

THE STATE OF SOUTH CAROLINA

In The Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

Jennifer B. McCoy, Circuit Court Judge

Civil Action No. 2015-CP-10-00955

Appellate Case No. 2019-001790

RECEIVED

Feb 03 2021

SC Court of Appeals

Palmetto Pointe At Peas Island Condominium Property Owners Association, Inc. And Jack Love,
Individually, and on behalf of all others similarly situated,.....Plaintiffs,

vs.

Island Pointe, LLC; Complete Building Corporation; Tri-County Roofing, Inc.; Creekside, Inc;
American Residential Services, LLC d/b/a ARS/Rescue Rooter Charleston; Andersen Windows,
Inc; Atlantic Building Construction Services, Inc., n/k/a Atlantic Construction Services, Inc.;
Builder Services Group, Inc. d/b/a Gale Contractor Services; Novus Architects, Inc., f/k/a SGM
Architects, Inc.; Tallent and Sons, Inc; W C Services, Inc.; CRG Engineering, Inc; CertainTeed
Corporation; Kelly Flooring Products, Inc, d/b/a Carpet Baggers; Cornerstone Construction and
Mark Malloy d/b/a Cornerstone Construction; Miracle Siding, LLC and Wilson Lucas Sales d/b/a
Miracle Siding, LLC; Mark Palpoint a/k/a Micah Palpoint; Elroy Alonzo Vasquez; Chris a/k/a
John Doe 61; Alderman Construction; Stanley's Vinyl Fence Designs; Cohen's Drywall Company,
Inc; Mosely Concrete; Hand A Framing Construction, LLC a/k/a H&A Framing Construction,
LLC and d/b/a H and A Framing, LLC, H&A Construction, and Hand A Construction; JMC
Construction, Inc; JMC Construction, LLC; John Doe 1—15, ... Defendants,

of which Palmetto Pointe At Peas Island Condominium Property Owners Association, Inc. and
Jack Love, individually, and on behalf of all others similarly situated are the Respondents,

and

Tri-County Roofing, Inc..... Appellant.

RECORD ON APPEAL (FINAL)

Andrew N. Cole, Esquire
SC Bar No. 68387
acole@collinsandlacy.com
COLLINS & LACY, PC
Post Office Box 12487
Columbia, SC 29211
803.256.2660 (voice)
803.771.4484 (fax)
Attorneys for Appellant

Justin O'Toole Lucey, Esquire
SC Bar No. 15438
jlucey@lucey-law.com
Anna McCann, Esquire
SC Bar No. 102314
amccann@lucey-law.com
JUSTIN O'TOOLE LUCEY, PA
415 Mill Street
Mount Pleasant, SC 29464
Attorneys for Respondents

Edward D. Buckley, Jr., Esquire
SC Bar No.
ebuckley@ycrlaw.com
YOUNG CLEMENT RIVERS, LLC
Post Office Box 993
Charleston, SC 29402
Attorneys for Respondents

INDEX
Volume 5 of 7

- 56. Email from counsel for Plaintiff to Judge McCoy forwarding revised, proposed verdict form, dated May 15, 2019 at 1:57pm; **R-1880.1**
- 57. Email from counsel for Complete Building Corporation to Judge McCoy forwarding proposed verdict form, dated May 15, 2019; **R-1881**
- 58. Email from counsel for Tri-County Roofing to Judge McCoy forwarding proposed verdict form, dated May 15, 2019; **R-1885**
- 59. Email from counsel for Miracle Siding and Vasquez to Judge McCoy forwarding proposed verdict form, dated May 15, 2019; **R-1895**
- 60. Email from Judge McCoy forwarding the proposed verdict form that was submitted by counsel for WC Services, dated May 14, 2019; **R-1905**
- 61. Email from Judge McCoy forwarding verdict form being used, dated May 16, 2019.....
..... **R-1911.1**
- 62. Email from Jennifer Zambriczki to Judge McCoy’s Clerk serving Plaintiffs’ Settlement and Release Chart, dated June 10, 2019; **R-1912**
- 63. Email response by counsel for Tri-County Roofing to Plaintiff’s counsel’s email to Judge McCoy on June 10, 2019, dated June 10, 2019; **R-1914**
- 64. Covenant Agreement regarding Complete Building Corporation, dated July 10, 2018;
..... **R-1918**
- 65. Settlement Agreement, Release, Mutual Release and Agreement to Indemnify As to Complete Building Corporation, dated June 6, 2019; **R-1925**
- 66. Settlement Agreement and Mutual Release as to Creekside, Inc., dated June 6, 2019;
..... **R-1940**
- 67. Settlement Agreement and Mutual Release as to American Residential Services, LLC d/b/a ARS/Rescue Rooter Charleston and its Subcontractors, dated April 23, 2019; **R-1955**
- 68. Settlement Agreement and Mutual Release as to Atlantic Building Construction Services, Inc. n/k/a Atlantic Construction Services, Inc., dated April 5, 2019; **R-1980**
- 69. Settlement Agreement and Mutual Release as to Builder Services Group, Inc. d/b/a Gale Contractor Services, dated July 24, 2018; **R-1995**

70. Settlement Agreement and Release [for Novus Architects], dated February 22, 2018;.....
.....**R-2010**
71. Settlement Agreement, Release, Mutual Release, and Agreement to Indemnify as to Tallent and Sons, Inc., dated February 22, 2019;.....**R-2019**
72. Settlement Agreement, Release, Mutual Release and Agreement to Indemnify as to CertainTeed Corporation, dated July 12, 2018;**R-2034**
73. Waiver, Release and Settlement Agreement [for Kelly Flooring Products, Inc. d/b/a Carpet Baggers], dated January 25, 2019;**R-2049**
74. Settlement Agreement and Release [for Mark Mallory d/b/a Cornerstone Construction], dated April 25, 2018;**R-2057**
75. Settlement Agreement and Release as to Miracle Siding, LLC and Wilson Lucas Sales d/b/a Miracle Siding, LLC, undated [likely entered May 28, 2019];**R-2065**
76. Settlement Agreement and Release as to Eloy Alonzo Vasquez, undated [likely entered May 28, 2019];**R-2077**
77. Settlement Agreement [for Alderman Construction], dated June 19, 2018;.....**R-2089**
78. Settlement Agreement and Mutual Release as to Stanley’s Vinyl Fence Designs, undated [likely entered May 8, 2019];**R-2092**
79. Settlement Agreement and Mutual Release as to Cohen’s Drywall Company, Inc., dated July 12, 2018;**R-2107**
80. Emails regarding the settlement of Moseley Concrete crossclaims – dated May—June 2019;**R-2122**
81. Release and Settlement Agreement [for H and A Framing Construction, LLC, H and A Framing Construction, LLC a/k/a H&A Framing Construction, LLC and d/b/a Hand A Framing, LLC and Hand A Construction], dated January 31, 2018;**R-2131**
82. Email regarding the settlement of Andersen Windows, dated April 30, 2019;**R-2143**
83. Email from Laura Knight to Judge McCoy’s Clerk Serving Plaintiffs’ Memorandum in Opposition to Motion to Reconsider, dated August 15, 2019;.....**R-2146**

Trial Exhibits

84. Exhibit 5A – Complete Building Corporation and Palmetto Pointe Subcontract, dated December 27, 2005;.....**R-2148**

85.	Exhibit 9 – Complete Building Corporation and Tri-County Roofing, Inc. Subcontract, dated April 17, 2006;.....	R-2183
86.	Exhibit 22 – Complete Building Corporation Change Order #12, dated April 3, 2008;.....	R-2194
87.	Exhibit 29 – Tri-County Roofing Change Order #5, dated August 24, 2007;.....	R-2199
88.	Exhibit 36 – Tri-County Roofing Change Order #12, dated February 15, 2008;.....	R-2201
89.	Exhibit 340 – November 4, 2005, Project Manual;.....	R-2203
90.	Exhibit 583 – 1997 A201-1997 AIA General Conditions;	R-2496

From: Jennifer Zambriczki <jzambriczki@lucey-law.com>
Sent: Wednesday, May 15, 2019 1:57 PM
To: Justin Lucey; McCoy, Jennifer Law Clerk (Alexandra Heaton); jmccoyj@sccourts.org
Cc: ademato@yclaw.com; laura knight; shatch@clawsonandstaubes.com; Rett Kendall; McCoy, Jennifer B. Secretary (Kathryn B. Stone); Stephanie Drawdy; Josh Evans; Buckley, Edward D. (Ed); Andrew Cole; Christopher Adams; Bo Wilson; Brandon Reeser; Wendy McCravy; Chris Ramsey; Jim Atkins; Kellie Hunt; Troy Thames; Tarsha M. Jefferson; Richelle Campbell; leonardtbrowne@gmail.com; Jasmine Wyman; Cerchione, Carla; Brent M. Boyd; Anna McCann
Subject: RE: Palmetto Pointe v. Island Pointe, et al (Case No. 2015CP1000955): Plaintiffs' Verdict Form
Attachments: Verdict Form v. 4.doc

Dear Judge McCoy:

In light of today's arguments, Plaintiffs have attached hereto a revised Verdict Form.

Thank you.

Jennifer C. Zambriczki
Remote Senior Paralegal
Justin O'Toole Lucey, PA
Cell: 843-813-7441

From: Justin Lucey [mailto:jlucey@lucey-law.com]
Sent: Wednesday, May 15, 2019 7:58 AM
To: McCoy, Jennifer Law Clerk (Alexandra Heaton); jmccoyj@sccourts.org
Cc: DeMato, Amanda; Laura Knight; Shaun Hatch; Rett Kendall; Jennifer Zambriczki; McCoy, Jennifer B. Secretary (Kathryn B. Stone); Stephanie Drawdy; Josh Evans; Buckley, Edward D. (Ed); Andrew N. Cole, Esquire (Carolina Gutter); Christopher Adams; Bo Wilson; Brandon Reeser; Wendy McCravy; Chris Ramsey; Jim Atkins; Kellie Hunt; Troy Thames; Tarsha M. Jefferson; Richelle Campbell (Chas Glass Asst); leonardtbrowne@gmail.com; Jasmine Wyman; Cerchione, Carla; Brent M. Boyd
Subject: Re: Palmetto Pointe v. Island Pointe, et al (Case No. 2015CP1000955): Plaintiffs' Notices of Publication

Ms. Heaton/Judge McCoy

Plaintiffs comments and exceptions to the proposed charge is attached.

Also attached is Plaintiffs' proposed verdict form.

Justin Lucey

On Tue, May 14, 2019 at 6:03 PM Justin Lucey <jlucey@lucey-law.com> wrote:

Ms Heaton/Judge:

Plaintiffs will be dismissing their claims against Island Point, LLC tomorrow morning. SCUTPA will not need to be charged.

Justin Lucey

On May 14, 2019, at 5:16 PM, McCoy, Jennifer Law Clerk (Alexandra Heaton) <jmccoyle@sccourts.org> wrote:

Counsel:

A draft of the jury charges is attached. Please let us know if there are any additions, deletions, or corrections you would like made to this draft.

Thanks!

Alex

Alexandra Heaton

Law Clerk to The Honorable Jennifer McCoy

Circuit Court Judge

100 Broad Street, Suite 348

Charleston, South Carolina 29401

Tel.: (843) 958-5064

jmccoyle@sccourts.org

From: DeMato, Amanda <ADemato@ycrlaw.com>

Sent: Tuesday, May 14, 2019 10:49 AM

To: 'Laura Knight' <lknight@lucey-law.com>; Shaun Hatch <shatch@clawsonandstaubes.com>; McCoy, Jennifer Law Clerk (Alexandra Heaton) <jmccoyle@sccourts.org>; Rett Kendall <rkendall@murphygrantland.com>; Justin Lucey <jlucey@lucey-law.com>

Cc: Jennifer Zambriczki <jzambriczki@lucey-law.com>; McCoy, Jennifer B. Secretary (Kathryn B. Stone) <jmccoysc@sccourts.org>; Stephanie Drawdy <sdrawdy@lucey-law.com>; Josh Evans <jevans@lucey-law.com>; Buckley, Edward D. (Ed) <ebuckley@ycrlaw.com>; Andrew N. Cole, Esquire (Carolina Gutter) <acole@collinsandlacy.com>; Christopher Adams <cadams@collinsandlacy.com>; Bo Wilson <bwilson@wilsonheyward.com>; Brandon Reeser <breeser@wilsonheyward.com>; Wendy McCravy <wmccravy@wilsonheyward.com>; Chris Ramsey <cramsey@bosticlaw.com>; Jim Atkins <jAtkins@clawsonandstaubes.com>; Kellie Hunt <khunt@clawsonandstaubes.com>; Troy Thames <tthames@wjlaw.net>; Tarsha M. Jefferson <tjefferson@collinsandlacy.com>; Richelle Campbell (Chas

Glass Asst) <rcampbell@collinsandlacy.com>; leonardtbrowne@gmail.com; Jasmine Wyman <JWyman@richardsonplowden.com>; Cerchione, Carla <Carla.Cerchione@wbd-us.com>; Brent M. Boyd <bboyd@murphygrantland.com>
Subject: RE: Palmetto Pointe v. Island Pointe, et al (Case No. 2015CP1000955): Plaintiffs' Notices of Publication

***** EXTERNAL EMAIL:** This email originated from outside the organization. Please exercise caution before clicking any links or opening attachments. ***

Ms. Heaton,

Attached are two additional Plaintiffs' proposed jury charges. I am also attaching Plaintiffs' Exhibit No. 141 which is an attachment to Plaintiffs' Proposed Jury Charge No. 39.

Amanda DeMato

Young Clement Rivers, LLP

P.O. Box 993

Charleston, SC 29402

From: Laura Knight <lknight@lucey-law.com>
Sent: Tuesday, May 14, 2019 9:53 AM
To: Shaun Hatch <shatch@clawsonandstaubes.com>; McCoy, Jennifer Law Clerk (Alexandra Heaton) <jmccoylc@sccourts.org>; Rett Kendall <rkendall@murphygrantland.com>; Justin Lucey <jlucey@lucey-law.com>
Cc: Jennifer Zambriczki <jzambriczki@lucey-law.com>; McCoy, Jennifer B. Secretary (Kathryn B. Stone) <jmccoysc@sccourts.org>; Stephanie Drawdy <sdrawdy@lucey-law.com>; Josh Evans <jevans@lucey-law.com>; Buckley, Edward D. (Ed) <ebuckley@ycrlaw.com>; DeMato, Amanda <ADemato@ycrlaw.com>; Andrew N. Cole, Esquire (Carolina Gutter) <acole@collinsandlacy.com>; Christopher Adams <cadams@collinsandlacy.com>; Bo Wilson <bwilson@wilsonheyward.com>; Brandon Reeser <breeser@wilsonheyward.com>; Wendy McCravy <wmccravy@wilsonheyward.com>; Chris Ramsey <cramsey@bosticlaw.com>; Jim Atkins <JAtkins@clawsonandstaubes.com>; Kellie Hunt <khunt@clawsonandstaubes.com>; Troy Thames <tthames@wjlaw.net>; Tarsha M. Jefferson <tjefferson@collinsandlacy.com>; Richelle Campbell (Chas Glass Asst) <rcampbell@collinsandlacy.com>; leonardtbrowne@gmail.com; Jasmine Wyman <JWyman@richardsonplowden.com>; Cerchione, Carla <Carla.Cerchione@wbd-us.com>; Brent M. Boyd <bboyd@murphygrantland.com>
Subject: RE: Palmetto Pointe v. Island Pointe, et al (Case No. 2015CP1000955): Plaintiffs' Notices of Publication

Ms. Heaton:

Attached please find a numbered version of Plaintiffs' proposed jury charges that are identical to those we sent last week. We numbered them so that we could refer to them by number in the charge conference.

Thank you,

Laura Knight

From: Shaun Hatch <shatch@clawsonandstaubes.com>
Sent: Tuesday, May 14, 2019 9:25 AM
To: McCoy, Jennifer Law Clerk (Alexandra Heaton) <jmccoyle@sccourts.org>; Rett Kendall <rkendall@murphygrantland.com>; Justin Lucey <jlucey@lucey-law.com>
Cc: Jennifer Zambriczki <jzambriczki@lucey-law.com>; McCoy, Jennifer B. Secretary (Kathryn B. Stone) <jmccoysc@sccourts.org>; Laura Knight <lknight@lucey-law.com>; Stephanie Drawdy <sdawdy@lucey-law.com>; Josh Evans <jevans@lucey-law.com>; Buckley, Edward D. (Ed) <ebuckley@ycrlaw.com>; Amanda DeMato (Paralegal - Housemasters) <ADemato@ycrlaw.com>; Andrew N. Cole, Esquire (Carolina Gutter) <acole@collinsandlacy.com>; Christopher Adams <cadams@collinsandlacy.com>; Bo Wilson <bwilson@wilsonheyward.com>; Brandon Reeser <breeser@wilsonheyward.com>; Wendy McCravy <wmccravy@wilsonheyward.com>; Chris Ramsey <cramsey@bosticlaw.com>; Jim Atkins <JAtkins@clawsonandstaubes.com>; Kellie Hunt <khunt@clawsonandstaubes.com>; Troy Thames <tthames@wjlaw.net>; Tarsha M. Jefferson <tjefferson@collinsandlacy.com>; Richelle Campbell (Chas Glass Asst) <rcampbell@collinsandlacy.com>; leonardtbrowne@gmail.com; Jasmine Wyman <JWyman@richardsonplowden.com>; Cerchione, Carla <Carla.Cerchione@wbd-us.com>; Brent M. Boyd <bboyd@murphygrantland.com>
Subject: RE: Palmetto Pointe v. Island Pointe, et al (Case No. 2015CP1000955): Plaintiffs' Notices of Publication

Alex:

Due to technical issues with our network, I was not able to provide you with the proposed charges in word format yesterday.

Attached please find the proposed charges of WC Services, that were previously sent to you in pdf format.

If you should have any questions, please feel free to contact me.

With kind regards,

Shaun Hatch

Paralegal to Albert A. Lacour, III;

Paralegal to Michael L. Leech; and

Paralegal to James A. Atkins

<image001.png>

126 Seven Farms Drive, Suite 200 | Charleston SC | 29492-8144
Phone: 843 577 2026 Ext. 2210 | Fax: 843 722 2867

Website: www.clawsonandstaubes.com | **Email:** shatch@clawsonandstaubes.com |
Location: [Map](#)

This e-mail and the information transmitted contains PRIVILEGED and CONFIDENTIAL information and is the property of the sender. If you are not the intended recipient, or the employee or agent responsible for delivering it to the intended recipient, you are hereby notified that any dissemination or copying of this information, or the taking of any action in reliance on the content of this information, is strictly prohibited. If you have received this e-mail in error, please immediately contact Shaun Hatch with CLAWSON AND STAUBES, LLC at (843) 577-2026, ext. 2210 and please delete the original transmittal of this information.

From: McCoy, Jennifer Law Clerk (Alexandra Heaton) <jmccoyle@sccourts.org>
Sent: May 13, 2019 9:59 AM
To: Rett Kendall <rkendall@murphygrantland.com>; Justin Lucey <jlucey@lucey-law.com>
Cc: Jennifer Zambriczki <jzambriczki@lucey-law.com>; McCoy, Jennifer B. Secretary (Kathryn B. Stone) <jmccoysc@sccourts.org>; Laura Knight <lknight@lucey-law.com>; Stephanie Drawdy <sdrawdy@lucey-law.com>; Josh Evans <jevans@lucey-law.com>; Buckley, Edward D. (Ed) <ebuckley@yclaw.com>; Amanda DeMato (Paralegal - Housemasters) <ADemato@yclaw.com>; Andrew N. Cole, Esquire (Carolina Gutter) <acole@collinsandlacy.com>; Christopher Adams

<cadams@collinsandlacy.com>; Bo Wilson <bwilson@wilsonheyward.com>; Brandon Reeser <breeser@wilsonheyward.com>; Wendy McCravy <wmccravy@wilsonheyward.com>; Chris Ramsey <cramsey@bosticlaw.com>; Jim Atkins <JAtkins@clawsonandstaubes.com>; Kellie Hunt <khunt@clawsonandstaubes.com>; Shaun Hatch <shatch@clawsonandstaubes.com>; Troy Thames <tthames@wjlaw.net>; Tarsha M. Jefferson <tjefferson@collinsandlacy.com>; Richelle Campbell (Chas Glass Asst) <rcampbell@collinsandlacy.com>; leonardtbrowne@gmail.com; Jasmine Wyman <JWyman@richardsonplowden.com>; Cerchione, Carla <Carla.Cerchione@wbd-us.com>; Brent M. Boyd <bboyd@murphygrantland.com>

Subject: RE: Palmetto Pointe v. Island Pointe, et al (Case No. 2015CP1000955): Plaintiffs' Notices of Publication

Please submit any proposed charges in Word format.

Thank you.

Alex

Alexandra Heaton

Law Clerk to The Honorable Jennifer McCoy

Circuit Court Judge

100 Broad Street, Suite 348

Charleston, South Carolina 29401

Tel.: (843) 958-5064

jmccoyle@sccourts.org

From: Rett Kendall <rkendall@murphygrantland.com>

Sent: Wednesday, May 8, 2019 9:44 PM

To: Justin Lucey <jlucey@lucey-law.com>

Cc: Jennifer Zambriczki <jzambriczki@lucey-law.com>; McCoy, Jennifer B. <jmccoyj@sccourts.org>; McCoy, Jennifer Law Clerk (Alexandra Heaton) <jmccoyle@sccourts.org>; McCoy, Jennifer B. Secretary (Kathryn B. Stone) <jmccoysc@sccourts.org>; Laura Knight <lknight@lucey-law.com>; Stephanie Drawdy <sdrawdy@lucey-law.com>; Josh Evans <jevans@lucey-law.com>; Buckley, Edward D. (Ed) <ebuckley@ycrlaw.com>; Amanda DeMato (Paralegal - Housemasters) <ADemato@ycrlaw.com>; Andrew N. Cole, Esquire (Carolina Gutter) <acole@collinsandlacy.com>; Christopher Adams <cadams@collinsandlacy.com>; Bo Wilson <bwilson@wilsonheyward.com>; Brandon Reeser <breeser@wilsonheyward.com>; Wendy McCravy <wmccravy@wilsonheyward.com>; Chris Ramsey

<cramsey@bosticlaw.com>; Jim Atkins <JAtkins@clawsonandstaubes.com>; Kellie Hunt <khunt@clawsonandstaubes.com>; Shaun Hatch <shatch@clawsonandstaubes.com>; Troy Thames <tthames@wjlaw.net>; Tarsha M. Jefferson <tjefferson@collinsandlacy.com>; Richelle Campbell (Chas Glass Asst) <rcampbell@collinsandlacy.com>; leonardtbrowne@gmail.com; Jasmine Wyman <JWyman@richardsonplowden.com>; Cerchione, Carla <Carla.Cerchione@wbd-us.com>; Brent M. Boyd <bboyd@murphygrantland.com>

Subject: Re: Palmetto Pointe v. Island Pointe, et al (Case No. 2015CP1000955): Plaintiffs' Notices of Publication

***** EXTERNAL EMAIL:** This email originated from outside the organization. Please exercise caution before clicking any links or opening attachments. ***

I intended to convey my willingness to cooperate. I was also responding by explaining the hardship we would have with the second aspect of your email—that we begin our case in chief tomorrow. Of course I will comply with my obligations.

RETT

Sent from my iPhone

On May 8, 2019, at 9:34 PM, Justin Lucey <jlucey@lucey-law.com> wrote:

Rett:

seems like there are two issues here:

- 1) are the defendants going to reciprocate on the courtesy agreed to by Plaintiff
- 2) are the Defendants going forward tomorrow, regardless, as is their obligation.

Defendants have only referenced two conflicts - JR Watkins and Al S. Are these the only two witnesses that Defendants intend to call ? If not, I trust that, in accordance with court rules, customs, and practices, you will have the rest ready to go tomorrow.

So that Defendants do not use Plaintiffs as an excuse for their failure to go forward, Plaintiffs will enforce the subpoena on their damage witness and withdraw any delay consent to Defendant's witnesses. Sorry for having bothererd this distribution list and the Court with a consult and heads up.

Justin Lucey

On Wed, May 8, 2019 at 9:19 PM Rett Kendall
<rkendall@murphygrantland.com> wrote:

Judge McCoy and Justin,

Thank you for bringing this to our attention tonight. As you will recall, I was one of the folks who indicated scheduling issues this week with my experts. I know that Mr. Schweickhardt is attending his daughter's graduation events and JR Watkins had advised that he was unavailable at all this week. Both of them are available next week and we have released them from their obligation to be here this week. Because we had no prior notice that Mr. Handegan would not be able to testify tomorrow, we have not made any arrangements for our fact witnesses to be here tomorrow. As the Court is aware, we have no employees over whom we have control. At this late hour, we do not believe that we can start our case tomorrow.

I have not been able to confer with everyone tonight and would be glad to discuss this with the Court when we arrive tomorrow.

Rett

Sent from my iPad

On May 8, 2019, at 8:31 PM, Justin Lucey <jlucey@lucey-law.com> wrote:

Rett, Andy, and other Defense Counsel,

As you may recall, Plaintiffs had their damage witness at Court all afternoon ready to testify. His testimony was eventually delayed at the your equest to allow you time to review his issue preclusion cross outs (reductions) and his fire assembly increase and his addition of a contingency (the appropriateness of which was testified by Mr. Schweickhardt on Monday).

Given the Friday state holiday, etc, Plaintiffs have forcefully worked on shortening their case. Mr. Hannagan was Plaintiff's second from last witness, followed by Dr. Love tomorrow. To give Defendants more time, Dr. Love was accelerated into today and completed.

Unfortunately, Mr. Hannagan, who was self-employed at the time he was employed by Plaintiffs as an expert, is now employed by others. His employer had made it clear to us that Mr. Hannagan's absence from work tomorrow is not an option as they have a large project/bid/trade secret matter happening tomorrow.

To avoid this delay, Plaintiffs have placed Mr. Hannagan under a subpoena for tomorrow. However, if you will recall, at the pretrial conference, one or more Defendants indicated they had some expert scheduling problems and that they needed to call some witnesses out of order. Plaintiffs of course consented. Perhaps the same courtesy would be appropriate at this time to avoid putting Mr. Hannagan's new job in jeopardy.

So, not only are Plaintiffs alerting the Defendants of this issue in advance, Plaintiffs are also giving all advance notice that subject to calling Mr. Hannigan, that Plaintiffs are resting tomorrow; and Defendants need to be prepared to use the day and go forward – regardless of whether Mr. Hannigan is forced to miss work tomorrow, or is permitted to testify on Monday.

Plaintiffs hope that as the delay in this testimony occurred in the context of the foregoing discussion, that the Defendants will indicate to us by 9:30 pm that the Defendants are prepared to go forward with their case and Mr. Hannigan can testify on Monday. If we do not hear from the Defendants by 9:30pm, Plaintiffs will submit an inquiry to the Court on its preferences on the foregoing. (The silver lining would be that the Defendants get more time to prepare their cross on Defendant's damage estimate !)

Plaintiffs look forward to one or more Defense counsel's prompt response.

Justin Lucey

On Tue, May 7, 2019 at 9:31 AM Jennifer Zambriczki
<jzambriczki@lucy-law.com> wrote:

Dear Judge McCoy:

Attached please find ***Plaintiffs' Notices of Publication for the Depositions of Victor Apat and Tommy Smith*** in the above-referenced matter.

By copy of this email, I hereby serve all counsel of record with the same.

Thank you,

Jennifer C. Zambriczki

Remote Senior Paralegal

Justin O'Toole Lucey, PA

Cell: 843-813-7441

~~~ CONFIDENTIALITY NOTICE ~~~ This message is intended only for the addressee and may contain information that is confidential. If you are not the intended recipient, do not read, copy, retain, or disseminate this message or any attachment. If you have received this message in error, please contact the sender immediately and delete all copies of the message and any attachments.

<Jury Charge Draft Palmetto Point 2019.docx>

|                              |   |                              |
|------------------------------|---|------------------------------|
| STATE OF SOUTH CAROLINA      | ) | IN THE COURT OF COMMON PLEAS |
|                              | ) |                              |
| COUNTY OF CHARLESTON         | ) | NINTH JUDICIAL CIRCUIT       |
| PALMETTO POINTE AT PEAS      | ) | CASE NO. 2015-CP-10-0955     |
| ISLAND CONDOMINIUM PROPERTY  | ) |                              |
| OWNERS ASSOCIATION, INC. AND | ) |                              |
| JACK LOVE, INDIVIDUALLY, AND | ) |                              |
| ON BEHALF OF ALL OTHERS      | ) |                              |
| SIMILARLY SITUATED,          | ) |                              |
|                              | ) |                              |
|                              | ) |                              |
| PLAINTIFFS,                  | ) |                              |
|                              | ) |                              |
| vs.                          | ) | <b>VERDICT FORM</b>          |
|                              | ) |                              |
| ISLAND POINTE, LLC, et al,   | ) |                              |
|                              | ) |                              |
| DEFENDANTS.                  | ) |                              |
|                              | ) |                              |

---

- 1) We, the jury, find for the Plaintiffs against the following Defendants on the cause of action for Breach of Implied Warranty (select all that apply):
- |    |                       |                                          |
|----|-----------------------|------------------------------------------|
| a) | Yes / No (Circle one) | Complete Building Corporation;           |
| b) | Yes / No (Circle one) | TriCounty Roofing;                       |
| c) | Yes / No (Circle one) | WC Services;                             |
| d) | Yes / No (Circle one) | Wilson Lucas Sales d/b/a Miracle Siding; |
| e) | Yes / No (Circle one) | Eloy Vasquez.                            |
- 2) We, the jury, find for the Plaintiffs against the following Defendants on the cause of action for Negligence (select all that apply):
- |    |                       |                                |
|----|-----------------------|--------------------------------|
| a) | Yes / No (Circle one) | Complete Building Corporation; |
| b) | Yes / No (Circle one) | TriCounty Roofing;             |

- c) Yes / No (Circle one) WC Services;
- d) Yes / No (Circle one) Wilson Lucas Sales d/b/a Miracle Siding;
- e) Yes / No (Circle one) Eloy Vasquez.

**(Answer next questions only if one or more subparts in the first two (2) questions were found in favor of the Plaintiffs)**

- 3) If the answer to any of the subparts to the foregoing two (2) questions is in favor of the Plaintiffs, set forth below your award of damages to the Plaintiffs:

\_\_\_\_\_

(\$\_\_\_\_\_)

- 4) If you find that any of the Defendants acted with gross negligence, or with conscious or reckless disregard for the truth or Plaintiffs' rights, so indicate by circling Yes below. Otherwise, circle No below:

- a) Yes / No (Circle one) Complete Building Corporation;
- b) Yes / No (Circle one) TriCounty Roofing;
- c) Yes / No (Circle one) WC Services;
- d) Yes / No (Circle one) Wilson Lucas Sales d/b/a Miracle Siding;
- e) Yes / No (Circle one) Eloy Vasquez.

- 5) If your answer to the foregoing question (4) was yes, how much do you award against the specified Defendants in punitive damages?

- a) Complete Building Corporation:

\_\_\_\_\_

(\$\_\_\_\_\_)

b) TriCounty Roofing:

\_\_\_\_\_

(\$\_\_\_\_\_)

c) WC Services:

\_\_\_\_\_

(\$\_\_\_\_\_)

d) Wilson Lucas Sales d/b/a Miracle Siding:

\_\_\_\_\_

(\$\_\_\_\_\_)

e) Eloy Vasquez:

\_\_\_\_\_

\_\_\_\_\_ (\$\_\_\_\_\_)

6) Do you find that Complete Building Corp. is entitled to indemnity from TriCounty Roofing ? Yes / No (circle one).

If yes, how much do you award Complete Building Corp. on its cross-claim against TriCounty Roofing ?

\_\_\_\_\_

(\$\_\_\_\_\_)

7) Do you find that Complete Building Corp. is entitled to indemnity from WC Services ? Yes / No (circle one).

If yes, how much do you award Complete Building Corp. on its cross-claim against WC Services ?

---

(\$\_\_\_\_\_)

Date: \_\_\_\_\_

\_\_\_\_\_  
Presiding Juror

**From:** Rett Kendall <rkendall@murphygrantland.com>  
**Sent:** Wednesday, May 15, 2019 8:58 AM  
**To:** Justin Lucey  
**Cc:** McCoy, Jennifer Law Clerk (Alexandra Heaton); jmccoyj@sccourts.org; ademato@yclaw.com; laura knight; shatch@clawsonandstaubes.com; Jennifer Zambriczki; McCoy, Jennifer B. Secretary (Kathryn B. Stone); Stephanie Drawdy; Josh Evans; Buckley, Edward D. (Ed); Andrew Cole; Christopher Adams; Bo Wilson; Brandon Reeser; Wendy McCravy; Chris Ramsey; Jim Atkins; Kellie Hunt; Troy Thames; Tarsha M. Jefferson; Richelle Campbell; leonardtbrowne@gmail.com; Jasmine Wyman; Cerchione, Carla; Brent M. Boyd  
**Subject:** Re: Palmetto Pointe v. Island Pointe, et al (Case No. 2015CP1000955): Plaintiffs' Notices of Publication  
**Attachments:** draft verdict form copy.docx; ATT00001.htm

Judge McCoy,

Attached is a draft verdict form for CBC. I apologize for the formatting. I anticipated that there will be discussion and that you may simply cut and paste any useful portions.

Rett



Verdict form:

1. Negligence

Do you find that the any of defendants below were negligent, and that their negligence was the proximate cause of damages to the Plaintiffs?

\_\_\_\_\_ yes    \_\_\_\_\_ no    Island Pointe, LLC  
\_\_\_\_\_ yes    \_\_\_\_\_ no    Complete Building Corp.  
\_\_\_\_\_ yes    \_\_\_\_\_ no    Tri-County Roofing  
\_\_\_\_\_ yes    \_\_\_\_\_ no    Wilson Lucas Sales dba Miracle Siding  
\_\_\_\_\_ yes    \_\_\_\_\_ no    Eloy Vasquez  
\_\_\_\_\_ yes    \_\_\_\_\_ no    WC Services

If you answered “no” for all of the Defendants above, go to question 2.

If you answered “yes” for any of the Defendants above, what is the total amount of actual damages you believe has been proven?

\_\_\_\_\_

For each of the Defendants where you answered “yes” what percentage of fault do you allocate to each Defendant? The total percentages must add up to 100%.

\_\_\_\_\_ Island Pointe, LLC  
\_\_\_\_\_ Complete Building Corp.  
\_\_\_\_\_ Tri-County Roofing,  
\_\_\_\_\_ Wilson Lucas Sales dba Miracle Siding  
\_\_\_\_\_ Vasquez Roofing  
\_\_\_\_\_ WC Services

Do you find that the Plaintiffs were also at fault in contributing to the damages? If so, in comparison to all of the other parties combined, what percentage of fault to you assign to the Plaintiffs?

\_\_\_\_\_%

## 2. Breach of Warranty

Do you find that any of the defendants breach the implied warranty of workmanlike service?

\_\_\_\_ yes \_\_\_\_ no Complete Building Corp.

\_\_\_\_ yes \_\_\_\_ no Tri-County Roofing

\_\_\_\_ yes \_\_\_\_ no Wilson Lucas Sales dba Miracle Siding

\_\_\_\_ yes \_\_\_\_ no Eloy Vasquez

\_\_\_\_ yes \_\_\_\_ no WC Services

If you answered "no" for all of the Defendants above, go to question 3.

If you answered "yes" for any of the Defendants above, what is the total amount of actual damages you believe has been proven?

\_\_\_\_\_

## 3. Punitive Damages

Have the Plaintiffs proven by clear and convincing evidence that any of the Defendants listed below acted willfully, wantonly or with reckless disregard for the rights of the Plaintiffs?

\_\_\_\_ yes \_\_\_\_ no Island Pointe, LLC

\_\_\_\_ yes \_\_\_\_ no Complete Building Corp.

\_\_\_\_ yes \_\_\_\_ no Tri-County Roofing

\_\_\_\_ yes \_\_\_\_ no Wilson Lucas Sales dba Miracle Siding

\_\_\_\_\_ yes \_\_\_\_\_ no Eloy Vasquez

\_\_\_\_\_ yes \_\_\_\_\_ no WC Services

If you answered “no” for all of the Defendants above, go to question 4.

If you answered “yes” for any of the Defendants, how much do you award to the Plaintiffs as punitive damages?

Island Pointe, LLC \_\_\_\_\_

Complete Building Corp. \_\_\_\_\_

Tri-County Roofing \_\_\_\_\_

Wilson Lucas Sales dba Miracle Siding \_\_\_\_\_

Vasquez Roofing \_\_\_\_\_

WC Services \_\_\_\_\_

#### 4.Contractual Indemnity

If you answered “no” to questions 1 and 2 above, skip this question.

If you have answered “yes” for any of the Defendants in questions 1 or 2, how much of the damages awarded is attributable to the scope of work performed by that Defendant? (Because not all of the scopes of work are involved in this trial, the sum of your answers might not equal the total amount of the award in items 1 and 2).

Tri-County Roofing \_\_\_\_\_

WC Services \_\_\_\_\_

**From:** Richelle Campbell  
**Sent:** Wednesday, May 15, 2019 9:15 AM  
**To:** McCoy, Jennifer Law Clerk (Alexandra Heaton)  
**Cc:** laura knight; Kellie Hunt; jevans@lucey-law.com; bwilson@wilsonheyward.com; Andrew Cole; sdrawdy@lucey-law.com; jlucey@lucey-law.com; shatch@clawsonandstaubes.com; Christopher Adams; Rett Kendall; Tarsha M. Jefferson; Brandon Reeser; Jim Atkins; James L. Williams; ademato@ycrlaw.com; 'ebuckley@ycrlaw.com'  
**Subject:** 001083-00167: TCR Exhibit List / Pro Filed Document  
**Attachments:** Proposed Jury Verdict Form for Palmetto Pointe.docx

Ms. Heaton, attached please find a Proposed Jury Verdict Form from Tri County Roofing.

|                                           |   |                                 |
|-------------------------------------------|---|---------------------------------|
| STATE OF SOUTH CAROLINA                   | ) | IN THE COURT OF COMMON PLEAS    |
|                                           | ) |                                 |
| COUNTY OF CHARLESTON                      | ) | NINTH JUDICIAL CIRCUIT          |
|                                           | ) |                                 |
| Palmetto Pointe at Peas Island            | ) | Civil Action No.: 2015CP1000955 |
| Condominium Property Owners               | ) |                                 |
| Association, Inc. and Jack Love,          | ) |                                 |
| individually, and on behalf of all others | ) |                                 |
| similarly situated,                       | ) | Jury Verdict Form               |
|                                           | ) |                                 |
| Plaintiffs,                               | ) |                                 |
|                                           | ) |                                 |
| vs.                                       | ) |                                 |
|                                           | ) |                                 |
| Island Pointe, LLC, et al.,               | ) |                                 |
|                                           | ) |                                 |
| Defendants.                               | ) |                                 |
|                                           | ) |                                 |

---

**Issue 1 - Negligence**

1. On the claim of negligence, do you find that any of the Defendants were negligent, and that any of their negligence was the proximate cause of damages to the Plaintiffs?

\_\_\_\_ yes

\_\_\_\_ no

If you answered “no,” go to question 11. If you answered “yes,” go to question 2.

2. On the claim of negligence against Defendant Island Pointe, LLC, we the jury, find in favor of:

\_\_\_\_ Plaintiffs

\_\_\_\_ Defendant Island Pointe, LLC

3. On the claim of negligence against Defendant Complete Building Corporation, we the jury, find in favor of:

\_\_\_\_ Plaintiffs

\_\_\_\_ Defendant Complete Building Corporation

4. On the claim of negligence against Defendant Tri-County Roofing, Inc., we the jury, find in favor of:

\_\_\_\_\_ Plaintiffs

\_\_\_\_\_ Defendant Tri-County Roofing, Inc.

5. On the claim of negligence against Defendant WC Services, Inc., we the jury, find in favor of:

\_\_\_\_\_ Plaintiffs

\_\_\_\_\_ Defendant WC Services, Inc.

6. On the claim of negligence against Defendant Lucas Sales d/b/a Miracle Siding, LLC, we the jury, find in favor of:

\_\_\_\_\_ Plaintiffs

\_\_\_\_\_ Defendant Lucas Sales d/b/a Miracle Siding, LLC

7. On the claim of negligence against Defendant Elroy Alonzo Vazquez, we the jury, find in favor of:

\_\_\_\_\_ Plaintiffs

\_\_\_\_\_ Defendant Elroy Alonzo Vazquez

8. Do you find the Plaintiffs to have been negligent in this matter?

\_\_\_\_\_ Yes

\_\_\_\_\_ No

If you answered “no,” go to question 10. If you answered “yes,” go to question 9.

9. In considering the issue of negligence, we find the percentage of fault as between the Plaintiffs and Defendants above selected to be as follows:

Plaintiffs \_\_\_\_\_%

Defendants \_\_\_\_\_%

Total 100%

10. If you find for the Plaintiffs on the negligence cause of action as to any of the above Defendants, please set forth the amount of actual damages resulting to the Plaintiffs as a result of negligence.

\$ \_\_\_\_\_ Actual Damages

**Issue 2 – Breach of Implied Warranty of Workmanlike Services**

11. On the claim of breach of implied warranty of workmanlike services, do you find that any of the Defendants breached the implied warranty of workmanlike services, and that any such breach was the proximate cause of damages to the Plaintiffs?

\_\_\_\_ Yes

\_\_\_\_ No

If you answered “no,” go to question 19. If you answered “yes,” go to question 12.

12. Do you the jury unanimously find that Defendant Island Pointe, LLC breached the implied warranty of workmanlike services?

\_\_\_\_ Yes

\_\_\_\_ No

13. Do you the jury unanimously find that Defendant Complete Building Corporation breached the implied warranty of workmanlike services?

\_\_\_\_ Yes

\_\_\_\_ No

14. Do you, the jury, unanimously find that Defendant Tri-County Roofing, Inc. breached the implied warranty of workmanlike services?

\_\_\_\_ Yes

\_\_\_\_ No

15. Do you the jury unanimously find that Defendant WC Services, Inc. breached the implied warranty of workmanlike services?

\_\_\_\_ Yes

\_\_\_\_ No

16. Do you the jury unanimously find that Lucas Sales d/b/a Miracle Siding, LLC breached the implied warranty of workmanlike services?

\_\_\_\_ Yes

\_\_\_\_ No

17. Do you the jury unanimously find that Defendant Elroy Alonzo Vazquez breached the implied warranty of workmanlike services?

\_\_\_\_ Yes

\_\_\_\_ No

18. If you find for the Plaintiffs on the breach of implied warranty of workmanlike services cause of action as to any of the above Defendants, please set forth the amount of actual damages resulting to the Plaintiffs as a result of such breach.

\$ \_\_\_\_\_ Actual Damages

### **Issue 3 – South Carolina Unfair Trade Practices Act**

19. On the claim of Violation of South Carolina Unfair Trade Practices Act, we the jury unanimously find for:

\_\_\_\_ Plaintiffs

\_\_\_\_ Defendant Island Pointe, LLC

If you answered “Plaintiffs,” go to question 20. If you answered “Defendant Island Pointe, LLC,” go to question 21.

20. Please state the full amount of actual and compensatory damages awarded to Plaintiffs for Defendant Island Pointe, LLC’s violation of the South Carolina Unfair Trade Practices Act.

\$ \_\_\_\_\_



**Issue 4 – Gross Negligence**

21. On the claim of gross negligence, do you the jury unanimously find that any of the Defendants were grossly negligent, and that any of their gross negligence was the proximate cause of damages to the Plaintiffs?

\_\_\_\_ Yes

\_\_\_\_ No

22. Have the Plaintiffs proven by clear and convincing evidence that any of the Defendants acted willfully, wantonly or with reckless disregard for the rights of the Plaintiffs?

\_\_\_\_ Yes

\_\_\_\_ No

If you answered “no,” end your deliberation here. If you answered “yes,” go to question 23.

23. On the claim of gross negligence against Defendant Island Pointe, LLC, we the jury, find in favor of:

\_\_\_\_ Plaintiffs

\_\_\_\_ Defendant Island Pointe, LLC

If you answered “Plaintiffs,” go to question 24. If you answered “Defendant Island Pointe, LLC,” go to question 25.

24. Have the Plaintiffs proven by clear and convincing evidence that Defendant Island Pointe, LLC acted willfully, wantonly or with reckless disregard for the rights of the Plaintiffs?

\_\_\_\_ Yes

\_\_\_\_ No

25. On the claim of gross negligence against Defendant Complete Building Corporation, we the jury, find in favor of:

\_\_\_\_ Plaintiffs

\_\_\_\_ Defendant Complete Building Corporation

If you answered "Plaintiffs," go to question 26. If you answered "Defendant Complete Building Corporation," go to question 27.

26. Have the Plaintiffs proven by clear and convincing evidence that Defendant Complete Building Corporation acted willfully, wantonly or with reckless disregard for the rights of the Plaintiffs?

\_\_\_\_ Yes

\_\_\_\_ No

27. On the claim of gross negligence against Defendant Tri-County Roofing, Inc., we the jury, find in favor of:

\_\_\_\_ Plaintiffs

\_\_\_\_ Defendant Tri-County Roofing, Inc.

If you answered "Plaintiffs," go to question 28. If you answered "Defendant Tri-County Roofing, Inc.," go to question 29.

28. Have the Plaintiffs proven by clear and convincing evidence that Defendant Tri-County Roofing, Inc. acted willfully, wantonly or with reckless disregard for the rights of the Plaintiffs?

\_\_\_\_ Yes

\_\_\_\_ No

29. On the claim of gross negligence against Defendant WC Services, Inc., we the jury, find in favor of:

\_\_\_\_ Plaintiffs

\_\_\_\_ Defendant WC Services, Inc.

If you answered "Plaintiffs," go to question 30. If you answered "Defendant WC Services, Inc.," go to question 31.

30. Have the Plaintiffs proven by clear and convincing evidence that Defendant WC Services, Inc. acted willfully, wantonly or with reckless disregard for the rights of the Plaintiffs?

\_\_\_\_ Yes

\_\_\_\_ No

31. On the claim of gross negligence against Defendant Lucas Sales d/b/a Miracle Siding, LLC, we the jury, find in favor of:

\_\_\_\_\_ Plaintiffs

\_\_\_\_\_ Defendant Lucas Sales d/b/a Miracle Siding, LLC (Proceed to question 30)

If you answered "Plaintiffs," go to question 32. If you answered "Defendant Lucas Sales d/b/a Miracle Siding, LLC," go to question 33.

32. Have the Plaintiffs proven by clear and convincing evidence that Defendant Lucas Sales d/b/a Miracle Siding, LLC acted willfully, wantonly or with reckless disregard for the rights of the Plaintiffs?

\_\_\_\_\_ Yes

\_\_\_\_\_ No

33. On the claim of gross negligence against Defendant Elroy Alonzo Vazquez, we the jury, find in favor of:

\_\_\_\_\_ Plaintiffs

\_\_\_\_\_ Defendant Elroy Alonzo Vazquez

If you answered "Plaintiffs," go to question 34. If you answered "Defendant Elroy Alonzo Vazquez," go to question 35.

34. Have the Plaintiffs proven by clear and convincing evidence that Defendant Elroy Alonzo Vazquez acted willfully, wantonly or with reckless disregard for the rights of the Plaintiffs?

\_\_\_\_\_ Yes

\_\_\_\_\_ No

35. If you find the Plaintiffs have proven by clear and convincing evidence that any of the Defendants acted willfully, wantonly or with reckless disregard for the rights of the Plaintiffs, please set forth the amount of punitive damages you the jury unanimously award Plaintiffs

\$ \_\_\_\_\_ Punitive Damages

### Apportionment Form

#### Negligence

Using the combined **negligence** that proximately caused the Plaintiffs' injuries as one hundred percent (100%), what percentage of that negligence is attributable to each Defendant? (The percentage must add up to 100%)

|                                              |             |
|----------------------------------------------|-------------|
| Island Pointe, LLC                           | _____ %     |
| Complete Building Corporation                | _____ %     |
| Tri-County Roofing, Inc.                     | _____ %     |
| WC Services, Inc.                            | _____ %     |
| Wilson Lucas Sales d/b/a Miracle Siding, LLC | _____ %     |
| Elroy Alonzo Vazquez                         | _____ %     |
| Potential Joint-Tortfeasor 1                 | _____ %     |
| Potential Joint-Tortfeasor 2                 | _____ %     |
| Potential Joint-Tortfeasor 3                 | _____ %     |
| <b>Total</b>                                 | <b>100%</b> |

#### Implied Warranty of Workmanlike Service

Using the combined breach of **implied warranty of workmanlike service** that proximately caused the Plaintiffs' injuries as one hundred percent (100%), what percentage is attributable to each Defendant? (The percentage must add up to 100%)

|                                              |         |
|----------------------------------------------|---------|
| Island Pointe, LLC                           | _____ % |
| Complete Building Corporation                | _____ % |
| Tri-County Roofing, Inc.                     | _____ % |
| WC Services, Inc.                            | _____ % |
| Wilson Lucas Sales d/b/a Miracle Siding, LLC | _____ % |
| Elroy Alonzo Vazquez                         | _____ % |
| Potential Joint-Tortfeasor 1                 | _____ % |

|                              |             |
|------------------------------|-------------|
| Potential Joint-Tortfeasor 2 | _____%      |
| Potential Joint-Tortfeasor 3 | _____%      |
| <b>Total</b>                 | <b>100%</b> |

**Gross Negligence**

Using the combined **gross negligence** that proximately caused the Plaintiffs' injuries as one hundred percent (100%), what percentage of that negligence is attributable to each Defendant? (The percentage must add up to 100%)

|                                              |             |
|----------------------------------------------|-------------|
| Island Pointe, LLC                           | _____%      |
| Complete Building Corporation                | _____%      |
| Tri-County Roofing, Inc.                     | _____%      |
| WC Services, Inc.                            | _____%      |
| Wilson Lucas Sales d/b/a Miracle Siding, LLC | _____%      |
| Elroy Alonzo Vazquez                         | _____%      |
| Potential Joint-Tortfeasor 1                 | _____%      |
| Potential Joint-Tortfeasor 2                 | _____%      |
| Potential Joint-Tortfeasor 3                 | _____%      |
| <b>Total</b>                                 | <b>100%</b> |

**From:** Brandon Reeser <breeser@wilsonheyward.com>  
**Sent:** Wednesday, May 15, 2019 11:01 AM  
**To:** laura knight  
**Cc:** McCoy, Jennifer Law Clerk (Alexandra Heaton); Justin Lucey; Stephanie Drawdy; Josh Evans; Buckley, Edward D. (Ed); ademato@ycrlaw.com; Andrew Cole; Christopher Adams; Bo Wilson; Wendy McCravy; cramsey@bosticlaw.com; Jim Atkins; Kellie Hunt; shatch@clawsonandstaubes.com; Troy Thames; Renee Hutto; Sandra L. Brock; Tarsha M. Jefferson; David Anderson; Carla Lindler; Richelle Campbell; chowes@richardsonplowden.com; leonardtbrowne@gmail.com; JWyman@RichardsonPlowden.com; Rett Kendall; Horton, Greg; Carla.Cerchione@wbd-us.com; Dana.Lang@wbd-us.com; Joseph.David@wbd-us.com; Brent Boyd  
**Subject:** Re: Palmetto Pointe v. Island Pointe, et al (Case No. 2015CP1000955): Plaintiffs' Notices of Publication  
**Attachments:** Proposed Jury Verdict Form - WLS-EAV (1).docx

Ms. Heaton,

Attached, please find the proposed verdict form for Wilson Lucas Sales d/b/a Miracle Siding, LLC/Miracle Siding and Eloy Alonzo Vasquez.

Brandon T. Reeser  
Wilson & Heyward, LLC  
924 Folly Road (29412)  
Post Office Box 13177 (29422)  
Charleston, South Carolina  
Phone: 843-762-4567  
Fax: 843-762-2345  
[breeser@wilsonheyward.com](mailto:breeser@wilsonheyward.com)

\*\*\*CONFIDENTIAL COMMUNICATION\*\*\*The information contained in this message may contain legally privileged and confidential information intended only for use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or duplication of this transmission is strictly prohibited. If you have received this communication in error, please notify us by telephone or email immediately and return the original message to us or destroy all printed and electronic copies. Nothing in this transmission is intended to be an electronic signature nor to constitute an agreement of any kind under applicable law unless otherwise expressly indicated. Intentional interception or dissemination of electronic mail not belonging to you may violate federal or state law.

\*\*\*IRS CIRCULAR 230 NOTICE\*\*\* Any federal tax advice contained in this communication (or in any attachment) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending any transaction or matter addressed in this communication.

On Wed, May 15, 2019 at 10:03 AM Laura Knight <[lknight@lucey-law.com](mailto:lknight@lucey-law.com)> wrote:

Ms. Heaton:

|                                           |   |                                 |
|-------------------------------------------|---|---------------------------------|
| STATE OF SOUTH CAROLINA                   | ) | IN THE COURT OF COMMON PLEAS    |
|                                           | ) |                                 |
| COUNTY OF CHARLESTON                      | ) | NINTH JUDICIAL CIRCUIT          |
|                                           | ) |                                 |
| Palmetto Pointe at Peas Island            | ) | Civil Action No.: 2015CP1000955 |
| Condominium Property Owners               | ) |                                 |
| Association, Inc. and Jack Love,          | ) |                                 |
| individually, and on behalf of all others | ) |                                 |
| similarly situated,                       | ) | Jury Verdict Form               |
|                                           | ) |                                 |
| Plaintiffs,                               | ) |                                 |
|                                           | ) |                                 |
| vs.                                       | ) |                                 |
|                                           | ) |                                 |
| Island Pointe, LLC, et al.,               | ) |                                 |
|                                           | ) |                                 |
| Defendants.                               | ) |                                 |
|                                           | ) |                                 |

---

**Issue 1 - Negligence**

1. On the claim of negligence, do you find that any of the Defendants breached a duty owed to Plaintiff, and that such breach was the proximate cause of damages to the Plaintiff?

\_\_\_\_\_ yes

\_\_\_\_\_ no

If you answered “no,” go to question 11. If you answered “yes,” go to question 2.

2. On the claim of negligence against Defendant Island Pointe, LLC, we the jury, find in favor of:

\_\_\_\_\_ Plaintiffs

\_\_\_\_\_ Defendant Island Pointe, LLC

We find actual damages caused by Defendant Island Pointe, LLC to be \$\_\_\_\_\_.

3. On the claim of negligence against Defendant Complete Building Corporation, we the jury, find in favor of:

\_\_\_\_\_ Plaintiffs

\_\_\_\_\_ Defendant Complete Building Corporation

We find actual damages caused by Defendant Complete Building Corporation to be \$\_\_\_\_\_.

4. On the claim of negligence against Defendant Tri-County Roofing, Inc., we the jury, find in favor of:

\_\_\_\_\_ Plaintiffs

\_\_\_\_\_ Defendant Tri-County Roofing, Inc.

We find actual damages caused by Defendant Tri-County Roofing, Inc. to be \$\_\_\_\_\_.

5. On the claim of negligence against Defendant WC Services, Inc., we the jury, find in favor of:

\_\_\_\_\_ Plaintiffs

\_\_\_\_\_ Defendant WC Services, Inc.

We find actual damages caused by Defendant WC Services, Inc. to be \$\_\_\_\_\_.

6. On the claim of negligence against Defendant Wilson Lucas Sales d/b/a Miracle Siding, LLC/ Miracle Siding, LLC, we the jury, find in favor of:

\_\_\_\_\_ Plaintiffs

\_\_\_\_\_ Defendant Wilson Lucas Sales d/b/a Miracle Siding, LLC

We find actual damages caused by Defendant Wilson Lucas Sales d/b/a Miracle Siding, LLC/Miracle Siding, LLC to be \$\_\_\_\_\_.

7. On the claim of negligence against Defendant Eloy Alonzo Vazquez, we the jury, find in favor of:

\_\_\_\_\_ Plaintiffs

\_\_\_\_\_ Defendant Eloy Alonzo Vazquez

We find actual damages caused by Defendant Eloy Alonzo Vasquez to be \$\_\_\_\_\_.



8. Do you find the Plaintiffs to have been negligent in this matter?

\_\_\_\_ Yes

\_\_\_\_ No

If you answered “no,” go to Question 10. If you answered “yes,” go to question 9.

9. If the Answer to Question 8 is “yes,” to which defendant has Plaintiff breached its duty?  
(Circle each and move to Question 10)

Island Pointe, LLC: \_\_\_\_\_

Complete Building Corporation: \_\_\_\_\_

Tri-County Roofing, Inc.: \_\_\_\_\_

WC Services, Inc.: \_\_\_\_\_

Wilson Lucas Sales d/b/a Miracle Siding, LLC/Miracle Siding, LLC  
\_\_\_\_\_

10. As to each circled Defendant in Question 9, please write the percentage of comparative fault attributable to the Plaintiff for that Defendant on line next to the Defendant’s name.

**Issue 2 – Breach of Implied Warranty of Workmanlike Services**

11. On the claim of breach of implied warranty of workmanlike services, do you find that any of the Defendants breached the implied warranty of workmanlike services, and that any such breach was the proximate cause of damages to the Plaintiffs?

\_\_\_\_ Yes

\_\_\_\_ No

If you answered “no,” go to question 19. If you answered “yes,” go to question 12.

12. Do you the jury unanimously find that Defendant Island Pointe, LLC breached the implied warranty of workmanlike services?

\_\_\_\_ Yes

\_\_\_\_ No

We find actual damages caused by Defendant Island Pointe, LLC to be \$\_\_\_\_\_.

13. Do you the jury unanimously find that Defendant Complete Building Corporation breached the implied warranty of workmanlike services?

\_\_\_\_ Yes

\_\_\_\_ No

We find actual damages caused by Defendant Complete Building Corporation to be \$\_\_\_\_\_.

14. Do you, the jury, unanimously find that Defendant Tri-County Roofing, Inc. breached the implied warranty of workmanlike services?

\_\_\_\_ Yes

\_\_\_\_ No

We find actual damages caused by Defendant Tri-County Roofing, Inc. to be \$\_\_\_\_\_.

15. Do you the jury unanimously find that Defendant WC Services, Inc. breached the implied warranty of workmanlike services?

\_\_\_\_ Yes

\_\_\_\_ No

We find actual damages caused by WC Services, Inc. to be \$\_\_\_\_\_.

16. Do you the jury unanimously find that Wilson Lucas Sales d/b/a Miracle Siding, LLC breached the implied warranty of workmanlike services?

\_\_\_\_ Yes

\_\_\_\_ No

We find actual damages caused by Defendant Wilson Lucas Sales d/b/a Miracle Siding, LLC/Miracle Siding, LLC to be \$\_\_\_\_\_.

17. Do you the jury unanimously find that Defendant Eloy Alonzo Vazquez breached the implied warranty of workmanlike services?

\_\_\_\_ Yes

\_\_\_\_ No

We find actual damages caused by Defendant Eloy Alonzo Vasquez to be  
\$\_\_\_\_\_.

18. If you find for the Plaintiffs on the breach of implied warranty of workmanlike services cause of action as to any of the above Defendants, please set forth the amount of actual damages resulting to the Plaintiffs as a result of such breach.

\$ \_\_\_\_\_ Actual Damages

### **Issue 3 – South Carolina Unfair Trade Practices Act**

19. On the claim of Violation of South Carolina Unfair Trade Practices Act, we the jury unanimously find for:

\_\_\_\_ Plaintiff

\_\_\_\_ Defendant Island Pointe, LLC

If you answered “Plaintiff,” go to question 20. If you answered “Defendant Island Pointe, LLC,” go to question 21.

20. Please state the full amount of actual and compensatory damages awarded to Plaintiff for Defendant Island Pointe, LLC’s violation of the South Carolina Unfair Trade Practices Act.

\$ \_\_\_\_\_

### **Issue 4 – Gross Negligence**

**IF YOU DID NOT FIND A DEFENDANT WAS NEGLIGENT UNDER ISSUE 1,  
SKIP ISSUE 4 AS TO THAT DEFENDANT**

21. On the claim of gross negligence, do you the jury unanimously find that any of the Defendants were grossly negligent, and that any of their gross negligence was the proximate cause of damages to the Plaintiffs?

\_\_\_\_ Yes

\_\_\_\_ No

22. Have the Plaintiffs proven by clear and convincing evidence that any of the Defendants acted willfully, wantonly or with reckless disregard for the rights of the Plaintiffs?

\_\_\_\_ Yes

\_\_\_\_ No

If you answered “no,” end your deliberation here. If you answered “yes,” go to question 23.

23. On the claim of gross negligence against Defendant Island Pointe, LLC, we the jury, find in favor of:

\_\_\_\_ Plaintiffs

\_\_\_\_ Defendant Island Pointe, LLC

If you answered “Plaintiff,” go to question 24. If you answered “Defendant Island Pointe, LLC,” go to question 25.

24. Have the Plaintiffs proven by clear and convincing evidence that Defendant Island Pointe, LLC acted willfully, wantonly or with reckless disregard for the rights of the Plaintiffs?

\_\_\_\_ Yes

\_\_\_\_ No

We find punitive damages against Defendant Island Pointe, LLC to be \$\_\_\_\_\_.

25. On the claim of gross negligence against Defendant Complete Building Corporation, we the jury, find in favor of:

\_\_\_\_ Plaintiffs

\_\_\_\_ Defendant Complete Building Corporation

If you answered “Plaintiffs,” go to question 26. If you answered “Defendant Complete Building Corporation,” go to question 27.

26. Have the Plaintiffs proven by clear and convincing evidence that Defendant Complete Building Corporation acted willfully, wantonly or with reckless disregard for the rights of the Plaintiffs?

\_\_\_\_ Yes

\_\_\_\_ No

We find punitive damages against Defendant Complete Building Corporation to be \$\_\_\_\_\_.

27. On the claim of gross negligence against Defendant Tri-County Roofing, Inc., we the jury, find in favor of:

\_\_\_\_ Plaintiff

\_\_\_\_ Defendant Tri-County Roofing, Inc.

If you answered "Plaintiffs," go to question 28. If you answered "Defendant Tri-County Roofing, Inc.," go to question 29.

28. Have the Plaintiffs proven by clear and convincing evidence that Defendant Tri-County Roofing, Inc. acted willfully, wantonly or with reckless disregard for the rights of the Plaintiffs?

\_\_\_\_ Yes

\_\_\_\_ No

We find punitive damages against Defendant Tri-County Roofing, Inc. to be \$\_\_\_\_\_.

29. On the claim of gross negligence against Defendant WC Services, Inc., we the jury, find in favor of:

\_\_\_\_ Plaintiffs

\_\_\_\_ Defendant WC Services, Inc.

If you answered "Plaintiffs," go to question 30. If you answered "Defendant WC Services, Inc.," go to question 31.

30. Have the Plaintiffs proven by clear and convincing evidence that Defendant WC Services, Inc. acted willfully, wantonly or with reckless disregard for the rights of the Plaintiffs?

\_\_\_\_ Yes

\_\_\_\_ No

We find punitive damages against Defendant WC Services, Inc. to be \$\_\_\_\_\_.

31. On the claim of gross negligence against Defendant Wilson Lucas Sales d/b/a Miracle Siding, LLC, we the jury, find in favor of:

\_\_\_\_ Plaintiffs

\_\_\_\_ Defendant Lucas Sales d/b/a Miracle Siding, LLC (Proceed to question 30)

If you answered "Plaintiffs," go to question 32. If you answered "Defendant Lucas Sales d/b/a Miracle Siding, LLC," go to question 33.

32. Have the Plaintiffs proven by clear and convincing evidence that Defendant Lucas Sales d/b/a Miracle Siding, LLC/Miracle Siding, LLC acted willfully, wantonly or with reckless disregard for the rights of the Plaintiffs?

\_\_\_\_ Yes

\_\_\_\_ No

We find punitive damages against Defendant Wilson Lucas Sales d/b/a Miracle Siding, LLC/Miracle Siding, LLC to be \$\_\_\_\_\_.

33. On the claim of gross negligence against Defendant Eloy Alonzo Vazquez, we the jury, find in favor of:

\_\_\_\_ Plaintiffs

\_\_\_\_ Defendant Eloy Alonzo Vazquez

If you answered "Plaintiffs," go to question 34. If you answered "Defendant Eloy Alonzo Vazquez," end your deliberation here.

34. Have the Plaintiffs proven by clear and convincing evidence that Defendant Elroy Alonzo Vazquez acted willfully, wantonly or with reckless disregard for the rights of the Plaintiffs?

\_\_\_\_\_ Yes

\_\_\_\_\_ No

We find punitive damages against Defendant Eloy Alonzo Vasquez to be \$\_\_\_\_\_.

**From:** McCoy, Jennifer Law Clerk (Alexandra Heaton) <jmccoyle@sccourts.org>  
**Sent:** Tuesday, May 14, 2019 5:22 PM  
**To:** ademato@ycrlaw.com; laura knight; shatch@clawsonandstaubes.com; Rett Kendall; Justin Lucey  
**Cc:** Jennifer Zambriczki; McCoy, Jennifer B. Secretary (Kathryn B. Stone); Stephanie Drawdy; Josh Evans; Buckley, Edward D. (Ed); Andrew Cole; Christopher Adams; Bo Wilson; Brandon Reeser; Wendy McCravy; Chris Ramsey; Jim Atkins; Kellie Hunt; Troy Thames; Tarsha M. Jefferson; Richelle Campbell; leonardtbrowne@gmail.com; Jasmine Wyman; Cerchione, Carla; Brent M. Boyd  
**Subject:** RE: Palmetto Pointe v. Island Pointe, et al (Case No. 2015CP1000955): Plaintiffs' Notices of Publication  
**Attachments:** DEF proposed verdict form WC Servs (Simple).docx

This is the only verdict form I received.

Thanks.

Alex

**Alexandra Heaton**

Law Clerk to The Honorable Jennifer McCoy  
Circuit Court Judge  
100 Broad Street, Suite 348  
Charleston, South Carolina 29401  
Tel.: (843) 958-5064  
[jmccoyle@sccourts.org](mailto:jmccoyle@sccourts.org)

---

**From:** McCoy, Jennifer Law Clerk (Alexandra Heaton)  
**Sent:** Tuesday, May 14, 2019 5:17 PM  
**To:** 'DeMato, Amanda' <ADemato@ycrlaw.com>; 'Laura Knight' <lknight@lucey-law.com>; Shaun Hatch <shatch@clawsonandstaubes.com>; Rett Kendall <rkendall@murphygrantland.com>; Justin Lucey <jlucey@lucey-law.com>  
**Cc:** Jennifer Zambriczki <jzambriczki@lucey-law.com>; McCoy, Jennifer B. Secretary (Kathryn B. Stone) <jmccoysc@sccourts.org>; Stephanie Drawdy <sdrawdy@lucey-law.com>; Josh Evans <jevans@lucey-law.com>; Buckley, Edward D. (Ed) <ebuckley@ycrlaw.com>; Andrew N. Cole, Esquire (Carolina Gutter) <acole@collinsandlacy.com>; Christopher Adams <cadams@collinsandlacy.com>; Bo Wilson <bwilson@wilsonheyward.com>; Brandon Reeser <breeser@wilsonheyward.com>; Wendy McCravy <wmccravy@wilsonheyward.com>; Chris Ramsey <cramsey@bosticlaw.com>; Jim Atkins <JAtkins@clawsonandstaubes.com>; Kellie Hunt <khunt@clawsonandstaubes.com>; Troy Thames <tthames@wjlaw.net>; Tarsha M. Jefferson <tjefferson@collinsandlacy.com>; Richelle Campbell (Chas Glass Asst) <rcampbell@collinsandlacy.com>; leonardtbrowne@gmail.com; Jasmine Wyman <JWyman@richardsonplowden.com>; Cerchione, Carla <Carla.Cerchione@wbd-us.com>; Brent M. Boyd <bboyd@murphygrantland.com>  
**Subject:** RE: Palmetto Pointe v. Island Pointe, et al (Case No. 2015CP1000955): Plaintiffs' Notices of Publication

Counsel:

A draft of the jury charges is attached. Please let us know if there are any additions, deletions, or corrections you would like made to this draft.



STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Palmetto Pointe at Peas Island  
Condominium Property Owners  
Association, Inc. and Jack Love,  
Trustee on Behalf of the Love –  
Mckim Living Trust,

Plaintiffs

VS.

Island Pointe, LLC, et al.,

Defendants.

IN THE COURT OF COMMON PLEAS  
FOR THE NINTH JUDICIAL CIRCUIT

CASE NO.: 2015-CP-10-00955

**JURY VERDICT FORM**

We, the jury, unanimously find as follows:

**ISSUE 1 - NEGLIGENCE**

1. Do you find that any of the Defendants in this matter were negligent by breaching their Standard of Care in this matter?

\_\_\_\_\_ YES - Proceed to Question 2

\_\_\_\_\_ NO - Proceed to **Issue 2 below.**

2. Do you find that Defendant **Island Pointe, LLC** was negligent and that such negligence was the proximate cause of Plaintiffs' injuries?

\_\_\_\_\_ YES

\_\_\_\_\_ NO

3. Do you find that Defendant **Complete Building Corp (CBC)** was negligent and that such negligence was the proximate cause of Plaintiffs' injuries?

\_\_\_\_\_ YES

\_\_\_\_\_ NO

4. Do you find that **Defendant Tri-County Roofing (TCR)** was negligent and that such negligence was the proximate cause of Plaintiffs' injuries?

\_\_\_\_\_ YES

\_\_\_\_\_ NO

5. Do you find that **Defendant Stanley Fence** was negligent and that such negligence was the proximate cause of Plaintiffs' injuries?

\_\_\_\_\_ YES

\_\_\_\_\_ NO

6. Do you find that **Defendant WC Services** was negligent and that such negligence was the proximate cause of Plaintiffs' injuries?

\_\_\_\_\_ YES

\_\_\_\_\_ NO

7. Do you find the **Plaintiffs** to have been negligent in this matter?

\_\_\_\_\_ YES

\_\_\_\_\_ NO – Proceed to Question 9.

8. In considering the issue of negligence, we find the percentage of fault as between the **Plaintiffs and Defendants above selected** to be as follows:

Plaintiff \_\_\_\_\_

Defendants \_\_\_\_\_

100%

9. We award Plaintiffs damages in the following amount:

\$\_\_\_\_\_ Actual Damages

## **ISSUE 2 - BREACH OF WARRANTY**

10. Do you find that any of the Defendants in this matter breached any express or implied warranties to the Plaintiffs in this matter?

\_\_\_\_\_ YES – Proceed to Question 11.

\_\_\_\_\_ NO – Proceed to **Issue 3**.

11. Do you find that Defendant **Island Pointe, LLC** breached any express or implied warranties and that such breach was the proximate cause of Plaintiffs' injuries?

\_\_\_\_\_ YES

\_\_\_\_\_ NO

12. Do you find that Defendant **Complete Building Corp (CBC)** breached any express or implied warranties and that such breach was the proximate cause of Plaintiffs' injuries?

\_\_\_\_\_ YES

\_\_\_\_\_ NO

13. Do you find that Defendant **Tri-County Roofing (TCR)** breached any express or implied warranties and that such breach was the proximate cause of Plaintiffs' injuries?

\_\_\_\_\_ YES

\_\_\_\_\_ NO

14. Do you find that Defendant **Stanley Fence** breached any express or implied warranties and that such breach was the proximate cause of Plaintiffs' injuries?

\_\_\_\_\_ YES

\_\_\_\_\_ NO

15. Do you find that Defendant **WC Services** breached any express or implied warranties and that such breach was the proximate cause of Plaintiffs' injuries?

\_\_\_\_\_ YES

\_\_\_\_\_ NO

16. In considering the damages resulting from the Defendants above selected, we award Plaintiffs damages in the following amount:

\$ \_\_\_\_\_ Actual Damages

### **ISSUE 3 - UNFAIR TRADE PRACTICES**

17. Do you find Defendant **Island Point, LLC** violated the South Carolina Unfair and Deceptive Trade Practices Act?

\_\_\_\_\_ YES – Proceed to question 18.

\_\_\_\_\_ NO – STOP Deliberating.

18. Do you find Defendant **Island Pointe, LLC's** violation of the South Carolina Unfair and Deceptive Trade Practices Act proximately caused Plaintiffs' injuries?

\_\_\_\_\_ YES – Proceed to question 19.

\_\_\_\_\_ NO – STOP Deliberating

19. Please state the full amount of actual and compensatory damages awarded to Plaintiffs for Defendant Island Point, LLC's violation of the South Carolina Unfair and Deceptive Trade Practices Act:

\$ \_\_\_\_\_

20. Do you find that the Defendants' actions were reckless, willful, or wanton?

\_\_\_\_\_ YES – Proceed to question 21.

\_\_\_\_\_ NO – STOP deliberating.

21. Please state the full amount of punitive damages, if any, awarded to Plaintiffs:

\$ \_\_\_\_\_

\_\_\_\_\_  
FOREPERSON

May \_\_\_\_, 2019  
Charleston, South Carolina

***WHEN YOU HAVE COMPLETED THE QUESTIONS, NOTIFY THE BAILIFF.***

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Palmetto Pointe at Peas Island  
Condominium Property Owners  
Association, Inc. and Jack Love,  
Trustee on Behalf of the Love –  
Mckim Living Trust,

Plaintiffs

vs.

Island Pointe, LLC, et al.,

Defendants.

IN THE COURT OF COMMON PLEAS  
FOR THE NINTH JUDICIAL CIRCUIT

CASE NO.: 2015-CP-10-00955

**SPECIAL VERDICT FORM**

We, the jury, unanimously find the allocation of liability, if any, among Defendants to be as follows:

Island Pointe, LLC \_\_\_\_\_

Complete Building Corp (CBC) \_\_\_\_\_

Tri-County Roofing (TCR) \_\_\_\_\_

Stanley Fence \_\_\_\_\_

WC Services \_\_\_\_\_

100%

\_\_\_\_\_  
FOREPERSON

May \_\_\_\_, 2019  
Charleston, South Carolina

**From:** McCoy, Jennifer Law Clerk (Alexandra Heaton) <jmccoyle@sccourts.org>  
**Sent:** Thursday, May 16, 2019 11:19 AM  
**To:** Jennifer Zambriczki; Justin Lucey  
**Cc:** ademato@yclaw.com; laura knight; shatch@clawsonandstaubes.com; Rett Kendall; McCoy, Jennifer B. Secretary (Kathryn B. Stone); Stephanie Drawdy; Josh Evans; Buckley, Edward D. (Ed); Andrew Cole; Christopher Adams; Bo Wilson; Brandon Reeser; Wendy McCravy; Chris Ramsey; Jim Atkins; Kellie Hunt; Troy Thames; Tarsha M. Jefferson; Richelle Campbell; leonardtbrowne@gmail.com; Jasmine Wyman; Cerchione, Carla; Brent M. Boyd; Anna McCann  
**Subject:** RE: Palmetto Pointe v. Island Pointe, et al (Case No. 2015CP1000955): Plaintiffs' Verdict Form  
**Attachments:** Plaintiff's Final Proposed Verdict Form.doc

The verdict form used was the last verdict form sent by plaintiffs as Judge McCoy stated in court yesterday, but I am attaching again.

**Alexandra Heaton**

Law Clerk to The Honorable Jennifer McCoy  
Circuit Court Judge  
100 Broad Street, Suite 348  
Charleston, South Carolina 29401  
Tel.: (843) 958-5064  
[jmccoyle@sccourts.org](mailto:jmccoyle@sccourts.org)

---

**From:** Jennifer Zambriczki <jzambriczki@lucey-law.com>  
**Sent:** Wednesday, May 15, 2019 1:57 PM  
**To:** Justin Lucey <jlucey@lucey-law.com>; McCoy, Jennifer Law Clerk (Alexandra Heaton) <jmccoyle@sccourts.org>; McCoy, Jennifer B. <jmccoyj@sccourts.org>  
**Cc:** DeMato, Amanda <ADemato@yclaw.com>; Laura Knight <lknight@lucey-law.com>; Shaun Hatch <shatch@clawsonandstaubes.com>; Rett Kendall <rkendall@murphygrantland.com>; McCoy, Jennifer B. Secretary (Kathryn B. Stone) <jmccoysc@sccourts.org>; Stephanie Drawdy <sdrawdy@lucey-law.com>; Josh Evans <jevans@lucey-law.com>; Buckley, Edward D. (Ed) <ebuckley@yclaw.com>; Andrew N. Cole, Esquire (Carolina Gutter) <acole@collinsandlacy.com>; Christopher Adams <cadams@collinsandlacy.com>; Bo Wilson <bwilson@wilsonheyward.com>; Brandon Reeser <breeser@wilsonheyward.com>; Wendy McCravy <wmccravy@wilsonheyward.com>; Chris Ramsey <cramsey@bosticlaw.com>; Jim Atkins <JAtkins@clawsonandstaubes.com>; Kellie Hunt <khunt@clawsonandstaubes.com>; Troy Thames <tthames@wjlaw.net>; Tarsha M. Jefferson <tjefferson@collinsandlacy.com>; Richelle Campbell (Chas Glass Asst) <rcampbell@collinsandlacy.com>; leonardtbrowne@gmail.com; Jasmine Wyman <JWyman@richardsonplowden.com>; Cerchione, Carla <Carla.Cerchione@wbd-us.com>; Brent M. Boyd <bboyd@murphygrantland.com>; Anna McCann <amccann@lucey-law.com>  
**Subject:** RE: Palmetto Pointe v. Island Pointe, et al (Case No. 2015CP1000955): Plaintiffs' Verdict Form

**\*\*\* EXTERNAL EMAIL:** This email originated from outside the organization. Please exercise caution before clicking any links or opening attachments. \*\*\*

Dear Judge McCoy:

In light of today's arguments, Plaintiffs have attached hereto a revised Verdict Form.

Thank you.

**Jennifer C. Zambriczki**  
**Remote Senior Paralegal**  
**Justin O'Toole Lucey, PA**  
**Cell: 843-813-7441**

**From:** Justin Lucey [mailto:[jlucey@lucey-law.com](mailto:jlucey@lucey-law.com)]

**Sent:** Wednesday, May 15, 2019 7:58 AM

**To:** McCoy, Jennifer Law Clerk (Alexandra Heaton); [jmccoyj@sccourts.org](mailto:jmccoyj@sccourts.org)

**Cc:** DeMato, Amanda; Laura Knight; Shaun Hatch; Rett Kendall; Jennifer Zambriczki; McCoy, Jennifer B. Secretary (Kathryn B. Stone); Stephanie Drawdy; Josh Evans; Buckley, Edward D. (Ed); Andrew N. Cole, Esquire (Carolina Gutter); Christopher Adams; Bo Wilson; Brandon Reeser; Wendy McCravy; Chris Ramsey; Jim Atkins; Kellie Hunt; Troy Thames; Tarsha M. Jefferson; Richelle Campbell (Chas Glass Asst); [leonardtbrowne@gmail.com](mailto:leonardtbrowne@gmail.com); Jasmine Wyman; Cerchione, Carla; Brent M. Boyd

**Subject:** Re: Palmetto Pointe v. Island Pointe, et al (Case No. 2015CP1000955): Plaintiffs' Notices of Publication

Ms. Heaton/Judge McCoy

Plaintiffs comments and exceptions to the proposed charge is attached.

Also attached is Plaintiffs' proposed verdict form.

Justin Lucey

On Tue, May 14, 2019 at 6:03 PM Justin Lucey <[jlucey@lucey-law.com](mailto:jlucey@lucey-law.com)> wrote:

Ms Heaton/Judge:

Plaintiffs will be dismissing their claims against Island Point, LLC tomorrow morning. SCUTPA will not need to be charged.

Justin Lucey

On May 14, 2019, at 5:16 PM, McCoy, Jennifer Law Clerk (Alexandra Heaton) <[jmccoyle@sccourts.org](mailto:jmccoyle@sccourts.org)> wrote:

Counsel:

A draft of the jury charges is attached. Please let us know if there are any additions, deletions, or corrections you would like made to this draft.

Thanks!

Alex



## Alexandra Heaton

Law Clerk to The Honorable Jennifer McCoy

Circuit Court Judge

100 Broad Street, Suite 348

Charleston, South Carolina 29401

Tel.: (843) 958-5064

[jmccoyle@sccourts.org](mailto:jmccoyle@sccourts.org)

---

**From:** DeMato, Amanda <[ADemato@ycrlaw.com](mailto:ADemato@ycrlaw.com)>

**Sent:** Tuesday, May 14, 2019 10:49 AM

**To:** 'Laura Knight' <[lknight@lucey-law.com](mailto:lknight@lucey-law.com)>; Shaun Hatch <[shatch@clawsonandstaubes.com](mailto:shatch@clawsonandstaubes.com)>; McCoy, Jennifer Law Clerk (Alexandra Heaton) <[jmccoyle@sccourts.org](mailto:jmccoyle@sccourts.org)>; Rett Kendall <[rkendall@murphygrantland.com](mailto:rkendall@murphygrantland.com)>; Justin Lucey <[jlucey@lucey-law.com](mailto:jlucey@lucey-law.com)>

**Cc:** Jennifer Zambriczki <[jzambriczki@lucey-law.com](mailto:jzambriczki@lucey-law.com)>; McCoy, Jennifer B. Secretary (Kathryn B. Stone) <[jmccoysc@sccourts.org](mailto:jmccoysc@sccourts.org)>; Stephanie Drawdy <[sdawdy@lucey-law.com](mailto:sdawdy@lucey-law.com)>; Josh Evans <[jevans@lucey-law.com](mailto:jevans@lucey-law.com)>; Buckley, Edward D. (Ed) <[ebuckley@ycrlaw.com](mailto:ebuckley@ycrlaw.com)>; Andrew N. Cole, Esquire (Carolina Gutter) <[acole@collinsandlacy.com](mailto:acole@collinsandlacy.com)>; Christopher Adams <[cadams@collinsandlacy.com](mailto:cadams@collinsandlacy.com)>; Bo Wilson <[bwilson@wilsonheyward.com](mailto:bwilson@wilsonheyward.com)>; Brandon Reeser <[breeser@wilsonheyward.com](mailto:breeser@wilsonheyward.com)>; Wendy McCravy <[wmccravy@wilsonheyward.com](mailto:wmccravy@wilsonheyward.com)>; Chris Ramsey <[cramsey@bosticlaw.com](mailto:cramsey@bosticlaw.com)>; Jim Atkins <[jatkins@clawsonandstaubes.com](mailto:jatkins@clawsonandstaubes.com)>; Kellie Hunt <[khunt@clawsonandstaubes.com](mailto:khunt@clawsonandstaubes.com)>; Troy Thames <[tthames@wjlaw.net](mailto:tthames@wjlaw.net)>; Tarsha M. Jefferson <[tjefferson@collinsandlacy.com](mailto:tjefferson@collinsandlacy.com)>; Richelle Campbell (Chas Glass Asst) <[rcampbell@collinsandlacy.com](mailto:rcampbell@collinsandlacy.com)>; [leonardtbrowne@gmail.com](mailto:leonardtbrowne@gmail.com); Jasmine Wyman <[JWyman@richardsonplowden.com](mailto:JWyman@richardsonplowden.com)>; Cerchione, Carla <[Carla.Cerchione@wbd-us.com](mailto:Carla.Cerchione@wbd-us.com)>; Brent M. Boyd <[bboyd@murphygrantland.com](mailto:bboyd@murphygrantland.com)>

**Subject:** RE: Palmetto Pointe v. Island Pointe, et al (Case No. 2015CP1000955): Plaintiffs' Notices of Publication

**\*\*\* EXTERNAL EMAIL:** This email originated from outside the organization. Please exercise caution before clicking any links or opening attachments. \*\*\*

Ms. Heaton,

Attached are two additional Plaintiffs' proposed jury charges. I am also attaching Plaintiffs' Exhibit No. 141 which is an attachment to Plaintiffs' Proposed Jury Charge No. 39.

Amanda DeMato

Young Clement Rivers, LLP

P.O. Box 993

Charleston, SC 29402

---

**From:** Laura Knight <[lknight@lucey-law.com](mailto:lknight@lucey-law.com)>

**Sent:** Tuesday, May 14, 2019 9:53 AM

**To:** Shaun Hatch <[shatch@clawsonandstaubes.com](mailto:shatch@clawsonandstaubes.com)>; McCoy, Jennifer Law Clerk (Alexandra Heaton) <[jmccoyle@sccourts.org](mailto:jmccoyle@sccourts.org)>; Rett Kendall <[rkendall@murphygrantland.com](mailto:rkendall@murphygrantland.com)>; Justin Lucey <[jlucey@lucey-law.com](mailto:jlucey@lucey-law.com)>

**Cc:** Jennifer Zambriczki <[jzambriczki@lucey-law.com](mailto:jzambriczki@lucey-law.com)>; McCoy, Jennifer B. Secretary (Kathryn B. Stone) <[jmccoysc@sccourts.org](mailto:jmccoysc@sccourts.org)>; Stephanie Drawdy <[sdawdy@lucey-law.com](mailto:sdawdy@lucey-law.com)>; Josh Evans <[jevans@lucey-law.com](mailto:jevans@lucey-law.com)>; Buckley, Edward D. (Ed) <[ebuckley@ycrlaw.com](mailto:ebuckley@ycrlaw.com)>; DeMato, Amanda <[ADemato@ycrlaw.com](mailto:ADemato@ycrlaw.com)>; Andrew N. Cole, Esquire (Carolina Gutter) <[acole@collinsandlacy.com](mailto:acole@collinsandlacy.com)>; Christopher Adams <[cadams@collinsandlacy.com](mailto:cadams@collinsandlacy.com)>; Bo Wilson <[bwilson@wilsonheyward.com](mailto:bwilson@wilsonheyward.com)>; Brandon Reeser <[breeser@wilsonheyward.com](mailto:breeser@wilsonheyward.com)>; Wendy McCravy <[wmccravy@wilsonheyward.com](mailto:wmccravy@wilsonheyward.com)>; Chris Ramsey <[cramsey@bosticlaw.com](mailto:cramsey@bosticlaw.com)>; Jim Atkins <[JAtkins@clawsonandstaubes.com](mailto:JAtkins@clawsonandstaubes.com)>; Kellie Hunt <[khunt@clawsonandstaubes.com](mailto:khunt@clawsonandstaubes.com)>; Troy Thames <[tthames@wjlaw.net](mailto:tthames@wjlaw.net)>; Tarsha M. Jefferson <[tjefferson@collinsandlacy.com](mailto:tjefferson@collinsandlacy.com)>; Richelle Campbell (Chas Glass Asst) <[rcampbell@collinsandlacy.com](mailto:rcampbell@collinsandlacy.com)>; leonardtbrowne@gmail.com; Jasmine Wyman <[JWyman@richardsonplowden.com](mailto:JWyman@richardsonplowden.com)>; Cerchione, Carla <[Carla.Cerchione@wbd-us.com](mailto:Carla.Cerchione@wbd-us.com)>; Brent M. Boyd <[bboyd@murphygrantland.com](mailto:bboyd@murphygrantland.com)>

**Subject:** RE: Palmetto Pointe v. Island Pointe, et al (Case No. 2015CP1000955): Plaintiffs' Notices of Publication

Ms. Heaton:

Attached please find a numbered version of Plaintiffs' proposed jury charges that are identical to those we sent last week. We numbered them so that we could refer to them by number in the charge conference.

Thank you,

Laura Knight

---

**From:** Shaun Hatch <[shatch@clawsonandstaubes.com](mailto:shatch@clawsonandstaubes.com)>

**Sent:** Tuesday, May 14, 2019 9:25 AM

**To:** McCoy, Jennifer Law Clerk (Alexandra Heaton) <[jmccoyle@sccourts.org](mailto:jmccoyle@sccourts.org)>; Rett Kendall <[rkendall@murphygrantland.com](mailto:rkendall@murphygrantland.com)>; Justin Lucey <[jlucey@lucey-law.com](mailto:jlucey@lucey-law.com)>

**Cc:** Jennifer Zambriczki <[jzambriczki@lucey-law.com](mailto:jzambriczki@lucey-law.com)>; McCoy, Jennifer B. Secretary (Kathryn B. Stone) <[jmccoysc@sccourts.org](mailto:jmccoysc@sccourts.org)>; Laura Knight <[lknight@lucey-law.com](mailto:lknight@lucey-law.com)>; Stephanie Drawdy <[sdrawdy@lucey-law.com](mailto:sdrawdy@lucey-law.com)>; Josh Evans <[jevans@lucey-law.com](mailto:jevans@lucey-law.com)>; Buckley, Edward D. (Ed) <[ebuckley@ycrlaw.com](mailto:ebuckley@ycrlaw.com)>; Amanda DeMato (Paralegal - Housemasters) <[ADemato@ycrlaw.com](mailto:ADemato@ycrlaw.com)>; Andrew N. Cole, Esquire (Carolina Gutter) <[acole@collinsandlacy.com](mailto:acole@collinsandlacy.com)>; Christopher Adams <[cadams@collinsandlacy.com](mailto:cadams@collinsandlacy.com)>; Bo Wilson <[bwilson@wilsonheyward.com](mailto:bwilson@wilsonheyward.com)>; Brandon Reeser <[breeser@wilsonheyward.com](mailto:breeser@wilsonheyward.com)>; Wendy McCravy <[wmccravy@wilsonheyward.com](mailto:wmccravy@wilsonheyward.com)>; Chris Ramsey <[cramsey@bosticlaw.com](mailto:cramsey@bosticlaw.com)>; Jim Atkins <[JAtkins@clawsonandstaubes.com](mailto:JAtkins@clawsonandstaubes.com)>; Kellie Hunt <[khunt@clawsonandstaubes.com](mailto:khunt@clawsonandstaubes.com)>; Troy Thames <[tthames@wjlaw.net](mailto:tthames@wjlaw.net)>; Tarsha M. Jefferson <[tjefferson@collinsandlacy.com](mailto:tjefferson@collinsandlacy.com)>; Richelle Campbell (Chas Glass Asst) <[rcampbell@collinsandlacy.com](mailto:rcampbell@collinsandlacy.com)>; [leonardtbrowne@gmail.com](mailto:leonardtbrowne@gmail.com); Jasmine Wyman <[JWyman@richardsonplowden.com](mailto:JWyman@richardsonplowden.com)>; Cerchione, Carla <[Carla.Cerchione@wbd-us.com](mailto:Carla.Cerchione@wbd-us.com)>; Brent M. Boyd <[bboyd@murphygrantland.com](mailto:bboyd@murphygrantland.com)>

**Subject:** RE: Palmetto Pointe v. Island Pointe, et al (Case No. 2015CP1000955): Plaintiffs' Notices of Publication

Alex:

Due to technical issues with our network, I was not able to provide you with the proposed charges in word format yesterday.

Attached please find the proposed charges of WC Services, that were previously sent to you in pdf format.

If you should have any questions, please feel free to contact me.

With kind regards,

*Shaun Hatch*

**Paralegal to Albert A. Lacour, III;**

**Paralegal to Michael L. Leech; and**

**Paralegal to James A. Atkins**

<image001.png>

126 Seven Farms Drive, Suite 200 | Charleston SC | 29492-8144  
Phone: 843 577 2026 Ext. 2210 | Fax: 843 722 2867

Website: [www.clawsonandstaubes.com](http://www.clawsonandstaubes.com) | Email: [shatch@clawsonandstaubes.com](mailto:shatch@clawsonandstaubes.com) |  
Location: [Map](#)

This e-mail and the information transmitted contains **PRIVILEGED** and **CONFIDENTIAL** information and is the property of the sender. If you are not the intended recipient, or the employee or agent responsible for delivering it to the intended recipient, you are hereby notified that any dissemination or copying of this information, or the taking of any action in reliance on the content of this information, is strictly prohibited. If you have received this e-mail in error, please immediately contact Shaun Hatch with CLAWSON AND STAUBES, LLC at (843) 577-2026, ext. 2210 and please delete the original transmittal of this information.

---

**From:** McCoy, Jennifer Law Clerk (Alexandra Heaton) <[jmccoyle@sccourts.org](mailto:jmccoyle@sccourts.org)>  
**Sent:** May 13, 2019 9:59 AM  
**To:** Rett Kendall <[rkendall@murphygrantland.com](mailto:rkendall@murphygrantland.com)>; Justin Lucey <[jlucey@lucey-law.com](mailto:jlucey@lucey-law.com)>  
**Cc:** Jennifer Zambriczki <[jzambriczki@lucey-law.com](mailto:jzambriczki@lucey-law.com)>; McCoy, Jennifer B. Secretary (Kathryn B. Stone) <[jmccoysc@sccourts.org](mailto:jmccoysc@sccourts.org)>; Laura Knight <[lknight@lucey-law.com](mailto:lknight@lucey-law.com)>; Stephanie Drawdy <[sdrawdy@lucey-law.com](mailto:sdrawdy@lucey-law.com)>; Josh Evans <[jevans@lucey-law.com](mailto:jevans@lucey-law.com)>; Buckley, Edward D. (Ed) <[ebuckley@ycrlaw.com](mailto:ebuckley@ycrlaw.com)>; Amanda DeMato (Paralegal - Housemasters) <[ADemato@ycrlaw.com](mailto:ADemato@ycrlaw.com)>; Andrew N. Cole, Esquire (Carolina Gutter) <[acole@collinsandlacy.com](mailto:acole@collinsandlacy.com)>; Christopher Adams <[cadams@collinsandlacy.com](mailto:cadams@collinsandlacy.com)>; Bo Wilson <[bwilson@wilsonheyward.com](mailto:bwilson@wilsonheyward.com)>; Brandon Reeser <[breeser@wilsonheyward.com](mailto:breeser@wilsonheyward.com)>; Wendy McCravy <[wmccravy@wilsonheyward.com](mailto:wmccravy@wilsonheyward.com)>; Chris Ramsey <[cramsey@bosticlaw.com](mailto:cramsey@bosticlaw.com)>; Jim Atkins <[JAtkins@clawsonandstaubes.com](mailto:JAtkins@clawsonandstaubes.com)>; Kellie Hunt <[khunt@clawsonandstaubes.com](mailto:khunt@clawsonandstaubes.com)>; Shaun Hatch <[shatch@clawsonandstaubes.com](mailto:shatch@clawsonandstaubes.com)>; Troy Thames <[tthames@wjlaw.net](mailto:tthames@wjlaw.net)>; Tarsha M. Jefferson <[tjefferson@collinsandlacy.com](mailto:tjefferson@collinsandlacy.com)>; Richelle Campbell (Chas Glass Asst) <[rcampbell@collinsandlacy.com](mailto:rcampbell@collinsandlacy.com)>; [leonardtbrowne@gmail.com](mailto:leonardtbrowne@gmail.com); Jasmine Wyman <[JWyman@richardsonplowden.com](mailto:JWyman@richardsonplowden.com)>; Cerchione, Carla <[Carla.Cerchione@wbd-us.com](mailto:Carla.Cerchione@wbd-us.com)>; Brent M. Boyd <[bboyd@murphygrantland.com](mailto:bboyd@murphygrantland.com)>  
**Subject:** RE: Palmetto Pointe v. Island Pointe, et al (Case No. 2015CP1000955): Plaintiffs' Notices of Publication

Please submit any proposed charges in [Word](#) format.

Thank you.

Alex

## Alexandra Heaton

Law Clerk to The Honorable Jennifer McCoy

Circuit Court Judge

100 Broad Street, Suite 348

Charleston, South Carolina 29401

Tel.: (843) 958-5064

[jmccoyle@sccourts.org](mailto:jmccoyle@sccourts.org)

---

**From:** Rett Kendall <[rkendall@murphygrantland.com](mailto:rkendall@murphygrantland.com)>

**Sent:** Wednesday, May 8, 2019 9:44 PM

**To:** Justin Lucey <[jlucey@lucey-law.com](mailto:jlucey@lucey-law.com)>

**Cc:** Jennifer Zambriczki <[jzambriczki@lucey-law.com](mailto:jzambriczki@lucey-law.com)>; McCoy, Jennifer B. <[jmccoyj@sccourts.org](mailto:jmccoyj@sccourts.org)>; McCoy, Jennifer Law Clerk (Alexandra Heaton) <[jmccoyle@sccourts.org](mailto:jmccoyle@sccourts.org)>; McCoy, Jennifer B. Secretary (Kathryn B. Stone) <[jmccoysc@sccourts.org](mailto:jmccoysc@sccourts.org)>; Laura Knight <[lknight@lucey-law.com](mailto:lknight@lucey-law.com)>; Stephanie Drawdy <[sdrawdy@lucey-law.com](mailto:sdrawdy@lucey-law.com)>; Josh Evans <[jevans@lucey-law.com](mailto:jevans@lucey-law.com)>; Buckley, Edward D. (Ed) <[ebuckley@ycrlaw.com](mailto:ebuckley@ycrlaw.com)>; Amanda DeMato (Paralegal - Housemasters) <[ADemato@ycrlaw.com](mailto:ADemato@ycrlaw.com)>; Andrew N. Cole, Esquire (Carolina Gutter) <[acole@collinsandlacy.com](mailto:acole@collinsandlacy.com)>; Christopher Adams <[cadams@collinsandlacy.com](mailto:cadams@collinsandlacy.com)>; Bo Wilson <[bwilson@wilsonheyward.com](mailto:bwilson@wilsonheyward.com)>; Brandon Reeser <[breeser@wilsonheyward.com](mailto:breeser@wilsonheyward.com)>; Wendy McCravy <[wmccravy@wilsonheyward.com](mailto:wmccravy@wilsonheyward.com)>; Chris Ramsey <[cramsey@bosticlaw.com](mailto:cramsey@bosticlaw.com)>; Jim Atkins <[JAtkins@clawsonandstaubes.com](mailto:JAtkins@clawsonandstaubes.com)>; Kellie Hunt <[khunt@clawsonandstaubes.com](mailto:khunt@clawsonandstaubes.com)>; Shaun Hatch <[shatch@clawsonandstaubes.com](mailto:shatch@clawsonandstaubes.com)>; Troy Thames <[tthames@wjlaw.net](mailto:tthames@wjlaw.net)>; Tarsha M. Jefferson <[tjefferson@collinsandlacy.com](mailto:tjefferson@collinsandlacy.com)>; Richelle Campbell (Chas Glass Asst) <[rcampbell@collinsandlacy.com](mailto:rcampbell@collinsandlacy.com)>; [leonardtrowne@gmail.com](mailto:leonardtrowne@gmail.com); Jasmine Wyman <[JWyman@richardsonplowden.com](mailto:JWyman@richardsonplowden.com)>; Cerchione, Carla <[Carla.Cerchione@wbd-us.com](mailto:Carla.Cerchione@wbd-us.com)>; Brent M. Boyd <[bboyd@murphygrantland.com](mailto:bboyd@murphygrantland.com)>

**Subject:** Re: Palmetto Pointe v. Island Pointe, et al (Case No. 2015CP1000955): Plaintiffs' Notices of Publication

**\*\*\* EXTERNAL EMAIL:** This email originated from outside the organization. Please exercise caution before clicking any links or opening attachments. \*\*\*

I intended to convey my willingness to cooperate. I was also responding by explaining the hardship we would have with the second aspect of your email—that we begin our case in chief tomorrow. Of course I will comply with my obligations.

RETT

Sent from my iPhone

On May 8, 2019, at 9:34 PM, Justin Lucey <[jlucey@lucey-law.com](mailto:jlucey@lucey-law.com)> wrote:

Rett:

seems like there are two issues here:

- 1) are the defendants going to reciprocate on the courtesy agreed to by Plaintiff
- 2) are the Defendants going forward tomorrow, regardless, as is their obligation.

Defendants have only referenced two conflicts - JR Watkins and Al S. Are these the only two witnesses that Defendants intend to call ? If not, I trust that, in accordance with court rules, customs, and practices, you will have the rest ready to go tomorrow.

So that Defendants do not use Plaintiffs as an excuse for their failure to go forward, Plaintiffs will enforce the subpoena on their damage witness and withdraw any delay consent to Defendant's witnesses. Sorry for having bothererd this distribution list and the Court with a consult and heads up.

Justin Lucey

On Wed, May 8, 2019 at 9:19 PM Rett Kendall  
<[rkendall@murphygrantland.com](mailto:rkendall@murphygrantland.com)> wrote:

Judge McCoy and Justin,

Thank you for bringing this to our attention tonight. As you will recall, I was one of the folks who indicated scheduling issues this week with my experts. I know that Mr. Schweickhardt is attending his daughter's graduation events and JR Watkins had advised that he was unavailable at all this week. Both of them are available next week and we have released them from their obligation to be here this week. Because we had no prior notice that Mr. Handegan would not be able to testify tomorrow, we have not made any arrangements for our fact

witnesses to be here tomorrow. As the Court is aware, we have no employees over whom we have control. At this late hour, we do not believe that we can start our case tomorrow.

I have not been able to confer with everyone tonight and would be glad to discuss this with the Court when we arrive tomorrow.

Rett

Sent from my iPad

On May 8, 2019, at 8:31 PM, Justin Lucey <[jlucey@lucey-law.com](mailto:jlucey@lucey-law.com)> wrote:

Rett, Andy, and other Defense Counsel,

As you may recall, Plaintiffs had their damage witness at Court all afternoon ready to testify. His testimony was eventually delayed at the your request to allow you time to review his issue preclusion cross outs (reductions) and his fire assembly increase and his addition of a contingency (the appropriateness of which was testified by Mr. Schweickhardt on Monday).

Given the Friday state holiday, etc, Plaintiffs have forcefully worked on shortening their case. Mr. Hannagan was Plaintiff's second from last witness, followed by Dr. Love tomorrow. To give Defendants more time, Dr. Love was accelerated into today and completed.

Unfortunately, Mr. Hannagan, who was self-employed at the time he was employed by Plaintiffs as an expert, is now employed by others. His employer had made it clear to us that Mr. Hannagan's absence from work tomorrow is not an option as they have a large project/bid/trade secret matter happening tomorrow.

To avoid this delay, Plaintiffs have placed Mr. Hannagan under a subpoena for tomorrow. However, if you will recall, at the pretrial conference, one or more Defendants indicated they had some expert scheduling problems and that they needed to call some witnesses out of order. Plaintiffs of course consented. Perhaps the same courtesy would be appropriate at this time to avoid putting Mr. Hannagan's new job in jeopardy.

So, not only are Plaintiffs alerting the Defendants of this issue in advance, Plaintiffs are also giving all advance notice that subject to calling Mr. Hannagan, that Plaintiffs are resting tomorrow; and Defendants need to be prepared to use the day and go

forward – regardless of whether Mr. Hannigan is forced to miss work tomorrow, or is permitted to testify on Monday.

Plaintiffs hope that as the delay in this testimony occurred in the context of the foregoing discussion, that the Defendants will indicate to us by 9:30 pm that the Defendants are prepared to go forward with their case and Mr. Hannigan can testify on Monday. If we do not hear from the Defendants by 9:30pm, Plaintiffs will submit an inquiry to the Court on its preferences on the foregoing. (The silver lining would be that the Defendants get more time to prepare their cross on Defendant's damage estimate !)

Plaintiffs look forward to one or more Defense counsel's prompt response.

Justin Lucey

On Tue, May 7, 2019 at 9:31 AM Jennifer Zambriczki  
<[jzambriczki@lucey-law.com](mailto:jzambriczki@lucey-law.com)> wrote:

Dear Judge McCoy:

Attached please find ***Plaintiffs' Notices of Publication for the Depositions of Victor Apat and Tommy Smith*** in the above-referenced matter.

By copy of this email, I hereby serve all counsel of record with the same.

Thank you,

***Jennifer C. Zambriczki***



**Remote Senior Paralegal**

**Justin O'Toole Lucey, PA**

**Cell: 843-813-7441**

~~~ CONFIDENTIALITY NOTICE ~~~ This message is intended only for the addressee and may contain information that is confidential. If you are not the intended recipient, do not read, copy, retain, or disseminate this message or any attachment. If you have received this message in error, please contact the sender immediately and delete all copies of the message and any attachments.

