

EXHIBIT "B"



SPECIAL PROVISIONS FOR TECHNICAL SERVICES

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**SP-1 INSURANCE POLICY LIMITS**

The following shall be the minimum policy limits for each required Insurance type:

Workers' Compensation Limits		
No.	Minimum Policy Limit Amount	Coverage Type
1.	<b>\$1,000,000</b>	Each accident for bodily injury by accident
2.	<b>\$1,000,000</b>	Policy limit for bodily injury by disease
3.	<b>\$1,000,000</b>	Each employee for bodily by disease

General Liability Insurance Limits		
No.	Minimum Policy Limit Amount	Coverage Type
1.	<b>\$2,000,000</b>	Combined single limit for bodily Injury and property damage (each occurrence)
2.	<b>\$500,000</b>	Damage to rented premises (each occurrence)
3.	<b>\$10,000</b>	Medical expenses (any one person)
4.	<b>\$2,000,000</b>	Personal injury (each occurrence)
5.	<b>\$2,000,000</b>	General annual aggregate
6.	<b>\$2,000,000</b>	Products-completed operations annual aggregate

Excess/Umbrella Liability Limits		
No.	Minimum Policy Limit Amount	Coverage Type
1.	<b>\$2,000,000</b>	Each occurrence
2.	<b>\$2,000,000</b>	Aggregate

Automobile Liability Limits		
No.	Minimum Policy Limit Amount	Coverage Type
1.	<b>\$1,000,000</b>	Combines single limit (each occurrence)
2.	<b>\$1,000,000</b>	Aggregate

Hazardous Materials Limits <i>(if applicable)</i>		
No.	Minimum Policy Limit Amount	Coverage Type
1.	<b>\$</b>	Each occurrence
2.	<b>\$</b>	Aggregate

Professional Liability Limits		
No.	Minimum Policy Limit Amount	Coverage Type
1.	<b>\$2,000,000</b>	Each occurrence
2.	<b>\$2,000,000</b>	Aggregate

**SP-2 COMMENCEMENT, PROGRESS AND COMPLETION OF THE WORK**

SUBCONTRACTOR shall complete the Work under the subcontract to meet the following Subcontract Milestone dates:

No.:	Subcontract Milestone:	Subcontract Milestone Date:
1.	Notice To Proceed	
2.	Commencement of Work	
3.		
4.		
5.	Completion of Work	

**SP-3 SUBCONTRACT SCHEDULE**

SUBCONTRACTOR shall, from time to time, be required to provide to CONTRACTOR for approval an original and subsequently updated Subcontract Schedule showing all activities and sequence of operations needed for the orderly performance and completion of the Work in accordance with the Subcontract Milestones set forth above. SUBCONTRACTOR shall adhere to the approved Subcontract Schedule, submitting periodic progress reports and/or proposed schedule changes in form and manner directed by CONTRACTOR.

SUBCONTRACTOR agrees to the milestones, start, and completions dates as set forth in the Project Schedule provided by the CONTRACTOR as an Exhibit. The Project Schedule is not intended to be all inclusive as to each individual essential activity in sequence but is meant to provide for overall Work duration of the Project. SUBCONTRACTOR shall supplement Project Schedule as necessary to provide for enough detail to coordinate with other trades.

**SP-4 MEASUREMENT FOR PAYMENT**

To establish a basis for payment, SUBCONTRACTOR shall, within ten (10) calendar days after subcontract award, provide a Schedule of Values (lump sum breakdown) which proposes:

1. A reasonable number of measurable interim tasks required to accomplish each lump sum item, and
2. An allocation of the price to each task with reasonable relationship to the costs incurred in its accomplishment.

CONTRACTOR will review SUBCONTRACTOR'S Schedule of Values, determine the appropriate tasks and values for progress payments and so advise SUBCONTRACTOR in writing.

SUBCONTRACTOR shall then provide a schedule of the monthly progress payments (Estimated Payment Schedule) required to perform the Work in accordance with the Subcontract Schedule approved pursuant to the section titled "SUBCONTRACT SCHEDULE". The Estimated Payment Schedule shall apply either the Schedule of Values, a reasonable estimate of progress on tasks represented by unit prices or a combination thereof.

