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S.C. SUPREME COURT

THE STATE OF SOUTH CAROLINA
In The Supreme Court

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

Mikell R. Scarborough, Master in Equity

Case No. 2016-CP-10-1143

Palmetto Construction Group, LLC — Respondent

v.

Restoration Specialists, LLC,
Reuben Mark Ward, and
Lynnette Pennington Ward — Petitioners

APPENDIX TO PETITION FOR WRIT OF CERTIORARI
(Volume 2 of 4)

A. Bright Ariail
SC License #69570
Law Office of A. Bright Ariail, LLC
125E Wappoo Creek Drive, Suite 202
Charleston, SC 29412
843/814-8805
bright@brightariaillaw.com
Attorney for Petitioners

Other Counsel of Record

Andrew K. Epting, Jr.
Jann Gunnar Rannik
Andrew K. Epting, Jr., LLC
46 State Street
Charleston, SC 29401
843/377-1871
Ake@epting-law.com
jgr@epting-law.com

Michelle Nicole Endemann
Clarkson, Walsh & Coulter, P.A.
P. O. Box 2219
Mt. Pleasant, SC 29465

ATTORNEYS FOR RESPONDENTS

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(Received September 6, 2017– S.C. Court of Appeals)

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 SCRCP 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

EXHIBIT T

bright@brightariaillaw.com
125E Wappoo Creek Drive
Suite 202
Charleston, SC 29412
843/814-8805

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

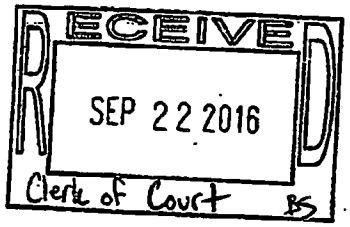
Judge Scarborough,

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@brightariaillaw.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.

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@brightariaillaw.com
843/814-8805

CONFIDENTIALITY NOTICE
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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 <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@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: 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@brightariaillaw.com
843/814-8805

CONFIDENTIALITY NOTICE
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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 <BFishburne@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

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. Insomuch 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@brightariallaw.com 125E Wappoo Creek Drive Suite 202 Charleston, SC 29412 843/814-8805

Law Office of A. Bright Ariail, LLC

October 24, 2016

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

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

Dear Julie;

Enclosed, please find the original and one copy of the Reply to Palmetto Construction's Opposition to Defendants' Motion to Reconsider, Alter and Amend in the above referenced action for filing. Please return one clocked copy to me in the enclosed SASE.

By copy of this letter, I am servicing opposing counsel with same.

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

81409

IN THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

RECEIVED
OCT 28 2016
SC Court of Appeals

The Honorable Mikell R. Scarborough, Master in Equity

2016-CP-10-1143

Palmetto Construction Group, LLC Respondent,

v.

Restoration Specialists, LLC,
Reuben Mark Ward, and
Lynnette Pennington Ward, Appellants.

RESPONDENT'S MOTION TO DISMISS APPEAL AND FOR EXPEDITED REVIEW

COMES NOW the Respondent, Palmetto Construction Group, LLC ("Palmetto"), by and through its undersigned attorneys, and hereby moves, pursuant to Rules 240, 203(b)(1) and 269 SCRAP, for an order dismissing the appeal. Palmetto further moves for expedited review. In support of this motion, Palmetto states as follows:

BACKGROUND

This matter arises out of Palmetto's suit against the Appellants alleging, *inter alia*, that Appellants misappropriated funds from a government construction project, failed to pay its subcontractors and suppliers, and defaulted on its agreements with Palmetto, leaving Palmetto responsible for over $1,400,000.00 to the surety in claims on the payment bond issued for the project.

Palmetto personally served its complaint on the Appellants on March 14, 2016; Appellants failed to answer or otherwise respond. An affidavit of default was filed on April 18, 2016 and on April 21, 2016, The Honorable Roger M. Young entered an order referring the matter to the Master in Equity for all purposes, including a determination of damages.

A damages hearing was scheduled on June 6, 2016. The day before the hearing, counsel appeared on behalf of Appellants and filed a motion to lift the default and compel arbitration. The Court, after considering affidavits and hearing argument, found in its discretion that there was no good to lift the default and set a default damages hearing for October 4, 2016 at 2:00pm. The order served on all parties by the Court on July 18, 2016. Appellants filed a motion to reconsider pursuant to Rule 59 SCRCP on July 27, 2016. The motion to reconsider was scheduled to be heard by the Court on October 11, 2016. Appellants requested that the motions be heard in advance of the damages hearing. The Court elected to keep the hearings as originally scheduled. Appellants have not timely noticed an appeal of the July 18, 2016 interlocutory order, and the motion to reconsider remains pending.

On September 30, 2016, the Respondent was served with a notice of appeal. (Exhibit A). Respondent immediately drafted, served, and filed a motion to dismiss the appeal and sought expedited review of the motion in order that the October 4 damages hearing proceed. (Exhibit B). The parties appeared before the lower court on October 4, though the damages hearing did not proceed. Instead, the Court asked that the parties make a record of their positions as the procedural posture of the case was unusual considering there was no timely appeal of the interlocutory order denying the motion to lift the default and the Rule 59 motions remained pending. Briefs were filed by both sides with regard to Appellants' Rule 59 motion.

On October 5, Palmetto's counsel received a letter from this Court returning its motion to dismiss as the Court had no record of such an appeal. (Exhibit C). Also on October 5, Palmetto's counsel was served by facsimile with a copy of another notice of appeal, different than the one previously served. (Exhibit D). On October 6, 2016, Palmetto's counsel was served by facsimile with yet another version of the notice of appeal. (Exhibit E). On October 13, 2016, Palmetto received a copy of a letter from the Court of Appeals, which returned Appellants' October 6 notice of appeal together with the portions of the transcripts that Appellants attached to the notice as "transcripts are not part of a notice of appeal." (Exhibit F).

SUMMARY OF ARGUMENT

The appeal must be dismissed as it is: (1) defective on the face of the notice of appeal as there is no final appealable order attached to the notice; (2) untimely; (3) interlocutory; and (4) without merit and filed solely for the purpose of delay.

ARGUMENT

None of the three notices of appeal attach an order appealed from as required by Rule 203 SCRAP. As there is no appealable order, all three notices are defective and the appeal must be dismissed.

The July 18, 2016 order is not immediately appealable in the first instance as an order denying a motion to be relieved from default is interlocutory and therefore not appealable until after the entry of default judgment. *Thynes v. Lloyd*, 294 S.C. 152, 153, 363 S.E.2d 122, 122 (Ct. App. 1987) ("an order refusing to grant relief from the entry of default is not appealable until after final judgment."). Further, Appellants did not notice their appeal until September 30, 2016 (or maybe even as late as October 6, 2016), more than seventy-five days after the interlocutory order was received. Therefore, the appeal is untimely and must be dismissed. See Rule 203(b)(1) SCRAP

(requiring that a notice of appeal be served on all respondents within thirty (30) days after receipt of written notice of entry of the order or judgment).

Appellants argue that declining to move the previously scheduled damages hearing to a date after the motion to reconsider "effectively denies" the motion, though it remains pending before the Court. As the Court has not yet heard the motion to reconsider, there is no order to appeal. See, e.g., *Ateyeh v. United of Omaha Life Ins. Co.*, 293 S.C. 436, 437, 361 S.E.2d 340, 340 (Ct. App. 1987)(discussing appealable orders in the context of motions to lift default); see also Rule 201 SCRAP.

The appeal must be dismissed.

CONCLUSION

For the reasons above, Palmetto respectfully requests that the appeal be dismissed. Palmetto further seeks expedited review of this matter in order to mitigate its damages.

Respectfully Submitted by:

ANDREW K. EPTING, JR., LLC

BY: _____

Andrew K. Epting, Jr.
Michelle N. Endemann
46aState Street, Charleston, SC 29401
P: 843-377-1871
F: 843-377-1310
ake@epting-law.com; mne@epting-law.com

ATTORNEYS FOR PLAINTIFF

On this 27th day of October, 2016
Charleston, South Carolina

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas for the Ninth Circuit

Mikell R. Scarborough, Master-In-Equity

CASE NO. 2016-CP-10-1143

RECEIVED
OCT 28 2016
SC Court of Appeals

Palmetto Construction Group, (Respondent)

v.

Restoration Specialists, LLC, Reuben Mark Ward, and Lynnette Pennington Ward. (Appellants).

PROOF OF SERVICE

I certify that I have served the Respondent's Emergency Motion to Dismiss Appeal and for Expedited Review on all counsel of record by depositing a copy in the United States Mail, Postage prepaid, on October 27, 2016, addressed as follows:

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

ANDREW K. EPTING, JR., LLC

By _____
Andrew K. Epting, Jr.
Michelle N. Endemann
46A State Street, Charleston, SC 29401
Phone: 843-377-1871; Fax: 843-377-1310

Attorneys For Respondent

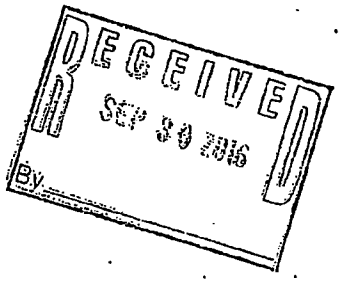
LAW OFFICE OF A. BRIGHT ARIAIL, LLC

125E WAPPOO CREEK DRIVE, SUITE 202
CHARLESTON, SC 29412
bright@brightariaillaaw.com

A. Bright Ariail, Esquire

Telephone: (843) 814-8805
Facsimile: (843) 266-0538

September 30, 2016



VIA HAND DELIVERY
Andrew K. Epting, Jr.
Michelle N. Endemann
ANDREW K. EPTING, JR., LLC
46a State Street
Charleston, SC 29401

RE: ***Palmetto Construction Group v. Restoration Specialists, LLC, Reuben Mark Ward, and Lynette Pennington Ward***
Case No. 2016-CP-10-1143

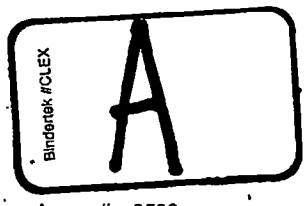
Dear Drew and Michelle:

Enclosed for service upon you please find a Notice of Appeal, together with proof of service, in the above-referenced case.

Sincerely,

A. Bright Ariail

Enclosure: (Notice of Appeal/Proof of Service)

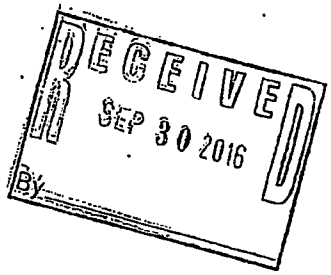


THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

Mikell R. Scarborough, Master in Equity

Case No. 2016-CP-10-1143



Palmetto Construction Group, Respondent,

v.

Restoration Specialists, LLC,
Reuben Mark Ward, and
Lynnette Pennington Ward Appellants.

NOTICE OF APPEAL

Restoration Specialists, LLC, Reuben Mark Ward, and Lynnette Pennington Ward appeal the Bench and Formal Orders of the Honorable Mikell R. Scarborough dated July 14, 2016. The Court's orders: (a): Denied Appellant's Motion to Lift Entry of Default for lack of good cause; (b): Denied Appellant's Motion to Stay and Compel Arbitration on the basis of default; and (c): Set a damages hearing for October 4, 2016. Appellants received written notice of entry of these orders on July 18, 2016.

Appellants filed a Motion to Reconsider and to Alter and Amend the Court's orders pursuant to SCRCP 59(e) and applicable case law on July 27, 2016. The Court scheduled the hearing on Appellants' motion for October 11, 2016. On September 7, 2016, standing on their rights to arbitration, the Appellants requested the Court to schedule the hearing on Appellants' motion prior to the October 4, 2016 damages hearing.

On September, 7, 2016, the Court replied to Appellants' request and made the decision to switch the hearing dates, with the motions hearing to be held on October 4, 2016 and, if necessary, the damages hearing to be held on October 11, 2016. The Court asked the parties to advise if this plan was acceptable. The Appellants informed the Court that this plan was acceptable. The Respondent notified the Court that it would defer to the Court, but preferred the damages hearing to be held on October 4, 2016 and the motions hearing to be held on October 11, 2016.

After further consideration, the Court then rendered a decision not to switch the hearing dates and informed the parties that the damages hearing would be held on October 4, 2016 and the motions hearing would be held October 11, 2016. Appellants received written notice of the Court's decision on September 12, 2016.

The Court's decision to proceed with the damages hearing and not hear the Appellant's Rule 59(e) prior thereto effectively denies this motion and proceeding with the damages hearing under these circumstances would severely prejudice Appellants' rights to arbitration. Therefore, subject to, without waiving, and fully preserving their rights to arbitration, the Appellants hereby file the instant appeal in this matter.

September 29, 2016

A. Bright Ariail
Law Office of A. Bright Ariail, LLC
125 Wappoo Creek Drive
Building E, Suite 202
Charleston, S.C. 29412
(843) 814-8805
Attorney for Appellants

Other Counsel of Record:
Andrew K. Epting, Jr.
Michelle N. Endemann
Andrew K. Epting, Jr., LLC
46A State Street
Charleston, S.C. 29401
(843) 377-1871
Attorneys for Respondent

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

Palmetto Construction Group, Respondent,

v.

Restoration Specialists, LLC,
Reuben Mark Ward, and
Lynnette Pennington Ward Appellants.

PROOF OF SERVICE

I certify that I have served the Notice of Appeal on Palmetto Construction Group by depositing a copy of it in the United States Mail, postage prepaid, on September 30, 2016, addressed to Palmetto Constructions Group's attorneys of record, Andrew K. Epting, Jr. and Michelle N. Endemann, Adrew K. Epting, Jr., LLC, 46A State Street, Charleston, South Carolina 29401 and by delivering a copy of it to Palmetto Construction Group's attorneys of record, Andrew K. Epting, Jr. and Michelle N. Endemann, at their office at 46A State Street, Charleston, South Carolina 29401, on September 30, 2016.

September 30, 2016

A. Bright Ariail
Law Office of A. Bright Ariail, LLC
125 Wappoo Creek Drive
Building E, Suite 202
Charleston, S.C. 29412
(843) 814-8805
Attorney for Appellants

IN THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

The Honorable Mikell R. Scarborough, Master in Equity

2016-CP-10-1143

Palmetto Construction Group, LLC Respondent,

v.

Restoration Specialists, LLC,
Reuben Mark Ward, and
Lynnette Pennington Ward, Appellants.

RESPONDENTS' EMERGENCY MOTION TO DISMISS APPEAL AND FOR EXPEDITED REVIEW

COMES NOW the Respondent, Palmetto Construction Group, LLC ("Palmetto"), by and through its undersigned attorneys, and hereby moves, pursuant to Rules 240, 203(b)(1) and 269 SCRAP, for an order dismissing the appeal. Palmetto further moves for expedited review of this motion in order to attempt to mitigate its damages. In support of this motion, Palmetto states as follows:

BACKGROUND

This matter arises out of Palmetto's suit against the Appellants alleging, *inter alia*, that Appellants misappropriated funds from a government construction project, failed to pay its subcontractors and suppliers, and defaulted on its agreements with Palmetto, leaving Palmetto

Bindertek #CLEK
B
Appendix 0510

responsible for over $1,400,000.00 to the surety in claims on the payment bond issued for the project.

Palmetto personally served its complaint on the Appellants, but the Appellants failed to file an answer or otherwise respond. An affidavit of default was filed on April 18, 2016 and on April 21, 2016, The Honorable Roger M. Young entered an order referring the matter to the Master in Equity for a default damages hearing and for all other matters.

A damages hearing was scheduled on June 6, 2016. The day before the hearing, counsel appeared on behalf of Appellants and filed a motion to lift the default and compel arbitration. The motions were heard, and the Court, after considering affidavits and hearing argument, found in its discretion that there was no good cause shown such that the default should be lifted. The order set a default damages hearing for October 4, 2016 at 2:00pm and was served on all parties by the Court on July 18, 2016.

Appellants filed a motion to reconsider pursuant to Rule 59 SCRCP on July 27, 2016. The motion to reconsider was scheduled to be heard by the Court on October 11, 2016. Respondents wrote the Court on September 7, asking that the motions be heard in advance of the damages hearing. After some consideration, the Court elected to keep the hearing as originally scheduled with the damages hearing on October 4 and the motion to reconsider be heard on October 11. Appellants never timely noticed an appeal of the July 18, 2016 order, which is interlocutory, and the motion to reconsider is pending.

ARGUMENT

The July 18, 2016 order is not immediately appealable in the first instance as an order denying a motion to be relieved from default is interlocutory and therefore not appealable until after the entry of default judgment. *Thynes v. Lloyd*, 294 S.C. 152, 153, 363 S.E.2d 122, 122 (Ct.

App. 1987) ("an order refusing to grant relief from the entry of default is not appealable until after final judgment."). Further, Appellants did not notice their appeal until September 30, 2016, some seventy-four days after the order was received; therefore, the appeal is untimely and must be dismissed. See Rule 203(b)(1) SCRAP (requiring that a notice of appeal be served on all respondents within thirty (30) days after receipt of written notice of entry of the order or judgment).

Appellants argue that declining to move the previously scheduled damages hearing to a date after the motion to reconsider "effectively denies" the motion, though it remains pending before the Court. As the Court has not yet heard the motion to reconsider, there is no order to appeal. See, e.g., *Ateyeh v. United of Omaha Life Ins. Co.*, 293 S.C. 436, 437, 361 S.E.2d 340, 340 (Ct. App. 1987)(discussing appealable orders in the context of motions to lift default); see also Rule 201 SCRAP.

The appeal must be dismissed.[1]

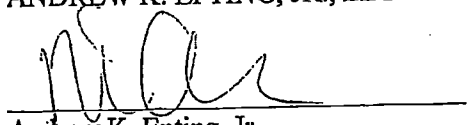
CONCLUSION

For the reasons above, Palmetto respectfully requests that the appeal be dismissed. Palmetto further seeks expedited review of this matter so that the appeal may be resolved in advance of the default damages hearing in order that it proceed as scheduled on October 4, 2016.

[signature on following page]

[1] Palmetto's motion is truncated in an effort to mitigate its damages by filing this appeal in the hopes that it may be dismissed in advance of the damages hearing scheduled for October 4, 2016 so that it may proceed.

ANDREW K. EPTING, JR., LLC

BY: 

Andrew K. Epting, Jr.
Michelle N. Endemann
46aState Street, Charleston, SC 29401
P: 843-377-1871
F: 843-377-1310
ake@epting-law.com; mne@epting-law.com

ATTORNEYS FOR PLAINTIFF

On this 3rd day of October, 2016
Charleston, South Carolina

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas for the Ninth Circuit

Mikell R. Scarborough, Master-In-Equity

CASE NO. 2016-CP-10-1143

Palmetto Construction Group, (Respondent)

v.

Restoration Specialists, LLC, Reuben Mark Ward, and Lynnette Pennington Ward. (Appellants).

PROOF OF SERVICE

I certify that I have served the Respondent's Emergency Motion to Dismiss Appeal and for Expedited Review on all counsel of record by depositing a copy in the United States Mail, Postage prepaid, on October 3, 2016, addressed as follows:

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

ANDREW K. EPTING, JR., LLC

By _____
Andrew K. Epting, Jr.
Michelle N. Endemann
46A State Street, Charleston, SC 29401
Phone: 843-377-1871; Fax: 843-377-1310

Attorneys For Respondent

The South Carolina Court of Appeals

JENNY ABBOTT KITCHINGS
CLERK

V. CLAIRE ALLEN
DEPUTY CLERK

POST OFFICE BOX 11629
COLUMBIA, SOUTH CAROLINA 29211
1220 SENATE STREET
COLUMBIA, SOUTH CAROLINA 29201
TELEPHONE: (803) 734-1890
FAX: (803) 734-1839
www.sccourts.org

October 4, 2016

Andrew K. Epting , Jr., Esq.
Michelle N. Endemann, Esq.
46 A State Street
Charleston, SC 29401

In Re: Palmetto Construction Group v. Restoration Specialists
Motion to Dismiss

Dear Counsel:

We have received your motion to dismiss for the above referenced matter. However, no notice of appeal has been filed under that name or lower court case number. Since no appeal is pending in this Court, we will not accept or take action on your motion to dismiss. We are returning your original documents to you, along with your filing fee, check #4184, in the amount of $50.00.

Very truly yours,

Jay A. Kitchings
Clerk

cc:
A. Bright Ariail, Esq.

Bindertek #CLEX C

LAW OFFICE OF A. BRIGHT ARIAIL, LLC

125-E WAPPOO CREEK DRIVE, SUITE 202
CHARLESTON, SC 29412

(843) 814-8805 (TELEPHONE)
(843) 266-0538 (FACSIMILE)

FACSIMILE TRANSMITTAL SHEET

TO: THE HONORABLE JENNY ABBOTT KITCHINGS	FROM: A. BRIGHT ARIAIL, ESQ
FAX NUMBER (803)-734-1839	DATE: OCTOBER 5, 2016
PHONE NUMBER (803) 734-1890	TOTAL NO. OF PAGES INCLUDING COVER: 12

YOUR REFERENCE:
Appeal - Palmetto Construction Group v. Restoration Specialists, LLC, Reuben Mark Ward, and Lynette Pennington Ward/ Case No; 2016-CP-10-1143

CASE NAME/CASE NUMBER:
.Palmetto Construction Group v. Restoration Specialists, LLC, Reuben Mark Ward, and Lynette Pennington Ward/ Case No: 2016-CP-10-1143

☐ URGENT ☐ FOR REVIEW ☐ PLEASE COMMENT ☐ PLEASE REPLY

NOTES/COMMENTS:

DEAR MS. KITCHINGS:

ENCLOSED PLEASE FIND AN ELECTRONICALLY TRANSMITTED FACSIMILE COPY OF THE FOLLOWING DOCUMENTS IN CONNECTION WITH THE ABOVE-REFERENCED APPEAL:

(1) COVER LETTER FILING NOTICE OF APPEAL OF APPELLANTS RESTORATION SPECIALISTS, LLC, REUBEN MARK WARD, AND LYNNETTE PENNINGTON WARD ("NOTICE OF APPEAL");

(2) NOTICE OF APPEAL;

(3) PROOF OF SERVICE OF THE NOTICE OF APPEAL ON THE RESPONDENT;

(4) THE ORDER(S) WHICH ARE TO BE CHALLENGED ON APPEAL;

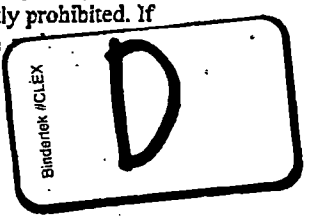
(5) THE FILING FEE CHECK OF $100.00.

THE ORIGINALS OF THESE DOCUMENTS AND THE FILING FEE CHECK WILL BE IMMEDIATELY SENT BY U.S. MAIL TO YOUR OFFICE.

BEST REGARDS,

A. BRIGHT ARIAIL

The information contained in this transmission is privileged and confidential. It is intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copy of this communication is strictly prohibited. If you have read this communication in error, please notify us immediately by telephone and return the original message to us at the above address via the U. S. Postal Service. Thank you.



LAW OFFICE OF A. BRIGHT ARIAIL, LLC

125E WAPPOO CREEK DRIVE, SUITE 202
CHARLESTON, SC 29412
brights@brightariallaw.com

A. Bright Ariail, Esquire

Telephone: (843) 814-8805
Facsimile: (843) 266-0538

October 5, 2016

VIA FACSIMILE (803) 734-1839 & US MAIL
The Honorable Jenny Abbott Kitchings
Clerk, South Carolina Court of Appeals
Post Office Box 11629
Columbia, SC 29211

RE: ***Palmetto Construction Group v. Restoration Specialists, LLC, Reuben Mark Ward, and Lynette Pennington Ward***
Case No. 2016-CP-10-1143

Dear Ms. Kitchings:

Enclosed for filing is a Notice of Appeal in the above case. Also enclosed are the following:

(1) Proof of Service of the Notice of Appeal on the Respondent.

(2) A copy of the order(s) which are to be challenged on appeal.

(3) A filing fee of $100.00.

Please file the Notice of Appeal and return the clocked copy to me in the enclosed SASE. Thank you for your assistance in this matter.

Sincerely,

A. Bright Ariail
Attorney for Appellants

Enclosures
cc: Andrew K. Epting, Jr.,
Michelle N. Endemann
Andrew K. Epting, Jr., LLC
46A State Street
Charleston, S.C. 29401
(843) 377-1871
Attorneys for Respondent

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

Palmetto Construction Group, Respondent,

v.

Restoration Specialists, LLC,
Reuben Mark Ward, and
Lynnette Pennington Ward Appellants.

NOTICE OF APPEAL

Restoration Specialists, LLC, Reuben Mark Ward, and Lynnette Pennington Ward appeal the Bench and Formal Orders of the Honorable Mikell R. Scarborough dated July 14, 2016. The Court's orders: (a): Denied Appellant's Motion to Lift Entry of Default for lack of good cause; (b): Denied Appellant's Motion to Stay and Compel Arbitration on the basis of default; and (c): Set a damages hearing for October 4, 2016. Appellants received written notice of entry of these orders on July 18, 2016.

Appellants filed a Motion to Reconsider and to Alter and Amend the Court's orders pursuant to SCRCP 59(e) and applicable case law on July 27, 2016. The Court scheduled the hearing on Appellants' motion for October 11, 2016. On September 7, 2016, standing on their rights to arbitration, the Appellants requested the Court to schedule the hearing on Appellants' motion prior to the October 4, 2016 damages hearing.

On September, 7, 2016, the Court replied to Appellants' request and made the decision to switch the hearing dates, with the motions hearing to be held on October 4, 2016 and, if necessary, the damages hearing to be held on October 11, 2016. The Court asked the parties to advise if this plan was acceptable. The Appellants informed the Court that this plan was acceptable. The Respondent notified the Court that it would defer to the Court, but preferred the damages hearing to be held on October 4, 2016 and the motions hearing to be held on October 11, 2016.

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After further consideration, the Court then rendered a decision not to switch the hearing dates and informed the parties that the damages hearing would be held on October 4, 2016 and the motions hearing would be held October 11, 2016. Appellants received written notice of the Court's decision on September 12, 2016.

The Court's decision to proceed with the damages hearing and not hear the Appellant's Rule 59(e) prior thereto effectively denies this motion and proceeding with the damages hearing under these circumstances would severely prejudice Appellants' rights to arbitration. Therefore, subject to, without waiving, and fully preserving their rights to arbitration, the Appellants hereby file the instant appeal in this matter.

September 29, 2016

A. Bright Ariail
Law Office of A. Bright Ariail, LLC
125 Wappoo Creek Drive
Building E, Suite 202
Charleston, S.C. 29412
(843) 814-8805
Attorney for Appellants

Other Counsel of Record:
Andrew K. Epting, Jr.
Michelle N. Endemann
Andrew K. Epting, Jr., LLC
46A State Street
Charleston, S.C. 29401
(843) 377-1871
Attorneys for Respondent

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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

Palmetto Construction Group, Respondent,

v.

Restoration Specialists, LLC, Reuben Mark Ward, and Lynnette Pennington Ward Appellants.

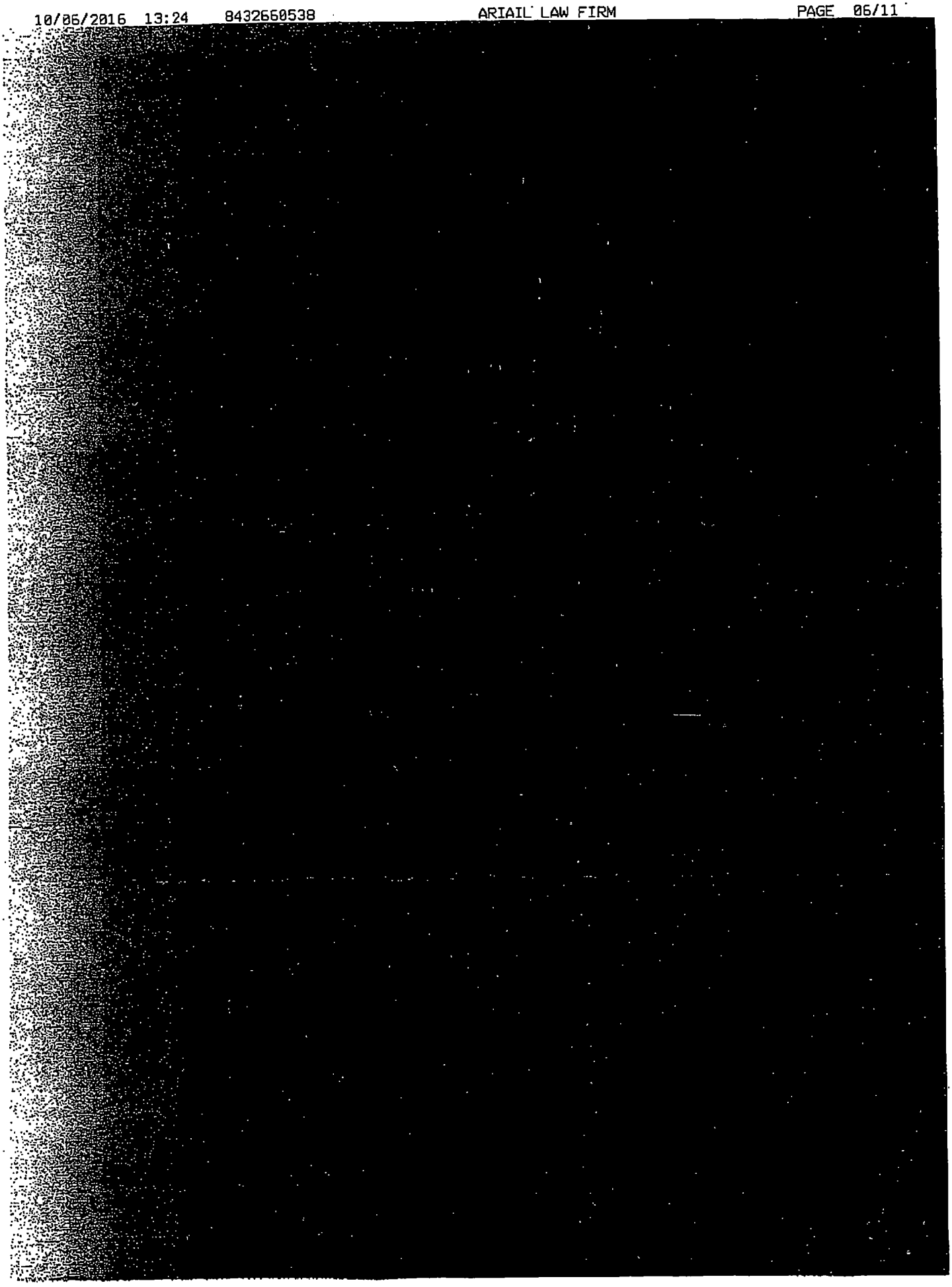
PROOF OF SERVICE

I certify that I have served the Notice of Appeal on Palmetto Construction Group by depositing a copy of it in the United States Mail, postage prepaid, on September 30, 2016, addressed to Palmetto Constructions Group's attorneys of record, Andrew K. Epting, Jr. and Michelle N. Endemann, Adrew K. Epting, Jr., LLC, 46A State Street, Charleston, South Carolina 29401 and by delivering a copy of it to Palmetto Construction Group's attorneys of record, Andrew K. Epting, Jr. and Michelle N. Endemann, at their office at 46A State Street, Charleston, South Carolina 29401, on September 30, 2016.

September 30, 2016

A. Bright Ariail
Law Office of A. Bright Ariail, LLC
125 Wappoo Creek Drive
Building E, Suite 202
Charleston, S.C. 29412
(843) 814-8805
Attorney for Appellants

10/06/2016 15:24 8432660538 ARIAIL LAW FIRM PAGE 05/11
Appendix 0520



STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON	)	IN THE COURT OF COMMON PLEAS FOR THE NINTH JUDICIAL CIRCUIT
PALMETTO CONSTRUCTION GROUP, LLC Plaintiff, vs. RESTORATION SPECIALISTS, LLC, REUBEN MARK WARD, and LYNNETTE PENNINGTON WARD Defendants.	)	CASE NO. 2016-CP-10-1143 **ORDER**

THIS MATTER CAME BEFORE ME on Defendants' motion to be relieved from default;

WHEREAS based on the record and the affidavits before me, Defendants failed to show good cause such that they should be relieved from default;

WHEREAS Defendants filed, on July 11, 2016, a motion to stay and to compel arbitration;

IT IS ORDERED THAT:

1) Defendants' motion to be relieved from default is DENIED;

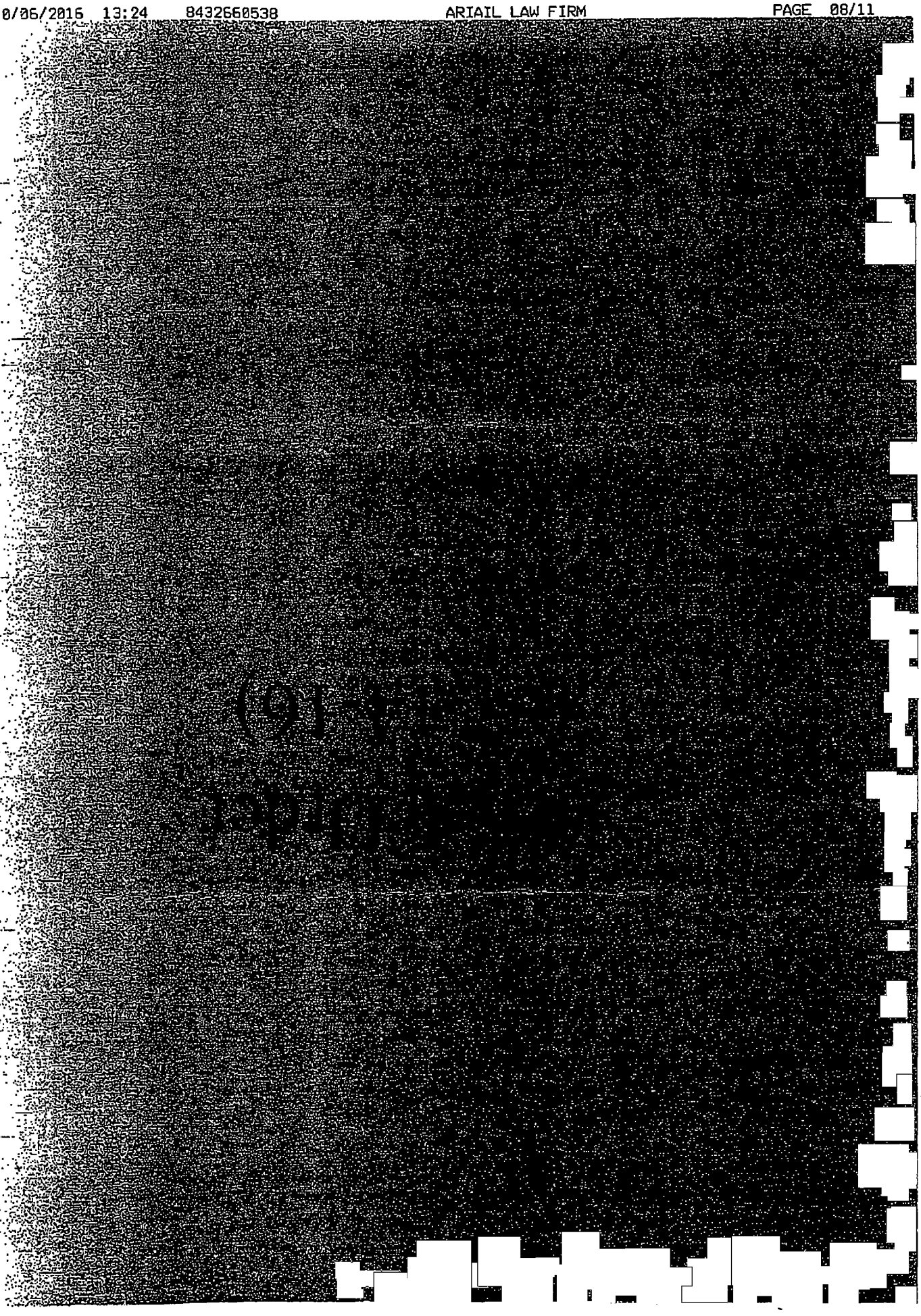
2) A damages hearing is set for October 4, 2016 at 2:00pm; and

3) ~~No ruling is made on~~ Defendants' motion to stay and to compel arbitration is denied as Δ is in default

The Honorable Mikell R. Scarborough
Master in Equity, Charleston County

On this 14 day of July 2016
Charleston, SC

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Appendix 0522



1

STATE OF SOUTH CAROLINA
COURT OF COMMON PLEAS
COUNTY OF CHARLESTON

Palmetto Construction Group,

Plaintiff,

vs. CASE NO. 2016-CP-10-1143

Restoration Specialists, LLC, Reuben Herk Ward, and Lynnette Pennington Ward,

Defendants.

Hearing before the Honorable Mikell R. Scarborough, reported by Christine A. Smith, Court Reporter and Notary Public, at 10:57 a.m. on July 14, 2016 at 100 Broad Street, Charleston, South Carolina.

Christine A. Smith, Court Reporter
Notary Public
P.O. Box [illegible]
Charleston, South Carolina [illegible]
(843) [illegible]
[illegible]@charlestoncounty.org

2

APPEARANCES OF COUNSEL:

ATTORNEYS FOR THE PLAINTIFF:

Andrew K. Epting, Jr., Esq.
Michelle Endemann, Esq.
Andrew K. Epting, Jr., LLC
46A State Street
Charleston, SC 29401
(843) 377-1871
Ake@epting-law.com
Mne@epting-law.com

ATTORNEYS FOR THE DEFENDANT:

A. Bright Ariail, Esq.
Law Office of A. Bright Ariail, LLC
125-E Wappoo Creek Drive
Suite 202
Charleston, SC 29412
(843) 814-8805
Bright@brightariaillaw.com

3

PROCEEDINGS

THE COURT: Palmetto Construction Group versus Restoration Specialists, LLC. For the Plaintiffs is Mr. Drew Epting and Ms. Michelle Endemann. For the Defendants is Ms. Bright Ariail. Good morning, Ms. Ariail. I believe we are here on your motion, are we? Is that what got us here?

MS. ENDEMANN: Judge, I think we are here on a couple of different things that were noticed. I think you set it for sort of a general status after we were here before you about a month ago. Also, there is a Motion to be Relieved from Default that Ms. Ariail has filed, as well as a Motion to Compel Arbitration.

I can give you a little bit of an overview of sort of where we are from last time. I think it would be helpful.

THE COURT: Sure.

MS. ENDEMANN: If you recall, Judge, this is a case where my client, Palmetto Construction has sued a business associate of theirs on a project for the V.A. The agreement between Restoration Specialist and the other Defendants which are the principals of that company and Palmetto was essentially that they

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would work together on a job with the V.A. Restoration was to be the general contractor. Palmetto was to aid Restoration in this job, provide their expertise on a job of this size, provide the bonds that were required in order to complete the project. There would be a split of the profits, and Mr. Ward was the one who had the contracts with the V.A., and then all the subcontractors below.

Unfortunately what happened is Mr. Ward stopped paying his subcontractors. He stopped paying them it looks like all together. We started receiving bond claims coming in toward the end of the job. We didn't know what was going on because we weren't a party to those agreements. We weren't the ones that were paying them. We weren't the ones that were receiving money from the V.A.

So Mr. Ward is getting money from the V.A. He's diverting the funds. His subcontractors filed claims on the bond for which Palmetto was liable, and personally liable, all of its principals, their wives, and now Hanover, the bonding company with surety is looking to us to pay over a million dollars in bond claims.

We were here before you last time for a damages hearing because we had served discovery with

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our Complaint and the Complaint went unanswered. We're here for a damages hearing. We served Mr. Ward with notice of that hearing pursuant to the Rules, and it was then that he had hired Ms. Ariail.

She came and actually had a vacation planned, so we kind of came to an agreement. She was able to get us some of the documents that were owed. The discovery is not complete. In particular we're missing some pretty important things like the payments from the V.A. to Mr. Ward and then where that money went.

From the documents that we have received it appears that the project was pretty profitable with all the subcontractors being paid, and then still some hundreds of thousands of dollars in profit. So we're left looking at records that show there should be a surplus of funds.

Instead we're faced with the surety coming to us and saying, Hey, you owe us over a million dollars. The other problem that my client has is they do a lot of bonded work. They have a surety that says, You owe us over a million dollars. Nobody wants to bond any projects. So time is really, really of the essence here because we can't get work. If we can't get work our business goes under, and all

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of our people don't have jobs, so we're really sort of in dire straits here.

THE COURT: Okay.

MS. ENDEMANN: We were served with this Motion to Compel Arbitration this week, and Your Honor has set it probably for expediency today. We don't think, Your Honor, that we can go forward on that motion. First, we don't think that he can bring the motion, period, because he's in default; and second, it's not properly before this Court as we only got notice of it a couple of days ago.

We think that the tapat here might be to try to get relief from default, get this motion heard, and get it appealed if Your Honor does not rule in their favor and ties this up for several years. If that happens, again, my client's out of business.

What we would like to see happen here today is have a damages hearing set because Mr. Ward is in default. He's not provided the Court with any reasonable explanation for being in default and is not entitled to make this Motion for Arbitration since he is in default. Thank you, Your Honor.

THE COURT: Ms. Ariail, let me hear from you on that one.

MS. ARIAIL: Your Honor, I don't totally agree

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with the facts, but I think the thing that disturbs me the most is the statement that we haven't provided payments from the V.A. We have provided documentation of the amount of payments that have been made.

When we were in front of you a month or so ago there was a — and there still is a standing Motion for Compelling Arbitration by the Plaintiff. They actually filed that. The contract requires it, and there is a motion that has not been heard that was filed by the Plaintiff for compelling arbitration.

In the meantime, despite the requirement for mediation and arbitration, and based on direction from the Court at the last hearing, we have complied with discovery. We have answered discovery. We have been continuously providing documents as we've compiled them, and at my direction my client has concentrated on the financial records rather than the voluminous information that is compiled on a two-or-three-year construction project.

That being said, I think it's proper to hear the Motion to Compel Mediation and Arbitration today. We merely joined what the Plaintiff's have already filed. For that reason I would ask that you go ahead and hear that motion.

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THE COURT: You want to get out of Default first, don't you? I didn't rule on that last time I don't think?

MS. ARIAIL: You did not.

THE COURT: You're right. Mr. Epting and Ms. Endemann, it looks like there was a motion filed back in March to Compel. Is it mediation or arbitration? Is it contract specific?

MS. ENDEMANN: Your Honor, it's a standard Form AIA contract, so there is a provision in there having to do with mediation and arbitration. We did file that motion assuming that we were going to get a responsive pleading and that we would send it to arbitration. That's not what happened in this case. Instead we set aside that motion and asked for an order referring this case to you for a damages hearing which was granted by the Circuit Court.

THE COURT: I've got it. This was filed March 7th. That motion was with those -- that was as a result of the matter to referral. Mr. Ward was served on the 14th of March. The Motion to Set Aside the Entry was there. I recall we had a quick meeting and then you-all did some discovery and I haven't been able to resolve anything. Basically, it's a Motion for a Continuance which we granted. And then

Mr. Ward's affidavit. All right. That rings a bell.

Well, Ms. Ariail, I think the first thing you have to do is get out of default before you can bring affirmative relief. It does appear that the matter was referred over here. I think that took care of the -- the clerk closed out the Motion to Compel the Arbitration because of the fact that it was referred over here. So that based some adjudication on that motion is how the Court considers that.

I think what we were wrestling with last time was whether or not you-all could resolve it. That doesn't look like it's been done. I find that because it was not shown by Mr. Ward in his affidavits that that supported why he was in default I find the Defendant in default and I so order.

So this will be a question of a damages hearing to be set. How much time do you-all want?

MS. ENDEMANN: Your Honor, we probably need about an hour to two hours for the hearing, and we can hear it whenever the Court is available.

THE COURT: Okay.

MS. ARIAIL: Your Honor, I would ask since I have in good faith participated in discovery that I at least be allowed to serve some form of discovery related to damages so that I can prepare properly for

the damages hearing.

THE COURT: Ms. Endemann?

MS. ENDEMANN: I don't think we're in a position, Your Honor, to consent to that. Ms. Ariail can certainly Cross the Plaintiff on any damages that we present at the hearing as is allowed by the Rules, but she isn't allowed to present her own evidence in any event.

We're happy to try to -- most of the documents that we would use in support of our case are her clients and also Hanover's, which are the bond claims spreadsheets and everything, which Hanover is sending directly to her client and which we're happy to provide if that's not happening. I think she has everything that she would need. It would just be the testimony, and of course, she's entitled to Cross under the Rules.

THE COURT: All right. I think that's the case. All right? I'm assuming you've got what you've got. You're entitled to participate in a damages hearing. There's no doubt about that by Cross-Examination but not by putting forth in evidence.

MS. ARIAIL: Right, Your Honor, but to properly prepare to Cross-Examine their witnesses,

I've seen nothing they have. They have discussed an indemnity agreement in the Complaint. I don't have that. My client doesn't have that.

THE COURT: Well, it may expedite the matter to move forward so everybody's talking with the same thing. We don't have to read documents when we're here. I would ask that you-all share what you can in that regard. I'm not going to mandate it because I don't think that's proper. If we don't get it worked out we'll have a hearing in the next, what, 60 days or so?

MS. BECK: I didn't know if this might be something you might want to put on the trial term as a possibility. If not, we've got some time the first week in October.

THE COURT: I can bring you-all back -- I've got some trials coming up. I've been squeezing stuff in there. I've got a trial term in August and one in September. The last week of September?

MS. BECK: Yes, sir, or if they prefer a date certain we can do the first week of October.

MS. ARIAIL: Your Honor, I have a Court-ordered mediation the last week of September, so if we could move it to the first week of October that would be helpful.

THE COURT: Okay.

MS. BECK: The afternoon of the 5th, after those allocation hearings that you set, we can do the rest in the afternoon.

THE COURT: What's going on on the 4th?

MS. BECK: Nothing. That would be fine, too.

THE COURT: Why don't we set this for October 4th at 2:00 p.m. Let's just set it up. That's a Tuesday afternoon the first week of October. Okay?

MS. ENDEMANN: Thank you, Judge.

MR. EPTING: Thank you, Judge.

THE COURT: Very good. I'm just going to do a Form 4, and I'll put that in there. If you-all want to follow up with an order you can. 2:00 p.m.

MS. ENDEMANN: Thank you.

(The proceedings were concluded at 11:11 a.m.)

LAW OFFICE OF A. BRIGHT ARIAIL, LLC

125-E WAPPOO CREEK DRIVE, SUITE 202

CHARLESTON, SC 29412

(843) 814-8805 (TELEPHONE)

(843) 266-0538 (FACSIMILE)

FACSIMILE TRANSMITTAL SHEET

TO:	FROM:
THE HONORABLE JENNY ABBOTT KITCHINGS	A. BRIGHT ARIAIL, ESQ
FAX NUMBER (803)-734-1839	DATE: OCTOBER 6, 2016
PHONE NUMBER (803) 734-1890	TOTAL NO. OF PAGES INCLUDING COVER: 13

YOUR REFERENCE:
Appeal - Palmetto Construction Group v. Restoration Specialists, LLC, Reuben Mark Ward, and Lynette Pennington Ward/ Case No; 2016-CP-10-1143

CASE NAME/CASE NUMBER:
.Palmetto Construction Group v. Restoration Specialists, LLC, Reuben Mark Ward, and Lynette Pennington Ward/ Case No: 2016-CP-10-1143

☐ URGENT ☐ FOR REVIEW ☐ PLEASE COMMENT ☐ PLEASE REPLY

NOTES/COMMENTS:

DEAR MS. KITCHINGS:

ENCLOSED PLEASE FIND AN ELECTRONICALLY TRANSMITTED FACSIMILE COPY OF THE FOLLOWING DOCUMENTS IN CONNECTION WITH THE ABOVE-REFERENCED APPEAL:

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(2) NOTICE OF APPEAL;

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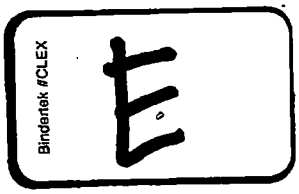
(5) THE FILING FEE CHECK OF $100.00.

WE ARE REFILING THESE DOCUMENTS AS THE COURT REPORTER'S CERTIFICATION OF THE JULY 14, 2016 BENCH ORDER WAS INADVERTANTLY OMITTED FROM OUR OCTOBER 5, 2016 FILING WITH THE COURT OF APPEALS. THE ORIGINALS OF THESE DOCUMENTS AND THE FILING FEE CHECK WILL BE IMMEDIATELY SENT BY U.S. MAIL TO YOUR OFFICE.

BEST REGARDS,

A. BRIGHT ARIAIL

The information contained in this transmission is privileged and confidential. It is intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copy of this communication is strictly prohibited. If you have read this communication in error, please notify us immediately by telephone and return the original message to us at the above address via the U. S. Postal Service. Thank you.



LAW OFFICE OF A. BRIGHT ARIAIL, LLC

125E WAPPOO CREEK DRIVE, SUITE 202
CHARLESTON, SC 29412
bright@brightariailhaw.com

A. Bright Ariail, Esquire

Telephone: (843) 814-8805
Facsimile: (843) 266-0538

October 6, 2016

VIA FACSIMILE (803) 734-1839 & US MAIL
The Honorable Jenny Abbott Kitchings
Clerk, South Carolina Court of Appeals
Post Office Box 11629
Columbia, SC 29211

RE: ***Palmetto Construction Group v. Restoration Specialists, LLC, Reuben Mark Ward, and Lynette Pennington Ward***
Case No. 2016-CP-10-1143

Dear Ms. Kitchings:

Enclosed for filing is a Notice of Appeal in the above case. Also enclosed are the following:

(1) Proof of Service of the Notice of Appeal on the Respondent.

(2) A copy of the order(s) which are to be challenged on appeal.

(3) A filing fee of $100.00.

Please file the Notice of Appeal and return the clocked copy to me in the enclosed SASE. Thank you for your assistance in this matter.

Sincerely,

A. Bright Ariail
Attorney for Appellants

Enclosures
cc: Andrew K. Epting, Jr.,
Michelle N. Endemann
Andrew K Epting, Jr., LLC
46A State Street
Charleston, S.C. 29401
(843) 377-1871
Attorneys for Respondent

10/06/2016 13:08 8432660538 ARIAIL LAW FIRM PAGE 02/12

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

Palmetto Construction Group, Respondent,

v.

Restoration Specialists, LLC,
Reuben Mark Ward, and
Lynnette Pennington Ward Appellants.

NOTICE OF APPEAL

Restoration Specialists, LLC, Reuben Mark Ward, and Lynnette Pennington Ward appeal the Bench and Formal Orders of the Honorable Mikell R. Scarborough dated July 14, 2016. The Court's orders: (a): Denied Appellant's Motion to Lift Entry of Default for lack of good cause; (b): Denied Appellant's Motion to Stay and Compel Arbitration on the basis of default; and (c): Set a damages hearing for October 4, 2016. Appellants received written notice of entry of these orders on July 18, 2016.

Appellants filed a Motion to Reconsider and to Alter and Amend the Court's orders pursuant to SCRCP 59(e) and applicable case law on July 27, 2016. The Court scheduled the hearing on Appellants' motion for October 11, 2016. On September 7, 2016, standing on their rights to arbitration, the Appellants requested the Court to schedule the hearing on Appellants' motion prior to the October 4, 2016 damages hearing.

On September, 7, 2016, the Court replied to Appellants' request and made the decision to switch the hearing dates, with the motions hearing to be held on October 4, 2016 and, if necessary, the damages hearing to be held on October 11, 2016. The Court asked the parties to advise if this plan was acceptable. The Appellants informed the Court that this plan was acceptable. The Respondent notified the Court that it would defer to the Court, but preferred the damages hearing to be held on October 4, 2016 and the motions hearing to be held on October 11, 2016.

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After further consideration, the Court then rendered a decision not to switch the hearing dates and informed the parties that the damages hearing would be held on October 4, 2016 and the motions hearing would be held October 11, 2016. Appellants received written notice of the Court's decision on September 12, 2016.

The Court's decision to proceed with the damages hearing and not hear the Appellant's Rule 59(e) prior thereto effectively denies this motion and proceeding with the damages hearing under these circumstances would severely prejudice Appellants' rights to arbitration. Therefore, subject to, without waiving, and fully preserving their rights to arbitration, the Appellants hereby file the instant appeal in this matter.

September 29, 2016

A. Bright Ariail
Law Office of A. Bright Ariail, LLC
125 Wappoo Creek Drive
Building E, Suite 202
Charleston, S.C. 29412
(843) 814-8805
Attorney for Appellants

Other Counsel of Record:
Andrew K. Epting, Jr.
Michelle N. Endemann
Andrew K. Epting, Jr., LLC
46A State Street
Charleston, S.C. 29401
(843) 377-1871
Attorneys for Respondent

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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

Palmetto Construction Group, Respondent,

v.

Restoration Specialists, LLC,
Reuben Mark Ward, and
Lynnette Pennington Ward Appellants.

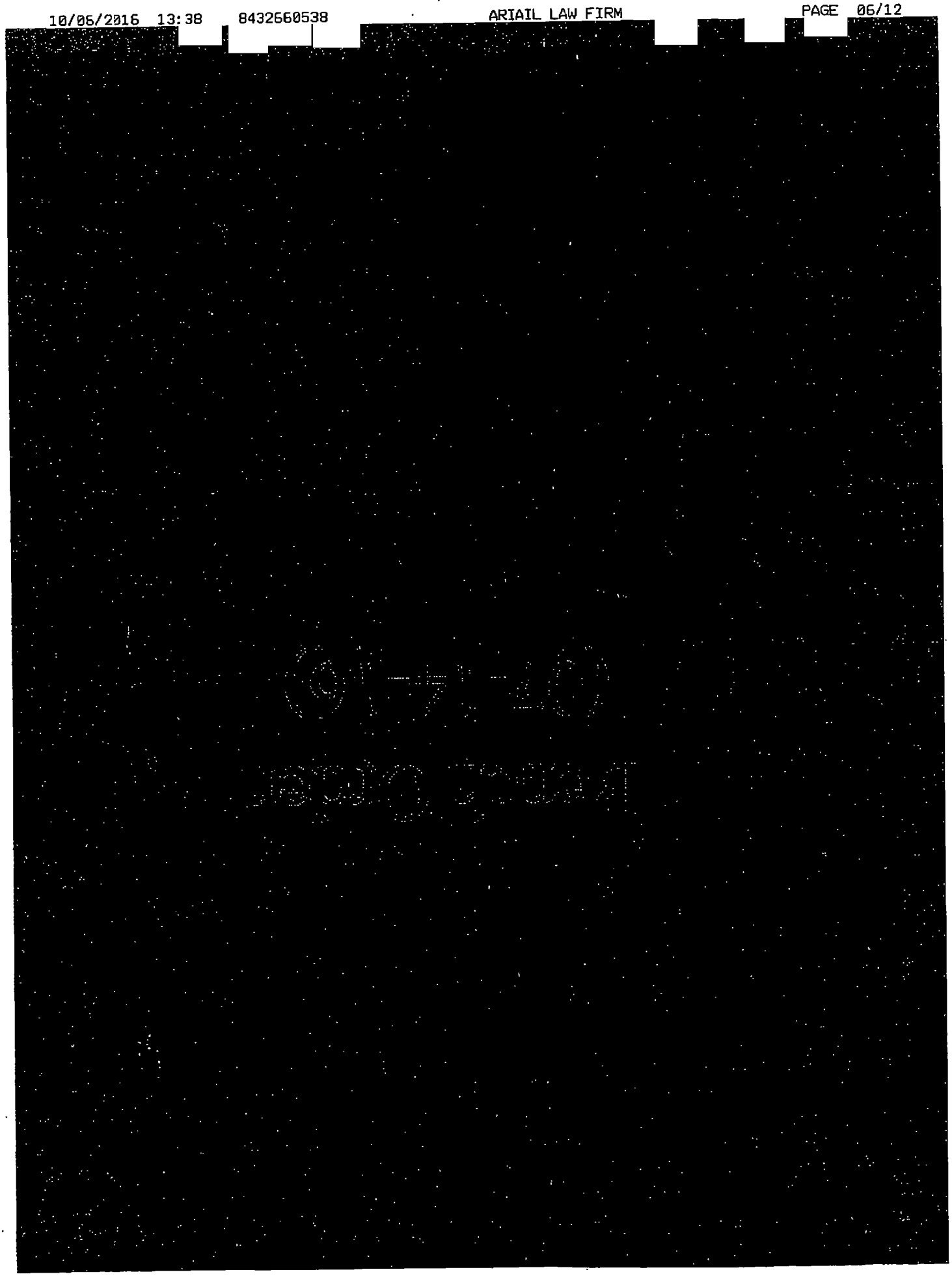
PROOF OF SERVICE

I certify that I have served the Notice of Appeal on Palmetto Construction Group by depositing a copy of it in the United States Mail, postage prepaid, on September 30, 2016, addressed to Palmetto Constructions Group's attorneys of record, Andrew K. Epting, Jr. and Michelle N. Endemann, Adrew K. Epting, Jr., LLC, 46A State Street, Charleston, South Carolina 29401 and by delivering a copy of it to Palmetto Construction Group's attorneys of record, Andrew K. Epting, Jr. and Michelle N. Endemann, at their office at 46A State Street, Charleston, South Carolina 29401, on September 30, 2016.

September 30, 2016

A. Bright Ariail
Law Office of A. Bright Ariail, LLC
125 Wappoo Creek Drive
Building E, Suite 202
Charleston, S.C. 29412
(843) 814-8805
Attorney for Appellants

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Appendix 0331



1

STATE OF SOUTH CAROLINA
COURT OF COMMON PLEAS
COUNTY OF CHARLESTON

Palmetto Construction Group,

Plaintiff,

vs. CASE NO. 2016-CP-10-1149

Restoration Specialists, LLC, Reuben Mark Ward, and Lynnette Pennington Ward,

Defendants.

Hearing before the Honorable Mikell R. Scarborough, reported by Christine A. Smith, Court Reporter and Notary Public, at 10:57 a.m. on July 14, 2016 at 100 Broad Street, Charleston, South Carolina.

Christine A. Smith, Court Reporter
[illegible]

2

APPEARANCES OF COUNSEL:

ATTORNEYS FOR THE PLAINTIFF:

Andrew K. Epting, Jr., Esq.
Michelle Endemann, Esq.
Andrew K. Epting, Jr., LLC
46A State Street
Charleston, SC 29401
(843) 377-1871
Ake@epting-law.com
Mne@epting-law.com

ATTORNEYS FOR THE DEFENDANT:

A. Bright Ariail, Esq.
Law Office of A. Bright Ariail, LLC
125-E Wappoo Creek Drive
Suite 202
Charleston, SC 29412
(843) 814-8805
Bright@brightariaillaw.com

3

PROCEEDINGS

THE COURT: Palmetto Construction Group versus Restoration Specialists, LLC. For the Plaintiffs is Mr. Drew Epting and Ms. Michelle Endemann. For the Defendants is Ms. Bright Ariail. Good morning, Ms. Ariail. I believe we are here on your motion, are we? Is that what got us here?

MS. ENDEMANN: Judge, I think we are here on a couple of different things that were noticed. I think you set it for sort of a general status after we were here before you about a month ago. Also, there is a Motion to be Relieved from Default that Ms. Ariail has filed, as well as a Motion to Compel Arbitration.

I can give you a little bit of an overview of sort of where we are from last time. I think it would be helpful.

THE COURT: Sure.

MS. ENDEMANN: If you recall, Judge, this is a case where my client, Palmetto Construction has sued a business associate of theirs on a project for the V.A. The agreement between Restoration Specialist and the other Defendants which are the principals of that company and Palmetto was essentially that they

4

would work together on a job with the V.A. Restoration was to be the general contractor. Palmetto was to aid Restoration in this job, provide their expertise on a job of this size, provide the bonds that were required in order to complete the project. There would be a split of the profits, and Mr. Ward was the one who had the contracts with the V.A., and then all the subcontractors below.

Unfortunately what happened is Mr. Ward stopped paying his subcontractors. He stopped paying them it looks like all together. We started receiving bond claims coming in toward the end of the job. We didn't know what was going on because we weren't a party to those agreements. We weren't the ones that were paying them. We weren't the ones that were receiving money from the V.A.

So Mr. Ward is getting money from the V.A. He's diverting the funds. His subcontractors filed claims on the bond for which Palmetto was liable, and personally liable, all of its principals, their wives, and now Hanover, the bonding company with surety is looking to us to pay over a million dollars in bond claims.

We were here before you last time for a damages hearing because we had served discovery with

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Appendix 0333

our Complaint and the Complaint went unanswered. We're here for a damages hearing. We served Mr. Ward with notice of that hearing pursuant to the Rules, and it was then that he had hired Ms. Ariail.

She came and actually had a vacation planned, so we kind of came to an agreement. She was able to get us some of the documents that were owed. The discovery is not complete. In particular we're missing some pretty important things like the payments from the V.A. to Mr. Ward and then where that money went.

From the documents that we have received it appears that the project was pretty profitable with all the subcontractors being paid, and then still some hundreds of thousands of dollars in profit. So we're left looking at records that show there should be a surplus of funds.

Instead we're faced with the surety coming to us and saying, Hey, you owe us over a million dollars. The other problem that my client has is they do a lot of bonded work. They have a surety that says, You owe us over a million dollars. Nobody wants to bond any projects. So time is really, really of the essence here because we can't get work. If we can't get work our business goes under, and all

of our people don't have jobs, so we're really sort of in dire straits here.

THE COURT: Okay.

MS. ENDEMANN: We were served with this Motion to Compel Arbitration this week, and Your Honor has set it probably for expediency today. We don't think, Your Honor, that we can go forward on that motion. First, we don't think that he can bring the motion, period, because he's in default; and second, it's not properly before this Court as we only got notice of it a couple of days ago.

We think that the tapat here might be to try to get relief from default, get this motion heard, and get it appealed if Your Honor does not rule in their favor and ties this up for several years. If that happens, again, my client's out of business.

What we would like to see happen here today is have a damages hearing set because Mr. Ward is in default. He's not provided the Court with any reasonable explanation for being in default and is not entitled to make this Motion for Arbitration since he is in default. Thank you, Your Honor.

THE COURT: Ms. Ariail, let me hear from you on that one.

MS. ARIAIL: Your Honor, I don't totally agree

with the facts, but I think the thing that disturbs me the most is the statement that we haven't provided payments from the V.A. We have provided documentation of the amount of payments that have been made.

When we were in front of you a month or so ago there was a — and there still is a standing Motion for Compelling Arbitration by the Plaintiff. They actually filed that. The contract requires it, and there is a motion that has not been heard that was filed by the Plaintiff for compelling arbitration.

In the meantime, despite the requirement for mediation and arbitration, and based on direction from the Court at the last hearing, we have complied with discovery. We have answered discovery. We have been continuously providing documents as we've compiled them, and at my direction my client has concentrated on the financial records rather than the voluminous information that is compiled on a two-or-three-year construction project.

That being said, I think it's proper to hear the Motion to Compel Mediation and Arbitration today. We merely joined what the Plaintiff's have already filed. For that reason I would ask that you go ahead and hear that motion.

THE COURT: You want to get out of Default first, don't you? I didn't rule on that last time I don't think?

MS. ARIAIL: You did not.

THE COURT: You're right. Mr. Epting and Ms. Endemann, it looks like there was a motion filed back in March to Compel. Is it mediation or arbitration? Is it contract specific?

MS. ENDEMANN: Your Honor, it's a standard Form AIA contract, so there is a provision in there having to do with mediation and arbitration. We did file that motion assuming that we were going to get a responsive pleading and that we would send it to arbitration. That's not what happened in this case. Instead we set aside that motion and asked for an order referring this case to you for a damages hearing which was granted by the Circuit Court.

THE COURT: I've got it. This was filed March 7th. That motion was with those -- that was as a result of the matter to referral. Mr. Ward was served on the 14th of March. The Motion to Set Aside the Entry was there. I recall we had a quick meeting and then you-all did some discovery and I haven't been able to resolve anything. Basically, it's a Motion for a Continuance which we granted. And then

Mr. Ward's affidavit. All right. That rings a bell.

Well, Ms. Ariail, I think the first thing you have to do is get out of default before you can bring affirmative relief. It does appear that the matter was referred over here. I think that took care of the -- the clerk closed out the Motion to Compel the Arbitration because of the fact that it was referred over here. So that based some adjudication on that motion is how the Court considers that.

I think what we were wrestling with last time was whether or not you-all could resolve it. That doesn't look like it's been done. I find that because it was not shown by Mr. Ward in his affidavits that that supported why he was in default I find the Defendant in default and I so order.

So this will be a question of a damages hearing to be set. How much time do you-all want?

MS. ENDEMANN: Your Honor, we probably need about an hour to two hours for the hearing, and we can hear it whenever the Court is available.

THE COURT: Okay.

MS. ARIAIL: Your Honor, I would ask since I have in good faith participated in discovery that I at least be allowed to serve some form of discovery related to damages so that I can prepare properly for

the damages hearing.

THE COURT: Ms. Endemann?

MS. ENDEMANN: I don't think we're in a position, Your Honor, to consent to that. Ms. Ariail can certainly Cross the Plaintiff on any damages that we present at the hearing as is allowed by the Rules, but she isn't allowed to present her own evidence in any event.

We're happy to try to -- most of the documents that we would use in support of our case are her clients and also Hanover's, which are the bond claims spreadsheets and everything, which Hanover is sending directly to her client and which we're happy to provide if that's not happening. I think she has everything that she would need. It would just be the testimony, and of course, she's entitled to Cross under the Rules.

THE COURT: All right. I think that's the case. All right? I'm assuming you've got what you've got. You're entitled to participate in a damages hearing. There's no doubt about that by Cross-Examination but not by putting forth in evidence.

MS. ARIAIL: Right, Your Honor, but to properly prepare to Cross-Examine their witnesses,

I've seen nothing they have. They have discussed an indemnity agreement in the Complaint. I don't have that. My client doesn't have that.

THE COURT: Well, it may expedite the matter to move forward so everybody's talking with the same thing. We don't have to read documents when we're here. I would ask that you-all share what you can in that regard. I'm not going to mandate it because I don't think that's proper. If we don't get it worked out we'll have a hearing in the next, what, 60 days or so?

MS. BECK: I didn't know if this might be something you might want to put on the trial term as a possibility. If not, we've got some time the first week in October.

THE COURT: I can bring you-all back -- I've got some trials coming up. I've been squeezing stuff in there. I've got a trial term in August and one in September. The last week of September?

MS. BECK: Yes, sir, or if they prefer a date certain we can do the first week of October.

MS. ARIAIL: Your Honor, I have a Court-ordered mediation the last week of September, so if we could move it to the first week of October that would be helpful.

THE COURT: Okay.

MS. BECK: The afternoon of the 5th, after those allocation hearings that you set, we can do the rest in the afternoon.

THE COURT: What's going on on the 4th?

MS. BECK: Nothing. That would be fine, too.

THE COURT: Why don't we set this for October 4th at 2:00 p.m. Let's just set it up. That's a Tuesday afternoon the first week of October. Okay?

MS. ENDEMANN: Thank you, Judge.

MR. EPTING: Thank you, Judge.

THE COURT: Very good. I'm just going to do a Form 4, and I'll put that in there. If you-all want to follow up with an order you can. 2:00 p.m.

MS. ENDEMANN: Thank you.

(The proceedings were concluded at 11:11 a.m.)

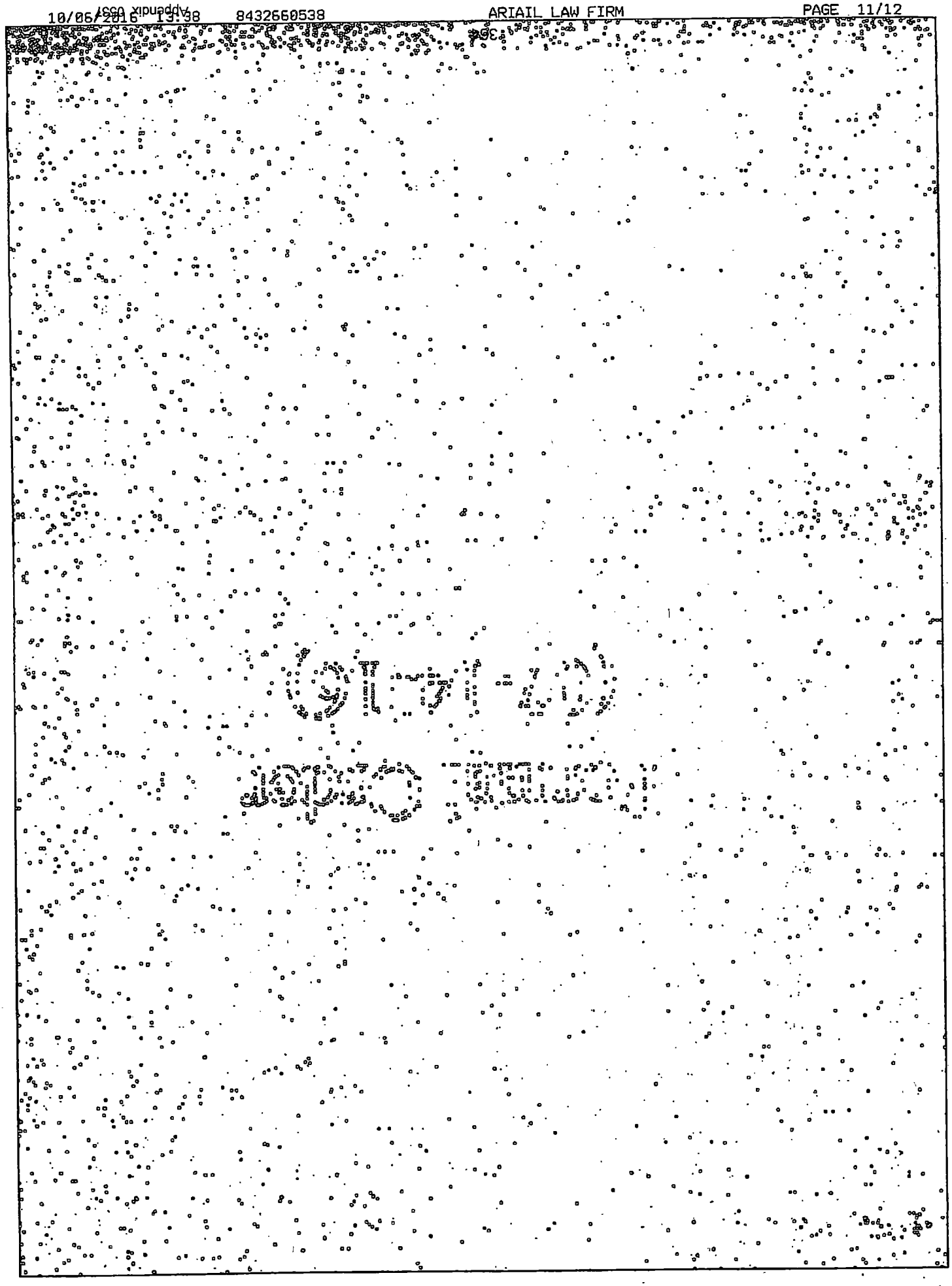
State of South Carolina)
County of Charleston) CERTIFICATE

I, Christine A. Smith, Court Reporter and Notary Public for the State of South Carolina at Large, do hereby certify that the foregoing transcript is a true, accurate, and complete record.

I further certify that I am neither related to nor counsel for any party to the cause pending or interested in the events thereof.

Witness my hand, I have hereunto affixed my official seal this 26th day of July, 2016 at Charleston, Charleston County, South Carolina.

Christine A. Smith
Notary Public
My Commission Expires
May 12, 2021


Appendix 0331

STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON	IN THE COURT OF COMMON PLEAS FOR THE NINTH JUDICIAL CIRCUIT
PALMETTO CONSTRUCTION GROUP, LLC Plaintiff, vs. RESTORATION SPECIALISTS, LLC, REUBEN MARK WARD, and LYNNETTE PENNINGTON WARD Defendants.	CASE NO. 2016-CP-10-1143 **ORDER**

THIS MATTER CAME BEFORE ME on Defendants' motion to be relieved from default;

WHEREAS based on the record and the affidavits before me, Defendants failed to show good cause such that they should be relieved from default;

WHEREAS Defendants filed, on July 11, 2016, a motion to stay and to compel arbitration;

IT IS ORDERED THAT:

1) Defendants' motion to be relieved from default is DENIED;
2) A damages hearing is set for October 4, 2016 at 2:00pm; and
3) ~~No ruling is made on~~ Defendants' motion to stay and to compel arbitration is denied as Δ is in default.

The Honorable Mikell R. Scarborough
Master in Equity, Charleston County

On this 14 day of July 2016
Charleston, SC

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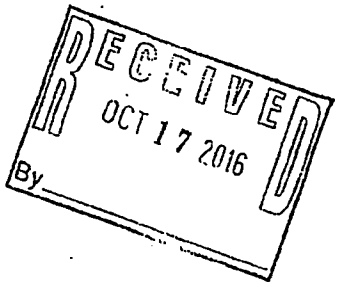
The South Carolina Court of Appeals

JENNY ABBOTT KITCHINGS
CLERK

V. CLAIRE ALLEN
DEPUTY CLERK

POST OFFICE BOX 11629
COLUMBIA, SOUTH CAROLINA 29211
1220 SENATE STREET
COLUMBIA, SOUTH CAROLINA 29201
TELEPHONE: (803) 734-1890
FAX: (803) 734-1839
www.sccourts.org

October 13, 2016



Ms. A. Bright Ariail, Esquire
125E Wappoo Creek Drive
Suite 202
Charleston SC 29412

Re: Palmetto Construction Group, LLC v. Restoration Specialists, LLC
Appellate Case No. 2016-002096

Dear Counsel:

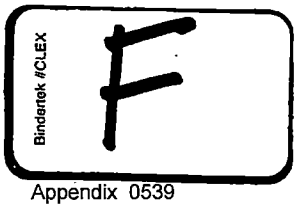
We are returning the second notice of appeal filed with this Court regarding circuit court case no. 2016CP1001143, that includes a cover letter dated October 6, 2016, as it appears to be a duplicate of the notice of appeal filed with this Court with a cover letter dated October 5, 2016. The second notice of appeal filing fee (paid by your check no. 1386) will also be returned to you.

We are also returning copies of the transcript filed with both notices of appeal as they are not a part of a notice of appeal. As the transcript has already been received, the appellants' initial brief and designation of matter are due October 31, 2016.

Very truly yours,

V. Claire Allen, Deputy

CLERK



cc: Andrew K. Epting, Jr., Esquire
Michelle Nicole Endemann, Esquire

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RECEIVED

DEC 06 2016

SC Court of Appeals

IN THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

The Honorable Mikell R. Scarborough, Master in Equity

2016-CP-10-1143
Appellate Case No.: 2016-002308

Palmetto Construction Group, LLC Respondent,

v.

Restoration Specialists, LLC,
Reuben Mark Ward, and
Lynnette Pennington Ward, Appellants.

RESPONDENT'S
MOTION TO DISMISS THE APPEAL

Respondent, Palmetto Construction Group, LLC ("Palmetto"), files its motion to dismiss the appeal on the following grounds:

A. Background Facts

This matter arises out of Palmetto's suit against Appellants alleging, inter alia, that the Defendants misappropriated funds from a government construction project, failed to pay the subcontractors and suppliers, and defaulted on its agreements with Palmetto and the indemnity agreement with the surety, leaving Palmetto responsible for over $1,400,000.00 to the surety in claims on the payment bond issued for the project.

Palmetto personally served its complaint on the Appellants on March 14, 2016, but the Appellants failed to answer. An affidavit of default was filed on April 18, 2016, and on April 21, 2016, The Honorable Roger M. Young entered an order referring the matter to the Master in Equity. A damages hearing was scheduled on June 6, 2016. The day before the hearing, counsel appeared on behalf of Appellants and filed a motion for a continuance of the damages hearing and to lift the default. The motion for continuance was granted and a new hearing was scheduled for July 14, 2016. Four days prior to the hearing, Appellants filed a motion to compel arbitration. The motions to left the default was denied by Order dated July 14, 2016, and further held that the motion to compel arbitration was not properly made as the Appellants were in default. The Order set a default damages hearing for October 4, 2016 at 2:00pm and was served on all parties by the lower court on July 18, 2016.

Appellants filed a motion to reconsider pursuant to Rule 59 SCRCP on July 27, 2016. The motion to reconsider was scheduled to be heard by the Court on October 11, 2016. Defendants wrote the Court on September 7, asking that the motions be heard in advance of the damages hearing. The Court elected to keep the hearing as originally scheduled with the damages hearing on October 4 and the motion to reconsider be heard on October 11.

On September 30, 2016, Palmetto was served with a notice of appeal, and immediately filed a motion to dismiss. The parties appeared before this Court on October 4, and a record of the parties' positions was made as the procedural posture of the case was unusual considering there was no timely appeal of the interlocutory order denying the motion to lift the default and the Rule 59 motions remained pending.

On October 5, Palmetto's counsel received a letter from the Court of Appeals returning its motion to dismiss on the grounds that the Court had no record of such an appeal. Also on October

5, Palmetto was served by facsimile with a copy of another notice of appeal, different than the one previously served, which attached the July 14, 2016 Order and portions of the transcript of hearing. On October 6, 2016, Palmetto's counsel was served by facsimile with yet another version of the notice of appeal. On October 17, 2016, Palmetto's counsel received a letter from the Court of appeals stating that one of the notices of appeal was being returned to Ms. Arial together with the transcript as the transcript is not an order and is not properly included with a notice of appeal. Palmetto promptly refiled its motion to dismiss the appeal which was granted by this Court on November 10, 2016. While the motion was pending, the Master issued his order denying Appellants' motion to reconsider on the grounds that: (1) Appellants failed to show good cause to lift the default; and 2) the Appellants' Motion to Stay and Compel Arbitration was not properly made as a party in default cannot raise affirmative defenses. (Reconsideration Order dated October 28, 2016). This appeal followed.

B. <u>The Appeal Must Be Dismissed as the Orders at issue are Interlocutory</u>

Appellants appeal the Master's order dated July 14, 2016, which denies Appellants' motion to lift the entry of default against them as well as the Master's Order dated October 28, 2016, denying Appellants' motion to reconsider. "An order denying a motion to lift entry of default is interlocutory and not immediately appealable." *See Thynes v. Lloyd*, 294 S.C. 152, 153, 363 S.E.2d 122, 122 (Ct. App. 1987) ("an order refusing to grant relief from the entry of default is not appealable until after final judgment.").[1] Appellants contend that the orders are appealable because they also deny that the dispute is subject to arbitration. However, the orders make no substantive

[1] At the hearing on Appellants' motion to reconsider, Judge Scarborough reasoned: "The question as I see it is whether or not the question for the appeal is procedural, whether or not there's a final order from which you can appeal. I think that's number one. The second thing has to do with whether or not there's finality to that, and I don't think there's finality until a determination of damages has been held." (October 4, 2016 Hearing Transcript, p. 32 lines 15-21).

ruling on the arbitration issue and thus are not immediately appealable. Rather, Judge Scarborough held that the arbitration motion was not properly before him as the Appellants were in default. (See July 14, 2016 Order). Judge Scarborough succinctly stated his ruling at the July 14, 2016 hearing: "Well, Ms. Ariail, I think the first thing you have to do is get out of default before you can bring affirmative relief." (June 14, 2016 Hearing Transcript, p. 9 lines 2-4).

C. The Lower Court Correctly Held That the Motion to Compel Arbitration Was Not Properly Before Him as Parties in Default Cannot Seek Affirmative Relief

As an initial matter, there are multiple Appellants/Defendants named in this action and all are in default. Arbitration is not a defense available to Mark Ward or Lynette Ward as they are not parties to the construction contract that contains the arbitration provision. *Vestry & Church Wardens of the Church of the Holy Cross v. Orkin Exterminating Co.*, 356 S.C. 202, 207, 588 S.E.2d 136, 138 (Ct. App. 2003) (Arbitration is a matter of contract, and only parties to the agreement can be compelled to arbitrate). The appeal, as to these parties, should be dismissed for this reason alone.

1. Arbitration is an Affirmative Defense that must be Plead

Arbitration is an affirmative defense as specifically defined by the South Carolina of Civil Procedure and by the Federal Rules of Civil Procedure. Rule 8(c) SCRCP states in relevant part:

> Affirmative Defenses; Reply. In pleading to a preceding pleading, a party shall set forth affirmatively the defenses: accord and satisfaction, arbitration and award, assumption of risk, condonation, contributory negligence, discharge in bankruptcy, duress, fraud, illegality...and any other matter constituting an avoidance or affirmative defense.

Further, South Carolina courts have consistently held that arbitration is an affirmative defense. See, e.g., *Bradley v. Brentwood Homes, Inc.*, 398 S.C. 447, 452, 730 S.E.2d 312, 314 (2012) (where plaintiff "opposed the motion to compel arbitration on the ground Brentwood Homes waived the right to assert the affirmative defense due to its delay in responding"; *Partain v. Upstate*

Auto. Grp., 386 S.C. 488, 490, 689 S.E.2d 602, 603 (2010) ("Upstate Auto asserted three affirmative defenses in its Answer, including an arbitration agreement with Partain.").

Where the contract documents "evidence transactions in commerce," the Federal Arbitration Act ("FAA"), enacted pursuant to the commerce clause, supersedes South Carolina law. Episcopal Hous. Corp. v. Fed. Ins. Co., 269 S.C. 631, 640, 239 S.E.2d 647, 652 (1977). Ms. Arial represented that Restoration Specialists is a Georgia corporation, and the project was in fact constructed in Augusta Georgia. Therefore, there is interstate commerce and the FAA applies.

The analysis under the FAA is the same as arbitration is an affirmative defense under Rule 8(c) of the Federal Rules of Civil Procedure. *See, e.g., McDonnell v. Dean Witter Reynolds, Inc.*, 620 F. Supp. 152, 155-56 (D. Conn. 1985) (Holding that under Fed. R. Civ. P. 8(c), the affirmative defense of arbitration must appear in the answer, and "a party's failure to plead an affirmative defense bars its invocation at later stages of the litigation." (internal citations omitted).

2. An Affirmative Defense is Waived if Not Plead

An affirmative defense is waived if not pled. *Delta Apparel, Inc. v. Farina*, 406 S.C. 257, 272, 750 S.E.2d 615, 623 (Ct. App. 2013) (internal citations omitted), *Howard v. S. C. Dep't of Highways*, 343 S.C. 149, 152, 538 S.E.2d 291, 294 (Ct. App. 2000); see also *RIM Assocs. v. Blackwell*, 359 S.C. 170, 182-83, 597 S.E.2d 152, 159 (Ct. App. 2004)(claims or defenses not presented in the pleadings are waived).

In the context of a party in default seeking to compel arbitration, courts in the Fourth Circuit have held that unless the movant is able to show good cause for its default, the defaulting party has waived its right to assert arbitration as an affirmative defense against continued litigation in the circuit court. *See State ex rel. Barden & Robeson Corp. v. Hill*, 208 W. Va. 163, 168-69, 539 S.E.2d 106, 111-12 (2000) *citing American Recovery Corp. v. Computerized Thermal Imaging,*

Inc., 96 F.3d 88, 96 (4th Cir. 1996) (affirmative defense of arbitration must be pled in answer). *In State ex rel. Barden,* the West Virginia Supreme Court held that "[u]nexcused conduct that results in the entry of a default judgment is no less of an implicit waiver of a right to arbitration than any other procedural forfeiture."

D. Conclusion

Appellants are in default, and this appeal was filed before the entry of default judgment. Appellants never answered the complaint and never plead the affirmative defense of arbitration. As the lower court held, the motion to compel arbitration was not properly made. This appeal must be dismissed and the case returned to the Master for disposition.

Respectfully Submitted by:

ANDREW K. EPTING, JR., LLC

BY: _____

Andrew K. Epting, Jr.
Michelle N. Endemann
46aState Street, Charleston, SC 29401
P: 843-377-1871
F: 843-377-1310
ake@epting-law.com; mne@epting-law.com

ATTORNEYS FOR PLAINTIFF / RESPONDENT

On this 2nd day of December, 2016
Charleston, South Carolina

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas for the Ninth Circuit

Mikell R. Scarborough, Master-In-Equity

RECEIVED
DEC 06 2016
SC Court of Appeals

CASE NO. 2016-CP-10-1143

Appellate Case No.: 2016-002308

Palmetto Construction Group, (Respondent)

v.

Restoration Specialists, LLC, Reuben Mark Ward, and Lynnette Pennington Ward. (Appellants).

PROOF OF SERVICE

I certify that I have served the Respondent's Dismiss Appeal on all counsel of record by depositing a copy in the United States Mail, Postage prepaid, on December 2, 2016, addressed as follows:

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

ANDREW K. EPTING, JR., LLC

By _____
Andrew K. Epting, Jr.
Michelle N. Endemann
46A State Street, Charleston, SC 29401
Phone: 843-377-1871; Fax: 843-377-1310

Attorneys For Respondent

ANDREW K. EPTING, JR., L.L.C.
ATTORNEYS AT LAW

RECEIVED
DEC 06 2016
SC Court of Appeals

December 2, 2016

VIA FEDERAL EXPRESS

The Honorable Jenny Abbott Kitchings
Clerk of Court
1220 Senate Street
Columbia, South Carolina 29201

RE: *Palmetto Construction Group v. Restoration Specialists, LLC, Reuben Mark Ward, and Lynnette Pennington Ward*
Case No.: 2016-CP-10-1143
Appellate Case No.: 2016-002308

Dear Ms. Kitchings:

Enclosed for filing the original and seven (7) copies of Respondent's Motion to Dismiss together with a Proof of Service and the $25.00 motion fee in the above-referenced matter. I would greatly appreciate your filing the originals and returning a file-stamped copy to me in the self-addressed, stamped envelope provided.

With kind regards,

ANDREW K. EPTING, JR., LLC

Andrew K. Epting, Jr.
AKE/agg

Enclosures – as stated

cc: A.Bright Ariail, Esquire

ANDREW K. EPTING, JR. · AKE@EPTING-LAW.COM
JAAN G. RANNIK* · JGR@EPTING-LAW.COM
MICHELLE N. ENDEMANN *(SPECIAL COUNSEL)* · MNE@EPTING-LAW.COM
46A STATE STREET · CHARLESTON · SC · 29401
PHONE: (843) 377-1871 · FAX: (843) 377-1310
*Currently Admitted Only in Maryland

ORIGIN ID:CHSA (843) 377-1871
ANDREW K. EPTING, JR.
ANDREW K. EPTING, JR., LLC
46A STATE STREET

CHARLESTON, SC 29401
UNITED STATES US

SHIP DATE: 02DEC16
ACTWGT: 1.00 LB
CAD: 1931300/INET3790

BILL SENDER

TO JENNY ABBOTT KITCHINGS
SC COURT OF APPEALS
1220 SENATE ST

COLUMBIA SC 29201
(843) 377-1871 REF: WARD/PALMETTO
INV:
PO: DEPT:

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DEC 06 2016
SC Court of Appeals

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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. 2016-002308]

Palmetto Construction Group, Respondent,

v.

Restoration Specialists, LLC, Reuben Mark Ward, and Lynnette Pennington Ward, Appellants.

