USA FUTURETECH, INC.

NEW ORLEANS, LOUISIANA

EXHIBITS

EXHIBIT No. 1.....Report of Apparent Violation by Carl Bourque, Compliance Supervisor

EXHIBIT No. 2.....Copy of Building Permit, Quotation, Contract and Payments

EXHIBIT No. 3.....Copy of Homeowner's Complaint

EXHIBIT No. 4.....Copy of Orleans Parish Assessor's Office Parcel Information

EXHIBIT No. 5.....Photos of Home Located at 442 Abalon Court, New Orleans, Louisiana

EXHIBIT No. 6.....Secretary of State Detailed Record with LSLBC Contact View Screen

EXHIBIT No. 7.....Voluntary Cease Request Letter with Response

EXHIBIT No. 8.....Notice of Hearing and Subpoena of Records and Documents

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SYNOPSIS

1. **Contractor attempted to undertake, offered to undertake, or agreed to perform home improvement contracting services in the amount of $125,000.00 without possessing a State Residential Building License.**
2. **Job is complete.**
3. **First citation to appear before the Residential Building Subcommittee.**

1

STATE LICENSING BOARD FOR CONTRACTORS

REPORT OF APPARENT VIOLATION

TO:	Brent Templet STATE COMPLIANCE DIRECTOR	DATE 03/27/2015	Job Number if Assigned 2015 657	Has Work Commenced: ☑ YES ☐ NO
PROJECT	NAME New Home Construction			Percentage 100.00
	LOCATION 442 Abalon Ct.			
	New Orleans, La. 70114			AMOUNT $ 125,000.00
AWARDING AUTHORITY	NAME Louis Velez/ Velez Construction, L.L.C.			
	ADDRESS 3630 Dumaine Street			
	New Orleans, La. 70119			Telephone No. (504) 324-7829
CONTRACTOR	NAME USA Futuretech, Inc.			
	ADDRESS 3801 Toulouse Street			
	New Orleans, La. 70119			Telephone No. (484) 948-5220

EXPLAIN NATURE OF VIOLATION

PERMIT ATTACHED? ☑ YES ☐ NO ☑ RESIDENTIAL ☐ COMMERCIAL

LA:RS: 37:2167A- NO PERSON SHALL WORK AS A RESIDENTIAL BUILDING CONTRACTOR,AS DEFINED IN THIS CHAPTER, IN THIS STATE UNLESS HE HOLDS AN ACTIVE LICENSE IN ACCORDANCE WITH THE PROVISIONS OF THIS CHAPTER

Carl Bourque
INSPECTOR

2

SAFETY & PERMITS

BUILDING PERMIT

DESCRIPTION OF APPROVED WORK

New construction of a 1,800 sq. ft. single family dwelling w/276 s.f. detached carpot as per plans.

USE TYPE: Single Family Dwelling **FLOOD ZONE: B**

IMPROVEMENT TYPE: New Construction **ELEVATION REQUIREMENT: 8.01NAVD**

ZONING: RD-2

NOT VALID UNLESS POSTED ON SITE

THIS PERMIT MUST REMAIN PUBLICLY POSTED AT ALL TIMES WHILE WORK IS IN PROGRESS

Verify the authenticity of this permit or find more information about the project by visiting nola.gov/onestop or by scanning this code using a smartphone and searching the permit number in the dark blue oval at the top of the page.

This permit conveys no right to violate any provisions of the New Orleans Amendments to the International Building Code or Comprehensive Zoning Ordinance. This permit conveys no right to occupy any street, alley, or part thereof, either temporarily or permanently. Encroachments on public property must be approved by the appropriate City agency; separate permits must be obtained from other City or State agencies as required by law. This permit is subject to issuance of a final Certificate of Occupancy or Certificate of Completion; otherwise same is null and void. It is unlawful to occupy any building or portion thereof without said certificate.

IT IS UNLAWFUL TO POUR ANY FOUNDATION, CLOSE ANY WALL, OR COVER ANY SPACE WITHOUT PRIOR APPROVAL FROM THE BUILDING INSPECTION DIVISION. FOR INFORMATION OR TO SCHEDULE AN INSPECTION, PLEASE CALL 504-658-7100.

1300 Perdido Street, Room 7W03 • New Orleans • LA • 70112 • (504) 658-7100 • nola.gov/onestop

SOLO EL TRABAJO DESCRITO ANTERIORMENTE PUEDE REALIZARSE LEGALMENTE EN ESTE EDIFICIO

13-43970-NEWC

442 Abalon Ct

11/22/2013

Applicant: Velez Construction Co Inc

Your reference code is **1QB323**

Application Summary

Type:	New Construction
Location:	442 Abalon Ct
Property Owner:	Rafael Rubio
Description:	New construction of a 1,800 sq. ft. single family dwelling w/276 s.f. detached carpot as per plans.
Created By:	Emma Johnson

Status Information

Name	Complete	Date
Application Submitted	Yes	11/12/2013
Application Review	Yes	11/12/2013
Zoning Review	Yes	11/20/2013
Plan Review	Yes	11/22/2013
Permit Approved	Yes	11/22/2013
Permit Issued	Yes	11/22/2013

Fees

Type	Amount	Paid
Building	$ 645.00	Yes
Building Inspection	$ 50.00	No
Building Plan Review	$ 117.00	Yes

Reviews

Division	Status	Reviewer
Zoning	Complete (11/20/2013)	Leila M Manouchehri
Plan Review	Complete (11/22/2013)	Alan McGillivray
Safety and Permits	Complete (11/20/2013)	Leila M Manouchehri

Review Comments

Division	Status	Comment
Safety and Permits	Resolved	A Benchmark Certificate is required for this permit application. The Benchmark Certificate must bear the live seal of a Louisiana registered land surveyor and dated within the last six (6) months. This must be on the Safety & Permits three-part form.
Safety and Permits	Resolved	Please provide a copy of the site plan bearing the approval of the Traffic Engineering Division of the Department of Public Works indicating the location of all sidewalks and curb cuts.

