

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

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SC Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

The Honorable Henry W. Brown
Special Referee

Appellate Case Number 2019-000513

Brown Contractors, LLC, under S.C. Residential Builders License No. 20378, ...
.....Appellant/Respondent,

v.

Andrew Joseph McMarlin a/k/a Andrew Joseph McMarlin and Amy Salzhauer, ...
.....Respondents/Appellants.

And

Andrew McMarlin and Amy Salzhauer, ...Respondents/Appellants,

v.

James Brown, IV and Brown-Meihaus Construction Co., LLC, ...Third-Party Defendants.

RECORD ON APPEAL
Volume 3
Supplement to Record on Appeal

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1 minute with Jay.

2 THE COURT: Okay.

3 BY MR. VARNADO:

4 Q We're going to step out, so just bear with us
5 one second, and then Mr. Lyles may have some questions
6 for you.

7 A All right.

8 (Whereas, a short recess was taken.)

9 MR. VARNADO: Miss Wenner, thank you. That's
10 all the questions I have for you at this time. Mr.
11 Lyles or Mr. Brown may have some additional questions.

12 CROSS-EXAMINATION

13 BY MR. LYLES:

14 Q So, now, Miss Wenner, it's your testimony that
15 you provided backup with every invoice that you sent to
16 Mr. Salzhauer?

17 A That's correct.

18 Q How much backup?

19 A What do you mean how much?

20 Q What did you send him? What did the backup --
21 what constituted the backup?

22 A The invoice that we received.

23 Q From whom?

24 A From the supplier or the subcontractor for
25 payment. So whatever the request for payment, whatever

1 format that was, that's what got attached.

2 Q And did you also send him the backup from the
3 subcontractor's invoice?

4 A The subcontractor's invoice?

5 Q Sure. Did the subcontractors, when they sent
6 you an invoice, did they provide you with backup?

7 A The subcontractors were labor-based.

8 Q Okay. So they would only invoice you for
9 their labor?

10 A Right. They typically had a contracted
11 amount, and the requisition had what they were -- what
12 the job was, how much they had been paid, how much they
13 were requesting this time, and how much is left on
14 their job so that they wouldn't get ahead of
15 themselves.

16 Q So the subcontractors that were being paid on
17 a labor basis had -- had fixed agreements with Brown
18 for the job?

19 A For the most part, yes. I mean, occasionally,
20 you might have somebody that charges, you know, a
21 random amount for something added to or, you know,
22 something like that; but, generally speaking, most of
23 the subcontractors had a price that they were working
24 from.

25 Q A fixed price?

1 A An estimate.

2 Q Okay. So most of the subcontractors to Mr.
3 Brown had fixed estimates for the work that they were
4 doing at 1850 Flag; is that right?

5 A They had an estimate. I don't know how you're
6 saying fixed and not -- an estimate is an estimate.
7 It's --

8 Q Well, you said that what they were doing is
9 they would -- they didn't provide you any backup. What
10 they would do is they would requisition some percentage
11 of their estimate, and request payment based on the
12 progress of the work?

13 A Right. For example, if you have a framer,
14 there's no materials involved because materials are
15 paid for on this side. It's only labor. I don't know
16 what documentation you're asking that they're
17 submitting with their payment request. Typically, most
18 builders, or subcontractors, framers, they get paid on
19 a certain schedule. Plumbers are the same way. A
20 certain percentage up front, certain percentage at
21 rough-in, certain percentage of this, certain
22 percentage of that.

23 Q Okay. But that's not what Jay was doing;
24 right? Jay was billing cost plus, no estimates; right?
25 Isn't that your testimony?

1 A I don't think I'm understanding what you're
2 asking me.

3 Q Sure. You were explaining to me how
4 subcontractors bill, and they're billing on some sort
5 of an estimate for some scope of work.

6 A Okay. During the estimation process for
7 John -- for Jay -- sorry. During the estimating
8 process, before the job ever starts, they have their
9 subcontractors come in, they say this is -- these are
10 the plans, this is the house, this is what we want
11 done, give us a price. They make a selection based on
12 whomever has the most appropriate quote. They go with
13 that company. They expect to get paid. They submit
14 their requisitions, just like everybody else does. If
15 there's a change order, it gets changed. The estimate
16 is no longer the estimate if you're adding or changing
17 services. Sometimes you add. Sometimes you take away.
18 Sometimes you completely annihilate the initial
19 estimate and job.

20 Q And so a variance or deviation from the
21 original proposal or estimate is documented by the
22 subcontractors via change order?

23 A Typically, yes.

24 Q Did that happen here?

25 A There were lots of change orders. There were

1 probably more change orders than there was an original
2 estimate.

3 Q Was there ever -- were the Salzhauers ever
4 provided with any signed change orders between Brown
5 Contracting and any subcontractors?

6 A I'm not the person to ask that question
7 because I did not handle the change orders.

8 Q Oh, so you wouldn't have --

9 A I saw the paperwork after the fact. But as
10 far as the communication for change orders, I would not
11 have had -- I would not have called Hank and said
12 there's a change order for such and such. I would
13 never have done that because I don't have the
14 experience to explain why that change is taking place.

15 Q So let's get back to your scope of services,
16 then.

17 A Uh-huh.

18 Q You would not have sent any change orders with
19 any of the invoices that you would have sent to Mr.
20 Salzhauer?

21 A The change orders were reflected on the
22 invoices if there was a change, and it said change
23 order.

24 Q Did you send the change order?

25 A Yes, everything was sent. If I had a copy of

1 it, it was sent. But as far as a new contract that has
2 a change order, no, I did not send those because I
3 wouldn't have received that. That's not me. That was
4 not what I was doing. I was billing. But he was
5 supplied every single time there was a change order,
6 the invoice said change order, and it would -- if I
7 could find one that has a regular invoice. It would
8 have said, you know, change order.

9 Q Okay. Are you showing me one that says change
10 order?

11 A No.

12 Q But it would have said -- the invoice would
13 have said change order?

14 A Yes. It would have said change order and what
15 the company was for, and then you would have been able
16 to look and say, okay, well, the change order is here,
17 that's what the bill for that is reflecting.

18 Q Do you know what a change order is?

19 A Yes.

20 Q Is it a formal document?

21 A It can be, yes.

22 Q Which represents a manifestation and
23 memorialization of an agreement that an agreed-upon
24 price has been changed because of some circumstances?

25 A Yes. But I'm billing for pieces and -- one

1 change order could have 50 invoices. If you change --
2 say I want my outlet there instead of there, and it's
3 already there, it's not just simple, okay, let me
4 unscrew it and put it over here. No, you have to move
5 the line. You have to -- so you've got an electrician,
6 you've got drywall, you've got paint. You could have
7 lots of bills that are associated with that, not
8 including the actual device of the electrical outlet.

9 Q Okay.

10 A So there are lots of pieces and parts to that
11 change order. I'm billing for the pieces and parts.

12 Q Who sent the change order documents to --

13 A All --

14 Q Let me finish my question, please. Who sent
15 the change order documents to Hank Salzhauer and Amy
16 McMarlin?

17 A It wasn't me, so I can't answer your question.
18 All communication for building purposes was not my job.
19 I didn't have those communications.

20 Q So you didn't do billing?

21 A I did not communicate construction changes.
22 That is not my job. I am not a builder. I am not a
23 contractor.

24 MR. VARNADO: I think she said building, not
25 billing, Rob.

1 A (Continuing) Those communications were between
2 Jay and/or the project manager who was working,
3 whoever. I only billed out what was approved for those
4 change orders.

5 Q By Jay?

6 A Or the project manager. Whoever was working
7 the job, that is who approved the bills that week.

8 Q Do you know if the Salzhauers ever received a
9 change order document from anybody?

10 A Again, I wouldn't have been the person to send
11 it, so I can't answer that.

12 Q You can't answer if you know or not? Do you
13 know if they received a change order?

14 A I do not know because it would not have been
15 me that did it. I don't know. I only worked in the
16 office about two days a week. There's a lot of things
17 that go on in an office when you're not there. I don't
18 know. He wasn't in the office 90 percent of the time
19 when I was there. You're asking me to speculate what
20 he did when I wasn't there.

21 Q Actually, Miss Wenner, I'm not asking you to
22 speculate. I'm asking you if you know whether or not a
23 change order was sent to the Salzhauers. If you don't
24 know, you don't know.

25 MR. VARNADO: She said she doesn't know.

1 A (Continuing) I've already said that three
2 times, that I don't know. I didn't do it.

3 THE COURT: I've heard her say she does not
4 know.

5 BY MR. LYLES:

6 Q Okay. Regarding the subcontractor invoices,
7 you testified that your subcontractors worked
8 principally on a labor basis; is that right?

9 A Well, you're generalizing. Some did, some
10 didn't. You've got different subcontractors. HVAC
11 isn't just labor, it's, you know...

12 Q Let me ask you something. Were there any subs
13 on the Salzhauers' house, 1850 Flag, where the
14 subcontractor actually hired subcontractors?

15 A What do you mean by hired subcontractors?

16 Q Well, do you know what a subcontractor is?

17 A I'm asking -- I don't understand your
18 question. Yes, I know what a subcontractor is.

19 Q Did you know of any instance where a
20 subcontractor to Brown Contractors on the 1850 Flag job
21 hired subcontractors to work under them?

22 A Yes. That's primarily a management -- I mean,
23 you hired subcontractors to do work. That's what
24 most --

25 Q Who hires subcontractors to do work?

1 A Most construction companies hire
2 subcontractors to do certain jobs.

3 Q Now, listen to my question. My question is,
4 did any of the subcontractors hired by Brown hire their
5 own subcontractors?

6 A That I do not know. Not to my knowledge, but
7 that wouldn't have been -- I wouldn't have been billing
8 for that, so I don't know.

9 Q Why wouldn't you have been billing for that?

10 A Because I didn't hire them.

11 Q Would the subcontractors not have submitted
12 their subcontractor information to you as part of their
13 billing?

14 A No.

15 Q No?

16 A They did not.

17 Q So the Salzhauers, if that in fact occurred,
18 that is subs were retaining subs, the Salzhauers
19 wouldn't have gotten that information from you; right?

20 A No. I don't imagine they would have if I
21 wouldn't have had a knowledge of them in the first
22 place.

23 Q How many employees did Brown Contractors have?

24 A None.

25 Q You indicated all of Mr. Brown's jobs were on

1 a cost plus basis?

2 A Yes.

3 Q Are you familiar with any AIA cost plus
4 contracts that Mr. Brown had, actually signed
5 contracts?

6 A No. I said that we had discussed the
7 contract. They were sent the contract. There was
8 discussion after the fact. Many, you know, times into
9 the bill that, you know, contract, 15 percent, et
10 cetera. But as far as seeing signed contracts, no, I
11 did not have that in my hand.

12 Q But did you see other jobs where there were
13 signed AIA contracts?

14 A No. We never used any AIA contracts until
15 this job.

16 Q Okay.

17 A And technically, that's not truly an AIA
18 document. It's a manufactured AIA document.

19 Q So in the course of his business, Mr. Brown
20 did not regularly use AIA promulgated cost plus
21 contracts?

22 A No. He used a contract that was built through
23 an attorney.

24 Q Do you know if that contract was sent to the
25 Salzhauers?

1 A Yes, it was.

2 Q And is that contract -- if you'll turn in this
3 document -- or this book to Exhibit 14.

4 A Okay.

5 Q If you'll look, it's an email from Jay Brown
6 to Hank and to Amy. Do you see that?

7 A Uh-huh.

8 Q And it has an attachment. Do you see that?

9 A Yup.

10 Q AIA cost plus doc, is that the agreement that
11 Mr. Brown typically uses?

12 A Nope.

13 Q Okay. Have you ever seen Mr. Brown propose
14 this as a contract?

15 A Nope.

16 Q Okay.

17 A Except in this job. We never used AIA
18 documents.

19 Q Okay.

20 A And the reason for that is, is they are very
21 difficult to explain to a client. They don't
22 understand them, they're very difficult.

23 Q Okay. Let me show you -- or turn one more
24 exhibit back to Exhibit 13, and ask you do you
25 recognize that document?

1 A Yes. That's the standard agreement that we
2 used with our clients.

3 Q So this is the standard contract form that Mr.
4 Brown uses?

5 A Yes. I mean, from my memory, yes. I don't
6 have it memorized, but it looks like it.

7 Q All right. So when you would do your billing
8 on a monthly basis, did you utilize this contract form
9 to do your billing?

10 A Once I was given the estimate and was told
11 what the -- what the contracts were, you know, whether
12 it was 15 percent, you know, some of them were
13 different, percentage, whatever, then I would install
14 that in QuickBooks under an estimate, so that then they
15 could process billing, et cetera.

16 Q And so what would you do in terms of your
17 billing with that contract form?

18 A Again, invoices would be submitted either via
19 email, mail, fax, dropped off, that would be -- it was
20 collected, it was put in a job folder for approval, it
21 was approved, then I added them into QuickBooks
22 accordingly, and then I would bill the client.

23 Q And you would -- would you refer to the
24 contract to determine what you could properly bill the
25 client under the contract form?

1 A It's a cost plus job. Everything that's cost
2 is sent to the client.

3 Q Everything?

4 A Everything.

5 Q Even things that the contract form says can't
6 be charged to the client?

7 A Invoices that come in through the mail aren't
8 not billable, they're billable. They're expenses to
9 the job.

10 Q So you would do that analysis?

11 A Yes.

12 Q Okay. Now, I'll turn you to Exhibit 50, if
13 you will, and that's an email exchange between you and
14 Hank.

15 A Okay.

16 Q Hang on just a second.

17 A Okay.

18 Q Hang on just a minute. Miss Wenner, Exhibit
19 50 is an email exchange between you and Hank Salzhauer.
20 Do you see that?

21 A Yes.

22 Q And Mr. Salzhauer is asking you for
23 information, billing information; is that right?

24 A I am trying to read it as we speak.

25 Q Sure.

1 A Yes. He was asking for information that I
2 could not provide him, and I referred that information
3 to Jay.

4 Q And what information was he looking for?

5 A He wanted to know what the end cost was going
6 to be because the job -- there was constant changes and
7 there was no -- every time we finished something,
8 something else, oh, I want to do this, and then we'd
9 add another thing to the job. So it was never ending,
10 it felt like, and he wanted to know where the end was.

11 Q Mr. Salzhauer did?

12 A Yes, but they kept making changes.

13 Q What changes did they make, Miss Wenner?

14 A From what I remember, I mean, there were
15 changes on -- there was a complaint about the heating
16 and cooling, noise or something. There were lots of
17 issues. I don't remember the exact issues because,
18 again, not my area of expertise.

19 Q But you can come in and testify today that
20 this was -- the job was continually changing because
21 the Salzhauers were changing things; is that right? Is
22 that your testimony?

23 A It is my understanding that they were
24 constantly making changes.

25 Q And you got that from Mr. Brown?

1 A I got that from a lot of people, a lot of
2 subcontractors would come in and complain. They didn't
3 like working on the job because she was difficult.

4 Q What subcontractors complained?

5 A Several of them.

6 Q Can you give me one?

7 A I could, but, I mean, I don't see the point.
8 But the painter, for one, was irritated.

9 Q Which one, Mr. Kershaw?

10 A Yes.

11 Q Why was he irritated?

12 A I don't remember the details. I just
13 remember -- this was several years ago. I remember he
14 was irritated, as most of the subs. They weren't
15 getting paid when they were supposed to get paid. They
16 were angry about that. They were expected to go to a
17 job site, but they didn't know if they were getting
18 paid for it because they quit making the payments. You
19 know, so then they didn't understand why the job was
20 taking so much longer, because the subs weren't showing
21 up. Well, the subs aren't going to show up if they're
22 not getting paid.

23 Q When did Mr. Salzhauer stop making payments?

24 A Again, he started questioning probably about
25 six, seven weeks out.

1 Q And is it your testimony that he stopped
2 making payments?

3 A No. He started selectively making payments,
4 and then tried to pay some of the subs directly.

5 Q What he stopped paying was the requested
6 overhead and profit?

7 A Yes. He completely cut that out.

8 Q He didn't stop paying the subs, did he?

9 A I don't remember getting all of the money
10 requested. I don't remember what was deducted outside
11 of that, but I think there was more deducted than just
12 the overhead and profit.

13 Q Okay. How long did Mr. Salzhauer request a
14 cost to complete the job before he got one from Mr.
15 Brown?

16 A You would have to ask him. I don't know.
17 Because again, I wasn't -- this is the only
18 correspondence I'm aware of at that point. Other than
19 that, I would not have had those conversations with
20 him. Those were conversations between them. I wasn't
21 present.

22 Q And you put together those AIA application
23 forms?

24 A I did.

25 Q Turn, if you will, to Exhibit 99.

1 A (Witness complied with request of counsel.)

2 Q Now, you represented a moment ago that you
3 believed that the overhead and profit that Mr. Brown
4 was charging was 15 percent?

5 A That is correct.

6 Q Was that his standard overhead and profit
7 number?

8 A Oh, not necessarily. Every contract was
9 different; it was negotiated. I mean, it depended on
10 the size of the job. It depended on a lot of things.

11 Q What's the lowest overhead and profit number
12 you can remember Mr. Brown granting?

13 A Twelve. I mean, and that was a much smaller
14 scale -- you know, it was a much smaller job.

15 Q Okay.

16 A There were some that were higher.

17 Q Let's look at Exhibit 99 real quick.

18 A I am.

19 Q On the first page, about halfway down the
20 page, we have a charge for administrative accounting,
21 \$200. Do you see that?

22 A Yup.

23 Q Okay. If you turn the page over, we've got a
24 number for project management. Who's providing that,
25 Mr. Brown?

1 A Brown Contractors.

2 Q Okay. So we have -- and let me go back to the
3 first page. The administrative accounting, is that
4 also being provided by Brown Contractors?

5 A That was being provided by me.

6 Q Okay. You work for Brown Contractors, or no?

7 A No. I was a subcontractor. I did not -- I
8 was not an employee and never have been an employee of
9 Jay Brown.

10 Q Oh. So your costs were also subcontract
11 costs?

12 A Yes.

13 Q Oh.

14 A But it was included in -- as all of the
15 contracts, there was a \$200 administrative fee in every
16 contract that would allow for those services.

17 Q Every month?

18 A On a weekly basis, if I remember correctly, in
19 the contract.

20 Q Okay. So no employees at all for Brown;
21 right?

22 A That is what I said.

23 Q What was Brown's overhead?

24 A What is their overhead?

25 Q Yeah.

1 A Meaning other than the obvious rent, office
2 equipment, vehicle, you know, insurances? There are
3 lots of overheads.

4 Q Well, tell me about them. What did he have?
5 He had an office?

6 A Yes.

7 Q Okay. And what was the office used for?

8 A Well, we met -- that was where I did the books
9 for him. That is where they met with clients. That is
10 where his office was when he was there. I mean, it was
11 an office.

12 Q And what else was overhead?

13 A Insurances, vehicle expenses.

14 Q What sort of vehicles did he have?

15 A It was a work truck.

16 Q Just one work truck?

17 A I think so. I mean, there was a truck. There
18 was insurances. There's copier expenses. There's
19 paperwork, you know, office supplies. There's
20 electricity. There's phones, mobile phones, computers,
21 tablets, Internet. I mean, there are lots of expenses
22 for overhead.

23 Q All for one person; right?

24 A One for -- one business, yes.

25 Q Okay. So project management is \$10,000.

1 That's Mr. Brown; right?

2 A Yes.

3 Q Okay. And then down here, we've got overhead
4 and profit, which is 11,483; right?

5 A That's what it says, yes.

6 Q That's on the invoice. Now, if I do the math
7 and I include the \$200, which I might not should
8 include it, it looks to me that between the
9 administrative, the project management, and the
10 overhead and profit, that's 24.63 percent of that
11 invoice, if you run the numbers.

12 A I'll have to take your word for it as I'm not
13 going to try to do that in my head.

14 Q Well, did you regularly bill project
15 management, and tack on overhead and profit on top of
16 that?

17 A No. Project management was billed at certain
18 points of the job. No, it was not billed regularly.
19 It wasn't billed every week or every, you know, three
20 weeks. It was designated, you know, it's time to go
21 ahead and bill another project management, so I went
22 ahead and did it.

23 Q Now, you -- going back to the pay application
24 that Mr. Salzhauer requested. You indicated that you
25 thought that the Salzhauers didn't understand the

1 QuickBooks invoicing that was sent to them.

2 A He told me he didn't understand what I sent
3 him.

4 Q Okay. And the invoices you sent him are the
5 invoices that we've looked at in this book?

6 A They appear to be, yes. I mean, they're
7 missing all of the, you know, documentation that went
8 with it, but, yes.

9 Q But the invoices, what the invoices don't show
10 is what the project estimate is; right?

11 A Correct. Well, that is a different report. I
12 mean, that's not an invoice, that's a report, and they
13 did receive that. But, because he was using the AIA
14 that gave him that information, that would have been
15 the same information, this is what the estimate was,
16 this is the cost, this is where you are.

17 Q Yeah.

18 A So, yes. He was getting that, every single
19 invoice, yes.

20 Q With this pay app, with this AIA document that
21 you had put together?

22 A Yes. So there was never any doubt where you
23 were on the job by looking at that invoice and
24 documents that came with it. That was the purpose of
25 why he asked for that, I'm sure.

1 Q And there was never a doubt where you were on
2 the job using that pay app?

3 A Well, again, I'm not a construction person.
4 As far as my job was concerned, I was billing out
5 everything according to when it came in.

6 Q Sure. Well, let's look for a minute --

7 A And approved.

8 Q Let's look for a minute at these pay apps, and
9 look at No. 96.

10 A (Witness complied with request of counsel.)

11 Q Do you see No. 96? And that's signed by Jay
12 Brown; right?

13 A It is.

14 Q March 11th, 2013; right?

15 A That's what it says.

16 Q Look at the original contract sum,
17 \$543,130.20.

18 A Okay.

19 Q Okay. And this is data that was entered into
20 this form by you; right?

21 A That is correct.

22 Q Where did you get that number?

23 A From the original contracted sum.

24 Q Okay. Where would we find that number?

25 A That would have agreed with an estimate, at

1 some point when the estimate was accurate.

2 Q Okay. So we have a \$543,130 contract sum
3 there?

4 A Uh-huh. In March, right.

5 Q In March. And then if we go to Exhibit 100.

6 A Okay. I'm a little bit confused in this book
7 because the numbers --

8 Q Here we go.

9 A Oh, it's upside down, that's why.

10 Q Some are put in upside-down, yeah. Sorry. If
11 we go to 100, which is a couple of months later; right,
12 that's May?

