



1100 HARDING PLACE
CHARLOTTE NC 28204
PH: (980) 938-5500 FAX: (704) 910-3060

PURCHASE AGREEMENT

Show this Purchase Agreement Number on all correspondence,
invoices, shipping papers and packages

No: _____
Job#: _____
Date: _____

To:

Attn:
Phone:
Mobile:
Fax:
Email:

Job Name:	
Ship to:	

Safety & Contract Terms See Attached Conditions	Combined Invoice/Lien Release must be original and sent into the Charlotte Office for Processing - 1100 Harding Place, Charlotte NC 28204	Project Manager	Superintendent
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Phase	Description	Amount
	<p>All demolition should be per the demolition plan and cover all items and areas marked as to be removed. All utilities are to be capped at point of disconnection. All traffic control required for the demolition process will be included in this contract. These items will become part of this contract: Exhibit 'A' Plan List & Exhibit 'B' - Proposal from (subcontractor)</p> <p><u>Notes:</u></p> <ol style="list-style-type: none">1. All work is to be completed as per contract drawings listed in attached "Exhibit A"2. All work is to be completed in a safe manner as required by Primax and OSHA standards.3. All closeout documents and warranties are required before final payment will be released.4. Change order work requires written approval by Primax prior to work beginning.5. Coordinate all deliveries and work with site Superintendent.6. All utility shut offs will be handled by Primax Construction, Inc.7. All demo debris will be sent to a state licensed facility8. No asbestos has been found according to testing done by outside agency. If asbestos is encountered all work must cease and the Primax Superintendent notified immediately. <p>***No change orders will be accepted without prior authorization from Primax Construction, Inc.*** Payment to be made approx. 30 days after receipt of properly submitted invoice and lien waiver. This invoice must include Primax Constructions Purchase Agreement #</p> <p>Total Contract Amount</p>	

In accordance with the Contract Conditions attached hereto. The signing of this purchase agreement constitutes a contract.

One copy is to be signed by an officer of the Vendor and returned to us. Please retain one copy for your records.

Subcontractors Sales Tax #: _____

State Sales Tax is Paid: _____

No Sales Tax Paid: _____

Owner(s): _____
(Owner listed for Informational Purposes Only)

By:

Accepted: _____

Primax Construction, Inc.

Date: _____

Vendor Sign & Return



RE:
Job Name:

To:

Enclosed please find our offer to contract, which includes the following: one (1) copies of our purchase agreement; one (1) copies of our contract conditions; and one (1) copy of our pay application/lien release.

In order for the offer to contract to be valid, we must receive the following items within 7 days of the date of this letter:

- 1) One properly executed signed Purchase Agreement.
- 2) One properly executed signed Contract Conditions, including Safety Conditions.
- 3) Your Certificate of Insurance indicating carriage of Worker's Compensation & General Liability Insurance with appropriate endorsements as outlined in the Contract Conditions (example included).
- 4) W-9 Form Completed with Federal ID number (form attached).
- 5) Material Safety Data Sheets for any and all materials supplied for the job should be taken to the jobsite and given to the Superintendent.

No vendor will be allowed on the jobsite until proof of insurance, in accordance with the contract conditions, is received in our office (example attached). If these items are not received in our office within 7 days we will offer the contract to second bidder.

To assure prompt payment, please submit only the *attached* payment application/lien release for payment. This document **MUST BE ORIGINAL** and mailed to our office in Charlotte NC. Faxed and/or emailed copies of payment applications/lien releases are unacceptable.

We look forward to working with you on this project. If you have any questions, please do not hesitate to contact me.

Yours very truly,

PRIMAX CONSTRUCTION, INC.

