall promptly make available to the Subcontractor all information relating to the portion of the claim that relates to the Work of the Subcontractor.

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§ 3.3 CLAIMS BY THE CONTRACTOR

§ 3.3.1 Liquidated damages for delay, if provided for in Section 9.3 of this Agreement, shall be assessed against the Subcontractor only to the extent caused by the Subcontractor or any person or entity for whose acts the Subcontractor may be liable, and in no case for delays or causes arising outside the scope of this Subcontract.

§ 3.3.2 The Contractor's claims for the costs of services or materials provided due to the Subcontractor's failure to execute the Work shall require

- .1 seven days' written notice prior to the Contractor's providing services or materials, except in an emergency; and
- .2 written compilations to the Subcontractor of services and materials provided by the Contractor and charges for such services and materials no later than the fifteenth day of the month following the Contractor's providing such services or materials.
- .3 Liquidated Damages will be assessed at \$ N/A per calendar day past the established completion date.

§ 3.4 CONTRACTOR'S REMEDIES

If the Subcontractor defaults or neglects to carry out the Work in accordance with this Agreement and fails within five working days after receipt of written notice from the Contractor to commence and continue correction of such default or neglect with diligence and promptness, the Contractor may, by appropriate Modification, and without prejudice to any other remedy the Contractor may have, make good such deficiencies and may deduct the reasonable cost thereof from the payments then or thereafter due the Subcontractor.

ARTICLE 4 SUBCONTRACTOR

§ 4.1 EXECUTION AND PROGRESS OF THE WORK

§ 4.1.1 For all Work the Subcontractor intends to subcontract, the Subcontractor shall enter into written agreements with Sub-subcontractors performing portions of the Work of this Subcontract by which the Subcontractor and the Sub-subcontractor are mutually bound, to the extent of the Work to be performed by the Sub-subcontractor, assuming toward each other all obligations and responsibilities that the Contractor and Subcontractor assume toward each other and having the benefit of all rights, remedies and redress each against the other that the Contractor and Subcontractor have by virtue of the provisions of this Agreement.

§ 4.1.2 The Subcontractor shall supervise and direct the Subcontractor's Work, and shall cooperate with the Contractor in scheduling and performing the Subcontractor's Work to avoid conflict, delay in or interference with the Work of the Contractor, other subcontractors, the Owner, or separate contractors.

§ 4.1.3 The Subcontractor shall promptly submit Shop Drawings, Product Data, Samples and similar submittals required by the Subcontract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Contractor or other subcontractors.

§ 4.1.4 The Subcontractor shall furnish to the Contractor periodic progress reports on the Work of this Subcontract as mutually agreed, including information on the status of materials and equipment that may be in the course of preparation, manufacture, or transit.

§ 4.1.5 The Subcontractor agrees that the Contractor and the Architect each have the authority to reject Work of the Subcontractor that does not conform to the Prime Contract. The Architect's decisions on matters relating to aesthetic effect shall be final and binding on the Subcontractor if consistent with the intent expressed in the Prime Contract.

§ 4.1.6 The Subcontractor shall pay for all materials, equipment and labor used in connection with the performance of this Subcontract through the period covered by previous payments received from the Contractor, and shall furnish satisfactory evidence, when requested by the Contractor, to verify compliance with the above requirements.

§ 4.1.7 The Subcontractor shall take necessary precautions to protect properly the work of other subcontractors from damage caused by operations under this Subcontract.

§ 4.1.8 The Subcontractor shall cooperate with the Contractor, other subcontractors, the Owner, and separate contractors whose work might interfere with the Subcontractor's Work. The Subcontractor shall participate in the preparation of coordinated drawings in areas of congestion, if required by the Prime Contract, specifically noting and

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advising the Contractor of potential conflicts between the Work of the Subcontractor and that of the Contractor, other subcontractors, the Owner, or separate contractors.

§ 4.2 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

§ 4.2.1 The Subcontractor shall give notices and comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on performance of the Work of this Subcontract. The Subcontractor shall secure and pay for permits, fees, licenses and inspections by government agencies necessary for proper execution and completion of the Subcontractor's Work, the furnishing of which is required of the Contractor by the Prime Contract.

§ 4.2.2 The Subcontractor shall comply with Federal, state and local tax laws, social security acts, unemployment compensation acts and workers' compensation acts insofar as applicable to the performance of this Subcontract.

§ 4.3 SAFETY PRECAUTIONS AND PROCEDURES

§ 4.3.1 The Subcontractor shall take reasonable safety precautions with respect to performance of this Subcontract, shall comply with safety measures initiated by the Contractor and with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities for the safety of persons and property in accordance with the requirements of the Prime Contract. The Subcontractor shall report to the Contractor within three days an injury to an employee or agent of the Subcontractor which occurred at the site.

§ 4.3.2 If hazardous substances of a type of which an employer is required by law to notify its employees are being used on the site by the Subcontractor, the Subcontractor's Sub-subcontractors or anyone directly or indirectly employed by them, the Subcontractor shall, prior to harmful exposure of any employees on the site to such substance, give written notice of the chemical composition thereof to the Contractor in sufficient detail and time to permit compliance with such laws by the Contractor, other subcontractors and other employers on the site.

§ 4.3.3 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a hazardous material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Subcontractor, the Subcontractor shall, upon recognizing the condition, immediately stop Work in the affected area and promptly report the condition to the Contractor in writing. When the material or substance has been rendered harmless, the Subcontractor's Work in the affected area shall resume upon written agreement of the Contractor and Subcontractor. The Subcontract Time shall be extended appropriately and the Subcontract Sum shall be increased in the amount of the Subcontractor's reasonable additional costs of demobilization, delay and remobilization, which adjustments shall be accomplished as provided in Article 5 of this Agreement.

§ 4.3.4 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Subcontractor, the Subcontractor's Sub-subcontractors, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 4.3.3 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

§ 4.3.5 The Subcontractor shall indemnify the Contractor for the cost and expense the Contractor incurs (1) for remediation of a material or substance brought to the site and negligently handled by the Subcontractor or (2) where the Subcontractor fails to perform its obligations under Section 4.3.3, except to the extent that the cost and expense are due to the Contractor's fault or negligence.

§ 4.4 CLEANING UP

§ 4.4.1 The Subcontractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations performed under this Subcontract. The Subcontractor shall not be held responsible for conditions caused by other contractors or subcontractors.

§ 4.4.2 As provided under Section 3.3.2, if the Subcontractor fails to clean up as provided in the Subcontract Documents, the Contractor may charge the Subcontractor for the Subcontractor's appropriate share of cleanup costs.

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§ 4.5 WARRANTY

The Subcontractor warrants to the Owner, Architect, and Contractor that materials and equipment furnished under this Subcontract will be of good quality and new unless the Subcontract Documents require or permit otherwise. The Subcontractor further warrants that the Work will conform to the requirements of the Subcontract Documents and will be free from defects, except for those inherent in the quality of the Work the Subcontract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Subcontractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Subcontractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. If required by the Architect and Contractor, the Subcontractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 4.6 INDEMNIFICATION

§ 4.6.1 To the fullest extent permitted by law, the Subcontractor shall indemnify and hold harmless the Owner, Contractor, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the Subcontractor's Work under this Subcontract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Subcontractor, the Subcontractor's Sub-subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 4.6.

§ 4.6.2 In claims against any person or entity indemnified under this Section 4.6 by an employee of the Subcontractor, the Subcontractor's Sub-subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 4.6.1 shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the Subcontractor or the Subcontractor's Sub-subcontractors under workers' compensation acts, disability benefit acts or other employee benefit acts.

§ 4.7 REMEDIES FOR NONPAYMENT

If the Contractor does not pay the Subcontractor through no fault of the Subcontractor, within seven days from the time payment should be made as provided in this Agreement, the Subcontractor may, without prejudice to any other available remedies, upon seven additional days' written notice to the Contractor, stop the Work of this Subcontract until payment of the amount owing has been received. The Subcontract Sum shall, by appropriate Modification, be increased by the amount of the Subcontractor's reasonable costs of demobilization, delay and remobilization.

ARTICLE 5 CHANGES IN THE WORK

§ 5.1 The Owner may make changes in the Work by issuing Modifications to the Prime Contract. Upon receipt of such a Modification issued subsequent to the execution of the Subcontract Agreement, the Contractor shall promptly notify the Subcontractor of the Modification. Unless otherwise directed by the Contractor, the Subcontractor shall not thereafter order materials or perform Work that would be inconsistent with the changes made by the Modification to the Prime Contract.

§ 5.2 The Subcontractor may be ordered in writing by the Contractor, without invalidating this Subcontract, to make changes in the Work within the general scope of this Subcontract consisting of additions, deletions or other revisions, including those required by Modifications to the Prime Contract issued subsequent to the execution of this Agreement, the Subcontract Sum and the Subcontract Time being adjusted accordingly. The Subcontractor, prior to the commencement of such changed or revised Work, shall submit promptly to the Contractor written copies of a claim for adjustment to the Subcontract Sum and Subcontract Time for such revised Work in a manner consistent with requirements of the Subcontract Documents.

§ 5.3 The Subcontractor shall make all claims promptly to the Contractor for additional cost, extensions of time and damages for delays or other causes in accordance with the Subcontract Documents. A claim which will affect or become part of a claim which the Contractor is required to make under the Prime Contract within a specified time period or in a specified manner shall be made in sufficient time to permit the Contractor to satisfy the requirements of the Prime Contract. Such claims shall be received by the Contractor not less than two working days preceding the time

by which the Contractor's claim must be made. Failure of the Subcontractor to make such a timely claim shall bind the Subcontractor to the same consequences as those to which the Contractor is bound.

ARTICLE 6 MEDIATION AND BINDING DISPUTE RESOLUTION

§ 6.1 MEDIATION

§ 6.1.1 Any claim arising out of or related to this Subcontract, except those waived in this Subcontract, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 6.1.2 The parties shall endeavor to resolve their claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to this Subcontract and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 6.1.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 6.2 BINDING DISPUTE RESOLUTION

For any claim subject to, but not resolved by mediation pursuant to Section 6.1, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Contractor and Subcontractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, claims will be resolved by litigation in a court of competent jurisdiction.)

- Arbitration pursuant to Section 6.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

§ 6.3 ARBITRATION

§ 6.3.1 If the Contractor and Subcontractor have selected arbitration as the method of binding dispute resolution in Section 6.2, any claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Subcontract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all claims then known to that party on which arbitration is permitted to be demanded.

§ 6.3.2 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim.

§ 6.3.3 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

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§ 6.3.4 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a claim not described in the written consent.

§ 6.3.5 The Contractor and Subcontractor grant to any person or entity made a party to an arbitration conducted under this Section 6.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Contractor and Subcontractor under this Agreement.

§ 6.3.6 This agreement to arbitrate and any other written agreement to arbitrate with an additional person or persons referred to herein shall be specifically enforceable under applicable law in any court having jurisdiction thereof. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

ARTICLE 7 TERMINATION, SUSPENSION OR ASSIGNMENT OF THE SUBCONTRACT

§ 7.1 TERMINATION BY THE SUBCONTRACTOR

The Subcontractor may terminate the Subcontract for the same reasons and under the same circumstances and procedures with respect to the Contractor as the Contractor may terminate with respect to the Owner under the Prime Contract, or for nonpayment of amounts due under this Subcontract for 60 days or longer. In the event of such termination by the Subcontractor for any reason which is not the fault of the Subcontractor, Sub-subcontractors or their agents or employees or other persons performing portions of the Work under contract with the Subcontractor, the Subcontractor shall be entitled to recover from the Contractor payment for Work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including reasonable overhead, profit and damages.

§ 7.2 TERMINATION BY THE CONTRACTOR

§ 7.2.1 If the Subcontractor repeatedly fails or neglects to carry out the Work in accordance with the Subcontract Documents or otherwise to perform in accordance with this Subcontract and fails within a ten-day period after receipt of written notice to commence and continue correction of such default or neglect with diligence and promptness, the Contractor may, by written notice to the Subcontractor and without prejudice to any other remedy the Contractor may have, terminate the Subcontract and finish the Subcontractor's Work by whatever method the Contractor may deem expedient. If the unpaid balance of the Subcontract Sum exceeds the expense of finishing the Subcontractor's Work and other damages incurred by the Contractor and not expressly waived, such excess shall be paid to the Subcontractor. If such expense and damages exceed such unpaid balance, the Subcontractor shall pay the difference to the Contractor.

§ 7.2.2 If the Owner terminates the Prime Contract for the Owner's convenience, the Contractor shall promptly deliver written notice to the Subcontractor.

§ 7.2.3 Upon receipt of written notice of termination, the Subcontractor shall

- .1 cease operations as directed by the Contractor in the notice;
- .2 take actions necessary, or that the Contractor may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing Sub-subcontracts and purchase orders and enter into no further Sub-subcontracts and purchase orders.

