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 4 of 4)

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DEC 27 2019
S.C. SUPREME COURT

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ATTORNEYS FOR RESPONDENTS

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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 11/1/14.

(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 all sanitary sewer and water utilities per the contract documents (Dwgs. CS-101 through CS-111 dated 7/1/14 and project specifications dated 1/28/14). All required testing of utilities included. 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	Commence work no later than 10/15/14 Completion Date: No later than 11/1/14

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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 7/11/14 (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 Fifty nine thousand one hundred fifty eight dollars and 66/100, ($ 59,158.66), 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. Richmond Concrete, LLC Quote Dated 9/4/14 (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: 14-331000-002
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	RICHMOND CONCRETE, LLC
CONTRACTOR *(Signature)*	SUBCONTRACTOR *(Signature)*
Matt Robbins - Executive Director	

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Richmond Concrete, LLC

920 Molly Pond Road Augusta, Georgia 30901 Office: 706-722-1625 Mobile 706-834-2827

Augusta GA Certified DBE ***

Water and Sewer Quote for Augusta, GA VAMC Parking Structure

Sewer System	Unit	Total
SS Manholes Avg Depth 6.7'	$1,680.00 EA 3	= $ 5,040.00
12" PVC 6'-8' Depth	$ 58.56 LF 286'	= $16,748.16
12" DIP 6'-8' Depth	$ 80.55 LF 36'	= $ 2,899.80
Connect to Existing Manhole	$ 1,150.00 EA 1	= $ 1,150.00
Reconstruct Existing MH	$ 3,050.00 EA 1	= $ 3,050.00
Bypass Pumping Sewer	$10,000.00 LS 1	= $ 10,000.00
Testing	$ 2,750.00 LS 1	= $ 2,750.00
Sewer System Total----------		$ 41,637.96

Water System (Cont. next page)

Water System

6" DIP Water Line	$ 45.09 LF 230'	= $ 10,370.70
Tie to Existing W/L	$ 2,500.00 LS 1	= $ 2,500.00
Fittings	$ 1,000.00 LS 1	= $ 1,900.00
Chlorination/Pressure Test	$ 2,750.00 LS 1	= $ 2,750.00

Water System Total ---------- $17,520.70

Total Complete ---------- $ 59,158.66

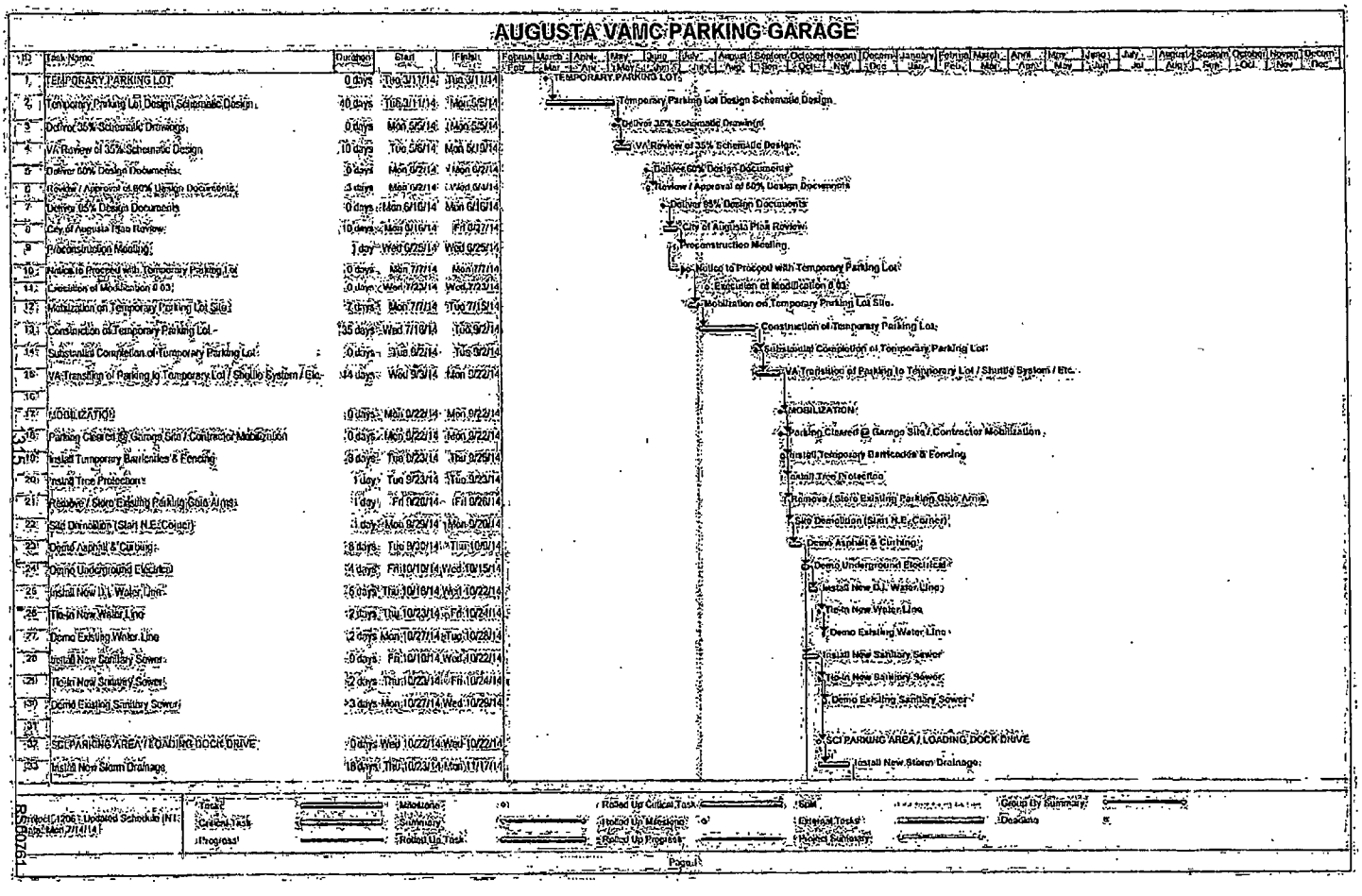
Notes to qualify bid:

1. Price does not include any demolition of existing structures haul off or replacement of unsuitable material.
2. Staking by others.
3. Price does not include bond.
4. This price does not include any sawcutting of asphalt or concrete.
5. This price does not include any haul off or replacement of concrete, asphalt or unsuitable materials.
6. Prices are unit priced. If quantity required exceeds estimate, actual quantity installed will be billed.

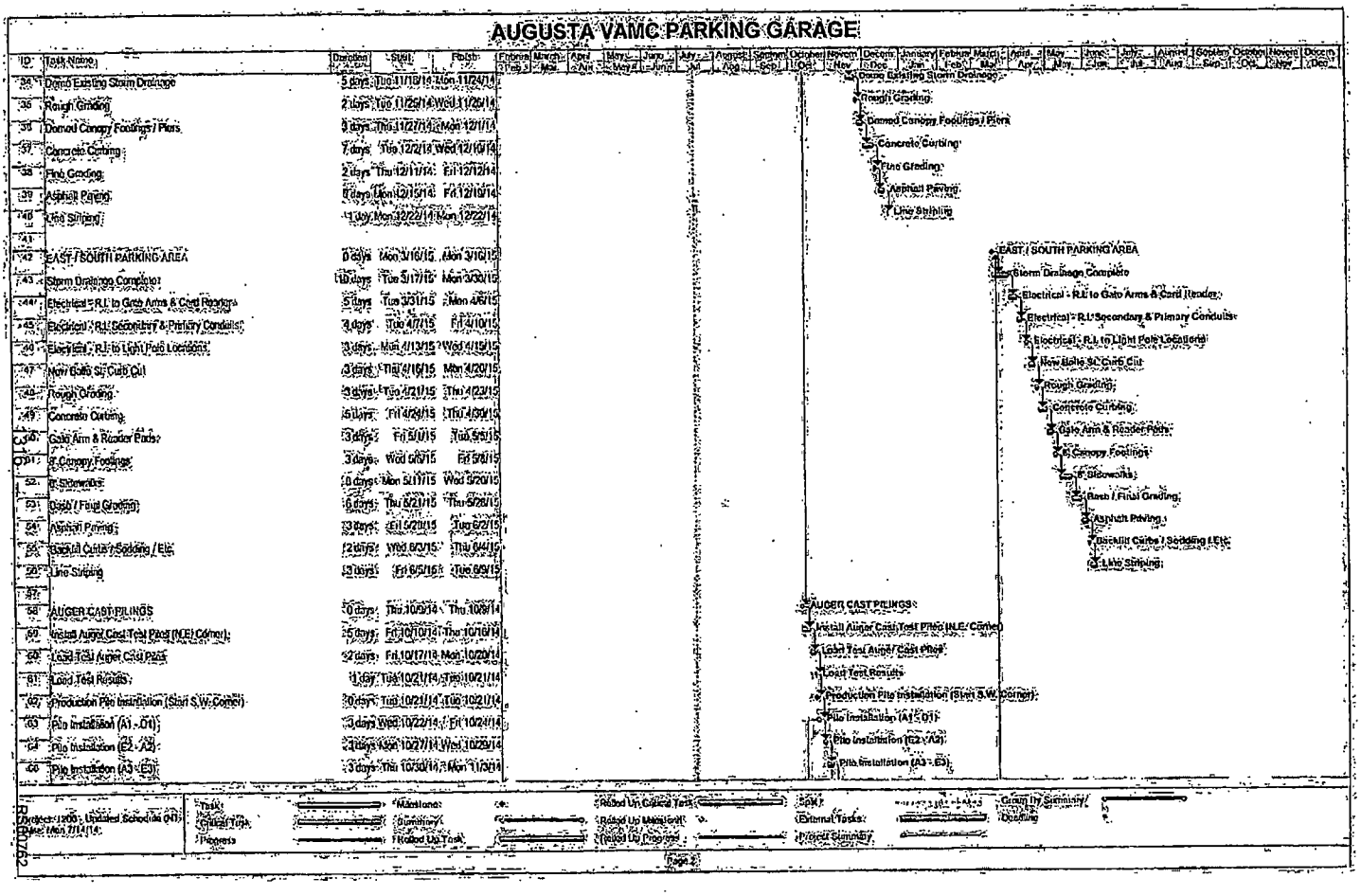
Kevin Baldwin V P

Estimator/ Project Manager

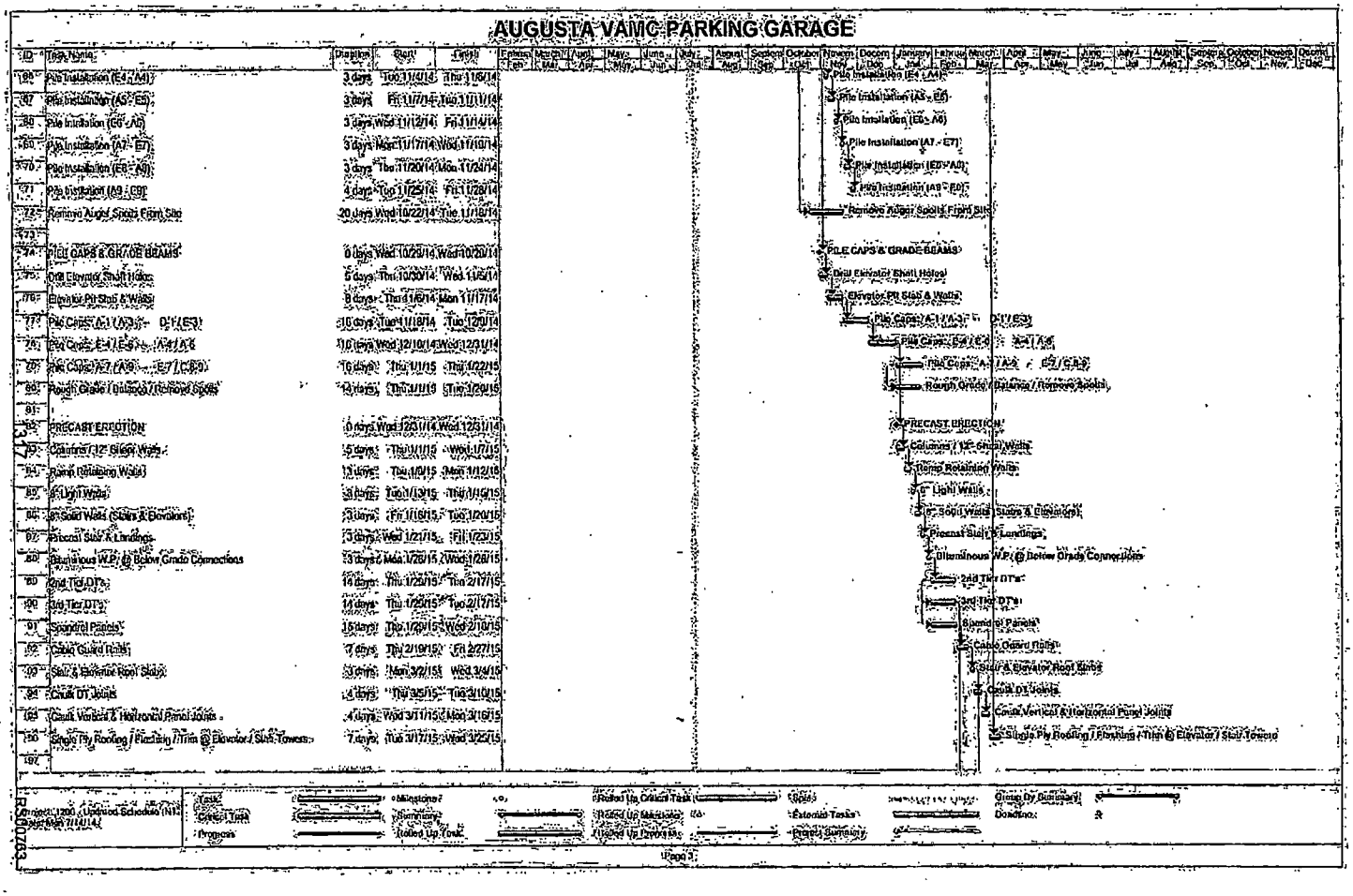
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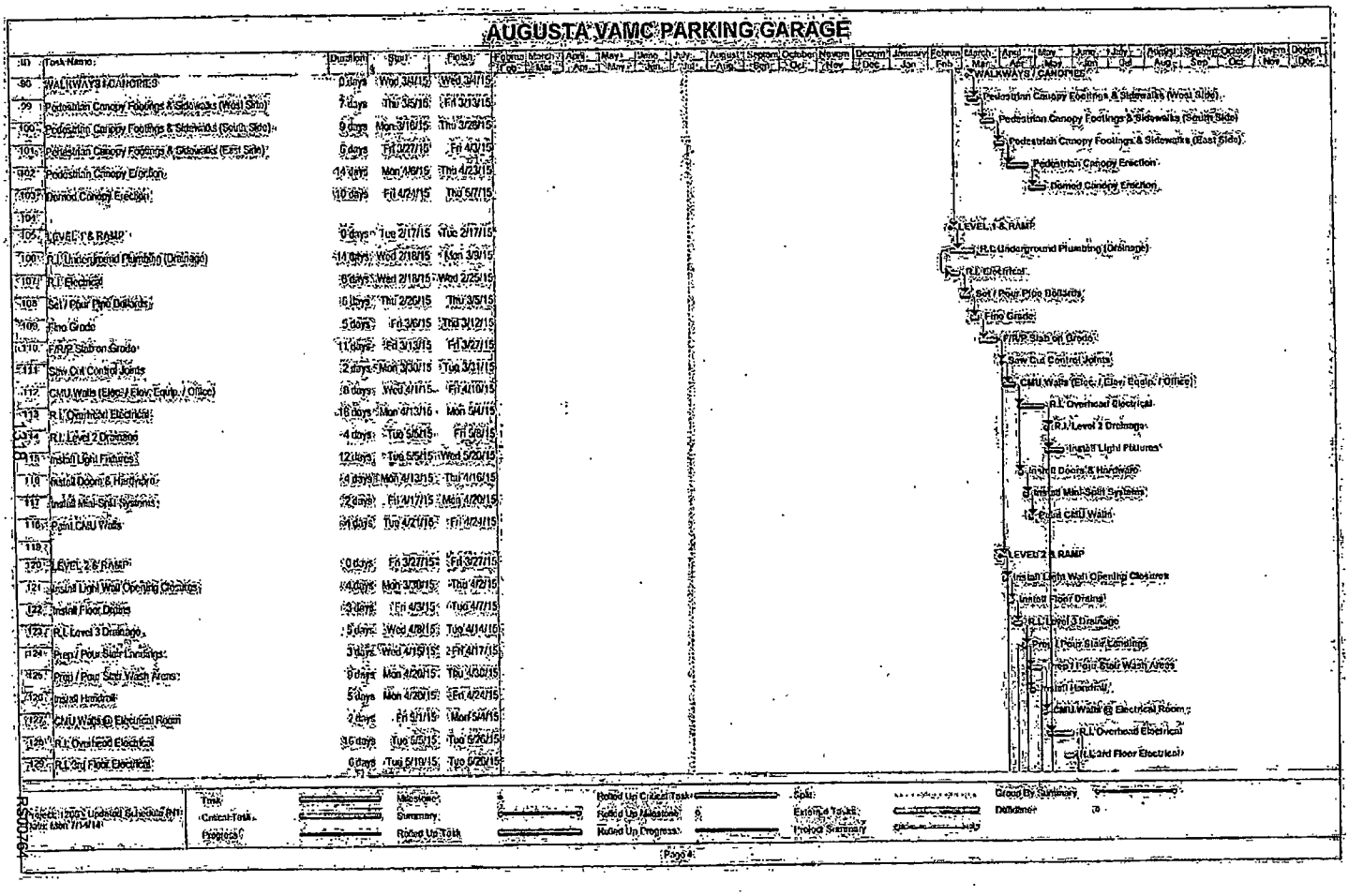


ID	Task Name	Duration	Start	Finish
1	TEMPORARY PARKING LOT	0 days	Tue 3/11/14	Tue 3/11/14
2	Temporary Parking Lot Design Schematic Design	10 days	Tue 3/11/14	Mon 3/24/14
3	Deliver 35% Schematic Drawings	0 days	Mon 3/24/14	Mon 3/24/14
4	VA Review of 35% Schematic Design	10 days	Tue 3/25/14	Mon 4/7/14
5	Deliver 60% Design Documents	0 days	Mon 4/7/14	Mon 4/7/14
6	Review / Approval of 60% Design Documents	4 days	Mon 4/7/14	Wed 4/9/14
7	Deliver 95% Design Documents	0 days	Mon 6/16/14	Mon 6/16/14
8	City of Augusta Plan Review	10 days	Tue 6/17/14	Fri 6/27/14
9	Preconstruction Meeting	1 day	Wed 9/24/14	Wed 9/24/14
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	2 days	Mon 7/7/14	Tue 7/8/14
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	DEMOLITION	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 Solo Arms	1 day	Fri 9/26/14	Fri 9/26/14
22	Silt Demolition (Start N.E. Corner)	1 day	Mon 9/29/14	Mon 9/29/14
23	Demo Asphalt & Curbing	3 days	Tue 9/30/14	Thu 10/2/14
24	Demo Underground Electrical	11 days	Fri 10/10/14	Wed 10/15/14
25	Install New D.I. Water Line	6 days	Thu 10/16/14	Wed 10/22/14
26	Tie-in New Water Line	2 days	Tue 10/21/14	Fri 10/24/14
27	Demo Existing Water Line	2 days	Mon 10/27/14	Tue 10/28/14
28	Install New Sanitary Sewer	0 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	18 days	Thu 10/23/14	Mon 11/17/14

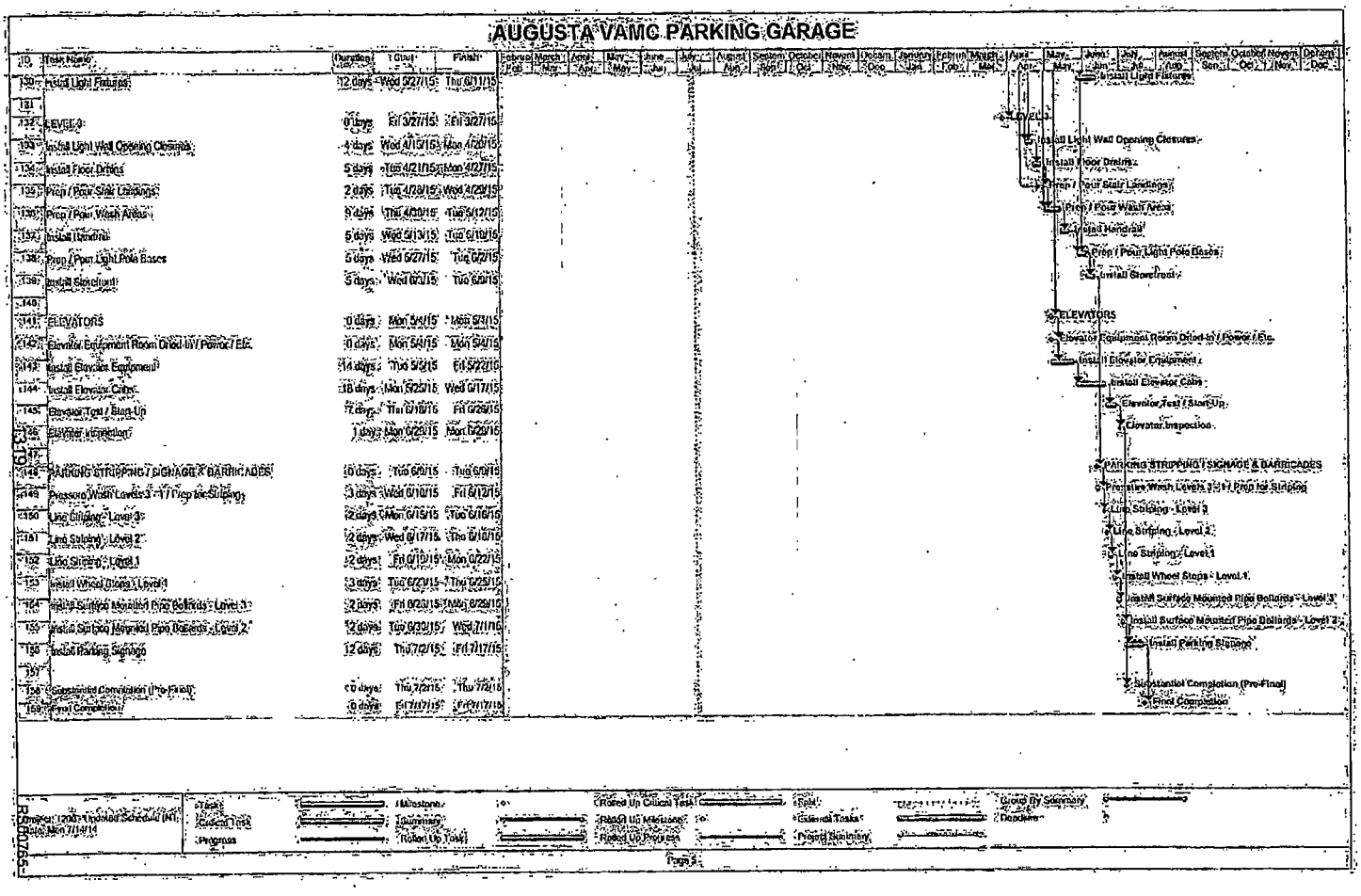


Appendix 1501


AUGUSTA VAMC PARKING GARAGE



Appendix 1503


AUGUSTA VAMC PARKING GARAGE
Install Light Fixtures
LEVEL 3
Install Light Well Opening Closures
Install Floor Drains
Prep / Pour Stair Landings
Prep / Pour Wash Area
Install Handrail
Prep / Pour Light Pole Bases
Install Storefront
ELEVATORS
Elevator Equipment Room Oiled-In / Power / Etc.
Install Elevator Equipment
Install Elevator Cabs
Elevator Test / Start-Up
Elevator Inspection
PARKING STRIPPING / SIGNAGE & BARRICADES
Pressure Wash Levels 3 - 1 / Prep for Striping
Line Striping - Level 3
Line Striping - Level 2
Line Striping - Level 1
Install Wheel Stops - Level 1
Install Surface Mounted Pipe Bollards - Level 3
Install Surface Mounted Pipe Bollards - Level 2
Install Parking Signage
Substantial Completion (Pre-Final)
Final Completion
Project: 12MO - Updated Schedule (M)
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 2

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	14-331000-002

4. PRIME CONTRACTOR			5. SUBCONTRACTOR		
a. NAME			a. NAME		
Restoration Specialists, LLC			Richmond Concrete, LLC		
b. STREET ADDRESS			b. STREET ADDRESS		
1020-B East Montague Ave			920 Molly Pond Road		
c. CITY	d. STATE	e. ZIP CODE	c. CITY	d. STATE	e. ZIP CODE
Charleston	SC	29405	Augusta	GA	30901

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 all sanitary sewer and water utilities 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
Kevin Baldwin VP		
15b. TITLE OF PERSON SIGNING		
Estimator/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(c)

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

NAME OF CONTRACTOR: ☐ OR SUBCONTRACTOR: ☑ | ADDRESS | OMB No.: 1235-0008 Expires: 01/31/2015

PAYROLL NO.:	FOR WEEK ENDING:	PROJECT AND LOCATION	PROJECT OR CONTRACT NO.
		Charlie Norwood VAMC Parking Garage 950 15th Street, Augusta, GA 30901	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	(4) DAY AND DATE: HOURS WORKED EACH DAY	OT OR ST	TOTAL HOURS	(5) RATE OF PAY	(6) GROSS AMOUNT EARNED	(8) DEDUCTIONS: FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
				OT										
				ST										
				OT										
				ST										
				OT										
				ST										
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RS00767

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)(i) 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:

_____

_____

_____

_____

(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.

(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.

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RS00768

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 calendar 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.

[2] 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) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee[1] 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[1]
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 parentheses 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 office 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)

[X] 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) Station #: 509

(H) Investigation Level (SAC/Low/Moderate/High):

(I) Network Access (Y/N): N

(J) Contract Company Name (Subcontractor):

(K) Contract Company Address:

(L) Contractor POC Name & Phone:

(M) Contractor POC Email:

(N) Contracting Officer Signature:

This signature verifies that an official contract is in place prior to processing the applicants for badging

CONTRACTOR EMPLOYEE INFORMATION

(A) Employee Name (Full Legal Name)	(B) SSN	(C) Email Address	(D) D.O.B.	(E) 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.

(A) **Full Legal Name:** Please provide full legal name of individual as shown on driver's license or photo ID.

(B) **Date of Birth:** Please provide the date of birth of the individual.

(C) **Social Security Number:** Please provide the social security number of the individual.

(D) **Citizenship:** Please provide the citizenship of the individual. All foreign-born individuals will be required to submit proof of citizenship.

(E) **Assigned Duty Station:** Please provide the name of the individual's assigned duty station.

(F) **Address of Assigned Duty Station:** Please provide the complete address of the assigned duty station.

(G) **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.

(H) **Gender:** Please provide gender of individual.

(I) **Race:** Please provide race of individual.

(J) **Height:** Please provide height of individual.

(K) **Weight:** Please provide weight of individual.

(L) **Eye Color:** Please provide eye color of individual.

(M) **Hair Color:** Please provide hair color of individual.

(N) **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.

(O) **Position Title:** Please provide position title of individual.

(P) **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.

(Q) **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 *

(a) Full Legal Name (First Middle Last):

(b) Date of Birth (MM/DD/YYYY):

(c) Social Security Number:

(d) Citizenship: (US Citizen, Naturalized, Non-Citizen)

(e) Assigned Duty Station: Charlie Norwood VAMC

(f) Address of Assigned Duty Station: 950 15th Street, Augusta, GA 30901

(g) VA.GOV Email Address:

(h) Gender:

(i) Race:

(j) Height:

(k) Weight:

(l) Eye Color:

(m) Hair Color:

(n) Place of Birth (City, State, Country):

(o) Position Title:

(p) Contractor Company Name:

(q) 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.)

Ⓐ **Contracting Officer Name & Phone:** Please list the post-award contracting officer or specialist handling this task order and phone number.

Ⓑ **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.

Ⓒ **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.

Ⓓ **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 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.

Ⓕ **Employee Name:** Please provide the full legal name of the individuals working on this task order. If the individual is working on multiple task orde's, please list them again as our database tracks contract statistics.

Ⓖ **SSN:** Please provide complete social security numbers for all individuals listed.

Ⓗ **Email Address:** Please provide a valid email address for all individuals. This email address will be provided for EQIP communication.

Ⓘ **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. 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 18 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

8. 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

Additional 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: _____ Date _____
(Sign in ink)

17b. Appointee's Signature: _____ Date _____
(Sign in ink)

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.

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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
VP-101	SITE SURVEY
CS-101	EXISTING CONDITIONS PLAN
CS-102	DEMOLITION PLAN
CS-103	DEVELOPMENT PLAN
CS-104	SEAKING & 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)
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CS-110	CIVIL DETAILS (1)
ES-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
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AS-112	BUILDING PLAN - 3RD TIER
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AS-116	WALKWAY CANOPY
AS-201	EXTERIOR ELEVATIONS
AS-202	EXTERIOR ELEVATIONS
AS-301	BUILDING SECTIONS
AS-302	BUILDING SECTIONS
AS-311	WALL SECTIONS

AS-412	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
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AS-422	NE CORE 2 SECTIONS AND DETAILS
AS-651	WAYFINDING PLAN - SITE
AS-652	WAYFINDING PLAN - TIER 1 ACCESSIBLE PARKING
AS-653	WAYFINDING PLAN - TIER 1
AS-654	WAYFINDING PLAN - TIER 2
AS-655	WAYFINDING PLAN - TIER 3
AS-656	WAYFINDING PLANS - CIRCULATION TOWERS
AS-657	WAYFINDING DETAILS
AS-658	WAYFINDING DETAILS

PL-001	INDEX, LEGEND, GENERAL NOTES, SCHEDULES - PLUMBING
PL-100	BUILDING PLAN - 1ST TIER - UNDERGROUND PLUMBING
PL-110	BUILDING PLAN - 1ST TIER - PLUMBING
PL-111	BUILDING PLAN - 2ND TIER - PLUMBING
PL-112	BUILDING PLAN - 3RD TIER - PLUMBING
PL-200	1ST & 2ND TIERS 3D PLUMBING VIEW
PL-201	3RD TIER 3D PLUMBING VIEW

MH-001	ENDSX, LEGEND, GENERAL NOTES, SCHEDULES - MECHANICAL
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MH-111	BUILDING PLAN - 2ND TIER - MECHANICAL

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VAMC Parking Structure
Augusta, Georgia

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Change Order

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

CHANGE ORDER NUMBER: 001
DATE: May 12, 2015

OWNER: ☐
ARCHITECT: ☐
CONTRACTOR: ☐
FIELD: ☐
OTHER: ☒

TO SUBCONTRACTOR *(Name and address)*:
Southern Atlantic Mechanical Co.
3770 Fernandina Rd.
Columbia, SC 29210

~~ARCHITECT'S~~ CONTRACTOR'S PROJECT NUMBER:
1401-220511-007
SUBCONTRACT DATE: September 10, 2014
SUBCONTRACT FOR: Mechanical

THE SUBCONTRACT IS CHANGED AS FOLLOWS:
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)
This change order is for the following:
Davis Bacon fringe benefit labor $5,892.00
Additional 3'-0" x 7'-8" louver $1,583.00
Added floor drain @ Column 2.1/2nd tier $882.00

The original Subcontract Sum was	$	260,581.00
The net change by previously authorized Change Orders	$	0.00
The Subcontract Sum prior to this Change Order was	$	260,581.00
The Subcontract Sum will be increased by this Change Order in the amount of	$	8,357.00
The new Subcontract Sum including this Change Order will be	$	268,938.00

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

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

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

SOUTHERN ATLANTIC MECHANICAL CO.	RESTORATION SPECIALISTS, LLC	
~~ARCHITECT~~ SUBCONTRACTOR *(Firm name)*	CONTRACTOR *(Firm name)*	~~OWNER (Firm name)~~
3770 Fernandina Rd. Columbia, SC 29210	1042-A East Montague Ave. Charleston, SC 29405	
ADDRESS	ADDRESS	~~ADDRESS~~
BY *(Signature)*	BY *(Signature)*	~~BY (Signature)~~
Marcus Pittman	Dennis Schumm - Executive Director	
(Typed name)	*(Typed name)*	~~(Typed name)~~
DATE	DATE	~~DATE~~

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User Notes:

SOUTHERN ATLANTIC MECHANICAL CO.

Potential Change Order

Charlie Norwood VAMC Parking Garage

Project:	Charlie Norwood VAMC Parking Garage Plumbing	**PCO #:** **Project #**	003
Contractor:	Southern Atlantic Mechanical	**Date:**	3/19/2015

Description of Change: Additional fringe benefit labor (Davis Bacon)

Labor

(1) Foreman/Plumber $13.51x 240 hrs.	$ 3,242.40
(1) Operator $14.32 x 185 hrs	$ 2,649.20
Total	$ 5,891.60

Total Change Order Request $ 5,892.00

Comments/ Lead times:

Contractors Signature: Marcus Pillman Date: 3/20/2015

Change Order Proposal

SOUTHERN ATLANTIC MECHANICAL CONTRACTORS
3770 Fernandina Rd, Columbia, SC 29210
MECHANICAL CONTRACT

Job Name: Charlie Norwood VA, Augusta, GA.		Change Order Proposal No.
Work Description	Date: April 13, 2015	RFI Referred:

Add one 7'8" x 3'0" louver.

Labor Breakdown

0.0	Hrs. Foreman	$ 45.00	$0
4.0	Hrs. Journeyman	$ 45.00	$180
4.0	Hrs. Apprentice	$ 39.00	$156
	Hrs. Service Tech	$ 45.00	$0
	Hrs. Superintendent	$ 45.00	$0
	Hrs. Project Manager	$ 60.00	$0
	Insurance & Taxes 35.00%		$118
Subtotal Labor			$454
Total Labor			$454

Material Breakdown

	Tax Rate	Cost	Tax	Net
Louver	8.00%	$866	$69	$935
	8.00%	$0	$0	$0
	8.00%	$0	$0	$0
	0.00%	$0	$0	$0
2% Consummables	2.00%	$9	$0	$9
2% Safety	2.00%	$9	$0	$9
2% Small Tools	2.00%	$9	$0	$9
	0.00%	$0	$0	$0
				$963
	Total Direct Costs			$963
Overhead & Profit @ 15%				$144
	Subtotal			$1,107

Equipment Rental

	Tax Rate	Cost	Tax	Net
	8.00%	$0	$0	$0
	8.00%	$0	$0	$0
	8.00%	$0	$0	$0
	0.00%	$0	$0	$0
				$0
	Total Equipment Costs			$0
15%				$0
	Equipment Subtotal			$0

Subcontract Breakdown

		$0
		$0
		$0
		$0
		$0
		$0
		$0
Other		
	Subtotal Subcontractors	$0
Overhead & Profit @ 7%		$0
	Total Subcontractors	$0
	Subtotal Costs & OH&P	$1,561
	Bond Cost	$22
	TOTAL	$1,583

Schedule Comments: Days Schedule Extension Requested for This Change, however, we reserve the right to examine the impact of this Change on the overall schedule at a later date, and request appropriate time or cost compensation should the accumulative effect of this or other Changes warrant.

SOUTHERN ATLANTIC MECHANICAL CO.

Potential Change Order
Charlie Norwood VAMC Parking Garage

Project: Charlie Norwood VAMC Parking Garage
Plumbing
Contractor: Southern Atlantic Mechanical

PCO #: 005
Project #
Date: 5/5/2015

Description of Change: Material and Labor to add (1) DD1 at Column 2.1 on the 2nd tier.

Material		$ 322.59
Labor		$ 375.00
	Subtotal	$ 697.59
	15% OH	$ 104.64
	10% Profit	$ 80.22
	Total	$ 882.45

Total Change Order Request $ 882.00

Comments/ Lead times:

Contractors Signature: Marcus Pittman Date: 5/5/2015

APPLICATION AND CERTIFICATE FOR PAYMENT *AIA DOCUMENT G702*

TO (OWNER):	Restoration Specialists, LLC 1042-A East Montague Avenue N. Charleston, SC 29405	PROJECT:	VAMC Parking Garage Augusta, GA 30901	APPLICATION #: 1 PERIOD TO: 01/28/15 ARCHITECT'S PROJECT NO:	Distribution to: ☐ OWNER ☐ ARCHITECT ☐ CONTRACTOR ☐ ☐
FROM (CONTRACTOR)	Southern Atlantic Mechanical Co P O Box 2527 Irmo, SC 29063	VIA(Architect):			
CONTRACT FOR:				CONTRACT DATE:	09/10/14

CONTRACTOR'S APPLICATION FOR PAYMENT

Change Order Summary			
Change Orders approved in Previous months by Owner Total		Additions 0.00	Deductions 0.00
Approved this month		0.00	0.00
Number	Dated Approved		
Totals		0.00	0.00
Net change by Changes Orders		0.00	0.00

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

CONTRACTOR: Southern Atlantic Mechanical Contractors

By: Marcus Pittman Date: 01/29/15

Marcus Pittman

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

1.	ORIGINAL CONTRACT SUM	$ 260,581.00
2.	Net change by Change Orders	$ 0.00
3.	CONTRACT SUM TO DATE (line 1+2)	$ 260,581.00
4.	Total Completed & STORED TO DATE (Column G on G703)	$ 102,480.00
5.	Retainage:	
	0.00% of Completed Work (column D + E on G703)	$ 0.00
	0.00% of Stored Material (column F on G703)	$ 0.00
	Total Retainage (Line 5a + 5b or total in Column I of G703)	$ 0.00
6.	TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 total)	$ 102,480.00
7.	LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$ 0.00
8.	CURRENT PAYMENT DUE	$ 102,480.00
9.	BALANCE TO FINISH, PLUS RETAINAGE (LINE 3 LESS LINE 6)	$ 158,101.00

State of: SC County of: Lexington
Subscribed and sworn to before me this 29 day of January, 2015
Notary Public: Phyllis J Estes
My Commission Expires: 7.19.20

Architect's Certificate of Payment

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

AMOUNT CERTIFIED ..... $

(Attached explanation if amount differs from the amount applied for.)

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 CERTIFICATE FOR PAYMENT • May 1983 Edition • AIA • © 1983
THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 New York Avenue, N.W., WASHINGTON, D.C. 20006

CONTINUATION SHEET

Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column 1 on Contracts where variable retainage for line item may apply.

APPLICATION NUMBER: 1
APPLICATION DATE: 01/28/15
PERIOD TO: 01/28/15
ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULE 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
1	Mobilization & Submittals	$2,000.00	$0.00	$2,000.00	$0.00	$2,000.00	100.00%	$0.00	$0.00
2	Underground Storm	$157,000.00	$0.00	$100,480.00	$0.00	$100,480.00	64.00%	$56,520.00	$0.00
3	Suspended Storm	$60,179.00	$0.00	$0.00	$0.00	$0.00	0.00%	$60,179.00	$0.00
4	Drains & Sump Pump	$30,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$30,000.00	$0.00
	Total	$249,179.00	$0.00	$102,480.00	$0.00	$102,480.00	41.13%	$146,699.00	$0.00
1	HVAC Mini Splits	$8,050.00	$0.00	$0.00	$0.00	$0.00	0.00%	$8,050.00	$0.00
2	HVAC Exhaust	$1,100.00	$0.00	$0.00	$0.00	$0.00	0.00%	$1,100.00	$0.00
3	HVAC Labor	$2,252.00	$0.00	$0.00	$0.00	$0.00	0.00%	$2,252.00	$0.00
	Total	$11,402.00	$0.00	$0.00	$0.00	$0.00	0.00%	$11,402.00	$0.00
	Sums.....	$260,581.00	$0.00	$102,480.00	$0.00	$102,480.00	39.33%	$158,101.00	$0.00

APPLICATION AND CERTIFICATE FOR PAYMENT *AIA DOCUMENT G702*

TO (OWNER):	Restoration Specialists, LLC 1042-A East Montague Avenue N. Charleston, SC 29405	PROJECT:	VAMC Parking Garage Augusta, GA 30901	APPLICATION #: 3 PERIOD TO: 03/31/15 ARCHITECT'S PROJECT NO:	Distribution to: ☐ OWNER ☐ ARCHITECT ☐ CONTRACTOR ☐ ☐
FROM (CONTRACTOR)	Southern Atlantic Mechanical Co P O Box 2527 Irmo, SC 29063	VIA(Architect):			
CONTRACT FOR:				CONTRACT DATE:	09/10/14

CONTRACTOR'S APPLICATION FOR PAYMENT

Change Order Summary			
Change Orders approved in Previous months by Owner Total		Additions 0.00	Deductions 0.00
Approved this month		0.00	0.00
Number	Dated Approved		
Totals		0.00	0.00
Net change by Change Orders		0.00	0.00

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

CONTRACTOR: Southern Atlantic Mechanical Contractors

By: James W Gable Date: 03/19/15
James W. Gable

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

1.	**ORIGINAL CONTRACT SUM**	$ 260,581.00
2.	**Net change by Change Orders**	$ 0.00
3.	**CONTRACT SUM TO DATE** (line 1+2)	$ 260,581.00
4.	**Total Completed & STORED TO DATE** (Column G on G703)	$ 143,300.00
5.	**Retainage:**	
	0.00% of Completed Work (column D + E on G703)	$ 0.00
	0.00% of Stored Material (column F on G703)	$ 0.00
	Total Retainage (Line 5a + 5b or total in Column I of G703)	$ 0.00
6.	**TOTAL EARNED LESS RETAINAGE** (Line 4 less Line 5 total)	$ 143,300.00
7.	**LESS PREVIOUS CERTIFICATES FOR PAYMENT** (Line 6 from prior Certificate)	$ 119,750.00
8.	**CURRENT PAYMENT DUE**	$ 23,550.00
9.	**BALANCE TO FINISH, PLUS RETAINAGE** (LINE 3 LESS LINE 6)	$ 117,281.00

State of: SC County of: Lexington
Subscribed and sworn to before me this 19 day of March, 2015
Notary Public: Phyllis J Epting
My Commission Expires: 7.19.20

Architect's Certificate of Payment

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

AMOUNT CERTIFIED ..... $

(Attached explanation if amount differs from the amount applied for.)
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 CERTIFICATE FOR PAYMENT • May 1983 Edition • AIA • © 1983
THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 New York Avenue, N.W., WASHINGTON, D.C. 20006

CONTINUATION SHEET

Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column 1 on Contracts where variable retainage for line item may apply.

APPLICATION NUMBER: 3
APPLICATION DATE: 03/15/15
PERIOD TO: 03/31/15
ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULE 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
1	Mobilization & Submittals	$2,000.00	$2,000.00	$0.00	$0.00	$2,000.00	100.00%	$0.00	$0.00
2	Underground Storm	$157,000.00	$117,750.00	$23,550.00	$0.00	$141,300.00	90.00%	$15,700.00	$0.00
3	Suspended Storm	$60,179.00	$0.00	$0.00	$0.00	$0.00	0.00%	$60,179.00	$0.00
4	Drains & Sump Pump	$30,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$30,000.00	$0.00
	Total	$249,179.00	$119,750.00	$23,550.00	$0.00	$143,300.00	57.51%	$105,879.00	$0.00
1	HVAC Mini Splits	$8,050.00	$0.00	$0.00	$0.00	$0.00	0.00%	$8,050.00	$0.00
2	HVAC Exhaust	$1,100.00	$0.00	$0.00	$0.00	$0.00	0.00%	$1,100.00	$0.00
3	HVAC Labor	$2,252.00	$0.00	$0.00	$0.00	$0.00	0.00%	$2,252.00	$0.00
	Total	$11,402.00	$0.00	$0.00	$0.00	$0.00	0.00%	$11,402.00	$0.00
	Sums.....	$260,581.00	$119,750.00	$23,550.00	$0.00	$143,300.00	54.99%	$117,281.00	$0.00

APPLICATION AND CERTIFICATE FOR PAYMENT *AIA DOCUMENT G702*

TO (OWNER):	Restoration Specialists, LLC 1042-A East Montague Avenue N. Charleston, SC 29405	PROJECT:	VAMC Parking Garage Augusta, GA 30901	APPLICATION #: 4 PERIOD TO: 04/30/15 ARCHITECT'S PROJECT NO:	Distribution to: ☐ OWNER ☐ ARCHITECT ☐ CONTRACTOR ☐ ☐
FROM (CONTRACTOR)	Southern Atlantic Mechanical Co P O Box 2527 Irmo, SC 29063	VIA(Architect):	Revised		
CONTRACT FOR:				CONTRACT DATE:	09/10/14

CONTRACTOR'S APPLICATION FOR PAYMENT

Change Order Summary			
Change Orders approved in Previous months by Owner Total		Additions 0.00	Deductions 0.00
Approved this month		0.00	0.00
Number	Dated Approved		
Totals		0.00	0.00
Net change by Change Orders		0.00	0.00

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

CONTRACTOR: Southern Atlantic Mechanical Contractors

By: James W. Gable Date: 04/22/15

James W. Gable

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

1.	ORIGINAL CONTRACT SUM	$ 260,581.00
2.	Net change by Change Orders	$ 0.00
3.	CONTRACT SUM TO DATE (line 1+2)	$ 260,581.00
4.	Total Completed & STORED TO DATE (Column G on G703)	$ 220,694.73
5.	Retainage:	
	0.00% of Completed Work (column D + E on G703)	$ 0.00
	0.00% of Stored Material (column F on G703)	$ 0.00
	Total Retainage (Line 5a + 5b or total in Column 1 of G703)	$ 0.00
6.	TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 total)	$ 220,694.73
7.	LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$ 143,300.00
8.	CURRENT PAYMENT DUE	$ 77,394.73
9.	BALANCE TO FINISH, PLUS RETAINAGE (LINE 3 LESS LINE 6)	$ 39,886.27

State of: SC County of: Lexington
Subscribed and sworn to before me this 22 day of April, 2015
Notary Public: Phyllis J Epting
My Commission Expires: 7.19.20

Architect's Certificate of Payment

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

AMOUNT CERTIFIED ..... $

(Attached explanation if amount differs from the amount applied for.)

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

Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column 1 on Contracts where variable retainage for line item may apply.

APPLICATION NUMBER: 4
APPLICATION DATE: 04/11/15
PERIOD TO: 04/30/15
ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULE 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
1	Mobilization & Submittals	$2,000.00	$2,000.00	$0.00	$0.00	$2,000.00	100.00%	$0.00	$0.00
2	Underground Storm	$157,000.00	$141,300.00	$7,850.00	$0.00	$149,150.00	95.00%	$7,850.00	$0.00
3	Suspended Storm	$80,179.00	$0.00	$30,089.50	$27,197.17	$57,286.67	95.19%	$2,892.33	$0.00
4	Drains & Sump Pump	$30,000.00	$0.00	$0.00	$9,970.56	$9,970.56	33.24%	$20,029.44	$0.00
	Total	$249,179.00	$143,300.00	$37,939.50	$37,167.73	$218,407.23	87.65%	$30,771.77	$0.00
1	HVAC Mini Splits	$8,050.00	$0.00	$2,012.50	$0.00	$2,012.50	25.00%	$6,037.50	$0.00
2	HVAC Exhaust	$1,100.00	$0.00	$275.00	$0.00	$275.00	25.00%	$825.00	$0.00
3	HVAC Labor	$2,252.00	$0.00	$0.00	$0.00	$0.00	0.00%	$2,252.00	$0.00
	Total	$11,402.00	$0.00	$2,287.50	$0.00	$2,287.50	20.06%	$9,114.50	$0.00
	Sums.....	$260,581.00	$143,300.00	$40,227.00	$37,167.73	$220,694.73	84.69%	$39,886.27	$0.00

01 GATEWAY SUPPLY CO-PLBG
P O BOX 56
1312 HAMRICK ST
COLUMBIA SC 29201
803.771.7160 Fax 803 376 5600

** ACKNOWLEDGEMENT **
Order #: S3538757
P/O # : 14049-06851
Printed: 08:29:38 21 APR 2015
Page # : 1 of 1

RS00797

Sold To:
SOUTHERN ATLANTIC MECHANICAL-PLBG
P O BOX 2527
IRMO, SC 29063

Ship To:
SAMCO VAMC PARKING GARAGE-PLBG
CHARLIE NORWOOD VAMC PARKING GARAGE
950 NEW BAILIE STREET
AUGUSTA, GA 30901

Ordered by	Order Date	Ship Date	Ship Via	Warehouse	
	04/21/15	01/12/16	OUR TRUCK OTR	Shp 1	Prc 1

Writer	Salesperson	Release #	Freight	Allowed
CHRIS MACQUEEN	CHRIS MACQUEEN	CHARLIE NORWOOD GARA	No	

Ordered	Product Description	Unit Price	Net
	VAMC PARKING GARAGE DRAINS & SUMP PUMP COST CODE 2070		
68ea	^.		
	DRAINS ------		
24ea	2350-L-04 4IN FLOOR DRAIN WITH DI GRATE **NONSTOCK**	109.000	2616.00
44ea	2350-L-03 3" FLOOR DRAIN WITH DI GRATE **NONSTOCK**	109.000	4796.00
1ea	^.		
	SUMP PUMP ---------		
1ea	ELV280 PUMP WITH "OIL TECTOR" AND AUXILLARY ALARM RELAY **NONSTOCK**	1790.000	1790.00
1ea	BCV150 1-1/2" HEAVY DUTY COMPRESSION FIT CHECK VALVE, BALL VALVE, & UNION **NONSTOCK**	30.000	30.00
	SUBTOTAL		9232.00
	SALES TAX		738.56
	Invoice Amount		9970.56

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** ACKNOWLEDGEMENT **

01 GATEWAY SUPPLY CO-PLBG
P O BOX 56
1312 HAMRICK ST
COLUMBIA SC 29201
803.771.7160 Fax 803 376 5600

Order #: S3487537
P/O # : 14049-06850
Printed: 08:32:15 21 APR 2015
Page # : 1 of 2

RS00798

Sold To:
SOUTHERN ATLANTIC MECHANICAL-PLBG
P O BOX 2527
IRMO, SC 29063

Ship To:
SAMCO VAMC PARKING GARAGE-PLBG
CHARLIE NORWOOD VAMC PARKING GARAGE
950 NEW BAILIE STREET
AUGUSTA, GA 30901

Ordered by	Order Date	Ship Date	Ship Via	Warehouse
MARCUS	01/23/15	04/30/15	OUR TRUCK OTR	Shp 1 Prc 1

Writer	Salesperson	Release #	Freight Allowed
CHRIS MACQUEEN	CHRIS MACQUEEN	CHARLIE NORWOOD GARA	No

Ordered	Product Description	Unit Price	Net
	VAMC PARKING GARAGE ABOVE GROUND STORM DRAIN PIPING COST CODE 2040C		
580ea	006787 NH-2 3 NO HUB PIPE	7.027	4075.72
400ea	006794 NH-2 4 NO HUB PIPE	9.125	3649.92
560ea	006817 NH-2 6 NO HUB PIPE	15.682	8782.03
50ea	006824 NH-2 8 NO HUB PIPE	24.433	1221.66
16ea	007340 NH-12 3 NO HUB 1/8 BEND	8.670	138.72
4ea	007357 NH-12 4 NO HUB 1/8 BEND	11.360	45.44
9ea	007371 NH-12 6 NO HUB 1/8 BEND	25.180	226.62
1ea	007388 NH-12 8 NO HUB 1/8 BEND	72.600	72.60
47ea	006862 NH-4 3 NO HUB 1/4 BEND	10.490	493.03
16ea	006879 NH-4 4 NO HUB 1/4 BEND	15.510	248.16
34ea	006893 NH-4 6 NO HUB 1/4 BEND	37.490	1274.66
2ea	006909 NH-4 8 NO HUB 1/4 BEND	105.390	210.78
1ea	012115 NH-52S 3 NO HUB TAPPED FERRULE W/2-1/2" BRASS PLUG **NONSTOCK**	19.380	19.38
80ea	410EG 3 GALV LIGHT DUTY CLEVIS HANGER (441EG)	1.020	81.60
60ea	410EG 4 GALV LIGHT DUTY CLEVIS HANGER (441EG)	1.440	86.40
80ea	401EG 6 GALV STD DUTY CLEVIS HANGER (451EG)	3.370	269.60
8ea	401EG 8 GALV STD DUTY CLEVIS HANGER (451EG) MAX.REC.LOAD 2000#	5.420	43.36
233ea	3 NO HUB COUPLING	2.160	503.28
108ea	4 NO HUB COUPLING	2.560	276.48
187ea	6 NO HUB COUPLING (C600C)	6.470	1209.89
12ea	8 NO HUB COUPLING	12.210	146.52
12ea	009740 NH-40A 6X4 NO HUB SHORT REDUCER	15.560	186.72
1ea	009801 NH-40A 8X6 NO HUB SHORT	37.760	37.76

*** Continued on Next Page ***

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** ACKNOWLEDGEMENT **

01 GATEWAY SUPPLY CO-PLBG
P O BOX 56
1312 HAMRICK ST
COLUMBIA SC 29201
803.771.7160 Fax 803 376 5600

Order #: S3487537
P/O # : 14049-06850
Printed: 08:32:15 21 APR 2015
Page # : 2 of 2

RS00799

Sold To:
SOUTHERN ATLANTIC MECHANICAL-PLBG
P O BOX 2527
IRMO, SC 29063

Ship To:
SAMCO VAMC PARKING GARAGE-PLBG
CHARLIE NORWOOD VAMC PARKING GARAGE
950 NEW BAILIE STREET
AUGUSTA, GA 30901

Ordered by	Order Date	Ship Date	Ship Via	Warehouse	
MARCUS	01/23/15	04/30/15	OUR TRUCK OTR	Shp 1	Prc 1

Writer	Salesperson	Release #	Freight	Allowed
CHRIS MACQUEEN	CHRIS MACQUEEN	CHARLIE NORWOOD GARA	No	

Ordered	Product Description	Unit Price	Net
24ea	REDUCER 009436 NH-36 3X3 NO HUB TEST TEE	15.370	368.88
24ea	L/PLUG P50-300 3" RAISED HEAD BRASS PLUG	3.100	74.40
8ea	009443 NH-36 4X4 NO HUB TEST TEE	27.000	216.00
8ea	L/PLUG P50-400 4" RAISED HEAD BRASS PLUG	6.510	52.08
16ea	009467 NH36 6" NH TEST TEE	59.060	944.96
	LESS/BRASS PLUG **NONSTOCK**		
16ea	P50-600 6" RAISED HEAD BRASS PLUG	14.120	225.92
	SUBTOTAL		25182.57
	SALES TAX		2014.60
	Invoice Amount		27197.17

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Job Billings/Receipts

Period End Date	*Description*	*Billed*	*Paid*	
JOB #:	14049	*JOB NAME:*	VAMC Parking Garage	
01/31/15	inv 14049 App 1	$102,480.00		
02/28/15	inv 14049 App 2	$17,270.00		
03/31/15	inv 14049 App 3	$23,550.00		
01/31/15	Paid		$92,232.00	
04/30/15	inv 14049 App 4	$77,394.73		
01/31/15	Paid		$10,248.00	
02/28/15	Paid		$17,270.00	
03/31/15	Paid		$23,550.00	
05/31/15	inv 14049 App 5	$20,186.84		
06/30/15	inv 14049 App 6	$26,930.43		
07/31/15	inv 14049 App 7	$1,126.00		
04/30/15	Paid		$77,394.73	
09/30/15	inv 14049 App 8	$23,261.00		
Grand Total		*Grand Total*	*$292,199.00*	*$220,694.73*

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: September 3, 2015

OWNER: ☐
ARCHITECT: ☐
CONTRACTOR: ☐
FIELD: ☐
OTHER: ☒

TO SUBCONTRACTOR *(Name and address)*:
Sign-A-Rama
607 Broughton Street
Orangeburg, SC 29115
(803) 534-7575

ARCHITECT'S CONTRACTOR'S PROJECT NUMBER:
1401-101400-016
SUBCONTRACT DATE: September 17, 2014
SUBCONTRACT FOR: Signage

THE SUBCONTRACT IS CHANGED AS FOLLOWS:
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)
This change order is for the following:
Additional signage per attached quote #1628 from Signarama Dated 7/20/15.