Written monthly estimates shall be prepared by SUBCONTRACTOR for CONTRACTOR'S approval covering the amount and value of Work satisfactorily performed by SUBCONTRACTOR up to the 25<sup>th</sup> of the month. Such estimate may be made by strict measurement, or by estimate, or partly by one method and partly by the other. Estimates shall not include materials or equipment not incorporated into the Work. The quantity of Work to be paid for under any item for which a unit price is fixed shall be the number of CONTRACTOR approved units of work satisfactorily completed in accordance with the specified unit measurement for payment provisions of this subcontract.

CONTRACTOR will review SUBCONTRACTOR'S monthly estimate and return an approved copy to SUBCONTRACTOR. Pursuant to the section titled "INVOICING AND PAYMENT", SUBCONTRACTOR shall prepare and submit to CONTRACTOR invoices, including a copy of the approved estimate, certified payrolls not previously submitted (if applicable), in accordance with the approved monthly estimates.

**SP-5 INVOICING AND PAYMENT**

A. SUBCONTRACTOR shall prepare and submit invoices as follows:

SUBCONTRACTOR shall fax or email the monthly Estimate Application to the Subcontract Administrator as identified in the section titled "AUTHORITY OF PERSONNEL." The Subcontract Administrator will then approve or reject the Estimate Application. If rejected the Subcontractor shall revised and resubmit Estimate Application prior to the due dates listed below.

SUBCONTRACTOR shall submit Application for Payment by mail for receipt by CONTRACTOR by the date listed below. Without prior approval faxed or emailed invoices shall not accepted and will be disposed of and/or deleted with no further action.

SUBCONTRACTOR shall certify in each invoice that there are no known outstanding mechanic's or material-men's liens, and that all due and payable bills have been paid or are included in the application for payment.

CONTRACTOR may, as a condition precedent to any payment, require SUBCONTRACTOR to submit for itself, its subcontractors, immediate and remote, and all material suppliers, vendors, laborers and other parties acting through or under it, complete waivers and releases of all claims against CONTRACTOR or OWNER arising under or by virtue of this subcontract. Upon request, SUBCONTRACTOR shall in addition furnish acceptable evidence that all such claims have been satisfied.

Invoicing Items:	Date Due Each Month:
Estimate Application	25th
Application for Payment	30th
Partial Release of Liens	30th

By the last day of the following month after receipt of a correct Application for Payment, CONTRACTOR will pay SUBCONTRACTOR the approved Application.

B. Any amounts otherwise payable under this subcontract may be withheld, in whole or in part, if:

1. Any claims are filed against SUBCONTRACTOR by CONTRACTOR, OWNER, or third parties (for which CONTRACTOR or OWNER is or may become liable);
2. SUBCONTRACTOR is in material default of any subcontract condition including, but not limited to, the schedule, quality assurance, and health and safety requirements;
3. SUBCONTRACTOR has not submitted:
  - a) Schedules as defined in the Special Provision titled "SUBCONTRACT SCHEDULE",
  - b) Proper insurance certificates, or not provided proper coverage or proof thereof, and
  - c) Required Performance and Payment Bonds or CONTRACTOR approved equivalent securities.
  - d) Adjustments are due from previous overpayment or audit result; or
5. Offsets in favor of CONTRACTOR in other transactions are asserted.

C. CONTRACTOR will pay such withheld payments if SUBCONTRACTOR:

1. Pays, satisfies or discharges any claim of CONTRACTOR, OWNER, or third parties against SUBCONTRACTOR under or by virtue of this subcontract; or
2. Cures all defaults in the performance of this subcontract.