<Jury Charge Draft Palmetto Point 2019.docx>

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF CHARLESTON	)	NINTH JUDICIAL CIRCUIT
PALMETTO POINTE AT PEAS	)	CASE NO. 2015-CP-10-0955
ISLAND CONDOMINIUM PROPERTY	)	
OWNERS ASSOCIATION, INC. AND	)	
JACK LOVE, INDIVIDUALLY, AND	)	
ON BEHALF OF ALL OTHERS	)	
SIMILARLY SITUATED,	)	
	)	
	)	
PLAINTIFFS,	)	
	)	
vs.	)	VERDICT FORM
	)	
COMPLETE BUIDLING CORP., ET AL,	)	
	)	
DEFENDANTS.	)	
	)	

1) We, the jury, find for the Plaintiffs against the following Defendants on the cause of action for Breach of Implied Warranty (select all that apply):

a)	Yes / No (Circle one)	Complete Building Corporation;
b)	Yes / No (Circle one)	TriCounty Roofing;
c)	Yes / No (Circle one)	WC Services;
d)	Yes / No (Circle one)	Wilson Lucas Sales d/b/a Miracle Siding;
e)	Yes / No (Circle one)	Eloy Vasquez.

2) We, the jury, find for the Plaintiffs against the following Defendants on the cause of action for Negligence (select all that apply):

a)	Yes / No (Circle one)	Complete Building Corporation;
b)	Yes / No (Circle one)	TriCounty Roofing;

- c) Yes / No (Circle one) WC Services;
- d) Yes / No (Circle one) Wilson Lucas Sales d/b/a Miracle Siding;
- e) Yes / No (Circle one) Eloy Vasquez.

(Answer next questions only if one or more subparts in the first two (2) questions were found in favor of the Plaintiffs)

- 3) If the answer to any of the subparts to the foregoing two (2) questions is in favor of the Plaintiffs, set forth below your award of damages to the Plaintiffs:

(\$_____)

- 4) If you find through clear and convincing evidence that any of the Defendants acted with gross negligence, or with conscious or reckless disregard for Plaintiffs' rights, so indicate by circling Yes below. Otherwise, circle No below:

- a) Yes / No (Circle one) Complete Building Corporation;
- b) Yes / No (Circle one) TriCounty Roofing;
- c) Yes / No (Circle one) WC Services;
- d) Yes / No (Circle one) Wilson Lucas Sales d/b/a Miracle Siding;
- e) Yes / No (Circle one) Eloy Vasquez.

- 5) If your answer to the foregoing question (4) was yes, how much do you award against the specified Defendants in punitive damages?

- a) Complete Building Corporation:

(\$_____)

b) TriCounty Roofing:

(\$_____)

c) WC Services:

(\$_____)

d) Wilson Lucas Sales d/b/a Miracle Siding:

(\$_____)

e) Eloy Vasquez:

_____ (\$_____)

6) Do you find that Complete Building Corp. is entitled to indemnity from TriCounty Roofing ? Yes / No (circle one).

If yes, how much do you award Complete Building Corp. on its cross-claim against TriCounty Roofing ?

(\$_____)

7) Do you find that Complete Building Corp. is entitled to indemnity from WC Services ? Yes / No (circle one).

If yes, how much do you award Complete Building Corp. on its cross-claim against WC Services ?

(\$_____)

Date: _____

Presiding Juror

From: Jennifer Zambriczki <jzambriczki@lucey-law.com>
Sent: Monday, June 10, 2019 1:33 PM
To: McCoy, Jennifer Law Clerk (Alexandra Heaton)
Cc: Justin Lucey; Josh Evans; Stephanie Drawdy; laura knight; Buckley, Edward D. (Ed); ademato@yclaw.com; Rett Kendall; Richelle Campbell; Christopher Adams; Bo Wilson; Brandon Reeser; Wendy McCravy; Tarsha M. Jefferson; Brent M. Boyd; Jim Atkins; James L. Williams; Andrew Cole
Subject: Palmetto Pointe v. Island Pointe, et al (Case No. 2015CP1000955): Pls' Set-Off Chart
Attachments: Release Chart Peas (6.10.19).pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Sent on behalf of Justin Lucey, Esquire:

Dear Ms. Heaton:

In response to the set-off chart first received from Defendant TCR during the hearing last Friday, please see attached Plaintiffs' proposed set-off chart. An original of this spreadsheet will be sent to chambers following this email in case the Court would like to make its own edits.

Respectfully submitted,

Justin Lucey

Jennifer C. Zambriczki
Remote Senior Paralegal
Justin O'Toole Lucey, PA
Cell: 843-813-7441

RELEASE CHART						
Tab from TCR Notebook	Date	Defendant	Entitled to Set Off	Excluded either due to Issue Release or not submitted to jury at trial	Scope	Additional Comments
13	07/09/18	Alderman		\$ 75,000.00	Interior Handrails	Issue Release: Issue and Related Damage Not Presented to Jury
3	04/23/19	ARS		\$ 795,000.00	HVAC/Electrical	Issue Release: Issue and Related Damage Not Presented to Jury
9	01/25/19	CarpetBaggers		\$ 25,000.00	Flooring	Issue Release: Issue and Related Damage Not Presented to Jury
18	04/30/19	Andersen		\$ 200,000.00	Window Product	Issue Release: Issue and Related Damage Not Presented to Jury
16	06/06/19	Mosley		\$ 95,000.00	Driveways	Issue Release: Issue and Related Damage Not Presented to Jury
5	07/19/18	Gale		\$ 22,500.00	Fireplaces	Issue Release: Issue and Related Damage Not Presented to Jury
10	03/28/18	Comerstone	\$ 150,000.00		Siding	
14	05/07/19	Stanley	\$ 295,000.00		Guardrails	
2	06/06/19	Creekside	\$ 150,000.00		Painting/Caulking	
11	06/06/19	Miracle Sales	\$ 325,000.00		Siding	
12	06/06/19	Vasquez	\$ 325,000.00		Roofing/Decks	
8	07/12/18	CertainTeed	\$ 35,000.00		Materials	
15	07/12/18	Cohen's	\$ 62,500.00	\$ 62,500.00	Drywall/Insulation	Insulation Not Litigated; Only Drywall/Firewall Issues Litigated
7	02/22/19	Tallent		\$ 195,000.00	Site Drainage	Not litigated
						1) Principal Issue Settled was Shear Walls - from Dec. 2017 Britt Peters Depositions - Sheer Wall repair was not litigated and was never in Estimate; 2) Second Principal Issue Settled - Window Installation - Not Litigated; Only Window Trim Caulk Joint, a Siding Issue, was Litigated; 3) Deflecting Floors discussed at trial, but Not Included in Damage Estimate (same as above)
4	04/12/19	Atlantic	\$ 75,000.00	\$675,000.00	Framing*/+	Different Duties Arising Out of Diffent Contracts. Atkinson versus Orkin Exterminating Company, Incorporated , 361 S.C. 156, 159-60, 604 S.E.2d 385, 387 (2004)
17	01/31/18	H&A Framing	\$ 50,000	\$ 450,000.00	Framing*/+	Allocated Issues and Related Damage Not Presented to Jury. See Riley v. Ford Motor Co. (See Page 5 of 6/6/19 Release)
6	02/02/18	Novus/SGM	\$ 65,000	\$ 585,000.00	Architect */+	Allocated Pursuant to Riley v. Ford Motor Co. 414 S.C. 185, 196, 777 S.E.2d 824, 831 (2015) (See Page 5 of 6/6/19 Release)
1	07/10/18	CBC		\$ 1,000,000.00	General Contractor	
1	06/06/19	CBC	\$ 137,500.00	\$ 1,000,000.00	General Contractor**	
TOTAL			\$ 1,670,000.00	\$ 5,180,000.00		

*Repair of consequential damages to framing caused by e.g., leaky decks was included, but framing defects were not included. It was shown at trial that the required balcony slope was created by the framer; it was the drip edge and high fascia and sub-fascia below the drip edge that caused the lipping at edge of balconies

** Portion allocated to exterior railings included in setoff

*/+ On these three settlements, 10% of the settlement has been allocated to setoff to account for any inadvertant overlap in issues.

Gross Verdict	\$7,000,000.00
Less Set Off Amount	\$1,670,000.00
Judgment	\$5,330,000.00

Andrew Cole

From: Andrew Cole
Sent: Monday, June 10, 2019 2:47 PM
To: 'Jennifer Zambriczki'; McCoy, Jennifer Law Clerk (Alexandra Heaton)
Cc: Justin Lucey; Josh Evans; Stephanie Drawdy; laura knight; Buckley, Edward D. (Ed); ademato@ycrlaw.com; Rett Kendall; Richelle Campbell; Christopher Adams; Bo Wilson; Brandon Reeser; Wendy McCravy; Tarsha M. Jefferson; Brent M. Boyd; Jim Atkins; James L. Williams
Subject: RE: Palmetto Pointe v. Island Pointe, et al (Case No. 2015CP1000955): Pls' Set-Off Chart
Attachments: Palmetto Pointe settlement spreadsheet rev.6-7-2019.pdf.pdf

Mrs. Heaton,

It appears that Plaintiffs have modified their position from Friday. Attached is another copy of the spreadsheet that I provided the Court on Friday. I do not agree with Plaintiffs' reading of Riley v. Ford Motor Co. or Atkinson v. Orkin, as I addressed on Friday. If you require anything further from me, please let me know.

Regards,

-Andrew

From: Jennifer Zambriczki <jzambriczki@lucey-law.com>
Sent: Monday, June 10, 2019 1:33 PM
To: McCoy, Jennifer Law Clerk (Alexandra Heaton) <jmccoyle@sccourts.org>
Cc: Justin Lucey <jlucey@lucey-law.com>; Josh Evans <jevans@lucey-law.com>; Stephanie Drawdy <sdrawdy@lucey-law.com>; laura knight <lknight@lucey-law.com>; Buckley, Edward D. (Ed) <ebuckley@ycrlaw.com>; ademato@ycrlaw.com; Rett Kendall <rkendall@murphygrantland.com>; Richelle Campbell <rcampbell@collinsandlacy.com>; Christopher Adams <cadams@collinsandlacy.com>; Bo Wilson <bwilson@wilsonheyward.com>; Brandon Reeser <breeser@wilsonheyward.com>; Wendy McCravy <wmccravy@wilsonheyward.com>; Tarsha M. Jefferson <tjefferson@collinsandlacy.com>; Brent M. Boyd <bboyd@murphygrantland.com>; Jim Atkins <jatkins@clawsonandstaubes.com>; James L. Williams <jwilliams@collinsandlacy.com>; Andrew Cole <acole@collinsandlacy.com>
Subject: Palmetto Pointe v. Island Pointe, et al (Case No. 2015CP1000955): Pls' Set-Off Chart

Sent on behalf of Justin Lucey, Esquire:

Dear Ms. Heaton:

In response to the set-off chart first received from Defendant TCR during the hearing last Friday, please see attached Plaintiffs' proposed set-off chart. An original of this spreadsheet will be sent to chambers following this email in case the Court would like to make its own edits.

Respectfully submitted,

Justin Lucey

Jennifer C. Zambriczki

Remote Senior Paralegal
Justin O'Toole Lucey, PA
Cell: 843-813-7441

Palmetto Pointe at Peas Island Condominium Property Owners Association, Inc. et al. v. Complete Building Corporation, et al.

Civil Action No. 2015-CP-10-00955

*Spreadsheet to assist with Post-Trial discussions regarding set off**

<u>Name of Defendant</u>		<u>Scope of Work</u>	<u>Settlement Amount</u>	<u>Issue Release Settlement Amount*</u>	<u>Date on Settlement Agreement:</u>
Island Pointe, LLC		Developer	unkn.		dismissal at trial 5/16/2019
Leonard T. Browne, individually		Developer	unkn.		8/2/2017
1	Complete Building Corporation	General Contractor	\$ 2,137,500.00		7/10/2018 & 6/6/2019
Tri-County Roofing, Inc.		Roofing, siding, and waterproof membranes			
2	Creekside, Inc.	Paint & caulk siding, trim, etc.	\$ 150,000.00		6/6/2019
3	American Residential Services, LLC d/b/a ARS/Rescue Rooter Charleston	HVAC		\$ 795,000.00	4/23/2019
18	Andersen Windows, Inc.	Window product manufacturer		\$ 200,000.00	4/20/2019
4	Atlantic Building Construction Services, Inc. n/k/a Atlantic Construction Services, Inc.	Framing (bldgs, windows, decks, roofs, etc.)	\$ 700,000.00		4/5/2019
Christopher N. Union, individually		Developer	unkn.		8/2/2017
5	Builder Service's Group, Inc. d/b/a Gale Contractor Services	Fireplaces	\$ 22,500.00		7/24/2018
6	Novus Architects, Inc. f/k/a SGM Architects, Inc.	Architect	\$ 650,000.00		2/22/2018
7	Tallent and Sons, Inc.	Grading & paving		\$ 195,000.00	2/2/2019
W C Services, Inc.		Fire sprinkler installation	Defense verdict @ trial 5/16/2019		n/a
CRG Engineering, Inc.		Civil engineers	unkn.		1/23/2018
8	Certainteed Corporation	Manufacturer of asphalt roofing shingles, fiber cement siding & aluminum trim	\$ 35,000.00		7/12/2018
9	Kelly Flooring Products, Inc. d/b/a Carpet Baggers	Carpet and wood flooring installer		\$ 25,000.00	1/25/2019
John Doe 1 [never joined in lawsuit]		Manufacturer/supplier	n/a		n/a
John Doe 2-60 [never joined in lawsuit]		Unknown subcontractors	n/a		n/a
10	Cornerstone Construction and Mark Malloy d/b/a Cornerstone Construction	Siding & flashing	\$ 150,000.00		4/25/2018
11	Miracle Siding, LLC and Wilson Lucas Sales d/b/a Miracle Siding, LLC	Siding & flashing	\$ 325,000.00		5/28/2019
Mark Palpoint a/k/a Micah Palpoint [never joined in lawsuit]		Waterproofing	n/a		n/a
12	Eloy Alonzo Vasquez	Roofing, flashing & deck waterproofing	\$ 325,000.00		5/28/2019
Chris a/k/a John Doe 61 [never joined in lawsuit]		Waterproofing	n/a		
13	Alderman Construction	Interior trim & railings		\$ 75,000.00	6/19/2018
14	Stanley's Vinyl Fence Designs	Exterior residential railings	\$ 295,000.00		5/8/2019
15	Cohen's Drywall	Insualtion & drywall	\$ 125,000.00		7/12/2018
16	Mosley Concrete	Concrete		\$ 95,000.00	4/29/2019

17	H and A Framing Construction, LLC a/k/a H&A Framing Construction, LLC and d/b/a H and A Framing, LLC, H&A Construction, and H and A Construction	Framing	\$ 500,000.00		1/31/2018
	JMC Construction, Inc. and JMC Construction, LLC	Minimal siding repairs	Directed verdict @ trial 5/9/2019		n/a
3	Victor Hugo Hernandez, Hernandez Electric, LLC	Electrical		no \$ paid, but see ARS settlement	4/23/2019
3	Liliana Rojas Flores	Electrical		see ARS settlement	4/23/2019
3	Martin Barr d/b/a Port City Structured Wiring	Electrical		see ARS settlement	4/23/2019
3	Keller Electric, LLC	Electrical		see ARS settlement	4/23/2019
3	John Toolin d/b/a John F. Toolin Heat and Air	HVAC		see ARS settlement	4/23/2019
3	Russell "Rusty" Hill d/b/a Rusty's Heating & Air	HVAC		see ARS settlement	4/23/2019
3	Warren Anderson	HVAC		see ARS settlement	4/23/2019
TOTALS:			\$ 5,415,000.00	\$ 1,385,000.00	\$ 6,800,000.00
				\$ 152,350.00	11%
Actual Damages verdict amount:			\$ 6,500,000.00		
Punitive Damages awarded by the jury vs. Tri-County:			\$ 500,000.00		
Total verdict amount relevant to the set off discussions for Tri-County:			\$ 7,000,000.00		
Total set off that should be applied:			\$ 5,415,000.00	\$ 152,350.00	
TOTAL estimated, revised verdict amount:			\$ 1,585,000.00	\$ 1,432,650.00	

**Plaintiffs provided copies of the settlement agreements numbered 1-15 & 17 above on June 6, 2019, after Plaintiffs and Tri-County agreed to a confidentiality order. However, the italicized numbers and dates above reflect items that are not included and/or answered with the documents that were provided. To the extent that counsel for Tri-County is able to insert a number or date based upon information and belief, this information is included.*

OTHER PARTIES:					
	Gutter Works, Inc. and Michael L. Segars d/b/a Gutter Works (gutters)^	Gutter installer	\$ 2,500.00		w/ TCR 12/1/2016
	Mr. Gutter (gutters)^	Gutter installer	\$ 2,500.00		w/ TCR 12/1/2016
	Litchfield Seamless Gutters & Windows, LLC and Thomas Litchfield d/b/a Litchfield Seamless Gutters (gutters)^	Gutter installer	\$ 2,500.00		w/ TCR 12/1/2016
TOTALS:			\$ 7,500.00		
	Curry Engineers, LLC	Project engineer	Unkn.		Unkn.

***Palmetto Pointe at Peas Island Condominium Property Owners Association, Inc., et al.
v. Island Pointe, LLC, et al.
Case No.: 2015-CP-10-0955
Mediated Partial Payment***

Second Party: Complete Building Corporation ("CBC")

Payment Amount: \$1,000,000.00 (one million dollars)

In consideration of the payment to Plaintiffs of the above amount, on behalf of the Second Party, Interstate Fire and Casualty, Plaintiffs agree to execute the attach covenant and further agree to, and hereby do, fully release Interstate Fire and Casualty from any further obligations to Plaintiffs under its policy in favor of Complete Building Corp. (Policy No. 156AUI 62736-00).

Plaintiffs acknowledge that FCCI and its counsel, Rett Kendall, have taken over the defense of Complete Building Corp. and Plaintiffs will consent to the withdrawal of David Cobb and his firm, Turner Padgett, from this action.

Except for this payment constituting a credit in the same amount against any judgment obtained against CBC, this partial payment shall not otherwise affect the Plaintiffs' defective construction claim(s) and Plaintiffs reserve all claims against CBC, its non-participating insurance carriers, and all non-settling parties.

Once signed in full, this agreement shall be irrevocable and a filed copy hereof shall be enforceable by the contempt powers of the Court. Payment is to be made by ~~March 1, 2018~~ to Justin O'Toole Lucey, P.A., as attorney for Palmetto Pointe at Peas Island Condominium Property Owners Association, Inc., Federal I.D. No.: 57-0959667.

Second Party:


- President
Complete Building Corp.

Payor:


Interstate Fire and Casualty

Plaintiff(s):

Palmetto Pointe at Peas Island Condominium
Property Owners Association, Inc.

Dated: ~~May 11, 2018~~

July 10, 2018



WITHIN
30 DAYS
FROM
RECEIPT
OF PLAINTIFFS'
SIGNATURE
BELOW


**Palmetto Pointe at Peas Island Condominium Property Owners Association, Inc., et al.
v. Island Pointe, LLC, et al.
Case No.: 2015-CP-10-0955
Mediated Partial Payment**

Second Party: Complete Building Corporation ("CBC")

Payment Amount: \$1,000,000.00 (one million dollars)

In consideration of the payment to Plaintiffs of the above amount, on behalf of the Second Party, Interstate Fire and Casualty, Plaintiffs agree to execute the attach covenant and further agree to, and hereby do, fully release Interstate Fire and Casualty from any further obligations to Plaintiffs under its policy in favor of Complete Building Corp. (Policy No. 156AUI 62736-00).

Plaintiffs acknowledge that FCCI and its counsel, Rett Kendall, have taken over the defense of Complete Building Corp. and Plaintiffs will consent to the withdrawal of David Cobb and his firm, Turner Padgett, from this action.

Except for this payment constituting a credit in the same amount against any judgment obtained against CBC, this partial payment shall not otherwise affect the Plaintiffs' defective construction claim(s) and Plaintiffs reserve all claims against CBC, its non-participating insurance carriers, and all non-settling parties.

Once signed in full, this agreement shall be irrevocable and a filed copy hereof shall be enforceable by the contempt powers of the Court. Payment is to be made by March 1, 2018, to Justin O'Toole Lucey, P.A., as attorney for Palmetto Pointe at Peas Island Condominium Property Owners Association, Inc., Federal I.D. No.: 57-0959667.

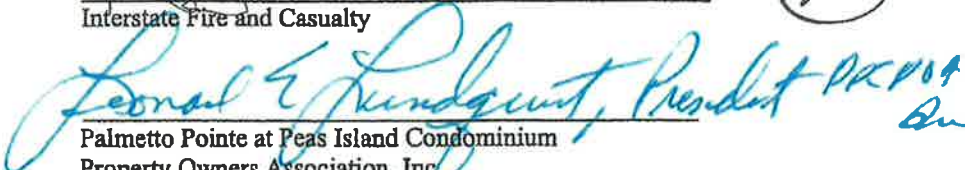
Second Party:


- President
Complete Building Corp.

Payor:


Interstate Fire and Casualty

Plaintiff(s):


Palmetto Pointe at Peas Island Condominium
Property Owners Association, Inc.

Dated: ~~May 11, 2018~~

July 10, 2018



WITHIN
30 DAYS
FROM
RECEIPT
OF PLAINTIFFS'
SIGNATURE
BELOW



STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

COVENANT NOT TO EXECUTE

WHEREAS, Plaintiffs Palmetto Pointe at Peas Island Condominium Property Owners Association, Inc. and Jack Love, individually, and on behalf of all others similarly situated ("Plaintiffs"), filed a class action lawsuit in the Charleston County Court of Common Pleas, Civil Action No. 2015-CP-10-0955 seeking damages against various Defendants, including Complete Building Corporation (hereinafter "CBC") for negligence, gross negligence, and breach of express and implied warranties, all of which is set forth in the Second Amended Complaint in the lawsuit referenced above; and

WHEREAS, the claims asserted against CBC are in excess of \$17,000,000;

WHEREAS, one of CBC's insurance carriers, Interstate Fire and Casualty, has agreed to pay to Plaintiffs in CBC's behalf their policy limits in the amount of One Million and 00/100 Dollars (\$1,000,000.00);

WHEREAS, Plaintiffs desire to accept that sum and to pursue all remaining claims against CBC to the fullest extent possible; and

NOW THEREFORE, in consideration of the payment of One Million and 00/100 Dollars (\$1,000,000.00) by or on behalf of CBC, and other consideration being given contemporaneously herewith, the receipt of which is hereby acknowledged, Palmetto Pointe at Peas Island Condominium Property Owners Association, Inc. and Jack Love, individually and on behalf of all persons, firms, corporations, partnerships, associations, trusts, or legal entities owning condominiums at Palmetto Pointe at Peas Island, their heirs, personal representatives, successors and assigns, (hereinafter "Plaintiffs"), do covenant that in the event they obtain a judgment against CBC in excess of \$1,000,000, they will not seek to execute on the assets of CBC (or

those of its principals or officers), except as set forth in the following sentence. Plaintiffs may execute on any or all of the following assets: 1) CBC's interests in and benefits from its insurance policies (and related rights) issued by carriers which have not contributed to the within settlement, specifically including Mt. Hawley Insurance Co., American Safety Indemnity, Colony National Insurance Co., and FCCI Insurance Group; and 2) CBC's interests in and or benefits from any other insurance policy maintained in its favor, including those of its subcontractors; 3) CBC's assets as necessary to avail themselves of coverage available to CBC under any insurance policies except Interstate Fire and Casualty.

Nothing contained herein shall be construed to limit, restrict or affect in any manner the rights of Plaintiffs to recover all sums CBC is legally obligated to pay to the full extent of the insurance coverage provided to CBC by FCCI Insurance Group.

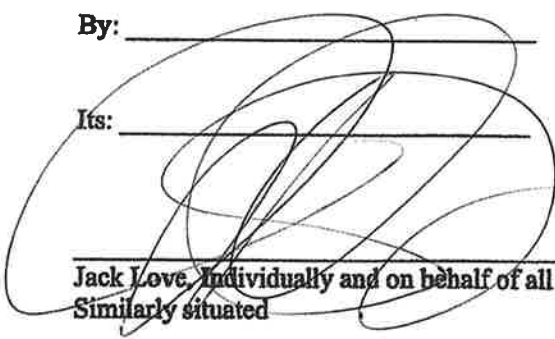
Upon the completion of all collection activity pertaining to the aforementioned suit, Plaintiffs shall dismiss CBC from this suit with prejudice and satisfy any outstanding judgments against CBC and shall release and forever discharge CBC, their officers, directors, employees, agents, heirs, personal representatives, successors and assigns, and their insurers and indemnitors, of and from any and all claims, demands, damages, actions, causes of action, or suits at law or in equity, of whatsoever kind or nature, for or because of any act or omission by anyone prior to and including the date hereof on account of any and all damages resulting to or resulting from the design, construction, and/or repair, of the property known as Palmetto Pointe at Peas Island, including all claims that were or could have been set forth against CBC in Civil Action No. 2015-CP-10-0955.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 2018.

**Palmetto Pointe at Peas Island Condominium Property
Owners Association, Inc.**

By: _____

Its: _____



**Jack Love, Individually and on behalf of all others
Similarly situated**



Complete Building Corporation

By: Victor Apat

Its: PRESIDENT

Palmetto Pointe at Peas Island Condominium Property
Owners Association, Inc.

By: Leonard E. Lundgren

Its: President PPC POA, Inc

Jack Love, Individually and on behalf of all others
Similarly situated

Complete Building Corporation

By: V. G. W. Apat

Its: President

I, the undersigned attorney for Plaintiffs, hereby certify that the contents, meanings and effects of the foregoing Covenant Not to Execute have been carefully and fully explained by me and I recommended the execution of said Covenant Not to Execute for the consideration therein expressed.


Justin Lucey, Esquire
Attorney for Plaintiffs

I, the undersigned attorney for Complete Building Corporation, hereby certify that the contents, meanings and effects of the foregoing Covenant Not to Execute have been carefully and fully explained by me to my client and I recommended the acceptance of said Covenant Not to Execute for the consideration therein expressed.

 JULY 10, 2018
David Cobb, Esquire
Attorney for Complete Building Corp.

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF CHARLESTON) NINTH JUDICIAL CIRCUIT

PALMETTO POINTE AT PEAS ISLAND) CASE NO. 2015-CP-10-0955
CONDOMINIUM PROPERTY OWNERS)
ASSOCIATION, INC. AND JACK LOVE,)
INDIVIDUALLY, AND ON BEHALF OF)
ALL OTHERS SIMILARLY SITUATED,)

Plaintiffs,)

VS.)

ISLAND POINTE, LLC; COMPLETE)
BUILDING CORPORATION; TRI-COUNTY)
ROOFING, INC.; CREEKSIDE, INC.;)
AMERICAN RESIDENTIAL SERVICES, LLC)
D/B/A ARS/RESCUE ROOTER)
CHARLESTON; ANDERSEN WINDOWS,)
INC.; ATLANTIC BUILDING)
CONSTRUCTION SERVICES, INC. N/K/A)
ATLANTIC CONSTRUCTION SERVICES,)
INC.; BUILDER SERVICES GROUP, INC.)
D/B/A GALE CONTRACTOR SERVICES;)
NOVUS ARCHITECTS, INC., F/K/A SGM)
ARCHITECTS, INC.; TALLENT AND SONS,)
INC.; W C SERVICES, INC.; CRG)
ENGINEERING, INC.; CERTAINTED)
CORPORATION; KELLY FLOORING)
PRODUCTS, INC., D/B/A CARPET)
BAGGERS; CORNERSTONE)
CONSTRUCTION AND MARK MALLOY)
D/B/A CORNERSTONE CONSTRUCTION;)
MIRACLE SIDING, LLC AND WILSON)
LUCAS SALES D/B/A MIRACLE SIDING,)
LLC; MARK PALPOINT A/K/A MICAH)
PALPOINT; ELROY ALONZO VASQUEZ;)
CHRIS A/K/A JOHN DOE 61; ALDERMAN)
CONSTRUCTION; STANLEY'S VINYL)
FENCE DESIGNS; COHEN'S DRYWALL)
COMPANY, INC.; MOSELY CONCRETE;)
HAND A FRAMING CONSTRUCTION, LLC)
A/K/A H&A FRAMING CONSTRUCTION,)
LLC AND D/B/AH AND A FRAMING, LLC,)
H&A CONSTRUCTION, AND HAND A)

**SETTLEMENT AGREEMENT,
RELEASE, MUTUAL RELEASE AND
AGREEMENT TO INDEMNIFY AS TO
COMPLETE BUILDING
CORPORATION**

CONSTRUCTION; JMC CONSTRUCTION,
INC.; JMC CONSTRUCTION, LLC; JOHN
DOE 1-15,

Defendants.

COMPLETE BUILDING CORPORATION,
INC.,

Third-Party Plaintiff,

VS.

LEONARD T. BROWNE AND
CHRISTOPHER N. UNION,

Third-Party Defendants.

CREEKSIDE, INC.,

Third-Party Plaintiff,

VS.

CHRISTOPHER N. UNION,

Third-Party Defendant.

AMERICAN RESIDENTIAL SERVICES, LLC,

Third-Party Plaintiff,

VS.

VICTOR HUGO HERNANDEZ; HERNANDEZ
ELECTRIC, LLC; LILIANA ROJAS FLORES;
MARTIN BARR D/B/A PORT CITY
STRUCTURED WIRING; KELLER
ELECTRIC, LLC; JOHN TOOLIN D/B/A
JOHN F. TOOLIN HEAT AND AIR; RUSSELL
"RUSTY" HILL D/B/A RUSTY'S HEATING &
AIR; and WARREN ANDERSON,

Third-Party Defendants.

SMK

This Settlement Agreement, Receipt, Mutual Release and Agreement to Indemnify (referred to herein as the "Agreement") is entered on the date set forth below by and among the Plaintiffs, Palmetto Pointe at Peas Island Condominium Property Owners Association, Inc. (hereinafter occasionally referred to as the "COA") and Jack Love, on behalf of themselves and all owners of condominium units at the Project, their successors, purchasers, heirs, executors, administrators, employees, contractors, members and assigns (referred to collectively herein as "Plaintiffs" or "Releasors"), Defendant Complete Building Corporation (collectively referred to herein as "Releasee").

RECITALS

WHEREAS the above captioned action arises out of Plaintiffs filing a Complaint (Case No. 2015-CP-10-0955) in the Charleston County Court of Common Pleas against certain Defendants, seeking damages allegedly caused by and/or related to construction and/or product deficiencies and other conditions arising from or related to the construction, renovation, repair, sale and/or marketing of the condominium project known as "Palmetto Pointe at Peas Island," located at Folly Creek Way in Charleston County, South Carolina (referred to herein as the "Project") and which is more fully described in Plaintiffs' Complaint; and

WHEREAS one hundred percent (100%) of the Palmetto Pointe condominium owners have assigned their interests and claims relating to this suit to the COA; and,

WHEREAS Plaintiffs asserted claims against Releasee for performing design and construction work, among other work, by filing the Complaint and any amendments thereto, seeking damages from Releasee allegedly caused by and/or related to construction and/or product deficiencies and other conditions arising from or related to the sale, marketing, construction, renovation or repair of the Project and which is more fully described in the Plaintiffs' pleadings, the allegations of which are incorporated herein by reference; and

WHEREAS Plaintiffs claim that some of the damages and deficiencies at or related to the Project are attributable to the work or materials of Releasee and claims that the actions and/or omissions of Releasee are the direct and proximate cause of damage to the Project and/or to the Plaintiffs, as more fully set forth in the pleadings filed in the above captioned action; and

WHEREAS the Releasee has denied their work, products and/or materials supplied to the Project were defective or deficient and further deny their work, product and/or material supplied to the Project were in any way a direct or proximate cause of any damage or loss to the Project or Plaintiffs herein; and

WHEREAS, this case was tried before a jury Monday, May 6 through Thursday, May 16, 2019 before the Honorable Jennifer B. McCoy; and

THEREFORE, in exchange for the mutual promises and consideration set forth herein, the undersigned do hereby agree as follows:

1. **Incorporation of Recitals.** The Recitals and other statements set forth above are hereby incorporated into and made a part of the terms and conditions of this Agreement by reference as if stated herein verbatim.
2. **Intent of Scope of Mutual Release.** For and in consideration of the terms herein, the parties to this Agreement contemplate a complete and final settlement of all claims that have been, could have been or could be asserted in the future by Releasors against Releasee arising from or related in any way to damage allegedly related to work performed at or materials or products supplied to the Project, including all damages resulting therefrom, not known or hereinafter arising.
3. **Payment to Plaintiffs.** Plaintiffs have been paid the sum of one million dollars (\$1,000,000.00) and will additionally be paid the total sum of one million, one hundred thirty-seven thousand five hundred dollars (\$1,137,500.00) (referred to herein as the "Settlement



Amount”) by or on behalf of Releasee. Payment of the Settlement Amount by check made payable to the Lucey Law Firm Trust Account, as attorney for the COA, shall be tendered to Plaintiffs’ counsel no later than thirty (30) calendar days following full and correct execution of this Agreement by Plaintiffs. Payment of the Settlement Amount is expressly contingent upon the full and correct execution of this Agreement by Plaintiffs. The payment of the Settlement Amount shall be held in escrow by Plaintiffs’ counsel until an Order is entered dismissing Releasee from the above captioned action, with prejudice.

4. **Allocation of Payment to Specific Claims.** The total sum paid is allocated in full or partial satisfaction of the following claims:

(1) \$1.0m paid by CBC in 2018 to compensate Plaintiffs for the following items not included at trial:

- \$900,000 HVAC/electrical;
- \$100,000 concrete, flooring, interior handrails, fireplaces; and drainage.

(2) \$1.1375m paid by CBC in 2019 to compensate Plaintiffs for the following items:

- \$137,500 exterior railings;
- \$100,000 fire separation penetrations other than those caused by the location of the fire sprinkler distribution system within the fire rated wall separating the units within each building;
- \$400,000 framing work to provide code-compliant access to HVAC equipment; and
- \$500,000 punitive damages.

The allocation of the total sum paid by Releasee to these claims, and in these amounts, is a material inducement to the Plaintiffs’ agreement to accept the settlements as set forth herein; and does not in anyway affect the complete release that Releasee will receive for any and all claims.

5. **Indemnification.** The COA shall defend, indemnify and hold harmless Releasee, its successors, heirs, executors, administrators, employees, parent companies, contractors, insurers, sureties and assigns from any and all claims made by, through, under, or on behalf of the

COA, and from any and all claims made by, through, under, or on behalf of any member of the COA, regardless of whether the damages are fully known or unknown at this time. This obligation shall include, but is not limited to, the obligation to defend any such claims or, upon failure thereof, to pay the attorney's fees incurred by Releasee in defense of such claims.

6. **Release of Claims against Releasee.** For and in consideration of the payment of the Settlement Amount, the sufficiency of the Settlement Amount being hereby acknowledged, the Releasors, on behalf of ourselves, our successors, our purchasers, our heirs, our executors, our administrators, our employees, our contractors, our insurers, our sureties and our assigns, do hereby RELEASE, REMISE, ACQUIT AND FOREVER DISCHARGE Releasee, its successors, predecessors, parent companies, subsidiaries, affiliates, heirs, executors, administrators, shareholders, employees, contractors, insurers, sureties, attorneys and assigns, of and from any and all causes of action, claims, demands, costs, suits at law, suits in equity, workers compensation claims, judgments, liens, costs, expenses, loss of service, loss of companionship, loss of society, loss of use and all claims of any nature and kind whatsoever, for personal or bodily injury, property damage, or otherwise, known or unknown, foreseen and unforeseen, which the Releasors have or may in the future be entitled to have against Releasee, which are on account of, are in any way related to, and/or that arise out of the design, construction, work performed and/or materials or products manufactured, supplied, or used in the construction of the Project (the "Released Scope of Work"). The Releasors further acknowledge and expressly agree, as consideration and inducement for this settlement, that this Agreement shall apply to unknown and unanticipated injuries and damages, as well as those now disclosed. Releasor further releases any and all claims of any nature or kind against Releasee's insurance carriers and policies related to the Project.

7. **Releasee's Release of Claims against Releasor.** For and in consideration of the promises set forth herein, Releasee, on behalf of itself, its successors, predecessors, parent

companies, subsidiaries, affiliates, heirs, executors, administrators, shareholders, employees, contractors, insurers, sureties and assigns, does hereby RELEASE, REMISE, ACQUIT AND FOREVER DISCHARGE Releasor, their successors, predecessors, parent companies, subsidiaries, affiliates, heirs, executors, administrators, employees, contractors, attorneys, insurers, sureties and assigns of and from any and all causes of action, claims, demands, costs, suits at law, suits in equity, workers compensation claims, judgments, liens, costs, expenses, loss of service, loss of companionship, loss of society, loss of use and all claims of any nature and kind whatsoever, for personal or bodily injury, property damage, or otherwise, known or unknown, foreseen and unforeseen, which Releasee has or may in the future be entitled to have against Releasor, which are on account of, are in any way related to, and/or that arise out of the Released Scope of Work and/or the above captioned action. Releasee further acknowledges and expressly agrees, as consideration and inducement for this settlement, that this Release shall apply to unknown and unanticipated injuries and damages resulting from the Released Scope of Work and/or the above captioned action, as well as those now disclosed.

8. **Order or Stipulation of Dismissal.** By executing this Agreement and accepting the Settlement Amount, Releasors agree to dismiss, release, abandon and forever end, with prejudice, any and all claims they have or could have asserted against Releasee on account of, arising from or related in any way to the Released Scope of Work, including any claims for costs and/or attorney's fees; and Releasee agrees to dismiss with prejudice any actual or potential cross-claims against Tri-County Roofing, Inc. and WC Services, Inc. All claims released herein by Releasors against Releasee are to be dismissed with prejudice. Accordingly, Releasors and Releasee agree, following Plaintiffs' receipt of the Settlement Amount, to execute, consent to and/or submit an Order or Stipulation of Dismissal, with prejudice, for the purpose of dismissing, releasing, abandoning and forever ending any and all claims asserted or any claims, known or

unknown, that could have been asserted in the above captioned action against Releasee, including any claims for attorney's fees; and dismissing, abandoning, releasing and/or forever ending any actual or potential cross claims between Releasee and Tri-County Roofing, Inc. and W.C. Services, Inc.. The Releasors and Releasee do hereby grant unto their attorneys, full and complete authority to consent to such order or stipulation as may be necessary to dismiss and forever end the claims mutually released herein, with prejudice.

9. **Affirmation of Non-Assignment of Rights or Claims.** By executing this Agreement, all parties expressly acknowledge and represent to each other that at the time of execution, except as to the homeowner assignments referenced above, they have not assigned any of their rights, claims or interests related in any way whatsoever to the Project, the above captioned action, and/or the Released Scope of Work that they had in the past, currently have or may in the future have against any party, entity or individual released by and through this Agreement. All parties to this Agreement expressly acknowledge that this affirmation of non-assignment constitutes an essential part of this Agreement and is necessary to effectuate the mutual release of the parties, entities and individuals as contemplated herein.

10. **Non-Admission of Liability.** This Agreement, the payment and/or acceptance of monies and any negotiations, discussions or proceedings in connection therewith, shall not be construed as an admission, evidence or concession by any party of any liability, wrongdoing or misconduct of any kind by any party to this Agreement, which is expressly and specifically denied on the part of Releasee. In consideration of the payment of the Settlement Amount and the terms and conditions herein, the parties to this Agreement agree that this settlement is intended to terminate a specific controversy between the Releasors and Releasee and between Releasee to avoid further litigation between them and for Releasee to buy its peace.

SAK

11. **Joint Drafting.** Respective counsel for each party hereto has participated in the negotiation of, read, and approved each and every term, and all of the language, of this Agreement, and each of the parties agrees that the identity of the drafter of any particular term or provision shall have no effect on the interpretation of this Agreement. The language of this Agreement shall be construed as a whole according to its reasonable meaning, and not for or against any of the parties based upon the authorship of any part of this Agreement.

12. **Governing law, Venue and Construction.** This Agreement shall be governed by, and construed and interpreted under the laws of the state of South Carolina. Any disagreement regarding settlement documents shall be submitted to either a mutually agreed upon mediator or the Charleston County Circuit Court judge for final and binding resolution.

13. **Representations and Warranties.** The parties represent and warrant that they have read and understand this Agreement. Each of the parties has made such investigation of the facts pertaining to this Agreement and of all other matters pertaining hereto as they deem necessary and appropriate. The parties warrant that each of the following propositions is true and correct: (i) they entered into this Agreement only after carefully reviewing it with counsel or, if they did not have counsel, they understand and accept each and every term hereof; (ii) they entered into this Agreement without any coercion and under no duress of any kind; (iii) this Agreement reflects the conclusion of each of the parties that this Agreement is in his, her, or its own best interest; and, (iv) except as expressly provided herein, the parties do not intend this Agreement to confer upon any person or entity who is not a party hereto, or expressly referenced in the release provision hereof, any rights or remedies. The parties represent and warrant that each signatory hereto has the full right and authority to enter into this Agreement and bind the party on whose behalf he, she, or it has executed this Agreement. The parties represent and warrant that none of them has assigned

or transferred to any person any claim, interest, matter, or any part or portion thereof, released pursuant to this Agreement.

14. **Waiver/Severability**. The parties agree that no waiver by any party of any particular provision or right under this Agreement shall be deemed to be a waiver of any other provision or right hereunder.

15. **Legal Fees and Costs**. Each of the parties is responsible for his, her or its own legal fees and costs, including but not limited to expert costs and costs of the mediator, arising from the matters, claims and issues mutually released herein, the above captioned action, the Released Scope of Work and/or of negotiating this Agreement.

16. **Execution in Counterparts**. This Agreement may be executed in counterparts which, when taken together with all other counterparts, shall constitute one complete document. Signatures and initials that are transmitted via facsimile or other electronic means shall have the same force and effect as original initials and signatures penned in ink. Copies of original execution pages of this Agreement shall have the same force and effect as the originals.

17. **Binding Nature of the Agreement**. Except as otherwise specified herein, this Agreement is binding upon each of the parties' respective legal predecessors, successors, executors, assigns, fiduciaries, heirs, spouses, or any other party or person who may succeed to their interests. Each of the parties warrants that he, she, or it has the legal right and authority, to the fullest extent of the law, including by exercising any and all legal and equitable rights and powers on behalf of any entity, to enter into this Agreement and to bind the person or party on whose behalf he, she, or it signs.

18. **Entire Agreement**. This Agreement including any attachments hereto contains the full, entire and complete agreement between the parties hereto. This Agreement supersedes all prior agreements, negotiations, and understandings, whether written or oral, between the parties

concerning the subject matter of this Agreement. Each of the parties acknowledges to the others that none of them nor any agent of any of them has made any promise, representation or warranty whatsoever, express or implied, written or oral, not contained herein concerning the subject matter hereof to induce him, her, or it to execute this Agreement, and each of the parties acknowledges that he, she or it has not executed this Agreement in reliance on any promise, representation or warranty not expressly contained or referenced in this Agreement.

19. **Modification of Agreement.** It is further agreed that this Agreement shall not be modified or amended except by an instrument in writing signed by the Releasors and Releasee.

20. **Consultation with Attorney.** It is further understood, acknowledged and agreed that the parties hereto acknowledge that they have executed this Agreement in consultation with their attorney.

21. **Retention of Claims.** Notwithstanding any other term or provision herein, Plaintiffs retain all claims against all other parties except the release given herein solely in favor of Releasee.

It is further acknowledged and agreed that this Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, purchasers, assigns, estates of, and all successors in interest to the Releasors and Releasee, and all other beneficiaries to this Agreement.

22. **Confidentiality.** The Parties and their agents, including counsel, hereby acknowledge this Agreement and all of the terms and information contained herein, all of the negotiations leading to it, all of the communications generated pursuant to it, and the implementation hereof (collectively, "Confidential Settlement Communications"), to be confidential. The Parties and their agents, including counsel, agree to maintain all such Confidential Settlement Communications in the strictest of confidence, not to be disclosed to any

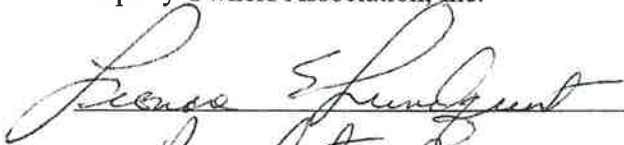
Person not a party to this Agreement except (i) in response to a judicial order compelling disclosure; (ii) to reinsurers; (iii) to auditors of, to accountants of or to counsel to the Parties; (iv) in response to a subpoena or demand from a governmental or regulatory agency; (v) in any action by any Party to enforce the terms of this Agreement; (vi) by written agreement of the Parties; (vii) as required to file the dismissals with prejudice required hereunder; (viii) as required to include on any financial statements and tax returns or other required filings or reports; or (ix) where otherwise required by law. In the event any Party discloses any Confidential Settlement Communication as permitted by (i) and (iv) above, it shall attempt to limit the further disclosure of any Confidential Settlement Communication by, as reasonably appropriate, attempting to file any such communication under seal or by producing any such communication pursuant to a protective order. The Parties agree to provide each other with written notice of any subpoena, motion or other request that may call for production of, disclosure of, or testimony about, the terms or conditions of this Agreement, or any Confidential Communication, within ten (10) business days of receipt of the subpoena, motion, or other request, so that they may seek appropriate protection. Written notice shall be sent by electronic mail to counsel of record for the Parties.

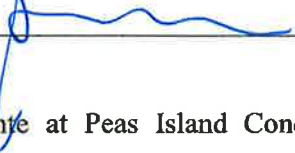
IN WITNESS WHEREOF the undersigned have hereunto set their hands and seals to this

Agreement as follows:

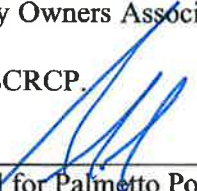
BY: Palmetto Pointe at Peas Island Condominium
Property Owners Association, Inc.

WITNESSES:


ITS: President, PPCPA, Inc.

I, Justin Lucy, as attorney for Palmetto Pointe at Peas Island Condominium
Property Owners Association, Inc., hereby execute this agreement only for the purposes of Rule
43(k), SCRCF.


Counsel for Palmetto Pointe at Peas Island
Condominium Property Owners Association, Inc.

BY: Jack Love, Individually, and on behalf
of others similarly situated

WITNESSES:

STATE OF _____, COUNTY OF _____

I, _____, as attorney for Jack Love, Individually, and on behalf of others
similarly situated, hereby execute this agreement only for the purposes of Rule 43(k), SCRCF.

Counsel for Jack Love, Individually,
and on behalf of others similarly situated

IN WITNESS WHEREOF the undersigned have hereunto set their hands and seals to
this Agreement as follows:

BY: Palmetto Pointe at Peas Island Condominium
Property Owners Association, Inc.

WITNESSES:

ITS: _____

I, _____, as attorney for Palmetto Pointe at Peas Island Condominium
Property Owners Association, Inc., hereby execute this agreement only for the purposes of Rule
43(k), SCRCP.

Counsel for Palmetto Pointe at Peas Island
Condominium Property Owners Association, Inc.

BY: Jack Love, Individually, and on behalf
of others similarly situated

WITNESSES:

STATE OF South Carolina, COUNTY OF Charleston

I, Justin Lacey, as attorney for Jack Love, Individually, and on behalf of others
similarly situated, hereby execute this agreement only for the purposes of Rule 43(k), SCRCP.

Counsel for Jack Love, Individually,
and on behalf of others similarly situated

2015-CP-10-0955
CBC RELEASE
June 6, 2019

BY: Complete Building Corporation

WITNESSES:

Everett A. Kendall, Jr.
w/ express authority by
ITS: Vic Apet

STATE OF South Carolina, COUNTY OF Richland

I, Everett A. Kendall, Jr. as attorney for Complete Building Corporation, hereby execute this agreement only for the purposes of Rule 43(k), SCRPC.

Everett A. Kendall, Jr.
Counsel for Complete Building Corporation

SAK

) IN THE COURT OF COMMON PLEAS

)
) NINTH JUDICIAL CIRCUIT

) CASE NO. 2015-CP-10-0955

)))))))

)
)
)

[illegible]

CONSTRUCTION; JMC CONSTRUCTION,
INC.; JMC CONSTRUCTION, LLC; JOHN
DOE 1-15,

Defendants.

COMPLETE BUILDING CORPORATION,
INC.,

Third-Party Plaintiff,

VS.

LEONARD T. BROWNE AND
CHRISTOPHER N. UNION,

Third-Party Defendants.

CREEKSIDE, INC.,

Third-Party Plaintiff,

VS.

CHRISTOPHER N. UNION,

Third-Party Defendant.

AMERICAN RESIDENTIAL SERVICES, LLC,

Third-Party Plaintiff,

VS.

VICTOR HUGO HERNANDEZ; HERNANDEZ
ELECTRIC, LLC; LILIANA ROJAS FLORES;
MARTIN BARR D/B/A PORT CITY
STRUCTURED WIRING; KELLER
ELECTRIC, LLC; JOHN TOOLIN D/B/A
JOHN F. TOOLIN HEAT AND AIR; RUSSELL
"RUSTY" HILL D/B/A RUSTY'S HEATING &
AIR; and WARREN ANDERSON,

Third-Party Defendants.

This Settlement Agreement, Receipt, Mutual Release and Agreement to Indemnify (referred to herein as the "Agreement") is entered on the date set forth below by and among the Plaintiffs, Palmetto Pointe At Peas Island Condominium Property Owners Association, Inc. (hereinafter occasionally referred to as the "COA") and Jack Love, on behalf of themselves and all owners of condominium units at the Project, their successors, purchasers, heirs, executors, administrators, employees, contractors, members and assigns (referred to collectively herein as "Plaintiffs" or "Releasors"), Defendant Creekside, Inc. (referred to herein as "Releasee") and Defendant Complete Building Corporation ("CBC").

RECITALS

WHEREAS the above captioned action arises out of Plaintiffs filing a Complaint (Case No. 2015-CP-10-0955) in the Charleston County Court of Common Pleas against certain Defendants, seeking damages allegedly caused by and/or related to construction and/or product deficiencies and other conditions arising from or related to the construction, renovation, repair, sale and/or marketing of the condominium project known as "Palmetto Pointe at Peas Island," located at Folly Creek Way in Charleston County, South Carolina (referred to herein as the "Project") and which is more fully described in Plaintiffs' Complaint; and

WHEREAS one hundred percent (100%) of the Palmetto Pointe condominium owners have assigned their interests and claims relating to this suit to the COA; and,

WHEREAS Plaintiffs asserted claims against Releasee for supplying materials and applying painting and caulking, among other work, by filing the Complaint and any amendments thereto, seeking damages from Releasee allegedly caused by and/or related to construction and/or product deficiencies and other conditions arising from or related to the sale, marketing, construction, renovation or repair of the Project and which is more fully described in the Plaintiffs' pleadings, the allegations of which are incorporated herein by reference; and



WHEREAS Plaintiffs claim that some of the damages and deficiencies at or related to the Project are attributable to the work or materials of Releasee and claims that the actions and/or omissions of Releasee are the direct and proximate cause of damage to the Project and/or to the Plaintiffs, as more fully set forth in the pleadings filed in the above captioned action; and

WHEREAS the Releasee and CBC have denied their work, products and/or materials supplied to the Project were defective or deficient and further deny their work, product and/or material supplied to the Project were in any way a direct or proximate cause of any damage or loss to the Project or Plaintiffs herein; and

WHEREAS, in order to avoid the costs of expensive and protracted litigation and in exchange for the mutual promises and consideration set forth herein, the undersigned do hereby agree as follows:

1. **Incorporation of Recitals.** The Recitals and other statements set forth above are hereby incorporated into and made a part of the terms and conditions of this Agreement by reference as if stated herein verbatim.
2. **Intent of Scope of Mutual Release.** For and in consideration of the terms herein, the parties to this Agreement contemplate a complete and final settlement of all claims that have been, could have been or could be asserted in the future by Releasors against Releasee arising from or related in any way to damage allegedly related to work performed at or materials or products supplied to the Project, including all damages resulting therefrom, not known or hereinafter arising.
3. **Payment to Plaintiffs.** Plaintiffs will be paid the total sum of one-hundred fifty thousand dollars (\$150,000) (referred to herein as the "Settlement Amount") by or on behalf of Releasee. Payment of the Settlement Amount by check made payable to the Lucey Law Firm Trust Account, as attorney for the COA, shall be tendered to Plaintiffs' counsel not later than

thirty (30) calendar days following full and correct execution of this Agreement by Plaintiffs. Payment of the Settlement Amount is expressly contingent upon the full and correct execution of this Agreement by Plaintiffs. The payment of the Settlement Amount shall be held in escrow by Plaintiffs' counsel until an Order is entered dismissing Releasee from the above captioned action, with prejudice.

4. **Indemnification.** The COA shall defend, indemnify and hold harmless Releasee, its successors, heirs, executors, administrators, employees, parent companies, contractors, insurers, sureties and assigns from any and all claims made by, through, under, or on behalf of the COA, and from any and all claims made by, through, under, or on behalf of any member of the COA, regardless of whether the damages are fully known or unknown at this time. This obligation shall include, but is not limited to, the obligation to defend any such claims or, upon failure thereof, to pay the attorney's fees incurred by Releasee in defense of such claims.

5. **Release of Claims against Releasee.** For and in consideration of the payment of the Settlement Amount, the sufficiency of the Settlement Amount being hereby acknowledged, the Releasors, on behalf of ourselves, our successors, our purchasers, our heirs, our executors, our administrators, our employees, our contractors, our insurers, our sureties and our assigns, do hereby RELEASE, REMISE, ACQUIT AND FOREVER DISCHARGE Releasee, its successors, predecessors, parent companies, subsidiaries, affiliates, heirs, executors, administrators, employees, contractors, insurers, sureties, attorneys and assigns, of and from any and all causes of action, claims, demands, costs, suits at law, suits in equity, workers compensation claims, judgments, liens, costs, expenses, loss of service, loss of companionship, loss of society, loss of use and all claims of any nature and kind whatsoever, for personal or bodily injury, property damage, or otherwise, known or unknown, foreseen and unforeseen, which the Releasors have or may in the future be entitled to have against Releasee, which are on account of, are in any way

related to, and/or that arise out of the work performed and/or materials or products manufactured, supplied, or used in the construction of the Project (the "Released Scope of Work"). The Releasors further acknowledge and expressly agree, as consideration and inducement for this settlement, that this Agreement shall apply to unknown and unanticipated injuries and damages, as well as those now disclosed.

6. **CBC's Release of Claims against Releasee.** For and in consideration of the payment of the Settlement Amount by or on behalf of the Releasee, and the promises set forth herein, CBC, on behalf of itself, its successors, predecessors, parent companies, subsidiaries, affiliates, heirs, executors, administrators, employees, contractors, insurers, sureties and assigns, does hereby RELEASE, REMISE, ACQUIT AND FOREVER DISCHARGE Releasee, its successors, predecessors, parent companies, subsidiaries, affiliates, heirs, executors, administrators, employees, contractors, insurers, sureties and assigns of and from any and all causes of action, claims, demands, subrogation, costs, suits at law, suits in equity, workers compensation claims, judgments, liens, costs, expenses, loss of service, loss of companionship, loss of society, loss of use and all claims of any nature and kind whatsoever, for personal or bodily injury, property damage, or otherwise, known or unknown, foreseen and unforeseen, which CBC has or may in the future be entitled to have against Releasee, which are on account of, are in any way related to, and/or that arise out of the Released Scope of Work and/or the above captioned action. CBC further acknowledges and expressly agrees, as consideration and inducement for this settlement, that this Release shall apply to unknown and unanticipated injuries and damages resulting from the Released Scope of Work and/or the above captioned action, as well as those now disclosed. In exchange for CBC's release of its cross-claims against Releasee, Plaintiffs are providing CBC a setoff against a verdict arising under this action equal to the Settlement Amount unless the damages relative to this Settling Party are removed from Plaintiffs' repair estimate(s).

7. **Releasee's Release of Claims against Releasor and CBC.** For and in consideration of the promises set forth herein, Releasee, on behalf of itself, its successors, predecessors, parent companies, subsidiaries, affiliates, heirs, executors, administrators, employees, contractors, insurers sureties and assigns, does hereby RELEASE, REMISE, ACQUIT AND FOREVER DISCHARGE Releasor and CBC, their successors, predecessors, parent companies, subsidiaries, affiliates, heirs, executors, administrators, employees, contractors, attorneys, insurers, sureties and assigns of and from any and all causes of action, claims, demands, costs, suits at law, suits in equity, workers compensation claims, judgments, liens, costs, expenses, loss of service, loss of companionship, loss of society, loss of use and all claims of any nature and kind whatsoever, for personal or bodily injury, property damage, or otherwise, known or unknown, foreseen and unforeseen, which Releasee has or may in the future be entitled to have against Releasor or CBC, which are on account of, are in any way related to, and/or that arise out of the Released Scope of Work and/or the above captioned action. Releasee further acknowledges and expressly agrees, as consideration and inducement for this settlement, that this Release shall apply to unknown and unanticipated injuries and damages resulting from the Released Scope of Work and/or the above captioned action, as well as those now disclosed. Releasee further releases any and all claims of any nature or kind against CBC'S insurance carriers and policies related to the Project.

8. **Order or Stipulation of Dismissal.** By executing this Agreement and accepting the Settlement Amount, Releasors and CBC agree to dismiss, release, abandon and forever end, with prejudice, any and all claims they have or could have asserted against Releasee on account of, arising from or related in any way to the Released Scope of Work, including any claims for costs and/or attorney's fees; and Releasee agrees to dismiss with prejudice any actual or potential cross-claims against CBC. All claims released herein by Releasors and/or CBC against Releasee are to be dismissed with prejudice. Accordingly, Releasors, Releasee and CBC agree, following

Plaintiffs' receipt of the Settlement Amount, to execute, consent to and/or submit an Order or Stipulation of Dismissal, with prejudice, for the purpose of dismissing, releasing, abandoning and forever ending any and all claims asserted or any claims, known or unknown, that could have been asserted in the above captioned action against Releasee, including any claims for attorney's fees; and dismissing, abandoning, releasing and/or forever ending any actual or potential cross claims between Releasee and CBC. The Releasors, CBC, and Releasee do hereby grant unto their attorneys, full and complete authority to consent to such order or stipulation as may be necessary to dismiss and forever end the claims mutually released herein, with prejudice.

9. **Affirmation of Non-Assignment of Rights or Claims.** By executing this Agreement, all parties expressly acknowledge and represent to each other that at the time of execution, except as to the homeowner assignments referenced above, they have not assigned any of their rights, claims or interests related in any way whatsoever to the Project, the above captioned action, and/or the Released Scope of Work that they had in the past, currently have or may in the future have against any party, entity or individual released by and through this Agreement. All parties to this Agreement expressly acknowledge that this affirmation of non-assignment constitutes an essential part of this Agreement and is necessary to effectuate the mutual release of the parties, entities and individuals as contemplated herein.

10. **Non-Admission of Liability.** This Agreement, the payment and/or acceptance of monies and any negotiations, discussions or proceedings in connection therewith, shall not be construed as an admission, evidence or concession by any party of any liability, wrongdoing or misconduct of any kind by any party to this Agreement, which is expressly and specifically denied on the part of Releasee and CBC. In consideration of the payment of the Settlement Amount and the terms and conditions herein, the parties to this Agreement agree that this settlement is intended to terminate a specific controversy between the Releasors and Releasee

and between Releasee and CBC to avoid further litigation between them and for Releasee to buy its peace.

11. **Joint Drafting.** Respective counsel for each party hereto has participated in the negotiation of, read, and approved each and every term, and all of the language, of this Agreement, and each of the parties agrees that the identity of the drafter of any particular term or provision shall have no effect on the interpretation of this Agreement. The language of this Agreement shall be construed as a whole according to its reasonable meaning, and not for or against any of the parties based upon the authorship of any part of this Agreement.

12. **Governing law, Venue and Construction.** This Agreement shall be governed by, and construed and interpreted under the laws of the state of South Carolina. Any disagreement regarding settlement documents shall be submitted to either a mutually agreed upon mediator or the Charleston County Circuit Court judge for final and binding resolution.

13. **Representations and Warranties.** The parties represent and warrant that they have read and understand this Agreement. Each of the parties has made such investigation of the facts pertaining to this Agreement and of all other matters pertaining hereto as they deem necessary and appropriate. The parties warrant that each of the following propositions is true and correct: (i) they entered into this Agreement only after carefully reviewing it with counsel or, if they did not have counsel, they understand and accept each and every term hereof; (ii) they entered into this Agreement without any coercion and under no duress of any kind; (iii) this Agreement reflects the conclusion of each of the parties that this Agreement is in his, her, or its own best interest; and, (iv) except as expressly provided herein, the parties do not intend this Agreement to confer upon any person or entity who is not a party hereto, or expressly referenced in the release provision hereof, any rights or remedies. The parties represent and warrant that each signatory hereto has the full right and authority to enter into this Agreement and bind the

party on whose behalf he, she, or it has executed this Agreement. The parties represent and warrant that none of them has assigned or transferred to any person any claim, interest, matter, or any part or portion thereof, released pursuant to this Agreement.

14. **Waiver/Severability.** The parties agree that no waiver by any party of any particular provision or right under this Agreement shall be deemed to be a waiver of any other provision or right hereunder.

15. **Legal Fees and Costs.** Each of the parties is responsible for his, her or its own legal fees and costs, including but not limited to expert costs and costs of the mediator, arising from the matters, claims and issues mutually released herein, the above captioned action, the Released Scope of Work and/or of negotiating this Agreement.

16. **Execution in Counterparts.** This Agreement may be executed in counterparts which, when taken together with all other counterparts, shall constitute one complete document. Signatures and initials that are transmitted via facsimile or other electronic means shall have the same force and effect as original initials and signatures penned in ink. Copies of original execution pages of this Agreement shall have the same force and effect as the originals.

17. **Binding Nature of the Agreement.** Except as otherwise specified herein, this Agreement is binding upon each of the parties' respective legal predecessors, successors, executors, assigns, fiduciaries, heirs, spouses, or any other party or person who may succeed to their interests. Each of the parties warrants that he, she, or it has the legal right and authority, to the fullest extent of the law, including by exercising any and all legal and equitable rights and powers on behalf of any entity, to enter into this Agreement and to bind the person or party on whose behalf he, she, or it signs.

18. **Entire Agreement.** This Agreement including any attachments hereto contains the full, entire and complete agreement between the parties hereto. This Agreement supersedes

all prior agreements, negotiations, and understandings, whether written or oral, between the parties concerning the subject matter of this Agreement. Each of the parties acknowledges to the others that none of them nor any agent of any of them has made any promise, representation or warranty whatsoever, express or implied, written or oral, not contained herein concerning the subject matter hereof to induce him, her, or it to execute this Agreement, and each of the parties acknowledges that he, she or it has not executed this Agreement in reliance on any promise, representation or warranty not expressly contained or referenced in this Agreement.

19. **Modification of Agreement.** It is further agreed that this Agreement shall not be modified or amended except by an instrument in writing signed by the Releasors, Releasee, and CBC.

20. **Consultation with Attorney.** It is further understood, acknowledged and agreed that the parties hereto acknowledge that they have executed this Agreement in consultation with their attorney.

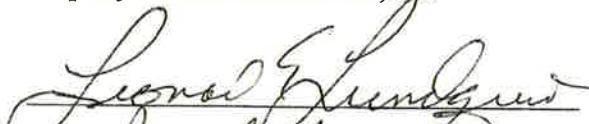
21. **Retention of Claims.** Notwithstanding any other term or provision herein, Plaintiffs retain all claims against all other parties except the release given herein solely in favor of Releasee.

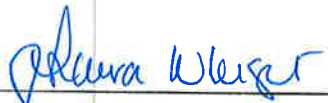
It is further acknowledged and agreed that this Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, purchasers, assigns, estates of, and all successors in interest to the Releasors, Releasee, and CBC and all other beneficiaries to this Agreement.

IN WITNESS WHEREOF the undersigned have hereunto set their hands and seals to
this Agreement as follows:

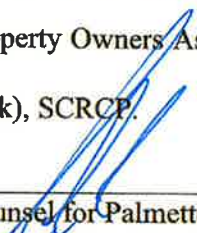
BY: Palmetto Pointe at Peas Island Condominium
Property Owners Association, Inc.

WITNESSES:


ITS: President, PDCPOA, Inc.



I, Justin Lucy, as attorney for Palmetto Pointe at Peas Island Condominium
Property Owners Association, Inc., hereby execute this agreement only for the purposes of Rule
43(k), SCRPC.


Counsel for Palmetto Pointe at Peas Island
Condominium Property Owners Association, Inc.

BY: Jack Love, Individually, and on behalf
of others similarly situated

WITNESSES:

STATE OF _____, COUNTY OF _____

I, _____, as attorney for Jack Love, Individually, and on behalf of others
similarly situated, hereby execute this agreement only for the purposes of Rule 43(k), SCRPC.

Counsel for Jack Love, Individually,
and on behalf of others similarly situated

IN WITNESS WHEREOF the undersigned have hereunto set their hands and seals to
this Agreement as follows:

**BY: Palmetto Pointe at Peas Island Condominium
Property Owners Association, Inc.**

WITNESSES:

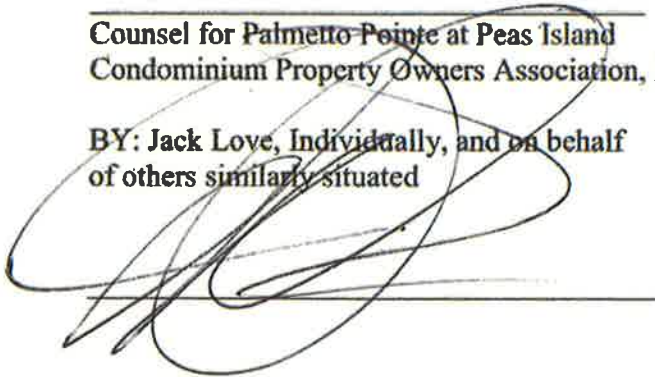
ITS: _____

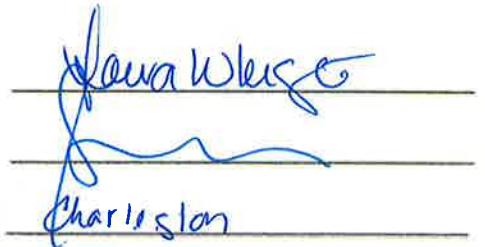
I, _____, as attorney for Palmetto Pointe at Peas Island Condominium
Property Owners Association, Inc., hereby execute this agreement only for the purposes of Rule
43(k), SCRPC.

Counsel for Palmetto Pointe at Peas Island
Condominium Property Owners Association, Inc.

**BY: Jack Love, Individually, and on behalf
of others similarly situated**

WITNESSES:





STATE OF South Carolina, COUNTY OF Charleston

I, Justin Lucey, as attorney for Jack Love, Individually, and on behalf of others
similarly situated, hereby execute this agreement only for the purposes of Rule 43(k), SCRPC.

Counsel for Jack Love, Individually,
and on behalf of others similarly situated

BY: Creekside, Inc.

WITNESSES:

Aka Creekside of Charleston Inc (Dissolved)
Authority Steve Shaddrix 6/3/19





ITS: Attorney



STATE OF SOUTH CAROLINA, COUNTY OF RICHLAND

I, S. Markey Stubbs, as attorney for Creekside, Inc.AKA Creekside of Charleston Inc.,
(Dissolved) on hereby execute this agreement only for the purposes of Rule 43(k),
SCRCP.


Counsel for Creekside, Inc.

2015-CP-10-0955
CREEKSIDE RELEASE
June 6, 2019

BY: Complete Building Corporation

WITNESSES:

Everett A. Vendall, Jr.
w/ express authority by
ITS: Vic Apt

STATE OF Richland South Carolina COUNTY OF Richland

I, Everett A. Vendall, Jr. as attorney for Complete Building Corporation, hereby execute this agreement only for the purposes of Rule 43(k), SCRPC.

Everett A. Vendall, Jr.
Counsel for Complete Building Corporation

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

PALMETTO POINTE AT PEAS ISLAND
CONDOMINIUM PROPERTY OWNERS
ASSOCIATION, INC. AND JACK LOVE,
INDIVIDUALLY, AND ON BEHALF OF
ALL OTHERS SIMILARLY SITUATED,

Plaintiffs,

VS.

ISLAND POINTE, LLC; COMPLETE
BUILDING CORPORATION; TRI-COUNTY
ROOFING, INC.; CREEKSIDE, INC.;
AMERICAN RESIDENTIAL SERVICES, LLC
D/B/A ARS/RESCUE ROOTER
CHARLESTON; ANDERSEN WINDOWS,
INC.; ATLANTIC BUILDING
CONSTRUCTION SERVICES, INC. N/K/A
ATLANTIC CONSTRUCTION SERVICES,
INC.; BUILDER SERVICES GROUP, INC.
D/B/A GALE CONTRACTOR SERVICES;
NOVUS ARCHITECTS, INC., F/K/A SGM
ARCHITECTS, INC.; TALLENT AND SONS,
INC.; W C SERVICES, INC.; CRG
ENGINEERING, INC.; CERTAINTED
CORPORATION; KELLY FLOORING
PRODUCTS, INC., D/B/A CARPET
BAGGERS; CORNERSTONE
CONSTRUCTION AND MARK MALLOY
D/B/A CORNERSTONE CONSTRUCTION;
MIRACLE SIDING, LLC AND WILSON
LUCAS SALES D/B/A MIRACLE SIDING,
LLC; MARK PALPOINT A/K/A MICAH
PALPOINT; ELROY ALONZO VASQUEZ;
CHRIS A/K/A JOHN DOE 61; ALDERMAN
CONSTRUCTION; STANLEY'S VINYL
FENCE DESIGNS; COHEN'S DRYWALL
COMPANY, INC.; MOSELY CONCRETE;
HAND A FRAMING CONSTRUCTION, LLC
A/K/A H&A FRAMING CONSTRUCTION,
LLC AND D/B/AH AND A FRAMING, LLC,
H&A CONSTRUCTION, AND HAND A

) IN THE COURT OF COMMON PLEAS

) NINTH JUDICIAL CIRCUIT

) CASE NO. 2015-CP-10-0955

**SETTLEMENT AGREEMENT AND
MUTUAL RELEASE AS TO
AMERICAN RESIDENTIAL SERVICES,
LLC D/B/A ARS/RESCUE ROOTER
CHARLESTON and ITS
SUBCONTRACTORS**

CONSTRUCTION; JMC CONSTRUCTION,)
INC.; JMC CONSTRUCTION, LLC; JOHN)
DOE 1-15,)

Defendants.)
)
)
)
)

COMPLETE BUILDING CORPORATION,)
INC.,)
)

Third-Party Plaintiff,)
)

VS.)
)

LEONARD T. BROWNE AND)
CHRISTOPHER N. UNION,)
)

Third-Party Defendants.)
)

CREEKSIDE, INC.,)
)

Third-Party Plaintiff,)
)

VS.)
)

CHRISTOPHER N. UNION,)
)

Third-Party Defendant.)
)

AMERICAN RESIDENTIAL SERVICES, LLC,)
)

Third-Party Plaintiff,)
)

VS.)
)

VICTOR HUGO HERNANDEZ; HERNANDEZ)
ELECTRIC, LLC; LILIANA ROJAS FLORES;)
MARTIN BARR D/B/A PORT CITY)
STRUCTURED WIRING; KELLER)
ELECTRIC, LLC; JOHN TOOLIN D/B/A)
JOHN F. TOOLIN HEAT AND AIR; RUSSELL)
"RUSTY" HILL D/B/A RUSTY'S HEATING &)
AIR; and WARREN ANDERSON,)
)

Third-Party Defendants.)
)

This Settlement Agreement, Receipt, Mutual Release and Agreement to Indemnify (referred to herein as the "Agreement") is entered on the date set forth below by and among the Plaintiffs, Palmetto Pointe At Peas Island Condominium Property Owners Association, Inc. (hereinafter occasionally referred to as the "COA") and Jack Love, on behalf of themselves and all owners of condominium units at the Project, their successors, purchasers, heirs, executors, administrators, employees, contractors, members and assigns (referred to collectively herein as "Plaintiffs" or "Releasers"), Defendant American Residential Services, LLC d/b/a ARS/Rescue Rooter Charleston ("ARS") and its subcontractors Third-party Defendants Liliana Rojas Flores; Martin Barr d/b/a Port City Structured Wiring; Keller Electric, LLC; John Toolin d/b/a John F. Toolin Heat and Air; Russell "Rusty" Hill d/b/a Rusty's Heating & Air; and Warren Anderson (referred to collectively herein as "Subcontractors") (ARS and Subcontractors referred to collectively herein as "Releasees") and Defendant Complete Building Corporation ("CBC").

RECITALS

WHEREAS the above captioned action arises out of Plaintiffs filing a Complaint (Case No. 2015-CP-10-0955) in the Charleston County Court of Common Pleas against certain Defendants, seeking damages allegedly caused by and/or related to construction and/or product deficiencies and other conditions arising from or related to the construction, renovation, repair, sale and/or marketing of the condominium project known as "Palmetto Pointe at Peas Island," located at Folly Creek Way in Charleston County, South Carolina (referred to herein as the "Project") and which is more fully described in Plaintiffs' Complaint; and

WHEREAS one hundred percent (100%) of the Palmetto Pointe condominium owners have assigned their interests and claims relating to this suit to the COA, as evidenced by the assignments produced by Plaintiffs as "Trial Exhibit Number 1 (bates stamped Palmetto Pointe

21918-21998)” in written discovery responses and as evidenced by the certification signed by Plaintiffs’ counsel on Page 16 of this Release ; and,

WHEREAS Plaintiffs asserted claims against Releasees for supplying materials and installing the HVAC systems and electrical systems, among other work, by filing the Complaint and any amendments thereto, seeking damages from Releasees allegedly caused by and/or related to construction and/or product deficiencies and other conditions arising from or related to the sale, marketing, construction, renovation or repair of the Project and which is more fully described in the Plaintiffs’ pleadings, the allegations of which are incorporated herein by reference; and

WHEREAS Plaintiffs claim that some of the damages and deficiencies at or related to the Project are attributable to the work or materials of Releasees and claims that the actions and/or omissions of Releasees are the direct and proximate cause of damage to the Project and/or to the Plaintiffs, as more fully set forth in the pleadings filed in the above captioned action; and

WHEREAS the Releasees and CBC have denied their work, products and/or materials supplied to the Project were defective or deficient and further deny their work, product and/or material supplied to the Project were in any way a direct or proximate cause of any damage or loss to the Project or Plaintiffs herein; and

WHEREAS, in order to avoid the costs of expensive and protracted litigation and in exchange for the mutual promises and consideration set forth herein, the undersigned do hereby agree as follows:

1. **Incorporation of Recitals.** The Recitals and other statements set forth above are hereby incorporated into and made a part of the terms and conditions of this Agreement by reference as if stated herein verbatim.

2. **Intent of Scope of Mutual Release.** For and in consideration of the terms herein, the parties to this Agreement contemplate a complete and final settlement of all claims that have been, could have been or could be asserted in the future by Releasors against Releasees and/or against Third-party Defendants Victor Hugo Hernandez and Hernandez Electric, LLC (collectively referred to herein as "Hernandez Defendants") arising from or related in any way to damage allegedly related to work performed at or materials or products supplied to the Project, including all damages resulting therefrom, not known or hereinafter arising.

3. **Payment to Plaintiffs.** Plaintiffs will be paid the total sum of seven hundred ninety-five thousand dollars (\$795,000) (referred to herein as the "Settlement Amount") by or on behalf of Releasees, as follows:

Party	Amount
ARS	\$493,700.00
Flores	\$ 60,000.00
Port City	\$ 5,000.00
Keller	\$ 20,000.00
Toolin	\$ 75,000.00
Rusty	\$ 41,300.00
Anderson	\$100,000.00

No Party identified in the above chart has agreed to fund the entirety of the Settlement Amount. The payment obligations set forth in the above chart are several and are the sole and separate obligation of that party. Payment of the Settlement Amount by check made payable to the Lucey Law Firm Trust Account, as attorney for the COA, shall be tendered to Plaintiffs' counsel not later than thirty (30) calendar days following full and correct execution of this Agreement by Plaintiffs. Payment of the Settlement Amount is expressly contingent upon the full and correct execution of this Agreement by Plaintiffs. The payment of the Settlement Amount shall be held

in escrow by Plaintiffs' counsel until an Order is entered dismissing Releasees and Hernandez Defendants from the above captioned action, with prejudice.

4. **Indemnification.** The COA shall defend, indemnify and hold harmless Releasees and Hernandez Defendants, their successors, heirs, executors, administrators, members, officers, employees, parent companies, contractors, insurers, sureties and assigns from any and all claims made by, through, under, or on behalf of the COA, and from any and all claims made by, through, under, or on behalf of any member of the COA, regardless of whether the damages are fully known or unknown at this time. This obligation shall include, but is not limited to, the obligation to defend any such claims or, upon failure thereof, to pay the attorney's fees incurred by Releasees and/or Hernandez Defendants and/or their insurance carriers in defense of such claims.

5. **Release of Claims against Releasees and Hernandez Defendants.** For and in consideration of the payment of the Settlement Amount, the sufficiency of the Settlement Amount being hereby acknowledged, the Releasors, on behalf of ourselves, our successors, our purchasers, our heirs, our executors, our administrators, our employees, our members, our officers, our contractors, our insurers, our sureties and our assigns, do hereby RELEASE, REMISE, ACQUIT AND FOREVER DISCHARGE Releasees and Hernandez Defendants, their successors, predecessors, parent companies, subsidiaries, affiliates, heirs, executors, administrators, members, officers, employees, contractors, insurers, sureties, attorneys and assigns, of and from any and all causes of action, claims, demands, costs, suits at law, suits in equity, workers compensation claims, judgments, liens, costs, expenses, loss of service, loss of companionship, loss of society, loss of use and all claims of any nature and kind whatsoever, for personal or bodily injury, property damage, or otherwise, known or unknown, foreseen and unforeseen, which the Releasors have or may in the future be entitled to have against Releasees

and/or Hernandez Defendants, which are on account of, are in any way related to, and/or that arise out of the work performed and/or materials or products manufactured, supplied, or used in the construction of the Project (the "Released Scope of Work"). The Releasors further acknowledge and expressly agree, as consideration and inducement for this settlement, that this Agreement shall apply to unknown and unanticipated injuries and damages, as well as those now disclosed.

6. **CBC's Release of Claims against Releasees and Hernandez Defendants.** For and in consideration of the payment of the Settlement Amount by or on behalf of the Releasees, and the promises set forth herein, CBC, on behalf of itself, its successors, predecessors, parent companies, subsidiaries, affiliates, heirs, executors, members, officers, administrators, employees, contractors, insurers, sureties and assigns, does hereby RELEASE, REMISE, ACQUIT AND FOREVER DISCHARGE Releasees and Hernandez Defendants, their successors, predecessors, parent companies, subsidiaries, affiliates, heirs, executors, administrators, members, officers, employees, contractors, insurers, sureties and assigns of and from any and all causes of action, claims, demands, subrogation, costs, suits at law, suits in equity, workers compensation claims, judgments, liens, costs, expenses, loss of service, loss of companionship, loss of society, loss of use and all claims of any nature and kind whatsoever, for personal or bodily injury, property damage, or otherwise, known or unknown, foreseen and unforeseen, which CBC has or may in the future be entitled to have against Releasees and/or Hernandez Defendants, which are on account of, are in any way related to, and/or that arise out of the Released Scope of Work and/or the above captioned action. CBC further acknowledges and expressly agrees, as consideration and inducement for this settlement, that this Release shall apply to unknown and unanticipated injuries and damages resulting from the Released Scope of Work and/or the above captioned action, as well as those now disclosed. In exchange for CBC's

release of its cross-claims against Releasees and Hernandez Defendants, Plaintiffs are providing CBC a release of all claims for the work performed and/or materials provided, or that should have been performed and/or provided, by Releasees and/or Hernandez Defendants pursuant to its contract with CBC, including specifically HVAC systems and electrical line items from the Handegan Estimate, for Palmetto Pointe. Plaintiffs are not required to amend or redact existing evidence

7. **Releasees' Release of Claims against Releasor and CBC.** For and in consideration of the promises set forth herein, Releasees, on behalf of themselves, their successors, predecessors, parent companies, subsidiaries, affiliates, heirs, executors, administrators, employees, contractors, insurers sureties and assigns, do hereby RELEASE, REMISE, ACQUIT AND FOREVER DISCHARGE Releasor and CBC, their successors, predecessors, parent companies, subsidiaries, affiliates, heirs, executors, administrators, employees, contractors, attorneys, insurers, sureties and assigns of and from any and all causes of action, claims, demands, costs, suits at law, suits in equity, workers compensation claims, judgments, liens, costs, expenses, loss of service, loss of companionship, loss of society, loss of use and all claims of any nature and kind whatsoever, for personal or bodily injury, property damage, or otherwise, known or unknown, foreseen and unforeseen, which Releasees have or may in the future be entitled to have against Releasor or CBC, which are on account of, are in any way related to, and/or that arise out of the Released Scope of Work and/or the above captioned action. Releasees further acknowledge and expressly agree, as consideration and inducement for this settlement, that this Release shall apply to unknown and unanticipated injuries and damages resulting from the Released Scope of Work and/or the above captioned action, as well as those now disclosed. Releasees further release any and all claims of any nature or kind against CBC'S insurance carriers and policies related to the Project.

8. **Release of Claims among ARS and Subcontractors.** For and in consideration of the promises set forth herein, ARS and Subcontractors, on behalf of themselves, their successors, predecessors, parent companies, subsidiaries, affiliates, heirs, executors, administrators, members, officers, employees, contractors, insurers sureties and assigns, do hereby RELEASE, REMISE, ACQUIT AND FOREVER DISCHARGE each other, each other's successors, predecessors, parent companies, subsidiaries, affiliates, heirs, executors, administrators, members, officers, employees, contractors, attorneys, insurers, sureties and assigns of and from any and all causes of action, claims, demands, costs, suits at law, suits in equity, workers compensation claims, judgments, liens, costs, expenses, loss of service, loss of companionship, loss of society, loss of use and all claims of any nature and kind whatsoever, to include any Additional Insured claims, for personal or bodily injury, property damage, or otherwise, known or unknown, foreseen and unforeseen, which ARS and/or any of the Subcontractors have or may in the future be entitled to have against each other, which are on account of, are in any way related to, and/or that arise out of the Released Scope of Work and/or the above captioned action. ARS and Subcontractors further acknowledge and expressly agree, as consideration and inducement for this settlement, that this Release shall apply to unknown and unanticipated injuries and damages resulting from the Released Scope of Work and/or the above captioned action, as well as those now disclosed. ARS and Subcontractors further release any and all claims of any nature or kind against each other's insurance carriers and policies related to the Project. Subject to the terms of this Agreement, ARS expressly reserves its right to pursue claims against Hernandez Defendants. Moreover, nothing in this Agreement shall affect ARS's rights to pursue or receive recovery of any claims against any insurers of Hernandez Defendants.

9. **Order or Stipulation of Dismissal.** By executing this Agreement and accepting the Settlement Amount, Releasors and CBC agree to dismiss, release, abandon and forever end,

with prejudice, any and all claims they have or could have asserted against Releasees and Hernandez Defendants on account of, arising from or related in any way to the Released Scope of Work, including any claims for costs and/or attorney's fees; and Releasees agree to dismiss with prejudice any actual or potential cross-claims against CBC. All claims released herein by Releasors and/or CBC against Releasees and Hernandez Defendants are to be dismissed with prejudice. Accordingly, Releasors, Releasees and CBC agree, following Plaintiffs' receipt of the Settlement Amount, to execute, consent to and/or submit an Order or Stipulation of Dismissal, with prejudice, for the purpose of dismissing, releasing, abandoning and forever ending any and all claims asserted or any claims, known or unknown, that could have been asserted in the above captioned action against Releasees and Hernandez Defendants, including any claims for attorney's fees; and dismissing, abandoning, releasing and/or forever ending any actual or potential cross claims between Releasees and CBC. The Releasors, CBC, and Releasees do hereby grant unto their attorneys, full and complete authority to consent to such order or stipulation as may be necessary to dismiss and forever end the claims mutually released herein, with prejudice.

10. **Affirmation of Non-Assignment of Rights or Claims.** By executing this Agreement, all parties expressly acknowledge and represent to each other that at the time of execution, except as to the homeowner assignments referenced above, they have not assigned any of their rights, claims or interests related in any way whatsoever to the Project, the above captioned action, and/or the Released Scope of Work that they had in the past, currently have or may in the future have against any party, entity or individual released by and through this Agreement. All parties to this Agreement expressly acknowledge that this affirmation of non-assignment constitutes an essential part of this Agreement and is necessary to effectuate the mutual release of the parties, entities and individuals as contemplated herein.

11. **Non-Admission of Liability.** This Agreement, the payment and/or acceptance of monies and any negotiations, discussions or proceedings in connection therewith, shall not be construed as an admission, evidence or concession by any party of any liability, wrongdoing or misconduct of any kind by any party to this Agreement, which is expressly and specifically denied on the part of Releasees and CBC. In consideration of the payment of the Settlement Amount and the terms and conditions herein, the parties to this Agreement agree that this settlement is intended to terminate a specific controversy between the Releasors and Releasees, between Releasees and CBC, and between Releasees to avoid further litigation between them and for Releasees to buy its peace.

12. **Joint Drafting.** Respective counsel for each party hereto has participated in the negotiation of, read, and approved each and every term, and all of the language, of this Agreement, and each of the parties agrees that the identity of the drafter of any particular term or provision shall have no effect on the interpretation of this Agreement. The language of this Agreement shall be construed as a whole according to its reasonable meaning, and not for or against any of the parties based upon the authorship of any part of this Agreement.

13. **Governing law, Venue and Construction.** This Agreement shall be governed by and construed and interpreted under the laws of the state of South Carolina. Any disagreement regarding settlement documents shall be submitted to either a mutually agreed upon mediator or the Charleston County Circuit Court judge for final and binding resolution.

14. **Representations and Warranties.** The parties represent and warrant that they have read and understand this Agreement. Each of the parties has made such investigation of the facts pertaining to this Agreement and of all other matters pertaining hereto as they deem necessary and appropriate. The parties warrant that each of the following propositions is true and correct: (i) they entered into this Agreement only after carefully reviewing it with counsel or, if

they did not have counsel, they understand and accept each and every term hereof; (ii) they entered into this Agreement without any coercion and under no duress of any kind; (iii) this Agreement reflects the conclusion of each of the parties that this Agreement is in his, her, or its own best interest; and, (iv) except as expressly provided herein, the parties do not intend this Agreement to confer upon any person or entity who is not a party hereto, or expressly referenced in the release provision hereof, any rights or remedies. The parties represent and warrant that each signatory hereto has the full right and authority to enter into this Agreement and bind the party on whose behalf he, she, or it has executed this Agreement. The parties represent and warrant that none of them has assigned or transferred to any person any claim, interest, matter, or any part or portion thereof, released pursuant to this Agreement.

15. **Waiver/Severability.** The parties agree that no waiver by any party of any particular provision or right under this Agreement shall be deemed to be a waiver of any other provision or right hereunder.

16. **Legal Fees and Costs.** Each of the parties is responsible for his, her or its own legal fees and costs, including but not limited to expert costs and costs of the mediator, arising from the matters, claims and issues mutually released herein, the above captioned action, the Released Scope of Work and/or of negotiating this Agreement.

17. **Execution in Counterparts.** This Agreement may be executed in counterparts which, when taken together with all other counterparts, shall constitute one complete document. Signatures and initials that are transmitted via facsimile or other electronic means shall have the same force and effect as original initials and signatures penned in ink. Copies of original execution pages of this Agreement shall have the same force and effect as the originals.

18. **Binding Nature of the Agreement.** Except as otherwise specified herein, this Agreement is binding upon each of the parties' respective legal predecessors, successors,

executors, assigns, fiduciaries, heirs, spouses, or any other party or person who may succeed to their interests. Each of the parties warrants that he, she, or it has the legal right and authority, to the fullest extent of the law, including by exercising any and all legal and equitable rights and powers on behalf of any entity, to enter into this Agreement and to bind the person or party on whose behalf he, she, or it signs.

19. **Entire Agreement.** This Agreement including any attachments hereto contains the full, entire and complete agreement between the parties hereto. This Agreement supersedes all prior agreements, negotiations, and understandings, whether written or oral, between the parties concerning the subject matter of this Agreement. Each of the parties acknowledges to the others that none of them nor any agent of any of them has made any promise, representation or warranty whatsoever, express or implied, written or oral, not contained herein concerning the subject matter hereof to induce him, her, or it to execute this Agreement, and each of the parties acknowledges that he, she or it has not executed this Agreement in reliance on any promise, representation or warranty not expressly contained or referenced in this Agreement.

20. **Modification of Agreement.** It is further agreed that this Agreement shall not be modified or amended except by an instrument in writing signed by the Releasors, Releasees, and CBC.

21. **Consultation with Attorney.** It is further understood, acknowledged and agreed that the parties hereto acknowledge that they have executed this Agreement in consultation with their attorney.

22. **Retention of Claims.** Notwithstanding any other term or provision herein, Plaintiffs retain all claims against all other parties except the release given herein solely in favor of Releasees and Hernandez Defendants.

It is further acknowledged and agreed that this Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, purchasers, assigns, estates of, and all successors in interest to the Releasors, Releasees, and CBC and all other beneficiaries to this Agreement.

IN WITNESS WHEREOF the undersigned have hereunto set their hands and seals to

this Agreement as follows:

BY: Palmetto Pointe at Peas Island Condominium
Property Owners Association, Inc.

WITNESSES:

ITS: President, PPCPOA - Inc

Date: 4/23/2019

[Signature]
[Signature]

I, Justin Lucy, as attorney for Palmetto Pointe at Peas Island Condominium
Property Owners Association, Inc., hereby execute this agreement only for the purposes of Rule
43(k), SCRPC.

[Signature]
Counsel for Palmetto Pointe at Peas Island
Condominium Property Owners Association, Inc.

4/23/19
Date

BY: Jack Love, Individually, and on behalf
of others similarly situated

WITNESSES:

Date: _____

STATE OF _____, COUNTY OF _____

I, _____, as attorney for Jack Love, Individually, and on behalf of others
similarly situated, hereby execute this agreement only for the purposes of Rule 43(k), SCRPC.

Counsel for Jack Love, Individually,
and on behalf of others similarly situated

Date

IN WITNESS WHEREOF the undersigned have hereunto set their hands and seals to
this Agreement as follows:

BY: Palmetto Pointe at Peas Island Condominium
Property Owners Association, Inc.

WITNESSES:

ITS: _____

Date: _____

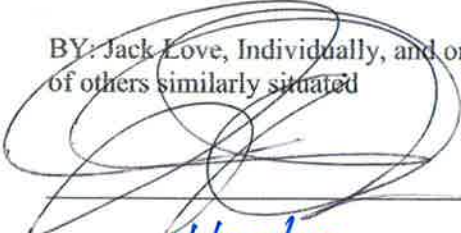
I, _____, as attorney for Palmetto Pointe at Peas Island Condominium
Property Owners Association, Inc., hereby execute this agreement only for the purposes of Rule
43(k), SCRPC.

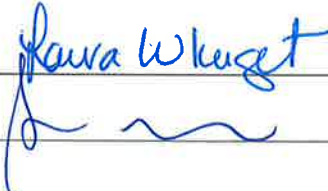
Counsel for Palmetto Pointe at Peas Island
Condominium Property Owners Association, Inc.

Date

BY: Jack Love, Individually, and on behalf
of others similarly situated

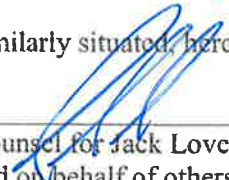
WITNESSES:


Date: 4/23/19



STATE OF South Carolina, COUNTY OF Charleston

I, Justin Lucy, as attorney for Jack Love, Individually, and on behalf of others
similarly situated, hereby execute this agreement only for the purposes of Rule 43(k), SCRPC.


Counsel for Jack Love, Individually,
and on behalf of others similarly situated

4/23/19
Date

I, Josh Evans, as counsel for the Palmetto Pointe condominium owners and all named Plaintiffs in this lawsuit, hereby certify that all owners of all 40 units at Palmetto Pointe, that were the subject of the above-referenced litigation, assigned all of their individual rights and claims they have and/or may have had as part of this litigation to the Palmetto Pointe at Peas Island Condominium Property Owners Association, Inc.

 for Josh Evans (with permission) 4/23/19
Josh Evans, Esquire Date

BY: American Residential Services, LLC
d/b/a ARS/Rescue Rooter Charleston

WITNESSES:


ITS: Sr VP CFO
Date: 4.25.2019



STATE OF _____, COUNTY OF _____

I, F. Cordes Ford III as attorney for American Residential Services, LLC d/b/a
ARS/Rescue Rooter Charleston, hereby execute this agreement only for the purposes of Rule
43(k), SCRPC.


Counsel for American Residential Services, LLC
d/b/a ARS/Rescue Rooter Charleston

April 25, 2019
Date

BY: Martin Barr d/b/a Port City Structured
Wiring

WITNESSES:

Chris Adams w/ permission

ITS: Attorney

Date: 4/23/19

STATE OF South Carolina, COUNTY OF Charleston

I, Chris Adams, as attorney for Martin Barr d/b/a Port City Structured Wiring,
hereby execute this agreement only for the purposes of Rule 43(k), *SCRCP*.

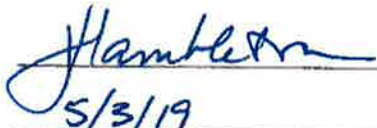
Chris Adams
Counsel for Martin Barr d/b/a Port City
Structured Wiring

4/23/19
Date

BY: Liliana Rojas Flores

WITNESSES:


TTS: Suzanne Detras
Attorney
Date: 5/3/19


5/3/19

STATE OF South Carolina COUNTY OF Charleston

I, Suzanne Detras as attorney for Liliana Rojas Flores, hereby executes this agreement only for the purposes of Rule 43(k), SCRPC.


Counsel for Liliana Rojas Flores

5/3/19
Date

BY: Keller Electric, LLC

Terry L. Keller
ITS: Owner
Date: 5-2-19

WITNESSES:

Jalene Keller
Terry L. Keller

STATE OF South Carolina, COUNTY OF Richland,

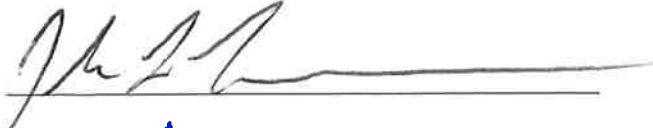
I, [Signature], as attorney for Keller Electric, LLC, hereby execute this agreement
only for the purposes of Rule 43(k), *SCRCP*.

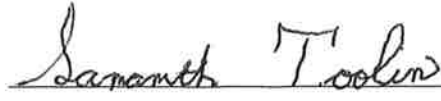
[Signature]
Counsel for Keller Electric, LLC

5-3-19
Date

BY: John Toolin d/b/a John F. Toolin Heat and Air

WITNESSES:


ITS: Owner


BARBARA GUERARD

Date: 5/15/2019

STATE OF Florida, COUNTY OF Pinellas

I, Hunter Janus, as attorney for John Toolin d/b/a John F. Toolin Heat and Air
hereby execute this agreement only for the purposes of Rule 43(k), *SCRCP*.