Project Manager



CONTRACT CONDITIONS

Purchase Agreement Number:

GENERAL

- 1) Prior to the initiation of any work, the following items must be delivered to this office:
 - a. One properly executed copy of the Purchase Agreement.
 - b. One properly executed copy of the Contract Conditions, including Safety Conditions.
 - d. Current Certificate of Insurance(s) indicating coverage and endorsements as outlined below (example attached).
 - e. Property executed W-9 including Subcontractor's Federal ID Number or Social Security Number (form attached).
- 2) The subcontractor represents that it has made itself aware of all applicable federal, state and local statutes, ordinances and regulations as well as any industry accepted safety practices, and it will inform, train and supervise its employees with respect to such laws and safety practices. The subcontractor shall also be responsible for assuring that any subcontractors or independent contractors, which the subcontractor may employ, will comply with the same standards and practices required of the subcontractor. Violation of such statutes, ordinances, regulations or safety practices shall be considered a breach of this contract and any related or resulting fines or injuries shall be the responsibility of the subcontractor.
- 3) No changes will be made to this agreement unless agreed to by both parties and specified in an executed written Change Order.
- 4) Purchase agreement may not be assigned or further subcontracted to another party without notice and written consent of Primax Construction Inc. Consent will be conditioned on assignee or second tier subcontractors complying with laws and regulations and Primax Construction's safety requirements and other contract provisions as outlined herein.
- 5) The Subcontractor shall secure and pay for all permits, fees, and licenses and shall pay for all sales and other taxes required under this agreement.
- 6) Should Subcontractor at any time, fail to supply sufficient number of skilled workman or a sufficient quantity of materials of proper quality, or fail in any respect to prosecute the work covered by this Subcontract with promptness and diligence, or fail in the performance of any of the agreements here in contained, or should any workmen engage in strike or other work stoppage, or cease to work due to picketing or other such activity, or fail to make payments to workers or material suppliers, Contractor may, in any of such events at its option, after forty-eight hours written notice to Subcontractor, provide any such labor and/or materials and deduct the cost thereof from any monies due or thereafter become due to Subcontractor. If expenses incurred by General Contractor in completing work shall exceed the unpaid balance, Subcontractor shall pay the General Contractor along with any damages incurred as result of default. General Contractor may, at it's option, terminate this agreement with Subcontractor and have the right to complete the work hereunder with another Subcontractor. Subcontractor shall be liable to General Contractor for all costs and damages incurred by Subcontractor due to failure to perform.
- 7) Subcontractor hereby guarantees all workmanship and materials to be free from fault and defects for a period of one year from the date of final acceptance of the Work or for such longer period as appears in the specifications. All materials shall be new and of good quality unless otherwise specified.

INDEMNIFICATION

The Work performed by Subcontractor shall be at the risk of Subcontractor exclusively. To the fullest extent permitted by law, Subcontractor shall indemnify, defend (at Subcontractor's sole expense) and hold harmless, Primax Construction, Inc., and the Owner, and their affiliated companies, partners, joint ventures, representatives, members, designees, officers, directors, shareholders, employees, agents, successors, and assigns ("Indemnified Parties"), from and against any and all claims for bodily injury, death or damage to property, demands, damages, actions, causes of action, suits, losses, judgments, obligations and any liabilities, costs and expenses (including but not limited to investigative and repair costs, attorneys' fees and costs, and consultants' fees and costs) or Claims which arise or are in any way connected with the Work performed, materials furnished, or Services provided under this Agreement by Subcontractor or its agents. These indemnity and defense obligations shall apply to any acts or omissions, negligent or willful misconduct of subcontractor, its employees or agents, whether active or passive. Subcontractor shall not be obligated to indemnify and defend Primax Construction, Inc., and the Owner, for claims found to be due to the sole negligence or willful misconduct of Indemnified Parties.

Subcontractor's indemnification and defense obligations hereunder shall extend to Claims occurring after this Agreement is terminated as well as while it is in force, and shall continue until it is finally adjudicated that any and all actions against the Indemnified Parties for such matters which are indemnified hereunder are fully and finally barred by applicable Laws.

INSURANCE

All subcontractors are required to carry Worker's Compensation, General Liability, and Automobile Liability (including hired and non-owned vehicles) with minimum limits and coverage as outlined below. All policies must include a minimum of 30 days written notice cancellation or termination. Cancellation of any insurance does not release subcontractor of any contractual responsibility with regard to losses or claims. Send to our office your Certificate of Insurance on ACORD 25 form before starting any work. Subcontractor shall be responsible for any desired coverage against damage or loss to it's own materials, facilities, tools, equipment, scaffolds, bracing, and any other items not covered by Owner's or General Contractor's fire insurance policy (with builders risk endorsement).