13 A Uh-huh.

14 Q Then also we see the original contract sum is
15 \$999,944.93; right?

16 A That's what it says, yes.

17 Q So somehow the original contract price made a
18 quantum leap between the March pay app and the May pay
19 app; right?

20 A I do not know the details, but I remember
21 there was a major change of scope in the job. It went
22 from a typical remodel to lots of other things, so that
23 doesn't surprise me.

24 Q A typical remodel to lots of other things.
25 Did Mr. Clowney come up and specify a lot more work at

1 the job site at that point in time?

2 A Who is that?

3 Q Beau Clowney is an architect.

4 A I don't know. I wouldn't have known that.

5 Q Do you know anything about a meeting that took
6 place between Mr. Salzhauer and Mr. Brown at this time
7 period, in this March/April time period, to discuss the
8 final completion costs for the job?

9 A No. I was not present.

10 Q Okay.

11 A Again, I was only in the office about two days
12 a week.

13 Q Why did you leave Mr. Brown?

14 A Because my mother has dementia and she needed
15 my care.

16 Q Did you assist him with the preparation of the
17 lien?

18 A No, I did not.

19 Q Who did, do you know? I mean, not Mr.
20 Varnado. Who is his accountant?

21 A I don't know who his accountant currently is.

22 Q Who was his accountant in 2014?

23 A Was it Rhonda, or was it --

24 Q If you know, you can tell me.

25 A I assume it was Rhonda. I don't know that.

1 Q That was his accountant when you were there?

2 A She was the -- she started right before I
3 left.

4 Q What did an accountant do that was different
5 than what you did?

6 A Well, she prepared -- I gave everything to her
7 for preparation for tax purposes. That's what she did.

8 Q Okay.

9 A And then I believe she gave him advice on, you
10 know, structuring as far as sole proprietor.

11 Q Did you prepare the final bill that was sent
12 to the Salzhauers on December 9th, 2013? That's
13 Exhibit No. 116, I think.

14 A I would assume so.

15 Q Okay.

16 A Some of the pages are upside down, but I would
17 assume so.

18 Q Give me just a minute to talk to these folks,
19 if you don't mind. Thank you.

20 (Whereas, the deposition recessed briefly.)

21 BY MR. LYLES:

22 Q How many times would you estimate you spoke to
23 Hank Salzhauer on the telephone?

24 A Verbally spoke to him, or communicated with
25 him in an email and phone?

1 Q On the phone.

2 A On the phone, not very many times. Probably
3 less than 10.

4 Q Less than five, or less than 10, or what would
5 you say?

6 A I would be guessing. Less than 10.

7 Q And the rest of the communication was by
8 email?

9 A Yes.

10 Q Okay.

11 MR. LYLES: I don't have any questions for
12 you, anything further.

13 MR. VARNADO: I don't have anything.

14 EXAMINATION

15 BY THE COURT:

16 Q Miss Wenner, bear with me, I want to clear up
17 a few things.

18 A All right.

19 Q Look at Exhibit 30 for me, please. I think
20 that is the first invoice on the project.

21 A Well, it says application No. 4, if I'm
22 reading it -- unless my eyes are that bad. It might
23 say one.

24 Q Well, let me --

25 A It can't be the first one, because if you look

1 at the second page, there's totals.

2 Q Well, let me re-ask the question.

3 A All right.

4 Q The AIA form says it's application No. 4, just
5 curiosity, if I look at the invoice, which appears to
6 match the number of 31,000, it says invoice No. 54.
7 Just -- should I just disregard the invoice numbers on
8 the QuickBooks numbers?

9 A Yes, because the invoice numbers in QuickBooks
10 weren't just for them. There were multiple clients,
11 so...

12 Q That's the 54th invoice you issued on this
13 job, that you issued totally for Brown?

14 A Yes. In QuickBooks, yes.

15 Q Now, using this as an example, is this
16 document what is printed out by QuickBooks?

17 A Yes.

18 Q The invoice --

19 A Yes.

20 Q Look in the lower right-hand corner, Brown
21 0003; do you see that, lower right-hand corner?

22 A Yes.

23 Q Do you have to assemble any information, or
24 does QuickBooks simply print it out based on its
25 program and what's stored in the -- what data is stored

1 in it?

2 A When you enter an invoice into QuickBooks,
3 there is a place where you check off whether it is
4 billable or not billable. Because it's cost plus, so
5 it's billable. You check that off, and that is what
6 generates the invoice. And then you select those items
7 from a list that is then imported into an invoice.

8 Q If you receive an invoice from someone that
9 says Brown owes me money --

10 A Uh-huh.

11 Q -- do you enter that only after it's paid, or
12 do you enter it right at that time?

13 A Neither. I enter it after it's been approved
14 for payment.

15 Q And Mr. Brown did the approving?

16 A Well, the project manager. It wasn't always
17 just -- but I think for that job it was just Jay.

18 Q Well, who would -- you're talking about
19 project managers. Were there project managers on this
20 job other than Jay Brown?

21 A When it came to the end job, I think Cameron
22 Glaws was working as a project manager.

23 Q And were there project managers prior to
24 Cameron Glaws?

25 A Working on that job?

1 Q Yes, ma'am.

2 A I don't remember.

3 Q Okay.

4 A I'm sorry.

5 Q That's all right. Now, when we see on this
6 list, "Demolition: VLN, LLC, #2831"; do you see that?

7 A Uh-huh.

8 Q What is the 2831? I assume that's data you
9 enter.

10 A 2831 is the vendor's invoice number.

11 Q Taken from the vendor's invoice?

12 A Right, so that there was an easy reference.
13 Just like if you look a little bit further down, you
14 see the Southern Lumber, number whatever, pick one. If
15 you were to go to Southern Lumber, they can pull up
16 that invoice number. It was a reference so that when
17 you're looking through the receipts, you know that that
18 invoice is what that is representing.

19 Q Now, following up a little bit on what Mr.
20 Lyles was asking you, because I'm not sure I understood
21 what your answer was, but if we look at demolition,
22 VLN, LLC, for example, \$2,400.

23 A Uh-huh.

24 Q You had gotten an invoice from VLN?

25 A Correct.

1 Q Did that invoice have backup, or did you
2 simply get a single page saying I want \$2,400 for the
3 work I did?

4 A Subs did not provide backup to their invoice.
5 Their invoice was submitted, and then it was approved
6 accordingly, or disapproved, as sometimes they were,
7 but approved, and then --

8 Q But as far as any -- the paper you got from
9 VLN or any other sub, you simply got a statement saying
10 please pay me this amount, and that was all of the
11 paperwork you had to document what that was?

12 A Yes. But in saying that, typically we had on
13 file their quote that they gave us that said what the
14 job -- what they were charging us for.

15 Q And was it your practice to attach to an
16 invoice the document or the invoice you got from VLN?

17 A We always did that, every job.

18 Q But that's the extent of the documentation
19 that Mr. or Miss Salzhauer got in regard to that
20 \$2,400?

21 A In my invoice, yes.

22 Q Were you asked to exercise any judgment over
23 whether something should be paid or not paid?

24 A No.

25 Q Do you know if any invoices were rejected by

1 Mr. Brown, and even though Brown paid them, he would
2 not authorize their entry into the QuickBooks as a debt
3 of Miss Salzhauer?

4 A I don't know in regards to that one job. But,
5 yes, there were frequently jobs that they had submitted
6 applications for that were not approved either for the
7 full amount or at all, because they were billing ahead
8 of where they should have been.

9 Q "They" being subcontractors?

10 A Yes.

11 Q Now, VLN is Mr. Vuong?

12 A Uh-huh.

13 Q Do you know him?

14 A Vaguely, yeah.

15 Q And he was billing as a subcontractor. I
16 assume, since you say there were no employees, he was
17 not an employee of the company?

18 A Correct.

19 THE COURT: That's all. Thank you.

20 REDIRECT EXAMINATION

21 BY MR. VARNADO:

22 Q I just have one question.

23 A Okay.

24 Q When you talk about employees and
25 subcontractors and W-2 and 1099, you're using the IRS

1 language; correct?

2 A Yes.

3 Q Are you aware that South Carolina common law
4 may or may not define "employee" differently, do you
5 know that?

6 A Yes, I do. And the laws were a little bit
7 different. They were a little more lenient then;
8 they're a little more strict now.

9 MR. VARNADO: That's all I have.

10 RE CROSS-EXAMINATION

11 BY MR. LYLES:

12 Q I have one.

13 A Okay.

14 Q Did I understand that you just told Mr. Brown
15 that sometimes this Mr. Brown would disallow or refuse
16 to pay a subcontractor invoice?

17 A If they were billing for services that were
18 not complete yet, yes. He did not pay them until they
19 completed it.

20 Q So if they were ahead -- I think what you said
21 is if they were ahead of where they should have been
22 from a billing standpoint --

23 A Right. He would not allow them to get ahead
24 of themselves.

25 Q Okay.

1 A If you're in Stage 2 of 10 and they're billing
2 at Stage 4, no, they're not going to get paid until
3 they're at Stage 4 and it's done.

4 MR. LYLES: Thank you. That's all I've got.

5 MR. VARNADO: Can she be excused?

6 THE COURT: Certainly.

7 MR. VARNADO: Thank you.

8 (Whereas, a brief recess was taken.)

9 (Cameron Glaws, having been duly sworn,
10 testified as follows:)

11 DIRECT EXAMINATION

12 BY MR. VARNADO:

13 Q Mr. Glaws, can you spell your last name for
14 the record, please?

15 A G-L-A-W-S.

16 Q And where are you currently working -- what is
17 your current occupation, and what's your current
18 status?

19 A I'm a general contractor, partner with Jay
20 Brown at Brown-Glaws Contractors.

21 Q We're here on the McMarlin case. And just so
22 you know, Amy -- we're saying Amy and Hank. I don't
23 know if you ever met Hank before.

24 A Not in person.

25 Q And Jay, so -- and there's two Mr. Browns, so



Amy Salzhauer <amy.salzhauer@gmail.com>

UPDATED COST CONTROL ESTIMATE

1 message

Jay Brown <jaylbrown@me.com>

Fri, Jun 15, 2012 at 7:01 AM

To: Amy Mcmarlin <mailinleave@yahoo.com>, Amy Salzhauer <amy@ignitionventures.com>, Amy Salzhauer <amy.salzhauer@gmail.com>

Hey Amy, I brought it down as low as I could. Turn key as we discussed:

Phase 1: \$332,090

Kitchen: \$85,400

Total: \$417,490

Call me if you have any questions, hope you guys have a good weekend..

Jay Brown

Brown Contractors, L.L.C.

103 Palm Blvd, Suite 3A

Isle of Palms, SC 29451

JayLBrown@me.com

2 attachments**MCMARLINCONTROLESTIMATE.xls**

44K

**BC-1781.pdf**

226K



0943

Salzhauer - 001442

BROWN CONTRACTORS LLC/ MCMARLIN RESIDENCE

LINE ITEM DESCRIPTION	ACCT	PHASE #1	L	ML	KITCHEN	L	ML	PHASE #2	L	ML	A	NOTES
Building Permits/Permit Cost	01.00.30											
Zoning Fee	01.10.40											
Business License Update	01.00.60											
Plan Review	01.10.30											
Survey	01.00.10											
Accounting	01.10.00											
Builders Risk Policy - 1 yr windpool/hail	01.00.30											
Project Management	01.00.70											
Profit/Overhead	01.11.00	30,000.00										
PROJECT CLEANING												
Site Cleaning	02.01.00	2,000.00										
Punchwork	01.05.20	4,500.00										
House Cleaning	01.05.30	1,300.00										
UTILITY TAP FEES												
Water Tap Fee	01.07.00											
UNDERGROUND UTILITIES												
Underground - Electric	01.07.00											
Underground - Propane buried	01.03.00											
Underground - Water/Sewer	02.00.80											
PROJECT TEMPORARY UTILITIES												
Portable Toilet (10 x \$70/ weekly clean)	01.03.10	1,120.00										
PM	01.03.21	10,000.00			8,540.00			9,300.00				
Dumpsters	01.04.00	5,000.00										
Demolition	02.00.60	7,000.00						2,000.00				
SITE GRADING												
Rough Grading & Clearing	02.02.00											
Back Fill Materials (18 Loads @ \$200/ \$540 equipm	02.02.00											
Gravel - Under rear deck	02.08.00											
SANITARY SEPTIC SYSTEM												

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DATE	DESCRIPTION	AMOUNT	CHECK NO.	BANK	INTEREST	TOTAL
1/1/19	BALANCE	100.00				100.00
1/15/19	DEPOSIT	50.00	101			150.00
2/1/19	WITHDRAWAL	25.00	102			125.00
2/15/19	DEPOSIT	75.00	103			200.00
3/1/19	WITHDRAWAL	30.00	104			170.00
3/15/19	DEPOSIT	60.00	105			230.00
4/1/19	WITHDRAWAL	40.00	106			190.00
4/15/19	DEPOSIT	80.00	107			270.00
5/1/19	WITHDRAWAL	50.00	108			220.00
5/15/19	DEPOSIT	90.00	109			310.00
6/1/19	WITHDRAWAL	60.00	110			250.00
6/15/19	DEPOSIT	100.00	111			350.00
7/1/19	WITHDRAWAL	70.00	112			280.00
7/15/19	DEPOSIT	110.00	113			390.00
8/1/19	WITHDRAWAL	80.00	114			310.00
8/15/19	DEPOSIT	120.00	115			430.00
9/1/19	WITHDRAWAL	90.00	116			340.00
9/15/19	DEPOSIT	130.00	117			470.00
10/1/19	WITHDRAWAL	100.00	118			370.00
10/15/19	DEPOSIT	140.00	119			510.00
11/1/19	WITHDRAWAL	110.00	120			400.00
11/15/19	DEPOSIT	150.00	121			550.00
12/1/19	WITHDRAWAL	120.00	122			430.00
12/15/19	DEPOSIT	160.00	123			590.00
1/1/20	WITHDRAWAL	130.00	124			460.00
1/15/20	DEPOSIT	170.00	125			630.00
2/1/20	WITHDRAWAL	140.00	126			490.00
2/15/20	DEPOSIT	180.00	127			670.00
3/1/20	WITHDRAWAL	150.00	128			520.00
3/15/20	DEPOSIT	190.00	129			710.00
4/1/20	WITHDRAWAL	160.00	130			550.00
4/15/20	DEPOSIT	200.00	131			750.00
5/1/20	WITHDRAWAL	170.00	132			580.00
5/15/20	DEPOSIT	210.00	133			790.00
6/1/20	WITHDRAWAL	180.00	134			610.00
6/15/20	DEPOSIT	220.00	135			830.00
7/1/20	WITHDRAWAL	190.00	136			640.00
7/15/20	DEPOSIT	230.00	137			870.00
8/1/20	WITHDRAWAL	200.00	138			670.00
8/15/20	DEPOSIT	240.00	139			910.00
9/1/20	WITHDRAWAL	210.00	140			700.00
9/15/20	DEPOSIT	250.00	141			950.00
10/1/20	WITHDRAWAL	220.00	142			730.00
10/15/20	DEPOSIT	260.00	143			990.00
11/1/20	WITHDRAWAL	230.00	144			760.00
11/15/20	DEPOSIT	270.00	145			1030.00
12/1/20	WITHDRAWAL	240.00	146			790.00
12/15/20	DEPOSIT	280.00	147			1070.00
1/1/21	WITHDRAWAL	250.00	148			820.00
1/15/21	DEPOSIT	290.00	149			1110.00
2/1/21	WITHDRAWAL	260.00	150			850.00
2/15/21	DEPOSIT	300.00	151			1150.00
3/1/21	WITHDRAWAL	270.00	152			880.00
3/15/21	DEPOSIT	310.00	153			1190.00
4/1/21	WITHDRAWAL	280.00	154			910.00
4/15/21	DEPOSIT	320.00	155			1230.00
5/1/21	WITHDRAWAL	290.00	156			940.00
5/15/21	DEPOSIT	330.00	157			1270.00
6/1/21	WITHDRAWAL	300.00	158			970.00
6/15/21	DEPOSIT	340.00	159			1310.00
7/1/21	WITHDRAWAL	310.00	160			1000.00
7/15/21	DEPOSIT	350.00	161			1350.00
8/1/21	WITHDRAWAL	320.00	162			1030.00
8/15/21	DEPOSIT	360.00	163			1390.00
9/1/21	WITHDRAWAL	330.00	164			1060.00
9/15/21	DEPOSIT	370.00	165			1430.00
10/1/21	WITHDRAWAL	340.00	166			1090.00
10/15/21	DEPOSIT	380.00	167			1470.00
11/1/21	WITHDRAWAL	350.00	168			1120.00
11/15/21	DEPOSIT	390.00	169			1510.00
12/1/21	WITHDRAWAL	360.00	170			1150.00
12/15/21	DEPOSIT	400.00	171			1550.00
1/1/22	WITHDRAWAL	370.00	172			1180.00
1/15/22	DEPOSIT	410.00	173			1590.00
2/1/22	WITHDRAWAL	380.00	174			1210.00
2/15/22	DEPOSIT	420.00	175			1630.00
3/1/22	WITHDRAWAL	390.00	176			1240.00
3/15/22	DEPOSIT	430.00	177			1670.00
4/1/22	WITHDRAWAL	400.00	178			1270.00
4/15/22	DEPOSIT	440.00	179			1710.00
5/1/22	WITHDRAWAL	410.00	180			1300.00
5/15/22	DEPOSIT	450.00	181			1750.00
6/1/22	WITHDRAWAL	420.00	182			1330.00
6/15/22	DEPOSIT	460.00	183			1790.00
7/1/22	WITHDRAWAL	430.00	184			1360.00
7/15/22	DEPOSIT	470.00	185			1830.00
8/1/22	WITHDRAWAL	440.00	186			1390.00
8/15/22	DEPOSIT	480.00	187			1870.00
9/1/22	WITHDRAWAL	450.00	188			1420.00
9/15/22	DEPOSIT	490.00	189			1910.00
10/1/22	WITHDRAWAL	460.00	190			1450.00
10/15/22	DEPOSIT	500.00	191			1950.00
11/1/22	WITHDRAWAL	470.00	192			1480.00
11/15/22	DEPOSIT	510.00	193			1990.00
12/1/22	WITHDRAWAL	480.00	194			1510.00
12/15/22	DEPOSIT	520.00	195			2030.00
1/1/23	WITHDRAWAL	490.00	196			1540.00
1/15/23	DEPOSIT	530.00	197			2070.00
2/1/23	WITHDRAWAL	500.00	198			1570.00
2/15/23	DEPOSIT	540.00	199			2110.00
3/1/23	WITHDRAWAL	510.00	200			1600.00
3/15/23	DEPOSIT	550.00	201			2150.00
4/1/23	WITHDRAWAL	520.00	202			1630.00
4/15/23	DEPOSIT	560.00	203			2190.00
5/1/23	WITHDRAWAL	530.00	204			1660.00
5/15/23	DEPOSIT	570.00	205			2230.00
6/1/23	WITHDRAWAL	540.00	206			1690.00
6/15/23	DEPOSIT	580.00	207			2270.00
7/1/23	WITHDRAWAL	550.00	208			1720.00
7/15/23	DEPOSIT	590.00	209			2310.00
8/1/23	WITHDRAWAL	560.00	210			1750.00
8/15/23	DEPOSIT	600.00	211			2350.00
9/1/23	WITHDRAWAL	570.00	212			1780.00
9/15/23	DEPOSIT	610.00	213			2390.00
10/1/23	WITHDRAWAL	580.00	214			1810.00
10/15/23	DEPOSIT	620.00	215			2430.00
11/1/23	WITHDRAWAL	590.00	216			1840.00
11/15/23	DEPOSIT	630.00	217			2470.00
12/1/23	WITHDRAWAL	600.00	218			1870.00
12/15/23	DEPOSIT	640.00	219			2510.00
1/1/24	WITHDRAWAL	610.00	220			1900.00
1/15/24	DEPOSIT	650.00	221			2550.00
2/1/24	WITHDRAWAL	620.00	222			1930.00
2/15/24	DEPOSIT	660.00	223			2590.00
3/1/24	WITHDRAWAL	630.00	224			1960.00
3/15/24	DEPOSIT	670.00	225			2630.00
4/1/24	WITHDRAWAL	640.00	226			1990.00
4/15/24	DEPOSIT	680.00	227			2670.00
5/1/24	WITHDRAWAL	650.00	228			2020.00
5/15/24	DEPOSIT	690.00	229			2710.00
6/1/24	WITHDRAWAL	660.00	230			2050.00
6/15/24	DEPOSIT	700.00	231			2750.00
7/1/24	WITHDRAWAL	670.00	232			2080.00
7/15/24	DEPOSIT	710.00	233			2790.00
8/1/24	WITHDRAWAL	680.00	234			2110.00
8/15/24	DEPOSIT	720.00	235			2830.00
9/1/24	WITHDRAWAL	690.00	236			2140.00
9/15/24	DEPOSIT	730.00	237			2870.00
10/1/24	WITHDRAWAL	700.00	238			2170.00
10/15/24	DEPOSIT	740.00	239			2910.00
11/1/24	WITHDRAWAL	710.00	240			2200.00
11/15/24	DEPOSIT	750.00	241			2950.00
12/1/24	WITHDRAWAL	720.00	242			2230.00
12/15/24	DEPOSIT	760.00	243			2990.00
1/1/25	WITHDRAWAL	730.00	244			2260.00
1/15/25	DEPOSIT	770.00	245			3030.00
2/1/25	WITHDRAWAL	740.00	246			2290.00
2/15/25	DEPOSIT	780.00	247			3070.00
3/1/25	WITHDRAWAL	750.00	248			2320.00
3/15/25	DEPOSIT	790.00	249			3110.00
4/1/25	WITHDRAWAL	760.00	250			2350.00
4/15/25	DEPOSIT	800.00	251			3150.00
5/1/25	WITHDRAWAL	770.00	252			2380.00
5/15/25	DEPOSIT	810.00	253			3190.00
6/1/25	WITHDRAWAL	780.00	254			2410.00
6/15/25	DEPOSIT	820.00	255			3230.00
7/1/25	WITHDRAWAL	790.00	256			2440.00
7/15/25	DEPOSIT	830.00	257			3270.00
8/1/25	WITHDRAWAL	800.00	258			2470.00
8/15/25	DEPOSIT	840.00	259			3310.00
9/1/25	WITHDRAWAL	810.00	260			2500.00
9/15/25	DEPOSIT	850.00	261			3350.00
10/1/25	WITHDRAWAL	820.00	262			2530.00
10/15/25	DEPOSIT	860.00	263			3390.00
11/1/25	WITHDRAWAL	830.00	264			2560.00
11/15/25	DEPOSIT	870.00	265			3430.00
12/1/25	WITHDRAWAL	840.00	266			2590.00
12/15/25	DEPOSIT	880.00	267			3470.00
1/1/26	WITHDRAWAL	850.00	268			2620.00
1/15/26	DEPOSIT	890.00	269			3510.00
2/1/26	WITHDRAWAL	860.00	270			2650.00
2/15/26	DEPOSIT	900.00	271			3550.00
3/1/26	WITHDRAWAL	870.00	272			2680.00
3/15/26	DEPOSIT	910.00	273			3590.00
4/1/26	WITHDRAWAL	880.00	274			2710.00
4/15/26	DEPOSIT	920.00	275			3630.00
5/1/26	WITHDRAWAL	890.00	276			2740.00
5/15/26	DEPOSIT	930.00	277			3670.00
6/1/26	WITHDRAWAL	900.00	278			2770.00
6/15/26	DEPOSIT	940.00	279			3710.00
7/1/26	WITHDRAWAL	910.00	280			2800.00
7/15/26	DEPOSIT	950.00	281			3750.00
8/1/26	WITHDRAWAL	920.00	282			2830.00
8/15/26	DEPOSIT	960.00	283			3790.00
9/1/26	WITHDRAWAL	930.00	284			2860.00
9/15/26	DEPOSIT	970.00	285			3830.00
10/1/26	WITHDRAWAL	940.00	286			2890.00
10/15/26	DEPOSIT	980.00	287			3870.00
11/1/26	WITHDRAWAL	950.00	288			2920.00
11/15/26	DEPOSIT	990.00	289			3910.00
12/1/26	WITHDRAWAL	960.00	290			2950.00
12/15/26	DEPOSIT	1000.00	291			3950.00
1/1/27	WITHDRAWAL	970.00	292			2980.00
1/15/27	DEPOSIT	1010.00	293			3990.00
2/1/27	WITHDRAWAL	980.00	294			3010.00
2/15/27	DEPOSIT	1020.00	295			4030.00
3/1/27	WITHDRAWAL	990.00	296			3040.00
3/15/27	DEPOSIT	1030.00	297			4070.00
4/1/27	WITHDRAWAL	1000.00	298			3070.00
4/15/27</						

5/21/2014

Gmail - CONTRACT

14



Amy Salzhauer <amy.salzhauer@gmail.com>

CONTRACT

1 message

Jay Brown <jaylbrown@me.com>

Fri, Jul 20, 2012 at 11:41 AM

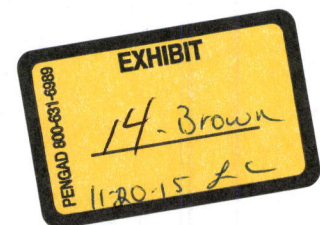
To: Amy Salzhauer <amy@ignitionventures.com>, Amy Salzhauer <mailonleave@yahoo.com>

Jay Brown
Brown Contractors, L.L.C.
103 Palm Blvd, Suite 3A
Isle of Palms, SC 29451
JayLBrown@me.com
BROWNCONTRACTORS.ME



BROWN COST PLUS CONTRACT.doc

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Salzhauer - 001463

COST-PLUS-FEE AGREEMENT??