§ 7.2.4 In case of such termination for the Owner's convenience, the Subcontractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

§ 7.3 SUSPENSION BY THE CONTRACTOR FOR CONVENIENCE

§ 7.3.1 The Contractor may, without cause, order the Subcontractor in writing to suspend, delay or interrupt the Work of this Subcontract in whole or in part for such period of time as the Contractor may determine. In the event of suspension ordered by the Contractor, the Subcontractor shall be entitled to an equitable adjustment of the Subcontract Time and Subcontract Sum.

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§ 7.3.2 An adjustment shall be made for increases in the Subcontract Time and Subcontract Sum, including profit on the increased cost of performance, caused by suspension, delay or interruption. No adjustment shall be made to the extent that

- .1 performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Subcontractor is responsible; or
- .2 an equitable adjustment is made or denied under another provision of this Subcontract.

§ 7.4 ASSIGNMENT OF THE SUBCONTRACT

§ 7.4.1 In the event the Owner terminates the Prime Contract for cause, this Subcontract is assigned to the Owner pursuant to Section 5.4 of AIA Document A201-2007 provided the Owner accepts the assignment.

§ 7.4.2 Without the Contractor's written consent, the Subcontractor shall not assign the Work of this Subcontract, subcontract the whole of this Subcontract, or subcontract portions of this Subcontract.

ARTICLE 8 THE WORK OF THIS SUBCONTRACT

The Subcontractor shall execute the following portion of the Work described in the Subcontract Documents, including all labor, materials, equipment, services and other items required to complete such portion of the Work, except to the extent specifically indicated in the Subcontract Documents to be the responsibility of others.

(Insert a precise description of the Work of this Subcontract, referring where appropriate to numbers of Drawings, sections of Specifications and pages of Addenda, Modifications and accepted alternates.)

ARTICLE 9 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 9.1 Subcontract Time is the period of time, including authorized adjustments, allotted in the Subcontract Documents for Substantial Completion of the Work described in the Subcontract Documents. The Subcontractor's date of commencement is the date from which the Subcontract Time of Section 9.3 is measured; it shall be the date of this Agreement, as first written above, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Contractor.

(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

§ 9.2 Unless the date of commencement is established by a notice to proceed issued by the Contractor, or the Contractor has commenced visible Work at the site under the Prime Contract, the Subcontractor shall notify the Contractor in writing not less than five days before commencing the Subcontractor's Work to permit the timely filing of mortgages, mechanic's liens and other security interests.

§ 9.3 The Work of this Subcontract shall be substantially completed not later than .
(Insert the calendar date or number of calendar days after the Subcontractor's date of commencement. Also insert any requirements for earlier substantial completion of certain portions of the Subcontractor's Work, if not stated elsewhere in the Subcontract Documents.)

Portion of Work

Provide supervision and management of concrete subcontractor (Atlantic Concrete Contractors). See PCG Subcontract Breakdown spreadsheet dated 9/5/14 provided, attached.

Note: It is the subcontractor's responsibility to visit Submittal Exchange (www.submittalexchange.com) to access and verify they are using the latest revisions of all contract documents. An email invitation will be sent to each subcontractor's point of contact to initiate

Substantial Completion Date

Commence Work: Mobilize 9/22/14
Completion Date: Final Completion 7/7/15

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access to the site. ALL SUBMITTALS FROM SUBCONTRACTORS ARE TO BE SUBMITTED TO RESTORATION SPECIALISTS BY UPLOADING PDF DOCUMENTS TO THE SUBMITTAL EXCHANGE SITE.

Schedule: As follows

Submittals: Submittals are due no later than 9/23/14 (submitted electronically via Submittal Exchange)

, subject to adjustments of this Subcontract Time as provided in the Subcontract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to complete on time.)

§ 9.4 With respect to the obligations of both the Contractor and the Subcontractor, time is of the essence of this Subcontract.

§ 9.5 No extension of time will be valid without the Contractor's written consent after claim made by the Subcontractor in accordance with Section 5.3.

ARTICLE 10 SUBCONTRACT SUM

§ 10.1 The Contractor shall pay the Subcontractor in current funds for performance of the Subcontract the Subcontract Sum of One million eighty two thousand three hundred forty two dollars and 10/100, (\$ 1,082,342.10), subject to additions and deductions as provided in the Subcontract Documents.

§ 10.2 The Subcontract Sum is based upon the following alternates, if any, which are described in the Subcontract Documents and have been accepted by the Owner and the Contractor:
(Insert the numbers or other identification of accepted alternates.)

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

Item	Units and Limitations	Price Per Unit (\$0.00)
N/A		

§ 10.4 Allowances included in the Subcontract Sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
N/A	

ARTICLE 11 PROGRESS PAYMENTS

§ 11.1 Based upon applications for payment submitted to the Contractor by the Subcontractor, corresponding to applications for payment submitted by the Contractor to the Government, and certificates for payment issued by the Government, the Contractor shall make progress payments on account of the Subcontract Sum to the Subcontractor as provided below and elsewhere in the Subcontract Documents. Unless the Contractor provides the Government with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor and Subcontractor for Work properly performed by their contractors and suppliers shall be held by the Contractor and Subcontractor for those contractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor or Subcontractor for which payment was made to the Contractor by the Owner or to the Subcontractor by the Contractor, as applicable. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor or Subcontractor, shall create any fiduciary liability or tort liability on the

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part of the Contractor or Subcontractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor or Subcontractor for breach of the requirements of this provision.

§ 11.2 The period covered by each application for payment shall be one calendar month ending on the last day of the month, or as follows:

§ 11.3 Provided an application for payment is received by the Contractor not later than the 25th day of a month, the Contractor shall include the Subcontractor's Work covered by that application in the next application for payment which the Contractor is entitled to submit to the Government. The Contractor shall pay the Subcontractor each progress payment no later than seven working days after the Contractor receives payment from the Government.

§ 11.4 If the Subcontractor's application for payment is received by the Contractor after the application date fixed above, the Subcontractor's Work covered by it shall be included by the Contractor in the next application for payment submitted to the Architect.

§ 11.5 The Subcontractor shall submit to the Contractor a schedule of values prior to submitting the Subcontractor's first Application for Payment. Each subsequent application for payment shall be based upon the most recent schedule of values submitted by the Subcontractor in accordance with the Subcontract Documents. The schedule of values shall allocate the entire Subcontract Sum among the various portions of the Subcontractor's Work and be prepared in such form and supported by such data to substantiate its accuracy as the Contractor may require. This schedule, unless objected to by the Contractor, shall be used as a basis for reviewing the Subcontractor's applications for payment.

§ 11.6 Applications for payment submitted by the Subcontractor shall indicate the percentage of completion of each portion of the Subcontractor's Work as of the end of the period covered by the application for payment.

§ 11.7 Subject to the provisions of the Subcontract Documents, the amount of each progress payment shall be computed as set forth in the sections below.

§ 11.7.1 Take that portion of the Subcontract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Subcontractor's Work by the share of the total Subcontract Sum allocated to that portion of the Subcontractor's Work in the schedule of values, less that percentage actually retained, if any, from payments to the Contractor on account of the Work of the Subcontractor. Pending final determination of cost to the Contractor of changes in the Work that have been properly authorized by the Contractor, amounts not in dispute shall be included to the same extent provided in the Prime Contract, even though the Subcontract Sum has not yet been adjusted;

§ 11.7.2 Add that portion of the Subcontract Sum properly allocable to materials and equipment delivered and suitably stored at the site by the Subcontractor for subsequent incorporation in the Subcontractor's Work or, if approved by the Contractor, suitably stored off the site at a location agreed upon in writing, less the same percentage retainage required by the Prime Contract to be applied to such materials and equipment in the Contractor's application for payment;

§ 11.7.3 Subtract the aggregate of previous payments made by the Contractor; and

§ 11.7.4 Subtract amounts, if any, calculated under Section 11.7.1 or 11.7.2 that are related to Work of the Subcontractor for which the Architect has withheld or nullified, in whole or in part, a certificate of payment for a cause that is the fault of the Subcontractor.

§ 11.8 Upon the partial or entire disapproval by the Contractor of the Subcontractor's application for payment, the Contractor shall provide written notice to the Subcontractor. When the basis for the disapproval has been remedied, the Subcontractor shall be paid the amounts withheld.

§ 11.9 SUBSTANTIAL COMPLETION

When the Subcontractor's Work or a designated portion thereof is substantially complete and in accordance with the requirements of the Prime Contract, the Contractor shall, upon application by the Subcontractor, make prompt application for payment for such Work. Within 30 days following issuance by the Architect of the certificate for

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payment covering such substantially completed Work, the Contractor shall, to the full extent allowed in the Prime Contract, make payment to the Subcontractor, deducting any portion of the funds for the Subcontractor's Work withheld in accordance with the certificate to cover costs of items to be completed or corrected by the Subcontractor. Such payment to the Subcontractor shall be the entire unpaid balance of the Subcontract Sum if a full release of retainage is allowed under the Prime Contract for the Subcontractor's Work prior to the completion of the entire Project. If the Prime Contract does not allow for a full release of retainage, then such payment shall be an amount which, when added to previous payments to the Subcontractor, will reduce the retainage on the Subcontractor's substantially completed Work to the same percentage of retainage as that on the Contractor's Work covered by the certificate.

ARTICLE 12 FINAL PAYMENT

§ 12.1 Final payment, constituting the entire unpaid balance of the Subcontract Sum, shall be made by the Contractor to the Subcontractor when the Subcontractor's Work is fully performed in accordance with the requirements of the Subcontract Documents, the Architect has issued a certificate for payment covering the Subcontractor's completed Work and the Contractor has received payment from the Owner. If, for any cause which is not the fault of the Subcontractor, a certificate for payment is not issued or the Contractor does not receive timely payment or does not pay the Subcontractor within seven days after receipt of payment from the Owner, final payment to the Subcontractor shall be made upon demand.

(Insert provisions for earlier final payment to the Subcontractor, if applicable.)

§ 12.2 Before issuance of the final payment, the Subcontractor, if required, shall submit evidence satisfactory to the Contractor that all payrolls, bills for materials and equipment, and all known indebtedness connected with the Subcontractor's Work have been satisfied. Acceptance of final payment by the Subcontractor shall constitute a waiver of claims by the Subcontractor, except those previously made in writing and identified by the Subcontractor as unsettled at the time of final application for payment.

ARTICLE 13 INSURANCE AND BONDS

§ 13.1 The Subcontractor shall purchase and maintain insurance of the following types of coverage and limits of liability as will protect the Subcontractor from claims that may arise out of, or result from, the Subcontractor's operations and completed operations under the Subcontract:

Type of insurance or bond	Limit of liability or bond amount (\$1,000,000.00 per incident)
Commercial General Liability Insurance	\$ 1,000,000.00 (per incident)
Business Automobile Liability Insurance	\$ 1,000,000.00 (per incident)
Commercial Umbrella Coverage	\$ 1,000,000.00 (limits must include as insureds all entities that are additional insureds on the CGL)
Worker's Compensation and Employer's Liability Insurance	\$ 1,000,000.00 (per incident & per employee)

§ 13.2 Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Subcontractor's Work until the date of final payment and termination of any coverage required to be maintained after final payment to the Subcontractor, and, with respect to the Subcontractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Prime Contract.

§ 13.3 Certificates of insurance acceptable to the Contractor shall be filed with the Contractor prior to commencement of the Subcontractor's Work. These certificates and the insurance policies required by this Article 13 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Contractor. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final application for payment as required in Article 12. If any information concerning reduction of coverage is not furnished by the insurer, it shall be furnished by the Subcontractor with reasonable promptness according to the Subcontractor's information and belief.

§ 13.4 The Subcontractor shall cause the commercial liability coverage required by the Subcontract Documents to include: (1) the Contractor, the Owner, the Architect and the Architect's consultants as additional insureds for claims caused in whole or in part by the Subcontractor's negligent acts or omissions during the Subcontractor's operations; and (2) the Contractor as an additional insured for claims caused in whole or in part by the Subcontractor's negligent acts or omissions during the Subcontractor's completed operations.

§ 13.5 The Contractor shall furnish to the Subcontractor satisfactory evidence of insurance required of the Contractor under the Prime Contract.

§ 13.6 The Contractor shall promptly, upon request of the Subcontractor, furnish a copy or permit a copy to be made of any bond covering payment of obligations arising under the Subcontract.

§ 13.7 Performance Bond and Payment Bond:
(If the Subcontractor is to furnish bonds, insert the specific requirements here.)

Bond type	Bond amount (\$0.00)	Bond delivery date	Bond form
N/A			

§ 13.8 PROPERTY INSURANCE

§ 13.8.1 When requested in writing, the Contractor shall provide the Subcontractor with copies of the property and equipment policies in effect for the Project. The Contractor shall notify the Subcontractor if the required property insurance policies are not in effect.

§ 13.8.2 If the required property insurance is not in effect for the full value of the Subcontractor's Work, then the Subcontractor shall purchase insurance for the value of the Subcontractor's Work, and the Subcontractor shall be reimbursed for the cost of the insurance by an adjustment in the Subcontract Sum.