The original Subcontract Sum was	$ 80,988.00
The net change by previously authorized Change Orders	$ 0.00
The Subcontract Sum prior to this Change Order was	$ 80,988.00
The Subcontract Sum will be increased by this Change Order in the amount of	$ 45,760.09
The new Subcontract Sum including this Change Order will be	$ 126,748.09

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)~~
SIGN-A-RAMA	RESTORATION SPECIALISTS, LLC	
607 Broughton Street Orangeburg, SC 29115	1042-A East Montague Ave. Charleston, SC 29405	
ADDRESS	ADDRESS	ADDRESS
BY *(Signature)*	BY *(Signature)*	~~BY (Signature)~~
(Typed name)	Dennis Schumm - Executive Director *(Typed name)*	~~(Typed name)~~
DATE	DATE 9/3/15	~~DATE~~

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User Notes: (1822216894)

CO#1

Signarama of Orangeburg
607 Broughton St.
Orangeburg SC 29115
United States
Phone: 803-534-7575
info@signarama-orangeburg.com
http://www.signarama-orangeburg.com

Signarama
The way to grow your business.

Invoice # 1628 - Change Order VAMC Parking Garage 950 15th Street Augusta, GA 30901

Sold To	Contact	Shipping/Install
Restoration Specialists 1020-B East Montague Ave. North Charleston SC 29405 United States	Dennis Schumm Phone : (843) 277-2059 Mobile : (843) 200-2167 Fax : (843) 789-3135 Email : dennis@restspec.com Address : 1020-B East Montague Ave. North Charleston SC 29405 United States	

Quote #	Quote Date	Sales Rep	Payment Terms	PO	PO Date
	07/20/2015	Charles Scholwinski charles@signarama-orangeburg.com	DUE ON RECEIPT		

Items

#	Item	Qty	Unit Price	Total	Tax
1	**Consulting - Planning & Design Services** Additional Planning & Design due to proper design specifications were not disclosed to Signarama Orangeburg at the beginning of this project. Sigarama Orangeburg had to identify and locate current VA Sign Guidelines. Signaarama then had to coordinate signage plans to meet the previous 2005 VA Sign Guidelline that the building was designed by and the now current 2012 VA Sign Guidelines. These three standards have been combined to meet the VA's approval, the architects approval and Restoration Specialists approval.	1	$4,362.50	$4,362.50	$0.00
2	**02 Stop Sign** 24" Octagon .080" Aluminum EGP Single Sided Stop Sign Mounted on a 3" X 3" X 12' Aluminum Post Painted White. Change Order due to New Item not originally quoted. Installation Method TBD	11	$318.00	$3,498.00	$244.86
3	**03 Do Not Enter Sign** 30" X 30" Single Sided .080" Aluminum Sign Copy "DO NOT ENTER" with 3" X 3" X 12' Aluminum Post Painted White. Change Order due to New Item not originally quoted. Installation Method TBD	8	$342.00	$2,736.00	$191.52
4	**06 Exit** 10" X 25" X 3/8" Routed Aluminum Letters This is a price difference changing from injected molded letters to routed aluminum letters as specified by the 2012 VA Sign Guide.	3	$170.00	$510.00	$35.70
5	**07 Entrance** 10" X 5' X 3/8" Routed Aluminum Letters This is a price change due to changing from injected molded letters to routed aluminum letters as specified by the 2012 VA Sign Guide.	3	$360.00	$1,080.00	$75.60

#	Item	Qty	Unit Price	Total	Tax
6	**09 SCI / D (VAN) Post Mounted** 21" X 12" X .080" Aluminum Sign w/ 3M High Performance Graphics & 3" X 3" X 8' Aluminum Post Painted as specified by the 2012 VA Sign Guide.	18	$104.00	$1,872.00	$131.04
7	**10 SCI / D (VAN) Wall Mounted** 21" X 12" .080" Aluminum Sign w/ 3M High Performance Graphics. Van Accessible. Change Order due to sign size changing to 21" X 12" as specified by the 2012 VA Sign Guide.	5	$21.00	$105.00	$7.35
8	**11 SCI / D Post Mounted** 18" X 12" X .080" Aluminum Sign w/3M High Performance Graphics & 3" X 3" X 8' Painted Aluminum Post. Change Order due to post size changing to 3" X 3" Painted Aluminum as specified by the 2012 VA Sign Guide.	31	$104.00	$3,224.00	$225.68
9	**13 HC Parking Post Mounted** 18" X 12" X .080" Aluminum Sign w/3M High Performance Graphics & 3" X 3" X 8' Painted Aluminum Post Change Order due to post size changing to 3" X 3" Painted Aluminum as specified by the 2012 VA Sign Guide.	36	$104.00	$3,744.00	$262.08
10	**15 Parking Structure Directional** 15" X 120" Custom Fabricated Non Illuminated Sign Cabinet. Change Order due sign specifications by the 2012 VA Sign Guide.	1	$644.00	$644.00	$45.08
11	**16 Parking Structure Directional** 15" X 120" Custom Fabricated Non Illuminated Sign Cabinet. Change Order due sign specifications by the 2012 VA Sign Guide.	3	$644.00	$1,932.00	$135.24
12	**17 Parking Structure Directional** 15" X 72" X 1.5" Suspended Double Custom Fabricated Non Illuminated Sign cabinets as Specified in the 2012 VA Sign Guide.	1	$580.00	$580.00	$40.60
13	**18 Parking Structure Directional** 15" X 72" X 1.5" Suspended Double Custom Fabricated Non Illuminated Sign cabinets as Specified in the 2012 VA Sign Guide.	1	$580.00	$580.00	$40.60
14	**19 Parking Structure Directional** 15" X 72" X 1.5" Suspended Double Custom Fabricated Non Illuminated Sign cabinets as Specified in the 2012 VA Sign Guide.	1	$580.00	$580.00	$40.60
15	**20 Parking Structure Directional** 15" X 72" X 1.5" Suspended Double Custom Fabricated Non Illuminated Sign cabinets as Specified in the 2012 VA Sign Guide.	1	$580.00	$580.00	$40.60
16	**21 Parking Structure Directional** 15" X 120" Custom Fabricated Non Illuminated Sign Cabinet. Change Order due sign specifications by the 2012 VA Sign Guide.	1	$644.00	$644.00	$45.08
17	**22 Parking Structure Directional** 15" X 72" X 1.5" Custom Fabricated Non Illuminated Double Sided Notched Sign Cabinet as Specified in the 2012 VA Sign Guide.	1	$732.00	$732.00	$51.24
18	**23 Parking Structure Directional** 15" X 72" X 1.5" Custom Fabricated Non Illuminated Double Sided Notched Sign Cabinet as Specified in the 2012 VA Sign Guide.	1	$732.00	$732.00	$51.24
19	**24 Parking Structure Directional** 15" X 72" X 1.5" Custom Fabricated Non Illuminated Double Sided Notched Sign Cabinet as Specified in the 2012 VA Sign Guide.	1	$732.00	$732.00	$51.24
20	**25 Parking Structure Directional** 15" X 72" X 1.5" Custom Fabricated Non Illuminated Double Sided Notched Sign Cabinet as Specified in the 2012 VA Sign Guide.	1	$732.00	$732.00	$51.24

#	Item	Qty	Unit Price	Total	Tax
21	26 Parking Structure Directional 15" X 120" Custom Fabricated Non Illuminated Sign Cabinet Change Order due sign specifications by the 2012 VA Sign Guide.	2	$644.00	$1,288.00	$90.16
22	27 Parking Structure Directional 15" X 72" X 1.5" Custom Fabricated Non Illuminated Sign Cabinet Change Order due sign specifications by the 2012 VA Sign Guide.	1	$582.00	$582.00	$40.74
23	28 Parking Structure Directional 15" X 72" X 1.5" Custom Fabricated Non Illuminated Sign Cabinet Change Order due sign specifications by the 2012 VA Sign Guide.	1	$582.00	$582.00	$40.74
24	29 Parking Structure Directional 15" X 72" X 1.5" Custom Fabricated Non Illuminated Double Sided Notched Sign Cabinet as Specified in the 2012 VA Sign Guide.	1	$732.00	$732.00	$51.24
25	30 Parking Structure Directional 15" X 72" X 1.5" Custom Fabricated Non Illuminated Double Sided Notched Sign Cabinet as Specified in the 2012 VA Sign Guide.	1	$732.00	$732.00	$51.24
26	31 Parking Structure Directional 15" X 72" X 1.5" Custom Fabricated Non Illuminated Double Sided Notched Sign Cabinet as Specified in the 2012 VA Sign Guide.	1	$732.00	$732.00	$51.24
27	34 Parking Structure Directional 15" X 72" X 1.5" Custom Fabricated Non Illuminated Double Sided Notched Sign Cabinet as Specified in the 2012 VA Sign Guide.	1	$732.00	$732.00	$51.24
28	35 Parking Structure Directional 15" X 72" X 1.5" Custom Fabricated Non Illuminated Double Sided Notched Sign Cabinet as Specified in the 2012 VA Sign Guide.	1	$732.00	$732.00	$51.24
29	36 Parking Structure Directional 15" X 120" Custom Fabricated Non Illuminated Sign Cabinet Change Order due sign specifications by the 2012 VA Sign Guide.	1	$644.00	$644.00	$45.08
30	37 Parking Structure Directional 15" X 120" Custom Fabricated Non Illuminated Sign Cabinet Change Order due sign specifications by the 2012 VA Sign Guide.	2	$644.00	$1,288.00	$90.16
31	38 Parking Structure Directional 15" X 120" Custom Fabricated Non Illuminated Sign Cabinet Change Order due sign specifications by the 2012 VA Sign Guide.	1	$644.00	$644.00	$45.08
32	39 Parking Structure Directional 15" X 72" X 1.5" Custom Fabricated Non Illuminated Double Sided Notched Sign Cabinet as Specified in the 2012 VA Sign Guide.	1	$732.00	$732.00	$51.24
33	40 Parking Structure Directional 15" X 72" X 1.5" Custom Fabricated Non Illuminated Double Sided Notched Sign Cabinet as Specified in the 2012 VA Sign Guide.	1	$732.00	$732.00	$51.24
34	41 Parking Structure Directional 15" X 72" X 1.5" Custom Fabricated Non Illuminated Double Sided Notched Sign Cabinet as Specified in the 2012 VA Sign Guide.	1	$732.00	$732.00	$51.24
35	43 Fire Extinguisher Location 9" X 9" X .080" Double Sided Sign w/ 3M Digital Print with Mounting Bracket as Specified in the 2012 VA Signage Guide.	22	$28.00	$616.00	$43.12
36	Non-Electric Sign Install Equipment & Labor to: Install Additional Signage Not Included in Original Sing Package.	1	$2,089.00	$2,089.00	$0.00

Total

Sub Total	Total Tax (Tax Percentage)	Taxable Amount	Non-Taxable Amount	Final Price	Paid	Net Due
$43,188.50	$2,571.59(7.0%)	$36,737.00	$6,451.50	$45,760.09	$0.00	$45,760.09

Terms And Conditions
INVOICE DOES NOT INCLUDE THE FOLLOWING:
A. Removal of other signs or screed footers (unless listed as a separate line item)
B. Permit costs
C. Permitting/engineering fees unless listed above
D. Service work on any signage commercial other than what is contained within this quote to include (but not limited to) running of electrical wire, circuits, & / or replacement of lamps, ballasts & sockets
E. Waivers of subrogation costs if required.
F. Costs associated with unlevel grade.
G. Any overtime hours required to meet the customer's accelerated completion schedule post signing date may result in additional charges.
PRICING ASSUMES:
A. Free and clear access to property and back side of walls (w/ channel letters) during normal business hours.
B. Sprinkler and internal utility lines are marked by customer unless contracted by Signarama-Orangeburg.
C. Level grade.

SIGN-A-RAMA WARRANTY: Its the best in the industry. Sign-A-Rama Orangeburg warranties material (excluding lighting which is covered by the manufacturer) & labor for (3) years. The warranty does not cover acts of vandalism, storm damage, wind damage, fire or any other circumstances beyond Signarama's control.
Sign and Design remain the property of Signarama until project is paid in full. This invoice is for the above items only. Any changes or deletions by the customer not charged for herein will be billed separately.

MINIMUM TERMS FOR ALL ORDERS:
All Orders Under $500: Must Be Paid in Full at Time of Order
All Orders Above $500: 50% Deposit Due at Time of Order - Balance Due Upon Completion
All Orders Over $2500: 2% Discount if Paid in Full at Time of Order

for Restoration Specialists

Net Due :	$45,760.09	Signature		Date	

AIA® Document G701™ – 2001

Change Order

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

CHANGE ORDER NUMBER: 002
DATE: September 3, 2015

OWNER: ☐
ARCHITECT: ☐
CONTRACTOR: ☐
FIELD: ☐
OTHER: ☒

TO SUBCONTRACTOR *(Name and address)*:
Sign-A-Rama
607 Broughton Street
Orangeburg, SC 29115
(803) 534-7575

ARCHITECT'S CONTRACTOR'S PROJECT NUMBER:
1401-101400-016
SUBCONTRACT DATE: September 17, 2014
SUBCONTRACT FOR: Signage

THE SUBCONTRACT IS CHANGED AS FOLLOWS:
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)
This change order is for the following:
Additional signage per attached quote #1187 from Signarama Dated 9/2/15

The original Subcontract Sum was	$	80,988.00
The net change by previously authorized Change Orders	$	45,760.09
The Subcontract Sum prior to this Change Order was	$	126,748.09
The Subcontract Sum will be increased by this Change Order in the amount of	$	3,628.98
The new Subcontract Sum including this Change Order will be	$	130,377.07

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)*
SIGN-A-RAMA	RESTORATION SPECIALISTS, LLC	
607 Broughton Street Orangeburg, SC 29115	1042-A East Montague Ave Charleston, SC 29405	
ADDRESS	ADDRESS	ADDRESS
BY *(Signature)*	BY *(Signature)*	BY *(Signature)*
(Typed name)	Dennis Schumm - Executive Director *(Typed name)*	*(Typed name)*
DATE	DATE 9/3/15	DATE

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User Notes: (1362449488)

CO #2

Signarama of Orangeburg
607 Broughton St.
Orangeburg SC 29115
United States
Phone: 803-534-7575
info@signarama-orangeburg.com
http://www.signarama-orangeburg.com

Signarama
The way to grow your business.

Quote 1187 - Change Order (2) VAMC Parking Garage 950 15th Street Augusta, GA 30901

Expiration Date : 10/02/2015

Quote for	Contact	Shipping/Install
Restoration Specialists 1020-B East Montague Ave. North Charleston SC 29405 United States	Dennis Schumm Phone : (843) 277-2059 Mobile : (843) 200-2167 Fax : (843) 789-3135 Email: dennis@restspec.com Address : 1020-B East Montague Ave. North Charleston SC 29405 United States	

Quote #	Quote Date	Sales Rep	Payment Terms	PO	PO Date
1187	09/02/2015	Charles Scholwinski charles@signarama-orangeburg.com	DUE ON RECEIPT		

Items

#	Item	Qty	Unit Price	Total	Tax
1	Mark 13 & Mark 14 Sign Faces Handi-Cap Parking Sign Faces 18" X 12" .080 Aluminum S/S Sign Faces with Center Justified Handi-Cap Parking Sign Faces Color: SW-6927	54	$41.00	$2,214.00	$154.98
2	Non-Electric Sign Install - 2 man Equipment & Labor to: 1. Remove (54) Existing Handi-Cap Parking Signs from Wall and/or Sign Post. 2. Install (54) New Handi-Cap Parking Signs on Wall and/or Sign Post.	1	$1,260.00	$1,260.00	$0.00

Total

Sub Total	Total Tax (Tax Percentage)	Taxable Amount	Non-Taxable Amount	Final Price
$3,474.00	$154.98(7.0%)	$2,214.00	$1,260.00	$3,628.98

Downpayment (50.0 %) $1,814.49

Terms And Conditions
SIGNARAMA PRICE GUARANTEE: It's simple, Signarama-Orangeburg guarantees you're getting the best price for your signage and awnings. The Signarama Price Guarantee covers exact product matches & must be "Apples to Apples". If another retail sign and awning company has an "Apples to Apples" sign product for a less expensive price, we will match that price & give you back 20% of the difference to go towards installation. We require a copy of your formal estimate from the sign company with product specifications.

SIGNARAMA WARRANTY: It's the best in the industry. Sign-A-Rama Chattanooga warrants material (excluding lighting which is covered by the manufacturer) & labor for (3) years. This warranty does not cover acts of vandalism, storm damage, wind damage, fire or any other circumstances beyond Signarama's control.
Sign and Design remain the property of Signarama until project is paid in full. This invoice is for the above items only. Any changes or deletions by the customer not charged for herein will be billed separately.

MINIMUM TERMS FOR ALL ORDERS:
All Orders Under $500: Must Be Paid In Full at Time of Order.
All Orders Above $500: 50% Deposit Due at Time of Order - Balance Due Upon Completion.
All Orders Over $2500: 2% Discount If Paid In Full at Time of Order.

for Restoration Specialists

Signature Date

We agree to your terms and conditions. Please proceed with the order.

AIA® Document 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: 005
DATE: October 1, 2015

OWNER: ☐
ARCHITECT: ☐
CONTRACTOR: ☐
FIELD: ☐
OTHER: ☒

TO SUBCONTRACTOR *(Name and address)*:
Sign-A-Rama
607 Broughton Street
Orangeburg, SC 29115
(803) 534-7575

ARCHITECT'S CONTRACTOR'S PROJECT NUMBER:
1401-101400-016
SUBCONTRACT DATE: September 17, 2014
SUBCONTRACT FOR: Signage

THE SUBCONTRACT IS CHANGED AS FOLLOWS:
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)
This change order is for the following:
Primary and secondary signs as per the attached Quote #1284 Dated 9/24/15 from Signarama.

The original Subcontract Sum was	$	80,988.00
The net change by previously authorized Change Orders	$	49,389.07
The Subcontract Sum prior to this Change Order was	$	130,377.07
The Subcontract Sum will be increased by this Change Order in the amount of	$	7,187.25
The new Subcontract Sum including this Change Order will be	$	137,564.32

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

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

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

SIGN-A-RAMA	RESTORATION SPECIALISTS, LLC	
~~ARCHITECT~~ SUBCONTRACTOR *(Firm name)*	CONTRACTOR *(Firm name)*	~~OWNER (Firm name)~~
607 Broughton Street Orangeburg, SC 29115 ADDRESS	1042-A East Montague Ave. Charleston, SC 29405 ADDRESS	ADDRESS
BY *(Signature)*	BY *(Signature)*	~~BY (Signature)~~
(Typed name)	Dennis Schumm - Executive Director *(Typed name)*	~~(Typed name)~~
DATE	10/1/2015 DATE	~~DATE~~

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User Notes: (1936482867)

#3

Signarama of Orangeburg
807 Broughton St.
Orangeburg SC 29115
United States
Phone: 803-534-7575
info@signarama-orangeburg.com
http://www.signarama-orangeburg.com

Signarama
The way to grow your business.

Quote 1284 - Change Order (3) VAMC Parking Garage 950 15th Street Augusta, GA 30901

Expiration Date : 10/24/2015

Quote for	Contact	Shipping/Install
Restoration Specialists 1020-B East Montague Ave. North Charleston SC 29405 United States	**Dennis Schumm** Phone : (843) 277-2059 Mobile : (843) 200-2167 Fax : (843) 789-3135 Email : dennis@restspec.com Address : 1020-B East Montague Ave. North Charleston SC 29405 United States	

Quote #	Quote Date	Sales Rep	Payment Terms	PO	PO Date
1284	09/24/2015		DUE ON RECEIPT		

Items

#	Item	Qty	Unit Price	Total	Tax
1	**Main ID Monument Sign** est. 99" X 48" X 12" OAD Custom Fabricated Non-Illuminated Sign Cabinet with (4) Separate Panels, Each with a 2" Reveal. 1. 43.5 X 48" X 12" OAD Copy: Spinal Cord Injury Unit 2. 16" X 48" X 12" OAD Copy: Accessible Parking-Only 3. 16" X 48" X 12" OAD Copy: Service Entrance 4. 14.5" X 48" X 12" OAD NO COPY	1	$3,786.00	$3,786.00	$265.02
2	**Post & Panel Wayfinding Sign** 43.5" X 56" X 3.25" OAD D/F Custom Fabricated Non Illuminated Post & Panel Sign with "D" Shaped Post	1	$1,389.00	$1,389.00	$97.23
3	**Non-Electric Sign Install 2 man** Equipment & Labor to: 1. Dig Footers for (4) Sign Post 2. Pour Concrete to Set Post & Footers 3. Install Post & Panel Sign 4. Install Monument Sign	1	$1,650.00	$1,650.00	$0.00

#	Item	Qty	Unit Price	Total	Tax
4	DISCLAIMER:Detailed Disclaimer Single Sided: DETAILED DISCLAIMER QUOTE DOES NOT INCLUDE THE FOLLOWING: A. Removal of other signs or spread footers (unless listed as a separate line item) B. Permit costs C. Permitting/engineering fees unless listed above D. Service work on any signage component other than what is contained within this quote to include (but not limited to) running of electrical wire, circuits, replacement of lamps, ballasts, sockets, or any other public utility. E. Waivers of subrogation costs if required. F. Costs associated with unlevel grade. G. Any overtime hours required to meet the customer's accelerated completion schedule post signing date may result in additional charges. PRICING ASSUMES: A. Free and clear access to property and back side of walls (for channel letters) during normal business hours. B. Sprinkler and internal utility lines are marked by customer unless contracted by Sign-A-Rama. C. Level grade.	1	$0.00	$0.00	$0.00

Total

Sub Total	Total Tax (Tax Percentage)	Taxable Amount	Non-Taxable Amount	Final Price
$6,825.00	$362.25(7.0%)	$5,175.00	$1,650.00	$7,187.25

Downpayment (50.0 %) $3,593.63

Terms And Conditions:
SIGNARAMA PRICE GUARANTEE: It's simple. Signarama Orangeburg guarantees you're getting the best price for your signage and awnings. The Signarama Price Guarantee covers exact product matches & must be "Apples to Apples". If another retail sign and awning company has an "Apples to Apples" sign product for a less expensive price, we will match that price & give you back 20% of the difference to go towards installation. We require a copy of your formal estimate from the sign company with product specifications.

SIGNARAMA WARRANTY: It's the best in the industry. Sign-A-Rama Orangeburg warranties material (excluding lighting which is covered by the manufacturer) & labor for (3) years. The warranty does not cover acts of vandalism, storm damage, wind damage, fire or any other circumstances beyond Signarama's control.
Sign and Design remain the property of Signarama until project is paid in full. This invoice is for the above items only. Any changes or additions by the customer not charged for hereon will be billed separately.

MINIMUM TERMS FOR ALL ORDERS:
-All Orders Under $500: Must Be Paid In Full at Time of Order
-All Orders Above $500: 50% Deposit Due at Time of Order - Balance Due Upon Completion
-All Orders Over $2500: 2% Discount If Paid In Full at Time of Order

for **Restoration Specialists**

Signature **Date**

We agree to your terms and conditions. Please proceed with the order.

CO#1

Signarama of Orangeburg
607 Broughton St.
Orangeburg SC 29115
United States
Phone: 803-534-7575
info@signarama-orangeburg.com
http://www.signarama-orangeburg.com

Signarama
The way to grow your business.

Sold To	Contact	Shipping/Install
Dennis Schumm **Restoration Specialists** 1020-B East Montague Ave. North Charleston SC 29405 United States	**Dennis Schumm** Phone : (843) 277-2059 Mobile : (843) 200-2167 Fax : (843) 789-3135 Email : dennis@restspec.com Address : 1020-B East Montague Ave. North Charleston SC 29405 United States	

Invoice # 1628 - Change Order VAMC Parking Garage 950 15th Street Augusta, GA 30901	**Invoice Date 10/08/2015**

Quote #	Quote Date	Sales Rep	Payment Terms	PO	PO Date
	07/20/2015	**Charles Scholwinski** charles@signarama-orangeburg.com	DUE ON RECEIPT		

Items

#	Item	Qty	Unit Price	Total	Tax
1	**Consulting - Planning & Design Services** Additional Planning & Design due to proper design specifications were not disclosed to Signarama Orangeburg at the beginning of this project. Sigarama Orangeburg had to identify and locate current VA Sign Guidelines. Signaarama then had to coordinate signage plans to meet the previous 2005 VA Sign Guideline that the building was designed by and the now current 2012 VA Sign Guidelines. These three standards have been combined to meet the VA's approval, the architects approval and Restoration Specialists approval.	1	$4,362.50	$4,362.50	$0.00
2	**02 Stop Sign** 24" Octagon .080" Aluminum EGP Single Sided Stop Sign Mounted on a 3" X 3" X 12' Aluminum Post Painted White Change Order due to New Item not originally quoted. Installation Method TBD	11	$318.00	$3,498.00	$244.86
3	**03 Do Not Enter Sign** 30" X 30" Single Sided .080" Aluminum Sign Copy "DO NOT ENTER" with 3' X 3" X 12' Aluminum Post Painted White Change Order due to New Item not originally quoted. Installation Method TBD	8	$342.00	$2,736.00	$191.52
4	**06 Exit** 10" X 25" X 3/8" Routed Aluminum Letters This is a price difference changing from injected molded letters to routed aluminum letters as specified by the 2012 VA Sign Guide.	3	$170.00	$510.00	$35.70
5	**07 Entrance** 10" X 5' X 3/8" Routed Aluminum Letters This is a price change due to changing from injected molded letters to routed aluminum letters as specified by the 2012 VA Sign Guide.	3	$360.00	$1,080.00	$75.60

#	Item	Qty	Unit Price	Total	Tax
6	**09 SCI / D (VAN) Post Mounted** 21" X 12" X .080" Aluminum Sign w/ 3M High Performance Graphics & 3' X 3" X 8' Aluminum Post Painted as specified by the 2012 VA Sign Guide.	18	$104.00	$1,872.00	$131.04
7	**10 SCI / D (VAN) Wall Mounted** 21" X 12" .080" Aluminum Sign w/ 3M High Performance Graphics. Van Accessible. Change Order due to sign size changing to 21" X 12" as specified by the 2012 VA Sign Guide.	5	$21.00	$105.00	$7.35
8	**11 SCI / D Post Mounted** 18" X 12" X .080" Aluminum Sign w/3M High Performance Graphics & 3" X 3" X 8" Painted Aluminum Post Change Order due to post size changing to 3" X 3" Painted Aluminum as specified by the 2012 VA Sign Guide.	31	$104.00	$3,224.00	$225.68
9	**13 HC Parking Post Mounted** 18" X 12" X .080" Aluminum Sign w/3M High Performance Graphics & 3" X 3" X 8" Painted Aluminum Post Change Order due to post size changing to 3" X 3" Painted Aluminum as specified by the 2012 VA Sign Guide.	36	$104.00	$3,744.00	$262.08
10	**15 Parking Structure Directional** 15" X 120" Custom Fabricated Non Illuminated Sign Cabinet Change Order due sign specifications by the 2012 VA Sign Guide.	1	$644.00	$644.00	$45.08
11	**16 Parking Structure Directional** 15" X 120" Custom Fabricated Non Illuminated Sign Cabinet Change Order due sign specifications by the 2012 VA Sign Guide.	3	$644.00	$1,932.00	$135.24
12	**17 Parking Structure Directional** 15" X 72" X 1.5" Suspended Double Custom Fabricated Non Illuminated Sign cabineta as Specified in the 2012 VA Sign Guide	1	$580.00	$580.00	$40.60
13	**18 Parking Structure Directional** 15" X 72" X 1.5" Suspended Double Custom Fabricated Non Illuminated Sign cabineta as Specified in the 2012 VA Sign Guide	1	$580.00	$580.00	$40.60
14	**19 Parking Structure Directional** 15" X 72" X 1.5" Suspended Double Custom Fabricated Non Illuminated Sign cabineta as Specified in the 2012 VA Sign Guide	1	$580.00	$580.00	$40.60
15	**20 Parking Structure Directional** 15" X 72" X 1.5" Suspended Double Custom Fabricated Non Illuminated Sign cabineta as Specified in the 2012 VA Sign Guide	1	$580.00	$580.00	$40.60
16	**21 Parking Structure Directional** 15" X 120" Custom Fabricated Non Illuminated Sign Cabinet Change Order due sign specifications by the 2012 VA Sign Guide.	1	$644.00	$644.00	$45.08
17	**22 Parking Structure Directional** 15" X 72" X 1.5" Custom Fabricated Non Illuminated Double Sided Notched Sign Cabinet as Specified in the 2012 VA Sign Guide.	1	$732.00	$732.00	$51.24
18	**23 Parking Structure Directional** 15" X 72" X 1.5" Custom Fabricated Non Illuminated Double Sided Notched Sign Cabinet as Specified in the 2012 VA Sign Guide.	1	$732.00	$732.00	$51.24
19	**24 Parking Structure Directional** 15" X 72" X 1.5" Custom Fabricated Non Illuminated Double Sided Notched Sign Cabinet as Specified in the 2012 VA Sign Guide.	1	$732.00	$732.00	$51.24
20	**25 Parking Structure Directional** 15" X 72" X 1.5" Custom Fabricated Non Illuminated Double Sided Notched Sign Cabinet as Specified in the 2012 VA Sign Guide.	1	$732.00	$732.00	$51.24

#	Item	Qty	Unit Price	Total	Tax
21	**26 Parking Structure Directional** 15" X 120" Custom Fabricated Non Illuminated Sign Cabinet Change Order due sign specifications by the 2012 VA Sign Guide.	2	$644.00	$1,288.00	$90.16
22	**27 Parking Structure Directional** 15" X 72" X 1.5" Custom Fabricated Non Illuminated Sign Cabinet Change Order due sign specifications by the 2012 VA Sign Guide.	1	$582.00	$582.00	$40.74
23	**28 Parking Structure Directional** 15" X 72" X 1.5" Custom Fabricated Non Illuminated Sign Cabinet Change Order due sign specifications by the 2012 VA Sign Guide.	1	$582.00	$582.00	$40.74
24	**29 Parking Structure Directional** 15" X 72" X 1.5" Custom Fabricated Non Illuminated Double Sided Notched Sign Cabinet as Specified in the 2012 VA Sign Guide.	1	$732.00	$732.00	$51.24
25	**30 Parking Structure Directional** 15" X 72" X 1.5" Custom Fabricated Non Illuminated Double Sided Notched Sign Cabinet as Specified in the 2012 VA Sign Guide.	1	$732.00	$732.00	$51.24
26	**31 Parking Structure Directional** 15" X 72" X 1.5" Custom Fabricated Non Illuminated Double Sided Notched Sign Cabinet as Specified in the 2012 VA Sign Guide.	1	$732.00	$732.00	$51.24
27	**34 Parking Structure Directional** 15" X 72" X 1.5" Custom Fabricated Non Illuminated Double Sided Notched Sign Cabinet as Specified in the 2012 VA Sign Guide.	1	$732.00	$732.00	$51.24
28	**35 Parking Structure Directional** 15" X 72" X 1.5" Custom Fabricated Non Illuminated Double Sided Notched Sign Cabinet as Specified in the 2012 VA Sign Guide.	1	$732.00	$732.00	$51.24
29	**36 Parking Structure Directional** 15" X 120" Custom Fabricated Non Illuminated Sign Cabinet Change Order due sign specifications by the 2012 VA Sign Guide.	1	$644.00	$644.00	$45.08
30	**37 Parking Structure Directional** 15" X 120" Custom Fabricated Non Illuminated Sign Cabinet Change Order due sign specifications by the 2012 VA Sign Guide.	2	$644.00	$1,288.00	$90.16
31	**38 Parking Structure Directional** 15" X 120" Custom Fabricated Non Illuminated Sign Cabinet Change Order due sign specifications by the 2012 VA Sign Guide.	1	$644.00	$644.00	$45.08
32	**39 Parking Structure Directional** 15" X 72" X 1.5" Custom Fabricated Non Illuminated Double Sided Notched Sign Cabinet as Specified in the 2012 VA Sign Guide.	1	$732.00	$732.00	$51.24
33	**40 Parking Structure Directional** 15" X 72" X 1.5" Custom Fabricated Non Illuminated Double Sided Notched Sign Cabinet as Specified in the 2012 VA Sign Guide.	1	$732.00	$732.00	$51.24
34	**41 Parking Structure Directional** 15" X 72" X 1.5" Custom Fabricated Non Illuminated Double Sided Notched Sign Cabinet as Specified in the 2012 VA Sign Guide.	1	$732.00	$732.00	$51.24
35	**43 Fire Extinguisher Location** 9" X 9" X .080" Double Sided Sign w/ 3M Digital Print with Mounting Bracket as Specified in the 2012 VA Signage Guide	22	$28.00	$616.00	$43.12
36	**Non-Electric Sign Install** Equipment & Labor to: Install Additional Signage Not Included in Original Sing Package	1	$2,089.00	$2,089.00	$0.00

Total

Sub Total	Total Tax (Tax Percentage)	Taxable Amount	Non-Taxable Amount	Final Price	Credits	Paid	Net Due
$43,188.50	$2,571.59(7.0%)	$36,737.00	$6,451.50	$45,760.09	$0.00	$0.00	$45,760.09

Terms And Conditions
INVOICE DOES NOT INCLUDE THE FOLLOWING:
A. Removal of other signs or spread footers (unless listed as a separate line item)
B. Permit costs
C. Permitting/engineering fees unless listed above
D. Service work on any signage component other than what is contained within this quote to include (but not limited to) running of electrical wire, circuits, & / or replacement of lamps, ballasts & sockets.
E. Waivers of subrogation costs if required.
F. Costs associated with unlevel grade.
G. Any overtime hours required to meet the customer's accelerated completion schedule post signing date may result in additional charges.
PRICING ASSUMES:
A. Free and clear access to property and back side of walls (for channel letters) during normal business hours.
B. Sprinkler and internal utility lines are marked by customer unless contracted by Signarama-Orangeburg.
C. Level grade.

SIGN-A-RAMA WARRANTY: It's the best in the industry. Sign-A-Rama Orangeburg warranties material (excluding lighting which is covered by the manufacturer) & labor for (3) years. The warranty does not cover acts of vandalism, storm damage, wind damage, fire or any other circumstances beyond Signarama's control.
Sign and Design remain the property of Signarama until project is paid in full. This invoice is for the above items only. Any changes or deletions by the customer not charged for herein will be billed separately.

MINIMUM TERMS FOR ALL ORDERS:
-All Orders Under $500:Must Be Paid In Full at Time of Order
-All Orders Above $500: 50% Deposit Due at Time of Order - Balance Due Upon Completion
-All Orders Over $2500: 2% Discount if Paid in Full at Time of Order

for **Restoration Specialists**

Net Due :	$45,760.09	Signature		Date	

Signarama of Orangeburg
607 Broughton St.
Orangeburg SC 29115
United States
Phone: 803-534-7575
info@signarama-orangeburg.com
http://www.signarama-orangeburg.com

Signarama
The way to grow your business.

Sold To	Contact	Shipping/Install
Dennis Schumm **Restoration Specialists** 1020-B East Montague Ave. North Charleston SC 29405 United States	**Dennis Schumm** Phone : (843) 277-2059 Mobile : (843) 200-2167 Fax : (843) 789-3135 Email : dennis@restspec.com Address : 1020-B East Montague Ave. North Charleston SC 29405 United States	

Invoice # 1048 - VAMC Parking Garage 950 15th Street, Augusta, GA 30901	**Invoice Date 10/08/2015**

Quote #	Quote Date	Sales Rep	Payment Terms	PO	PO Date
	02/16/2015	**Charles Scholwinski** charles@signarama-orangeburg.com	DUE ON RECEIPT		

Items

#	Item	Qty	Unit Price	Total	Tax
1	**Consulting Fee** Planning & Design Services	1	$1,750.00	$1,750.00	$0.00
2	**01 Ext. Building Sign** 36"x 48"x 2" Non-Illuminated Fabricated / Welded S/S .125 Aluminum Pan Sign Face w/ (2) 2"x2" Aluminum Posts w/ Installation Method TBD (Plate or Direct Burial) AS-651 Mark 1	2	$1,398.00	$2,796.00	$195.72
3	**05 Spinal Rehab. Parking Entrance** S/S .080 Aluminum Sign w/ 3M High Performance Graphics AS-651 Mark 5	1	$294.00	$294.00	$20.58
4	**06 Exit** 10" Injected Molded Dimensional Letters AS_651 Mark 6 Qty (2) AS-653 Mark 6 Qty (1)	3	$148.00	$444.00	$31.08
5	**07 Entrance** 10" Injected Molded Dimensional Letters AS-651 Mark 7 Qty (2) AS-653 Mark 7 Qty (1)	3	$266.00	$798.00	$55.86
6	**08 Clearance Height Identification** Painted PVC Tube w/ High Performance Graphics AS 651 Mark 8 Qty (3)	3	$216.00	$648.00	$45.36
7	**09 SCI / D (VAN) Post Mounted** .080 Aluminum Sign w/ 3M High Performance Graphics & 2"x2" Galvanized Post w/ OAH Above Grade To Be 6'. Van Accessible Panel Included w/ Size TBD. Installation Method TBD (Plate or Direct Burial) AS-652 Mark 9 Qty (18)	18	$168.00	$3,024.00	$211.68

#	Item	Qty	Unit Price	Total	Tax
8	**10 SCI / D (VAN) Wall Mounted** .080 Aluminum Sign w/ 3M High Performance Graphics.Van Accessible Panel Included w/ Size TBD. AS-652 Mark 10 Qty (5)	5	$58.00	$290.00	$20.30
9	**11 SCI / D Post Mounted** .080 Aluminum Sign w/ 3M High Performance Graphics & 2"x2" Galvanized Post w/ OAH Above Grade To Be 6'. Installation Method TBD (Plate or Direct Burial) AS-652 Mark 11 Qty (31)	31	$154.00	$4,774.00	$334.18
10	**12 SCI / D Wall Mounted** .080 Aluminum Sign w/ 3M High Performance Graphics. AS-652 Mark 12 Qty (6)	6	$41.00	$246.00	$17.22
11	**13 HC Parking Post Mounted** .080 Aluminum Sign w/ 3M High Performance Graphics & 2"x2" Galvanized Post w/ OAH Above Grade To Be 6'. Installation Method TBD (Plate or Direct Burial) AS-652 Mark 13 Qty (36)	36	$154.00	$5,544.00	$388.08
12	**14 HC Parking Wall Mounted** .080 Aluminum Sign w/ 3M High Performance Graphics. AS-652 Mark 14 Qty (18)	18	$41.00	$738.00	$51.66
13	**15 Parking Structure Directional** S/S .080 Aluminum Sign w/ 3M High Performance Graphics. AS-653 Mark 15 Qty (1)	1	$342.00	$342.00	$23.94
14	**16 Parking Structure Directional** S/S .080 Aluminum Sign w/ 3M High Performance Graphics AS-653 Mark 16 Qty (2) AS-654 Mark 16 Qty (1)	3	$342.00	$1,026.00	$71.82
15	**17 Parking Structure Directional** S/S .080 Aluminum Sign w/ 3M High Performance Graphics -- Mounted To 2"x2" Aluminum Tubes w/ Base Plates for Ceiling Mounting. AS-653 Mark 17 Qty (1)	1	$516.00	$516.00	$36.12
16	**18 Parking Structure Directional** S/S .080 Aluminum Sign w/ 3M High Performance Graphics -- Mounted To 2"x 2" Aluminum Tubes w/ Base Plates for Ceiling Mounting. AS-653 Mark 18 Qty (1)	1	$516.00	$516.00	$36.12
17	**19 Parking Structure Directional** S/S .080 Aluminum Sign w/ 3M High Performance Graphics -- Mounted To 2"x2" Aluminum Tubes w/ Base Plates for Ceiling Mounting. AS-653 Mark 19 Qty (1)	1	$516.00	$516.00	$36.12
18	**20 Parking Structure Directional** S/S .080 Aluminum Sign w/ 3M High Performance Graphics -- Mounted To 2"x2" Aluminum Tubes w/ Base Plates for Ceiling Mounting. AS-653 Mark 20 Qty (1)	1	$516.00	$516.00	$36.12
19	**21 Parking Structure Directional** S/S .080 Aluminum Sign w/ 3M High Performance Graphics. AS-653 Mark 21 Qty (1)	1	$342.00	$342.00	$23.94
20	**22 Parking Structure Directional** S/S .080 Aluminum Sign w/ 3M High Performance Graphics -- Mounted To 2"x2" Aluminum Tubes w/ Base Plates for Ceiling Mounting. AS-653 Mark 22 Qty (1)	1	$516.00	$516.00	$36.12
21	**23 Parking Structure Directional** S/S .080 Aluminum Sign w/ 3M High Performance Graphics -- Mounted To 2"x 2" Aluminum Tubes w/ Base Plates for Ceiling Mounting. AS-653 Mark 23 (1)	1	$516.00	$516.00	$36.12

#	Item	Qty	Unit Price	Total	Tax
22	**24 Parking Structure Directional** S/S .080 Aluminum Sign w/ 3M High Performance Graphics -- Mounted To 2"x2" Aluminum Tubes w/ Base Plates for Ceiling Mounting. AS-653 Mark 24 Qty (1)	1	$516.00	$516.00	$36.12
23	**25 Parking Structure Directional** S/S .080 Aluminum Sign w/ 3M High Performance Graphics -- Mounted To 2"x 2" Aluminum Tubes w/ Base Plates for Ceiling Mounting. AS-653 Mark 25 Qty (1)	1	$516.00	$516.00	$36.12
24	**26 Parking Structure Directional** S/S .080 Aluminum Sign w/ 3M High Performance Graphics -- Beam Mounted. AS-653 Mark 26 Qty (1) AS-654 Mark 26 Qty (1)	2	$582.00	$1,164.00	$81.48
25	**27 Parking Structure Directional** S/S .080 Aluminum Sign w/ 3M High Performance Graphics -- Beam Mounted. AS-653 Mark 27 Qty (1)	1	$208.00	$208.00	$14.56
26	**28 Parking Structure Directional** S/S .080 Aluminum Sign w/ 3M High Performance Graphics -- Beam Mounted. AS-653 Mark 28 Qty (1)	1	$208.00	$208.00	$14.56
27	**29 Parking Structure Directional** S/S .080 Aluminum Sign w/ 3M High Performance Graphics -- Mounted To 2"x 2" Aluminum Tubes w/ Base Plates for Ceiling Mounting. AS-654 Mark 29 Qty (1)	1	$552.00	$552.00	$38.64
28	**30 Parking Structure Directional** S/S .080 Aluminum Sign w/ 3M High Performance Graphics -- Mounted To 2"x2" Aluminum Tubes w/ Base Plates for Ceiling Mounting. AS-654 Mark 30 Qty (1)	1	$552.00	$552.00	$38.64
29	**31 Parking Structure Directional** S/S .080 Aluminum Sign w/ 3M High Performance Graphics -- Mounted To 2"x2" Aluminum Tubes w/ Base Plates for Ceiling Mounting. AS-654 Mark 31 Qty (1)	1	$552.00	$552.00	$38.64
30	**32 Parking Structure Directiona** S/S .080 Aluminum Sign w/ 3M High Performance Graphics -- Mounted To 2"x2" Aluminum Tubes w/ Base Plates for Ceiling Mounting. AS-654 Mark 32 Qty (2)	2	$552.00	$1,104.00	$77.28
31	**33 Parking Structure Directional** S/S .080 Aluminum Sign w/ 3M High Performance Graphics -- Mounted To 2"x2" Aluminum Tubes w/ Base Plates for Ceiling Mounting. AS-654 Mark 33 Qty (2)	2	$552.00	$1,104.00	$77.28
32	**34 Parking Structure Directional** S/S .080 Aluminum Sign w/ 3M High Performance Graphics -- Mounted To 2"x2" Aluminum Tubes w/ Base Plates for Ceiling Mounting. AS-654 Mark 34 Qty (1)	1	$552.00	$552.00	$38.64
33	**35 Parking Structure Directional** S/S .080 Aluminum Sign w/ 3M High Performance Graphics -- Mounted To 2"x2" Aluminum Tubes w/ Base Plates for Ceiling Mounting. AS-654 Mark 35 Qty (1)	1	$552.00	$552.00	$38.64
34	**36 Parking Structure Directional** S/S .080 Aluminum Sign w/ 3M High Performance Graphics. AS-654 Mark 36 Qty (1)	1	$342.00	$342.00	$23.94
35	**37 Parking Structure Directional** S/S .080 Aluminum Sign w/ 3M High Performance Graphics. AS-654 Mark 37 Qty (2)	2	$342.00	$684.00	$47.88

#	Item	Qty	Unit Price	Total	Tax
36	**38 Parking Structure Directional** S/S .080 Aluminum Sign w/ 3M High Performance Graphics. AS-654 Mark 38 Qty (1)	1	$342.00	$342.00	$23.94
37	**39 Parking Structure Directional** S/S .080 Aluminum Sign w/ 3M High Performance Graphics -- Mounted To 2"x2" Aluminum Tubes w/ Base Plates for Ceiling Mounting. AS-654 Mark 39 Qty (1)	1	$552.00	$552.00	$38.64
38	**40 Parking Structure Directional** S/S .080 Aluminum Sign w/ 3M High Performance Graphics -- Mounted To 2"x2" Aluminum Tubes w/ Base Plates for Ceiling Mounting. AS-654 Mark 40 Qty (1)	1	$552.00	$552.00	$38.64
39	**41 Parking Structure Directional** S/S .080 Aluminum Sign w/ 3M High Performance Graphics -- Beam Mounted. AS-654 Mark 41 Qty (1)	1	$208.00	$208.00	$14.56
40	**42 Square Column Marker** S/S .080 Aluminum Sign w/ 3M High Performance Graphics -- Color Coded to Floor Level. AS-653 Mark 42 Qty (11) AS-654 Mark 42 Qty (13) AS-655 Mark 42 Qty (13) AS-656 Mark 42 Qty (6)	43	$176.00	$7,568.00	$529.76
41	**43 Fire Extinguisher Location** S/S .080 Aluminum Sign w/ 3M High Performance Graphics -- Beam Mounted. AS-653 Mark 43 Qty (8) AS-654 Mark 43 Qty (7) AS-655 Mark 43 Qty (7)	22	$31.00	$682.00	$47.74
42	**44 Consent to Inspection** S/S .080 Aluminum Sign w/ 3M High Performance Graphics -- Wall Mounted. AS-656 Mark 44 Qty (1)	1	$112.00	$112.00	$7.84
43	**45 Elevator Call Button** S/S .080 Aluminum Sign w/ 3M High Performance Graphics -- Wall Mounted. AS-656 Mark 45 Qty (3)	3	$94.00	$282.00	$19.74
44	**46 Stair Identification** S/S .080 Aluminum Sign w/ 3M High Performance Graphics -- Wall Mounted. AS-656 Mark 46 Qty (6)	6	$147.00	$882.00	$61.74
45	**47 Direction of Exit** S/S .080 Aluminum Sign w/ 3M High Performance Graphics -- Wall Mounted. AS-656 Mark 47 Qty (4)	4	$102.00	$408.00	$28.56
46	**48 Stairwell Identification** S/S .080 Aluminum Sign w/ 3M High Performance Graphics -- Wall Mounted. AS-656 Mark 48 Qty (6)	6	$142.00	$852.00	$59.64
47	**49 High Voltage** S/S .080 Aluminum Sign w/ 3M High Performance Graphics -- Door Mounted. AS-656 Mark 49 Qty (2)	2	$102.00	$204.00	$14.28
48	**Non-Electric Sign Install** Labor, Equipment & Arial Lifts for (3) Mobilizations to Install Above Signage Plan	1	$28,890.00	$28,890.00	$0.00
49	**Shipping/Crating** Single Sided: Packaging and shipping of product - includes proper packaging - includes shipping fees (standard shipping times unless otherwise noted here)	1	$1,500.00	$1,500.00	$0.00

Total

Sub Total	Total Tax (Tax Percentage)	Taxable Amount	Non-Taxable Amount	Final Price	Credits	Paid	Net Due
$77,792.00	$3,195.64(7.0%)	$45,652.00	$32,140.00	$80,987.64	$0.00	$41,096.00	$39,891.64

Payments

Paid On	Method	Amount
04/24/2015	American Express	$1,750.00
08/06/2015	Check	$39,346.00
	Total Paid	$41,096.00
	Balance Due	$39,891.64

Terms And Conditions
INVOICE DOES NOT INCLUDE THE FOLLOWING:
A. Removal of other signs or spread footers (unless listed as a separate line item)
B. Permit costs
C. Permitting/engineering fees unless listed above
D. Service work on any signage component other than what is contained within this quote to include (but not limited to) running of electrical wire, circuits, & / or replacement of lamps, ballasts & sockets.
E. Waivers of subrogation costs if required.
F. Costs associated with unlevel grade.
G. Any overtime hours required to meet the customer's accelerated completion schedule post signing date may result in additional charges.
PRICING ASSUMES:
A. Free and clear access to property and back side of walls (for channel letters) during normal business hours.
B. Sprinkler and internal utility lines are marked by customer unless contracted by Signarama-Orangeburg.
C. Level grade.

