

To: The Office of Special Counsel (OSC)
Attn: Siobhan S. Bradley
Attorney, Disclosure Unit

REF: HHS response to OSC file DI-12-3737 dated April 23, 2013.

Response to Inquiry No. 1:

- a. HHS did not answer OSC question....."for the purposes of these contracts"
- b. HHS's/NIH's response only pertains to the Bayview Lease. Ie: NIH Lease No HHSN29200700105L [AKA:105L]
- c. The Bayview Lease is between NIH and BRC Lease Company, LLC, A Maryland Limited Liability Company.
- d. BRC Lease Company, LLC, A Maryland Limited Liability Company is the only entity that can enter into a "Lease" with anyone for that facility as they are the only entity with Leasehold Interest. Ie: They are the Owners/Lessor of the Bayview Facility.
- e. 99% of Owners do not do the construction or servicing of the facility themselves. They usually hire companies to do that for them. These contractors/subcontractors are hired by the Owners/Lessors and not the Government. This is nothing new or unusual.
- f. Approximately 45-50% of Lessors default during the lease contract. Possibly for something as minor as not shoveling snow or something as large as not completing a renovation project. (as with Bayview). Lessor default is nothing new or unusual.
- g. Any contracts that NIH enters into with someone other-than the BRC Lease Company is not a part of "Bayview lease" even if it services that location/facility.
- h. NIH response did not address its contract with George S. Hall, Inc (GSH) No. HHSN292200800002L.
- i. Nor did the response address the other contracts they entered into as asked by OSC.
- j. Pat Rice of NIH entered into two non-Lease contracts (goods and services contracts) with funds appropriated for the "Lease" without the mandatory training and therefore without being a properly warranted officer
- k. Those contract are the:
 - George S. Hall, Inc (GSH) No. HHSN292200800002L.
 - Smith Management Construction Inc. No. HHSN292200700115L.Contracting procedures were not followed in the implementation of those contracts.

Response to Inquiry No. 2:

- a. NIH's response "the Contracting Officer entered into a service contract directly with GSH" is partly true.
- b. Mr. Rice did enter into a service contract, however he is not a warranted Contracting Officer for service contracts. He is warranted only for Leases.
- c. He is no longer permitted to execute any service contracts at NIH.
- d. As of 5/20/2013, Mr. Rice and Donna Ouellet, still lack the required/mandatory training for an unlimited warrant for service contracts.

Response to Inquiry No. 2 cont.:

- e. The so called “expanded warrant” that everyone in the Real Estate contract branch has, states specifically “Real Property, Leasehold Interest and Lease Alterations”. George S. Hall, Inc (GSH) is a private company contracted by NIH. This company holds no authority over the Real Property, Leasehold Interest nor Lease Alterations”, therefore contracting with GSH has no relevance to this warrants language, as the lease is not being altered. The key wording is “Lease Alterations” ie: alterations authorized through the Lease.
- f. NIH states “actions were also within the scope of OPM’s GS-1170 Classification Standard,..... “apply new theories and standards to problems not susceptible to treatment by accepted and established realty practices and proceduresresolve conflicts ...involving negotiations.”
- g. There is absolutely nothing with regards to Mr. Rice’s actions that pertain to this OPM’s 1170 classification standard regarding the negotiations.
- h. That part of the classification for GS-1170 realty specialist pertains to negotiations within the lease.
- i. Mr. Rice simply entered into a series of completely separate direct goods and services contracts upon a Lessor default without proper authority. Standards are already in place should a Lessor default in a lease contract. These actions were taking after his “negotiations” with the Lessor failed.

Response to Inquiry No. 3

- a. With or without the word “administer” in the HHS appropriation, there is already authority for real property procedures, laws, rules, and regulations that give all Government agencies the ability to enter into other contracts to service a lease they hold directly.
- b. This is nothing new, unusual or innovative and the procedure to administer a lease that defaults is already established.
 - ie: GSAM 570.503 Alterations by the Government or through a separate contract.

Response to Inquiry No. 4

HHS did not answer OSC’s question “why a new and separate non-lease contract is considered to be a modification to the existing lease...still in force”

- a. My short answer: It’s not. No matter how you slice it.

Response to Inquiry No. 5

- a. RECB employees, Mr. Rice and Donna Ouellet are no longer permitted to execute the GSH contract nor any other service contracts at NIH.
- b. All RECB employees are not permitted to execute any service contracts including the GSH contract.
- c. All RECB employees are GS-1170 Contracting Officers, none of which has the mandatory training to execute a goods and services contract.
- d. All RECB employees work in the NIH Office of Acquisitions.
- e. NIH has an ample supply of trained Office of Acquisitions Contracting Officers who can and could have entered into a Service contract properly.
- f. Mr. Rice did not follow any proper procedures for entering into this or any other Bayview service contract.
 - ex: No advertisement.
 - No “Justification for an “other than full and open” contract.
 - No established term time frame for contract.
 - No initial contract file.
 - No Feb Biz Op public notification that a contract was even done.

Response to Inquiry No. 5 cont.

- g. The mentioning of GSA's Delegation of Authority is erroneous information and has no relevance.
- h. When an agency is given delegation of authority by GSA to do lease alterations in a facility they are acting as GSA's Contracting Officer's Representative (COR). They can do anything that GSA would have the Lessor do up to their authorized threshold amount. In either case only the Lessor would perform the work done.
- i. If the Lessor goes into default than the aforementioned CFR/FAR/GSAM regulation still stands and a C.O. with a services warrant will proceed with procuring a service contract as COR for GSA.
- j. The HCA did not expand the warrant to include service contracts for Bayview facility, but merely issued Mr. Rice the same contract they intended to issue everyone anyway.
- k. The HCA has no authority to expand warrants for non-trained individuals when there are already quite a few highly trained and properly warranted individuals that can already implement what is needed. In NIH's case it's particularly not necessary when all of these individuals already work together in the same office. (Office of Acquisitions (OA))
- l. Expanding a warrant is only necessary when there is not an existing government official to fulfill that need. That is not now, nor was it then, the case with regards to the Bayview Facility and the implementation of the service contracts, George S. Hall, Inc (GSH) No. HHSN292200800002L and the now terminated service contract with Smith Management Construction Inc. No. HHSN292200700115L.

Response to Inquiry No. 6

- a. Newly hired Director Sharon Bruce was immediately issued an 1170 warrant when OSC contacted NIH. (She had been working with NIH less than a year and had no leasing experience or training upon hire.)
- b. Simultaneously, Mr. Rice and Ms. Ouellet were prohibited from signing the GSH No. HHSN292200800002L.
- c. Director Bruce still lacks the required/mandatory training for an unlimited 1170 warrant and she does not sign the BRC Bayview Lease contract No. HHSN29200700105L.
- d. Director Bruce only signs/executes the service contract with the GSH Inc. No. HHSN292200800002L. [AKA: 02L]
- e. Currently only Pat Rice and possibly the RECB C.O. staff are allowed to sign the BRC Lease Company, LLC, Lease contract HHSN29200700105L. [AKA:105L]
- f. The former Director, Mellissa Richardson was fully trained in both the 1102 and the 1170 mandatory classes and therefore qualified.



SMCI

Providing General Construction, Project Management, and Construction Management Services in the Washington DC Metropolitan Area.

INVOICE

March 31, 2009

Invoice No.: 08-200805

Contract No.: HHSN292200700115L

Leased Premises: National Institutes of Health Biomedical Research Center (NIH-BRC)
251 Bayview Boulevard, Baltimore, Maryland 21224

Contractor (Development Manager): Smith Management Construction, Inc. (SMCI)
4080 Lafayette Center Drive, Suite 270, Chantilly, Virginia 20151

DUNS Number: 926014127

Amendment / Modification Number: 1

Description of Services:

The following services were provided through February 2009:

1) Level 10 NIH CUH2A Punchlist (Proposal #289C)	(Vendor/Subcontractor)	\$	8,299.00
	(Management Fee)	\$	12,679.00
2) Construction Administration of AE (Proposal 292C)	(Vendor/Subcontractor)	\$	29,760.00
	(Management Fee)	\$	5,974.00

Total to be Paid: \$ 56,712.00

Central Point of Distribution: ORF/OA

Identification: Three-way match

*I concur w/ this invoice
Paul D. Hawver 4/2/09
Please pay*

Receiving Report
(To Be Completed By Receiving Official)

Name: PAT RICE
Title: Contracting Officer
Bldg.: 13 Rm: 2E43 Phone: 301-402-0878
Signature: [Signature]
Date Item(s) Received: 4/15/09

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES	
			1	3
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
0001	05/08/2008	533932		
6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE	
National Institutes of Health OD - Office of Research Facilities Bethesda MD 20892-7511	IO-ORF	National Institutes of Health OD - Office of Research Facilities Bethesda MD 20892-7511	ADM-ORF	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		9A. AMENDMENT OF SOLICITATION NO.		
SMITH MANAGEMENT CONSTRUCTION, INC.:1141444 8180 GREENSBORO DRIVE, SUITE 800 MCLEAN VA 221023865		(x)		
		9B. DATED (SEE ITEM 11)		
		10A. MODIFICATION OF CONTRACT/ORDER NO.		
		HHSN292200700115L		
		10B. DATED (SEE ITEM 11)		
		05/02/2008		
CODE	FACILITY CODE	11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS		

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not. is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)
LRP060197 - 251 Bayview Blvd

Lab Space
LIST OF CHANGES:
Line item 1 canceled
Discount Terms: PROMPT PAY
Delivery Location Code: BLDG 31, B4, BETHMC
Bldg 31, B4, Bethesda Main Campus
Claude P. Pepper Building
31 Center Drive
4th Floor, Wing B
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
refer to base contract	PAT J. RICE
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)	(Signature of Contracting Officer)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HHSN292200700115L/0001

