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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM HORRY COUNTY
Court of Common Pleas
John M. Milling, Special Referee

Case Nos. 2009-CP-26-10053 & 2009-CP-26-11862
Appellate Case No. 2013-001281

Harleysville Group Insurance, a Pennsylvania corporation,..... Appellant/Respondent,

v.

Heritage Communities, Inc., a South Carolina corporation; Heritage Magnolia North, Inc., a South Carolina corporation; Buildstar Corporation, a South Carolina corporation; Magnolia North Horizontal Property Regime; Magnolia North Property Owners Association, Inc., a South Carolina corporation, and National Surety Corp.,..... Defendants,

Of whom Heritage Communities, Inc., a South Carolina corporation; Heritage Magnolia North, Inc., a South Carolina corporation; Heritage Riverwalk, a South Carolina corporation; Buildstar Corporation, a South Carolina corporation, and National Surety Corp. and Tony L. Pope and Lynn Pope, individually and representing as a class all unit owners at Riverwalk at Arrowhead Country Club Horizontal Property Regime are ..... Respondents,

And Magnolia North Horizontal Property Regime, Magnolia North Property Owners Assoc., Inc., a South Carolina corporation and Riverwalk at Arrowhead Country Club Horizontal Property Regime; Riverwalk at Arrowhead Country Club Property Owners Association, Inc. are ..... Respondents/Appellants.

CONSOLIDATED RECORD ON APPEAL
VOLUME FIVE

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Country Club Horizontal Property
Regime; and Riverwalk at Arrowhead
Country Club Property Owners
Association, Inc.

HARLEYSVILLE GROUP INS. V HERITAGE COMMUNITIES
Consolidated Case No. 2013-001281

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Certificate of Counsel

F.E. BAIDEN & ASSOCIATES, LLC

General Contracting / Consulting

September 28, 2010

Mr. Bob Calamari
MG & C Law Firm
2411 Oak Street, Suite 401
Myrtle Beach, S.C. 29577

Re: Harleysville vs. Riverwalk

Dear Bob,

Attached for your review and records is our cost estimate for the repairs at Riverwalk Phase I & Phase II. We've included a breakdown for improper work repair cost and a cost for the repair of damaged work. We've based our pricing on information gathered from site visits, field dimensions and review of the documents you provided.

Scope of Work:

Items Included:

General Requirements
Window & Masonry Repair
Interior Window Repair
Walkway Repairs
Balcony Repairs
Drywall (where required)
Exterior Trim Repairs
Exterior Caulking
Draft Stop Wall Repairs
Stair Bearing Repairs
Draft Stop Wall Repairs
Equipment Rentals
Supervision
Construction Clean Up
Building Permit

Items Not Included:

Performance & Payment Bonds
Water, Sewer, Tap & Impact Fees
Special Inspections
Builder's Risk Insurance
Testing
Temporary Utilities

We hope the enclosed information is useful and look forward to working with you in the future, should you have any questions or require additional information do not hesitate to contact me.

Sincerely,

F.E. BAIDEN & ASSOCIATES, LLC

Tripp Baiden

801 Seaboard Street, Myrtle Beach, S.C. 29577

PROJECT:	Riverwalk Phase I & II					
AREA:	19 Bldgs. 295,500 sf +/-					
DATE:	1-Sep-10					
	PHASE ONE		3,748,312.23			
	PHASE TWO		186,035.09			
	SUBTOTAL		3,934,347.32			
	OVERHEAD	6%	236,060.84			
	SUBTOTAL		4,170,408.16			
	PROFIT	4%	157,373.89			
	SUBTOTAL		4,327,782.05			
	PERFORMANCE BOND	0%	n/a			
	SUBTOTAL		4,327,782.05			
	CONTINGENCY	3%	138,725.95			
	SUBTOTAL		4,466,508.00			
	ADJUSTMENTS		275,000.00			
	BID TOTAL		4,741,508.00		$ 16.05	PER SF
					$ 249,553.05	PER BLD.
	ADJUSTMENTS:					
1	Add Arch. & Eng. Fees if Required	250,000.00				
2		-				
3		-				
4		-				
5		-				
6		-				
7		-				
8		-				
9		-				
10		-				
	SUBTOTAL	250,000.00				
	FEE	25,000.00	10%			
	SUBTOTAL	275,000.00				
	BOND COST	-	0%			
	TOTAL ADJUSTMENTS	275,000.00				
	BUILDING SQ. FT.	295500				
	NUMBER OF BLDGS.	19				

BUILDING: Riverwalk Phase I
PHASE: GENERAL RECAP

NO.	ITEM	MATERIAL AMOUNT	LABOR AMOUNT	SUBCONTRACT AMOUNT	TOTAL AMOUNT	COST PER SQ. FT.	COST PER BUILDING
1	GENERAL CONDITIONS	44,000.00	8,000.00	96,875.00	148,875.00	0.56	8,757.35
2	PILE CUT-OFF	n/a	n/a	n/a	n/a	n/a	n/a
3	CONCRETE FOOTINGS	n/a	n/a	n/a	n/a	n/a	n/a
4	SLAB ON GRADE	n/a	n/a	n/a	n/a	n/a	n/a
5	FORMED CONCRETE	n/a	n/a	n/a	n/a	n/a	n/a
6	WINDOW / MASONRY REPAIRS	1,258,822.80	120,921.00	469,200.00	1,848,943.80	6.99	108,761.40
7	INTERIOR WINDOW REPAIRS	7,933.56	89,250.00	11,594.00	108,777.56	n/a	n/a
8	WALKWAY REPAIRS	53,108.85	88,818.20	80,376.00	222,303.05	0.84	13,076.65
9	BALCONY REPAIRS	56,385.60	124,508.00	105,468.00	286,361.60	1.08	16,844.80
10	DRYWALL	incl. above	incl. above	incl. above	incl. above	incl. above	incl. above
11	EXTERIOR TRIM REPAIRS	157,158.20	131,104.00	34,000.00	322,262.20	1.22	18,956.60
12	EXTERIOR CAULKING	37,570.00	48,620.00	-	86,190.00	0.33	5,070.00
13	STAIR BEARING REPAIR	2,074.00	2,244.00	-	4,318.00	0.02	254.00
14	DRAFT STOP WALL REPAIR	306.00	1,632.00	-	1,938.00	0.01	114.00
15	EQUIPMENT RENTAL	65,000.00	8,500.00	2,200.00	75,700.00	incl. in ph. 1	incl. in ph. 1
16	SUPERVISION	-	193,140.00	-	193,140.00	0.73	incl. in ph. 1
17	CLEAN UP	13,000.00	5,000.00	30,940.00	48,940.00	0.19	2,878.82
18	MISCELLANEOUS SUBS	-	-	59,500.00	59,500.00	0.23	3,500.00
19	SALES TAX	135,628.72	-	-	135,628.72	0.51	7,978.16
20	LABOR OVERHEAD	-	205,434.30	-	205,434.30	0.78	12,084.37
	PROJECT TOTALS	1,830,987.73	1,027,171.50	890,153.00	3,748,312.23	13.48	198,276.16

264384 SQ. FT
17 BUILDINGS

BUILDING	Riverwalk Phase I									
PHASE:	01 GENERAL CONDITIONS									
				MATERIAL		LABOR		SUBCONTRACT		TOTAL
NO.	ITEM	QUANTITY	UNIT	RATE	AMOUNT	RATE	AMOUNT	RATE	AMOUNT	AMOUNT
1	Building Permit (5m)	1	ls	0.00	-	0.00	-	10660.00	10,660.00	10,660.00
2	Plan Checking Fee	1	ls	0.00	-	0.00	-	5330.00	5,330.00	5,330.00
3	Business License (5)	1	ls	0.00	-	0.00	-	5285.00	5,285.00	5,285.00
4	Tap & Impact Fees	0		0.00	n/a	0.00	n/a	0.00	n/a	n/a
5	Liability & Umbrella Insurance	5000	thous.	0.00	-	0.00	-	13.32	66,600.00	66,600.00
6	Subcontractor Bonds	0		0.00	n/a	0.00	n/a	0.00	n/a	n/a
7	Plan Printing	0		0.00	n/a	0.00	n/a	0.00	n/a	n/a
8	Concrete Testing	0		0.00	n/a	0.00	n/a	0.00	n/a	n/a
9	Soil Testing	0		0.00	n/a	0.00	n/a	0.00	n/a	n/a
10	Special Inpections / Testing	0		0.00	by owner	0.00	by owner	0.00	by owner	by owner
11	Engineering & Architectural Fees	1	ls	0.00	see adjust.	0.00	see adjust.	0.00	see adjust.	see adjust.
12	Monitor Test Pile	0		0.00	n/a	0.00	n/a	0.00	n/a	n/a
13	Temporary Lights & Power	0		0.00	by owner	0.00	by owner	0.00	by owner	by owner
14	Temporary Water	0		0.00	by owner	0.00	by owner	0.00	by owner	by owner
15	Jobsite Telephones	20	mos	0.00	-	0.00	-	200.00	4,000.00	4,000.00
16	Temporary Toilets	20	mos	375.00	7,500.00	0.00	-	0.00	-	7,500.00
17	Temporary Heat	0		0.00	n/a	0.00	n/a	0.00	n/a	n/a
18	Misc. Job Overhead	1	ls	15000.00	15,000.00	0.00	-	0.00	-	15,000.00
19	Safety	0		5000.00	-	0.00	-	0.00	-	-
20	Field Office Rental	20	mos	350.00	7,000.00	0.00	-	0.00	-	7,000.00
21	Field Office Utilities	20	mos	0.00	-	0.00	-	250.00	5,000.00	5,000.00
22	Storage Trailer Rental	20	mos	125.00	2,500.00	0.00	-	0.00	-	2,500.00
23	Temporary Fencing	0		0.00	n/a	0.00	n/a	0.00	n/a	n/a
24	Project Photos	1	ls	1500.00	1,500.00	0.00	-	0.00	-	1,500.00
25	Project Watchman	0		0.00	n/a	0.00	n/a	0.00	n/a	n/a
26	Access Roads	0		0.00	n/a	0.00	n/a	0.00	n/a	n/a
27	Lay Out	0		0.00	n/a	0.00	n/a	0.00	n/a	n/a
28	Project Sign	0		0.00	n/a	0.00	n/a	0.00	n/a	n/a
29	Safety Railings	0		0.00	-	0.00	-	0.00	-	-
30	Safety Walkways / Barricades	1	ls	1500.00	1,500.00	1500.00	1,500.00	0.00	-	3,000.00
31	Punch List	1	ls	5000.00	5,000.00	5000.00	5,000.00	0.00	-	10,000.00
32	Close Out Documents	1	ls	500.00	500.00	0.00	-	0.00	-	500.00
33	Temporay Weather Protection	1	ls	3500.00	3,500.00	1500.00	1,500.00	0.00	-	5,000.00
34		0		0.00	-	0.00	-	0.00	-	-
35		0		0.00	-	0.00	-	0.00	-	-
36		0		0.00	-	0.00	-	0.00	-	-
37		0		0.00	-	0.00	-	0.00	-	-
38		0		0.00	-	0.00	-	0.00	-	-
39		0		0.00	-	0.00	-	0.00	-	-
40		0		0.00	-	0.00	-	0.00	-	-
	TOTAL FOR 17 BUILDINGS				$44,000.00		$8,000.00		$96,875.00	$148,875.00

Consolidated ROA_1929

BUILDING	Riverwalk Phase I									
PHASE:	06 WINDOW / MASONRY REPAIRS									
				MATERIAL		LABOR		SUBCONTRACT		TOTAL
NO.	ITEM	QUANTITY	UNIT	RATE	AMOUNT	RATE	AMOUNT	RATE	AMOUNT	AMOUNT
1	Remove Frieze & Misc. Trim	340	lf	0.00	-	1.00	340.00	0.00	-	340.00
2	Remove Downspouts	72	lf	0.00	-	1.00	72.00	0.00	-	72.00
3	Remove Brick Veneer	4176	sf	0.10	417.60	0.50	2,088.00	0.00	-	2,505.60
4	Remove Windows	16	each	0.00	-	50.00	800.00	0.00	-	800.00
5	Remove Damaged Sheathing	448	sf	0.00	-	0.50	224.00	0.00	-	224.00
6	Replace Damaged Sheathing	448	sf	0.60	268.80	0.75	336.00	0.00	-	604.80
7	Replace House Wrap	5400	sf	0.06	300.00	0.05	270.00	0.00	-	570.00
8	Re-Install Windows	24	each	0.00	-	35.00	840.00	6.25	150.00	990.00
9	Install Brick Lintels	24	each	275.00	6,600.00	15.00	360.00	0.00	-	6,960.00
10	Install Brick Veneer	4200	sf	5.56	23,352.00	0.08	336.00	6.25	26,250.00	49,938.00
11	Install Head & Sill Flashing	400	sf	1.50	600.00	0.75	300.00	0.00	-	900.00
12	Install Through Wall Flashing	140	sf	1.50	210.00	0.75	105.00	0.00	-	315.00
13	Clean Brick	4200	sf	0.25	1,050.00	0.15	630.00	0.00	-	1,680.00
14	Misc. Masonry Materials	1	ls	250.00	250.00	0.00	-	0.00	-	250.00
15	Re-Install Frieze & Misc. Trim	340	lf	0.00	-	1.00	340.00	0.00	-	340.00
16	Re-Install Downspouts	72	lf	0.00	-	1.00	72.00	0.00	-	72.00
17	Replacement Materials	1	ls	5000.00	5,000.00	0.00	-	0.00	-	5,000.00
18	Touch Up Painting	1	ls	0.00	-	0.00	-	1200.00	1,200.00	1,200.00
19	Install New Windows	24	each	1500.00	36,000.00	0.00	-	0.00	-	36,000.00
20		0		0.00	-	0.00	-	0.00	-	-
21		0		0.00	-	0.00	-	0.00	-	-
22		0		0.00	-	0.00	-	0.00	-	-
23		0		0.00	-	0.00	-	0.00	-	-
24		0		0.00	-	0.00	-	0.00	-	-
25		0		0.00	-	0.00	-	0.00	-	-
26		0		0.00	-	0.00	-	0.00	-	-
27		0		0.00	-	0.00	-	0.00	-	-
28		0		0.00	-	0.00	-	0.00	-	-
29		0		0.00	-	0.00	-	0.00	-	-
30		0		0.00	-	0.00	-	0.00	-	-
31		0		0.00	-	0.00	-	0.00	-	-
32		0		0.00	-	0.00	-	0.00	-	-
33		0		0.00	-	0.00	-	0.00	-	-
34		0		0.00	-	0.00	-	0.00	-	-
35		0		0.00	-	0.00	-	0.00	-	-
36		0		0.00	-	0.00	-	0.00	-	-
37		0		0.00	-	0.00	-	0.00	-	-
38		0		0.00	-	0.00	-	0.00	-	-
39		0		0.00	-	0.00	-	0.00	-	-
	TOTAL PER BLDG. PHASE 06				74,048.40		7,113.00		27,600.00	108,761.40
	TOTAL FOR 17 BUILDINGS				$1,258,822.80		$120,921.00		$469,200.00	$1,848,943.80

Consolidated ROA_1930

BUILDING:	Riverwalk Phase I									
PHASE:	07 INT. WINDOW REPAIRS									
				MATERIAL		LABOR		SUBCONTRACT		TOTAL
NO.	ITEM	QUANTITY	UNIT	RATE	AMOUNT	RATE	AMOUNT	RATE	AMOUNT	AMOUNT
1	Remove Drywall	24	each	0.00	-	50.00	1,200.00	0.00	-	1,200.00
2	Remove Damaged Insulation	144	sf	0.00	-	25.00	3,600.00	0.00	-	3,600.00
3	Remove Damaged Framing	228	bf	0.00	-	0.50	114.00	0.00	-	114.00
4	Replace Damaged Framing	228	bf	1.51	344.28	1.00	228.00	0.00	-	572.28
5	Replace Damaged Insulation	144	sf	0.35	50.40	0.25	36.00	0.00	-	86.40
6	Repalce Damaged Drywall	144	sf	0.50	72.00	0.50	72.00	3.00	432.00	576.00
7	Touch Up Painting	1	ls	0.00	-	0.00	-	250.00	250.00	250.00
8		0		0.00	-	0.00	-	0.00	-	-
9		0		0.00	-	0.00	-	0.00	-	-
10		0		0.00	-	0.00	-	0.00	-	-
11		0		0.00	-	0.00	-	0.00	-	-
12		0		0.00	-	0.00	-	0.00	-	-
13		0		0.00	-	0.00	-	0.00	-	-
14		0		0.00	-	0.00	-	0.00	-	-
15		0		0.00	-	0.00	-	0.00	-	-
16		0		0.00	-	0.00	-	0.00	-	-
17		0		0.00	-	0.00	-	0.00	-	-
18		0		0.00	-	0.00	-	0.00	-	-
19		0		0.00	-	0.00	-	0.00	-	-
20		0		0.00	-	0.00	-	0.00	-	-
21		0		0.00	-	0.00	-	0.00	-	-
22		0		0.00	-	0.00	-	0.00	-	-
23		0		0.00	-	0.00	-	0.00	-	-
24		0		0.00	-	0.00	-	0.00	-	-
25		0		0.00	-	0.00	-	0.00	-	-
26		0		0.00	-	0.00	-	0.00	-	-
27		0		0.00	-	0.00	-	0.00	-	-
28		0		0.00	-	0.00	-	0.00	-	-
29		0		0.00	-	0.00	-	0.00	-	-
30		0		0.00	-	0.00	-	0.00	-	-
31		0		0.00	-	0.00	-	0.00	-	-
32		0		0.00	-	0.00	-	0.00	-	-
33		0		0.00	-	0.00	-	0.00	-	-
34		0		0.00	-	0.00	-	0.00	-	-
35		0		0.00	-	0.00	-	0.00	-	-
36		0		0.00	-	0.00	-	0.00	-	-
37		0		0.00	-	0.00	-	0.00	-	-
38		0		0.00	-	0.00	-	0.00	-	-
39		0		0.00	-	0.00	-	0.00	-	-
	TOTAL PER BLDG. PHASE 07				466.68		5,250.00		682.00	6,398.68
	TOTAL FOR 17 BUILDINGS				$7,933.56		$89,250.00		$11,594.00	$108,777.56

Consolidated ROA_1931

BUILDING:	Riverwalk Phase I									
PHASE:	08 WALKWAY REPAIRS									
				MATERIAL		LABOR		SUBCONTRACT		TOTAL
NO.	ITEM	QUANTITY	UNIT	RATE	AMOUNT	RATE	AMOUNT	RATE	AMOUNT	AMOUNT
1	Remove Outdoor Carpet	85	sy	0.25	21.25	1.00	85.00	0.00	-	106.25
2	Remove Handrails	160	lf	0.00	-	3.00	480.00	0.00	-	480.00
3	Remove Downspouts	72	lf	0.00	-	1.00	72.00	0.00	-	72.00
4	Remove Damaged Sheathing	768	sf	0.10	76.80	0.50	384.00	0.00	-	460.80
5	Replace Damaged Sheathing	768	sf	1.00	768.00	0.50	384.00	0.00	-	1152.00
6	Apply Deckcoating	768	sf	0.00	-	0.00	-	3.50	2,688.00	2688.00
7	Re-Install Handrails	160	lf	0.50	80.00	3.00	480.00	0.00	-	560.00
8	Re-Install Downspouts	72	lf	0.25	18.00	1.00	72.00	0.00	-	90.00
9	Install Outdoor Carpet	102	sy	0.00	-	0.00	-	20.00	2,040.00	2040.00
10	Add Framing for Add'l Slope	1440	bf	0.60	864.00	1.50	2,160.00	0.00	-	3024.00
11	Install Edge Flashing	152	lf	3.50	532.00	1.00	152.00	0.00	-	684.00
12	Rough Hardware	1	ls	100.00	100.00	0.00	-	0.00	-	100.00
13	Remove Gyp. Bd. Ceilings	1944	sf	0.00	-	0.15	291.60	0.00	-	291.60
14	Install Expansion Joints	100	lf	1.00	100.00	1.00	100.00	0.00	-	200.00
15	Replace Gyp. Bd. Ceilings	2256	sf	0.25	564.00	0.25	564.00	0.00	-	1128.00
16		0		0.00	-	0.00	-	0.00	-	0.00
17		0		0.00	-	0.00	-	0.00	-	0.00
18		0		0.00	-	0.00	-	0.00	-	0.00
19		0		0.00	-	0.00	-	0.00	-	0.00
20		0		0.00	-	0.00	-	0.00	-	0.00
21		0		0.00	-	0.00	-	0.00	-	0.00
22		0		0.00	-	0.00	-	0.00	-	0.00
23		0		0.00	-	0.00	-	0.00	-	0.00
24		0		0.00	-	0.00	-	0.00	-	0.00
25		0		0.00	-	0.00	-	0.00	-	0.00
26		0		0.00	-	0.00	-	0.00	-	0.00
27		0		0.00	-	0.00	-	0.00	-	0.00
28		0		0.00	-	0.00	-	0.00	-	0.00
29		0		0.00	-	0.00	-	0.00	-	0.00
30		0		0.00	-	0.00	-	0.00	-	0.00
31		0		0.00	-	0.00	-	0.00	-	0.00
32		0		0.00	-	0.00	-	0.00	-	0.00
33		0		0.00	-	0.00	-	0.00	-	0.00
34		0		0.00	-	0.00	-	0.00	-	0.00
35		0		0.00	-	0.00	-	0.00	-	0.00
36		0		0.00	-	0.00	-	0.00	-	0.00
37		0		0.00	-	0.00	-	0.00	-	0.00
38		0		0.00	-	0.00	-	0.00	-	0.00
39		0		0.00	-	0.00	-	0.00	-	0.00
	TOTAL PER BLDG. PHASE 08				3,124.05		5,224.60		4,728.00	13076.65
	TOTAL FOR 17 BUILDINGS				$53,108.85		$88,818.20		$80,376.00	$222,303.05

Consolidated ROA_1932

BUILDING Riverwalk Phase I

PHASE: 09 BALCONY REPAIRS

NO.	ITEM	QUANTITY	UNIT	MATERIAL RATE	MATERIAL AMOUNT	LABOR RATE	LABOR AMOUNT	SUBCONTRACT RATE	SUBCONTRACT AMOUNT	TOTAL AMOUNT
1	Remove Screening	320	sf	0.25	80.00	1.00	320.00	0.00	-	400.00
2	Remove Handrails	160	lf	0.00	-	3.00	480.00	0.00	-	480.00
3	Remove Outdoor Carpet	114	sy	0.00	-	1.00	114.00	0.00	-	114.00
4	Remove Damaged Sheathing	1024	sf	0.10	102.40	0.50	512.00	0.00	-	614.40
5	Replace Damaged Sheathing	1024	sf	1.00	1,024.00	0.50	512.00	0.00	-	1536.00
6	Apply Deckcoating	1024	sf	0.00	-	0.00	-	3.50	3,584.00	3584.00
7	Re-Install Handrails	160	lf	0.50	80.00	3.00	480.00	0.00	-	560.00
8	Install Outdoor Carpet	131	sy	0.00	-	0.00	-	20.00	2,620.00	2620.00
9	Install Screening	320	sf	0.50	160.00	1.00	320.00	0.00	-	480.00
10	Install Edge Flashing	128	lf	3.50	448.00	10.00	1,280.00	0.00	-	1728.00
11	Add'l Framing for Slope	2204	bf	0.60	1,322.40	1.50	3,306.00	0.00	-	4628.40
12	Rough Hardware	1	ls	100.00	100.00	0.00	-	0.00	-	100.00
13		0		0.00	-	0.00	-	0.00	-	0.00
14		0		0.00	-	0.00	-	0.00	-	0.00
15		0		0.00	-	0.00	-	0.00	-	0.00
16		0		0.00	-	0.00	-	0.00	-	0.00
17		0		0.00	-	0.00	-	0.00	-	0.00
18		0		0.00	-	0.00	-	0.00	-	0.00
19		0		0.00	-	0.00	-	0.00	-	0.00
20		0		0.00	-	0.00	-	0.00	-	0.00
21		0		0.00	-	0.00	-	0.00	-	0.00
22		0		0.00	-	0.00	-	0.00	-	0.00
23		0		0.00	-	0.00	-	0.00	-	0.00
24		0		0.00	-	0.00	-	0.00	-	0.00
25		0		0.00	-	0.00	-	0.00	-	0.00
26		0		0.00	-	0.00	-	0.00	-	0.00
27		0		0.00	-	0.00	-	0.00	-	0.00
28		0		0.00	-	0.00	-	0.00	-	0.00
29		0		0.00	-	0.00	-	0.00	-	0.00
30		0		0.00	-	0.00	-	0.00	-	0.00
31		0		0.00	-	0.00	-	0.00	-	0.00
32		0		0.00	-	0.00	-	0.00	-	0.00
33		0		0.00	-	0.00	-	0.00	-	0.00
34		0		0.00	-	0.00	-	0.00	-	0.00
35		0		0.00	-	0.00	-	0.00	-	0.00
36		0		0.00	-	0.00	-	0.00	-	0.00
37		0		0.00	-	0.00	-	0.00	-	0.00
38		0		0.00	-	0.00	-	0.00	-	0.00
39		0		0.00	-	0.00	-	0.00	-	0.00
	TOTAL PER BLDG. PHASE 09				3,316.80		7,324.00		6,204.00	16844.80
	TOTAL FOR 17 BUILDINGS				$56,385.60		$124,508.00		$105,468.00	$286,361.60

Consolidated ROA_1933

BUILDING	Riverwalk Phase I									
PHASE:	11 EXTERIOR TRIM REPAIRS									
				MATERIAL		LABOR		SUBCONTRACT		TOTAL
NO.	ITEM	QUANTITY	UNIT	RATE	AMOUNT	RATE	AMOUNT	RATE	AMOUNT	AMOUNT
1	Remove Railings (@ stairs)	150	lf	0.00	-	3.00	450.00	0.00	-	450.00
2	Remove Columns Trim	2736	lf	0.10	273.60	0.50	1,368.00	0.00	-	1641.60
3	Install New Column Base Trim	70	lf	1.80	126.00	1.00	70.00	0.00	-	196.00
4	Install New Column Vert. Trim	2600	lf	2.65	6,890.00	1.00	2,600.00	0.00	-	9490.00
5	Install New Column Corner Trim	2600	lf	0.65	1,690.00	0.50	1,300.00	0.00	-	2990.00
6	Remove Hardi-Plank Siding	625	lf	0.00	-	1.00	625.00	0.00	-	625.00
7	Remove Arched Trim	112	lf	0.00	-	1.00	112.00	0.00	-	112.00
8	Reinstall Hardi Plank Siding	625	lf	0.00	-	1.00	625.00	0.00	-	625.00
9	Reinstall Arched Trim	112	lf	0.00	-	1.00	112.00	0.00	-	112.00
10	Rough Hardware	1	ls	250.00	250.00	0.00	-	0.00	-	250.00
11	Reinstall Railings	150	lf	0.10	15.00	3.00	450.00	0.00	-	465.00
12	Painting	1	ls	0.00	-	0.00	-	2000.00	2,000.00	2000.00
13		0		0.00	-	0.00	-	0.00	-	0.00
14		0		0.00	-	0.00	-	0.00	-	0.00
15		0		0.00	-	0.00	-	0.00	-	0.00
16		0		0.00	-	0.00	-	0.00	-	0.00
17		0		0.00	-	0.00	-	0.00	-	0.00
18		0		0.00	-	0.00	-	0.00	-	0.00
19		0		0.00	-	0.00	-	0.00	-	0.00
20		0		0.00	-	0.00	-	0.00	-	0.00
21		0		0.00	-	0.00	-	0.00	-	0.00
22		0		0.00	-	0.00	-	0.00	-	0.00
23		0		0.00	-	0.00	-	0.00	-	0.00
24		0		0.00	-	0.00	-	0.00	-	0.00
25		0		0.00	-	0.00	-	0.00	-	0.00
26		0		0.00	-	0.00	-	0.00	-	0.00
27		0		0.00	-	0.00	-	0.00	-	0.00
28		0		0.00	-	0.00	-	0.00	-	0.00
29		0		0.00	-	0.00	-	0.00	-	0.00
30		0		0.00	-	0.00	-	0.00	-	0.00
31		0		0.00	-	0.00	-	0.00	-	0.00
32		0		0.00	-	0.00	-	0.00	-	0.00
33		0		0.00	-	0.00	-	0.00	-	0.00
34		0		0.00	-	0.00	-	0.00	-	0.00
35		0		0.00	-	0.00	-	0.00	-	0.00
36		0		0.00	-	0.00	-	0.00	-	0.00
37		0		0.00	-	0.00	-	0.00	-	0.00
38		0		0.00	-	0.00	-	0.00	-	0.00
39		0		0.00	-	0.00	-	0.00	-	0.00
	TOTAL PER BLDG. PHASE 11				9,244.60		7,712.00		2,000.00	18956.60
	TOTAL FOR 17 BUILDINGS				$157,158.20		$131,104.00		$34,000.00	$322,262.20

Consolidated ROA_1934

BUILDING:	Riverwalk Phase I									
PHASE:	12 EXTERIOR CAULKING									
				MATERIAL		LABOR		SUBCONTRACT		TOTAL
NO.	ITEM	QUANTITY	UNIT	RATE	AMOUNT	RATE	AMOUNT	RATE	AMOUNT	AMOUNT
1	Exterior Caulking *	2600	lf	0.85	2,210.00	1.10	2,860.00	0.00	-	5070.00
2		0		0.00	-	0.00	-	0.00	-	0.00
3	*NP 1 & Backer Rod	0		0.00	-	0.00	-	0.00	-	0.00
4		0		0.00	-	0.00	-	0.00	-	0.00
5		0		0.00	-	0.00	-	0.00	-	0.00
6		0		0.00	-	0.00	-	0.00	-	0.00
7		0		0.00	-	0.00	-	0.00	-	0.00
8		0		0.00	-	0.00	-	0.00	-	0.00
9		0		0.00	-	0.00	-	0.00	-	0.00
10		0		0.00	-	0.00	-	0.00	-	0.00
11		0		0.00	-	0.00	-	0.00	-	0.00
12		0		0.00	-	0.00	-	0.00	-	0.00
13		0		0.00	-	0.00	-	0.00	-	0.00
14		0		0.00	-	0.00	-	0.00	-	0.00
15		0		0.00	-	0.00	-	0.00	-	0.00
16		0		0.00	-	0.00	-	0.00	-	0.00
17		0		0.00	-	0.00	-	0.00	-	0.00
18		0		0.00	-	0.00	-	0.00	-	0.00
19		0		0.00	-	0.00	-	0.00	-	0.00
20		0		0.00	-	0.00	-	0.00	-	0.00
21		0		0.00	-	0.00	-	0.00	-	0.00
22		0		0.00	-	0.00	-	0.00	-	0.00
23		0		0.00	-	0.00	-	0.00	-	0.00
24		0		0.00	-	0.00	-	0.00	-	0.00
25		0		0.00	-	0.00	-	0.00	-	0.00
26		0		0.00	-	0.00	-	0.00	-	0.00
27		0		0.00	-	0.00	-	0.00	-	0.00
28		0		0.00	-	0.00	-	0.00	-	0.00
29		0		0.00	-	0.00	-	0.00	-	0.00
30		0		0.00	-	0.00	-	0.00	-	0.00
31		0		0.00	-	0.00	-	0.00	-	0.00
32		0		0.00	-	0.00	-	0.00	-	0.00
33		0		0.00	-	0.00	-	0.00	-	0.00
34		0		0.00	-	0.00	-	0.00	-	0.00
35		0		0.00	-	0.00	-	0.00	-	0.00
36		0		0.00	-	0.00	-	0.00	-	0.00
37		0		0.00	-	0.00	-	0.00	-	0.00
38		0		0.00	-	0.00	-	0.00	-	0.00
39		0		0.00	-	0.00	-	0.00	-	0.00
	TOTAL PER BLDG. PHASE 12				2,210.00		2,860.00		-	5070.00
	TOTAL FOR 17 BUILDINGS				$37,570.00		$48,620.00		$0.00	$86,190.00

Consolidated ROA_1935

BUILDING:	Riverwalk Phase I									
PHASE:	13 STAIR BEARING REPAIR									
				MATERIAL		LABOR		SUBCONTRACT		TOTAL
NO.	ITEM	QUANTITY	UNIT	RATE	AMOUNT	RATE	AMOUNT	RATE	AMOUNT	AMOUNT
1	Framing for Add'l Bearing	120	bf	0.60	72.00	1.10	132.00	0.00	-	204.00
2	Rough Hardware	1	ls	50.00	50.00	0.00	-	0.00	-	50.00
3		0		0.00	-	0.00	-	0.00	-	0.00
4		0		0.00	-	0.00	-	0.00	-	0.00
5		0		0.00	-	0.00	-	0.00	-	0.00
6		0		0.00	-	0.00	-	0.00	-	0.00
7		0		0.00	-	0.00	-	0.00	-	0.00
8		0		0.00	-	0.00	-	0.00	-	0.00
9		0		0.00	-	0.00	-	0.00	-	0.00
10		0		0.00	-	0.00	-	0.00	-	0.00
11		0		0.00	-	0.00	-	0.00	-	0.00
12		0		0.00	-	0.00	-	0.00	-	0.00
13		0		0.00	-	0.00	-	0.00	-	0.00
14		0		0.00	-	0.00	-	0.00	-	0.00
15		0		0.00	-	0.00	-	0.00	-	0.00
16		0		0.00	-	0.00	-	0.00	-	0.00
17		0		0.00	-	0.00	-	0.00	-	0.00
18		0		0.00	-	0.00	-	0.00	-	0.00
19		0		0.00	-	0.00	-	0.00	-	0.00
20		0		0.00	-	0.00	-	0.00	-	0.00
21		0		0.00	-	0.00	-	0.00	-	0.00
22		0		0.00	-	0.00	-	0.00	-	0.00
23		0		0.00	-	0.00	-	0.00	-	0.00
24		0		0.00	-	0.00	-	0.00	-	0.00
25		0		0.00	-	0.00	-	0.00	-	0.00
26		0		0.00	-	0.00	-	0.00	-	0.00
27		0		0.00	-	0.00	-	0.00	-	0.00
28		0		0.00	-	0.00	-	0.00	-	0.00
29		0		0.00	-	0.00	-	0.00	-	0.00
30		0		0.00	-	0.00	-	0.00	-	0.00
31		0		0.00	-	0.00	-	0.00	-	0.00
32		0		0.00	-	0.00	-	0.00	-	0.00
33		0		0.00	-	0.00	-	0.00	-	0.00
34		0		0.00	-	0.00	-	0.00	-	0.00
35		0		0.00	-	0.00	-	0.00	-	0.00
36		0		0.00	-	0.00	-	0.00	-	0.00
37		0		0.00	-	0.00	-	0.00	-	0.00
38		0		0.00	-	0.00	-	0.00	-	0.00
39		0		0.00	-	0.00	-	0.00	-	0.00
	TOTAL PER BLDG. PHASE 13				122.00		132.00		-	254.00
	TOTAL FOR 17 BUILDINGS				$2,074.00		$2,244.00		$0.00	$4,318.00

Consolidated ROA_1936

BUILDING:	Riverwalk Phase I									
PHASE:	14 DRAFT WALL REPAIR									
				MATERIAL		LABOR		SUBCONTRACT		TOTAL
NO.	ITEM	QUANTITY	UNIT	RATE	AMOUNT	RATE	AMOUNT	RATE	AMOUNT	AMOUNT
1	Drywall 5/8" FC	32	sf	0.25	8.00	3.00	96.00	0.00	-	104.00
2	Misc. Tape / Mud	1	ls	10.00	10.00	0.00	-	0.00	-	10.00
3		0		0.00	-	0.00	-	0.00	-	0.00
4		0		0.00	-	0.00	-	0.00	-	0.00
5		0		0.00	-	0.00	-	0.00	-	0.00
6		0		0.00	-	0.00	-	0.00	-	0.00
7		0		0.00	-	0.00	-	0.00	-	0.00
8		0		0.00	-	0.00	-	0.00	-	0.00
9		0		0.00	-	0.00	-	0.00	-	0.00
10		0		0.00	-	0.00	-	0.00	-	0.00
11		0		0.00	-	0.00	-	0.00	-	0.00
12		0		0.00	-	0.00	-	0.00	-	0.00
13		0		0.00	-	0.00	-	0.00	-	0.00
14		0		0.00	-	0.00	-	0.00	-	0.00
15		0		0.00	-	0.00	-	0.00	-	0.00
16		0		0.00	-	0.00	-	0.00	-	0.00
17		0		0.00	-	0.00	-	0.00	-	0.00
18		0		0.00	-	0.00	-	0.00	-	0.00
19		0		0.00	-	0.00	-	0.00	-	0.00
20		0		0.00	-	0.00	-	0.00	-	0.00
21		0		0.00	-	0.00	-	0.00	-	0.00
22		0		0.00	-	0.00	-	0.00	-	0.00
23		0		0.00	-	0.00	-	0.00	-	0.00
24		0		0.00	-	0.00	-	0.00	-	0.00
25		0		0.00	-	0.00	-	0.00	-	0.00
26		0		0.00	-	0.00	-	0.00	-	0.00
27		0		0.00	-	0.00	-	0.00	-	0.00
28		0		0.00	-	0.00	-	0.00	-	0.00
29		0		0.00	-	0.00	-	0.00	-	0.00
30		0		0.00	-	0.00	-	0.00	-	0.00
31		0		0.00	-	0.00	-	0.00	-	0.00
32		0		0.00	-	0.00	-	0.00	-	0.00
33		0		0.00	-	0.00	-	0.00	-	0.00
34		0		0.00	-	0.00	-	0.00	-	0.00
35		0		0.00	-	0.00	-	0.00	-	0.00
36		0		0.00	-	0.00	-	0.00	-	0.00
37		0		0.00	-	0.00	-	0.00	-	0.00
38		0		0.00	-	0.00	-	0.00	-	0.00
39		0		0.00	-	0.00	-	0.00	-	0.00
	TOTAL PER BLDG. PHASE 14				18.00		96.00		-	114.00
	TOTAL FOR 17 BUILDINGS				$306.00		$1,632.00		$0.00	$1,938.00

Consolidated ROA_1937

BUILDING:	Riverwalk Phase I									
PHASE:	15 EQUIPMENT RENTAL									
				MATERIAL		LABOR		SUBCONTRACT		TOTAL
NO.	ITEM	QUANTITY	UNIT	RATE	AMOUNT	RATE	AMOUNT	RATE	AMOUNT	AMOUNT
1	Forklift	20	mos	2000.00	40,000.00	0.00	-	0.00	-	40,000.00
2	Equipment Fuel	800	gals	0.00	-	0.00	-	2.75	2,200.00	2,200.00
3	Scaffolding Rental	1	ls	25000.00	25,000.00	8500.00	8,500.00	0.00	-	33,500.00
4		0		0.00	-	0.00	-	0.00	-	-
5		0		0.00	-	0.00	-	0.00	-	-
6		0		0.00	-	0.00	-	0.00	-	-
7		0		0.00	-	0.00	-	0.00	-	-
8		0		0.00	-	0.00	-	0.00	-	-
9		0		0.00	-	0.00	-	0.00	-	-
10		0		0.00	-	0.00	-	0.00	-	-
11		0		0.00	-	0.00	-	0.00	-	-
12		0		0.00	-	0.00	-	0.00	-	-
13		0		0.00	-	0.00	-	0.00	-	-
14		0		0.00	-	0.00	-	0.00	-	-
15		0		0.00	-	0.00	-	0.00	-	-
16		0		0.00	-	0.00	-	0.00	-	-
17		0		0.00	-	0.00	-	0.00	-	-
18		0		0.00	-	0.00	-	0.00	-	-
19		0		0.00	-	0.00	-	0.00	-	-
20		0		0.00	-	0.00	-	0.00	-	-
21		0		0.00	-	0.00	-	0.00	-	-
22		0		0.00	-	0.00	-	0.00	-	-
23		0		0.00	-	0.00	-	0.00	-	-
24		0		0.00	-	0.00	-	0.00	-	-
25		0		0.00	-	0.00	-	0.00	-	-
26		0		0.00	-	0.00	-	0.00	-	-
27		0		0.00	-	0.00	-	0.00	-	-
28		0		0.00	-	0.00	-	0.00	-	-
29		0		0.00	-	0.00	-	0.00	-	-
30		0		0.00	-	0.00	-	0.00	-	-
31		0		0.00	-	0.00	-	0.00	-	-
32		0		0.00	-	0.00	-	0.00	-	-
33		0		0.00	-	0.00	-	0.00	-	-
34		0		0.00	-	0.00	-	0.00	-	-
35		0		0.00	-	0.00	-	0.00	-	-
36		0		0.00	-	0.00	-	0.00	-	-
37		0		0.00	-	0.00	-	0.00	-	-
38		0		0.00	-	0.00	-	0.00	-	-
39		0		0.00	-	0.00	-	0.00	-	-
40		0		0.00	-	0.00	-	0.00	-	-
	TOTAL FOR 17 BUILDINGS				$65,000.00		$8,500.00		$2,200.00	$75,700.00

Consolidated ROA_1938

BUILDING: Riverwalk Phase I
PHASE: 16 SUPERVISION

NO.	ITEM	QUANTITY	UNIT	MATERIAL RATE	MATERIAL AMOUNT	LABOR RATE	LABOR AMOUNT	SUBCONTRACT RATE	SUBCONTRACT AMOUNT	TOTAL AMOUNT
1	PROJECT MANAGER	87	wks	0.00	-	720.00	62,640.00	0.00	-	62,640.00
2	SUPERINTENDENT	87	wks	0.00	-	1500.00	130,500.00	0.00	-	130,500.00
3	ASST. SUPERINTENDENT	0		0.00	n/a	0.00	n/a	0.00	n/a	n/a
4	OFFICE SECRETARY	0		0.00	n/a	0.00	n/a	0.00	n/a	n/a
5		0		0.00	-	0.00	-	0.00	-	-
6		0		0.00	-	0.00	-	0.00	-	-
7		0		0.00	-	0.00	-	0.00	-	-
8		0		0.00	-	0.00	-	0.00	-	-
9		0		0.00	-	0.00	-	0.00	-	-
10		0		0.00	-	0.00	-	0.00	-	-
11		0		0.00	-	0.00	-	0.00	-	-
12		0		0.00	-	0.00	-	0.00	-	-
13		0		0.00	-	0.00	-	0.00	-	-
14		0		0.00	-	0.00	-	0.00	-	-
15		0		0.00	-	0.00	-	0.00	-	-
16		0		0.00	-	0.00	-	0.00	-	-
17		0		0.00	-	0.00	-	0.00	-	-
18		0		0.00	-	0.00	-	0.00	-	-
19		0		0.00	-	0.00	-	0.00	-	-
20		0		0.00	-	0.00	-	0.00	-	-
21		0		0.00	-	0.00	-	0.00	-	-
22		0		0.00	-	0.00	-	0.00	-	-
23		0		0.00	-	0.00	-	0.00	-	-
24		0		0.00	-	0.00	-	0.00	-	-
25		0		0.00	-	0.00	-	0.00	-	-
26		0		0.00	-	0.00	-	0.00	-	-
27		0		0.00	-	0.00	-	0.00	-	-
28		0		0.00	-	0.00	-	0.00	-	-
29		0		0.00	-	0.00	-	0.00	-	-
30		0		0.00	-	0.00	-	0.00	-	-
31		0		0.00	-	0.00	-	0.00	-	-
32		0		0.00	-	0.00	-	0.00	-	-
33		0		0.00	-	0.00	-	0.00	-	-
34		0		0.00	-	0.00	-	0.00	-	-
35		0		0.00	-	0.00	-	0.00	-	-
36		0		0.00	-	0.00	-	0.00	-	-
37		0		0.00	-	0.00	-	0.00	-	-
38		0		0.00	-	0.00	-	0.00	-	-
39		0		0.00	-	0.00	-	0.00	-	-
40		0		0.00	-	0.00	-	0.00	-	-
	TOTAL FOR 17 BLDGS.				$0.00		$193,140.00		$0.00	$193,140.00

Consolidated ROA_1939

BUILDING:	Riverwalk Phase I									
PHASE:	17 CLEAN UP									
				MATERIAL		LABOR		SUBCONTRACT		TOTAL
NO.	ITEM	QUANTITY	UNIT	RATE	AMOUNT	RATE	AMOUNT	RATE	AMOUNT	AMOUNT
1	Dumpster Rental	20	mos	100.00	2,000.00	0.00	-	0.00	-	2,000.00
2	Dumpster Pulls	105	pulls	100.00	10,500.00	0.00	-	0.00	-	10,500.00
3	Tipping Fees Brick Only	220	tons	0.00	-	0.00	-	32.00	7,040.00	7,040.00
4	Tipping Fees All Other Debris	1250	tons	0.00	-	0.00	-	10.00	12,500.00	12,500.00
5	General Clean Up	1	ls	500.00	500.00	5000.00	5,000.00	0.00	-	5,500.00
6	Final Clean Up	228	units	0.00	-	0.00	-	50.00	11,400.00	11,400.00
7		0		0.00	-	0.00	-	0.00	-	-
8		0		0.00	-	0.00	-	0.00	-	-
9		0		0.00	-	0.00	-	0.00	-	-
10		0		0.00	-	0.00	-	0.00	-	-
11		0		0.00	-	0.00	-	0.00	-	-
12		0		0.00	-	0.00	-	0.00	-	-
13		0		0.00	-	0.00	-	0.00	-	-
14		0		0.00	-	0.00	-	0.00	-	-
15		0		0.00	-	0.00	-	0.00	-	-
16		0		0.00	-	0.00	-	0.00	-	-
17		0		0.00	-	0.00	-	0.00	-	-
18		0		0.00	-	0.00	-	0.00	-	-
19		0		0.00	-	0.00	-	0.00	-	-
20		0		0.00	-	0.00	-	0.00	-	-
21		0		0.00	-	0.00	-	0.00	-	-
22		0		0.00	-	0.00	-	0.00	-	-
23		0		0.00	-	0.00	-	0.00	-	-
24		0		0.00	-	0.00	-	0.00	-	-
25		0		0.00	-	0.00	-	0.00	-	-
26		0		0.00	-	0.00	-	0.00	-	-
27		0		0.00	-	0.00	-	0.00	-	-
28		0		0.00	-	0.00	-	0.00	-	-
29		0		0.00	-	0.00	-	0.00	-	-
30		0		0.00	-	0.00	-	0.00	-	-
31		0		0.00	-	0.00	-	0.00	-	-
32		0		0.00	-	0.00	-	0.00	-	-
33		0		0.00	-	0.00	-	0.00	-	-
34		0		0.00	-	0.00	-	0.00	-	-
35		0		0.00	-	0.00	-	0.00	-	-
36		0		0.00	-	0.00	-	0.00	-	-
37		0		0.00	-	0.00	-	0.00	-	-
38		0		0.00	-	0.00	-	0.00	-	-
39		0		0.00	-	0.00	-	0.00	-	-
40		0		0.00	-	0.00	-	0.00	-	-
	TOTAL FOR 17 BUILDINGS				$13,000.00		$5,000.00		$30,940.00	$48,940.00

Consolidated ROA_1940

BUILDING	Riverwalk Phase I									
PHASE:	18 MISCELLANEOUS SUBS									
				MATERIAL		LABOR		SUBCONTRACT		TOTAL
NO.	ITEM	QUANTITY	UNIT	RATE	AMOUNT	RATE	AMOUNT	RATE	AMOUNT	AMOUNT
1	HVAC & Electrical	1	ls	0.00	-	0.00	-	2000.00	2,000.00	2000.00
2	Landscaping Repairs	1	ls	0.00	-	0.00	-	1500.00	1,500.00	1500.00
3		0		0.00	-	0.00	-	0.00	-	0.00
4		0		0.00	-	0.00	-	0.00	-	0.00
5		0		0.00	-	0.00	-	0.00	-	0.00
6		0		0.00	-	0.00	-	0.00	-	0.00
7		0		0.00	-	0.00	-	0.00	-	0.00
8		0		0.00	-	0.00	-	0.00	-	0.00
9		0		0.00	-	0.00	-	0.00	-	0.00
10		0		0.00	-	0.00	-	0.00	-	0.00
11		0		0.00	-	0.00	-	0.00	-	0.00
12		0		0.00	-	0.00	-	0.00	-	0.00
13		0		0.00	-	0.00	-	0.00	-	0.00
14		0		0.00	-	0.00	-	0.00	-	0.00
15		0		0.00	-	0.00	-	0.00	-	0.00
16		0		0.00	-	0.00	-	0.00	-	0.00
17		0		0.00	-	0.00	-	0.00	-	0.00
18		0		0.00	-	0.00	-	0.00	-	0.00
19		0		0.00	-	0.00	-	0.00	-	0.00
20		0		0.00	-	0.00	-	0.00	-	0.00
21		0		0.00	-	0.00	-	0.00	-	0.00
22		0		0.00	-	0.00	-	0.00	-	0.00
23		0		0.00	-	0.00	-	0.00	-	0.00
24		0		0.00	-	0.00	-	0.00	-	0.00
25		0		0.00	-	0.00	-	0.00	-	0.00
26		0		0.00	-	0.00	-	0.00	-	0.00
27		0		0.00	-	0.00	-	0.00	-	0.00
28		0		0.00	-	0.00	-	0.00	-	0.00
29		0		0.00	-	0.00	-	0.00	-	0.00
30		0		0.00	-	0.00	-	0.00	-	0.00
31		0		0.00	-	0.00	-	0.00	-	0.00
32		0		0.00	-	0.00	-	0.00	-	0.00
33		0		0.00	-	0.00	-	0.00	-	0.00
34		0		0.00	-	0.00	-	0.00	-	0.00
35		0		0.00	-	0.00	-	0.00	-	0.00
36		0		0.00	-	0.00	-	0.00	-	0.00
37		0		0.00	-	0.00	-	0.00	-	0.00
38		0		0.00	-	0.00	-	0.00	-	0.00
39		0		0.00	-	0.00	-	0.00	-	0.00
	TOTAL PER BLDG. PHASE 18				-		-		3,500.00	3500.00
	TOTAL FOR 17 BUILDINGS				$0.00		$0.00		$59,500.00	$59,500.00