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for **Restoration Specialists**

Net Due :	$39,891.64	Signature		Date	

Signarama of Orangeburg
607 Broughton St.
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Invoice # 1048 - VAMC Parking Garage 950 15th Street, Augusta, GA 30901

Sold To	Contact	Shipping/Install
Restoration Specialists 1020-B East Montague Ave. North Charleston SC 29405 United States	**Dennis Schumm** Phone : (843) 277-2059 Mobile : (843) 200-2167 Fax : (843) 789-3135 Email : dennis@restspec.com Address : 1020-B East Montague Ave. North Charleston SC 29405 United States	

Quote #	Quote Date	Sales Rep	Payment Terms	PO	PO Date
	02/16/2015	**Charles Scholwinski** charles@signarama-orangeburg.com	DUE ON RECEIPT		

Items

#	Item	Qty	Unit Price	Total	Tax
1	**Consulting Fee** Planning & Design Services	1	$1,750.00	$1,750.00	$0.00
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3	**05 Spinal Rehab. Parking Entrance** S/S .080 Aluminum Sign w/ 3M High Performance Graphics AS-651 Mark 5	1	$294.00	$294.00	$0.00
4	**06 Exit** 10" Injected Molded Dimensional Letters AS_651 Mark 6 Qty (2) AS-653 Mark 6 Qty (1)	3	$148.00	$444.00	$0.00
5	**07 Entrance** 10" Injected Molded Dimensional Letters AS-651 Mark 7 Qty (2) AS-653 Mark 7 Qty (1)	3	$266.00	$798.00	$0.00
6	**08 Clearance Height Identification** Painted PVC Tube w/ High Performance Graphics AS 651 Mark 8 Qty (3)	3	$216.00	$648.00	$0.00

#	Item	Qty	Unit Price	Total	Tax
7	**09 SCI / D (VAN) Post Mounted** .080 Aluminum Sign w/ 3M High Performance Graphics & 2"x2" Galvanized Post w/ OAH Above Grade To Be 6'. Van Accessible Panel Included w/ Size TBD. Installation Method TBD (Plate or Direct Burial) AS-652 Mark 9 Qty (18)	18	$168.00	$3,024.00	$0.00
8	**10 SCI / D (VAN) Wall Mounted** .080 Aluminum Sign w/ 3M High Performance Graphics.Van Accessible Panel Included w/ Size TBD. AS-652 Mark 10 Qty (5)	5	$58.00	$290.00	$0.00
9	**11 SCI / D Post Mounted** .080 Aluminum Sign w/ 3M High Performance Graphics & 2"x2" Galvanized Post w/ OAH Above Grade To Be, 6'. Installation Method TBD (Plate or Direct Burial) AS-652 Mark 11 Qty (31)	31	$154.00	$4,774.00	$0.00
10	**12 SCI / D Wall Mounted** .080 Aluminum Sign w/ 3M High Performance Graphics. AS-652 Mark 12 Qty (6)	6	$41.00	$246.00	$0.00
11	**13 HC Parking Post Mounted** .080 Aluminum Sign w/ 3M High Performance Graphics & 2"x2" Galvanized Post w/ OAH Above Grade To Be 6'. Installation Method TBD (Plate or Direct Burial) AS-652 Mark 13 Qty (36)	36	$154.00	$5,544.00	$0.00
12	**14 HC Parking Wall Mounted** .080 Aluminum Sign w/ 3M High Performance Graphics. AS-652 Mark 14 Qty (18)	18	$41.00	$738.00	$0.00
13	**15 Parking Structure Directional** S/S .080 Aluminum Sign w/ 3M High Performance Graphics. AS-653 Mark 15 Qty (1)	1	$342.00	$342.00	$0.00
14	**16 Parking Structure Directional** S/S .080 Aluminum Sign w/ 3M High Performance Graphics AS-653 Mark 16 Qty (2) AS-654 Mark 16 Qty (1)	3	$342.00	$1,026.00	$0.00
15	**17 Parking Structure Directional** S/S .080 Aluminum Sign w/ 3M High Performance Graphics -- Mounted To 2"x2" Aluminum Tubes w/ Base Plates for Ceiling Mounting. AS-653 Mark 17 Qty (1)	1	$516.00	$516.00	$0.00
16	**18 Parking Structure Directional** S/S .080 Aluminum Sign w/ 3M High Performance Graphics -- Mounted To 2"x 2" Aluminum Tubes w/ Base Plates for Ceiling Mounting. AS-653 Mark 18 Qty (1)	1	$516.00	$516.00	$0.00
17	**19 Parking Structure Directional** S/S .080 Aluminum Sign w/ 3M High Performance Graphics -- Mounted To 2"x2" Aluminum Tubes w/ Base Plates for Ceiling Mounting. AS-653 Mark 19 Qty (1)	1	$516.00	$516.00	$0.00

#	Item	Qty	Unit Price	Total	Tax
18	**20 Parking Structure Directional** S/S .080 Aluminum Sign w/ 3M High Performance Graphics -- Mounted To 2"x2" Aluminum Tubes w/ Base Plates for Ceiling Mounting. AS-653 Mark 20 Qty (1)	1	$516.00	$516.00	$0.00
19	**21 Parking Structure Directional** S/S .080 Aluminum Sign w/ 3M High Performance Graphics. AS-653 Mark 21 Qty (1)	1	$342.00	$342.00	$0.00
20	**22 Parking Structure Directional** S/S .080 Aluminum Sign w/ 3M High Performance Graphics -- Mounted To 2"x2" Aluminum Tubes w/ Base Plates for Ceiling Mounting. AS-653 Mark 22 Qty (1)	1	$516.00	$516.00	$0.00
21	**23 Parking Structure Directional** S/S .080 Aluminum Sign w/ 3M High Performance Graphics -- Mounted To 2"x 2" Aluminum Tubes w/ Base Plates for Ceiling Mounting. AS-653 Mark 23 (1)	1	$516.00	$516.00	$0.00
22	**24 Parking Structure Directional** S/S .080 Aluminum Sign w/ 3M High Performance Graphics -- Mounted To 2"x2" Aluminum Tubes w/ Base Plates for Ceiling Mounting. AS-653 Mark 24 Qty (1)	1	$516.00	$516.00	$0.00
23	**25 Parking Structure Directional** S/S .080 Aluminum Sign w/ 3M High Performance Graphics -- Mounted To 2"x 2" Aluminum Tubes w/ Base Plates for Ceiling Mounting. AS-653 Mark 25 Qty (1)	1	$516.00	$516.00	$0.00
24	**26 Parking Structure Directional** S/S .080 Aluminum Sign w/ 3M High Performance Graphics -- Beam Mounted. AS-653 Mark 26 Qty (1) AS-654 Mark 26 Qty (1)	2	$582.00	$1,164.00	$0.00
25	**27 Parking Structure Directional** S/S .080 Aluminum Sign w/ 3M High Performance Graphics -- Beam Mounted. AS-653 Mark 27 Qty (1)	1	$208.00	$208.00	$0.00
26	**28 Parking Structure Directional** S/S .080 Aluminum Sign w/ 3M High Performance Graphics -- Beam Mounted. AS-653 Mark 28 Qty (1)	1	$208.00	$208.00	$0.00
27	**29 Parking Structure Directional** S/S .080 Aluminum Sign w/ 3M High Performance Graphics -- Mounted To 2"x 2" Aluminum Tubes w/ Base Plates for Ceiling Mounting. AS-654 Mark 29 Qty (1)	1	$552.00	$552.00	$0.00
28	**30 Parking Structure Directional** S/S .080 Aluminum Sign w/ 3M High Performance Graphics -- Mounted To 2"x2" Aluminum Tubes w/ Base Plates for Ceiling Mounting. AS-654 Mark 30 Qty (1)	1	$552.00	$552.00	$0.00

#	Item	Qty	Unit Price	Total	Tax
29	**31 Parking Structure Directional** S/S .080 Aluminum Sign w/ 3M High Performance Graphics -- Mounted To 2"x2" Aluminum Tubes w/ Base Plates for Ceiling Mounting. AS-654 Mark 31 Qty (1)	1	$552.00	$552.00	$0.00
30	**32 Parking Structure Directiona** S/S .080 Aluminum Sign w/ 3M High Performance Graphics -- Mounted To 2"x2" Aluminum Tubes w/ Base Plates for Ceiling Mounting. AS-654 Mark 32 Qty (2)	2	$552.00	$1,104.00	$0.00
31	**33 Parking Structure Directional** S/S .080 Aluminum Sign w/ 3M High Performance Graphics -- Mounted To 2"x2" Aluminum Tubes w/ Base Plates for Ceiling Mounting. AS-654 Mark 33 Qty (2)	2	$552.00	$1,104.00	$0.00
32	**34 Parking Structure Directional** S/S .080 Aluminum Sign w/ 3M High Performance Graphics -- Mounted To 2"x2" Aluminum Tubes w/ Base Plates for Ceiling Mounting. AS-654 Mark 34 Qty (1)	1	$552.00	$552.00	$0.00
33	**35 Parking Structure Directional** S/S .080 Aluminum Sign w/ 3M High Performance Graphics -- Mounted To 2"x2" Aluminum Tubes w/ Base Plates for Ceiling Mounting. AS-654 Mark 35 Qty (1)	1	$552.00	$552.00	$0.00
34	**36 Parking Structure Directional** S/S .080 Aluminum Sign w/ 3M High Performance Graphics. AS-654 Mark 36 Qty (1)	1	$342.00	$342.00	$0.00
35	**37 Parking Structure Directional** S/S .080 Aluminum Sign w/ 3M High Performance Graphics. AS-654 Mark 37 Qty (2)	2	$342.00	$684.00	$0.00
36	**38 Parking Structure Directional** S/S .080 Aluminum Sign w/ 3M High Performance Graphics. AS-654 Mark 38 Qty (1)	1	$342.00	$342.00	$0.00
37	**39 Parking Structure Directional** S/S .080 Aluminum Sign w/ 3M High Performance Graphics -- Mounted To 2"x2" Aluminum Tubes w/ Base Plates for Ceiling Mounting. AS-654 Mark 39 Qty (1)	1	$552.00	$552.00	$0.00
38	**40 Parking Structure Directional** S/S .080 Aluminum Sign w/ 3M High Performance Graphics -- Mounted To 2"x2" Aluminum Tubes w/ Base Plates for Ceiling Mounting. AS-654 Mark 40 Qty (1)	1	$552.00	$552.00	$0.00
39	**41 Parking Structure Directional** S/S .080 Aluminum Sign w/ 3M High Performance Graphics -- Beam Mounted. AS-654 Mark 41 Qty (1)	1	$208.00	$208.00	$0.00

#	Item	Qty	Unit Price	Total	Tax
40	**42 Square Column Marker** S/S .080 Aluminum Sign w/ 3M High Performance Graphics -- Color Coded to Floor Level. AS-653 Mark 42 Qty (11) AS-654 Mark 42 Qty (13) AS-655 Mark 42 Qty (13) AS-656 Mark 42 Qty (6)	43	$176.00	$7,568.00	$0.00
41	**43 Fire Extinguisher Location** S/S .080 Aluminum Sign w/ 3M High Performance Graphics -- Beam Mounted. AS-653 Mark 43 Qty (8) AS-654 Mark 43 Qty (7) AS-655 Mark 43 Qty (7)	22	$31.00	$682.00	$0.00
42	**44 Consent to Inspection** S/S .080 Aluminum Sign w/ 3M High Performance Graphics -- Wall Mounted. AS-656 Mark 44 Qty (1)	1	$112.00	$112.00	$0.00
43	**45 Elevator Call Button** S/S .080 Aluminum Sign w/ 3M High Performance Graphics -- Wall Mounted. AS-656 Mark 45 Qty (3)	3	$94.00	$282.00	$0.00
44	**46 Stair Identification** S/S .080 Aluminum Sign w/ 3M High Performance Graphics -- Wall Mounted. AS-656 Mark 46 Qty (6)	6	$147.00	$882.00	$0.00
45	**47 Direction of Exit** S/S .080 Aluminum Sign w/ 3M High Performance Graphics -- Wall Mounted. AS-656 Mark 47 Qty (4)	4	$102.00	$408.00	$0.00
46	**48 Stairwell Identification** S/S .080 Aluminum Sign w/ 3M High Performance Graphics -- Wall Mounted. AS-656 Mark 48 Qty (6)	6	$142.00	$852.00	$0.00
47	**49 High Voltage** S/S .080 Aluminum Sign w/ 3M High Performance Graphics -- Door Mounted. AS-656 Mark 49 Qty (2)	2	$102.00	$204.00	$0.00
48	**Non-Electric Sign Install** Labor, Equipment & Arial Lifts for (3) Mobilizations to Install Above Signage Plan	1	$28,890.00	$28,890.00	$0.00

Total

Sub Total	Shipping	Total Tax (Tax Percentage)	Taxable Amount	Non-Taxable Amount	Final Price	Paid	Net Due
$76,292.00	$1,500.00	$0.00(0.0%)	$45,652.00	$30,640.00	$77,792.00	$1,750.00	$76,042.00

Payments

Paid On	Method	Amount
04/24/2015	American Express	$1,750.00
	Total Paid	$1,750.00
	Balance Due	$76,042.00

Terms And Conditions
INVOICE DOES NOT INCLUDE THE FOLLOWING:
A. Removal of other signs or spread footers (unless listed as a separate line item)
B. Permit costs
C. Permitting/engineering fees unless listed above
D. Service work on any signage component other than what is contained within this quote to include (but not limited to) running of electrical wire, circuits, & / or replacement of lamps, ballasts & sockets.
E. Waivers of subrogation costs if required.
F. Costs associated with unlevel grade.
G. Any overtime hours required to meet the customer's accelerated completion schedule post signing date may result in additional charges.
PRICING ASSUMES:
A. Free and clear access to property and back side of walls (for channel letters) during normal business hours.
B. Sprinkler and internal utility lines are marked by customer unless contracted by Signarama-Orangeburg.
C. Level grade.

SIGN-A-RAMA WARRANTY: It's the best in the industry. Sign-A-Rama Orangeburg warranties material (excluding lighting which is covered by the manufacturer) & labor for (3) years. The warranty does not cover acts of vandalism, storm damage, wind damage, fire or any other circumstances beyond Signarama's control.
Sign and Design remain the property of Signarama until project is paid in full. This invoice is for the above items only. Any changes or deletions by the customer not charged for herein will be billed separately.

MINIMUM TERMS FOR ALL ORDERS:
-All Orders Under $500:Must Be Paid in Full at Time of Order
-All Orders Above $500: 50% Deposit Due at Time of Order - Balance Due Upon Completion
-All Orders Over $2500: 2% Discount if Paid in Full at Time of Order

for **Restoration Specialists**

Net Due :	$76,042.00	Signature		Date	

CO#3

Signarama of Orangeburg
607 Broughton St.
Orangeburg SC 29115
United States
Phone: 803-534-7575
Info@signarama-orangeburg.com
http://www.signarama-orangeburg.com

Signarama
The way to grow your business.

Sold To	Contact	Shipping/Install
Dennis Schumm **Restoration Specialists** 1020-B East Montague Ave. North Charleston SC 29405 United States	**Dennis Schumm** Phone : (843) 277-2059 Mobile : (843) 200-2167 Fax : (843) 789-3135 Email : dennis@restspec.com Address : 1020-B East Montague Ave. North Charleston SC 29405 United States	

Invoice is Past Due on (11/06/2015)

Invoice # 1873 - Change Order (3) VAMC Parking Garage 950 15th Street Augusta, GA 30901	**Invoice Date 11/05/2015**

Quote #	Quote Date	Sales Rep	Payment Terms	PO	PO Date
1284	09/24/2015	**Charles Scholwinski** charles@signarama-orangeburg.com	DUE ON RECEIPT		

Items

#	Item	Qty	Unit Price	Total	Tax
1	**Main ID Monument Sign** est. 99" X 48" X 12" OAD Custom Fabricated Non-Illuminated Sign Cabinet with (4) Separate Panels, Each with a 2" Reveal: 1. 43.5 X 48" X 12" OAD Copy: Spinal Cord Injury Unit 2. 16" X 48" X 12" OAD Copy: Accessible Parking-Only 3. 16" X 48" X 12" OAD Copy: Service Entrance 4. 14.5" X 48" X 12" OAD NO COPY	1	$3,786.00	$3,786.00	$265.02
2	**Post & Panel Wayfinding Sign** 43.5" X 56" X 3.25" OAD D/F Custom Fabricated Non Illuminated Post & Panel Sign with"D" Shaped Post	1	$1,389.00	$1,389.00	$97.23
3	**Non-Electric Sign Install 2 man** Equipment & Labor to: 1. Dig Footers for (4) Sign Post 2. Pour Concrete to Set Post & Footers 3. Install Post & Panel Sign 4. Install Monument Sign	1	$1,650.00	$1,650.00	$0.00

#	Item	Qty	Unit Price	Total	Tax
4	**DISCLAIMER:Detailed Disclaimer** Single Sided: DETAILED DISCLAIMER QUOTE DOES NOT INCLUDE THE FOLLOWING: A. Removal of other signs or spread footers (unless listed as a separate line item) B. Permit costs C. Permitting/engineering fees unless listed above D. Service work on any signage component other than what is contained within this quote to include (but not limited to) running of electrical wire, circuits, replacement of lamps, ballasts, sockets, or any other public utility. E. Waivers of subrogation costs if required. F. Costs associated with unlevel grade. G. Any overtime hours required to meet the customer's accelerated completion schedule post signing date may result in additional charges. PRICING ASSUMES: A. Free and clear access to property and back side of walls (for channel letters) during normal business hours. B. Sprinkler and internal utility lines are marked by customer unless contracted by Sign-A-Rama. C. Level grade.	1	$0.00	$0.00	$0.00

Total

Sub Total	Total Tax (Tax Percentage)	Taxable Amount	Non-Taxable Amount	Final Price	Credits	Paid	Net Due
$6,825.00	$362.25(7.0%)	$5,175.00	$1,650.00	$7,187.25	$0.00	$0.00	$7,187.25

Terms And Conditions
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F. Costs associated with unlevel grade.
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MINIMUM TERMS FOR ALL ORDERS:
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-All Orders Above $500: 50% Deposit Due at Time of Order - Balance Due Upon Completion
-All Orders Over $2500: 2% Discount if Paid in Full at Time of Order

for **Restoration Specialists**

Net Due :	$7,187.25	Signature		Date	

Signarama of Orangeburg
607 Broughton St.
Orangeburg SC 29115
United States
Phone: 803-534-7575
info@signarama-orangeburg.com
http://www.signarama-orangeburg.com

Signarama
The way to grow your business.

Paid in Full

Invoice # 1080 - Site Sign for VA Parking Garage-Augusta, GA	**Invoice Date: 02/26/2015**

Sold To	Contact	Shipping/Install
Restoration Specialists 1020-B East Montague Ave. North Charleston SC 29405 United States	**Dennis Schumm** Phone : (843) 277-2059 Mobile : (843) 200-2167 Fax : (843) 789-3135 Email : dennis@restspec.com Address : 1020-B East Montague Ave. North Charleston SC 29405 United States	

Quote #	Quote Date	Sales Rep	Payment Terms	PO	PO Date
	02/26/2015	**Charles Scholwinski** charles@signarama-orangeburg.com	DUE ON RECEIPT		

Items

#	Item	Qty	Unit Price	Total	Tax
1	**VA Construction Site Sign** S/S 3mm Polymetal Sign Panels w/Graphics, (3) P.T. Painted Posts, Back Frame & Raised Painted Borders	1	$1,392.00	$1,392.00	$0.00
2	**VA Safety Site Sign** S/S 3mm Polymetal Sign Panels w/Graphics, (3) P.T. Painted Posts, Changeable Copy Numbers to Specifications, Back Frame & Raised Painted Borders.	1	$592.00	$592.00	$0.00
3	**Non-Electric Sign Install** Labor & Equipment to Install Above Site Signs	1	$450.00	$450.00	$0.00

Total

Sub Total	Total Tax (Tax Percentage)	Taxable Amount	Non-Taxable Amount	Final Price	Credits	Paid	Net Due
$2,434.00	$0.00(0.0%)	$1,984.00	$450.00	$2,434.00	$0.00	$2,434.00	$0.00

Payments

Paid On	Method	Amount
04/09/2015	American Express	$2,434.00
	Total Paid	$2,434.00
	Balance Due	$0.00

Paid 4/9

Terms And Conditions
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-All Orders Over $2500: 2% Discount if Paid In Full at Time of Order

for **Restoration Specialists**

Net Due :	**$0.00**	**Signature**		**Date**	

AIA® Document A401™ – 2007

Standard Form of Agreement Between Contractor and Subcontractor

AGREEMENT made as of the 17th 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)

Sign-A-Rama
607 Broughton Street
Orangeburg, SC 29115
Phone: (803) 534-7575 Fax: (803) 531-2329

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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8 THE WORK OF THIS SUBCONTRACT

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11 PROGRESS PAYMENTS

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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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(1932544114)

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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User Notes:

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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

(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 fabrication and installation of all signage requirements 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	Commence Work: 6/1/15 Substantial Completion Date: 6/12/15

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access to the site. ALL SUBMITTALS FROM SUBCONTRACTORS ARE TO BE SUBMITTED TO RESTORATION SPECIALISTS BY UPLOADING PDF DOCUMENTS TO THE SUBMITTAL EXHANGE SITE.
Schedule: As follows
Submittals: Submittals are due no later than 10/10/14 (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 Eighty thousand nine hundred eighty-eight dollars and 00/100, ($ 80,988.00), 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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User Notes: (1932544114)

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. Sign-A-Rama Quote (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: 1401-10.1400-016.
This Contract / P.O. # is to be referenced on all billings / invoices / submittals, etc.

Init.

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User Notes:
(1932544114)

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

RESTORATION SPECIALISTS, LLC	SIGN-A-RAMA
CONTRACTOR *(Signature)*	**SUBCONTRACTOR** *(Signature)*
Matt Robbins – Executive Director	
(Printed name and title)	*(Printed name and title)*

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User Notes:

Restoration

VAMC

SIGN★A★RAMA

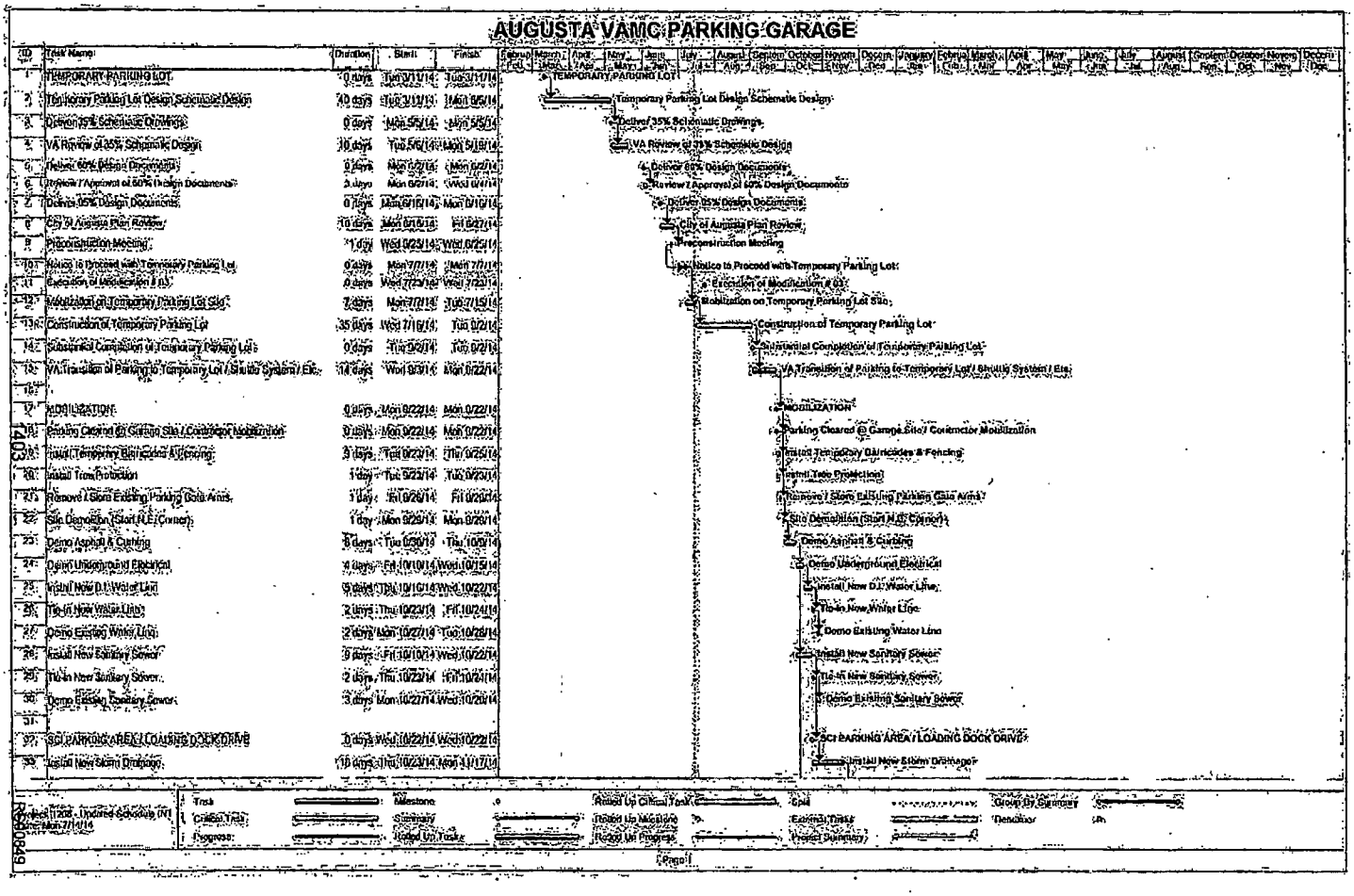
YOUR FULL SERVICE SIGN & AWNING COMPANY

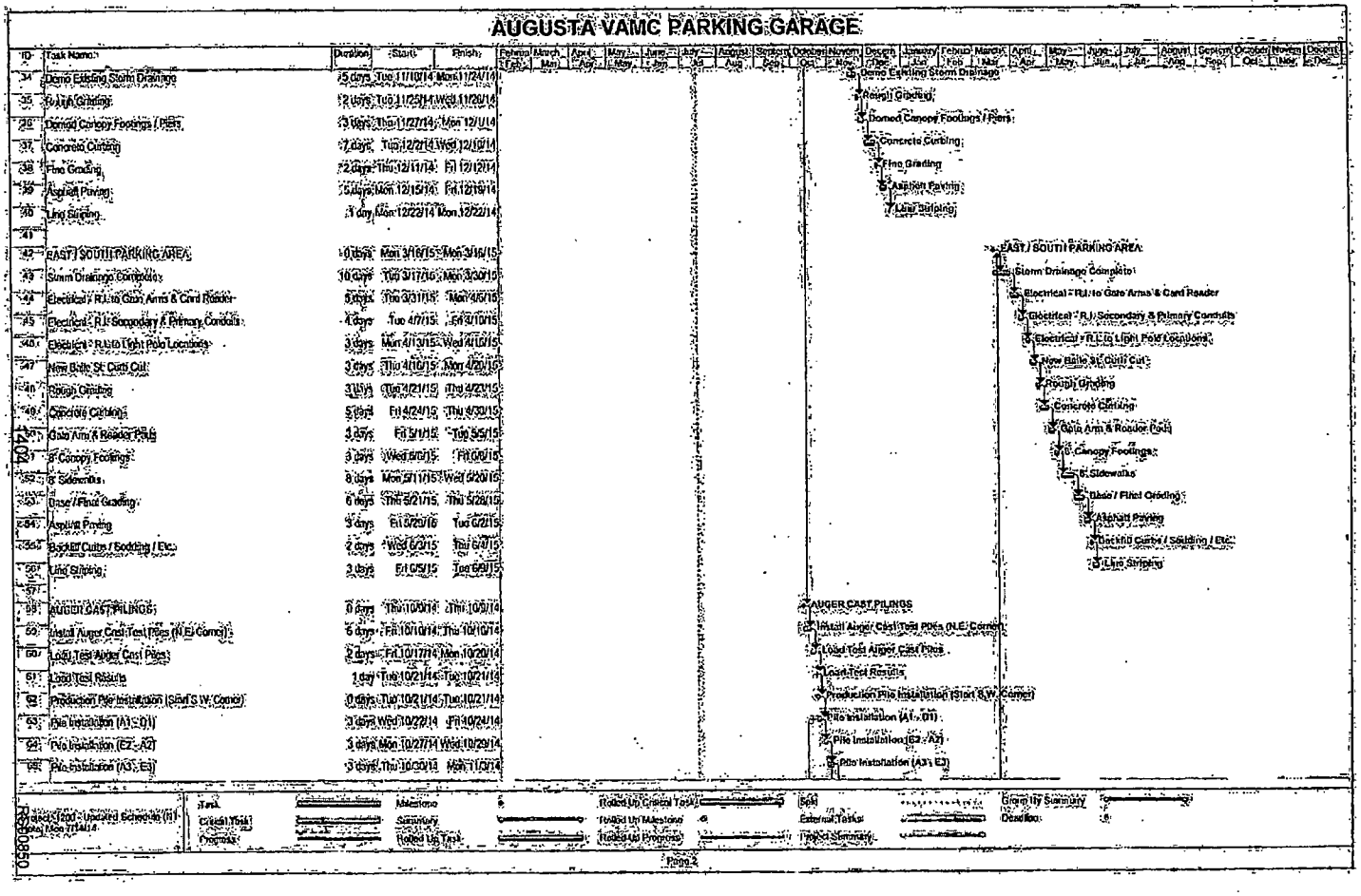
	AS 651 SITE	AS 652 TIER 1	AS 653 TIER 1	AS 654 TIER 2	AS655 TIER 3	AS656 CT	MARK	UNIT	EXT
	SITE	ACCESSIBLE	TIER1	TIER2	TIER3	CT	TOTAL	PRICE	PRICE
1	2	0	0	0	0	0	2	1398	2796
2	0	0	0	0	0	0	0	0	0
3	0	0	0	0	0	0	0	0	0
4	0	0	0	0	0	0	0	0	0
5	1	0	0	0	0	0	1	294	294
6	2	0	1	0	0	0	3	148	444
7	2	0	1	0	0	0	3	266	798
8	3	0	0	0	0	0	3	216	648
9	0	18	0	0	0	0	18	168	3024
10	0	5	0	0	0	0	5	58	290
11	0	31	0	0	0	0	31	154	4774
12	0	6	0	0	0	0	6	41	246
13	0	36	0	0	0	0	36	154	5544
14	0	18	0	0	0	0	18	41	738
15	0	0	1	0	0	0	1	342	342
16	0	0	2	1	0	0	3	342	1026
17	0	0	1	0	0	0	1	516	516
18	0	0	1	0	0	0	1	516	516
19	0	0	1	0	0	0	1	516	516
20	0	0	1	0	0	0	1	516	516
21	0	0	1	0	0	0	1	342	342
22	0	0	1	0	0	0	1	516	516
23	0	0	1	0	0	0	1	516	516
24	0	0	1	0	0	0	1	516	516
25	0	0	1	0	0	0	1	516	516
26	0	0	1	1	0	0	2	582	1164
27	0	0	1	0	0	0	1	208	208
28	0	0	1	0	0	0	1	208	208
29	0	0	0	1	0	0	1	552	552
30	0	0	0	1	0	0	1	552	552
31	0	0	0	1	0	0	1	552	552
32	0	0	0	2	0	0	2	552	1104
33	0	0	0	2	0	0	2	552	1104
34	0	0	0	1	0	0	1	552	552
35	0	0	0	1	0	0	1	552	552
36	0	0	0	1	0	0	1	342	342
37	0	0	0	2	0	0	2	342	684
38	0	0	0	1	0	0	1	342	342

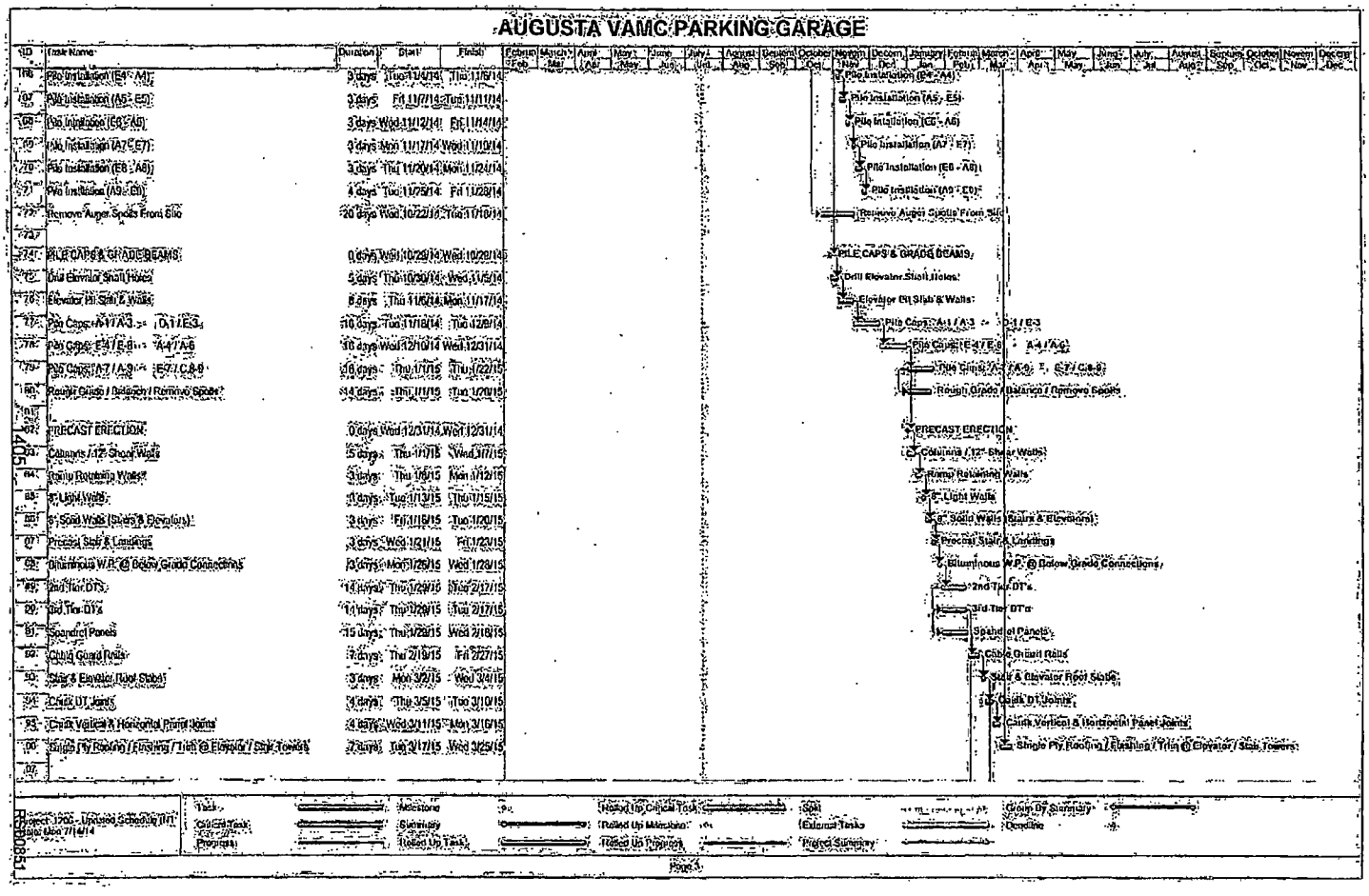
39	0	0	0	1	0	0	1	552	552
40	0	0	0	1	0	0	1	552	552
41	0	0	0	1	0	0	1	208	208
42	0	0	11	13	13	6	43	176	7568
43	0	0	8	7	7	0	22	31	682
44	0	0	0	0	0	1	1	112	112
45	0	0	0	0	0	3	3	94	282
46	0	0	0	0	0	6	6	147	882
47	0	0	0	0	0	4	4	102	408
48	0	0	0	0	0	6	6	142	852
49	0	0	1	0	0	1	2	102	204
TOTAL	10	114	37	38	20	27	246		45652
Revised 09-12-14 to Remove Marks 2 & 3 from Signarama Scope Per Matt Robbins. Sitework Sub to Provide									
33% Deposit Has Been Approved By Signarama Management									

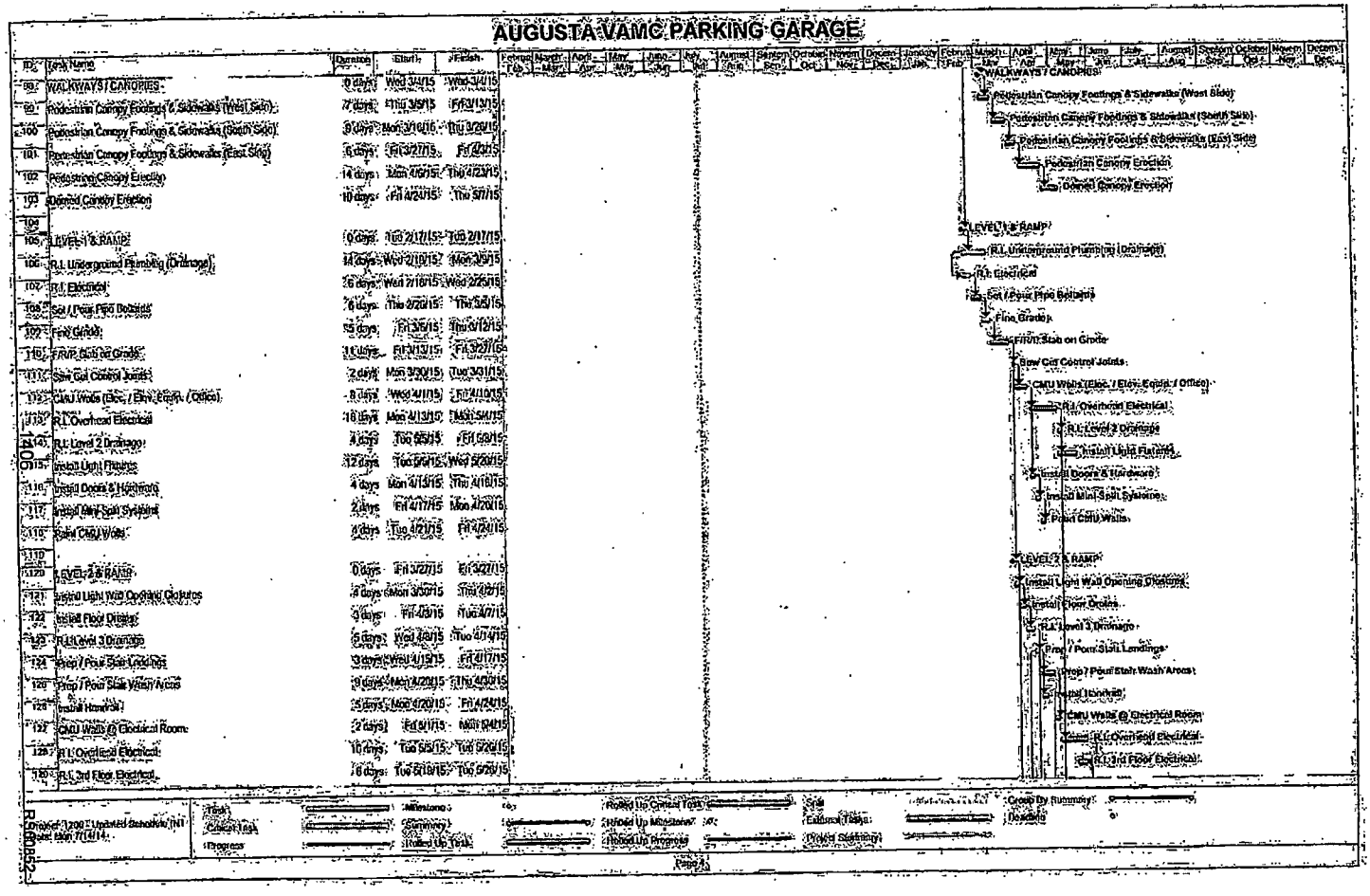
ITEM / DESCRIPTION	AMOUNT
Signage Components	45652
Sales Tax	3196
Planning & Design	1750
Estimated Freight	1500
Labor & Equipment w/ (3) Mobilizations	28890
Total	80988

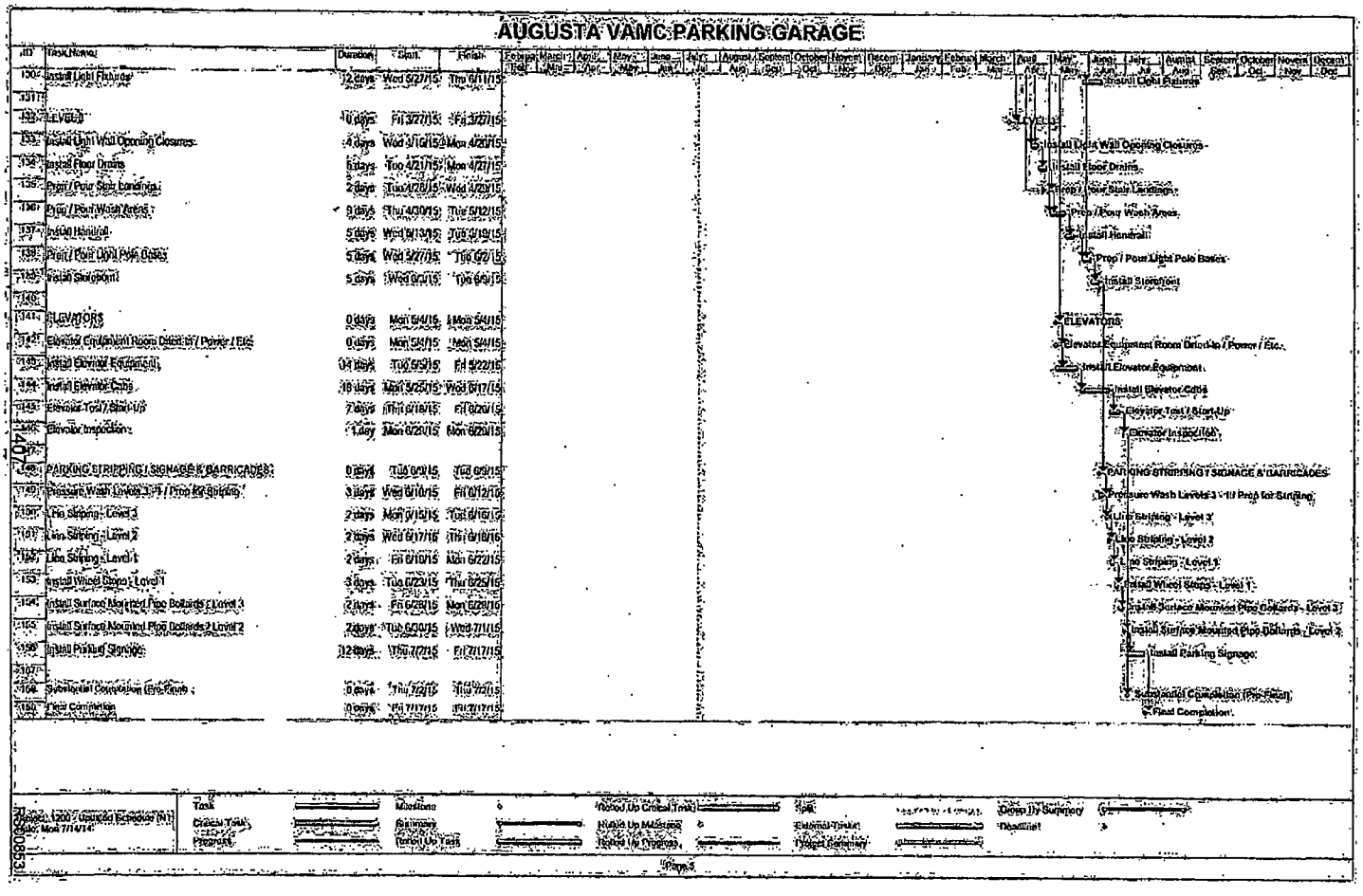
SIGN★A★RAMA
YOUR FULL SERVICE SIGN & AWNING COMPANY
607 Broughton St. ◦ Orangeburg, S.C. 29115
803-534-7575 office 803-531-2329 fax
www.southcarolina-signs.com


AUGUSTA VAMC PARKING GARAGE
TEMPORARY PARKING LOT
Temporary Parking Lot Design Schematic Design
Deliver 35% Schematic Drawings
VA Review of 35% Schematic Design
Deliver 60% Design Documents
Review / Approval of 60% Design Documents
Deliver 95% Design Documents
City of Augusta Plan Review
Preconstruction Meeting
Notice to Proceed with Temporary Parking Lot
Execution of Modification # 01
Mobilization on Temporary Parking Lot Site
Construction of Temporary Parking Lot
Substantial Completion of Temporary Parking Lot
VA Transition of Parking to Temporary Lot / Shuttle System / Etc
MOBILIZATION
Parking Cleared @ Garage Site / Contractor Mobilization
Install Temporary Barricades & Fencing
Install Tree Protection
Remove / Store Existing Parking Gate Arms
Site Demolition (Start N.E. Corner)
Demo Asphalt & Curbing
Demo Underground Electrical
Install New D.I. Water Line
Tie-In New Water Line
Demo Existing Water Line
Install New Sanitary Sewer
Tie-In New Sanitary Sewer
Demo Existing Sanitary Sewer
SCI PARKING AREA / LOADING DOCK DRIVE
Install New Storm Drainage
Task
Milestone
Summary
Rolled Up Task
Rolled Up Milestone
Rolled Up Progress
Split
Project Summary
External Tasks
Deadline
Group By Summary
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 Domed Canopy Footings / Piers 3 days Thu 11/27/14 Mon 12/1/14
37 Concrete Curbing 2 days Tue 12/2/14 Wed 12/3/14
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 3 days Mon 12/22/14 Wed 12/24/14
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 Bollard 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 Post 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 8 days Mon 5/11/15 Wed 5/20/15
53 Base / Final Grading 6 days Thu 5/21/15 Thu 5/28/15
54 Asphalt Paving 5 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 3 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: 200 - Updated Schedule (11-Nov-14 Mon 7:11:41 AM)
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 2
Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec


AUGUSTA VAMC PARKING GARAGE


AUGUSTA VAMC PARKING GARAGE
ID
Task Name
Duration
Start
Finish
WALKWAYS / CANOPIES
Pedestrian Canopy Footings & Sidewalks (West Side)
Pedestrian Canopy Footings & Sidewalks (South Side)
Pedestrian Canopy Footings & Sidewalks (East Side)
Pedestrian Canopy Erection
Colonial Canopy Erection
LEVEL 1 & RAMP
R.I. Underground Plumbing (Drainage)
R.I. Electrical
Set / Pour Pipe Bollards
Fine Grade
Form Slab on Grade
Saw Cut Control Joints
CMU Walls (Elec. / Elev. Equip. / Office)
R.I. Overhead Electrical
R.I. Level 2 Drainage
Install Light Fixtures
Install Doors & Hardware
Install Wall Split Systems
Paint CMU Walls
LEVEL 2 & RAMP
Install Light Well Opening Cladding
Install Floor Drains
R.I. Level 3 Drainage
Prep / Pour Stair Landings
Prep / Pour Stair Wash Areas
Install Handrail
CMU Walls @ Electrical Room
R.I. Overhead Electrical
R.I. 3rd Floor Electrical
Project: Task 200 Updated Baseline (1)
Date: Mon 7/14/14
Task
Split
Progress
Milestone
Summary
Rolled Up Task
Rolled Up Milestone
Rolled Up Progress
Rolled Up Critical Task
Project Summary
External Tasks
External Milestone
Deadline
Page 1


AUGUSTA VAMC PARKING GARAGE

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	09/17/2014	1401-101400-016

4. PRIME CONTRACTOR			5. SUBCONTRACTOR		
a. NAME			a. NAME		
Restoration Specialists, LLC			Sign-A-Rama		
b. STREET ADDRESS			b. STREET ADDRESS		
1020-B East Montague Ave			607 Broughton Street		
c. CITY	d. STATE	e. ZIP CODE	c. CITY	d. STATE	e. ZIP CODE
Charleston	SC	29405	Orangeburg	SC	29115

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 signage 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
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
15b. TITLE OF PERSON SIGNING		

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

NAME OF CONTRACTOR: ☐ OR SUBCONTRACTOR: ☑ | ADDRESS: | OMB No.: 1235-0008 Expires: 01/31/2015

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	(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

1409

RS00855

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 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

_____ (Contractor or Subcontractor) on the

Charlie Norwood VAMC Parking Garage (Building or Work) that during the pay period commencing on the

_____ 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

_____ (Contractor or Subcontractor) from the full

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:

_____

_____

_____

_____

(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.

(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.

1410

RS00856

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 calendar 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
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[1]
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 parenthesis 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)

[X] New Request [ ] Addition

CONTRACTOR INFORMATION

Ⓝ VA Contracting Officer Name & Phone: Theresa Elkins 706-733-0188 x 3972

Ⓞ COTR Name & Phone: Bill Stueber 706-733-0188 x 3249

Ⓒ Contract End Date (Including Options): July 7, 2015

Ⓠ SAO Region (East/West/Central): East

Ⓔ Purchase/Task Order Number: VA247-12-C-0035

Ⓟ Contractor Position Description:

Ⓦ Station #: 509

Ⓘ Investigation Level (SAC/Low/Moderate/High):

Ⓧ Network Access (Y/N): N

Ⓜ Contract Company Name (Subcontractor):

Ⓘ Contract Company Address:

Ⓓ Contractor POC Name & Phone:

Ⓢ Contractor POC Email:

Ⓒ Contracting Officer Signature:

This signature verifies that an official contract is in place prior to processing the applicants for badging

CONTRACTOR EMPLOYEE INFORMATION

Ⓞ Employee Name (Full Legal Name)	Ⓔ SSN	Ⓞ Email Address	Ⓟ D.O.B.	Ⓢ 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.)

Ⓒ **Contracting Officer Name & Phone:** Please list the post-award contracting officer or specialist handling this task order and phone number.

Ⓓ **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.

Ⓔ **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.

Ⓕ **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 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.

Ⓘ **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.

Ⓖ **SSN:** Please provide complete social security numbers for all individuals listed.

Ⓗ **Email Address:** Please provide a valid email address for all individuals. This email address will be provided for EQIP communication.

Ⓘ **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. 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?

☐ YES ☐ NO (If "NO", provide country of citizenship)

4. DATE OF BIRTH (MM / DD / YYYY)

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 18 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

8. 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

Additional 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? DATE MM / DD / YYYY

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.

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
VF-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

VAMC Parking Structure
Augusta, Georgia

AS-312	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
AS-651	WAYFINDING PLAN - SITE
AS-652	WAYFINDING PLAN - TIER 1 ACCESSIBLE PARKING
AS-653	WAYFINDING PLAN - TIER 1
AS-654	WAYFINDING PLAN - TIER 2
AS-655	WAYFINDING PLAN - TIER 3
AS-656	WAYFINDING PLANS - CIRCULATION TOWERS
AS-657	WAYFINDING DETAILS
AS-658	WAYFINDING DETAILS
PL-001	INDEX, LEGEND, GENERAL NOTES, SCHEDULES - PLUMBING
PL-100	BUILDING PLAN - 1ST TIER - UNDERGROUND PLUMBING
PL-110	BUILDING PLAN - 1ST TIER - PLUMBING
PL-111	BUILDING PLAN - 2ND TIER - PLUMBING
PL-112	BUILDING PLAN - 3RD TIER - PLUMBING
PL-200	1ST & 2ND TIERS 3D PLUMBING VIEW
PL-201	3RD TIER 3D PLUMBING VIEW
MH-001	INDEX, LEGEND, GENERAL NOTES, SCHEDULES - MECHANICAL
MH-110	BUILDING PLAN - 1ST TIER - MECHANICAL
MH-111	BUILDING PLAN - 2ND TIER - MECHANICAL
ES-001	ELECTRICAL LEGEND SCHEDULES AND DETAILS
ES-002	ELECTRICAL SITE PLAN - DEMOLITION
ES-100	ELECTRICAL SITE PLAN
ES-101	FIRST LEVEL PLAN - ELECTRICAL
ES-102	SECOND LEVEL PLAN - ELECTRICAL
ES-103	THIRD LEVEL PLAN - ELECTRICAL
ES-201	FIRST LEVEL PLAN - SECURITY
ES-202	SECOND LEVEL PLAN - SECURITY
ES-203	THIRD LEVEL PLAN - SECURITY
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VAMC Parking Structure
Augusta, Georgia

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AIA® Document A401™ – 2007

Standard Form of Agreement Between Contractor and Subcontractor

AGREEMENT made as of the 5th day of December in the year 2014
(In words, indicate day, month and year.)

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

Restoration Specialists LLC a South Carolina Corporation
1020-B East Montague Ave.
N. Charleston, SC 29405

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

Simmons Masonry Contractors
2209 Darling Ave.
Waycross, GA 31501
Phone: (912) 286-4272

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

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

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

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

CHARLIE NORWOOD VAMC PARKING GARAGE
950 15th Street
Augusta, GA 30901
Downtown Parking Garage

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

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

Structured Parking Solutions
21 South Tarragona Street, Suite 101
Pensacola, FL 32502

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

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

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

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

Init.
/
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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'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 masonry as detailed in the contract documents and per the attached quote from Simmons Masonry Contractors. **Note:** It is the subcontractor's responsibility to visit Submittal Exchange (www.submittalexchange.com) to access and verify they are using the latest revisions of all contract documents. An email invitation will be sent to each subcontractor's point of contact to initiate access to the site. ALL SUBMITTALS	

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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 12/29/14 (submitted electronically via. Submittal Exchange)

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

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

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

ARTICLE 10 SUBCONTRACT SUM

§ 10.1 The Contractor shall pay the Subcontractor in current funds for performance of the Subcontract the Subcontract Sum is not to exceed Eleven thousand nine hundred eighty dollars and 00/100, ($ 11,980.00), subject to additions and deductions as provided in the Subcontract Documents.

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

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

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

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

Item	Price
N/A	

ARTICLE 11 PROGRESS PAYMENTS

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

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

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%

(Paragraphs deleted)
§ 15.3 Retainage and any reduction thereto are as follows:

0% (zero)

(Paragraph deleted)
ARTICLE 16 ENUMERATION OF SUBCONTRACT DOCUMENTS
§ 16.1 The Subcontract Documents, except for Modifications issued after execution of this Subcontract, are enumerated in the sections below.

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

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

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

Modification **Date**

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

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

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

1. Simmons Masonry Contractors Quote (copy attached)
2. Preliminary Project Schedule (copy attached)
3. Standard Form 1413 (copy attached, fill out #14 thru #17)
4. Certified Payroll Template (copy attached. Payroll to be done weekly whether worked or not)
5. W-9 Template (copy attached)
6. Employee Badge Forms (copy attached)
7. Drawings and Specification List (copy attached)

This Contract / P.O. Number will be: 1401-042000-019
This Contract / P.O. # is to be referenced on all billings / invoices / submittals, etc.

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

RESTORATION SPECIALISTS, LLC	SIMMONS MASONRY CONTRACTORS
CONTRACTOR *(Signature)*	**SUBCONTRACTOR** *(Signature)*
Dennis Schumm – Executive Director	
(Printed name and title)	*(Printed name and title)*

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042000

Simmons Masonry Contractors
2209 Darling Ave.
Waycross, GA 31501
912-286-4272

Proposal

Palmetto Construction Group
VA Parking Garage
Augusta GA

Labor Material and Equipmentt to install masonry at VA Parking Garage per the plans and specifications $11,980.00

Total Amount $11,980.00

Frederick Simmons
Frederick Simmons

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)

Southern Atlantic Mechanical Co.
3770 Fernandina Road
Columbia, SC 29210
Phone: (803) 781-9825 Fax: (803) 749-9470

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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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

(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 all plumbing and mechanical work 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: Mobilize / commence underground rough-in: 2/18/15 Substantial Completion Date: 4/27/14

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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 9/25/14 (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 Two hundred sixty thousand five hundred eighty one dollars and 00/100 ($ 260,581.00), 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

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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. SAMCO Quote dated 5/6/14 (copy attached)
2. SAMCO mechanical quote dated 5/6/14 (copy attached)
3. Preliminary Project Schedule (copy attached)
4. Standard Form 1413 (copy attached)
5. Certified Payroll Template (copy attached)
6. W-9 Template (copy attached)
7. Employee Badge Forms (copy attached)
8. Drawings and Specification List (copy attached)

This Contract / P.O. Number will be: 1401-220511-007
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	SOUTHERN ATLANTIC MECHANICAL CO.
CONTRACTOR *(Signature)*	**SUBCONTRACTOR** *(Signature)*
Matt Robbins – Executive Director	
(Printed name and title)	*(Printed name and title)*

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SOUTHERN ATLANTIC MECHANICAL CO.

3770 Fernandina Road Columbia, SC 29210
PO Box 2527 Irmo, SC 29063
Phone (803)781-9825 / Fax (803)749-9470
SC LICENSE # M 107551

~ PLUMBING SCOPE ~

SCOPE OF WORK FOR PROJECT: CHARLIE NORWOOD AUGUSTA VAMC GARAGE

BID DATE: 5/6/14 BID TIME: N/A

ESTIMATOR: James Gable DIRECT LINE: 803-213-9507

OUR PROPOSAL INCLUDES THE FOLLOWING:

1. DRAIN PIPING AS SHOWN ON PLANS PL001 THRU PL-201 AND SPECS.
2. PLUMBING TO 5' OUTSIDE BUILDING.

WE DO NOT INCLUDE THE FOLLOWING:

1. FIRE PROTECTION.
2. ROCK EXCAVATION AND REMOVAL.
3. TEMPORARY UTILITIES.
4. TAP FEES OR IMPACT FEES.
5. BOND – BOND RATE IS 1.4%.

PLUMBING BASE BID..... $249,179.00

ANY CONTRACT ISSUED TO SAMCO, LLC MUST INCORPORATE THIS PLUMBING SCOPE.