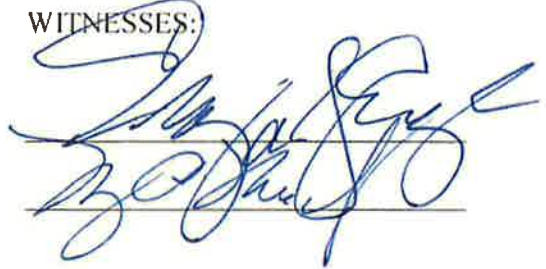

Counsel for John Toolin d/b/a John F. Toolin
Heat and Air

May 14, 2019
Date

BY: Russell "Rusty" Hill d/b/a Rusty's Heating & Air

WITNESSES:





ITS: attorney

Date: 4/30/2019

STATE OF South Carolina, COUNTY OF Charleston

I, Bachman Smith, as attorney for Russell "Rusty" Hill d/b/a Rusty's Heating & Air,
hereby execute this agreement only for the purposes of Rule 43(k), SCRPC.


Counsel for Russell "Rusty" Hill d/b/a Rusty's
Heating & Air

4/30/2019
Date

for Case No. 2015-CP-10-0955

BY: Warren Anderson

WITNESSES:

Elin J. Joseph Warren Anderson

Jennifer Canaday

ITS: Attorney through Attorney Elin J.

Date: April 24, 2019

STATE OF South Carolina, COUNTY OF Beaufort

I, Elin J. Joseph, as attorney for Warren Anderson, hereby execute this agreement
only for the purposes of Rule 43(k), *SCRCP*.

Elin J. Joseph
Counsel for Warren Anderson

April 24, 2019
Date

BY: Complete Building Corporation

WITNESSES:

Ernest A. Kendall

ITS: With express permission of Vic Apant

Date: 5/22/19

STATE OF South Carolina, COUNTY OF Richland

I, Ernest Kendall, as attorney for Complete Building Corporation, hereby execute this agreement only for the purposes of Rule 43(k), SCRPC.

Ernest A. Kendall

Counsel for Complete Building Corporation

5/22/19

Date

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF CHARLESTON) NINTH JUDICIAL CIRCUIT

PALMETTO POINTE AT PEAS ISLAND) CASE NO. 2015-CP-10-0955
CONDOMINIUM PROPERTY OWNERS)
ASSOCIATION, INC. AND JACK LOVE,)
INDIVIDUALLY, AND ON BEHALF OF)
ALL OTHERS SIMILARLY SITUATED,)

Plaintiffs,)

VS.)

ISLAND POINTE, LLC; COMPLETE)
BUILDING CORPORATION; TRI-COUNTY)
ROOFING, INC.; CREEKSIDE, INC.;)
AMERICAN RESIDENTIAL SERVICES, LLC)
D/B/A ARS/RESCUE ROOTER)
CHARLESTON; ANDERSEN WINDOWS,)
INC.; ATLANTIC BUILDING)
CONSTRUCTION SERVICES, INC. N/K/A)
ATLANTIC CONSTRUCTION SERVICES,)
INC.; BUILDER SERVICES GROUP, INC.)
D/B/A GALE CONTRACTOR SERVICES;)
NOVUS ARCHITECTS, INC., F/K/A SGM)
ARCHITECTS, INC.; TALLENT AND SONS,)
INC.; W C SERVICES, INC.; CRG)
ENGINEERING, INC.; CERTAINTED)
CORPORATION; KELLY FLOORING)
PRODUCTS, INC., D/B/A CARPET)
BAGGERS; CORNERSTONE)
CONSTRUCTION AND MARK MALLOY)
D/B/A CORNERSTONE CONSTRUCTION;)
MIRACLE SIDING, LLC AND WILSON)
LUCAS SALES D/B/A MIRACLE SIDING,)
LLC; MARK PALPOINT A/K/A MICAH)
PALPOINT; ELROY ALONZO VASQUEZ;)
CHRIS A/K/A JOHN DOE 61; ALDERMAN)
CONSTRUCTION; STANLEY'S VINYL)
FENCE DESIGNS; COHEN'S DRYWALL)
COMPANY, INC.; MOSELY CONCRETE;)
HAND A FRAMING CONSTRUCTION, LLC)
A/K/A H&A FRAMING CONSTRUCTION,)
LLC AND D/B/AH AND A FRAMING, LLC,)
H&A CONSTRUCTION, AND HAND A)

**SETTLEMENT AGREEMENT AND
MUTUAL RELEASE AS TO
ATLANTIC BUILDING
CONSTRUCTION SERVICES, INC.
N/K/A ATLANTIC CONSTRUCTION
SERVICES, INC**

CONSTRUCTION; JMC CONSTRUCTION,
INC.; JMC CONSTRUCTION, LLC; JOHN
DOE 1-15,

Defendants.

COMPLETE BUILDING CORPORATION,
INC.,

Third-Party Plaintiff,

VS.

LEONARD T. BROWNE AND
CHRISTOPHER N. UNION,

Third-Party Defendants.

CREEKSIDE, INC.,

Third-Party Plaintiff,

VS.

CHRISTOPHER N. UNION,

Third-Party Defendant.

AMERICAN RESIDENTIAL SERVICES, LLC,

Third-Party Plaintiff,

VS.

VICTOR HUGO HERNANDEZ; HERNANDEZ
ELECTRIC, LLC; LILIANA ROJAS FLORES;
MARTIN BARR D/B/A PORT CITY
STRUCTURED WIRING; KELLER
ELECTRIC, LLC; JOHN TOOLIN D/B/A
JOHN F. TOOLIN HEAT AND AIR; RUSSELL
"RUSTY" HILL D/B/A RUSTY'S HEATING &
AIR; and WARREN ANDERSON,

Third-Party Defendants.

This Settlement Agreement, Receipt, Mutual Release and Agreement to Indemnify (referred to herein as the "Agreement") is entered on the date set forth below by and among the Plaintiffs, Palmetto Pointe At Peas Island Condominium Property Owners Association, Inc. (hereinafter occasionally referred to as the "COA") and Jack Love, on behalf of themselves and all owners of condominium units at the Project, their successors, purchasers, heirs, executors, administrators, employees, contractors, members and assigns (referred to collectively herein as "Plaintiffs" or "Releasers"), Defendant Atlantic Building Construction Services, Inc. n/k/a Atlantic Construction Services, Inc (referred to herein as "Releasee") and Defendant Complete Building Corporation ("CBC").

RECITALS

WHEREAS the above captioned action arises out of Plaintiffs filing a Complaint (Case No. 2015-CP-10-0955) in the Charleston County Court of Common Pleas against certain Defendants, seeking damages allegedly caused by and/or related to construction and/or product deficiencies and other conditions arising from or related to the construction, renovation, repair, sale and/or marketing of the condominium project known as "Palmetto Pointe at Peas Island," located at Folly Creek Way in Charleston County, South Carolina (referred to herein as the "Project") and which is more fully described in Plaintiffs' Complaint; and

WHEREAS one hundred percent (100%) of the Palmetto Pointe condominium owners have assigned their interests and claims relating to this suit to the COA; and,

WHEREAS Plaintiffs asserted claims against Releasee for supplying materials and installing framing, metal fabrications, rough carpentry, metal plate connected wood trusses, weather resistant barriers, sheet metal flashing and trim, joint sealants, and wood windows and doors, among other work and products, by filing the Complaint and any amendments thereto, seeking damages from Releasee allegedly caused by and/or related to construction and/or

product deficiencies and other conditions arising from or related to the sale, marketing, construction, renovation or repair of the Project and which is more fully described in the Plaintiffs' pleadings, the allegations of which are incorporated herein by reference; and

WHEREAS Plaintiffs claim that some of the damages and deficiencies at or related to the Project are attributable to the work or materials of Releasee and claims that the actions and/or omissions of Releasee are the direct and proximate cause of damage to the Project and/or to the Plaintiffs, as more fully set forth in the pleadings filed in the above captioned action; and

WHEREAS the Releasee and CBC have denied their work, products and/or materials supplied to the Project were defective or deficient and further deny their work, product and/or material supplied to the Project were in any way a direct or proximate cause of any damage or loss to the Project or Plaintiffs herein; and

WHEREAS, in order to avoid the costs of expensive and protracted litigation and in exchange for the mutual promises and consideration set forth herein, the undersigned do hereby agree as follows:

1. **Incorporation of Recitals.** The Recitals and other statements set forth above are hereby incorporated into and made a part of the terms and conditions of this Agreement by reference as if stated herein verbatim.

2. **Intent of Scope of Mutual Release.** For and in consideration of the terms herein, the parties to this Agreement contemplate a complete and final settlement of all claims that have been, could have been or could be asserted in the future by Releasors against Releasee arising from or related in any way to damage allegedly related to work performed at or materials or products supplied to the Project, including all damages resulting therefrom, not known or hereinafter arising.

3. **Payment to Plaintiffs.** Plaintiffs will be paid the total sum of Seven Hundred Thousand Dollars (\$700,000) (referred to herein as the "Settlement Amount") by or on behalf of Releasee. Payment of the Settlement Amount by check shall be made payable to Justin O'Toole Lucey, P.A., as attorney for Palmetto Pointe at Peas Island Condominium Property Owners Association, Inc., and tendered to Plaintiffs' counsel not later than thirty (30) calendar days following full and correct execution of this Agreement by Plaintiffs. Payment of the Settlement Amount is expressly contingent upon the full and correct execution of this Agreement by Plaintiffs. The payment of the Settlement Amount shall be held in escrow by Plaintiffs' counsel until an Order is entered dismissing Releasee from the above captioned action, with prejudice.

4. **Indemnification.** The COA shall defend, indemnify and hold harmless Releasee, its successors, heirs, executors, administrators, employees, parent companies, contractors, insurers, sureties and assigns from any and all claims made by, through, under, or on behalf of the COA, and from any and all claims made by, through, under, or on behalf of any member of the COA, regardless of whether the damages are fully known or unknown at this time. This obligation shall include, but is not limited to, the obligation to defend any such claims or, upon failure thereof, to pay the attorney's fees incurred by Releasee in defense of such claims.

5. **Release of Claims against Releasee.** For and in consideration of the payment of the Settlement Amount, the sufficiency of the Settlement Amount being hereby acknowledged, the Releasors, on behalf of ourselves, our successors, our purchasers, our heirs, our executors, our administrators, our employees, our contractors, our insurers, our sureties and our assigns, do hereby RELEASE, REMISE, ACQUIT AND FOREVER DISCHARGE Releasee, its successors, predecessors, parent companies, subsidiaries, affiliates, heirs, executors, administrators, employees, contractors, insurers, sureties, attorneys and assigns, of and from any and all causes of action, claims, demands, costs, suits at law, suits in equity, workers compensation claims,

judgments, liens, costs, expenses, loss of service, loss of companionship, loss of society, loss of use and all claims of any nature and kind whatsoever, for personal or bodily injury, property damage, or otherwise, known or unknown, foreseen and unforeseen, which the Releasors have or may in the future be entitled to have against Releasee, which are on account of, are in any way related to, and/or that arise out of the work performed and/or materials or products manufactured, supplied, or used in the construction of the Project (the "Released Scope of Work"). The Releasors further acknowledge and expressly agree, as consideration and inducement for this settlement, that this Agreement shall apply to unknown and unanticipated injuries and damages, as well as those now disclosed.

6. **CBC's Release of Claims against Releasee.** For and in consideration of the payment of the Settlement Amount by or on behalf of the Releasee, and the promises set forth herein, CBC, on behalf of itself, its successors, predecessors, parent companies, subsidiaries, affiliates, heirs, executors, administrators, employees, contractors, insurers, sureties and assigns, does hereby RELEASE, REMISE, ACQUIT AND FOREVER DISCHARGE Releasee, its successors, predecessors, parent companies, subsidiaries, affiliates, heirs, executors, administrators, employees, contractors, insurers, sureties and assigns of and from any and all causes of action, claims, demands, subrogation, costs, suits at law, suits in equity, workers compensation claims, judgments, liens, costs, expenses, loss of service, loss of companionship, loss of society, loss of use and all claims of any nature and kind whatsoever, for personal or bodily injury, property damage, or otherwise, known or unknown, foreseen and unforeseen, which CBC has or may in the future be entitled to have against Releasee, which are on account of, are in any way related to, and/or that arise out of the Released Scope of Work and/or the above captioned action. CBC further acknowledges and expressly agrees, as consideration and inducement for this settlement, that this Release shall apply to unknown and unanticipated injuries and damages resulting from

the Released Scope of Work and/or the above captioned action, as well as those now disclosed. In consideration of this release, Plaintiffs agree to provide CBC a credit or offset against a verdict arising under this action equal to the Settlement Amount unless the damages relative to this Releasee are removed from Plaintiffs' repair estimate(s).

7. **Releasee's Release of Claims against Releasor and CBC.** For and in consideration of the promises set forth herein, Releasee, on behalf of itself, its successors, predecessors, parent companies, subsidiaries, affiliates, heirs, executors, administrators, employees, contractors, insurers sureties and assigns, does hereby RELEASE, REMISE, ACQUIT AND FOREVER DISCHARGE Releasor and CBC, their successors, predecessors, parent companies, subsidiaries, affiliates, heirs, executors, administrators, employees, contractors, attorneys, insurers, sureties and assigns of and from any and all causes of action, claims, demands, costs, suits at law, suits in equity, workers compensation claims, judgments, liens, costs, expenses, loss of service, loss of companionship, loss of society, loss of use and all claims of any nature and kind whatsoever, for personal or bodily injury, property damage, or otherwise, known or unknown, foreseen and unforeseen, which Releasee has or may in the future be entitled to have against Releasor or CBC, which are on account of, are in any way related to, and/or that arise out of the Released Scope of Work and/or the above captioned action. Releasee further acknowledges and expressly agrees, as consideration and inducement for this settlement, that this Release shall apply to unknown and unanticipated injuries and damages resulting from the Released Scope of Work and/or the above captioned action, as well as those now disclosed. Releasee further releases any and all claims of any nature or kind against CBC'S insurance carriers and policies related to the Project.

8. **Order or Stipulation of Dismissal.** By executing this Agreement and accepting the Settlement Amount, Releasors and CBC agree to dismiss, release, abandon and forever end, with prejudice, any and all claims they have or could have asserted against Releasee on account

of, arising from or related in any way to the Released Scope of Work, including any claims for costs and/or attorney's fees; and Releasee agrees to dismiss with prejudice any actual or potential cross-claims against CBC. All claims released herein by Releasors and/or CBC against Releasee are to be dismissed with prejudice. Accordingly, Releasors, Releasee and CBC agree, following Plaintiffs' receipt of the Settlement Amount, to execute, consent to and/or submit an Order or Stipulation of Dismissal, with prejudice, for the purpose of dismissing, releasing, abandoning and forever ending any and all claims asserted or any claims, known or unknown, that could have been asserted in the above captioned action against Releasee, including any claims for attorney's fees; and dismissing, abandoning, releasing and/or forever ending any actual or potential cross claims between Releasee and CBC. The Releasors, CBC, and Releasee do hereby grant unto their attorneys, full and complete authority to consent to such order or stipulation as may be necessary to dismiss and forever end the claims mutually released herein, with prejudice.

9. **Affirmation of Non-Assignment of Rights or Claims.** By executing this Agreement, all parties expressly acknowledge and represent to each other that at the time of execution, except as to the homeowner assignments referenced above, they have not assigned any of their rights, claims or interests related in any way whatsoever to the Project, the above captioned action, and/or the Released Scope of Work that they had in the past, currently have or may in the future have against any party, entity or individual released by and through this Agreement. All parties to this Agreement expressly acknowledge that this affirmation of non-assignment constitutes an essential part of this Agreement and is necessary to effectuate the mutual release of the parties, entities and individuals as contemplated herein.

10. **Non-Admission of Liability.** This Agreement, the payment and/or acceptance of monies and any negotiations, discussions or proceedings in connection therewith, shall not be construed as an admission, evidence or concession by any party of any liability, wrongdoing or

misconduct of any kind by any party to this Agreement, which is expressly and specifically denied on the part of Releasee and CBC. In consideration of the payment of the Settlement Amount and the terms and conditions herein, the parties to this Agreement agree that this settlement is intended to terminate a specific controversy between the Releasors and Releasee and between Releasee and CBC to avoid further litigation between them and for Releasee to buy its peace.

11. **Joint Drafting.** Respective counsel for each party hereto has participated in the negotiation of, read, and approved each and every term, and all of the language, of this Agreement, and each of the parties agrees that the identity of the drafter of any particular term or provision shall have no effect on the interpretation of this Agreement. The language of this Agreement shall be construed as a whole according to its reasonable meaning, and not for or against any of the parties based upon the authorship of any part of this Agreement.

12. **Governing law, Venue and Construction.** This Agreement shall be governed by and construed and interpreted under the laws of the state of South Carolina. Any disagreement regarding settlement documents shall be submitted to either a mutually agreed upon mediator or the Charleston County Circuit Court judge for final and binding resolution.

13. **Representations and Warranties.** The parties represent and warrant that they have read and understand this Agreement. Each of the parties has made such investigation of the facts pertaining to this Agreement and of all other matters pertaining hereto as they deem necessary and appropriate. The parties warrant that each of the following propositions is true and correct: (i) they entered into this Agreement only after carefully reviewing it with counsel or, if they did not have counsel, they understand and accept each and every term hereof; (ii) they entered into this Agreement without any coercion and under no duress of any kind; (iii) this Agreement reflects the conclusion of each of the parties that this Agreement is in his, her, or its

own best interest; and, (iv) except as expressly provided herein, the parties do not intend this Agreement to confer upon any person or entity who is not a party hereto, or expressly referenced in the release provision hereof, any rights or remedies. The parties represent and warrant that each signatory hereto has the full right and authority to enter into this Agreement and bind the party on whose behalf he, she, or it has executed this Agreement. The parties represent and warrant that none of them has assigned or transferred to any person any claim, interest, matter, or any part or portion thereof, released pursuant to this Agreement.

14. **Waiver/Severability.** The parties agree that no waiver by any party of any particular provision or right under this Agreement shall be deemed to be a waiver of any other provision or right hereunder.

15. **Legal Fees and Costs.** Each of the parties is responsible for his, her or its own legal fees and costs, including but not limited to expert costs and costs of the mediator, arising from the matters, claims and issues mutually released herein, the above captioned action, the Released Scope of Work and/or of negotiating this Agreement.

16. **Execution in Counterparts.** This Agreement may be executed in counterparts which, when taken together with all other counterparts, shall constitute one complete document. Signatures and initials that are transmitted via facsimile or other electronic means shall have the same force and effect as original initials and signatures penned in ink. Copies of original execution pages of this Agreement shall have the same force and effect as the originals.

17. **Binding Nature of the Agreement.** Except as otherwise specified herein, this Agreement is binding upon each of the parties' respective legal predecessors, successors, executors, assigns, fiduciaries, heirs, spouses, or any other party or person who may succeed to their interests. Each of the parties warrants that he, she, or it has the legal right and authority, to the fullest extent of the law, including by exercising any and all legal and equitable rights and

powers on behalf of any entity, to enter into this Agreement and to bind the person or party on whose behalf he, she, or it signs.

18. **Entire Agreement.** This Agreement including any attachments hereto contains the full, entire and complete agreement between the parties hereto. This Agreement supersedes all prior agreements, negotiations, and understandings, whether written or oral, between the parties concerning the subject matter of this Agreement. Each of the parties acknowledges to the others that none of them nor any agent of any of them has made any promise, representation or warranty whatsoever, express or implied, written or oral, not contained herein concerning the subject matter hereof to induce him, her, or it to execute this Agreement, and each of the parties acknowledges that he, she or it has not executed this Agreement in reliance on any promise, representation or warranty not expressly contained or referenced in this Agreement.

19. **Modification of Agreement.** It is further agreed that this Agreement shall not be modified or amended except by an instrument in writing signed by the Releasors, Releasee, and CBC.

20. **Consultation with Attorney.** It is further understood, acknowledged and agreed that the parties hereto acknowledge that they have executed this Agreement in consultation with their attorney.

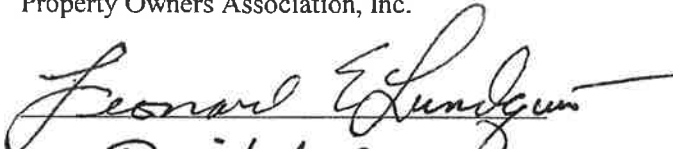
21. **Retention of Claims.** Notwithstanding any other term or provision herein, Plaintiffs retain all claims against all other parties except the release given herein solely in favor of Releasee.

It is further acknowledged and agreed that this Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, purchasers, assigns, estates of, and all successors in interest to the Releasors, Releasee, and CBC and all other beneficiaries to this Agreement.

IN WITNESS WHEREOF the undersigned have hereunto set their hands and seals to
this Agreement as follows:

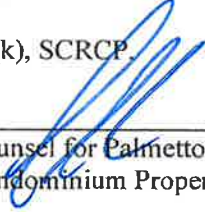
BY: Palmetto Pointe at Peas Island Condominium
Property Owners Association, Inc.

WITNESSES:


ITS: President PPCPOA, Inc.



I, 4-12-2019, as attorney for Palmetto Pointe at Peas Island Condominium
Justin Lovey
Property Owners Association, Inc., hereby execute this agreement only for the purposes of Rule
43(k), SCRPC.


Counsel for Palmetto Pointe at Peas Island
Condominium Property Owners Association, Inc.

BY: Jack Love, Individually, and on behalf
of others similarly situated

WITNESSES:

STATE OF _____, COUNTY OF _____

I, _____, as attorney for Jack Love, Individually, and on behalf of others
similarly situated, hereby execute this agreement only for the purposes of Rule 43(k), SCRPC.

Counsel for Jack Love, Individually,
and on behalf of others similarly situated

IN WITNESS WHEREOF the undersigned have hereunto set their hands and seals to

this Agreement as follows:

BY: Palmetto Pointe at Peas Island Condominium
Property Owners Association, Inc.

WITNESSES:

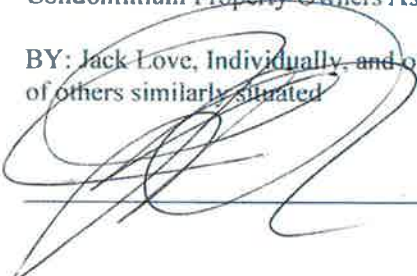
ITS: _____

I, _____, as attorney for Palmetto Pointe at Peas Island Condominium
Property Owners Association, Inc., hereby execute this agreement only for the purposes of Rule
43(k), SCRCP.

Counsel for Palmetto Pointe at Peas Island
Condominium Property Owners Association, Inc.

BY: Jack Love, Individually, and on behalf
of others similarly situated

WITNESSES:





STATE OF South Carolina, COUNTY OF Charleston

I, Justin Lucey, as attorney for Jack Love, Individually, and on behalf of others
similarly situated, hereby execute this agreement only for the purposes of Rule 43(k), SCRCP.

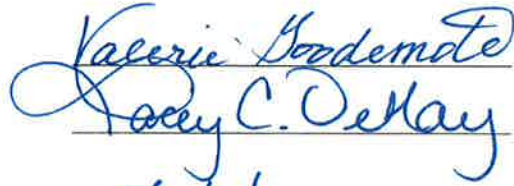
Counsel for Jack Love, Individually,
and on behalf of others similarly situated

BY: Atlantic Building Construction Services, Inc.
n/k/a Atlantic Construction Services, Inc.

WITNESSES:



ITS: President



STATE OF South Carolina, COUNTY OF Charleston

I, Michael E. Wright, as attorney for Atlantic Building Construction Services, Inc. n/k/a Atlantic Construction Services, Inc. hereby execute this agreement only for the purposes of Rule 43(k), SCRPC.



Counsel for Atlantic Building Construction Services, Inc.
n/k/a Atlantic Construction Services, Inc

C/A 2015-CP-10-0955

Settlement Agreement w/ PP, Atlantic - CBC

BY: Complete Building Corporation

WITNESSES:

Everett A. Kendall, Jr.

ITS: Attorney w/ express power

STATE OF Richland SC, COUNTY OF Richland

I, Everett Kendall, as attorney for Complete Building Corporation, hereby execute this agreement only for the purposes of Rule 43(k), SCRPC.

Everett A. Kendall, Jr.

Counsel for Complete Building Corporation

April 5, 2019

STATE OF SOUTH CAROLINA

) IN THE COURT OF COMMON PLEAS

COUNTY OF CHARLESTON

) NINTH JUDICIAL CIRCUIT

PALMETTO POINTE AT PEAS ISLAND
CONDOMINIUM PROPERTY OWNERS
ASSOCIATION, INC. AND JACK LOVE,
INDIVIDUALLY, AND ON BEHALF OF
ALL OTHERS SIMILARLY SITUATED,

) CASE NO. 2015-CP-10-0955

Plaintiffs,

VS.

ISLAND POINTE, LLC; COMPLETE
BUILDING CORPORATION; TRI-COUNTY
ROOFING, INC.; CREEKSIDE, INC.;
AMERICAN RESIDENTIAL SERVICES, LLC)
D/B/A ARS/RESCUE ROOTER)
CHARLESTON; ANDERSEN WINDOWS,)
INC.; ATLANTIC BUILDING)
CONSTRUCTION SERVICES, INC. N/K/A)
ATLANTIC CONSTRUCTION SERVICES,)
INC.; BUILDER SERVICES GROUP, INC.)
D/B/A GALE CONTRACTOR SERVICES;)
NOVUS ARCHITECTS, INC., F/K/A SGM)
ARCHITECTS, INC.; TALLENT AND SONS,)
INC.; W C SERVICES, INC.; CRG)
ENGINEERING, INC.; CERTAINTED)
CORPORATION; KELLY FLOORING)
PRODUCTS, INC., D/B/A CARPET)
BAGGERS; CORNERSTONE)
CONSTRUCTION AND MARK MALLOY)
D/B/A CORNERSTONE CONSTRUCTION;)
MIRACLE SIDING, LLC AND WILSON)
LUCAS SALES D/B/A MIRACLE SIDING,)
LLC; MARK PALPOINT A/K/A MICAH)
PALPOINT; ELROY ALONZO VASQUEZ;)
CHRIS A/K/A JOHN DOE 61; ALDERMAN)
CONSTRUCTION; STANLEY'S VINYL)
FENCE DESIGNS; COHEN'S DRYWALL)
COMPANY, INC.; MOSELY CONCRETE;)
HAND A FRAMING CONSTRUCTION, LLC)
A/K/A H&A FRAMING CONSTRUCTION,)
LLC AND D/B/AH AND A FRAMING, LLC,)
H&A CONSTRUCTION, AND HAND A)

**SETTLEMENT AGREEMENT AND
MUTUAL RELEASE AS TO
BUILDER SERVICES GROUP, INC.
D/B/A GALE CONTRACTOR SERVICES**



CONSTRUCTION; JMC CONSTRUCTION,)
INC.; JMC CONSTRUCTION, LLC; JOHN)
DOE 1-15,)

Defendants.)

COMPLETE BUILDING CORPORATION,)
INC.,)

Third-Party Plaintiff,)

VS.)

LEONARD T. BROWNE AND)
CHRISTOPHER N. UNION,)

Third-Party Defendants.)

CREEKSIDE, INC.,)

Third-Party Plaintiff,)

VS.)

CHRISTOPHER N. UNION,)

Third-Party Defendant.)

AMERICAN RESIDENTIAL SERVICES, LLC,)

Third-Party Plaintiff,)

VS.)

VICTOR HUGO HERNANDEZ; HERNANDEZ)
ELECTRIC, LLC; LILIANA ROJAS FLORES;)
MARTIN BARR D/B/A PORT CITY)
STRUCTURED WIRING; KELLER)
ELECTRIC, LLC; JOHN TOOLIN D/B/A)
JOHN F. TOOLIN HEAT AND AIR; RUSSELL)
"RUSTY" HILL D/B/A RUSTY'S HEATING &)
AIR; and WARREN ANDERSON,)

Third-Party Defendants.)

This Settlement Agreement, Receipt, Mutual Release and Agreement to Indemnify (referred to herein as the "Agreement") is entered on the date set forth below by and among the Plaintiffs, Palmetto Pointe At Peas Island Condominium Property Owners Association, Inc. (hereinafter occasionally referred to as the "COA") and Jack Love, on behalf of themselves and all owners of condominium units at the Project, their successors, purchasers, heirs, executors, administrators, employees, contractors, members and assigns (referred to collectively herein as "Plaintiffs" or "Releasers"), Defendant Builder Services Group, Inc. d/b/a Gale Contractor Services (referred to herein as "Releasee") and Defendant Complete Building Corporation ("CBC").

RECITALS

WHEREAS the above captioned action arises out of Plaintiffs filing a Complaint (Case No. 2015-CP-10-0955) in the Charleston County Court of Common Pleas against certain Defendants, seeking damages allegedly caused by and/or related to construction and/or product deficiencies and other conditions arising from or related to the construction, renovation, repair, sale and/or marketing of the condominium project known as "Palmetto Pointe at Peas Island," located at Folly Creek Way in Charleston County, South Carolina (referred to herein as the "Project") and which is more fully described in Plaintiffs' Complaint; and

WHEREAS one hundred percent (100%) of the Palmetto Pointe condominium owners have assigned their interests and claims relating to this suit to the COA; and,

WHEREAS Plaintiffs asserted claims against Releasee for supplying and installing fireplaces, among other work, by filing the Complaint and any amendments thereto, seeking damages from Releasee allegedly caused by and/or related to construction and/or product deficiencies and other conditions arising from or related to the sale, marketing, construction,

renovation or repair of the Project and which is more fully described in the Plaintiffs' pleadings, the allegations of which are incorporated herein by reference; and

WHEREAS Plaintiffs claim that some of the damages and deficiencies at or related to the Project are attributable to the work or materials of Releasee and claims that the actions and/or omissions of Releasee are the direct and proximate cause of damage to the Project and/or to the Plaintiffs, as more fully set forth in the pleadings filed in the above captioned action; and

WHEREAS the Releasee and CBC have denied their work, products and/or materials supplied to the Project were defective or deficient and further deny their work, product and/or material supplied to the Project were in any way a direct or proximate cause of any damage or loss to the Project or Plaintiffs herein; and

WHEREAS, in order to avoid the costs of expensive and protracted litigation and in exchange for the mutual promises and consideration set forth herein, the undersigned do hereby agree as follows:

1. **Incorporation of Recitals.** The Recitals and other statements set forth above are hereby incorporated into and made a part of the terms and conditions of this Agreement by reference as if stated herein verbatim.

2. **Intent of Scope of Mutual Release.** For and in consideration of the terms herein, the parties to this Agreement contemplate a complete and final settlement of all claims that have been, could have been or could be asserted in the future by Releasors against Releasee arising from or related in any way to damage allegedly related to work performed at or materials or products supplied to the Project, including all damages resulting therefrom, not known or hereinafter arising.

3. **Payment to Plaintiffs.** Plaintiffs will be paid the total sum of seventy-five thousand dollars (\$22,500) (referred to herein as the "Settlement Amount") by or on behalf of

Releasee. Payment of the Settlement Amount by check shall be made payable to Justin O'Toole Lucey, P.A., as attorney for Palmetto Pointe at Peas Island Condominium Property Owners Association, Inc., and tendered to Plaintiffs' counsel not later than thirty (30) calendar days following full and correct execution of this Agreement by Plaintiffs. Payment of the Settlement Amount is expressly contingent upon the full and correct execution of this Agreement by Plaintiffs. The payment of the Settlement Amount shall be held in escrow by Plaintiffs' counsel until an Order is entered dismissing Releasee from the above captioned action, with prejudice.

4. **Indemnification.** The COA shall defend, indemnify and hold harmless Releasee, its successors, heirs, executors, administrators, employees, parent companies, contractors, insurers, sureties and assigns from any and all claims made by, through, under, or on behalf of the COA, and from any and all claims made by, through, under, or on behalf of any member of the COA, regardless of whether the damages are fully known or unknown at this time. This obligation shall include, but is not limited to, the obligation to defend any such claims or, upon failure thereof, to pay the attorney's fees incurred by Releasee in defense of such claims.

5. **Release of Claims against Releasee.** For and in consideration of the payment of the Settlement Amount, the sufficiency of the Settlement Amount being hereby acknowledged, the Releasers, on behalf of ourselves, our successors, our purchasers, our heirs, our executors, our administrators, our employees, our contractors, our insurers, our sureties and our assigns, do hereby RELEASE, REMISE, ACQUIT AND FOREVER DISCHARGE Releasee, its successors, predecessors, parent companies, subsidiaries, affiliates, heirs, executors, administrators, employees, contractors, insurers, sureties, attorneys and assigns, of and from any and all causes of action, claims, demands, costs, suits at law, suits in equity, workers compensation claims, judgments, liens, costs, expenses, loss of service, loss of companionship, loss of society, loss of use and all claims of any nature and kind whatsoever, for personal or bodily injury, property

damage, or otherwise, known or unknown, foreseen and unforeseen, which the Releasors have or may in the future be entitled to have against Releasee, which are on account of, are in any way related to, and/or that arise out of the work performed and/or materials or products manufactured, supplied, or used in the construction of the Project (the "Released Scope of Work"). The Releasors further acknowledge and expressly agree, as consideration and inducement for this settlement, that this Agreement shall apply to unknown and unanticipated injuries and damages, as well as those now disclosed.

6. **CBC's Release of Claims against Releasee.** For and in consideration of the payment of the Settlement Amount by or on behalf of the Releasee, and the promises set forth herein, CBC, on behalf of itself, its successors, predecessors, parent companies, subsidiarics, affiliates, heirs, executors, administrators, employees, contractors, insurers, sureties and assigns, does hereby RELEASE, REMISE, ACQUIT AND FOREVER DISCHARGE Releasee, its successors, predecessors, parent companies, subsidiaries, affiliates, heirs, executors, administrators, employees, contractors, insurers, sureties and assigns of and from any and all causes of action, claims, demands, subrogation, costs, suits at law, suits in equity, workers compensation claims, judgments, liens, costs, expenses, loss of service, loss of companionship, loss of society, loss of use and all claims of any nature and kind whatsoever, for personal or bodily injury, property damage, or otherwise, known or unknown, foreseen and unforeseen, which CBC has or may in the future be entitled to have against Releasee, which are on account of, are in any way related to, and/or that arise out of the Released Scope of Work and/or the above captioned action. CBC further acknowledges and expressly agrees, as consideration and inducement for this settlement, that this Release shall apply to unknown and unanticipated injuries and damages resulting from the Released Scope of Work and/or the above captioned action, as well as those now disclosed. In exchange for CBC's release of its cross-claims against Releasee, Plaintiffs are providing CBC

a release of all claims for the work performed and/or materials provided, or that should have been performed and/or provided, by Releasee pursuant to its contract with CBC for Palmetto Pointe. Plaintiffs are not required to amend or redact existing evidence.

7. **Releasee's Release of Claims against Releasor and CBC.** For and in consideration of the promises set forth herein, Releasee, on behalf of itself, its successors, predecessors, parent companies, subsidiaries, affiliates, heirs, executors, administrators, employees, contractors, insurers sureties and assigns, does hereby RELEASE, REMISE, ACQUIT AND FOREVER DISCHARGE Releasor and CBC, their successors, predecessors, parent companies, subsidiaries, affiliates, heirs, executors, administrators, employees, contractors, attorneys, insurers, sureties and assigns of and from any and all causes of action, claims, demands, costs, suits at law, suits in equity, workers compensation claims, judgments, liens, costs, expenses, loss of service, loss of companionship, loss of society, loss of use and all claims of any nature and kind whatsoever, for personal or bodily injury, property damage, or otherwise, known or unknown, foreseen and unforeseen, which Releasee has or may in the future be entitled to have against Releasor or CBC, which are on account of, are in any way related to, and/or that arise out of the Released Scope of Work and/or the above captioned action. Releasee further acknowledges and expressly agrees, as consideration and inducement for this settlement, that this Release shall apply to unknown and unanticipated injuries and damages resulting from the Released Scope of Work and/or the above captioned action, as well as those now disclosed. Releasee further releases any and all claims of any nature or kind against CBC'S insurance carriers and policies related to the Project.

8. **Order or Stipulation of Dismissal.** By executing this Agreement and accepting the Settlement Amount, Releasors and CBC agree to dismiss, release, abandon and forever end, with prejudice, any and all claims they have or could have asserted against Releasee on account of, arising from or related in any way to the Released Scope of Work, including any claims for

costs and/or attorney's fees; and Releasee agrees to dismiss with prejudice any actual or potential cross-claims against CBC. All claims released herein by Releasors and/or CBC against Releasee are to be dismissed with prejudice. Accordingly, Releasors, Releasee and CBC agree, following Plaintiffs' receipt of the Settlement Amount, to execute, consent to and/or submit an Order or Stipulation of Dismissal, with prejudice, for the purpose of dismissing, releasing, abandoning and forever ending any and all claims asserted or any claims, known or unknown, that could have been asserted in the above captioned action against Releasee, including any claims for attorney's fees; and dismissing, abandoning, releasing and/or forever ending any actual or potential cross claims between Releasee and CBC. The Releasors, CBC, and Releasee do hereby grant unto their attorneys, full and complete authority to consent to such order or stipulation as may be necessary to dismiss and forever end the claims mutually released herein, with prejudice.

9. **Affirmation of Non-Assignment of Rights or Claims.** By executing this Agreement, all parties expressly acknowledge and represent to each other that at the time of execution, except as to the homeowner assignments referenced above, they have not assigned any of their rights, claims or interests related in any way whatsoever to the Project, the above captioned action, and/or the Released Scope of Work that they had in the past, currently have or may in the future have against any party, entity or individual released by and through this Agreement. All parties to this Agreement expressly acknowledge that this affirmation of non-assignment constitutes an essential part of this Agreement and is necessary to effectuate the mutual release of the parties, entities and individuals as contemplated herein.

10. **Non-Admission of Liability.** This Agreement, the payment and/or acceptance of monies and any negotiations, discussions or proceedings in connection therewith, shall not be construed as an admission, evidence or concession by any party of any liability, wrongdoing or misconduct of any kind by any party to this Agreement, which is expressly and specifically

denied on the part of Releasee and CBC. In consideration of the payment of the Settlement Amount and the terms and conditions herein, the parties to this Agreement agree that this settlement is intended to terminate a specific controversy between the Releasors and Releasee and between Releasee and CBC to avoid further litigation between them and for Releasee to buy its peace.

11. **Joint Drafting.** Respective counsel for each party hereto has participated in the negotiation of, read, and approved each and every term, and all of the language, of this Agreement, and each of the parties agrees that the identity of the drafter of any particular term or provision shall have no effect on the interpretation of this Agreement. The language of this Agreement shall be construed as a whole according to its reasonable meaning, and not for or against any of the parties based upon the authorship of any part of this Agreement.

12. **Governing law, Venue and Construction.** This Agreement shall be governed by, and construed and interpreted under the laws of the state of South Carolina. Any disagreement regarding settlement documents shall be submitted to either a mutually agreed upon mediator or the Charleston County Circuit Court judge for final and binding resolution.

13. **Representations and Warranties.** The parties represent and warrant that they have read and understand this Agreement. Each of the parties has made such investigation of the facts pertaining to this Agreement and of all other matters pertaining hereto as they deem necessary and appropriate. The parties warrant that each of the following propositions is true and correct: (i) they entered into this Agreement only after carefully reviewing it with counsel or, if they did not have counsel, they understand and accept each and every term hereof; (ii) they entered into this Agreement without any coercion and under no duress of any kind; (iii) this Agreement reflects the conclusion of each of the parties that this Agreement is in his, her, or its own best interest; and, (iv) except as expressly provided herein, the parties do not intend this

Agreement to confer upon any person or entity who is not a party hereto, or expressly referenced in the release provision hereof, any rights or remedies. The parties represent and warrant that each signatory hereto has the full right and authority to enter into this Agreement and bind the party on whose behalf he, she, or it has executed this Agreement. The parties represent and warrant that none of them has assigned or transferred to any person any claim, interest, matter, or any part or portion thereof, released pursuant to this Agreement.

14. **Waiver/Severability.** The parties agree that no waiver by any party of any particular provision or right under this Agreement shall be deemed to be a waiver of any other provision or right hereunder.

15. **Legal Fees and Costs.** Each of the parties is responsible for his, her or its own legal fees and costs, including but not limited to expert costs and costs of the mediator, arising from the matters, claims and issues mutually released herein, the above captioned action, the Released Scope of Work and/or of negotiating this Agreement.

16. **Execution in Counterparts.** This Agreement may be executed in counterparts which, when taken together with all other counterparts, shall constitute one complete document. Signatures and initials that are transmitted via facsimile or other electronic means shall have the same force and effect as original initials and signatures penned in ink. Copies of original execution pages of this Agreement shall have the same force and effect as the originals.

17. **Binding Nature of the Agreement.** Except as otherwise specified herein, this Agreement is binding upon each of the parties' respective legal predecessors, successors, executors, assigns, fiduciaries, heirs, spouses, or any other party or person who may succeed to their interests. Each of the parties warrants that he, she, or it has the legal right and authority, to the fullest extent of the law, including by exercising any and all legal and equitable rights and

powers on behalf of any entity, to enter into this Agreement and to bind the person or party on whose behalf he, she, or it signs.

18. **Entire Agreement.** This Agreement including any attachments hereto contains the full, entire and complete agreement between the parties hereto. This Agreement supersedes all prior agreements, negotiations, and understandings, whether written or oral, between the parties concerning the subject matter of this Agreement. Each of the parties acknowledges to the others that none of them nor any agent of any of them has made any promise, representation or warranty whatsoever, express or implied, written or oral, not contained herein concerning the subject matter hereof to induce him, her, or it to execute this Agreement, and each of the parties acknowledges that he, she or it has not executed this Agreement in reliance on any promise, representation or warranty not expressly contained or referenced in this Agreement.

19. **Modification of Agreement.** It is further agreed that this Agreement shall not be modified or amended except by an instrument in writing signed by the Releasors, Releasee, and CBC.

20. **Consultation with Attorney.** It is further understood, acknowledged and agreed that the parties hereto acknowledge that they have executed this Agreement in consultation with their attorney.

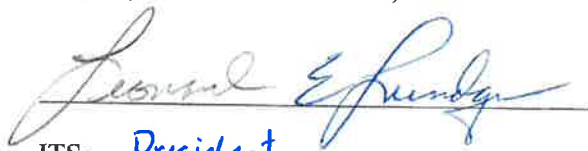
21. **Retention of Claims.** Notwithstanding any other term or provision herein, Plaintiffs retain all claims against all other parties except the release given herein solely in favor of Releasee.

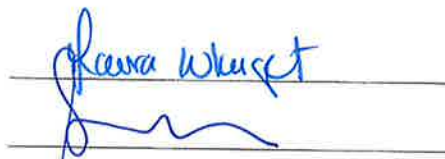
It is further acknowledged and agreed that this Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, purchasers, assigns, estates of, and all successors in interest to the Releasors, Releasee, and CBC and all other beneficiaries to this Agreement.

IN WITNESS WHEREOF the undersigned have hereunto set their hands and seals to this Agreement as follows:

BY: Palmetto Pointe at Peas Island Condominium
Property Owners Association, Inc.

WITNESSES:


ITS: President



I, Justin Lucy, as attorney for Palmetto Pointe at Peas Island Condominium
Property Owners Association, Inc., hereby execute this agreement only for the purposes of Rule
43(k), SCRPC.

Counsel for Palmetto Pointe at Peas Island
Condominium Property Owners Association, Inc.

BY: Jack Love, Individually, and on behalf
of others similarly situated

WITNESSES:

STATE OF _____, COUNTY OF _____

I, _____, as attorney for Jack Love, Individually, and on behalf of others
similarly situated, hereby execute this agreement only for the purposes of Rule 43(k), SCRPC.

Counsel for Jack Love, Individually,
and on behalf of others similarly situated

IN WITNESS WHEREOF the undersigned have hereunto set their hands and seals to

this Agreement as follows:

BY: Palmetto Pointe at Peas Island Condominium
Property Owners Association, Inc.

WITNESSES:

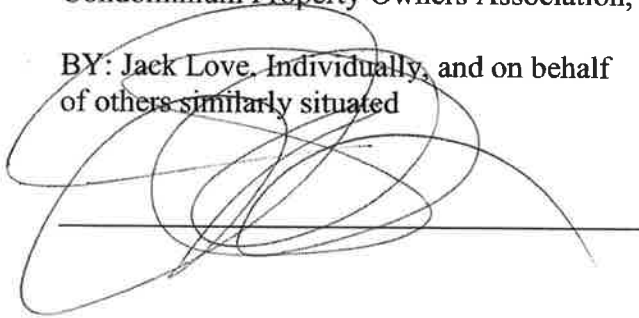
ITS: _____

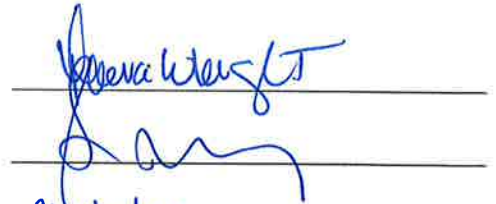
I, _____, as attorney for Palmetto Pointe at Peas Island Condominium
Property Owners Association, Inc., hereby execute this agreement only for the purposes of Rule
43(k), SCRCP.

Counsel for Palmetto Pointe at Peas Island
Condominium Property Owners Association, Inc.

BY: Jack Love, Individually, and on behalf
of others similarly situated

WITNESSES:





STATE OF South Carolina, COUNTY OF Charleston

I, Justin Lucy, as attorney for Jack Love, Individually, and on behalf of others
similarly situated, hereby execute this agreement only for the purposes of Rule 43(k), SCRCP.

Counsel for Jack Love, Individually,
and on behalf of others similarly situated

BY: Builder Services Group, Inc.
d/b/a Gale Contractor Services

WITNESSES:

Joseph S. M. C. attorney in fact
ITS: Counselor

Chris Huber
Kari Bessinger

STATE OF S.C., COUNTY OF Richmond

I, Joseph S. M. C., as attorney for Builder Services Group, Inc. d/b/a Gale Contractor Services hereby execute this agreement only for the purposes of Rule 43(k), SCRPC.

Joseph S. M. C.
Counsel for Builder Services Group, Inc.
d/b/a Gale Contractor Services

BY: Complete Building Corporation

WITNESSES:

Everett A. Kendall, Jr.

ITS: Attorney in express authorization

STATE OF Richland South Carolina, COUNTY OF Richland

I, Everett A. Kendall, Jr., as attorney for Complete Building Corporation, hereby execute this agreement only for the purposes of Rule 43(k), SCRCF.

Everett A. Kendall, Jr.
Counsel for Complete Building Corporation

July 24 2018

STATE OF SOUTH CAROLINA	) IN THE COURT OF COMMON PLEAS
	)
COUNTY OF CHARLESTON	) NINTH JUDICIAL CIRCUIT
	)
PALMETTO POINTE AT PEAS ISLAND	) CASE NO. 2015-CP-10-0955
CONDOMINIUM PROPERTY OWNERS	)
ASSOCIATION, INC. AND JACK LOVE,	)
INDIVIDUALLY, AND ON BEHALF OF	)
ALL OTHERS SIMILARLY SITUATED,	)
	)
Plaintiffs,	)
	)
VS.	)
	)
ISLAND POINTE, LLC; COMPLETE	)
BUILDING CORPORATION; TRI-COUNTY	)
ROOFING, INC.; CREEKSIDE, INC.;	)
AMERICAN RESIDENTIAL SERVICES, LLC	)
D/B/A ARS/RESCUE ROOTER	)
CHARLESTON; ANDERSEN WINDOWS,	)
INC.; ATLANTIC BUILDING	)
CONSTRUCTION SERVICES, INC. N/K/A	)
ATLANTIC CONSTRUCTION SERVICES,	)
INC.; BUILDER SERVICES GROUP, INC.	)
D/B/A GALE CONTRACTOR SERVICES;	)
NOVUS ARCHITECTS, INC., F/K/A SGM	)
ARCHITECTS, INC.; TALLENT AND SONS,	)
INC.; W C SERVICES, INC.; CRG	)
ENGINEERING, INC.; CERTAINTEED	)
CORPORATION; KELLY FLOORING	)
PRODUCTS, INC., D/B/A CARPET	)
BAGGERS; CORNERSTONE	)
CONSTRUCTION AND MARK MALLOY	)
D/B/A CORNERSTONE CONSTRUCTION;	)
MIRACLE SIDING, LLC AND WILSON	)
LUCAS SALES D/B/A MIRACLE SIDING,	)
LLC; MARK PALPOINT A/K/A MICAH	)
PALPOINT; ELROY ALONZO VASQUEZ;	)
CHRIS A/K/A JOHN DOE 61; ALDERMAN	)
CONSTRUCTION; STANLEY'S VINYL	)
FENCE DESIGNS; COHEN'S DRYWALL	)
COMPANY, INC.; MOSELY CONCRETE;	)
HAND A FRAMING CONSTRUCTION, LLC	)
A/K/A H&A FRAMING CONSTRUCTION,	)

SETTLEMENT AGREEMENT
AND RELEASE

LLC AND D/B/AH AND A FRAMING, LLC,)
H&A CONSTRUCTION, AND HAND A)
CONSTRUCTION; JMC CONSTRUCTION,)
INC.; JMC CONSTRUCTION, LLC; JOHN)
DOE 1-15,)

Defendants.)

COMPLETE BUILDING CORPORATION,)
INC.,)

Third-Party Plaintiff,)

VS.)

LEONARD T. BROWNE AND)
CHRISTOPHER N. UNION,)

Third-Party Defendants.)

CREEKSIDE, INC.,)

Third-Party Plaintiff,)

VS.)

CHRISTOPHER N. UNION,)

Third-Party Defendant.)

AMERICAN RESIDENTIAL SERVICES, LLC,)

Third-Party Plaintiff,)

VS.)

VICTOR HUGO HERNANDEZ; HERNANDEZ)
ELECTRIC, LLC; LILIANA ROJAS FLORES;)
MARTIN BARR D/B/A PORT CITY)
STRUCTURED WIRING; KELLER)
ELECTRIC, LLC; JOHN TOOLIN D/B/A)
JOHN F. TOOLIN HEAT AND AIR; RUSSELL)
"RUSTY" HILL D/B/A RUSTY'S HEATING &)
AIR; and WARREN ANDERSON,)

Third-Party Defendants.)

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Agreement"), made and entered into by and among Plaintiffs Palmetto Pointe at Peas Island Condominium Property Owners Association, Inc. and Jack Love, individually, and on behalf of all others similarly situated ("Plaintiffs"), the Settling Defendant, as defined below, and with the consent of Consenting Parties (collectively, the "Parties") effective this ____ day of February, 2018.

RECITALS

WHEREAS, Plaintiffs filed the above-referenced civil action alleging damages related to the property at Folly Creek Way in Charleston County, South Carolina known as Palmetto Pointe at Peas Island Condominium ("Project"),

WHEREAS, the Settling Defendant filed Answers denying and continues to deny Plaintiffs' allegations, but the Parties seek to resolve this dispute over the condominiums without further litigation; and

WHEREAS, the Parties and Consenting Parties voluntarily, and without duress or coercion, hereby fully and finally settle their dispute, as more fully set forth in this Agreement, both in the recitals stated above, and in the terms set forth hereafter.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which are hereby acknowledged, and in consideration of the mutual undertakings and promises contained herein, the Parties and Consenting Parties agree as follows:

1. Definition of Settling Defendant: "Settling Defendant" shall be defined as NOVUS ARCHITECTS, INC., F/K/A SGM ARCHITECTS, INC., and shall include the insurance carriers referenced on the attached short form Settlement Agreement.
2. Definition of Consenting Parties: "Consenting Parties" shall be defined as COMPLETE BUILDING CORPORATION, INC. and CREEKSIDE PAINTING INC.
3. Incorporation by Reference of Settlement Agreement Executed on January 31, 2018. The terms of the short form Settlement Agreement executed by the Parties dated January 31, 2018 (attached hereto as Exhibit A) are hereby expressly incorporated by reference.
4. Payment to Plaintiffs' Counsel. Settling Defendant shall make payment to Plaintiffs as set forth in the 1.31.18 Settlement Agreement by check(s) made payable to "Justin O'Toole Lucey, P.A., as attorneys for Palmetto Pointe At Peas Island Condominium Property Owners Association, Inc. And Jack Love, Individually, And On Behalf Of All Others Similarly Situated," Fed. ID No. 57-0959667.
5. Funds in Trust. Upon receipt of the payments set forth in paragraph 4 hereinabove, counsel for Plaintiffs shall hold the funds in trust until the Parties file a Stipulation

or an Order of Dismissal with prejudice of all claims and crossclaims by or against Settling Defendant.

6. Mutual Release. For good and valuable consideration as stated herein, Plaintiffs and Settling Defendant, on behalf of themselves, their heirs, successors, officers, employees, subsidiaries, agents, related entities, and assigns, hereby release and forever discharge one another, their heirs, successors, officers, employees, subsidiaries, agents, related entities, and assigns, of and from any and all claims of any kind or character which they have or might have against one another, whether known or unknown, which were or could have been asserted in this case, and especially all claims for damages, costs, expenses, losses, attorneys' fees, punitive damages, or injuries to persons or property that arise from or relate in any way to the Project.

7. Release of Crossclaims. Settling Defendant, on the one hand, and Consenting Parties, on the other hand, release each other from any actual or potential cross-claims and additional insured ("AI") claims and rights, to the same scope and extent as the mutual release contained in paragraph 6 hereinabove. This does not affect any claims by and between CBC, Creekside, and/or Plaintiffs, and these claims remain.

8. Set-off/Credit. In consideration for CBC's release of its claims against Settling Defendant, Plaintiffs shall grant CBC (and only CBC) a credit or set-off against any judgment equal to the Settlement Amount paid by Settling Defendant.

9. Compromise Agreement/No Admission of Liability. This Agreement is the compromise of disputed claims and nothing contained herein is to be construed as an admission of liability by any Party. The Parties agree that all statements made in connection with the negotiation or execution of this Agreement shall be without prejudice to any person or Party, and shall not be deemed or construed to be admissions or evidence of any act, omission, matter, or proposition.

10. Binding Effect of Agreement. This Agreement shall be binding upon and inure to the benefit of the Parties and each of their respective agents, employees, representatives, officers, directors, principals, attorneys, shareholders, parent and/or subsidiary corporations, affiliates, assigns, successors, beneficiaries, and predecessors in interest.

11. Entire Agreement. This Agreement embodies the entire agreement of the Parties and supersedes all prior written or oral agreements or understandings between the Parties on the subject matter of the Agreement. It is intended by the Parties that this Agreement shall be complete and shall not be subject to any claim of mistake of fact or law by any Party, their successors, agents, representatives, and/or assigns, and that it expresses a full and complete settlement of liability claimed and denied, and that this Agreement is intended to be full, final and complete.

12. Attorneys' Fees. Each Party shall bear their own attorneys' fees and costs which have arisen or shall arise from the actions of its own counsel in connection with the prosecution of any claims or defenses arising out of the Lawsuit, including the execution of this Agreement, the filing of a dismissal of the Complaint, and all related matters.

13. Amendments. No amendment, waiver, modification, or other variation of any of the terms of this Agreement will be effective unless it is made in a writing signed by the Parties expressly stating that such instrument is intended to amend, modify, or otherwise supplement the Agreement.

14. Severability. Whenever possible, each provision of this Agreement shall be interpreted so as to be valid under existing law. A finding of invalidity as to any provision of this Agreement or any portion thereof shall void only that provision or portion and no other, and this Agreement shall be interpreted as if it did not contain the invalid provision or portion.

15. Reliance on the Advice of Counsel. Each Party represents that, in the negotiating and drafting of this Agreement, it has been represented by counsel of its choice. Each Party affirms that its counsel has had a substantial role in the drafting and negotiating of this Agreement. Each Party declares that this Agreement is entered into voluntarily and is not predicated on any promise, representation or declaration, except as expressly stated in this Agreement, and that its terms have been bargained for after negotiations between the Parties. Therefore, each Party agrees that no rule of construction to the effect that any ambiguities are to be resolved against the drafter shall be employed in the interpretation of the Agreement.

16. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same document. Signatures provided via facsimile or portable document format ("PDF") shall have the same effect as original signatures.

17. Governing Law. This Agreement shall be governed by, and interpreted in accordance with, the law of the State of South Carolina.

18. Authority to Execute. The individuals executing this Agreement hereby represent they are authorized to do so on behalf of the party (and those related entities outlined hereinabove) for which they sign, and they are authorized to bind such parties (and those related entities outlined hereinabove) to the terms stated herein.

Intending to be legally bound hereby, the parties hereby execute the foregoing Settlement Agreement and General Release this ____ day of February, 2018.

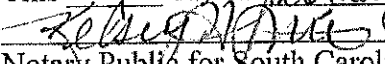


NOVUS ARCHITECTS, INC.,
F/K/A SGM ARCHITECTS, INC.

Printed Name: THOMAS N. SMITH
Its: MANAGING PRINCIPAL
Date: 2/27/18

STATE OF SOUTH CAROLINA
COUNTY OF Charleston.

PERSONALLY appeared before me, Thomas N. Smith, to me properly identified as the same, who acknowledged that they executed the foregoing instrument as their own free act and deed for the purposes therein expressed.

This 27th day of February, 2018
 (SEAL)
Notary Public for South Carolina
My Commission Expires: 2/30/2023

[Signature]
PALMETTO POINTE AT PEAS ISLAND
CONDOMINIUM PROPERTY OWNERS
ASSOCIATION, INC. AND JACK LOVE,
INDIVIDUALLY, AND ON BEHALF OF ALL
OTHERS SIMILARLY SITUATED

Printed Name: Stephanie Drandy
Its: Attorney at Record
Date: 2.22.18

STATE OF SOUTH CAROLINA
COUNTY OF Charleston

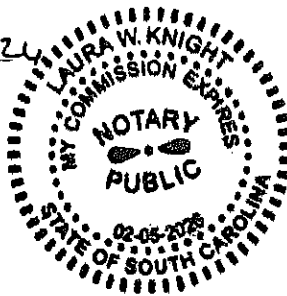
PERSONALLY appeared before me, Stephanie Drandy, to me properly
identified as the same, who acknowledged that they executed the foregoing instrument as their
own free act and deed for the purposes therein expressed.

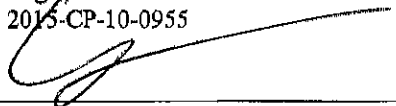
This 22 day of February, 2018
(SEAL)

Notary Public for South Carolina

My Commission Expires: 2/5/2024

[Signature: Laura W. Knight]





COMPLETE BUILDING CORPORATION, INC.

Printed Name: VICTOR APAT
Its: PRESIDENT
Date: 2/22/18

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

PERSONALLY appeared before me, VICTOR APAT, to me properly identified as the same, who acknowledged that they executed the foregoing instrument as their own free act and deed for the purposes therein expressed.

This 22nd day of February, 2018
Busham Hunter (SEAL)
Notary Public for South Carolina
My Commission Expires: 2-1-22

S. Markay Shubbs its attorney
CREEK SIDE PAINTING INC.

Printed Name: S. Markay Shubbs
Its: Attorney
Date: 2/22/18

STATE OF SOUTH CAROLINA
COUNTY OF Richland

PERSONALLY appeared before me, S. Markay Shubbs, to me properly identified as the same, who acknowledged that they executed the foregoing instrument as their own free act and deed for the purposes therein expressed.

This 22nd day of February, 2018
Deborah A. Nelson (SEAL)
Notary Public for South Carolina
My Commission Expires: 05/02/2021

Deborah A. Nelson

STATE OF SOUTH CAROLINA

) IN THE COURT OF COMMON PLEAS

COUNTY OF CHARLESTON

)
) NINTH JUDICIAL CIRCUIT

PALMETTO POINTE AT PEAS ISLAND
CONDOMINIUM PROPERTY OWNERS
ASSOCIATION, INC. AND JACK LOVE,
INDIVIDUALLY, AND ON BEHALF OF
ALL OTHERS SIMILARLY SITUATED,

) CASE NO. 2015-CP-10-0955

Plaintiffs,

VS.

ISLAND POINTE, LLC; COMPLETE
BUILDING CORPORATION; TRI-COUNTY
ROOFING, INC.; CREEKSIDE, INC.;
AMERICAN RESIDENTIAL SERVICES, LLC
D/B/A ARS/RESCUE ROOTER
CHARLESTON; ANDERSEN WINDOWS,
INC.; ATLANTIC BUILDING
CONSTRUCTION SERVICES, INC. N/K/A
ATLANTIC CONSTRUCTION SERVICES,
INC.; BUILDER SERVICES GROUP, INC.
D/B/A GALE CONTRACTOR SERVICES;
NOVUS ARCHITECTS, INC., F/K/A SGM
ARCHITECTS, INC.; TALLENT AND SONS,
INC.; W C SERVICES, INC.; CRG
ENGINEERING, INC.; CERTAINTED
CORPORATION; KELLY FLOORING
PRODUCTS, INC., D/B/A CARPET
BAGGERS; CORNERSTONE
CONSTRUCTION AND MARK MALLOY
D/B/A CORNERSTONE CONSTRUCTION;
MIRACLE SIDING, LLC AND WILSON
LUCAS SALES D/B/A MIRACLE SIDING,
LLC; MARK PALPOINT A/K/A MICAH
PALPOINT; ELROY ALONZO VASQUEZ;
CHRIS A/K/A JOHN DOE 61; ALDERMAN
CONSTRUCTION; STANLEY'S VINYL
FENCE DESIGNS; COHEN'S DRYWALL
COMPANY, INC.; MOSELY CONCRETE;
HAND A FRAMING CONSTRUCTION, LLC
A/K/A H&A FRAMING CONSTRUCTION,
LLC AND D/B/AH AND A FRAMING, LLC,
H&A CONSTRUCTION, AND HAND A

**SETTLEMENT AGREEMENT,
RELEASE, MUTUAL RELEASE AND
AGREEMENT TO INDEMNIFY AS TO
TALLENT AND SONS, INC.**

CONSTRUCTION; JMC CONSTRUCTION,)
INC.; JMC CONSTRUCTION, LLC; JOHN)
DOE 1-15,)

Defendants.)

COMPLETE BUILDING CORPORATION,)
INC.,)

Third-Party Plaintiff,)

VS.)

LEONARD T. BROWNE AND)
CHRISTOPHER N. UNION,)

Third-Party Defendants.)

CREEKSIDE, INC.,)

Third-Party Plaintiff,)

VS.)

CHRISTOPHER N. UNION,)

Third-Party Defendant.)

AMERICAN RESIDENTIAL SERVICES, LLC,)

Third-Party Plaintiff,)

VS.)

VICTOR HUGO HERNANDEZ; HERNANDEZ)
ELECTRIC, LLC; LILIANA ROJAS FLORES;)
MARTIN BARR D/B/A PORT CITY)
STRUCTURED WIRING; KELLER)
ELECTRIC, LLC; JOHN TOOLIN D/B/A)
JOHN F. TOOLIN HEAT AND AIR; RUSSELL)
"RUSTY" HILL D/B/A RUSTY'S HEATING &)
AIR; and WARREN ANDERSON,)

Third-Party Defendants.)

This Settlement Agreement, Receipt, Mutual Release and Agreement to Indemnify (referred to herein as the "Agreement") is entered on the date set forth below by and among the Plaintiffs, Palmetto Pointe At Peas Island Condominium Property Owners Association, Inc. (hereinafter occasionally referred to as the "COA") and Jack Love, on behalf of themselves and all owners of condominium units at the Project, their successors, purchasers, heirs, executors, administrators, employees, contractors, members and assigns (referred to collectively herein as "Plaintiffs" or "Releasors"), Defendant Tallent and Sons, Inc. (referred to herein as "Releasee") and Defendant Complete Building Corporation ("CBC").

RECITALS

WHEREAS the above captioned action arises out of Plaintiffs filing a Complaint (Case No. 2015-CP-10-0955) in the Charleston County Court of Common Pleas against certain Defendants, seeking damages allegedly caused by and/or related to construction and/or product deficiencies and other conditions arising from or related to the construction, renovation, repair, sale and/or marketing of the condominium project known as "Palmetto Pointe at Peas Island," located at Folly Creek Way in Charleston County, South Carolina (referred to herein as the "Project") and which is more fully described in Plaintiffs' Complaint; and

WHEREAS one hundred percent (100%) of the Palmetto Pointe condominium owners have assigned their interests and claims relating to this suit to the COA; and,

WHEREAS Plaintiffs asserted claims against Releasee for performing grading and paving work, among other work, by filing the Complaint and any amendments thereto, seeking damages from Releasee allegedly caused by and/or related to construction and/or product deficiencies and other conditions arising from or related to the sale, marketing, construction, renovation or repair of the Project and which is more fully described in the Plaintiffs' pleadings, the allegations of which are incorporated herein by reference; and

WHEREAS Plaintiffs claim that some of the damages and deficiencies at or related to the Project are attributable to the work or materials of Releasee and claims that the actions and/or omissions of Releasee are the direct and proximate cause of damage to the Project and/or to the Plaintiffs, as more fully set forth in the pleadings filed in the above captioned action; and

WHEREAS the Releasee and CBC have denied their work, products and/or materials supplied to the Project were defective or deficient and further deny their work, product and/or material supplied to the Project were in any way a direct or proximate cause of any damage or loss to the Project or Plaintiffs herein; and

WHEREAS, in order to avoid the costs of expensive and protracted litigation and in exchange for the mutual promises and consideration set forth herein, the undersigned do hereby agree as follows:

1. **Incorporation of Recitals.** The Recitals and other statements set forth above are hereby incorporated into and made a part of the terms and conditions of this Agreement by reference as if stated herein verbatim.
2. **Intent of Scope of Mutual Release.** For and in consideration of the terms herein, the parties to this Agreement contemplate a complete and final settlement of all claims that have been, could have been or could be asserted in the future by Releasors against Releasee arising from or related in any way to damage allegedly related to work performed at or materials or products supplied to the Project, including all damages resulting therefrom, not known or hereinafter arising.
3. **Payment to Plaintiffs.** Plaintiffs will be paid the total sum of one hundred and ninety-five thousand dollars (\$195,000) (referred to herein as the "Settlement Amount") by or on behalf of Releasee. Payment of the Settlement Amount by check made payable to the Lucey Law Firm Trust Account, as attorney for the COA, shall be tendered to Plaintiffs' counsel not later

than thirty (30) calendar days following full and correct execution of this Agreement by Plaintiffs. Payment of the Settlement Amount is expressly contingent upon the full and correct execution of this Agreement by Plaintiffs. The payment of the Settlement Amount shall be held in escrow by Plaintiffs' counsel until an Order is entered dismissing Releasee from the above captioned action, with prejudice.

4. **Indemnification.** The COA shall defend, indemnify and hold harmless Releasee, its successors, heirs, executors, administrators, employees, parent companies, contractors, insurers, sureties and assigns from any and all claims made by, through, under, or on behalf of the COA, and from any and all claims made by, through, under, or on behalf of any member of the COA, regardless of whether the damages are fully known or unknown at this time. This obligation shall include, but is not limited to, the obligation to defend any such claims or, upon failure thereof, to pay the attorney's fees incurred by Releasee in defense of such claims.

5. **Release of Claims against Releasee.** For and in consideration of the payment of the Settlement Amount, the sufficiency of the Settlement Amount being hereby acknowledged, the Releasors, on behalf of ourselves, our successors, our purchasers, our heirs, our executors, our administrators, our employees, our contractors, our insurers, our sureties and our assigns, do hereby RELEASE, REMISE, ACQUIT AND FOREVER DISCHARGE Releasee, its successors, predecessors, parent companies, subsidiaries, affiliates, heirs, executors, administrators, employees, contractors, insurers, sureties, attorneys and assigns, of and from any and all causes of action, claims, demands, costs, suits at law, suits in equity, workers compensation claims, judgments, liens, costs, expenses, loss of service, loss of companionship, loss of society, loss of use and all claims of any nature and kind whatsoever, for personal or bodily injury, property damage, or otherwise, known or unknown, foreseen and unforeseen, which the Releasors have or may in the future be entitled to have against Releasee, which are on account of, are in any way

related to, and/or that arise out of the work performed and/or materials or products manufactured, supplied, or used in the construction of the Project (the "Released Scope of Work"). The Releasors further acknowledge and expressly agree, as consideration and inducement for this settlement, that this Agreement shall apply to unknown and unanticipated injuries and damages, as well as those now disclosed.

6. **CBC's Release of Claims against Releasee.** For and in consideration of the payment of the Settlement Amount by or on behalf of the Releasee, and the promises set forth herein, CBC, on behalf of itself, its successors, predecessors, parent companies, subsidiaries, affiliates, heirs, executors, administrators, employees, contractors, insurers, sureties and assigns, does hereby RELEASE, REMISE, ACQUIT AND FOREVER DISCHARGE Releasee, its successors, predecessors, parent companies, subsidiaries, affiliates, heirs, executors, administrators, employees, contractors, insurers, sureties and assigns of and from any and all causes of action, claims, demands, subrogation, costs, suits at law, suits in equity, workers compensation claims, judgments, liens, costs, expenses, loss of service, loss of companionship, loss of society, loss of use and all claims of any nature and kind whatsoever, for personal or bodily injury, property damage, or otherwise, known or unknown, foreseen and unforeseen, which CBC has or may in the future be entitled to have against Releasee, which are on account of, are in any way related to, and/or that arise out of the Released Scope of Work and/or the above captioned action. CBC further acknowledges and expressly agrees, as consideration and inducement for this settlement, that this Release shall apply to unknown and unanticipated injuries and damages resulting from the Released Scope of Work and/or the above captioned action, as well as those now disclosed. In consideration of this release, Plaintiffs agree to provide CBC a credit or offset against a verdict arising under this action equal to the Settlement Amount unless the damages relative to this Settling Party are removed from Plaintiffs' repair estimate(s) for Palmetto Pointe.

7. **Releasee's Release of Claims against Releasor and CBC.** For and in consideration of the promises set forth herein, Releasee, on behalf of itself, its successors, predecessors, parent companies, subsidiaries, affiliates, heirs, executors, administrators, employees, contractors, insurers sureties and assigns, does hereby RELEASE, REMISE, ACQUIT AND FOREVER DISCHARGE Releasor and CBC, their successors, predecessors, parent companies, subsidiaries, affiliates, heirs, executors, administrators, employees, contractors, attorneys, insurers, sureties and assigns of and from any and all causes of action, claims, demands, costs, suits at law, suits in equity, workers compensation claims, judgments, liens, costs, expenses, loss of service, loss of companionship, loss of society, loss of use and all claims of any nature and kind whatsoever, for personal or bodily injury, property damage, or otherwise, known or unknown, foreseen and unforeseen, which Releasee has or may in the future be entitled to have against Releasor or CBC, which are on account of, are in any way related to, and/or that arise out of the Released Scope of Work and/or the above captioned action. Releasee further acknowledges and expressly agrees, as consideration and inducement for this settlement, that this Release shall apply to unknown and unanticipated injuries and damages resulting from the Released Scope of Work and/or the above captioned action, as well as those now disclosed. Releasee further releases any and all claims of any nature or kind against CBC'S insurance carriers and policies related to the Project.

8. **Order or Stipulation of Dismissal.** By executing this Agreement and accepting the Settlement Amount, Releasors and CBC agree to dismiss, release, abandon and forever end, with prejudice, any and all claims they have or could have asserted against Releasee on account of, arising from or related in any way to the Released Scope of Work, including any claims for costs and/or attorney's fees; and Releasee agrees to dismiss with prejudice any actual or potential cross-claims against CBC. All claims released herein by Releasors and/or CBC against Releasee are to be dismissed with prejudice. Accordingly, Releasors, Releasee and CBC agree, following

Plaintiffs' receipt of the Settlement Amount, to execute, consent to and/or submit an Order or Stipulation of Dismissal, with prejudice, for the purpose of dismissing, releasing, abandoning and forever ending any and all claims asserted or any claims, known or unknown, that could have been asserted in the above captioned action against Releasee, including any claims for attorney's fees; and dismissing, abandoning, releasing and/or forever ending any actual or potential cross claims between Releasee and CBC. The Releasors, CBC, and Releasee do hereby grant unto their attorneys, full and complete authority to consent to such order or stipulation as may be necessary to dismiss and forever end the claims mutually released herein, with prejudice.

9. **Affirmation of Non-Assignment of Rights or Claims.** By executing this Agreement, all parties expressly acknowledge and represent to each other that at the time of execution, except as to the homeowner assignments referenced above, they have not assigned any of their rights, claims or interests related in any way whatsoever to the Project, the above captioned action, and/or the Released Scope of Work that they had in the past, currently have or may in the future have against any party, entity or individual released by and through this Agreement. All parties to this Agreement expressly acknowledge that this affirmation of non-assignment constitutes an essential part of this Agreement and is necessary to effectuate the mutual release of the parties, entities and individuals as contemplated herein.

10. **Non-Admission of Liability.** This Agreement, the payment and/or acceptance of monies and any negotiations, discussions or proceedings in connection therewith, shall not be construed as an admission, evidence or concession by any party of any liability, wrongdoing or misconduct of any kind by any party to this Agreement, which is expressly and specifically denied on the part of Releasee and CBC. In consideration of the payment of the Settlement Amount and the terms and conditions herein, the parties to this Agreement agree that this settlement is intended to terminate a specific controversy between the Releasors and Releasee

and between Releasee and CBC to avoid further litigation between them and for Releasee to buy its peace.

11. **Joint Drafting.** Respective counsel for each party hereto has participated in the negotiation of, read, and approved each and every term, and all of the language, of this Agreement, and each of the parties agrees that the identity of the drafter of any particular term or provision shall have no effect on the interpretation of this Agreement. The language of this Agreement shall be construed as a whole according to its reasonable meaning, and not for or against any of the parties based upon the authorship of any part of this Agreement.

12. **Governing law, Venue and Construction.** This Agreement shall be governed by, and construed and interpreted under the laws of the state of South Carolina. Any disagreement regarding settlement documents shall be submitted to either a mutually agreed upon mediator or the Charleston County Circuit Court judge for final and binding resolution.

13. **Representations and Warranties.** The parties represent and warrant that they have read and understand this Agreement. Each of the parties has made such investigation of the facts pertaining to this Agreement and of all other matters pertaining hereto as they deem necessary and appropriate. The parties warrant that each of the following propositions is true and correct: (i) they entered into this Agreement only after carefully reviewing it with counsel or, if they did not have counsel, they understand and accept each and every term hereof; (ii) they entered into this Agreement without any coercion and under no duress of any kind; (iii) this Agreement reflects the conclusion of each of the parties that this Agreement is in his, her, or its own best interest; and, (iv) except as expressly provided herein, the parties do not intend this Agreement to confer upon any person or entity who is not a party hereto, or expressly referenced in the release provision hereof, any rights or remedies. The parties represent and warrant that each signatory hereto has the full right and authority to enter into this Agreement and bind the

party on whose behalf he, she, or it has executed this Agreement. The parties represent and warrant that none of them has assigned or transferred to any person any claim, interest, matter, or any part or portion thereof, released pursuant to this Agreement.

14. **Waiver/Severability**. The parties agree that no waiver by any party of any particular provision or right under this Agreement shall be deemed to be a waiver of any other provision or right hereunder.

15. **Legal Fees and Costs**. Each of the parties is responsible for his, her or its own legal fees and costs, including but not limited to expert costs and costs of the mediator, arising from the matters, claims and issues mutually released herein, the above captioned action, the Released Scope of Work and/or of negotiating this Agreement.

16. **Execution in Counterparts**. This Agreement may be executed in counterparts which, when taken together with all other counterparts, shall constitute one complete document. Signatures and initials that are transmitted via facsimile or other electronic means shall have the same force and effect as original initials and signatures penned in ink. Copies of original execution pages of this Agreement shall have the same force and effect as the originals.

17. **Binding Nature of the Agreement**. Except as otherwise specified herein, this Agreement is binding upon each of the parties' respective legal predecessors, successors, executors, assigns, fiduciaries, heirs, spouses, or any other party or person who may succeed to their interests. Each of the parties warrants that he, she, or it has the legal right and authority, to the fullest extent of the law, including by exercising any and all legal and equitable rights and powers on behalf of any entity, to enter into this Agreement and to bind the person or party on whose behalf he, she, or it signs.

18. **Entire Agreement**. This Agreement including any attachments hereto contains the full, entire and complete agreement between the parties hereto. This Agreement supersedes

all prior agreements, negotiations, and understandings, whether written or oral, between the parties concerning the subject matter of this Agreement. Each of the parties acknowledges to the others that none of them nor any agent of any of them has made any promise, representation or warranty whatsoever, express or implied, written or oral, not contained herein concerning the subject matter hereof to induce him, her, or it to execute this Agreement, and each of the parties acknowledges that he, she or it has not executed this Agreement in reliance on any promise, representation or warranty not expressly contained or referenced in this Agreement.

19. **Modification of Agreement.** It is further agreed that this Agreement shall not be modified or amended except by an instrument in writing signed by the Releasors, Releasee, and CBC.

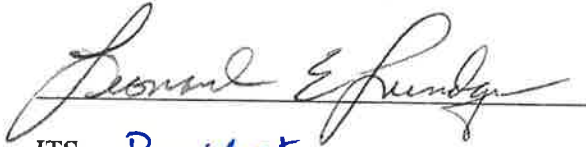
20. **Consultation with Attorney.** It is further understood, acknowledged and agreed that the parties hereto acknowledge that they have executed this Agreement in consultation with their attorney.

21. **Retention of Claims.** Notwithstanding any other term or provision herein, Plaintiffs retain all claims against all other parties except the release given herein solely in favor of Releasee.

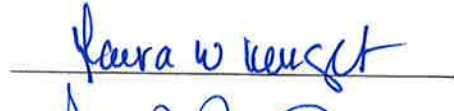
It is further acknowledged and agreed that this Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, purchasers, assigns, estates of, and all successors in interest to the Releasors, Releasee, and CBC and all other beneficiaries to this Agreement.

IN WITNESS WHEREOF the undersigned have hereunto set their hands and seals to
this Agreement as follows:

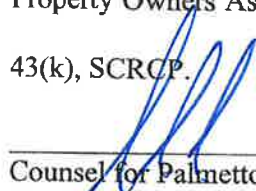
BY: Palmetto Pointe at Peas Island Condominium
Property Owners Association, Inc.


ITS: President

WITNESSES:




I, Justin Lucy, as attorney for Palmetto Pointe at Peas Island Condominium
Property Owners Association, Inc., hereby execute this agreement only for the purposes of Rule
43(k), SCRPC.


Counsel for Palmetto Pointe at Peas Island
Condominium Property Owners Association, Inc.

BY: Jack Love, Individually, and on behalf
of others similarly situated

WITNESSES:

STATE OF _____, COUNTY OF _____

I, _____, as attorney for Jack Love, Individually, and on behalf of others
similarly situated, hereby execute this agreement only for the purposes of Rule 43(k), SCRPC.

Counsel for Jack Love, Individually,
and on behalf of others similarly situated

IN WITNESS WHEREOF the undersigned have hereunto set their hands and seals to
this Agreement as follows:

BY: Palmetto Pointe at Peas Island Condominium
Property Owners Association, Inc.

WITNESSES:

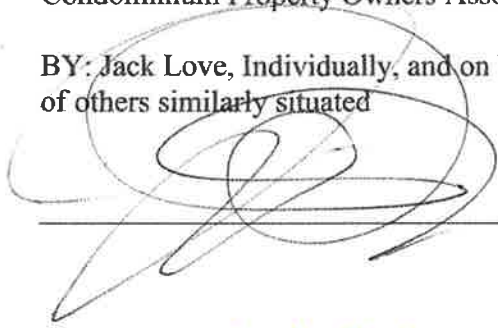
ITS: _____

I, _____, as attorney for Palmetto Pointe at Peas Island Condominium
Property Owners Association, Inc., hereby execute this agreement only for the purposes of Rule
43(k), SCRPC.

Counsel for Palmetto Pointe at Peas Island
Condominium Property Owners Association, Inc.

BY: Jack Love, Individually, and on behalf
of others similarly situated

WITNESSES:



Maeva Blumet

[Signature]

[Signature]

STATE OF South Carolina, COUNTY OF Charleston

I, Justin Lacey, as attorney for Jack Love, Individually, and on behalf of others
similarly situated, hereby execute this agreement only for the purposes of Rule 43(k), SCRPC.

Counsel for Jack Love, Individually,
and on behalf of others similarly situated

Re: Tallent & Sons Settlement Agreement
2015-CP-10-0955

BY: Complete Building Corporation

WITNESSES:

Everett A. Kendall for Vic Apat

ITS: Attorney w/ express authority

STATE OF Richland S.C., COUNTY OF Richland

I, _____, as attorney for Complete Building Corporation, hereby execute this agreement only for the purposes of Rule 43(k), SCRPC.

Counsel for Complete Building Corporation

Feb 22, 2019

IN WITNESS WHEREOF the undersigned have hereunto set their hands and seals to
this Agreement as follows:

BY: Tallent and Sons, Inc.



ITS: President

WITNESSES:




I, Carter Massingill, as attorney for Tallent and Sons, Inc., hereby execute this
agreement only for the purposes of Rule 43(k), SCRCP.


Counsel for Tallent and Sons, Inc.

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

PALMETTO POINTE AT PEAS ISLAND
CONDOMINIUM PROPERTY OWNERS
ASSOCIATION, INC. AND JACK LOVE,
INDIVIDUALLY, AND ON BEHALF OF
ALL OTHERS SIMILARLY SITUATED,

Plaintiffs,

VS.

ISLAND POINTE, LLC; COMPLETE
BUILDING CORPORATION; TRI-COUNTY
ROOFING, INC.; CREEKSIDE, INC.;
AMERICAN RESIDENTIAL SERVICES, LLC
D/B/A ARS/RESCUE ROOTER
CHARLESTON; ANDERSEN WINDOWS,
INC.; ATLANTIC BUILDING
CONSTRUCTION SERVICES, INC. N/K/A
ATLANTIC CONSTRUCTION SERVICES,
INC.; BUILDER SERVICES GROUP, INC.
D/B/A GALE CONTRACTOR SERVICES;
NOVUS ARCHITECTS, INC., F/K/A SGM
ARCHITECTS, INC.; TALLENT AND SONS,
INC.; W C SERVICES, INC.; CRG
ENGINEERING, INC.; CERTAINTED
CORPORATION; KELLY FLOORING
PRODUCTS, INC., D/B/A CARPET
BAGGERS; CORNERSTONE
CONSTRUCTION AND MARK MALLOY
D/B/A CORNERSTONE CONSTRUCTION;
MIRACLE SIDING, LLC AND WILSON
LUCAS SALES D/B/A MIRACLE SIDING,
LLC; MARK PALPOINT A/K/A MICAH
PALPOINT; ELROY ALONZO VASQUEZ;
CHRIS A/K/A JOHN DOE 61; ALDERMAN
CONSTRUCTION; STANLEY'S VINYL
FENCE DESIGNS; COHEN'S DRYWALL
COMPANY, INC.; MOSELY CONCRETE;
HAND A FRAMING CONSTRUCTION, LLC
A/K/A H&A FRAMING CONSTRUCTION,
LLC AND D/B/AH AND A FRAMING, LLC,
H&A CONSTRUCTION, AND HAND A

) IN THE COURT OF COMMON PLEAS

) NINTH JUDICIAL CIRCUIT

) CASE NO. 2015-CP-10-0955

SETTLEMENT AGREEMENT,
RELEASE, MUTUAL RELEASE AND
AGREEMENT TO INDEMNIFY AS TO
CERTAINTED CORPORATION

CONSTRUCTION; JMC CONSTRUCTION,)
INC.; JMC CONSTRUCTION, LLC; JOHN)
DOE 1-15,)

Defendants.)

COMPLETE BUILDING CORPORATION,)
INC.,)

Third-Party Plaintiff,)

VS.)

LEONARD T. BROWNE AND)
CHRISTOPHER N. UNION,)

Third-Party Defendants.)

CREEKSIDE, INC.,)

Third-Party Plaintiff,)

VS.)

CHRISTOPHER N. UNION,)

Third-Party Defendant.)

AMERICAN RESIDENTIAL SERVICES, LLC,)

Third-Party Plaintiff,)

VS.)

VICTOR HUGO HERNANDEZ; HERNANDEZ)
ELECTRIC, LLC; LILIANA ROJAS FLORES;)
MARTIN BARR D/B/A PORT CITY)
STRUCTURED WIRING; KELLER)
ELECTRIC, LLC; JOHN TOOLIN D/B/A)
JOHN F. TOOLIN HEAT AND AIR; RUSSELL)
"RUSTY" HILL D/B/A RUSTY'S HEATING &)
AIR; and WARREN ANDERSON,)

Third-Party Defendants.)



This Settlement Agreement, Receipt, Mutual Release and Agreement to Indemnify (referred to herein as the "Agreement") is entered on the date set forth below by and among the Plaintiffs, Palmetto Pointe At Peas Island Condominium Property Owners Association, Inc. (hereinafter occasionally referred to as the "COA") and Jack Love, on behalf of themselves and all owners of condominium units at the Project, their successors, purchasers, heirs, executors, administrators, employees, contractors, members and assigns (referred to collectively herein as "Plaintiffs" or "Releasors"), Defendant CertainTeed Corporation (referred to herein as "Releasee") and Defendant Complete Building Corporation ("CBC").

RECITALS

WHEREAS the above captioned action arises out of Plaintiffs filing a Complaint (Case No. 2015-CP-10-0955) in the Charleston County Court of Common Pleas against certain Defendants, seeking damages allegedly caused by and/or related to construction and/or product deficiencies and other conditions arising from or related to the construction, renovation, repair, sale and/or marketing of the condominium project known as "Palmetto Pointe at Peas Island," located at Folly Creek Way in Charleston County, South Carolina (referred to herein as the "Project") and which is more fully described in Plaintiffs' Complaint; and

WHEREAS ninety-seven and one half percent (97.5%) of the Palmetto Pointe condominium owners have assigned their interests and claims relating to this suit to the COA and the COA is in the process of collecting assignments from the remaining owner(s); and,

WHEREAS Plaintiffs asserted claims against Releasee for installed asphalt roofing shingles, fiber cement siding and aluminum trim coil by filing the Complaint and any amendments thereto, seeking damages from Releasee allegedly caused by and/or related to construction and/or product deficiencies and other conditions arising from or related to the sale,

marketing, construction, renovation or repair of the Project and which is more fully described in the Plaintiffs' pleadings, the allegations of which are incorporated herein by reference; and

WHEREAS Plaintiffs claim that some of the damages and deficiencies at or related to the Project are attributable to the work or materials of Releasee and claims that the actions and/or omissions of Releasee are the direct and proximate cause of damage to the Project and/or to the Plaintiffs, as more fully set forth in the pleadings filed in the above captioned action; and

WHEREAS the Releasee and CBC have denied their work, products and/or materials supplied to the Project were defective or deficient and further deny their work, product and/or material supplied to the Project were in any way a direct or proximate cause of any damage or loss to the Project or Plaintiffs herein; and

WHEREAS, in order to avoid the costs of expensive and protracted litigation and in exchange for the mutual promises and consideration set forth herein, the undersigned do hereby agree as follows:

1. **Incorporation of Recitals.** The Recitals and other statements set forth above are hereby incorporated into and made a part of the terms and conditions of this Agreement by reference as if stated herein verbatim.

2. **Intent of Scope of Mutual Release.** For and in consideration of the terms herein, the parties to this Agreement contemplate a complete and final settlement of all claims that have been, could have been or could be asserted in the future by Releasers against Releasee arising from or related in any way to damage allegedly related to work performed at or materials or products supplied to the Project, including all damages resulting therefrom, not known or hereinafter arising.

3. **Payment to Plaintiffs.** Plaintiffs will be paid the total sum of thirty-five thousand dollars (\$35,000) (referred to herein as the "Settlement Amount") by or on behalf of

Releasee. Payment of the Settlement Amount by check made payable to the Lucey Law Firm Trust Account, as attorney for the COA, shall be tendered to Plaintiffs' counsel not later than thirty (30) calendar days following full and correct execution of this Agreement by Plaintiffs. Payment of the Settlement Amount is expressly contingent upon the full and correct execution of this Agreement by Plaintiffs. The payment of the Settlement Amount shall be held in escrow by Plaintiffs' counsel until an Order is entered dismissing Releasee from the above captioned action, with prejudice.

4. **Indemnification.** The COA shall defend, indemnify and hold harmless Releasee, its successors, heirs, executors, administrators, employees, parent companies, contractors, insurers, sureties and assigns from any and all claims made by, through, under, or on behalf of the COA, and from any and all claims made by, through, under, or on behalf of any member of the COA, regardless of whether the damages are fully known or unknown at this time. This obligation shall include, but is not limited to, the obligation to defend any such claims or, upon failure thereof, to pay the attorney's fees incurred by Releasee in defense of such claims.

5. **Release of Claims against Releasee.** For and in consideration of the payment of the Settlement Amount, the sufficiency of the Settlement Amount being hereby acknowledged, the Releasors, on behalf of ourselves, our successors, our purchasers, our heirs, our executors, our administrators, our employees, our contractors, our insurers, our sureties and our assigns, do hereby RELEASE, REMISE, ACQUIT AND FOREVER DISCHARGE Releasee, its successors, predecessors, parent companies, subsidiaries, affiliates, heirs, executors, administrators, employees, contractors, insurers, sureties, attorneys and assigns, of and from any and all causes of action, claims, demands, costs, suits at law, suits in equity, workers compensation claims, judgments, liens, costs, expenses, loss of service, loss of companionship, loss of society, loss of use and all claims of any nature and kind whatsoever, for personal or bodily injury, property

damage, or otherwise, known or unknown, foreseen and unforeseen, which the Relcasors have or may in the future be entitled to have against Releasee, which are on account of, are in any way related to, and/or that arise out of the work performed and/or materials or products manufactured, supplied, or used in the construction of the Project (the "Released Scope of Work"). The Relcasors further acknowledge and expressly agree, as consideration and inducement for this settlement, that this Agreement shall apply to unknown and unanticipated injuries and damages, as well as those now disclosed.

6. **CBC's Release of Claims against Releasee.** For and in consideration of the payment of the Settlement Amount by or on behalf of the Releasee, and the promises set forth herein, CBC, on behalf of itself, its successors, predecessors, parent companies, subsidiaries, affiliates, heirs, executors, administrators, employees, contractors, insurers, sureties and assigns, does hereby RELEASE, REMISE, ACQUIT AND FOREVER DISCHARGE Releasee, its successors, predecessors, parent companies, subsidiaries, affiliates, heirs, executors, administrators, employees, contractors, insurers, sureties and assigns of and from any and all causes of action, claims, demands, subrogation, costs, suits at law, suits in equity, workers compensation claims, judgments, liens, costs, expenses, loss of service, loss of companionship, loss of society, loss of use and all claims of any nature and kind whatsoever, for personal or bodily injury, property damage, or otherwise, known or unknown, foreseen and unforeseen, which CBC has or may in the future be entitled to have against Releasee, which are on account of, are in any way related to, and/or that arise out of the Released Scope of Work and/or the above captioned action. CBC further acknowledges and expressly agrees, as consideration and inducement for this settlement, that this Release shall apply to unknown and unanticipated injuries and damages resulting from the Released Scope of Work and/or the above captioned action, as well as those now disclosed. In consideration of this release, Plaintiffs agree to provide CBC a credit or offset against

~~damages or judgment (but not both)~~ arising under this action equal to the Settlement Amount.

7. Releasee's Release of Claims against Releasor and CBC. For and in consideration of the promises set forth herein, Releasee, on behalf of itself, its successors, predecessors, parent companies, subsidiaries, affiliates, heirs, executors, administrators, employees, contractors, insurers sureties and assigns, does hereby RELEASE, REMISE, ACQUIT AND FOREVER DISCHARGE Releasor and CBC, their successors, predecessors, parent companies, subsidiaries, affiliates, heirs, executors, administrators, employees, contractors, attorneys, insurers, sureties and assigns of and from any and all causes of action, claims, demands, costs, suits at law, suits in equity, workers compensation claims, judgments, liens, costs, expenses, loss of service, loss of companionship, loss of society, loss of use and all claims of any nature and kind whatsoever, for personal or bodily injury, property damage, or otherwise, known or unknown, foreseen and unforeseen, which Releasee has or may in the future be entitled to have against Releasor or CBC, which are on account of, are in any way related to, and/or that arise out of the Released Scope of Work and/or the above captioned action. Releasee further acknowledges and expressly agrees, as consideration and inducement for this settlement, that this Release shall apply to unknown and unanticipated injuries and damages resulting from the Released Scope of Work and/or the above captioned action, as well as those now disclosed. Releasee further releases any and all claims of any nature or kind against CBC'S insurance carriers and policies related to the Project.

8. Order or Stipulation of Dismissal. By executing this Agreement and accepting the Settlement Amount, Releasors and CBC agree to dismiss, release, abandon and forever end, with prejudice, any and all claims they have or could have asserted against Releasee on account of, arising from or related in any way to the Released Scope of Work, including any claims for costs and/or attorney's fees; and Releasee agrees to dismiss with prejudice any actual or potential

cross-claims against CBC. All claims released herein by Releasors and/or CBC against Releasee are to be dismissed with prejudice. Accordingly, Releasors, Releasee and CBC agree, following Plaintiffs' receipt of the Settlement Amount, to execute, consent to and/or submit an Order or Stipulation of Dismissal, with prejudice, for the purpose of dismissing, releasing, abandoning and forever ending any and all claims asserted or any claims, known or unknown, that could have been asserted in the above captioned action against Releasee, including any claims for attorney's fees; and dismissing, abandoning, releasing and/or forever ending any actual or potential cross claims between Releasee and CBC. The Releasors, CBC, and Releasee do hereby grant unto their attorneys, full and complete authority to consent to such order or stipulation as may be necessary to dismiss and forever end the claims mutually released herein, with prejudice.

9. **Affirmation of Non-Assignment of Rights or Claims.** By executing this Agreement, all parties expressly acknowledge and represent to each other that at the time of execution, except as to the homeowner assignments referenced above, they have not assigned any of their rights, claims or interests related in any way whatsoever to the Project, the above captioned action, and/or the Released Scope of Work that they had in the past, currently have or may in the future have against any party, entity or individual released by and through this Agreement. All parties to this Agreement expressly acknowledge that this affirmation of non-assignment constitutes an essential part of this Agreement and is necessary to effectuate the mutual release of the parties, entities and individuals as contemplated herein.

10. **Non-Admission of Liability.** This Agreement, the payment and/or acceptance of monies and any negotiations, discussions or proceedings in connection therewith, shall not be construed as an admission, evidence or concession by any party of any liability, wrongdoing or misconduct of any kind by any party to this Agreement, which is expressly and specifically denied on the part of Releasee and CBC. In consideration of the payment of the Settlement

Amount and the terms and conditions herein, the parties to this Agreement agree that this settlement is intended to terminate a specific controversy between the Releasors and Releasee and between Releasee and CBC to avoid further litigation between them and for Releasee to buy its peace.

11. **Joint Drafting.** Respective counsel for each party hereto has participated in the negotiation of, read, and approved each and every term, and all of the language, of this Agreement, and each of the parties agrees that the identity of the drafter of any particular term or provision shall have no effect on the interpretation of this Agreement. The language of this Agreement shall be construed as a whole according to its reasonable meaning, and not for or against any of the parties based upon the authorship of any part of this Agreement.

12. **Governing law, Venue and Construction.** This Agreement shall be governed by, and construed and interpreted under the laws of the state of South Carolina. Any disagreement regarding settlement documents shall be submitted to either a mutually agreed upon mediator or the Charleston County Circuit Court judge for final and binding resolution.

13. **Representations and Warranties.** The parties represent and warrant that they have read and understand this Agreement. Each of the parties has made such investigation of the facts pertaining to this Agreement and of all other matters pertaining hereto as they deem necessary and appropriate. The parties warrant that each of the following propositions is true and correct: (i) they entered into this Agreement only after carefully reviewing it with counsel or, if they did not have counsel, they understand and accept each and every term hereof; (ii) they entered into this Agreement without any coercion and under no duress of any kind; (iii) this Agreement reflects the conclusion of each of the parties that this Agreement is in his, her, or its own best interest; and, (iv) except as expressly provided herein, the parties do not intend this Agreement to confer upon any person or entity who is not a party hereto, or expressly referenced

in the release provision hereof, any rights or remedies. The parties represent and warrant that each signatory hereto has the full right and authority to enter into this Agreement and bind the party on whose behalf he, she, or it has executed this Agreement. The parties represent and warrant that none of them has assigned or transferred to any person any claim, interest, matter, or any part or portion thereof, released pursuant to this Agreement.

14. **Waiver/Severability**. The parties agree that no waiver by any party of any particular provision or right under this Agreement shall be deemed to be a waiver of any other provision or right hereunder.

15. **Legal Fees and Costs**. Each of the parties is responsible for his, her or its own legal fees and costs, including but not limited to expert costs and costs of the mediator, arising from the matters, claims and issues mutually released herein, the above captioned action, the Released Scope of Work and/or of negotiating this Agreement.

16. **Execution in Counterparts**. This Agreement may be executed in counterparts which, when taken together with all other counterparts, shall constitute one complete document. Signatures and initials that are transmitted via facsimile or other electronic means shall have the same force and effect as original initials and signatures penned in ink. Copies of original execution pages of this Agreement shall have the same force and effect as the originals.

17. **Binding Nature of the Agreement**. Except as otherwise specified herein, this Agreement is binding upon each of the parties' respective legal predecessors, successors, executors, assigns, fiduciaries, heirs, spouses, or any other party or person who may succeed to their interests. Each of the parties warrants that he, she, or it has the legal right and authority, to the fullest extent of the law, including by exercising any and all legal and equitable rights and powers on behalf of any entity, to enter into this Agreement and to bind the person or party on whose behalf he, she, or it signs.

18. **Entire Agreement.** This Agreement including any attachments hereto contains the full, entire and complete agreement between the parties hereto. This Agreement supersedes all prior agreements, negotiations, and understandings, whether written or oral, between the parties concerning the subject matter of this Agreement. Each of the parties acknowledges to the others that none of them nor any agent of any of them has made any promise, representation or warranty whatsoever, express or implied, written or oral, not contained herein concerning the subject matter hereof to induce him, her, or it to execute this Agreement, and each of the parties acknowledges that he, she or it has not executed this Agreement in reliance on any promise, representation or warranty not expressly contained or referenced in this Agreement.

19. **Modification of Agreement.** It is further agreed that this Agreement shall not be modified or amended except by an instrument in writing signed by the Releasors, Releasee, and CBC.

20. **Consultation with Attorney.** It is further understood, acknowledged and agreed that the parties hereto acknowledge that they have executed this Agreement in consultation with their attorney.

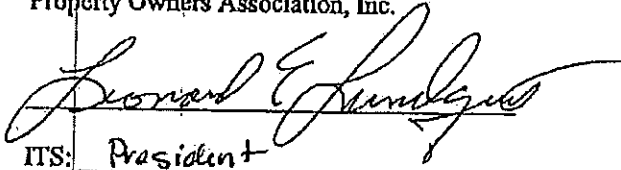
21. **Retention of Claims.** Notwithstanding any other term or provision herein, Plaintiffs retain all claims against all other parties except the release given herein solely in favor of Releasee.