RECEIVED
MAY 01 2017
SC Court of Appeals

APPELLANTS' MOTION TO EXCLUDE AND STRIKE

Pursuant to Rules 208, 209, 210 and 240, SCACR, the Appellants, Restoration Specialists, LLC, Reuben Mark Ward, and Lynnette Pennington Ward, by and through their undersigned counsel, hereby file their Motion to Exclude and Strike on the following grounds:

FACTS/PROCEDURAL HISTORY

The Appellants commenced the instant appeal on November 14, 2016, appealing the Orders of the Honorable Mikell R. Scarborough dated July 14, 2016 and October 28, 2016. On December 2, 2016, the Respondent filed a Motion to Dismiss Appeal. On February 1,

2017, the Court of Appeals issued an order denying Respondent's Motion to Dismiss Appeal and directing Appellants to file their initial brief and designation of matter.

On March 3, 2017, the Appellants served and filed their Initial Brief of Appellants and Designation of Matter to be Included in the Record on Appeal. On April 18, 2017 the Respondent served and filed its Initial Brief of Respondent and Respondent's Designation of Matter on Appeal.

LAW/ANALYSIS

A. The Respondent's Designation of Matter on Appeal Contains Documents Which Were Not Presented To The Lower Court And, Therefore Violates Rules 209 And 210, SCACR Requiring Exclusion And Striking Of These Documents

SCACR 209(b) requires that the Designation of Matter to be Included in the Record on Appeal ***may only propose*** to include portions of the transcript, pleadings, orders, exhibits, or other materials which may be ***properly*** included in the Record on Appeal. (Emphasis added).

SCACR 210(c) mandates that the Record on Appeal **shall not include matter which was not presented to the lower court or tribunal.** (Emphasis added)

The Respondent's Designation of Matter on Appeal violates both of these South Carolina Appellate Court Rules inasmuch as it contains documents that were not presented to the lower court and cannot be properly included in the Record on Appeal. Specifically, the documents listed as items 2., 3. and 4. in Respondent's Designation of Matter on Appeal were never presented to the lower court in the proceeding below. *Affidavit of A. Bright Ariail, Esq.*. The referenced documents are not a part of any pleading, motion, legal memoranda, order, exhibit or other filings with the lower court. (Id.). Likewise, these documents were not made a part of the record at any of the hearings before the lower court in this matter. (Id.). In short, none of these documents are a part of the record in the lower court. (Id.).

Since these documents were never presented to the lower court, they cannot be

properly included in the Record on Appeal. *See* SCACR 210(c). Thus, the inclusion of these documents in the Respondent's Designation of Matter on Appeal violates SCACR 209(c). As such, these documents should all be excluded and stricken from the Respondent's Designation of Matter on Appeal.

B. <u>The Initial Brief of Respondent Is Replete With References to Documents Which Were Not Presented To The Lower Court And, Therefore Violates Rules 208, 209 And 210, SCACR Requiring Exclusion And Striking Of These References</u>

The Initial Brief of Respondent contains numerous citations to the documents contained in Items 2., 3. and 4. of Respondent's Designation of Matter on Appeal. These documents were never presented to the lower court and cannot be properly included in the Designation of Matter on Appeal or Record on Appeal. *See* Appellants Motion to Strike and Exclude, Section A.

The specific documents in question include the following:

(1): VA Contract;

(2): Subcontract, Attachment 1;

(3): Indemnity Agreement;

(4): PCG letter;

(5): Hanover demand;

(6): final pay application;

(7): Appellants' answers to discovery;

(8): job cost billing detail;

(9): AR history report;

(10): Subcontract, Attachment;

(11): Subcontract Breakdown;

(12): PCG Subcontract Breakdown;

(13): Ward email dated January 11, 2016;

(14): Appellants Answers to Interrogatories;

(15): Restoration Specialists' contract log;

(16): Restoration Specialists' monthly expenses spreadsheet;

(17): Restoration Specialists' subcontract log;

(18): Proof of Profitability Breakdown.

The Respondent references the above-enumerated documents as proof of factual allegations asserted throughout its Initial Brief. Furthermore, the Respondent references these documents as authority for certain legal conclusions argued in its Initial Brief. Respondent's multiple references to these documents in its' Initial Brief are set forth below:

LIST OF REFERENCES TO DOCUMENTS NOT PRESENTED TO LOWER COURT CONTAINED IN INITIAL BRIEF OF RESPONDENT:

(1): "Appellant Restoration Specialists, LLC ("Restoration Specialists") was awarded a contract with the VA for completion of a parking garage for the VA facility in Augusta, Georgia (the "VA Project"). The contract between Restoration Specialists and the VA is dated March 29, 2012, though the project was delayed for several years before commencement. The total contract price was in excess of $8.1 Million. (VA Contract). Restoration Specialists was the general contractor on the VA Project, responsible for hiring subcontractors and obtaining a payment and performance bond. (VA Contract)." *(Initial Brief of Respondent, Page 3, Lines 1-7).*

(2): "Pursuant to the subcontract, PCG was to be paid as a concrete subcontractor for its work and was also to share the profits equally with Restoration Specialists. (Subcontract, Attachment 1)." *(Initial Brief of Respondent, Page 4, Lines 2-4).*

(3): "However, Hanover required that both PCG and Restoration Specialists, as well as their respective principals and their spouses sign an indemnity agreement, requiring them to indemnify Hanover for any sums it expends in paying claims made on the bond. (Indemnity Agreement)." *(Initial Brief of Respondent, Page 4, Lines 6-9).*

(4): "The concrete work was performed by PCG, and as the Project neared completion, PCG asked that the parties meet to discuss the profit split provided for in the subcontract. (See PCG letter)." *(Initial Brief of Respondent, Page 4, Lines 10-12)*.

(5): "PCG too, was owed over $180,000.00 pursuant to its own subcontract with Restoration Specialists. (Id.)." *(Initial Brief of Respondent, Page 4, Lines 13-14)*.

(6): "It soon became apparent that multiple subcontractors were owed money, which Hanover was required to pay, in the amount of $1,425,144.00. (Hanover demand)." *(Initial Brief of Respondent, Page 4, Lines 15-17)*.

(7): "Hanover in turn made a demand under its indemnity agreement and upon the VA for the contract balance but by this time Mr. Ward had collected all bu $90,000 of the $8.1 Million contract. (See final pay application)." *(Initial Brief of Respondent, Page 4, Lines 17-20)*.

(8): "Appellants provided answers to PCG's interrogatories and requests for production on July 7, 2016. (Appellants' answers to discovery)." *(Initial Brief of Respondent, Page 6, Lines 6-7)*.

(9): ",despite being paid over $8 Million dollars by the Department of Veterans Affairs. (See final pay application signed by Ward...)." *(Initial Brief of Respondent, Page 14, Lines 1-3)*.

(10): "There is no basis to support this allegation, and in fact, the records, including those provided by Restoration Specialists in discovery, show that PCG is owed $184,858.69. (See checks to PCG written by Restoration Specialists, subcontract pay

application breakdown, job cost billing detail, ..., AR history report)." (*Initial Brief of Respondent, Page 14, Lines 16-19*).

(11): "The profit-sharing provision is found in the parties' agreement, which delineates all sums that Restoration Specialists is to pay PCG, including the "RS/PCG Projected 50% Profit Share." (Subcontract, Attachment and Subcontract Breakdown made part of the Subcontract by way of Subcontract Provision 16.1.4.2 titled "Other documents." Provision 16.1.4.2 states "[l]ist here any additional documents that are intended to form part of the Subcontract Documents...#1. PCG Subcontract Breakdown")" (*Initial Brief of Respondent, Page 15, Lines 10-16).*

(12): "However, in its most recent demand letter to all indemnitors, Hanover states:

> 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 demand dated September 30, 2016, emphasis added)." (*Initial Brief of Respondent, Page 16, Lines 2-8*).

(13): "As of the date of Hanover's demand, Appellants had no defenses to the subcontractors' claims, which is why they were paid by Hanover. For example, Mr. Ward's email exchanges with Hanover show that after several attempts by Hanover to obtain information from Mr. Ward regarding the bond claim made by a subcontractor of Restoration Specialists' called Tupperway, Hanover finally asks Mr. Ward, "So I should just pay them?" and Mr. Ward responds, "Certainly not what I want but I don't think we can win this argument." (Ward email dated January 11, 2016)." (*Initial Brief of Respondent, Page 16, Lines 8-15*).

(14): "Appellants' records and answers to interrogatories establish that the VA is holding approximately $90,887.08 in retainage, and this because the VA received

notice of subcontractor claims. (Appellants Answers to Interrogatories). (*Initial Brief of Respondent, Page 16, Lines 21-23*).

(15): "However, Appellants can hardly claim that the lack of a $90,887.08 payment has resulted in sixteen of Restoration Specialists' subcontractors making $1,425,144.00 in claims on the payment bond. (Hanover Demand)." (*Initial Brief of Respondent, Page 16, Line 24 & Page 17, Lines 1-2*).

(16): "Further, the documents provided by Appellants in discovery also show that Restoration Specialists received over $8.1 Million from the VA. This sum, based solely on the contract with the VA and the subcontracted cost ($6,929,212.00 per Appellants) and in house cost ($1,038,724.04 per Appellants) provided by Appellants in discovery, should have been more than enough to pay all the subcontractors in full and produce a profit of $226,092.67." (See VA Contract, Restoration Specialists' contract log, Restoration Specialists' monthly expenses spreadsheet)." (*Initial Brief of Respondent, Page 17, Lines 2-8*).

(17): "Footnote 4 – The profit of $226,092.67 is based on the figures provided by Appellants. When the inflated in house costs is adjusted per industry standards to $642,385.80, and the subcontract cost is adjusted up in favor of Appellants to $7,108,182.00 (based on an error in Restoration Specialists' subcontract log), the VA Project produced a profit of $443,460.91. (See Proof of Profitability Breakdown)." (*Initial Brief of Respondent, Page 17, Lines 19-23*).

SCACR 208(b)(4) requires that the parties' briefs shall contain only references to the transcript, pleadings, orders, exhibits, or other materials which may be properly included in the Record on Appeal to support the salient facts alleged. The above-enumerated references violate SCACR 208(b)(4) inasmuch as they reference documents that were never presented to the lower court and cannot be properly included in the Record on Appeal. *See* Appellants'

Motion to Strike and Exclude, Section A. As such, these references should all be excluded and stricken from the Initial Brief of Respondent.

CONCLUSION

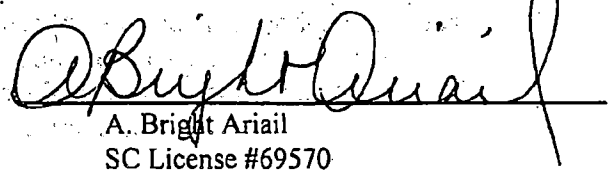
Based on the foregoing, the Appellants Restoration Specialists, LLC, Reuben Mark Ward and Lynnette Pennington Ward are entitled to an Order:

(1): Excluding and striking the documents listed as items 2., 3. and 4. in the Respondent's Designation of Matter on Appeal; and

(2): Excluding and striking all references to these documents contained in the Initial Brief of Respondent.

For these reasons, the Appellants Restoration Specialists, LLC, Reuben Mark Ward and Lynnette Pennington Ward hereby respectfully request that their Motion to Exclude and Strike be granted.

LAW OFFICE OF A. BRIGHT ARIAIL, LLC



A. Bright Ariail
SC License #69570
125 Wappoo Creek Drive
Building E, Suite 202
Charleston, S.C. 29412
P: (843) 814-8805
F: (843) 266-0538
ATTORNEY FOR APPELLANTS

April 28, 2016
Charleston, South Carolina

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. 2016-002308]

Palmetto Construction Group, LLC	Respondent
v.	
Restoration Specialists, LLC, Reuben Mark Ward, and Lynnette Pennington Ward	Appellants

---

AFFIDAVIT OF A. BRIGHT ARIAIL, ESQ.

PERSONALLY APPEARED BEFORE ME, A. Bright Ariail, Esq., who having been first duly sworn deposed, states as follows:

1. I am a licensed attorney in South Carolina, SC Bar No. 69570.
2. I represent the Appellants, Restoration Specialists, Reuben Mark Ward, and Lynnette Pennington Ward in the above-referenced matter.

3. Respondent filed and served its Initial Brief and Designation of Matter on April 18, 2017.

4. There are documents included in Respondent's Designation of Matter that were not presented to the lower court including:

   1) Item 2 – Appellants' Answers to interrogatories and requests for production

   2) Item 3 – Appellants' document productions dated July 6, 11 and 13, 2106

   3) Item 4 – Respondent's exhibit notebook in support of its proffer of damages.

5. I have performed a complete review of all documents filed with the Charleston County Clerk of Court that appear on the Clerk's Public Index and none of the documents listed in 4. a., b. or c. were part of any pleading, motion, legal memoranda, order, exhibit or other filings with the lower court.

6. I have performed a complete review of the transcripts for the three hearings held in front of the Master in Equity, and none of the documents listed in 4. a., b. or c. were a part of the record at any of the hearings before the lower court in this matter.

7. Accordingly, the following documents cited in Respondent's Initial Brief are not in the record:

   (1): VA Contract;

   (2): Subcontract, Attachment 1;

   (3): Indemnity Agreement;

   (4): PCG letter;

(5): Hanover demand;

(6): Final pay application;

(7): Appellants' answers to discovery;

(8): job cost billing detail;

(9): AR history report;

(10): Subcontract, Attachment;

(11): Subcontract Breakdown;

(12): PCG Subcontract Breakdown;

(13): Ward email dated January 11, 2016;

(14): Appellants Answers to Interrogatories;

(15): Restoration Specialists' contract log;

(16): Restoration Specialists' monthly expenses spreadsheet;

(17): Restoration Specialists' subcontract log;

(18): Proof of Profitability Breakdown.

8. There are numerous references made to those documents and allegations of facts that those documents purportedly contain within Respondent's Initial Brief.

9. Furthermore, the Respondent references these documents as authority for certain legal conclusions argued in its Initial Brief.

FURTHER DEPONENT SAYETH NAUGHT.

- SIGNATURE PAGE FOLLOWS -

A. Bright Arnail, Esq.

Sworn to before me
This 25th day of April, 2017.

Notary Public for the State of South Carolina

My Commission Expires: 11-30-2026



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. 2016-002308]

Palmetto Construction Group, LLC	Respondent
v.	
Restoration Specialists, LLC, Reuben Mark Ward, and Lynnette Pennington Ward	Appellants

---

PROOF OF SERVICE

I certify that I have served the Affidavit of A. Bright Ariail, Esq. on Palmetto Construction Group, LLC by depositing a copy of it in the United States Mail, postage prepaid, on April 28, 2017, addressed to Palmetto Construction Group, LLC's attorneys of record, Andrew K. Epting, Jr. and Michelle N. Endemann, Andrew K. Epting, LLC, 46A State Street, Charleston, South Carolina, 29401.

April 28, 2017

A. Bright Ariail
SC License #69570
Law Office of A. Bright Ariail, LLC
125E Wappoo Creek Drive, Suite 202
Charleston, SC 29412
843/814-8805
Attorney for Appellants

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

RECEIVED
MAY 01 2017
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. 2016-002308]

Palmetto Construction Group, LLC	Respondent
v.	
Restoration Specialists, LLC, Reuben Mark Ward, and Lynnette Pennington Ward	Appellants

PROOF OF SERVICE

I certify that I have served Appellants' Motion to Exclude and Strike on Palmetto Construction Group, LLC by depositing a copy of it in the United States Mail, postage prepaid, on April 28, 2017, addressed to Palmetto Construction Group, LLC's attorneys of record, Andrew K. Epting, Jr. and Michelle N. Endemann, Andrew K. Epting, LLC, 46A State Street, Charleston, South Carolina, 29401.

April 28, 2017

A. Bright Ariail
SC License #69570
Law Office of A. Bright Ariail, LLC
125E Wappoo Creek Drive, Suite 202
Charleston, SC 29412
843/814-8805
Attorney for Appellants

Law Office of A. Bright Ariail, LLC

April 28, 2017

VIA PRIORITY MAIL
The Honorable Jenny Abbott Kitchings
Clerk, South Carolina Court of Appeals
Post Office Box 11629
Columbia, SC 29211

RE: Palmetto Construction Group v. Restoration Specialists, LLC *et al.*
Appellate Case No. 2016-002308

Dear Ms. Kitchings;

Enclosed, please find for filing the original and seven copies of Appellants' Motion to Exclude and Strike and Proof of Service with a firm check for the $25 filing fee. By copy of this letter, I am serving opposing counsel with a copy of same.

Please return a file stamped copy to me via the enclosed SASE.

With kindest regards, I am

Sincerely yours,

A. Bright Ariail

Enclosures as stated

cc: Andrew Epting, Esquire
Michelle Endemann, Esquire

RECEIVED
MAY 01 2017
SC Court of Appeals

bright@brightariaillaw.com
125E Wappoo Creek Drive
Suite 202
Charleston, SC 29412
843/814-8805

Law Office of A. Bright Ariail, LLC

April 28, 2017

VIA PRIORITY MAIL
The Honorable Jenny Abbott Kitchings
Clerk, South Carolina Court of Appeals
Post Office Box 11629
Columbia, SC 29211

RECEIVED
MAY 01 2017
SC Court of Appeals

RE: Palmetto Construction Group v. Restoration Specialists, LLC *et al.*
Appellate Case No. 2016-002308

Dear Ms. Kitchings;

Enclosed, please find for filing the original and two copies of the Affidavit of A. Bright Ariail, Esquire with Proof of Service which is being filed in support of Appellants' Motion to Exclude and Strike. By copy of this letter, I am serving opposing counsel with a copy of same. A copy of the Affidavit is being attached to Appellant's Motion to Exclude and Strike as a document in support of that motion.

Please return a file stamped copy to me via the enclosed SASE.

With kindest regards, I am

Sincerely yours,

A. Bright Ariail

Enclosures as stated

cc: Andrew Epting, Esquire
Michelle Endemann, Esquire

bright@brightariaillaw.com
125E Wappoo Creek Drive
Suite 202
Charleston, SC 29412
843/814-8805

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. 2016-002308]

RECEIVED
JUN 12 2017
SC Court of Appeals

Palmetto Construction Group, Respondent,

v.

Restoration Specialists, LLC; Reuben Mark Ward, and Lynnette Pennington Ward Appellants.

APPELLANTS' REPLY TO RESPONDENT'S OPPOSITION TO APPELLANTS' MOTION TO EXCLUDE AND STRIKE

Pursuant to Rules 208, 209, 210 and 240, SCACR, the Appellants, Restoration Specialists, LLC, Reuben Mark Ward, and Lynnette Pennington Ward, by and through their undersigned counsel, hereby file their Reply to Respondent's Opposition to Appellants' Motion to Exclude and Strike.

FACTS/PROCEDURAL HISTORY

The Appellants commenced the instant appeal on November 14, 2016, appealing the Orders of the Honorable Mikell R. Scarborough dated July 14, 2016 and October 28,

2016. On December 2, 2016, the Respondent filed a Motion to Dismiss Appeal. On February 1, 2017, the Court of Appeals issued an order denying Respondent's Motion to Dismiss Appeal and directing Appellants to file their initial brief and designation of matter.

On March 3, 2017, the Appellants served and filed their Initial Brief of Appellants and Designation of Matter to be Included in the Record on Appeal. On April 18, 2017, the Respondent served and filed its Initial Brief of Respondent and Respondent's Designation of Matter on Appeal. After receipt of Respondent's Initial Brief and Designation of Matter, Appellants filed a Motion to Strike and Exclude pursuant to SCACR 208(b)(4), SCACR 209(b), SCACR 210(c) and SCACR 240. ("Appellants' Motion"). Appellants' Motion requests that all documents listed in the Designation of Matter that were not presented to the lower court be stricken, and all references to these documents in Respondent's Initial Brief be excluded. Most of the documents in question are contained in an exhibit notebook which was not presented to the lower court in the proceedings below.[1] Two of the documents in question, specifically, the VA Contract and the Final pay application, do not appear in the exhibit notebook or anywhere in the record of the lower court. *Affidavit of A. Bright Ariail, Esq. dated June 9, 2017.*

Rather than allow the Court of Appeals to decide Appellants' Motion after receipt of Respondent's Return and Appellants' Reply, the Respondent, through its counsel, contacted the Master in Equity requesting permission to file the disputed exhibit notebook and documents contained therein with the lower court. *Letters of Andrew K. Epting, Jr., Esq., dated May 16 and May 17, 2017.* Respondent's request to the lower court was made prior to the filing of its Opposition to Appellants' Motion and despite the fact that this case is on appeal with jurisdiction vested in the Court of Appeals. Appellants objected to Respondent's request to the lower court. *Letter of A. Bright Ariail, Esq., dated May 16,*

[1] The Respondent asserts that "[T]he records [Appellants] seek to exclude are in large part their own documents." *Respondent's Opposition to Appellants' Motion to Strike, p. 8, Line 7.* Respondent's assertion is both irrelevant and incorrect. First, the sole issue before this Court is not whose documents these are, but rather whether the documents were presented to the lower court prior to the appeal. Second, of the documents in question (see, *Appellants' Motion to Strike and Exclude, pgs. 3-4*), only 5 of these documents are Appellants' documents. *Affidavit of A. Bright Ariail, Esq. dated June9, 2017.*

2017.

The Master entertained Respondent's request, over Appellants' objection, and issued the opinion that the documents in the disputed notebook were a part of the Respondent's proffer of damages made at the hearing before the court on October 4, 2016. *Email of The Honorable Mikell R. Scarborough, dated May 18, 2017.*

LAW/ANALYSIS

A. The Respondent's Designation Of Matter On Appeal Contains Documents Which Were Not Presented To The Lower Court And The Initial Brief of Respondent Contains Numerous References To These Documents. The Inclusion Of These Documents and References Thereto Violates Rules 208, 209 And 210, SCACR Requiring Exclusion And Striking Of The Documents And References.

SCACR 209(b) requires that the Designation of Matter to be Included in the Record on Appeal ***may only propose*** to include portions of the transcript, pleadings, orders, exhibits, or other materials ***which may be properly*** included in the Record on Appeal. (Emphasis added).

SCACR 210(c) mandates that the Record on Appeal **shall not include matter which was not presented to the lower court or tribunal.** (Emphasis added).

As a corollary to these Rules, SCACR 208(b)(4) requires that the parties' briefs shall contain only references to the transcript, pleadings, orders, exhibits, or other materials ***which may be properly*** included in the Record on Appeal to support the salient facts alleged. (Emphasis added).

The Respondent contends that the official transcript of the October 4, 2016 hearing demonstrates that the notebook was presented to the lower court as part of the proffer of its damages requested by the Master. In support of this argument, the Respondent references a portion of an excerpt from the October 4, 2016 transcript. Specifically, Respondent cites a portion of the discussion between the Master and Appellants' counsel, Ms. Ariail, wherein Ms. Ariail disagrees with Respondent's counsel's oral summary of Respondent's alleged damages.[2] However, Respondent does not consider the entire

[2] *Respondent's Opposition to Appellants' Motion to Strike, p. 4 Lines 15-21 and p. 5 Lines 1-4.*

transcript, which provides, *inter alia*, the Master's statement below concerning the purpose of the hearing:

> THE COURT: What I'm going to do is I'm going to have them proffer what their damages are, and I'm going to have you proffer what you consider your 59(e) to be, and I'm going to let you'all take that up there. I'm just going to do it as a proffer. I'm not going to take testimony. They're going to tell me how much their damages are so it's in the record. You are going to tell me why I should overturn my underlying order, and then you-all can go forward from there, Okay?
>
> *(October 4, 2016 Transcript, p. 10 Lines 10-19).*

Nor does Respondent include the full body of Appellants' counsel's statements within the excerpt selected from the October 4, 2016 transcript. Appellants' counsel's statements dispute certain substantive elements of Respondent's counsel's oral summary of Respondent's alleged damages. Appellants' statements were made in light of the Master's cancellation of the damages hearing and in the absence of the entry of duly proffered exhibits into the record. Appellants' counsel's remaining statements on this issue at the October 4 hearing are as follows:

> MS. ARIAIL: I've got problems with a lot of the documents that are contained herein. Her representation that Mr. Ward has admitted – they they admitted that. I object to that. I object to the amount that she says is receivable due to PCG. I object to the profit sharing.

(October 4, 2016 Transcript, p. 29 Lines 14-19).

In its Opposition, Respondent has not addressed two specific disputed documents cited in its Initial Brief, nor has it addressed Item 3 of its Designation of Matter which consists of Appellants' document productions dated July 6, 11 and 13, 2106. While these two specific disputed documents, the VA contract and the Final pay application, are comprised of the combination of several documents provided in Appellants' document production, they do not appear in the exhibit notebook nor are they contained in the record of the lower court. *Affidavit of A. Bright Ariail, Esq. of June 9, 2017.*

Aside from the documents contained in the exhibit notebook, Item 4 of its Designation of Matter, Respondent has assert no arguments in its Opposition that any of the other documents produced in Appellants' production are contained in the record of the lower court. In short, none of those documents are contained in the record of the lower court. *Affidavit of A. Bright Ariail, Esq. of April 28, 2017.* Accordingly, Item 3 of Respondent's Designation of Matter, including those two specific documents, should be excluded from the Initial Brief of Respondent and all references thereto should be stricken.

Item 2 of Respondent's Designation of Matter consists solely of Appellant's Discovery Responses – Appellants' answers to interrogatories and responses to requests for production. Insomuch as these two items are also contained within the exhibit notebook, Item 4 of Respondent's Designation of Matter, listing Appellants' Discovery Responses as a separate item in the Designation of Matter is redundant and should be stricken.

After addressing Items 2 and 3 of Respondent's Designation of Matter and those two specific documents contained within Item 3, the sole question remaining before this Court on Appellants' Motion is whether or not Item 4 of Respondent's Designation of

Matter, consisting of the exhibit notebook[3], and documents contained therein[4], were presented to the lower court prior to the appeal. See, SCACR 208(b)(4), 209(b) and 210(c). The following facts established by the record in this case are dispositive of this question:

(1): The exhibit notebook and referenced documents are not a part of any pleading, motion, legal memoranda, order, exhibit or other filings with the lower court.[5] *Affidavit of A. Bright Ariail, Esq., dated April 28, 2017.*

(2): The exhibit notebook and referenced documents were never marked or entered into evidence nor were they ever entered into or made a part of the record at the June 6, 2016 or July 14, 2016 hearings before the lower court. *Affidavit of A. Bright Ariail, Esq., dated April 28, 2017; June 6, 2016 Transcript; July 14, 2016 Transcript.*

(3): The exhibit notebook and referenced documents were never marked or entered into evidence nor were they ever entered into or made a part of the record at the October 4, 2016 hearing. *Affidavit of A. Bright Ariail, Esq., dated April 28, 2017; October 4, 2016 Transcript.*

(4): The exhibit notebook and referenced documents were never distributed to or handed up to the Master at the October 4, 2016 hearing. Also, the Master did not accept, review nor ever take possession of the exhibit notebook and referenced documents at any time during the October 4, 2016 hearing. Finally, the Master did not take, keep or retain possession of the exhibit notebook and referenced documents upon conclusion of the October 4, 2016 hearing.[6] *October 4, 2016 Transcript.*

---

[3] By Appellants' Motion to Strike and to Exclude, it has requested that Item 2, 3 and 4 of Respondent's Designation of Matter be excluded and all references to those documents stricken. Items 2 and 3 are addressed immediately above. Item 4 is Respondent's exhibit notebook in support of its proffer of damages, which is the subject of Respondent's Opposition to the Motion to Exclude and Strike.

[4] Which includes Item 2 of Respondent's Designation of Matter.

[5] The Respondent asserts that "many of these documents are attached to Appellants' various memoranda filed before the lower court and appearing on Appellants' own Designation of Matter..." *Respondent's Opposition to Appellants' Motion to Strike, p. 3, lines 8-10.* Respondent's assertion is incorrect as none of these documents were attached to the Appellants' memoranda filed in the lower court or Appellants' Designation of Matter filed with the Initial Brief of Appellants. A review of Appellants' memoranda and Designation of Matter establishes this fact.

[6] Respondent asserts that the documents Appellants seek to exclude and strike from the

(5): Respondent states that the exhibit notebook was prepared for use at a damages hearing and was to be entered into the record at that hearing by way of testimony of Mr. John Kendle. However, Respondent acknowledges that the damages hearing did not occur and the exhibit notebook was not entered in the record as Mr. Kendle did not testify. *Respondent's Opposition to Appellants' Motion to Strike, p. 4. Lines 3-9.*

(6): While Respondent's counsel proffered oral statements summarizing Respondent's alleged damages, said counsel did not proffer the exhibit notebook itself, nor the documents contained therein. *October 4, 2016 Transcript.*

(7): The exhibit notebook and referenced documents were never marked or entered into evidence nor were they ever entered into or made a part of the record of the lower court prior to the appeal. As part and parcel thereof, the exhibit notebook and documents contained therein were never filed with the lower court prior to the appeal. *Affidavit of A. Bright Ariail, Esq., dated April 28, 2017.*

(8): The orders of the Master which are on appeal do not cite or reference in any way the exhibit notebook and documents contained therein. Likewise, these orders do not cite or reference any of these materials as a basis for the lower court's decision. In fact, the exhibit notebook and documents contained therein were not even a part of the Master's file at the time these orders were issued. *Appellants' Notice of Appeal, dated November 14, 2016 (with the Orders of the Honorable Mikell R. Scarborough dated July 14, 2016 and October 28, 2016 attached).*

(9): Respondent felt compelled and sought leave to file the exhibit notebook and referenced documents with the lower court **only after** Appellants filed their Motion to Strike and Exclude in this appeal. If the Respondent was convinced that the exhibit notebook and referenced documents had been presented to the lower court before appeal, why did Respondent feel it necessary to file these materials with the lower court **after** Appellants' Motion?

(10): At the end of the hearing on October 4, 2016, the Master clearly stated that

---

record were "before the Master...". Respondent's assertion is incorrect as established by Sub-paragraphs 1-10 above.

the proffer consisted of Respondent's counsel's oral summary of the amount of Respondent's alleged damages. The Master made no reference to the exhibit notebook or the documents as being part of the proffer. The colloquy between the Master and Respondent's counsel in regard to this proffer is as follows:

> THE COURT: Give me the full amount of your damages again? I'm sorry, Ms. Endemann.. $1.4 million or something?
>
> MS. ENDEMANN: $1,681,100, Your Honor...
>
> THE COURT: 681, okay. Thank you. That's the 1.186 - - the 221, was it?
>
> MS. ENDEMANN: I'll give you the exact figures. The receivables due to the construction are $184,858.69. The profit share is $221,730.46, and due to Hanover is $1,230,888.71 for a total of $1,681,864.86.
>
> THE COURT: Okay. I've got it.
>
> MS. ENDEMANN: Thank you.
>
> THE COURT: I'm just going to take that as the proffer, but again, just so you-all have it in the record and the Court understands what this case is about.

(October 4, 2016 Transcript, p. 31, Lines 10-25 and p. 32, Line 1).

Accordingly, the paramount question here is how can anything that has not been filed with the lower court, or in the possession of the lower court, be part of the court record?

Based on the above facts, the Appellants respectfully submit that the exhibit notebook and documents contained therein were not presented to the lower court.

Therefore, Appellants respectfully request that Items 2, 3 and 4 of Respondent's

Designation of Matter, including Appellants' Answers to interrogatories and requests for production (Item 2), Appellants' document productions dated July 6, 11, and 13, 2016 (Item 3), and Respondent's exhibit notebook in support of its proffer of damages (Item 4) and the documents included therein be excluded from Respondent's Designation of Matter and all references to them in the Initial Brief of Respondent be stricken.[7]

CONCLUSION

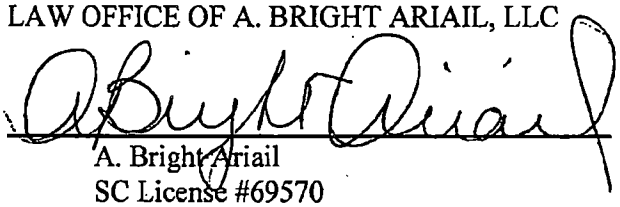
Based on the foregoing, the Appellants Restoration Specialists, LLC, Reuben Mark Ward and Lynnette Pennington Ward are entitled to an Order:

(1): Excluding and striking the documents listed as Items 2., 3. and 4. in the Respondent's Designation of Matter on Appeal; and

(2): Excluding and striking all references to these documents contained in the Initial Brief of Respondent.

For these reasons, the Appellants Restoration Specialists, LLC, Reuben Mark Ward and Lynnette Pennington Ward hereby respectfully request that their Motion to Exclude and Strike be granted.

LAW OFFICE OF A. BRIGHT ARIAIL, LLC



A. Bright Ariail
SC License #69570
125 Wappoo Creek Drive
Building E, Suite 202
Charleston, S.C. 29412
P: (843) 814-8805
F: (843) 266-0538
ATTORNEY FOR APPELLANTS

June 9, 2017
Charleston, South Carolina

[7] The references to the exhibit notebook and documents contained in Respondent's Initial Brief are identified in *Appellants' Motion to Exclude and Strike, p. 4-7.*

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. 2016-002308]

Palmetto Construction Group, LLC — Respondent

v.

Restoration Specialists, LLC,
Reuben Mark Ward, and
Lynnette Pennington Ward — Appellants

AFFIDAVIT OF A. BRIGHT ARIAIL, ESQ.

PERSONALLY APPEARED BEFORE ME, A. Bright Ariail, Esq., who having been first duly sworn deposed, states as follows:

1. I am a licensed attorney in South Carolina, SC Bar No. 69570.
2. I represent the Appellants, Restoration Specialists, Reuben Mark Ward, and Lynnette Pennington Ward in the above-referenced matter.

3. I have performed a complete review of the documents contained within Respondent's exhibit notebook which it prepared for a damages hearing (which has not been held to date) in this case in the lower court.

4. I have also performed a complete review of documents produced to Respondent by Appellant to date. Those documents include two documents (consisting of five pages) that were not bates numbered by Appellants, and documents bates numbered RS00001 through RS01141.

5. Respondent's exhibit notebook consists of eighteen documents totaling eighty-eight (88) pages. *See Exhibit A.*

6. A total of five of the documents cited in Respondent's Initial Brief were produced to Respondent by Appellants.

7. Two of those five documents, specifically, the VA Contract and the Final pay application, do not appear in Respondent's exhibit notebook and are not found anywhere in the record of the lower court. Further, neither document, as described by Respondent, is contained as a stand-alone document within Appellant's document production. Rather, each requires a combination of several documents, as well as the exclusion of some pages of those several documents. Those two documents (made by combining four documents without excluding certain irrelevant pages) consist of 69 pages.

8. Only three of the eighteen documents contained within Respondent's exhibit notebook were produced to Respondent by Appellants and include:

   a) Appellants' Discovery Responses[1] (15 pages)

   b) Subcontract Log dated 6/10/16 (3 pages)

   c) Estimate of VA Monthly Expenses dated 6/10/16 (2 pages)

9. Accordingly, the following documents cited in Respondent's Initial Brief were not produced to Respondent by Appellants:

   (1): Subcontract, Attachment 1;

   (2): Indemnity Agreement;

   (3): PCG letter;

   (4): Hanover demand;

   (5): job cost billing detail;

   (6): AR history report;

   (7): Subcontract, Attachment;

   (8): Subcontract Breakdown;

   (9): PCG Subcontract Breakdown;

   (10): Ward email dated January 11, 2016;

   (11): Proof of Profitability Breakdown.

FURTHER DEPONENT SAYETH NAUGHT.

[1] Appellant's Discovery Responses consist of Defendants' Answers to Plaintiff Palmetto Construction Group's First Set of Interrogatories to Defendants and Defendants' Responses to Plaintiff Palmetto Construction Group's First Set of Requests for Production to Defendants. No documents are attached thereto.

A. Bright Arjail, Esq.

Sworn to before me
This 9 th day of June, 2017.

Notary Public for the State of South Carolina

My Commission Expires: 11·30·2026

ELIZABETH A HATFIELD NOTARY PUBLIC SOUTH CAROLINA MY COMMISSION EXPIRES 11-30-2026

Index of Documents in PCG Notebook

TAB	Description of Document(s)	# of Pages
1	Teaming Agreement w/Ex A & B	6
	Subcontract w/Attachment 1	16
2	Indemnity Agreement	10
	Performance Bond	4
	Payment Bond	2
3	Ltr Handegan to Ward	1
4	Email string 1/11/16	3
5	Defendants' Discovery responses	15
6	PCG Damages Summary	1
7	PCG Proof of Profitability	1
	Contract Log dated 6/10/16	3
	Estimate of VA Monthly Expenses dated 6/10/16	2
8	Untitled	1
	PCG A/R History Report of 9/28/16	2
	PCG Job Cost & Billing Detail of 9/28/16	13
	PCG Pay Application Summary	2
9	Hanover claims/payment summary	1
	Hanover letter of 9/30/16 with claims catalog	5
		88

EXHIBIT A

ANDREW K. EPTING, JR., L.L.C.
ATTORNEYS AT LAW

May 16, 2017

The Honorable Mikell R. Scarbrough
Master In Equity
100 Broad Street. Suite 266
Charleston, SC 29401

RE: *Palmetto Construction Group, LLC v. Restoration Specialist, LLC et al*
Case No.: 2016-CP-10-1143

Dear Judge Scarborough,

As you are aware, the above referenced case is on appeal. The procedural posture of the case is quite unusual. The parties were scheduled to appear before you on October 4, 2016 for a default damages hearing. The day before the hearing, we were served by Ms. Ariail with a notice of appeal. However, the notice was well past the deadline to appeal Your Honor's July 14, 2016 Order, and no other order had been entered. We moved to dismiss the appeal, and our motion was ultimately granted by the Court of Appeals; unfortunately not soon enough as the defective notice prevented us from going forward with the damages hearing on October 4. Instead of having a damages hearing, Your Honor sought a proffer of damages in order to make a record for the Court of Appeals and heard Ms. Ariail's motion to reconsider. Palmetto was prepared to go forward with the damages hearing, and came to court with Mr. John Kendle to testify to Palmetto's damages and exhibit notebooks which we intended to enter into the record by way of Mr. Kendle's testimony. The exhibit notebook was not formally entered in the record as Mr. Kendle did not testify; however, the notebooks were disbursed and the exhibits were discussed with the Court and objected to by Ms. Ariail – all of which appears from the transcript. After the hearing, Your Honor entered an order denying Ms. Ariail's motion to reconsider and a second appeal was noticed. As part of the second appeal, Ms. Ariail has moved to exclude from the record on appeal and from Respondent's brief, any mention of the exhibits provided by Palmetto in support of its proffer of damages given to the Court on October 4, claiming that the exhibits were not before this court. The following exchange between the Court and Ms. Ariail demonstrates the Court's intent that

Andrew K. Epting, Jr. · ake@epting-law.com
Michelle N. Endemann *(Special Counsel)* · mne@epting-law.com
Jaan G. Rannik* · jgr@epting-law.com
46A State Street · Charleston · South Carolina · 29401
Phone: (843) 377-1871 · Fax: (843) 377-1310

*Currently Admitted Only In Maryland

Palmetto's damages be put in the record as well as Ms. Arial's object to the very documents she now claims were not part of the proceeding:

2 MS. ARIAIL: Your Honor, I'm going to object
3 to any of this information being put in the record.
4 Again, this is essentially the damages hearing as
5 going forward. I've essentially got Counsel for the
6 Plaintiff testifying with no --
7 THE COURT: Well, I asked for a proffer and
8 that's just what I got. That's what I was wanting.
9 Okay? I want that to be on the record when you-all
10 take that up there.
11 MS. ARIAIL: Well, I don't agree with anything
12 that she said.
13 THE COURT: You don't have to.
14 MS. ARIAIL: I've got problems with a lot of
15 the documents that are contained herein.

(October 4, 2016 Transcript, p. 31 line 2-15).

We write today to ask Your Honor's permission to file the exhibit notebook that was provided as part of the proffer of damages taken on October 4, 2016. We asked for a status conference to discuss this issue, and Ms. Beck provided us with a time and date. However, Ms. Ariail has indicated that she will not appear before this Court without an order instructing her to do so from the Court of Appeals. We are not seeking to have the

Court weigh in on the motion pending before the Court of Appeals, we are simply seeking permission to file the notebook rather than file on our own to avoid the allegation that we are trying to slip something in the record that was not before this Court or that we were acting without this Court's approval or knowledge.

We appreciate your consideration of this request

ANDREW K. EPTING, JR., LLC

s/Drew

Andrew K. Epting, Jr.

AKE,Jr./agg

Enclosure

cc: Bright Ariail, Esquire

ANDREW K. EPTING, JR., L.L.C.
ATTORNEYS AT LAW

May 17, 2017

The Honorable Mikell R. Scarbrough
Master In Equity
100 Broad Street, Suite 266
Charleston, SC 29401

RE: *Palmetto Construction Group, LLC v. Restoration Specialist, LLC et al*
Case No.: 2016-CP-10-1143

Dear Judge Scarborough,

We are not asking to reopen the record or to include something that was not previously before you. We came to Court in October hoping to go forward with the damages hearing. We prepared notebooks for the Court, our witness and for Ms. Ariail. She clearly has her copy as she objected to the documents. In hindsight, we should have marked the notebook for identification at the hearing, but did not know what to expect given the odd procedural posture, nor did we expect that Ms. Ariail would try to exclude the documents that were provided and discussed in offering the proffer. We do not claim the documents were admitted as evidence or that they are admissible; just that the documents and more importantly the facts contained in them were before you. We simply ask that we be allowed to file them as this seems to be Ms. Ariail's chief compliant

ANDREW K. EPTING, JR., LLC

s/Drew

Andrew K. Epting, Jr.

AKE,Jr./agg

cc: Bright Ariail, Esquire

Andrew K. Epting, Jr. · ake@epting-law.com
Michelle N. Endemann *(Special Counsel)* · mne@epting-law.com
Jaan G. Rannik* · jgr@epting-law.com
46A State Street · Charleston · South Carolina · 29401
Phone: (843) 377-1871 · Fax: (843) 377-1310

*Currently Admitted Only in Maryland

Law Office of A. Bright Ariail, LLC

May 16, 2017

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
Appellate Case 2016-002308

Dear Judge Scarborough:

I am in receipt of Mr. Epting's letter of this date requesting that Palmetto Construction Group, LLC ("PCG" or "Respondent") now be allowed to file documents in the above referenced case, which is currently under appeal. I vehemently object to Mr. Epting's request.

This appeal is currently in the initial briefing status, as noted by the Court of Appeals. After receipt of Respondent's Initial Brief and Designation of Matter, Appellants filed a Motion to Strike Exclude and Strike pursuant to SCACR 209(b) and SCACR 210(c) requesting that all documents listed in the Designation of Matter that were not contained in the record in the lower court be stricken, and all references to them in Respondent's Initial Brief be excluded. These documents are all contained in an exhibit notebook that was prepared by Respondent's counsel for use at a damage's hearing and was not entered into the record at the October 4, 2016 hearing before this court.

In response to Appellant's Motion, Mr. Epting initially requested a ten day extension to submit Respondent's Return to this Motion, which was granted by the Court of Appeals; the Return is currently due on May 18, 2017. Now, however, rather than allow the Court of Appeals to decide this motion after receipt of Respondent's Return and Appellants' Reply, he has requested that you reopen the record and allow Respondent to file documents that are clearly not in the record with the lower court, all despite the fact that the case is on appeal and jurisdiction is with the Court of Appeals.

While SCACR 212(b) allows a party to supplement the record on appeal under certain circumstances through a motion to the Court of Appeals, it still "must, of course, be read in conjunction with Rules 209(c) and 210 (c), SCACR, which states that the record cannot include matter that was not presented to the lower court . . . "[1]

bright@brightariaillaw.com 125E Wappoo Creek Drive Suite 202 Charleston, SC 29412 843/814-8805

Mr. Epting has included an excerpt of the transcript from the October 4, 2016 hearing to support his request. However, he has not considered the entire transcript, which provides, *inter alia,* your statement concerning the purpose of the hearing:

10 THE COURT: What I'm going to do is I'm going
11 to have them proffer what their damages are, and I'm
12 going to have you proffer what you consider your
13 59(e) to be, and I'm going to let you'all take that
14 up there. I'm just going to do it as a proffer. I'm
15 not going to take testimony. They're going to tell
16 me how much their damages are so it's in the record.
17 You are going to tell me why I should overturn my
18 underlying order, and then you-all can go forward
19 from there, Okay?

(October 4, 2016 Transcript, p. 10 line 10-19).

Nor did Mr. Epting include the remainder of my statements related to my objections as follows:

14 MS. ARIAIL: I've got problems with a lot of
15 the documents that are contained herein. Her
16 representation that Mr. Ward has admitted – they
17 admitted that. I object to that. I object to the
18 amount that she says is receivable due to PCG. I
19 object to the profit sharing.

(October 4, 2016 Transcript, p. 29 line 14-19).

Although Ms. Endemann mentioned an exhibit notebook during that hearing, at no time did the court accept that notebook into evidence or make it a part of the record at the hearing. Moreover, at no time after the hearing, even during the period after the first appeal was dismissed and before the second appeal was filed, did Respondent file that exhibit notebook with the lower Court.

bright@brightariallaw.com 125E Wappoo Creek Drive Suite 202 Charleston, SC 29412 843/814-8805

At the end of the hearing, you made it clear that the proffer consisted of Respondent's counsel's oral summary of the amount of damages claimed by the Plaintiff:

THE COURT: Give me the full amount of your damages again? I'm sorry, Ms. Endemann. $1.4 million or something?

Ms. ENDEMANN: $1,681,000, Your Honor. . . .

THE COURT: 681, okay. Thank you. That's the 1.186 - - the 221, was it?

MS. ENDEMANN: I'll give you the exact figures. The receivables due to the construction are $184,858.69. The profit share is $221,730.46, and due to Hanover is $1,230,888.71 for a total of $1,681,864.86.

THE COURT: Okay. I've got it.

MS. ENDEMANN: Thank you.

THE COURT: I'm just going to take that as the proffer, but again, just so you-all have it in the record and the Court understands what this case is about.

(October 4, 2016 Transcript, p. 31, line 10-25 and p. 32, line 1.)

In the transcript excerpt cited in Mr. Epting's letter, you indicate that you asked for a proffer on Respondent's alleged damages and that's what you got. That proffer consisted of Respondent's counsel's oral summary of alleged damages and did not include admission of the exhibit notebook that Respondent is now requesting be added to the record. Mr. Epting also states that "[w]e are not seeking to have the Court weigh in on the motion pending before the Court of Appeals. . .". To the contrary, I would respectfully submit that that is exactly what Respondent's counsel is asking the court to do. Accordingly, I'd request that Mr. Epting's request be denied and that the appeal be allowed to properly run its course as deemed appropriate by and under the jurisdiction of the Court of Appeals.

Finally, while I was not copied on any request made to Ms. Beck for a status conference, I was asked by email of May 15, 2017 by staff for Respondent's counsel if I was available to attend a status conference this Thursday afternoon in light of my current motion in the Court of Appeals. Unaware of

bright@brightarialllaw.com
125E Wappoo Creek Drive
Suite 202
Charleston, SC 29412
843/814-8805

how this status conference had come about, I replied to that staff member stating "I know of no directive from the Court of Appeals, where jurisdiction lies in this case, directing the parties to attend a status conference. Accordingly, I must decline unless so directed by the Court of Appeals." See attached.

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] Jean Hoefer Toal et al., Appellate Practice in South Carolina 370 (2016).

bright@brightariaillaw.com
125E Wappoo Creek Drive
Suite 202
Charleston, SC 29412
843/814-8805

Bright Ariail

From:	Bright Ariail
Sent:	Monday, May 15, 2017 4:47 PM
To:	Angela Gross
Cc:	Laura Dukes Beck; Michelle Endemann
Subject:	RE: Ward

Angela – I know of no directive from the Court of Appeals, where jurisdiction lies in this case, directing the parties to attend a status conference. Accordingly, I must decline unless so directed by the Court of Appeals.

V.R. Bright Ariail

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

bright@brightariaillaw.com
843/814-8805

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From: Angela Gross [mailto:agg@epting-law.com]
Sent: Monday, May 15, 2017 9:56 AM
To: Bright Ariail <bright@BRIGHTARIAILLAW.COM>
Cc: Laura Dukes Beck <LBeck@charlestoncounty.org>; Michelle Endemann <mne@epting-law.com>
Subject: Ward

Ms. Ariail,

In light of your current motion, are you available for a status conference on Thursday at 2 p.m. before Judge Scarborough?

Angela

Angela Gross
Legal Assistant to Andrew K. Epting, Jr., Esquire
And Michelle N. Endemann, Esquire
Andrew K. Epting, Jr., LLC
46A State Street
Charleston, SC 29401
Telephone: (843) 377-1871
Facsimile: (843) 377-1310
agg@epting-law.com

Bright Ariail

From: Mikell Scarborough <master@charlestoncounty.org>
Sent: Thursday, May 18, 2017 3:47 PM
To: Bright Ariail
Cc: Andrew K. Epting; Michelle Endemann; Barnwell Fishburne; Laura Dukes Beck
Subject: RE: Appellate Case 2016-002308/Civil Action 2016-CP-10-1143

Importance: High

Counsel,
I have been provided your emails and have gone back to review the record as well as searched my memory about this. This issue came up in an unusual context (as I recall) because the matter was set for a default damages hearing that was returned from appeal of an interlocutory order.
Ms. Arial has filed an appeal of the denial of her motion to reconsider which is where I understand this matter now rests with the Court of Appeals.

At the scheduled damages hearing, we did not go forth with a full hearing on damages; however, due to the unusual posture of the case, I allowed the Plaintiffs to Proffer their damages into the record. My review is that the figure is $1.6 Million. The support for that figure was found in the documents presented in the notebook presented by counsel for the Plaintiffs. I am well aware that the amount of damages as well as the supporting documentation for the damages was objected to at the time.

My review of Rule 103, SCRE sets for the effect of Rulings on Evidence. Section b gives the court latitude to set forth the terms of the offer of proof – the reason for the proffer. I allowed the Plaintiff to state the amount of the damages and this was based upon the documentation contained within the notebook. Accordingly, I am of the opinion that the notebook was part of the proffer. It does not constitute admitted evidence because the court never got to the merits of the hearing. It is an offer of proof as to what the Plaintiff seeks to prove whenever the hearing on Damages is finally heard. Ms. Arial did not agree to the evidence contained within the documents and, as I told her then, she did not have to. Tr. 29. L11-13.

I am aware of this dispute. I asked for the proffer to establish a record for the appellate court as they will decide the issues currently on appeal.

Thanks & I'm hopeful this helps to resolve the record on appeal.

Mikell R. Scarborough
Charleston County Master-In-Equity
100 Broad St, Ste. 266
Charleston, SC 29401
843 958-5070

From: Bright Ariail [mailto:bright@BRIGHTARIAILLAW.COM]
Sent: Tuesday, May 16, 2017 6:04 PM
To: Mikell Scarborough <master@charlestoncounty.org>
Cc: Andrew K. Epting <ake@epting-law.com>; Michelle Endemann <mne@epting-law.com>; Barnwell Fishburne <JFishburne@charlestoncounty.org>; Laura Dukes Beck <LBeck@charlestoncounty.org>
Subject: Appellate Case 2016-002308/Civil Action 2016-CP-10-1143

Dear Judge Scarborough,

Attached, please see my letter of May 16, 2017 regarding Mr. Epting's letter of this date related to the above referenced matter. The original will be placed in the mail tomorrow.

VR, Bright Ariail

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

bright@brightariaillaw.com
843/814-8805

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STATE OF SOUTH CAROLINA
COURT OF COMMON PLEAS
COUNTY OF CHARLESTON

Palmetto Construction Group,

Plaintiff,

vs. CASE NO. 2016-CP-10-1143

Restoration Specialists, LLC, Reuben Mark Ward, and Lynnette Pennington Ward,

Defendants.

Hearing before the Honorable Mikell R. Scarborough, reported by Christine A. Smith, Court Reporter and Notary Public, at 10:57 a.m. on October 4, 2016 at 100 Broad Street, Charleston, South Carolina.

Christine A. Smith, Court Reporter
[illegible]

APPEARANCES OF COUNSEL:

ATTORNEYS FOR THE PLAINTIFF:

Andrew K. Epting, Jr., Esq.
Michelle Endemann, Esq.
Andrew K. Epting, Jr., LLC
46A State Street
Charleston, SC 29401
(843) 377-1871
Ake@epting-law.com
Mne@epting-law.com

ATTORNEYS FOR THE DEFENDANT:

A. Bright Ariail, Esq.
Law Office of A. Bright Ariail, LLC
125-E Wappoo Creek Drive
Suite 202
Charleston, SC 29412
(843) 814-8805
Bright@brightariaillaw.com

PROCEEDINGS

THE COURT: We're back on the record. This is the case that is captioned Palmetto Construction Group versus Restoration Specialists, LLC, and Ruben and Lynette Ward. The case number is 2016-CP-10-1143.

The case is in a bit of an unusual posture, and that's really why I got you-all here today. We had it scheduled for a damages hearing. I know there's a motion outstanding for a Rule 59 Motion, I think it was, that Ms. Ariail had sent.

Then I was informed yesterday, I believe it was, that the case was on appeal. Ms. Ariail, let me start with you on the Defense side, and then I'll come to the Plaintiff's side and just figure out where we are. Okay?

MS. ARIAIL: Yes, sir, Your Honor. Bright Ariail for the Defendants. Quite frankly, based on the scheduling of the damages hearing and the hearing for the Motion to Alter or Amend, I filed a Notice of Appeal basically taking the position that the failure of the Court to rule on that motion prior to the damages hearing was essentially a denial. Case law supports that.

THE COURT: What case do you have for that?

MS. ARIAIL: There are so many issues, Your Honor. I have things everywhere.

THE COURT: Mainly we need to talk about the procedural aspect of where we are. Okay?

MS. ARIAIL: Okay.

THE COURT: Let me do this while you look for that case. Let me just sort of make sure I get -- I want to do the timeline down here. I think one of the questions is, where's jurisdiction? I fully understand that the filing of a Notice of Appeal is designed to divest the Court of jurisdiction. I'm just trying to figure out what is being appealed. So we had a hearing on the 6th of June, our first hearing. From that an order was issued on the 14th of July. Notice appears to have been sent and received on July 18th.

MS. ARIAIL: Yes, sir.

THE COURT: And that order set the damages hearing for today.

MS. ARIAIL: Yes, sir.

THE COURT: And then a 59(e) Motion appears to have been timely filed on July 27th. That's within ten days. That hearing was then scheduled by my office for a week from today, October 11th. Then we

went back and forth the week of September 7th. Defendant requests that the 59(e) come before the damages hearing.

Plaintiff's objected, and I kept the schedule the same, and then apparently an appeal was filed on September 30th, which would have been last Friday. Today is Tuesday, the 4th of October. I'm trying to figure out what it is you're appealing because clearly the order of July 14th is well past the 30 days.

I'm not familiar with any law which says that the failure to obtain a motion in a timely fashion would total the time to appeal, so that's what I'm trying to get at.

MS. ARIAIL: All right.

THE COURT: My initial reaction is that you're too late on the appeal, but you're not too late on a 59(e). The Court is not entertaining a 59(e). So we have the cart before the horse on one, and we have it after the fact.

MS. ARIAIL: The issue is this: There is a three-prong test whereby my clients can waive their right to arbitration. One of those includes proceeding with litigation, and this hearing, this damages hearing, is a potential item that may end up

waiving my client's rights for an arbitration.

THE COURT: Wouldn't default do that as well?

MS. ARIAIL: Your Honor --

THE COURT: Wouldn't that be the principal test? You have to demand it, and then you have to do it in a timely fashion.

MS. ARIAIL: The decision that the right for arbitration or the Motion for Arbitration was denied to stay the case and send it to arbitration was denied was based on -- according to your order, the Defendant's being in default, that is not one of the standards for not allowing arbitration to go forward. There are other prongs. There are other tests. It's the length of time between the initiation of the lawsuit and the Motion to Compel Arbitration which was very short in this case. It's whether or not there has been any litigation, anything has gone forward.

Our position is at this point, no, but I have to preserve my client's rights for arbitration, and that's why I'm concerned that they would be prejudiced if we went through with this -- went forward with this damages hearing. And the third one is whether or not the Plaintiff has been prejudiced because of some delay.

If this had been a lawsuit that had been answered and taking the normal course of litigation, we would just barely be in the discovery phase. So the point is that the wrong standard was used to deny the Motion to Compel Arbitration, and that by going forward today we are potentially -- we are in danger of waiving the Defendant's right.

THE COURT: But you still have your 59(e) outstanding. Doesn't that protect you?

MS. ARIAIL: If the 59(e) had been heard before this damages hearing, but potentially not. That's why I asked to have them switched.

THE COURT: All right. Let me hear from Ms. Endemann.

MS. ENDEMANN: Thank you, Judge. I think you've sort of hit the nail right on the head. Her objections are preserved under the 59(e) Motion. The Notice of Appeal is -- according to the Rules on its face defective, because it's supposed to include the order appealed from. There is no order subject to appeal at this point in the case.

As you indicated the first order -- first, Judge, it's interlocutory because it's denying a motion to lift the defaults and the associated affirmative defense that they tried to raise, which I

think Your Honor, it's clear in the transcript said you weren't really ruling on the merits of that. What you were saying is that they had to be out of default in order to bring it. So the order denies me from default. That is not immediately appealable until after final judgment and there is black letter South Carolina law on that point.

Number two, the 59(e) Motion that she's trying to appeal from remains outstanding before you. There is no order entered on that issue, and so this argument about waiver and arbitration -- there are cases, Your Honor, that I'm happy to provide the Court that state that arbitration is an affirmative defense, and if you're in default and you failed to raise that affirmative defense you can't bring it until you're in default just like you ruled.

There is no ruling. The point is there is no ruling yet to be appealed. This notice is defective on its face because it doesn't attach an order pursuant to the rule, and there's nothing to appeal from.

THE COURT: I'm just not sure it's final yet, Ms. Ariail. I understand your concern and your desire to preserve your clients' rights, and you seek arbitration. I fully understand that. I just don't

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see where the -- other than the default I don't see where your clients have waived it. I don't see where you've waived it at all. We covered that back in June, as I recall, about the default and what happened there. I fully understand that. My recollection is that you acted timely. I'm not sure that your clients did, but I think you did. I think that's to your credit, but that doesn't get us to a final -- my opinion is it doesn't get us to a final order. Unless you can show me something that says that having a damages hearing before having a 59(e) hearing results in finality and no written order has been issued, I'm not sure I really fully understand.

I'm going to defer to the Rules because you have a Notice of an Intent to Appeal out there, but I need you all to sort of make a record because I think that's what you-all need to take up to the Appellate Court because they're not going to have an evidentiary hearing. Okay?

You-all need to be able to argue this by motion to the Appeals Court as to whether or not, in fact, there is jurisdiction or there's a technical violation of it or whatever if the order is not attached. All that stuff is within their purview. This notice was filed at 2:40 on Friday afternoon,

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and like I said, I just got wind of it yesterday.

Ms. Ariail?

MS. ARIAIL: Your Honor, as I understand you're going to allow us to continue with the appeal at this point?

THE COURT: That's not within my purview. That's within the purview of the Court of Appeals.

MS. ARIAIL: And there will not be a damages hearing today?

THE COURT: What I'm going to do is I'm going to have them proffer what their damages are, and I'm going to have you proffer what you consider your 59(e) to be, and I'm going to let you-all take that up there. I'm just going to do it as a proffer. I'm not going to take testimony. They're going to tell me how much their damages are so it's in the record. You are going to tell me why I should overturn my underlying order, and then you-all can go forward from there. Okay?

MS. ARIAIL: Yes, sir.

THE COURT: And if they decide they don't have jurisdiction and they want to send it back to me, we'll have a full-blown hearing. If they decide it's proper for appeal then they can hear it. All right? I'm just making them a record because otherwise what

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they're going to do is they're going to send it right back here, and we're going to do it again. All right?

So you went into your argument. Let me do that. You went into your argument about the 59(e). Go ahead and tell me why the 59(e) should be granted?

MS. ARIAIL: I have a memorandum prepared that I would like to pass up.

THE COURT: All right.

MS. ARIAIL: Your Honor, I have five different arguments to make on this point. Honestly the one that I mentioned prior is probably the most important which is the one that is actually listed as Item 5 in my memorandum, and that is that the wrong -- the test for whether or not this case should have gone to arbitration the wrong standard was applied. Specifically the Court applied a standard that -- because the Defendants were in default that they could not compel arbitration.

Case law gives you in South Carolina -- both the Federal the State Courts mirror each other somewhat. I mention the three standards. One is that a substantial length of time did not transpire between commencement of the action and commencement of the Motion to Compel Arbitration; two, the

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Defendants did not engage in extensive discovery or litigation; three, the Plaintiff has not been prejudiced through an undue burden caused by any delays seeking arbitration.

So those are the three standards that the Court should have applied to determine whether or not arbitration was proper rather than the fact that the Defendants at that point were in default in this case.

THE COURT: Do any of the cases you've cited, Toler's Cove, Carlson, or General Equipment deal with default matters?

MS. ARIAIL: No, sir. Well, actually the case that I have that deals with the default matter is actually a case out of another jurisdiction.

THE COURT: Okay.

MS. ARIAIL: If you look on -- unfortunately my memo is not numbered, but if you look at the paragraph just before the conclusion, it's the Cedar Surgery Center versus Bonelli case out of Utah. Why that's important to us is they essentially have the same three-prong test, or their test is very similar to that test in South Carolina case law.

In that case, not only did the -- in our case an entry of default has been entered, but in that

case they actually went through the entry of default damages hearing all the way to default judgment, and when the Defendants filed a motion to send it to arbitration, the Court found that arbitration was proper even though they went through all of these steps.

THE COURT: Okay.

MS. ARIAL: Other arguments that I have --

THE COURT: So in that case, I don't know if you have a copy of that, but in that case what you're telling me is the Defendant was in default. They had the damages hearing. Instead of an order of default they had the damages hearing subsequent to that, and then the demand for arbitration was made?

MS. ARIAIL: Yes, sir. In fact, the Defendant didn't show up through any of the Court hearings.

THE COURT: Was a judgment issued prior to?

THE WITNESS: They had a judgment issued against them, and then after that judgment had been entered against them they filed an arbitration, and the Court held that it was proper.

THE COURT: And that was under Utah state law?

MS. ARIAIL: Yes, sir. And again, their test is very similar to our test.

THE COURT: Okay.

MS. ARIAIL: My other argument -- again, that's the -- in my opinion that's the most significant issue that's before us.

Also, I believe that we showed good cause that the entry of default should be lifted because we did assert our right to mandatory mediation and arbitration. It is a contract requirement. It's very specific in the contract. It's not, as it's been suggested, just a form contract. It's one where you actually have to check the box and select the dispute resolution procedures that you're going to use.

In addition to that, not only was arbitration -- mandatory mediation and arbitration selected, but the contract also calls for it to be -- any mediation, any alternative dispute resolution take place in the state where the project occurred which is the State of Georgia and not the State of South Carolina.

THE COURT: All right.

MS. ARIAIL: There is a question -- once a case has been submitted to an arbitrator or a mediator under both federal and state law, then the State Court no longer has jurisdiction over this proceeding.

Interestingly, not only did the Defendants in this case file a Motion to Compel Arbitration, but the Plaintiff actually filed it, contemporaneously with their Complaint. Now, in an earlier hearing Your Honor found that because the Clerk of Court basically -- once the entry of default was submitted or filed, that the Clerk of Court essentially just took that motion out of the case records, and it was never heard.

Obviously, by submitting that to the Court in the first place the Plaintiffs acknowledged that there was a requirement for mandatory mediation and arbitration, and it was something that was put before the Court. It's not something that the Clerk can just merely remove from the docket because an entry of default has been entered. I think the language that came out of the transcript was that the Clerk of Court closed it out.

THE COURT: Okay. I'm reviewing the June 6th transcript. Is it alternative mandatory mediation prior to arbitration, or are they both obligatory under the contract? Which are you telling me?

MS. ARIAIL: Let me pull it. The contract says -- this is Article 6 -- this is a standard AIA subcontract document, but there are certain things,

as I said, that you have go in and select for your particular contract. You have the name of the project, who the parties are, what have you.

In Article 6, the first paragraph addresses mediation. It says, Any claim arising out of or related to the subcontract except those waived in the subcontract shall be subject to mediation as a condition precedent to binding dispute resolution. Also, it basically says that they will use the AAA, be administered by AAA, and they will use the construction industry rules of AAA.

As I've mentioned before it says, Mediation shall be held in the place where the project is located unless another location is mutually agreed upon. The next paragraph is binding dispute resolution, and it says, For any claim subject to but not resolved by mediation pursuant to Section 6.1, the method of bonding dispute resolution shall be as follows. That's where it gives you various choices.

The first one is arbitration pursuant to Section 6.3 of this agreement. That's the one that was selected. The other two are litigation, and then it's got just an other, and it lets you fill in the blank. If you go to --

THE COURT: So the other was not filled out

either, so it's arbitration --
MS. ARIAIL: The only thing that's been checked -- and the subcontract is actually attached to the Complaint.
THE COURT: Okay.
MS. ARIAIL: The only thing that's been -- there's a big "X" in the block by arbitration pursuant to Section 6.3 of this agreement. 6.3 says, If the contractor and subcontractor have selected arbitration as a method of binding dispute resolution in Section 6.2, any claims subject to but not resolved by mediation shall be subject to arbitration which, unless the parties agree otherwise, shall be administered by AAA. It goes on and talks about the procedure itself.
THE COURT: The preceding paragraph said, Except as waived. Is there a definition of what waiver is constituted in there?
MS. ARIAIL: Say that again? I'm sorry.
THE COURT: The paragraph just prior to that, when you get into the -- it said, Except as waived. Is there a provision in the contact that talks about a waiver?
MS. ARIAIL: There is a paragraph that talks about Waiver of Subrogation.

THE COURT: Waiver of subrogation?
MS. ARIAIL: Yes, sir. So what the paragraph -- the site to waiver that you asked me about, when it says, Any claim arising out of or relating to the subcontract except as waived in the subcontract. So it's the Waiver of Subrogation. That appears in Paragraph 13.9 of the subcontract, and again, Article 6 is Mediation and Binding Dispute Resolution.
THE COURT: Take me back. Which paragraphs are you reading from?
MS. ARIAIL: Article 6, which appears on Page 8 of the subcontract as Attachment A to the Complaint.
THE COURT: I've got it.
MS. ARIAIL: Page 8, if you look at the top, it's Article 6, Mediation and Binding Dispute Resolution.
THE COURT: I've got it.
MS. ARIAIL: 6.1 addresses the mediation. 6.2 is where they determine which method of dispute resolution will be used after mediation. Then below is where it describes the arbitration process.
THE COURT: I've got you. And you said waiver was found in Section 13?

MS. ARIAIL: Waiver is -- yes, sir, 13.9 which is on Page 14.
THE COURT: Anything further on that?
MS. ARIAIL: Your Honor, I would like to clarify one thing while we're looking at the subcontract. On Page 1 it does say that Restoration Specialists is a South Carolina corporation. That is not correct. That is a typo. They do have a local field office, but they are actually a Georgia corporation.
THE COURT: Page 1 of the subcontract you said?
MS. ARIAIL: Sir?
THE COURT: Of the subcontract?
MS. ARIAIL: Yes, sir. The first page of the subcontract. I'm not sure -- why it reads that way, but the reality is that they are a Georgia corporation.
THE COURT: Okay.
MS. ARIAIL: I have a stack of cases that are cited in my memo, which I'm happy to share with all.
THE COURT: Very good.
MS. ARIAIL: I don't believe they're in the order that they appear in the memo, but the Cedar Surgery Center, which is the Utah case that I

mentioned that deals with the default, is on the top.
THE COURT: Thank you. That would be great.
All right. Ms. Endemann, let me hear from you. Let's first talk about where we are procedurally, and then we'll go into the damages question. Okay?
MS. ENDEMANN: Thank you, Your Honor. Let me just respond to Ms. Ariail. I apologize. I don't have a memorandum with me. We just received hers now, and I wasn't prepared to go forward on this today, so I'm happy to provide the cases to Your Honor in a reply memorandum if you would like.
I am not aware of the Utah case. I've just been handed a copy that Ms. Ariail is referring to, but there are cases in other jurisdictions -- I have found several -- that state that affirmative defenses are waived by default, and that arbitration is an affirmative defense. It's true that the Plaintiffs with their Complaint did, in fact, move to compel arbitration. That motion was withdrawn when no answer was received.
We served notice of everything including the arbitration demand. Obviously it was with the Complaint. Mr. Ward never made any appearance. Once no appearance was made default was entered. We asked

the Circuit Court, Judge Young, to send it here for a damages hearing and withdrew our Motion to Compel Arbitration.

Our position, Judge, without getting into the specific defenses is simply that, it's an affirmative defense. They can't raise it. They're in default. I think that's what your original order said. We don't even reach the merits of the arbitration argument. It's simply that they are in default. There was no good cause why the default should be lifted, which is what Your Honor found in your discretion in the first order, and that we never reached this question.

The motion is not properly brought. If they were going to answer, go into arbitration, we would have done that. We have been unduly prejudiced even under this test. A long substantial period of time has not eclipsed. We served discovery with the pleadings. We served our motion with the pleadings. We did everything we could because this is such a time sensitive case.

In this specific case though there wasn't a great lapse of time. The time that has lapsed has caused substantial harm to my client who was going to get ready to testify to that before Your Honor today.

So there has been prejudice even under the waiver test, not even considering the default question, But Your Honor, it's not properly before you. They're in default. It's been waived.

THE COURT: Thank you. So what I'll do is I'll give you -- what would you like? Ten days? Is ten days sufficient time to get me some sort of responsive memo?

MS. ENDEMANN: Yes, Your Honor.

THE COURT: Let's just do that. I'm worried about the courthouse closing at the end of this week, by the way, and we all may have to leave town, so maybe 14 or 15 days. Mr. Epting?

MR. EPTING: Judge, just a couple of practical observations. One of the nice things about having done this for now almost 40 years I feel comfortable standing up here and having a conversation with you and just saying, in essence, have you thought about this? In that category have you thought about this? We'd move to dismiss this appeal.

THE COURT: Has that already been filed up there?

MR. EPTING: Yes.

THE COURT: Okay.

MR. EPTING: And the probabilities are high,

Judge -- high, high, high -- that this is coming back to you. Number one, I'm hoping that what we do here today, if that is what happens, that in essence this Court can move forward and decide the merits of this damage hearing on the record that is before you.

Secondly, Judge, and I don't know if this works or not, but if of course, this notice is defective for failure to appeal from an order because that's what the Rule says, Judge. It has to be an order. The only order was an interlocutory one and the 30 days has run. If the notice is defective this Court has jurisdiction, and this Court could proceed, and this Court could rule.

Now, here's the piece, Judge that, I'm not able to conceptualize down the road, but if this Court were to enter an order that said, If I had jurisdiction then this would be my ruling. Maybe the whole thing could simply go and be decided in this one appeal, because I think, Judge, what you were trying to do is to make a record here so that hopefully this could be all done at one time somehow, some way. I'm simply observing to you without some sort of rule -- it won't be possible because there will have been no ruling by the lower Court for the Appellate Court to address the merits.

I don't know, Judge. In the back of my head something tells me that the contingency of a ruling perhaps doesn't work, but I may be confusing it with something else because if the Court does have jurisdiction, and you say if I was not divested of jurisdiction and having everything before me my ruling would be thus and so.

Then one of two things happens. Either they send it back and it's before you, or they can say, this is enough. We'll just go forward. I'm not making a legal argument, Judge. You've been doing this for quite a while yourself. It didn't occur to me until I was sitting here listening to other lawyers talk that that might be of some interest to the Court and for that reason I mention it.

THE COURT: Thank you, Mr. Epting.

MR. EPTING: Thank you, sir.

THE COURT: I'll tell you, the main reason I wanted to go forward today was because I'm well aware that the Appellate Courts are not going to have an evidentiary hearing. They're going to get it on whatever record there is. From my perspective it doesn't look like there's any kind of record, so that's the problem that we've got going forward here. They get to make that call. I've had them send me

stuff and say, Make me a record, and then it turns around and goes right back up there. I'm trying to avoid that. So to the extend you-all can get a transcript out of today's hearing when you go up there and argue that point, then at least you can have something to argue upon.

What I did, once I got notice of this yesterday, I just went back through the record and procedurally created my own timeline, which is where I started out in my production today. I sort of was scratching my head as to where we got on that particular matter.

So what I'll do is I'm going to give you-all a chance to read these, and give myself a chance to read these cases. I'm happy to read the one from Utah and see how it is, but just in going back through the record here, it looks like this case was filed March 7th, I think it was. Service of process was perfected some time in March, and then default was in April, and then it got sent over here, I believe, in early May.

The Motion to Refer was the 18th of April, and then we had our first hearing the 6th of June, and then July 11th was the date that the Motion to Stay and Compel Arbitration was filed. Then we had our

hearing on the 14th of July. That's what the order came from essentially was at that time and on that date. That's what's got us here. As I said before, it was timely. The 59(e) Motion was timely filed. I don't have any question about that. That issue came up this morning. This one was clearly timely filed.

That's sort of what I was waiting to see, and this one just sort of surprised me as to where we were and how it got on appeal as quickly as it did. I understand Ms. Ariail wanted to protect her client's interest in that regard.

The Motion to Compel Arbitration filed by the Plaintiff was withdrawn at the time the matter there was referred here; is that my understanding, Ms. Endemann?

MS. ENDEMANN: That's correct, Your Honor.

THE COURT: Very good. Let me hear about your damages. What do you-all contend your damages are first off? Give me a figure and how you calculated them. We can either take testimony or not. I want to get that figure. I'm not going to rule on that today. I just want you to know I'm not going to rule on any of this, but I'll take this under advisement for ten days or so.

MS. ENDEMANN: Yes, Your Honor. We've

prepared some Exhibit notebooks if you would like me to hand one up to you so you can have it in front of you. I'm happy to go over it. Our damages being claimed today -- our actual damages being claimed are $1.681 million. The figures are hard. They are comprised of three components. The first are receivables that are due to Palmetto Construction pursuant to the subcontract, so that includes actually a subcontract of theirs for some work that was performed and some costs that have not been reimbursed.

The figures match up to Mr. Ward's documents, so it doesn't appear that there will be any question there. The next, Your Honor, is the current due to Hanover. That's the surety that you recall has made demand upon all the indemnitors for all of these claims of subcontractors and suppliers that Restoration did not pay even though they were paid by the Federal government for the projects. So the demand that has been made is $1.4 million.

THE COURT: That's from the --

MS. ENDEMANN: The surety has made demand on the indemnitors for the full amount, $1.4 million. Yes, Your Honor, there are two open claims that total about $44,000, but the surety has actually

paid $1,186,501.71 in claims. In our Exhibit notebook we've got the check numbers that they used. That's money that's actually been paid. Then there are some outstanding claims actually paid which make up the $1.4 million, the difference. That demand was recently reiterated by the surety on the 30th of September.

THE COURT: Is that Hanover?

MS. ENDEMANN: Yes, that's Hanover. The final element of our damages, Your Honor, is the 50/50 profit split under the teaming agreement that was entered into between our clients. It was agreed that 50 percent of the proceeds would be split. There should have, under Mr. Ward's own documents, been a profit of $221,000. We have some dispute with that figure. There is some overhead and some inflated costs in there that we have adjusted somewhat.

Even under his own math we are owed a significant amount of money. We are actually claiming under the 50/50 profit split $221,730.46. Our total damages are made up of those three. We've got -- if you would like me to hand up the Exhibit notebook I'm happy to do so. Mr. Kindle (phonetic) is here and can provide some testimony if Your Honor would like.

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THE COURT: Ms. Ariail?
MS. ARIAIL: Your Honor, I'm going to object to any of this information being put in the record. Again, this is essentially the damages hearing as going forward. I've essentially got Counsel for the Plaintiff testifying with no --
THE COURT: Well, I asked for a proffer and that's just what I got. That's what I was wanting. Okay? I want that to be on the record when you-all take that up there.
MS. ARIAIL: Well, I don't agree with anything that she said.
THE COURT: You don't have to.
MS. ARIAIL: I've got problems with a lot of the documents that are contained herein. Her representation that Mr. Ward has admitted -- they admitted that. I object to that. I object to the amount that she says is receivable due to PCG. I object to the profit sharing.
THE COURT: Is the teaming agreement the basis for the profit share? Is that what that is?
MS. ARIAIL: The teaming agreement expressly says there is no profit sharing. That is in dispute. There is no profit sharing. The teeming agreement specifically says --

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THE COURT: That's all. You don't have to agree. And there's an indemnification agreement here as well?
MS. ARIAIL: Actually, the indemnification is with Hanover, who was the bonding company. There is a line in there that says that the parties can't even seek contribution against each other until they've satisfied the bonding company, so all of this is premature.
THE COURT: Is your client getting notices from the sureties as well?
MS. ARIAIL: No, Your Honor. He's gotten one Affidavit of Claim. He's gotten one. The majority of this has been negotiated by Palmetto. My client has not had the opportunity to review these claims. Some of them that -- Hanover has shared some information by e-mail with Mr. Ward, and he has disputed some of these claims. Regardless of his disputes with these amounts owed Hanover has gone ahead and made some of these payments as late as the summer. Restoration Specialists has been back on the project repairing work that was performed improperly by Palmetto. They've incurred expenses with that.
They've incurred a lot of expenses related to the elevator. They've had to actually hire another

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company. They've had entrapments. I think that's a nightmare, some of the things that they've done trying to -- you know, they got a good report from the VA, so they have gone over and above to make sure that the VA's happy with his work, and it includes taking care of some defective work.
THE COURT: Is the project complete at this time or not?
MS. ARIAIL: Yes, sir. Yes, sir.
THE COURT: Give me the full amount of your damages again? I'm sorry, Ms. Endemann. $1.4 million or something?
MS. ENDEMANN: $1,681,000, Your Honor.
THE COURT: 681, okay. Thank you. That's the 1.186 -- the 221, was it?
MS. ENDEMANN: I'll give you the exact figures. The receivables due to the construction are $184,858.69. The profit share is $221,730.46, and due to Hanover is $1,230,888.71 for a total of $1,681,864.86.
THE COURT: Okay. I've got it.
MS. ENDEMANN: Thank you.
THE COURT: I'm just going to take that as the proffer, but again, just so you-all have it in the record and the Court understands what this case is

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about. Okay? So what I'm going to do is I'm just going to take it under advisement. I'm going to ask that they give a responsive memorandum within ten days. Ms. Ariail, if you want to respond to that you can within five. Okay?
MS. ARIAIL: Yes, Your Honor.
THE COURT: I don't know when or how long they will take to make a decision on this thing. I would think it will be relatively quickly, and we may well be back here for this damages hearing. They're entitled to cross-examine the witness, and that's what they're going to do. I'm just trying to give them a picture because otherwise they won't have any idea what's going on.
The question as I see it is whether or not the question for the appeal is procedural, whether or not there's a final order from which you can appeal. I think that's number one. The second thing has to do with whether or not there's finality to that, and I don't think there's finality until a determination of damages has been held.
Ms. Ariail is concerned about waiver of the right to arbitration or mediation, and I understand that. Okay? I'm going to do that and we'll go from there.

MS. ARIAIL: Your Honor, one housekeeping thing. We do have a motion hearing next Tuesday. I'm assuming that that is not going forward?

THE COURT: We're to going to need to go forward on that one.

MS. ARIAIL: Thank you. I just wanted to confirm that.

THE COURT: Unless you-all get a remittor down here that quick, but I can't imagine that's going to happen.

MR. EPTING: And Judge, it probably will be six months. The Court of Appeals regrettably on these Motions to Dismiss, they're way backed up.

THE COURT: I understand. I understand. I'm concerned about that. I just think they will want something to look at. You will have a transcript, and you can go from there, so you can provide them with something, but my understanding is it's a motion practice at this point in time with the Appellate Court. I'm well aware of that. Okay?

(The proceedings were concluded at 3:03 p.m.)

State of South Carolina)
)
County of Charleston) CERTIFICATE

I, Christine A. Smith, Court Reporter and Notary Public for the State of South Carolina at Large, do hereby certify that the foregoing transcript is a true, accurate, and complete record.

I further certify that I am neither related to nor counsel for any party to the cause pending or interested in the events thereof.

Witness my hand, I have hereunto affixed my official seal this 24th day of October, 2016 at Charleston, Charleston County, South Carolina.

_____
Christine A. Smith
Notary Public
My Commission Expires
May 12, 2021

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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. 2016-002308]

Palmetto Construction Group, LLC	Respondent
v.	
Restoration Specialists, LLC, Reuben Mark Ward, and Lynnette Pennington Ward	Appellants

---

AFFIDAVIT OF A. BRIGHT ARIAIL, ESQ.

PERSONALLY APPEARED BEFORE ME, A. Bright Ariail, Esq., who having been first duly sworn deposed, states as follows:

1. I am a licensed attorney in South Carolina, SC Bar No. 69570.
2. I represent the Appellants, Restoration Specialists, Reuben Mark Ward, and Lynnette Pennington Ward in the above-referenced matter.

3. Respondent filed and served its Initial Brief and Designation of Matter on April 18, 2017.

4. There are documents included in Respondent's Designation of Matter that were not presented to the lower court including:

   1) Item 2 – Appellants' Answers to interrogatories and requests for production

   2) Item 3 – Appellants' document productions dated July 6, 11 and 13, 2106

   3) Item 4 – Respondent's exhibit notebook in support of its proffer of damages.

5. I have performed a complete review of all documents filed with the Charleston County Clerk of Court that appear on the Clerk's Public Index and none of the documents listed in 4. a., b. or c. were part of any pleading, motion, legal memoranda, order, exhibit or other filings with the lower court.

6. I have performed a complete review of the transcripts for the three hearings held in front of the Master in Equity, and none of the documents listed in 4. a., b. or c. were a part of the record at any of the hearings before the lower court in this matter.

7. Accordingly, the following documents cited in Respondent's Initial Brief are not in the record:

   (1): VA Contract;

   (2): Subcontract, Attachment 1;

   (3): Indemnity Agreement;

   (4): PCG letter;

(5): Hanover demand;

(6): Final pay application;

(7): Appellants' answers to discovery;

(8): job cost billing detail;

(9): AR history report;

(10): Subcontract, Attachment;

(11): Subcontract Breakdown;

(12): PCG Subcontract Breakdown;

(13): Ward email dated January 11, 2016;

(14): Appellants Answers to Interrogatories;

(15): Restoration Specialists' contract log;

(16): Restoration Specialists' monthly expenses spreadsheet;

(17): Restoration Specialists' subcontract log;

(18): Proof of Profitability Breakdown.

8. There are numerous references made to those documents and allegations of facts that those documents purportedly contain within Respondent's Initial Brief.

9. Furthermore, the Respondent references these documents as authority for certain legal conclusions argued in its Initial Brief.

FURTHER DEPONENT SAYETH NAUGHT.

- SIGNATURE PAGE FOLLOWS -

A. Bright Arjail, Esq.

Sworn to before me
This 28th day of April, 2017.

Notary Public for the State of South Carolina

My Commission Expires: 11-30-2026



STATE OF SOUTH CAROLINA
COURT OF COMMON PLEAS
COUNTY OF CHARLESTON

Palmetto Construction Group,

Plaintiff,

vs. CASE NO. 2016-CP-10-1143

Restoration Specialists, LLC, Reuben Mark Ward, and Lynnette Pennington Ward,

Defendants.

Hearing before the Honorable Nikall R. Scarborough, reported by Christine A. Smith, Court Reporter and Notary Public, at 11:29 a.m. on June 6, 2016 at 100 Broad Street, Charleston, South Carolina.

Christine A. Smith, Court Reporter
[illegible]
P.O. Box [illegible]
Charleston, South Carolina, 29417
(843) [illegible]
[illegible]

APPEARANCES OF COUNSEL:

ATTORNEYS FOR THE PLAINTIFF:

Andrew K. Epting, Jr., Esq.
Michelle Endemann, Esq.
Andrew K. Epting, Jr., LLC
46A State Street
Charleston, SC 29401
(843) 377-1871
Ake@epting-law.com
Mne@epting-law.com

ATTORNEYS FOR THE DEFENDANT:

A. Bright Ariail, Esq.
Law Office of A. Bright Ariail, LLC
125-E Wappoo Creek Drive
Suite 202
Charleston, SC 29412
(843) 814-8805
Bright@brightariaillaw.com

PROCEEDINGS

THE COURT: This matter is captioned Palmetto Construction Group, LLC versus Restoration Specialists, LLC, Reuben Mark Ward, and Lynnette Pennington Ward. The case number is 2016-CP-10-1143.

The matter is set today as a default damages hearing, and the matter was referred to the Court on April 18th, and entry of default was entered on that same date. It appears that service process was performed on Reuben Ward on or about March 14th, the case having been filed on March 7th, and also on Lynnette Ward on that same date it appears.

I believe Mr. Ward was served as the agent for the corporation, Restoration Specialists, LLC. This Court set it for a hearing in April on damages. I did receive, and I don't know -- have you got that --

MR. FISHBURNE: That is it.

THE COURT: Late last week from the Law Office of A. Bright Ariail a Motion to Set Aside the Entry of Default and also for continuance. Have you-all been provided with that as well?

MS. ENDEMANN: Yes, Judge, we were served on Friday afternoon.

THE COURT: Do you want to be heard first on the motion before we get to the subset of the aspect of it, or where do we stand on that?

MS. ENDEMANN: Well, Judge, we were served late Friday, and we are amenable to try to come to some resolution of these motions. If I could give you a little bit of context and background for the case?

THE COURT: Sure.

MS. ENDEMANN: It's a case that arises out of a project for the VA. It was completing a hospital parking deck in Georgia. So Restoration Specialists was the general contractor on the project with the Department of Veteran's Affairs. My client, Palmetto Construction Group -- I have Mr. Kendle with me here today -- was approached by Restoration.

This was a large project for them. They needed some help getting a bond in place. In order to complete the job they needed help managing the project. They needed help completing the project. So they came to my client, Palmetto Construction Group, and asked for assistance.

A teaming agreement was entered into. So under this agreement Palmetto would manage the project, they would do other certain responsibilities, and Restoration would stay as the

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general contractor. There would be a profit split as a result of this agreement. The project started -- seemingly it was going pretty well.

Towards the end of the project, we started to get some red flags. We started to get notices that some of the subcontractors, some of the suppliers, are not being paid by Restoration. Unfortunately, as part of this agreement with Restoration, Palmetto got their bonding company to write this bond. Palmetto is liable on the bond with Mr. Ward and Restoration and Ms. Ward. Mr. Kendle personally is liable on the bond. Mr. Handegan, another primary principal at Palmetto is obligated on the bond and so is his wife.

So when all of these claims start coming in from these subcontractors who say they're not getting paid from Restoration, it becomes our problem in a very large way. Hanover, the bonding company, turns to us and says, You need to pay for this. You're obligors on the bond. Now we have approximately $1.4 million dollars in claims on this bond for subcontractors and suppliers that have not been paid, and Hanover is looking to us to pay it.

It's impacting other jobs because obviously they have this issue with the bonding company, getting other bonds is becoming a problem. So

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there's some real urgency on our clients' part to get this worked out as fast as we possibly can.

Mr. Ward had been making some overtures. Ms. Ariail was retained, and she filed the motions that you discussed earlier on Friday. If we could get some agreement, Judge? We need the file. We need the financials. We need the bank accounts. We need to get these documents in place, and we would like to ask him some questions about, where are these funds? You are receiving payments from the Federal Government. Where is the money going because Hanover is coming to us saying we need to pay it. We did our part but we're going to end up in a really tough spot here. So the urgency is really what we're impressing here.

We're amenable to trying to work something out on these motions, but we really need to have an agreement and exchange so that we can have these documents. We actually served the discovery with the Complaint, so it's already pretty well overdue. I actually today just served some deposition notices on Ms. Ariail. Of course she's just getting involved in the case.