Workers Compensation including Employers Liability with limits of:

Primax Construction Inc requires Workers Comp coverage even where it's not mandated by state law (i.e. Texas).

A waiver of subrogation in favor of Primax Construction, Inc., and the Owner of the property is included as respects the WC Policy.

See required limits below and include Statutory limits for state where work performed.

Employers Liability

\$100,000 Each accident	\$500,000 Disease – Policy Limit	\$100,000 Disease – Each Employee
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General Liability

\$1,000,000 – Each Occurrence	\$50,000 - Damage to Rented Premises	\$5,000 - Medical Expense
\$1,000,000 – Personal and Advertising Injury	\$2,000,000 - General Aggregate	\$2,000,000 - Products and Completed Operations Aggregate

General Liability must include:

- Aggregate Per Project
- Waiver of Subrogation
- Name Primax Construction, Inc., and the Owner (as listed at bottom on Purchase Agreement) as additionally insured on a primary basis for ongoing and completed work per ISO form CG 20 10 11 85 or it's coverage equivalent (i.e. combination of ISO forms CG 20 10 10 01 and CG 20 37 10 01).
- Additionally insured (listed above) must be maintained for a minimum number of years beyond substantial completion of work sufficient to satisfy the statute of limitations / repose.

Business Automobile Liability

- \$1,000,000 – Combined Single Limit For All Owned, Non-owned, And Hired Autos
- Primax Construction, Inc., and the Owner to be named as additional insured.

Initials _____

VENDOR SIGN & RETURN

Page 1 of 3 Contract Conditions



Purchase Agreement Number:

BILLING AND PAYMENT

- 1) Proper submission of Pay Application will result in expeditious payment:
 - a. Original Pay Application/Lien Release Combination must be addressed to Primax Construction and mailed to our office in Charlotte NC.
 - b. Faxed or Emailed Pay Application/Lien Releases are not acceptable.
 - c. Pay Application/Lien Release must be complete and include the job name and Purchase Agreement number.
 - d. Each Pay Application/Lien Release must be signed by an officer of company and notarized.
 - e. Invoices must be submitted on the included Pay Application/Lien Release Combination to avoid delays in payment.
- 2) Joint Checks – Primax Construction will honor joint check arrangements upon receipt of a signed agreement between the parties. Prior to payment, each party will be required to provide the information and lien releases as addressed in the insurance section and section 6, respectively. Provided, however, that Primax Construction's issuance of a joint check shall not be construed to create any express or implied contract with or any payment obligation to any subcontractor or supplier with which Primax Construction did not contract directly.
- 3) Payment terms are net thirty (30) days from receipt of correctly submitted invoice. Special payment terms must be specified and approved in advance in the Purchase Agreement or by an executed Change Order.
- 4) Payment for Change Orders is subject to verification of completion of the work as determined by a Primax Construction representative in writing at Primax Construction representative's sole discretion.
- 6) Subcontractor covenants and agrees that its work referred to in this Agreement shall be completed in a prompt and timely fashion and delivered to Contractor and the Owner free and clear of any liens, lien rights, claims of lien, or circumstances which would give rise to a claim of lien. All parties dealing with Subcontractor, including materialmen, suppliers, laborers, agents, other subcontractors or others will be fully paid as and when due by Subcontractor. No request for an interim or final draw will be honored unless Subcontractor has furnished, to the satisfaction of the Contractor, lien waivers and releases from all parties who have delivered a Notice to Owner, and other parties who have furnished labor or materials for the improvement of the property, whether or not a Notice to Owner has been provided.
- 7) Subcontractor shall not be entitled to any draw if the payment of such would place Contractor or the Owner in default under any construction financing, construction loan agreement, construction contract or other document executed or delivered in connection with the financing of the project which is the subject of this Agreement. No draw will be funded if Subcontractor is in default under any provision of this Agreement. No draw shall be honored or funded if the payment of such draw would render the unfunded portion of the amount due Subcontractor hereunder insufficient to complete the work required of Subcontractor hereunder. Any request for draw submitted by Subcontractor shall be accompanied by a "critical path" or other calculation showing the percentage of work completed, the percentage of work remaining, the percentage of draws funded and the percentage of contract price remaining to be paid.
- 8) Each application for payment (including the final application) submitted by Subcontractor shall be itemized and accompanied by such additional supporting data and documents as Contractor or Owner may, from time to time be required to supply, including (without limitation) certified payroll records and a sworn statement by Subcontractor of all persons furnishing materials or labor for the Subcontractor's work, along with such additional waivers or releases as Contractor or Owner may reasonably require to prevent attachment of any lien in favor of Subcontractor or any of its subcontractors or suppliers (including any lower tier subcontractors or suppliers). Such waivers may be made conditional upon payment.
- 9) Contractor may withhold an amount equal to ten percent (10%) of each draw as retainage, the payment of which shall be made to Subcontractor as a part of the final draw under this Agreement. Retainage shall not be paid to Subcontractor unless and until Subcontractor is entitled to receive its final draw and until all tier subcontractors or suppliers have been paid in full.
- 10) The final draw and retainage shall not be paid to Subcontractor, unless and until (1) Subcontractor has provided, to the satisfaction of Contractor and Owner, lien releases and lien waivers from every party, person or company that has furnished work, materials or supplies for the improvement of the Property under this Agreement; (2) the work is fully and finally complete, with no punch list items remaining, to the satisfaction of Contractor and Owner; (3) The inspecting architect or building inspector designated by any construction lender, and the building inspector for the city or county, has approved Subcontractor's work; (4) Subcontractor has submitted a final affidavit executed by an officer of Subcontractor, under oath, stating that all work as been performed, all parties entitled to be paid have been paid in full and that there are no outstanding liens, claims of liens or liens rights existing in any third part with respect to this Agreement; (5) if applicable, a Certificate of Occupancy has been issued for the project; (6) Subcontractor has executed and delivered a full, final and complete release of any lien, lien rights or claim of lien to which Subcontractor may be entitled. If Subcontractor has filed any notice of commencement, Subcontractor shall cancel and terminate such notice of commencement as a condition of receiving its final draw hereunder; and (7) all applicable warranties have been provided to our office.
- 11) Invoices pertaining to this project must be received in this office within 120 days of last providing materials or labor. Invoices after that date will not be processed or accepted.
- 12) The parties hereto agree that this purchase agreement and all documents executed in connection herewith may be validly executed and delivered by electronic means, including using faxed or electronically scanned signatures. Also, any document requiring more than one signature may be signed in counterparts. Exception: Pay Application/Lien Release must be an original received in our office.