If claims filed against SUBCONTRACTOR connected with performance under this subcontract, for which CONTRACTOR may be held liable if unpaid (e.g., unpaid withholding and back taxes), are not promptly removed by SUBCONTRACTOR after receipt of written notice from CONTRACTOR to do so, CONTRACTOR may remove such claims and deduct all costs in

connection with such removal from withheld payments or other monies due, or which may become due, to SUBCONTRACTOR. If the amount of such withheld payment or other monies due SUBCONTRACTOR under this subcontract is insufficient to meet such costs, or if any claim against SUBCONTRACTOR is discharged by CONTRACTOR after final payment is made, SUBCONTRACTOR and its surety or sureties, if any, shall promptly pay CONTRACTOR all costs incurred thereby regardless of when such claim arose or whether such claim imposed a lien upon the Project or the real property upon which the Project is situated.

D. In the event a lien is filed, SUBCONTRACTOR shall remove the lien, or see that it is removed or shall furnish a bond for the full amount thereof within seven (7) calendar days of notice by CONTRACTOR or as otherwise specified by applicable law. Upon SUBCONTRACTOR'S failure to promptly comply with the foregoing requirements CONTRACTOR may remove such liens. SUBCONTRACTOR shall reimburse CONTRACTOR for all costs in connection with the removal of such liens and CONTRACTOR may deduct such costs from payments or other monies due, or which may become due, to SUBCONTRACTOR.

E. Upon receipt by SUBCONTRACTOR of CONTRACTOR'S Notice of Final Acceptance of the Work under this subcontract, SUBCONTRACTOR shall prepare, as required above, an estimate of all remaining Work satisfactorily completed under this subcontract. Upon CONTRACTOR'S approval of such estimate, SUBCONTRACTOR shall prepare and submit its final invoice in accordance with the approved estimate.

Unless otherwise specified by applicable law, CONTRACTOR will, within sixty (60) calendar days following Final Acceptance of the Work and after submittal of such final invoice, pay to SUBCONTRACTOR the amount then remaining due, provided that, SUBCONTRACTOR shall have furnished CONTRACTOR and OWNER for itself, its subcontractors, immediate and remote, and all material suppliers, vendors, laborers and other parties acting through or under it, waivers and releases of all claims against CONTRACTOR or OWNER arising under or by virtue of this subcontract, except such claims, if any, as may with the consent of CONTRACTOR and OWNER be specifically excepted by SUBCONTRACTOR from the operation of the release in stated amounts to be set forth therein.

F. Notwithstanding subclause E, CONTRACTOR may, at its sole discretion, require a warranty bond in the amount equal to all, or some portion of, retained amounts as a condition of release until expiration of the warranties provided under the General Condition titled "WARRANTY".

G. No payments of invoices or portions thereof shall at any time constitute approval or acceptance of any Work under this subcontract, nor be considered a waiver by CONTRACTOR or OWNER of any of the terms of this subcontract. However, all equipment and materials for which title has vested in OWNER pursuant to the terms of this subcontract shall not be part of SUBCONTRACTOR'S property or estate, unless otherwise specified by applicable law, in the event SUBCONTRACTOR is adjudged bankrupt or makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of SUBCONTRACTOR'S insolvency, or if all or any portion of this subcontract is terminated.

H. SUBCONTRACTOR shall submit all invoices in original to:

Holland Construction Corporation  
P.O. Box 516  
751 Frederick Street  
Hanover, PA 17331

Attention: Accounts Payable  
Reference: Subcontract No.

Receipt of payments by the CONTRACTOR from the OWNER shall in each instance be an express condition precedent to the right of the SUBCONTRACTOR to receive payment. SUBCONTRACTOR shall not be entitled to progress payments, or final payments from CONTRACTOR, unless, until and then only to the extent such payment has been received by CONTRACTOR from OWNER, regardless of cause.

## **-6 PRICING OF ADJUSTMENTS**

When costs are a factor in determination of a subcontract adjustment pursuant to the General Provision titled "CHANGES", or any other provision of this subcontract, such costs, increased or decreased, shall be submitted by SUBCONTRACTOR in the form of a lump sum, firm fixed price proposal, or as otherwise directed by CONTRACTOR.