Consolidated ROA_1941

BUILDING: Riverwalk Phase II
PHASE: GENERAL RECAP

NO.	ITEM	MATERIAL AMOUNT	LABOR AMOUNT	SUBCONTRACT AMOUNT	TOTAL AMOUNT	COST PER SQ. FT.	COST PER BUILDING
1	GENERAL CONDITIONS	incl. in ph. 1	incl. in ph. 1	incl. in ph. 1	incl. in ph. 1	incl. in ph. 1	incl. in ph. 1
2	PILE CUT-OFF	n/a	n/a	n/a	n/a	n/a	n/a
3	CONCRETE FOOTINGS	n/a	n/a	n/a	n/a	n/a	n/a
4	SLAB ON GRADE	n/a	n/a	n/a	n/a	n/a	n/a
5	FORMED CONCRETE	n/a	n/a	n/a	n/a	n/a	n/a
6	WINDOW / MASONRY REPAIRS	21,118.00	2,947.00	19,900.00	43,965.00	1.42	21,982.50
7	INTERIOR WINDOW REPAIRS	n/a	n/a	n/a	n/a	n/a	n/a
8	WALKWAY REPAIRS	6,248.10	10,449.20	9,456.00	26,153.30	0.84	13,076.65
9	BALCONY REPAIRS	6,633.60	14,648.00	12,408.00	33,689.60	1.09	16,844.80
10	DRYWALL	incl. above	incl. above	incl. above	incl. above	incl. above	incl. above
11	EXTERIOR TRIM REPAIRS	18,489.20	16,672.00	4,000.00	39,161.20	1.26	19,580.60
12	EXTERIOR CAULKING	4,950.40	6,406.40	-	11,356.80	0.37	5,678.40
13	STAIR BEARING REPAIR	244.00	264.00	-	508.00	0.02	254.00
14	DRAFT STOP WALL REPAIR	36.00	192.00	-	228.00	0.01	114.00
15	EQUIPMENT RENTAL	incl. in ph. 1	incl. in ph. 1	incl. in ph. 1	incl. in ph. 1	incl. in ph. 1	incl. in ph. 1
16	SUPERVISION	incl. in ph. 1	incl. in ph. 1	incl. in ph. 1	incl. in ph. 1	incl. in ph. 1	incl. in ph. 1
17	CLEAN UP	2,950.00	500.00	2,650.00	6,100.00	0.20	3,050.00
18	MISCELLANEOUS SUBS	-	-	7,000.00	7,000.00	0.23	3,500.00
19	SALES TAX	4,853.54	-	-	4,853.54	0.16	2,426.77
20	LABOR OVERHEAD	-	13,019.65	-	13,019.65	0.42	6,509.83
	PROJECT TOTALS	65,522.84	65,098.25	55,414.00	186,035.09	6.00	93,017.55

31000 SQ. FT
2 BUILDINGS

BUILDING	Riverwalk Phase II									
PHASE:	06 WINDOW / MASONRY REPAIRS									
				MATERIAL		LABOR		SUBCONTRACT		TOTAL
NO.	ITEM	QUANTITY	UNIT	RATE	AMOUNT	RATE	AMOUNT	RATE	AMOUNT	AMOUNT
1	Remove Frieze & Misc. Trim	0	lf	0.00	-	1.00	-	0.00	-	-
2	Remove Downspouts	72	lf	0.00	-	1.00	72.00	0.00	-	72.00
3	Remove Brick Veneer	1400	sf	0.10	140.00	0.50	700.00	0.00	-	840.00
4	Remove Windows	0	each	0.00	-	50.00	-	0.00	-	-
5	Remove Damaged Sheathing	0	sf	0.00	-	0.50	-	0.00	-	-
6	Replace Damaged Sheathing	0	sf	0.60	-	0.75	-	0.00	-	-
7	Replace House Wrap	1800	sf	0.06	100.00	0.05	90.00	0.00	-	190.00
8	Re-Install Windows	0	each	0.00	-	35.00	-	6.25	-	-
9	Install Brick Lintels	0	each	275.00	-	15.00	-	0.00	-	-
10	Install Brick Veneer	1400	sf	5.56	7,784.00	0.08	112.00	6.25	8,750.00	16,646.00
11	Install Head & Sill Flashing	150	sf	1.50	225.00	0.75	112.50	0.00	-	337.50
12	Install Through Wall Flashing	140	sf	1.50	210.00	0.75	105.00	0.00	-	315.00
13	Clean Brick	1400	sf	0.25	350.00	0.15	210.00	0.00	-	560.00
14	Misc. Masonry Materials	1	ls	250.00	250.00	0.00	-	0.00	-	250.00
15	Re-Install Frieze & Misc. Trim	0	lf	0.00	-	1.00	-	0.00	-	-
16	Re-Install Downspouts	72	lf	0.00	-	1.00	72.00	0.00	-	72.00
17	Replacement Materials	1	ls	1500.00	1,500.00	0.00	-	0.00	-	1,500.00
18	Touch Up Painting	1	ls	0.00	-	0.00	-	1200.00	1,200.00	1,200.00
19	Install New Windows	0	each	1500.00	-	0.00	-	0.00	-	-
20		0		0.00	-	0.00	-	0.00	-	-
21		0		0.00	-	0.00	-	0.00	-	-
22		0		0.00	-	0.00	-	0.00	-	-
23		0		0.00	-	0.00	-	0.00	-	-
24		0		0.00	-	0.00	-	0.00	-	-
25		0		0.00	-	0.00	-	0.00	-	-
26		0		0.00	-	0.00	-	0.00	-	-
27		0		0.00	-	0.00	-	0.00	-	-
28		0		0.00	-	0.00	-	0.00	-	-
29		0		0.00	-	0.00	-	0.00	-	-
30		0		0.00	-	0.00	-	0.00	-	-
31		0		0.00	-	0.00	-	0.00	-	-
32		0		0.00	-	0.00	-	0.00	-	-
33		0		0.00	-	0.00	-	0.00	-	-
34		0		0.00	-	0.00	-	0.00	-	-
35		0		0.00	-	0.00	-	0.00	-	-
36		0		0.00	-	0.00	-	0.00	-	-
37		0		0.00	-	0.00	-	0.00	-	-
38		0		0.00	-	0.00	-	0.00	-	-
39		0		0.00	-	0.00	-	0.00	-	-
	TOTAL PER BLDG. PHASE 06				10,559.00		1,473.50		9,950.00	21,982.50
	TOTAL FOR 2 BUILDINGS				$21,118.00		$2,947.00		$19,900.00	$43,965.00

Consolidated ROA_1943

BUILDING	Riverwalk Phase II									
PHASE:	08 WALKWAY REPAIRS									
				MATERIAL		LABOR		SUBCONTRACT		TOTAL
NO.	ITEM	QUANTITY	UNIT	RATE	AMOUNT	RATE	AMOUNT	RATE	AMOUNT	AMOUNT
1	Remove Outdoor Carpet	85	sy	0.25	21.25	1.00	85.00	0.00	-	106.25
2	Remove Handrails	160	lf	0.00	-	3.00	480.00	0.00	-	480.00
3	Remove Downspouts	72	lf	0.00	-	1.00	72.00	0.00	-	72.00
4	Remove Damaged Sheathing	768	sf	0.10	76.80	0.50	384.00	0.00	-	460.80
5	Replace Damaged Sheathing	768	sf	1.00	768.00	0.50	384.00	0.00	-	1152.00
6	Apply Deckcoating	768	sf	0.00	-	0.00	-	3.50	2,688.00	2688.00
7	Re-Install Handrails	160	lf	0.50	80.00	3.00	480.00	0.00	-	560.00
8	Re-Install Downspouts	72	lf	0.25	18.00	1.00	72.00	0.00	-	90.00
9	Install Outdoor Carpet	102	sy	0.00	-	0.00	-	20.00	2,040.00	2040.00
10	Add Framing for Add'l Slope	1440	bf	0.60	864.00	1.50	2,160.00	0.00	-	3024.00
11	Install Edge Flashing	152	lf	3.50	532.00	1.00	152.00	0.00	-	684.00
12	Rough Hardware	1	ls	100.00	100.00	0.00	-	0.00	-	100.00
13	Remove Gyp. Bd. Ceilings	1944	sf	0.00	-	0.15	291.60	0.00	-	291.60
14	Install Expansion Joints	100	lf	1.00	100.00	1.00	100.00	0.00	-	200.00
15	Replace Gyp. Bd. Ceilings	2256	sf	0.25	564.00	0.25	564.00	0.00	-	1128.00
16		0		0.00	-	0.00	-	0.00	-	0.00
17		0		0.00	-	0.00	-	0.00	-	0.00
18		0		0.00	-	0.00	-	0.00	-	0.00
19		0		0.00	-	0.00	-	0.00	-	0.00
20		0		0.00	-	0.00	-	0.00	-	0.00
21		0		0.00	-	0.00	-	0.00	-	0.00
22		0		0.00	-	0.00	-	0.00	-	0.00
23		0		0.00	-	0.00	-	0.00	-	0.00
24		0		0.00	-	0.00	-	0.00	-	0.00
25		0		0.00	-	0.00	-	0.00	-	0.00
26		0		0.00	-	0.00	-	0.00	-	0.00
27		0		0.00	-	0.00	-	0.00	-	0.00
28		0		0.00	-	0.00	-	0.00	-	0.00
29		0		0.00	-	0.00	-	0.00	-	0.00
30		0		0.00	-	0.00	-	0.00	-	0.00
31		0		0.00	-	0.00	-	0.00	-	0.00
32		0		0.00	-	0.00	-	0.00	-	0.00
33		0		0.00	-	0.00	-	0.00	-	0.00
34		0		0.00	-	0.00	-	0.00	-	0.00
35		0		0.00	-	0.00	-	0.00	-	0.00
36		0		0.00	-	0.00	-	0.00	-	0.00
37		0		0.00	-	0.00	-	0.00	-	0.00
38		0		0.00	-	0.00	-	0.00	-	0.00
39		0		0.00	-	0.00	-	0.00	-	0.00
	TOTAL PER BLDG. PHASE 08				3,124.05		5,224.60		4,728.00	13076.65
	TOTAL FOR 2 BUILDINGS				$6,248.10		$10,449.20		$9,456.00	$26,153.30

Consolidated ROA_1944

BUILDING	Riverwalk Phase II									
PHASE:	09 BALCONY REPAIRS									
				MATERIAL		LABOR		SUBCONTRACT		TOTAL
NO.	ITEM	QUANTITY	UNIT	RATE	AMOUNT	RATE	AMOUNT	RATE	AMOUNT	AMOUNT
1	Remove Screening	320	sf	0.25	80.00	1.00	320.00	0.00	-	400.00
2	Remove Handrails	160	lf	0.00	-	3.00	480.00	0.00	-	480.00
3	Remove Outdoor Carpet	114	sy	0.00	-	1.00	114.00	0.00	-	114.00
4	Remove Damaged Sheathing	1024	sf	0.10	102.40	0.50	512.00	0.00	-	614.40
5	Replace Damaged Sheathing	1024	sf	1.00	1,024.00	0.50	512.00	0.00	-	1536.00
6	Apply Deckcoating	1024	sf	0.00	-	0.00	-	3.50	3,584.00	3584.00
7	Re-Install Handrails	160	lf	0.50	80.00	3.00	480.00	0.00	-	560.00
8	Install Outdoor Carpet	131	sy	0.00	-	0.00	-	20.00	2,620.00	2620.00
9	Install Screening	320	sf	0.50	160.00	1.00	320.00	0.00	-	480.00
10	Install Edge Flashing	128	lf	3.50	448.00	10.00	1,280.00	0.00	-	1728.00
11	Add'l Framing for Slope	2204	bf	0.60	1,322.40	1.50	3,306.00	0.00	-	4628.40
12	Rough Hardware	1	ls	100.00	100.00	0.00	-	0.00	-	100.00
13		0		0.00	-	0.00	-	0.00	-	0.00
14		0		0.00	-	0.00	-	0.00	-	0.00
15		0		0.00	-	0.00	-	0.00	-	0.00
16		0		0.00	-	0.00	-	0.00	-	0.00
17		0		0.00	-	0.00	-	0.00	-	0.00
18		0		0.00	-	0.00	-	0.00	-	0.00
19		0		0.00	-	0.00	-	0.00	-	0.00
20		0		0.00	-	0.00	-	0.00	-	0.00
21		0		0.00	-	0.00	-	0.00	-	0.00
22		0		0.00	-	0.00	-	0.00	-	0.00
23		0		0.00	-	0.00	-	0.00	-	0.00
24		0		0.00	-	0.00	-	0.00	-	0.00
25		0		0.00	-	0.00	-	0.00	-	0.00
26		0		0.00	-	0.00	-	0.00	-	0.00
27		0		0.00	-	0.00	-	0.00	-	0.00
28		0		0.00	-	0.00	-	0.00	-	0.00
29		0		0.00	-	0.00	-	0.00	-	0.00
30		0		0.00	-	0.00	-	0.00	-	0.00
31		0		0.00	-	0.00	-	0.00	-	0.00
32		0		0.00	-	0.00	-	0.00	-	0.00
33		0		0.00	-	0.00	-	0.00	-	0.00
34		0		0.00	-	0.00	-	0.00	-	0.00
35		0		0.00	-	0.00	-	0.00	-	0.00
36		0		0.00	-	0.00	-	0.00	-	0.00
37		0		0.00	-	0.00	-	0.00	-	0.00
38		0		0.00	-	0.00	-	0.00	-	0.00
39		0		0.00	-	0.00	-	0.00	-	0.00
	TOTAL PER BLDG. PHASE 09				3,316.80		7,324.00		6,204.00	16844.80
	TOTAL FOR 2 BUILDINGS				$6,633.60		$14,648.00		$12,408.00	$33,689.60

Consolidated ROA_1945

BUILDING	Riverwalk Phase II									
PHASE:	11 EXTERIOR TRIM REPAIRS									
				MATERIAL		LABOR		SUBCONTRACT		TOTAL
NO.	ITEM	QUANTITY	UNIT	RATE	AMOUNT	RATE	AMOUNT	RATE	AMOUNT	AMOUNT
1	Remove Railings (@ stairs)	150	lf	0.00	-	3.00	450.00	0.00	-	450.00
2	Remove Columns Trim	2736	lf	0.10	273.60	0.50	1,368.00	0.00	-	1641.60
3	Install New Column Base Trim	70	lf	1.80	126.00	1.00	70.00	0.00	-	196.00
4	Install New Column Vert. Trim	2600	lf	2.65	6,890.00	1.00	2,600.00	0.00	-	9490.00
5	Install New Column Corner Trim	2600	lf	0.65	1,690.00	0.50	1,300.00	0.00	-	2990.00
6	Remove Hardi-Plank Siding	937	lf	0.00	-	1.00	937.00	0.00	-	937.00
7	Remove Arched Trim	112	lf	0.00	-	1.00	112.00	0.00	-	112.00
8	Reinstall Hardi Plank Siding	937	lf	0.00	-	1.00	937.00	0.00	-	937.00
9	Reinstall Arched Trim	112	lf	0.00	-	1.00	112.00	0.00	-	112.00
10	Rough Hardware	1	ls	250.00	250.00	0.00	-	0.00	-	250.00
11	Reinstall Railings	150	lf	0.10	15.00	3.00	450.00	0.00	-	465.00
12	Painting	1	ls	0.00	-	0.00	-	2000.00	2,000.00	2000.00
13		0		0.00	-	0.00	-	0.00	-	0.00
14		0		0.00	-	0.00	-	0.00	-	0.00
15		0		0.00	-	0.00	-	0.00	-	0.00
16		0		0.00	-	0.00	-	0.00	-	0.00
17		0		0.00	-	0.00	-	0.00	-	0.00
18		0		0.00	-	0.00	-	0.00	-	0.00
19		0		0.00	-	0.00	-	0.00	-	0.00
20		0		0.00	-	0.00	-	0.00	-	0.00
21		0		0.00	-	0.00	-	0.00	-	0.00
22		0		0.00	-	0.00	-	0.00	-	0.00
23		0		0.00	-	0.00	-	0.00	-	0.00
24		0		0.00	-	0.00	-	0.00	-	0.00
25		0		0.00	-	0.00	-	0.00	-	0.00
26		0		0.00	-	0.00	-	0.00	-	0.00
27		0		0.00	-	0.00	-	0.00	-	0.00
28		0		0.00	-	0.00	-	0.00	-	0.00
29		0		0.00	-	0.00	-	0.00	-	0.00
30		0		0.00	-	0.00	-	0.00	-	0.00
31		0		0.00	-	0.00	-	0.00	-	0.00
32		0		0.00	-	0.00	-	0.00	-	0.00
33		0		0.00	-	0.00	-	0.00	-	0.00
34		0		0.00	-	0.00	-	0.00	-	0.00
35		0		0.00	-	0.00	-	0.00	-	0.00
36		0		0.00	-	0.00	-	0.00	-	0.00
37		0		0.00	-	0.00	-	0.00	-	0.00
38		0		0.00	-	0.00	-	0.00	-	0.00
39		0		0.00	-	0.00	-	0.00	-	0.00
	TOTAL PER BLDG. PHASE 11				9,244.60		8,336.00		2,000.00	19580.60
	TOTAL FOR 2 BUILDINGS				$18,489.20		$16,672.00		$4,000.00	$39,161.20

Consolidated ROA_1946

BUILDING	Riverwalk Phase II									
PHASE:	12 EXTERIOR CAULKING									
				MATERIAL		LABOR		SUBCONTRACT		TOTAL
NO.	ITEM	QUANTITY	UNIT	RATE	AMOUNT	RATE	AMOUNT	RATE	AMOUNT	AMOUNT
1	Exterior Caulking *	2912	lf	0.85	2,475.20	1.10	3,203.20	0.00	-	5678.40
2		0		0.00	-	0.00	-	0.00	-	0.00
3	*NP 1 & Backer Rod	0		0.00	-	0.00	-	0.00	-	0.00
4		0		0.00	-	0.00	-	0.00	-	0.00
5		0		0.00	-	0.00	-	0.00	-	0.00
6		0		0.00	-	0.00	-	0.00	-	0.00
7		0		0.00	-	0.00	-	0.00	-	0.00
8		0		0.00	-	0.00	-	0.00	-	0.00
9		0		0.00	-	0.00	-	0.00	-	0.00
10		0		0.00	-	0.00	-	0.00	-	0.00
11		0		0.00	-	0.00	-	0.00	-	0.00
12		0		0.00	-	0.00	-	0.00	-	0.00
13		0		0.00	-	0.00	-	0.00	-	0.00
14		0		0.00	-	0.00	-	0.00	-	0.00
15		0		0.00	-	0.00	-	0.00	-	0.00
16		0		0.00	-	0.00	-	0.00	-	0.00
17		0		0.00	-	0.00	-	0.00	-	0.00
18		0		0.00	-	0.00	-	0.00	-	0.00
19		0		0.00	-	0.00	-	0.00	-	0.00
20		0		0.00	-	0.00	-	0.00	-	0.00
21		0		0.00	-	0.00	-	0.00	-	0.00
22		0		0.00	-	0.00	-	0.00	-	0.00
23		0		0.00	-	0.00	-	0.00	-	0.00
24		0		0.00	-	0.00	-	0.00	-	0.00
25		0		0.00	-	0.00	-	0.00	-	0.00
26		0		0.00	-	0.00	-	0.00	-	0.00
27		0		0.00	-	0.00	-	0.00	-	0.00
28		0		0.00	-	0.00	-	0.00	-	0.00
29		0		0.00	-	0.00	-	0.00	-	0.00
30		0		0.00	-	0.00	-	0.00	-	0.00
31		0		0.00	-	0.00	-	0.00	-	0.00
32		0		0.00	-	0.00	-	0.00	-	0.00
33		0		0.00	-	0.00	-	0.00	-	0.00
34		0		0.00	-	0.00	-	0.00	-	0.00
35		0		0.00	-	0.00	-	0.00	-	0.00
36		0		0.00	-	0.00	-	0.00	-	0.00
37		0		0.00	-	0.00	-	0.00	-	0.00
38		0		0.00	-	0.00	-	0.00	-	0.00
39		0		0.00	-	0.00	-	0.00	-	0.00
	TOTAL PER BLDG. PHASE 12				2,475.20		3,203.20		-	5678.40
	TOTAL FOR 2 BUILDINGS				$4,950.40		$6,406.40		$0.00	$11,356.80

Consolidated ROA_1947

BUILDING:	Riverwalk Phase II									
PHASE:	13 STAIR BEARING REPAIR									
				MATERIAL		LABOR		SUBCONTRACT		TOTAL
NO.	ITEM	QUANTITY	UNIT	RATE	AMOUNT	RATE	AMOUNT	RATE	AMOUNT	AMOUNT
1	Framing for Add'l Bearing	120	bf	0.60	72.00	1.10	132.00	0.00	-	204.00
2	Rough Hardware	1	ls	50.00	50.00	0.00	-	0.00	-	50.00
3		0		0.00	-	0.00	-	0.00	-	0.00
4		0		0.00	-	0.00	-	0.00	-	0.00
5		0		0.00	-	0.00	-	0.00	-	0.00
6		0		0.00	-	0.00	-	0.00	-	0.00
7		0		0.00	-	0.00	-	0.00	-	0.00
8		0		0.00	-	0.00	-	0.00	-	0.00
9		0		0.00	-	0.00	-	0.00	-	0.00
10		0		0.00	-	0.00	-	0.00	-	0.00
11		0		0.00	-	0.00	-	0.00	-	0.00
12		0		0.00	-	0.00	-	0.00	-	0.00
13		0		0.00	-	0.00	-	0.00	-	0.00
14		0		0.00	-	0.00	-	0.00	-	0.00
15		0		0.00	-	0.00	-	0.00	-	0.00
16		0		0.00	-	0.00	-	0.00	-	0.00
17		0		0.00	-	0.00	-	0.00	-	0.00
18		0		0.00	-	0.00	-	0.00	-	0.00
19		0		0.00	-	0.00	-	0.00	-	0.00
20		0		0.00	-	0.00	-	0.00	-	0.00
21		0		0.00	-	0.00	-	0.00	-	0.00
22		0		0.00	-	0.00	-	0.00	-	0.00
23		0		0.00	-	0.00	-	0.00	-	0.00
24		0		0.00	-	0.00	-	0.00	-	0.00
25		0		0.00	-	0.00	-	0.00	-	0.00
26		0		0.00	-	0.00	-	0.00	-	0.00
27		0		0.00	-	0.00	-	0.00	-	0.00
28		0		0.00	-	0.00	-	0.00	-	0.00
29		0		0.00	-	0.00	-	0.00	-	0.00
30		0		0.00	-	0.00	-	0.00	-	0.00
31		0		0.00	-	0.00	-	0.00	-	0.00
32		0		0.00	-	0.00	-	0.00	-	0.00
33		0		0.00	-	0.00	-	0.00	-	0.00
34		0		0.00	-	0.00	-	0.00	-	0.00
35		0		0.00	-	0.00	-	0.00	-	0.00
36		0		0.00	-	0.00	-	0.00	-	0.00
37		0		0.00	-	0.00	-	0.00	-	0.00
38		0		0.00	-	0.00	-	0.00	-	0.00
39		0		0.00	-	0.00	-	0.00	-	0.00
	TOTAL PER BLDG. PHASE 13				122.00		132.00		-	254.00
	TOTAL FOR 2 BUILDINGS				$244.00		$264.00		$0.00	$508.00

Consolidated ROA_1948

BUILDING	Riverwalk Phase II									
PHASE:	14 DRAFT WALL REPAIR									
				MATERIAL		LABOR		SUBCONTRACT		TOTAL
NO.	ITEM	QUANTITY	UNIT	RATE	AMOUNT	RATE	AMOUNT	RATE	AMOUNT	AMOUNT
1	Drywall 5/8" FC	32	sf	0.25	8.00	3.00	96.00	0.00	-	104.00
2	Misc. Tape / Mud	1	ls	10.00	10.00	0.00	-	0.00	-	10.00
3		0		0.00	-	0.00	-	0.00	-	0.00
4		0		0.00	-	0.00	-	0.00	-	0.00
5		0		0.00	-	0.00	-	0.00	-	0.00
6		0		0.00	-	0.00	-	0.00	-	0.00
7		0		0.00	-	0.00	-	0.00	-	0.00
8		0		0.00	-	0.00	-	0.00	-	0.00
9		0		0.00	-	0.00	-	0.00	-	0.00
10		0		0.00	-	0.00	-	0.00	-	0.00
11		0		0.00	-	0.00	-	0.00	-	0.00
12		0		0.00	-	0.00	-	0.00	-	0.00
13		0		0.00	-	0.00	-	0.00	-	0.00
14		0		0.00	-	0.00	-	0.00	-	0.00
15		0		0.00	-	0.00	-	0.00	-	0.00
16		0		0.00	-	0.00	-	0.00	-	0.00
17		0		0.00	-	0.00	-	0.00	-	0.00
18		0		0.00	-	0.00	-	0.00	-	0.00
19		0		0.00	-	0.00	-	0.00	-	0.00
20		0		0.00	-	0.00	-	0.00	-	0.00
21		0		0.00	-	0.00	-	0.00	-	0.00
22		0		0.00	-	0.00	-	0.00	-	0.00
23		0		0.00	-	0.00	-	0.00	-	0.00
24		0		0.00	-	0.00	-	0.00	-	0.00
25		0		0.00	-	0.00	-	0.00	-	0.00
26		0		0.00	-	0.00	-	0.00	-	0.00
27		0		0.00	-	0.00	-	0.00	-	0.00
28		0		0.00	-	0.00	-	0.00	-	0.00
29		0		0.00	-	0.00	-	0.00	-	0.00
30		0		0.00	-	0.00	-	0.00	-	0.00
31		0		0.00	-	0.00	-	0.00	-	0.00
32		0		0.00	-	0.00	-	0.00	-	0.00
33		0		0.00	-	0.00	-	0.00	-	0.00
34		0		0.00	-	0.00	-	0.00	-	0.00
35		0		0.00	-	0.00	-	0.00	-	0.00
36		0		0.00	-	0.00	-	0.00	-	0.00
37		0		0.00	-	0.00	-	0.00	-	0.00
38		0		0.00	-	0.00	-	0.00	-	0.00
39		0		0.00	-	0.00	-	0.00	-	0.00
	TOTAL PER BLDG. PHASE 14				18.00		96.00		-	114.00
	TOTAL FOR 2 BUILDINGS				$36.00		$192.00		$0.00	$228.00

Consolidated ROA_1949

BUILDING:	Riverwalk Phase II									
PHASE:	17 CLEAN UP									
				MATERIAL		LABOR		SUBCONTRACT		TOTAL
NO.	ITEM	QUANTITY	UNIT	RATE	AMOUNT	RATE	AMOUNT	RATE	AMOUNT	AMOUNT
1	Dumpster Rental	3	mos	100.00	300.00	0.00	-	0.00	-	300.00
2	Dumpster Pulls	25	pulls	100.00	2,500.00	0.00	-	0.00	-	2,500.00
3	Tipping Fees Brick Only	25	tons	0.00	-	0.00	-	10.00	250.00	250.00
4	Tipping Fees All Other Debris	120	tons	0.00	-	0.00	-	10.00	1,200.00	1,200.00
5	General Clean Up	1	ls	150.00	150.00	500.00	500.00	0.00	-	650.00
6	Final Clean Up	24	units	0.00	-	0.00	-	50.00	1,200.00	1,200.00
7		0		0.00	-	0.00	-	0.00	-	-
8		0		0.00	-	0.00	-	0.00	-	-
9		0		0.00	-	0.00	-	0.00	-	-
10		0		0.00	-	0.00	-	0.00	-	-
11		0		0.00	-	0.00	-	0.00	-	-
12		0		0.00	-	0.00	-	0.00	-	-
13		0		0.00	-	0.00	-	0.00	-	-
14		0		0.00	-	0.00	-	0.00	-	-
15		0		0.00	-	0.00	-	0.00	-	-
16		0		0.00	-	0.00	-	0.00	-	-
17		0		0.00	-	0.00	-	0.00	-	-
18		0		0.00	-	0.00	-	0.00	-	-
19		0		0.00	-	0.00	-	0.00	-	-
20		0		0.00	-	0.00	-	0.00	-	-
21		0		0.00	-	0.00	-	0.00	-	-
22		0		0.00	-	0.00	-	0.00	-	-
23		0		0.00	-	0.00	-	0.00	-	-
24		0		0.00	-	0.00	-	0.00	-	-
25		0		0.00	-	0.00	-	0.00	-	-
26		0		0.00	-	0.00	-	0.00	-	-
27		0		0.00	-	0.00	-	0.00	-	-
28		0		0.00	-	0.00	-	0.00	-	-
29		0		0.00	-	0.00	-	0.00	-	-
30		0		0.00	-	0.00	-	0.00	-	-
31		0		0.00	-	0.00	-	0.00	-	-
32		0		0.00	-	0.00	-	0.00	-	-
33		0		0.00	-	0.00	-	0.00	-	-
34		0		0.00	-	0.00	-	0.00	-	-
35		0		0.00	-	0.00	-	0.00	-	-
36		0		0.00	-	0.00	-	0.00	-	-
37		0		0.00	-	0.00	-	0.00	-	-
38		0		0.00	-	0.00	-	0.00	-	-
39		0		0.00	-	0.00	-	0.00	-	-
40		0		0.00	-	0.00	-	0.00	-	-
	TOTAL FOR 2 BUILDINGS				$2,950.00		$500.00		$2,650.00	$6,100.00

Consolidated ROA_1950

BUILDING:	Riverwalk Phase II									
PHASE:	18 MISCELLANEOUS SUBS									
				MATERIAL		LABOR		SUBCONTRACT		TOTAL
NO.	ITEM	QUANTITY	UNIT	RATE	AMOUNT	RATE	AMOUNT	RATE	AMOUNT	AMOUNT
1	HVAC & Electrical	1	ls	0.00	-	0.00	-	2000.00	2,000.00	2000.00
2	Landscaping Repairs	1	ls	0.00	-	0.00	-	1500.00	1,500.00	1500.00
3		0		0.00	-	0.00	-	0.00	-	0.00
4		0		0.00	-	0.00	-	0.00	-	0.00
5		0		0.00	-	0.00	-	0.00	-	0.00
6		0		0.00	-	0.00	-	0.00	-	0.00
7		0		0.00	-	0.00	-	0.00	-	0.00
8		0		0.00	-	0.00	-	0.00	-	0.00
9		0		0.00	-	0.00	-	0.00	-	0.00
10		0		0.00	-	0.00	-	0.00	-	0.00
11		0		0.00	-	0.00	-	0.00	-	0.00
12		0		0.00	-	0.00	-	0.00	-	0.00
13		0		0.00	-	0.00	-	0.00	-	0.00
14		0		0.00	-	0.00	-	0.00	-	0.00
15		0		0.00	-	0.00	-	0.00	-	0.00
16		0		0.00	-	0.00	-	0.00	-	0.00
17		0		0.00	-	0.00	-	0.00	-	0.00
18		0		0.00	-	0.00	-	0.00	-	0.00
19		0		0.00	-	0.00	-	0.00	-	0.00
20		0		0.00	-	0.00	-	0.00	-	0.00
21		0		0.00	-	0.00	-	0.00	-	0.00
22		0		0.00	-	0.00	-	0.00	-	0.00
23		0		0.00	-	0.00	-	0.00	-	0.00
24		0		0.00	-	0.00	-	0.00	-	0.00
25		0		0.00	-	0.00	-	0.00	-	0.00
26		0		0.00	-	0.00	-	0.00	-	0.00
27		0		0.00	-	0.00	-	0.00	-	0.00
28		0		0.00	-	0.00	-	0.00	-	0.00
29		0		0.00	-	0.00	-	0.00	-	0.00
30		0		0.00	-	0.00	-	0.00	-	0.00
31		0		0.00	-	0.00	-	0.00	-	0.00
32		0		0.00	-	0.00	-	0.00	-	0.00
33		0		0.00	-	0.00	-	0.00	-	0.00
34		0		0.00	-	0.00	-	0.00	-	0.00
35		0		0.00	-	0.00	-	0.00	-	0.00
36		0		0.00	-	0.00	-	0.00	-	0.00
37		0		0.00	-	0.00	-	0.00	-	0.00
38		0		0.00	-	0.00	-	0.00	-	0.00
39		0		0.00	-	0.00	-	0.00	-	0.00
	TOTAL PER BLDG. PHASE 18				-		-		3,500.00	3500.00
	TOTAL FOR 2 BUILDINGS				$0.00		$0.00		$7,000.00	$7,000.00

Consolidated ROA_1951

F.E. BAIDEN ASSOCIATES, LLC

Estimated Cost of Repairs for Riverwalk
Phase I, Phase II

DESCRIPTION	ESTIMATED TOTAL COST	ESTIMATED COST IMPROPER WORK	ESTIMATED COST DAMAGED WORK	% OF TOTAL DAMAGED WORK
Window & Masonry Repairs	$ 3,085,271.00	$ 2,855,524.00	$ 229,747.00	4.85%
Walkway Repairs	$ 392,632.00	$ 342,393.00	$ 50,239.00	1.06%
Balcony Repairs	$ 508,140.00	$ 441,165.00	$ 66,975.00	1.41%
Exterior Trim Repairs	$ 582,102.00	$ 84,349.00	$ 497,753.00	10.50%
Exterior Caulking	$ 161,703.00	$ 161,703.00	$ -	0.00%
Stair Bearing Repairs	$ 7,964.00	$ 7,964.00	$ -	0.00%
Draft Wall Repairs	$ 3,696.00	$ 3,701.00	$ -	0.00%
TOTAL	$ 4,741,508.00	$ 3,896,799.00	$ 844,714.00	17.82%

F.E. Baiden
Associates, LLC

BUILDING Riverwalk Phase I
PHASE: WINDOW / MASONRY REPAIRS

NO.	ITEM	QUANTITY	UNIT	REPAIR MATERIAL RATE	REPAIR MATERIAL AMOUNT	REPAIR LABOR RATE	REPAIR LABOR AMOUNT	REPAIR SUBCONTRACT RATE	REPAIR SUBCONTRACT AMOUNT	REPAIR TOTAL AMOUNT	DAMAGE MATERIAL RATE	DAMAGE MATERIAL AMOUNT	DAMAGE LABOR RATE	DAMAGE LABOR AMOUNT	DAMAGE SUBCONTRACTS RATE	DAMAGE SUBCONTRACTS AMOUNT	DAMAGE TOTAL AMOUNT	TOTAL REPAIR & DAMAGE AMOUNT
1	Remove Frieze & Misc. Trim	340	lf	0.00	-	1.00	340 00	0.00	-	340.00	0	-	0.00	-	0.00	-	-	340.00
2	Remove Downspouts	72	lf	0.00	-	1.00	72.00	0.00	-	72 00	0	-	0.00	-	0.00	-	-	72.00
3	Remove Brick Veneer	4176	sf	0.10	417.60	0 50	2,088 00	0.00	-	2,505.60	0	-	0.00	-	0.00	-	-	2,505.60
4	Remove Windows	16	each	0.00	-	50.00	800 00	0.00	-	800.00	0.00	-	0.00	-	0.00	-	-	800.00
5	Remove Damaged Sheathing	448	sf	0.00	-	0.00	-	0.00	-	-	0.00	-	0.50	224.00	0.00	-	224.00	224.00
6	Replace Damaged Sheathing	448	sf	0.00	-	0 00	-	0.00	-	-	0.60	268.80	0.75	336.00	0.00	-	604 80	604.80
7	Replace House Wrap	5400	sf	0.00	-	0.00	-	0.00	-	-	0.06	300 00	0.05	270.00	0.00	-	570.00	570.00
8	Re-Install Windows	24	each	0.00	-	35.00	840.00	6.25	150.00	990 00	0.00	-	0.00	-	0.00	-	-	990.00
9	Install Brick Lintels	24	each	275.00	6,600.00	15.00	360.00	0.00	-	6,960.00	0.00	-	0.00	-	0.00	-	-	6,960.00
10	Install Brick Veneer	4200	sf	5.56	23,352 00	0.08	336 00	6.25	26,250 00	49,938.00	0.00	-	0.00	-	0.00	-	-	49,938.00
11	Install Head & Sill Flashing	400	sf	1 50	600.00	0.75	300.00	0.00	-	900 00	0 00	-	0.00	-	0.00	-	-	900.00
12	Install Through Wall Flashing	140	sf	1.50	210 00	0.75	105.00	0.00	-	315.00	0.00	-	0.00	-	0.00	-	-	315.00
13	Clean Brick	4200	sf	0 25	1,050.00	0.15	630.00	0.00	-	1,680.00	0.00	-	0.00	-	0.00	-	-	1,680.00
14	Misc Masonry Materials	1	ls	250.00	250.00	0.00	-	0.00	-	250 00	0.00	-	0.00	-	0.00	-	-	250.00
15	Re-Install Frieze & Misc Trim	340	lf	0.00	-	1.00	340.00	0.00	-	340.00	0.00	-	0.00	-	0.00	-	-	340.00
16	Re-Install Downspouts	72	lf	0.00	-	1.00	72.00	0 00	-	72.00	0.00	-	0.00	-	0.00	-	-	72.00
17	Replacement Materials	1	ls	5000.00	5,000.00	0.00	-	0.00	-	5,000 00	0.00	-	0.00	-	0 00	-	-	5,000.00
18	Touch Up Painting	1	ls	0.00	-	0 00	-	1200.00	1,200.00	1,200 00	0.00	-	0.00	-	0.00	-	-	1,200.00
19	Install New Windows	24	each	1500 00	36,000.00	0.00	-	0.00	-	36,000.00	0.00	-	0.00	-	0.00	-	-	36,000.00
20	Phase 07 Interior Window Repair	1	ls	0.00	-	0 00	-	0.00	-	-	466.68	466.68	5250 00	5,250.00	682.00	682.00	6,398.68	6,398.68
21	Pro Rata General Conditions	1	ls	1599.26	1,599.26	290.77	290 77	3521.09	3,521.09	5,411.12	130 98	130.98	23.81	23.81	288.38	288.38	443.17	5,854.29
22	Pro Rata Equipment Rental	1	ls	2362 54	2,362.54	308.95	308.95	79 96	79.96	2,751.45	193.49	193.49	25.30	25.30	6 55	6.55	225.34	2,976.79
23	Pro Rata Supervision	1	ls	0.00	-	7020.01	7,020.01	0.00	-	7,020.01	0 00	-	574.94	574.94	0.00	-	574.94	7,594.95
24	Pro Rata Clean Up	1	ls	472.51	472.51	181.73	181.73	1124.57	1,124.57	1,778.81	38.70	38.70	14.88	14.88	92.10	92.10	145 68	1,924.49
25	Pro Rata Misc. Subs	1	ls	0.00	-	0.00	-	2162.63	2,162.63	2,162 63	0.00	-	0.00	-	177.12	177.12	177.12	2,339.75
26		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
27		0		0.00	-	0.00	-	0 00	-	-	0.00	-	0.00	-	0 00	-	-	-
28		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
29		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
30		0		0 00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
31		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
32		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0 00	-	0.00	-	-	-
33		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
34		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
35		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
36		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
37		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
38		0		0.00	-	0 00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
39		0		0.00	-	0 00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
	TOTAL PER BLDG.				77,913.90		14,084.46		34,488.25	126,486.62		1,398.65		6,718.94		1,246.15	9,363.73	135,850.35
	TOTAL FOR 17 BUILDINGS				$ 1,324,536.34		$ 239,435.89		$ 586,300.29	$ 2,150,272.51		$ 23,777.02		$ 114,221.95		$ 21,184.49	$ 159,183.47	$ 2,309,455.98
	SALES TAX				$ 105,962.91		$ -			$ 105,962.91		$ 1,902.16		$ -		$ -	$ 1,902.16	$ 107,865.07
	LABOR OVERHAEAD				$ -		$ 59,858 97			$ 59,858.97		$ -		$ 28,555.49		$ -	$ 28,555.49	$ 88,414.46
	SUBTOTAL				$ 1,430,499.24		$ 299,294.86		$ 586,300.29	$ 2,316,094.39		$ 25,679.19		$ 142,777.44		$ 21,184.49	$ 189,641.12	$ 2,505,735.51
	PRO RATA ARCH. & ENG. FEES									$ 154,473.64							$ 12,651.36	$ 167,125.00
	SUBTOTAL									$ 2,470,568.02							$ 202,292.48	$ 2,672,860.51
	OVERHEAD, FEE & CONTGEN.									$ 328,722.22							$ 26,916.09	$ 355,638.31
	TOTAL									$ 2,799,290.24							$ 229,208.57	$ 3,028,498.81
	PERCENTAGE OF TOTAL									92.43%							7.57%	

06

BUILDING Riverwalk Phase I
PHASE: Walkway Repairs

NO.	ITEM	QUANTITY	UNIT	REPAIR MATERIAL RATE	REPAIR MATERIAL AMOUNT	REPAIR LABOR RATE	REPAIR LABOR AMOUNT	REPAIR SUBCONTRACT RATE	REPAIR SUBCONTRACT AMOUNT	REPAIR TOTAL AMOUNT	DAMAGE MATERIAL RATE	DAMAGE MATERIAL AMOUNT	DAMAGE LABOR RATE	DAMAGE LABOR AMOUNT	DAMAGE SUBCONTRACTS RATE	DAMAGE SUBCONTRACTS AMOUNT	DAMAGE TOTAL AMOUNT	TOTAL REPAIR & DAMAGE AMOUNT
1	Remove Outdoor Carpet	85	sy	0.25	21.25	1.00	85.00	0.00	-	106.25	0.00	-	0.00	-	0.00	-	-	106.25
2	Remove Handrails	160	lf	0.00	-	3.00	480.00	0.00	-	480.00	0.00	-	0.00	-	0.00	-	-	480.00
3	Remove Downspouts	72	lf	0.00	-	1.00	72.00	0.00	-	72.00	0.00	-	0.00	-	0.00	-	-	72.00
4	Remove Damaged Sheathing	768	sf	0.00	-	0.00	-	0.00	-	-	0.10	76.80	0.50	384.00	0.00	-	460.80	460.80
5	Replace Damaged Sheathing	768	sf	0.00	-	0.00	-	0.00	-	-	1.00	768.00	0.50	384.00	0.00	-	1,152.00	1,152.00
6	Apply Deckcoating	768	sf	0.00	-	0.00	-	3.50	2,688.00	2,688.00	0.00	-	0.00	-	0.00	-	-	2,688.00
7	Re-Install Handrails	160	lf	0.50	80.00	3.00	480.00	0.00	-	560.00	0.00	-	0.00	-	0.00	-	-	560.00
8	Re-Install Downspouts	72	lf	0.25	18.00	1.00	72.00	0.00	-	90.00	0.00	-	0.00	-	0.00	-	-	90.00
9	Install Outdoor Carpet	102	sy	0.00	-	0.00	-	20.00	2,040.00	2,040.00	0.00	-	0.00	-	0.00	-	-	2,040.00
10	Add Framing for Add'l Slope	1440	bf	0.60	864.00	1.50	2,160.00	0.00	-	3,024.00	0.00	-	0.00	-	0.00	-	-	3,024.00
11	Install Edge Flashing	152	lf	3.50	532.00	1.00	152.00	0.00	-	684.00	0.00	-	0.00	-	0.00	-	-	684.00
12	Rough Hardware	1	ls	100.00	100.00	0.00	-	0.00	-	100.00	0.00	-	0.00	-	0.00	-	-	100.00
13	Remove Gyp. Bd. Ceilings	1944	sf	0.00	-	0.15	291.60	0.00	-	291.60	0.00	-	0.00	-	0.00	-	-	291.60
14	Install Expansion Joints	100	lf	1.00	100.00	1.00	100.00	0.00	-	200.00	0.00	-	0.00	-	0.00	-	-	200.00
15	Replace Gyp. Bd. Ceilings	2256	sf	0.25	564.00	0.25	564.00	0.00	-	1,128.00	0.00	-	0.00	-	0.00	-	-	1,128.00
16	Pro Rata General Conditions	1	ls	177.85	177.85	32.34	32.34	391.57	391.57	601.75	26.11	26.11	4.75	4.75	57.48	57.48	88.33	690.08
17	Pro Rata Equipment Rental	1	ls	262.73	262.73	34.36	34.36	8.89	8.89	305.98	38.57	38.57	5.04	5.04	1.31	1.31	44.91	350.89
18	Pro Rata Supervision	1	ls	0.00	-	780.67	780.67	0.00	-	780.67	0.00	-	114.59	114.59	0.00	-	114.59	895.26
19	Pro Rata Clean Up	1	ls	52.55	52.55	20.21	20.21	125.06	125.06	197.81	7.71	7.71	2.97	2.97	18.36	18.36	29.04	226.85
20	Pro Rata Misc. Subs	1	ls	0.00	-	0.00	-	240.50	240.50	240.50	0.00	-	0.00	-	35.30	35.30	35.30	275.80
21		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
22		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
23		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
24		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
25		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
26		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
27		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
28		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
29		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
30		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
31		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
32		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
33		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
34		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
35		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
36		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
37		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
38		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
39		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
	TOTAL PER BLDG.				2,772.37		5,324.17		5,494.02	13,590.56		917.18		895.35		112.44	1,924.98	15,515.53
	TOTAL FOR 17 BUILDINGS				$ 47,130.31		$90,510.89		$93,398.26	$231,039.45		15,592.14		15,220.94		1,911.52	32,724.61	$263,764.06
	SALES TAX				$ 3,770.42		$ -			$ 3,770.42		$ 1,247.37		$ -		$ -	$ 1,247.37	$ 5,017.80
	LABOR OVERHEAD				$ -		$ 22,627.72			$ 22,827.72		$ -		$ 3,805.24		$ -	$ 3,805.24	$ 26,432.96
	SUBTOTAL				$ 50,900.73		$ 113,138.61		$ 93,398.26	$ 257,437.60		$ 16,839.51		$ 19,026.18		$ 1,911.52	$ 37,777.22	$ 295,214.82
	PRO RATA ARCH. & ENG. FEES									$ 17,178.40							$ 2,521.60	$ 19,700.00
	SUBTOTAL									$ 274,616.00							$ 40,298.82	$ 314,914.82
	OVERHEAD, FEE & CONTGEN.									$ 36,539.12							$ 5,361.97	$ 41,901.09
	TOTAL									$ 311,155.12							$ 45,660.79	$ 356,815.91
	PERCENTAGE OF TOTAL									87.20%							12.80%	

BUILDING	Riverwalk Phase I																	
PHASE.	Balcony Repairs																	
				REPAIR MATERIAL		REPAIR LABOR		REPAIR SUBCONTRACT		REPAIR TOTAL	DAMAGE MATERIAL		DAMAGE LABOR		DAMAGE SUBCONTRACTS		DAMAGE TOTAL	TOTAL REPAIR & DAMAGE
NO.	ITEM	QUANTITY	UNIT	RATE	AMOUNT	RATE	AMOUNT	RATE	AMOUNT	AMOUNT	RATE	AMOUNT	RATE	AMOUNT	RATE	AMOUNT	AMOUNT	AMOUNT
1	Remove Screening	320	sf	0.25	80.00	1.00	320.00	0.00	-	400.00	0.00	-	0.00	-	0.00	-	-	400.00
2	Remove Handrails	160	lf	0.00	-	3.00	480.00	0.00	-	480.00	0.00	-	0.00	-	0.00	-	-	480.00
3	Remove Outdoor Carpet	114	sy	0.00	-	1.00	114.00	0.00	-	114.00	0.00	-	0.00	-	0.00	-	-	114.00
4	Remove Damaged Sheathing	1024	sf	0.00	-	0.00	-	0.00	-	-	0.10	102.40	0.50	512.00	0.00	-	614.40	614.40
5	Replace Damaged Sheathing	1024	sf	0.00	-	0.00	-	0.00	-	-	1.00	1,024.00	0.50	512.00	0.00	-	1,536.00	1,536.00
6	Apply Deckcoating	1024	sf	0.00	-	0.00	-	3.50	3,584.00	3,584.00	0.00	-	0.00	-	0.00	-	-	3,584.00
7	Re-Install Handrails	160	lf	0.50	80.00	3.00	480.00	0.00	-	560.00	0.00	-	0.00	-	0.00	-	-	560.00
8	Install Outdoor Carpet	131	sy	0.00	-	0.00	-	20.00	2,620.00	2,620.00	0.00	-	0.00	-	0.00	-	-	2,620.00
9	Install Screening	320	sf	0.50	160.00	1.00	320.00	0.00	-	480.00	0.00	-	0.00	-	0.00	-	-	480.00
10	Install Edge Flashing	128	lf	3.50	448.00	10.00	1,280.00	0.00	-	1,728.00	0.00	-	0.00	-	0.00	-	-	1,728.00
11	Add'l Framing for Slope	2204	bf	0.60	1,322.40	1.50	3,306.00	0.00	-	4,628.40	0.00	-	0.00	-	0.00	-	-	4,628.40
12	Rough Hardware	1	ls	100.00	100.00	0.00	-	0.00	-	100.00	0.00	-	0.00	-	0.00	-	-	100.00
13	Pro Rata General Conditions	1	ls	228.98	228.98	41.63	41.63	504.15	504.15	774.76	34.76	34.76	6.32	6.32	76.53	76.53	117.61	892.37
14	Pro Rata Equipment Rental	1	ls	338.27	338.27	44.23	44.23	11.45	11.45	393.95	51.35	51.35	6.72	6.72	1.74	1.74	59.80	453.75
15	Pro Rata Supervision	1	ls	0.00	-	1005.12	1,005.12	0.00	-	1,005.12	0.00	-	152.59	152.59	0.00	-	152.59	1,157.70
16	Pro Rata Clean Up	1	ls	67.65	67.65	26.02	26.02	161.01	161.01	254.69	10.27	10.27	3.95	3.95	24.44	24.44	38.66	293.35
17	Pro Rata Misc. Subs	1	ls	0.00	-	0.00	-	309.64	309.64	309.64	0.00	-	0.00	-	47.01	47.01	47.01	356.65
18		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
19		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
20		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
21		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
22		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
23		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
24		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
25		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
26		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
27		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
28		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
29		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
30		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
31		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
32		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
33		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
34		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
35		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
36		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
37		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
38		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
39		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
	TOTAL PER BLDG				2,825.30		7,417.01		7,190.26	17,432.56		1,222.78		1,193.57		149.72	2,566.08	19,998.63
	TOTAL FOR 17 BUILDINGS				$ 48,030.09		$ 126,089.11		$ 122,234.31	$ 296,353.51		$ 20,787.31		$ 20,290.71		$ 2,545.27	$ 43,623.28	$ 339,976.79
	SALES TAX				$ 3,842.41		$ -			$ 3,842.41		$ 1,662.98		$ -		$ -	$ 1,662.98	$ 5,505.39
	LABOR OVERHEAD				$ -		$ 31,522.28			$ 31,522.28		$ -		$ 5,072.68		$ -	$ 5,072.68	$ 36,594.95
	SUBTOTAL				$ 51,872.50		$ 157,611.39		$ 122,234.31	$ 331,718.20		$ 22,450.30		$ 25,363.38		$ 2,545.27	$ 50,358.94	$ 382,077.14
	PRO RATA ARCH & ENG. FEES									$ 22,117.40							$ 3,357.61	$ 25,475.00
	SUBTOTAL									$ 353,835.59							$ 53,716.55	$ 407,552.14
	OVERHEAD, FEE & CONTGEN.									$ 47,079.71							$ 7,147.27	$ 54,226.98
	TOTAL									$ 400,915.30							$ 60,863.82	$ 461,779.12
	PERCENTAGE OF TOTAL									86.82%							13.18%	