By executing this agreement, the Subcontractor confirms and agrees that their employees, vendors, suppliers, and any other affiliated persons, are all property licensed in their field, as required by local, state or national requirements.

In the event the Subcontractor breaches the provisions of this agreement, Contractor will provide written notice regarding Subcontractor's failure to perform. If Subcontractor has not cured the default within forty-eight hours after issuance of notice, Contractor may without prejudice to its other rights or remedies cure the failure or default at the costs and expense of the Subcontractor and Contractor may offset against the payment due, becoming due or previously paid to Subcontractor from Contractor.

On Completion of the work hereunder, Subcontractor, shall vacate and leave the jobsite free and clear of debris, construction equipment, materials, tools, rubbish and trash. In the event the Subcontractor should fail to do so promptly, then the General Contractor, at their option may have such debris and/or materials removed and charge the costs of said removal to the Subcontractor account. The requirements of the paragraph are a condition precedent to Subcontractor being entitled to final payment under this agreement.

Subcontractor agrees to turn said work over to the General Contractor in good condition, free and clear from all claims, encumbrances, patent royalties and liens growing out of the performance of this agreement, and in the event of the failure to the Subcontractor during process of said work, or any time thereafter, to pay for all materials and labor used in prosecution of said work, the General Contractor may pay for outstanding bills and labor and charge said amounts to Subcontractor. In case suite to establish lien is brought by any person, firm or corporation furnishing material or labor to said Subcontractor under this agreement, Subcontractor will at their own costs and expense (including attorney's fees) defend such suite and pay such lien established in court or otherwise, plus any expense to General Contractor resulting from such lien action.