BROWN CONTRACTORS, LLC

?

103 PALM BLVD, SUITE 3A

ISLE OF PALMS, SC 29451

843.242.8355 office

?

843.242.8172 fax

JAYLBROWN@ME.COM

LIC RBB 20378

DATE: 7/20/12??

OWNER'S NAME: Andy and Amy McMarlin

?

PROJECT ADDRESS: 1850 FLAG STREET

SULLIVAN'S ISLAND, SC 29482

I. PARTIES?

This contract (hereinafter referred to as "Agreement") is made and entered into on this day of July 20, 12, by and between Andy and Amy McMarlin (hereinafter referred to as "Owner"); and James L. Brown of Brown Contractors, LLC, (hereinafter referred to as "Contractor"). In consideration of the mutual promises contained herein, Contractor agrees to perform the following work subject to the terms and conditions below: ?

?

II. GENERAL SCOPE OF WORK DESCRIPTION

Construct a custom home per specified architect, Inc. plans dated TBD. Project No. TBD. Addenda TBD.

(Additional Scope of Work page(s) attached: ____ Yes ____ No) ??

III. GENERAL CONDITIONS FOR THE AGREEMENT ABOVE??

A. CONTRACTOR'S DUTIES

Contractor acknowledges and accepts the relationship of trust implicit in this Construction Agreement. Contractor agrees to use good efforts, judgment, and skills to complete the work according to the Contract Documents referred to in this Agreement.

Contractor agrees to furnish competent construction management and administration and to adequately supervise the work in

progress. Contractor agrees to complete the work in a timely and workmanlike manner.

Contractor represents and warrants the following to Owner: [?]

1. Contractor is financially solvent. [?]
2. Contractor is able to furnish the tools, materials, supplies, equipment, and labor required to complete the work and perform his obligations hereunder and has sufficient experience and skills to do so. [?]
3. Contractor will employ only skilled and properly trained staff for the performance of the work. Contractor will submit a "Rate Schedule for Contractor's Personnel" (see Section H below) which states the name and total rate charged for each of his employees who works on this project. Adjustments to the personnel on this list will be made by Contractor on an as-needed basis and Owner will be informed of all such changes. [?]

B. CONTRACT DOCUMENTS

The Contract Documents consist of the following documents which are hereby incorporated by reference into this Agreement:

1. This Agreement.
2. Any plans, specifications, or addenda referred to in the General Scope of Work section above. [?]

C. EXCLUSIONS

This Agreement does not include labor or materials for the following work: [?]

1. **PROJECT-SPECIFIC EXCLUSIONS:**
2. **STANDARD EXCLUSIONS:** Unless specifically included in the "General Scope of Work" section above, this Agreement does not include labor or materials for the following work: Plans, engineering fees, or governmental permits and fees of any kind. Additional work required by governmental plan checkers on final "Red Lined" Job Copy of plans that are yet to be issued. Testing, removal and disposal of any materials containing asbestos (or any other hazardous material as defined by the EPA). Custom milling of any wood for use in project. Moving Owner's property around the site. Labor or materials required to repair or replace any Owner-supplied materials. Repair of concealed underground utilities not located on prints or physically staked out by Owner which are damaged during construction. Surveying that may be required to establish accurate property boundaries for setback purposes (fences and old stakes may not be located on actual

property lines). Final construction cleaning (Contractor will leave site in "broom swept" condition). Landscaping and irrigation work of any kind. Temporary sanitation, power, or fencing. Removal of soils under house in order to obtain 18 inches (or code-required height) of clear space between bottom of joists and soil. Removal of filled ground or rock or any other materials not removable by ordinary hand tools (unless heavy equipment is specified in Scope of Work section above), correction of existing out-of-plumb or out-of-level conditions in existing structure. Correction of concealed substandard framing. Rerouting/removal of vents, pipes, ducts, structural members, wiring or conduits, steel mesh which may be discovered in the removal of walls or the cutting of openings in walls. Removal and replacement of existing rot or insect infestation. Failure of surrounding part of existing structure, despite Contractor's good faith efforts to minimize damage, such as plaster or drywall cracking and popped nails in adjacent rooms or blockage of pipes or plumbing fixtures caused by loosened rust within pipes; construction of a continuously level foundation around structure (if lot is sloped more than 6 inches from front to back or side to side, Contractor will step the foundation in accordance with the slope of the lot). Exact matching of existing finishes. Public or private utility connection fees. Repair of damage to roadways, driveways, or sidewalks that could occur when construction equipment and vehicles are being used in the normal course of construction. Cost of correcting errors and omissions by the owner's design professionals and separate contractors. Cost of correcting/testing/re-mediating mold/fungus/mildew and organic pathogens unless caused by the sole and active negligence of contractor as a direct result of a construction defect that caused sudden and significant water infiltration into a part of the structure. Cost of removing ponding ground water or other unusual concealed site conditions during excavation. Extra costs associated with refusal of caisson drilling, cave-ins, etc. Cost to modify and/or re-manufacture custom brackets and other custom-fabricated materials that are manufactured per plans and/or specifications but do not fit properly into the structure.??

3. **FEES FOR BUILDING PERMITS, PLANS, ENGINEERING & ARCHITECTURAL SERVICES, UTILITY CONNECTIONS, AND SPECIAL TESTING:** This Agreement does not include the cost of coordinating or submitting for the permits, fees, and services referred to above.

If Owner requests Contractor to coordinate any of these services or obtain any of the permits above, Contractor will perform this work on an hourly basis at the hourly rate of: \$175.00 per hour. Owner (not Contractor) is to enter into contracts for all of the above-mentioned services and provide direct payment to the people or agencies contracted with for all of the services and permit fees in the paragraph above. If Owner requests that Contractor meet with Owner and architect or other design professionals to review the construction plans and specifications prior to completion of the final design documents, Contractor will perform this work on an hourly basis at the hourly rate of: \$175.00 per hour.

D. DATE OF WORK COMMENCEMENT AND SUBSTANTIAL COMPLETION

Commence work: _____. Construction time through substantial completion: Approximately ____ to ____ weeks/months, not including delays and adjustments for delays caused by: holidays; inclement weather; accidents; shortage of labor or material; additional time required for Change Order and Additional Work; delays caused by Owner, Owner's design professionals, agents, and separate contractors; and other delays unavoidable or beyond the control of the Contractor.

E. EXPIRATION OF THIS AGREEMENT

This Agreement will expire 15 days after the date at the top of page one of this Agreement if not accepted in writing by Owner and returned to Contractor within that time.

F. CONTRACTOR'S FEE

Owner will pay Contractor the Contract Sum consisting of the Cost of the Work as defined in Section III.H of this Agreement, plus, as compensation for Contractor's profit and overhead, a fee of: %

G. PROGRESS PAYMENTS

Based upon applications for payment and all supporting documentation submitted to Owner by Contractor on Wednesday by five o'clock of: every other week, Owner shall make a progress payment to Contractor as provided below on the following Friday of that week (the next day). The amount of each progress payment shall be calculated as follows and paid on or before the Friday following the date on which Contractor submitted the payment request/invoice:

Add up the total Cost of the Work as defined in Section III.H., below,

which has been performed during the payment period, add the appropriate percentage of Contractor's Fee, and the total of these two amounts will be due each Friday to Contractor.??

Each billing cycle will include any and all applicable charges plus the overhead and profit as defined in section "F" . Copies of any applicable supporting documentation will be submitted within that billing cycle. ??

H. COSTS TO BE REIMBURSED?

Owner shall reimburse Contractor the Cost of the Work. The term "Cost of the Work" shall mean costs necessarily incurred by Contractor in good faith and in the proper performance of the work. The Cost of the Work shall include the items set forth in this section.??

1. LABOR COSTS:

Construction workers directly employed by Contractor to perform the construction work ("In-House Labor") will be paid as established by the Rate Schedule for Contractor's Personnel set forth below. This rate schedule is the gross amount to be charged for each worker (any and all applicable labor burden, medical and retirement benefits, bonuses, etc. have been factored into these rates).

RATE SCHEDULE FOR CONTRACTOR'S PERSONNEL

WORKER

A.	Labor	\$20.00	PER HR.
B.	Carpenters	\$47.00	PER HR.
C.	Bookkeeper	\$35.00	PER HR.
D.		\$	PER HR.
E.		\$	PER HR.
F.	Accounting	\$200.00	PER WEEK*

* Clerical time spent preparing payment applications.

- A. Administrative costs are applied to each billing cycle. Administrative cost include accounts receivable, accounts payable, audits, filling and organizational duties as required.???

2. CONTRACTOR'S SUPERVISORY PERSONNEL: When Contractor or Contractor's employee is performing both carpentry work and supervisory work, there shall be no duplication of payment for

such labor (i.e., payment for both carpentry work and supervisory work at the same time). [?] Owner will be billed for Contractor or Contractor's supervisory personnel performing off-site coordination activities or off-site job-related meetings directly related to the progress of the work. This off-site time billed to Owner shall not exceed 10 hours per week unless the off-site meeting is requested by Owner, or otherwise as agreed to in writing by Owner and Contractor. [?] All accounting work and documentation preparation in connection with payment applications is a direct job cost which will be performed at the rate of \$35 per hour. [?]

3. COST OF TIME SPENT PICKING UP MATERIALS AND MOBILIZING

JOB: Time spent by Contractor and his employees at lumberyards and material supply houses (including travel time to and from) to pick up materials, and time required to move tools and equipment onto the job site at the start of the project and away from the site at the end of the project, is part of the Cost of Work. [?]

4. SUBCONTRACT COSTS: Payments made to Subcontractors to properly advance the project work is part of the Cost of Work for the project. [?]

5. COST OF MATERIALS INCORPORATED INTO THE PROJECT: The cost of materials and equipment (and applicable sales tax, freight, or delivery charges) incorporated into the completed project is part of the Cost of the Work for the project. Any unused, excess materials shall be returned to the supplier for a credit. This credit will be issued to Owner along with the next billing by Contractor. Minor waste of materials is typical for every construction project and is considered a part of the Cost of the Work. [?]

6. COSTS OF OTHER MATERIALS, EQUIPMENT, TEMPORARY EQUIPMENT, TAXES, SECURITY, AND RELATED ITEMS: [?]

- a) The cost of temporary fencing, temporary sanitation, monthly utility fees paid directly by Contractor, and rental equipment, including the costs of transporting and installing the equipment (if required). [?]
- b) The cost of consumable supplies which are consumed during the course of the project, e.g., circular saw blades, chalk, string line, reciprocating saw blades, wood stakes, forming lumber, pencils, etc.). No power tools or capital equipment will be paid for by

Owner. Upon request by Owner, leftover consumable supplies will become the property of Owner at the end of the project. [?]

- c) Costs of removal of debris from the site, and hauling and dump fees. [?]
- d) The cost of all taxes on the project itself imposed by local, state, or federal agencies related to the work (not including taxes on employees and subcontractors which have already been factored by Contractor into the labor rates above).[?]
- e) Security costs required by Owner or deemed essential by Contractor.[??]

7. **EMERGENCY REPAIRS AND PRECAUTIONS:** The Cost of the Work shall also include any actions taken in case of an emergency to prevent threatened damage, injury or loss to persons and property on the job site.[??]

I. COSTS NOT TO BE REIMBURSED[?]

The Cost of Work shall not include:[??]

- 1. Any general insurance costs and state and federal taxes of Contractor (e.g., worker's compensation, comprehensive general liability insurance, auto insurance, health insurance, or labor burden expenses such as state and federal employer taxes, etc.). Contractor has factored these costs into the Rate Schedule for Contractor's Personnel in Section III.H.1, above, or these costs will be paid out of Contractor's profit and overhead percentage.[?]
- 2. Travel time to and from the job site for Contractor and his employees. Costs associated with travel time such as: gas, vehicle maintenance, mileage payments, vehicle insurance, etc.[?]
- 3. Costs to purchase, repair, and maintain Contractor's tools, vehicles, and equipment. [?]
- 4. Cellular phone charges (unless specifically agreed to in writing by Owner and Contractor).[??]

J. SUBCONTRACTS AND OTHER AGREEMENTS[?]

Any portions of the work that Contractor chooses to subcontract shall be performed under appropriate agreements with Contractor. [??]

Contractor will allow only skilled Subcontractors who are properly licensed, bonded, and insured in accordance with the terms of this Agreement to perform work on this project. [??]

K. ACCOUNTING RECORDS[?]

Contractor shall keep full and detailed accounts and exercise such controls as may be necessary for detailed and responsible financial management of all aspects of this Agreement.

1. The construction project will obtain its own checking account for payment purposes. Reconciliations are performed monthly and are submitted to the owner. The owner will provide a deposit of 10% of estimate to open the new checking account and for use during the bill payment processes. []

L. WORK PERFORMED BY OWNER OR OWNER'S SEPARATE CONTRACTORS AND MATERIALS FURNISHED BY OWNER []

Contractor to supervise, coordinate, and charge profit and overhead at the rate of 15% on all of the following: all Owner-furnished materials and the cost of the work of Owner's separate contractors who are working on-site at same time as Contractor (any time in between when Contractor has commenced work and when the work is 100% complete by Contractor). []

Exceptions to the Contractor charging profit and overhead on Owner-supplied materials and Owner's separate contractors are strictly limited to the following: []

M. CHANGES IN THE WORK AND PERSONS AUTHORIZED TO ORDER CHANGES []

1. **PEOPLE AUTHORIZED TO MAKE DESIGN DECISIONS AFFECTING THE COST OF THE WORK:** The following people are authorized to make design decisions which affect the Cost of the Work: []

BO CLOWNEY DESIGNS

ANDY & AMY McMARLIN

[](Please fill in line(s) above at time of signing Agreement) []

2. CHANGES IN THE WORK AND ADDITIONAL CONTRACTOR'S FEE:

During the course of the work, Owner may request Contractor to perform additional work. Owner may also alter the selection of products or building design. Any increase in the Scope of Work will result in an increase in Contractor's Fee. Additional Work will be charged in accordance with the terms of this Agreement, plus contractor's profit and overhead markup at the rate of 15%. Any decrease in the Scope

of Work after this Agreement has been signed by Owner and Contractor will not reduce Contractor's Fixed Fee as stated in Section III.F., above.??

N. MISCELLANEOUS CONDITIONS??

OWNER COORDINATION WITH CONTRACTOR:

1. Owner agrees to promptly furnish Contractor with all details and decisions about unspecified construction finishes, and to consent to or deny changes in the Scope of Work that may arise so as not to delay the progress of the Work. The cost of any delays in furnishing design decisions after construction has commenced will increase the contract amount consistent with any additional costs incurred by Contractor. Delays in furnishing design decisions after construction has commenced will also increase the contract time. Owner agrees to furnish Contractor with continual access to the job site.??
2. **INTEREST CHARGES:** Interest in the amount of 18% per month will be charged on all late payments under this Agreement. "Late Payments" are defined as any payment not received within 15 days of receipt of invoice from Contractor. ??
3. **CONTRACTOR NOT TO BE RELIED UPON AS ARCHITECT, ENGINEER, OR DESIGNER:** Contractor is not an architect, engineer, or designer. Contractor is not being hired to perform any of these services. To the extent that Contractor makes any suggestions in these areas, Owner acknowledges and agrees that Contractor's suggestions are merely options that Owner may want to review with the appropriate design professional for consideration. Contractor's suggestions are not a substitute for professional engineering, architectural, or design services, and are not to be relied on as such by Owner. Contractor is not responsible for ascertaining whether details in Owner's plans conform to all applicable building and planning codes. Contractor is not responsible for the cost of correcting errors and omissions by Owner's design professionals and separate contractors. ??
4. **LIEN RELEASES:** Upon request of Owner, Contractor and subcontractors will issue appropriate lien releases prior to receiving final payment from Owner.??

O. WORK STOPPAGE AND TERMINATION OF CONTRACT FOR DEFAULT ?

Contractor shall have the right to stop all work on the project and keep the job idle if payments are not made to Contractor strictly in accordance with the Payment Schedule in this Agreement, or if Owner

repeatedly fails or refuses to furnish Contractor with access to the job site and/or product selections or information necessary for the advancement of Contractor's work. Simultaneous with stopping work on the project, Contractor must give Owner written notice of the nature of Owner's material breach of this Agreement and must also give Owner a 14-day period in which to cure this breach of contract. Owner to follow this same notice procedure with Contractor if Owner alleges Contractor is in material breach of this Agreement. ??

If work is stopped due to any of the above reasons (or for any other material breach of contract by Owner) for a period of 14 days and Owner has failed to take significant steps to cure his default, then Contractor may — without prejudicing any other remedies Contractor may have — give written notice of termination of the Agreement to Owner and demand payment for all completed work and materials ordered through the date of work stoppage and any other reasonable loss sustained by Contractor, including Contractor's Profit and Overhead at the rate of 15% on the balance of the incomplete work under the Agreement. Thereafter, Contractor is relieved from all other contractual duties, including all Punch List and warranty work.??

P. DISPUTE RESOLUTION AND ATTORNEY'S FEES?

Any controversy or claim arising out of or related to this Agreement involving an amount less than \$5,000 (or the maximum limit of the Small Claims court) must be heard in the Small Claims Division of the Municipal Court in the county where the Contractor's office is located. Any dispute over the dollar limit of the Small Claims Court arising out of this Agreement shall be submitted to an experienced private construction arbitrator that shall be mutually selected by the parties to conduct a binding arbitration in accordance with the arbitration laws of the state where the project is located. The arbitrator shall be either a licensed attorney or retired judge who is familiar with construction law. If the parties cannot mutually agree on an arbitrator within 30 days of written demand for arbitration, then either of the parties shall submit the dispute to binding arbitration before the American Arbitration Association in accordance with the Construction Industry Rules of the American Arbitration Association then in effect. Judgment upon the award may be entered in any Court having jurisdiction thereof. The prevailing party in any legal proceeding related to this Agreement shall be entitled to payment of reasonable attorney's fees, costs, and post-judgment interest at the legal rate.???

Q. INSURANCE?

Owner shall pay for and maintain "Course of Construction" or "Builder's Risk" or any other insurance that provides the same type of coverage to the Contractor's work in progress during the course of the project. It is Owner's express responsibility to insure dwelling and all work in progress against all damage caused by fire and Acts of God such as earthquakes, floods, etc. ??

R. WARRANTY?

Thank you for choosing our company to perform this work for you. Your satisfaction with our work is a high priority for us, however, not all possible complaints are covered by our warranty. Contractor does provide a limited warranty against material defects on all Contractor- and subcontractor-supplied labor and materials used in this project for a period of one year following Substantial Completion of all work. This warranty covers normal usage only. You must contact the Contractor at the address on page one of this Agreement in writing for warranty service immediately upon discovering an item in need of warranty service. If the matter is urgent, you must also call the Contractor and send written notice of the need for warranty service. Failure to notify the Contractor of the need for warranty service within ten days of discovery of a warranty item may void this warranty. Additionally, Owner's hiring of others or direct actions by Owner or Owner's separate contractors to repair a warranty item are not covered by this warranty and will not be reimbursed by Contractor. ??

No warranty is provided by Contractor on any materials furnished by the Owner for installation. No warranty is provided on any existing materials that are moved and/or reinstalled by the Contractor within the dwelling or the property (including any warranty that existing/used materials will not be damaged during the removal and reinstalling process). One year after Substantial Completion of the project, the Owner's sole remedy (for materials and labor) on all materials that are covered by a manufacturer's warranty is strictly with the manufacturer, not with the Contractor. ??