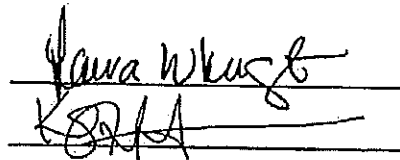
It is further acknowledged and agreed that this Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, purchasers, assigns, estates of, and all successors in interest to the Releasors, Releasee, and CBC and all other beneficiaries to this Agreement.

IN WITNESS WHEREOF the undersigned have hereunto set their hands and seals to
this Agreement as follows:

BY: Palmetto Pointe at Peas Island Condominium
Property Owners Association, Inc.

WITNESSES:


ITS: President


KORRA

I, Stephanie Drawdy, as attorney for Palmetto Pointe at Peas Island Condominium
Property Owners Association, Inc., hereby execute this agreement only for the purposes of Rule
43(k), SCRCPI


Counsel for Palmetto Pointe at Peas Island
Condominium Property Owners Association, Inc.

BY: Jack Love, Individually, and on behalf
of others similarly situated

WITNESSES:

STATE OF _____, COUNTY OF _____

I, _____, as attorney for Jack Love, Individually, and on behalf of others
similarly situated, hereby execute this agreement only for the purposes of Rule 43(k), SCRCPI.

Counsel for Jack Love, Individually,
and on behalf of others similarly situated



IN WITNESS WHEREOF the undersigned have hereunto set their hands and seals to

this Agreement as follows:

BY: Palmetto Pointe at Peas Island Condominium
Property Owners Association, Inc.

WITNESSES:

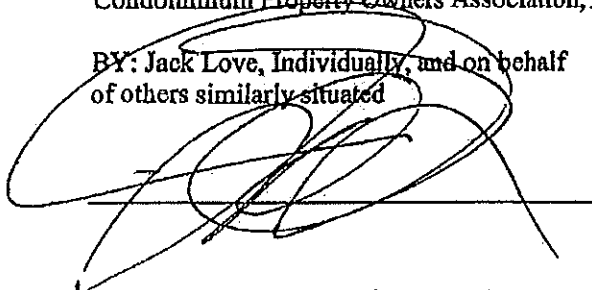
ITS: _____

I, _____, as attorney for Palmetto Pointe at Peas Island Condominium
Property Owners Association, Inc., hereby execute this agreement only for the purposes of Rule
43(k), SCRPC.

Counsel for Palmetto Pointe at Peas Island
Condominium Property Owners Association, Inc.

BY: Jack Love, Individually, and on behalf
of others similarly situated

WITNESSES:



K. B. M.

STATE OF South Carolina, COUNTY OF Charleston

I, Stephanie Drawdy, as attorney for Jack Love, Individually, and on behalf of others
similarly situated, hereby execute this agreement only for the purposes of Rule 43(k), SCRPC.

Counsel for Jack Love, Individually,
and on behalf of others similarly situated

Handwritten signature/initials

BY: CertainTeed Corporation

WITNESSES:

[Signature]
ITS: CEO

[Signature]
[Signature]

STATE OF Pennsylvania, COUNTY OF Chester

I, John J. [Signature], as attorney for CertainTeed Corporation, hereby execute this
agreement only for the purposes of Rule 43(k), SCRPC.

[Signature]
Counsel for CertainTeed Corporation

[Signature]

BY: Complete Building Corporation

WITNESSES:

Everett A. Kendall, Jr.

ITS: attorney w/ express power

STATE OF South Carolina, COUNTY OF Richmond

I, _____, as attorney for Complete Building Corporation, hereby execute this agreement only for the purposes of Rule 43(k), SCRPC.

Everett A. Kendall, Jr.
Counsel for Complete Building Corporation

July 12, 2018

WAIVER, RELEASE AND SETTLEMENT AGREEMENT

This WAIVER, RELEASE and SETTLEMENT AGREEMENT ("Agreement") is made and entered into this ____ day of January 2019, by and between Palmetto Pointe at Peas Island Condominium Property Owners Association, Inc., and Jack Love, Trustee on behalf of the Love-McKim Living Trust ("Plaintiffs"), Complete Building Corporation ("CBC"), and Kelly Flooring Products, Inc., d/b/a Carpet Baggers ("Kelly Flooring") (sometimes CBC and Kelly Flooring collectively referred to as "Defendants").

WHEREAS, Plaintiffs filed a lawsuit against Defendants in the Charleston County Court of Common Pleas, South Carolina, captioned Palmetto Pointe at Peas Island Condominium Property Owners Association, Inc., and Elizabeth A. Bushey, individually, and one behalf of all others similarly situated, v. Island Pointe, LLC, Leonard T. Browne, Complete Building Corporation, Tri-County Roofing, Inc., Creekside, Inc., American Residential Services, LLC d/b/a /Rescue Rooter Charleston, Andersen Windows, Inc., Atlantic Building Construction Services, Inc. n/k/a Atlantic Construction Services, Inc., Christopher N. Union, Builder Services Group, Inc. d/b/a Gale Contractor Services, Novus Architects, Inc., f/k/a SGM Architects, Inc., Tallent and Sons, Inc., W C Services, Inc., CRG Engineering, Inc., Certainteed Corporation, Kelly Flooring Products, Inc., d/b/a Carpet Baggers, and John Doe 1-60, Civil Action No.:2015-CP-10-0955 (the "Lawsuit"), asserting various causes of action, seeking damages and other monetary relief against Defendants relating to alleged deficiencies in the installation of materials by Kelly Flooring; and

WHEREAS, the Plaintiffs and Kelly Flooring have mutually agreed to resolve all said claims asserted therein and all claims which could have been asserted therein and, thus, settle said litigation between the Plaintiffs and Kelly Flooring; and

WHEREAS, CBC and Island Pointe, LLC have asserted cross claims against Kelly Flooring, but CBC has now agreed to resolve all said claims asserted in the Lawsuit or which could have been asserted in the Lawsuit against Kelly Flooring; and

WHEREAS, Defendants have denied, and continue to deny, any and all liability to Plaintiffs; and

WHEREAS, as a result of extensive negotiation and settlement discussions, the Plaintiffs, CBC and Kelly Flooring have reached an agreement to 1) resolve any and all claims asserted against Kelly Flooring and 2) to resolve any and all claims asserted against CBC but only to the extent those claims are related to the scope of work performed by Kelly Flooring solely in unit 1607 in which alleged wood flooring installation deficiencies and sub-floor framing deficiencies have been discovered to date; and 3) to resolve any and all claims asserted against Island Pointe, LLC to the extent those claims are related to the scope of work performed by Kelly Flooring at the Palmetto Pointe project; and

WHEREAS, the Parties have agreed to settle this matter in the interest of avoiding the time, cost and expense associated with further litigation;

NOW, THEREFORE, for and in consideration of the mutual promises hereinafter expressed, it is hereby agreed by and between Plaintiffs and Defendants as follows:

1. Payment.

- a. Defendant, Kelly Flooring, through its insurance carrier Penn National Insurance Company, agrees to pay to Plaintiffs Twenty Five Thousand 00/100 Dollars (\$25,000.00) in full settlement of the Lawsuit.

2. Tax Liability.

The Parties to this Agreement understand and agree that each party will be responsible to any state or federal tax authority for their own tax liability or withholding responsibility that may now or hereafter be alleged or asserted against any party for any reason whatsoever arising out of this Agreement, such liability being each party's own sole responsibility.

3. Release by Plaintiffs of Kelly Flooring.

Plaintiffs, intending to be legally bound and in consideration of the agreements made herein and obligations undertaken pursuant to this Agreement, do for themselves, their successors, heirs, purchasers, executors, administrators, representatives, unit owners and assigns hereby remise, release and forever discharge Defendant Kelly Flooring and its heirs, executors, administrators, successors, predecessors, assigns, affiliates, parent and subsidiary corporations, limited-liability corporations, insurers, publicly-traded partnerships, owners, directors, officers, partners, insurers including Penn National Insurance Company, attorneys, agents and employees, and former agents and employees, as well as any current or future corporations or partnerships that, directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with Kelly Flooring ("The Released Parties"), from any and all actions and causes of action, claims, demands, suits, damages, contracts, agreements and compensation whatsoever and from any other claims of any nature whatsoever, whether asserted or not asserted, whether known or unknown, including, but not limited to, claims alleged in the Lawsuit, and any other statutory, common law or equitable theories, from the beginning of time to the date of execution of this Agreement, which Plaintiffs or anyone claiming by, through or under them in any way might have or could have raised against Defendant Kelly Flooring or The Released Parties, or which may in any way be alleged to have resulted from Kelly Flooring's scope of work at the subject Palmetto Pointe project, including but not limited to the design, supply and installation of the wood flooring systems and for the allegation that Kelly Flooring failed to identify sub-flooring installation deficiencies allegedly committed by the framer prior to Kelly Flooring performing its work.

4. Release Given by the Plaintiffs to Island Pointe

In consideration for the payment made by Defendant Kelly Flooring, as set forth above, the Plaintiffs for themselves, their successors, heirs, purchasers, representatives, executors, administrators, unit owners and assigns, hereby acquit and forever discharge Island Pointe, LLC and all of its officers, partners, members, directors, shareholders, parent, subsidiary, related and affiliated corporations, successors, assigns, partners, agents, insurers, attorneys, sureties, servants, and employees, from any and all past, present, and future claims, demands, debts, rights, actions, damages (including direct, indirect, and consequential damages), costs, causes of action, suits at law or in equity, expenses and

attorneys' fees, expenses and fees of consultants and/or experts and all claims of any nature or kind whatsoever, now existing or which may hereafter accrue, and all known and unknown, discovered and undiscovered, foreseen and unforeseen losses and damages resulting from, or which may in any way be alleged to have resulted from Kelly Flooring's scope of work at the Palmetto Pointe project, including but not limited to the design, supply and installation of the wood flooring system at the subject project, and the allegations that Kelly Flooring failed to identify sub-flooring installation deficiencies allegedly committed by the framer prior to Kelly Flooring performing its work. This Release does not Release Island Pointe, LLC for any other claims asserted in the Lawsuit.

5. Release Given by the Plaintiffs to CBC

In consideration for the payment made by Defendant Kelly Flooring, as set forth above, the Plaintiffs for themselves, their successors, heirs, purchasers, representatives, executors, administrators, unit owners and assigns, hereby acquit and forever discharge CBC and all of their officers, partners, members, directors, shareholders, parent, subsidiary, related and affiliated corporations, successors, assigns, partners, agents, attorneys, insurers including FCCI, sureties, servants, and employees from any and all past, present, and future claims, demands, debts, rights, actions, damages (including direct, indirect, and consequential damages), costs, causes of action, suits at law or in equity, expenses and attorneys' fees, expenses and fees of consultants and/or experts and all claims of any nature or kind whatsoever, now existing or which may hereafter accrue, and all known and unknown, discovered and undiscovered, foreseen and unforeseen losses and damages resulting from, or which may in any way be alleged to have resulted from Kelly Flooring's scope of work at unit 1607, in which alleged wood flooring installation and sub-floor framing deficiencies have been discovered to date. This Release does not release CBC for any work performed by Kelly Flooring at any other unit in the event such deficiencies are discovered in the future or for any work committed by the framer in any unit at the project. This Release does not release CBC for any other claims asserted in the Lawsuit and any such claims are expressly preserved.

6. Release Given by CBC to Kelly Flooring

In consideration for the payment made by Kelly Flooring and the limited scope of work release received as set forth above, CBC and its heirs, executors, administrators, successors, predecessors, assigns, affiliates, parent and subsidiary corporations, limited-liability corporations, insurers, publicly-traded partnership, owners, directors, officers, partners, attorneys, agents and employees, and former agents and employees, as well as any current or future corporations or partnerships that, directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with CBC, hereby acquit and forever discharge Kelly Flooring and its heirs, executors, administrators, successors, predecessors, assigns, affiliates, parent and subsidiary corporations, limited-liability corporations, insurers, publicly-traded partnerships, owners, directors, officers, partners, attorneys, agents and employees, and former agents and employees, as well as any current or future corporations or partnerships that, directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with Kelly Flooring, from any and all past, present, and future claims, demands, debts, rights, actions, damages (including direct, indirect, and consequential damages), costs, causes of action including claims for indemnification and additional insurance coverage, suits at law or in equity, expenses and attorneys' fees, expenses and fees of consultants and/or experts and all claims of any nature or kind whatsoever, now existing or which may hereafter accrue, and all known and

unknown, discovered and undiscovered, foreseen and unforeseen losses and damages resulting from, or which may in any way be alleged to have resulted from Kelly Flooring's scope of work at the subject project, including but not limited to the design, supply, and installation of the wood flooring system at the subject project and the allegations that Kelly Flooring failed to identify sub-flooring installation deficiencies allegedly committed by the framer prior to Kelly Flooring performing its work.

7. Release Given by Kelly Flooring to Plaintiffs and CBC.

In consideration for the dismissal with prejudice and releases granted herein, Kelly Flooring and its heirs, executors, administrators, successors, predecessors, assigns, affiliates, parent and subsidiary corporations, limited-liability corporations, insurers, publicly-traded partnership, owners, directors, officers, partners, attorneys, agents and employees, and former agents and employees, as well as any current or future corporations or partnerships that, directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with Kelly Flooring, hereby acquit and forever discharge CBC and Plaintiffs and their heirs, executors, administrators, successors, predecessors, assigns, affiliates, parent and subsidiary corporations, limited-liability corporations, insurers, publicly-traded partnerships, owners, directors, officers, partners, attorneys, agents and employees, and former agents and employees, as well as any current or future corporations or partnerships that, directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with Plaintiffs and/or CBC, from any and all past, present, and future claims, demands, debts, rights, actions, damages (including direct, indirect, and consequential damages), costs, causes of action including claims for indemnification and additional insurance coverage, suits at law or in equity, expenses and attorneys' fees, expenses and fees of consultants and/or experts and all claims of any nature or kind whatsoever, now existing or which may hereafter accrue, and all known and unknown, discovered and undiscovered, foreseen and unforeseen losses and damages resulting from, or which may in any way be related to the Project.

8. Dismissal with Prejudice and Covenant Not to Sue.

Contemporaneous with the execution of this Agreement, a Consent Order or Stipulation of Dismissal with Prejudice will be executed and filed with the Court. The Plaintiffs and CBC further agree that they will not institute any legal proceedings, either individually or as a class representative or member, against Defendant Kelly Flooring or The Released Parties, as to any matter alleged in the Lawsuit or which could have been alleged in the Lawsuit. In the event the Plaintiffs hereto breach this covenant not to sue, the Defendant Kelly Flooring and the Released Parties shall be entitled to recover from the Plaintiffs their attorneys' fees and litigation expenses in defending such Lawsuit.

9. No Admission of Liability.

It is expressly understood that this Agreement is not to be construed as an admission of any violation of any federal, state or local statute, regulation or law, or of any duty owed by either party hereto. The Defendants and The Released Parties have denied and continue vigorously to deny any and all liability. The agreements made herein have been offered in consideration of the above release in order to avoid further dispute or litigation.

10. Governing Law.

This Agreement and Contract shall be governed by and construed in accordance with the laws of the State of South Carolina.

11. Accord and Satisfaction.

This Agreement is an accord and satisfaction of all prior obligations and claims between the Parties. This Agreement is executed voluntarily, and each party has read and understands its contents.

12. Entire Agreement.

The Parties agree that this Agreement shall be not be subject to any claims of mistake of fact and that they express a full and complete settlement, is intended to avoid further litigation, and is to be final and complete. The Parties agree that there is absolutely no agreement or reservation not clearly expressed herein; that the consideration provided for herein is all that the Plaintiffs are ever to receive for the claims identified herein including all related damages, liquidated damages, costs, attorneys' fees and other expenses; and that the execution hereof is with the full knowledge that this release covers all possible claims the Plaintiffs and CBC may have against the Defendant Kelly Flooring or The Released Parties, arising out of the Lawsuit or which could have been asserted in the Lawsuit.

13. Negotiated Agreement.

This Agreement has been negotiated between the Parties. In the event of any dispute over the interpretation of this Agreement, there shall be no rule of construction requiring that the Agreement be construed in favor of or against any of the Parties.

14. Voluntary Agreement.

The Parties, intending to be legally bound, apply their signatures voluntarily and with full understanding of the contents of this Agreement and after having had ample time to review and study this Agreement with counsel of their own choosing. The Parties also acknowledge that the significance of their rights and obligations under this Agreement have been fully explained to them to their satisfaction.

13. Subrogation Interests, Liens, or Unpaid Expenses.

The Plaintiffs agree that they will be solely responsible for any and all subrogation interest, liens, or unpaid expenses that may exist in the case. Plaintiffs further agree to resolve any such interest, liens, or expenses, and to hold Defendants and their insurers harmless for any/all claims that may arise against Defendants or their insurers for any subrogation interest, liens, or unpaid expenses accruing to the Plaintiffs.

14. Authority to Settle

Each party to this Agreement represents and warrants that they have the complete authority to execute this Agreement and compromise the claims as described in this Agreement. This Agreement includes the following other representations and warranties:

- a. Each of the undersigned warrants that he/she/it has not assigned or otherwise alienated the claims being settled by this Agreement to any other party or person(s) not a named party to this litigation;
- b. Plaintiffs warrant to the Defendants hereby released that the Plaintiffs have full right, title, and authority to pursue and to settle any and all claims for loss, costs, damages, liens, expenses (including attorneys' fees and expert fees), or other liability which might be claimed or imposed upon the Defendants hereby released, as a result of the matters, transactions, or occurrences that form the basis of the Lawsuit, and the Plaintiffs specifically warrant that no third person or entity has a valid legal claim to an interest in the matters referred to herein; or has a valid legal claim as an assignee or subrogee or successor in interest of any of the claims or causes of action mentioned above. Should any person, firm or entity claim the ownership and right to these claims, then the Association will defend, indemnify, and hold harmless Kelly Flooring from any and all such claims brought by the rightful owner, if in fact deemed to be the rightful owner.
- c. Each of the undersigned warrants that he/she/it has been counseled about the meaning and importance of this Agreement and its included releases, and;
- d. Each of the undersigned warrants that he/she/it knowingly and voluntarily executes this Agreement with the included releases.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

PLAINTIFFS:

Witnesses:




BY:



ITS:

Attorney

DEFENDANT:

KELLY FLOORING

Witnesses:

Bartana Wilson
Patricia Keane

BY:

[Signature]

ITS:

atby

Waiver, Release & Settlement Agreement
2015-CP-10-0955
1/25/19

DEFENDANT:

COMPLETE BUILDING CORPORATION

Witnesses:

BY:

Ernest A. Kendall

ITS:

Attorney

STATE OF SOUTH CAROLINA

) IN THE COURT OF COMMON PLEAS

COUNTY OF CHARLESTON

) NINTH JUDICIAL CIRCUIT

Palmetto Pointe at Peas Island Condominium
Property Owners Association, Inc. and Jack
Love, individually, and on behalf of all other
similarly situated,

) CASE NO. 2015-CP-10-0955

Plaintiffs,

VS.

SETTLEMENT AGREEMENT
AND RELEASE

Island Pointe, LLC; et al.,

Defendants.

Complete Building Corporation, Inc.,

Third-Party Plaintiff,

VS.

Leonard T. Browne and Christopher N. Union,

Third-Party Defendants.

Creekside, Inc.,

Third-Party Plaintiff,

VS.

Christopher N. Union,

Third-Party Defendant.

American Residential Services, LLC,

Third-Party Plaintiff,

VS.

Victor Hugo Hernandez, et al.,

Third-Party Defendants.

SETTLEMENT AGREEMENT

This Settlement Agreement and Release ("this Agreement"), made and entered into by and among Plaintiffs Palmetto Pointe at Peas Island Condominium Property Owners Association, Inc. and Jack Love, individually, and on behalf of all others similarly situated ("Plaintiffs"), the Settling Defendant, as defined below, and with the consent of Consenting Parties (collectively, the "Parties") effective this ____ day of February, 2018.

RECITALS

WHEREAS, Plaintiffs filed the above-referenced civil action alleging damages related to the property at Folly Creek Way in Charleston County, South Carolina known as Palmetto Pointe at Peas Island Condominium ("Project"),

WHEREAS, the Settling Defendant filed Answers denying and continues to deny Plaintiffs' allegations and the allegations made against it by Consenting Parties, but the Parties seek to resolve this dispute over the condominiums without further litigation; and

WHEREAS, the Parties and Consenting Parties voluntarily, and without duress or coercion, hereby fully and finally settle their dispute, as more fully set forth in this Agreement, both in the recitals stated above, and in the terms set forth hereafter.

NOW THEREFORE, the Parties and Consenting Parties agree as follows:

1. Definition of Settling Defendant: "Settling Defendant" shall be defined as MARK MALLORY D/B/A CORNERSTONE CONSTRUCTION ("Cornerstone"), and shall include American Insurance Adjustment Agency, Inc. and Global Indemnity, PLC

2. Definition of Consenting Parties: "Consenting Parties" shall be defined as COMPLETE BUILDING CORPORATION, INC. ("CBC") and TRI-COUNTY ROOFING, INC. ("Tri-County").

3. Incorporation by Reference of Settlement Agreement Executed on January 31, 2018: The terms of the short form Settlement Agreement executed by the Parties dated January 31, 2018 (attached hereto as Exhibit A) are hereby expressly incorporated by reference.

4. Mutual Release: For good and valuable consideration as stated herein, Plaintiffs and Settling Defendant, on behalf of themselves, their heirs, successors, and assigns, hereby release and forever discharge one another, their heirs, successors, subsidiaries, and assigns, of and from any and all claims of any kind or character which they have or might have against one another, whether known or unknown, and especially all claims for damages, costs, expenses, losses, attorneys' fees, punitive damages, or injuries to persons or property that arise from or relate in any way to the Project.

5. Release of Crossclaims: Settling Defendant, on the one hand, and Consenting Parties, on the other hand, release each other from any actual or potential claims relating in any

way to the Project, including cross-claims and additional insured ("AI") claims and rights. Consenting Parties agree to direct their counsel to dismiss Settling Defendant with prejudice from the above lawsuit, CA No. 2015-CP-10-0955, by filing an Order/Stipulation of Dismissal with Prejudice. This does not affect any claims by and between CBC, Tri-County, and/or Plaintiffs, and these claims remain.

6. Set-off/Credit: In consideration for CBC's release of its claims against Settling Defendant, Plaintiffs shall grant CBC a credit or set-off against any judgment equal to the Settlement Amount paid by Settling Defendant. In consideration for Tri-County's release of its claims against Settling Defendant, Plaintiffs shall grant Tri-County a credit or set-off against any judgment equal to the Settlement Amount paid by Settling Defendant.

7. Compromise Agreement/No Admission of Liability: This Agreement is the compromise of disputed claims and nothing contained herein is to be construed as an admission of liability by any Party. The Parties agree that all statements made in connection with the negotiation or execution of this Agreement shall be without prejudice to any person or Party, and shall not be deemed or construed to be admissions or evidence of any act, omission, matter, or proposition.

8. Binding Effect of Agreement: This Agreement shall be binding upon and inure to the benefit of the Parties and each of their respective insurers, agents, employees, representatives, officers, directors, principals, attorneys, shareholders, parent and/or subsidiary corporations, affiliates, assigns, successors, beneficiaries, and predecessors in interest.

9. Entire Agreement: This Agreement embodies the entire agreement of the Parties and supersedes all prior written or oral agreements or understandings between the Parties on the subject matter of the Agreement. It is intended by the Parties, that this Agreement shall be complete and shall not be subject to any claim of mistake of fact or law by any Party, their successors, agents, representatives, and/or assigns, and that it expresses a full and complete settlement of liability claimed and denied, and that this Agreement is intended to be full, final and complete.

10. Attorneys' Fees: Each Party shall bear their own attorneys' fees and costs which have arisen or shall arise from the actions of its own counsel in connection with the prosecution of any claims or defenses arising out of the Lawsuit, including the execution of this Agreement, the filing of a dismissal of the Parties' claims and cross-claims against Settling Defendant, and all related matters.

11. Amendments: No amendment, waiver, modification, or other variation of any of the terms of this Agreement will be effective unless it is made in a writing signed by the Parties expressly stating that such instrument is intended to amend, modify, or otherwise supplement the Agreement.

12. Severability: Whenever possible, each provision of this Agreement shall be interpreted so as to be valid under existing law. A finding of invalidity as to any provision of this Agreement or any portion thereof shall void only that provision or portion and no other, and this Agreement shall be interpreted as if it did not contain the invalid provision or portion.

13. Reliance on the Advice of Counsel: Each Party represents that, in the negotiating and drafting of this Agreement, it has been represented by counsel of its choice. Each Party affirms that its counsel has had a substantial role in the drafting and negotiating of this Agreement. Each Party declares that this Agreement is entered into voluntarily and is not predicated on any promise, representation or declaration, except as expressly stated in this Agreement, and that its terms have been bargained for after negotiations between the Parties. Therefore, each Party agrees that no rule of construction to the effect that any ambiguities are to be resolved against the drafter shall be employed in the interpretation of the Agreement.

14. Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same document. Signatures provided via facsimile or portable document format ("PDF") shall have the same effect as original signatures.

Intending to be legally bound hereby, the parties hereby execute the foregoing Settlement Agreement and General Release this ____ day of February, 2018.

SIGNATURE PAGES TO FOLLOW

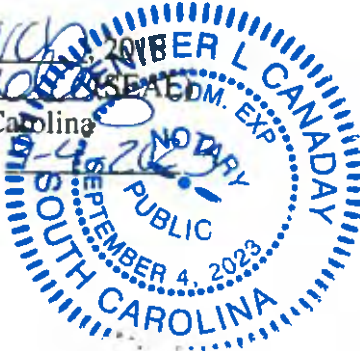

MARK MALLORY
D/B/A CORNERSTONE CONSTRUCTION

Printed Name: Suzanne Detees
Its: Attorney
Date: 3/28/2018

STATE OF SOUTH CAROLINA
COUNTY OF Charleston

PERSONALLY appeared before me, Jenifer L. Canaday, to me properly identified as the same, who acknowledged that they executed the foregoing instrument as their own free act and deed for the purposes therein expressed.

This 28 day of March, 2018, I, Jenifer L. Canaday,
Notary Public for South Carolina
My Commission Expires: 7-4-2023




PALMETTO POINTE AT PEAS ISLAND
CONDOMINIUM PROPERTY OWNERS
ASSOCIATION, INC. AND JACK LOVE,
INDIVIDUALLY, AND ON BEHALF OF ALL
OTHERS SIMILARLY SITUATED

Printed Name: Stephanie Denardy
Its: Attorney
Date: 4.25.18

STATE OF SOUTH CAROLINA
COUNTY OF Charleston

PERSONALLY appeared before me, Laura Knight, to me properly
identified as the same, who acknowledged that they executed the foregoing instrument as their
own free act and deed for the purposes therein expressed.

This 24th day of April, 2018
Laura W. Knight
Notary Public for South Carolina
My Commission Expires: 02-05-2026



Printed Name: VICTOR ARAT
Its: PROBATION
Date: 5/22/18

PERSONALLY appeared before me, VICTOR APAT, to me properly identified as the same, who acknowledged that they executed the foregoing instrument as their own free act and deed for the purposes therein expressed.

Notary Public for South Carolina
My Commission Expires: _____

Burton Hunter



Christy Payner
TRI-COUNTY ROOFING, INC.

Printed Name: Christy Payner
Its: _____
Date: _____

STATE OF SOUTH CAROLINA
COUNTY OF Charleston

PERSONALLY appeared before me, Christy Payner, to me properly identified as the same, who acknowledged that they executed the foregoing instrument as their own free act and deed for the purposes therein expressed.

This 18th day of May, 2018
[Signature] (SEAL)
Notary Public for South Carolina
My Commission Expires: 5-27-18

STATE OF SOUTH CAROLINA

) IN THE COURT OF COMMON PLEAS

COUNTY OF CHARLESTON

)
) NINTH JUDICIAL CIRCUIT

PALMETTO POINTE AT PEAS ISLAND
CONDOMINIUM PROPERTY OWNERS
ASSOCIATION, INC. AND JACK LOVE,
INDIVIDUALLY, AND ON BEHALF OF
ALL OTHERS SIMILARLY SITUATED,

) CASE NO. 2015-CP-10-0955

Plaintiffs,

VS.

ISLAND POINTE, LLC; COMPLETE
BUILDING CORPORATION; TRI-COUNTY
ROOFING, INC.; CREEKSIDE, INC.;
AMERICAN RESIDENTIAL SERVICES, LLC
D/B/A ARS/RESCUE ROOTER
CHARLESTON; ANDERSEN WINDOWS,
INC.; ATLANTIC BUILDING
CONSTRUCTION SERVICES, INC. N/K/A
ATLANTIC CONSTRUCTION SERVICES,
INC.; BUILDER SERVICES GROUP, INC.
D/B/A GALE CONTRACTOR SERVICES;
NOVUS ARCHITECTS, INC., F/K/A SGM
ARCHITECTS, INC.; TALLENT AND SONS,
INC.; W C SERVICES, INC.; CRG
ENGINEERING, INC.; CERTAINTED
CORPORATION; KELLY FLOORING
PRODUCTS, INC., D/B/A CARPET
BAGGERS; CORNERSTONE
CONSTRUCTION AND MARK MALLOY
D/B/A CORNERSTONE CONSTRUCTION;
MIRACLE SIDING, LLC AND WILSON
LUCAS SALES D/B/A MIRACLE SIDING,
LLC; MARK PALPOINT A/K/A MICAH
PALPOINT; ELOY ALONZO VASQUEZ;
CHRIS A/K/A JOHN DOE 61; ALDERMAN
CONSTRUCTION; STANLEY'S VINYL
FENCE DESIGNS; COHEN'S DRYWALL
COMPANY, INC.; MOSELY CONCRETE;
HAND A FRAMING CONSTRUCTION, LLC
A/K/A H&A FRAMING CONSTRUCTION,
LLC AND D/B/AH AND A FRAMING, LLC,
H&A CONSTRUCTION, AND HAND A

SETTLEMENT AGREEMENT AND
RELEASE AS TO MIRACLE SIDING,
LLC AND WILSON LUCAS SALES
D/B/A MIRACLE SIDING, LLC

CONSTRUCTION; JMC CONSTRUCTION,)
INC.; JMC CONSTRUCTION, LLC; JOHN)
DOE 1-15,)

Defendants.)

COMPLETE BUILDING CORPORATION,)
INC.,)

Third-Party Plaintiff,)

VS.)

LEONARD T. BROWNE AND)
CHRISTOPHER N. UNION,)

Third-Party Defendants.)

CREEKSIDE, INC.,)

Third-Party Plaintiff,)

VS.)

CHRISTOPHER N. UNION,)

Third-Party Defendant.)

AMERICAN RESIDENTIAL SERVICES, LLC,)

Third-Party Plaintiff,)

VS.)

VICTOR HUGO HERNANDEZ; HERNANDEZ)
ELECTRIC, LLC; LILIANA ROJAS FLORES;)
MARTIN BARR D/B/A PORT CITY)
STRUCTURED WIRING; KELLER)
ELECTRIC, LLC; JOHN TOOLIN D/B/A)
JOHN F. TOOLIN HEAT AND AIR; RUSSELL)
"RUSTY" HILL D/B/A RUSTY'S HEATING &)
AIR; and WARREN ANDERSON,)

Third-Party Defendants.)

This Settlement Agreement, Receipt, Release and Agreement to Indemnify (referred to herein as the "Agreement") is entered on the date set forth below by and among the Plaintiffs, Palmetto Pointe At Peas Island Condominium Property Owners Association, Inc. (hereinafter occasionally referred to as the "COA") and Jack Love, on behalf of themselves and all owners of condominium units at the Project, their successors, purchasers, heirs, executors, administrators, employees, contractors, members and assigns (referred to collectively herein as "Plaintiffs" or "Releasers") and Defendant Miracle Siding, LLC and Wilson Lucas Sales d/b/a Miracle Siding, LLC (referred to herein as "Releasee").

RECITALS

WHEREAS the above captioned action arises out of Plaintiffs filing a Complaint (Case No. 2015-CP-10-0955) in the Charleston County Court of Common Pleas against certain Defendants, seeking damages allegedly caused by and/or related to construction and/or product deficiencies and other conditions arising from or related to the construction, renovation, repair, sale and/or marketing of the condominium project known as "Palmetto Pointe at Peas Island," located at Folly Creek Way in Charleston County, South Carolina (referred to herein as the "Project") and which is more fully described in Plaintiffs' Complaint; and

WHEREAS one hundred percent (100%) of the Palmetto Pointe condominium owners have assigned their interests and claims relating to this suit to the COA; and,

WHEREAS Plaintiffs asserted claims against Releasee for supplying materials and installing siding, flashing, and related components, among other work, by filing the Complaint and any amendments thereto, seeking damages from Releasee allegedly caused by and/or related to construction and/or product deficiencies and other conditions arising from or related to the sale, marketing, construction, renovation or repair of the Project and which is more fully

described in the Plaintiffs' pleadings, the allegations of which are incorporated herein by reference; and

WHEREAS Plaintiffs claim that some of the damages and deficiencies at or related to the Project are attributable to the work or materials of Releasee and claims that the actions and/or omissions of Releasee are the direct and proximate cause of damage to the Project and/or to the Plaintiffs, as more fully set forth in the pleadings filed in the above captioned action; and

WHEREAS the Releasee has denied their work, products and/or materials supplied to the Project were defective or deficient and further deny their work, product and/or material supplied to the Project were in any way a direct or proximate cause of any damage or loss to the Project or Plaintiffs herein; and

WHEREAS, this case was tried before a jury Monday, May 6 through Thursday, May 16, 2019 before the Honorable Jennifer B. McCoy; and

THEREFORE, in exchange for the promises and consideration set forth herein, the undersigned do hereby agree as follows:

1. **Incorporation of Recitals.** The Recitals and other statements set forth above are hereby incorporated into and made a part of the terms and conditions of this Agreement by reference as if stated herein verbatim.

2. **Intent of Scope of Release.** For and in consideration of the terms herein, the parties to this Agreement contemplate a complete and final settlement of all claims that have been, could have been or could be asserted in the future by Releasors against Releasee arising from or related in any way to damage allegedly related to work performed at or materials or products supplied to the Project, including all damages resulting therefrom, not known or hereinafter arising.

3. **Payment to Plaintiffs.** Plaintiffs will be paid the total sum of three-hundred twenty-five thousand dollars (\$325,000) (referred to herein as the "Settlement Amount") by or on behalf of Releasee. Payment of the Settlement Amount by check made payable to the Lucey Law Firm Trust Account, as attorney for the COA, shall be tendered to Plaintiffs' counsel not later than thirty (30) calendar days following full and correct execution of this Agreement by Plaintiffs. Payment of the Settlement Amount is expressly contingent upon the full and correct execution of this Agreement by Plaintiffs. The payment of the Settlement Amount shall be held in escrow by Plaintiffs' counsel until an Order is entered dismissing Releasee from the above captioned action, with prejudice.

4. **Indemnification.** The COA shall defend, indemnify and hold harmless Releasee, its successors, heirs, executors, administrators, employees, parent companies, contractors, insurers, sureties and assigns from any and all claims made by, through, under, or on behalf of the COA, and from any and all claims made by, through, under, or on behalf of any member of the COA, regardless of whether the damages are fully known or unknown at this time. This obligation shall include, but is not limited to, the obligation to defend any such claims or, upon failure thereof, to pay the attorney's fees incurred by Releasee in defense of such claims.

5. **Release of Claims against Releasee.** For and in consideration of the payment of the Settlement Amount, the sufficiency of the Settlement Amount being hereby acknowledged, the Releasors, on behalf of ourselves, our successors, our purchasers, our heirs, our executors, our administrators, our employees, our contractors, our insurers, our sureties and our assigns, do hereby RELEASE, REMISE, ACQUIT AND FOREVER DISCHARGE Releasee, its successors, predecessors, parent companies, subsidiaries, affiliates, heirs, executors, administrators, employees, contractors, insurers, sureties, attorneys and assigns, of and from any and all causes of action, claims, demands, costs, suits at law, suits in equity, workers compensation claims,

judgments, liens, costs, expenses, loss of service, loss of companionship, loss of society, loss of use and all claims of any nature and kind whatsoever, for personal or bodily injury, property damage, or otherwise, known or unknown, foreseen and unforeseen, which the Releasors have or may in the future be entitled to have against Releasee, which are on account of, are in any way related to, and/or that arise out of the work performed and/or materials or products manufactured, supplied, or used in the construction of the Project (the "Released Scope of Work"). The Releasors further acknowledge and expressly agree, as consideration and inducement for this settlement, that this Agreement shall apply to unknown and unanticipated injuries and damages, as well as those now disclosed.

6. **Order or Stipulation of Dismissal.** By executing this Agreement and accepting the Settlement Amount, Releasors agree to dismiss, release, abandon and forever end, with prejudice, any and all claims they have or could have asserted against Releasee on account of, arising from or related in any way to the Released Scope of Work, including any claims for costs and/or attorney's fees. All claims released herein by Releasors against Releasee are to be dismissed with prejudice. Accordingly, Releasors and Releasee agree, following Plaintiffs' receipt of the Settlement Amount, to execute, consent to and/or submit an Order or Stipulation of Dismissal, with prejudice, for the purpose of dismissing, releasing, abandoning and forever ending any and all claims asserted or any claims, known or unknown, that could have been asserted in the above captioned action against Releasee, including any claims for attorney's fees. The Releasors and Releasee do hereby grant unto their attorneys, full and complete authority to consent to such order or stipulation as may be necessary to dismiss and forever end the claims released herein, with prejudice.

7. **Affirmation of Non-Assignment of Rights or Claims.** By executing this Agreement, all parties expressly acknowledge and represent to each other that at the time of

execution, except as to the homeowner assignments referenced above, they have not assigned any of their rights, claims or interests related in any way whatsoever to the Project, the above captioned action, and/or the Released Scope of Work that they had in the past, currently have or may in the future have against any party, entity or individual released by and through this Agreement. All parties to this Agreement expressly acknowledge that this affirmation of non-assignment constitutes an essential part of this Agreement and is necessary to effectuate the release of the parties, entities and individuals as contemplated herein.

8. **Non-Admission of Liability.** This Agreement, the payment and/or acceptance of monies and any negotiations, discussions or proceedings in connection therewith, shall not be construed as an admission, evidence or concession by any party of any liability, wrongdoing or misconduct of any kind by any party to this Agreement, which is expressly and specifically denied on the part of Releasee. In consideration of the payment of the Settlement Amount and the terms and conditions herein, the parties to this Agreement agree that this settlement is intended to terminate a specific controversy between the Releasors and Releasee and between Releasee to avoid further litigation between them and for Releasee to buy its peace.

9. **Joint Drafting.** Respective counsel for each party hereto has participated in the negotiation of, read, and approved each and every term, and all of the language, of this Agreement, and each of the parties agrees that the identity of the drafter of any particular term or provision shall have no effect on the interpretation of this Agreement. The language of this Agreement shall be construed as a whole according to its reasonable meaning, and not for or against any of the parties based upon the authorship of any part of this Agreement.

10. **Governing law, Venue and Construction.** This Agreement shall be governed by and construed and interpreted under the laws of the state of South Carolina. Any disagreement

regarding settlement documents shall be submitted to either a mutually agreed upon mediator or the Charleston County Circuit Court judge for final and binding resolution.

11. **Representations and Warranties.** The parties represent and warrant that they have read and understand this Agreement. Each of the parties has made such investigation of the facts pertaining to this Agreement and of all other matters pertaining hereto as they deem necessary and appropriate. The parties warrant that each of the following propositions is true and correct: (i) they entered into this Agreement only after carefully reviewing it with counsel or, if they did not have counsel, they understand and accept each and every term hereof; (ii) they entered into this Agreement without any coercion and under no duress of any kind; (iii) this Agreement reflects the conclusion of each of the parties that this Agreement is in his, her, or its own best interest; and, (iv) except as expressly provided herein, the parties do not intend this Agreement to confer upon any person or entity who is not a party hereto, or expressly referenced in the release provision hereof, any rights or remedies. The parties represent and warrant that each signatory hereto has the full right and authority to enter into this Agreement and bind the party on whose behalf he, she, or it has executed this Agreement. The parties represent and warrant that none of them has assigned or transferred to any person any claim, interest, matter, or any part or portion thereof, released pursuant to this Agreement.

12. **Waiver/Severability.** The parties agree that no waiver by any party of any particular provision or right under this Agreement shall be deemed to be a waiver of any other provision or right hereunder.

13. **Legal Fees and Costs.** Each of the parties is responsible for his, her or its own legal fees and costs, including but not limited to expert costs and costs of the mediator, arising from the matters, claims and issues released herein, the above captioned action, the Released Scope of Work and/or of negotiating this Agreement.

14. **Execution in Counterparts.** This Agreement may be executed in counterparts which, when taken together with all other counterparts, shall constitute one complete document. Signatures and initials that are transmitted via facsimile or other electronic means shall have the same force and effect as original initials and signatures penned in ink. Copies of original execution pages of this Agreement shall have the same force and effect as the originals.

15. **Binding Nature of the Agreement.** Except as otherwise specified herein, this Agreement is binding upon each of the parties' respective legal predecessors, successors, executors, assigns, fiduciaries, heirs, spouses, or any other party or person who may succeed to their interests. Each of the parties warrants that he, she, or it has the legal right and authority, to the fullest extent of the law, including by exercising any and all legal and equitable rights and powers on behalf of any entity, to enter into this Agreement and to bind the person or party on whose behalf he, she, or it signs.

16. **Entire Agreement.** This Agreement including any attachments hereto contains the full, entire and complete agreement between the parties hereto. This Agreement supersedes all prior agreements, negotiations, and understandings, whether written or oral, between the parties concerning the subject matter of this Agreement. Each of the parties acknowledges to the others that none of them nor any agent of any of them has made any promise, representation or warranty whatsoever, express or implied, written or oral, not contained herein concerning the subject matter hereof to induce him, her, or it to execute this Agreement, and each of the parties acknowledges that he, she or it has not executed this Agreement in reliance on any promise, representation or warranty not expressly contained or referenced in this Agreement.

17. **Modification of Agreement.** It is further agreed that this Agreement shall not be modified or amended except by an instrument in writing signed by the Releasors and Releasee.

18. **Consultation with Attorney.** It is further understood, acknowledged and agreed that the parties hereto acknowledge that they have executed this Agreement in consultation with their attorney.

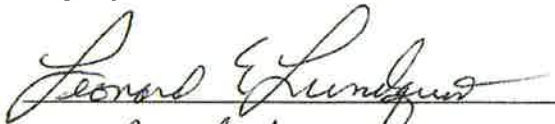
19. **Retention of Claims.** Notwithstanding any other term or provision herein, Plaintiffs retain all claims against all other parties except the release given herein solely in favor of Releasee.

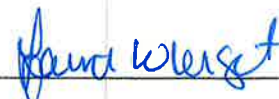
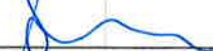
It is further acknowledged and agreed that this Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, purchasers, assigns, estates of, and all successors in interest to the Releasors and Releasee and all other beneficiaries to this Agreement.

IN WITNESS WHEREOF the undersigned have hereunto set their hands and seals to this Agreement as follows:

BY: Palmetto Pointe at Peas Island Condominium
Property Owners Association, Inc.

WITNESSES:

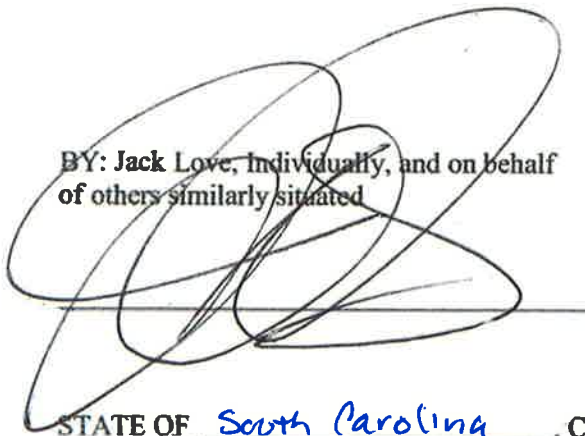

ITS: President PPCOA, Inc.

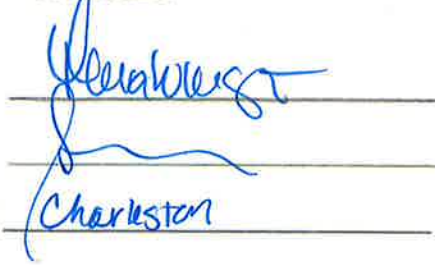
I, Justin Lacey, as attorney for Palmetto Pointe at Peas Island Condominium Property Owners Association, Inc., hereby execute this agreement only for the purposes of Rule 43(k), SCRCF.


Counsel for Palmetto Pointe at Peas Island
Condominium Property Owners Association, Inc.

BY: Jack Love, Individually, and on behalf
of others similarly situated

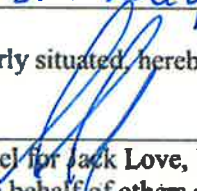


WITNESSES:



STATE OF South Carolina, COUNTY OF Charleston

I, Justin Lucey, as attorney for Jack Love, Individually, and on behalf of others
similarly situated, hereby execute this agreement only for the purposes of Rule 43(k), SCRCP.


Counsel for Jack Love, Individually,
and on behalf of others similarly situated

BY: Miracle Siding, LLC and Wilson Lucas Sales
d/b/a Miracle Siding, LLC

WITNESSES:

ITS: _____

STATE OF _____, COUNTY OF _____

I, _____, as attorney for Miracle Siding, LLC and Wilson Lucas Sales d/b/a
Miracle Siding, LLC on hereby execute this agreement only for the purposes of Rule 43(k),
SCRCP.

Counsel for Miracle Siding, LLC and
Wilson Lucas Sales d/b/a Miracle Siding, LLC

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF CHARLESTON) NINTH JUDICIAL CIRCUIT

PALMETTO POINTE AT PEAS ISLAND) CASE NO. 2015-CP-10-0955
CONDOMINIUM PROPERTY OWNERS)
ASSOCIATION, INC. AND JACK LOVE,)
INDIVIDUALLY, AND ON BEHALF OF)
ALL OTHERS SIMILARLY SITUATED,)

Plaintiffs,)

VS.)

ISLAND POINTE, LLC; COMPLETE)
BUILDING CORPORATION; TRI-COUNTY)
ROOFING, INC.; CREEKSIDE, INC.;)
AMERICAN RESIDENTIAL SERVICES, LLC)
D/B/A ARS/RESCUE ROOTER)
CHARLESTON; ANDERSEN WINDOWS,)
INC.; ATLANTIC BUILDING)
CONSTRUCTION SERVICES, INC. N/K/A)
ATLANTIC CONSTRUCTION SERVICES,)
INC.; BUILDER SERVICES GROUP, INC.)
D/B/A GALE CONTRACTOR SERVICES;)
NOVUS ARCHITECTS, INC., F/K/A SGM)
ARCHITECTS, INC.; TALLENT AND SONS,)
INC.; W C SERVICES, INC.; CRG)
ENGINEERING, INC.; CERTAINTED)
CORPORATION; KELLY FLOORING)
PRODUCTS, INC., D/B/A CARPET)
BAGGERS; CORNERSTONE)
CONSTRUCTION AND MARK MALLOY)
D/B/A CORNERSTONE CONSTRUCTION;)
MIRACLE SIDING, LLC AND WILSON)
LUCAS SALES D/B/A MIRACLE SIDING,)
LLC; MARK PALPOINT A/K/A MICAH)
PALPOINT; ELOY ALONZO VASQUEZ;)
CHRIS A/K/A JOHN DOE 61; ALDERMAN)
CONSTRUCTION; STANLEY'S VINYL)
FENCE DESIGNS; COHEN'S DRYWALL)
COMPANY, INC.; MOSELY CONCRETE;)
HAND A FRAMING CONSTRUCTION, LLC)
A/K/A H&A FRAMING CONSTRUCTION,)
LLC AND D/B/AH AND A FRAMING, LLC,)
H&A CONSTRUCTION, AND HAND A)

**SETTLEMENT AGREEMENT AND
RELEASE AS TO ELOY ALONZO
VASQUEZ**

CONSTRUCTION; JMC CONSTRUCTION,)
INC.; JMC CONSTRUCTION, LLC; JOHN)
DOE 1-15,)

Defendants.)
)
)
)

COMPLETE BUILDING CORPORATION,)
INC.,)
)

Third-Party Plaintiff,)
)

VS.)
)

LEONARD T. BROWNE AND)
CHRISTOPHER N. UNION,)
)

Third-Party Defendants.)
)

CREEKSIDE, INC.,)
)

Third-Party Plaintiff,)
)

VS.)
)

CHRISTOPHER N. UNION,)
)

Third-Party Defendant.)
)

AMERICAN RESIDENTIAL SERVICES, LLC,)
)

Third-Party Plaintiff,)
)

VS.)
)

VICTOR HUGO HERNANDEZ; HERNANDEZ)
ELECTRIC, LLC; LILIANA ROJAS FLORES;)
MARTIN BARR D/B/A PORT CITY)
STRUCTURED WIRING; KELLER)
ELECTRIC, LLC; JOHN TOOLIN D/B/A)
JOHN F. TOOLIN HEAT AND AIR; RUSSELL)
"RUSTY" HILL D/B/A RUSTY'S HEATING &)
AIR; and WARREN ANDERSON,)
)

Third-Party Defendants.)
)

This Settlement Agreement, Receipt, Release and Agreement to Indemnify (referred to herein as the "Agreement") is entered on the date set forth below by and among the Plaintiffs, Palmetto Pointe At Peas Island Condominium Property Owners Association, Inc. (hereinafter occasionally referred to as the "COA") and Jack Love, on behalf of themselves and all owners of condominium units at the Project, their successors, purchasers, heirs, executors, administrators, employees, contractors, members and assigns (referred to collectively herein as "Plaintiffs" or "Releasors") and Defendant Eloy Alonzo Vasquez (referred to herein as "Releasee").

RECITALS

WHEREAS the above captioned action arises out of Plaintiffs filing a Complaint (Case No. 2015-CP-10-0955) in the Charleston County Court of Common Pleas against certain Defendants, seeking damages allegedly caused by and/or related to construction and/or product deficiencies and other conditions arising from or related to the construction, renovation, repair, sale and/or marketing of the condominium project known as "Palmetto Pointe at Peas Island," located at Folly Creek Way in Charleston County, South Carolina (referred to herein as the "Project") and which is more fully described in Plaintiffs' Complaint; and

WHEREAS one hundred percent (100%) of the Palmetto Pointe condominium owners have assigned their interests and claims relating to this suit to the COA; and,

WHEREAS Plaintiffs asserted claims against Releasee for installing roofing, flashing, other roofing components, and waterproofing, among other work, by filing the Complaint and any amendments thereto, seeking damages from Releasee allegedly caused by and/or related to construction and/or product deficiencies and other conditions arising from or related to the sale, marketing, construction, renovation or repair of the Project and which is more fully described in the Plaintiffs' pleadings, the allegations of which are incorporated herein by reference; and

WHEREAS Plaintiffs claim that some of the damages and deficiencies at or related to the Project are attributable to the work or materials of Releasee and claims that the actions and/or omissions of Releasee are the direct and proximate cause of damage to the Project and/or to the Plaintiffs, as more fully set forth in the pleadings filed in the above captioned action; and

WHEREAS the Releasee has denied their work, products and/or materials supplied to the Project were defective or deficient and further deny their work, product and/or material supplied to the Project were in any way a direct or proximate cause of any damage or loss to the Project or Plaintiffs herein; and

WHEREAS, this case was tried before a jury Monday, May 6 through Thursday, May 16, 2019 before the Honorable Jennifer B. McCoy; and

THEREFORE, in exchange for the promises and consideration set forth herein, the undersigned do hereby agree as follows:

1. **Incorporation of Recitals.** The Recitals and other statements set forth above are hereby incorporated into and made a part of the terms and conditions of this Agreement by reference as if stated herein verbatim.

2. **Intent of Scope of Release.** For and in consideration of the terms herein, the parties to this Agreement contemplate a complete and final settlement of all claims that have been, could have been or could be asserted in the future by Releasors against Releasee arising from or related in any way to damage allegedly related to work performed at or materials or products supplied to the Project, including all damages resulting therefrom, not known or hereinafter arising.

3. **Payment to Plaintiffs.** Plaintiffs will be paid the total sum of three-hundred twenty-five thousand dollars (\$325,000) (referred to herein as the "Settlement Amount") by or on behalf of Releasee. Payment of the Settlement Amount by check made payable to the Lucey

Law Firm Trust Account, as attorney for the COA, shall be tendered to Plaintiffs' counsel not later than thirty (30) calendar days following full and correct execution of this Agreement by Plaintiffs. Payment of the Settlement Amount is expressly contingent upon the full and correct execution of this Agreement by Plaintiffs. The payment of the Settlement Amount shall be held in escrow by Plaintiffs' counsel until an Order is entered dismissing Releasee from the above captioned action, with prejudice.

4. **Indemnification.** The COA shall defend, indemnify and hold harmless Releasee, its successors, heirs, executors, administrators, employees, parent companies, contractors, insurers, sureties and assigns from any and all claims made by, through, under, or on behalf of the COA, and from any and all claims made by, through, under, or on behalf of any member of the COA, regardless of whether the damages are fully known or unknown at this time. This obligation shall include, but is not limited to, the obligation to defend any such claims or, upon failure thereof, to pay the attorney's fees incurred by Releasee in defense of such claims.

5. **Release of Claims against Releasee.** For and in consideration of the payment of the Settlement Amount, the sufficiency of the Settlement Amount being hereby acknowledged, the Releasors, on behalf of ourselves, our successors, our purchasers, our heirs, our executors, our administrators, our employees, our contractors, our insurers, our sureties and our assigns, do hereby RELEASE, REMISE, ACQUIT AND FOREVER DISCHARGE Releasee, its successors, predecessors, parent companies, subsidiaries, affiliates, heirs, executors, administrators, employees, contractors, insurers, sureties, attorneys and assigns, of and from any and all causes of action, claims, demands, costs, suits at law, suits in equity, workers compensation claims, judgments, liens, costs, expenses, loss of service, loss of companionship, loss of society, loss of use and all claims of any nature and kind whatsoever, for personal or bodily injury, property damage, or otherwise, known or unknown, foreseen and unforeseen, which the Releasors have or

may in the future be entitled to have against Releasee, which are on account of, are in any way related to, and/or that arise out of the work performed and/or materials or products manufactured, supplied, or used in the construction of the Project (the "Released Scope of Work"). The Releasors further acknowledge and expressly agree, as consideration and inducement for this settlement, that this Agreement shall apply to unknown and unanticipated injuries and damages, as well as those now disclosed.

6. **Order or Stipulation of Dismissal.** By executing this Agreement and accepting the Settlement Amount, Releasors agree to dismiss, release, abandon and forever end, with prejudice, any and all claims they have or could have asserted against Releasee on account of, arising from or related in any way to the Released Scope of Work, including any claims for costs and/or attorney's fees. All claims released herein by Releasors against Releasee are to be dismissed with prejudice. Accordingly, Releasors and Releasee agree, following Plaintiffs' receipt of the Settlement Amount, to execute, consent to and/or submit an Order or Stipulation of Dismissal, with prejudice, for the purpose of dismissing, releasing, abandoning and forever ending any and all claims asserted or any claims, known or unknown, that could have been asserted in the above captioned action against Releasee, including any claims for attorney's fees. The Releasors and Releasee do hereby grant unto their attorneys, full and complete authority to consent to such order or stipulation as may be necessary to dismiss and forever end the claims released herein, with prejudice.

7. **Affirmation of Non-Assignment of Rights or Claims.** By executing this Agreement, all parties expressly acknowledge and represent to each other that at the time of execution, except as to the homeowner assignments referenced above, they have not assigned any of their rights, claims or interests related in any way whatsoever to the Project, the above captioned action, and/or the Released Scope of Work that they had in the past, currently have or

may in the future have against any party, entity or individual released by and through this Agreement. All parties to this Agreement expressly acknowledge that this affirmation of non-assignment constitutes an essential part of this Agreement and is necessary to effectuate the release of the parties, entities and individuals as contemplated herein.

8. **Non-Admission of Liability.** This Agreement, the payment and/or acceptance of monies and any negotiations, discussions or proceedings in connection therewith, shall not be construed as an admission, evidence or concession by any party of any liability, wrongdoing or misconduct of any kind by any party to this Agreement, which is expressly and specifically denied on the part of Releasee. In consideration of the payment of the Settlement Amount and the terms and conditions herein, the parties to this Agreement agree that this settlement is intended to terminate a specific controversy between the Releasors and Releasee to avoid further litigation between them and for Releasee to buy its peace.

9. **Joint Drafting.** Respective counsel for each party hereto has participated in the negotiation of, read, and approved each and every term, and all of the language, of this Agreement, and each of the parties agrees that the identity of the drafter of any particular term or provision shall have no effect on the interpretation of this Agreement. The language of this Agreement shall be construed as a whole according to its reasonable meaning, and not for or against any of the parties based upon the authorship of any part of this Agreement.

10. **Governing law, Venue and Construction.** This Agreement shall be governed by, and construed and interpreted under the laws of the state of South Carolina. Any disagreement regarding settlement documents shall be submitted to either a mutually agreed upon mediator or the Charleston County Circuit Court judge for final and binding resolution.

11. **Representations and Warranties.** The parties represent and warrant that they have read and understand this Agreement. Each of the parties has made such investigation of the

facts pertaining to this Agreement and of all other matters pertaining hereto as they deem necessary and appropriate. The parties warrant that each of the following propositions is true and correct: (i) they entered into this Agreement only after carefully reviewing it with counsel or, if they did not have counsel, they understand and accept each and every term hereof; (ii) they entered into this Agreement without any coercion and under no duress of any kind; (iii) this Agreement reflects the conclusion of each of the parties that this Agreement is in his, her, or its own best interest; and, (iv) except as expressly provided herein, the parties do not intend this Agreement to confer upon any person or entity who is not a party hereto, or expressly referenced in the release provision hereof, any rights or remedies. The parties represent and warrant that each signatory hereto has the full right and authority to enter into this Agreement and bind the party on whose behalf he, she, or it has executed this Agreement. The parties represent and warrant that none of them has assigned or transferred to any person any claim, interest, matter, or any part or portion thereof, released pursuant to this Agreement.

12. **Waiver/Severability.** The parties agree that no waiver by any party of any particular provision or right under this Agreement shall be deemed to be a waiver of any other provision or right hereunder.

13. **Legal Fees and Costs.** Each of the parties is responsible for his, her or its own legal fees and costs, including but not limited to expert costs and costs of the mediator, arising from the matters, claims and issues released herein, the above captioned action, the Released Scope of Work and/or of negotiating this Agreement.

14. **Execution in Counterparts.** This Agreement may be executed in counterparts which, when taken together with all other counterparts, shall constitute one complete document. Signatures and initials that are transmitted via facsimile or other electronic means shall have the

same force and effect as original initials and signatures penned in ink. Copies of original execution pages of this Agreement shall have the same force and effect as the originals.

15. **Binding Nature of the Agreement.** Except as otherwise specified herein, this Agreement is binding upon each of the parties' respective legal predecessors, successors, executors, assigns, fiduciaries, heirs, spouses, or any other party or person who may succeed to their interests. Each of the parties warrants that he, she, or it has the legal right and authority, to the fullest extent of the law, including by exercising any and all legal and equitable rights and powers on behalf of any entity, to enter into this Agreement and to bind the person or party on whose behalf he, she, or it signs.

16. **Entire Agreement.** This Agreement including any attachments hereto contains the full, entire and complete agreement between the parties hereto. This Agreement supersedes all prior agreements, negotiations, and understandings, whether written or oral, between the parties concerning the subject matter of this Agreement. Each of the parties acknowledges to the others that none of them nor any agent of any of them has made any promise, representation or warranty whatsoever, express or implied, written or oral, not contained herein concerning the subject matter hereof to induce him, her, or it to execute this Agreement, and each of the parties acknowledges that he, she or it has not executed this Agreement in reliance on any promise, representation or warranty not expressly contained or referenced in this Agreement.

17. **Modification of Agreement.** It is further agreed that this Agreement shall not be modified or amended except by an instrument in writing signed by the Releasors and Releasee.

18. **Consultation with Attorney.** It is further understood, acknowledged and agreed that the parties hereto acknowledge that they have executed this Agreement in consultation with their attorney.

19. **Retention of Claims.** Notwithstanding any other term or provision herein, Plaintiffs retain all claims against all other parties except the release given herein solely in favor of Releasee.

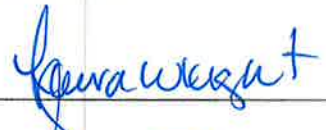
It is further acknowledged and agreed that this Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, purchasers, assigns, estates of, and all successors in interest to the Releasors and Releasee and all other beneficiaries to this Agreement.

IN WITNESS WHEREOF the undersigned have hereunto set their hands and seals to this Agreement as follows:

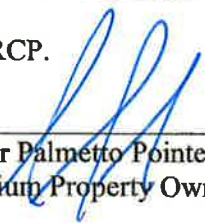
BY: Palmetto Pointe at Peas Island Condominium
Property Owners Association, Inc.


ITS: President PPCPIA, Inc.

WITNESSES:



I, Justin Locay, as attorney for Palmetto Pointe at Peas Island Condominium Property Owners Association, Inc., hereby execute this agreement only for the purposes of Rule 43(k), SCRPC.


Counsel for Palmetto Pointe at Peas Island
Condominium Property Owners Association, Inc.

BY: Jack Love, Individually, and on behalf
of others similarly situated

WITNESSES:

STATE OF South Carolina, COUNTY OF Charleston

I, Justin Love, as attorney for Jack Love, Individually, and on behalf of others
similarly situated, hereby execute this agreement only for the purposes of Rule 43(k), SCRCP.

Counsel for Jack Love, Individually,
and on behalf of others similarly situated

BY: Eloy Alonzo Vasquez

WITNESSES:

ITS: _____

STATE OF _____, COUNTY OF _____

I, _____, as attorney for Eloy Alonzo Vasquez on hereby execute this agreement only for the purposes of Rule 43(k), *SCRCP*.

Counsel for Eloy Alonzo Vasquez

***Palmetto Pointe at Peas Island Condominium Property Owners Association, Inc., et al.
v. Island Pointe, LLC, et al.
Case No.: 2015-CP-10-0955
Settlement Agreement***

Settling Party: Alderman Construction

Settlement Amount: \$ 75,000 (Seventy-Five Thousand Dollars)

In consideration of the payment to Plaintiffs of the above settlement amount, by or on behalf of the Settling Party, Plaintiffs settle and release all claims, acquit, and forever discharge Settling Party, its principals, agents, servants, representatives, successors, assigns, affiliates, and insurers (on policies in favor of Settling Party) for the materials supplied by and the work performed by Settling Party at Palmetto Pointe at Peas Island.

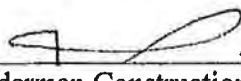
Plaintiffs shall direct their counsel to dismiss Settling Party with prejudice from the above action by filing an Order/Stipulation of Dismissal. The parties shall execute a Mutual Release. The Association shall defend, indemnify, and hold harmless Settling Party solely for: 1) the Plaintiffs' representation and warranty that they own the claims being settled hereunder; and 2) any and all claims by Association members. Plaintiffs will give no other indemnities than that described herein. The parties will cooperate with class action approval of this Agreement if and as necessary. Any dispute as to the language of the settlement documents will be submitted to the Court or Mediator for final and binding resolution.

This settlement shall not otherwise affect the Plaintiffs' defective construction claim(s) and Plaintiffs reserve all claims against non-settling parties.

This settlement is contingent upon CBC agreeing to dismiss its claims against Alderman Construction. CBC has agreed to release any and all claims against Alderman and its insurers, including any additional insured claims.

Once signed in full, this agreement shall be irrevocable and a filed copy hereof shall be enforceable by the contempt powers of the Court. Payment is to be made within thirty (30) days to Justin O'Toole Lucey, P.A., as attorney for Palmetto Pointe at Peas Island Condominium Property Owners Association, Inc., Federal I.D. No.: 57-0959667.

Settling Party:


Attorney for Alderman Construction
Alderman Construction

Plaintiff(s):

Palmetto Pointe at Peas Island Condominium
Property Owners Association, Inc.

Dated: 6/17/18

Palmetto Pointe at Peas Island Condominium Property Owners Association, Inc., et al.
v. Island Pointe, LLC, et al.
Case No.: 2015-CP-10-0955
Settlement Agreement

Settling Party: Alderman Construction

Settlement Amount: \$ 75,000 (Seventy-Five Thousand Dollars)

In consideration of the payment to Plaintiffs of the above settlement amount, by or on behalf of the Settling Party, Plaintiffs settle and release all claims, acquit, and forever discharge Settling Party, its principals, agents, servants, representatives, successors, assigns, affiliates, and insurers (on policies in favor of Settling Party) for the materials supplied by and the work performed by Settling Party at Palmetto Pointe at Peas Island.

Plaintiffs shall direct their counsel to dismiss Settling Party with prejudice from the above action by filing an Order/Stipulation of Dismissal. The parties shall execute a Mutual Release. The Association shall defend, indemnify, and hold harmless Settling Party solely for: 1) the Plaintiffs' representation and warranty that they own the claims being settled hereunder; and 2) any and all claims by Association members. Plaintiffs will give no other indemnities than that described herein. The parties will cooperate with class action approval of this Agreement if and as necessary. Any dispute as to the language of the settlement documents will be submitted to the Court or Mediator for final and binding resolution.

This settlement shall not otherwise affect the Plaintiffs' defective construction claim(s) and Plaintiffs reserve all claims against non-settling parties.

This settlement is contingent upon CBC agreeing to dismiss its claims against Alderman Construction. CBC has agreed to release any and all claims against Alderman and its insurers, including any additional insured claims.

Once signed in full, this agreement shall be irrevocable and a filed copy hereof shall be enforceable by the contempt powers of the Court. Payment is to be made within thirty (30) days to Justin O'Toole Lucey, P.A., as attorney for Palmetto Pointe at Peas Island Condominium Property Owners Association, Inc., Federal I.D. No.: 57-0959667.

Settling Party:

Alderman Construction

Plaintiff(s):

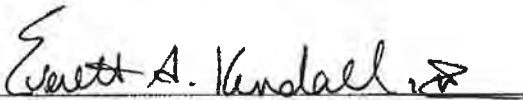


Palmetto Pointe at Peas Island Condominium
Property Owners Association, Inc.

Dated: 6/21/18

Consent and Dismissal of Cross-Claims

In exchange for Complete Building Corporation's release of its cross-claims against Alderman Construction, Plaintiffs are providing Complete Building Corporation a release of all claims arising from Alderman Construction's work performed and/or materials supplied at Palmetto Pointe. Plaintiffs are not required to amend or redact existing evidence (ie, reports, exhibits, etc.), and Plaintiffs' repair estimate may be amended by handwritten annotation as appropriate, but Plaintiffs will not directly present evidence or make arguments regarding alleged defects in Alderman's work or the damages related thereto. CBC also hereby agrees to release any and all claims against Alderman and its insurers, including any additional insured claims.


Counsel for Complete Building Corporation

Dated: 6/20/18

) IN THE COURT OF COMMON PLEAS

) NINTH JUDICIAL CIRCUIT

) CASE NO. 2015-CP-10-0955

)

)

[illegible]

)))

CONSTRUCTION; JMC CONSTRUCTION,)
INC.; JMC CONSTRUCTION, LLC; JOHN)
DOE 1-15,)

Defendants.)

COMPLETE BUILDING CORPORATION,)
INC.,)

Third-Party Plaintiff,)

VS.)

LEONARD T. BROWNE AND)
CHRISTOPHER N. UNION,)

Third-Party Defendants.)

CREEKSIDE, INC.,)

Third-Party Plaintiff,)

VS.)

CHRISTOPHER N. UNION,)

Third-Party Defendant.)

AMERICAN RESIDENTIAL SERVICES, LLC,)

Third-Party Plaintiff,)

VS.)

VICTOR HUGO HERNANDEZ; HERNANDEZ)
ELECTRIC, LLC; LILIANA ROJAS FLORES;)
MARTIN BARR D/B/A PORT CITY)
STRUCTURED WIRING; KELLER)
ELECTRIC, LLC; JOHN TOOLIN D/B/A)
JOHN F. TOOLIN HEAT AND AIR; RUSSELL)
"RUSTY" HILL D/B/A RUSTY'S HEATING &)
AIR; and WARREN ANDERSON,)

Third-Party Defendants.)

This Settlement Agreement, Receipt, Mutual Release and Agreement to Indemnify (referred to herein as the "Agreement") is entered on the date set forth below by and among the Plaintiffs, Palmetto Pointe At Peas Island Condominium Property Owners Association, Inc. (hereinafter occasionally referred to as the "COA") and Jack Love, on behalf of themselves and all owners of condominium units at the Project, their successors, purchasers, heirs, executors, administrators, employees, contractors, members and assigns (referred to collectively herein as "Plaintiffs" or "Releasers"), Defendant Stanley's Vinyl Fence Designs (referred to herein as "Releasee") and Defendant Complete Building Corporation ("CBC").

RECITALS

WHEREAS the above captioned action arises out of Plaintiffs filing a Complaint (Case No. 2015-CP-10-0955) in the Charleston County Court of Common Pleas against certain Defendants, seeking damages allegedly caused by and/or related to construction and/or product deficiencies and other conditions arising from or related to the construction, renovation, repair, sale and/or marketing of the condominium project known as "Palmetto Pointe at Peas Island," located at Folly Creek Way in Charleston County, South Carolina (referred to herein as the "Project") and which is more fully described in Plaintiffs' Complaint; and

WHEREAS one hundred percent (100%) of the Palmetto Pointe condominium owners have assigned their interests and claims relating to this suit to the COA; and,

WHEREAS Plaintiffs asserted claims against Releasee for supplying and installing residential railings, among other work, by filing the Complaint and any amendments thereto, seeking damages from Releasee allegedly caused by and/or related to construction and/or product deficiencies and other conditions arising from or related to the sale, marketing, construction, renovation or repair of the Project and which is more fully described in the Plaintiffs' pleadings, the allegations of which are incorporated herein by reference; and

WHEREAS Plaintiffs claim that some of the damages and deficiencies at or related to the Project are attributable to the work or materials of Releasee and claims that the actions and/or omissions of Releasee are the direct and proximate cause of damage to the Project and/or to the Plaintiffs, as more fully set forth in the pleadings filed in the above captioned action; and

WHEREAS the Releasee and CBC have denied their work, products and/or materials supplied to the Project were defective or deficient and further deny their work, product and/or material supplied to the Project were in any way a direct or proximate cause of any damage or loss to the Project or Plaintiffs herein; and

WHEREAS, this case was tried before a jury Monday, May 6 through Thursday, May 16, 2019 before the Honorable Jennifer B. McCoy; and

THEREFORE, in exchange for the mutual promises and consideration set forth herein, the undersigned do hereby agree as follows:

1. **Incorporation of Recitals.** The Recitals and other statements set forth above are hereby incorporated into and made a part of the terms and conditions of this Agreement by reference as if stated herein verbatim.

2. **Intent of Scope of Mutual Release.** For and in consideration of the terms herein, the parties to this Agreement contemplate a complete and final settlement of all claims that have been, could have been or could be asserted in the future by Releasors against Releasee arising from or related in any way to damage allegedly related to work performed at or materials or products supplied to the Project, including all damages resulting therefrom, not known or hereinafter arising.

3. **Payment to Plaintiffs.** Plaintiffs will be paid the total sum of two-hundred ninety-five thousand dollars (\$295,000) (referred to herein as the "Settlement Amount") by or on behalf of Releasee. Payment of the Settlement Amount by check made payable to the Lucey Law

Firm Trust Account, as attorney for the COA, shall be tendered to Plaintiffs' counsel not later than thirty (30) calendar days following full and correct execution of this Agreement by Plaintiffs. Payment of the Settlement Amount is expressly contingent upon the full and correct execution of this Agreement by Plaintiffs. The payment of the Settlement Amount shall be held in escrow by Plaintiffs' counsel until an Order is entered dismissing Releasee from the above captioned action, with prejudice.

4. **Indemnification.** The COA shall defend, indemnify and hold harmless Releasee, its successors, heirs, executors, administrators, employees, parent companies, contractors, insurers, sureties and assigns from any and all claims made by, through, under, or on behalf of the COA, and from any and all claims made by, through, under, or on behalf of any member of the COA, regardless of whether the damages are fully known or unknown at this time. This obligation shall include, but is not limited to, the obligation to defend any such claims or, upon failure thereof, to pay the attorney's fees incurred by Releasee in defense of such claims.

5. **Release of Claims against Releasee.** For and in consideration of the payment of the Settlement Amount, the sufficiency of the Settlement Amount being hereby acknowledged, the Releasors, on behalf of ourselves, our successors, our purchasers, our heirs, our executors, our administrators, our employees, our contractors, our insurers, our sureties and our assigns, do hereby RELEASE, REMISE, ACQUIT AND FOREVER DISCHARGE Releasee, its successors, predecessors, parent companies, subsidiaries, affiliates, heirs, executors, administrators, employees, contractors, insurers, sureties, attorneys and assigns, of and from any and all causes of action, claims, demands, costs, suits at law, suits in equity, workers compensation claims, judgments, liens, costs, expenses, loss of service, loss of companionship, loss of society, loss of use and all claims of any nature and kind whatsoever, for personal or bodily injury, property damage, or otherwise, known or unknown, foreseen and unforeseen, which the Releasors have or

may in the future be entitled to have against Releasee, which are on account of, are in any way related to, and/or that arise out of the work performed and/or materials or products manufactured, supplied, or used in the construction of the Project (the "Released Scope of Work"). The Releasors further acknowledge and expressly agree, as consideration and inducement for this settlement, that this Agreement shall apply to unknown and unanticipated injuries and damages, as well as those now disclosed.

6. **CBC's Release of Claims against Releasee.** For and in consideration of the payment of the Settlement Amount by or on behalf of the Releasee, and the promises set forth herein, CBC, on behalf of itself, its successors, predecessors, parent companies, subsidiaries, affiliates, heirs, executors, administrators, employees, contractors, insurers, sureties and assigns, does hereby RELEASE, REMISE, ACQUIT AND FOREVER DISCHARGE Releasee, its successors, predecessors, parent companies, subsidiaries, affiliates, heirs, executors, administrators, employees, contractors, insurers, sureties and assigns of and from any and all causes of action, claims, demands, subrogation, costs, suits at law, suits in equity, workers compensation claims, judgments, liens, costs, expenses, loss of service, loss of companionship, loss of society, loss of use and all claims of any nature and kind whatsoever, for personal or bodily injury, property damage, or otherwise, known or unknown, foreseen and unforeseen, which CBC has or may in the future be entitled to have against Releasee, which are on account of, are in any way related to, and/or that arise out of the Released Scope of Work and/or the above captioned action. CBC further acknowledges and expressly agrees, as consideration and inducement for this settlement, that this Release shall apply to unknown and unanticipated injuries and damages resulting from the Released Scope of Work and/or the above captioned action, as well as those now disclosed. CBC further releases any and all claims of any nature or kind against Stanley's insurance carriers and policies, including additional insured claims, related to the project.

7. **Releasee's Release of Claims against Releasor and CBC.** For and in consideration of the promises set forth herein, Releasee, on behalf of itself, its successors, predecessors, parent companies, subsidiaries, affiliates, heirs, executors, administrators, employees, contractors, insurers sureties and assigns, does hereby RELEASE, REMISE, ACQUIT AND FOREVER DISCHARGE Releasor and CBC, their successors, predecessors, parent companies, subsidiaries, affiliates, heirs, executors, administrators, employees, contractors, attorneys, insurers, sureties and assigns of and from any and all causes of action, claims, demands, costs, suits at law, suits in equity, workers compensation claims, judgments, liens, costs, expenses, loss of service, loss of companionship, loss of society, loss of use and all claims of any nature and kind whatsoever, for personal or bodily injury, property damage, or otherwise, known or unknown, foreseen and unforeseen, which Releasee has or may in the future be entitled to have against Releasor or CBC, which are on account of, are in any way related to, and/or that arise out of the Released Scope of Work and/or the above captioned action. Releasee further acknowledges and expressly agrees, as consideration and inducement for this settlement, that this Release shall apply to unknown and unanticipated injuries and damages resulting from the Released Scope of Work and/or the above captioned action, as well as those now disclosed. Releasee further releases any and all claims of any nature or kind against CBC's insurance carriers and policies related to the Project.

8. **Order or Stipulation of Dismissal.** By executing this Agreement and accepting the Settlement Amount, Releasors and CBC agree to dismiss, release, abandon and forever end, with prejudice, any and all claims they have or could have asserted against Releasee on account of, arising from or related in any way to the Released Scope of Work, including any claims for costs and/or attorney's fees; and Releasee agrees to dismiss with prejudice any actual or potential cross-claims against CBC. All claims released herein by Releasors and/or CBC against Releasee are to be dismissed with prejudice. Accordingly, Releasors, Releasee and CBC agree, following

Plaintiffs' receipt of the Settlement Amount, to execute, consent to and/or submit an Order or Stipulation of Dismissal, with prejudice, for the purpose of dismissing, releasing, abandoning and forever ending any and all claims asserted or any claims, known or unknown, that could have been asserted in the above captioned action against Releasee, including any claims for attorney's fees; and dismissing, abandoning, releasing and/or forever ending any actual or potential cross claims between Releasee and CBC. The Releasors, CBC, and Releasee do hereby grant unto their attorneys, full and complete authority to consent to such order or stipulation as may be necessary to dismiss and forever end the claims mutually released herein, with prejudice.

9. **Affirmation of Non-Assignment of Rights or Claims.** By executing this Agreement, all parties expressly acknowledge and represent to each other that at the time of execution, except as to the homeowner assignments referenced above, they have not assigned any of their rights, claims or interests related in any way whatsoever to the Project, the above captioned action, and/or the Released Scope of Work that they had in the past, currently have or may in the future have against any party, entity or individual released by and through this Agreement. All parties to this Agreement expressly acknowledge that this affirmation of non-assignment constitutes an essential part of this Agreement and is necessary to effectuate the mutual release of the parties, entities and individuals as contemplated herein.

10. **Non-Admission of Liability.** This Agreement, the payment and/or acceptance of monies and any negotiations, discussions or proceedings in connection therewith, shall not be construed as an admission, evidence or concession by any party of any liability, wrongdoing or misconduct of any kind by any party to this Agreement, which is expressly and specifically denied on the part of Releasee and CBC. In consideration of the payment of the Settlement Amount and the terms and conditions herein, the parties to this Agreement agree that this settlement is intended to terminate a specific controversy between the Releasors and Releasee

and between Releasee and CBC to avoid further litigation between them and for Releasee to buy its peace.

11. **Joint Drafting.** Respective counsel for each party hereto has participated in the negotiation of, read, and approved each and every term, and all of the language, of this Agreement, and each of the parties agrees that the identity of the drafter of any particular term or provision shall have no effect on the interpretation of this Agreement. The language of this Agreement shall be construed as a whole according to its reasonable meaning, and not for or against any of the parties based upon the authorship of any part of this Agreement.

12. **Governing law, Venue and Construction.** This Agreement shall be governed by and construed and interpreted under the laws of the state of South Carolina. Any disagreement regarding settlement documents shall be submitted to either a mutually agreed upon mediator or the Charleston County Circuit Court judge for final and binding resolution.

13. **Representations and Warranties.** The parties represent and warrant that they have read and understand this Agreement. Each of the parties has made such investigation of the facts pertaining to this Agreement and of all other matters pertaining hereto as they deem necessary and appropriate. The parties warrant that each of the following propositions is true and correct: (i) they entered into this Agreement only after carefully reviewing it with counsel or, if they did not have counsel, they understand and accept each and every term hereof; (ii) they entered into this Agreement without any coercion and under no duress of any kind; (iii) this Agreement reflects the conclusion of each of the parties that this Agreement is in his, her, or its own best interest; and, (iv) except as expressly provided herein, the parties do not intend this Agreement to confer upon any person or entity who is not a party hereto, or expressly referenced in the release provision hereof, any rights or remedies. The parties represent and warrant that each signatory hereto has the full right and authority to enter into this Agreement and bind the

party on whose behalf he, she, or it has executed this Agreement. The parties represent and warrant that none of them has assigned or transferred to any person any claim, interest, matter, or any part or portion thereof, released pursuant to this Agreement.

14. **Waiver/Severability**. The parties agree that no waiver by any party of any particular provision or right under this Agreement shall be deemed to be a waiver of any other provision or right hereunder.

15. **Legal Fees and Costs**. Each of the parties is responsible for his, her or its own legal fees and costs, including but not limited to expert costs and costs of the mediator, arising from the matters, claims and issues mutually released herein, the above captioned action, the Released Scope of Work and/or of negotiating this Agreement.

16. **Execution in Counterparts**. This Agreement may be executed in counterparts which, when taken together with all other counterparts, shall constitute one complete document. Signatures and initials that are transmitted via facsimile or other electronic means shall have the same force and effect as original initials and signatures penned in ink. Copies of original execution pages of this Agreement shall have the same force and effect as the originals.

17. **Binding Nature of the Agreement**. Except as otherwise specified herein, this Agreement is binding upon each of the parties' respective legal predecessors, successors, executors, assigns, fiduciaries, heirs, spouses, or any other party or person who may succeed to their interests. Each of the parties warrants that he, she, or it has the legal right and authority, to the fullest extent of the law, including by exercising any and all legal and equitable rights and powers on behalf of any entity, to enter into this Agreement and to bind the person or party on whose behalf he, she, or it signs.

18. **Entire Agreement**. This Agreement including any attachments hereto contains the full, entire and complete agreement between the parties hereto. This Agreement supersedes

all prior agreements, negotiations, and understandings, whether written or oral, between the parties concerning the subject matter of this Agreement. Each of the parties acknowledges to the others that none of them nor any agent of any of them has made any promise, representation or warranty whatsoever, express or implied, written or oral, not contained herein concerning the subject matter hereof to induce him, her, or it to execute this Agreement, and each of the parties acknowledges that he, she or it has not executed this Agreement in reliance on any promise, representation or warranty not expressly contained or referenced in this Agreement.

19. **Modification of Agreement.** It is further agreed that this Agreement shall not be modified or amended except by an instrument in writing signed by the Releasors, Releasee, and CBC.

20. **Consultation with Attorney.** It is further understood, acknowledged and agreed that the parties hereto acknowledge that they have executed this Agreement in consultation with their attorney.

21. **Retention of Claims.** Notwithstanding any other term or provision herein, Plaintiffs retain all claims against all other parties except the release given herein solely in favor of Releasee.

It is further acknowledged and agreed that this Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, purchasers, assigns, estates of, and all successors in interest to the Releasors, Releasee, and CBC and all other beneficiaries to this Agreement.

IN WITNESS WHEREOF the undersigned have hereunto set their hands and seals to this Agreement as follows:

Stanley

BY: Palmetto Pointe at Peas Island Condominium
Property Owners Association, Inc.

WITNESSES:

Leonard E. Sundgrunt
ITS: President, PPCPOA, Inc

[Signature]
[Signature]

I, Justin Lucey, as attorney for Palmetto Pointe at Peas Island Condominium
Property Owners Association, Inc., hereby execute this agreement only for the purposes of Rule
43(k), SCRCF.

[Signature]
Counsel for Palmetto Pointe at Peas Island
Condominium Property Owners Association, Inc.

BY: Jack Love, Individually, and on behalf
of others similarly situated

WITNESSES:

STATE OF _____, COUNTY OF _____

I, _____, as attorney for Jack Love, Individually, and on behalf of others
similarly situated, hereby execute this agreement only for the purposes of Rule 43(k), SCRCF.

[Signature]
Counsel for Jack Love, Individually,
and on behalf of others similarly situated

Stanley

BY: Palmetto Pointe at Peas Island Condominium
Property Owners Association, Inc.

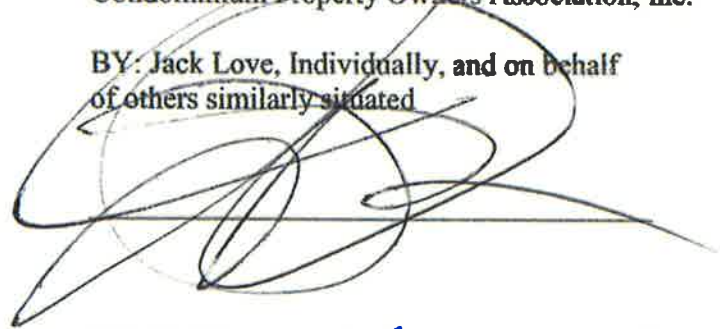
WITNESSES:

ITS: _____

I, _____, as attorney for Palmetto Pointe at Peas Island Condominium
Property Owners Association, Inc., hereby execute this agreement only for the purposes of Rule
43(k), SCRPC.

Counsel for Palmetto Pointe at Peas Island
Condominium Property Owners Association, Inc.

BY: Jack Love, Individually, and on behalf
of others similarly situated



WITNESSES:



Charleston

STATE OF South Carolina, COUNTY OF _____

I, Justin Lovey, as attorney for Jack Love, Individually, and on behalf of others
similarly situated, hereby execute this agreement only for the purposes of Rule 43(k), SCRPC.

Counsel for Jack Love, Individually,
and on behalf of others similarly situated

BY: Stanley's Vinyl Fence Designs

WITNESSES:

ITS: _____

STATE OF _____, COUNTY OF _____

I, _____, as attorney for Stanley's Vinyl Fence Designs on hereby execute
this agreement only for the purposes of Rule 43(k), *SCRCP*.

Counsel for Stanley's Vinyl Fence Designs

BY: Complete Building Corporation

WITNESSES:

ITS: _____

STATE OF _____, COUNTY OF _____

I, _____, as attorney for Complete Building Corporation, hereby execute this agreement only for the purposes of Rule 43(k), *SCRCP*.

Counsel for Complete Building Corporation

STATE OF SOUTH CAROLINA

) IN THE COURT OF COMMON PLEAS

COUNTY OF CHARLESTON

) NINTH JUDICIAL CIRCUIT

PALMETTO POINTE AT PEAS ISLAND
CONDOMINIUM PROPERTY OWNERS
ASSOCIATION, INC. AND JACK LOVE,
INDIVIDUALLY, AND ON BEHALF OF
ALL OTHERS SIMILARLY SITUATED,

) CASE NO. 2015-CP-10-0955

Plaintiffs,

VS.

ISLAND POINTE, LLC; COMPLETE
BUILDING CORPORATION; TRI-COUNTY
ROOFING, INC.; CREEKSIDE, INC.;
AMERICAN RESIDENTIAL SERVICES, LLC
D/B/A ARS/RESCUE ROOTER
CHARLESTON; ANDERSEN WINDOWS,
INC.; ATLANTIC BUILDING
CONSTRUCTION SERVICES, INC. N/K/A
ATLANTIC CONSTRUCTION SERVICES,
INC.; BUILDER SERVICES GROUP, INC.
D/B/A GALE CONTRACTOR SERVICES;
NOVUS ARCHITECTS, INC., F/K/A SGM
ARCHITECTS, INC.; TALLENT AND SONS,
INC.; W C SERVICES, INC.; CRG
ENGINEERING, INC.; CERTAINTED
CORPORATION; KELLY FLOORING
PRODUCTS, INC., D/B/A CARPET
BAGGERS; CORNERSTONE
CONSTRUCTION AND MARK MALLOY
D/B/A CORNERSTONE CONSTRUCTION;
MIRACLE SIDING, LLC AND WILSON
LUCAS SALES D/B/A MIRACLE SIDING,
LLC; MARK PALPOINT A/K/A MICAH
PALPOINT; ELROY ALONZO VASQUEZ;
CHRIS A/K/A JOHN DOE 61; ALDERMAN
CONSTRUCTION; STANLEY'S VINYL
FENCE DESIGNS; COHEN'S DRYWALL
COMPANY, INC.; MOSELY CONCRETE;
HAND A FRAMING CONSTRUCTION, LLC
A/K/A H&A FRAMING CONSTRUCTION,
LLC AND D/B/AH AND A FRAMING, LLC,
H&A CONSTRUCTION, AND HAND A

SETTLEMENT AGREEMENT AND
MUTUAL RELEASE AS TO
COHEN'S DRYWALL COMPANY, INC.

CONSTRUCTION; JMC CONSTRUCTION,
INC.; JMC CONSTRUCTION, LLC; JOHN
DOE 1-15,

Defendants.

COMPLETE BUILDING CORPORATION,
INC.,

Third-Party Plaintiff,

VS.

LEONARD T. BROWNE AND
CHRISTOPHER N. UNION,

Third-Party Defendants.

CREEKSIDE, INC.,

Third-Party Plaintiff,

VS.

CHRISTOPHER N. UNION,

Third-Party Defendant.

AMERICAN RESIDENTIAL SERVICES, LLC,

Third-Party Plaintiff,

VS.

VICTOR HUGO HERNANDEZ; HERNANDEZ
ELECTRIC, LLC; LILIANA ROJAS FLORES;
MARTIN BARR D/B/A PORT CITY
STRUCTURED WIRING; KELLER
ELECTRIC, LLC; JOHN TOOLIN D/B/A
JOHN F. TOOLIN HEAT AND AIR; RUSSELL
"RUSTY" HILL D/B/A RUSTY'S HEATING &
AIR; and WARREN ANDERSON,

Third-Party Defendants.

This Settlement Agreement, Receipt, Mutual Release and Agreement to Indemnify (referred to herein as the "Agreement") is entered on the date set forth below by and among the Plaintiffs, Palmetto Pointe At Peas Island Condominium Property Owners Association, Inc. (hereinafter occasionally referred to as the "COA") and Jack Love, on behalf of themselves and all owners of condominium units at the Project, their successors, purchasers, heirs, executors, administrators, employees, contractors, members and assigns (referred to collectively herein as "Plaintiffs" or "Releasors"), Defendant Cohen's Drywall Company, Inc. (referred to herein as "Releasee") and Defendant Complete Building Corporation ("CBC").

RECITALS

WHEREAS the above captioned action arises out of Plaintiffs filing a Complaint (Case No. 2015-CP-10-0955) in the Charleston County Court of Common Pleas against certain Defendants, seeking damages allegedly caused by and/or related to construction and/or product deficiencies and other conditions arising from or related to the construction, renovation, repair, sale and/or marketing of the condominium project known as "Palmetto Pointe at Peas Island," located at Folly Creek Way in Charleston County, South Carolina (referred to herein as the "Project") and which is more fully described in Plaintiffs' Complaint; and

WHEREAS one hundred percent (100%) of the Palmetto Pointe condominium owners have assigned their interests and claims relating to this suit to the COA; and,

WHEREAS Plaintiffs asserted claims against Releasee for suppling and installing insulation and drywall, among other work, by filing the Complaint and any amendments thereto, seeking damages from Releasee allegedly caused by and/or related to construction and/or product deficiencies and other conditions arising from or related to the sale, marketing, construction, renovation or repair of the Project and which is more fully described in the Plaintiffs' pleadings, the allegations of which are incorporated herein by reference; and

WHEREAS Plaintiffs claim that some of the damages and deficiencies at or related to the Project are attributable to the work or materials of Releasee and claims that the actions and/or omissions of Releasee are the direct and proximate cause of damage to the Project and/or to the Plaintiffs, as more fully set forth in the pleadings filed in the above captioned action; and

WHEREAS the Releasee and CBC have denied their work, products and/or materials supplied to the Project were defective or deficient and further deny their work, product and/or material supplied to the Project were in any way a direct or proximate cause of any damage or loss to the Project or Plaintiffs herein; and

WHEREAS, in order to avoid the costs of expensive and protracted litigation and in exchange for the mutual promises and consideration set forth herein, the undersigned do hereby agree as follows:

1. **Incorporation of Recitals.** The Recitals and other statements set forth above are hereby incorporated into and made a part of the terms and conditions of this Agreement by reference as if stated herein verbatim.
2. **Intent of Scope of Mutual Release.** For and in consideration of the terms herein, the parties to this Agreement contemplate a complete and final settlement of all claims that have been, could have been or could be asserted in the future by Releasors against Releasee arising from or related in any way to damage allegedly related to work performed at or materials or products supplied to the Project, including all damages resulting therefrom, not known or hereinafter arising.
3. **Payment to Plaintiffs.** Plaintiffs will be paid the total sum of one hundred twenty-five thousand dollars (\$125,000) (referred to herein as the "Settlement Amount") by or on behalf of Releasee. Payment of the Settlement Amount by check made payable to the Lucey Law Firm Trust Account, as attorney for the COA, shall be tendered to Plaintiffs' counsel not

later than thirty (30) calendar days following full and correct execution of this Agreement by Plaintiffs. Payment of the Settlement Amount is expressly contingent upon the full and correct execution of this Agreement by Plaintiffs. The payment of the Settlement Amount shall be held in escrow by Plaintiffs' counsel until an Order is entered dismissing Releasee from the above captioned action, with prejudice.

4. **Indemnification.** The COA shall defend, indemnify and hold harmless Releasee, its successors, heirs, executors, administrators, employees, parent companies, contractors, insurers, sureties and assigns from any and all claims made by, through, under, or on behalf of the COA, and from any and all claims made by, through, under, or on behalf of any member of the COA, regardless of whether the damages are fully known or unknown at this time. This obligation shall include, but is not limited to, the obligation to defend any such claims or, upon failure thereof, to pay the attorney's fees incurred by Releasee in defense of such claims.

5. **Release of Claims against Releasee.** For and in consideration of the payment of the Settlement Amount, the sufficiency of the Settlement Amount being hereby acknowledged, the Releasors, on behalf of ourselves, our successors, our purchasers, our heirs, our executors, our administrators, our employees, our contractors, our insurers, our sureties and our assigns, do hereby RELEASE, REMISE, ACQUIT AND FOREVER DISCHARGE Releasee, its successors, predecessors, parent companies, subsidiaries, affiliates, heirs, executors, administrators, employees, contractors, insurers, sureties, attorneys and assigns, of and from any and all causes of action, claims, demands, costs, suits at law, suits in equity, workers compensation claims, judgments, liens, costs, expenses, loss of service, loss of companionship, loss of society, loss of use and all claims of any nature and kind whatsoever, for personal or bodily injury, property damage, or otherwise, known or unknown, foreseen and unforeseen, which the Releasors have or may in the future be entitled to have against Releasee, which are on account of, are in any way

related to, and/or that arise out of the work performed and/or materials or products manufactured, supplied, or used in the construction of the Project (the "Released Scope of Work"). The Releasors further acknowledge and expressly agree, as consideration and inducement for this settlement, that this Agreement shall apply to unknown and unanticipated injuries and damages, as well as those now disclosed.

6. **CBC's Release of Claims against Releasee.** For and in consideration of the payment of the Settlement Amount by or on behalf of the Releasee, and the promises set forth herein, CBC, on behalf of itself, its successors, predecessors, parent companies, subsidiaries, affiliates, heirs, executors, administrators, employees, contractors, insurers, sureties and assigns, does hereby RELEASE, REMISE, ACQUIT AND FOREVER DISCHARGE Releasee, its successors, predecessors, parent companies, subsidiaries, affiliates, heirs, executors, administrators, employees, contractors, insurers, sureties and assigns of and from any and all causes of action, claims, demands, subrogation, costs, suits at law, suits in equity, workers compensation claims, judgments, liens, costs, expenses, loss of service, loss of companionship, loss of society, loss of use and all claims of any nature and kind whatsoever, for personal or bodily injury, property damage, or otherwise, known or unknown, foreseen and unforeseen, which CBC has or may in the future be entitled to have against Releasee, which are on account of, are in any way related to, and/or that arise out of the Released Scope of Work and/or the above captioned action. CBC further acknowledges and expressly agrees, as consideration and inducement for this settlement, that this Release shall apply to unknown and unanticipated injuries and damages resulting from the Released Scope of Work and/or the above captioned action, as well as those now disclosed. In consideration of this release, Plaintiffs agree to provide CBC a credit or offset against damages or judgment (but not both) arising under this action equal to the Settlement Amount.

7. **Releasee's Release of Claims against Releasor and CBC.** For and in consideration

of the promises set forth herein, Releasee, on behalf of itself, its successors, predecessors, parent companies, subsidiaries, affiliates, heirs, executors, administrators, employees, contractors, insurers sureties and assigns, does hereby RELEASE, REMISE, ACQUIT AND FOREVER DISCHARGE Releasor and CBC, their successors, predecessors, parent companies, subsidiaries, affiliates, heirs, executors, administrators, employees, contractors, attorneys, insurers, sureties and assigns of and from any and all causes of action, claims, demands, costs, suits at law, suits in equity, workers compensation claims, judgments, liens, costs, expenses, loss of service, loss of companionship, loss of society, loss of use and all claims of any nature and kind whatsoever, for personal or bodily injury, property damage, or otherwise, known or unknown, foreseen and unforeseen, which Releasee has or may in the future be entitled to have against Releasor or CBC, which are on account of, are in any way related to, and/or that arise out of the Released Scope of Work and/or the above captioned action. Releasee further acknowledges and expressly agrees, as consideration and inducement for this settlement, that this Release shall apply to unknown and unanticipated injuries and damages resulting from the Released Scope of Work and/or the above captioned action, as well as those now disclosed. Releasee further releases any and all claims of any nature or kind against CBC'S insurance carriers and policies related to the Project.

8. **Order or Stipulation of Dismissal.** By executing this Agreement and accepting the Settlement Amount, Releasors and CBC agree to dismiss, release, abandon and forever end, with prejudice, any and all claims they have or could have asserted against Releasee on account of, arising from or related in any way to the Released Scope of Work, including any claims for costs and/or attorney's fees; and Releasee agrees to dismiss with prejudice any actual or potential cross-claims against CBC. All claims released herein by Releasors and/or CBC against Releasee are to be dismissed with prejudice. Accordingly, Releasors, Releasee and CBC agree, following Plaintiffs' receipt of the Settlement Amount, to execute, consent to and/or submit an Order or

Stipulation of Dismissal, with prejudice, for the purpose of dismissing, releasing, abandoning and forever ending any and all claims asserted or any claims, known or unknown, that could have been asserted in the above captioned action against Releasee, including any claims for attorney's fees; and dismissing, abandoning, releasing and/or forever ending any actual or potential cross claims between Releasee and CBC. The Releasors, CBC, and Releasee do hereby grant unto their attorneys, full and complete authority to consent to such order or stipulation as may be necessary to dismiss and forever end the claims mutually released herein, with prejudice.

9. **Affirmation of Non-Assignment of Rights or Claims.** By executing this Agreement, all parties expressly acknowledge and represent to each other that at the time of execution, except as to the homeowner assignments referenced above, they have not assigned any of their rights, claims or interests related in any way whatsoever to the Project, the above captioned action, and/or the Released Scope of Work that they had in the past, currently have or may in the future have against any party, entity or individual released by and through this Agreement. All parties to this Agreement expressly acknowledge that this affirmation of non-assignment constitutes an essential part of this Agreement and is necessary to effectuate the mutual release of the parties, entities and individuals as contemplated herein.

10. **Non-Admission of Liability.** This Agreement, the payment and/or acceptance of monies and any negotiations, discussions or proceedings in connection therewith, shall not be construed as an admission, evidence or concession by any party of any liability, wrongdoing or misconduct of any kind by any party to this Agreement, which is expressly and specifically denied on the part of Releasee and CBC. In consideration of the payment of the Settlement Amount and the terms and conditions herein, the parties to this Agreement agree that this settlement is intended to terminate a specific controversy between the Releasors and Releasee

and between Releasee and CBC to avoid further litigation between them and for Releasee to buy its peace.