When SUBCONTRACTOR is directed to propose price adjustments pursuant to the above, it shall provide cost breakdown information for the purpose of and in sufficient detail to permit analysis including, but not limited to, labor categories, job hours and rates, equipment and material quantities, sources and calculations, overhead costs and allocations, profit computations and any other reference data upon which such estimates are based. SUBCONTRACTOR shall keep separate accounts and records for all change Work and shall make such records available to CONTRACTOR upon request.

Time & Material Work (T&M): If SUBCONTRACTOR has been authorized in writing to conduct work prior to the approval of the subcontract adjustment procedure above, SUBCONTRACTOR shall provide work tickets on a daily basis identifying direct labor,

equipment and materials used that day to be verified by signature by the CONTRACTOR's onsite representative. When T&M work is completed, the verified daily work tickets shall be used for the basis of the Pricing Adjustment procedure described in this section. Failure by the SUBCONTRACTOR to get the daily work tickets verified shall release the CONTRACTOR and/or OWNER of any payment obligation associated with the unverified daily work ticket. Non-payment due to SUBCONTRACTOR's failure to have daily work ticket authorized shall not relive the SUBCONTRACTOR from any other obligations herein.

**SP-7 KEY PERSONNEL**

SUBCONTRACTOR shall assign the below listed Key Personnel to this subcontract. The listed Key Personnel shall be assigned to the subcontract for the duration of the subcontract in the positions represented. Upon request, SUBCONTRACTOR shall furnish substantiation of the required levels of education, training and experience of these personnel as represented by SUBCONTRACTOR.

Name:	Title/Position:

The above Key Personnel are considered essential to the Work being performed under this subcontract.

Prior to (1) diverting Key Personnel to other positions or (2) substituting any of the specified Key Personnel or (3) proposing them as a Key person under another subcontract, SUBCONTRACTOR shall notify CONTRACTOR in writing at least fourteen (14) calendar days in advance and shall submit justification (including proposed replacement with candidate resume) in sufficient detail to permit evaluation of the impact on the Work being performed under this subcontract.

In the event a replacement candidate proposed by SUBCONTRACTOR does not meet the specific qualifications and experience stated above for the position, CONTRACTOR may, at its sole discretion, determine that the proposed candidate may be acceptable by way of other qualifications and/or experience, and shall, in such circumstances, inform SUBCONTRACTOR accordingly. CONTRACTOR is not under any obligation to exercise such discretion.

When CONTRACTOR finds that a correlation exists or appears to exist between a documented lack of SUBCONTRACTOR performance and a lack of SUBCONTRACTOR employee qualification performance, the SUBCONTRACTOR agrees to immediately replace that individual with another employee with qualifications appropriate to the Work being performed.

CONTRACTOR may also require that SUBCONTRACTOR remove from the job, at no additional cost to CONTRACTOR, employees who endanger persons or property, disruptive to the workforce, or whose continued employment under this subcontract is inconsistent with the requirements of the subcontract and/or interests of safety or security.

Replacement of personnel shall be at SUBCONTRACTOR'S expense and any delay occasioned by the replacement process shall not entitle SUBCONTRACTOR to an adjustment in favor of SUBCONTRACTOR.

**SP-8 AUTHORITY OF PERSONNEL**

CONTRACTOR will designate a Subcontract Administrator to administer the subcontract terms and conditions and act as CONTRACTOR'S authorized representative. Additionally, all correspondence shall be issued and received by the designated Subcontract Administrator. The Subcontract Administrator is the only individual authorized to direct SUBCONTRACTOR to deviate from the express, written terms of the subcontract.

CONTRACTOR will also designate a Subcontract Coordinator who will be responsible for the technical aspects of the performance of the subcontract. The Subcontract Coordinator may designate other personnel to oversee the performance of the Work, sign field tickets, etc. However, the designated Subcontract Coordinator retains ultimate authority over the technical aspects of the Work. Should SUBCONTRACTOR and Subcontract Coordinator disagree over the technical requirements of the Subcontract; such matters will be immediately referred to CONTRACTOR'S Subcontract Administrator for resolution. The Subcontract Coordinator does not possess any authority, express or implied, to direct SUBCONTRACTOR to deviate from the terms and conditions of the subcontract.