§ 13.8.3 Property insurance for the Subcontractor's materials and equipment required for the Subcontractor's Work, stored off site or in transit and not covered by the Project property insurance, shall be paid for through the application for payment process.

§ 13.9 WAIVERS OF SUBROGATION

The Contractor and Subcontractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Owner, the Architect, the Architect's consultants, separate contractors, and any of their subcontractors, sub-subcontractors, agents and employees for damages caused by fire or other causes of loss to the extent covered by property insurance provided under the Prime Contract or other property insurance applicable to the Work, except such rights as they may have to proceeds of such insurance held by the Owner as a fiduciary. The Subcontractor shall require of the Subcontractor's Sub-subcontractors, agents and employees, by appropriate agreements, written where legally required for validity, similar waivers in favor of the parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

ARTICLE 14 TEMPORARY FACILITIES AND WORKING CONDITIONS

§ 14.1 The Contractor shall furnish and make available at no cost to the Subcontractor the Contractor's temporary facilities, equipment and services, except as noted below:

Temporary Facility, Equipment or Service	Cost, if any (\$0.00)

§ 14.2 Specific working conditions:
(Insert any applicable arrangements concerning working conditions and labor matters for the Project.)

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ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Where reference is made in this Subcontract to a provision of another Subcontract Document, the reference refers to that provision as amended or supplemented by other provisions of the Subcontract Documents.

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

%

(Paragraphs deleted)

§ 15.3 Retainage and any reduction thereto are as follows:

0% (zero)

(Paragraph deleted)

ARTICLE 16 ENUMERATION OF SUBCONTRACT DOCUMENTS

§ 16.1 The Subcontract Documents, except for Modifications issued after execution of this Subcontract, are enumerated in the sections below.

§ 16.1.1 This executed AIA Document A401-2007, Standard Form of Agreement Between Contractor and Subcontractor.

§ 16.1.2 The Prime Contract, consisting of the Agreement between the Owner and Contractor dated as first entered above and the other Contract Documents enumerated in the Owner-Contractor Agreement.

§ 16.1.3 The following Modifications to the Prime Contract, if any, issued subsequent to the execution of the Owner-Contractor Agreement but prior to the execution of this Agreement:

Modification	Date
--------------	------

§ 16.1.4 Additional Documents, if any, forming part of the Subcontract Documents:

- .1 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:
- .2 Other documents:
(List here any additional documents that are intended to form part of the Subcontract Documents. Requests for proposal and the Subcontractor's bid or proposal should be listed here only if intended to be made part of the Subcontract Documents.)


- 1. PCG Subcontract Breakdown
- 2. Atlantic Concrete Subcontract

This Contract / P.O. Number will be: 1401-010000-005

This Contract / P.O. # is to be referenced on all billings / invoices / submittals, etc.

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


RESTORATION SPECIALISTS, LLC



 CONTRACTOR (Signature)
 Mark Ward - Managing Member

 (Printed name and title)

PALMETTO CONSTRUCTION GROUP, LLC



 SUBCONTRACTOR (Signature)
 Jay Hannegan - Vice President

 (Printed name and title)

Init.

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 User Notes:

15

PCG SUBCONTRACT BREAKDOWN

SPEC SECTION	DESCRIPTION	SUBCONTRACTOR	AMOUNTS
N/A	Supervision (\$ 1,200.00 / wk)	PCG	\$7,600.00
N/A	Apartment / Utilities / Living Expenses (1,000.00 / mo.)	PCG	\$11,000.00
N/A	Per Diem (\$ 500.00 / mo.)	PCG	\$5,500.00
N/A	Temporary Phone (\$ 150.00 / mo.)	PCG	\$1,650.00
N/A	Temporary Water (\$ 150.00 / mo.)	PCG	\$1,650.00
N/A	Temporay Toilet (\$ 240.00 / mo.)	PCG	\$2,640.00
N/A	Conex / Equipment Storage (\$ 120.00 / mo.)	PCG	\$1,320.00
N/A	Drinking Water / Ice (\$ 40.00 / mo.)	PCG	\$446.00
N/A	Superintendent's Truck (\$ 500.00 / mo.)	PCG	\$5,500.00
N/A	Oil & Gas (Superintendent's Truck) (\$ 600.00 / mo.)	PCG	\$6,600.00
03 30 00	Cast-In-Place Concrete	Atlantic Concrete	INCLUDED BELOW
03 30 00	Atlantic Bond (Add)	Atlantic Concrete	INCLUDED BELOW
03 30 00	Formwork (Add)	Atlantic Concrete	INCLUDED BELOW
03 30 00	Set Embeds / Anchor Bolts Provided by Metromont	Atlantic Concrete	INCLUDED BELOW
03 30 00	Pile Cut-Off / Chipping (Add)	Atlantic Concrete	INCLUDED BELOW
03 30 00	Backfill / Compact Grade Beams / Pile Caps	Atlantic Concrete	INCLUDED BELOW
03 30 00	Transformer Pad (dwg. ES-100)	Atlantic Concrete	INCLUDED BELOW
03 30 00	Gate Operator Pads	Atlantic Concrete	INCLUDED BELOW
03 30 00	Relocated Monument Sign Footing	Atlantic Concrete	INCLUDED BELOW
N/A	Atlantic Concrete Total	PCG	\$988,442.10
N/A	RS / PCG Projected 50% Profit Share	PCG	TO BE DETERMINED

PCG SUPERINTENDENT AMOUNT: \$93,900.00

PCG SUBCONTRACT AMOUNT: \$988,442.10

TOTAL: \$1,082,342.10

Note: Cost associated with installation of miscellaneous steel to be determined and added via change order at a later date.

PAYMENT BOND <i>(See Instructions on reverse)</i>	DATE BOND EXECUTED <i>(Must be same or later than date of contract)</i> April 23, 2012	OMB No.: 9000-0045 Expires: 11/30/2012
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Public reporting burden for this collection of information is estimated to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405.

PRINCIPAL <i>(Legal name and business address)</i> Restoration Specialists, LLC P. O. Box 5352 Savannah, GA 31414	TYPE OF ORGANIZATION <i>(“X” one)</i> <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input checked="" type="checkbox"/> CORPORATION STATE OF INCORPORATION <p style="text-align: center;">GA</p>								
SURETY(IES) <i>(Name(s) and business address(es))</i> The Hanover Insurance Company 440 Lincoln Street Worcester, MA 01653	PENAL SUM OF BOND <table border="1" style="width:100%; border-collapse: collapse; text-align: center;"> <tr> <th>MILLION(S)</th> <th>THOUSAND(S)</th> <th>HUNDRED(S)</th> <th>CENTS</th> </tr> <tr> <td>5</td> <td>999</td> <td>860</td> <td>00</td> </tr> </table> CONTRACT DATE CONTRACT NO. March 13, 2012 VA247-C-0035	MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS	5	999	860	00
MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS						
5	999	860	00						

OBIGATION:

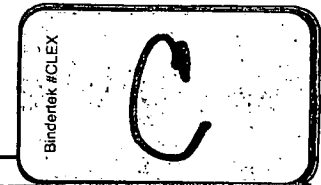
We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

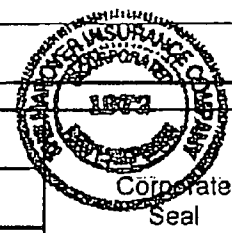
The above obligation is void if the Principal promptly makes payment to all persons having a direct relationship with the Principal or a subcontractor of the Principal for furnishing labor, material or both in the prosecution of the work provided for in the contract identified above, and any authorized modifications of the contract that subsequently are made. Notice of those modifications to the Surety(ies) are waived.

WITNESS:

The Principal and Surety(ies) executed this payment bond and affixed their seals on the above date.



Restoration Specialists, LLC PRINCIPAL			
SIGNATURE(S)	1. _____ <i>(Seal)</i>	2. _____ <i>(Seal)</i>	Corporate Seal
NAME(S) & TITLE(S) <i>(Typed)</i>	1. _____	2. _____	
INDIVIDUAL SURETY(IES)			
SIGNATURE(S)	1. _____ <i>(Seal)</i>	2. _____ <i>(Seal)</i>	
NAME(S) <i>(Typed)</i>	1. _____	2. _____	
The Hanover Insurance Company CORPORATE SURETY(IES)			
SURETY A	NAME & ADDRESS	440 Lincoln Street, Worcester, MA 01653	STATE OF INC. LIABILITY LIMIT NH \$96,082,000
	SIGNATURE(S)	1. _____	2. _____
	NAME(S) & TITLE(S) <i>(Typed)</i>	1. Laura W. Dennison Attorney-in-Fact	2. _____



CORPORATE SURETY(IES) (Continued)

SURETY B	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
SURETY C	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
SURETY D	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
SURETY E	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
SURETY F	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
SURETY G	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		

INSTRUCTIONS

This form, for the protection of persons supplying labor and material, is used when a payment bond is required under the Act of August 24, 1935, 49 Stat. 793 (40 U.S.C. 270a-270e). Any deviation from this form will require the written approval of the Administrator of General Services.

Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.

(a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)."

In the space designated "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.

(b) Where individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning their financial capability.

4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.

5. Type the name and title of each person signing this bond in the space provided.



The Hanover Insurance Company | 440 Lincoln Street, Worcester, MA 01653
Citizens Insurance Company of America | 645 West Grand River Avenue, Howell, MI 48843
Massachusetts Bay Insurance Company | 440 Lincoln Street, Worcester, MA 01653

0507288
Origins Fedx & Co.
CATLY 4/17/12
Agreement of Indemnity

WHEREAS, at the request of the undersigned, for themselves, their heirs, executors, administrators, successors and assigns (hereafter referred to as "Indemnitors"), and upon the express understanding that this Agreement be executed, The Hanover Insurance Company, Massachusetts Bay Insurance Company and/or Citizens Insurance Company of America and their affiliates, successors, assigns and any subsidiary companies (hereafter individually and collectively referred to as "Surety") has executed, or may in its discretion hereafter execute certain surety contracts, undertakings, and/or other instruments of guarantee or indemnity, and any continuation, extension, amendment, alteration, renewal or substitution thereof (hereafter collectively referred to as "bond" or "bonds") on behalf of the Indemnitors or any one or more of the Indemnitors, in which bonds the Indemnitors hereby affirm they have a substantial, material and beneficial interest

NOW, THEREFORE, in consideration of the premises, and of the execution or continuance of such bonds, the Indemnitors, jointly and severally, hereby covenant and agree in favor of the Surety as follows.

1. The Indemnitors will promptly pay or cause to be paid in cash to the Surety in advance, or if not in advance, in such manner as may be agreed upon, all premiums and charges of the Surety for such bonds at the rates and times specified by the Surety, and will continue to pay the same where such bonds are continued until the Indemnitors shall serve evidence satisfactory to the Surety of its discharge or release from such bonds and all liability by reason thereof.

2. The Indemnitors shall exonerate, indemnify, and save harmless the Surety from and against every claim, demand, liability, cost, charge, suit, judgment and expense which the Surety may pay or incur, including, but not limited to, loss, interest, court costs and consultant and attorney fees:

- (a) by having executed or procured the execution of the bonds; or
- (b) in making an independent investigation of any claim, demand, or suit; or
- (c) in defending any suit, action, mediation, arbitration or any other proceeding to obtain release from liability whether the Surety, in its sole discretion, elects to employ its own attorney or permits or requires Indemnitors to defend the Surety; or
- (d) in enforcing any of the covenants, terms and conditions of this Agreement

3. Payment shall be made to the Surety by the Indemnitors as soon as liability exists or is asserted against the Surety, whether or not the Surety shall have made any payment therefor. Such payment to the Surety shall be: a) if the amount asserted as a claim, demand or suit is an ascertainable or liquidated amount, the amount of the claim, demand, or suit asserted against the bond or bonds by any claimant or obligee, plus the amount the Surety deems sufficient, in its sole discretion, to indemnify and hold it harmless from and against any loss, cost, interest, and expense necessary to defend, investigate, or adjust the claim, demand, or suit; or b) if the amount asserted as a claim, demand, or suit is an unascertainable or unliquidated amount, the amount the Surety deems sufficient, in its sole discretion, to indemnify and hold it harmless from and against any loss, cost, interest, and expense necessary to defend, investigate, or adjust the claim, demand, or suit. The Surety shall have the right to hold such funds as collateral (without any obligation to earn interest on the collateral for the Indemnitors) until the Indemnitors serve evidence satisfactory to the Surety of its discharge from all bonds and all liability by reason thereof, and to use such funds or any part thereof, at any time, in payment or settlement of any judgment, claim, liability, loss, damage, fees, or any other expense.