BUILDING Riverwalk Phase I
PHASE: Exterior Trim Repairs

NO.	ITEM	QUANTITY	UNIT	REPAIR MATERIAL RATE	REPAIR MATERIAL AMOUNT	REPAIR LABOR RATE	REPAIR LABOR AMOUNT	REPAIR SUBCONTRACT RATE	REPAIR SUBCONTRACT AMOUNT	REPAIR TOTAL AMOUNT	DAMAGE MATERIAL RATE	DAMAGE MATERIAL AMOUNT	DAMAGE LABOR RATE	DAMAGE LABOR AMOUNT	DAMAGE SUBCONTRACTS RATE	DAMAGE SUBCONTRACTS AMOUNT	DAMAGE TOTAL AMOUNT	TOTAL REPAIR & DAMAGE AMOUNT
1	Remove Railings (Stairs)	150	lf	0.00	-	3.00	450.00	0.00	-	450.00	0.00	-	0.00	-	0.00	-	-	450.00
2	Remove Column Trim	2736	lf	0.00	-	0.00	-	0.00	-	-	0.10	273.60	0.50	1,368.00	0.00	-	1,641.60	1,641.60
3	Install New Column Base Trim	70	lf	0.00	-	0.00	-	0.00	-	-	1.80	126.00	1.00	70.00	0.00	-	196.00	196.00
4	Install New Column Vert. Trim	2600	lf	0.00	-	0.00	-	0.00	-	-	2.65	6,890.00	1.00	2,600.00	0.00	-	9,490.00	9,490.00
5	Install New Column Corner Trim	2600	lf	0.00	-	0.00	-	0.00	-	-	0.65	1,690.00	0.50	1,300.00	0.00	-	2,990.00	2,990.00
6	Remove Hardi-Plank Siding	625	lf	0.00	-	1.00	625.00	0.00	-	625.00	0.00	-	0.00	-	0.00	-	-	625.00
7	Remove Arched Trim	112	lf	0.00	-	1.00	112.00	0.00	-	112.00	0.00	-	0.00	-	0.00	-	-	112.00
8	Reinstall Hardi-Plank	625	lf	0.00	-	1.00	625.00	0.00	-	625.00	0.00	-	0.00	-	0.00	-	-	625.00
9	Reinstall Arched Trim	112	lf	0.00	-	1.00	112.00	0.00	-	112.00	0.00	-	0.00	-	0.00	-	-	112.00
10	Rough Hardware	1	ls	0.00	-	0.00	-	0.00	-	-	250.00	250.00	0.00	-	0.00	-	250.00	250.00
11	Reinstall Railings	150	lf	0.10	15.00	3.00	450.00	0.00	-	465.00	0.00	-	0.00	-	0.00	-	-	465.00
12	Painting	1	ls	0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	2000.00	2,000.00	2,000.00	2,000.00
13	Pro Rata General Conditions	1	ls	41.58	41.58	7.56	7.56	91.54	91.54	140.67	259.70	259.70	47.22	47.22	571.77	571.77	878.68	1,019.36
14	Pro Rata Equipment Renatal	1	ls	61.42	61.42	8.03	8.03	2.08	2.08	71.53	383.64	383.64	50.17	50.17	12.98	12.98	446.79	518.32
15	Pro Rata Supervision	1	ls	0.00	-	182.50	182.50	0.00	-	182.50	0.00	-	1139.94	1,139.94	0.00	-	1,139.94	1,322.44
16	Pro Rata Clean Up	1	ls	12.28	12.28	4.72	4.72	29.24	29.24	46.24	76.73	76.73	29.51	29.51	182.61	182.61	288.85	335.10
17	Pro Rata Misc. Subs	1	ls	0.00	-	0.00	-	56.22	56.22	56.22	0.00	-	0.00	-	351.18	351.18	351.18	407.40
18		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
19		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
20		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
21		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
22		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
23		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
24		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
25		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
26		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
27		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
28		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
29		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
30		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
31		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
32		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
33		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
34		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
35		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
36		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
37		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
38		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
39		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
	TOTAL PER BLDG.				130.28		2,576.81		179.07	2,886.16		9,949.66		6,604.84		3,118.55	19,673.05	22,559.21
	TOTAL FOR 17 BUILDINGS				$ 2,214.71		$ 43,805.81		$ 3,044.22	$ 49,064.73		$ 169,144.29		$ 112,282.29		$ 53,015.33	$ 334,441.91	$ 383,506.64
	SALES TAX				$ 177.18		$ -			$ 177.18		$ 13,531.54		$ -		$ -	$ 13,531.54	$ 13,708.72
	LABOR OVERHEAD				$ -		$ 10,951.45			$ 10,951.45		$ -		$ 28,070.57		$ -	$ 28,070.57	$ 39,022.02
	SUBTOTAL				$ 2,391.89		$ 54,757.26		$3,044.22	$ 60,193.36		$ 182,675.83		$ 140,352.86		$ 53,015.33	$ 376,044.02	$ 438,237.39
	PRO RATA ARCH. & ENG. FEES									$ 4,015.80							$ 25,084.20	$ 29,100.00
	SUBTOTAL									$ 64,209.16							$ 401,128.22	$ 465,337.39
	OVERHEAD, FEE & CONTGEN.									$ 8,543.37							$ 53,372.24	$ 61,915.61
	TOTAL									$ 72,752.53							$ 454,500.47	$ 527,253.00
	PERCENTAGE OF TOTAL									13.80%							86.20%	

BUILDING	Riverwalk Phase I																	
PHASE.	Exterior Caulking																	
				REPAIR MATERIAL		REPAIR LABOR		REPAIR SUBCONTRACT		REPAIR TOTAL	DAMAGE MATERIAL		DAMAGE LABOR		DAMAGE SUBCONTRACTS		DAMAGE TOTAL	TOTAL REPAIR & DAMAGE
NO.	ITEM	QUANTITY	UNIT	RATE	AMOUNT	RATE	AMOUNT	RATE	AMOUNT	AMOUNT	RATE	AMOUNT	RATE	AMOUNT	RATE	AMOUNT	AMOUNT	AMOUNT
1	Exterior Caulking	2600	lf	0.85	2,210.00	1.10	2,860.00	0.00	-	5,070.00	0.00	-	0.00	-	0.00	-	-	5,070.00
2	Pro Rata General Conditions	1		83.08	83.08	15.11	15.11	182.92	182.92	281.11	0.00	-	0.00	-	0.00	-	-	281.11
3	Pro Rata Equipment Rental	1		122.74	122.74	16.05	16.05	4.15	4.15	142.94	0.00	-	0.00	-	0.00	-	-	142.94
4	Pro Rata Supervision	1		0.00	-	364.69	364.69	0.00	-	364.69	0.00	-	0.00	-	0.00	-	-	364.69
5	Pro Rata Clean Up	1		24.55	24.55	9.44	9.44	58.42	58.42	92.41	0.00	-	0.00	-	0.00	-	-	92.41
6	Pro Rata Misc. Subs	1		0.00	-	0.00	-	112.35	112.35	112.35	0.00	-	0.00	-	0.00	-	-	112.35
7		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
8		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
9		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
10		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
11		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
12		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
13		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
14		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
15		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
16		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
17		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
18		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
19		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
20		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
21		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
22		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
23		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
24		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
25		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
26		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
27		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
28		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
29		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
30		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
31		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
32		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
33		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
34		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
35		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
36		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
37		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
38		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
39		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
	TOTAL PER BLDG				2,440.36		3,265.29		357.85	6,063.50		-		-		-	-	6,063.50
	TOTAL FOR 17 BUILDINGS				$ 41,486.20		$ 55,509.94		$6,083.43	$ 103,079.58		$ -		$ -		$ -	$ -	$ 103,079.58
	SALES TAX				$ 3,318.90		$ -			$ 3,318.90		$ -		$ -		$ -	$ -	$ 3,318.90
	LABOR OVERHEAD				$ -		$ 13,877.49			$ 13,877.49		$ -		$ -		$ -	$ -	$ 13,877.49
	SUBTOTAL				$ 44,805.10		$ 69,387.43		$6,083.43	$ 120,275.96		$ -		$ -		$ -	-	$ 120,275.96
	PRO RATA ARCH & ENG FEES									$ 8,025.00							$ -	$ 8,025.00
	SUBTOTAL									$ 128,300.96							$ -	$ 128,300.96
	OVERHEAD, FEE & CONTGEN.									$ 17,071.12							$ -	$ 17,071.12
	TOTAL									$ 145,372.08							$ -	$ 145,372.08
	PERCENTAGE OF TOTAL									100.00%							0.00%	

BUILDING	Riverwalk Phase I																	
PHASE	Stair Bearing Repair																	
				REPAIR MATERIAL		REPAIR LABOR		REPAIR SUBCONTRACT		REPAIR TOTAL	DAMAGE MATERIAL		DAMAGE LABOR		DAMAGE SUBCONTRACTS		DAMAGE TOTAL	TOTAL REPAIR & DAMAGE
NO.	ITEM	QUANTITY	UNIT	RATE	AMOUNT	RATE	AMOUNT	RATE	AMOUNT	AMOUNT	RATE	AMOUNT	RATE	AMOUNT	RATE	AMOUNT	AMOUNT	AMOUNT
1	Framing for Add'l Bearing	120	bf	0.60	72.00	1.10	132.00	0.00	-	204.00	0.00	-	0.00	-	0.00	-	-	204.00
2	Rough Hardware	1	ls	50.00	50.00	0.00	-	0.00	-	50.00	0.00	-	0.00	-	0.00	-	-	50.00
3	Pro Rata General Conditions	1	ls	4.14	4.14	0.75	0.75	9.12	9.12	14.01	0.00	-	0.00	-	0.00	-	-	14.01
4	Pro Rata Equipment Rentals	1	ls	6.12	6.12	0.80	0.80	0.21	0.21	7.12	0.00	-	0.00	-	0.00	-	-	7.12
5	Pro Rata Supervision	1	ls	0.00	-	18.18	18.18	0.00	-	18.18	0.00	-	0.00	-	0.00	-	-	18.18
6	Pro Rata Clean Up	1	ls	1.22	1.22	0.47	0.47	2.91	2.91	4.61	0.00	-	0.00	-	0.00	-	-	4.61
7	Pro Rata Misc. Subs	1	ls	0.00	-	0.00	-	5.60	5.60	5.60	0.00	-	0.00	-	0.00	-	-	5.60
8		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
9		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
10		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
11		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
12		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
13		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
14		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
15		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
16		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
17		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
18		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
19		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
20		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
21		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
22		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
23		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
24		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
25		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
26		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
27		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
28		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
29		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
30		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
31		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
32		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
33		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
34		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
35		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
36		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
37		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
38		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
39		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
	TOTAL PER BLDG.				133.48		152.20		17.84	303.52		-		-		-	-	303.52
	TOTAL FOR 17 BUILDINGS				$ 2,269.20		$ 2,587.42		$ 303.22	$ 5,159.85		$ -		$ -		$ -	$ -	$ 5,159.85
	SALES TAX				$ 181.54		$ -		$ -	$ 181.54		$ -		$ -		$ -	$ -	$ 181.54
	LABOR OVERHEAD				$ -		$ 646.86		$ -	$ 646.86		$ -		$ -		$ -	$ -	$ 646.86
	SUTOTAL				$ 2,450.74		$ 3,234.28		$ 303.22	$ 5,988.24		$ -		$ -		$ -	$ -	$ 5,988.24
	PRO RATA ARCH. & ENG. FEES									$ 400.00							$ -	$ 400.00
	SUTOTAL									$ 6,388.24							$ -	$ 6,388.24
	OVERHEAD, FEE & CONTGEN.									$ 849.99							$ -	$ 849.99
	TOTAL									$ 7,238.23							$ -	$ 7,238.23
	PERCENT OF TOTAL									100.00%							0.00%	

BUILDING	Riverwalk Phase I																	
PHASE	Draft Wall Repair																	
				REPAIR MATERIAL		REPAIR LABOR		REPAIR SUBCONTRACT		REPAIR TOTAL	DAMAGE MATERIAL		DAMAGE LABOR		DAMAGE SUBCONTRACTS		DAMAGE TOTAL	TOTAL REPAIR & DAMAGE
NO	ITEM	QUANTITY	UNIT	RATE	AMOUNT	RATE	AMOUNT	RATE	AMOUNT	AMOUNT	RATE	AMOUNT	RATE	AMOUNT	RATE	AMOUNT	AMOUNT	AMOUNT
1	Drywall 5/8" FC	32	sf	0.25	8.00	3.00	96.00	0.00	-	104.00	0.00	-	0.00	-	0.00	-	-	104.00
2	Misc. Tape / Mud	1	ls	10.00	10.00	0.00	-	0.00	-	10.00	0.00	-	0.00	-	0.00	-	-	10.00
3	Pro Rata General Conditions	1	ls	1.81	1.81	0.33	0.33	3.99	3.99	6.13	0.00	-	0.00	-	0.00	-	-	6.13
4	Pro Rata Equipment Rental	1	ls	2.68	2.68	0.35	0.35	0.09	0.09	3.12	0.00	-	0.00	-	0.00	-	-	3.12
5	Pro Rata Supervision	1	ls	0.00	-	7.95	7.95	0.09	0.09	8.04	0.00	-	0.00	-	0.00	-	-	8.04
6	Pro Rata Clean Up	1	ls	0.54	0.54	0.21	0.21	1.27	1.27	2.02	0.00	-	0.00	-	0.00	-	-	2.02
7	Pro Rata Misc. Subs	1	ls	0.00	-	0.00	-	2.45	2.45	2.45	0.00	-	0.00	-	0.00	-	-	2.45
8		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
9		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
10		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
11		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
12		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
13		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
14		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
15		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
16		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
17		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
18		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
19		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
20		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
21		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
22		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
23		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
24		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
25		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
26		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
27		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
28		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
29		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
30		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
31		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
32		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
33		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
34		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
35		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
36		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
37		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
38		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
39		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
	TOTAL PER BLDG.				23.02		104.84		7.89	135.76		-		-		-	-	135.76
	TOTAL FOR 17 BUILDINGS				$ 391.40		$ 1,782.25		$ 134.20	$ 2,307.85		$ -		$ -		$ -	$ -	$ 2,307.85
	SALES TAX				$ 31.31		$ -		$ -	$ 31.31		$ -		$ -		$ -	$ -	$ 31.31
	LABOR OVERHEAD				$ -		$ 445.56		$ -	$ 445.56		$ -		$ -		$ -	$ -	$ 445.56
	SUBTOTAL				$ 422.71		$ 2,227.81		$ 134.20	$ 2,784.72		$ -		$ -		$ -	$ -	$ 2,784.72
	PRO RATA ARCH & ENG. FEES									$ 175.00							$ -	$ 175.00
	SUBTOTAL									$ 2,959.72							$ -	$ 2,959.72
	OVERHEAD, FEE & CONTGEN.									$ 393.81							$ -	$ 393.81
	TOTAL									$ 3,353.53							$ -	$ 3,353.53
	PERCENT OF TOTAL									100.00%							0.00%	

F.E. Balden
Associates, LLC

BUILDING	Riverwalk Phase II																	
PHASE:	Window / Masonry Repairs																	
				REPAIR MATERIAL		REPAIR LABOR		REPAIR SUBCONTRACT		REPAIR TOTAL	DAMAGE MATERIAL		DAMAGE LABOR		DAMAGE SUBCONTRACTS		DAMAGE TOTAL	TOTAL REPAIR & DAMAGE
NO.	ITEM	QUANTITY	UNIT	RATE	AMOUNT	RATE	AMOUNT	RATE	AMOUNT	AMOUNT	RATE	AMOUNT	RATE	AMOUNT	RATE	AMOUNT	AMOUNT	AMOUNT
1	Remove Downspouts	72	lf	0.00	-	1.00	72.00	0.00	-	72.00	0.00	-	0.00	-	0.00	-	-	72.00
2	Remove Brick Veneer	1400	sf	0.10	140.00	0.50	700.00	0.00	-	840.00	0.00	-	0.00	-	0.00	-	-	840.00
3	Replace House Wrap	1800	sf	0.00	-	0.00	-	0.00	-	-	0.06	100.00	0.05	90.00	0.00	-	190.00	190.00
4	Install Brick Veneer	1400	sf	5.56	7,784.00	0.08	112.00	6.25	8,750.00	16,646.00	0.00	-	0.00	-	0.00	-	-	16,646.00
5	Install Head & Sill Flashing	150	sf	1.50	225.00	0.75	112.50	0.00	-	337.50	0.00	-	0.00	-	0.00	-	-	337.50
6	Install Through Wall Flashing	140	sf	1.50	210.00	0.75	105.00	0.00	-	315.00	0.00	-	0.00	-	0.00	-	-	315.00
7	Clean Brick	1400	sf	0.25	350.00	0.15	210.00	0.00	-	560.00	0.00	-	0.00	-	0.00	-	-	560.00
8	Misc. Masonry Materials	1	ls	250.00	250.00	0.00	-	0.00	-	250.00	0.00	-	0.00	-	0.00	-	-	250.00
9	Re-Install Downspouts	72	lf	0.00	-	1.00	72.00	0.00	-	72.00	0.00	-	0.00	-	0.00	-	-	72.00
10	Replacement Materials	1	ls	1500.00	1,500.00	0.00	-	0.00	-	1,500.00	0.00	-	0.00	-	0.00	-	-	1,500.00
11	Touch Up Painting	1	ls	0.00	-	0.00	-	1200.00	1,200.00	1,200.00	0.00	-	0.00	-	0.00	-	-	1,200.00
12	Pro Rata Clean Up	1	ls	392.71	392.71	66.56	66.56	352.78	352.78	812.05	3.77	3.77	0.64	0.64	3.38	3.38	7.79	819.84
13	Pro Rata Misc. Subs	1	ls	0.00	-	0.00	-	931.86	931.86	931.86	0.00	-	0.00	-	8.29	8.29	8.29	940.15
14		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
15		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
16		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
17		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
18		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
19		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
20		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
21		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
22		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
23		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
24		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
25		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
26		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
27		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
28		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
29		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
30		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
31		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
32		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
33		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
34		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
35		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
36		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
37		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
38		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
39		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
	TOTAL PER BLDG.				10,851.71		1,450.06		11,234.64	23,536.41		103.77		90.64		11.68	206.08	23,742.49
	TOTAL FOR 2 BUILDINGS				$ 21,703.43		$ 2,900.12		$ 22,469.28	$ 47,072.83		$ 207.53		$ 181.28		$ 23.35	$ 412.16	$ 47,484.99
	SALES TAX				$ 1,736.27		$ -		$ -	$ 1,736.27		$ 16.60		$ -		$ -	$ 16.60	$ 1,752.88
	LABOR OVERHEAD				$ -		$ 725.03		$ -	$ 725.03		$ -		$ 45.32		$ -	$ 45.32	$ 770.35
	SUBTOTAL				$ -		$ 3,625.15		$ 22,469.28	$ 49,534.13		$ 224.14		$ 226.60		$ 23.35	$ 474.08	$ 50,008.22
	PRO RATE ARCH. & ENG. FEES									incl. in ph 1							incl. in ph 1	incl. in ph 1
	SUBTOTAL									$ 49,534.13							$ 474.08	$ 50,008.22
	OVERHEAD, FEE & CONTGEN									$ 6,699.99							$ 64.12	$ 6,764.11
	TOTAL									$ 56,234.12							$ 538.21	$ 56,772.33
	PERCENT OF TOTAL									99.05%							0.95%	

BUILDING: Riverwalk Phase II
PHASE: Walkway Repairs

NO.	ITEM	QUANTITY	UNIT	REPAIR MATERIAL RATE	REPAIR MATERIAL AMOUNT	REPAIR LABOR RATE	REPAIR LABOR AMOUNT	REPAIR SUBCONTRACT RATE	REPAIR SUBCONTRACT AMOUNT	REPAIR TOTAL AMOUNT	DAMAGE MATERIAL RATE	DAMAGE MATERIAL AMOUNT	DAMAGE LABOR RATE	DAMAGE LABOR AMOUNT	DAMAGE SUBCONTRACTS RATE	DAMAGE SUBCONTRACTS AMOUNT	DAMAGE TOTAL AMOUNT	TOTAL REPAIR & DAMAGE AMOUNT
1	Remove Outdoor Carpet	85	sy	0.25	21.25	1.00	85.00	0.00	-	106.25	0.00	-	0.00	-	0.00	-	-	106.25
2	Remove Handrails	160	lf	0.00	-	3.00	480.00	0.00	-	480.00	0.00	-	0.00	-	0.00	-	-	480.00
3	Remove Downspouts	72	lf	0.00	-	1.00	72.00	0.00	-	72.00	0.00	-	0.00	-	0.00	-	-	72.00
4	Remove Damaged Sheathing	768	lf	0.00	-	0.00	-	0.00	-	-	0.10	76.80	0.50	384.00	0.00	-	460.80	460.80
5	Replace Damaged Sheathing	768	sf	0.00	-	0.00	-	0.00	-	-	1.00	768.00	0.50	384.00	0.00	-	1,152.00	1,152.00
6	Apply Deckcoating	768	sf	0.00	-	0.00	-	3.50	2,688.00	2,688.00	0.00	-	0.00	-	0.00	-	-	2,688.00
7	Re-Install Handrails	160	lf	0.50	80.00	3.00	480.00	0.00	-	560.00	0.00	-	0.00	-	0.00	-	-	560.00
8	Re-Install Downspouts	72	lf	0.25	18.00	1.00	72.00	0.00	-	90.00	0.00	-	0.00	-	0.00	-	-	90.00
9	Install Outdoor Carpet	102	sy	0.00	-	0.00	-	20.00	2,040.00	2,040.00	0.00	-	0.00	-	0.00	-	-	2,040.00
10	Add Framing for Add'l Slope	1440	bf	0.60	864.00	1.50	2,160.00	0.00	-	3,024.00	0.00	-	0.00	-	0.00	-	-	3,024.00
11	Install Edge Flashing	152	lf	3.50	532.00	1.00	152.00	0.00	-	684.00	0.00	-	0.00	-	0.00	-	-	684.00
12	Rough Hardware	1	ls	100.00	100.00	0.00	-	0.00	-	100.00	0.00	-	0.00	-	0.00	-	-	100.00
13	Remove Gyp. Bd. Ceilings	1944	sf	0.00	-	0.15	291.60	0.00	-	291.60	0.00	-	0.00	-	0.00	-	-	291.60
14	Install Expansion Joints	100	lf	1.00	100.00	1.00	100.00	0.00	-	200.00	0.00	-	0.00	-	0.00	-	-	200.00
15	Replace Gyp. Bd. Ceiling	2256	sf	0.25	564.00	0.25	564.00	0.00	-	1,128.00	0.00	-	0.00	-	0.00	-	-	1,128.00
16	Pro Rata Clean Up	1	ls	218.66	218.66	37.06	37.06	196.43	196.43	452.15	31.50	31.50	5.34	5.34	28.29	28.29	65.13	517.28
17	Pro Rata Misc. Subs	1	ls	0.00	-	0.00	-	518.87	518.87	518.87	0.00	-	0.00	-	74.73	74.73	74.73	593.60
18		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
19		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
20		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
21		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
22		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
23		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
24		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
25		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
26		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
27		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
28		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
29		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
30		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
31		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
32		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
33		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
34		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
35		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
36		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
37		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
38		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
39		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
	TOTAL PER BLDG.				2,497.91		4,493.66		5,443.29	12,434.87		876.30		773.34		103.03	1,752.66	14,187.53
	TOTAL FOR 2 BUILDINGS				$ 4,995.83		$ 8,987.32		$ 10,886.59	$ 24,869.74		$ 1,752.59		$ 1,546.68		$ 206.05	$ 3,505.32	$ 28,375.06
	SALES TAX				$ 399.67		$ -		$ -	$ 399.67		$ 140.21		$ -		$ -	$ 140.21	$ 539.87
	LABOR OVERHEAD				$ -		$ 2,246.83		$ -	$ 2,246.83		$ -		$ 386.67		$ -	$ 386.67	$ 2,633.50
	SUBTOTAL				$ -		$ 11,234.15		$ 10,886.59	$ 27,516.24		$ 1,892.80		$ 1,933.35		$ 206.05	$ 4,032.20	$ 31,548.43
	PRO RATE ARCH. & ENG. FEES									Incl. in ph 1							Incl. in ph 1	Incl. in ph 1
	SUBTOTAL									$ 27,516.24							$ 4,032.20	$ 31,548.43
	OVERHEAD, FEE & CONTGEN.									$ 3,721.85							$ 545.39	$ 4,267.24
	TOTAL									$ 31,238.08							$ 4,577.59	$ 35,815.68
	PERCENT OF TOTAL									87.22%							12.78%	

BUILDING: Riverwalk Phase II
PHASE: Balcony Repairs

NO.	ITEM	QUANTITY	UNIT	REPAIR MATERIAL RATE	REPAIR MATERIAL AMOUNT	REPAIR LABOR RATE	REPAIR LABOR AMOUNT	REPAIR SUBCONTRACT RATE	REPAIR SUBCONTRACT AMOUNT	REPAIR TOTAL AMOUNT	DAMAGE MATERIAL RATE	DAMAGE MATERIAL AMOUNT	DAMAGE LABOR RATE	DAMAGE LABOR AMOUNT	DAMAGE SUBCONTRACTS RATE	DAMAGE SUBCONTRACTS AMOUNT	DAMAGE TOTAL AMOUNT	TOTAL REPAIR & DAMAGE AMOUNT
1	Remove Screening	320	sf	0.25	80.00	1.00	320.00	0.00	-	400.00	0.00	-	0.00	-	0.00	-	-	400.00
2	Remove Handrails	160	lf	0.00	-	3.00	480.00	0.00	-	480.00	0.00	-	0.00	-	0.00	-	-	480.00
3	Remove Outdoor Carpet	114	sf	0.00	-	1.00	114.00	0.00	-	114.00	0.00	-	0.00	-	0.00	-	-	114.00
4	Remove Damaged Sheathing	1024	sf	0.00	-	0.00	-	0.00	-	-	0.10	102.40	0.50	512.00	0.00	-	614.40	614.40
5	Replace Damaged Sheathing	1024	sf	0.00	-	0.00	-	0.00	-	-	1.00	1,024.00	0.50	512.00	0.00	-	1,536.00	1,536.00
6	Apply Deckcoating	1024	sf	0.00	-	0.00	-	3.50	3,584.00	3,584.00	0.00	-	0.00	-	0.00	-	-	3,584.00
7	Re-Install Handrails	160	lf	0.50	80.00	3.00	480.00	0.00	-	560.00	0.00	-	0.00	-	0.00	-	-	560.00
8	Install Outdoor Carpet	131	sy	0.00	-	0.00	-	20.00	2,620.00	2,620.00	0.00	-	0.00	-	0.00	-	-	2,620.00
9	Install Screening	320	sf	0.50	160.00	1.00	320.00	0.00	-	480.00	0.00	-	0.00	-	0.00	-	-	480.00
10	Install Edge Flashing	128	lf	3.50	448.00	10.00	1,280.00	0.00	-	1,728.00	0.00	-	0.00	-	0.00	-	-	1,728.00
11	Add'l Framing for Slope	2204	bf	0.60	1,322.40	1.50	3,306.00	0.00	-	4,628.40	0.00	-	0.00	-	0.00	-	-	4,628.40
12	Rough Hardware	1	ls	100.00	100.00	0.00	-	0.00	-	100.00	0.00	-	0.00	-	0.00	-	-	100.00
13	Pro Rata Clean Up	1	ls	281.09	281.09	47.64	47.64	252.51	252.51	581.24	42.67	42.67	7.23	7.23	38.33	38.33	88.24	669.48
14	Pro Rata Misc. Subs	1	ls	0.00	-	0.00	-	666.99	666.99	666.99	0.00	-	0.00	-	101.26	101.26	101.26	768.25
15		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
16		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
17		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
18		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
19		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
20		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
21		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
22		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
23		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
24		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
25		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
26		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
27		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
28		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
29		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
30		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
31		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
32		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
33		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
34		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
35		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
36		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
37		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
38		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
39		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
	TOTAL PER BLDG.				2,471.49		6,347.64		7,123.50	15,942.63		1,169.07		1,031.23		139.59	2,339.89	18,282.53
	TOTAL FOR 2 BUILDINGS				$ 4,942.98		$ 12,695.28		$ 14,247.00	$ 31,885.27		$ 2,338.14		$ 2,062.47		$ 279.18	$ 4,679.78	$ 36,565.05
	SALES TAX				$ 395.44		$ -		$ -	$ 395.44		$ 187.05		$ -		$ -	$ 187.05	$ 582.49
	LABOR OVERHEAD				$ -		$ 3,173.82		$ -	$ 3,173.82		$ -		$ 515.62		$ -	$ 515.62	$ 3,689.44
	SUBTOTAL				$ -		$ 15,869.11		$ 14,247.00	$ 35,454.53		$ 2,525.20		$ 2,578.08		$ 279.18	$ 5,382.45	$ 40,836.98
	PRO RATE ARCH. & ENG. FEES									incl. in ph 1							incl. in ph 1	incl. in ph 1
	SUBTOTAL									$ 35,454.53							$ 5,382.45	$ 40,836.98
	OVERHEAD, FEE & CONTGEN.									$ 4,795.58							$ 728.03	$ 5,523.61
	TOTAL									$ 40,250.11							$ 6,110.48	$ 46,360.59
	PERCENT OF TOTAL									86.82%							13.18%	

BUILDING	Riverwalk Phase II																	
PHASE:	Exterior Trim Repairs																	
				REPAIR MATERIAL		REPAIR LABOR		REPAIR SUBCONTRACT		REPAIR TOTAL	DAMAGE MATERIAL		DAMAGE LABOR		DAMAGE SUBCONTRACTS		DAMAGE TOTAL	TOTAL REPAIR & DAMAGE
NO.	ITEM	QUANTITY	UNIT	RATE	AMOUNT	RATE	AMOUNT	RATE	AMOUNT	AMOUNT	RATE	AMOUNT	RATE	AMOUNT	RATE	AMOUNT	AMOUNT	AMOUNT
1	Remove Handrails (Stairs)	150	lf	0.00	-	3.00	450 00	0.00	-	450.00	0 00	-	0.00	-	0 00	-	-	450.00
2	Remove Column Trim	2736	lf	0.00	-	0.00	-	0.00	-	-	0.10	273.60	0 50	1,368.00	0 00	-	1,641.60	1,641.60
3	Install New Column Base Trim	70	lf	0.00	-	0.00	-	0.00	-	-	1.80	126.00	1.00	70.00	0.00	-	196.00	196.00
4	Install New Column Vert. Trim	2600	lf	0.00	-	0.00	-	0.00	-	-	2.65	6,890.00	1.00	2,600.00	0.00	-	9,490.00	9,490.00
5	Install New Column Corner Trim	2600	lf	0.00	-	0.00	-	0.00	-	-	0.65	1,690.00	0 50	1,300.00	0.00	-	2,990 00	2,990.00
6	Remove Hardi Plank Siding	937	lf	0.00	-	1.00	937 00	0.00	-	937.00	0.00	-	0.00	-	0.00	-	-	937.00
7	Remove Arched Trim	112	lf	0.00	-	1.00	112.00	0.00	-	112.00	0.00	-	0.00	-	0 00	-	-	112.00
8	Reinstall Hardi Plank	937	lf	0.00	-	1.00	937.00	0.00	-	937.00	0.00	-	0.00	-	0 00	-	-	937.00
9	Reinstall Arched Trim	112	lf	0 00	-	1.00	112.00	0.00	-	112.00	0.00	-	0.00	-	0.00	-	-	112.00
10	Rough Hardware	1	ls	250.00	250.00	0.00	-	0.00	-	250.00	0.00	-	0.00	-	0 00	-	-	250.00
11	Reinstall Railings	150	lf	0.10	15.00	3.00	450.00	0.00	-	465.00	0.00	-	0 00	-	0.00	-	-	465 00
12	Painting	1	ls	0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	2000.00	2,000 00	2,000.00	2,000 00
13	Pro Rata Clean Up	1	ls	154.77	154.77	26.23	26.23	139 03	139.03	320.04	228.14	228.14	38.67	38 67	194.62	194.62	461 42	781.46
14	Pro Rata Misc. Subs	1	ls	0.00	-	0.00	-	734.51	734.51	734.51	0.00	-	0.00	-	154.67	154.67	154 67	889.18
15		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
16		0		0.00	-	0.00	-	0 00	-	-	0.00	-	0.00	-	0.00	-	-	-
17		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
18		0		0 00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
19		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
20		0		0 00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
21		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
22		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
23		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0 00	-	0.00	-	-	-
24		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
25		0		0 00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
26		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
27		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
28		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
29		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
30		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
31		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
32		0		0 00	-	0.00	-	0.00	-	-	0.00	-	0 00	-	0.00	-	-	-
33		0		0.00	-	0 00	-	0 00	-	-	0.00	-	0.00	-	0.00	-	-	-
34		0		0 00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
35		0		0.00	-	0.00	-	0.00	-	-	0 00	-	0.00	-	0.00	-	-	-
36		0		0 00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
37		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
38		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
39		0		0 00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
	TOTAL PER BLDG.				419.77		3,024.23		873.54	4,317.55		9,207.74		5,376 67		2,349.29	16,933.69	21,251 24
	TOTAL FOR 2 BUILDINGS				$ 839.54		$ 6,048 47		$ 1,747.09	$ 8,635.10		$ 18,415 48		$ 10,753.33		$ 4,698.58	$ 33,867.39	$ 42,502.49
	SALES TAX				$ 67.16		$ -		$ -	$ 67.16		$ 1,473 24		$ -		$ -	$ 1,473.24	$ 1,540 40
	LABOR OVERHEAD				$ -		$ 1,512.12		$ -	$ 1,512.12		$ -		$ 2,688.33		$ -	$ 2,688.33	$ 4,200 45
	SUBTOTAL				$ -		$ 7,560.58		$ 1,747.09	$ 10,214.38		$ 19,888.71		$ 13,441.67		$ 4,698.58	$ 38,028 96	$ 48,243.34
	PRO RATE ARCH. & ENG. FEES									incl in ph 1							incl. in ph 1	incl. in ph 1
	SUBTOTAL									$ 10,214.38							$ 38,028 96	$ 48,243.34
	OVERHEAD, FEE & CONTGEN.									$ 1,381.60							$ 5,224.01	$ 6,605.61
	TOTAL									$ 11,595.98							$ 43,252.97	$ 54,848.94
	PERCENT OF TOTAL									21.14%							78.86%	

BUILDING: Riverwalk Phase II
PHASE: Exterior Caulking

NO	ITEM	QUANTITY	UNIT	REPAIR MATERIAL RATE	REPAIR MATERIAL AMOUNT	REPAIR LABOR RATE	REPAIR LABOR AMOUNT	REPAIR SUBCONTRACT RATE	REPAIR SUBCONTRACT AMOUNT	REPAIR TOTAL AMOUNT	DAMAGE MATERIAL RATE	DAMAGE MATERIAL AMOUNT	DAMAGE LABOR RATE	DAMAGE LABOR AMOUNT	DAMAGE SUBCONTRACTS RATE	DAMAGE SUBCONTRACTS AMOUNT	DAMAGE TOTAL AMOUNT	TOTAL REPAIR & DAMAGE AMOUNT
1	Exterior Caulking	2912	lf	0.85	2,475.20	1.10	3,203.20	0.00	-	5,678.40	0.00	-	0.00	-	0.00	-	-	5,678.40
2	Pro Rata Clean Up	1	ls	109.15	109.15	19.35	19.35	102.56	102.56	231.06	0.00	-	0.00	-	0.00	-	-	231.06
3	Pro Rata Misc. Subs	1	ls	0.00	-	0.00	-	270.90	270.90	270.90	0.00	-	0.00	-	0.00	-	-	270.90
4		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
5		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
6		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
7		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
8		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
9		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
10		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
11		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
12		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
13		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
14		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
15		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
16		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
17		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
18		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
19		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
20		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
21		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
22		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
23		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
24		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
25		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
26		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
27		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
28		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
29		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
30		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
31		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
32		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
33		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
34		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
35		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
36		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
37		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
38		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
39		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
	TOTAL PER BLDG				2,584.35		3,222.55		373.46	6,180.36		-		-		-	-	6,180.36
	TOTAL FOR 2 BUILDINGS				$ 5,168.70		$ 6,445.10		$ 746.91	$ 12,360.71		$ -		$ -		$ -	$ -	$ 12,360.71
	SALES TAX				$ 413.50		$ -		$ -	$ 413.50		$ -		$ -		$ -	$ -	$ 413.50
	LABOR OVERHEAD				$ -		$ 1,611.28		$ -	$ 1,611.28		$ -		$ -		$ -	$ -	$ 1,611.28
	SUBTOTAL				$ -		$ 8,056.38		$ 746.91	$ 14,385.48		$ -		$ -		$ -	$ -	$ 14,385.48
	PRO RATE ARCH & ENG. FEES									Incl. in ph 1							Incl. in ph 1	Incl. in ph 1
	SUBTOTAL									$ 14,385.48							$ -	$ 14,385.48
	OVERHEAD, FEE & CONTGEN.									$ 1,945.78							$ -	$ 1,945.78
	TOTAL									$ 16,331.26							$ -	$ 16,331.26
	PERCENT OF TOTAL									100.00%							0.00%	

BUILDING Riverwalk Phase II
PHASE: Stair Bearing Repair

NO.	ITEM	QUANTITY	UNIT	REPAIR MATERIAL RATE	REPAIR MATERIAL AMOUNT	REPAIR LABOR RATE	REPAIR LABOR AMOUNT	REPAIR SUBCONTRACT RATE	REPAIR SUBCONTRACT AMOUNT	REPAIR TOTAL AMOUNT	DAMAGE MATERIAL RATE	DAMAGE MATERIAL AMOUNT	DAMAGE LABOR RATE	DAMAGE LABOR AMOUNT	DAMAGE SUBCONTRACTS RATE	DAMAGE SUBCONTRACTS AMOUNT	DAMAGE TOTAL AMOUNT	TOTAL REPAIR & DAMAGE AMOUNT
1	Add'l Framing	120	bf	0.60	72.00	1.10	132.00	0.00	-	204.00	0.00	-	0.00	-	0.00	-	-	204.00
2	Rough Hardware	1	ls	50.00	50.00	0.00	-	0.00	-	50.00	0.00	-	0.00	-	0.00	-	-	50.00
3	Pro Rata Clean Up	1	ls	5.02	5.02	0.85	0.85	4.51	4.51	10.37	0.00	-	0.00	-	0.00	-	-	10.37
4	Pro Rata Misc. Subs	1	ls	0.00	-	0.00	-	11.90	11.90	11.90	0.00	-	0.00	-	0.00	-	-	11.90
5		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
6		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
7		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
8		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
9		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
10		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
11		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
12		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
13		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
14		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
15		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
16		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
17		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
18		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
19		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
20		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
21		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
22		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
23		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
24		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
25		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
26		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
27		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
28		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
29		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
30		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
31		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
32		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
33		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
34		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
35		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
36		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
37		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
38		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
39		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
	TOTAL PER BLDG.				127.02		132.85		16.41	276.27		-		-		-	-	276.27
	TOTAL FOR 2 BUILDINGS				$ 254.03		$ 265.70		$ 32.81	$ 552.54		$ -		$ -		$ -	$ -	$ 552.54
	SALES TAX				$ 20.32		$ -		$ -	$ 20.32		$ -		$ -		$ -	$ -	$ 20.32
	LABOR OVERHEAD				$ -		$ 66.43		$ -	$ 66.43		$ -		$ -		$ -	$ -	$ 66.43
	SUBTOTAL				$ -		$ 332.13		$ 32.81	$ 639.29		$ -		$ -		$ -	$ -	$ 639.29
	PRO RATE ARCH. & ENG. FEES									incl. in ph 1							incl. in ph 1	incl. in ph 1
	SUBTOTAL									$ 639.29							$ -	$ 639.29
	OVERHEAD, FEE & CONTGEN.									$ 86.47							$ -	$ 86.47
	TOTAL									$ 725.76							$ -	$ 725.76
	PERCENT OF TOTAL									100.00%							0.00%	

BUILDING Riverwalk Phase II
PHASE: Draft Stop Wall Repair

NO.	ITEM	QUANTITY	UNIT	REPAIR MATERIAL RATE	REPAIR MATERIAL AMOUNT	REPAIR LABOR RATE	REPAIR LABOR AMOUNT	REPAIR SUBCONTRACT RATE	REPAIR SUBCONTRACT AMOUNT	REPAIR TOTAL AMOUNT	DAMAGE MATERIAL RATE	DAMAGE MATERIAL AMOUNT	DAMAGE LABOR RATE	DAMAGE LABOR AMOUNT	DAMAGE SUBCONTRACTS RATE	DAMAGE SUBCONTRACTS AMOUNT	DAMAGE TOTAL AMOUNT	TOTAL REPAIR & DAMAGE AMOUNT
1	Drywall 5/8" FC	32	sf	0.25	8.00	3.00	96.00	0.00	-	104.00	0.00	-	0.00	-	0.00	-	-	104.00
2	Misc. Mud / Tape	1	ls	10.00	10.00	0.00	-	0.00	-	10.00	0.00	-	0.00	-	0.00	-	-	10 00
3	Pro Rata Clean Up	1	ls	2.51	2.51	0.43	0 43	2.25	2 25	5.19	0.00	-	0 00	-	0 00	-	-	5 19
4	Pro Rata Misc. Subs	1	ls	0.00	-	0.00	-	5.95	5.95	5.95	0.00	-	0.00	-	0.00	-	-	5 95
5		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
6		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0 00	-	0.00	-	-	-
7		0		0.00	-	0.00	-	0 00	-	-	0.00	-	0.00	-	0.00	-	-	-
8		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
9		0		0.00	-	0.00	-	0 00	-	-	0.00	-	0.00	-	0.00	-	-	-
10		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
11		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
12		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
13		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
14		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
15		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
16		0		0.00	-	0.00	-	0 00	-	-	0.00	-	0.00	-	0.00	-	-	-
17		0		0.00	-	0 00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
18		0		0.00	-	0.00	-	0.00	-	-	0 00	-	0.00	-	0.00	-	-	-
19		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0 00	-	-	-
20		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0 00	-	0.00	-	-	-
21		0		0.00	-	0.00	-	0.00	-	-	0 00	-	0.00	-	0.00	-	-	-
22		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
23		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
24		0		0.00	-	0.00	-	0 00	-	-	0.00	-	0.00	-	0.00	-	-	-
25		0		0.00	-	0.00	-	0.00	-	-	0 00	-	0.00	-	0.00	-	-	-
26		0		0.00	-	0.00	-	0 00	-	-	0 00	-	0.00	-	0.00	-	-	-
27		0		0.00	-	0.00	-	0.00	-	-	0 00	-	0.00	-	0.00	-	-	-
28		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0 00	-	0.00	-	-	-
29		0		0 00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
30		0		0.00	-	0 00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
31		0		0 00	-	0.00	-	0 00	-	-	0.00	-	0.00	-	0.00	-	-	-
32		0		0 00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
33		0		0 00	-	0.00	-	0.00	-	-	0 00	-	0.00	-	0.00	-	-	-
34		0		0.00	-	0.00	-	0.00	-	-	0 00	-	0.00	-	0.00	-	-	-
35		0		0 00	-	0.00	-	0.00	-	-	0 00	-	0.00	-	0 00	-	-	-
36		0		0.00	-	0 00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
37		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0 00	-	0.00	-	-	-
38		0		0.00	-	0 00	-	0.00	-	-	0.00	-	0.00	-	0 00	-	-	-
39		0		0.00	-	0 00	-	0.00	-	-	0.00	-	0 00	-	0.00	-	-	-
	TOTAL PER BLDG				20.51		96.43		8.20	125.14		-		-		-	-	125.14
	TOTAL FOR 2 BUILDINGS				$ 41.02		$ 192.85		$ 16.41	$ 250.27		$ -		$ -		$ -	$ -	$ 250.27
	SALES TAX				$ 3.28		$ -		$ -	$ 3.28		$ -		$ -		$ -	$ -	$ 3.28
	LABOR OVERHEAD				$ -		$ 48.21		$ -	$ 48.21		$ -		$ -		$ -	$ -	$ 48.21
	SUBTOTAL				$ -		$ 241.06		$ 16.41	$ 301.76		$ -		$ -		$ -	$ -	$ 301.76
	PRO RATE ARCH. & ENG. FEES									incl. in ph 1							incl. in ph 1	incl. in ph 1
	SUBTOTAL									$ 301.76							$ -	$ 301.76
	OVERHEAD, FEE & CONTGEN.									$ 40 82							$ -	$ 40.82
	TOTAL									$ 342.58							$ -	$ 342.58
	PERCENT OF TOTAL									100.00%							0.00%	

F.E. BAIDEN & ASSOCIATES, LLC

General Contracting / Consulting

October 25, 2010

Mr. Bob Calamari
MG & C Law Firm
2411 Oak Street, Suite 401
Myrtle Beach, S.C. 29577

Re: Magnolia North

Dear Bob,

Attached for your review and records is our cost estimate for the repairs at Magnolia North Phase. We've included a breakdown for improper work repair cost and a cost for the repair of damaged work. We've based our pricing on information gathered from site visits, record drawings and review of the documents you provided.

Scope of Work:

Items Included:

General Requirements
Exterior Trim Repair
Masonry Repairs
Window Replacement
Balcony & Deck Repairs
Drywall Repairs (where required)
Fire Wall Repairs
Garage Shingle Repairs

Items Not Included:

Performance & Payment Bonds
Water, Sewer, Tap & Impact Fees
Builder's Risk Insurance
Special Inspections
Materials Testing
Temporary Utilities
Site Work or Landscaping
Repairs to Garages (other than shingles)

We hope the enclosed information is useful and look forward to working with you in the future, should you have any questions or require additional information do not hesitate to contact me.