Authority Type:	Name:	Title/Position:
Subcontract Administrator		Project Manager
Subcontract Coordinator		Superintendent

**SP-9 WORK HOURS AND SITE CLOSURE DAYS**

Project work hours are to be established by the CONTRACTOR unless otherwise specified. Deviation from the approved Project work hours shall be requested of CONTRACTOR in writing.

CONTRACTOR recognizes the following Project Closure days: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

SUBCONTRACTOR is responsible for coordinating support requirements with CONTRACTOR'S Subcontract Coordinator on Project Closure dates.

SUBCONTRACTOR shall note that the above Work schedule may be deviated from based on CONTRACTOR'S procedure for declaring changes to the Schedule, due to inclement weather conditions. SUBCONTRACTOR shall have the sole responsibility for satisfying itself concerning the general and local conditions, including, but not limited to, climatic and seasonal conditions.

CONTRACTOR'S Subcontract Coordinator will be SUBCONTRACTOR'S point of contact for any Project Closures during scheduled work hours.

**WORK AND OPERATIONS AT SITE REQUIRING SPECIFIC APPROVAL**

**A. Working Hours.**

SUBCONTRACTOR shall not perform Work at the Jobsite on other than regular Project Work hours, unless it has given prior written notification to CONTRACTOR and has received approval in advance, as provided in this Special Condition.

SUBCONTRACTOR shall give CONTRACTOR at least four (4) hours prior notice if its employees are to be working beyond the normal shift period Monday through Thursday. SUBCONTRACTOR shall give CONTRACTOR notice on the prior working day if its employees will be working before normal shift hours, Monday through Thursday, or will be working at any time on Friday, Saturday, Sunday, or Site Closure days. The notice shall include the type of Work to be performed, location of Work, date and hours of Work, and description of any heavy equipment to be used. CONTRACTOR'S advance approval is required any time Work is to be performed at other than normal shift periods.

**-10 ADMINISTRATIVE CLOSEOUT REQUIREMENTS**

To administratively close out this subcontract, SUBCONTRACTOR shall submit, in addition to other requirements of this subcontract, the following documentation:

No.:	Closeout Documentation:
1.	Final Release of Liens for the Subcontractor, its Suppliers and its Lower-tier subcontractors
2.	Daily Reports
3.	Final Certifications
4.	
5.	

Release and Certificate of Final Payment

SUBCONTRACTOR and each assignee, if any, under an assignment entered into under this subcontract and in effect at the time of final payment under this subcontract, shall execute and deliver, at the time of and as a condition precedent to final payment under this subcontract, a release in the form attached hereto as Attachment No. 1 titled "Release and Certificate of Final Payment", discharging CONTRACTOR and the OWNER, their officers, agents, and employees of and from all liabilities, obligations and claims arising out of or under this subcontract.

**SPECIAL PROVISIONS ATTACHMENTS:**

- Attachment # 1A Partial Release and Certificate of Payment
- Attachment # 1B Release and Certificate of Final Payment Form.
- Attachment #2 Request for Payment Form and Instructions

# HOLLAND CONSTRUCTION®

## EXHIBIT "B" – ATTACHMENT #1A - Partial Release and Certificate of Payment

With reference to Project \_\_\_\_\_, Subcontract No. \_\_\_\_\_, dated, \_\_\_\_\_, as amended or revised, between the undersigned Subcontractor,

\_\_\_\_\_  
[NAME OF SUBCONTRACTOR]

and **Holland Construction** with offices located in Hanover PA, Columbia MD and Sarasota FL, for

\_\_\_\_\_  
[TYPE OF WORK]

The Undersigned hereby certifies and represents that it has made full payment of all costs, charges and expenses incurred by it or on its behalf for work, labor services, materials and equipment supplied to the Jobsite and/or used in connection with the Work under said Subcontract through \_\_\_\_\_.