11. **Joint Drafting.** Respective counsel for each party hereto has participated in the negotiation of, read, and approved each and every term, and all of the language, of this Agreement, and each of the parties agrees that the identity of the drafter of any particular term or provision shall have no effect on the interpretation of this Agreement. The language of this Agreement shall be construed as a whole according to its reasonable meaning, and not for or against any of the parties based upon the authorship of any part of this Agreement.

12. **Governing law, Venue and Construction.** This Agreement shall be governed by, and construed and interpreted under the laws of the state of South Carolina. Any disagreement regarding settlement documents shall be submitted to either a mutually agreed upon mediator or the Charleston County Circuit Court judge for final and binding resolution.

13. **Representations and Warranties.** The parties represent and warrant that they have read and understand this Agreement. Each of the parties has made such investigation of the facts pertaining to this Agreement and of all other matters pertaining hereto as they deem necessary and appropriate. The parties warrant that each of the following propositions is true and correct: (i) they entered into this Agreement only after carefully reviewing it with counsel or, if they did not have counsel, they understand and accept each and every term hereof; (ii) they entered into this Agreement without any coercion and under no duress of any kind; (iii) this Agreement reflects the conclusion of each of the parties that this Agreement is in his, her, or its own best interest; and, (iv) except as expressly provided herein, the parties do not intend this Agreement to confer upon any person or entity who is not a party hereto, or expressly referenced in the release provision hereof, any rights or remedies. The parties represent and warrant that each signatory hereto has the full right and authority to enter into this Agreement and bind the

party on whose behalf he, she, or it has executed this Agreement. The parties represent and warrant that none of them has assigned or transferred to any person any claim, interest, matter, or any part or portion thereof, released pursuant to this Agreement.

14. **Waiver/Severability**. The parties agree that no waiver by any party of any particular provision or right under this Agreement shall be deemed to be a waiver of any other provision or right hereunder.

15. **Legal Fees and Costs**. Each of the parties is responsible for his, her or its own legal fees and costs, including but not limited to expert costs and costs of the mediator, arising from the matters, claims and issues mutually released herein, the above captioned action, the Released Scope of Work and/or of negotiating this Agreement.

16. **Execution in Counterparts**. This Agreement may be executed in counterparts which, when taken together with all other counterparts, shall constitute one complete document. Signatures and initials that are transmitted via facsimile or other electronic means shall have the same force and effect as original initials and signatures penned in ink. Copies of original execution pages of this Agreement shall have the same force and effect as the originals.

17. **Binding Nature of the Agreement**. Except as otherwise specified herein, this Agreement is binding upon each of the parties' respective legal predecessors, successors, executors, assigns, fiduciaries, heirs, spouses, or any other party or person who may succeed to their interests. Each of the parties warrants that he, she, or it has the legal right and authority, to the fullest extent of the law, including by exercising any and all legal and equitable rights and powers on behalf of any entity, to enter into this Agreement and to bind the person or party on whose behalf he, she, or it signs.

18. **Entire Agreement**. This Agreement including any attachments hereto contains the full, entire and complete agreement between the parties hereto. This Agreement supersedes

all prior agreements, negotiations, and understandings, whether written or oral, between the parties concerning the subject matter of this Agreement. Each of the parties acknowledges to the others that none of them nor any agent of any of them has made any promise, representation or warranty whatsoever, express or implied, written or oral, not contained herein concerning the subject matter hereof to induce him, her, or it to execute this Agreement, and each of the parties acknowledges that he, she or it has not executed this Agreement in reliance on any promise, representation or warranty not expressly contained or referenced in this Agreement.

19. **Modification of Agreement.** It is further agreed that this Agreement shall not be modified or amended except by an instrument in writing signed by the Releasors, Releasee, and CBC.

20. **Consultation with Attorney.** It is further understood, acknowledged and agreed that the parties hereto acknowledge that they have executed this Agreement in consultation with their attorney.

21. **Retention of Claims.** Notwithstanding any other term or provision herein, Plaintiffs retain all claims against all other parties except the release given herein solely in favor of Releasee.

It is further acknowledged and agreed that this Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, purchasers, assigns, estates of, and all successors in interest to the Releasors, Releasee, and CBC and all other beneficiaries to this Agreement.

IN WITNESS WHEREOF the undersigned have hereunto set their hands and seals to
this Agreement as follows:

BY: Palmetto Pointe at Peas Island Condominium
Property Owners Association, Inc.

WITNESSES:

ITS: _____

I, _____, as attorney for Palmetto Pointe at Peas Island Condominium
Property Owners Association, Inc., hereby execute this agreement only for the purposes of Rule
43(k), SCRCF.

Counsel for Palmetto Pointe at Peas Island
Condominium Property Owners Association, Inc.

BY: Jack Love, Individually, and on behalf
of others similarly situated

WITNESSES:

STATE OF South Carolina, COUNTY OF Charleston

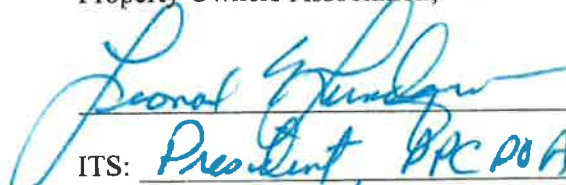
I, Justin Lacey, as attorney for Jack Love, Individually, and on behalf of others
similarly situated, hereby execute this agreement only for the purposes of Rule 43(k), SCRCF.

Counsel for Jack Love, Individually,
and on behalf of others similarly situated

IN WITNESS WHEREOF the undersigned have hereunto set their hands and seals to
this Agreement as follows:

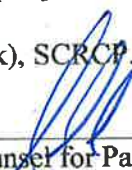
BY: Palmetto Pointe at Peas Island Condominium
Property Owners Association, Inc.

WITNESSES:


ITS: President, PPCPOA, Inc.




I, Justin Lucey, as attorney for Palmetto Pointe at Peas Island Condominium
Property Owners Association, Inc., hereby execute this agreement only for the purposes of Rule
43(k), SCRPC.


Counsel for Palmetto Pointe at Peas Island
Condominium Property Owners Association, Inc.

BY: Jack Love, Individually, and on behalf
of others similarly situated

WITNESSES:

STATE OF _____, COUNTY OF _____

I, _____, as attorney for Jack Love, Individually, and on behalf of others
similarly situated, hereby execute this agreement only for the purposes of Rule 43(k), SCRPC.

Counsel for Jack Love, Individually,
and on behalf of others similarly situated

BY: Cohen's Drywall Company, Inc.

WITNESSES:

O. Carlisle Edwards
ITS: Attorney defending the suit

Yara Keel

STATE OF South Carolina, COUNTY OF Charleston

I, O. Carlisle Edwards, Jr. as attorney for Cohen's Drywall Company, Inc., hereby execute this agreement only for the purposes of Rule 43(k), SCRCF.

O. Carlisle Edwards, Jr.
Counsel for Cohen's Drywall Company, Inc.

EXC

BY: Complete Building Corporation

WITNESSES:

[Signature]

[Signature]
[Signature]

ITS: President

STATE OF SC, COUNTY OF CHAS

I, Everett A. Kendall, as attorney for Complete Building Corporation, hereby execute this agreement only for the purposes of Rule 43(k), SCRPC.

Everett A. Kendall
Counsel for Complete Building Corporation

7/12/18

From: [Justin Lucey](#)
To: [Laura Knight](#)
Cc: [Josh Evans](#)
Subject: Fwd: Palmetto Pointe - Mosley Concrete Cross-claims
Date: Thursday, June 6, 2019 5:47:46 PM

Justin Lucey
Justin O'Toole Lucey, PA
843-849-8400

Begin forwarded message:

From: Josh Evans <jevans@lucey-law.com>
Date: May 4, 2019 at 12:54:48 PM EDT
To: Justin Lucey <jlucey@lucey-law.com>, Drew Butler
<DButler@richardsonplowden.com>
Subject: RE: Palmetto Pointe - Mosley Concrete Cross-claims

Drew,

Yes, Section 3000, totaling approximately \$105k, is out.

Joshua F. Evans
843-849-7220

From: Justin Lucey <jlucey@lucey-law.com>
Sent: Friday, May 3, 2019 8:55 PM
To: Drew Butler <DButler@richardsonplowden.com>
Cc: Josh Evans <jevans@lucey-law.com>
Subject: Re: Palmetto Pointe - Mosley Concrete Cross-claims

josh will respond and handle

Justin Lucey
Justin O'Toole Lucey, PA
843-849-8400

On May 3, 2019, at 3:12 PM, Drew Butler <DButler@richardsonplowden.com> wrote:

Thank you Justin. I am working to resolve my cross-claims with the general contractor as we speak. I appreciate your client's willingness to give Mosley an issue release. Line item 3000 in Handegan's estimate appears to address the driveway issues. Are we agreed that those driveway line items will be considered resolved for the purposes of trial?

Regards,
Drew Hamilton Butler
RICHARDSON, PLOWDEN & ROBINSON, PA
235 MaGrath Darby Blvd, Suite 100
Charleston, SC 29464
843-805-6550 (office)
803-760-6904 (mobile)

On May 3, 2019, at 12:59 PM, Justin Lucey <jlucey@lucey-law.com>
wrote:

U may have an issue release as to driveways.

On May 3, 2019, at 12:54 PM, Drew Butler
<DButler@richardsonplowden.com> wrote:

His reply is below

Regards,
Drew Hamilton Butler
RICHARDSON, PLOWDEN & ROBINSON, PA
235 MaGrath Darby Blvd, Suite 100
Charleston, SC 29464
843-805-6550 (office)
803-760-6904 (mobile)

Begin forwarded message:

From: Rett Kendall
<rkendall@murphygrantland.com>
Date: May 3, 2019 at 12:53:17 PM
EDT
To: Drew Butler
<DButler@RichardsonPlowden.com>
Cc: Jasmine Wyman
<JWyman@RichardsonPlowden.com>
**Subject: RE: Palmetto Pointe -
Mosley Concrete Cross-claims**

Drew, I have the right folks'
attention. If you can get me \$10K
that I can apply to attorney fees, I
think its worth pursuing.

Rett

From: Drew Butler
<DButler@RichardsonPlowden.com>
Sent: Friday, May 03, 2019 11:31 AM
To: Rett Kendall
<rkendall@murphygrantland.com>
Cc: Jasmine Wyman
<JWyman@RichardsonPlowden.com>
Subject: Palmetto Pointe - Mosley
Concrete Cross-claims

Please allow this email to follow our conversation regarding the status of your client's cross-claims against Mosley Concrete in preparation for trial scheduled for next week. As you are aware, Mosley has resolved its claims with the plaintiff. We are only being held in the case by your client's pending cross claims. Given that the plaintiff does not plan to advance any of its claims against Mosley at trial, my client will be forced to focus it's attention on the general contractor's lack of proper supervision and coordination. We would obviously like to avoid that scenario as the jury would be asked to weigh both of the plaintiff's allegations against the general contractor as well as the testimony of one of its own subcontractors.

I am therefore asking that your client consider dismissing it's cross claims against Mosley Concrete by noon today so that we might avoid the time and expense associated with preparation for a trial that I will almost certainly focus our attention on the actions or

inactions of the general
contractor.

My contact information is noted
below. Please feel free to call my
cell phone at anytime. I look
forward to hearing from you by
noon today.

Regards,
Drew Hamilton Butler
RICHARDSON, PLOWDEN &
ROBINSON, PA
235 MaGrath Darby Blvd, Suite
100
Charleston, SC 29464
843-805-6550 (office)
803-760-6904 (mobile)

From: Justin Lucey
To: Laura Knight
Subject: Fwd: Palmetto Point v Mosley Concrete Issue Release
Date: Thursday, June 6, 2019 5:31:57 PM

Justin Lucey
Justin O'Toole Lucey, PA
843-849-8400

Begin forwarded message:

From: Drew Butler <DButler@RichardsonPlowden.com>
Date: May 3, 2019 at 12:16:48 PM EDT
To: "jlucey@lucey-law.com" <jlucey@lucey-law.com>
Cc: Jasmine Wyman <JWyman@RichardsonPlowden.com>, David Anderson
<DAnderson@RichardsonPlowden.com>
Subject: Palmetto Point v Mosley Concrete Issue Release

Justin, per our prior conversation, please confirm that your client is willing to sign an issue release for Mosley Concrete's complete scope of work on the project.

Regards,
Drew Hamilton Butler
RICHARDSON, PLOWDEN & ROBINSON, PA
235 MaGrath Darby Blvd, Suite 100
Charleston, SC 29464
843-805-6550 (office)
803-760-6904 (mobile)

From: [Justin Lucey](#)
To: [Laura Knight](#)
Subject: Fwd: Palmetto Pointe v. Mosley Concrete Settlement Authority
Date: Thursday, June 6, 2019 5:31:18 PM
Attachments: [image002.png](#)

Justin Lucey
Justin O'Toole Lucey, PA
843-849-8400

Begin forwarded message:

From: David Anderson <DAnderson@RichardsonPlowden.com>
Date: April 29, 2019 at 4:03:38 PM EDT
To: Josh Evans <jevans@lucey-law.com>
Cc: Justin Lucey <jlucey@lucey-law.com>, Jasmine Wyman
<JWyman@RichardsonPlowden.com>, Drew Butler
<DButler@RichardsonPlowden.com>
Subject: Re: Palmetto Pointe v. Mosley Concrete Settlement Authority

This will confirm the settlement. I will ask Jasmine to print off and confirm to you. We will also seek to have Rett's client drop their cross claim. Will you consider an issue release for the concrete work?

Sent from my iPhone

On Apr 29, 2019, at 12:43 PM, Josh Evans <jevans@lucey-law.com> wrote:

Ok. You win. \$95k. I think I recall you are traveling today. Please have someone from your office print this email and sign it indicating agreement, and scan back to me, and I'll do the same. Thanks

Joshua F. Evans
843-849-7220

From: David Anderson <DAnderson@RichardsonPlowden.com>
Sent: Monday, April 29, 2019 2:06 PM
To: Josh Evans <jevans@lucey-law.com>
Cc: Justin Lucey <jlucey@lucey-law.com>; Jasmine Wyman
<JWyman@RichardsonPlowden.com>; Drew Butler
<DButler@RichardsonPlowden.com>
Subject: Re: Palmetto Pointe v. Mosley Concrete Settlement Authority

Josh, I appreciate your compromise. I went back to the carrier with your

demand of 99k and he indicated that the 95k is all the authority they have for this action. They are in run off and Mr. Giomi does not have additional 4K in authority. We went back to get the original authority of 110k and the 95k was all they would apportion. This sum is nearly double what the original contract of Mosley Concrete called for. You have a insurer who is in runoff and a defendant who is out of business. Even if you hit a home run at trial, the funding of it would be in question. I can assure you that this offer is solid. Please let us know how your client wishes to proceed.
David

Sent from my iPhone

On Apr 29, 2019, at 11:33 AM, Josh Evans <jevans@lucey-law.com> wrote:

David

Thank you for the email. Please recall that Plaintiffs' demand at mediation was a final, "dropdead" settlement demand at \$110k. Nevertheless, I will prevail upon our clients to accept \$99k if you are able to offer it.

thanks

Joshua F. Evans
843-849-7220

From: David Anderson
<DAnderson@RichardsonPlowden.com>
Sent: Monday, April 29, 2019 1:25 PM
To: Josh Evans <jevans@lucey-law.com>; jlucey@lucey-law.com
Cc: Jasmine Wyman <JWyman@RichardsonPlowden.com>; Drew Butler <DButler@RichardsonPlowden.com>
Subject: Fwd: Palmetto Pointe v. Mosley Concrete Settlement Authority

Gentlemen: As you can see from the below email, all of the authority that has been extended in this matter is \$95,000. I would hope that we can conclude this matter with that authority. Please respond to all. We look forward to your response. David

Sent from my iPhone

Begin forwarded message:

From: Ron Giomi <Ron.Giomi@seibels.com>
Date: April 29, 2019 at 10:22:44 AM GMT-6
To: David Anderson
<DAnderson@RichardsonPlowden.com>
Cc: Carla Lindler
<CLindler@RichardsonPlowden.com>, Jasmine
Wyman <JWyman@RichardsonPlowden.com>,
Drew Butler
<DButler@RichardsonPlowden.com>
**Subject: RE: Palmetto Pointe v. Mosley
Concrete Settlement Authority**

David: You have \$95,000 settlement authority
to resolve this matter.

Ron

Ron Giomi, PCU

Vice President Litigation & Liability
1501 Lady Street, Columbia, SC 29201
Direct: 803.748.2028 |
ron.giomi@seibels.com



From: David Anderson
[<mailto:DAnderson@RichardsonPlowden.com>]
Sent: Friday, April 26, 2019 2:51 PM
To: Ron Giomi <Ron.Giomi@seibels.com>
Cc: Carla Lindler
<CLindler@RichardsonPlowden.com>; Jasmine
Wyman <JWyman@RichardsonPlowden.com>;
Drew Butler
<DButler@RichardsonPlowden.com>; Kevin
Mosley <kmmosleycompany@yahoo.com>
Subject: Palmetto Pointe v. Mosley Concrete
Settlement Authority
Importance: High

Ron: This will confirm that you have requested additional settlement authority and hope to learn something from the new CFO & President by the first of the week. We are continuing to prepare for trial and would ask that you respond to all on the CC line should you get that authority. I will be out of the office next week but should have access to emails and both Drew Butler and Jasmine will be assisting in the trial. Regards, David

HOME	VCARD	BIO	LOCATION
		David A. Anderson Attorney at Law danderson@richardsonplowden.com	
		Richardson, Plowden & Robinson, P.A. P.O. Drawer 7788 Columbia, SC 29202 Tel: 803.576.3702 Fax: 803.779.0016 Mobile: 803.318.8821 www.RichardsonPlowden.com	

The information contained in this e-mail message may be attorney-client privileged, attorney work product, or strictly confidential information. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution, or copying of the communication is strictly prohibited. If you have received this communication in error, please immediately notify us by telephone at (803) 771-4400 and permanently delete this e-mail.



**RICHARDSON
PLOWDEN**
ATTORNEYS AT LAW

RELEASE AND SETTLEMENT AGREEMENT

This Release and Settlement Agreement ("Agreement") is made this 31st day of January, 2018 by and between,

Palmetto Pointe at Peas Island Condominium Property Owners Association, Inc. (the "Association") and Jack Love, individually and on behalf of all others similarly situated (collectively, "Plaintiffs"),

and

H and A Framing Construction LLC, H and A Framing Construction, LLC a/k/a H&A Framing Construction, LLC and d/b/a Hand A Framing, LLC, H&A Construction and Hand A Construction (collectively, the "Settling Party"),

and

Complete Building Corporation ("CBC"),

as follows:

A. WHEREAS, Island Pointe, LLC ("Island Pointe") allegedly designed, developed, marketed, constructed and/or sold the Palmetto Pointe at Peas Island Condominiums ("Project") and CBC allegedly designed and constructed the Project;

B. WHEREAS, Atlantic Building Construction Services, Inc. n/k/a Atlantic Construction Services, Inc. ("Atlantic") allegedly served as a framing subcontractor to CBC;

C. WHEREAS, the Association is the property owners association for the Project and is the assignee of any and all claims related to construction defects at the Project;

D. WHEREAS, the Settling Party was a subcontractor to Atlantic and allegedly performed certain framing work at some of the buildings at the Project;

E. WHEREAS, there is currently a lawsuit pending in the Court of Common Pleas for the Ninth Judicial Circuit in Charleston County, South Carolina (the "Court") captioned, *Palmetto Pointe at Peas Island Condominium Property Owners Association, Inc. and Jack Love, individually and on behalf of all others similarly situated v. Island Pointe, LLC, et al.*, and bearing docket number 2015-CP-10-0955 (the "Lawsuit");

F. WHEREAS, Plaintiffs have asserted claims in the Lawsuit against the Settling Party;

G. WHEREAS, Atlantic has asserted crossclaims (which were originally asserted as third-party claims) against the Settling Party in the Lawsuit;

H. WHEREAS, CBC has attempted to plead crossclaims against the Settling Party in the Lawsuit, but as of the date of this Agreement and as of the date of the settlement reached at the Mediation of the Lawsuit, CBC has not actually served any crossclaim upon Settling Party;

I. WHEREAS, the Parties to this Agreement wish to resolve all claims asserted by and against the Settling Party, including those raised, those claims that should have been raised and those claims that could have been raised;

J. WHEREAS, the Parties to this Agreement understand and agree that this settlement is a compromise of doubtful and disputed claims, and that the payment of sums herein mentioned is not to be construed as an admission of liability on the part of the persons, firms, and corporations who are hereby released, by whom liability is expressly denied.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, and in consideration of the mutual undertakings and promises contained herein, the Parties hereby agree as follows:

1. The foregoing statements in Paragraphs A through J above are hereby incorporated as a part of this Agreement, are true and correct, are contractual in nature, and are not merely recitals.

2. ~~Settling Party shall pay Five Hundred Thousand Dollars (\$500,000.00) to Plaintiffs by~~ check(s) made payable to "Justin O'Toole Lucey, P.A., as attorneys for Palmetto Pointe at Peas Island Condominium Property Owners Association, Inc.," Fed. ID No. 57-0959667.

3. Upon receipt of the payment(s) set forth in Paragraph 2 above, counsel for Plaintiffs shall hold the funds in trust until the Parties file an Order of Dismissal with prejudice of all claims asserted against Settling Party, and with prejudice of any and all claims that could have been asserted or should have been asserted by Plaintiffs against Settling Party.

4. Plaintiffs and their officers, directors, shareholders, owners, parents, affiliates, subsidiaries, partners, agents, representatives, heirs, principals, mortgagees, lessors, creditors, executors, administrators, trustees, receivers, attorneys, insurers, subrogees, subrogors, beneficiaries, servants, employees, sureties, lienholders, predecessors, successors, assigns, related entities and any others who may be entitled to recover on their behalf, hereby fully release the following party from any and all debts, losses, damages, costs, expenses, liabilities, claims, lawsuits, liens, bonds, actions, debts, sums of money, judgments, proceedings and causes of action (collectively, "Claims"), that have been, should have been, or could have been asserted against Settling Party in the Lawsuit, whether known or unknown, arising out of or in any way related to the Project:
- a. Settling Party, including its past, present, and future agents, including actual, implied, and apparent, and other servants, employees, representatives, insurers (including specifically but not limited to Certain Interested Underwriters at Lloyd's, London Subscribing to Certificate No. ARTE003220, Certain Interested Underwriters at Lloyd's, London Subscribing to Certificate No. TCNR003301, and all of each of their respective subscribing names, syndicates, shareholders, officers, directors, related business organizations, affiliates, agents, adjusters and attorneys), carriers, sureties, attorneys, assigns, predecessors, successors, corporate parents, subsidiaries, affiliates, divisions, dealers, retailers, distributors, officers, directors, members, managers, owners, shareholders, principals, partners, partnerships, subcontractors, independent contractors, principals, heirs, lienholders, mortgagees, lessors, creditors, executors, administrators, trustees, receivers, subrogees, subrogors and beneficiaries (none of which, except Settling Party, are defendants in the Lawsuit). These foregoing persons and entities listed shall hereinafter be referred to as "Released Entities."
5. The Association shall defend, indemnify, and hold harmless the Released Entities from Claims made by, though, under, or on behalf of Plaintiffs, and from claims made by any member of the Association, regardless of whether the damages are fully known or unknown at this time. The Association shall defend, indemnify, and hold harmless the Released Entities for the Association's representation and warranty that it owns the claims being

settled hereunder. This obligation shall include the obligation to defend any such claims or, upon failure thereof, to pay the attorney's fees incurred by the Released Entities in defense of such claims.

6. Settling Party releases Plaintiffs from any and all claims, outside of any right and potential claim to enforce the terms of this Release and Settlement Agreement including the incorporated written "Settlement Agreement" and the "Addendum: to the "Settlement Agreement" signed by the Parties at the mediation on January 31, 2018;
7. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors, assigns and heirs.
8. This Agreement shall be governed by, interpreted, construed and enforced in accordance with the laws of the State of South Carolina.
9. This Agreement may be executed in counterparts and all counterparts shall be deemed to constitute a single agreement. The execution and delivery of such counterpart by any person shall have the same force and effect as if that person had executed all other counterparts.
10. All prior negotiations, representations and agreements between the Parties of any kind relating to the disputes settled in this Agreement, whether oral, written, express, implied, collateral or concurrent, are merged into this Agreement, and this Agreement, in conjunction with the written "Settlement Agreement" and the "Addendum: to the "Settlement Agreement" signed by the Parties at the mediation on January 31, 2018, shall constitute the complete and total agreement of the Parties of any such disputes.
11. No modification of this Agreement shall be effective unless in writing and signed by the Parties.
12. The individuals executing this Agreement hereby represent that they are authorized to execute this Agreement on behalf of the Party and related entities for which they sign, and that they are authorized to bind such parties to the terms stated herein.

13. Each of the Parties has participated equally in the drafting of this Agreement and, as such, this Agreement shall be construed equally in favor of all Parties, and shall not be construed against any of the Parties.
14. The Parties represent and agree that they have had full opportunity to read the terms of this Agreement and to have counsel of their choice explain the terms of this Agreement to them. The Parties further represent and agree that they understand the terms of this Agreement, agree to those terms and execute this Agreement voluntarily and without duress of any kind.
15. No statements or agreements set forth in this Agreement shall in any way inure to the benefit of any third party. This Agreement shall not create or give to any third person or entity any right, claim, benefit, defense of cause of action against any party hereto nor shall it be construed as any admission by any party that any compensation is owed to any third party not specifically identified in this Agreement.
16. The insurance companies being released hereunder are only released as to policies in favor of the Settling Party herein, and NOT as to policies, if any, insuring other at-fault parties not being expressly released herein.
17. Notwithstanding any other provision contained herein, Plaintiff reserves all rights and claims against all parties not being expressly released herein.
18. In consideration of the Agreement hereto of CBC, Plaintiffs shall grant CBC a credit or offset against any judgment equal to the Settlement Amount set forth above, or a corresponding reduction in Plaintiffs' damages presented at trial, but not both.

Agreed to by the Parties on the date first stated above.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

THE UNDERSIGNED, AS AN AUTHORIZED REPRESENTATIVE OF PALMETTO POINTE AT PEAS ISLAND CONDOMINIUM PROPERTY OWNERS ASSOCIATION, INC., WHICH IS REPRESENTED BY COUNSEL, HAS READ THIS RELEASE AND SETTLEMENT AGREEMENT AND FULLY UNDERSTANDS THE CONTENTS OF THIS DOCUMENT AND SWEARS UNDER OATH TO THE REPRESENTATIONS MADE ABOVE.

Signed, sealed and delivered this 13 day of June, 2018.

BY:

NAME:

TITLE:

Leonard E. Lundquist
President, PPCPOA, Inc

ACKNOWLEDGEMENT

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

Sworn to (or affirmed) and subscribed before me this day by _____, for Palmetto Pointe at Peas Island Condominium Property Owners Association, Inc. I have personal knowledge of the identity of the principal(s) or I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a _____ or a credible witness has sworn to the identity of the principal(s).

This the 13th day of June, 2018.

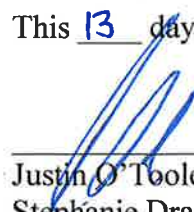
Notary Public:

My Commission Expires: 2/5/26



Agreed:

This 13 day of June, 2018.



Justin O'Toole Lucey
Stephanie Drawdy
Joshua Fletcher Evans
415 Mill Street
Mt. Pleasant, SC 29464

Counsel for Plaintiffs

THE UNDERSIGNED, JACK LOVE, ON BEHALF OF HIMSELF AND ALL OTHERS SIMILARLY SITUATED, WHO IS REPRESENTED BY COUNSEL, HAS READ THIS RELEASE AND SETTLEMENT AGREEMENT AND FULLY UNDERSTANDS THE CONTENTS OF THIS DOCUMENT AND SWEARS UNDER OATH TO THE REPRESENTATIONS MADE ABOVE.

Signed, sealed and delivered this 12 day of June, 2018.

BY:

Jack Love

ACKNOWLEDGEMENT

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

Sworn to (or affirmed) and subscribed before me this day by Jack Love, for himself and all others similarly situated. I have personal knowledge of the identity of the principal(s) or I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a _____ or a credible witness has sworn to the identity of the principal(s).

This the 13th day of June, 2018.

Notary Public: [Signature]

My Commission Expires: 2/5/24



THE UNDERSIGNED REPRESENTATIVE OF HUMBERTO BATISTA, AND H AND A FRAMING CONSTRUCTION LLC, H AND A FRAMING CONSTRUCTION, LLC A/K/A H&A FRAMING CONSTRUCTION, LLC and D/B/A HAND A FRAMING, LLC, H&A CONSTRUCTION and HAND A CONSTRUCTION, WHICH ARE REPRESENTED BY COUNSEL, HAS READ THIS RELEASE AND SETTLEMENT AGREEMENT AND FULLY UNDERSTANDS THE CONTENTS OF THIS DOCUMENT AND SWEARS UNDER OATH TO THE REPRESENTATIONS MADE ABOVE.

Signed, sealed and delivered this 11th day of June, 2018.

BY: K. O'Brien

NAME: Kevin O'Brien

TITLE: Attorney and Counsel of Record
for Batista and Hand A.

ACKNOWLEDGEMENT

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

Sworn to (or affirmed) and subscribed before me this day by Kevin O'Brien as representative of Humberto Batista and H and A Framing Construction LLC, H and A Framing Construction, LLC a/k/a H&A Framing Construction, LLC and d/b/a Hand A Framing, LLC, H&A Construction and Hand A Construction. I have personal knowledge of the identity of the principal(s) or I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a _____ or a credible witness has sworn to the identity of the principal(s).

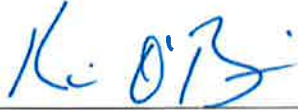
This the 11th day of June, 2018.



Notary Public: Melissa Johnson
My Commission Expires: June 16, 2020

Agreed:

This 11th day of June, 2018.



Kevin M. O'Brien
PHELPS DUNBAR LLP
GlenLake One
4140 ParkLake Avenue, Suite 100
Raleigh, North Carolina 27612-3723

*Counsel for H and A Framing Construction LLC, H and A Framing Construction, LLC a/k/a
H&A Framing Construction, LLC and d/b/a Hand A Framing, LLC, H&A Construction and
Hand A Construction*

THE UNDERSIGNED, AS AN AUTHORIZED REPRESENTATIVE OF
COMPLETE BUILDING CORPORATION, WHICH IS REPRESENTED BY COUNSEL,
HAS READ THIS RELEASE AND SETTLEMENT AGREEMENT AND FULLY
UNDERSTANDS THE CONTENTS OF THIS DOCUMENT AND SWEARS UNDER
OATH TO THE REPRESENTATIONS MADE ABOVE.

Signed, sealed and delivered this 3rd day of July, 2018.

BY: [Signature]

NAME: VICTOR AUST

TITLE: President

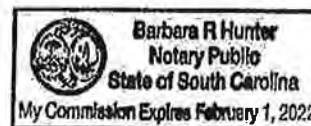
ACKNOWLEDGEMENT

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

Sworn to (or affirmed) and subscribed before me this day by Victor Aust, for Complete Building Corporation I have personal knowledge of the identity of the principal(s) or I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a Drivers Lic. or a credible witness has sworn to the identity of the principal(s).

This the 3rd day of July, 2018.

Notary Public: Barbara R. Hunter
My Commission Expires: 2/1/2022



[Signature]

Agreed:

This 12 day of July, 2018.

Everett A. Kendall

Everett A. Kendall
Sweeny, Wingate & Barrow, P.A.
1515 Lady Street
Columbia, SC 29211

Counsel for Complete Building Corporation

Cerchione, Carla

From: Joshua F. Evans <jevans@lucy-law.com>
Sent: Tuesday, April 30, 2019 7:11 PM
To: Horton, Greg
Cc: Bill Lyles (bill@billyleslaw.com); Lang, Dana
Subject: Re: Plantation Point - settlement

EXTERNAL EMAIL: Open Attachments and Links With Caution.

Greg.

Please sign and scan back to me my agreement email and I'll do the same. Thanks

Joshua F. Evans

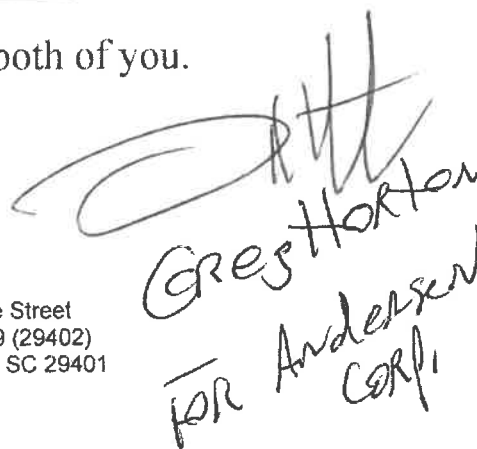
On Apr 30, 2019, at 6:21 PM, Horton, Greg <Greg.Horton@wbd-us.com> wrote:

I will work with Rett. Many thanks to both of you.

Greg Horton
Partner
Womble Bond Dickinson (US) LLP

d: 843-720-4625
m: 843-270-2266
e: Greg.Horton@wbd-us.com

5 Exchange Street
PO Box 999 (29402)
Charleston, SC 29401


Greg Horton
for Andersen
Corp.

womblebond Dickinson.com

<imagebe24ab.PNG>

<image1c185b.PNG> <image135767.PNG> 

From: Joshua F. Evans [<mailto:jevans@lucy-law.com>]
Sent: Tuesday, April 30, 2019 6:20 PM
To: Horton, Greg
Cc: Bill Lyles (bill@billyleslaw.com); Lang, Dana
Subject: Re: Plantation Point - settlement

Agreed. Greg, do you want to handle getting Rett's agreement?

Bill, thanks for your help.

Joshua F. Evans

On Apr 30, 2019, at 6:17 PM, Horton, Greg <Greg.Horton@wbd-us.com> wrote:

Josh and Bill,

Thank you for your help. I am writing to confirm settlement of the claims by Plaintiffs against Andersen pursuant to the following terms:

- (1) Andersen pays Plaintiffs \$200,000.
- (2) Dismissal of Andersen and all affiliates.
- (3) Complete releases of all claims, including any warranty obligations, from the POA and homeowners (or a written statement from each homeowner that he/she has fully and completely assigned all window claims to the POA).
- (4) Confidentiality agreement enforceable as to homeowners and POA.
- (5) Execution of an issue release in the lawsuit that is substantially similar to the below.

The parties to this Agreement also agree that, in further consideration of the payment set forth in Paragraph 1 above, Releasors hereby release all other individuals, firms, organizations, corporations, individuals, entities, associations, installers, distributors, purchasers, marketers, and sellers of the Products **as to any liability for any alleged defect in the Products themselves only. This release is not intended to, and does not, release any other party to this Lawsuit for liability related to improper installation, use or selection of the Products.** The purpose of this issue release is to protect AWI and Andersen and each of their successors or assigns from claims, cross-claims and third-party claims, either now existing or to be filed in the future, for indemnity, contribution or otherwise based solely alleged defects in the Products at the Property.

Greg Horton
Partner
Womble Bond Dickinson (US) LLP

d: 843-720-4625
m: 843-270-2266
e: Greg.Horton@wbd-us.com

5 Exchange Street
PO Box 999 (29402)
Charleston, SC 29401

<image92fbd4.PNG>

womblebond dickinson.com

<image70f7a7.PNG> <image848468.PNG> <imagef19fd9.PNG>

This email is sent for and on behalf of Womble Bond Dickinson (US) LLP. Womble Bond Dickinson (US) LLP is a member of Womble Bond Dickinson (International) Limited, which consists of independent and autonomous law firms providing services in the US, the UK, and elsewhere around the world. Each Womble Bond Dickinson entity is a separate legal entity and is not responsible for the acts or omissions of, nor can bind or obligate, another Womble Bond Dickinson entity. Womble Bond Dickinson (International) Limited does not practice law. Please see www.womblebond Dickinson.com/us/legal-notice for further details.

From: Laura Knight <lknight@lucey-law.com>
Sent: Thursday, August 15, 2019 9:48 AM
To: McCoy, Jennifer B. Secretary (Kathryn B. Stone)
Cc: Stephanie Drawdy; Tarsha M. Jefferson; Josh Evans; Justin Lucey; Andrew Cole; Richelle Campbell; Buckley, Edward D. (Ed)
Subject: RE: Palmetto Pointe at Peas Island, et al.; Civil Action No. 2015-CP-10-00955
Attachments: 2019.08.15 Pls Opp Memo - TCR MTR.pdf

Ms. Stone:

Attached please find *Plaintiffs' Memorandum in Opposition to Defendant Tri-County Roofing's Motion to Reconsider the Court's Final Order* in the above referenced matter.

Thanks, Laura

From: McCoy, Jennifer B. Secretary (Kathryn B. Stone) <jmccoysc@sccourts.org>
Sent: Tuesday, August 6, 2019 9:33 AM
To: Richelle Campbell <rcampbell@collinsandlacy.com>
Cc: sdrawdy@lucey-law.com; Tarsha M. Jefferson <tjefferson@collinsandlacy.com>; Jim Atkins <jatkins@clawsonandstaubes.com>; jevans@lucey-law.com; Kellie Hunt <khunt@clawsonandstaubes.com>; jlucey@lucey-law.com; laura knight <lknight@lucey-law.com>; Andrew Cole <acole@collinsandlacy.com>; James L. Williams <jwilliams@collinsandlacy.com>
Subject: RE: Palmetto Pointe at Peas Island, et al.; Civil Action No. 2015-CP-10-00955

Received. Thank you.

And Ms. Heaton is no longer with our office. Judge McCoy will have a new law clerk, but she will not begin until August 26th. Please keep me listed as the contact from here on out.

Thank you.

K. Brooke Stone

Administrative Assistant
The Honorable Jennifer B. McCoy
100 Broad Street, Suite 348
Charleston, SC 29401
Phone: (843) 958-5066
Fax: (843) 958-5067

From: Richelle Campbell <rcampbell@collinsandlacy.com>
Sent: Monday, August 5, 2019 4:05 PM
To: McCoy, Jennifer Law Clerk (Alexandra Heaton) <jmccoyle@sccourts.org>; McCoy, Jennifer B. Secretary (Kathryn B. Stone) <jmccoysc@sccourts.org>
Cc: sdrawdy@lucey-law.com; Tarsha M. Jefferson <tjefferson@collinsandlacy.com>; Jim Atkins <jatkins@clawsonandstaubes.com>; jevans@lucey-law.com; Kellie Hunt <khunt@clawsonandstaubes.com>; jlucey@lucey-law.com; laura knight <lknight@lucey-law.com>; Andrew Cole <acole@collinsandlacy.com>; James L. Williams <jwilliams@collinsandlacy.com>
Subject: RE: Palmetto Pointe at Peas Island, et al.; Civil Action No. 2015-CP-10-00955

***** EXTERNAL EMAIL:** This email originated from outside the organization. Please exercise caution before clicking any links or opening attachments. ***

Ms. Stone, I sent the attached to Ms. Heaton and received a message that she is out. I want to be sure this is received by the Court. Please let me know if you have any questions or require additional information.

From: Richelle Campbell

Sent: Monday, August 5, 2019 4:00 PM

To: 'jmccoyle@sccourts.org' <jmccoyle@sccourts.org>

Cc: 'sdrawdy@lucey-law.com' <sdrawdy@lucey-law.com>; Tarsha M. Jefferson <tjefferson@collinsandlacy.com>; 'jatkings@clawsonandstaubes.com' <jatkings@clawsonandstaubes.com>; 'jevans@lucey-law.com' <jevans@lucey-law.com>; 'khunt@clawsonandstaubes.com' <khunt@clawsonandstaubes.com>; 'jlucey@lucey-law.com' <jlucey@lucey-law.com>; 'lknight@lucey-law.com' <lknight@lucey-law.com>; Andrew Cole <acole@collinsandlacy.com>; James L. Williams <jwilliams@collinsandlacy.com>

Subject: Palmetto Pointe at Peas Island, et al.; Civil Action No. 2015-CP-10-00955

Ms. Heaton,

The attached is being sent on behalf of Attorney Andrew Cole. He is hand delivering the original to the Court today.

Because of a confidentially order Plaintiffs consented to on June 5 regarding settlement documents, the original filed with the Court at that time contained a redacted Release (Exh. A). This motion contains the full, unredacted version.

Please let me know if you have any questions.

Thank you,

Richelle

Richelle Campbell
Legal Secretary

Direct: (803) 255-0479
Main: (803) 256-2660
Fax: (803) 771-4484
Vcard: [download vcard](#)
Web: www.collinsandlacy.com