Sincerely,

F.E. BAIDEN & ASSOCIATES, LLC

Tripp Baiden

801 Seaboard Street, Myrtle Beach, S.C. 29577

F.E. BAIDEN ASSOCIATES, LLC

Estimated Cost of Repairs for Magnolia North

DESCRIPTION	ESTIMATED TOTAL COST	ESTIMATED COST IMPROPER WORK	ESTIMATED COST DAMAGED WORK	% OF TOTAL DAMAGED WORK
Exterior Trim Repairs	$ 2,837,661.15	$ 1,820,819.24	$ 1,016,841.91	11.04%
Masonry Repairs	$ 2,310,977.12	$ 1,727,859.63	$ 583,117.49	6.33%
Window Replacement	$ 2,157,835.97	$ 1,130,227.18	$ 1,027,608.78	11.15%
Balcony & Deck Repairs	$ 1,881,136.53	$ 1,474,733.95	$ 406,402.58	4.41%
Fire Wall Repairs	$ 3,455.32	$ 3,455.32	$ -	0.00%
Garage Shingle Repairs	$ 22,178.80	$ 22,178.00	$ -	0.00%
	$ -	$ -	$ -	0.00%
TOTAL	$ 9,213,244.89	$ 6,179,273.32	$ 3,033,970.76	32.93%

BUILDING: Magnolia North
PHASE: 05 EXTERIOR TRIM

NO.	ITEM	QUANTITY	UNIT	REPAIR MATERIAL RATE	REPAIR MATERIAL AMOUNT	REPAIR LABOR RATE	REPAIR LABOR AMOUNT	REPAIR SUBCONTRACT RATE	REPAIR SUBCONTRACT AMOUNT	REPAIR TOTAL AMOUNT	DAMAGE MATERIAL RATE	DAMAGE MATERIAL AMOUNT	DAMAGE LABOR RATE	DAMAGE LABOR AMOUNT	DAMAGE SUBCONTRACTS RATE	DAMAGE SUBCONTRACTS AMOUNT	DAMAGE TOTAL AMOUNT	TOTAL REPAIR & DAMAGE AMOUNT
1	Remove Gutters & Downspouts	0		0.00	n/a	0.00	n/a	0.00	n/a	n/a	0.00	n/a	0.00	n/a	0.00	n/a	n/a	n/a
2	Remove Fascia Boards	0		0.00	n/a	0.00	n/a	0.00	n/a	n/a	0.00	n/a	0.00	n/a	0.00	n/a	n/a	n/a
3	Remove Fascia @ Garage	0		0.00	n/a	0.00	n/a	0.00	n/a	n/a	0.00	n/a	0.00	n/a	0.00	n/a	n/a	n/a
4	Remove Trim @ 2nd Lvl. Transit	230	lf	0.00	-	0.75	172.50	0.00	-	172.50	0.00	-	0.00	-	0.00	-	-	172.50
5	Remove Trim @ Walk. & Balcony	1828	lf	0.00	-	0.75	1,371.00	0.00	-	1,371.00	0.00	-	0.00	-	0.00	-	-	1,371.00
6	Remove Frieze Trim	928	lf	0.00	-	0.75	696.00	0.00	-	696.00	0.00	-	0.00	-	0.00	-	-	696.00
7	Remove Corner Trim	1440	lf	0.00	-	0.75	1,080.00	0.00	-	1,080.00	0.00	-	0.00	-	0.00	-	-	1,080.00
8	Remove Col. Trim @ Wlk & Bal.	105	lf	0.00	-	0.75	78.75	0.00	-	78.75	0.00	-	0.00	-	0.00	-	-	78.75
9	Remove Col. Trim @ Stairs	32	lf	0.00	-	0.75	24.00	0.00	-	24.00	0.00	-	0.00	-	0.00	-	-	24.00
10	Remove Trim @ Stairs	72	lf	0.00	-	0.75	54.00	0.00	-	54.00	0.00	-	0.00	-	0.00	-	-	54.00
11	Remove Sloped Wd. & Alum Cap	76	lf	0.00	-	2.00	152.00	0.00	-	152.00	0.00	-	0.00	-	0.00	-	-	152.00
12	Remove Trim @ Stairs	480	lf	0.00	-	0.75	360.00	0.00	-	360.00	0.00	-	0.00	-	0.00	-	-	360.00
13	Remove Window Trim	1060	lf	0.00	-	0.75	795.00	0.00	-	795.00	0.00	-	0.00	-	0.00	-	-	795.00
14	Remove Door Trim	468	lf	0.00	-	0.75	351.00	0.00	-	351.00	0.00	-	0.00	-	0.00	-	-	351.00
15	Remove Col. Cladding	2040	lf	0.00	-	0.75	1,530.00	0.00	-	1,530.00	0.00	-	0.00	-	0.00	-	-	1,530.00
16	Remove Siding @ Damaged Area	1890	sf	0.00	-	1.00	1,890.00	0.00	-	1,890.00	0.00	-	0.00	-	0.00	-	-	1,890.00
17	Remove Damage Sheath & Frame	1890	sf	0.00	-	2.00	3,780.00	0.00	-	3,780.00	0.00	-	0.00	-	0.00	-	-	3,780.00
18	Remove Handrails	436	lf	0.00	-	3.00	1,308.00	0.00	-	1,308.00	0.00	-	0.00	-	0.00	-	-	1,308.00
19	Install New 3/4" x 11 1/4" Trim	360	lf	4.00	1,440.00	1.00	360.00	0.00	-	1,800.00	0.00	-	0.00	-	0.00	-	-	1,800.00
20	Install New 3/4" x 9 1/4" Trim	1272	lf	3.26	4,134.00	1.00	1,272.00	0.00	-	5,406.00	0.00	-	0.00	-	0.00	-	-	5,406.00
21	Install New 3/4" x 3 1/2" Trim	2028	lf	0.85	1,723.80	1.00	2,028.00	0.00	-	3,751.80	0.00	-	0.00	-	0.00	-	-	3,751.80
22	Install New 5/4" x 5 1/2" Trim	3168	lf	1.30	4,118.40	1.00	3,168.00	0.00	-	7,286.40	0.00	-	0.00	-	0.00	-	-	7,286.40
23	Install New 3/4" x 7 1/4" Trim	180	lf	1.75	315.00	1.00	180.00	0.00	-	495.00	0.00	-	0.00	-	0.00	-	-	495.00
24	Install Sloped Wd. & Alum Cap	76	lf	5.00	380.00	2.50	190.00	0.00	-	570.00	0.00	-	0.00	-	0.00	-	-	570.00
25	Replace Damaged Sheath & Frame	1890	sf	0.00	-	0.00	-	0.00	-	-	2.50	4,725.00	1.50	2,835.00	0.00	-	7,560.00	7,560.00
26	Re-Install Siding	4200	lf	0.58	2,436.00	1.00	4,200.00	0.00	-	6,636.00	0.00	-	0.00	-	0.00	-	-	6,636.00
27	Install New Flashing	250	lf	3.50	875.00	1.00	250.00	0.00	-	1,125.00	0.00	-	0.00	-	0.00	-	-	1,125.00
28	Painting	1	ls	0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	13000.00	13,000.00	13,000.00	13,000.00
29	Caulking	3200	lf	0.85	2,720.00	1.10	3,520.00	0.00	-	6,240.00	0.00	-	0.00	-	0.00	-	-	6,240.00
30	Re-Install Handrails	436	lf	0.10	43.60	3.00	1,308.00	0.00	-	1,351.60	0.00	-	0.00	-	0.00	-	-	1,351.60
31	Install New Col. Cladding	2244	lf	0.00	-	0.00	-	0.00	-	-	3.25	7,293.00	1.00	2,244.00	0.00	-	9,537.00	9,537.00
32	Rough Hardware	1	ls	750.00	750.00	0.00	-	0.00	-	750.00	0.00	-	0.00	-	0.00	-	-	750.00
33	Pro Rata General Conditions	1	ls	473.25	473.25	74.63	74.63	1427.10	1,427.10	1,974.87	270.85	270.85	42.65	42.65	818.77	818.77	1,130.27	3,105.15
34	Pro Rata Equipment Rental	1	ls	1313.54	1,313.54	139.74	139.74	25.62	25.62	1,478.90	751.77	751.77	79.98	79.98	14.66	14.66	846.41	2,325.31
35	Pro Rata Supervision	1	ls	0.00	-	2481.75	2,481.75	0.00	-	2,481.75	0.00	-	1420.37	1,420.37	0.00	-	1,420.37	3,902.13
36	Pro Rata Clean Up	1	ls	148.12	148.12	60.65	60.65	390.80	390.80	599.48	84.77	84.77	34.66	34.66	223.67	223.67	343.10	942.57
37		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
38		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
39		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
	TOTAL PER BLDG.				20,870.71		32,874.82		1,843.52	55,589.05		13,125.40		6,658.66		14,055.10	33,837.16	89,428.21
	TOTAL FOR 21 BUILDINGS				$ 435,284.90		$ 690,371.23		$ 38,713.93	$ 1,167,370.06		$ 275,633.42		$ 139,789.86		$ 295,157.03	$ 710,580.31	$ 1,877,950.37
	SALES TAX				$ 39,445.64		$ -		$ -	$ 39,445.64		$ 24,807.01		$ -		$ -	$ 24,807.01	$ 64,252.65
	LABOR OVERHEAD				$ -		$ 172,592.81		$ -	$ 172,592.81		$ -		$ 34,947.46		$ -	$ 34,947.46	$ 207,540.27
	SUBTOTAL				$ -		$ 862,964.04		$ 38,713.93	$ 1,379,408.51		$ 300,440.43		$ 174,737.32		$ 295,157.03	$ 770,334.78	$ 2,149,743.30
	ADMIN. FEE @ 10%									$ 137,940.85							$ 77,033.48	$ 214,974.33
	SUBTOTAL									$ 1,517,348.36							$ 847,368.26	$ 2,364,717.62
	ARCH. FEE & CONTENGENCY									$ 303,469.87							$ 169,473.66	$ 472,943.52
	TOTAL									$ 1,820,819.24							$ 1,016,841.91	$ 2,837,661.15
	PERCENT OF TOTAL									64.17%							35.83%	

Consolidated ROA_1969

BUILDING: Magnolia North
PHASE: 08 Masonry Repairs

NO.	ITEM	QUANTITY	UNIT	REPAIR MATERIAL RATE	REPAIR MATERIAL AMOUNT	REPAIR LABOR RATE	REPAIR LABOR AMOUNT	REPAIR SUBCONTRACT RATE	REPAIR SUBCONTRACT AMOUNT	REPAIR TOTAL AMOUNT	DAMAGE MATERIAL RATE	DAMAGE MATERIAL AMOUNT	DAMAGE LABOR RATE	DAMAGE LABOR AMOUNT	DAMAGE SUBCONTRACTS RATE	DAMAGE SUBCONTRACTS AMOUNT	DAMAGE TOTAL AMOUNT	TOTAL REPAIR & DAMAGE AMOUNT
1	Remove Brick Veneer	2676	sf	0.00	-	2.00	5,352.00	0.00	-	5,352.00	0.00	-	0.00	-	0.00	-	-	5,352.00
2	Salvage, Clean & Tooth Brick	2	loc	0.00	-	225.00	450.00	0.00	-	450.00	0.00	-	0.00	-	0.00	-	-	450.00
3	Remove Wall Sheathing	1216	sf	0.00	-	0.00	-	0.00	-	-	0.00	-	0.50	608.00	0.00	-	608.00	608.00
4	Remove Band Board	112	lf	0.00	-	0.00	-	0.00	-	-	0.00	-	2.00	224.00	0.00	-	224.00	224.00
5	Remove Stud Framing	900	sf	0.00	-	0.00	-	0.00	-	-	0.00	-	0.50	450.00	0.00	-	450.00	450.00
6	Install Band Board	112	lf	0.00	-	0.00	-	0.00	-	-	10.00	1,120.00	4.00	448.00	0.00	-	1,568.00	1,568.00
7	Install Stud Framing	900	sf	0.00	-	0.00	-	0.00	-	-	1.60	1,440.00	1.00	900.00	0.00	-	2,340.00	2,340.00
8	Install Sheathing	1216	sf	0.00	-	0.00	-	0.00	-	-	0.50	608.00	0.75	912.00	0.00	-	1,520.00	1,520.00
9	Install Tyvek	1500	sf	0.00	-	0.00	-	0.00	-	-	0.08	120.00	0.25	375.00	0.00	-	495.00	495.00
10	Clean Up, Repaint & Install Lintels	10	each	5.00	50.00	20.00	200.00	0.00	-	250.00	0.00	-	0.00	-	0.00	-	-	250.00
11	Install Lintels (new)	9	each	25.00	225.00	10.00	90.00	0.00	-	315.00	0.00	-	0.00	-	0.00	-	-	315.00
12	Install Brick Veneer	2944	sf	5.56	16,358.64	0.08	235.52	6.25	18,400.00	35,004.16	0.00	-	0.00	-	0.00	-	-	35,004.16
13	Install Head & Sill Flashing	180	lf	3.50	630.00	1.00	180.00	0.00	-	810.00	0.00	-	0.00	-	0.00	-	-	810.00
14	Install Through Wall Flashing	300	lf	3.50	1,050.00	1.00	300.00	0.00	-	1,350.00	0.00	-	0.00	-	0.00	-	-	1,350.00
15	Brick Cleaning	2700	sf	0.25	675.00	0.15	405.00	0.00	-	1,080.00	0.00	-	0.00	-	0.00	-	-	1,080.00
16	Caulking	300	lf	0.85	255.00	1.10	330.00	0.00	-	585.00	0.00	-	0.00	-	0.00	-	-	585.00
17	Weeps	550	each	0.25	137.50	0.50	275.00	0.00	-	412.50	0.00	-	0.00	-	0.00	-	-	412.50
18	Replace Interior Finishes	800	sf	0.00	-	0.00	-	0.00	-	-	3.25	2,825.00	2.35	2,115.00	4.75	4,275.00	9,315.00	9,315.00
19	Paint Siding	1	ls	0.00	-	0.00	-	4000.00	4,000.00	4,000.00	0.00	-	0.00	-	0.00	-	-	4,000.00
20	Mech. & Elect. Connections	1	ls	0.00	-	0.00	-	2000.00	2,000.00	2,000.00	0.00	-	0.00	-	0.00	-	-	2,000.00
21	Pro Rata General Conditions	1	ls	453.08	453.08	71.35	71.35	1366.30	1,366.30	1,890.74	152.89	152.89	24.08	24.08	461.04	461.04	638.00	2,528.74
22	Pro Rata Equipment Rentals	1	ls	1257.58	1,257.58	133.78	133.78	24.53	24.53	1,416.89	424.35	424.35	45.14	45.14	8.28	8.28	477.77	1,893.66
23	Pro Rata Supervision	1	ls	0.00	-	2376.02	2,376.02	0.00	-	2,376.02	0.00	-	801.75	801.75	0.00	-	801.75	3,177.77
24	Pro Rata Clean Up	1		141.81	141.81	57.97	57.97	374.15	374.15	573.94	47.85	47.85	19.56	19.56	126.25	126.25	193.67	767.60
25		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
26		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
27		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
28		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
29		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
30		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
31		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
32		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
33		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
34		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
35		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
36		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
37		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
38		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
39		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
	TOTAL PER BLDG.				21,243.61		10,456.65		26,164.98	57,865.24		6,838.09		6,922.63		4,870.57	18,631.19	76,496.43
	TOTAL FOR 21 BUILDINGS				$ 446,115.91		$ 219,589.65		$ 549,464.57	$ 1,215,170.13		$ 143,599.86		$ 145,373.22		$ 102,281.88	$ 391,254.97	$ 1,606,425.11
	SALES TAX				$ 40,150.43		$ -		$ -	$ 40,150.43		$ 12,923.99		$ -		$ -	$ 12,923.99	$ 53,074.42
	LABOR OVERHEAD				$ -		$ 54,897.41		$ -	$ 54,897.41		$ -		$ 36,343.31		$ -	$ 36,343.31	$ 91,240.72
	SUBTOTAL				$ -		$ 274,487.06		$ 549,464.57	$ 1,310,217.97		$ 156,523.87		$ 181,716.53		$ 102,281.88	$ 440,522.27	$ 1,750,740.24
	ADMIN. FEE @ 10%									$ 131,021.80							$ 44,052.23	$ 175,074.02
	SUBTOTAL									$ 1,441,239.77							$ 484,574.50	$ 1,925,814.27
	ARCH. FEE & CONTENGENCY									$ 288,247.95							$ 96,914.90	$ 385,162.85
	TOTAL									$ 1,729,487.73							$ 581,489.39	$ 2,310,977.12
	PERCENT OF TOTAL									74.84%							25.16%	

Consolidated ROA_1970

BUILDING: Magnolia North
PHASE: 07 WINDOW REPLACEMENT

NO.	ITEM	QUANTITY	UNIT	REPAIR MATERIAL RATE	REPAIR MATERIAL AMOUNT	REPAIR LABOR RATE	REPAIR LABOR AMOUNT	REPAIR SUBCONTRACT RATE	REPAIR SUBCONTRACT AMOUNT	REPAIR TOTAL AMOUNT	DAMAGE MATERIAL RATE	DAMAGE MATERIAL AMOUNT	DAMAGE LABOR RATE	DAMAGE LABOR AMOUNT	DAMAGE SUBCONTRACTS RATE	DAMAGE SUBCONTRACTS AMOUNT	DAMAGE TOTAL AMOUNT	TOTAL REPAIR & DAMAGE AMOUNT
1	Remove & Replace Windows	1	ls	0.00	-	0.00	-	36139.76	36,139.76	36,139.76	0.00	-	0.00	-	0.00	-	-	36,139.76
2	Remove Drywall	29.66667	units	0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	50.00	1,483.33	1,483.33	1,483.33
3	Remove Insulation	29.66667	units	0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	25.00	741.67	741.67	741.67
4	Remove Framing	29.66667	units	0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	75.00	2,225.00	2,225.00	2,225.00
5	Install New Framing	29.66667	units	0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	100.00	2,966.67	2,966.67	2,966.67
6	Install New Batt Insulation	29.66667	units	0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	35.00	1,038.33	1,038.33	1,038.33
7	Install New Drywall	29.66667	units	0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	150.00	4,450.00	4,450.00	4,450.00
8	Install New Interior Window Trim	29.66667	units	0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	75.00	2,225.00	2,225.00	2,225.00
9	Touch Up Painting @ Interior	29.66667	units	0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	175.00	5,191.67	5,191.67	5,191.67
10	Remove OSB Sheathing	29.66667	units	0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	60.00	1,780.00	1,780.00	1,780.00
11	Install New OSB Sheathing	29.66667	units	0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	100.00	2,966.67	2,966.67	2,966.67
12	Install New Tyvek	29.66667	units	0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	50.00	1,483.33	1,483.33	1,483.33
13	Remove Siding	29.66667	units	0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	50.00	1,483.33	1,483.33	1,483.33
14	Install New Siding	29.66667	units	0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	40.00	1,186.67	1,186.67	1,186.67
15	New Framing Material A,B, & C	24.61905	units	0.00	-	0.00	-	0.00	-	-	116.29	2,862.90	0.00	-	0.00	-	2,862.90	2,862.90
16	New Framing Material D & E	5.047619	units	0.00	-	0.00	-	0.00	-	-	93.90	473.95	0.00	-	0.00	-	473.95	473.95
17	Pro Rata General Conditions	1	ls	296.37	296.37	46.67	46.67	893.73	893.73	1,236.76	269.44	269.44	42.43	42.43	812.51	812.51	1,124.39	2,361.16
18	Pro Rata Equipment Rental	1	ls	822.61	822.61	87.51	87.51	16.04	16.04	926.17	747.86	747.86	79.58	79.58	14.59	14.59	842.00	1,768.17
19	Pro Rata Supervision	1	ls	0.00	-	1554.21	1,554.21	0.00	-	1,554.21	0.00	-	1412.98	1,412.98	0.00	-	1,412.98	2,967.19
20	Pro Rata Clean Up	1	ls	92.76	92.76	37.92	37.92	244.74	244.74	375.43	84.33	84.33	34.48	34.48	222.50	222.50	341.31	716.74
21		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
22		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
23		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
24		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
25		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
26		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
27		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
28		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
29		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
30		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
31		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
32		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
33		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
34		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
35		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
36		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
37		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
38		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
39		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
	TOTAL PER BLDG.				1,211.75		1,726.32		37,294.28	40,232.35		4,436.49		1,569.44		30,271.27	36,279.20	76,511.55
	TOTAL FOR 21 BUILDINGS				$ 25,446.74		$ 36,252.73		$ 783,179.85	$ 844,879.32		$ 93,206.29		$ 32,958.28		$ 635,696.82	$ 761,863.19	$ 1,606,742.51
	SALES TAX				$ 2,290.21		$ -		$ -	$ 2,290.21		$ 8,388.75		$ -		$ -	$ 8,388.75	$ 10,678.95
	LABOR OVERHEAD				$ -		$ 9,063.18		$ -	$ 9,063.18		$ -		$ 8,239.57		$ -	$ 8,239.57	$ 17,302.75
	SUBTOTAL				$ -		$ 45,315.91		$ 783,179.85	$ 856,232.71		$ 101,597.03		$ 41,197.85		$ 635,696.82	$ 778,491.50	$ 1,634,724.22
	ADMIN. FEE @ 10%									$ 85,623.27							$ 77,849.15	$ 163,472.42
	SUBTOTAL									$ 941,855.98							$ 856,340.65	$ 1,798,196.64
	ARCH. FEE & CONTENGENCY									$ 188,371.20							$ 171,268.13	$ 359,639.33
	TOTAL									$ 1,130,227.18							$ 1,027,608.78	$ 2,157,835.97
	PERCENT OF TOTAL									52.38%							47.62%	

Consolidated ROA_1971

BUILDING: Magnolia North
PHASE: 08 BALCONY & DECK REPAIRS

NO.	ITEM	QUANTITY	UNIT	REPAIR MATERIAL RATE	REPAIR MATERIAL AMOUNT	REPAIR LABOR RATE	REPAIR LABOR AMOUNT	REPAIR SUBCONTRACT RATE	REPAIR SUBCONTRACT AMOUNT	REPAIR TOTAL AMOUNT	DAMAGE MATERIAL RATE	DAMAGE MATERIAL AMOUNT	DAMAGE LABOR RATE	DAMAGE LABOR AMOUNT	DAMAGE SUBCONTRACTS RATE	DAMAGE SUBCONTRACTS AMOUNT	DAMAGE TOTAL AMOUNT	TOTAL REPAIR & DAMAGE AMOUNT
1	Remove & Replace Handrails	0		0.00	incl. in trim	0.00	incl. in trim	0.00	incl. in trim	incl. in trim	0.00	incl. in trim	0.00	incl. in trim	0.00	incl. in trim	incl. in trim	incl. in trim
2	Remove 1st Coarse of Siding	340	lf	0.00	-	1.00	340.00	0.00	-	340.00	0.00	-	0.00	-	0.00	-	-	340.00
3	Remove Outdoor Carpet	268	sy	0.00	-	2.00	536.00	0.00	-	536.00	0.00	-	0.00	-	0.00	-	-	536.00
4	Remove Sheathing & WP	2408	sf	0.00	-	0.00	-	0.00	-	-	1.25	3,010.00	0.00	-	0.00	-	3,010.00	3,010.00
5	Remove Drywall Ceilings	3863	sf	0.00	-	0.50	1,931.50	0.00	-	1,931.50	0.00	-	0.00	-	0.00	-	-	1,931.50
6	Solid Block Between Columns	1074	bf	0.70	751.80	0.75	805.50	0.00	-	1,557.30	0.00	-	0.00	-	0.00	-	-	1,557.30
7	Solid Block @ Handrail Post	64	bf	0.70	44.80	0.75	48.00	0.00	-	92.80	0.00	-	0.00	-	0.00	-	-	92.80
8	Framing for Slope	4992	bf	0.70	3,494.40	0.75	3,744.00	0.00	-	7,238.40	0.00	-	0.00	-	0.00	-	-	7,238.40
9	3/4" T&G Sheathing	2912	sf	0.00	-	0.00	-	0.00	-	-	0.91	2,649.92	0.50	1,456.00	0.00	-	4,105.92	4,105.92
10	Construction Adhesive	2912	sf	0.00	-	0.00	-	0.00	-	-	0.07	203.84	0.00	-	0.00	-	203.84	203.84
11	Flashing & Wall Intersection	500	lf	3.50	1,750.00	1.00	500.00	0.00	-	2,250.00	0.00	-	0.00	-	0.00	-	-	2,250.00
12	Replace 1st Coarse of Siding	340	lf	0.30	102.00	1.00	340.00	0.00	-	442.00	0.00	-	0.00	-	0.00	-	-	442.00
13	Edge Flashing	500	lf	3.50	1,750.00	1.00	500.00	0.00	-	2,250.00	0.00	-	0.00	-	0.00	-	-	2,250.00
14	Deck Coating	2610	sf	0.00	-	0.00	-	3.50	9,135.00	9,135.00	0.00	-	0.00	-	0.00	-	-	9,135.00
15	Add Handrail Post	16	each	50.00	800.00	100.00	1,600.00	0.00	-	2,400.00	0.00	-	0.00	-	0.00	-	-	2,400.00
16	Outdoor Carpet	500	sy	0.00	-	0.00	-	20.00	10,000.00	10,000.00	0.00	-	0.00	-	0.00	-	-	10,000.00
17	Gyp. Bd. Ceilings	4500	sf	0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	1.00	4,500.00	4,500.00	4,500.00
18	Caulking	500	lf	0.86	429.00	1.10	550.00	0.00	-	979.00	0.00	-	0.00	-	0.00	-	-	979.00
19	Painting	1	ls	0.00	-	0.00	-	3600.00	3,600.00	3,600.00	0.00	-	0.00	-	0.00	-	-	3,600.00
20	Rough Hardware	1	ls	750.00	750.00	0.00	-	0.00	-	750.00	250.00	250.00	0.00	-	0.00	-	250.00	1,000.00
21	Pro Rata General Conditions	1	ls	389.36	389.36	61.32	61.32	1174.13	1,174.13	1,624.80	107.27	107.27	16.89	16.89	323.48	323.48	447.65	2,072.45
22	Pro Rata Equipment Rental	1	ls	1080.70	1,080.70	114.97	114.97	21.08	21.08	1,216.74	297.74	297.74	31.67	31.67	5.81	5.81	335.23	1,551.97
23	Pro Rata Supervision	1	ls	0.00	-	2041.83	2,041.83	0.00	-	2,041.83	0.00	-	562.55	562.55	0.00	-	562.55	2,604.38
24	Pro Rata Clean Up	1	ls	121.87	121.87	49.82	49.82	321.53	321.53	493.21	33.58	33.58	13.73	13.73	88.58	88.58	135.89	629.10
25		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
26		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
27		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
28		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
29		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
30		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
31		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
32		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
33		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
34		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
35		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
36		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
37		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
38		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
39		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
	TOTAL PER BLDG.				11,463.92		13,162.94		24,251.73	48,878.59		6,552.35		2,080.84		4,917.88	13,551.07	62,429.66
	TOTAL FOR 21 BUILDINGS				$ 240,742.40		$ 276,421.84		$ 509,286.42	$ 1,026,450.46		$ 137,599.37		$ 43,697.63		$ 103,275.39	$ 284,572.39	$ 1,311,022.86
	SALES TAX				$ 21,666.82		$ -		$ -	$ 21,666.82		$ 12,383.94		$ -		$ -	$ 12,383.94	$ 34,050.76
	LABOR OVERHEAD				$ -		$ 69,105.41		$ -	$ 69,105.41		$ -		$ 10,924.41		$ -	$ 10,924.41	$ 80,029.82
	SUBTOTAL				$ -		$ 345,527.05		$ 509,286.42	$ 1,117,222.69		$ 149,983.32		$ 54,622.03		$ 103,275.39	$ 307,880.74	$ 1,425,103.43
	ADMIN FEE @ 10%									$ 111,722.27							$ 30,788.07	$ 142,510.34
	SUBTOTAL									$ 1,228,944.96							$ 338,668.82	$ 1,567,613.78
	ARCH FEE & CONTENGENCY									$ 245,788.99							$ 67,733.78	$ 313,522.76
	TOTAL									$ 1,474,733.95							$ 406,402.58	$ 1,881,136.53
	PERCENT OF TOTAL									78.40%							21.60%	

Consolidated ROA_1972

BUILDING: Magnolia North
PHASE: 09 FIRE WALL REPAIRS

NO.	ITEM	QUANTITY	UNIT	REPAIR MATERIAL RATE	REPAIR MATERIAL AMOUNT	REPAIR LABOR RATE	REPAIR LABOR AMOUNT	REPAIR SUBCONTRACT RATE	REPAIR SUBCONTRACT AMOUNT	REPAIR TOTAL AMOUNT	DAMAGE MATERIAL RATE	DAMAGE MATERIAL AMOUNT	DAMAGE LABOR RATE	DAMAGE LABOR AMOUNT	DAMAGE SUBCONTRACTS RATE	DAMAGE SUBCONTRACTS AMOUNT	DAMAGE TOTAL AMOUNT	TOTAL REPAIR & DAMAGE AMOUNT
1	Fire Wall Repairs (bldgs 48-15,47,55,77,79)	1	ls	0.00	-	0.00	-	109.52	109.52	109.52	0.00	-	0.00	-	0.00	-	-	109.52
2	Pro Rata General Conditions	1	ls	0.97	0.97	0.15	0.15	2.92	2.92	4.04	0.00	-	0.00	-	0.00	-	-	4.04
3	Pro Rata Equipment Rentals	1	ls	2.69	2.69	0.29	0.29	0.05	0.05	3.02	0.00	-	0.00	-	0.00	-	-	3.02
4	Pro Rata Supervision	1	ls	0.00	-	5.07	5.07	0.00	-	5.07	0.00	-	0.00	-	0.00	-	-	5.07
5	Pro Rata Clean Up	1	ls	0.30	0.30	0.12	0.12	0.80	0.80	1.23	0.00	-	0.00	-	0.00	-	-	1.23
6		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
7		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
8		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
9		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
10		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
11		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
12		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
13		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
14		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
15		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
16		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
17		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
18		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
19		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
20		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
21		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
22		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
23		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
24		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
25		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
26		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
27		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
28		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
29		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
30		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
31		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
32		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
33		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
34		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
35		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
36		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
37		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
38		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
39		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
	TOTAL PER BLDG.				3.96		5.64		113.29	122.89		-		-		-	-	122.89
	TOTAL FOR 21 BUILDINGS				$ 83.08		$ 118.36		$ 2,379.16	$ 2,580.60		$ -		$ -		$ -	$ -	$ 2,580.60
	SALES TAX				$ 7.48		$ -		$ -	$ 7.48		$ -		$ -		$ -	$ -	$ 7.48
	LABOR OVERHEAD				$ -		$ 29.59		$ -	$ 29.59		$ -		$ -		$ -	$ -	$ 29.59
	SUBTOTAL				$ -		$ 147.95		$ 2,379.16	$ 2,617.66		$ -		$ -		$ -	$ -	$ 2,617.66
	ADMIN. FEE @ 10%									$ 261.77							$ -	$ 261.77
	SUBTOTAL									$ 2,879.43							$ -	$ 2,879.43
	ARCH. FEE & CONTENGENCY									$ 575.89							$ -	$ 575.89
	TOTAL									$ 3,455.32							$ -	$ 3,455.32
	PERCENT OF TOTAL									100.00%							0.00%	

Consolidated ROA_1973

BUILDING: Magnolia North
PHASE: 10 GARAGE SHINGLE REPAIR

NO.	ITEM	QUANTITY	UNIT	REPAIR MATERIAL RATE	REPAIR MATERIAL AMOUNT	REPAIR LABOR RATE	REPAIR LABOR AMOUNT	REPAIR SUBCONTRACT RATE	REPAIR SUBCONTRACT AMOUNT	REPAIR TOTAL AMOUNT	DAMAGE MATERIAL RATE	DAMAGE MATERIAL AMOUNT	DAMAGE LABOR RATE	DAMAGE LABOR AMOUNT	DAMAGE SUBCONTRACTS RATE	DAMAGE SUBCONTRACTS AMOUNT	DAMAGE TOTAL AMOUNT	TOTAL REPAIR & DAMAGE AMOUNT
1	Remove Shingles	1.238095	sqs	0.00	-	0.00	-	100.00	123.81	123.81	0.00	-	0.00	-	0.00	-	-	123.81
2	Remove Flashing	56	lf	0.00	-	0.00	-	1.00	56.00	56.00	0.00	-	0.00	-	0.00	-	-	56.00
3	Install New Flashing	56	lf	0.00	-	1.79	100.13	2.00	112.00	212.13	0.00	-	0.00	-	0.00	-	-	212.13
4	Install New Shingles	1.238095	sqs	86.44	107.02	0.00	-	100.00	123.81	230.83	0.00	-	0.00	-	0.00	-	-	230.83
5	Misc. Hardware & Fasteners	1	ls	47.62	47.62	0.00	-	0.00	-	47.62	0.00	-	0.00	-	0.00	-	-	47.62
6	Pro Rata General Conditions	1	ls	5.81	5.81	0.91	0.91	17.51	17.51	24.23	0.00	-	0.00	-	0.00	-	-	24.23
7	Pro Rata Equipment Rental	1	ls	16.11	16.11	1.71	1.71	0.31	0.31	18.14	0.00	-	0.00	-	0.00	-	-	18.14
8	Pro Rata Supervision	1	ls	0.00	-	30.45	30.45	0.00	-	30.45	0.00	-	0.00	-	0.00	-	-	30.45
9	Pro Rata Clean UP	1	ls	1.82	1.82	0.74	0.74	4.79	4.79	7.35	0.00	-	0.00	-	0.00	-	-	7.35
10		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
11		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
12		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
13		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
14		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
15		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
16		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
17		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
18		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
19		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
20		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
21		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
22		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
23		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
24		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
25		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
26		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
27		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
28		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
29		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
30		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
31		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
32		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
33		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
34		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
35		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
36		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
37		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
38		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
39		0		0.00	-	0.00	-	0.00	-	-	0.00	-	0.00	-	0.00	-	-	-
	TOTAL PER BLDG.				178.38		133.95		438.24	750.58		-		-		-	-	750.58
	TOTAL FOR 21 BUILDINGS				$ 3,745.94		$ 2,812.89		$ 9,202.94	$ 15,761.76		$ -		$ -		$ -	$ -	$ 15,761.76
	SALES TAX				$ 337.13		$ -		$ -	$ 337.13		$ -		$ -		$ -	$ -	$ 337.13
	LABOR OVERHEAD				$ -		$ 703.22		$ -	$ 703.22		$ -		$ -		$ -	$ -	$ 703.22
	SUBTOTAL				$ -		$ 3,516.11		$ 9,202.94	$ 16,802.12		$ -		$ -		$ -	$ -	$ 16,802.12
	ADMIN. FEE @ 10%									$ 1,680.21							$ -	$ 1,680.21
	SUBTOTAL									$ 18,482.33							$ -	$ 18,482.33
	ARCH. FEE & CONTENGENCY									$ 3,696.47							$ -	$ 3,696.47
	TOTAL									$ 22,178.80							$ -	$ 22,178.80
	PERCENT OF TOTAL									100.00%							0.00%	

Consolidated ROA_1974

received
10/14/05

LAW OFFICES OF

SIMONS & KEAVENY

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October 13, 2005

Robert C. Calamari, Esquire
NELSON MULLINS
Founders Centre, Suite 301
2411 North Oak Street
Myrtle Beach, SC 29577

RE: *River Oaks Horizontal Property Regime, et al. v. Pinehurst Builders, Inc. et al.*
Case No.: 2000-CP-26-5193

Dear Mr. Calamari:

Please find enclosed a copy of the Transcript of Record from September 14, 2005, with regards to the above-referenced case which we recently received from Ms. Bakis-Ray. Mr. Simons asked me to forward you a copy and to let you know that there is no need for reimbursement since the fee associated with this transcript was minimal. Please let me know if you need anything further from our office.

With kind regards, I am

Yours very truly,

SIMONS & KEAVENY

Elizabeth T. Kolb

Elizabeth T. Kolb, Paralegal to
Keating L. Simons, III, Esquire

/etk
Enclosure

STATE OF SOUTH CAROLINA)
) COURT OF COMMON PLEAS
COUNTY OF HORRY)

RIVER OAKS HORIZONTAL)
PROPERTY REGIME AND RIVER OAKS)
HOMEOWNERS ASSOCIATION)
)
PLAINTIFF)
VS.) TRANSCRIPT OF RECORD
) 00-CP-26-5193
PINEHURST BUILDERS, ET. AL.)
)
DEFENDANT)

September 14, 2005
Horry, South Carolina

B E F O R E:

THE HONORABLE JAMES E. LOCKEMY, JUDGE.

A P P E A R A N C E S:

ROBERT L. WYLIE, IV, ESQ.
Attorney for River Oaks

KEATING L. SIMONS, III, ESQ.
Attorney for Ohio Casualty Insurance and West American Casualty Insurance

THEODORE L. MANOS, ESQ.
KATHRYN M. COOK, ESQ.
Attorneys for Rightway Construction

FRANCES BAKIS-RAY, RPR
Official Court Reporter

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1 THE COURT: All right. It's a motion to intervene
2 and it's your motion, Mr. Dean?
3 MR. SIMONS: Yes, sir. I'm Keating Simons from
4 Charleston ---
5 THE COURT: Excuse me, Mr. Simons, I'm sorry.
6 MR. SIMONS: This River Oaks case is a construction
7 defect case brought by Homeowners Association Property
8 Regime condominium defect case of which I'm sure the Court
9 has seen plenty. My clients are the Ohio Casualty
10 Insurance Company and West American Insurance Company. We
11 have issued policies to one of the defendants in the condo
12 case that we're here in today.
13 THE COURT: Now you represent whom again?
14 MR. SIMONS: I represent the Ohio Casualty Insurance
15 Company and West American Insurance Company. We're not
16 parties in the case. We have filed a motion in the nature
17 of a motion to intervene or in the alternative ---
18 THE COURT: Mr. Wylie, who do you represent?
19 MR. WYLIE: I represent the plaintiffs, Your Honor,
20 River Oaks Homeowners Association.
21 THE COURT: All right. And how do you want to
22 intervene, Mr. Simons, in what capacity?
23 MR. SIMONS: Our concern is this, we have filed a
24 declaratory judgment action. The case involves covered
25 and uncovered claims under our policies of insurance. We

1 have filed ---

2 THE COURT: Who claims you insure them?

3 MR. SIMONS: The plaintiffs and the insured, Rightway

4 Construction Company.

5 THE COURT: Okay.

6 MS. COOK: Your Honor, I'm Kathryn Cook, and I

7 represent Rightway Construction Company as their personal

8 counsel. They also have Petty Manos here somewhere as the

9 counsel representing them in the underlying construction

10 case hired by Ohio Casualty, Mr. Simmons' client.

11 THE COURT: Hired -- you represent whom, Mr. ---

12 MR. MANOS: I represent Rightway Construction, Judge,

13 who is ---

14 THE COURT: You hired them with a reservation or

15 something?

16 MR. SIMONS: Yes, as a reservation rights. And in

17 furtherance of the reservation rights we filed a DJ action

18 last year. It appears that the underlying case, this case

19 that's on the roster, will be tried and concluded before

20 our DJ action can be reached for trial and concluded. Our

21 research suggests that we potentially could be bound by

22 the outcome -- "we" meaning the insurance company -- could

23 potentially be bound by the result of the underlying what

24 Justice Toal calls a contort action, the condominium case.

25 We have found ---

1 THE COURT: But haven't you hired him to do the best
2 he can regarding that as far as whether the Rightway
3 becomes responsible and then whether or not a court
4 determines you are covering them?
5 MR. SIMONS: The question of whether we provide
6 coverage and the nature and extent of that coverage is not
7 something within Mr. Manus' purview.
8 THE COURT: I know that, but why should that be
9 something involving this case?
10 MR. SIMONS: I don't think it is. My concern is
11 this, Your Honor. Some cases from around the country have
12 held that when a special interrogatories or special
13 verdict was not submitted to the jury under underlying
14 case the insurance company then was on the hook for the
15 resulting general verdict rendered against its insured.
16 We want to prevent that. We either want to have the court
17 rule that we're not bound by the general verdict or allow
18 us to intervene for purposes of submitting special
19 interrogatories and/or special verdict in some form so
20 that we ---
21 THE COURT: Why can't he ask that of the Court?
22 MR. SIMONS: Because I believe he's conflicted to do
23 that. I don't think ---
24 THE COURT: Are there some areas you cover Rightway
25 and some areas you don't ---

1 MR. SIMONS: Yes, sir.
2 THE COURT: And you're concerned that you want the
3 jury to address Rightway's liability as far as to what
4 they did and see if that's something that you cover?
5 MR. SIMONS: What we want to make sure is that Ohio
6 Casualty gets its day in court to show what's covered
7 under the policy and what is not. As I'm sure the Court
8 is aware last year the Supreme Court decided the LJ case
9 which is certainly ---
10 THE COURT: No, tell me about it because I'm
11 wondering, if you intervene and you're going to be -- you
12 want to be a named defendant or named party?
13 MR. SIMONS: Your Honor, I'm jumping ahead a little
14 bit, but I'm afraid that if we do not ask to intervene,
15 the fact that we did not ask to intervene will be held
16 against us. In our motion, our written motion that's on
17 file with the Court, we ask in the alternative for an
18 order finding that the interests of the insurer and the
19 interests of the insured are in conflict. Therefore,
20 under the Sims versus Nationwide case the insurance
21 company is not bound by whatever verdict Mr. Wylie can
22 obtain against the insured and after the underlying case
23 is tried our DJ case will be tried in the ordinary course
24 and will determine what is the existence, nature, and
25 extent of covered property damage at this project. My

1 concern is not to jump in and actually intervene. My
2 concern, Your Honor, is that if we don't ask to do that,
3 some judge in another court at another time might say we
4 waived that by not asking to come in. I'd be delighted if
5 you told me, and what I think you should tell me, is that
6 because of the Sims versus Nationwide case we don't have
7 to come in because we're not bound, therefore you grant
8 that much of my motion and deny my motion to intervene.
9 That in summary is my position although I've got other
10 details to...
11 THE COURT: All right. Anybody want to make any
12 comment regarding this?
13 MR. WYLIE: I think he just asked you to deny his
14 motion.
15 THE COURT: I think he did.
16 MR. WYLIE: In which case I'm fine with that.
17 MS. COOK: Well, Your Honor, might I ---
18 THE COURT: He also asks -- what was the other thing
19 other than deny your motion but also ---
20 MR. SIMONS: We ask for alternative relief, Your
21 Honor, in the motion. If we're going to be bound by the
22 result in Mr. Wylie's case then we want to come in so we
23 can protect the insurance companies' interests as distinct
24 from the interests of its insured who is already being
25 defended by Mr. Manos. If we are not going to be bound

1 then we'd ask the Court to so find and issue an order to
2 that effect.
3 THE COURT: Unless at a DC decision, DJ decision that
4 is upheld that you are found to be bound.
5 MR. SIMONS: Well, the fact of the matter is, Judge,
6 all of the lawyers involved in the case would concede to
7 the Court, I believe, that there are some covered claims,
8 there are some uncovered claims. There are portions of
9 the plaintiff's claimed damages that would not be covered
10 property damage under our policy and I think I see
11 Mr. Wylie agreeing.
12 MR. WYLIE: No, I was agreeing with Mr. Henry saying
13 no way.
14 MR. SIMONS: Well, then I apologize to Mr. Wiley for
15 trying to read his headshakes. Your Honor ---
16 THE COURT: But you're seeking a decision that you
17 are -- if I were to rule you cannot intervene that you're
18 only bound against a judgment against Rightway of which
19 you have coverage for.
20 MR. SIMONS: That's correct. I'm not ---
21 THE COURT: And you object to that?
22 MR. WYLIE: Well, it seems to me -- just picking
23 numbers out of the air, if we recovered a million dollar
24 verdict against Rightway, he's got a DJ action that's
25 going to determine how much of that, if any, or all of it

1 is covered. So I think the amount goes to the DJ court
2 and they decide is it covered or is it excluded under the
3 policy.
4 THE COURT: His dilemma is what if the verdict just
5 comes back a general verdict and lists all defendants.
6 MR. WYLIE: Well, he's still either going to be
7 covered or not under his policy.
8 THE COURT: I thought he was telling me some areas
9 that he covers Rightway on for things they do and he's
10 concerned they've done some things outside the coverage.
11 MR. WYLIE: Well, that's what I would have contended
12 the DJ action for. His DJ action is against his insured
13 to determine -- he has -- policies we pay all some you're
14 legally obligated to pay unless it's excluded in this next
15 47 pages of the policy, which lists the exclusions so he's
16 going to say ---
17 THE COURT: Short policy.
18 MR. WYLIE: His million dollar sum that I've thrown
19 out there, that what he's legally, Rightway is legally
20 obligated ---
21 THE COURT: Where is River Oaks by the way?
22 MR. WYLIE: It is off of River Oaks Drive just kind
23 of across 501 from Waccamaw Pottery.
24 THE COURT: Oh.
25 MR. WYLIE: Behind the Bob Evans.

1 THE COURT: Ma'am, are you going to try that --
2 what's your name again, Ma'am?
3 MS. COOK: Your Honor, my name is Kathryn Cook and I
4 represent Rightway, the insured, in the underlying DJ
5 action. I agree with Mr. Simons that his motion to
6 intervene as a plaintiff and any alternative relief that
7 he's seeking should be denied. But Rightway's position is
8 also that the Court should not issue an order in this
9 case, in the underlying liability case, that says Ohio
10 Casualty is not bound by a verdict that comes down in the
11 underlying case. And in fact, the case that Mr. Simons
12 cites in his motion, the Sims versus Nationwide Mutual
13 says exactly that. It says in the underlying liability
14 case, I'll call it, where the interest of the insured and
15 the insurer are the same which is the case here. In other
16 words, Ohio Casualty and Rightway's interest in the
17 liability case is to show that Mr. Wylie's client does
18 not -- we don't have any liability to him, and to try and
19 great that number down just as low as we can if in fact
20 there is any liability. And our interests are exactly the
21 same in that regard and Ohio Casualty, in fact, has been
22 the one who picked the attorney to put forth my client's
23 position and their position against Mr. Wylie and other
24 various third party clients.
25 THE COURT: But you're not involved in this

1 particular case?
2 MS. COOK: Well, yes, sir, I am in that if the -- one
3 of the things Mr. Simons has asked is that the DJ action
4 be included or consolidated in this case. And the thing
5 of it is is, they will be bound if there is a verdict and
6 I believe the case law supports if there's a verdict
7 against my client for a million dollars they're bound by
8 that but they are not bound such that in a DJ action they
9 then can't get a Court to decide what part, if any, of
10 that million dollars is covered so that they can pay for
11 it.
12 THE COURT: I agree with that way.
13 Mr. Wylie, why would you say on issues of law,
14 procedure here, the motion should be denied?
15 MR. WYLIE: If you look at the Supreme Court, Court
16 of Appeals cases which I actually had copies of, they set
17 forth four factors to look at. One of them is the
18 timeliness of the application to intervene. This is a
19 2000 case set for trial October the 10th. That's less
20 than 30 days from now so they waited five years to file
21 their motion to intervene so I contend they cannot meet
22 the timeliness factor. The fourth factor is, is the
23 interest adequately represented by the other parties. Ms.
24 Kif Cook just eloquently pointed out the fact that their
25 interest are exactly perfectly represented by their own

1 lawyer in this case; that is, their ultimate goal in the
2 underlying case, the case he wants to get into is keep
3 that verdict as low as possible or come back with a
4 defense verdict. Their interests are exactly the same.
5 And in that that Kens (ph) Cabana case the Court said that
6 the presumption arises if the interests are adequately
7 protected and the application should be denied unless
8 there's a showing of adversity of interest, collusion, or
9 nonfeasance. None of those exist in this case, and
10 therefore intervention is not proper under Rule 24.
11 THE COURT: Anything else from you, Mr. Simons?
12 MR. SIMONS: Yes, sir. I'd like to address the
13 notion that the interests of the insurance company and of
14 Rightway are in perfect alignment; they're not. And I'll
15 illustrate it in this way. In our motion we cite two
16 cases. There is the Carolina Veneer Lumber Company versus
17 American Mutual, 202 South Carolina 103. And in that case
18 an employee sued an employer for injuries received during
19 his employment. The insurance company defended the
20 action. The employer lost. There was a verdict on behalf
21 of the injured employee. The injured em -- the employer,
22 the insured, then sought indemnity for that verdict from
23 the insurance company. The insurance company sought to
24 deny liability based on the proposition that the claimant,
25 the plaintiff, was not an employee. And the supreme court

1 held that the issue was the same in both cases whether the
2 plaintiff was an employee. If he was an employee then he
3 was entitled to a verdict. If he was an employee he was
4 an insured. There was a perfect alignment of interests in
5 those, in that case. Therefore, the insurance company was
6 bound by the determination in the prior case concerning
7 the plaintiff's employment status. In a later case the
8 Sims v. Nationwide case that I've mentioned earlier today,
9 that case was an automobile accident case. The plaintiff
10 got a verdict against the defendant driver for negligence.
11 The insurance company were called upon to pay the verdict,
12 argued that the defendant had deliberately run down the
13 plaintiff; therefore, it wasn't negligence, it was
14 intentional act and excluded. The court pointed out that
15 the insurance company could not have gone in to the
16 underlying case and proven that its own insured
17 deliberately ran down the plaintiff because that would
18 have conflicted with its duties to its insured.
19 Now, we're in precisely the same situation here in
20 that -- and I'll give you one example of numerous if we
21 had all afternoon but these lawyers who are kind enough to
22 let me go out of turn I don't want to keep them waiting on
23 me because I want to be brief. One example, suffice it
24 one of the allegations made by the plaintiff in the
25 underlying construction case is that not enough nails were

1 put in sheathing on the exterior walls of these condos or
2 that not enough nails were put in windows. Now that is an
3 issue of defective workmanship not resulting in
4 consequential property damage as we understand our
5 coverage to apply to. It also is potentially excluded
6 under the policy based upon the intended or expected
7 exclusion that's contained within the standard CGL policy
8 that we have. Now Mr. Manos, Ohio Casualty, can hardly go
9 in, and just like in the Sims case we can't go in and
10 defend Rightway saying that when they deliberately put in
11 too few nails here that was known or expected damage by
12 the insured. I mean, that's the same thing as throwing
13 your insured under the bus that the Sims v. Nationwide
14 case said the insurance company ---
15 THE COURT: I understand.
16 MR. SIMONS: All right.
17 THE COURT: I understand.
18 MR. SIMONS: And so we're not in perfect alignment;
19 and there are numerous other instances in which, yes, Ohio
20 Casualty's interest is in minimizing the overall liability
21 of its insured but there are other issues within that that
22 Ohio Casualty has interests on its own and they relate to
23 whether there is an accident, whether there's an
24 occurrence, whether there's property damage, and whether
25 any one of about six or seven exclusions apply. And we

1 want our day in court unfettered by findings of fact that
2 were reached by a jury that we had no opportunity to talk
3 to or present evidence to. And I'm not asking you to deny
4 my motion. I'm asking you to grant that much of my motion
5 as enters an order that says we're not bound by the
6 outcome and we're free to a de novo declaratory judgment
7 action to determine the existence, nature, and extent of
8 covered property damage. That I ask you to grant. At the
9 alternative part, if we are going to be bound then we want
10 to come in and participate, but we don't think we're
11 supposed to be bound or should be bound under the Sims
12 rule. We just want that issue decided now rather than run
13 the risk that we get second guessed a year from now and
14 say, sorry, you lost your chance because you didn't seek
15 to intervene in the case. You didn't ask the Court to
16 allow you to get findings from the jury to resolve your
17 coverage issues, therefore, you've waived your right to do
18 so. That's what scares me because then it becomes my
19 fault insurance companies says to me ---
20 THE COURT: All right, Mr. Simons, you've asked. I'm
21 going to deny your motion. Do you want me to elaborate a
22 denial on a certain provision of 24(a)(2) or do you want
23 me to just say denied because I'm denying your motion. I
24 am concerned about the timeliness of it. I am concerned a
25 little bit about the number four prong of the issue

1 regarding whether or not there is or is not alignment of
2 issues here or that you're ad -- excuse me, adequately
3 represented by Mr. Manos but I'm denying your motion. I
4 don't feel the need to go any further than that. I think
5 that you're seeking participation. You're concerned about
6 that. I can see you're concerned; but I've decided to
7 deny your motion although you are very, very, very
8 adamantly demanding that it be granted because you're
9 concerned about your interest.
10 MR. SIMONS: I understand, and I'm aware of the rule
11 that you never argue against a ruling once made. For the
12 record may I make one comment about the timeliness?
13 THE COURT: Uh-huh.
14 MR. SIMONS: And that simply is that there is ---
15 THE COURT: I didn't say I was ruling based on that
16 unless you want me to.
17 MR. SIMONS: No, I don't.
18 THE COURT: Because I -- like I just had a ruling on
19 that. I'm just saying there are lot of things I'm
20 concerned about. That was one of them. But I would think
21 if I made a similar ruling on that one it might be -- it
22 might potentially affect you later on, potentially. So
23 I'm not ruling. I'm just saying your motion is denied
24 based on all the arguments I've heard today.
25 * * * END OF REQUESTED TRANSCRIPT OF RECORD * * *

1 C E R T I F I C A T E O F R E P O R T E R
2
3
4 STATE OF SOUTH CAROLINA)
5 COUNTY OF FLORENCE)
6
7
8 I, FRANCES BAKIS-RAY, Registered Professional
9 Reporter (RPR), court reporter for the State of South
10 Carolina, Twelfth Judicial Circuit, do hereby certify that
11 the foregoing proceeding is a stenographic report and was
12 transcribed through computer-aided transcription; that the
13 foregoing transcript contains a true record of the
14 proceedings.
15 I further certify that I am neither counsel for, nor
16 related to nor employed by any of the parties connected to
17 the action, nor am I financially interested in the action.
18 Witness my hand at Florence, South Carolina, this
19 27th day of September, 2005.
20
21 Frances Bakis Ray
22 **FRANCES BAKIS-RAY, RPR**
23 My Commission Expires: 9-13-2014
24
25

State of Florida)
) **Affidavit of Roger Van Wie**
County of Sarasota)

The undersigned, Roger Van Wie, attests as follows:

1. I, Roger Van Wie, was a shareholder and officer in Heritage Communities, Inc., a South Carolina Corporation, Buildstar Corporation, a South Carolina Corporation and the various entities that were formed for a number of condominium projects constructed in Horry and Georgetown Counties of South Carolina (hereafter collectively referred to as "Heritage and Buildstar").

2. Harleysville Insurance Company ("Harleysville") issued policies of insurance to Heritage and Buildstar.

3. Heritage and Buildstar engaged and managed a number of independent contractors and sub-contractors to construct various buildings in these condominium projects with the understanding and belief that they could expect code compliant and competent workmanship from those various contractors and sub-contractors.

4. Several lawsuits have been filed by various homeowner's associations relating to the work performed by Heritage and Buildstar and their subcontractors. The lawsuits allege construction defects and damages.

5. Harleysville has provided a defense against these claims under a full reservation of rights as it relates to the terms and obligations of the policies.

6. I have performed my obligations under the policy and have been a willing participant in the defense of the lawsuits.

7. Harleysville has informed me that it believes that the policy terms and supporting case law indicate that it does not owe a duty of defense and indemnity for the claims and damages alleged in the lawsuits referenced in this affidavit. I do not necessarily agree with this assumption nor do I fully understand the policies or associated case law sufficiently to assess the validity of this assumption.

8. While I have retained all rights to assert that insurance coverage exists, I believe that Harleysville has acted in good faith in the handling of the lawsuits against Buildstar and Heritage as they relate to alleged construction defects in condominium projects in Horry and Georgetown Counties of South Carolina. I understand that Harleysville has declined to pay the demands by every homeowner's associations. I understand that Harleysville settled one lawsuit but believes that it should not pay the demands to settle other lawsuits unless such settlements are reasonable and cost justified with the major portion of funds payable only to the damaged parties. Additionally I believe that those settlements should be paid by those parties and sub-contractors who actually performed the non-compliant work. With all of this knowledge and

RVW

more relating to the substance of the lawsuits, I believe that no action taken by Harleysville has been in bad faith.

9. I have been informed that the plaintiff's attorneys in the construction cases have made overtures that they believe Harleysville is acting in bad faith by failing to pay the demands of the Homeowner's association. I also believe that a significant portion of those demanded settlements do not reach the actual plantiffs which I believe is inappropriate. I have been informed that the plaintiff's attorneys have indicated that they hope to obtain a judgment and then gain an assignment of rights from Buildstar and Heritage to bring bad faith lawsuits against Harleysville. I oppose such an assignment and I believe that Harleysville has not acted in bad faith in the defense it has provided or in any other respect in the handling of these matters.

10. This affidavit was not drafted by me. It was drafted by the attorney for Harleysville and modified by me. This affidavit was discussed with me and I had every opportunity to make any and all changes desired. I had the opportunity to review this affidavit with my attorney. I chose to sign the affidavit because, after fully reading the content and discussing the matter with Harleysville, I believe the content to be fair, accurate and true. While I did not type this affidavit, it is my affidavit and I attest to all information and affirmative statements found within its content. I do not believe Harleysville has acted in bad faith in any respect with regard to Buildstar and Heritage.