(DATE)

The Undersigned further certifies that to its best knowledge and belief, each of its subcontractors and material men has made full payment of all costs, charges and expenses incurred by them or on their behalf for work, labor, services, materials and equipment supplied to the foregoing premises and/or used by them in connection with the Undersigned's work under said Subcontract through \_\_\_\_\_.

In consideration of \$ \_\_\_\_\_ as payment under the Subcontract for all work performed through \_\_\_\_\_, the Undersigned hereby unconditionally releases and forever discharges the Owner and HCC and the Owner's premises and property from all claims, liens and obligations of every nature arising out of or in connection with the performance of the said Subcontract and all change orders, amendments and modifications hereto, through \_\_\_\_\_ except as noted below.

*(Note: If none, write "None". in space below.*

*Any claims excepted must be described and the specific amount claimed must be set forth.)*

As additional consideration for this payment, the Subcontractor agrees to the fullest extent of the law to, indemnify and hold harmless the said Owner and HCC from and against all costs, losses, damages, claims, causes of action, judgments and expenses, including attorney's fees, arising out of or in connection with claims against the said Owner or HCC which claims arise out of the performance of the Work under the Subcontract through \_\_\_\_\_ and which may be asserted by the Subcontractor or any of its suppliers or contractors at any tier or any of their representatives, officers, agents or employees except for those claims listed above, and except for claims arising out of the sole negligence or willful misconduct of the party indemnified or held harmless.

The foregoing shall not relieve the Undersigned of its obligations under the provisions of said Subcontract, as amended, which by their nature survive completion of the Work including, without limitation, warranties, guarantees and indemnities.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
[NAME OF SUBCONTRACTOR]

\_\_\_\_\_  
[SIGNATURE]

\_\_\_\_\_  
[/PRINTED NAME]

\_\_\_\_\_  
[TITLE]

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
[NOTARY PUBLIC SIGNATURE]

\_\_\_\_\_  
[MY COMMISSION EXPIRES]



# HOLLAND CONSTRUCTION®

## EXHIBIT "B" – ATTACHMENT #1B - Release and Certificate of Final Payment

With reference to Project \_\_\_\_\_, Subcontract No. \_\_\_\_\_, dated, \_\_\_\_\_, as amended or revised, between the undersigned Subcontractor,

\_\_\_\_\_  
[NAME OF SUBCONTRACTOR]

and **Holland Construction** with offices located in Hanover PA, Columbia MD and Sarasota FL, for

\_\_\_\_\_  
[TYPE OF WORK]

The Undersigned hereby certifies and represents that it has made full payment of all costs, charges and expenses incurred by it or on its behalf for work, labor services, materials and equipment supplied to the Jobsite and/or used in connection with the Work under said Subcontract.

The Undersigned further certifies that to its best knowledge and belief, each of its subcontractors and material men has made full payment of all costs, charges and expenses incurred by them or on their behalf for work, labor, services, materials and equipment supplied to the foregoing premises and/or used by them in connection with the Undersigned's work under said Subcontract and has obtained releases to this effect.

In consideration of \$ \_\_\_\_\_ as final payment under the Subcontract, the Undersigned hereby unconditionally releases and forever discharges the Owner and HCC and the Owner's premises and property from all claims, liens and obligations of every nature arising out of or in connection with the performance of the said Subcontract and all change orders, amendments and modifications hereto, except as noted below.

*(Note: If none, write "None". in space below.*

*Any claims excepted must be described and the specific amount claimed must be set forth.)*

\_\_\_\_\_  
\_\_\_\_\_  
As additional consideration for this payment, the Subcontractor agrees to the fullest extent of the law to, indemnify and hold harmless the said Owner and HCC from and against all costs, losses, damages, claims, causes of action, judgments and expenses, including attorney's fees, arising out of or in connection with claims against the said Owner or HCC which claims arise out of the performance of the Work under the Subcontract and which may be asserted by the Subcontractor or any of its suppliers or contractors at any tier or any of their representatives, officers, agents or employees except for those claims listed above, and except for claims arising out of the sole negligence or willful misconduct of the party indemnified or held harmless.