Details

Name	Value
Will there be work on the exterior of the building?	Yes
Construction Value	117000
New Construction/Addition Area(ft^2)	1800
Number of Floors	1
Foundation Type	Pier
Total Number of Units	1
Kitchen Added	Yes
Number of Bedrooms	3
Number of Bathrooms	2.00
Is In Historic District	No
Is In Vieux Carré	No
Is In Neighborhood Conservation District	No
Zoning	RD-2
FEMA Zone	B
Elevation Requirement	8.01NAVD
Does Structure Encroach / Overhang Sidewalk or Public ROW	No
Parcel Owners	Velez Construction Co Inc
Legal Description	PART SP-1B OR RIVERPOINT S D SQ AR-1 LOT 20 63 X 110 6875 SF
Existing Use	Vacant Lot
Proposed Use	Single Family Dwelling

Plan Review	Resolved	1. - All foundations for residential structures will be supported by pile foundations in compliance with 1813.12.1 IBC 2006 ed. as amended by the City of New Orleans. EXEMPTION: New one- and two - family dwellings of up to two stories in height with pier foundations and not more than 2000 sq. ft. in area in established neighborhoods (80% developed) shall be exempt from the pile requirements of Section 1813.12.1 provided that a Louisiana Registered Civil Engineer or Louisiana Registered Architect states in writing that he is familiar with the soil conditions in that particular area and that the foundation design submitted is adequate for that structure and location. Please verify neighborhood is 80% developed.
Plan Review	Resolved	2. - Please revise your elevation or section drawings to denote the actual height required for the structure to meet the required flood elevation as determined by your Benchmark/Elevation Certificate. Please revise Construction Documents to properly reflect the required elevation for the structure so that it complies with the BFE/ABFE requirements set forth in Section 322.1.4 of the IRC 2009 ed. and Section 106.1 of the Amendments to the IBC 2006 ed. Please graphically show where min. BFE will occur.
Plan Review	Resolved	3. - Enclosed areas below design flood elevation shall meet the requirements of R322.2.2 IRC 2009 ed. for use and flood openings. (Storage @ Carport).
Plan Review	Resolved	4. – Projections (Roof overhang) extending into the three foot fire separation distance shall have not less than one-hour fire resistive construction on the underside as required by R302.1 IRC 2006 ed. as amended by the City

		of New Orleans. (Carport).
Plan Review	Resolved	5. - This project has been reviewed by Alan McGillivray. Please reach him at (504)-658-7123 if you have any questions. For email correspondence, please send to admcgillivray@nola.gov

Inspections

Type	Date	Status
Temporary Power	7/11/2014 8:45 AM	Failed
Temporary Power	7/24/2014 2:30 PM	Passed
Final Building C/O	7/9/2014 10:15 AM	Failed
Final Building C/O	7/24/2014 1:00 PM	Scheduled
Final Building C/O	8/8/2014 8:15 AM	Passed
FEMA Compliance	7/23/2014 1:00 PM	Passed
General Inspection	3/11/2014 8:45 AM	Passed
Rough Framing	2/17/2014 1:00 PM	Failed
Rough Framing	3/25/2014 3:30 PM	Passed
Footing	12/9/2013 10:45 AM	Failed
Footing	12/11/2013 8:45 AM	Passed

Inspection Correction Items

Contractors

Name	License
Velez Construction Co Inc	

QUOTATION

27-Nov-13

Prime Contractor Headquarter	USA FutureTech. Inc. 2891 New Hanover Square Rd Gilbertsville PA 19525
Branch	3801 Toulouse Street Rooftop New Orleans, LA 70119
Phone No:	484-948-5220 Fax 610-326-2918
Certification:	SDB,SDVOB,VOB, and DBE
Trade	Contractor #PA095738 NOLA # 29351
BBB	A+
DUNS	84445407
Tax ID:	23-3099897
Insurance	Nationwide ACP 5405824238

Project Start Date: December 4, 2013
Completion Date: March 31, 2014

Property Owner: Mr. Louis Velez louisav@cox.net
Telephone Number: 504-669-3888
Property Address: 442 Abaloh Court, New Orleans, LA
Category: Residental New Construction

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We are pleased to submit the following Quotation:

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Base Bid

Item	Description	Quantity	Total
	The following is per the lot 20 algiers riverpoint spec:		
1001	footing with wrap around block additional change to spec	1 Lot	$ -
1002	Electric	1 Lot	$ -
1003	Plumbing and install tub/shower,sinks and gas	1 Lot	$ -
1004	heating and cooling	1 Lot	$ -
1005	framing/doors windows	1 Lot	$ -
1006	sheet rock	1 Lot	$ -
1007	Painting outside/inside	1 Lot	$ -
1008	Roofing metal	1 Lot	$ -
1009	All Labor	1 Lot	$ -
1010	flooring	1 Lot	$ -
1011	Clean up and hauling	1 Lot	$ -
1012	Equipment		
	a - tapper	1 EA	$ -
	b - trackhoe trencher 24" bucket	1 EA	$ -
			$ 125,000.00

Note: The following items are not part of USAFT base bid and must be purchase and installed by prime contractor per agreement
1) No applicance: ref, dishwasher, range/oven, washer, dryer, microwave
2) No fixture: lights fixture,ceiling fans, track light, under counter fluorscent
3} No bathrooms vantie/sink faucet, kitchen counter/sink, countertop, and base/top cabinets, mirror, towel racks, curtain

Profit /Taxes/ Fee	$ -
Total Amount Due USAFT	**$ 125,000.00**

One year warrenty on workmanship
Due upon acceptance 10% and draw payment per agreement schedule per completion

Respectfully submitted

Billy Wayne Dunlap

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MAR 1 3 [illegible]
COMPLIANCE SECTION

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Payment will be made as outline above.

SIGNATURE

DATE

AIA® Document A101™ – 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the day of 12-4-13
in the year
(In words, indicate day, month and year)
Wednesday, December 4, 2013

BETWEEN the Owner:
(Name, address and other information)
Louis A. Velez Pres Velez Construction LLC.
3630 Dominic St.
New Orleans, LA. 70119
504-669-3888
Lic #12074

and the Contractor:
(Name, address and other information)
U.S.A. FutureTech, INC.
2891 New Hanover Square Rd.
Gilbertsville, PA. 19525
Branch: 3801 Toulouse St.
N.O. LA. 70119
484-948-5220

for the following Project:
(Name, location, and detailed description)
One Story Frame Residence located
442 Lot 20 Abalon Ct.
N.O. LA. 70114

The Architect:
(Name, address and other information)
David Ringlac
1435 Annunciation St.
N.O. LA. 70130
Lic. # 4356
504-527-0061

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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The Owner and Contractor agree as follows.

Init.
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TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

10 INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

SAME

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

N/A

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§ 3.2 The Contract Time shall be measured from the date of commencement.