Initials _____

VENDOR SIGN & RETURN

Page 2 of 3 Contract Conditions



SAFETY CONDITIONS

Purchase Agreement Number: _____

By entering into this Contract and doing business with Primax Construction, the Subcontractor consents and agrees to the following provisions as material terms of this Contract:

- 1) The subcontractor represents that it has made itself aware of all applicable federal, state and local statutes, ordinances and regulations as well as any industry accepted safety practices, and it will inform, train and supervise its employees with respect to such laws and safety practices. The subcontractor shall also be responsible for assuring that any subcontractors or independent contractors, which the subcontractor may employ, will comply with the same standards and practices required of the subcontractor. Violation of such statutes, ordinances, regulations or safety practices shall be considered a breach of this contract and any related or resulting fines or injuries shall be the responsibility of the subcontractor.
- 2) Primax Construction, OSHA, and local safety codes require that each company working on a construction project have trained, competent safety persons on site at all times. Regulations further require that each company have a written safety program either on site or readily available for review by a person requesting the information. The subcontractor agrees that upon request, it will provide Primax Construction, for Primax Construction to retain, the subcontractor's written safety program, including any revisions to its safety program as those revisions may be implemented during the term of this Contract.
Competent Safety Person(s) Name for this job site: _____
Does your company have a Written Safety Program Available? Yes _____ No _____
- 3) All OSHA regulations are to be observed during construction. Keeping our projects safe is required whether working on-site or making deliveries to it. Our field supervisors have been instructed to make daily safety inspections, and to issue safety violation notices to the appropriate party when violations are found. Violations are to be corrected immediately. Those found in violation of any OSHA regulation and who do not promptly remedy such observed violations may be asked to leave the site and their contract / purchase order voided. In the alternative, within its discretion, Primax Construction may take deductions from the amounts otherwise due to the subcontractor under the terms of this Contract.
- 4) Material Safety Data Sheets for any and all materials supplied for the job must be presented at the Preparatory Meeting held with the Primax Superintendent BEFORE the start of work. These sheets must be available on site at all times during the duration of the work.
- 5) Any OSHA violations observed and noted by the Job Superintendent will be corrected or it will result in the cessation of work until corrected.
- 6) All Primax Construction job sites are considered Hard Hat Areas. The subcontractor is responsible for supplying its own Personal Protective Equipment and using the PPE that is appropriate and required for the trade performed.
- 7) The subcontractor agrees that it may not delegate its safety responsibilities, as set forth in this Contract or as imposed by law, to any of its second or lower tier subcontractors. The subcontractor also agrees that as a material condition of this contract, it agrees to be responsible for safety violations of its second or lower tier subcontractors as observed by Primax Construction, to the same extent as set forth in this Contract as to the subcontractor itself.
- 8) The subcontractor agrees to notify Primax Construction immediately and in writing should the name of the subcontractor's Competent Safety Person(s) on site change during the course of this Contract.

I, being an Officer or Owner of Company, have read and agree to the Contract Conditions and Safety Conditions set forth in this Agreement.


Vendor: _____ Certificate of Insurance attached? Yes: _____ No: _____
(Print Name & Title)

Signature: _____ Federal ID #: _____

Initials _____

VENDOR SIGN & RETURN

Page 3 of 3 Contract Conditions

Payment Application			
Subcontractor's Name & Address:		 <div style="margin-top: 10px;"> Primax Construction Inc. 1100 Harding Place Charlotte NC 28204 (980) 938-5500 </div>	
Email:		PCI Purchase Agreement No:	
Request No:	Property Owner:	PCI Job No:	Date:
Invoice No:		PCI Project Name:	
This request for payment is for material and work performed on the above project through the pay period ending:			
		Original Contract Amount Approved Change Orders Total Revised Contract	\$ \$ \$
A. Value of Work Performed to Date			
B. Value of Materials Stored on Site			
C. Total Earned (A + B)			
D. 10% Retainage (C x 10%)			
E. Total Earned Less Retainage (C - D)			
F. Previous Request for Payment			
G. Amount Due (E - F)			

Release

The undersigned, upon receipt of \$_____ from Property Owner and/or Primax Construction Inc., in full for payment for _____ (type of work) contract and extras for all labor and material delivered, furnished to or performed at the above referenced project, located in the City of _____, in the State of _____, by the undersigned and by anyone through, for or under him, and for the value received waives and releases any and all liens, claims of lien, and rights to file any lien against the property that is subject of this release. I also certify that payments recieved from the contractor to (1) all my subcontractors (sub-subcontractors) and (2) for all materials and labor used in or in connection with the performance of this contract. I further certify I have complied with Federal, State and Local tax laws, including Social Security laws and Unemployment Compensation Laws, Workmen's Compensation Laws, and U.S. Immigration and Customs laws, insofar as applicable to the performance of this contract.