We are looking to get these records as soon as possible. That's a little bit about potential

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accounting that would be great. If that can't be done in the short term we would like the file. We would like the file anyway, but we would like that at least in the next seven or so days. If we can take a deposition in the next 14 days I think Ms. Ariail might have some issues with the date but as soon as possible, and maybe even get a hearing in front of Your Honor in case any other issues come up with the discovery or if we need to go to mediation. If there is any kind of order that we would like the Court's help with we could come back to you in order to work this out as quickly as we possibly can.

THE COURT: Ms. Ariail?

MS. ARIAIL: Your Honor, I learned of this matter Thursday night of last week. I have represented Restoration Specialists in other matters, so I am, unfortunately very new to this issue. I do understand from Mr. Ward, who is the managing member of Restoration Specialists, that he has been in contact with the attorney -- I guess it's an in-house attorney with the bonding company, and he has made some payments on some of these claims that are considered valid reaching back into the March timeframe of this year.

I know that he is eager to get this issue

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resolved and behind him also. I've spoken to him after speaking with Palmetto's counsel on Friday, and he is willing to provide the documentation and absolutely would be willing to mediate this case. I believe there were -- per the contractors there was a mediation and then mandatory mediation as condition precedent to arbitration. So we would like to do that.

Unfortunately it's compounded by -- I'm actually leaving the country on Saturday for two weeks. I had not asked for an order of protection in this Court because I didn't have anything active in this Court. So that unfortunately is going to impact the time. I'm willing to do what I need to do to try to facilitate the exchange of information and move forward with this.

THE COURT: I think June 10th through the 24th were the dates you were requesting that you would be out?

MS. ARIAIL: Yes, sir.

THE COURT: Do you have information? Do you have documentation from your client based on your conversation you must have had last week with them? Have you gotten any of this stuff? Do you have it in hand I guess is my question?

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MS. ARIAIL: I do not. The only thing I have are a couple of affidavits that are specific to the subject of the motions that I had filed.

THE COURT: I haven't seen any affidavits.

MS. ARIAIL: I just filed them this morning, Your Honor. He's out of state, so I had to have them overnighted to me on Saturday.

THE COURT: Sure.

MS. ARIAIL: I'll be happy to pass a copy up to you.

THE COURT: Okay.

MS. ARIAIL: Again, I had filed a Motion for Continuance and Protection. This is just dealing with this schedule to try to give me some time to figure out what's going on here and -- and then the Motion to Set Aside the Default. So there's two affidavits.

THE COURT: Okay. You have two affidavits from Mr. Ward: One explaining what was going on relative to the bond, and acknowledging receipt of the Summons and Complaint on or about March 14th; the other stating he's the managing member and just got notice of this hearing on June 2, which would have been last Thursday night at 6:30.

Ms. Endemann?

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MS. ENDEMANN: Thank, you, Judge. I'm going to object to these just because I haven't seen them before now. One of the things I would like to point out -- we did serve Mr. Ward pursuant to the Rule last week with the notice of this hearing, and then ever since then there's sort of been a flurry of e-mail correspondence with the bonding company, and there have been some payments, but my understanding is that it's right near $20,000 on the $1.4 million that's outstanding.

So while he's making overtures, respectfully, we really need to push forward with the discovery because obviously that's not even putting a dent into what's owed. We're copied on most of this correspondence with the bonding company since they're coming to us weekly, if not daily, to get updates and try to get their money.

THE COURT: Are you-all already out the 1.4 or is that the amount of the claim.

MS. ENDEMANN: That's the amount of the claims. The bonding company has been making demand on this because they have been starting to pay these claims, and so our time is running very short. Then Ms. Ariail is going on vacation. I understand that. We can maybe work with her on the deposition dates.

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I think we noticed it on the 20th. She will be back on the 26th. We can certainly move it until when she gets back, but Your Honor, I would really, really request that we can get these documents produced and the bank account information produced in advance of her going on her trip.

THE COURT: Ms. Arial, is that possible?

MS. ARIAIL: Your Honor, I will speak to my client. I can't represent to you when I can do it. I know he's out of the state today. He's in Oklahoma. I'm not sure when he's coming back, but I will absolutely do my best to make that happen.

THE COURT: All right. Here's what I'm going to do. I'm going to see if -- you-all need to get on a short timetable to see if you-all can't get a little scheduling order worked out over the next 60 days. I'm going to bring you-all back in here. I'm going to hold both of these motions under -- I'm going to essentially grant your Motion to Continue the Matter. Okay? Your Motion for Relief from the Entry of Default I'm not going to rule on yet. There's not much I saw in that affidavit that would give me indication that I would grant that motion. I can tell you that right now. Okay?

I will give you-all some time to see what

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you-all can do to work out in the meanwhile, but it sounds like it needs to happen sooner than later. Okay? So I'll hold the Motion to Reopen the Entry of Default in abeyance.

As it stands now, the Defendants are in default. I'm going to give you some time because you are going on vacation, but it sounds to me like your client needs to come up with some information pretty darn quick. Okay? Let's see if you-all can't get this thing resolved. You indicated there was -- I think I read that in your correspondence. There was some sort of mandatory mediation prior to arbitration was you-all's contractual arrangement; is that what it was?

MS. ARIAIL: Yes, sir.

THE COURT: Well, we'll cross that bridge when we get to it. Okay? I would see if you-all can't set that up and get some information and get rolling with this. I'm going to bring you-all back in here. Let's get a date.

MS. BECK: We have some time July 14th.

THE COURT: Do you want to get a status about that time? July 14th? Does that give you enough time? You're going to be gone until the 24th, so back in the office -- that would be -- we ought to

find out where we're going at that time? Why don't you-all give me a response -- what does that day look like? Is it wide open?

MS. BECK: The 14th?

THE COURT: Yes.

MS. BECK: We have one at 11:00.

THE COURT: I'll put you-all down for 11:00 a.m. on the 14th of July. We'll reconvene at that time. See what you-all can resolve.

MS. ENDEMANN: Thank you, Judge.

(The proceedings were concluded at 11:43 a.m.)

State of South Carolina)
)
County of Charleston) C E R T I F I C A T E

I, Christine A. Smith, Court Reporter and Notary Public for the State of South Carolina at Large, do hereby certify that the foregoing transcript is a true, accurate, and complete record.

I further certify that I am neither related to nor counsel for any party to the cause pending or interested in the events thereof.

Witness my hand, I have hereunto affixed my official seal this 26th day of July, 2016 at Charleston, Charleston County, South Carolina.

Christine A. Smith
Notary Public
My Commission Expires
May 12, 2021

STATE OF SOUTH CAROLINA
COURT OF COMMON PLEAS
COUNTY OF CHARLESTON

Palmetto Construction Group,

Plaintiff,

vs. CASE NO.: 2016-CP-10-1143

Restoration Specialists, LLC, Reuben Mark Ward, and Lynnette Pennington Ward,

Defendants.

Hearing before the Honorable Mikell R. Scarborough, reported by Christine A. Smith, Court Reporter and Notary Public, at 10:57 a.m. on July 14, 2016 at 100 Broad Street, Charleston, South Carolina.

Christine A. Smith, Court Reporter
[illegible]

APPEARANCES OF COUNSEL:

ATTORNEYS FOR THE PLAINTIFF:

Andrew K. Epting, Jr., Esq.
Michelle Endemann, Esq.
Andrew K. Epting, Jr., LLC
46A State Street
Charleston, SC 29401
(843) 377-1871
Ake@epting-law.com
Mne@epting-law.com

ATTORNEYS FOR THE DEFENDANT:

A. Bright Ariail, Esq.
Law Office of A. Bright Ariail, LLC
125-E Wappoo Creek Drive
Suite 202
Charleston, SC 29412
(843) 814-8805
Bright@brightariaillaw.com

PROCEEDINGS

THE COURT: Palmetto Construction Group versus Restoration Specialists, LLC. For the Plaintiffs is Mr. Drew Epting and Ms. Michelle Endemann. For the Defendants is Ms. Bright Ariail. Good morning, Ms. Ariail. I believe we are here on your motion, are we? Is that what got us here?

MS. ENDEMANN: Judge, I think we are here on a couple of different things that were noticed. I think you set it for sort of a general status after we were here before you about a month ago. Also, there is a Motion to be Relieved from Default that Ms. Ariail has filed, as well as a Motion to Compel Arbitration.

I can give you a little bit of an overview of sort of where we are from last time. I think it would be helpful.

THE COURT: Sure.

MS. ENDEMANN: If you recall, Judge, this is a case where my client, Palmetto Construction has sued a business associate of theirs on a project for the V.A. The agreement between Restoration Specialist and the other Defendants which are the principals of that company and Palmetto was essentially that they

would work together on a job with the V.A. Restoration was to be the general contractor. Palmetto was to aid Restoration in this job, provide their expertise on a job of this size, provide the bonds that were required in order to complete the project. There would be a split of the profits, and Mr. Ward was the one who had the contracts with the V.A., and then all the subcontractors below.

Unfortunately what happened is Mr. Ward stopped paying his subcontractors. He stopped paying them it looks like all together. We started receiving bond claims coming in toward the end of the job. We didn't know what was going on because we weren't a party to those agreements. We weren't the ones that were paying them. We weren't the ones that were receiving money from the V.A.

So Mr. Ward is getting money from the V.A. He's diverting the funds. His subcontractors filed claims on the bond for which Palmetto was liable, and personally liable, all of its principals, their wives, and now Hanover, the bonding company with surety is looking to us to pay over a million dollars in bond claims.

We were here before you last time for a damages hearing because we had served discovery with

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our Complaint and the Complaint went unanswered. We're here for a damages hearing. We served Mr. Ward with notice of that hearing pursuant to the Rules, and it was then that he had hired Ms. Ariail.

She came and actually had a vacation planned, so we kind of came to an agreement. She was able to get us some of the documents that were owed. The discovery is not complete. In particular we're missing some pretty important things like the payments from the V.A. to Mr. Ward and then where that money went.

From the documents that we have received it appears that the project was pretty profitable with all the subcontractors being paid, and then still some hundreds of thousands of dollars in profit. So we're left looking at records that show there should be a surplus of funds.

Instead we're faced with the surety coming to us and saying, Hey, you owe us over a million dollars. The other problem that my client has is they do a lot of bonded work. They have a surety that says, You owe us over a million dollars. Nobody wants to bond any projects. So time is really, really of the essence here because we can't get work. If we can't get work our business goes under, and all

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of our people don't have jobs, so we're really sort of in dire straits here.

THE COURT: Okay.

MS. ENDEMANN: We were served with this Motion to Compel Arbitration this week, and Your Honor has set it probably for expediency today. We don't think, Your Honor, that we can go forward on that motion. First, we don't think that he can bring the motion, period, because he's in default; and second, it's not properly before this Court as we only got notice of it a couple of days ago.

We think that the tapat here might be to try to get relief from default, get this motion heard, and get it appealed if Your Honor does not rule in their favor and ties this up for several years. If that happens, again, my client's out of business.

What we would like to see happen here today is have a damages hearing set because Mr. Ward is in default. He's not provided the Court with any reasonable explanation for being in default and is not entitled to make this Motion for Arbitration since he is in default. Thank you, Your Honor.

THE COURT: Ms. Ariail, let me hear from you on that one.

MS. ARIAIL: Your Honor, I don't totally agree

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with the facts, but I think the thing that disturbs me the most is the statement that we haven't provided payments from the V.A. We have provided documentation of the amount of payments that have been made.

When we were in front of you a month or so ago there was a -- and there still is a standing Motion for Compelling Arbitration by the Plaintiff. They actually filed that. The contract requires it, and there is a motion that has not been heard that was filed by the Plaintiff for compelling arbitration.

In the meantime, despite the requirement for mediation and arbitration, and based on direction from the Court at the last hearing, we have complied with discovery. We have answered discovery. We have been continuously providing documents as we've compiled them, and at my direction my client has concentrated on the financial records rather than the voluminous information that is compiled on a two-or-three-year construction project.

That being said, I think it's proper to hear the Motion to Compel Mediation and Arbitration today. We merely joined what the Plaintiff's have already filed. For that reason I would ask that you go ahead and hear that motion.

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THE COURT: You want to get out of Default first, don't you? I didn't rule on that last time I don't think?

MS. ARIAIL: You did not.

THE COURT: You're right. Mr. Epting and Ms. Endemann, it looks like there was a motion filed back in March to Compel. Is it mediation or arbitration? Is it contract specific?

MS. ENDEMANN: Your Honor, it's a standard Form AIA contract, so there is a provision in there having to do with mediation and arbitration. We did file that motion assuming that we were going to get a responsive pleading and that we would send it to arbitration. That's not what happened in this case. Instead we set aside that motion and asked for an order referring this case to you for a damages hearing which was granted by the Circuit Court.

THE COURT: I've got it. This was filed March 7th. That motion was with those -- that was as a result of the matter to referral. Mr. Ward was served on the 14th of March. The Motion to Set Aside the Entry was there. I recall we had a quick meeting and then you-all did some discovery and I haven't been able to resolve anything. Basically, it's a Motion for a Continuance which we granted. And then

Mr. Ward's affidavit. All right. That rings a bell.

Well, Ms. Ariail, I think the first thing you have to do is get out of default before you can bring affirmative relief. It does appear that the matter was referred over here. I think that took care of the -- the clerk closed out the Motion to Compel the Arbitration because of the fact that it was referred over here. So that based some adjudication on that motion is how the Court considers that.

I think what we were wrestling with last time was whether or not you-all could resolve it. That doesn't look like it's been done. I find that because it was not shown by Mr. Ward in his affidavits that that supported why he was in default I find the Defendant in default and I so order.

So this will be a question of a damages hearing to be set. How much time do you-all want?

MS. ENDEMANN: Your Honor, we probably need about an hour to two hours for the hearing, and we can hear it whenever the Court is available.

THE COURT: Okay.

MS. ARIAIL: Your Honor, I would ask since I have in good faith participated in discovery that I at least be allowed to serve some form of discovery related to damages so that I can prepare properly for

the damages hearing.

THE COURT: Ms. Endemann?

MS. ENDEMANN: I don't think we're in a position, Your Honor, to consent to that. Ms. Ariail can certainly Cross the Plaintiff on any damages that we present at the hearing as is allowed by the Rules, but she isn't allowed to present her own evidence in any event.

We're happy to try to -- most of the documents that we would use in support of our case are her clients and also Hanover's, which are the bond claims spreadsheets and everything, which Hanover is sending directly to her client and which we're happy to provide if that's not happening. I think she has everything that she would need. It would just be the testimony, and of course, she's entitled to Cross under the Rules.

THE COURT: All right. I think that's the case. All right? I'm assuming you've got what you've got. You're entitled to participate in a damages hearing. There's no doubt about that by Cross-Examination but not by putting forth in evidence.

MS. ARIAIL: Right, Your Honor, but to properly prepare to Cross-Examine their witnesses,

I've seen nothing they have. They have discussed an indemnity agreement in the Complaint. I don't have that. My client doesn't have that.

THE COURT: Well, it may expedite the matter to move forward so everybody's talking with the same thing. We don't have to read documents when we're here. I would ask that you-all share what you can in that regard. I'm not going to mandate it because I don't think that's proper. If we don't get it worked out we'll have a hearing in the next, what, 60 days or so?

MS. BECK: I didn't know if this might be something you might want to put on the trial term as a possibility. If not, we've got some time the first week in October.

THE COURT: I can bring you-all back -- I've got some trials coming up. I've been squeezing stuff in there. I've got a trial term in August and one in September. The last week of September?

MS. BECK: Yes, sir, or if they prefer a date certain we can do the first week of October.

MS. ARIAIL: Your Honor, I have a Court-ordered mediation the last week of September, so if we could move it to the first week of October that would be helpful.

THE COURT: Okay.

MS. BECK: The afternoon of the 5th, after those allocation hearings that you set, we can do the rest in the afternoon.

THE COURT: What's going on on the 4th?

MS. BECK: Nothing. That would be fine, too.

THE COURT: Why don't we set this for October 4th at 2:00 p.m. Let's just set it up. That's a Tuesday afternoon the first week of October. Okay?

MS. ENDEMANN: Thank you, Judge.

MR. EPTING: Thank you, Judge.

THE COURT: Very good. I'm just going to do a Form 4, and I'll put that in there. If you-all want to follow up with an order you can. 2:00 p.m.

MS. ENDEMANN: Thank you.

(The proceedings were concluded at 11:11 a.m.)

State of South Carolina)
)
County of Charleston) C E R T I F I C A T E

I, Christine A. Smith, Court Reporter and Notary Public for the State of South Carolina at Large, do hereby certify that the foregoing transcript is a true, accurate, and complete record.

I further certify that I am neither related to nor counsel for any party to the cause pending or interested in the events thereof.

Witness my hand, I have hereunto affixed my official seal this 26th day of July, 2016 at Charleston, Charleston County, South Carolina.

Christine A. Smith
Notary Public
My Commission Expires
May 12, 2021

Law Office of A. Bright Ariail, LLC

November 14, 2016

Andrew K. Epting, Esquire
Michelle N. Endemann, Esquire
46A State Street
Charleston, SC 29401

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

Dear Drew and Michelle;

Enclosed for service, please find Defendants' Notice of Appeal dated November 14, 2016.

With kindest regards, I am

Sincerely yours,

A. Bright Ariail

Enclosures

bright@brightariaillaw.com
125E Wappoo Creek Drive
Suite 202
Charleston, SC 29412
843/814-8805

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

Palmetto Construction Group, Respondent,

v.

Restoration Specialists, LLC,
Reuben Mark Ward, and
Lynnette Pennington Ward Appellants.

NOTICE OF APPEAL

Restoration Specialists, LLC, Reuben Mark Ward, and Lynnette Pennington Ward appeal the Orders of the Honorable Mikell R. Scarborough dated July 14, 2016 and October 28, 2016.

The Order dated July 14, 2016 (Exhibit A): (a) Denied Appellant's Motion to Lift Entry of Default for lack of good cause; (b) Denied Appellant's Motion to Stay and Compel Arbitration on the basis of default; and (c) Set a damages hearing for October 4, 2105. Appellants received written notice of entry of this order on July 18, 2016. The parties timely filed cross-motions to reconsider the Court's July 14, 2016 Order pursuant to Rule 59, SCRCP.

The Order dated October 28, 2016 (Exhibit B), in response to the parties' cross-motions to reconsider pursuant to Rule 59, SCRCP: (a) Denied Defendants' Motion to Amend on the basis that Defendants have not shown good cause to lift the default, and (b) Denied Defendants' Motion to Stay and Compel filed July 11, 2016 on the basis that the affirmative defense of arbitration had been waived and therefore the motion was not properly made. Appellants received written notice of entry of this order on November 2, 2016.

November 14, 2016

A. Bright Ariail
SC Bar #69570
Law Office of A. Bright Ariail, LLC
125 Wappoo Creek Drive
Building E, Suite 202
Charleston, SC 29412
(843) 814-8805
Attorney for Appellants

Other Counsel of Record:

Andrew K. Epting, Jr.
Michelle N. Endemann
Andrew K. Epting, LLC
46A State Street
Charleston, SC 29401
(8430377-1871
Attorneys for Respondent

STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON	IN THE COURT OF COMMON PLEAS FOR THE NINTH JUDICIAL CIRCUIT
PALMETTO CONSTRUCTION GROUP, LLC Plaintiff, vs. RESTORATION SPECIALISTS, LLC, REUBEN MARK WARD, and LYNNETTE PENNINGTON WARD Defendants.	CASE NO. 2016-CP-10-1143 **ORDER**

FILED
2016 JUL 20 PM 12:02
JULIE J. ARMSTRONG
CLERK OF COURT
BY _____

THIS MATTER CAME BEFORE ME on Defendants' motion to be relieved from default;

WHEREAS based on the record and the affidavits before me, Defendants failed to show good cause such that they should be relieved from default;

WHEREAS Defendants filed, on July 11, 2016, a motion to stay and to compel arbitration;

IT IS ORDERED THAT:

1) Defendants' motion to be relieved from default is DENIED;

2) A damages hearing is set for October 4, 2016 at 2:00pm; and

3) ~~No ruling is made on~~ Defendants' motion to stay and to compel arbitration is denied as Δ is in default.

The Honorable Mikell R. Scarborough
Master in Equity, Charleston County

On this 14 day of July 2016
Charleston, SC

EXHIBIT A

FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2016-CP-10-1143

Palmetto Construction Group LLC

PLAINTIFF(S)

Restoration Specialists, LLC, et al.

DEFENDANT(S)

Submitted by:	Attorney for: ☐ Plaintiff ☐ Defendant or ☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.

☒ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

☐ **ACTION DISMISSED** *(CHECK REASON)*: ☐ Rule 12(b), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other

☐ **ACTION STRICKEN** *(CHECK REASON)*: ☐ Rule 40(j), SCRCP; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify: arbitration award; ☐ Other

☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** *(CHECK APPLICABLE BOX)*: ☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

FILED
2016 NOV -2 PM 2:53
JULIE J. ARNOLD
CLERK OF COURT
CHARLESTON COUNTY, SC

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☒ Statement of Judgment by the Court: This matter came before the court for argument on October 11, 2016 on Cross-Motions to Reconsider pursuant to Rule 59, SCRCP. After a review of the file and memoranda submitted by counsel, the court finds as follows: 1) Defendants' Motion to Amend is respectfully DENIED, insomuch as Defendants have not shown good cause to lift the default; and 2) the affirmative defense of arbitration has been waived and Defendant's Motion to Stay and Compel filed July 11, 2016 was not properly made.

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.
Additional Information for the Clerk:

INFORMATION FOR THE PUBLIC INDEX
Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
NA	NA	$NA
		$
		$

If applicable, describe the property, including tax map information and address, referenced in the order.

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amoun or additional taxable costs not available at the time the form and final order are submitted to clerk. Note: Title abstractors and researchers should refer to the official court order for ju

EXHIBIT B

Circuit Court Judge

3062
Judge Code

10/28/16
Date

For Clerk of Court Office Use Only

This judgment was entered on the day of , 20 and a copy mailed first class or placed in the appropriate attorney's box on this day of , 20 to attorneys of record or to parties (when appearing pro se) as follows:

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

Court Reporter:

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

Palmetto Construction Group, Respondent,

v.

Restoration Specialists, LLC,
Reuben Mark Ward, and
Lynnette Pennington Ward Appellants.

PROOF OF SERVICE

I certify that I have served the Notice of Appeal on Palmetto Construction Group by depositing a copy of it in the United States Mail, postage prepaid, on November 14, 2016, addressed to Palmetto Construction Group's attorneys of record, Andrew K. Epting, Jr. and Michelle N. Endemann, Andrew K. Epting, LLC, 46A State Street, Charleston, South Carolina, 29401 and by delivering a copy of it to Palmetto Construction Group's attorneys of record, Andrew k. Epting, Jr. and Michelle N. Endemann, at their office at 46A State Street, Charleston, South Carolina, 29401, on November 14, 2016.

November 14, 2016

A. Bright Ariail
SC Bar #69570
Law Office of A. Bright Ariail, LLC
125 Wappoo Creek Drive
Building E, Suite 202
Charleston, SC 29412
(843) 814-8805
Attorney for Appellants

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

Mikell R. Scarborough, Master in Equity

RECEIVED
JUN 12 2017
SC Court of Appeals

Case No. 2016-CP-10-1143
[Appellate Case No. 2016-002308]

Palmetto Construction Group, LLC	Respondent
v.	
Restoration Specialists, LLC, Reuben Mark Ward, and Lynnette Pennington Ward	Appellants

---

PROOF OF SERVICE

I certify that I have served Appellants' Reply to Respondent's Opposition to Appellants' Motion to Exclude and Strike and Affidavit of A. Bright Ariail, Esq. [dated June 9, 2017] on Palmetto Construction Group, LLC by depositing a copy of it in the United States Mail, postage prepaid, on June 9, 2017, addressed to Palmetto Construction Group, LLC's attorneys of record, Andrew K. Epting, Jr. and Michelle N. Endemann, Andrew K. Epting, LLC, 46A State Street, Charleston, South Carolina, 29401.

June 9, 2017

A. Bright Ariail
SC License #69570
Law Office of A. Bright Ariail, LLC
125E Wappoo Creek Drive, Suite 202
Charleston, SC 29412
843/814-8805
Attorney for Appellants

Law Office of A. Bright Ariail, LLC

June 9, 2017

RECEIVED
JUN 12 2017
SC Court of Appeals

VIA PRIORITY MAIL
The Honorable Jenny Abbott Kitchings
Clerk, South Carolina Court of Appeals
Post Office Box 11629
Columbia, SC 29211

RE: Palmetto Construction Group v. Restoration Specialists, LLC *et al.*
Appellate Case No. 2016-002308

Dear Ms. Kitchings;

Enclosed, please find for filing the original and seven copies of Appellants' Reply to Respondent's Opposition to Appellants' Motion to Exclude and Strike with Affidavit of A. Bright Ariail, Esq. and Proof of Service of same in the appeal reference above which are hereby provided to you for filing. I'd request that you return a stamped copy to me in the enclosed SASE.

By copy of this letter, I am serving opposing counsel with a copy of same.

With kindest regards, I am

Sincerely yours,

A. Bright Ariail

Enclosures as stated

cc: Andrew Epting, Esquire
Michelle Endemann, Esquire

bright@brightariaillaw.com
125E Wappoo Creek Drive
Suite 202
Charleston, SC 29412
843/814-8805

IN THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

The Honorable Mikell R. Scarborough, Master in Equity

2016-CP-10-1143

RECEIVED
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SC Court of Appeals

Palmetto Construction Group, LLC Respondent,

v.

Restoration Specialists, LLC,
Reuben Mark Ward, and
Lynnette Pennington Ward, Appellants.

RESPONDENTS' EMERGENCY MOTION TO DISMISS APPEAL AND FOR EXPEDITED REVIEW

COMES NOW the Respondent, Palmetto Construction Group, LLC ("Palmetto"), by and through its undersigned attorneys, and hereby moves, pursuant to Rules 240, 203(b)(1) and 269 SCRAP, for an order dismissing the appeal. Palmetto further moves for expedited review of this motion in order to attempt to mitigate its damages. In support of this motion, Palmetto states as follows:

BACKGROUND

This matter arises out of Palmetto's suit against the Appellants alleging, *inter alia*, that Appellants misappropriated funds from a government construction project, failed to pay its subcontractors and suppliers, and defaulted on its agreements with Palmetto, leaving Palmetto

responsible for over $1,400,000.00 to the surety in claims on the payment bond issued for the project.

Palmetto personally served its complaint on the Appellants, but the Appellants failed to file an answer or otherwise respond. An affidavit of default was filed on April 18, 2016 and on April 21, 2016, The Honorable Roger M. Young entered an order referring the matter to the Master in Equity for a default damages hearing and for all other matters.

A damages hearing was scheduled on June 6, 2016. The day before the hearing, counsel appeared on behalf of Appellants and filed a motion to lift the default and compel arbitration. The motions were heard, and the Court, after considering affidavits and hearing argument, found in its discretion that there was no good cause shown such that the default should be lifted. The order set a default damages hearing for October 4, 2016 at 2:00pm and was served on all parties by the Court on July 18, 2016.

Appellants filed a motion to reconsider pursuant to Rule 59 SCRCP on July 27, 2016. The motion to reconsider was scheduled to be heard by the Court on October 11, 2016. Respondents wrote the Court on September 7, asking that the motions be heard in advance of the damages hearing. After some consideration, the Court elected to keep the hearing as originally scheduled with the damages hearing on October 4 and the motion to reconsider be heard on October 11. Appellants never timely noticed an appeal of the July 18, 2016 order, which is interlocutory, and the motion to reconsider is pending.

ARGUMENT

The July 18, 2016 order is not immediately appealable in the first instance as an order denying a motion to be relieved from default is interlocutory and therefore not appealable until after the entry of default judgment. *Thynes v. Lloyd*, 294 S.C. 152, 153, 363 S.E.2d 122, 122 (Ct.

App. 1987) ("an order refusing to grant relief from the entry of default is not appealable until after final judgment."). Further, Appellants did not notice their appeal until September 30, 2016, some seventy-four days after the order was received; therefore, the appeal is untimely and must be dismissed. See Rule 203(b)(1) SCRAP (requiring that a notice of appeal be served on all respondents within thirty (30) days after receipt of written notice of entry of the order or judgment).

Appellants argue that declining to move the previously scheduled damages hearing to a date after the motion to reconsider "effectively denies" the motion, though it remains pending before the Court. As the Court has not yet heard the motion to reconsider, there is no order to appeal. See, e.g., *Ateyeh v. United of Omaha Life Ins. Co.*, 293 S.C. 436, 437, 361 S.E.2d 340, 340 (Ct. App. 1987)(discussing appealable orders in the context of motions to lift default); see also Rule 201 SCRAP.

The appeal must be dismissed.[1]

CONCLUSION

For the reasons above, Palmetto respectfully requests that the appeal be dismissed. Palmetto further seeks expedited review of this matter so that the appeal may be resolved in advance of the default damages hearing in order that it proceed as scheduled on October 4, 2016.

[signature on following page]

[1] Palmetto's motion is truncated in an effort to mitigate its damages by filing this appeal in the hopes that it may be dismissed in advance of the damages hearing scheduled for October 4, 2016 so that it may proceed.

ANDREW K. EPTING, JR., LLC

BY: _____

Andrew K. Epting, Jr.
Michelle N. Endemann
46aState Street, Charleston, SC 29401
P: 843-377-1871
F: 843-377-1310
ake@epting-law.com; mne@epting-law.com

ATTORNEYS FOR PLAINTIFF

On this 3rd day of October, 2016
Charleston, South Carolina

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas for the Ninth Circuit

Mikell R. Scarborough, Master-In-Equity

CASE NO. 2016-CP-10-1143

RECEIVED
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SC Court of Appeals

Palmetto Construction Group, (Respondent)

v.

Restoration Specialists, LLC, Reuben Mark Ward, and Lynnette Pennington Ward. (Appellants).

PROOF OF SERVICE

I certify that I have served the Respondent's Emergency Motion to Dismiss Appeal and for Expedited Review on all counsel of record by depositing a copy in the United States Mail, Postage prepaid, on October 3, 2016, addressed as follows:

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

ANDREW K. EPTING, JR., LLC

By _____
Andrew K. Epting, Jr.
Michelle N. Endemann
46A State Street, Charleston, SC 29401
Phone: 843-377-1871; Fax: 843-377-1310

Attorneys For Respondent

ANDREW K. EPTING, JR., L.L.C.
ATTORNEYS AT LAW

October 3, 2016

RECEIVED
OCT 03 2016
SC Court of Appeals

VIA FEDERAL EXPRESS

The Honorable Jenny Abbott Kitchings
Clerk of Court
1220 Senate Street
Columbia, South Carolina 29201

RE: *Palmetto Construction Group v. Restoration Specialists, LLC, Reuben Mark Ward, and Lynnette Pennington Ward*
Case No.: 2016-CP-10-1143

Dear Ms. Kitchings:

Enclosed for filing the original and seven (7) copies of Respondent's Emergency Motion to Dismiss Appeal and for Expedited Review together with a Proof of Service and the $50.00 motion fee in the above-referenced matter. I would greatly appreciate your filing the originals and returning a file-stamped copy to me in the self-addressed, stamped envelope provided.

With kind regards,

ANDREW K. EPTING, JR., LLC

Andrew K. Epting, Jr.
AKE/agg

Enclosures – as stated

cc: A.Bright Ariail, Esquire

Andrew K. Epting, Jr. · ake@epting-law.com
Michelle N. Endemann · mne@epting-law.com
46A State Street · Charleston · South Carolina · 29401
Phone: (843) 377-1871 · Fax: (843) 377-1310

FAX COVER SHEET

TO	
COMPANY	
FAX NUMBER	18037341839
FROM	Andrew K Epting
DATE	2016-10-03 19:12:42 GMT
RE	Palmetto Construction Group v. Restoration Specialists, et al.

COVER MESSAGE

Dear Ms. Abbott-Kitchings:

Enclosed please find Respondent's Emergency Motion to Dismiss Appeal and for Expedited Review in the above-referenced matter. The original will follow by FedEX. Please note I have copied counsel for Appellants.

Angela

Angela Gross
Legal Assistant to Andrew K. Epting, Jr., Esquire
And Michelle N. Endemann, Esquire
Andrew K. Epting, Jr., LLC
46A State Street
Charleston, SC 29401
Telephone: (843) 377-1871
Facsimile: (843) 377-1310
agg@epting-law.com<mailto:agg@epting-law.com>

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SC Court of Appeals

5

general contractor. There would be a profit split as a result of this agreement. The project started -- seemingly it was going pretty well.

Towards the end of the project, we started to get some red flags. We started to get notices that some of the subcontractors, some of the suppliers, are not being paid by Restoration. Unfortunately, as part of this agreement with Restoration, Palmetto got their bonding company to write this bond. Palmetto is liable on the bond with Mr. Ward and Restoration and Ms. Ward. Mr. Kendle personally is liable on the bond. Mr. Handegan, another primary principal at Palmetto is obligated on the bond and so is his wife.

So when all of these claims start coming in from these subcontractors who say they're not getting paid from Restoration, it becomes our problem in a very large way. Hanover, the bonding company, turns to us and says, You need to pay for this. You're obligors on the bond. Now we have approximately $1.4 million dollars in claims on this bond for subcontractors and suppliers that have not been paid, and Hanover is looking to us to pay it.

It's impacting other jobs because obviously they have this issue with the bonding company, getting other bonds is becoming a problem. So

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there's some real urgency on our clients' part to get this worked out as fast as we possibly can.

Mr. Ward had been making some overtures. Ms. Ariail was retained, and she filed the motions that you discussed earlier on Friday. If we could get some agreement, Judge? We need the file. We need the financials. We need the bank accounts. We need to get these documents in place, and we would like to ask him some questions about, where are these funds? You are receiving payments from the Federal Government. Where is the money going because Hanover is coming to us saying we need to pay it. We did our part but we're going to end up in a really tough spot here. So the urgency is really what we're impressing here.

We're amenable to trying to work something out on these motions, but we really need to have an agreement and exchange so that we can have these documents. We actually served the discovery with the Complaint, so it's already pretty well overdue. I actually today just served some deposition notices on Ms. Ariail. Of course she's just getting involved in the case.

We are looking to get these records as soon as possible. That's a little bit about potential

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accounting that would be great. If that can't be done in the short term we would like the file. We would like the file anyway, but we would like that at least in the next seven or so days. If we can take a deposition in the next 14 days I think Ms. Ariail might have some issues with the date but as soon as possible, and maybe even get a hearing in front of Your Honor in case any other issues come up with the discovery or if we need to go to mediation. If there is any kind of order that we would like the Court's help with we could come back to you in order to work this out as quickly as we possibly can.

THE COURT: Ms. Ariail?

MS. ARIAIL: Your Honor, I learned of this matter Thursday night of last week. I have represented Restoration Specialists in other matters, so I am, unfortunately very new to this issue. I do understand from Mr. Ward, who is the managing member of Restoration Specialists, that he has been in contact with the attorney -- I guess it's an in-house attorney with the bonding company, and he has made some payments on some of these claims that are considered valid reaching back into the March timeframe of this year.

I know that he is eager to get this issue

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resolved and behind him also. I've spoken to him after speaking with Palmetto's counsel on Friday, and he is willing to provide the documentation and absolutely would be willing to mediate this case. I believe there were -- per the contractors there was a mediation and then mandatory mediation as condition precedent to arbitration. So we would like to do that.

Unfortunately it's compounded by -- I'm actually leaving the country on Saturday for two weeks. I had not asked for an order of protection in this Court because I didn't have anything active in this Court. So that unfortunately is going to impact the time. I'm willing to do what I need to do to try to facilitate the exchange of information and move forward with this.

THE COURT: I think June 10th through the 24th were the dates you were requesting that you would be out?

MS. ARIAIL: Yes, sir.

THE COURT: Do you have information? Do you have documentation from your client based on your conversation you must have had last week with them? Have you gotten any of this stuff? Do you have it in hand I guess is my question?

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MS. ARIAIL: I do not. The only thing I have are a couple of affidavits that are specific to the subject of the motions that I had filed.

THE COURT: I haven't seen any affidavits.

MS. ARIAIL: I just filed them this morning, Your Honor. He's out of state, so I had to have them overnighted to me on Saturday.

THE COURT: Sure.

MS. ARIAIL: I'll be happy to pass a copy up to you.

THE COURT: Okay.

MS. ARIAIL: Again, I had filed a Motion for Continuance and Protection. This is just dealing with this schedule to try to give me some time to figure out what's going on here and -- and then the Motion to Set Aside the Default. So there's two affidavits.

THE COURT: Okay. You have two affidavits from Mr. Ward: One explaining what was going on relative to the bond, and acknowledging receipt of the Summons and Complaint on or about March 14th; the other stating he's the managing member and just got notice of this hearing on June 2, which would have been last Thursday night at 6:30.

Ms. Endemann?

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MS. ENDEMANN: Thank, you; Judge. I'm going to object to these just because I haven't seen them before now. One of the things I would like to point out -- we did serve Mr. Ward pursuant to the Rule last week with the notice of this hearing, and then ever since then there's sort of been a flurry of e-mail correspondence with the bonding company, and there have been some payments, but my understanding is that it's right near $20,000 on the $1.4 million that's outstanding.

So while he's making overtures, respectfully, we really need to push forward with the discovery because obviously that's not even putting a dent into what's owed. We're copied on most of this correspondence with the bonding company since they're coming to us weekly, if not daily, to get updates and try to get their money.

THE COURT: Are you-all already out the 1.4 or is that the amount of the claim.

MS. ENDEMANN: That's the amount of the claims. The bonding company has been making demand on this because they have been starting to pay these claims, and so our time is running very short. Then Ms. Ariail is going on vacation. I understand that. We can maybe work with her on the deposition dates.

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I think we noticed it on the 20th. She will be back on the 26th. We can certainly move it until when she gets back, but Your Honor, I would really, really request that we can get these documents produced and the bank account information produced in advance of her going on her trip.

THE COURT: Ms. Arial, is that possible?

MS. ARIAIL: Your Honor, I will speak to my client. I can't represent to you when I can do it. I know he's out of the state today. He's in Oklahoma. I'm not sure when he's coming back, but I will absolutely do my best to make that happen.

THE COURT: All right. Here's what I'm going to do. I'm going to see if -- you-all need to get on a short timetable to see if you-all can't get a little scheduling order worked out over the next 60 days. I'm going to bring you-all back in here. I'm going to hold both of these motions under -- I'm going to essentially grant your Motion to Continue the Matter. Okay? Your Motion for Relief from the Entry of Default I'm not going to rule on yet. There's not much I saw in that affidavit that would give me indication that I would grant that motion. I can tell you that right now. Okay?

I will give you-all some time to see what

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you-all can do to work out in the meanwhile, but it sounds like it needs to happen sooner than later. Okay? So I'll hold the Motion to Reopen the Entry of Default in abeyance.

As it stands now, the Defendants are in default. I'm going to give you some time because you are going on vacation, but it sounds to me like your client needs to come up with some information pretty darn quick. Okay? Let's see if you-all can't get this thing resolved. You indicated there was -- I think I read that in your correspondence. There was some sort of mandatory mediation prior to arbitration was you-all's contractual arrangement; is that what it was?

MS. ARIAIL: Yes, sir.

THE COURT: Well, we'll cross that bridge when we get to it. Okay? I would see if you-all can't set that up and get some information and get rolling with this. I'm going to bring you-all back in here. Let's get a date.

MS. BECK: We have some time July 14th.

THE COURT: Do you want to get a status about that time? July 14th? Does that give you enough time? You're going to be gone until the 24th, so back in the office -- that would be -- we ought to

Mr. Ward's affidavit. All right. That rings a bell.

Well, Ms. Ariail, I think the first thing you have to do is get out of default before you can bring affirmative relief. It does appear that the matter was referred over here. I think that took care of the -- the clerk closed out the Motion to Compel the Arbitration because of the fact that it was referred over here. So that based some adjudication on that motion is how the Court considers that.

I think what we were wrestling with last time was whether or not you-all could resolve it. That doesn't look like it's been done. I find that because it was not shown by Mr. Ward in his affidavits that that supported why he was in default I find the Defendant in default and I so order.

So this will be a question of a damages hearing to be set. How much time do you-all want?

MS. ENDEMANN: Your Honor, we probably need about an hour to two hours for the hearing, and we can hear it whenever the Court is available.

THE COURT: Okay.

MS. ARIAIL: Your Honor, I would ask since I have in good faith participated in discovery that I at least be allowed to serve some form of discovery related to damages so that I can prepare properly for

the damages hearing.

THE COURT: Ms. Endemann?

MS. ENDEMANN: I don't think we're in a position, Your Honor, to consent to that. Ms. Ariail can certainly Cross the Plaintiff on any damages that we present at the hearing as is allowed by the Rules, but she isn't allowed to present her own evidence in any event.

We're happy to try to -- most of the documents that we would use in support of our case are her clients and also Hanover's, which are the bond claims spreadsheets and everything, which Hanover is sending directly to her client and which we're happy to provide if that's not happening. I think she has everything that she would need. It would just be the testimony, and of course, she's entitled to Cross under the Rules.

THE COURT: All right. I think that's the case. All right? I'm assuming you've got what you've got. You're entitled to participate in a damages hearing. There's no doubt about that by Cross-Examination but not by putting forth in evidence.

MS. ARIAIL: Right, Your Honor, but to properly prepare to Cross-Examine their witnesses,

I've seen nothing they have. They have discussed an indemnity agreement in the Complaint. I don't have that. My client doesn't have that.

THE COURT: Well, it may expedite the matter to move forward so everybody's talking with the same thing. We don't have to read documents when we're here. I would ask that you-all share what you can in that regard. I'm not going to mandate it because I don't think that's proper. If we don't get it worked out we'll have a hearing in the next, what, 60 days or so?

MS. BECK: I didn't know if this might be something you might want to put on the trial term as a possibility. If not, we've got some time the first week in October.

THE COURT: I can bring you-all back -- I've got some trials coming up. I've been squeezing stuff in there. I've got a trial term in August and one in September. The last week of September?

MS. BECK: Yes, sir, or if they prefer a date certain we can do the first week of October.

MS. ARIAIL: Your Honor, I have a Court-ordered mediation the last week of September, so if we could move it to the first week of October that would be helpful.

THE COURT: Okay.

MS. BECK: The afternoon of the 5th, after those allocation hearings that you set, we can do the rest in the afternoon.

THE COURT: What's going on on the 4th?

MS. BECK: Nothing. That would be fine, too.

THE COURT: Why don't we set this for October 4th at 2:00 p.m. Let's just set it up. That's a Tuesday afternoon the first week of October. Okay?

MS. ENDEMANN: Thank you, Judge.

MR. EPTING: Thank you, Judge.

THE COURT: Very good. I'm just going to do a Form 4, and I'll put that in there. If you-all want to follow up with an order you can. 2:00 p.m.

MS. ENDEMANN: Thank you.

(The proceedings were concluded at 11:11 a.m.)

STATE OF SOUTH CAROLINA
COURT OF COMMON PLEAS
COUNTY OF CHARLESTON

Palmetto Construction Group,

Plaintiff,

vs. CASE NO. 2016-CP-10-1143

Restoration Specialists, LLC, Reuben Mark Ward, and Lynnette Pennington Ward,

Defendants.

Hearing before the Honorable Mikell R. Scarborough, reported by Christine A. Smith, Court Reporter and Notary Public, at 10:57 a.m. on October 4, 2016 at 100 Broad Street, Charleston, South Carolina.

Christine A. Smith, Court Reporter
Master-in-Equity
P.O. Box 30276
Charleston, South Carolina, 29417
(843) 958-5072
csmith@charlestoncounty.org

APPEARANCES OF COUNSEL:

ATTORNEYS FOR THE PLAINTIFF:

Andrew K. Epting, Jr., Esq.
Michelle Endemann, Esq.
Andrew K. Epting, Jr., LLC
46A State Street
Charleston, SC 29401
(843) 377-1871
Ake@epting-law.com
Mne@epting-law.com

ATTORNEYS FOR THE DEFENDANT:

A. Bright Ariail, Esq.
Law Office of A. Bright Ariail, LLC
125-E Wappoo Creek Drive
Suite 202
Charleston, SC 29412
(843) 814-8805
Bright@brightariaillaw.com

PROCEEDINGS

THE COURT: We're back on the record. This is the case that is captioned Palmetto Construction Group versus Restoration Specialists, LLC, and Ruben and Lynette Ward. The case number is 2016-CP-10-1143.

The case is in a bit of an unusual posture, and that's really why I got you-all here today. We had it scheduled for a damages hearing. I know there's a motion outstanding for a Rule 59 Motion, I think it was, that Ms. Ariail had sent.

Then I was informed yesterday, I believe it was, that the case was on appeal. Ms. Ariail, let me start with you on the Defense side, and then I'll come to the Plaintiff's side and just figure out where we are. Okay?

MS. ARIAIL: Yes, sir, Your Honor. Bright Ariail for the Defendants. Quite frankly, based on the scheduling of the damages hearing and the hearing for the Motion to Alter or Amend, I filed a Notice of Appeal basically taking the position that the failure of the Court to rule on that motion prior to the damages hearing was essentially a denial. Case law supports that.

THE COURT: What case do you have for that?

MS. ARIAIL: There are so many issues, Your Honor. I have things everywhere.

THE COURT: Mainly we need to talk about the procedural aspect of where we are. Okay?

MS. ARIAIL: Okay.

THE COURT: Let me do this while you look for that case. Let me just sort of make sure I get -- I want to do the timeline down here. I think one of the questions is, where's jurisdiction? I fully understand that the filing of a Notice of Appeal is designed to divest the Court of jurisdiction. I'm just trying to figure out what is being appealed. So we had a hearing on the 6th of June, our first hearing. From that an order was issued on the 14th of July. Notice appears to have been sent and received on July 18th.

MS. ARIAIL: Yes, sir.

THE COURT: And that order set the damages hearing for today.

MS. ARIAIL: Yes, sir.

THE COURT: And then a 59(e) Motion appears to have been timely filed on July 27th. That's within ten days. That hearing was then scheduled by my office for a week from today, October 11th. Then we

went back and forth the week of September 7th. Defendant requests that the 59(e) come before the damages hearing.

Plaintiff's objected, and I kept the schedule the same, and then apparently an appeal was filed on September 30th, which would have been last Friday. Today is Tuesday, the 4th of October. I'm trying to figure out what it is you're appealing because clearly the order of July 14th is well past the 30 days.

I'm not familiar with any law which says that the failure to obtain a motion in a timely fashion would total the time to appeal, so that's what I'm trying to get at.

MS. ARIAIL: All right.

THE COURT: My initial reaction is that you're too late on the appeal, but you're not too late on a 59(e). The Court is not entertaining a 59(e). So we have the cart before the horse on one, and we have it after the fact.

MS. ARIAIL: The issue is this: There is a three-prong test whereby my clients can waive their right to arbitration. One of those includes proceeding with litigation, and this hearing, this damages hearing, is a potential item that may end up

waiving my client's rights for an arbitration.

THE COURT: Wouldn't default do that as well?

MS. ARIAIL: Your Honor --

THE COURT: Wouldn't that be the principal test? You have to demand it, and then you have to do it in a timely fashion.

MS. ARIAIL: The decision that the right for arbitration or the Motion for Arbitration was denied to stay the case and send it to arbitration was denied was based on -- according to your order, the Defendant's being in default, that is not one of the standards for not allowing arbitration to go forward. There are other prongs. There are other tests. It's the length of time between the initiation of the lawsuit and the Motion to Compel Arbitration which was very short in this case. It's whether or not there has been any litigation, anything has gone forward.

Our position is at this point, no, but I have to preserve my client's rights for arbitration, and that's why I'm concerned that they would be prejudiced if we went through with this -- went forward with this damages hearing. And the third one is whether or not the Plaintiff has been prejudiced because of some delay.

If this had been a lawsuit that had been answered and taking the normal course of litigation, we would just barely be in the discovery phase. So the point is that the wrong standard was used to deny the Motion to Compel Arbitration, and that by going forward today we are potentially -- we are in danger of waiving the Defendant's right.

THE COURT: But you still have your 59(e) outstanding. Doesn't that protect you?

MS. ARIAIL: If the 59(e) had been heard before this damages hearing, but potentially not. That's why I asked to have them switched.

THE COURT: All right. Let me hear from Ms. Endemann.

MS. ENDEMANN: Thank you, Judge. I think you've sort of hit the nail right on the head. Her objections are preserved under the 59(e) Motion. The Notice of Appeal is -- according to the Rules on its face defective, because it's supposed to include the order appealed from. There is no order subject to appeal at this point in the case.

As you indicated the first order -- first, Judge, it's interlocutory because it's denying a motion to lift the defaults and the associated affirmative defense that they tried to raise, which I

think Your Honor, it's clear in the transcript said you weren't really ruling on the merits of that. What you were saying is that they had to be out of default in order to bring it. So the order denies me from default. That is not immediately appealable until after final judgment and there is black letter South Carolina law on that point.

Number two, the 59(e) Motion that she's trying to appeal from remains outstanding before you. There is no order entered on that issue, and so this argument about waiver and arbitration -- there are cases, Your Honor, that I'm happy to provide the Court that state that arbitration is an affirmative defense, and if you're in default and you failed to raise that affirmative defense you can't bring it until you're in default just like you ruled.

There is no ruling. The point is there is no ruling yet to be appealed. This notice is defective on its face because it doesn't attach an order pursuant to the rule, and there's nothing to appeal from.

THE COURT: I'm just not sure it's final yet, Ms. Ariail. I understand your concern and your desire to preserve your clients' rights, and you seek arbitration. I fully understand that. I just don't

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see where the -- other than the default I don't see where your clients have waived it. I don't see where you've waived it at all. We covered that back in June, as I recall, about the default and what happened there. I fully understand that. My recollection is that you acted timely. I'm not sure that your clients did, but I think you did. I think that's to your credit, but that doesn't get us to a final -- my opinion is it doesn't get us to a final order. Unless you can show me something that says that having a damages hearing before having a 59(e) hearing results in finality and no written order has been issued, I'm not sure I really fully understand.

I'm going to defer to the Rules because you have a Notice of an Intent to Appeal out there, but I need you all to sort of make a record because I think that's what you-all need to take up to the Appellate Court because they're not going to have an evidentiary hearing. Okay?

You-all need to be able to argue this by motion to the Appeals Court as to whether or not, in fact, there is jurisdiction or there's a technical violation of it or whatever if the order is not attached. All that stuff is within their purview. This notice was filed at 2:40 on Friday afternoon,

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and like I said, I just got wind of it yesterday.

Ms. Ariail?

MS. ARIAIL: Your Honor, as I understand you're going to allow us to continue with the appeal at this point?

THE COURT: That's not within my purview. That's within the purview of the Court of Appeals.

MS. ARIAIL: And there will not be a damages hearing today?

THE COURT: What I'm going to do is I'm going to have them proffer what their damages are, and I'm going to have you proffer what you consider your 59(e) to be, and I'm going to let you-all take that up there. I'm just going to do it as a proffer. I'm not going to take testimony. They're going to tell me how much their damages are so it's in the record. You are going to tell me why I should overturn my underlying order, and then you-all can go forward from there. Okay?

MS. ARIAIL: Yes, sir.

THE COURT: And if they decide they don't have jurisdiction and they want to send it back to me, we'll have a full-blown hearing. If they decide it's proper for appeal then they can hear it. All right? I'm just making them a record because otherwise what

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they're going to do is they're going to send it right back here, and we're going to do it again. All right?

So you went into your argument. Let me do that. You went into your argument about the 59(e). Go ahead and tell me why the 59(e) should be granted?

MS. ARIAIL: I have a memorandum prepared that I would like to pass up.

THE COURT: All right.

MS. ARIAIL: Your Honor, I have five different arguments to make on this point. Honestly the one that I mentioned prior is probably the most important which is the one that is actually listed as Item 5 in my memorandum, and that is that the wrong -- the test for whether or not this case should have gone to arbitration the wrong standard was applied. Specifically the Court applied a standard that -- because the Defendants were in default that they could not compel arbitration.

Case law gives you in South Carolina -- both the Federal the State Courts mirror each other somewhat. I mention the three standards. One is that a substantial length of time did not transpire between commencement of the action and commencement of the Motion to Compel Arbitration; two, the

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Defendants did not engage in extensive discovery or litigation; three, the Plaintiff has not been prejudiced through an undue burden caused by any delays seeking arbitration.

So those are the three standards that the Court should have applied to determine whether or not arbitration was proper rather than the fact that the Defendants at that point were in default in this case.

THE COURT: Do any of the cases you've cited, Toler's Cove, Carlson, or General Equipment deal with default matters?

MS. ARIAIL: No, sir. Well, actually the case that I have that deals with the default matter is actually a case out of another jurisdiction.

THE COURT: Okay.

MS. ARIAIL: If you look on -- unfortunately my memo is not numbered, but if you look at the paragraph just before the conclusion, it's the Cedar Surgery Center versus Bonelli case out of Utah. Why that's important to us is they essentially have the same three-prong test, or their test is very similar to that test in South Carolina case law.

In that case, not only did the -- in our case an entry of default has been entered, but in that

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case they actually went through the entry of default damages hearing all the way to default judgment, and when the Defendants filed a motion to send it to arbitration, the Court found that arbitration was proper even though they went through all of these steps.

THE COURT: Okay.

MS. ARIAL: Other arguments that I have --

THE COURT: So in that case, I don't know if you have a copy of that, but in that case what you're telling me is the Defendant was in default. They had the damages hearing. Instead of an order of default they had the damages hearing subsequent to that, and then the demand for arbitration was made?

MS. ARIAIL: Yes, sir. In fact, the Defendant didn't show up through any of the Court hearings.

THE COURT: Was a judgment issued prior to?

THE WITNESS: They had a judgment issued against them, and then after that judgment had been entered against them they filed an arbitration, and the Court held that it was proper.

THE COURT: And that was under Utah state law?

MS. ARIAIL: Yes, sir. And again, their test is very similar to our test.

THE COURT: Okay.

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MS. ARIAIL: My other argument -- again, that's the -- in my opinion that's the most significant issue that's before us.

Also, I believe that we showed good cause that the entry of default should be lifted because we did assert our right to mandatory mediation and arbitration. It is a contract requirement. It's very specific in the contract. It's not, as it's been suggested, just a form contract. It's one where you actually have to check the box and select the dispute resolution procedures that you're going to use.

In addition to that, not only was arbitration -- mandatory mediation and arbitration selected, but the contract also calls for it to be -- any mediation, any alternative dispute resolution take place in the state where the project occurred which is the State of Georgia and not the State of South Carolina.

THE COURT: All right.

MS. ARIAIL: There is a question -- once a case has been submitted to an arbitrator or a mediator under both federal and state law, then the State Court no longer has jurisdiction over this proceeding.

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Interestingly, not only did the Defendants in this case file a Motion to Compel Arbitration, but the Plaintiff actually filed it, contemporaneously with their Complaint. Now, in an earlier hearing Your Honor found that because the Clerk of Court basically -- once the entry of default was submitted or filed, that the Clerk of Court essentially just took that motion out of the case records, and it was never heard.

Obviously, by submitting that to the Court in the first place the Plaintiffs acknowledged that there was a requirement for mandatory mediation and arbitration, and it was something that was put before the Court. It's not something that the Clerk can just merely remove from the docket because an entry of default has been entered. I think the language that came out of the transcript was that the Clerk of Court closed it out.

THE COURT: Okay. I'm reviewing the June 6th transcript. Is it alternative mandatory mediation prior to arbitration, or are they both obligatory under the contract? Which are you telling me?

MS. ARIAIL: Let me pull it. The contract says -- this is Article 6 -- this is a standard AIA subcontract document, but there are certain things,

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as I said, that you have go in and select for your particular contract. You have the name of the project, who the parties are, what have you.

In Article 6, the first paragraph addresses mediation. It says, Any claim arising out of or related to the subcontract except those waived in the subcontract shall be subject to mediation as a condition precedent to binding dispute resolution. Also, it basically says that they will use the AAA, be administered by AAA, and they will use the construction industry rules of AAA.

As I've mentioned before it says, Mediation shall be held in the place where the project is located unless another location is mutually agreed upon. The next paragraph is binding dispute resolution, and it says, For any claim subject to but not resolved by mediation pursuant to Section 6.1, the method of bonding dispute resolution shall be as follows. That's where it gives you various choices.

The first one is arbitration pursuant to Section 6.3 of this agreement. That's the one that was selected. The other two are litigation, and then it's got just an other, and it lets you fill in the blank. If you go to --

THE COURT: So the other was not filled out

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either, so it's arbitration --
MS. ARIAIL: The only thing that's been checked -- and the subcontract is actually attached to the Complaint.
THE COURT: Okay.
MS. ARIAIL: The only thing that's been -- there's a big "X" in the block by arbitration pursuant to Section 6.3 of this agreement. 6.3 says, If the contractor and subcontractor have selected arbitration as a method of binding dispute resolution in Section 6.2, any claims subject to but not resolved by mediation shall be subject to arbitration which, unless the parties agree otherwise, shall be administered by AAA. It goes on and talks about the procedure itself.
THE COURT: The preceding paragraph said, Except as waived. Is there a definition of what waiver is constituted in there?
MS. ARIAIL: Say that again? I'm sorry.
THE COURT: The paragraph just prior to that, when you get into the -- it said, Except as waived. Is there a provision in the contact that talks about a waiver?
MS. ARIAIL: There is a paragraph that talks about Waiver of Subrogation.

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THE COURT: Waiver of subrogation?
MS. ARIAIL: Yes, sir. So what the paragraph -- the site to waiver that you asked me about, when it says, Any claim arising out of or relating to the subcontract except as waived in the subcontract. So it's the Waiver of Subrogation. That appears in Paragraph 13.9 of the subcontract, and again, Article 6 is Mediation and Binding Dispute Resolution.
THE COURT: Take me back. Which paragraphs are you reading from?
MS. ARIAIL: Article 6, which appears on Page 8 of the subcontract as Attachment A to the Complaint.
THE COURT: I've got it.
MS. ARIAIL: Page 8, if you look at the top, it's Article 6, Mediation and Binding Dispute Resolution.
THE COURT: I've got it.
MS. ARIAIL: 6.1 addresses the mediation. 6.2 is where they determine which method of dispute resolution will be used after mediation. Then below is where it describes the arbitration process.
THE COURT: I've got you. And you said waiver was found in Section 13?

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MS. ARIAIL: Waiver is -- yes, sir, 13.9 which is on Page 14.
THE COURT: Anything further on that?
MS. ARIAIL: Your Honor, I would like to clarify one thing while we're looking at the subcontract. On Page 1 it does say that Restoration Specialists is a South Carolina corporation. That is not correct. That is a typo. They do have a local field office, but they are actually a Georgia corporation.
THE COURT: Page 1 of the subcontract you said?
MS. ARIAIL: Sir?
THE COURT: Of the subcontract?
MS. ARIAIL: Yes, sir. The first page of the subcontract. I'm not sure -- why it reads that way, but the reality is that they are a Georgia corporation.
THE COURT: Okay.
MS. ARIAIL: I have a stack of cases that are cited in my memo, which I'm happy to share with all.
THE COURT: Very good.
MS. ARIAIL: I don't believe they're in the order that they appear in the memo, but the Cedar Surgery Center, which is the Utah case that I

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mentioned that deals with the default, is on the top.
THE COURT: Thank you. That would be great.
All right. Ms. Endemann, let me hear from you. Let's first talk about where we are procedurally, and then we'll go into the damages question. Okay?
MS. ENDEMANN: Thank you, Your Honor. Let me just respond to Ms. Ariail. I apologize. I don't have a memorandum with me. We just received hers now, and I wasn't prepared to go forward on this today, so I'm happy to provide the cases to Your Honor in a reply memorandum if you would like.
I am not aware of the Utah case. I've just been handed a copy that Ms. Ariail is referring to, but there are cases in other jurisdictions -- I have found several -- that state that affirmative defenses are waived by default, and that arbitration is an affirmative defense. It's true that the Plaintiffs with their Complaint did, in fact, move to compel arbitration. That motion was withdrawn when no answer was received.
We served notice of everything including the arbitration demand. Obviously it was with the Complaint. Mr. Ward never made any appearance. Once no appearance was made default was entered. We asked

the Circuit Court, Judge Young, to send it here for a damages hearing and withdrew our Motion to Compel Arbitration.

Our position, Judge, without getting into the specific defenses is simply that, it's an affirmative defense. They can't raise it. They're in default. I think that's what your original order said. We don't even reach the merits of the arbitration argument. It's simply that they are in default. There was no good cause why the default should be lifted, which is what Your Honor found in your discretion in the first order, and that we never reached this question.

The motion is not properly brought. If they were going to answer, go into arbitration, we would have done that. We have been unduly prejudiced even under this test. A long substantial period of time has not eclipsed. We served discovery with the pleadings. We served our motion with the pleadings. We did everything we could because this is such a time sensitive case.

In this specific case though there wasn't a great lapse of time. The time that has lapsed has caused substantial harm to my client who was going to get ready to testify to that before Your Honor today.

So there has been prejudice even under the waiver test, not even considering the default question, But Your Honor, it's not properly before you. They're in default. It's been waived.

THE COURT: Thank you. So what I'll do is I'll give you -- what would you like? Ten days? Is ten days sufficient time to get me some sort of responsive memo?

MS. ENDEMANN: Yes, Your Honor.

THE COURT: Let's just do that. I'm worried about the courthouse closing at the end of this week, by the way, and we all may have to leave town, so maybe 14 or 15 days. Mr. Epting?

MR. EPTING: Judge, just a couple of practical observations. One of the nice things about having done this for now almost 40 years I feel comfortable standing up here and having a conversation with you and just saying, in essence, have you thought about this? In that category have you thought about this? We'd move to dismiss this appeal.

THE COURT: Has that already been filed up there?

MR. EPTING: Yes.

THE COURT: Okay.

MR. EPTING: And the probabilities are high,

Judge -- high, high, high -- that this is coming back to you. Number one, I'm hoping that what we do here today, if that is what happens, that in essence this Court can move forward and decide the merits of this damage hearing on the record that is before you.

Secondly, Judge, and I don't know if this works or not, but if of course, this notice is defective for failure to appeal from an order because that's what the Rule says, Judge. It has to be an order. The only order was an interlocutory one and the 30 days has run. If the notice is defective this Court has jurisdiction, and this Court could proceed, and this Court could rule.

Now, here's the piece, Judge that, I'm not able to conceptualize down the road, but if this Court were to enter an order that said, If I had jurisdiction then this would be my ruling. Maybe the whole thing could simply go and be decided in this one appeal, because I think, Judge, what you were trying to do is to make a record here so that hopefully this could be all done at one time somehow, some way. I'm simply observing to you without some sort of rule -- it won't be possible because there will have been no ruling by the lower Court for the Appellate Court to address the merits.

I don't know, Judge. In the back of my head something tells me that the contingency of a ruling perhaps doesn't work, but I may be confusing it with something else because if the Court does have jurisdiction, and you say if I was not divested of jurisdiction and having everything before me my ruling would be thus and so.

Then one of two things happens. Either they send it back and it's before you, or they can say, this is enough. We'll just go forward. I'm not making a legal argument, Judge. You've been doing this for quite a while yourself. It didn't occur to me until I was sitting here listening to other lawyers talk that that might be of some interest to the Court and for that reason I mention it.

THE COURT: Thank you, Mr. Epting.

MR. EPTING: Thank you, sir.

THE COURT: I'll tell you, the main reason I wanted to go forward today was because I'm well aware that the Appellate Courts are not going to have an evidentiary hearing. They're going to get it on whatever record there is. From my perspective it doesn't look like there's any kind of record, so that's the problem that we've got going forward here. They get to make that call. I've had them send me

stuff and say, Make me a record, and then it turns around and goes right back up there. I'm trying to avoid that. So to the extend you-all can get a transcript out of today's hearing when you go up there and argue that point, then at least you can have something to argue upon.

What I did, once I got notice of this yesterday, I just went back through the record and procedurally created my own timeline, which is where I started out in my production today. I sort of was scratching my head as to where we got on that particular matter.

So what I'll do is I'm going to give you-all a chance to read these, and give myself a chance to read these cases. I'm happy to read the one from Utah and see how it is, but just in going back through the record here, it looks like this case was filed March 7th, I think it was. Service of process was perfected some time in March, and then default was in April, and then it got sent over here, I believe, in early May.

The Motion to Refer was the 18th of April, and then we had our first hearing the 6th of June, and then July 11th was the date that the Motion to Stay and Compel Arbitration was filed. Then we had our

hearing on the 14th of July. That's what the order came from essentially was at that time and on that date. That's what's got us here. As I said before, it was timely. The 59(e) Motion was timely filed. I don't have any question about that. That issue came up this morning. This one was clearly timely filed.

That's sort of what I was waiting to see, and this one just sort of surprised me as to where we were and how it got on appeal as quickly as it did. I understand Ms. Ariail wanted to protect her client's interest in that regard.

The Motion to Compel Arbitration filed by the Plaintiff was withdrawn at the time the matter there was referred here; is that my understanding, Ms. Endemann?

MS. ENDEMANN: That's correct, Your Honor.

THE COURT: Very good. Let me hear about your damages. What do you-all contend your damages are first off? Give me a figure and how you calculated them. We can either take testimony or not. I want to get that figure. I'm not going to rule on that today. I just want you to know I'm not going to rule on any of this, but I'll take this under advisement for ten days or so.

MS. ENDEMANN: Yes, Your Honor. We've

prepared some Exhibit notebooks if you would like me to hand one up to you so you can have it in front of you. I'm happy to go over it. Our damages being claimed today -- our actual damages being claimed are $1.681 million. The figures are hard. They are comprised of three components. The first are receivables that are due to Palmetto Construction pursuant to the subcontract, so that includes actually a subcontract of theirs for some work that was performed and some costs that have not been reimbursed.

The figures match up to Mr. Ward's documents, so it doesn't appear that there will be any question there. The next, Your Honor, is the current due to Hanover. That's the surety that you recall has made demand upon all the indemnitors for all of these claims of subcontractors and suppliers that Restoration did not pay even though they were paid by the Federal government for the projects. So the demand that has been made is $1.4 million.

THE COURT: That's from the --

MS. ENDEMANN: The surety has made demand on the indemnitors for the full amount, $1.4 million. Yes, Your Honor, there are two open claims that total about $44,000, but the surety has actually

paid $1,186,501.71 in claims. In our Exhibit notebook we've got the check numbers that they used. That's money that's actually been paid. Then there are some outstanding claims actually paid which make up the $1.4 million, the difference. That demand was recently reiterated by the surety on the 30th of September.

THE COURT: Is that Hanover?

MS. ENDEMANN: Yes, that's Hanover. The final element of our damages, Your Honor, is the 50/50 profit split under the teaming agreement that was entered into between our clients. It was agreed that 50 percent of the proceeds would be split. There should have, under Mr. Ward's own documents, been a profit of $221,000. We have some dispute with that figure. There is some overhead and some inflated costs in there that we have adjusted somewhat.

Even under his own math we are owed a significant amount of money. We are actually claiming under the 50/50 profit split $221,730.46. Our total damages are made up of those three. We've got -- if you would like me to hand up the Exhibit notebook I'm happy to do so. Mr. Kindle (phonetic) is here and can provide some testimony if Your Honor would like.

THE COURT: Ms. Ariail?
MS. ARIAIL: Your Honor, I'm going to object to any of this information being put in the record. Again, this is essentially the damages hearing as going forward. I've essentially got Counsel for the Plaintiff testifying with no --
THE COURT: Well, I asked for a proffer and that's just what I got. That's what I was wanting. Okay? I want that to be on the record when you-all take that up there.
MS. ARIAIL: Well, I don't agree with anything that she said.
THE COURT: You don't have to.
MS. ARIAIL: I've got problems with a lot of the documents that are contained herein. Her representation that Mr. Ward has admitted -- they admitted that. I object to that. I object to the amount that she says is receivable due to PCG. I object to the profit sharing.
THE COURT: Is the teaming agreement the basis for the profit share? Is that what that is?
MS. ARIAIL: The teaming agreement expressly says there is no profit sharing. That is in dispute. There is no profit sharing. The teeming agreement specifically says --

THE COURT: That's all. You don't have to agree. And there's an indemnification agreement here as well?
MS. ARIAIL: Actually, the indemnification is with Hanover, who was the bonding company. There is a line in there that says that the parties can't even seek contribution against each other until they've satisfied the bonding company, so all of this is premature.
THE COURT: Is your client getting notices from the sureties as well?
MS. ARIAIL: No, Your Honor. He's gotten one Affidavit of Claim. He's gotten one. The majority of this has been negotiated by Palmetto. My client has not had the opportunity to review these claims. Some of them that -- Hanover has shared some information by e-mail with Mr. Ward, and he has disputed some of these claims. Regardless of his disputes with these amounts owed Hanover has gone ahead and made some of these payments as late as the summer. Restoration Specialists has been back on the project repairing work that was performed improperly by Palmetto. They've incurred expenses with that.
They've incurred a lot of expenses related to the elevator. They've had to actually hire another

company. They've had entrapments. I think that's a nightmare, some of the things that they've done trying to -- you know, they got a good report from the VA, so they have gone over and above to make sure that the VA's happy with his work, and it includes taking care of some defective work.
THE COURT: Is the project complete at this time or not?
MS. ARIAIL: Yes, sir. Yes, sir.
THE COURT: Give me the full amount of your damages again? I'm sorry, Ms. Endemann. $1.4 million or something?
MS. ENDEMANN: $1,681,000, Your Honor.
THE COURT: 681, okay. Thank you. That's the 1.186 -- the 221, was it?
MS. ENDEMANN: I'll give you the exact figures. The receivables due to the construction are $184,858.69. The profit share is $221,730.46, and due to Hanover is $1,230,888.71 for a total of $1,681,864.86.
THE COURT: Okay. I've got it.
MS. ENDEMANN: Thank you.
THE COURT: I'm just going to take that as the proffer, but again, just so you-all have it in the record and the Court understands what this case is

about. Okay? So what I'm going to do is I'm just going to take it under advisement. I'm going to ask that they give a responsive memorandum within ten days. Ms. Ariail, if you want to respond to that you can within five. Okay?
MS. ARIAIL: Yes, Your Honor.
THE COURT: I don't know when or how long they will take to make a decision on this thing. I would think it will be relatively quickly, and we may well be back here for this damages hearing. They're entitled to cross-examine the witness, and that's what they're going to do. I'm just trying to give them a picture because otherwise they won't have any idea what's going on.
The question as I see it is whether or not the question for the appeal is procedural, whether or not there's a final order from which you can appeal. I think that's number one. The second thing has to do with whether or not there's finality to that, and I don't think there's finality until a determination of damages has been held.
Ms. Ariail is concerned about waiver of the right to arbitration or mediation, and I understand that. Okay? I'm going to do that and we'll go from there.

STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON	IN THE COURT OF COMMON PLEAS FOR THE NINTH JUDICIAL CIRCUIT
PALMETTO CONSTRUCTION GROUP, LLC Plaintiff, vs. RESTORATION SPECIALISTS, LLC, REUBEN MARK WARD, and LYNNETTE PENNINGTON WARD Defendants.	CASE NO. 2016-CP-10-1143 **NOTICE OF HEARING**

PLEASE TAKE NOTICE that a default damages 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 pursuant to the enclosed Order of the Honorable Roger M. Young, Sr. dated April 20, 2016.

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 1, 2016
Charleston, South Carolina

16-CP-10-1143

Law Office of A. Bright Ariail, LLC

July 19, 2016

FILED
2016 JUL 22 PM 2:21
JULIE J. ARMSTRONG
CLERK OF COURT
BY BS

Clocked in date Canceled

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

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

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)

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@brightariaillaw.com
843/814-8805

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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 Agency:	Master In Equity	Judge:	Scarborough	Room:	852		
Roster:	Motion Hearings	Roster Begin Date:	10/11/2016	Roster End Date:	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 Reed VS Christina Sallers defendant, et al	Real Prop/Other 499	1680000169	Maria Kiehling Brees (843) 724-7707 D. Nathan Davis (843) 571-1042	Jesline Townsend Graham (843) 467-9492 Irene Townsend Hodge (843) 889-9513 Kelvin Maurice Huger (843) 573-0143 Althea Sallers (843) 889-2450 Irma Townsend (843) 425-7226 Jessie Townsend Mary Alice Townsend Morrison Karen Waters	
2	10/11/2016	10:00 AM		Motion/Dismiss by plaintiff, cr/srv	Maria Kiehling Brees- PAT	07/25/2016	2012CP1006835 Joanne S Reed VS Christina Sallers defendant, et al	Real Prop/Other 499	1680000169	Maria Kiehling Brees (843) 724-7707 D. Nathan Davis (843) 571-1042	Jesline Townsend Graham (843) 467-9492 Irene Townsend Hodge (843) 889-9513 Kelvin Maurice Huger (843) 573-0143 Althea Sallers (843) 889-2450 Irma Townsend (843) 425-7226 Jessie Townsend Mary Alice Townsend Morrison Karen Waters	
3	10/11/2016	11:00 AM		Motion/Dismiss by Thomas Calcote etal, cr/srv		07/28/2016	2010CP1002432 Regions Bank VS Bdl Projects Llc Etc, defendant, et al	Foreclosure 420	32814001811	Merrill Gordon Abney (843) 534-4110	Shawn M. French Sr. (843) 606-6440 H. Browton Hagood (843) 577-6726 Patrick R. Watts (843) 851-7050	
4	10/11/2016	1:00 PM		Motion/Alter or Amend by plaintiff, cr/srv	Andrew K. Epting Jr.-PAT	07/29/2016	2016CP1001143 Palmetto Construction Group, LLC VS Restoration Specialists LLC	Breach of Cont 140		Michelle Nicolo Endemann (843) 377-1671 Andrew K. Epting Jr. (843) 377-1671	A. Bright Amoll (843) 814-8805	
5	10/11/2016	2:00 PM		Motion/Alter or Amend by plaintiff, cr/srv	Andrew K. Epting Jr.-PAT	07/29/2016	2016CP1001143 Palmetto Construction Group, LLC VS Restoration Specialists LLC	Breach of Cont 140		Michelle Nicolo Endemann (843) 377-1671 Andrew K. Epting Jr. (843) 377-1671	A. Bright Amoll (843) 814-8805	
6	10/11/2016	2:00 PM		Motion/Alter or Amend by defendant, cr/srv	A. Bright Amoll-DAS	07/27/2016	2016CP1001143 Palmetto Construction Group, LLC VS Restoration Specialists LLC	Breach of Cont 140		Michelle Nicolo Endemann (843) 377-1671 Andrew K. Epting Jr. (843) 377-1671	A. Bright Amoll (843) 814-8805	

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

Court Area:	Master In Equity	Unit:	Scarborough	Roster:	952
Roster Type:	Motion Hearings	Roster Status:	10/11/2016	Roster Date:	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 Hearing	Municipal Tax Investment LLC-PLT	07/29/2016	2015CP1006738 Municipal Tax Investment LLC VS Gilbert J White defendant, et al	Real Prop/Other 499	4271600239	Scott Daniel Spivey (803) 225-0463		
9	10/11/2016	3:00 PM		Master/QT AFTER TAX Hearing	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	4840100054	Scott Daniel Spivey (803) 225-0463	Sean Matthew Foerster (803) 771-7900 T. Parkin 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	2015CP1006755 Municipal Tax Investment LLC VS Llewellyn R Whaley	Real Prop/Other 499	4110600056	Scott Daniel Spivey (803) 225-0463	Sean Matthew Foerster (803) 771-7900	

Law Office of A. Bright Ariail, LLC

RECEIVED
SEP 09 2016
By

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

FILED
2016 SEP 13 PM 4:16
JULIE J. ARMSTRONG
CLERK OF COURT

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[i] and Plaintiff[ii] 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. Insomuch 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 SCRCP 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@brightariaillaw.com
125E Wappoo Creek Drive
Suite 202
Charleston, SC 29412
485
843/814-8805

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
BY

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 SCRCP 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

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

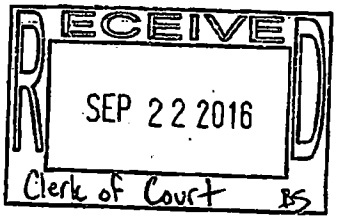
Judge Scarborough,

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@brightariaillaw.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@brightariaillaw.com
843/814-8805

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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 <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@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: 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@brightariaillaw.com
843/814-8805

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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 <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

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. Insomuch 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)

[1] 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.
[2] Palmetto Construction Group's Motion to Alter or Amend filed July 29, 2016.

bright@brightariallaw.com 125E Wappoo Creek Drive Suite 202 Charleston, SC 29412 843/814-8805

LAW OFFICE OF A. BRIGHT ARIAIL, LLC

125E WAPPOO CREEK DRIVE, SUITE 202
CHARLESTON, SC 29412
bright@brightariaillaaw.com

A. Bright Ariail, Esquire

Telephone: (843) 814-8805
Facsimile: (843) 266-0538

FILED
2016 OCT -4 PM 2:44
JULIE J. ARMSTRONG
CLERK OF COURT

October 4, 2016

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

RE: ***Palmetto Construction Group v. Restoration Specialists, LLC, Reuben Mark Ward, and Lynette Pennington Ward***
Case No. 2016-CP-10-1143

Dear Julie:

Enclosed for filing please find two copies of various email records related to the damages hearing set for October 4, 2016 in the above-referenced matter. Please return one clocked copy to me in the enclosed SASE. Thank you for your assistance.

With kindest regards, I am

Sincerely,

A. Bright Ariail

Enclosures
cc: Andrew K Epting, Jr., Esq.
Michelle N. Endemann, Esq.

Bright Ariail

From: Laura Dukes Beck <LBeck@charlestoncounty.org>
Sent: Monday, October 3, 2016 3:58 PM
To: Bright Ariail; Mikell Scarborough; Barnwell Fishburne
Cc: Andrew K. Epting; Michelle Endemann; Angela Gross
Subject: RE: Palmetto Construction Group v. Ward, et al; Case No. 2016-CP-10-1143

The Judge has decided that we ARE going forward with this tomorrow. We will see everyone at 2:00.

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: Monday, October 03, 2016 11:52 AM
To: Mikell Scarborough; Barnwell Fishburne
Cc: Andrew K. Epting; Michelle Endemann; Laura Dukes Beck; Angela Gross
Subject: RE: Palmetto Construction Group v. Ward, et al; Case No. 2016-CP-10-1143

Your Honor,

I am in receipt of Mr. Epting's email below. The Notice of Appeal was served after careful consideration and in good faith; it is our position that it is timely, it is not taken for the purpose of delay but rather to obtain lawful appellate review and preserve the arbitration rights of the Defendants, and it is in compliance with the South Carolina Appellate Court Rules and applicable law. Accordingly, Defendants will not be withdrawing the Notice of Appeal. Further, per Rule 205 of the SCACR, I understand all proceedings in your court will be stayed and that the appellate court now has exclusive jurisdiction over this matter.

VR, Bright Ariail

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

bright@brightariaillaw.com
843/814-8805

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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: Angela Gross [mailto:agg@epting-law.com]
Sent: Friday, September 30, 2016 6:26 PM
To: master@charlestoncounty.org
Cc: Andrew K. Epting <ake@epting-law.com>; Angela Gross <agg@epting-law.com>; Bright Ariail <bright@BRIGHTARIAILLAW.COM>; Michelle Endemann <mne@epting-law.com>; LBECK@charlestoncounty.org
Subject: Palmetto Construction Group v. Ward, et al; Case No. 2016-CP-10-1143

Judge Scarborough,

As you will recall, there is currently a default damages hearing scheduled for Tuesday, October 4 at 2:00pm in the above referenced case. Hearings on the motions to reconsider by both parties have been set for October 11 at 2:00pm.

This afternoon, we received a copy of Ms. Arial's Notice of Appeal. The Notice of Appeal is facially invalid as the order denying the motion to lift the default and denying the affirmative defense of arbitration was served on all parties by the Court on July 18, 2016. The notice is untimely by more than two months, and the order is interlocutory. No order on the motion to reconsider has been entered as it remains pending.

The appeal is an attempt to continue the damages hearing and further delay any resolution of this matter. We are filing a motion to dismiss and for expedited review in the Court of Appeals. We view the appeal as frivolous, and this is to notify counsel and that Court that we will be seeking sanctions against the Defendants and counsel up to and including any further harm to Palmetto as they will likely have to close their doors.

We ask that Ms. Arial withdraw her notice of appeal and that she advise her decision on the withdrawal by Monday. We are prepared to go forward with the damages hearing as scheduled.

With kindest regards,

Drew

Angela

Angela Gross
Legal Assistant to Andrew K. Epting, Jr., Esquire
And Michelle N. Endemann, Esquire
Andrew K. Epting, Jr., LLC
46A State Street
Charleston, SC 29401
Telephone: (843) 377-1871
Facsimile: (843) 377-1310
agg@epting-law.com

81190

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

Palmetto Construction Group, Respondent,

v.

Restoration Specialists, LLC, Reuben Mark Ward, and Lynnette Pennington Ward Appellants.

RECEIVED
OCT 11 2016
SC Court of Appeals

NOTICE OF APPEAL

Restoration Specialists, LLC, Reuben Mark Ward, and Lynnette Pennington Ward appeal the Bench and Formal Orders of the Honorable Mikell R. Scarborough dated July 14, 2016. The Court's orders: (a): Denied Appellant's Motion to Lift Entry of Default for lack of good cause; (b): Denied Appellant's Motion to Stay and Compel Arbitration on the basis of default; and (c): Set a damages hearing for October 4, 2016. Appellants received written notice of entry of these orders on July 18, 2016.

Appellants filed a Motion to Reconsider and to Alter and Amend the Court's orders pursuant to SCRCP 59(e) and applicable case law on July 27, 2016. The Court scheduled the hearing on Appellants' motion for October 11, 2016. On September 7, 2016, standing on their rights to arbitration, the Appellants requested the Court to schedule the hearing on Appellants' motion prior to the October 4, 2016 damages hearing.

On September, 7, 2016, the Court replied to Appellants' request and made the decision to switch the hearing dates, with the motions hearing to be held on October 4, 2016 and, if necessary, the damages hearing to be held on October 11, 2016. The Court asked the parties to advise if this plan was acceptable. The Appellants informed the Court that this plan was acceptable. The Respondent notified the Court that it would defer to the Court, but preferred the damages hearing to be held on October 4, 2016 and the motions hearing to be held on October 11, 2016.

After further consideration, the Court then rendered a decision not to switch the hearing dates and informed the parties that the damages hearing would be held on October 4, 2016 and the motions hearing would be held October 11, 2016. Appellants received written notice of the Court's decision on September 12, 2016.

The Court's decision to proceed with the damages hearing and not hear the Appellant's Rule 59(e) prior thereto effectively denies this motion and proceeding with the damages hearing under these circumstances would severely prejudice Appellants' rights to arbitration. Therefore, subject to, without waiving, and fully preserving their rights to arbitration, the Appellants hereby file the instant appeal in this matter.

September 29, 2016

A. Bright Ariail
Law Office of A. Bright Ariail, LLC
125 Wappoo Creek Drive
Building E, Suite 202
Charleston, S.C. 29412
(843) 814-8805
Attorney for Appellants

Other Counsel of Record:
Andrew K. Epting, Jr.
Michelle N. Endemann
Andrew K. Epting, Jr., LLC
46A State Street
Charleston, S.C. 29401
(843) 377-1871
Attorneys for Respondent

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

Palmetto Construction Group, Respondent,

v.

Restoration Specialists, LLC,
Reuben Mark Ward, and
Lynnette Pennington Ward Appellants.

RECEIVED
OCT 11 2016
SC Court of Appeals

PROOF OF SERVICE

I certify that I have served the Notice of Appeal on Palmetto Construction Group by depositing a copy of it in the United States Mail, postage prepaid, on September 30, 2016, addressed to Palmetto Constructions Group's attorneys of record, Andrew K. Epting, Jr. and Michelle N. Endemann, Adrew K. Epting, Jr., LLC, 46A State Street, Charleston, South Carolina 29401 and by delivering a copy of it to Palmetto Construction Group's attorneys of record, Andrew K. Epting, Jr. and Michelle N. Endemann, at their office at 46A State Street, Charleston, South Carolina 29401, on September 30, 2016.

September 30, 2016

A. Bright Ariail
Law Office of A. Bright Ariail, LLC
125 Wappoo Creek Drive
Building E, Suite 202
Charleston, S.C. 29412
(843) 814-8805
Attorney for Appellants

LAW OFFICE OF A. BRIGHT ARIAIL, LLC

125E WAPPOO CREEK DRIVE, SUITE 202
CHARLESTON, SC 29412
bright@brightariaillaaw.com

A. Bright Ariail, Esquire

Telephone: (843) 814-8805
Facsimile: (843) 266-0538

October 6, 2016

VIA FACSIMILE (803) 734-1839 & US MAIL
The Honorable Jenny Abbott Kitchings
Clerk, South Carolina Court of Appeals
Post Office Box 11629
Columbia, SC 29211

RECEIVED
OCT 11 2016
SC Court of Appeals

RE: ***Palmetto Construction Group v. Restoration Specialists, LLC, Reuben Mark Ward, and Lynette Pennington Ward***
Case No. 2016-CP-10-1143

Dear Ms. Kitchings:

Enclosed for filing is a Notice of Appeal in the above case. Also enclosed are the following:

(1) Proof of Service of the Notice of Appeal on the Respondent.

(2) A copy of the order(s) which are to be challenged on appeal.

(3) A filing fee of $100.00.

Please file the Notice of Appeal and return the clocked copy to me in the enclosed SASE. Thank you for your assistance in this matter.

Sincerely,

A. Bright Ariail
Attorney for Appellants

Enclosures
cc: Andrew K. Epting, Jr.,
Michelle N. Endemann
Andrew K Epting, Jr., LLC
46A State Street
Charleston, S.C. 29401
(843) 377-1871
Attorneys for Respondent

LAW OFFICE OF A. BRIGHT ARIAIL, LLC

125-E WAPPOO CREEK DRIVE, SUITE 202
CHARLESTON, SC 29412
(843) 814-8805 (TELEPHONE)
(843) 266-0538 (FACSIMILE)

RECEIVED
OCT 11 2016
SC Court of Appeals

FACSIMILE TRANSMITTAL SHEET

TO:	FROM:
THE HONORABLE JENNY ABBOTT KITCHINGS	A. BRIGHT ARIAIL, ESQ
FAX NUMBER (803)-734-1839	DATE: OCTOBER 6, 2016
PHONE NUMBER (803) 734-1890	TOTAL NO. OF PAGES INCLUDING COVER: 13

YOUR REFERENCE:
Appeal - Palmetto Construction Group v. Restoration Specialists, LLC, Reuben Mark Ward, and Lynette Pennington Ward/ Case No; 2016-CP-10-1143

CASE NAME/CASE NUMBER:
.Palmetto Construction Group v. Restoration Specialists, LLC, Reuben Mark Ward, and Lynette Pennington Ward/ Case No: 2016-CP-10-1143

☐ URGENT ☐ FOR REVIEW ☐ PLEASE COMMENT ☐ PLEASE REPLY

NOTES/COMMENTS:

DEAR MS. KITCHINGS:

ENCLOSED PLEASE FIND AN ELECTRONICALLY TRANSMITTED FACSIMILE COPY OF THE FOLLOWING DOCUMENTS IN CONNECTION WITH THE ABOVE-REFERENCED APPEAL:

(1) COVER LETTER FILING NOTICE OF APPEAL OF APPELLANTS RESTORATION SPECIALISTS, LLC, REUBEN MARK WARD, AND LYNNETTE PENNINGTON WARD ("NOTICE OF APPEAL");

(2) NOTICE OF APPEAL;

(3) PROOF OF SERVICE OF THE NOTICE OF APPEAL ON THE RESPONDENT;

(4) THE ORDER(S) WHICH ARE TO BE CHALLENGED ON APPEAL;

(5) THE FILING FEE CHECK OF $100.00.