Further Affiant Sayeth Not

Roger Van Wie

March 7, 2007
Sarasota, Florida

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS FOR
) THE FIFTEENTH JUDICIAL CIRCUIT
COUNTY OF HORRY)

TONY L. POPE AND LYNN S. POPE, INDIVIDUALLY AND REPRESENTING AS A CLASS ALL UNIT OWNERS OF RIVERWALK AT ARROWHEAD COUNTRY CLUB HORIZONTAL PROPERTY REGIME,

PLAINTIFFS,

VS

HERITAGE COMMUNITIES, INC., ET AL,

DEFENDANTS.

CASE NO. 05-CP-26-3289

RIVERWALK AT ARROWHEAD COUNTRY CLUB PROPERTY OWNERS' ASSOCIATION, INC.,

PLAINTIFF,

VS

HERITAGE COMMUNITIES, INC., ET AL,

DEFENDANTS.

DEPOSITION OF JAMES C. GRAHAM

CHARLOTTE, NORTH CAROLINA

DECEMBER 2, 2008

REPORTER: KELLY REITER

Appearances:

For the Plaintiffs -

John P. Henry, Esquire
Thompson & Henry, P.A.
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Post Office Box 1740 (29528)
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For the Defendant, Heritage -

Andrew N. Cole, Esquire
Collins and Lacy, PC
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Columbia, South Carolina 29201

For the Defendant, MI Home Products, Inc. only as to any BetterBilt Brand Products Manufactured Prior to March 29, 1999 -

Michael D. Freeman, Esquire
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Beaufort, South Carolina 29902

For the Defendant, Caradon

Novar Honeywell International -

Theodore A. Kaplan, Esquire

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Hearst Tower

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Charlotte, North Carolina 28202

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1 Deposition of James Graham, taken before me, Kelly
2 Reiter, a Notary Public for the State of North Carolina,
3 at the law office of K&L Gates, LLP, Hearst Tower, 214
4 North Tryon Street, Conference Room 42-A, Charlotte,
5 North Carolina, commencing at 10:20 a.m. on December 2,
6 2008, in accordance with the South Carolina Rules of
7 Civil Procedure.
8 It was stipulated by and between Counsel for the
9 Plaintiffs and Counsel for the Defendants that this
10 deposition is taken for any purpose allowed under the
11 South Carolina Rules of Civil Procedure;
12 That the signing of the transcript of deposition by
13 the witness is waived.
14 * * * * *
15 Whereupon - Document was marked as Deposition
16 Exhibit Number 1.
17 James Graham, first being duly sworn, deposes and says
18 as follows:
19 E X A M I N A T I O N - (By Mr. Henry)
20 Q Mr. Graham, for the record, would you state your
21 full name and where you presently reside?
22 A James Carl Graham, and I reside in Catawba, North
23 Carolina.
24 Q We've previously introduced ourselves. I'm Pat
25 Henry, and I represent the plaintiffs in these two

1 cases. One is Riverwalk Homeowners' Association,
2 and one is Tony L. Pope, which is a class action.
3 It involves the windows in the condominium projects
4 that I think you are familiar with. Have you ever
5 given your deposition before?
6 A No.
7 Q Okay. Let me sort of explain the procedure. This
8 is a fairly informal procedure. Your deposition
9 may be used at the trial of this case, if it comes
10 to trial in January of this year. Since you're out
11 of state, we can use your deposition in the trial
12 of the case if you do not come to the trial. I
13 will be asking the questions first. Then Mr. Cole
14 will then ask some questions, and the lawyers for
15 BetterBilt and Novar, so forth, may also have some
16 questions for you. During the deposition, if you
17 need to take a break, please let me know, and we
18 will certainly accommodate you.
19 A (Indicating yes)
20 Q I don't anticipate this deposition taking that
21 long, but if you need a break - - - I may need a
22 break, but we will take breaks, if we need to. You
23 feel free to let me know if you need a break. When
24 I ask a question, please let me finish the question
25 before you start your answer because the court

1 reporter has to take everything down that we say.
2 When we speak over one another, it's sometimes hard
3 for her to decipher that when she starts
4 transcribing the deposition. Also, if I ask you a
5 question and you don't understand it, please don't
6 answer it. I am very capable of asking an
7 incoherent question. So if you don't understand,
8 please ask me to clarify it. During the
9 deposition, you cannot confer with anyone except me
10 or whoever is asking you the questions on the
11 record. If we take a break, you can't discuss your
12 testimony with anyone outside of the room without
13 being on the record. So if you have questions
14 about anything, you should direct them to me or
15 whoever is asking you the question, so that
16 whatever is said can get on the record. Do you
17 have any questions before we proceed?
18 A No.
19 Q Okay. Let me get some background information from
20 you. First of all, what is your educational
21 background, starting with high school?
22 A I went through high school, completed high school,
23 and went two years of college night school.
24 Q And where did you go to high school?
25 A In Kitchener/Waterloo, Ontario, Canada.

1 Q And where did you go to night school?
2 A Toronto, Ontario.
3 Q And is that the extent of your formal education?
4 A Yes, sir.
5 Q Let me get some information on work history. When
6 you finished college, or during college, did you
7 have a job during that time?
8 A Yeah.
9 Q And where did you work?
10 A I worked for a building supply distributor.
11 Q And where was that?
12 A That was in Waterloo, Ontario, Canada.
13 Q What was the name of that?
14 A Plywood Supply.
15 Q How long did you work there?
16 A Now, you're really pushing me.
17 Q I understand that was a long time ago.
18 A I believe - - - I'm going to say seven, eight
19 years.
20 Q And where did you go from there?
21 A I went to a company called Northwood Building
22 Supplies.
23 Q Let me ask you, at Plywood Supply, did you deal
24 with windows at all?
25 A No.

1 Q And how about Northwood Building Supplies? Did you
2 deal with any issues with window sales, sales of
3 windows, that sort of thing?
4 A No.
5 Q How long were you at Northwood approximately?
6 A I'm going to say fourteen, fifteen years.
7 Q What kind of business was Northwood?
8 A Northwood was a wholesale distributor of building
9 materials.
10 Q Not windows?
11 A No.
12 Q And where did you work after Northwood?
13 A During those years at Northwood, Northwood was a -
14 - - a division of a company called Norandex - - -
15 or Noranda. I'm sorry, Noranda, N-o-r-a-n-d-a. I
16 went from building materials down to marketing at
17 Noranda for a few years, and then I was transferred
18 to the United States to a company called Norandex,
19 N-o-r-a-n-d-e-x.
20 Q Okay.
21 A Norandex was a manufacturer of aluminum windows and
22 doors.
23 Q About what year was that, approximately?
24 A '78, '80, 1980.
25 Q And how long were you with Norandex, approximately?

1

2 A Five years.

3 Q What were your responsibilities at Norandex?

4 A I was director of national accounts.

5 Q And Norandex was the manufacturer of aluminum

6 windows and doors?

7 A Yes, sir.

8 Q Were you involved at all in testing these windows

9 or going out to investigate problems with windows

10 at Norandex?

11 A No.

12 Q Tell me exactly what you did at Norandex.

13 A As director of national accounts, I would call on

14 the head offices of the likes of Lowes Depot, 84,

15 and present the marketing and sales programs.

16 Q Was Norandex the first company you had worked for

17 in the United States?

18 A Yes.

19 Q And you worked there approximately five years?

20 A Yes.

21 Q And where did you go from there?

22 A From there, I came down to Charlotte and worked for

23 a company called Weyerhaeuser.

24 Q Weyerhaeuser?

25 A (Indicating yes)

1 Q And what did you do for Weyerhaeuser?
2 A I spent one year investigating uses of a structural
3 board they were in the process of manufacturing.
4 Q A structural board?
5 A Yeah, OSB, oriented strand board.
6 Q And when you say investigated, what did you do
7 exactly?
8 A They knew how to produce an OSB board. They hired
9 a bunch of us shooting guns to run around and try
10 to come up with new uses such as, we came up with a
11 board that we developed for musicians' sound boxes.
12 You know, these - - - Back in the '80s and '90s,
13 those great big sound systems on the stages?
14 Q Right.
15 A They were all made from our OSB board that we came
16 up with, found a use for.
17 Q Okay. Did you have any participation in any window
18 issues when you worked with Weyerhaeuser?
19 A We looked at the substrate that we would use on
20 buildings and homes where windows would be applied
21 to.
22 Q But how about the determination of whether a window
23 was installed correctly, or whether a window
24 leaked, that sort of thing?
25 A No.

1 Q And how long were you with Weyerhaeuser in
2 Charlotte?
3 A One year.
4 Q And then where did you go from there?
5 A I got a job with BetterBilt.
6 Q Can you tell me about what year that was that you
7 went to work for BetterBilt, approximately?
8 A The early '90s, '92, '94, something like that.
9 Q And what position did you get when you went to
10 BetterBilt when you first went with them?
11 A A sales representative, marketing and sales.
12 Q Describe for me what that entailed.
13 A We had distribution of our windows, and taking our
14 windows that were manufactured in Smyrna, Tennessee
15 and shipping them to a distributor. Getting
16 distribution was not a major problem. Where we saw
17 our real sales was the end user, which was
18 contractors and builders.
19 Q Right.
20 A And so as an example, in Myrtle Beach, I would
21 spend fifty percent of my time working with
22 distributors, and fifty percent of my time talking
23 with contractors and builders and selling windows.
24 Q Did BetterBilt send you through any kind of school
25 or seminar or training program?

1 A Oh, at least once a year.
2 Q And when you first got there, what were the kind of
3 seminars or training programs did you go through?
4 A You would go through and spend a week at the plant,
5 working in the plant, and going through all the
6 steps of the manufacturing. You were - - - You
7 would go in with the early shift and wear your
8 dirty old jeans and get on the line and build a
9 window. From that, to going into their test labs
10 and helping set up the tests.
11 Q What kind of tests would they do?
12 A AMA tests, AAMA.
13 Q Where they would put - - - Are you familiar with
14 AAMA E1105? Does that ring a bell to you?
15 A No.
16 Q That's a test developed by AAMA. What kind of
17 tests would you do in the lab?
18 A Structural tests, wind tests, water tests.
19 Q What would they do? Build a wall, and you would -
20 - -
21 A Yeah, yeah.
22 Q Put a window in it?
23 A (Indicating yes)
24 Q And then spray water on it, that sort of thing?
25 A (Indicating yes)

1 Q And you'd have wind blowing?
2 A Right.
3 Q And you would see what the structural capabilities
4 were and the water intrusion capabilities and that
5 sort of thing?
6 A Right.
7 Q As far as installing that window in the lab, was it
8 installed in accordance with the BetterBilt
9 instructions?
10 A (Indicating yes)
11 Q Okay. You'll have to answer yes or no because - -
12 -
13 A Oh, I'm sorry. Yes.
14 Q That's okay. One of the things I meant to tell you
15 was, when you respond, respond with a yes or a no,
16 and not an un-huh. Because it's sometimes hard to
17 her to interpret that when she's transcribing.
18 It's hard to do, and I'll help you along with that.
19 I'll try to. Now, during the time you were with
20 BetterBilt, at any point, were you asked to go out
21 - - - You said you would go to Myrtle Beach, for
22 example, and spend half the time with the
23 distributor and half the time with the contractor.
24 Would you ever investigate problems?
25 A Yes.

1 Q And do you recall the first problems with windows
2 that you investigated, wherever that might have
3 been?
4 A The very first problem?
5 Q Yes.
6 A No, I - - - I don't recall the very first problem.
7 Q Well, let me ask you this. Before you did any
8 investigation of the Heritage projects, do you
9 recall any other window issues that you looked at?
10 A Yes.
11 Q Tell me about that.
12 A Up in Virginia, in the Norfolk area, water
13 penetration coming through a window because of - -
14 - They had taken a single-hung and used it as a
15 slider. They turned it sideways. It was my job to
16 run up there because water was pouring in, and it
17 was improper installation, wrong product.
18 Q Right. Do you remember any other instances?
19 A We had instances in - - - in Charlotte, where I
20 would be called on to go out and investigate why
21 spiral balances - - - Our windows were shooting up
22 and down, and the improper use of the spiral
23 balance - - -
24 Q What is a spiral balance?
25 A A spiral balance is a mechanism within the window

1 that, when you raise and lower the window, it has a
2 tension.
3 Q Okay.
4 A And if you mess with that tension, the window will
5 shoot up.
6 Q Prior to the Heritage projects, had you ever
7 investigated installation problems related to
8 flashing and caulking?
9 A Yes.
10 Q Can you give me some examples of that?
11 A In a case in Charlotte, where they were putting up
12 a single-family home, and they had water
13 infiltration.
14 Q Did BetterBilt have instructions that instructed
15 the installer on how to install that window?
16 A Each window has an installation instruction sheet,
17 I believe.
18 Mr. Henry - Okay. Does anyone have a copy of
19 that? I can't seem to find a copy.
20 Mr. Cole - It's been mentioned generally here,
21 but I don't think there's probably - - -
22 Mr. Freeman - Yeah, I don't think we've ever
23 been able to track one down. There was one
24 for - - - You can have one for Capitol.
25 Mr. Henry - I have one for Capitol, but I

1 don't have one for BetterBilt.
2 Mr. Freeman - Okay. I don't either.
3 Mr. Cole - This is the one for Capitol. Yeah,
4 this is the one for Capitol.
5 Q Mr. Graham, do you recall what that instruction
6 sheet said in reference to caulking and flashing?
7 A If I recall correctly, it - - - it mentioned using
8 good building practices and mentioned the word
9 caulking or flashing.
10 Q When you investigated the Charlotte home, for
11 example - - -
12 A (Indicating yes)
13 Q What did you find in reference to caulking and
14 flashing?
15 A They hadn't done it.
16 Q They'd done no caulking and flashing?
17 A Right.
18 Q Using BetterBilt's instructions, how was that
19 window to be installed in reference to caulking and
20 flashing?
21 A Prior to installing the window, they would caulk
22 the inside of the nailing fin, set the window,
23 level it, nail it, and then flash all around
24 between the nailing fin and the substrate.
25 Q And when you say flash around the nailing fin, what

1 type of flashing are you talking about? Are you
2 talking about a house wrap, or are you talking
3 about a metal flashing, or a peel-and-stick?
4 A A peel-and-stick.
5 Q A peel-and-stick?
6 A Yeah. I think the brand, at that time, was
7 Bitchum. It was used quite extensively up and down
8 the coast.
9 Q And was head flashing and sill flashing required?
10 A (Indicating yes)
11 Q Is that a yes?
12 A Yes. I'm sorry.
13 Q That's okay.
14 A Yes.
15 Q If you recall, who are some of the distributors
16 that you recall calling on in Myrtle Beach?
17 A I had one distributor. That was Pelican.
18 Q Pelican?
19 A (Indicating yes)
20 Q Do you remember the person's name at Pelican that
21 you dealt with?
22 A Ah - - -
23 Q We're going to look at some documents here that may
24 refresh your recollection.
25 A Right. Dan Carver was in - - - was in charge of

1 purchasing. Bobby Smith was the manager of Pelican
2 in Myrtle Beach, and then they had a whole bunch of
3 sales reps.
4 Q Do you recall who you dealt with more than others?
5 A Yeah. Their people up at - - - They - - - They had
6 a distribution plant in Conway, and Wayne - - -
7 Wayne Smith ran that. He would be a contact that I
8 would spend at least a day with.
9 Q Was Pelican the only distributor of the BetterBilt
10 windows in that area?
11 A The contractor yard, Lowes Contractor Yard, had a
12 small sales volume of our product.
13 Q Do you recall who you dealt with at Lowes?
14 A No, sir.
15 Q Okay. But you would deal mostly with Pelican?
16 A Yes, sir.
17 Q Do you have any file material? I sent the lawyer a
18 subpoena for any file material that you may have.
19 Do you have any file material relative to the
20 Heritage issue?
21 Mr. Cole - Object to the form.
22 A Personally?
23 Q Personally, yes.
24 A No, sir.
25 Q Okay. Were you, at any time, notified that there

1 were problems, window issues, at any of the
2 Heritage projects?
3 A Yes.
4 Q And do you recall who first notified you of any
5 problems at the Heritage projects?
6 A Pelican.
7 Q Pelican?
8 A (Indicating yes)
9 Q Was there any particular person at Pelican?
10 A I don't recall.
11 Q And what were you advised the problem was?
12 A Water leakage.
13 Q Do you remember about when this was?
14 A '98.
15 Whereupon - Document was marked as Deposition
16 Exhibit Number 2.
17 Q Let me show you a document that I've had the court
18 reporter mark as Exhibit 2.
19 Mr. Cole - Was Exhibit 1 the notice?
20 Mr. Henry - What's that?
21 Mr. Cole - Is Exhibit 1 the notice?
22 Mr. Henry - Exhibit 1 is the subpoena.
23 Mr. Cole - Okay.
24 Mr. Henry - I'm sorry.
25 Q Take your time and look at that document. When you

1 get through looking at it, my question is, can you
2 identify this document? Tell me what it is.
3 A Yeah. This was my notes to BetterBilt, in
4 particular Tim Burroughs. He heads up the customer
5 service department at BetterBilt. Vickie Lynn
6 Pitts was in customer service, and Tony Collins was
7 in engineering at BetterBilt.
8 Q So it's to the BetterBilt employees?
9 A Right.
10 Q Okay. And what is this particular document?
11 A This is the notes of my inspection at Heritage.
12 Q And does it indicate when your inspection took
13 place?
14 A Yes, inspected March 19th, 1998.
15 Q Okay. And is that the first inspection that you
16 recall doing at one of the Heritage projects?
17 A Yes.
18 Q And was this a result of a call from Pelican?
19 A Yes.
20 Q Now, can you tell me who the people were present
21 for your visit?
22 A Ed Brewer.
23 Q And he was with whom?
24 A Heritage.
25 Q All right. And who else?

1 A Tim Taylor from Heritage, Brad Cederbury from
2 Heritage, Mike Poole from Pelican, and myself.
3 Q And before you went out there, did you speak with
4 anyone about the Heritage project, other than with
5 Pelican? Did you talk with anyone, for example, at
6 Heritage - - -
7 A No.
8 Q Before you went? Did you know anyone at the
9 Heritage projects before you went out there?
10 A No.
11 Q And tell me again exactly what you were told the
12 problem was by Pelican.
13 A I understood that there was water coming in the
14 window, meaning between the frame and the glass.
15 Q All right. Did you visit just one of the Heritage
16 projects, or did you visit more than one of the
17 Heritage projects on this particular occasion?
18 That is, on March the 19th of 1998.
19 A Strictly Heritage.
20 Q And that was at Magnolia Plantation Condos?
21 A Yeah. Yes, sir.
22 Q And that's in Myrtle Beach?
23 A Yes.
24 Q At that time, were you aware of any other Heritage
25 projects going on using the BetterBilt windows?

1 A They had a number of projects going on using
2 BetterBilt windows, and I was advised there was two
3 or three projects.
4 Q Then why did you just go to the Magnolia Plantation
5 project?
6 A Because this was the one that was leaking.
7 Q They did not report any problems with any of the
8 other projects?
9 A No.
10 Q Not to you?
11 A No.
12 Q Now, tell me exactly what you did when you went to
13 the Heritage project that is the subject of this
14 memo, which is Exhibit 2.
15 A Could you repeat that question again? I want to
16 understand it.
17 Q Sure. Tell - - - I think this is the question that
18 I asked you. Tell me exactly what you did when you
19 went to the Heritage project.
20 A On this particular date?
21 Q On this particular date.
22 A Right.
23 Q That is, March the 19th of 1998.
24 A Right. I had been there. Based on reading my
25 history here, I had been on the site prior to.

1 Q Right.
2 A And I had done some water testing.
3 Q Right.
4 A And found that there was not water coming through
5 the window. Okay. It wasn't a window problem.
6 Q Where was it coming through?
7 A It was coming - - - The window was directing the -
8 - - the water down the side of the window, and then
9 coming along, and it was coming out of the bottom
10 of the window - - - I mean, in the corners.
11 Q Right.
12 A It was coming in, in some cases, at the tops of the
13 windows.
14 Q And are you referring to the P.S. that is at the
15 bottom of the second page of Exhibit 2 in reference
16 - - -
17 Whereupon - An assistant enters the conference
18 room and hands a note to Mr. Kaplan.
19 Mr. Kaplan - Sorry to interrupt, but do you -
20 - - (Hands the note to Mr. Henry)
21 A The last paragraph?
22 Q Yes, on Page 3. I'm sorry. You've indicated that
23 after reading some of Exhibit 2, that you recall
24 now going to this project prior to March the 19th
25 of 1998.

1 A (Indicating yes)
2 Q Is that correct?
3 A Yes, sir.
4 Q Who called you to go at that particular time?
5 A Pelican.
6 Q And do you recall going to the project?
7 A Yes.
8 Q And was it the same project, Magnolia Plantation?
9 A Yes.
10 Q And when you were out there on this occasion, that
11 is before March the 19th of 1998, did you meet with
12 anyone at Heritage when you went to the project?
13 A We would usually go on and meet with the
14 superintendent.
15 Q Do you remember who that was when you first - - -
16 A No, sir.
17 Q Was it Mr. Brewer or Mr. Taylor?
18 A It could have been.
19 Q You just don't recall?
20 A No, sir.
21 Q But you recall meeting with someone from Heritage?
22 A Yeah. We wouldn't test the window without Heritage
23 being there.
24 Q And do you recall how you tested the window on that
25 first location?

1 A Yes. We would get a hose.
2 Q Just a plain garden hose?
3 A A garden hose.
4 Q Right.
5 A And we would flood the window, starting at the top
6 and work around. In the case of a half round, we
7 would start at the top of the half round and work
8 our way down, and hold it for ten, fifteen, twenty
9 seconds.
10 Q Right.
11 A We would have a spotter on the inside to see if
12 there was any water infiltration. After thirty,
13 forty seconds, maybe forty-five seconds, we would
14 move to the window below it and start at the top -
15 - -
16 Q Right.
17 A And work our way down, and do the same procedure.
18 Q Do you recall who the spotter was?
19 A Yeah. Mike Poole, at the time was Pel - - - He was
20 helping me. I would hold the water out there and
21 spray it, and Mike would stand on the inside.
22 Q And did you determine that there was not a problem
23 with the window, but there was a problem with the
24 window installation?
25 A Yes, sir.

1 Q And what did you determine the problems with the
2 installation of the window was?
3 A No caulking, no flashing.
4 Q And did you report this to anyone at Heritage?
5 A Yes.
6 Q And who was that?
7 A The superintendent who would be on the job.
8 Q And do you recall what his response was on this
9 first occasion that you referred to in the P.S. on
10 the third page?
11 A I'm sorry. Do - - -
12 Q Do you recall, when you reported to the project
13 superintendent that there was no caulking or
14 flashing and that's the reason the water was coming
15 in, do you recall how they responded to that?
16 A I don't recall.
17 Q Okay. But you did tell them that was what the
18 problem was?
19 A Exactly.
20 Q All right. Who is Don Voss, or Voss, V-o-s-s?
21 A Voss, Voss. Don Voss was an employee of
22 BetterBilt. He had worked there twenty odd years
23 in manufacturing, and Don was in charge of warranty
24 and repair at BetterBilt.
25 Q And did Don Voss accompany you to the building on

1 this first occasion?
2 A Yes, sir - - - Not on the first occasion. I'm
3 sorry. I called him in after visiting, after
4 visiting and going through this process.
5 Q And he went out there also after you had - - -
6 A Yes.
7 Q Gone out there? Okay. It says here in the P.S. on
8 the third page, it says, Don Voss inspected a
9 building at this site back in '96 or '97, and we
10 replaced glass in three one-half rounds?
11 A Yes.
12 Q What was the purpose of replacing the glass in the
13 three one-half rounds?
14 A I can only surmise that there was some water
15 infiltration.
16 Q And when this says, three one-half rounds, is that
17 the round part of these triple-hung windows?
18 A Yes.
19 Q Do you recall when you first went out there
20 inspecting these rounds on the triple windows?
21 A Do I remember the - - - the date?
22 Q No.
23 A Oh.
24 Q Do you remember that these projects had three
25 windows with a round window at the top?

1 A Oh, yeah. Yeah, every unit.
2 Q And is that the kind of window you tested - - -
3 A Yes.
4 Q Or did you test other kinds of windows?
5 A That was the window that we tested.
6 Q And that's the window you found that lacked
7 flashing and caulking?
8 A Yes.
9 Q All right. Now, on the first page, you have a
10 section entitled, Report?
11 A Yes.
12 Q And what does that section describe?
13 A That describes the inspection that was made on
14 March the 19th, 1998.
15 Q And tell us in your own words, looking at this
16 report, exactly what you found on March the 19th of
17 1998.
18 A They had removed the wood trim around the window.
19 Q Is that on the interior or exterior?
20 A Exterior.
21 Q On the exterior?
22 A Yes. We wanted to find out what was behind the - -
23 - the wood trim that they had there. When they - -
24 - They had removed that, and in getting a ladder
25 and going up there, we found there was no flashing.

1 There was no caulking. It was just nailed into an
2 OSB board.
3 Q There was no caulking where?
4 A Behind the window.
5 Q And was that a violation of the installation
6 instructions?
7 A A violation?
8 Q Did the installation instructions require flashing
9 behind the nailing fin?
10 A I believe we stated in the installation
11 instructions that good installation, including
12 caulking and flashing, was required.
13 Q Okay. Now, when you found that there was no
14 flashing, did you report this to Ed Brewer and Tim
15 Taylor and Brad Cederbury at Heritage?
16 A Yes.
17 Q And when you found that the window had no caulking,
18 did you also report this to Ed Brewer, Tim Taylor,
19 and Brad Cederbury at Heritage?
20 A Yes.
21 Q Do you recall what their response was?
22 A No.
23 Q All right. Let me get back up to this. The last
24 part of the first part of that, under report it
25 says, no caulking at the end of window where units

1 mulled together. What does that mean here?
2 A Oh. When you take one window and put it on top of
3 another window.
4 Q Right.
5 A Again, we talked about using good building
6 practices. Any time there was any possible
7 openings, that you would caulk it.
8 Q Right.
9 A There was no caulking.
10 Q Right. And you pointed that out - - -
11 A Yes.
12 Q To the people at Heritage?
13 A Right.
14 Q This round part of the window, how was it - - - Was
15 it mulled? It was mulled to the three windows?
16 A On top of it, yes.
17 Q And how did they attach the round part of the
18 window to the three windows?
19 A There was a mull bar, and then they would screw
20 through the top half round, into the mull bar, into
21 the frame of the single-hung.
22 Q And the requirements were that there was to be
23 caulking between the mulls?
24 A (No response)
25 Q If I'm making sense with that.

1 A No.
2 Q Okay. Where was the caulking supposed to go that
3 was not there?
4 A On the end of the unit, there is a - - - I think
5 there is a drawing or - - -
6 Q Look at the last page of Exhibit 2.
7 A Yeah.
8 Q This? Is that what you might have been referring
9 to?
10 A Yeah, yeah, yeah.
11 Q Okay. Let's mark that.
12 A Yeah, yeah.
13 Whereupon - Document was marked as Deposition
14 Exhibit Number 3.
15 Q Let me hand you what's been marked as Exhibit 3.
16 A Right. Here we go.
17 Q And is that your handwriting?
18 A Yes, sir.
19 Q And what is this?
20 A What I was describing was, on your single-hungs and
21 your half rounds, there is a nailing fin that goes
22 on the outside frame. All right. What they had
23 done is, as you can see on the half round, they - -
24 - they cut - - - cut out, or left a hole. If
25 you'll notice on the bottom there, there's a

1 single-hung and a nailing fin.
2 Q Right.
3 A There's a little space right there.
4 Q Right.
5 A There was no caulking. There was no - - - I don't
6 know what was going on there, but it was obvious to
7 me that you've got a perfect opening for water
8 penetration.
9 Q And did you point this out to anyone at Heritage?
10 A Yes.
11 Q Do you know who that was? Was it these three
12 people listed in Exhibit 2?
13 A Yes, along with the other superintendents that I
14 have visited or been on sites with.
15 Q Do you recall what their response was?
16 A No.
17 Q And was water getting into that space, as you
18 described it?
19 A That was one of them.
20 Q And where else was water coming in?
21 A It was coming in down at the bottom, or the
22 corners, and it appeared like the window was a
23 channel.
24 Q Right.
25 A If anything, like an eaves trough and directing the

1 water.
2 Q Could you determine whether or not the water was
3 getting in behind the cladding, whether it was
4 brick or whatever?
5 A Yes.
6 Q And what did you determine on that?
7 A You could see on the OSB board, in the third or
8 fourth point there. It was black and stained.
9 Q And was this open and obvious to Heritage?
10 Mr. Cole - Object to the form.
11 Q You can answer it.
12 A Yes.
13 Q Okay. And then you say that BetterBilt's
14 responsibility was from the outside of the frame
15 and the glass?
16 A Yes, sir.
17 Q And did you mean by that, the outside of the frame
18 and the glass inward?
19 A Yes, sir.
20 Q Did you find any deficiencies in the window from
21 the outside, or the frame in?
22 A No.
23 Q And whose responsibility was it for the portion of
24 the window from the frame out?
25 A The installer.

1 Q And this is where you found the problems?
2 A Yes, sir.
3 Q Now, if you go over to the second page at the top,
4 the first sentence reads, I requested and received
5 permission from Ed Brewer to take pictures of this
6 window. Do you see that?
7 A Yeah.
8 Q And was that permission granted?
9 A Yes, sir.
10 Q Why did you want to take pictures of it?
11 A To back up my report and my findings.
12 Q Which were what?
13 A That there was water leakage behind the window due
14 to flashing, caulking, or just plain building - - -
15 improper building methods.
16 Q And so the second sentence says, I proceeded to buy
17 a camera at the local pharmacy and returned within
18 fifteen minutes.
19 A Yeah.
20 Q Do you see that?
21 A I remember that.
22 Q Do you recall that?
23 A Yes, sir. I remember that as plain as can be.
24 Q Why do you remember that?
25 A Well, I forgot my camera. I always carried a

1 camera around because, when these situations would
2 come up, it was great to have a picture. I asked
3 them if I could go get a camera. I would be back
4 within ten, fifteen minutes. Upon returning, there
5 they were up on the ladder, flashing the window.
6 Q And did you take a picture of that?
7 A Yes.
8 Q I think you indicated to me before the deposition
9 that you did not have those pictures?
10 A No. I submitted them with my report, and I don't
11 know where they are.
12 Q All right. Then you said, I proceeded - - - Well,
13 you said Brad Canterberry (sic) was flashing and
14 caulking this window and told me that Ed Brewer had
15 told him to do it before I returned to take
16 pictures.
17 A Yes.
18 Q Is that what he told you?
19 A Yes, sir.
20 Q And then it says, I proceeded to take pictures of
21 Brad, flashing and caulking. Is that what you did?
22 A Yes, sir.
23 Q Did he have any objection to that, that you recall?
24
25 A No.

1 Q It says, I inspected another unit at Building 37
2 where scaffolding had been erected. I found this
3 unit to have caulking and flashing. See pictures
4 with scaffolding. As Ed Brewer and Tim Taylor had
5 left the site, I have no idea what the problem was
6 with this unit.
7 A Right.
8 Q Tell me what you recall about that.
9 A They wanted to talk to me about that unit. They
10 were gone. So, you know, I just left it.
11 Q But that particular window, where the scaffolding
12 was, had caulking and flashing?
13 A Yes.
14 Q Was it a window that had been removed, or was that
15 a building that was already built and they - - -
16 Strike that. Or was that a building that was under
17 construction, and they just hadn't put the window
18 in yet?
19 A No, the window was put in. It was one of the units
20 - - - People were living in the units.
21 Q Oh, okay. So they had taken the window out?
22 A No.
23 Q The window was still there?
24 A The window was still there.
25 Q But there was scaffolding up?

1 A Yes.
2 Q Do you know when they put caulking and flashing in
3 that window?
4 A No.
5 Q It was just there when you went over there?
6 A Yes.
7 Q You don't know if they had just put it in there,
8 trying to stop the water?
9 A No, sir.
10 Mr. Cole - Object to the form.
11 Q Okay. Then the next paragraph says, I was told
12 that since Heritage had switched to Capitol windows
13 through Carolina Building Company, they never have
14 a water problem. I went to Building 4 and took
15 pictures. See enclosed. Do you remember anything
16 about that?
17 A Yes. You know, they were - - - Pelican was upset
18 that they had lost the - - - the window sales. I
19 said, you know, there's nothing we can do. That's
20 the customer's choice, and I went over to see what
21 the - - - what they were doing and how they were
22 doing it.
23 Q Do you remember anything about how they were doing
24 it? Were they caulking and flashing?
25 A They were caulking it. From this report here, they

1 were caulking, but no flashing.
2 Q Now, you also found that Capitol did something
3 different with their window, as far as the mulling
4 around the half round?
5 A Yeah. They had a different mulling system.
6 Q And you also said, I could not find any Capitol
7 windows with flashing?
8 A Right.
9 Q Then the next paragraph says, it appears the
10 construction of these units are as follows. OSB
11 board to framing lumber; protective building paper
12 to OSB board; window is set into opening with a
13 wood trim next to window. Note, this wood trim
14 around the window is only on approximately two-
15 thirds of the buildings. On the first units built,
16 they bricked right up to the window. There was a
17 three-quarter gap between the structure and the
18 brick?
19 A Yes.
20 Q Is there a problem there? Was there a problem with
21 the way they were doing that?
22 A Well, it seemed to me, if you're going to brick up
23 to a window, you would snug it right up and caulk
24 it. There was a three-quarter inch gap there to
25 allow any water infiltration.

1 Q You say, the brick is applied using mortar that
2 weeps out?
3 A Yeah, it was - - - It was construction that I
4 wasn't - - - I hadn't seen before. It was an old
5 stone-like brick, and the mortar that they used
6 squished out, to give it this - - -
7 Q It wasn't a joint?
8 A Right, a rustic look.
9 Q Right.
10 A And the old brick, man, you could look right
11 through it in some cases. I thought that was
12 highly unusual for an area like on the coast.
13 Q At this particular point, Magnolia Plantation, I
14 think it's also known as Magnolia Place - - -
15 A (Indicating yes)
16 Q Was that the only project, Heritage project, you
17 had inspected?
18 A I had inspected this, River Run and - - -
19 Q Riverwalk?
20 A Or Riverwalk, and - - -
21 Q At this time? At the time of this - - -
22 A Of this report?
23 Q Of this report?
24 A No. I'm sorry.
25 Q Okay. So what I was asking, up until this time,

1 this March 19th, I think, 1998 report, you had not
2 inspected Riverwalk?
3 A No.
4 Q Okay. Then at the bottom of the page it says, over
5 the past few years, I have been called to inspect
6 water infiltration into the units a number of
7 times. In approximately eight to ten cases,
8 BetterBilt has replaced one-half round glass
9 because of water coming between the glass and the
10 frame?
11 A Yes.
12 Q And tell me, what was causing the water to come
13 between the glass and the frame?
14 A There was separation between the - - - the way the
15 glass was manufactured, to seal against the frame.
16 Somehow during transportation or installation,
17 there was a breakage in that seal, and water had
18 come in.
19 Q And that was corrected by BetterBilt?
20 A Yes, sir.
21 Q On Page 3, it says, during these inspections, Mike
22 Poole from Pelican has been present. A number of
23 times, we have water tested the windows and found
24 the following. No water infiltration when spraying
25 the frame or glass of our windows. When water was

1 sprayed above the window on the brick, we found
2 water coming in the condos between the drywall and
3 the window frame edge, water getting into the
4 window channel between the one-half round and the
5 single-hung, and coming out the screw holes.
6 A (Indicating yes)
7 Q Okay. At this time, the time of this report, were
8 you aware of who the subcontractor was that was
9 installing these windows?
10 A No.
11 Q Did you ever have any conversations with the - - -
12 To your knowledge, did you ever have any
13 conversations with the subcontractor that was
14 actually installing the windows?
15 A I'm going to say yes, because I tried to talk to
16 everyone on the site that I met, not knowing what
17 their job or responsibility was. But first of all,
18 it was to the superintendent, the builder.
19 Q Right.
20 A Heritage. And there was a number of contractors or
21 subcontractors that were installing. I recall
22 talking to as many as I possibly could.
23 Q Okay. Then the next part of this Exhibit 2 says,
24 inspection on Wednesday, January 7th of '98. So
25 this is an inspection you made prior to the March

1 19th inspection?
2 A Yes, sir.
3 Q And was this also of the Magnolia Place, or
4 Magnolia Plantation, project?
5 A Yes.
6 Q And those are your findings that you found on the
7 March - - - I'm sorry, on the January 7th of '98 -
8 - -
9 A Yes.
10 Q Okay. Tell me, in your own words, what you found.
11 A Mike and I did the spraying of the units that we
12 were told were leaking. When we did the spray
13 test, there was no water infiltration coming in.
14 Q Okay.
15 A But one thing that I remember very vague - - - or
16 very distinctly was, one of the units was on the
17 third floor, and we had to get a stepladder. I'm
18 not a brave soul and don't like heights, and I was
19 up there on that ladder, spraying that window. Mike
20 was on the inside.
21 Q Mike?
22 A Mike Poole was on - - -
23 Q Of Pelican?
24 A Pelican, yeah. Because it was my window, I had to
25 do the dirty work. There was no water

1 infiltration, but this was on the third floor. I
2 recall a fellow on the first floor unit came
3 running out of his unit, screaming and hollering,
4 I've got water coming into my place.
5 Q And you were on the third floor?
6 A I was on the third floor.
7 Q He was on the first floor?
8 A He was on the first floor.
9 Q So the water was coming from the third floor, all
10 the way down into the one on the first floor?
11 A (Indicating yes) - And when we went down to look at
12 it, water was not coming through the window. It
13 was being directed, or channeled, by the window
14 into the corners.
15 Q And there was no flashing or caulking?
16 A We couldn't determine that because the window - - -
17 These units were complete. The homeowners were in
18 them. We were just told they were leaking. I
19 wanted to determine where the water was coming
20 from.
21 Q And it says here that you advised Tim Taylor of
22 your findings?
23 A Yes, sir.
24 Q And he's with Heritage?
25 A Yes, sir.

1 Q Then you say, I feel certain Heritage will take
2 legal action against BetterBilt regarding this
3 problem, as each building has twenty-five to thirty
4 windows times approximately twenty-five buildings.
5 Six hundred and twenty-five windows approximately?
6 A Yes.
7 Q What led you to believe that they were going to
8 take legal action?
9 A Because of what Tim Taylor told me, or what all of
10 the superintendents would tell me.
11 Q What would they tell you?
12 A They would tell me usually, number one, we're going
13 to switch suppliers and, number two, it's - - -
14 we're suing you.
15 Q Okay. Did somebody from Heritage tell you that?
16 A It was - - - It was superintendent talk.
17 Q Did you know the name of the contractor on this
18 building? Do you recall?
19 A No.
20 Q What is the last page of Exhibit 2?
21 A They are instructions on applying half round or
22 single-hungs or trapezoids to - - - how to - - -
23 how to mull them.
24 Q How to mull them together?
25 A (Indicating yes)

1 Mr. Henry - Okay. Can we take a short break?
2 Whereupon - A brief recess was taken.
3 Mr. Henry - Let's mark this, please.
4 Whereupon - Document was marked as Deposition
5 Exhibit Number 4.
6 Q Mr. Graham, I've handed you what the court reporter
7 has marked as Exhibit 4, and ask you if you can
8 identify that.
9 A That's my writing of a memo to Tim Burroughs at - -
10 -
11 Q Tell - - -
12 A At BetterBilt.
13 Q Tell me again who Mr. Burroughs is.
14 A I'm vague on this, and the reason is, Tim had three
15 or four jobs while being employed at BetterBilt.
16 I'm not sure whether it was - - - Tim was in charge
17 of customer service or the warranty department.
18 But he had a responsibility that we funneled all of
19 these situations to him, and then he would delegate
20 whether they went to manufacturing, customer
21 service, warranty, whatever.
22 Q The subject says, Heritage Communities (see copy
23 report 3-23-98). Tell me, is that Exhibit Number
24 2?
25 A That's got to be Exhibit Number 2, yeah.

1 Q And what, if you recall, was the purpose of Exhibit
2 Number 4?
3 A This is where I believe Pelican said that they
4 wanted to have a meeting with Heritage on this
5 window problem.
6 Q Now, this Exhibit 4 is dated August the 14th of
7 '98. Am I correct?
8 A Yes.
9 Q And between March the 19th of '98, when you
10 inspected the Magnolia Plantation condos, and
11 August the 14th of '98, when you drafted Exhibit
12 Number 4, had you done any further inspection of
13 any of the Heritage projects?
14 A Not that I recall.
15 Q And did you draft Exhibit 4?
16 A Yes.
17 Q And tell me what the purpose of your drafting this
18 Exhibit 4 was, if you recall.
19 A This was, I believe, where Heritage had contacted
20 Pelican and were setting up a meeting to talk to
21 us. I was making BetterBilt aware of that
22 conversation.
23 Q Okay. The first paragraph says, Pelican has been
24 advised by Heritage that the present cost to fix
25 the damage is sixteen thousand dollars, and that

1 structural damage could amount to five hundred
2 thousand?
3 A (Indicating yes)
4 Q And what was Pelican and BetterBilt going to do
5 about it. Did I read that correctly?
6 A Correct.
7 Q Where did you get that information from?
8 A From Pelican.
9 Q And the second paragraph says, I told Pelican - - -
10 Is that Don?
11 A Dan Carver.
12 Q Carver, and Jim - - -
13 A Vinson.
14 Q Vinson, we stand by our report. That is, in many
15 of the units where - - - Is that - - -
16 A Water is getting in.
17 Q Water, okay. Let me go back. Let me let you read
18 that paragraph.
19 A Okay. I told Pelican, which was Dan Carver and Jim
20 Vinson, we stand by our report.
21 Q And that's the report of March the 23rd, 1998?
22 A Yes.
23 Q Exhibit 2?
24 A Yes.
25 Q Okay.

1 A That is, in many of the units, water is getting in
2 the channel and coming out where the screws are on
3 the half round and single-hung units because there
4 is no flashing or caulking around the windows.
5 Q And then you have a drawing down there, which shows
6 what?
7 A Just where the location of some of the water was
8 coming in.
9 Q And then on the second page of Exhibit 4 it says,
10 also based on our installation instructions on the
11 one-half rounds, no mention of caulking used. What
12 does that mean?
13 A I have no idea.
14 Q Okay. And there is a question mark by that.
15 A That's not mine.
16 Q Okay. What does the next sentence say?
17 A Dan Carver has requested that I again notify
18 someone at BetterBilt of this situation.
19 Q And who is Dan Carver?
20 A Dan Carver was the purchase agent at Pelican.
21 Q And read the next - - -
22 A So I would suggest we talk. I suggested we contact
23 Jim Vinson, senior representative at Pelican, and I
24 list the numbers, and contact Dan Carver at
25 Pelican, and I list the numbers, to get their - - -

1 their comments on this.
2 Q Okay.
3 Whereupon - Document was marked as Deposition
4 Exhibit Number 5.
5 Q Let me show you what I've had the reporter mark as
6 Exhibit Number 5. If you would, take a minute to
7 review that, and let me know when you've reviewed
8 it.
9 A (Indicating yes)
10 Q Have you reviewed it?
11 A Yes, sir.
12 Q Did you draft this?
13 A Yes, sir.
14 Q All right, sir. And is the, thanks, Jim, down at
15 the bottom of the page, is that you?
16 A Yes, I signed that.
17 Q And what was the purpose of Exhibit Number 5?
18 A This was in response to Pelican wanting to know
19 what we were going to do, based on Heritage
20 wanting to talk. This was a - - - a summary of
21 what I had done on - - -
22 Q And it was directed to whom?
23 A To Dan Carver at Pelican.
24 Q At Pelican?
25 A Yes, sir.

1 Q And tell me, in general, what Exhibit 5 conveys to
2 Mr. Carver.
3 A That this was an ongoing problem, since day one, on
4 the construction site of Heritage, and that they
5 were having a major problem. In the cases where we
6 identified it was our problem, we fixed it.
7 Q And the comment at the bottom of the page, would
8 you read that out loud, please?
9 A Having sold Pelican similar windows in the Grand
10 Strand area for the past eight years, we have never
11 run into any other problems like this. My only
12 conclusion is, other builders using the same type
13 windows have used good installation/building
14 procedures, such as flashing and/or caulking.
15 Q And at the last inspection you had done at Magnolia
16 Plantation, also I think it's Magnolia Place, had
17 you found that they were not using flashing and
18 caulking?
19 A Right, sir.
20 Q And had you advised Heritage that this was not a
21 good construction practice?
22 A Yes.
23 Q Up until August the 21st of 1998, was Magnolia
24 Place the only project that you had - - - the only
25 Heritage project that you had inspected?

1 A I don't recall.
2 Q Okay.
3 Whereupon - Document was marked as Deposition
4 Exhibit Number 6.
5 Q And let me show you what's been marked as Exhibit
6 6, and ask you if you have ever seen this.
7 A You know, I - - - I think I saw this when we had
8 that meeting with Heritage, Pelican and - - - and
9 BetterBilt.
10 Q And the projects that they're talking about in this
11 one, in this Exhibit 6, is Magnolia Place, The
12 Gardens, Riverwalk. Magnolia Place, The Gardens,
13 and Riverwalk. They're counting windows. Is that
14 what you get from this?
15 A Yes.
16 Q And what did you understand, when you saw this
17 document at that meeting, that this Exhibit 6
18 represented?
19 A My feeling was that Pelican had said, hey, what's -
20 - - what are you talking about as far as costs are
21 concerned to fix the problem? And this was
22 presented at that meeting.
23 Q I don't see a date on this, but it was a fax date
24 of September of '98. But would you agree with me,
25 clearly at this time, they were having the same

1 problems at The Gardens and Riverwalk?
2 Mr. Cole - Object to the form.
3 A I presume.
4 Whereupon - Document was marked as Deposition
5 Exhibit Number 7.
6 Q Let me show you what I've had the reporter mark as
7 Exhibit 7. Please take a moment to review this,
8 and then let me know when you're ready for me to
9 ask you questions about it.
10 A I remember this.
11 Q Can you tell me what this is, Exhibit 7?
12 A Yeah. Les Moffatt had become the regional sales
13 manager for BetterBilt. He came down, and what we
14 were going to do was determine the number of
15 windows that BetterBilt had on the job sites. I
16 remember this distinctly because Hurricane Earl - -
17 -
18 Q Right.
19 A Came through, and we did not evacuate. We were
20 standing out there like fools.
21 Q In the hurricane?
22 A In the hurricane, trying to count windows.
23 Q At this - - -
24 A The dumbest thing we ever did in our life.
25 Q This Exhibit 7, did you author this document? Did

1 you draft this document?
2 A Yes, sir.
3 Q And is that, the signature at the bottom that says
4 thanks, Jim, is that - - -
5 A Yes, sir.
6 Q Your signature?
7 A Yes, sir.
8 Q And you've lettered the paragraphs. Tell me - - -
9 Well, why don't you just read Exhibit A out loud,
10 and tell me what that is?
11 A Need to verify Heritage count on number of windows
12 subject to claim. After the meeting of September
13 3rd, Les Moffatt and I tried to count the number of
14 windows subject to claim at Riverwalk and The
15 Gardens. Due to the storm, we did not get an
16 accurate count.
17 Q All right. Now, at this point, had a claim been
18 made for the windows at Riverwalk?
19 A No, not that I recall.
20 Q Well, it says, subject to claim at Riverwalk.
21 A As best I recollect now, this came up, you know,
22 these numbers.
23 Q When you say this, you'll have to describe what
24 you're talking about.
25 A Yeah, I'm sorry. Yeah, this Exhibit 6 came up, and

1 they had - - - It was their count. When I say
2 their count, I'm - - - Heritage or the builder's
3 count.
4 Q And what were they counting?
5 A Windows.
6 Q And what was the purpose of their counting windows?
7
8 A To make a claim against BetterBilt, I guess, or
9 Pelican.
10 Q And what was the reason they were making a claim
11 for the windows at Riverwalk?
12 A They claimed that it was a manufacturing problem.
13 Q And what did they claim the manufacturing problem
14 was?
15 A Water infiltration.
16 Q And had you determined whether or not that was a
17 manufacturing defect, or an installation problem?
18 A We found it an installation problem.
19 Q And had you been out to Riverwalk at this point?
20 A Yes.
21 Q You had?
22 A Yes.
23 Q Do you recall about when you went out to Riverwalk?
24 A You know, I'm not sure.
25 Q But at the time you authored Exhibit 7, which is

1 dated September the 8th of '98, you had been out to
2 Riverwalk?
3 A Yes.
4 Q Do you recall what you saw in reference to the
5 windows at Riverwalk?
6 A The same as Magnolia Plantation.
7 Q No different?
8 A No different.
9 Q They were instilling the windows the same way?
10 A Yes, sir.
11 Q And so the findings that you outlined in your
12 report dated March the 23rd, 1998, which is Exhibit
13 Number 2, you found those same problems at
14 Riverwalk?
15 A Yes.
16 Whereupon - Document was marked as Deposition
17 Exhibit Number 8.
18 Q And those problems that you found at Riverwalk were
19 also installation problems?
20 A Yes.
21 Q And what were the installation problems at
22 Riverwalk, that you determined?
23 A Not using good building practices, such as caulking
24 and flashing.
25 Q Let me show you what I've marked as Exhibit 8.

1 A (Indicating yes)
2 Q Do you recall ever seeing Exhibit 8?
3 A Yes.
4 Q Tell me what Exhibit 8 is.
5 A This is a letter by C.B. Deal, who is the marketing
6 manager of the millwork division of Pelican
7 Companies to Heritage Communities.
8 Q Did you know Roger Van Wie, CEO of Heritage
9 Communities?
10 A No.
11 Q Had you ever met him before?
12 A No.
13 Q Have you ever met him to today, that you - - -
14 A Yes. He was at a meeting, I believe, after this
15 letter.
16 Q What kind of meeting was that?
17 A Heritage, Pelican, and BetterBilt sat down to
18 discuss this problem.
19 Q And were you sent a copy of Exhibit 8?
20 A Yes.
21 Q And what was the purpose of this letter, to your
22 knowledge?
23 A I have no idea.
24 Q The fourth paragraph down says, finally, we also
25 proposed that upon completion of the above items, a

1 meeting would be scheduled at one of the
2 undisturbed units. Did I read that correctly?
3 A Right.
4 Q Then, with everyone present, disassembly and
5 inspection of the installed unit would take place.
6 The purpose of which being to try and establish a
7 better understanding of the probable cause and a
8 permanent solution. Do you see that?
9 A Yes.
10 Q Was such a meeting held?
11 A Not to my knowledge.
12 Q You indicated that, after this letter, there was a
13 meeting?
14 A (Indicating yes)
15 Q Is that a yes?
16 A Yes, sir.
17 Q Where did this meeting take place? Do you recall?
18 A In Myrtle Beach, at - - - at either the Heritage
19 office or some lawyer's office.
20 Q You don't recall whether it was Heritage's or a
21 lawyer's office?
22 A No, sir.
23 Q And what was the purpose of that meeting?
24 A I believe they were going to - - - The purpose was
25 that Heritage would present the costs of repairing

1 the windows to Pelican and BetterBilt and that - -
2 - to get some response.
3 Q And did you attend that meeting?
4 A Yes, sir.
5 Q Who else attended it, to your recollection?
6 A There was a couple of people from Pelican and
7 Heritage and myself.
8 Q Do you remember who it was from Heritage that
9 attended?
10 A No, sir. I - - - I believe Mr. Roger Van Wie, or
11 Wie, I believe that was the first time I met him.
12 Q And was anything resolved at that meeting?
13 A Yes.
14 Q What do you recall about the meeting?
15 A I recall at that meeting that we, again, stated - -
16 - I stated on behalf of BetterBilt, we were not
17 responsible for the problem.
18 Q And did Pelican agree with that?
19 A I don't know what Pelican agreed to.
20 Q Do you recall any response from Mr. Van Wie or
21 anyone that was there for Heritage?
22 A No, sir.
23 Q Is that all you recall about the meeting?
24 A Yes.
25 Q Was there any follow-up meeting to that?