1330 Lady Street, 6th Floor
Columbia, SC 29201



Confidentiality Note: The preceding email message may be confidential or protected by the attorney-client privilege. It is not intended for transmission to, or receipt by, any unauthorized persons. If you have received this message in error, please (i) do not read it, (ii) reply to the sender that you received the message in error, and (iii) erase or destroy the message. Legal advice contained in the preceding message is solely for the benefit of the Collins and Lacy, P. C. client(s) represented by the Firm in the particular matter that is the subject of this message, and may not be relied upon by any other party.

~~~ CONFIDENTIALITY NOTICE ~~~ This message is intended only for the addressee and may contain information that is confidential. If you are not the intended recipient, do not read, copy, retain, or disseminate this message or any attachment. If you have received this message in error, please contact the sender immediately and delete all copies of the message and any attachments.

COPY OF CONTRACT  
PROVIDED BY T. BROWNE  
4/10/06



## Document A101™ - 1997

### Standard Form of Agreement Between Owner and Contractor where the basis of payment is a STIPULATED SUM

AGREEMENT made as of the 27 day of December in the year of 2005  
(In words, indicate day, month and year)

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

Island Point, LLC  
P.O. Box 943  
Folly Beach, SC 29435

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

Complete Building Corporation  
1525 Ashley River Road  
Charleston, SC 29407

The Project is:  
(Name and location)

Palmetto Point  
Peas Island, Folly Road  
Folly Beach, SC

The Architect is:  
(Name, address and other information)

SGM Architects  
P.O. Box 1005  
Mt. Pleasant, SC 29465

#### 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 A201-1997, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

This document has been approved and endorsed by The Associated General Contractors of America.

The Owner and Contractor agree as follows.



Init.

AIA Document A101™ - 1997. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991 and 1997 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 14:53:10 on 03/24/2008 under Order No.1000225096\_1 which expires on 3/2/2007, and is not for resale.  
User Notes:

(2504558237)

Novus 000707

R-2148

#### ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 8.

#### ARTICLE 2 THE WORK OF THIS CONTRACT

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

#### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement 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 Owner.

*(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.)*

Owner shall provide contractor with a written notice to proceed. Contractor agrees to begin work within 14 calendar days of the notice to proceed date.

If, prior to the commencement of the Work, the Owner requires time to file mortgages, mechanic's liens and other security interests; the Owner's time requirement shall be as follows:

N/A

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

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than 480 days from the date of commencement, or as follows:

*(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. Unless stated elsewhere in the Contract Documents, insert any requirements for earlier Substantial Completion of certain portions of the Work.)*

Buildings shall be delivered every two weeks after completion of first building.

Portion of Work

Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.

*(Insert provisions, if any, for liquidated damages relating to failure to complete on time or for bonus payments for early completion of the Work.)*

Liquidated damages of \$100.00 per day, per building, are included. A bonus of \$50.00 per day is included for every day a building is completed ahead of schedule.

#### ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be **TWELVE MILLION THREE HUNDRED FORTY-THREE THOUSAND FIVE HUNDRED NINETY-EIGHT AND NO/100 DOLLARS (\$ 12,343,598.00)** subject to additions and deductions as provided in the Contract Documents.

Contract sum determined as follows:

|                                      |                 |
|--------------------------------------|-----------------|
| Original Bid                         | \$12,250,000.00 |
| Revise sheetrock material cost - add | \$ 68,794.00    |
| Add 6 x 6 exterior stair support     | \$ 13,422.00    |

Init.

AIA Document A101™ - 1997. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991 and 1997 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 14:53:10 on 03/24/2006 under Order No. 1000225096\_1 which expires on 3/2/2007, and is not for resale.  
User Notes:

(2504558237)

2

Novus 000708

R-2149

|                                                  |     |           |
|--------------------------------------------------|-----|-----------|
| Add 1x treated risers at exterior stairs         | \$  | 8,046.00  |
| Revise master bath shower to fiberglass surround | \$  | 7,208.00  |
| Revise second floor porch posts to 6 x 6 treated | (\$ | 3,872.00) |

\$12,343,598.00

**§ 4.2** The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner: See Attachment "D" and Attachment "E"  
(State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires)

Alternates number 2, 3, 4 and 6 have been accepted from Attachment "D" and are included in the contract agreement. Attachment "E" is provided for future buyer options and is not in the contract amount.

**§ 4.3** Unit prices, if any, are as follows: N/A

| Description | Units | Price (\$ 0.00) |
|-------------|-------|-----------------|
| N/A         |       |                 |

## ARTICLE 5 PAYMENTS

### § 5.1 PROGRESS PAYMENTS

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

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

**§ 5.1.3** Provided that an Application for Payment is received by the Architect not later than the 1st day of a month, the Owner shall make payment to the Contractor not later than the 21st day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than twenty-one ( 21 ) days after the Architect receives the Application for Payment.

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

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

**§ 5.1.6** Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- 1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ten ( 10% ). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.8 of AIA Document A201-1997;
- 2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved

Init.

AIA Document A101™ – 1997. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991 and 1997 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 14:53:10 on 03/24/2008 under Order No.1000225096\_1 which expires on 3/2/2007, and is not for resale.  
User Notes: (2504558237)

3

Novus 000709

R-2150



in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ten ( 10% );

- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-1997.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and  
(Section 9.8.5 of AIA Document A201-1997 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-1997.

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

*(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)*

Retainage to be released on a building by building basis.

§ 5.1.9.

#### § 5.2 FINAL PAYMENT

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

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-1997, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

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

#### ARTICLE 6 TERMINATION OR SUSPENSION

§ 6.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-1997.

§ 6.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-1997.

#### ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 Where reference is made in this Agreement to a provision of AIA Document A201-1997 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

Init.

AIA Document A101™ – 1997. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991 and 1997 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 14:53:10 on 03/24/2006 under Order No.1000225096\_1 which expires on 3/2/2007, and is not for resale.  
User Notes:

(2504558237)

4

Novus 000710

R-2151

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

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

(10% ) per annum

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

§ 7.3 The Owner's representative is:

(Name, address and other information)

|                                                            |     |                                                                                |
|------------------------------------------------------------|-----|--------------------------------------------------------------------------------|
| Tommy Smith<br>P.O. Box 300<br>Mt. Pleasant, SC 29465-1005 | and | Patrick McDonald<br>895 Island Park Drive<br>Suite 202<br>Charleston, SC 29492 |
|------------------------------------------------------------|-----|--------------------------------------------------------------------------------|

§ 7.4 The Contractor's representative is:

(Name, address and other information)

Buddy Hilton  
Complete Building Corporation  
1525 Ashley River Road  
Charleston, SC 29407

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

§ 7.6 Other provisions:

#### ARTICLE 8 ENUMERATION OF CONTRACT DOCUMENTS

§ 8.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

§ 8.1.1 The Agreement is this executed 1997 edition of the Standard Form of Agreement Between Owner and Contractor, AIA Document A101-1997.

§ 8.1.2 The General Conditions are the 1997 edition of the General Conditions of the Contract for Construction, AIA Document A201-1997.

§ 8.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated , and are as follows

| Document                                                                                                                        | Title | Pages |
|---------------------------------------------------------------------------------------------------------------------------------|-------|-------|
| Addendum #1, here-in noted as Attachment "A" dated November 23, 2005                                                            |       |       |
| Complete Building Corporation qualifications including list of allowances, here-in noted as Attachment "B" dated March 20, 2006 |       |       |

Init.

AIA Document A101™ – 1997. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1983, 1967, 1974, 1977, 1987, 1991 and 1997 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 14:53:10 on 03/24/2006 under Order No.1000225096\_1 which expires on 3/2/2007, and is not for resale.  
User Notes:

(2504558237)

5

Novus 000711

R-2152

Addendum to AIA Document A201-1997 General Conditions prepared by Patrick McDonald (10 pages), here-in noted as Attachment "C"  
Complete Building Corporation "Additions To The Contract", here-in noted as Attachment "D" dated March 3, 2006  
Complete Building Corporation "Options" list, here-in noted as Attachment "E", dated March 3, 2006  
**Table of Contents from specifications, here-in noted as Attachment "F"**  
**Drawings, here-in noted as Attachment "G"**

§ 8.1.4 The Specifications are those contained in the Project Manual dated as in Section 8.1.3, and are as follows:  
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)  
Title of Specifications exhibit: See Attachment "F"

(Rows deleted)

§ 8.1.5 The Drawings are as follows, and are dated (see below) unless a different date is shown below:  
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)  
Title of Drawings exhibit: See Attachment "B", Page 1, Number 1 and Drawings, which are Attachment "G"

(Rows deleted)

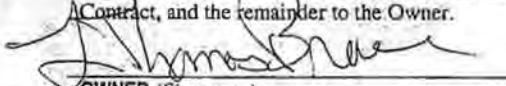
§ 8.1.6 The Addenda, if any, are as follows:

| Number | Date     | Pages     |
|--------|----------|-----------|
| 1      | 11/23/05 | Three (3) |

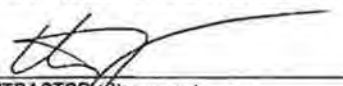
Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 8.

§ 8.1.7 Other documents, if any, forming part of the Contract Documents are as follows:  
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-1997 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies, of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

  
OWNER (Signature)

Tommy Browne  
Island Point, LLC  
Managing Member  
(Printed name and title)

  
CONTRACTOR (Signature)

Victor Apal, President  
Complete Building Corporation  
(Printed name and title)

Init.

AIA Document A101™ - 1997. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991 and 1997 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 14:53:10 on 03/24/2006 under Order No.1000225096\_1 which expires on 3/2/2007, and is not for resale.  
User Notes: (2504558237)

6

Novus 000712

R-2153

## Addendum #1

DATE: Wednesday, November 23, 2005  
TO: Bidders, Owners, and File  
FROM: Thomas N. Smith, AIA  
Architect of Record, Palmetto Pointe Villas. Job #2003-1105.03  
Legare Porcher  
Project Manager, Palmetto Pointe Villas. Job #2003-1105.03  
VIA: TeleFax & eMail (as PDF attachments)  
RE: Palmetto Pointe Villas  
Peas Island  
Folly Beach, South Carolina  
PROJECT NO.: 2003-1105.03

NUMBER OF PAGES IN ADDENDUM: 3

This addendum forms a part of the Contract Documents and modifies the original drawings / specifications, cover sheet dated, November 4, 2005.

### I. PROJECT MANUAL

#### a. SECTION 00310. BID FORM.

- i. Note the following changes to the Bid Form (Revised Bid Form. Dated as revised November 23, 2005 will be sent under separate cover.)
- ii. Delete Alternate #3 in its entirety.
  1. Replace with ADDITIONAL INTERIOR PAINT COLOR as ADD item.
- iii. Delete Alternate #6 in its entirety.
- iv. Delete Alternate #7 in its entirety.
- v. COMPLETION TIME
  1. Delete from SITE: "30 Days"
  2. Delete from PHASE I: "130 Days"
  3. Delete from PHASE II: "130 Days"
  4. Delete from PHASE III: "130 Days"
  5. REPLACE THIS WITH:

##### a. SITE & PHASE I:

- i. 180 Days to complete 1 (one) building only.  
The additional 6 buildings are to be completed 14 days later (staggered) for a total **COMPLETION TIME** for all of Site & Phase I of **264 calendar days**.

##### b. PHASE II:

- i. Assuming that Phase I has been completed and that Notice to Proceed has been given:
  1. 98 Days to complete the first building in Phase II. The additional 7 buildings are to be completed 14 days later (staggered) for a total **COMPLETION TIME** for all of Phase II of **362 calendar days**.

##### c. PHASE III:

- i. Assuming that Phase II has been completed and that Notice to Proceed has been given:



Thomas N. Smith, AIA  
Debra McFalls, Chikwood, AIA  
Martin A. Cizler, AIA  
**COMPANY**  
110 J. J. White Road, Suite 210  
Post Office Box 1005  
Mt. Pleasant, SC 29465  
(843) 548-7407 Phone  
(843) 548-6750 Fax  
www.sgmfirm.com

LM (12)



1. 84 Days to complete the first building in Phase III. The additional 6 buildings are to be completed 14 days later (staggered) for a total COMPLETION TIME for all of Phase III of 460 calendar days.

- d. 460 calendar days marks the total time for the project.

vi. LIQUIDATED DAMAGES

1. In addition to the clause: "... the sum of ONE-HUNDRED Dollars (\$100.00) PER BUILDING for each succeeding calendar day, Saturdays, Sundays and Holidays included..." add the clause, "... the sum of ONE HUNDRED Dollars (\$100.00) FOR SITE WORK for each succeeding calendar day, Saturdays, Sundays and Holidays included..."
2. In addition here shall also be a BONUS of FIFTY Dollars (\$50.00) PER BUILDING for each preceding calendar day.

b. SECTION 01210. ALLOWANCES.

i. PART 3-EXECUTION

1. 3.3 SCHEDULE OF ALLOWANCES

- a. Allowance No. 1:
  - i. Include \$9,000.00 per residential unit...
- b. Allowance No. 2:
  - i. Include \$6,000.00 per residential unit...
    1. Add: NOT including exterior materials or plywood floors which are not a part of allowance.
- c. DELETE Allowance No. 3.
- d. DELETE Allowance No. 4.
- e. Allowance No. 6:
  - i. Include \$1,200.00 per residential unit...
- f. ADD Allowance No. 7:
  - i. Interior Trim. Material & Labor
    1. Include \$1,200.00 per residential unit...
      - a. Inclusive of \$500.00 for fireplace.

c. SECTION 01230. ALTERNATES.

i. PART 3-EXECUTION

- a. Alternate #3 (Item C: BOAT LIFT)
  - i. Delete in its entirety.
- b. Alternate #6 (Item F: HARDWOOD FLOOR IN BEDROOMS & HALLS)
  - i. Delete in its entirety.
- c. Alternate #7 (Item G: HARDWOOD TREADS ON STAIRS)
  - i. Delete in its entirety.

II. DRAWINGS

a. GENERAL NOTES

1. Elevations

1. All vertical exterior siding and porch materials (EXCEPT: handrails, pickets, & Ground Floor lattice) are to be painted Hardboard or Hardisiding.
  - a. Contractor is to provide a complete covering of the building including exterior walls, fascias, etc. that do not show on the elevations.
2. All exterior railings (railings not in heated enclosed stairs) on porches and exterior stairs are to be a maintenance free (any) railing system.

UMA

3. All wood roof trusses are to be run front to back, not side-to-side as shown on Sheet s S2 & S14.

b. SHEET A323

- i. At the First and Second Floor trusses provide blocking & insulation at the floor trusses in each unit.
- ii. Drywall to run continuously from Ground Floor to Roof, with the exception of floor truss and floor decking penetrations.

c. SHEETS A701 & A702

i. FINISH MATERIAL LEGEND

1. FLOORS

- a. Add the symbol "DCK" with the accompanying finish description: "5/4 x 6 WOOD DECKING"

ii. ROOM FINISH SCHEDULE

1. ROOM NUMBER: A107

- a. Change Floor Material to symbol to "DCK"

END OF ADDENDUM NO. 1

UKA



Palmetto Point Qualifications  
March 20, 2006

The cost of the project is twelve million, three hundred forty three thousand, five hundred, ninety eight (\$12,343,598.00) dollars which is in accordance with the noted plans and specifications and includes the following qualifications. This cost estimate includes only what is included in the plans, specifications and addenda as amended here-in. If it is not included within this documentation, it is not included in the contract amount. This price does not include any alternate pricing or additions noted in other documents.

1. The following plans were used to create the quote:  
Architectural plans by SGM dated 11-04-05 including pages, G001, G002, A001, A101, A102, A103, A104, A105, A106, A107, A108, A109, A110, A111, A112, A113, A114, A115, A116, A201, A202, A203, a204, A205, a206, A207, A208 A301, A302A303, A320, A321, A322, A323, A401, A402, A403, A404, A405, A406, A407, A408, A409, A410, A411, A412, A413, A414, A415, A416, A420, A501, A502, A503, A601, A603, A605, A609, A701, & A702; and SGM specifications dated 11/04/05 (cover) & 11/09/05 (internal pages). A copy of the table of contents is attached. Addendum #1 is also included, dated 11/23/05 (attached);  
Civil plans by CRG Engineering dated 10-20-2005 including pages C0, C1, C2, C3, C4, C5, C6, C7, C8, C9, C10, C11, C12, C13, & C14;  
Structural plans by Britt Peters and Associates, sheet S0 dated 11-4-05 and the remaining sheets dated 11-4-05, S1, S2, S3, S4, S5, S6, S7, S8, S9, S10, S11, S12, S13, S14, S15, S16, S17 & S18;  
Mechanical & Plumbing plans by CRG Engineering dated 10-14-05 including pages M101, M102, M301, P101, P102, P201 & P202;  
Electrical plans by Richard Leland dated 10-14-05 including pages E001, E101, E102 & E601.
2. The duration for this project is 16 months which includes no changes in scope or weather delays for the project. This time will begin upon receipt of a written notice to proceed from the owner. Rain days are defined as follows. Three (3) rain days per month are included in the project schedule and one day will be added for any day of rain that affects the progress of the project beginning with the fourth rain day in any month. This time extension will be calculated per building. Additional days may be added for options and change orders.

1 of 8

*PD LTR*

1525 Ashley River Road • Charleston, SC • 29407 • (843) 763-2463 • Fax (843) 766-4659

**Novus 000716**

**R-2157**

3. Owner options shall be provided to Contractor (CBC) within thirty (30) days after starting the construction of a unit. If any changes are made after the 30<sup>th</sup> day, the sales staff shall contact Complete Building Corporation for any time constraints before proceeding with the changes and committing to the buyer/owner. If no selections are provided within the thirty (30) day time frame, standard selections will be utilized.
4. The performance and payment bond is included for one phase only and the single phase project cost is not to exceed \$4,000,000.00.
5. Retainage will be released no later than sixty (60) days following final completion of each unit, regardless of whether or not it has been sold or closed.
6. Stored materials will be paid for in the next invoice cycle after they are delivered to the site or stored in a bonded warehouse, and will be allowed as a normal course of construction with the following qualifications. All required sheetrock for all three (3) phases will be purchased immediately after contract execution. This is anticipated to be between \$160,000.00 and \$250,000.00. \$68,794.00 has been added for sheetrock material increases to-date. This number will be "shopped" prior to ordering to provide the least possible cost at the time of purchase. 100% of any savings, if any, will be returned to the owner; Lumber may be ordered in advance for up to 4 buildings at a time and billed as stored materials. In addition, the framing contractor is authorized to purchase all studs and plywood for all three (3) phases sometime during phase one(1) and bill as stored materials. This is anticipated to be approximately \$200,000.00.
7. All units are expected to be built in order, starting with E1-E2-E3-E4 etc, and can not be changed due to the track building, production pricing. If the order is changed for any reason other than governmental interdiction or legal challenges, there may be additional cost and time. Contractor shall endeavor to minimize additional costs and/or time. Buildings E1 & E2 are being built as the models.
8. Finish selections shall be provided to Complete Building Corporation within thirty (30) days of starting construction of a unit. If no selections are provided within the thirty (30) day time frame, standard selections will be utilized.
9. The project duration is sixteen (16) months and the project has been priced as one continuous project. As such, phase 2 approval must be provided no later than 82 days after starting phase 1, and phase 3 approval must be provided no later than 98 days after phase 2 starts. If this notice is not given in writing at or before this time frame and after contractor provides the owner with at least five (5) days advance written notice, reasonable time and general conditions may be added to the cost and duration of the project. Contractor shall endeavor to mitigate damages.
10. Unless otherwise agreed by contractor and owner, all change orders will carry a 10% mark up for labor and materials. These may also add or decrease time to the project based on the scope of the work
11. Owner and Contractor have agreed upon a method for establishing the market price as of the date of the Agreement ("Baseline Price"). It is acknowledged that significant, industry-wide economic fluctuation during the performance of the Agreement may impact price, availability and delivery time frames ("Potentially Time and Price-Impacted Material Claim").

2 of 8

*John*

*LTR*

**Novus 000717**

**R-2158**

If the Contractor is delayed at any time in the commencement or progress of the Work due to a delay in the delivery of, or unavailability of, or a price increase of, a "Potentially Time and Price-Impacted Material" listed in Schedule A and substantiated with necessary supporting documentation, beyond the control of and without the fault of the Contractor, its Subcontractors and Material Suppliers, the Contractor shall be entitled to an equitable extension of the Contract Time and an equitable adjustment of the Contract Price. Contractor shall undertake reasonable steps to mitigate the effect of such delays. Notwithstanding any other provision to the contrary, the Contractor shall not be liable to the Owner for any expenses, losses or damages arising from a delay in the delivery of a Potentially Time and Price-Impacted Material item not the fault of the Contractor, its Subcontractors and Material Suppliers.

For Contractor to establish a Potentially Time and Price-Impacted Material Claim, the following six (6) conditions must be satisfied: (1) the price increase must be greater than twenty percent (20%) of the Baseline Price listed in Schedule A; (2) the price increase must be beyond Contractor's control and must not have been caused by Contractor's negligence; (3) Contractor shall provide evidence tying the material/supply price increase to a specific event outside of Contractor's control; (4) the Potentially Time and Price-Impacted Material must be listed and substantiated with supporting documentation in Schedule A; (5) Contractor must notify Owner in writing within thirty (30) days from the date the Potentially Time and Price-Impacted Material Claim arises; and (6) the Contractor must demonstrate that the event was not foreseeable or contemplated by either party at the time the Parties entered into the agreement.

If Contractor has established a Potentially Time and Price-Impacted Material Claim, Contractor shall promptly submit Potentially Time and Price-Impacted Material Claim along with appropriate documentation substantiating such an adjustment to Owner for Owner's consideration. Within five (5) Days of Submitting the Potentially Time and Price-Impacted Material Claim, Owner and Contractor shall meet to review the claim and if justified, hereby agree to a 50/50 allocation of the price increase as defined here-in.

An adjustment in the pricing for a Potentially Time and Price-Impacted Material shall not include any amount for overhead and profit and shall not be duplicated in any contingency amounts established under the terms of the Agreement. The Contract Price shall not be adjusted by more than five and ½ percent (5.5 %) percent of the original Contract Price for the aggregate of the increases or decreases in Baseline Prices for Potentially Time and Price-Impacted Materials.

In the event of a decrease in a Baseline Price, the Contract Price shall be equitably adjusted to reflect such a decrease, but only for those Potentially Time and Price-Impacted Materials listed in Schedule A.



12. Complete Building Corporation will complete its internal punchlist and then request the developer or buyer to walk through and create the final punchlist. If the unit is not sold, the developer will perform the walk through on behalf of the future buyer. Only one punchlist per unit or building is included.
13. Landscaping is included as an allowance of \$100,000.00 and includes but is not limited to top soil, fine grading, plants, shrubs, trees, grassing, sod, chemicals, back flow preventer, tap fees, sleeves and irrigation system.
14. The paving of the road will occur at the end of phase 2 construction assuming adequate lay-down, parking and working space is available behind phase 3. Otherwise, the paving will occur after phase 3 construction is complete.
15. The walking path has been included in the estimate as per the owners direction with Tallent and Sons.
16. All work related to the club house and pool is not included other than grading and paving the parking lot. The mailboxes are by the owner.
17. The dock and the bulkhead are not included.
18. A temporary fence & gate has been installed at the owners request and the cost is included in the estimate.
19. Site utilities have been included as an allowance of \$421,000.00 and includes but is not limited to the main water line and water laterals to each unit, the force main, pump station, main sewer line, man hole, sewer laterals to each unit, layout, deed preparation, and final plans by a surveyor. The water and sewer laterals are to be installed on the side of the building and run half way down the side of the house.
20. The fence around the pump station is included as an allowance of \$5,640.00 which includes the fence and gate.
21. The 8" water line has been included as an allowance of \$50,000.00 and will run approximately 800' and under Folly road. A jack and bore will be required for this.
22. The security gate is included as an allowance of \$25,000.00 and includes but is not limited to gates, power & one phone line, related concrete and all accessories for a complete installation.
23. The termite treatment bond is for one year.
24. The footing at the base of the stairs is included, however *per the drawings and specifications*, there aren't any post connections from the concrete to the stairs posts.
25. The windows & doors have been changed to Anderson Narrow line. Omit the center window in the stair well and change all round windows to square windows. Impact glass is not included.
26. Interior paint shall be limited 3 colors per unit, with the trim and ceilings as white. Any individual room shall only have a single wall color.
27. All steel angles have been omitted where beams intersect. . Where the beams on the first floor intersect other beams, Simpson hanger #HGUS5.50/14 has been included as approved by the engineer.
28. The garage door wind load has been omitted since the garage area is built as a break away environment. The doors are Clopay #22 Galaxy and H73 W4 (raised panel).

EW LTB

29. The generator platform and fuel are part of the generator option. The generator is a 12kw propane unit with an automatic transfer switch. Please note this will not power the entire house. The tank, gas line and initial propane purchase are by the home owner. The tank is anticipated to be located under the rear porch or otherwise where allowed by code.
30. The soffit and porch ceilings are vinyl and the fascia is aluminum.
31. The porch columns are not wrapped with Hardi material only painted. The first floor porch has treated 6x6 posts and the second floor has treated 8x8 posts Please note this material, as well as all the treated material on the project, is not kiln dried treated lumber which is susceptible to chemical bleed through and warping. Complete Building Corporation will not be responsible for extended painting to cover the bleed through or related warping.
32. The door at the top of the garage stair is exterior grade. All exterior, personnel doors are fiberglass (impact glass/resistance not included).
33. The garage stair well wall material is included as treated 1 x 8's installed vertically with top, bottom and mid span attachments, as needed. The interior wall is a half wall with a wood cap. The interior stair well wall is also a half wall with a painted wood cap.
34. The elevator pit is 8" deep and includes a PVC drain and 2" drain line run to a dry-well just outside the exterior wall. A \$4,400.00 allowance is included for the drains, drain line and dry-well. The standard for framing the floor at the elevator shafts includes heading off the elevator with a beam to hang the trusses on and installing 2x10 joists attached to the beam and sit on the wall.
35. The fireplace option includes a direct vent fireplace vented to the exterior on porch at 2' AFF or less. If it is required to vent the fireplace at a higher location, this cost as well as the framing to hide the pipe is not included.
36. Piles will be installed for all 3 phases at the same time. Test piles have not been included.
37. The owner is to provide temporary water within 100' of the first building (E1) no later than 30 days after construction begins.
38. Field engineering is included for lay out of the piles and an elevation certificate only.
39. The driveways and garage areas shall be poured as one and do not have any reinforcing.
40. The garage ceiling includes one layer of 5/8", type "X" drywall nailed directly to the bottom of the floor truss. Hat channel has not been included.
41. The wall and roof sheathing are 7/16 OSB. The party walls on the 2<sup>nd</sup> and 3<sup>rd</sup> floor include the plywood on the outermost portion of the wall only. *ask structural*
42. The \$1200.00/unit trim allowance has been deleted and replaced with a hard bid. The base board is a 5" paint grade speed base.
43. The party wall in the garage is a break away wall. The siding has been changed to treated 1x8's installed vertically and no drywall is included on this wall. The breakaway wall is built with treated 2x4's as the frame.
44. The lattice on the building is treated 1x8.
45. The exterior stairs and garage stairs have open risers.
46. The \$500.00 allowance for the fire place trim has been deleted and the trim is included in the fireplace option.

5 of 8

VR LPZ

47. The smaller, exterior wood brackets are the same design as the large brackets, other than size. There is no detail and if the detail changes, there may be a price increase.
48. An allowance of \$4000.00 per unit is included for the countertops or \$176,000.00 for the entire project.
49. The rail on the HVAC platform has been changed from vinyl to treated 1x6's run vertical and attached to 2 horizontal treated 2x4's. The front rail shall be removable and will have several screws to secure it in place
50. The exterior porch & stair rails are prefinished vinyl with one grab rail only on the stair sections
51. The front door is an allowance of \$700.00 per unit or \$30,800.00 for the entire project. Installation for these doors is included in the estimate.
53. The door hardware is an allowance of \$34,117.00 for the entire project and includes locks, weather stripping and door stops.
54. There are several incorrect window or door marks on each design. In the situations where this mistake exists, the price includes the door or window that is shown on the floor plans and elevations and does not follow the schedule. *These errors shall be reported to the owner and architect for drawing revisions*
55. Spray fire stopping has not been included.
56. One shower door with obscure glass (no design) has been included for the master bath shower. A total allowance of \$17,300.00 for the purchase and installation has been included.
57. Lighting has been included as a \$2,000 per unit allowance (\$88,000.00 for the entire project) which includes all interior and exterior lights (canlight housings and trim included).
58. Per SGM, the range and fireplace exhaust can be located on the same wall.
59. The electrical meters are required to be mounted to a solid wall and this detail does not exist. The price includes one sheet of ½" treated plywood for each building with the meters being mounted together on one side of the building.
60. All testing is to be performed and paid for by the owner unless re-testing or re-inspecting is due to the fault of the contractor.
61. The exterior HVAC platform is included based on the plan size.
62. Work times may include weekends and the first buyers/occupants need to be aware there may be some inconvenience or disturbance until the project is built out. Overtime has not been included to accelerate the schedule if requested by the owner.
63. Sprinkler systems have not been included.
64. Water and sewer, tap and impact fees have not been included.
65. Stainless steel screws noted for the decks are included at the exterior stair platform only and not at decks covered by waterproofing. Intermediate support posts or newel posts have not been included at the exterior stair stringers.
66. The HVAC duct layout indicates a chase which is assumed to be the attic space. No additional chases, walls or fire enclosures are included.
67. All flooring is included as an allowance of \$7,000.00 per unit including but not limited to carpet, pad, wood floors, ceramic tile and associated base, shoe mold, adhesive and all related accessories. This allowance includes the ceramic tile surround in the shower stalls

6 of 8

BR LT2



Add \$7,279.00 to revise the shower surrounds to fiberglass shower stalls (see "additions to contract", dated 2/27/06).

68. No impact glass or window protection is included.

69. The following plumbing qualifications are included:

Kitchen - Sterling VCL 33x22 undermount kitchen sink w/ Moen # 7560 SL kitchen faucet and 1/2 HP disposal

Downstairs Bathroom - Sterling # 402214 elongated toilet, elongated wooden seat, Sterling undermount # 442040 17x13 lavatory, Moen # 4551 lavatory faucet, Hamilton GE 60x32 tub/shower, w/ Moen # T-2449 chrome tub shower valve and Moen # 64320 RI body

Master bath - Sterling # 4022 elongated toilet w/ elongated wood seat, Sterling undermount # 442040 17x13 lavatory (2) w/ Moen # 4551 faucets (2), Proflow # PFW7242 whirlpool soaker w/ Moen # T-951 chrome deck mount faucet w/ Moen # 64999 RI body, Florestone 42x42 shower base w/ Moen # T-2444 Chrome shower valve w/ Moen # 64320 RI body

Upstairs bath - Sterling # 402214 elongated toilet w/ wood seat, Sterling undermount # 442040 17x13 sink w/ Moen # 4551 lavatory faucet, Hamilton GE 60x32 tub/ shower w/ Moen # T-2449 chrome tub / shower valve, Moen # 64320 RI body

Water Heater - State # ES6 80DORT 80 gallon electric w/ metal pan, drain line and expansion tank

Accessories - Two hose bibs, one washing machine drain, one ice-maker connection and one dishwasher connection per unit. Pipe insulation is included on cold water supply lines running in exterior walls and from the ground to the first floor only.

Water & Waste Piping - Water piping is Pex pipe with Pex fittings, waste piping and fittings is PVC

70. The following HVAC qualifications or materials are included:

Equipment is by Heil- 13 Seer - R22

1.5 ton split heat pump # N2H318KA

Air handler # FSM2X18

Heater 5 kw # EHK05AKN

line sets

2 ton split heat pump # N2H324AKA

Air handler # FSM2x24

Thermostat

Exhaust fans- Penn-Barry model # ZT

Galvanized round trunk line with flex branch lines

Pipe insulation is R6 and is installed only where shown

Flex insulation is R6

Venting of range, dryer and bath fans

Installation of bath fans

Air balancing takeoffs in each run

Supply and return registers are by Hart & Cooley

Ductwork will be balanced prior to drywall installation

Range venting requirements to be provided prior to installation of ductwork

7 of 8

TD LTB

Allowance Recap

|                                                      |                        |
|------------------------------------------------------|------------------------|
| Site utilities/ pump station                         | \$421,000.00/project   |
| Landscape                                            | \$100,000.00/project   |
| Pump Station fence                                   | \$ 5,640.00/project    |
| Security gate                                        | \$ 25,000.00/project   |
| Additional water line, including jack & bore         | \$ 50,000.00/project   |
| Counter tops \$4000.00 / unit                        | \$176,000.00 / project |
| Door hardware                                        | \$ 34,117.00 / project |
| Front door / unit \$700.00                           | \$ 30,800.00 / project |
| Flooring / unit \$7000.00                            | \$308,000.00 / project |
| Includes masterbath shower surround                  |                        |
| Appliances \$2000.00 / unit                          | \$88,000.00 / project  |
| Lighting \$2000.00 / unit                            | \$88,000.00 / project  |
| Elevator drain with pipe and stone - \$100.00 / unit | \$ 4,400.00 / project  |
| This drains immediately outside into a drywell       |                        |
| HVAC                                                 | \$317,714.00/project   |

8 of 8

TD UTS

March 20, 2006

**SCHEDULE A  
TO  
PALMETTO POINTE QUALIFICATIONS (3-20-06)**

**POTENTIALLY TIME AND PRICE-IMPACTED MATERIALS**

*Potentially Time and Price-Impacted Materials should be identified and described with specificity.*

|    |                                                          |              |
|----|----------------------------------------------------------|--------------|
| 1. | Andersen windows & exterior doors (sliders/french doors) | \$542,197.00 |
| 2. | Interior doors                                           | \$ 77,942.00 |
| 3. | Exterior fiberglass doors                                | \$141,947.00 |
| 4. | Stair & deck handrails                                   | \$295,000.00 |

The above prices are lump sum for the entire project

LM (14) 403

ATTACHMENT "C"

**Addendum to AIA Document A201-1997 General Conditions**

2.4.1 Delete entire subparagraph and substitute: "If Contractor defaults or neglects to carry out Work in accordance with Contract Documents or fails to fulfill requirements of Contract, then Owner may, after ten (10) days written notice to Contractor and without prejudice to any other remedy that Owner may have, make good such deficiencies. In such case, appropriate modification will be issued deducting from payments then or thereafter due Contractor the cost of correcting such deficiencies, including costs of Architect's additional services made necessary by such default, neglect, or failure. Architect will approve both such action and the amount charged to Contractor. If payments then or thereafter due Contractor are insufficient to cover such amount, Contractor shall pay difference to Owner."

3.2.3 Delete the last sentence and substitute: "Contractor shall not be liable to Owner or Architect for damage resulting from error, inconsistency, or omission in Contract Documents, unless Contractor discovered, or in the exercise of reasonable diligence should have discovered such error, inconsistency, or omission and failed to report it to Architect. If contractor performs construction activity when Contractor knows, or should know in exercise of reasonable diligence that the activity involves error, inconsistency, or omission in Contract Documents, Contractor shall assume responsibility for such performance and shall bear the attributable costs for correction. Other than the above, the Contractor makes no other warranty or guarantee as to the constructability or design of the drawings."

3.3.1 In fourth sentence, after "...timely written notice", insert "and a proposal of corrective changes", before continuing with "to the Owner..."; and, delete the last sentence.

3.4.1 If the Contractor fails to achieve Substantial Completion of the Work within the Time for Completion allowed in the Agreement, the Owner shall be entitled to retain or recover from the Contractor and its Surety, liquidated damages and not as a penalty, the following per diem amounts commencing upon the first day following expiration of the specified or adjusted time of performance and continuing until the actual Date of Substantial Completion. Such liquidated damages are hereby agreed to be a reasonable estimate of damages the Owner will incur as a result of delayed completion of the Work: \$100 per day per building.

3.4.2 Delete this subparagraph in its entirety, and substitute the following: Specified materials, equipment, and systems are essential elements of the Contract. If Contractor desires to use another material, equipment, or system in lieu thereof, Contractor shall request approval in writing and shall submit samples and data as required for Architect's consideration. Architect and Owner will be final judge of acceptability of substitution. No substitution shall be made without authority in writing from Architect. Not later than twenty-one (21) days after award of contract, Contractor shall provide a list showing

*MC*

names of manufacturers proposed for each specified product, and applicable name of installer, whether Contractor or subcontractor. Architect will within fourteen (14) days reply in writing to Contractor stating whether Owner or Architect, after due investigation, has reasonable objection to any such manufacturer or installer. If adequate data on proposed manufacturer or installer is not available, Architect may state that action will be deferred until Contractor provides further data. Contractor shall not make use of a manufacturer, or installer to which Owner or Architect has reasonably objected. Contractor shall receive appropriate adjustment in Contract Sum, Contract Time, or both for making such change unless objection was based on failure of manufacturer or installer to meet requirements of Contract Documents, in which case neither Contract Sum nor Contract Time shall be adjusted. Failure to object to a manufacturer shall not constitute waiver of requirements of Contract Documents. Products furnished by listed manufacturers must conform to such requirements.

3.4.2.1 If Final Completion of the Work is not achieved on or before the thirtieth (30th) calendar day after Substantial Completion, and if Owner has not granted any extension of time, the Contractor shall owe to Owner, not as a penalty but as liquidated damages, the sum stated below liquidated damages for each and every partial or total calendar day of delay in Final Completion.

LISTED IN SCHEDULE "A" OF PALM BEACH POINT QUALIFICATIONS (VA) LTM  
3.4.2.2 For Materials that Owner is expected to purchase prior to or during the commencement of construction (~~"Owner Purchased Construction Materials"~~) (VA) LTM  
(VA) LTM ~~drywall, lumber, stair deck and hand rails, etc.~~, Contractor shall a) provide pricing documentation to Owner's complete satisfaction, b) provide at least two (2) price quotes, and throughout the Project, and c) provide monthly notices to Owner indicating the present cost for Owner Purchased Construction Materials. An adjustment in the pricing for a Owner Purchased Construction Materials shall not include any amount for overhead and profit and shall not be duplicated in any contingency amounts established under the terms of the Agreement.

3.4.3 Owner may deduct liquidated damages described in Subparagraphs 3.4.1 and 3.4.2 from any unpaid amounts then or thereafter due the Contractor under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due the Contractor shall be payable to the Owner by the Contractor or its Surety at the demand of Owner.

3.5 The Contractor shall be entitled to a bonus in the amount of \$50.00 per building if the Contractor achieves Substantial Completion of an individual building within the final adjusted Time for Completion (the "Bonus"); provided, however, that the Bonus shall not be payable until the time of final payment. If the Contractor has earned a Bonus with respect to the Work, the Owner shall have the right, at the Owner's election, to deduct from the Bonus any amounts due from the Contractor to the Owner. The Contractor shall include a provision in each of its subcontracts in excess of Five Hundred Thousand dollars (\$500,000.00) ("Major Subcontracts") that requires the Contractor to pay such Major Subcontractor a share of any Bonus that bears the same ratio to the Bonus as the amount of the Major Subcontract bears to the Contract Sum. In no event shall the

Contractor be awarded any portion of the Bonus if the entire Work is not Substantially Complete on or before expiration of the Contract Time for Completion.

3.9.1. In first sentence, after "The Contractor shall employ, insert "and designate". At the end of the first sentence, after "... of the Work", insert "through final inspection" before ending the sentence, then after first sentence, insert "Contractor shall not change such designation without consent of Owner; and, Owner's consent shall not be unreasonably withheld."

3.1.0.4 Scheduling Consultant. Owner may provide the services of a Construction Scheduler or a Construction Scheduling Consultant. If provided, such services will be set forth in the specification of Progress Schedules. If provided, the purpose of such services is to assist in producing a progress schedule for the Work; however, no express or implied guarantee or warranty is provided by the Owner regarding the suitability of the derived schedules, and the Contractor retains full responsibility for the suitability of the schedules and for conforming to them. Contractor shall fully cooperate in developing a schedule, and shall require the necessary forces assisting the Contractor to likewise cooperate fully. Owner shall not allow the work of Construction Scheduler or Construction Scheduling Consultant to become a critical path item on the schedule.

3.12.6 After "...will do so", insert "prior to providing that which is the subject of the submittal".

3.16.1 Insert at the end of the first sentence", so that each may perform functions and exercise rights under the Contract Documents." before the period.

4.2.7 Delete first sentence and substitute "The Architect will review and take appropriate action within seven (7) days upon the Contractor's submittals such as Shop Drawings, Product Data, and Samples, checking for compliance with the requirements and conformance with the intent of the Contract Documents."

4.3.2 In the first sentence, after "Claims by either party", insert ", except claims of Liquidated Damages,"; after first sentence, add "If the impact of the condition giving rise to the Claim cannot be fully evaluated, a preliminary notice of a pending claim shall be made within the stated time limit subject to further action in a timely manner."

4.3.4 In first numbered clause of first sentence, after "...the Contract Documents" insert "taking into account that unless otherwise stipulated in Contract Documents, excavations and other subsurface construction activity shown on the Drawings shall be considered Owner's responsibility unless (i) Contractor has been provided the Soil Report prior to commencement of construction (or an updated Soil Report during construction) or (ii) Contractor discovers subsurface or otherwise concealed conditions which differ materially from those ordinarily found to exist on the site and fails to notify Owner. It is understood that the Soil Report has been reviewed and taken into account by the Architect and Engineers prior to the production of drawings.



4.3.5 In first sentence, after "...written notice as ", delete remainder of sentence beginning with "provided herein shall..." and substitute "required by the Contract Documents shall be given to the Owner by the Contractor, and written notice received by the Contractor from Owner acknowledging the claim and authorizing construction activity to proceed, before the Contractor shall proceed to execute the construction activity giving rise to the claim; thence, the claim shall be addressed under provisions of paragraph 4.4." At end of subparagraph, add "Documentation of claims shall conform to the requirements of Article 7."

4.3.7.1 Delete the entire clause and substitute "To make claim for an increase in Contract Time, Contractor shall give written notice as provided herein, and include an estimate of cost, which shall be limited to that allowed by 8.3.3, and an explanation of the cause and probable effect on progress of Work. In the case of a continuing delay, only one claim is necessary, and Contractor shall subsequently detail the full scope of the delay."

Add the following language to the end of this subparagraph, "The weather must be abnormal for the time of year and the region in which the construction is being completed. Construction Manager must document in writing to the Owner and Architect that the weather conditions were not foreseeable and impacted the schedule adversely."

4.3.9 At the end of this subparagraph, after "...be equitably adjusted", insert "subject to limitations and requirements contained in the Contract Documents".

4.3.10 Delete this subparagraph in its entirety and substitute.

#### Claims for Consequential Damages.

The Contractor waives claims against the Owner for consequential damages arising out of or relating to this Contract due to either party's termination in accordance with Article 14. Consequential Damages shall be limited to any damages for losses of financing, business, and reputation, loss of use, and for loss of profit.

5.2.1 In first sentence, delete "as soon as practicable" and insert "within 21 days"; and, delete last sentence from this subparagraph and substitute: "No construction activity shall be commenced by a person or entity in question until all objections have been resolved. If required, Contractor shall furnish evidence satisfactory to Architect, showing each proposed subcontractor is competent to execute work covered by the subcontract. Subcontractors identified as a part of Contractor's bid for this project shall be used in the capacity listed, unless otherwise approved by the Owner, in accordance with State Building Commission policy."

6.2.3 Delete second sentence and substitute "The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of improperly timed construction activities, damage to the Work, or defective construction of a separate contractor."

7.2.1.2 After "Contract Sum", insert ", and that the price includes overhead and profit, and represents all direct and indirect costs associated with the change".

7.2.2 Delete entire subparagraph, and substitute "Unless otherwise agreed in writing by Owner and Contractor, the method of determining adjustments in Contract Sum shall be by one or more of the methods set forth in 7.3.3, and shall be based on reasonable expenditures and savings as set forth in subparagraph 7.3.6."

Add new 7.2.3 CHANGE ORDER FEE SCHEDULE. Change Orders shall be as follows:

|                                     |      |
|-------------------------------------|------|
| \$15,000.00 and under:              | 10%  |
| Between \$15,000.00 and \$50,000.00 | 8%   |
| Above \$50,000.00                   | 6.5% |

The allowance for overhead and profit, included in the total cost to Owner, shall be limited to the Cost to which overhead and profit is to be applied and determined in accordance with Subparagraph 7.3.6. To facilitate checking for increases or decreases in the Contract Sum, proposals shall be accompanied by Contractor's complete itemization of costs of work including labor, materials and equipment, plus allowance for overhead and profit.

7.3.10.4 To facilitate checking for increases or decreases in the Contract Sum, proposals shall be accompanied by Contractor's complete itemization of costs of work including labor, materials and equipment, plus allowance for overhead and profit.

7.3.6 In first sentence, delete "a reasonable allowance for overhead and profit", and substitute "an allowance for overhead and profit in accordance with subparagraph 7.3.10"; and, after the second sentence, which ends with "...appropriate supporting data.", delete the rest of the subparagraph, including the five subordinate clauses, and substitute clauses 7.3.6.1 through 7.3.6.4 as follow:

7.3.6.1 Costs for the purpose of this subparagraph 7.3.6 shall be limited to the following:

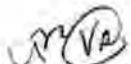
7.3.6.1.1 Payroll Expense of labor;

7.3.6.1.2 costs of materials, supplies, and equipment, including cost of transportation thereof, whether incorporated or consumed;

7.3.6.1.3 rental costs of machinery and equipment rented from others, and not more than eighty percent (80%) of the Associated Equipment Distributors Nationally Averaged Rental Rates for Construction Equipment for machinery and equipment belonging to Contractor;

7.3.6.1.4 costs of premiums for bonds and insurance to the extent required by Contract Documents, permit fees, and sales, use, or other similar taxes related to the Work;

7.3.6.1.5 additional Direct Payroll Expense of superintendence directly attributable to authorized overtime; and,





7.3.6.1.6 reasonable Direct Payroll Expense of project manager and clerical work directly attributable to estimating and coordinating the change.

7.3.6.2 The following items are "Class 1 Time-Related Expenses", and shall be considered as costs when Contract Time is extended due to additional work or due to a Class 1 cause defined in 8.3, and solely to the extent directly attributable to extension of time. In all other instances, the following items shall be considered fixed costs already included in the general requirements of the Work for the duration of the Contract Time:

7.3.6.2.1 field offices, sheds, phones, sanitary facilities, on-site utilities, drinking fountains, cleaning, safety programs, and other construction facilities and temporary controls not specifically required for additional work;

7.3.6.2.2 costs of superintendence; additional pick-up truck(s) costs at a charge of \$450.00 per month; pick-up truck costs for additional delays due to no fault of Contractor; fuel costs for pick-up truck(s) and generator(s); and costs of cell phone(s) used on the project.

7.3.6.3 Specifically excluded from costs and included in overhead are: Corporate, home office, and branch office overhead, rent, mortgage, off-site utilities, project management, and personnel not otherwise mentioned; capital expenses and interest on capital; and hand tools.

7.3.8 Beginning in the first sentence, after "...to the Owner," delete the rest of the subparagraph and substitute "eligible amounts included in the Contract Sum by the Construction Change Directive for such changes shall be included in the Schedule of Values".

8.2.2 Delete last sentence.

8.3.1 The basis exists for an extension of time if Contractor is delayed in performing Work, but solely to the extent that delays are unforeseeable, unavoidable, and beyond the control and without fault or negligence, in whole or in part, of Contractor, subcontractors, sub-subcontractors, and suppliers at every tier, and said delays directly impact the Contractor's ability to achieve Substantial Completion in accordance with the Contract Time requirements, and said delays cannot be made up by reasonable efforts otherwise, and said delays stem from the following causes: an act or failure to act on the part of Owner or Architect or an employee of either, or of a separate contractor employed by Owner, abnormal weather, acts of God, riots, civil commotion, acts of War, fire, unavoidable casualties, epidemics, quarantine restrictions, labor disputes, unusual delay in transportation, freight embargoes, or insolvency of subcontractors, sub-subcontractors, or suppliers.

8.3.2 If the basis exists for an extension of time under subparagraph 8.3.1, Owner may accept the reasonable and appropriate time extension as determined by Architect to cover

such delay. If the delay is unforeseeable, unavoidable, and beyond the control and without fault or negligence, in whole or in part, of Contractor, subcontractors, sub-subcontractors, and suppliers at every tier, and said delays directly impact the Contractor's ability to achieve Substantial Completion in accordance with the Contract Time requirements, Contractor, after fifteen (15) consecutive days have lapsed from the beginning of the delay, shall be reimbursed for the reasonable costs of Contractor personnel stationed at the Project per Owner's written request. There will be no other corresponding adjustment in Contract Sum, and the sole recourse of Contractor will be entitlement to time extension as provided by Architect regardless of actual source or cause of delay

8.3.3 Unless, Owner expressly requests Contractor to provide personnel on-site, neither Owner nor Architect will be obligated or liable to Contractor for, and Contractor hereby expressly waives claims against Owner and Architect on account of damages, costs, expenses, or related impacts which Contractor, subcontractors, sub-subcontractors, suppliers, or other persons may incur as a result of a Class 2 cause enumerated in 8.3.1. Contractor's sole and exclusive remedy and full compensation in such event shall be extension of Contract Time in accordance with provisions of the Contract Documents. Contractor likewise waives claims of damages, costs, or expenses due to a delay resulting from a Class 1 cause except and solely to the extent of costs allowed under 7.3.6.

8.3.4 Claims relating to time shall be made in accordance with applicable provisions of Paragraph 4.3 or shall receive no consideration. If monthly Weather Delay Reports are required by the specifications, then claims for time extension based upon weather delays will be denied if a submitted report does not corroborate the claim or if no report was submitted when it was required, and Contractor waives the right to such claims.

8.3.5 If Owner is unable at any time to perform any of its obligations whether wholly or partially by reason of any cause beyond its control, including but not limited to acts of God, inclement weather, strikes, lockouts, fires riots, civil commotion, unrest or legal challenges, interference by governmental, civil, financial or military authorities, or act of war, Owner may give written notice to that effect to Contractor, giving full particulars of such force majeure in which case the obligations of the Owner under these Terms shall, to the extent that they are affected by the force majeure, be suspended during the term of the force majeure event. The Owner shall not be liable for any loss or damage suffered by Contractor as a result of any delays caused by such force majeure events. ④ LTB

~~FOR COSTS - TO - DATE, INCLUDING PROFITS OVERHEAD & CONTRACTS. A GROSS TO HOLD OWNER IT AGREES TO ANY DAMAGES RELATED TO THESE EVENTS.~~ RE LTB

9.3.1 At the beginning of the subparagraph, delete "At least ten days before", and substitute "Prior to" before continuing with "the date established". In second sentence, after "...shall be notarized", delete ", if required," before continuing with "and supported by..."

9.3.1.1 After "...Construction Change Directives", delete ", or by interim determinations of the Architect," before continuing with "but not yet..."

9.3.1.2 In first sentence, after "Such applications", delete "may" and substitute "shall" before continuing with "not include requests..."

9.3.2 At the end of the subparagraph, after "...storage and transportation", delete the rest of the last sentence and substitute "to the extent those costs have been included in the Contract Sum and actually incurred. Additional costs, which may be attendant to off-site storage, are the responsibility of the Contractor, and cannot be claimed by Contractor against Owner."

9.5.1.7 At beginning, delete "persistent".

9.6.1.1 Payment is due not later than thirty (30) days after an undisputed Certificate of Payment for an individual building has been received by Owner. Owner will endeavor to make payment within twenty-one (21) days, but shall not be obligated to do so. 10% retainage on each Certificate for Payment shall be withheld until Final Completion is achieved for the individual building. Retainage shall be paid to the Contractor by the Owner on a building by building basis and upon presentation of a completed Waiver and Release of All Liens (Lien Waivers shall be contingent upon Final Payment and vice versa) accompanied by a signed contractor and subcontractor affidavit statement, and all guarantees and certificates of inspection called for have been completed to Owner's full satisfaction. Such approval shall not be unreasonably withheld.

9.7.1 Delete entire paragraph.

9.8.1 Add to this subparagraph: "In order to occupy or utilize a particular building for its intended use, Owner must have received complete Product Data, Operating & Maintenance Data, orientation, and training, as may be required by specifications, and use and occupancy permits. It is understood that site-work requirements in the Agreement will not affect this Paragraph."

9.8.3 After the first sentence and before the second sentence, insert "Not later than at the time of this inspection, the Contractor will submit its application for payment commensurate with Substantial Completion."

9.8.5 After the first sentence, delete the rest of the subparagraph and substitute "Upon such acceptance and submission by Contractor and certification by Architect of an application for payment and, if Owner elects for the purchase of a bond, with consent of surety, if any, the Owner shall make appropriate reduction in retainage applying to such Work or designated portion of it. Such payment shall be in accordance with clause 9.6.1.2."

9.10.4.1 Delete the opening sentence up to the colon (:) and substitute "The making of final payment shall not constitute a waiver of claims by the Owner for the following".

9.10.4.2 At the beginning of the clause, delete "liens,".

9.10.4.3 After "...the Contract Documents" insert "irrespective of when such failure is discovered".

9.10.5 Delete the subparagraph and substitute "Acceptance of final payment shall constitute a waiver of claims except those previously made in writing and identified as unsettled at the time of final Application for Payment."

9.10.6 Final Payment constituting the entire unpaid balance of Contract Sum, shall be paid by Owner to Contractor when Work has been completed, the Contract fully performed, and a final Certificate for Payment issued by Architect.

9.12 Liquidated Damages. Time being of the essence, Contractor further agrees to accept conditions for liquidated damages in the amount set forth in Contract Documents for each calendar day in excess of allotted time for Substantial Completion, or approved extension thereof, parties agreeing that the amount of damages resulting from delay would be uncertain and difficult to prove, and further agreeing that such liquidated damages set forth in the Owner-Contractor Agreement are a reasonable estimate of those damages which could result from delay.

10.3.3 Delete entire subparagraph.

10.5 Delete entire subparagraph.

11.1.2 Add to subparagraph as follows: Specific lines of coverage and limits of liability provided by Contractor shall be written in a comprehensive form, satisfactory to Owner in the following minimum requirements: Comprehensive General Liability including: Premises/Operations, Underground, explosion, collapse, Products/ Completed Operations, Contractual, Independent Contractual, Independent Contractors, Owner/Contractor Protective, Broad Protective, Broad Form Property Damage, Personal injury (Employment Exclusion deleted). Combined single limits for bodily injury and property damage: Each Occurrence: \$1,000,000, Aggregate: \$2,000,000. Products and Completed Operations to be maintained for one year after final payment. Comprehensive Automobile Liability: Including owned, hired, and non-owned vehicles; or, if there are no owned vehicles, Contractor may provide written certification of such and provide coverage limited to hired and non-owned vehicles. Bodily injury and property damage combined single limits: Each Occurrence: \$500,000. Workers Compensation and Employer's Liability, (without restriction as to whether covered by Workmen's Compensation law).

11.1.3 Delete second sentence and insert: Certificate(s) of insurance provided to attest to coverage shall specifically cite each element of coverage and not less than limits set forth in subparagraph 11.1.2, as confirmation of complete coverage, and shall identify Contractor, Producer, insurance Carrier, Project, and certificate holder, and state Producer's notice requirements as set forth in 11.1.4. The term "Commercial General Liability" shall mean all of the coverage listed in 11.1.2.1.a unless specifically noted otherwise in the certificate.

11.1.4 Contractor shall notify Owner in writing of changes in coverage or carrier not later than 10 days after notification of Contractor by Producer, or 10 days before Contractor makes a change, whichever occurs first. Contractor shall require that if policies are cancelled or modified before expiration date thereof, Producer shall endeavor to mail 10 days prior written notice to certificate holder named therein.

11.4.7 Delete entire subparagraph.

11.4.9 Delete all except the last sentence and change "such" to "an insured".

11.4.10 After "...loss with insurers" in the first sentence delete the rest of the subparagraph.

11.5.1 Delete entire subparagraph and substitute as follows: Contractor, at Owner's election, shall provide a maximum \$4,000,000.00 Performance Bond for Phase III, covering faithful performance of contract and payment of obligations arising thereunder.

12.1.2 In the third sentence, after "...the Contract Documents," delete "correction" and substitute "uncovering, correction, and recovering" before continuing with "shall be at...".

12.2.2.1 Delete the last sentence of this clause, and substitute: "If Three Year Roof Bond has been provided, then with regard only to the roofing system, its installation, and materials, the one year time period hereunder is extended for two (2) additional years for a total period of three (3) years. Until such time as the three (3) years hereunder have expired, Contractor's obligations hereunder shall be joint and several with Company as defined and set forth in the Roofing System Warranty. For the purpose of Subparagraph 12.2.2, all of Company's actions, whether of omission or commission, pursuant to the Roofing System Warranty are likewise actions of Contractor hereunder and shall in no way negate or reduce the responsibilities of Contractor hereunder."

13.6.1 After "...date payment is" delete the rest of the subparagraph and substitute "past due as stated in subparagraph 9.6.1

Add new 13.8 PROJECT RECORDS

13.8.1 The Construction Manager's Books and Records relating to the Project shall be maintained on a current up-to-date basis. The Construction Manager shall preserve all Books and Records (including work papers) for a period of five (5) years or for such longer period as may be required by law after the Final Payment. After such five (5) year period, if the Construction Manager intends to destroy any of the Books and Records, the Construction Manager shall deliver the same to Owner unless Owner otherwise directs Construction Manager within a thirty (30) day period. The Owner and Owner's auditor(s) shall be entitled to audit and copy any books and records at any time during or after performance of this Agreement.





14.1.1.1 Delete entire subparagraph.

14.2.1.2 At beginning of clause, delete "persistently or repeatedly refuses or", and substitute "refuses or repeatedly", before continuing with "fails to supply...".

14.2.1.3 At beginning of clause, delete "persistently disregards", and substitute "disregards or repeatedly fails to comply with", before continuing with "laws, ordinances, or...".

14.4.2.2 After "...of the Work" insert "including materials for which Owner has paid and which are stored off-site" before concluding with "; and,".

14.4.3 After "...receive payment for" delete the rest of the subparagraph and substitute "the completed portion of Work plus a fraction of five percent (5%) of the remaining balance of the Contract Sum, which fraction shall be equal to the value of the Work completed divided by the Contract Sum."

LM SA



Palmetto Point  
Additions to the Contract  
March 3, 2006

1. ~~Change 3" crown to 5" crown mold for the entire project. This molding goes in the living room, dining room, & kitchen~~

|                         |                                |
|-------------------------|--------------------------------|
| 5" Crown molding        | \$28,866.00                    |
| Delete 3" Crown molding | <del>&lt;\$13,376.00&gt;</del> |
| Subtotal                | \$15,490.00                    |
| Bond                    | \$ 155.00                      |
| Subtotal                | \$15,645.00                    |
| Fee                     | \$ 1,017.00                    |
| Total                   | <del>\$16,662.00</del>         |
2. Add PT 1x8 risers to exterior garage stairs
 

|          |             |
|----------|-------------|
|          | \$ 7,480.00 |
| Bond     | \$ 75.00    |
| Subtotal | \$ 7,555.00 |
| Fee      | \$ 491.00   |
| Total    | \$ 8,046.00 |
3. Add stair supports to the exterior stairs including 2- PT 6x6 with 2- 2x8 as a header, including concrete footings
 

|          |             |
|----------|-------------|
|          | \$12,478.00 |
| Bond     | \$ 125.00   |
| Subtotal | \$12,603.00 |
| Fee      | \$ 819.00   |
| Total    | \$13,422.00 |
4. Change the Pt 8x8 post on the upper porches to PT 6x6- this must be approved by the engineer
 

|  |                               |
|--|-------------------------------|
|  | <del>&lt;\$3,872.00&gt;</del> |
|--|-------------------------------|
5. ~~Delete the 3" crown molding in the first floor bedroom, master bedroom and master closet~~

|                                           |                                |
|-------------------------------------------|--------------------------------|
| Delete crown mold, installation and paint | <del>&lt;\$16,720.00&gt;</del> |
|-------------------------------------------|--------------------------------|
6. Change shower base in master bathroom to Hamilton 48"x36" fiberglass stall shower
 

|                      |            |
|----------------------|------------|
| Add for shower stall | \$6,701.00 |
| Bond                 | \$ 67.00   |
| Subtotal             | \$6,768.00 |
| Fee                  | \$ 440.00  |
| Total                | \$7,208.00 |

March 3, 2006



## Palmetto Point Options

|    |                                                     |                      |
|----|-----------------------------------------------------|----------------------|
| 1. | Fire place                                          |                      |
|    | Fireplace *                                         | \$ 790.00            |
|    | Framing                                             | \$ 350.00            |
|    | Marble surround & mantle                            | \$ 413.00            |
|    | Subtotal                                            | \$1,553.00           |
|    | Bond                                                | \$ 16.00             |
|    | Subtotal                                            | \$1,569.00           |
|    | Fee                                                 | \$ 102.00            |
|    | Total                                               | \$1,671.00 per unit  |
|    | <del>Add 2 days to contract time</del> <i>LB VA</i> |                      |
|    | * Gas line and propane tank by the owner            |                      |
| 2. | Elevator                                            |                      |
|    | Elevator                                            | \$14,500.00          |
|    | Electrical & phone included in base price-          | \$ -0-               |
|    | connection by elevator sub                          | \$ -0-               |
|    | Framing                                             | \$ 375.00            |
|    | Floor allowance                                     | \$ 150.00            |
|    | Subtotal                                            | \$15,025.00          |
|    | Bond                                                | \$ 150.00            |
|    | Subtotal                                            | \$15,175.00          |
|    | Fee                                                 | \$ 936.00            |
|    | Total                                               | \$16,111.00 per unit |
|    | <del>Add 2 days to contract time</del> <i>LB VA</i> |                      |
| 3. | Generator                                           |                      |
|    | Generator & transfer switch, connections *          | \$4,558.00           |
|    | Generator deck- see note                            | \$ 550.00            |
|    | Wood PT Railing **                                  | \$ 125.00            |
|    | Subtotal                                            | \$5,233.00           |
|    | Bond                                                | \$ 53.00             |
|    | Subtotal                                            | \$5,286.00           |
|    | Fee                                                 | \$ 344.00            |
|    | Total                                               | \$5,630.00 per unit  |

\* Gas line &amp; propane tank by the owner

\*\* 2x2 PT pickets

~~Add 2 days to contract time~~ *LB VP*



3. Screened in rear porch off living room only

|                             |                     |
|-----------------------------|---------------------|
| Screens                     | \$1400.00           |
| Additional framing required | \$ 125.00           |
| Subtotal                    | \$1,525.00          |
| Bond                        | \$ 15.00            |
| Subtotal                    | \$1,540.00          |
| Fee                         | \$ 100.00           |
| Total                       | \$1,640.00 per unit |

*LTS*  
to be determined

~~Add 2 days to contract time~~ *LTS*

4. ~~5 1/2" Crown molding in bed rooms & halls on second floor~~

|                                             |                                |
|---------------------------------------------|--------------------------------|
| <del>Crown mold material approx. 190'</del> | <del>\$ 313.00</del>           |
| <del>Installation</del>                     | <del>\$ 550.00</del>           |
| <del>Paint</del>                            | <del>\$ 300.00</del>           |
| <del>Subtotal</del>                         | <del>\$1,193.00</del>          |
| <del>Bond</del>                             | <del>\$ 12.00</del>            |
| <del>Subtotal</del>                         | <del>\$1,205.00</del>          |
| <del>Fee</del>                              | <del>\$ 79.00</del>            |
| <del>Total</del>                            | <del>\$1,284.00 per unit</del> |

~~Add 2 days to contract time~~ *LTS*

5. Surround sound prewire allowance, includes wire for 6 locations fed back to a central location

Prewire is by allowance of wire and labor \$300.00 per unit

~~Add 1 day to contract time~~ *LTS*

6. Change yellow pine treads to Oak treads, Oak nosing and oak Hand rail, painted risers and painted skirt board

|                                         |                     |
|-----------------------------------------|---------------------|
| Oak treads, oak nosing, & oak hand rail | \$1,249.00          |
| Pine treads, hand rail                  | <\$ 193.00>         |
| Subtotal                                | \$1,056.00          |
| Stain / paint                           | \$ 250.00           |
| Installation                            | \$ 250.00           |
| Subtotal                                | \$1,556.00          |
| Bond                                    | \$ 16.00            |
| Subtotal                                | \$1,572.00          |
| Fee                                     | \$ 102.00           |
| Total                                   | \$1,674.00 per unit |

~~Add 2 days to contract time~~ *LTS*

7. Add fire sprinkler system to all units-

Pending

~~Add 1 day to contract time~~ *LTS*

8. Add hardwood floors in the first floor bedroom

TBD

~~Add 1 day to contract time~~ *LTS*

A wood floor has to be selected prior to pricing

|     |                                                  |                   |
|-----|--------------------------------------------------|-------------------|
| 9.  | Add hardwood floor upstairs hall and bedrooms    | TBD               |
|     | <del>Add 3 day to contract time</del> LTB        |                   |
|     | A wood floor has to be selected prior to pricing |                   |
| 10. | Add 5 1/2" Crown molding in first floor bedroom  |                   |
|     | Crown mold                                       | \$112.00          |
|     | Installation                                     | \$175.00          |
|     | Paint                                            | <u>\$250.00</u>   |
|     | Subtotal                                         | \$537.00          |
|     | Bond                                             | <u>\$ 6.00</u>    |
|     | Subtotal                                         | \$543.00          |
|     | Fee                                              | <u>\$ 36.00</u>   |
|     | Total                                            | \$579.00 per unit |
|     | <del>Add 1 day to contract time</del> LTB (VA)   |                   |

NOTE:

No bond fee will be incurred if the options are in phase one or two.

LTB (VA)

## TABLE OF CONTENTS – PALMETTO POINTE VILLAS

| Division                                            | Section Title                                                                         | Pages |
|-----------------------------------------------------|---------------------------------------------------------------------------------------|-------|
| <b>BIDDING REQUIREMENTS AND CONTRACT FORMS</b>      |                                                                                       |       |
| 00020                                               | Invitation To Bid                                                                     | 1     |
| 00100                                               | Instructions To Bidders                                                               | 1     |
| 00120                                               | Supplementary Instructions To Bidders                                                 | 3     |
| 00310                                               | Bid Form                                                                              | 3     |
| 00510                                               | Agreement Form                                                                        | 1     |
| 00625                                               | Performance Bond And Payment Bond                                                     | 1     |
| 00700                                               | General Conditions Of The Contract                                                    | 1     |
|                                                     | → Addendum to AIA Document A201-1997 General Conditions (AS MODIFIED HEREIN) (VA) LTR |       |
|                                                     | → NOT PART OF ORIGINAL SPEC                                                           |       |
| <b>DIVISION 1 - GENERAL REQUIREMENTS</b>            |                                                                                       |       |
| 01100                                               | Summary                                                                               | 2     |
| 01210                                               | Allowances                                                                            | 3     |
| 01230                                               | Alternates                                                                            | 3     |
| 01290                                               | Payment Procedures                                                                    | 4     |
| 01310                                               | Project Management And Coordination                                                   | 5     |
| 01320                                               | Construction Progress Documentation                                                   | 8     |
| 01330                                               | Submittal Procedures                                                                  | 9     |
| 01400                                               | Quality Requirements                                                                  | 6     |
| 01500                                               | Temporary Facilities And Controls                                                     | 6     |
| 01600                                               | Product Requirements                                                                  | 5     |
| 01700                                               | Execution Requirements                                                                | 6     |
| 01731                                               | Cutting And Patching                                                                  | 3     |
| 01770                                               | Closeout Procedures                                                                   | 7     |
| <b>DIVISION 2 - SITE CONSTRUCTION</b>               |                                                                                       |       |
| 02361                                               | Termite Control                                                                       | 4     |
| 02459                                               | Timber Piles                                                                          | 6     |
| <b>DIVISION 3 - CONCRETE</b>                        |                                                                                       |       |
| 03301                                               | Cast-in-Place Concrete (Limited Applications)                                         | 5     |
| <b>DIVISION 4 - MASONRY (NOT USED)</b>              |                                                                                       |       |
| <b>DIVISION 5 - METALS</b>                          |                                                                                       |       |
| 05500                                               | Metal Fabrications                                                                    | 6     |
| <b>DIVISION 6 - WOOD AND PLASTICS</b>               |                                                                                       |       |
| 06100                                               | Rough Carpentry                                                                       | 4     |
| 06157                                               | Residential Style Railings                                                            | 5     |
| 06192                                               | Metal Plate-Connected Wood Trusses                                                    | 7     |
| 06401                                               | Exterior Architectural Woodwork                                                       | 5     |
| 06402                                               | Interior Architectural Woodwork                                                       | 6     |
| <b>DIVISION 7 - THERMAL AND MOISTURE PROTECTION</b> |                                                                                       |       |
| 07180                                               | Traffic Coatings                                                                      | 6     |
| 07210                                               | Building Insulation                                                                   | 4     |
| 07261                                               | Weather Resistant Barriers                                                            | 3     |
| 07311                                               | Asphalt Shingles                                                                      | 9     |
| 07460                                               | Siding                                                                                | 4     |
| 07620                                               | Sheet Metal Flashing And Trim                                                         | 6     |
| 07841                                               | Firestop Systems                                                                      | 7     |
| 07920                                               | Joint Sealants                                                                        | 8     |

TABLE OF CONTENTS  
Palmetto Pointe Villas  
Project No. 2003-1105.03

TOC - 1  
11/9/2005  
SGM Architects, Inc.

|                                                    |                                             |
|----------------------------------------------------|---------------------------------------------|
| DIVISION 8 - DOORS AND WINDOWS                     |                                             |
| 08211                                              | Wood Doors ..... 5                          |
| 08250                                              | Entry Door And Frame Assemblies ..... 3     |
| 08361                                              | Sectional Overhead Doors ..... 6            |
| 08550                                              | Wood Windows And Doors ..... 6              |
| 08710                                              | Door Hardware ..... 8                       |
| 08800                                              | Glazing ..... 7                             |
| 08830                                              | Mirrors ..... 4                             |
| DIVISION 9 - FINISHES                              |                                             |
| 09260                                              | Gypsum Board Assemblies ..... 7             |
| 09310                                              | Ceramic Tile ..... 7                        |
| 09640                                              | Wood Flooring ..... 4                       |
| 09680                                              | Carpet ..... 6                              |
| 09910                                              | Painting ..... 8                            |
| DIVISION 10 - SPECIALTIES                          |                                             |
| 10305                                              | Manufactured Fireplaces (Alternate) ..... 2 |
| 10550                                              | Postal Specialties ..... 4                  |
| 10801                                              | Toilet And Bath Accessories ..... 3         |
| 10900                                              | Wardrobe And Closet Specialties ..... 3     |
| DIVISION 11 - EQUIPMENT                            |                                             |
| 11451                                              | Residential Appliances ..... 4              |
| 11453                                              | Disappearing Stairs ..... 2                 |
| DIVISION 12 - FURNISHINGS                          |                                             |
| 12356                                              | Residential Casework ..... 7                |
| DIVISION 13 - SPECIAL CONSTRUCTION (NOT USED)      |                                             |
| DIVISION 14 - CONVEYING SYSTEMS                    |                                             |
| 14240                                              | Hydraulic Elevators (Alternate) ..... 2     |
| DIVISION 15 - MECHANICAL (SEE MECHANICAL DRAWINGS) |                                             |
| DIVISION 16 - ELECTRICAL (SEE ELECTRICAL DRAWINGS) |                                             |
| END OF TABLE OF CONTENTS                           |                                             |

TABLE OF CONTENTS  
Palmetto Pointe Villas  
Project No. 2003-1105.03

TOC - 2  
11/9/2005  
SGM Architects, inc.

**Novus 000741**

COMPLETE BUILDING CORPORATION  
1525 Ashlev River Rd  
Charleston, SC 29407  
(843) 763-2463

LETTER OF TRANSMITTAL

TO: Tri County Roofing, Inc. DATE: April 17, 2006  
780 College Park Road ATTN: \_\_\_\_\_  
Ladson, SC 29456 JOB NO: 0601

RE: Palmetto Point

We are sending you (x) Attached:

- ☐ Shop drawings    ☐ Purchase Order    ☐ Change Order  
☒ (2) Subcontracts    ☒ (1) Payment Request/Waiver of Lien

Copies: 2

Dated: April 17, 2006

Description: Subcontracts for Execution  
Payment Request/Waiver of Lien Form - Make a copy of  
this form to use each time you bill for work completed

These are transmitted as checked below:

- ☒ (x) For approval    ☐ ( ) For your use    ☐ ( ) As requested  
☐ ( ) For review and comment    ☐ ( ) Approved as submitted

REMARKS: Please initial the top of each page and return one (1)  
copy of the subcontract duly executed within five (5) days. All  
payment requests must be on the attached form, duly executed and  
notarized. A signed contract and an original certificate of  
insurance must be on file in our office before company employees  
mobilize on the jobsite and payment can be received. Please initial  
Section 6 to acknowledge that you have read it.

COPY TO 0601-11

SIGNED: Cindi Wilford



R-2183

Complete Building Corp.  
0033



mf

COMPLETE BUILDING CORPORATION  
1525 Ashley River Road  
CHARLESTON, SC 29407

SUB-CONTRACT 0601-11

THIS AGREEMENT, made this Seventeenth day of April, 2006

by and between Tri County Roofing, Inc., 780 College Park Road, Ladson, SC 29456

the Subcontractor and Complete Building Corporation; 1525 Ashley River Rd, Charleston, SC 29407

hereinafter called the Contractor.

WITNESSETH, That the Subcontractor for the consideration hereinafter named agree as follows:

SECTION 1. The Subcontractor agrees to furnish all material and perform all work as described in Section 2 hereof for the construction of Palmetto Point

for Island Point, LLC

hereinafter called the Owner, at P.O. Box 943, Folly Beach, SC 29435

In accordance with the General Conditions of the Contract between the Owner and the Contractor and in accordance with the Drawings and the Specifications prepared by SGM Architects hereinafter called the Archt., all of which General Conditions, Drawings and Specifications signed by the parties thereto or identified by the Archt., form a part of a contract between the Contractor and the Owner dated December 27, 2006, and hereby become a part of this Contract.

SECTION 2. Scope of work-The Subcontractor and the Contractor agree that the materials to be furnished and work to be done by the Subcontractor are

Furnish all permits, material, labor, and equipment necessary to complete all ROOFING, EXTERIOR SIDING AND RELATED work in accordance with the above plans and specifications including but not limited to:

1. Division 6 - Wood and Plastics - scope of work is to specifically include, but not be limited to project specification section 06401 - Exterior Architectural Woodwork, complete as pertains to exterior and standing running trim and exterior ornamental work.
2. Division 7 - Thermal and Moisture Protection - scope of work is to specifically include, but not be limited to project specifications sections; Section 07311 - Asphalt Shingles (complete); Section 07450 - Siding (complete); Section 07620 - Sheet Metal Flashing and Trim (complete as pertains to section 07311 and section 07620); Section 07841 - Firestop Systems (complete as pertains to Section 07311 and Section 07460) and Section 07920 - Joint Sealants (complete as pertains to section 07311 and Section 07460).
3. Includes installation of siding on mock-up wall.
4. The soffit and porch ceilings are vinyl and the fascia is aluminum.
5. The porch columns are not wrapped with Hardi material, only painted.
6. The party wall in the garage is a break away wall. The siding has been changed to treated 1 x 8's installed vertically and no drywall is included on this wall. The breakaway wall is built with treated 2 x 4's as the frame.
7. The smaller, exterior wood brackets are the same design as the large brackets, other than size.
8. Meet, as necessary, with the Owner, Contractor, Architect, Engineers and/or other subcontractors as required to review work in place and/or coordinate the subcontractor's work with other trades.
9. Written safety and hazcom programs (as applicable) MUST be furnished to the Complete Building Corporation office and jobsite superintendent before company employees set foot on the jobsite.
10. Layout of own work and full coordination with other subcontractor's work.
11. Storage, security and protection of own materials and equipment.
12. Protection of other's work, materials and equipment.
13. Furnish all equipment needed for unloading, hoisting and safe handling of own materials.
14. Immediately upon discovery, all non-conforming and/or deficient work to be removed, properly disposed of and replaced at no cost to Complete Building Corporation.
15. Proper and adequate review and submission of submittals, samples, etc. in the required quantity within ten (10) days for review and approval by the Architect.
16. Monitor quality continuously and "punch out" of work as it progresses.
17. Please note in Section 7 - Insurance-The Subcontractor, prior to commencing any work shall furnish the Contractor with 1 copies of Insurance with the following limits: General Liability - \$1,000,000.00 each occurrence and \$2,000,000.00 general aggregate; Certificates for Workmen's Compensation and Contractor's Public Liability, with limits of \$500,000.00 and Contractor's Property Damage Insurance with limits of \$500,000.00. If you have an umbrella under your general liability

coverage that will bring your limit to the requested general liability limits, you do not need to change anything. Products and Completed Operations Insurance to be maintained for one year after final payment. Comprehensive Automobile Liability: including owned, hired, and non-owned vehicles, Contractor may provide written certification of such and provide coverage limited to hired and non-owned vehicles. Bodily injury and property damage combined single limits: each occurrence \$500,000. You MUST have all requested limits to work for Complete Building Corporation. Complete Building Corporation must be listed as an additional insured on all certificates of insurance. All certificates of insurance MUST be job specific.

18. All requests for payment are due no later than the 20th day of the month. Requests for payment MUST be submitted on the enclosed application for payment form.
19. Project name and project number as noted in this subcontract, must appear on all applications for payment
20. Project schedule must be strictly adhered to. If a problem occurs with manpower or material, notify Complete Building Corporation immediately
21. All subcontractors shall at all times wear hardhats and steel toed boots. Any subcontractor or employee not wearing proper gear will be required to stop work until proper gear is available.
22. Provide an on-site interpreter for anyone speaking a foreign language
23. Clean up daily, including sweeping of work area/Place debris in dumpster. Should Complete Building Corporation be required to clean up after workmen, subcontractor(s) will be back charged (pro-rata) at \$95.00 per hour.
24. Project hours and days shall be as dictated by the project superintendent.
25. There will be two (2) punch lists on the project, Complete Building Corporation's and the Owners. All punch list items must be completed within two (2) weeks of the date on each list.

**SECTION 3. Time of Completion**-The scheduled completion of the Contract between the Owner and the Contractor is July 19, 2007. The subcontractor agrees that he shall complete the various phases of his work in ample time to allow other trades that follow in the sequence of normal construction to complete their work before the completion date. If the subcontractor fails to complete his work in such time as to allow the completion of all work within the above date or by such later date as may be permitted by extensions of performance time, the subcontractor agrees to indemnify and reimburse the contractor for all costs, expense and/or damages caused by said delay, either exclusively or concurring with other causes, including, but not limited to, such liquidated damages as the owner shall compel the contractor to pay and attorneys fees.

It is understood and agreed that it is the responsibility of the Subcontractor to keep up with the progress of the job in order that the Contract will be completed on or before the above mentioned date. If the Subcontractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in this contract, the Contractor shall, by written notice to the Subcontractor, terminate his right to proceed with the work or such part of the work as to which there has been delay. In such event the Contractor shall take over the work and prosecute the same to completion, by contract or otherwise, and the Subcontractor shall be liable to the Contractor for any excess cost occasioned by the Contractor thereby.

START DATE: Per Project Schedule

COMPLETION DATE: Per Project Schedule

**SECTION 4. The Contract Sum**-The Contractor shall pay the Subcontractor for the performance of the contract subject to additions and deductions for charges as may be agreed upon, in current funds as follows:

ONE MILLION SEVENTY-FOUR THOUSAND FIVE HUNDRED FIVE AND NO/100 DOLLARS

(\$ 1,074,505.00)

No additions will be valid under this contract without the written authorization of the Contractor.

**SECTION 5. Progress Payments**-The contractor shall make payment on account of the contract for 90 per cent of the value, of labor and material incorporated in the work, and of material suitably stored at the site thereof, as approved by the Owner, less the aggregate of previous payments, upon receipt of payments from the Owner. Request for payment will be submitted on the attached form and signed by an officer of the Company.

**SECTION 6. Final Payment**-The Contractor shall make final payment (retainage) upon final project acceptance by the Architect and Owner, upon receipt of final payment (retainage) from the Owner and completion of all work under this Subcontract including the correction of all deficiencies. Prior to final payment the Subcontractor shall submit evidence satisfactory to the Contractor that all payrolls, material bills, and other indebtedness connected with the work have been paid. Please initial the blank at the end of this sentence indicating that you read and understand the bold print in this section \_\_\_\_\_.

2

SECTION 7. Insurance-The Subcontractor, prior to commencing any work shall furnish the Contractor with 1 copies of Insurance with the following limits: General Liability - \$1,000,000.00 each occurrence and \$2,000,000.00 general aggregate; Certificates for Workmen's Compensation and Contractor's Public Liability, with limits of \$500,000.00 and Contractor's Property Damage Insurance with limits of \$500,000.00. If you have an umbrella under your general liability coverage that will bring your limit to the requested general liability limits, you do not need to change anything. Products and Completed Operations insurance to be maintained for one year after final payment. Comprehensive Automobile Liability: including owned, hired, and non-owned vehicles, Contractor may provide written certification of such and provide coverage limited to hired and non-owned vehicles. Bodily injury and property damage combined single limits: each occurrence \$500,000. You MUST have all requested limits to work for Complete Building Corporation. Complete Building Corporation must be listed as an additional insured on all certificates of insurance. All certificates of insurance MUST be job specific. Each certificate is to be endorsed:

"It is understood and agreed that the above policies will not be allowed to expire, be canceled, or changed without ten (10) days prior written notice by registered mail to:

Complete Building Corporation  
1525 Ashley River Rd  
Charleston, SC 29407

(See Section 20) and any other special conditions required by the Contract documents.

SECTION 8. Taxes and Licenses-It is understood and agreed that the contract price shown includes all applicable permits and taxes now in effect or levied hereafter, and any government regulations or laws relating to this Contract.

SECTION 9. Progress Schedule-The Subcontractor, within five (5) days after award of this Contract, shall prepare and submit an estimated progress schedule. The schedule shall indicate the time required to complete various stages of the work.

SECTION 10. Shop Drawings-All required drawings, diagrams, brochures, samples, etc., to illustrate materials, equipment of workmanship shall be submitted in the required quantity within 10 days for review and approval by the Architect. Six (6) color samples are also required.

SECTION 11. Schedule of Values-Within ten (10) days the Subcontractor shall submit to the Contractor a schedule of values of the various portions of the work, including quantities if required by the Contractor, aggregating the total Contract sum.

SECTION 12. Work Force-The subcontractor shall maintain sufficient skilled mechanics and other personnel on the project during periods of work covered by this Subcontract as required, in order not to delay job progress. The Subcontractor shall also, during these periods have a competent foreman on the job thoroughly familiar with work to represent the Subcontractor and all communications given to the foreman shall be binding as if given to the Subcontractor. The name of the foreman shall be furnished the Contractor in writing prior to commencing work. The Contractor may, at his discretion and without notice, supplement the Subcontractor's forces if the Subcontractor is behind schedule or delaying the progress of the project as dictated by the needs of the project schedule. All costs associated with supplementing the Subcontractor's forces shall be reimbursed to the Contractor by the Subcontractor.

SECTION 13. Invoices-All invoices must be received by the 20th of each month.

SECTION 14. Within seven (7) days after the award of any Subcontract for any portion of work covered under Section 2-"Scope of Work" of this Subcontract, the Contractor shall be notified in writing, statement setting forth the name and address of the Subcontractor and a summary of the work subcontracted.

SECTION 15. The Subcontractor shall not assign any monies due or to become due to him hereunder without the written consent of the Contractor.

SECTION 16. The Subcontractor agrees to comply with all of the requirements of the Williams-Steiger Occupational Safety and Health Act of 1970 and all revisions and amendments thereto. The Subcontractor further agrees to reimburse the Contractor for any and all sums which may be levied against the Contractor by the Occupational Safety and Health Agency for violation under the Act by the Subcontractor or his personnel.

SECTION 17. Removal of Waste and Debris-The Subcontractor shall be responsible for keeping the Subcontractor's part of the project clean and in an orderly fashion to the satisfaction of the Contractor, Owner, Architect or Engineer. Should it become necessary for the contractor to incur any expense performing cleanup of the Subcontractor's work or removing the Subcontractor's debris from the project, such expense shall be reimbursed to the Contractor by the Subcontractor or may be deducted by the Contractor from any amount due or to become due to the Subcontractor hereunder. The Subcontractor will clean up and remove all waste and debris on a daily basis.

SECTION 18. The Subcontractor must notify the Contractor immediately in writing of any delays in obtaining the required materials and/or equipment that may delay the project or the performance of work by others in accordance with Article 8 of the General Conditions of the Contract for Construction, AIA Document A201 and as noted herein:

NOTE: For the subcontractor to establish a potentially time and price-impacted material claim, the following conditions must be satisfied:

- a. The price increase must be beyond the subcontractor's control and must not have been caused by subcontractor's negligence.
- b. Subcontractor shall provide evidence tying the material/supply price increase to a specific event outside of subcontractor's control.
- c. The potentially time and price-impacted material must be listed and substantiated with supporting documentation.
- d. The subcontractor must notify Complete Building Corporation in writing within five (5) days from the date the potentially time and price-impacted material claim arises.



- e. The subcontractor must demonstrate that the event was not foreseeable or contemplated by either party at the time the parties entered into the agreement.
- f. An adjustment in the pricing for a potentially time and price-impacted material claim shall not include any amount for overhead and profit.
- g. In the event of a decrease in a potentially time and price-impacted materials claim, the subcontract price shall then be equitably adjusted to reflect such a decrease.
- h. In order for the subcontractor to submit a potentially time and price-impacted materials claim, the subcontractor must provide within ten (10) days to Complete Building Corporation a "Baseline Price" as a method of establishing the market price as of the date of this agreement.

SECTION 19. The Subcontractor shall hereby guarantee the workmanship against major defects for a period of twelve (12) months after final completion of the Contract between Owner and the General Contractor.

SECTION 20. Thirty percent of the Contract sum will be permanently withheld unless a current certificate of insurance noting proper limits of both General Liability and Worker's Compensation Insurance is received in our office prior to beginning work. No liability or W.C. coverage is provided or implied.

SECTION 21. All Change Orders must have been signed and approved from Complete Building Corporation before payment will be made. Any change order invoiced which does not have written approval will be sent back and will have to be re-invoiced once written approval is received. A copy of the signed change order must be on file in this office at the time it is invoiced. No additional work, outside the scope as outlined in this agreement, is to be performed without prior authorization from Complete Building Corporation.

SECTION 22. Subcontractor's Indemnity - To the fullest extent permitted by law, Subcontractor shall protect, defend, indemnify and hold harmless Owner, Complete Building Corporation, Architect and other contractors and subcontractors ("Indemnified Parties") and all of the Indemnified Parties' affiliates, parents, subsidiaries, officers, directors, agents and employees from and against all claims, damages, loss and expenses, including but not limited to attorney's fees (hereinafter referred to as "Claims and Damages"), arising out of or resulting from Subcontractor's work, provided that (1) any such Claims and Damages are attributable to, arise out of or result from (a) bodily injury, sickness, disease or death; (b) injury to or destruction of tangible property, including the loss of use thereof; or (c) violations of any applicable laws, rules or regulations; and (2) any such Claims and Damages are caused, or alleged to be caused, in whole or in part, by Subcontractor's breach of any obligation under the Subcontract or by any negligent act or omission of Subcontractor or anyone directly or indirectly employed by Subcontractor or anyone for whose acts Subcontractor may be liable, regardless of whether the Claims and Damages are caused in part by any Indemnified Parties.

SECTION 23. No Limitation Upon Liability - Subcontractor's obligations under Section 15.1 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts, or for any insurance that may be procured by Subcontractor or any Indemnified Parties.

SECTION 24. Waiver of Rights - Complete Building Corporation and Subcontractor waive all rights against each other and Owner, the Architect, separate contractors, and all other subcontractors for loss or damage to the extent covered by Builder's Risk or any other property or equipment insurance, except such rights as they may have to the proceeds of such insurance; provided, however, that such waiver shall not extend to the acts of the architect.

SECTION 25. The Contractor and Subcontractor agree to be bound by the terms of the Agreement, the General Conditions, Drawings and Specifications as far as applicable to this Subcontract. All prior negotiations shall be considered merged into this agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first above written.

SUBCONTRACTOR  
Tri County Roofing, Inc.

By

Title Estimator / Project Manager

CONTRACTOR  
Complete Building Corporation

By

Buddy Hilton  
Buddy Hilton

Title Project Manager

|                                                                                                                     |  |                                                                                                                                                                                                             |                                           |
|---------------------------------------------------------------------------------------------------------------------|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|
| <b>ACORD CERTIFICATE OF LIABILITY INSURANCE</b>                                                                     |  | OP ID JH<br>TRICO-6                                                                                                                                                                                         | DATE (MM/DD/YYYY)<br>05/14/07             |
| <b>PRODUCER</b><br><br>Brown & Brown Insurance<br>PO Box 62588<br>North Charleston SC 29419<br>Phone: 843-797-1612  |  | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. |                                           |
| <b>INSURED</b><br><br>Tri-County Construction<br>Tri-County Roofing dba<br>780 College Park Road<br>Ladson SC 29456 |  | <b>INSURERS AFFORDING COVERAGE</b><br><br>INSURER A: American Home Assurance Co<br>INSURER B: Scottsdale Insurance Company<br>INSURER C:<br>INSURER D:<br>INSURER E:                                        | <b>NAIC #</b><br><br><br><br><br><br><br> |

| THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. |           |                                                                                                                                                                                                                                                                                                                            |                             |                                  |                                   |                                     |              |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|----------------------------------|-----------------------------------|-------------------------------------|--------------|
| INSR                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | ADD'L LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                          | POLICY NUMBER               | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS                              |              |
| B                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |           | <b>GENERAL LIABILITY</b><br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | CLS1278168                  | 07/24/06                         | 07/24/07                          | EACH OCCURRENCE                     | \$ 1,000,000 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |           | DAMAGE TO RENTED PREMISES (Ea occurrence)                                                                                                                                                                                                                                                                                  |                             |                                  |                                   | \$ 50,000                           |              |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |           | MED EXP (Any one person)                                                                                                                                                                                                                                                                                                   |                             |                                  |                                   | \$ excluded                         |              |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |           | PERSONAL & ADV INJURY                                                                                                                                                                                                                                                                                                      |                             |                                  |                                   | \$ 1,000,000                        |              |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |           |                                                                                                                                                                                                                                                                                                                            |                             |                                  |                                   | GENERAL AGGREGATE                   | \$ 2,000,000 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |           |                                                                                                                                                                                                                                                                                                                            |                             |                                  |                                   | PRODUCTS - COM/POP AGG              | \$ 1,000,000 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |           | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS                                                                               | RECEIVED<br><br>MAY 16 2007 |                                  |                                   | COMBINED SINGLE LIMIT (Ea accident) | \$           |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |           |                                                                                                                                                                                                                                                                                                                            |                             |                                  | BODILY INJURY (Per person)        | \$                                  |              |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |           |                                                                                                                                                                                                                                                                                                                            |                             |                                  | BODILY INJURY (Per accident)      | \$                                  |              |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |           |                                                                                                                                                                                                                                                                                                                            |                             |                                  | PROPERTY DAMAGE (Per accident)    | \$                                  |              |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |           | <b>GARAGE LIABILITY</b><br><input type="checkbox"/> ANY AUTO                                                                                                                                                                                                                                                               |                             |                                  |                                   | AUTO ONLY - EA ACCIDENT             | \$           |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |           |                                                                                                                                                                                                                                                                                                                            |                             |                                  |                                   | OTHER THAN AUTO ONLY: EA ACC        | \$           |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |           |                                                                                                                                                                                                                                                                                                                            |                             |                                  |                                   | AGG                                 | \$           |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |           | <b>EXCESS/UMBRELLA LIABILITY</b><br><input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE<br><br><input type="checkbox"/> DEDUCTIBLE<br>RETENTION \$                                                                                                                                                         |                             |                                  |                                   | EACH OCCURRENCE                     | \$           |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |           |                                                                                                                                                                                                                                                                                                                            |                             |                                  |                                   | AGGREGATE                           | \$           |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |           |                                                                                                                                                                                                                                                                                                                            |                             |                                  |                                   |                                     | \$           |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |           |                                                                                                                                                                                                                                                                                                                            |                             |                                  |                                   |                                     | \$           |
| A                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |           | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?<br>If yes, describe under SPECIAL PROVISIONS below<br>OTHER                                                                                                                                              | WC6840108                   | 05/08/07                         | 05/08/08                          | WC STATU-TORY LIMITS                | OTH-ER       |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |           | E.L. EACH ACCIDENT                                                                                                                                                                                                                                                                                                         |                             |                                  |                                   | \$ 500,000                          |              |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |           | E.L. DISEASE - EA EMPLOYEE                                                                                                                                                                                                                                                                                                 |                             |                                  |                                   | \$ 500,000                          |              |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |           | E.L. DISEASE - POLICY LIMIT                                                                                                                                                                                                                                                                                                |                             |                                  |                                   | \$ 500,000                          |              |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |           |                                                                                                                                                                                                                                                                                                                            |                             |                                  |                                   |                                     |              |

|                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                     |
|----------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>CERTIFICATE HOLDER</b><br><br>Complete Building Corporation<br>Attn: Barbara<br>1525 Ashley River Road<br>Charleston SC 29407 | <b>CANCELLATION</b><br><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.<br><br>AUTHORIZED REPRESENTATIVE<br> |
|----------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**ACORD CERTIFICATE OF LIABILITY INSURANCE**OP ID JH  
TRICO-6DATE (MM/DD/YYYY)  
06/29/07**PRODUCER**

Brown & Brown Insurance  
PO Box 62588  
North Charleston SC 29419  
Phone: 843-797-1612

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION  
ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE  
HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR  
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURED**

Tri-County Construction  
Tri-County Roofing dba  
780 College Park Road  
Ladson SC 29456

**INSURERS AFFORDING COVERAGE****NAIC #**

INSURER A: American Home Assurance Co

INSURER B: Scottsdale Insurance Company

INSURER D:

INSURER E:

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING  
ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR  
MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH  
POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR ADD'L<br>LTR INSR | TYPE OF INSURANCE                                                                                            | POLICY NUMBER | POLICY EFFECTIVE<br>DATE (MM/DD/YY) | POLICY EXPIRATION<br>DATE (MM/DD/YY) | LIMITS                                    |              |
|------------------------|--------------------------------------------------------------------------------------------------------------|---------------|-------------------------------------|--------------------------------------|-------------------------------------------|--------------|
| B                      | GENERAL LIABILITY                                                                                            | CLS1278168    | 07/24/06                            | 07/24/07                             | EACH OCCURRENCE                           | \$ 1,000,000 |
|                        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY                                             |               |                                     |                                      | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 50,000    |
|                        | <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR                               |               |                                     |                                      | MED EXP (Any one person)                  | \$ 5,000     |
|                        |                                                                                                              |               |                                     |                                      | PERSONAL & ADV INJURY                     | \$ 1,000,000 |
|                        |                                                                                                              |               |                                     |                                      | GENERAL AGGREGATE                         | \$ 2,000,000 |
|                        | GEN'L AGGREGATE LIMIT APPLIES PER:                                                                           |               |                                     |                                      | PRODUCTS - COMP/OP AGG                    | \$ 1,000,000 |
|                        | <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC               |               |                                     |                                      |                                           |              |
|                        | AUTOMOBILE LIABILITY                                                                                         |               |                                     |                                      | COMBINED SINGLE LIMIT (Ea accident)       | \$           |
|                        | <input type="checkbox"/> ANY AUTO                                                                            |               |                                     |                                      | BODILY INJURY (Per person)                | \$           |
|                        | <input type="checkbox"/> ALL OWNED AUTOS                                                                     |               |                                     |                                      | BODILY INJURY (Per accident)              | \$           |
|                        | <input type="checkbox"/> SCHEDULED AUTOS                                                                     |               |                                     |                                      | PROPERTY DAMAGE (Per accident)            | \$           |
|                        | <input type="checkbox"/> HIRED AUTOS                                                                         |               |                                     |                                      |                                           |              |
|                        | <input type="checkbox"/> NON-OWNED AUTOS                                                                     |               |                                     |                                      |                                           |              |
|                        | GARAGE LIABILITY                                                                                             |               |                                     |                                      | AUTO ONLY - EA ACCIDENT                   | \$           |
|                        | <input type="checkbox"/> ANY AUTO                                                                            |               |                                     |                                      | OTHER THAN EA ACC                         | \$           |
|                        |                                                                                                              |               |                                     |                                      | AUTO ONLY: AGG                            | \$           |
|                        | EXCESS/UMBRELLA LIABILITY                                                                                    |               |                                     |                                      | EACH OCCURRENCE                           | \$           |
|                        | <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE                                          |               |                                     |                                      | AGGREGATE                                 | \$           |
|                        |                                                                                                              |               |                                     |                                      |                                           | \$           |
|                        | <input type="checkbox"/> DEDUCTIBLE                                                                          |               |                                     |                                      |                                           | \$           |
|                        | <input type="checkbox"/> RETENTION \$                                                                        |               |                                     |                                      |                                           | \$           |
| A                      | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY                                                                | WC6840108     | 05/08/07                            | 05/08/08                             | WC STATU-TORY LIMITS                      | OTH-ER       |
|                        | E.L. EACH ACCIDENT                                                                                           |               |                                     |                                      | \$ 500,000                                |              |
|                        | E.L. DISEASE - EA EMPLOYEE                                                                                   |               |                                     |                                      | \$ 500,000                                |              |
|                        | E.L. DISEASE - POLICY LIMIT                                                                                  |               |                                     |                                      | \$ 500,000                                |              |
|                        | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?<br>If yes, describe under SPECIAL PROVISIONS below |               |                                     |                                      |                                           |              |
|                        | OTHER                                                                                                        |               |                                     |                                      |                                           |              |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Fax: 766-4659

**CERTIFICATE HOLDER**

COMPL02

Complete Building  
Attn: Barbara  
1525 Ashley River Road  
Charleston SC 29407

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION  
DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN  
NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL  
IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR  
REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2001/08)

© ACORD CORPORATION 1988

|                                                                                                                   |  |                                                                                                                                                                                                             |                                           |
|-------------------------------------------------------------------------------------------------------------------|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|
| <b>ACORD CERTIFICATE OF LIABILITY INSURANCE</b>                                                                   |  | OP ID SE<br>TRICO-6                                                                                                                                                                                         | DATE (MM/DD/YYYY)<br>05/09/06             |
| <b>PRODUCER</b><br><br>Brown & Brown Insurance<br>PO Box 1747<br>Goose Creek SC 29445<br>Phone: 843-797-1612      |  | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. |                                           |
| <b>INSURED</b><br><br>Tri-County Construction<br>Tri-County Roofing dba<br>780 College Park Rd<br>Ladson SC 29456 |  | <b>INSURERS AFFORDING COVERAGE</b><br><br>INSURER A: American International Comp<br>INSURER B: Lloyd's Of London<br>INSURER C:<br>INSURER D:<br>INSURER E:                                                  | <b>NAIC #</b><br><br><br><br><br><br><br> |

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR | ADD'L LTR | INSRD | TYPE OF INSURANCE                                                                              | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS                                                                                   |              |  |
|------|-----------|-------|------------------------------------------------------------------------------------------------|---------------|----------------------------------|-----------------------------------|------------------------------------------------------------------------------------------|--------------|--|
| B    |           |       | GENERAL LIABILITY                                                                              | B#BURZFR      | 05/08/06                         | 05/08/07                          | EACH OCCURRENCE                                                                          | \$ 1,000,000 |  |
|      |           |       | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY                               |               |                                  |                                   | DAMAGE TO RENTED PREMISES (Ea occurrence)                                                | \$ 50,000    |  |
|      |           |       | <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR                 |               |                                  |                                   | MED EXP (Any one person)                                                                 | \$ excluded  |  |
|      |           |       |                                                                                                |               |                                  |                                   | PERSONAL & ADV INJURY                                                                    | \$ 1,000,000 |  |
|      |           |       |                                                                                                |               |                                  |                                   | GENERAL AGGREGATE                                                                        | \$ 2,000,000 |  |
|      |           |       |                                                                                                |               |                                  |                                   | PRODUCTS - COMP/OP AGG                                                                   | \$ 1,000,000 |  |
|      |           |       | GEN'L AGGREGATE LIMIT APPLIES PER:                                                             |               |                                  |                                   |                                                                                          |              |  |
|      |           |       | <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC |               |                                  |                                   |                                                                                          |              |  |
|      |           |       |                                                                                                |               |                                  |                                   |                                                                                          |              |  |
|      |           |       |                                                                                                |               |                                  |                                   |                                                                                          |              |  |
|      |           |       | AUTOMOBILE LIABILITY                                                                           |               |                                  |                                   | COMBINED SINGLE LIMIT (Ea accident)                                                      | \$           |  |
|      |           |       | <input type="checkbox"/> ANY AUTO                                                              |               |                                  |                                   | BODILY INJURY (Per person)                                                               | \$           |  |
|      |           |       | <input type="checkbox"/> ALL OWNED AUTOS                                                       |               |                                  |                                   | BODILY INJURY (Per accident)                                                             | \$           |  |
|      |           |       | <input type="checkbox"/> SCHEDULED AUTOS                                                       |               |                                  |                                   | PROPERTY DAMAGE (Per accident)                                                           | \$           |  |
|      |           |       | <input type="checkbox"/> HIRED AUTOS                                                           |               |                                  |                                   |                                                                                          |              |  |
|      |           |       | GARAGE LIABILITY                                                                               |               |                                  |                                   | AUTO ONLY - EA ACCIDENT                                                                  | \$           |  |
|      |           |       | <input type="checkbox"/> ANY AUTO                                                              |               |                                  |                                   | OTHER THAN EA ACC AGG                                                                    | \$           |  |
|      |           |       | EXCESS/UMBRELLA LIABILITY                                                                      |               |                                  |                                   | EACH OCCURRENCE                                                                          | \$           |  |
|      |           |       | <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE                            |               |                                  |                                   | AGGREGATE                                                                                | \$           |  |
|      |           |       |                                                                                                |               |                                  |                                   |                                                                                          | \$           |  |
|      |           |       | <input type="checkbox"/> DEDUCTIBLE                                                            |               |                                  |                                   |                                                                                          | \$           |  |
|      |           |       | <input type="checkbox"/> RETENTION \$                                                          |               |                                  |                                   |                                                                                          | \$           |  |
| A    |           |       | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY                                                  | WC8945205     | 05/08/06                         | 05/08/07                          | <input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER |              |  |
|      |           |       | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?                                      |               |                                  |                                   | E.L. EACH ACCIDENT                                                                       | \$ 500000    |  |
|      |           |       | If yes, describe under SPECIAL PROVISIONS below                                                |               |                                  |                                   | E.L. DISEASE - EA EMPLOYEE                                                               | \$ 500000    |  |
|      |           |       |                                                                                                |               |                                  |                                   | E.L. DISEASE - POLICY LIMIT                                                              | \$ 500000    |  |
|      |           |       | OTHER                                                                                          |               |                                  |                                   |                                                                                          |              |  |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Excluded Officers from coverage: H. Dale Hawkins; Kimberly D. Hawkins

Faxed to: 766-4659/863-0801

|                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>CERTIFICATE HOLDER</b><br><br><div style="text-align: right;">COMPLE2</div> Complete Building Corp<br>Attn: Cindi Wilford<br>1525 Ashley River Road<br>Charleston SC 29407 | <b>CANCELLATION</b><br><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.<br><br>AUTHORIZED REPRESENTATIVE<br><i>Marilyn W. Guilbert</i> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|





# CERTIFICATE OF INSURANCE

SUCH INSURANCE AS RESPECTS THE INTEREST OF THE CERTIFICATE HOLDER NAMED BELOW WILL NOT BE CANCELED OR OTHERWISE TERMINATED WITHOUT GIVING 10 DAYS PRIOR WRITTEN NOTICE TO THE CERTIFICATE HOLDER, BUT IN NO EVENT SHALL THIS CERTIFICATE BE VALID MORE THAN 30 DAYS FROM THE DATE WRITTEN. THIS CERTIFICATE OF INSURANCE DOES NOT CHANGE THE COVERAGE PROVIDED BY ANY POLICY DESCRIBED BELOW.

This certifies that: ☒ STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY of Bloomington, Illinois  
☐ STATE FARM FIRE AND CASUALTY COMPANY of Bloomington, Illinois  
☐ STATE FARM COUNTY MUTUAL INSURANCE COMPANY OF TEXAS of Dallas, Texas  
☐ STATE FARM INDEMNITY COMPANY of Bloomington, Illinois, or  
☐ STATE FARM GUARANTY INSURANCE COMPANY of Bloomington, Illinois

has coverage in force for the following Named Insured as shown below:

|                                                                 |                                                                     |                                                                     |                                                                     |                                                                     |
|-----------------------------------------------------------------|---------------------------------------------------------------------|---------------------------------------------------------------------|---------------------------------------------------------------------|---------------------------------------------------------------------|
| NAMED INSURED: Tri County Roofing                               |                                                                     |                                                                     |                                                                     |                                                                     |
| ADDRESS OF NAMED INSURED: 780 College Park Rd. Ladson, SC 29456 |                                                                     |                                                                     |                                                                     |                                                                     |
| POLICY NUMBER                                                   | F05 0599-F20-40J                                                    |                                                                     |                                                                     |                                                                     |
| EFFECTIVE DATE OF POLICY                                        | 12-20-2005                                                          | 06-20-2006                                                          |                                                                     |                                                                     |
| DESCRIPTION OF VEHICLE (Including VIN)                          | 2006 Chevrolet Colorado<br>1GCCS198568131053                        | 2006 Chevrolet Colorado<br>1GCCS198968113316                        |                                                                     |                                                                     |
| LIABILITY COVERAGE                                              | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO |
| LIMITS OF LIABILITY                                             |                                                                     |                                                                     |                                                                     |                                                                     |
| a. Bodily Injury                                                | 500                                                                 | 500                                                                 | 500                                                                 | 500                                                                 |
| Each Person                                                     | 500                                                                 | 500                                                                 | 500                                                                 | 500                                                                 |
| Each Accident                                                   |                                                                     |                                                                     |                                                                     |                                                                     |
| b. Property Damage                                              |                                                                     |                                                                     |                                                                     |                                                                     |
| Each Accident                                                   | 100                                                                 | 100                                                                 |                                                                     |                                                                     |
| c. Bodily Injury & Property Damage Single Limit                 |                                                                     |                                                                     |                                                                     |                                                                     |
| Each Accident                                                   |                                                                     |                                                                     |                                                                     |                                                                     |
| PHYSICAL DAMAGE COVERAGES                                       | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO |
| a. Comprehensive                                                | \$ 500 Deductible                                                   | \$ 500 Deductible                                                   | \$ 500 Deductible                                                   | \$ 500 Deductible                                                   |
| b. Collision                                                    | \$ 500 Deductible                                                   | \$ 500 Deductible                                                   | \$ 500 Deductible                                                   | \$ 500 Deductible                                                   |
| EMPLOYERS NON-OWNED CAR LIABILITY COVERAGE                      | <input type="checkbox"/> YES <input type="checkbox"/> NO            | <input type="checkbox"/> YES <input type="checkbox"/> NO            | <input type="checkbox"/> YES <input type="checkbox"/> NO            | <input type="checkbox"/> YES <input type="checkbox"/> NO            |
| HIRED CAR LIABILITY COVERAGE                                    | <input type="checkbox"/> YES <input type="checkbox"/> NO            | <input type="checkbox"/> YES <input type="checkbox"/> NO            | <input type="checkbox"/> YES <input type="checkbox"/> NO            | <input type="checkbox"/> YES <input type="checkbox"/> NO            |