120 DAYS TO COMPLETION

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§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than
(120) days from the date of commencement, or as follows:
(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)
Rainy Days Holidays

ARTICLE 4 CONTRACT SUM
§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be
Dollars ($ 125,066.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)
Owner To Furnish All Kitchen Appliances, Electrical Light Fixtures And Fans, Kitchen Cabinets And Countertops. Bathroom Fixtures Including Vanities, Countertops, Sinks, Tubs, And Accessories Owner To Aprove or HVAC Equipment To be Used. Owner To Aprove or Plumbing Lines To be Used

§ 4.3 Unit prices, if any:
(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit
All payments Made After Inspections Are Approved by Inspector		

§ 4.4 Allowances included in the Contract Sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price

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ARTICLE 5 PAYMENTS
§ 5.1 PROGRESS PAYMENTS
§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

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§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows: 10% Down And Progressives Payments.
Owner To Hold Final Payment of 10% until all Lien & Privilege Certificates are Required From City of N.O.

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the (N/A) day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the ( ) day of the ( ) month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than ( ) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of percent (%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction;

.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of percent (%);

.3 Subtract the aggregate of previous payments made by the Owner; and

.4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201–2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)

.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:
(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

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§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment has been issued by the Architect. N/A

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows: Lien + Privilege Certificate Furnished By Contractor

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:
(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

☒ Arbitration pursuant to Section 15.4 of AIA Document A201–2007

☐ Litigation in a court of competent jurisdiction

☐ Other *(Specify)*

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ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007.

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ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. *(Insert rate of interest agreed upon, if any.)* 18%

§ 8.3 The Owner's representative:
(Name, address and other information)
Louis A. Veler
3630 Dumaine St.
N.O. LA. 70119

§ 8.4 The Contractor's representative:
(Name, address and other information)
Bill Dunlap
3801 Toulouse St.
N.O. LA. 70119

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

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COMPLIANCE SECTION

§ 9.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Section	Title	Date	Pages

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§ 9.1.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date
1	Lot 20 Algiers River Point Subdiv.	12-4-13

§ 9.1.6 The Addenda, if any:

Number	Date	Pages

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

.1 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

.2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

ARTICLE 10 INSURANCE AND BONDS
The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2007.
(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)

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MAR 18 2013
COMPLIANCE SECTION

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	CONTRACTOR *(Signature)*
Velez Construction LLC	Billy Wayne Dunlap
Louis A. Velez Pres.	BILLY WAYNE DUNLAP President/CEO
(Printed name and title)	*(Printed name and title)*

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.
/

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PAYMENT						
12/4/2013	Checking	1591	USA FUTURE T...	442 ABALON CT		-129,778.60
12/13/2013	Checking	1585	USA FUTURE T...	442 ABALON CT		-12,500.00
12/16/2013	Checking	1586	USA FUTURE T...	STATE BLOCK		-7,618.43
12/23/2013	Checking	1593	USA FUTURE T...	HOME DEPOT		-1,352.81
1/3/2014	Checking	CREDIT	USA FUTURE T...	MASONRY PR...		-258.35
1/11/2014	Checking	1595	USA FUTURE T...	442 ABALON CT		846.39
1/21/2014	Checking	1762	USA FUTURE T...	COLUMNS		-5,561.12
1/24/2014	Checking	1758	USA FUTURE T...	442 ABALON CT		-905.14
1/30/2014	Checking	1780	USA FUTURE T...	DECKNG		-5,000.00
2/3/2014	Checking	1780	USA FUTURE T...	DUFRENE LBR.		-1,860.83
2/12/2014	Checking	1771	USA FUTURE T...	442 ABALON CT		-7,879.13
2/18/2014	Checking	1772	USA FUTURE T...	442 ABALON CT		-6,210.36
2/18/2014	Checking	CREDIT	Usa FUTURE T...	ELECT	c	-14,097.88
2/24/2014	Checking	1828	USA FUTURE T...	442 ABALON CT.		152.69
2/28/2014	Checking	1775	USA FUTURE T...	442 ABALON CT		-4,200.00
3/5/2014	Checking	1807	USA FUTURE T...	DUFRENE LBR.		-14,057.56
3/12/2014	Checking	1783	USA FUTURE T...	442 ABALON CT	c	-13,854.06
3/12/2014	Checking	CREDIT	Usa FUTURE T...	ELECTRICAL	c	-13,550.00
3/21/2014	Checking	1788	USA FUTURE T...	442 ABALON CT.		500.00
4/8/2014	Checking	1799	USA FUTURE T...	442 ABALON CT.	c	-5,241.25
4/13/2014	Checking	1823	USA FUTURE T...	DUFRENE LBR.	c	-8,987.58
4/13/2014	Checking	CREDIT	USA FUTURE T...	442 ABALON CT.	c	-4,866.49
4/15/2014	Checking	CREDIT	UsA FUTURE T...	442 ABALON CT.		3,563.96
4/23/2014	Checking	CREDIT	Usa FUTURE T...	442 ABALON CT.	c	3,860.42
						1,031.35

Itemized Categories - Earliest To Date

3/15/2015

12/3/2009 through 3/15/2015 (Cash Basis)

Date	Account	Num	Description	Memo	Tag	Clr	Amount
4/26/2014	Checking	1815	USA FUTURE T...	442 ABALON CT			-3,058.58
5/9/2014	Checking	1820	USA FUTURE T...	442 ABALON CT.		c	-4,623.84
5/13/2014	Checking	CREDIT	USA FUTURE T...	442 ABALON CT.			550.00
5/24/2014	Checking	1828	USA FUTURE T...	442 ABALON CT.			-4,600.00

3

Homeowner Cherry 504-453-4923 2015-657 Algiers Point

BOBBY JINDAL
GOVERNOR

MICHAEL B. MCDUFF
EXECUTIVE DIRECTOR

State of Louisiana

STATE LICENSING BOARD FOR CONTRACTORS

JUDY DUPUY
ADMINISTRATOR

CONSUMER COMPLAINT FORM

Date: 3-15-15 Total Contract Amount: $ $125,000.00 Plus

Name of Person Filing Complaint: Louis A. Velez Relationship:

Homeowner(s): Louis A. Velez Velez Construction, LLC 12074

Property Address for Complaint: 442 Abalone CT.