WE ARE REFILING THESE DOCUMENTS AS THE COURT REPORTER'S CERTIFICATION OF THE JULY 14, 2016 BENCH ORDER WAS INADVERTANTLY OMITTED FROM OUR OCTOBER 5, 2016 FILING WITH THE COURT OF APPEALS. THE ORIGINALS OF THESE DOCUMENTS AND THE FILING FEE CHECK WILL BE IMMEDIATELY SENT BY U.S. MAIL TO YOUR OFFICE.

BEST REGARDS,

A. BRIGHT ARIAIL

The information contained in this transmission is privileged and confidential. It is intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copy of this communication is strictly prohibited. If you have read this communication in error, please notify us immediately by telephone and return the original message to us at the above address via the U. S. Postal Service. Thank you.

RECEIVED
SEP 06 2017
SC Court of Appeals

23413

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. 2016-002308]

Palmetto Construction Group, LLC — Respondent

v.

Restoration Specialists, LLC,
Reuben Mark Ward, and
Lynnette Pennington Ward — Appellants

RECORD ON APPEAL
VOLUME II OF IV

A. Bright Ariail, Esquire
Law Office of A. Bright Ariail, LLC
125E Wappoo Creek Drive, Suite 202
Charleston, SC 29412
843/814-8805
Attorney for Appellants

Jann G. Rannik
Andrew K. Epting, Jr., Esquire
Michelle N. Endemann, Esquire
Andrew K. Epting, Jr., LLC
46A State Street
Charleston, SC 29401
843/377-1871
Attorneys for Respondent

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THE STATE OF SOUTH CAROLINA
In The Court of Appeals

RECEIVED
NOV 18 2016
SC Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

Mikell R. Scarborough, Master in Equity

Case No. 2016-CP-10-1143

Palmetto Construction Group, Respondent,

v.

Restoration Specialists, LLC,
Reuben Mark Ward, and
Lynnette Pennington Ward Appellants.

NOTICE OF APPEAL

Restoration Specialists, LLC, Reuben Mark Ward, and Lynnette Pennington Ward appeal the Orders of the Honorable Mikell R. Scarborough dated July 14, 2016 and October 28, 2016.

The Order dated July 14, 2016 (Exhibit A): (a) Denied Appellant's Motion to Lift Entry of Default for lack of good cause; (b) Denied Appellant's Motion to Stay and Compel Arbitration on the basis of default; and (c) Set a damages hearing for October 4, 2105. Appellants received written notice of entry of this order on July 18, 2016. The parties timely filed cross-motions to reconsider the Court's July 14, 2016 Order pursuant to Rule 59, SCRCP.

The Order dated October 28, 2016 (Exhibit B), in response to the parties' cross-motions to reconsider pursuant to Rule 59, SCRCP: (a) Denied Defendants' Motion to Amend on the basis that Defendants have not shown good cause to lift the default, and (b) Denied Defendants' Motion to Stay and Compel filed July 11, 2016 on the basis that the affirmative defense of arbitration had been waived and therefore the motion was not properly made. Appellants received written notice of entry of this order on November 2, 2016.

November 14, 2016

A. Bright Ariail
SC Bar #69570
Law Office of A. Bright Ariail, LLC
125 Wappoo Creek Drive
Building E, Suite 202
Charleston, SC 29412
(843) 814-8805
Attorney for Appellants

Other Counsel of Record:

Andrew K. Epting, Jr.
Michelle N. Endemann
Andrew K. Epting, LLC
46A State Street
Charleston, SC 29401
(8430377-1871
Attorneys for Respondent

Law Office of A. Bright Ariail, LLC

November 15, 2016

RECEIVED
NOV 18 2016
SC Court of Appeals

VIA FACSIMILE AND US MAIL
The Honorable Jenny Abbott Kitchings
Clerk, South Carolina Court of Appeals
Post Office Box 11629
Columbia, SC 29211

RE: Palmetto Construction Group v. Restoration Specialists, LLC *et al.*
C/A 2016-CP-10-1143

Dear Ms. Kitchings;

Enclosed, please find the original and one copy of Appellants' Notice of Appeal and Proof of Service in the above referenced case, both dated November 14, 2016, for filing. Please note that the orders that are being challenged on appeal are attached to the Notice of Appeal as Exhibits A and B. After filing, please return the clocked copy to me in the enclosed, self-addressed stamped envelope.

Also, while the Order of the Court of Appeals filed on November 10, 2016 involving a prior appeal in this case cites *Hudson v. Hudson,* 290 S.C. 215, 216, 349 S.E.2d 341, 342 (1986) which indicates that a second filing fee will not be collected from a party who has previously appealed, I am including a filing fee in case it is required for this appeal. Please feel free to return my check with the copy of the filed Notice of Appeal if it is not necessary in this case.

By copy of this letter, I am serving counsel for Respondents with same.

With kindest regards, I am

Sincerely yours,

A. Bright Ariail

Enclosures

cc: Andrew Epting, Esquire (via email and US Mail)
Michelle Endemann, Esquire (via email and US Mail)

bright@brightariaillaw.com
125E Wappoo Creek Drive
Suite 202
Charleston, SC 29412
503
843/814-8805

STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON	)	IN THE COURT OF COMMON PLEAS FOR THE NINTH JUDICIAL CIRCUIT
PALMETTO CONSTRUCTION GROUP, LLC Plaintiff, vs. RESTORATION SPECIALISTS, LLC, REUBEN MARK WARD, and LYNNETTE PENNINGTON WARD Defendants.	)	CASE NO. 2016-CP-10-1143 ORDER

RECEIVED
NOV 18 2016
SC Court of Appeals

FILED
2016 JUL 20 PM 12:02
JULIE J. ARMSTRONG
CLERK OF COURT
BY

THIS MATTER CAME BEFORE ME on Defendants' motion to be relieved from default;

WHEREAS based on the record and the affidavits before me, Defendants failed to show good cause such that they should be relieved from default;

WHEREAS Defendants filed, on July 11, 2016, a motion to stay and to compel arbitration;

IT IS ORDERED THAT:

1) Defendants' motion to be relieved from default is DENIED;

2) A damages hearing is set for October 4, 2016 at 2:00pm; and

3) ~~No ruling is made on~~ Defendants' motion to stay and to compel arbitration is denied as Δ is in default.

The Honorable Mikell R. Scarborough
Master in Equity, Charleston County

On this 14 day of July 2016
Charleston, SC

EXHIBIT A

FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2016 CP-10-1143

RECEIVED
NOV 18 2016
SC Court of Appeals

Palmetto Construction Group LLC

PLAINTIFF(S)

Restoration Specialists, LLC, et al.

DEFENDANT(S)

Submitted by:	Attorney for : ☐ Plaintiff ☐ Defendant or ☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.

☒ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

☐ **ACTION DISMISSED** (*CHECK REASON*): ☐ Rule 12(b), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other

☐ **ACTION STRICKEN** (*CHECK REASON*): ☐ Rule 40(j), SCRCP; ☐ Bankruptcy ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other

☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (*CHECK APPLICABEE BOX*): ☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

FILED
2016 NOV -2 PM 3:36
JULIE J. ARMSTRONG
CLERK OF COURT
BY

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☒ Statement of Judgment by the Court: This matter came before the court for argument on October 11, 2016 on Cross-Motions to Reconsider pursuant to Rule 59, SCRCP. After a review of the file and memoranda submitted by counsel, the court finds as follows: 1) Defendants' Motion to Amend is respectfully DENIED, insomuch as Defendants have not shown good cause to lift the default; and 2) the affirmative defense of arbitration has been waived and Defendant's Motion to Stay and Compel filed July 11, 2016 was not properly made.

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.
Additional Information for the Clerk :

INFORMATION FOR THE PUBLIC INDEX
Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
NA	NA	$NA
		$
		$

If applicable, describe the property, including tax map information and address, referenced in the order:

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amou or additional taxable costs not available at the time the form and final order are submitted to clerk. **Note: Title abstractors and researchers should refer to the official court order for ju**

SCRCP Form 4C (10/2011)

EXHIBIT B

Circuit Court Judge

3062
Judge Code

10/28/16
Date

For Clerk of Court Office Use Only

This judgment was entered on the day of , 20 and a copy mailed first class or placed in the appropriate attorney's box on this day of , 20 to attorneys of record or to parties (when appearing pro se) as follows:

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

Court Reporter:

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

RECEIVED
NOV 18 2016
SC Court of Appeals

Palmetto Construction Group, Respondent,

v.

Restoration Specialists, LLC,
Reuben Mark Ward, and
Lynnette Pennington Ward Appellants.

PROOF OF SERVICE

I certify that I have served the Notice of Appeal on Palmetto Construction Group by depositing a copy of it in the United States Mail, postage prepaid, on November 14, 2016, addressed to Palmetto Construction Group's attorneys of record, Andrew K. Epting, Jr. and Michelle N. Endemann, Andrew K. Epting, LLC, 46A State Street, Charleston, South Carolina, 29401 and by delivering a copy of it to Palmetto Construction Group's attorneys of record, Andrew k. Epting, Jr. and Michelle N. Endemann, at their office at 46A State Street, Charleston, South Carolina, 29401, on November 14, 2016.

November 14, 2016

A. Bright Ariail
SC Bar #69870
Law Office of A. Bright Ariail, LLC
125 Wappoo Creek Drive
Building E, Suite 202
Charleston, SC 29412
(843) 814-8805
Attorney for Appellants

LAW OFFICE OF A. BRIGHT ARIAIL, LLC

125E WAPPOO CREEK DRIVE, SUITE 202
CHARLESTON, SC 29412
bright@brightariaillaaw.com

A. Bright Ariail, Esquire

Telephone: (843) 814-8805
Facsimile: (843) 266-0538

September 30, 2016

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

RE: ***Palmetto Construction Group v. Restoration Specialists, LLC, Reuben Mark Ward, and Lynette Pennington Ward***
Case No. 2016-CP-10-1143

Dear Julie:

Enclosed for filing is a Notice of Appeal, together with proof of service in the above referenced case. Please file the Notice of Appeal and proof of service and return a clocked copy to me in the enclosed SASE. Thank you for your assistance in this matter.

By copy of this letter, I am providing a copy of the Notice of Appeal and proof of service to the Honorable Mikell R. Scarborough. We have previously served this Notice of Appeal on the attorneys of record for Palmetto Construction Group.

Sincerely,

A. Bright Ariail

Enclosures
cc: (1): The Honorable Mikell R. Scarborough (Via Hand Delivery)

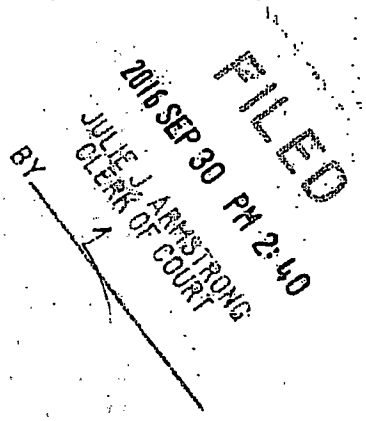
(2):Andrew K Epting, Jr.
Michelle N. Endemann
Andrew K Epting, Jr., LLC
46A State Street
Charleston, S.C. 29401
(843) 377-1871
Attorneys for Respondent

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



Palmetto Construction Group, Respondent,

v.

Restoration Specialists, LLC,
Reuben Mark Ward, and
Lynnette Pennington Ward Appellants.

NOTICE OF APPEAL

Restoration Specialists, LLC, Reuben Mark Ward, and Lynnette Pennington Ward appeal the Bench and Formal Orders of the Honorable Mikell R. Scarborough dated July 14, 2016. The Court's orders: (a): Denied Appellant's Motion to Lift Entry of Default for lack of good cause; (b): Denied Appellant's Motion to Stay and Compel Arbitration on the basis of default; and (c): Set a damages hearing for October 4, 2016. Appellants received written notice of entry of these orders on July 18, 2016.

Appellants filed a Motion to Reconsider and to Alter and Amend the Court's orders pursuant to SCRCP 59(e) and applicable case law on July 27, 2016. The Court scheduled the hearing on Appellants' motion for October 11, 2016. On September 7, 2016, standing on their rights to arbitration, the Appellants requested the Court to schedule the hearing on Appellants' motion prior to the October 4, 2016 damages hearing.

On September, 7, 2016, the Court replied to Appellants' request and made the decision to switch the hearing dates, with the motions hearing to be held on October 4, 2016 and, if necessary, the damages hearing to be held on October 11, 2016. The Court asked the parties to advise if this plan was acceptable. The Appellants informed the Court that this plan was acceptable. The Respondent notified the Court that it would defer to the Court, but preferred the damages hearing to be held on October 4, 2016 and the motions hearing to be held on October 11, 2016.

After further consideration, the Court then rendered a decision not to switch the hearing dates and informed the parties that the damages hearing would be held on October 4, 2016 and the motions hearing would be held October 11, 2016. Appellants received written notice of the Court's decision on September 12, 2016.

The Court's decision to proceed with the damages hearing and not hear the Appellant's Rule 59(e) prior thereto effectively denies this motion and proceeding with the damages hearing under these circumstances would severely prejudice Appellants' rights to arbitration. Therefore, subject to, without waiving, and fully preserving their rights to arbitration, the Appellants hereby file the instant appeal in this matter.

September 29, 2016

A. Bright Ariail
Law Office of A. Bright Ariail, LLC
125 Wappoo Creek Drive
Building E, Suite 202
Charleston, S.C. 29412
(843) 814-8805
Attorney for Appellants

Other Counsel of Record:
Andrew K. Epting, Jr.
Michelle N. Endemann
Andrew K. Epting, Jr., LLC
46A State Street
Charleston, S.C. 29401
(843) 377-1871
Attorneys for Respondent

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

FILED
2016 SEP 30 PM 2:40
JULIE J. ARMSTRONG
CLERK OF COURT
BY

Palmetto Construction Group, Respondent,

v.

Restoration Specialists, LLC,
Reuben Mark Ward, and
Lynnette Pennington Ward Appellants.

PROOF OF SERVICE

I certify that I have served the Notice of Appeal on Palmetto Construction Group by depositing a copy of it in the United States Mail, postage prepaid, on September 30, 2016, addressed to Palmetto Constructions Group's attorneys of record, Andrew K. Epting, Jr. and Michelle N. Endemann, Adrew K. Epting, Jr., LLC, 46A State Street, Charleston, South Carolina 29401 and by delivering a copy of it to Palmetto Construction Group's attorneys of record, Andrew K. Epting, Jr. and Michelle N. Endemann, at their office at 46A State Street, Charleston, South Carolina 29401, on September 30, 2016.

September 30, 2016

A. Bright Ariail
Law Office of A. Bright Ariail, LLC
125 Wappoo Creek Drive
Building E, Suite 202
Charleston, S.C. 29412
(843) 814-8805
Attorney for Appellants

LAW OFFICE OF A. BRIGHT ARIAIL, LLC

125-E WAPPOO CREEK DRIVE, SUITE 202
CHARLESTON, SC 29412

(843) 814-8805 (TELEPHONE)
(843) 266-0538 (FACSIMILE)

FACSIMILE TRANSMITTAL SHEET

TO:	FROM:
THE HONORABLE JENNY ABBOTT KITCHINGS	A. BRIGHT ARIAIL, ESQ
FAX NUMBER (803)-734-1839	DATE: OCTOBER 5, 2016
PHONE NUMBER (803) 734-1890	TOTAL NO. OF PAGES INCLUDING COVER: 12

YOUR REFERENCE:
Appeal - Palmetto Construction Group v. Restoration Specialists, LLC, Reuben Mark Ward, and Lynette Pennington Ward/ Case No; 2016-CP-10-1143

CASE NAME/CASE NUMBER:
.Palmetto Construction Group v. Restoration Specialists, LLC, Reuben Mark Ward, and Lynette Pennington Ward/ Case No: 2016-CP-10-1143

☐ URGENT ☐ FOR REVIEW ☐ PLEASE COMMENT ☐ PLEASE REPLY

NOTES/COMMENTS:

DEAR MS. KITCHINGS:

ENCLOSED PLEASE FIND AN ELECTRONICALLY TRANSMITTED FACSIMILE COPY OF THE FOLLOWING DOCUMENTS IN CONNECTION WITH THE ABOVE-REFERENCED APPEAL:

(1) COVER LETTER FILING NOTICE OF APPEAL OF APPELLANTS RESTORATION SPECIALISTS, LLC, REUBEN MARK WARD, AND LYNNETTE PENNINGTON WARD ("NOTICE OF APPEAL");

(2) NOTICE OF APPEAL;

(3) PROOF OF SERVICE OF THE NOTICE OF APPEAL ON THE RESPONDENT;

(4) THE ORDER(S) WHICH ARE TO BE CHALLENGED ON APPEAL;

(5) THE FILING FEE CHECK OF $100.00.

THE ORIGINALS OF THESE DOCUMENTS AND THE FILING FEE CHECK WILL BE IMMEDIATELY SENT BY U.S. MAIL TO YOUR OFFICE.

BEST REGARDS,

A. BRIGHT ARIAIL

The information contained in this transmission is privileged and confidential. It is intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copy of this communication is strictly prohibited. If you have read this communication in error, please notify us immediately by telephone and return the original message to us at the above address via the U. S. Postal Service. Thank you.

LAW OFFICE OF A. BRIGHT ARIAIL, LLC

125E WAPPOO CREEK DRIVE, SUITE 202
CHARLESTON, SC 29412
bright@brightariaillaaw.com

A. Bright Ariail, Esquire

Telephone: (843) 814-8805
Facsimile: (843) 266-0538

October 5, 2016

VIA FACSIMILE (803) 734-1839 & US MAIL
The Honorable Jenny Abbott Kitchings
Clerk, South Carolina Court of Appeals
Post Office Box 11629
Columbia, SC 29211

RE: ***Palmetto Construction Group v. Restoration Specialists, LLC, Reuben Mark Ward, and Lynette Pennington Ward***
Case No. 2016-CP-10-1143

Dear Ms. Kitchings:

Enclosed for filing is a Notice of Appeal in the above case. Also enclosed are the following:

(1) Proof of Service of the Notice of Appeal on the Respondent.

(2) A copy of the order(s) which are to be challenged on appeal.

(3) A filing fee of $100.00.

Please file the Notice of Appeal and return the clocked copy to me in the enclosed SASE. Thank you for your assistance in this matter.

Sincerely,

A. Bright Ariail
Attorney for Appellants

Enclosures
cc: Andrew K. Epting, Jr.,
Michelle N. Endemann
Andrew K Epting, Jr., LLC
46A State Street
Charleston, S.C. 29401
(843) 377-1871
Attorneys for Respondent

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

Palmetto Construction Group, Respondent,

v.

Restoration Specialists, LLC,
Reuben Mark Ward, and
Lynnette Pennington Ward Appellants.

NOTICE OF APPEAL

Restoration Specialists, LLC, Reuben Mark Ward, and Lynnette Pennington Ward appeal the Bench and Formal Orders of the Honorable Mikell R. Scarborough dated July 14, 2016. The Court's orders: (a): Denied Appellant's Motion to Lift Entry of Default for lack of good cause; (b): Denied Appellant's Motion to Stay and Compel Arbitration on the basis of default; and (c): Set a damages hearing for October 4, 2016. Appellants received written notice of entry of these orders on July 18, 2016.

Appellants filed a Motion to Reconsider and to Alter and Amend the Court's orders pursuant to SCRCP 59(e) and applicable case law on July 27, 2016. The Court scheduled the hearing on Appellants' motion for October 11, 2016. On September 7, 2016, standing on their rights to arbitration, the Appellants requested the Court to schedule the hearing on Appellants' motion prior to the October 4, 2016 damages hearing.

On September, 7, 2016, the Court replied to Appellants' request and made the decision to switch the hearing dates, with the motions hearing to be held on October 4, 2016 and, if necessary, the damages hearing to be held on October 11, 2016. The Court asked the parties to advise if this plan was acceptable. The Appellants informed the Court that this plan was acceptable. The Respondent notified the Court that it would defer to the Court, but preferred the damages hearing to be held on October 4, 2016 and the motions hearing to be held on October 11, 2016.

After further consideration, the Court then rendered a decision not to switch the hearing dates and informed the parties that the damages hearing would be held on October 4, 2016 and the motions hearing would be held October 11, 2016. Appellants received written notice of the Court's decision on September 12, 2016.

The Court's decision to proceed with the damages hearing and not hear the Appellant's Rule 59(e) prior thereto effectively denies this motion and proceeding with the damages hearing under these circumstances would severely prejudice Appellants' rights to arbitration. Therefore, subject to, without waiving, and fully preserving their rights to arbitration, the Appellants hereby file the instant appeal in this matter.

September 29, 2016

A. Bright Ariail
Law Office of A. Bright Ariail, LLC
125 Wappoo Creek Drive
Building E, Suite 202
Charleston, S.C. 29412
(843) 814-8805
Attorney for Appellants

Other Counsel of Record:
Andrew K. Epting, Jr.
Michelle N. Endemann
Andrew K. Epting, Jr., LLC
46A State Street
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Attorneys for Respondent

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

Palmetto Construction Group, Respondent,

v.

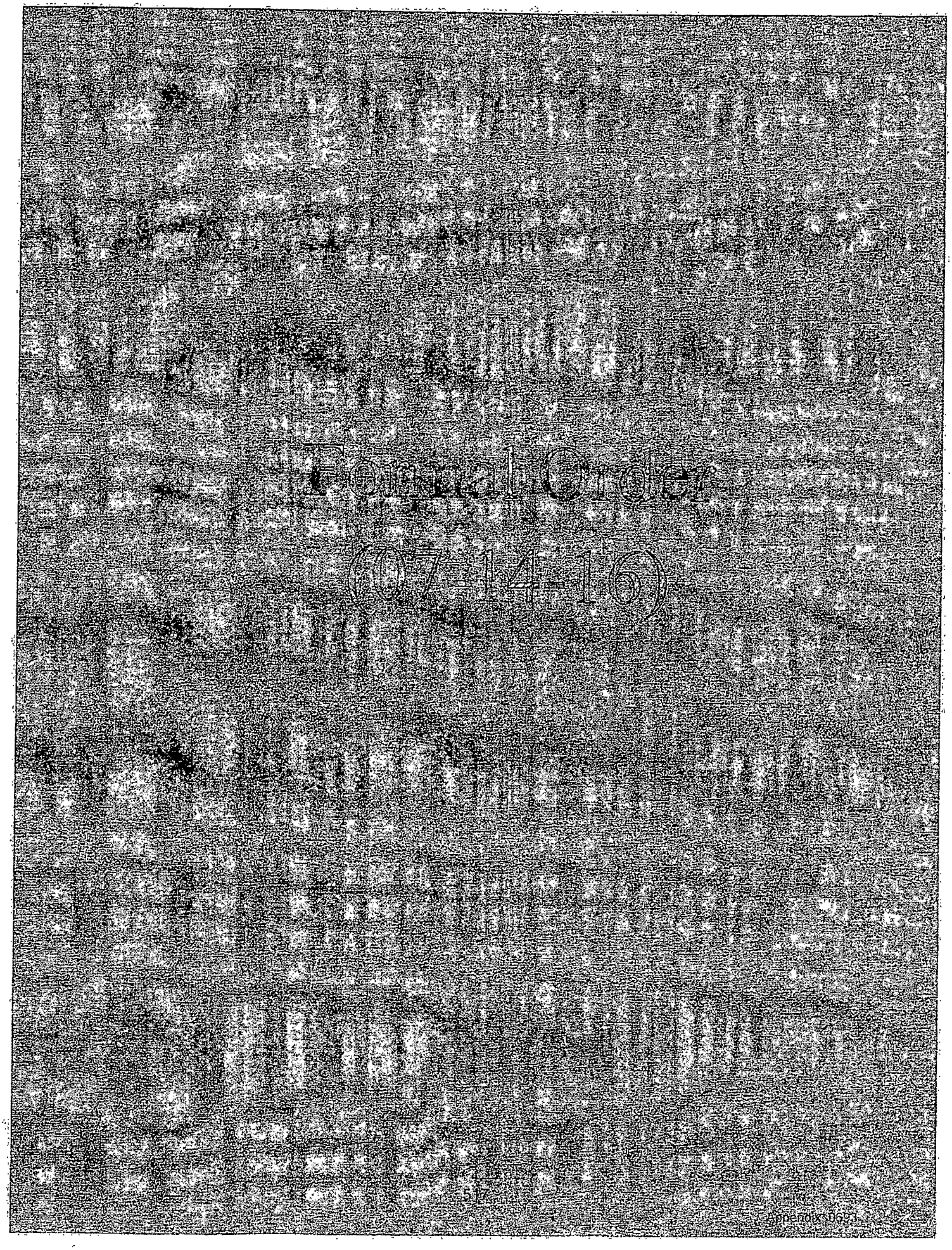
Restoration Specialists, LLC,
Reuben Mark Ward, and
Lynnette Pennington Ward Appellants.

PROOF OF SERVICE

I certify that I have served the Notice of Appeal on Palmetto Construction Group by depositing a copy of it in the United States Mail, postage prepaid, on September 30, 2016, addressed to Palmetto Constructions Group's attorneys of record, Andrew K. Epting, Jr. and Michelle N. Endemann, Adrew K. Epting, Jr., LLC, 46A State Street, Charleston, South Carolina 29401 and by delivering a copy of it to Palmetto Construction Group's attorneys of record, Andrew K. Epting, Jr. and Michelle N. Endemann, at their office at 46A State Street, Charleston, South Carolina 29401, on September 30, 2016.

September 30, 2016

A. Bright Ariail
Law Office of A. Bright Ariail, LLC
125 Wappoo Creek Drive
Building E, Suite 202
Charleston, S.C. 29412
(843) 814-8805
Attorney for Appellants



STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON	IN THE COURT OF COMMON PLEAS FOR THE NINTH JUDICIAL CIRCUIT
PALMETTO CONSTRUCTION GROUP, LLC Plaintiff, vs. RESTORATION SPECIALISTS, LLC, REUBEN MARK WARD, and LYNNETTE PENNINGTON WARD Defendants.	CASE NO. 2016-CP-10-1143 ORDER

THIS MATTER CAME BEFORE ME on Defendants' motion to be relieved from default;

WHEREAS based on the record and the affidavits before me, Defendants failed to show good cause such that they should be relieved from default;

WHEREAS Defendants filed, on July 11, 2016, a motion to stay and to compel arbitration;

IT IS ORDERED THAT:

1) Defendants' motion to be relieved from default is DENIED;

2) A damages hearing is set for October 4, 2016 at 2:00pm; and

3) ~~No ruling is made on~~ Defendants' motion to stay and to compel arbitration is denied as Δ is in default.

The Honorable Mikell R. Scarborough
Master in Equity, Charleston County

On this 14 day of July 2016
Charleston, SC

Appendix

(optional)

STATE OF SOUTH CAROLINA
COURT OF COMMON PLEAS
COUNTY OF CHARLESTON

Palmetto Construction Group,

Plaintiff,

vs. CASE NO. 2016-CP-10-1143

Restoration Specialists, LLC, Reuben Mark Ward, and Lynnette Pennington Ward,

Defendants.

Hearing before the Honorable Mikell R. Scarborough, reported by Christine A. Smith, Court Reporter and Notary Public, at 10:57 a.m. on July 14, 2016 at 100 Broad Street, Charleston, South Carolina.

Christine A. Smith, Court Reporter
Metro-Q-Reply
P.O. Box 32326
Charleston, South Carolina, 29417
(843) 958-5979
csmith@charlestoncounty.org

APPEARANCES OF COUNSEL:

ATTORNEYS FOR THE PLAINTIFF:

Andrew K. Epting, Jr., Esq.
Michelle Endemann, Esq.
Andrew K. Epting, Jr., LLC
46A State Street
Charleston, SC 29401
(843) 377-1871
Ake@epting-law.com
Mne@epting-law.com

ATTORNEYS FOR THE DEFENDANT:

A. Bright Ariail, Esq.
Law Office of A. Bright Ariail, LLC
125-E Wappoo Creek Drive
Suite 202
Charleston, SC 29412
(843) 814-8805
Bright@brightariaillaw.com

PROCEEDINGS

THE COURT: Palmetto Construction Group versus Restoration Specialists, LLC. For the Plaintiffs is Mr. Drew Epting and Ms. Michelle Endemann. For the Defendants is Ms. Bright Ariail. Good morning, Ms. Ariail. I believe we are here on your motion, are we? Is that what got us here?

MS. ENDEMANN: Judge, I think we are here on a couple of different things that were noticed. I think you set it for sort of a general status after we were here before you about a month ago. Also, there is a Motion to be Relieved from Default that Ms. Ariail has filed, as well as a Motion to Compel Arbitration.

I can give you a little bit of an overview of sort of where we are from last time. I think it would be helpful.

THE COURT: Sure.

MS. ENDEMANN: If you recall, Judge, this is a case where my client, Palmetto Construction has sued a business associate of theirs on a project for the V.A. The agreement between Restoration Specialist and the other Defendants which are the principals of that company and Palmetto was essentially that they

would work together on a job with the V.A. Restoration was to be the general contractor. Palmetto was to aid Restoration in this job, provide their expertise on a job of this size, provide the bonds that were required in order to complete the project. There would be a split of the profits, and Mr. Ward was the one who had the contracts with the V.A., and then all the subcontractors below.

Unfortunately what happened is Mr. Ward stopped paying his subcontractors. He stopped paying them it looks like all together. We started receiving bond claims coming in toward the end of the job. We didn't know what was going on because we weren't a party to those agreements. We weren't the ones that were paying them. We weren't the ones that were receiving money from the V.A.

So Mr. Ward is getting money from the V.A. He's diverting the funds. His subcontractors filed claims on the bond for which Palmetto was liable, and personally liable, all of its principals, their wives, and now Hanover, the bonding company with surety is looking to us to pay over a million dollars in bond claims.

We were here before you last time for a damages hearing because we had served discovery with

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our Complaint and the Complaint went unanswered. We're here for a damages hearing. We served Mr. Ward with notice of that hearing pursuant to the Rules, and it was then that he had hired Ms. Ariail.

She came and actually had a vacation planned, so we kind of came to an agreement. She was able to get us some of the documents that were owed. The discovery is not complete. In particular we're missing some pretty important things like the payments from the V.A. to Mr. Ward and then where that money went.

From the documents that we have received it appears that the project was pretty profitable with all the subcontractors being paid, and then still some hundreds of thousands of dollars in profit. So we're left looking at records that show there should be a surplus of funds.

Instead we're faced with the surety coming to us and saying, Hey, you owe us over a million dollars. The other problem that my client has is they do a lot of bonded work. They have a surety that says, You owe us over a million dollars. Nobody wants to bond any projects. So time is really, really of the essence here because we can't get work. If we can't get work our business goes under, and all

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of our people don't have jobs, so we're really sort of in dire straits here.

THE COURT: Okay.

MS. ENDEMANN: We were served with this Motion to Compel Arbitration this week, and Your Honor has set it probably for expediency today. We don't think, Your Honor, that we can go forward on that motion. First, we don't think that he can bring the motion, period, because he's in default; and second, it's not properly before this Court as we only got notice of it a couple of days ago.

We think that the tapat here might be to try to get relief from default, get this motion heard, and get it appealed if Your Honor does not rule in their favor and ties this up for several years. If that happens, again, my client's out of business.

What we would like to see happen here today is have a damages hearing set because Mr. Ward is in default. He's not provided the Court with any reasonable explanation for being in default and is not entitled to make this Motion for Arbitration since he is in default. Thank you, Your Honor.

THE COURT: Ms. Ariail, let me hear from you on that one.

MS. ARIAIL: Your Honor, I don't totally agree

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with the facts, but I think the thing that disturbs me the most is the statement that we haven't provided payments from the V.A. We have provided documentation of the amount of payments that have been made.

When we were in front of you a month or so ago there was a -- and there still is a standing Motion for Compelling Arbitration by the Plaintiff. They actually filed that. The contract requires it, and there is a motion that has not been heard that was filed by the Plaintiff for compelling arbitration.

In the meantime, despite the requirement for mediation and arbitration, and based on direction from the Court at the last hearing, we have complied with discovery. We have answered discovery. We have been continuously providing documents as we've compiled them, and at my direction my client has concentrated on the financial records rather than the voluminous information that is compiled on a two-or-three-year construction project.

That being said, I think it's proper to hear the Motion to Compel Mediation and Arbitration today. We merely joined what the Plaintiff's have already filed. For that reason I would ask that you go ahead and hear that motion.

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THE COURT: You want to get out of Default first, don't you? I didn't rule on that last time I don't think?

MS. ARIAIL: You did not.

THE COURT: You're right. Mr. Epting and Ms. Endemann, it looks like there was a motion filed back in March to Compel. Is it mediation or arbitration? Is it contract specific?

MS. ENDEMANN: Your Honor, it's a standard Form AIA contract, so there is a provision in there having to do with mediation and arbitration. We did file that motion assuming that we were going to get a responsive pleading and that we would send it to arbitration. That's not what happened in this case. Instead we set aside that motion and asked for an order referring this case to you for a damages hearing which was granted by the Circuit Court.

THE COURT: I've got it. This was filed March 7th. That motion was with those -- that was as a result of the matter to referral. Mr. Ward was served on the 14th of March. The Motion to Set Aside the Entry was there. I recall we had a quick meeting and then you-all did some discovery and I haven't been able to resolve anything. Basically, it's a Motion for a Continuance which we granted. And then

Mr. Ward's affidavit. All right. That rings a bell.

Well, Ms. Ariail, I think the first thing you have to do is get out of default before you can bring affirmative relief. It does appear that the matter was referred over here. I think that took care of the -- the clerk closed out the Motion to Compel the Arbitration because of the fact that it was referred over here. So that based some adjudication on that motion is how the Court considers that.

I think what we were wrestling with last time was whether or not you-all could resolve it. That doesn't look like it's been done. I find that because it was not shown by Mr. Ward in his affidavits that that supported why he was in default I find the Defendant in default and I so order.

So this will be a question of a damages hearing to be set. How much time do you-all want?

MS. ENDEMANN: Your Honor, we probably need about an hour to two hours for the hearing, and we can hear it whenever the Court is available.

THE COURT: Okay.

MS. ARIAIL: Your Honor, I would ask since I have in good faith participated in discovery that I at least be allowed to serve some form of discovery related to damages so that I can prepare properly for

the damages hearing.

THE COURT: Ms. Endemann?

MS. ENDEMANN: I don't think we're in a position, Your Honor, to consent to that. Ms. Ariail can certainly Cross the Plaintiff on any damages that we present at the hearing as is allowed by the Rules, but she isn't allowed to present her own evidence in any event.

We're happy to try to -- most of the documents that we would use in support of our case are her clients and also Hanover's, which are the bond claims spreadsheets and everything, which Hanover is sending directly to her client and which we're happy to provide if that's not happening. I think she has everything that she would need. It would just be the testimony, and of course, she's entitled to Cross under the Rules.

THE COURT: All right. I think that's the case. All right? I'm assuming you've got what you've got. You're entitled to participate in a damages hearing. There's no doubt about that by Cross-Examination but not by putting forth in evidence.

MS. ARIAIL: Right, Your Honor, but to properly prepare to Cross-Examine their witnesses,

I've seen nothing they have. They have discussed an indemnity agreement in the Complaint. I don't have that. My client doesn't have that.

THE COURT: Well, it may expedite the matter to move forward so everybody's talking with the same thing. We don't have to read documents when we're here. I would ask that you-all share what you can in that regard. I'm not going to mandate it because I don't think that's proper. If we don't get it worked out we'll have a hearing in the next, what, 60 days or so?

MS. BECK: I didn't know if this might be something you might want to put on the trial term as a possibility. If not, we've got some time the first week in October.

THE COURT: I can bring you-all back -- I've got some trials coming up. I've been squeezing stuff in there. I've got a trial term in August and one in September. The last week of September?

MS. BECK: Yes, sir, or if they prefer a date certain we can do the first week of October.

MS. ARIAIL: Your Honor, I have a Court-ordered mediation the last week of September, so if we could move it to the first week of October that would be helpful.

THE COURT: Okay.

MS. BECK: The afternoon of the 5th, after those allocation hearings that you set, we can do the rest in the afternoon.

THE COURT: What's going on on the 4th?

MS. BECK: Nothing. That would be fine, too.

THE COURT: Why don't we set this for October 4th at 2:00 p.m. Let's just set it up. That's a Tuesday afternoon the first week of October. Okay?

MS. ENDEMANN: Thank you, Judge.

MR. EPTING: Thank you, Judge.

THE COURT: Very good. I'm just going to do a Form 4, and I'll put that in there. If you-all want to follow up with an order you can. 2:00 p.m.

MS. ENDEMANN: Thank you.

(The proceedings were concluded at 11:11 a.m.)

LAW OFFICE OF A. BRIGHT ARIAIL, LLC

125-E WAPPOO CREEK DRIVE, SUITE 202

CHARLESTON, SC 29412

(843) 814-8805 (TELEPHONE)

(843) 266-0538 (FACSIMILE)

RECEIVED

OCT 11 2016

SC Court of Appeals

FACSIMILE TRANSMITTAL SHEET

TO:	FROM:
THE HONORABLE JENNY ABBOTT KITCHINGS	A. BRIGHT ARIAIL, ESQ
FAX NUMBER (803)-734-1839	DATE: OCTOBER 6, 2016
PHONE NUMBER (803) 734-1890	TOTAL NO. OF PAGES INCLUDING COVER: 13

YOUR REFERENCE:
Appeal - Palmetto Construction Group v. Restoration Specialists, LLC, Reuben Mark Ward, and Lynette Pennington Ward/ Case No; 2016-CP-10-1143

CASE NAME/CASE NUMBER:
Palmetto Construction Group v. Restoration Specialists, LLC; Reuben Mark Ward, and Lynette Pennington Ward/ Case No: 2016-CP-10-1143

☐ URGENT ☐ FOR REVIEW ☐ PLEASE COMMENT ☐ PLEASE REPLY

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(2) NOTICE OF APPEAL;

(3) PROOF OF SERVICE OF THE NOTICE OF APPEAL ON THE RESPONDENT;

(4) THE ORDER(S) WHICH ARE TO BE CHALLENGED ON APPEAL;

(5) THE FILING FEE CHECK OF $100.00.

WE ARE REFILING THESE DOCUMENTS AS THE COURT REPORTER'S CERTIFICATION OF THE JULY 14, 2016 BENCH ORDER WAS INADVERTANTLY OMITTED FROM OUR OCTOBER 5, 2016 FILING WITH THE COURT OF APPEALS. THE ORIGINALS OF THESE DOCUMENTS AND THE FILING FEE CHECK WILL BE IMMEDIATELY SENT BY U.S. MAIL TO YOUR OFFICE.

BEST REGARDS,

A. BRIGHT ARIAIL

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LAW OFFICE OF A. BRIGHT ARIAIL, LLC

125E WAPPOO CREEK DRIVE, SUITE 202
CHARLESTON, SC 29412
bright@brightariaillaaw.com

A. Bright Ariail, Esquire

Telephone: (843) 814-8805
Facsimile: (843) 266-0538

October 6, 2016

VIA FACSIMILE (803) 734-1839 & US MAIL
The Honorable Jenny Abbott Kitchings
Clerk, South Carolina Court of Appeals
Post Office Box 11629
Columbia, SC 29211

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Case No. 2016-CP-10-1143

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Sincerely,

A. Bright Ariail
Attorney for Appellants

Enclosures
cc: Andrew K. Epting, Jr.,
Michelle N. Endemann
Andrew K Epting, Jr., LLC
46A State Street
Charleston, S.C. 29401
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Attorneys for Respondent

RECEIVED
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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

Palmetto Construction Group, Respondent,

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September 29, 2016

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Building E, Suite 202
Charleston, S.C. 29412
(843) 814-8805
Attorney for Appellants

Other Counsel of Record:
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Attorneys for Respondent

THE STATE OF SOUTH CAROLINA
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September 30, 2016

A. Bright Ariail
Law Office of A. Bright Ariail, LLC
125 Wappoo Creek Drive
Building E, Suite 202
Charleston, S.C. 29412
(843) 814-8805
Attorney for Appellants

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

COURT OF COMMON PLEAS

Palmetto Construction Group,

Plaintiff,

vs.

CASE NO. 2016-CP-10-2143

Restoration Specialists, LLC, Reuben Mark Ward, and Lynnette Pennington Ward,

Defendants.

Hearing before the Honorable Mikell R. Scarborough, reported by Christine A. Smith, Court Reporter and Notary Public, at 10:57 a.m. on July 14, 2016 at 100 Broad Street, Charleston, South Carolina.

Christine A. Smith, Court Reporter
Notary Public
P.O. Box [illegible]
Charleston, South Carolina 29401
(843) [illegible]
[illegible]@[illegible].org

APPEARANCES OF COUNSEL:

ATTORNEYS FOR THE PLAINTIFF:

Andrew K. Epting, Jr., Esq.
Michelle Endemann, Esq.
Andrew K. Epting, Jr., LLC
46A State Street
Charleston, SC 29401
(843) 377-1871
Ake@epting-law.com
Mne@epting-law.com

ATTORNEYS FOR THE DEFENDANT:

A. Bright Ariail, Esq.
Law Office of A. Bright Ariail, LLC
125 E Wappoo Creek Drive
Suite 202
Charleston, SC 29412
(843) 814-8805
Bright@brightariaillaw.com

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OCT 11 2016
SC Court of Appeals

PROCEEDINGS

THE COURT: Palmetto Construction Group versus Restoration Specialists, LLC. For the Plaintiffs is Mr. Drew Epting and Ms. Michelle Endemann. For the Defendants is Ms. Bright Ariail. Good morning, Ms. Ariail. I believe we are here on your motion, are we? Is that what got us here?

MS. ENDEMANN: Judge, I think we are here on a couple of different things that were noticed. I think you set it for sort of a general status after we were here before you about a month ago. Also, there is a Motion to be Relieved from Default that Ms. Ariail has filed, as well as a Motion to Compel Arbitration.

I can give you a little bit of an overview of sort of where we are from last time. I think it would be helpful.

THE COURT: Sure.

MS. ENDEMANN: If you recall, Judge, this is a case where my client, Palmetto Construction has sued a business associate of theirs on a project for the V.A. The agreement between Restoration Specialist and the other Defendants which are the principals of that company and Palmetto was essentially that they would work together on a job with the V.A. Restoration was to be the general contractor. Palmetto was to aid Restoration in this job, provide their expertise on a job of this size, provide the bonds that were required in order to complete the project. There would be a split of the profits, and Mr. Ward was the one who had the contracts with the V.A., and then all the subcontractors below.

Unfortunately what happened is Mr. Ward stopped paying his subcontractors. He stopped paying them it looks like all together. We started receiving bond claims coming in toward the end of the job. We didn't know what was going on because we weren't a party to those agreements. We weren't the ones that were paying them. We weren't the ones that were receiving money from the V.A.

So Mr. Ward is getting money from the V.A. He's diverting the funds. His subcontractors filed claims on the bond for which Palmetto was liable, and personally liable, all of its principals, their wives, and now Hanover, the bonding company with surety is looking to us to pay over a million dollars in bond claims.

We were here before you last time for a damages hearing because we had served discovery with

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our Complaint and the Complaint went unanswered. We're here for a damages hearing. We served Mr. Ward with notice of that hearing pursuant to the Rules, and it was then that he had hired Ms. Ariail.

She came and actually had a vacation planned, so we kind of came to an agreement. She was able to get us some of the documents that were owed. The discovery is not complete. In particular we're missing some pretty important things like the payments from the V.A. to Mr. Ward and then where that money went.

From the documents that we have received it appears that the project was pretty profitable with all the subcontractors being paid, and then still some hundreds of thousands of dollars in profit. So we're left looking at records that show there should be a surplus of funds.

Instead we're faced with the surety coming to us and saying, Hey, you owe us over a million dollars. The other problem that my client has is they do a lot of bonded work. They have a surety that says, You owe us over a million dollars. Nobody wants to bond any projects. So time is really, really of the essence here because we can't get work. If we can't get work our business goes under, and all

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of our people don't have jobs, so we're really sort of in dire straits here.

THE COURT: Okay.

MS. ENDEMANN: We were served with this Motion to Compel Arbitration this week, and Your Honor has set it probably for expediency today. We don't think, Your Honor, that we can go forward on that motion. First, we don't think that he can bring the motion, period, because he's in default; and second, it's not properly before this Court as we only got notice of it a couple of days ago.

We think that the tapat here might be to try to get relief from default, get this motion heard, and get it appealed if Your Honor does not rule in their favor and ties this up for several years. If that happens, again, my client's out of business.

What we would like to see happen here today is have a damages hearing set because Mr. Ward is in default. He's not provided the Court with any reasonable explanation for being in default and is not entitled to make this Motion for Arbitration since he is in default. Thank you, Your Honor.

THE COURT: Ms. Ariail, let me hear from you on that one.

MS. ARIAIL: Your Honor, I don't totally agree

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with the facts, but I think the thing that disturbs me the most is the statement that we haven't provided payments from the V.A. We have provided documentation of the amount of payments that have been made.

When we were in front of you a month or so ago there was a -- and there still is a standing Motion for Compelling Arbitration by the Plaintiff. They actually filed that. The contract requires it, and there is a motion that has not been heard that was filed by the Plaintiff for compelling arbitration.

In the meantime, despite the requirement for mediation and arbitration, and based on direction from the Court at the last hearing, we have complied with discovery. We have answered discovery. We have been continuously providing documents as we've compiled them, and at my direction my client has concentrated on the financial records rather than the voluminous information that is compiled on a two-or-three-year construction project.

That being said, I think it's proper to hear the Motion to Compel Mediation and Arbitration today. We merely joined what the Plaintiff's have already filed. For that reason I would ask that you go ahead and hear that motion.

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THE COURT: You want to get out of Default first, don't you? I didn't rule on that last time I don't think?

MS. ARIAIL: You did not.

THE COURT: You're right. Mr. Epting and Ms. Endemann, it looks like there was a motion filed back in March to Compel. Is it mediation or arbitration? Is it contract specific?

MS. ENDEMANN: Your Honor, it's a standard Form AIA contract, so there is a provision in there having to do with mediation and arbitration. We did file that motion assuming that we were going to get a responsive pleading and that we would send it to arbitration. That's not what happened in this case. Instead we set aside that motion and asked for an order referring this case to you for a damages hearing which was granted by the Circuit Court.

THE COURT: I've got it. This was filed March 7th. That motion was with those -- that was as a result of the matter to referral. Mr. Ward was served on the 14th of March. The Motion to Set Aside the Entry was there. I recall we had a quick meeting and then you-all did some discovery and I haven't been able to resolve anything. Basically, it's a Motion for a Continuance which we granted. And then

Mr. Ward's affidavit. All right. That rings a bell.

Well, Ms. Ariail, I think the first thing you have to do is get out of default before you can bring affirmative relief. It does appear that the matter was referred over here. I think that took care of the -- the clerk closed out the Motion to Compel the Arbitration because of the fact that it was referred over here. So that based some adjudication on that motion is how the Court considers that.

I think what we were wrestling with last time was whether or not you-all could resolve it. That doesn't look like it's been done. I find that because it was not shown by Mr. Ward in his affidavits that that supported why he was in default I find the Defendant in default and I so order.

So this will be a question of a damages hearing to be set. How much time do you-all want?

MS. ENDEMANN: Your Honor, we probably need about an hour to two hours for the hearing, and we can hear it whenever the Court is available.

THE COURT: Okay.

MS. ARIAIL: Your Honor, I would ask since I have in good faith participated in discovery that I at least be allowed to serve some form of discovery related to damages so that I can prepare properly for

the damages hearing.

THE COURT: Ms. Endemann?

MS. ENDEMANN: I don't think we're in a position, Your Honor, to consent to that. Ms. Ariail can certainly Cross the Plaintiff on any damages that we present at the hearing as is allowed by the Rules, but she isn't allowed to present her own evidence in any event.

We're happy to try to -- most of the documents that we would use in support of our case are her clients and also Hanover's, which are the bond claims spreadsheets and everything, which Hanover is sending directly to her client and which we're happy to provide if that's not happening. I think she has everything that she would need. It would just be the testimony, and of course, she's entitled to Cross under the Rules.

THE COURT: All right. I think that's the case. All right? I'm assuming you've got what you've got. You're entitled to participate in a damages hearing. There's no doubt about that by Cross-Examination but not by putting forth in evidence.

MS. ARIAIL: Right, Your Honor, but to properly prepare to Cross-Examine their witnesses,

I've seen nothing they have. They have discussed an indemnity agreement in the Complaint. I don't have that. My client doesn't have that.

THE COURT: Well, it may expedite the matter to move forward so everybody's talking with the same thing. We don't have to read documents when we're here. I would ask that you-all share what you can in that regard. I'm not going to mandate it because I don't think that's proper. If we don't get it worked out we'll have a hearing in the next, what, 60 days or so?

MS. BECK: I didn't know if this might be something you might want to put on the trial term as a possibility. If not, we've got some time the first week in October.

THE COURT: I can bring you-all back -- I've got some trials coming up. I've been squeezing stuff in there. I've got a trial term in August and one in September. The last week of September?

MS. BECK: Yes, sir, or if they prefer a date certain we can do the first week of October.

MS. ARIAIL: Your Honor, I have a Court-ordered mediation the last week of September, so if we could move it to the first week of October that would be helpful.

THE COURT: Okay.

MS. BECK: The afternoon of the 5th, after those allocation hearings that you set, we can do the rest in the afternoon.

THE COURT: What's going on on the 4th?

MS. BECK: Nothing. That would be fine, too.

THE COURT: Why don't we set this for October 4th at 2:00 p.m. Let's just set it up. That's a Tuesday afternoon the first week of October. Okay?

MS. ENDEMANN: Thank you, Judge.

MR. EPTING: Thank you, Judge.

THE COURT: Very good. I'm just going to do a Form 4, and I'll put that in there. If you-all want to follow up with an order you can. 2:00 p.m.

MS. ENDEMANN: Thank you.

(The proceedings were concluded at 11:11 a.m.)

State of South Carolina)
)
County of Charleston) C E R T I F I C A T E

I, Christine A. Smith, Court Reporter and Notary Public for the State of South Carolina at Large, do hereby certify that the foregoing transcript is a true, accurate, and complete record.

I further certify that I am neither related to nor counsel for any party to the cause pending or interested in the events thereof.

Witness my hand, I have hereunto affixed my official seal this 26th day of July, 2016 at Charleston, Charleston County, South Carolina.

Christine A. Smith
Notary Public
My Commission Expires
May 12, 2021

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 ORDER

RECEIVED
OCT 11 2016
SC Court of Appeals

THIS MATTER CAME BEFORE ME on Defendants' motion to be relieved from default;

WHEREAS based on the record and the affidavits before me, Defendants failed to show good cause such that they should be relieved from default;

WHEREAS Defendants filed, on July 11, 2016, a motion to stay and to compel arbitration;

IT IS ORDERED THAT:

1) Defendants' motion to be relieved from default is DENIED;

2) A damages hearing is set for October 4, 2016 at 2:00pm; and

3) ~~No ruling is made on~~ Defendants' motion to stay and to compel arbitration is denied

Defendants are in default.

The Honorable Mikell R. Scarborough
Master in Equity, Charleston County

On this 14 day of July 2016
Charleston, SC

The South Carolina Court of Appeals

JENNY ABBOTT KITCHINGS
CLERK

V. CLAIRE ALLEN
DEPUTY CLERK

POST OFFICE BOX 11629
COLUMBIA, SOUTH CAROLINA 29211
1220 SENATE STREET
COLUMBIA, SOUTH CAROLINA 29201
TELEPHONE: (803) 734-1890
FAX: (803) 734-1839
www.sccourts.org

October 4, 2016

Andrew K. Epting , Jr., Esq.
Michelle N. Endemann, Esq.
46 A State Street
Charleston, SC 29401

In Re: Palmetto Construction Group v. Restoration Specialists
Motion to Dismiss

Dear Counsel:

We have received your motion to dismiss for the above referenced matter. However, no notice of appeal has been filed under that name or lower court case number. Since no appeal is pending in this Court, we will not accept or take action on your motion to dismiss. We are returning your original documents to you, along with your filing fee, check #4184, in the amount of $50.00.

Very truly yours,

Clerk

cc:
A. Bright Ariail, Esq.

Law Office of A. Bright Ariail, LLC

July 7, 2016

VIA EMAIL AND US MAIL
Andrew K. Epting, Esquire
Michelle N. Endemann, Esquire
46A State Street
Charleston, SC 29401

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

Dear Drew and Michelle;

Enclosed for service, please find Defendants' Answers to Plaintiff Palmetto Construction Group's First Set of Interrogatories and Responses to Plaintiff Palmetto Construction Group's First set of Requests for Production in the above captioned case.

With kindest regards, I am

Sincerely yours,

A. Bright Ariail

Enclosures

bright@brightariaillaw.com
125E Wappoo Creek Drive
Suite 202
Charleston, SC 29412
843/814-8805

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	CASE NO.: 2016-CP-10-1143
	)	
Palmetto Construction Group	)	
	)	
Plaintiff,	)	**DEFENDANTS' ANSWERS TO PLAINTIFF PALMETTO CONSTRUCTION GROUP'S FIRST SET OF INTERROGATORIES TO DEFENDANTS**
	)	
vs.	)	
	)	
Restoration Specialists, LLC, Reuben Mark Ward, and Lynnette Pennington Ward	)	
	)	
Defendants.	)	

TO: ANDREW K. EPTING, JR., ESQUIRE, AND MICHELLE N. ENDEMANN, ESQUIRE, ATTORNEYS FOR PLAINTIFF, PALMETTO CONSTRUCTION GROUP

Defendants Restoration Specialists, LLC ("Restoration Specialists"), Reuben Mark Ward ("Mark Ward"), and Lynnette Pennington Ward ("Lynette Ward") (collectively, "Defendants") answer the Interrogatories of Plaintiff Palmetto Construction Group ("PCG")as indicated below. "Project" refers to the project to construct the Charlie Norwood VAMC Parking Garage for the Department of Veterans Affairs in Augusta Georgia under contract VA247-12-C-0035 and "Bond" refers to the Labor and Material Payment Bond issued for the Project:

1. Give the names and addresses of persons known to Defendants or counsel to be witnesses concerning the facts of the case and indicate whether or not written or recorded statements have been taken from the witnesses and indicate who has possession of such statements.

Answer: **James Rudnik, Esq.**
The Hanover Insurance Group
101 West Elm St
Suite 650
Conshohocken, PA 19428

Mr. Rudnik is expected to testify concerning payments made to various subcontractors and suppliers under the Bond, claims made against the

bond, payments made by Restoration Specialists to Hanover and subcontractors for work on the Project, and other Bond issues.

Lynnette Ward
c/o Law Office of A. Bright Ariail, LLC
125 Wappoo Creek Drive, Suite 202
Charleston, SC 29412

Mrs. Ward is expected to testify concerning any indemnification obligations she has related to the Bond.

Mark Ward
Dennis Shumm
Thomas Mitchell
Jack Ellison
Matt Robbins (former employee)
Restoration Specialists, LLC
c/o Law Office of A. Bright Ariail, LLC
125 Wappoo Creek Drive, Suite 202
Charleston, SC 29412

These employees/former employees of Restoration Specialists, LLC are expected to testify concerning the contract to construct the Project, various subcontracts and agreements with suppliers, payments made to those subcontractors and suppliers, performance issues, and other Project specific information. In addition, Mr. Ward is expected to testify concerning any indemnification obligations he has related to the Bond, disputed claims against the bond, and payments made to/agreements with Hanover.

A representative of Amano McGann

A representative of Amano McGann is expected to testify concerning its subcontract/purchase order agreement with Restoration Specialists for the Project, its performance of work related to the Project, and payments received from Restoration Specialists and/or Hanover related to the Project.

A representative of American Elevator

A representative of American Elevator is expected to testify concerning its subcontract/purchase order agreement with Restoration Specialists for the Project, its performance of work related to the Project, and payments received from Restoration Specialists and/or Hanover related to the Project.

A representative of Baker Roofing

A representative of Baker Roofing is expected to testify concerning its subcontract/purchase order agreement with Restoration Specialists for the Project, its performance of work related to the Project, and payments received from Restoration Specialists and/or Hanover related to the Project.

A representative of Berkel & Company

A representative of Berkel & Company is expected to testify concerning its subcontract/purchase order agreement with Restoration Specialists for the Project, its performance of work related to the Project, and payments received from Restoration Specialists and/or Hanover related to the Project.

A representative of Century Glass

A representative of Century Glass is expected to testify concerning its subcontract/purchase order agreement with Restoration Specialists for the Project, its performance of work related to the Project, and payments received from Restoration Specialists and/or Hanover related to the Project.

A representative of Cook & Boardman

A representative of Cook & Boardman is expected to testify concerning its subcontract/purchase order agreement with Restoration Specialists for the Project, its performance of work related to the Project, and payments received from Restoration Specialists and/or Hanover related to the Project.

A representative of CSRA Testing

A representative of CSRA Testing is expected to testify concerning its subcontract/purchase order agreement with Restoration Specialists for the Project, its performance of work related to the Project, and payments received from Restoration Specialists and/or Hanover related to the Project.

A representative of Division Five

A representative of Division Five is expected to testify concerning its subcontract/purchase order agreement with Restoration Specialists for the Project, its performance of work related to the Project, and payments

received from Restoration Specialists and/or Hanover related to the Project.

A representative of Georgia Drywall

A representative of Georgia Drywall is expected to testify concerning its subcontract/purchase order agreement with Restoration Specialists for the Project, its performance of work related to the Project, and payments received from Restoration Specialists and/or Hanover related to the Project.

A representative of Haley Ray Pavement

A representative of Haley Ray Pavement is expected to testify concerning its subcontract/purchase order agreement with Restoration Specialists for the Project, its performance of work related to the Project, and payments received from Restoration Specialists and/or Hanover related to the Project.

A representative of Harper Line Striping

A representative of Harper Line Striping is expected to testify concerning its subcontract/purchase order agreement with Restoration Specialists for the Project, its performance of work related to the Project, and payments received from Restoration Specialists and/or Hanover related to the Project.

A representative of Hidral USA, Inc.
500 Tillessen Blvd
Ridgeway, SC 29130

A representative of Hidral USA, Inc. is expected to testify regarding elevators and related labor and materials supplied to the elevator subcontractor, American Elevator, payments received for labor and material, payments due for labor and material, and obligations concerning warranty and service of those elevators.

A representative of Jacobs Landscape

A representative of Jacobs Landscape is expected to testify concerning its subcontract/purchase order agreement with Restoration Specialists for the Project, its performance of work related to the Project, and payments received from Restoration Specialists and/or Hanover related to the Project.

A representative of Maner Builders

A representative of Maner Builders is expected to testify concerning its subcontract/purchase order agreement with Restoration Specialists for the Project, its performance of work related to the Project, and payments received from Restoration Specialists and/or Hanover related to the Project.

A representative of Metromont

A representative of Metromont is expected to testify concerning its subcontract/purchase order agreement with Restoration Specialists for the Project, its performance of work related to the Project, and payments received from Restoration Specialists and/or Hanover related to the Project.

A representative of Newman Underground

A representative of Newman Underground is expected to testify concerning its subcontract/purchase order agreement with Restoration Specialists for the Project, its performance of work related to the Project, and payments received from Restoration Specialists and/or Hanover related to the Project.

John Kendle
Other representatives of Palmetto Construction Group
Palmetto Construction Group

Mr. Kendle and other representatives of Palmetto Construction Group are expected to testify concerning its subcontract with Restoration Specialists related to the Project, its performance of work thereunder, agreements with its subcontractors and suppliers, indemnification of the Bond, its relationship with The Hanover Group and other sureties, payments received from Restoration Specialists and payments made under its subcontracts.

A representative of Peachtree Protective Covers

A representative of Peachtree Protective Covers is expected to testify concerning its subcontract/purchase order agreement with Restoration Specialists for the Project, its performance of work related to the Project, and payments received from Restoration Specialists and/or Hanover related to the Project.

A representative of Reserve Electrical

A representative of Reserve Electrical is expected to testify concerning its subcontract/purchase order agreement with Restoration Specialists for the Project, its performance of work related to the Project, payments received from Restoration Specialists and/or Hanover related to the Project and its attempts to recover money from another project under its subcontract with Restoration Specialists for this Project.

A representative of Richmond Concrete

A representative of Richmond Concrete is expected to testify concerning its subcontract/purchase order agreement with Restoration Specialists for the Project, its performance of work related to the Project, and payments received from Restoration Specialists and/or Hanover related to the Project.

A representative of Sign-a-rama

A representative of Sign-a-rama is expected to testify concerning its subcontract/purchase order agreement with Restoration Specialists for the Project, its performance of work related to the Project, and payments received from Restoration Specialists and/or Hanover related to the Project.

A representative of Simmons Masonry

A representative of Simmons Masonry is expected to testify concerning its subcontract/purchase order agreement with Restoration Specialists for the Project, its performance of work related to the Project, and payments received from Restoration Specialists and/or Hanover related to the Project.

A representative of Southern Atlantic Mechanical

A representative of Southern Atlantic Mechanical is expected to testify concerning its subcontract/purchase order with Restoration Specialists for the Project, its performance of work related to the Project, and payments received from Restoration Specialists and/or Hanover related to the Project.

A representative of Tendon Systems

A representative of Tendon Systems is expected to testify concerning its subcontract/purchase order agreement with Restoration Specialists for the

Project, its performance of work related to the Project, and payments received from Restoration Specialists and/or Hanover related to the Project.

A representative of Tripp Land Surveying

A representative of Tripp Land Surveying is expected to testify concerning its subcontract/purchase order agreement with Restoration Specialists for the Project, its performance of work related to the Project, and payments received from Restoration Specialists and/or Hanover related to the Project.

A representative of Tupperway Siteworks

A representative of Tupperway Siteworks is expected to testify concerning its subcontract/purchase order agreement with Restoration Specialists for the Project, its performance of work related to the Project, and payments received from Restoration Specialists and/or Hanover related to the Project.

A representative of Watts & Associates

A representative of Watts & Associates is expected to testify concerning its subcontract/purchase order agreement with Restoration Specialists for the Project, its performance of work related to the Project, and payments received from Restoration Specialists and/or Hanover related to the Project.

All fact witnesses and expert witnesses named by other parties to this litigation.

Defendants are not in possession of any written or recorded statements of these witnesses.

Defendants reserve the right to supplement their answer to this interrogatory as discovery progresses.

2. Set forth a list of photographs, plats, sketches, or other prepared documents in possession of Defendants that relate to the claim or defense in the case.

Answer: **To the extent that documents responsive to this interrogatory exist, are in the possession of Defendants, and are not privileged, they will be made available to**

Plaintiff pursuant to Defendants' Responses to Plaintiff's First Set of Requests for Production. Defendant Restoration Specialists has produced documents (RS 00001 – 01069) which include, in general, the VA contract/change orders/pay requests and subcontracts/change orders/pay requests related to the Project via dropbox on July 6, 2016. Further, Defendant Restoration Specialists produced a current VAMC Parking Garage Contract Log and Augusta VA Overhead via email on June 10, 2016.

3. List the names and addresses of any expert witnesses whom Defendants propose to use as a witness at the trial of this case.

Answer: Defendants have not identified expert witnesses at this time. However, Defendants reserve the right to do so at a later date.

4. For each person known to Defendants or counsel to be a witness concerning the facts of the case, set forth either a summary sufficient to inform Plaintiff of the important facts known to or observed by such witness, or provide a copy of any written or recorded statements taken from such witness.

Answer: See Answer to Interrogatory 1.

5. Identify and set forth the names and addresses of all officers, members, directors and or shareholders of Restoration Specialists, LLC, and for each entity, identify any related corporate entities.

Answer: Rueben Mark Ward. See Answer to Interrogatory 1 for contact information.

6. Set forth with specificity a detailed list of all financial documents, records of payment, or contracts creating financial obligations related to the Charlie Norwood VAMC Parking Garage project, including:

a. Payment applications submitted by Defendants to the Department of Veteran Affairs of the US Government for the Charlie Norwood VAMC Parking Garage project,

b. Certificates for payment issued by the Department of Veteran Affairs or US Government for this project,

c. Copies of checks or check stubs paid out for this project,

d. Any change orders or claims related to modifications of the contract for this project,

e. A record of retainage or funds still held by the Department of Veteran Affairs of the US Government or otherwise not paid to Defendants related to this project,

f. Copies of any contract between Defendants and the US Government or Department of Veteran Affairs,

g. Copies of any subcontract between Defendants and Plaintiff.

Answer: To the extent that documents responsive to this interrogatory exist, are in the possession of Defendants, and are not privileged, they will be made available to Plaintiff pursuant to Defendants' Responses to Plaintiff's First Set of Requests for Production. Defendant Restoration Specialists has produced documents (RS 00001 – 01069) which include, in general, the VA contract/change orders/pay requests and subcontracts/change orders/pay requests related to the Project via dropbox on July 6, 2016. Further, Defendant Restoration Specialists produced a current VAMC Parking Garage Contract Log and Augusta VA Overhead via email on June 10, 2016.

Specifically responding to subparagraph d., there were no claims submitted on the Project.

Specifically responding to subparagraph e., funds retained total $90,887.08 which includes $85,621.83 (See Pay Application dated 9/30/15) plus $5,255.25 (See Change

Order 12).

Specifically responding to subparagraph f., Defendant Restoration Specialists produced a copy of the contract between Restoration Specialists and the Department of Veteran Affairs for the Project via dropbox on July 6, 2016.

7. Identify and set forth with specificity all communications by, among, and between Mark Ward or anyone on his behalf and any representative, agent, employee, or anyone affiliated with the Restoration Specialists, LLC regarding the Charlie Norwood VAMC Parking Garage project, Plaintiff, the United States Government, Lynnette Ward, or any of the parties to the transaction at issue in this litigation or produce the party's relevant correspondence files and e-mail records as kept in the ordinary course of business since the bid process for the project to the present.

Answer: To the extent that these documents exist, are in the possession of Defendants, and are not privileged, they will be made available to Plaintiff pursuant to Defendants' Responses to Plaintiff's First Set of Requests for Production.

Defendants Restoration Specialists, LLC, Ruben Mark Ward, and Lynnette Pennington Ward reserve the right to supplement their answers to the interrogatories at a later date.

LAW OFFICE OF A. BRIGHT ARIAIL, LLC

A. Bright Ariail
125 Wappoo Creek Drive
Building E, Suite 202
Charleston, SC 29412

ATTORNEY FOR DEFENDANTS

July 7, 2016
Charleston, SC 29412

CERTIFICATE OF SERVICE

I certify that on July 7, 2016, I caused to be mailed and/or delivered By email a true copy of the foregoing pleading(s) to each counsel of record.

Attorney for Defendants Restoration Specialists, LLC, Ruben Mark Ward, and Lynnette Pennington Ward

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	CASE NO.: 2016-CP-10-1143
	)	
Palmetto Construction Group	)	
	)	
Plaintiff,	)	**DEFENDANTS' RESPONSES TO PLAINTIFF PALMETTO CONSTRUCTION GROUP'S FIRST SET OF REQUESTS FOR PRODUCTION TO DEFENDANTS**
	)	
vs.	)	
	)	
Restoration Specialists, LLC, Reuben Mark Ward, and Lynnette Pennington Ward	)	
	)	
Defendants.	)	

TO: ANDREW K. EPTING, JR., ESQUIRE, AND MICHELLE N. ENDEMANN, ESQUIRE, ATTORNEYS FOR PLAINTIFF, PALMETTO CONSTRUCTION GROUP

Defendants Restoration Specialists, LLC ("Restoration Specialists"), Reuben Mark Ward ("Mark Ward"), and Lynnette Pennington Ward ("Lynette Ward") (collectively, "Defendants") respond to the First Set of Requests for Production of Plaintiff Palmetto Construction Group ("PCG")as indicated below. "Project" refers to the project to construct the Charlie Norwood VAMC Parking Garage for the Department of Veterans Affairs in Augusta Georgia under contract VA247-12-C-0035 and "Bond" refers to the Labor and Material Payment Bond issued for the Project:

1. Produce any payment applications submitted by Defendants to the Department of Veteran Affairs of the US Government for the Charlie Norwood VAMC Parking Garage project, certificates for payment issued by the Department of Veteran Affairs or US Government for this project, any change orders or claims related to modifications of the contract for this project, a record of retainage or funds still held by the Department of Veteran Affairs of the US Government or otherwise not paid to Defendants related to this project, copies of any contract between Defendant(s) and the US Government or Department of Veteran Affairs, copies of any

subcontract between Defendant(s) and Plaintiff, any correspondence, notes, memos, reports, surveys, photographs, plats, sketches, loan applications, contracts, invoices, canceled checks, closing documents, draft documents, email documents and reference attachments, or other prepared documents in possession of Defendants that relate to the claims, counter-claims or the defense in the case or please produce the Defendants' file(s) whether paper or electronic as kept in the ordinary course of business.

Response: To the extent that these documents exist, are in the possession of Defendants, and are not privileged, they will be made available to Plaintiff at a mutually agreeable time and place for review. In the alternative, Defendants will make these documents available for copying and delivery by a third party copy service acceptable to both parties at Plaintiff's expense. Defendant Restoration Specialists has produced documents (RS 00001 – 01069) which include, in general, the VA contract/change orders/pay requests and subcontracts/change orders/pay requests related to the Project via dropbox on July 6, 2016. Further, Defendant Restoration Specialists produced a current VAMC Parking Garage Contract Log and Augusta VA Overhead via email on June 10, 2016. Concerning the contract documents requested, Defendant Restoration Specialists produced a copy of the contract between Restoration Specialists and the Department of Veteran Affairs for the Project via dropbox on July 6, 2016.

2. Copies of any and all documents identified in response to all interrogatories served on the Defendants.

Response: To the extent that these documents exist, are in the possession of Defendants, and are not privileged, they will be made available to Plaintiff at a mutually agreeable time and place for review. In the alternative, Defendants will make these documents

available for copying and delivery by a third party copy service acceptable to both parties at Plaintiff's expense. Defendant Restoration Specialists has produced documents (RS 00001 – 01069) which include, in general, the VA contract/change orders/pay requests and subcontracts/change orders/pay requests related to the Project via dropbox on July 6, 2016. Further, Defendant Restoration Specialists produced a current VAMC Parking Garage Contract Log and Augusta VA Overhead via email on June 10, 2016. Concerning the contract documents requested, Defendant Restoration Specialists produced a copy of the contract between Restoration Specialists and the Department of Veteran Affairs for the Project via dropbox on July 6, 2016.

3. With regard to any expert witnesses identified in Answers to Interrogatories:

   a. All documents prepared by the expert;

   b. All documents sent to the expert by the Defendants' counsel;

   c. All documents relied upon by the expert;

   d. All documents used, consulted, or reviewed by the expert;

   e. All documents setting forth the compensation agreement between the Defendants and the expert;

   f. All documents used, relied upon, consulted, or reviewed by the expert in answering expert witness interrogatories;

   g. All documents that have been or will be shown to the expert prior to trial testimony; and

   h. All documents, including a current curriculum vitae, used to establish the expert's qualifications for trial purposes.

Response: Defendants have not identified an expert witness at this time. Accordingly, Defendants reserve their rights to respond to this request for production at a later date.

4. Any other documents and/or exhibits intended to be utilized by Defendants at the trial of this case.

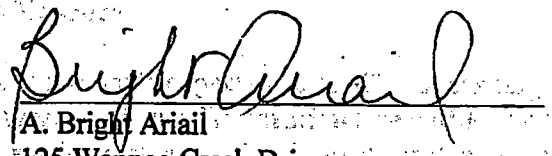
Response: Defendants have not yet identified documents and/or exhibits intended to be used at the trial of this case as discovery is ongoing. Accordingly, Defendants reserve their rights to respond to this request for production at a later date and/or produce documents and/or exhibits as required by the SCRCP.

5. Produce a copy of any written or recorded statements identified by the Defendants in response to Plaintiff's Interrogatories to Defendant.

Response: None.

Defendants Restoration Specialists, LLC, Ruben Mark Ward, and Lynnette Pennington Ward reserve the right to supplement their responses to these requests for production at a later date.

LAW OFFICE OF A. BRIGHT ARIAIL, LLC

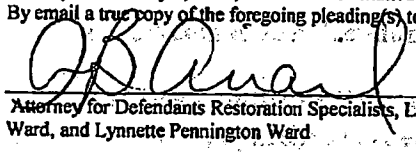


A. Bright Ariail
125 Wappoo Creek Drive
Building E, Suite 202
Charleston, SC 29412

ATTORNEY FOR DEFENDANTS

July 7, 2016
Charleston, SC 29412

CERTIFICATE OF SERVICE
I certify that on July 7, 2016, I caused to be mailed and/or delivered
By email a true copy of the foregoing pleading(s) to each counsel of record.



Attorney for Defendants Restoration Specialists, LLC, Ruben Mark Ward, and Lynnette Pennington Ward

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

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

VIA ARCHITECT: N/A

FROM CONTRACTOR:
Restoration Specialists, LLC
1020-B East Montague Avenue
Charleston, SC 20405

CONTRACT FOR: Charlie Norwood VA Medical Center Parking Garage

APPLICATION NO:

PERIOD TO: **January 31, 2015**

PROJECT NOS:

CONTRACT DATE

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

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		$ 2,138,417.52
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 8,138,277.52
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 3,130,980.34
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)		$ 3,130,980.34
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ $3,010,980.34
8. CURRENT PAYMENT DUE		$ **120,000.00**
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		$ 5,007,297.18

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$2,138,417.52	
Total approved this Month	$0.00	
TOTALS	$2,138,417.52	$0.00
NET CHANGES by Change Order	$2,138,417.52	

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: **13115**

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 onthe Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: _____

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

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

CONTINUATION SHEET

AIA DOCUMENT G703

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

APPLICATION NO:
APPLICATION DATE: January 31, 2015
PERIOD TO: January 31, 2015
ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	E WORK COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	G % (G ÷ C)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
	General Conditions	$591,297.83	$396,734.40	$25,000.00	$0.00	$421,734.40	71.32%	$169,563.43	$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	$190,000.00	$0.00	$0.00	$190,000.00	95.00%	$10,000.00	$0.00
	Water & Sewer	$99,159.00	$94,159.00	$0.00	$0.00	$94,159.00	94.96%	$5,000.00	$0.00
	Rough Grading	$106,000.00	$47,500.00	$10,000.00	$0.00	$57,500.00	54.25%	$48,500.00	$0.00
	Aggreagate Base	$66,000.00	$10,000.00	$0.00	$0.00	$10,000.00	15.15%	$56,000.00	$0.00
	Concrete Curbing	$31,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$31,000.00	$0.00
	Asphalt Paving	$79,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$79,000.00	$0.00
	Seal Coating	$4,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$4,000.00	$0.00
	Line Striping (Site Parking)	$15,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$15,000.00	$0.00
	Line Striping (Garage Interior)	$16,125.00	$0.00	$0.00	$0.00	$0.00	0.00%	$16,125.00	$0.00
	Chainlink Fence & Gates	$21,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$21,000.00	$0.00
	Sodding	$3,500.00	$0.00	$0.00	$0.00	$0.00	0.00%	$3,500.00	$0.00
	Auger Cast Piles	$493,500.00	$469,500.00	$0.00	$0.00	$469,500.00	95.14%	$24,000.00	$0.00
	Pile Caps & Grade Beams	$345,500.00	$0.00	$75,000.00	$0.00	$75,000.00	21.71%	$270,500.00	$0.00
	4" Slab on Grade / Topping Slabs	$401,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$401,000.00	$0.00
	Concrete Sidewalks	$35,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$35,000.00	$0.00
	Precast Material & Erection	$2,277,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$2,277,000.00	$0.00
	Masonry	$19,189.00	$0.00	$0.00	$0.00	$0.00	0.00%	$19,189.00	$0.00
	Handrails, Pipe Bollards, Miscellaneous Steel	$106,416.00	$0.00	$0.00	$0.00	$0.00	0.00%	$106,416.00	$0.00
	Below Grade Waterproofing	$36,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$36,000.00	$0.00
	Joint Sealants (S.O.G.)	$7,500.00	$0.00	$0.00	$0.00	$0.00	0.00%	$7,500.00	$0.00
	Joint Sealants (Precast & Vertical Joints)	$80,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$80,000.00	$0.00
	Roofing at Stair Towers & Bridge	$19,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$19,000.00	$0.00
	HM Doors / Frames / Hardware	$15,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$15,000.00	$0.00
	Aluminum Storefront Frames & Glass	$32,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$32,000.00	$0.00
	Louvers	$1,600.00	$0.00	$0.00	$0.00	$0.00	0.00%	$1,600.00	$0.00
	Acoustical Ceilings (Security Office)	$2,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$2,000.00	$0.00
	Louvers	$2,305.00	$0.00	$0.00	$0.00	$0.00	0.00%	$2,305.00	$0.00
	Painting	$15,980.00	$0.00	$0.00	$0.00	$0.00	0.00%	$15,980.00	$0.00

CONTINUATION SHEET

AIA DOCUMENT G703

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

APPLICATION NO:
APPLICATION DATE: January 31, 2015
PERIOD TO: January 31, 2015
ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	E WORK COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	G % (G ÷ C)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
	Signage	$81,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$81,000.00	$0.00
	Fire Extinguishers	$2,541.00	$0.00	$0.00	$0.00	$0.00	0.00%	$2,541.00	$0.00
	Prefabricated Canopies	$132,951.00	$0.00	$0.00	$0.00	$0.00	0.00%	$132,951.00	$0.00
	Parking Control Equipment	$14,748.00	$0.00	$0.00	$0.00	$0.00	0.00%	$14,748.00	$0.00
	Wheel Stops	$5,350.00	$0.00	$0.00	$0.00	$0.00	0.00%	$5,350.00	$0.00
	Elevators	$255,310.00	$0.00	$0.00	$0.00	$0.00	0.00%	$255,310.00	$0.00
	Deck Storm Drainage	$229,179.00	$0.00	$0.00	$0.00	$0.00	0.00%	$229,179.00	$0.00
	HVAC (Security Office & Elevator Equipment Room)	$11,402.00	$0.00	$0.00	$0.00	$0.00	0.00%	$11,402.00	$0.00
	Electrical / Security / Parking Management	$414,842.00	$15,000.00	$0.00	$0.00	$15,000.00	3.62%	$399,842.00	$0.00
	MOD # 1 - Temporary Parking Lot	$670,968.44	$660,968.44	$0.00	$0.00	$660,968.44	98.51%	$10,000.00	$0.00
	MOD # 2 - Design Cost Increases (Disbursed into Schedule of Value	$0.00	$0.00	$0.00	$0.00	$0.00	0.00%	$0.00	$0.00
	MOD # 3 - Design Cost Increases (Disbursed into Schedule of Value	$0.00	$0.00	$0.00	$0.00	$0.00	0.00%	$0.00	$0.00
	MOD # 4 - Tempoary 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	$6,242.00	$10,000.00	$0.00	$16,242.00	20.81%	$61,795.75	$0.00
	GRAND TOTALS	$8,138,277.52	$3,010,980.34	$120,000.00	$0.00	$3,130,980.34	38.47%	$5,007,297.18	$0.00

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THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006-5232

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

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

FROM CONTRACTOR:
Restoration Specialists, LLC
1042-A East Montague Avenue
Charleston, SC 20405

VIA ARCHITECT: N/A

CONTRACT FOR: Charlie Norwood VA Medical Center Parking Garage

APPLICATION NO:

PERIOD TO: **February 28, 2015**

PROJECT NOS:

CONTRACT DATE

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

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		$ 2,158,960.02
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 8,158,820.02
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 4,848,693.84
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)		$ 4,848,693.84
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ $3,130,980.34
8. CURRENT PAYMENT DUE		$ 1,717,713.50
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		$ 3,310,126.18

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$2,138,417.52	
Total approved this Month	$20,542.50	
TOTALS	$2,158,960.02	
NET CHANGES by Change Order	$2,158,960.02	

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: **2/28/2015**

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 onthe Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: _____

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

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.