SOUTHERN ATLANTIC MECHANICAL CO.
3770 Fernandina Road Columbia, SC 29210
PO Box 2527 Irmo, SC 29063
Phone (803)781-9825 / Fax (803)749-9470
SC LICENSE # M 107551

~ HVAC SCOPE ~

SCOPE OF WORK FOR PROJECT: Augusta VA Hospital

BID DATE: **BID TIME:**
ESTIMATOR: Todd Brunink **PHONE: 803-781-9825**

OUR PROPOSAL INCLUDES THE FOLLOWING:

1. Provide and install mechanical systems as indicated by plans and specifications.
2. Supply and installation of 2 louvers included.
3. Supply and installation of 2 exhaust fans included.
4. Supply and installation of 2 split heat pumps as indicated by plans.
5. Core drilling for refrigeration piping included.

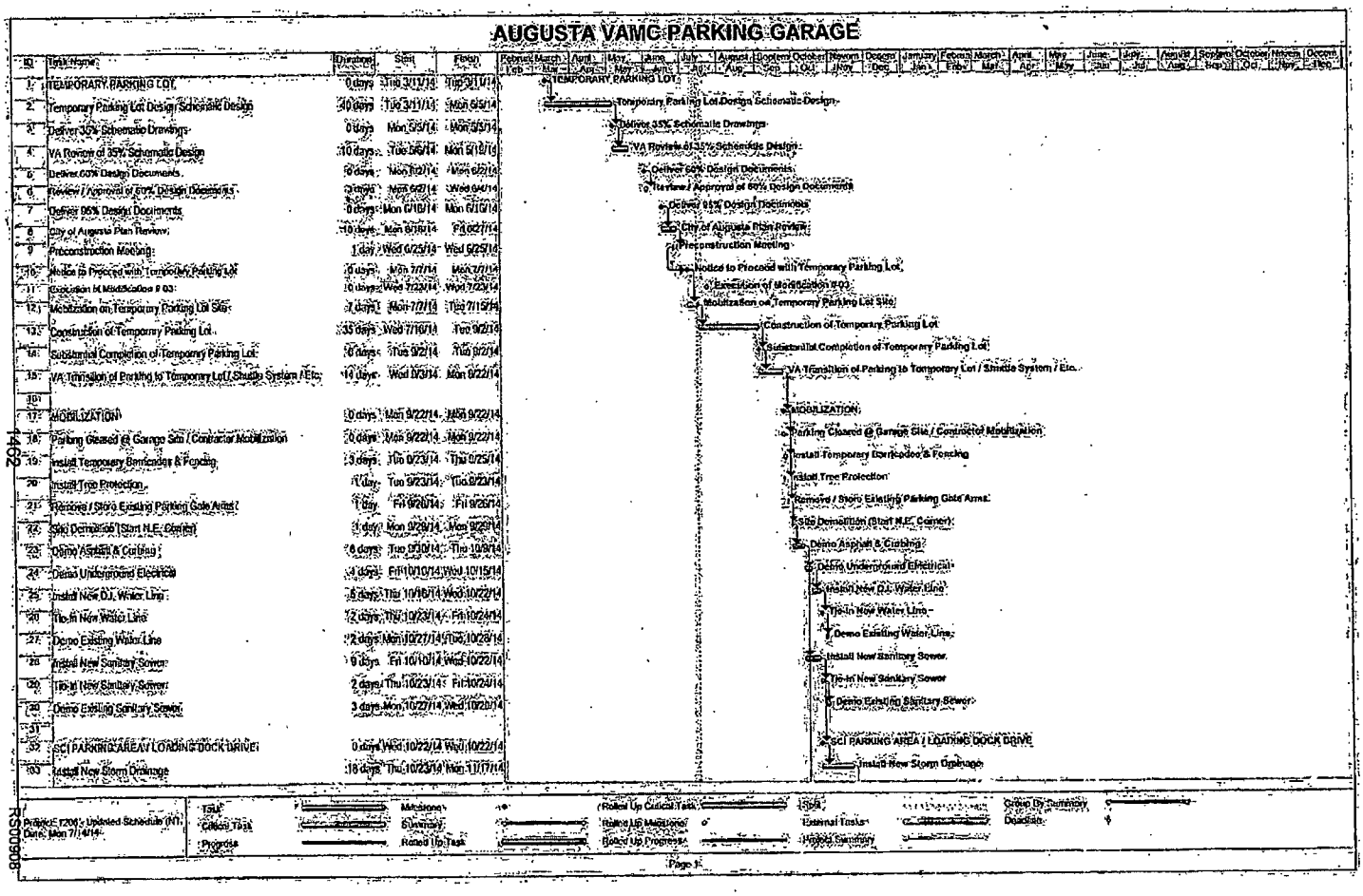
WE DO NOT INCLUDE THE FOLLOWING:

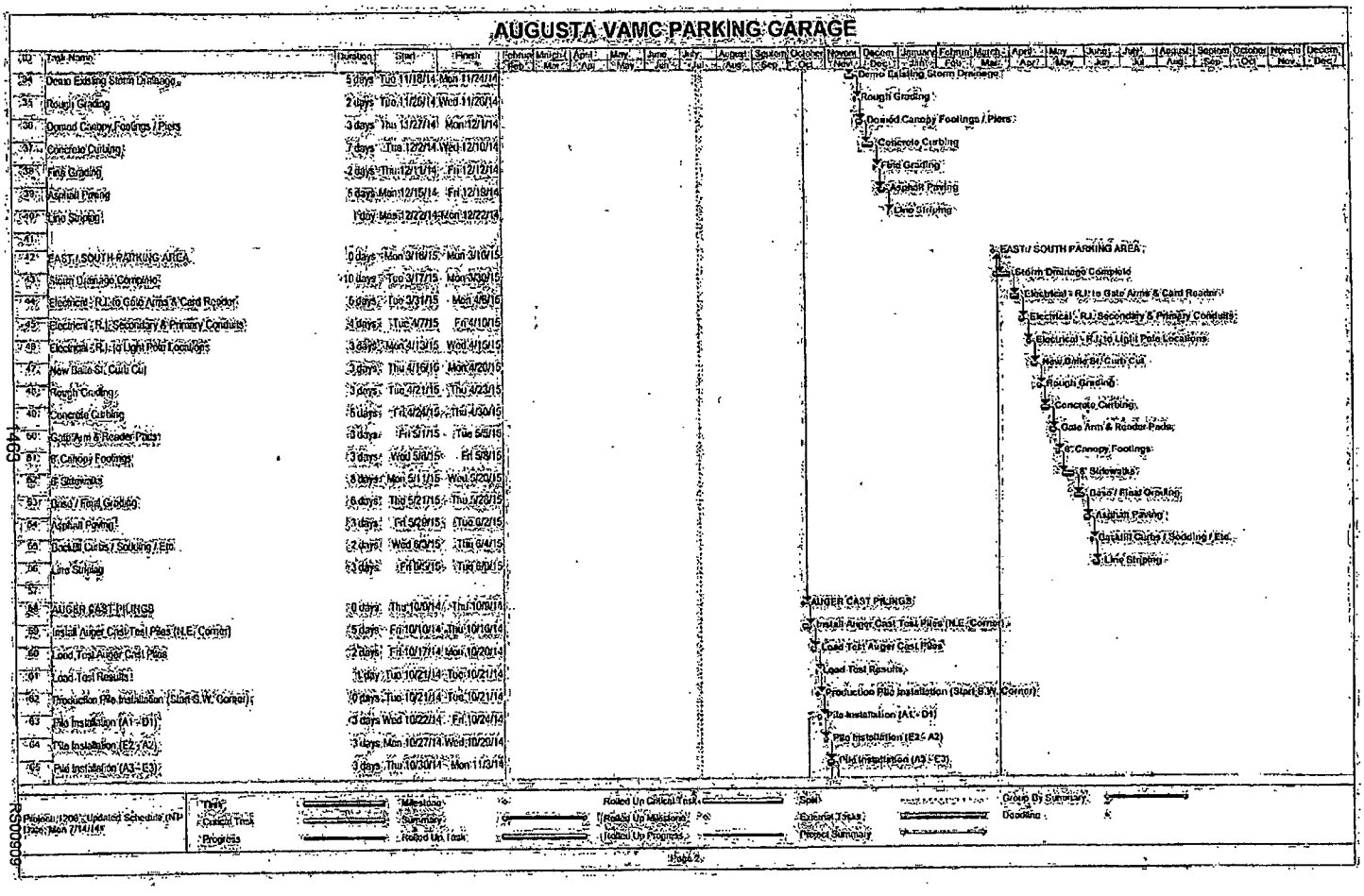
1. BOND – BOND RATE IS 1.4%
2. Cutting or framing of walls for exhaust fans or louvers.
3. Concrete pads for condensing units
4. Coordination and shop drawings
5. Dumpster or waste disposal containers
6. Framing, painting, cutting, patching and finishes.
7. Concrete installation or repair
8. Roofing or flashing
9. Temporary utilities or toilet facilities
10. Temporary heating or cooling
11. Structural or supplemental supports
12. Electrical power wiring or disconnects
13. Modifications to any existing structure.

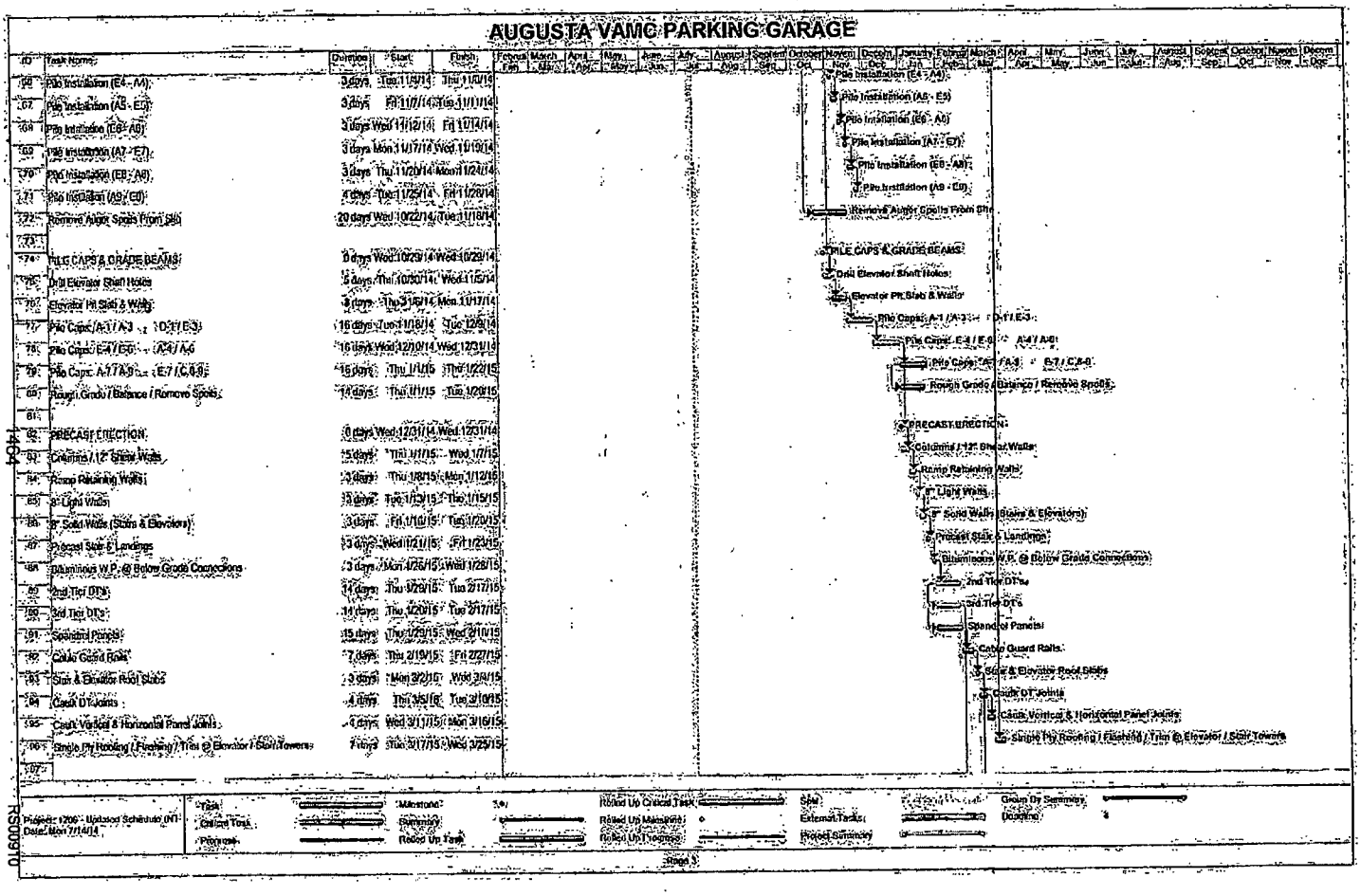
All work to be performed during our normal working hours.

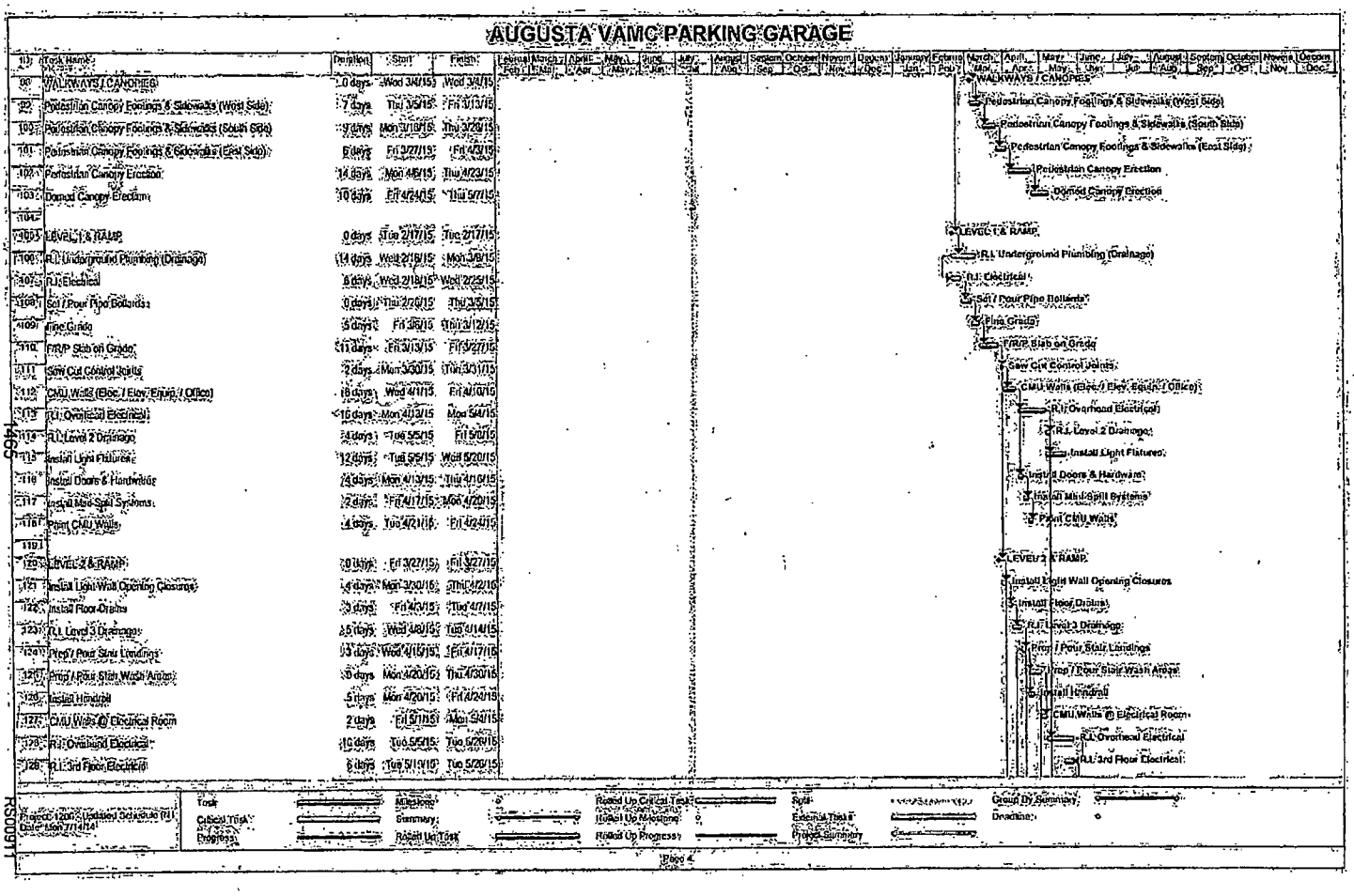
HVAC BASE BID..... $11,402.00

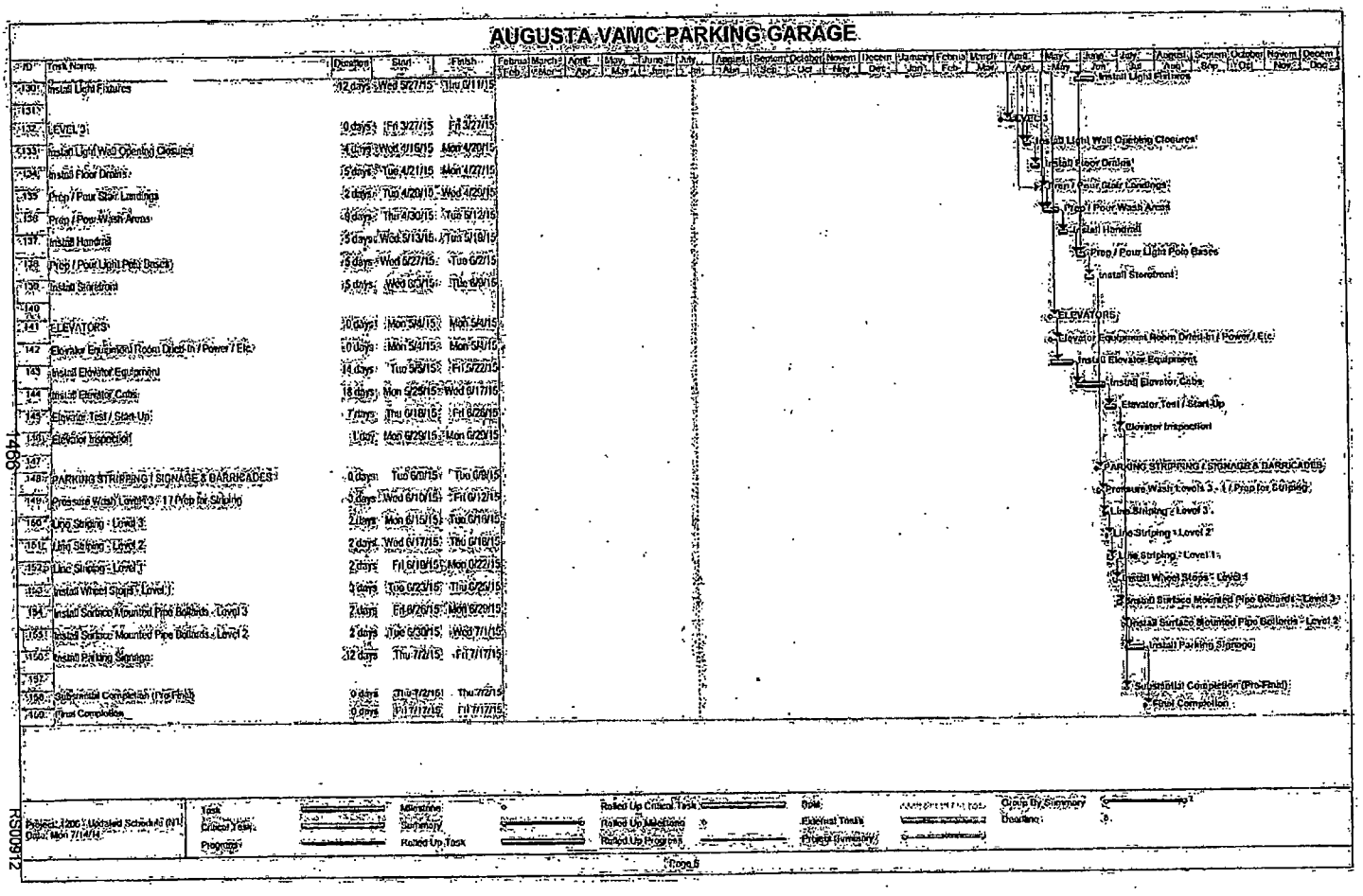
ANY CONTRACT ISSUED TO SAMCO, LLC MUST INCORPORATE THIS HVAC SCOPE.


AUGUSTA VAMC PARKING GARAGE
ID
Task Name
Duration
Start
Finish
TEMPORARY PARKING LOT
Temporary Parking Lot Design Schematic Design
Deliver 35% Schematic Drawings
VA Review of 35% Schematic Design
Deliver 60% Design Documents
Review / Approval of 60% Design Documents
Deliver 95% Design Documents
City of Augusta Plan Review
Preconstruction Meeting
Notice to Proceed with Temporary Parking Lot
Execution of Modification # 03
Mobilization on Temporary Parking Lot Site
Construction of Temporary Parking Lot
Substantial Completion of Temporary Parking Lot
VA Transition of Parking to Temporary Lot / Shuttle System / Etc.
MOBILIZATION
Parking Closed @ Garage Site / Contractor Mobilization
Install Temporary Barricades & Fencing
Install Tree Protection
Remove / Store Existing Parking Gate Arms
Site Demolition (Start N.E. Corner)
Demo Asphalt & Curbing
Demo Underground Electrical
Install New D.I. Water Line
Tie-In New Water Line
Demo Existing Water Line
Install New Sanitary Sewer
Tie-In New Sanitary Sewer
Demo Existing Sanitary Sewer
SCI PARKING AREA / LOADING DOCK DRIVE
Install New Storm Drainage
Project: F209 - Updated Schedule (rr)
Date: Mon 7/14/14
Task
Split
Milestone
Summary
Rolled Up Task
Rolled Up Critical Task
Rolled Up Milestone
Rolled Up Progress
External Tasks
Project Summary
Group By Summary
Deadline
Page 1


AUGUSTA VAMC PARKING GARAGE
Task Name
Duration
Start
Finish
Demo Existing Storm Drainage
Rough Grading
Demod Canopy Footings / Piers
Concrete Curbing
Fine Grading
Asphalt Paving
Line Striping
EAST / SOUTH PARKING AREA
Storm Drainage Complete
Electrical - RJ to Gate Arms & Card Readers
Electrical - RJ Secondary & Primary Conduits
Electrical - RJ to Light Pole Locations
New Base at Curb Cut
Rough Grading
Concrete Curbing
Gate Arms & Reader Pads
E Canopy Footings
E Stairways
Base / Final Grading
Asphalt Paving
Backfill Curbs / Seeding / Etc.
Line Striping
AUGER CAST PILINGS
Install Auger Cast Test Piles (N.E. Corner)
Load Test Auger Cast Piles
Load Test Results
Production Pile Installation (Start S.W. Corner)
Pile Installation (A1 - D1)
Pile Installation (E2 - A2)
Pile Installation (A3 - C3)
Project: 1208 Updated Schedule (NT
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 2


AUGUSTA VAMC PARKING GARAGE
Project: 1206 - Updated Schedule (NT
Date: Mon 7/14/14
Task
Milestone
Rolled Up Critical Task
Split
External Tasks
Group By Summary
Critical Task
Summary
Rolled Up Milestone
Deadline
Progress
Rolled Up Task
Rolled Up Progress
Project Summary
Page 3


AUGUSTA VAMC PARKING GARAGE
WALKWAYS / CANOPIES
Pedestrian Canopy Footings & Sidewalks (West Side)
Pedestrian Canopy Footings & Sidewalks (South Side)
Pedestrian Canopy Footings & Sidewalks (East Side)
Pedestrian Canopy Erection
Domed Canopy Erection
LEVEL 1 & RAMP
R.I. Underground Plumbing (Drainage)
R.I. Electrical
Sd / Four Pipe Bollards
Fine Grade
FRP Slab on Grade
Saw Cut Control Joints
CMU Walls (Elec. / Elev. Equip. / Office)
R.I. Overhead Electrical
R.I. Level 2 Drainage
Install Light Fixtures
Install Doors & Hardware
Install Mist Spill Systems
Paint CMU Walls
LEVEL 2 & RAMP
Install Light Wall Opening Closures
Install Floor Drains
R.I. Level 3 Drainage
Prep / Pour Stair Landings
Prep / Pour Stair Wash Areas
Install Handrail
CMU Walls @ Electrical Room
R.I. Overhead Electrical
R.I. 3rd Floor Electrical
Page 4


AUGUSTA VAMC PARKING GARAGE
Install Light Fixtures
LEVEL 3
Install Light Wall Opening Closures
Install Floor Drains
Prep / Pour Stair Landings
Prep / Pour Wash Areas
Install Handrail
Prep / Pour Light Pole Bases
Install Storefront
ELEVATORS
Elevator Equipment Room Openings / Power / Etc
Install Elevator Equipment
Install Elevator Cabs
Elevator Test / Start-Up
Elevator Inspection
PARKING STRIPING / SIGNAGE & BARRICADES
Pressure Wash Levels 3 - 1 (Prep for Striping)
Line Striping - Level 3
Line Striping - Level 2
Line Striping - Level 1
Install Wheel Stops - Level 1
Install Surface Mounted Pipe Bollards - Level 3
Install Surface Mounted Pipe Bollards - Level 2
Install Parking Signage
Substantial Completion (Pre-Final)
Final Completion

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	09/10/2014	1401-220511-007

4. PRIME CONTRACTOR			5. SUBCONTRACTOR		
a. NAME			a. NAME		
Restoration Specialists, LLC			Southern Atlantic Mechanical Co.		
b. STREET ADDRESS			b. STREET ADDRESS		
1020-B East Montague Ave.			3770 Fernandina Road		
c. CITY	d. STATE	e. ZIP CODE	c. CITY	d. STATE	e. ZIP CODE
Charleston	SC	29405	Columbia	SC	29210

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 all plumbing and mechanical work as detailed in the 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
Todd Brunink		
15b. TITLE OF PERSON SIGNING		
Estimator		

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 30904	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	(4) DAY AND DATE — HOURS WORKED EACH DAY:							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS: FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
			O																
			O																
			O																
			O																
			O																
			O																
			O																
			O																

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RS00914

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)(i) 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 locally 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

_____ (Contractor or Subcontractor) on the

Charlie Norwood VAMC Parking Garage (Building or Work); that during the payroll period commencing on the

_____ 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

_____ (Contractor or Subcontractor) from the full

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 (40 Stat. 948; 63 Stat. 108; 72 Stat. 967; 76 Stat. 357; 40 U.S.C., § 3145), and described below:

_____

_____

_____

_____

(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.

(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.

1469

RS00915

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 calendar 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.

[2] 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) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee [1] 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 [1]
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]

[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 parenthesis 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)

[X] 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) Station #: 509

(H) Investigation Level (SAC/Low/Moderate/High):

(M) Network Access (Y/N): N

(I) Contract Company Name (Subcontractor):

(J) Contract Company Address:

(K) Contractor POC Name & Phone:

(L) Contractor POC Email:

(N) Contracting Officer Signature:

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 *

(A) Full Legal Name (First Middle Last):

(B) Date of Birth (MM/DD/YYYY):

(C) Social Security Number:

(D) Citizenship: (US Citizen, Naturalized, Non-Citizen)

(E) Assigned Duty Station: Charlie Norwood VAMC

(F) Address of Assigned Duty Station: 950 15th Street, Augusta, GA 30901

(G) VA.GOV Email Address:

(H) Gender:

(I) Race:

(J) Height:

(K) Weight:

(L) Eye Color:

(M) Hair Color:

(N) Place of Birth (City, State, Country):

(O) Position Title:

(P) Contractor Company Name:

(Q) 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.)

Ⓐ **Contracting Officer Name & Phone:** Please list the post-award contracting officer or specialist handling this task order and phone number.

Ⓑ **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.

Ⓒ **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.

Ⓓ **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 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.

Ⓕ **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.

Ⓖ **SSN:** Please provide complete social security numbers for all individuals listed.

Ⓗ **Email Address:** Please provide a valid email address for all individuals. This email address will be provided for EQIP communication.

Ⓘ **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. 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?

☐ YES ☐ NO (If "NO", provide country of citizenship)

4. DATE OF BIRTH (MM/DD/YYYY)

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 18 years of age, civil service employment law (5 U.S.C. 3326) 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

8. 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

Additional 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: _____ Date _____
(Sign in ink)

17b. Appointee's Signature: _____ Date _____
(Sign in ink)

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.

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
VF-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

VAMC Parking Structure
Augusta, Georgia

AS-312	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
AS-651	WAYFINDING PLAN - SITE
AS-652	WAYFINDING PLAN - TIER 1 ACCESSIBLE PARKING
AS-653	WAYFINDING PLAN - TIER 1
AS-654	WAYFINDING PLAN - TIER 2
AS-655	WAYFINDING PLAN - TIER 3
AS-656	WAYFINDING PLANS - CIRCULATION TOWERS
AS-657	WAYFINDING DETAILS
AS-658	WAYFINDING DETAILS
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PL-110	BUILDING PLAN - 1ST TIER - PLUMBING
PL-111	BUILDING PLAN - 2ND TIER - PLUMBING
PL-112	BUILDING PLAN - 3RD TIER - PLUMBING
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PL-201	3RD TIER 3D PLUMBING VIEW
MH-001	INDEX, LEGEND, GENERAL NOTES, SCHEDULES - MECHANICAL
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MH-111	BUILDING PLAN - 2ND TIER - MECHANICAL
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ES-002	ELECTRICAL SITE PLAN - DEMOLITION
ES-100	ELECTRICAL SITE PLAN
ES-101	FIRST LEVEL PLAN - ELECTRICAL
ES-102	SECOND LEVEL PLAN - ELECTRICAL
ES-103	THIRD LEVEL PLAN - ELECTRICAL
ES-201	FIRST LEVEL PLAN - SECURITY
ES-202	SECOND LEVEL PLAN - SECURITY
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FAX No.
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V22 KR emailed
SCANNED

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER:
Restoration Specialists LLC
1020-B East Montauge Ave.
N. Charleston SC 29405

PROJECT:
Charlie Norwood VAMC PG
950 15th Street
Augusta GA 30901
Job No: 14064256
Client PO: 1401-055000-009
Contract No:
CONTRACT FOR:

FROM CONTRACTOR:
Tendon Systems,LLC.
1255 Buford Highway
Suite 204
Suwanee GA 30024

APPLICATION: 1
PERIOD TO: 01/21/2015
PROJECT NOS:
VIA ARCHITECT:
CONTRACT DATE: 09/09/2014

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 is attached.

1. ORIGINAL CONTRACT SUM:		$18,800.00
2. Net change by Change Orders:		$0.00
3. CONTRACT SUM TO DATE (Line 1+2):		$18,800.00
4. TOTAL COMPLETED AND STORED TO DATE: (Column G on G703)		$2,500.00
5. RETAINAGE:		
a. 0.00 % of Completed Work (Column D+E on G703)	$0.00	
b. 0.00 % of Stored Material (Column F on G703)		
Total Retainage (Lines 5a+5b or Total in Column I of G703)		$0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$2,500.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from Prior Certificate)		$0.00
8. CURRENT PAYMENT DUE		$2,500.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		$16,300.00

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

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

CONTRACTOR:
By: Date: 01/21/2015
Authorized Signature: April Smith

NOTARY PUBLIC:
State of: Georgia County of: Richmond
Subscribed and sworn to before me this 21 day of January
My Commission Expires: 08/28/16

OFFICIAL SEAL
LISA MOORE
Notary Public, Georgia
FULTON COUNTY
acting in Gwinnett
My Commission Expires
AUGUST 28, 2016

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED.....$ _____

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

ARCHITECT:

By: _____ Date: _____

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

CONTINUATION SHEET

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

APPLICATION NUMBER: 1
APPLICATION DATE
PERIOD TO: 01/21/2015

ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G	H	I		J	K
ITEM NO	DESCRIPTION OF WORK	SCHEDULED VALUE	Changes	New Total	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (G-C)	RETAINAGE (IF VARIABLE RATE)
					FROM PREVIOUS APPLICATION (D+E	THIS PERIOD					
	ENGINEERING/SHOP D	2,500.00		2,500.00		2,500.00		2,500.00	100.00		
	BC MATERIALS	13,000.00		13,000.00						13,000.00	
	BC LABOR	3,300.00		3,300.00						3,300.00	
	Totals:	**18,800.00**		**18,800.00**		**2,500.00**		**2,500.00**	**13.30**	**16,300.00**	

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(5)

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

RECEIVED
SEP 06 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

RECORD ON APPEAL
VOLUME IV 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

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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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)

Tendon Systems, LLC
7701 Chattsworth Road
Midland, GA 31820
Phone: (706) 256-0300 Fax: (706) 569-6261

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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(2052731745)

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 fabrication and installation of the required cable guard rail system as detailed in the project 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	Commence Work: 3/2/15 Completion Date: 3/9/15

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access to the site. ALL SUBMITTALS FROM SUBCONTRACTORS ARE TO BE SUBMITTED TO RESTORATION SPECIALISTS BY UPLOADING PDF DOCUMENTS TO THE SUBMITTAL EXHANGE SITE.
Schedule: As follows
Submittals: Submittals are due no later than 9/25/14 (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 Eighteen thousand eight hundred dollars and 00/100, ($ 18,800.00), 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. Tendon Systems, LLC Quote dated 4/30/14 (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: 1401-055000-009
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	TENDON SYSTEMS, LLC
CONTRACTOR *(Signature)*	SUBCONTRACTOR *(Signature)*
Dennis Schramm ~~Matt Robbins~~ – Executive Director	MARK W. VAN HORN - REPRESENTATIVE

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(Printed name and title)

(Printed name and title)

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TENDON SYSTEMS LLC

Date: April 30, 2014
Bid Documents: plans by BTA dated 1/28/13

PROPOSAL TO: Palmetto Construction Group, LLC
("BUYER")

Attention: Mr. Matt Robbins **Phone:** 843-971-7156
Email: Matt@pcgllc.net

TENDON SYSTEMS, LLC (TSC) a barrier cable company proposes to perform its contract for Barrier Cable Applications and repair subject to the following terms and conditions. This proposal expires if not accepted within 14 calendar days of the proposal date unless extended in writing. This proposal is contingent upon *TSC's* work and material deliveries being completed by 10/31/2014 and is contingent upon receiving acceptable contract terms and conditions. Completion after that date will subject *TSC's* work to a price increase as stipulated below.

PROJECT: Charlie Norwood Augusta VAMC Garage
Augusta, GA

Upper Level Scope of Work: Barrier Cable: 7,500 LF

- Provide *TSC 270K* ½" **Galvanized Barrier** Cable including tails and reel loss, with (88) standard zinc-plated ***TSC*** donut end anchorages, coiled and tagged for location, delivered FOB jobsite.
- Provide (48) hot-dipped galvanized steel intermediate angles for runs along interior of structure attached with SS expansion anchors
- Provide (88) Jumbo Pocketformers to recess barrier cable anchorage.
- Provide field placement drawings for barrier cable work sealed by registered P.E.
- Provide installation services by installation foreman (certified by PTI's Certification Program for Barrier Cable Installation) to place tension and burnoff all barrier cable.

LUMP SUM CONTRACT AMOUNT: $18,800.00

TAXES & PAYMENT TERMS: <u>All applicable taxes are incorporated into this proposal</u>. Monthly progress billings will be submitted for payment. No retention. Payment will be due by the 15th of the following month, but in no case longer than thirty (30) days from the date of the invoice. Payments not received within 30 days on the invoice date shall be subject to interest at the rate of 1 ½ % per month. If any payment due hereunder is more than fifteen (15) days past due, ***TSC*** shall have the right to suspend further performance or delivery of materials until all obligations have been brought current, without liability for delay claims or damages. If any payment hereunder is more than thirty (30) days past due, ***TSC*** shall have the right to declare this contract terminated and shall be relieved of any further obligations hereunder. Lien and bond rights will be protected.

MATERIAL COST ESCALATION: Due to unstable raw material costs, ***TSC*** reserves the right to increase the price of this contract in the event ***TSC*** experiences raw material increases beyond ***TSC's*** control. Relevant documentation will be provided to support cost escalations. If sufficient supply is available for the entire project Buyer may pre-pay for raw material at current market price and have it delivered to the warehouse at the earliest possible date for later use on his specific project to avoid this potential cost escalation.

DELIVERY: Equipment and material will be available for delivery in full truckloads 10 days after receipt of approved field installation drawings and agreed upon written schedule and will occur during normal working hours unless, for the convenience of the Buyer, loading operations extend into overtime hours. In which case, Buyer will be responsible for additional labor costs. Up to 2 hours are allowed for unloading materials. Demurrage will be invoiced at the rate of $75.00/hour, per ICC regulations.

TITLE: Title to the material sold hereunder shall remain with *TSC* until payment in full by Buyer; provided, however that all material shall be held at the Buyers risk after delivery to the jobsite.

EXCLUSIONS:

- Anchor bolts, column sleeves, structural steel embeds, plates, special end anchorages, and grades.
- Labor to install any embedded item.
- Concrete materials and labor for patching stressing pockets or blockouts.
- Testing and inspection.
- Permits, bonds, and liquidated damages.
- Subcontractor will not be responsible for theft, loss or damage to materials or his work that is done or caused by others.
- Subcontractor will not be responsible for cleanup of work by others.
- Any item not specifically included under "Scope of Work".

SCHEDULE CONDITIONS / MOBILIZATIONS:

- Total Price is based on *TSC* being able to perform its work with 1 or less move-in(s). For each additional move-in required of TSC, add $1,200.00 to the Total Price. (A "move-in" is defined as the commencement of work after a cessation of work for 1 or more work days.)
- Installation of material can commence within 4 weeks of receipt of approved shop drawings and fully executed contract, per a mutually agreed upon written schedule.

SPECIAL CONDITIONS/BUYER SHALL PROVIDE FOR BARRIER CABLE INSTALLATION:

- Above prices are predicated on a project schedule that allows *TSC* mobilization and reasonable continuity of work, based on a normal 40 hour work week without the necessity for overtime, weekend or shift work. Any overtime work requested by Contractor due to outside causes, as a result of delays to the schedule beyond the Subcontractors control or caused by others, shall be worked only when Contractor agrees to pay the direct premium time costs to the Subcontractor, without retainage.
- When delays to the Subcontractor's work by Contractor (which results in additional mobilization costs) occur, said verified costs shall be paid by Contractor.
- OSHA approved work platforms/areas where access is not available, scaffolding, safety rails/cables, etc.
- General contractor will provide adequate crane service with rigging for unloading and moving material to the point of use as required.
- *TSC* will be protected under Builders Risk Insurance furnished by Contractor or Owner "as our interests may appear".
- *TSC* will provide Certificate of Insurance with *TSC* standard insurance limits.
- Anchor cavities and column sleeves must be free of grout and concrete and aligned correctly ready to receive barrier cable before *TSC* will install.
- Access to all floors must be provided for a *TSC* vehicle.
- Storage for materials will be provided by Contractor.
- Power must be furnished within 200 feet of *TSC* work area.
- *TSC* will not be responsible for maintaining stressing records.

SUBMITTED BY:

Jeremy Northington (706) 256-0300 ext 224
Barrier Cable Sales and Project Manager
Email: JNorthington@tendonllc.com

ACCEPTANCE: The above proposal, including *TSC* General Terms and Conditions and Standard Equipment Lease Agreement and all documents incorporated herein, shall constitute a contract when executed by each party below, or when Buyer gives *TSC* Written or Oral notice to proceed, whichever occurs first.

BUYER: Restoration Specialists, LLC	TENDON SYSTEMS, LLC
BY: Matt Robins	BY:
Title: Executive Director	Title: Representative
Date: 9/9/14	Date: 11/25/14

Statement

Tripp Land Surveying, Inc.
916 Dougherty Road
Aiken, SC 29803

Date
2/17/2015

To:
Restoration Specialists 1020-B East Montague Ave. N. Charleston, SC 29405

Amount Due	Amount Enc.
$4,301.25	

Date	Transaction	Amount	Balance
12/02/2014	VA Garage DowntownAugusta1401-010000-017:14234B Control- INV #11649. Due 01/01/2015. Orig. Amount $2,066.25. Vicki	2,066.25	2,066.25
12/15/2014	VA Garage DowntownAugusta1401-010000-017:14234F1 Stake Piles Elevations- INV #11656. Due 01/14/2015. Orig. Amount $162.50.	162.50	2,228.75
01/09/2015	VA Garage DowntownAugusta1401-010000-017:14234F2 Layout Column Lines- INV #11683. Due 02/08/2015. Orig. Amount $847.50.	847.50	3,076.25
01/29/2015	VA Garage DowntownAugusta1401-010000-017:14234F3 Layout Column Lines (JackEllison)- INV #11704. Due 02/28/2015. Orig. Amount $1,225.00. Vicki	1,225.00	4,301.25

CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
1,225.00	847.50	2,228.75	0.00	0.00	$4,301.25

AIA® Document A401™ – 2007

Standard Form of Agreement Between Contractor and Subcontractor

AGREEMENT made as of the 18th day of November 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)

Tripp Land Surveying, Inc.
916 Dougherty Road
Aiken, SC 29803-6515
Phone: (803) 642-5779 Fax: (803) 649-5381

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.

Tripp Land Surveying, Inc. will perform the services requested at the hourly rates and terms on the attached quote on Page 16.

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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.

Tripp Land Surveying will be paid by Subcontractor 30 days from date of invoice.

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. N/A
(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. N/A

§ 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 Survey Service requirements 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	When the contractor or their representative requests work to be performed it will be their responsibility to forward us the most recent drawings necessary to perform our services.

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BE SUBMITTED TO RESTORATION SPECIALISTS BY UPLOADING PDF DOCUMENTS TO THE SUBMITTAL EXHANGE SITE. N/A
Schedule: As follows
Submittals: Submittals are due no later than 10/10/14 (submitted electronically via. Submittal Exchange) N/A

, 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. N/A

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 Ten thousand dollars and 00/100; ($10,000.00); subject to additions and deductions as provided in the Subcontract Documents. Payments will be made at the hourly rates stated on the attached document (Page 16).

§ 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.)
Services are not contracted at a lump sum rate. Services will be paid at the hourly rates stated in the attached document on Page 16.

§ 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.
Payment for each invoice will be due and paid 30 days from the date of the invoice.

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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:

Payment for each invoice will be due and paid 30 days from the date of the invoice.

§ 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.

Payment for each invoice will be due and paid 30 days from the date of the invoice.

§ 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. Payment for each invoice will be due and paid 30 days from the date of the invoice.

§ 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.

An invoice will be submitted 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. N/A

§ 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. N/A

§ 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; N/A

§ 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; N/A

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

§ 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. N/A

§ 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.

Payment for each invoice will be due and paid 30 days from the date of the invoice.

§ 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. No funds will be withheld. Payment for each invoice will be due and paid 30 days from the date of the invoice.

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. Payment for each invoice will be due and paid 30 days from the date of the invoice.
(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. N/A

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:

Tripp Land Surveying Certificate of Insurance was provided to Contractor on 10/28/14.

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.

Tripp Land Surveying Certificate of Insurance was provided to Contractor on 10/28/14.

§ 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.

Tripp Land Surveying Certificate of Insurance was provided to Contractor on 10/28/14.

§ 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. N/A

§ 13.5 The Contractor shall furnish to the Subcontractor satisfactory evidence of insurance required of the Contractor under the Prime Contract. Tripp Land Surveying Certificate of Insurance was provided to Contractor 10/28/14.

§ 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. N/A

§ 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. N/A

§ 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. N/A

§ 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. N/A

§ 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: N/A

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

§ 14.2 Specific working conditions: N/A
(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.) See Tripp Land Surveying Contract Attached on Page 16.

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%

(Paragraphs deleted)
§ 15.3 Retainage and any reduction thereto are as follows: N/A

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. Tripp Land Surveying, Inc. Quote (copy attached)
2. Preliminary Project Schedule (copy attached)
3. Standard Form 1413 (copy attached)
4. Certified Payroll Template (copy attached) N/A
5. W-9 Template (N/A Received) Emailed 11/05/14
6. Employee Badge Forms (copy attached)
7. Drawings and Specification List (copy attached)
8. Certificate of Insurance Emailed 11/05/14

This Contract / P.O. Number will be: 1401-010000-017
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	TRIPP LAND SURVEYING, INC.
CONTRACTOR *(Signature)*	SUBCONTRACTOR *(Signature)*
Dennis Schumm – Executive Director	William R. Tripp, President
(Printed name and title)	*(Printed name and title)*

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TRIPP LAND SURVEYING, INC.
COMMERCIAL • RESIDENTIAL • INDUSTRIAL
CONSTRUCTION • TOPOGRAPHICAL • SUBDIVISIONS
SURVEYING IN GA AND SC SINCE 1964
916 DOUGHERTY ROAD, AIKEN, SC 29803-6515
OFFICE: (803) 642-5776 FAX: (803) 649-5381
E-MAIL: btripp@gforcecable.com

October 28, 2014

Hourly Rates & Terms for Survey Services

Clients Name & Address: **Palmetto Construction Group, LLC**
Attn: Barry
2265 Clements Ferry Rd, Suite 204
Charleston, SC 29492

Location of Work: **Augusta Downtown VA Hospital Garage**

Phone Number(s): Cell: (843-296-3931) Office: (843) 971-7156, Fax: (843) 971-3775
E-Mail: barry@pcgllc.net

Services Requested: **Construction Staking**

Hourly Rates:

$ 130.00	Field Crew (Mon. – Fri. Morning)
$ 165.00	Field Crew Overtime (Fri. Afternoon, Sat. & Sun.)
$ 155.00	GPS Field Crew (Mon. – Fri. Morning)
$ 60.00	AutoCAD
$ 65.00	Computer Computations & Analysis
$ 40.00	Court Records Research
$ 35.00	Office personnel/Word Processor/Data Entry/Report Prep
$ 60.00	Orientation
$ 70.00	Survey Tech

Hours of Work at Regular Rate: Monday thru Thursday 7:00 AM to 5:00 PM
Friday 7:00 AM to 12 Noon

Terms:
(1) 48-hours minimum notice is required when worked is needed at site.
(2) 2.5 hours minimum for Field Crew to go to site. (Time begins when crew leaves the office.)
(3) Payment is expected after each job request is completed, or paid on a weekly basis depending on length of job.
(4) Invoices not paid within 20 days will incur a finance charge of 1.5% per month on the unpaid balance. The client will be responsible for the cost and expense (including reasonable attorney's fees) incurred by the surveyor for the collection of overdue sums.

By signing below, I agree that Tripp Land Surveying, Inc. will perform the services requested at the cost and terms stated. If we have not received signed contract and work is requested this contract is considered authorized and payment(s) will be made in accordance with this contract.

Authorized Signature — Dennis Schumm (Please Print Name) — 12/2/14 (Date)

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: March 5, 2015

OWNER: ☐
ARCHITECT: ☐
CONTRACTOR: ☐
FIELD: ☐
OTHER: ☒

TO SUBCONTRACTOR *(Name and address)*:
Tupperway Siteworks, LLC
125 White Fence Lane
Summerville, SC 29483

ARCHITECT'S CONTRACTOR'S PROJECT NUMBER:
1401-312000-001
SUBCONTRACT DATE: July 1, 2014
SUBCONTRACT FOR: Sitework

THE SUBCONTRACT IS CHANGED AS FOLLOWS:
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)
This change order is for the following:
Mucking, construction of access road and overtime to complete backfill before March 16, 2015.

The original Subcontract Sum was	$	1,012,828.00
The net change by previously authorized Change Orders	$	0.00
The Subcontract Sum prior to this Change Order was	$	1,012,828.00
The Subcontract Sum will be increased by this Change Order in the amount of	$	20,000.00
The new Subcontract Sum including this Change Order will be	$	1,032,828.00

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~~.

TUPPERWAY SITEWORKS, LLC ~~ARCHITECT~~ SUBCONTRACTOR *(Firm name)*	RESTORATION SPECIALISTS, LLC CONTRACTOR *(Firm name)*	~~OWNER (Firm name)~~
125 White Fence Lane Summerville, SC 29483 ADDRESS	1042-A East Montague Ave. Charleston, SC 29405 ADDRESS	~~ADDRESS~~
BY *(Signature)*	BY *(Signature)*	~~BY (Signature)~~
Elias Tupper *(Typed name)*	Dennis Schumm - Executive Director *(Typed name)*	~~(Typed name)~~
DATE	DATE	~~DATE~~

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Change Order

PROJECT *(Name and address)*:	**CHANGE ORDER NUMBER:** 002	OWNER: ☐
Contract No.: VA247-12-C-0035	**DATE:** July 29, 2015	ARCHITECT: ☐
Charlie Norwood VAMC Parking Garage		
950 15th Street		CONTRACTOR: ☐
Augusta, GA 30901		FIELD: ☐
	~~ARCHITECT'S~~ CONTRACTOR'S PROJECT NUMBER:	
TO SUBCONTRACTOR *(Name and address)*:	1401-312000-001	OTHER: ☒
Tupperway Siteworks, LLC	**SUBCONTRACT DATE:** July 1, 2014	
125 White Fence Lane	**SUBCONTRACT FOR:** Sitework	
Summerville, SC 29483		

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:
Additionl asphalt

The original Subcontract Sum was	$	1,012,828.00
The net change by previously authorized Change Orders	$	20,000.00
The Subcontract Sum prior to this Change Order was	$	1,032,828.00
The Subcontract Sum will be increased by this Change Order in the amount of	$	50,000.00
The new Subcontract Sum including this Change Order will be	$	1,082,828.00

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)~~
TUPPERWAY SITEWORKS, LLC	RESTORATION SPECIALISTS, LLC	
125 White Fence Lane Summerville, SC 29483 ADDRESS	1042-A East Montague Ave. Charleston, SC 29405 ADDRESS	~~ADDRESS~~
BY *(Signature)*	BY *(Signature)*	~~BY (Signature)~~
Elias Tupper *(Typed name)*	Justin Holsonback - Project Mgr. *(Typed name)*	~~(Typed name)~~
7/30/15 DATE	July 29, 2015 DATE	~~DATE~~

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Change Order

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

CHANGE ORDER NUMBER: 003
DATE: August 7, 2015

OWNER ☐
ARCHITECT ☒
CONTRACTOR ☐
FIELD ☐
OTHER ☒

TO SUBCONTRACTOR *(Name and address)*:
Tupperway Siteworks, LLC
125 White Fence Lane
Summerville, SC 29483

ARCHITECT'S CONTRACTOR'S PROJECT NUMBER:
1401-312000-001
SUBCONTRACT DATE: July 1, 2014
SUBCONTRACT FOR: Sitework

THE SUBCONTRACT IS CHANGED AS FOLLOWS:
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)
This change order is for the following:
Line striping $500.00
Pressure washing $1,500.00
Additional seal coating $2,232.00

The original Subcontract Sum was	$ 1,012,828.00
The net change by previously authorized Change Orders	$ 70,000.00
The Subcontract Sum prior to this Change Order was	$ 1,082,828.00
The Subcontract Sum will be increased by this Change Order in the amount of	$ 4,232.00
The new Subcontract Sum including this Change Order will be	$ 1,087,060.00

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.

TUPPERWAY SITEWORKS, LLC	RESTORATION SPECIALISTS, LLC	
ARCHITECT SUBCONTRACTOR *(Firm name)*	CONTRACTOR *(Firm name)*	OWNER *(Firm name)*
125 White Fence Lane Summerville, SC 29483	1042-A East Montague Ave. Charleston, SC 29405	
ADDRESS	ADDRESS	ADDRESS
BY *(Signature)*	BY *(Signature)*	BY *(Signature)*
Elias Tupper	Dennis Schumm	
(Typed name)	*(Typed name)*	*(Typed name)*
DATE	August 7, 2015 DATE	DATE

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Change Order

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

CHANGE ORDER NUMBER: 004
DATE: August 24, 2015

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☒

TO SUBCONTRACTOR *(Name and address)*:
Tupperway Siteworks, LLC
125 White Fence Lane
Summerville, SC 29483

ARCHITECT'S CONTRACTOR'S PROJECT NUMBER:
1401-312000-001
SUBCONTRACT DATE: July 1, 2014
SUBCONTRACT FOR: Sitework

THE SUBCONTRACT IS CHANGED AS FOLLOWS:
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)
This change order is for the following:
Removing and installing asphalt per the attached quote from Tupperway Siteworks dated 6/29/15.

The original Subcontract Sum was	$	1,012,828.00
The net change by previously authorized Change Orders	$	74,232.00
The Subcontract Sum prior to this Change Order was	$	1,087,060.00
The Subcontract Sum will be increased by this Change Order in the amount of	$	30,185.00
The new Subcontract Sum including this Change Order will be	$	1,117,245.00

The Subcontract Time will be increased by Zero (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~~

TUPPERWAY SITEWORKS, LLC	RESTORATION SPECIALISTS, LLC	
~~ARCHITECT~~ SUBCONTRACTOR *(Firm name)*	CONTRACTOR *(Firm name)*	~~OWNER (Firm name)~~
125 White Fence Lane Summerville, SC 29483	1042-A East Montague Ave. Charleston, SC 29405	
ADDRESS	ADDRESS	~~ADDRESS~~
~~BY (Signature)~~	BY *(Signature)*	~~BY (Signature)~~
Elias Tupper	Dennis Schumm	
~~(Typed name)~~	~~(Typed name)~~	~~(Typed name)~~
	August 7, 2015	
~~DATE~~	DATE	~~DATE~~

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Change Order

TUPPERWAY SITEWORKS LLC

125 White Fence Lane

Summerville, South Carolina 29483

(843) 832-8801/514-4457 fax (843) 871-9021

Date: ***June 29, 2015*** Job Name: ***Charles Norwood VA Garage Additional asphalt beside front canopy*** Job Location: ***Augusta, GA***

We propose hereby to furnish material and labor – complete in accordance with specifications below, for the sum of **$30,185.00**
Note: This proposal may be withdrawn by us if not accepted within 30 days.

Authorized Signature:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications below involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strike accidents or delays beyond our control. Owner is to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

We hereby submit specifications and estimates for:

1) Installing 555sy of asphalt 2 inches thick=$8,325.00
2) Installing rock base 6 inches thick under asphalt=$4,980.00
3) Hauling and demo of 555sy of asphalt including underneath existing canopy=$5,500.00
4) Removal of 4 inches to 6 inches of base material that is underneath existing asphalt and storing on-site=$1,000.00
5) Hauling of 120cy of dirt that is under existing base= $1,280.00
6) Rough grading area to sub-grade and installing rock base=$5,100.00
7) Final grade of base material to prep for asphalt includes grading underneath existing canopy="$4,000.00
8)

Note : You will need to add 8 days to existing schedule to do this.