PAGE 2 OF 3

NAME OF OFFEROR OR CONTRACTOR
SMITH MANAGEMENT CONSTRUCTION, INC.:1141444

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
2	<p>Bethesda MD 20814 US</p> <p>Payment: NIH Commercial Accts Commercial Accounts Branch 2115 East Jefferson St, MSC 8500 Room 4B-432 Bethesda MD 20892-8500</p> <p>FOB: Destination Period of Performance: 05/02/2008 to 01/17/2027</p> <p>Cancel Item 1 in its entirety.</p> <p>Add Item 2 as follows:</p> <p>Special Handling: None Req. 533932 - current cure proposals - LRP060197 Lessor's failure to perform Cure. Gov't. in direct contact w/SMCI for services per 3/24/08 Default letter. Rents to be withheld to offset Cure costs of \$232,920.00 under new contract Obligated Amount: \$232,920.00 Delivery To: B4BN17 Product/Service Code: X111 Product/Service Description: LEASE/RENTAL FACILITIES-OFFICE BUILDING</p> <p>Project Data: 125251.1.HNAM5153 OD OM ORS OD OBSF FMB FINANCIAL MGMT BR.232A EXHIBIT TEMPORARY SPACE A.05/02/2008 Accounting Info: 08000420080RA0.2008.06.A100.HNAM900000C.I.00576.90 1.9999.232A.610001.9999.9999.9999</p> <p>The Lessor has failed to Cure and the Government has Defaulted the Lease (HHSN292200700105L formally LRP-060197) for Failure In Performance. The Government will contract directly with SMCI for services as specified under the Default Letter dated March 24, 2008. The Government will withhold rents from Lease HHSN292200700105L formally LRP-060197 in the amount to offset the cost to Cure.</p> <p>Base lease document, please refer to lease file Continued ...</p>				232,920.00

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HHSN292200700115L/0001

PAGE OF
3 3

NAME OF OFFEROR OR CONTRACTOR
SMITH MANAGEMENT CONSTRUCTION, INC.:1141444

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	located in office of OA, ORF, RECB for lease activity prior to 05/02/2008.				

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)	RATING	PAGE OF PAGES 1 2
2. CONTRACT (Proc. Inst. Ident.) NO. HHSN292200700115L		3. EFFECTIVE DATE 05/02/2008	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. 527952	
5. ISSUED BY National Institutes of Health OD - Office of Research Facilities Bethesda MD 20892-7511	CODE IO-ORF	6. ADMINISTERED BY (If other than Item 5) National Institutes of Health OD - Office of Research Facilities Bethesda MD 20892-7511		CODE ADM-ORF

7. NAME AND ADDRESS OF CONTRACTOR (No., Street, City, Country, State and ZIP Code) SMITH MANAGEMENT CONSTRUCTION, INC.:1141444 8180 GREENSBORO DRIVE, SUITE 800 MCLEAN VA 221023865		8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)
		9. DISCOUNT FOR PROMPT PAYMENT PROMPT PAY
CODE		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN
FACILITY CODE		ITEM

11. SHIP TO/MARK FOR Bldg 31, B4, Bethesda Main Campus Claude P. Pepper Building 31 Center Drive 4th Floor, Wing B Bethesda MD 20814	CODE BLDG 31, B4, BETHMC	12. PAYMENT WILL BE MADE BY NIH Commercial Accts Commercial Accounts Branch 2115 East Jefferson St, MSC 8500 Room 4B-432 Bethesda MD 20892-8500	CODE
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13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) () <input type="checkbox"/> 41 U.S.C. 253 (c) ()	14. ACCOUNTING AND APPROPRIATION DATA See Schedule
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15A. ITEM NO	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
Continued					
15G. TOTAL AMOUNT OF CONTRACT					\$232,920.00

16. TABLE OF CONTENTS							
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
	A	SOLICITATION/CONTRACT FORM			I	CONTRACT CLAUSES	
	B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
	C	DESCRIPTION/SPECS./WORK STATEMENT			J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
	E	INSPECTION AND ACCEPTANCE			K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
	F	DELIVERIES OR PERFORMANCE			L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
	G	CONTRACT ADMINISTRATION DATA			M	EVALUATION FACTORS FOR AWARD	
	H	SPECIAL CONTRACT REQUIREMENTS					

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 2 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	18. <input checked="" type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any condition sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.
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19A. NAME AND TITLE OF SIGNER (Type or print) WILLIAM F. HIRTEN VIP	20A. NAME OF CONTRACTING OFFICER PAT J. RICE
19B. NAME OF CONTRACTOR BY [Signature]	19C. DATE SIGNED 05/05/08
20B. UNITED STATES OF AMERICA BY [Signature]	20C. DATE SIGNED 5/13/08

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HHSN292200700115L

PAGE OF
2 2

NAME OF OFFEROR OR CONTRACTOR

SMITH MANAGEMENT CONSTRUCTION, INC.:1141444

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
1	<p>LRP060197 - 251 Bayview Blvd</p> <p>Lab Space FOB: Destination Period of Performance: 05/02/2008 to 01/17/2027</p> <p>Special Handling: None Req. 527952 - current cure proposals - LRP060197 Lessor's failure to perform Cure. Gov't. in direct contact w/SMCI for services per 3/24/08 Default letter. Rents to be withheld to offset Cure costs of \$232,920.00 Obligated Amount: \$232,920.00 Delivery To: B4BN17 Product/Service Code: X111 Product/Service Description: LEASE/RENTAL FACILITIES-OFFICE BUILDING</p> <p>Project Data: 116172.1.HNAM5153 OD OM ORS OD OBSF FMB FINANCIAL MGMT BR.232A EXHIBIT TEMPORARY SPACE A.05/02/2008 Accounting Info: 08000420080RA0.2008.06.A100.HNAM900000C.I.00576.90 1.9999.232A.610001.9999.9999.9999</p> <p>The Lessor has failed to Cure and the Government has Defaulted the Lease (HHSN292200700105L formally LRP-060197) for Failure In Performance. The Government will contract directly with SMCI for services as specified under the Default Letter dated March 24, 2008. The Government will withhold rents from Lease HHSN292200700105L formally LRP-060197 in the amount to offset the cost to Cure.</p> <p>Base lease document, please refer to lease file located in office of OA, ORF, RECB for lease activity prior to 05/02/2008.</p>				232,920.00



SMCI

Proposal To Cure Work and Services

PROPOSAL #216-C

PROJECT: NIH Biomedical Research Center
Johns Hopkins Bayview Campus, Baltimore, Maryland

DATE: May 2, 2008

PROPOSED TO: NATIONAL INSTITUTES OF HEALTH

CONTRACT DATE: May 20, 2004

Description:

This proposal is for NIH to contract directly with SMCI to complete work and or services per NIH Cure Notice dated 2/22/08 and Default letter dated 3/24/08. This proposal is due to Skanska failure to complete work and or services per the Lease Contract Documents. This proposal is to provide Caulking at Level B1 - Test Box Shelves & Hallway Ceiling Grids which was in Skanska's scope of work, but not completed by Skanska. Since Skanska has refused to perform this work, SMCI has solicited the attached proposal to provide this work. This work had to be completed to minimize the impact to NIH's beneficial use and occupancy, so SMCI has begun to perform the work. SMCI believes this proposal is fair and reasonable.

SMCI is proceeding with this work with the understanding that it is needed for Final Completion and is within scope. NIH will forward all approved Cure Proposals with backup documentation to BRC Lease Company, LLC per Default Letter dated 3/24/02. NIH will withhold rents to offset the cost to cure.

SMCI Recommendation (See attached)

\$ 19,613

This amount includes SMCI fees

TOTAL COST

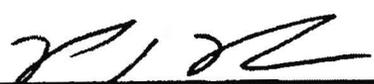
\$19,613

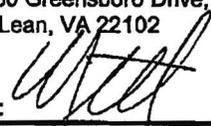
These additional services are to be funded as:

NIH is directing SMCI to contract directly for in-scope work and service per Skanska's contract requirements.

National Institutes of Health
9000 Rockville Pike
Bethesda, MD 20892

Smith Management Construction, Inc.
8180 Greensboro Drive, Suite 800
McLean, VA 22102

BY: 
Pat J. Rice, Contracting Officer
Office of Acquisition, Office of Research Facilities

BY: 
William F. Kirten, AIA, Vice President
Professional Services

DATE: 5/13/08

DATE: MAY 12, 2008

*SEE ATTACHED BACK UP



SMCI

Proposal to Cure Work and Services

PROPOSAL #223-C

PROJECT: NIH Biomedical Research Center
Johns Hopkins Bayview Campus, Baltimore, Maryland

DATE: May 2, 2008

PROPOSED TO: NATIONAL INSTITUTES OF HEALTH

CONTRACT DATE: May 20, 2004

Description:

This proposal is for NIH to contract directly with SMCI to complete work and or services per NIH Cure Notice dated 2/22/08 and Default letter dated 3/24/08. This proposal is due to Skanska failure to complete work and or services per the Lease Contract Documents. This is for Field Notices 349 and 350 for rated doors and frames per CUH2A. As noted on the attached, these doors and frames should have been rated because they occur in walls clearly defined as rated walls. They are not shown that way on the door and frame schedule, but Skanska had the responsibility to coordinate this work per the Contract Documents. Since Skanska has refused to perform this work, SMCI has solicited the attached proposal to provide this work. This proposal is less than Skanska's proposal for the same work and SMCI believes this proposal is fair and reasonable.

SMCI is proceeding with this work with the understanding that it is needed for Final Completion and is within scope. NIH will forward all approved Cure Proposals with backup documentation to BRC Lease Company, LLC per Default Letter dated 3/24/08. NIH will withhold rents to offset the cost to Cure.

SMCI Recommendation (See attached) \$ 18,220

This amount includes SMCI fees

TOTAL COST

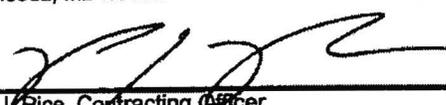
\$18,220

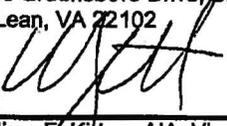
These additional services are to be funded as:

NIH is directing SMCI to contract directly for in-scope work and service per Skanska's contract requirements.