CONTINUATION SHEET

AIA DOCUMENT G703

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

APPLICATION NO:
APPLICATION DATE: February 28, 2015
PERIOD TO: February 28, 2015
ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	E WORK COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	G % (G ÷ C)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
	General Conditions	$591,297.83	$421,734.40	$25,000.00	$0.00	$446,734.40	75.55%	$144,563.43	$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	$190,000.00	$0.00	$0.00	$190,000.00	95.00%	$10,000.00	$0.00
	Water & Sewer	$99,159.00	$94,159.00	$0.00	$0.00	$94,159.00	94.96%	$5,000.00	$0.00
	Rough Grading	$106,000.00	$57,500.00	$0.00	$0.00	$57,500.00	54.25%	$48,500.00	$0.00
	Aggreagate Base	$66,000.00	$10,000.00	$0.00	$0.00	$10,000.00	15.15%	$56,000.00	$0.00
	Concrete Curbing	$31,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$31,000.00	$0.00
	Asphalt Paving	$79,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$79,000.00	$0.00
	Seal Coating	$4,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$4,000.00	$0.00
	Line Striping (Site Parking)	$15,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$15,000.00	$0.00
	Line Striping (Garage Interior)	$16,125.00	$0.00	$0.00	$0.00	$0.00	0.00%	$16,125.00	$0.00
	Chainlink Fence & Gates	$21,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$21,000.00	$0.00
	Sodding	$3,500.00	$0.00	$0.00	$0.00	$0.00	0.00%	$3,500.00	$0.00
	Auger Cast Piles	$493,500.00	$469,500.00	$24,000.00	$0.00	$493,500.00	100.00%	$0.00	$0.00
	Pile Caps & Grade Beams	$345,500.00	$75,000.00	$170,000.00	$0.00	$245,000.00	70.91%	$100,500.00	$0.00
	4" Slab on Grade / Topping Slabs	$401,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$401,000.00	$0.00
	Concrete Sidewalks	$35,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$35,000.00	$0.00
	Precast Material & Erection	$2,277,000.00	$0.00	$0.00	$1,363,171.00	$1,363,171.00	59.87%	$913,829.00	$0.00
	Masonry	$19,189.00	$0.00	$0.00	$0.00	$0.00	0.00%	$19,189.00	$0.00
	Handrails, Pipe Bollards, Miscellaneous Steel	$106,416.00	$0.00	$0.00	$0.00	$0.00	0.00%	$106,416.00	$0.00
	Below Grade Waterproofing	$36,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$36,000.00	$0.00
	Joint Sealants (S.O.G.)	$7,500.00	$0.00	$0.00	$0.00	$0.00	0.00%	$7,500.00	$0.00
	Joint Sealants (Precast & Vertical Joints)	$80,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$80,000.00	$0.00
	Roofing at Stair Towers & Bridge	$19,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$19,000.00	$0.00
	HM Doors / Frames / Hardware	$15,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$15,000.00	$0.00
	Aluminum Storefront Frames & Glass	$32,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$32,000.00	$0.00
	Louvers	$1,600.00	$0.00	$0.00	$0.00	$0.00	0.00%	$1,600.00	$0.00
	Acoustical Ceilings (Security Office)	$2,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$2,000.00	$0.00
	Louvers	$2,305.00	$0.00	$0.00	$0.00	$0.00	0.00%	$2,305.00	$0.00
	Painting	$15,980.00	$0.00	$0.00	$0.00	$0.00	0.00%	$15,980.00	$0.00

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CONTINUATION SHEET

AIA DOCUMENT G703

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

APPLICATION NO:
APPLICATION DATE: February 28, 2015
PERIOD TO: February 28, 2015
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
	Signage	$81,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$81,000.00	$0.00
	Fire Extinguishers	$2,541.00	$0.00	$0.00	$0.00	$0.00	0.00%	$2,541.00	$0.00
	Prefabricated Canopies	$132,951.00	$0.00	$0.00	$0.00	$0.00	0.00%	$132,951.00	$0.00
	Parking Control Equipment	$14,748.00	$0.00	$0.00	$0.00	$0.00	0.00%	$14,748.00	$0.00
	Wheel Stops	$5,350.00	$0.00	$0.00	$0.00	$0.00	0.00%	$5,350.00	$0.00
	Elevators	$255,310.00	$0.00	$0.00	$0.00	$0.00	0.00%	$255,310.00	$0.00
	Deck Storm Drainage	$229,179.00	$0.00	$115,000.00	$0.00	$115,000.00	50.18%	$114,179.00	$0.00
	HVAC (Security Office & Elevator Equipment Room)	$11,402.00	$0.00	$0.00	$0.00	$0.00	0.00%	$11,402.00	$0.00
	Electrical / Security / Parking Management	$414,842.00	$15,000.00	$0.00	$0.00	$15,000.00	3.62%	$399,842.00	$0.00
	MOD # 1 - Temporary Parking Lot	$670,968.44	$660,968.44	$0.00	$0.00	$660,968.44	98.51%	$10,000.00	$0.00
	MOD # 2 - Design Cost Increases (Disbursed into Schedule of Value	$0.00	$0.00	$0.00	$0.00	$0.00	0.00%	$0.00	$0.00
	MOD # 3 - Design Cost Increases (Disbursed into Schedule of Value	$0.00	$0.00	$0.00	$0.00	$0.00	0.00%	$0.00	$0.00
	MOD # 4 - Tempoary 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	$16,242.00	$0.00	$0.00	$16,242.00	20.81%	$61,795.75	$0.00
	MOD # 6 - Gas Line Relocation	$20,542.50	$0.00	$20,542.50	$0.00	$20,542.50	100.00%	$0.00	$0.00
	GRAND TOTALS	$8,158,820.02	$3,130,980.34	$354,542.50	$1,363,171.00	$4,848,693.84	59.43%	$3,310,126.18	$0.00

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

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

FROM CONTRACTOR:
Restoration Specialists, LLC
1042-A East Montague Avenue
Charleston, SC 20405

VIA ARCHITECT: N/A

CONTRACT FOR: Charlie Norwood VA Medical Center Parking Garage

APPLICATION NO:

PERIOD TO: March 31, 2015

PROJECT NOS:

CONTRACT DATE

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

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		$ 2,158,960.02
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 8,158,820.02
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 5,152,267.89
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)		$ 5,152,267.89
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ $4,845,693.54
8. CURRENT PAYMENT DUE		$ 306,574.35
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		$ 3,006,552.13

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$2,138,417.52	
Total approved this Month	$20,542.50	
TOTALS	$2,158,960.02	
NET CHANGES by Change Order	$2,158,960.02	

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: 3/31/2015

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 onthe Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: _____

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

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

CONTINUATION SHEET

AIA DOCUMENT G703

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

APPLICATION NO:
APPLICATION DATE: March 31, 2015
PERIOD TO: March 31, 2015
ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	E WORK COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	G % (G ÷ C)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
	General Conditions	$591,297.83	$443,734.40	$25,000.00	$0.00	$468,734.40	79.27%	$122,563.43	$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	$190,000.00	$0.00	$0.00	$190,000.00	95.00%	$10,000.00	$0.00
	Water & Sewer	$99,159.00	$94,159.00	$0.00	$0.00	$94,159.00	94.96%	$5,000.00	$0.00
	Rough Grading	$106,000.00	$57,500.00	$0.00	$0.00	$57,500.00	54.25%	$48,500.00	$0.00
	Aggreagate Base	$66,000.00	$10,000.00	$0.00	$0.00	$10,000.00	15.15%	$56,000.00	$0.00
	Concrete Curbing	$31,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$31,000.00	$0.00
	Asphalt Paving	$79,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$79,000.00	$0.00
	Seal Coating	$4,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$4,000.00	$0.00
	Line Striping (Site Parking)	$15,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$15,000.00	$0.00
	Line Striping (Garage Interior)	$16,125.00	$0.00	$0.00	$0.00	$0.00	0.00%	$16,125.00	$0.00
	Chainlink Fence & Gates	$21,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$21,000.00	$0.00
	Sodding	$3,500.00	$0.00	$0.00	$0.00	$0.00	0.00%	$3,500.00	$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	$245,000.00	$100,500.00	$0.00	$345,500.00	100.00%	$0.00	$0.00
	4" Slab on Grade / Topping Slabs	$401,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$401,000.00	$0.00
	Concrete Sidewalks	$35,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$35,000.00	$0.00
	Precast Material & Erection	$2,277,000.00	$1,363,171.00	$127,074.35	$0.00	$1,490,245.35	65.45%	$786,754.65	$0.00
	Masonry	$19,189.00	$0.00	$0.00	$0.00	$0.00	0.00%	$19,189.00	$0.00
	Handrails, Pipe Bollards, Miscellaneous Steel	$106,416.00	$0.00	$0.00	$0.00	$0.00	0.00%	$106,416.00	$0.00
	Below Grade Waterproofing	$36,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$36,000.00	$0.00
	Joint Sealants (S.O.G.)	$7,500.00	$0.00	$0.00	$0.00	$0.00	0.00%	$7,500.00	$0.00
	Joint Sealants (Precast & Vertical Joints)	$80,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$80,000.00	$0.00
	Roofing at Stair Towers & Bridge	$19,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$19,000.00	$0.00
	HM Doors / Frames / Hardware	$15,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$15,000.00	$0.00
	Aluminum Storefront Frames & Glass	$32,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$32,000.00	$0.00
	Louvers	$1,600.00	$0.00	$0.00	$0.00	$0.00	0.00%	$1,600.00	$0.00
	Acoustical Ceilings (Security Office)	$2,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$2,000.00	$0.00
	Louvers	$2,305.00	$0.00	$0.00	$0.00	$0.00	0.00%	$2,305.00	$0.00
	Painting	$15,980.00	$0.00	$0.00	$0.00	$0.00	0.00%	$15,980.00	$0.00

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CONTINUATION SHEET

AIA DOCUMENT G703

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

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

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

APPLICATION NO:
APPLICATION DATE: March 31, 2015
PERIOD TO: March 31, 2015
ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	E WORK COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	G % (G ÷ C)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
	Signage	$81,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$81,000.00	$0.00
	Fire Extinguishers	$2,541.00	$0.00	$0.00	$0.00	$0.00	0.00%	$2,541.00	$0.00
	Prefabricated Canopies	$132,951.00	$0.00	$0.00	$0.00	$0.00	0.00%	$132,951.00	$0.00
	Parking Control Equipment	$14,748.00	$0.00	$0.00	$0.00	$0.00	0.00%	$14,748.00	$0.00
	Wheel Stops	$5,350.00	$0.00	$0.00	$0.00	$0.00	0.00%	$5,350.00	$0.00
	Elevators	$255,310.00	$0.00	$0.00	$0.00	$0.00	0.00%	$255,310.00	$0.00
	Deck Storm Drainage	$229,179.00	$115,000.00	$35,000.00	$0.00	$150,000.00	65.45%	$79,179.00	$0.00
	HVAC (Security Office & Elevator Equipment Room)	$11,402.00	$0.00	$0.00	$0.00	$0.00	0.00%	$11,402.00	$0.00
	Electrical / Security / Parking Management	$414,842.00	$15,000.00	$0.00	$0.00	$15,000.00	3.62%	$399,842.00	$0.00
	MOD # 1 - Temporary Parking Lot	$670,968.44	$660,968.44	$0.00	$0.00	$660,968.44	98.51%	$10,000.00	$0.00
	MOD # 2 - Design Cost Increases (Disbursed into Schedule of Value	$0.00	$0.00	$0.00	$0.00	$0.00	0.00%	$0.00	$0.00
	MOD # 3 - Design Cost Increases (Disbursed into Schedule of Value	$0.00	$0.00	$0.00	$0.00	$0.00	0.00%	$0.00	$0.00
	MOD # 4 - Tempoary 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	$16,242.00	$19,000.00	$0.00	$35,242.00	45.16%	$42,795.75	$0.00
	MOD # 6 - Gas Line Relocation	$20,542.50	$20,542.20	$0.00	$0.00	$20,542.20	100.00%	$0.30	$0.00
	GRAND TOTALS	$8,158,820.02	$4,845,693.54	$306,574.35	$0.00	$5,152,267.89	63.15%	$3,006,552.13	$0.00

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APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

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

FROM CONTRACTOR:
Restoration Specialists, LLC
1042-A East Montague Avenue
Charleston, SC 20405

VIA ARCHITECT: N/A

CONTRACT FOR: Charlie Norwood VA Medical Center Parking Garage

APPLICATION NO:

PERIOD TO: **April 30, 2015**

PROJECT NOS:

CONTRACT DATE

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

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		$ 2,158,960.02
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 8,158,820.02
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 6,107,672.13
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)		$ 6,107,672.13
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ $5,187,267.49
8. CURRENT PAYMENT DUE		$ **920,404.64**
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		$ 2,051,147.89

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$2,138,417.52	
Total approved this Month	$20,542.50	
TOTALS	$2,158,960.02	
NET CHANGES by Change Order	$2,158,960.02	

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: **4/30/2015**

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 onthe Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: _____

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

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CONTINUATION SHEET

AIA DOCUMENT G703

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

APPLICATION NO:
APPLICATION DATE: April 30, 2015
PERIOD TO: April 30, 2015
ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	E WORK COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	G % (G ÷ C)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
	General Conditions	$591,297.83	$468,734.00	$25,000.00	$0.00	$493,734.00	83.50%	$97,563.83	$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	$190,000.00	$0.00	$0.00	$190,000.00	95.00%	$10,000.00	$0.00
	Water & Sewer	$99,159.00	$94,159.00	$0.00	$0.00	$94,159.00	94.96%	$5,000.00	$0.00
	Rough Grading	$106,000.00	$57,500.00	$0.00	$0.00	$57,500.00	54.25%	$48,500.00	$0.00
	Aggreagate Base	$66,000.00	$10,000.00	$0.00	$0.00	$10,000.00	15.15%	$56,000.00	$0.00
	Concrete Curbing	$31,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$31,000.00	$0.00
	Asphalt Paving	$79,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$79,000.00	$0.00
	Seal Coating	$4,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$4,000.00	$0.00
	Line Striping (Site Parking)	$15,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$15,000.00	$0.00
	Line Striping (Garage Interior)	$16,125.00	$0.00	$0.00	$0.00	$0.00	0.00%	$16,125.00	$0.00
	Chainlink Fence & Gates	$21,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$21,000.00	$0.00
	Sodding	$3,500.00	$0.00	$0.00	$0.00	$0.00	0.00%	$3,500.00	$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	$0.00	$40,000.00	$0.00	$40,000.00	9.98%	$361,000.00	$0.00
	Concrete Sidewalks	$35,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$35,000.00	$0.00
	Precast Material & Erection	$2,277,000.00	$1,490,245.35	$672,904.64	$0.00	$2,163,149.99	95.00%	$113,850.01	$0.00
	Masonry	$19,189.00	$0.00	$10,000.00	$0.00	$10,000.00	52.11%	$9,189.00	$0.00
	Handrails, Pipe Bollards, Miscellaneous Steel	$106,416.00	$0.00	$65,000.00	$0.00	$65,000.00	61.08%	$41,416.00	$0.00
	Below Grade Waterproofing	$36,000.00	$0.00	$30,000.00	$0.00	$30,000.00	83.33%	$6,000.00	$0.00
	Joint Sealants (S.O.G.)	$7,500.00	$0.00	$0.00	$0.00	$0.00	0.00%	$7,500.00	$0.00
	Joint Sealants (Precast & Vertical Joints)	$80,000.00	$0.00	$10,000.00	$0.00	$10,000.00	12.50%	$70,000.00	$0.00
	Roofing at Stair Towers & Bridge	$19,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$19,000.00	$0.00
	HM Doors / Frames / Hardware	$15,000.00	$0.00	$2,500.00	$0.00	$2,500.00	16.67%	$12,500.00	$0.00
	Aluminum Storefront Frames & Glass	$32,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$32,000.00	$0.00
	Louvers	$1,600.00	$0.00	$0.00	$0.00	$0.00	0.00%	$1,600.00	$0.00
	Acoustical Ceilings (Security Office)	$2,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$2,000.00	$0.00
	Louvers	$2,305.00	$0.00	$0.00	$0.00	$0.00	0.00%	$2,305.00	$0.00
	Painting	$15,980.00	$0.00	$0.00	$0.00	$0.00	0.00%	$15,980.00	$0.00

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CONTINUATION SHEET

AIA DOCUMENT G703

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

APPLICATION NO:
APPLICATION DATE: April 30, 2015
PERIOD TO: April 30, 2015
ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	E WORK COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	G % (G ÷ C)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
	Signage	$81,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$81,000.00	$0.00
	Fire Extinguishers	$2,541.00	$0.00	$0.00	$0.00	$0.00	0.00%	$2,541.00	$0.00
	Prefabricated Canopies	$132,951.00	$0.00	$0.00	$0.00	$0.00	0.00%	$132,951.00	$0.00
	Parking Control Equipment	$14,748.00	$0.00	$0.00	$0.00	$0.00	0.00%	$14,748.00	$0.00
	Wheel Stops	$5,350.00	$0.00	$0.00	$0.00	$0.00	0.00%	$5,350.00	$0.00
	Elevators	$255,310.00	$0.00	$0.00	$0.00	$0.00	0.00%	$255,310.00	$0.00
	Deck Storm Drainage	$229,179.00	$185,000.00	$10,000.00	$0.00	$195,000.00	85.09%	$34,179.00	$0.00
	HVAC (Security Office & Elevator Equipment Room)	$11,402.00	$0.00	$0.00	$0.00	$0.00	0.00%	$11,402.00	$0.00
	Electrical / Security / Parking Management	$414,842.00	$15,000.00	$50,000.00	$0.00	$65,000.00	15.67%	$349,842.00	$0.00
	MOD # 1 - Temporary Parking Lot	$670,968.44	$660,968.44	$0.00	$0.00	$660,968.44	98.51%	$10,000.00	$0.00
	MOD # 2 - Design Cost Increases (Disbursed into Schedule of Value	$0.00	$0.00	$0.00	$0.00	$0.00	0.00%	$0.00	$0.00
	MOD # 3 - Design Cost Increases (Disbursed into Schedule of Value	$0.00	$0.00	$0.00	$0.00	$0.00	0.00%	$0.00	$0.00
	MOD # 4 - Tempoary 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	$35,242.00	$5,000.00	$0.00	$40,242.00	51.57%	$37,795.75	$0.00
	MOD # 6 - Gas Line Relocation	$20,542.50	$20,542.20	$0.00	$0.00	$20,542.20	100.00%	$0.30	$0.00
	GRAND TOTALS	$8,158,820.02	$5,187,267.49	$920,404.64	$0.00	$6,107,672.13	74.86%	$2,051,147.89	$0.00

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

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

VIA ARCHITECT: N/A

FROM CONTRACTOR:
Restoration Specialists, LLC
1042-A East Montague Avenue
Charleston, SC 20405

CONTRACT FOR: Charlie Norwood VA Medical Center Parking Garage

APPLICATION NO:

PERIOD TO: May 31, 2015

PROJECT NOS:

CONTRACT DATE

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

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		$ 2,158,960.02
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 8,158,820.02
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 6,512,172.13
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)		$ 6,512,172.13
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ $6,107,672.13
8. CURRENT PAYMENT DUE		$ **404,500.00**
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		$ 1,646,647.89

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$2,158,960.02	
Total approved this Month	$0.00	
TOTALS	$2,158,960.02	
NET CHANGES by Change Order	$2,158,960.02	

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: **5/31/2015**

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 onthe Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: _____

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

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

CONTINUATION SHEET

AIA DOCUMENT G703

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

APPLICATION NO:
APPLICATION DATE: May 31, 2015
PERIOD TO: May 31, 2015
ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	E WORK COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	G % (G ÷ C)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
	General Conditions	$591,297.83	$493,734.00	$25,000.00	$0.00	$518,734.00	87.73%	$72,563.83	$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	$190,000.00	$0.00	$0.00	$190,000.00	95.00%	$10,000.00	$0.00
	Water & Sewer	$99,159.00	$94,159.00	$0.00	$0.00	$94,159.00	94.96%	$5,000.00	$0.00
	Rough Grading	$106,000.00	$57,500.00	$25,000.00	$0.00	$82,500.00	77.83%	$23,500.00	$0.00
	Aggreagate Base	$66,000.00	$10,000.00	$0.00	$0.00	$10,000.00	15.15%	$56,000.00	$0.00
	Concrete Curbing	$31,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$31,000.00	$0.00
	Asphalt Paving	$79,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$79,000.00	$0.00
	Seal Coating	$4,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$4,000.00	$0.00
	Line Striping (Site Parking)	$15,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$15,000.00	$0.00
	Line Striping (Garage Interior)	$16,125.00	$0.00	$0.00	$0.00	$0.00	0.00%	$16,125.00	$0.00
	Chainlink Fence & Gates	$21,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$21,000.00	$0.00
	Sodding	$3,500.00	$0.00	$0.00	$0.00	$0.00	0.00%	$3,500.00	$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	$40,000.00	$150,000.00	$0.00	$190,000.00	47.38%	$211,000.00	$0.00
	Concrete Sidewalks	$35,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$35,000.00	$0.00
	Precast Material & Erection	$2,277,000.00	$2,163,149.99	$92,000.00	$0.00	$2,255,149.99	99.04%	$21,850.01	$0.00
	Masonry	$19,189.00	$10,000.00	$7,500.00	$0.00	$17,500.00	91.20%	$1,689.00	$0.00
	Handrails, Pipe Bollards, Miscellaneous Steel	$106,416.00	$65,000.00	$15,000.00	$0.00	$80,000.00	75.18%	$26,416.00	$0.00
	Below Grade Waterproofing	$36,000.00	$30,000.00	$6,000.00	$0.00	$36,000.00	100.00%	$0.00	$0.00
	Joint Sealants (S.O.G.)	$7,500.00	$0.00	$0.00	$0.00	$0.00	0.00%	$7,500.00	$0.00
	Joint Sealants (Precast & Vertical Joints)	$80,000.00	$10,000.00	$0.00	$0.00	$10,000.00	12.50%	$70,000.00	$0.00
	Roofing at Stair Towers	$19,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$19,000.00	$0.00
	HM Doors / Frames / Hardware	$15,000.00	$2,500.00	$0.00	$0.00	$2,500.00	16.67%	$12,500.00	$0.00
	Aluminum Storefront Frames & Glass	$32,000.00	$0.00	$19,000.00	$0.00	$19,000.00	59.38%	$13,000.00	$0.00
	Louvers	$1,600.00	$0.00	$0.00	$0.00	$0.00	0.00%	$1,600.00	$0.00
	Acoustical Ceilings (Security Office)	$2,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$2,000.00	$0.00
	Louvers	$2,305.00	$0.00	$0.00	$0.00	$0.00	0.00%	$2,305.00	$0.00
	Painting	$15,980.00	$0.00	$5,000.00	$0.00	$5,000.00	31.29%	$10,980.00	$0.00

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CONTINUATION SHEET

AIA DOCUMENT G703

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

APPLICATION NO:
APPLICATION DATE: May 31, 2015
PERIOD TO: May 31, 2015
ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATION (D+E)	E WORK COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	G % (G÷C)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
	Signage	$81,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$81,000.00	$0.00
	Fire Extinguishers	$2,541.00	$0.00	$0.00	$0.00	$0.00	0.00%	$2,541.00	$0.00
	Prefabricated Canopies	$132,951.00	$0.00	$0.00	$0.00	$0.00	0.00%	$132,951.00	$0.00
	Parking Control Equipment	$14,748.00	$0.00	$0.00	$0.00	$0.00	0.00%	$14,748.00	$0.00
	Wheel Stops	$5,350.00	$0.00	$0.00	$0.00	$0.00	0.00%	$5,350.00	$0.00
	Elevators	$255,310.00	$0.00	$0.00	$0.00	$0.00	0.00%	$255,310.00	$0.00
	Deck Storm Drainage	$229,179.00	$195,000.00	$15,000.00	$0.00	$210,000.00	91.63%	$19,179.00	$0.00
	HVAC (Security Office & Elevator Equipment Room)	$11,402.00	$0.00	$0.00	$0.00	$0.00	0.00%	$11,402.00	$0.00
	Electrical / Security / Parking Management	$414,842.00	$65,000.00	$40,000.00	$0.00	$105,000.00	25.31%	$309,842.00	$0.00
	MOD # 1 - Temporary Parking Lot	$670,968.44	$660,968.44	$0.00	$0.00	$660,968.44	98.51%	$10,000.00	$0.00
	MOD # 2 - Design Cost Increases (Disbursed into Schedule of Value	$0.00	$0.00	$0.00	$0.00	$0.00	0.00%	$0.00	$0.00
	MOD # 3 - Design Cost Increases (Disbursed into Schedule of Value	$0.00	$0.00	$0.00	$0.00	$0.00	0.00%	$0.00	$0.00
	MOD # 4 - Tempoary 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	$40,242.00	$5,000.00	$0.00	$45,242.00	57.97%	$32,795.75	$0.00
	MOD # 6 - Gas Line Relocation	$20,542.50	$20,542.20	$0.00	$0.00	$20,542.20	100.00%	$0.30	$0.00
	GRAND TOTALS	$8,158,820.02	$6,107,672.13	$404,500.00	$0.00	$6,512,172.13	79.82%	$1,646,647.89	$0.00

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APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

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

FROM CONTRACTOR:
Restoration Specialists, LLC
1042-A East Montague Avenue
Charleston, SC 20405

VIA ARCHITECT: N/A

CONTRACT FOR: Charlie Norwood VA Medical Center Parking Garage

APPLICATION NO:

PERIOD TO: **June 30, 2015**

PROJECT NOS:

CONTRACT DATE

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

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		$ 2,158,960.02
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 8,158,820.02
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 7,149,817.13
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)		$ 7,149,817.13
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ $6,512,172.13
8. CURRENT PAYMENT DUE		$ **637,645.00**
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		$ 1,009,002.89

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$2,158,960.02	
Total approved this Month	$0.00	
TOTALS	$2,158,960.02	
NET CHANGES by Change Order	$2,158,960.02	

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: **6/30/2015**

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 onthe Continuation Sheet that are changed to conform with the amount certified.)
ARCHITECT:

By: _____ Date: _____

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

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

CONTINUATION SHEET

AIA DOCUMENT G703

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

APPLICATION NO:
APPLICATION DATE: June 30, 2015
PERIOD TO: June 30, 2015
ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	E WORK COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	G % (G ÷ C)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
	General Conditions	$591,297.83	$518,734.00	$25,000.00	$0.00	$543,734.00	91.96%	$47,563.83	$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	$190,000.00	$10,000.00	$0.00	$200,000.00	100.00%	$0.00	$0.00
	Water & Sewer	$99,159.00	$94,159.00	$5,000.00	$0.00	$99,159.00	100.00%	$0.00	$0.00
	Rough Grading	$106,000.00	$82,500.00	$13,000.00	$0.00	$95,500.00	90.09%	$10,500.00	$0.00
	Aggreagate Base	$66,000.00	$10,000.00	$49,500.00	$0.00	$59,500.00	90.15%	$6,500.00	$0.00
	Concrete Curbing	$31,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$31,000.00	$0.00
	Asphalt Paving	$79,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$79,000.00	$0.00
	Seal Coating	$4,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$4,000.00	$0.00
	Line Striping (Site Parking)	$15,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$15,000.00	$0.00
	Line Striping (Garage Interior)	$16,125.00	$0.00	$0.00	$0.00	$0.00	0.00%	$16,125.00	$0.00
	Chainlink Fence & Gates	$21,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$21,000.00	$0.00
	Sodding	$3,500.00	$0.00	$0.00	$0.00	$0.00	0.00%	$3,500.00	$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	$190,000.00	$211,000.00	$0.00	$401,000.00	100.00%	$0.00	$0.00
	Concrete Sidewalks	$35,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$35,000.00	$0.00
	Precast Material & Erection	$2,277,000.00	$2,255,149.99	$0.00	$0.00	$2,255,149.99	99.04%	$21,850.01	$0.00
	Masonry	$19,189.00	$17,500.00	$0.00	$0.00	$17,500.00	91.20%	$1,689.00	$0.00
	Handrails, Pipe Bollards, Miscellaneous Steel	$106,416.00	$80,000.00	$24,516.00	$0.00	$104,516.00	98.21%	$1,900.00	$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	$0.00	$0.00	$0.00	$0.00	0.00%	$7,500.00	$0.00
	Joint Sealants (Precast & Vertical Joints)	$80,000.00	$10,000.00	$62,000.00	$0.00	$72,000.00	90.00%	$8,000.00	$0.00
	Roofing at Stair Towers	$19,000.00	$0.00	$18,000.00	$0.00	$18,000.00	94.74%	$1,000.00	$0.00
	HM Doors / Frames / Hardware	$15,000.00	$2,500.00	$8,500.00	$0.00	$11,000.00	73.33%	$4,000.00	$0.00
	Aluminum Storefront Frames & Glass	$32,000.00	$19,000.00	$10,000.00	$0.00	$29,000.00	90.63%	$3,000.00	$0.00
	Louvers	$1,600.00	$0.00	$0.00	$0.00	$0.00	0.00%	$1,600.00	$0.00
	Acoustical Ceilings (Security Office)	$2,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$2,000.00	$0.00
	Louvers	$2,305.00	$0.00	$0.00	$0.00	$0.00	0.00%	$2,305.00	$0.00
	Painting	$15,980.00	$5,000.00	$3,000.00	$0.00	$8,000.00	50.06%	$7,980.00	$0.00

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CONTINUATION SHEET

AIA DOCUMENT G703

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

APPLICATION NO:
APPLICATION DATE: June 30, 2015
PERIOD TO: June 30, 2015
ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	E WORK COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	G % (G ÷ C)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
	Signage	$81,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$81,000.00	$0.00
	Fire Extinguishers	$2,541.00	$0.00	$1,750.00	$0.00	$1,750.00	68.87%	$791.00	$0.00
	Prefabricated Canopies	$132,951.00	$0.00	$13,200.00	$0.00	$13,200.00	9.93%	$119,751.00	$0.00
	Parking Control Equipment	$14,748.00	$0.00	$0.00	$0.00	$0.00	0.00%	$14,748.00	$0.00
	Wheel Stops	$5,350.00	$0.00	$0.00	$0.00	$0.00	0.00%	$5,350.00	$0.00
	Elevators	$255,310.00	$0.00	$51,000.00	$0.00	$51,000.00	19.98%	$204,310.00	$0.00
	Deck Storm Drainage	$229,179.00	$210,000.00	$19,179.00	$0.00	$229,179.00	100.00%	$0.00	$0.00
	HVAC (Security Office & Elevator Equipment Room)	$11,402.00	$0.00	$0.00	$0.00	$0.00	0.00%	$11,402.00	$0.00
	Electrical / Security / Parking Management	$414,842.00	$105,000.00	$100,000.00	$0.00	$205,000.00	49.42%	$209,842.00	$0.00
	MOD # 1 - Temporary Parking Lot	$670,968.44	$660,968.44	$0.00	$0.00	$660,968.44	98.51%	$10,000.00	$0.00
	MOD # 2 - Design Cost Increases (Disbursed into Schedule of Value	$0.00	$0.00	$0.00	$0.00	$0.00	0.00%	$0.00	$0.00
	MOD # 3 - Design Cost Increases (Disbursed into Schedule of Value	$0.00	$0.00	$0.00	$0.00	$0.00	0.00%	$0.00	$0.00
	MOD # 4 - Tempoary 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	$45,242.00	$13,000.00	$0.00	$58,242.00	74.63%	$19,795.75	$0.00
	MOD # 6 - Gas Line Relocation	$20,542.50	$20,542.20	$0.00	$0.00	$20,542.20	100.00%	$0.30	$0.00
	GRAND TOTALS	$8,158,820.02	$6,512,172.13	$637,645.00	$0.00	$7,149,817.13	87.63%	$1,009,002.89	$0.00

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

FROM CONTRACTOR:
Restoration Specialists, LLC
1042-A East Montague Avenue
Charleston, SC 20405

VIA ARCHITECT: N/A

CONTRACT FOR: Charlie Norwood VA Medical Center Parking Garage

APPLICATION NO:

PERIOD TO: July 31, 2015

PROJECT NOS:

CONTRACT DATE

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

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		$ 2,158,960.02
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 8,158,820.02
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 7,567,642.13
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)		$ 7,567,642.13
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ $7,149,817.13
8. CURRENT PAYMENT DUE		$ **417,825.00**
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		$ 591,177.89

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$2,158,960.02	
Total approved this Month	$0.00	
TOTALS	$2,158,960.02	
NET CHANGES by Change Order	$2,158,960.02	

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: **7/31/2015**

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 onthe Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: _____

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

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CONTINUATION SHEET

AIA DOCUMENT G703

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APPLICATION NO:
APPLICATION DATE: July 31, 2015
PERIOD TO: July 31, 2015
ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	E WORK COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	G % (G ÷ C)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
	General Conditions	$591,297.83	$543,734.00	$25,000.00	$0.00	$568,734.00	96.18%	$22,563.83	$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	$95,500.00	$10,500.00	$0.00	$106,000.00	100.00%	$0.00	$0.00
	Aggreagate Base	$66,000.00	$59,500.00	$6,500.00	$0.00	$66,000.00	100.00%	$0.00	$0.00
	Concrete Curbing	$31,000.00	$0.00	$31,000.00	$0.00	$31,000.00	100.00%	$0.00	$0.00
	Asphalt Paving	$79,000.00	$0.00	$79,000.00	$0.00	$79,000.00	100.00%	$0.00	$0.00
	Seal Coating	$4,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$4,000.00	$0.00
	Line Striping (Site Parking)	$15,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$15,000.00	$0.00
	Line Striping (Garage Interior)	$16,125.00	$0.00	$16,125.00	$0.00	$16,125.00	100.00%	$0.00	$0.00
	Chainlink Fence & Gates	$21,000.00	$0.00	$21,000.00	$0.00	$21,000.00	100.00%	$0.00	$0.00
	Sodding	$3,500.00	$0.00	$0.00	$0.00	$0.00	0.00%	$3,500.00	$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	$0.00	$30,000.00	$0.00	$30,000.00	85.71%	$5,000.00	$0.00
	Precast Material & Erection	$2,277,000.00	$2,255,149.99	$0.00	$0.00	$2,255,149.99	99.04%	$21,850.01	$0.00
	Masonry	$19,189.00	$17,500.00	$0.00	$0.00	$17,500.00	91.20%	$1,689.00	$0.00
	Handrails, Pipe Bollards, Miscellaneous Steel	$106,416.00	$104,516.00	$0.00	$0.00	$104,516.00	98.21%	$1,900.00	$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	$0.00	$7,500.00	$0.00	$7,500.00	100.00%	$0.00	$0.00
	Joint Sealants (Precast & Vertical Joints)	$80,000.00	$72,000.00	$8,000.00	$0.00	$80,000.00	100.00%	$0.00	$0.00
	Roofing at Stair Towers	$19,000.00	$18,000.00	$1,000.00	$0.00	$19,000.00	100.00%	$0.00	$0.00
	HM Doors / Frames / Hardware	$15,000.00	$11,000.00	$4,000.00	$0.00	$15,000.00	100.00%	$0.00	$0.00
	Aluminum Storefront Frames & Glass	$32,000.00	$29,000.00	$3,000.00	$0.00	$32,000.00	100.00%	$0.00	$0.00
	Louvers	$1,600.00	$0.00	$1,600.00	$0.00	$1,600.00	100.00%	$0.00	$0.00
	Acoustical Ceilings (Security Office)	$2,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$2,000.00	$0.00
	Louvers	$2,305.00	$0.00	$2,305.00	$0.00	$2,305.00	100.00%	$0.00	$0.00
	Painting	$15,980.00	$8,000.00	$4,000.00	$0.00	$12,000.00	75.09%	$3,980.00	$0.00

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CONTINUATION SHEET

AIA DOCUMENT G703

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

APPLICATION NO:
APPLICATION DATE: July 31, 2015
PERIOD TO: July 31, 2015
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
	Signage	$81,000.00	$0.00	$12,000.00	$0.00	$12,000.00	14.81%	$69,000.00	$0.00
	Fire Extinguishers	$2,541.00	$1,750.00	$0.00	$0.00	$1,750.00	68.87%	$791.00	$0.00
	Prefabricated Canopies	$132,951.00	$13,200.00	$0.00	$0.00	$13,200.00	9.93%	$119,751.00	$0.00
	Parking Control Equipment	$14,748.00	$0.00	$0.00	$0.00	$0.00	0.00%	$14,748.00	$0.00
	Wheel Stops	$5,350.00	$0.00	$0.00	$0.00	$0.00	0.00%	$5,350.00	$0.00
	Elevators	$255,310.00	$51,000.00	$50,000.00	$0.00	$101,000.00	39.56%	$154,310.00	$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	$0.00	$11,402.00	$0.00	$11,402.00	100.00%	$0.00	$0.00
	Electrical / Security / Parking Management	$414,842.00	$205,000.00	$110,000.00	$0.00	$315,000.00	75.93%	$99,842.00	$0.00
	MOD # 1 - Temporary Parking Lot	$670,968.44	$660,968.44	$0.00	$0.00	$660,968.44	98.51%	$10,000.00	$0.00
	MOD # 2 - Design Cost Increases (Disbursed into Schedule of Value	$0.00	$0.00	$0.00	$0.00	$0.00	0.00%	$0.00	$0.00
	MOD # 3 - Design Cost Increases (Disbursed into Schedule of Value	$0.00	$0.00	$0.00	$0.00	$0.00	0.00%	$0.00	$0.00
	MOD # 4 - Tempoary 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	$58,242.00	$7,500.00	$0.00	$65,742.00	84.24%	$12,295.75	$0.00
	MOD # 6 - Gas Line Relocation	$20,542.50	$20,542.20	$0.00	$0.00	$20,542.20	100.00%	$0.30	$0.00
	GRAND TOTALS	$8,158,820.02	$7,149,817.13	$441,432.00	$0.00	$7,591,249.13	93.04%	$567,570.89	$0.00

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APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

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

FROM CONTRACTOR:
Restoration Specialists, LLC
1042-A East Montague Avenue
Charleston, SC 20405

VIA ARCHITECT: N/A

CONTRACT FOR: Charlie Norwood VA Medical Center Parking Garage

APPLICATION NO:

PERIOD TO: **August 31, 2015**

PROJECT NOS:

CONTRACT DATE

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

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			$ 2,158,960.02
3. CONTRACT SUM TO DATE (Line 1 ± 2)			$ 8,158,820.02
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)			$ 7,874,195.12
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)			$ 7,874,195.12
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)			$ $7,567,642.43
8. CURRENT PAYMENT DUE			$ **306,552.69**
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)			$ 284,624.90

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$2,158,960.02	
Total approved this Month	$0.00	
TOTALS	$2,158,960.02	
NET CHANGES by Change Order	$2,158,960.02	

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: **8/31/2015**

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 onthe Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: _____

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

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

CONTINUATION SHEET

AIA DOCUMENT G703

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

APPLICATION NO:
APPLICATION DATE: August 31, 2015
PERIOD TO: August 31, 2015
ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	E WORK COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	G % (G ÷ C)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
	General Conditions	$591,297.83	$568,734.00	$15,000.00	$0.00	$583,734.00	98.72%	$7,563.83	$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
	Aggreagate Base	$66,000.00	$62,750.00	$2,500.00	$0.00	$65,250.00	98.86%	$750.00	$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	$71,500.00	$6,500.00	$0.00	$78,000.00	98.73%	$1,000.00	$0.00
	Seal Coating	$4,000.00	$0.00	$4,000.00	$0.00	$4,000.00	100.00%	$0.00	$0.00
	Line Striping (Site Parking)	$15,000.00	$0.00	$7,500.00	$0.00	$7,500.00	50.00%	$7,500.00	$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	$0.00	$3,000.00	$0.00	$3,000.00	85.71%	$500.00	$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	$30,000.00	$5,000.00	$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	$0.00	$0.00	$17,500.00	91.20%	$1,689.00	$0.00
	Handrails, Pipe Bollards, Miscellaneous Steel	$106,416.00	$104,516.00	$1,900.00	$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	$13,500.00	$1,500.00	$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	$0.00	$2,000.00	$0.00	$2,000.00	100.00%	$0.00	$0.00
	Louvers	$2,305.00	$2,075.00	$0.00	$0.00	$2,075.00	90.02%	$230.00	$0.00
	Painting	$15,980.00	$12,000.00	$0.00	$0.00	$12,000.00	75.09%	$3,980.00	$0.00

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CONTINUATION SHEET

AIA DOCUMENT G703

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

APPLICATION NO:
APPLICATION DATE: August 31, 2015
PERIOD TO: August 31, 2015
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
	Signage	$81,000.00	$12,000.00	$40,000.00	$0.00	$52,000.00	64.20%	$29,000.00	$0.00
	Fire Extinguishers	$2,541.00	$1,750.00	$791.00	$0.00	$2,541.00	100.00%	$0.00	$0.00
	Prefabricated Canopies	$132,951.00	$13,200.00	$119,751.00	$0.00	$132,951.00	100.00%	$0.00	$0.00
	Parking Control Equipment / Decorative Gate	$14,748.00	$0.00	$12,500.00	$0.00	$12,500.00	84.76%	$2,248.00	$0.00
	Wheel Stops	$5,350.00	$0.00	$4,500.00	$0.00	$4,500.00	84.11%	$850.00	$0.00
	Elevators	$255,310.00	$91,000.00	$35,000.00	$0.00	$126,000.00	49.35%	$129,310.00	$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	$10,275.00	$1,127.00	$0.00	$11,402.00	100.00%	$0.00	$0.00
	Electrical / Security / Parking Management	$414,842.00	$315,000.00	$55,000.00	$0.00	$370,000.00	89.19%	$44,842.00	$0.00
	MOD # 1 - Temporary Parking Lot	$670,968.44	$660,968.44	$10,000.00	$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	0.00%	$0.00	$0.00
	MOD # 3 - Design Cost Increases (Disbursed into Schedule of Value	$0.00	$0.00	$0.00	$0.00	$0.00	0.00%	$0.00	$0.00
	MOD # 4 - Tempoary 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	$65,742.00	$10,000.00	$0.00	$75,742.00	97.06%	$2,295.75	$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	0.00%	$0.00	$0.00
	MOD # 8 - Concrete Removal	$1,483.69	$0.00	$1,483.69	$0.00	$1,483.69	100.00%	$0.00	$0.00
	MOD # 9 - No Cost Canapy Change	$0.00	$0.00	$0.00	$0.00	$0.00	0.00%	$0.00	$0.00
	MOD # 10 - Additional Paving, Striping and Fence Relocation	$33,725.00	$0.00	$0.00	$0.00	$0.00	0.00%	$33,725.00	$0.00
	GRAND TOTALS	$8,194,028.71	$7,567,642.43	$360,902.70	$0.00	$7,928,545.13	96.76%	$265,483.58	$0.00

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

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

VIA ARCHITECT: N/A

FROM CONTRACTOR:
Restoration Specialists, LLC
1042-A East Montague Avenue
Charleston, SC 20405

CONTRACT FOR: Charlie Norwood VA Medical Center Parking Garage

APPLICATION NO:

PERIOD TO: **September 30, 2015**

PROJECT NOS:

CONTRACT DATE

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

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 onthe Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: _____

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

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

CONTINUATION SHEET

AIA DOCUMENT G703

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

APPLICATION NO:
APPLICATION DATE: September 30, 2015
PERIOD TO: September 30, 2015
ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	E WORK COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	G % (G ÷ C)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
	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
	Aggreagate 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

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

APPLICATION NO:
APPLICATION DATE: September 30, 2015
PERIOD TO: September 30, 2015
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
	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 - Tempoary 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 Canapy 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

AIA DOCUMENT G703 · CONTINUATION SHEET FOR G702 · 1992 EDITION · AIA® · © 1992
THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006-5232

DEPARTMENT OF VETERANS AFFAIRS
Medical Center
(Atlanta)
1670 Clairmont Road
Decatur, GA 30033

March 29, 2012

508/10N7NLO

Restoration Specialists, LLC
ATTN: Mark Ward
P. O. 5352
Savannah, GA 31414

Notice of Contract Award

Dear Mr. Ward,

Based on proposals opened in this office on Monday, Decmeber 19, 2011 contract number VA247-C-0035 and purchase order number 509-Z20001 for the design/build of a new parking deck at the Augusta VAMC, Downtown Div., Augusta, GA was awarded to you company in the amount of $5,999,860.00 for the work completed under the bid item # 1.

The Government appreciates your interest in submitting a bid on this project. You are encouraged to continue to submit bids for projects at the Atlanta VA Medical Center for which you are eligible.

You will be contacted in the near future concerning a pre-work conference on this contract. Please begin preparing for this meeting by assembling your schedule of values, project schedule, insurance certificate and performance and payment bonds. Please have the bonds submitted no later than Thursday, April 12, 2012.

If you have any questions regarding this award please contact me at Philip.Braswell@va.gov or 404-728-5001.

Sincerely,

Phillip M. Braswell

Phillip M. Braswell
Contract Specialist

SOLICITATION, OFFER AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO.	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
	VA-247-11-RP-0211	☐ SEALED BID (IFB) ☒ NEGOTIATED (RFP)	11-09-2011	1 62

IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NO	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO
VA247-C-0035 CODE	509-12-1-0111-0001	509-325

7. ISSUED BY	8. ADDRESS OFFER TO
Department of Veterans Affairs Atlanta VA Medical Center 1670 Clairmont Road Decatur GA 30033	Department of Veterans Affairs Atlanta VA Medical Center ATTN: Phillip M. Braswell, Room GC-125 1670 Clairmont Road Decatur GA 30033

9. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS)
	Phillip M. Braswell	404-728-5001

SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date):

VA-247-11-RP-0211 - Hospital Parking Garage Deck, Downtown Div., Augusta VAMC, Augusta, GA

The procurement is 100% set aside for Service-Disabled Veteran-Owned Small Business (SDVOSB) firms

The NAISC code for this project is 236220, Commercial & Institutional Building Construction with a small business size standard of $33.5 million.

Bid Item # 1 - Furnish all supervision, labor, equipment, materials and any other expertise necessary to complete the design/build of Hospital Parking Deck, Downtown Div., Augusta VAMC, Augusta, GA in accordance with the scope of work and the terms and conditions of this solicitation. The project will consist of a ground floor capacity of at least 120 handicapped, high-top vehicle parking spaces and an upper floor capacity for at least 300 standard vehicle parking spaces. It will have one covered pedestrian bridge connecting the parking deck with Building 801 of the Augusta VAMC.

A site visit has been scheduled for Monday, November 21, 2011 at 2:00 PM with Carl Drewry. Please meet him at Augusta VAMC, Downtown Div., 950 15th St., Bldg. 801, Room 1B-173, Augusta, GA 30901. You may contact Carl Drewry at 706-733-0[illegible], Ext. 3248 or Carl.Drewry@va.gov.

11. The Contractor shall begin performance within 10 calendar days and complete it within 485 calendar days after receiving ☐ award, ☒ notice to proceed. This performance period is ☒ mandatory, ☐ negotiable. (See 52.211-10 .)

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in Item 12B.)	12B. CALENDAR DAYS
☒ YES ☐ NO	14

13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and 3 copies to perform the work required are due at the place specified in Item 8 by 2:00 PM (hour) local time 12-09-1911 (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, the date and time offers are due.

B. An offer guarantee ☒ is, ☐ is not required.

All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

Offers providing less than 90 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

NSN 7540-01-155-3212

STANDARD FORM 1442 (REV. 4-85)
Prescribed by GSA FPAR (48 CFR) 53.236-1(d)

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)	15. TELEPHONE NO. (Include area code)
Restoration Specialists, LLC PO Box 5352 Savannah Ga 31414	912 580 5657
	16. REMITTANCE ADDRESS (Include only if different than Item 14)
	See Item 14
CODE 56XE1 FACILITY CODE 139635739	

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of the solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)

AMOUNTS	Bid Item # 1 $ 5,999,860.00

18. The offeror agrees to furnish any required performance and payment bonds.

19 ACKNOWLEDGMENT OF AMENDMENTS
(The offeror acknowledges receipt of amendments to the solicitation - give number and date of each)

AMENDMENT NO	1	2								
DATE	12-05-11	12-09-11								

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	20B. SIGNATURE	20C. OFFER DATE
Reuben Mark Ward / Manager Member		12-9-11

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

BTO ITEM #1

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA
$5,999,860.00	509-36X0111-0111-891400-9220

24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO ☐ 10 U.S.C. 2304(c)( ) ☐ 41 U.S.C. 253(c)( ) ☐
26. ADMINISTERED BY CODE		27. PAYMENT WILL BE MADE BY
Department of Veterans Affairs Atlanta VA Medical Center 1670 Clairmont Road Decatur GA 30033		Department of Veterans Affairs FMS-VA-2(101) Financial Services Center PO Box 149971 Austin TX 78714-8971

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

☐ 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.

☒ 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation, is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)	31A. NAME OF CONTRACTING OFFICER (Type or print)
Mark Ward Manager Mbr	Kim D Shelton
30B. SIGNATURE	30C. DATE
	31B. UNITED STATES OF AMERICA BY Kim D Shelton
	31C. DATE 3/13/12

STANDARD FORM 1442 (REV. 4-85) BACK

DEPARTMENT OF VETERANS AFFAIRS
Medical Center
(Atlanta)
1670 Clairmont Road
Decatur, GA 30033

May 7, 2012

508/10N7NLO

Restoration Specialists, LLC
ATTN: Mr. Mark Ward
P. O. Box 5352
Savannah, GA 31414

NOTICE TO PROCEED

Dear Mr. Ward:

You are hereby notified to proceed with Design/Build New Parking Deck, to be performed as Bid Items # 1written in Block 21 (Items Accepted: Bid Item #1) on the Standard Form 1442 at the AugustaVAMC, Downtown Division, Augusta, GA as contemplated in Contract # VA247-C-0035 dated March 13, 2012 in the amount of five million, nine hundred ninety nine thousand, eight hundred sixty dollars ($5,999,860.00).

The contract provides for completion of all work within four hundred eighty five (485) calendar days after the date of receipt of this Notice to Proceed in accordance with the terms and conditions of your contract. By signing this notice below the completion date shall be Friday, September 6, 2013. Based on this notice to proceed (NTP) date the following contract dates and/or milestones would be in effect:

Cost & Schedule Submission – NTP + 30 calendar days (cd) = June 7, 2012
35% Design Submission – NTP + 30 cd = June 7, 2012
35% Design Review Meeting - + 10 working days (wd) = June 22, 2012
75% Design Submission – 35% Design review Meeting + 45 cd = August 7, 2012
75% Design review Meeting - + 10 wd = August 22, 2012
100% Design Submission – 75% Design Meeting + 75cd = November 5, 2012
100% Design Review Meeting - + 10 wd = November 19, 2012
Final Design - 100% Design Meeting + 15 cd = December 4, 2012
Contract Completion – NTP + 485 cd = September 6, 2013

Please sign and retain the original for your files. If you have any questions, please call me at (404) 728-5001.

Sincerely,

Phillip M. Braswell

Phillip M. Braswell
Contract Specialist

THIS NOTICE WAS RECEIVED ON: 08 May 2012

BY: _____
[Signature]

TITLE: Managing Member

RESTORATION SPECIALISTS
HUBZone Certified / SDVOSB Verified

July 7, 2014

Charlie Norwood VAMC
950 15th Street
Augusta, GA 30904

Attention: Mrs. Theresa Elkins
Re: Notice to Proceed, Contract No. 247-12-C-0035 / Temporary Parking Lot Modification P00001

Mrs. Elkins,

This letter serves to document Restoration Specialists, LLC's response to the attached Notice to Proceed for the Temporary Parking Lot – Modification P00001 portion of Contract No. 247-12-C-0035. We have signed the attached Notice to Proceed with the express understanding by both Restoration Specialists and the VA (as discussed in the 7/2/14 Progress Meeting and as stated in the attached NTP), that this NTP is strictly for the work pertaining to the "Temporary Parking Lot" / Modification P00001 and in no way obligates Restoration Specialists, LLC to the 100% design and associated cost of $ 939,455.45 related to the Parking Garage which we have been advised will be included in MOD # 3.

Restoration Specialists has made the VA aware that we cannot proceed with the Parking Garage until MOD # 3 has been approved and processed and that it is imperative to the schedule of the Parking Garage phase of this project that MOD # 3 be issued immediately so that subcontracts for the Garage can be issued in order to lock in subcontractor material pricing and subcontractor and supplier commitments to scheduling requirements.

Should there be any questions or comments, please feel free to contact me directly. We look forward to getting started on the Temporary Parking Lot and receipt of MOD # 3 so that we may proceed at that time with the Garage portion of this project.

Sincerely,

Reuben Mark Ward
Managing Member, Restoration Specialists, LLC

1020-B East Montague Avenue, N. Charleston, SC 29405 T: 843-641-7235 F: 843-297-4034

DEPARTMENT OF VETERANS AFFAIRS
Medical Center
1 Freedom Way
Augusta GA 30904-6285

2 July 2014

Restoration Specialists, LLC
310 East Factors Walk
Savannah, GA 31401

Mr. Mark Ward:

Subject: Notice to Proceed, Contract No. VA247-C-0035, Obligation Number 509Z20001 Temporary Parking Lot Under Modification P00001 Charlie Norwood VA Medical Center, 1 Freedom Way, Augusta, GA

You are hereby notified to proceed with the Temporary Parking Lot – Modification P0001 on Contract VA247-12-C-0035, Parking Garage, Charlie Norwood VA Medical Center. The contract completion date is hereby established 2 September 2014, including cleanup and final inspection.

It is requested that you acknowledge receipt of this letter in the space provided. If you have any questions regarding the above please contact Theresa M. Elkins at (706)733-0188 x3972 or Theresa.elkins@va.gov.

Theresa M Elkins

THERESA M. ELKINS
Contract Specialist

Contractor hereby acknowledges receipt of the foregoing Notice to Proceed for Contract VA247-C-0035, Modification P00001

Contractor: Restoration Specialists

By: Mark Ward

Title: Managing Member

Date: 070714

DEPARTMENT OF VETERANS AFFAIRS
Medical Center
(Atlanta)
1670 Clairmont Road
Decatur, GA 30033

March 29, 2012

508/10N7NLO

Restoration Specialists, LLC
ATTN: Mark Ward
P.O. 5352
Savannah, GA 31414

Notice of Contract Award

Dear Mr. Ward,

Based on proposals opened in this office on Monday, Decmeber 19, 2011 contract number VA247-C-0035 and purchase order number 509-Z20001 for the design/build of a new parking deck at the Augusta VAMC, Downtown Div., Augusta, GA was awarded to you company in the amount of $5,999,860.00 for the work completed under the bid item # 1.

The Government appreciates your interest in submitting a bid on this project. You are encouraged to continue to submit bids for projects at the Atlanta VA Medical Center for which you are eligible.

You will be contacted in the near future concerning a pre-work conference on this contract. Please begin preparing for this meeting by assembling your schedule of values, project schedule, insurance certificate and performance and payment bonds. Please have the bonds submitted no later than Thursday, April 12, 2012.

If you have any questions regarding this award please contact me at Philip.Braswell@va.gov or 404-728-5001.

Sincerely,

Phillip M. Braswell

Phillip M. Braswell
Contract Specialist

RESTORATION SPECIALISTS
HUBZone Certified / SDVOSB Verified

RS00035

September 30, 2013

Charlie Norwood VAMC
950 15th Street
Augusta, GA 30904

Re: 247-12-C-0035 / Temporary Parking Lot Modification

Ms. Elkins,

This letter serves as our written response to the attached modification to provide a Temporary Parking Lot as detailed in our proposal submitted on 26 June 2013 in the amount of $ 670,968.44. Restoration Specialists, LLC's acceptance of this modification as described herein and as attached serves solely as our acceptance of this modification for the Temporary Parking Lot only. More specifically, this current modification does not address the additional cost and time associated with our previously submitted and approved modifications for 35% and 95% design changes which have yet to be processed by the VA over one full year after we were given approval to proceed with these changes and associated cost were incurred by Restoration Specialists.

In closing, this letter serves as Restoration Specialists, LLC's acceptance of this specific modification to provide a Temporary Surface Lot only and also serves as our official written notification to the Charlie Norwood VA that construction on the Parking Garage project will not commence until our previously submitted and approved modification for 35% and 95% design changes have been processed by the VA and the appropriate change order documentation has been provided to Restoration Specialists, LLC by the VA.

584

Sincerely,

Reuben Mark Ward
Managing Member, Restoration Specialists, LLC

310 East Factors Walk, Savannah, GA 31401 T: 912.201.3862 F: 912.335.2723

WWW.RESTSPEC.COM

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

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

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00001	09-30-2013	509-11-2-0111-0011	509-325

6. ISSUED BY	CODE	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		Department of Veterans Affairs VISN 7 Network Contracting Activity 501 Greene Street Hatcher Building - Suite 2 Augusta GA 30901	RS0036

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(X)	9A. AMENDMENT OF SOLICITATION NO.
RESTORATION SPECIALISTS, LLC 1201 MCCORMICK ST SAVANNAH GA 314042318		9B. DATED (SEE ITEM 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. VA247-12-C-0035
CODE FACILITY CODE	X	10B. DATED (SEE ITEM 13) 11-09-2011

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)

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

585

(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: FAR 52.243-4 - Changes
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [ ] is not, [X] 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 attachment Page 2

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)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
Mark Ward Managing Member	Bonita Floyd-Ross Contracting Officer
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED 093013
	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)
	16C. DATE SIGNED

NSN 7540-01-152-8070
PREVIOUS EDITION NOT USABLE

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA - FAR (48 CFR) 53.243

Contract VA247-12-C-0035

Modification P0001

30 September 2013

RS00037

The purpose of this modification is to provide temporary parking at our uptown division to address displacement of Veteran Affairs employees during construction of parking deck under Contract VA247-12-C-0035.

The contractor will be required to provide all tools, labor, materials, permits, licenses, and supervision to perform all work in accordance with the statement of work "Design-Build of a Temporary Parking Lot at the VA Uptown Campus" dated 26 June 2013 and contractor's proposal of $670,968.44, dated 04 September 2013, accepted by the government on 18 September 2013.

Total contract price is increased from five million nine hundred ninety nine thousand eight hundred and sixty dollars ($5,999,860.00) to read six million six hundred seventy thousand eight hundred twenty eight dollars and forty-four cents $6,670,828.44 an increase of $670,968.44.

Contract completion date is updated from 31 December 2013 to read 31 December 2014 an increase of three hundred sixty-five (365) calendar days. This time extension will allow sufficient time for the contractor to construct temporary parking and address changes made during the design process which is effecting construction of the parking deck.

586

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

All other terms remain unchanged.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

13. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

IMPORTANT

Mark Ward, Managing Member

25 April 14

05/01/2014

The purpose of this modification is to address construction costs affected by design changes. The below items reflect the negotiated amounts agreed to by both parties for Veterans Affairs Request for Proposal dated 30 October 2013 and contractors proposal received on 18 November 2013, and negotiations on 16 December 2013

The contractor will be required to provide all tools, labor, materials, permits, licenses and supervision to perform all work negotiated under Modification P00002

Item 001 – Delete Covered Pedestrian Bridge Connecting the Parking Deck with Hospital Building 801. Credit ($272,126.00).
Item 002 – Delete Metal Stud Used to Secure the Perimeter Openings on the First and Second Levels- Credit (-$727,405.00).
Item 003, Additional Foundation Work – $501,402.31
Item 004, Adding Fencing to the North and West sides – $21,537.90
Item 005, Additional Sidewalks Along the East, South and West Sides of Garage – $39,400.40
Item 006, Add Walkway Canopy on Southand West Sides of Garage. – $105,700.00.
Item 007, Addition of Drive Thru Canopy -$76,000.00.
Item 010, Elevator Upgrade – $0.00 (contractor to provide elevator to meet VA Specs)
Item 012, Additional Concrete Precast – $25,969.59 (Partial Approval)
Item 013, Addition for Bituminous Waterproofing – $0.00 (Not Requested by VA)
Item 014, Delete Metal Stud Addition of Aluminum Storefront -$6,576.91.
Item 015, Electrical Modifications in 92% – $10,919.59.
Item 016, Additional Direct Applied Stucco – $0.00 (No longer required)
Item 019, This item was previously approved under Modification P00001 (Not applicable to this change order).
Item 020, Bond Premium Cost Adjustment for Change Order Work – $7503.69

b. Contract line item 0001 is increased by $429,578.58

c. Total Contract price increased from $6,670,828.14 to read $7,100,406.85

d. All other terms and conditions 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, disruption or suspension of work, labor inefficiencies and this changes.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
P00001	09-01-2014	509-12-1-0111-0001	509-385

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

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	9A. AMENDMENT OF SOLICITATION NO.
RESTORATION SPECIALISTS, LLC	9B. DATED (SEE ITEM 11)
130 MCCORMICK ST SAVANNAH, GA 314042318	10A. MODIFICATION OF CONTRACT/ORDER NO. VA247-12-C-0035
CODE FACILITY CODE	X 10B. DATED (SEE ITEM 13) 05-13-2012

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)

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

☐ 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 data, 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: FAR 52.243-4 Changes Clause

☐ 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 Schedule of Services Page 2.

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
Mark Ward, Managing Member	Donita Floyd-Ross Contracting Officer
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
090314	16B. UNITED STATES OF AMERICA BY
(Signature of person authorized to sign)	(Signature of Contracting Officer)
	16C. DATE SIGNED 9/3/2014

NSN 7540-01-152-8070
PREVIOUS EDITION NOT USABLE

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA - FAR (48 CFR) 53.243

In accordance with FAR 52.243-1 Changes (June 2007) the purpose of this modification is to:

I. Add work to contract VA247-12-C-0035, due to changes in Government requirements during the design phase of the project and

II. To address negotiations of economic price adjustments to construction items due to the change order that resulted in VA delay. Contract was awarded March 13 2012 with NTP May 7, 2013. 100% designed was delivered to the VA, January 9, 2013. During the design phase of the project various changes were made due to change in the Governments requirements. Construction of this Design Build has been delayed and is scheduled to proceed on or around September 21, 2014. The original NTP was May 7, 2012 but due to Government requirements for changes of the project the NTP for construction is changed to on or around September 21, 2014.

III. Below items are increased due to Economic Price Adjustment (EPA). The contractor provided cost of the contract changes in September 2012 due to VA delay of Notice to Proceed on the construction has led to the contractor's request of EPA on the below construction items.

Item 00018 EPA

a. Augercast Pile - original cost was in the amount of $474,000.00 due to EPA the new cost submitted May 7, 2014 is in the amount of $588,100.00 a difference of $114,100.00. The increase cost represents prime contractor markup, material, Labor and cleanup of augered spoil waste.

b. Site Work- original cost $167,697.50 due to EPA the new cost submitted May 12, 2014 is in the amount of $192,467.78 an increase of $24,770.28 to include prime contractors mark up, material, and labor.

c. Concrete Foundation – increase of cost in concrete foundation work to include pile caps, grade beams, slabs and sidewall. Original cost $704,698.00 due to EPA the new cost submitted May 6, 2014 is in the amount of $802,883.15 an increase of $98,185.15 to include prime contractor markup, material, labor, equipment rental and concrete pumping rates.

d. Precast Concrete: Increase cost of precast concrete. The original cost for precast concrete $2,134,000.00 due to EPA the new cost submitted 8 May 2014 in the amount $2,354,000.00 an increase of $232,750.00 to include prime contractor markup, material, labor, supervision, engineering, hauling and erection.

e. Structural and Miscellaneous Steel – Increase cost of miscellaneous steel. The original cost for structural and miscellaneous steel $36,916.04 due to EPA the new cost submitted 6 May 2014 in the amount of $44,961.43 an increase of **8,045.39** to include prime contractor markup, labor, materials, and equipment.

f. Cable Guard Rails – Increase cost of cable guard rails. The original cost for cable guard rails $14,700.00 due to EPA the new cost submitted 30 April 2014 in the amount $19,210.00 an increase of **$4,510.00** to include prime contractor markup, labor, material, and equipment.

g. Doors and Hardware – Increase cost of doors and hardware. The original cost for doors and hardware $8,231.90 due to EPA the new cost submitted 6 May 2014 in the amount of $12,251.61 an increase of **$4019.71** to include prime contractor markup, labor, material, and equipment.

h. Joint Sealants- Increase cost of joint sealants. The original cost for joint sealants $31,769.43, due to EPA the new cost submitted 7 October 2013 in the amount of $33,239.90 an increase of **$1,470.47** to include prime contractor markup, labor, material, and equipment.

i. Garage Signage- Increase cost of garage signage. The original cost for garage signage $77,458.00 due to EPA the new cost submitted 7 May 2014 in the amount of $87,047.80 an increase of **$9,589.80** to include prime contractor markup, materials, labor, planning & design, freight, equipment, mobilization.

j. Elevators- Increase cost of elevator. The original cost for elevator $262,200.00 due to EPA the new cost submitted 5 May 2014 in the amount of $276,621.00 an increase of **$14,421.00** to include prime contractor markup, material, labor to install one (2) passenger elevators.

k. Plumbing – Increase cost of plumbing. The original cost for plumbing $204,488.00, due to EPA the new cost submitted 4 June 2014 in the amount of $253,030.83 an increase of **$48,542.83** to include contractor markup, labor, material, equipment and supervision.

l. Electrical – Increase cost of electrical. The original cost for electrical $439,596.93, due to EPA the new cost submitted 12 May 2014 in the amount of $467,235.20 an increase of **$27,638.31** to include contractor markup, material, labor and equipment.

m. Civil Engineering – Increase cost of civil engineering. This change is due to additional work as a result of additional requirement required by City of Augusta. The price of $9,020.00 includes all design, labor, material, and equipment to comply with the City of Augusta requirements.

IV. Design Layout:

After contracting the project and beginning the design process, there were modifications made to project layout for several reasons. Separation of the SCI Patients entrance from the Staff entrance into the parking deck. This separation enabled all the SCI handicapped accessible

Parking stalls to be located on the first floor. This separation would result in an ease of access for the SCI patients' vehicles, and their movement into the facility. By locating the employee access to the inside of the existing employee parking lot it provides a secure parking facility for the staff, and provides a safe and secure covered walkway from the employee surface parking lot to the building. The modification of the layout resulted in impacts to the proposed site work including upsizing of some stormwater piping, replacement of a bio-swale with a control structure, addition of yard drains and modification of several stormwater inlets, additional heavy duty pavement and concrete curbing. The precast design change moved all of the SCI accessible parking stalls to the first floor. This orientation placed the sidewalk along the exterior of the parking deck following the existing topography of the area. In order to accommodate the SCI vehicle height and match the existing topography, the clear span of the first floor was increased. This caused an increase in the depth of some structural members. During the design process a specialty lighting requirement was placed on the project for the safety of the SCI patients when traveling between the parking deck and the SCI facility.

a. Items 0009 and 0017 – Site Work – Increase cost of site work. The original cost for site work $207,749.54 due to EPA the new cost submitted 13 June 2014 in the amount of $365,190.92 an increase of $157,441.38 to include prime contractor markup, material, labor, equipment.

b. Item 0012 - Precast Concrete Design. Increase cost of Precast Concrete Design. The original cost for precast concrete design $103,153.11, under modification P00002 $25,969.59 was approved, leaving a balance of $77,183.52. Upon receipt of backup documentation $77,183.11 was approved to include prime contractor markup, labor, and material.

c. Item 022, Lighting System: The contractor submitted pricing of $68,797.81 for lighting to address a change in Government requirement during the design process. The price of $68,797.81 includes contractor markup, material, labor, installation and supervision.

V. Corrections to contract credit obtained on previous modifications P00002

a. Item 0001 – Delete Cover Pedestrian Bridge. On modification P00002 the VA obtained a credit to the contract in the amount of $272,125.00 the credit amount should have been $257,500.00 a difference of $14,625.00 for deletion of cover pedestrian bridge is being added back to the contract. The $257,500.00 amount was a bid option deduct on the original contract and included overhead and profit. The $14,625.00 will be added back to contract amount.

b. Item 0002 – Delete Metal Slats – On modification P00002 the VA obtained a credit to the contract cost in the amount of $127,405.60 the credit amount should have been in the amount of $119,672.00 a difference of $7,733.60 for deletion of metal slats is being added back to the contract. The $7,733.60 will be added to contract total.

VI Modification Price

a. Bonding - increase cost of bonding is 1.8% of change amount of $16,611.19 and is included in modification P00005.

b. Total cost of these changes is in the amount of $939,455.44, the contract cost is changed from $7,100,406.83 to read $8,039,862.27.

VII Performance Period:

The contract is being extended by one hundred ninety one (191) calendar days; the completion date is being changed from 31 December 2014 to read 7 July 2015.

Revised completion date: 7 May 2012 to 7 July 2015.

ALL OTHER TERMS REMAIN UNCHANGED

VIII Contractor's Release of Claims

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 indirect, associated with the work and time agreed herein. Including but not limited to: all costs incurred for extended overhead, supervision, disruption or suspension of work, labor, inefficiencies and this change.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

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

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
P00001	09-26-2014	509-12-1-0111-0001	509-325

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

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(X)	9A. AMENDMENT OF SOLICITATION NO.
RESTORATION SPECIALISTS, LLC 1201 MCCORMICK ST SAVANNAH GA 314042318		9B. DATED (SEE ITEM 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. VA247-12-C-0035
		10B. DATED (SEE ITEM 13) 03-13-2012
CODE	FACILITY CODE	X

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: $20,377.50

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 data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-4

X

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

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)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
	Theresa M. Elkins Contracting Officer
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED 10/08/14
16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED 10/08/2014

NSN 7540-01-152-8070
PREVIOUS EDITION NOT USABLE

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA - FAR (48 CFR) 53.243

The purpose of this modification is to address a change in Government requirements and differing site condition during construction of the temporary parking lot. This modification includes material testing and removal and relocation of concrete debris.

Material Testing: In accordance with Restoration Specialist, LLC proposal dated 9 September 2014 and accepted by VA on 11 September 2014 in the amount of $13,282.50.

Concrete Debris Removal and Relocation: In accordance with Restoration Specialists, LLC proposal dated 03 September 2014 and accepted 11 September 2014 in the amount of $7095.00

Total Line item amount is increased by $20,377.50

Contract amount is changed from $8,039,862.27 to $8,060,239.77

Contract complete date remains unchanged at 7 July 2015

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, disruption or suspension of work, labor inefficiencies, and this change's impact on unchanged work.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

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

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
P00005	09-30-2014	509-12-1-0111-0001	509-325

6. ISSUED BY	CODE	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		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)	(X)	9A. AMENDMENT OF SOLICITATION NO.
RESTORATION SPECIALISTS, LLC 1201 MCCORMICK ST SAVANNAH GA 314042318		9B. DATED (SEE ITEM 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. VA247-12-C-0035
CODE FACILITY CODE	X	10B. DATED (SEE ITEM 13) 03-13-2012

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 $78,037.75

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: FAR 52.243-4, Changes Clause
	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

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)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Theresa M. Elkins Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED

The purpose of this modification is to address a change in Government requirements for material testing in accordance with Technical Specification Section 01 45 29, Testing Laboratory Services under Contract VA247-12-C-0035 for the downtown parking deck during construction. Pricing is in accordance with Restoration Specialists, LLC proposal dated 9 September 2014 and accepted by VA on 11 September 2014 in the amount of $78,037.75.

Total Line Item amount is increased by $78,037.75.

Total contract amount is changed from $8,060,239.77 to $8,138,277.52.

Contract completion date remains unchanged at 7 July 2014.

This is the current cost for testing at this time. The Government will only pay for the quantity of tests agreed to by all parties.

All other terms remain unchanged.

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

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

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

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
P00006	02-19-2015	509-12-1-0111-0001	509-325

6. ISSUED BY	CODE	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		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)	(X)	9A. AMENDMENT OF SOLICITATION NO.
RESTORATION SPECIALISTS, LLC 1201 MCCORMICK ST SAVANNAH GA 314042318		9B. DATED (SEE ITEM 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. VA247-12-C-0035
CODE	FACILITY CODE	X 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 $20,542.50
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: FAR 52.236-2 Differing Site Condition

☐ 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

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)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		THERESA M. ELKINS Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED

The purpose of this modification is to address a differing site condition to resolve a conflict between the live gas line and steel pipe for Contract VA247-12-C-0035, Project 509-325, and New SCIU Parking Deck identified via email from Restoration Specialists, Inc., on 10 December 2014 and recommended approval by the VA COR on 10 December 2014 in the amount of $20,542.50. This change will relocate the live gas line and remove the steel pipe in the location of the auger piles and fill the remaining segments of steel piping with grout.

Total Line Item 1 is increased by $20,542.50.

Total Contract Price Increased from $8,138,277.52 to $8,158,820.02.

Contract completion date remains unchanged at 7 July 2015.

All other terms and conditions remain unchanged.

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

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

8.A. NO.	9. CONTRACT ID CODE	PAGE	OF PAGES
		1	2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
P0007	6-16-2015	509-12-1-0111-0001	509-325

6. ISSUED BY	CODE	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		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)	9A. AMENDMENT OF SOLICITATION NO.
RESTORATION SPECIALISTS, LLC	9B. DATED (SEE ITEM 11)
1201 MCCORMICK ST SAVANNAH GA 314042318	10A. MODIFICATION OF CONTRACT/ORDER NO. VA247-12-C-0035
CODE FACILITY CODE	10B. DATED (SEE ITEM 13) X 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)

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

☐ 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).

☐ C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

X FAR 52.249-10 Default Clause.

☐ 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.

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)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
Mark Ward Managing Member	SONITA FLOYD-ROSS Contracting Officer
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
(Signature of person authorized to sign)	06/16/15
	16B. UNITED STATES OF AMERICA
	BY (Signature of Contracting Officer)
	16C. DATE SIGNED 7/7/15

NSN 7540-01-152-8070
PREVIOUS EDITION NOT USABLE

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA - FAR (48 CFR) 53.243

The purpose of this no-cost modification is to address a time extension requested by Restoration Specialist, LLC as a result of a delay in executing Contract VA247-12-C-0035, Modification P00003 which adversely impacted the delivery time of the precast members and thus delaying precast installation. The approved schedule dated 26 September 2014 identified precast erection installation to begin 23 February 2015. This date was contingent upon timely executing Modification P00003 on or about the beginning of August 2014. Modification P00003 was not executed until 03 September 2014. As a result this shifted the precast erection installation by fifty-five (55) calendar days. Both parties agreed to the fifty-five (55) calendar days as fair and reasonable and reflective of the work.

The Contract Performance Period is increased by fifty-five (55) calendar days from one thousand one hundred forty-six (1146) calendar days to one thousand two hundred eleven (1211) calendar days.

Contract Completion Date is changed from 7 July 2015 to 31 August 2015.

Total Revised Period of Performance : 7 May 2012 to 31 August 2015.

Contract price remains unchanged at $8,158,820.02

All other terms remain unchanged.

In consideration of this no-cost time extension agreed to herein, the contractor hereby releases the Government from any and all liability under this contract for all costs, both direct and indirect, associated with this time extension

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

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

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO (If applicable)
P00008	07/13/2015	509-12-1-0111-0001	509-325

6. ISSUED BY	CODE	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		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)	(X)	9A. AMENDMENT OF SOLICITATION NO.
RESTORATION SPECIALISTS, LLC 1201 MCCORMICK ST SAVANNAH GA 314042318		9B. DATED (SEE ITEM 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. VA247-12-C-0035
CODE: FACILITY CODE	X	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 $1483.69
509220001

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 data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	FAR 52.236-2 Differing Site Condition
	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

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

The purpose of this modification is to address a differing site condition of a buried 10' x 16' x 1' concrete slab located under the original parking lot. This concrete slab was not identified in the original plans made available by the VA during the solicitation or design phase of this project. This change will remove and dispose of the concrete slab and backfill the void to allow for the concrete pouring of the floor of parking garage as identified by email proposal from Restoration Specialists, LLC on 13 March 2015 and recommended approval by VA COR on 5 June 2015. No time extension is required for this change.

The total line amount is increased by $1,483.69.

Total contract amount is changed from $8,158,820.02 to $8,160,303.71.

Contract completion date remains unchanged at 31 August 2015.

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, disruption or suspension of work, labor inefficiencies, and this change's impact on unchanged work.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
P00009	07-17-2015	509-12-1-0111-0001	509-129

6. ISSUED BY	CODE	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		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)	9A. AMENDMENT OF SOLICITATION NO.
REGITRATION SPECIALISTS, LLC 1201 MCCORMICK ST SAVANNAH GA 314012218	9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. VA247-12-C-0035 10B. DATED (SEE ITEM 13) X 04-07-2012
CODE	FACILITY CODE

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) 509520001

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 data, 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 836.570 Changes-Supplement
FAR 52.243-4 Changes Clause

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 CONTINUATION PAGE 2

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)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
Mark Wade Manager Member	Bonita Floyd-Ross Contracting Officer
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED 07/17/15
16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED

NSN 7540-01-152-8070
PREVIOUS EDITION NOT USABLE

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA - FAR (48 CFR) 53.243

The purpose of this modification is to address a change in Government requirements for addition and deletion of work under contract VA247-12-C-0035 SCIU Parking Garage. Pricing is in accordance with Restoration Specialist, LLC proposal dated 20 November 2014 and agreed to by VA on 23 June 2015. The additions and deletions are within the scope of the contract.

Delete The Following:	Credit
Demo Existing Canopy and Arched Canopy	(-$70,000.00)
Total Credits	(-$70,000.00)

Add The Following:	Cost
Double Drive Canopy	$70,000.00
Total Addition	$70,000.00

Total Amount of Change: $0.00. The contract deletion in the amount of (-$70,000.00) and the addition in the amount of $70,000.00 is a total of $0.00.

Total Performance Period: 07 April 2012 to 31 August 2015.

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, disruption of work, labor inefficiencies and this change's impact on unchanged work.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

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

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
P00010	08-28-2015	509-12-1-0111-0001	509-325

6. ISSUED BY	CODE	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		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)	(X)	9A. AMENDMENT OF SOLICITATION NO.
RESTORATION SPECIALISTS, LLC 1201 MCCORMICK ST SAVANNAH GA 314042318		9B. DATED (SEE ITEM 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. VA247-12-C-0035
	X	10B. DATED (SEE ITEM 13) 04-07-2012
CODE FACILITY CODE		

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 $33,725.00
509220001

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 data, 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 836.578 Changes - Supplement FAR 52.243-4 Changes Clause
	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

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)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
Mark Ward Managing Member	Bonita Floyd-Ross Contracting Officer
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED 08/28/15
16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED 8/28/2015

NSN 7540-01-152-8070
PREVIOUS EDITION NOT USABLE

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA - FAR (48 CFR) 53.243

The purpose of Modification P00010 is to address a change in Government requirements for Additional Asphalt, Sealcoating & Restriping, and Chain Link Fence Relocation. Pricing is in accordance with Restoration Specialist, LLC proposal dated 8/18/2015 for Chain Link Fence Relocation and Additional Asphalt, Sealcoating & Restriping dated and approved by VA on 18 August 2015 in the amount of $33,725.00 and extension of fourteen (14) calendar days.

Line Item Increased By $29,545.33 For Asphalt, Sealcoating And Restriping.

Line Item Increased By $4,180.00 For Fencing Relocation.

Total Line Item Amount Is Increased By $33,725.00.

Total Contract Amount Is Changed From $8,160,303.71 To Read $8,194,028.71.

Contract Performance Period Is Increased By Fourteen (14) Calendar Days From One Thousand Two Hundred Eleven (1211) to One Thousand Two Hundred Twenty Five (1255) Calendar Days.

Contract Completion Date Is Increased From 31 August 2015 to 14 September 2015.

Contract Period Of Performance Is Updated To Read 7 May 2012 To 14 September 2015.

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.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

(IFAN)	1 CONTRACT ID CODE	PAGE 1	OF PAGES 2

AMENDMENT/MODIFICATION NO	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO	5. PROJECT NO.(If applicable)
0001	09-14-2015	509-12-1-0111-0003	209-325

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

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(X)	9A. AMENDMENT OF SOLICITATION NO.
GEOGRAPHICA SPECIALISTS, LLC 701 INCORPORATED ST NEWNAN GA 302632818		9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. VA247-13-C-0035 10B. DATED (SEE ITEM 13) 04-01-2012
CODE	FACILITY CODE	X

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:

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

[ ] 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 data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

[ ] C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

FAR 52.243-4 Changes Clause

[ ] D. OTHER (Specify type of modification and authority)

IMPORTANT: Contractor [ ] is not, [X] 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.)

PAGE 2

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)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
Mark Ward, Managing Member	Bonita Floyd-Ross Contracting Officer
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED 09/16/15
16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED

SN 7540-01-152-8070
PREVIOUS EDITION NOT USABLE

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA - FAR (48 CFR) 53.243

The purpose of this modification is to address a request for eighteen (18) calendar day time extension under Contract VA247-12-C-0035, submitted by Restoration Specialists, LLC on 14 September 2015. In consideration Restoration Specialists, LLC has agreed to provide the VA a 2 year elevator warranty. In accordance with FAR Clause 52.246-21 "Warranty of Construction" this warranty shall continue for a period of 2 years from the date of final acceptance of the work.

Contract Performance Period Is Increased By Eighteen Calendar Days From One Thousand Two Hundred Twenty Five (1225) Calendar Days To One Thousand Two Hundred Forty Three (1243) Calendar Days.

Contract Completion Date Is Increased From 14 September 2015 To 01 October 2015.

Contract Period Of Performance Is Updated To Read 7 May 2012 To 01 October 2015.

Contract Price Remains at $8,194,028.71.

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.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

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

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

6. ISSUED BY	CODE	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		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)	(X)	9A. AMENDMENT OF SOLICITATION NO.
RESTORATION SPECIALISTS, LLC 1201 MCCORMICK ST SAVANNAH GA 314042318		9B. DATED (SEE ITEM 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. VA247-12-C-0035
CODE FACILITY CODE	X	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)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) BONITA FLOYD-ROSS Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED

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.

DEPARTMENT OF VETERANS AFFAIRS
Medical Center
1 Freedom Way
Augusta GA 30904-6285

22 September 2014

Restoration Specialists, LLC
Attn: Mr. Mark Ward
10-2-B East Montague Avenue
North Charleston, SC 29405

Mr. Ward:

Reference your Contract No. VA247-12-C-0035, Project Number 509-325, Obligation 509Z20001, SCIU Hospital Parking Deck, Charlie Norwood VA Medical Center, 1 Freedom Way, Augusta, GA in the amount of $8,039,862.27

You are hereby notified to proceed with the Parking Deck on Contract VA247-12-C-0035, located downtown at 950 15th Avenue, Augusta, GA 30901. You are directed to proceed with work in accordance with the final plans and specification. The contract completion date is hereby established at 7 July 2015, including cleanup and final inspection.

It is requested that you acknowledge receipt of this letter in the space provided. If you have any questions regarding the above please contact Theresa M. Elkins at (706)733-0188 x 3972 or Theresa.elkins@va.gov.

Theresa M Elkins

THERESA M. ELKINS
Contracting Officer

Contractor Hereby Acknowledges receipt of the foregoing Notice to Proceed for Contract VA247-12-C-0035.

Contractor: _____

By: _____

Title: _____

Date: _____

Cc: Facility Management (138C/COTR)
Contract File

SOLICITATION, OFFER AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO.	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
	VA-247-11-RP-0211	☐ SEALED BID (IFB) ☒ NEGOTIATED (RFP)	11-09-2011	1 62

IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NO. / CODE	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO.
	509-12-1-0111-0001	509-325

7. ISSUED BY	8. ADDRESS OFFER TO
Department of Veterans Affairs Atlanta VA Medical Center 1670 Clairmont Road Decatur GA 30033	Department of Veterans Affairs Atlanta VA Medical Center ATTN: Phillip M. Braswell, Room GC-125 1670 Clairmont Road Decatur GA 30033

9. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS)
	Phillip M. Braswell	404-728-5001

SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date):

VA-247-11-RP-0211 - Hospital Parking Garage Deck, Downtown Div., Augusta VAMC, Augusta, GA

The procurement is 100% set aside for Service-Disabled Veteran-Owned Small Business (SDVOSB) firms

The NAISC code for this project is 236220, Commercial & Institutional Building Construction with a small business size standard of $33.5 million.

Bid Item # 1 - Furnish all supervision, labor, equipment, materials and any other expertise necessary to complete the design/build of Hospital Parking Deck, Downtown Div., Augusta VAMC, Augusta, GA in accordance with the scope of work and the terms and conditions of this solicitation. The project will consist of a ground floor capacity of at least 120 handicapped, high-top vehicle parking spaces and an upper floor capacity for at least 300 standard vehicle parking spaces. It will have one covered pedestrian bridge connecting the parking deck with Building 801 of the Augusta VAMC.

A site visit has been scheduled for Monday, November 21, 2011 at 2:00 PM with Carl Drewry. Please meet him at Augusta VAMC, Downtown Div., 950 15th St., Bldg. 801, Room 1B-173, Augusta, GA 30901. You may contact Carl Drewry at 706-733-0188, Ext. 3248 or Carl.Drewry@va.gov.

11. The Contractor shall begin performance within 10 calendar days and complete it within 485 calendar days after receiving ☐ award, ☒ notice to proceed. This performance period is ☒ mandatory, ☐ negotiable. (See 52.211-10.)

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in Item 12B.)	12B. CALENDAR DAYS
☒ YES ☐ NO	14

13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and 3 copies to perform the work required are due at the place specified in Item 8 by 2:00 PM (hour) local time 12-09-1911 (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, the date and time offers are due

B. An offer guarantee ☒ is, ☐ is not required.

C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference

D. Offers providing less than 90 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER(Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)	15. TELEPHONE NO. (Include area code) 16. REMITTANCE ADDRESS (Include only if different than Item 14)
CODE FACILITY CODE	

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of the solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)

AMOUNTS	Bid Item # 1

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS

(The offeror acknowledges receipt of amendments to the solicitation - give number and date of each)

AMENDMENT NO.										
DATE										

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	20B. SIGNATURE	20C. OFFER DATE

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO ☐ 10 U.S.C. 2304(c)(_) ☐ 41 U.S.C. 253(c) (_) ☐
26. ADMINISTERED BY CODE Department of Veterans Affairs Atlanta VA Medical Center 1670 Clairmont Road Decatur GA 30033		27. PAYMENT WILL BE MADE BY Department of Veterans Affairs FMS-VA-2(101) Financial Services Center PO Box 149971 Austin TX 78714-9971

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

☐ 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.	☐ 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation, is hereby accepted as to the items listed. This award consummates the contract. which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.
30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)	31A. NAME OF CONTRACTING OFFICER (Type or print)
30B. SIGNATURE / 30C. DATE	31B. UNITED STATES OF AMERICA BY

STANDARD FORM 1442(REV. 4-85)BACK.

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INFORMATION REGARDING BIDDING MATERIAL, BID GUARANTEE AND BONDS

(a) Bidding materials consisting of drawings, specifications and contract forms may be obtained by downloading from the Federal Business Opportunities website at www.fbo.gov.

(b) A bid guarantee is required in an amount not less than 20 percent of the bid price but shall not exceed $3,000,000. Failure to furnish the required bid guarantee in the proper form and amount, by the time set for opening of bids, will require rejection of the bid in all cases except those listed in FAR 28.101-4, and may be cause for rejection even then. Standard Form 24 shall be used for a bid bond. Form is available for downloading from GSA website: http://www.gsa.gov/portal/forms/type/TOP.

(c) If the contract will exceed $150,000 (see FAR 28.102-1 for lesser amount), the bidder to whom award is made will be required to furnish two bonds, a Payment Bond, SF 25A, and a Performance Bond, SF 25, each in the penal sum as noted in the General Conditions of the Specification. Copies of SFs 25 and 25A may be obtained by downloading from the following GSA website: http://www.gsa.gov/portal/forms/type/TOP.

DESCRIPTION OF WORK:

This design/build project is for a new parking deck at the Downtown Division of the Augusta VAMC. The project will consist of a ground floor capacity of at least 120 handicapped, high-top vehicle parking spaces and an upper floor capacity of at least 300 standard vehicle parking spaces. The new parking deck will have one covered pedestrian bridge connecting the parking deck with Building 801 of the Augusta VAMC.

Cost Range: $5,000,000.00 to $10,000,000.00

BID ITEM NO. 1: Furnish all supervision, labor, equipment, materials and any other expertise necessary to complete the design/build of a new parking deck, Downtown Division, Augusta VAMC, Augusta, GA in accordance with the scope of work and the terms and conditions of this solicitation. The project will consist of a ground floor capacity of at least 120 handicapped, high-top vehicle parking spaces and an upper floor capacity of at least 300 standard vehicle parking spaces. It will have one covered pedestrian bridge connecting the parking deck with Building 801 of the Augusta VAMC.

GENDER: Wherever masculine gender is used in the solicitation and contract documents, it shall be considered to include both masculine and feminine.

METRIC PRODUCTS: Products manufactured to metric dimensions will be considered on an equal basis with those manufactured using inch-pound units, providing they fall within the tolerances specified using conversion tables and contained in the latest revisions of Federal Standard No. 376, and all other requirements of this document are met.
If a product is manufactured to metric dimensions and those dimensions exceed the tolerances specified in inch-pound units, a request should be made to the Contracting Officer, in writing, to determine if the product is acceptable. The Contracting Office, in concert with the Contracting Officer's Technical Representative (COTR), will accept or reject the product.

RESIDENT ENGINEER: All references to "Resident Engineer" in the solicitation will be changed to Contracting Officer's Technical Representative (COTR).

NORMAL WORKING HOURS: Medical Center normal working hours are 8:00a.m. until 4:30 p.m., Monday through Friday.

HOLIDAYS: The federal holidays observed by the Medical Center are New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and Christmas. Holidays falling on Saturday are observed on the Friday before the holiday and holidays falling on Sunday are observed on the Monday following the holiday.

INSTRUCTIONS, CONDITIONS AND OTHER STATEMENTS TO BIDDERS/OFFERORS

2.1 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm Fixed Price contract resulting from this solicitation.

(End of Provision)

2.2 52.222-5 DAVIS-BACON ACT--SECONDARY SITE OF THE WORK (JUL 2005)

(a)(1) The offeror shall notify the Government if the offeror intends to perform work at any secondary site of the work, as defined in paragraph (a)(1)(ii) of the FAR clause at 52.222-6, Davis-Bacon Act, of this solicitation.

(2) If the offeror is unsure if a planned work site satisfies the criteria for a secondary site of the work, the offeror shall request a determination from the Contracting Officer.

(b)(1) If the wage determination provided by the Government for work at the primary site of the work is not applicable to the secondary site of the work, the offeror shall request a wage determination from the Contracting Officer.

(2) The due date for receipt of offers will not be extended as a result of an offeror's request for a wage determination for a secondary site of the work.

(End of Provision)

2.3 52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation for each trade	Goals for female participation for each trade
21.2 %	6.9 %

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the--

(1) Name, address, and telephone number of the subcontractor;

(2) Employer's identification number of the subcontractor;

(3) Estimated dollar amount of the subcontract;

(4) Estimated starting and completion dates of the subcontract; and

(5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is Augusta, GA - Richmond county

(End of Provision)

2.4 52.228-1 BID GUARANTEE (SEP 1996)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders as soon as practicable after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.-

(c) The amount of the bid guarantee shall be 20% percent of the bid price or $1,000,000, whichever is less.-

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

(End of Provision)

2.5 52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from: R. Anthony Stephens or Phillip M. Braswell

Hand-Carried Address:

Department of Veterans Affairs
Atlanta VA Medical Center, Room GC-125
1670 Clairmont Road
Decatur GA 30033

Mailing Address:

Department of Veterans Affairs
Atlanta VA Medical Center, GC-125
1670 Clairmont Road
Decatur GA 30033

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

2.6 52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995) ALTERNATE I (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) An organized site visit has been scheduled for-

Monday, Nov. 21, 2011 at 2:00 PM with Carl Drewry

(c) Participants will meet at-

950 15th St., Bldg. 801, Room 1B-173, Augusta, GA 30901

(End of Provision)

2.7 804.1102 VERIFICATION OF STATUS OF APPARENTLY SUCCESSFUL OFFEROR (OCT 2010) (DEVIATION)

(a) The apparently successful offeror, unless currently listed as verified in the Vendor Information Pages (VIP) at: www.vetbiz.gov database, shall submit to Department of Veteran Affairs' (VA) Center for Veterans Enterprise (CVE) within five business days of receipt of written notice of its status as the apparently successful offeror, a verification application in accordance with 38 Code of Federal Regulations (CFR) Part 74 with such reasonably adequate documentary material, as necessary, establishing as follows:

(1) The owner or owners of 51 percent or more of the offeror is/are service- disabled Veteran(s), Veteran(s), or an eligible surviving spouse thereof, as applicable, for the instant acquisition. In this regard, the apparently successful offeror shall submit a VA Form 0877 to CVE via VA's VIP at: www.vetbiz.gov, internet site. This confidential and secure electronic application will enable CVE to inform the CO of the service-disabled Veteran or Veteran status of the owner(s) of the offeror without the CO having to receive and secure confidential individually identifiable information or personal health care information on this topic.

(2) Eligible parties own 51 percent or more of the concern (see 38 CFR 74.3). Adequate documentation can include copies of official stock certificates, articles of incorporation, partnership agreement, operating agreement, or other similar documentation which reasonably demonstrates the percentage of ownership by eligible parties; and

(3) Eligible parties control the concern (See 38 CFR 74.4). Control includes both the strategic policy setting exercised, for example, by boards of directors, and the day-to-day management and administration of business operations. Adequate documentation should include articles of incorporation, corporate by-laws, partnership agreement, operating agreement, resumes, disclosure of any other current employment, or other relevant documentation, as applicable, which demonstrates control of the strategic and day-to-day management of the offeror by eligible parties, as applicable.

(b) CVE will examine the business documents to determine if they establish appropriate ownership and control of the business from which an offer has been received. Within 21 business days, CVE shall determine whether the firm can or cannot be verified as a SDVOSB or VOSB, as appropriate, and issue its decision thereon to the vendor in accordance with 38 CFR 74.11(e) and to the CO. The CO will use CVE's decision in making the source selection decision.

(c) If a competing vendor raises a status protest prior to CVE's completion of its verification examination, the CO may rely on the status protest decision when issued.

(d) This deviation will expire December 31, 2011. Thereafter, in accordance with VAAR 804.1102, COs shall only make awards to SDVOSBs or VOSBs which are listed as verified in VIP at: www.vetbiz.gov.

(End of Provision)

2.8 VAAR 852.228-72 ASSISTING SERVICE-DISABLED VETERAN-OWNED AND VETERAN-OWNED SMALL BUSINESSES IN OBTAINING BONDS (DEC 2009)

Prime contractors are encouraged to assist service-disabled veteran-owned and veteran-owned small business potential subcontractors in obtaining bonding, when required. Mentor firms are encouraged to assist protégé firms under VA's Mentor-Protégé Program in obtaining acceptable bid, payment, and performance bonds, when required, as a prime contractor under a solicitation or contract and in obtaining any required bonds under subcontracts.

(End of Clause)

2.9 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (JAN 2008)

(a) Any protest filed by an interested party shall:

(1) Include the name, address, fax number, and telephone number of the protester;

(2) Identify the solicitation and/or contract number;

(3) Include an original signed by the protester or the protester's representative and at least one copy;

(4) Set forth a detailed statement of the legal and factual grounds of the protest, including a description of resulting prejudice to the protester, and provide copies of relevant documents;

(5) Specifically request a ruling of the individual upon whom the protest is served;

(6) State the form of relief requested; and

(7) Provide all information establishing the timeliness of the protest.