Repair of the following items and related damages of every kind are specifically excluded from Contractor's warranty: problems caused by lack of Owner maintenance; problems caused by Owner abuse, Owner misuse, vandalism, Owner modification, or alteration; and ordinary wear and tear. Damages resulting from mold, fungus, and other organic pathogens are excluded from this warranty unless caused by the sole and active negligence of contractor as a direct result of a construction defect which caused sudden and significant amounts of water

infiltration into a part of the structure. Deviations that arise such as the minor cracking of concrete, stucco, and plaster; minor stress fractures in drywall due to the curing of lumber; warping and deflection of wood; shrinking/cracking of grouts and caulking; fading of paints and finishes exposed to sunlight are all typical (not material) defects in construction and are strictly excluded from Contractor's warranty.??

THE EXPRESS WARRANTIES CONTAINED HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, HABITABILITY, OR FITNESS FOR A PARTICULAR USE OR PURPOSE. THIS LIMITED WARRANTY EXCLUDES CONSEQUENTIAL, INCIDENTAL, AND SPECIAL DAMAGES AND LIMITS THE DURATION OF IMPLIED WARRANTIES TO THE FULLEST EXTENT PERMISSIBLE UNDER STATE AND FEDERAL LAW. SOME STATES RESTRICT LIMITATIONS ON VARIOUS WARRANTIES AND SO A CONSUMER'S RIGHTS UNDER THIS WARRANTY MAY VARY. THIS LIMITED WARRANTY MAY NOT BE VERBALLY MODIFIED BY ANY PERSON. THIS LIMITED WARRANTY IS GOVERNED BY THE LAWS OF THE STATE WHERE THE WORK WAS PERFORMED. ??

S. ENTIRE AGREEMENT, SEVER-ABILITY, AND MODIFICATION?

This Agreement represents and contains the entire agreement between the parties. Prior discussions or verbal representations by the parties that are not contained in this Agreement are not a part of this Agreement. ??

T. ADDITIONAL LEGAL NOTICES REQUIRED BY STATE OR FEDERAL LAW??

See page(s) attached: ____ Yes; ____ No??

U. ADDITIONAL TERMS AND CONDITIONS??

See page(s) attached: ____ Yes; ____ No????

I have read and understood, and I agree to, all of the terms and conditions in the Agreement above.

HOME OWNER'S SIGNATURES:

0962

ANDY MCMARLIN/DATE

AMY MCMARLIN/DATE

.....

CONTRACTOR'S SIGNATURES:

JAMES BROWN, IV/DATE

5/21/2014

Gmail - AIA COST PLUS CONTRACT



Amy Salzhauer <amy.salzhauer@gmail.com>

AIA COST PLUS CONTRACT

1 message

Jay Brown <brownmeihaus@me.com>

Tue, Jul 24, 2012 at 4:02 PM

To: Henry Salzhauer <henry@benjaminpartners.com>

Cc: Amy Salzhauer <amy@ignitionventures.com>

HANK, PLEASE REVIEW AND LET ME KNOW IF THIS CONTRACT WORKS FOR YOU. THANKS

Jay Brown
Brown Contractors, L.L.C.
103 Palm Blvd, Suite 3A
Isle of Palms, SC 29451
JayLBrown@me.com
BROWNCONTRACTORS.ME



AIA COST PLUS.doc

149K



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Salzhauer - 001479

TITLE

Standard Form of Agreement Between Owner and Contractor

COVER PAGE

*AGREEMENT made as the ____ day of ____
In the year two thousand ten*

BETWEEN the Owner

—

And the Contractor

BROWN CONTRACTORS

103 OCEAN BLVD , ISLE OF PALMS, SC 29451

For the following project is:

—

The Architect:

—

The Owner and Contractor agree as follows.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS*
- 2 THE WORK OF THIS CONTRACT*
- 3 RELATIONSHIP OF THE PARTIES*
- 4 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION*
- 5 CONTRACT SUM*
- 6 CHANGES IN THE WORK*
- 7 COSTS TO BE REIMBURSED*
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- 9 DISCOUNTS, REBATES AND REFUNDS*

10 SUBCONTRACTS AND OTHER AGREEMENTS

11 ACCOUNTING RECORDS

12 PAYMENTS

13 DISPUTE RESOLUTION

14 TERMINATION OR SUSPENSION

15 MISCELLANEOUS PROVISIONS

16 ENUMERATION OF CONTRACT DOCUMENTS

17 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 the 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. If anything in the other Contract Document, other than a modification, is inconsistent with this Agreement, this Agreement shall govern.

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 RELATIONSHIP OF THE PARTIES

The Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

ARTICLE 4 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4.1 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.

If, prior to commencement of the Work, the Owner requires time to file

mortgages and other security interests, the Owner's time requirement shall be as follows:

4.2 The Contract time shall be measured from the date of commencement.

4.3 The Contractor shall achieve Substantial Completion of the entire Work not later than ____ days from the date of commencement or as follows:

ARTICLE 5 CONTRACT SUM

5.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum is the actual Cost of the Work as defined in Article 7 plus the Contractor's Fee.

5.1.1 The Contractor's Fee is ____% of ____

5.1.2 The method of adjustment of the Contractor's Fee for changes in the Work;

5.1.3 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

5.1.4 Rental rate for Contractor-owned equipment shall not exceed ____ percent (____%) of the standard rate paid at the place of the Project.

5.1.5 Unit prices, if any:

5.2 CONTROL ESTIMATE

5.2.1 The Contractor shall prepare and submit to the Owner, in writing, a Control Estimate within 14 days of executing this Agreement. The Control Estimate shall include the estimated Cost of the Work plus the Contractor's Fee. The Control Estimate shall be used to monitor actual costs and the timely performance of the Work. The Contractor shall update the Control Estimate with each Application for Payment as needed to reflect changes in the Work.

5.2.2 The Control Estimate shall include:

- 1 the documents enumerated in Article 16, including all Addenda thereto, and the Conditions of the Contract;
- 2 a list of the clarifications and assumptions made by the Contractor in the preparation of the Control Estimate, including assumptions

- under Section 5.2.4, to supplement the information provided by the Owner and contained in the Drawings and Specifications;
- 3 a statement of the estimated Cost of the Work organized by trade categories or systems and the Contractor's Fee;
 - 4 a project schedule indicating proposed Subcontractors, activity sequences and durations, milestone dates for receipt and approval of pertinent information, schedule of shop drawings and samples, procurement and delivery of materials or equipment requiring long-lead time and the Owner's occupancy requirements showing portions of the Project having occupancy priority; and
 - 5 contingencies for further development of design and construction as required by Section 5.2.4

5.2.3 The Contractor shall meet with the Owner and Architect to review the Control Estimate. In the event that the Owner or Architect discovers any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Contractor, who shall make appropriate adjustments to the Control Estimate. When the Control Estimate is acceptable to the Owner, the Owner shall acknowledge it in writing. The Owner's acceptance of the Control Estimate does not imply that the Control Estimate constitutes a Guaranteed Maximum Price.

5.2.4 To the extent that the Drawings and Specifications are anticipated to require further development by the Architect, the Contractor shall provide in the Control Estimate for such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated in a revised Control Estimate by mutual agreement of the parties.

5.2.5 The Contractor shall develop and implement a detailed system of cost control that will provide the Owner and Architect with timely information as to the anticipated total Cost of the Work. The cost control system shall compare the Control Estimate with the actual cost for activities in progress and estimates for uncompleted tasks and proposed changes. This information shall be reported to the Owner, in writing, no later than the Contractor's first Application for Payment and shall be revised and submitted with each

Application for Payment.

ARTICLE 6 CHANGES IN THE WORK

6.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such change in writing. The Architect may make minor changes in the Work as provided in Section 7.4 of AIA Document A201-2007, General Conditions of the Contract for Construction. The Contractor shall be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work. The Contractor shall incorporate all changes in the Work and Contract Time as separate entries in the Control Estimate.

6.2 Increased costs for the items set forth in Article 7 which result from change in the Work shall become part of the Cost of the Work, and the Contractor's Fee shall be adjusted as provided in Article 5.

6.3 If the Contractor receives any drawings, specifications, interpretations or instructions from the Owner or Architect which are inconsistent with the Contract Documents, or encounters unanticipated conditions, any of which will result in a significant change in the Cost of the Work or estimated date of Substantial Completion in comparison with the Control Estimate, the Contractor shall promptly notify the Owner and Architect in writing and shall not proceed with the affected Work until the Contractor receives further written instructions from the Owner and Architect.

6.4 If no specific provision is made in Article 5 for adjustment of the Contractor's Fee in the case of changes in the Work, or if the extent of changes is such in the aggregate, that application of the adjustment provisions of Article 5 will cause substantial inequity to the Owner or Contractor, the Contractor's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work.

ARTICLE 7 COSTS TO BE REIMBURSED

7.1 COST OF THE WORK

7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the

Contractor in the proper performance of the Work. Such costs shall be at rate not higher than the standard paid at the place of the Project except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in this Article 7.

7.1.2 Where any cost is subject to the Owner's prior approval, the Contractor shall obtain this approval prior to incurring the cost. The parties shall endeavor to identify any such costs prior to executing this Agreement.

7.2 LABOR COSTS

7.2.1 Wages of construction workers directly employed by the Contractor to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

7.2.2 Wages or salaries of the Contractor's supervisory and administrative personnel when stationed at the site with the Owner's prior approval.

7.2.3 Wages and salaries of the Contractor's supervisory or administrative personnel engaged at factories, workshop or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

7.2.4 Cost paid or incurred by the Contractor for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3

7.2.5 Bonuses, profit sharing, incentive compensation and any discretionary payments paid to anyone hired by the Contractor or paid to any Subcontractor or vendor, with the Owner's prior approval.

7.3 SUBCONTRACT COSTS

Payments made by the Contractor to Subcontractors in accordance with the requirements of the subcontracts.

7.4 COSTS OF MATERIALS AND EQUIPMENT INCORPORATED IN THE

COMPLETED CONSTRUCTION

7.4.1 Costs including transportation and storage at the site of materials and equipment incorporated, or to be incorporated, in the completed construction.

7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Contractor. Any amounts realized from such sale shall be credited to the Owner as a deduction from the Cost of the Work.

7.5 COSTS OF OTHER MATERIALS AND EQUIPMENT, TEMPORARY FACILITIES AND RELATED ITEMS

7.5.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Contractor at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Contractor shall mean fair market value.

7.5.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Contractor at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Contractor-owned item may not exceed the purchase price of a comparable item. Rates of Contractor-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.

7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

7.5.4 costs of document reproductions, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site.

and reasonable petty cash expenses of the site office.

7.5.5 Costs of materials and equipment stored off-site at a mutually acceptable location with the owner's prior approval.

7.6 MISCELLANEOUS COSTS

7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract. Self-insurance for either full or partial amounts of the coverage's required by the Contract Documents, with the Owner's prior approval.

7.6.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Contractor is liable.

7.6.3 Fees and assessments for the building permit and for other permits, licenses and inspections the Contractor is required by the Contract Documents to pay.

7.6.4 Fees of laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 13.5.3 of AIA Document A201 2007 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

7.6.5 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Contract Documents; and payments made in accordance with legal judgments against the Contractor resulting from such suits or claims and payments of settlements made with the Owner's consent. Such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Contractor's Fee, however If such royalties, fees and costs are excluded by the last sentence of Section 3.17 of AIA Document A201 2007 or other provisions of the Contract Documents, they shall not be included in the Cost of the Work.

7.6.6 Costs for electronic equipment and software, directly related to the Work with the Owner's prior approval

7.6.7 Deposits lost for causes other than the Contractor's negligence or failure

to fulfill a specific responsibility in the Contract Documents.

7.6.8 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Contractor, reasonably incurred by the Contractor after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

7.6.9 Subject to the Owner's prior approval, expenses incurred in accordance with the Contractor's standard written personnel policy for relocation and temporary living allowances of the Contractor's personnel required for the Work.

7.6.10 that portion of the reasonable expenses of the Contractor's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

7.7 OTHER COSTS AND EMERGENCIES

7.7.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner

7.7.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property, as provided in Section 10.4 of AIA Document A201-2007.

7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Contractor, Subcontractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Contractor and only to the extent that the cost of repair or correction is not recovered by the Contractor from insurance, sureties, Subcontractors, or others.

7.8 RELATED PARTY TRANSACTIONS

7.8.1 For purposes of Section 7.8, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Contractor; any entity in which any stockholder in, or management employee of, the Contractor owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Contractor. The term "related party" includes

any member of the immediate family of any person identified above.

7.8.2 If any of the costs to be reimbursed arise from a transaction between the Contractor and a related party, the Contractor shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Contractor shall procure the Work, equipment, goods, or service from the related party, as a Subcontractor, according to the terms of Article 10. If the Owner fails to authorize the transaction, the Contractor shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 10.

ARTICLE 8 COSTS NOT TO BE REIMBURSED

8.1 The Cost of the Work shall not include the items listed below:

- I. Salaries and other compensation of the Contractor's personnel stationed at the Contractor's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 15;
- II. Expenses of the Contractor's principal office and offices other than the site office;
- III. Overhead and general expenses, except as may be expressly included in Article 7;
- IV. The Contractor's capital expenses, including interest on the Contractor's capital employed for the Work;
- V. Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence or failure of the Contractor, Subcontractors and suppliers or anyone directly or indirectly employed by any of them, or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract; and
- VI. Any cost not specifically and expressly described in Article 7.

ARTICLE 9 DISCOUNTS, REBATES AND REFUNDS

9.1 Cash discounts obtained on payments made by the Contractor shall accrue to

the Owner if (1) before making the payment, the Contractor included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Contractor with which to make payments; otherwise, cash discounts shall accrue to the Contractor. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Contractor shall make provisions so that they can be obtained.

9.2 Amounts that accrue to the Owner in accordance with the provisions of Section 9.1 shall be credited to the Owner as a deduction from the Cost of Work.

ARTICLE 10 SUBCONTRACTORS AND OTHER AGREEMENTS

10.1 Those portions of the Work that the Contractor does not customarily perform with the Contractor's own personnel shall be performed under subcontracts or by other appropriate agreement with the Contractor. The Owner may designate specific persons from whom, or entities from which, the Contractor shall obtain bids. The Contractor shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work and shall deliver such bids to the Architect. The Owner shall then determine, with the advice of the Contractor and Architect, which bids will be accepted. The Contractor shall not be required to contract with any to whom the Contractor has reasonable objection.

10.2 Subcontracts and other agreements shall conform to the applicable payment provisions of this Agreement and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If the Subcontract is awarded on a cost-plus a fee basis, the Contractor shall provide in the Subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Contractor Article 11, below.

ARTICLE 11 ACCOUNTING RECORDS

The Contractor shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under this contract, and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon

reasonable notice, be afforded access to, and shall be permitted to audit and copy the Contractor's records and accounts, including: complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, purchase orders, vouchers, memoranda and other data relating to this Contract. The Contractor shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 12 PAYMENTS

12-1 PROGRESSIVE PAYMENTS

12-1-1 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.

12-1-2 The period covered by each Application for Payment shall be on calendar month ending on the last day of the month, or as follows:

12-1-3 Provided that an Application for Payment is received by the Architect not later than the ____ (____) 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.

12-1-4 With each Application for Payment, the Contractor shall submit the cost control information required in Section 5-2-5 along with payrolls, petty cash accounts, receipted invoices or invoices with check voucher attached and any other evidence required by the Owner or Architect to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed (1) progress payments already received by the Contractor; less (2) that portion of those payments attributable to the Contractor's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

12-1-5 Applications for Payment shall show the Cost of the Work actually incurred by the Contractor through the end of the period covered by the Application for Payment and for which the Contractor has made or intends to

make actual payment prior to the next Application for Payment.

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

- 1 Take the Cost of the Work as described in Article 7;*
- 2 Add the Contractor's Fee, less retainage of __ percent (__%). The Contractor's Fee shall be computed upon the Cost of the Work described in the preceding Section 12.1.6.1 at the rate stated in Section 5.1.1; or if the Contractor's Fee is stated as a fixed sum in that Section, an amount which bears the same ratio to that fixed-sum Fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;*
- 3 Subtract retainage of __ percent (__%) from that portion of the Work that the Contractor self-performs;*
- 4 Subtract the aggregate of previous payments made by the Owner;*
- 5 Subtract the shortfall, if any, indicated by the Contractor in the documentation required by Section 12.1.4 or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and*
- 6 Subtract amounts, if any, for which the Architect has withheld or withdrawn a Certificate for Payment as provided in the Contract Documents.*

12.1.7 The Owner and Contractor shall agree upon (1) a mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.

12.1.8 In Taking action on the Contractor's Applications for Payment, the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor and shall not be deemed to represent that the Architect has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 12.1.4 or other supporting data; that the Architect has made exhaustive or continuous on-site inspections; or that the Architect has made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required

by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

12.2 FINAL PAYMENT

12.2.1 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;
- 2 the Contractor has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- 3 a final Certificate for Payment has been issued by the Architect.

12.2.2 The Owner's auditors will review and report in writing on the Contractor's final accounting within 30 days after delivery of the final accounting to the Architect by the Contractor. Based upon such Cost of the Work as the Owner's auditors report to be substantiated by the Contractor's final accounting, and provided the other conditions of Section 12.2.1 have been met, the Architect will, within seven days after receipt of written report of the Owner's auditors, either issue to the Owner a final Certificate for Payment with a copy to the Contractor or notify the Contractor and Owner in writing of the Architect's reasons for withholding a certificate as provided in Section 9.5.1 of AIA Document A201-2007. The time periods stated in the Section 12.2.2 supersede those stated in Section 9.4.1 of AIA Document A201-2007. The Architect is not responsible for verifying the accuracy of the Contractor's final accounting.

12.2.3 If the Owner's auditors report the Cost of the Work as substantiated by the Contractor's final accounting to be less than claimed by the Contractor, the Contractor shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Section 15.2 of A201-2007. A request for mediation shall be made by the Contractor within 30 days after the Contractor's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Contractor. Pending a final resolution of the disputed amount, the Owner shall

pay the Contractor the amount certified in the Architect's final Certificate for Payment.

12.2.4 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:

12.2.5 If, subsequent to final payment and at the Owner's request, the Contractor incurs costs described in Article 7 and not excluded by Article 8 to correct defective or nonconforming Work, the Owner shall reimburse the Contractor such costs and the Contractor's Fee applicable thereto on the same basis as if such costs had been incurred prior to final payment.

ARTICLE 13 DISPUTE RESOLUTION

13.1 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 the Agreement, to serve as Initial Decision Maker.

13.2 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:

- ☐ Arbitration pursuant to Section 15.4 of AIA Document A201-2007
- ☐ Litigation in a court of competent jurisdiction
- ☐ Other

ARTICLE 14 TERMINATION OR SUSPENSION

14.1 Subject to the provisions of Section 14.2 below, the Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2007.

14.2 The Contract may be terminated by the Owner for cause or for convenience as provided in Article 14 of AIA Document A201-2007; however, the Owner shall then only pay the Contractor an amount calculated as follows:

- 1 Take the Cost of the Work incurred by the Contractor to the date

of termination;

- 2 Add the Contractor's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1.1 or, if the Contractor's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- 3 Subtract the aggregate of previous payments made by the Owner.

14.3 The Owner shall also pay the Contractor fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Contractor that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 14.2.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Contractor shall, as a condition of receiving the payments referred to in this Article 14, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Contractor, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Contractor under such subcontracts or purchase orders.

14.4 The Work may be suspended by the Owner as provided in Article 4 of AIA Document A201-2007; in such case, the Contract Sum and Contract time shall be increased as provided in Section 14.3.2 of AIA Document A201-2007, except that the term "profit" shall be understood to mean the Contractor's Fee as described in Sections 5.1.1 and 6.4 of this Agreement.

ARTICLE 15 MISCELLANEOUS PROVISIONS

15.1 Where reference is made in the 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.

15.2 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 hereof, at the legal rate prevailing from time to time at the place where the Project is located.

Percentage rate 18%

15.3 The Owner's representative:

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

15.5 Other provisions:

ARTICLE 16 ENUMERATION OF CONTRACT DOCUMENTS

16.1 The Contract Documents are enumerated in the sections below.

16.1.1 The Agreement is this executed AIA Document A103-2007, Standard Form of Agreement Between Owner and Contractor.

16.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the contract for Construction.

16.1.3 The Supplementary and other Conditions of the Contract:

<u>Document</u>	<u>Title</u>	<u>Date</u>	<u>Pages</u>
-----------------	--------------	-------------	--------------

16.1.4 The Specifications:

<u>Section</u>	<u>Title</u>	<u>Date</u>	<u>Pages</u>
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16.1.5 The Drawings:

<u>Number</u>	<u>Title</u>	<u>Date</u>
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16.1.6 The Addenda, if any:

<u>Number</u>	<u>Date</u>	<u>Pages</u>
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Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 16.

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

- 1 AIA Documents E201-2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:
- 2 Other documents, if any, listed below:

ARTICLE 17 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set

forth in Article 11 of AIA Document A201-2007.

SIGNATURE

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

OWNER (Signature)

CONTRACTOR (Signature)

(Printed name and title)

(Printed name and title)

5/21/2014

Gmail - COST ESTIMATE



Amy Salzhauer <amy.salzhauer@gmail.com>

COST ESTIMATE

1 message

Jay Brown <jaylbrown@me.com>

Wed, Aug 8, 2012 at 4:24 PM

To: Amy Salzhauer <amy@ignitionventures.com>, Henry Salzhauer <henry@benjaminpartners.com>

Amy and Hank, attached is the estimate. I did a take off and bid per Beau's plan. A lot of detail has been added and I highlighted in red the bids that can be adjusted based on finishes. Amy are you available to meet in the morning to go over a few details?