City: N. O. Parish: Orleans State: LA. Zip: 70114

Home Phone: 504-324-7829 Cell Phone: 504-669-3888 Work Phone:

CONTRACTOR INFORMATION FOR COMPLAINT

Contractor(s) Name: USA FutureTech Inc

Company Name of Contractor: Billy Wayne Dunlap

Contractor(s) Address: 3801 Toulouse St N.O. LA. 70119

City: New Orleans Parish/County: Orleans State: LA. Zip: 70119

Office Phone: 484-948 5220 Cell Phone: ~~Home~~ FAX Phone: 610-326-2918

Name of Salesperson(s): Billy Dunlap

NATURE OF COMPLAINT

Detailed Explanation of Complaint (Attach additional pages if necessary):
Entered into contract on Dec. 4 2013 took 10 month to complete raised frame 1800 sq FT Home completition date was to be 3-2014. contractor refuses to honor warranter work such as wood floor + tile work he himself installed will provide comple documentation if necessary.

Enclose the Following: Copy of Contract(s)/Proposal(s), Cancelled Checks/Receipts, Invoices, Advertising

Mail to: Louisiana State Licensing Board for Contractors, Attention: Residential Compliance
2525 Quail Drive, Baton Rouge, Louisiana 70808-9042
Fax: (225) 765-0947
Email: complaint@lslbc.louisiana.gov

Also did another job at 1005 Franklin Ave. N.O. LA owner William Lynn $80,000.00

RECEIVED MAR 18 2015 COMPLIANCE SECTION

4

Return to Main Search Page | Orleans Home

Owner and Parcel Information

Owner Name	RUBIO RAFAEL RUBIO CHERRY D	**Today's Date**	March 27, 2015
Mailing Address	442 ABALON CT NEW ORLEANS, LA 70114	**Municipal District**	5
Location Address	442 ABALON CT	**Tax Bill Number**	513110622
Property Class	Residential	**Special Tax District**	
Subdivision Name	RIVERPOINT	**Land Area (sq ft)**	6875
Square	AR-1	**Lot**	20
Book	01	**Folio**	046
Line	022	**Parcel Map**	Show Parcel Map
Legal Description	1. PART SP-1B OR 2. RIVERPOINT S D 3. SQ AR-1 LOT 20 4. 63 X 110 5. 6875 SF	**Assessment Area**	ALGIERS RIVERPOINT Show Assessment Area Map

Value Information

Estimate Taxes | Tax Information

Year	Land Value	Building Value	Total Value	Assessed Land Value	Assessed Building Value	Total Assessed Value	Homestead Exemption Value	Taxable Assessment	Special Assessment Treatment: Age Freeze	Disability Freeze	Assmnt Change	Tax Contract
2015	$ 58,400	$ 221,600	$ 280,000	$ 5,840	$ 22,160	$ 28,000	$ 7,500	$ 20,500				
2014	$ 58,400	$ 0	$ 58,400	$ 5,840	$ 0	$ 5,840	$ 0	$ 5,840				
2013	$ 42,400	$ 0	$ 42,400	$ 5,840	$ 0	$ 5,840	$ 0	$ 5,840			BOR-13	

Change Order Information

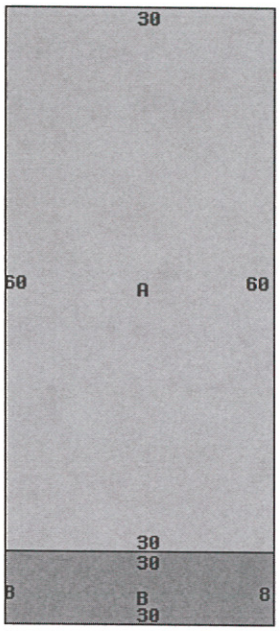
Year	Date Approved	Reason	Assessed Land Value	Assessed Building Value	Total Assessed Value	Homestead Exemption Value	Taxable Assessment
2014	01/15/2014	Other - Reason: VALUE SET FOR 2013	$ 4,240	$ 0	$ 4,240	$ 0	$ 4,240
2013	01/29/2013	Land - Decrease value. Reason: MARKET VALUE INDICATES CHANGE AS PER ASSESSOR, A	$ 4,240	$ 0	$ 4,240	$ 0	$ 4,240

Sale/Transfer Information

Sale/Transfer Date	Price	Grantor	Grantee	Notarial Archive Number	Instrument Number
08-07-2014	$ 280,000	VELEZ CONSTRUCTION CO INC	RUBIO RAFAEL	201431227	559894
12-30-2009	$ 60,000	OMNI BANK	VELEZ CONSTRUCTION CO INC	201001555	447799
08-22-2009	$ 0	OMNI BANK	OMNI BANK	200934240	440498
08-17-2009	$ 0	HAMM KYLE B II	OMNI BANK	200933520	440246
12-16-2008	$ 0	HAMM KYLE B II	HAMM KYLE B II	200902764	426399
02-08-2006	$ 165,500			06-04266	000318168