The following exclusions apply:
Does not include any SWAPP inspections.
Does not include: installing asphalt patch in the street were sewer and water cross road.
Does not include; Sewer services or water services or waste water holding tanks.
Does not include; mucking out and filling of unsuitable material below top 6".
We are not responsible for obtaining permits needed for job.
We are not responsible for moving utility lines, utility work.
Does not include; any landscaping of primary areas.
Does not include; Removal of any fuel tanks on site.
Does not include; removing any sewer or water lines.
Does not include installing blue stone, granite curb or concrete associated with it.
Does not Include; any pump stations of piping associated with it.
Does not include any dewatering of site or removing contaminate soils.
Does not include; Installing any kind of decorative fence or removing of any fences.
Does not include; electrical equipment concrete pads, Bike racks, seating areas, benches, Pipe bollards.
Does not include; removing or installing any electrical, telephone, or fiber optic lines.

Muck and fill price=$25.00 cuyd
57 stone fill=$60.00 cuyd

Price is contingent on AIA401 subcontract agreement or another subcontract agreement, mutually agreeable.

Acceptance of Proposal– The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

AIA® Document A401™ – 2007

Standard Form of Agreement Between Contractor and Subcontractor

AGREEMENT made as of the 1st day of July 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)

Tupperway Siteworks, LLC
125 White Fence Lane
Summerville, SC 29483
Phone: (843) 832-8801/514-4457 Fax: (843) 871-9021

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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(1499100737)

Pensacola, FL 32502

The Contractor and the Subcontractor agree as follows.

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TABLE OF ARTICLES

1 THE SUBCONTRACT DOCUMENTS

2 MUTUAL RIGHTS AND RESPONSIBILITIES

3 CONTRACTOR

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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 ( ) days after the Subcontractor's Date of Commencement.

(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
Phase I – Installing Silt fence, and temporary construction entrance; Installing light duty asphalt along with rock base; installing 18 inch curb and gutter, line striping parking lot; installing signs; installing storm drain, rip rap; grading site to proper sub grade for asphalt and base material using on-site materials; stripping site of 6 inches of organic materials clearing lot of trees; demo of sidewalks; final dress up of site.	Phase I Substantial Completion – 9/2/2014 Phase II Substantial Completion – 4/1/15

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Phase II – Installing silt fence; tree barricade; removing asphalt parking lot; demolishing concrete, and demoing storm drain that is shown on the drawings; grading site to proper sub-grade for building pad using on-site fill and off-site fill; installing new asphalt paving; base material under asphalt; new concrete curb; sidewalks; signs; parking bumpers. line stripping; new storm drain & catch basins; Quality control storm water structure; Thermoplastic; final dress up of site.

, 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 Phase I – Five hundred twenty three thousand three hundred four dollars and 00/100, Phase II – Four hundred eighty nine thousand five hundred twenty four dollars and 00/100 Total Contract ($ 1,012,828.00), 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

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or Subcontractor for which payment was made to the Contractor by the Owner or to the Subcontractor by the Contractor, as applicable. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor or Subcontractor, shall create any fiduciary liability or tort liability on the part of the Contractor or Subcontractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor or Subcontractor for breach of the requirements of this provision.

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

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

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

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

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

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

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

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

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

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

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

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§ 11.9 SUBSTANTIAL COMPLETION

When the Subcontractor's Work or a designated portion thereof is substantially complete and in accordance with the requirements of the Prime Contract, the Contractor shall, upon application by the Subcontractor, make prompt application for payment for such Work. Within 30 days following issuance by the Architect of the certificate for payment covering such substantially completed Work, the Contractor shall, to the full extent allowed in the Prime Contract, make payment to the Subcontractor, deducting any portion of the funds for the Subcontractor's Work withheld in accordance with the certificate to cover costs of items to be completed or corrected by the Subcontractor. Such payment to the Subcontractor shall be the entire unpaid balance of the Subcontract Sum if a full release of retainage is allowed under the Prime Contract for the Subcontractor's Work prior to the completion of the entire Project. If the Prime Contract does not allow for a full release of retainage, then such payment shall be an amount which, when added to previous payments to the Subcontractor, will reduce the retainage on the Subcontractor's substantially completed Work to the same percentage of retainage as that on the Contractor's Work covered by the certificate.

ARTICLE 12 FINAL PAYMENT

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

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

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

ARTICLE 13 INSURANCE AND BONDS

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

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

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

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

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concerning reduction of coverage is not furnished by the insurer, it shall be furnished by the Subcontractor with reasonable promptness according to the Subcontractor's information and belief.

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

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

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

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

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

§ 13.8 PROPERTY INSURANCE

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

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

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

§ 13.9 WAIVERS OF SUBROGATION

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

ARTICLE 14 TEMPORARY FACILITIES AND WORKING CONDITIONS

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

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

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

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ARTICLE 15 MISCELLANEOUS PROVISIONS

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

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

%

(Paragraphs deleted)

§ 15.3 Retainage and any reduction thereto are as follows:

0% (zero)

(Paragraph deleted)

ARTICLE 16 ENUMERATION OF SUBCONTRACT DOCUMENTS

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

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

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

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

Modification	Date

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

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

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

1. Tupperway Quote Dated 6/30/14 (Phase I – Uptown Temporary Lot) $523,304.00 (copy attached)
2. Tupperway Quote Dated 5/7/14 (Phase II – Downtown Parking Garage Sitework) $489,424.00 (copy attached)
3. Standard Form 1413 (copy attached)
4. Certified Payroll Template (copy attached)
5. W-9 Template (copy attached)

This Contract / P.O. Number will be: 14-312000-001
This Contract / P.O. # is to be referenced on all billings / invoices / submittals, etc.

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

RESTORATION SPECIALISTS, LLC	TUPPERWAY SITEWORKS, LLC
CONTRACTOR *(Signature)*	SUBCONTRACTOR *(Signature)*
Matt Robbins -- Executive Director	Elvie Tupper Jr. Owner
(Printed name and title)	*(Printed name and title)*

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Change Order

TUPPERWAY SITEWORKS LLC

125 White Fence Lane

Summerville, South Carolina 29483

(843) 832-8801/514-4457 fax (843) 871-9021

Date: ***June 30, 2014*** Job Name: ***Charles Norwood Temporary Parking Lot***

Job Location: ***Augusta, GA***

We propose hereby to furnish material and labor – complete in accordance with specifications below, for the sum of: **$523,304.00**
Note: This proposal may be withdrawn by us if not accepted within 30 days.

Authorized Signature:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications below involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strike accidents or delays beyond our control. Owner is to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

We hereby submit specifications and estimates for:

Price includes installing silt fence, and temporary construction entrance;Installing light duty asphalt along with rock base; installing 18 inch curb and gutter, line striping parking lot ; installing signs; Installing storm drain, rip rap; grading site to proper sub grade for asphalt and base material using on-site and off-site materials; stripping site of 6 inches of organic materials; clearing lot of trees; demo of sidewalks; final dress up of site.

(See attached Spread Sheet)

The following exclusions apply:
Does not include supplying or installing trench drain.
Does not include Demo or replacement of where sewer or water utilities cross existing asphalt road.
Does not include brick columns or fence around dumpster pad .
Does not include brick pavers or base material for pavers.
Does not include any SWAPP inspections.
Does not include: installing asphalt patch in the street were sewer and water cross road.
Does not include; Sewer services or water services or waste water holding tanks..
Does not include; mucking out and filling of unsuitable material below top 6".
We are not responsible for obtaining permits needed for job.
We are not responsible for moving utility lines, utility work.
Does not include; any landscaping of primary areas.
Does not include: Removal of any fuel tanks on site.
Does not include; removing any sewer or water lines.
Does not include installing blue stone, granite curb or concrete associated with it.
Does not include; any pump stations of piping associated with it.
Does not include any dewatering of site or removing contaminate soils.
Does not include; Installing any kind of decorative fence, retaining walls of any kind, or removing of any fences.
Does not include; electrical equipment concrete pads, Bike racks, seating areas, benches, Pipe bollards.
Does not include; removing or installing any electrical, telephone, or fiber optic lines.

Muck and fill price= $35.00 cuyd
57 stone fill=$60.00 cuyd

Price is contingent on AIA401 subcontract agreement or another subcontract agreement, mutually agreeable.
Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do

the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____

Signature: _____ Signature: _____

Index Date: April 1, 2014 Index Price: 570.50

If the Monthly Bituminous Material index increases or decreases more than 5% over or under the above mentioned price at the time of work, Sanders Brothers Construction Co., Inc. shall provide appropriate documentation so that adjusted compensation can be made. The bid items in this proposal shall remain the same, but the contract unit bid prices for all liquid asphalt cement will be adjusted to compensate for increases or decreases in the Liquid Asphalt Cement Index. This will be in accordance with the South Carolina Department of Transportation Supplemental Specification dated April 10, 1991, and the monthly index can be found at www.dot.state.sc.us/doing/monthlyindexes.asp.

Tupperway Siteworks
VA garage temp parking

Silt Fence	feet	1450
Tree Barricade	feet	0
pond skimmer	units	0
sediment tubes	units	5
porious Baffle	units	0
check dam	units	8
Temp. const. Entrance	units	2
Diversion berm	units	0
Storm box protection	units	1
prime coat	Sq-yd	0
Asphalt Light Duty 2 in	Sq-yd	11530
Asphalt heavy Duty 3.5in	Sq-yd	0
DOT ASPHALT	Sq-yd	0
basket ball court	Sq-yd	0
rock base 6in	Tons	3900
Rock Base 8in	Tons	0
57 granite	Tons	750
access drive 6in	Tons	0
curb and gutter 18 inch	feet	186
sidewalk DOT 6x6 wire	Sq-ft	0
Mirafi 500 fabric	units	0
ribbon curb 12x12	feet	0
concrete flume	feet	1329
Turn-down sidewalk	feet	0
Sidewalk sq-ft 6in	Sq-ft	0
Curb and gutter 24"	feet	0
detectable warning systems	feet	0
concrete median	units	0
plantion mix	Tons	0
dumpster pad	Sq-ft	0
concrete courtyard	Sq-ft	0
demo of Concrete & footers	units	10
Demo of brick	units	0
tree trash hauled	units	2
saw cutting	units	100
Removal of Base material	units	0
Demo of ASPHALT	units	0
C&D trash building	units	0
Demo block wall	units	0
removal of storm pipe	units	3
removal of chain link fence	units	0
Parking Bumpers	units	304
Signs	units	2
Rip Rap	loads	160
removing Const Entrance	units	2

concrete steps	units	0
hydro seeding	acres	2.5
ersion fabric	Sq-yd	700
Line striping	units	1
Thermoplastic		0
grass pave	Sq-ft	0
soil drains	feet	0
HDPE PIPE 6"	feet	0
HDPE PIPE 8"	feet	0
HDPE PIPE 10"	feet	0
HDPE PIPE 12"	feet	0
HDPE PIPE 15"	feet	0
HDPE PIPE 18"	feet	0
RCP PIPE 36"	feet	56
RCP PIPE 30"	feet	82
RCP PIPE 15"	feet	0
RCP PIPE 12"	feet	0
ARCH RCP 30in	feet	0
ARCH RCP 18in	feet	0
ELL RCP 14x20	feet	0
PVC PIPE 8"	feet	0
PVC PIPE 10"	feet	0
DIP PIPE 6" storm drain	feet	0
DIP PIPE 8"	feet	0
DIP cleanouts	units	0
FES pipe 18"	units	0
roof drain parts	units	0
PVC PARTS	units	0
Curb Inlets	units	0
conflict box	units	0
Catch Basin	units	0
Storm manhole	units	0
Type 16 storm box	units	0
storm tech manhole	units	0
out fall structure	units	1
rock for truck well	Tons	0
Rock for storm drain	Tons	20
fabric for storm drain	units	0
Yard Inlets	units	0
core holes	units	0
tieing into existing drain	units	1
raising catch basin lids	units	0
Convert storm drain box	units	0
trash rack	units	0
Topsoil offsite fill	Cu-yd	4323
mucking out 2ft	Cu-yd	0
Total fill required	Cu-yd	0
Sidewalk fill	Cu-yd	0
parking lot fill	Cu-yd	8900

Striping topsoil cut	Cu-yd	4572	
parking lot cut	Cu-yd	6205	
building pad fill	Cu-yd	0	
truck well cut	Cu-yd	0	
pond cut #2	Cu-yd	0	
off site fill	Cu-yd	2300	
Hauling dirt off-site	Cu-yd	0	
subtotal			$333,304.00

LABOR			
Rough Grading	days	28	
Building Pad	days	0	
Demo	days	3	
clearing	acres	0	
Rough Rock	days	17	
Final grading	days	15	
Layout	days	8	
Final dress-up	days	7	
installing grass pavers	days	0	
Grade for sidewalks	days	1	
truck well	days	0	
mobilization	days	0	
testing	days	0	
AGG		13	
digging pond	days	3	
traffic control	days		
subtotal			$190,000.00

total of job	$523,304.00

Proposal

TUPPERWAY SITEWORKS LLC

125 White Fence Lane

Summerville, South Carolina 29483

(843) 832-8801/514-4457 fax (843) 871-9021

Date: *May 7, 2014* Job Name: ***Charles Norwood Parking garage***

Job Location: ***Augusta, GA***

We propose hereby to furnish material and labor – complete in accordance with specifications below, for the sum of: **$489,524.00**
Note: This proposal may be withdrawn by us if not accepted within 30 days.

Authorized Signature:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications below involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strike accidents or delays beyond our control. Owner is to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

/

We hereby submit specifications and estimates for:

Price includes installing silt fence; tree barricade; removing asphalt parking lot; demolishing concrete, and demoing storm drain that is shown on the drawings; grading site to proper sub-grade for building pad using on-site fill and off-site fill; installing new asphalt paving; base material under asphalt; new concrete curb; sidewalks; signs; parking bumpers, line stripping; new storm drain & catch basins; Quality control storm water structure; Thermoplastic; final dress up of site.

Price was increased in Asphalt light duty went up $2.00sy; Asphalt heavy duty went price went up $7.50sy; Asphalt Demo went up $0.50sy; Stone price went up $1.50 per ton; Concrete curb went up $0.50 per linear foot; Concrete sidewalk went up $0.25 a sqaure yard; Asphalt seal coating went up $0.25sy; thermoplastic went up $500.00; Concrete pipe went up a $1.00 a linear foot; Ductile iron pipe went up $5.00 a linear foot; Concrete catch basins went up $100.00 per box; The Water Quality unit went up $800.00; Topsoil cost went up a $1.50 a cuyd of dirt; Fill dirt and hauling dirt off of site went up $1.00 a cuyd; Tupperway Siteworks operating cost went up $5,700.0 do to fuel cost and operating expenses.

(See attached Spread Sheet)

The following exclusions apply:
Does not include; Installing any decorative asphalt, CMU walls,or Chain link fencing.
Does not include: installing asphalt patch in the street were sewer and water cross road.
Does not include; Sewer services or water services or waste water holding tanks..
Does not include; mucking out and filling of unsuitable material below top 6".
We are not responsible for obtaining permits needed for job.
We are not responsible for moving utility lines, utility work.
Does not include; any landscaping of primary areas.
Does not include; Removal of any fuel tanks on site.
Does not include; removing any sewer or water lines.
Does not include installing blue stone or concrete associated with it.
Does not include; any pump stations of piping associated with it.
Does not include any dewatering of site or removing contaminate soils.
Does not include; Installing any kind of decorative fence or removing of any fences.
Does not include; any plant materials, river rock, or special dirt mix for Bio-Swale .
Does not include; electrical equipment concrete pads, Bike racks, seating areas, benches, Pipe bollards.
Does not include; removing or installing any electrical, telephone, or fiber optic lines.
Does not include; supplying or installing Cistern tank.
Rock removal=$3000.00 cuyd

Muck and fill price= $35.00 cuyd
57 stone fill=$50.00 cuyd

Price is contingent on AIA401 subcontract agreement or another subcontract agreement, mutually agreeable.

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____

Signature: _____ Signature: _____

Index Date: October 1, 2013 Index Price: 586.82

The above prices reflect the SCDOT Monthly Bituminous Material index chart based on **October 1, 2013.** The index price for this project is based on **(586.82)** per ton for the liquid asphalt binder. All surcharges for liquid asphalt will be calculated off the current index when the asphalt is placed. This will be in accordance with the South Carolina Department of Transportation Supplemental Specification dated April 10, 1991, and the monthly index can be found at www.dot.state.sc.us/doing/monthlyindexes.asp.

Tupperway Siteworks
Charles Norwood Garage

Silt Fence	**feet**	**800**	**$3.50**	**$2,800.00**
Tree Barricade	feet	150	$3.50	$525.00
orange barricade fence	feet	0	$4.50	$0.00
Kristar floguard	units	0	$900.00	$0.00
	units	0	$1,900.00	$0.00
check dam	units	0	$250.00	$0.00
Temp. const. Entrance	units	2	$600.00	$1,200.00
Diversion berm	units	0	$7,000.00	$0.00
Storm box protection	**units**	**16**	**$50.00**	**$800.00**
asphalt light duty 1.5"	Sq-yd	0	$8.50	$0.00
Asphalt Light Duty 2 in	**Sq-yd**	**1819**	**$15.00**	**$27,285.00**
Asphalt heavy Duty 5in	**Sq-yd**	**1387**	**$37.00**	**$51,319.00**
DOT ASPHALT	Sq-yd	0	$65.00	$0.00
	Tons	0	$20.40	$0.00
Rock Base 6in	**Tons**	**640**	**$19.80**	**$12,672.00**
rock base 8in	**Tons**	**630**	**$19.80**	**$12,474.00**
access drive 6In	Tons	0	$22.25	$0.00
Curb and Gutter 24 in"	feet	1900	$14.50	$27,550.00
valley gutter24"	**feet**	**61**	**$16.50**	**$1,006.50**
valley gutter 30"	**feet**	**40**	**$16.50**	**$660.00**
Sidewalk sq-ft 4in	**Sq-ft**	**6100**	**$3.50**	**$21,350.00**
valley gutter 36"	**feet**	**65**	**$25.50**	**$1,657.50**
detectable warning system	**units**	**8**	**$250.00**	**$2,000.00**
heavy duty concrete	Sq-ft	0	$6.50	$0.00
Stone 57's	Tons	0	$25.00	$0.00
Handicap parking 6" 4000psi	Sq-ft	0	$8.00	$0.00
Const. Debris from building	units	2	$650.00	$1,300.00
demo of Concrete & footers	units	8	$385.00	$3,080.00
Demo of CURB	units	7	$385.00	$2,695.00
tree trash hauled	units	0	$450.00	$0.00
saw cutting	units	500	$3.25	$1,625.00
Removal of Base material	units	10	$145.00	$1,450.00
Demo of ASPHALT	Sq-yd	12444	$3.00	$37,332.00
removal of chain link fence	units	2	$400.00	$800.00
removal of parking bumpers	units	0	$65.00	$0.00
removal of concrete pipe	units	8	$385.00	$3,080.00
line striping removal	units	1	$750.00	$750.00
Parking Bumpers	units	0	$95.00	$0.00
Signs	**units**	**18**	**$175.00**	**$3,150.00**
Rip Rap	loads	0	$1,800.00	$0.00
removing Const Entrance	units	1	$500.00	$500.00
patching asphalt	Tons	0	$125.00	$0.00
hydro seeding	acres	0	$800.00	$0.00
seal coating	**Sq-yd**	**2030**	**$2.00**	**$4,060.00**
Line striping	units	1	$1,500.00	$1,500.00

Thermoplastic		**1**	**$15,000.00**		**$15,000.00**
stormtech parts	units	0	$23,000.00		$0.00
french drain 4 inch	feet	0	$12.00		$0.00
HDPE PIPE 6" perforated	feet	0	$18.50		$0.00
HDPE PIPE 8"	feet	0	$14.00		$0.00
HDPE PIPE 10"	feet	0	$17.00		$0.00
HDPE PIPE 12"	feet	0	$17.50		$0.00
HDPE PIPE 15"	feet	0	$19.00		$0.00
HDPE PIPE 24"	feet	0	$25.50		$0.00
RCP PIPE 30"	feet	584	$59.00		$34,456.00
RCP PIPE 24"	**feet**	**192**	**$44.00**		**$8,448.00**
RCP PIPE 18"	feet	56	$31.00		$1,736.00
RCP PIPE 15"	feet	16	$28.00		$448.00
RCP PIPE 12"	feet	0	$0.00		$0.00
ARCH RCP 30in	feet	0	$88.00		$0.00
ARCH RCP 24in	feet	0	$78.00		$0.00
ELL RCP 30in	feet	0	$78.00		$0.00
PVC PIPE 8"	feet	84	$15.00		$1,260.00
DIP PIPE 6"	feet	0	$25.00		$0.00
DIP PIPE 16"	feet	40	$75.00		$3,000.00
DIP cleanouts	units	0	$1,200.00		$0.00
FLOWABLE FILL	Cu-yd	0	$95.00		$0.00
modify storm drain boxes	units	1	$400.00		$400.00
PVC PARTS	units	1	$500.00		$500.00
catch basins small	units	6	$1,600.00		$9,600.00
dog house box	units	1	$1,900.00		$1,900.00
storm manhole big	units	6	$2,600.00		$15,600.00
junction box big	units	0	$3,500.00		$0.00
Storm manhole	**units**	**2**	**$2,500.00**		**$5,000.00**
water quality unit	**units**	**1**	**$19,800.00**		**$19,800.00**
Rock for storm drain	**Tons**	**250**	**$27.50**		**$6,875.00**
stone for storm tech	Tons	0	$29.00		$0.00
Yard Inlets	units	3	$250.00		$750.00
Retaining wall	units	0	$20,350.00		$0.00
	Cu-yd	0	$4.50		$0.00
	Cu-yd	0	$8.25		$0.00
	Tons	0	$29.00		$0.00
fabric	units	0	$600.00		$0.00
Topsoil offsite fill	Cu-yd	230	$20.50		$4,715.00
allowance muck and fill	Cu-yd	0	$25.00		$0.00
building pad fill	Cu-yd	0	$9.00		$0.00
Striping topsoil cut	Cu-yd	0	$0.00		$0.00
road fill	Cu-yd	0	$0.00		$0.00
earthquake drain fill	Cu-yd	0	$8.45		$0.00
storm tech cut and fill	Cu-yd	0	$4.50		$0.00
road cut	Cu-yd	0	$0.00		$0.00
off site fill	**Cu-yd**	**2700**	**$11.45**		**$30,915.00**
Hauling dirt off-site	Cu-yd	1000	$11.00		$11,000.00
subtotal				$396,024.00	$396,024.00

LABOR					
Rough Grading	**days**	**9**	**$1,600.00**		**$14,400.00**
Building Pad	days	1	$1,600.00		$1,600.00
Demo	days	6	$1,900.00		$11,400.00
clearing	acres	0	$1,500.00		$0.00
Rough Rock	days	5	$1,600.00		$8,000.00
Final grading	days	6	$1,600.00		$9,600.00
Layout	days	6	$1,600.00		$9,600.00
Final dress-up	days	3	$1,600.00		$4,800.00
installing storm tech	days	0	$1,500.00		$0.00
Grade for sidewalks	days	2	$1,600.00		$3,200.00
	days	0	$1,500.00		$0.00
grading swales	days	0	$1,500.00		$0.00
testing	days	0	$1,500.00		$0.00
AGG		12	$1,600.00		$19,200.00
rental equipment	days	4	$1,800.00		$7,200.00
traffic control	days	3	$1,500.00		$4,500.00
subtotal				$93,500.00	$93,500.00
total of job				$489,524.00	$489,524.00

Additional Option

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: March 5, 2015

OWNER: ☐
ARCHITECT: ☐
CONTRACTOR: ☐
FIELD: ☐
OTHER: ☒

TO SUBCONTRACTOR *(Name and address)*:
Watts & Associates
P.O. Box 21273
Columbia, SC 29221
(803).309-0193

~~**ARCHITECT'S**~~ **CONTRACTOR'S PROJECT NUMBER:**
1401-079200-020
SUBCONTRACT DATE: February 17, 2015
SUBCONTRACT FOR: Waterproofing

THE SUBCONTRACT IS CHANGED AS FOLLOWS:
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)
This change order is for the following:
Green Concrete Liquid Adhesive required for elevator waterproofing.

The original Subcontract Sum was	$	71,740.00
The net change by previously authorized Change Orders	$	0.00
The Subcontract Sum prior to this Change Order was	$	71,740.00
The Subcontract Sum will be increased by this Change Order in the amount of	$	316.00
The new Subcontract Sum including this Change Order will be	$	72,056.00

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

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

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

WATTS & ASSOCIATES	RESTORATION SPECIALISTS, LLC	
~~ARCHITECT~~ SUBCONTRACTOR *(Firm name)*	CONTRACTOR *(Firm name)*	~~OWNER (Firm name)~~
P.O. Box 21273 Columbia, SC 29221	1042-A East Montague Ave. Charleston, SC 29405	
ADDRESS	ADDRESS	~~ADDRESS~~
BY *(Signature)*	BY *(Signature)*	~~BY (Signature)~~
Kip McCoy	Dennis Schumm - Executive Director	
(Typed name)	*(Typed name)*	~~(Typed name)~~
DATE	DATE	~~DATE~~

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User Notes: (1918446975)

Dennis Schumm

From: Kip McCoy <kip@wattswaterproofing.com>
Sent: Tuesday, March 3, 2015 3:25 PM
To: dennis@restspec.com
Subject: Green concrete primer

Watts Waterproofing

http://www.polyguardproducts.com/products/architectural/datasheets/green_concrete_sealant.pdf

Shared via the Google app

I will have to have this shipped in. There is a up charge for this but it can be used on green concrete. The primer and shipping is an additional $316.00. I need to order tomorrow morning to get it here to install Tuesday. Do you want me to order it?
Sent from my iPhone
803-309-0193.

Change order for Green Concrete Liquid Adhesive required for Elevator Waterproofing.

PO Box 21273
Cola 29221

72,056.00

AIA® Document G701™ – 2001

Change Order

PROJECT *(Name and address)*: Contract No.: VA247-12-C-0035 Charlie Norwood VAMC Parking Garage 950 15th Street Augusta, GA 30901	CHANGE ORDER NUMBER: 002 DATE: July 30, 2015	OWNER: ☐ ARCHITECT: ☐ CONTRACTOR: ☐ FIELD: ☐ OTHER: ☒
TO SUBCONTRACTOR *(Name and address)*: Watts & Associates P.O. Box 21273 Columbia, SC 29221 (803) 309-0193	ARCHITECT'S CONTRACTOR'S PROJECT NUMBER: 1401-079200-020 SUBCONTRACT DATE: February 17, 2015 SUBCONTRACT FOR: Waterproofing	

THE SUBCONTRACT IS CHANGED AS FOLLOWS:
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)
This change order is for the following:
Caulk both sides of the tees with rated and non-rated caulking plus the 3/4 x 3/4 joint with traffic grade Silicone.

The original Subcontract Sum was	$	71,740.00
The net change by previously authorized Change Orders	$	316.00
The Subcontract Sum prior to this Change Order was	$	72,056.00
The Subcontract Sum will be increased by this Change Order in the amount of	$	14,184.00
The new Subcontract Sum including this Change Order will be	$	86,240.00

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

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

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

WATTS & ASSOCIATES ARCHITECT SUBCONTRACTOR *(Firm name)*	RESTORATION SPECIALISTS, LLC CONTRACTOR *(Firm name)*	OWNER *(Firm name)*
P.O. Box 21273 Columbia, SC 29221 ADDRESS	1042-A East Montague Ave Charleston, SC 29405 ADDRESS	ADDRESS
BY *(Signature)*	BY *(Signature)*	BY *(Signature)*
Kip McCoy *(Typed name)*	Dennis Schumm - Executive Director *(Typed name)*	*(Typed name)*
DATE	DATE	DATE

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User Notes:
(1800102967)

To: 'Dennis Schumm'
Cc: 'Jack E. ellison Sr'; mward@restspec.com
Subject: RE: Additional silicone and fire caulking

Jack the precast at the double tees was for $1,460.00. R&W ¾ x ¾ joint is $12,724.00

Kip McCoy Project Manager
Watts & Associates Waterproofing LLC
803.786.4610 Office
803.309.0193 Cell
803.786.0952 Fax

From: Dennis Schumm [mailto:dennis@restspec.com]
Sent: Monday, June 22, 2015 4:19 PM
To: Kip McCoy
Cc: 'Jack E. ellison Sr'; mward@restspec.com
Subject: Additional silicone and fire caulking

Kip,

I received a quote from you for $14,184.00 to caulk both sides of the tees with rated and non-rated caulking plus the ¾ x ¾ joint with traffic grade silicone.

Please break these 2 types and locations down into separate line items. The caulking around the precast is part of the original contract we have with the VA but the ¾ x ¾ is based on a recent email from the engineer and was not on the original design drawings.

We will get a change order together for you as soon as we get the breakdown.

Thanks,

Dennis Schumm
Director of Construction
Restoration Specialists, LLC

RESTORATION

HUBZone Certified / SDVOSB Verified

1042-A East Montague Ave.
N. Charleston, SC 29405
843-277-2059 (Office)
843-200-2167 (Cell)
843-789-3135 (Fax)

Dennis Schumm

From: Jack E. ellison Sr. <jack@restspec.com>
Sent: Thursday, July 30, 2015 6:59 AM
To: Dennis Schumm
Cc: Kip McCoy
Subject: FW: Additional silicone and fire caulking

These need the Change Order issued for please

Jack E. Ellison Sr.
Superintendent
Restoration Specialists, LLC

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: Kip McCoy [mailto:kip@wattswaterproofing.com]
Sent: Wednesday, July 29, 2015 5:59 PM
To: Jack Ellison <jack@restspec.com>; (jack@restspec.com)
Subject: FW: Additional silicone and fire caulking

Never got a CO for this.

Kip McCoy Project Manager
Watts & Associates Waterproofing LLC
803.786.4610 Office
803.309.0193 Cell
803.786.0952 Fax

From: Kip McCoy
Sent: Wednesday, July 01, 2015 9:50 AM

AIA® Document A401™ – 2007

Standard Form of Agreement Between Contractor and Subcontractor

AGREEMENT made as of the 17th day of January 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)

Watts & Associates
P.O. Box 21273
Columbia, SC 29221
Phone: (803) 786-4610

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

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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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User Notes:

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 4, 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

(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: Section 07 13 52 – Modified Bituminous Sheet Waterproofing, CIP Elevator Pit Walls and Section 07 92 00 Joint Sealants as per the attached quote dated 1/7/14 from Walls & Associates. 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	

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email invitation will be sent to each subcontractor's point of contact to initiate access to the site. ALL SUBMITTALS FROM SUBCONTRACTORS ARE TO BE SUBMITTED TO RESTORATION SPECIALISTS BY UPLOADING PDF DOCUMENTS TO THE SUBMITTAL EXCHANGE SITE.
Schedule: As follows.
Submittals: Submittals are due no later than 03/10/15 (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 Seventy one thousand seven hundred forty dollars and 00/100, ($ 71,740.00.), 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

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(633052265)

commingled with money of the Contractor or Subcontractor, shall create any fiduciary liability or tort liability on the part of the Contractor or Subcontractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor or Subcontractor for breach of the requirements of this provision.

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

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

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

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

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

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

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

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

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

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

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

§ 11.9 SUBSTANTIAL COMPLETION

When the Subcontractor's Work or a designated portion thereof is substantially complete and in accordance with the requirements of the Prime Contract, the Contractor shall, upon application by the Subcontractor, make prompt

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application for payment for such Work. Within 30 days following issuance by the Architect of the certificate for payment covering such substantially completed Work, the Contractor shall, to the full extent allowed in the Prime Contract, make payment to the Subcontractor, deducting any portion of the funds for the Subcontractor's Work withheld in accordance with the certificate to cover costs of items to be completed or corrected by the Subcontractor. Such payment to the Subcontractor shall be the entire unpaid balance of the Subcontract Sum if a full release of retainage is allowed under the Prime Contract for the Subcontractor's Work prior to the completion of the entire Project. If the Prime Contract does not allow for a full release of retainage, then such payment shall be an amount which, when added to previous payments to the Subcontractor, will reduce the retainage on the Subcontractor's substantially completed Work to the same percentage of retainage as that on the Contractor's Work covered by the certificate.

ARTICLE 12 FINAL PAYMENT

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

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

ARTICLE 13 INSURANCE AND BONDS

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

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

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

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

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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. Watts & Associates Contractors Quote (copy attached)
2. Preliminary Project Schedule (copy attached)
3. Standard Form 1413 (copy attached, fill out #14 thru #17)
4. Certified Payroll Template (copy attached, Payroll to be done weekly whether worked or not)
5. W-9 Template (copy attached)
6. Employee Badge Forms (copy attached)
7. Drawings and Specification List (copy attached)

This Contract / P.O. Number will be: 1401-079200-020
This Contract / P.O. # is to be referenced on all billings / invoices / submittals, etc.

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

RESTORATION SPECIALISTS, LLC	WATTS & ASSOCIATES
CONTRACTOR *(Signature)*	**SUBCONTRACTOR** *(Signature)*
Dennis Schunim – Executive Director	
(Printed name and title)	*(Printed name and title)*

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PO Box 21273
Columbia, SC 29221
803.786.4610 (O)

WATTS & ASSOCIATES 1976 WATERPROOFING

7416 Fairfield Rd.
Columbia, SC 29203
803.786.0952 (F)

Liz McCoy
803-351-9193

November 7, 2014

To: Palmetto Construction Group LLC

RE: Charlie Norwood Augusta VAMC Garage

Watts and Associates Waterproofing LLC is pleased to offer the following proposal for the above mentioned project. We hereby propose to furnish necessary labor, material, equipment, tools, transportation, insurance, and supervision to perform the following scope of work during normal business hours.

SECTION 07 13 52 - MODIFIED BITUMINOUS SHEET WATERPROOFING

5/as412 CIP elevator pit walls — Quotation: $1,600.00

SECTION 07 92 00 - JOINT SEALANTS

Slab on grade control joints
Slab on grade perimeter isolation joints at precast wall or column
CIP concrete topping/wash joints
CIP concrete topping/wash at precast panel or column
CIP concrete topping/wash at precast double TEE
Head of CMU wall at double TEE
Exterior hollow metal door frames
Exterior louvers — **Quotation: $26,700.00**

Precast Joint Sealants

sf304 Precast pretopped double TEE flange to flange joints, 1/4" polyurethane
Stair tower precast panel joints Sonoborn Ultra
Elevator tower precast panel joints (2 hour Rating)
sf304 Precast spandrel panel joints and spandrel panel at column ("joint size varies")

Quotation: $18,520.00

Note: The above quote is based on product listed in specification. The specification is also asking for a 10 year warranty which is not possible with these products. 5 year Max. To upgrade to the 10 year warranty the specification would have to be a traffic grade silicone.

Silicone Upgrade Quotation: $22,920.00

Addenda viewed: None

$71,140.00

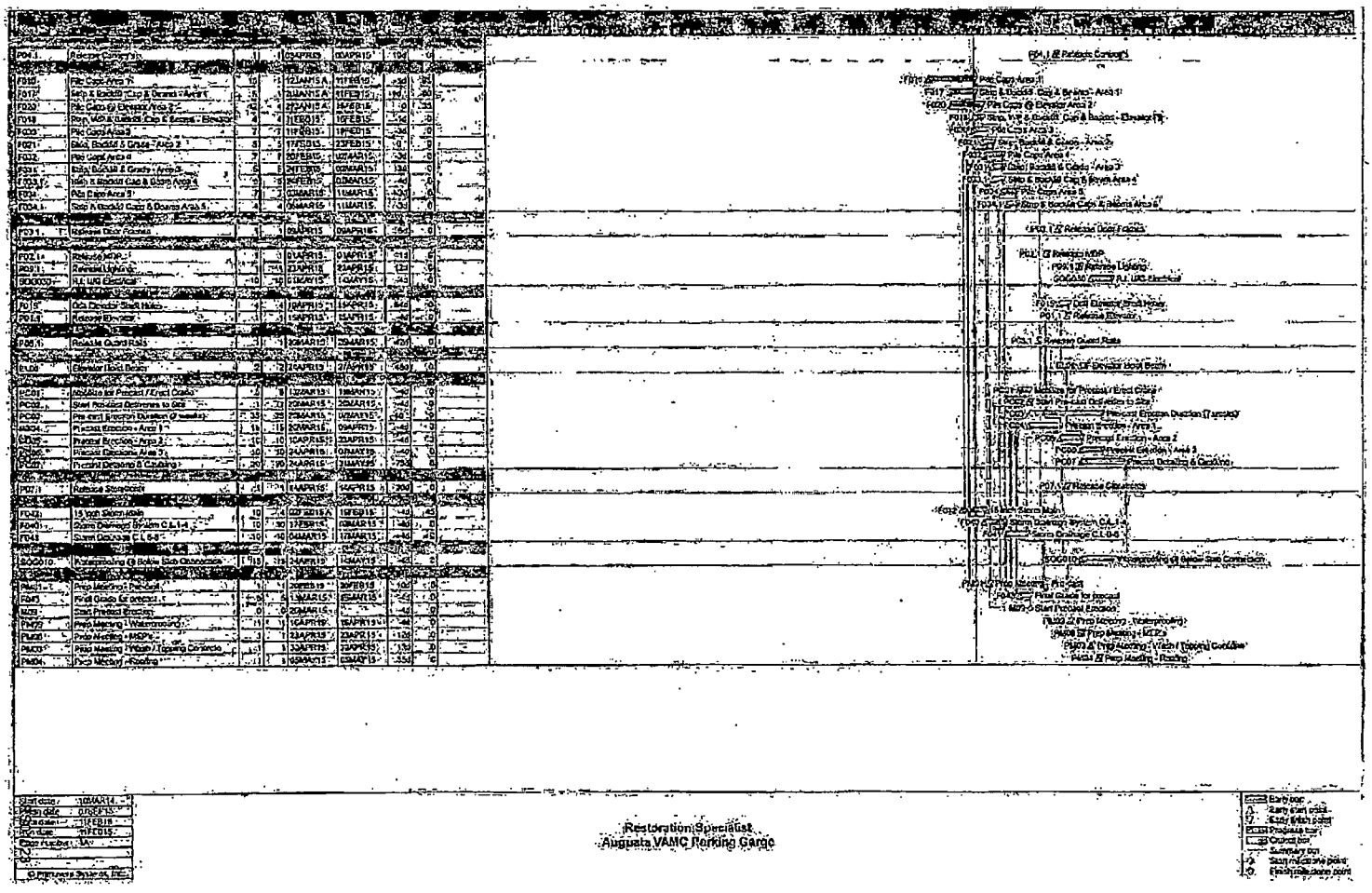
PROUD MEMBER
Carolinas Roofing and Sheet Metal Contractors Association, Inc.

Waterproofing Contractors Association, Inc.

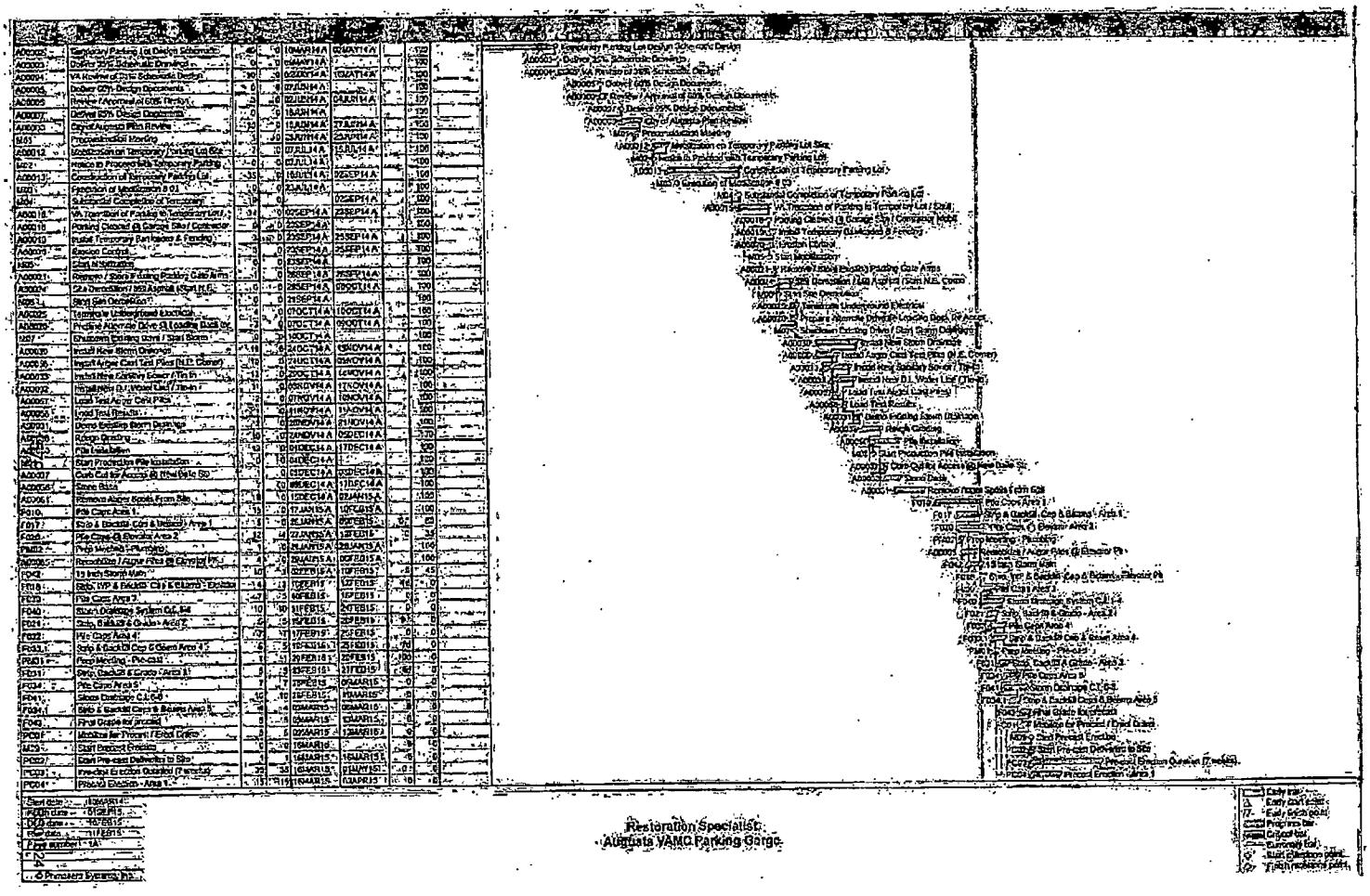
National Roofing Contractors Association Member

1577

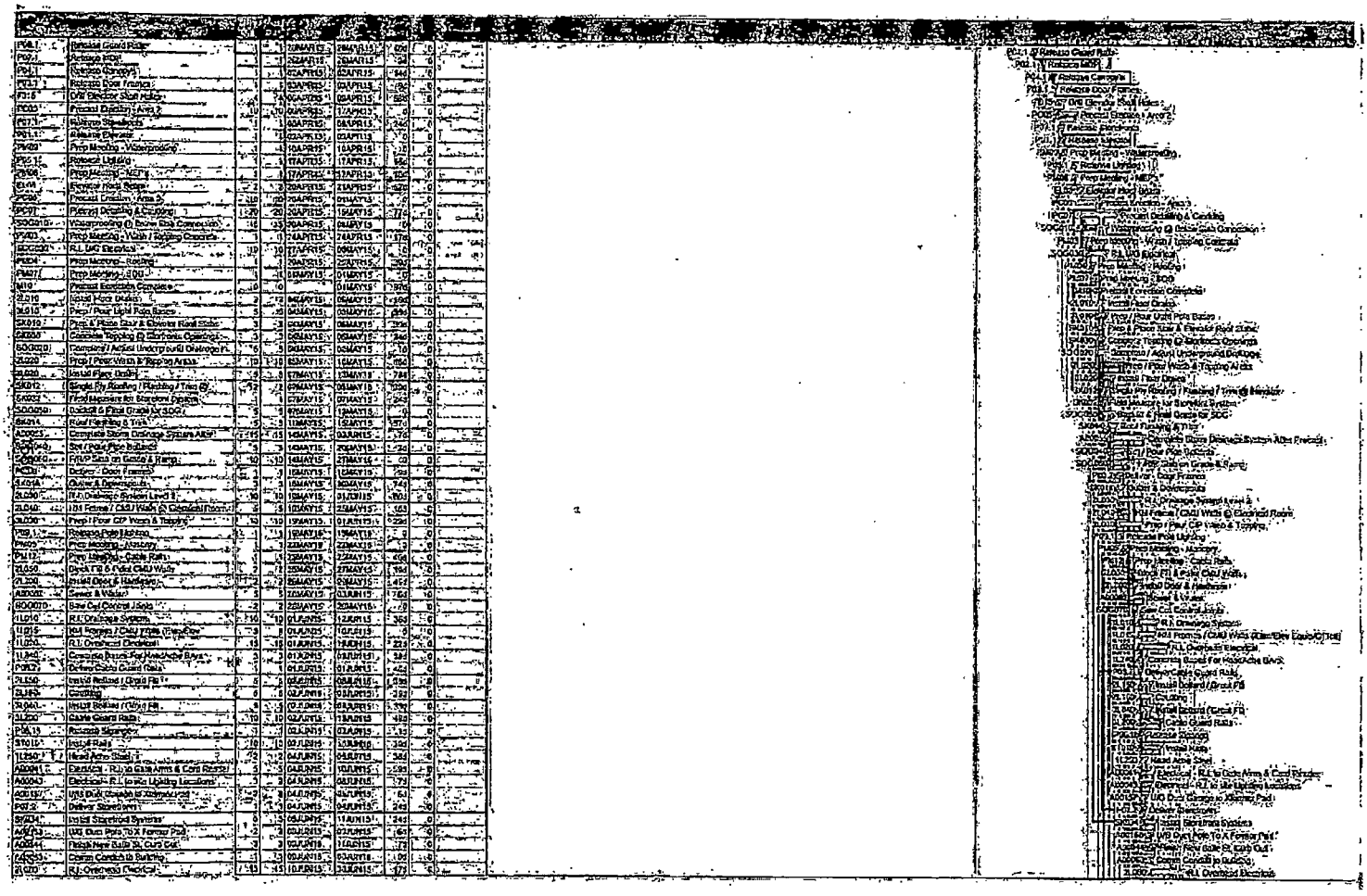
RS01022

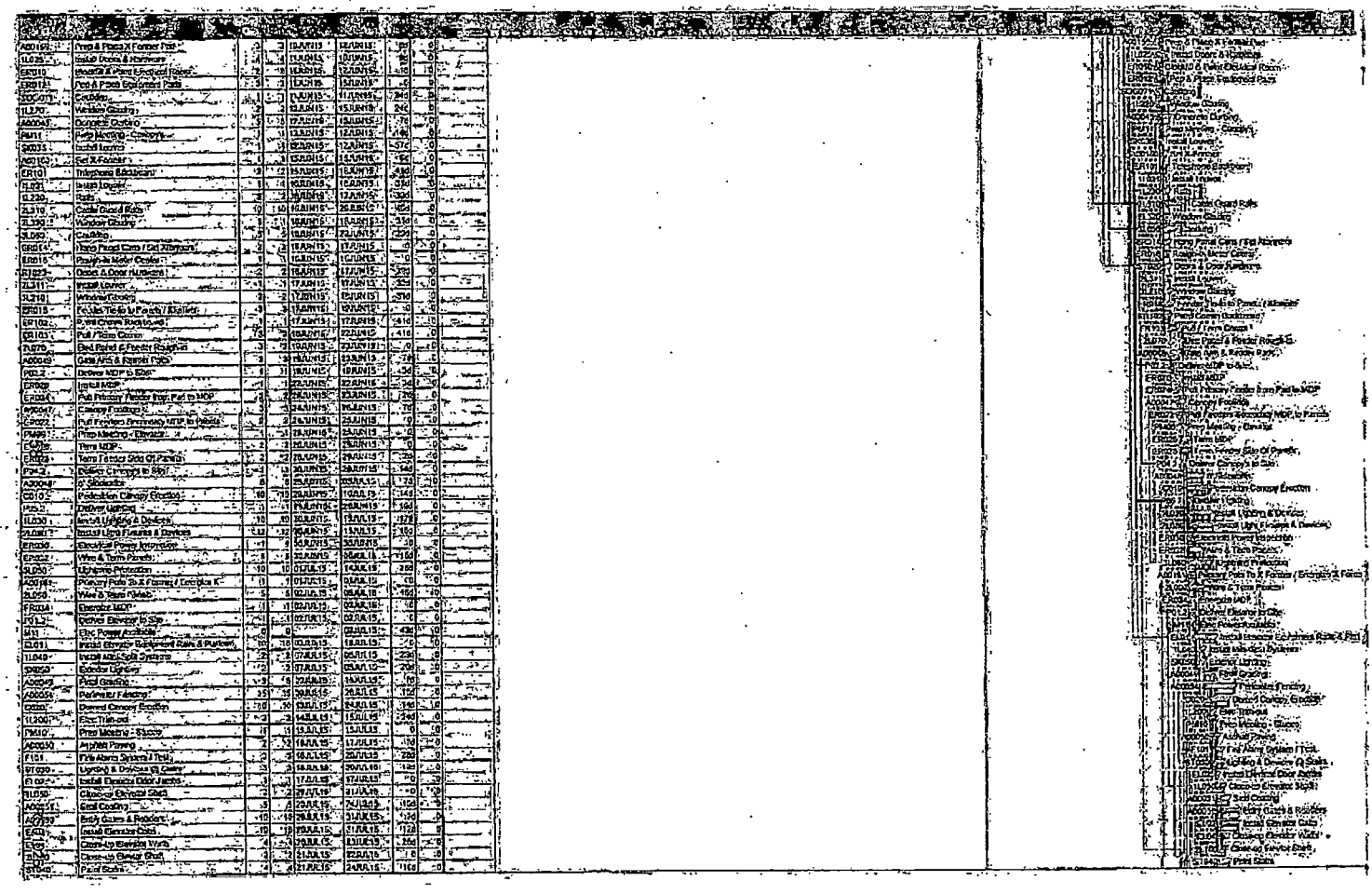


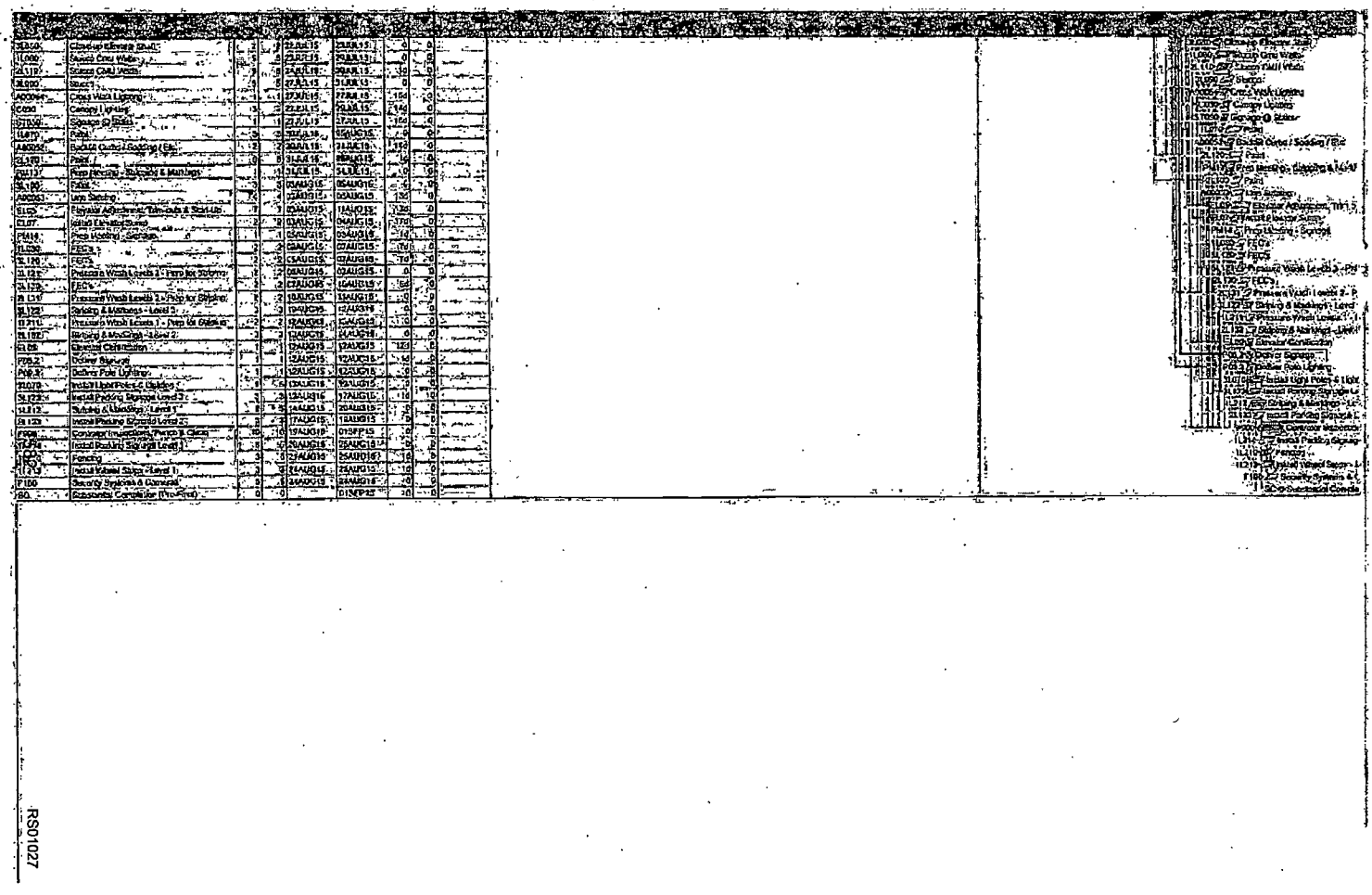
Restoration Specialist
Augusta VAMC Parking Garge



Restoration Specialist:
Alameda VAMC Parking Garage







RS01027

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	02/17/2015	1401-079200-020

4. PRIME CONTRACTOR			5. SUBCONTRACTOR		
a. NAME			a. NAME		
Restoration Specialists, LLC			Walts & Associates		
b. STREET ADDRESS			b. STREET ADDRESS		
1042-A East Montague Ave.			P.O. Box 21273		
c. CITY	d. STATE	e. ZIP CODE	c. CITY	d. STATE	e. ZIP CODE
Charleston	SC	29405	Columbia	SC	29221

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 Modified Bituminous Sheet Waterproofing and Joint Sealant work.