Take care,

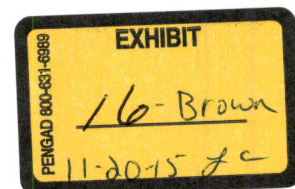
Jay

Jay Brown
Brown Contractors
103 Palm Blvd, Suite 3a
Isle of Palms, SC 29451
JayL.Brown@me.com
843.242.8355 o
843.242.8172 f
843.460.4481 c



CONTROL ESTIMATE.xls

57K



0984

Salzhauer - 001507

BROWN CONTRACTORS**Control Estimate**

1850 FLAGG ST, SULLIVAN'S ISLAND, SC

CLIENT

ARCHITECT (ESTIMATOR) OF JOB

DURATION

ANDY & AMY MCMA BEAU CLOWNE J. BROWN

REMODEL 6 MONTHS

01 GENERAL REQUIREMENTS	BID A	ADDITIONAL INFO	BID B	ADDITIONAL INFO	BID C	ADDITIONAL INFO
01.00.10 ARCH/ENGR/SURV						
01.00.30 PERMITS & INSURANCE	3,974.00	SULLIVAN'S ISLAND				
01.00.40 PLAN REVIEW	1,987.00	PLAN REVIEW				
01.00.50 SMALL TOOLS						
01.00.60 BUSINESS LICENSE	1,914.00	SULLIVAN'S ISLAND				
01.00.65 BID EXPENSE	1,100.00					
01.00.70 PROJECT MANAGEMENT	12,500.00					
01.00.80 GENERAL LABOR	8,000.00					
01.00.90 SUPERINTENDENT						
01.02.50 VEHICLE EXPENSE						
01.03.00 BURY LP GAS TANK						
01.03.10 TEMPORARY TOILETS	1,120.00					
01.03.20 TEMPORARY POWER						
01.03.21 TEMPORARY WATER						
01.03.25 TEMPORARY PHONES						
01.03.30 POWER DEPOSIT						
01.04.00 TRASH REMOVAL	5,000.00					
01.05.20 PUNCH LIST-						
01.05.25 WARRANTY WORK						
01.05.30 CLEAN- site and final clean	3,700.00					
01.05.40 SCAFFOLDING						
01.06.20 EQUIPMENT EXPENSE						
01.06.30 EQUIPMENT RENTAL						
01.07.00 TAP FEES						
01.07.25 IMPACT FEES						
01.07.50 TRAVEL EXPENSES						
01.08.00 DEPOSITS						
01.08.50 TEMPORARY LODGING						
01.09.00 MISCELLANEOUS EXPENSES						
01.10.00 ADMINISTRATIVE / ACCOUNTING	4,000.00					
01.11.00 OVERHEAD & PROFIT	50,000.00					

0985

02 SITE CONSTRUCTION						
02.00.00 SITEWORK						
02.00.60 DEMOLITION	12,000.00					
02.00.70 STORM SEWER						
02.00.75 WATER SYSTEM						
02.00.80 SANITARY SEWER						
02.01.00 CLEAN & GRUB						
02.02.00 EXCAVATE & BACKFILL						
02.02.30 TOP SOIL						
02.02.50 SOIL POISON						
02.06.00 DRIVEWAY- CRUSHED STONE ALLOWANCE	5,000.00					
02.06.50 ROAD WORK						
02.06.60 BARGE EXPENSES						
02.07.10 FENCING						
02.07.50 DOCKS / BOARDWALKS						
02.07.60 MAILBOX						
02.08.00 LANDSCAPE						
03 CONCRETE						
03.02.00 FOOTING STEEL						
03.02.30 PILINGS						
03.03.00 FOOTINGS						
03.03.20 FILL CELLS						
03.03.30 CONCRETE SLABS						
03.03.40 STAMPED CONCRETE						
03.04.00 TURN KEY FOUNDATION	6,700.00	IML				
04 MASONRY						
04.01.00 MORTAR / SAND						
04.02.10 BRICK MASONRY						
04.02.20 FOUNDATION BLOCK						
04.02.50 SIERRA STONE						
04.03.00 FIREPLACE BLOCK						
05 METALS						
05.01.00 STRUCTURAL METAL	2,750.00	A&R METAL				
05.02.00 METAL STAIRS						
05.02.10 STEEL JOIST DECKING						
05.05.00 MISCELLANEOUS METAL						
05.05.40 SIMPSON STRAPS PA18	INC					
05.05.80 BOLTS & LAGS	INC					

09860

06 WOOD AND PLASTICS						
06.01.0(WOOD FRAMING	26,077.68	SOUTHERN LUMBER				
06.01.2(FASTNERS, NAILS, SCREWS						
06.01.5(WOOD TRUSSES						
06.01.6(DECORATIVE TRUSSES & BRACKETS						
06.02.0(INTERIOR TRIM	7,980.00	FOUR CORNERS				
06.02.5(PORCH & RAILING PACKAGE - STAINLESS R	5,583.00	SOUTHERN LUMBER				
06.02.7(LATTICE & LOUVER PACKAGE						
06.04.0(CABINETS	48,000.00	MCCABES CUS	79,542.00	COASTAL CABINET		
06.04.1(SIDING	23,417.00	SOUTHERN LUMBER				
06.04.5(EXTERIOR TRIM	10,567.00	SOUTHERN LUMBER				
06.04.7(CABINETRY & MANTLE- BUTLERS PANTRY, B	12,300.00	MCCABES CUSTOM				
06.08.0(EXTERIOR DECKS (IPE AND STAINLESS DEC	9,263.00	SOUTHERN LUMBER				
06.10.0(ROUGH CARPENTRY	34,700.00					
06.20.0(FINISH CARPENTRY	67,269.00					
07 THERMAL AND MOISTURE PROTECT						
07.00.5(MOLD - MILDEW PROTECTION		4,800.00	Forticell			
07.01.0(FLASHING & WATERPROOFING-ALLOWANCE	8,500.00					
07.02.0(INSULATE - F/W/P	4,700.00	FORTICELL				
07.03.0(SHINGLE ROOFING						
07.04.0(ROOFING						
07.05.0(MEMBRANE ROOFING	600.00					
07.06.0(SCHEDULES FOR THERMAL AND MOISTURE PROTECTION						
07.06.5(GUTTER & DOWNSPOUTRK						
07.08.0(COMMISSIONING OF THERMAL AND MOISTURE PROTECTION						
07.09.0(CAULKING						
07.10.0(DAMPPROOFING AND WATERPROOFING	4,700.00	FIBERGLASS DECKS				
07.20.0(THERMAL PROTECTION						
07.30.0(STEEP SLOPE ROOFING						
07.40.0(ROOFING AND SIDING PANELS						
07.60.0(FLASHING AND SHEET METAL/ AWNING ROO	7,760.00	DBC ROOFING				
07.70.0(ROOF AND WALL SPECIALTIES AND ACCESSORIES						
07.80.0(FIRE AND SMOKE PROTECTION						
07.90.0(JOINT PROTECTION						

0987

08 DOORS AND WINDOWS

08.01.50 SCREEN DOORS	650.00	MAHAGONY				
08.02.00 EXTERIOR DOORS	23,815.00	DP-50	28,076.00	IMPACT		
08.02.20 INTERIOR DOORS	12,531.00	FOUR CORNERS				
08.03.00 OVERHEAD DOORS- ALLOWANCE	7,500.00					
08.06.00 OPERABLE WINDOWS	44,759.00	KOLBE	64,968.00	KOLBE IMP	61,741.00	ANDERSON IMPACT
08.06.10 FIXED WINDOWS						PLYGEM IMPACT
08.06.20 WINDOW PROTECTION						
08.06.30 CABINET GLASS						
08.07.00 MISCELLANEOUS HARDWARE						
08.07.10 FINISH HARDWARE	5,000.00					
08.07.50 DUMMY KNOBS						
08.08.50 FIXED GLASS						

09 FINISHES

09.01.00 MAINTENANCE OF FINISHES						
09.01.70 STUCCO	5,800.00	IML				
09.02.50 DRYWALL	5,600.00	DARYL SMITH				
09.03.10 CERAMIC TILE- ALLOWANCE	7,500.00	MELCER TILE				
09.03.60 MARBLE / SLATE						
09.03.80 PLASTICLAMINATE						
09.03.90 SOLID SURFACES GRANITE (ALLOWANCE)	10,000.00	AGM GRANITE	17,300.00	LOW COUNTRY TURN KEY		
09.05.00 GRANITE INSTALL	6,300.00	EUGENE'S GRANITE				
09.05.10 ACCOUSTICAL CEILING						
09.05.50 WOOD FLOORING- HEART PINE SAND AND P	16,092.10	HFG GUYS				
09.06.00 SCHEDULES FOR FINISHES						
09.06.50 RESILIENT FLOORING						
09.06.60 GYP-CRETE FLOORS						
09.07.00 SPECIAL FLOORING						
09.08.00 COMMISSIONING OF FINISHES						
09.09.00 PAINTING	52,000.00	KERSHAW				
09.09.50 WALL COVERINGS						
09.20.00 PLASTER AND GYPSUM BOARD						
09.30.00 TILING	19,442.00	HFG GUYS				
09.50.00 CEILINGS						
09.60.00 FLOORING						
09.70.00 WALL FINISHES						
09.80.00 ACOUSTIC TREATMENT						
09.90.00 PAINTING AND COATING						

0988

10 SPECIALTIES

10.01.8(TOILET PARTITIONS						
10.02.0(SPIRAL STAIRCASE						
10.02.3(DISAPPEARING STAIRWAY						
10.02.5(FIREFIGHTING DEVICES						
10.03.3(PREFABRICATED FIREPLACE						
10.03.5(FLAG POLES						
10.04.1(DIRECTORY & BULLETIN BOARDS						
10.04.2(PAINTED SIGNS						
10.05.3(AWNINGS						
10.06.7(SHELVING- MASTER CLOSET, MURPHY BED	12,370.00	CALIFORNIA CLOSET				
10.07.0(PLANTATION SHUTTERS						
10.08.0(TOILET & BATH ACCESSORIES						
10.08.1(MEDICINE CABINETS- ALLOWANCE	1,500.00					
10.08.2(MIRRORS	1,825.00					
10.08.3(GLASS SHOWER DOOR-FRAMELESS	4,600.00					

11 EQUIPMENT

11.09.3(KITCHEN EQUIPMENT	28,507.13	FERGUSON'S				
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12 FURNISHINGS

12.01.0(FURNITURE, FIXTURES, EQUIPMENT						
12.02.0(BLINDS & SHADES						
12.04.0(CARPET						

13 SPECIAL CONSTRUCTION

13.02.0(POOL						
13.03.0(LAKES & PONDS						
13.05.0(BRIDGES & DOCKS						
13.06.0(FRONT ENTRY GATE						
13.09.3(INSECT SCREENING						

14 CONVEYING SYSTEMS

14.02.4(ELEVATORS						
--------------------	--	--	--	--	--	--

15 MECHANICAL

15.01.0(PLUMBING	16,050.00	COASTAL PLUMBING				
15.02.0(PLUMBING FIXTURES- ALLOWANCE	18,171.21	MOLUFS				
15.02.5(CULTURED MARBLE TOPS						
15.03.0(VANITY TOP W/ INTEGRAL BOWL						
15.03.5(GAS PIPING SYSTEM						
15.05.0(RETAINING WALL						
15.08.0(HVAC- REWORK AND SYSTEM CLEAN	4,700.00	M&S MECHANICAL				
15.09.0(SPRINKLER SYSTEM						

16 ELECTRICAL

16.01.0(ELECTRICAL	17,300.00	RE EVANS ELECTRICAL			
16.02.0(INTERIOR LIGHT FIXTURES-ALLOWANCE	5,000.00				
16.03.0(EXTERIOR LIGHT FIXTURES					
16.04.0(VACUUM SYSTEM					
16.05.0(ALARM SYSTEM	2,400.00	LINKED AV			
16.06.0(STEREO SYSTEM	1,500.00	LINKED AV			
GRAND TOTAL	\$ 722,074.12		\$ 189,886.00	#####	

0660

BROWN CONTRACTORS**Control Estimate**

1850 FLAGG ST, SULLIVAN'S ISLAND, SC

CLIENT

ARCHITECT (ESTIMATOR) OF JOB

DURATION

ANDY & AMY MCMA BEAU CLOWNE J. BROWN

REMODEL 6 MONTHS

01 GENERAL REQUIREMENTS	BID A	ADDITIONAL INFO	BID B	ADDITIONAL INFO	BID C	ADDITIONAL INFO
01.00.10 ARCH/ENGR/SURV						
01.00.30 PERMITS & INSURANCE	3,974.00	SULLIVAN'S ISLAND				
01.00.40 PLAN REVIEW	1,987.00	PLAN REVIEW				
01.00.50 SMALL TOOLS						
01.00.60 BUSINESS LICENSE	1,914.00	SULLIVAN'S ISLAND				
01.00.65 BID EXPENSE	1,100.00					
01.00.70 PROJECT MANAGEMENT	12,500.00					
01.00.80 GENERAL LABOR	8,000.00					
01.00.90 SUPERINTENDENT						
01.02.50 VEHICLE EXPENSE						
01.03.00 BURY LP GAS TANK						
01.03.10 TEMPORARY TOILETS	1,120.00					
01.03.20 TEMPORARY POWER						
01.03.21 TEMPORARY WATER						
01.03.25 TEMPORARY PHONES						
01.03.30 POWER DEPOSIT						
01.04.00 TRASH REMOVAL	5,000.00					
01.05.20 PUNCH LIST-						
01.05.25 WARRANTY WORK						
01.05.30 CLEAN- site and final clean	3,700.00					
01.05.40 SCAFFOLDING						
01.06.20 EQUIPMENT EXPENSE						
01.06.30 EQUIPMENT RENTAL						
01.07.00 TAP FEES						
01.07.25 IMPACT FEES						
01.07.50 TRAVEL EXPENSES						
01.08.00 DEPOSITS						
01.08.50 TEMPORARY LODGING						
01.09.00 MISCELLANEOUS EXPENSES						
01.10.00 ADMINISTRATIVE / ACCOUNTING	4,000.00					
01.11.00 OVERHEAD & PROFIT	50,000.00					

0991

02 SITE CONSTRUCTION						
02.00.00 SITEWORK						
02.00.60 DEMOLITION	12,000.00					
02.00.70 STORM SEWER						
02.00.75 WATER SYSTEM						
02.00.80 SANITARY SEWER						
02.01.00 CLEAN & GRUB						
02.02.00 EXCAVATE & BACKFILL						
02.02.30 TOP SOIL						
02.02.50 SOIL POISON						
02.06.00 DRIVEWAY- CRUSHED STONE ALLOWANCE	5,000.00					
02.06.50 ROAD WORK						
02.06.60 BARGE EXPENSES						
02.07.10 FENCING						
02.07.50 DOCKS / BOARDWALKS						
02.07.60 MAILBOX						
02.08.00 LANDSCAPE						
03 CONCRETE						
03.02.00 FOOTING STEEL						
03.02.30 PILINGS						
03.03.00 FOOTINGS						
03.03.20 FILL CELLS						
03.03.30 CONCRETE SLABS						
03.03.40 STAMPED CONCRETE						
03.04.00 TURN KEY FOUNDATION	6,700.00	IML				
04 MASONRY						
04.01.00 MORTAR / SAND						
04.02.10 BRICK MASONRY						
04.02.20 FOUNDATION BLOCK						
04.02.50 SIERRA STONE						
04.03.00 FIREPLACE BLOCK						
05 METALS						
05.01.00 STRUCTURAL METAL	2,750.00	A&R METAL				
05.02.00 METAL STAIRS						
05.02.10 STEEL JOIST DECKING						
05.05.00 MISCELLANEOUS METAL						
05.05.40 SIMPSON STRAPS PA18	INC					
05.05.80 BOLTS & LAGS	INC					

0992

06 WOOD AND PLASTICS						
06.01.00 WOOD FRAMING	26,077.68	SOUTHERN LUMBER				
06.01.20 FASTNERS, NAILS, SCREWS						
06.01.50 WOOD TRUSSES						
06.01.60 DECORATIVE TRUSSES & BRACKETS						
06.02.00 INTERIOR TRIM	7,980.00	FOUR CORNERS				
06.02.50 PORCH & RAILING PACKAGE - STAINLESS R	5,583.00	SOUTHERN LUMBER				
06.02.70 LATTICE & LOUVER PACKAGE						
06.04.00 CABINETS	48,000.00	MCCABES CUS	79,542.00	COASTAL CABINET		
06.04.10 SIDING	23,417.00	SOUTHERN LUMBER				
06.04.50 EXTERIOR TRIM	10,567.00	SOUTHERN LUMBER				
06.04.70 CABINETRY & MANTLE- BUTLERS PANTRY, B	12,300.00	MCCABES CUSTOM				
06.08.00 EXTERIOR DECKS (IPE AND STAINLESS DEC	9,263.00	SOUTHERN LUMBER				
06.10.00 ROUGH CARPENTRY	34,700.00					
06.20.00 FINISH CARPENTRY	67,269.00					
07 THERMAL AND MOISTURE PROTECT						
07.00.50 MOLD - MILDEW PROTECTION		4,800.00	Forticell			
07.01.00 FLASHING & WATERPROOFING-ALLOWANCE	8,500.00					
07.02.00 INSULATE - F/W/P	4,700.00	FORTICELL				
07.03.00 SHINGLE ROOFING						
07.04.00 ROOFING						
07.05.00 MEMBRANE ROOFING	600.00					
07.06.00 SCHEDULES FOR THERMAL AND MOISTURE PROTECTION						
07.06.50 GUTTER & DOWNSPOUTS						
07.08.00 COMMISSIONING OF THERMAL AND MOISTURE PROTECTION						
07.09.00 CAULKING						
07.10.00 DAMPPROOFING AND WATERPROOFING	4,700.00	FIBERGLASS DECKS				
07.20.00 THERMAL PROTECTION						
07.30.00 STEEP SLOPE ROOFING						
07.40.00 ROOFING AND SIDING PANELS						
07.60.00 FLASHING AND SHEET METAL/ AWNING ROOF	7,760.00	DBC ROOFING				
07.70.00 ROOF AND WALL SPECIALTIES AND ACCESSORIES						
07.80.00 FIRE AND SMOKE PROTECTION						
07.90.00 JOINT PROTECTION						

0993

08 DOORS AND WINDOWS						
08.01.50 SCREEN DOORS	650.00	MAHAGONY				
08.02.00 EXTERIOR DOORS	23,815.00	DP-50	28,076.00	IMPACT		
08.02.20 INTERIOR DOORS	12,531.00	FOUR CORNERS				
08.03.00 OVERHEAD DOORS- ALLOWANCE	7,500.00					
08.06.00 OPERABLE WINDOWS	44,759.00	KOLBE	64,968.00	KOLBE IMP	61,741.00	ANDERSON IMPACT
08.06.10 FIXED WINDOWS						PLYGEM IMPACT
08.06.20 WINDOW PROTECTION						
08.06.30 CABINET GLASS						
08.07.00 MISCELLANEOUS HARDWARE						
08.07.10 FINISH HARDWARE	5,000.00					
08.07.50 DUMMY KNOBS						
08.08.50 FIXED GLASS						
09 FINISHES						
09.01.00 MAINTENANCE OF FINISHES						
09.01.70 STUCCO	5,800.00	IML				
09.02.50 DRYWALL	5,600.00	DARYL SMITH				
09.03.10 CERAMIC TILE- ALLOWANCE	7,500.00	MELCER TILE				
09.03.60 MARBLE / SLATE						
09.03.80 PLASTICLAMINATE						
09.03.90 SOLID SURFACES GRANITE (ALLOWANCE)	10,000.00	AGM GRANITE	17,300.00	LOW COUNTRY TURN KEY		
09.05.00 GRANITE INSTALL	6,300.00	EUGENE'S GRANITE				
09.05.10 ACCOUSTICAL CEILING						
09.05.50 WOOD FLOORING- HEART PINE SAND AND F	16,092.10	HFG GUYS				
09.06.00 SCHEDULES FOR FINISHES						
09.06.50 RESILIENT FLOORING						
09.06.60 GYP-CRETE FLOORS						
09.07.00 SPECIAL FLOORING						
09.08.00 COMMISSIONING OF FINISHES						
09.09.00 PAINTING	52,000.00	KERSHAW				
09.09.50 WALL COVERINGS						
09.20.00 PLASTER AND GYPSUM BOARD						
09.30.00 TILING	19,442.00	HFG GUYS				
09.50.00 CEILINGS						
09.60.00 FLOORING						
09.70.00 WALL FINISHES						
09.80.00 ACOUSTIC TREATMENT						
09.90.00 PAINTING AND COATING						

10 SPECIALTIES						
10.01.8(TOILET PARTITIONS						
10.02.0(SPIRAL STAIRCASE						
10.02.3(DISAPPEARING STAIRWAY						
10.02.5(FIREFIGHTING DEVICES						
10.03.3(PREFABRICATED FIREPLACE						
10.03.5(FLAG POLES						
10.04.1(DIRECTORY & BULLETIN BOARDS						
10.04.2(PAINTED SIGNS						
10.05.3(AWNINGS						
10.06.7(SHELVING- MASTER CLOSET, MURPHY BED	12,370.00	CALIFORNIA CLOSET				
10.07.0(PLANTATION SHUTTERS						
10.08.0(TOILET & BATH ACCESSORIES						
10.08.1(MEDICINE CABINETS- ALLOWANCE	1,500.00					
10.08.2(MIRRORS	1,825.00					
10.08.3(GLASS SHOWER DOOR-FRAMELESS	4,600.00					
11 EQUIPMENT						
11.09.3(KITCHEN EQUIPMENT	28,507.13	FERGUSON'S				
12 FURNISHINGS						
12.01.0(FURNITURE, FIXTURES, EQUIPMENT						
12.02.0(BLINDS & SHADES						
12.04.0(CARPET						
13 SPECIAL CONSTRUCTION						
13.02.0(POOL						
13.03.0(LAKES & PONDS						
13.05.0(BRIDGES & DOCKS						
13.06.0(FRONT ENTRY GATE						
13.09.3(INSECT SCREENING						
14 CONVEYING SYSTEMS						
14.02.4(ELEVATORS						
15 MECHANICAL						
15.01.0(PLUMBING	16,050.00	COASTAL PLUMBING				
15.02.0(PLUMBING FIXTURES- ALLOWANCE	18,171.21	MOLUFS				
15.02.5(CULTURED MARBLE TOPS						
15.03.0(VANITY TOP W/ INTEGRAL BOWL						
15.03.5(GAS PIPING SYSTEM						
15.05.0(RETAINING WALL						
15.08.0(HVAC- REWORK AND SYSTEM CLEAN	4,700.00	M&S MECHANICAL				
15.09.0(SPRINKLER SYSTEM						

16 ELECTRICAL

16.01.0 ELECTRICAL	17,300.00	RE EVANS ELECTRICAL			
16.02.0 INTERIOR LIGHT FIXTURES-ALLOWANCE	5,000.00				
16.03.0 EXTERIOR LIGHT FIXTURES					
16.04.0 VACUUM SYSTEM					
16.05.0 ALARM SYSTEM	2,400.00	LINKED AV			
16.06.0 STEREO SYSTEM	1,500.00	LINKED AV			
GRAND TOTAL	\$ 722,074.12		\$ 189,886.00	#####	

9660



Amy Salzhauser <amy.salzhauer@gmail.com>

FW: VALUE ENGINEERING

1 message

Henry Salzhauser <henry@benjaminpartners.com>
To: Amy Salzhauser <amy.salzhauer@gmail.com>

Thu, Aug 9, 2012 at 10:15 AM

Amy

I'm not sure if Jay forwarded this to you so here it is.