Building Sketch 1 Enlarge

Building Photo 1 Enlarge/Show All



Return to Main Search Page	Orleans Home

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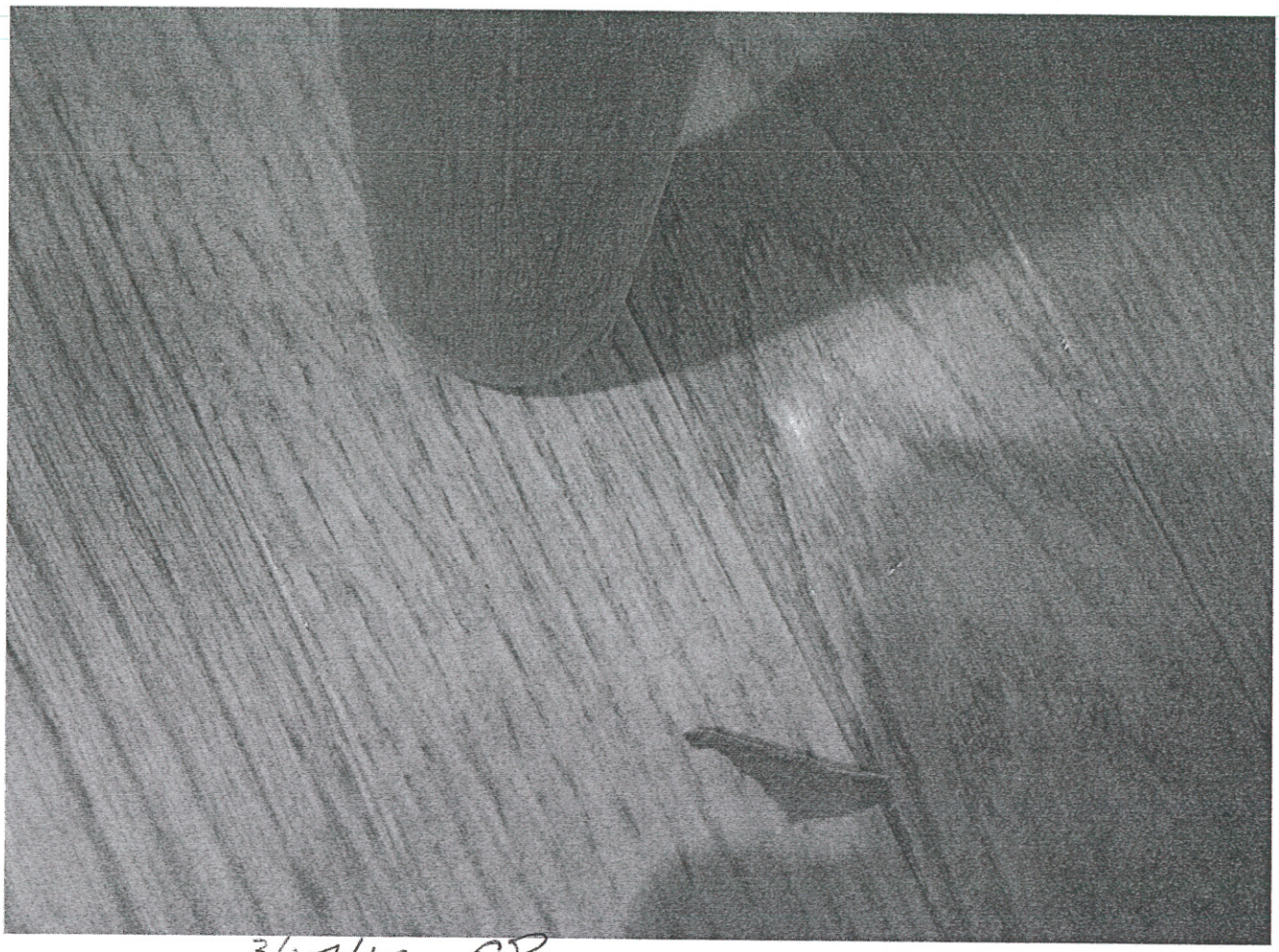
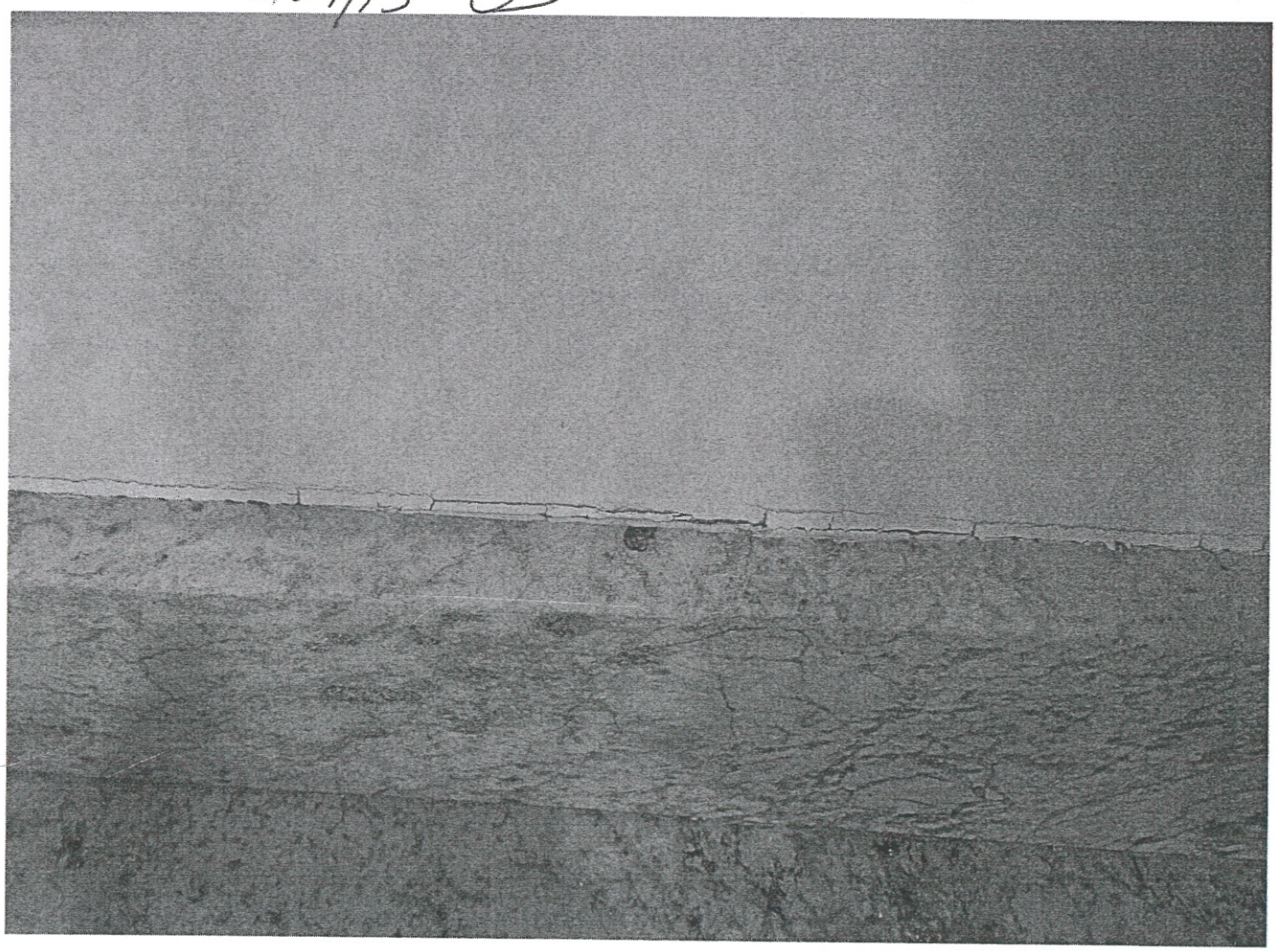
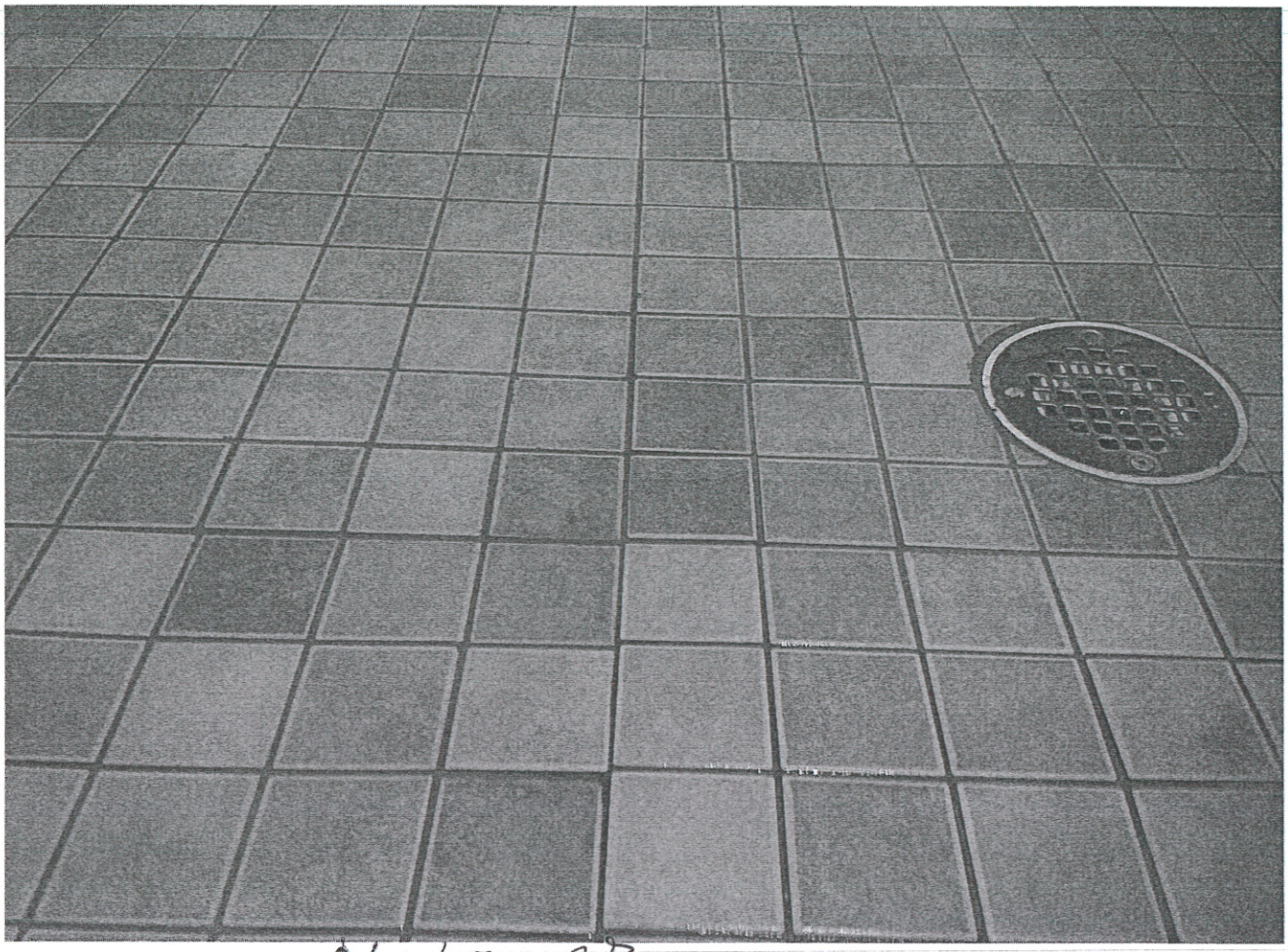
5