1. The undersigned states: The following is a list of suppliers who have furnished anything for the said improvements on account of the undersigned's work which could create a claim or lien.

Name of Sub/Supplier	Amount Furnished to Date	Amount Paid to Date	Amount Due this Payment

2. That everything else furnished on account of the undersigned's work has been taken from stock and has been paid in full.

3. That this statement is true, correct, and that any false statement made herein creates potential civil or criminal fraud.

4. The undersigned certifies that he is legally authorized to execute this document on behalf of his firm.

5. All waivers are true, correct and genuine and delivered unconditionally and that there are no claims, legal or equitable to defeat their validity.

6. The undersigned individual and firm hereby agree and guarantee to hold the owner, architect, escrow agent, title insurance company, Primax Construction Inc. and any other party authorizing payment of account of this affidavit harmless against any lien, claim, or suite of conditional bill of sale.

7. A ten percent (10%) retainage of the total balance due will be held until all tier subcontractors have been paid in full and in accordance with the terms of the Purchase Agreement.

Company/Subcontractor's Name

Signature: Must be Officer of Company/ Title

State of _____, County of _____,

Subscribed and sworn to before the undersigned, a Notary Public, in and for the County and State aforesaid, this _____ day of _____, 20____

Notary Public Signature: _____

Seal:

My Commision Expires: _____

ONLY NOTARIZED ORIGINALS ACCEPTED



CERTIFICATE OF LIABILITY INSURANCE

PRIMA-2 OP ID: JCN

DATE (MM/DD/YYYY)

05/30/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Windermere Insurance Group LLC P O Box 32008 Charlotte, NC 28232-2008 Daniel M. Litaker III		Phone: 704-247-3000 Fax: 704-247-3050	CONTACT NAME: PHONE: (A/C, No, Ext): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: NAME OF INSURANCE COMPANY INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	FAX (A/C, No): NAIC #
INSURED CONTRACTOR NAME & ADDRESS				

EXAMPLE

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:	
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED 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.					
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY) POLICY EXP (MM/DD/YYYY) LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	X	POLICY NUMBER	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	X	POLICY NUMBER	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED. <input type="checkbox"/> RETENTION \$			POLICY NUMBER	EACH OCCURRENCE \$ AGGREGATE \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	X	POLICY NUMBER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate is valid for all projects contracted with Primax Construction Company Inc. Primax Construction Inc. and Owner are additional insureds on a primary and non-contributory basis with respects to the General Liability for ongoing and completed operations as required by written contract. Primax Construction Inc. and owner are included as additional insureds with respect to the Auto Liability. A waiver of subrogation in favor of Primax Construction Inc. and Owner applies to the General Liability, Auto Liability and Workers Compensation Policies as required by written contract. 30 days/10 days for nonpayment of premium notice of cancellation granted to additional insureds.

CERTIFICATE HOLDER Primax Construction Inc. 1100 Harding Place Charlotte NC 28204	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Daniel M. Litaker III
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ACORD 25 (2010/05)

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**Request for Taxpayer
Identification Number and Certification**

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.) City, state, and ZIP code List account number(s) here (optional)	Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3. Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.	Social security number [][][] - [][] - [][][][][] Employer identification number [][][] - [][][][][][][]
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Part II Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. citizen or other U.S. person (defined below). Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.	Sign Here Signature of U.S. person ▶ _____ Date ▶ _____
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General Instructions
Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form
A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:
1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:
• An individual who is a U.S. citizen or U.S. resident alien,
• A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
• An estate (other than a foreign estate), or
• A domestic trust (as defined in Regulations section 301.7701-7).
Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.