

## EXHIBIT L

# STORED MATERIAL CHECKLIST INSTRUCTIONS

### Materials Stored at a Third Party Warehouse:

1. Verify that all off-site stored materials have been approved by the Owner. We do not pay for off-site stored materials without this approval and without a completed off-site stored materials checklist being submitted along with the appropriate stored material backup. Furthermore, we **will not pay** for **RAW MATERIALS. NOEXCEPTIONS.** See page three (3) of this exhibit for a copy of the Stored Material Checklist.
2. The Subcontractor/Vendor should notify Pattillo Construction Corporation and the Owner of their pending request for stored materials in an off-site location fourteen (14) days prior to the submission of each monthly requisition.
3. The Subcontractor/Vendor must provide a Consent of Surety to Pattillo Construction Corporation stating that payment of off-site stored materials can be made to the Subcontractor / Vendor. **THIS POLICY ONLY APPLIES TO BONDED SUBCONTRACTORS AND VENDORS. OFF-SITE STORED MATERIALS WILL NOT BE PAID TO A NON-BONDED SUBCONTRACTOR OR VENDOR.** See page four (4) of this checklist for a copy of the Consent of Surety.
4. The Subcontractor/Vendor must provide copies of invoices clearly indicating the cost of goods and the project name in an organized fashion in accordance with Pattillo Construction Corporation's direction.
5. The third (3rd) party storage facility must be an insured warehouse or bonded warehouse. Access and delivery of goods must be cleared for release by Pattillo Construction Corporation in the event of a Subcontractor/Vendors failure to perform. See page five (5) of this checklist for a sample of a warehouse insurance certificate. *(Note: This example certificate shows both the warehouse insurance and in-transit coverage. There can be two (2) separate certificates for each type of coverage)*
6. The Subcontractor/Vendor must provide an Insurance certificates (policies, if required) including a letter accepting responsibility for any deductibles on those specific goods (stored materials), covering goods in storage and during transportation to the Jobsite, naming Pattillo Construction Corporation and the Owner as additional insured. See page six (6) of this checklist for a sample of a Subcontractor / Vendors insurance certificate showing in-transit coverage. *(Note: This example certificate shows both the warehouse insurance and in-transit coverage. There can be two (2) separate certificates for each type of coverage)*
7. The Subcontractor/Vendor must provide a Bill of Sale from Subcontractor/Vendor to Pattillo Construction Corporation for materials which are stored off-site. See seven (7) of this checklist for a sample of a Bill of Sale.

## EXHIBIT L

### STORED MATERIAL CHECKLIST

#### Materials Stored at a Third Party Warehouse (Cont.)

8. The Subcontractor/Vendor must provide a Warehouse Receipt filled out by the third (3rd) party warehouse to Pattillo Construction Corporation for materials stored off-site. See page eight (8) of this checklist for a sample Warehouse Receipt
9. The Subcontractor/Vendor must allow for inspection by the Architect, Engineer, Owner and Pattillo Construction Corporation in order for the materials to be reviewed for hidden damage, quantity verification, etc. The Material Inspection Report is **filled out by the Pattillo Construction Corporation inspector, not the owner or the Subcontractor/Vendor.** Pattillo Construction Corporation. Does not pay for materials that have not been inspected. See page nine (9) of this checklist for a sample inspection form.
10. Confirm that Pattillo Construction Corporation's respective Project Engineer has completed and signed off on an inventory of all materials inspected off-site. See page ten (10) of this checklist for sample inventory form.
11. The Subcontractor/Vendor should only bill materials on their monthly requisition through the date that the materials were inspected.
12. The Subcontractor/Vendor who has materials stored off-site from a previous month but does not request payment for new stored materials in the current month must submit a certificate of insurance showing coverage for the remaining materials stored off-site and we must provide a new inspection report.
13. Any additional items that may be imposed by the owner.

**Note: If Subcontractor/Vendor materials cannot be stored on Site or in a 3rd party warehouse then add the following steps to your Stored Material review process:**

#### Materials Stored at a Manufacturing Facility:

1. Materials stored in the manufacturing facility must be located in a part of the facility that will allow for the materials to be considered segregated.
2. These materials must be labeled using some sort of designation identifying the materials as belonging to the project such as labels, Spray Painting, Fencing off Materials and or any other means that accomplishes the task.
3. **Pictures must be taken** and labeled with a description of the materials and the date the pictures were taken.