(b) Failure to comply with the above may result in dismissal of the protest without further consideration.

(c) Bidders/offerors and contracting officers are encouraged to use alternative dispute resolution (ADR) procedures to resolve protests at any stage in the protest process. If ADR is used, the Department of Veterans Affairs will not furnish any documentation in an ADR proceeding beyond what is allowed by the Federal Acquisition Regulation.

(End of Provision)

2.10 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (JAN 1998)

As an alternative to filing a protest with the contracting officer, an interested party may file a protest with the Deputy Assistant Secretary for Acquisition and Materiel Management, Acquisition Administration Team, Department of Veterans Affairs, 810 Vermont Avenue, NW., Washington, DC 20420, or for solicitations issued by the Office of Construction and Facilities Management, the Director, Office of Construction and Facilities Management, 810 Vermont Avenue, NW., Washington, DC 20420. The protest will not be considered if the interested party has a protest on the same or similar issues pending with the contracting officer.

(End of Provision)

PLEASE NOTE: The correct mailing information for filing alternate protests is as follows:

Deputy Assistant Secretary for Acquisition and Logistics,
Risk Management Team, Department of Veterans Affairs
810 Vermont Avenue, N.W.
Washington, DC 20420

Or for solicitations issued by the Office of Construction and Facilities Management:

Director, Office of Construction and Facilities Management
811 Vermont Avenue, N.W.
Washington, DC 20420

2.11 VAAR 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008)

The contracting officer reserves the right to designate representatives to act for him/her in furnishing technical guidance and advice or generally monitor the work to be performed under this contract. Such designation will be in writing and will define the scope and limitation of the designee's authority. A copy of the designation shall be furnished to the contractor.

(End of Provision)

2.12 PARTNERING

(a) In order to most effectively accomplish this contract, the Government proposes to form a cohesive partnership with the Contractor and its subcontractors. This partnership would strive to draw on the strengths of each organization in an effort to achieve a quality project, done right the first time, within the budget and on schedule.

(b) This partnership will be totally voluntary. The focus of partnering is to build cooperative relationships with the private sector and avoid or minimize disputes and to nurture a more collaborative ethic characterized by trust, cooperation and teamwork. Partnering is defined as the creation of a relationship between the owner and contractor that promotes mutual and beneficial goals. It is a non-contractual, but formally structured agreement between the parties. The ultimate goal is the elimination of the "us" versus "them" thinking, and formation of a "we" mentality for the benefit of the project.

(c) Any cost associated with effectuating this partnership will be agreed to by both parties and will be shared equally with no change in contract price.

2.13 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed

by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

http://www.acquisition.gov/far/index.html
http://www.va.gov/oamm/oa/ars/policyreg/vaar/index.cfm

(End of Provision)

52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION	JAN 2004
52.236-28	PREPARATION OF PROPOSALS--CONSTRUCTION	OCT 1997

REPRESENTATIONS AND CERTIFICATIONS

3.1 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2011)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 236220.

(2) The small business size standard is $33.5 Million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

[ ] (i) Paragraph (d) applies.
[ ] (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless--

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed $150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that--

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations--Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, or 2010.

(vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xvi) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternate I, and Alternate II) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than $25,000, the basic provision applies.

(B) If the acquisition value is $25,000 or more but is less than $50,000, the provision with its Alternate I applies.

(C) If the acquisition value is $50,000 or more but is less than $67,826, the provision with its Alternate II applies.

(xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

(xx) 52.225-25, Prohibition on Engaging in Sanctioned Activities Relating to Iran--Certification. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to--

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

[](i) 52.219-22, Small Disadvantaged Business Status.

[](A) Basic.

[](B) Alternate I.

[](ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

[](iii) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

[](iv) 52.222-52 Exemption from Application of the Service Contract Act to Contracts for Certain Services--Certification.

[](v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

[](vi) 52.227-6, Royalty Information.

[](A) Basic.

[](B) Alternate I.

[](vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at http://orca.bpn.gov. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

3.2 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JAN 2011)

(a) Definitions. As used in this provision--

"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

"Federal contracts and grants with total value greater than $10,000,000" means--

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [ ] has [ ] does not have current active Federal contracts and grants with total value greater than $10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in--

(A) The payment of a monetary fine or penalty of $5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of $100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the Central Contractor Registration database at http://www.ccr.gov (see 52.204-7).

(End of Provision)

GENERAL CONDITIONS

4.1 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JAN 2011)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database at http://www.ccr.gov.

(b)(1) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(2) The Contractor will have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3)(i) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(ii) As required by section 3010 of Public Law 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(End of Clause)

4.2 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 485 calendar days after receipr of the Notice to Proceed. The time stated for completion shall include final cleanup of the premises.

(End of Clause)

4.3 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (APR 2009)

(a) Definitions. As used in this clause-

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and

qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts-

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at http://www.sba.gov/services/contractingopportunities/sizestandardstopics/.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it [ ] is, [ ] is not a small business concern under NAICS Code 236220 assigned to contract number .

[Contractor to sign and date and insert authorized signer's name and title].

(End of Clause)

4.4 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)

(a) During the term of this contract, the Contractor shall post an employee notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR 471.2(d) and (f).

(1) Physical posting of the employee notice shall be in conspicuous places in and about the Contractor's plants and offices so that the notice is prominent and readily seen by employees who are covered by the National Labor Relations Act and engage in activities related to the performance of the contract.

(2) If the Contractor customarily posts notices to employees electronically, then the Contractor shall also post the required notice electronically by displaying prominently, on any Web site that is maintained by the Contractor and is customarily used for notices to employees about terms and conditions of employment, a link to the Department of Labor's Web site that contains the full text of the poster. The link to the Department's Web site, as referenced in (b)(3) of this section, must read, "Important Notice about Employee Rights to Organize and Bargain Collectively with Their Employers."

(b) This required employee notice, printed by the Department of Labor, may be-

(1) Obtained from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW., Room N-5609, Washington, DC 20210, (202) 693-0123, or from any field office of the Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Provided by the Federal contracting agency if requested;

(3) Downloaded from the Office of Labor-Management Standards Web site at http://www.dol.gov/olms/regs/compliance/EO13496.htm; or

(4) Reproduced and used as exact duplicate copies of the Department of Labor's official poster.

(c) The required text of the employee notice referred to in this clause is located at Appendix A, Subpart A, 29 CFR Part 471.

(d) The Contractor shall comply with all provisions of the employee notice and related rules, regulations, and orders of the Secretary of Labor.

(e) In the event that the Contractor does not comply with the requirements set forth in paragraphs (a) through (d) of this clause, this contract may be terminated or suspended in whole or in part, and the

Contractor may be suspended or debarred in accordance with 29 CFR 471.14 and subpart 9.4. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 471, which implements Executive Order 13496 or as otherwise provided by law.

(f) Subcontracts.

(1) The Contractor shall include the substance of this clause, including this paragraph (f), in every subcontract that exceeds $10,000 and will be performed wholly or partially in the United States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor.

(2) The Contractor shall not procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this clause.

(3) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance.

(4) However, if the Contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of Clause)

4.5 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2009)

(a) Definitions. As used in this clause--

"Commercially available off-the-shelf (COTS) item"--

(1) Means any item of supply that is--

(i) A commercial item (as defined in paragraph (1) of the definition at 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46U.S.C. App. 1702), such as agricultural products and petroleum products. Per 46 CFR 525.1(c)(2), "bulk cargo" means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

"Employee assigned to the contract" means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 22.1803. An employee is not considered to be directly performing work under a contract if the employee--

(1) Normally performs support work, such as indirect or overhead functions; and

(2) Does not perform any substantial duties applicable to the contract.

"Subcontract" means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

"Subcontractor" means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

"United States", as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

(b) Enrollment and verification requirements.

(1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall--

(i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;

(ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and

(iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of--

(i) All new employees.

(A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under

a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of--

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.

(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

(c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

(d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee--

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that--

(1) Is for--

(i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or

(ii) Construction;

(2) Has a value of more than $3,000; and

(3) Includes work performed in the United States.

(End of Clause)

4.6 52.223-15 ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (DEC 2007)

(a) Definition. As used in this clause--

"Energy-efficient product"--

(1) Means a product that--

(i) Meets Department of Energy and Environmental Protection Agency criteria for use of the Energy Star trademark label; or

(ii) Is in the upper 25 percent of efficiency for all similar products as designated by the Department of Energy's Federal Energy Management Program.

(2) The term "product" does not include any energy-consuming product or system designed or procured for combat or combat-related missions (42 U.S.C. 8259b).

(b) The Contractor shall ensure that energy-consuming products are energy efficient products (i.e., ENERGY STAR products or FEMP-designated products) at the time of contract award, for products that are--

(1) Delivered;

(2) Acquired by the Contractor for use in performing services at a Federally-controlled facility;

(3) Furnished by the Contractor for use by the Government; or

(4) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance.

(c) The requirements of paragraph (b) apply to the Contractor (including any subcontractor) unless--

(1) The energy-consuming product is not listed in the ENERGY STAR Program or FEMP; or

(2) Otherwise approved in writing by the Contracting Officer.

(d) Information about these products is available for--

(1) ENERGY STAR at http://www.energystar.gov/products; and

(2) FEMP at http://www1.eere.energy.gov/femp/procurement/ eep_requirements.html (End of Clause)

4.7 52.228-5 INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective--

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of Clause)

4.8 SUPPLEMENTAL INSURANCE REQUIREMENTS

In accordance with FAR 28.307-2 and FAR 52.228-5, the following minimum coverage shall apply to this contract:

(a) Workers' compensation and employers liability: Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least $100,000 is required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(b) General Liability: $500,000.00 per occurrences.

(c) Automobile liability: $200,000.00 per person; $500,000.00 per occurrence and $20,000.00 property damage.

(d) The successful bidder must present to the Contracting Officer, prior to award, evidence of general liability insurance without any exclusionary clauses for asbestos that would void the general liability coverage.

(End of Clause)

4.9 VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008)

The bidder or offeror agrees that if a contract is awarded to him/her, as a result of this solicitation, he/she will not advertise the award of the contract in his/her commercial advertising in such a manner as to state or imply that the Department of Veterans Affairs endorses a product, project or commercial line of endeavor.

(End of Clause)

4.10 VAAR 852.203-71 DISPLAY OF DEPARTMENT OF VETERAN AFFAIRS HOTLINE POSTER (DEC 1992)

(a) Except as provided in paragraph (c) below, the Contractor shall display prominently, in common work areas within business segments performing work under VA contracts, Department of Veterans Affairs Hotline posters prepared by the VA Office of Inspector General.

(b) Department of Veterans Affairs Hotline posters may be obtained from the VA Office of Inspector General (53E), P.O. Box 34647, Washington, DC 20043-4647.

(c) The Contractor need not comply with paragraph (a) above if the Contractor has established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(End of Clause)

4.11 VAAR 852.219-10 VA NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (DEC 2009)

(a) Definition. For the Department of Veterans Affairs, "Service-disabled veteran-owned small business concern":

(1) Means a small business concern:

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans (or eligible surviving spouses);

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans (or eligible surviving spouses) or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran;

(iii) The business meets Federal small business size standards for the applicable North American Industry Classification System (NAICS) code identified in the solicitation document; and

(iv) The business has been verified for ownership and control and is so listed in the Vendor Information Pages database, (http://www.VetBiz.gov).

(2) "Service-disabled veteran" means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

(b) General. (1) Offers are solicited only from service-disabled veteran-owned small business concerns. Offers received from concerns that are not service-disabled veteran-owned small business concerns shall not be considered.

(2) Any award resulting from this solicitation shall be made to a service-disabled veteran-owned small business concern.

(c) Agreement. A service-disabled veteran-owned small business concern agrees that in the performance of the contract, in the case of a contract for:

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other eligible service-disabled veteran-owned small business concerns;

(2) Supplies (other than acquisition from a nonmanufacturer of the supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other eligible service-disabled veteran-owned small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other eligible service-disabled veteran-owned small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other eligible service-disabled veteran-owned small business concerns.

(d) A joint venture may be considered a service-disabled veteran owned small business concern if--

(1) At least one member of the joint venture is a service-disabled veteran-owned small business concern, and makes the following representations: That it is a service-disabled veteran-owned small business concern, and that it is a small business concern under the North American Industry Classification Systems (NAICS) code assigned to the procurement;

(2) Each other concern is small under the size standard corresponding to the NAICS code assigned to the procurement; and

(3) The joint venture meets the requirements of paragraph 7 of the explanation of Affiliates in 19.101 of the Federal Acquisition Regulation.

(4) The joint venture meets the requirements of 13 CFR 125.15(b).

(e) Any service-disabled veteran-owned small business concern (non-manufacturer) must meet the requirements in 19.102(f) of the Federal Acquisition Regulation to receive a benefit under this program.

(End of Clause)

4.12 VAAR 852.228-70 BOND PREMIUM ADJUSTMENT (JAN 2008)

When net changes in original contract price affect the premium of a Corporate Surety Bond by $5 or more, the Government, in determining the basis for final settlement, will provide for bond premium adjustment computed at the rate shown in the bond.

(End of Clause)

4.13 VAAR 852.236-71 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (JUL 2002)

The clause entitled "Specifications and Drawings for Construction" in FAR 52.236-21 is supplemented as follows:

(a) The contracting officer's interpretation of the drawings and specifications will be final, subject to the disputes clause.

(b) Large scale drawings supersede small scale drawings.

(c) Dimensions govern in all cases. Scaling of drawings may be done only for general location and general size of items.

(d) Dimensions shown of existing work and all dimensions required for work that is to connect with existing work shall be verified by the contractor by actual measurement of the existing work. Any work at variance with that specified or shown in the drawings shall not be performed by the contractor until approved in writing by the contracting officer.

(End of Clause)

4.14 VAAR 852.236-74 INSPECTION OF CONSTRUCTION (JUL 2002)

The clause entitled "Inspection of Construction" in FAR 52.246-12 is supplemented as follows:

(a) Inspection of materials and articles furnished under this contract will be made at the site by the resident engineer, unless otherwise provided for in the specifications.

(b) Final inspection will not be made until the contract work is ready for beneficial use or occupancy. The contractor shall notify the contracting officer, through the resident engineer, fifteen (15) days prior to the date on which the work will be ready for final inspection.

(End of Clause)

4.15 VAAR 852.236-76 CORRESPONDENCE (APR 1984)

All correspondence relative to this contract shall bear Specification Number, Project Number, Department of Veterans Affairs Contract Number, title of project and name of facility.

(End of Clause)

4.16 VAAR 852.236-77 REFERENCE TO "STANDARDS" (JUL 2002)

Any materials, equipment, or workmanship specified by references to number, symbol, or title of any specific Federal, Industry or Government Agency Standard Specification shall comply with all applicable provisions of such standard specifications, except as limited to type, class or grade, or modified in contract specifications. Reference to "Standards" referred to in the contract specifications, except as modified, shall have full force and effect as though printed in detail in specifications.

(End of Clause)

4.17 VAAR 852.236-78 GOVERNMENT SUPERVISION (APR 1984)

(a) The work will be under the direction of the Department of Veterans Affairs contracting officer, who may designate another VA employee to act as resident engineer at the construction site.

(b) Except as provided below, the resident engineer's directions will not conflict with or change contract requirements.

(c) Within the limits of any specific authority delegated by the contracting officer, the resident engineer may, by written direction, make changes in the work. The contractor shall be advised of the extent of such authority prior to execution of any work under the contract.

(End of Clause)

4.18 VAAR 852.236-79 DAILY REPORT OF WORKERS AND MATERIAL (APR 1984)

The contractor shall furnish to the resident engineer each day a consolidated report for the preceding work day in which is shown the number of laborers, mechanics, foremen/forewomen and pieces of heavy equipment used or employed by the contractor and subcontractors. The report shall bear the name of the firm, the branch of work which they perform such as concrete, plastering, masonry, plumbing, sheet metal work, etc. The report shall give a breakdown of employees by crafts, location where employed, and work performed. The report shall also list materials delivered to the site on the date covered by the report.

(End of Clause)

4.19 VAAR 852.236-80 SUBCONTRACTS AND WORK COORDINATION (APR 1984)

(a) Nothing contained in this contract shall be construed as creating any contractual relationship between any subcontractor and the Government. Divisions or sections of specifications are not intended to control the contractor in dividing work among subcontractors, or to limit work performed by any trade.

(b) The contractor shall be responsible to the Government for acts and omissions of his/her own employees, and of the subcontractors and their employees. The contractor shall also be responsible for coordination of the work of the trades, subcontractors, and material suppliers.

(c) The Government or its representatives will not undertake to settle any differences between the contractor and subcontractors or between subcontractors.

(d) The Government reserves the right to refuse to permit employment on the work or require dismissal from the work of any subcontractor who, by reason of previous unsatisfactory work on

Department of Veterans Affairs projects or for any other reason, is considered by the contracting officer to be incompetent or otherwise objectionable.

(End of Clause)

4.20 VAAR 852.236-82 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (WITHOUT NAS) (APR 1984)

(a) Retainage:

(1) The contracting officer may retain funds:

(i) Where performance under the contract has been determined to be deficient or the contractor has performed in an unsatisfactory manner in the past; or

(ii) As the contract nears completion, to ensure that deficiencies will be corrected and that completion is timely.

(2) Examples of deficient performance justifying a retention of funds include, but are not restricted to, the following:

(i) Unsatisfactory progress as determined by the contracting officer;

(ii) Failure to meet schedule in Schedule of Work Progress;

(iii) Failure to present submittals in a timely manner; or

(iv) Failure to comply in good faith with approved subcontracting plans, certifications, or contract requirements.

(3) Any level of retention shall not exceed 10 percent either where there is determined to be unsatisfactory performance, or when the retainage is to ensure satisfactory completion. Retained amounts shall be paid promptly upon completion of all contract requirements, but nothing contained in this subparagraph shall be construed as limiting the contracting officer's right to withhold funds under other provisions of the contract or in accordance with the general law and regulations regarding the administration of Government contracts.

(b) The contractor shall submit a schedule of cost to the contracting officer for approval within 30 calendar days after date of receipt of notice to proceed. Such schedule will be signed and submitted in triplicate. The approved cost schedule will be one of the bases for determining progress payments to the contractor for work completed. This schedule shall show cost by the branches of work for each building or unit of the contract, as instructed by the resident engineer.

(1) The branches shall be subdivided into as many sub-branches as are necessary to cover all component parts of the contract work.

(2) Costs as shown on this schedule must be true costs and, should the resident engineer so desire, he/she may require the contractor to submit the original estimate sheets or other information to substantiate the detailed makeup of the schedule.

(3) The sum of the sub-branches, as applied to each branch, shall equal the total cost of such branch. The total cost of all branches shall equal the contract price.

(4) Insurance and similar items shall be prorated and included in the cost of each branch of the work.

(5) The cost schedule shall include separate cost information for the systems listed in the table in this paragraph (b)(5). The percentages listed below are proportions of the cost listed in the contractor's cost schedule and identify, for payment purposes, the value of the work to adjust, correct and test systems after the material has been installed. Payment of the listed percentages will be made only after the contractor has demonstrated that each of the systems is substantially complete and operates as required by the contract.

VALUE OF ADJUSTING, CORRECTING, AND TESTING SYSTEM

System	Percent
Pneumatic tube system	10
Incinerators (medical waste and trash)	5
Sewage treatment plant equipment	5
Water treatment plant equipment	5
Washers (dish, cage, glass, etc.)	5
Sterilizing equipment	5
Water distilling equipment	5
Prefab temperature rooms (cold, constant temperature)	5
Entire air-conditioning system (Specified under 600 Sections)	5
Entire boiler plant system (specified under 700 Sections)	5
General supply conveyors	10
Food service conveyors	10
Pneumatic soiled linen and trash system	10
Elevators and dumbwaiters	10
Materials transport system	10
Engine-generator system	5
Primary switchgear	5

Secondary switchgear	5
Fire alarm system	5
Nurse call system	5
Intercom system	5
Radio system	5
TV (entertainment) system	5

(c) In addition to this cost schedule, the contractor shall submit such unit costs as may be specifically requested. The unit costs shall be those used by the contractor in preparing his/her bid and will not be binding as pertaining to any contract changes.

(d) The contracting officer will consider for monthly progress payments material and/or equipment procured by the contractor and stored on the construction site, as space is available, or at a local approved location off the site, under such terms and conditions as such officer approves, including but not limited to the following:

(1) The material or equipment is in accordance with the contract requirements and/or approved samples and shop drawings.

(2) Only those materials and/or equipment as are approved by the resident engineer for storage will be included.

(3) Such materials and/or equipment will be stored separately and will be readily available for inspection and inventory by the resident engineer.

(4) Such materials and/or equipment will be protected against weather, theft and other hazards and will not be subjected to deterioration.

(5) All of the other terms, provisions, conditions and covenants contained in the contract shall be and remain in full force and effect as therein provided.

(6) A supplemental agreement will be executed between the Government and the contractor with the consent of the contractor's surety for off-site storage.

(e) The contractor, prior to receiving a progress or final payment under this contract, shall submit to the contracting officer a certification that the contractor has made payment from proceeds of prior payments, or that timely payment will be made from the proceeds of the progress or final payment then due, to subcontractors and suppliers in accordance with the contractual arrangements with them.

(f) The Government reserves the right to withhold payment until samples, shop drawings, engineer's certificates, additional bonds, payrolls, weekly statements of compliance, proof of title, nondiscrimination compliance reports, or any other things required by this contract, have been submitted to the satisfaction of the contracting officer.

(End of Clause)

4.21 VAAR 852.236-84 SCHEDULE OF WORK PROGRESS (NOV 1984)

(a) The contractor shall submit with the schedule of costs, a progress schedule that indicates the anticipated installation of work versus the elapsed contract time, for the approval of the contracting officer. The progress schedule time shall be represented in the form of a bar graph with the contract time plotted along the horizontal axis. The starting date of the schedule shall be the date the contractor receives the "Notice to Proceed." The ending date shall be the original contract completion date. At a minimum, both dates shall be indicated on the progress schedule. The specific item of work, i.e., "Excavation", "Floor Tile", "Finish Carpentry", etc., should be plotted along the vertical axis and indicated by a line or bar at which time(s) during the contract this work is scheduled to take place. The schedule shall be submitted in triplicate and signed by the contractor.

(b) The actual percent completion will be based on the value of installed work divided by the current contract amount. The actual completion percentage will be indicated on the monthly progress report.

(c) The progress schedule will be revised when individual or cumulative time extensions of 15 calendar days or more are granted for any reason. The revised schedule should indicate the new contract completion date and should reflect any changes to the installation time(s) of the items of work affected.

(d) The revised progress schedule will be used for reporting future scheduled percentage completion.

(End of Clause)

4.22 VAAR 852.236-85 SUPPLEMENTARY LABOR STANDARDS PROVISIONS (APR 1984)

(a) The wage determination decision of the Secretary of Labor is set forth in section GR, General Requirements, of this contract. It is the result of a study of wage conditions in the locality and establishes the minimum hourly rates of wages and fringe benefits for the described classes of labor in accordance with applicable law. No increase in the contract price will be allowed or authorized because of payment of wage rates in excess of those listed.

(b) The contractor shall submit the required copies of payrolls to the contracting officer through the resident engineer or engineer officer, when acting in that capacity. Department of Labor Form WH- 347, Payroll, available from the Superintendent of Documents, Government Printing Office, Washington, DC 20402, may be used for this purpose. If, however, the contractor or subcontractor elects to use an individually composed payroll form, it shall contain the same information shown on Form WH-347, and in addition be accompanied by Department of Labor Form WH-348, Statement of Compliance, or any other form containing the exact wording of this form.

(End of Clause)

4.23 VAAR 852.236-86 WORKER'S COMPENSATION (JAN 2008)

Public Law 107-217 (40 U.S.C. 3172) authorizes the constituted authority of States to apply their workers compensation laws to all lands and premises owned or held by the United States.

(End of Clause)

4.24 VAAR 852.236-87 ACCIDENT PREVENTION (SEP 1993)

The Resident Engineer on all assigned construction projects, or other Department of Veterans Affairs employee if designated in writing by the Contracting Officer, shall serve as Safety Officer and as such has authority, on behalf of the Contracting Officer, to monitor and enforce Contractor compliance with FAR 52.236-13, Accident Prevention. However, only the Contracting Officer may issue an order to stop all or part of the work while requiring satisfactory or corrective action to be taken by the Contractor.

(End of Clause)

4.25 VAAR 852.236-88 CONTRACT CHANGES--SUPPLEMENT (JUL 2002)

(a) Paragraphs (a)(1) through (a)(4) apply to proposed contract changes costing over $500,000.

(1) When requested by the contracting officer, the contractor shall submit proposals for changes in work to the resident engineer. Proposals, to be submitted as expeditiously as possible but within 30 calendar days after receipt of request, shall be in legible form, original and two copies, with an itemized breakdown that will include material, quantities, unit prices, labor costs (separated into trades), construction equipment, etc. (Labor costs are to be identified with specific material placed or operation performed.) The contractor must obtain and furnish with a proposal an itemized breakdown as described above, signed by each subcontractor participating in the change regardless of tier. When certified cost or pricing data are required under FAR Subpart 15.403, the cost or pricing data shall be submitted in accordance with FAR 15.403-5.

(2) When the necessity to proceed with a change does not allow sufficient time to negotiate a modification or because of failure to reach an agreement, the contracting officer may issue a change order instructing the contractor to proceed on the basis of a tentative price based on the best estimate available at the time, with the firm price to be determined later. Furthermore, when the change order is issued, the contractor shall submit a proposal, which includes the information required by paragraph (a)(1), for cost of changes in work within 30 calendar days.

(3) The contracting officer will consider issuing a settlement by determination to the contract if the contractor's proposal required by paragraphs (a)(1) or (a)(2) of this clause is not received within 30 calendar days or if agreement has not been reached.

(4) Bond premium adjustment, consequent upon changes ordered, will be made as elsewhere specified at the time of final settlement under the contract and will not be included in the individual change.

(b) Paragraphs (b)(1) through (b)(11) apply to proposed contract changes costing $500,000 or less:

(1) When requested by the contracting officer, the contractor shall submit proposals for changes in work to the resident engineer. Proposals, to be submitted as expeditiously as possible but within 30 calendar days after receipt of request, shall be in legible form, original and two copies, with an itemized breakdown that will include material, quantities, unit prices, labor costs (separated into trades), construction equipment, etc. (Labor costs are to be identified with specific material placed or operation performed.) The contractor must obtain and furnish with a proposal an itemized breakdown as described above, signed by each subcontractor participating in the change regardless of tier. When certified cost or pricing data or information other than cost or pricing data are required under FAR 15.403, the data shall be submitted in accordance with FAR 15.403-5. No itemized breakdown will be required for proposals amounting to less than $1,000.

(2) When the necessity to proceed with a change does not allow sufficient time to negotiate a modification or because of failure to reach an agreement, the contracting officer may issue a change order instructing the contractor to proceed on the basis of a tentative price based on the best estimate available at the time, with the firm price to be determined later. Furthermore, when the change order is issued, the contractor shall submit within 30 calendar days, a proposal that includes the information required by paragraph (b)(1) for the cost of the changes in work.

(3) The contracting officer will consider issuing a settlement by determination to the contract if the contractor's proposal required by paragraphs (b)(1) or (b)(2) of this clause is not received within 30 calendar days, or if agreement has not been reached.

(4) Allowances not to exceed 10 percent each for overhead and profit for the party performing the work will be based on the value of labor, material, and use of construction equipment required to accomplish the change. As the value of the change increases, a declining scale will be used in negotiating the percentage of overhead and profit. Allowable percentages on changes will not exceed the following: 10 percent overhead and 10 percent profit on the first $20,000; 7-1/2 percent overhead and 7-1/2 percent profit on the next $30,000; 5 percent overhead and 5 percent profit on balance over $50,000. Profit shall be computed by multiplying the profit percentage by the sum of the direct costs and computed overhead costs.

(5) The prime contractor's or upper-tier subcontractor's fee on work performed by lower-tier subcontractors will be based on the net increased cost to the prime contractor or upper-tier subcontractor, as applicable. Allowable fee on changes will not exceed the following: 10 percent fee on the first $20,000; 7-1/2 percent fee on the next $30,000; and 5 percent fee on balance over $50,000.

(6) Not more than four percentages, none of which exceed the percentages shown above, will be allowed regardless of the number of tiers of subcontractors.

(7) Where the contractor's or subcontractor's portion of a change involves credit items, such items must be deducted prior to adding overhead and profit for the party performing the work. The contractor's fee is limited to the net increase to contractor of subcontractors' portions cost computed in accordance herewith.

(8) Where a change involves credit items only, a proper measure of the amount of downward adjustment in the contract price is the reasonable cost to the contractor if he/she had performed the deleted work. A reasonable allowance for overhead and profit are properly includable as part of the downward adjustment for a deductive change. The amount of such allowance is subject to negotiation.

(9) Cost of Federal Old Age Benefit (Social Security) tax and of Worker's Compensation and Public Liability insurance appertaining to changes are allowable. While no percentage will be allowed thereon for overhead or profit, prime contractor's fee will be allowed on such items in subcontractors' proposals.

(10) Overhead and contractor's fee percentages shall be considered to include insurance other than mentioned herein, field and office supervisors and assistants, security police, use of small tools, incidental job burdens, and general home office expenses and no separate allowance will be made therefore. Assistants to office supervisors include all clerical, stenographic and general office help. Incidental job burdens include, but are not necessarily limited to, office equipment and supplies, temporary toilets, telephone and conformance to OSHA requirements. Items such as, but not necessarily limited to, review and coordination, estimating and expediting relative to contract changes are associated with field and office supervision and are considered to be included in the contractor's overhead and/or fee percentage.

(11) Bond premium adjustment, consequent upon changes ordered, will be made as elsewhere specified at the time of final settlement under the contract and will not be included in the individual change.

(End of Clause)

4.26 VAAR 852.236-91 SPECIAL NOTES (JUL 2002)

(a) Signing of the bid shall be deemed to be a representation by the bidder that:

(1) Bidder is a construction contractor who owns, operates, or maintains a place of business, regularly engaged in construction, alteration, or repair of buildings, structures, and communications facilities, or other engineering projects, including furnishing and installing of necessary equipment; or

(2) If newly entering into a construction activity, bidder has made all necessary arrangements for personnel, construction equipment, and required licenses to perform construction work; and

(3) Upon request, prior to award, bidder will promptly furnish to the Government a statement of facts in detail as to bidder's previous experience (including recent and current contracts), organization (including company officers), technical qualifications, financial resources and facilities available to perform the contemplated work.

(b) Unless otherwise provided in this contract, where the use of optional materials or construction is permitted, the same standard of workmanship, fabrication and installation shall be required irrespective of which option is selected. The contractor shall make any change or adjustment in connecting work or otherwise necessitated by the use of such optional material or construction, without additional cost to the Government.

(c) When approval is given for a system component having functional or physical characteristics different from those indicated or specified, it is the responsibility of the contractor to furnish and install related components with characteristics and capacities compatible with the approved substitute component as required for systems to function as noted on drawings and specifications. There shall be no additional cost to the Government.

(d) In some instances it may have been impracticable to detail all items in specifications or on drawings because of variances in manufacturers' methods of achieving specified results. In such instances the contractor will be required to furnish all labor, materials, drawings, services and connections necessary to produce systems or equipment which are completely installed, functional, and ready for operation by facility personnel in accordance with their intended use.

(e) Claims by the contractor for delay attributed to unusually severe weather must be supported by climatological data covering the period and the same period for the 10 preceding years. When the weather in question exceeds in intensity or frequency the 10-year average, the excess experienced shall be considered "unusually severe." Comparison shall be on a monthly basis. Whether or not unusually severe weather in fact delays the work will depend upon the effect of weather on the branches of work being performed during the time under consideration.

(End of Clause)

4.27 VAAR 852.246-74 SPECIAL WARRANTIES (JAN 2008)

The clause entitled "Warranty of Construction" in FAR 52.246-21 is supplemented as follows:

Any special warranties that may be required under the contract shall be subject to the elections set forth in the FAR clause at 52.246-21, Warranty of Construction, unless otherwise provided for in such special warranties.

(End of Clause)

4.28 VAAR 852.273-76 ELECTRONIC INVOICE SUBMISSION (Interim - October 2008)

(a) To improve the timeliness of payments and lower overall administrative costs, VA strongly encourages contractors to submit invoices using its electronic invoicing system. At present, electronic submission is voluntary and any nominal registration fees will be the responsibility of the contractor. VA intends to mandate electronic invoice submission, subject to completion of the federal rulemaking process. At present, VA is using a 3rd party agent to contact contractors regarding this service. During the voluntary period, contractors interested in registering for the electronic system should contact the VA's Financial Services Center at http://www.fsc.va.gov/einvoice.asp.

4.29 MANDATORY WRITTEN DISCLOSURES

Mandatory written disclosures required by FAR clause 52.203-13 to the Department of Veterans Affairs, Office of Inspector General (OIG) must be made electronically through the VA OIG Hotline at http://www.va.gov/oig/contacts/hotline.asp and clicking on "FAR clause 52.203-13 Reporting." If you experience difficulty accessing the website, call the Hotline at 1-800-488-8244 for further instructions.

4.30 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

http://www.acquisition.gov/far/index.html
http://www.va.gov/oamm/oa/ars/policyreg/vaar/index.cfm

(End of Clause)

52.202-1	DEFINITIONS	JUL 2004
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP 2006
52.203-7	ANTI-KICKBACK PROCEDURES	OCT 2010
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR	JAN 1997

	IMPROPER ACTIVITY	
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT 2010
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	APR 2010
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	MAY 2011
52.204-7	CENTRAL CONTRACTOR REGISTRATION	APR 2008
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	JUL 2010
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	DEC 2010
52.210-1	MARKET RESEARCH	APR 2011
52.215-2	AUDIT AND RECORDS--NEGOTIATION	OCT 2010
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	JAN 2011
52.222-3	CONVICT LABOR	JUN 2003
52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT-OVERTIME COMPENSATION	JUL 2005
52.222-6	DAVIS-BACON ACT	JUL 2005
52.222-7	WITHHOLDING OF FUNDS	FEB 1988
52.222-8	PAYROLLS AND BASIC RECORDS	JUN 2010
52.222-9	APPRENTICES AND TRAINEES	JUL 2005
52.222-10	COMPLIANCE WITH COPELAND ACT REQUIREMENTS	FEB 1988
52.222-11	SUBCONTRACTS (LABOR STANDARDS)	JUL 2005
52.222-12	CONTRACT TERMINATION - DEBARMENT	FEB 1988
52.222-13	COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS	FEB 1988
52.222-14	DISPUTES CONCERNING LABOR STANDARDS	FEB 1988
52.222-15	CERTIFICATION OF ELIGIBILITY	FEB 1988
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	MAR 2007
52.222-27	AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION	FEB 1999
52.222-35	EQUAL OPPORTUNITY FOR VETERANS	SEP 2010
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	OCT 2010
52.222-37	EMPLOYMENT REPORTS ON VETERANS	SEP 2010
52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB 2009
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION ALTERNATE I (MAY 2011) AND ALTERNATE II (MAY 2011)	MAY 2011
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG 2011
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008
52.227-1	AUTHORIZATION AND CONSENT	DEC 2007

52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC 2007
52.227-4	PATENT INDEMNITY--CONSTRUCTION CONTRACTS	DEC 2007
52.228-2	ADDITIONAL BOND SECURITY	OCT 1997
52.228-11	PLEDGES OF ASSETS	SEP 2009
52.228-12	PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS	OCT 1995
52.228-14	IRREVOCABLE LETTER OF CREDIT	DEC 1999
52.228-15	PERFORMANCE AND PAYMENT BONDS--CONSTRUCTION	OCT 2010
52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR 2003
52.232-5	PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS	SEP 2002
52.232-17	INTEREST	OCT 2010
52.232-23	ASSIGNMENT OF CLAIMS ALTERNATE I (APR 1984)	JAN 1986
52.232-27	PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS	OCT 2008
52.232-34	PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER THAN CENTRAL CONTRACTOR REGISTRATION	MAY 1999
52.233-1	DISPUTES	JUL 2002
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.236-2	DIFFERING SITE CONDITIONS	APR 1984
52.236-3	SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK	APR 1984
52.236-5	MATERIAL AND WORKMANSHIP	APR 1984
52.236-6	SUPERINTENDENCE BY THE CONTRACTOR	APR 1984
52.236-7	PERMITS AND RESPONSIBILITIES	NOV 1991
52.236-8	OTHER CONTRACTS	APR 1984
52.236-9	PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS	APR 1984
52.236-10	OPERATIONS AND STORAGE AREAS	APR 1984
52.236-11	USE AND POSSESSION PRIOR TO COMPLETION	APR 1984
52.236-12	CLEANING UP	APR 1984
52.236-13	ACCIDENT PREVENTION	NOV 1991
52.236-14	AVAILABILITY AND USE OF UTILITY SERVICES	APR 1984
52.236-17	LAYOUT OF WORK	APR 1984
52.236-21	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION ALTERNATE I (APR 1984)	FEB 1997
52.236-26	PRECONSTRUCTION CONFERENCE	FEB 1995
52.242-13	BANKRUPTCY	JUL 1995
52.242-14	SUSPENSION OF WORK	APR 1984
52.243-4	CHANGES	JUN 2007
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	DEC 2010
52.246-12	INSPECTION OF CONSTRUCTION	AUG 1996

52.246-21	WARRANTY OF CONSTRUCTION	MAR 1994
52.248-3	VALUE ENGINEERING--CONSTRUCTION	OCT 2010
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE) ALTERNATE I (SEPT 1996)	MAY 2004
52.249-10	DEFAULT (FIXED-PRICE CONSTRUCTION)	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

DESIGN BUILD SPECIFICATIONS

4.31 SCHEDULE OF PAYMENTS FOR DESIGN SERVICES

Final Payment: Upon completion of the final inspection and acceptance of the project by the Government, delivery to the Government of the final record drawings and specifications, design details, calculations, shop drawings and executed Release of Claims (attachment I),the Contractor shall be paid the unpaid balance due for all phases of design work under this contract. An amount equal to five (5) percent of the design services cost shown on the schedule of payments shall be retained until VA acceptance of the record drawings.

4.32 OWNERSHIP OF ORIGINAL DOCUMENTS

All designs, drawings, specifications, notes, and other work developed in the performance of this contract shall be and remain the sole property of the Government and may be used on any other work without additional compensation to the Contractor. With respect thereto, the Contractor agrees not to asset any rights and to establish any claim under the design patent or copyright laws. The Contractor, for a period of 3 years after completion of the project, agrees to furnish and provide access to all retained materials on the request of the Contracting Officer. Unless otherwise provided in this contract, the Contractor shall have the right to retain copies of all such materials beyond such period.

4.33 RETENTION OF REVIEW DOCUMENTS

The Contractor shall keep one copy of all review documents containing VA remarks until final completion of the construction contract and a release of claims is signed unless, before that time, the VA directs the Contractor to forward certain documents to the Government. The VA will notify the Contractor in writing after the release of claims is finalized after which time the Contractor may dispose of such documents that remain in its possession.

4.34 CONTRACT DRAWINGS AND SPECIFICATIONS GOVERNMENT FURNISHED PLANNING INFORMATION

(a) Master Plan Requirements: The requirements of the master plan for the project as depicted by the preliminary drawings shall be followed in the development and preparation of the Contract Drawings and Specification. Deviations may be made in functional relationship and general size or configuration of the building and rooms as established by the preliminary plans only upon written approval of the Contracting Officer. The architectural preliminary drawings are dimensioned to establish the building size and gross area, including the exterior walls, or the medical facility.

(b) Standards: The Contractor shall follow specifications included in the RFP (Request for Proposal) in preparing the Contract Drawings and Specifications for the project. However, should the Contractor determine that a deviation from such standards and specifications is necessary or beneficial to the Government, he shall submit a request in writing to the Contracting Officer for permission to make the deviation. The request shall include an explanation of the specific reasons for the desired change and benefits expected.

(c) Verify Accuracy of Planning Information: The Contractor shall visit the project site of verify the information shown on the Government-Furnished preliminary drawings and other planning documents which are part of this contract. This information is the best available but the Government does not guarantee its accuracy or completeness.

(d) Discrepancies in Planning Information: The Contractor shall promptly report to the Contracting Officer in writing any discrepancy between this contract and the planning information provided by the Government. The Contractor shall make no adjustments to his work due to the discrepancy before the Contracting Officer has reviewed the matter and forwarded this determination to the Contractor. The Contractor's failure to report any such discrepancy or to wait for the Contracting Officer's determination shall be at his risk and expense.

4.35 COORDINATION WITH MEDICAL CENTER

Before starting any work on the Veterans Administration Medical Center, the Contractor shall consult with the Resident Engineer and secure his permission to start the work. The Contractor shall perform the work within the parameters established by the Resident Engineer Contractor shall not interfere with the normal functioning of the Medical Center.

4.36 RESPONSIBILITY OF THE DESIGN-BUILD CONTRACTOR

(a) The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Contractor under this contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services.

(b) Neither the Government's review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising our of the performance of this contract, and the Contractor shall be and remain liable to the Government in accordance with applicable law for all damages to the Government caused by the Contractor's negligent performance of any of the services furnished under this contract.

(c) The right and remedies of the Government provided for under this contract are in addition to any other rights and remedies provided by law.

(d) If the Contractor is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

A/E AND CONTRACTOR REQUIREMENTS FOR DESIGN-BUILD PROJECT
NEW SCIU/ HOSPITAL PARKING DECK
PROJECT NO: 509-325
AT THE VA MEDICAL CENTER, AUGUSTA, GA

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2. CONSTRUCTION PHASE

I. General Scope of Work

II. Construction Requirements

1. DESIGN PHASE

I. **GENERAL SCOPE OF WORK:** The consultant shall provide all architectural and engineering services as defined to accomplish complete contract drawings, specifications, technical reports and cost estimates for the following work:

A. Scope of Work:

EXAMPLE: AE to provide all labor, equipment and materials to produce a final design/working drawings. The project will provide a Parking Deck for the VAMC staff and handicapped patients/ visitors at the Downtown Division. The new Parking Deck will consist of:

- Ground floor capacity for at least 120 handicapped, high-top vehicles
- Upper floor capacity for at least 300 standard vehicle parking spaces
- One covered pedestrian bridge connecting the Parking Deck with the Bldg. 801 Hospital
- Use of energy efficient and/or renewable energy lighting
- Elevator service at each floor
- Structural foundation capacity to support additional parking levels in the future

The final design/working drawings must work within current VA, AIA and Joint Commission design requirements. The design will include equipment room shielding in compliance with the equipment manufacturer recommendations. All utilities to the facility must conform to the requirements of the equipment manufacturer.

The point of contact for this contract is Art Olson. Please submit any technical questions to him by phone (706) 733-0188, ext. 6061.

B. The following Investigative Work shall be included Within the Scope of this Project:

1. Provide any civil structural, architectural, electrical, mechanical and underground utility investigative work of existing systems necessary to insure the accuracy of your design.
2. Prepare any measured drawings of existing systems or facility required to insure the accuracy of your design.
3. The design plan must consider and accommodate the full operation of the VA Medical Center during construction of the Parking Deck.

C. Other

1. Complete review of all shop drawings or samples.
2. 25 site visits including the final. (Please include price for additional site visits should they be desired).
3. Reproduction costs - The cost of reproducing drawings and specifications and delivery to the VA Contracting Officer.

D. Energy Reduction Design

All VA Medical Centers have the task to reduce energy consumption by 3% per year until 2015. The Parking Deck design must utilize energy efficient equipment and systems. Renewable energy systems such as photovoltaic lighting with LED fixtures are an example.

II. TIME SCHEDULE, REVIEW AND SUBMITTAL REQUIREMENTS: The following specifies the documents, etc., required to be submitted by the consultant to the Resident Engineer/Contracting Officer for each scheduled review and the due dates for each submission. Dates indicated must be strictly adhered to:

A. 35% Review - Four sets of drawings, cost estimate and specifications required within 30 days of contract award.

1. Submittal Letter: A/E shall provide a submittal letter addressed to the Resident Engineer stating document submitted for the first review.

2. Specifications: A/E shall provide marked-list of Master Construction Specifications showing sections intended or used on this project.

3. Drawings: A/E shall provide drawings of the basic plan for each discipline involved showing scope of work in general. This shall include:

   a. A title sheet with drawing index and department index for all drawings.

   b. Measured drawings of existing systems and facilities to be demolished or retained.

   c. Layout of proposed new construction or functions including any alternatives, as required.

   d. Details are not required at this review.

4. Cost Estimate: A/E shall provide a preliminary cost estimate based on preliminary design.

5. Asbestos Abatement: Not applicable.

6. This submission will be reviewed and a review meeting held with the consultant within 10 working days of receiving the 35% package.

B. 75% Review - Four complete sets of specifications, drawings and cost estimate required 45 days from 35% Review Meeting.

1. Submittal Letter: A/E shall provide a submittal letter stating that the changes and corrections noted on the previous review have all been evaluated and incorporated in the documents submitted for the 35% review. List these documents.

2. Specifications: A/E shall provide a full set of marked up and assembled project specifications including all legal documents provided by the Contracting Officer.

3. Drawings: A/E shall provide a full set of project drawings showing the basic plan for each discipline involved as follows:

   a. All drawings developed for the previous reviews shall be detailed showing all ties, services and sizes as well as other required construction details.

   b. Show complete all room titles, room numbers, sizes, door schedules, finish schedules, elevations, legends and other schedule information.

   c. Also show complete details, notes, sizing computations of new services, equipment schedules, control diagrams, sections and locations.

4. Cost Estimate: A/E shall provide a detailed cost estimate and ensure that the following items are included:

   a. Certification that the quantities have been checked and found to be correct.

   b. All estimates shall be used on the most up-to-date working drawings available and shall be current as of the date of submission.

   c. Materials are priced at the contractor's buying level. Sales taxes, when applicable, will be added into material costs.

   d. Cost totals should reflect labor and materials separately and should be formatted as follows:

   Breakdown of all significant items by branch of work.

   Totals - labor and material for all branches of work.

   Contingencies - None

   Overhead and Profit - 10% to reflect variations of trades, project size, competition, etc.

   Total estimated cost.

5. This submission will be reviewed and a review meeting with the A/E held within 10 working days of receiving the 75% package.

C. 100% Review - Four complete sets of specifications, drawings and cost estimate required within 75 days of the 75% Review Meeting with a review meeting held within 7 days.

1. Submittal Letter: A/E shall provide a submittal letter stating that the changes and corrections noted on the previous reviews have all been evaluated and incorporated into the documents submitted for the 100% review. List these documents.

2. Specifications: A/E shall provide specifications complete, in accordance with the previous review requirements, with all review comments accounted for and ready for use as final contract documents. Specifications shall include bid forms and other legal requirements, provided by the Contracting Officer, for the A/E to assemble with the construction sections.

3. Drawings: A/E shall provide drawings/plans complete, in accordance with the previous review requirements, with all review comments accounted for and ready for use as final contract documents.

4. Cost Estimate: A/E shall provide a final cost estimate reflecting labor and materials for each branch of work based on take-offs of designed labor and materials. This will be the final cost estimate and should be labeled as such.

D. Final Submission: DUE 15 days after submission of 100% Review documents. After completion of all the 100% review comments and corrections, the preliminary design documents shall be prepared and shall include:

1. Submittal Letter:: A/E shall provide a submittal letter stating that the changes and corrections noted on the previous reviews have all been evaluated and incorporated in the documents submitted for the final submission. List these documents.

2. Four (4) complete sets of contract drawings and bound specifications including 3 sets of 1/2 sized prints. One (1) set of drawings provided in PDF format on compact disk. One (1) set of construction specifications provided in Word format on compact disk.

3. Final cost estimate based on revisions made at 100% review.

4. A final set of design calculations (where appropriate).

III. CONSTRUCTION PERIOD SERVICE REQUIREMENTS:

A. Review of Submittals: A/E shall review all material submittals, shop drawings and test reports (if required), etc. Reviews shall be completed and submittals returned to the Resident Engineer within 14 calendar days.

B. Review Analysis of Change Orders and Costs: A/E shall provide prompt response when contacted by the Resident Engineer to review and provide analysis of change orders and costs.

C. Site Visits: A/E shall provide 25 site visits plus the pre-construction conference and a three day final inspection when requested by the Resident Engineer. (Please include price for additional site visits should they be desired by the Resident Engineer).

D. "As-Built" Drawing Requirements: A/E shall provide a complete set of Auto CADD 2010 discs showing actual completed construction and reflecting any changes incorporated in the work. The VA shall provide marked-up prints provided by the contractor to the A/E showing actual construction and any changes which occurred during construction.

IV. **MATERIALS TO BE FURNISHED TO THE A/E BY THE VA:** The following items shall be furnished to the A/E when requested:

A. Access to prints of the station utility drawings and site plans. The accuracy of these drawings is not guaranteed and shall be used only for general information. Actual conditions must be field verified by the A/E.

B. Master Construction Specification shall be made available to the consultant on the VA web site. www.va.gov/facmgt/standard

C. One copy of the legal documents and bidding forms applicable to this project.

D. Guidelines for identifying the project drawing titles and numbers and CADD layering.

2. CONSTRUCTION PHASE

I. **GENERAL SCOPE OF WORK:** The construction contractor shall provide all materials, equipment and labor to complete the construction of NEW SCIU/ HOSPITAL PARKING DECK in accordance with the contract drawings and specifications provided for this project.

This project will provide a Parking Deck for the VAMC staff and handicapped patients/ visitors at the Downtown Division. The new Parking Deck will consist of:

- Ground floor capacity for at least 120 handicapped, high-top vehicles
- Upper floor capacity for at least 300 standard vehicle parking spaces
- One covered pedestrian bridge connecting the Parking Deck with the Bldg. 801 Hospital
- Use of energy efficient and/or renewable energy lighting
- Elevator service at each floor
- Structural foundation capacity to support additional parking levels in the future

II. CONSTRUCTION REQUIREMENTS

1. Provide daily on-site project management to coordinate all building trades and provide liaison for construction and VA Project Engineering. General Foreman will be designated and be on-site at all times with authority to act on behalf of the Design-Build firm.

2. Follow all Infection Control Risk Assessment (ICRA) guidelines for dust control during all construction work. A construction dust "Risk Assessment" will be conducted by the Medical Center's Infection Control Nurse. Temporary "dust" barriers may be installed based on this assessment. Inspections of barriers and work areas will be conducted by Infection Control Nurse, Safety Manager, and COTR to enforce implementation of risk assessment.

3. The construction contractor will provide barriers to separate the construction area from the patients, staff and visitors at the medical center. Special considerations will need to be considered for this design, such as shielding of the active walkways and parking spaces.

4. When installing equipment that requires a crane, work must be coordinated through VA Project Engineering and VA Police to close roadways – one week notice is required Submittals shall be sent to VA for approval (minimum five copies) before starting that portion of the work.

5. All equipment and materials shall be approved prior to being brought on job site.

6. Normal work hours are Monday through Friday 8:00 a.m. to 4:30 p.m. Contractor shall make prior arrangements to work earlier or later with Project Manager. Also, contractor shall make arrangements for sub- contractors to work in secured areas. VA will not grant access to subs, it is the responsibility of the contractor.

7. Daily logs are required the following date of each day worked.

8. When using special keys for access to roof, mechanical and electrical areas, and doors must be kept closed and locked while in such spaces.

9. Contractor must obtain a welding permit from VA Safety Office prior to any welding, soldering work and burning.

10. Contractor shall be issued Augusta VA Contractor badges before working in Medical Center. Badges must be worn at all times while on Site.

11. The work is in a professional environment, employees must conduct themselves accordingly. Employees shall not use abusive language, carry firearms, or bring alcoholic beverages on site. Employee's dress code shall consist of normal work uniform. Shirts must be worn at all times.

12. Contractor shall provide general clean up to construction area daily to the satisfaction of the VA Project Manager. Prior VAMC approval must be obtained by the contractor for locating a trash dumpster. The cost of the dumpster will be at the expense of the contractor.

13. The Hospital smoking policy is NO SMOKING WITHIN 35 FEET OF THE BUILDING.

14. OSHA and VA CONSTRUCTION SAFETY STANDARDS will be enforced. The Contractor Job Superintendant must have 30 hour OSHA Construction Safety course. Other construction trades must have a minimum of a 10 hour OSHA construction Safety course.

15. Contractor and any sub-contractors, suppliers and anyone else in the contractor's employ must observe all parking regulations of the Medical Center.

16. Contractor shall maintain a full set of as-built drawings during construction that shall be submitted to VA Project Engineer at project conclusion.

17. Start up, test, check and adjust all new units in the presence of the VA COTR.

18. Remove all demolished equipment and restore site.

END

EVALUATION CRITERIA FOR AWARD (IAW FAR 15.204-5(c))

Evaluation Criteria:

1. This acquisition will utilize a best value approach, in which the Government seeks to award to an offeror/ bidder who provides the greatest confidence that they will meet the Government's requirements affordably. The Best Value is the most advantageous offer, price and other factors considered, and consistent with the Government's stated importance of evaluation criteria. This may result in award being made to a high-rated, higher-priced offeror where the Contracting Officer determines that the technical capability and past performance of the higher-priced Offeror outweighs the cost difference. Contract award will be made to the responsible offeror/bidder whose proposal conforms to the solicitation requirements and will provide the best value to the Government, considering personnel, previous experience, schedule and cost/price. **For the purposes of this solicitation evaluation factors other than cost or price, when combined are more important than cost or price.**

Proposals that are unrealistic in terms of price may be rejected at any time during the evaluation process. **Offerors/bidder are cautioned to follow the detailed instructions fully and carefully, as the Government reserves the right to make an award based on initial offers received. The offeror's initial proposal should reflect their best effort.**

(a) Offerors are required to submit proposals addressing the Evaluation Factors 1-4 identified in par (b) below. Proposals will be evaluated and responsibility determination will be made in accordance with FAR 9.1.

(b) Evaluation Factors for Award:

Factor 1 – Personnel
Factor 2 – Previous Experience
Factor 3 – Schedule
Factor 4 – Price

(1) Factors are all of approximately equal importance. Factors 1 – 3 when combined are more important than price. Factors 1 – 3 will be evaluated using descriptive adjectives. The Government intends to make a single award to the contractor whose offer is in the best interest of the Government.

(2) The Government intends to award without discussions (except for exchanges as described in FAR 15.306(a); therefore, the Offeror's proposal should contain the Offeror's best terms from a price and technical standpoint. The Government reserves the right to enter into discussions if the Contracting Officer later determines such discussions to be necessary.

(c) Technical Proposal Submission: Offerors shall submit a technical proposal addressing Factors 1-3 as follows:

(1) **Factor 1 - Personnel:**

a. The proposal shall include a basic organizational chart to address at a minimum the critical personnel for the project: design architect, design engineer, design assistants, project manager, construction manager, and construction superintendent, as well as critical subcontractors proposed to accomplish the tasks required. For these individuals, the Offeror shall also supply brief biographical data including name of individual, company position, years with the company, work and educational background (including degrees, certificates and granting institutions), experience applicable to this project, and percentage of work week to be committed to this project. In addition, the Offeror shall demonstrate in narrative form how critical personnel will address and incorporate a Quality Assurance/Quality Control Plan and Safety Plan/Program.

b. Proposals shall include the organizational chart required in part (1)a. above and must include critical personnel that have performed in a similar role as proposed for this project on at least two (2) previous projects of comparable size and scope. Proposals must also address Quality Assurance/Quality Control and Safety Plan/Program.

c. QUALITY CONTROL- (In addition to the information required in this question, information on personnel, duties, responsibilities and lines of authority provided in response will be used in the evaluation of Quality Control.)

1. Discuss how quality issues will be dealt with on various types of construction projects. Include in the discussion as a minimum, meetings, inspections, submittal reviews, correction of non-compliant work and how you intend to ensure non-reoccurrence and reporting of quality problems to Government officials. (Note: A full Quality Control Plan will be required if you are awarded a contract and is NOT required with the proposal. If you do provide a plan, indicate if it is a draft for this contract or a sample from another project. Also, provide on this form the page numbers where the required information (list of minimum information above) can be found. If you fail to follow these instructions, your proposal may not be adequately evaluated.)

d. SAFETY

1: Discuss your Safety Program in general, and provide as a minimum, details on training, documentation, and your plan to ensure adherence to OSHA Standards. (Note: A full Safety Plan will be required if you are awarded a contract and is NOT required with the proposal. If you do provide a plan, indicate if it is a draft for this contract, a sample from another project or a corporate plan. Also, provide on this form the page numbers where the required information (listed above) can be found. If you fail to follow these instructions, your proposal may not be adequately evaluated.)

(2) **Factor 2 - Previous Experience/Past Performance:**

a. Offerors must provide information demonstrating that they have already successfully performed within the last three (3) years at least TWO (2) construction projects that involved: (a) Work as a Prime Contractor under the same NAICS code as this project; and (b) Work of a dollar amount that falls within the exact same estimated magnitude of this project, which is between $5,000,000 and $10,000,000. This information shall be submitted on the "General Contractor Previous Experience Form" at Attachment A. (A separate form shall be submitted for each contract.) The contract information provided will be used in evaluations of Factor 2.

b. The two (2) construction contracts submitted by Offerors must involve:

- Construction work as a prime contractor in NAICS code 236220
- A dollar magnitude in the range of $5,000,000 - $10,000,000
- Design work in this category
- Construction work demonstrating flexibility working within an operating hospital or medical facility
- Technical and Management Approach
- Corporate Project Experience

Attachment A shall be included as part of offeror's proposal. Include documentation for each contract referenced as Previous Experience.

(3) **Factor 3 – Proposed Schedule:**

a. Offerors shall submit a draft Progress Schedule required by VAAR 852.236-84(a) of the General Conditions to support capability to meet the proposed completion schedule of 485 calendar days.

The draft shall be prepared as if award on the Base Bid is made on or about December 16, 2011, and Notice-to-Proceed issued within a reasonable time after award. The timeframe shall be from Notice to Proceed through Final Acceptance in accordance with the performance period specified on the SF 1442. The schedule shall be broken down by trade or major division of work showing start and completion dates. The major work divisions shall be further broken down into detailed tasks and critical milestones with linkages between tasks. The Offeror shall specify allowances for bad weather, days of the week and hours of operation during each phase of the work, and the percentage of contract completion that will be achieved at the end of each month of the contract period.

b. Offerors must capture and address key elements and project phasing with respect to conditions and requirements established in the specifications and drawings and demonstrate capability to complete the project within the timeframe established in the solicitation.

(d) Price Proposal Submission:

Factor 4 – Price - Offerors shall insert proposed pricing in the Bid Schedule on Page 2of SF 1442, proposing a price on all Bid items. Award will be made on the basis of proposals meeting or exceeding the acceptability standards as outlined and are within the Government budget.

B. PROPOSAL REQUIREMENTS

B1. The offeror shall submit one (1) original offer and two (2) copies of their proposal to the Contracting Office at address below by the date and time shown on the SF 1442.

Postal Address:	**Courier (FedEx)/Hand Carried Address:**
Phillip M. Braswell Contract Specialist Atlanta VAMC – Room GC125 1670 Clairmont Road Decatur, Georgia 30033	Phillip M. Braswell Contract Specialist Atlanta VAMC – Room GC125 1670 Clairmont Road Decatur, GA 30033

B2. SUBMISSION: Technical and Price sections of the Offeror's proposals will be evaluated independently. Offeror shall separately bind each section. Each section must therefore be labeled with the Offeror's organization, business address, and VA Project Number. Offerors shall affix their names and return addresses on their envelope/packaging. Offeror shall submit 1 copy of Volume I & II and 1 CD in PDF format. Offeror not submitted in accordance with instructions may be considered nonresponsive.

a) **Volume I – Technical Proposal** shall be divided into three (3) sections: (1) Personnel, (2) Previous Experience (Shall include completed General Contractor Previous Experience Form-Attachment A)), It is not necessary to resubmit a copy of the General Contractor Previous Experience Form), and (3) Proposed Schedule.

b) **Volume II – Price** shall consist of the completed and signed SF-1442 (Blocks 14, 15, 16, 17, 18, 19 (Acknowledgement of Amendments), 20A, 20B, and 20C), Price (Bid Schedule on Page 2 of SF1442), Representations and Certifications, and Bid Guarantee.

END OF SECTION

APPENDIX A

PREVIOUS EXPERIENCE QUESTIONNAIRE

Request for Proposal: VA247-11-RP-0211, Project # 509-325
SCIU – Hospital Parking Deck, Charlie Norwood VA Medical Center Augusta GA 30904

1. Background: The Charlie Norwood VA Medical needs your assistance in obtaining information for a current Source Selection. Your input will help us evaluate the past performance of the offeror indicated below. This questionnaire concerns past or current contractors for which you have personal knowledge.

2. Instructions: Please complete this questionnaire based on the following guidance.

Please take the time to answer the questions to the best of your knowledge. Circle the responses that best describe the contractor's performance, and write in a narrative explanation for your answer. Use a N/A rating to indicate that you have no performance information for that particular area, or the question does not apply to you. Each question has space for your comments. If more space is needed, please attach additional sheets to the end of the questionnaire and reference the respective question. Handwritten (ink) responses are sufficient.

We urge you to supplement your own knowledge of the offeror's performance with the judgment of others in your organization. In addition to completing the attached questionnaire for the identified contract, we solicit your comments on other similar programs for which your office has contracts with this offeror.

Name of Contractor: _____

Title/Description of Proposed Project:

Design-Build the SCIU–Hospital Parking Deck at Downtown Division, Charlie Norwood VA Medical Center, Augusta, Georgia 30904-6258

Based upon the definitions below, indicate your assessment of this contractor's performance on your project described on the Fax Cover Sheet. Your assessment should consider the contractor's performance in accordance with the contractual requirements.

Assessment	Definition
Substantial Confidence	Based on the offeror's performance record, the government has a high expectation that the offeror will successfully perform the required effort.
Satisfactory Confidence	Based on the offeror's performance record, the government has an expectation that the offeror will successfully perform the required effort.
Limited Confidence	Based on the offeror's performance record, the government has a low expectation that the offeror will successfully perform the required effort.
No Confidence	Based on the offeror's performance record, the government has no expectation that the offeror will be able to successfully perform the required effort.
Unknown Confidence	No performance record is identifiable or the offeror's performance record is so limited that no confidence assessment rating can be reasonably assigned.

CONFORMANCE TO SPECIFICATIONS AND CONTRACT REQUIREMENTS

1. Contractor developed realistic progress schedules and completed the project within the established schedule.

Substantial Confidence Satisfactory Confidence Limited Confidence No Confidence Unknown

BRIEF EXPLANATION OF RATING GIVEN:

2. Contractor provided submittals in a timely manner. Submittals were well researched and clearly identified the proposed item.

Substantial Confidence Satisfactory Confidence Limited Confidence No Confidence Unknown

BRIEF EXPLANATION OF RATING GIVEN:

3. Contractor provided timely and accurate payrolls with no known labor violations (Davis-Bacon Act) or labor claims.

Substantial Confidence Satisfactory Confidence Limited Confidence No Confidence Unknown

BRIEF EXPLANATION OF RATING GIVEN:

MANAGEMENT OF THE PROJECT

4. Contractor provided experienced managers and supervisors, with the technical and administrative abilities needed to meet contract requirements. Describe examples of contractor's work coordination flexibility working within an operating hospital or facility.

Substantial Confidence Satisfactory Confidence Limited Confidence No Confidence Unknown

BRIEF EXPLANATION OF RATING GIVEN:

5. Contractor hired quality subcontractors and effectively managed them.

Substantial Confidence Satisfactory Confidence Limited Confidence No Confidence Unknown

BRIEF EXPLANATION OF RATING GIVEN:

CUSTOMER SATISFACTION

6. Contractor identified problems as they occurred. Suggested approaches to problems. Displayed initiative and cooperation to solve problems. Provided adequate information and pricing for change orders and negotiated them in good faith.

Substantial Confidence Satisfactory Confidence Limited Confidence No Confidence Unknown

BRIEF EXPLANATION OF RATING GIVEN:

_____

_____

_____

QUALITY CONTROL

7. Contractor provided effective quality control, which resulted in a quality-finished product. At a minimum describe specific QC programs for required submittals, construction, pre-acceptance inspections, turnover, and warranty items that prevent delays and meet or exceed scope requirements.

Substantial Confidence Satisfactory Confidence Limited Confidence No Confidence Unknown

BRIEF EXPLANATION OF RATING GIVEN:

_____

_____

_____

Additional Comments

8. Was the contractor ever issued a cure or show cause notice under the referenced contract? If yes, explain in "comments." Yes No

Comments:

_____

_____

_____

9. Would you hire this contractor again? If no, explain in "comments." Yes No

BRIEF EXPLANATION OF RATING GIVEN:

_____

_____

_____

Overall Rating: _____

Name of Evaluator: _____ **E-Mail:** _____

Position Title /Grade: _____ **Phone (Commercial/DSN):** _____

Company/City or Base: _____ **Date questionnaire completed:** _____

APPENDIX B

FROM: Atlanta VA Medical Center
1670 Clairmont Road
Decatur, Georgia 30033

Contracting POC: Philip M. Braswell Telephone #: (404)728-5001
EMAIL: Phillip.Braswell@va.gov

The Contractor, _____(fill in with your company's name) has offered the project listed as a reference for Solicitation No. **V247-11-RP-0211**. Please complete the attached survey (attachment A) regarding that project and return this sheet and the survey to the Contracting POC identified above. Names of individuals providing reference information about an offeror's past performance shall not be disclosed.

NOTE: Please correct any information below should it be inaccurate:

1. POINT OF CONTACT: (Who we are to obtain information from)	
2. Phone Number: **E-Mail: (Required)**	**3. FAX Number:** (Required)
4. Company/Division Name:	
5. Address:	
6. Contract #/ Project #/Title:	
7. Description/Relevancy/Problems:	
8. Performance Dates:	
9. Initial Cost/ Final Cost:	
10. Reason for Cost Changes	
11. Bonding Company Name/POC/Telephone:	

1. New parking deck is to occupy the top northern area of the employee parking lot. This area is approximately 224 feet wide by 410 feet long. It takes out an existing 265 parking spaces. This is leaving the last row and drive-in area for personnel entering the parking lot. If this area was included the area would be 224 feet by 457 feet, and take up 285 parking spaces. The Parking Deck is to be designed for a total of eight (8) floors with the funds approved for this construction to build as high as possible. In the Future as new funds become available the additional floors/work will be completed. All install equipment is to be installed to support the future floors as they are added.
2. The first floor deck area needs to be between 9 inches and 1 foot above existing parking lot, due to standing water after a heavy or long time rain. This area is low with a very slow draining, not only this area but all surrounding areas as well.
3. The first and second floors are required to have a height of ten (10) feet minimum for parking Handicap Vehicles (High Top Vans) and will be designated as Handicap Parking Only. After the first year the required spaces will be reconfigured after input from Police and Security along with Senior Management.
4. All other floors are to be design with regular vehicle required heights plus one foot space for lighting, conduit, and piping, as needed/required.
5. The First (1st) and Second (2nd) Floors are to have metal slates design in the windows to prevent entrance or exit by unauthorized individuals. All entrances and exits are to be through control or authorized locations.
6. Emergency stairs are to be located in each corner with the outside corners empting into the first floor deck. The only stair exiting from the Parking Deck is to be in the southwest corner nearest the Main Hospital and Energy Plant.
7. Two (2) Elevators are to be installed in the Southwest corner with the ability to handle passengers along with minor Service use. Elevators to support all floors with the capability to be added on in height if more floors are added at a later date.
8. Security Camera's and Emergency Boxes are to be located throughout the Parking Deck, with Security Camera's along the top deck covering the areas around the Parking Deck. All Security Camera's and the Emergency Boxes wiring are to be run back to Police and Security Office for monitoring.
9. Lighting along with all power requirements are to meet the new lighting guidelines and availability of renewable power source. We are looking into both wind and solar at present.
10. Storm Water Run Off Requirements for Federal Projects under Section 438 of the Energy Independence and Security Act, dated December 2009, must be used in the design.
11. Requirements for an electrical and Security room on the First or Second Floor. This room would be in the range of an area nine (9) feet by ten (10) to operate all the equipment with Control Access to this room.
12. Seismic requirements will need to be taken into account using VA Seismic Design Requirements H-18-8.

13. Department of Veterans Affairs Parking Lots and Parking Structures must be used in Signage, see Signage03 along with Signage09 and use the Latest Edition.

Limitations on Subcontracting – Monitoring and Compliance

This solicitation includes VAAR 852.219-10 – VA Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside. Accordingly, any contract resulting from this solicitation will include this clause.

The contractor is advised in performing contract administration functions, the CO may use the services of a support contractor(s) retained by VA to assist in assessing the contractor's compliance with the limitations on subcontracting or percentage of work performance requirements specified in the clause. To that end, the support contractor(s) may require access to contractor's offices where the contractor's business records or other proprietary data are retained and to review such business records regarding the contractor's compliance with this requirement. All support contractors conducting this review on behalf of VA will be required to sign an "Information Protection and Non-Disclosure and Disclosure of Conflicts of Interest Agreement" to ensure the contractor's business records or other proprietary data reviewed or obtained in the course of assisting the CO in assessing the contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs. Furthermore, if VA determines any services the support contractor(s) will perform in assessing compliance are advisory and assistance services as defined in FAR 2.101, Definitions, the support contractor(s) must also enter into an agreement with the contractor to protect proprietary information as required by FAR 9.505-4, Obtaining access to proprietary information, paragraph (b). The contractor is required to cooperate fully and make available any records as may be required to enable the CO to assess the contractor's compliance with the limitations on subcontracting or percentage of work performance requirement.

See attached document WAGE DETER - AUGUSTA.

See attached document SITE PLAN - AUGUSTA PARKING DECK 01.

See attached document SITE PLAN - AUGUSTA PARKING DECK 02.

ATTACHMENTS

ATTACHMENT 1 - RELEASE OF CLAIMS

For and in consideration of the payments heretofore made, and payment of final installment now due by reason of performance of Contract No. _____, dated _____, the undersigned Architect-Engineer hereby releases and discharges the United States of America from any and all claims arising under or by virtue of said contract, except as follows: (In this space describe and list in stated amounts excepted claims, if any; otherwise this release will be considered as free of all claims. If no claims reserved, insert None.)

IN WITNESS WHEREOF, This release has been duly executed this _____ day of _____.

_____
Architect-Engineer

BY: _____
(Print or type name under signature)

_____
Title (Print or type)

(End of Clause)

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 17, 2015

OWNER: ☐
ARCHITECT: ☐
CONTRACTOR: ☐
FIELD: ☐
OTHER: ☒

TO SUBCONTRACTOR *(Name and address)*:
Amano McGann, Inc.
2915 Courtyards Drive
Norcross, GA 30071
jason.barth@amanomcgann.com

ARCHITECT'S CONTRACTOR'S PROJECT NUMBER:
1401-111200-011
SUBCONTRACT DATE: September 10, 2014
SUBCONTRACT FOR: Parking Garage Equipment

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

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AIA® Document A401™ – 2007

Standard Form of Agreement Between Contractor and Subcontractor

AGREEMENT made as of the 10th 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
1020-B East Montague Ave.
Charleston, SC 29405

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

Amano McGann, Inc.
2915 Courtyards Drive, Suite B
Norcross, GA 30071
Phone: (770) 447-8620

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.

Init. 1

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Pensacola, FL 32502

The Contractor and the Subcontractor agree as follows.

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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

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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.)

[X] 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	Substantial Completion Date
Provide all supervision, labor, material and equipment to complete the installation of parking control equipment and systems as detailed in the contract documents. 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	Commence Work: 5/1/15 Completion Date: 5/8/15

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FROM SUBCONTRACTORS ARE TO BE SUBMITTED TO RESTORATION SPECIALISTS BY UPLOADING PDF DOCUMENTS TO THE SUBMITTAL EXHANGE SITE.
Schedule: As follows
Submittals: Submittals are due no later than 9/30/14 (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 Fourteen thousand seven hundred forty seven dollars and 85/100, ($ 14,747.85), 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.

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§ 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;

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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.

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(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. Amano McGann, Inc. Quote dated 5/5/14 (copy attached)
2. Preliminary Project Schedule (copy attached)
3. Standard Form 1413 (copy attached)
4. Certified Payroll Template (copy attached)
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: 1401-111200-011
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	AMANO MCGANN, INC.
CONTRACTOR *(Signature)*	SUBCONTRACTOR *(Signature)*
Dennis Schumm Executive Director	Vice President
(Printed name and title)	*(Printed name and title)*

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AMANO McGANN.

Jay Handegan
Vice President/Partner
Palmetto Construction Group, LLC
2265 Clements Ferry Rd
Suite 204
Charleston, SC 29492

May 5, 2014

VAMC Parking Structure

Item	Model	Qty	Description	Unit Price	Extended
A	AMG-1750/A850	2	Amano McGann Barrier gate with dual loop detector.	$3,400.00	$6,800.00
B	AL-12	2	12' Straight Aluminum Gate Arm	$150.00	$300.00
C	XML-S	8	2' x 6' Sawed-in Detector Loops Wire/Sealant Kits	$400.00	$3,200.00
D	ISC920-0-0-AC	1	Nexus Lite proximity card reader w/controller and ps.	$525.00	$525.00
E	RM-100S	1	Card reader pedestal	$225.00	$225.00

Subtotal	$11,050.00
System Discount	-$3,061.25
Subtotal	$7,988.75
Sales Tax	~~$639.10~~
Freight	$320.00
Installation, Travel & Technical Services	$5,800.00
Total Project Cost	~~$14,747.85~~
	$14,108.75

AMANO McGann, INC.
TERMS AND CONDITIONS

Notes: *Pricing listed is valid for 90 days*
Delivery is typically 8 to 10 weeks after order, F.O.B. Jobsite

Payment Terms: *50% deposit with order, project payments due upon receipt of invoice. Net Receipt*
All Terms and Conditions from attached Purchase Agreement are agreed to with signature below

Scope of Work:

AMANO McGann, Inc.
Relocate (2) existing barrier gates to new location.
Install (2) new Amano barrier gates, pedestal and proximity reader
Mount and make low voltage connections to equipment listed above
Provide training on operation/maintenance of system
Saw cut and seal (8)detector loops
All work to be done during business hours: Mon-Fri, 8:00am - 5:00pm
One year on-site parts and labor warranty

Exclusions:

To Be Provided By Owner
Supply and install low voltage control, voice, and data communication cable for equipment
Supply and install all 120VAC 20AMP circuits for equipment.
Supply and install all required power and low voltage conduits as outline in AMI drawings
Concrete Islands and Protection Posts per layout diagrams
Re-bar and post tension cable locating is the responsibility of Owner
Concrete islands, conduits, 120VAC circuits, control, voice, and data cable.
No Provisions for Bonding & Liquidated Damages, local, city, or state permitting.

Proposed By:

Amano McGann, Inc.

Jason R Barth
Regional Sales Executive
CONFIDENTIAL

Amano McGann, Inc
2915 Courtyards Drive, Suite B
Norcross, Ga 30071
(770) 447-8620

Accepted By: Dennis Schlamm

Name: Dennis Schlamm

Title: Director of Construction

Date: 12-11-14

P.O.#:

AMANO McGANN.

PURCHASE AGREEMENT - TERMS AND CONDITIONS

These terms and conditions govern the Agreement between Amano McGann, Inc. ("Amano McGann"), and the customer ("Customer") identified on the Proposal documents to which these terms and conditions are attached (collectively the "Purchase Agreement"). All references to the "Proposal" shall include these terms and conditions. The Proposal documents, including without limitation, the pricing of products described therein, constitute confidential and proprietary information of Amano McGann, and shall not be disclosed by Customer to any third party without Amano McGann's express written permission.

All sales by Amano McGann are subject to the terms of this Purchase Agreement, which terms supersede any different or inconsistent terms or conditions submitted by Customer, and also supersedes all understandings, whether written or oral, and other communications between the parties relating to the subject matter of this Agreement. Amano McGann's acceptance of the Customer's order is expressly conditioned upon Customer's acceptance of the terms contained in this Purchase Agreement to the exclusion of all other terms. In the event of a conflict between the terms of this Purchase Agreement and the terms of any other document, the terms of this Purchase Agreement shall control. Customer's retention of any equipment or software delivered by Amano McGann hereunder will be conclusively deemed acceptance of the terms and conditions of this Purchase Agreement.

Order Acceptance: All orders must be submitted in writing and are effective only upon acceptance Amano McGann. Amano McGann may reject any proposed Purchase Order or Contract prior to its acceptance by an authorized Officer for any reason. Clerical errors contained in this Purchase Agreement are subject to correction by Amano McGann. Amano McGann reserves the right in its sole discretion to modify, change and/or to discontinue the availability of, or support for, any product. Job-site services such as installation, wiring, system commissioning, startup and training are not included unless otherwise specifically stated in the Proposal. All on-site work by Amano McGann (work listed under our Scope of Work only) assumes the use of non-union personnel unless otherwise stated. No AA/EEO/Union or certified payroll documentation is included unless specifically noted. Additional labor requirements may incur additional cost.

Delivery; Freight Costs; Partial Shipments: Quoted delivery dates are approximate, and represent Amano McGann's best estimate based upon current lead times and workload and are not guaranteed. Pricing includes freight to jobsite unless otherwise stated. Amano McGann reserves the right to store or deliver materials in partial shipments. Partial shipments and/or stored materials shall be invoiced separately and paid for when due per invoice.

Changes: Prices are subject to adjustment if Customer requests a change in product specifications, quantities or delivery requirements. Any changes are subject to the approval of Amano McGann, and Customer agrees to pay any restocking or reengineering charges resulting from such changes. Any additional or undisclosed customer requirements, policies, forms or procedures not specifically referenced in our proposal are not included in this Purchase Agreement.

Payment Terms: Unless otherwise specified on our proposal - standard payment terms are 50% of total project down with order, project payments due upon receipt of invoice, net 10 days. No retainage of any monies due to Amano McGann is authorized unless expressly agreed to in writing in the Proposal. Customer agrees that its obligation to pay Amano McGann for products purchased pursuant to this Purchase Agreement is not contingent upon Customer's receipt of payment from any third party, and that Customer alone is responsible for timely payment of all amounts due Amano McGann. A service charge at the lesser of the rate permitted by law, or 1-1/2% per month will be added to invoices not paid within 30 days. If a shipment is delayed by Customer, payment shall become due 10 days from date Amano McGann is prepared to ship.

Bonds; Liquidated Damages: No bonds are included or liquidated damages accepted unless otherwise indicated in the Proposal.

Security Interest: Customer hereby grants to Amano McGann a security interest in all equipment and other items described in the Purchase Order to secure payment of all obligations owed by Customer to Amano McGann. Such security interest shall continue until Customer fully performs all its obligations under the Purchase Order, including but not limited to full payment of the purchase price. Customer agrees to execute and deliver to Amano McGann such financing statements and other documentation as may be necessary, desirable, or appropriate to evidence, perfect, and/or maintain the security interest granted hereby by Customer.

Cancellations And Returns: Customer may not cancel orders or return goods without the written consent of Amano McGann. If Amano McGann approves a cancellation or return, Customer agrees to pay a minimum 25% cancellation/restocking charge. All sales involving custom products are non-cancelable and are final.

Software License: Amano McGann grants Customer a limited, non-exclusive and non-transferable license to the Amano McGann computer software programs in object code form listed in the Proposal (collectively, "the Software"). Customer may sublicense software to an End User (Software Licensee) pursuant to the terms of Amano McGann's software license agreement as included with the Software and provided to Customer by Amano McGann. Customer shall distribute the Software to End User with all warranties disclaimers, license agreements and notices of proprietary rights intact as supplied from Amano McGann.

Corporate Headquarters 651 Taft Street NE, Minneapolis, MN 55413
Tel: (612) 331-2020 www.amanomcgann.com

Amano McGann, Inc
2915 Courtyards Drive, Suite B
Norcross, Ga 30071
(770) 447-8620

AMANO McGANN.

Amano McGann Technical Support Services: Subject to Customer's compliance with the terms of this Purchase Order and payment of the applicable fees, Amano McGann will provide technical support services to Customer in accordance with the terms of the Limited Warranty.

Proprietary Rights; Reverse Engineering: All copies of the Software in any form are and shall remain the exclusive property of Amano McGann and shall be treated as Confidential Information by Customer. Customer acknowledges that it: (i) is not acquiring any right, title, or interest, express or implied, in the Software; (ii) shall not use, sell, transfer, or otherwise copy or distribute the Software except as expressly authorized by Amano McGann; and (iii) shall not assert, claim any interest in, or do anything that may adversely affect the validity or enforceability of, any trademark, trade secret, copyright or other proprietary right belonging to Amano McGann (including, without limitation, any act, or assistance to any act, which may infringe or lead to infringement of any copyright in any of the Software), nor attempt to grant any right therein. Customer acknowledges and agrees that: (i) it shall not reverse engineer, disassemble or decompile the Software, nor permit the disassembly, decompilation or reverse engineering of the Software; (ii) that a violation of this Agreement may irreparably harm Amano McGann; and (iii) in addition to any other right or remedy available at law or in equity, Amano McGann shall be entitled to obtain injunctive relief to prevent Customer from continuing any violation of this provision.

Limited Warranty: Amano McGann warrants that new equipment listed in the Proposal will be free from defects in material and workmanship for a period of one year from the date of shipment. Amano McGann does not warrant: (i) any software products not manufactured by Amano McGann (which shall carry only the warranty, if any, of the manufacturer); (ii) the Software or documentation provided with the software, except as expressly provided in Amano McGann's Software License Agreement provided with the Software. EXCEPT AS SET FORTH IN THIS PARAGRAPH, AMANO McGANN MAKES NO WARRANTIES OR REPRESENTATIONS WHATSOEVER REGARDING THE EQUIPMENT, SOFTWARE OR SERVICES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. AMANO McGANN SHALL NOT BE LIABLE FOR ANY DAMAGES OF ANY NATURE ARISING OUT OF OR IN CONNECTION WITH THIS PURCHASE ORDER OR ANY EQUIPMENT, SOFTWARE OR SERVICES PROVIDED HEREUNDER. IN NO EVENT SHALL AMANO McGANN BE LIABLE FOR SPECIAL OR CONSEQUENTIAL DAMAGES OR FOR ANY INDIRECT DAMAGES SUCH AS, BUT NOT LIMITED TO, EXEMPLARY OR PUNITIVE DAMAGES OR LOST PROFITS OR DATABASE LOSS, EVEN IF AMANO McGANN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Force Majuere: Amano McGann shall not be liable for any damages, direct, indirect, incidental or consequential, resulting from delay in performance or nonperformance caused by contingencies, happenings, or causes beyond the control of Amano McGann, including but not limited to fire, flood, storm, power failure, labor trouble or shortage, war, acts of Government, accidents, material shortage, equipment failures, or Acts of God. In the event of the occurrence of any such contingence, Amano McGann may suspend or terminate its performance hereunder without responsibility to Customer for any damages resulting from such suspension or termination.

Relationship; Non-Solicitation: Amano McGann and Customer understand and agree that each is an independent company. Customer is not a franchisee, partner, broker, employee, servant, or agent of Amano McGann, and neither has nor will represent that it has any power, right, or authority to bind Amano McGann or to assume or create any obligations or responsibilities, express or implied, on behalf of Amano McGann or in Amano McGann's name. Customer also agrees not to solicit, contract with, hire or otherwise engage the services of any Amano McGann employee rendering services to Customer for a period of one hundred eighty (180) days after the termination of any and all obligations between the parties.

Governing Law; Attorneys' Fees: The laws of the State of Minnesota shall govern the validity, interpretation and construction of this Agreement and all rights and obligations of Amano McGann and Customer, respectively, notwithstanding any choice-of-law rules that would otherwise dictate application of the laws of any other jurisdiction. Should any action be instituted to enforce any of the terms, provisions, or conditions of this agreement the prevailing party in such action shall be entitled to the award of reasonable attorney's fees and costs incurred in said action or actions, in addition to any other award made by the court.

Entire Agreement: The Purchase Agreement, including these terms and conditions, constitutes the entire agreement between Amano McGann and Customer with respect to the equipment, Software and services described herein and supersedes any and all prior or contemporaneous agreements or contracts, whether written or oral. All negotiations, representations, understandings and correspondence, which have passed between Amano McGann and Customer with reference to the matters covered hereby are merged herein and extinguished and this constitutes the entire agreement between Amano McGann and Customer. This agreement may not be altered, modified, amended or changed, in whole or in part, except in a writing signed by Amano McGann and Customer. If any provision of this Purchase Agreement is found invalid, both parties will endeavor, to the extent possible, to amend this Purchase Agreement in such a manner that the intent of this Purchase Agreement as written is carried out. If both parties cannot agree to amend this Purchase Agreement in such fashion, the invalid provision will be ineffective to the minimum extent necessary to make it valid under applicable law without invalidating the remainder of that provision or any other provisions of this Purchase Agreement.

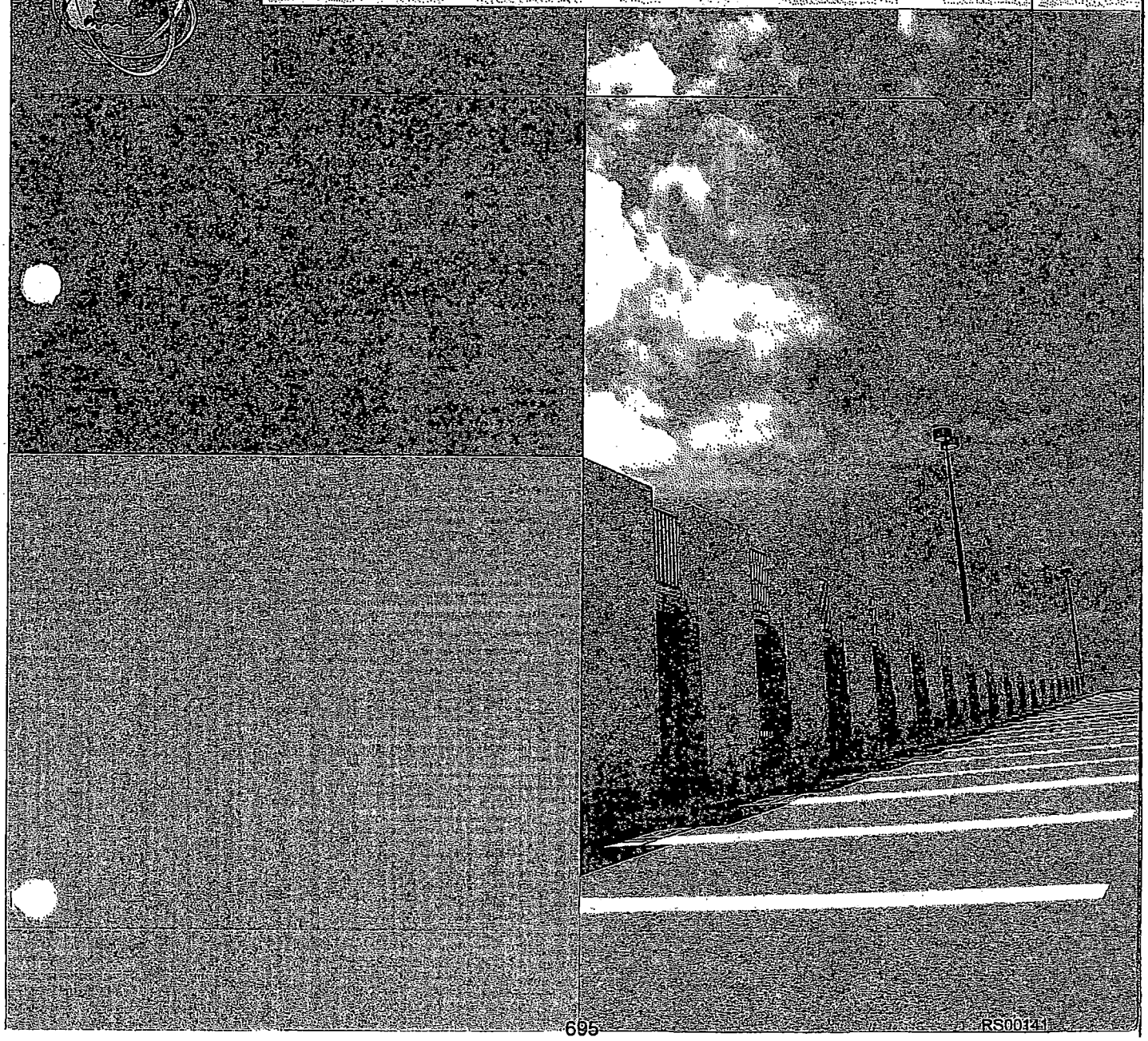
SUBCONTRACT FORM

PROJECT:	CHARLIE NORWOOD VAMC PARKING GARAGE
PROJECT LOCATION:	950 15th Street, Augusta, GA 30901
SUBCONTRACTOR:	Amano McGann 2915 Courtyards Drive, Suite B Norcross, GA 30071
OWNER:	Department of Veterans Affairs / Charlie Norwood VAMC 950 15th Street Augusta, GA 30901
ARCHITECT:	Structured Parking Solutions 21 South Tarragona Street, Suite 101 Pensacola, FL 32502
SCOPE OF WORK:	Provide all supervision, labor, material and equipment to complete the installation of parking control equipment and systems as detailed in the contract documents. 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.
CONTRACT #:	1401-111200-011
CONTRACT AMOUNT:	$14,747.85
SCHEDULE:	As Follows:
SUBMITTALS:	Submittals are due no later than 9/30/14
COMMENCE WORK:	5/1/2015
COMPLETION DATE:	5/8/2015
ATTACHMENTS:	Amano McGann Quote dated 5/5/14 (copy attached) Preliminary Project Schedule (copy attached) Standard Form 1413 (copy attached) Certified Payroll Template (copy attached) W-9 Template (copy attached) Employee Badge Forms (copy attached)

AMANO McGANN.