| FLEET - COVERAGE FOR ALL OWNED AND LICENSED MOTOR VEHICLES      | <input type="checkbox"/> YES <input type="checkbox"/> NO            | <input type="checkbox"/> YES <input type="checkbox"/> NO            | <input type="checkbox"/> YES <input type="checkbox"/> NO            | <input type="checkbox"/> YES <input type="checkbox"/> NO            |

*Bill Blanton, by Stephanie*  
 Signature of Authorized Representative

Agent 40-1194 04/21/2006  
 Title Agent's Code Number Date

Name and Address of Certificate Holder  
 Complete Building Corp  
 "Palmetto Point Project #0601"  
 1525 Ashley River Rd.  
 Charleston, SC 29407

Name and Address of Agent  
 Bill Blanton, Agent  
 State Farm Insurance Co.  
 429 Redbank Rd., PO Box 10  
 Goose Creek, SC 29445

INTERNAL STATE FARM USE ONLY: ☐ Request permanent Certificate of Insurance for liability coverage.  
 122429.3 Rev. 07-26-2005 ☐ Request Certificate Holder to be added as an Additional Insured.



## CERTIFICATE OF INSURANCE

SUCH INSURANCE AS RESPECTS THE INTEREST OF THE CERTIFICATE HOLDER NAMED BELOW WILL NOT BE CANCELED OR OTHERWISE TERMINATED WITHOUT GIVING 10 DAYS PRIOR WRITTEN NOTICE TO THE CERTIFICATE HOLDER, BUT IN NO EVENT SHALL THIS CERTIFICATE BE VALID MORE THAN 30 DAYS FROM THE DATE WRITTEN. THIS CERTIFICATE OF INSURANCE DOES NOT CHANGE THE COVERAGE PROVIDED BY ANY POLICY DESCRIBED BELOW.

This certifies that: ☒ STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY of Bloomington, Illinois  
☐ STATE FARM FIRE AND CASUALTY COMPANY of Bloomington, Illinois  
☐ STATE FARM COUNTY MUTUAL INSURANCE COMPANY OF TEXAS of Dallas, Texas  
☐ STATE FARM INDEMNITY COMPANY of Bloomington, Illinois, or  
☐ STATE FARM GUARANTY INSURANCE COMPANY of Bloomington, Illinois

has coverage in force for the following Named Insured as shown below:

|                                                                 |                                                                                          |                                                                                          |                                                                                          |                                                                                          |
|-----------------------------------------------------------------|------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------|
| NAMED INSURED: Tri County Roofing                               |                                                                                          |                                                                                          |                                                                                          |                                                                                          |
| ADDRESS OF NAMED INSURED: 780 College Park Rd. Ladson, SC 29456 |                                                                                          |                                                                                          |                                                                                          |                                                                                          |
| POLICY NUMBER                                                   | F05 0599-F20-40J                                                                         |                                                                                          |                                                                                          |                                                                                          |
| EFFECTIVE DATE OF POLICY                                        | 12-20-2005                                                                               | 06-20-2006                                                                               |                                                                                          |                                                                                          |
| DESCRIPTION OF VEHICLE (Including VIN)                          | 2004 Chevrolet K2500<br>1GCGK29U54Z134546                                                | 2003 Chevrolet Express<br>Van1GCGG29U631110<br>979                                       | 2006 Dodge Ram<br>25001D7KS28CX6J13<br>3094                                              | 2005 GMC K2500<br>1GTRK29295E149708                                                      |
| LIABILITY COVERAGE                                              | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO                      | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO                      | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO                      | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO                      |
| LIMITS OF LIABILITY                                             |                                                                                          |                                                                                          |                                                                                          |                                                                                          |
| a. Bodily Injury                                                | 500                                                                                      | 500                                                                                      | 500                                                                                      | 500                                                                                      |
| Each Person                                                     | 500                                                                                      | 500                                                                                      | 500                                                                                      | 500                                                                                      |
| Each Accident                                                   |                                                                                          |                                                                                          |                                                                                          |                                                                                          |
| b. Property Damage                                              |                                                                                          |                                                                                          |                                                                                          |                                                                                          |
| Each Accident                                                   | 100                                                                                      | 100                                                                                      |                                                                                          |                                                                                          |
| c. Bodily Injury & Property Damage                              |                                                                                          |                                                                                          |                                                                                          |                                                                                          |
| Single Limit                                                    |                                                                                          |                                                                                          |                                                                                          |                                                                                          |
| Each Accident                                                   |                                                                                          |                                                                                          |                                                                                          |                                                                                          |
| PHYSICAL DAMAGE COVERAGES                                       | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO                      | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO                      | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO                      | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO                      |
| a. Comprehensive                                                | \$ 500 Deductible                                                                        | \$ 500 Deductible                                                                        | \$ 500 Deductible                                                                        | \$ 500 Deductible                                                                        |
| b. Collision                                                    | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO<br>\$ 500 Deductible | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO<br>\$ 500 Deductible | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO<br>\$ 500 Deductible | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO<br>\$ 500 Deductible |
| EMPLOYERS NON-OWNED CAR LIABILITY COVERAGE                      | <input type="checkbox"/> YES <input type="checkbox"/> NO                                 | <input type="checkbox"/> YES <input type="checkbox"/> NO                                 | <input type="checkbox"/> YES <input type="checkbox"/> NO                                 | <input type="checkbox"/> YES <input type="checkbox"/> NO                                 |
| HIRED CAR LIABILITY COVERAGE                                    | <input type="checkbox"/> YES <input type="checkbox"/> NO                                 | <input type="checkbox"/> YES <input type="checkbox"/> NO                                 | <input type="checkbox"/> YES <input type="checkbox"/> NO                                 | <input type="checkbox"/> YES <input type="checkbox"/> NO                                 |
| FLEET - COVERAGE FOR ALL OWNED AND LICENSED MOTOR VEHICLES      | <input type="checkbox"/> YES <input type="checkbox"/> NO                                 | <input type="checkbox"/> YES <input type="checkbox"/> NO                                 | <input type="checkbox"/> YES <input type="checkbox"/> NO                                 | <input type="checkbox"/> YES <input type="checkbox"/> NO                                 |

|                                                                                                                                                   |  |                                                                                                                                   |                  |
|---------------------------------------------------------------------------------------------------------------------------------------------------|--|-----------------------------------------------------------------------------------------------------------------------------------|------------------|
| Signature of Authorized Representative: <i>WA Blanton</i> <i>Stephanie</i>                                                                        |  | Agent: 40-1194                                                                                                                    | Date: 04/21/2006 |
| Name and Address of Certificate Holder: Complete Building Corp<br>"Palmetto Point Project #0601"<br>1525 Ashley River Rd.<br>Charleston, SC 29407 |  | Name and Address of Agent: Bill Blanton, Agent<br>State Farm Insurance Co.<br>429 Redbank Rd., PO Box 10<br>Goose Creek, SC 29445 |                  |

INTERNAL STATE FARM USE ONLY: ☐ Request permanent Certificate of Insurance for liability coverage.

**ACORD. CERTIFICATE OF INSURANCE**

ISSUE DATE (MM/YY)

4/19/2006

## PRODUCER

RIGGAR INSURANCE AGENCY  
318 SAVANNAH ROUND  
SUMMERVILLE, SC 29435  
871-6256

## CODE

SUB-CODE

## INSURED

Tri-County Roofing, Inc. dba  
Tri-County Construction  
780 College Park Road  
Ladson, SC 29456

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

## COMPANIES AFFORDING COVERAGE

COMPANY  
LETTER A

Companion P &amp; C Group

COMPANY  
LETTER BCOMPANY  
LETTER CCOMPANY  
LETTER DCOMPANY  
LETTER E

## COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| CO<br>LYN | TYPE OF INSURANCE            | POLICY NUMBER | POLICY EFFECTIVE<br>DATE (MM/DD/YY) | POLICY EXPIRATION<br>DATE (MM/DD/YY) | ALL LIMITS IN THOUSANDS            |                         |
|-----------|------------------------------|---------------|-------------------------------------|--------------------------------------|------------------------------------|-------------------------|
| A         | GENERAL LIABILITY            |               |                                     |                                      | GENERAL AGGREGATE                  | \$                      |
|           | COMMERCIAL GENERAL LIABILITY |               |                                     |                                      | PRODUCTS-COMPONENTS AGGREGATE      | \$                      |
|           | CLAIMS MADE OCCUR.           |               |                                     |                                      | PERSONAL & ADVERTISING INJURY      | \$                      |
|           | OWNER'S & CONTRACTOR'S PROT. |               |                                     |                                      | EACH OCCURRENCE                    | \$                      |
|           | AUTOMOBILE LIABILITY         |               |                                     |                                      | THE DAMAGE (Any one (s))           | \$                      |
|           | ANY AUTO                     |               |                                     |                                      | MEDICAL EXPENSE (Any one person)   | \$                      |
|           | ALL OWNED AUTOS              |               |                                     |                                      | COMBINED<br>SINGLE<br>LIMIT        | \$                      |
|           | SCHEDULED AUTOS              |               |                                     |                                      | BODILY<br>INJURY<br>(Per person)   | \$                      |
|           | HIRFD AUTOS                  |               |                                     |                                      | BODILY<br>INJURY<br>(Per accident) | \$                      |
|           | NON OWNED AUTOS              |               |                                     |                                      | PROPERTY<br>DAMAGE                 | \$                      |
|           | GARAGE LIABILITY             |               |                                     |                                      | EACH<br>OCCURRENCE                 | \$                      |
|           |                              |               |                                     |                                      | AGGREGATE                          | \$                      |
| A         | EXCESS LIABILITY             |               |                                     |                                      | STATUTORY                          | \$                      |
|           | OTHER THAN UMBRELLA FORM     |               |                                     |                                      | 100                                | (EACH ACCIDENT)         |
|           | WORKER'S COMPENSATION        |               |                                     |                                      | 500                                | (DISEASE-POLICY LIMIT)  |
|           | AND                          |               |                                     |                                      | 100                                | (DISEASE-EACH EMPLOYEE) |
|           | EMPLOYERS' LIABILITY         | SWC0039280 02 | 9/16/05                             | 9/16/06                              |                                    |                         |
|           | OTHER                        |               |                                     |                                      |                                    |                         |

## DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

Re: Palmetto Point project #0601

## CERTIFICATE HOLDER

Fax: 766-4659

Complete Building Corp.  
1525 Ashley River Road  
Charleston, SC 29407

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



ACORD 25-S (3/88)

©ACORD CORPORATION 1988

# AIA Contract Administration

## G701 Change Order

Distribution List:

|            |   |
|------------|---|
| Owner      | X |
| Architect  | X |
| Contractor | X |
| Field      |   |
| Other      |   |

PROJECT (Name and address):

Palmetto Point  
Peas Island, Folly Road  
Folly Beach, SC

CHANGE ORDER NUMBER: 12

DATE: April 3, 2008

TO OWNER (Name and address):

Island Point, LLC  
P.O. Box 943  
Folly Beach, SC 29435

CONTRACTORS PROJECT NUMBER: 0601

CONTRACT DATE: December 27, 2005

CONTRACT FOR: Palmetto Point

### THE CONTRACT IS CHANGED AS FOLLOWS

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

|                                                                                                                                                                                                               |                       |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
| 1. Overlay 1 1/2" paving for roads and parking.                                                                                                                                                               | \$17,407.00           |
| 2. Install gravel in parking lot- 53'X 35" area.                                                                                                                                                              | \$1,900.00            |
| 3. Furnish and install attic vent fans.                                                                                                                                                                       | \$7,700.00            |
| 4. Install tub surrounds in master baths in units 1647, 1653, & 1655.<br>Note: Work performed by Low Country Tile. (\$430.00 per unit)                                                                        | \$1,290.00            |
| 5. Install tub surrounds in master baths on units 1649, 1651, 1641, 1643, 1633, 1635, 1629, 1631<br>Note: Work performed by Basil (\$250.00 per unit)                                                         | \$2,250.00            |
| 6. Install tile in elevators on units 1653-1655.<br>Note: Work performed by Lowcountry Tile (\$427.00 per unit)                                                                                               | \$854.00              |
| 7. Insurance provided by Labor Choice for Basil's work on tile at tub surrounds.                                                                                                                              | \$1,850.00            |
| 8. Furnish material & provide labor to construct privacy screen walls on units 1628, 1626, 1622, 1624, 1616, 1618, 1612, 1614, 1610, 1609, 1603, 1606, 1649, 1651, 1643, 1645.                                | \$33,415.00           |
| 9. Insurance provided by Labor Choice for Basil's work on privacy screen walls.                                                                                                                               | \$1,539.00            |
| 10. Frame fireplaces for TV cabinets in units 1625, 1627, 1621, 1623, 1617, 1619, 1613, 1615, 1609, 1611, 1605, 1607, 1601, 1603, 1606, 1608, 1610, 1612, 1614, 1616, 1618, 1620, 1622, 1624, 1626, & 1628.   | \$ 0.00               |
| 11. Trim & paint TV cabinets in units 1625, 1627, 1621, 1623, 1617, 1619, 1613, 1615, 1609, 1611, 1605, 1607, 1601, 1603, 1606, 1608, 1610, 1612, 1614, 1616, 1618, 1620, 1622, 1624, 1626, & 1628.           | \$9,100.00            |
| 12. Change stir detail to oak rails with newell post and natural finish in units 1625, 1627, 1621, 1623, 1617, 1619, 1613, 1615, 1609, 1611, 1605, 1607, 1601, 1618, 1620, 1622, 1624, 1626, 1628             | \$29,058.00           |
| 13. Furnish material and labor to build enclosures for sprinkler lines and valves under each unit.<br>(Note: Design provided by Gary Stanley)(No detail on original SGM plans)(\$428.00 each unit, no markup) | \$8,560.00            |
| 14. Deduct for generator, billed in two (2) change orders, #3 and #10.                                                                                                                                        | Deduct (\$6,300.00)   |
| 15. Credit for two buildings that were not constructed.                                                                                                                                                       | Deduct (\$922,601.00) |
| 16. Credit for sheetrock material.                                                                                                                                                                            | Deduct (\$68,794.00)  |
| 17. Deduct for venting microwave in Units 1630, 1632, 1657, and 1659.                                                                                                                                         | Deduct (\$792.00)     |
| 18. Install screen porches on units 1655, 1653, 1651, 1649, 1643, 1641, 1639, 163, 1635, 1631, 1629, 1627, 1625, 1623, 1621, 1619, 1617, 1611, 1609, 1605, and 1618.                                          | \$12,600.00           |
| 19. Insurance provided by Labor Choice for Basil's work on screen porches.                                                                                                                                    | \$2,520.00            |
| 20. Deduct for elevator not installed in Unit 1618.                                                                                                                                                           | Deduct (\$16,861.00)  |

AIA Document G701 Change Order Electronic Format 2001 The American Institute of Architects • www.aia.org • WARNING: Unlicensed photocopying violates U.S. copyright laws and will subject the violator to legal prosecution. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel. copyright@aia.org. This document was electronically produced with permission of the AIA and can be reproduced without violation until the date of expiration as noted below. User Document: change order master.aia -- 10/29/2003. AIA License Number 1015708, which expires on 7/30/2004.

Electronic Format G701 - 2001

1

**PLAINTIFF'S  
EXHIBIT**

**22**

R-2194

Complete Building Corp.  
0086



|                                                                                                               |        |                |
|---------------------------------------------------------------------------------------------------------------|--------|----------------|
| 21. Install tile in elevators on Units 1651, 1647, 1639, 1633, and 1629.<br>(\$250.00 each unit)              |        | \$1,250.00     |
| 22. Insurance provided by Labor Choice for Basil's work on elevator tile.                                     |        | \$250.00       |
| 23. Deduct for elevator tile in Unit 1618.                                                                    | Deduct | (\$300.00)     |
| 24. Unit 1641-Stair tread option.                                                                             |        | \$1,714.00     |
| 25. Wrap and paint beams under garage area on street side.                                                    |        | \$12,000.00    |
| 26. Adjust for bond premium.                                                                                  |        | \$0.00         |
| 27. Business license credit correction.                                                                       |        | \$4,104.00     |
| 28. Adjust for payment made by owner directly to sitework subcontractor, Tallent & Sons.                      | Deduct | (\$288,596.00) |
| 29. Adjust for flooring allowance in Change order #3. Change included 44 units,<br>40 constructed.            | Deduct | (\$800.00)     |
| 30. Adjust for whirlpool change to Jacuzzi model. Change Order #3 included 44 units,<br>40 units constructed. | Deduct | (\$1,560.00)   |
| 31. Wrap columns with hardi.                                                                                  | Deduct | (\$5,584.00)   |
| 32. Adjust for beveled mirror change. Change order #6 included 44 units, 40 units<br>constructed.             | Deduct | (\$300.00)     |
| 33. Add 6X6 posts at rear decks. Change order #10 was an add for 14 units. Should<br>have been for 7 units.   | Deduct | (\$2,695.00)   |
| 34. Change HVAC platforms. Change order #10 was an add for 6 units. Should have<br>been for 3 units.          | Deduct | (\$1,425.00)   |
| 35. Settlement with Atlantic Construction for <u>all</u> framing and nailing issues.                          | Deduct | (\$100,000.00) |
| 36. Sprinkler credit-                                                                                         | Deduct | (\$8,834.00)   |
| 37. Appliance credit                                                                                          | Deduct | (\$1,850.00)   |
| 38. Unit change from Oak to Magnolia and Oak to Holly.                                                        |        | \$0.00         |

TOTAL CHANGE ORDER #12 (\$1,277,931.00)

|                                                                                     |   |                |
|-------------------------------------------------------------------------------------|---|----------------|
| The original Contract Sum was                                                       | S | 12,343,598.00  |
| The net change by previously authorized Change Orders                               | S | 512,787.00     |
| The Contract Sum prior to this Change Order was                                     | S | 12,856,385.00  |
| The Contract Sum will be decreased<br>by this Change Order in the amount of         | S | (1,277,931.00) |
| The new Contract Sum including this Change Order will be                            | S | 11,578,454.00  |
| The Contract Time will be unchanged.                                                |   |                |
| The date of Substantial Completion as of the date of this Change Order therefore is |   | July 19, 2007  |

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

AIA Document G701 Change Order Electronic Format 2001 The American Institute of Architects © www.aia.org © WARNING: Unlicensed photocopying violates U.S. copyright laws and will subject the violator to legal prosecution. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel. copyright@aia.org. This document was electronically produced with permission of the AIA and can be reproduced without violation until the date of expiration as noted below. User Document: change order master.aia -- 10/29/2003. AIA License Number 1015708, which expires on 7/30/2004.

Electronic Format G701 - 2001

2

Complete Building Corp.  
0087

R-2195

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

|                         |                                                                                                        |                                                                              |
|-------------------------|--------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------|
| _____<br>ARCHITECT      | _____<br>Complete Building Corporation<br>CONTRACTOR<br>1525 Ashley River Road<br>Charleston, SC 29407 | _____<br>Island Point, LLC<br>OWNER<br>P.O. Box 943<br>Folly Beach, SC 29435 |
| _____<br>ADDRESS        | _____<br>ADDRESS                                                                                       | _____<br>ADDRESS                                                             |
| _____<br>BY (Signature) | _____<br>BY (Signature)<br>Buddy Hilton<br>Project Manager                                             | _____<br>BY (Signature)                                                      |
| _____<br>(Typed name)   | _____<br>(Typed name)                                                                                  | _____<br>(Typed name)                                                        |
| _____<br>DATE           | _____<br>April 3, 2008<br>DATE                                                                         | _____<br>DATE                                                                |

CAUTION: You should sign an original AIA Contract Document. An original assures changes will not be obscured.

AIA Document G701 Change Order Electronic Format 2001 The American Institute of Architects □ www.aia.org □ WARNING: Unlicensed photocopying violates U.S. copyright laws and will subject the violator to legal prosecution. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel. copyright@aia.org. This document was electronically produced with permission of the AIA and can be reproduced without violation until the date of expiration as noted below. User Document: change order master.aia -- 10/29/2003. AIA License Number 1015708, which expires on 7/30/2004.

Electronic Format G701 - 2001

3

Complete Building Corp.  
0088

R-2196

|                                                                                                                                                                                                                                                                                                                                                                      |                |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| 1. Overlay 1 1/2" paving for roads and Parking                                                                                                                                                                                                                                                                                                                       | \$ 17,407.00   |
| 2. Install Gravel in parking lot- 53'x35' area.                                                                                                                                                                                                                                                                                                                      | \$ 1,900.00    |
| 3. Furnish and install attic vent fans                                                                                                                                                                                                                                                                                                                               | \$ 15,400.00   |
| 4. Install tub surrounds in master baths in units 1647-1653 & 1655-<br>* Note- work performed by LowCountry tile                                                                                                                                                                                                                                                     | \$ 1,290.00    |
| 5. Install tub surrounds in master baths on units 1649,1649,1651,1641,1643,1633,1635,<br>1629,1631 * Note - work performed by Basil                                                                                                                                                                                                                                  | \$ 2,250.00    |
| 6. Install tile in elevators on units 1653-1655 * Note -work performed by LowCountry Tile                                                                                                                                                                                                                                                                            | \$ 854.00      |
| 7. Insurance provided by Labor Choice for Basil Eldridge's work on tile at tub surrounds.                                                                                                                                                                                                                                                                            | \$ 1,850.00    |
| 8. Furnish Material & provide labor to construct privacy screen walls on units 1626,1628,<br>1622,1624,1616,1618,1612,1614,1610,1609,1603,1606,1649,1651,1643,1645                                                                                                                                                                                                   | \$ 33,415.00   |
| 9. Insurance provided by Labor Choice for Basil Eldridge's work on privacy screen walls                                                                                                                                                                                                                                                                              | \$ 1,539.00    |
| 10. Frame fireplaces for TV cabinets in unites, 1625,1627,1621,1623,1617,1619,1613,1615<br>1609,1611,1605,1607,1601,1603,1606,1608,1610,1612,1614,1616,1618,1620,1622,1624,<br>1626 and 1628 * Note- work performed by Alderman Construction( \$350.00 each unit<br>plus 10 %                                                                                        | \$ 9,100.00    |
| 11. Trim and paint TV Cabinets in units 1625,1627,1621,1623,1617,1619,1613,1615,1609,<br>1611,1605,1607,1601,1603,1606,1608,1610,1612,1614,1616,1618,1620,1622,1624,1626,<br>& 1628 . * Note- Work performed by Alderman Construction( \$385.00) each unit plus 10% \$ 9,100.00                                                                                      | \$ 9,100.00    |
| 12. Change stair detail to oak rails with newell post and natural finish in units 1625,1627,1621<br>1623,1617,1619,1613,1615,1609,1611,1605,1607,1601,1618,1620,1622,1624,1626,1628<br>material add, \$ 163.00 each unit=\$4,238.00) Trim installation \$ 350.00 each unit =\$9,100)<br>( Natural finish \$ 200 each unit = \$5,200.00) ( mark-up 8 % = (\$1,483.00) | \$ 7,503.00    |
| 13. Furnish material and labor to build enclosures for sprinkler lines and valves under each unit<br>( * Note- design provided by Gary Stanley ) ( no detail on original SGM plans) ( \$428.00<br>each unit ,no mark-up)                                                                                                                                             | \$ 17,120.00   |
| 14. Deduct for generator, billed in two ( 2) change orders, # 3 and #10. Deduct                                                                                                                                                                                                                                                                                      | (\$ 5,603.00)  |
| 15. Credit for two buildings that were not constructed                                                                                                                                                                                                                                                                                                               | (\$872,310.00) |
| 16. Credit for sheetrock material Deduct                                                                                                                                                                                                                                                                                                                             | (68,794.00)    |
| 17. Deduct for venting microwave in Units 1630,1632,1657, and 1659. Deduct                                                                                                                                                                                                                                                                                           | (792.00)       |
| 18. Install screen porches on Units 1655,1653,1651,1649,1643,1641,1639,1637,1635,<br>1631,1629,1627,1625,1623,1621,1619,1617,1611,1609,1605, and 1618.                                                                                                                                                                                                               | \$12,600.00    |
| 19. Insurance provided by Labor Choice for Basil Eldridge work on screen porches                                                                                                                                                                                                                                                                                     | \$ 2,520.00    |
| 20. Deduct for elevator not installed in Unit 1618 Deduct                                                                                                                                                                                                                                                                                                            | (\$15,961.00)  |
| 21. Install tile in elevators on Units 1651,1647,1639,1633, and 1629. (\$250.00 each unit)<br>\$1,250.00                                                                                                                                                                                                                                                             |                |
| 22. Insurance provided by Labor Choice for Basil Eldridge work on elevator tile.                                                                                                                                                                                                                                                                                     | \$ 250.00      |
| 23. Deduct for elevator tile in Unit 1618 Deduct                                                                                                                                                                                                                                                                                                                     | (\$ 300.00)    |
| 24. Unit 1641-Stair tread option.                                                                                                                                                                                                                                                                                                                                    | \$ 1,714.0025. |
| Wrap beams under garage area on street side (\$800.00/each unit)                                                                                                                                                                                                                                                                                                     | \$32,000.00    |
| 26. Adjust for bond premium. Deduct                                                                                                                                                                                                                                                                                                                                  | (\$15,060.00)  |
| 27. Adjust for payment made by owner directly to sitework subcontractor, Tallent and Sons.<br>Deduct                                                                                                                                                                                                                                                                 | (\$288,596.00) |
| 28. Adjust for flooring allowance in change order #3. Change included 44 units, 40 units constructed.<br>(\$800.00)                                                                                                                                                                                                                                                  |                |
| 29. Adjust for whirlpool change to Jacuzzi model. Change order #3 included 44 units, 40 units constructed.<br>(1,560.00)                                                                                                                                                                                                                                             |                |
| 30. Credit on 6x6 posts. See change order #7, item#4. Credit on post wrap was (\$13,200.00).<br>See pay app., line item #100 and line item #102.                                                                                                                                                                                                                     | \$ 0.00        |
| 31. Adjust for beveled mirror change. Change order #6 included 44 units, 40 units constructed.<br>(\$300.00)                                                                                                                                                                                                                                                         |                |
| 32. Add 6x6 posts at rear decks. Change order #10 was an add for 14 units.<br>Should have been for 7 units.                                                                                                                                                                                                                                                          | (\$2,695.00)   |

33. Change HVAC platforms. Change order #10 was an add for 6 units  
. Should have been for 3 units.

(\$1,425.00)

TOTAL REVISED CHANGE ORDER # 12

(1,105,134.00)

**Complete Building Corporation**

1525 Ashley River Road  
Charleston, SC 29407  
Phone 843-763-2463  
Fax: 843-766-4659

**CHANGE ORDER**

Subcontractor:  
Tri County Roofing, Inc.  
780 College Park Road  
Ladson, SC 29456

NUMBER 0601-11-5  
DATE August 24, 2007

Job Name:  
Palmetto Point

**DESCRIPTION**

|                                                                                   |    |           |
|-----------------------------------------------------------------------------------|----|-----------|
| Furnish and install the band board                                                | \$ | 45,000.00 |
| Furnish and install the boxing at beams                                           | \$ | 6,000.00  |
| Furnish and install the gutters                                                   | \$ | 44,185.00 |
| Reinstall soffitt on unit #1609 due to framing error                              | \$ | 800.00    |
| Remove and replace siding on unit #1523                                           | \$ | 2,400.00  |
| REVISED TOTAL CHANGE ORDER #5 DUE TO MISCALCULATION OF CONTRACT TOTAL ON ORIGINAL | \$ | 98,385.00 |

**Note:** This Change Order becomes part of and in conformance with the existing contract.

**WE AGREE hereby to make the change(s) specified above at this price** **\$ 98,385.00**

Date August 24, 2007

Previous Contract Amount **\$ 1,263,860.00**

Buddy Hillon, Project Manager

Revised Contract Total **\$ 1,362,245.00**

Accepted - The above prices and specifications of this change order are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise stipulated.

Date of Acceptance \_\_\_\_\_

Signature \_\_\_\_\_



**Tri County Roofing\_001173**

**Complete Building Corporation**

5 Ashley River Road  
Charleston, SC 29407  
Phone 843-763-2463  
Fax: 843-766-4659

**CHANGE ORDER**

Subcontractor:  
Tri County Roofing, Inc.  
780 College Park Road  
Ladson, SC 29456

NUMBER 0601-11-5  
DATE August 24, 2007

Job Name:  
Palmetto Point

**DESCRIPTION**

|                                                      |    |           |
|------------------------------------------------------|----|-----------|
| Furnish and install the band board                   | \$ | 45,000.00 |
| Furnish and install the boxing at beams              | \$ | 6,000.00  |
| Furnish and install the gutters                      | \$ | 44,185.00 |
| Reinstall soffitt on unit #1609 due to framing error | \$ | 800.00    |
| Remove and replace siding on unit #1523              | \$ | 2,400.00  |

|                                                                                   |    |           |
|-----------------------------------------------------------------------------------|----|-----------|
| REVISED TOTAL CHANGE ORDER #5 DUE TO MISCALCULATION OF CONTRACT TOTAL ON ORIGINAL | \$ | 98,385.00 |
|-----------------------------------------------------------------------------------|----|-----------|

**Note:** This Change Order becomes part of and in conformance with the existing contract.

**WE AGREE hereby to make the change(s) specified above at this price**

**\$ 98,385.00**

Date August 24, 2007

Buddy Hilton  
Buddy Hilton, Project Manager

Previous Contract Amount **\$ ~~1,263,860.00~~**

Revised Contract Total **\$ 1,362,245.00**

**Accepted** - The above prices and specifications of this change order are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise stipulated.

Date of Acceptance \_\_\_\_\_

Signature \_\_\_\_\_

**Tri County Roofing\_001195**

**R-2200**

**Complete Building Corporation**

1525 Ashley River Road  
Charleston, SC 29407  
Phone 843-763-2463  
Fax: 843-766-4659

**CHANGE ORDER**

Subcontractor:  
Tri County Roofing, Inc.  
780 College Park Road  
Ladson, SC 29456

NUMBER 0601-11-12  
DATE Feb. 15, 2008

Job Name:  
Palmetto Point

**DESCRIPT**

|                                                                                                                                |    |          |
|--------------------------------------------------------------------------------------------------------------------------------|----|----------|
| 1. Remove and re-install the power vent on the Riverbirch model.                                                               | \$ | 200.00   |
| 2. Punch labor to 12/14/07                                                                                                     | \$ | 4,500.00 |
| 3. Punch labor to 12/21/07                                                                                                     | \$ | 1,400.00 |
| 4. Repaint risers on exterior.                                                                                                 | \$ | 4,000.00 |
| 5. Material cost (Material used by CBC)                                                                                        | \$ | 4,000.00 |
| 6. Deduct for clean-up of deck coating material and paint in areas where Tri-County worked (see attached list from Don Moxley) | \$ | (900.00) |

TOTAL CHANGE ORDER #12

**Note:** This Change Order becomes part of and in conformance with the existing contract.

**WE AGREE** hereby to make the change(s) specified above at this price **\$ 13,200.00**

Date Feb 15, 2008

Buddy Hilton  
Buddy Hilton, Project Manager

Previous Contract Amount **\$ 1,369,358.24**

Revised Contract Total **\$ 1,382,558.24**

Accepted - The above prices and specifications of this change order are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise stipulated.

Date of Acceptance \_\_\_\_\_

Signature \_\_\_\_\_



**Tri County Roofing\_001219**

**Complete Building Corporation**

1525 Ashley River Road  
Charleston, SC 29407  
Phone 843-763-2463  
Fax: 843-766-4659

**CHANGE ORDER****Subcontractor:**

Tri County Roofing, Inc.  
780 College Park Road  
Ladson, SC 29456

**NUMBER** 0801-11-12**DATE** Feb. 15, 2008**Job Name:**

Palmetto Point

**DESCRIPT**

|                                                                                                                                |                  |                        |
|--------------------------------------------------------------------------------------------------------------------------------|------------------|------------------------|
| 1. Remove and re-install the power vent on the Riverbirch model.                                                               | <i>should be</i> | \$ 250.00              |
| 2. Punch labor to 12/14/07                                                                                                     |                  | \$ 4,500.00            |
| 3. Punch labor to 12/21/07                                                                                                     |                  | \$ 1,400.00            |
| 4. Repaint risers on exterior.                                                                                                 |                  | \$ 4,000.00            |
| 5. Material cost (Material used by CBC)                                                                                        |                  | \$ 4,000.00            |
| 6. Deduct for clean-up of deck coating material and paint in areas where Tri-County worked (see attached list from Don Moxley) |                  | \$ <del>(900.00)</del> |
| TOTAL CHANGE ORDER #12                                                                                                         |                  |                        |

**Note:** This Change Order becomes part of and in conformance with the existing contract.

**WE AGREE** hereby to make the change(s) specified above at this price

*should be* \$ 14,150.00  
\$ 13,200.00

Date Feb 15, 2008

Previous Contract Amount \$ 1,369,358.24

*Buddy Hilton*  
Buddy Hilton, Project Manager

Revised Contract Total \$ 1,382,558.24

Accepted - The above prices and specifications of this change order are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise stipulated.

Date of Acceptance

Signature

**Tri County Roofing\_000764**



**PROJECT MANUAL**

**PALMETTO POINTE VILLAS  
FOLLY BEACH, SOUTH CAROLINA  
SGM PROJECT NO. 2003-1105.03**

**SGM ARCHITECTS, INC.**

710 Johnnie Dodds Boulevard Mt. Pleasant, South Carolina 29464  
PHONE: 843-849-7407 | FAX: 843-849-6750 | WEBSITE: [www.sgma.net](http://www.sgma.net)

**CONSULTANTS**

**CIVIL, MECHANICAL & PLUMBING**

CRG ENGINEERING  
7301 RIVERS AVENUE, SUITE 200  
NORTH CHARLESTON, SC 29406  
(843) 779-8830; (843) 266-0701 (Fax)

**LANDSCAPE ARCHITECTURE**

HLA, INC.  
29 LEINBACH DRIVE, BLDG. A2  
CHARLESTON, SC 29407-6988  
(843) 577-5703; (843) 763-1909 (Fax)

**STRUCTURAL**

BRITT, PETERS & ASSOCIATES, INC.  
1100 QUEENSBOROUGH BLVD., SUITE 202  
MT. PLEASANT, SC 29464  
(843) 763-4388; (843) 284-0401 (Fax)

**ELECTRICAL**

RICHARD G. LELAND, PE  
596 OAK PARK DRIVE  
MT. PLEASANT, SC 29464  
(843) 971-7991; (843) 388-6120 (Fax)

NOVEMBER 4, 2005

© 2005



**Novus 000742**

## TABLE OF CONTENTS – PALMETTO POINTE VILLAS

| Division .....                                      | Section Title.....                                          | Pages |
|-----------------------------------------------------|-------------------------------------------------------------|-------|
| <b>BIDDING REQUIREMENTS AND CONTRACT FORMS</b>      |                                                             |       |
| 00020 .....                                         | Invitation To Bid.....                                      | 1     |
| 00100 .....                                         | Instructions To Bidders.....                                | 1     |
| 00120 .....                                         | Supplementary Instructions To Bidders .....                 | 3     |
| 00310 .....                                         | Bid Form.....                                               | 3     |
| 00510 .....                                         | Agreement Form .....                                        | 1     |
| 00625 .....                                         | Performance Bond And Payment Bond .....                     | 1     |
| 00700 .....                                         | General Conditions Of The Contract.....                     | 1     |
| .....                                               | Addendum to AIA Document A201-1997 General Conditions ..... | 10    |
| <b>DIVISION 1 - GENERAL REQUIREMENTS</b>            |                                                             |       |
| 01100 .....                                         | Summary.....                                                | 2     |
| 01210 .....                                         | Allowances .....                                            | 3     |
| 01230 .....                                         | Alternates .....                                            | 3     |
| 01290 .....                                         | Payment Procedures.....                                     | 4     |
| 01310 .....                                         | Project Management And Coordination .....                   | 5     |
| 01320 .....                                         | Construction Progress Documentation .....                   | 8     |
| 01330 .....                                         | Submittal Procedures .....                                  | 9     |
| 01400 .....                                         | Quality Requirements.....                                   | 6     |
| 01500 .....                                         | Temporary Facilities And Controls .....                     | 6     |
| 01600 .....                                         | Product Requirements.....                                   | 5     |
| 01700 .....                                         | Execution Requirements .....                                | 6     |
| 01731 .....                                         | Cutting And Patching.....                                   | 3     |
| 01770 .....                                         | Closeout Procedures.....                                    | 7     |
| <b>DIVISION 2 - SITE CONSTRUCTION</b>               |                                                             |       |
| 02361 .....                                         | Termite Control.....                                        | 4     |
| 02459 .....                                         | Timber Piles .....                                          | 6     |
| <b>DIVISION 3 – CONCRETE</b>                        |                                                             |       |
| 03301 .....                                         | Cast-in-Place Concrete (Limited Applications) .....         | 5     |
| <b>DIVISION 4 – MASONRY (NOT USED)</b>              |                                                             |       |
| <b>DIVISION 5 - METALS</b>                          |                                                             |       |
| 05500 .....                                         | Metal Fabrications .....                                    | 6     |
| <b>DIVISION 6 - WOOD AND PLASTICS</b>               |                                                             |       |
| 06100 .....                                         | Rough Carpentry.....                                        | 4     |
| 06157 .....                                         | Residential Style Railings.....                             | 5     |
| 06192 .....                                         | Metal Plate-Connected Wood Trusses .....                    | 7     |
| 06401 .....                                         | Exterior Architectural Woodwork.....                        | 5     |
| 06402 .....                                         | Interior Architectural Woodwork.....                        | 6     |
| <b>DIVISION 7 - THERMAL AND MOISTURE PROTECTION</b> |                                                             |       |
| 07180 .....                                         | Traffic Coatings .....                                      | 6     |
| 07210 .....                                         | Building Insulation .....                                   | 4     |
| 07261 .....                                         | Weather Resistant Barriers .....                            | 3     |
| 07311 .....                                         | Asphalt Shingles.....                                       | 9     |
| 07460 .....                                         | Siding .....                                                | 4     |
| 07620 .....                                         | Sheet Metal Flashing And Trim.....                          | 6     |
| 07841 .....                                         | Firestop Systems.....                                       | 7     |
| 07920 .....                                         | Joint Sealants .....                                        | 8     |

TABLE OF CONTENTS  
Palmetto Pointe Villas  
Project No. 2003-1105.03

TOC - 1  
11/9/2005  
SGM Architects, Inc.

**Novus 000743**

|                                                           |                                            |
|-----------------------------------------------------------|--------------------------------------------|
| <b>DIVISION 8 - DOORS AND WINDOWS</b>                     |                                            |
| 08211 .....                                               | Wood Doors ..... 5                         |
| 08250 .....                                               | Entry Door And Frame Assemblies..... 3     |
| 08361 .....                                               | Sectional Overhead Doors ..... 6           |
| 08550 .....                                               | Wood Windows And Doors ..... 6             |
| 08710 .....                                               | Door Hardware ..... 8                      |
| 08800 .....                                               | Glazing ..... 7                            |
| 08830 .....                                               | Mirrors ..... 4                            |
| <b>DIVISION 9 - FINISHES</b>                              |                                            |
| 09260 .....                                               | Gypsum Board Assemblies..... 7             |
| 09310 .....                                               | Ceramic Tile ..... 7                       |
| 09640 .....                                               | Wood Flooring ..... 4                      |
| 09680 .....                                               | Carpet..... 6                              |
| 09910 .....                                               | Painting ..... 8                           |
| <b>DIVISION 10 - SPECIALTIES</b>                          |                                            |
| 10305 .....                                               | Manufactured Fireplaces (Alternate)..... 2 |
| 10550 .....                                               | Postal Specialties ..... 4                 |
| 10801 .....                                               | Toilet And Bath Accessories ..... 3        |
| 10900 .....                                               | Wardrobe And Closet Specialties ..... 3    |
| <b>DIVISION 11 – EQUIPMENT</b>                            |                                            |
| 11451 .....                                               | Residential Appliances ..... 4             |
| 11453 .....                                               | Disappearing Stairs ..... 2                |
| <b>DIVISION 12 - FURNISHINGS</b>                          |                                            |
| 12356 .....                                               | Residential Casework..... 7                |
| <b>DIVISION 13 - SPECIAL CONSTRUCTION (NOT USED)</b>      |                                            |
| <b>DIVISION 14 - CONVEYING SYSTEMS</b>                    |                                            |
| 14240 .....                                               | Hydraulic Elevators (Alternate) ..... 2    |
| <b>DIVISION 15 – MECHANICAL (SEE MECHANICAL DRAWINGS)</b> |                                            |
| <b>DIVISION 16 – ELECTRICAL (SEE ELECTRICAL DRAWINGS)</b> |                                            |
| <b>END OF TABLE OF CONTENTS</b>                           |                                            |

SECTION 00020 - INVITATION TO BID

You are invited by the Owner, Island Pointe, LLC, to bid on a contract for Palmetto Pointe Villas. Bids will be received at the office of the Architect, SGM Architects, Inc., 710 Johnnie Dodds Boulevard, Mt. Pleasant, SC 29464 until 3:00 PM on Wednesday, NOVEMBER 30, 2005. Bids will be privately opened.

Invited Bidders may obtain two sets of documents from A&E Digital Printing, 493 King Street, Charleston, South Carolina 29403 (843-853-5066). Bidders shall return documents in good condition within ten days after date of bid opening. Additional sets may be obtained, by paying the cost of reproduction and handling.

Subcontractors and material suppliers may obtain drawings and specifications upon payment of actual cost of reproduction and handling; payment for which will not be refunded. They may be purchased from A&E Digital Printing, 493 King Street, Charleston, South Carolina 29403 (843-853-5066).

Both performance bond and labor and materials payment bond will be required, each in an amount equal to 100 percent of the Contract Price.

Owner reserves the right to reject any or all Bids and to waive technicalities and informalities.

No bid may be withdrawn for a period of 30 days after date and time set for opening of bids.

There will be a Pre-Bid Conference at the office of the Architect, SGM Architects, Inc., 710 Johnnie Dodds Boulevard, Mt. Pleasant, SC 29464 at 10:00 AM on Tuesday, NOVEMBER 15, 2005.

By: Tommy Browne,  
Owner's Representative

INVITATION TO BID  
Palmetto Pointe Villas  
Project No. 2003-1105.03

00020 - 1  
11/9/2005  
SGM Architects, Inc.

**Novus 000745**

**R-2206**

SECTION 00100 – INSTRUCTIONS TO BIDDERS

PART 1 - GENERAL

1.1 FORM

- A. Instructions to Bidders form shall be AIA Document A701, INSTRUCTIONS TO BIDDERS -1997 EDITION, published by the American Institute of Architects.

END OF SECTION 00100

INSTRUCTIONS TO BIDDERS  
Palmetto Pointe Villas  
Project No. 2003-1105.03

00100 - 1  
11/9/2005  
SGM Architects, Inc.

**Novus 000746**

SECTION 00120 – SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

PART 1 - GENERAL

1.1 GENERAL

- A. The following supplements modify "Instructions to Bidders", AIA Document A701, 1997 Edition. Where portion of Instructions to Bidders is modified or deleted by Supplementary Instructions to Bidders, unaltered portions of Instructions to Bidders shall remain in effect.

1.2 ARTICLE 2 – BIDDERS REPRESENTATIONS

- A. Add Subparagraph 2.1.5:
1. "2.1.5 The Bidder is properly licensed contractor in accordance with State of South Carolina Code."

1.3 ARTICLE 3 – BIDDING DOCUMENTS

- A. Add the following to 3.3.2: "All requests for substitution shall be submitted by bona-fide Bidder, using Standard CSI Substitution Request Form or form attached hereto."

1.4 ARTICLE 4 – BIDDING PROCEDURES

- A. Add Subparagraph 4.1.8:
- "4.1.8 Failure to submit a bid in the form requested or inclusion of any alternates, conditions, limitations or provisions not called for, will render the bid irregular; and shall be considered sufficient cause for rejection of bid. Failure to complete entries in all blanks in the Bid Form shall be considered sufficient cause for rejection of a bid."

- B. Add the following to 4.3.1: "Identify the following on the outside of Bid Envelope as follows:

PALMETTO POINTE VILLAS  
SGM PROJECT NO. 2003-1105.03  
ATTN: MR. TOMMY BROWNE

1.5 ARTICLE 7 - PERFORMANCE AND PAYMENT BOND

- A. Add the following to 7.1.1: "Both a Performance Bond and a Payment Bond will be required, each in an amount equal to one hundred percent of the contract price."

END OF SECTION 00120

Attachment: Sample Format "Substitution Request Form."

SUPPLEMENTARY INSTRUCTIONS TO BIDDERS  
Palmetto Pointe Villas  
Project No. 2003-1105.03

00120 - 1  
11/9/2005  
SGM Architects, Inc.

**Novus 000747**

COMPLETE AND SUBMIT THIS FORM FOR APPROVAL OF SUBSTITUTES. SUBMISSION SHALL BE MADE IN DUPLICATE FOR EACH PROPOSED SUBSTITUTE ITEM.

SUBSTITUTION REQUEST FORM

TO: SGM Architects, Inc., 710 Johnnie Dodds Boulevard, Mt. Pleasant, SC 29464

PROJECT: PALMETTO POINTE VILLAS

We submit for your consideration the following product instead of the specified item for the above project:

| <u>Section</u> | <u>Paragraph</u> | <u>Specified Item</u> |
|----------------|------------------|-----------------------|
| _____          | _____            | _____                 |

Proposed Substitution: \_\_\_\_\_

Attach complete technical data, including laboratory tests, if applicable.

Include complete information on changes to Drawings and/or Specifications which proposed substitution will require for its proper installation.

Fill in blanks below:

A. Does the substitution affect dimensions shown on the drawings?

Yes \_\_\_\_\_ No \_\_\_\_

B. Will the undersigned pay for changes to building design, including engineering and detailing costs caused by the requested substitution?

Yes \_\_\_\_\_ No \_\_\_\_

C. What effect does substitution have on other trades?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

D. Differences between proposed substitution and specified item?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SUPPLEMENTARY INSTRUCTIONS TO BIDDERS  
Palmetto Pointe Villas  
Project No. 2003-1105.03

00120 - 2  
11/9/2005  
SGM Architects, Inc.

**Novus 000748**

E. Manufacturer's guarantees of proposed and specified items are:

Same \_\_\_\_\_ Different (Explain on Attachments)

---

---

---

The Undersigned states that the function, appearance, and quality are equivalent or superior to the specified item.

Submitted by:

\_\_\_\_\_  
Signature

For Use by Design Consultant

\_\_\_\_\_  
Firm

\_\_\_\_ Accepted    \_\_\_\_ Accepted as Noted  
\_\_\_\_ Not Accepted    \_\_\_\_ Received Too Late

\_\_\_\_\_  
Address

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_ TEL/FAX: \_\_\_\_\_

Notes:

---

---

---

---

Attachment to Section 00120 - Supplementary Instructions to Bidders

SUPPLEMENTARY INSTRUCTIONS TO BIDDERS  
Palmetto Pointe Villas  
Project No. 2003-1105.03

00120 - 3  
11/9/2005  
SGM Architects, Inc.

**Novus 000749**

**R-2210**



SECTION 00310 - BID FORM

\_\_\_\_\_  
(Date)

TO: Mr. Tommy Browne  
Island Pointe, LLC  
P.O. Box 943  
Folly Beach, SC 29439

FROM: \_\_\_\_\_  
(Bidder)

\_\_\_\_\_  
(Address)  
\_\_\_\_\_  
\_\_\_\_\_

Gentlemen:

The Undersigned, having carefully examined drawings, project details, specifications, and other documents bound in the Project Manual, for PALMETTO POINTE VILLAS, dated November 4, 2005, Project No. 2003-1105.03, and the following addenda:

Addendum No. \_\_\_\_ Dated \_\_\_\_\_ Addendum No. \_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_ Dated \_\_\_\_\_ Addendum No. \_\_\_\_ Dated \_\_\_\_\_

as well as the premises and conditions affecting the work proposes to furnish all services, labor, materials and equipment called for by them for the entire work in accordance with said documents for the lump sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) which sum is hereinafter called the "Base Bid".

Alternative Bid Prices: The Undersigned further proposes that, should any or all of the following alternates be accepted and be incorporated in the Contract, the Base Bid will be altered in the amount or amounts listed below, as applicable.

Alternate No. 1 – FIREPLACE (PER UNIT):

ADD the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_).

Alternate No. 2 – ELEVATOR (PER UNIT):

ADD the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_).

Alternate No. 3 – BOAT LIFT (PER UNIT):

ADD the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_).

BID FORM  
Palmetto Pointe Villas  
Project No. 2003-1105.03

00310 - 1  
11/9/2005  
SGM Architects, Inc.

**Novus 000750**

**R-2211**

Alternate No. 4 – GENERATOR (PER UNIT):

ADD the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

Alternate No. 5 – SCREENED PORCH ON GREAT ROOM LEVEL (PER UNIT):

ADD the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

Alternate No. 6 – HARDWOOD FLOOR IN BEDROOMS AND HALLS (PER UNIT):

ADD the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

Alternate No. 7 – HARDWOOD TREADS ON STAIRS (PER UNIT):

ADD the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

Alternate No. 8 – CROWN MOLDING IN BEDROOMS AND HALLS (PER UNIT):

ADD the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

Alternate No. 9 – STRUCTURED WIRE (PER UNIT):

ADD the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

**Bid Holding Time:** The Undersigned hereby agrees that this bid may not be revoked or withdrawn after time set for opening bids, but shall remain open for acceptance for a period of SIXTY (60) days following such time.

**Contract Acceptance:** In case the Undersigned be notified in writing by mail, telegraph or delivery of acceptance of this bid within 60 days after the time set for opening of bids, he agrees to execute, within ten days from notice, a contract (AIA Standard Form of Agreement Between Contractor and Owner When A Stipulated Sum Forms the Basis of a Payment, AIA Form A101) for the work for the above-stated amount and at the same time to furnish and deliver to Owner a Performance Bond and a Payment Bond, in the form issued by the American Institute of Architects (AIA Form A312), each in an amount equal to 100 percent of the contract sum.

**Completion Time:** The Undersigned agrees to commence actual physical work at the site, with an adequate force and equipment, within ten calendar days from a date to be established in a "Notice to Proceed" and to substantially complete the work within the following number of consecutive calendar days from such date:

Site: 30 days.

Phase I: 130 days. (Allow an interim of 30 days between Phases I and II.)

Phase II: 130 days. (Allow an interim of 30 days between Phases II and III.)

Phase III: 130 days.

**Liquidated Damages:** The Undersigned understands that should he fail to substantially complete work under this contract within the time specified hereinbefore, or such later date as may result from an authorized extension of time, he will pay to Owner, as liquidated damages, the sum of **ONE-HUNDRED Dollars (\$100.00) PER BUILDING** for each succeeding calendar day, Saturdays, Sundays and Holidays included, that the terms of the contract remain unfulfilled, which sum is agreed upon as the proper measure of liquidated damages which Owner will sustain per diem by failure of undersigned to complete the work by the time stipulated, and this sum is not to be construed as in any sense a penalty.

BID FORM  
Palmetto Pointe Villas  
Project No. 2003-1105.03

00310 - 2  
11/9/2005  
SGM Architects, Inc.

**Novus 000751**

**R-2212**

Bid Security: Enclosed is a Bid Bond or Certified Check in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) being not less than 5 percent of the Base Bid, payable to Owner. The Undersigned agrees that the above-stated amount is the proper measure of liquidated damages which Owner will sustain by failure of the undersigned to execute the Contract, and to furnish the Performance Bond within the ten day period from notice, in case the Bid is accepted by Owner within 60 days after the date set for opening of Bids. The undersigned agrees that, if he is unwilling to execute the contract within the ten day period from notice, or if he fails to furnish both Performance Bond and Payment Bond, the obligation of the Bid Bond will remain in full force and effect, and the moneys payable thereon shall be paid into the funds of Owner as liquidated damages for such failure.

Respectfully submitted,

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

South Carolina Contractor's License No. \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

SEAL IF BIDDER IS A CORPORATION

BID FORM  
Palmetto Pointe Villas  
Project No. 2003-1105.03

00310 - 3  
11/9/2005  
SGM Architects, Inc.

**Novus 000752**

**R-2213**

SECTION 00510 - AGREEMENT FORM

PART 1 - GENERAL

1.1 FORM

- A. Agreement form shall be AIA Document A101, "Standard Form of Agreement Between Owner and Contractor Where the Basis of Payment is a Stipulated Sum, 1997 Edition, published by the American Institute of Architects, a copy of which is available from Architect upon written request.

END OF SECTION 00510

AGREEMENT FORM  
Palmetto Pointe Villas  
Project No. 2003-1105.03

00510 - 1  
11/9/2005  
SGM Architects, Inc.

**Novus 000753**

SECTION 00625 - PERFORMANCE BOND AND PAYMENT BOND

PART 1 - GENERAL

1.1 FORM

- A. The form of Performance and Payment Bonds required under this contract will be AIA Document A312, "Performance Bond and Payment Bond", December 1984 Edition, Published by the American Institute of Architects, copies of which are available from Architects upon written request.

END OF SECTION 00625

PERFORMANCE BOND AND PAYMENT BOND  
Palmetto Pointe Villas  
Project No. 2003-1105.03

00625 - 1  
11/9/2005  
SGM Architects, Inc.

**Novus 000754**

SECTION 00700 - GENERAL CONDITIONS OF THE CONTRACT

PART 1 - GENERAL

1.1 GENERAL CONDITIONS

- A. The "General Conditions of the Contract for Construction", AIA Document A201, 1997 Edition, a standard document of and published by the American Institute of Architects, is hereby made a part of these specifications, and, except as modified and supplemented by section entitled "Supplementary Conditions", are the general conditions on which all contracts for this work will be based. A copy of AIA Document A201 will be included with each copy of the executed contract.

END OF SECTION 00700

GENERAL CONDITIONS OF THE CONTRACT  
Palmetto Pointe Villas  
Project No. 2003-1105.03

00700 - 1  
11/9/2005  
SGM Architects, Inc.

**Novus 000755**

## Addendum to AIA Document A201-1997 General Conditions

2.4.1 Delete entire subparagraph and substitute: "If Contractor defaults or neglects to carry out Work in accordance with Contract Documents or fails to fulfill requirements of Contract, then Owner may, after ten (10) days written notice to Contractor and without prejudice to any other remedy that Owner may have, make good such deficiencies. In such case, appropriate modification will be issued deducting from payments then or thereafter due Contractor the cost of correcting such deficiencies, including costs of Architect's additional services made necessary by such default, neglect, or failure. Architect will approve both such action and the amount charged to Contractor. If payments then or thereafter due Contractor are insufficient to cover such amount, Contractor shall pay difference to Owner."

3.2.3 Delete the last sentence and substitute: "Contractor shall not be liable to Owner or Architect for damage resulting from error, inconsistency, or omission in Contract Documents, unless Contractor discovered, or in the exercise of reasonable diligence should have discovered such error, inconsistency, or omission and failed to report it to Architect. If contractor performs construction activity when Contractor knows, or should know in exercise of reasonable diligence that the activity involves error, inconsistency, or omission in Contract Documents, Contractor shall assume responsibility for such performance and shall bear the attributable costs for correction."

3.3.1 In fourth sentence, after "...timely written notice", insert "and a proposal of corrective changes", before continuing with "to the Owner..."; and, delete the last sentence.

3.4.1 If the Contractor fails to achieve Substantial Completion of the Work within the Time for Completion allowed in the Agreement, the Agency shall be entitled to retain or recover from the Contractor and its Surety, **liquidated damages** and not as a penalty, the following per diem amounts commencing upon the first day following expiration of the specified or adjusted time of performance and continuing until the actual Date of Substantial Completion. Such **liquidated damages** are hereby agreed to be a reasonable estimate of **damages** the Agency will incur as a result of delayed completion of the Work:

*(Insert a breakdown of per diem amounts)*

3.4.2 Delete this subparagraph in its entirety, and substitute the following: Specified materials, equipment, and systems are essential elements of the Contract. If Contractor desires to use another material, equipment, or system in lieu thereof, Contractor shall request approval in writing and shall submit samples and data as required for Architect's consideration. Architect and Owner will be final judge of acceptability of substitution. No substitution shall be made without authority in writing from Architect. Not later than twenty-one (21) days after award of contract, Contractor shall provide a list showing names of manufacturers proposed for each specified product, and applicable name of installer, whether Contractor or subcontractor. Architect will within fourteen (14) days reply in writing to Contractor stating whether Owner or Architect, after due investigation,

has reasonable objection to any such manufacturer or installer. If adequate data on proposed manufacturer or installer is not available, Architect may state that action will be deferred until Contractor provides further data. Contractor shall not make use of a manufacturer, or installer to which Owner or Architect has reasonably objected. Contractor shall receive appropriate adjustment in Contract Sum, Contract Time, or both for making such change unless objection was based on failure of manufacturer or installer to meet requirements of Contract Documents, in which case neither Contract Sum nor Contract Time shall be adjusted. Failure to object to a manufacturer shall not constitute waiver of requirements of Contract Documents. Products furnished by listed manufacturers must conform to such requirements.

3.4.2.1 If Final Completion of the Work is not achieved on or before the thirtieth (30th) calendar day after Substantial Completion, and if Owner has not granted any extension of time, the Contractor shall owe to Owner, not as a penalty but as liquidated damages, the sum stated below liquidated damages for for each and every partial or total calendar day of delay in Final Completion:

*(Insert a breakdown of per diem amounts)*

3.4.3 Owner may deduct liquidated damages described in Subparagraphs 3.4.1 and 3.4.2 from any unpaid amounts then or thereafter due the Contractor under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due the Contractor shall be payable to the Owner by the Contractor or its Surety at the demand of Owner.

3.5 The Contractor shall be entitled to a bonus in the amount of [ ] if the Contractor achieves Substantial Completion of the entire Work within the final adjusted Time for Completion (the "Bonus"); provided, however, that the Bonus shall not be payable until the time of final payment. If the Contractor has earned a Bonus with respect to the Work, the Agency shall have the right, at the Agency's election, to deduct from the Bonus any amounts due from the Contractor to the Agency. The Contractor shall include a provision in each of its subcontracts in excess of [ ] dollars (\$ ) ("Major Subcontracts") that requires the Contractor to pay such Major Subcontractor a share of any Bonus that bears the same ratio to the Bonus as the amount of the Major Subcontract bears to the Contract Sum. In no event shall the Contractor be awarded any portion of the Bonus if the entire Work is not Substantially Complete on or before expiration of the Contract Time for Completion.

*(insert the amount of any bonus ).*

3.9.1. In first sentence, after "The Contractor shall employ, insert "and designate". At the end of the first sentence, after "... of the Work", insert "through final inspection" before ending the sentence, then after first sentence, insert "Contractor shall not change such designation without consent of Owner; and, Owner's consent shall not be unreasonably withheld."



3.1.0.4 Scheduling Consultant. Owner may provide the services of a Construction Scheduler or a Construction Scheduling Consultant. If provided, such services will be set forth in the specification of Progress Schedules. If provided, the purpose of such services is to assist in producing a progress schedule for the Work; however, no express or implied guarantee or warranty is provided by the Owner regarding the suitability of the derived schedules, and the Contractor retains full responsibility for the suitability of the schedules and for conforming to them. Contractor shall fully cooperate in developing a schedule, and shall require the necessary forces assisting the Contractor to likewise cooperate fully.

3.12.6 After "...will do so", insert "prior to providing that which is the subject of the submittal".

312,10 Delete the seventh (next to last) sentence in deference to the Architect's review responsibilities expressed in subparagraph 4.2.7.

3.16.1 Insert at the end of the first sentence ",so that each may perform functions and exercise rights under the Contract Documents" before the period.

4.2.7 Delete first sentence and substitute "The Architect will review and take appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data, and Samples, checking for compliance with the requirements and conformance with the intent of the Contract Documents."

4.3.2 In the first sentence, after "Claims by either party", insert ", except claims of Liquidated Damages,"; after first sentence, add "If the impact of the condition giving rise to the Claim cannot be fully evaluated, a preliminary notice of a pending claim shall be made within the stated time limit subject to further action in a timely manner."

4.3.4 In first numbered clause of first sentence, after "...the Contract Documents" insert "taking into account that unless otherwise stipulated in Contract Documents, excavations and other subsurface construction activity shall be considered unclassified down to design depth, regardless of substrate and abandoned or inactive infrastructures".

4.3.5 In first sentence, after "...written notice as ", delete remainder of sentence beginning with "provided herein shall..." and substitute "required by the Contract Documents shall be given to the Owner by the Contractor, and written notice received by the Contractor from Owner acknowledging the claim and authorizing construction activity to proceed, before the Contractor shall proceed to execute the construction activity giving rise to the claim; thence, the claim shall be addressed under provisions of paragraph 4.4." At end of subparagraph, add "Documentation of claims shall conform to the requirements of Article 7."

4.3.7.1 Delete the entire clause and substitute "To make claim for an increase in Contract Time, Contractor shall give written notice as provided herein, and include an estimate of cost, which shall be limited to that allowed by 8.3.3, and an explanation of the cause and

probable effect on progress of Work. In the case of a continuing delay, only one claim is necessary, and Contractor shall subsequently detail the full scope of the delay."

4.3.9 At the end of this subparagraph, after "...be equitably adjusted", insert "subject to limitations and requirements contained in the Contract Documents".

4.3.10 Delete this subparagraph in its entirety and substitute.

**Claims for Consequential Damages.**

The Contractor waives claims against the Owner for consequential damages arising out of or relating to this Contract due to either party's termination in accordance with Article 14, including principal office expenses, the compensation of personnel stationed at the principal office, and any damages for losses of financing, business, and reputation, and for loss of profit.

5.2.1 In first sentence, delete "as soon as practicable" and insert "within 21 days"; and, delete last sentence from this subparagraph and substitute: "No construction activity shall be commenced by a person or entity in question until all objections have been resolved. If required, Contractor shall furnish evidence satisfactory to Architect, showing each proposed subcontractor is competent to execute work covered by the subcontract. Subcontractors identified as a part of Contractor's bid for this project shall be used in the capacity listed, unless otherwise approved by the Owner in accordance with State Building Commission policy."

6.2.3 Delete second sentence and substitute "The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of improperly timed construction activities, damage to the Work, or defective construction of a separate contractor."

7.2.1.2 After "Contract Sum", insert ", and that the price includes overhead and profit, and represents all direct and indirect costs associated with the change".

7.2.2 Delete entire subparagraph, and substitute "Unless otherwise agreed in writing by Owner and Contractor, the method of determining adjustments in Contract Sum shall be by one or more of the methods set forth in 7.3.3, and shall be based on reasonable expenditures and savings as set forth in subparagraph 7.3.6."

7.3.6 In first sentence, delete "a reasonable allowance for overhead and profit", and substitute "an allowance for overhead and profit in accordance with subparagraph 7.3.10"; and, after the second sentence, which ends with "...appropriate supporting data.", delete the rest of the subparagraph, including the five subordinate clauses, and substitute clauses 7.3.6.1 through 7.3.6.4 as follow:

7.3.6.1 Costs for the purpose of this subparagraph 7.3.6 shall be limited to the following:

7.3.6.1.1 Payroll Expense of labor;

7.3.6.1.2 costs of materials, supplies, and equipment, including cost of transportation thereof, whether incorporated or consumed;

7.3.6.1.3 rental costs of machinery and equipment rented from others, and not more than eighty percent (80%) of the Associated Equipment Distributors Nationally Averaged Rental Rates for Construction Equipment for machinery and equipment belonging to Contractor;

7.3.6.1.4 costs of premiums for bonds and insurance to the extent required by Contract Documents, permit fees, and sales, use, or other similar taxes related to the Work;

7.3.6.1.5 additional Direct Payroll Expense of superintendence directly attributable to authorized overtime; and,

7.3.6.1.6 reasonable Direct Payroll Expense of project manager and clerical work directly attributable to estimating and coordinating the change.

7.3.6.2 The following items are "Class 1 Time-Related Expenses", and shall be considered as costs when Contract Time is extended due to additional work or due to a Class 1 cause defined in 8.3, and solely to the extent directly attributable to extension of time. In all other instances, the following items shall be considered fixed costs already included in the general requirements of the Work for the duration of the Contract Time:

7.3.6.2.1 field offices, sheds, phones, sanitary facilities, on-site utilities, drinking fountains, cleaning, safety programs, and other construction facilities and temporary controls not specifically required for additional work;

7.3.6.2.2 costs of superintendence;

7.3.6.3 Specifically excluded from costs and included in overhead are: Corporate, home office, and branch office overhead, rent, mortgage, off-site utilities, project management, and personnel not otherwise mentioned; capital expenses and interest on capital; and hand tools.

7.3.8 Beginning in the first sentence, after "...to the Owner," delete the rest of the subparagraph and substitute "eligible amounts included in the Contract Sum by the Construction Change Directive for such changes shall be included in the Schedule of Values".

7.3.10 In paragraph 7.3, the allowance for overhead and profit, included in the total cost to Owner, shall be limited to the following:

7.3.10.1 For Contractor performing work with its own forces, or Subcontractor performing work with its own forces or with a sub-subcontractor, allowance shall be 10% overhead and 5% profit.

7.3.10.2 For Contractor, for Work performed by Contractor's Subcontractor, allowance shall be 5% profit on the amount due Subcontractor.

7.3.10.3 Cost to which overhead and profit is to be applied shall be determined in accordance with Subparagraph 7.3.6.

7.3.10.4 To facilitate checking for increases or decreases in the Contract Sum, proposals shall be accompanied by Contractor's complete itemization of costs of work including labor, materials and equipment, plus allowance for overhead and profit.

8.2.2 Delete last sentence.

8.3.1 The basis exists for an extension of time if Contractor is delayed in performing Work, but solely to the extent that delays are unforeseeable, unavoidable, and beyond the control and without fault or negligence, in whole or in part, of Contractor, subcontractors, sub-subcontractors, and suppliers at every tier, and said delays directly impact the Contractor's ability to achieve Substantial Completion in accordance with the Contract Time requirements, and said delays cannot be made up by reasonable efforts otherwise, and said delays stem from the following causes: an act or failure to act on the part of Owner or Architect or an employee of either, or of a separate contractor employed by Owner, abnormal weather, acts of God, riots, civil commotion, acts of War, fire, unavoidable casualties, epidemics, quarantine restrictions, labor disputes, unusual delay in transportation, freight embargoes, or insolvency of subcontractors, sub-subcontractors, or suppliers.

8.3.2 If the basis exists for an extension of time under subparagraph 8.3.1, Owner may accept the reasonable and appropriate time extension as determined by Architect to cover such delay. There will be no corresponding adjustment in Contract Sum, and the sole recourse of Contractor will be entitlement to time extension as provided by Architect regardless of actual source or cause of delay

8.3.3 Neither Owner nor Architect will be obligated or liable to Contractor for, and Contractor hereby expressly waives claims against Owner and Architect on account of damages, costs, expenses, or related impacts which Contractor, subcontractors, sub-subcontractors, suppliers, or other persons may incur as a result of a Class 2 cause enumerated in 8.3.1. Contractor's sole and exclusive remedy and full compensation in such event shall be extension of Contract Time in accordance with provisions of the Contract Documents. Contractor likewise waives claims of damages, costs, or expenses due to a delay resulting from a Class 1 cause except and solely to the extent of costs allowed under 7.3.6.

8.3.4 Claims relating to time shall be made in accordance with applicable provisions of Paragraph 4.3 or shall receive no consideration. If monthly Weather Delay Reports are required by the specifications, then claims for time extension based upon weather delays

will be denied if a submitted report does not corroborate the claim or if no report was submitted when it was required, and Contractor waives the right to such claims.

9.3.1 At the beginning of the subparagraph, delete "At least ten days before", and substitute "Prior to" before continuing with "the date established". In second sentence, after "...shall be notarized", delete ", if required,", before continuing with "and supported by...".

9.3.1.1 After "...Construction Change Directives", delete ", or by interim determinations of the Architect," before continuing with "but not yet...".

9.3.1.2 In first sentence, after "Such applications", delete "may" and substitute "shall" before continuing with "not include requests...".

9.3.2 At the end of the subparagraph, after "...storage and transportation", delete the rest of the last sentence and substitute "to the extent those costs have been included in the Contract Sum and actually incurred. Additional costs, which may be attendant to off-site storage, are the responsibility of the Contractor, and cannot be claimed by Contractor against Owner."

9.5.1.7 At beginning, delete "persistent".

9.6.1.1 Payment is due not later than forty five (45) days after an undisputed Certificate for Payment has been received by Owner. Owner will endeavor to make payment within twenty-one (21) days, but shall not be obligated to do so.

9.7.1 Delete entire paragraph.

9.8.1 Add to this subparagraph: "In order to occupy or utilize the Work for its intended use, Owner must have received complete Product Data, Operating & Maintenance Data, orientation, and training, as may be required by specifications, and use and occupancy permits."

9.8.3 After the first sentence and before the second sentence, insert "Not later than at the time of this inspection, the Contractor will submit its application for payment commensurate with Substantial Completion."

9.8.5 After the first sentence, delete the rest of the subparagraph and substitute "Upon such acceptance and submission by Contractor and certification by Architect of an application for payment with consent of surety, if any, the Owner shall make appropriate reduction in retainage applying to such Work or designated portion of it. Such payment shall be in accordance with clause 9.6.1.2."

9.10.4.1 Delete the opening sentence up to the colon (:) and substitute "The making of final payment shall not constitute a waiver of claims by the Owner for the following".

9.10.4.2 At the beginning of the clause, delete "liens,".

9.10.4.3 After "...the Contract Documents" insert "irrespective of when such failure is discovered".

9.10.5 Delete the subparagraph and substitute "Acceptance of final payment shall constitute a waiver of claims except those previously made in writing and identified as unsettled at the time of final Application for Payment."

9.10.6 Final Payment constituting the entire unpaid balance of Contract Sum, shall be paid by Owner to Contractor when Work has been completed, the Contract fully performed, and a final Certificate for Payment issued by Architect.

9.12 Liquidated Damages. Time being of the essence, Contractor further agrees to accept conditions for liquidated damages in the amount set forth in Contract Documents for each calendar day in excess of allotted time for Substantial Completion, or approved extension thereof, parties agreeing that the amount of damages resulting from delay would be uncertain and difficult to prove, and further agreeing that such liquidated damages set forth in the Owner-Contractor Agreement are a reasonable estimate of those damages which could result from delay.

10.3.3 Delete entire subparagraph.

10.5 Delete entire subparagraph.

11.1.2 Add to subparagraph as follows: Specific lines of coverage and limits of liability provided by Contractor shall be written in a comprehensive form, satisfactory to Owner in the following minimum requirements: Comprehensive General Liability including: Premises/Operations, Underground, explosion, collapse, Products/ Completed Operations, Contractual,Independent Contractors, Owner/Contractor Protective,Broad Form Property Damage, Personal injury (Employment Exclusion deleted). Combined single limits for bodily injury and property damage: Each Occurrence: **\$1,000,000**, Aggregate: **\$2,000,000**. Products and Completed Operations to be maintained for one year after final payment. Comprehensive Automobile Liability: Including owned, hired, and non-owned vehicles; or, if there are no owned vehicles, Contractor may provide written certification of such and provide coverage limited to hired and non-owned vehicles. Bodily injury and property damage combined single limits: Each Occurrence: **\$500,000**. Workers Compensation and Employer's Liability, (without restriction as to whether covered by Workmen's Compensation law).

11.1.3 Delete second sentence and insert: Certificate(s) of insurance provided to attest to coverage shall specifically cite each element of coverage and not less than limits set forth in subparagraph 11.1.2, as confirmation of complete coverage, and shall identify Contractor, Producer, insurance Carrier, Project, and certificate holder, and state Producer's notice requirements as set forth in 11.1.4. The term "Commercial General

Liability" shall mean all of the coverage listed in 11.1.2.1.a unless specifically noted otherwise in the certificate.

11.1.4 Contractor shall notify Owner in writing of changes in coverage or carrier not later than 10 days after notification of Contractor by Producer, or 10 days before Contractor makes a change, whichever occurs first. Contractor shall require that if policies are cancelled or modified before expiration date thereof, Producer shall endeavor to mail 10 days prior written notice to certificate holder named therein.

11.4.7 Delete entire subparagraph.

11.4.9 Delete all except the last sentence and change "such" to "an insured".

11.4.10 After "...loss with insurers" in the first sentence delete the rest of the subparagraph.

11.5.1 Delete entire subparagraph and substitute as follows: Contractor shall provide Contract Bond, in the amount of one hundred percent (100%) of Contract Sum covering faithful performance of contract and payment of obligations arising thereunder.

12.1.2 In third sentence, after "...the Contract Documents," delete "correction" and substitute "uncovering, correction, and recovering" before continuing with "shall be at..."

12.2.2.1 Delete the last sentence of this clause, and substitute: "If Three Year Roof Bond has been provided, then with regard only to the roofing system, its installation, and materials, the one year time period hereunder is extended for two (2) additional years for a total period of three (3) years. Until such time as the three (3) years hereunder have expired, Contractor's obligations hereunder shall be joint and several with Company as defined and set forth in the Roofing System Warranty. For the purpose of Subparagraph 12.2.2, all of Company's actions, whether of omission or commission, pursuant to the Roofing System Warranty are likewise actions of Contractor hereunder and shall in no way negate or reduce the responsibilities of Contractor hereunder."

13.6.1 After "...date payment is" delete the rest of the subparagraph and substitute "past due as stated in subparagraph 9.6.1

14.1.1.1 Delete entire subparagraph.

14.2.1.2 At beginning of clause, delete "persistently or repeatedly refuses or", and substitute "refuses or repeatedly", before continuing with "fails to supply..."

14.2.1.3 At beginning of clause, delete "persistently disregards", and substitute "disregards or repeatedly fails to comply with", before continuing with "laws, ordinances, or..."

14.4.2.2 After "...of the Work" insert "including materials for which Owner has paid and which are stored off-site" before concluding with "; and,".

14.4.3 After "...receive payment for" delete the rest of the subparagraph and substitute "the completed portion of Work plus a fraction of five percent (5%) of the remaining balance of the Contract Sum, which fraction shall be equal to the value of the Work completed divided by the Contract Sum."





# Addendum #1

**DATE:** Wednesday, November 23, 2005

**TO:** Bidders, Owners, and File

**FROM:** Thomas N. Smith, AIA  
Architect of Record, Palmetto Pointe Villas. Job #2003-1105.03

Legare Porcher  
Project Manager, Palmetto Pointe Villas. Job #2003-1105.03

**VIA:** TeleFax & eMail (as PDF attachments)

**RE:** Palmetto Pointe Villas  
Peas Island  
Folly Beach, South Carolina

**PROJECT NO.:** 2003-1105.03

**NUMBER OF PAGES IN ADDENDUM:** 3

This addendum forms a part of the Contract Documents and modifies the original drawings / specifications, cover sheet dated, November 4, 2005.

## I. PROJECT MANUAL

### a. SECTION 00310. BID FORM.

- i. Note the following changes to the Bid Form (Revised Bid Form. Dated as revised November 23, 2005 will be sent under separate cover.)
- ii. Delete Alternate #3 in its entirety.
  1. Replace with **ADDITIONAL INTERIOR PAINT COLOR** as ADD item.
- iii. Delete Alternate #6 in its entirety.
- iv. Delete Alternate #7 in its entirety.
- v. **COMPLETION TIME**
  1. Delete from SITE: "30 Days"
  2. Delete from PHASE I: "130 Days"
  3. Delete from PHASE II: "130 Days"
  4. Delete from PHASE III: "130 Days"

#### 5. REPLACE THIS WITH:

##### a. SITE & PHASE I:

- i. 180 Days to complete 1 (one) building only. The additional 6 buildings are to be completed 14 days later (staggered) for a total **COMPLETION TIME for all of Site & Phase I of 264 calendar days.**

##### b. PHASE II:

- i. Assuming that Phase I has been completed and that Notice to Proceed has been given:
  1. 98 Days to complete the first building in Phase II. The additional 7 buildings are to be completed 14 days later (staggered) for a total **COMPLETION TIME for all of Phase II of 362 calendar days.**

##### c. PHASE III:

- i. Assuming that Phase II has been completed and that Notice to Proceed has been given:



Thomas N. Smith, AIA  
Debra McFalls Chitwood, AIA  
Martin A. Cizler, AIA  
**CHARLESTON**  
710 Johnnie Dodds Blvd., Ste. 310  
Post Office Box 1005  
Mt. Pleasant, SC 29465  
(843) 849-7407 Phone  
(843) 849-6750 Fax  
www.sgm-a.net

1. 84 Days to complete the first building in Phase III. The additional 6 buildings are to be completed 14 days later (staggered) for a total **COMPLETION TIME** for all of **Phase III of 460 calendar days.**
- d. **460 calendar days marks the total time for the project.**
- vi. **LIQUIDATED DAMAGES**
  1. In addition to the clause: "... the sum of ONE-HUNDRED Dollars (\$100.00) PER BUILDING for each succeeding calendar day, Saturdays, Sundays and Holidays included...", add the clause, "... the sum of ONE HUNDRED Dollars (\$100.00) FOR SITE WORK for each succeeding calendar day, Saturdays, Sundays and Holidays included..."
  2. In addition here shall also be a BONUS of FIFTY Dollars (\$50.00) PER BUILDING for each preceding calendar day.
- b. **SECTION 01210. ALLOWANCES.**
  - i. **PART 3-EXECUTION**
    1. 3.3 SCHEDULE OF ALLOWANCES
      - a. Allowance No. 1:
        - i. Include \$9,000.00 per residential unit...
      - b. Allowance No. 2:
        - i. Include \$6,000.00 per residential unit...
          1. Add: NOT including exterior materials or plywood floors which are not a part of allowance.
      - c. **DELETE** Allowance No. 3.
      - d. **DELETE** Allowance No. 4.
      - e. Allowance No. 6:
        - i. Include \$1,200.00 per residential unit...
      - f. **ADD** Allowance No. 7:
        - i. Interior Trim. Material & Labor
          1. Include \$1,200.00 per residential unit...
            - a. Inclusive of \$500.00 for fireplace.
- c. **SECTION 01230. ALTERNATES.**
  - i. **PART 3-EXECUTION**
    - a. Alternate #3 (Item C: BOAT LIFT)
      - i. Delete in its entirety.
    - b. Alternate #6 (Item F: HARDWOOD FLOOR IN BEDROOMS & HALLS)
      - i. Delete in its entirety.
    - c. Alternate #7 (Item G: HARDWOOD TREADS ON STAIRS)
      - i. Delete in its entirety.

## II. DRAWINGS

### a. GENERAL NOTES

#### i. Elevations

1. All vertical exterior siding and porch materials (EXCEPT: handrails, pickets, & Ground Floor lattice) are to be painted Hardiboard or Hardisiding.
  - a. Contractor is to provide a complete covering of the building including exterior walls, fascias, etc. that do not show on the elevations.
2. All exterior railings (railings not in heated enclosed stairs) on porches and exterior stairs are to be a maintenance free vinyl railing system.

3. All wood roof trusses are to be run front to back, not side-to-side as shown on Sheet s S2 & S14.
- b. **SHEET A323**
  - i. **At the First and Second Floor trusses provide blocking & insulation at the floor trusses in each unit.**
  - ii. **Drywall to run continuously from Ground Floor to Roof, with the exception of floor truss and floor decking penetrations.**
- c. **SHEETS A701 & A702**
  - i. **FINISH MATERIAL LEGEND**
    1. **FLOORS**
      - a. **Add the symbol "DCK" with the accompanying finish description: "5/4 x 6 WOOD DECKING"**
  - ii. **ROOM FINISH SCHEDULE**
    1. **ROOM NUMBER: A107**
      - a. **Change Floor Material to symbol to "DCK"**

**END OF ADDENDUM NO. 1**

## SECTION 01100 - SUMMARY

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes the following:
  - 1. Work covered by the Contract Documents.
  - 2. Type of the Contract.
  - 3. Use of premises.
  - 4. Specification formats and conventions.

#### 1.3 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Identification: Palmetto Pointe Villas.
  - 1. Project Location: Folly Beach, SC.
- B. Owner: Island Pointe, LLC, P.O. Box 943, Folly Beach, SC 29439.
- C. Architect: SGM Architects, Inc., 710 Johnnie Dodds Boulevard, Mt. Pleasant, SC 29464.

#### 1.4 TYPE OF CONTRACT

- A. Project will be constructed under a single prime contract.

#### 1.5 WORK SEQUENCE

- A. The Work shall be conducted in 4 phases as follows:
  - 1. Site.
  - 2. Phase I: Units E1 – E12 and D1 – D2.
  - 3. Phase II: Units D3 – D10 and C1 – C8.
  - 4. Phase III: Units A1 – A6 and B1 – B8.

#### 1.6 WORK UNDER OTHER CONTRACTS

- A. Separate Contracts: Owner may award separate contracts for performance of certain construction operations at Project site. Those operations may be conducted simultaneously with work under this Contract.

SUMMARY  
Palmetto Pointe Villas  
Project No. 2003-1105.03

01100 - 1  
11/9/2005  
SGM Architects, Inc.

**Novus 000766**

**R-2231**

- B. Cooperate fully with separate contractors so work on those contracts may be carried out smoothly, without interfering with or delaying work under this Contract.

#### 1.7 USE OF PREMISES

- A. General: Contractor shall have full use of premises for construction operations, including use of Project site, during construction period. Contractor's use of premises is limited only by Owner's right to perform work or to retain other contractors on portions of Project.

#### 1.8 SPECIFICATION FORMATS AND CONVENTIONS

- A. Specification Format: The Specifications are organized into Divisions and Sections using the 16-division format and CSI/CSC's "MasterFormat" numbering system.
  - 1. Section Identification: The Specifications use Section numbers and titles to help cross-referencing in the Contract Documents. Sections in the Project Manual are in numeric sequence; however, the sequence is incomplete because all available Section numbers are not used. Consult the table of contents at the beginning of the Project Manual to determine numbers and names of Sections in the Contract Documents.
  - 2. Division 1: Sections in Division 1 govern the execution of the Work of all Sections in the Specifications.
- B. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
  - 1. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sense requires. Singular words shall be interpreted as plural, and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.
  - 2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Contractor. Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.
    - a. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01100

SUMMARY  
Palmetto Pointe Villas  
Project No. 2003-1105.03

01100 - 2  
11/9/2005  
SGM Architects, Inc.

**Novus 000767**

## SECTION 01210 - ALLOWANCES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements governing allowances.
  - 1. Certain items are specified in the Contract Documents by allowances. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when additional information is available for evaluation. If necessary, additional requirements will be issued by Change Order.
- B. Types of allowances include the following:
  - 1. Lump-sum allowances.
  - 2. Unit-cost allowances.
- C. Related Sections include the following:
  - 1. Division 1 Section "Contract Modification Procedures" for procedures for submitting and handling Change Orders for allowances.
  - 2. Divisions 2 through 16 Sections for items of Work covered by allowances.

#### 1.3 SELECTION AND PURCHASE

- A. At the earliest practical date after award of the Contract, advise Architect of the date when final selection and purchase of each product or system described by an allowance must be completed to avoid delaying the Work.
- B. At Architect's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.
- C. Purchase products and systems selected by Architect from the designated supplier.

#### 1.4 SUBMITTALS

- A. Submit proposals for purchase of products or systems included in allowances, in the form specified for Change Orders.
- B. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.

ALLOWANCES  
Palmetto Pointe Villas  
Project No. 2003-1105.03

01210 - 1  
11/9/2005  
SGM Architects, Inc.

**Novus 000768**

- C. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

#### 1.5 COORDINATION

- A. Coordinate allowance items with other portions of the Work. Furnish templates as required to coordinate installation.

#### 1.6 ALLOWANCES

- A. Allowance shall include cost to Contractor of specific products and materials ordered by Owner under allowance and shall include taxes, freight, and delivery to Project site.
- B. Contractor's costs for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials ordered by Owner under allowance shall be included as part of the Contract Sum and not part of the allowance.

#### 1.7 UNUSED MATERIALS

- A. Return unused materials purchased under an allowance to manufacturer or supplier for credit to Owner, after installation has been completed and accepted.
  - 1. If requested by Architect, prepare unused material for storage by Owner when it is not economically practical to return the material for credit. If directed by Architect, deliver unused material to Owner's storage space. Otherwise, disposal of unused material is Contractor's responsibility.

### PART 2 - PRODUCTS (Not Used)

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

#### 3.2 PREPARATION

- A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

#### 3.3 SCHEDULE OF ALLOWANCES

- A. Allowance No. 1 – COUNTERTOPS: Include \$\_\_\_\_\_ per residential unit for countertops, as indicated on Drawings and as specified in Section 12356.
- B. Allowance No. 2 – FLOORING: Include \$\_\_\_\_\_ per residential unit for flooring, as indicated on Drawings.

ALLOWANCES  
Palmetto Pointe Villas  
Project No. 2003-1105.03

01210 - 2  
11/9/2005  
SGM Architects, Inc.

**Novus 000769**



- C. Allowance No. 3 – CARPET: Include \$2.50 per square foot for carpet material and installation, as specified in Section 09680.
- D. Allowance No. 4 – PAINTING: Include \$\_\_\_\_\_ per residential unit for painting, as indicated on Drawings.
- E. Allowance No. 5 – APPLIANCES: Include \$2000 per residential unit for appliances, as specified in Section 11451.
- F. Allowance No. 6 – LIGHTING FIXTURES: Include \$\_\_\_\_\_ per residential unit for lighting fixtures, as indicated on Drawings.

END OF SECTION 01210

ALLOWANCES  
Palmetto Pointe Villas  
Project No. 2003-1105.03

01210 - 3  
11/9/2005  
SGM Architects, Inc.

**Novus 000770**

## SECTION 01230 - ALTERNATES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for alternates.

#### 1.3 DEFINITIONS

- A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the Bidding Requirements that may be added to or deducted from the Base Bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
  - 1. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.

#### 1.4 PROCEDURES

- A. Coordination: Modify or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
  - 1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.
- B. Notification: Immediately following award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated modifications to alternates.
- C. Execute accepted alternates under the same conditions as other work of the Contract.
- D. Schedule: A Schedule of Alternates is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

ALTERNATES  
Palmetto Pointe Villas  
Project No. 2003-1105.03

01230 - 1  
11/9/2005  
SGM Architects, Inc.

**Novus 000771**

**PART 2 - PRODUCTS (Not Used)**

**PART 3 - EXECUTION**

**3.1 SCHEDULE OF ALTERNATES**

**A. Alternate No. 1 – FIREPLACE:**

1. Base Bid: Provide residential units as indicated without fireplace.
2. Alternate: Add fireplace as indicated on drawings and as specified in Section 10305.
3. State amount to ADD per unit.

**B. Alternate No. 2 – ELEVATOR:**

1. Base Bid: Provide residential units as indicated without elevator.
2. Alternate: Add elevator as indicated on drawings and as specified in Section 14240.
3. State amount to ADD per unit.

**C. Alternate No. 3 – BOAT LIFT:**

1. Base Bid: Provide residential units as indicated without boat lift.
2. Alternate: Add boat lift for 25-foot long boat with 10,000 lb. capacity.
3. State amount to ADD per unit.

**D. Alternate No. 4 – GENERATOR:**

1. Base Bid: Provide residential units as indicated without generator.
2. Alternate: Add 8K automatic power, propane gas generator.
3. State amount to ADD per unit.

**E. Alternate No. 5 – SCREENED PORCH ON GREAT ROOM LEVEL:**

1. Base Bid: Provide residential units as indicated without screened porch on Great Room level.
2. Alternate: Add screened porch on Great Room level as indicated on drawings and as specified in Section 06401.
3. State amount to ADD per unit.

**F. Alternate No. 6 – HARDWOOD FLOOR IN BEDROOMS AND HALLS:**

1. Base Bid: Provide residential units as indicated without hardwood floor in bedrooms and halls.
2. Alternate: Add hardwood floor in bedroom and halls as indicated on drawings and as specified in Section 09640.
3. State amount to ADD per unit.

**G. Alternate No. 7 – HARDWOOD TREADS ON STAIRS:**

1. Base Bid: Provide residential units as indicated without hardwood treads on stairs.
2. Alternate: Add hardwood treads on stairs as indicated on drawings and as specified in Section 06402.
3. State amount to ADD per unit.

ALTERNATES  
Palmetto Pointe Villas  
Project No. 2003-1105.03

01230 - 2  
11/9/2005  
SGM Architects, Inc.

**Novus 000772**

H. Alternate No. 8 – CROWN MOLDING IN BEDROOMS AND HALLS:

1. Base Bid: Provide residential units as indicated without crown molding in bedrooms and halls.
2. Alternate: Add crown molding in bedrooms and halls as indicated on drawings and as specified in Section 06402.
3. State amount to ADD per unit.

I. Alternate No. 9 – STRUCTURED WIRE FOR LAN AND SURROUND SOUND:

1. Base Bid: Provide residential units as indicated without structured wiring.
2. Alternate: Add structured wire for LAN and Surround Sound.
3. State amount to ADD per unit.

END OF SECTION 01230

ALTERNATES  
Palmetto Pointe Villas  
Project No. 2003-1105.03

01230 - 3  
11/9/2005  
SGM Architects, Inc.

**Novus 000773**

## SECTION 01290 - PAYMENT PROCEDURES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.

#### 1.3 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the Schedule of Values with preparation of Contractor's Construction Schedule. Cost-loaded CPM Schedule may serve to satisfy requirements for the Schedule of Values.

1. Correlate line items in the Schedule of Values with other required administrative forms and schedules, including the following:
  - a. Application for Payment forms with Continuation Sheets.
  - b. Submittals Schedule.
  - c. Contractor's Construction Schedule.
2. Submit the Schedule of Values to Architect at earliest possible date but no later than seven days before the date scheduled for submittal of initial Applications for Payment.

- B. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the Schedule of Values. Provide at least one line item for each Specification Section.

1. Identification: Include the following Project identification on the Schedule of Values:
  - a. Project name and location.
  - b. Name of Architect.
  - c. Architect's project number.
  - d. Contractor's name and address.
  - e. Date of submittal.
2. Submit draft of AIA Document G703 Continuation Sheets.
3. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:
  - a. Related Specification Section or Division.
  - b. Description of the Work.
  - c. Name of subcontractor.
  - d. Name of manufacturer or fabricator.
  - e. Name of supplier.
  - f. Change Orders (numbers) that affect value.
  - g. Dollar value.

PAYMENT PROCEDURES  
Palmetto Pointe Villas  
Project No. 2003-1105.03

01290 - 1  
11/9/2005  
SGM Architects, Inc.

**Novus 000774**

- 1) Percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
4. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Provide several line items for principal subcontract amounts, where appropriate. Include separate line items under required principal subcontracts for operation and maintenance manuals, punch list activities, Project Record Documents, and demonstration and training in the amount of 5 percent of the Contract Sum.
5. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
6. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
  - a. Differentiate between items stored on-site and items stored off-site. If specified, include evidence of insurance or bonded warehousing.
7. Provide separate line items in the Schedule of Values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
8. Allowances: Provide a separate line item in the Schedule of Values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.
9. Each item in the Schedule of Values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
  - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expense, at Contractor's option.
10. Schedule Updating: Update and resubmit the Schedule of Values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

#### 1.4 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.
  1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction Work covered by each Application for Payment is the period indicated in the Agreement.
- C. Payment Application Forms: Use AIA Document G702 and AIA Document G703 Continuation Sheets as form for Applications for Payment.
- D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.
  1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.

PAYMENT PROCEDURES  
 Palmetto Pointe Villas  
 Project No. 2003-1105.03

01290 - 2  
 11/9/2005  
 SGM Architects, Inc.

**Novus 000775**

2. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
- E. Transmittal: Submit 3 signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.
1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- F. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's liens from subcontractors, sub-subcontractors, and suppliers for construction period covered by the previous application.
1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
  2. When an application shows completion of an item, submit final or full waivers.
  3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
  4. Submit final Application for Payment with or preceded by final waivers from every entity involved with performance of the Work covered by application who is lawfully entitled to a lien.
  5. Waiver Forms: Submit waivers of lien on forms, executed in a manner acceptable to Owner.
- G. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
1. List of subcontractors.
  2. Schedule of Values.
  3. Contractor's Construction Schedule (preliminary if not final).
  4. Products list.
  5. Schedule of unit prices.
  6. Submittals Schedule (preliminary if not final).
  7. List of Contractor's staff assignments.
  8. List of Contractor's principal consultants.
  9. Copies of building permits.
  10. Copies of authorizations and licenses from authorities having jurisdiction for performance of Work.
  11. Initial progress report.
  12. Report of preconstruction conference.
  13. Certificates of insurance and insurance policies.
  14. Performance and payment bonds.
  15. Data needed to acquire Owner's insurance.
  16. Initial settlement survey and damage report if required.
- H. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
  2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

I. **Final Payment Application:** Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:

1. Evidence of completion of Project closeout requirements.
2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
3. Updated final statement, accounting for final changes to the Contract Sum.
4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
6. AIA Document G707, "Consent of Surety to Final Payment."
7. Evidence that claims have been settled.
8. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
9. Final, liquidated damages settlement statement.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01290

PAYMENT PROCEDURES  
Palmetto Pointe Villas  
Project No. 2003-1105.03

01290 - 4  
11/9/2005  
SGM Architects, Inc.

**Novus 000777**

**R-2242**



## SECTION 01310 - PROJECT MANAGEMENT AND COORDINATION

### PART 1 - GENERAL

#### - 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
  - 1. General project coordination procedures.
  - 2. Administrative and supervisory personnel.
  - 3. Project meetings.
  - 4. Moisture and mold control.

#### 1.3 COORDINATION

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections, that depend on each other for proper installation, connection, and operation.
  - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
  - 2. Coordinate installation of different components with other contractors to ensure maximum accessibility for required maintenance, service, and repair.
  - 3. Make adequate provisions to accommodate items scheduled for later installation.
  - 4. Where availability of space is limited, coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair of all components, including mechanical and electrical.
- B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
  - 1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
  - 1. Preparation of Contractor's Construction Schedule.

PROJECT MANAGEMENT AND COORDINATION  
Palmetto Pointe Villas  
Project No. 2003-1105.03

01310 - 1  
11/9/2005  
SGM Architects, Inc.

**Novus 000778**

2. Preparation of the Schedule of Values.
3. Installation and removal of temporary facilities and controls.
4. Delivery and processing of submittals.
5. Progress meetings.
6. Preinstallation conferences.
7. Project closeout activities.
8. Startup and adjustment of systems.
9. Project closeout activities.

- D. **Moisture and Mold Control:** Coordinate and conduct construction in ways and by methods that comply with environmental regulations and that minimize possible moisture issues that could contribute to contamination, development or mold or other undesirable effects. .

#### 1.4 SUBMITTALS

- A. **Moisture and Mold Control Plan:** Prepare a moisture and mold control plan in accordance with Associated General Contractors' (AGC) recommendations in "Managing the Risk of Mold in the Construction of Buildings".

#### 1.5 PROJECT MEETINGS

- A. **General:** Schedule and conduct meetings and conferences at Project site, unless otherwise indicated.

1. **Attendees:** Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.
2. **Agenda:** Prepare the meeting agenda. Distribute the agenda to all invited attendees.
3. **Minutes:** Record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Architect, within three days of the meeting.

- B. **Preconstruction Conference:** Schedule a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than 15 days after execution of the Agreement. Hold the conference at Project site or another convenient location. Conduct the meeting to review responsibilities and personnel assignments.

1. **Attendees:** Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
2. **Agenda:** Discuss items of significance that could affect progress, including the following:
  - a. Tentative construction schedule.
  - b. Phasing.
  - c. Critical work sequencing and long-lead items.
  - d. Designation of key personnel and their duties.
  - e. Procedures for processing field decisions and Change Orders.
  - f. Procedures for requests for interpretations (RFIs).
  - g. Procedures for testing and inspecting.
  - h. Procedures for processing Applications for Payment.
  - i. Distribution of the Contract Documents.
  - j. Submittal procedures.

PROJECT MANAGEMENT AND COORDINATION  
 Palmetto Pointe Villas  
 Project No. 2003-1105.03

01310 - 2  
 11/9/2005  
 SGM Architects, Inc.

**Novus 000779**

- k. Preparation of Record Documents.
  - l. Use of the premises.
  - m. Work restrictions.
  - n. Owner's occupancy requirements.
  - o. Responsibility for temporary facilities and controls.
  - p. Construction waste management.
  - q. Parking availability.
  - r. Office, work, and storage areas.
  - s. Equipment deliveries and priorities.
  - t. First aid.
  - u. Security.
  - v. Progress cleaning.
  - w. Working hours.
  - x. Moisture and mold control plan.
3. Minutes: Record and distribute meeting minutes.
- C. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity that requires coordination with other construction.
- 1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Architect of scheduled meeting dates.
  - 2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
    - a. The Contract Documents.
    - b. Options.
    - c. Related requests for interpretations (RFIs).
    - d. Related Change Orders.
    - e. Purchases.
    - f. Deliveries.
    - g. Submittals.
    - h. Review of mockups.
    - i. Possible conflicts.
    - j. Compatibility problems.
    - k. Time schedules.
    - l. Weather limitations.
    - m. Manufacturer's written recommendations.
    - n. Warranty requirements.
    - o. Compatibility of materials.
    - p. Acceptability of substrates.
    - q. Temporary facilities and controls.
    - r. Space and access limitations.
    - s. Regulations of authorities having jurisdiction.
    - t. Testing and inspecting requirements.
    - u. Installation procedures.
    - v. Coordination with other work.
    - w. Required performance results.
    - x. Protection of adjacent work.
    - y. Protection of construction and personnel.
    - z. Moisture and mold control plan.
  - 3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.

PROJECT MANAGEMENT AND COORDINATION  
Palmetto Pointe Villas  
Project No. 2003-1105.03

01310 - 3  
11/9/2005  
SGM Architects, Inc.

**Novus 000780**

4. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present.
  5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
- D. Progress Meetings: Conduct progress meetings at biweekly intervals, unless otherwise indicated in Agreement. Coordinate dates of meetings with preparation of payment requests.
1. Attendees: In addition to representatives of Owner and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
  2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
    - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
    - b. Review present and future needs of each entity present, including the following:
      - 1) Interface requirements.
      - 2) Sequence of operations.
      - 3) Status of submittals.
      - 4) Deliveries.
      - 5) Off-site fabrication.
      - 6) Access.
      - 7) Site utilization.
      - 8) Temporary facilities and controls.
      - 9) Work hours.
      - 10) Hazards and risks.
      - 11) Progress cleaning.
      - 12) Quality and work standards.
      - 13) Status of correction of deficient items.
      - 14) Field observations.
      - 15) Requests for interpretations (RFIs).
      - 16) Status of proposal requests.
      - 17) Pending changes.
      - 18) Status of Change Orders.
      - 19) Pending claims and disputes.
      - 20) Documentation of information for payment requests.
      - 21) Moisture and mold control plan.
  3. Minutes: Record and distribute to attendees the meeting minutes.
  4. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present.
    - a. Schedule Updating: Revise Contractor's Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01310

PROJECT MANAGEMENT AND COORDINATION  
Palmetto Pointe Villas  
Project No. 2003-1105.03

01310 - 5  
11/9/2005  
SGM Architects, Inc.

**Novus 000782**

## SECTION 01320 - CONSTRUCTION PROGRESS DOCUMENTATION

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
  - 1. Preliminary Construction Schedule.
  - 2. Contractor's Construction Schedule.
  - 3. Submittals Schedule.
  - 4. Daily construction reports.
  - 5. Material location reports.
  - 6. Field condition reports.
  - 7. Special reports.

#### 1.3 DEFINITIONS

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.
  - 1. Critical activities are activities on the critical path. They must start and finish on the planned early start and finish times.
  - 2. Predecessor Activity: An activity that precedes another activity in the network.
  - 3. Successor Activity: An activity that follows another activity in the network.
- B. Cost Loading: The allocation of the Schedule of Values for the completion of an activity as scheduled. The sum of costs for all activities must equal the total Contract Sum, unless otherwise approved by Architect.
- C. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of Project.
- D. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.
- E. Event: The starting or ending point of an activity.
- F. Float: The measure of leeway in starting and completing an activity.
  - 1. Float time belongs to Owner.

CONSTRUCTION PROGRESS DOCUMENTATION  
Palmetto Pointe Villas  
Project No. 2003-1105.03

01320 - 1  
11/9/2005  
SGM Architects, Inc.

**Novus 000783**

2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.
  3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.
- G. Fragnet: A partial or fragmentary network that breaks down activities into smaller activities for greater detail.
- H. Major Area: A story of construction, a separate building, or a similar significant construction element.
- I. Milestone: A key or critical point in time for reference or measurement.
- J. Network Diagram: A graphic diagram of a network schedule, showing activities and activity relationships.
- K. Resource Loading: The allocation of manpower and equipment necessary for the completion of an activity as scheduled.

#### 1.4 SUBMITTALS

- A. Submittals Schedule: Submit three copies of schedule. Arrange the following information in a tabular format:
1. Scheduled date for first submittal.
  2. Specification Section number and title.
  3. Submittal category (action or informational).
  4. Name of subcontractor.
  5. Description of the Work covered.
  6. Scheduled date for Architect's final release or approval.
- B. Preliminary Construction Schedule: Submit two opaque copies.
- C. Contractor's Construction Schedule: Submit two opaque copies of initial schedule, large enough to show entire schedule for entire construction period.
- D. CPM Reports: Concurrent with CPM schedule, submit three copies of each of the following computer-generated reports. Format for each activity in reports shall contain activity number, activity description, cost and resource loading, original duration, remaining duration, early start date, early finish date, late start date, late finish date, and total float in calendar days.
1. Activity Report: List of all activities sorted by activity number and then early start date, or actual start date if known.
  2. Logic Report: List of preceding and succeeding activities for all activities, sorted in ascending order by activity number and then early start date, or actual start date if known.
  3. Total Float Report: List of all activities sorted in ascending order of total float.
  4. Earnings Report: Compilation of Contractor's total earnings from the Notice to Proceed until most recent Application for Payment.
- E. Daily Construction Reports: Submit two copies at monthly intervals.
- F. Material Location Reports: Submit two copies at monthly intervals.

CONSTRUCTION PROGRESS DOCUMENTATION  
 Palmetto Pointe Villas  
 Project No. 2003-1105.03

01320 - 2  
 11/9/2005  
 SGM Architects, Inc.

**Novus 000784**

G. Field Condition Reports: Submit two copies at time of discovery of differing conditions.

H. Special Reports: Submit two copies at time of unusual event.

#### 1.5 QUALITY ASSURANCE

A. Prescheduling Conference: Conduct conference at Project site to comply with requirements in Division 1 Section "Project Management and Coordination." Review methods and procedures related to the Preliminary Construction Schedule and Contractor's Construction Schedule, including, but not limited to, the following:

1. Review software limitations and content and format for reports.
2. Verify availability of qualified personnel needed to develop and update schedule.
3. Discuss constraints, including interim milestones and partial Owner occupancy.
4. Review delivery dates for Owner-furnished products.
5. Review schedule for work of Owner's separate contracts.
6. Review time required for review of submittals and resubmittals.
7. Review requirements for tests and inspections by independent testing and inspecting agencies.
8. Review time required for completion and startup procedures.
9. Review and finalize list of construction activities to be included in schedule.
10. Review submittal requirements and procedures.
11. Review procedures for updating schedule.
12. Review Contractor's Moisture and Mold Control Plan.

#### 1.6 COORDINATION

A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.

B. Coordinate Contractor's Construction Schedule with the Schedule of Values, list of subcontracts, Submittals Schedule, progress reports, payment requests, and other required schedules and reports.

1. Secure time commitments for performing critical elements of the Work from parties involved.
2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

### PART 2 - PRODUCTS

#### 2.1 SUBMITTALS SCHEDULE

A. Preparation: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, resubmittal, ordering, manufacturing, fabrication, and delivery when establishing dates.

1. Coordinate Submittals Schedule with list of subcontracts, the Schedule of Values, and Contractor's Construction Schedule.



2. Initial Submittal: Submit concurrently with preliminary. Include submittals required during the first 60 days of construction. List those required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
  - a. At Contractor's option, show submittals on the Preliminary Construction Schedule, instead of tabulating them separately.
3. Final Submittal: Submit concurrently with the first complete submittal of Contractor's Construction Schedule.

## 2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Procedures: Comply with procedures contained in AGC's "Construction Planning & Scheduling."
- B. Time Frame: Extend schedule from date established for the Notice to Proceed to date of Substantial Completion.
  1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- C. Activities: Treat each story or separate area as a separate numbered activity for each principal element of the Work. Comply with the following:
  1. Activity Duration: Define activities so no activity is longer than 20 days, unless specifically allowed by Architect.
  2. Procurement Activities: Include procurement process activities for the following long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
  3. Submittal Review Time: Include review and resubmittal times indicated in Division 1 Section "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's Construction Schedule with Submittals Schedule.
  4. Startup and Testing Time: Include appropriate number of days for startup and testing.
  5. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Architect's administrative procedures necessary for certification of Substantial Completion.
- D. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.
  1. Work Restrictions: Show the effect of the following items on the schedule:
    - a. Coordination with existing construction.
    - b. Limitations of continued occupancies.
    - c. Uninterruptible services.
    - d. Partial occupancy before Substantial Completion.
    - e. Use of premises restrictions.
    - f. Provisions for future construction.
    - g. Seasonal variations.
    - h. Environmental control.
- E. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and Final Completion, and the following interim milestones:

1. Construction of fence along northeast property line prior to commencement of other construction.
- F. Cost Correlation: At the head of schedule, provide a cost correlation line, indicating planned and actual costs. On the line, show dollar volume of the Work performed as of dates used for preparation of payment requests.
1. Refer to Division 1 Section "Payment Procedures" for cost reporting and payment procedures.
  2. Contractor shall assign cost to construction activities on the CPM schedule. Costs shall not be assigned to submittal activities unless specified otherwise but may, with Architect's approval, be assigned to fabrication and delivery activities. Costs shall be under required principal subcontracts for testing and commissioning activities, operation and maintenance manuals, punch list activities, Project Record Documents, and demonstration and training (if applicable), in the amount of 5 percent of the Contract Sum.
  3. Each activity cost shall reflect an accurate value subject to approval by Architect.
  4. Total cost assigned to activities shall equal the total Contract Sum.
- G. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis using fragnets to demonstrate the effect of the proposed change on the overall project schedule.
- H. Computer Software: Prepare schedules using "Primavera" or "Project" or other Owner-approved program developed specifically to manage construction schedules.
- 2.3 PRELIMINARY CONSTRUCTION SCHEDULE
- A. Bar-Chart Schedule: Submit preliminary horizontal bar-chart-type construction schedule within seven days of date established for commencement of the Work.
  - B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line. Outline significant construction activities for first 60 days of construction. Include skeleton diagram for the remainder of the Work and a cash requirement prediction based on indicated activities.
- 2.4 CONTRACTOR'S CONSTRUCTION SCHEDULE (CPM SCHEDULE)
- A. General: Prepare network diagrams using AON (activity-on-node) format.
  - B. Preliminary Network Diagram: Submit diagram within 14 days of date established for the Notice to Proceed. Outline significant construction activities for the first 60 days of construction. Include skeleton diagram for the remainder of the Work and a cash requirement prediction based on indicated activities.
  - C. CPM Schedule: Prepare Contractor's Construction Schedule using a computerized, cost- and resource-loaded, time-scaled CPM network analysis diagram for the Work.
    1. Develop network diagram in sufficient time to submit CPM schedule so it can be accepted for use no later than 30 days after date established for the Notice to Proceed.

- a. Failure to include any work item required for performance of this Contract shall not excuse Contractor from completing all work within applicable completion dates, regardless of Architect's approval of the schedule.
  2. Conduct educational workshops to train and inform key Project personnel, including subcontractors' personnel, in proper methods of providing data and using CPM schedule information.
  3. Establish procedures for monitoring and updating CPM schedule and for reporting progress. Coordinate procedures with progress meeting and payment request dates.
  4. Use "one workday" as the unit of time. Include list of nonworking days and holidays incorporated into the schedule.
- D. CPM Schedule Preparation: Prepare a list of all activities required to complete the Work. Using the preliminary network diagram, prepare a skeleton network to identify probable critical paths.
1. Activities: Indicate the estimated time duration, sequence requirements, and relationship of each activity in relation to other activities. Include estimated time frames for the following activities:
    - a. Preparation and processing of submittals.
    - b. Mobilization and demobilization.
    - c. Purchase of materials.
    - d. Delivery.
    - e. Fabrication.
    - f. Utility interruptions.
    - g. Installation.
    - h. Work by Owner that may affect or be affected by Contractor's activities.
    - i. Testing.
  2. Critical Path Activities: Identify critical path activities, including those for interim completion dates. Scheduled start and completion dates shall be consistent with Contract milestone dates.
  3. Processing: Process data to produce output data on a computer-drawn, time-scaled network. Revise data, reorganize activity sequences, and reproduce as often as necessary to produce the CPM schedule within the limitations of the Contract Time.
  4. Format: Mark the critical path. Locate the critical path near center of network; locate paths with most float near the edges.
    - a. Subnetworks on separate sheets are permissible for activities clearly off the critical path.
- E. Initial Issue of Schedule: Prepare initial network diagram from a list of straight "early start-total float" sort. Identify critical activities. Prepare tabulated reports showing the following:
1. Contractor or subcontractor and the Work or activity.
  2. Description of activity.
  3. Principal events of activity.
  4. Immediate preceding and succeeding activities.
  5. Early and late start dates.
  6. Early and late finish dates.
  7. Activity duration in workdays.
  8. Total float or slack time.
  9. Average size of workforce.
  10. Dollar value of activity (coordinated with the Schedule of Values).
- F. Schedule Updating: Concurrent with making revisions to schedule, prepare tabulated reports showing the following:

1. Identification of activities that have changed.
2. Changes in early and late start dates.
3. Changes in early and late finish dates.
4. Changes in activity durations in workdays.
5. Changes in the critical path.
6. Changes in total float or slack time.
7. Changes in the Contract Time.

G. Value Summaries: Prepare two cumulative value lists, sorted by finish dates.

1. In first list, tabulate activity number, early finish date, dollar value, and cumulative dollar value.
2. In second list, tabulate activity number, late finish date, dollar value, and cumulative dollar value.
3. In subsequent issues of both lists, substitute actual finish dates for activities completed as of list date.
4. Prepare list for ease of comparison with payment requests; coordinate timing with progress meetings.
  - a. In both value summary lists, tabulate "actual percent complete" and "cumulative value completed" with total at bottom.
  - b. Submit value summary printouts one week before each regularly scheduled progress meeting.

## 2.5 REPORTS

A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:

1. List of subcontractors at Project site.
2. List of separate contractors at Project site.
3. Approximate count of personnel at Project site.
4. Equipment at Project site.
5. Material deliveries.
6. High and low temperatures and general weather conditions.
7. Accidents.
8. Meetings and significant decisions.
9. Unusual events (refer to special reports).
10. Stoppages, delays, shortages, and losses.
11. Meter readings and similar recordings.
12. Emergency procedures.
13. Orders and requests of authorities having jurisdiction.
14. Change Orders received and implemented.
15. Construction Change Directives received and implemented.
16. Services connected and disconnected.
17. Equipment or system tests and startups.
18. Partial Completions and occupancies.
19. Substantial Completions authorized.
20. Moisture and mold control issues.

B. Material Location Reports: At monthly intervals, prepare and submit a comprehensive list of materials delivered to and stored at Project site. List shall be cumulative, showing materials previously reported plus items recently delivered. Include with list a statement of progress on

and delivery dates for materials or items of equipment fabricated or stored away from Project site.

- C. Field Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare and submit a detailed report. Submit with a request for interpretation on CSI Form 13.2A. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

## 2.6 SPECIAL REPORTS

- A. General: Submit special reports directly to Owner within one day of an occurrence. Distribute copies of report to parties affected by the occurrence.
- B. Reporting Unusual Events: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, response by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise Owner in advance when these events are known or predictable.

## PART 3 - EXECUTION

### 3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.
  - 1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
  - 2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
  - 3. As the Work progresses, indicate Actual Completion percentage for each activity.
- B. Distribution: Distribute copies of approved schedule to Architect, Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
  - 1. Post copies in Project meeting rooms and temporary field offices.
  - 2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

END OF SECTION 01320

CONSTRUCTION PROGRESS DOCUMENTATION  
Palmetto Pointe Villas  
Project No. 2003-1105.03

01320 - B  
11/9/2005  
SGM Architects, Inc.

**Novus 000790**

## SECTION 01330 - SUBMITTAL PROCEDURES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.

#### 1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information that requires Architect's responsive action.
- B. Informational Submittals: Written information that does not require Architect's responsive action. Submittals may be rejected for not complying with requirements.

#### 1.4 SUBMITTAL PROCEDURES

- A. General: Electronic copies of CAD Drawings of the Contract Drawings will not be provided by Architect for Contractor's use in preparing submittals.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
  - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
  - 2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
- C. Submittals Schedule: Comply with requirements in Division 1 Section "Construction Progress Documentation" for list of submittals and time requirements for scheduled performance of related construction activities.
- D. Processing Time: Allow enough time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
  - 1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
  - 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.

SUBMITTAL PROCEDURES  
Palmetto Pointe Villas  
Project No. 2003-1105.03

01330 - 1  
11/9/2005  
SGM Architects, Inc.

**Novus 000791**

3. Concurrent Consultant Review: Where the Contract Documents indicate that submittals may be transmitted simultaneously to Architect and to Architect's consultants, allow 21 days for review of each submittal.
  4. Resubmittal Review: Allow 15 days for review of each resubmittal.
- E. Identification: Place a permanent label or title block on each submittal for identification.
1. Indicate name of firm or entity that prepared each submittal on label or title block.
  2. Provide a space approximately 6 by 8 inches on label or beside title block to record Contractor's review and approval markings and action taken by Architect.
  3. Include the following information on label for processing and recording action taken:
    - a. Project name.
    - b. Date.
    - c. Name and address of Architect.
    - d. Name and address of Contractor.
    - e. Name and address of subcontractor.
    - f. Name and address of supplier.
    - g. Name of manufacturer.
    - h. Submittal number or other unique identifier, including revision identifier.
    - i. Number and title of appropriate Specification Section.
    - j. Drawing number and detail references, as appropriate.
    - k. Location(s) where product is to be installed, as appropriate.
    - l. Other necessary identification.
- F. Deviations: Highlight, encircle, or otherwise specifically identify deviations from the Contract Documents on submittals.
- G. Additional Copies: Unless additional copies are required for final submittal, and unless Architect observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.
1. Submit one copy of submittal to concurrent reviewer in addition to specified number of copies to Architect.
  2. Additional copies submitted for maintenance manuals will not be marked with action taken and will be returned.
- H. Transmittal: Package each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Architect will return submittals, without review, received from sources other than Contractor.
1. Transmittal Form: Use Architect approved form.
  2. On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Architect on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same label information as related submittal.
- I. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
1. Note date and content of previous submittal.
  2. Note date and content of revision in label or title block and clearly indicate extent of revision.
  3. Resubmit submittals until they are marked "Approved."

- J. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- K. Use for Construction: Use only final submittals with mark indicating "Approved" taken by Architect.

## - PART 2 - PRODUCTS

### 2.1 ACTION SUBMITTALS

- A. General: Prepare and submit Action Submittals required by individual Specification Sections.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
  - 1. If information must be specially prepared for submittal because standard printed data are not suitable for use, submit as Shop Drawings, not as Product Data.
  - 2. Mark each copy of each submittal to show which products and options are applicable.
  - 3. Include the following information, as applicable:
    - a. Manufacturer's written recommendations.
    - b. Manufacturer's product specifications.
    - c. Manufacturer's installation instructions.
    - d. Standard color charts.
    - e. Manufacturer's catalog cuts.
    - f. Wiring diagrams showing factory-installed wiring.
    - g. Printed performance curves.
    - h. Operational range diagrams.
    - i. Mill reports.
    - j. Standard product operation and maintenance manuals.
    - k. Compliance with specified referenced standards.
    - l. Testing by recognized testing agency.
    - m. Application of testing agency labels and seals.
    - n. Notation of coordination requirements.
  - 4. Submit Product Data before or concurrent with Samples.
  - 5. Number of Copies: Submit three copies of Product Data for submittals to be reviewed by Architect; submit four copies of Product Data for submittals to be reviewed by consultants, unless otherwise indicated. Architect will return two copies. Mark up and retain one returned copy as a Project Record Document.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
  - 1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
    - a. Dimensions.
    - b. Identification of products.
    - c. Fabrication and installation drawings.
    - d. Roughing-in and setting diagrams.
    - e. Wiring diagrams showing field-installed wiring, including power, signal, and control wiring.
    - f. Shopwork manufacturing instructions.

SUBMITTAL PROCEDURES  
Palmetto Pointe Villas  
Project No. 2003-1105.03

01330 - 3  
11/9/2005  
SGM Architects, Inc.

**Novus 000793**



- g. Templates and patterns.
  - h. Schedules.
  - i. Design calculations.
  - j. Compliance with specified standards.
  - k. Notation of coordination requirements.
  - l. Notation of dimensions established by field measurement.
  - m. Relationship to adjoining construction clearly indicated.
  - n. Seal and signature of professional engineer if specified.
  - o. Wiring Diagrams: Differentiate between manufacturer-installed and field-installed wiring.
- 2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches but no larger than 30 by 40 inches .
  - 3. Number of Copies: Submit three (3) opaque (bond) copies of each submittal to be reviewed by Architect; submit four (4) copies of each submittal to be reviewed by consultants. Architect will return two copies. Mark up and retain one returned copy as a Project Record Document.
- D. Samples: Prepare physical units of materials or products, including the following:
- 1. Comply with requirements in Division 1 Section "Quality Requirements" for mockups.
  - 2. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
  - 3. Preparation: Mount, display or package Samples in manner specified to facilitate review of qualities indicated. Prepare Sample to match Architect's sample where so indicated. Attach label on unexposed side that includes the following:
    - a. Generic description of Sample.
    - b. Product name and name of manufacturer.
    - c. Sample source.
    - d. Compliance with recognized standards.
    - e. Number and title of appropriate Specification Section.
  - 4. Submit Samples for review of kind, color, pattern, and texture for a final check of these characteristics with other elements and for a comparison of these characteristics between final submittal and actual component as delivered and installed.
    - a. If variation in color, pattern, texture, or other characteristic is inherent in the product represented by a Sample, submit at least three sets of paired units that show approximate limits of the variations.
    - b. Refer to individual Specification Sections for requirements for Samples that illustrate workmanship, fabrication techniques, details of assembly, connections, operation and similar construction characteristics.
  - 5. Number of Samples for Initial Selection: Submit one (1) full set of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.
  - 6. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
  - 7. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing

color, texture, and pattern; color range sets; and components used for independent testing and inspection.

- a. Number of Samples: Submit two sets of Samples. Architect will retain one Sample set; remainder will be returned.

- E. Product Schedule or List: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:

1. Type of product. Include unique identifier for each product.
2. Number and name of room or space.
3. Location within room or space.