The Surety shall have the exclusive right to adjust, settle, or compromise any claim, demand, suit or any other proceeding arising out of any bond against the Surety and/or the Indemnitors, take whatever action it deems appropriate in response thereto, and its determination of whether to defend or settle the same shall be binding and conclusive upon the Indemnitors. In the event of any payment or disbursement by the Surety, the Indemnitors agree to immediately reimburse the Surety for any and all payments and disbursements made (including, but not limited to, interest from the date of the Surety's payments at the maximum rate allowable) under the Surety's belief that liability for the payments existed or that payment was necessary or expedient, whether or not such liability, necessity or expediency existed. Vouchers or other evidence of payment by the Surety shall be conclusive evidence of the fact and amount of such liability, necessity, or expediency and of the Indemnitors' liability to the Surety therefor.

4. With respect to each bond executed by the Surety in connection with a contract, the Surety is hereby authorized, in its sole discretion, to make or guarantee advances or loans for the purpose of the contract without the necessity of seeing to the application thereof, and the Indemnitors agree both that all such loans and advances, unless repaid with legal interest by the Indemnitors to the Surety when due, shall be conclusively presumed to be an indemnity obligation of the Indemnitors to the Surety, and that the Surety shall have the absolute right to cease making or guaranteeing advances or loans at any time and without notice to the Indemnitors.

5. With respect to each bond executed by the Surety in connection with a contract, the Indemnitors hereby assign, transfer, convey and set over to the Surety:

- (a) all right, title and interest of the Indemnitors in and to all tools, plants, equipment and materials of every nature and description that may now or hereafter be upon the site of the contracted work or elsewhere for the purpose of the contract; and
- (b) all right, title and interest of the Indemnitors in and to the contract including all rights in and to all subcontracts or purchase orders let or to be let in connection therewith; and
- (c) all monies retained, due, or due in the future on account of any contract, whether bonded or unbonded, in which any or all the Indemnitors have an interest; and
- (d) all right, title and interest, or use of any license, patent, trademark or copyright held by Indemnitors in connection with contracted work or required for the completion of any contract.

The assignments shall be effective as of the execution dates of the bonds, but only enforceable upon the occurrence of one or more of the events described in Paragraph 6(a-f).

6. In the event the Indemnitors, or any one or more of them, shall: (a) whether actually or allegedly (as declared by the obligee or owner), delay, default, abandon, forfeit or breach any contract secured by a bond, or (b) fail, neglect, or refuse in any manner to timely pay for any labor or material used in the prosecution of any contract secured by a bond, or (c) change its character, identity, control, beneficial ownership, or existence, or (d) fail to perform, or comply with any of the terms, covenants, or obligations of this Agreement, including, but not limited to, prompt payment of any amount due under this Agreement, or (e) make an assignment for the benefit of creditors, or have any proceedings instituted against them, or any one or more of them, alleging insolvency or involving the appointment of a receiver or trustee whether such Indemnitor(s) is/are insolvent or not, or (f) have proceedings instituted against any of the Indemnitors which have the effect of depriving any of them of the use of any part of the equipment used in connection with any contract work so as to hinder, delay, or impede the normal and satisfactory progress of the work, then the Surety, in its sole discretion, shall have the right, but not the obligation, to take possession of the work under the contract and any other contract, in connection with which the Surety has issued a bond or bond(s) and, at the expense of the Indemnitors, to complete, to arrange for completion, or to agree to the re-letting or completion by the obligee or owner of the contract work.

7. The Indemnitors covenant and agree that all funds due or to become due under any contract secured by a bond, whether in the possession of any Indemnitor or others, are held in trust for the benefit and payment of all obligations incurred in the completion of said contract for which the Surety would be obligated under the bond. The trust shall inure for the benefit of the Surety for any liability or loss under any bond, and this Agreement shall constitute notice of such trust.

8. The Surety, or its designated agents, shall have full and free access to the Indemnitors' books and records at any and all reasonable times until the liability of the Surety under any bond is completely terminated and the claims of the Surety against any Indemnitor are fully satisfied.

9. The Indemnitors irrevocably appoint the Surety as their attorney-in-fact with the power, authority and right to exercise all of the rights of the Indemnitors, or any of one or more of them, which are assigned, transferred and set over to the Surety under this Agreement, or otherwise, including, but not limited to: (a) the right to take possession of all funds due or to become due under any contract and to endorse, in the name of the Indemnitors, or any one or more of them, any check, draft, warrant, or other instruments made or issued in payment of such funds, and to disburse the proceeds thereof for the purposes of the trust provided in Paragraph 7, or in such manner which exonerates, holds harmless, and indemnifies the Surety, (b) the right to execute any other agreements or documents which the Surety, in its sole discretion, deems necessary to vest it in the title, property, and/or funds assigned by the Agreement, or otherwise, and (c) the right in its name or in the name of the Indemnitor(s), but not the obligation, to pursue, prosecute, compromise, release, or otherwise resolve any of the claims, causes of action or other rights assigned, upon such terms as the Surety, in its sole discretion, shall deem appropriate.

10. This Agreement shall constitute a Security Agreement of the Surety and also a Financing Statement, both in accordance with the provisions of the Uniform Commercial Code of every jurisdiction wherein such Code is in effect, and may be so used by the Surety without in any way abrogating, restricting or limiting the rights of the Surety under this Agreement, or under law, or in equity. A copy or reproduction of this Agreement may be filed as a Financing Statement.

11. The Surety may decline to execute any bond (including those for which any application was submitted, any bid or proposal bond was issued by the Surety, or otherwise) without impairing the validity of this Agreement, and the Indemnitors hereby waive any and all claims against the Surety due to its refusal or failure to so execute.

12. The Surety may reduce the amount of the Indemnitors' liability to the Surety under this Agreement by applying as a set off any monies due the Indemnitors by the Surety as a result of any claim any of the Indemnitors, or any entity bonded or insured by the Surety, may have against the Surety.

13. The Indemnitors waive, to the extent permitted by law, so far as their respective obligations under this Agreement are concerned, all rights to claim any property, including their respective homesteads, as exempt from levy, execution, sale or other legal process under the laws of any state, territory, or possession of the United States.

14. The Indemnitors agree to keep themselves fully informed as to the business and financial affairs of each of the other Indemnitors so that the Indemnitors are aware of the risks and hazards of continuing as Indemnitors. The Indemnitors waive notice from the Surety of any act, fact, or information coming to the notice or knowledge of the Surety concerning its rights or liabilities under any bonds executed by the Surety on behalf of Indemnitors, or any one or more of them, or the rights or liabilities of the Indemnitors, whether the Surety has such knowledge or notice before or after the execution of this Agreement.

15. The Surety, in its sole discretion, may agree or refuse to agree to any alteration, amendment, change, modification, limitation, or extension of any bond, and any renewal or other obligation in place or in lieu thereof, or of any contract (or any plans and specifications relating thereto) secured by any bond, and in any such case the Indemnitors shall be liable to the Surety as fully and to the same extent on account of any such altered, amended, changed, modified, limited or extended bond or renewal or substitution thereof, or contract, whenever and as often as made, even though such action does or might substantially increase the liability of the Indemnitors.

16. In the event the Surety procures the execution of the bonds by other sureties, or executes the bonds with co-sureties, or reinsures any portion of said bonds with reinsuring sureties, then all the terms and conditions of this Agreement shall inure for the benefit of such other sureties, co-sureties and reinsuring sureties.

17. No remedy conferred upon or reserved to the Surety by this Agreement is intended to be exclusive of any other remedy or remedies, and each and every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every right, power and remedy given by this Agreement to the Surety shall be concurrent and may be pursued separately, successively or together against any Indemnitor, or any one or more of them; and every right, power and remedy given by this Agreement to the Surety may be exercised from time to time as often as may be deemed expedient by the Surety in its sole discretion.

18. The liability of the Indemnitors under this Agreement shall not be affected by the failure of the Indemnitors to sign any bond, nor by the failure of any Indemnitor to receive notice of the execution of any bond, nor by any claim that any other indemnity or security was to be obtained, nor by the release of any indemnity, nor by the return or exchange of any collateral. If any Indemnitor to this Agreement is deemed for any reason (including, but not limited to, any defect in the execution of this Agreement by any Indemnitor) not bound thereby, the Agreement shall still be binding upon each and every other Indemnitor.

19. If any provision or provisions of this Agreement are deemed void or unenforceable under any jurisdiction governing its construction, this Agreement shall not be deemed void or unenforceable thereby, but shall continue in effect and be enforced as though the void or unenforceable provisions are omitted.

20. The Indemnitors waive and subordinate all rights of indemnity, subrogation and contribution each against the other until all obligations to the Surety have been first satisfied in full.

21. This Agreement may be terminated as to any Indemnitor upon 20 days' written notice sent by registered or certified mail to the Surety at its principal bond office, The Hanover Insurance Company, Attention: Bond Department, 440 Lincoln Street, Worcester, Massachusetts, 01653, but any such notice of termination shall not operate to modify, bar, or discharge the Indemnitors as to the bonds that may have been executed prior to such termination.

22. This Agreement may not be changed or modified orally. No change or modification shall be effective unless made by written endorsement executed to form a part hereof.

23. This Agreement applies to bonds written by the Surety at the request of or on behalf of the Indemnitors and any of their wholly or partially owned subsidiary companies, subsidiaries of subsidiaries, divisions or affiliates, partnerships, joint ventures or co-ventures in which any of the Indemnitors, their wholly or partially owned subsidiary companies, subsidiaries of subsidiaries, divisions or affiliates have an interest or participation, whether open or silent; jointly, severally, or in any combination with each other; now in existence or which may hereafter be created or acquired.

IN WITNESS WHEREOF, the Indemnitors who are individuals have hereunder set their hands and seals, and the Indemnitors which are partnerships, corporations or unincorporated associations have caused the Agreement to be duly executed by their authorized representatives on this 19th day of December, in the year of 2011.

INDIVIDUAL ACKNOWLEDGMENT

Address: 3 Bailey Reach
Savannah, GA 31411
SS# or Fed. Tax ID #: 256-43-1408

Indemnitor: Reuben Mark Ward
By: [Signature]
Date of Birth (if individual): 12/26/68

STATE OF Georgia
COUNTY OF Chatham SS

On this 19th day of April, in the year 2012, before me personally came Reuben Mark Ward to me known and known to me to be the individual who executed the foregoing instrument and who duly acknowledged to me that he executed the same.

Notary Public: [Signature] Notary registration no.:
Address and telephone no.: 118A Coleman Blvd Savannah, GA 31408 (912)748-1825
Commission expires: March 23, 2013

REBECCA VARNER
NOTARY PUBLIC
CHATHAM COUNTY
STATE OF GEORGIA
My Commission Expires March 23, 2013

Instructions: If the Indemnitor is an individual, type full name, sign on next line, and fill in address, SS #, and DOB. If the Indemnitor is a corporation, type full name, impress with seal, sign on next line along with capacity of officer signing, and fill in corporate address and Fed. Tax ID #. A corporate resolution authorizing the officer to execute this Agreement should also be attached. If partnership, type firm name, with signature of the partner signing on behalf, and fill in firm address and Fed. Tax ID #. Each partner should sign as an Indemnitor. This instrument should be dated, each signature block filled out completely, and all signatures must be properly acknowledged in the presence of a Notary Public. Attach additional signature blocks and acknowledgement forms if necessary.

INDIVIDUAL ACKNOWLEDGMENT

Address: 3 Bailey Reach

Savannah, GA 31411

SS# or Fed. Tax ID #: 258-06-9071

Indemnitor: Lynnette Pennington Ward

By: [Signature]

Date of Birth (if individual): 070973

STATE OF Georgia
COUNTY OF Chatham SS

On this 1th day of April, in the year 2012, before me personally came Lynnette Pennington Ward to me known and known to me to be the individual who executed the foregoing instrument and who duly acknowledged to me that he executed the same.

Notary Public: [Signature] Notary registration no.:
Address and telephone no.: 118A Coleman Blvd Savannah, GA 31408 (912)748-1825
Commission expires: March 23, 2013

REBECCA VARNER
NOTARY PUBLIC
CHATHAM COUNTY
STATE OF GEORGIA

My Commission Expires March 23, 2013

INDIVIDUAL ACKNOWLEDGMENT

Address: 4520 Oyster Bill Road

Meggett, SC 29449

SS# or Fed. Tax ID #: 214-48-2799

Indemnitor: John M. Kendle, Jr

By: [Signature]
Date of Birth (if individual): 11/21/50

STATE OF SC
COUNTY OF Berkeley SS

On this 2nd day of April, in the year 2012, before me personally came John M. Kendle, Jr. to me known and known to me to be the individual who executed the foregoing instrument and who duly acknowledged to me that he executed the same.