WORLD LEADER IN PARKING SYSTEMS

Delivering Innovative Solutions
Throughout the Parking Community

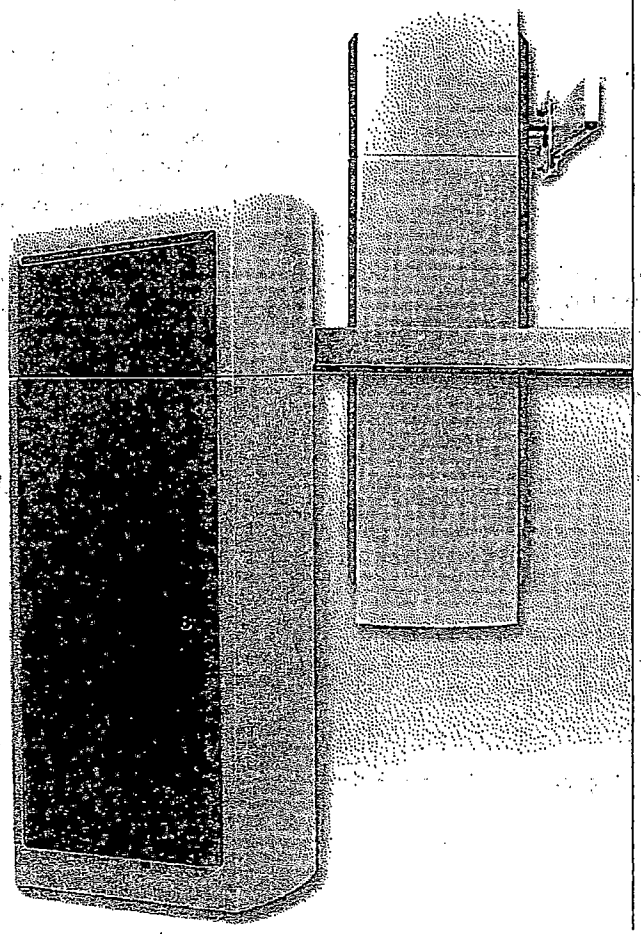


RS00141

AMANO McGANN. PARKING SOLUTIONS

AMG-1700 Series

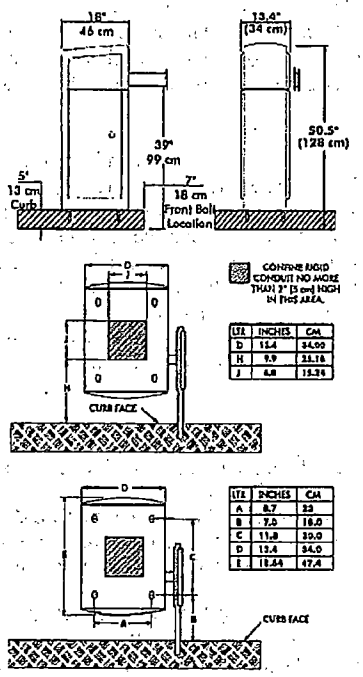
Parking Gate



Amano McGann's AMG-1700 Series Revenue Parking Gate is designed to meet all your parking control needs. The microprocessor-based logic and functionality provides the ultimate in reliability, performance, and safety, as well as the flexibility to accommodate four different modes of operation.

Parking Gate

AMG-1700



LTR	INCHES	CM
D	13.4	34.00
H	9.9	25.18
J	6.8	15.24

LTR	INCHES	CM
A	6.7	23
B	7.0	18.0
C	11.8	30.0
D	13.4	34.0
E	18.64	47.4

FEATURES

- *Large, cabinet-style design*
- *Four selectable modes of operation*
- *Pre-installed detector harness*
- *Microprocessor-based logic and functionality*
- *Standard "extra sensory" safety feature*
- *Instant reversing motor*
- *1/3 horsepower motor with sealed gear reducer*
- *Internal thermal/overload protection*
- *Thermostat-controlled heater*
- *12' standard or lighted gate arm, and 11' standard folding gate arm configurations available*
- *Dual powdercoat finish*
- *Lighted Gate Option (110V Version Only)*
- *Provides exceptional visibility between dusk and dawn (gate arm lights flash when in motion)*
- *Increases pedestrian/motorist safety*

SPECIFICATIONS:

ELECTRICAL	
120V AC, 60 Hz	
220/240V AC, 50/60 Hz (Non-lighted version only)	
Service amps:	19.6A (120V)
Connections:	• Four utility power outlets • DIN rail terminal blocks including logic • Main power breakers
Field wiring:	• Removable terminal block assembly • Dry contact input, output • 12V DC unregulated

MOTOR CHARACTERISTICS	
Horsepower:	1/3 single-phase instantly reversing motor
Speed:	1625 RPM
Starting amps:	10A (120V) maximum
Running amps:	4.5A (120V)
Heavy-duty V-belt to drive speed reducer. Internal thermal/overload protection	

ENVIRONMENT	
Temperature:	-15°F ~130°F (-26°C ~ 54°C). Automatic thermostat-controlled heater included
Humidity:	10% ~ 90% (non-condensing)

CABINET	
Heavy-duty, 14-gauge all-weather steel construction	
Dimensions:	50-1/2"H x 13.4"W x 18"D (128 cm x 34 cm x 46 cm)
Weight:	175 lbs. (79 kg)
Access:	Removable cover on drive mechanism (360° access) Removable door (access to electrical connections and control box)
Finish (Std):	Grey Classic (#314) / Argento Metallic (#305); White (RAL#9010); custom color available

GATE ARM	
Height:	39" (99 cm) in DOWN position
Length:	AL12: 12' (365 cm)— aluminum AL20: 11' (323 cm) folding gate arm — aluminum A10: 10' (304 cm)— wood
Optional sonic alert:	Audible alarm kit (AGP-0517/A627)

MICROPROCESSOR-BASED CONTROLLER	
Quick, plug-in installation. Gate up/normal/down switch (internal manual override)	
Operation modes:	One way pay
	Bi-directional lane
	Free direction
	Input/output lane controller
Switch selectable features:	"Extra sensory" timer
	Backout timer
	Closing loop safety "auto stop"
Built-in detector harness will accept single channel (AGP-0134) or dual channel (AGP-0234) vehicle detectors	

Manufactured by Amano Cincinnati, Inc.'s Ohio factory, an ISO 9001:2000 registered facility.
Specifications are approximate and are subject to change without notice.
UL approval does not apply to 220/240V AC, 50/60 Hz

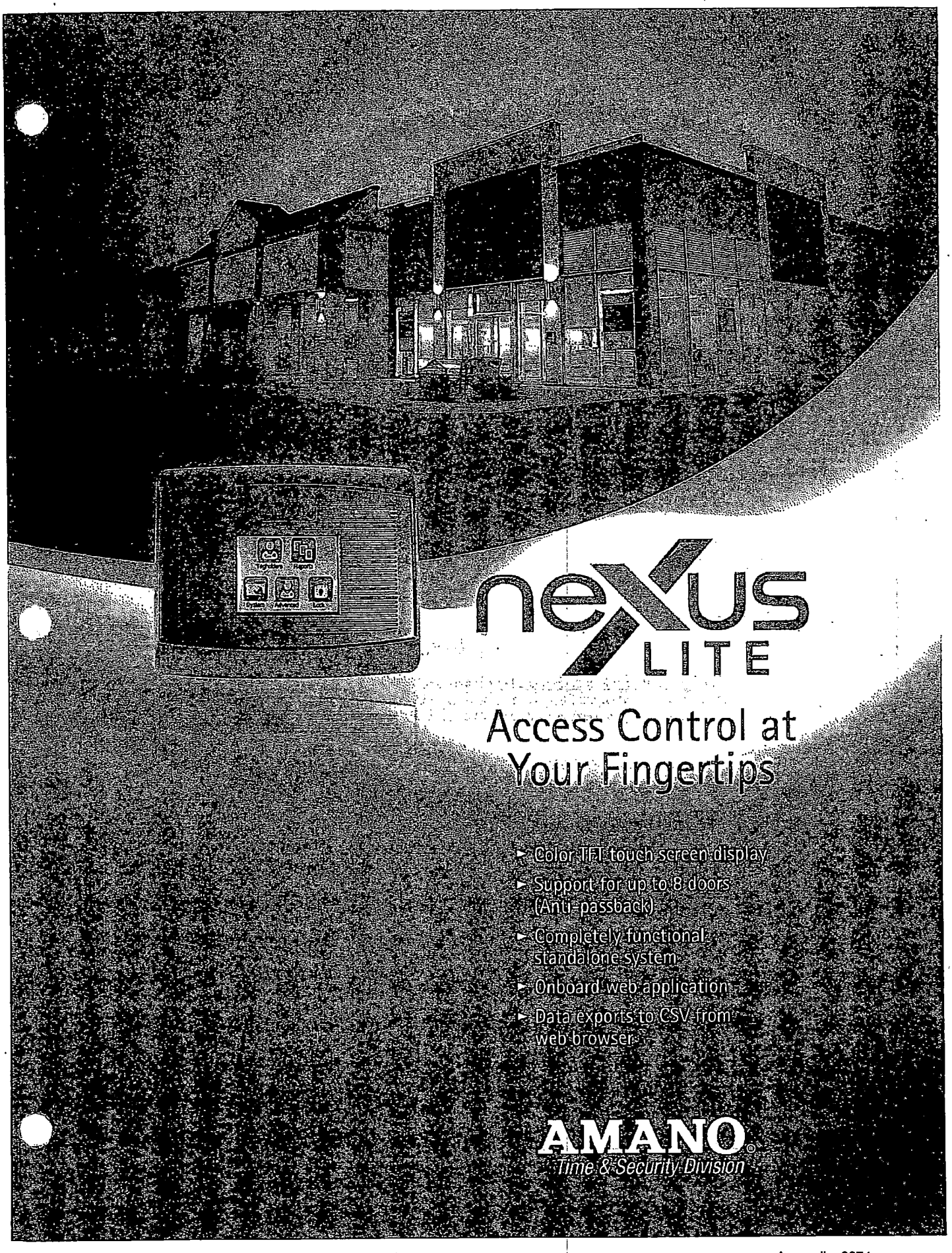
C UL UL

REPRESENTED BY:

AMANO McGANN.

Corporate Headquarters 651 Taft Street NE, Minneapolis, MN 55413
Tel: (612) 331-2020 www.amanomcgann.com

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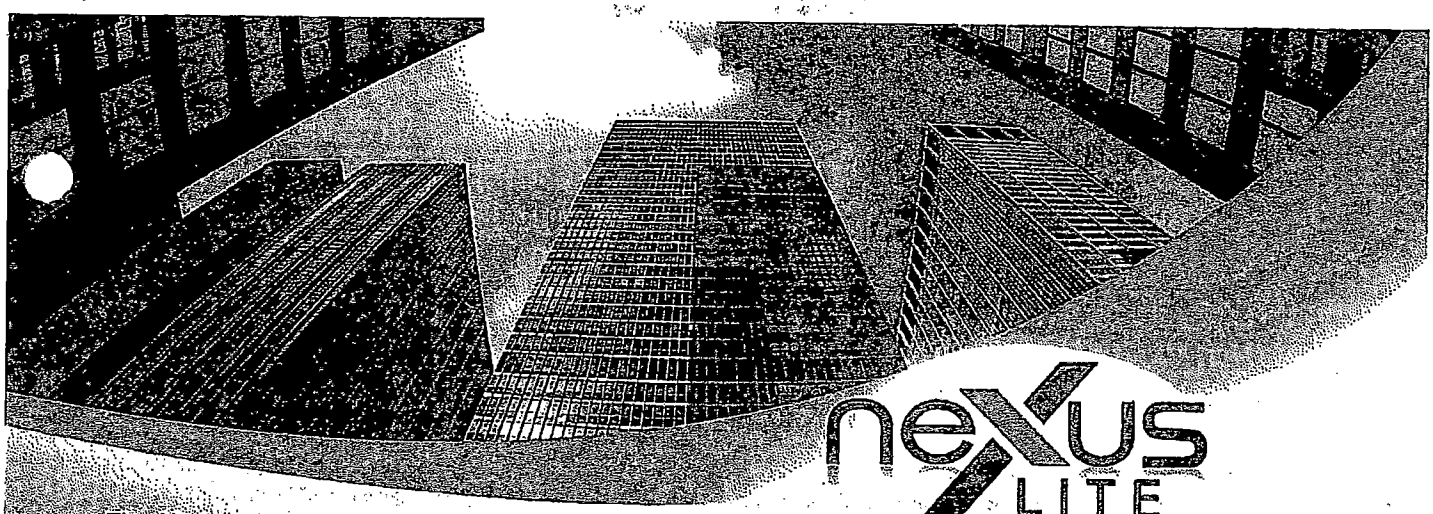


nexus LITE

Access Control at Your Fingertips

- Color TFT touch screen display
- Support for up to 8 doors (Anti-passback)
- Completely functional standalone system
- Onboard web application
- Data exports to CSV from web browser

AMANO®
Time & Security Division



nexus LITE

The Nexus Lite system provides advanced access control features in an affordable package. The large, two and a half inch color TFT touch screen brings complete system configuration and control to your fingertips and built in wizards simplify initial setup and enrollment. With onboard reporting and system diagnostics, Nexus Lite is visually clean and easy to use, making access control setup and management for up to eight doors virtually effortless.

Access Control at Your Fingertips

Key Features

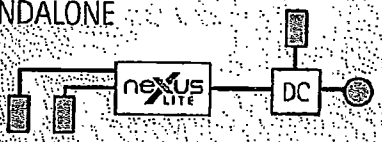
- Screen lock for configuration security
- Basic audit trail
- Simple and advanced system configuration
- Onboard reporting
- Onboard system diagnostics
- Onboard web-client for remote network configuration and enrollment
- Easy to mount backing plate

Specifications

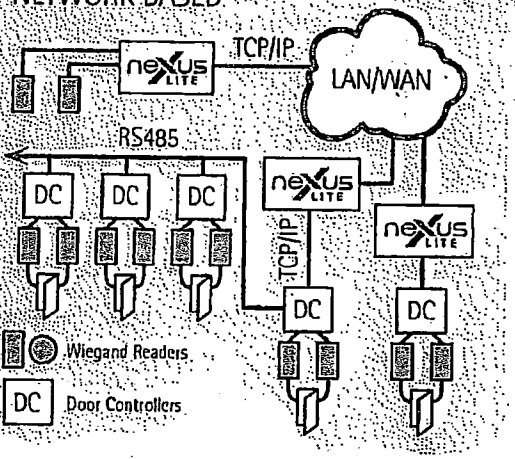
Tagholders	1,000
Buffered transactions	5,000
Doors	1-8 (Anti-Passback)
Readers	Up to 16 (8 APB Doors)
Tags per person	Up to 3
Tagholder Access Groups	8

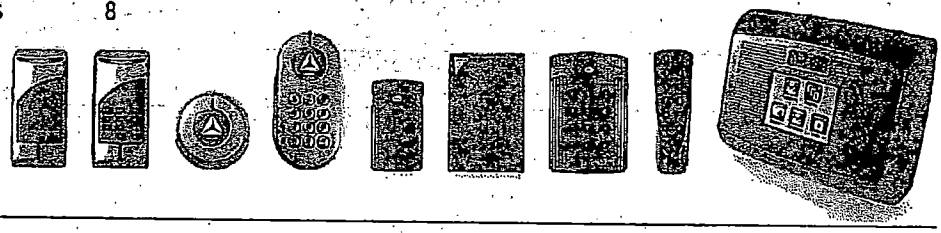
System Configuration Options

STANDALONE



NETWORK BASED

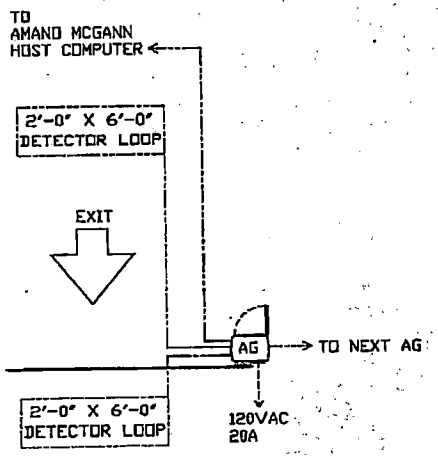


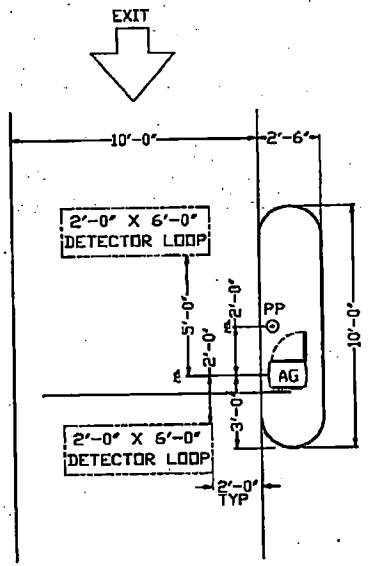


Authorized Dealer:

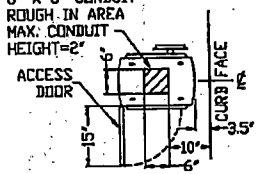
AMANO®
Time & Security Division

Amano Cincinnati, Inc. 180 Alternate 19 Suite A, Palm Harbor, FL 34683
Phone: (800) 390-5837 Fax: (727) 786-9400 Email: access@amano.com
www.amano.com

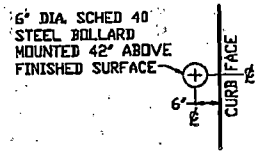




AG = AMG1700 AUTOGATE

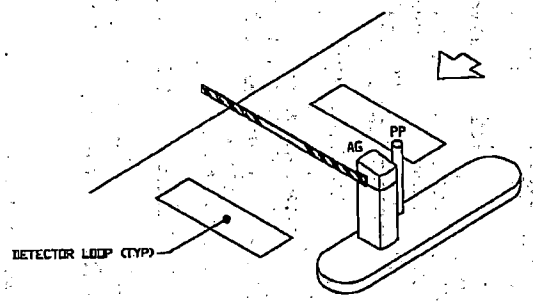


PP = PROTECTION POST



LEGEND:

AG = AUTOGATE
PP = PROTECTION POST



NOTES:

120VAC TO GATE MUST NOT DROP BELOW 105VAC WITH A 15A LOAD

EQUIPMENT IS DESIGNED FOR AUTOMOBILE TRAFFIC ONLY - NO MOTORCYCLES, BICYCLES, OR PEDESTRIANS.

EQUIPMENT IS DESIGNED TO BE MOUNTED ON 6" HIGH LEVEL CONCRETE ISLAND.

THE INFORMATION CONTAINED IN THIS DOCUMENT IS BASED ON TYPICAL CONFIGURATIONS. WE MAKE NO REPRESENTATIONS AS TO ITS ACCURACY, COMPLETENESS OR SUITABILITY FOR A PARTICULAR APPLICATION. IT IS THE RESPONSIBILITY OF THE INSTALLER TO VERIFY ALL INFORMATION CONTAINED HEREIN AS IT RELATES TO THE ACTUAL SYSTEM DESIGN, SITE CONDITIONS, AND CODE REQUIREMENTS.

NOTES:	REV	DATE

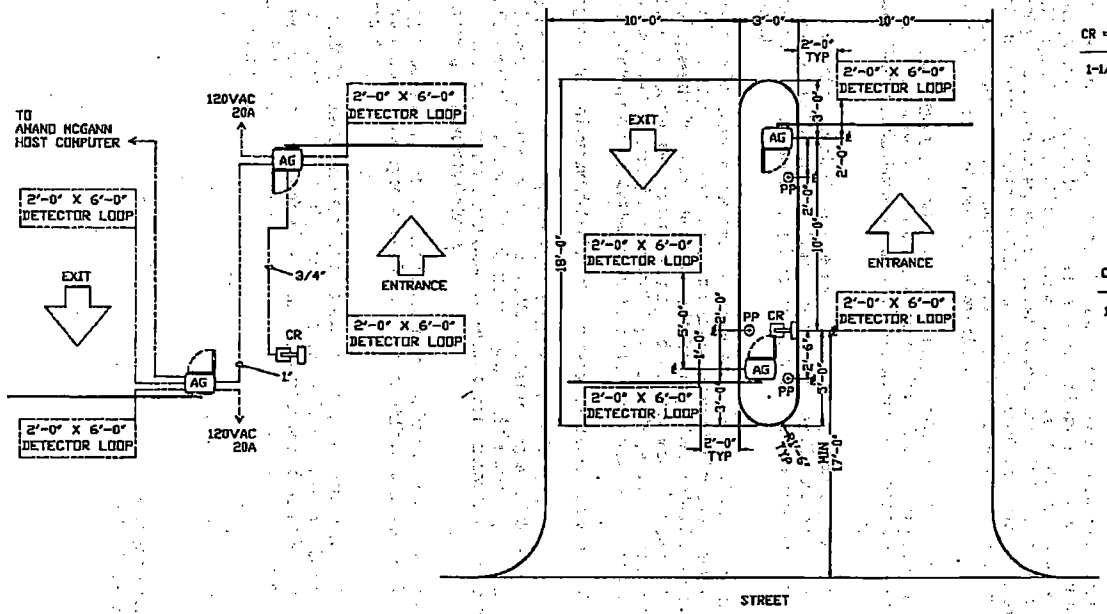
AMANO McGANN
PARKING, REVENUE, ACCESS SYSTEMS, AND SOFTWARE
651 TAFT STREET NE.
MINNEAPOLIS, MN 55413
(612) 331-2020
FAX: (612) 331-5187

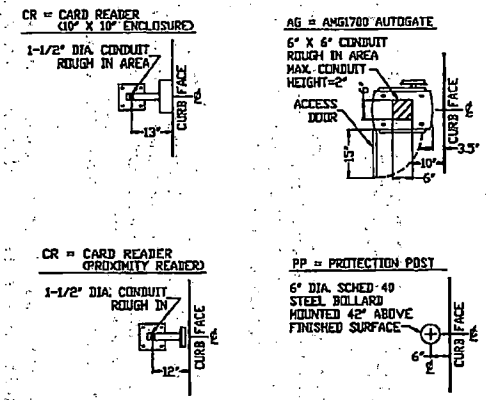
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PROJECT	TYPICAL LAYOUT - AMG EQUIPMENT			
TITLE	FREE OUT			
DATE		BY	SCALE	0
		JL		TPM043

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RS00146





NOTES:

120VAC TO GATE MUST NOT DROP BELOW 105VAC WITH A 15A LOAD

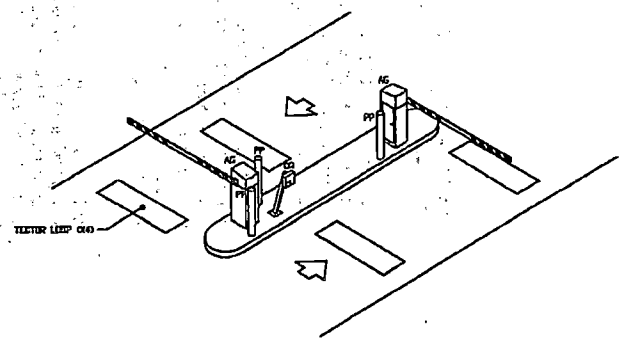
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LEGEND:

AG = AUTOGATE
CR = CARD READER
PP = PROTECTION POST



NOTES:	REV	DATE

AMANO McGANN
PARKING, REVENUE, ACCESS SYSTEMS, AND SOFTWARE
851 TAFT STREET N.E.
MINNEAPOLIS, MN 55413
(612) 331-2020
FAX: (612) 331-5187
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PROJECT TITLE	TYPICAL LAYOUT - AMG EQUIPMENT CR IN / FREE OUT			
DATE	BY JL	SCALE	# TPM003	

AMANO McGANN.

WORLD LEADER IN PARKING SYSTEMS

651 Taft Street NE // Minneapolis, MN 55413 // Tel: 612-331-2020 // Fax: 612-331-5187
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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: 8/4/15

OWNER: ☐
ARCHITECT: ☐
CONTRACTOR: ☐
FIELD: ☐
OTHER: ☒

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:
Increase to subcontract for Air Freight instead of Ocean Freight

The original Subcontract Sum was	$ 232,177.00
The net change by previously authorized Change Orders	$ 0.00
The Subcontract Sum prior to this Change Order was	$ 232,177.00
The Subcontract Sum will be increased by this Change Order in the amount of	$ 17,545.00
The new Subcontract Sum including this Change Order will be	$ 249,722.00

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~~.

~~ARCHITECT~~ SUBCONTRACTOR *(Firm name)*	CONTRACTOR *(Firm name)*	~~OWNER (Firm name)~~
AMERICAN ELEVATOR CO.	RESTORATION SPECIALISTS, LLC	
120C Pigeon Bay Road Summerville, SC 29484	1042-A East Montague Ave. Charleston, SC 29405	
ADDRESS	ADDRESS	ADDRESS
BY *(Signature)*	BY *(Signature)*	~~BY (Signature)~~
Rich Easler	Dennis Schuman - Executive Director	
(Typed name)	*(Typed name)*	~~(Typed name)~~
DATE	8/4/15 DATE	DATE

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User Notes:
(1450002758)

Dennis Schumm

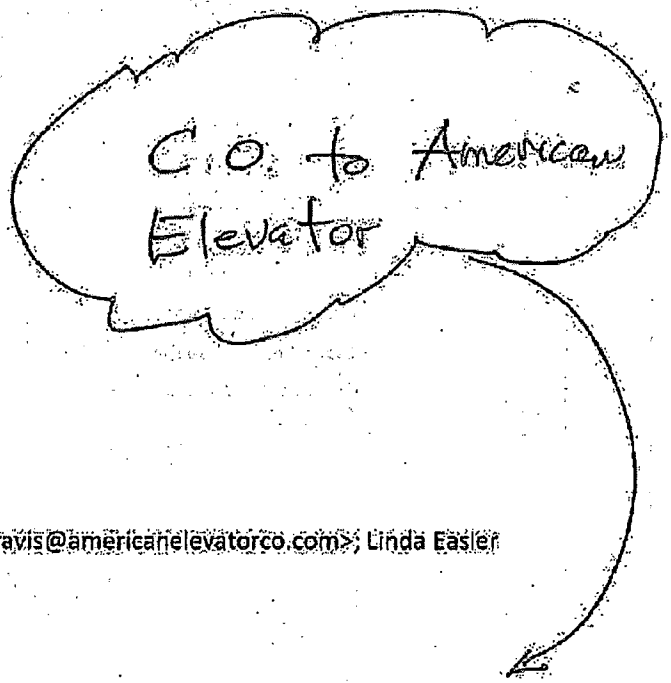
From: Jack E. ellison Sr <jack@restspec.com>
Sent: Tuesday, August 4, 2015 12:47 PM
To: Dennis Schumm
Cc: Mark Ward
Subject: FW: Air Freight vs. Ocean Freight-Augusta VAMC

Ask & you shall receive

Jack E. Ellison Sr.
Superintendent
Restoration Specialists, LLC

RESTORATION
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: Rick Easler [mailto:rick@americanelevatorco.com]
Sent: Wednesday, July 8, 2015 7:43 AM
To: Jack E. ellison Sr <jack@restspec.com>; Travis Easler <travis@americanelevatorco.com>; Linda Easler <linda@americanelevatorco.com>
Subject: Fwd: Air Freight vs. Ocean Freight-Augusta VAMC

Jack,
The Ocean freight was included in original bid so the ADD for Air freight would be $17,545.00
Please let me know how you want to proceed.
Thanks,
Rick
---------- Forwarded message ----------
From: **José Luis Casanova** <jose.casanova@hidral.us.com>
Date: Tue, Jul 7, 2015 at 4:22 PM
Subject: Air Freight vs. Ocean Freight-Augusta VAMC
To: Rick Easler <rick@americanelevatorco.com>
Cc: Travis Easler <travis@americanelevatorco.com>, Brandi Sims <brandi.sims@hidral.us.com>

Hello Rick,

Please find below the summary of the analysis to expedite the delivery using air freight in lieu of ocean freight.

AIA® Document G701™ – 2001

Change Order

PROJECT *(Name and address)*:	CHANGE ORDER NUMBER: 002	OWNER: ☐
Contract No: VA247-12-C-0035	DATE: 11/2/15	ARCHITECT: ☐
Charlie Norwood VAMC Parking Garage		CONTRACTOR: ☐
950 15th Street		FIELD: ☐
Augusta, GA 30901	ARCHITECT'S CONTRACTOR'S PROJECT NUMBER:	OTHER: ☒
TO SUBCONTRACTOR *(Name and address)*:	1401-142400-018	
American Elevator Company	SUBCONTRACT DATE: September 10, 2014	
120 C Pigeon Bay Road	SUBCONTRACT FOR: Elevator	
Summerville, SC 29484		

THE SUBCONTRACT IS CHANGED AS FOLLOWS:
(Include, where applicable, any unallocated amount attributable to previously executed Construction Change Directives)
This change order is for the following:
Deduct for equipment rental by Restoration Specialists for use by American Elevator as agreed to by Rick Easler at American Elevator.

The original Subcontract Sum was	$	232,177.00
The net change by previously authorized Change Orders	$	17,545.00
The Subcontract Sum prior to this Change Order was	$	249,722.00
The Subcontract Sum will be increased by this Change Order in the amount of	$	-1,999.44
The new Subcontract Sum including this Change Order will be	$	247,722.56

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.

AMERICAN ELEVATOR CO.	RESTORATION SPECIALISTS, LLC	
ARCHITECT SUBCONTRACTOR *(Firm name)*	CONTRACTOR *(Firm name)*	OWNER *(Firm name)*
120C Pigeon Bay Road Summerville, SC 29484	1042-A East Montague Ave. Charleston, SC 29405	
ADDRESS	ADDRESS	ADDRESS
BY *(Signature)*	BY *(Signature)*	BY *(Signature)*
Rich Easler	Dennis Schumm - Executive Director	
(Typed name)	*(Typed name)*	*(Typed name)*
	11/2/15	
DATE	DATE	DATE

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User Notes: (1162232882)

United Rentals

BRANCH 958
3425 MIKE PADGETT HIGHWAY
AUGUSTA GA 30906
706-550-9898
706-550-7828 FAX

4 WEEK BILLING INVOICE

#130628698-001

V/DK TE

Job site

NEW VAMC PARKING DECK
950 15TH ST
AUGUSTA GA 30901-2608

Office: 843-277-2059 Cell: 843-200-0501

RESTORATION SPECIALISTS LLC
1042A E MONTAGUE AVE
N CHARLESTON SC 29405-4917

Customer #	1393460
Invoice Date	08/27/15
Date Out	08/12/15 08:00 AM
Billed Through	09/09/15 00:00
UR Job Loc	950 15TH ST, AUGUSTA
UR Job #	1
Customer Job ID	
P.O. #	VAMC
Ordered By	JACK ELLISON
Written By	CYCLE BILL
Salesperson	ANDREW HARDING

Invoice Amount $2,732.50

Terms: Due Upon Receipt
Payment options: Contact our credit office 212-333-6600 Ext. 84834
REMIT TO: UNITED RENTALS (NORTH AMERICA) INC.
PO BOX 100711
ATLANTA GA 30384-0711

RENTAL ITEMS:

Qty	Equipment	Description	Minimum	Day	Week	4 Week	Amount
1	1218078	FORKLIFT VARIABLE REACH 5000# 16-20' Make: GENIE Model: GTH-5519 Serial: GTH5519-21012 Meter out: 1489.76 Meter in: .00		335.00	796.00	1850.00	1,850.00
						Rental Subtotal:	1,850.00

SALES/MISCELLANEOUS ITEMS:

Qty	Item		Price	Unit of Measure	Extended Amt.
4	CAUTION TAPE,REINFORCED 3"X50'	[76-0600/EMPIR]	21.250	EACH	85.00
4	DANGER TAPE,REINFORCED 3"X500'	[76-0604/EMPIR]	30.120	EACH	120.52
1	PROPERTY TAX RECOVERY FEE	[DRSURGA/MCI]	27.750	EACH	27.75
1	ENVIRONMENTAL CHARGE	[ENV/MCI]	24.050	EACH	24.05
1	DELIVERY CHARGE		95.000	EACH	95.00 RS
1	PICKUP CHARGE		95.000	EACH	95.00 AE
				Sales/Misc Subtotal:	447.32

RS cost

1/2 RS
1/2 AE

Agreement Subtotal:	2,297.32
Rental Protection:	259.00
Tax:	176.18
Total:	2,732.50

COMMENTS/NOTES:

Jack Ellison: 843-200-0501

BILLED FOR FOUR WEEKS 8/12/15 THRU 9/09/15 08:00 AM

TO SCHEDULE EQUIPMENT FOR PICKUP, OR TO MODIFY AGREEMENTS (800-877-3687)
WE ARE AVAILABLE 24/7 TO SUPPLY YOU WITH A CONFIRMATION
IN ORDER TO CLOSE THIS CONTRACT

COPY

1st Week RS Cost
3 Weeks Back Charge
to American Equator

THIS 4 WEEK BILLING INVOICE IS ISSUED SUBJECT TO THE TERMS AND CONDITIONS OF THE RENTAL AGREEMENT, WHICH ARE INCORPORATED HEREIN BY REFERENCE. A COPY OF THE RENTAL AGREEMENT IS AVAILABLE UPON REQUEST.

United Rentals

BRANCH 956
2425 MIKE PADGETT HIGHWAY
AUGUSTA GA 30906
706-650-9038
706-650-7828 FAX

RENTAL RETURN INVOICE

130945069-001

Job Site

NEW VAMC PARKING DECK
950 15TH ST
AUGUSTA GA 30901-2608

Office: 843-277-2059 Cell: 843-200-0501

RESTORATION SPECIALISTS LLC
1042A E MONTAGUE AVE
N CHARLESTON SC 29405-4917

Customer #	1393460
Invoice Date	08/24/15
Rental Out	08/24/15 12:26 PM
Rental In	08/24/15 03:26 PM
UR Job Loc	950 15TH ST, AUGUSTA
UR Job #	1
Customer Job ID	
P.O. #	VA PARKING
Ordered By	RICK EASLER
Written By	ZACH KADUCE
Salesperson	CHAD MIMS

Invoice Amount: $149.32

Terms: Due Upon Receipt
Payment options: Contact our credit office 212-358-5600 Ext. 84334
REMIT TO: UNITED RENTALS (NORTH AMERICA) INC.
PO BOX 100711
ATLANTA GA 30384-0711

RENTAL ITEMS:

QTY	Equipment	Description	Minimum	Day	Week	4 Week	Amount
1	363617RA	COMPRESSOR 175-195 CFM Make: ATLASCOPCO Model: XAS185JDHH Serial: HOP036562 Meter out: 833.60 Meter in: 834.50	121.00	121.00	391.00	795.00	121.00

Rental Subtotal: 121.00

SALES/MISCELLANEOUS ITEMS:

Qty	Item		Price	Unit of Measure	Extended Amt
1	ENVIRONMENTAL CHARGE	[ENV/MCI]	1.570	EACH	1.57

Sales/Misc Subtotal: 1.57

Agreement Subtotal:	122.57
Rental Protection:	16.94
Tax:	9.81
Total:	149.32

Back charge all to American Elevator

THIS INVOICE IS ISSUED SUBJECT TO THE TERMS AND CONDITIONS OF THE RENTAL AGREEMENT, WHICH ARE INCORPORATED HEREIN BY REFERENCE. A COPY OF THE RENTAL AGREEMENT IS AVAILABLE UPON REQUEST.

United Rentals

BRANCH 958
2425 MIKE PADGETT HIGHWAY
AUGUSTA, GA 30906
706-650-9898
706-650-7828 FAX

RENTAL RETURN INVOICE

DK
JE

130833798-001

Job site

NEW VAMC PARKING DECK
950 15TH ST
AUGUSTA GA 30901-2608

Office: 843-277-2059 Cell: 843-200-0501

Customer #	13934160
Invoice Date	08/24/15
Rental Out	08/19/15 11:17 AM
Rental In	08/24/15 12:26 PM
UR Job Loc	950 15TH ST, AUGUSTA
UR Job #	1
Customer Job ID	
P.O. #	VA PARKING
Ordered By	RICK EASLER
Written By	REGGIE STILL
Salesperson	CHAD MIMS

6.1.1373.1 MD-0.436 82112S11.007 815402 1-2 0

RESTORATION SPECIALISTS LLC
1042A E MONTAGUE AVE
N CHARLESTON SC 29405-4917

Invoice Amount: $197.64

Terms: Due Upon Receipt.
Payment options: Contact our credit office 212-333-0600 Ext. 64034
REMIT TO: UNITED RENTALS (NORTH AMERICA) INC.
PO BOX 100711
ATLANTA GA 30384-0711

RENTAL ITEMS:

Qty	Equipment	Description	Minimum	Day	Week	4 Week	Amount
1	903/5674	SKID STEER AUGER BIT 24"	55.00	55.00	162.00	365.00	162.00

Rental Subtotal:	162.00
Agreement Subtotal:	162.00
Rental Protection:	22.68
Tax:	12.96
Total:	197.64

Back Charge all to American Elevator
986

THIS INVOICE IS ISSUED SUBJECT TO THE TERMS AND CONDITIONS OF THE RENTAL AGREEMENT, WHICH ARE INCORPORATED HEREIN BY REFERENCE. A COPY OF THE RENTAL AGREEMENT IS AVAILABLE UPON REQUEST.

United Rentals

BRANCH 958
1435 MIKE PADGETT HIGHWAY
AUGUSTA GA 30906
706-650-9090
706-650-2828 FAX

RENTAL RETURN INVOICE

131234541-001

Customer #	: 1393460
Invoice Date	: 09/03/15
Rental Out	: 09/03/15 09:13 AM
Rental In	: 09/03/15 12:49 PM
UR Job Loc	: 950 15TH ST, AUGUSTA
UR Job #	: 1
Customer Job ID	:
P.O. #	: VA PARKING
Ordered By	: JACK ELLISON
Written By	: BENJAMIN WHITE
Salesperson	: CHAD MIMS

Job site

NEW VAMC PARKING DECK
950 15TH ST
AUGUSTA GA 30901-2608

Office: 843-277-2059 Cell: 843-200-0501

9.1.1150 1/8 0.436 847385 1 05 014503 1 1 0

RESTORATION SPECIALISTS LLC
1042A E MONTAGUE AVE
N CHARLESTON SC 29405-4917

Invoice Amount: $157.95

Terms: Due Upon Receipt
Payment options: Contact our credit office 212-333-6600 Ext. 84834
REMIT TO: UNITED RENTALS (NORTH AMERICA) INC.
PO BOX 100711
ATLANTA GA 30384-0711

RENTAL ITEMS:

Qty	Equipment	Description	Minimum	Day	Week	4 Week	Amount
1	863617RA	COMPRESSOR 175-185 CFM Make: ATLASCOPCO Model: XAS185JDHH Serial: AOP036562 Meter out: 834.50 Meter in: 835.45		129.00	391.00	795.00	128.00

Rental Subtotal: 128.00

SALES/MISCELLANEOUS ITEMS:

Qty	Item		Price	Unit of Measure	Extended Amt.
1	ENVIRONMENTAL CHARGE	[ENV/MCI]	1.660	EACH	1.66

Sales/Misc Subtotal: 1.66

Agreement Subtotal: 129.66
Rental Protection: 12.92
Tax: 15.37
Total: ~~157.95~~

Back charge All to American Alternator 9/22/15

THIS INVOICE IS ISSUED SUBJECT TO THE TERMS AND CONDITIONS OF THE RENTAL AGREEMENT, WHICH ARE INCORPORATED HEREIN BY REFERENCE. A COPY OF THE RENTAL AGREEMENT IS AVAILABLE UPON REQUEST.

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: 003 DATE: 11/4/15	OWNER: ☐ ARCHITECT: ☐ CONTRACTOR: ☐ FIELD: ☐ OTHER: ☒
TO SUBCONTRACTOR *(Name and address)*: American Elevator Company 120 C Pigeon Bay Road Summerville, SC 29484	ARCHITECT'S CONTRACTOR'S PROJECT NUMBER: 1401-112400-018 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 equipment rental by Restoration Specialists for use by American Elevator as agreed to by Rick Easler at American Elevator. See attached invoices.

The original Subcontract Sum was	$	232,177.00
The net change by previously authorized Change Orders	$	15,545.56
The Subcontract Sum prior to this Change Order was	$	247,722.56
The Subcontract Sum will be increased by this Change Order in the amount of	$	-578.73
The new Subcontract Sum including this Change Order will be	$	247,143.83

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.

ARCHITECT SUBCONTRACTOR *(Firm name)*	CONTRACTOR *(Firm name)*	OWNER *(Firm name)*
AMERICAN ELEVATOR CO.	RESTORATION SPECIALISTS, LLC	
120C Pigeon Bay Road Summerville, SC 29484 ADDRESS	1042-A East Montague Ave. Charleston, SC 29405 ADDRESS	ADDRESS
BY *(Signature)*	BY *(Signature)*	BY *(Signature)*
Rich Easler *(Typed name)*	Dennis Schumm , Executive Director *(Typed name)*	*(Typed name)*
DATE	11/04/15 DATE	DATE

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User Notes: (1382315119)

United Rentals

BRANCH 958
2425 MIKE PADGETT HIGHWAY
AUGUSTA GA 30906
706-650-9898
706-650-7828 FAX

RENTAL RETURN INVOICE

131416642-002

Customer #	: 1393460
Invoice Date	: 09/17/15
Rental Out	: 09/11/15 08:00 AM
Rental In	: 09/16/15 03:58 PM
UR Job Loc	: 950 15TH ST, AUGUSTA
UR Job #	: 1
Customer Job ID	:
P.O. #	: VA PARKING
Ordered By	: RICK
Written By	: EARL ETHERIDGE III
Salesperson	: ANDREW HARDING

Job Site

NEW VAMC PARKING DECK
950 15TH ST
AUGUSTA GA 30901-2608

Office: 843-277-2059 Cell: 843-200-0501

RESTORATION SPECIALISTS LLC
1042A E MONTAGUE AVE
N CHARLESTON SC 29405-4917

Invoice Amount: $545.90

Terms: Due Upon Receipt
Payment options: Contact our credit office 213-333-6600 ext. 6
REMIT TO: UNITED RENTALS (NORTH AMERICA) INC.
PO BOX 100711
ATLANTA GA 30384-0711

RENTAL ITEMS:

Qty	Equipment	Description	Minimum	Day	Week	4 Week	Amount
1	843423RA	COMPRESSOR 185-195 CFM Make: ATLASCOPCO Model: XAS185JDHH Serial: HOP035112 Meter out: 1446.90 Meter in: 1448.20		129.00	391.00	795.00	391.00
1	110/2400	AIR HOSE 1/4" X 50'		16.00	37.00	73.00	37.00
						Rental Subtotal:	428.00

SALES/MISCELLANEOUS ITEMS:

Qty	Item		Price	Unit of Measure	Extended Amt.
1	ENVIRONMENTAL CHARGE	[ENV/MCI]	5.080	EACH	5.08
2.6	DYED DIESEL	[DYEDDSL/MCI]	6.500	EACH	16.90
				Sales/Misc Subtotal:	21.98
				Agreement Subtotal:	433.08
				Fuel:	16.90
				Rental Protection:	59.92
				Tax:	36.00
				Total:	545.90

COMMENTS/NOTES:

customer pickup
1958

COPY

THIS INVOICE IS ISSUED SUBJECT TO THE TERMS AND CONDITIONS OF THE RENTAL AGREEMENT, WHICH ARE INCORPORATED HEREIN BY REFERENCE. A COPY OF THE RENTAL AGREEMENT IS AVAILABLE UPON REQUEST.

You Can Now Access Invoice History and Update Purchase Orders Online
To Sign Up, contact URCentralSupport@ur.com

United Rentals

BRANCH 558
2425 MIKE PADGETT HIGHWAY
AUGUSTA GA 30906
706-650-9898
706-650-7828 FAX

RENTAL RETURN INVOICE

130628698-002

Job Site

NEW VAMC PARKING DECK
950 15TH ST
AUGUSTA GA 30901-2608

Office: 843-277-2059 Cell: 843-200-0501

RESTORATION SPECIALISTS LLC
1042A E MONTAGUE AVE
N CHARLESTON SC 29405-4917

Customer #	1393160
Invoice Date	09/14/15
Rental Out	08/12/15 08:00 AM
Rental In	09/09/15 08:00 AM
UR Job Loc	950 15TH ST, AUGUSTA
UR Job #	1
Customer Job ID	
P.O. #	VAMC
Ordered By	JACK ELLISON
Written By	BENJAMIN WHITE
Salesperson	ANDREW HARDING

Invoice Amount: $32.83

Terms: Due Upon Receipt
Payment options: Contact our credit office 219-133-6600 Ext. 0
REMIT TO: UNITED RENTALS (NORTH AMERICA) INC.
PO BOX 100711
ATLANTA GA 30384-0711

RENTAL ITEMS:

Qty	Equipment	Description	Minimum	Day	Week	4 Week	Amount
1	121R076	FORKLIFT 5000# 10-20' VARIABLE REACH Make: GENIE Model: GTH-5519 Serial: GTH551911-21012 Meter out: 1489.76 Meter in: 1545.00		345.00	796.00	1850.00	N/C

Rental Subtotal:

SALES/MISCELLANEOUS ITEMS:

Qty	Item		Price	Unit of Measure	Extended Amt
1	PROPERTY TAX RECOVERY FEE	[DRSURCH/HCI]		EACH	N/C
8	DIESEL	[DSL/HCI]	3.800	EACH	30.40

Sales/Misc Subtotal: 30.40

Fuel:	30.40
Tax:	2.43
Total:	32.83

COMMENTS/NOTES:

Jack Ellison: 843-200-0501

FINAL BILL: 9/09/15 08:00 AM THRU 9/09/15 08:00 AM

COPY

Bad check Insufficient Electronic (no $)

THIS INVOICE IS ISSUED SUBJECT TO THE TERMS AND CONDITIONS OF THE RENTAL AGREEMENT, WHICH ARE INCORPORATED HEREIN BY REFERENCE. A COPY OF THE RENTAL AGREEMENT IS AVAILABLE UPON REQUEST.

You Can Now Access Invoice History and Update Purchase Orders Online
To Sign Up, contact URCentralSupport@ur.com

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: 11/5/15	OWNER: ☐ ARCHITECT: ☐ CONTRACTOR: ☐ FIELD: ☐ OTHER: ☒
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: $-17,543.00
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.

ARCHITECT SUBCONTRACTOR *(Firm name)*	CONTRACTOR *(Firm name)*	OWNER *(Firm name)*
AMERICAN ELEVATOR CO.	RESTORATION SPECIALISTS, LLC	
120C Pigeon Bay Road Summerville, SC 29481 ADDRESS	1042-A East Montague Ave. Charleston, SC 29405 ADDRESS	ADDRESS
BY *(Signature)*	BY *(Signature)*	BY *(Signature)*
Rich Easler *(Typed name)*	Dennis Schumm, Executive Director *(Typed name)*	*(Typed name)*
DATE	11/05/15 DATE	DATE

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American Elevator Co., Inc.
Summerville, SC 29484-1946
PO Box 1946
Summerville, SC 29484-1946

AMERICAN Elevator Co.

INVOICE

INVOICE NO.
1501662
DATE
7/29/2015

Restoration Specialist LLC
1020-B East Montague Ave
N Charleston, SC 29405

PHONE NO.	FAX	P.O. NO.	TERMS
843-875-1006	843-875-9816 or 843-875-5323	VAMC GA	Due on receipt

DESCRIPTION	AMOUNT
25% of materials in warehouse	36,835.00
Expedited Air Freight for 2 Elevators	17,545.00
We accept Visa, Mastercard and Discover	**TOTAL** **$54,380.00**

E-mail linda@americanelevatorco.com

Thank you for your business!

APPLICATION FOR PAYMENT

CAP702
Page 1 of 2

To:
Restoration Specialists LLC of SC
1020-B East Montague
N Charleston, SC 29405

From Contractor:
American Elevator Co., Inc.
PO Box 1946
Summerville, SC 29484

PROJECT:
VAMC PRKG AUGUSTA GA
VAMC Parking Garage
950 15th Street
Augusta, GA 30901

VIA ARCHITECT:
Structured Parking Solutions
21 South Tarragona Street
Pensacola, FL 32502

CONTRACT FOR: Restoration Specialist LLC

Application No:	Application Date:	Period To:	Contract Date:
4	JUL 29 2015	JUL 29 2015	NOV 24 2014

Project Nos:

Distribution to: ☐ Owner ☐ Architect ☐ Contractor ☐ Construction Mgr ☐ Field ☐ Other

Contractor's Application for Payment

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

1. Original Contract Amount:	$	232,177.00
2. Net of Change Orders:	$	17,545.00
3. Net Amount of Contract:	$	249,722.00
4. Total Completed & Stored to Date:	$	108,017.00
5. Retainage Summary:		
a. 0.00 % of Completed Work	$	0.00
b. 0.00 % of Stored Material	$	0.00
Total Retainage:	$	0.00
6. Total Completed Less Retainage:	$	108,017.00
7. Less Previous Applications:	$	53,637.00
8. Current Payment Due, This Application:	$	54,380.00
9. Contract Balance (Including Retainage)	$	141,705.00

CHANGE ORDER Activity	Additions	Subtractions
Total previously approved:	17,545.00	0.00
Total approved this Month:	0.00	0.00
Sub Totals:	17,545.00	0.00
NET of Change Orders:	17,545.00	

CONTRACTOR'S CERTIFICATION:

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

(Authorizing Signature) _____
Travis Easler
Date: JUL 29 2015
State Authorized: South Carolina
County of: Dorchester
Subscribed and sworn to before me this 29 day of July.
Notary Public: Linda W. Easler
My Commission expires: March 15, 2021

ARCHITECT'S CERTIFICATION:

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

AMOUNT CERTIFIED

_____ Date: _____
(Architects Signature)

715

RS00161

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APPLICATION FOR PAYMENT

CAP702

TO:
Restoration Specialists LLC of SC
1020-B East Montague
N Charleston, SC 29405

PROJECT:
VAMC PRKG AUGUSTA GA
VAMC Parking Garage
950 15th Street
Augusta, GA 30901

Application No:	Application Date:	Period To:	Contract Date:
4	JUL 29,2015	JUL 29,2015	NOV 24,2014

Project Nos:

Distribution to: ☐ Owner ☐ Construction Mgr ☐ Architect ☐ Field ☐ Contractor ☐ Other

FROM CONTRACTOR:
American Elevator Co., Inc.
PO Box 1946
Summerville, SC 29484

VIA ARCHITECT:
Structured Parking Solutions
21 South Tarragona Street
Pensacola, FL 32502

CONTRACT FOR: Restoration Specialist LLC

Contractor's Application for Payment

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

1. Original Contract Amount:	$	232,177.00
2. Net of Change Orders:	$	17,545.00
3. Net Amount of Contract:	$	249,722.00
4. Total Completed & Stored to Date:	$	108,017.00
5. Retainage Summary:		
a. 0.00 % of Completed Work	$	0.00
b. 0.00 % of Stored Material	$	0.00
Total Retainage:	$	0.00
6. Total Completed Less Retainage:	$	108,017.00
7. Less Previous Applications:	$	53,637.00
8. Current Payment Due, This Application:	$	54,380.00
9. Contract Balance (Including Retainage)	$	141,705.00

CHANGE ORDER Activity	Additions	Subtractions
Total previously approved:	17,545.00	0.00
Total approved this Month:	0.00	0.00
Sub Totals:	17,545.00	0.00
NET of Change Orders:	17,545.00	

CONTRACTOR'S CERTIFICATION:

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

(Authorizing Signature) _____
Travis Easler
Date: JUL 29,2015
State Authorized: South Carolina
County of:

Subscribed and sworn to before me this 29 day of July
Notary Public: Linda W Easler
My Commission expires: March 15 2021

ARCHITECT'S CERTIFICATION:

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

AMOUNT CERTIFIED:

_____ Date: _____
(Architects Signature)

716

RS00162

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American Elevator Co., Inc.
Summerville, SC 29484-1946
PO Box 1946
Summerville, SC 29484-1946

AMERICAN Elevator Co.

INVOICE

INVOICE NO.
1501753
DATE
9/21/2015

Restoration Specialist LLC
1020-B East Montague Ave
N Charleston, SC 29405

PHONE NO.	FAX	P.O. NO.	TERMS
843-875-1006	843-875-9816 or 843-875-5323	VAMC GA	Due on receipt

DESCRIPTION	AMOUNT
Labor - Rails Brackets Pistons	4,457.00
Labor - Pumping Units Platforms	4,457.00
Labor - Running Temporary	3,000.00
Labor - Ents Hall Fix Door Equipment	5,000.00
We accept Visa, Mastercard and Discover	**TOTAL** $16,914.00

E-mail: linda@americanelevatorco.com **Thank you for your business!**

APPLICATION FOR PAYMENT

CAP702

To:
Restoration Specialists LLC of SC
1020-B East Montague
N Charleston, SC 29405

From Contractor:
American Elevator Co., Inc.
PO Box 1946
Summerville, SC 29484

PROJECT:
VAMC PRKG AUGUSTA GA
VAMC Parking Garage
950 15th Street
Augusta, GA 30901

VIA ARCHITECT:
Structured Parking Solutions
21 South Tarragona Street
Pensacola, FL 32502

CONTRACT FOR: Restoration Specialist LLC

Application No:	Application Date:	Period To:	Contract Date:
6	SEP 20 2015	SEP 20 2015	NOV 24 2014

Project Nos:

Distribution List: [ ] Owner [ ] Architect [X] Contractor [X] Construction Mgr. [ ] Field [ ] Other

Contractor's Application for Payment

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

1. Original Contract Amount:	$	232,177.00
2. Net of Change Orders:	$	17,545.00
3. Net Amount of Contract:	$	249,722.00
4. Total Completed & Stored to Date:	$	235,436.00
5. Retainage Summary:		
a. 0.00 % of Completed Work	$	0.00
b. 0.00 % of Stored Material	$	0.00
Total Retainage:	$	0.00
6. Total Completed Less Retainage:	$	235,436.00
7. Less Previous Applications:	$	218,522.00
8. Current Payment Due This Application	$	16,914.00
9. Contract Balance (Including Retainage)	$	14,286.00

CHANGE ORDER Activity	Additions	Subtractions
Total previously approved:	17,545.00	0.00
Total approved this Month:	0.00	0.00
Sub Totals:	17,545.00	0.00
NET of Change Orders:	17,545.00	

CONTRACTOR'S CERTIFICATION:

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

(Authorizing Signature) Travis Easler

Date: SEP 20 2015

State Authorized: South Carolina

County of:

Subscribed and sworn to before me this 20 day of September

Notary Public: Linda W Easler

My Commission expires: March 15, 2021

ARCHITECT'S CERTIFICATION:

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

AMOUNT CERTIFIED

(Architects Signature) Date:

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RS00164

APPLICATION FOR PAYMENT - CONTINUATION SHEET

CAP703 Page 2 of 2 Pages

From:
American Elevator Co., Inc.
PO Box 1946
Summerville, SC 29484

To:
Restoration Specialists LLC of SC
1020-B East Montague
N Charleston, SC 29405

Project:
VAMC PRKG AUGUSTA GA
VAMC Parking Garage
950 15th Street
Augusta, GA 30901

Application No: 6
Application Date: 9/20/2015
Period To: 9/20/2015
Contract Date: 11/24/2014
Architects Project#:

A Item No	B Description of Work	C Contract Value	D Work Completed: From Previous Application (D + E)	E Work Completed: This Period	F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	% (G / C)	H Balance To Finish (C - G)	I Retainage (If Variable Rate)
1	Engineering and Permits	22,637.00	22,637.00	0.00	0.00	22,637.00	100	0.00	0.00
2	Well Hole Drilling Start	15,500.00	15,500.00	0.00	0.00	15,500.00	100	0.00	0.00
3	Well Hole Drilling Complete	15,500.00	15,500.00	0.00	0.00	15,500.00	100	0.00	0.00
4	Materials	147,340.00	147,340.00	0.00	0.00	147,340.00	100	0.00	0.00
5	Labor - Rails Brackets Pistons	4,457.00	0.00	4,457.00	0.00	4,457.00	100	0.00	0.00
6	Labor-Pumping Units Platforms	4,457.00	0.00	4,457.00	0.00	4,457.00	100	0.00	0.00
7	Labor-Running Temporary	3,000.00	0.00	3,000.00	0.00	3,000.00	100	0.00	0.00
8	Labor-Car & Hoistway wiring	7,886.00	0.00	0.00	0.00	0.00	0	7,886.00	0.00
9	Labor-Ents Hall Fix Door Equip	5,000.00	0.00	5,000.00	0.00	5,000.00	100	0.00	0.00
10	Cabs Install Door wire compl	4,400.00	0.00	0.00	0.00	0.00	0	4,400.00	0.00
11	Labor-Adj Cleanup Final Insp	2,000.00	0.00	0.00	0.00	0.00	0	2,000.00	0.00
12	Air Freight	17,545.00	17,545.00	0.00	0.00	17,545.00	100	0.00	0.00
		249,722.00	218,522.00	16,914.00	0.00	235,436.00	94	14,286.00	0.00

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RS0165

AIA® Document A401™ – 2007

Standard Form of Agreement Between Contractor and Subcontractor

AGREEMENT made as of the 4th 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)

American Elevator Co.
120 C Pigeon Bay Rd.
Summerville, SC 29484-1946
Phone: (843) 875-1006

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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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

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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.

Init.

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User Notes:

§ 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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User Notes:

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.)

[X] 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	Substantial Completion Date
Provide all supervision and labor to install two (2) Hydraulic Passenger Elevators and well hole drilling as detailed in the contract documents and per the attached quote from American Elevator dated 10/28/14. **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 EXHANGE 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 Two hundred twenty two thousand one hundred seventy seven dollars and 00/100, ($ 232,177.00), 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

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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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User Notes:

§ 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. American Elevator Co. 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: 1401-1424000-018
This Contract / P.O. # is to be referenced on all billings / invoices / submittals, etc.

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User Notes:

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

RESTORATION SPECIALISTS, LLC	AMERICAN ELEVATOR CO.
CONTRACTOR *(Signature)*	**SUBCONTRACTOR** *(Signature)*
Dennis Schumm – Executive Director	
(Printed name and title)	*(Printed name and title)*

AMERICAN
Elevator Co.

PROPOSAL

ATTN: John Kendle **October 28, 2014**
Palmetto Construction Group

SUBJECT:
VA Parking
Augusta, GA

Propose the following:
Furnish and Install Two (2) Hydraulic Passenger Elevators in accordance with plans and spec's for VA Medical Center in Augusta ,GA.

1) M&L per above	**$219,287.00**
2) Well Hole Drilling per attached Quote	**12,890.00**
Total Project	**$232,177.00**

Please note we are a Woman Owned Small Business, WMBE Certified.

Price: TWO HUNDRED THIRTY TWO THOUSAND ONE HUNDRED SEVENTY SEVEN AND NO/100 DOLLARS.....$232,177.00

Date Accepted: _____

NAME _____
TITLE _____
CUSTOMER

NAME [signature]
TITLE Vice President
AMERICAN ELEVATOR CO.

120 C Pigeon Bay Rd, Summerville, SC 29484 843-875-1006 or 800-822-6001
PO Box 1946 Summerville, SC 29484-1946

09.12.2014

Quote

To: American Elevator Co.

Attn: Rick

Job Name: VA Parking GA

Address: Augusta, GA

Quantity	Description	Unit Price	Total
2	Outside Drilling		$11,890.00
	Drill and case 41' using 18" casing	$5,945.00 Each	
	Tri-State will install & plumb jack (provided by American Elevator)	$500.00 Each	$1,000.00
	**A deposit of 50% is due before work begins		
	Subtotal		$12,890.00
	Sales Tax		0
	Total Amount		$12,890.00

TRI-STATE DRILLING & REPAIR, INC.

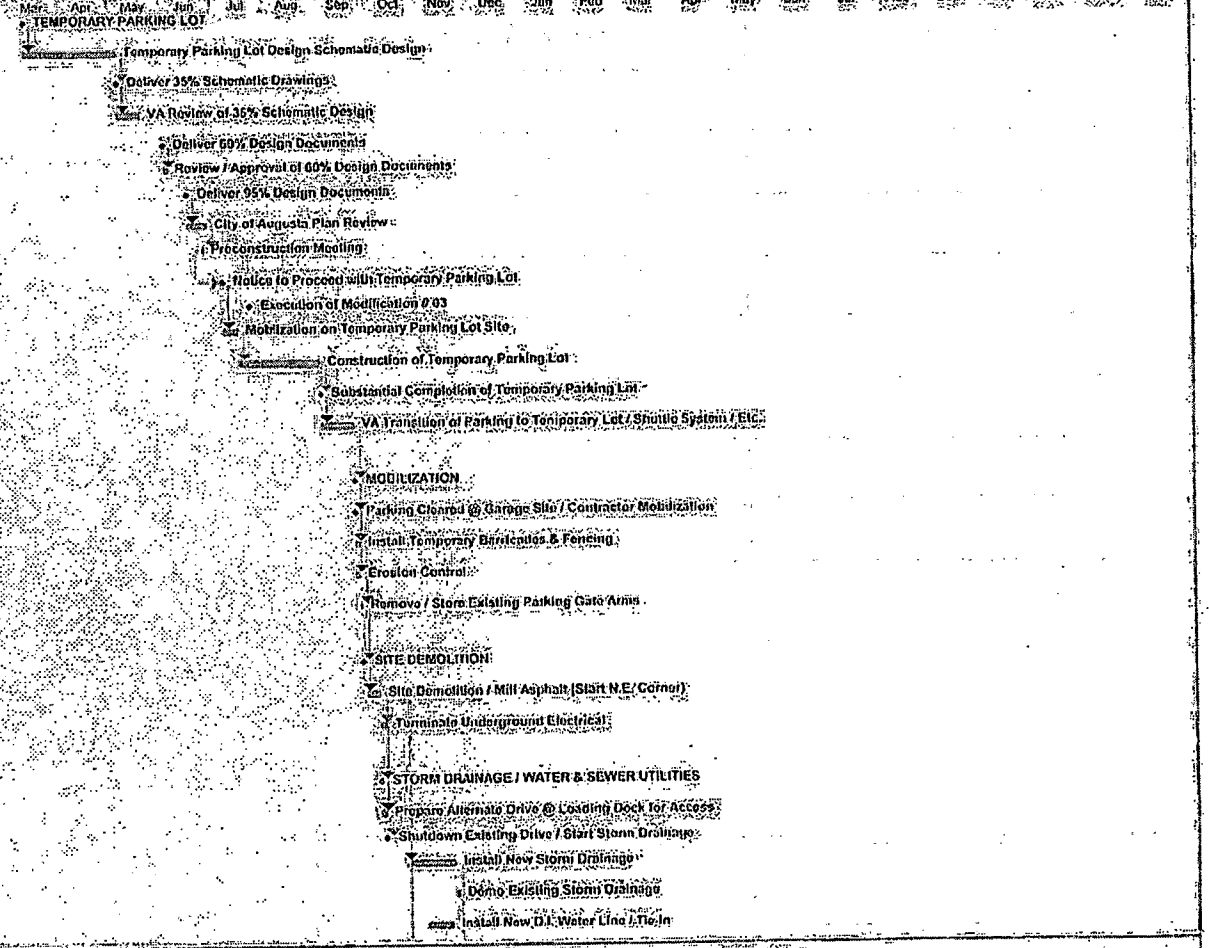
Tel (863) 491-5552
Fax (863) 494-7672

4326 SE Brown Road
Arcadia, Florida 34266

www.tri-statedrilling.com
angela@tri-statedrilling.com

AUGUSTA VAMC PARKING GARAGE

ID	Task Name	Duration	Start	Finish
1	TEMPORARY PARKING LOT	0 days	Tue 3/11/14	Tue 3/11/14
2	Temporary Parking Lot Design Schematic Design	40 days	Tue 3/11/14	Mon 5/5/14
3	Deliver 35% Schematic Drawings	0 days	Mon 5/5/14	Mon 5/5/14
4	VA Review of 35% Schematic Design	10 days	Tue 5/6/14	Mon 5/19/14
5	Deliver 60% Design Documents	0 days	Mon 6/2/14	Mon 6/2/14
6	Review / Approval of 60% Design Documents	3 days	Mon 6/2/14	Wed 6/4/14
7	Deliver 95% Design Documents	0 days	Mon 6/16/14	Mon 6/16/14
8	City of Augusta Plan Review	10 days	Mon 6/16/14	Fri 6/27/14
9	Preconstruction Meeting	1 day	Wed 6/25/14	Wed 6/25/14
10	Notice to Proceed with Temporary Parking Lot	0 days	Mon 7/7/14	Mon 7/7/14
11	Execution of Modification # 03	0 days	Wed 7/23/14	Wed 7/23/14
12	Mobilization on Temporary Parking Lot Site	7 days	Mon 7/7/14	Tue 7/15/14
13	Construction of Temporary Parking Lot	35 days	Wed 7/16/14	Tue 9/2/14
14	Substantial Completion of Temporary Parking Lot	0 days	Tue 9/2/14	Tue 9/2/14
15	VA Transition of Parking to Temporary Lot / Shuttle System / Etc	14 days	Wed 9/3/14	Mon 9/22/14
16				
17	MOBILIZATION	0 days	Mon 9/22/14	Mon 9/22/14
18	Parking Cleared @ Garage Site / Contractor Mobilization	0 days	Mon 9/22/14	Mon 9/22/14
19	Install Temporary Barricades & Fencing	3 days	Tue 9/23/14	Thu 9/25/14
20	Erosion Control	3 days	Tue 9/23/14	Thu 9/25/14
21	Remove / Store Existing Parking Gate Arms	1 day	Fri 9/26/14	Fri 9/26/14
22				
23	SITE DEMOLITION	0 days	Fri 9/26/14	Fri 9/26/14
24	Site Demolition / Mill Asphalt (Start N.E. Corner)	6 days	Mon 9/29/14	Mon 10/6/14
25	Terminate Underground Electrical	4 days	Tue 10/7/14	Fri 10/10/14
26				
27	STORM DRAINAGE / WATER & SEWER UTILITIES	0 days	Mon 10/6/14	Mon 10/6/14
28	Prepare Alternate Drive @ Loading Dock for Access	3 days	Tue 10/7/14	Thu 10/9/14
29	Shutdown Existing Drive / Start Storm Drainage	0 days	Thu 10/9/14	Thu 10/9/14
30	Install New Storm Drainage	19 days	Fri 10/24/14	Wed 11/19/14
31	Demo Existing Storm Drainage	2 days	Thu 11/20/14	Fri 11/21/14
32	Install New D.I. Water Line / Tie-In	11 days	Mon 11/3/14	Mon 11/17/14



Project: Augusta VA Parking Garage S
Date: Mon 11/24/14

Tasks | Critical Task | Milestone | Summary | Rolled Up Task | Rolled Up Critical Task | Rolled Up Milestone | Rolled Up Progress | Split | External Tasks | Project Summary | Group By Summary | Inactive Milestone | Inactive Summary | Manual Task | Duration-only | Manual Summary Rollup | Manual Summary | Start-only | Finish-only | External Milestone | Progress | Deadline

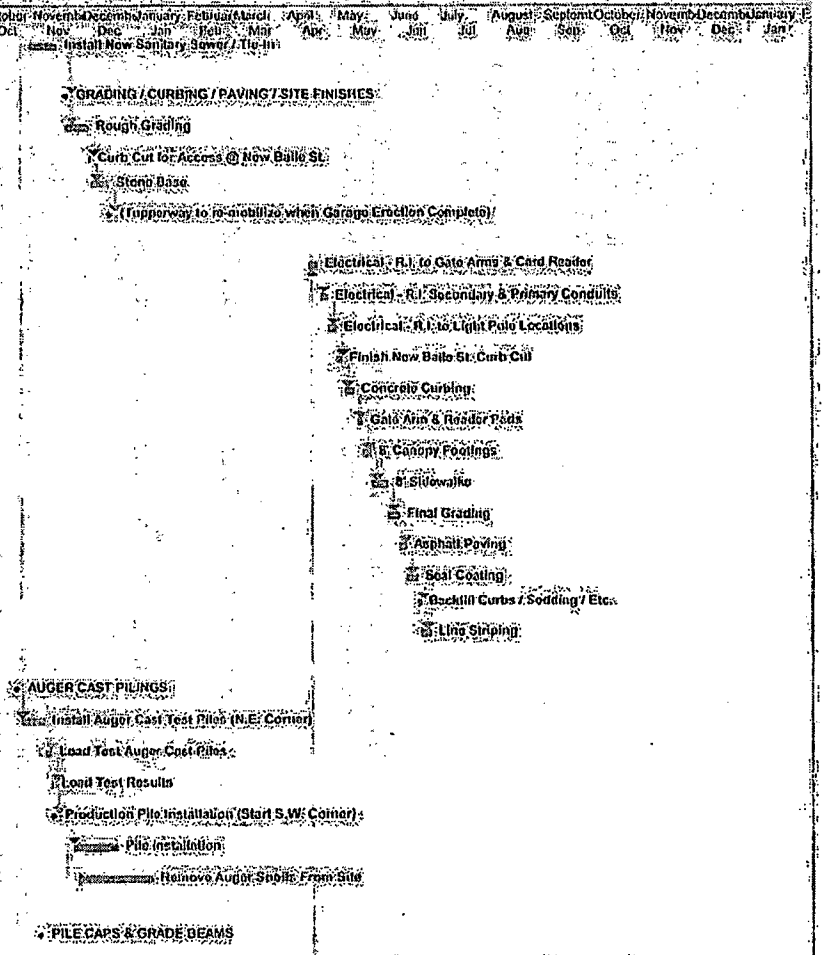
Page 1

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AUGUSTA VAMC PARKING GARAGE

ID	Task Name	Duration	Start	Finish
33	Install New Sanitary Sewer / Tie-In	13 days	Wed 10/29/14	Fri 11/14/14
34				
35	GRADING / CURBING / PAVING / SITE FINISHES	0 days	Wed 11/19/14	Wed 11/19/14
36	Rough Grading	10 days	Thu 11/20/14	Wed 12/3/14
37	Curb Cut for Access @ New Balle St.	1 day	Thu 12/4/14	Thu 12/4/14
38	Stone Base	7 days	Fri 12/5/14	Mon 12/15/14
39	(Tupperway to re-mobilize when Garage Erection Complete)	0 days	Mon 12/15/14	Mon 12/15/14
40				
41	Electrical - R.I. to Gate Arms & Card Reader	5 days	Mon 4/13/15	Fri 4/17/15
42	Electrical - R.I. Secondary & Primary Conduits	4 days	Mon 4/20/15	Thu 4/23/15
43	Electrical - R.I. to Light Pole Locations	3 days	Fri 4/24/15	Tue 4/28/15
44	Finish New Balle St. Curb Cut	3 days	Wed 4/29/15	Fri 5/1/15
45	Concrete Curbing	5 days	Mon 5/4/15	Fri 5/8/15
46	Gate Arm & Reader Pads	3 days	Mon 5/11/15	Wed 5/13/15
47	6 Canopy Footings	3 days	Thu 5/14/15	Mon 5/18/15
48	6 Sidewalks	8 days	Tue 5/19/15	Thu 5/28/15
49	Final Grading	5 days	Fri 5/29/15	Thu 6/4/15
50	Asphalt Paving	2 days	Fri 6/5/15	Mon 6/8/15
51	Seal Coating	5 days	Tue 6/9/15	Mon 6/15/15
52	Backfill Curbs / Sodding / Etc.	2 days	Tue 6/16/15	Wed 6/17/15
53	Line Striping	4 days	Thu 6/18/15	Tue 6/23/15
54				
55	AUGER CAST PILINGS	0 days	Tue 10/21/14	Tue 10/21/14
56	Install Auger Cast Test Piles (N.E. Corner)	10 days	Fri 10/24/14	Thu 11/6/14
57	Load Test Auger Cast Piles	2 days	Fri 11/7/14	Mon 11/10/14
58	Load Test Results	1 day	Tue 11/11/14	Tue 11/11/14
59	Production Pile Installation (Start S.W. Corner)	0 days	Tue 11/11/14	Tue 11/11/14
60	Pile Installation	20 days	Mon 11/24/14	Fri 12/19/14
61	Remove Auger Spoils From Site	30 days	Mon 12/1/14	Fri 1/9/15
62				
63	PILE CAPS & GRADE BEAMS	0 days	Tue 11/4/14	Tue 11/4/14



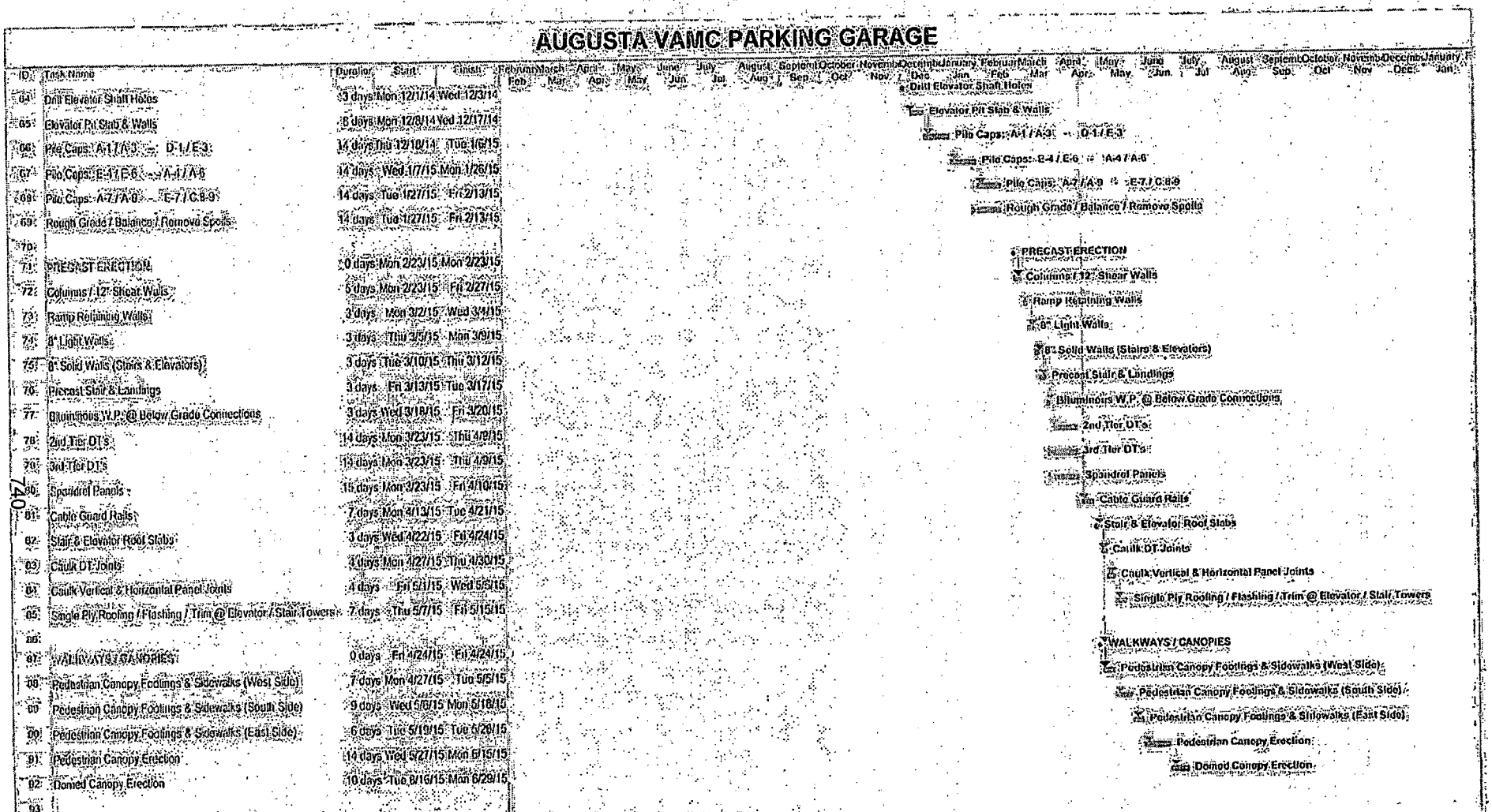
Project: Augusta VA Parking Garage S
Date: Mon 11/24/14

Task | Critical Task | Milestone | Summary | Rolled Up Task | Rolled Up Critical Task | Rolled Up Milestone | Rolled Up Progress | Split | External Tasks | Project Summary | Group By Summary | Inactive Milestone | Inactive Summary | Manual Task | Duration-only | Manual Summary Rollup | Manual Summary | Start-only | Finish-only | External Tasks | External Milestone | Progress | Deadline

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AUGUSTA VAMC PARKING GARAGE

ID	Task Name	Duration	Start	Finish
64	Drill Elevator Shaft Holes	3 days	Mon 12/1/14	Wed 12/3/14
65	Elevator Pit Slab & Walls	8 days	Mon 12/8/14	Wed 12/17/14
66	Pile Caps: A-1 / A-3 -- D-1 / E-3	14 days	Thu 12/18/14	Tue 1/6/15
67	Pile Caps: E-4 / E-6 -- A-4 / A-6	14 days	Wed 1/7/15	Mon 1/26/15
68	Pile Caps: A-7 / A-9 -- E-7 / C-8-9	14 days	Tue 1/27/15	Fri 2/13/15
69	Rough Grade / Balance / Remove Spoils	14 days	Tue 1/27/15	Fri 2/13/15
70				
71	PRECAST ERECTION	0 days	Mon 2/23/15	Mon 2/23/15
72	Columns / 12" Shear Walls	5 days	Mon 2/23/15	Fri 2/27/15
73	Ramp Retaining Walls	3 days	Mon 3/2/15	Wed 3/4/15
74	8" Light Walls	3 days	Thu 3/5/15	Mon 3/9/15
75	8" Solid Walls (Stairs & Elevators)	3 days	Tue 3/10/15	Thu 3/12/15
76	Precast Stair & Landings	3 days	Fri 3/13/15	Tue 3/17/15
77	Bituminous W.P. @ Below Grade Connections	3 days	Wed 3/18/15	Fri 3/20/15
78	2nd Tier DT's	14 days	Mon 3/23/15	Thu 4/9/15
79	3rd Tier DT's	15 days	Mon 3/23/15	Thu 4/9/15
80	Spandrel Panels	15 days	Mon 3/23/15	Fri 4/10/15
81	Cable Guard Rails	7 days	Mon 4/13/15	Tue 4/21/15
82	Stair & Elevator Roof Slabs	3 days	Wed 4/22/15	Fri 4/24/15
83	Caulk DT Joints	3 days	Mon 4/27/15	Thu 4/30/15
84	Caulk Vertical & Horizontal Panel Joints	4 days	Fri 5/1/15	Wed 5/6/15
85	Single Ply Roofing / Flashing / Trim @ Elevator / Stair Towers	7 days	Thu 5/7/15	Fri 5/15/15
86				
87	WALKWAYS / CANOPIES	0 days	Fri 4/24/15	Fri 4/24/15
88	Pedestrian Canopy Footings & Sidewalks (West Side)	7 days	Mon 4/27/15	Tue 5/5/15
89	Pedestrian Canopy Footings & Sidewalks (South Side)	9 days	Wed 5/6/15	Mon 5/18/15
90	Pedestrian Canopy Footings & Sidewalks (East Side)	6 days	Tue 5/19/15	Tue 5/26/15
91	Pedestrian Canopy Erection	14 days	Wed 5/27/15	Mon 6/15/15
92	Domed Canopy Erection	10 days	Tue 6/16/15	Mon 6/29/15
93				



Project: Augusta VA Parking Garage 5
Date: Mon 11/24/14

Task | Rolled Up Critical Task | Project Summary | Duration-only | External Tasks
Critical Task | Rolled Up Milestone | Group By Summary | Manual Summary Rollup | External Milestone
Milestone | Rolled Up Progress | Inactive Milestone | Manual Summary | Progress
Summary | Split | Inactive Summary | Start-only | Deadline
Rolled Up Task | External Tasks | Manual Task | Finish-only

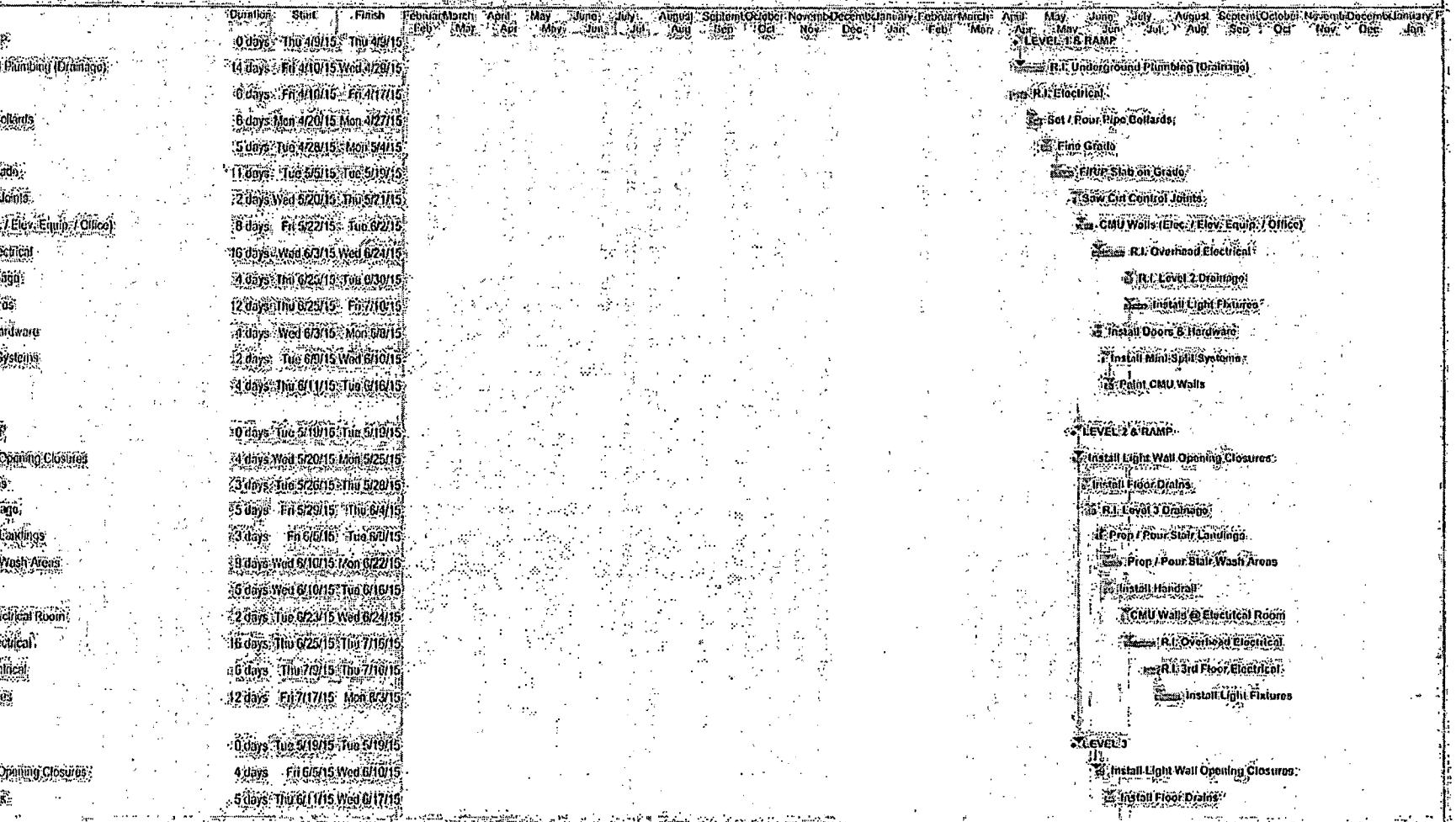
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RS00186

AUGUSTA VAMC PARKING GARAGE

ID	Task Name	Duration	Start	Finish
94	LEVEL 1 & RAMP	0 days	Thu 4/9/15	Thu 4/9/15
95	R.I. Underground Plumbing (Drainage)	14 days	Fri 4/10/15	Wed 4/29/15
96	R.I. Electrical	0 days	Fri 4/10/15	Fri 4/17/15
97	Set / Pour Pipe Bollards	6 days	Mon 4/20/15	Mon 4/27/15
98	Fine Grade	5 days	Tue 4/28/15	Mon 5/4/15
99	F/RP Slab on Grade	11 days	Tue 5/5/15	Tue 5/19/15
100	Saw Cut Control Joints	2 days	Wed 5/20/15	Thu 5/21/15
101	CMU Walls (Elec. / Elev. Equip. / Office)	8 days	Fri 5/22/15	Tue 6/2/15
102	R.I. Overhead Electrical	16 days	Wed 6/3/15	Wed 6/24/15
103	R.I. Level 2 Drainage	4 days	Thu 6/25/15	Tue 6/30/15
104	Install Light Fixtures	12 days	Thu 6/25/15	Fri 7/10/15
105	Install Doors & Hardware	4 days	Wed 6/3/15	Mon 6/8/15
106	Install Mini-Split Systems	2 days	Tue 6/9/15	Wed 6/10/15
107	Paint CMU Walls	4 days	Thu 6/11/15	Tue 6/16/15
108				
109	LEVEL 2 & RAMP	0 days	Tue 5/19/15	Tue 5/19/15
110	Install Light Wall Opening Closures	4 days	Wed 5/20/15	Mon 5/25/15
111	Install Floor Drains	3 days	Tue 5/26/15	Thu 5/28/15
112	R.I. Level 3 Drainage	5 days	Fri 5/29/15	Thu 6/4/15
113	Prep / Pour Stair Landings	3 days	Fri 6/5/15	Tue 6/9/15
114	Prep / Pour Stair Wash Areas	9 days	Wed 6/10/15	Mon 6/22/15
115	Install Handrail	5 days	Wed 6/10/15	Tue 6/16/15
116	CMU Walls @ Electrical Room	2 days	Tue 6/23/15	Wed 6/24/15
117	R.I. Overhead Electrical	16 days	Thu 6/25/15	Thu 7/16/15
118	R.I. 3rd Floor Electrical	0 days	Thu 7/9/15	Thu 7/16/15
119	Install Light Fixtures	12 days	Fri 7/17/15	Mon 8/3/15
120				
121	LEVEL 3	0 days	Tue 5/19/15	Tue 5/19/15
122	Install Light Wall Opening Closures	4 days	Fri 6/5/15	Wed 6/10/15
123	Install Floor Drains	5 days	Thu 6/11/15	Wed 6/17/15



Project: Augusta VA Parking Garage S
Date: Mon 11/24/14

Task | Critical Task | Milestone | Summary | Rolled Up Task
Rolled Up Critical Task | Rolled Up Milestone | Rolled Up Progress | Split | External Tasks
Project Summary | Group By Summary | Inactive Milestone | Inactive Summary | Manual Task
Duration-only | Manual Summary Rollup | Manual Summary | Start-only | Finish-only
External Tasks | External Milestone | Progress | Deadline

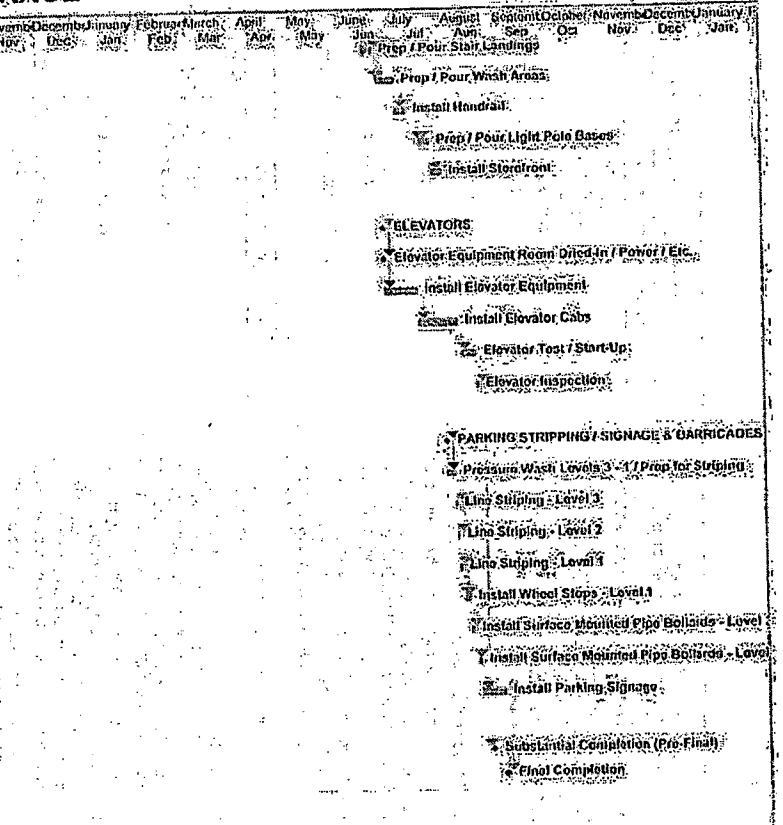
Page 1

RS00187

Appendix 0917

AUGUSTA VAMC PARKING GARAGE

ID	Task Name	Duration	Start	Finish
124	Prep / Pour Stair Landings	2 days	Thu 6/18/15	Fri 6/19/15
125	Prep / Pour Wash Areas	9 days	Mon 6/22/15	Thu 7/2/15
126	Install Handrail	5 days	Fri 7/3/15	Thu 7/9/15
127	Prep / Pour Light Pole Bases	5 days	Fri 7/17/15	Thu 7/23/15
128	Install Storefront	5 days	Fri 7/24/15	Thu 7/30/15
129				
130	ELEVATORS	0 days	Wed 6/24/15	Wed 6/24/15
131	Elevator Equipment Room Dried-In / Power / Etc.	0 days	Wed 6/24/15	Wed 6/24/15
132	Install Elevator Equipment	14 days	Thu 6/25/15	Tue 7/14/15
133	Install Elevator Cabs	18 days	Wed 7/15/15	Fri 8/7/15
134	Elevator Test / Start-Up	7 days	Mon 8/10/15	Tue 8/18/15
135	Elevator Inspection	1 day	Wed 8/19/15	Wed 8/19/15
136				
137	PARKING STRIPPING / SIGNAGE & BARRICADES	0 days	Thu 7/30/15	Thu 7/30/15
138	Pressure Wash Levels 3 - 1 / Prep for Striping	3 days	Fri 7/31/15	Tue 8/4/15
139	Line Striping - Level 3	1 day	Wed 8/5/15	Wed 8/5/15
140	Line Striping - Level 2	1 day	Thu 8/6/15	Thu 8/6/15
141	Line Striping - Level 1	1 day	Fri 8/7/15	Fri 8/7/15
142	Install Wheel Stops - Level 1	3 days	Mon 8/10/15	Wed 8/12/15
143	Install Surface Mounted Pipe Bollards - Level 3	2 days	Thu 8/13/15	Fri 8/14/15
144	Install Surface Mounted Pipe Bollards - Level 2	2 days	Mon 8/17/15	Tue 8/18/15
145	Install Parking Signage	10 days	Wed 8/19/15	Tue 9/1/15
146				
147	Substantial Completion (Pre-Final)	0 days	Mon 8/24/15	Mon 8/24/15
148	Final Completion	0 days	Tue 9/1/15	Tue 9/1/15



Project: Augusta VA Parking Garage S
Date: Mon 1/26/14

Task | Rolled Up Critical Task | Project Summary | Duration-only | External Tasks
Critical Task | Rolled Up Milestone | Group By Summary | Manual Summary Rollup | External Milestone
Milestone | Rolled Up Progress | Inactive Milestone | Manual Summary | Progress
Summary | Split | Inactive Summary | Start-only | Deadline
Rolled Up Task | External Tasks | Manual Task | Finish-only

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STATEMENT AND ACKNOWLEDGMENT

OMB No. 9000-0014
Expires: 6/30/2014

Public reporting burden for this collection of information is estimated to average 30 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 (VIR), Regulatory and Federal Assistance Division, GSA, Washington, DC 20405, and to the Office of Management and Budget, Paperwork Reduction Project (9000-0014), Washington, DC 20503.