Love Dad

From: Jay Brown [mailto:jaylbrown@me.com]
Sent: Thursday, August 09, 2012 10:09 AM
To: Henry Salzhauser
Cc: Amy Allen
Subject: VALUE ENGINEERING

Hank, I did a cost comparison based was to save money. Amy and I went over this to achieve the last spreadsheet that we all went over when you guys were in the office. I wanted you to have this, I will call to discuss.

Take care,

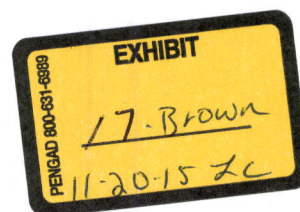
Jay

2 attachments

MCMARLINCOSTADJ.xlsx
35K



ATT00001.htm
3K



0997

Salzhauer - 001521

McMarlin Residence COST ESTIMATE ADJUSTMENT

EXTERIOR OPTIONS

LABOR MATERIAL TOTAL

Station 18 1/2 elevation

2nd Floor Awning	3000	5500	\$8,500
Ipe Floating deck system	3000	3163	6163
Screened porch option	3500	2000	5500
Treated brackets		1800	1800
Sapele screened door	200	745	945
Crushed stone driveway opt.			5000

Flag Street Elevation

Playroom awning option	2700	4500	7200
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Pool Terrace Elevation

2nd floor awning option	3000	5500	8500
Ipe Decking around pool	2800	5600	8400
Treated Brackets		1800	1800
Sapele screened door (4)	800	2980	3780
2nd floor deck/porch option	9000	14570	23570

North Elevation

Perimeter ground floor lou	4500	2760	7260
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TOTAL 88418

INTERIOR OPTIONS

Sullivan's Island permitting and fees	5395
Anderson Windows vs Plygem	7700
Solid poplar interior doors vs laminated	2431
Dining Room wood ceiling opt.	4968
Built in cabinetry	12300
Custom Cabs vs Schuler semi	
custom kitchen	12000
Playroom cabinet/granite opt.	2300
Murphy bed/ master closet/desk	12370
Do not sand and refinish hardwoods & stairs	10067.5

TOTAL 69531.5

\$157,949

5/21/2014

Gmail - PHASE 1 PRICING



Amy Salzhauer <amy.salzhauer@gmail.com>

PHASE 1 PRICING

1 message

Jay Brown <brownmeihaus@me.com>

Wed, Aug 15, 2012 at 4:26 PM

To: Henry Salzhauer <henry@benjaminpartners.com>

Cc: Amy Salzhauer <amy@ignitionventures.com>

Hank, revised in red is the pricing for phase one. I met with Beau and Kate yesterday to discuss based on the budget. Call me to discuss

Jay Brown

Brown Contractors

103 Palm Blvd, Suite 3a

Isle of Palms, SC 29451

JayL.Brown@me.com

843.242.8355 o

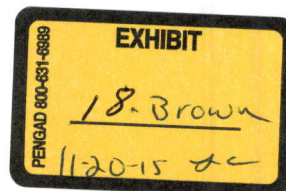
843.242.8172 f

843.460.4481 c



mcmarlinbid2.xls

52K



0999

Salzhauer - 001533

BROWN CONTRACTORS
Control Estimate

1850 FLAGG ST, SULLIVAN'S ISLAND, SC

CLIENT

ARCOTEC (ESTIMATOR OF JOB

DURATION

ANDY & AMY MCM/ BEAU CLOWNE J. BROWN

REMODEL 6 MONTHS

01 GENERAL REQUIREMENTS	BID A	ADDITIONAL INFO	PHASE 1	ADDITIONAL INFO	PHASE 2	ADDITIONAL INFO
01.00.10 ARCH/ENGR/SURV			MAIN HOUSE ONLY		PLAYROOM/NANNY SUITE	
01.00.30 PERMITS & INSURANCE	3,974.00	SULLIVAN'S ISL	1,987.00			
01.00.40 PLAN REVIEW	1,987.00	PLAN REVIEW	993.00			
01.00.50 SMALL TOOLS						
01.00.60 BUSINESS LICENSE	1,914.00	SULLIVAN'S ISL	957.00			
01.00.65 BID EXPENSE	1,100.00		1,100.00			
01.00.70 PROJECT MANAGEMENT	12,500.00		10,000.00			
01.00.80 GENERAL LABOR	8,000.00		6,000.00			
01.00.90 SUPERINTENDENT						
01.02.50 VEHICLE EXPENSE						
01.03.00 BURY LP GAS TANK						
01.03.10 TEMPORARY TOILETS	1,120.00		1,000.00			
01.03.20 TEMPORARY POWER						
01.03.21 TEMPORARY WATER						
01.03.25 TEMPORARY PHONES						
01.03.30 POWER DEPOSIT						
01.04.00 TRASH REMOVAL	5,000.00		5,000.00			
01.05.20 PUNCH LIST-						
01.05.25 WARRANTY WORK						
01.05.30 CLEAN- site and final clean	3,700.00		3,500.00			
01.05.40 SCAFFOLDING						
01.06.20 EQUIPMENT EXPENSE						
01.06.30 EQUIPMENT RENTAL						
01.07.00 TAP FEES						
01.07.25 IMPACT FEES						
01.07.50 TRAVEL EXPENSES						
01.08.00 DEPOSITS						
01.08.50 TEMPORARY LODGING						
01.09.00 MISCELLANEOUS EXPENSES						
01.10.00 ADMINISTRATIVE / ACCOUNTING	4,000.00		3,000.00			
01.11.00 OVERHEAD & PROFIT	50,000.00		30,000.00			

1000

02 SITE CONSTRUCTION

02.00.00 SITEWORK					
02.00.60 DEMOLITION	12,000.00		12,000.00		
02.00.70 STORM SEWER					
02.00.75 WATER SYSTEM					
02.00.80 SANITARY SEWER					
02.01.00 CLEAN & GRUB					
02.02.00 EXCAVATE & BACKFILL					
02.02.30 TOP SOIL					
02.02.50 SOIL POISON					
02.06.00 DRIVEWAY- CRUSHED STONE ALLOWANCE	5,000.00		0.00		
02.06.50 ROAD WORK					
02.06.60 BARGE EXPENSES					
02.07.10 FENCING					
02.07.50 DOCKS / BOARDWALKS					
02.07.60 MAILBOX					
02.08.00 LANDSCAPE					
03 CONCRETE					
03.02.00 FOOTING STEEL					
03.02.30 PILINGS					
03.03.00 FOOTINGS					
03.03.20 FILL CELLS					
03.03.30 CONCRETE SLABS					
03.03.40 STAMPED CONCRETE					
03.04.00 TURN KEY FOUNDATION	6,700.00	IML	3,516.00		
04 MASONRY					
04.01.00 MORTAR / SAND					
04.02.10 BRICK MASONRY					
04.02.20 FOUNDATION BLOCK					
04.02.50 SIERRA STONE					
04.03.00 FIREPLACE BLOCK					
05 METALS					
05.01.00 STRUCTURAL METAL	2,750.00	A&R METAL	2,750.00		
05.02.00 METAL STAIRS					
05.02.10 STEEL JOIST DECKING					
05.05.00 MISCELLANEOUS METAL					
05.05.40 SIMPSON STRAPS PA18	INC				
05.05.80 BOLTS & LAGS	INC				

1001

06 WOOD AND PLASTICS						
06.01.0(WOOD FRAMING	26,077.68	SOUTHERN LU	22,000.00			
06.01.2(FASTNERS, NAILS, SCREWS						
06.01.5(WOOD TRUSSES						
06.01.6(DECORATIVE TRUSSES & BRACKETS						
06.02.0(INTERIOR TRIM	7,980.00	FOUR CORNER	6,500.00			
06.02.5(PORCH & RAILING PACKAGE - STAINLESS R	5,583.00	SOUTHERN LU	3,000.00	WOOD		
06.02.7(LATTICE & LOUVER PACKAGE						
06.04.0(CABINETS	48,000.00	MCCABES CUS	30,000.00			
06.04.1(SIDING	23,417.00	SOUTHERN LU	20,000.00			
06.04.5(EXTERIOR TRIM	10,567.00	SOUTHERN LU	7,500.00			
06.04.7(CABINETRY & MANTLE- BUTLERS PANTRY, B	12,300.00	MCCABES CUS	0.00			
06.08.0(EXTERIOR DECKS (IPE AND STAINLESS DEC	9,263.00	SOUTHERN LUMBER				
06.10.0(ROUGH CARPENTRY	34,700.00		27,000.00			
06.20.0(FINISH CARPENTRY	67,269.00		50,000.00			
07 THERMAL AND MOISTURE PROTECT						
07.00.5(MOLD - MILDEW PROTECTION		4,800.00	0.00			
07.01.0(FLASHING & WATERPROOFING-ALLOWANC	8,500.00		5,000.00			
07.02.0(INSULATE - F/W/P	4,700.00	FORTICELL	4,000.00			
07.03.0(SHINGLE ROOFING						
07.04.0(ROOFING						
07.05.0(MEMBRANE ROOFING	600.00		600.00			
07.06.0(SCHEDULES FOR THERMAL AND MOISTURE PROTECTION						
07.06.5(GUTTER & DOWNSPOUTRK						
07.08.0(COMMISSIONING OF THERMAL AND MOISTURE PROTECTION						
07.09.0(CAULKING						
07.10.0(DAMPPROOFING AND WATERPROOFING	4,700.00	FIBERGLASS D	0.00			
07.20.0(THERMAL PROTECTION						
07.30.0(STEEP SLOPE ROOFING						
07.40.0(ROOFING AND SIDING PANELS						
07.60.0(FLASHING AND SHEET METAL/ AWNING ROO	7,760.00	DBC ROOFING	4,500.00	BEDROOM 2 ONLY		
07.70.0(ROOF AND WALL SPECIALTIES AND ACCESSORIES						
07.80.0(FIRE AND SMOKE PROTECTION						
07.90.0(JOINT PROTECTION						

08 DOORS AND WINDOWS					
08.01.5(SCREEN DOORS	650.00	MAHAGONY	0.00		
08.02.0(EXTERIOR DOORS	23,815.00	DP-50	9,942.00	ALUMINUM CLAD	
08.02.2(INTERIOR DOORS	12,531.00	FOUR CORNER	7,000.00	MASONITY	
08.03.0(OVERHEAD DOORS- ALLOWANCE	7,500.00		0.00	DELETED GARAGE DOORS	
08.06.0(OPERABLE WINDOWS	44,759.00	KOLBE	30,000.00	PHASE 1 ONLY	
08.06.1(FIXED WINDOWS					
08.06.2(WINDOW PROTECTION					
08.06.3(CABINET GLASS					
08.07.0(MISCELLANEOUS HARDWARE					
08.07.1(FINISH HARDWARE	5,000.00		4,000.00		
08.07.5(DUMMY KNOBS					
08.08.5(FIXED GLASS					
09 FINISHES					
09.01.0(MAINTENANCE OF FINISHES					
09.01.7(STUCCO	5,800.00	IML	0.00		
09.02.5(DRYWALL	5,600.00	DARYL SMITH	4,500.00		
09.03.1(CERAMIC TILE- ALLOWANCE	7,500.00	MELCER TILE	5,000.00		
09.03.6(MARBLE / SLATE					
09.03.8(PLASTICLAMINATE					
09.03.9(SOLID SURFACES GRANITE (ALLOWANCE)	10,000.00	AGM GRANITE	7,000.00	KITCHEN ONLY	
09.05.0(GRANITE INSTALL	6,300.00	EUGENE'S GRA	5,000.00		
09.05.1(ACCOUSTICAL CEILING					
09.05.5(WOOD FLOORING- HEART PINE SAND AND P	16,092.10	HFG GUYS	8,500.00		
09.06.0(SCHEDULES FOR FINISHES					
09.06.5(RESILIENT FLOORING					
09.06.6(GYP-CRETE FLOORS					
09.07.0(SPECIAL FLOORING					
09.08.0(COMMISSIONING OF FINISHES					
09.09.0(PAINTING	52,000.00	KERSHAW	45,000.00		
09.09.5(WALL COVERINGS					
09.20.0(PLASTER AND GYPSUM BOARD					
09.30.0(TILING	19,442.00	HFG GUYS	8,500.00		
09.50.0(CEILINGS					
09.60.0(FLOORING					
09.70.0(WALL FINISHES					
09.80.0(ACOUSTIC TREATMENT					
09.90.0(PAINTING AND COATING					

10 SPECIALTIES					
10.01.8(TOILET PARTITIONS					
10.02.0(SPIRAL STAIRCASE					
10.02.3(DISAPPEARING STAIRWAY					
10.02.5(FIREFIGHTING DEVICES					
10.03.3(PREFABRICATED FIREPLACE					
10.03.5(FLAG POLES					
10.04.1(DIRECTORY & BULLETIN BOARDS					
10.04.2(PAINTED SIGNS					
10.05.3(AWNINGS					
10.06.7(SHELVING- MASTER CLOSET, MURPHY BED	12,370.00	CALIFORNIA CL	0.00		
10.07.0(PLANTATION SHUTTERS					
10.08.0(TOILET & BATH ACCESSORIES					
10.08.1(MEDICINE CABINETS- ALLOWANCE	1,500.00		1,500.00		
10.08.2(MIRRORS	1,825.00		1,500.00		
10.08.3(GLASS SHOWER DOOR-FRAMELESS	4,600.00		1,700.00		
11 EQUIPMENT					
11.09.3(KITCHEN EQUIPMENT	28,507.13	FERGUSON'S	16,000.00	JENN AIR	
12 FURNISHINGS					
12.01.0(FURNITURE, FIXTURES, EQUIPMENT					
12.02.0(BLINDS & SHADES					
12.04.0(CARPET					
13 SPECIAL CONSTRUCTION					
13.02.0(POOL					
13.03.0(LAKES & PONDS					
13.05.0(BRIDGES & DOCKS					
13.06.0(FRONT ENTRY GATE					
13.09.3(INSECT SCREENING					
14 CONVEYING SYSTEMS					
14.02.4(ELEVATORS					
15 MECHANICAL					
15.01.0(PLUMBING	16,050.00	COASTAL PLUM	8,000.00		
15.02.0(PLUMBING FIXTURES- ALLOWANCE	18,171.21	MOLUFS	7,000.00		
15.02.5(CULTURED MARBLE TOPS					
15.03.0(VANITY TOP W/ INTEGRAL BOWL					
15.03.5(GAS PIPING SYSTEM					
15.05.0(RETAINING WALL					
15.08.0(HVAC- REWORK AND SYSTEM CLEAN	4,700.00	M&S MECHANIC	4,700.00		
15.09.0(SPRINKLER SYSTEM					

16 ELECTRICAL						
16.01.0(ELECTRICAL	17,300.00	RE EVANS ELE	12,000.00			
16.02.0(INTERIOR LIGHT FIXTURES-ALLOWANCE	5,000.00		3,000.00			
16.03.0(EXTERIOR LIGHT FIXTURES						
16.04.0(VACUUM SYSTEM						
16.05.0(ALARM SYSTEM	2,400.00	LINKED AV	0.00			
16.06.0(STEREO SYSTEM	1,500.00	LINKED AV	0.00			
GRAND TOTAL	\$ 722,074.12		\$ 451,745.00	\$	-	

PHASE 1 ONLY**

1005



Amy Salzhauer <amy.salzhauer@gmail.com>

UPDATED BID PER BEAU CLOWNEY MEETING

1 message

Jay Brown <jaylbrown@me.com>

Wed, Aug 22, 2012 at 5:48 PM

To: Henry Salzhauer <henry@benjaminpartners.com>, Amy Salzhauer <amy@ignitionventures.com>

Hank/Amy, attached is the control estimate for Phase one with everything outlined. Following this I will send the itemized breakdown with the allowances on excel sheet one and alternative pricing (options) on sheet two. Call me to discuss when you can.

Take care,

Jay

Jay Brown
Brown Contractors
103 Palm Blvd, Suite 3a
Isle of Palms, SC 29451
JayLBrown@me.com
843.242.8355 o
843.242.8172 f
843.460.4481 c



mcmarlinbid2.xls

57K



BROWN CONTRACTORS**Control Estimate**

1850 FLAGG ST, SULLIVAN'S ISLAND, SC

ESTIMATE OF JOB DURATION

J.BROWN

REMODEL 6 MONTHS

01 GENERAL REQUIREMENTS	PHASE 1	ADDITIONAL II	PHASE 2	ADDITIONAL INFO
	MAIN HOUSE ONLY		PLAYROOM/NANNY SUITE	
01.00.10 ARCH/ENGR/SURV				
01.00.30 PERMITS & INSURANCE	1,987.00			
01.00.40 PLAN REVIEW	993.00			
01.00.50 SMALL TOOLS				
01.00.60 BUSINESS LICENSE	957.00			
01.00.65 BID EXPENSE	1,100.00			
01.00.70 PROJECT MANAGEMENT	10,000.00			
01.00.80 GENERAL LABOR	6,000.00			
01.00.90 SUPERINTENDENT				
01.02.50 VEHICLE EXPENSE				
01.03.00 BURY LP GAS TANK				
01.03.10 TEMPORARY TOILETS	1,000.00			
01.03.20 TEMPORARY POWER				
01.03.21 TEMPORARY WATER				
01.03.25 TEMPORARY PHONES				
01.03.30 POWER DEPOSIT				
01.04.00 TRASH REMOVAL	5,000.00			
01.05.20 PUNCH LIST-				
01.05.25 WARRANTY WORK				
01.05.30 CLEAN- site and final clean	3,500.00			
01.05.40 SCAFFOLDING				
01.06.20 EQUIPMENT EXPENSE				
01.06.30 EQUIPMENT RENTAL				
01.07.00 TAP FEES				
01.07.25 IMPACT FEES				
01.07.50 TRAVEL EXPENSES				
01.08.00 DEPOSITS				
01.08.50 TEMPORARY LODGING				
01.09.00 MISCELLANEOUS EXPENSES				
01.10.00 ADMINISTRATIVE / ACCOUNTING	3,000.00			
01.11.00 OVERHEAD & PROFIT	30,000.00			

1007

02 SITE CONSTRUCTION				
02.00.00 SITEWORK				
02.00.60 DEMOLITION	12,000.00			
02.00.70 STORM SEWER				
02.00.75 WATER SYSTEM				
02.00.80 SANITARY SEWER				
02.01.00 CLEAN & GRUB				
02.02.00 EXCAVATE & BACKFILL				
02.02.30 TOP SOIL				
02.02.50 SOIL POISON				
02.06.00 DRIVEWAY- CRUSHED STONE ALLOWANCE				
02.06.50 ROAD WORK				
02.06.60 BARGE EXPENSES				
02.07.10 FENCING				
02.07.50 DOCKS / BOARDWALKS				
02.07.60 MAILBOX				
02.08.00 LANDSCAPE				
03 CONCRETE				
03.02.0(FOOTING STEEL				
03.02.3(PILINGS				
03.03.0(FOOTINGS				
03.03.2(FILL CELLS				
03.03.3(CONCRETE SLABS				
03.03.4(STAMPED CONCRETE				
03.04.0(TURN KEY FOUNDATION	3,516.00			
04 MASONRY				
04.01.0(MORTAR / SAND				
04.02.1(BRICK MASONRY				
04.02.2(FOUNDATION BLOCK				
04.02.5(SIERRA STONE				
04.03.0(FIREPLACE BLOCK				
05 METALS				
05.01.0(STRUCTURAL METAL	2,750.00			
05.02.0(METAL STAIRS				
05.02.1(STEEL JOIST DECKING				
05.05.0(MISCELLANEOUS METAL				
05.05.4(SIMPSON STRAPS PA18				
05.05.8(BOLTS & LAGS				

06 WOOD AND PLASTICS				
06.01.00	WOOD FRAMING	25,678.00		
06.01.20	FASTNERS, NAILS, SCREWS			
06.01.50	WOOD TRUSSES			
06.01.60	DECORATIVE TRUSSES & BRACKETS			
06.02.00	INTERIOR TRIM	6,500.00		
06.02.50	PORCH & RAILING PACKAGE - STAINLESS R	3,000.00	WOOD	
06.02.70	LATTICE & LOUVER PACKAGE			
06.04.00	CABINETS	30,000.00		
06.04.10	SIDING	23,000.00		
06.04.50	EXTERIOR TRIM	7,500.00		
06.04.70	CABINETRY & MANTLE- BUTLERS PANTRY, BUILT INS			
06.08.00	EXTERIOR DECKS (IPE AND STAINLESS DEC	4,700.00		
06.10.00	ROUGH CARPENTRY	27,000.00		
06.20.00	FINISH CARPENTRY	56,700.00		
07 THERMAL AND MOISTURE PROTECT				
07.00.50	MOLD - MILDEW PROTECTION			
07.01.00	FLASHING & WATERPROOFING-ALLOWANCE	5,000.00		
07.02.00	INSULATE - F/W/P	4,000.00		
07.03.00	SHINGLE ROOFING			
07.04.00	ROOFING			
07.05.00	MEMBRANE ROOFING	600.00		
07.06.00	SCHEDULES FOR THERMAL AND MOISTURE PROTECTION			
07.06.50	GUTTER & DOWNSPOUTRK			
07.08.00	COMMISSIONING OF THERMAL AND MOISTURE PROTECTION			
07.09.00	CAULKING			
07.10.00	DAMPPROOFING AND WATERPROOFING	4,700.00		
07.20.00	THERMAL PROTECTION			
07.30.00	STEEP SLOPE ROOFING			
07.40.00	ROOFING AND SIDING PANELS			
07.60.00	FLASHING AND SHEET METAL/ AWNING ROOF	7,760.00		
07.70.00	ROOF AND WALL SPECIALTIES AND ACCESSORIES			
07.80.00	FIRE AND SMOKE PROTECTION			
07.90.00	JOINT PROTECTION			