8. PROJECT	9. LOCATION	
Charlie Norwood VAMC Parking Garage	950 15th Street, Augusta, GA 30901	
10a. NAME OF PERSON SIGNING Dennis Schumm	11. BY *(Signature)*	12. DATE SIGNED
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		

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PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1413 (REV. 7/2006)
Prescribed by GSA/FAR (48 CFR) 53.222(g)

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	(4) DAY AND DATE HOURS WORKED EACH DAY	TOTAL HOURS	(5) RATE OF PAY	(6) GROSS AMOUNT EARNED	(7) DEDUCTIONS: FICA	WITHHOLDING TAX	OTHER	TOTAL DEDUCTIONS	(8) NET WAGES PAID FOR WEEK

1584

RS01029

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 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 65 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 S-3507, 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

_____ (Contractor or Subcontractor) on the

Charlie Norwood VAMC Parking Garage (Building or Work) that during the payroll period commencing on the

_____ 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

_____ (Contractor or Subcontractor) from the full

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:

_____

_____

_____

_____

(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.

(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.

1585

RS01030

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 calendar 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
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.

(A) **Contracting Officer & Phone:** Please provide the post-award contracting officer handling this contract and their phone number.

(B) **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.

(C) **Contract End Date:** Please list the date in which the contract ends including all options to extend (for PIV badge expiration).

(D) **SAO Region:** Please list the Service Area Office in which the contracting officer is associated with (East, West or Central).

(E) **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 parenthesis next to the new task number.

(F) **Contractor Position Description:** Please provide a position title for all individuals (ex: physician, consultant, electrician).

(G) **Investigation Level:** Please indicate the background security requirements as provided by the POAT (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.

(H) **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.

(I) **Contractor Address:** Please provide the contracting company address. This information is required for the Little Rock SIC investigation request.

(J) **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.

(K) **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.

(L) **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.

(M) **Station Number:** Please indicate the facility station number where the work is being performed/facility to be billed.

(N) **Network Access:** Please indicate whether the individuals will be obtaining network access.

(O) **Employee Name:** Please provide the full legal name of the individuals working on this task order.

(P) **SSN:** Please provide complete social security numbers for all individuals listed.

(Q) **Email Address:** Please provide a valid email address for all individuals.

(R) **DOB:** Please provide date of birth for all individuals listed.

(S) **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)

[X] 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) SAC Region (East/West/Central): East

(E) Purchase/Task Order Number: VA247-12-C-0035

(F) Contractor Position Description:

(G) Station #: 509

(H) Investigation Level (SAC/Low/Moderate/High):

(I) Network Access (Y/N): N

(J) Contract Company Name (Subcontractor):

(K) Contract Company Address:

(L) Contractor POC Name & Phone:

(M) Contractor POC Email:

(N) Contracting Officer Signature:

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.

(A) **Full Legal Name:** Please provide full legal name of individual as shown on driver's license or photo ID.

(B) **Date of Birth:** Please provide the date of birth of the individual.

(C) **Social Security Number:** Please provide the social security number of the individual.

(D) **Citizenship:** Please provide the citizenship of the individual. All foreign born individuals will be required to submit proof of citizenship.

(E) **Assigned Duty Station:** Please provide the name of the individual's assigned duty station.

(F) **Address of Assigned Duty Station:** Please provide the complete address of the assigned duty station.

(G) **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.

(H) **Gender:** Please provide gender of individual.

(I) **Race:** Please provide race of individual.

(J) **Height:** Please provide height of individual.

(K) **Weight:** Please provide weight of individual.

(L) **Eye Color:** Please provide eye color of individual.

(M) **Hair Color:** Please provide hair color of individual.

(N) **Place of Birth:** Please provide city, state and county of individual's place of birth. All foreign born individuals will be required to provide proof of citizenship.

(O) **Position Title:** Please provide position title of individual.

(P) **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.

(Q) **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 Employment 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.)

- **Contracting Officer Name & Phone:** Please list the post-award contracting officer or specialist handling this task order and phone number.
- **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.
- **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.
- **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 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.
- **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.
- **SSN:** Please provide complete social security numbers for all individuals listed.
- **Email Address:** Please provide a valid email address for all individuals. This email address will be provided for EQIP communication.
- **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 county. 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?
☐ YES ☐ NO (If 'NO', provide country of citizenship)

4. DATE OF BIRTH (MM / DD / YYYY)

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 18 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

8. 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

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? DATE: MM / DD / YYYY

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.

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
VR-101	SITE SURVEY
CS-101	EXISTING CONDITIONS PLAN
CS-102	DEMOLITION PLAN
CS-103	DEVELOPMENT PLAN
CS-104	SEAKING & TREE PLAN
CS-105	INITIAL ESCP PLAN
CS-106	INTERMEDIATE ESCP PLAN
CS-107	FINAL ESACT 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
SE-001	STRUCTURAL/PRECAST NOTES
SE-110	GROUND LEVEL STRUCTURAL PLAN
SE-120	SECOND LEVEL STRUCTURAL PLAN
SE-130	THIRD LEVEL STRUCTURAL PLAN
SE-301	PRECAST FOUNDATION CONNECTION DETAILS
SE-302	PRECAST FOUNDATION CONNECTION DETAILS
SE-303	PRECAST CONNECTION DETAILS
SE-304	PRECAST CONNECTION DETAILS
SE-305	PRECAST CONNECTION DETAILS
SE-306	PRECAST CONNECTION DETAILS
SE-400	SW CORE ENLARGED PLANS
SE-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

VAMC Parking Structure
Augusta, Georgia

AS-312	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
AS-651	WAYFINDING PLAN - SITE
AS-652	WAYFINDING PLAN - TIER 1 ACCESSIBLE PARKING
AS-653	WAYFINDING PLAN - TIER 1
AS-654	WAYFINDING PLAN - TIER 2
AS-655	WAYFINDING PLAN - TIER 3
AS-656	WAYFINDING PLANS - CIRCULATION TOWERS
AS-657	WAYFINDING DETAILS
AS-658	WAYFINDING DETAILS
PL-001	INDEX, LEGEND, GENERAL NOTES, SCHEDULES - PLUMBING
PL-100	BUILDING PLAN - 1ST TIER - UNDERGROUND PLUMBING
PL-110	BUILDING PLAN - 1ST TIER - PLUMBING
PL-111	BUILDING PLAN - 2ND TIER - PLUMBING
PL-112	BUILDING PLAN - 3RD TIER - PLUMBING
PL-200	1ST & 2ND TIERS 3D PLUMBING VIEW
PL-201	3RD TIER 3D PLUMBING VIEW
MH-001	INDEX, LEGEND, GENERAL NOTES, SCHEDULES - MECHANICAL
MH-110	BUILDING PLAN - 1ST TIER - MECHANICAL
MH-111	BUILDING PLAN - 2ND TIER - MECHANICAL
ES-001	ELECTRICAL LEGEND SCHEDULES AND DETAILS
ES-002	ELECTRICAL SITE PLAN - DEMOLITION
ES-100	ELECTRICAL SITE PLAN
ES-101	FIRST LEVEL PLAN - ELECTRICAL
ES-102	SECOND LEVEL PLAN - ELECTRICAL
ES-103	THIRD LEVEL PLAN - ELECTRICAL
ES-201	FIRST LEVEL PLAN - SECURITY
ES-202	SECOND LEVEL PLAN - SECURITY
ES-203	THIRD LEVEL PLAN - SECURITY
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ES-301	ELECTRICAL PANEL SCHEDULES

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00 01 15 - 2

VARC PACKING DISTRIBUTOR
Augusta, Georgia

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PAYMENT APPLICATION

TO: Restoration Specialists
1042-A East Montague AVe.
N. Charleston,SC 29405

PROJECT NAME AND LOCATION: VAMC PARKING GARAGE
950 15TH STREET
AUGUSTA,GA 30901

APPLICATION #: 2
PERIOD THRU: 06/30/2015
Owner Project #: VA247-12-C-0035
DATE OF CONTRACT: 1/17/2015

Distribution to:
__ OWNER
__ ARCHITECT
__ CONTRACTOR

FROM: Watts & Associates Waterproofing LLC
PO BOX 21273
Columbia,SC 29221

ARCHITECT: Structured Parking Solutions
21 South Tarragona Street
Suite 101
Pensacola FL 32502

RS01049

1604

CONTRACTOR'S SUMMARY OF WORK

Application is made for payment as shown below.
Continuation Page is attached

1. CONTRACT AMOUNT		72,056.00
2. SUM OF ALL CHANGE ORDERS		0.00
3. CURRENT CONTRACT AMOUNT (Line 1 + 2)		72,056.00
4. TOTAL COMPLETED AND STORED (Column G on Continuation Page)		47,507.00
5. RETAINAGE:		
A. 0% Of Completed Work (Columns D + E on Continuation Page)	0.00	
B. 0% of Material Stored (Colum F on Continuation Page)	0.00	
Total Retainage (Line 5a + 5b of Column I on Continuation Page)		0.00
6. TOTAL COMPLETED AND STORED LESS RETAINAGE: (Line 4 minus Line 5 Total)		47,507.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT:		8,614.00
8. CURRENT PAYMENT DUE:		38,893.00
9. BALANCE TO FINISH: Line 3 - Line 6	24,549.00	

SUMMARY OF CHANGE ORDERS	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	0.00	0.00
Total approved this month	0.00	0.00
TOTALS	0.00	0.00
NET CHANGES	0.00	

Contractor's signature below: Watts & Associates Waterproofing LLC

CONTRACTOR: _____

By: _____ Date: _____

State of:

County of:

Subscribed and sworn to before me this _____ day of _____

Notary Public:

My Commission Expires:

ARCHITECT'S CERTIFICATION

Architect's signature below:

CERTIFIED AMOUNT: 38,893.00

ARCHITECT: Structured Parking Solutions

By: _____ Date: _____

Payment shall be made only to Contractor

PAYMENT APPLICATION DETAILS

Customer: Restoration Specialists
Project: VAMC PARKING GARAGE

Application Number: 2
For Period Ending: 05/30/2015

RS01050

A	B	C	D	E	F	G	H	I
			Work Completed					
Item Number	Description	Scheduled Value	From Previous Application	This Period Value	Materials Presently Stored	Completed and Stored To Date	Total %	Balance To Finish	Retainage Value
01A	Sheet Waterproofing.	1,600.00	1,600.00	0.00	0.00	1,600.00	100.00	0.00	0.00
02A	Joint Sealants.	70,140.00	7,014.00	38,577.00	0.00	45,591.00	65.00	24,549.00	0.00
C001	Change Order 01	316.00	0.00	316.00	0.00	316.00	100.00	0.00	0.00
	TOTAL:	72,056.00	8,614.00	38,893.00	0.00	47,507.00	65.93	24,549.00	0.00

1605

APPLICATION AND CERTIFICATE FOR PAYMENT AIA DOCUMENT G702 (Instructions on reverse side) PAGE ONE OF PAGES

TO OWNER: RESTORATION SPECIALIST
1042-A EAST MONTAGUE AVE
N. CHARLESTON, SC 29405

PROJECT: V.AMC PARKING GARAGE

APPLICATION NO: 1
PERIOD TO: 30 APR 15
PROJECT NOS.:

Distribution to:
☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR
☐
☐

RS01051

FROM CONTRACTOR: Watts & Assoc. Roofing, Inc. VIA ARCHITECT:
PO Box 21273
Columbia, SC 29221

CONTRACT DATE:

CONTRACT FOR: Roofing

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	$	71,740.00
2. Net change by Change Orders	$	316.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	$	72,056.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	$	8,614.00
5. RETAINAGE:		
a. 0 % of Completed Work (Columns D + E on G703)	$	0.00
b. 0 % of Stored Material (Column F on G703)	$	0.00
Total Retainage (Line 5a + 5b or Total in Column I of G703)	$	-
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$	8,614.00
LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	0.00
8. CURRENT PAYMENT DUE	$	8,614.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	63,442.00

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: Watts & Associates Roofing, Inc.

By: _____ Date: 25 APR 15

State of: South Carolina
County of: Richland
Subscribed and sworn to before me this 25TH day of APR 15

Notary Public:
My Commission expires: 4 JUNE 2017

1606

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED $ _____

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

ARCHITECT:

By: _____ Date: _____

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

AIA DOCUMENT G702 • APPLICATION AND CERTIFICATE FOR PAYMENT • 1992 EDITION • AIA® • ©1992 • THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006-5292 • WARNING: Unlicensed photocopying violates U.S. copyright laws and will subject the violator to legal prosecution.

G702-1992

CAUTION: You should use an original AIA document which has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced.

VAMC PARKING GARAGE

CONTINUATION SHEET

AIA DOCUMENT G703 (Instructions on reverse side) PAGE OF PAGES

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

APPLICATION NUMBER: 1
APPLICATION DATE 25 APR 15
PERIOD TO 30 APR 15
ARCHITECT'S PROJECT NO:

RS01052

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	E WORK COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G ÷ C)	H BALANCE TO FINISH (C − G)	I RETAINAGE
1	SHEET WATERPROOFING	1,600.00	0.00	1,600.00	0.00	1,600.00		0.00	0.00
2	JOINT SEALANTS	70,140.00	0.00	7,014.00	0.00	7,014.00		63,126.00	0.00
3	CHANGE ORDER #1	316.00	0.00	0.00	0.00	0.00		316.00	0.00
	TOTALS	72,056.00	0.00	8,614.00	0.00	8,614.00		63,442.00	0.00

1607

PAYMENT APPLICATION

TO: Restoration Specialists
1042-A East Montague Ave.
N. Charleston SC 29405

FROM: Watts & Associates Waterproofing LLC
PO BOX 21273
COLUMBIA SC 29221

PROJECT NAME AND LOCATION: VAMC PARKING GARAGE
950 15TH STREET
AUGUSTA GA 30901

ARCHITECT: Structured Parking Solutions
21 South Tarragona Street
Suite 101
Pensacola FL 32502

APPLICATION # 3
PERIOD THRU: 07/31/2015
Owner Project #: VA247-12-C-0035
DATE OF CONTRACT: 1/17/2015

Distribution to:
__ OWNER
__ ARCHITECT
__ CONTRACTOR

CONTRACTOR'S SUMMARY OF WORK

Application is made for payment as shown below.
Continuation Page is attached

1. CONTRACT AMOUNT		72,056.00
2. SUM OF ALL CHANGE ORDERS		0.00
3. CURRENT CONTRACT AMOUNT (Line 1 + 2)		72,056.00
4. TOTAL COMPLETED AND STORED (Column G on Continuation Page)		62,937.80
5. RETAINAGE:		
A. 0% Of Completed Work (Columns D+ E on Continuation Page)	0.00	
B. 0% of Material Stored (Colum F on Continuation Page)	0.00	
Total Retainage (Line 5a + 5b or Column I on Continuation Page)		0.00
6. TOTAL COMPLETED AND STORED LESS RETAINAGE: (Line 4 minus Line 5 Total)		62,937.80
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT:		47,507.00
8. CURRENT PAYMENT DUE:		15,430.80
9. BALANCE TO FINISH: Line 3 - Line 6	9,118.20	

SUMMARY OF CHANGE ORDERS	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	0.00	0.00
Total approved this month	0.00	0.00
TOTALS	0.00	0.00
NET CHANGES	0.00	

Contractor's signature below: Watts & Associates Waterproofing LLC

CONTRACTOR:
By: [signature] Date: 23 July 15
State of: SC
County of: Richland
Subscribed and sworn to before me this 23rd day of July 15
Notary Public:
My Commission Expires: 4 June 2017

ARCHITECT'S CERTIFICATION

Architect's signature below:

CERTIFIED AMOUNT: 15,430.80

ARCHITECT: Structured Parking Solutions

By: Date:

Payment shall be made only to Contractor

1608

RS01053

PAYMENT APPLICATION DETAILS

Customer: Restoration Specialists
Project: VAMC PARKING GARAGE

Application Number: 3
For Period Ending: 07/31/2015

A	B	C	D	E	F	G	H	I
			Work Completed		Materials Presently Stored	Completed and Stored To Date	Total %	Balance To Finish	Retainage Value
Item Number	Description	Scheduled Value	From Previous Application	This Period Value					
01A	Sheet Waterproofing	1,600.00	1,600.00	0.00	0.00	1,600.00	100.00	0.00	0.00
02A	Joint Sealants	70,140.00	45,591.00	15,430.80	0.00	61,021.80	87.00	9,118.20	0.00
C001	Change Order 01	316.00	316.00	0.00	0.00	316.00	100.00	0.00	0.00
	TOTAL:	72,056.00	47,507.00	15,430.80	0.00	62,937.80	87.35	9,118.20	0.00

1609

RS01054

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.

NAME OF CONTRACTOR ___ OR SUBCONTRACTOR ___	ADDRESS	OMB No.:
Watts & Associates Waterproofing LLC	PO BOX 21273 COLUMBIA SC 29221	Expires:

PAYROLL NO.	FOR WEEK ENDING	PROJECT AND LOCATION	PROJECT OR CONTRACT NO.
5	6/5/2015 12:00:00 AM	VAMC PARKING GARAGE 950 15TH STREET AUGUSTA GA 30901	VA247-12-C-0035

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g. LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF W/H EXEMPTIONS	(3) WORK CLASSIFICATION	OT OR ST	(4) DAY AND DATE: Sat 30	Sun 31	Mon 1	Tue 2	Wed 3	Thu 4	Fri 5 HOURS WORKED EACH DAY	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED PROJECT PERIOD	(8) DEDUCTIONS: FICA	FEDERAL WITHHOLDING TAX	STATE WITHHOLDING TAX	MEDICARE	OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
Arnold E Corne Jr	1	1000	O										410.00							
		01	S					10.50	10.00		20.50	20.00	1,010.00	59.36	89.52	54.65	13.88	52.61	270.02	739.98
Habram Herrera	5	1000	O										512.00							
		01	S			11.00		11.00	10.00		32.00	16.00	1,748.00	108.38	64.80	97.62	25.35		296.15	1,451.85
Zakid R Robert	5	1000	O										544.00							
		01	S			11.00		11.00	10.00		32.00	17.00	922.25	57.18	38.10	39.81	13.37		148.46	773.79
Totals for Project VAMC PARKING GARAGE						22.00		32.50	30.00		84.50		1,466.00 3,680.25	224.92	192.42	192.08	52.60	52.61	714.63	2,965.62

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.

RS01010

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

RS01055

Date 6/5/2015

I, RHAE SUTPHIN (Name of Signatory Party) (Title)
do hereby state:

(1) That I pay or supervise the payment of the persons employed by

Watts & Associates Waterproofing LLC (Contractor or Subcontractor) on the

VAMC PARKING GARAGE (Building or Work); that during the payroll period commencing on

5/30/2015 and ending 6/5/2015 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

Watts & Associates Waterproofing LLC (Contractor or Subcontractor)

from the full 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 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Start. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

1611

(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.

RS01056

(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
RHAE SUTPHIN	

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.

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.

NAME OF CONTRACTOR ___ OR SUBCONTRACTOR ___	ADDRESS	OMB No.:
Watts & Associates Waterproofing LLC	PO BOX 21273 COLUMBIA SC 29221	Expires:

PAYROLL NO.	FOR WEEK ENDING	PROJECT AND LOCATION	PROJECT OR CONTRACT NO.
6	6/12/2015 12:00:00 AM	VAMC PARKING GARAGE 950 15TH STREET AUGUSTA GA 30901	VA247-12-C-0035

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF W/H EXEMPTIONS	(3) WORK CLASSIFICATION		(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED PROJECT PERIOD		(8) DEDUCTIONS						(9) NET WAGES PAID FOR WEEK
				Sat	Sun	Mon	Tue	Wed	Thu	Fri					FICA	FEDERAL WITH-HOLDING TAX	STATE WITH-HOLDING TAX	MEDICARE	OTHER	TOTAL DEDUCTIONS	
			OT	6	7	8	9	10	11	12											
			OR ST	HOURS WORKED EACH DAY																	
Arnold E Corna Jr	1	1000	O										220.00								
		01	S			11.00					11.00	20.00	1,055.00		62.15	96.27	57.80	14.53	52.61	283.36	771.64
Nabram Herrera	5	1000	O						1.00		1.00	24.00	664.00								
		01	S			11.00	10.00	10.00	9.00		40.00	16.00	844.00		52.33	29.40	46.71	12.24		140.68	703.32
Zekiel R Robert	5	1000	O						2.00		2.00	25.50	731.00								
		01	S			11.00	10.00	11.00	8.00		40.00	17.00	1,844.50		114.36	76.20	79.62	26.74		296.92	1,547.58
Totals for Project VAMC PARKING GARAGE						33.00	20.00	21.00	20.00		94.00		1,615.00								
													3,743.50		228.84	201.87	184.13	53.51	52.61	720.96	3,022.54

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 prepor 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 is 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

RS01057

Date 6/12/2015

I, RHAE SUTPHIN (Name of Signatory Party) (Title)
do hereby state:

(1) That I pay or supervise the payment of the persons employed by

Watts & Associates Waterproofing LLC (Contractor or Subcontractor) on the

VAMC PARKING GARAGE (Building or Work); that during the payroll period commencing on

6/6/2015 and ending 6/12/2015 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

Watts & Associates Waterproofing LLC (Contractor or Subcontractor)

from the full 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 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Start. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

1613

(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

RS01058

___ 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.

(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
RHAE SUTPHIN	

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.

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.

NAME OF CONTRACTOR ___ OR SUBCONTRACTOR ___	ADDRESS	OMB No.:
Watts & Associates Waterproofing LLC	PO BOX 21273 COLUMBIA SC 29221	Expires:

PAYROLL NO.	FOR WEEK ENDING	PROJECT AND LOCATION	PROJECT OR CONTRACT NO.
7	6/19/2015 12:00:00 AM	VAMC PARKING GARAGE 550 15TH STREET AUGUSTA GA 30901	VA247-12-C-0035

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF W/H EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE Sat 13	Sun 14	Mon 15	Tue 16	Wed 17	Thu 18	Fri 19 (HOURS WORKED EACH DAY)	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED PROJECT PERIOD		(8) DEDUCTIONS FICA	FEDERAL WITH-HOLDING TAX	STATE WITH-HOLDING TAX	MEDICARE	OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
Arnold E Corne Jr	1	1000	O							4.00	4.00	30.00	260.00								
		01	S							7.00	7.00	20.00	1,220.00		72.38	121.02	69.35	16.93	52.61	332.29	887.71
Habram Herrera	5	1000	O						1.00		1.00	24.00	664.00								
		01	S			10.00	11.00	10.00	9.00		40.00	16.00	664.00		41.17	11.40	34.11	9.63		96.31	567.69
Zeidel R Robert	5	1000	O						1.00		1.00	25.50	705.50								
		01	S			10.00	11.00	10.00	9.00		40.00	17.00	705.50		43.74	15.55	24.64	10.23		94.16	611.34
Totals for Project VAMC PARKING GARAGE						20.00	22.00	20.00	20.00	11.00	93.00		1,629.50								
													2,589.50		157.29	147.97	128.10	36.79	52.61	522.76	2,066.74

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)(i) 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.

4804

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

RS01059

Date 6/19/2015

I, RHAE SUTPHIN (Name of Signatory Party) (Title)
do hereby state:

(1) That I pay or supervise the payment of the persons employed by

Watts & Associates Waterproofing LLC (Contractor or Subcontractor) on the

VAMC PARKING GARAGE (Building or Work); that during the payroll period commencing on

6/13/2015 and ending 6/19/2015 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

Watts & Associates Waterproofing LLC (Contractor or Subcontractor)

from the full 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 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Start. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

1615

(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.

RS01080

(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
RHAE SUTPHIN	

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.

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:

NAME OF CONTRACTOR ___ OR SUBCONTRACTOR ___	ADDRESS	OMB No.:
Watts & Associates Waterproofing LLC	PO BOX 21273 COLUMBIA SC 29221	Expires:

PAYROLL NO.	FOR WEEK ENDING	PROJECT AND LOCATION	PROJECT OR CONTRACT NO.
8	8/28/2015 12:00:00 AM	VAMC PARKING GARAGE 950 15TH STREET AUGUSTA GA 30901	VA247-12-C-0035

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g. LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF W/H EXEMPTIONS	(3) WORK CLASSIFICATION		(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED PROJECT PERIOD		(8) DEDUCTIONS						(9) NET WAGES PAID FOR WEEK
				Sat	Sun	Mon	Tue	Wed	Thu	Fri					FICA	FEDERAL W/H TAX	STATE W/H TAX	MEDICARE	OTHER	TOTAL DEDUCTIONS	
			OT OR ST	20	21	22	23	24	25	26	HOURS WORKED EACH DAY										
Arnold E Corne Jr	1	1000	O	10.00							10.00	30.00	300.00								
		01	S										2,320.00		137.32	224.04	130.30	32.12	105.22	629.00	1,691.00
Habram Herrera	5	1000	O						9.00		9.00	24.00	728.00								
		01	S			11.00	10.00	10.00	1.00		32.00	16.00	856.00		53.07	30.60	47.95	12.41		143.63	712.37
Gabriel Ortiz	5	1000	O						9.00		9.00	21.00	637.00								
		01	S			11.00	10.00	10.00	1.00		32.00	14.00	749.00		46.44	19.90	27.68	10.86		104.88	644.12
Zeidel R Robert	5	1000	O						9.00		9.00	25.50	773.50								
		01	S			11.00	10.00	10.00	1.00		32.00	17.00	1,615.00		100.13	51.73	83.56	23.42		238.84	1,376.16
Totals for Project VAMC PARKING GARAGE				10.00		33.00	30.00	30.00	30.00		133.00		2,438.50								
													5,540.00		336.96	326.27	269.09	78.81	105.22	1,116.35	4,423.65

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

RS01061

Date 6/26/2015

I, RHAE SUTPHIN (Name of Signatory Party) (Title)
do hereby state:

(1) That I pay or supervise the payment of the persons employed by

Watts & Associates Waterproofing LLC (Contractor or Subcontractor) on the

VAMC PARKING GARAGE (Building or Work); that during the payroll period commencing on

6/20/2015 and ending 6/26/2015 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

Watts & Associates Waterproofing LLC (Contractor or Subcontractor)

from the full 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 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Start. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

16147

(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.

RS01062

(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
RHAE SUTPHIN	

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.

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.

NAME OF CONTRACTOR ___ OR SUBCONTRACTOR ___	ADDRESS	OMB No.:
Watts & Associates Waterproofing LLC	PO BOX 21273 COLUMBIA SC 29221	Expires:

PAYROLL NO.	FOR WEEK ENDING	PROJECT AND LOCATION	PROJECT OR CONTRACT NO.
9	7/3/2015 12:00:00 AM	VAMC PARKING GARAGE 950 15TH STREET AUGUSTA GA 30901	VA247-12-C-0035

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF W/H EXEMPTIONS	(3) WORK CLASSIFICATION	OT OR ST	(4) DAY AND DATE Sat 27	Sun 28	Mon 29	Tue 30	Wed 31	THUR 1	Fri 2	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED PROJECT / PERIOD	(8) DEDUCTIONS FICA	FEDERAL WITH-HOLDING TAX	STATE WITH-HOLDING TAX	MEDICARE	OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
				HOURS WORKED EACH DAY																
Habram Herrera	5	1000	O						1.00		1.00	24.00	664.00							
		01	S			11.00	10.00	10.00	9.00		40.00	16.00	1,520.00	94.24	42.00	81.66	22.04		239.94	1,280.06
Gabriel Ortiz	5	1000	O						1.00		1.00	21.00	581.00							
		01	S			11.00	10.00	10.00	9.00		40.00	14.00	1,442.00	89.41	34.20	51.44	20.91		195.96	1,246.04
Zekiel R Robert	5	1000	O						2.00		2.00	25.50	731.00							
		01	S			11.00	10.00	10.00	9.00		40.00	17.00	1,776.50	110.14	67.88	74.86	25.76		278.64	1,497.86
Totals for Project VAMC PARKING GARAGE						33.00	30.00	30.00	31.00		124.00		1,976.00 4,738.50	293.79	144.08	207.96	68.71	0.00	714.54	4,023.96

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

RS01063

Date 7/3/2015

I, RHAE SUTPHIN (Name of Signatory Party) (Title)
do hereby state:

(1) That I pay or supervise the payment of the persons employed by

Watts & Associates Waterproofing LLC (Contractor or Subcontractor) on the

VAMC PARKING GARAGE (Building or Work); that during the payroll period commencing on

6/27/2015 and ending 7/3/2015 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

Watts & Associates Waterproofing LLC (Contractor or Subcontractor)

from the full 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 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Start. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

1619

(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

RS01064

___ 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.

(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
RHAE SUTPHIN	

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.

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.

NAME OF CONTRACTOR ___ OR SUBCONTRACTOR ___	ADDRESS	OMB No.:
Watts & Associates Waterproofing LLC	PO BOX 21273 COLUMBIA SC 29221	Expires:

PAYROLL NO.	FOR WEEK ENDING	PROJECT AND LOCATION	PROJECT OR CONTRACT NO.
10	7/10/2015 12:00:00 AM	VAMC PARKING GARAGE 950 15TH STREET AUGUSTA GA 30901	VA247-12-C-0035

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF W/H EXEMPTIONS	(3) WORK CLASSIFICATION	ST	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED PROJECT PERIOD		(8) DEDUCTIONS						(9) NET WAGES PAID FOR WEEK
			OT OR ST	Sat 4	Sun 5	Mon 6	Tue 7	Wed 8	Thu 9	Fri 10					FICA	FEDERAL WITHHOLDING TAX	STATE WITHHOLDING TAX	MEDICARE	OTHER	TOTAL DEDUCTIONS	
				HOURS WORKED EACH DAY																	
Habram Herrera	5	1000	O						10.00		10.00	24.00	736.00								
		01	S			11.00	10.00	10.00			31.00	16.00	892.00		55.30	34.20	50.07	12.93		152.50	739.50
Gabriel Ortiz	5	1000	O						10.00		10.00	21.00	644.00								
		01	S			11.00	10.00	10.00			31.00	14.00	780.50		48.39	23.05	29.89	11.32		112.65	667.85
Zekiel R Robert	5	1000	O						10.00		10.00	25.50	782.00								
		01	S			11.00	10.00	10.00			31.00	17.00	947.75		58.76	41.92	41.59	13.74		156.01	791.74
Totals for Project VAMC PARKING GARAGE						33.00	30.00	30.00	30.00		123.00		2,162.00								
													2,620.25		162.45	99.17	121.55	37.99	0.00	421.16	2,199.09

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.

9920

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

RS01065

Date 7/10/2015

I, RHAE SUTPHIN (Name of Signatory Party) (Title)
do hereby state:

(1) That I pay or supervise the payment of the persons employed by

Watts & Associates Waterproofing LLC (Contractor or Subcontractor) on the

VAMC PARKING GARAGE (Building or Work); that during the payroll period commencing on

7/4/2015 and ending 7/10/2015 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

Watts & Associates Waterproofing LLC (Contractor or Subcontractor)

from the full 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 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Start. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

1621

(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

RS01086

___ 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.

(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
RHAE SUTPHIN	

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.

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.

NAME OF CONTRACTOR ___ OR SUBCONTRACTOR ___	ADDRESS	OMB No.:
Watts & Associates Waterproofing LLC	PO BOX 21273 COLUMBIA SC 29221	Expires:

PAYROLL NO.	FOR WEEK ENDING	PROJECT AND LOCATION	PROJECT OR CONTRACT NO.
11	7/17/2015 12:00:00 AM	VAMC PARKING GARAGE 950 15TH STREET AUGUSTA GA 30901	VA247-12-C-0035

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITH-HOLDING EXEMPTIONS	(3) WORK CLASSIFICATION		(4) DAY AND DATE: HOURS WORKED EACH DAY							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED PROJECT PERIOD		(8) DEDUCTIONS						(9) NET WAGES PAID FOR WEEK
				Sat	Sun	Mon	Tue	Wed	Thu	Fri					FICA	FEDERAL WITHHOLDING TAX	STATE WITHHOLDING TAX	MEDICARE	OTHER	TOTAL DEDUCTIONS	
			OT OR ST	11	12	13	14	15	16	17											
Alfredo S Banegas	3	1000	O			11.00					11.00	22.50	847.50								
		01	S				10.00	10.00	10.00	10.00	40.00	15.00	1,672.50		103.70	96.55	79.96	24.25		304.46	1,368.04
Habram Herrera	5	1000	O			1.00					1.00	24.00	664.00								
		01	S			10.00	10.00	10.00	10.00		40.00	16.00	1,556.00		96.47	45.60	84.18	22.56		248.81	1,307.19
Gabriel Ortiz	5	1000	O			11.00					11.00	21.00	791.00								
		01	S				10.00	10.00	10.00	10.00	40.00	14.00	1,571.50		97.43	47.15	60.51	22.79		227.88	1,343.62
Zekiel R Robert	5	1000	O			11.00					11.00	25.50	960.50								
		01	S				10.00	10.00	10.00	10.00	40.00	17.00	1,908.25		118.31	85.75	84.08	27.67		315.81	1,592.44
Oscar Rodriguez	5	1000	O			11.00					11.00	25.50	807.50								
		01	S				11.00	10.00	10.00		31.00	17.00	1,870.00		115.94	134.11	81.41	27.12		358.58	1,511.42
Totals for Project VAMC PARKING GARAGE						55.00	51.00	50.00	50.00	30.00	236.00		4,070.50								
													8,578.25		531.85	409.16	390.14	124.39	0.00	1,455.54	7,122.71

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

19622

RS01067

Date 7/17/2015

I, RHAE SUTPHIN (Name of Signatory Party) (Title)
do hereby state:

(1) That I pay or supervise the payment of the persons employed by

Watts & Associates Waterproofing LLC (Contractor or Subcontractor) on the

VAMC PARKING GARAGE (Building or Work); that during the payroll period commencing on

7/11/2015 and ending 7/17/2015 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

Watts & Associates Waterproofing LLC (Contractor or Subcontractor)

from the full 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 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Start. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

1623

(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

RS01068

___ 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.

(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
RHAE SUTPHIN	

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.

STATEMENT OF NON-PERFORMANCE

Payroll Number: 12 **Date:** 7/23/2015

Contractor: Watts & Associates Waterproofing LLC

I do hereby state that no persons were employed on the construction of
W154 - VAMC PARKING GARAGE
during the payroll period commencing on the day of 7/18/2015
ending on the day of 7/24/2015

(Signature of the Authorized Person)
RHAE SUTPHIN,
(Name)

This statement is not required to be submitted until after the submission of the initial payroll period.

1624

RS01069

1884

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

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

11/14/14

PAY TO THE ORDER OF Berkeley County Water & Light

$ 13,000.00

Thirteen thousand & no/100 ——— DOLLARS

MEMO Apple VA Gas Line

AUTHORIZED SIGNATURE

⑈000001884⑈ [redacted]

RESTORATION SPECIALISTS LLC 1884

RESTORATION SPECIALISTS LLC 1884

11/14/14

$13000.00

Thirteen thousand & no/100 ———

Apple Gas Line

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

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

1915

12/7/14

PAY TO THE ORDER OF City of Augusta

$ 3000.00

Three thousand & no/100

DOLLARS

MEMO Sidewalk Bond

[redacted]

Security Features Included Details on Back.

RESTORATION SPECIALISTS LLC

1915

RESTORATION SPECIALISTS LLC

1915

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

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

1823

09/16/14

PAY TO THE ORDER OF Pdmills Construction Group

$ 15,055.54

Fifteen thousand fifty five & 54/100

DOLLARS

MEMO Drum 1 Temp Lot

⑈000001823⑈ [redacted]

RESTORATION SPECIALISTS LLC

1823

RESTORATION SPECIALISTS LLC

1823

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

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

1895

112414

PAY TO THE ORDER OF PCG

$ 11,678.03

Eleven thousand six hundred seventy eight & 03/100 DOLLARS

Details on Back. Security features included.

MEMO Temp Lot Pay App 3

AUTHORIZED SIGNATURE

⑈000001895⑈ [redacted]

RESTORATION SPECIALISTS LLC 1895

2265 Clements Ferry Rd
Suite 204
Charleston SC 29492

RESTORATION SPECIALISTS LLC 1895

1914

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

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

12/7/14

PAY TO THE ORDER OF PLG, LLC

$ 14,737.98

Fourteen thousand seven hundred thirty seven & 98/100 — DOLLARS

MEMO October

AUTHORIZED SIGNATURE

⑈000001914⑈ [redacted]

RESTORATION SPECIALISTS LLC 1914

RESTORATION SPECIALISTS LLC 1914

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

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

1935

011415

PAY TO THE ORDER OF Polaris

$ 16491.35

Ten thousand four hundred ninety one + 35/100 = DOLLARS

MEMO Adv Fee

AUTHORIZED SIGNATURE

⑈000000 1935⑈ [redacted]

Security Features Included

RESTORATION SPECIALISTS LLC 1935

RESTORATION SPECIALISTS LLC 1935

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

WELLS FARGO BANK, N.A.
www.wellsfargo.com
64-226/610

2075

03/12/15

PAY TO THE ORDER OF PCG, LLC

$ 21,835.30

Twenty one thousand eight hundred thirty five & 30/100 DOLLARS

MEMO Dec Inv

⑈000000 2075⑈ [redacted]

RESTORATION SPECIALISTS LLC 2075

RESTORATION SPECIALISTS LLC 2075

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

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

2105

040815

PAY TO THE ORDER OF Dcb, LLC

$ 115,548.61

One hundred fifteen thousand five hundred forty eight & 61/100 — DOLLARS

MEMO Jan

AUTHORIZED SIGNATURE

⑈000002105⑈ [redacted]

RESTORATION SPECIALISTS LLC

2105

Jan 114,238.61

AH 101,310.00

RESTORATION SPECIALISTS LLC

2105

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

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

2128

PAY TO THE ORDER OF PCG, Inc

DATE
$ 99,690.00

Ninety nine thousand six hundred ninety & 00/100 DOLLARS

MEMO Bal of $201K (Atlantic)

AUTHORIZED SIGNATURE

⑈000000 2128⑈ [redacted]

RESTORATION SPECIALISTS LLC

2128

RESTORATION SPECIALISTS LLC

2128

LJSP109 MP CHECK

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

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

2159

PAY TO THE ORDER OF PGG, LLC

05/15/15
$ 139,947.47

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

MEMO Feb Invoice

AUTHORIZED SIGNATURE

⑈000002159⑈ [redacted]

Security Features Included. Details on back.

RESTORATION SPECIALISTS LLC

2159

RESTORATION SPECIALISTS LLC

2159

2242

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

WELLS FARGO BANK, N.A.
www.wellsfargo.com
61-2/810

6/14/15

PAY TO THE ORDER OF PC & L LLC

$ 80,000.00

Eighty thousand & no/100's DOLLARS

MEMO August 14

⑈000002242⑈ [redacted]

2242

RESTORATION SPECIALISTS LLC

March $136,993.47
PR 80,000.00
Bal $56,993.47

RESTORATION SPECIALISTS LLC

2242

DM2100 M/F CHECK

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

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

2247

PAY TO THE ORDER OF PCG, LLC

$ 156,562.47

One hundred fifty six thousand five hundred sixty two and 47/100 DOLLARS

MEMO March + April

AUTHORIZED SIGNATURE

[redacted]

RESTORATION SPECIALISTS LLC 2247

March 136993.47
April 99569.00
PL - 50,000.00
156,562.47

RESTORATION SPECIALISTS LLC 2247

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

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

2302

083115

PAY TO THE ORDER OF PCC, LLC

$174,500.00

One hundred seventy four thousand five hundred & 00/100 ——— DOLLARS

MEMO Appeal

AUTHORIZED SIGNATURE

⑈000002302⑈ [redacted]

RESTORATION SPECIALISTS LLC 2302

RESTORATION SPECIALISTS LLC 2302

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

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

2337

100315

PAY TO THE ORDER OF Public

$ 50,000.00

Fifty thousand & 00/100 DOLLARS

MEMO Augusta VA

AUTHORIZED SIGNATURE

⑈000002337⑈ [redacted]

RESTORATION SPECIALISTS LLC

2337

RESTORATION SPECIALISTS LLC

2337

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

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

2346

10/15/15

PAY TO THE ORDER OF PCG, LLC

$ 150,000.00

One hundred fifty thousand and no/100 ——— DOLLARS

MEMO Acquisition

AUTHORIZED SIGNATURE

⑈000000 2346⑈ [redacted]

RESTORATION SPECIALISTS LLC 2346

RESTORATION SPECIALISTS LLC 2346

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

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

2358

PAY TO THE ORDER OF PCG, LLC

1029115

$22,835.00

Twenty two thousand eight hundred thirty five and 00/100 DOLLARS

MEMO Attn:

AUTHORIZED SIGNATURE

⑈000002358⑈ [redacted]

RESTORATION SPECIALISTS LLC

2358

RESTORATION SPECIALISTS LLC

2358

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

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

2193

04/15

PAY TO THE ORDER OF Ten Dan Systems

$ 2500.00

Two thousand five hundred & no/100 DOLLARS

MEMO Augusta VA Gage

AUTHORIZED SIGNATURE

⑈000002193⑈ [redacted]

RESTORATION SPECIALISTS LLC

2193

RESTORATION SPECIALISTS LLC

2193

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

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

2336

10051S

PAY TO THE ORDER OF Tendon System

$ 16,300.00

Sixteen Thousand Three hundred + 00/100 DOLLARS

MEMO Annual UA

AUTHORIZED SIGNATURE

⑈000000 2336⑈ [redacted]

RESTORATION SPECIALISTS LLC 2336

1255 Buford Hwy Ste 204
Suwanee GA 30024

RESTORATION SPECIALISTS LLC 2336

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

WELLS FARGO BANK, N.A.
www.wellsfargo.com
54-22/810

2106

040815

PAY TO THE ORDER OF SAMCO

$ 92,232.00

Ninety two thousand two hundred thirty two + 00/100 DOLLARS

MEMO Jan

AUTHORIZED SIGNATURE

⑈000002106⑈ [redacted]

RESTORATION SPECIALISTS LLC 2106

RESTORATION SPECIALISTS LLC. 2106

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

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

2134

042215

PAY TO THE ORDER OF SAMCO

$ 51,068.68

Fifty one thousand sixty eight & 68/100 ---- DOLLARS

MEMO Thru March 31, 2015

AUTHORIZED SIGNATURE

⑈000002134⑈ [redacted]

Security Features Included Details on Back

RESTORATION SPECIALISTS LLC 2134

RESTORATION SPECIALISTS LLC 2134

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

WELLS FARGO BANK, N.A.
www.wellsfargo.com
64-22/910

2248

07-24-15

PAY TO THE ORDER OF SAMCO

$ 77,394.73

Seventy Seven thousand three hundred ninety four and 73/100 DOLLARS

MEMO Angela VA

AUTHORIZED SIGNATURE

⑈002248⑈ [redacted]

RESTORATION SPECIALISTS LLC 2248

RESTORATION SPECIALISTS LLC 2248

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

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

2335

10 05 15

PAY TO THE ORDER OF Samco

$ 48,243.27

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

MEMO Augusta VA

AUTHORIZED SIGNATURE

⑈000002335⑈ [redacted]

RESTORATION SPECIALISTS LLC

2335

3770 Fernandina Rd

Columbia SC 29210

RESTORATION SPECIALISTS LLC

2335

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

WELLS FARGO BANK, N.A.
www.wellsfargo.com
61-22/610

1793

082014

PAY TO THE ORDER OF W R Toole Engineering Inc

$ 36,320.00

Thirty six thousand three hundred twenty & 00/100 DOLLARS

MEMO August WA Temp Lot

AUTHORIZED SIGNATURE

⑈000001793⑈ [redacted]

Security Features Included

RESTORATION SPECIALISTS LLC 1793

RESTORATION SPECIALISTS LLC 1793

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

WELLS FARGO BANK, N.A.
www.wellsfargo.com
84-22/610

2019

02815

PAY TO THE ORDER OF WR Tool & Engineering

$ 8880.00

Eight thousand eight hundred eighty & 00/100 — DOLLARS

MEMO Civil (14037, 19126)

AUTHORIZED SIGNATURE

⑈000002815⑈ [redacted]

Security Features Included

RESTORATION SPECIALISTS LLC

2019

1003 Broad St
Augusta Ga 30901

RESTORATION SPECIALISTS LLC

2019

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

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

2288

08/14/15

PAY TO THE ORDER OF Division Five, Inc

$ $20,000.00

Twenty thousand & no/100 DOLLARS

MEMO Augusta VA Campus

AUTHORIZED SIGNATURE

⑈000002288⑈ [redacted]

RESTORATION SPECIALISTS LLC

2288

RESTORATION SPECIALISTS LLC

2288

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

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

2294

082115

PAY TO THE ORDER OF Division Five, Inc

$ 20,765.00

Twenty thousand seven hundred sixty five & 00/100 DOLLARS

MEMO Agreement

AUTHORIZED SIGNATURE

⑈002294⑈ [redacted]

RESTORATION SPECIALISTS LLC

2294

RESTORATION SPECIALISTS LLC

2294

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

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

2215

06251

PAY TO THE ORDER OF Reuse Electrical Services $ 32,737.00

Thirty two thousand seven hundred thirty seven and no/100 DOLLARS

MEMO Augusta VA Garage

AUTHORIZED SIGNATURE

⑈000002215⑈ [redacted]

Security Features Included Details on Back.

RESTORATION SPECIALISTS LLC 2215

RESTORATION SPECIALISTS LLC 2215

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

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

2290

082015

PAY TO THE ORDER OF Rescue Electric

$ 60,451.90

Sixty thousand four hundred fifty one & 90/100 ---- DOLLARS

MEMO

AUTHORIZED SIGNATURE

⑈000002290⑈ [redacted]

RESTORATION SPECIALISTS LLC

2290

Pay App 2 $60,451.90

RESTORATION SPECIALISTS LLC

2290

2297

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

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

08 24 15

PAY TO THE ORDER OF Reserve Electric

$ 146,658.24

One hundred forty six thousand six hundred fifty eight & 24/100 — DOLLARS

MEMO Appeals UA Pamapp 3

AUTHORIZED SIGNATURE

⑈000002297⑈ [redacted]

Security Features Available

RESTORATION SPECIALISTS LLC 2297

RESTORATION SPECIALISTS LLC 2297

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

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

2347

PAY TO THE ORDER OF Rescue Electric

101519

$6,287.35

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

MEMO Augusta VA

AUTHORIZED SIGNATURE

⑈0002347⑈ [redacted]

RESTORATION SPECIALISTS LLC

2347

$6050.00 Sec Ct Hours

$62,237.35 Augusta VA

RESTORATION SPECIALISTS LLC

2347

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

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

2107

07-08-15

PAY TO THE ORDER OF Metromark Corp

$ 112,390.20

One hundred twelve thousand three hundred ninety + 20/100 DOLLARS

MEMO Jan

AUTHORIZED SIGNATURE

⑈0000002107⑈ [redacted]

RESTORATION SPECIALISTS LLC

2107

RESTORATION SPECIALISTS LLC

2107

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

WELLS FARGO BANK, N.A.
www.wellsfargo.com
54-22/510

2163

05/15/15

PAY TO THE ORDER OF Metromont Corp

$ 1,000,000.00

One million & 00/100's DOLLARS

MEMO: Arnold VA

AUTHORIZED SIGNATURE

⑈000002163⑈ ⑆[redacted]

Security Features Included

RESTORATION SPECIALISTS LLC 2163

RESTORATION SPECIALISTS LLC 2163

2224

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

WELLS FARGO BANK, N.A.
www.wellsfargo.com
54-22/610

062915

PAY TO THE ORDER OF Metromont Corporation

$ 231,781.90

Two hundred thirty one thousand seven hundred eighty one & 90/100 DOLLARS

MEMO Augusta VA

⑈000000 2224⑈ [redacted]

RESTORATION SPECIALISTS LLC

2224

RESTORATION SPECIALISTS LLC

2224

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

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

2251

07/24/15

PAY TO THE ORDER OF Metromont Corporation

$335,937.48

Three hundred thirty five thousand nine hundred thirty seven & 48/100 DOLLARS

MEMO Arundel VA

AUTHORIZED SIGNATURE

⑈000002251⑈ [redacted]⑈

RESTORATION SPECIALISTS LLC

2251

RESTORATION SPECIALISTS LLC

2251

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

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

2303

PAY TO THE ORDER OF Metromont Corporation $307,290.92

Three hundred seven thousand two hundred ninety 92/100 DOLLARS

MEMO Augusta WA

AUTHORIZED SIGNATURE

⑈000002303⑈ [redacted]

RESTORATION SPECIALISTS LLC

2303

RESTORATION SPECIALISTS LLC

2303

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

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

2231

07/01/15

PAY TO THE ORDER OF American Elevator Company

$ 22,637.00

Twenty two thousand six hundred thirty seven and 00/100 DOLLARS

MEMO Annual UA

AUTHORIZED SIGNATURE

⑈000000 2231⑈ [redacted]

RESTORATION SPECIALISTS LLC

2231

RESTORATION SPECIALISTS LLC

2231

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

WELLS FARGO BANK, N.A.
www.wellsfargo.com
56-22/610

2235

07/06/15

PAY TO THE ORDER OF American Elevator Company Inc $ 15,500.00

Fifteen thousand five hundred and 00/100 DOLLARS

MEMO Augusta GA (Oak Pallen)

AUTHORIZED SIGNATURE

⑈000002235⑈ [redacted]

Security features included. Details on back.