Notary Public: [Signature] Notary registration no.: N/A
Address and telephone no.: 134 Two Pond Loop Ladson SC 29456 843.670.2670
Commission expires: 2/10/19

Instructions: If the Indemnitor is an individual, type full name, sign on next line, and fill in address, SS #, and DOB. If the indemnitor is a corporation, type full name, impress with seal, sign on next line along with capacity of officer signing, and fill in corporate address and Fed. Tax ID #. A corporate resolution authorizing the officer to execute this Agreement should also be attached. If partnership, type firm name, with signature of the partner signing on behalf, and fill in firm address and Fed. Tax ID #. Each partner should sign as an Indemnitor.
This instrument should be dated, each signature block filled out completely, and all signatures must be properly acknowledged in the presence of a Notary Public. Attach additional signature blocks and acknowledgement forms if necessary.

INDIVIDUAL ACKNOWLEDGMENT

Address: 2000 Brick Kiln Parkway
Mt. Pleasant, SC 29466
SS# or Fed. Tax ID #: 242-15-0957

Indemnitor: Jerry S. Handegan
By: [Signature]
Date of Birth (if individual): 8/26/71

STATE OF SC
COUNTY OF Berkeley SS

On this 2nd day of April, in the year 2012, before me personally came Jerry S. Handegan to me known and known to me to be the individual who executed the foregoing instrument and who duly acknowledged to me that he executed the same.

Notary Public: [Signature] Notary registration no: N/A
Address and telephone no: 134 Two Pond Loop Ladson SC 29456 843.670.2670
Commission expires: 2/10/19

INDIVIDUAL ACKNOWLEDGMENT

Address: 2000 Brick Kiln Parkway
Mt. Pleasant, SC 29466
SS# or Fed. Tax ID #: 212-82-3324

Indemnitor: Jill Gayle Handegan
By: [Signature]
Date of Birth (if individual): 3/23/70

STATE OF SC
COUNTY OF Berkeley SS

On this 2nd day of April, in the year 2012, before me personally came Jill Gayle Handegan to me known and known to me to be the individual who executed the foregoing instrument and who duly acknowledged to me that she executed the same.

Notary Public: [Signature] Notary registration no: N/A
Address and telephone no: 134 Two Pond Loop Ladson SC 29456 843.670.2670
Commission expires: 2/10/19

Instructions: If the Indemnitor is an individual, type full name, sign on next line, and fill in address, SS #, and DOB. If the Indemnitor is a corporation, type full name, impress with seal, sign on next line along with capacity of officer signing, and fill in corporate address and Fed. Tax ID #. A corporate resolution authorizing the officer to execute this Agreement should also be attached. If partnership, type firm name, with signature of the partner signing on behalf, and fill in firm address and Fed. Tax ID #. Each partner should sign as an Indemnitor. This instrument should be dated, each signature block filled out completely, and all signatures must be properly acknowledged in the presence of a Notary Public. Attach additional signature blocks and acknowledgement forms if necessary.

INDIVIDUAL ACKNOWLEDGMENT

Address: 53 Catfish Court

Indemnitor: Stephen C. Dandridge

Ridgeville, SC 29472

By: Stephen C. Dandridge

SS# or Fed. Tax ID #: 250-25-9614

Date of Birth (if individual): 9/23/60

STATE OF SC

COUNTY OF Berkeley SS

On this 2nd day of April, in the year 2012, before me personally came Stephen C. Dandridge to me known and known to me to be the individual who executed the foregoing instrument and who duly acknowledged to me that he executed the same.

Notary Public: [Signature]

Notary registration no: N/A

Address and telephone no: 134 Twp Pond Loop Ladson SC 29456 843.67.07670

Commission expires: 2/10/19

INDIVIDUAL ACKNOWLEDGMENT

Address:

Indemnitor:

By:

SS# or Fed. Tax ID #:

Date of Birth (if individual):

STATE OF

COUNTY OF SS

On this day of, in the year, before me personally came to me known and known to me to be the individual who executed the foregoing instrument and who duly acknowledged to me that he executed the same.

Notary Public:

Notary registration no:

Address and telephone no:

Commission expires:

Instructions: If the Indemnitor is an individual, type full name, sign on next line, and fill in address, SS #, and DOB. If the Indemnitor is a corporation, type full name, impress with seal, sign on next line along with capacity of officer signing, and fill in corporate address and Fed. Tax ID #. A corporate resolution authorizing the officer to execute this Agreement should also be attached. If partnership, type firm name, with signature of the partner signing on behalf, and fill in firm address and Fed. Tax ID #. Each partner should sign as an Indemnitor. This instrument should be dated, each signature block filled out completely, and all signatures must be properly acknowledged in the presence of a Notary Public. Attach additional signature blocks and acknowledgement forms if necessary.

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

Address: P.O. Box 5352 Savannah, GA 31414

Indemnitor: Restoration Specialists, LLC (Full Name of Indemnitor)

By: [Signature] (Signature)

SS# or Fed. Tax ID #: 58-2507867

Reuben Mark Ward, Managing Member (Name and Title)

STATE OF Georgia COUNTY OF Chatham SS

REBECCA VARNER NOTARY PUBLIC CHATHAM COUNTY STATE OF GEORGIA My Commission Expires March 23, 2013

On this 17th day of April, 2012, before me personally came Reuben Mark Ward to me known, who, being by me duly sworn, deposes and says that he resides in Savannah, GA that he is the Managing Member of Restoration Specialists, LLC the Limited Liability Company described in and which executed the foregoing instrument; that same is authorized under the Articles of Organization and the Operating Agreement as amended and in effect this date to execute the foregoing instrument and so bind the Limited Liability Company.

Notary Public: [Signature] Notary registration no.: Address and telephone no.: 118A Coleman Blvd, Savannah, GA 31408 (912) 748-1818 Commission expires: March 23, 2013

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

Address: 2265 Clements Ferry Road Suite 204 Charleston, SC 29492

Indemnitor: Palmetto Construction Group, LLC (Full Name of Indemnitor)

By: [Signature] (Signature)

SS# or Fed. Tax ID #: 57-1109470

John M. Kendle, Jr., Managing Member (Name and Title)

STATE OF SC COUNTY OF Berkeley SS

On this 2nd day of April, 2012, before me personally came John M. Kendle, Jr. to me known, who, being by me duly sworn, deposes and says that he resides in Charleston, SC that he is the Managing Member of Palmetto Construction Group, LLC the Limited Liability Company described in and which executed the foregoing instrument; that same is authorized under the Articles of Organization and the Operating Agreement as amended and in effect this date to execute the foregoing instrument and so bind the Limited Liability Company.

Notary Public: [Signature] Notary registration no.: N/A Address and telephone no.: 134 Two Pond Loop Ladson SC 29456 843 670 2670 Commission expires: 2/10/19

Instructions: If the Indemnitor is an individual, type full name, sign on next line, and fill in address, SS #, and DOB. If the Indemnitor is a corporation, type full name, impress with seal, sign on next line along with capacity of officer signing, and fill in corporate address and Fed. Tax ID #. A corporate resolution authorizing the officer to execute this Agreement should also be attached, if partnership, type firm name, with signature of the partner signing on behalf, and fill in firm address and Fed. Tax ID #. Each partner should sign as an indemnitor. This instrument should be dated, each signature block filled out completely, and all signatures must be properly acknowledged in the presence of a Notary Public. Attach additional signature blocks and acknowledgement forms if necessary.

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

RESOLUTION

Ratifying/Execution of General Indemnity Agreement

At a special meeting of the Members of the Palmetto Construction Group, LLC (hereinafter called Company), duly called and held on the 2nd day of April, 2012, a quorum being present, the following Preambles and Resolutions were adopted:

“Whereas, this Company is materially interested through teaming agreement in transactions in connection with which Restoration Specialists, LLC (hereafter call the Principal) has applied or may hereafter apply to The Hanover Insurance Company and/or the Massachusetts Bay Insurance Company and/or Citizens Insurance Company of America, (hereinafter called Surety) for bonds or undertakings; and

WHEREAS, the Surety is not willing to execute such bonds or undertakings as surety unless it receives the written indemnity of this Company;

RESOLVED, that this Company hereby has requested/intends to request the Surety to execute or procure to be executed such bonds, undertakings and instruments of guarantee as said Principal may require in connection with its business and to renew or continue the same from time to time.

RESOLVED FURTHER, that individuals authorized to execute documents on behalf of this Company, he and hereby are authorized and empowered to execute and/or ratify the execution and indemnity agreement or agreements required by the Surety as consideration for the execution by it of any bond or undertaking on behalf of said Principal.

RESOLVED FURTHER, that the said individuals be and hereby are authorized and empowered, at any time prior or subsequent to the execution by said Surety of any such bonds or undertakings, to execute any and all amendments to said indemnity agreement or agreements and to execute any other or further agreements relating to any such bonds or undertakings or to any collateral that may have been deposited with the Surety in connection therewith; and to take any and all other actions that may be requested or required by the Surety in the premises.”

I, John M. Kendle, Managing Member of the Palmetto Construction Group, LLC

have compared the foregoing preambles and resolutions with the original thereof, as recorded in the records of said Company, and do certify that the same are correct and true transcripts therefrom, and the whole of said original preambles and resolutions.

Given under my hand and the seal of the Company, in the City of Charleston State of SC this 2nd day of April, 2012
John M. Kendle
, Managing Member

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

RESOLUTION

Ratifying/Execution of General Indemnity Agreement

At a special meeting of the Members of the Restoration Specialists, LLC (hereinafter called Company), duly called and held on the 11 day of April, 2012, a quorum being present, the following Preambles and Resolutions were adopted:

"Whereas, this Company is materially interested through teaming agreement in transactions in connection with which Palmetto Construction Group, LLC (hereafter call the Principal) has applied or may hereafter apply to The Hanover Insurance Company and/or the Massachusetts Bay Insurance Company and/or Citizens Insurance Company of America, (hereinafter called Surety) for bonds or undertakings; and

WHEREAS, the Surety is not willing to execute such bonds or undertakings as surety unless it receives the written indemnity of this Company;

RESOLVED, that this Company hereby has requested/intends to request the Surety to execute or procure to be executed such bonds, undertakings and instruments of guarantee as said Principal may require in connection with its business and to renew or continue the same from time to time.

RESOLVED FURTHER, that individuals authorized to execute documents on behalf of this Company, be and hereby are authorized and empowered to execute and/or ratify the execution and indemnity agreement or agreements required by the Surety as consideration for the execution by it of any bond or undertaking on behalf of said Principal.

RESOLVED FURTHER, that the said individuals be and hereby are authorized and empowered, at any time prior or subsequent to the execution by said Surety of any such bonds or undertakings, to execute any and all amendments to said indemnity agreement or agreements and to execute any other or further agreements relating to any such bonds or undertakings or to any collateral that may have been deposited with the Surety in connection therewith; and to take any and all other actions that may be requested or required by the Surety in the premises."

I, Reuben Mark Ward, Managing Member of the Restoration Specialists, LLC

have compared the foregoing preambles and resolutions with the original thereof, as recorded in the records of said Company, and do certify that the same are correct and true transcripts therefrom, and the whole of said original preambles and resolutions.

Given under my hand and the seal of the Company, in

the City of Savannah State of Geo

this 11 day of April, 2012

[Signature]
, Managing Member

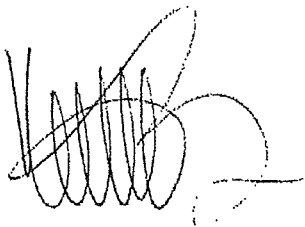
Mark, please sign and have your wife sign where the yellow tags are.

~~All signatures need to be notarized~~

I have also included a fed ex envelope inside with a shipping ticket already printed out. Once you have filled out the forms please just put it in the fed ex envelope and drop in a drop box.

Thanks,

Kassy



Mark,
Please have your signatures notarized (including seal) where indicated, and also please date the resolutions. Thanks.



PERFORMANCE BOND <i>(See Instructions on reverse)</i>	DATE BOND EXECUTED <i>(Must be same or later than date of contract)</i> April 23, 2012	OMB No.: 9000-0045
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Public reporting burden for this collection of information is estimated to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, D.C. 20405

PRINCIPAL <i>(Legal name and business address)</i> Restoration Specialists, LLC P. O. Box 5352 Savannah, GA 31414	TYPE OF ORGANIZATION <i>("X" one)</i> <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input checked="" type="checkbox"/> CORPORATION STATE OF INCORPORATION: GA
--	--

SURETY(IES) <i>(Name(s) and business address(es))</i> The Hanover Insurance Company 440 Lincoln Street Worcester, MA 01653	PENAL SUM OF BOND <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th>MILLION(S)</th> <th>THOUSAND(S)</th> <th>HUNDRED(S)</th> <th>CENTS</th> </tr> <tr> <td>5</td> <td>999</td> <td>360</td> <td>00</td> </tr> </table> CONTRACT DATE CONTRACT NO. March 13, 2012 VA247-C-0035	MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS	5	999	360	00
MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS						
5	999	360	00						

OBLIGATION:

We, the Principal and Surety(ies), are firmly bound to the United States of America, (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The Principal has entered into the contract identified above.