08 DOORS AND WINDOWS

08.01.5(SCREEN DOORS				
08.02.0(EXTERIOR DOORS	9,942.00	ALUMINUM CLAD		
08.02.2(INTERIOR DOORS	7,000.00	MASONRY		
08.03.0(OVERHEAD DOORS- ALLOWANCE	0.00	DELETED GARAGE DOORS		
08.06.0(OPERABLE WINDOWS	30,000.00	PHASE 1 ONLY		
08.06.1(FIXED WINDOWS				
08.06.2(WINDOW PROTECTION				
08.06.3(CABINET GLASS				
08.07.0(MISCELLANEOUS HARDWARE				
08.07.1(FINISH HARDWARE	4,000.00			
08.07.5(DUMMY KNOBS				
08.08.5(FIXED GLASS				

09 FINISHES

09.01.0(MAINTENANCE OF FINISHES				
09.01.7(STUCCO	0.00			
09.02.5(DRYWALL	6,500.00			
09.03.1(CERAMIC TILE- ALLOWANCE	5,000.00			
09.03.6(MARBLE / SLATE				
09.03.8(PLASTICLAMINATE				
09.03.9(SOLID SURFACES GRANITE (ALLOWANCE)	7,000.00			
09.05.0(GRANITE INSTALL	5,000.00			
09.05.1(ACCOUSTICAL CEILING				
09.05.5(WOOD FLOORING- HEART PINE SAND AND F	8,500.00			
09.06.0(SCHEDULES FOR FINISHES				
09.06.5(RESILIENT FLOORING				
09.06.6(GYP-CRETE FLOORS				
09.07.0(SPECIAL FLOORING				
09.08.0(COMMISSIONING OF FINISHES				
09.09.0(PAINTING	45,000.00			
09.09.5(WALL COVERINGS				
09.20.0(PLASTER AND GYPSUM BOARD				
09.30.0(TILING	8,500.00			
09.50.0(CEILINGS				
09.60.0(FLOORING				
09.70.0(WALL FINISHES				
09.80.0(ACOUSTIC TREATMENT				
09.90.0(PAINTING AND COATING				

10 SPECIALTIES

10.01.8(TOILET PARTITIONS				
10.02.0(SPIRAL STAIRCASE				
10.02.3(DISAPPEARING STAIRWAY				
10.02.5(FIREFIGHTING DEVICES				
10.03.3(PREFABRICATED FIREPLACE				
10.03.5(FLAG POLES				
10.04.1(DIRECTORY & BULLETIN BOARDS				
10.04.2(PAINTED SIGNS				
10.05.3(AWNINGS				
10.06.7(SHELVING- MASTER CLOSET, MURPHY BED,				
10.07.0(PLANTATION SHUTTERS				
10.08.0(TOILET & BATH ACCESSORIES				
10.08.1(MEDICINE CABINETS- ALLOWANCE	1,500.00			
10.08.2(MIRRORS	1,500.00			
10.08.3(GLASS SHOWER DOOR-FRAMELESS	1,700.00			
11 EQUIPMENT				
11.09.3(KITCHEN EQUIPMENT	16,000.00	JENN AIR		
12 FURNISHINGS				
12.01.0(FURNITURE, FIXTURES, EQUIPMENT				
12.02.0(BLINDS & SHADES				
12.04.0(CARPET				
13 SPECIAL CONSTRUCTION				
13.02.0(POOL				
13.03.0(LAKES & PONDS				
13.05.0(BRIDGES & DOCKS				
13.06.0(FRONT ENTRY GATE				
13.09.3(INSECT SCREENING				
14 CONVEYING SYSTEMS				
14.02.4(ELEVATORS				
15 MECHANICAL				
15.01.0(PLUMBING	8,000.00			
15.02.0(PLUMBING FIXTURES- ALLOWANCE	7,000.00			
15.02.5(CULTURED MARBLE TOPS				
15.03.0(VANITY TOP W/ INTEGRAL BOWL				
15.03.5(GAS PIPING SYSTEM				
15.05.0(RETAINING WALL				
15.08.0(HVAC- REWORK AND SYSTEM CLEAN	4,700.00			
15.09.0(SPRINKLER SYSTEM				

16 ELECTRICAL				
16.01.0(ELECTRICAL	12,000.00			
16.02.0(INTERIOR LIGHT FIXTURES-ALLOWANCE	7,500.00			
16.03.0(EXTERIOR LIGHT FIXTURES				
16.04.0(VACUUM SYSTEM				
16.05.0(ALARM SYSTEM				
16.06.0(STEREO SYSTEM				
GRAND TOTAL	\$ 484,283.00		\$ -	

PHASE 1 ONLY**

1012



Amy Salzhauer <amy.salzhauer@gmail.com>

Re: Re bid

1 message

Jay Brown <jaylbrown@me.com>

Thu, Aug 23, 2012 at 8:05 AM

To: Henry Salzhauer <henry@benjaminpartners.com>

Cc: Amy Salzhauer <amy@ignitionventures.com>

I'll give you a call at 9:15. There are two sheets on the excel program mcmartin allowances. Sheet one is the allowances in the macmarlinbid2.xls, which is the bid for phase 1. Sheet 2 is the line item breakdown for which you requested that can be used for the contract. Sheet 2 contains all additions that can be added specifically and is broken down like Amy requested. I have a copy of all the bids that I will give to Amy and Beau today. Talk to you at 9:15.

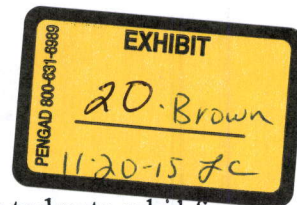
Jay Brown
Brown Contractors
103 Palm Blvd, Suite 3a
Isle of Palms, SC 29451
JayLBrown@me.com
843.242.8355 o
843.242.8172 f
843.460.4481 c

On Aug 21, 2012, at 10:56 AM, Henry Salzhauer wrote:

Jay

It is important that if the work that is going to be done is different from the plans in any way that it be spelled out so that those plans and any additions to them can become the contract documents and that Amy can know exactly what she is getting.

Hank

From: Jay Brown [mailto:jaylbrown@me.com]**Sent:** Tuesday, August 21, 2012 10:54 AM**To:** Henry Salzhauer; Amy Salzhauer**Subject:** Re bid

Hank- we had a good meeting with architect yesterday. I am meeting subs today to rebid for pricing to you by end of day tomorrow. Take care

1013

Salzhauer - 001587



Amy Salzhauser <amy.salzhauer@gmail.com>

UPDATED BID PER BEAU CLOWNEY MEETING

1 message

Jay Brown <jaylbrown@me.com>

Thu, Aug 23, 2012 at 9:30 AM

To: Henry Salzhauser <henry@benjaminpartners.com>

Cc: Amy Salzhauser <amy@ignitionventures.com>

Hank, below is numbers for our discussion.

ORIGINAL BID	UPDATED BID	ALT. PRICING	TOTAL	DIFF.
Entire house	for phase 1only	line item additions	Entire house	diff. from original bid
\$722,074	\$484,283	\$207,515	\$691,798	\$30,276

Jay Brown
Brown Contractors
103 Palm Blvd, Suite 3a
Isle of Palms, SC 29451
JayLBrown@me.com
843.242.8355 o
843.242.8172 f
843.460.4481 c

On Aug 23, 2012, at 2:16 AM, Henry Salzhauser wrote:

Jay

I don't understand what I have here. Should there be 3 price sheets or 2.

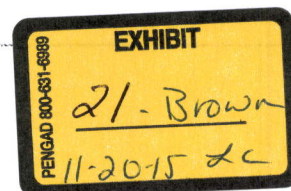
Also the numbers keep going up instead of down.

This job is not going to be built unless I don't fully understand what I am looking at

Let's talk about 9:15 or so if that is convenient for you

Hank

From: Jay Brown [mailto:jaylbrown@me.com]
Sent: Wednesday, August 22, 2012 5:49 PM
To: Henry Salzhauser; Amy Salzhauser
Subject: UPDATED BID PER BEAU CLOWNEY MEETING



1014

Salzhauer - 001589

5/21/2014

Gmail - UPDATED BID PER BEAU CLOWNEY MEETING

Hank/Amy, attached is the control estimate for Phase one with everything outlined. Following this I will send the itemized breakdown with the allowances on excel sheet one and alternative pricing (options) on sheet two. Call me to discuss when you can.

Take care,

Jay

1015

Salzhauer - 001590



Amy Salzhauer <amy.salzhauer@gmail.com>

RE: VLN

1 message

Henry Salzhauer <henry@benjaminpartners.com>

Thu, Jun 13, 2013 at 11:24 AM

To: vuong nguyen <vnghuyen@homesc.com>

Cc: Jay Brown <jaylbrown@me.com>, Amy Salzhauer <amy.salzhauer@gmail.com>, Henry Salzhauer <henry@benjaminpartners.com>

Vuong

I never deny a contractor a right to a profit.

Please send the items as discussed by Fed EX.

At this point, I don't want to get into a "he says, she says".

I would like to understand more about what I am talking, before I talk further.

This job is months, not weeks, behind in finish, and I hope what is finished is well done.

When I get the Fed Ex I'll be in a position to have a more informed conversation.

Hank

—Original Message—

From: vuong nguyen [mailto:vnghuyen@homesc.com]

Sent: Thursday, June 13, 2013 11:15 AM

To: Henry Salzhauer

Cc: Jay Brown

Subject: Re: VLN

Hank

With all do respect sir I have nothing to prove regarding the quality of work my company provided. We did a great job on this project. Our bid on this job was much lower in price than all the other bids as well which is why we got the job in the first place. I am unclear as to what you are referring to when you say " the results speak for themselves " you are correct when you say you were not here and as I see it you are not only attacking my credibility as a contractor but my integrity as well. This all based on second hand information from whom I can only assume. Since you do not feel the need to reach out to me to have a discussion this is what I am willing to do for you out of respect for Mr Jay Brown. First, I will send lien releases from myself, the plumber, the HVAC company and the roofers. I will also provide to you my cost for the mechanical, roofing and plumbing. If you would like to see my profit on this job I will be happy to show you if need be. Just to be clear I am not required to supply any of these items to you. I do not think my right to make a profit on a job has anything to do with the reason you are over budget or whatever the problem is that you are having. If you would like to discuss the actual reasons for that situation from my professional point of view I would welcome the conversation.

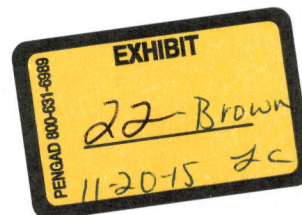
Vuong L. Nguyen

VLN LLC

843-259-1478

vnghuyen@homesc.com

Sent from my iPhone



On Jun 12, 2013, at 4:30 PM, Henry Salzhauer <henry@benjaminpartners.com> wrote:

> Please send me the bills that the subcontractors submitted to you for the work on this job. I have repeatedly asked for them and they were supposed to have been sent last week. I am sure you must have them. Can you please send them by overnight Fed Ex tomorrow as Jay said you were doing last week.

1016

Salzhauer - 003011

> I was not there during this work, so I want to be fair to you about it, but the results, to my understanding speak for themselves. I would like to be proved wrong.

>

✓

> -----Original Message-----

> From: **wuong nguyen** [mailto:vnquyen@homesc.com]

> Sent: Wednesday, June 12, 2013 3:51 PM

> To: Henry Salzhauser

> Cc: Jay Brown

> Subject: VLN

✓

> Hank.

> I would appreciate it if you would call me directly to discuss any issues or uncertainties you may have regarding me or the way I have conducted business. My phone number is 843-259-1478. I would be more than happy to meet with you in person or have a conversation via phone to put you at ease and answer your questions regarding 1850 Flag St. I am unclear on why you would suggest that I am less than honest or feel as though I am "not good for Jay in the future going forward". Please do me the courtesy of giving me a call at your earliest convenience so that we can all move past this in a positive manner.

7

$$> V/R$$

> **Vuong L. Nguyen**

> VLN LLC

> 843-259-1478

> vnquyen@homesc.com

✓

> Sent from my iPhone



Amy Salzhauer <amy.salzhauer@gmail.com>

FW:

1 message

Henry Salzhauer <henry@benjaminpartners.com>

Mon, Feb 11, 2013 at 5:11 PM

To: Jay Brown <jaylbrown@me.com>

Cc: "Amy McMarlin (Amy@post.harvard.edu)" <Amy@post.harvard.edu>

Jay

Please get this done. If there is an item for which you still do not have information, leave it out. In the scheme of things it can't be much.

I don't need down to the penny, and about is OK.

Hank

From: Henry Salzhauer**Sent:** Wednesday, February 06, 2013 2:13 PM**To:** 'Jay Brown'**Cc:** Amy McMarlin (Amy@post.harvard.edu)**Subject:** FW:

Jay

Please as I requested, can you please get us a fix on construction costs to finish.

Hank

From: Henry Salzhauer**Sent:** Tuesday, January 29, 2013 3:45 PM**To:** 'Jay Brown'**Cc:** Amy McMarlin (Amy@post.harvard.edu)**Subject:**

1018

Salzhauer - 002601

Jay

We have your latest requisition, and the check is in the mail-really, not like the joke.

Have you got a fix on the final cost, or a close fix.

Also, because we are coming to the end, could you please sign the statements indicating that payments have been made.

On another note, did you see my last email about some fix on some construction costs?

Hank



Amy Salzhauer <amy.salzhauer@gmail.com>

Todays progress

1 message

vuong nguyen <vnnguyen@homesc.com>

Wed, Feb 13, 2013 at 6:57 PM

To: Cortney Bishop <cortneybishop@me.com>

Cc: Jay Brown <jaylbrown@me.com>, "amy@post.harvard.edu" <amy@post.harvard.edu>

All,

- The roof repair from yesterday has been verify. It rain all night last night. I check this morning and it was dry. Will confirm again tomorrow since its raining now and probably overnight before it clear out.
- The carpenters have reconfigure the ceiling joist to accommodate the new lighting layout in front of the fireplace and in the eating area.
- Electrician is working away full force, made good progress today.
- Plumbers have all drain lines hook up under the house. They inform me that they have one more day. And will be calling for the rough-in inspection by end of day tomorrow.
- HVAC came today move ductwork out of the doorway at porch entrance. Also, he try to startup the unit in the back of the house and could not because the system has no refrigerant in it.
It needs about 20lb of r-22 refrigerant. Also the unit is 23 years old. He has recommend to replace the unit rather then fix it. He is pricing a replacement unit for us now.

- Roofers are working tomorrow
- Electricians will be there tomorrow
- Plumbers are also there tomorrow.
- Carpenters will be there tomorrow working on the handrails on porch by pool and upper porch in front of house.

Vuong



Amy Salzhauer <amy.salzhauer@gmail.com>

Re: scan from jay

1 message

Henry Salzhauer <henry@benjaminpartners.com>

Fri, Feb 15, 2013 at 2:19 PM

To: Deborah Kahn <deborahkahn@icloud.com>

Cc: Jay Brown <jaylbrown@me.com>, "Amy McMarlin (Amy@post.harvard.edu)" <Amy@post.harvard.edu>

Thanks

Sent from my iPhone

On Feb 15, 2013, at 1:36 PM, "Deborah Kahn" <deborahkahn@icloud.com> wrote:

Hank,

I apologize, as I misunderstood your request. I will get the information from Jay for the cost to complete and apply that information as required. It shouldn't take long to complete, so Monday or Tuesday?

Thank you again,
Deborah

Sent from my iPad

On Feb 15, 2013, at 12:09 PM, Henry Salzhauer <henry@benjaminpartners.com> wrote:

I do

I had sent you an email requesting that you incorporate the cost to complete into this schedule so that we could have an understanding of what the entire job would be at its end. We do not have this. The balance to finish has negative numbers and positive numbers.

Please collate those costs and give us an update so that we can say the entire anticipated cost is X dollars

Let me know when I can expect this.

From: Deborah Kahn [mailto:deborahkahn@icloud.com]**Sent:** Friday, February 15, 2013 11:30 AM

1021

Salzhauer - 002670

To: Henry Salzhauer
Cc: Jay Brown; Amy McMarlin (Amy@post.harvard.edu)
Subject: Re: scan from jay

Hank,

I have attached the most current cost to date along with the current draw request. It is my understanding that Jay provided the cost to complete in a separate email. Please let me know if you have any questions.

Thank you,
Deborah

On Feb 14, 2013, at 11:12 AM, Henry Salzhauer <henry@benjaminpartners.com> wrote:

Deborah

About when do you think you can have this for me?

Hank

From: Henry Salzhauer
Sent: Wednesday, February 13, 2013 9:25 AM
To: 'Deborah Kahn'
Subject: RE: scan from jay

I could open this.

Please put this on the payment and allowance schedule that we get with every pay request.

Also

Give me what you think the total will be for the entire job will be

From: Deborah Kahn [mailto:deborahkahn@icloud.com]
Sent: Wednesday, February 13, 2013 9:22 AM
To: Henry Salzhauer

1022

Salzhauer - 002671

Subject: scan from jay

Hank,

Jay asked me to send this to you. He said you were having difficulty opening it. If it continues to give you difficulty, please let me know.

Thank you,
Deborah



Amy Salzhauer <amy.salzhauer@gmail.com>

Re: scan from jay

1 message

Deborah Kahn <deborahkahn@icloud.com>

Tue, Feb 19, 2013 at 11:51 AM

To: Henry Salzhauer <henry@benjaminpartners.com>

Cc: Jay Brown <jaylbrown@me.com>, "Amy McMarlin (Amy@post.harvard.edu)" <Amy@post.harvard.edu>

Hank,

I have attached the information you requested. I have adapted some of the titles so that there is no confusion that this is an estimate to complete and not a request for payment. If you have any questions, please don't hesitate to contact me or Jay.

Thank you,
Deborah

On Feb 19, 2013, at 11:29 AM, Henry Salzhauer <henry@benjaminpartners.com> wrote:

Deborah

Will I be getting this today?

Hank

From: Henry Salzhauer
Sent: Friday, February 15, 2013 2:19 PM
To: Deborah Kahn
Cc: Jay Brown; Amy McMarlin (Amy@post.harvard.edu)
Subject: Re: scan from jay

Thanks

Sent from my iPhone

On Feb 15, 2013, at 1:36 PM, "Deborah Kahn" <deborahkahn@icloud.com> wrote:

Hank,

I apologize, as I misunderstood your request. I will get the information from Jay for the cost to complete and apply that information as required. It shouldn't take long to complete, so Monday or Tuesday?

1024

Thank you again,

Deborah

Sent from my iPad

On Feb 15, 2013, at 12:09 PM, Henry Salzhauer <henry@benjaminpartners.com> wrote:

I do

I had sent you an email requesting that you incorporate the cost to complete into this schedule so that we could have an understanding of what the entire job would be at its end. We do not have this. The balance to finish has negative numbers and positive numbers.

Please collate those costs and give us an update so that we can say the entire anticipated cost is X dollars

Let me know when I can expect this.

From: Deborah Kahn [mailto:deborahkahn@icloud.com]
Sent: Friday, February 15, 2013 11:30 AM
To: Henry Salzhauer
Cc: Jay Brown; Amy McMarlin (Amy@post.harvard.edu)
Subject: Re: scan from jay

Hank,

I have attached the most current cost to date along with the current draw request. It is my understanding that Jay provided the cost to complete in a separate email. Please let me know if you have any questions.

Thank you,
Deborah

1025

On Feb 14, 2013, at 11:12 AM, Henry Salzhauer

Salzhauer - 002681

<henry@benjaminpartners.com> wrote:

Deborah

About when do you think you can
have this for me?

Hank

From: Henry Salzhauer
Sent: Wednesday, February 13, 2013 9:25 AM
To: 'Deborah Kahn'
Subject: RE: scan from jay

I could open this.

Please put this on the payment and
allowance schedule that we get with
every pay request.

Also

Give me what you think the total will
be for the entire job will be

From: Deborah Kahn [mailto:deborahkahn@icloud.com]
Sent: Wednesday, February 13, 2013 9:22 AM
To: Henry Salzhauer
Subject: scan from jay

Hank,

Jay asked me to send this to you. He said you were
having difficulty opening it. If it continues to give you
difficulty, please let me know.

Thank you,
Deborah

5/21/2014

Gmail - Re: scan from jay

 213K

1027

CONTINUATION SHEET

AIA DOCUMENT G703

This is a cost to complete estimate only and does not reflect actual costs nor is this a request for payment.