National Institutes of Health
9000 Rockville Pike
Bethesda, MD 20892

Smith Management Construction, Inc.
8180 Greensboro Drive, Suite 800
McLean, VA 22102

BY: 
Pat J. Rice, Contracting Officer
Office of Acquisition, Office of Research Facilities

BY: 
William F. Kirten, AIA, Vice President
Professional Services

DATE: 5/12/08

DATE: MAY 12, 2008

*SEE ATTACHED BACK UP



SMCI

Proposal To Cure Work and Services

PROPOSAL #233-C

PROJECT: NIH Biomedical Research Center
Johns Hopkins Bayview Campus, Baltimore, Maryland

DATE: May 2, 2008

PROPOSED TO: NATIONAL INSTITUTES OF HEALTH

CONTRACT DATE: May 20, 2004

Description:

This proposal is for NIH to contract directly with SMCI to complete work and or services per NIH Cure Notice dated 2/22/08 and Default letter dated 3/24/08. This proposal is due to Skanska failure to complete work and or services per the Lease Contract Documents. This proposal is to furnish and install the ceiling caulking at NIA 2nd floor vivarium according to the project specifications. Please see the attached quote from Believers Interior. CUH2A has provided clarification of the conditions that are required by the specifications. SMCI has notified Skanska of their need to perform the work. Skanska has refused to perform this work.

SMCI is proceeding with this work with the understanding that it is needed for Final Completion and is within scope. NIH will forward all approved Cure Proposals with backup documentation to BRC Lease Company, LLC per Default Letter dated 3/24/02. NIH will withhold rents to offset the cost to cure.

SMCI Recommendation (See attached) \$ 4,960
This amount includes SMCI fees

TOTAL COST \$4,960

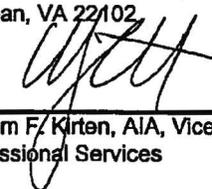
These additional services are to be funded as:

NIH is directing SMCI to contract directly for in-scope work and service per Skanska's contract requirements.

National Institutes of Health
9000 Rockville Pike
Bethesda, MD 20892

Smith Management Construction, Inc.
8180 Greensboro Drive, Suite 800
McLean, VA 22102

BY: 
Pat J. Rice, Contracting Officer
Office of Acquisition, Office of Research Facilities

BY: 
William F. Kirten, AIA, Vice President
Professional Services

DATE: 5/13/08

DATE: MAY 12, 2008

*SEE ATTACHED BACK UP



SMCI

Proposal To Cure Work and Services

PROPOSAL #246-C

PROJECT: NIH Biomedical Research Center
Johns Hopkins Bayview Campus, Baltimore, Maryland

DATE: May 2, 2008

PROPOSED TO: NATIONAL INSTITUTES OF HEALTH

CONTRACT DATE: May 20, 2004

Description:

This proposal is for NIH to contract directly with SMCI to complete work and or services per NIH Cure Notice dated 2/22/08 and Default letter dated 3/24/08. This proposal is due to Skanska failure to complete work and or services per the Lease Contract Documents. This is for the caulking required in the vivarium per the contract documents. As noted on the original Proposal 246, CUH2A has provided clarification of the conditions that are required by the specifications. Since Skanska has refused to perform this work, SMCI has begun to perform the work on T & M not to exceed basis. The original proposal for this work was \$50,000. SMCI stated that we would account for the time and materials to this specific scope of work. Attached is a breakdown of those tickets. The tickets are available for your review in our office. This proposal is for the actual cost associated with a significant portion of the work that has been performed to date. There may be additional actual cost as this scope of work is completed. SMCI does not anticipate it will exceed the original Not To Exceed value of \$50,000, but will notify all parties if it does.

SMCI is proceeding with this work with the understanding that it is needed for Final Completion and is within scope. NIH will forward all approved Cure Proposals with backup documentation to BRC Lease Company, LLC per Default Letter dated 3/24/02. NIH will withhold rents to offset the cost to cure.

SMCI Recommendation (See attached) \$ 19,458

This amount includes SMCI fees

TOTAL COST \$19,458

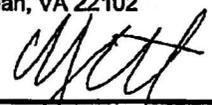
These additional services are to be funded as:

NIH is directing SMCI to contract directly for in-scope work and service per Skanska's contract requirements.

National Institutes of Health
9000 Rockville Pike
Bethesda, MD 20892

Smith Management Construction, Inc.
8180 Greensboro Drive, Suite 800
McLean, VA 22102

BY: 
Pat J. Rice, Contracting Officer
Office of Acquisition, Office of Research Facilities

BY: 
William F. Kirten, AIA, Vice President
Professional Services

DATE: 5/13/08

DATE: MAY 12, 2008

*SEE ATTACHED BACK UP



SMCI

Proposal To Cure Work and Services

PROPOSAL #289-C

PROJECT: NIH Biomedical Research Center
Johns Hopkins Bayview Campus, Baltimore, Maryland

DATE: May, 2, 2008

PROPOSED TO: NATIONAL INSTITUTES OF HEALTH

CONTRACT DATE: May 20, 2004

Description:

This proposal is for NIH to contract directly with SMCI to complete work and or services per NIH Cure Notice dated 2/22/08 and Default letter dated 3/24/08. This proposal is due to Skanska failure to complete work and or services per the Lease Contract Documents. This proposal is for Level 10 NIA Tower incomplete punchlist items as listed on attachment. Since Skanska has refused to perform this work, SMCI has solicited the attached proposal to provide this work. The price is not to exceed this allowance and is based on estimates from previous work of this type. The Casework will be performed separately by lsec. The balance of the work will all be performed by Shade with the following approximate breakdowns:

SMCI is proceeding with this work with the understanding that it is needed for Final Completion and is within scope. NIH will forward all approved Cure Proposals with backup documentation to BRC Lease Company, LLC per Default Letter dated 3/24/02. NIH will withhold rents to offset the cost to cure.

SMCI Recommendation (See attached) \$ 37,180

This amount includes SMCI fees

TOTAL COST

\$37,180

These additional services are to be funded as:

NIH is directing SMCI to contract directly for in-scope work and service per Skanska's contract requirements.

National Institutes of Health
9000 Rockville Pike
Bethesda, MD 20892

Smith Management Construction, Inc.
8180 Greensboro Drive, Suite 800
McLean, VA 22102

BY: [Signature]
Pat J. Rice, Contracting Officer
Office of Acquisition, Office of Research Facilities

BY: [Signature]
William F. Kirten, AIA, Vice President
Professional Services

DATE: 5/13/08

DATE: MAY 12, 2008

*SEE ATTACHED BACK UP



SMCI

Proposal To Cure Work and Services

PROPOSAL #292-C

PROJECT: NIH Biomedical Research Center
Johns Hopkins Bayview Campus, Baltimore, Maryland

DATE: May 2, 2008

PROPOSED TO: NATIONAL INSTITUTES OF HEALTH

CONTRACT DATE: May 20, 2004

Description:

This proposal is for NIH to contract directly with SMCI to complete work and or services per NIH Cure Notice dated 2/22/08 and Default letter dated 3/24/08. This proposal is due to Skanska failure to complete work and or services per the Lease Contract Documents. Skanska has not completed the work required during the period between Substantial and Final Completion The architect, CUH2A has had to respond to continued questions and repeat various inspections of contract work, and to perform work beyond their current contract. CUH2A's proposal documenting the value of work performed and estimating the value of work still to be performed is attached.

SMCI is proceeding with this work with the understanding that it is needed for Final Completion and is within scope. NIH will forward all approved Cure Proposals with backup documentation to BRC Lease Company, LLC per Default Letter dated 3/24/02. NIH will withhold rents to offset the cost to cure.

SMCI Recommendation (See attached)	\$	76,310
SMCI fees	\$	15,318

TOTAL COST	\$	91,628
-------------------	-----------	---------------

These additional services are to be funded as:

NIH is directing SMCI to contract directly for in-scope work and service per Skanska's contract requirements.

National Institutes of Health
9000 Rockville Pike
Bethesda, MD 20892

Smith Management Construction, Inc.
8180 Greensboro Drive, Suite 800
McLean, VA 22102

BY: *Pat J. Rice*
Pat J. Rice, Contracting Officer
Office of Acquisition, Office of Research Facilities

BY: *William F. Kirten*
William F. Kirten, AIA, Vice President
Professional Services

DATE: *5/13/08*

DATE: *MAY 12, 2008*

*SEE ATTACHED BACK UP



SMCI

Proposal To Cure Work and Services

PROPOSAL #293-C

PROJECT: NIH Biomedical Research Center
Johns Hopkins Bayview Campus, Baltimore, Maryland

DATE: May 2, 2008

PROPOSED TO: NATIONAL INSTITUTES OF HEALTH

CONTRACT DATE: May 20, 2004

Description:

This proposal is for NIH to contract directly with SMCI to complete work and or services per NIH Cure Notice dated 2/22/08 and Default letter dated 3/24/08. This proposal is due to Skanska failure to complete work and or services per the Lease Contract Documents. Skanska was notified of their obligation to replace air filters at Substantial Completion. Since Skanska has refused to perform this work, SMCI has solicited the attached proposal to provide the work for changing the filters at Substantial Completion as specified. The proposed cost is listed on the attached from GSH.

SMCI is proceeding with this work with the understanding that it is needed for Final Completion and is within scope. NIH will forward all approved Cure Proposals with backup documentation to BRC Lease Company, LLC per Default Letter dated 3/24/02. NIH will withhold rents to offset the cost to cure.

SMCI Recommendation (See attached)	\$	23,952
This amount includes SMCI fees		

TOTAL COST	\$23,952
-------------------	-----------------

These additional services are to be funded as:

NIH is directing SMCI to contract directly for in-scope work and service per Skanska's contract requirements.

National Institutes of Health
9000 Rockville Pike
Bethesda, MD 20892

Smith Management Construction, Inc.
8180 Greensboro Drive, Suite 800
McLean, VA 22102

BY: *[Signature]*
Pat J. Rice, Contracting Officer
Office of Acquisition, Office of Research Facilities

BY: *[Signature]*
William F. Kirten, AIA, Vice President
Professional Services

DATE: 5/13/08

DATE: MAY 12, 2008

*SEE ATTACHED BACK UP



SMCI

Proposal To Cure Work and Services

PROPOSAL #294-C

PROJECT: NIH Biomedical Research Center
Johns Hopkins Bayview Campus, Baltimore, Maryland

DATE: May 2, 2008

PROPOSED TO: NATIONAL INSTITUTES OF HEALTH

CONTRACT DATE: May 20, 2004

Description:

This proposal is for NIH to contract directly with SMCI to complete work and or services per NIH Cure Notice dated 2/22/08 and Default letter dated 3/24/08. This proposal is due to Skanska failure to complete work and or services per the Lease Contract Documents. Skanska was notified of their obligation to replace the fuel oil. The Owner provided a bulk delivery of fuel oil with the understanding that Skanska was responsible by contract for fuel used up to Substantial Completion and that Skanska would replace the fuel oil used up to Substantial Completion. Since Skanska has refused to perform this work, SMCI has solicited the attached pricing information for the value of the fuel that needed to be replaced at Substantial Completion as specified. The proposed cost is a unit price from Carroll Fuel who provided the fuel originally.