THEREFORE:

The above obligation is void if the Principal -

(a)(1) Performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of the contract during the original term of the contract and any extensions thereof that are granted by the Government, with or without notice to the Surety(ies), and during the life of any guaranty required under the contract, and (2) performs and fulfills all the undertakings, covenants, terms conditions, and agreements of any and all duly authorized modifications of the contract that hereafter are made. Notice of those modifications to the Surety(ies) are waived.

(b) Pays to the Government the full amount of the taxes imposed by the Government, if the said contract is subject to the Miller Act, (40 U.S.C. 270a-270e), which are collected, deducted, or withheld from wages paid by the Principal in carrying out the construction contract with respect to which this bond is furnished.

WITNESS:

The Principal and Surety(ies) executed this performance bond and affixed their seals on the above date.

Restoration Specialists, LLC PRINCIPAL			
SIGNATURE(S)	1. _____ <small>(Seal)</small>	2. _____ <small>(Seal)</small>	3. _____ <small>(Seal)</small>
NAME(S) & TITLE(S) <i>(Typed)</i>	1. _____	2. _____	3. _____
INDIVIDUAL SURETY(IES)			
SIGNATURE(S)	1. _____ <small>(Seal)</small>	2. _____ <small>(Seal)</small>	
NAME(S) <i>(Typed)</i>	1. _____	2. _____	
The Hanover Insurance Company CORPORATE SURETY(IES)			
SURETY A	NAME & ADDRESS	440 Lincoln Street Worcester, MA 01653	STATE OF INC. LIABILITY LIMIT NH \$ 96,082,000.00
	SIGNATURE(S)	1. _____	2. _____
	NAME(S) & TITLE(S) <i>(Typed)</i>	1. Laura W. Dennison Attorney-in-Fact	2. _____



CORPORATE SURETY(IES) (Continued)					
SURETY B	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
SURETY C	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
SURETY D	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
SURETY E	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
SURETY F	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
SURETY G	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		

BOND PREMIUM		RATE PER THOUSAND \$ \$15 1st 500M; \$12 next \$2 mil; \$9 next \$2.5mil; \$8 next \$2.5 mil	TOTAL \$61,999.00 \$0.00
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INSTRUCTIONS

1. This form is authorized for use in connection with Government contracts. Any deviation from this form will require the written approval of the Administrator of General Services.
2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of the approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE

- SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.
- (b) Where Individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning their financial capability.
4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
 5. Type the name and title of each person signing this bond in the space provided.

Bond No. 1944091

PAYMENT BOND <i>(See instructions on reverse)</i>	DATE BOND EXECUTED <i>(Must be same or later than date of contract)</i> April 23, 2012	OMB No.: 9000-0045 Expires: 11/30/2012
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Public reporting burden for this collection of information is estimate to average 26 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405.

PRINCIPAL <i>(Legal name and business address)</i> Restoration Specialists, LLC P. O. Box 5352 Savannah, GA 31414	TYPE OF ORGANIZATION <i>(X one)</i> <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input checked="" type="checkbox"/> CORPORATION								
SURETY(IES) <i>(Name(s) and business address(es))</i> The Hanover Insurance Company 440 Lincoln Street Worcester, MA 01653	STATE OF INCORPORATION GA								
PENAL SUM OF BOND									
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width:25%;">MILLION(S)</th> <th style="width:25%;">THOUSAND(S)</th> <th style="width:25%;">HUNDRED(S)</th> <th style="width:25%;">CENTS</th> </tr> <tr> <td style="text-align: center;">5</td> <td style="text-align: center;">999</td> <td style="text-align: center;">860</td> <td style="text-align: center;">00</td> </tr> </table>		MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS	5	999	860	00
MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS						
5	999	860	00						
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width:50%;">CONTRACT DATE</th> <th style="width:50%;">CONTRACT NO.</th> </tr> <tr> <td style="text-align: center;">March 13, 2012</td> <td style="text-align: center;">VA247-C-0035</td> </tr> </table>		CONTRACT DATE	CONTRACT NO.	March 13, 2012	VA247-C-0035				
CONTRACT DATE	CONTRACT NO.								
March 13, 2012	VA247-C-0035								

OBIGATION:

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum, for payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit is indicated, the limit of liability is the full amount of the penal sum.

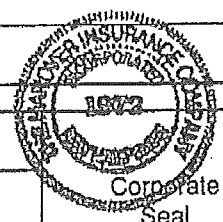
CONDITIONS:

The above obligation is void if the Principal promptly makes payment to all persons having a direct relationship with the Principal or a subcontractor of the Principal for furnishing labor, material or both in the prosecution of the work provided for in the contract identified above, and any authorized modifications of the contract that subsequently are made. Notice of those modifications to the Surety(ies) are waived.

WITNESS:

The Principal and Surety(ies) executed this payment bond and affixed their seals on the above date.

Restoration Specialists, LLC PRINCIPAL			
SIGNATURE(S)	1. _____ <i>(Seal)</i>	2. _____ <i>(Seal)</i>	3. _____ <i>(Seal)</i>
	Corporate Seal		
NAME(S) & TITLE(S) <i>(Typed)</i>	1. _____	2. _____	3. _____
INDIVIDUAL SURETY(IES)			
SIGNATURE(S)	1. _____ <i>(Seal)</i>	2. _____ <i>(Seal)</i>	
NAME(S) <i>(Typed)</i>	1. _____	2. _____	
The Hanover Insurance Company CORPORATE SURETY(IES)			
CITY	NAME & ADDRESS	440 Lincoln Street, Worcester, MA 01653	STATE OF INC. LIABILITY LIMIT NH \$\$\$96,082,000
	SIGNATURE(S)	1. _____	2. _____
	NAME(S) & TITLE(S) <i>(Typed)</i>	1. Laura W. Dennison Attorney-in-Fact	2. _____



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 previous edition is usable

STANDARD FORM 25A (REV. 10-98)
 Prescribed by GSA-FAR (48 CFR) 53.2220(c)

CORPORATE SURETY(IES) (Continued)

	NAME & ADDRESS	1.	STATE OF INC.	LIABILITY LIMIT	
				\$	
SURETY B	SIGNATURE(S)	1.	2.		Corporate Seal
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
	NAME & ADDRESS				
SURETY C	SIGNATURE(S)	1.	2.		Corporate Seal
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
	NAME & ADDRESS				
SURETY D	SIGNATURE(S)	1.	2.		Corporate Seal
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
	NAME & ADDRESS				
SURETY E	SIGNATURE(S)	1.	2.		Corporate Seal
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
	NAME & ADDRESS				
SURETY F	SIGNATURE(S)	1.	2.		Corporate Seal
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
	NAME & ADDRESS				
SURETY G	SIGNATURE(S)	1.	2.		Corporate Seal
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
	NAME & ADDRESS				

INSTRUCTIONS

This form, for the protection of persons supplying labor and material, is used when a payment bond is required under the Act of August 24, 1935, 49 Stat. 793 (40 U.S.C. 270a-270e). Any deviation from this form will require the written approval of the Administrator of General Services.

1. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.

2. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)."

In the space designated "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.

(b) Where individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning their financial capability.

4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.

5. Type the name and title of each person signing this bond in the space provided.



Palmetto Construction Group, LLC.

2265 Clements Ferry Road, Suite 204, Charleston, SC 29492 T: 843.971.7156 F: 843.971.3775

Mark Ward
Restoration Specialists
1042-A East Montague Avenue
Charleston, SC 29405

Date: May 13, 2015

RE: Copy of Signed Contract – VAMC Parking Garage

Mark,

I hope you are doing well. Please find the signed contract attached. I am sorry for the delay as that John gave me this a while back to sign but I forgot to send it back to you.

John tells me that the project is going very well onsite and that it is coming to an end (roughly six weeks to finish). He believes this project will be highly profitable, in excess of \$800,000, which is great news. At this point I believe it is a good time to sit down and open our books to each other since we have the 50/50 profit share at the end of the project.

Please let me hear from you as to when would be a good time to meet. I am glad to travel to Savannah if that is more convenient for you.

If you have any questions please do not hesitate to contact me. Also if you see any other projects to go after that we would be a good fit together on please let me know. Thanks for your help and look forward to hearing back from you.

Sincerely,

A handwritten signature in black ink, appearing to read "Jay Handegan".

Vice President
Palmetto Construction Group, LLC

September 30, 2016

Reuben Mark Ward
Lynnette Pennington Ward
3 Bailey Reach
Savannah, GA 31411

John M. Kendle, Jr.
4520 Oyster Bill Road
Meggett, SC 29449

Stephen C. Dandridge
53 Catfish Court
Ridgeville, SC 29472

Jerry S. Handegan
Jill Gayle Handegan
2000 Brick Kiln Parkway
Mt. Pleasant, SC 29466

Restoration Specialists, LLC
PO Box 5352
Savannah, GA 31414

Palmetto Construction Group, LLC
2265 Clements Ferry Road, Ste. 204
Charleston, SC 29492

Re: Hanover Bond No BCR-1944091-01
Principal: Restoration Specialists, LLC
Obligee: United States of America
Project: VAMC Parking Garage; Contract No. VA247-C-0035; OMB No. 9000-0045
Claim No.: 00-00034093

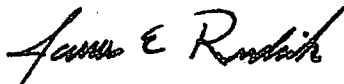
Indemnitors:

Hanover issued the referenced performance and payment bond for the VAMC Parking Garage (the "Project"). To secure the bond, and as an inducement to issue the bond, each of you signed an Indemnity Agreement, making you liable to Hanover for all payments made by the surety. As you are aware, Hanover has been served with over eighteen claims on the bond by various subcontractors and suppliers of Restoration Specialist, LLC with regard to the Project. Hanover conducted its own investigation of the claims pursuant to the Miller Act, 40 U.S.C.S. § 270a et seq., and has sought your input in the payment of these claims including whether any viable defenses to the claims exist, and has made payment to the bond claimants and secured releases of the claims.

Hanover has paid a total of \$1,186,501.71 in claims and expenses with two remaining open claims yet to be resolved, which are reserved at approximately \$258,000 bringing the total amount of paid claims and loss reserve to \$1,425,122. (See attached Claims Catalogue). This total includes reimbursements to date of \$20,000.

Hanover hereby makes demand on each of the indemnitors for the full amount of paid claims, \$1,425,144, pursuant to Paragraph 3 of the Indemnity Agreement.

Sincerely,

A handwritten signature in black ink, appearing to read "James E. Rudnik". The signature is written in a cursive style with a large initial "J" and "R".

James E. Rudnik, Esq.
Director Risk Mitigation - Surety

Palmetto Construction Group/Restoration Specialists, LLC
 Claim No 00-00034903
 CLAIM CATALOG as of 10-3-2016

Claimant Name	Date Received	Date Acknowledged	Date AOC Rec'd	Date sent to Restorat/Palmetto	Claimed Amount	Paid	Balance	Comments
Atlantic Concrete Contractors	727 Industrial Park Dr. Ste 1 Evans, GA 30809	3/22/2016	3/22/2016	3/22/2016	\$ 130,146.00		\$ 130,146.00	4/19 John is negotiating. They cannot produce CO's.
Harper Line Striping	PO Box 2640 Augusta, GA 30914	3/22/2016	3/22/2016		\$ 16,477.00		\$ 16,477.00	