4. Number of Copies: Submit three copies of product schedule or list, unless otherwise indicated. Architect will return two copies.

- a. Mark up and retain one returned copy as a Project Record Document.

- F. Submittals Schedule: Comply with requirements specified in Division 1 Section "Construction Progress Documentation."

- G. Application for Payment: Comply with requirements specified in Division 1 Section "Payment Procedures."

- H. Schedule of Values: Comply with requirements specified in Division 1 Section "Payment Procedures."

- I. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:

1. Name, address, and telephone number of entity performing subcontract or supplying products.
2. Number and title of related Specification Section(s) covered by subcontract.
3. Drawing number and detail references, as appropriate, covered by subcontract.

## 2.2 INFORMATIONAL SUBMITTALS

- A. General: Prepare and submit Informational Submittals required by other Specification Sections.

1. Number of Copies: Submit two copies of each submittal, unless otherwise indicated. Architect will not return copies.
2. Certificates and Certifications: Provide a notarized statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
3. Test and Inspection Reports: Comply with requirements specified in Division 1 Section "Quality Requirements."

- B. Contractor's Construction Schedule: Comply with requirements specified in Division 1 Section "Construction Progress Documentation."

- C. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.

SUBMITTAL PROCEDURES  
Palmetto Pointe Villas  
Project No. 2003-1105.03

01330 - 5  
11/9/2005  
SGM Architects, Inc.

**Novus 000795**

- D. **Certificates:** Prepare written statements on manufacturer's letterhead certifying that item complies with requirements in the Contract Documents. Include evidence of experience where required.
- E. **Product Test Reports:** Prepare written reports indicating current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- F. **Research/Evaluation Reports:** Prepare written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
1. Name of evaluation organization.
  2. Date of evaluation.
  3. Time period when report is in effect.
  4. Product and manufacturers' names.
  5. Description of product.
  6. Test procedures and results.
  7. Limitations of use.
- G. **Maintenance Data:** Prepare written and graphic instructions and procedures for operation and normal maintenance of products and equipment. Comply with requirements specified in Division 1 Section "Operation and Maintenance Data."
- H. **Design Data:** Prepare written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.
- I. **Manufacturer's Instructions:** Prepare written or published information that documents manufacturer's recommendations, guidelines, and procedures for installing or operating a product or equipment. Include name of product and name, address, and telephone number of manufacturer. Include the following, as applicable:
1. Preparation of substrates.
  2. Required substrate tolerances.
  3. Sequence of installation or erection.
  4. Required installation tolerances.
  5. Required adjustments.
  6. Recommendations for cleaning and protection.
- J. **Insurance Certificates and Bonds:** Prepare written information indicating current status of insurance or bonding coverage. Include name of entity covered by insurance or bond, limits of coverage, amounts of deductibles, if any, and term of the coverage.

## 2.3 DELEGATED DESIGN

- A. **Performance and Design Criteria:** Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.

SUBMITTAL PROCEDURES  
Palmetto Pointe Villas  
Project No. 2003-1105.03

01330 - 6  
11/9/2005  
SGM Architects, Inc.

**Novus 000796**

1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.
- B. Delegated-Design Submittal: In addition to Shop Drawings, Product Data, and other required submittals, submit three copies of a statement, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.
  1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

### PART 3 - EXECUTION

#### 3.1 CONTRACTOR'S REVIEW

- A. Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.
  1. Any deviations in the submittals from the requirements of the Project Manual shall be clearly identified in writing by Contractor and submitted to Architect/Engineer for compliance.
- B. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

#### 3.2 ARCHITECT'S/ ACTION

- A. General: Architect will not review submittals that do not bear Contractor's approval stamp and will return them without action.
- B. Action Submittals: Architect will review each submittal, make marks to indicate corrections or modifications required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken, as follows:
  1. Approved: Where submittals are marked "Approved," that part of Work covered by submittal may proceed provided it complies with requirements of Contract Documents; final acceptance will depend upon that compliance.
  2. Approved as Noted: When submittals are marked "Approved as Noted," that part of Work covered by submittal may proceed provided it complies with notations or corrections on submittal and requirements of Contract Documents; final acceptance will depend on that compliance.
  3. Revise and Resubmit: When submittal is marked "Revise and Resubmit," do not proceed with that part of Work covered by submittal, including purchasing, fabrication, delivery, or other activity. Revise or prepare new submittal in accordance with notations; resubmit without delay. Repeat if necessary to obtain different action mark.
  4. Other Action: Where submittal is primarily for information or record purposes, special processing or other activity, submittal will be returned, marked "Not Reviewed".

- C. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.
- D. Partial submittals are not acceptable, will be considered nonresponsive, and will be returned without review.
- E. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

END OF SECTION 01330

Attachment: Submittal Form

SUBMITTAL PROCEDURES  
Palmetto Pointe Villas  
Project No. 2003-1105.03

01330 - 8  
11/9/2005  
SGM Architects, Inc.

**Novus 000798**

**R-2263**

# SGM Architects, Inc.

710 Johnnie Dodds Boulevard, Mt. Pleasant, SC 29464 843 • 849 • 7407 Fax 843 • 849 • 6750

## SUBMITTAL FORM

### PALMETTO POINTE VILLAS

Date: \_\_\_\_\_

Submittal Name: \_\_\_\_\_

Specification No: \_\_\_\_\_

Contractor: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Subcontractor/Supplier : \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Contractor's Stamp

Architect's Action

Forwarded to: \_\_\_\_\_ On: \_\_\_\_\_

Due to Contractor on: \_\_\_\_\_

SUBMITTAL PROCEDURES  
Palmetto Pointe Villas  
Project No. 2003-1105.03

01330 - 9  
11/9/2005  
SGM Architects, Inc.

**Novus 000799**

**R-2264**

## SECTION 01400 - QUALITY REQUIREMENTS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
  - 1. Specific quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
  - 2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
  - 3. Requirements for Contractor to provide quality-assurance and -control services required by Architect, Owner, Project Manager, or authorities having jurisdiction are not limited by provisions of this Section.

#### 1.3 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect or Project Manager.
- C. Mockups: Full-size, physical assemblies that are constructed on-site. Mockups are used to verify selections made under sample submittals, to demonstrate aesthetic effects and, where indicated, qualities of materials and execution, and to review construction, coordination, testing, or operation; they are not Samples. Approved mockups establish the standard by which the Work will be judged.
- D. Preconstruction Testing: Tests and inspections that are performed specifically for the Project before products and materials are incorporated into the Work to verify performance or compliance with specified criteria.

- E. **Product Testing:** Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with industry standards.
- F. **Source Quality-Control Testing:** Tests and inspections that are performed at the source, i.e., plant, mill, factory, or shop.
- G. **Field Quality-Control Testing:** Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- H. **Testing Agency:** An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- I. **Installer/Applicator/Erector:** Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
- J. **Experienced:** When used with an entity, "experienced" means having successfully completed a minimum of five previous projects similar in size and scope to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

#### 1.4 CONFLICTING REQUIREMENTS

- A. **General:** If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to Architect for a decision before proceeding.
- B. **Minimum Quantity or Quality Levels:** The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

#### 1.5 SUBMITTALS

- A. **Qualification Data:** For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- B. **Schedule of Tests and Inspections:** Prepare in tabular form and include the following:
  - 1. Specification Section number and title.
  - 2. Description of test and inspection.
  - 3. Identification of applicable standards.
  - 4. Identification of test and inspection methods.
  - 5. Number of tests and inspections required.
  - 6. Time schedule or time span for tests and inspections.
  - 7. Entity responsible for performing tests and inspections.
  - 8. Requirements for obtaining samples.
  - 9. Unique characteristics of each quality-control service.

QUALITY REQUIREMENTS  
 Palmetto Pointe Villas  
 Project No. 2003-1105.03

01400 - 2  
 11/9/2005  
 SGM Architects, Inc.

**Novus 000801**



C. Reports: Prepare and submit certified written reports that include the following:

1. Date of issue.
2. Project title and number.
3. Name, address, and telephone number of testing agency.
4. Dates and locations of samples and tests or inspections.
5. Names of individuals making tests and inspections.
6. Description of the Work and test and inspection method.
7. Identification of product and Specification Section.
8. Complete test or inspection data.
9. Test and inspection results and an interpretation of test results.
10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
12. Name and signature of laboratory inspector.
13. Recommendations on retesting and reinspectng.

D. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.6 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this Article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- C. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar to those indicated for this Project in material, design, and extent.
- F. Specialists: Certain sections of the Specifications require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
  1. Requirement for specialists shall not supersede building codes and regulations governing the Work.

- G. **Testing Agency Qualifications:** An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 548; and with additional qualifications specified in individual Sections; and where required by authorities having jurisdiction, that is acceptable to authorities.
1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
  2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.
- H. **Factory-Authorized Service Representative Qualifications:** An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- I. **Preconstruction Testing:** Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:
1. Contractor responsibilities include the following:
    - a. Provide test specimens representative of proposed products and construction.
    - b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
    - c. Provide sizes and configurations of test assemblies, mockups, and laboratory mockups to adequately demonstrate capability of products to comply with performance requirements.
    - d. Build site-assembled test assemblies and mockups using installers who will perform same tasks for Project.
    - e. When testing is complete, remove test specimens, assemblies, and mockups; do not reuse products on Project.
  2. **Testing Agency Responsibilities:** Submit a certified written report of each test, inspection, and similar quality-assurance service to Architect and Project Manager, with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.
- J. **Mockups:** Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:
1. Build mockups in location and of size indicated or, if not indicated, as directed by Architect or Project Manager.
  2. Notify Architect and Project Manager seven days in advance of dates and times when mockups will be constructed.
  3. Demonstrate the proposed range of aesthetic effects and workmanship.
  4. Obtain Architect's and Project Manager's approval of mockups before starting work, fabrication, or construction.
    - a. Allow seven days for initial review and each re-review of each mockup.
  5. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
  6. Demolish and remove mockups when directed, unless otherwise indicated.

## 1.7 QUALITY CONTROL

- A. **Contractor Responsibilities:** Unless otherwise indicated, Contractor will engage a qualified testing agency to perform testing and inspection services.
1. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
  2. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
  3. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
  4. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.
- B. **Manufacturer's Field Services:** Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Division 1 Section "Submittal Procedures."
- C. **Retesting/Reinspecting:** Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- D. **Testing Agency Responsibilities:** Cooperate with Architect, Project Manager, and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
1. Notify Architect, Project Manager, and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
  2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
  3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
  4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
  5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
  6. Do not perform any duties of Contractor.
- E. **Associated Services:** Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
1. Access to the Work.
  2. Incidental labor and facilities necessary to facilitate tests and inspections.
  3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
  4. Facilities for storage and field curing of test samples.
  5. Delivery of samples to testing agencies.
  6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
  7. Security and protection for samples and for testing and inspecting equipment at Project site.

- F. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
  - 1. Schedule times for tests, inspections, obtaining samples, and similar activities.
- G. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents. Submit schedule within 30 days of date established for the Notice to Proceed.
  - 1. Distribution: Distribute schedule to Owner, Architect, Project Manager, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

## PART 2 - PRODUCTS (Not Used)

## PART 3 - EXECUTION

### 3.1 TEST AND INSPECTION LOG

- A. Prepare a record of tests and inspections. Include the following:
  - 1. Date test or inspection was conducted.
  - 2. Description of the Work tested or inspected.
  - 3. Date test or inspection results were transmitted to Architect.
  - 4. Identification of testing agency or special inspector conducting test or inspection.
- B. Maintain log at Project site. Post changes and modifications as they occur. Provide access to test and inspection log for Architect's and Project Manager's reference during normal working hours.

### 3.2 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
  - 1. Provide materials and comply with installation requirements specified in other Specification Sections. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible.
  - 2. Comply with the Contract Document requirements for Division 1 Section "Cutting and Patching."
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 01400

QUALITY REQUIREMENTS  
Palmetto Pointe Villas  
Project No. 2003-1105.03

01400 - 6  
11/9/2005  
SGM Architects, Inc.

**Novus 000805**

## SECTION 01500 - TEMPORARY FACILITIES AND CONTROLS

### PART 1 - GENERAL

#### -1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Temporary utilities include, but are not limited to, the following:
  - 1. Water service and distribution.
  - 2. Sanitary facilities, including toilets, wash facilities, and drinking-water facilities.
  - 3. Heating and cooling facilities.
  - 4. Ventilation.
  - 5. Electric power service.
  - 6. Lighting.
  - 7. Telephone service.
- C. Support facilities include, but are not limited to, the following:
  - 1. Dewatering facilities and drains.
  - 2. Project identification and temporary signs.
  - 3. Field offices.
  - 4. Storage and fabrication sheds.
  - 5. Lifts and hoists.
  - 6. Construction aids and miscellaneous services and facilities.
- D. Security and protection facilities include, but are not limited to, the following:
  - 1. Environmental protection.
  - 2. Stormwater control.
  - 3. Tree and plant protection.
  - 4. Site enclosure fence.
  - 5. Barricades, warning signs, and lights.
  - 6. Temporary enclosures.

#### 1.3 USE CHARGES

- A. General: Cost or use charges for temporary facilities shall be included in the Contract Sum. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Owner's construction forces, Architect, testing agencies, and authorities having jurisdiction.

TEMPORARY FACILITIES AND CONTROLS  
Palmetto Pointe Villas  
Project No. 2003-1105.03

01500 - 1  
11/9/2005  
SGM Architects, Inc.

- B. Sewer Service: Pay sewer service use charges for sewer usage, by all parties engaged in construction, at Project site.
- C. Water Service: Pay water service use charges, whether metered or otherwise, for water used by all entities engaged in construction activities at Project site.
- D. Electric Power Service: Pay electric power service use charges for electricity used by all entities for construction operations.

#### 1.4 QUALITY ASSURANCE

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

#### 1.5 PROJECT CONDITIONS

- A. Temporary Use of Permanent Facilities: Installer of each permanent service shall assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

### PART 2 - PRODUCTS

#### 2.1 TEMPORARY FACILITIES

- A. Field Offices, General: Prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading.
- B. Common-Use Field Office: Of sufficient size to accommodate needs of construction personnel. Keep office clean and orderly.
- C. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations.
  - 1. Store combustible materials apart from building.

#### 2.2 MATERIALS

- A. General: Provide new materials. Undamaged, previously used materials in serviceable condition may be used if approved by Architect. Provide materials suitable for use intended.
- B. Chain-Link Fencing: Minimum 2-inch, 0.148-inch-thick, galvanized steel, chain-link fabric fencing; minimum 6 feet high with galvanized steel pipe posts; minimum 2-3/8-inch-OD line posts and 2-7/8-inch-OD corner and pull posts, with 1-5/8-inch-OD top rails.
- C. Tarpaulins: Fire-resistive labeled with flame-spread rating of 15 or less.

TEMPORARY FACILITIES AND CONTROLS  
Palmetto Pointe Villas  
Project No. 2003-1105.03

01500 - 2  
11/9/2005  
SGM Architects, Inc.

Novus 000807

- D. Water: Potable.

## 2.3 EQUIPMENT

- A. General: Provide equipment suitable for use intended.
- B. Fire Extinguishers: Hand carried, portable, UL rated. Provide class and extinguishing agent as indicated or a combination of extinguishers of NFPA-recommended classes for exposures.
  - 1. Comply with NFPA 10 and NFPA 241 for classification, extinguishing agent, and size required by location and class of fire exposure.
- C. Self-Contained Toilet Units: Single-occupant units of chemical, aerated recirculation, or combustion type; vented; fully enclosed with a glass-fiber-reinforced polyester shell or similar nonabsorbent material.
- D. Drinking-Water Fixtures: Containerized, tap-dispenser, bottled-water drinking-water units, including paper cup supply.
- E. Heating Equipment: Unless Owner authorizes use of permanent heating system, provide vented, self-contained, liquid-propane-gas or fuel-oil heaters with individual space thermostatic control.
  - 1. Use of gasoline-burning space heaters, open-flame heaters, or salamander-type heating units is prohibited.
  - 2. Heating Units: Listed and labeled, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use for type of fuel being consumed.
- F. Electrical Outlets: Properly configured, NEMA-polarized outlets to prevent insertion of 110- to 120-V plugs into higher-voltage outlets; equipped with ground-fault circuit interrupters, reset button, and pilot light.
- G. Power Distribution System Circuits: Where permitted and overhead and exposed for surveillance, wiring circuits, not exceeding 125-V ac, 20-A rating, and lighting circuits may be nonmetallic sheathed cable.

## PART 3 - EXECUTION

### 3.1 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

### 3.2 TEMPORARY UTILITY INSTALLATION

- A. General: Install temporary service or connect to existing service.

TEMPORARY FACILITIES AND CONTROLS  
Palmetto Pointe Villas  
Project No. 2003-1105.03

01500 - 3  
11/9/2005  
SGM Architects, Inc.

**Novus 000808**

- B. **Sewers and Drainage:** If sewers are available, provide temporary connections to remove effluent that can be discharged lawfully. If sewers are not available or cannot be used, provide drainage ditches, dry wells, stabilization ponds, and similar facilities. If neither sewers nor drainage facilities can be lawfully used for discharge of effluent, provide containers to remove and dispose of effluent off-site in a lawful manner.
1. Filter out excessive soil, construction debris, chemicals, oils, and similar contaminants that might clog sewers or pollute waterways before discharge.
  2. Connect temporary sewers to municipal system as directed by sewer department officials.
  3. Maintain temporary sewers and drainage facilities in a clean, sanitary condition. After heavy use, restore normal conditions promptly.
  4. Provide temporary filter beds, settlement tanks, separators, and similar devices to purify effluent to levels acceptable to authorities having jurisdiction.
- C. **Water Service:** Install water service and distribution piping in sizes and pressures adequate for construction until permanent water service is in use. Sterilize temporary water piping before use.
- D. **Sanitary Facilities:** Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
1. **Toilets:** Install self-contained toilet units. Shield toilets to ensure privacy.
  2. **Wash Facilities:** Install wash facilities supplied with potable water at convenient locations for personnel who handle materials that require wash up. Dispose of drainage properly. Supply cleaning compounds appropriate for each type of material handled.
- E. **Heating and Cooling:** Provide temporary heating and cooling required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed.
- F. **Ventilation and Humidity Control:** Provide temporary ventilation required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce ambient condition required and minimize energy consumption.
- G. **Electric Power Service:** Provide weatherproof, grounded electric power service and distribution system of sufficient size, capacity, and power characteristics during construction period. Include meters, transformers, overload-protected disconnecting means, automatic ground-fault interrupters, and main distribution switchgear.
- H. **Lighting:** Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.
1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.
- I. **Telephone Service:** Provide temporary telephone service in common-use facilities for use by all construction personnel. Install telephone line(s) for each field office.



### 3.3 SUPPORT FACILITIES INSTALLATION

- A. General: Comply with the following:
  - 1. Provide incombustible construction for offices, shops, and sheds located within construction area or within 30 feet of building lines. Comply with NFPA 241.
  - 2. Maintain support facilities until near Substantial Completion. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.
- B. Project Identification and Temporary Signs: Provide Project identification and other signs as directed by Architect. Install signs where indicated to inform public and individuals seeking entrance to Project. Unauthorized signs are not permitted.
  - 1. Provide temporary, directional signs for construction personnel and visitors.
  - 2. Maintain and touchup signs so they are legible at all times.
- C. Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water.
  - 1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties nor endanger permanent Work or temporary facilities.
- D. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with Division 1 for progress cleaning requirements.
- E. Common-Use Field Office: Provide an insulated, weathertight, air-conditioned field office for use as a common facility by all personnel engaged in construction activities; of sufficient size to accommodate required office personnel and meetings of 10 persons at Project site. Keep office clean and orderly.
- F. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment involved, including temporary utility services. Sheds may be open shelters or fully enclosed spaces within building or elsewhere on-site.
- G. Lifts and Hoists: Provide facilities for hoisting materials and personnel. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.
- H. Temporary Use of Permanent Stairs: Cover finished, permanent stairs with protective covering of plywood or similar material so finishes will be undamaged at time of acceptance.

### 3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
- B. Temporary Erosion and Sedimentation Control: Provide measures to prevent soil erosion and discharge of soil-bearing water runoff and airborne dust to adjacent properties and walkways, according to requirements of authorities having jurisdiction.

TEMPORARY FACILITIES AND CONTROLS  
Palmetto Pointe Villas  
Project No. 2003-1105.03

01500 - 5  
11/9/2005  
SGM Architects, Inc.

**Novus 000810**

- C. **Stormwater Control:** Comply with authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.
- D. **Tree and Plant Protection:** Comply with requirements specified in Division 2.
- E. **Pest Control:** Engage pest-control service to recommend practices to minimize attraction and harboring of rodents, roaches, and other pests and to perform extermination and control procedures at regular intervals so Project will be free of pests and their residues at Substantial Completion. Obtain extended warranty for Owner. Perform control operations lawfully, using environmentally safe materials.
- F. **Security Enclosure and Lockup:** Install substantial temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security.
- G. **Temporary Enclosures:** Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.
- H. **Temporary Fire Protection:** Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241.

### 3.5 OPERATION, TERMINATION, AND REMOVAL

- A. **Supervision:** Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. **Maintenance:** Maintain facilities in good operating condition until removal.
- C. **Temporary Facility Changeover:** Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.
- D. **Termination and Removal:** Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.

END OF SECTION 01500

## SECTION 01600 - PRODUCT REQUIREMENTS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; product substitutions; and comparable products.

#### 1.3 SUBMITTALS

- A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
  - 1. Substitution Request Form: Use Form included at end of this Section.
  - 2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
    - a. Statement indicating why specified material or product cannot be provided.
    - b. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors, that will be necessary to accommodate proposed substitution.
    - c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
    - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
    - e. Samples, where applicable or requested.
    - f. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
    - g. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
    - h. Research/evaluation reports evidencing compliance with building code in effect for Project, from a model code organization acceptable to authorities having jurisdiction.
    - i. Detailed comparison of Contractor's Construction Schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating lack of availability or delays in delivery.
    - j. Cost information, including a proposal of change, if any, in the Contract Sum.

- k. Contractor's certification that proposed substitution complies with requirements in the Contract Documents and is appropriate for applications indicated.
    - l. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
  - 3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within 3 days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 10 days of receipt of request, or 5 days of receipt of additional information or documentation, whichever is later.
    - a. Form of Acceptance: Change Order.
    - b. Use product specified if Architect cannot make a decision on use of a proposed substitution within time allocated.
- B. Basis-of-Design Product Specification Submittal: Comply with requirements in Division 1 Section "Submittal Procedures." Show compliance with requirements.

#### 1.4 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft. Comply with manufacturer's written instructions.
- B. Delivery and Handling:
  - 1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
  - 2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
  - 3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
  - 4. Inspect products on delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.
- C. Storage:
  - 1. Store products to allow for inspection and measurement of quantity or counting of units.
  - 2. Store materials in a manner that will not endanger Project structure.
  - 3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
  - 4. Store cementitious products and materials on elevated platforms.
  - 5. Store foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
  - 6. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
  - 7. Protect stored products from damage and liquids from freezing.

#### 1.5 PRODUCT WARRANTIES

PRODUCT REQUIREMENTS  
 Palmetto Pointe Villas  
 Project No. 2003-1105.03

01600 - 2  
 11/9/2005  
 SGM Architects, Inc.

**Novus 000813**

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
  - 1. Manufacturer's Warranty: Preprinted written warranty published by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
  - 2. Special Warranty: Written warranty required by or incorporated into the Contract Documents, either to extend time limit provided by manufacturer's warranty or to provide more rights for Owner.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution. Submit a draft for approval before final execution.
  - 1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
  - 2. Refer to Divisions 2 through 16 Sections for specific content requirements and particular requirements for submitting special warranties.
- C. Submittal Time: Comply with requirements in Division 1 Section "Closeout Procedures."

## PART 2 - PRODUCTS

### 2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise indicated, that are new at time of installation.
  - 1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
  - 2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
  - 3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
  - 4. Where products are accompanied by the term "as selected," Architect will make selection.
  - 5. Where products are accompanied by the term "match sample," sample to be matched is Architect's.
  - 6. Descriptive, performance, and reference standard requirements in the Specifications establish "salient characteristics" of products.
  - 7. Or Equal: Where products are specified by name and accompanied by the term "or equal" or "or approved equal" or "or approved," comply with provisions in Part 2 "Comparable Products" Article to obtain approval for use of an unnamed product.
- B. Product Selection Procedures:
  - 1. Product: Where Specifications name a single product and manufacturer, provide the named product that complies with requirements.
  - 2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements.

PRODUCT REQUIREMENTS  
Palmetto Pointe Villas  
Project No. 2003-1105.03

01600 - 3  
11/9/2005  
SGM Architects, Inc.

**Novus 000814**

3. **Products:** Where Specifications include a list of names of both products and manufacturers, provide one of the products listed that complies with requirements.
4. **Manufacturers:** Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements.
5. **Product Options:** Where Specifications indicate that sizes, profiles, and dimensional requirements on Drawings are based on a specific product or system, provide the specified product or system. Comply with provisions in Part 2 "Product Substitutions" Article for consideration of an unnamed product or system.
6. **Basis-of-Design Product:** Where Specifications name a product and include a list of manufacturers, provide the specified product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product by the other named manufacturers.
7. **Visual Matching Specification:** Where Specifications require matching an established Sample, select a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.
  - a. If no product available within specified category matches and complies with other specified requirements, comply with provisions in Part 2 "Product Substitutions" Article for proposal of product.
8. **Visual Selection Specification:** Where Specifications include the phrase "as selected from manufacturer's colors, patterns, textures" or a similar phrase, select a product that complies with other specified requirements.
  - a. **Standard Range:** Where Specifications include the phrase "standard range of colors, patterns, textures" or similar phrase, Architect will select color, pattern, density, or texture from manufacturer's product line that does not include premium items.
  - b. **Full Range:** Where Specifications include the phrase "full range of colors, patterns, textures" or similar phrase, Architect will select color, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

## 2.2 PRODUCT SUBSTITUTIONS

- A. **Timing:** Architect will consider requests for substitution if received within 60 days after commencement of the Work. Requests received after that time may be considered or rejected at discretion of Architect.
- B. **Conditions:** Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
  1. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
  2. Requested substitution does not require extensive revisions to the Contract Documents.
  3. Requested substitution is consistent with the Contract Documents and will produce indicated results.
  4. Substitution request is fully documented and properly submitted.
  5. Requested substitution will not adversely affect Contractor's Construction Schedule.

PRODUCT REQUIREMENTS  
 Palmetto Pointe Villas  
 Project No. 2003-1105.03

01600 - 4  
 11/9/2005  
 SGM Architects, Inc.

**Novus 000815**

6. Requested substitution has received necessary approvals of authorities having jurisdiction.
7. Requested substitution is compatible with other portions of the Work.
8. Requested substitution has been coordinated with other portions of the Work.
9. Requested substitution provides specified warranty.

## 2.3 COMPARABLE PRODUCTS

- A. Conditions: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
  1. Evidence that the proposed product does not require extensive revisions to the Contract Documents, that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
  2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
  3. Evidence that proposed product provides specified warranty.
  4. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
  5. Samples, if requested.

## PART 3 - EXECUTION (Not Used)

END OF SECTION 01600

PRODUCT REQUIREMENTS  
Palmetto Pointe Villas  
Project No. 2003-1105.03

01600 - 5  
11/9/2005  
SGM Architects, Inc.

**Novus 000816**

## SECTION 01700 - EXECUTION REQUIREMENTS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes general procedural requirements governing execution of the Work including, but not limited to, the following:
  - 1. Construction layout.
  - 2. Field engineering and surveying.
  - 3. General installation of products.
  - 4. Progress cleaning.
  - 5. Starting and adjusting.
  - 6. Protection of installed construction.
  - 7. Correction of the Work.

#### 1.3 SUBMITTALS

- A. Qualification Data: For land surveyor.
- B. Final Property Survey: Submit 10 copies showing the Work performed and record survey data.

#### 1.4 QUALITY ASSURANCE

- A. Land Surveyor Qualifications: A professional land surveyor who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing land-surveying services of the kind indicated.

### PART 2 - PRODUCTS (Not Used)

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Existing Conditions: The existence and location of site improvements, utilities, and other construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of mechanical and electrical systems and other construction affecting the Work.

EXECUTION REQUIREMENTS  
Palmetto Pointe Villas  
Project No. 2003-1105.03

01700 - 1  
11/9/2005  
SGM Architects, Inc.

**Novus 000817**



1. Before construction, verify the location and points of connection of utility services.
- B. Existing Utilities: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities and other construction affecting the Work.
1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; and underground electrical services.
  2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
- C. Acceptance of Conditions: Examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
1. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
    - a. Description of the Work.
    - b. List of detrimental conditions, including substrates.
    - c. List of unacceptable installation tolerances.
    - d. Recommended corrections.
  2. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
  3. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
  4. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
  5. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.
- 3.2 PREPARATION
- A. Existing Utility Information: Furnish information to local utility that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.
- B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Architect. Include a detailed description of problem encountered, together with recommendations for changing the Contract Documents. Submit requests on CSI Form 13.2A, "Request for Interpretation."

### 3.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Architect promptly.
- B. General: Engage a land surveyor to lay out the Work using accepted surveying practices.
  - 1. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.
  - 2. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
  - 3. Inform installers of lines and levels to which they must comply.
  - 4. Check the location, level and plumb, of every major element as the Work progresses.
  - 5. Notify Architect when deviations from required lines and levels exceed allowable tolerances.
  - 6. Close site surveys with an error of closure equal to or less than the standard established by authorities having jurisdiction.
- C. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and invert elevations.
- D. Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, column grids, and floor levels, including those required for mechanical and electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations.
- E. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Architect.

### 3.4 FIELD ENGINEERING

- A. Identification: Owner will identify existing benchmarks, control points, and property corners.
- B. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.
  - 1. Do not change or relocate existing benchmarks or control points without prior written approval of Architect. Report lost or destroyed permanent benchmarks or control points promptly. Report the need to relocate permanent benchmarks or control points to Architect before proceeding.
  - 2. Replace lost or destroyed permanent benchmarks and control points promptly. Base replacements on the original survey control points.
- C. Benchmarks: Establish and maintain a minimum of two permanent benchmarks on Project site, referenced to data established by survey control points. Comply with authorities having jurisdiction for type and size of benchmark.
  - 1. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.

EXECUTION REQUIREMENTS  
Palmetto Pointe Villas  
Project No. 2003-1105.03

01700 - 3  
11/9/2005  
SGM Architects, Inc.

**Novus 000819**

2. Where the actual location or elevation of layout points cannot be marked, provide temporary reference points sufficient to locate the Work.
  3. Remove temporary reference points when no longer needed. Restore marked construction to its original condition.
- D. Final Property Survey: Prepare a final property survey showing significant features (real property) for Project. Include on the survey a certification, signed by land surveyor, that principal metes, bounds, lines, and levels of Project are accurately positioned as shown on the survey.
1. Show boundary lines, monuments, streets, site improvements and utilities, existing improvements and significant vegetation, adjoining properties, acreage, grade contours, and the distance and bearing from a site corner to a legal point.
  2. Recording: At Substantial Completion, have the final property survey recorded by or with authorities having jurisdiction as the official "property survey."

### 3.5 INSTALLATION

- A. General: Locate the Work and components of the Work accurately; in correct alignment and elevation, as indicated.
1. Make vertical work plumb and make horizontal work level.
  2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
  3. Conceal pipes, ducts, and wiring in finished areas, unless otherwise indicated.
  4. Maintain minimum headroom clearance of 8 feet (2.4 m) in spaces without a suspended ceiling.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- F. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- G. Anchors and Fasteners: Provide anchors and fasteners as required to anchor each component securely in place, accurately located and aligned with other portions of the Work.
1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
  2. Allow for building movement, including thermal expansion and contraction.
  3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and

EXECUTION REQUIREMENTS  
 Palmetto Pointe Villas  
 Project No. 2003-1105.03

01700 - 4  
 11/9/2005  
 SGM Architects, Inc.

**Novus 000820**

items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

- H. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- I. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

### 3.6 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Coordinate progress cleaning for joint-use areas where more than one installer has worked. Enforce requirements strictly. Dispose of materials lawfully.
  - 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
  - 2. Do not hold materials more than 7 days during normal weather or 3 days if the temperature is expected to rise above 80 deg F (27 deg C).
  - 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
  - 1. Remove liquid spills promptly.
  - 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Waste Disposal: Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.
- H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.

EXECUTION REQUIREMENTS  
Palmetto Pointe Villas  
Project No. 2003-1105.03

01700 - 5  
11/9/2005  
SGM Architects, Inc.

**Novus 000821**

- J. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

### 3.7 STARTING AND ADJUSTING

- A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- B. Adjust operating components for proper operation without binding. Adjust equipment for proper operation.
- C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- D. Manufacturer's Field Service: If a factory-authorized service representative is required to inspect field-assembled components and equipment installation, comply with qualification requirements in Division 1 Section "Quality Requirements."

### 3.8 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Comply with manufacturer's written instructions for temperature and relative humidity.

### 3.9 CORRECTION OF THE WORK

- A. Repair or remove and replace defective construction. Restore damaged substrates and finishes. Comply with requirements in Division 1 Section "Cutting and Patching."
  - 1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.
- B. Restore permanent facilities used during construction to their specified condition.
- C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.
- D. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.
- E. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

END OF SECTION 01700

EXECUTION REQUIREMENTS  
Palmetto Pointe Villas  
Project No. 2003-1105.03

01700 - 6  
11/9/2005  
SGM Architects, Inc.

**Novus 000822**

## SECTION 01731 - CUTTING AND PATCHING

### PART 1 - GENERAL

#### -1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes procedural requirements for cutting and patching.

#### 1.3 QUALITY ASSURANCE

- A. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.
- B. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.
- C. Miscellaneous Elements: Do not cut and patch miscellaneous elements or related components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety. Miscellaneous elements include the following:
  - 1. Water, moisture, or vapor barriers.
  - 2. Membranes and flashings.
  - 3. Exterior curtain-wall construction.
  - 4. Equipment supports.
  - 5. Piping, ductwork, vessels, and equipment.
  - 6. Noise- and vibration-control elements and systems.
- D. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
  - 1. If possible, retain original Installer or fabricator to cut and patch exposed Work listed below. If it is impossible to engage original Installer or fabricator, engage another recognized, experienced, and specialized firm.
    - a. Roofing.
    - b. Firestopping.
    - c. HVAC enclosures, cabinets or covers.

### PART 2 - PRODUCTS

CUTTING AND PATCHING  
Palmetto Pointe Villas  
Project No. 2003-1105.03

01731 - 1  
11/9/2005  
SGM Architects, Inc.

**Novus 000823**

## 2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections.
- B. In-Place Materials: Use materials identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
  - 1. If identical materials are unavailable or cannot be used, use materials that, when installed, will match the visual and functional performance of in-place materials.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.
  - 1. Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with in-place finishes or primers.
  - 2. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Temporary Support: Provide temporary support of Work to be cut.
- B. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- C. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.

### 3.3 PERFORMANCE

- A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
  - 1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
  - 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size

required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.

2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
4. Excavating and Backfilling: Comply with requirements in applicable Division 2 Sections where required by cutting and patching operations.
5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
6. Proceed with patching after construction operations requiring cutting are complete.

C. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections.

1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.
2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
  - a. Where patching occurs in a painted surface, apply primer and intermediate paint coats over the patch and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.
4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition.

D. Cleaning: Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar materials.

END OF SECTION 01731



## SECTION 01770 - CLOSEOUT PROCEDURES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
  - 1. Inspection procedures.
  - 2. Project Record Documents.
  - 3. Operation and maintenance manuals.
  - 4. Warranties.
  - 5. Instruction of Owner's personnel.
  - 6. Final cleaning.

#### 1.3 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.
  - 1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
  - 2. Advise Owner of pending insurance changeover requirements.
  - 3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
  - 4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
  - 5. Prepare and submit Project Record Documents, operation and maintenance manuals, Final Completion construction photographs and photographic negatives, damage or settlement surveys, property surveys, **paint color schedules** and similar final record information.
  - 6. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
  - 7. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
  - 8. Complete startup testing of systems.
  - 9. Submit test/adjust/balance records.
  - 10. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
  - 11. Advise Owner of changeover in heat and other utilities.
  - 12. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.

CLOSEOUT PROCEDURES  
Palmetto Pointe Villas  
Project No. 2003-1105.03

01770 - 1  
11/9/2005  
SGM Architects, Inc.

**Novus 000826**

13. Complete final cleaning requirements, including touchup painting.
  14. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
  2. Results of completed inspection will form the basis of requirements for Final Completion.

#### 1.4 FINAL COMPLETION

- A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:
1. Submit a final Application for Payment according to Division 1 Section "Payment Procedures."
  2. Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
  3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
  4. Submit pest-control final inspection report and warranty.
  5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training videotapes.
- B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

#### 1.5 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Preparation: Submit three copies of list. Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction. Use CSI Form 14.1A or other Architect approved form.
1. Organize list of spaces in sequential order, starting with exterior areas first and proceeding from lowest floor to highest floor.
  2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
  3. Include the following information at the top of each page:
    - a. Project name.

CLOSEOUT PROCEDURES  
 Palmetto Pointe Villas  
 Project No. 2003-1105.03

01770 - 2  
 11/9/2005  
 SGM Architects, Inc.

**Novus 000827**

- b. Date.
- c. Name of Architect.
- d. Name of Contractor.
- e. Page number.

#### 1.6 PROJECT RECORD DOCUMENTS

- A. General: Do not use Project Record Documents for construction purposes. Protect Project Record Documents from deterioration and loss. Provide access to Project Record Documents for Architect's reference during normal working hours.
- B. Record Drawings: Maintain and submit one set of blue- or black-line white prints of Contract Drawings and Shop Drawings.
  - 1. Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.
    - a. Give particular attention to information on concealed elements that cannot be readily identified and recorded later.
    - b. Accurately record information in an understandable drawing technique.
    - c. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.
    - d. Mark Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. Where Shop Drawings are marked, show cross-reference on Contract Drawings.
  - 2. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at the same location.
  - 3. Mark important additional information that was either shown schematically or omitted from original Drawings.
  - 4. Note Construction Change Directive numbers, Change Order numbers, alternate numbers, and similar identification where applicable.
  - 5. Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location. Organize into manageable sets; bind each set with durable paper cover sheets. Include identification on cover sheets.
- C. Record Specifications: Submit one copy of Project's Specifications, including addenda and contract modifications. Mark copy to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
  - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
  - 2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
  - 3. Note related Change Orders, Record Drawings, and Product Data, where applicable.
- D. Record Product Data: Submit one copy of each Product Data submittal. Mark one set to indicate the actual product installation where installation varies substantially from that indicated in Product Data.
  - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.

2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
  3. Note related Change Orders, Record Drawings, and Record Specifications, where applicable.
  4. Product Data Summary: Submit to Architect, a summary listing, in electronic format, of products, manufacturers, suppliers and contact information.
- E. Miscellaneous Record Submittals: Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

#### 1.7 OPERATION AND MAINTENANCE MANUALS

- A. Assemble two complete sets of operation and maintenance data indicating the operation and maintenance of each system, subsystem, and piece of equipment not part of a system. Include operation and maintenance data required in individual Specification Sections and as follows:
1. Operation Data:
    - a. Emergency instructions and procedures.
    - b. System, subsystem, and equipment descriptions, including operating standards.
    - c. Operating procedures, including startup, shutdown, seasonal, and weekend operations.
    - d. Description of controls and sequence of operations.
    - e. Piping diagrams.
  2. Maintenance Data:
    - a. Manufacturer's information, including list of spare parts.
    - b. Name, address, and telephone number of Installer or supplier.
    - c. Maintenance procedures.
    - d. Maintenance and service schedules for preventive and routine maintenance.
    - e. Maintenance record forms.
    - f. Sources of spare parts and maintenance materials.
    - g. Copies of maintenance service agreements.
    - h. Copies of warranties and bonds.
- B. Organize operation and maintenance manuals into suitable sets of manageable size. Bind and index data in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, with pocket inside the covers to receive folded oversized sheets. Identify each binder on front and spine with the printed title "OPERATION AND MAINTENANCE MANUAL," Project name, and subject matter of contents.

#### 1.8 WARRANTIES

- A. Submittal Time: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.
- B. Partial Occupancy: Submit properly executed warranties within 15 days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor.

CLOSEOUT PROCEDURES  
Palmetto Pointe Villas  
Project No. 2003-1105.03

01770 - 4  
11/9/2005  
SGM Architects, Inc.

**Novus 000829**

- C. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
  - 1. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
  - 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
  - 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
- D. Provide additional copies of each warranty to include in operation and maintenance manuals.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

## PART 3 - EXECUTION

### 3.1 DEMONSTRATION AND TRAINING

- A. Instruction: Instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.
  - 1. Provide instructors experienced in operation and maintenance procedures.
  - 2. Provide instruction at mutually agreed-on times. For equipment that requires seasonal operation, provide similar instruction at the start of each season.
  - 3. Schedule training with Owner, through Architect, with at least seven days' advance notice.
  - 4. Coordinate instructors, including providing notification of dates, times, length of instruction, and course content.
- B. Program Structure: Develop an instruction program that includes individual training modules for each system and equipment not part of a system, as required by individual Specification Sections. For each training module, develop a learning objective and teaching outline. Include instruction for the following:
  - 1. System design and operational philosophy.
  - 2. Review of documentation.
  - 3. Operations.
  - 4. Adjustments.
  - 5. Troubleshooting.
  - 6. Maintenance.
  - 7. Repair.

CLOSEOUT PROCEDURES  
Palmetto Pointe Villas  
Project No. 2003-1105.03

01770 - 5  
11/9/2005  
SGM Architects, Inc.

**Novus 000830**

### 3.2 FINAL CLEANING

- A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
  - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:
    - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
    - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
    - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
    - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
    - e. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
    - f. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
    - g. Sweep concrete floors broom clean in unoccupied spaces.
    - h. Vacuum carpet and similar soft surfaces, removing debris and excess nap; shampoo if visible soil or stains remain.
    - i. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
    - j. Remove labels that are not permanent.
    - k. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
      - 1) Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.
    - l. Wipe surfaces of mechanical and electrical equipment, elevator equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
    - m. Replace parts subject to unusual operating conditions.
    - n. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
    - o. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
    - p. Clean ducts, blowers and coils if units were operated without filter during construction.
    - q. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, and those noticeably dimmed by hours of use, and

defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

r. Leave Project clean and ready for occupancy.

C. Pest Control: Engage an experienced, licensed exterminator to make a final inspection and rid Project of rodents, insects, and other pests. Prepare a report.

D. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

END OF SECTION 01770

CLOSEOUT PROCEDURES  
Palmetto Pointe Villas  
Project No. 2003-1105.03

01770 - 7  
11/9/2005  
SGM Architects, Inc.

**Novus 000832**

## SECTION 02361 - TERMITE CONTROL

### PART 1 - GENERAL

#### - 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes the following for termite control:

- 1. Soil treatment.

#### 1.3 SUBMITTALS

- A. Product Data: Treatments and application instructions, including EPA-Registered Label.
- B. Product Certificates: Signed by manufacturers of termite control products certifying that treatments furnished comply with requirements.
- C. Qualification Data: For firms and persons specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.
- D. Soil Treatment Application Report: After application of termiticide is completed, submit report for Owner's record information, including the following as applicable:
  - 1. Date and time of application.
  - 2. Moisture content of soil before application.
  - 3. Brand name and manufacturer of termiticide.
  - 4. Quantity of undiluted termiticide used.
  - 5. Dilutions, methods, volumes, and rates of application used.
  - 6. Areas of application.
  - 7. Water source for application.
- E. Test Results: Furnish written test results, performed by South Carolina Department of Fertilizer and Pest Control, showing that treatment meets requirements of specifications.
- F. Warranties: Special warranties specified in this Section.

#### 1.4 QUALITY ASSURANCE

- A. Applicator Qualifications: A PCO who is licensed according to regulations of authorities having jurisdiction to apply termite control treatment in jurisdiction where Project is located and who is

TERMITE CONTROL  
Palmetto Pointe Villas  
Project No. 2003-1105.03

02361 - 1  
11/9/2005  
SGM Architects, Inc.

**Novus 000833**



experienced and has completed termite control treatment similar to that indicated for this Project and whose work has a record of successful in-service performance.

- B. Regulatory Requirements: Formulate and apply termiticides, and label with a Federal registration number, to comply with EPA regulations and authorities having jurisdiction.
- C. Standards for Application: Current edition of South Carolina Division of Regulatory and Public Service Programs Standard 27-1085.

#### 1.5 PROJECT CONDITIONS

- A. Environmental Limitations: To ensure penetration, do not treat soil that is water saturated or frozen. Do not treat soil while precipitation is occurring. Comply with EPA-Registered Label requirements and requirements of authorities having jurisdiction.

#### 1.6 COORDINATION

- A. Coordinate soil treatment application with excavating, filling, and grading and concreting operations. Treat soil under footings, grade beams, and ground-supported slabs, before construction.

#### 1.7 WARRANTY

- A. General Warranty: Special warranty specified in this Article shall not deprive Owner of other rights Owner may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by Contractor under requirements of the Contract Documents.
- B. Special Warranty: Written warranty, signed by applicator and Contractor certifying that termite control work, consisting of applied soil termiticide treatment, will prevent infestation of subterranean termites. If subterranean termite activity or damage is discovered during warranty period, re-treat soil and repair or replace damage caused by termite infestation.
- C. Warranty Period: Five years from date of Substantial Completion.
- D. Monitoring and Continued Service: Monitoring and continued service with applicator shall be responsibility of the Owner after the first year.

#### 1.8 MAINTENANCE SERVICE

- A. Continuing Service: Provide a proposal for continuing service, including monitoring, inspection and retreatment for occurrences of termite activity, from applicator to Owner, in the form of a standard yearly continuing service agreement, starting on the date of Substantial Completion. State services, obligations, conditions and terms for agreement period and for future renewal options.

### PART 2 - PRODUCTS

TERMITE CONTROL  
Palmetto Pointe Villas  
Project No. 2003-1105.03

02361 - 2  
11/9/2005  
SGM Architects, Inc.

**Novus 000834**

## 2.1 SOIL TREATMENT

- A. **Termiticide:** Provide an EPA-registered termiticide complying with requirements of authorities having jurisdiction, in a soluble or emulsible, concentrated formulation that dilutes with water or foaming agent, and formulated to prevent termite infestation. Use only soil treatment solutions that are not harmful to plants. Provide quantity required for application at the label volume and rate for the maximum termiticide concentration allowed for each specific use, according to the product's EPA-Registered Label.
- B. **Manufacturers:** Subject to compliance with requirements, provide products by one of the following:
  - 1. Aventis Environmental Science USA LP; Termidor.
  - 2. Bayer Corporation; Premise 75.
  - 3. Dow AgroSciences LLC; Dursban TC or Equity.
  - 4. FMC Corporation, Agricultural Products Group; Prevail FT.
  - 5. Syngenta; Demon TC.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Applicator present, for compliance with requirements for moisture content of the soil, interfaces with earthwork, slab and foundation work, landscaping, and other conditions affecting performance of termite control. Proceed with application only after unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. **General:** Comply with the most stringent requirements of authorities having jurisdiction and with manufacturer's written instructions for preparing substrate. Remove all extraneous sources of wood cellulose and other edible materials such as wood debris, tree stumps and roots, stakes, formwork, and construction waste wood from soil and around foundations.
- B. **Soil Treatment Preparation:** Remove foreign matter and impermeable soil materials that could decrease treatment effectiveness on areas to be treated. Loosen, rake, and level soil to be treated, except previously compacted areas under slabs and footings. Termiticides may be applied before placing compacted fill under slabs if recommended by termiticide manufacturer.
- C. Fit filling hose connected to water source at the site with a backflow preventer, complying with requirements of authorities having jurisdiction.

### 3.3 APPLICATION, GENERAL

- A. **General:** Comply with the most stringent requirements of authorities having jurisdiction and with manufacturer's EPA-Registered Label for products.

### 3.4 APPLYING SOIL TREATMENT

TERMITE CONTROL  
Palmetto Pointe Villas  
Project No. 2003-1105.03

02361 - 3  
11/9/2005  
SGM Architects, Inc.

**Novus 000835**

- A. Application: Mix soil treatment termiticide solution to a uniform consistency. Provide quantity required for application at the label volume and rate for the maximum specified concentration of termiticide, according to manufacturer's EPA-Registered Label, to the following so that a continuous horizontal and vertical termiticidal barrier or treated zone is established around and under building construction. Distribute the treatment evenly.
1. Slabs-on-Grade: Under ground-supported slab construction, including footings, building slabs, and attached slabs as an overall treatment. Treat soil materials before concrete footings and slabs are placed.
  2. Foundations: Adjacent soil including soil along entire inside perimeter of foundation walls, along both sides of interior partition walls, around plumbing pipes and electric conduit penetrating slab, and around interior column footers, piers, and chimney bases; and along entire outside perimeter, from grade to bottom of footing. Avoid soil washout around footings.
  3. Masonry: Treat voids.
  4. Penetrations: At expansion joints, control joints, and areas where slabs will be penetrated.
- B. Avoid disturbance of treated soil after application. Keep off treated areas until completely dry.
- C. Protect termiticide solution, dispersed in treated soils and fills, from being diluted until ground-supported slabs are installed. Use waterproof barrier according to EPA-Registered Label instructions.
- D. Post warning signs in areas of application.
- E. Reapply soil treatment solution to areas disturbed by subsequent excavation, grading, landscaping, or other construction activities following application.

END OF SECTION 02361

## SECTION 02459 - TIMBER PILES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes round timber piles.
- B. Related Sections include the following:
  - 1. Division 6 Section "Rough Carpentry" for dimension lumber framing, bracing.

#### 1.3 UNIT PRICES

- A. Basis for Bids: Base bids on number and dimensions of piles indicated from point to cutoff, plus not less than 12 inches (300 mm) of overlength for cutting piles at required cutoff elevations.
- B. Basis for Payment: From data obtained as a result of driving piles, calculate actual total net length of piles used. Contract price per linear foot (meter) includes labor, materials, tools, equipment, and incidentals and for performing work for furnishing, driving, cutting off and capping piles. This includes splicing and disposal of cutoffs.
  - 1. Measurements will be based on effective length of piles in place, with lengths measured to nearest 12 inches (300 mm). Additional payment for lengths in excess of that indicated, and credit for lengths less than that indicated, will be calculated at unit prices stated in the Contract, based on net addition or deduction to total length of piling.
  - 2. Test piles that become part of completed foundation system will be considered as an integral part of the Work.
  - 3. No payment will be made for rejected piles, including piles driven out of place, defective piles, or piles damaged during handling or driving.

#### 1.4 SUBMITTALS

- A. Product Data: For each type of wood pile and accessory indicated.
- B. Round timber pile treatment data as follows, including chemical treatment manufacturer's written instructions for handling, storing, installing, and finishing treated material:
  - 1. For each type of preservative-treated timber product include certification by treating plant stating type of preservative solution and pressure process used, net amount of preservative retained, and compliance with applicable standards.
  - 2. For waterborne-treated products include statement that moisture content of treated materials was reduced to levels indicated before shipment to Project site.
- C. Warranty of chemical treatment manufacturer for each type of treatment.

TIMBER PILES  
Palmetto Pointe Villas  
Project No. 05283

02459 - 1  
11/08/05  
Britt, Peters & Associates, Inc.

- D. Qualification Data: For firms and persons specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.
- E. Pile-Driving Equipment: Include type, make, maximum rated energy, and rated energy per blow of hammer; weight of striking part of hammer; weight of drive cap; details, type, and structural properties of hammer cushion; and details of follower and jetting equipment.
- F. Dynamic Pile Test Reports: Submit within two days of completing test.
- G. Driving Records: Submit within two days of driving.

#### 1.5 QUALITY ASSURANCE

- A. Installer Qualifications: An experienced installer who has specialized in installing piling similar in material, design, and extent to that indicated for this Project.
- B. Survey Work: Provide pile-driving records, including surveys, layouts, and measurements, prepared by a surveyor or professional engineer who is legally qualified in jurisdiction where Project is located to perform these kinds of services.
- C. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services for piles that are similar to those indicated for this Project in material, design, and extent.
- D. Testing Agency Qualifications: An independent testing agency, acceptable to authorities having jurisdiction, qualified according to ASTM E 329 to conduct the testing indicated, as documented according to ASTM E 548.
- E. Preinstallation Conference: Conduct conference at Project site to comply with requirements in Division 1 Section "Project Meetings."

#### 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver piles to Project site in such quantities and at such times to ensure continuity of installation. Handle and store piles at Project site to prevent breaks, cuts, abrasions, or other physical damage.

1. Do not drill holes or drive spikes or nails into pile below cutoff elevation.

### PART 2 – PRODUCTS

#### 2.1 TIMBER PILES

- A. Round Timber Piles: ASTM D 25, unused, clean peeled, one piece from butt to tip; of the following species and size basis:
  1. Species: Southern yellow pine.
  2. Size Basis: Butt circumference.
  3. Size Basis: Tip circumference.
- B. Pressure-treat round timber piles according to AWPA C3 as follows:

TIMBER PILES  
Palmetto Pointe Villas  
Project No. 05283

02459 - 2  
11/08/05  
Britt, Peters & Associates, Inc.

1. Service Condition: Foundation.
2. Treatment: Waterborne preservative.

## 2.2 PILE ACCESSORIES

- A. Driving Shoes: Fabricate from ASTM A 569/A 569M, hot-rolled carbon-steel strip to suit pile-tip diameter, of the following type and thickness, and secure to pile tip so as to not affect pile alignment during driving.
1. Type: Flat boot.
  2. Type: Arrow point.
  3. Thickness: 3/16 inch (4.8 mm).
  4. Thickness: 1/4 inch (6 mm).
- B. Strapping: 1-1/4 inch (32 mm) wide, 0.031-inch- (0.78-mm-) thick, cold-rolled, heat-treated steel; painted and waxed.

## 2.3 FABRICATION

- A. Pile Lengths: Pile lengths will be verified by Architect after submitting static pile test reports.
- B. Pile Tips: Cut and shape pile tips to accept driving shoes. Fit and fasten driving shoes to pile tips according to manufacturer's written instructions.
- C. Pile Butt: Trim pile butt and cut perpendicular to longitudinal axis of pile. Chamfer and shape butt to fit tightly to driving cap of hammer.
- D. Field-Applied Wood Preservative: Treat field cuts, holes, and other penetrations according to AWP A M4.
1. Coal-tar roofing cement for treating drilled holes or sealing cutoffs shall be free of asbestos.
- E. Pile-Length Markings: Mark each pile length with horizontal line at 12-inch (300-mm) intervals, and the distance from pile tip at 60-inch (1500-mm) intervals.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Site Conditions: Do not start pile-driving operations until earthwork fills have been completed or excavations have reached an elevation of 6 to 12 inches (150 to 300 mm) above bottom of footing or pile cap.

TIMBER PILES  
Palmetto Pointe Villas  
Project No. 05283

02459 - 3  
11/08/05  
Britt, Peters & Associates, Inc.

Novus 000839

### 3.2 DRIVING EQUIPMENT

- A. **Pile Hammer:** Air-, steam-, or diesel-powered type capable of consistently delivering driving energy to pile within range recommended by hammer manufacturer for length and weight of pile and character of subsurface material anticipated.
- B. **Hammer Cushions and Driving Caps:** Between hammer and top of pile, provide hammer cushion and loosely fitted steel driving cap allowing rotation of pile without restraint recommended by hammer manufacturer.
- C. **Leads:** Use fixed or rigid-type pile-driver leads that will hold full length of pile firmly in position and in axial alignment with hammer. Extend leads to within 24 inches (600 mm) of elevation at which pile enters ground.

### 3.3 DYNAMIC PILE TESTS

- A. **General:** Dynamic pile tests will be used to verify design pile lengths and to confirm design load capacity of piles.
  - 1. Furnish test piles 60 inches (1500 mm) longer than production piles.
  - 2. Actual length of piles will be based on results of static pile tests.
- B. **Drive test piles** at locations indicated to a tip elevation below final cutoff elevation equal to pile length specified as basis of bid or, to refusal, whichever occurs first. Piles will be considered as driven to refusal when five blows of hammer are required to produce a total penetration of 1/4 inch (6 mm) or less.
  - 1. Allow a minimum of two days to elapse after driving test piles before starting pile testing.
- C. **Notify Engineer** at least 48 hours in advance of performing tests.
  - 1. **Number of Test Piles:** Two single piles.
- D. **Driving Test Piles:** Use test piles identical to those required for Project and drive with appropriate pile-driving equipment operating at rated driving energy to be used in driving permanent piles.
  - 1. **Pile Design Load:** As indicated.
- E. **Approval Criteria:** Allowable design capacity of test piles shall be one-half of the load that results in the lesser of the following two values:
  - 1. Net settlement, after deducting rebound, of not more than 0.01 inch/ton (0.25 mm/1000 kg) of test load.
  - 2. Gross settlement of not more than 1 inch (25 mm), provided that load-settlement curve shows no sign of failure.
- F. **Driving Records:** Prepare driving records for each test pile, compiled and attested to by a qualified professional engineer. Include same data as required for driving records of permanent piles.

TIMBER PILES  
Palmetto Pointe Villas  
Project No. 05283

02459 - 4  
11/08/05  
Britt, Peters & Associates, Inc.

Novus 000840

- G. Test piles that comply with requirements, including location tolerances, may be used on Project.

#### 3.4 DRIVING PILES

- A. General: Continuously drive piles to tip elevations or penetration resistance indicated. Establish and maintain axial alignment of leads and pile before and during driving.
- B. General: Continuously drive piles to elevations or penetration resistance indicated or established by dynamic load testing of piles. Establish and maintain axial alignment of leads and pile before and during driving.
- C. Spudding: Drive spud piles through overlying highly resistant strata or obstructions and withdraw for reuse.
- D. Predrilling: Provide pre-excavated holes for piles driven within 15 feet (4.5 m) of existing structures or underground utilities, to depths indicated. Drill holes with a diameter less than the largest cross-section dimension of pile.
1. Firmly seat pile in predrilled hole by driving with reduced energy before starting final driving.
- E. Heaved Piles: Redrive heaved piles to tip elevation at least as deep as original tip elevation with a driving resistance at least as great as original driving resistance.
- F. Pile Splices: Splices will not be permitted.
- G. Driving Tolerances: Drive piles without pile heads exceeding the following tolerances:
1. Location: 2 inches (50 mm) from location indicated after initial driving, and 4 inches (100 mm) after pile driving is completed.
  2. Plumb: Maintain 1 inch (25 mm) in 10 feet (3 m) from vertical, or a maximum of 4 inches (100 mm), measured when pile is above ground in leads.
  3. Batter Angle: Maximum 1 inch (25 mm) in 10 feet (3 m) from required angle, measured when pile is above ground in leads.
- H. Withdraw damaged or defective piles and piles that exceed driving tolerances and install new piles within driving tolerances. Fill holes left by withdrawn piles as directed by Engineer.
1. Rejected piles may be abandoned and cut off as directed by Engineer.
  2. Leave rejected piles in place and install new piles in locations as directed by Engineer.
  3. Fill holes left by withdrawn piles that will not be filled by new piles using cohesionless soil material such as gravel, broken stone, and gravel-sand mixtures. Place and compact in lifts not exceeding 72 inches (1800 mm).
- I. Cutting off: Cut off butts of driven piles square with pile axis and at elevations indicated.
- J. Driving Record: Maintain accurate driving records for each pile. Include the following data:
- K. Driving Record: Maintain accurate driving records for each pile, compiled and attested to by a qualified professional engineer. Include the following data:

TIMBER PILES  
Palmetto Pointe Villas  
Project No. 05283

02459 - 5  
11/08/05  
Britt, Peters & Associates, Inc.

Novus 000841



1. Project name and number.
2. Name of Contractor.
3. Pile species.
4. Pile location in pile group and designation of pile group.
5. Sequence of driving in pile group.
6. Pile dimensions.
7. Ground elevation.
8. Elevation of tip after driving.
9. Final tip and cutoff elevations of pile after driving pile group.
10. Records of redriving.
11. Elevation of splices.
12. Type, make, model, and rated energy of hammer.
13. Weight and stroke of hammer.
14. Type of pile-driving cap used.
15. Cushion material and thickness.
16. Actual stroke and blow rate of hammer.
17. Pile-driving start and finish time; and total driving time.
18. Time, pile-tip elevation, and reason for interruptions.
19. Record of number of blows for each 12 inches (300 mm) of penetration, and number of blows per 1 inch (25 mm) for the last 6 inches (150 mm) of driving.
20. Pile deviations from location and plumb.
21. Record preboring, jetting, or special procedures used.
22. Record of unusual occurrences during pile driving.

### 3.5 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified independent testing agency to perform field quality-control testing.

### 3.6 DISPOSAL

- A. Remove withdrawn piles and cutoff sections of piles from site and legally dispose of them off Owner's property.

END OF SECTION

TIMBER PILES  
Palmetto Pointe Villas  
Project No. 05283

02459 - 6  
11/08/05  
Britt, Peters & Associates, Inc.

Novus 000842

## SECTION 03301 - CAST-IN-PLACE CONCRETE (LIMITED APPLICATIONS)

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section specifies cast-in-place concrete, including reinforcement, concrete materials, mix design, placement procedures, and finishes.

#### 1.3 SUBMITTALS

- A. General: In addition to the following, comply with submittal requirements in ACI 301.

#### 1.4 QUALITY ASSURANCE

- A. Installer Qualifications: An experienced installer who has completed concrete work similar in material, design, and extent to that indicated for this Project and whose work has resulted in construction with a record of successful in-service performance.
- B. Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products complying with ASTM C 94 requirements for production facilities and equipment.
- C. Source Limitations: Obtain each type of cement of the same brand from the same manufacturer's plant, each aggregate from one source, and each admixture from the same manufacturer.
- D. Comply with ACI 301, "Specification for Structural Concrete," including the following, unless modified by the requirements of the Contract Documents.
  - 1. General requirements, including submittals, quality assurance, acceptance of structure, and protection of in-place concrete.
  - 2. Formwork and form accessories.
  - 3. Steel reinforcement and supports.
  - 4. Concrete mixtures.
  - 5. Handling, placing, and constructing concrete.

### PART 2 - PRODUCTS

#### 2.1 FORMWORK

- A. Furnish formwork and form accessories according to ACI 301.

#### 2.2 STEEL REINFORCEMENT

- A. Reinforcing Bars: ASTM A 615/A 615M, Grade 60 (Grade 420), deformed.

- B. Plain-Steel Welded Wire Fabric: ASTM A 185, fabricated from as-drawn steel wire into flat sheets.

### 2.3 CONCRETE MATERIALS

- A. Portland Cement: ASTM C 150, Types I or II or Type I/II.
- B. Normal-Weight Aggregate: ASTM C 33, uniformly graded, not exceeding 1-1/2-inch (38-mm) nominal size.

### 2.4 ADMIXTURES

- A. General: Admixtures certified by manufacturer to contain not more than 0.1 percent water-soluble chloride ions by mass of cement and to be compatible with other admixtures. Do not use admixtures containing calcium chloride.
- B. Air-Entraining Admixture: ASTM C 260.

### 2.5 RELATED MATERIALS

- A. Vapor Retarder: Multi-ply reinforced polyethylene sheet, ASTM E 1745, Class C, not less than 7.8 mils (0.18 mm) thick; or polyethylene sheet, ASTM D 4397, not less than 10 mils (0.25 mm) thick.
- B. Joint-Filler Strips: ASTM D 1751, asphalt-saturated cellulosic fiber, or ASTM D 1752, cork or self-expanding cork.

### 2.6 CURING MATERIALS

- A. Evaporation retarder below temporarily reduces moisture loss from concrete surfaces awaiting finishing in hot, dry, and windy conditions.
  - 1. Water: Potable.

### 2.7 CONCRETE MIXES

- A. Comply with ACI 301 requirements for concrete mixtures.
- B. Prepare design mixes, proportioned according to ACI 301, for normal-weight concrete determined by either laboratory trial mix or field test data bases, as follows:
  - 1. Compressive Strength (28 Days): 3000 psi (20.7 MPa).
  - 2. Slump: 4 inches (100 mm).
- C. Add air-entraining admixture at manufacturer's prescribed rate to result in concrete at point of placement having an air content of 2.5 to 4.5 percent.

### 2.8 CONCRETE MIXING

- A. Ready-Mixed Concrete: Comply with ASTM C 94.
  - 1. When air temperature is between 85 and 90 deg F (30 and 32 deg C), reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F (32 deg C), reduce mixing and delivery time to 60 minutes.

## **PART 3 – EXECUTION**

### **3.1 FORMWORK**

- A. Design, construct, erect, shore, brace, and maintain formwork according to ACI 301.

### **3.2 VAPOR RETARDER**

- A. Install, protect, and repair vapor-retarder sheets according to ASTM E 1643; place sheets in position with longest dimension parallel with direction of pour.
- B. Lap joints 6 inches (150 mm) and seal with manufacturer's recommended tape.

### **3.3 STEEL REINFORCEMENT**

- A. Comply with CRSI's "Manual of Standard Practice" for fabricating, placing, and supporting reinforcement.
  - 1. Do not cut or puncture vapor retarder. Repair damage and reseal vapor retarder before placing concrete.

### **3.4 JOINTS**

Coordinate joint types, description, and locations with Drawings.

- A. General: Construct joints true to line with faces perpendicular to surface plane of concrete.
- B. Construction Joints: Locate and install so as not to impair strength or appearance of concrete, at locations indicated or as approved by Architect.
- C. Isolation Joints: Install joint-filler strips at junctions with slabs-on-grade and vertical surfaces, such as column pedestals, foundation walls, grade beams, and other locations, as indicated.
  - 1. Extend joint fillers full width and depth of joint, terminating flush with finished concrete surface, unless otherwise indicated.
- D. Contraction (Control) Joints in Slabs-on-Grade: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of the concrete thickness, as follows:
  - 1. Sawed Joints: Form contraction joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8-inch- (3-mm-) wide joints into concrete when cutting action will not tear, abrade, or otherwise damage surface and before concrete develops random contraction cracks.

### **3.5 CONCRETE PLACEMENT**

- A. Comply with recommendations in ACI 304R for measuring, mixing, transporting, and placing concrete.
- B. Consolidate concrete with mechanical vibrating equipment.

### 3.6 FINISHING FORMED SURFACES

- A. Rough-Formed Finish: As-cast concrete texture imparted by form-facing material with tie holes and defective areas repaired and patched, and fins and other projections exceeding 1/4 inch (6 mm) in height rubbed down or chipped off.
  - 1. Apply to concrete surfaces not exposed to public view.
- B. Smooth-Formed Finish: As-cast concrete texture imparted by form-facing material, arranged in an orderly and symmetrical manner with a minimum of seams. Repair and patch tie holes and defective areas. Completely remove fins and other projections.
  - 1. Apply to concrete surfaces exposed to public view or to be covered with a coating or covering material applied directly to concrete, such as waterproofing, dampproofing, veneer plaster, or painting.
  - 2. Apply the following rubbed finish, defined in ACI 301, to smooth-formed finished concrete.
    - a. Smooth-rubbed finish.

### 3.7 FINISHING UNFORMED SURFACES

- A. General: Comply with ACI 302.1R for screeding, restraighening, and finishing operations for concrete surfaces. Do not wet concrete surfaces.
- B. Screed surfaces with a straightedge and strike off. Begin initial floating using bull floats or darbies to form a uniform and open-textured surface plane before excess moisture or bleedwater appears on the surface.
  - 1. Do not further disturb surfaces before starting finishing operations.
- C. Scratch Finish: Apply scratch finish to surfaces to receive concrete floor topping or mortar setting beds for ceramic or quarry tile, portland cement terrazzo, and other bonded cementitious floor finish, unless otherwise indicated.
- D. Float Finish: Apply float finish to surfaces indicated, to surfaces to receive trowel finish, and to floor and slab surfaces to be covered with fluid-applied or sheet waterproofing, built-up or membrane roofing, or sand-bed terrazzo.
- E. Trowel Finish: Apply a hard trowel finish to surfaces indicated and to floor and slab surfaces exposed to view or to be covered with resilient flooring, carpet, ceramic or quarry tile set over a cleavage membrane, paint, or another thin film-finish coating system.
- F. Trowel and Fine-Broom Finish: Apply a partial trowel finish, stopping after second troweling, to surfaces indicated and to surfaces where ceramic or quarry tile is to be installed by either thickset or thin-set methods. Immediately after second troweling, and when concrete is still plastic, slightly scarify surface with a fine broom.
- G. Nonslip Broom Finish: Apply a nonslip broom finish to surfaces indicated and to exterior concrete platforms, steps, and ramps. Immediately after float finishing, slightly roughen trafficked surface by brooming with fiber-bristle broom perpendicular to main traffic route.

### 3.8 TOLERANCES

- A. Comply with ACI 117, "Specifications for Tolerances for Concrete Construction and Materials."

### 3.9 CONCRETE PROTECTION AND CURING

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection, and follow recommendations in ACI 305R for hot-weather protection during curing.
- B. Begin curing after finishing concrete, but not before free water has disappeared from concrete surface.
- C. Curing Methods: Cure formed and unformed concrete for at least seven days by moisture curing, moisture-retaining-cover curing, curing compound, or a combination of these as follows:
  - 1. Moisture Curing: Keep surfaces continuously moist for not less than seven days with the following materials:
    - a. Water.
    - b. Continuous water-fog spray.
    - c. Absorptive cover, water saturated and kept continuously wet. Cover concrete surfaces and edges with 12-inch (300-mm) lap over adjacent absorptive covers.
    - d. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating and repair damage during curing period.

### 3.10 FIELD QUALITY CONTROL

- A. Testing Agency: Engage a qualified independent testing and inspecting agency to sample materials, perform tests, and submit test reports during concrete placement according to requirements specified in this Article. Perform tests according to ACI 301.
  - 1. Testing Frequency: Obtain at least one composite sample for each 100 cu. yd. (76 cu. m) or fraction thereof of each concrete mix placed each day.

### 3.11 REPAIRS

- A. Remove and replace concrete that does not comply with requirements in this Section.

END OF SECTION 03301

## SECTION 05500 - METAL FABRICATIONS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes the following:
  - 1. Miscellaneous steel framing and supports.

#### 1.3 SUBMITTALS

- A. Product Data: For the following:
  - 1. Paint products.
- B. Shop Drawings: Show fabrication and installation details for metal fabrications.
- C. Mill Certificates: Signed by manufacturers of stainless-steel sheet certifying that products furnished comply with requirements.

#### 1.4 QUALITY ASSURANCE

- A. Welding: Qualify procedures and personnel according to the following:
  - 1. AWS D1.1, "Structural Welding Code--Steel."
  - 2. AWS D1.3, "Structural Welding Code--Sheet Steel."

#### 1.5 PROJECT CONDITIONS

- A. Field Measurements: Verify actual locations of walls and other construction contiguous with metal fabrications by field measurements before fabrication and indicate measurements on Shop Drawings.

#### 1.6 COORDINATION

- A. Coordinate installation of anchorages for metal fabrications. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

METAL FABRICATIONS  
Palmetto Pointe Villas  
Project No. 2003-1105.03

05500 - 1  
11/9/2005  
SGM Architects, Inc.

**Novus 000848**

- B. Coordinate installation of steel weld plates and angles for casting into concrete that are specified in this Section but required for work of another Section. Deliver such items to Project site in time for installation.

## PART 2 - PRODUCTS

### 2.1 METALS, GENERAL

- A. Metal Surfaces, General: Provide materials with smooth, flat surfaces, unless otherwise indicated. For metal fabrications exposed to view in the completed Work, provide materials without seam marks, roller marks, rolled trade names, or blemishes.

### 2.2 FERROUS METALS

- A. Steel Plates, Shapes, and Bars: ASTM A 36/A 36M.
- B. Steel Tubing: ASTM A 500, cold-formed steel tubing.
- C. Steel Pipe: ASTM A 53/A 53M, standard weight (Schedule 40), unless another weight is indicated or required by structural loads.

### 2.3 FASTENERS

- A. General: Unless otherwise indicated, provide Type 316 stainless-steel fasteners for exterior use and zinc-plated fasteners with coating complying with ASTM B 633, Class Fe/Zn 5, at exterior walls. Select fasteners for type, grade, and class required.
- B. Steel Bolts and Nuts: Regular hexagon-head bolts, ASTM A 307, Grade A; with hex nuts, ASTM A 563; and, where indicated, flat washers.
- C. Anchor Bolts: ASTM F 1554, Grade 36.
  - 1. Provide hot-dip or mechanically deposited, zinc-coated anchor bolts where item being fastened is indicated to be galvanized.
- D. Eyebolts: ASTM A 489.
- E. Machine Screws: ASME B18.6.3.
- F. Lag Bolts: ASME B18.2.1.
- G. Wood Screws: Flat head, ASME B18.6.1.
- H. Plain Washers: Round, ASME B18.22.1.
- I. Lock Washers: Helical, spring type, ASME B18.21.1.
- J. Expansion Anchors: Anchor bolt and sleeve assembly with capability to sustain, without failure, a load equal to six times the load imposed when installed in unit masonry and four times the

METAL FABRICATIONS  
Palmetto Pointe Villas  
Project No. 2003-1105.03

05500 - 2  
11/9/2005  
SGM Architects, Inc.

**Novus 000849**



load imposed when installed in concrete, as determined by testing according to ASTM E 488, conducted by a qualified independent testing agency.

1. Material for Anchors in Interior Locations: Carbon-steel components zinc-plated to comply with ASTM B 633, Class Fe/Zn 5.
2. Material for Anchors in Exterior Locations: Alloy Group 1 stainless-steel bolts complying with ASTM F 593 and nuts complying with ASTM F 594.

## 2.4 MISCELLANEOUS MATERIALS

- A. Welding Rods and Bare Electrodes: Select according to AWS specifications for metal alloy welded.
- B. Zinc-Rich Primer: Complying with SSPC-Paint 20 or SSPC-Paint 29 and compatible with topcoat.
  1. Products:
    - a. Benjamin Moore & Co.; Epoxy Zinc-Rich Primer CM18/19.
    - b. Carboline Company; Carbozinc 621.
    - c. ICI Devco Coatings; Catha-Coat 313.
    - d. PPG Architectural Finishes, Inc.; Aquapon Zinc-Rich Primer 97-670.
    - e. Sherwin-Williams Company (The); Corothane I GalvaPac Zinc Primer.
    - f. Tnemec Company, Inc.; Tneme-Zinc 90-97.
- C. Galvanizing Repair Paint: High-zinc-dust-content paint for regalvanizing welds in steel, complying with SSPC-Paint 20.
- D. Bituminous Paint: Cold-applied asphalt emulsion complying with ASTM D 1187.
- E. Nonshrink, Nonmetallic Grout: Factory-packaged, nonstaining, noncorrosive, nongaseous grout complying with ASTM C 1107. Provide grout specifically recommended by manufacturer for interior and exterior applications.
- F. Concrete Materials and Properties: Comply with requirements in Division 3 Section "Cast-in-Place Concrete" for normal-weight, air-entrained, ready-mix concrete with a minimum 28-day compressive strength of 3000 psi, unless otherwise indicated.

## 2.5 FABRICATION, GENERAL

- A. Shop Assembly: Preassemble items in the shop to greatest extent possible. Disassemble units only as necessary for shipping and handling limitations. Use connections that maintain structural value of joined pieces. Clearly mark units for reassembly and coordinated installation.
- B. Cut, drill, and punch metals cleanly and accurately. Remove burrs and ease edges to a radius of approximately 1/32 inch, unless otherwise indicated. Remove sharp or rough areas on exposed surfaces.
- C. Form bent-metal corners to smallest radius possible without causing grain separation or otherwise impairing work.
- D. Form exposed work true to line and level with accurate angles and surfaces and straight edges.

METAL FABRICATIONS  
Palmetto Pointe Villas  
Project No. 2003-1105.03

05500 - 3  
11/9/2005  
SGM Architects, Inc.

**Novus 000850**

E. Weld corners and seams continuously to comply with the following:

1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
2. Obtain fusion without undercut or overlap.
3. Remove welding flux immediately.
4. At exposed connections, finish exposed welds and surfaces smooth and blended so no roughness shows after finishing and contour of welded surface matches that of adjacent surface.

F. Form exposed connections with hairline joints, flush and smooth, using concealed fasteners where possible. Where exposed fasteners are required, use Phillips flat-head (countersunk) screws or bolts, unless otherwise indicated. Locate joints where least conspicuous.

G. Fabricate seams and other connections that will be exposed to weather in a manner to exclude water. Provide weep holes where water may accumulate.

H. Cut, reinforce, drill, and tap metal fabrications as indicated to receive finish hardware, screws, and similar items.

I. Provide for anchorage of type indicated; coordinate with supporting structure. Space anchoring devices to secure metal fabrications rigidly in place and to support indicated loads.

1. Where units are indicated to be cast into concrete or built into masonry, equip with integrally welded steel strap anchors, 1/8 by 1-1/2 inches, with a minimum 6-inch embedment and 2-inch hook, not less than 8 inches from ends and corners of units and 24 inches o.c., unless otherwise indicated.

## 2.6 MISCELLANEOUS FRAMING AND SUPPORTS

A. General: Provide steel framing and supports not specified in other Sections as needed to complete the Work.

B. Fabricate units from steel shapes, plates, and bars of welded construction, unless otherwise indicated. Fabricate to sizes, shapes, and profiles indicated and as necessary to receive adjacent construction retained by framing and supports. Cut, drill, and tap units to receive hardware, hangers, and similar items.

C. Galvanize exterior miscellaneous framing and supports.

D. Prime interior miscellaneous framing and supports with zinc-rich primer.

## 2.7 STEEL AND IRON FINISHES

A. Galvanizing: Hot-dip galvanize items as indicated to comply with applicable standard listed below:

1. ASTM A 123/A 123M, for galvanizing steel and iron products.
2. ASTM A 153/A 153M, for galvanizing steel and iron hardware.

- B. Preparation for Shop Priming: Prepare uncoated ferrous-metal surfaces to comply with minimum requirements indicated below for SSPC surface preparation specifications and environmental exposure conditions of installed metal fabrications:
  - 1. Exteriors (SSPC Zone 1B): SSPC-SP 6/NACE No. 3, "Commercial Blast Cleaning."
  - 2. Interiors (SSPC Zone 1A): SSPC-SP 3, "Power Tool Cleaning."
- C. Shop Priming: Apply shop primer to uncoated surfaces of metal fabrications, except those with galvanized finishes and those to be embedded in concrete, sprayed-on fireproofing, or masonry, unless otherwise indicated. Comply with SSPC-PA 1, "Paint Application Specification No. 1: Shop, Field, and Maintenance Painting of Steel," for shop painting.
  - 1. Stripe paint corners, crevices, bolts, welds, and sharp edges.

### PART 3 - EXECUTION

#### 3.1 INSTALLATION, GENERAL

- A. Cutting, Fitting, and Placement: Perform cutting, drilling, and fitting required for installing metal fabrications. Set metal fabrications accurately in location, alignment, and elevation; with edges and surfaces level, plumb, true, and free of rack; and measured from established lines and levels.
- B. Fit exposed connections accurately together to form hairline joints. Weld connections that are not to be left as exposed joints but cannot be shop welded because of shipping size limitations. Do not weld, cut, or abrade surfaces of exterior units that have been hot-dip galvanized after fabrication and are for bolted or screwed field connections.
- C. Field Welding: Comply with the following requirements:
  - 1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
  - 2. Obtain fusion without undercut or overlap.
  - 3. Remove welding flux immediately.
  - 4. At exposed connections, finish exposed welds and surfaces smooth and blended so no roughness shows after finishing and contour of welded surface matches that of adjacent surface.
- D. Fastening to In-Place Construction: Provide anchorage devices and fasteners where metal fabrications are required to be fastened to in-place construction. Provide threaded fasteners for use with concrete and masonry inserts, toggle bolts, through bolts, lag bolts, wood screws, and other connectors.
- E. Provide temporary bracing or anchors in formwork for items that are to be built into concrete, masonry, or similar construction.
- F. Corrosion Protection: Coat concealed surfaces of aluminum that will come into contact with grout, concrete, masonry, wood, or dissimilar metals with a heavy coat of bituminous paint.

**3.2 INSTALLING MISCELLANEOUS FRAMING AND SUPPORTS**

- A. General: Install framing and supports to comply with requirements of items being supported, including manufacturers' written instructions and requirements indicated on Shop Drawings.

**3.3 ADJUSTING AND CLEANING**

- A. Touchup Painting: Immediately after erection, clean field welds, bolted connections, and abraded areas. Paint uncoated and abraded areas with the same material as used for shop painting to comply with SSPC-PA 1 for touching up shop-painted surfaces.
  - 1. Apply by brush or spray to provide a minimum 2.0-mil dry film thickness.
- B. Galvanized Surfaces: Clean field welds, bolted connections, and abraded areas and repair galvanizing to comply with ASTM A 780.

**END OF SECTION 05500**

METAL FABRICATIONS  
Palmetto Pointe Villas  
Project No. 2003-1105.03

05500 - 6  
11/9/2005  
SGM Architects, Inc.

**Novus 000853**

## SECTION 06100 - ROUGH CARPENTRY

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes the following:
  - 1. Framing with dimension lumber.
  - 2. Wood furring, grounds, nailers, and blocking.
  - 3. Sheathing.
  - 4. Subflooring.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
  - 1. Division 6 Section "Metal-Plate-Connected Wood Trusses."
  - 2. Division 6 Section "Finish Carpentry" for nonstructural carpentry items exposed to view and not specified in another Section.

#### 1.3 DEFINITIONS

- A. Rough Carpentry: Carpentry work not specified in other Sections and not exposed, unless otherwise specified.
- B. Exposed Framing: Dimension lumber not concealed by other construction and indicated to receive a stained or natural finish.

#### 1.4 SUBMITTALS

- A. General: Submit each item in this Article according to the Conditions of the Contract and Division 1 Specification Sections.
- B. Product Data for the following products:
  - 1. Engineered wood products.
  - 2. Underlayment.
  - 3. Insulating sheathing.
  - 4. Air-infiltration barriers.
  - 5. Metal framing anchors.
  - 6. Construction adhesives.
- C. Material certificates for dimension lumber specified to comply with minimum allowable unit stresses. Indicate species and grade selected for each use and design values approved by the American Lumber Standards Committee's (ALSC) Board of Review.

ROUGH CARPENTRY  
Palmetto Pointe Villas  
Project No. 05283

06100 - 1  
11/08/05  
Britt, Peters & Associates, Inc.

D. Wood treatment data as follows, including chemical treatment manufacturer's instructions for handling, storing, installing, and finishing treated materials:

1. For each type of preservative-treated wood product, include certification by treating plant stating type of preservative solution and pressure process used, net amount of preservative retained, and compliance with applicable standards.

E. Material test reports from a qualified independent testing agency indicating and interpreting test results relative to compliance of fire-retardant-treated wood products with requirements indicated.

F. Research or evaluation reports of the model code organization acceptable to authorities having jurisdiction that evidence the following products' compliance with building code in effect for Project.

1. Metal framing anchors.

#### 1.5 QUALITY ASSURANCE

A. Testing Agency Qualifications: To qualify for approval, an independent testing agency must demonstrate to Architect's satisfaction, based on evaluation of agency-submitted criteria conforming to ASTM E 699, that it has the experience and capability to satisfactorily conduct the testing indicated without delaying the Work.

B. Pre-Framing Conference to be arranged by the contractor

#### 1.6 DELIVERY, STORAGE, AND HANDLING

A. Keep materials under cover and dry. Protect from weather and contact with damp or wet surfaces. Stack lumber, plywood, and other panels. Provide for air circulation within and around stacks and under temporary coverings.

B. For lumber and plywood pressure treated with waterborne chemicals, place spacers between each bundle to provide air circulation.

### PART 2 – PRODUCTS

#### 2.1 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Wood-Preservative-Treated Materials:
  - a. Baxter: J. H. Baxter Co.
  - b. Chemical Specialties, Inc.
  - c. Continental Wood Preservers, Inc.
  - d. Hickson Corp.
  - e. Hoover Treated Wood Products, Inc.
  - f. Osmose Wood Preserving, Inc.

ROUGH CARPENTRY  
Palmetto Pointe Villas  
Project No. 05283

06100 - 2  
11/08/05  
Britt, Peters & Associates, Inc.

2. Metal Framing Anchors:

- a. Cleveland Steel Specialty Co.
- b. Harlen Metal Products, Inc.
- c. Silver Metal Products, Inc.
- d. Simpson Strong-Tie Company, Inc.
- e. Southeastern Metals Manufacturing Co., Inc.

2.2 LUMBER, GENERAL

- A. Lumber Standards: Comply with DOC PS 20, "American Softwood Lumber Standard," and with applicable grading rules of inspection agencies certified by ALSC's Board of Review.
- B. Inspection Agencies: Inspection agencies, and the abbreviations used to reference them, include the following:
  1. SPIB - Southern Pine Inspection Bureau.
- C. Grade Stamps: Provide lumber with each piece factory marked with grade stamp of inspection agency evidencing compliance with grading rule requirements and identifying grading agency, grade, species, moisture content at time of surfacing, and mill.
  1. For exposed lumber, furnish pieces with grade stamps applied to ends or back of each piece, or omit grade stamps and provide grade-compliance certificates issued by inspection agency.
- D. Where nominal sizes are indicated, provide actual sizes required by DOC PS 20 for moisture content specified. Where actual sizes are indicated, they are minimum dressed sizes for dry lumber.
  1. Provide dry lumber with 19 percent maximum moisture content at time of dressing for 2-inch nominal (38mm actual) thickness or less, unless otherwise indicated.

2.3 WOOD-PRESERVATIVE-TREATED MATERIALS

- A. General: Where lumber or plywood is indicated as preservative treated or is specified to be treated, comply with applicable requirements of AWPA C2 (lumber) and AWPA C9 (plywood). Mark each treated item with the Quality Mark Requirements of an inspection agency approved by ALSC's Board of Review.
- B. Pressure treat aboveground items with waterborne preservatives to a minimum retention of 0.25 lb/cu. ft. (4.0 kg/cu. m). After treatment, kiln-dry lumber and plywood to a maximum moisture content of 19 and 15 percent, respectively. Treat indicated items and the following:
  1. Wood cants, nailers, curbs, equipment support bases, blocking, stripping, and similar members in connection with roofing, flashing, vapor barriers, and waterproofing.
  2. Wood sills, sleepers, blocking, furring, stripping, and similar concealed members in contact with masonry or concrete.
  3. Wood framing members less than 18 inches (460 mm) above grade.
  4. Wood floor plates installed over concrete slabs directly in contact with earth.
- C. Pressure treat wood members in contact with ground or freshwater with waterborne

ROUGH CARPENTRY  
Palmetto Pointe Villas  
Project No. 05283

06100 - 3  
11/08/05  
Britt, Peters & Associates, Inc.

preservatives to a minimum retention of 0.40 lb/cu. ft. (6.4 kg/cu. m).

- D. Complete fabrication of treated items before treatment, where possible. If cut after treatment, apply field treatment complying with AWWPA M4 to cut surfaces. Inspect each piece of lumber or plywood after drying and discard damaged or defective pieces.

#### 2.4 DIMENSION LUMBER

- A. General: Provide dimension lumber of grades indicated according to the ALSC National Grading Rule (NGR) provisions of the inspection agency indicated.
- B. Exterior and Load-Bearing Walls: Provide framing of the following grade and species:
  - 1. Grade: No. 2.
  - 2. Species: Southern pine; SPIB.

#### 2.5 MISCELLANEOUS LUMBER

- A. General: Provide lumber for support or attachment of other construction, including rooftop equipment curbs and support bases, cant strips, bucks, nailers, blocking, furring, grounds, stripping, and similar members.
- B. Fabricate miscellaneous lumber from dimension lumber of sizes indicated and into shapes shown.
- C. Moisture Content: 19 percent maximum for lumber items not specified to receive wood preservative treatment.
- D. Grade: For dimension lumber sizes, provide No. 2 grade per SPIB.

#### 2.6 WOOD-BASED STRUCTURAL-USE PANELS, GENERAL

- A. Structural-Use Panel Standards: Provide plywood panels complying with DOC PS 1, "U.S. Product Standard for Construction and Industrial Plywood."

#### 2.7 CONCEALED, PERFORMANCE-RATED STRUCTURAL-USE PANELS

- A. General: Where structural-use panels are indicated for the following concealed types of applications, provide APA-performance-rated panels complying with requirements designated under each application for grade, span rating, exposure durability classification, and edge detail (where applicable).
  - 1. Thickness: Provide panels meeting requirements specified but not less than thickness indicated.

ROUGH CARPENTRY  
Palmetto Pointe Villas  
Project No. 05283

06100 - 4  
11/08/05  
Britt, Peters & Associates, Inc.

Novus 000857



2. Span Ratings: Provide panels with span ratings required to meet "Code Plus" provisions of APA Form No. E30, "APA Design/Construction Guide: Residential & Commercial."

B. Subflooring: APA-rated sheathing.

1. Exposure Durability Classification: Exterior.
2. Span Rating: 48/24 or Subfloor - 24.

C. Roof Sheathing: APA-rated sheathing.

D. Wall Sheathing: APA-rated sheathing.

## 2.8 STRUCTURAL-USE PANELS FOR BACKING

- A. Plywood Backing Panels: For mounting electrical or telephone equipment, provide fire-retardant-treated plywood panels with grade, C-D Plugged Exposure 1, in thickness indicated or, if not otherwise indicated, not less than 15/32 inch (11.9 mm) thick.

## 2.9 FASTENERS

- A. General: Provide fasteners of size and type indicated that comply with requirements specified in this Article for material and manufacture.

1. Where rough carpentry is exposed to weather, in ground contact, or in area of high relative humidity, provide fasteners with a hot-dip zinc coating per ASTM A 153 or of Type 304 stainless steel.

B. Nails, Wire, Brads, and Staples: FS FF-N-105.

C. Power-Driven Fasteners: CABO NER-272.

D. Wood Screws: ASME B18.6.1.

E. Lag Bolts: ASME B18.2.1. (ASME B18.2.3.8M)

F. Bolts: Steel bolts complying with ASTM A 307, Grade A (ASTM F 568, Property Class 4.6); with ASTM A 563 (ASTM A 563M) hex nuts and, where indicated, flat washers.

## 2.10 METAL FRAMING ANCHORS

- A. General: Provide galvanized steel framing anchors of structural capacity, type, and size indicated and as follows:

1. Research or Evaluation Reports: Provide products for which model code research or evaluation reports exist that are acceptable to authorities having jurisdiction and that evidence compliance of metal framing anchors for application indicated with building code in effect for Project.
2. Allowable Design Loads: Provide products with allowable design loads, as published by manufacturer, that meet or exceed those indicated. Manufacturer's published values shall be determined from empirical data or by rational engineering analysis.

ROUGH CARPENTRY  
Palmetto Pointe Villas  
Project No. 05283

06100 - 5  
11/08/05  
Britt, Peters & Associates, Inc.

and demonstrated by comprehensive testing performed by a qualified independent testing agency.

- B. Bridging: Rigid, V-section, nailless type, 0.064 inch (1.6 mm) thick, length to suit joist size and spacing.
- C. Floor-to-Floor Ties: as indicated.

## 2.11 MISCELLANEOUS MATERIALS

- A. Adhesives for Field Gluing Panels to Framing: Formulation complying with APA AFG-01 that is approved for use with type of construction panel indicated by both adhesive and panel manufacturers.
- B. Water-Repellent Preservative: NWWDA-tested and -accepted formulation containing 3-Iodo-2-propynyl butyl carbonate (IPBC) as its active ingredient.

## PART 3 – EXECUTION

### 3.1 INSTALLATION, GENERAL

- A. Discard units of material with defects that impair quality of rough carpentry and that are too small to use with minimum number of joints or optimum joint arrangement.
- B. Set rough carpentry to required levels and lines, with members plumb, true to line, cut, and fitted.
- C. Fit rough carpentry to other construction; scribe and cope as required for accurate fit. Correlate location of furring, nailers, blocking, grounds, and similar supports to allow attachment of other construction.
- D. Apply field treatment complying with AWP A M4 to cut surfaces of preservative-treated lumber and plywood.
- E. Securely attach rough carpentry work to substrate by anchoring and fastening as indicated, complying with the following:
  - 1. Published requirements of metal framing anchor manufacturer.
  - 2. "Table 2304.9.1 – Fastening Schedule" of the International Building Code.
- F. Use common wire nails, unless otherwise indicated. Use finishing nails for finish work. Select fasteners of size that will not fully penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections between members. Install fasteners without splitting wood; predrill as required.
- G. Use hot-dip galvanized or stainless-steel nails where rough carpentry is exposed to weather, in ground contact, or in area of high relative humidity.
- H. Countersink nail heads on exposed carpentry work and fill holes with wood filler.

### 3.2 WOOD GROUNDS, NAILERS, BLOCKING, AND SLEEPERS

- A. Install wood grounds, nailers, blocking, and sleepers where shown and where required for

ROUGH CARPENTRY  
Palmetto Pointe Villas  
Project No. 05283

06100 - 6  
11/08/05  
Britt, Peters & Associates, Inc.

screeding or attaching other work. Form to shapes shown and cut as required for true line and level of attached work. Coordinate locations with other work involved.

- B. Attach to substrates to support applied loading. Recess bolts and nuts flush with surfaces, unless otherwise indicated. Build into masonry during installation of masonry work. Where possible, anchor to formwork before concrete placement.

- C. Install permanent grounds of dressed, preservative-treated, key-beveled lumber not less than 1-1/2 inches (38 mm) wide and of thickness required to bring face of ground to exact thickness of finish material. Remove temporary grounds when no longer required.

### 3.3 WOOD FURRING

- A. Install plumb and level with closure strips at edges and openings. Shim with wood as required for tolerance of finish work.

- 1. Firestop furred spaces of walls at each floor level and at ceiling with wood blocking or noncombustible materials, accurately fitted to close furred spaces.

- B. Furring to Receive Plywood Paneling: Install 1-by-3-inch nominal- (19-by-63-mm actual-) size furring at 24 inches (610 mm) o.c., horizontally and vertically. Select furring with no knots capable of producing bent-over nails and damage to paneling.

- C. Furring to Receive Gypsum Board: Install 1-by-2-inch nominal- (19-by-38-mm actual-) size furring at 16 inches (406 mm) o.c., vertically.

### 3.4 WOOD FRAMING, GENERAL

- A. Framing Standard: Comply with AFPA's "Manual for Wood Frame Construction," unless otherwise indicated.

- B. Framing with Engineered Wood Products: Install engineered wood products to comply with manufacturer's written instructions.

- C. Install framing members of size and at spacing indicated.

- D. Do not splice structural members between supports.

- E. Firestop concealed spaces of wood-framed walls and partitions at each floor level and at ceiling line of top story. Where firestopping is not inherent in framing system used, provide closely fitted wood blocks of 2-inch nominal- (38-mm actual-) thickness lumber of same width as framing members.

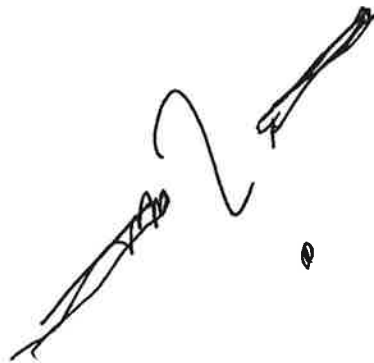
### 3.5 FLOOR JOIST FRAMING

- A. General: Install floor joists with crown edge up and support ends of each member with not less than 1-1/2 inches (38 mm) of bearing on wood or metal, or 3 inches (76 mm) on masonry. Attach floor joists as follows:

- 1. Where supported on wood members, by toe nailing or by using metal framing anchors.
  - 2. Where framed into wood supporting members, by using wood ledgers as shown or, if not shown, by using metal joist hangers.

ROUGH CARPENTRY  
Palmetto Pointe Villas  
Project No. 05283

06100 - 7  
11/08/05  
Britt, Peters & Associates, Inc.



ROUGH CARPENTRY  
Palmetto Pointe Villas  
Project No. 05283

06100 - 8  
11/08/05  
Britt, Peters & Associates, Inc.

- B. Fire Cuts: At joists built into masonry, bevel cut ends 3 inches (76 mm) and do not embed more than 4 inches (102 mm).
- C. Frame openings with headers and trimmers supported by metal joist hangers; double headers and trimmers where span of header exceeds 48 inches (1200 mm).
- D. Do not notch in middle third of joists; limit notches to 1/6 depth of joist, 1/3 at ends. Do not bore holes larger than 1/3 depth of joist; do not locate closer than 2 inches (50 mm) from top or bottom.
- E. Provide solid blocking of 2-inch nominal (38-mm actual) thickness by depth of joist at ends of joists unless nailed to header or band.
- F. Lap members framing from opposite sides of beams, girders, or partitions not less than 4 inches (102 mm) or securely tie opposing members together. Provide solid blocking of 2-inch nominal (38-mm actual) thickness by depth of joist over supports.
- G. Anchor members paralleling masonry with 1/4-by-1-1/4-inch (6-by-32-mm) metal strap anchors spaced not more than 96 inches (2438 mm) o.c. extending over and fastening to 3 joists. Embed anchors at least 4 inches (100 mm) into masonry with ends bent at right angles 4 inches (100 mm) into grouted masonry.
- H. Under jamb studs at openings, provide solid blocking between joist.
- I. Under non-load-bearing partitions, provide double joists separated by solid blocking equal to depth of studs above.
  - 1. Provide triple joists separated as above, under partitions receiving ceramic tile and similar heavy finishes or fixtures.
- J. Provide bridging of type indicated below, at intervals of 96 inches (2438 mm) o.c., between joists.
  - 1. Steel bridging installed to comply with bridging manufacturer's written instructions.

### 3.6 INSTALLATION OF STRUCTURAL-USE PANELS

- A. General: Comply with applicable recommendations contained in APA Form No. E30, "APA Design/Construction Guide: Residential & Commercial," for types of structural-use panels and applications indicated.
  - 1. Comply with "Code Plus" provisions of above-referenced guide.
- B. Fastening Methods: Fasten panels as indicated below:
  - 1. Subflooring: Glue and nail to framing throughout.
  - 2. Sheathing: Screw to framing.
  - 3. Plywood Backing Panels: Nail or screw to supports.

END OF SECTION

ROUGH CARPENTRY  
Palmetto Pointe Villas  
Project No. 05283

06100 - 9  
11/08/05  
Britt, Peters & Associates, Inc.

Novus 000862

## SECTION 06157 - RESIDENTIAL STYLE RAILINGS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes the following:
  - 1. Maintenance-free vinyl railings.

#### 1.3 PERFORMANCE REQUIREMENTS

- A. Structural Performance: Provide railings capable of withstanding the effects of gravity loads and the following loads and stresses within limits and under conditions indicated:
  - 1. Handrails:
    - a. Uniform load of 50 lbf/ ft. applied in any direction.
    - b. Concentrated load of 200 lbf applied in any direction.
    - c. Uniform and concentrated loads need not be assumed to act concurrently.
  - 2. Top Rails of Guards:
    - a. Uniform load of 50 lbf/ ft. applied in any direction 50 lbf/ ft. applied horizontally and concurrently with 100 lbf/ ft. applied vertically downward.
    - b. Concentrated load of 200 lbf applied in any direction.
    - c. Uniform and concentrated loads need not be assumed to act concurrently.
  - 3. Infill of Guards:
    - a. Concentrated load of 50 lbf applied horizontally on an area of 1 sq. ft.
    - b. Uniform load of 25 lbf/sq. ft. applied horizontally.
    - c. Infill load and other loads need not be assumed to act concurrently.
- B. Thermal Movements: Provide exterior railings that allow for thermal movements resulting from the following maximum change (range) in ambient and surface temperatures by preventing buckling, opening of joints, overstressing of components, failure of connections, and other detrimental effects. Base engineering calculation on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.
  - 1. Temperature Change (Range): 120 deg F, ambient; 180 deg F, material surfaces.
- C. Control of Corrosion: Prevent galvanic action and other forms of corrosion by insulating metals and other materials from direct contact with incompatible materials.

RESIDENTIAL STYLE RAILINGS  
Palmetto Pointe Villas  
Project No. 2003-1105.03

06157 - 1  
11/9/2005  
SGM Architects, Inc.

**Novus 000863**

#### 1.4 SUBMITTALS

A. Product Data: For the following:

1. Manufacturer's product lines of railings assembled from standard components.
2. Grout, anchoring cement, and paint products.

B. Shop Drawings: Include plans, elevations, sections, details, and attachments to other work.

1. For installed products indicated to comply with design loads, include structural analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

C. Samples for Verification: For each type of exposed finish required.

1. Sections of each distinctly different linear railing member, including handrails, top rails, posts, and balusters.
2. Fittings and brackets.
3. Assembled Samples of railing systems, made from full-size components, including top rail, post, handrail, and infill. Show method of finishing members at intersections. Samples need not be full height.

D. Qualification Data: For professional engineer.

#### 1.5 QUALITY ASSURANCE

A. Source Limitations: Obtain each type of railing through one source from a single manufacturer.

B. Product Options: Drawings indicate size, profiles, and dimensional requirements of railings and are based on the specific system indicated. Refer to Division 1 Section "Product Requirements."

1. Do not modify intended aesthetic effects, as judged solely by Architect, except with Architect's approval. If modifications are proposed, submit comprehensive explanatory data to Architect for review.

#### 1.6 PROJECT CONDITIONS

A. Field Measurements: Verify actual locations of walls and other construction contiguous with railings by field measurements before fabrication and indicate measurements on Shop Drawings.

#### 1.7 COORDINATION AND SCHEDULING

A. Coordinate installation of anchorages for railings. Furnish setting drawings, templates, and directions for installing anchorages. Deliver such items to Project site in time for installation.

B. Schedule installation so wall attachments are made only to completed walls. Do not support railings temporarily by any means that do not satisfy structural performance requirements.

RESIDENTIAL STYLE RAILINGS  
Palmetto Pointe Villas  
Project No. 2003-1105.03

06157 - 2  
11/9/2005  
SGM Architects, Inc.

Novus 000864

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. CertainTeed – BuftTech Vinyl Railing System.
2. Benchmark Industries, Inc.
3. Kroy Building Products.
4. Railing Dynamics, Inc.
5. Royal Crown Limited.

### 2.2 MATERIALS

- A. PVC: PVC materials which are first-run virgin materials, complying with ASTM F964 "Standard Specification for Rigid Poly (Vinyl Chloride) (PVC) Exterior Profiles Used For Fencing and Railing", Class 13344 or higher, manufactured in accordance with ASTM D1784 "Standard Specification for Rigid Poly(Vinyl Chloride) (PVC) Compounds and Chlorinated Poly (Vinyl Chloride) (CPVC) Compounds."

- B. Aluminum:

1. Extruded Bars and Shapes, Including Extruded Tubing: ASTM B 221, Alloy 6063-T5/T52.
2. Drawn Seamless Tubing: ASTM B 210, Alloy 6063-T832.

- C. Steel:

1. Tubing: ASTM A 500 (cold formed) or ASTM A 513, Type 5 (mandrel drawn).
2. Plates, Shapes, and Bars: ASTM A 36/A 36M.

### 2.3 ACCESSORIES

- A. Provide all clips, anchors, locks, fasteners, trim, reinforcing channels, post stiffeners and related accessory components to comply with the installation requirements of railing manufacturer. Accessories may be galvanized steel or aluminum, as standard with manufacturer.

### 2.4 FASTENERS

- A. General: Type 304 stainless-steel fasteners.
- B. Fasteners for Anchoring Railings to Other Construction: Select fasteners of type, grade, and class required to produce connections suitable for anchoring railings to other types of construction indicated and capable of withstanding design loads.
- C. Provide concealed fasteners for interconnecting railing components and for attaching railings to other work, unless otherwise indicated.

RESIDENTIAL STYLE RAILINGS  
Palmetto Pointe Villas  
Project No. 2003-1105.03

06157 - 3  
11/9/2005  
SGM Architects, Inc.

**Novus 000865**



- D. Anchors: Provide anchors, fabricated from corrosion-resistant materials with capability to sustain, without failure, a load equal to six times the load imposed when installed in unit masonry and equal to four times the load imposed when installed in concrete, as determined by testing per ASTM E 488 conducted by a qualified independent testing agency.

## 2.5 FABRICATION

- A. General: Fabricate railings to comply with requirements indicated for design, dimensions, member sizes and spacing, details, finish, and anchorage, but not less than that required to support structural loads.
- B. Assemble railings in the shop to greatest extent possible to minimize field splicing and assembly. Disassemble units only as necessary for shipping and handling limitations. Clearly mark units for reassembly and coordinated installation. Use connections that maintain structural value of joined pieces.
- C. Form work true to line and level with accurate angles and surfaces.
- D. Fabricate connections that will be exposed to weather in a manner to exclude water. Provide weep holes where water may accumulate.
- E. Cut, reinforce, drill, and tap as indicated to receive finish hardware, screws, and similar items.
- F. Mechanical Connections: Connect members with concealed mechanical fasteners and fittings. Fabricate members and fittings to produce flush, smooth, rigid, hairline joints.
- G. Brackets, Flanges, Fittings, and Anchors: Provide wall brackets, flanges, miscellaneous fittings, and anchors to interconnect railing members to other work, unless otherwise indicated.
- H. Provide inserts and other anchorage devices for connecting railings to wood or concrete work. Fabricate anchorage devices capable of withstanding loads imposed by railings. Coordinate anchorage devices with supporting structure.
- I. Rail Type and Configuration: As indicated on Drawings.

## 2.6 ALUMINUM FINISHES

- A. As-Fabricated Finish: AA-M10 (Mechanical Finish: as fabricated, unspecified).

## 2.7 STEEL FINISHES

- A. Galvanizing: Hot-dip galvanize items as indicated to comply with applicable standard listed below:
  - 1. ASTM A 123/A 123M, for galvanizing steel and iron products.
  - 2. ASTM A 153/A 153M, for galvanizing steel and iron hardware.

RESIDENTIAL STYLE RAILINGS  
Palmetto Pointe Villas  
Project No. 2003-1105.03

06157 - 4  
11/9/2005  
SGM Architects, Inc.

Novus 000866

## **PART 3 - EXECUTION**

### **3.1 INSTALLATION, GENERAL**

- A. Fit exposed connections together to form tight, hairline joints.
- B. Perform cutting, drilling, and fitting required for installing railings. Set railings accurately in location, alignment, and elevation; measured from established lines and levels and free of rack.
- C. Comply with manufacturer's current recommendations, literature, product information and written instructions, and retain a copy of these documents on site at all times for reference while work is underway.
- D. Accommodate normal material expansion and contraction by cutting decking and railing components to fit loosely into each other.
- E. Corrosion Protection: Coat concealed surfaces of aluminum and copper alloys that will be in contact with grout, concrete, masonry, wood, or dissimilar metals, with a heavy coat of bituminous paint.
- F. Fastening to In-Place Construction: Use anchorage devices and fasteners where necessary for securing railings and for properly transferring loads to in-place construction.

### **3.2 ANCHORING POSTS**

- A. Install manufacturer's standard galvanized steel or aluminum post mount for each post. For wood framing applications, bolt post mount to deck support structure on two sides using at least five bolts.
- B. Reinforce areas where posts attach as necessary to properly support posts and decking.

### **3.3 CLEANING**

- A. Remove ordinary dirt and mud with a garden hose. If necessary, use a non-abrasive household cleaner to remove residue and rinse thoroughly with a hose. Do not scrub, scrape, abrade or mar surface.

### **3.4 PROTECTION**

- A. Protect finishes of railings from damage during construction period with temporary protective coverings approved by railing manufacturer.
- B. Restore finishes damaged during installation and construction period so no evidence remains of correction work. Return items that cannot be refinished in field to shop; make required alterations and refinish entire unit, or provide new units.

**END OF SECTION 06157**

**RESIDENTIAL STYLE RAILINGS**  
Palmetto Pointe Villas  
Project No. 2003-1105.03

06157 - 5  
11/9/2005  
SGM Architects, Inc.

**Novus 000867**

## SECTION 06192 – METAL-PLATE-CONNECTED WOOD TRUSSES

### PART 1 – GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes the following:
  - 1. Girder trusses.
  - 2. Parallel-chord floor trusses, bottom-chord bearing.
  - 3. Truss accessories.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
  - 1. Division 6 Section "Rough Carpentry" for roof and floor sheathing of structural-use panels and dimension lumber for supplementary framing and permanent bracing.

#### 1.3 DEFINITIONS

- A. Metal-plate-connected wood trusses include planar structural units consisting of metal-plate-connected members fabricated from dimension lumber and cut and assembled before delivery to Project site.

#### 1.4 PERFORMANCE REQUIREMENTS

- A. Structural Performance: Engineer, fabricate, and erect metal-plate-connected wood trusses to withstand design loads within limits and under conditions required.
  - 1. Design Loads: As indicated.
  - 2. Design trusses to withstand design loads without deflections greater than the following:
    - a. Floor Trusses: Vertical deflection of 1/480 of span due to live load.
- B. Engineering Responsibility: Engage a fabricator who uses a qualified professional engineer to prepare calculations, Shop Drawings, and other structural data for metal-plate-connected wood trusses.

#### 1.5 SUBMITTALS

- A. General: Submit each item in this Article according to the Conditions of the Contract and Division 1 Specification Sections.
- B. Product Data for lumber, metal-plate connectors, metal framing connectors, bolts, and fasteners.

METAL-PLATE-CONNECTED WOOD TRUSSES  
Palmetto Pointe Villas  
Project No. 05283

06192 - 1  
10/12/05  
Britt, Peters & Associates, Inc.

- C. Shop Drawings detailing location, pitch, span, camber, configuration, and spacing for each type of truss required; species, sizes, and stress grades of lumber to be used; splice details; type, size, material, finish, design values, and orientation and location of metal connector plates; and bearing details.
  - 1. To the extent truss design considerations are indicated as fabricator's responsibility, include structural analysis data signed and sealed by the qualified professional engineer responsible for their preparation.
  - 2. Include truss Shop Drawings signed and sealed by the qualified professional engineer responsible for their preparation.
- D. Qualification data for firms and persons specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.
- E. Material test reports from a qualified independent testing agency indicating and interpreting test results relative to compliance of fire-retardant-treated wood products with requirements indicated.
- F. Warranty of chemical treatment manufacturer for each type of treatment.
- G. Wood treatment data as follows, including chemical treatment manufacturer's instructions for handling, storing, installing, and finishing treated materials:
  - 1. For each type of preservative-treated wood product, include certification by treating plant stating type of preservative solution and pressure process used, net amount of preservative retained, and compliance with applicable standards.
  - 2. For waterborne-treated products, include statement that moisture content of treated materials was reduced to levels indicated before shipment to truss fabricator.
- H. Research or evaluation reports of the model code organization acceptable to authorities having jurisdiction that evidence the following products' compliance with building code in effect for Project.
  - 1. Metal-plate connectors.
  - 2. Metal framing connectors.

#### 1.6 QUALITY ASSURANCE

- A. Installer Qualifications: Engage an experienced Installer who has completed wood truss installation similar in material, design, and extent to that indicated for this Project and with a record of successful in-service performance.
- B. Fabricator's Qualifications: Engage a firm that complies with the following requirements for quality control and is experienced in fabricating metal-plate-connected wood trusses similar to those indicated for this Project and with a record of successful in-service performance:
  - 1. Fabricator participates in a recognized quality-assurance program that involves inspection by SPIB; Timber Products Inspection, Inc.; Truss Plate Institute (TPI); or other independent inspecting and testing agency acceptable to Architect and authorities having jurisdiction.

METAL-PLATE-CONNECTED WOOD TRUSSES  
 Palmetto Pointe Villas  
 Project No. 05283

06192 - 2  
 10/12/05  
 Britt, Peters & Associates, Inc.

- C. Comply with applicable requirements and recommendations of the following publications:
1. ANSI/TP1 1, "National Design Standard for Metal-Plate-Connected Wood Truss Construction."
  2. TPI HIB "Commentary and Recommendations for Handling Installing & Bracing Metal Plate Connected Wood Trusses."
  3. TPI DSB "Recommended Design Specification for Temporary Bracing of Metal Plate Connected Wood Trusses."
- D. Metal-Plate Connector Manufacturer's Qualifications: A manufacturer that is a member of TPI and that complies with TPI quality-control procedures for manufacture of connector plates published in ANSI/TP1 1.
- E. Single-Source Responsibility for Connector Plates: Provide metal connector plates from one source and by a single manufacturer.
- F. Wood Structural Design Standard: Comply with applicable requirements of AFPA's "National Design Specification for Wood Construction" and its "Supplement."
- G. Single-Source Engineering Responsibility: Provide trusses engineered by metal-plate connector manufacturer to support superimposed dead and live loads indicated, with design approved and certified by a qualified professional engineer.
- H. Professional Engineer Qualifications: A professional engineer who is legally authorized to practice in the jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated that have resulted in installing metal-plate-connected wood trusses similar to those indicated for this Project and with a record of successful in-service performance.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Handle and store trusses with care and comply with manufacturer's written instructions and TPI recommendations to avoid damage and lateral bending.
- B. Inspect trusses showing discoloration, corrosion, or other evidence of deterioration. Discard and replace trusses that are damaged or defective.

1.8 SEQUENCING AND SCHEDULING

- A. Time delivery and erection of trusses to avoid extended on-site storage and to avoid delaying progress of other trades whose work must follow erection of trusses.

PART 2 – PRODUCTS

2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
1. Metal Connector Plates:
    - a. Alpine Engineered Products, Inc.
    - b. Computrus, Inc.

METAL-PLATE-CONNECTED WOOD TRUSSES  
Palmetto Pointe Villas  
Project No. 05283

06192 - 3  
10/12/05  
Britt, Peters & Associates, Inc.

- c. Mitek Industries, Inc.
- d. Robbins Manufacturing Company.
- e. Tee-Lok Corporation.
- f. Truswal Systems Corporation.

2. **Metal Framing Anchors:**

- a. Cleveland Steel Specialty Co.
- b. Harlen Metal Products, Inc.
- c. Silver Metal Products, Inc.
- d. Simpson Strong-Tie Company, Inc.
- e. Southeastern Metals Manufacturing Co., Inc.
- f. United Steel Products Co.

2.2 **DIMENSION LUMBER**

- A. **Lumber Standards:** Comply with DOC PS 20, "American Softwood Lumber Standard," and with applicable grading rules of inspection agencies certified by ALSC's Board of Review.
  - 1. SPIB - Southern Pine Inspection Bureau.
- B. **Grade Stamps:** Provide lumber with each piece factory marked with grade stamp of inspection agency evidencing compliance with grading rule requirements and identifying grading agency, grade, species, moisture content at time of surfacing, and mill.
- C. **Provide dressed lumber, S4S, manufactured to actual sizes required by DOC PS 20 for moisture content specified, to comply with requirements indicated below:**
  - 1. Provide dry lumber with 19 percent maximum moisture content at time of dressing.
- D. **Grade and Species:** Provide dimension lumber of any species for truss chord and web members, graded visually or mechanically, and capable of supporting required loads without exceeding allowable design values according to AFPA's "National Design Specification for Wood Construction" and its "Supplement."

2.3 **WOOD-PRESERVATIVE-TREATED MATERIALS**

- A. **General:** Where lumber is indicated as preservative treated or is specified to be treated, comply with applicable requirements of AWWA C2 (lumber). Mark each treated item with the Quality Mark Requirements of an inspection agency approved by ALSC's Board of Review.
- B. **Pressure treat aboveground items with waterborne preservatives to a minimum retention of 0.25 lb/cu. ft. (4 kg/cu. m). After treatment, kiln-dry lumber to a maximum moisture content of 19 percent.**
- C. **Complete fabrication of treated items before treatment, where possible. If cut after treatment, apply field treatment complying with AWWA M4 to cut surfaces. Inspect each piece of lumber after drying and discard damaged or defective pieces.**

2.4 **METAL CONNECTOR PLATES**

- A. **General:** Fabricate connector plates from metal complying with requirements indicated below.

METAL-PLATE-CONNECTED WOOD TRUSSES  
 Palmetto Pointe Villas  
 Project No. 05283

06192 - 4  
 10/12/05  
 Britt, Peters & Associates, Inc.

- B. Hot-Dip Galvanized Steel Sheet: Structural-quality steel sheet, zinc coated by hot-dip process complying with ASTM A 653, G60 (ASTM A 653M, Z180) coating designation; Grade 33 and not less than 0.0359 inch (0.91 mm) thick.

## 2.5 FASTENERS

- A. General: Provide fasteners of size and type indicated that comply with requirements specified below for material and manufacture.
1. Where truss members are exposed to weather or to high relative humidities, provide fasteners with a hot-dip zinc coating per ASTM A 153 or of stainless steel, Type 304 or 316.
- B. Nails, Wire, Brads, and Staples: FS FF-N-105.
- C. Power-Driven Fasteners: CABO NER-272.
- D. Wood Screws: ASME B18.6.1.
- E. Lag Bolts and Screws: ASME B18.2.1 (ASME B18.2.3.8M).
- F. Bolts: Steel bolts complying with ASTM A 307, Grade A (ASTM F 568, Property Class 4.6); with ASTM A 563 (ASTM A 563M) hex nuts and, where indicated, flat washers.

## 2.6 METAL FRAMING ANCHORS

- A. General: Provide metal framing anchors of structural capacity, type, size, metal, and finish indicated that comply with requirements specified, including the following:
1. Research or Evaluation Reports: Provide products for which model code research or evaluation reports exist that are acceptable to authorities having jurisdiction and that evidence compliance of metal framing anchors for application indicated with building code in effect for this Project.
  2. Allowable Design Loads: Provide products with allowable design loads, as published by manufacturer, that meet or exceed those indicated. Manufacturer's published values shall be determined from empirical data or by rational engineering analysis, and demonstrated by comprehensive testing performed by a qualified independent testing agency.
- B. Galvanized Steel Sheet: Hot-dip, zinc-coated steel sheet complying with ASTM A 653, G60 (ASTM A 653M, Z180) coating designation; structural, commercial, or lock-forming quality, as standard with manufacturer for type of anchor indicated.

## 2.7 MISCELLANEOUS MATERIALS

- A. Galvanizing Repair Paint: SSPC-Paint 20 or DOD-P-21035, with dry film containing a minimum of 94 percent zinc dust by weight.

## 2.8 FABRICATION

- A. Cut truss members to accurate lengths, angles, and sizes to produce close-fitting joints.

METAL-PLATE-CONNECTED WOOD TRUSSES  
Palmetto Pointe Villas  
Project No. 05283

06192 - 5  
10/12/05  
Britt, Peters & Associates, Inc.

- B. Fabricate metal connector plates to size, configuration, thickness, and anchorage details required to withstand design loadings for types of joint designs indicated.
- C. Assemble truss members in design configuration indicated using jigs or other means to ensure uniformity and accuracy of assembly with joints closely fitted to comply with tolerances of ANSI/TPI 1. Position members to produce design camber indicated.
  - 1. Fabricate wood trusses within manufacturing tolerances of ANSI/TPI 1.
- D. Connect truss members by metal connector plates located and securely embedded simultaneously into both sides of wood members by air or hydraulic press.

### **PART 3 – EXECUTION**

#### **3.1 INSTALLATION**

- A. Do not install wood trusses until supporting construction is in place and is braced and secured.
- B. Before installing, splice trusses delivered to Project site in more than one piece.
- C. Hoist trusses in place by lifting equipment suited to sizes and types of trusses required, exercising care not to damage truss members or joints by out-of-plane bending or other causes.
- D. Install and brace trusses according to recommendations of TPI and as indicated.
- E. Install trusses plumb, square, and true to line and securely fasten to supporting construction.
- F. Space, adjust, and align trusses in location before permanently fastening and as follows:
  - 1. Truss Spacing: As indicated.
- G. Anchor trusses securely at all bearing points using metal framing anchors. Install fasteners through each fastener hole in metal framing anchor according to manufacturer's fastening schedules and written instructions.
- H. Securely connect each truss ply required for forming built-up girder trusses.
  - 1. Anchor trusses to girder trusses as indicated.
- I. Install and fasten permanent bracing during truss erection and before construction loads are applied. Anchor ends of permanent bracing where terminating at walls or beams.
  - 1. Install and fasten strongback bracing vertically against vertical web of parallel-chord floor trusses at centers indicated.
- J. Install wood trusses within installation tolerances of ANSI/TPI 1.
- K. Do not cut or remove truss members.
- L. Return wood trusses that are damaged or do not meet requirements to fabricator and replace with trusses that do meet requirements.

METAL-PLATE-CONNECTED WOOD TRUSSES  
 Palmetto Pointe Villas  
 Project No. 05283

06192 - 6  
 10/12/05  
 Britt, Peters & Associates, Inc.



1. Do not alter trusses in the field.

### 3.2 REPAIRS AND PROTECTION

- A. Repair damaged galvanized coatings on exposed surfaces with galvanized repair paint according to ASTM A 780 and manufacturer's written instructions.

END OF SECTION 06192

METAL-PLATE-CONNECTED WOOD TRUSSES  
Palmetto Pointe Villas  
Project No. 05283

06192 - 7  
10/12/05  
Britt, Peters & Associates, Inc.

**Novus 000874**

## SECTION 06401 - EXTERIOR ARCHITECTURAL WOODWORK

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes the following:
  - 1. Exterior standing and running trim.
  - 2. Exterior ornamental work.
  - 3. Exterior screening system (Buyer's option).
  - 4. Shop priming exterior woodwork.

#### 1.3 SUBMITTALS

- A. Product Data: For each type of product and process indicated and incorporated into items of exterior architectural woodwork during fabrication, finishing, and installation.
  - 1. Include data for wood-preservative treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements.
- B. Shop Drawings: Show location of each item, dimensioned plans and elevations, large-scale details, attachment devices, and other components.
  - 1. Show details full size.
  - 2. Show locations and sizes of blocking and nailers, including concealed blocking and reinforcement specified in other Sections.
- C. Product Certificates: For each type of product, signed by product manufacturer.
- D. Qualification Data: For installer and fabricator.

#### 1.4 QUALITY ASSURANCE

- A. Fabricator Qualifications: Shop that employs skilled workers who custom-fabricate products similar to those required for this Project and whose products have a record of successful in-service performance.
- B. Installer Qualifications: Fabricator of products.
- C. Quality Standard: Unless otherwise indicated, comply with AWI's "Architectural Woodwork Quality Standards" for grades of exterior architectural woodwork indicated for construction, finishes, installation, and other requirements.

EXTERIOR ARCHITECTURAL WOODWORK  
Palmetto Pointe Villas  
Project No. 2003-1105.03

06401 - 1  
11/9/2005  
SGM Architects, Inc.

**Novus 000875**

## 1.5 PROJECT CONDITIONS

- A. Weather Limitations: Proceed with installation of exterior woodwork only when existing and forecasted weather conditions permit work to be performed and at least one coat of specified finish to be applied without exposure to rain, snow, or dampness.
- B. Field Measurements: Where woodwork is indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication and indicate measurements on Shop Drawings. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
  - 1. Locate concealed framing, blocking, and reinforcements that support woodwork by field measurements before being enclosed and indicate measurements on Shop Drawings.

## 1.6 COORDINATION

- A. Coordinate sizes and locations of framing, blocking, reinforcements, and other related units of Work specified in other Sections to ensure that exterior architectural woodwork can be supported and installed as indicated.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. General: Provide materials that comply with requirements of AWI's quality standard for each type of woodwork and quality grade specified, unless otherwise indicated.

### 2.2 WOOD-PRESERVATIVE-TREATED MATERIALS

- A. Preservative Treatment by Pressure Process: AWPA C2 (lumber) and AWPA C9 (plywood) and the following:
  - 1. Preservative Chemicals: Acceptable to authorities having jurisdiction. Use chemical formulations that do not bleed through or otherwise adversely affect finishes. Do not use colorants to distinguish treated materials from untreated materials.
  - 2. Kiln-dry lumber and plywood after treatment to a maximum moisture content, respectively, of 19 and 15 percent. Do not use materials that are warped or do not comply with requirements for untreated materials.
  - 3. Mark each treated item with treatment quality mark of an inspection agency approved by the American Lumber Standards Committee Board of Review.
- B. Extent of Treatment: Treat blocking and nailers by pressure process and treat other exterior architectural woodwork either by pressure or nonpressure process.

### 2.3 INSTALLATION MATERIALS

- A. Blocking, Shims, and Nailers: Softwood or hardwood lumber, pressure-preservative treated, kiln dried to less than 15 percent moisture content.

EXTERIOR ARCHITECTURAL WOODWORK  
Palmetto Pointe Villas  
Project No. 2003-1105.03

06401 - 2  
11/9/2005  
SGM Architects, Inc.

**Novus 000876**

- B. Nails: Hot-dip galvanized or stainless steel.
- C. Screws: Hot-dip galvanized or stainless steel.
  - 1. Provide self-drilling screws for metal framing supports, as recommended by metal-framing manufacturer.
- D. Anchors: Select material, type, size, and finish required for each substrate for secure anchorage. Provide nonferrous-metal or hot-dip galvanized anchors and inserts, unless otherwise indicated. Provide toothed-steel or lead expansion sleeves for drilled-in-place anchors.

#### 2.4 FABRICATION, GENERAL

- A. Wood Moisture Content: 9 to 15 percent.
- B. Fabricate woodwork to dimensions, profiles, and details indicated. Ease edges to radius indicated for the following:
  - 1. Edges of Solid-Wood (Lumber) Members 3/4 Inch Thick or Less: 1/16 inch.
  - 2. Edges of Rails and Similar Members More Than 3/4 Inch Thick: 1/8 inch
- C. Complete fabrication, including assembly, finishing, and hardware application, to maximum extent possible before shipment to Project site. Disassemble components only as necessary for shipment and installation. Where necessary for fitting at site, provide ample allowance for scribing, trimming, and fitting.
- D. Shop cut openings, to maximum extent possible, to receive hardware, electrical work, and similar items. Locate openings accurately and use templates or roughing-in diagrams to produce accurately sized and shaped openings. Smooth edges of cutouts and seal with a water-resistant coating suitable for exterior applications.

#### 2.5 EXTERIOR STANDING AND RUNNING TRIM

- A. Grade: Custom.
- B. Backout or groove backs of flat trim members, and kerf backs of other wide, flat members, except for members with ends exposed in finished work.
- C. Assemble casings in plant except where shipping limitations require field assembly.
- D. Wood Species: Southern Yellow Pine, No. 1 KDAT pressure preservative treated.
  - 1. Do not use plain-sawn lumber with exposed, flat surfaces more than 3 inches wide.

#### 2.6 EXTERIOR ORNAMENTAL WORK

- A. Exterior ornamental work for opaque finish includes the following:
  - 1. Balustrades and rails.
  - 2. Columns.

EXTERIOR ARCHITECTURAL WOODWORK  
Palmetto Pointe Villas  
Project No. 2003-1105.03

06401 - 3  
11/9/2005  
SGM Architects, Inc.

**Novus 000877**

- 3. Brackets.
- 4. Wood lattice.
- B. Grade: Custom.
- C. Wood Species: Southern Yellow Pine, pressure preservative treated.
  - 1. Do not use plain-sawn lumber with exposed, flat surfaces more than 3 inches wide.
- 2.7 EXTERIOR SCREENING SYSTEM (BUYER'S OPTION)
  - A. Materials:
    - 1. Framing: Integrally colored, vinyl complying with ASTM D 3679.
    - 2. Screen Doors: Constructed of extruded closed cell vinyl profiles, assembled with dowels and glue.
    - 3. Screening: 20-by-20 mesh of vinyl-coated polyester; woven and fused to form a fabric mesh resistant to corrosion, shrinkage, stretch, impact damage, and weather deterioration; color as selected by Architect.
    - 4. Spline: Removable 0.175-inch rubber spline.
  - B. Product: "Porch Screening System" by Screen Tight, Georgetown, SC or equal.
- 2.8 SHOP PRIMING
  - A. Woodwork for Opaque Finish: Shop prime woodwork for paint finish with one coat of wood primer specified in Division 9 painting Sections.
  - B. Preparations for Finishing: Comply with referenced quality standard for sanding, filling countersunk fasteners, sealing concealed surfaces, and similar preparations for finishing architectural woodwork, as applicable to each unit of work.
    - 1. Backpriming: Apply one coat of sealer or primer, compatible with finish coats, to concealed surfaces of woodwork. Apply two coats to surfaces installed in contact with concrete or masonry and to end-grain surfaces.

## PART 3 - EXECUTION

- 3.1 PREPARATION
  - A. Before installation, condition woodwork to average prevailing humidity conditions in installation areas.
  - B. Deliver concrete inserts and similar anchoring devices to be built into substrates well in advance of time substrates are to be built.
  - C. Before installing architectural woodwork, examine shop-fabricated work for completion and complete work as required, including removal of packing and backpriming.

EXTERIOR ARCHITECTURAL WOODWORK  
 Palmetto Pointe Villas  
 Project No. 2003-1105.03

06401 - 4  
 11/9/2005  
 SGM Architects, Inc.

**Novus 000878**

### 3.2 INSTALLATION

- A. Quality Standard: Install woodwork to comply with same grade specified in Part 2 for type of woodwork involved.
- B. Install woodwork true and straight with no distortions. Shim as required with concealed shims. Install level and plumb to a tolerance of 1/8 inch in 96 inches.
- C. Scribe and cut woodwork to fit adjoining work, and refinish cut surfaces or repair damaged finish at cuts.
- D. Preservative-Treated Wood: Where cut or drilled in field, treat cut ends and drilled holes according to AWPA M4.
- E. Anchor woodwork to anchors or blocking built in or directly attached to substrates. Secure to grounds, stripping and blocking with countersunk concealed fasteners and blind nailing. Use fine finishing nails for exposed nailing, countersunk and filled flush with woodwork.
- F. Install vinyl components and screening system in accordance with manufacturer's instructions.
- G. Standing and Running Trim: Install with minimum number of joints possible, using full-length pieces (from maximum length of lumber available) to greatest extent possible. Do not use pieces less than 36 inches long, except where shorter single-length pieces are necessary. Scarf running joints and stagger in adjacent and related members.
  - 1. Install standing and running trim with no more variation from a straight line than.
- H. Refer to Division 9 Sections for final finishing of installed architectural woodwork.

### 3.3 ADJUSTING AND CLEANING

- A. Repair damaged and defective woodwork, where possible, to eliminate functional and visual defects; replace woodwork where not possible to repair. Adjust joinery for uniform appearance.
- B. Clean woodwork on exposed and semiexposed surfaces. Touch up shop-applied finishes to restore damaged or soiled areas.

END OF SECTION 06401

EXTERIOR ARCHITECTURAL WOODWORK  
Palmetto Pointe Villas  
Project No. 2003-1105.03

06401 - 5  
11/9/2005  
SGM Architects, Inc.

**Novus 000879**