1 A No.
2 Q Is that the last dealings you had with this
3 particular project?
4 A Yes, sir.
5 Whereupon - Document was marked as Deposition
6 Exhibit Number 9.
7 Q All right. Let me show you a document that I've
8 had the reporter mark as Exhibit Number 9. Have
9 you ever seen this document before?
10 A I don't recall.
11 Q You don't recall seeing this document?
12 A No.
13 Mr. Freeman - Can we go off the record for a
14 second?
15 Whereupon - A brief discussion was held off
16 the record which was not reported.
17 Q Mr. Graham, let me hand to you a full exhibit
18 marked as Exhibit 9.
19 A Right.
20 Q We've withdrawn the other Exhibit 9, and ask you if
21 you have seen that document.
22 A Yes.
23 Q And what is that document?
24 A This was sent to me by Heritage, detailing what
25 they had done or what they had - - - a punch list

1 of their jobs where presumably our windows were
2 used. It was given to me by Heritage Community,
3 and it's a list of window repairs, as I noted on
4 that.
5 Q And who made those repairs, to your knowledge?
6 A I have no idea.
7 Q BetterBilt did not make those repairs?
8 A No, sir.
9 Q What did you do with Exhibit Number 9?
10 A I sent it to BetterBilt's head office.
11 Q And what did they do with it, if you know?
12 A I don't know.
13 Q Was that your last dealings, so to speak, with this
14 project?
15 A I believe so.
16 Q Since Exhibit Number 9, have you had any other
17 contact with - - - Outside of this litigation, have
18 you had any contact with anyone at Heritage about
19 these issues with the windows?
20 A No, sir.
21 Q When was the next time that you heard there was a
22 problem, as far as the windows? Was it someone
23 telling you there was litigation? I don't want to
24 know what the lawyers told you, but when was the
25 next time you were contacted about the problems out

1 at the Heritage projects?
2 A About a month ago, Mike called me.
3 Q Okay. So the next time you were contacted was in
4 reference to this litigation?
5 A Yes, sir.
6 Q Are you still employed by BetterBilt?
7 A No, sir.
8 Q When did you leave BetterBilt's employment?
9 A Two thousand and - - - I'm not sure. Early 2000.
10 Q In 2000?
11 A Yeah.
12 Q And what was the purpose of your leaving
13 BetterBilt?
14 A Downsizing.
15 Q You were laid off, so to speak?
16 A Yeah, and I have a question on that. How can you
17 downsize somebody that's five three and a quarter?
18 Q That's a good question that I can't answer. Were
19 you employed after that?
20 A Yes, sir.
21 Q And where were you employed?
22 A Lockscreen.
23 Q Lockscreen?
24 A Yes, sir.
25 Q And what kind of business is that?

1 A They're in storm doors, storm windows,
2 Q Was your separation from BetterBilt on an amicable
3 basis?
4 A Yes, sir.
5 Q And how long did you work for Lockscreen?
6 A Until October the 31st, 2005.
7 Q And what was the purpose of your leaving
8 Lockscreen?
9 A Retirement.
10 Mr. Henry - Thank you very much.
11 Mr. Cole - I don't know how long - - - We can
12 go off the record for a second.
13 Whereupon - A brief discussion was held off
14 the record which was not reported.
15 Mr. Henry - We intend to call Mr. Graham as a
16 witness at trial, if we can't convince him to
17 come.
18 Mr. Cole - Well, one of my questions was going
19 to be - - - Let me go ahead and start.
20 E X A M I N A T I O N - (By Mr. Cole)
21 Q One of my questions is going to be, what is your
22 availability in January? Do you have any plans to
23 be out of town?
24 A No.
25 Whereupon - A brief discussion was held off

1 the record which was not reported.
2 Q My name is Andrew Cole. I'm the attorney for
3 Heritage Communities, Heritage Riverwalk, and
4 Buildstar in this case because we're one of the
5 lonely defendants, I guess, right now. I just have
6 some follow-up questions and ask some
7 clarifications from your testimony from earlier.
8 First, other than the people that you read on the
9 exhibits, I guess on the report that you were asked
10 questions about from Magnolia, and Roger Van Wie,
11 are there any other people that you recall that you
12 spoke with, had any dealings with at Heritage or
13 any of the other subsidiary entities?
14 A Nah, no.
15 Q And when you sold the products, were you selling to
16 Heritage, or were you selling to Pelican?
17 A We were selling to Pelican.
18 Q So you did not have any direct business dealings
19 with Heritage, giving them the windows?
20 A No, sir.
21 Q Do you know where the windows were mulled together?
22
23 A They were mulled together at Conway, at Pelican.
24 Q At Pelican itself?
25 A Yeah.

1 Q So when they arrived onsite - - - We've seen the
2 design where you've got the three windows together
3 in a half circle over the center one. That's what
4 it arrived at the site like?
5 A Yes.
6 Q Was there anybody from BetterBilt that was present
7 during any of the installation of any of these
8 windows?
9 A At the actual installation?
10 Q Yes.
11 A No.
12 Q So the testimony that you've been talking about
13 when you were at Magnolia, that was after the
14 window was already installed, is when y'all saw it?
15 A Yes.
16 Q When you observed the windows at Magnolia, was the
17 exterior cladding installed around the windows at
18 that time?
19 A Some of them were.
20 Q From the testimony you had earlier today, when you
21 say that there was no flashing and no caulking
22 there, how do you know that there was no flashing
23 and no caulking?
24 A They were in different phases of different
25 buildings. So when I would observe a window, I'd -

1 - - You asked was I was there on the - - - when
2 they installed it? No, but I could see from the
3 progress of the building. You could see where that
4 - - - there was - - - it had no flashing, no
5 caulking, because of the stage of construction.
6 Q Okay.
7 A Some of the units were completed, and those were
8 the ones that I was called on because they were
9 leaking. Other phases of the job, they were in
10 framing, they were in bricking, they were in
11 different stages, and that's where you could note
12 what was going on.
13 Q On the buildings that you tested, did you ever take
14 any of those windows physically out of where they
15 were installed and then put them back in?
16 A No.
17 Q And did you test any windows before the brick or
18 any other type of cladding was installed?
19 A Did we test?
20 Q Did you use the spray hose on any windows before
21 the brick was installed around the outside of it?
22 A No, there was no need to.
23 Q Okay. And so the tests that you did were on the
24 completed buildings?
25 A Yes.

1 Q And the tests that you did, were people living in
2 each of those units at the time?
3 A Yes.
4 Q So your testimony that there was no caulking or
5 flashing on those windows that you tested, it was
6 based off of what you saw on another building when
7 it was partway through construction?
8 A Yes. And as reported in my report of March 19th,
9 1998, where we went onsite and they pulled back the
10 framing and found there was no caulking or
11 flashing.
12 Q And that was at Magnolia?
13 A Yes, sir.
14 Q The brick described in Magnolia has the weepin
15 mortar, correct?
16 A Yes.
17 Q What does the brick at Riverwalk lo
18 A I believe it was just the conver
19 bricking.
20 Q When was the last time,
21 Riverwalk?
22 A When was the last
23 Q Do you recall how y
24 you wanted to drive, c
25 A It's been five, six years,

1 there, but I know it's off of 501 to the - - - If
2 you're coming down 501, it's on the right-hand side
3 back in there.
4 Q You mean going towards the beach?
5 A Yeah, if I recall.
6 Q I think you testified earlier that you may have
7 been by Riverwalk before September of 1998?
8 A Yes.
9 Q Can you help fill in some details about what
10 exactly you saw, what was the stage of the
11 buildings, or what buildings you might have looked
12 at?
13 A We looked at the - - - the first three or four
14 buildings.
15 Q When you say the first three or four, can you - - -
16 A It was - - - That project was just starting. I
17 think there was three or four buildings under
18 construction, and then others were following.
19 Because we didn't do the whole - - - We only did
20 partial windows in River - - - Riverwalk.
21 Q Do you recall when you drove back to Riverwalk - -
22 - I take it, you're talking about Phase I?
23 A Yeah.
24 Q There are two phases. There's a horseshoe drive -
25 - -

1 A Yeah.
2 Q Where all the buildings are around there. When
3 you're talking about the first three or four
4 buildings, if I go to the horseshoe, do I drive to
5 the right or to the left?
6 A I don't understand.
7 Q I'm just trying to figure out what buildings you're
8 talking about.
9 A Yeah.
10 Q Just to give me an idea of what - - - if you
11 recall, where they are located.
12 A Probably on the left.
13 Q Okay. And were any of those buildings actually
14 completed when you looked at them?
15 A Yes, some were.
16 Q Do you know how many were completed?
17 A I don't recall. Three or four.
18 Q And again, you said you were looking at buildings
19 that did not have an exterior cladding on them,
20 correct?
21 A Right.
22 Q Do you know whether or not there were any
23 complaints by any homeowners, after any of the
24 buildings were completed, of any leaks in any
25 windows?

1 A Oh, yes.
2 Q At Riverwalk?
3 A At Riverwalk, yes.
4 Q Were you ever asked to come out and look at any
5 windows at Riverwalk?
6 A Yes.
7 Q Do you recall when you might have done that?
8 A '98. I can't pin it down.
9 Q Was there a time, a date, that you can give me that
10 you know for certain that you would have not gone
11 out there? I'm just trying to limit the time here.
12 I mean, is it - - -
13 A Well - - -
14 Q Is it the end of '98? Is it in '99?
15 A I'm sorry. I - - - I'm drawing a blank.
16 Q When you went out, did you talk to homeowners?
17 A No.
18 Q Who did you deal with?
19 A Heritage - - - The builder. I should say the
20 builder, not Heritage.
21 Q Who that you're associating with Heritage did you
22 deal with? Do you recall?
23 A No. The superintendent.
24 Q And so this would have been sometime in '98?
25 A (Indicating yes)

1 Q And then - - - Yes or no, please.
2 A Yes.
3 Q Okay, thank you. And other than what you've
4 already testified about going by, it sounded like
5 before one of the meetings that we had here, can
6 you fill in any blanks with any meetings that you
7 had with the supervisor, what you discussed, and if
8 there was any follow up after that?
9 A No. Usually at one of these meetings, we would go
10 out and test, and we would have a supervisor or
11 someone of authority from the builder, because
12 there was no sense of us pouring water on a window
13 and saying, yeah, not our problem. We would have
14 someone there. We would do a test, and then we
15 would discuss solutions. If the water wasn't
16 coming through, we would point out it's not our
17 responsibility, and that good building practices
18 being followed would eliminate that problem.
19 Q In your opinion, if the windows had caulk behind
20 the fin and flashing at the head and the sill,
21 would that alleviate the problems that you were
22 asked about?
23 A Yes, sir.
24 Q The water test, and I might have missed it earlier,
25 you basically held a garden hose, sprayed it at a

1 certain location, and someone was inside. After a
2 short time period of thirty or forty seconds - - -
3 A Yes.
4 Q If it leaked, then you figured that there was a
5 problem?
6 A Yes. We knew there was a problem.
7 Q Who designed that water test, or where did you get
8 that testing methodology from?
9 A Back in the '90s, the '80s or the '90s, that was an
10 accepted procedure. There's a report out by
11 Clemson University that did a number of studies on
12 water tests, and if you took a garden hose, turned
13 it on and sprayed for thirty or forty seconds, you
14 could do a weather condition similar to a
15 hurricane. You could get four to five inches of
16 water in an hour using this procedure, or method,
17 and that's what we used back then.
18 Q Now, did you test how much of a flow was coming out
19 of the garden hose?
20 A No.
21 Q Did you calculate how much volume was coming out of
22 the garden hose?
23 A No.
24 Q Did you make a determination about whether or not
25 the amount of water you were putting on the window

1 was more or less than its designed intent of the
2 window?
3 A It would be more.
4 Q But you're not able to say whether or not, if the -
5 - - If the window was supposed to have a certain
6 wind resistance, about whether or not the amount of
7 water you're putting on it was above or below that
8 resistance for the window?
9 A Not when I was testing it.
10 Q So can you sit here today and tell me whether or
11 not the window would have performed as designed at
12 its maximum wind load rating?
13 Mr. Freeman - Object to the form.
14 A I wasn't testing wind load.
15 Q Okay. So you were just testing to see if water got
16 into the system?
17 A Right.
18 Q The windows that you tested, what was the report
19 from - - - Or let me back up. Did you ever speak
20 to any of the homeowners about what they observed
21 with the windows?
22 A No.
23 Q And so who reported the windows leaking to you?
24 A Pelican.
25 Q Do you know if Pelican ever had a representative

1 that observed the windows leaking?
2 A I don't know.
3 Q Were you aware of the location of the stated or
4 claimed leaks on the windows before you tested
5 them?
6 A Yes.
7 Q And did you just try to test in those same
8 locations to see if you - - -
9 A Yes.
10 Q Could replicate it? Okay. I think you described
11 earlier that the two locations were at the base of
12 the half round on the two ends, and then the base
13 of the window?
14 A Yes. In some cases, yes.
15 Q You were asked, or it was referenced earlier, that
16 the type of mulling of the windows with BetterBilt
17 using screws was different from the type of mulling
18 using the Capitol windows?
19 A Yes.
20 Q And I recall that, in one of your letters or
21 reports you went over, you talked about how they
22 don't use the screws?
23 A Right.
24 Q And then in one of your drawings I think you
25 identified, you've got a location that notes that

1 there's water coming in here on Exhibit 4, where
2 there are leaks at the screws - - -
3 A (Indicating yes)
4 Q Where the windows are mulled together?
5 A Right.
6 Q Okay. And are those screws on the inside or the
7 outside of the window?
8 A Inside.
9 Q How is the water getting into those screws, if it's
10 on the inside of the window?
11 A It would be channeled down around the frame and
12 then go into the mull.
13 Q Okay.
14 A Because your mull is a - - - it's a hollow quarter
15 when you put one - - - stack one window on another.
16 Q So you're saying that water isn't coming into the
17 screws, it's coming in above the window?
18 A I'm saying that the water would come in from the
19 edge of the window and run towards the screw, and
20 then go through the screw hole.
21 Q Have you ever performed a window test using like an
22 AAMA or an ANSI standard?
23 A Onsite?
24 Q Yes.
25 A No.

1 Q From your response, it sounds like you've done that
2 in a laboratory condition?
3 A Correct. Your windows would have to be tested
4 every - - - I think it's every six months. They
5 would come in and pull a window off the line and
6 put it in and test it. To maintain your AAMA
7 certificate, it would have to meet the water loads
8 and designs and wind loads and so forth, but when -
9 - -
10 Q Take me through that. It sounds like you
11 participated in the water tests. Is that correct?
12 A Yes.
13 Q Just would you take me through that, of what would
14 you do through that process of the window test of
15 something they just pulled off the line?
16 A They'd pull a - - - If they were testing a single-
17 hung window, they would come take one off the line.
18 They'd take it to the test lab. They would have a
19 frame of a house built, the side of a house. You
20 would install the window using good building
21 practices, such as caulking and flashing. Depending
22 on the tests that they were doing, sometimes you'd
23 put siding up. Sometimes, you wouldn't. Depending
24 on what they were testing, they would either flood
25 the window with water or wind and do all structural

1 tests on it.
2 Q How did you figure out what strength of the wind or
3 the water you were going to test those with?
4 Mr. Freeman - Object to the form.
5 A That, I'm - - - I'm not an engineer, but the
6 engineers would have little machines and little
7 test things, and they'd do all of that good stuff.
8 Q So you weren't the one that was actually doing the
9 calculations - - -
10 A No.
11 Q Of it?
12 A No, no, no.
13 Q You got to turn on the water and watch?
14 A I was the - - - Hey, they made the big bucks.
15 Q Okay.
16 A But I was privy to watching these tests and seeing
17 how we arrived at getting our AAMA certification.
18 Q Other than that, I guess you don't know what the
19 actual AAMA or the other window testing standards
20 would be? You just observed the tests?
21 A Observed the tests and we - - - Yes, we were aware
22 of what AAMA requirements were.
23 Q It sounds like that was a part of your training - -
24 -
25 A Yes.

1 Q Where you had to work on the assembly line - - -
2 A Yes.
3 Q And that kind of thing? Okay. Do you know whether
4 or not, if you attempt to do an AAMA test after a
5 window has been installed for ten years, whether or
6 not that is still a valid test?
7 A I don't know whether you could do that or not. I
8 guess you could. You'd have to - - - You mean
9 doing an AAMA test onsite?
10 Q (Indicating yes)
11 A I don't know how you'd do the pressure, do the
12 water.
13 Q Have you ever seen any tests like that?
14 A No, never heard of it.
15 Q Have you ever heard of R.V. Buric?
16 A Huh?
17 Q R.V. Buric, the construction consulting company?
18 A No.
19 Q You were asked earlier about installation details
20 for the windows. Well, let me ask you this. You
21 were asked questions to begin with about your
22 recollection about Magnolia, and then you were
23 asked about anything that you knew about Riverwalk.
24 Do you know what types of windows were actually
25 installed at Riverwalk?

1 A Aluminum BetterBilt. I think we were using the
2 Series 540.
3 Q And what is significant about the Series 540, if
4 anything?
5 A It was a - - - The 540 designated a single-hung
6 window that could be mulled together at the half
7 round.
8 Q When you sold the windows to Pelican, did you all
9 have minimum wind or other standards that you
10 provided to them in the Myrtle Beach area?
11 A The DP rating?
12 Q Yes.
13 A It wasn't into effect at that time.
14 Q What do you mean? Could you explain that to me,
15 please?
16 A The DP ratings didn't come into effect in Myrtle
17 Beach until early 2001, 2002.
18 Q So - - -
19 A Everything else was grandfathered.
20 Q Okay. So the windows that BetterBilt sold at
21 Myrtle Beach up until 2000, 2001, there was not a
22 wind rating required for them?
23 A Exactly, no DP ratings.
24 Q That was - - -
25 A DP being design pressure.

1 Q Okay. What's your guidance on that? I mean, was
2 that what the code officials told you, or where did
3 you get - - -
4 A Yeah. The code officials in Horry County decided
5 what design pressure ratings were required to meet
6 coastal applications, first floor, second floor,
7 the fifth street down, and each - - - I think - - -
8 I believe all of these buildings were within Horry
9 County?
10 Q These are. Riverwalk is in Horry County. Well,
11 yeah, all three of these that we're talking about
12 are in Horry County.
13 A Horry County, right. So Horry County decided what
14 they wanted.
15 Q And these buildings are three stories tall?
16 A (Indicating yes)
17 Q And most of them have twelve units in them?
18 A Right.
19 Q Actually, the ones at Riverwalk all have twelve
20 units in them, three stories tall. At that time,
21 I guess if there's no DP rating, then we don't need
22 to make a different distinction between first floor
23 or third floor?
24 A No.
25 Q Do you know whether or not these windows met, that

1 were installed at Riverwalk, a minimum rating of a
2 design pressure even though it wasn't required by
3 Horry County?
4 A I don't know.
5 Q You testified about when you install the windows -
6 - - Well, before I got on that last distraction you
7 testified, and I wrote down in my notes here, that
8 you recalled - - - that you believe you recall the
9 general installation details that would have come
10 with the BetterBilt windows?
11 A (Indicating yes)
12 Q And I'm trying to figure out, when you're
13 referencing, I think you said, better practices - -
14 -
15 A (Indicating yes)
16 Q Including using caulk and flashing - - -
17 A (Indicating yes)
18 Q Is that your summary of what the details would have
19 said, or is that what you recall, if you read
20 through those, that's what it would say or - - -
21 A Yeah. It - - -
22 Q Talk about? Okay.
23 A It would tell you about making sure the window was
24 level, making sure that it was secured by some type
25 of fastener like a nail or a screw, and using good

1 building practices, caulking and flashing.
2 Q When you're saying good building practices, do you
3 recall, did the instructions at that time - - - And
4 I'm talking about the '90s here, I guess the late
5 '90s. Did it say specifically in those
6 installation instructions, put a caulk bead behind
7 the nailing fin, or did it say better practices,
8 meaning you use caulk and flashing?
9 A You know, I'm not sure.
10 Q Do you know, with the details we're talking about,
11 is this a sticker that would have been stuck to all
12 the windows?
13 A Yes.
14 Q Do you recall, would the sticker have included like
15 pictures of examples of flashing or caulking or
16 anything like that with the windows?
17 A I'm not sure whether we included pictures.
18 Q Did BetterBilt provide Pelican with any additional
19 literature on installation instructions? We saw
20 one of the attachments to your report here with the
21 mulling instructions. Did they supply that to
22 Pelican?
23 A Yes.
24 Q Do you know whether or not Pelican actually
25 supplied that to any of the contractors or

1 subcontractors that purchased the windows?
2 A I'm not sure.
3 Q I understand the concept of caulk. I can figure
4 that one out.
5 A (Indicating yes)
6 Q With flashing, when you say flashing, could you
7 describe to me what you're talking about?
8 A Well, if you can picture a window, you've got the
9 frame. On the outside of the window was a nailing
10 fin, and that's what you would nail the window to
11 secure it into the wooden frame. What you would do
12 with this flashing, the product that was being most
13 widely used throughout the country at that time was
14 called Bitchum, and it was like a two-sided tape.
15 It was - - - Oh, you could get it in two-inch,
16 three-inch, four-inch, five-inch, six-inch widths.
17 What you would do is, you would apply it to the
18 nailing fin. It could cover the nailing fin and
19 cover the two-by-four, two-by-six, or two-by-
20 whatever you're securing the window to. Thereby,
21 eliminating any cracks for water penetration.
22 Q I didn't hear you say anything about building wrap.
23 Would building wrap be - - -
24 A No building wrap would go around the surface of the
25 substrate. A lot of people used OSB board, and

1 then they would wrap the paper around the OSB
2 board. That was for mainly air infiltration.
3 Q All right. I'm - - - Let me start with this. When
4 you're saying paper, you're saying the building
5 felt? Is that what you're talking about with
6 paper?
7 A Some used felt. Some used Tyvek. Some used - - -
8 Q Does it matter?
9 A No, it doesn't matter.
10 Q If we're building the wall, we've got the studs?
11 A (Indicating yes)
12 Q On the outside of the studs, we have the exterior
13 sheathing, whether it's plywood or OSB?
14 A Yeah.
15 Q And then you might have a building wrap on top of
16 that?
17 A (Indicating yes)
18 Q And I noted, in some of your notes, that you
19 described that there was building wrap or Tyvek
20 installed - - -
21 A Yes.
22 Q Around some of the windows?
23 A (Indicating yes)
24 Q Okay. So we've got a rough opening, and you've got
25 the building wrap that's turned into the opening?

1 I guess you'd just cut an X into it and turn it
2 into the opening?
3 A Yeah. They'd wrap it around the - - - the two-by-
4 fours.
5 Q Okay. We install the window inside that opening?
6 A (Indicating yes)
7 Q And then we nail it into the location?
8 A Into the two-by-four, yes.
9 Q With the flashing, which I've heard the name, kind
10 of like Kleenex, peel-and-seal - - -
11 A (Indicating yes)
12 Q Is what people talk about, but it sounds like the
13 same thing, like a sticky rubber that you put up?
14 A Right.
15 Q You put that on top of the building fins? So
16 you're basically taping the top of the building fin
17 to the building paper then?
18 A Yes.
19 Q And you do that all the way around the window?
20 A Yes.
21 Q When you say flashing, are you saying anything more
22 than just that peel-and-seal type - - -
23 A Right.
24 Q Of structure?
25 A Right.

1 Q Wait, let me ask the question again. I think
2 you're answering the question the way I thought you
3 were going to answer the question. But let me ask
4 the question again, because I think it was kind of
5 confusing the way I asked it. When you say
6 flashing, you're talking about the peel-and-seal?
7 A Yes, sir.
8 Q When you say flashing, you're not saying like
9 copper flashing or aluminum flashing or something
10 else that you put around the window, correct?
11 A Correct.
12 Q So if peal-and-seal was installed there, that would
13 have been a flashing installation?
14 A Yes.
15 Q And so from what you're saying is, the installation
16 instructions, at that point, if you put caulk
17 behind the nailing fin, and then you put the peel-
18 and-seal on top of the nailing fin, that was
19 compliant with the building installation
20 instructions?
21 A Yes, sir.
22 Q Okay. Have you ever heard of Right Way
23 Construction?
24 A I've heard the name.
25 Q Do you know anything about them?

1 A No.
2 Q In your report, when you're talking about Magnolia,
3 you discussed wood trim around the windows. How is
4 that installed around the windows?
5 A To finish off the window, they would take a fancy
6 molding and put wood trim around it. Because it -
7 - - it was laying on the siding of the - - - of the
8 window, they would also put a piece of wood on the
9 inside to create a box.
10 Q And when you say siding, is that siding that's like
11 Masonite siding - - - or not Masonite. I guess it
12 was - - -
13 A There was - - -
14 Q HardiePanel siding?
15 A Yeah, something like that.
16 Q Okay. So that would have been around panel siding?
17 A Yeah.
18 Q Not around brick?
19 A Right.
20 Q Okay. I was trying to figure out how you had wood
21 trim around the brick - - -
22 A Right.
23 Q And I didn't understand that.
24 A Right.
25 Q So the wood trim was around the siding portion - -

1 -
2 A Yeah.
3 Q And not around the brick?
4 A Right.
5 Q All right. The fronts of these buildings have
6 walkways on them, do you recall?
7 A (Indicating yes)
8 Q So the fronts of all the buildings are all covered,
9 correct?
10 A (No response)
11 Q They've got some sort of either a walkway or the
12 roof above it that covers the front walkways,
13 correct?
14 A Yeah, okay.
15 Q Did you test any of the windows in the walkway?
16 A No.
17 Q And I probably should have said, at either Magnolia
18 or Riverwalk? And I want to mention there's a
19 distinction with that. At Magnolia, did you test
20 any of those in the walkways?
21 A I don't recall testing any.
22 Q And the same question at Riverwalk.
23 A The same question? Yeah, and the same situation.
24 I don't recall testing any of those.
25 Q Do you recall, at Magnolia, the windows that you're

1 testing, are those on the sides of the buildings,
2 or were those on the backs of the buildings?
3 A Sides, front, and back.
4 Q When you say front, that's where the walkways are?
5 A Okay. I'm - - - I'm sorry. I misunderstood the
6 question. Did we test windows where the walkways
7 were?
8 Q (Indicating yes)
9 A No. They - - -
10 Q Maybe the design of - - - Did Riverwalk - - - Or
11 excuse me, at Magnolia, would there - - - I'm not
12 sure I know the design of Magnolia.
13 A Magnolia had a walkway.
14 Mr. Henry - Magnolia Place?
15 Mr. Cole - Magnolia Place, yeah. Do they have
16 a - - - Let's go off the record for a second.
17 Whereupon - A brief discussion was held off
18 the record which was not reported.
19 Q So the general locations that you tested at
20 Magnolia, I'll just do that, where were those?
21 A They were on the fronts, or the sides, or the
22 backs, but not in the walkways.
23 Q The ones that you tested, were those, for lack of a
24 better term, exposed to the elements where they did
25 not have an overhang on top of them - - -

1 A Right.
2 Q To protect them? Okay. Is there any reason to
3 test any of the windows in the walkway?
4 A No.
5 Q And that's because they're protected?
6 A There was no complaint on it.
7 Q Did you test windows at Magnolia in both the brick
8 installation and in the siding installation?
9 A You know, I'm not sure.
10 Q At Riverwalk, I think you said you did at least one
11 test - - -
12 A Yeah.
13 Q Or were called in to do something? Was that at a
14 brick installation, or was that at a - - -
15 A They were doing brick at that time, and then I
16 think they changed.
17 Q Do you know whether or not the mulling instructions
18 were actually followed by Pelican?
19 A Yes.
20 Mr. Henry - Yes, you know, or you - - -
21 A Yes, I know they were followed.
22 Q Okay, thank you. And your current occupation is
23 retired?
24 A Yes, sir.
25 Q Congratulations on that.

1 A Thank you. Once I get my ten percent from here,
2 I'll be real good.
3 Whereupon - A brief discussion was held off
4 the record which was not reported.
5 Q You testified earlier about speaking to somebody at
6 Heritage, a supervisor at Heritage. A couple of
7 questions. One, do you recall any names of any
8 people, and/or can you identify any of these as the
9 ones that you specifically might have spoken to?
10 A In the reports that I made, where I have first and
11 last names, I recall talking to those people.
12 Other than that, I can't recall the - - - the
13 people I talked to.
14 Q Did you just give an oral report to these people,
15 saying this is what you need to do, or did you
16 follow up with a letter or anything else in
17 writing?
18 A Normally, what I would do is to tell them it was an
19 installation problem. Before I could pursue
20 caulking and flashing, I was told that they never
21 had this problem before, and it wasn't their
22 problem and so on. In some cases, they would
23 listen to me, but nine times out of ten, I would go
24 back to Pelican. Because I was not selling the
25 windows to Heritage or Magnolia, I would go back to

1 Pelican and tell them they have an installation
2 problem.
3 Q Are you telling Pelican so they would not sell the
4 windows?
5 A No. I was telling Pelican because it was Pelican's
6 customer.
7 Q Other than participating in these meetings, are you
8 aware of anything that Pelican did as a follow up?
9 A No, sir.
10 Q Does BetterBilt have - - - Or I guess, did
11 BetterBilt have sort of installation seminars or
12 classes for people to attend?
13 A No. We didn't have classes, but a lot of times
14 when there would be a problem, we could go to
15 another building and grab a window and show them
16 and demonstrate. Because most of the builders
17 would want to know the proper way of installing the
18 window. They'd say, you know, we - - - we've been
19 doing it this way for a number of years. Are we
20 doing it right or wrong? Nine times out of ten,
21 they'd say, yeah, you're - - - you know, you're
22 doing it right. If it was wrong, they'd ask us,
23 you know, well, what can we do? So most of the
24 builders would want to get it right.
25 Q You said we. Is that BetterBilt itself would do

1 that, or would someone else on behalf of BetterBilt
2 do that?
3 A No, I would do it on behalf of BetterBilt.
4 Q Did you ever install a window to show the
5 subcontractor that was installing the windows on
6 one of the Heritage projects - - -
7 A No.
8 Q How to do it? Were you ever asked?
9 A No.
10 Q Did you ever offer?
11 A Yes.
12 Q Who did you offer to?
13 A Anyone that would listen.
14 Q Do you know if Pelican ever had any classes or any
15 other instructions for window installation?
16 A I'm not aware of what they did or didn't do.
17 Q And you've referenced Heritage. Do you know who
18 the people you spoke to worked for? What the
19 actual entity was that they - - -
20 A No.
21 Q Worked for?
22 A No.
23 Q So you don't know if it was Heritage, the
24 developer, or another Heritage developer, or the
25 general contractor?

1 A Correct.
2 Q You testified about a gap between the window and
3 the brick, and I think you said something about
4 snugging up and caulking in between the two. Could
5 you describe a little more of what you're talking
6 about there for me?
7 A Yeah. When I - - - When I saw that, that was
8 highly unusual. Usually, when they were putting in
9 brick, you know, they - - - they would put it
10 within an eighth- or a quarter-inch. Usually,
11 about an eighth of an inch away from the window,
12 and then they would caulk so there would be no
13 water infiltration getting behind the brick. In
14 this case here, I noted that there was a good
15 three-quarter-inch gap, no caulking, nothing.
16 Q Do you know if caulk was eventually installed in
17 that location?
18 A I have no idea.
19 Q Do you know whether or not three-quarters of an
20 inch is an acceptable width for an engineered
21 caulking joint?
22 A I'm not an engineer, but to me, that's a pretty big
23 hole for water coming through.
24 Q Do you have any opinions about the brick
25 installation itself?

1 A No.
2 Q Any opinions about the siding installation itself?
3 A No, other than that weird brick they were using
4 with the weeping - - -
5 Q The Magnolia brick - - -
6 A Yeah.
7 Q With the weeping mortar?
8 A Yeah. I'd never seen that before.
9 Q But that was not the type of brick that was
10 installed at Riverwalk?
11 A No.
12 Q So that's completely different?
13 A (Indicating yes)
14 Q Right?
15 A Correct.
16 Q Sitting here today, can you say whether or not the
17 glass separation problems that were addressed in, I
18 guess, some of the half rounds that you talked
19 about before, whether or not that was a problem
20 caused from transportation or installation?
21 A Let me understand your question. On where we
22 repaired half rounds and put new glass in?
23 Q Yes.
24 A We determined that some - - - somehow, from the
25 manufacturing line to the job site installation,

1 there was a problem, a breaking of the seal between
2 the glass and the frame. That was our
3 responsibility, and so we fixed it.
4 Q You don't know where that could have happened?
5 A It could have happened a hundred times in handling.
6
7 Q And that was just replacing the windowpane,
8 correct?
9 A Right.
10 Q And that, you don't take the windows out to replace
11 that?
12 A No, we take the glass out. You break the seal.
13 Q You've been asked about - - - or been referred to
14 some numbers of attempted fixes with the windows?
15 A (Indicating yes)
16 Q Do you have any opinion about whether or not those
17 numbers were accurate figures for repairing the
18 windows at that time?
19 A I have no idea.
20 Q And you don't know where the source of those
21 numbers came from?
22 A Heritage presumably told Pelican, and Pelican told
23 me. All I was doing was repeating what was told to
24 Pelican.
25 Q I know you've already answered this earlier, but as

1 we've been sitting here going through all of this,
2 has your memory been jogged at all about any timing
3 issues or any other specifics with when you went
4 out to look at the windows at Riverwalk? When you
5 went out, who might have been there, what buildings
6 you looked at, that kind of thing?
7 A No.
8 Q Do you have any specific recollection of going to
9 Riverwalk itself, or do you just recall that you
10 went to Riverwalk?
11 A The specifics was standing at Riverwalk in that
12 Earl hurricane, trying to count windows.
13 Q So you were at Riverwalk when you were counting
14 windows?
15 A Yeah.
16 Q Okay.
17 A In four inches of water.
18 Q Okay. This is just more of a curiosity. When you
19 were counting the windows, were you counting the
20 windows that were installed onsite, or were you
21 counting the windows that were being readied to be
22 installed onsite?
23 A Installed onsite.
24 Q And you don't remember - - - Well, I guess we have
25 your notes saying you did not get an accurate

1 count?
2 A No, no.
3 Q Okay. Do you know whether or not there were any
4 claims - - - Well, let me ask you this. With the
5 leak issues at Riverwalk, were those before or
6 after Hurricane Earl?
7 A Before.
8 Q And do you recall if there were any claims, or if
9 you were involved with any claims, after Hurricane
10 Earl of water intrusion?
11 A You know, I - - - I can't recall, because we only -
12 - - We only supplied a limited number of units, and
13 then they switched suppliers.
14 Q And your understanding was, they did not have leak
15 issues when they switched to the Capitol windows?
16 A I couldn't verify that. I didn't - - - They - - -
17 I wasn't privy to any of that information.
18 Mr. Cole - I think that's all the questions
19 that I have. Thank you.
20 Mr. Henry - I have just a few follow-up
21 questions, Mr. Graham.
22 F U R T H E R E X A M I N A T I O N - (By Mr. Henry)
23 Q You indicated to Mr. Cole something to the effect
24 that most builders, in putting in windows, wanted
25 to get it right. Is that what you testified to?

1 A Correct.
2 Q What was your sense about the builders at Heritage?
3 Mr. Cole - Object to the form.
4 A I didn't understand what was going on.
5 Q What do you mean, you didn't understand?
6 A Well, I covered the territory of North and South
7 Carolina and part of Virginia. My sales were in
8 the tune of thirteen million dollars a window - - -
9 or thirteen million a year. Yeah, excuse me. Most
10 of it was - - - All of it was single-family homes
11 or condominiums or apartment buildings. When you
12 go onto a job site and you had a problem, this is
13 the last thing the builder wanted to hear, was that
14 it was improper installation. But, you know, we
15 had a reputation of producing a good window, and we
16 were very proud of that. So we told it like it is,
17 that it was improper installation. Nine times out
18 of ten, they would fix it. They would ask, you
19 know, what do we need to do, and they would open
20 it, open the conversation. Then we would go on and
21 demonstrate it and provide anything they needed to
22 do it properly. In this case - - -
23 Q When you say this case, what are you talking about?
24 A I'm talking about Magnolia or Riverwalk, the
25 Heritage Community. I keep referring to it as

1 Heritage Community because Heritage was the - - -
2 the connecting name to all of these, but it - - -
3 It just didn't seem to - - - It didn't improve. It
4 didn't improve. They threatened that they would
5 change to another window, and we said, have at it.
6 Q If they weren't going to install them right, you
7 were willing for them to change to another window
8 to give it a shot?
9 Mr. Cole - Object to the form.
10 Q Is that correct?
11 Mr. Cole - Object to the form.
12 A Hey, you know, they were allowed to do anything
13 they wanted, but - - - (No further response)
14 Q Did you ever inspect or visit a Heritage project
15 called Magnolia North?
16 A Magnolia North?
17 Q If you go into the project, Magnolia Place that
18 we've been talking about is on the left. Magnolia
19 North is a project that Heritage did down on the
20 right.
21 A I don't recall going in there.
22 Q You've dealt with numbers of contractors and
23 subcontractors for the installation of windows,
24 correct?
25 A Yes.

1 Q Was it any kind of - - - Well, let me ask it this
2 way. In your experience, did a competent
3 subcontractor or contractor that installed windows,
4 did they know that you used caulking and flashing
5 without any kind of reading it out of the book or
6 instructions?
7 Mr. Cole - Object to the form.
8 A I think they were aware of installing a window that
9 way. Getting them to do it was another thing. It
10 was almost like a level. You know, they all knew
11 what a level was, but whether they used it or not
12 was another thing.
13 Q Right. You referred to something that I meant to
14 ask you about in Exhibit 2. If you'll look at
15 that, down under report, under where it says I
16 found no flashing around the window, then you say,
17 the protective wrap (Tyvek-type paper) was cut back
18 six inches to twelve inches. What are you
19 referring to there?
20 A Oh, yeah. That's when we were inspecting the
21 window. They had taken the wood trim off, and they
22 moved the - - - the siding, or peeled back the
23 siding. They had taken the Tyvek paper wrap - - -
24 Q Right.
25 A And you could peel it back. I noticed on the back

1 of that a stain, a water stain from - - - I mean, a
2 black water stain where water had gotten behind - -
3 -
4 Q The Tyvek?
5 A The Tyvek.
6 Q Okay. And could you determine why it was getting
7 behind the Tyvek?
8 A No.
9 Q What do you mean it was - - - When you say it was
10 cut back, you mean they pulled it back for you to
11 see behind it?
12 A I think what that - - - Somebody had reached up and
13 grabbed it and ripped it, cut it. It was uneven.
14 Mr. Cole - Can I just ask one follow up right
15 here?
16 Mr. Henry - Sure.
17 Mr. Cole - It was installed originally, and
18 then in looking at it - - -
19 A Yeah.
20 Mr. Cole - Is when it was pulled back?
21 A Yeah, yeah.
22 Mr. Cole - All right. Thank you.
23 F U R T H E R E X A M I N A T I O N - (By Mr. Henry)
24 Q You indicated that there was no requirement by
25 Horry County of a DP rating until around 2000?

1 A Yeah.
2 Q Where did you get that information from?
3 A Where?
4 Q Yes. Did you talk with anybody at the county?
5 A Oh, yeah. It was a big issue. It was an insurance
6 - - - The North Carolina/South Carolina insurance
7 industry demanded DP ratings.
8 Q Right.
9 A And everybody was made aware of when this was going
10 to take effect, and we had to produce a brand new
11 window to meet the DP rating.
12 Q In 2000?
13 A Whenever they came into effect. Don't quote me on
14 the exact date, but that was - - -
15 Q All right. Did you ever talk with anyone at the
16 code official's office in Horry County?
17 A Yes, sir.
18 Q Do you remember who you talked with?
19 A No, but I attended two or three meetings.
20 Q With the code officials?
21 A Code officials and builders on the introduction of
22 DP ratings.
23 Mr. Henry - Okay. I think that's all I have.
24 Mr. Cole - Let me ask you a quick follow-up.
25 F U R T H E R E X A M I N A T I O N - (By Mr. Cole)

1 Q Do you believe that BetterBilt would have been able
2 to sell any windows if you had the DP rating in
3 effect from the code officials? Would that have
4 restricted what windows you could have sold in
5 Horry County?
6 A (No response)
7 Q Let me try to ask the question so it makes sense.
8 With the DP rating not coming into effect until
9 2000 or 2001 - - -
10 A (Indicating yes)
11 Q Correct?
12 A (Indicating yes)
13 Q Okay. If a window was required to have a certain
14 DP rating and didn't have that after the 2000/2001
15 time period, would you have been able to sell that
16 window in Horry County?
17 A Like all other manufacturers, no.
18 Q And so the windows that you sold in Horry County,
19 for installation in Horry County in that time
20 period, were compliant with your understanding and
21 with BetterBilt's understanding of what the code
22 requirement was for the windows?
23 A Exactly, along with all other manufacturers.
24 Mr. Cole - Thank you.
25 Mr. Henry - One other question.

1 F U R T H E R E X A M I N A T I O N - (By Mr. Henry)
2 Q Mr. Cole asked you concerning the flashing and
3 caulking of windows under cover, in other words
4 under the walkways. Your testimony is not that
5 that isn't required, is it? That flashing and
6 caulking is not required on windows under the
7 walkways?
8 A No, I - - - My testimony is not - - - My testimony
9 is, all windows, whether it's under a walkway or an
10 overhang, should always be caulked and flashed.
11 Mr. Henry - Thank you very much. Do you have
12 anything?
13 Mr. Freeman - Yes.
14 E X A M I N A T I O N - (By Mr. Freeman)
15 Q Jim, you've been talking about your employment
16 history a little bit, and we've kind of been
17 generically referring to BetterBilt. When did you
18 first start working with BetterBilt?
19 A The early '90s, ninety - - - I - - - I've got a
20 senior moment.
21 Q That's okay.
22 A The early '90s.
23 Q At some point, did the company that you worked for
24 change?
25 A Yeah. We were purchased by Caradon.

1 Q And do you know when that purchase occurred?
2 A No. '95, '96, something like that.
3 Q And then after Caradon, did your employer at some
4 point again change?
5 A Yes.
6 Q Okay. And who was that?
7 A Metal Industry purchased Caradon.
8 Q Is that otherwise sometimes known as MI?
9 A Yeah.
10 Q Do you know when that occurred?
11 A 2000. I - - - Again, I've got a - - -
12 Q If I told you 1999, would that sound approximate to
13 you?
14 A Yeah. Good answer.
15 Q After the purchase by MI, did your employer change
16 again at all after that?
17 A Not while I was there.
18 Q Okay. That was the last employer you had dealing
19 with the BetterBilt window product?
20 A Yes, sir.
21 Q And you said you were a sales rep for those various
22 companies while you were employed from the early
23 '90s - - -
24 A Yes.
25 Q To the end of your employment? What was your

1 region?
2 A North and South Carolina and the southern portion
3 of Virginia, including Tidewater and Norfolk and
4 Chesapeake, the coastal areas.
5 Q You talked a little bit about your sales volume in
6 Myrtle Beach. Well, I think you just talked about
7 your sales volume in general. What was your sales
8 volume like in Myrtle Beach?
9 A It was extremely high. They were my largest
10 account.
11 Q So of your regional area, Myrtle Beach was your
12 largest revenue generator?
13 A The Pelican chain, at that time, was six to eight
14 stores, and they were all coastal stores at that
15 time. Yes, they were my - - - I'm sorry, second
16 largest. My largest was here in Charlotte, and
17 they were the second largest.
18 Q And specifically with respect to the Myrtle Beach
19 area during this time in the mid to late '90s, were
20 you selling a lot of these BetterBilt windows?
21 A Yeah. I always liked to brag that we had ninety
22 percent of the market. I think that the - - - the
23 cold, hard facts were, we had over half of the
24 market, and then the other manufacturers would
25 fight over that.

1 Q Were you ever contacted on any other condominium,
2 large-scale, or commercial projects with window
3 problems similar to what we've been talking about
4 today in the Myrtle Beach area?
5 A No.
6 Q Were the problems, the scope, and the size of the
7 project and all of that, was that unique to the
8 Heritage buildings?
9 A Yes.
10 Q You said, if I'm correct, that Pelican is the first
11 one that contacted you regarding a problem with the
12 Heritage projects in general?
13 A Yes.
14 Q And then you went out, and it looks like from your
15 reports, what we marked as Exhibit 2, on Page 3 of
16 Exhibit 2, you talk about an inspection that
17 occurred in January of 1998?
18 A (Indicating yes)
19 Q Further down, you reference Don Voss conducting
20 inspections at Magnolia in '96 or '97?
21 A Yeah.
22 Q Based on those years, when do you think you were
23 first contacted by Pelican about a problem at
24 Heritage Communities?
25 A I would say it would be early - - - either late

1 ninety - - - late '97, but I'm going to say early
2 '98 because of the seriousness of the way we took
3 the complaint. I mean, we jumped all over it.
4 Q All right. So obviously, it would be sometime
5 prior to your inspection of March 19th, 1998?
6 A Yeah.
7 Q So sometime in the January, February, or early
8 March time frame?
9 A Right.
10 Q When you were contacted by Pelican, do you remember
11 if they said that they had a problem at Magnolia,
12 or did they say they were having a problem with
13 Heritage projects in general?
14 A You know, I - - - I don't recall whether it was a
15 specific location that they mentioned. They had
16 three or four projects going on at the same time.
17 They were supplying our windows to three or four
18 locations, so I'm not sure.
19 Q Okay. That was going to be my next question.
20 There was at least two or more of these projects
21 being constructed at the same time, correct?
22 A Right.
23 Q Obviously, you have a report here from your
24 inspection of Magnolia Plantation and Magnolia
25 Place. You've talked about being out at Riverwalk

1 during Hurricane Earl. Were you out at Riverwalk
2 at any point in time prior to Hurricane Earl?
3 A Yes.
4 Q And it was during that visit that you did this hose
5 spray test?
6 A Yes.
7 Q Do you remember if you were out there more than
8 once doing testing prior to going out to - - -
9 A You know, I think I was, once.
10 Q Do you remember about when Hurricane Earl struck
11 South Carolina? What year?
12 A No.
13 Q No, okay. The period of time that you were at
14 Riverwalk, was it sometime around, you know, within
15 a few months of the time that you were at Magnolia
16 doing - - -
17 A Yes.
18 Q Your inspection? And when you would sit down and
19 have these discussions with Heritage and with
20 Pelican, were these discussions about projects,
21 specific projects, or were these discussions about
22 all of the projects together?
23 A Specific projects.
24 Q Did you, at any point, have discussions with
25 Heritage or with Pelican about trying to resolve

1 the problems at all of the projects together? I
2 guess, what are you guys going to do to help us on
3 all of the projects?
4 A No, I don't think we had any meetings like that.
5 It was usually a specific problem, and we would
6 address that problem.
7 Q At some point, do you know how Pelican resolved its
8 problems with Heritage?
9 A I have no idea.
10 Q Do you know if Pelican ever paid any money to
11 Heritage?
12 A I can't say that I know that for a fact.
13 Q Did Heritage ever demand any type of monetary
14 compensation from BetterBilt?
15 A Yes.
16 Q And what was the response by BetterBilt, or Caradon
17 at that time?
18 A At that meeting, we told them that we stood by all
19 of our reports, that it was not a window problem,
20 it was an installation problem.
21 Q In that meeting, specifically when the monetary
22 demand was made upon you, do you remember what year
23 that meeting occurred?
24 A Yeah. It's - - - It's where they came up with that
25 - - -

1 Q I don't know if this is - - -
2 A That one right there, yeah.
3 Q Okay. So it's - - -
4 A That's the one they - - -
5 Q It's Exhibit 6.
6 A That one right there.
7 Mr. Henry - Yes, Exhibit 6.
8 Q Your copy is here somewhere.
9 A There we go, Exhibit 6. Yeah.
10 Q Now, Exhibit 6, that's a letter on Buildstar - - -
11 For the record, it's a letter on Buildstar
12 letterhead, and it's addressed to Pelican Building
13 Center. Is that correct?
14 A Right.
15 Q But you said you think you got a copy of this?
16 A Yeah. I got a copy because of my writings up here
17 in the top corner of telephone numbers.
18 Q Okay. Now, this letter isn't, in and of itself,
19 dated, but there is a fax transmission stamp at the
20 top of the letter. There's a date on there of
21 September 3rd, 1998?
22 A Right.
23 Q Is that consistent with your recollection of when
24 you might have seen this document?
25 A Yes.

1 Q During these conversations that you had with
2 Heritage, did anybody ever raise the issue with
3 you, or ask you any questions, about whether or not
4 the problems that they were complaining of were
5 covered by any type of warranty?
6 A (No response)
7 Q Was a warranty ever discussed with you?
8 A No. No. It was, what are you going to do to solve
9 the problem? And we kept telling them, it's not a
10 - - - a window problem. It's an installation
11 problem.
12 Q Okay. Do you know if, by the date of this fax,
13 this letter from Buildstar to Pelican, do you know
14 if you had been onsite at Riverwalk before you
15 received this?
16 A Yes, I had been there.
17 Q With respect to the condition - - - And I think
18 you've touched on this a little bit, but with
19 respect to the condition of the installation of the
20 windows, did you see any remarkable differences
21 between the projects Magnolia, Heritage, and The
22 Gardens? Did you see any evidence of them changing
23 their installation methods at all?
24 Mr. Cole - Object to the form.
25 A No.

1 Q And in the instances where you indicated that there
2 was seal failure in some of the windows, what did
3 BetterBilt or Caradon or MI do to remedy that
4 situation?
5 A We sent in a crew and took out the old glass,
6 resealed the window, and put new glass in.
7 Q Were there any instances at specifically Riverwalk,
8 but really any of the Heritage projects, where you
9 identified some type of seal failure or some type
10 of failure within the body of the window itself
11 that - - -
12 A Yeah. Three or four locations, we did.
13 Q Were there any locations that you didn't - - - that
14 BetterBilt did not make repairs to those windows?
15 A No. Anytime we found a failure, we fixed it.
16 Q Do you know what an R rating is on a window?
17 A (Indicating yes)
18 Q Can you explain that to us?
19 A That was an old rating that they came up with, and
20 it consisted of water, air - - - It was three or
21 four things that your window had to meet. I
22 believe it was - - - The standard was an R-40 or an
23 R-45.
24 Q And who was - - -
25 A AAMA set this, our factor, up.