SMCI is proceeding with this work with the understanding that it is needed for Final Completion and is within scope. NIH will forward all approved Cure Proposals with backup documentation to BRC Lease Company, LLC per Default Letter dated 3/24/02. NIH will withhold rents to offset the cost to cure.

SMCI Recommendation (See attached) \$ 17,909
This amount includes SMCI fees

TOTAL COST \$17,909

These additional services are to be funded as:

NIH is directing SMCI to contract directly for in-scope work and service per Skanska's contract requirements.

National Institutes of Health
9000 Rockville Pike
Bethesda, MD 20892

Smith Management Construction, Inc.
8180 Greensboro Drive, Suite 800
McLean, VA 22102

BY: [Signature]
Pat J. Rice, Contracting Officer
Office of Acquisition, Office of Research Facilities

BY: [Signature]
William F. Kirten, AIA, Vice President
Professional Services

DATE: 5/13/08

DATE: MAY 12, 2008

*SEE ATTACHED BACK UP



SMCI

Proposal To Cure Work and Services

PROPOSAL #289-C

PROJECT: NIH Biomedical Research Center
Johns Hopkins Bayview Campus, Baltimore, Maryland

DATE: May, 2, 2008

PROPOSED TO: NATIONAL INSTITUTES OF HEALTH

CONTRACT DATE: May 20, 2004

Description:

This proposal is for NIH to contract directly with SMCI to complete work and or services per NIH Cure Notice dated 2/22/08 and Default letter dated 3/24/08. This proposal is due to Skanska failure to complete work and or services per the Lease Contract Documents. This proposal is for Level 10 NIA Tower incomplete punchlist items as listed on attachment. Since Skanska has refused to perform this work, SMCI has solicited the attached proposal to provide this work. The price is not to exceed this allowance and is based on estimates from previous work of this type. The Casework will be performed separately by Isec. The balance of the work will all be performed by Shade with the following approximate breakdowns:

SMCI is proceeding with this work with the understanding that it is needed for Final Completion and is within scope. NIH will forward all approved Cure Proposals with backup documentation to BRC Lease Company, LLC per Default Letter dated 3/24/02. NIH will withhold rents to offset the cost to cure.

SMCI Recommendation (See attached)	\$	37,180
This amount includes SMCI fees		

TOTAL COST	\$37,180
-------------------	-----------------

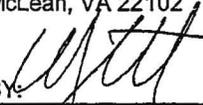
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National Institutes of Health
9000 Rockville Pike
Bethesda, MD 20892

Smith Management Construction, Inc.
8180 Greensboro Drive, Suite 800
McLean, VA 22102

BY: _____
Pat J. Rice, Contracting Officer
Office of Acquisition, Office of Research Facilities

BY: 
William F. Kirten, AIA, Vice President
Professional Services

DATE: _____

DATE: MAY 12, 2008

*SEE ATTACHED BACK UP



SMCI

Proposal To Cure Work and Services

PROPOSAL #292-C

PROJECT: NIH Biomedical Research Center
Johns Hopkins Bayview Campus, Baltimore, Maryland

DATE: May 2, 2008

PROPOSED TO: NATIONAL INSTITUTES OF HEALTH

CONTRACT DATE: May 20, 2004

Description:

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SMCI is proceeding with this work with the understanding that it is needed for Final Completion and is within scope. NIH will forward all approved Cure Proposals with backup documentation to BRC Lease Company, LLC per Default Letter dated 3/24/02. NIH will withhold rents to offset the cost to cure.

SMCI Recommendation (See attached)	\$	76,310
SMCI fees	\$	15,318

TOTAL COST	\$	91,628
-------------------	-----------	---------------

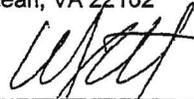
These additional services are to be funded as:

NIH is directing SMCI to contract directly for in-scope work and service per Skanska's contract requirements.

National Institutes of Health
9000 Rockville Pike
Bethesda, MD 20892

Smith Management Construction, Inc.
8180 Greensboro Drive, Suite 800
McLean, VA 22102

BY: _____
Pat J. Rice, Contracting Officer
Office of Acquisition, Office of Research Facilities

BY: 

William F. Kirten, AIA, Vice President
Professional Services

DATE: _____

DATE: MAY 12, 2008

*SEE ATTACHED BACK UP

NIH Funded BRC Cure Work

MOD #0001

Feb-09

Proposal Number	Description	Value	Percent Complete	Cost to Date	Previously Paid	This Period	Balance to Finish
216C	Level B1 Vivarium caulking of ceilings and test box shelving	\$13,485	100%	\$13,485	\$13,485	\$0	\$0
216C	Level B1 Vivarium caulking of ceilings and test box shelving Mgmt	\$6,128	100%	\$6,128	\$6,128	\$0	\$0
223C	Fire Retardant Doors Vendor/Subcontractor	\$14,641	100%	\$14,641	\$14,641	\$0	\$0
223C	Fire Retardant Doors Management	\$3,579	100%	\$3,579	\$3,579	\$0	\$0
233C	Level 2 Vivarium Caulking Ceiling Vendor/Subcontractor	\$2,935	100%	\$2,935	\$2,935	\$0	\$0
233C	Level 2 Vivarium Caulking Ceiling Management	\$2,024	100%	\$2,024	\$2,024	\$0	\$0
246C	General Vivavrium Caulking Vendor/Subcontractor	\$15,065	100%	\$15,065	\$15,065	\$0	\$0
246C	General Vivavrium Caulking Management	\$4,392	100%	\$4,392	\$4,392	\$0	\$0
289C	Level 10 NIH CUH2A Punchlist Vendor/Subcontractor	\$24,500	34%	\$8,299	\$0	\$8,299	\$16,201
289C	Level 10 NIH CUH2A Punchlist Management	\$12,679	100%	\$12,679	\$0	\$12,679	\$0
292C	Construction Administration of AE Vendor/Subcontractor	\$76,310	100%	\$76,310	\$46,549	\$29,760	\$0
292C	Construction Administration of AE Management	\$15,318	100%	\$15,318	\$9,344	\$5,974	\$0
293C	Filter Replacement-Subcontractor/Vendor	\$20,238	100%	\$20,238	\$20,238	\$0	\$0
293C	Filter Replacement Management	\$3,714	100%	\$3,714	\$3,714	\$0	\$0
294C	Fuel Oil Replacement Subcontractor/Vendor	\$14,981	0%	\$0	\$0	\$0	\$0
	DELETE - Fuel Oil Replacement Subcontractor/Vendor	(\$14,981)	0%	\$0	\$0	\$0	\$0
294C	Fuel Oil Replacement Management	\$2,928	0%	\$0	\$0	\$0	\$0
	DELETE - Fuel Oil Replacement Management	(\$2,928)	0%	\$0	\$0	\$0	\$0

Total		\$215,008		\$198,807	\$142,094	\$56,712	\$16,201
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Amount to be paid this Period: \$56,712

NIH Mod 1 Value (REVISED)		\$ 215,008
6/5/2008	Cure Inv #01-200805	\$ (137,135)
9/30/2008	Cure Inv #02-200805	\$ (4,960)
3/27/2009	Cure Inv #08-200805	\$ (56,712)
Mod 1 Balance		\$16,201

NIH Proposal No. 289C - Skanska Punchlist

<u>Vendor</u>	<u>Invoice #</u>	<u>Ticket #</u>	<u>Value</u>	<u>SMCI Code</u>
Shade	9433	12861	\$ 496.00	AK
		12855	\$ 876.00	AK
Shade	9204	12109	\$ 1,535.60	U
SubTotal			\$ 2,907.60	
Believers	1002, 1003, 1039, 1050		\$ 5,180.10	U
SubTotal			\$ 5,180.10	
Lee's	14498	2354	\$ 210.92	U
SubTotal			\$ 210.92	
Total			\$ 8,298.62	

Inv # 74205-H

#56



RECEIVED
JAN 09 2009

BY: SMC I

Mr. John Zahor
Senior Project Manager
Smith Management Construction Inc
8180 Greensboro Drive
Suite 800
McLean, VA 22102

NIH- Bayview Research Center
Project Close-out & "Cure Notice"

January 7, 2009

Project No:	SMITH MANAGEMENT	
Invoice No:	CONSTRUCTION INC.	
JOB NUMBER		
COST CODE		
AMOUNT	\$29,760	
APPROVED	PM	DEPT. HEAD
DATE PAID		
CHECK NUMBER		

Professional Services Through September and December 2008

Professional Personnel	Hours	Rate	Amount
Construction Administrator			
Elias Marsh	96.50	125.84	12,143.56
Director Const Admin			
Mike O'Brien	1.50	142.84	214.26
Sr. Project Engineer			
Dennis Schoener	91.50	153.23	14,020.55
Sr. Staff Const Admin			
Dan Glitz	10.00	122.35	1,223.50
CA Support Specialist			
Andy Hunter	2.00	55.30	110.60
Project Facilitator			
Tannette Clegg	5.50	55.00	302.50
Tracy Kirk	1.00	65.73	65.73
Staff Const Admin			
Christian Michael	27.00	84.26	2,275.02
Director of HVAC			
Steve Waller	5.50	226.52	1,245.86
Director of Plumbing			
Karl Yrjanainen	3.00	146.60	439.80
Totals	243.50		32,041.38

Total Labor: 32,041.38

Pay on Proposal #292C \$29,760
Pay Balance on new Proposal \$ 2,281.38

Billing Limits	Current	Prior	To-Date
Labor	32,041.38	0.00	32,041.38
Limit			50,000.00
Remaining			17,958.63

Please send remittance with a copy of invoice to: P.O. Box 3480, Omaha, NE 68103-0480