RESTORATION SPECIALISTS LLC

2235

RESTORATION SPECIALISTS LLC

2235

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

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

2299

08-24-15

PAY TO THE ORDER OF American Elevator Company $ 15,500.00

Fifteen thousand five hundred + 00/100 DOLLARS

MEMO Partial Payment

AUTHORIZED SIGNATURE

⑈000002299⑈ [redacted]

RESTORATION SPECIALISTS LLC 2299

RESTORATION SPECIALISTS LLC 2299

UPS Store (Travis)
2803 Washington Rd #15
Augusta Ga 30909

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

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

2369

11315

PAY TO THE ORDER OF American Elevator Company

$ 108,886.90

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

MEMO Augusta VA

AUTHORIZED SIGNATURE

⑈002369⑈ [redacted]

RESTORATION SPECIALISTS LLC

2369

RESTORATION SPECIALISTS LLC

2369

2237

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

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

070515

PAY TO THE ORDER OF Geo Wave Solutions Inc $ 800.00

Eight hundred 00/100 DOLLARS

MEMO Augusta GA

AUTHORIZED SIGNATURE

⑈000000 2237⑈ [redacted]

RESTORATION SPECIALISTS LLC 2237

RESTORATION SPECIALISTS LLC 2237

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

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

2510

032916

PAY TO THE ORDER OF Satchel

$ 700.00

Seven hundred & no/100

DOLLARS

MEMO Augusta GA

⑈000002510⑈ [redacted]

RESTORATION SPECIALISTS LLC

2510

RESTORATION SPECIALISTS LLC

2510

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

WELLS FARGO BANK, N.A.
www.wellsfargo.com
64-22/910

1913

PAY TO THE ORDER OF Richmond County

12714
$ 25,000.00

Twenty five thousand & 00/100 DOLLARS

MEMO Draw 1

AUTHORIZED SIGNATURE

⑈000001913⑈ [redacted]

RESTORATION SPECIALISTS LLC

1913

RESTORATION SPECIALISTS LLC

1913

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

WELLS FARGO BANK, N.A.
www.wellsfargo.com
64-22/510

1934

01147

PAY TO THE ORDER OF Richmond Concrete LLC

$ 54,621.88

Fifty four thousand six hundred twenty one & 88/100

DOLLARS

MEMO Less 10%

AUTHORIZED SIGNATURE

⑈000001934⑈ [redacted]

Check Security Features Inside

RESTORATION SPECIALISTS LLC

1934

RESTORATION SPECIALISTS LLC

1934

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

WELLS FARGO BANK, N.A.
www.wellsfargo.com
54-22/610

2250

PAY TO THE ORDER OF Richmond Counte, LLC

07 2015
$ 8846.88

Eight thousand eight hundred forty six & 88/100 = DOLLARS

MEMO Ayuda UA

AUTHORIZED SIGNATURE

⑈000002250⑈ [redacted]

Security Features Included

RESTORATION SPECIALISTS LLC

2250

RESTORATION SPECIALISTS LLC

2250

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

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

1960

PAY TO THE ORDER OF Bartel & Company Contractors, Inc

01/15/15
$ 63,000.00

Sixty three thousand & no/100 DOLLARS

MEMO Augusta VA

AUTHORIZED SIGNATURE

⑈000000 1960⑈ [redacted]

Security Features Included

RESTORATION SPECIALISTS LLC 1960

RESTORATION SPECIALISTS LLC 1960

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

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

2085

032015

PAY TO THE ORDER OF Berkel & Company Contractors, Inc $469,800.00

Four hundred sixty nine thousand eight hundred & no/100 — DOLLARS

MEMO Dec Invoice

AUTHORIZED SIGNATURE

⑈000000 2085⑈ [redacted]

RESTORATION SPECIALISTS LLC

2085

RESTORATION SPECIALISTS LLC

2085

2469 S. 142 Street
PO Box 335
Bonner Springs, Kansas 66012

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

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

2211

061015

PAY TO THE ORDER OF Berkel & Company Contractors $27,656.00

Twenty seven thousand six hundred fifty six & 00/100 DOLLARS

MEMO Aquila VA

AUTHORIZED SIGNATURE

⑈000002211⑈ [redacted]

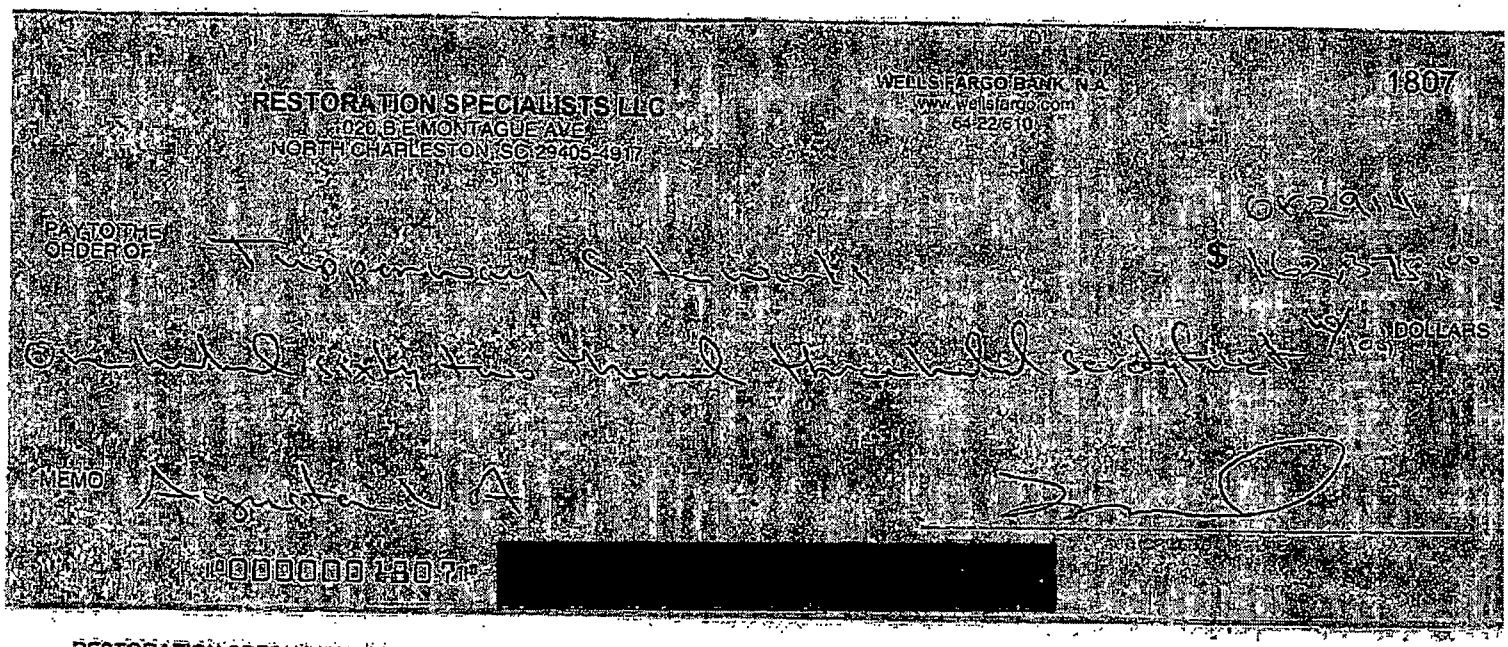
Security Features Included Details on Back

RESTORATION SPECIALISTS LLC

2211

RESTORATION SPECIALISTS LLC

2211



RESTORATION SPECIALISTS LLC 1807

RESTORATION SPECIALISTS LLC 1807

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

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

1872

PAY TO THE ORDER OF Tuppenny Silversmiths

10284
$ 34,746.50

Thirty four thousand seven hundred forty six 50/100 DOLLARS

MEMO Balance of Payapp 2

AUTHORIZED SIGNATURE

⑈001872⑈ [redacted]

RESTORATION SPECIALISTS LLC

1872

10/04/19
CK 18873 $100,000.00
10/17/19
CK 18879 $501,000.00

LMP100 MP CHECK

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

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

1885

PAY TO THE ORDER OF Tupperway Sitework

11134

$ 12,632.50

One hundred twelve thousand six hundred thirty two and 50/100 DOLLARS

MEMO App 3 Temp Lot

AUTHORIZED SIGNATURE

⑈000001885⑈ [redacted]

RESTORATION SPECIALISTS LLC

1885

Holding 10k by VA for Grass

RESTORATION SPECIALISTS LLC

1885

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

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

1912

12/5/14

PAY TO THE ORDER OF Tupperway Sitcoski

$ 158,669.45

One hundred fifty eight thousand six hundred sixty nine & 45/100 DOLLARS

MEMO VA Garage Roof Apt 1

AUTHORIZED SIGNATURE

⑈000000 1912 ⑈ [redacted]

Security Features Included Details on Back

RESTORATION SPECIALISTS LLC 1912

125 White Fence Ln
Summerville SC 29483

RESTORATION SPECIALISTS LLC 1912

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

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

1961

PAY TO THE ORDER OF Tyquan Stewart

011615

$ 59,249.40

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

MEMO Wages

AUTHORIZED SIGNATURE

[redacted]

RESTORATION SPECIALISTS LLC

1961

RESTORATION SPECIALISTS LLC

1961

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

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

2037

03/11/15

PAY TO THE ORDER OF Tupperman Sitwork

$ 6000.00

Six thousand + no/100

DOLLARS

MEMO Change Order

AUTHORIZED SIGNATURE

⑈000000 2037⑈ [redacted]

RESTORATION SPECIALISTS LLC

2037

RESTORATION SPECIALISTS LLC

2037

03/11/15

Tupperman

Change Order

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

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

2160

05/15/15

PAY TO THE ORDER OF Tapperway Sitework

$ 29,025.28

Twenty nine thousand twenty five & 28/100 ——— DOLLARS

MEMO

[redacted]

RESTORATION SPECIALISTS LLC

2160

RESTORATION SPECIALISTS LLC

2160

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

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

2214

PAY TO THE ORDER OF Tuppenny Site works

062415

$ 22366.00

Twenty two thousand three hundred sixty six & 00/100 DOLLARS

MEMO Balance March + April 09

AUTHORIZED SIGNATURE

⑈000002214⑈ [redacted]

RESTORATION SPECIALISTS LLC

2214

RESTORATION SPECIALISTS LLC

2214

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

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

2249

07215

PAY TO THE ORDER OF Tapestry Sitework

$ 27,049.00

Twenty seven thousand forty nine & 00/100 DOLLARS

MEMO Dwight & VA

AUTHORIZED SIGNATURE

⑈000002249⑈ [redacted]

RESTORATION SPECIALISTS LLC

2249

RESTORATION SPECIALISTS LLC

2249

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

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

2295

PAY TO THE ORDER OF Tupperway Sitework

08/21/15
$ 39,267.93

Thirty nine thousand two hundred sixty seven + 93/100 — DOLLARS

MEMO May; CO 11 + 12

AUTHORIZED SIGNATURE

⑈000000 2295⑈ [redacted]

RESTORATION SPECIALISTS LLC

2295

May 20,198.99
CO 11 9568.94
CO 12 9500.00

RESTORATION SPECIALISTS LLC

2295

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

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

2216

062515

PAY TO THE ORDER OF Watts & Assoc. Roofing Inc $ 8,614.00

Eight thousand six hundred fourteen and no/100 DOLLARS

MEMO Agusta VA comp

AUTHORIZED SIGNATURE

⑈002216⑈ [redacted]

Security Features Included

RESTORATION SPECIALISTS LLC 2216

RESTORATION SPECIALISTS LLC 2216

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

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

2327

092415

PAY TO THE ORDER OF Wells + Associates Waterproofing LLC $38,893.00

Thirty eight thousand eight hundred ninety three & no/100 DOLLARS

MEMO Asphalt VA

AUTHORIZED SIGNATURE

⑈000002327⑈ [redacted]

RESTORATION SPECIALISTS LLC

2327

7116 Fairfield Rd
Columbia SC 29203

RESTORATION SPECIALISTS LLC

2327

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

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

1962

PAY TO THE ORDER OF CSRA

01201
$ 10,058.50

Ten thousand fifty eight & 50/100

DOLLARS

MEMO Augusta GA

AUTHORIZED SIGNATURE

⑈000001962⑈ [redacted]

Security Features Included

RESTORATION SPECIALISTS LLC

1962

RESTORATION SPECIALISTS LLC

1962

2209

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

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

06/8/15

PAY TO THE ORDER OF CSRA Testing and Engineering $ 22,945.50

Twenty two thousand four hundred forty five & 50/100 DOLLARS

MEMO Augusta VA

AUTHORIZED SIGNATURE

Details on Back. Security Features Included

⑈000002209⑈ [redacted]

RESTORATION SPECIALISTS LLC 2209

RESTORATION SPECIALISTS LLC 2209

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

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

2359

PAY TO THE ORDER OF Haley Ray Parcmet Marking

10291
$ 22580.00

Twenty two thousand five hundred eighty two/100 DOLLARS

MEMO Augusta VA

AUTHORIZED SIGNATURE

⑈000002359⑈ [redacted]

RESTORATION SPECIALISTS LLC

2359

RESTORATION SPECIALISTS LLC

2359

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

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

2038

03/11/15

PAY TO THE ORDER OF Trapp Land Surveying, Inc

$ 1,301.25

Four hundred three hundred one & 25/100 DOLLARS

MEMO

AUTHORIZED SIGNATURE

⑈000002038⑈ [redacted]

RESTORATION SPECIALISTS LLC

2038

RESTORATION SPECIALISTS LLC

2038

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

WELLS FARGO BANK, N.A.
www.wellsfargo.com
54-22/610

2259

080515

PAY TO THE ORDER OF Signature

$ 39,346.00

Thirty nine thousand three hundred forty six & no/100 DOLLARS

MEMO Apple VA

AUTHORIZED SIGNATURE

⑈000000 2259⑈ [redacted]

RESTORATION SPECIALISTS LLC

2259

Rich Heaton
607 Brighton St
Orangeburg SC 29115

RESTORATION SPECIALISTS LLC

2259

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

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

2326

PAY TO THE ORDER OF Century Glass

092415

$ 19,480.50

One thousand four hundred eighty & 50/100 DOLLAR

MEMO Augusta VA

AUTHORIZED SIGNATURE

⑈000002326⑈ [redacted]

RESTORATION SPECIALISTS LLC

2326

4059 Broad River Rd
Columbia SC 29210

RESTORATION SPECIALISTS LLC

2326

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

WELLS FARGO BANK, N.A.
www.wellsfargo.com
64-22/619

2533

PAY TO THE ORDER OF Klosinski Overstreet, LLP

05/16/16
$ 2,246.25

Two thousand two hundred forty six & 25/100 ~ DOLLARS

MEMO Jan (Agreed)

AUTHORIZED SIGNATURE

⑈000002533⑈ [redacted]

RESTORATION SPECIALISTS LLC

2533

RESTORATION SPECIALISTS LLC

2533

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

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

2556

060911

PAY TO THE ORDER OF Klosinski Overstreet, LLP $ 21,246.26

Twenty one thousand two hundred forty six & 26/100 DOLLARS

MEMO Jan Augusta VA

AUTHORIZED SIGNATURE

⑈000000 2556⑈ [redacted]

RESTORATION SPECIALISTS LLC 2556

Attn Charity Wills
7 Georgia Cotton Ct
Augusta GA 30909

RESTORATION SPECIALISTS LLC 2556

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

WELLS FARGO BANK, N.A.
www.wellsfargo.com
54-22/610

2423

PAY TO THE ORDER OF Hanover Insurance Group

05/20/16

$ 10,000.00

Ten thousand and 00/100 DOLLARS

MEMO Bond Claim Payment 1

AUTHORIZED SIGNATURE

⑈000002423⑈ [redacted]⑆

RESTORATION SPECIALISTS LLC

2423

RESTORATION SPECIALISTS LLC

2423

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

WELLS FARGO BANK, N.A.
www.wellsfargo.com
54-22/510

2557

PAY TO THE ORDER OF Hanover Insurance Comp

06/04/16

$ 10,000.00

Ten thousand + no/100

DOLLARS

MEMO Bond Claim Payment 2

AUTHORIZED SIGNATURE

⑈000000 2557⑈ [redacted]

RESTORATION SPECIALISTS LLC

2557

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

RESTORATION SPECIALISTS LLC

2557

RESTORATION SPECIALISTS LLC
7042-A E MONTAGUE AVE
NORTH CHARLESTON, SC 29405

WELLS FARGO BANK, N.A.
www.wellsfargo.com
84-22/610

2555

06/09/16

PAY TO THE ORDER OF Omaha McGann Inc

$ 27910.00

Twenty seven thousand nine hundred ten & 00/100 DOLLARS

MEMO Aug. 16 U.A. Engr.

AUTHORIZED SIGNATURE

⑈000000 2555⑈ [redacted]

RESTORATION SPECIALISTS LLC

2555

Timothy Wells
2699 Pelham Rd
Minneapolis MN 55113

RESTORATION SPECIALISTS LLC

2555

1859

RESTORATION SPECIALISTS LLC
1050 B E MONTAGUE AVE
NORTH CHARLESTON, SC 29405-4917

WELLS FARGO BANK, N.A.
www.wellsfargo.com
54-22/810

102314

$ 34,187.42

PAY TO THE ORDER OF PCG, LLC

Thirty Four thousand one hundred eighty seven & 42/100 DOLLARS

Security Features Included Details on Back

MEMO Apply via Temp Ltr

[redacted]

⑈000001859⑈

Per 11/07/2014 202-11 1 0

Non Deposit Only

2574

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

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

071216

PAY TO THE ORDER OF Hanover

$ 10,000.00

Ten thousand & no/100 DOLLARS

MEMO July Payment

AUTHORIZED SIGNATURE

Security Features Included

⑈000000 2574⑈ [redacted]

RESTORATION SPECIALISTS LLC 2574

RESTORATION SPECIALISTS LLC 2574

TEAMING AGREEMENT

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

ARTICLE 1 SUBMISSION OF PROPOSAL

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

ARTICLE 2 PERFORMANCE OF CONTRACTS

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

ARTICLE 3 EXCLUSIVE AGREEMENT

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

ARTICLE 4 SCOPE OF AGREEMENT

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

(a) Confer any right or impose any obligation or restriction on either Party with respect to any other efforts or marketing activity at any time undertaken by either Party hereto, jointly or separately; or

(b) Preclude either Party hereto from soliciting or accepting any prime contract or subcontract from any third Party (or subcontractor of any tier) under any other solicitation during or after termination of this Agreement; or

(c) Limit the rights of either Party to promote, market, sell, lease, license or otherwise dispose of its standard products or services, except where such would conflict with the obligations of the Party under this Agreement.

ARTICLE 5 RELATIONSHIP

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

ARTICLE 6 EXCHANGE OF CONFIDENTIAL INFORMATION

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

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

(a) Is in the public domain at the time it is disclosed; or

(b) Is known, as demonstrated by written documentation, to the Party receiving it at the time of disclosure; or

(c) Is used or disclosed with the prior written approval of the other Party; or

(d) Becomes known to the receiving Party from a source other than the disclosing Party; or

(e) Is independently developed, separate from the activities undertaken pursuant to this Agreement; or

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

ARTICLE 7 TERMINATION

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

(a) Notice from Customer that the Project has been cancelled, or that the prime contract will not be awarded to RS or PCG;

(b) Award to other contractors to the exclusion of RS or PCG of contracts for all or substantially all of the Project work contemplated by the proposal;

(c) Notice from the Customer that RS or PCG is unacceptable in the role and function set forth in the proposal; however, if the Customer requests a change in the role and/or function of RS or PCG, this Agreement shall not be deemed terminated unless RS and PCG fail to agree to effect appropriate changes within the time period permitted by the Customer;

(d) Either Party hereto may exercise an option to terminate this Agreement for its convenience. A condition enabling this right is that the Party which withdraws shall not compete for this Project either as an individual firm or in combination with any other firm;

(e) Execution by both Parties hereto of the contractual arrangement between themselves contemplated by this Agreement, or failure of the Parties hereto to agree on the terms of the contemplated arrangement;

(f) The failure of the Parties hereto and the Customer to reach agreement on the terms of the contemplated prime contract;

(g) The expiration of 24 months from the effective date hereof; provided, however, if the proposal has been submitted and is under consideration by the Customer upon the expiration of such 24 month period, this Agreement shall continue to be in force until terminated pursuant to one of the foregoing conditions; and provided further that if an award is made by the Customer on the proposal at any time after the 24 month period is over, this Agreement shall be deemed to have continued in full force and effect.

(h) Mutual agreement of the Parties.

ARTICLE 8 COSTS

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

ARTICLE 9 DAMAGES

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

ARTICLE 10 ASSIGNMENT

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

ARTICLE 11 NOTICE

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

Attention: Mark Ward	Attention: Jay Handegan
Restoration Specialists, LLC	Palmetto Construction Group, LLC
PO Box 5352	2265 Clements Ferry Rd. Suite 204
Savannah, Ga. 31414	Charleston, SC 29492
(912) 659-4355	(843) 971-7156

ARTICLE 12 ENTIRE AGREEMENT

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

RESTORATION SPECIALISTS LLC	PALMETTO CONSTRUCTION GROUP
By: _____	By: _____
(Authorized Signature)	(Authorized Signature)
Title: Managing Member	Title: Vice President
Date: 12-01-11	Date: 12/7/11

EXHIBIT A

AREAS OF PROJECT PARTICIPATION

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

AREAS OF RESPONSIBILITY

RS

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

PCG

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

SPS

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

Other Sub Contractors

Pre Casters

EXHIBIT B

Standard Subcontract Terms and Conditions

AIA® Document A401™ – 2007

Standard Form of Agreement Between Contractor and Subcontractor

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

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

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

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

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

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

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

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

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

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

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

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

Structured Parking Solutions
21 South Tarragona Street, Suite 101

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

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

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

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

Init.
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User Notes: (1114130519)

Pensacola, FL 32502

The Contractor and the Subcontractor agree as follows.

Init.
/

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User Notes:
(1114130519)

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8 THE WORK OF THIS SUBCONTRACT

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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 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 supervision and management of concrete subcontractor (Atlantic Concrete Contractors). See PCG Subcontract Breakdown spreadsheet dated 9/5/14 provided, attached. **Note:** It is the subcontractor's responsibility to visit Submittal Exchange (www.submittalexchange.com) to access and verify they are using the latest revisions of all contract documents. An email invitation will be sent to each subcontractor's point of contact to initiate	Commence Work: Mobilize 9/22/14 Completion Date: Final Completion 7/7/15

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access to the site. ALL SUBMITTALS FROM SUBCONTRACTORS ARE TO BE SUBMITTED TO RESTORATION SPECIALISTS BY UPLOADING PDF DOCUMENTS TO THE SUBMITTAL EXHANGE SITE.
Schedule: As follows
Submittals: Submittals are due no later than 9/23/14 (submitted electronically via. Submittal Exchange)

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

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

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

ARTICLE 10 SUBCONTRACT SUM

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

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

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

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

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

Item	Price
N/A	

ARTICLE 11 PROGRESS PAYMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 11.9 SUBSTANTIAL COMPLETION

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

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

ARTICLE 12 FINAL PAYMENT

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

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

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

ARTICLE 13 INSURANCE AND BONDS

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 14 TEMPORARY FACILITIES AND WORKING CONDITIONS
§ 14.1 The Contractor shall furnish and make available at no cost to the Subcontractor the Contractor's temporary facilities, equipment and services, except as noted below:

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

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

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ARTICLE 15 MISCELLANEOUS PROVISIONS

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

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

%

(Paragraphs deleted)

§ 15.3 Retainage and any reduction thereto are as follows:

0% (zero)

(Paragraph deleted)

ARTICLE 16 ENUMERATION OF SUBCONTRACT DOCUMENTS

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

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

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

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

Modification	Date

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

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

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

1. PCG Subcontract Breakdown
2. Atlantic Concrete Subcontract

This Contract / P.O. Number will be: 1401-010000-005
This Contract / P.O. # is to be referenced on all billings / invoices / submittals, etc.

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

RESTORATION SPECIALISTS, LLC	PALMETTO CONSTRUCTION GROUP, LLC
CONTRACTOR *(Signature)*	SUBCONTRACTOR *(Signature)*
Mark Ward – Managing Member	Jay Hannegan Vice President
(Printed name and title)	*(Printed name and title)*

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PCG SUBCONTRACT BREAKDOWN

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

PCG SUPERINTENDENT AMOUNT:	$93,900.00
PCG SUBCONTRACT AMOUNT:	$988,442.10
TOTAL:	$1,082,342.10

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

056 1288

Zarigs Fedx 4/17/12 cc. CATL

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

Agreement of Indemnity

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

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

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

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

(a) by having executed or procured the execution of the bonds; or

(b) in making an independent investigation of any claim, demand, or suit; or

(c) in defending any suit, action, mediation, arbitration or any other proceeding to obtain release from liability whether the Surety, in its sole discretion, elects to employ its own attorney or permits or requires Indemnitors to defend the Surety; or

(d) in enforcing any of the covenants, terms and conditions of this Agreement.

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

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

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

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

(a) all right, title and interest of the Indemnitors in and to all tools, plants, equipment and materials of every nature and description that may now or hereafter be upon the site of the contracted work or elsewhere for the purpose of the contract; and

(b) all right, title and interest of the Indemnitors in and to the contract including all rights in and to all subcontracts or purchase orders let or to be let in connection therewith; and

(c) all monies retained, due, or due in the future on account of any contract, whether bonded or unbonded, in which any or all the Indemnitors have an interest; and

(d) all right, title and interest, or use of any license, patent, trademark or copyright held by Indemnitors in connection with contracted work or required for the completion of any contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

INDIVIDUAL ACKNOWLEDGMENT

Address:
3 Bailey Reach
Savannah, GA 31411

SS# or Fed. Tax ID #: [redacted]

Indemnitor:
Reuben Mark Ward

By: [signature]

Date of Birth (if individual): [redacted]

STATE OF Georgia
COUNTY OF Chatham SS

On this 11th day of April, in the year 2012, before me personally came Reuben Mark Ward
to me known and known to me to be the individual who executed the foregoing instrument and who duly acknowledged to me that he executed the same.

Notary Public: [signature]

Notary registration no:

Address and telephone no.: 116A Coleman Blvd Savannah, GA 31408 (912)748-1825

Commission expires: March 23, 2013

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

Instructions: If the Indemnitor is an individual, type full name, sign on next line, and fill in address, SS #, and DOB. If the Indemnitor is a corporation, type full name, impress with seal, sign on next line along with capacity of officer signing, and fill in corporate address and Fed. Tax ID #. A corporate resolution authorizing the officer to execute this Agreement should also be attached. If partnership, type firm name, with signature of the partner signing on behalf, and fill in firm address and Fed. Tax ID #. Each partner should sign as an Indemnitor.

This instrument should be dated, each signature block filled out completely, and all signatures must be properly acknowledged in the presence of a Notary Public. Attach additional signature blocks and acknowledgement forms if necessary.

INDIVIDUAL ACKNOWLEDGMENT

Address:
3 Bailey Reach

Savannah, GA 31411

SS# or Fed. Tax ID #: [redacted]

Indemnitor:
Lynnette Pennington Ward

By: Lynette W. P.

Date of Birth (if individual): [redacted]13

STATE OF Georgia
COUNTY OF Chatham SS

On this 11th day of April, in the year 2012, before me personally came Lynnette Pennington Ward to me known and known to me to be the individual who executed the foregoing instrument and who duly acknowledged to me that S. he executed the same.

Notary Public: [signature] Notary registration no:

Address and telephone no: 118A Coleman Blvd Savannah, GA 31408 (912) 748-1825

Commission expires: March 23, 2013

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

INDIVIDUAL ACKNOWLEDGMENT

Address:
4520 Oyster Bill Road

Meggett, SC 29449

SS# or Fed. Tax ID #: [redacted]

Indemnitor:
John M. Kendle, Jr.

By: [signature]

Date of Birth (if individual): [redacted]/50

STATE OF SC
COUNTY OF Berkeley SS

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

Notary Public: [signature] Notary registration no: N/A

Address and telephone no: 134 Two Pond Loop Ladson SC 29456 843 6702670

Commission expires: 2/10/19

Instructions: If the Indemnitor is an individual, type full name, sign on next line, and fill in address, SS #, and DOB. If the Indemnitor is a corporation, type full name, impress with seal, sign on next line along with capacity of officer signing, and fill in corporate address and Fed. Tax ID #. A corporate resolution authorizing the officer to execute this Agreement should also be attached. If partnership, type firm name, with signature of the partner signing on behalf, and fill in firm address and Fed. Tax ID #. Each partner should sign as an Indemnitor.

This instrument should be dated, each signature block filled out completely, and all signatures must be properly acknowledged in the presence of a Notary Public. Attach additional signature blocks and acknowledgement forms if necessary.

INDIVIDUAL ACKNOWLEDGMENT

Address:
2000 Brick Kiln Parkway
Mt. Pleasant, SC 29466
SS# or Fed. Tax ID #: [redacted]

Indemnitor:
Jerry S. Handegan
By: [signature]
Date of Birth (if individual): [redacted]71

STATE OF SC
COUNTY OF Berkeley SS

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

Notary Public: [signature] Notary registration no: N/A
Address and telephone no: 134 Two Pond Loop Ladson SC 29456 843 1070 2170
Commission expires: 2/10/19

INDIVIDUAL ACKNOWLEDGMENT

Address:
2000 Brick Kiln Parkway
Mt. Pleasant, SC 29466
SS# or Fed. Tax ID #: [redacted]

Indemnitor:
Jill Gayle Handegan
By: Jill Gayle Handegan
Date of Birth (if individual): [redacted]70

STATE OF SC
COUNTY OF Berkeley SS

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

Notary Public: [signature] Notary registration no: N/A
Address and telephone no: 134 Two Pond Loop Ladson SC 29456 843 1070 2170
Commission expires: 2/10/19

Instructions: If the indemnitor is an individual, type full name, sign on next line, and fill in address, SS #, and DOB. If the indemnitor is a corporation, type full name, impress with seal, sign on next line along with capacity of officer signing, and fill in corporate address and Fed. Tax ID #. A corporate resolution authorizing the officer to execute this Agreement should also be attached. If partnership, type firm name, with signature of the partner signing on behalf, and fill in firm address and Fed. Tax ID #. Each partner should sign as an indemnitor.

This instrument should be dated, each signature block filled out completely, and all signatures must be properly acknowledged in the presence of a Notary Public. Attach additional signature blocks and acknowledgement forms if necessary.

INDIVIDUAL ACKNOWLEDGMENT

Address: 53 Catfish Court
Ridgeville, SC 29472
SS# or Fed. Tax ID #: [redacted]

Indemnitor: Stephen C. Dandridge
By: Stephen C Dandridge
Date of Birth (if individual): [redacted]/60

STATE OF SC
COUNTY OF Berkeley SS

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

Notary Public: [signature] Notary registration no: N/A
Address and telephone no.: 134 Two Pond Loop Ladson SC 29456 8133070210 70
Commission expires: 2/10/19

INDIVIDUAL ACKNOWLEDGMENT

Address:

Indemnitor:

By:

SS# or Fed. Tax ID #:

Date of Birth (if individual):

STATE OF
COUNTY OF SS

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

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

Instructions: If the indemnitor is an individual, type full name, sign on next line, and fill in address, SS #, and DOB. If the indemnitor is a corporation, type full name, impress with seal, sign on next line along with capacity of officer signing, and fill in corporate address and Fed. Tax ID #. A corporate resolution authorizing the officer to execute this Agreement should also be attached. If partnership, type firm name, with signature of the partner signing on behalf, and fill in firm address and Fed. Tax ID #. Each partner should sign as an indemnitor.

This instrument should be dated, each signature block filled out completely, and all signatures must be properly acknowledged in the presence of a Notary Public. Attach additional signature blocks and acknowledgement forms if necessary.

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

Address:
P.O. Box 5352

Savannah, GA 31414

SS# or Fed. Tax ID #: [redacted]

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

By: _____
(Signature)

Reuben Mark Ward, Managing Member
(Name and Title)

STATE OF Georgia
COUNTY OF Chatham SS

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

On this 11th day of April, in the year 2012, before me personally came Reuben Mark Ward to me known, who, being by me duly sworn, deposes and says that he resides in Savannah, GA that he is the Managing Member of Restoration Specialists, LLC the Limited Liability Company described in and which executed the foregoing instrument; that same is authorized under the Articles of Organization and the Operating Agreement as amended and in effect this date to execute the foregoing instrument and so bind the Limited Liability Company.

Notary Public: _____ Notary registration no: _____

Address and telephone no: 116A Coleman Blvd, Savannah, GA 31406 (912) 748-18[illegible]

Commission expires: March 23, 2013

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

Address:
2265 Clements Ferry Road

Suite 204

Charleston, SC 29492

SS# or Fed. Tax ID #: [redacted]

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

By: _____
(Signature)

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

STATE OF SC
COUNTY OF Berkeley SS

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

Notary Public: _____ Notary registration no: N/A

Address and telephone no: 134 Two Pond Loop Ladson SC 29456 8431690 2670

Commission expires: 2/10/19

Instructions: If the Indemnitor is an individual, type full name, sign on next line, and fill in address, SS #, and DOB. If the Indemnitor is a corporation, type full name, impress with seal, sign on next line along with capacity of officer signing, and fill in corporate address and Fed. Tax ID #. A corporate resolution authorizing the officer to execute this Agreement should also be attached. If partnership, type firm name, with signature of the partner signing on behalf, and fill in firm address and Fed. Tax ID #. Each partner should sign as an Indemnitor.

This instrument should be dated, each signature block filled out completely, and all signatures must be properly acknowledged in the presence of a Notary Public. Attach additional signature blocks and acknowledgement forms if necessary.

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

RESOLUTION

Ratifying/Execution of General Indemnity Agreement

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

"Whereas, this Company is materially interested through teaming agreement

in transactions in connection with which Restoration Specialists, LLC (hereafter call the Principal)

has applied or may hereafter apply to The Hanover Insurance Company and/or the Massachusetts Bay Insurance Company and/or Citizens Insurance Company of America, (hereinafter called Surety) for bonds or undertakings; and

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

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

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

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

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

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

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

the City of Charleston State of SC

this 2nd day of April, 2012

, Managing Member

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

RESOLUTION

Ratifying/Execution of General Indemnity Agreement

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

"Whereas, this Company is materially interested through teaming agreement

in transactions in connection with which Palmetto Construction Group, LLC (hereafter call the Principal)

has applied or may hereafter apply to The Hanover Insurance Company and/or the Massachusetts Bay Insurance Company and/or Citizens Insurance Company of America, (hereinafter called Surety) for bonds or undertakings; and

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

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

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

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

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

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

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

the City of Sarasota State of Fla

this 11 day of April, 2012

, Managing Member

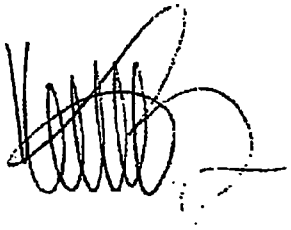
Mark, please sign and have your wife sign where the yellow tags are.

[redacted]

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

Thanks,

Kassy



Mark,

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

Xaina

Bond No. 1944091

PERFORMANCE BOND *(See Instructions on reverse)*	DATE BOND EXECUTED *(Must be same or later than date of contract)* April 23, 2012	OMB No. 9000-0045

Public reporting burden for this collection of information is estimated to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, D.C. 20405

PRINCIPAL *(Legal name and business address)*	TYPE OF ORGANIZATION *("X" one)*
Restoration Specialists, LLC P. O. Box 5352. Savannah, GA 31414	☐ INDIVIDUAL ☐ PARTNERSHIP ☐ JOINT VENTURE ☒ CORPORATION STATE OF INCORPORATION: GA
SURETY(IES) *(Name(s) and business address(es))* The Hanover Insurance Company 440 Lincoln Street Worcester, MA 01653	PENAL SUM OF BOND MILLION(S): 5 — THOUSAND(S): 999 — HUNDRED(S): 860 — CENTS: 00 CONTRACT DATE: March 13, 2012 — CONTRACT NO.: VA247-C-0035

OBLIGATION:

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

CONDITIONS:

The Principal has entered into the contract identified above.

THEREFORE:

The above obligation is void if the Principal –

(a)(1) Performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of the contract during the original term of the contract and any extensions thereof that are granted by the Government, with or without notice to the Surety(ies), and during the life of any guaranty required under the contract, and (2) performs and fulfills all the undertakings, covenants, terms conditions, and agreements of any and all duly authorized modifications of the contract that hereafter are made. Notice of those modifications to the Surety(ies) are waived.

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

WITNESS:

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

Restoration Specialists, LLC	PRINCIPAL			
SIGNATURE(S)	1. (Seal)	2. (Seal)	3. (Seal)	Corporate Seal
NAME(S) & TITLE(S) *(Typed)*	1.	2.	3.	

INDIVIDUAL SURETY(IES)			
SIGNATURE(S)	1. (Seal)	2. (Seal)	
NAME(S) *(Typed)*	1.	2.	

The Hanover Insurance Company	CORPORATE SURETY(IES)			
SURETY A — NAME & ADDRESS	440 Lincoln Street Worcester, MA 01653	STATE OF INC.: NH	LIABILITY LIMIT: $96,082,000.00	
SURETY A — SIGNATURE(S)	1.	2.		Corporate Seal
SURETY A — NAME(S) & TITLE(S) *(Typed)*	1. Laura W. Dennison Attorney-in-Fact	2.		

CORPORATE SURETY(IES) *(Continued)*

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

BOND PREMIUM ▶	RATE PER THOUSAND $ $15 1st 500M; $12 next $2 mil; $9 next $2.5mil; $8 next $2.5 mil	TOTAL $61,999.00 $0.00

INSTRUCTIONS

1. This form is authorized for use in connection with Government contracts. Any deviation from this form will require the written approval of the Administrator of General Services.

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

3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of the approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the paces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.

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

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

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

STANDARD FORM 25 (REV. 5-96) BACK

Bond No. 1944091

PAYMENT BOND *(See instructions on reverse)*	DATE BOND EXECUTED *(Must be same or later than date of contract)* April 23, 2012	OMB No.:9000-0045 Expires: 11/30/2012

Public reporting burden for this collection of information is estimate to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405.

PRINCIPAL *(Legal name and business address)*	TYPE OF ORGANIZATION *("X" one)*
Restoration Specialists, LLC P. O. Box 5352 Savannah, GA 31414	☐ INDIVIDUAL ☐ PARTNERSHIP ☐ JOINT VENTURE ☒ CORPORATION STATE OF INCORPORATION: GA
SURETY(IES) *(Name(s) and business address(es)*	PENAL SUM OF BOND
The Hanover Insurance Company 440 Lincoln Street Worcester, MA 01653	MILLION(S): 5 · THOUSAND(S): 999 · HUNDRED(S): 860 · CENTS: 00 CONTRACT DATE: March 13, 2012 · CONTRACT NO.: VA247-C-0035

OBLIGATION:

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

CONDITIONS:

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

WITNESS:

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

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

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STANDARD FORM 25A (REV. 10-98)
Prescribed by GSA-FAR (48 CFR) 53.228(c)

CORPORATE SURETY(IES) *(Continued)*

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

INSTRUCTIONS

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

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

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

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

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

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

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

Palmetto Construction Group, LLC.
2265 Clements Ferry Road, Suite 204, Charleston, SC 29492 T: 843.971.7156 F: 843.971.3775

Mark Ward
Restoration Specialists
1042-A East Montague Avenue
Charleston, SC 29405

Date: May 13, 2015

RE: Copy of Signed Contract – VAMC Parking Garage

Mark,

I hope you are doing well. Please find the signed contract attached. I am sorry for the delay as that John gave me this a while back to sign but I forgot to send it back to you.

John tells me that the project is going very well onsite and that it is coming to an end (roughly six weeks to finish). He believes this project will be highly profitable, in excess of $800,000, which is great news. At this point I believe it is a good time to sit down and open our books to each other since we have the 50/50 profit share at the end of the project.

Please let me hear from you as to when would be a good time to meet. I am glad to travel to Savannah if that is more convenient for you.

If you have any questions please do not hesitate to contact me. Also if you see any other projects to go after that we would be a good fit together on please let me know. Thanks for your help and look forward to hearing back from you.

Sincerely,

Jay Handegan

Vice President
Palmetto Construction Group, LLC

From: Mark Ward [mailto:mward@restspec.com]
Sent: Monday, January 11, 2016 2:23 PM
To: RUDNIK, JAMES E
Subject: RE: [FWD: Tupperway Bond Claim]

Certainly not what I want but I don't think we can win this argument

-------- Original Message --------
Subject: RE: [FWD: Tupperway Bond Claim]
From: "RUDNIK, JAMES E" <JRUDNIK@HANOVER.COM>
Date: Mon, January 11, 2016 2:21 pm
To: Mark Ward <mward@restspec.com>

So I should just pay them?

JER

From: Mark Ward [mailto:mward@restspec.com]
Sent: Monday, January 11, 2016 2:20 PM
To: RUDNIK, JAMES E
Subject: RE: [FWD: Tupperway Bond Claim]

We signed both change orders for them under pressure. I don't think I have anything to legitimately argue our case.

-------- Original Message --------
Subject: RE: [FWD: Tupperway Bond Claim]
From: "RUDNIK, JAMES E" <JRUDNIK@HANOVER.COM>
Date: Mon, January 11, 2016 2:09 pm
To: Mark Ward <mward@restspec.com>

Thank you.

When will you have the back-up for the Berkel claim? I need to call their counsel today regarding the law suit.

JER

From: Mark Ward [mailto:mward@restspec.com]
Sent: Monday, January 11, 2016 2:08 PM
To: RUDNIK, JAMES E
Cc: Jay Handegan jay handegan jay handegan jay@pcgllc.net (jay@pcgllc.net); John Kendle John Kendle John M. Kendle (john@pcgllc.net); Criss Williams
Subject: RE: [FWD: Tupperway Bond Claim]

I'm sorry I thought this was attached. Jay can you forward the final grade invoice from Atlantic.

-------- Original Message --------
Subject: RE: [FWD: Tupperway Bond Claim]
From: "RUDNIK, JAMES E" <JRUDNIK@HANOVER.COM>
Date: Mon, January 11, 2016 1:54 pm
To: Mark Ward <mward@restspec.com>
Cc: "Jay Handegan jay handegan jay handegan <jay@pcgllc.net> (jay@pcgllc.net)" <jay@pcgllc.net>, "John Kendle John Kendle John M. Kendle (john@pcgllc.net)" <john@pcgllc.net>, Criss Williams <Criss.Williams@usi.biz>

Mark;

I need the back charge documents – Today!

Regareds,

From: Mark Ward [mailto:mward@restspec.com]
Sent: Monday, January 11, 2016 1:52 PM
To: RUDNIK, JAMES E
Cc: Mark Ward
Subject: [FWD: Tupperway Bond Claim]

After digging into the daily reports and the events that transpired I can not legitimately blame Tupperway for the delays. There were two items that he was contracted to do that he did not complete which are the establishing of the grass for the temp lot and final grade for the parking garage. The amount undisputed is **$236,708.84**

Tupperways Original Contract was split between two phases.

Phase One was the temp lot:
$523,304.00 Contract amount
$6450.00 Agreed Change Order
$529,754.00
-$14,350.00 Back Charge for establishing the grass on site. Completed by Jacobs Landscape.
$515,405.00 Total for Phase 1

Phase Two was the parking garage:
$489,524.00 Contract amount
$104,417.00 Agreed Change Orders
$593,941.00
-$11,856.00 Back Charge for fine grading completed by Atlantic
$582,085.00 Total for Phase 2

$1,097,490.00 Total Owed to Tupperway
$860,781.16 Previous Payments Made
$236,708.84 Balance due to Tupperway

Let me know if you need anything else.

This e-mail, including attachments, is intended for the exclusive use of the addressee and may contain proprietary, confidential or privileged information. If you are not the intended recipient, any dissemination, use, distribution or copying is strictly prohibited. If you have received this e-mail in error, please

notify me via return e-mail and permanently delete the original and destroy all copies.

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

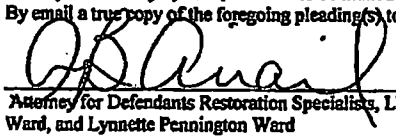


A. Bright Ariail
125 Wappoo Creek Drive
Building E, Suite 202
Charleston, SC 29412

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

Damages Summary
GA VA Parking Garage

Receivable Due to PCG	$184,858.69
Profit Share per 50/50 Agreement	$221,730.46
Current Due to Hanover	$1,230,888.71
Pending Due to Hanover	$44,387.00
Total Damages	$1,681,864.86

Proof of Profitablity
GA VA Parking Garage

Per Mark Ward	
Total Contract	$8,194,028.71
Subcontracted Cost	$6,929,212.00
In House Cost	$1,038,724.04
Profit	$226,092.67

Per Agreement with PCG	
Total Contract	$8,194,028.71
Subcontracted Cost	$7,108,182.00
In House Cost	$642,385.80
Subtotal	$443,460.91
Profit	$443,460.91

CONTRACT LOG FOR VMAC PARKING - VA247-12-C-0035

Updated 6/10/2016

Subcontractor	Scope of Work	Contract #	Change Order #	Contract Amount	Contract Amt w/Change Orders	Payment Status
Amano McGann	Park. Equip	1401-111200-011	00	$14,747.85		
Amano McGann			01	$4,904.43		
Amano McGann			02	$4,872.04	$24,524.32	RS Paid $27,910.05
American Elevator	Elevator	1401-142400-018	00	$232,177.00		
American Elevator			01	$17,545.00		
American Elevator			02	-$1,999.44		
American Elevator			03	-$578.73		
American Elevator			04	-$17,193.00	$229,950.83	RS paid $162,523.9
Baker Roofing	Roofing	1401-084113-025	00	$21,158.00		
Baker Roofing			01	$810.00	$21,968.00	PD by RS
Berkel & Company	Augercast	1401-311316-004	00	$585,000.00		
Berkel & Company			01	$27,656.00		
Berkel & Company			02	$42,600.00	$655,256.00	RS paid $560,456.00
Century Glass	Storefront	1401-084113-010	00	$21,645.00		PD by RS
Cook & Boardman	HM Doors	1401-081113-015	00	$11,886.16		
Cook & Boardman			01	$353.00		
Cook & Boardman			02	$544.04		
Cook & Boardman			03	$2,352.24	$15,135.44	PD by RS
CSRA Testing			00	$22,445.50		PD by RS
Division Five	Struct Steel	1401-051200-013	00	$44,230.03		PD by RS
Georgia Drywall	Paint/ACT	1401-099100-024	00	$13,500.00		
Georgia Drywall			01	$272.00		
Georgia Drywall			02	$400.00		
Georgia Drywall			03	$1,251.00	$15,423.00	
Haley Ray Pavement	Pave/Mrkr	1401-099100-026	00	$26,580.00		
Haley Ray Pavement			01	$2,400.00		
Haley Ray Pavement			02	$1,300.00	$30,280.00	PD by RS
Harper Line Striping				$16,477.00		
Jacobs Landscape	Landscape	1401-328400-023	00	$21,125.00		
Jacobs Landscape			01	$14,350.00		
Jacobs Landscape			02	$1,450.00	$36,925.00	RS Paid $42,492.00
Manor Builders	Fencing	1401-323113-012	00	$20,916.00		
Manor Builders			01	$22,980.00		

CONTRACT LOG FOR VMAC PARKING - VA247-12-C-0035

Updated 6/10/2016

Manor Builders			02	$3,800.00	$47,696.00	
Metromont	Precast	1401-341330-003	00	$2,277,300.00		RS paid $1,987,000
Newman Underground			00	$2,000.00		PD by RS
Palmetto Const. Group	Concrete	1401-010000-005	00	$1,082,342.10		RS paid $1,096,569.19
Peachtree Protective	Canopies	1401-107300-008	00	$132,951.00		
Peachtree Protective			01	$3,015.00	$135,966.00	
Reserve Electrical	Electrical	1401-260511-006	00	$464,841.83		
Reserve Electrical			01	$3,718.89		
Reserve Electrical			02	$13,061.62		
Reserve Electrical			03	$4,670.87		
Reserve Electrical			04	$4,777.50	$491,070.71	RS paid $308,161.49
Richmond Concrete	Sani. Sewer	1401-331000-002	00	$59,158.66		
Richmond Concrete			01	$29,310.10	$88,468.76	PD by RS
Sign-a-rama	Signage	1401-101400-016	00	$80,988.00		
Sign-a-rama			01	$45,760.09		
Sign-a-rama			02	$3,628.98		
Sign-a-rama			03	$7,187.25	$137,564.32	RS paid $39,346.00
Simmons Masonry	Masonry	1401-042000-019	00	$11,890.00		
Southern Atlantic Mech	Mechanical	1401-220511-007	00	$260,581.00		
Southern Atlantic Mech			01	$8,357.00		
Southern Atlantic Mech			02	$23,261.00	$292,199.00	RS paid $268,938.00
Tendon Systems	Cable Grd	1401-055000-009	00	$18,800.00		PD by RS
Tripp Land Surveying	Survey	1401-010000-017	00	$6,170.00		RS paid $4,301.25
Tupperway Siteworks	Dirtwork	1401-312000-001	00	$1,012,828.00		
Tupperway Siteworks			01	$20,000.00		
Tupperway Siteworks			02	$50,000.00		
Tupperway Siteworks			03	$4,232.00		
Tupperway Siteworks			04	$30,185.00	$1,117,245.00	RS paid $880,536.16
Watts & Associates	Joint Seal	1401-079200-020	00	$71,740.00		
Watts & Associates			01	$316.00		
Watts & Associates			02	$14,184.00	$86,240.00	RS paid $62,987.56
Total Amount Contracts				$6,474,319.47		
Total Amount with Change Orders				$6,929,212.01		

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

RESTORATION SPECIALISTS

Augusta VA Monthly Expenses July 2013 - October 31 2014

Workforce	Description of Expense	Monthly Expenses	Extended for 15 Months
Mark Ward	Contract Manager	$2,700.00	$40,513.20
Matt Robbins or Dennis Shumm	CQM / Alt Contracts Manager / Estimator	$4,125.00	$61,875.00
Thomas Mitchell	Safety Manager	$2,908.00	$43,620.00
Jack Ellison	Project Manager / Estimator / Super	$11,824.00	$118,240.00
Jack Ellison	Housing and Meals	$2,500.00	$25,000.00
Christine Brooks	Office Manager	$1,517.00	$22,755.00
	Total Cost Per Month	$25,574.00	$312,003.20
	Overhead		
Office Depot and Home Depot	Supplies	$2,500.00	
Verizon	Hot Spot Internet Access	$800.00	
WC&GL	Insurance	$50,000.00	
Thigpen Properties	Office Lease	$19,200.00	*40% for 15mos*
SCE&G	Electric	$1,140.00	*40% for 15mos*
Comcast	Internet and Phone	$1,800.00	*40% for 15mos*
	Fixed Cost	$75,240.00	$75,240.00
	TOTAL		$387,243.20

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

Palmetto Construction Group

Project Cost	$1,281,427.88
Paid to date	$1,096,569.19
Balance Due	$184,858.69

CUSTOMER: RESTO - RESTORATION SPECIALISTS PHONE:

TRAN #	DATE	DOCUMENT	JOB #	CHARGES	PAYMENTS	BALANCE
		12/13 ENDING BALANCE:				0.00
161-0001	07/30/14	Inv# app#1-1206	1206	46,108.99		
		07/14 TOTALS:		46,108.99	0.00	46,108.99
276-0001	09/24/14	Chk# 1823			15,055.54	
356-0001	09/30/14	Inv# app#2.1206	1206	3,133.97		
		09/14 TOTALS:		3,133.97	15,055.54	34,187.42
405-0001	10/31/14	Inv# app#3-1206	1206	11,678.03		
		10/14 TOTALS:		11,678.03	0.00	45,865.45
357-0001	11/04/14	Chk# 745698			34,187.42	
404-0001	11/24/14	Chk# 56+45			11,678.03	
457-0001	11/30/14	Inv# app#4-1206	1206	14,737.98		
		11/14 TOTALS:		14,737.98	45,865.45	14,737.98
458-0001	12/16/14	Chk# 85659			14,737.98	
524-0001	12/31/14	Inv# app#4-1206	1206	10,491.37		
606-0001	12/31/14	Inv# app#5-1206	1206	413,849.66		
		12/14 TOTALS:		424,341.03	14,737.98	424,341.03
523-0002	01/15/15	Chk# 123456			10,491.37	
		01/15 TOTALS:		0.00	10,491.37	413,849.66
736-0001	03/17/15	Chk# 1123			21,835.30	
		03/15 TOTALS:		0.00	21,835.30	392,014.36
806-0002	04/08/15	Chk# 987654			115,548.61	
842-0001	04/16/15	Chk# 987654			99,690.00	
905-0001	04/30/15	Inv# app#7-1206	1206	199,261.19		
		04/15 TOTALS:		199,261.19	215,238.61	376,036.94
906-0002	05/13/15	Chk# 98765432			139,447.47	
		05/15 TOTALS:		0.00	139,447.47	236,589.47
095-0001	07/16/15	Chk# 9876543321			80,000.00	
116-0001	07/22/15	Chk# 987			156,562.47	
		07/15 TOTALS:		0.00	236,562.47	27.00

(Continued)

CUSTOMER: RESTO - RESTORATION SPECIALISTS (Continued)

TRAN #	DATE	DOCUMENT	JOB #	CHARGES	PAYMENTS	BALANCE
258-0001	08/31/15	Inv# app#8-1206	1206	562,050.43		
		08/15 TOTALS:		562,050.43	0.00	562,077.43
259-0001	09/03/15	Chk# 98			174,500.00	
		09/15 TOTALS:		0.00	174,500.00	387,577.43
384-0001	10/08/15	Chk# 987			50,000.00	
411-0001	10/19/15	Chk# abc			150,000.00	
498-0001	10/31/15	Chk# 98765436			22,835.00	
		10/15 TOTALS:		0.00	222,835.00	164,742.43
272-0001	09/15/15	Inv# app#9-1206	1206	20,116.26		
		CURRENT TOTALS:		20,116.26	0.00	184,858.69
		CUSTOMER RESTO TOTALS:		1281,427.88	1096,569.19	184,858.69

JOB: 1206 - VA GA Parking Garage

REF #	JR	DATE	DOCUMENT	DESCRIPTION		LABOR	MATERIAL	SUBCON	EQUIP	OTHER	BILLINGS
** BASE BUDGET **											
CODE: 00 UNCODED											
161-0001	AR	07/30/14	Inv# app#1-1206	Restoration Specialists							46,108.99
356-0001	AR	09/30/14	Inv# app#2.1206	Restoration Specialists							3,133.97
405-0001	AR	10/31/14	Inv# app#3-1206	Restoration Specialists							11,678.03
457-0001	AR	11/30/14	Inv# app#4-1206	Restoration Specialists							14,737.98
524-0001	AR	12/31/14	Inv# app#4-1206	Restoration Specialists							10,491.37
606-0001	AR	12/31/14	Inv# app#5-1206	Restoration Specialists							413,849.66
905-0001	AR	04/30/15	Inv# app#7-1206	Restoration Specialists							199,261.19
258-0001	AR	08/31/15	Inv# app#8-1206	Restoration Specialists							562,050.43
272-0001	AR	09/15/15	Inv# app#9-1206	Restoration Specialists							20,116.26
CODE 00 TOTALS:				COST TOTALS:	0.00	0.00	0.00	0.00	0.00	0.00	1,281,427.88
CODE: 01001 SUPERINTENDENT											
566-0001	PS	11/15/12	40.00 hr + 26% Burd	Skylar Ashby		1,519.42					
588-0001	PS	11/21/12	40.00 hr + 26% Burd	Skylar Ashby		1,519.42					
616-0001	PS	11/29/12	40.00 hr + 26% Burd	Skylar Ashby		1,519.42					
633-0001	PS	12/06/12	40.00 hr + 26% Burd	Skylar Ashby		1,519.42					
655-0001	PS	12/13/12	40.00 hr + 26% Burd	Skylar Ashby		1,519.42					
682-0001	PS	12/20/12	40.00 hr + 26% Burd	Skylar Ashby		1,519.42					
698-0001	PS	12/27/12	40.00 hr + 26% Burd	Skylar Ashby		1,519.42					
733-0001	PS	01/10/13	40.00 hr + 27% Burd	Skylar Ashby		1,526.92					
796-0001	PS	01/31/13	40.00 hr + 27% Burd	Skylar Ashby		1,526.92					
809-0001	PS	02/07/13	40.00 hr + 27% Burd	Skylar Ashby		1,526.92					
827-0001	PS	02/14/13	40.00 hr + 27% Burd	Skylar Ashby		1,526.92					
847-0001	PS	02/21/13	40.00 hr + 26% Burd	Skylar Ashby		1,519.95					
862-0001	PS	02/28/13	40.00 hr + 26% Burd	Skylar Ashby		1,519.92					
225-0004	GJ	06/25/14	Document# 6.2014	1206 Tracking Cost Correction		-19,763.49					
028-0001	PS	07/03/14	25.00 hr + 26% Burd	Barry Muckenfuss		738.93					
054-0001	PS	07/09/14	18.00 hr + 26% Burd	Barry Muckenfuss		751.55					
082-0001	PS	07/17/14	50.00 hr + 26% Burd	Barry Muckenfuss		1,590.42					
086-0001	PS	07/24/14	53.00 hr + 26% Burd	Barry Muckenfuss		1,720.82					
109-0001	PS	07/31/14	54.00 hr + 26% Burd	Barry Muckenfuss		1,764.27					
126-0001	PS	08/07/14	46.00 hr + 26% Burd	Barry Muckenfuss		1,416.62					

JOB: 1206 - VA GA Parking Garage

REF #	JR	DATE	DOCUMENT	DESCRIPTION	LABOR	MATERIAL	SUBCON	EQUIP	OTHER	BILLINGS
144-0001	PS	08/14/14	46.00 hr + 28% Burd	Barry Muckenfuss	1,416.62					
193-0001	PS	08/21/14	58.00 hr + 28% Burd	Barry Muckenfuss	1,938.11					
202-0001	PS	08/28/14	46.00 hr + 28% Burd	Barry Muckenfuss	1,416.62					
220-0001	PS	09/04/14	55.00 hr + 28% Burd	Barry Muckenfuss	1,807.74					
241-0001	PS	09/11/14	41.00 hr + 28% Burd	Barry Muckenfuss	1,199.80					
260-0001	PS	09/18/14	52.00 hr + 28% Burd	Barry Muckenfuss	1,677.37					
273-0001	PS	09/25/14	56.00 hr + 28% Burd	Barry Muckenfuss	1,651.49					
289-0001	PS	10/02/14	44.00 hr + 28% Burd	Barry Muckenfuss	1,329.98					
303-0001	PS	10/09/14	50.00 hr + 28% Burd	Barry Muckenfuss	1,590.73					
323-0001	PS	10/16/14	40.00 hr + 28% Burd	Barry Muckenfuss	1,156.15					
331-0001	PS	10/23/14	40.00 hr + 28% Burd	Barry Muckenfuss	1,156.15					
344-0001	PS	10/30/14	52.50 hr + 28% Burd	Barry Muckenfuss	1,699.38					
352-0001	PS	11/06/14	42.00 hr + 28% Burd	Barry Muckenfuss	1,243.07					
352-0001	PS	11/06/14	48.00 hr + 25% Burd	Stephen C. Dandridge	2,038.39					
369-0001	PS	11/13/14	50.00 hr + 28% Burd	Barry Muckenfuss	1,590.73					
369-0001	PS	11/13/14	48.00 hr + 25% Burd	Stephen C. Dandridge	2,038.39					
383-0001	PS	11/20/14	40.50 hr + 28% Burd	Barry Muckenfuss	1,176.32					
383-0001	PS	11/20/14	40.50 hr + 25% Burd	Stephen C. Dandridge	1,597.25					
397-0001	PS	11/26/14	48.00 hr + 25% Burd	Stephen C. Dandridge	2,038.39					
409-0001	PS	12/04/14	26.00 hr + 25% Burd	Stephen C. Dandridge	1,018.62					
426-0001	PS	12/11/14	48.00 hr + 25% Burd	Stephen C. Dandridge	2,038.39					
454-0001	PS	12/18/14	48.00 hr + 25% Burd	Stephen C. Dandridge	2,038.39					
472-0001	PS	12/24/14	40.00 hr + 25% Burd	Stephen C. Dandridge	1,567.42					
518-0001	PS	01/15/15	40.00 hr + 23% Burd	Stephen C. Dandridge	1,537.74					
541-0001	PS	01/22/15	40.00 hr + 23% Burd	Stephen C. Dandridge	1,538.12					
559-0001	PS	01/29/15	35.00 hr + 23% Burd	Stephen C. Dandridge	1,653.29					
583-0001	PS	02/05/15	40.00 hr + 22% Burd	Stephen C. Dandridge	1,535.80					
612-0001	PS	02/12/15	49.00 hr + 22% Burd	Stephen C. Dandridge	2,047.97					
625-0001	PS	02/19/15	46.00 hr + 22% Burd	Stephen C. Dandridge	2,008.26					
649-0001	PS	02/26/15	40.00 hr + 22% Burd	Stephen C. Dandridge	1,530.12					
673-0001	PS	03/05/15	40.00 hr + 22% Burd	Stephen C. Dandridge	1,531.98					
701-0001	PS	03/12/15	59.00 hr + 22% Burd	Stephen C. Dandridge	2,621.88					
730-0001	PS	03/19/15	49.00 hr + 22% Burd	Stephen C. Dandridge	2,047.12					
743-0001	PS	03/26/15	40.00 hr + 22% Burd	Stephen C. Dandridge	1,530.13					
777-0001	PS	04/02/15	42.00 hr + 25% Burd	Stephen C. Dandridge	1,685.36					
792-0001	PS	04/09/15	46.00 hr + 25% Burd	Stephen C. Dandridge	1,920.80					
823-0001	PS	04/16/15	44.00 hr + 25% Burd	Stephen C. Dandridge	1,803.04					