# EXHIBIT L

## OFFSITE STORED MATERIAL CHECKLIST

Subcontractor: \_\_\_\_\_

Pay Request No.: \_\_\_\_\_

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

### **Materials Stored at a 3rd party warehouse facility**

1. Consent of surety for payment of material stored offsite.
2. Insurance certificate covering the warehouse and the offsite stored materials
3. Insurance certificate providing in-transit coverage of materials being delivered to jobsite
4. Deductible letter from the subcontractor
5. Material Bill of Sale
6. Material inspection report signed off by Pattillo Representative
7. Warehouse receipt - Signed by all parties
8. Inventory list
9. Copies of invoices

### **Additional Items for Materials Stored at a Manufacturing Facility**

10. Confirm that materials are segregated from other materials in the Manufacturing Facility
11. Confirm the materials have been clearly labeled and can be easily identified as belonging to this project.
12. Make sure Pictures have been taken and labeled with a description of materials and the date

**EXHIBIT L**

**CONSENT OF  
SURETY COMPANY  
TO FINAL PAYMENT  
AIA DOCUMENT**

OWNER  
ARCHITECT  
CONTRACTOR  
SURETY  
OTHER



PROJECT:  
(name, address)

*TO (General Contractor)*  
**Pattillo Construction Corporation**  
2600 Century Parkway NE  
Suite 100  
Atlanta, Georgia 30345

BOND NO.:  
ARCHITECTS PROJECT NO:  
CONTRACT FOR:

CONTRACT DATE:

Sub-CONTRACTOR:

the accordance with the provisions of the Contract between the General Contractor and the Sub-Contractor as indicated above, the  
(here insert name and address of Surety Company)

SURETY COMPANY,

on bond of (here insert name and address of Sub-Contractor)

Sub-Contractor,

hereby approves of the final payment to the Sub-Contractor, and agrees that final payment to the Sub-Contractor shall not  
relieve the Surety Company of any of its obligations to (here insert name and address of General Contractor)

**Pattillo Construction Corporation**  
5830 Ponce de Leon Avenue  
Atlanta, Georgia 30083

General Contractor

as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF.

the Surety Company has hereunto set its hand this \_\_\_\_\_ day of \_\_\_\_\_

Great American Insurance Company \_\_\_\_\_  
Sur :Company

Attest:   
(Seal): Ronda W. Bush



  
Signature of Authorized Representative  
\_\_\_\_\_  
Tammy M. Laub Attorney-in-Fact  
Title Surety Phone No. 704-375-8000

NOTE: This form is to be used as a companion document to AIA DOCUMENT G706, CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS, Current Edition

EXHIBIT L

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 580 WALNUT STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than

No.0

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below its true and lawful attorney-in-fact, for it and in its name, place and stead to execute in behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Table with 3 columns: Name, Address, Limit of Power. Row 1: Tammy M. Laub, \$75,000,000.00

This Power of Attorney revokes all previous powers issued in behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 12th day of December, 2006

Attest

GREAT AMERICAN INSURANCE COMPANY



Handwritten signature of Assistant Secretary

Handwritten signature of David C. Kitchin, Divisional Senior Vice President

DAVID C. KITCHIN (513-412-4602)

STATE OF OHIO, COUNTY OF HAMILTON\_ ss:

On this 12th day of December, 2006, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is the Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



KAREN L. GROSHE
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES 02-20-11

Handwritten signature of Karen L. Grosheim

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated March 1, 1993.

RESOLVED: That the Division President, the several Division Vice Presidents and Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary (if the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract or suretyship, or other written obligation in the nature thereof; such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, RONALD C. HAYES, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of March 1, 1993 have not been revoked and are now in full force and effect.