The foregoing shall not relieve the Undersigned of its obligations under the provisions of said Subcontract, as amended, which by their nature survive completion of the work including, without limitation, warranties, guarantees and indemnities.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
[NAME OF SUBCONTRACTOR]

\_\_\_\_\_  
[SIGNATURE]

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
(TITLE)

*Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_*

\_\_\_\_\_  
[NOTARY PUBLIC SIGNATURE]

\_\_\_\_\_  
[MY COMMISSION EXPIRES]

**EXHIBIT "B" – ATTACHMENT #2 – Application for Payment**

**Please note HCC requires all billings to be in AIA format. This document is also available via our website @ <http://www.holland-corp.com/index.php/bid-board/forms-and-applications>**

**Instructions for completing the attached payment application:**

1. Both tabs, H101 and H102, are password protected. Only the cells listed below are unlocked for data entry:  
H101 cells: B6, B7, B8, F2, F3, F4, F6, F7, F8, K2, K3, K4, K7 and K8  
H102 cells: B9 - F18, B22 - F31 and B35 - F44
2. Please submit a pencil copy to your Project Manager by the 25th of the month via email for approval
3. Once approved your "Original Notarized" copy must be mailed to the office. NO FAXES or EMAILS will be accepted.
4. Approved Applications received by the end of the month will be paid on or about the 30th of the subsequent month. Applications that do not meet the above criteria will be sent back for correction.
5. Each Application for Payment must be job specific as well as subcontract specific.
6. Please contact our office if you have any questions

**Notes:**

- All subcontractor billings are to be submitted on our 'Application for Payment' form or a similar payment application document.
- All invoices must be mailed (faxed invoices are not accepted).
- Each application must be job and subcontract specific; only one project per application.
- Applications must be completed in full (including the job & subcontract #) and notarized.

**Feel free to contact our Accounts Payable at 717-632-5300 with any questions you may have.**

**Thank you.**

## EXHIBIT "B" – ATTACHMENT #2 – Application for Payment

CONSULTANT'S APPLICATION FOR PAYMENT		
<b>To:</b> HOSTETTER CONSTRUCTION CORPORATION PO Box 516 - 751 Frederick St Hanover, PA 17331	Project No.: Project Name: Location:	Application No.: Period Ending: Consultant Invoice No.:

<b>From:</b>	Contract No.: Contract Date: Type of Service:	Billing Type (Check One) Progress Bill <input type="checkbox"/> Final Bill <input type="checkbox"/>
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CONTRACT SUMMARY	
1. Original Contract Sum:	\$ -
2. Net Changes by Change Orders & Reimbursables:	\$ -
3. Total Reimbursables	\$ -
3. Revised Contract Sum	\$ -
4. Completed to Date (from Column G)	\$ -
7. Less Previous Payment Applications (Line 6 on prior app)	\$ -
<b>8. Current Payment Due</b>	<b>\$ -</b>
9. Balance to Finish ( excluding Reimbursables )	\$ -

CONSULTANT'S CERTIFICATION
<p>The Undersigned being first duly sworn deposes and states as follows:</p> <p>1. He/she is an Officer the Company performing Services for the building being erected, repaired or improved and described as the Project stated above.</p> <p>2. The undersigned is duly authorized to execute this instrument on behalf of the Company and the Company has the right, power and authority to execute and deliver this waiver and release.</p> <p>3. In consideration of payment of the amount of this invoice, less retainage, the Company does hereby waive, release and quitclaim in favor of the Owner and their successors and assigns, and the surety or sureties on each of their bonds, in respect of the services performed for the Property and all rights that we may now or hereafter have to make a claim under any contract with Owner as far as this draw requisition is being made for work performed to the date hereof.</p> <p>4. The Company hereby represents and warrants that it has not and will not assign its claims for payment, or our right, if any to perfect a lien against said property.</p> <p>5. I hereby certify that the services performed to date, as shown in this application represent the actual value of accomplishment under the terms of the contract (and all authorized changes thereto) by the undersigned relating to the above referenced project.</p>