PART I - STATEMENT OF PRIME CONTRACTOR

1. PRIME CONTRACT NO.	2. DATE SUBCONTRACT AWARDED	3. SUBCONTRACT NUMBER
VA247-12-C-0035	12/04/2014	1401-142400-018

4. PRIME CONTRACTOR				5. SUBCONTRACTOR			
a. NAME				a. NAME			
Restoration Specialists, LLC				American Elevator Co.			
b. STREET ADDRESS				b. STREET ADDRESS			
1020-B East Montague Ave.				120 C Pigeon Bay Rd.			
c. CITY	d. STATE	e. ZIP CODE		c. CITY	d. STATE	e. ZIP CODE	
Charleston	SC	29405		Summerville	SC	29484-1946	

6. The prime contract [X] does, [ ] does not contain the clause entitled "Contract Work Hours and Safety Standards Act – Overtime Compensation."

7. The prime contractor states that under the contract shown in Item 1, a subcontract was awarded on the date shown in Item 2 to the subcontractor identified in Item 5 by the following firm:

a. NAME OF AWARDING FIRM
Restoration Specialists, LLC

b. DESCRIPTION OF WORK BY SUBCONTRACTOR
Provide all supervision, labor, material and equipment to complete the Elevator Work.

8. PROJECT	9. LOCATION
Charlie Norwood VAMC Parking Garage	950 15th Street, Augusta, GA 30901

10a. NAME OF PERSON SIGNING	11. BY *(Signature)*	12. DATE SIGNED
Dennis Schumm		
10b. TITLE OF PERSON SIGNING		
Executive Director - Construction		

PART II - ACKNOWLEDGMENT OF SUBCONTRACTOR

13. The subcontractor acknowledges that the following clauses of the contract shown in Item 1 are included in this subcontract:

- Contract Work Hours and Safety Standards Act - Overtime Compensation - (If included in prime contract see Block 6)
- Payrolls and Basic Records
- Withholding of Funds
- Disputes Concerning Labor Standards
- Compliance with Davis-Bacon and Related Act Regulations
- Davis-Bacon Act
- Apprentices and Trainees
- Compliance with Copeland Act Requirements
- Subcontracts (Labor Standards)
- Contract Termination - Debarment
- Certification of Eligibility

14. NAME(S) OF ANY INTERMEDIATE SUBCONTRACTORS, IF ANY.

A		C	
B		D	

15a. NAME OF PERSON SIGNING	16. BY *(Signature)*	17. DATE SIGNED
15b. TITLE OF PERSON SIGNING		

U.S. Department of Labor
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number

U.S. Wage and Hour Division
Rev. Dec. 2008

OMB No. 1235-0008
Expires: 01/31/2015

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☑ | ADDRESS

PAYROLL NO. | FOR WEEK ENDING | PROJECT AND LOCATION: Charlie Norwood VAMC Parking Garage 950 15th Street, Augusta, GA 30901 | PROJECT OR CONTRACT NO.: VA247-12-C-0035

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g. LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	O. OR ST.	(4) DAY AND DATE / HOURS WORKED EACH DAY	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS: FICA	WITHHOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
			O											
			S											
			O											
			S											
			O											
			S											
			O											
			S											
			O											
			S											
			O											
			S											

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Rev. 08

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act, 40 U.S.C. § 3145, requires contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210

(over)

Date _____

I, _____
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ on the
(Contractor or Subcontractor)

Charlie Norwood VAMC Parking Garage ; that during the payroll period commencing on the
(Building or Work)

_____ day of _____, and ending the _____ day of _____

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967, 76 Stat. 357; 40 U.S.C. § 3145), and described below:

745

_____

_____

_____

_____

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed;

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

RS00191

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

Exemptions (see instructions):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is 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.

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

Social security number
___ - ___ - ____

Employer identification number
__ - _____

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below), and
4. 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. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. 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
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calender years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Note. Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required U.S. federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

Exempt payee code. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. **Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

2. **Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. **Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

4. **Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. **Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor[2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity[4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Department of Veterans Affairs
VHA Service Center Personnel Security
6100 Oak Tree Blvd #500
Independence, OH 44131

CONTRACT SECURITY SERVICES REQUEST - INSTRUCTIONAL FORM 1A

Purpose: The Contract Security Services Request is submitted to VSC to initiate the contract security verification process. By submitting this form, our office will ensure that each individual listed have been fingerprinted, the fingerprints are adjudicated if necessary, background investigations are initiated or existing background investigations are current and PIV badges are managed and sponsored. This form should be completed and signed by the contracting officer. Please refer to the instructions below when completing the Contract Security Services Request Form #1.

Ⓐ **Contracting Officer & Phone:** Please provide the post-award contracting officer handling this contract and their phone number.

Ⓑ **COR (COTR) Name & Phone:** Please list the Contracting Officer Representative (previously the Contracting Officer Technical Representative) and phone number. The COR is the liaison between the contracting officer and contracted company.

Ⓒ **Contract End Date:** Please list the date in which the contract ends including all options to extend (for PIV badge expiration).

Ⓓ **SAO Region:** Please list the Service Area Office in which the contracting officer is associated with (East, West or Central).

Ⓔ **Task Order Number:** Please list the task order number (VA000-C00000). Our database is based on tracking contracts by station. Should the task order number change at fiscal year end, please indicate on any future requests by listing the old task order number in parentnesis next to the new task number.

Ⓕ **Contractor Position Description:** Please provide a position title for all individuals (ex: physician, consultant, electrician).

Ⓖ **Investigation Level:** Please indicate the background security requirements as provided by the PDAT (Position Description Automated Tool). This would include background screening (SAC), low level investigation (NACI), moderate-level investigation (MBI) and high-level investigation (BI). Please note that non-PIV badges (contract under 180 days) require at minimum a SAC, full PIV badges (over 180 days) require at minimum a NACI.

Ⓗ **Contract Company Name:** Please provide the name of the contracting company that will be providing the work under the task order. Please provide subcontractors in parenthesis.

Ⓘ **Contractor Address:** Please provide the contracting company address. This information is required for the Little Rock SIC investigation request.

Ⓙ **Contractor POC Name & Phone:** Please provide the main point-of-contact for the contracting company and contact information. This person may be contacted to provide additional information or documents in the process. All communication with this individual will include the contracting officer and COTR.

Ⓚ **Contractor POC Email:** Please provide the email address for the above mentioned point-of-contact. This email will be included in the investigation request submitted to Little Rock SIC.

Ⓛ **Contracting Officer Signature:** All requests must be signed by the contracting officer/specialist. This signature verifies that an official contract is in place prior to processing the applicants for investigation and badging.

Ⓜ **Station Number:** Please indicate the facility station number where the work is being performed/facility to be billed.

Ⓝ **Network Access:** Please indicate whether the individuals will be obtaining network access.

Ⓞ **Employee Name:** Please provide the full legal name of the individuals working on this task order.

Ⓟ **SSN:** Please provide complete social security numbers for all individuals listed.

Ⓠ **Email Address:** Please provide a valid email address for all individuals.

Ⓡ **DOB:** Please provide date of birth for all individuals listed.

Ⓢ **Place of Birth:** Please provide place of birth for all individuals listed, including **city, state** and country (if outside US). For foreign-born individuals, please provide proof of citizenship.

Department of Veterans Affairs
VHA Service Center Personnel Security
6100 Oak Tree Blvd #500
Independence, OH 44131
VSCSecurity@va.gov

CONTRACT SECURITY SERVICES REQUEST FORM #1A

(Please see Instructional Form 1a for assistance in completing this form)

☒ New Request ☐ Addition

CONTRACTOR INFORMATION

(A) VA Contracting Officer Name & Phone: Theresa Elkins 706-733-0188 x 3972

(B) COTR Name & Phone: Bill Stueber 706-733-0188 x 3249

(C) Contract End Date (Including Options): July 7, 2015

(D) SAO Region (East/West/Central): East

(E) Purchase/Task Order Number: VA247-12-C-0035

(F) Contractor Position Description:

(G) Investigation Level (SAC/Low/Moderate/High):

(H) Contract Company Name (Subcontractor):

(I) Contract Company Address:

(J) Contractor POC Name & Phone:

(K) Contractor POC Email:

(L) Contracting Officer Signature:

(M) Station #: 509

(N) Network Access (Y/N): N

This signature verifies that an official contract is in place prior to processing the applicants for badging

CONTRACTOR EMPLOYEE INFORMATION

(O) Employee Name (Full Legal Name)	(P) SSN	(Q) Email Address	(R) D.O.B.	(S) Place of Birth (City, State/Country)

*Please use Supplemental Form 1b for additional individuals

Revised Form April 2012

Department of Veterans Affairs
VHA Service Center Personnel Security
6100 Oak Tree Blvd #500
Independence, OH 44131
VSCSecurity@va.gov

PIV Sponsorship Instructional Form 3A

Purpose: The PIV Sponsorship Form is used to complete the PIV badge application through the nationwide portal. All information is required to process a PIV badge. All fields are mandatory except the VA.GOV email address.

Ⓐ **Full Legal Name:** Please provide full legal name of individual as shown on driver's license or photo ID.

Ⓑ **Date of Birth:** Please provide the date of birth of the individual.

Ⓒ **Social Security Number:** Please provide the social security number of the individual.

Ⓓ **Citizenship:** Please provide the citizenship of the individual. All foreign born individuals will be required to submit proof of citizenship.

Ⓔ **Assigned Duty Station:** Please provide the name of the individual's assigned duty station.

Ⓕ **Address of Assigned Duty Station:** Please provide the complete address of the assigned duty station.

Ⓖ **VA.GOV Email Address:** Please provide the va.gov email address of the individual. If the individual has not had the email address established, or will not be obtaining an email address, please indicate pending or not applicable.

Ⓗ **Gender:** Please provide gender of individual.

Ⓘ **Race:** Please provide race of individual.

Ⓙ **Height:** Please provide height of individual.

Ⓚ **Weight:** Please provide weight of individual.

Ⓛ **Eye Color:** Please provide eye color of individual.

Ⓜ **Hair Color:** Please provide hair color of individual.

Ⓝ **Place of Birth:** Please provide city, state and country of individual's place of birth. All foreign born individuals will be required to provide proof of citizenship.

Ⓞ **Position Title:** Please provide position title of individual.

Ⓟ **Contractor Company Name:** Please provide the contracting company that the individual will be working under. If the individual is a VA employee, please indicate not applicable.

Ⓠ **Contracting Company Address:** Please provide the contracting company address. If the individual is a VA employee, please indicate not applicable.

Department of Veterans Affairs
VHA Service Center Personnel Security
6100 Oak Tree Blvd #500
Independence, OH 44131
VSCSecurity@va.gov

VHA Service Center PIV Sponsorship Form #3

(Please see Instruction Form #3a for assistance in completing this form)

Contractor / Employee Information

* All fields are mandatory except va.gov email *

Ⓢ Full Legal Name (First Middle Last):

Ⓑ Date of Birth (MM/DD/YYYY):

Ⓒ Social Security Number:

Ⓒ Citizenship: (US Citizen, Naturalized, Non-Citizen)

Ⓐ Assigned Duty Station: Charlie Norwood VAMC

Ⓢ Address of Assigned Duty Station: 950 15th Street, Augusta, GA 30901

Ⓔ VA.GOV Email Address:

Ⓖ Gender:

Ⓡ Race:

Ⓗ Height:

Ⓦ Weight:

Ⓔ Eye Color:

Ⓗ Hair Color:

Ⓟ Place of Birth (City, State, Country):

Ⓟ Position Title:

Ⓒ Contractor Company Name:

Ⓒ Company Address:

Revised Form April 2012

Department of Veterans Affairs
VHA Service Center Personnel Security
6100 Oak Tree Blvd #500
Independence, OH 44131
VSCSecurity@va.gov

CONTRACT SECURITY VERIFICATION REQUEST SUPPLEMENTAL FORM #1B

(This form is used only when extra space is needed for large rosters.)

(Please reference Instructional Form #1b for assistance in completing this form)

Ⓐ Contracting Officer Name & Phone: Theresa Elkins 706-733-0188 x 3972

Ⓑ COTR Name & Phone: Bill Stueber 706-733-0188 x 3249

Ⓒ Task Order Number: VA247-12-C-0035

Ⓓ Contract Company Name (Subcontractor):

Ⓔ Contractor POC Name & Phone:

Ⓕ Employee Name (Full Legal Name)	Ⓖ SSN	Ⓗ Email Address	Ⓘ D.O.B.	Ⓙ Place of Birth (City, State/Country)

Revised Form April 2012

Department of Veterans Affairs
VHA Service Center Personnel Security
6100 Oak Tree Blvd #500
Independence, OH 44131
VSCSecurity@va.gov

SECURITY VERIFICATION CONTINUATION

INSTRUCTIONAL FORM 1B

(This form is used only when extra space is needed for large rosters.)

(A) **Contracting Officer Name & Phone:** Please list the post-award contracting officer or specialist handling this task order and phone number.

(B) **COTR Name & Phone:** Please list the Contracting Officer Technical Representative and phone number. The COTR is the liaison between the contracting officer and contracted company.

(C) **Task Order Number:** Please list the task order number (VA000-C00000). Our database is based on tracking contracts by station. Should the task order number change at fiscal year end, please indicate this on any future request worksheets by listing the old task order number in parenthesis.

(D) **Contract Company Name:** Please provide the name of the contracting company that will be providing the work under the task order. Please provide subcontractors in parenthesis.

(E) **Contractor POC Name & Phone:** Please provide the main point of contact for the contracting company and contact information. This person may be contacted to provide additional information or documents in the process. All communication with this individual will include the contracting officer and COTR.

(F) **Employee Name:** Please provide the full legal name of the individuals working on this task order. If the individual is working on multiple task orders, please list them again as our database tracks contract statistics.

(G) **SSN:** Please provide complete social security numbers for all individuals listed.

(H) **Email Address:** Please provide a valid email address for all individuals. This email address will be provided for EQIP communication.

(I) **DOB:** Please provide date of birth for all individuals listed.

(J) **Place of Birth:** Please provide place of birth for all individuals listed, including city, state and country. For foreign born individuals, please provide proof of citizenship.

Declaration for Federal Employment*

Form Approved
OMB No. 3206-0182

(* This form may also be used to assess fitness for federal contract employment)

GENERAL INFORMATION

1. FULL NAME. (Provide your full name. If you have only initials in your name, provide them and indicate "Initial only". If you do not have a middle name, indicate "No Middle Name". If you are a "Jr.," "Sr," etc. enter this under Suffix. First, Middle, Last, Suffix)

2. SOCIAL SECURITY NUMBER	3a. PLACE OF BIRTH. (Include city and state or country)

3b. ARE YOU A U.S. CITIZEN?	4. DATE OF BIRTH (MM / DD / YYYY)
☐ YES ☐ NO (If "NO", provide country of citizenship)	

5. OTHER NAMES EVER USED (For example, maiden name, nickname, etc)	6. PHONE NUMBERS (Include area codes)
	Day
	Night

Selective Service Registration

If you are a male born after December 31, 1959, and are at least 16 years of age, civil service employment law (5 U.S.C. 3328) requires that you must register with the Selective Service System, unless you meet certain exemptions.

7a. Are you a male born after December 31, 1959? ☐ YES ☐ NO (If "NO", proceed to 8.)

7b. Have you registered with the Selective Service System? ☐ YES (If "YES", proceed to 8.) ☐ NO (If "NO", proceed to 7c.)

7c. If "NO," describe your reason(s) in item 16.

Military Service

6. Have you ever served in the United States military? ☐ YES (If "YES", provide information below) ☐ NO

If you answered "YES," list the branch, dates, and type of discharge for all active duty.
If your only active duty was training in the Reserves or National Guard, answer "NO."

Branch	From (MM/DD/YYYY)	To (MM/DD/YYYY)	Type of Discharge

Background Information

For all questions, provide all additional requested information under item 16 or on attached sheets. The circumstances of each event you list will be considered. However, in most cases you can still be considered for Federal jobs.

For questions 9, 10, and 11, your answers should include convictions resulting from a plea of *nolo contendere* (no contest), but omit (1) traffic fines of $300 or less, (2) any violation of law committed before your 16th birthday, (3) any violation of law committed before your 18th birthday if finally decided in juvenile court or under a Youth Offender law, (4) any conviction set aside under the Federal Youth Corrections Act or similar state law, and (5) any conviction for which the record was expunged under Federal or state law.

9. During the last 7 years, have you been convicted, been imprisoned, been on probation, or been on parole? (Includes felonies, firearms or explosives violations, misdemeanors, and all other offenses.) *If "YES," use item 16 to provide the date, explanation of the violation, place of occurrence, and the name and address of the police department or court involved.* ☐ YES ☐ NO

10. Have you been convicted by a military court-martial in the past 7 years? *(If no military service, answer "NO.")* If "YES," use item 16 to provide the date, explanation of the violation, place of occurrence, and the name and address of the military authority or court involved. ☐ YES ☐ NO

11. Are you currently under charges for any violation of law? *If "YES," use item 16 to provide the date, explanation of the violation, place of occurrence, and the name and address of the police department or court involved.* ☐ YES ☐ NO

12. During the last 5 years, have you been fired from any job for any reason, did you quit after being told that you would be fired, did you leave any job by mutual agreement because of specific problems, or were you debarred from Federal employment by the Office of Personnel Management or any other Federal agency? *If "YES," use item 16 to provide the date, an explanation of the problem, reason for leaving, and the employer's name and address.* ☐ YES ☐ NO

13. Are you delinquent on any Federal debt? (Includes delinquencies arising from Federal taxes, loans, overpayment of benefits, and other debts to the U.S. Government, plus defaults of Federally guaranteed or insured loans such as student and home mortgage loans.) *If "YES," use item 16 to provide the type, length, and amount of the delinquency or default, and steps that you are taking to correct the error or repay the debt.* ☐ YES ☐ NO

Employment Questions

14. Do any of your relatives work for the agency or government organization to which you are submitting this form? (Include: father, mother, husband, wife, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, and half sister.) *If "YES," use item 16 to provide the relative's name, relationship, and the department, agency, or branch of the Armed Forces for which your relative works.* ☐ YES ☐ NO

15. Do you (receive, or have you ever applied for, retirement pay, pension, or other retired pay based on military, Federal civilian, or District of Columbia Government service? ☐ YES ☐ NO

Continuation Space / Agency Optional Questions

16. Provide details requested in items 7 through 15 and 18c in the space below or on attached sheets. Be sure to identify attached sheets with your name, Social Security Number, and item number, and to include ZIP Codes in all addresses. If any questions are printed below, please answer as instructed *(these questions are specific to your position and your agency is authorized to ask them).*

Certifications / Additional Questions

APPLICANT: If you are applying for a position and have not yet been selected, carefully review your answers on this form and any attached sheets. When this form and all attached materials are accurate, read item 17, and complete 17a.

APPOINTEE: If you are being appointed, carefully review your answers on this form and any attached sheets, including any other application materials that your agency has attached to this form. If any information requires correction to be accurate as of the date you are signing, make changes on this form or the attachments and/or provide updated information on additional sheets, initialing and dating all changes and additions. When this form and all attached materials are accurate, read item 17, complete 17b, read 18, and answer 18a, 18b, and 18c as appropriate.

17. I certify that, to the best of my knowledge and belief, all of the information on and attached to this Declaration for Federal Employment, including any attached application materials, is true, correct, complete, and made in good faith. I understand that a false or fraudulent answer to any question or item on any part of this declaration or its attachments may be grounds for not hiring me, or for firing me after I begin work, and may be punishable by fine or imprisonment. I understand that any information I give may be investigated for purposes of determining eligibility for Federal employment as allowed by law or Presidential order. I consent to the release of information about my ability and fitness for Federal employment by employers, schools, law enforcement agencies, and other individuals and organizations to investigators, personnel specialists, and other authorized employees or representatives of the Federal Government. I understand that for financial or lending institutions, medical institutions, hospitals, health care professionals, and some other sources of information, a separate specific release may be needed, and I may be contacted for such a release at a later date.

17a. Applicant's Signature: _____ (Sign in ink) Date: _____

17b. Appointee's Signature: _____ (Sign in ink) Date: _____

Appointing Officer: Enter Date of Appointment or Conversion MM / DD / YYYY

18. **Appointee (Only respond if you have been employed by the Federal Government before):** Your elections of life insurance during previous Federal employment may affect your eligibility for life insurance during your new appointment. These questions are asked to help your personnel office make a correct determination.

18a. When did you leave your last Federal job? MM / DD / YYYY DATE

18b. When you worked for the Federal Government the last time, did you waive Basic Life Insurance or any type of optional life insurance? ☐ YES ☐ NO ☐ DO NOT KNOW

18c. If you answered "YES" to item 18b, did you later cancel the waiver(s)? If your answer to item 18c is "NO," use item 16 to identify the type(s) of insurance for which waivers were not canceled. ☐ YES ☐ NO ☐ DO NOT KNOW

Declaration for Federal Employment*

(*This form may also be used to assess fitness for federal contract employment)

Form Approved
OMB No. 3206-0182

Instructions

The information collected on this form is used to determine your acceptability for Federal and Federal contract employment and your enrollment status in the Government's Life Insurance program. You may be asked to complete this form at any time during the hiring process. Follow instructions that the agency provides. If you are selected, before you are appointed you will be asked to update your responses on this form and on other materials submitted during the application process and then to recertify that your answers are true.

All your answers must be truthful and complete. **A false statement on any part of this declaration or attached forms or sheets may be grounds for not hiring you, or for firing you after you begin work. Also, you may be punished by a fine or imprisonment (U.S. Code, title 18, section 1001).**

Either type your responses on this form or print clearly in dark ink. If you need additional space, attach letter-size sheets (8.5" X 11"). Include your name, Social Security Number, and item number on each sheet. We recommend that you keep a photocopy of your completed form for your records.

Privacy Act Statement

The Office of Personnel Management is authorized to request this information under sections 1302, 3301, 3304, 3328, and 8716 of title 5, U.S. Code. Section 1104 of title 5 allows the Office of Personnel Management to delegate personnel management functions to other Federal agencies. If necessary, and usually in conjunction with another form or forms, this form may be used in conducting an investigation to determine your suitability or your ability to hold a security clearance, and it may be disclosed to authorized officials making similar, subsequent determinations.

Your Social Security Number (SSN) is needed to keep our records accurate, because other people may have the same name and birth date. Public Law 104-134 (April 26, 1996) asks Federal agencies to use this number to help identify individuals in agency records. Giving us your SSN or any other information is voluntary. However, if you do not give us your SSN or any other information requested, we cannot process your application. Incomplete addresses and ZIP Codes may also slow processing.

ROUTINE USES: Any disclosure of this record or information in this record is in accordance with routine uses found in System Notice OPM/GOVT-1, General Personnel Records. This system allows disclosure of information to: training facilities; organizations deciding claims for retirement, insurance, unemployment, or health benefits; officials in litigation or administrative proceedings where the Government is a party; law enforcement agencies concerning a violation of law or regulation; Federal agencies for statistical reports and studies; officials of labor organizations recognized by law in connection with representation of employees; Federal agencies or other sources requesting information for Federal agencies in connection with hiring or retaining, security clearance, security or suitability investigations, classifying jobs, contracting, or issuing licenses, grants, or other benefits; public and private organizations, including news media, which grant or publicize employee recognitions and awards; the Merit Systems Protection Board, the Office of Special Counsel, the Equal Employment Opportunity Commission, the Federal Labor Relations Authority, the National Archives and Records Administration, and Congressional offices in connection with their official functions; prospective non-Federal employers concerning tenure of employment, civil service status, length of service, and the date and nature of action for separation as shown on the SF 50 (or authorized exception) of a specifically identified individual; requesting organizations or individuals concerning the home address and other relevant information on those who might have contracted an illness or been exposed to a health hazard; authorized Federal and non-Federal agencies for use in computer matching; spouses or dependent children asking whether the employee has changed from a self-and-family to a self-only health benefits enrollment; individuals working on a contract, service, grant, cooperative agreement, or job for the Federal government; non-agency members of an agency's performance or other panel; and agency-appointed representatives of employees concerning information issued to the employees about fitness-for-duty or agency-filed disability retirement procedures.

Public Burden Statement

Public burden reporting for this collection of information is estimated to vary from 5 to 30 minutes with an average of 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of the collection of information, including suggestions for reducing this burden, to the U.S. Office of Personnel Management, Reports and Forms Manager (3206-0182), Washington, DC 20415-7900. The OMB number, 3206-0182, is valid. OPM may not collect this information, and you are not required to respond, unless this number is displayed.

VAMC Parking Structure
Augusta, Georgia

SECTION 00 01 15
LIST OF DRAWING SHEETS

The drawings listed below accompanying this specification form a part of the contract.

Drawing No.	Title
GI-001	TITLE SHEET
V2-101	SITE SURVEY
CS-101	EXISTING CONDITIONS PLAN
CS-102	DEMOLITION PLAN
CS-103	DEVELOPMENT PLAN
CS-104	STAKING & TREE PLAN
CS-105	INITIAL ES&CP PLAN
CS-106	INTERMEDIATE ES&CP PLAN
CS-107	FINAL ES&CP PLAN
CS-108	ES & PC NOTES (1)
CS-109	ES & PC NOTES (2)
CS-110	CIVIL DETAILS (1)
CS-111	CIVIL DETAILS (2)
SB-001	FOUNDATION GENERAL NOTES
SB-101	FOUNDATION PLAN
SB-201	PILE CAP PLAN
SB-202	STRUCTURAL DETAILS
SF-001	STRUCTURAL/PRECAST NOTES
SF-110	GROUND LEVEL STRUCTURAL PLAN
SF-120	SECOND LEVEL STRUCTURAL PLAN
SF-130	THIRD LEVEL STRUCTURAL PLAN
SF-301	PRECAST FOUNDATION CONNECTION DETAILS
SF-302	PRECAST FOUNDATION CONNECTION DETAILS
SF-303	PRECAST CONNECTION DETAILS
SF-304	PRECAST CONNECTION DETAILS
SF-305	PRECAST CONNECTION DETAILS
SF-306	PRECAST CONNECTION DETAILS
SF-400	SW CORE ENLARGED PLANS
SF-401	NE STAIR ENLARGED PLANS
AS-001	LIFE SAFETY PLAN AND NOTES
AS-002	LIFE SAFETY DETAILS
AS-101	SITE PLAN - EXISTING
AS-102	SITE PLAN - DEMO
AS-110	BUILDING PLAN - 1ST TIER
AS-111	BUILDING PLAN - 2ND TIER
AS-112	BUILDING PLAN - 3RD TIER
AS-113	STRIPING PLAN - TIER 1
AS-114	STRIPING PLAN - TIER 2
AS-115	CROSSWALK CANOPY
AS-116	WALKWAY CANOPY
AS-201	EXTERIOR ELEVATIONS
AS-202	EXTERIOR ELEVATIONS
AS-301	BUILDING SECTIONS
AS-302	BUILDING SECTIONS
AS-311	WALL SECTIONS

VANS Parking Structure
Augusta, Georgia

AS-112	WALL SECTIONS
AS-410	ENLARGED SW CORE 1 PLANS AND DETAILS
AS-411	ENLARGED SW CORE 1 ELEVATIONS AND DETAILS
AS-412	SW CORE 1 ELEVATOR SECTIONS AND DETAILS
AS-413	SW CORE 1 STAIR SECTIONS AND DETAILS
AS-420	ENLARGED NE CORE 2 PLANS AND DETAILS
AS-421	ENLARGED NE CORE 2 ELEVATIONS AND DETAILS
AS-422	NE CORE 2 SECTIONS AND DETAILS
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VAMC Parking Structure
Augusta, Georgia

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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 10, 2015

OWNER: ☐
ARCHITECT: ☐
CONTRACTOR: ☐
FIELD: ☐
OTHER: ☒

TO SUBCONTRACTOR *(Name and address)*:
Baker Roofing Company
7154 Cross County Road
North Charleston, SC 29418

ARCHITECT'S CONTRACTOR'S PROJECT NUMBER:
1401-099100-024
SUBCONTRACT DATE: May 22, 2015
SUBCONTRACT FOR: Roofing

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 provide and install wood nailer (1801f).

The original Subcontract Sum was	$ 21,158.00
The net change by previously authorized Change Orders	$ 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.

BAKER ROOFING COMPANY ARCHITECT SUBCONTRACTOR *(Firm name)*	RESTORATION SPECIALISTS, LLC CONTRACTOR *(Firm name)*	OWNER *(Firm name)*
7154 Cross County Road North Charleston, SC 29418 ADDRESS	1042-A East Montague Ave. Charleston, SC 29405 ADDRESS	ADDRESS
BY *(Signature)*	BY *(Signature)*	BY *(Signature)*
JAMES McDONALD *(Typed name)*	Dennis Selumm - Executive Director *(Typed name)*	*(Typed name)*
8/10/15 DATE	DATE	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	960 15th Street		
Contract #		Contract Date		City	Augusta	State	GA

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

Inclusions: Provide and Install wood nailer (160lf)

*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 A401™ – 2007

Standard Form of Agreement Between Contractor and Subcontractor

AGREEMENT made as of the 22nd day of May in the year 2015
(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.
N. Charleston, SC 29405

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

Baker Roofing
7257 Peppermill Parkway
North Charleston, SC 29418
Phone: (843) 300-4833

The Contractor has made a contract for construction (hereinafter, the Prime Contract)
dated: March 29, 2013 ~~May 22, 2015~~ March 29, 2012 CB
with the Owner:
(Name, legal status, address and other information) (This is with the Owner)

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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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

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by which the Contractor reclaim 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.)

[X] 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 receive 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, allowed 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 perform the following scope of work: Roofing Work as per the attached quote dated 5/21/15 from Baker Roofing. Note: It is the subcontractors 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	

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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 EXHANGE SITE.
Schedule: As follows
Submittals: Submittals are due no later than 6/5/15 (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 Twenty one thousand one hundred fifty eight dollars and 00/100, ($ 21,158.00), 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

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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 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. Baker Roofing Contractual Agreement (copy attached)
2. Preliminary Project Schedule (copy attached)
3. Standard Form 1413 (copy attached, fill out W9 then 1417)
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)
8. Partial and Final Lien Release

This Contract / P.O. Number will be: 1401-084113-025
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

BAKER ROOFING
SUBCONTRACTOR *(Signature)*
Jesus Medina GM

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BAKER ROOFING
Since 1915

ROOFING AND SHEETMETAL CONTRACTORS
"ENGINEERING NEWS"
TOP TEN ROOFING CONTRACTOR

Invoice 207332

Bill to:	Job: 2915148
RESTORATION SPECIALISTS LLC A SOUTH CAROLINA CORPORATION 1042-A EAST MONTAGUE AVENUE NORTH CHARLESTON, SC 29405	VA HOSP PARKING GARAGE C. NORWOOD VAMC PARKING GARAGE 950 15TH STREET AUGUSTA, GA 30901

Invoice #: 207332 Date: 07/31/15	Customer P.O. #:
Payment Terms: PAYABLE ON RECEIPT	Salesperson: JASON WIDENER
Customer Code: 30006	

Remarks:

Quantity	Description	U/M	Unit Price	Extension
	WORK PERFORMED PER CONTRACT			21,158.00
	CHANGE ORDER #1			810.00
			Subtotal:	**21,968.00**
			Total:	**21,968.00**
			Less Retention:	
			Current Due:	**21,968.00**

PLEASE REMIT PAYMENT TO: P.O. BOX 26057, RALEIGH, N.C. 27611
919/828-2975 FAX 919/828-9352

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF ONE PAGES

TO OWNER:
Restoration Specialists
1042-A East Montague Avenue
North Charleston, SC 29405
FROM CONTRACTOR:
Baker Roofing Company
P.O. Box 26057
Raleigh, NC 27611
CONTRACT FOR: Roofing

PROJECT: VAMC Parking Garage
Augusta, GA

VIA ARCHITECT:

APPLICATION NO: 1

PERIOD TO: 7/31/2015

PROJECT NOS:

CONTRACT DATE:

Distribution to:
- ☐ OWNER
- ☐ ARCHITECT
- ☐ CONTRACTOR
- ☐
- ☐

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		$ 21,158.00
2. Net change by Change Orders		$ -810.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 21,968.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 21,968.00
5. RETAINAGE:		
a. 5 % of Completed Work (Column D + E on G703)	$	
b. ____ % of Stored Material (Column F on G703)	$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$ 21,968.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 0.00
8. CURRENT PAYMENT DUE		$ 21,968.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	0.00

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

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

CONTRACTOR:

By: _____ Date: _____

State of: SC County of: Charleston
Subscribed and sworn to before me this 10th day of August 2015
Notary Public: I W Mobley
My Commission expires: 12/13/2022

Notary Public
I W Mobley
Commission Expires
December 13, 2022
South Carolina

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED ..... $ _____

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

ARCHITECT:

By: _____ Date: _____

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

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.

782

S00228

PARTIAL WAIVER OF LIEN, SUBCONTRACTOR'S

AFFIDAVIT AND RELEASE OF CLAIMS

The undersigned contractor for the performance of certain work and/or furnishing of certain materials or supplies ("Work") for the project at Charlie Norwood VAMC Parking Garage, Augusta, GA / VA247-12-C-0035 ("Project")

Pursuant to a contract ("Contract") between Restoration Specialists, LLC ("General Contractor") and Baker Roofing ("Contractor"). Upon contractor's receipt of a check from the Owner in the sum of $21,968.00 payable to Contractor, and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice, bond right, claim for payment and any rights under any similar ordinance, rule or statue related to claim or payment rights for person in the Contractor's position that the Contractor has on the Project through the Release Date.

This release covers a progress payment for labor, services, equipment, and material furnished to or for the benefit of the Project through 7/31/2015 (the "Release Date") only and does not cover any retentions retained, pending modifications and changes or items furnished after the Release Date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the Release Date are covered by this Release unless specifically reserved by Contractor herein.

The undersigned certifies that he or she is authorized to execute and deliver this document on behalf of Contractor, and that notwithstanding anything herein to the contrary the progress payment referenced herein covers all labor, service, equipment and material charges incurred and owed since the last Release Date.

The undersigned, for the Contractor, warrants and represents that with respect to the amount received to Date: (I) title to all work, materials and equipment covered by said payment, whether or not incorporated in the improvement on the Project, has passed to the Owner of the Project, free and clear of all liens, claims, security or encumbrances; (II) all taxes applicable to the materials furnished for use in or on the Project and all taxes for the work performed under the Contract have been fully paid; and (III) all laborers, mechanics, subcontractors, material men and suppliers have been paid in full (or will be paid in full from this progress payment) for all work, materials, equipment and services provided for or to the Project as of the Release Date.

Date: 8/10/15

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

SUBCONTRACTOR'S FINAL RELEASE
WAIVER OF LIEN

The undersigned supplier, subcontractor, equipment provider, engineer or other, Baker Roofing, (name of company) acknowledges that upon being paid $ 21,968.00 for material or equipment provided or work performed at the VA247-12-C-0035, Charlie Norwood VAMC Parking Garage, Augusta, GA (name and address of project) pursuant to a contract with Restoration Specialist, LLC (General Contractor) that there are no claims for material, equipment or labor or claim to a mechanics lien for monies owed arising out of the provision of labor, material or equipment. The above payment is payment in full through the period 7/31/2015 (application of payment date)

IN WITNESS WHEREOF, I have hereunto set my hand and seal at CHARLESTON, South Carolina, this 10th day of August, 2015.

By: _____ (L.S.)

Title: GM/VP

SWORN to and subscribed before me this 10th day of Aug, 2015.

_____

Notary Public of SC

My Commission Expires: 12/13/2022

Notary Public
I W Mobley
Commission Expires
December 13, 2022
South Carolina

(Subcontractor)

AIA® Document A401™ – 2007

Standard Form of Agreement Between Contractor and Subcontractor

AGREEMENT made as of the 5th 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
1020-B East Montague Ave.
Charleston, SC 29405

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

Berkel & Company Contractors, Inc.
7300 Marks Lane
Austell, GA 30168
Phone: (770) 941-5100 Fax: (770) 941-5300

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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8 THE WORK OF THIS SUBCONTRACT

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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

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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.)

[X] 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 11/11/14,

(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 and install auger cast test and production piles per contract documents (100% design documents dated 1/28/13). **Note:** It is the subcontractor's responsibility to visit Submittal Exchange ( ) 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	Mobilize / Commence Work no later than 10/10/14 Substantial Completion Date: 11/11/14

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BE SUBMITTED TO RESTORATION SPECIALISTS BY UPLOADING PDF DOCUMENTS TO THE SUBMITTAL EXHANGE SITE.
Schedule: As follows
Submittals: Submittals are due no later than 9/15/14 (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 Five hundred eighty five thousand dollars and 00/100 ($ 585,000.00), 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.

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§ 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.

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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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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.

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(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. Berkel & Company Contractors, Inc. Quote Dated 7/24/14 (copy attached)
2. Preliminary Project Schedule (copy attached)
3. Standard Form 1413 (copy attached)
4. Certified Payroll Template (copy attached)
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: 1401-311316-004
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	BERKEL & COMPANY CONTRACTORS, INC.
CONTRACTOR *(Signature)*	**SUBCONTRACTOR** *(Signature)*
Matt Robbins – Executive Director	
(Printed name and title)	*(Printed name and title)*

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User Notes:
(1986742360)

Regional Office
Berkeley Company Construction, Inc.
7300 Market Lane
Austell, GA 30168
(770) 941-5100 • (770) 941-5800 fax

July 24, 2015

Palmetto Construction Group, LLC
2255 Clements Ferry Rd. #204
Charleston, SC 29492

Attention Mats Robins

REVISED

RE: Charlie Norwood VA
Hospital Parking Garage
Augusta, Georgia
Our Reference Number AT12-240

Gentlemen:

We propose to install a total of 301 eighteen (18) inch diameter augered pressure grouted piles, aggregating 15,050 linear feet, measured from below working grade, i.e. point of auger contact, and perform one compression, one tension and one lateral pile load test for the lump sum price of $385,000.00

UNIT PRICES – Variances between "bid" and actual quantities will be billed or credited in accordance with the schedule shown below. Our entitlement to adjustments in the subcontract time or price for changes in the work shall not be contingent upon or limited to the amount that you receive from the Owner. Under no circumstances do we waive our right to payment for extra work performed pursuant to your instructions.

	Item	Unit	Add ($)	Deduct ($)
1	Piling footage	LF	24.00	10.00
2	Piles, 50 feet deep	EA	1,675.00	700.00
3	Pile load test, compression	EA	18,000.00	16,000.00
4	Pile load test, tension	EA	16,000.00	14,000.00
5	Pile load test, lateral	EA	10,000.00	8,000.00
6.	Additional Mob./Demob.	LS	29,000.00	N/A

Add price applies only to piles installed and tested concurrent with initial load test program.

SPECIAL CONDITIONS:

1. An adequate and effective dewatering system, if required to provide a dry, firm, stable and level working grade, must be in place and operational prior to our arrival on site. The system must be satisfactorily maintained so that its performance remains uninterrupted throughout the duration of our work.

2. Grout flow rate will be in accordance with the industry norm, i.e., between 10 and 25 seconds when tested with a standard flow cone having a ¾ inch diameter orifice.

Tom Douglas of Berkeley

3. This proposal contains no provision for an Owner or Contractor Controlled Insurance Program (OCIP or CCIP). Should we be asked to participate in such a program we wish it clearly understood that our standard insurance policies and subsequent premiums include, and are based on, substantial deductibles. Consequently the amount of credit applied will be based solely on the following: $9.41 per $100.00 payroll, based on straight time, for Workers Compensation (site operations only) and $2.06 per $100.00 of payroll, based on straight time for General Liability (site operations only). We will give no credit for any other coverages under the OCIP or CCIP. Undisclosed coverage terms and exclusions are subject to our pricing and approval. **No calculation of credits by the wrap-up administrator shall be binding on us.**

4. We shall be provided, upon written request, with the legal description of the property, the name, address and representative of the Owner, and evidence of adequate owner project financing. We shall be promptly notified of material changes in the Owner's identity or financial arrangements and shall not be obligated to commence or continue work unless adequate assurance of payment is received.

5. In the event of significant delay in delivery or price increase of material, equipment or energy occurring prior to the performance of this work, through no fault of Berkel & Company Contractors, Inc., the price and/or time of completion shall be equitably adjusted. A change in price on an item of material, equipment or energy will be considered significant when the price of an item increases two percent or more between the date of this proposal and the date of installation.

6. This quote is based on access to all pile locations using standard installation procedures and conventional equipment, i.e., crane with 90 feet of boom and 70 feet of pile leads. Adequate working space and ramps have to be provided to allow moving of crane and installation of piles.

7. Specifications require as-built locations of piles to be within one and one half (1 1/2) inches of plan location. This is not normal and while we will make every effort not to violate the specified tolerance we can make no guarantees of same.

8. Time/distance restriction regarding the installation of adjacent piles will be in accordance with the latest edition of the International Building Code, i.e. IBC 2006 which mandates that "piles shall not be installed within six pile diameters center to center of a pile filled with concrete less than 12 hours old."

9. The auger will be carefully placed at each pile location and plumbness of the leads monitored during the installation process. Should an obstruction be encountered which causes the auger to move off location or prevents further penetration, i.e., refusal, the pile will be completed and paid for as a job pile. The engineer will be notified immediately so that remedial measures can be enacted quickly and delays minimized. Additional piles, if required, will be paid for in accordance with the stipulated unit prices. Extra costs, such as redesign or pile cap enlargement, etc. will be the responsibility of others.

10. Pile reinforcing steel detail shows a hook at the top of the bar. Bars configured in this fashion are impossible to install unless one of the three following options is implemented:
    (a) working grade, i.e., point of auger contact, is at or below the level of the hook.
    (b) bars are provided and installed "straight" and hooks field bent later by others, or hooks connected with mechanical couplings to be installed later, by others.
    (c) a 180 degree bend or "J" hook is used with the diameter of the bend being equal to or less than the radius of the pile.

This proposal is based on at least one of these options being satisfied.

INCLUDED IN THE PRICES QUOTED ABOVE

1. One mobilization and demobilization of our personnel and equipment to and from the jobsite.

2. All labor, equipment and grout with an ultimate 28 day compressive strength of 4,000 psi or three times the maximum working stress whichever is less.

3. The removal of freshly placed grout to a maximum depth of four feet below working grade or to pile cut-off elevation, whichever is higher, where ground water table and subsurface soil conditions permit. We will make a concerted effort to reach the proper pile cut off elevation, however should subsurface soil conditions and/or ground water prevent us from so doing we will leave the piles one to two feet high to prevent the top of the pile from becoming contaminated. All grades, as well as any subsequent trimming or building up of piles, removing cans or cleaning rebar, to be by others.

4. The purchase, fabrication, tying and installation of all pile reinforcing steel, safety caps not included. All bars to be straight, i.e., no hooks or bends.

5. All applicable sales and use taxes.

6. Lay-out and as-builts.

7. Clean up and stock piling, adjacent to our work, all augered spoil and excess grout, estimated quantity 1,300 cy.

8. Removal, i.e., haul-off, of augered spoil and excess grout from the jobsite.

9. Providing a Pile Installation Recorder for Augercast Piles (PIR-A) or equivalent for the piling rig. The PIR-A will be installed prior to drilling any piling (test or production) and maintained unless otherwise directed by the Engineer. In the unlikely event that the unit is not fully operative, Berkel & Company will immediately notify and work with the manufacturer to rectify the problem. In the interim, piling will continue and the inspector will manually record volume and other pertinent data until the unit is fully operative.

NOT INCLUDED IN THE PRICES QUOTED ABOVE

1. Shooting grades, load test certification, cutting off test and reaction piles, inspection, grout testing, removing cans, or cleaning rebar.

2. 3rd party testing and engineering to be by others.

3. Performance and payment bond, if required, one will be provided for an additional fee of 1.2%.

TIME OF COMPLETION

Our work will be continuous and will be completed in an uninterrupted consecutive sequence requiring only one move of our plant and equipment on and off the site. We plan to utilize one machine working ten-hour shifts, five days per week, under merit shop conditions and expect to complete pile installation three (3) weeks after the start of production drilling.

Any modification of the project schedule differing from the bid schedule shall allow us a reasonable time to complete our work in an efficient manner. We shall be entitled to an equitable adjustment in the price of the work, including but not limited to any increased cost of labor, supervision, equipment or materials, plus reasonable overhead and profit, for any change of schedule, acceleration, out of sequence work or delays not caused by us, our sub-subcontractors, their employees or others for whose acts we may be liable. We shall not be required to commence or continue work unless sufficient areas are ready to ensure continuous work.

ASSUMPTIONS AND CONDITIONS

This proposal is based on the following assumptions and conditions which shall be deemed in and part of any subsequent contract whether incorporated by specific reference or not. AIA Document A401-1997, Standard Form of Agreement between Contractor and Subcontractor, shall serve as the subsequent contract except as modified herein. In the event of conflict between the contents of this proposal and the contract, the former will govern.

1. The installation of production piles will commence immediately after completion of the pile load testing program.

2. We shall indemnify and hold harmless the Owner and Contractor from and against all claims, damages, losses and expenses arising out of or resulting from the performance of the work, 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) but only to the extent caused solely by our negligent acts or omissions. Under no circumstances do we accept responsibility for inconsequential or incidental damages.

3. The unit price for additional footage is limited to a maximum drilled depth of 60 feet. Installation of deeper piles requires a change in equipment and or procedure. Our fee for this will be approved prior to installing the over-length piles.

4. Area will be free from all subsurface, surface and above surface obstructions which might interfere with our work. Working grade and access ramps (1V on 8H steepest) will be dry, firm, stable, level and capable of supporting the efficient movement of our equipment and ready-mix concrete trucks without mats for the duration of our work. Elevation will be no higher than top of pile cap. Excavations for pile caps, grade beams, pits etc. shall not be made prior to our work.

5. We assume no responsibility for and shall be held harmless from any liability for, damage to or interference with subsurface or above surface structures, services and utilities the location of which has not been previously established, and physically shown to us in the field by excavation and/or other means acceptable to us.

6. The auger will be carefully placed at each pile location and plumbness of the leads monitored during the installation process. Should an obstruction be encountered which causes the auger to move off location or prevents further penetration, i.e., refusal, the pile will be completed and paid for as a job pile. The engineer will be notified immediately so that remedial measures can be enacted quickly and delays minimized. Additional piles, if required, will be paid for in accordance with the stipulated unit prices. Extra costs, such as redesign or pile cap enlargement, etc. will be the responsibility of others.

7. Water for clean up. Approximately 300 gallons per day under sufficient pressure and within reasonable distance from our work area, will be provided to us at no cost via a ¾ hose bib or equivalent.

8. All work will be completed in accordance with the plans and specifications, except as modified by this proposal.

9. We assume no responsibility if damage to our piles in place or improper junction between our piles and later construction results from work subsequent to ours, including, but not limited to, cutting off, trimming and leveling tops of piles, cap and grade beam excavation and general filling and grading.

10. Where contaminated and/or hazardous materials are encountered we will be reimbursed for all associated costs including, but not limited to, delays, special training of personnel, removal procedures, disposition fees, etc.

11. The subsurface soil information and/or geotechnical report is accurate and fully representative of conditions at this site.

12. We shall be entitled to equitable adjustments of our schedule and contract price for: (a) delays, acceleration, out-of-sequence work and schedule changes beyond our control, including but not limited to those caused by labor unrest, or suspension or delays caused by others; and (b)extra work we perform pursuant to your written or verbal instructions.

PAYMENT

Payments shall be made to us thirty (30) days after receipt of invoice. Final payment shall be made no later than thirty (30) days after the completion of our work. Payments due us are not contingent upon your receipt of payment from the Owner.

Should any payment be improperly withheld, or not paid in a timely manner, interest at the rate of 18% per annum will accrue on the unpaid balance from its original due date until payment is made.

Any attorney's fees or other collection fees that are incurred by us in the collection of this debt also will be subject to reimbursement by you and/or the Owner.

We will preserve our lien rights by filing the necessary lien documents within the specified time period in the amount of any balance due at the time our lien rights expire.

DISPUTE RESOLUTION

We shall endeavor to resolve all claims, disputes, and matters arising out of or relating to this Agreement by mediation as a condition precedent to any other dispute resolution procedure. If any dispute cannot be resolved within sixty (60) days after either party files a request for mediation then either party may submit the dispute for resolution by arbitration in accordance with the Construction Industry Mediation Rules of the American Arbitration Association.

BACKCHARGE CLAIMS

No backcharge or claim by you for services shall be valid except by an agreement in writing by us before the work is executed, except in the case of our failure to meet any requirement of the Subcontract. In such event, you shall notify us of such default, in writing, and allow us reasonable time to correct any deficiency before incurring any costs chargeable to us. No backcharge shall be valid unless billing is rendered no later than the 15th day of the month following the charge being incurred. Furthermore, any payments withheld under a claim of our default shall be reasonably calculated to cover the anticipated liability and all remaining payment amounts not in dispute shall be promptly paid.

Thank you for your consideration and please call if you have any questions.
This proposal will remain in effect for thirty (30) days.

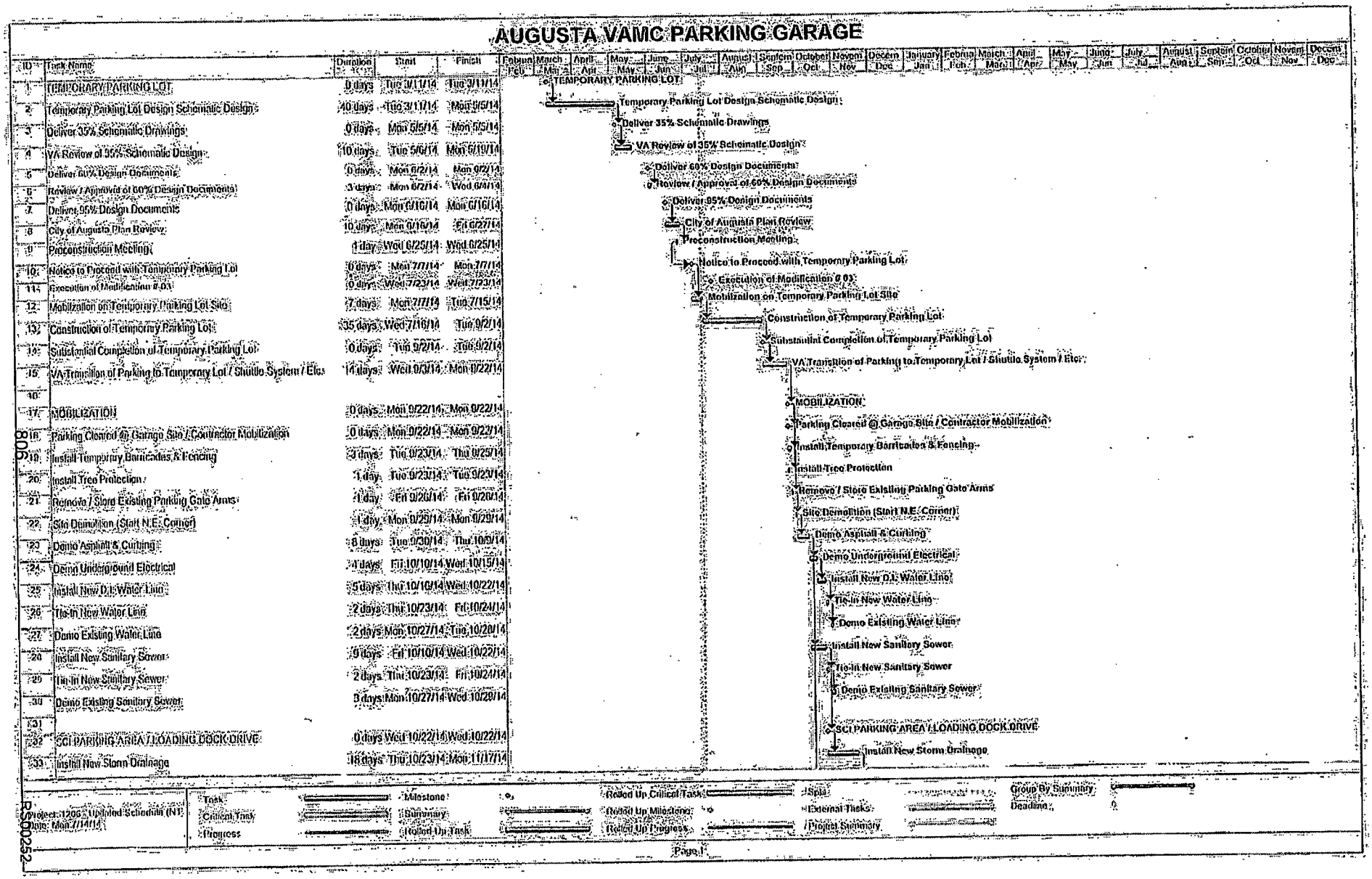
Yours Very Truly,

Berkel & Company Contractors, Inc.

Treagon Messer
Project Manager

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AUGUSTA VAMC PARKING GARAGE



ID	Task Name	Duration	Start	Finish
1	TEMPORARY PARKING LOT	0 days	Tue 3/11/14	Tue 3/11/14
2	Temporary Parking Lot Design Schematic Design	40 days	Tue 3/11/14	Mon 5/5/14
3	Deliver 35% Schematic Drawings	0 days	Mon 5/5/14	Mon 5/5/14
4	VA Review of 35% Schematic Design	10 days	Tue 5/6/14	Mon 5/19/14
5	Deliver 60% Design Documents	0 days	Mon 6/2/14	Mon 6/2/14
6	Review / Approval of 60% Design Documents	3 days	Mon 6/2/14	Wed 6/4/14
7	Deliver 95% Design Documents	0 days	Mon 6/16/14	Mon 6/16/14
8	City of Augusta Plan Review	10 days	Mon 6/16/14	Fri 6/27/14
9	Preconstruction Meeting	1 day	Wed 6/25/14	Wed 6/25/14
10	Notice to Proceed with Temporary Parking Lot	0 days	Mon 7/7/14	Mon 7/7/14
11	Execution of Modification # 03	0 days	Wed 7/23/14	Wed 7/23/14
12	Mobilization on Temporary Parking Lot Site	7 days	Mon 7/7/14	Tue 7/15/14
13	Construction of Temporary Parking Lot	35 days	Wed 7/16/14	Tue 9/2/14
14	Substantial Completion of Temporary Parking Lot	0 days	Tue 9/2/14	Tue 9/2/14
15	VA Transition of Parking to Temporary Lot / Shuttle System / Etc.	14 days	Wed 9/3/14	Mon 9/22/14
16				
17	MOBILIZATION	0 days	Mon 9/22/14	Mon 9/22/14
18	Parking Cleared @ Garage Site / Contractor Mobilization	0 days	Mon 9/22/14	Mon 9/22/14
19	Install Temporary Barricades & Fencing	3 days	Tue 9/23/14	Thu 9/25/14
20	Install Tree Protection	1 day	Tue 9/23/14	Tue 9/23/14
21	Remove / Store Existing Parking Gate Arms	1 day	Fri 9/26/14	Fri 9/26/14
22	Site Demolition (Start N.E. Corner)	1 day	Mon 9/29/14	Mon 9/29/14
23	Demo Asphalt & Curbing	8 days	Tue 9/30/14	Thu 10/9/14
24	Demo Underground Electrical	4 days	Fri 10/10/14	Wed 10/15/14
25	Install New D.I. Water Line	5 days	Thu 10/16/14	Wed 10/22/14
26	Tie-In New Water Line	2 days	Thu 10/23/14	Fri 10/24/14
27	Demo Existing Water Line	2 days	Mon 10/27/14	Tue 10/28/14
28	Install New Sanitary Sewer	5 days	Fri 10/10/14	Wed 10/22/14
29	Tie-In New Sanitary Sewer	2 days	Thu 10/23/14	Fri 10/24/14
30	Demo Existing Sanitary Sewer	3 days	Mon 10/27/14	Wed 10/29/14
31				
32	SCI PARKING AREA / LOADING DOCK DRIVE	0 days	Wed 10/22/14	Wed 10/22/14
33	Install New Storm Drainage	16 days	Thu 10/23/14	Mon 11/17/14

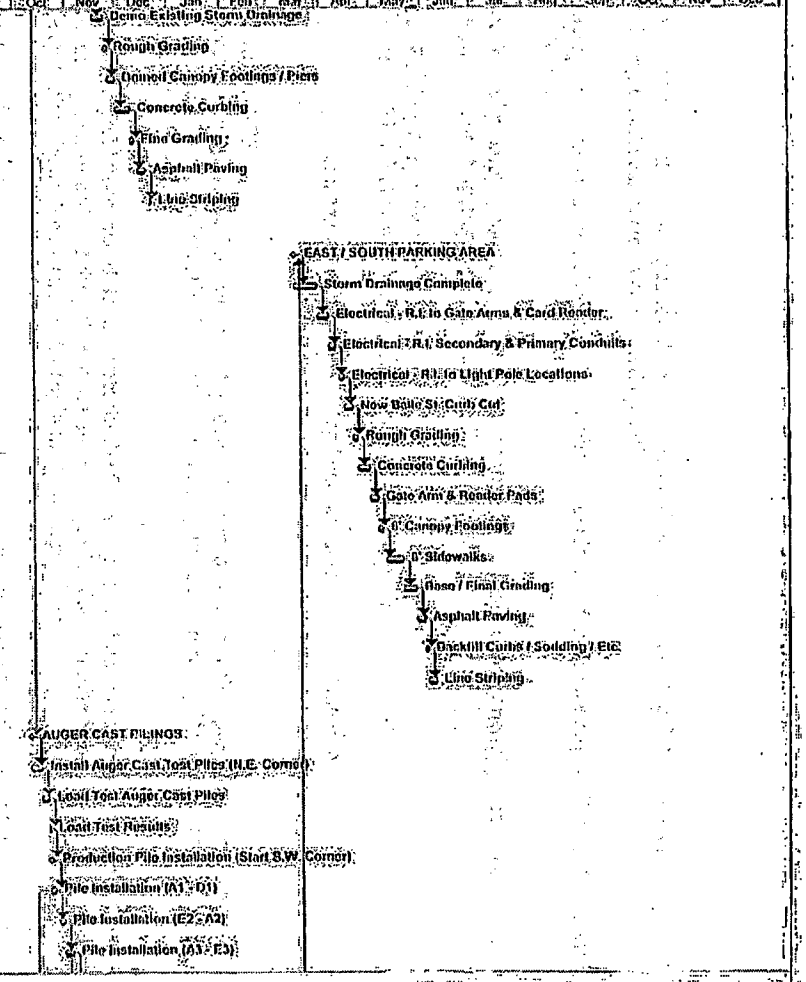
Project: 1206 Updated Schedule (N1
Date: Mon 7/14/14

Task
Critical Task
Progress
Milestone
Summary
Rolled Up Task
Rolled Up Critical Task
Rolled Up Milestone
Rolled Up Progress
Split
External Tasks
Project Summary
Group By Summary
Deadline

Page 1

AUGUSTA VAMC PARKING GARAGE

ID	Task Name	Duration	Start	Finish
34	Demo Existing Storm Drainage	5 days	Tue 11/18/14	Mon 11/24/14
35	Rough Grading	2 days	Tue 11/25/14	Wed 11/26/14
36	Dowel Canopy Footings / Piers	3 days	Thu 11/27/14	Mon 12/1/14
37	Concrete Curbing	7 days	Tue 12/2/14	Wed 12/10/14
38	Fine Grading	2 days	Thu 12/11/14	Fri 12/12/14
39	Asphalt Paving	5 days	Mon 12/15/14	Fri 12/19/14
40	Line Striping	1 day	Mon 12/22/14	Mon 12/22/14
41				
42	EAST / SOUTH PARKING AREA	0 days	Mon 3/16/15	Mon 3/16/15
43	Storm Drainage Complete	10 days	Tue 3/17/15	Mon 3/30/15
44	Electrical - R.I. to Gate Arms & Card Reader	5 days	Tue 3/31/15	Mon 4/6/15
45	Electrical - R.I. Secondary & Primary Conduits	4 days	Tue 4/7/15	Fri 4/10/15
46	Electrical - R.I. to Light Pole Locations	3 days	Mon 4/13/15	Wed 4/15/15
47	New Balle St. Curb Cut	3 days	Thu 4/16/15	Mon 4/20/15
48	Rough Grading	3 days	Tue 4/21/15	Thu 4/23/15
49	Concrete Curbing	5 days	Fri 4/24/15	Thu 4/30/15
50	Gate Arm & Reader Pads	3 days	Fri 5/1/15	Tue 5/5/15
51	6' Canopy Footings	3 days	Wed 5/6/15	Fri 5/8/15
52	6' Sidewalks	6 days	Mon 5/11/15	Wed 5/20/15
53	Base / Final Grading	5 days	Thu 5/21/15	Thu 5/28/15
54	Asphalt Paving	3 days	Fri 5/29/15	Tue 6/2/15
55	Backfill Curbs / Sodding / Etc	2 days	Wed 6/3/15	Thu 6/4/15
56	Line Striping	3 days	Fri 6/5/15	Tue 6/9/15
57				
58	AUGER CAST PILINGS	0 days	Thu 10/9/14	Thu 10/9/14
59	Install Auger Cast Test Piles (N.E. Corner)	5 days	Fri 10/10/14	Thu 10/16/14
60	Load Test Auger Cast Piles	2 days	Fri 10/17/14	Mon 10/20/14
61	Load Test Results	1 day	Tue 10/21/14	Tue 10/21/14
62	Production Pile Installation (Start S.W. Corner)	0 days	Tue 10/21/14	Tue 10/21/14
63	Pile Installation (A1 - D1)	3 days	Wed 10/22/14	Fri 10/24/14
64	Pile Installation (E2 - A2)	3 days	Mon 10/27/14	Wed 10/29/14
65	Pile Installation (A3 - E3)	3 days	Thu 10/30/14	Mon 11/3/14



Project: 1206 - Updated Schedule (N1
Date: Mon 7/14/14

Task | Milestone | Rolled Up Critical Task | Split | Group By Summary
Critical Task | Summary | Rolled Up Milestone | External Tasks | Deadline
Progress | Rolled Up Task | Rolled Up Progress | Project Summary

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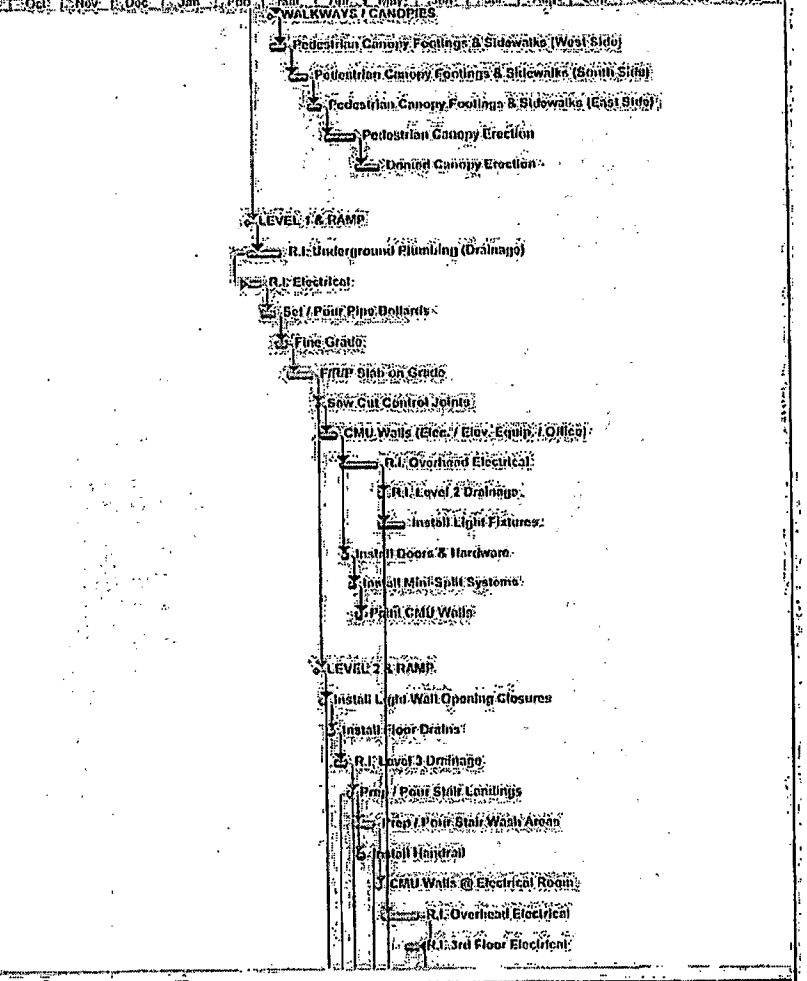
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AUGUSTA VAMC PARKING GARAGE

ID	Task Name	Duration	Start	Finish
66	Pile Installation (E4 - A4)	0 days	Tue 11/4/14	Thu 11/6/14
67	Pile Installation (A5 - E6)	3 days	Fri 11/7/14	Tue 11/11/14
68	Pile Installation (E6 - A6)	3 days	Wed 11/12/14	Fri 11/14/14
69	Pile Installation (A7 - E7)	3 days	Mon 11/17/14	Wed 11/19/14
70	Pile Installation (E8 - A8)	3 days	Thu 11/20/14	Mon 11/24/14
71	Pile Installation (A9 - E9)	4 days	Tue 11/25/14	Fri 11/28/14
72	Remove Auger Spoils From Site	20 days	Wed 10/22/14	Tue 11/18/14
73				
74	PILE CAPS & GRADE BEAMS	0 days	Wed 10/29/14	Wed 10/29/14
75	Drill Elevator Shaft Holes	5 days	Thu 10/30/14	Wed 11/5/14
76	Elevator Pit Slab & Walls	8 days	Thu 11/6/14	Mon 11/17/14
77	Pile Caps: A-1 / A-3 - D-1 / E-3	16 days	Tue 11/18/14	Tue 12/9/14
78	Pile Caps: E-4 / E-6 - A-4 / A-6	16 days	Wed 12/10/14	Wed 12/31/14
79	Pile Caps: A-7 / A-9 - E-7 / C-8.9	16 days	Thu 1/1/15	Thu 1/22/15
80	Rough Grade / Balance / Remove Spoils	14 days	Thu 1/1/15	Tue 1/20/15
81				
82	PRECAST ERECTION	0 days	Wed 12/31/14	Wed 12/31/14
83	Columns / 12" Shear Walls	5 days	Thu 1/1/15	Wed 1/7/15
84	Ramp Retaining Walls	3 days	Thu 1/8/15	Mon 1/12/15
85	6" Light Walls	3 days	Tue 1/13/15	Thu 1/15/15
86	8" Solid Walls (Stairs & Elevators)	3 days	Fri 1/16/15	Tue 1/20/15
87	Precast Stair & Landings	3 days	Wed 1/21/15	Fri 1/23/15
88	Bituminous W.P. @ Below Grade Connections	3 days	Mon 1/26/15	Wed 1/28/15
89	2nd Tier DT's	14 days	Thu 1/29/15	Tue 2/17/15
90	3rd Tier DT's	14 days	Thu 1/29/15	Tue 2/17/15
91	Spandrel Panels	15 days	Thu 1/29/15	Wed 2/18/15
92	Cable Guard Rails	7 days	Thu 2/19/15	Fri 2/27/15
93	Stair & Elevator Roof Slabs	3 days	Mon 3/2/15	Wed 3/4/15
94	Caulk DT Joints	4 days	Thu 3/5/15	Tue 3/10/15
95	Caulk Vertical & Horizontal Panel Joints	4 days	Wed 3/11/15	Mon 3/16/15
96	Single Ply Roofing / Flashing / Trim @ Elevator / Stair Towers	7 days	Tue 3/17/15	Wed 3/25/15
97				

AUGUSTA VAMC PARKING GARAGE

ID	Task Name	Duration	Start	Finish
98	WALKWAYS / CANOPIES	0 days	Wed 3/4/15	Wed 3/4/15
99	Pedestrian Canopy Footings & Sidewalks (West Side)	7 days	Thu 3/5/15	Fri 3/13/15
100	Pedestrian Canopy Footings & Sidewalks (South Side)	9 days	Mon 3/16/15	Thu 3/26/15
101	Pedestrian Canopy Footings & Sidewalks (East Side)	6 days	Fri 3/27/15	Fri 4/3/15
102	Pedestrian Canopy Erection	14 days	Mon 4/6/15	Thu 4/23/15
103	Domed Canopy Erection	10 days	Fri 4/24/15	Thu 5/7/15
104				
105	LEVEL 1 & RAMP	0 days	Tue 2/17/15	Tue 2/17/15
106	R.I. Underground Plumbing (Drainage)	14 days	Wed 2/18/15	Mon 3/9/15
107	R.I. Electrical	6 days	Wed 2/18/15	Wed 2/25/15
108	Set / Pour Pipe Bollards	6 days	Thu 2/26/15	Thu 3/5/15
109	Fine Grade	5 days	Fri 3/6/15	Thu 3/12/15
110	FRP Slab on Grade	11 days	Fri 3/13/15	Fri 3/27/15
111	Saw Cut Control Joints	2 days	Mon 3/30/15	Tue 3/31/15
112	CMU Walls (Elec. / Elev. Equip. / Office)	8 days	Wed 4/1/15	Fri 4/10/15
113	R.I. Overhead Electrical	10 days	Mon 4/13/15	Mon 5/4/15
114	R.I. Level 2 Drainage	4 days	Tue 5/5/15	Fri 5/8/15
115	Install Light Fixtures	12 days	Tue 5/5/15	Wed 5/20/15
116	Install Doors & Hardware	3 days	Mon 4/13/15	Thu 4/16/15
117	Install Mini-Split Systems	2 days	Fri 4/17/15	Mon 4/20/15
118	Paint CMU Walls	4 days	Tue 4/21/15	Fri 4/24/15
119				
120	LEVEL 2 & RAMP	0 days	Fri 3/27/15	Fri 3/27/15
121	Install Light Wall Opening Closures	4 days	Mon 3/30/15	Thu 4/2/15
122	Install Floor Drains	3 days	Fri 4/3/15	Tue 4/7/15
123	R.I. Level 3 Drainage	5 days	Wed 4/8/15	Tue 4/14/15
124	Prep / Pour Stair Landings	3 days	Wed 4/15/15	Fri 4/17/15
125	Prep / Pour Stair Wash Areas	9 days	Mon 4/20/15	Thu 4/30/15
126	Install Handrail	5 days	Mon 4/20/15	Fri 4/24/15
127	CMU Walls @ Electrical Room	2 days	Fri 5/1/15	Mon 5/4/15
128	R.I. Overhead Electrical	10 days	Tue 5/5/15	Tue 5/26/15
129	R.I. 3rd Floor Electrical	6 days	Tue 5/19/15	Tue 5/26/15



Project: 1208 - Updated Schedule (N1
Date: Mon 7/14/14

Task
Critical Task
Progress
Milestone
Summary
Rolled Up Task
Rolled Up Critical Task
Rolled Up Milestone
Rolled Up Progress
Split
External Tasks
Project Summary
Group By Summary
Deadline

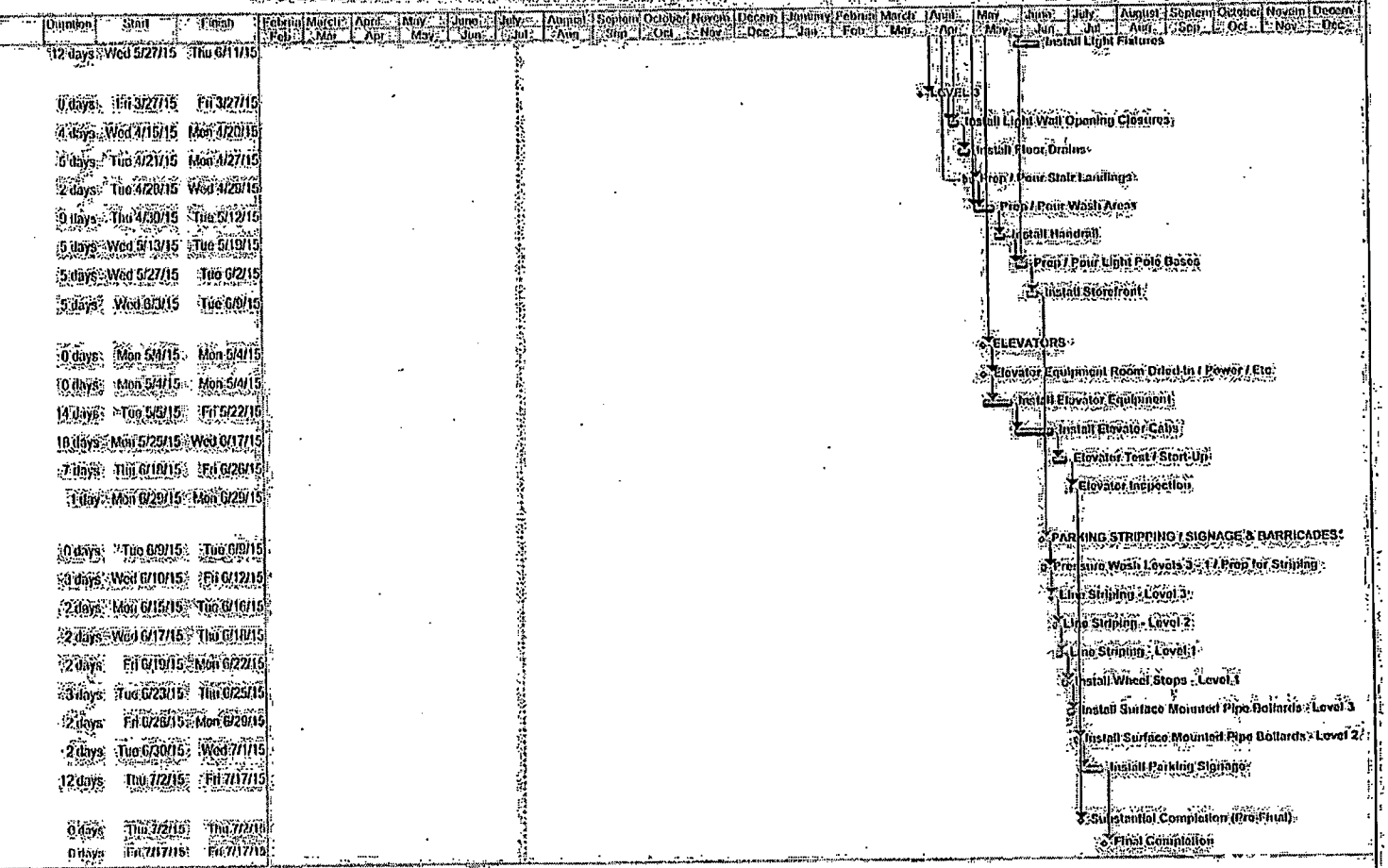
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RS00255

AUGUSTA VAMC PARKING GARAGE

ID	Task Name	Duration	Start	Finish
130	Install Light Fixtures	12 days	Wed 5/27/15	Thu 6/11/15
131				
132	LEVEL 3	0 days	Fri 3/27/15	Fri 3/27/15
133	Install Light Wall Opening Closures	4 days	Wed 4/15/15	Mon 4/20/15
134	Install Floor Drains	5 days	Tue 4/21/15	Mon 4/27/15
135	Prep / Pour Stair Landings	2 days	Tue 4/28/15	Wed 4/29/15
136	Prep / Pour Wash Areas	9 days	Thu 4/30/15	Tue 5/12/15
137	Install Handrail	5 days	Wed 5/13/15	Tue 5/19/15
138	Prep / Pour Light Pole Bases	5 days	Wed 5/27/15	Tue 6/2/15
139	Install Storefront	5 days	Wed 6/3/15	Tue 6/9/15
140				
141	ELEVATORS	0 days	Mon 5/4/15	Mon 5/4/15
142	Elevator Equipment Room Dried In / Power / Etc.	0 days	Mon 5/4/15	Mon 5/4/15
143	Install Elevator Equipment	14 days	Tue 5/5/15	Fri 5/22/15
144	Install Elevator Cabs	10 days	Mon 5/25/15	Wed 6/17/15
145	Elevator Test / Start Up	7 days	Thu 6/18/15	Fri 6/26/15
146	Elevator Inspection	1 day	Mon 6/29/15	Mon 6/29/15
147				
148	PARKING STRIPPING / SIGNAGE & BARRICADES	0 days	Tue 6/9/15	Tue 6/9/15
149	Pressure Wash Levels 3 - 1 / Prep for Striping	3 days	Wed 6/10/15	Fri 6/12/15
150	Line Striping - Level 3	2 days	Mon 6/15/15	Tue 6/16/15
151	Line Striping - Level 2	2 days	Wed 6/17/15	Thu 6/18/15
152	Line Striping - Level 1	2 days	Fri 6/19/15	Mon 6/22/15
153	Install Wheel Stops - Level 1	3 days	Tue 6/23/15	Thu 6/25/15
154	Install Surface Mounted Pipe Bollards - Level 3	2 days	Fri 6/26/15	Mon 6/29/15
155	Install Surface Mounted Pipe Bollards - Level 2	2 days	Tue 6/30/15	Wed 7/1/15
156	Install Parking Signage	12 days	Thu 7/2/15	Fri 7/17/15
157				
158	Substantial Completion (Pre-Final)	0 days	Thu 7/2/15	Thu 7/2/15
159	Final Completion	0 days	Fri 7/17/15	Fri 7/17/15



Project: 200 - Updated Schedule (R1)
Date: Mon 7/14/14

Task | Milestone | Rolled Up Critical Task | Split | Group By Summary
Critical Task | Summary | Rolled Up Milestone | External Tasks | Duration
Progress | Rolled Up Task | Rolled Up Progress | Project Summary

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RSO0256

STATEMENT AND ACKNOWLEDGMENT

OMB No. 9000-0014
Expires: 6/30/2014

Public reporting burden for this collection of information is estimated to average 30 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 (VIR), Regulatory and Federal Assistance Division, GSA, Washington, DC 20405, and to the Office of Management and Budget, Paperwork Reduction Project (9000-0014), Washington, DC 20503.

PART I - STATEMENT OF PRIME CONTRACTOR

1. PRIME CONTRACT NO.	2. DATE SUBCONTRACT AWARDED	3. SUBCONTRACT NUMBER
VA247-12-C-0035	09/05/2014	1401-311316-004

4. PRIME CONTRACTOR			5. SUBCONTRACTOR		
a. NAME			a. NAME		
Restoration Specialists, LLC			Berkel & Company Contractors, Inc.		
b. STREET ADDRESS			b. STREET ADDRESS		
1020-B East Montague Ave.			7300 Marks Lane		
c. CITY	d. STATE	e. ZIP CODE	c. CITY	d. STATE	e. ZIP CODE
Charleston	SC	29405	Austel	GA	30168

6. The prime contract [X] does, [ ] does not contain the clause entitled "Contract Work Hours and Safety Standards Act – Overtime Compensation."

7. The prime contractor states that under the contract shown in Item 1, a subcontract was awarded on the date shown in Item 2 to the subcontractor identified in Item 5 by the following firm:

a. NAME OF AWARDING FIRM
Restoration Specialists, LLC

b. DESCRIPTION OF WORK BY SUBCONTRACTOR
Provide and install auger cast test and production piles per contract documents.

8. PROJECT	9. LOCATION
Charlie Norwood VAMC Parking Garage	950 15th Street, Augusta, GA 30901

10a. NAME OF PERSON SIGNING	11. BY (Signature)	12. DATE SIGNED
Matt Robbins		
10b. TITLE OF PERSON SIGNING		
Executive Director - Construction / Quality Control		

PART II - ACKNOWLEDGMENT OF SUBCONTRACTOR

13. The subcontractor acknowledges that the following clauses of the contract shown in Item 1 are included in this subcontract:

- Contract Work Hours and Safety Standards Act - Overtime Compensation - (If included in prime contract see Block 6)
- Payrolls and Basic Records
- Withholding of Funds
- Disputes Concerning Labor Standards
- Compliance with Davis-Bacon and Related Act Regulations
- Davis-Bacon Act
- Apprentices and Trainees
- Compliance with Copeland Act Requirements
- Subcontracts (Labor Standards)
- Contract Termination - Debarment
- Certification of Eligibility

14. NAME(S) OF ANY INTERMEDIATE SUBCONTRACTORS, IF ANY

A		C	
B		D	

15a. NAME OF PERSON SIGNING	16. BY (Signature)	17. DATE SIGNED
Treagon Messer		
15b. TITLE OF PERSON SIGNING		
Project Manager		

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1413 (REV. 7/2005)
Prescribed by GSA/FAR (48 CFR) 53.222(e)

U.S. Department of Labor
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

U.S. Wage and Hour Division
Rev. Dec. 2008

OMB No.: 1235-0008
Expires: 01/31/2015

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☑	ADDRESS	
PAYROLL NO.	FOR WEEK ENDING	PROJECT AND LOCATION: Charlie Norwood VAMC Parking Garage 950 15th Street, Augusta, GA 30901
PROJECT OR CONTRACT NO.: VA247-12-C-0035		

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	O/T or S/T	(4) DAY AND DATE: HOURS WORKED EACH DAY	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS: FICA	WITHHOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
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RS00258

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210.

(over)