Signed and sealed this 12th day of December 2006



Handwritten signature of Ronald C. Hayes

Exhibit L

# CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS 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.

**AGENT NAME AND ADDRESS**  
[ ]

### INSURERS AFFORDING COVERAGE

**INSURED**  
[ ]

INSURER A: [ ]  
INSURER B: [ ]  
INSURER C: AAA COMPANY  
INSURER D: BBB COMPANY  
INSURER E: CCC COMPANY  
All Carriers must have AM Best Rating of at least A-

**SUBCONTRACTOR NAME AND ADDRESS**  
[ ]

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 LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> DEDUCTIBLE: [ ] <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	NO BINDERS		CURRENT POLICY DATES	EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 50,000 PRODUCTS - COMP/OP AGG \$ 5,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Per Project General Aggregate NO BINDERS		CURRENT POLICY DATES	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> DEDUCTIBLE: [ ]	Enter amount, EVEN IF ZERO. Maximum allowable is \$2,500			AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$	NO BINDERS		CURRENT POLICY DATES	EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$ 1,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	NO BINDERS		CURRENT POLICY DATES	<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ DISEASE - POLICY LIMIT \$
	<b>OTHER</b> <input checked="" type="checkbox"/> NO BINDERS			CURRENT POLICY DATES	1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL CONDITIONS  
If W/C statutory limits were met or exceeded - box must be marked.  
stored materials. Must provide physical location of off-site Materials \$ \_\_\_\_\_

**CERTIFICATE HOLDER**

**CANCELLATION**

Pattillo Construction Corporation, is additional insured for material stored at [ ] (include project name), located in [ ] (city, state) - Job Number: [ ]  
The value of the stored material to date is \$ [ ]  
**In-Transit Coverage: Materials will be covered in transit.**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL \_\_\_\_\_ 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

**EXHIBIT L**

**Material Bill of Sale**

TO: Pattillo Construction Corporation

REGARDING: Material

Bill of Sale, Conditional Upon Receipt of Payment

DATE: \_\_\_\_\_

We hereby transfer, convey and assign title for the property described below and located at the address indicated below to PATTILLO CONSTRUCTION CORPORATION for the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) Dollars.

We further certify that we have full title to this material and that we will defend same against any and all claims.

Material Description: \_\_\_\_\_  
\_\_\_\_\_

Stored Address: \_\_\_\_\_  
\_\_\_\_\_

Sum Total Value: \_\_\_\_\_

Certification of Insurance: \_\_\_\_\_

Witness: Subcontractor:  
  
\_\_\_\_\_

\_\_\_\_\_  
Name & Title

State of \_\_\_\_\_

County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_\_\_, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_.

My Commission Expires:  
  
\_\_\_\_\_  
Notary Public

# EXHIBIT L

UPC Form 1

## WAREHOUSE RECEIPT

No. \_\_\_\_\_ Date: \_\_\_\_\_

This is to certify that the undersigned holds on storage at \_\_\_\_\_ the following described building material, consisting of \_\_\_\_\_ and that it will deliver same to \_\_\_\_\_ at the Jobsite of \_\_\_\_\_ immediately upon surrender of this receipt endorsed by \_\_\_\_\_; all payments due for said material in the amount of \$ \_\_\_\_\_, not including the amount of \$ \_\_\_\_\_ being held as retainage under the Agreement between \_\_\_\_\_ and \_\_\_\_\_ having been made and are hereby acknowledged by the undersigned.

Nothing by virtue of execution of this Warehouse Receipt No. \_\_\_\_\_relieves the responsibility of and \_\_\_\_\_, to provide \_\_\_\_\_ in accordance with the Plans and Specifications as prepared by \_\_\_\_\_; nor does execution of Warehouse Receipt No. \_\_\_\_\_ indicated final acceptance and approval by \_\_\_\_\_ or \_\_\_\_\_ of said purchased material. \_\_\_\_\_ and \_\_\_\_\_ do hereby acknowledge responsibility to deliver and install \_\_\_\_\_ in accordance with the agreements between \_\_\_\_\_ and \_\_\_\_\_ for the \_\_\_\_\_.

By signing below the warehouseman represents that all warehouse charges have been paid in advance through period ending \_\_\_\_\_.

BY: \_\_\_\_\_

Warehousemen

BY: \_\_\_\_\_

Subcontractor / Vendor

BY: \_\_\_\_\_

Pattillo Construction Corporation

# EXHIBIT L

## PATTILLO CONSTRUCTION CORPORATION

### Material Inspection Report

PROJECT: \_\_\_\_\_

DATE: \_\_\_\_\_

INSPECTION LOCATION: \_\_\_\_\_

\_\_\_\_\_

VENDOR: \_\_\_\_\_

\_\_\_\_\_

DESCRIPTION OF MATERIAL: (Reference Invoices and Bill of Material)

CONDITION OF MATERIAL AND STORAGE AREA:

INSPECTION BY: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

cc File

Pattillo Construction

Architect

Owner