OTHER PAYABLES			
Amano McGann		\$ 27,910.00	\$ 27,910.00

TOTAL Open Payables and Claims \$ 174,533.00 \$ - \$ 174,533.00

COMPLETED CLAIMS								
American Elevator Co.	PO Box 1946 Summerville, SC 29484-1946	1/22/2016	1/22/2016			\$ 87,550.00	\$ 80,000.00	2/17 call from Hidral USA claims American owes \$142,000. Claim deal was for \$80,000
Baker Roofing								4/27/2016 Mark Ward advised that he has paid \$10,000 to Baker and will pay them completely. 5/20 M Ward says he has paid completely.
Berkel & Co Contractors, Inc.	Att'y Jodi Taylor	12/1/2015	N/A	N/A	12/11/2015	\$ 95,340.00	\$ 95,380.00	Settlement pending Att'y is Jodi Taylor at Baker Daniels 4/19 Palmetto is discussing.
Cook & Boardman, LLC	3916 Westpoint Blvd Winston-Salem, NC 27103-6719	1/22/2016	2/18/2016	2/26/2016	4/19/2016	\$ 4,180.44	\$ 4,180.44	5/2 Forwarded Release 5/4/16 Processed check.
Haley Ray				N/A	N/A	\$ 2,200.00		6/3/16 M Ward advises pd
Georgia Drywall	4499 Columbia Rd. Suite 1 Martinez, GA 30907	12/5/2015	1/13/2016	1/14/2016	1/15/2016	\$ 15,106.00	\$ 15,106.00	
Jacobs Land Management	733 Scott Nixon Memorial Dr Augusta, GA 30907	2/18/2016	2/18/2016	2/18/2016		\$ 38,375.00		4/19 Palmetto will follow up 5/20 M Ward says he has paid.
Maner Builders Supply	3787 Martinez Blvd Martinez, GA 30907 Att'y Koger Bradford	1/19/2016	1/19/2016	2/1/2016		\$ 47,696.00	\$ 42,000.00	4/19 Jay will check. Need to find and send documents to Palmetto. 4/26 Email from Palmetto Settled for \$42,000.
Metromont Construction Group	Holcombe Bomar 100 Dunbar, Suite 200 Spartanburg, SC 29306	1/26/2016	1/28/2016	2/9/2016		\$ 290,300.00	\$ 275,000	
Peachtree Awnings	1477 Rosedale Hiram, GA 30141	4/8/2016	4/11/2016	3/15/2016	4/19/2106	\$ 135,996.00	\$ 125,996	4/19 Not much to dispute. Palmetto will call. 6/10/16 CHECK HAS NOT GONE OUT YET. WAITING FOR Signed Release 6/16/16 Processed check.
Reserve Electrical Services, Inc.	922 College Park Rd Summerville, SC 29483	2/1/2016	2/18/2016	3/1/2016	4/19/2016	\$ 188,982.22	\$ 188,986.22	4/19 Reserve did other work for Restoration. Application of payments Issue. Request application of payments from Restoration. 5/2 Spoke with Reserve, Requested account history
Signarama of Orangeburg	607 Boughton St. Orangeburg, SC 29115	1/20/2016	2/18/2016		1/25/2016	\$ 96,603.00	\$ 86,821.16	
Southern Atlantic Mechanical Co.	3770 Fernandale Rd Columbia, SC 29210	12/9/2015	12/11/2015	12/11/2015	1/15/2016	\$ 23,675.00		No response from Restoration as of 1/27/16; Palmetto advises they have reached agrmt 2/2/16
Tripp Land Surveying	916 Dougherty Aiken, SC 29803	1/27/2016	1/27/2016	1/28/2016	4/19/2016	\$ 6,170.00	\$ 6,994.85	
Tupperway Siteworks, LLC	Att'y Jenny Hunycutt	10/7/2015	10/13/2015	11/11/2105	10/13/2015	\$ 310,250.98	\$ 236,708.84	Partial settlement of undisputed amount 4/19 Need to forward docs to Palmetto
Watts & Associates Waterproofing	PO Box 21273 Columbia, SC 29221	2/1/2016	2/18/2016	2/26/2016	4/19/2016	\$ 23,252.20	\$ 23,252.44	4/28/16 Forwarded Release to Watts. PENDING 5/2 Processed check
						\$ 1,100,425.95		



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Claim (00-00034903)

Vacation

Ⓢ | Ⓢ | Bon: BCR-1944091-01 | PRI: PALMETTO CONSTRUCTION GROUP, LLC | DoC: 07/13/2013 | St: Open | Adj: James Rudnik (Bond Claim Team - Contract - VP: Thomas Moses)

Actions

Summary

Workplan

Claim Details

Claimant Files

Contacts

Bond

Financials

Notes

Documents Nav

Draft Correspondence

Plan of Action

Litigation

Compliance

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ENOC Snapshot

Calendar

Recovery

Financials (Total Incurred: \$1,425,122.00): Transactions
 Summary Transactions Checks Financial Audit

Trans Type	Trans Type	Check Number	Pay To	Check Amount	Request Date	Scheduled Send Date	Claimant File#	PMS Feature	Bond Description	Cost Type	Cost Category	HCS Status	User
\$236,708.84	Partial Pmt	07263452	Best Honeycutt, PA IOLTA	\$236,708.84	01/26/2016	01/26/2016	1	01	Surety - Payment Loss	Loss		Submitted	James I
\$95,380.00	Partial Pmt	07285264	Berkel & Co Contractors, Inc.	\$95,380.00	02/11/2016	02/11/2016	1	01	Surety - Payment Loss	Loss		Submitted	James I
\$270,000.00	Partial Pmt	07340806	Metromont Corporation 2802 White Horse Rd Greenville, SC 29611	\$270,000.00	03/24/2016	03/24/2016	1	01	Surety - Payment Loss	Loss		Submitted	James I
\$86,821.16	Partial Pmt	07348358	Signarama Orangeburg 607 Broughton Street Orangeburg, SC 29115	\$86,821.16	03/30/2016	03/30/2016	1	01	Surety - Payment Loss	Loss		Submitted	James I
\$6,106.00	Expense Pmt	07368685	KAZLOW & FIELDS LLC 8100 SANDPIPER CIRCLE SUITE 204 BALTIMORE, MD 21236	\$6,106.00	04/14/2016	04/08/2016	1	01	Surety - Payment Expense - Other	Expert Investigation		Submitted	Andrea
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\$23,252.20	Partial Pmt	07390686	Watts & Associates Waterproof 7416 Fairfield Rd Columbia, SC 29203	\$23,252.20	05/02/2016	05/02/2016	1	01	Surety - Payment Loss	Loss		Submitted	James I
\$4,180.44	Partial Pmt	07394168	Cook & Boardman, LLC 3916 Westpoint Blvd. Winston-Salem, NC 27103	\$4,180.44	05/04/2016	05/04/2016	1	01	Surety - Payment Loss	Loss		Submitted	James I
\$188,986.22	Partial Pmt	07419783	Reserve Electrical Services 922 College Park Rd. Summerville, SC 29483	\$188,986.22	05/24/2016	05/24/2016	1	01	Surety - Payment Loss	Loss		Submitted	Karen T

\$125,966.00	Partial Pmt	07452752	Peachtree Protective Covers 1477 Rosedale Drive Hiram, GA 30141	\$125,966.00	06/20/2016	06/16/2016	1	01	Surety - Payment Loss	Loss	Submitted James I
\$80,000.00	Partial Pmt	07501336	Hidmi USA, Inc. 500 Tillessen Blvd Ridgeway, SC 29130	\$80,000.00	07/28/2016	07/22/2016	1	01	Surety - Payment Loss	Loss	Submitted James I

January 24, 2022

Reuben Mark Ward
Lynnette Pennington Ward
3 Bailey Reach
Savannah, GA 31411

John Kendle, Jr.
4520 Oyster Bill Rd.
Meggett, SC 29449

Stephen C. Dandridge
53 Catfish Court
Ridgeville, SC 29472

Jerry S. Handegan
Jill Gayle Handegan
2000 Brick Kiln Parkway
Mt. Pleasant, SC 29466

Restoration Specialist, LLC
PO Box 5352
Savannah, GA 41414

Palmetto Construction Group, LLC
2265 Clements Ferry Road, Ste. 204
Charleston, SC 29492

Re: Surety: The Hanover Insurance Company
Principal: Restoration Specialist, LLC
Bond No.: BRC-1944091
Claim No.: 00-34903

Indemnitors: Reuben & Lynnette Ward
Stephen Dandridge
John Kendle, Jr.
Jerry & Jill Hadegan
Restoration Specialist, LLC
Palmetto Construction Group, LLC.

Dear Indemnitors:

Please be advised that I am in receipt of Epting & Rannik's request for an updated indemnity demand figure to James Rudnik's prior demand made back on September 30, 2016.

As of today, the total outstanding amount owed to Hanover is \$1,307,978.71.

	Open Recovery Reserves	Remaining Reserves	Future Payments	Total Paid	Recoveries	Net Total Incurred
Claim Total	-	-	-	\$1,327,978.71	\$20,000.00	\$1,307,978.71
(1) General - Bonds Master File Payment - Surety - Payment	-	-	-	\$1,327,978.71	\$20,000.00	\$1,307,978.71
Loss	-	-	-	\$1,321,872.71	\$20,000.00	\$1,301,872.71
Loss USD	-	-	-	\$1,321,872.71	\$20,000.00	\$1,301,872.71
Expense	-	-	-	\$6,106.00		\$6,106.00
Expert Investigation USD	-	-	-	\$6,106.00		\$6,106.00

Hanover hereby makes a demand on each of the indemnitors listed above for the full amount incurred claims totaling \$1,307,978.71, per Paragraph 3 of the Indemnity Agreement

Be advised that Hanover continues to reserve all rights and waives none.

Sincerely,
Hanover Insurance

Brian Lebrun
Lead Bond Claim Representative
blebrun@hanover.com
Cell (857) 271-8930

encl: Rudnik's 9/30/16 Demand Letter.

cc: Epting & Rannik, LLC
Attn: Angel Gross, Legal Assistant
46A State Street
Charleston, SC 29401

Via email only agg@epting-law.com

September 30, 2016

Reuben Mark Ward
Lynnette Pennington Ward
3 Bailey Reach
Savannah, GA 31411

John M. Kendle, Jr.
4520 Oyster Bill Road
Meggett, SC 29449

Stephen C. Dandridge
53 Catfish Court
Ridgeville, SC 29472

Jerry S. Handegan
Jill Gayle Handegan
2000 Brick Kiln Parkway
Mt. Pleasant, SC 29466

Restoration Specialists, LLC
PO Box 5352
Savannah, GA 31414

Palmetto Construction Group, LLC
2265 Clements Ferry Road, Ste. 204
Charleston, SC 29492

Re: Hanover Bond No BCR-1944091-01
Principal: Restoration Specialists, LLC
Obligee: United States of America
Project: VAMC Parking Garage; Contract No. VA247-C-0035; OMB No. 9000-0045
Claim No.: 00-00034093

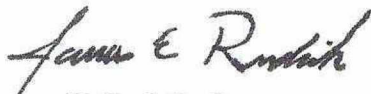
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Hanover has paid a total of \$1,186,501.71 in claims and expenses with two remaining open claims yet to be resolved, which are reserved at approximately \$258,000 bringing the total amount of paid claims and loss reserve to \$1,425,122. (See attached Claims Catalogue). This total includes reimbursements to date of \$20,000.

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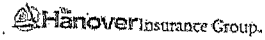
James E. Rudnik, Esq.
Director Risk Mitigation - Surety

Palmetto Construction Group/Restoration Specialists, LLC
 Claim No 00-00034903
 CLAIM CATALOG as of 10-3-2016

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					\$ 16,477.00		\$ 16,477.00	

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Amano McGann	\$ 27,910.00
TOTAL Open Payables and Claims	\$ 174,533.00

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Cook & Boardman, LLC	3916 Westpoint Blvd Winston-Salem, NC 27103-6719	1/22/2016	2/18/2016	2/26/2016	4/19/2016	\$ 4,180.44	\$ 4,180.44	Settlement pending Att'y Is Jodi Taylor at Baker Daniels
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Jacobs Land Management	733 Scott Nixon Memorial Dr Augusta, GA 30907	2/18/2016	2/18/2016	2/18/2016		\$ 15,106.00	\$ 15,106.00	5/4/16 Processed check.
Maner Builders Supply	3787 Martinez Blvd Martinez, GA 30907	1/19/2016	1/19/2016	2/1/2016		\$ 38,375.00		6/3/16 M Ward advises pd
Metromont Construction Group	Att'y Koger Bradford Holcombe Bomar 100 Dunbar, Suite 200 Spartanburg, SC 29306	1/26/2016	1/28/2016	2/3/2016		\$ 47,696.00	\$ 42,000.00	4/19 Palmetto will follow up
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						\$ 1,100,425.95		Partial settlement of undisputed amount
								4/19 Need to forward docs to Palmetto
								4/28/16 Forwarded Release to Watts. PENDING
								5/2 Processed check



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Claim (00-00034903)

Vacation

0 | | Bon: BCR-1944091-01 | PRI: PALMETTO CONSTRUCTION GROUP, LLC | DoC: 07/13/2013 | St: Open | Adj: James Rudnik (Bond Claim Team - Contract - VP: Thomas Moses)

Actions

Summary

Workplan

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Claimant Files

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Bond

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FNOC Snapshot

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Financials (Total Incurred: \$1,425,122.00): Transactions

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Guidewire ClaimCenter (James Rudnik) Claim 00-00034903

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\$80,000.00Partial Pmt	07501336	Hidral USA, INc. 500 Tillessen Blvd Ridgeway,SC 29130	\$80,000.0007/28/2016	07/22/2016	1	01	Surety - Payment Loss	Loss	Submitted James F

Business Entities Online

File, Search, and Retrieve Documents Electronically

ELECTRONICALLY FILED - 2022 Jan 27 2:02 PM - CHARLESTON - COMMON PLEAS - CASE#2016CP1001143

Palmetto Construction Group of SC, LLC

Corporate Information

Entity Type: Limited Liability Company

Status: Good Standing

Domestic/Foreign: Domestic

Incorporated State: South Carolina

Important Dates

Effective Date: 10/30/2000

Expiration Date: N/A

Term End Date: N/A

Dissolved Date: N/A

Registered Agent

Agent: JOHN M KENDLE JR

Address: 2265 Clements Ferry Rd Suite 204
Charleston, South Carolina 29492

Official Documents On File

Filing Type	Filing Date
Articles of Correction	12/08/2021
Articles of Termination	03/22/2019
Change of Agent or Office	08/24/2006
LLC Annual Reports	05/21/2001
Amendment	05/21/2001
Organization	10/30/2000

Former Names

Name	Filing Date
JOHN KENDLE, LLC	N/A
PALMETTO CONSTRUCTION GROUP, LLC	N/A

CERTIFIED TO BE A TRUE AND CORRECT COPY
AS TAKEN FROM AND COMPARED WITH THE
ORIGINAL ON FILE IN THIS OFFICE

Filing ID: 211208-1006549

Filing Date: 12/08/2021

Dec 08 2021
REFERENCE ID: 923334

**STATE OF SOUTH CAROLINA
SECRETARY OF STATE**

**ARTICLES OF CORRECTION
LIMITED LIABILITY COMPANY**


SECRETARY OF STATE OF SOUTH CAROLINA

The limited liability company in accordance with Section 33-44-207 of the 1976 S.C. Code of Laws, as amended corrects a record filed by the Secretary of State, which record contains a false or erroneous statement or was defectively signed.