1 Q Okay. Did BetterBilt have any responsibility for -
2 - - And again, when I say BetterBilt, I mean
3 BetterBilt, Caradon, MI, did they have any
4 responsibility for determining whether their
5 windows were appropriate for installation at any of
6 these projects?
7 A Yes.
8 Q When the builder bought these windows, did they
9 have a responsibility to determine whether or not
10 those windows would be appropriate for their
11 application?
12 A It would be the responsibility of the builder to
13 make sure that the windows that he purchased met
14 those, but I can tell you, in the case of
15 BetterBilt, we didn't sell a window in a market
16 that didn't meet - - - I mean, that's just good
17 business practice. Why would you sell something
18 that didn't meet the code?
19 Q You've been asked about installation instructions a
20 little bit, and obviously, we don't have the
21 installation instructions that came with the
22 windows that were installed at Riverwalk here
23 today. Do we?
24 A Not that - - - No, I didn't see them.
25 Q And do you know when the last time would have been

1 that you would have looked at those installation
2 instructions?
3 A (No response)
4 Q Approximately how long it's been?
5 A The last time I was at BetterBilt, which was ninety
6 - - - '99.
7 Q So sitting here today, you can't recall
8 specifically what was or was not stated in those
9 instructions?
10 A I can't word-for-word, no. No. Every window had
11 one, because we had the logo on one side and the
12 instructions on the other.
13 Q At some point, Heritage decided to change to the
14 Capitol window product. Is that correct?
15 A (Indicating yes)
16 Q And do you know, did they ever give you a reason
17 why they were changing from the BetterBilt window
18 to the Capitol window?
19 A The superintendents on the job would tell me that
20 the reason they changed is that we had a poor
21 window that we didn't back up, and they were
22 changing to a manufacturer that was going to stand
23 behind the windows.
24 Q So at some point, they changed because they had a
25 concern or a complaint about the manufacturer of

1 the window?
2 A Yeah.
3 Q And your willingness to honor - - -
4 A Right.
5 Q The requirements under the - - -
6 A Right.
7 Q BetterBilt window? Do you know when that change
8 was made?
9 A You know, I - - - I don't know. I know at - - - We
10 completed Magnolia, and I believe the change was
11 made at Riverwalk. I believe, but I'm not sure.
12 Q Okay. You talked a little bit about the window
13 testing, both the onsite window testing and the
14 factory window testing. You don't have an
15 engineering background?
16 A No, sir.
17 Q And you don't hold yourself out to be an expert in
18 - - -
19 A No, sir.
20 Q In window testing?
21 A Right.
22 Q The tests that you did onsite at the projects, were
23 those conducted so that you could compile some type
24 of scientific report?
25 A The reason we - - - we conducted those water tests

1 and the way we did it was because of - - - We were
2 selling windows all across the United States. When
3 a complaint came up that the window was leaking, we
4 - - - This was a standard procedure in the
5 industry, to go test the window, pour water on it
6 and see if it leaks between the glass and the
7 frame. If it doesn't leak between the glass and
8 the frame, where is it leaking? And from there,
9 you determine the reasons why it was leaking.
10 Q If the window is leaking between the glass and the
11 frame, do you acknowledge then that - - -
12 A Certainly. That's a manufacturing defect, and it's
13 - - - we fixed it.
14 Q You talked a little bit about the mull of these
15 windows with the half round?
16 A (Indicating yes)
17 Q And you said that all of that happened in Conway.
18 Whose responsibility was it for mulling those
19 windows? Specifically in Conway, who would have
20 done that?
21 A The millwork division in Conway.
22 Q Is that Pelican?
23 A Yeah, Pelican. They would buy the windows in
24 single, double, or triple units. If they ordered
25 single, double, or triple units, that's what we

1 supplied. The half rounds were always - - - had to
2 be mulled either on the site or at the millwork
3 because of transportation. You couldn't ship them.
4 They would just flip-flop all over.
5 Mr. Freeman - Do you want to take a five
6 minute break real quick?
7 Whereupon - A brief recess was taken.
8 Q Mr. Graham, at some point, Heritage came to you,
9 came to BetterBilt, Caradon Novar Honeywell, or MI,
10 whoever it was at the time that was the owner of
11 these windows. As the manufacturer of the windows,
12 they came looking to you all for satisfaction. Is
13 that correct?
14 A Correct.
15 Q And at some point along the line of the
16 conversations, BetterBilt denied Heritage that
17 satisfaction?
18 A Correct.
19 Q And that was sometime in 1998. Is that correct?
20 A Correct.
21 Mr. Freeman - Okay. That's all I've got.
22 Thank you.
23 Mr. Kaplan - I don't have any questions.
24 F U R T H E R E X A M I N A T I O N - (By Mr. Cole)
25 Q You were asked earlier about the meetings, that

1 there were always meetings to discuss specific
2 projects, correct?
3 A (Indicating yes)
4 Q And we know that you recall the Magnolia, or
5 Magnolia Place, because we've got the notes from
6 that.
7 A Right.
8 Q Do you recall ever having a specific meeting to
9 discuss Riverwalk?
10 A Yes. We had to go out there on the site because,
11 again, a complaint had come through Pelican that
12 there was a - - - a window leaking problem. Now,
13 that's the way they referred to it. I recall going
14 down there and doing a test, and I don't recall the
15 gentleman that was the superintendent there.
16 Q So you had testified also earlier that you remember
17 doing one water test. That corresponds with the
18 same thing?
19 A Yeah.
20 Q The meeting and the water test?
21 A Right.
22 Q And do you recall whether or not the window leaked
23 - - -
24 A No, it didn't leak.
25 Q During the test?

1 A It didn't leak.
2 Q So you weren't able to recreate the complaint?
3 A No.
4 Q When you were selling the items - - - or selling, I
5 guess, during the time of the late '90s - - -
6 A (Indicating yes)
7 Q Where were you living at that time?
8 A In Charlotte, North Carolina.
9 Q So when you were saying you went down, you would
10 drive over - - -
11 A Yeah.
12 Q From Charlotte?
13 A Right.
14 Mr. Cole - All right. Thank you.
15 Whereupon - Deposition was concluded at
16 1:37 p.m.

Signing of Transcript Kelly Reiter

Court Reporter/Notary Public

of Deposition By

Witness Waived

(Recorded deposition tapes retained for fifteen days from date of certification or until transcript has been signed in cases when signature is not waived)

Deposition of James Graham

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE FIFTEENTH JUDICIAL CIRCUIT
COUNTY OF HORRY	)	CASE NO. 03-CP-26-7169

Riverwalk At Arrowhead Country Club Property Owners' Association, Inc.,	)	
Plaintiff,	)	
vs.	)	VERDICT FORM
Heritage Communities, Inc., Heritage Riverwalk, Inc., and BuildStar Corporation,	)	
Defendants.	)	

FILED
2009 JAN 22 AM 7:51
CLERK OF COURT

As to the Negligence cause of action, were the Defendants negligent in the construction of the Riverwalk Condominiums: X Yes ___ No

As to the Breach of Fiduciary Duty cause of action, we the Jury find:

The Defendants breached the duty X Yes ___ No

As to the Breach of the Warranty of Habitability, we the Jury find:

The Defendants breached the warranty ___ Yes X No

(1) We the Jury find for the Plaintiff the sum of four million, two hundred fifty thousand dollars actual damages. 4.25 Million

(1) Does the Jury find by clear and convincing evidence that the Defendants' actions were willful, wanton, reckless, and/or grossly negligent? X Yes __ No

If the answer is "No", proceed no further. If the answer is "Yes" then go to the next paragraph.

We, the jury, award punitive damages in the amount of $ two hundred fifty thousand $250,000

Foreperson

January 15, 2009

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE FIFTEENTH JUDICIAL CIRCUIT
COUNTY OF HORRY	)	CASE NO. 05-CP-26-3289

Tony L. Pope and Lynn S. Pope, Individually and Representing As A Class All Unit Owners of Riverwalk At Arrowhead Country Club Horizontal Property Regime,	)	
Plaintiffs,	)	
vs.	)	VERDICT FORM
Heritage Communities, Inc., Heritage Riverwalk, Inc., and BuildStar Corporation,	)	
Defendants	)	

FILED
2009 JAN 22 AM 7:50
CLERK OF COURT

As to the Negligence cause of action, were the Defendants negligent in the construction of the Riverwalk Condominiums: X Yes _____ No

As to the Breach of the Warranty of Habitability cause of action for loss of use, we the Jury find:

The Defendants breached the warranty (Yes) ~~X No~~ [illegible]

(1) We the Jury find for the Plaintiff the sum of ~~[illegible]~~ dollars actual damages.

two hundred fifty thousand 00/100

$250,000.00 [illegible]

(2) Does the Jury find by clear and convincing evidence that the Defendants' actions were willful, wanton, reckless, and/or grossly negligent?

__X__ Yes _____ No

If the answer is "No", proceed no further. If the answer is "Yes" then go to the next paragraph.

We the jury, award punitive damages in the amount of $ seven hundred fifty thousand 00/00

$750,000.00

Foreperson

January 15, 2009

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF HORRY	)	FIFTEENTH JUDICIAL CIRCUIT
MAGNOLIA NORTH PROPERTY OWNERS' ASSOCIATION, INC.,	)	CASE NO. 2003-CP-26-3203
Plaintiff,	)	
v.	)	
HERITAGE COMMUNITIES, INC., HERITAGE MAGNOLIA NORTH, INC., BUILDSTAR CORPORATION,	)	**VERDICT FORM**
Defendants,	)	

FILED
HORRY COUNTY
2009 MAY 20 PM 5:45
MELANIE HUGGINS
CLERK OF COURT

We, the Jury, by unanimous consent, find:

1. **As to the Negligence cause of action:**

The Defendants were negligent in the construction of the Magnolia North Condominiums X Yes ___ No

2. **As to the Breach of the Warranty of Workmanlike Service cause of action:**

The Defendants breached the warranty: X Yes ___ No

3. **As to the Breach of Fiduciary Duty cause of action:**

The Defendants breached its fiduciary duty: ✓ Yes ___ No

4. We, the Jury, find for the Plaintiff actual damages in the amount of

six million, five-hundred thousand dollars.

5. Does the Jury find by clear and convincing evidence that the Defendants' actions were willful, wanton, reckless, and/or grossly negligent? ✓ Yes___No

If the answer is "No", proceed no further. If the answer is "Yes" then go to the next paragraph.

We, the jury, award punitive damages in the amount of

two million dollars.

John Emory
Foreperson

May 20, 2009

Conway, South Carolina

MAGNOLIA NORTH PROPERTY OWNERS ASSOCIATION

BOARD OF DIRECTORS MEETING

DECEMBER 15, 2000

MINUTES

On December 15, 2000, at 5:00 p.m., Dr. Jack L. Green, as the sole remaining officer for Heritage Communities, called a special meeting to appoint new Board members for all of the properties developed by Heritage Communities which still remain under developer authority and control as of December 15, 2000.

Dr. Green appointed himself to serve as President of the Board of Directors for Magnolia North, Azalea Lakes, Riverwalk, Avian Forest, and the Gardens at Cypress Bay Property Owners Associations. Jimmy Watson, an employee of Heritage Communities was appointed to serve as Vice President for the associations named above. Jason Green was appointed to serve as Secretary/Treasurer for the associations named above as well.

With no further business to discuss, the meeting was adjourned.

As attested by,

Jack L. Green
President of the Association

PLAINTIFF'S EXHIBIT 4

PENGAD-Bayonne, N. J.

WELCOME TO OUR COMMUNITY...

WARRANTY MANUAL

Heritage Communities, Inc.
Limited Warranty Manual

Information Regarding The Final Repairs and Warranty Policies For Your New Home

All guidelines and policies outlined in this manual have been based on the Residential Construction Performance Guidelines, 1996 edition, written and edited by the National Association of Home Builders, and from a Declaration of Principles adopted by a Committee of the American Bar Association.

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I – A OUR BUILDING PHILOSOPHY

There's an old saying in the construction business which says, "Price, quality, speed, you can pick any two of the three." The point is you can't always have everything in a given situation go perfectly. There's almost always a sacrifice: with this in mind, Heritage Communities, Inc. (HCI) still tries to provide these three elements in each of its real estate transactions. We think it's possible to provide all three and still offer a value priced home with quality construction.

PRICE

We have researched the local real estate market and our competitors and firmly believe there isn't a better real estate value anywhere that can match what you get from Heritage Communities, Inc. We have developments throughout the Carolinas and in every one of them our homeowners have seen their homes appreciate in value in short periods of time.

QUALITY

We encourage potential homebuyers to compare us to other developments because we know our exterior detailing, landscaping and amenities have no rival in our price range. We also know our attention to details like ceramic tile, crown moldings, chair railing and brass faucets and hardware add beauty and value to your home if you ever want to resell it.

However, there is one thing we need to share with you right from the beginning and that is we simply cannot deliver a perfect home to you. It's quite impossible. We can work at fine-tuning and tweaking things to get them right, but we will never get everything perfect, and you probably won't either. If you've ever owned a home before, you know a home always requires work.

SPEED

We think we make remarkable progress getting our homes started and completed. However as many of you are aware, often there are situations that are simply beyond our control that slow us down thus prolonging your wait to get into your new home. For example, a shortage of sheet rock slowed us down several weeks at one of our communities recently.

So even though circumstances may indicate otherwise, we do try to provide Price, Quality & Speed in all of our home buying transactions.

I- B OVERVIEW OF WARRANTY & GUARANTEE

The construction of a new home is a very complicated and comprehensive process. Did you know your new home contains more than 25,000 individual parts and pieces? That means there are a lot of materials, fixtures, people, manufacturers, sub-contractors and factors that must be coordinated.

Earlier in the manual, the different levels of responsibility for the care and maintenance of your villa were mentioned. At this point we would like to give you some additional explanation of these responsibilities.

PHASE 1 – 1-60 Days

Pre-Closing Walk-Through

Just before you closed your new home our Quality Assurance Manager met you at your unit and walked through the rooms with you for the purpose of identifying things within the unit that required attention.

This walk-through inspection is very important because it is the definitive list of things that must be done to put the finishing touches on your villa. This list is called a "punch list."

- Our Quality Assurance representative will be very thorough in this inspection, if you expect to have things repaired at our expense they must appear on this list.

  We have this policy because there are many things that happen to a home after people begin living in it that Heritage Communities, Inc. is not responsible for. The original punch list serves as the primary benchmark for basing decisions regarding who is responsible for what.

- When the inspection is completed you will receive a copy of the punch list. We will also provide a copy to our Quality Control Department.

- Your punch list will include 2 different types of repair work.

  First there are the minor touch up, or "cosmetic", items our Quality Control team will complete for you. There are also items that must be performed by 3rd party vendors or sub-contractors. These items are called "trade punch."

  Here, we must ask your patience. We can control the scheduling of our teams, but we must rely on the sub-contractors to set their own schedules. We monitor the responses of our sub-contractors on a daily basis, but it can take several weeks to get some sub-contractors back to do trade-related punch list work.

Response Time

During this initial 60-day phase we will respond to your needs at the appropriate level:

High Priority – Emergencies

If you or your possessions are in danger, we will do our best to respond immediately, at any time of the day or night. At most of our communities, we have a 24-hour emergency alert system in effect for your convenience and safety.

Medium Priority – Functional Problems

If there is something in your villa that isn't functioning properly or is causing discomfort for you, we will do our best to respond within 72 hours.

Low Priority – Cosmetic Problems

Touch-up painting, cleaning, scrapes, dents, etc. are considered cosmetic items. You will be given a blank punch list form at your closing so you can list these cosmetic items. At the end of the initial 60-day warranty period we will send a quality control team in to complete the list for you.

At the end of this 60-day period you will assume responsibility for the care, cleaning and maintenance of your new home. After the 60 day period and after these cosmetic repairs have been completed, you will be responsible for any cosmetic item repair.

PHASE 2 – 1 Year From Closing

Limited Warranty

Your new home is covered by the Heritage Communities, Inc. Limited Warranty for 1 year from the closing date. In the event you have difficulty with things within your unit, there are several different ways these problems will be handled.

For your appliance repair you will need to telephone the appliance vendor. There is a sheet in this manual that provides all of the necessary telephone numbers. You were given the warranty certificates at closing. If you do not have them, please contact our Quality Assurance Department. Please keep them so you will have the correct model numbers and other pertinent information.

If you have problems with workmanship or building materials you should contact our Homeowner Assistance Manager at 843-449-6200, ext. 251. You may also fax your requests, 843-497-0861. In Charlotte, please call 704-505-7010 (fax 704-503-7050. These types of items include leaking windows, fixtures that will not work, and mechanical difficulties.

PHASE 3 – On-going Maintenance Items

Homeowners Association

In multi-family communities a homeowners' association is set up to handle the common interests of the homeowners. Your monthly HOA fee includes monthly pest control, basic cable and insurance and the upkeep of the common areas such as the swimming pool and landscaping.

The homeowners' association is responsible for:

- Exterior maintenance of the buildings, stairs, decks, handrails, walls, landscaping and the roof. If you experience any problems call the HOA. They will contact us if it is a builder's issue.

- Routine long-term maintenance like painting, power washing and re-roofing, exterior caulking, carpeting, etc.

If you experience problems or have concerns in these areas you should contact the association manager for your community.

Magnolia North, Riverwalk, The Gardens, Avian Forest and Azalea Lakes

The Noble Company
Jennifer Harmon
1211 48th Avenue North
Myrtle Beach, SC 29577
843-449-6007

Heatherstone

Association Management Group
Paul Mengert
211 Main Street
Pineville, NC 28134
704-889-7500

I – C WHO IS RESPONSIBLE FOR WHAT?

1) **The Heritage Communities, Inc. 1- Year Limited Home Warranty Against Defects In Materials and Workmanship**

If there is a failure in any material caused by the manufacturing of that product or a failure caused by the installation process, Heritage Communities Inc. will provide for the timely repair of the material.

Examples:
- a non-functioning light fixture
- a non-functioning air vent
- a crack in a plumbing fixture

2) **Routine Maintenance Service**

Routine maintenance consists primarily of caulking, grouting, cleaning, adjusting and painting. All of these items are considered responsibilities of the homeowner, after the initial punch list has been recorded.

3) **Please observe our chain of command for having repair work done in your home.**

As you can understand, we have a lot of demands on our service personnel. We have new units being built, others being readied for closing and the on-going repair work for current homeowners.

Please make sure you always go through the proper procedure for arranging to have repair or service work done in your unit.

For the most efficient handling of your service request you should fax your request to our Homeowner Assistance Manager

Myrtle Beach 843-497-0861 Charlotte 704-503-7050

Our on-site personnel are instructed to give you these numbers. They are not allowed to respond to your direct requests for service because doing so would disrupt our scheduling and monitoring procedures. We thank you for your cooperation regarding this procedure.

(4) **If you have emergencies please call:**

Magnolia North Azalea Lakes Riverwalk The Gardens Avian Forest	During business hours contact our Homeowner Assistance Dept. 843-449-6200, ext. 251 After hours call the same number and follow the emergency instructions.
Heatherstone	During business hours contact our Homeowner Assistance Department at 704-503-7010. After hours call Association Management Group 889-7500.

(5) **Warranty Limits**

Items that cannot be covered unless noted on the Pre-Closing Walk-Through Punch List form are those defined as cosmetic items. **These items include, but aren't limited to:** nicks, scratches, scuffs, scrapes, gouges, dents etc.

ON:

- Walls & ceilings
- Counter tops & vanity tops
- Tubs, sinks, showers
- Appliances
- Flooring and carpet
- Doors, cabinets and trim

(6) **Warranty Exclusions**

The limited warranty coverage from Heritage Communities, Inc. as set forth in this manual does **NOT** include the following:

a) Any items not specifically identified in this manual as being covered under the limited warranty.

b) Any defects in, caused by, or resulting from materials or work supplied by anyone other than Heritage Communities Inc. or Buildstar employees, agents or subcontractors.

c) Normal wear and tear or normal deterioration.

d) Any damage to the extent it is caused or made worse by:

Negligence, improper maintenance or improper operation by anyone other than Heritage Communities or Buildstar employees, agents, or subcontractors.

Failure by the homeowner or by anyone other than Heritage Communities Inc, or Buildstar employees, agents or subcontractors to comply with the warranty requirements of manufacturers of appliances, fixtures and items of equipment.

Failure of homeowner to give notice to Heritage Communities of any defects within a reasonable time.

Changes, alterations, or additions made to the unit by anyone after closing.

Dampness or condensation caused by the failure to maintain adequate ventilation.

e) Loss or damage which the homeowner has not taken timely action to minimize.

f) Loss or damage, not otherwise excluded under this limited warranty, which does not constitute a defect in the construction of the Heritage Communities, Inc. villa by its employees, agents, or subcontractors.

g) Loss or damage caused by or resulting from accidents, riot, and civil commotion, fire, explosion, smoke, water escape, falling objects, aircraft, vehicles, Acts of God, lightning, windstorm, hail, flood, mudslide, earthquake, volcanic eruption, wind driven rain, and changes to the underground water table which were not reasonably foreseeable.

h) Loss or damage caused by the installation of equipment or fixtures not allowed by or approved by Heritage Communities, Inc.

If the homeowner installs anything in a Heritage Communities, Inc. unit and it causes damage to another person's unit, the homeowner will be responsible for any costs incurred to repair the other unit.

I-D WHAT YOU CAN EXPECT FROM THE DEVELOPER

Heritage Communities, Inc. is committed to delivering the quality it promises. However, as we have said earlier, no HCI home is going to be 100% perfect when it is delivered. Outlined below are some of the most often asked about punch items along with what you can expect from Heritage Communities, Inc. regarding each particular item.

If any of these items occur in your unit please make sure you note it during your Pre-Closing Walk Through Inspection with your Quality Assurance representative.

– **Walls** 1A **Observation:** Wood framed wall is out of plumb.

Performance Guideline: Wood framed walls shall not be more than 3/8" out of plumb for any 32 inches in any 8' vertical measurement.

Corrective Measure: The contractor shall repair to meet the performance guideline.

1B **Observation:** The wall is bowed.

Performance Guideline: All interior and exterior walls have slight variances in their finished surface. Walls shall not bow more than ½" out of line within any 32" horizontal measurement, or ½" within any 8' vertical measurement.

Corrective Measure: The contractor will repair to meet the performance guideline.

1C **Observation:** The exterior wall leaks because of inadequate caulking.

Performance Guideline: Joints and cracks in exterior wall surfaces and around openings shall be properly caulked to prevent the entry of water.

Corrective Measure: The contractor will repair or caulk joints and cracks in exterior wall surfaces, as required to correct deficiencies, one time only during the warranty period. Even when properly installed, caulking will shrink and must be maintained by the owner.

– **Windows** 2A **Observation:** Window is difficult to open or close.

Performance Guideline: Windows should require no greater operating force than described in the manufacturer's specifications.

Corrective Measure: The contractor will correct repair as required to meet the performance guideline.

2B **Observation:** Window glass is broken and/or screen is damaged.

Performance Guideline: None.

Corrective Measure: Broken glass or screens not reported to the contractor during the pre-closing walk-through are the owner's responsibility.

2C **Observation:** Scratches appear on surfaces of glass

Performance Guideline: Glass surfaces shall not have scratches visible from 10 feet under normal lighting conditions.

Corrective Measure: The contractor shall replace any scratched glass if noted at the pre-closing walk-through.

2D **Observation:** During rains, water appears on interior of glazed window unit.

Performance Guideline: Water leakage from improper installation is unacceptable.

Corrective Measure: The contractor shall repair any deficiencies attributed to improper installation.

– Doors 3A **Observation:** Exterior door is warped.

Performance Guideline: Exterior doors shall not warp to the extent that they become inoperable, cease to be weather-resistant, or exceed National Wood Window and Door Association standards of ¼" measured diagonally from corner to corner.

Corrective Measure: The contractor will correct or replace exterior doors that do not meet the performance guideline.

3B **Observation:** Gaps are visible around exterior door edge, door jamb or threshold.

Performance Guideline: Gaps shall not vary greater than 3/16".

Corrective Measure: The contractor will repair existing unit to meet performance guideline.

3C **Observation**: Sliding patio door or screen will not stay on track or slide smoothly.

Performance Guideline: Sliding patio doors and screens shall slide properly on their tracks at the time of the Pre-Closing Walk-Through. The cleaning and maintenance necessary to preserve proper operation are an owner responsibility.

Corrective Measure: The contractor shall repair once during the warranty period.

– Plumbing 4A **Observation:** The bathtub or shower leaks.

Performance Guideline: Bathtubs and showers shall not leak.

Corrective Measure: The contractor will repair bathtub or shower leaks as necessary to meet performance guideline. Maintenance of caulk seals is an owner responsibility.

4B **Observation**: Plumbing fixture, appliance, or trim fitting is defective.

Performance Guideline: Plumbing fixtures, appliances and trim fittings shall comply with their manufacturer's guidelines.

Corrective Measure: None. Defective trim fittings, appliances, and fixtures are covered under manufacturer's warranty.

4C **Observation:** The surface of porcelain or fiberglass plumbing fixture is cracked or chipped.

Performance Guideline: Cracks and chips in surfaces of bathtubs and sinks are unacceptable if visible from three feet in normal light.

Corrective Measure: The contractor will not be responsible for repairs unless the damage is reported to the contractor at the time of the Pre-Closing Walk-through. If the problem resulted from improper manufacture, then the manufacturer's warranty will take precedence over the contractor's responsibilities.

– Electrical 5A **Observation:** Electrical outlets, switches, or fixtures malfunction.

Performance Guideline: All electrical outlets, switches and fixtures shall operate as designed.

Corrective Measures: The contractor will repair or replace malfunctioning electrical outlets, switches, and fixtures, if supplied and installed by the contractors.

5B **Observation:** Interior light fixtures tarnishes:

Performance Guideline: Finishes on light fixtures may be covered under manufacturer's warranty.

Corrective Measures: None.

– Climate Control

6A **Observation:** Air infiltrates around door and window.

Performance Guideline: Some infiltration is usually noticeable around doors and windows especially during high winds. No daylight shall be visible around frame when window or door is closed.

Corrective Measures: The contractor shall repair to meet the performance guideline.

6B **Observation:** Condensation or frost appears on window.

Performance Guideline: Windows will collect condensation on their interior surfaces when extreme temperature differences and high humidity levels occur. Condensation usually results from humid conditions within the home that are created by the owner.

Corrective Measures: Unless the window condensation or frost is directly attributed to faulty installation, it usually results from conditions beyond the control of the contractor. No corrective action is required.

6C **Observation:** Condensation line clogs.

Performance Guideline: None

Corrective Measures: Condensation lines will eventually clog under normal use. The owner is responsible for maintaining them in that condition.

– Interior Doors

7A **Observation:** Bifold doors come off tracks during normal use.

Performance Guideline: Bifold doors shall slide properly on their tracks when the pre-closing walk-through is conducted.

Corrective Measure: The contractor will repair any bifold door that will not stay on its track during normal operation, one time during the warranty period.

7B **Observation**: Door drags on carpet.

Performance Guideline: Doors shall not drag on carpet.

Corrective Measures: The contractor will repair the door to meet the performance guideline.

7C **Observation:** Door edge is not parallel to door jamb.

Performance Guideline: The door edge shall be within 3/16" of parallel to the door jamb.

Corrective Measures: The contractor will adjust the door as necessary to meet the guideline.

– **Trim** 8A **Observation**: Gaps at non-mitered joints of trim and moldings.

Performance Guideline: Openings at joints in trim and moldings, and at joints between moldings and adjacent surfaces, shall not exceed 1/8" in width at the time of the pre-closing walk-through.

Corrective Measures: The contractor will repair defective joints to meet performance guidelines.

8B **Observation**: Nails are not properly set or, where puttied, nail holes are not properly filled.

Performance Guideline: Setting nails and filling nail holes are considered part of painting and finishing. After painting or finishing, nails and nail holes shall not be readily visible from a distance of 6 feet under normal lighting conditions.

Corrective Measures: Where the contractor is responsible for painting, the contractor shall take the action necessary to meet the performance guideline.

8C **Observation**: Trim or molding miter edges do not meet.

Performance Guideline: Gaps between miter edges in trim and molding shall not exceed 1/8" at the pre-closing walk-through.

Corrective Measures: The contractor will repair gaps that do not meet the performance guideline. Caulking or puttying with materials compatible to the finish is acceptable.

8D **Observation:** Interior trim is split

Performance Guideline: Splits, cracks and checking are inherent characteristics of all wood products, and are not a defect.

Corrective Measures: None.

– Counters 9A **Observation:** Counters do not meet ceilings or walls.

Performance Guideline: Gaps in excess of ¼" are unacceptable.

Corrective Measures: The contractor will repair the gap with caulk, putty, or scribe molding, or he will reposition/reinstall cabinets to meet the performance guideline.

9B **Observation:** Scratches on solid surface countertops

Performance Guideline: Solid surface countertops shall be free of scratches at the time of the pre-closing walk-through.

Corrective Measures: The contractor will repair to meet the performance guideline.

– Walls 10A **Observation:** Cracks are visible on finished wall or ceiling.

Performance Guideline: Cracks shall not exceed 1/16" in width.

Corrective Measures: The contractor will repair cracks exceeding 1/16" in width only once during the warranty period. A perfect match between the original and the new paint cannot be expected and the contractor is NOT required to paint an entire wall or room.

10B **Observation:** Nail pop, blister, or other blemish is visible on finished wall or ceiling.

Performance Guideline: Any such blemishes that are readily visible from a distance of 6 feet under normal lighting conditions are unacceptable.

Corrective Measures: The contractor will repair such blemishes only once during the warranty period.

10C **Observation**: Mildew or fungus is visible on interior painted surfaces.

Performance Guideline: Painted and finished surfaces shall be free of observable mildew and fungus at the time of the pre-closing walk-through. However, mildew and fungus may form on painted surfaces over time because of heat and moisture.

Corrective Measures: The contractor will remove mildew and fungus before completion of the job. Subsequent mildew or fungus formation is a condition the contractor cannot control. The owner is responsible for future cleaning of the painted item as necessary to remove mildew and fungus.

10D **Observation:** Interior paint does not cover the underlying surface.

Performance Guideline: The surface being painted shall not show through new paint when viewed from a distance of 6' under normal lighting conditions.

Corrective Measures: The contractor will re-coat as necessary to meet the guideline and match surrounding areas as closely as practical.

10E **Observation**: Brush marks, lap marks spatters, show on interior painted surfaces.

Performance Guideline: Brush marks, lap marks or spatters shall not be readily visible on interior painted surfaces when viewed from a distance of 6' under normal lighting conditions.

Corrective Measures: The contractor will refinish as necessary to meet the Guideline.

–Floors 11A **Observation**: Carpet does not meet at the seams.

Performance Guideline: It is not unusual for carpet seams to show. However a visible gap at the seams is not acceptable.

Corrective Measures: The contractor is responsible for eliminating visible gaps at carpet seams.

11B **Observation**: Carpeting loosens, or the carpet stretches.

Performance Guideline: When stretched and secured properly, wall-to-wall carpeting installed as the primary floor covering shall not come up, loosen or separate from the points of attachments.

Corrective Measures: The contractor is responsible for having the carpeting re-stretched or re-secured as necessary to meet the guideline.

11C **Observation**: Spots or minor fading are visible on the carpet.

Performance Guideline: Exposure to natural light may cause spots on and minor fading of the carpet.

Corrective Measures: None.

11D **Observation**: Tile, brick, marble or stone flooring is broken or loose.

Performance Guideline: Tile, brick, marble and stone flooring shall not crack or loosen.

Corrective Measures: The contractor will replace cracked tiles and re-secure loose tiles unless the defects were caused by the owner's actions. The contractor is not responsible for discontinued patterns or color variations when replacing tile. Any defects must be noted on the pre-closing walk-through.

11E **Observation:** Cracks appear in grouting of tile joints or at junctures with other material such as a bathtub.

Performance Guideline: Cracks in grouting of ceramic tile joints commonly result from normal shrinking conditions.

Corrective Measures: The contractor will repair grouting, if necessary, one time only during the warranty period. The contractor will not be responsible for color variations or discontinued colored grout. The owner is responsible for re-grouting these joints during the life of the home.

I-E THE HERITAGE COMMUNITIES INC. HOME-OWNING PROCESS

DELIVERING QUALITY CONSISTENTLY

At Heritage Communities Inc, we do all we can to make sure you get a high quality home. We do more than simply talk about this concept. We adhere to the following process to see that your home lives up to your expectations:

Step 1

Throughout the building process, your unit is inspected on a continual basis to make sure materials and workmanship are up to our standards. Doing so helps us solve many problems before the unit is completed.

There are also inspections by city and county building departments to ensure we have adhered to all code requirements.

All the mechanical items in the unit are inspected to make sure they are operating properly, including the lights, windows, doors, etc. All cosmetic items are inspected and we strive to correct every item prior to your Pre-Occupancy Walk-Through.

Our Construction Department is responsible for the home during this phase.

Step 2

Shortly before your closing you will be asked to attend your Pre-Closing Walk-Through. We look forward to showing you your completed home.

This meeting will be conducted by your Quality Assurance Manager who will review our warranty programs, procedures for service and will go over our Pre-Closing Checklist items with you.

This phase is the responsibility of our Quality Assurance Department

Step 3

The closing is the final step in the purchase of your new Heritage Communities home. This closing is conducted at the attorney's office.

At the closing, the attorney will review all closing documents with you. At the conclusion you will receive the keys to your new home.

This phase is the responsibility of our Home Buying Assistance Department.

II - A. ORIENTATION CHECKLIST

Homeowner's Name _____ Date _____

____ Discussion of:	Caulking	Heritage Communities, Inc. (HCI) does not warranty indoor caulking after the first caulking.
	____	Check caulking in kitchen.
	____	Check caulking in bathroom.
	Cabinets	HCI will adjust inoperative cabinet components one time only within first 60 days.
	Countertops	Re-caulking is a homeowner maintenance item.
		Inspect for scratches, glue and imperfections during Pre-Closing Walk-Through
	Flooring	Discoloration due to sunlight, stains, residue from shoes, or damage caused by rugs or other items placed on top of carpet are not covered under warranty.
	Tile	HCI will not warrant any damage to tile flooring unless it is noted on the Pre-Closing Walk-Through form.
	Carpeting	Seams will show. Carpet will mat down, especially in high traffic areas. This is normal, and therefore, not warrantable.
	Walls & Ceilings	HCI will execute drywall repairs one time only during the 60-day warranty period.
	____	Check seams in sheet-rock
	____	Check around all sprinkler heads (where applicable).
	Windows	During cold weather conditions, condensation could occur and cause moisture build up on the sashes. This is a common occurrence and is not a warranty item.
	Doors	Check weather-stripping at entry door. Check "play" in interior doors.
	Bathroom	Check for stickers on lights, cabinets, etc.

____ Check for all switch plates.

____ Check all windows to be sure screens have been installed and all move properly.

____ Discussion of New Home Owner Information Form.

____ Complete Pre-Closing Walk-Through Form and make notes of any items needing attention.

____ Discuss 60-Day Final Walk-Through procedure.

____ Sign Permission Form to enter unit in your absence.

____ Discuss mailboxes.

____ Always leave cabinet on each side of stove open when operating in self-cleaning mode or long term cooking in oven (turkey, roasts, etc.). The cabinets finish will "bubble" when exposed to prolonged, extreme heat if unable to vent.

Your correct mailing address is _____.

____ Discuss construction emergency procedure.

____ Discussion of E-911 form (where applicable).

____ Don't Forget to transfer electric bill to your own name within 5 days

_____ Location of water shut-off valves for each fixture.

_____ Removal and replacement of filters.

_____

Homeowner Signature For Heritage Communities, Inc.

Community Building # Unit #

II- B 60-DAY FINAL SERVICE REQUEST FORM

Date of Closing _____ Today's Date _____

Community _____ Building # _____ Unit # _____

Homeowner's Name _____

Address _____ State _____ Zip _____

Home Phone # _____ - _____ Unit Phone _____ Fax # _____

We, the undersigned, hereby declare that we have had possession of our villa for 60 days and have noted the final warranty items that need to be resolved below. We now accept our unit in its present condition with the exception of the items listed below. After the items have been completed, we accept full responsibility for the care, maintenance and upkeep of our unit. We understand the builder/developer agrees to correct these items within a reasonable time.

Item	Location/Description
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	

Comments:

Unit Accepted By _____ Date _____

Quality Control Agent _____ Date _____

II – C PERMISSION TO ENTER UNIT FORM SAMPLE

Heritage Communities, Inc.
4728 Jenn Drive
Myrtle Beach, SC 29577
843-449-6200

TO: New Homeowner

SUBJECT: Permission To Enter Unit

Often it is necessary to enter your unit to perform service and repair projects. Your signing this form allows us to enter your unit during normal business hours.

Community _____ Building # _____ Unit # _____

Owner's Name _____

Daytime Phone _____ Evening Phone _____

Spouse's Daytime Phone _____

Cell #'s _____

Fax # _____

Agency or contact person if your unit will be in a rental program

_____

Phone # _____

All repair requests must be called or faxed to
Myrtle Beach: Myra Smith, Homeowner Assistance Manager. Phone:843-449-6200 EXT 251 Fax 843-497-0861
Charlotte: Louise Meetze, Homeowner Assistance Manager, Phone 704-503-7010 Fax 503-7050

I, _____ authorize Heritage Communities, Inc. to enter my condominium for the purpose of completing punch work and warranty repairs which I or my rental agent have requested.

Date _____ Signature _____

NOTE:
When we enter your unit the repair person will leave a Heritage Communities, Inc. yellow door hanger on your front door to notify you that someone has been inside your unit. A card will be left on your kitchen counter outlining the work that was done.

II - D RULES & REGULATIONS

When you close on your new Heritage Communities Inc home, not only are you purchasing an individual piece of property, you are also becoming part of a community of other homeowners. Each Heritage Communities Inc complex has its own unique rules and restrictions designed to protect the interests of its homeowners. Please be sure to read all of the documents you have been given regarding your community. Outlined below is a condensed version of the most relevant rules.

Introduction

Heritage Communities Inc homes are built in communities that have a recorded Declaration of Covenants, Conditions and Restrictions. These covenants run with the property and are binding on all homeowners and should be fully understood. They are designed to cover every home, in order for the standards of design quality to be maintained. For example, you probably wouldn't want your next door neighbor to paint his front door electric pink. These covenants are designed to enhance the community's environment and protect its property values.

The covenants, conditions and restrictions may cover a variety of community issues such as:
Design or paint changes to your unit's exterior, i.e. porch, storm doors, etc.

Antenna, dog houses, fences, landscaping, signs or other modifications to your unit.

Storage of boats, trailers, RV's and other vehicles on the property.

There is no use of motorcycles allowed on site.

Activities that may be considered unacceptable by your neighbors.

Homeowners' Association

Heritage Communities Inc. properties have homeowner associations. These are non-profit corporations formed to carry out specific community activities. These activities can vary from maintaining landscaping and securing homeowners insurance to running recreation facilities.

You are requested to read all documents pertaining to your homeowners' association carefully to understand what requirements and benefits you will be able to obtain from your association.

Homeowners' Associations require dues for membership. Paying these dues is a condition of your financing. It is imperative that you understand your financial obligation to your HOA.

Your guests or renters are expected to follow the rules and regulations adopted and approved by your Board of Directors. Any violation of these rules by guests or renters can result in a fine and subsequent lien against your individual unit.

III. - A INTRODUCTION

One thing we have learned over the years is that there is often confusion surrounding the warranties that apply to a new Heritage Communities Inc. home. In this section, we have outlined the warranties that are guaranteed by the manufacturers of the products. Heritage Communities and its subcontractors will fully warrant material and installation of said items for a period of 1 year.

The Heritage Communities Inc. warranty covers parts and labor for a period of 1 year. Any installation or labor charges after one year will be the responsibility of the homeowner.

III - B EQUIPMENT

1)Electric Heating

Heritage Communities, Inc. (HCI) and its subcontractors fully warrant the installation of your electric heating system.

The manufacturer warrants the system to be free from defects in material and workmanship for a period of 1year

The manufacturer warrants the compressor and all other parts and labor. Your heating and air conditioning sub-contractor can provide the exact details.

NOTE:

It's recommended that you change your filter every 30 days to keep your warranty in effect. Keep your thermostat set at a constant temperature rather than continually changing it up and down. Do not store combustible materials near your air conditioning unit.

2) Water Heater

Heritage Communities, Inc. (HCI) and its subcontractors fully warrant the installation of your electric water heater.

The manufacturer warrants the system to be free from defects in material and workmanship. Contact the plumbing contractor for exact details.

NOTE

Do not store combustible materials near your water heater unit.

3) Plumbing

Plumbing fixtures and devices are warranted for 1 year. The water and drainage pipes in the system are under warranty by HCI and its subcontractor for a period of 1 year.

This warranty covers major defaults such as waterlines separating, faulty equipment and faulty installation. It does NOT cover damage to frozen pipes or overflowing bathtubs or toilets.

Leaks occurring after 1 year are not covered by HCI.

Plumbing leaks must be reported to our plumbing sub-contractor immediately. Call our Homeowner Assistance Department and we will contact them for you. We are not responsible for damage due to any negligence by the homeowner to protect the unit from damage.

IN THE EVENT OF A LEAK, USE THE CUT OFF VALVE TO STOP WATER FLOW.
(The toilet shut off is located near the floor in the back of the toilet)

4) Electrical System

HCI warrants your electrical system for a period of 1 year.

HCI warrants the wiring for a period of 1 year.

Repairs and alterations made to the electrical system by anyone other than the installing electrician voids the warranty.

All circuits in your home are protected by automatic circuit breakers. No fuses are required. After any electrical failure, check your circuit breaker first. You should also check the GFI outlets in the kitchen and bathrooms.

5) Major Kitchen Equipment

HCI warrants the installation of major kitchen appliances only. All other equipment and appliances are covered by the manufacturer. For warranty service on major kitchen equipment, please call the manufacturer's service number provided in the new homeowner's information package received at closing.

Make sure you complete and mail in the warranty certificate for your appliances.

If you are unable to locate this certificate, please call our Homeowner Assistance Department.

III - C STRUCTURAL

Local city and county inspectors make inspections on the footing and slab before they are poured. The framing, plumbing, heating and electrical systems are inspected during the building process and when the building is complete. These inspections are made by qualified individuals employed by the building inspection department to ensure that your home complies with all local building codes.
HCI considers the following items to be of a structural nature and covered under this warranty. All of these items are warranted through applicable state and local laws.

1) Foundation

HCI warrants the foundation against abnormal settlement.

This does not mean that a foundation will not crack. However HCI will repair any cracks exceeding 1/2" within the first year of occupancy.

Your home has been treated for termites during construction. Your home is warranted against termites for 1 year. If you experience any problems with pests of any kind, contact the homeowners association.

2) Concrete Slab

HCI warrants the concrete slab against abnormal settlement.

Normal expansion cracks are expected. It is normal for a concrete slab floor to be slightly irregular.

Any cracks that exceed 1/4" will be repaired by HCI during the first year.

3) Frame

HCI warrants the framing against construction defects.

Due to the natural movement of wood or aluminum framing during the first year, as the home settles, and interior cooling and heating occur, it is normal for interior and exterior walls to have slight variances on their finished surfaces. If a wall has more than 1/4 inch-bow out of line within a 32" horizontal or vertical measurement, the condition will be corrected.

Floor squeaks and loose sub-floors are often temporary conditions common to new construction. A squeak-proof floor cannot be guaranteed.

III - D SETTLEMENT, SHRINKAGE, CONDENSATION

A) Shrinkage

Shrinkage occurs when there is a decrease in the moisture content and contraction of the building materials.

Every effort has been made to minimize shrinkage in your new home. At this time, there is no known way to eliminate shrinkage in new buildings.

The conditions outlined below are considered normal for a new structure. Unless any of these items is of an extreme nature, repair is the responsibility of the homeowner.

Results of shrinkage:

Exterior wood boards will expand and contract slightly, and caulking may contract. These items are normal and should be checked and repaired by the homeowner.

The wood trim and hardwood floors (if applicable) separate.

Cracks appearing above doorways.

Exterior and interior doors warp or bind.

Miter joints where trim meets corners open slightly.

Base units of the kitchen cabinets appear to move from their original positions.

The above conditions are normal. Expect to see some of them after your first heating cycle.

2) Settlement

Settlement occurs when the earth beneath the footing compacts from the weight of the new building. It is normal and is expected for a new home to settle.

Settlement often causes slight cracks in concrete slabs. These slight cracks are not harmful to the structure. HCI does not warrant these slight cracks and irregularities.

3) Condensation

Condensation takes place when warm, moist air comes in contact with a cold surface, such as a cold window pane.

Condensation may appear on water pipes, commodes, and windows.

Your new home has been tightly constructed and well insulated. Moisture can usually be eliminated with proper ventilation. If you experience extraordinary condensation, check your dryer vent for blockage and reduce heavy cooking and boiling.

III - E NON-STRUCTURAL

The following items are not considered to be of a structural nature but are covered by the HCI limited warranty:

HCI is committed to excellence in the cosmetic quality of your home at the time of closing, and will note and repair all cosmetic items at your Pre-Closing Walk-Through. After closing, however, HCI will not be responsible for making cosmetic repairs to your home.

1) Interior & Exterior Doors	HCI warrants all doors against warpage exceeding 1/4" (measured diagonally). Do not be hasty in adjusting, planing or cutting your doors. They may correct themselves through normal wear and use. Any door adjustment relative to warping, expanding, etc. will be made at the end of your 1-year warranty period.
2) Interior & Exterior Trim	It is normal for baseboards to slightly separate from the wall and for shoe molding to separate from the floor and baseboard. These conditions are not warranted and should be dealt with by the homeowner. Cracks exceeding 1/4" in door and window trim at the joints will be filled and touched up at your 60-Day Final Walk-Through.
3) Gypsum Wallboard	Often natural shrinkage and normal settling are mistaken for poor workmanship. Drywall defects, such as nail pops and cracks are normal, but will be repaired without charge only if reported during the 60-Day Final Walk-Through. After the first 60 days, these become a normal homeowner maintenance item. All drywall repairs will have the paint touched up, but an exact color match cannot be guaranteed. HCI will repaint any wall which is damaged by HCI during the repair of structural items. If drywall is damaged by a plumbing or roofing leak caused by improper installation or faulty equipment within one year of closing the area will be repaired. We will not be able to guarantee a perfect paint match.
4) Interior Paint	HCI warrants the interior painting will not peel for a period of 1 year. If this occurs, HCI will scrape and repaint the immediate area and will try to match the paint as closely as possible. All paint applications contain some minor imperfections. HCI will only repair cosmetic paint items if they are noted on the Pre-Closing Walk-Through form.
5) Ceramic Tile	HCI warrants the ceramic tile for a period of 1 year. This warranty includes quality of adhesion and replacement of the tiles that crack due to shrinkage and settlement. Only the cracked tiles will be replaced. HCI will re-grout, if necessary, one time during the initial 60 day warranty period. After 60 days, cracks may continue to develop and will become a homeowner's maintenance item.

6) Bathtubs	HCI warrants bathtubs and showers to be free from manufacturer's defects and improper installation for 1 year. Chips, scratches, gouges, etc. will not be warranted unless noted on the Pre-Closing Walk-Through form.
7) Cabinets & Counter Tops	HCI warrants the counter tops and cabinets against improper installation and manufacturer defects for a period of 1 year. Any cracks, chips, gouges, burns, scratches, etc. must be noted on your Pre-Closing Walk-Through form, otherwise HCI can assume no responsibility for these items.
8) Carpet	HCI warrants the carpet against separation of seams and improper installation for a period of 1 year. Due to the standard width of carpet rolls there is no way to avoid seams in your unit. These seams may be noticeable even with the best installation. In the event we have to repair your carpet every effort will be made to match the dye lot and texture. But we cannot guarantee an exact color match.
9) Hardwood Flooring	HCI warrants the wood flooring against delaminating and improper installation for a period of 1 year. Damage caused by pets or puncture marks from high-heeled shoes is not warrantable. Expansion and contraction is considered normal and is not warrantable.
10) Windows	HCI warrants broken window seals for a period of 1 year. Only broken glass that is noted on the Pre-Closing Walk-Through form will be replaced.

MAGNOLIA NORTH
AT MYRTLEWOOD GOLF CLUB

LOCATED ON MYRTLEWOOD GOLF COURSE
SALES CENTER 843-449-4409

RIVERWALK
AT ARROWHEAD GOLF CLUB

LOCATED ON ARROWHEAD GOLF COURSE
SALES CENTER 843-236-6700

The GARDENS

LOCATED ON CYPRESS BAY GOLF COURSE
SALES CENTER 843-280-8764

AZALEA LAKES

SALES CENTER 843-293-7374

AVIAN FOREST

LOCATED ON THE RESERVE GOLF COURSE
AT LITCHFIELD
SALES CENTER 843-237-4000

Heatherstone

CHARLOTTE, NORTH CAROLINA
IN THE UNIVERSITY AREA
SALES CENTER 704-503-1103

HERITAGE COMMUNITIES, INC.
4728 JENN DRIVE • MYRTLE BEACH, SOUTH CAROLINA 29577
843-449-6200
WWW.HERITAGESC.COM

PLAINTIFF'S EXHIBIT 6

GEORGE R. BARBOUR, P.E.
ENGINEERING AND CONSTRUCTION CONSULTANT

2002 Annual Maintenance Survey

Project: **Magnolia North**
Myrtle Beach, SC

Prepared for: **The Noble Company of South Carolina, LLC**
211 48th North Avenue
Myrtle Beach, South Carolina 29577

SOUTH CAROLINA PROFESSIONAL ENGINEER 17903 9.3.02 REGISTERED GEORGE R. BARBOUR, JR.

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Executive Summary

This report documents the observations made by George R. Barbour, P.E., Engineering and Construction Consultant (GRB) during the third annual maintenance survey (AMS) at Magnolia North located off of 40th Avenue North Extension and Wild Iris Drive in Myrtle Beach, South Carolina. The AMS was performed at the request of The Noble Company of South Carolina in order to satisfy the requirements of the Master Deed in effect at this development. The AMS consisted of observation of visible portions of the exterior building envelopes and site features. No maintenances personnel or homeowners were interviewed during the course of the AMS.

The Magnolia North AMS included 21 villa buildings and two pool/bath houses. The villia buildings are wood-framed, three-story buildings with five units per floor. An unattached five-bay garage is located at the front of each building. Additional four-bay garage buildings are also located on site. Construction of the villa buildings reportedly began in 1998. Several building foundations have been installed and one building partially completed. No evidence of recent work is apparent at these locations.

The general condition of the buildings and surrounding site is good. Landscaped areas appear to be well maintained. Recurring problem areas include poor site drainage with saturated soil or standing water in the landscaped areas around some of the buildings, standing water in parking areas or drive aisles, large areas of pavement and pavement subgrade failure in the parking areas and drive isles, large areas where the wearing course has not been installed, evidence of moisture intrusion in exterior breezeway and porch ceilings, unsealed utility penetrations and loose hand rails. Items identified during this survey include rusting lintels and nails backing out of the floor decking at the landings.