CHANGE SERVICE SUMMARY	
Summary	Additions & Deletions
Total Changes approved in previous applications	\$0.00
Total Changes approved in this month	\$0.00
Total Approved Change Orders	\$0.00

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

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

Signature: \_\_\_\_\_ My Commission Expires: \_\_\_\_\_

REIMBURSABLE SUMMARY	
Summary	Costs
Reimbursable approved in previous applications	\$0.00
Reimbursables this month	\$0.00
Total Reimbursables	\$0.00

**EXHIBIT "B" – ATTACHMENT #2 – Application for Payment**

<b>SCHEDULE OF VALUES</b>							
Project No.: 0		Contract No.: 0		Application #:			
Project Name: 0		Vendor 0		Period Ending:			
A Item No.	B Work Description	C Scheduled Value	D WORK COMPLETED		E Total Completed (D+E)	G % Percent Complete (G/C)	H Balance to Completion (C-G)
			From Previous Applications	This Period			
<b>ORIGINAL CONTRACT</b>							
1		\$ -	\$ -	\$ -	\$ -	0%	\$ -
2		\$ -	\$ -	\$ -	\$ -	0%	\$ -
3		\$ -	\$ -	\$ -	\$ -	0%	\$ -
4		\$ -	\$ -	\$ -	\$ -	0%	\$ -
5		\$ -	\$ -	\$ -	\$ -	0%	\$ -
6		\$ -	\$ -	\$ -	\$ -	0%	\$ -
7		\$ -	\$ -	\$ -	\$ -	0%	\$ -
8		\$ -	\$ -	\$ -	\$ -	0%	\$ -
9		\$ -	\$ -	\$ -	\$ -	0%	\$ -
10		\$ -	\$ -	\$ -	\$ -	0%	\$ -
<b>TOTAL ORIGINAL CONTRACT AMOUNT</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0%</b>	<b>\$ -</b>
<b>APPROVED CHANGES TO CONTRACT</b>							
1		\$ -	\$ -	\$ -	\$ -	0%	\$ -
2		\$ -	\$ -	\$ -	\$ -	0%	\$ -
3		\$ -	\$ -	\$ -	\$ -	0%	\$ -
4		\$ -	\$ -	\$ -	\$ -	0%	\$ -
5		\$ -	\$ -	\$ -	\$ -	0%	\$ -
6		\$ -	\$ -	\$ -	\$ -	0%	\$ -
7		\$ -	\$ -	\$ -	\$ -	0%	\$ -
8		\$ -	\$ -	\$ -	\$ -	0%	\$ -
9		\$ -	\$ -	\$ -	\$ -	0%	\$ -
10		\$ -	\$ -	\$ -	\$ -	0%	\$ -
<b>TOTAL CONTRACT CHANGES</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0%</b>	<b>\$ -</b>
<b>REIMBURSABLES</b>							
1	Meetings	\$ -	\$ -	\$ -	\$ -	0%	\$ -
2	Mileage	\$ -	\$ -	\$ -	\$ -	0%	\$ -
3	Postage	\$ -	\$ -	\$ -	\$ -	0%	\$ -
4	Printing	\$ -	\$ -	\$ -	\$ -	0%	\$ -
5	Consultants	\$ -	\$ -	\$ -	\$ -	0%	\$ -
6		\$ -	\$ -	\$ -	\$ -	0%	\$ -
7		\$ -	\$ -	\$ -	\$ -	0%	\$ -
8		\$ -	\$ -	\$ -	\$ -	0%	\$ -
9		\$ -	\$ -	\$ -	\$ -	0%	\$ -
10		\$ -	\$ -	\$ -	\$ -	0%	\$ -
<b>TOTAL REIMBURSABLES</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0%</b>	<b>\$ -</b>
<b>TOTAL CONTRACT, CHANGES , REIMBURSABLES</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0%</b>	<b>\$ -</b>