Shade Construction

1730 East Joppa Road
Baltimore, MD 21234

RECEIVED
SEP 25 2008

Invoice

Date	Invoice #
9/17/2008	9433

BY:

Bill To SMCI TRAILER COMPLEX, P.O. BOX 25916 BALTIMORE, MARYLAND 21224 ATTN: JOHN ZAHOR	SMITH MANAGEMENT CONSTRUCTION INC.		
	JOB NUMBER		
	COST CODE		
	AMOUNT		
	APPROVED	PM	DEPT. HEAD
	DATE PAID		
	CHECK NUMBER		

P.O. No.
J-2515

Description	Prior Amt	Rate	Amount																					
Contract Amount (Item #1) - \$24,500.00 NTE Contract Amount (Item #2) - \$8,000.00 NTE Contract Amount (Item #3) - \$4,500.00 NTE Contract Amount (Item #4) - \$11,500.00 NTE Contract Amount (Item #5) - \$35,000.00 NTE Contract Amount (Item #6) - \$2,350.00 Contract Amount (Item #7) - \$675.00 Contract Amount (Item #8) - \$12,100.00 Line Item # 1 - NIA Tower Level 10- Ticket # 12861,12855	AK																							
		1,372.00	1,372.00																					
<table border="1"> <tr> <td colspan="3">SMITH MANAGEMENT CONSTRUCTION INC.</td> </tr> <tr> <td>JOB NUMBER</td> <td colspan="2">45207</td> </tr> <tr> <td>COST CODE</td> <td colspan="2">011002-1640</td> </tr> <tr> <td>AMOUNT</td> <td colspan="2">\$1372.00</td> </tr> <tr> <td>APPROVED</td> <td>PM</td> <td>DEPT. HEAD</td> </tr> <tr> <td>DATE PAID</td> <td></td> <td></td> </tr> <tr> <td>CHECK NUMBER</td> <td></td> <td></td> </tr> </table>		SMITH MANAGEMENT CONSTRUCTION INC.			JOB NUMBER	45207		COST CODE	011002-1640		AMOUNT	\$1372.00		APPROVED	PM	DEPT. HEAD	DATE PAID			CHECK NUMBER				
SMITH MANAGEMENT CONSTRUCTION INC.																								
JOB NUMBER	45207																							
COST CODE	011002-1640																							
AMOUNT	\$1372.00																							
APPROVED	PM	DEPT. HEAD																						
DATE PAID																								
CHECK NUMBER																								
Prop 289C		Total	\$1,372.00																					
		Payments/Credits	\$0.00																					
		Balance Due	\$1,372.00																					

SHADE

CONSTRUCTION CO., INC.

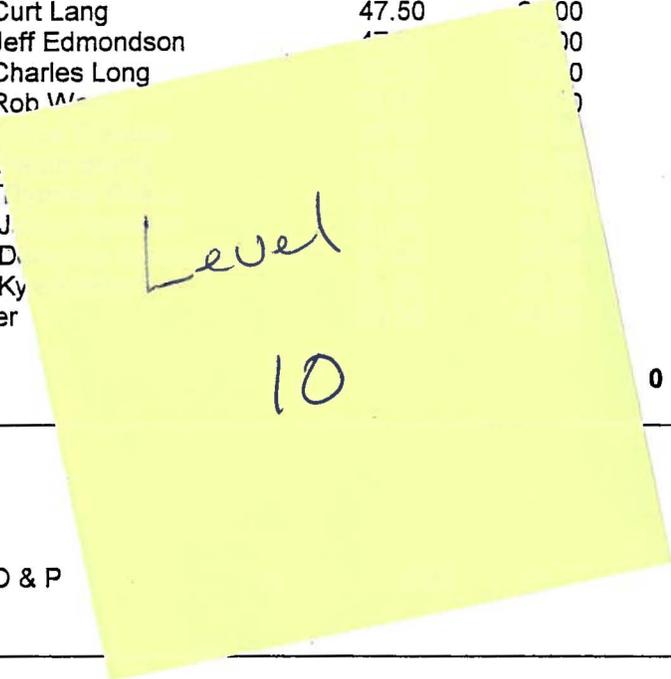
1730 East Joppa Road
Baltimore, Maryland 21234

GENERAL CONTRACTOR

Telephone: 410-665-5300
FAX: 410-665-4824

TICKET NO. 12109

Superintendent - Steve Cuprzynski	58.00	76.00	0.00
Carpenter Foreman - Eric Vice	52.00	69.00	0.00
Carpenter - Steve Noppenberger	47.50	64.00	0.00
Carpenter - Ed Crockett	47.50	64.00	0.00
Carpenter - James Santmyer	47.50	64.00	0.00
Carpenter - Wes Kirby	47.50	64.00	0.00
Carpenter - Lee Leksens	47.50	64.00	0.00
Carpenter - Dave Taylor	47.50	64.00	0.00
Carpenter - Curt Lang	47.50	64.00	0.00
Carpenter - Jeff Edmondson	47.50	64.00	0.00
Carpenter - Charles Long	47.50	64.00	0.00
Carpenter - Rob W...	47.50	64.00	0.00
Apprentice -			0.00
Apprentice -			0.00
Apprentice -			0.00
Apprentice - J...			0.00
Apprentice - D...			0.00
Apprentice - Ky...			0.00
Truck & Driver			0.00
		0	0
			0.00



Materials

Shade 15% O & P			
Total			0.00

Sucontractors

A & B Flooring	1,396.00		
Shade 10% O & P	139.60		
Total			1,535.60

Ticket Total **\$1,535.60**



SmcI-U

INVOICE

APARTMENT and BUSINESS FLOORING SYSTEMS, Inc.
5401 Erdman Avenue
Baltimore, Maryland 21205
Tel: (410) 485-6790 Fax: (410) 485-6844

Invoice No.	Page
G7001	1
Invoice Date	
April 23, 2008	

Fed. Id #52-1206832

RECEIVED
APR 23 2008
BY: _____
21234

SHADE CONSTRUCTION
1730 EAST JOPPA ROAD
BALTIMORE, MARYLAND

NIH BAYVIEW 10TH FL
BALTIMORE, MARYLAND

2432

Customer No.	Terms	Purchase Order No.	Contract No.
SH5300	NET 30 DAYS		

Description	Total
LABOR AND MATERIAL TO LEVEL TWO OFFICES ON THE 10TH FLOOR	1,396.00
TAX EX#30005004	
	\$1,396.00



Believers Interiors

MAINTENANCE • RENOVATION • CONSTRUCTION

7709 Simpson Road
Glen Rock, PA 17327

410-256-7763 • Fax: 410-256-7034

Time & Material Daily Report

Date Work Performed: 5/22 - 6/3

Project Location: BRC SMCIU+Q

Project No.: Electrical SUB

Description of Work: TRUE NORTH Electrical INVOICE 1002-1003 1039+1050

MATERIAL				CONTRACTOR LABOR				
Description	Qty.	Unit Cost	Total Cost	Workman's Name	Trade/Class	Hrs.	Rate	Total Cost
TRUE NORTH								
SMCI U 1002		1850	1902.96	SMCI Q	#1001			437.35
SMCI U 1003		1392.53	2030.88	SMCI Q	#1004			636.25
SMCI U 1039			521.35	SMCI Q	#1016			198.75
SMCI U 1050			880.35	SMCI Q	#1078			1956.00
				SMCI Q	#1079			1730.61
			4709.19	SMCI Q	#1080			1715.03
TOTAL MATERIAL COST			5340.54	TOTAL LABOR COST				6674.05

Remarks:

SMCI U $\times 10.06$ ~~#1001~~
#5180.10 HSP
SMCI Q $\times 1006$ 7341.46

Completed work (Lee's Elec checked and found no wire run from Penthouse to Pull Box HAD TRUE NORTH Couple

Material Cost: $\frac{5340.54}{6674.05} = 1204.59 \times 10\% = 13216.05$

Labor Cost: $4709.19 + 6674.05 = 11383.24 + 10\% = 12521.56$

TOTAL COST: 13216.05

Contractor Signature [Signature] Title _____ Date 7/23/08

Project Coordinator _____ Date _____



Believers Interiors

MAINTENANCE • RENOVATION • CONSTRUCTION

7709 Simpson Road

Glen Rock, PA 17327

410-256-7763 • Fax: 410-256-7034

Time & Material Daily Report

Date Work Performed: 5/22 - 6/3

Project Location: BRC SMCI U+Q

Project No.: Electrical SUB

Description of Work: TRUE NORTH ELECTRICAL INVOICE 1002-1003 1039+1050

MATERIAL				CONTRACTOR LABOR				
Description	Qty.	Unit Cost	Total Cost	Workman's Name	Trade/Class	Hrs.	Rate	Total Cost
TRUE NORTH								
SMCI U 1002		182	1902.96	SMCI Q	#1001			437.35
SMCI U 1003		1392.53	2030.88	SMCI Q	#1004			636.25
- SMCI U 1039			521.35	SMCI Q	#1016			198.75
SMCI U 1050			880.35	SMCI Q	#1078			1956.00
				SMCI Q	#1079			1730.67
			4709.19	SMCI Q	#1080			1715.03
TOTAL MATERIAL COST			5340.54	TOTAL LABOR COST				6674.05

Remarks:

$\text{SMCI U } + 10.96 \rightarrow \text{SMCI Q } 7341.46$
 $\text{SMCI U } + 10.96 \rightarrow \text{SMCI Q } 7341.46$
 $\text{SMCI Q } 7341.46$

Material Cost: ~~5340.54 + 6674.05 = 12014.59 + 10% = 13216.05~~

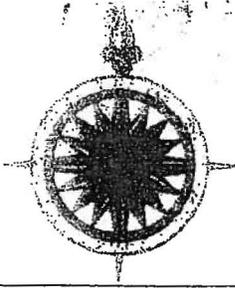
Labor Cost: ~~4709.19 + 6674.05 = 11383.24 + 10% = 12521.56~~