LSLBC # 2015-651 Date Photos Taken 3/27/2105
Photos By Carl Bourque
Address 442 Abalon CT
City New ORLEANS State LA Zip 70114

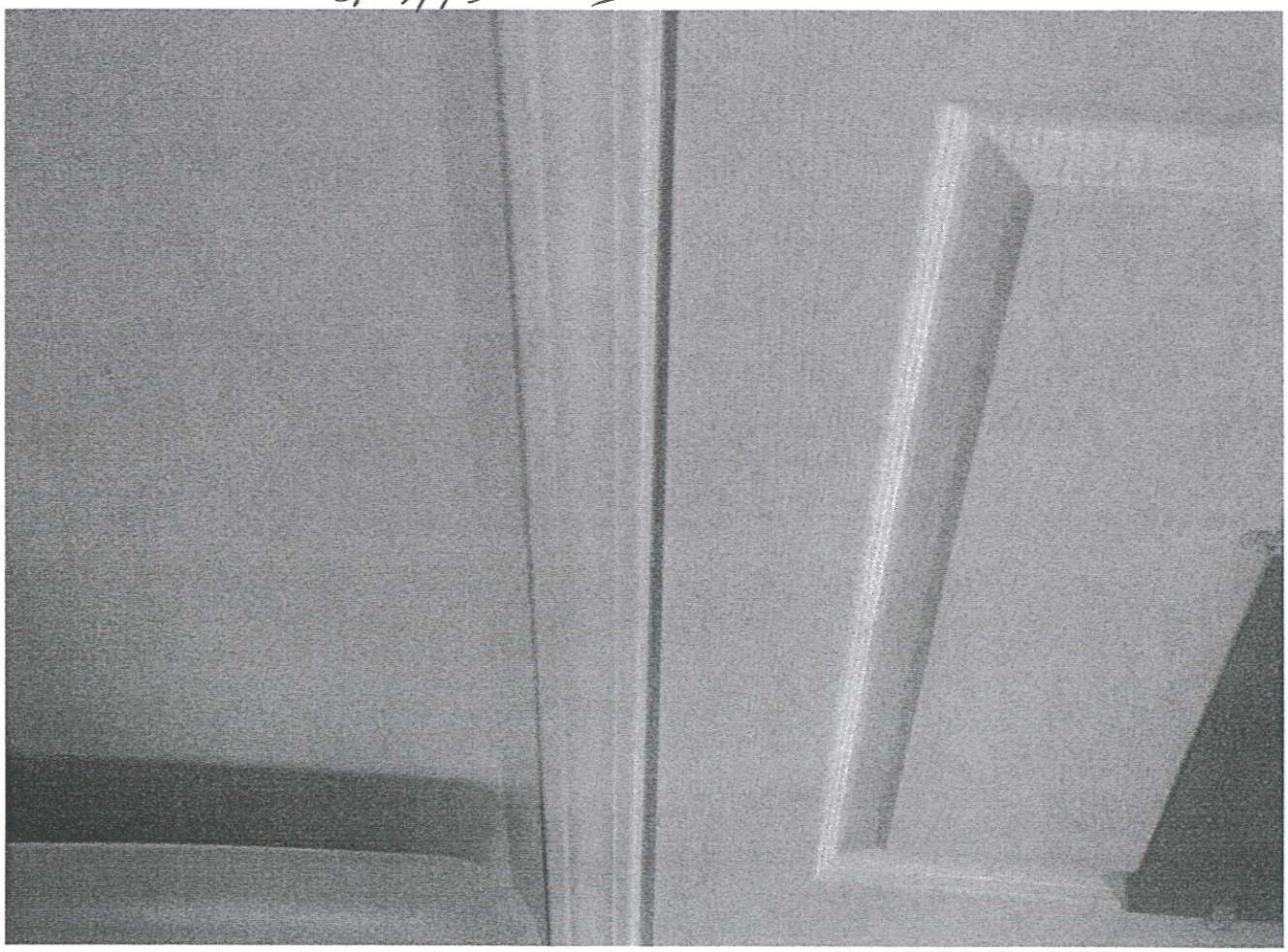


3/27/15 CB





3/27/15 CJ



6

Tom Schedler
Secretary of State

State of Louisiana Secretary of State

COMMERCIAL DIVISION
225.925.4704

Fax Numbers
225.932.5317 (Admin. Services)
225.932.5314 (Corporations)
225.932.5318 (UCC)

Name	Type	City	Status
USA FUTURETECH, INC.	Business Corporation (Non-Louisiana)	GILBERTSVILLE	Active

Business: USA FUTURETECH, INC.
Charter Number: 36752728F
Registration Date: 5/23/2008
State Of Origin:
Domicile Address
2891 NEW HANOVER SQUARE ROAD
GILBERTSVILLE, PA 19525
Mailing Address
2891 NEW HANOVER SQUARE ROAD
GILBERTSVILLE, PA 19525
Principal Business Office
2891 NEW HANOVER SQUARE ROAD
GILBERTSVILLE, PA 19525
Registered Office in Louisiana
132 N. TELEMACHUS ST.
NEW ORLEANS, LA 70119
Principal Business Establishment in Louisiana
3715 DELGADO DR.
NEW ORLEANS, LA 70119

Status

Status: **Active**
Annual Report Status: **In Good Standing**
Qualified: 5/23/2008
Last Report Filed: 6/4/2014
Type: Business Corporation (Non-Louisiana)

Registered Agent(s)

Agent: SCOTT P. SHEA
Address 1: 132 N. TELEMACHUS ST.
City, State, Zip: NEW ORLEANS, LA 70119

Appointment Date:	7/4/2009

Officer(s)

Additional Officers: No

Officer:	BILLY WAYNE DUNLAP
Title:	President
Address 1:	2891 NEW HANOVER SQUARE ROAD
City, State, Zip:	GILBERTSVILLE, PA 19525

Officer:	BARBARA K. DUNLAP
Title:	Vice-President
Address 1:	2891 NEW HANOVER SQUARE ROAD
City, State, Zip:	GILBERTSVILLE, PA 19525

Officer:	NOAH L. DUNLAP
Title:	Director
Address 1:	611 BINKLEY AVE
City, State, Zip:	DUMAS, TX 79029

Officer:	SERENA DUNLAP
Title:	Director
Address 1:	2891 NEW HANOVER SQUARE ROAD
City, State, Zip:	GILBERTSVILLE, PA 19525

Amendments on File (3)

Description	Date
Stmt of Chg or Chg Prin Bus Off	5/15/2009
Revoked	9/17/2010
Reinstatement	11/9/2010

Print

Contact View Screen [update]

USA FUTURETECH, INC.

Address: ◉ Public ○ Mail

USA FUTURETECH, INC.
2891 NEW HANOVER SQUARE ROAD
GILBERTSVILLE, PA 19525
UNITED STATES

Preferred Communication Method:

ID	270533
Warnings	
SSN/FEIN	
Contact Standing	ACTIVE
Contact Type	ENFORCEMENT ENTRY
Criminal History	NO
Public File	No
Mailing List	
US Citizen	No

Audit
Enforcem
Cont. Edu
Document
Owners
Owned By
Exams
Experienc
Notes
Schools
Librarian
Applicatior
Other Stat
Online Infc
Reports

Comments:

- **Addresses**
- **Organization Information**
- **Credential List**

Contact Addresses [add] [Show All]

Address Information	Contact Information	Update Addresses
USA FUTURETECH, INC. 2891 NEW HANOVER SQUARE ROAD GILBERTSVILLE, PA 19525 Country: UNITED STATES Last updated by Nathan Rawls (LSLBC)	**Phone** **Fax** **Cell** **Email**	**[update]** MAIN ADDRESS Contact Public Address Contact Mail Address **Form Letter**

Organization Information [update]

Field	Value	Field	Value
Online User ID	USAF270533		

Credentials

Credential	Sub	License Type	License Issue	Expiration Date	Status	Re

No Credentials Found

7

BOBBY JINDAL
GOVERNOR

State of Louisiana

STATE LICENSING BOARD FOR CONTRACTORS

MICHAEL B. MCDUFF
EXECUTIVE DIRECTOR

JUDY DUPUY
ADMINISTRATOR

March 31, 2015

CERTIFIED MAIL
RETURN RECEIPT
7013 2250 0002 3125 2209

USA Futuretech, Inc.
Attn: Scott P. Shea, Reg. Agent
132 N. Telemachus Street
New Orleans, Louisiana 70119

RE: 442 Abalon Court
New Orleans, Louisiana
SLBC Case: 2015-657

Dear Mr. Shea:

It has come to the attention of this office that your residential construction activities in the State of Louisiana may be in violation of the Louisiana Contractor's Licensing Law. Our records reflect that you do not possess a valid State Residential Contractor's License.

We call your attention to Louisiana R. S. 37:2150-2192, the Contractors Licensing Law, and in particular section 2167(A) in that, USA Futuretech, Inc., is in the process of constructing residence(s) and/or performing home improvements in excess of $75,000.