A	B	C	D	E	F	G		H
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN DORE)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)		BALANCE TO FINISH (C-G)
			FROM PREVIOUS APPLICATION (D + E)	1st to complete		\$	%	
1	PERMITS & INSURANCE	2,544.00	2,544.00		-	2,544.00	100%	-
2	PLAN REVIEW	993.00	-		-	-	0%	993.00
3	BUSINESS LICENSE	1,212.20	1,212.20		-	1,212.20	100%	-
4	BID EXPENSE	1,100.00	200.45		-	200.45	18%	899.55
5	PROJECT MANAGEMENT	10,000.00	5,000.00		-	5,000.00	50%	5,000.00
6	LABORERS	6,000.00	-		-	-	0%	6,000.00
7	TEMPORARY TOILETS	1,000.00	1,210.00	750.00	-	1,960.00	196%	(960.00)
8	TRASH REMOVAL	5,000.00	7,387.60	2,250.00	-	9,637.60	193%	(4,637.60)
9	CLEAN	3,500.00	200.00	3,000.00	-	3,200.00	91%	300.00
10	ADMINISTRATIVE / ACCOUNTING	3,000.00	3,400.00		-	3,400.00	113%	(400.00)
11	OVERHEAD / PROFIT	30,000.00	77,363.55	31,100.00	-	108,463.55	362%	(78,463.55)
12	DEMOLITION	12,000.00	14,400.00		-	14,400.00	120%	(2,400.00)
13	TURNKEY FOUNDATION	3,516.00	3,516.00		-	3,516.00	100%	-
14	STRUCTURAL METAL	2,750.00	682.77		-	682.77	25%	2,067.23
15	WOOD FRAMING	22,000.00	64,727.45		-	64,727.45	294%	(42,727.45)
16	INTERIOR TRIM	6,500.00	2,693.04	14,500.00	-	17,193.04	265%	(10,693.04)
17	PORCH & RAILING PACKAGE: STAINLESS STEEL	3,000.00	1,808.61	5,000.00	-	6,808.61	227%	(3,808.61)
18	POOL DECK: PRESSURE TREATED	9,216.00	5,638.23		-	5,638.23	61%	3,577.77
19	CABINETS	30,000.00	16,398.50	35,000.00	-	51,398.50	171%	(21,398.50)
20	SIDING & EXTERIOR TRIM	27,500.00	72,646.41		-	72,646.41	264%	(45,146.41)
21	DECKS & PORCHES: IPE & STAINLESS	6,580.00	2,315.02	4,500.00	-	6,815.02	104%	(235.02)
22	ROUGH CARPENTRY	27,000.00	56,843.40		-	56,843.40	211%	(29,843.40)
23	INTERIOR CARPENTRY	50,000.00	-	50,000.00	-	50,000.00	100%	-
24	FLASHING & WATERPROOFING	5,000.00	1,587.95		-	1,587.95	32%	3,412.05
25	INSULATE - F/W/P	14,000.00	11,348.00	12,500.00	-	23,848.00	170%	(9,848.00)
26	MEMBRANE ROOFING	600.00	6,000.00		-	6,000.00	1000%	(5,400.00)
27	FLASHING & SHEET METAL: BEDROOM 2 ONLY	4,500.00	7,459.56		-	7,459.56	166%	(2,959.56)
28	SCREEN DOORS	1,100.00	-	6,200.00	-	6,200.00	564%	(5,100.00)
29	EXTERIOR DOORS: ALUMINUM CLAD	22,010.00	-		-	-	0%	22,010.00
30	INTERIOR DOORS	7,000.00	-	10,000.00	-	10,000.00	143%	(3,000.00)
31	OPERABLE WINDOWS: PHASE 1 & 2 IMPACT	50,939.00	60,045.59		-	60,045.59	118%	(9,106.59)
32	FINISH HARDWARE	4,000.00	-	6,000.00	-	6,000.00	150%	(2,000.00)
33	STUCCO	6,800.00	3,900.00	7,800.00	-	11,700.00	172%	(4,900.00)
34	DRYWALL	7,500.00	-	13,500.00	-	13,500.00	180%	(6,000.00)
35	CERAMIC TILE	5,000.00	-	12,000.00	-	12,000.00	240%	(7,000.00)
36	MARBLE / SLATE / GRANITE	12,000.00	4,932.06	15,000.00	-	19,932.06	166%	(7,932.06)
37	WOOD FLOORING	10,500.00	19,481.52	10,500.00	-	29,981.52	286%	(19,481.52)
38	PAINTING	45,000.00	6,300.00	48,700.00	-	55,000.00	122%	(10,000.00)
39	TILING	8,500.00	500.00	11,500.00	-	12,000.00	141%	(3,500.00)
40	SHELVING	1,500.00	-		-	-	0%	1,500.00
41	MEDICINE CABINETS	1,500.00	-	2,500.00	-	2,500.00	167%	(1,000.00)
42	MIRRORS	1,500.00	-		-	-	0%	1,500.00
43	GLASS SHOWER DOOR	1,700.00	-		-	-	0%	1,700.00
44	KITCHEN EQUIPMENT	16,000.00	9,984.75	10,000.00	-	19,984.75	125%	(3,984.75)
45	FURNITURE, FIXTURES, EQUIPMENT: FIRE LADDER	750.00	-		-	-	0%	750.00
46	PLUMBING	8,000.00	18,068.00	4,500.00	-	22,568.00	282%	(14,568.00)
47	PLUMBING FIXTURES	7,000.00	3,103.62	12,000.00	-	15,103.62	216%	(8,103.62)
48	GAS PIPING SYSTEM	3,020.00	-		-	-	0%	3,020.00
49	HVAC	4,700.00	17,920.00	3,000.00	-	20,920.00	445%	(16,220.00)

50	ELECTRICAL	12,000.00	23,700.00	13,500.00	-	37,200.00	310%	(25,200.00)
51	INTERIOR LIGHT FIXTURES	7,500.00	6,518.60	7,500.00	-	14,018.60	187%	(6,518.60)
52	EXTERIOR LIGHT FIXTURES	5,200.00	-	7,500.00	-	7,500.00	144%	(2,300.00)
53	ALARM SYSTEM	3,900.00	8,602.10	2,000.00	-	10,602.10	272%	(6,702.10)
54	DESIGN	-	2,115.00	-	-	2,115.00	#DIV/0!	(2,115.00)
55	PUNCHLIST ALLOWANCES	-	3,626.54	15,000.00	-	18,626.54	#DIV/0!	(18,626.54)
56	FASTNERS, NAILS & SCREWS	-	4,112.92	3,000.00	-	7,112.92	#DIV/0!	(7,112.92)
57	BAND BOARD	-	2,000.00	-	-	2,000.00	#DIV/0!	(2,000.00)
58	OVERHEAD DOOR	-	15,727.08	3,000.00	-	18,727.08	#DIV/0!	(18,727.08)
59	ACOUSTICAL CEILING	-	9,000.00	-	-	9,000.00	#DIV/0!	(9,000.00)
60	ROOFING	-	11,300.00	-	-	11,300.00	#DIV/0!	(11,300.00)
61	EQUIPMENT EXPENSE	-	600.00	-	-	600.00	#DIV/0!	(600.00)
TOTALS		543,130.20	598,120.52	383,300.00	\$ -	981,420.52	181%	(438,290.32)

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity



Amy Salzhauer <amy.salzhauer@gmail.com>

RE: scan from jay

1 message

Henry Salzhauer <henry@benjaminpartners.com>

Tue, Feb 19, 2013 at 3:23 PM

To: Deborah Kahn <deborahkahn@icloud.com>

Cc: Jay Brown <jaylbrown@me.com>, "Amy McMarlin (Amy@post.harvard.edu)" <Amy@post.harvard.edu>

Deborah

When can I have this number?

Hank

From: Henry Salzhauer**Sent:** Tuesday, February 19, 2013 12:11 PM**To:** 'Deborah Kahn'**Cc:** Jay Brown; Amy McMarlin (Amy@post.harvard.edu)**Subject:** RE: scan from jay

Deborah.

What is the entire job expected to cost.

One number. Please.

I can't make that out from your adds and subtracts

From: Deborah Kahn [mailto:deborahkahn@icloud.com]**Sent:** Tuesday, February 19, 2013 11:52 AM**To:** Henry Salzhauer**Cc:** Jay Brown; Amy McMarlin (Amy@post.harvard.edu)**Subject:** Re: scan from jay

Hank,

1030

Salzhauer - 002707

I have attached the information you requested. I have adapted some of the titles so that there is no confusion that this is an estimate to complete and not a request for payment. If you have any questions, please don't hesitate to contact me or Jay.

Thank you,
Deborah

On Feb 19, 2013, at 11:29 AM, Henry Salzhauer <henry@benjaminpartners.com> wrote:

Deborah

Will I be getting this today?

Hank

From: Henry Salzhauer
Sent: Friday, February 15, 2013 2:19 PM
To: Deborah Kahn
Cc: Jay Brown; Amy McMarlin (Amy@post.harvard.edu)
Subject: Re: scan from jay

Thanks

Sent from my iPhone

On Feb 15, 2013, at 1:36 PM, "Deborah Kahn" <deborahkahn@icloud.com> wrote:

Hank,

I apologize, as I misunderstood your request. I will get the information from Jay for the cost to complete and apply that information as required. It shouldn't take long to complete, so Monday or Tuesday?

Thank you again,

Deborah

Sent from my iPad

On Feb 15, 2013, at 12:09 PM, Henry Salzhauer <henry@benjaminpartners.com> wrote:

I do

1031

Salzhauer - 002708

I had sent you an email requesting that you incorporate the cost to complete into this schedule so that we could have an understanding of what the entire job would be at its end. We do not have this. The balance to finish has negative numbers and positive numbers.

Please collate those costs and give us an update so that we can say the entire anticipated cost is X dollars

Let me know when I can expect this.

From: Deborah Kahn [mailto:deborahkahn@icloud.com]
Sent: Friday, February 15, 2013 11:30 AM
To: Henry Salzhauer
Cc: Jay Brown; Amy McMarlin (Amy@post.harvard.edu)
Subject: Re: scan from jay

Hank,

I have attached the most current cost to date along with the current draw request. It is my understanding that Jay provided the cost to complete in a separate email. Please let me know if you have any questions.

Thank you,
Deborah

On Feb 14, 2013, at 11:12 AM, Henry Salzhauer
<henry@benjaminpartners.com> wrote:

Deborah

About when do you think you can have this for me?

Hank

From: Henry Salzhauer
Sent: Wednesday, February 13, 2013 9:25 AM
To: 'Deborah Kahn'
Subject: RE: scan from jay

I could open this.

Please put this on the payment and allowance schedule that we get with every pay request.

Also

Give me what you think the total will be for the entire job will be

From: Deborah Kahn [mailto:deborahkahn@icloud.com]
Sent: Wednesday, February 13, 2013 9:22 AM
To: Henry Salzhauer
Subject: scan from jay

Hank,

Jay asked me to send this to you. He said you were having difficulty opening it. If it continues to give you difficulty, please let me know.

Thank you,
Deborah



Amy Salzhauer <amy.salzhauer@gmail.com>

RE: scan from jay

1 message

Henry Salzhauer <henry@benjaminpartners.com>

Tue, Feb 19, 2013 at 4:15 PM

To: Deborah Kahn <deborahkahn@icloud.com>

Cc: Jay Brown <jaylbrown@me.com>, "Amy McMarlin (Amy@post.harvard.edu)" <Amy@post.harvard.edu>, Henry Salzhauer <henry@benjaminpartners.com>

Jay

I'm not sure if Deborah understands what I am trying to get, and that is the one number that shows about what the entire job will

cost.

Can you please help her with this, if indeed, I didn't make it clear.

Thanks to you both.

hank

From: Deborah Kahn [mailto:deborahkahn@icloud.com]**Sent:** Tuesday, February 19, 2013 11:52 AM**To:** Henry Salzhauer**Cc:** Jay Brown; Amy McMarlin (Amy@post.harvard.edu)**Subject:** Re: scan from jay

Hank,

I have attached the information you requested. I have adapted some of the titles so that there is no confusion that this is an estimate to complete and not a request for payment. If you have any questions, please don't hesitate to contact me or Jay.

Thank you,
Deborah

On Feb 19, 2013, at 11:29 AM, Henry Salzhauer <henry@benjaminpartners.com> wrote:

Deborah

1034

Salzhauer - 002711



Amy Salzhauer <amy.salzhauer@gmail.com>

FW: Re:

1 message

Henry Salzhauer <henry@benjaminpartners.com>

Fri, Feb 22, 2013 at 3:07 PM

To: Jay Brown <jaylbrown@me.com>

Cc: "Amy McMarlin (Amy@post.harvard.edu)" <Amy@post.harvard.edu>

Jay

Two more things to take your time from other things

One- the finish date for the house. Be realistic, please.

Two- Do you have any realistic idea of what the entire Coleman project will cost? And what are the chances of it's coming to fruition?

We are trying to allocate capital here.

Hank

From: Henry Salzhauer**Sent:** Friday, February 22, 2013 12:30 PM**To:** 'Jay Brown'; Deborah Kahn**Subject:** RE: Re:

Jay

What about my suggestion starting with the estimate for PHASE 1&2 as the left column, and a column for adds and subtracts from those plans, and a column showing the total for the work, going further to the right billed to date, and the last column would be left to complete.

Hank

1035

Salzhauer - 002716

From: Jay Brown [mailto:jaylbrown@me.com]
Sent: Friday, February 22, 2013 11:05 AM
To: Henry Salzhauer; Deborah Kahn
Subject: Re:

Hank- Deb and I are trying to figure this out to make it simple. On your cost control AIA document, build a new one that has total estimated job cost in the left column. And the column to the right a actual column? Deb, what do you think?????

On Feb 22, 2013, at 7:18 AM, Henry Salzhauer <henry@benjaminpartners.com> wrote:

Jay

It occurs to me that the process of understanding the entire cost is perhaps going at it rear end backwards.

The estimate from which you have been billing does not represent the job that was done.

Perhaps it makes more sense to take the estimate that was for both phases 1 & 2 and start from there with any adds and deducts from the plans on which that estimate was based.

I think it would make life much simpler.

What do you think?

Hank



Amy Salzhauer <amy.salzhauer@gmail.com>

RE: Re:

1 message

Henry Salzhauer <henry@benjaminpartners.com>

Mon, Feb 25, 2013 at 5:07 PM

To: Jay Brown <jaylbrown@me.com>

Cc: "Amy McMarlin (Amy@post.harvard.edu)" <Amy@post.harvard.edu>

Jay

As you can imagine, I'm not happy with the finish date.

The last time we had one, the date was end of March.

What is missing from the job that is holding it up?

I know some bathroom tile is not yet there, but that holds up some finish in one bathroom.

Please tell me what else is missing that is preventing the job from moving?

And what changes are there that have been made?

On Coleman Blvd

Is the restaurant happy with the quantity of parking realizing that it will be shared with other tenants?

Hank

From: Jay Brown [mailto:jaylbrown@me.com]
Sent: Monday, February 25, 2013 4:55 PM
To: Henry Salzhauer
Subject: Re:

I am shooting for the first of May if there are no other changes and supplies can get here asap. Coleman Blvd project is around \$8-\$9 m with the parking deck. I am working on leases now. We should make a offer on the property as soon as we can. The owner is highly motivated. Also the contract across the street besides Starbucks fell through.

JB

On Feb 25, 2013, at 4:43 PM, Henry Salzhauer <henry@benjaminpartners.com> wrote:

Jay

Please

The finish date.

Hank

From: Henry Salzhauer
Sent: Friday, February 22, 2013 3:05 PM
To: 'Jay Brown'
Cc: Amy McMarlin (Amy@post.harvard.edu)
Subject: FW: Re:

Jay

Two more things to take your time from other things

One- the finish date for the house. Be realistic, please.

Two- Do you have any realistic idea of what the entire Coleman project will cost? And what are the chances of it's coming to fruition?

1038

Salzhauer - 002723



Amy Salzhauer <amy.salzhauer@gmail.com>

RE: Flagg Update

1 message

Henry Salzhauer <henry@benjaminpartners.com>

Wed, Feb 27, 2013 at 9:27 AM

To: Jay Brown <jaylbrown@me.com>

Cc: "Amy McMarlin (Amy@post.harvard.edu)" <Amy@post.harvard.edu>

Thanks, Jay

What does that mean in terms of a firm schedule?

Hank

From: Jay Brown [mailto:jaylbrown@me.com]**Sent:** Wednesday, February 27, 2013 7:55 AM**To:** Henry Salzhauer**Cc:** Jay Brown; Amy McMarlin (Amy@post.harvard.edu)**Subject:** Re: Flagg Update

Hank, we are on track and over the selection hurdles. We are getting the walls closed up next week and on a fast track to wrapping it up.

On Feb 27, 2013, at 6:18 AM, Henry Salzhauer <henry@benjaminpartners.com> wrote:

Jay

The electrical work is not a good story, but that is not the whole problem by far with the prosecution of the job. I am not there but I am somewhat aware of various things that were not done on the part of your people.

Now is not the time for "he says, she says".

The extra work Amy caused she will pay for. I would be less than frank if I didn't say that I am concerned that the extra work not caused by her gets put into other costs. (one thing you will know from me in our relationship is

1039

Salzhauer - 002736

you will always know my honest thoughts.)

Anyhow the time now is how to get the job back onto a track that gets it well built in as rapid a manner as possible.

Amy intends to review the costs on the job with Deborah in an attempt to get that resolved.

I'm not sure whether all of the facts are correct here so I'm not sure if I should send it, but I'm going to anyhow because it really can't hurt.

If I'm wrong, I'll be glad to say, I'm sorry.

Hank

From: Jay Brown [mailto:jaylbrown@me.com]

Sent: Tuesday, February 26, 2013 5:45 PM

To: Henry Salzhauer

Subject: Flagg Update

Hank, we are just as anxious to get Amy in as you are. This week we are getting rough finals (except electrical) see below. Cortney and myself are coordinating daily and almost at a point without anymore decisions. We are at full speed once these wall are closed up... Thanks man

Begin forwarded message:

From: barry@brlelectric.com

Subject: [FWD: 1859 flag]

Date: February 26, 2013 6:58:17 AM EST

To: barry@brlelectric.com, Jay Brown <jaylbrown@me.com>

Good morning Jay

1040

Salzhauer - 002737

We constantly try to complete any of our project on or before expected completion date as part of our partnership with our contractors for efficiency to our customers for their project. The delay on this project for our rough in inspection is due to our weekly and even daily re designs by multiple coordinators we are told to respond to. We constantly strive to give our customers the attention to detail they are paying for. After yesterdays meeting with Albert(project supervisor), Amy(owner), and Cortney(interior designer) I received a call from Albert about once again rewiring of completed items for inspections because of a new thought from Amy/Courtney for multiple area. I asked Albert to send me an idea of whats been going on. Attached was his minutes for the meetings. I appreciate the forward motion needed to keep this project going with proper inspections. We have to be done with all changes to our wiring for an inspection request to be submitted. Albert is to have another meeting today again with Courtney for final changes to 1st floor now. We still are not sure about garage area due to conflict about lay out of switches, lighting, appliances,etc.

I am sorry for the delay.

Sincerely

Barry R. Lingenfelter

----- Original Message -----

Subject: 1859 flag

From: albert brown <alrobee77@gmail.com>

Date: Tue, February 26, 2013 3:45 am

To: Barry Lingenfelter <barry@brlelectric.com>

Upon Courtney Bishop joining the team we had all lighting in the living room dinning room kitchen butlers pantry and bedrooms were done as to a combination of Linda's plan and original plans. Upon first walk through with Amy and Courtney the size of cans was questioned in living and dinning room. In Amelia's room we were asked to remove the three can lights and install a sconce beside her bed switched below it and at the door. After Courtney verified the type of lights to be used in the first floor living area we were given a new lighting lay out that moved all the lights we had up we added 5 wall wash cans removed 2 art lights added a sconce switched with current sconces in dining area. In the living room it changes to 8 can 4 on one switch and 4 on a second switch. We changed all kitchen cans to 4 in low volt. When on walk through with Courtney and Amy for final approval for Amelia's room before cut in for inspection it was requested that we eliminate the sconce and switch by the bed and add three 4" cans in the room and move the other two sconces. Then after changes were complete and doing final walk through on 2-23 I was asked to add 3 three way switches over beside the bed location and add a switch for a fiber optic ceiling tile

In the other bed room we were told that the two can light were to be eliminated then on a later walk through we were told to make them work so we fished with through finished working to make them work. Then on last walk through we were asked to add three switches for all lighting control by the bed and move three different outlets in the room. Inter master bedroom we have added cove lighting and lighting in book shelves. We added three way switches to control the flood lights from bed room and from two other locations in the house. In the master bath room we have changed all can lights out to 4 in moved cans around to realign for larger shower moved vanity lights and added another switch leg for cans over the sinks. In the office we have added cove lights and cabinet lights we added a second desk location And power above shelves for future cabinet light

In guest house bathrooms we have changed from vanity lights to 4" cans over the vanities we relocated a hall ceiling light to be mounted on wall.



Amy Salzhauer <amy.salzhauer@gmail.com>

Re:

1 message

Amy Salzhauer <amy.salzhauer@gmail.com>

Sat, Mar 2, 2013 at 12:00 PM

To: Henry Salzhauer <henry@benjaminpartners.com>

Cc: Jay Brown <jaylbrown@me.com>, "Amy McMarlin (Amy@post.harvard.edu)" <Amy@post.harvard.edu>, Henry Salzhauer <henry@benjaminpartners.com>, Cortney Bishop <cortneybishop@me.com>

Jay,

I am reading Dad's email. I really don't have much faith in Vanh: there have been large and small construction errors that have been made that were squarely his responsibility to prevent or rectify that were instead found by....me.

And I don't have any construction experience.

I know you have five other houses under construction and ours is your smallest project. I would really like a different foreman to be assigned to our job for the remainder, so that the details of this project will come out right, and for Vanh to go on to a different project. Is this possible?

Thank you,

Amy

Please excuse any undue brevity or typing errors: this was typed on a telephone. Thank you.

On Mar 1, 2013, at 8:31 PM, Henry Salzhauer <henry@benjaminpartners.com> wrote:

Jay

Please pay careful attention to the way the sheet rock is going up in terms of:

The quality of the work and the seams so that they are not dependent on the tape and spackle to fill sloppy joints

The acoustical isolation and the installation of the sound battings.

Thanks since this can really make a difference in the livability of the house and I don't have a lot of faith in the foreman to watch this.

Hank

1042

Salzhauer - 002740



Amy Salzhauer <amy.salzhauer@gmail.com>

(no subject)

1 message

Henry Salzhauer <henry@benjaminpartners.com>

Tue, Mar 12, 2013 at 11:04 AM

To: Jay Brown <jaylbrown@me.com>

Cc: "Amy McMarlin (Amy@post.harvard.edu)" <Amy@post.harvard.edu>

I need to have a phone call with you and Amy about the billing

In line with that, this job seems to have gotten to a Time and Material basis with no regards to the pricing you gave us. That was not the intention.

I may be mistaken about that and that is what I want to discuss.

Also Please have Deborah set this last requisition up against the projected cost to the end of the job, so we know where we are.

Deborah and you may know, but I don't. Also, I am not agreeing that the cost projections are correct.

It is imperative that Amy sits down with you, with the cost projection for the entire job that you had estimated and that you show where the changes and extra work are that have taken it to the present cost.

Next

I do expect the schedule of completion agreed to by each of the contractors certainly by the end of this week.

Hank



Amy Salzhauer <amy.salzhauer@gmail.com>

(no subject)

1 message

Henry Salzhauer <henry@benjaminpartners.com>

Thu, Mar 14, 2013 at 3:35 PM

To: Jay Brown <jaylbrown@me.com>

Cc: "Amy McMarlin (Amy@post.harvard.edu)" <Amy@post.harvard.edu>

Jay

Again, please have Deborah set the last requisition up against the projected finished total costs so that I can understand it.

Is Coleman B'lv'd still alive?

Hank

RECEIVED

Sep 11 2020

SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

The Honorable Henry W. Brown
Special Referee

Appellate Case Number 2019-000513

Brown Contractors, LLC, under S.C. Residential Builders License No. 20378, ...
.....Appellant/Respondent,

v.

Andrew Joseph McMarlin a/k/a Andrew Joseph McMarlin and Amy Salzhauer, ...
.....Respondents/Appellants.

And

Andrew McMarlin and Amy Salzhauer, ...Respondents/Appellants,

v.

James Brown, IV and Brown-Meihaus Construction Co., LLC, ...Third-Party Defendants.

CERTIFICATE OF COUNSEL

The undersigned hereby certifies that the Record on Appeal (Volume 3, Supplement to Record on Appeal) contains all materials proposed to be included by any of the parties and not other materials.

s/Robert T. Lyles, Jr.

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September 11, 2020