TOTAL COST: 13260.5

Contractor Signature [Signature] Title _____ Date 7/2/15

Project Coordinator _____ Date _____

JOB INVOICE



TRUE NORTH ELECTRIC
 2085 Triple Green Ct.
 Hampstead, MD 21074
 (443) 340-0310

1002
 ✓/9

TO _____
 ADDRESS _____
 ATTENTION _____

DATE ORDERED: 5-22-08
 ORDER TAKEN BY _____
 PHONE NO. _____
 CUSTOMER ORDER # _____
 JOB LOCATION: Penthouse / RM 10C 221
 JOB PHONE _____
 STARTING DATE _____
 TERMS _____

QTY.	MATERIAL	UNIT	AMOUNT
40ft 1"	EMT		25 35
2-	12x12 J Boxes		42 75
10/4	MC 250 ft		631 50
	Misc		16 36
			139 53
			470 19

DESCRIPTION OF WORK
 Run conduit from Penthouse through tile to level 10 c to feed circuits in Rm 10C 221

MISCELLANEOUS CHARGES

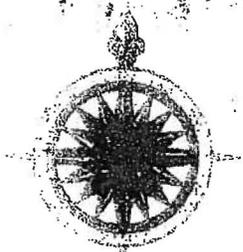
LABOR	HRS.	RATE	AMOUNT
Foreman	8	59	472 00
Mech	8	55	440 00
APP	8	35	280 00

WORK ORDERED BY _____
 DATE ORDERED: 5/21/08
 DATE COMPLETED: _____
 SMC U

CUSTOMER APPROVAL SIGNATURE _____
 AUTHORIZED SIGNATURE _____

TOTAL LABOR	1192 00
TOTAL MATERIALS	139 53
TOTAL MISCELLANEOUS	8
SUBTOTAL	715 96
TAX	
GRAND TOTAL	

JOB INVOICE



TRUE NORTH ELECTRIC
 2085 Triple Green Ct.
 Hampstead, MD 21074
 (443) 340-0310

1003
 VLP

TO _____
 ADDRESS _____
 ATTENTION _____

DATE ORDERED 5-23-08 ORDER TAKEN BY _____
 PHONE NO. _____ CUSTOMER ORDER # _____
 JOB LOCATION Penthouse / RM 10C 221
 JOB PHONE _____ STARTING DATE _____
 TERMS _____

QTY.	MATERIAL	UNIT	AMOUNT
250 ft	to / A MC		631 30
400 ft	to / 10 fhn		110 00
	Misc		175 00
8xx	J BOXES		22 50

DESCRIPTION OF WORK
 Re-feed circuits from Penthouse
 to level 10C RM 10C 221

MISCELLANEOUS CHARGES

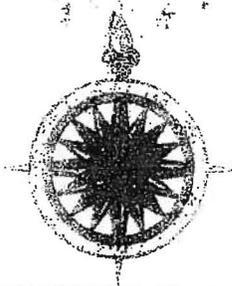
--	--	--	--

LABOR	HRS.	RATE	AMOUNT
Foreman	8	59	472 00
Mech	8	55	440 00
APP	8	35	280 00

WORK ORDERED BY _____
 DATE ORDERED _____
 DATE COMPLETED _____

CUSTOMER APPROVAL SIGNATURE SMCE
 AUTHORIZED SIGNATURE [Signature] 5/27/08

TOTAL LABOR	114 00
TOTAL MATERIALS	828 50
TOTAL MISCELLANEOUS	207 53
SUBTOTAL	
TAX	
GRAND TOTAL	1399 53



TRUE NORTH ELECTRIC
 2085 Triple Green Ct.
 Hampstead, MD 21074
 (443) 340-0310

JOB INVOICE

1039
 VSP

TO _____
 ADDRESS _____
 ATTENTION _____

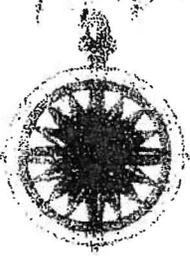
DATE ORDERED 5-29-08 ORDER TAKEN BY _____
 PHONE NO. _____ CUSTOMER ORDER # _____
 JOB LOCATION Kent house Fri 100221
 JOB PHONE _____ STARTING DATE _____
 TERMS _____

QTY.	MATERIAL	UNIT	AMOUNT	DESCRIPTION OF WORK
	Misc Mat		74 35	Finished all splices and closed JBoxes - Energized circuits. Tested Job complete
	<i>Smc U</i>			
MISCELLANEOUS CHARGES				
LABOR				
	HRS.	RATE	AMOUNT	
FOREMAN	3	59	177	
Mech	3	55	165	
APP	3	35	105	

WORK ORDERED BY _____
 DATE ORDERED _____
 DATE COMPLETED _____
 CUSTOMER APPROVAL SIGNATURE *Andy Bradford*
 AUTHORIZED SIGNATURE _____

TOTAL LABOR	447
TOTAL MATERIALS	74 35
TOTAL MISCELLANEOUS	
SUBTOTAL	
TAX	
GRAND TOTAL	

JOB INVOICE



TRIPLE NORTH ELECTRIC
 2785 Triple Green Ct.
 Hampstead, MD 21074
 (443) 340-0910

1050

SPV ✓

TO
ADDRESS
ATTENTION

DATE ORDERED 6-3-08	ORDER TAKEN BY
PHONE NO.	CUSTOMER ORDER #
JOB LOCATION B/C 506	STARTING DATE
JOB PHONE	TERMS

QTY.	MATERIAL	UNIT	AMOUNT
	Misc 14 AL W/O 854010		86.35
	W NEEDS TO BE U		

DESCRIPTION OF WORK
 TRACED Currents that feed
 Rm All circuit were on
 but Recept not hot + found
 wires unspliced in ceiling
 in hallway without a licensed
 pulled New feed

MISCELLANEOUS CHARGES			

LABOR	HRS.	RATE	AMOUNT
Foreman	6	59	354.00
Elect	8	55	440.00
			<u>794.00</u>

WORK ORDERED BY
DATE ORDERED
DATE COMPLETED

CUSTOMER APPROVAL SIGNATURE _____
 AUTHORIZED SIGNATURE Rocky Beach

TOTAL LABOR	794.00
TOTAL MATERIALS	86.35
TOTAL MISCELLANEOUS	
SUBTOTAL	
TAX	
GRAND TOTAL	<u>880.35</u>

INVOICE

Lee's Electrical Contracting, Inc.
 9520-C Pulaski Highway
 Baltimore, Md. 21220
 410-682-6500
 410-687-0240

14498

SHIP TO: Johns Hopkins -NIA -NIDA Building
 Skanska Back Charges
 Partial Billing

BILL TO: SMC
 PO Box 25916
 Baltimore, Md. 21224
 Attention: Kye Ko

Salesperson:	Tom Hergenbahn	Date of order:	4/17/2008
Payment terms:	Net 30 Days	Date order shipped:	
Method of shipment:	Our Truck	FOB point:	
Invoice number:	14498	Invoice date:	5/23/2008
Order number:	28.183		

ITEM NO.	QTY.	DESCRIPTION	PRICE EACH	AMOUNT
	1	Skanska Back Charges per the attached WO # 2354 Partial Billing		
	1.5	Journeyman Hours	53.45	80.18
	2	Journeyman Hours	51.17	102.34
	8%	Overhead on	182.52	14.60
	7%	Profit	197.12	13.80
			<i>Sub total:</i>	210.92
			<i>You pay this amount:</i>	210.92



SMITH MANAGEMENT CONSTRUCTION INC.			
JOB NUMBER	44762		
COST CODE	1600	1640	
AMOUNT	210.92		
APPROVED	PM	DEPT. HEAD	
DATE PAID	3		
CHECK NUMBER			



LEE'S ELECTRICAL CONTRACTING, INC

9520-C Pulaski Highway • Baltimore, Maryland 21220 • (410) 682-6500 • Fax (410) 687-0240

No 002354

ELECTRICAL CONSTRUCTION WORK ORDER

Job NIH BRC

Job # 28-183 Sheet # _____

Job Location NIA 10th Floor

Date 5-6-08 20 _____

Bill To SMCI

Cust. P.O. No. _____ W.O. No. _____

Address _____

Basis 1+m

Nature of Work NO power in room 10C221 - tested receptacles, checked panel SICPA-13, 15, 17, 19, 21, Wiring wasn't pulled or terminated in Panel - Reported to SMCI

The following Materials and Labor have been used in connection with above Order.

QUAN.	MATERIALS	UNIT	AMOUNT	DATE	NAME	LABOR		AMOUNT	
						Hr.	Unit		
	MISC. MATERIALS			5-6	J. Hanes	1/2	5345		2673
					R. Holland	1			5345
					C. Cumberland	2	5117		10234
						Total Labor		18252	
						Workman's Expense			
						Tool Use & Rental			
						Equipment Rental			
						Truck Pick-Up <input type="checkbox"/>		Service <input type="checkbox"/>	
						Rental State <input type="checkbox"/>		Line <input type="checkbox"/>	
						Total Expenses			
						Freight Expense			
						Total Material			
						Overhead and Administration		8%	1460
									19712
						Profit		7%	1380
									21092
						Taxes			
						TOTAL CHARGES		21092	

Approved for materials and labor-

By John Braddock

Locky

NOTE: is this job completed 100% Yes No

If not _____ % completed (Approx.) Rob Holland

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES	
2. AMENDMENT/MODIFICATION NO. 0002		3. EFFECTIVE DATE 06/26/2008		4. REQUISITION/PURCHASE REQ. NO. 607434	
5. PROJECT NO. (If applicable)		6. ISSUED BY National Institutes of Health OD - Office of Research Facilities Bethesda MD 20892-7511		7. ADMINISTERED BY (If other than Item 6) National Institutes of Health OD - Office of Research Facilities Bethesda MD 20892-7511	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) SMITH MANAGEMENT CONSTRUCTION, INC.:1141444 8180 GREENSBORO DRIVE, SUITE 800 MCLEAN VA 221023865		9A. AMENDMENT OF SOLICITATION NO. (x)		9B. DATED (SEE ITEM 11)	
CODE		FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. HHSN292200700115L	
				10B. DATED (SEE ITEM 11) 05/02/2008	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

Net Increase: \$550,000.00

See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 2 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

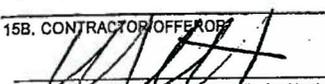
LRP060197 - 251 Bayview Blvd

Lab Space

LIST OF CHANGES:

Total Amount for this Modification: \$550,000.00
 New Total Amount for this Version: \$550,000.00
 Obligated Amount for this Modification: \$550,000.00
 New Total Obligated Amount for this Award: \$782,920.00
 Discount Terms: PROMPT PAY
 Delivery Location Code: BLDG 31, B4B, BETHMC
 Bldg 31, Basement, 4B, Bethesda Mai
 Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) WILLIAM F. KIRTEN V.P.		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) PAT J. RICE	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED 7/7/08	
16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)		16C. DATE SIGNED 7/7/08	

NAME OF OFFEROR OR CONTRACTOR
SMITH MANAGEMENT CONSTRUCTION, INC.:1141444

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
3	<p>Claude P. Pepper Building 31 Center Drive Basement, 4B Bethesda MD 20814 US</p> <p>Payment: NIH Commercial Accts Commercial Accounts Branch 2115 East Jefferson St, MSC 8500 Room 4B-432 Bethesda MD 20892-8500</p> <p>FOB: Destination Period of Performance: 05/02/2008 to 01/17/2027</p> <p>Add Item 3 as follows:</p> <p>Special Handling: None Req. 607434 - Minor Mods for AE, construction and admin services with additional defined scope of work TBD and executed by Gov - LRP060197 251 Bayview Blvd NIA Oblig CAN: 8-8371841 OC: 2541 Oblig Doc Date: 6/13/08 Obligated Amount: \$550,000.00 Delivery To: 31/B4BN17 Product/Service Code: X111 Product/Service Description: LEASE/RENTAL FACILITIES-OFFICE BUILDING</p> <p style="text-align: center;">Project Data: 122094.1.HNAM5153 OD OM ORS OD OBSF FMB FINANCIAL MGMT BR.2541 BUILDING REPAIRS/ALTERATI.06/26/2008 Accounting Info: 08014420073DA0.2008.05.N100.HNNO200000C.I.00201.50 6.9999.2541.610001.9999.9999.9999</p> <p>Minor modifications for AE, construction and administrative services with additional defined Scope of Work to be developed and executed by the Government.</p> <p>Base lease document, please refer to lease file located in office of OA, ORF, RECB for lease activity prior to 05/02/2008.</p>				550,000.00

Statement of Work
Renovation of Laboratory Space in BRC
For the National Institutes on Aging
Activation Requirements

Provide all labor, materials and services to renovate laboratory space located on various floors of the BRC in Baltimore, Maryland. Scope will include a/e design services and mechanical, electrical, lighting, data, plumbing, casework, wall, doors, shelving and architectural elements necessary to complete the various activation requirements of the National Institute on Aging to all the NIA to move into the BRC in fully functional conditional and begin research activities. These requirement will be performed on the laboratory wings on floors 5 and 10 of the NIA tower.

IGE for Renovation of Library Space in BRC.

Floor	Total Cost
5	\$ 200,000
10	\$ 350,000
TOTAL COST	\$550,000

2. AMENDMENT/MODIFICATION NO. 0003	3. EFFECTIVE DATE 07/07/2008	4. REQUISITION/PURCHASE REQ. NO. 619457	5. PROJECT NO. (If applicable)
---------------------------------------	---------------------------------	--	--------------------------------

6. ISSUED BY National Institutes of Health OD - Office of Research Facilities Bethesda MD 20892-7511	7. ADMINISTERED BY (If other than Item 6) National Institutes of Health OD - Office of Research Facilities Bethesda MD 20892-7511
--	---

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) SMITH MANAGEMENT CONSTRUCTION, INC.:1141444 8180 GREENSBORO DRIVE, SUITE 800 MCLEAN VA 221023865	9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. HHSN292200700115L 10B. DATED (SEE ITEM 11) 05/02/2008
---	--

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
 See Schedule Net Increase: \$448,497.00

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

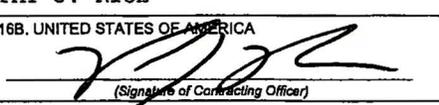
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not. is required to sign this document and return 2 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
 LRP060197 - 251 Bayview Blvd

Lab Space
 LIST OF CHANGES:
 Total Amount for this Modification: \$448,497.00
 New Total Amount for this Version: \$448,497.00
 Obligated Amount for this Modification: \$448,497.00
 New Total Obligated Amount for this Award: \$1,231,417.00
 Discount Terms: PROMPT PAY
 Delivery Location Code: BLDG 31, B4B, BETHMC
 Bldg 31, Basement, 4B, Bethesda Mai
 Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) WILLIAM F. KIRTEN VP	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) PAT J. RICE
15B. CONTRACTOR/OFFICER 	15C. DATE SIGNED 7/8/08
	16B. UNITED STATES OF AMERICA 
	16C. DATE SIGNED 7/8/08

NAME OF OFFEROR OR CONTRACTOR
SMITH MANAGEMENT CONSTRUCTION, INC.:1141444

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
4	<p>Claude P. Pepper Building 31 Center Drive Basement, 4B Bethesda MD 20814 US</p> <p>Payment: NIH Commercial Accts Commercial Accounts Branch 2115 East Jefferson St, MSC 8500 Room 4B-432 Bethesda MD 20892-8500</p> <p>FOB: Destination Period of Performance: 05/02/2008 to 01/17/2027</p> <p>Add Item 4 as follows:</p> <p>Special Handling: None</p> <p>251 Bayview Lessor failed to Cure and the Gov. has defaulted the lease (105L) for failure in performance. The Gov. will contract directly with SMCI for services specified under the 3/24/08 Default letter. - LRP060197 Obligated Amount: \$448,497.00 Delivery To: 31/B4BN17 Product/Service Code: X111 Product/Service Description: LEASE/RENTAL FACILITIES-OFFICE BUILDING</p> <p>Project Data: 125251.1.HNAM5153 OD OM ORS OD OBSF FMB FINANCIAL MGMT BR.232A EXHIBIT TEMPORARY SPACE A.07/07/2008 Accounting Info: 08000420080RA0.2008.06.A100.HNAM900000C.I.00576.90 1.9999.232A.610001.9999.9999.9999</p> <p>The Lessor has failed to Cure and the Government has Defaulted the Lease (HHSN292200700105L formally LRP-060197) for Failure In Performance. The Government will contract directly with SMCI for services as specified under the Default Letter dated March 24, 2008. The Government will withhold rents from Lease HHSN292200700105L formally LRP-060197 in the amount to offset the cost to Cure. Cure proposals are located in the Continued ...</p>				448,497.00

NAME OF OFFEROR OR CONTRACTOR
SMITH MANAGEMENT CONSTRUCTION, INC.:1141444

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>lease file.</p> <p>THIS AGREEMENT, is made and entered into this date by and between</p> <p>whose address is</p> <p>hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:</p> <p>WHEREAS, the parties hereto desire to amend the above Lease.</p> <p>NOW THEREFORE, these parties, for the considerations hereinafter mentioned, covenant and agree that the said Lease is amended, effective upon execution by the Government, as follows:</p> <p>Base lease document, please refer to lease file located in office of OA, ORF, RECB for lease activity prior to 05/02/2008.</p>				



SMCI

Proposal To Cure Work and Services

PROPOSAL # 291-C

PROJECT: NIH Biomedical Research Center
Johns Hopkins Bayview Campus, Baltimore, Maryland

DATE: June 19, 2008

PROPOSED TO: NATIONAL INSTITUTES OF HEALTH

CONTRACT DATE: May 20, 2004

Description:

This proposal is for NIH to contract directly with SMCI to complete work and or services per NIH Cure Notice dated 2/22/08 and Default letter dated 3/24/08. This proposal is due to Skanska failure to complete work and or services per the Lease Contract Documents. Skanska was notified of their obligation to complete all incomplete work.

Since Skanska has refused to perform this work, NIH directed SMCI to coordinate and solicit pricing information for the work described on the attached for the procurement of this work under separate contract. This is also for the work associated with SMCI managing warranty documentation not completed by Skanska and warranty work.

SMCI is proceeding with this work with the understanding that it is needed for Final Completion and is with in scope. NIH will forward all approved Cure Proposals with backup documentation to BRC Lease Company, LLC per Default Letter dated 3/24/02. NIH will withhold rents to offset the cost to cure.

SMCI Recommendation (See attached)

This amount includes SMCI fees

TOTAL COST

\$136,646

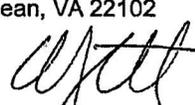
These additional services are to be funded as:

NIH is directing SMCI to contract directly for in-scope work and service per Skanska's contract requirements.

National Institutes of Health
9000 Rockville Pike
Bethesda, MD 20892

Smith Management Construction, Inc.
8180 Greensboro Drive, Suite 800
McLean, VA 22102

BY: 
Pat J. Rice, Contracting Officer
Office of Acquisition, Office of Research Facilities

BY: 
William F. Kirten, AIA, Vice President
Professional Services

DATE: 6/27/08

DATE: 6/26/2008

*SEE ATTACHED BACK UP



SMCI

Proposal To Cure Work and Services

PROPOSAL # 314 -C

PROJECT: NIH Biomedical Research Center
Johns Hopkins Bayview Campus, Baltimore, Maryland

DATE: June 10, 2008

PROPOSED TO: NATIONAL INSTITUTES OF HEALTH

CONTRACT DATE: May 20, 2004

Description:

This proposal is for NIH to contract directly with SMCI to complete work and or services per NIH Cure Notice dated 2/22/08 and Default letter dated 3/24/08. This proposal is due to Skanska failure to complete work and or services per the Lease Contract Documents. Skanska was notified of their obligation to provide the Fuel Oil Tank Platform as shown on the Contract Documents. Skanska has refused, saying they provided what was shown on approved shop drawings. This does not meet the requirements of the Contract Documents and does not relieve Skanska of their obligation.

Since Skanska has refused to perform this work, SMCI has solicited the attached pricing information for the value of the Fuel Oil Tank Platform. The proposed cost was solicited from various contractors and vendors to provide the complete scope.

SMCI is proceeding with this work with the understanding that it is needed for Final Completion and is with in scope. NIH will forward all approved Cure Proposals with backup documentation to BRC Lease Company, LLC per Default Letter dated 3/24/02. NIH will withhold rents to offset the cost to cure.