1. The name of the limited liability company is:

PALMETTO CONSTRUCTION GROUP, LLC

2. That on 12/08/2021 the corporation filed (fill out whichever is applicable):

a. The following described document:

b. The attached document (attach copy of the document).

3. That this document was incorrect in the following manner:

Articles of Termination filed without authorization or knowledge from Palmetto Construction Group, LLC

4. That the incorrect matters stated in Paragraph 3 should be revised as follows:

Corrected Entity Name: Palmetto Construction Group of SC, LLC
Additional Info: Palmetto Construction Group, LLC was wrongly terminated and should be reinstated under the name of Palmetto Construction Group of SC, LLC

Date: 12/08/2021

Signed as Attorney-in-Fact: Jaan G. Rannik

(Signature)

Jaan G. Rannik

(Print Name)

Attorney

(Office)

Form Revised by South Carolina Secretary of State, August 2016
F0036

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF 1 of 2 PAGES

TO OWNER:

Department of Veterans Affairs
501 Green Street, Hatcher Bldg. - Suite 201
Augusta, GA 30901

PROJECT: Parking Garage

PROJECT NO: VA247-12-C-0035

APPLICATION NO:

Distribution to:

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

PERIOD TO: **September 30, 2015**

FROM CONTRACTOR:

Restoration Specialists, LLC
1042-A East Montague Avenue
Charleston, SC 20405

VIA ARCHITECT: N/A

PROJECT NOS:

CONTRACT FOR: Charlie Norwood VA Medical Center Parking Garage

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.

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	\$	5,999,860.00
2. Net change by Change Orders	\$	2,194,168.71
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	8,194,028.71
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	8,108,406.88
5. RETAINAGE:		
a. 0 % of Completed Work (Column D + E on G703)	\$	0.00
b. 0 % of Stored Material (Column F on G703)	\$	\$0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	8,108,406.88
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	\$7,874,195.12
8. CURRENT PAYMENT DUE	\$	234,211.76
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	85,621.83

CONTRACTOR: **Restoration Specialists, LLC**



By: _____ Date: **9/30/2015**

State of: South Carolina County of: **Charleston**
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.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$2,194,168.71	
Total approved this Month	\$0.00	
TOTALS	\$2,194,168.71	
NET CHANGES by Change Order	\$2,194,168.71	

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

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

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

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CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 2 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

APPLICATION NO:

Contractor's signed certification is attached.

APPLICATION DATE: September 30, 2015

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

PERIOD TO: September 30, 2015

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

ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
	General Conditions	\$591,297.83	\$583,734.00	\$5,000.00	\$0.00	\$588,734.00	99.57%	\$2,563.83	\$0.00
	Payment & Performance Bond	\$61,999.00	\$61,999.00	\$0.00	\$0.00	\$61,999.00	100.00%	\$0.00	\$0.00
	Engineering & Design	\$815,000.00	\$815,000.00	\$0.00	\$0.00	\$815,000.00	100.00%	\$0.00	\$0.00
	Mobilization	\$81,500.00	\$81,500.00	\$0.00	\$0.00	\$81,500.00	100.00%	\$0.00	\$0.00
	Silt Fencing / Erosion Control	\$20,000.00	\$20,000.00	\$0.00	\$0.00	\$20,000.00	100.00%	\$0.00	\$0.00
	Site Demolition	\$122,000.00	\$122,000.00	\$0.00	\$0.00	\$122,000.00	100.00%	\$0.00	\$0.00
	Storm Drainage	\$200,000.00	\$200,000.00	\$0.00	\$0.00	\$200,000.00	100.00%	\$0.00	\$0.00
	Water & Sewer	\$99,159.00	\$99,159.00	\$0.00	\$0.00	\$99,159.00	100.00%	\$0.00	\$0.00
	Rough Grading	\$106,000.00	\$106,000.00	\$0.00	\$0.00	\$106,000.00	100.00%	\$0.00	\$0.00
	Aggregate Base	\$66,000.00	\$65,250.00	\$750.00	\$0.00	\$66,000.00	100.00%	\$0.00	\$0.00
	Concrete Curbing	\$31,000.00	\$31,000.00	\$0.00	\$0.00	\$31,000.00	100.00%	\$0.00	\$0.00
	Asphalt Paving	\$79,000.00	\$78,000.00	\$1,000.00	\$0.00	\$79,000.00	100.00%	\$0.00	\$0.00
	Seal Coating	\$4,000.00	\$4,000.00	\$0.00	\$0.00	\$4,000.00	100.00%	\$0.00	\$0.00
	Line Striping (Site Parking)	\$15,000.00	\$7,500.00	\$7,500.00	\$0.00	\$15,000.00	100.00%	\$0.00	\$0.00
	Line Striping (Garage Interior)	\$16,125.00	\$16,125.00	\$0.00	\$0.00	\$16,125.00	100.00%	\$0.00	\$0.00
	Chainlink Fence & Gates	\$21,000.00	\$21,000.00	\$0.00	\$0.00	\$21,000.00	100.00%	\$0.00	\$0.00
	Sodding	\$3,500.00	\$3,000.00	\$500.00	\$0.00	\$3,500.00	100.00%	\$0.00	\$0.00
	Auger Cast Piles	\$493,500.00	\$493,500.00	\$0.00	\$0.00	\$493,500.00	100.00%	\$0.00	\$0.00
	Pile Caps & Grade Beams	\$345,500.00	\$345,500.00	\$0.00	\$0.00	\$345,500.00	100.00%	\$0.00	\$0.00
	4" Slab on Grade / Topping Slabs	\$401,000.00	\$401,000.00	\$0.00	\$0.00	\$401,000.00	100.00%	\$0.00	\$0.00
	Concrete Sidewalks	\$35,000.00	\$35,000.00	\$0.00	\$0.00	\$35,000.00	100.00%	\$0.00	\$0.00
	Precast Material & Erection	\$2,277,000.00	\$2,255,149.99	\$21,850.01	\$0.00	\$2,277,000.00	100.00%	\$0.00	\$0.00
	Masonry	\$19,189.00	\$17,500.00	\$1,689.00	\$0.00	\$19,189.00	100.00%	\$0.00	\$0.00
	Handrails, Pipe Bollards, Miscellaneous Steel	\$106,416.00	\$106,416.00	\$0.00	\$0.00	\$106,416.00	100.00%	\$0.00	\$0.00
	Below Grade Waterproofing	\$36,000.00	\$36,000.00	\$0.00	\$0.00	\$36,000.00	100.00%	\$0.00	\$0.00
	Joint Sealants (S.O.G.)	\$7,500.00	\$7,500.00	\$0.00	\$0.00	\$7,500.00	100.00%	\$0.00	\$0.00
	Joint Sealants (Precast & Vertical Joints)	\$80,000.00	\$80,000.00	\$0.00	\$0.00	\$80,000.00	100.00%	\$0.00	\$0.00
	Roofing at Stair Towers	\$19,000.00	\$19,000.00	\$0.00	\$0.00	\$19,000.00	100.00%	\$0.00	\$0.00
	HM Doors / Frames / Hardware	\$15,000.00	\$15,000.00	\$0.00	\$0.00	\$15,000.00	100.00%	\$0.00	\$0.00
	Aluminum Storefront Frames & Glass	\$32,000.00	\$32,000.00	\$0.00	\$0.00	\$32,000.00	100.00%	\$0.00	\$0.00
	Louvers	\$1,600.00	\$1,600.00	\$0.00	\$0.00	\$1,600.00	100.00%	\$0.00	\$0.00
	Acoustical Ceilings (Security Office)	\$2,000.00	\$2,000.00	\$0.00	\$0.00	\$2,000.00	100.00%	\$0.00	\$0.00
	Louvers	\$2,305.00	\$2,075.00	\$230.00	\$0.00	\$2,305.00	100.00%	\$0.00	\$0.00
	Painting	\$15,980.00	\$12,000.00	\$3,980.00	\$0.00	\$15,980.00	100.00%	\$0.00	\$0.00

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CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 2 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

APPLICATION NO:

Contractor's signed certification is attached.

APPLICATION DATE: September 30, 2015

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

PERIOD TO: September 30, 2015

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

ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
	Signage	\$81,000.00	\$52,000.00	\$25,000.00	\$0.00	\$77,000.00	95.06%	\$4,000.00	\$0.00
	Fire Extinguishers	\$2,541.00	\$2,541.00	\$0.00	\$0.00	\$2,541.00	100.00%	\$0.00	\$0.00
	Prefabricated Canopies	\$132,951.00	\$132,951.00	\$0.00	\$0.00	\$132,951.00	100.00%	\$0.00	\$0.00
	Parking Control Equipment / Decorative Gate	\$14,748.00	\$12,500.00	\$0.00	\$0.00	\$12,500.00	84.76%	\$2,248.00	\$0.00
	Wheel Stops	\$5,350.00	\$4,500.00	\$850.00	\$0.00	\$5,350.00	100.00%	\$0.00	\$0.00
	Elevators	\$255,310.00	\$116,000.00	\$62,500.00	\$0.00	\$178,500.00	69.92%	\$76,810.00	\$0.00
	Deck Storm Drainage	\$229,179.00	\$229,179.00	\$0.00	\$0.00	\$229,179.00	100.00%	\$0.00	\$0.00
	HVAC (Security Office & Elevator Equipment Room)	\$11,402.00	\$11,402.00	\$0.00	\$0.00	\$11,402.00	100.00%	\$0.00	\$0.00
	Electrical / Security / Parking Management	\$414,842.00	\$350,000.00	\$64,842.00	\$0.00	\$414,842.00	100.00%	\$0.00	\$0.00
	MOD # 1 - Temporary Parking Lot	\$670,968.44	\$668,468.44	\$2,500.00	\$0.00	\$670,968.44	100.00%	\$0.00	\$0.00
	MOD # 2 - Design Cost Increases (Disbursed into Schedule of Value)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	100.00%	\$0.00	\$0.00
	MOD # 3 - Design Cost Increases (Disbursed into Schedule of Value)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	100.00%	\$0.00	\$0.00
	MOD # 4 - Temporary Lot (Debris Handling & Testing)	\$20,377.50	\$20,377.50	\$0.00	\$0.00	\$20,377.50	100.00%	\$0.00	\$0.00
	MOD # 5 - Garage Site Testing	\$78,037.75	\$75,742.00	\$2,295.75	\$0.00	\$78,037.75	100.00%	\$0.00	\$0.00
	MOD # 6 - Gas Line Relocation	\$20,542.50	\$20,542.50	\$0.00	\$0.00	\$20,542.50	100.00%	\$0.00	\$0.00
	MOD # 7 - No Cost Time Extension	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	100.00%	\$0.00	\$0.00
	MOD # 8 - Concrete Removal	\$1,483.69	\$1,483.69	\$0.00	\$0.00	\$1,483.69	100.00%	\$0.00	\$0.00
	MOD # 9 - No Cost Canopy Change	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	100.00%	\$0.00	\$0.00
	MOD # 10 - Additional Paving, Striping and Fence Relocation	\$33,725.00	\$0.00	\$33,725.00	\$0.00	\$33,725.00	100.00%	\$0.00	\$0.00
	NOD # 11 - No Cost Elevator Warranty	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	100.00%	\$0.00	\$0.00
	GRAND TOTALS	\$8,194,028.71	\$7,874,195.12	\$234,211.76	\$0.00	\$8,108,406.88	98.96%	\$85,621.83	\$0.00

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THE STATE OF SOUTH CAROLINA
In The Court of Appeals

RECEIVED

Jun 12 2023

SC Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

Mikell R. Scarborough, Master in Equity

Case No. 2016-CP-10-1143
Appellate Case No. 2022-01224

Palmetto Construction Group, LLC Respondent

v.

Restoration Specialists, LLC, Reuben Appellants
Mark Ward, and Lynette Pennington Ward

CERTIFICATE OF COUNSEL

I hereby certify that the Record on Appeal contains all material proposed to be included by any of the parties and not any other material.

May 24, 2023

s/ A. Bright Ariail
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