JOB: 1208 - VA GA Parking Garage

REF #	JR	DATE	DOCUMENT	DESCRIPTION		LABOR	MATERIAL	SUBCON	EQUIP	OTHER	BILLINGS
853-0001	PS	04/23/15	36.00 hr + 25% Burd	Stephen C. Dandridge		1,410.64					
861-0001	PS	04/30/15	40.00 hr + 25% Burd	Stephen C. Dandridge		1,567.64					
880-0001	PS	05/07/15	40.00 hr + 25% Burd	Stephen C. Dandridge		1,568.16					
890-0001	PS	05/14/15	40.00 hr + 25% Burd	Stephen C. Dandridge		1,567.88					
916-0001	PS	05/21/15	40.00 hr + 25% Burd	Stephen C. Dandridge		1,567.64					
926-0001	PS	05/28/15	40.00 hr + 25% Burd	Stephen C. Dandridge		1,567.64					
949-0001	PS	06/04/15	41.00 hr + 25% Burd	Stephen C. Dandridge		1,626.83					
966-0001	PS	06/11/15	44.00 hr + 25% Burd	Stephen C. Dandridge		1,803.12					
991-0001	PS	06/18/15	51.00 hr + 25% Burd	Stephen C. Dandridge		2,215.17					
013-0001	PS	06/25/15	46.00 hr + 25% Burd	Stephen C. Dandridge		1,920.82					
036-0001	PS	07/02/15	51.00 hr + 25% Burd	Stephen C. Dandridge		2,215.17					
059-0001	PS	07/09/15	45.00 hr + 25% Burd	Stephen C. Dandridge		1,862.27					
089-0001	PS	07/16/15	40.00 hr + 25% Burd	Stephen C. Dandridge		1,567.64					
131-0001	PS	07/30/15	40.00 hr + 29% Burd	Ron L. Creel		1,007.98					
154-0001	PS	08/06/15	20.00 hr + 29% Burd	Ron L. Creel		504.02					
CODE 01001 TOTALS: LABOR HOURS: 3049.50				COST TOTALS:	93,572.54	93,572.54	0.00	0.00	0.00	0.00	0.00
CODE: 01002 Apartment											
025-0001	CA	08/19/14	Check# 1687	Auben Realty						850.00	
063-0002	CA	07/15/14	Check# 1309	Auben Realty						1,331.67	
138-0043	AP	07/27/14	Inv# 7.2014	Comcast Cable 05628						130.68	
842-0003	CA	07/31/14	Check# 88	Georgia Power						152.26	
203-0006	CA	08/25/14	Check# 1380	Auben Realty						1,700.00	
244-0043	AP	08/25/14	Inv# 8.2014	Comcast Cable 05628						75.73	
244-0045	AP	08/25/14	Inv# 8.2014	Augusta Utilities Dept						37.40	
244-0044	AP	08/28/14	Inv# 8.2014	Georgia Power						304.96	
512-0001	AP	09/17/14	Inv# 9.17.14	American Express			1,875.09				
321-0014	AP	09/23/14	Inv# 9.2014	Augusta Utilities Dept						82.49	
275-0005	CA	09/24/14	Check# 1386	Auben Realty						1,700.00	
285-0001	AP	09/24/14	Inv# 5,6,7.14	American Express			636.38				
321-0011	AP	09/25/14	Inv# 9.2014	Comcast Cable 05628						75.73	
336-0013	AP	09/29/14	Inv# 13745-8807 3	Georgia Power						212.25	
354-0001	AP	10/23/14	Inv# 10.2014	Augusta Utilities Dept						41.35	
833-0013	CA	10/31/14	Check# 123458	American Express			634.39				
429-0026	AP	11/11/14	Inv# 11.2014	Georgia Power						228.12	
380-0001	CA	11/13/14	Check# 2367	Georgia Power						130.85	

JOB: 1206 - VA GA Parking Garage

REF #	JR	DATE	DOCUMENT	DESCRIPTION	LABOR	MATERIAL	SUBCON	EQUIP	OTHER	BILLINGS
398-0007	CA	11/24/14	Check# 2378	Auben Realty					1,700.00	
411-0045	AP	11/24/14	Inv# 112414	Augusta Utilities Dept					8.09	
428-0025	AP	11/25/14	Inv# 11.2014	Comcast Cable 05628					85.22	
508-0076	AP	12/23/14	Inv# 12.2014	Augusta Utilities Dept					41.35	
508-0079	AP	12/25/14	Inv# 12.2014	Comcast Cable 05628					85.22	
508-0078	AP	01/08/15	Inv# 12.2014	Georgia Power					333.80	
594-0001	CA	01/08/15	Check# 123	American Express		636.38				
661-0003	AP	01/25/15	Inv# 2.2015	Comcast Cable 05628					172.18	
580-0001	AP	01/28/15	Inv# 2.2015	Augusta Utilities Dept					41.35	
661-0004	AP	01/29/15	Inv# 2.2015	Georgia Power					381.07	
576-0001	CA	02/02/15	Check# 2603	Auben Realty					1,700.00	
754-0001	AP	02/18/15	Inv# 2.2015	American Express		634.39				
689-0001	AP	02/24/15	Inv# 2.24.15	Augusta Utilities Dept					41.35	
727-0010	AP	03/15/15	Inv# 2.2015	Georgia Power					354.45	
727-0011	AP	03/15/15	Inv# 2.2015	Comcast Cable 05628					13.73	
809-0001	AP	03/17/15	Inv# 4.2015	Comcast Cable 05628					200.00	
746-0001	CA	03/24/15	Check# 2819	Auben Realty					850.00	
797-0015	AP	03/25/15	Inv# 4.2015	Augusta Utilities Dept					41.35	
855-0002	AP	03/25/15	Inv# 3.25.15	Comcast Cable 05628					88.98	
855-0003	AP	03/30/15	Inv# 3.2015	Georgia Power					156.84	
821-0030	AP	04/03/15	Inv# 5-3937	Armor Exterminating					1,250.00	
885-0001	AP	04/23/15	Inv# 5.2015	Augusta Utilities Dept					68.09	
934-0002	AP	04/25/15	Inv# 384.2015	American Express		1,942.35				
883-0005	CA	04/28/15	Check# 3129	Auben Realty.					850.00	
912-0002	AP	04/29/15	Inv# 4.29.15	Georgia Power					124.77	
878-0001	CA	05/04/15	Check# 9876545309	Wesley Clay Tillman					300.00	
880-0004	PS	05/07/15		Payroll- Expense					100.00	
093-0001	AP	05/18/15	Inv# 5.18.15	American Express		1,406.97				
976-0035	AP	05/22/15	Inv# 6.2015	Augusta Utilities Dept					51.35	
953-0001	AP	06/01/15	Inv# 6.2015	Auben Realty					850.00	
976-0024	AP	06/01/15	Inv# 6.2015	Georgia Power					141.79	
966-0004	PS	06/11/15		Payroll- Expense					50.00	
156-0001	AP	06/18/15	Inv# 6.18.15	American Express		950.99				
300-0002	CA	06/18/15	Check# 98765432	Georgia Power					266.56	
067-0076	AP	06/25/15	Inv# 7.2015	Augusta Utilities Dept					42.59	
048-0001	CA	07/06/15	Check# 3200	Auben Realty					850.00	
204-0020	AP	07/14/15	Inv# 7.2015	Georgia Power					28.78	

JOB: 1208 - VA GA Parking Garage

REF #	JR	DATE	DOCUMENT	DESCRIPTION		LABOR	MATERIAL	SUBCON	EQUIP	OTHER	BILLINGS
147-0071	AP	07/18/15	Inv# 7.2015	Augusta Utilities Dept						46.85	
182-0001	AP	07/18/15	7.2015 Reversed	Augusta Utilities Dept						-46.85	
184-0001	AP	07/18/15	Inv# 7.18.15	American Express			1,235.69				
204-0019	AP	08/07/15	Inv# final	Comcast Cable 05628						32.38	
176-0005	CA	08/11/15	Check# 3342	Augusta Utilities Dept						89.44	
209-0004	PS	08/20/15		Payroll- Expense						100.00	
260-0093	AP	09/04/15	Inv# Final	Georgia Power						146.38	
419-0012	AP	10/09/15	Inv# FINAL	Georgia Power						7.00	
CODE 01002 TOTALS:				COST TOTALS:	28,648.20	0.00	9,952.63	0.00	0.00	18,695.57	0.00
CODE: 01003 Attorney's Fees											
142-0067	AP	08/07/16	Inv# 1030	Andrew K Epting Jr LLC						24,984.41	
CODE 01003 TOTALS:				COST TOTALS:	24,984.41	0.00	0.00	0.00	0.00	24,984.41	0.00
CODE: 01005 VACATION/HOLIDAY PAY											
193-0001	PS	08/21/14	0.00 hr + 28% Burd	Barry Muckenfuss		1,158.83					
241-0001	PS	09/11/14	0.00 hr + 28% Burd	Barry Muckenfuss		231.28					
409-0001	PS	12/04/14	0.00 hr + 28% Burd	Stephen C. Dandridge		562.46					
477-0001	PS	12/31/14	0.00 hr + 28% Burd	Stephen C. Dandridge		1,606.99					
490-0001	PS	01/08/15	0.00 hr + 26% Burd	Ron L. Creel		983.79					
490-0001	PS	01/08/15	0.00 hr + 26% Burd	Stephen C. Dandridge		1,577.31					
949-0001	PS	06/04/15	0.00 hr + 28% Burd	Stephen C. Dandridge		321.52					
949-0001	PS	06/04/15	0.00 hr + 26% Burd	Marvin E Ross		101.12					
059-0001	PS	07/09/15	0.00 hr + 28% Burd	Stephen C. Dandridge		321.56					
107-0001	PS	07/23/15	0.00 hr + 28% Burd	Ron L. Creel		201.55					
CODE 01005 TOTALS:				COST TOTALS:	7,066.41	7,066.41	0.00	0.00	0.00	0.00	0.00
CODE: 01020 EXPENDABLES											
467-0001	AP	09/20/12	Inv# 25650	Affordable Business Machines,			213.18				
553-0001	AP	11/05/12	Inv# 6226-2011	Submittal Exchange						3,875.00	
103-0001	AP	11/05/12	6226-2011 Reversed	Submittal Exchange						-3,875.00	
673-0031	AP	12/04/12	Inv# 43932	Warren Fastening			22.13				
225-0004	GJ	06/25/14	Document# 6.2014	1206 Tracking Cost Correction			-235.31				

JOB: 1205 - VA GA Parking Garage

REF #	JR	DATE	DOCUMENT	DESCRIPTION		LABOR	MATERIAL	SUBCON	EQUIP	OTHER	BILLINGS
CODE 01020 TOTALS:				COST TOTALS:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CODE: 01101 DRAWINGS											
483-0032	AP	09/06/12	Inv# 55765	Duncan Parnell			357.19				
892-0011	AP	02/11/13	Inv# 105017	Duncan Parnell			581.02				
CODE 01101 TOTALS:				COST TOTALS:	938.21	0.00	938.21	0.00	0.00	0.00	0.00
CODE: 01500 TEMP CONST & FACILTY											
419-0014	GJ	07/04/14	Document# 7.2014	Verizone Phone Barry					120.00		
104-0001	GJ	07/05/14	Document# 7.2014	Barry's Truck 7.2013					450.00		
104-0001	GJ	07/05/14	Document# 7.2014	Barry's Truck 7.2013					880.07		
137-0001	AP	07/07/14	Inv# 070714	Games Towing						500.00	
102-0003	AP	07/11/14	Inv# 45102	Liberty Fire Protection INC					177.94		
102-0004	AP	07/11/14	Inv# 67218	Portable Services Inc					89.98		
102-0002	AP	07/17/14	Inv# 2974	CSRA Utility Marking						250.00	
102-0001	AP	07/18/14	Inv# 527911	Iron Knight Trailers Inc					245.00		
120-0017	AP	07/18/14	Inv# 3945333	National Construction Rentals					8,212.56		
400-0051	AP	07/18/14	Inv# 527911	Iron Knight Trailers Inc					49.91		
225-0002	GJ	07/25/14	Document# 7.2014	Job Trailer 7/2014					135.00		
150-0001	GJ	08/04/14	Document# 8.2014	Gas 7.2014 & 8.2014					1,253.16		
419-0009	GJ	08/04/14	Document# 8.2014	Job Trailer 8.2014					135.00		
419-0015	GJ	08/04/14	Document# 8.2014	Verizon phone Barry 8.2014					120.00		
214-0037	AP	08/08/14	Inv# 67855	Portable Services Inc			89.98				
367-0007	AP	08/22/14	Inv# 281406	Duncan Parnell			26.15				
400-0049	AP	08/22/14	Inv# 2971	Mickey's Automotive					487.58		
225-0001	GJ	08/25/14	Document# 8.2014	Barry's Truck 8/2014					450.00		
225-0003	GJ	08/25/14	Document# 8.2014	Job Trailer 8.2014					135.00		
288-0051	AP	09/04/14	Inv# 285919	Duncan Parnell			235.44				
419-0005	GJ	09/04/14	Document# 9.2014	Gas 9.2014					425.00		
419-0010	GJ	09/04/14	Document# 9.2014	Job Trailer 9.2014					135.00		
419-0016	GJ	09/04/14	Document# 9.2014	Verizon phone Barry 9.2014					120.00		
288-0011	AP	09/09/14	Inv# 9537953861	Grainger			58.54				
288-0010	AP	09/11/14	Inv# 3025	Mickey's Automotive					238.89		
512-0001	AP	09/17/14	Inv# 9.17.14	American Express			1,954.65				

JOB: 1208 - VA GA Parking Garage

REF #	JR	DATE	DOCUMENT	DESCRIPTION	LABOR	MATERIAL	SUBCON	EQUIP	OTHER	BILLINGS
285-0001	AP	09/24/14	Inv# 5,6,7.14	American Express		23.98				
285-0001	AP	09/24/14	Inv# 5,6,7.14	American Express		2,348.80				
419-0001	GJ	09/24/14	Document# 9.2014	Barry's Truck 9.2014				450.00		
341-0080	AP	09/26/14	Inv# 68933	Portable Services Inc				98.16		
321-0008	AP	09/29/14	Inv# 293539	Duncan Parnell		18.17				
341-0079	AP	09/29/14	Inv# 9554917048	Grainger		168.33				
419-0002	GJ	10/04/14	Document# 10.2014	Barry's Truck 10.2014				450.00		
419-0006	GJ	10/04/14	Document# 10.2014	Gas 10.2014				425.00		
419-0011	GJ	10/04/14	Document# 10.2014	Job Traile r 10.2014				135.00		
419-0017	GJ	10/04/14	Document# 10.2014	Verizon Phone Barry 10.2014				120.00		
341-0084	AP	10/10/14	Inv# 69244	Portable Services Inc				-35.99		
354-0036	AP	10/16/14	Inv# 9570512104	Grainger		255.25				
354-0035	AP	10/27/14	Inv# 69595	Portable Services Inc				98.16		
367-0016	AP	10/31/14	Inv# 2014-Barry	Berkeley County Treasurer				183.42		
515-0001	AP	10/31/14	Inv# 10.14&11.1 4	American Express		1,481.81				
833-0013	CA	10/31/14	Check# 123458	American Express		221.17				
419-0003	GJ	11/04/14	Document# 11.2014	Barry's truck 11.2014				450.00		
419-0007	GJ	11/04/14	Document# 11.2014	Gas 11.2014				425.00		
419-0012	GJ	11/04/14	Document# 11.2014	Job Trailer 11.2014				135.00		
419-0018	GJ	11/04/14	Document# 11.2014	Verizon Phone Barry 11.2014				120.00		
441-0057	AP	11/07/14	Inv# 119850	Speedee Oil				99.73		
380-0002	CA	11/13/14	Check# 2368	Maner Builder's Supply INC				680.00		
411-0027	AP	11/18/14	Inv# 310894	Duncan Parnell				235.44		
411-0001	AP	11/21/14	Inv# 70175	Portable Services Inc				98.16		
419-0004	GJ	12/04/14	Document# 12.2014	Carey's Truck 12.2014				500.00		
419-0008	GJ	12/04/14	Document# 12.2014	Gas 12.2014				425.00		
419-0013	GJ	12/04/14	Document# 12.2014	Job Trailer 12.2014				135.00		
419-0019	GJ	12/04/14	Document# 12.2014	Verizon Phone Carey 12.2014				120.00		
508-0027	AP	12/16/14	Inv# 68649	Portable Services Inc				89.96		
508-0026	AP	12/26/14	Inv# 71086	Portable Services Inc				237.14		
476-0001	CA	12/30/14	Check# 2182	National Construction Rentals				7,258.05		
594-0001	CA	01/08/15	Check# 123	American Express		275.93				
546-0028	AP	01/09/15	Inv# 324876	Duncan Parnell		7.16				
600-0001	AP	01/09/15	Inv# 1.2015	American Express		4,949.14				
580-0035	AP	01/16/15	Inv# 121714	Speedee Oil				129.00		
646-0014	AP	01/26/15	Inv# 71661	Portable Services Inc				184.55		
922-0001	GJ	01/31/15	Document# 1.2015	Trailer January 2015				135.00		

JOB: 1206 - VA GA Parking Garage

REF #	JR	DATE	DOCUMENT	DESCRIPTION	LABOR	MATERIAL	SUBCON	EQUIP	OTHER	BILLINGS
922-0007	GJ	01/31/15	Document# 1.2015	Gas January 2015				425.00		
922-0013	GJ	01/31/15	Document# 1.2015	Phoone 1.2015				240.00		
922-0019	GJ	01/31/15	Document# 1.2015	Carey Truck 1.2015				500.00		
646-0013	AP	02/05/15	Inv# 9859137328	Grainger		30.51				
754-0001	AP	02/16/15	Inv# 2.2015	American Express		427.78				
722-0028	AP	02/20/15	Inv# 72337	Portable Services Inc				339.93		
922-0002	GJ	02/28/15	Document# 2.2015	Trailer February 2015				135.00		
922-0008	GJ	02/28/15	Document# 2.2015	Gas FEbruary 2015				425.00		
922-0014	GJ	02/28/15	Document# 2.2015	Phone 2.2015				240.00		
922-0020	GJ	02/28/15	Document# 2.2015	Carey Truck 2.2015				500.00		
669-0002	AP	03/02/15	Inv# 28498	Truesdale Photographics					275.00	
797-0020	AP	03/23/15	Inv# 73059	Portable Services Inc				277.84		
797-0003	AP	03/28/15	Inv# 28508	Truesdale Photographics					275.00	
922-0003	GJ	03/31/15	Document# 3.2015	Trailer March 2015				135.00		
922-0009	GJ	03/31/15	Document# 3.2015	Gas March 2015				850.00		
922-0015	GJ	03/31/15	Document# 3.2015	Phone 3.2015				240.00		
922-0021	GJ	03/31/15	Document# 3.2015	Carey Truck 3.2015				500.00		
976-0036	AP	04/24/15	Inv# 1357687	New South Supply		1,336.50				
976-0037	AP	04/24/15	Inv# 1357687 newsout	Simmons Masonry Contractors		-1,336.50				
976-0040	AP	04/24/15	Inv# 1357685	New South Supply		448.74				
976-0041	AP	04/24/15	Inv# 1357685 newsout	Simmons Masonry Contractors		-448.74				
976-0045	AP	04/24/15	Inv# 73916	Portable Services Inc				504.65		
934-0002	AP	04/25/15	Inv# 3&4.2015	American Express		3,816.82				
976-0077	AP	04/27/15	Inv# 127873278- 001	United Rentals				154.82		
976-0078	AP	04/27/15	Inv# 127873278 unite	Simmons Masonry Contractors				-154.82		
912-0012	AP	04/29/15	Inv# 28518	Truesdale Photographics					275.00	
922-0004	GJ	04/30/15	Document# 4.2015	Trailer April 2015				135.00		
922-0010	GJ	04/30/15	Document# 4.2015	Gas April 2015				850.00		
922-0016	GJ	04/30/15	Document# 4.2015	Phone 4.2015				240.00		
922-0022	GJ	04/30/15	Document# 4.2015	Carey Truck 4.2015				500.00		
922-0028	GJ	04/30/15	Document# 4.2015	Lee Truck April 2015				500.00		
976-0038	AP	04/30/15	Inv# 1358546	New South Supply		75.60				
976-0039	AP	04/30/15	Inv# 1358546 newsout	Simmons Masonry Contractors		-75.60				
976-0048	AP	05/05/15	Inv# 5000266991	HD Supply Water Works				241.11		
976-0049	AP	05/05/15	Inv# 5000266991 hd s	Simmons Masonry Contractors				-241.11		
093-0001	AP	05/18/15	Inv# 5.18.15	American Express		1,984.59				
916-0001	PS	05/21/15	40.00 hr + 26% Burd	Marvin E Ross	505.60					

JOB: 1206 - VA GA Parking Garage

REF #	JR	DATE	DOCUMENT	DESCRIPTION	LABOR	MATERIAL	SUBCON	EQUIP	OTHER	BILLINGS
147-0089	AP	05/22/15	Inv# 74748	Portable Services Inc				395.46		
926-0001	PS	05/28/15	30.00 hr + 26% Burd	Marvin E Ross	379.21					
922-0005	GJ	05/31/15	Document# 5.2015	Trailer May 2015				135.00		
922-0011	GJ	05/31/15	Document# 5.2015	Gas may 2015				850.00		
922-0017	GJ	05/31/15	Document# 5.2015	Phone 5.2015				240.00		
922-0023	GJ	05/31/15	Document# 5.2015	Carey Truck 5.2015				500.00		
922-0025	GJ	05/31/15	Document# 5.2015	Clay Truck 5.2015				500.00		
038-0072	AP	06/01/15	Inv# carey 2015	Berkeley County Treasurer				968.94		
067-0066	AP	06/02/15	Inv# 126067	Speedee Oil				36.21		
949-0001	PS	06/04/15	40.00 hr + 26% Burd	Marvin E Ross	505.60					
976-0104	AP	06/07/15	Inv# 28540-01	Truesdale Photographics					275.00	
986-0001	PS	06/11/15	42.00 hr + 25% Burd	Marvin E Ross	541.19					
156-0001	AP	06/18/15	Inv# 6.18.15	American Express		1,225.98				
013-0001	PS	06/25/15	20.00 hr + 25% Burd	Marvin E Ross	251.60					
067-0064	AP	06/26/15	Inv# 75757	Portable Services Inc				395.46		
113-0047	AP	06/27/15	Inv# 53242303-0 01	Sunbelt Rentals				5,241.01		
113-0048	AP	06/27/15	Inv# 43242303-1 sunb	American Elevator Co				-5,241.01		
038-0103	AP	06/29/15	Inv# 28547-02	Truesdale Photographics					275.00	
922-0008	GJ	06/30/15	Document# 6.2015	Trailer June 2015				135.00		
922-0012	GJ	06/30/15	Document# 6.2015	gas June 2015				425.00		
922-0018	GJ	06/30/15	Document# 6.2015	Phone 6.2015				240.00		
922-0024	GJ	06/30/15	Document# 6.2015	Carey Truck 6.2015				500.00		
036-0001	PS	07/02/15	40.00 hr + 25% Burd	Marvin E Ross	503.20					
113-0038	AP	07/08/15	Inv# 53242303-0 02	Sunbelt Rentals				3,050.99		
113-0039	AP	07/08/15	Inv# 53242303-2 sunb	American Elevator Co				-3,050.99		
059-0001	PS	07/09/15	40.00 hr + 25% Burd	Marvin E Ross	503.20					
089-0001	PS	07/16/15	40.00 hr + 25% Burd	Marvin E Ross	503.20					
164-0001	AP	07/18/15	Inv# 7.18.15	American Express		1,413.28				
208-0001	GJ	07/18/15	Document# 7.2015	Voyager Fleet 6&7.2015				1,000.00		
162-0019	AP	07/22/15	Inv# 7.22.15	Cames Towing				300.00		
107-0001	PS	07/23/15	30.00 hr + 29% Burd	Ron L. Creel	756.03					
107-0001	PS	07/23/15	28.00 hr + 25% Burd	Marvin E Ross	352.25					
238-0027	AP	07/27/15	Inv# 76533	Portable Services Inc				395.46		
326-0001	AP	07/27/15	76533 Reversed	Portable Services Inc				-395.46		
238-0010	AP	07/28/15	Inv# 28578	Truesdale Photographics					575.00	
131-0001	PS	07/30/15	43.00 hr + 25% Burd	Marvin E Ross	559.82					
260-0001	AP	08/17/15	Inv# 8.2015	American Express		416.93				

JOB: 1206 - VA GA Parking Garage

REF #	JR	DATE	DOCUMENT	DESCRIPTION		LABOR	MATERIAL	SUBCON	EQUIP	OTHER	BILLINGS
209-0001	PS	08/20/15	30.00 hr + 25% Burd	Wesley C Tillman		932.70					
209-0001	PS	08/20/15	30.00 hr + 25% Burd	Audrey Tillman		415.17					
249-0005	AP	08/21/15	Inv# 77343	Portable Services Inc					237.47		
326-0002	AP	08/21/15	77343 Reversed	Portable Services Inc					-237.47		
CODE 01500 TOTALS: LABOR HOURS: 463.00				COST TOTALS:	72,018.52	6,708.77	21,410.37	0.00	41,199.38	2,700.00	0.00
CODE: 01600 MATERIAL & EQUIPMENT											
792-0031	AP	11/12/12	Inv# 11.2012	American Express			144.72				
638-0001	AP	11/29/12	Inv# 12.12truck	Skylar Ashby					600.00		
724-0004	AP	01/02/13	Inv# 1.13 truck	Skylar Ashby					600.00		
874-0001	AP	02/28/13	Inv# 3.13 truck	Skylar Ashby					600.00		
225-0004	GJ	06/25/14	Document# 6.2014	1206 Tracking Cost Correction			-144.72				
225-0004	GJ	06/25/14	Document# 6.2014	1206 Tracking Cost Correction					-1,800.00		
CODE 01600 TOTALS:				COST TOTALS:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CODE: 01605 Jobsite Photographs											
580-0031	AP	01/26/15	Inv# 28471	Truesdale Photographics						275.00	
CODE 01605 TOTALS:				COST TOTALS:	275.00	0.00	0.00	0.00	0.00	275.00	0.00
CODE: 02000 SITEWORK											
037-0001	CA	05/02/16	Check# 4314	Tupperway Siteworks				8,500.00			
CODE 02000 TOTALS:				COST TOTALS:	8,500.00	0.00	0.00	8,500.00	0.00	0.00	0.00
CODE: 02350 Augercast Elevations											
426-0001	PS	12/11/14	38.00 hr + 25% Burd	Ron L. Creel		1,151.20					
454-0001	PS	12/18/14	48.00 hr + 25% Burd	Ron L. Creel		1,273.21					
472-0001	PS	12/24/14	40.00 hr + 25% Burd	Ron L. Creel		979.19					
CODE 02350 TOTALS: LABOR HOURS: 126.00				COST TOTALS:	3,403.60	3,403.60	0.00	0.00	0.00	0.00	0.00
CODE: 03000 CONCRETE											

JOB: 1206 - VA GA Parking Garage

REF #	JR	DATE	DOCUMENT	DESCRIPTION		LABOR	MATERIAL	SUBCON	EQUIP	OTHER	BILLINGS
515-0001	AP	10/31/14	Inv# 10.14&11.1 4	American Express			932.16				
833-0013	CA	10/31/14	Check# 123458	American Express			69.40				
591-0008	AP	12/31/14	Inv# app#1-1206	Atlantic Concrete COntractors				201,000.00			
661-0001	AP	02/28/15	Inv# app#2-1206	Atlantic Concrete COntractors				122,500.00			
821-0044	AP	03/31/15	Inv# app#3-1206	Atlantic Concrete COntractors				120,000.00			
004-0002	AP	04/20/15	Inv# app#4-1206	Atlantic Concrete COntractors				65,000.00			
885-0005	AP	04/23/15	Inv# 1357559	New South Supply					4,755.73		
885-0006	AP	04/23/15	Inv# 1357559 newsout	Simmons Masonry Contractors					-4,755.73		
004-0003	AP	05/17/15	Inv# app#5-1206	Atlantic Concrete COntractors				174,500.00			
004-0004	AP	06/17/15	Inv# app#6-1206	Atlantic Concrete COntractors				192,756.00			
271-0001	AP	07/25/15	Inv# app#7-1206	Atlantic Concrete COntractors				120,390.00			
CODE 03000 TOTALS:				COST TOTALS:	997,147.56	0.00	1,001.56	996,146.00	0.00	0.00	0.00
CODE: 03004 Mat - Concrete Reinf											
976-0042	AP	04/23/15	Inv# 93865839	Gerdau Invoice			9,223.42				
976-0043	AP	04/23/15	Inv# 93867122	Gerdau Invoice			9,223.42				
CODE 03004 TOTALS:				COST TOTALS:	18,446.84	0.00	18,446.84	0.00	0.00	0.00	0.00
CODE: 03401 Traffic Control Prec											
743-0001	PS	03/26/15	33.00 hr + 29% Burd	Ron L. Creel		831.60					
743-0001	PS	03/26/15	32.00 hr + 26% Burd	Marvin E Ross		404.48					
777-0001	PS	04/02/15	42.00 hr + 29% Burd	Ron L. Creel		1,083.62					
777-0001	PS	04/02/15	42.00 hr + 26% Burd	Marvin E Ross		543.53					
792-0001	PS	04/09/15	48.00 hr + 29% Burd	Ron L. Creel		1,234.85					
792-0001	PS	04/09/15	46.00 hr + 26% Burd	Marvin E Ross		619.38					
823-0001	PS	04/16/15	30.00 hr + 29% Burd	Ron L. Creel		785.98					
823-0001	PS	04/16/15	30.00 hr + 26% Burd	Marvin E Ross		379.20					
CODE 03401 TOTALS: LABOR HOURS: 301.00				COST TOTALS:	5,852.82	5,852.82	0.00	0.00	0.00	0.00	0.00
CODE: 05000 STRUCTURAL STEEL											
988-0001	AP	03/16/15	Inv# Welding Eq uipm	Northern Tool & Equipment					3,471.99		
885-0004	AP	04/15/15	Inv# 4605678345	Hilti, Inc.			243.00				
976-0044	AP	04/21/15	Inv# 9721469311	Grainger			47.91				

JOB: 1206 - VA GA Parking Garage

REF #	JR	DATE	DOCUMENT	DESCRIPTION		LABOR	MATERIAL	SUBCON	EQUIP	OTHER	BILLINGS
976-0047	AP	04/21/15	Inv# 127771004- 001	United Rentals					47.41		
976-0050	AP	04/21/15	Inv# 1000336246	HD Supply Water Works					183.58		
880-0001	PS	05/07/15	48.00 hr + 22% Burd	Wesley C Tillman		1,434.83					
880-0001	PS	05/07/15	48.00 hr + 23% Burd	Audrey Tillman		641.56					
976-0048	AP	05/10/15	Inv# 127935039- 001	United Rentals					1,110.08		
890-0001	PS	05/14/15	10.00 hr + 22% Burd	Wesley C Tillman		276.82					
890-0001	PS	05/14/15	10.00 hr + 26% Burd	Audrey Tillman		126.40					
038-0034	AP	05/27/15	Inv# 128436175- 001	United Rentals					1,598.19		
966-0001	PS	06/11/15	20.00 hr + 25% Burd	Wesley C Tillman		565.16					
966-0001	PS	06/11/15	20.00 hr + 26% Burd	Audrey Tillman		252.80					
991-0001	PS	06/18/15	30.00 hr + 25% Burd	Wesley C Tillman		904.35					
991-0001	PS	06/18/15	30.00 hr + 26% Burd	Audrey Tillman		404.50					
013-0001	PS	06/25/15	30.00 hr + 25% Burd	Wesley C Tillman		847.49					
013-0001	PS	06/25/15	30.00 hr + 26% Burd	Audrey Tillman		379.19					
036-0001	PS	07/02/15	30.00 hr + 25% Burd	Wesley C Tillman		847.77					
036-0001	PS	07/02/15	30.00 hr + 26% Burd	Audrey Tillman		379.20					
059-0001	PS	07/09/15	10.00 hr + 26% Burd	Audrey Tillman		126.40					
CODE 05000 TOTALS: LABOR HOURS: 346.00				COST TOTALS:	13,887.63	7,185.47	290.91	0.00	6,411.25	0.00	0.00
CODE: 05500 METAL FABRICATIONS											
790-0001	CA	04/07/15	Check# 10054	Cash						300.00	
858-0009	AP	04/14/15	Inv# 15-13-0176 85	Soil Consultants, Inc.						227.50	
CODE 05500 TOTALS:				COST TOTALS:	527.50	0.00	0.00	0.00	0.00	527.50	0.00
CODE: 07101 Below Grade Waterprf											
797-0019	AP	03/17/15	Inv# 1352948	New South Supply			988.20				
823-0001	PS	04/16/15	10.00 hr + 29% Burd	Ron L. Creel		252.00					
823-0001	PS	04/16/15	10.00 hr + 26% Burd	Marvin E Ross		126.40					
853-0001	PS	04/23/15	36.00 hr + 29% Burd	Ron L. Creel		907.20					
853-0001	PS	04/23/15	36.00 hr + 26% Burd	Marvin E Ross		455.04					
861-0001	PS	04/30/15	40.00 hr + 25% Burd	Wesley C Tillman		1,130.19					
861-0001	PS	04/30/15	40.00 hr + 26% Burd	Audrey Tillman		505.60					
861-0001	PS	04/30/15	40.00 hr + 26% Burd	Marvin E Ross		505.60					
861-0001	PS	04/30/15	10.00 hr + 29% Burd	Ron L. Creel		277.21					

JOB: 1206 - VA GA Parking Garage

REF #	JR	DATE	DOCUMENT	DESCRIPTION		LABOR	MATERIAL	SUBCON	EQUIP	OTHER	BILLINGS
880-0001	PS	05/07/15	40.00 hr + 26% Burd	Marvin E Ross		505.60					
890-0001	PS	05/14/15	40.00 hr + 26% Burd	Marvin E Ross		505.60					
CODE 07101 TOTALS:			LABOR HOURS: 302.00	COST TOTALS:	6,158.64	5,170.44	988.20	0.00	0.00	0.00	0.00
BASE BUDGET			LABOR HOURS: 4577.50	COST TOTALS:	1,281,427.88	128,960.05	53,028.72	1,004,646.00	47,610.63	47,182.48	1,281,427.88
JOB 1206 TOTALS:			LABOR HOURS: 4577.50	COST TOTALS:	1,281,427.88	128,960.05	53,028.72	1,004,646.00	47,610.63	47,182.48	1,281,427.88

Pay Application #1 Temporary Parking		**$244,545.08**		**Due to PCG**
1)	USI Invoice - Bond Premium (increase contract amount to $7,1	$8,804.00		
2)	Submittal Exchange Invoice	$3,875.00		
3)	W.R. Toole Invoices (MOD#1 Design Fees - 83.3% Complete)	$36,320.00		
4)	Tupperway Invoice #1	$162,375.00		
5)	CSRA Invoice #1 (Testing)	$3,060.00		
6)	Palmetto Construction Group COST Pay Application #1	$10,047.90		~~$10,047.90~~
7)				
	Balance:	$20,063.18	=	~~$10,031.59~~
Pay Application #2 Temporary Parking		**$228,653.56**		
1)	W.R. Toole Invoices (MOD#1 Design Fees - 100% Complete)	$7,280.00		
2)	Tupperway Invoice #2	$184,746.50		
3)	CSRA Invoice #2 (Testing)	$1,590.00		
4)	Palmetto Construction Group COST Pay Application #2	$23,289.88		~~$23,289.88~~
5)				
	Balance:	$11,747.18	=	~~$5,873.59~~
Pay Application #3 Temporary Parking		**$193,864.80**		
1)	Palmetto Construction Group COST Pay Application #3	$11,678.03		~~$11,678.03~~
2)	Unsure of Restoration Specialist Cost			
3)				
	Balance:	???	=	???
Pay Application #1 Garage October 2014		**????**		
1)	Palmetto Construction Group COST Pay Application #4	$14,737.98		~~$14,737.98~~
2)	Unsure of Restoration Specialist Cost			
3)				
	Balance:	???	=	???
Pay Application #2 Garage November 2014		**????**		
1)	Palmetto Construction Group COST Pay Application #5	$10,491.37		~~$10,491.37~~
2)	Unsure of Restoration Specialist Cost			
3)				
	Balance:	???	=	???
Pay Application #3 Garage December 2014		**????**		
1)	Palmetto Construction Group COST Pay Application #6	$21,835.30		~~$21,835.30~~
2)	Unsure of Restoration Specialist Cost			
3)				
	Balance:	???	=	???
Pay Application #4 Garage January 2015		**????**		
1)	Palmetto Construction Group COST Pay Application #7	$14,328.61		~~$14,238.61~~
2)	Atlantic Concrete Cost	$201,000.00		~~$201,000.00~~
3)	Unsure of Restoration Specialist Cost			
	Balance:	???	=	???
Pay Application #5 Garage February 2015		**????**		
1)	Palmetto Construction Group COST Pay Application #8	$16,974.47		~~$16,974.47~~
2)	Atlantic Concrete Cost	$122,500.00		~~$122,500.00~~
3)	Unsure of Restoration Specialist Cost			

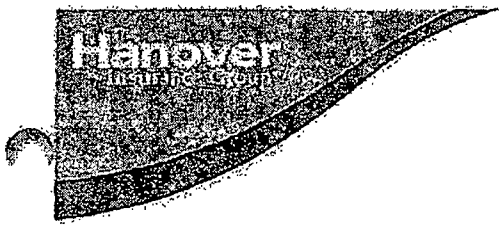
	Balance:	???	=	???
Pay Application #6 Garage March 2015		**????**		
1) Palmetto Construction Group COST Pay Application #9		$16,993.47	~~$16,993.47~~	
2) Atlantic Concrete Cost		$120,000.00	~~$120,000.00~~	
3) Unsure of Restoration Specialist Cost				
	Balance:	???	=	???
Pay Application #7 Garage April 2015		**????**		
1) Palmetto Construction Group COST Pay Application #10		$34,569.00	~~$34,569.00~~	
2) Atlantic Concrete Cost		$65,000.00	~~$65,000.00~~	
3) Unsure of Restoration Specialist Cost				
	Balance:	???	=	???
Pay Application #8 Garage May 2015		**????**		
1) Palmetto Construction Group COST Pay Application #11		$17,473.48	~~$17,473.48~~	473.48 still
2) Atlantic Concrete Cost		$174,500.00	~~$174,500.00~~	
3) Unsure of Restoration Specialist Cost				
	Balance:	???	=	???
Pay Application #9 June 2015		**????**		
1) Palmetto Construction Group COST Pay Application #12		$36,787.96	$36,787.96	
2) Atlantic Concrete Cost		$192,756.00	~~$192,756.00~~	$183000 a
3) Unsure of Restoration Specialist Cost				$9756 still
	Balance:	???	=	???
Pay Application #10 July 2015		**????**		
1) Palmetto Construction Group COST Pay Application #13		$19,766.65	$19,766.65	
2) Atlantic Concrete Cost		$22,835.00	~~$22,835.00~~	
3) Unsure of Restoration Specialist Cost				
	Balance:	???	=	???
Pay Application #11 August 2015		**????**		
1) Palmetto Construction Group COST Pay Application #14		$26,394.60	$26,394.60	
2) Atlantic Concrete Change Order Cost (includes sales tax)		$91,680.00	$91,680.00	
3) Unsure of Restoration Specialist Cost				
	Balance:	???	=	???
		Cost due to PCG		**$184,858.69**
Unsure of Split Profit due to PCG thru 12.2015, please provide breakdown				?????
		Cost Due to PCG		**$184,858.69**

GA VA Parking Garage
Hanover Claims/Payments

	Payments
Tupperway	$236,708.84
Berkel	$95,380.00
Metromont	$270,000.00
Signarama	$86,821.16
Kazlow & Fields	$6,106.00
Metromont	$5,000.00
Georgia Drywall	$15,106.00
Tripp Land Surveying	$6,994.85
Maner Builders Supply	$42,000.00
Watts & Associates	$23,252.20
Cook & Boardman	$4,180.44
Reserve Electric	$188,986.22
Peachtree Protective Covers	$125,966.00
Hidral-American Elevator	$80,000.00
	$1,186,501.71

	Open Claims
Harper Line Striping	$16,477.00
McGann	$27,910.00
	$44,387.00
TOTAL	$1,230,888.71

PCG Negotatiated Subcontractor Debts	
Metromont	$15,300.00
Signarama Orangeburg	$9,781.84
Maner Builders Supply	$5,696.00
Southern Atlantic Mechanical	$23,675.00
Peachtree Awnings	$10,000.00
	$64,452.84



September 30, 2016

Reuben Mark Ward
Lynnette Pennington Ward
3 Bailey Reach
Savanah, GA 31411

John M. Kendle, Jr.
4520 Oyster Bill Road
Meggett, SC 29449

Stephen C. Dandridge
53 Catfish Court
Ridgeville, SC 29472

Jerry S. Handegan
Jill Gayle Handegan
2000 Brick Kiln Parkway
Mt. Pleasant, SC 29466

Restoration Specialists, LLC
PO Box 5352
Savannah, GA 31414

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

Re: Hanover Bond No BCR-1944091-01
Principal: Restoration Specialists, LLC
Obligee: United States of America
Project: VAMC Parking Garage; Contract No. VA247-C-0035; OMB No. 9000-0045
Claim No.: 00-00034093

Indemnitors:

Hanover issued the referenced performance and payment bond for the VAMC Parking Garage (the "Project"). To secure the bond, and as an inducement to issue the bond, each of you signed an Indemnity Agreement, making you liable to Hanover for all payments made by the surety. As you are aware, Hanover has been served with over eighteen claims on the bond by various subcontractors and suppliers of Restoration Specialist, LLC with regard to the Project. Hanover conducted its own investigation of the claims pursuant to the Miller Act, 40 U.S.C.S. § 270a et seq., and has sought your input in the payment of these claims including whether any viable defenses to the claims exist, and has made payment to the bond claimants and secured releases of the claims.

Hanover has paid a total of $1,186,501.71 in claims and expenses with two remaining open claims yet to be resolved, which are reserved at approximately $258,000 bringing the total amount of paid claims and loss reserve to $1,425,122. (See attached Claims Catalogue). This total includes reimbursements to date of $20,000.

Hanover hereby makes demand on each of the indemnitors for the full amount of paid claims, $1,425,144, pursuant to Paragraph 3 of the Indemnity Agreement.

Sincerely,

James E Rudnik

James E. Rudnik, Esq.
Director Risk Mitigation - Surety

Palmetto Construction Group/Restoration Specialists, LLC
Claim No 00-00034903
CLAIM CATALOG as of 10-3-2016

Claimant Name		Date Received	Date Acknowledged	Date AOC Sec'd	Date sent to Restore/Palmetto	Claimed Account	Paid	Balance	Comments
Atlantic Concrete Contractors	727 Industrial Park Dr. Ste 1 Evans, GA 30809	3/22/2016	3/22/2016		3/22/2016	$ 130,146.00		$ 130,146.00	4/19 John is negotiating. They cannot produce CO's.
Harper Line Striping	PO Box 2640 Augusta, GA 30914	3/22/2016	3/22/2016		-	$ 16,477.00		$ 16,477.00	

OTHER PAYABLES									
Amano McGann						$ 27,910.00		$ 27,910.00	
					TOTAL Open Payables and Claims	$ 174,533.00	$ -	$ 174,533.00	

COMPLETED CLAIMS								
American Elevator Co.	PO Box 1946 Summerville, SC 29484-1946	1/22/2016	1/22/2016			$ 87,550.00	$ 80,000.00	2/17 call from Hidral USA claims American owes $142,000. Claim deal was for $80,000 4/27/2016 Mark Ward advised that he has paid $10,00 to Baker and will pay them completely. 5/20 M Ward sysys hes has paid completely.
Baker Roofing	Att'y Jodi Taylor							
Barkel & Co Contractors, Inc.		12/1/2015	N/A	N/A	12/11/2015	$ 96,340.00	$ 95,380.00	Settlement pending Att'y is Jodi Taylor at Baker Daniels 4/19 Palmetto is discussing.
Cook & Boardman, LLC	3915 Westpoint Blvd Winston-Salem, NC 27103-6719	1/22/2016	2/18/2016	2/26/2016	4/19/2016	$ 4,180.44	$ 4,180.44	5/2 Forwarded Release 5/4/16 Processed check.
Haley Ray				N/A	N/A	$ 2,200.00		6/3/16 M Ward advises pd
Georgia Drywall	4499 Columbia Rd. Suite 1 Martinez, GA 30907	12/5/2015	1/13/2016	1/14/2016	1/15/2016	$ 15,106.00	$ 15,106.00	
Jacobs Land Management	733 Scott Nixon Memorial Dr Augusta, GA 30907	2/18/2016	2/18/2016	2/18/2016		$ 33,375.00		4/19 Palmetto will follow up 5/20 M Ward says he has paid.
Manor Builders Supply	3737 Martinez Blvd Martinez, GA 30907 Att'y Kogor Bradford	1/19/2016	1/19/2016	2/1/2016		$ 47,636.00	$ 42,000.00	4/19 Jay will check. Need to find and send documents to Palmetto. 4/26 Email from Palmetto Settled for $42,000.
Motremont Construction Group	Holcombe Bomar 100 Dunbar, Suite 200 Spartanburg, SC 29306	1/26/2016	1/28/2016	2/3/2016		$ 290,300.00	$275,000	
Peachtree Awnings	1477 Rosedale Hiram, GA 30141	4/8/2016	4/11/2016	3/15/2016	4/19/2106	$ 133,998.00	$125,996	4/19 Not much to dispute. Palmetto will call. 6/10/16 CHECK HAS NOT GONE OUT YET. WAITING FOR Signed Release 6/16/16 Processed check.
Reserve Electrical Services, Inc.	922 College Park Rd Summerville, SC 29483	2/1/2016	2/18/2016	3/1/2016	4/19/2016	$ 168,982.22	$ 168,988.22	4/18 Reserve did other work for Restoration. Application of payments issue. Request application of payments from Restoration. 5/2 Spoke with Reserve, Requested account history
Signarama of Orangeburg	607 Boughton St. Orangeburg, SC 29115	1/20/2016	2/18/2016		1/25/2016	$ 96,603.00	$ 86,821.16	
Southern Atantic Mechanical Co.	3770 Fernandia Rd Columbia, SC 29210	12/9/2015	12/11/2015	12/11/2015	1/15/2016	$ 23,675.00		No response from Restoration as of 1/27/16; Palmetto advises they have reached agmt 2/2/16
Tripp Land Surveying	916 Dougherty Aiken, SC 29803	1/27/2016	1/27/2016	1/28/2016	4/19/2016		$6,170.00 $6,994.85	
Tupperway Siteworks, LLC	Att'y Jenny Humycutt	10/7/2015	10/13/2015	11/11/2105	10/13/2015	$ 310,250.98	$ 236,708.84	Partial settlement of undisputed amount 4/19 Need to forward docs to Palmetto
Watts & Associates Waterproofing	PO Box 21273 Columbia, SC 29221	2/1/2016	2/18/2016	2/26/2016	4/19/2016	$ 23,252.20	$ 23,252.44	4/28/16 Forwarded Release to Watts. PENDING 5/2 Processed check
							$ 1,100,423.95	

Hanover Insurance Group.

Unsaved Work | Help | About
Go to (Alt+/) Go
Desktop
Search
Address Book
Claim (00-00034903)
Vacation
| | Bor: BCR-1944091-01 | PRI: PALMETTO CONSTRUCTION GROUP, LLC | DoC: 07/13/2013 | St: Open | Adj: James Rudnik (Bond Claim Team - Commet - VP: Thomas Moses)
Actions
Summary
Workplan
Claim Details
Claimant Files
Contacts
Bond
Financials
Notes
Documents Nav
Draft Correspondence
Plan of Action
Litigation
Compliance
History
FNOC Snapshot
Calendar
Recovery

Financials (Total Incurred: $1,425,122.00): Transactions
Summary Transactions Checks Financial Audit

Trans Type	Trans Type	Check Number	Pay To	Check Amount	Request Date	Scheduled Send Date	Claimant File	PMS Feature	Bond Description	Cost Type	Cost Category	HCS Status	User
$236,708.84	Partial Pmt	07263452	Best Honeycutt, PA IOLTA	$236,708.84	01/26/2016	01/26/2016	1	01	Surety - Payment	Loss	Loss	Submitted	James I
$95,380.00	Partial Pmt	07285264	Berkel & Co Contractors, Inc.	$95,380.00	02/11/2016	02/11/2016	1	01	Surety - Payment	Loss	Loss	Submitted	James I
$270,000.00	Partial Pmt	07340806	Metromont Corporation 2802 White Horse Rd Greenville,SC 29611	$270,000.00	03/24/2016	03/24/2016	1	01	Surety - Payment	Loss	Loss	Submitted	James I
$86,821.16	Partial Pmt	07348358	Signarama Orangeburg 607 Broughton Street Orangeburg,SC 29115	$86,821.16	03/30/2016	03/30/2016	1	01	Surety - Payment	Loss	Loss	Submitted	James I
$6,106.00	Expense Pmt	07368685	KAZLOW & FIELDS LLC 8100 SANDPIPER CIRCLE SUITE 204 BALTIMORE,MD 21236	$6,106.00	04/14/2016	04/08/2016	1	01	Surety - Payment	Expense - Other	Expert Investigation	Submitted	Andrea
$5,000.00	Partial Pmt	07374407	Metromont Corporation 2802 White Horse Rd Greenville,SC 29611	$5,000.00	04/19/2016	04/19/2016	1	01	Surety - Payment	Loss	Loss	Submitted	James I
$15,106.00	Partial Pmt	07376019	Georgia Drywall, Inc. 4499 Columbia Road Suite 1 Martinez,GA 30907	$15,106.00	04/20/2016	04/20/2016	1	01	Surety - Payment	Loss	Loss	Submitted	James I
$6,994.85	Partial Pmt	07385371	Tripp Land Surveying, Inc. 916 Dougherty Road Aiken,SC 29803	$6,994.85	04/27/2016	04/27/2016	1	01	Surety - Payment	Loss	Loss	Submitted	James I
$42,000.00	Partial Pmt	07388657	Miner Builders Supply Co. 7188 Cross Country Road N. Charleston,SC 29418	$42,000.00	04/29/2016	04/29/2016	1	01	Surety - Payment	Loss	Loss	Submitted	James I
$23,252.20	Partial Pmt	07390686	Watts & Associates Waterproofi 7416 Fairfield Rd Columbia,SC 29203	$23,252.20	05/02/2016	05/02/2016	1	01	Surety - Payment	Loss	Loss	Submitted	James I
$4,180.44	Partial Pmt	07394168	Cook & Boardman, LLC 3916 Westpoint Blvd. Winston-Salem,NC 27103	$4,180.44	05/04/2016	05/04/2016	1	01	Surety - Payment	Loss	Loss	Submitted	James I
$188,986.22	Partial Pmt	07419783	Reserve Electrical Services 922 College Park Rd. Summerville,SC 29483	$188,986.22	05/24/2016	05/24/2016	1	01	Surety - Payment	Loss	Loss	Submitted	Karen T

$125,966.00Partial Pmt	07452752	Penchtree Protective Covers 1477 Rosedale Drive Hiram,GA 30141	$125,966.0006/20/2016	06/16/2016	1	01	Surety - Payment Loss	Loss	Submitted James I
$80,000.00Partial Pmt	07501336	Hidmi USA, INc. 500 Tillessen Blvd Ridgeway,SC 29130	$80,000.0007/28/2016	07/22/2016	1	01	Surety - Payment Loss	Loss	Submitted James I

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
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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

The South Carolina Court of Appeals

JENNY ABBOTT KITCHINGS
CLERK

V. CLAIRE ALLEN
DEPUTY CLERK

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October 21, 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 your return to respondent's motion to dismiss as the motion was returned to the respondent on October 4, 2016, due to there having been no appeal filed in this Court at that time. It is my understanding that you spoke with a member of my staff regarding your filing the return and stated that you had not received a copy of the letter returning the motion most likely because of mail service disruption due to the recent hurricane.

Very truly yours,

V. Claire Allen, Deputy

CLERK

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

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

CERTIFICATE OF COUNSEL

I hereby certify that the Record on Appeal contains all material proposed to be included by any of the parties and not any other material.

September 6, 2017

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125E Wappoo Creek Drive, Suite 202
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