SMCI Recommendation (See attached) \$ 79,912

This amount includes SMCI fees

TOTAL COST \$79,912

These additional services are to be funded as:

NIH is directing SMCI to contract directly for in-scope work and service per Skanska's contract requirements.

National Institutes of Health
9000 Rockville Pike
Bethesda, MD 20892

Smith Management Construction, Inc.
8180 Greensboro Drive, Suite 800
McLean, VA 22102

BY: [Signature]
Pat J. Rice, Contracting Officer
Office of Acquisition, Office of Research Facilities

BY: [Signature]
William F. Kirten, AIA, Vice President
Professional Services

DATE: 6/27/08

DATE: 6/26/2008

*SEE ATTACHED BACK UP



SMCI

Proposal To Cure Work and Services

PROPOSAL #315-C

PROJECT: NIH Biomedical Research Center
Johns Hopkins Bayview Campus, Baltimore, Maryland

DATE: June 9, 2008

PROPOSED TO: NATIONAL INSTITUTES OF HEALTH

CONTRACT DATE: May 20, 2004

Description:

This proposal is for NIH to contract directly with SMCI to complete work and or services per NIH Cure Notice dated 2/22/08 and Default letter dated 3/24/08. This proposal is due to Skanska failure to complete work and or services per the Lease Contract Documents. Skanska was notified of their obligation to correct the damaged manhole. They have refused, claiming it is not their responsibility

Since Skanska has refused to perform this work, SMCI has solicited the attached pricing information for the repair of the manhole. The proposed cost is from Reliable Contracting. SMCI estimated some additional allowances.

SMCI is proceeding with this work with the understanding that it is needed for Final Completion and is with in scope. NIH will forward all approved Cure Proposals with backup documentation to BRC Lease Company, LLC per Default Letter dated 3/24/02. NIH will withhold rents to offset the cost to cure.

SMCI Recommendation (See attached) \$ 31,034

This amount includes SMCI fees

TOTAL COST \$31,034

These additional services are to be funded as:

NIH is directing SMCI to contract directly for in-scope work and service per Skanska's contract requirements.

National Institutes of Health
9000 Rockville Pike
Bethesda, MD 20892

Smith Management Construction, Inc.
8180 Greensboro Drive, Suite 800
McLean, VA 22102

BY: [Signature]
Pat J. Rice, Contracting Officer
Office of Acquisition, Office of Research Facilities

BY: [Signature]
William F. Kirfen, AIA, Vice President
Professional Services

DATE: 6/27/08

DATE: 6/26/2008

*SEE ATTACHED BACK UP



SMCI

Proposal To Cure Work and Services

PROPOSAL #316-C

PROJECT: NIH Biomedical Research Center
Johns Hopkins Bayview Campus, Baltimore, Maryland

DATE: June 9, 2008

PROPOSED TO: NATIONAL INSTITUTES OF HEALTH

CONTRACT DATE: May 20, 2004

Description:

This proposal is for NIH to contract directly with SMCI to complete work and or services per NIH Cure Notice dated 2/22/08 and Default letter dated 3/24/08. This proposal is due to Skanska failure to complete work and or services per the Lease Contract Documents. Skanska was notified of their obligation to correct the boiler surge tank motor and fill. They have refused, claiming it is not their responsibility

Since Skanska has refused to perform this work, SMCI has solicited the attached pricing information for the correction of the Boiler Surge Tank work described on the attached. The proposed cost is from Paramount Service Corporation.

SMCI is proceeding with this work with the understanding that it is needed for Final Completion and is with in scope. NIH will forward all approved Cure Proposals with backup documentation to BRC Lease Company, LLC per Default Letter dated 3/24/02. NIH will withhold rents to offset the cost to cure.

Please note, none of this work shall be performed until the Boiler Manufacture confirms in writing this work does not affect the Boiler Warranty, et. al. or NIH waiving SMCI's responsibility regarding the Boiler Warranty

SMCI Recommendation (See attached) \$ 80,702

This amount includes SMCI fees

TOTAL COST \$ 80,702

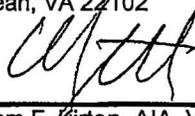
These additional services are to be funded as:

NIH is directing SMCI to contract directly for in-scope work and service per Skanska's contract requirements.

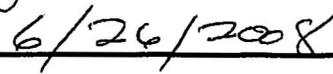
National Institutes of Health
9000 Rockville Pike
Bethesda, MD 20892

Smith Management Construction, Inc.
8180 Greensboro Drive, Suite 800
McLean, VA 22102

BY: 
Pat J. Rice, Contracting Officer
Office of Acquisition, Office of Research Facilities

BY: 
William F. Kirten, AIA, Vice President
Professional Services

DATE: 

DATE: 

*SEE ATTACHED BACK UP



SMCI

Proposal To Cure Work and Services

PROPOSAL # 334-C

PROJECT: NIH Biomedical Research Center
Johns Hopkins Bayview Campus, Baltimore, Maryland

DATE: June 20, 2008

PROPOSED TO: NATIONAL INSTITUTES OF HEALTH

CONTRACT DATE: May 20, 2004

Description:

This proposal is for NIH to contract directly with SMCI to complete work and or services per NIH Cure Notice dated 2/22/08 and Default letter dated 3/24/08. This proposal is due to Skanska failure to complete work and or services per the Lease Contract Documents. Skanska was notified of their obligation to complete the punchlist for Level 5, 6, 8, and 9 of the NIA tower.

Since Skanska has refused to perform this work, SMCI has solicited the attached pricing information for the value of this punchlist work. The proposed costs are presented as T&M not to exceed values. SMCI will monitor the work by ticket.

SMCI is proceeding with this work with the understanding that it is needed for Final Completion and is with in scope. NIH will forward all approved Cure Proposals with backup documentation to BRC Lease Company, LLC per Default Letter dated 3/24/02. NIH will withhold rents to offset the cost to cure.

SMCI Recommendation (See attached)

This amount includes SMCI fees

TOTAL COST

\$120,203

These additional services are to be funded as:

NIH is directing SMCI to contract directly for in-scope work and service per Skanska's contract requirements.

National Institutes of Health
9000 Rockville Pike
Bethesda, MD 20892

Smith Management Construction, Inc.
8180 Greensboro Drive, Suite 800
McLean, VA 22102

BY: 
Pat J. Rice, Contracting Officer
Office of Acquisition, Office of Research Facilities

BY: 
William F. Kirten, AIA, Vice President
Professional Services

DATE: 6/27/08

DATE: 6/26/2008

*SEE ATTACHED BACK UP

SMCI
5765 Burke Center Pkwy
Suite 338
Burke, Virginia 22015

December 17, 2012

SMCI
5765 BURKE CENTER PKWY
SUITE 338
BURKE, VA 22015

Mr. Pat J. Rice
Branch Chief, Real Property Acquisition
The National Institutes of Health
Office of Acquisition, ORF
Real Estate Contracting Branch
9000 Rockville Pike
Building 13, Room 2E43, MSC 5738
Bethesda, MD 20892-5738

Subject: NIH BRC Project, Johns Hopkins Bayview Campus
Unpaid Invoices and Claim Action

Dear Pat,

As you know, it has been now YEARS since we have been asked and submitted the varying forms of invoice and substance at NIH direction in order to be paid all final amounts due and owing to SMCI. In this period of time we have met several times, and discussed numerous aspects of matters having to do with the completion and finalization of project documentations and instructions based on the NIH directives to do so. In that time, going all the way back to 2008 at this point, we were advised and led to believe by the NIH that it wanted to conclude all matters expeditiously. In that same period and up to this point, and with no basis to do so, it has refused to provide SMCI with any reasonable timeline for payments and provided no written explanation as to why it is not making payment, and/or what discussions and settlements are occurring as it relates to the matter of Skanska, and others for that matter.

We believe under the FAR, which governs our Contracts, that we are not only entitled, but NIH is required to provide a reply within a reasonable time. That has not occurred, and in fact by numerous emails and phone calls between myself and you, Pat, mostly all I have been told is nothing, except alibis and excuses, centering on the NIH dealings with Skanska and others. The long strings of emails and phone calls supports this point, in that we get no information whatsoever. I have attached various copies of emails going back years on this and even the most recent email I sent on October 4, 2012, which has also gone unanswered.

Although we are and have been sensitive to the negotiations between NIH and Skanska, we still are under continuing and unclosed Contracts, and as such have never been asked, or agreed, to any assignment of the Subcontract with Skanska or anyone else for that matter. We, by right, should be communicating and dealing with Skanska, or at the very least, provided copy of all documents and dealings regarding the Bayview Project. This has been the manner and policy of the managing of this entire project, from the beginning. We believe we are entitled to be included in the progress, especially since you seem to be using this as the sole reason you have not made any payments to SMCI. By admission, you have indicated you have, or someone has, made certain payments of funds on a selective preferential basis, which goes against your earlier statements to SMCI that your intent was to conclude all matters and obligations with all parties together.

It is at this point that we wish to advise you that we are hereby amending our final invoicing to include certain legal reimbursable, which as it turns out, NIH agreed to do so many times under the DMSA and including the affected legal fees paid by BRC as well. As far back as September of 2008, in an email you wrote, you clearly intended to have legal costs reimbursed in "defending the frivolous claims" then and pending, as filed by Skanska against SMCI and BRC. It is our understanding and knowledge that you have or still intend to reimburse BRC on this fact, and therefore we have included as attached, copies of the still un-reimbursed fees associated with that action totaling \$388,546.27, owed to SMCI as well. This will effectively revise our final invoice 58 to a new total of \$953,595.64. Secondly, and in addition we wish to inform you that we are hereby demanding written explanation of the position of NIH on all outstanding amounts due and owing to SMCI, up to and including the attached reimbursable invoices for legal defenses.

If we do not here positively of the NIH's stated intention and payment of all balances due within 30 days, we hereby inform you we intend to file a formal claim in that regard. The NIH is very aware of both the extraordinary efforts SMCI has made on behalf of the NIH, and at great financial difficulty, in part due to the non payment of large amounts owed in the past which caused great financial harm, and continues now as well. We only wish to be able to conclude our financial obligations to others involved in this project, and conclude matters as it relates to SMCI.

Sincerely,



Frederick P. Wrieden
President

Smith Management Construction, Inc

Attachments

CC: John B. Connor

Frank Talbot

Bill Kirten