If our information is correct, we request that you consider voluntarily ceasing work, as a properly licensed contractor is needed to complete the project(s).

By way of this letter, the Board is providing you with an opportunity to show compliance with Title 37, Chapter 24 of the Louisiana Revised Statutes, prior to the institution of Board proceedings. Please forward your response to this correspondence, along with any relevant documents,, to the attention of Mr. Nathan Rawls via email to nrawls@lslbc.louisiana.gov or fax to (888) 510-0129, within three (3) days of receipt.

Respectfully,

Marianne Sullivan

Marianne Sullivan
State Compliance Director

MS/md

2525 Quail Drive • Baton Rouge, Louisiana 70808-9042 • (225) 765-2301 • Fax (888) 510-0129
www.lslbc.louisiana.gov

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2015-657 3-day MD

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Postage	$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	$

Postmark Here

USA Futuretech, Inc.
Attn: Scott P. Shea
132 N. Telemachus Street
New Orleans, Louisiana 70119

for Instructions

MD

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

USA Futuretech, Inc.
Attn: Scott P. Shea
132 N. Telemachus Street
New Orleans, Louisiana 70119

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X D. LeBlanc ☐ Agent ☐ Addressee

B. Received by (Printed Name) D LeBlanc
C. Date of Delivery 4/8/15

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

RECEIVED
APR 10 2015
COMPLIANCE DIVISION

3. Service Type
☐ Certified Mail® ☐ Priority Mail Express™
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ Collect on Delivery

4. Restricted Delivery? (Extra Fee) ☐ Yes

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PS Form 3811, July 2013 Domestic Return Receipt

8

BOBBY JINDAL
GOVERNOR

State of Louisiana

STATE LICENSING BOARD FOR CONTRACTORS

MICHAEL B. MCDUFF
EXECUTIVE DIRECTOR

JUDY DUPUY
ADMINISTRATOR

May 4, 2015

CERTIFIED MAIL
RETURN RECEIPT
7013 2250 0002 3125 9919

USA Futuretech, Inc.
Attn: Scott P. Shea, Reg. Agent
132 N. Telemachus Street
New Orleans, Louisiana 70119

RE: NOTICE OF HEARING
SLBC Case: 2015-657

Dear Mr. Shea,

This is to notify you that the Residential Building Subcommittee (the Subcommittee) of the State Licensing Board for Contractors (the Board) shall conduct an administrative hearing, **Wednesday, June 17, 2015** at 9:30 a.m., at its offices located at 2525 Quail Drive, Baton Rouge, Louisiana. This hearing shall be in accordance with the Administrative Hearing Procedures (copy attached), and Section 701 of the Rules and Regulations of the Board.

The purpose of this hearing is to consider an alleged violation by USA Futuretech, Inc. of the provisions of Louisiana R.S. 37:2150-2192 the Contractors' Licensing Law and in particular Section 2167(A) and consideration of applicable penalties therein. This hearing is being called on information and belief, USA Futuretech, Inc., performed new residential construction or home improvement work at 442 Abalon Court ($125,000.00), New Orleans, Louisiana without possessing a Louisiana State Residential Building license.

Under the authority granted in LA R.S. 37:2162, the Board is empowered to issue an order to any person or firm engaged in any activity, conduct, or practice constituting a violation of any provision of the Contractors' Licensing Law, LA R.S. 37:2150, et seq., directing such person or firm to forthwith cease and desist from such activity, conduct, or practice prohibited by this Chapter. This order may be issued in addition to or in lieu of criminal penalties and administrative sanctions provided therein. Pursuant to LA R.S. 37:2162, any person who unlawfully acts as a contractor shall be liable for a fine of up to one thousand dollars plus administrative costs for each offense and may be liable for a civil penalty of not more than ten percent of the total contract or contracts being performed.

You are required to appear at said hearing by Order of the State Licensing Board for Contractors, State of Louisiana, this 4th day of May, 2015. You may be represented by legal counsel if you so desire.

Should you need further information, please contact Mr. Nathan Rawls at (225) 765-2301 Ext. 215 or via email nrawls@lslbc.louisiana.gov.

Respectfully,

Bobbie Hughes
State Compliance Director

BH/md

Attachment: Administrative Hearing Procedures

BOBBY JINDAL
GOVERNOR

State of Louisiana

STATE LICENSING BOARD FOR CONTRACTORS

MICHAEL B. MCDUFF
EXECUTIVE DIRECTOR

JUDY DUPUY
ADMINISTRATOR

May 4, 2015

USA Futuretech, Inc.
Attn: Scott P. Shea, Reg. Agent
132 N. Telemachus Street
New Orleans, Louisiana 70119

SUBPOENA OF RECORDS AND DOCUMENTS

Pursuant to the authority granted by Louisiana Revised Statutes 49:956 (5), you are hereby commanded, in the name of the Louisiana State Licensing Board for Contractors, to provide to this office at 2525 Quail Drive, Baton Rouge, Louisiana 70808, **within 72 hours upon receipt of this subpoena:**

> "Copies of all quotes, bids, permits, bonds, proposals, agreements, contracts and/or subcontracts, all payroll records, other payments, all purchase orders, material invoices, all equipment rental invoices, documents concerning any construction specified in the Hearing Notice of May 4, 2015."

You are required by law to respond to this subpoena issued by Order of the Louisiana State Licensing Board for Contractors, State of Louisiana, this 4th day of May, 2015.

BHughes

Bobbie Hughes
State Compliance Director
SLBC Case: 2015-657

2525 Quail Drive • Baton Rouge, Louisiana 70808-9042 • (225) 765-2301 • Fax (888) 510-0129
www.lslbc.louisiana.gov

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2015-657 Nott MD

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Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	$

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USA Futuretech, Inc.
Attn: Scott P. Shea,
132 N. Telemachus Street
New Orleans, Louisiana 70119

for Instructions

MD

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- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

USA Futuretech, Inc.
Attn: Scott P. Shea
132 N. Telemachus Street
New Orleans, Louisiana 70119

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X D. LeBlanc ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* D. LeBlanc
C. Date of Delivery 5/8/15

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

RECEIVED
MAY 11 2015

3. Service Type
☐ Certified Mail® ☐ Priority Mail Express™
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ Collect on Delivery

4. Restricted Delivery? *(Extra Fee)* ☐ Yes

7013 2250 0002 3124 9919

PS Form 3811, July 2013 Domestic Return Receipt