In addition to the visible maintenance items, several details of the construction of the building envelope may justify further scrutiny beyond the scope of the AMS. Large unsealed gaps at the intersection of the landing framing and exterior walls of the building are subject to water infiltration. In some of these locations, the underlying sheathing beneath the brick veneer and fiber cement siding is exposed to view. Since no weather barrier or flashing was provided in these areas during the original construction, the sheathing is exposed to possible damage from water leaks. Ongoing problems with water intrusion and cracks in the ceiling of the balconies and front breezeways also indicate water intrusion problems related to the original design and construction of the buildings. Other potential water problems may be present but cannot be identified without intrusive testing or investigations beyond the scope of the AMS.

1. *Introduction*

The AMS consists of a visual and photographic survey of visible exterior features of the building envelope (façade, windows, doors and roof), landings and balconies, site features, and pavements. The purpose of the AMS is to identify maintenance needs for the items reviewed and report that information to the Magnolia North Property Owners Association (MNPOA). It is intended that the MNPOA use this information when developing the annual maintenance plan for the property.

Accessible elements of the exterior façade, roof, rear balconies and front entrance breezeways and landings were observed from the ground. Entrance breezeways, stairs and landings at the front of each building were walked. Accessible elements of the site features including grassed and landscaped areas, paved parking areas, drive isles, entrance drives and concrete walkways were also observed. No building interiors were observed as these are maintained by the unit owners. No environmental, hazardous material, mechanical systems assessment, or destructive or intrusive testing was performed.

Observations were recorded in tabular form (see appendix A, Building Condition Survey Form) for commonly occurring items at each building and at the site features associated with each building. For ease of reference, observations related to the parking areas and site features were recorded and catalogued based on the building they serve. Where necessary, notes on unique items specific to a particular building were recorded and used in developing this report.

Photographs of representative conditions were taken using a digital camera. Color copies of selected photographs are included with this report for reference purposes. A compact disc (CD) is also included with a digital copy (jpg file) of all photographs taken. Photograph numbers referenced in this report refer to the number of the printed photograph unless otherwise noted.

2. *Observations*

This section provides a summary of the observations and findings for the buildings and site features at Magnolia North. The summaries are divided into the following major categories; site/civil, pavements, building exteriors, roofing, and Americans With Disabilities (ADA) compliance. The abbreviations and terms used to describe the condition of site features or elements in this report and the Building Condition Assessment Summary table in appendix A, are defined as follows:

Abbreviation	Description
Y	Yes, the condition identified was observed in at least one location.
N	No, the condition identified was not observed.

C	Critical repairs are required. This condition may present a potential safety hazard.
Poor	Repairs are recommended. This condition may deteriorate and resulted in higher repair, corrective or maintenance costs if repairs are postponed.

For the purpose of this report, the terms used to describe the functional performance of site features or elements are defined as follows:

Term	Description
Adequate	The condition appears to meet the generally accepted standards in the industry for function.
Inadequate	The condition may not meet the generally accepted standards in the industry for function and may require evaluation beyond the scope of this contract.

2.1. Site/Civil

The Magnolia North AMS included 21 villa buildings and two pool/bath houses. The villa buildings are wood-framed, three-story buildings with five units per floor. An unattached five-bay garage is located at the front of each building. Additional four-bay garage buildings are also located on site. Construction of the villa buildings reportedly began in 1998. Since that time, 20 buildings have been completed and occupied and one building framed and partially completed. Several building foundations have been constructed up to the slab-on-grade. However, no evidence of recent work is apparent at these uncompleted locations.

The first floor is concrete slab-on-grade. Load-bearing walls are supported on concrete masonry unit (CMU) foundation walls bearing on shallow concrete spread footings.

The general condition of the site is good. Landscaped areas appear to be well maintained. Recurring problems with site features include;

1. Poor site drainage with saturated soil or standing water in the grassed and/or landscaped areas around some of the buildings.
2. Areas around the site which drain toward structures or improvements.
3. Reported flooding problems in the overall common area around pool number 2 and behind building 4830. It is our understanding that some site drainage work has been completed recently in this area.
4. Standing water in parking areas or drive aisles.
5. Large areas of pavement and pavement subgrade failure in the parking areas and drive isles.

6. Large areas of incomplete pavement where the wearing course has not been installed.
7. Steep, difficult to maintain slopes and slope failures at drainage conveyances at various locations throughout the property but most significantly near building 4811 (see photograph 3).
8. Areas of incomplete construction including buildings and site work.

The sidewalks consist of 4-inch thick concrete walkways which are generally 3 to 4-feet wide. The condition of the sidewalks is generally good.

Site lighting includes street lights in the parking area and door lights at the unit entrances, and appears to be adequate (lighting was not viewed at night). Emergency lighting is provided at the entrances to the buildings.

General site drainage occurs via sheet flow to the storm water conveyances behind the buildings. Poor grading practices during original construction has resulted in numerous areas of saturated soil or standing water in the grassed and/or landscaped areas. Areas of saturated soils are defined as soils that are wet and will compress under foot traffic and generally rut under lawn maintenance traffic. Areas with saturated soils and standing water are more difficult to mow and maintain and are less useful to the homeowners. Some of these poorly drained areas have been modified with the installation of yard inlets and French drains as an attempt to correct this deficiency dating back to the original construction.

The site slopes towards the building at buildings 4829 and 4860. The site grade is elevated above the finish floor at buildings 4811, 4846, 4851, 4872 and 4860 (see photographs 3, 4, and 11).

2.2. Pavements

This section describes the condition of overall pavement condition, and pavement drainage for each building at Magnolia North. Pavements consist of bituminous concrete (asphalt) drive isles and parking bays with concrete curb and gutter. Dumpster pads are Portland cement concrete. Water in the parking areas and drive aisles generally drains to drop inlets located at the center of the drive aisles.

The pavements are generally in good condition where the overall construction was completed and the wearing surface installed. At areas where the wearing surface was not installed, the pavements drain poorly and are in poor to critical condition. Substantial areas of pavement and pavement subgrade failure are present in the uncompleted sections of the development, generally adjacent to buildings 4811, 4835, 4839, 4868, 4830, 4834, 4843, 4847, 4846, 4851, 4855, 4877, 4860, 4864 and 4870.

Some surface staining was noted on pavement and concrete curbs due to water leaching from adjacent soil. Drainage within the paved areas is only marginally

adequate. Areas of ponding water were observed in the parking areas or drive aisles in numerous locations (see photographs 12, 19 and 20).

2.3. *Foundations and Structures*

This section summarizes the condition of the foundation, based on visual observation of the building exteriors. Construction documentation was not available for review. The condition of wall and roof framing systems was not assessed. The foundations are likely continuous concrete spread footings at exterior load-bearing walls, and isolated concrete spread footings or thickened slabs at interior load-bearing walls and columns. Foundation walls are CMU up to the finish floor elevation of the first and floor bear on shallow concrete spread footings.

There is no visible evidence of structural distress in the buildings. All building structures appear to be in good condition and appear adequate.

2.4. *Building*

This section summarizes the condition of windows and doors, sealants, paint, and other façade components such as fascia and soffit. Also addressed are the balconies, landings, stairways and breezeways. Where observed, evidence of extensive moisture intrusion has also been noted.

The buildings feature treated wood exterior stairs and landings, waterproofed wood-framed breezeway and balcony floors with PVC guardrails.

The front elevation of the villa buildings at Magnolia North feature brick veneer on the first level and painted, fiber-cement board siding on the second and third floors. The right and left elevations feature brick veneer on all three floors. At the rear elevation, brick veneer is provided on all three levels at all portions of the building except at the balconies. Painted fiber-cement siding was provided at all three levels at the rear balcony walls. Soffit is vented, painted, vinyl, and fascia is painted aluminum. Garages, Pool House, and Bath House exterior walls are entirely painted fibercement siding with vented, painted, vinyl soffit and painted aluminum fascia. Doors are steel with wood frames, and windows are vinyl. Aluminum gutters are provided along the front of the buildings

The windows and doors are generally in good condition. The lintels above window openings on building 4839, 4847, 4851, 4879, 4860 and 4864 are beginning to rust. Window/door frame sealant and window-façade sealant was present and adequate at most locations. At most buildings, sealant was missing or insufficient at brick-trim joints at the front elevation at the corners of the building. Large unsealed gaps at the intersection of the landing framing and exterior walls of the building are subject to water infiltration. In some of these locations, the underlying sheathing beneath the brick veneer and fiber cement siding is exposed to view. Since no weather barrier or flashing was provided in these areas during the original construction, the sheathing is exposed to possible

damage from water leaks. These large open, unsealed joints occur at the areas with brick veneer and fiber-cement siding (see photographs 6 and 18).

In most buildings, water stains and/or mildew was observed on the ceilings of the rear balconies, especially in the vicinity of columns. In some cases this was accompanied by cracks in the gypsum board ceiling and peeling paint. Evidence of moisture intrusion and cracks on the ceiling of the first, second and third floor breezeway ceilings (at the front of buildings), especially near the columns, was also observed. Further investigation of the cause of the leaks and water problems beyond the scope of this AMS is warranted (see photographs 31 and 32).

Gaps into the interior of the brick façade were observed in the vicinity of electric meter bases located at one side of each building. Although attempts to correct this condition have been made, it does not appear that the gaps between the conduit and brick behind the bases are completely sealed. Gaps were also observed at some isolated mechanical penetrations. This condition exposes the wall cavity to water leaks and pest intrusion. This condition was observed at most buildings (see photograph 5).

The guardrails (PVC) along the front breezeways and staircases are dangerously loose at buildings 4815. Loose guardrail posts and failing connections between the guardrail and columns are present at most buildings and represent a potential safety hazard. The center posts of the breezeway PVC guardrails do not extend to the ceiling. The connections of the center post of the PVC handrails to the breezeway floors are very flexible. Movement of the posts related to the loose post connections may be causing cracks in the waterproofing of the breezeway floor around the posts resulting in leaks. Deterioration of the framing in this area could lead to further reduction of the strength of the connection and eventually failure. The building code requires that guardrails be capable of resisting a 200-pound point load or a 50-pound/foot distributed load. The code does not specifically address excessive deflections. The PVC guardrail may not be able to resist the code loads (due to the weakness of the connection to the breezeway floor deck) and therefore may present a potential safety hazard.

In addition to the loose post connections, the connection of the rail hangers to the building columns is inadequate in many locations. Many of the building columns are built using an 8 by 8-inch treated wood post wrapped in fiber-cement board that is approximately ¼-inch thick. The columns around the stair towers are built-out to create the look of a larger column. As a result, the screws connecting the hanger to the columns do not reach the wood column and are only attached to the thin fiber-cement board. In some cases, these screws can back out and the rails become loose. It is unlikely this connection detail complies with the rail manufacturer's installation specifications. This detail dates to the original construction and will likely become a maintenance issue for the facility (see photographs 8, 9, 22 and 29).

According to a homeowner in building 4815, birds nest in the dryer vents. Maintenance personnel occasionally remove the vent covers and clean out the nests. The same homeowner complained about the amount of water that runs off

of the roof and onto the stairways and landings. He claims it is impossible to use the stairs during a rainstorm without getting soaked. Gutters would likely improve this situation (see photograph 10).

2.5. Pools

Pool No. 1: The pool is in good condition with several minor items identified.

1. There are cracks throughout the pool deck.
2. The pool deck coating is failing.
3. The doors to the bath house are rusted.

Pool No. 2: The pool is in good condition with several minor items identified.

1. There are cracks in the pool deck.
2. There is a crack in the pool wall.
3. The siding for the building is below grade.

2.6. Roofing

This section summarizes the condition of the roofing and drainage structures. This includes a ground-level visual assessment of the roofing shingles, flashing, and downspouts and gutters.

The roofs of all buildings reportedly feature ELK Prestique II architectural roof shingle, dark gray, with a four-way pitch, a ridge vent, and a continuous drip strip. All villa buildings have gutters along the front with downspouts at both ends; some villas also have gutters along the sides and rear of the building. The roof shingles and gutters are in good condition and are appear to be adequate. However, the gutters are full of debris and should be cleaned. Pine needles that have collected in the roof valleys should also be removed (see photograph 34).

2.7. Americans With Disabilities Act (ADA) Compliance

Assessment of ADA compliance is restricted to an evaluation of parking accessibility, the ratio of handicap-accessible (H/A) to total parking spaces, and accessibility to the building.

Regulations for sites with 1 to 25 vehicles require a minimum of 1 handicap-accessible space with 1 in every 8 accessible spaces being van-accessible. Handicap-accessible spaces should be at least 96 inches wide and should feature an adjacent isle at least 60 inches wide. Van-accessible spaces should also be at least 96 inches wide but require an adjacent isle of at least 96 inches. Spaces should be appropriately identified through the use of pavement markings and signage. Accessible spaces should be distributed throughout the site but located as close as possible to the intended destination.

The ramp geometer and surface characteristics at this property may not meet the intent of the ADA. Due to the width of the sidewalks leading from the building to the spaces, the handicap spaces should have wheel stops to prevent the vehicles from overhanging the sidewalk to maintain a minimum 36-inch access route. Although H/A signs are present, the signs should be mounted high enough so that the sign can be seen when a vehicle is parked in the space. The sign should also say "Van Accessible," along with the international symbol of accessibility. Spaces should be clearly marked with a painted symbol as well. Generally, the access to the buildings would not be considered H/C accessible (see photograph 12 and 13).

3. *Recommended Maintenance*

This section summarizes the recommended maintenance items that should be addressed in the next twelve months, as well as other recommendations based on the visual survey of the facilities at Magnolia North. These recommendations are based on the limited visual survey performed. In some cases, additional evaluation may be necessary to determine what corrective action is required. Any design or further investigation necessary to perform these repairs is beyond the scope of this project. Also note that some of the repairs recommended below involve repair of construction and/or design problems dating back to the original construction and are beyond routine maintenance.

The following maintenance items are recommended for the next 12-month period, broken out by element category:

3.1. *Civil/Site*

- Re-grade areas around the buildings to improve drainage (Please note that drainage around the buildings has improved since the previous maintenance survey performed in 2000).
- Remove landscaping from around HVAC units.
- Correct slope failure adjacent to building 4811.
- Correct flooding around pool 2.

3.2. *Pavement*

- Repair failed or damaged pavement areas.
- A proper asphalt finish (wearing) course should be installed where missing to prevent additional damage to the asphalt base course and stone subbase, and to improve drainage to the drop inlets.
- Correct drainage problems (areas of standing water).

3.3. *Exterior Facade*

- Tighten all loose PVC handrail brackets – install screws that engage the wood columns.
- Properly attach loose PVC posts to the breezeways floor structure to prevent excessive movement.
- Repairs/sealant are required in the following areas:
  - Porch/breezeway – repair leaks in porch and breezeway waterproofing
  - Utility gaps – repair gaps in the brick in the vicinity of utility conveyances into the building (i.e., hose bibs, HVAC penetrations, and around electrical meter bases)
  - Brick/trim joints – add sealant where missing or insufficient
  - Stair landing to wall intersections – correct gaps at the landing to wall intersections.
- Repair broken patio door at building 4868.
- Repair broken landing board near unit 305/4870.
- Repair loose carpet at unit 202/4830.
- Seal gaps between garage roof and columns.
- Repair loose siding at the end of building 4843
- Nail landing boards at unit 305/4877
- Repair leaks and cracks and paint exterior gypsum ceilings (front breezeways and rear porches), where needed.
- Check and clean gutters.
- Pressure wash buildings 4830 and 4847.
- Repair areas of cracked pool deck at pool 1 and 2.
- Repair backed out nails at the landings.

3.4. *Roofing*

- Check gutters for debris

3.5. *ADA Compliance*

- Add proper signage to all designated H/A spaces.
- Evaluate the access to all public buildings and make corrections as deemed necessary.

3.6. *Other Recommendations*

- Resurfacing of other portions of the drive/parking area may be required to prevent standing water and related long-term damage to the pavement.

- The water intrusion evident on the front breezeway and rear porch ceilings on the first and second floors of some villa buildings should be analyzed further to determine the specific cause, and course of action. Any staining noted on third story roofs may be indicative of roof leaks, which should also be investigated and corrected. The water damage was noticed on older as well as newer buildings.
- The PVC handrails used along the second and third floor breezeways and rear porches should be investigated further to determine code-compliance for load criteria. The connection of these rail systems should comply with the manufacturer's requirements and should engage the underlying wood framing to reduce deflection of the rails. Although there is no specific deflection criterion in the building code, the movement of the rail posts may result in leaks at the waterproofing at the base of the post resulting in deterioration of the connection between the post and floor structure.
- Grade is elevated above the rear porch floor elevation behind several buildings; soil should be removed and re-graded in these areas.
- Yard inlets or French drains should be installed to reduce localized flooding at rear and sides of buildings.

4. Closure

This report has been prepared in accordance with the professional standard of care of George R. Barbour, P.E. No other warranties or guarantees, express or implied, are made or intended. This report has been prepared solely for The Noble Company for the purpose stated herein and should not be relied upon by any other party or for any other purpose. Specifically, this report may not be used in connection with actual renovation or construction of any kind. The conclusions in this report are based on the limited investigation described above. Any reliance on this report by any party other than The Noble Company shall be without liability to George R. Barbour, P.E. or its employees.

Appendix A

Table-1 – Annual Maintenance Survey Form

Client: The Noble Company
Project No.: 210.2

Table-1
BUILDING CONDITION ASSESSMENT
Magnolia North
Assessment Date: 4/15/02

George R. Barbour, P.E.
Engineering and Construction Consultant
300 Harlandale Drive, Wilmington, NC
(910) 686-3995

Category / Condition	Bldg. 1	Bldg. 2	Bldg. 3	Bldg. 4	Bldg. 5	Bldg. 6	Bldg. 7	Bldg. 8	Bldg. 9	Bldg. 10	Bldg. 11	Bldg. 12	Bldg. 13	Bldg. 14	Bldg. 15	Bldg. 16	Bldg. 17	Bldg. 18	Bldg. 20	Bldg. 19	Pool/Bath House	Pool/Bath House
ADDRESS (Orchid Way, Carnation Circle, Dahlia Ct.):	4827	4823	4819	4815	4811	4835	4839	4868	4836	4834	4843	4847	4846	4851	4855	4877	4879	4860	4864	4870	P1	P2
CIVIL/SITE																						
Minor cracks or damage in sidewalk	N	N	N	N	Y	Y	N	Y	N	N	Y	Y	N	Y	N	N	N	N	N	Y	N	N
Surface staining on sidewalk	N	N	N	N	N	Y	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
Landscaping above bottom of HVAC units	N	Y	Y	Y	N	Y	Y	Y	Y	Y	Y	N	N	Y	Y	Y	N	Y	Y	N	N	N
Site grade at or above siding\finish floor (weep holes covered)	N	N	N	N	N	N	N	N	N	N	N	N	N	Y	N	Y	N	Y	N	N	N	N
Grade at or above patio	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	Y	N	Y	N	N
Grade slopes toward building	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	Y	N	N	N	N
Poor drainage with saturated soil	N	Y	N	N	N	N	N	N	N	N	N	Y	N	N	N	N	N	N	N	N	N	N
Poor drainage with standing water	N	Y	N	N	N	N	N	N	N	N	N	Y	N	N	N	N	N	N	N	N	N	N
Excessive slope at drainage conveyance	N	N	Y	N	N	N/A	N	N/A	N/A	N/A	N	Y	N/A	N	N	N	N	N	N	N/A	N	N
Slope failure at drainage conveyance	N	N	Y	N	N	N/A	N	N/A	N/A	N/A	N	Y	N/A	Y	N	N	N	N	N	N/A	N	N
ADA COMPLIANCE																						
H/A ramp meets code for size and slope	N	N	N	Y	Y	Y	N	N	N	Y	N	Y	N	Y	N	Y	N	Y	Y	N	N	N
H/A parking meets ADA code	N	Y	N	Y	Y	Y	N	Y	N	Y	N	Y	N	Y	N	Y	N	Y	N	N	N	N
H/A parking sign meets code	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
Building Assessible	N	Y	N	Y	N	Y	N	Y	N	Y	N	Y	N	Y	N	Y	N	Y	N	N	N	N
PAVEMENTS																						
Faded pavement markings	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
Standing water (or evidence) in parking areas or drive isles	N	Y	N	N	N	N	N	Y	N	Y	N	Y	N	Y	N	Y	N	Y	N	Y	N	N
Pavement failure	N	N	N	N	N	Y	N	Y	N	Y	N	Y	N	Y	N	Y	N	Y	N	Y	N	N
Pavement damage	N	Y	N	Y	N	Y	N	Y	N	Y	N	Y	N	Y	N	Y	N	Y	N	Y	N	N
Wearing surface	N	Y	N	Y	N	Y	N	Y	N	N	N	N	N	N	N	N	N	N	N	N	N	N
Stained pavements or curb	N	Y	N	Y	N	Y	N	Y	N	Y	N	Y	N	Y	N	Y	N	Y	N	Y	N	N
EXTERIOR FAÇADE																						
Unsealed gaps at column/roof/porch	N	N	N	N	N	Y	N	Y	N	Y	N	N	N	N	N	Y	N	Y	N	Y	N	N
Nail pops at landings	N	Y	N	N	N	N	N	N	N	Y	N	Y	N	Y	N	Y	N	Y	N	N	N	N
Loose handrails at stairs and/or breezeways	N	C	N	C	N	C	N	C	N	C	N	C	N	C	N	N	N	C	N	C	N	N
Rusting handrail hardware	N	Y	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
Exposed/rusting nail heads around window frames	N	Y	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
Unsealed gaps at corner of wood band trim	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
Unsealed gaps at intersection of front columns and brick wall/pier	N	N	N	Y	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
Window frame-façade sealant inadequate/cracking	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
Door-frame/threshold sealant missing/cracking	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
Unsealed gaps in brick veneer at utility penetrations	N	Y	N	Y	N	Y	N	Y	N	Y	N	Y	N	Y	N	Y	N	Y	N	Y	N	N
Evidence of moisture intrusion (staining) on ceilings:																						
Rear porches, 1st,2nd, and/or 3rd floors	N	Y	N	N	N	N	N	N	N	N	N	Y	N	Y	N	Y	N	Y	N	N	N	N
Front walkways/landings, 1st,2nd, and/or 3rd floors	N	Y	N	N	N	N	N	N	N	Y	N	N	N	Y	N	Y	N	Y	N	N	N	N
Cracks in ceiling gypsum boards:																						
Rear porches, 1st,2nd, and/or 3rd floors	N	Y	N	Y	N	N	N	Y	N	Y	N	Y	N	N	N	Y	N	N	N	N	N	N
Front walkways/landings, 1st,2nd, and/or 3rd floors	N	Y	N	Y	N	Y	N	Y	N	Y	N	Y	N	Y	N	N	N	N	N	Y	N	N
Unsealed penetrations at landing to wall intersections	N	Y	N	Y	N	Y	N	Y	N	Y	N	N	N	N	N	N	N	N	N	Y	N	N
Steps squeek	N	N	N	Y	N	Y	N	N	N	Y	N	Y	N	Y	N	Y	N	Y	N	Y	N	N
Steps curling	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
Needs paint	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
Needs pressure washing - soffits and fascia	N	N	N	N	N	N	N	N	N	Y	N	N	N	Y	N	N	N	N	N	N	N	N

Consolidated ROA_2167

Client: The Noble Company
Project No.: 210.2

Table-1
BUILDING CONDITION ASSESSMENT
Magnolia North
Assessment Date: 4/15/02

George R. Barbour, P.E.
Engineering and Construction Consultant
300 Harlandale Drive, Wilmington, NC
(910) 686-3995

Category / Condition	Bldg. 1	Bldg. 2	Bldg. 3	Bldg. 4	Bldg. 5	Bldg. 6	Bldg. 7	Bldg. 8	Bldg. 9	Bldg. 10	Bldg. 11	Bldg. 12	Bldg. 13	Bldg. 14	Bldg. 15	Bldg. 16	Bldg. 17	Bldg. 18	Bldg. 20	Bldg. 19	Pool/Bath House	Pool/Bath House
ADDRESS (Orchid Way, Carnation Circle, Dahlia Ct.):	4812	4823	4831	4815	4821	4836	4839	4868	4830	4834	4843	4847	4848	4851	4855	4877	4878	4860	4864	4870	[illegible]	[illegible]
Needs pressure washing - siding	[illegible]	N	[illegible]	N	[illegible]	N	[illegible]	N	[illegible]	N	[illegible]	Y	[illegible]	Y	[illegible]	N	[illegible]	N	[illegible]	N	[illegible]	[illegible]
Missing dryer vent cover	[illegible]	N	[illegible]	Y	[illegible]	N	[illegible]	N	[illegible]	N	[illegible]	N	[illegible]	N	[illegible]	N	[illegible]	N	[illegible]	N	[illegible]	[illegible]
Rusting lintels	[illegible]	N	[illegible]	N	[illegible]	N	[illegible]	N	[illegible]	N	[illegible]	Y	[illegible]	Y	[illegible]	N	[illegible]	Y	[illegible]	N	[illegible]	[illegible]
Missing rail post cap	[illegible]	H	[illegible]	N	[illegible]	N	[illegible]	Y	[illegible]	N	[illegible]	N	[illegible]	N	[illegible]	N	[illegible]	N	[illegible]	N	[illegible]	[illegible]
Rail connection loose	[illegible]	Y	[illegible]	Y	[illegible]	Y	[illegible]	Y	[illegible]	Y	[illegible]	Y	[illegible]	Y	[illegible]	N	[illegible]	Y	[illegible]	Y	[illegible]	[illegible]
	[illegible]		[illegible]		[illegible]		[illegible]		[illegible]		[illegible]		[illegible]		[illegible]		[illegible]		[illegible]		[illegible]	[illegible]
	[illegible]		[illegible]		[illegible]		[illegible]		[illegible]		[illegible]		[illegible]		[illegible]		[illegible]		[illegible]		[illegible]	[illegible]

LEGEND:
- Y - Condition identified observed in at least one location
- N - Condition identified not observed
- C - Repairs presently needed – potential safety hazard

Consolidated ROA_2168

Appendix B

Photographs

Magnolia North
Photograph Log

1. Front elevation building 4811.
2. Left elevation building 4811.
3. Slope failure at drainage conveyance near building 4811.
4. Steep slope at the drainage conveyance to the rear of building 4811.
5. Meter bases sealed with foam material.
6. Unsealed landing framing to wall intersection building 4811.
7. Unsealed brick termination at door to garage at building 4815 unit 104.
8. Failed handrail connection at building 4815 unit 204.
9. Cracks in the water proofing around the base of the guardrail post at building 4815 unit 204.
10. Area of roof that drains onto the landings (as reported by unit owner).
11. Garage siding below grade.
12. Standing water in handicap parking space at building 4868.
13. Typical asphalt handicap ramp.
14. Erosion adjacent to slab-on-grade at landing at building 4868.
15. Typical crack in slab-on-grade at landing at building 4868.
16. Typical unsealed opening in column at intersection with garage roof (building 4868).
17. Typical exposed untreated edge of breezeway decking (building 4868).
18. Unsealed landing to brick wall intersection.
19. Standing water, no wearing surface and broken pavement at Carnation Drive.
20. Pavement failure and no wearing course in front of building 4870.
21. Exposed, untreated edge of breezeway deck.
22. Failed rail connection at 4870.
23. Failed landing board and building 4870.
24. Exposed sheathing above brick veneer at building 4839.
25. Rust stains beneath lintel at building 4847.
26. Gap in brick at balcony at building 4839.
27. Loose siding at building 4943.
28. Rust stains beneath lintel at building 4847.
29. Rail connection at built-out column at building 4846.
30. Crack in pool wall at pool number 2.
31. Typical water stains at balcony ceilings (building 4851).
32. Water stain ceiling finishes.

PHOTO 1

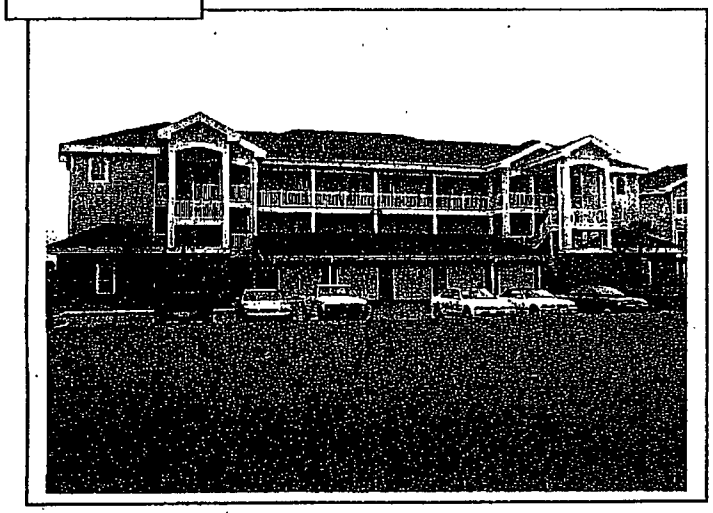


PHOTO 2

PHOTO 3

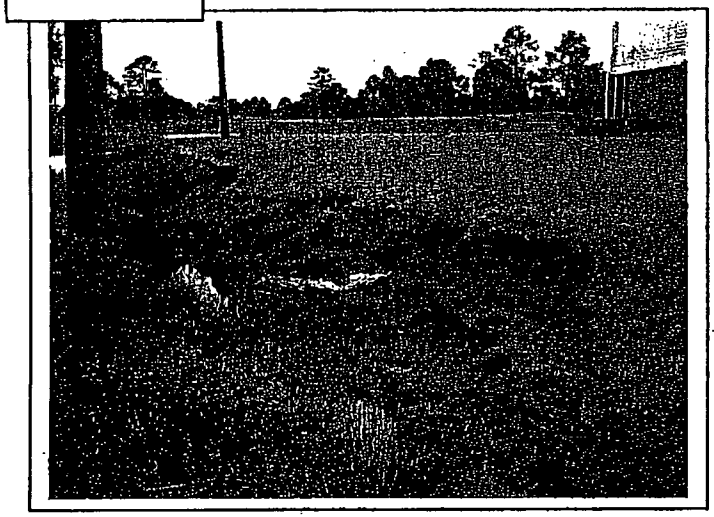


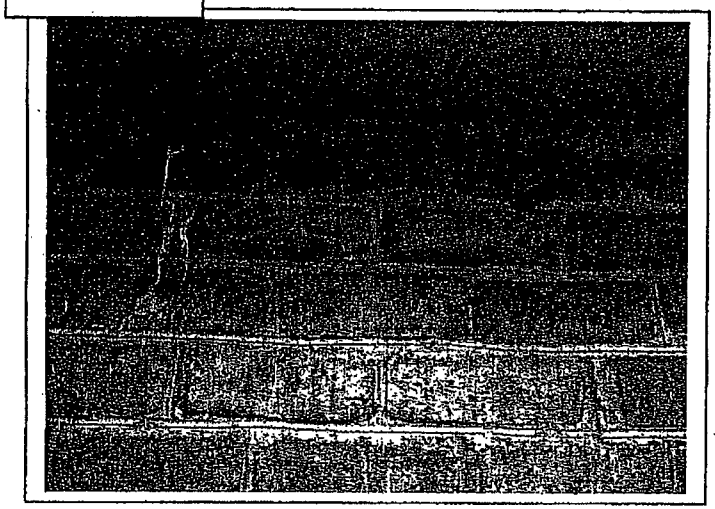
PHOTO 4

George R. Barbour, P.E.
Engineering and Construction Consultant
(910) 686-3995

Project: **Magnolia North**
Subject: Annual Maintenance Survey
Photograph Page 1

Consolidated ROA_2171

PHOTO 5



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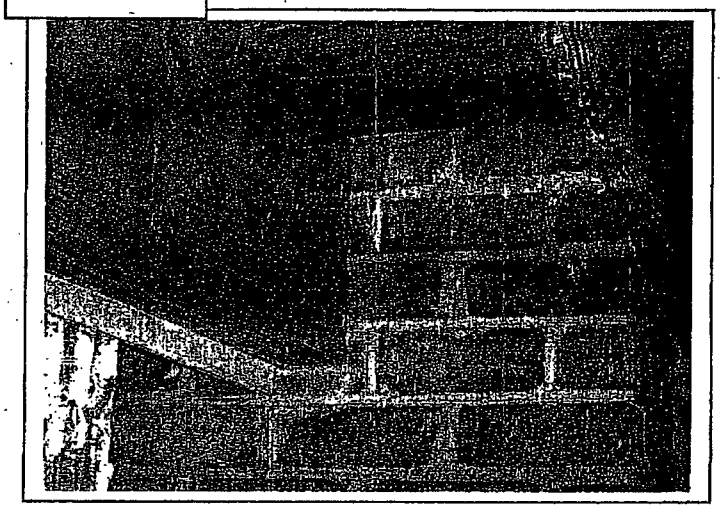

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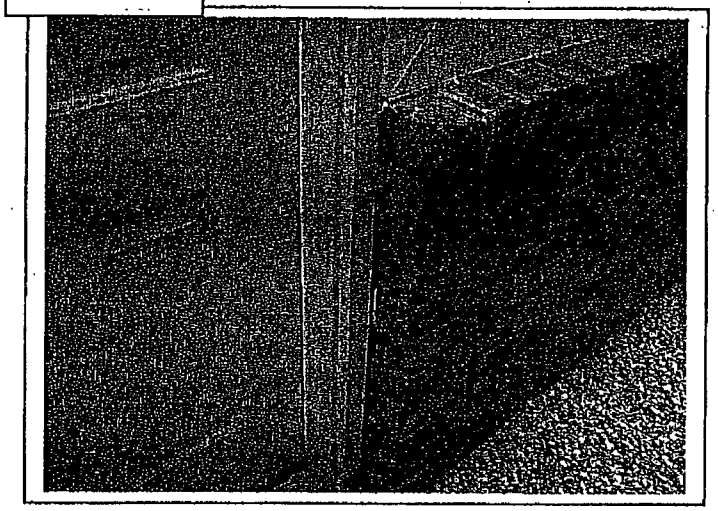

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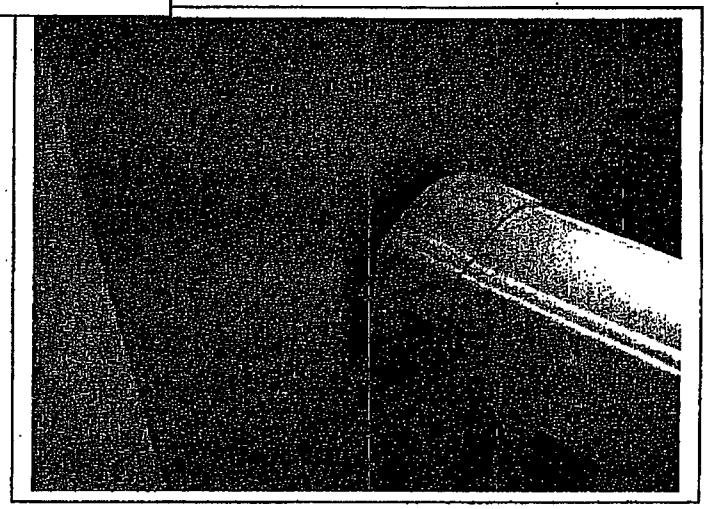
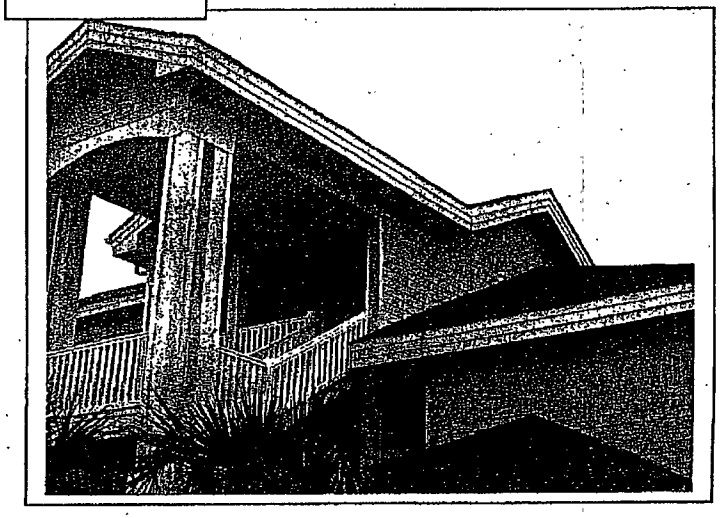


Consolidated ROA_2172

PHOTO 9

PHOTO 10



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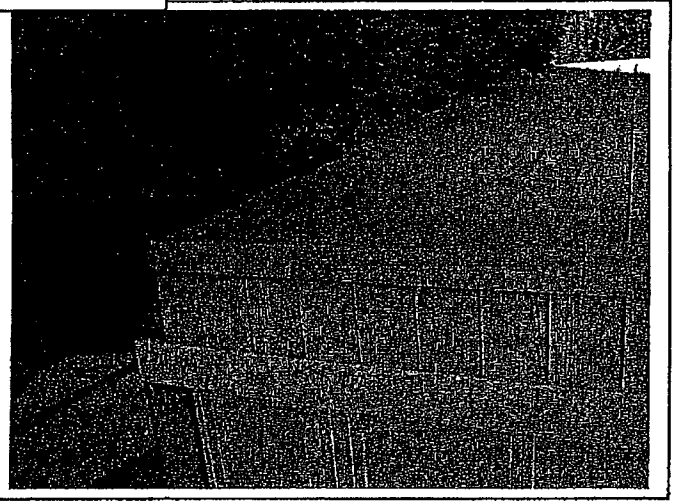

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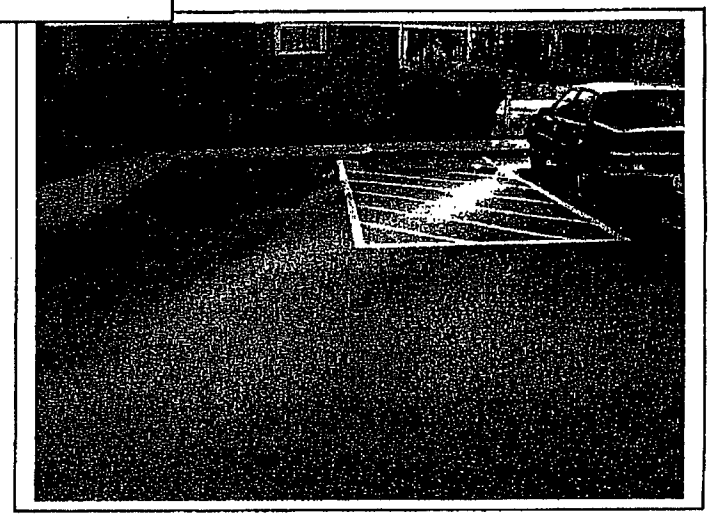
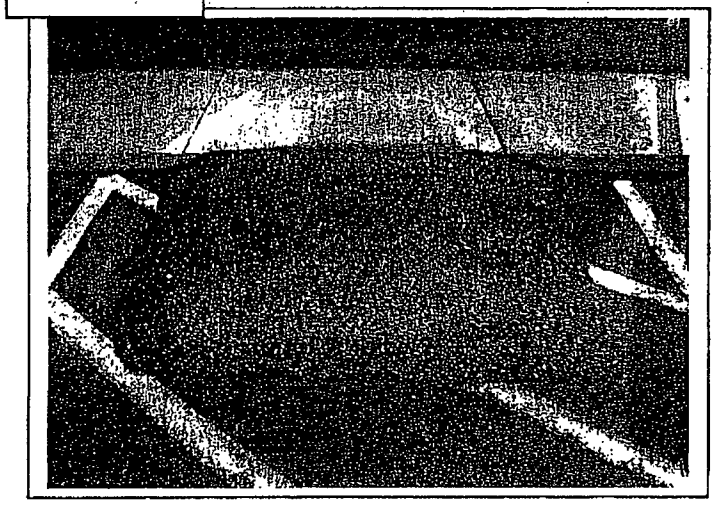


Consolidated ROA_2173

PHOTO 13



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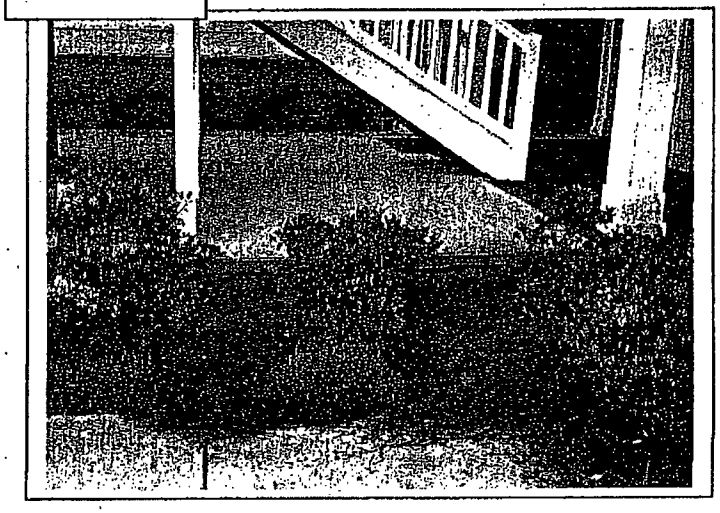
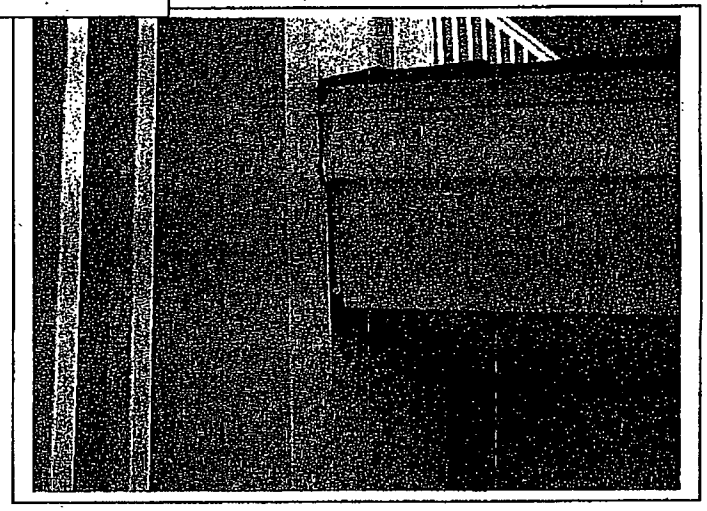


PHOTO 15

PHOTO 16

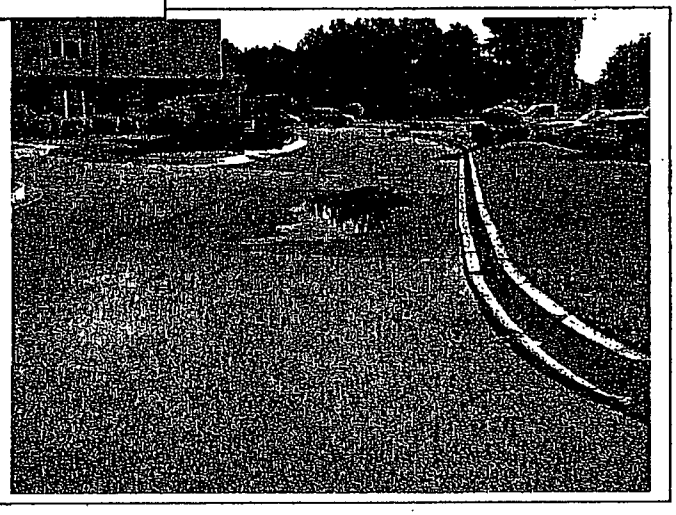


Consolidated ROA_2174

PHOTO 17

PHOTO 18

PHOTO 19



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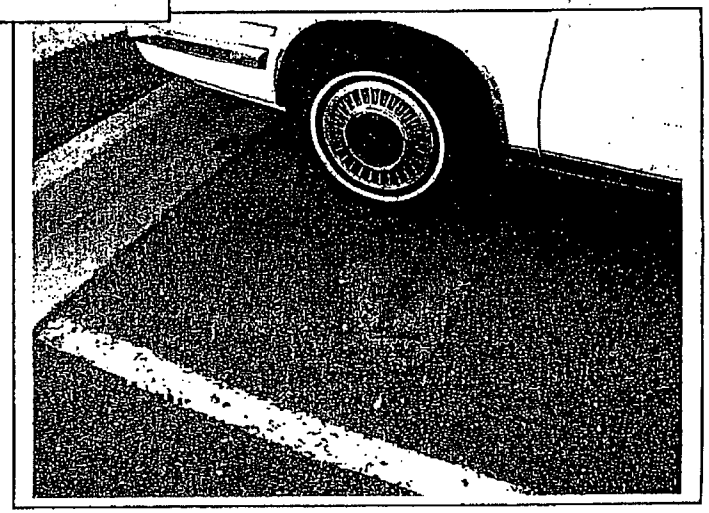
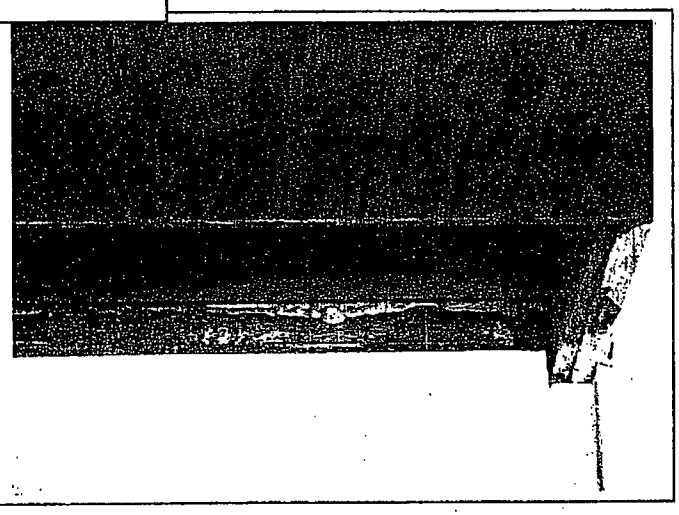


George R. Barbour, P.E.
Engineering and Construction Consultant
(910) 686-3995

Project: **Magnolia North**
Subject: Annual Maintenance Survey
Photograph Page 5

Consolidated ROA_2175

PHOTO 21



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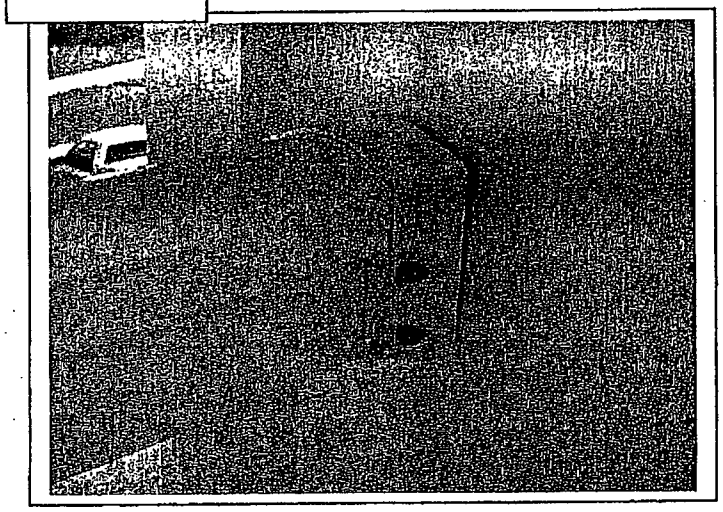
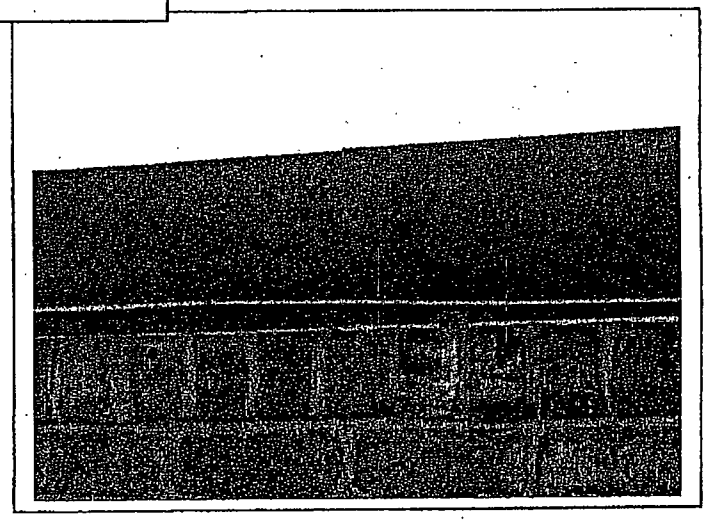


PHOTO 23

PHOTO 24

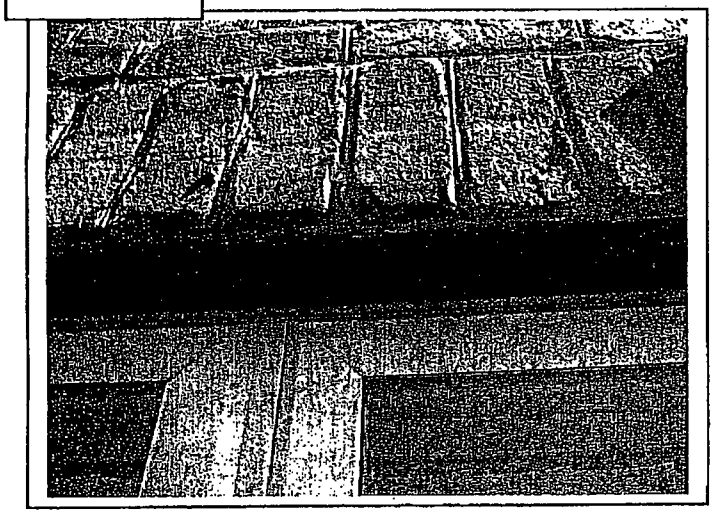


George R. Barbour, P.E.
Engineering and Construction Consultant
(910) 686-3995

Project: **Magnolia North**
Subject: Annual Maintenance Survey

Consolidated ROA_2176

PHOTO 25



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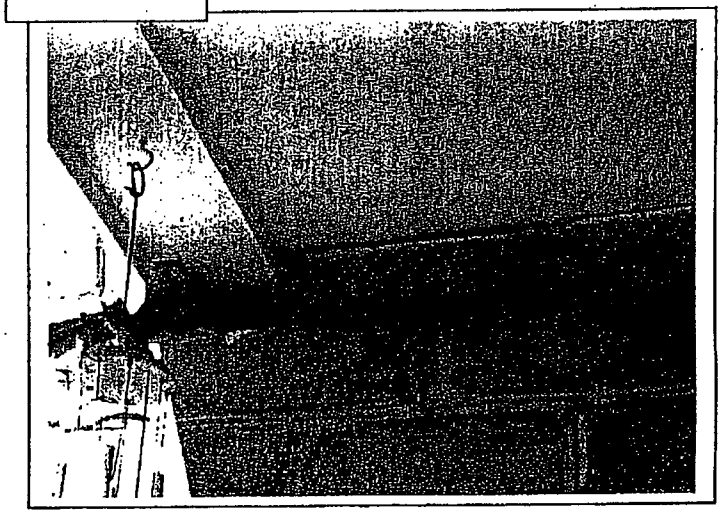

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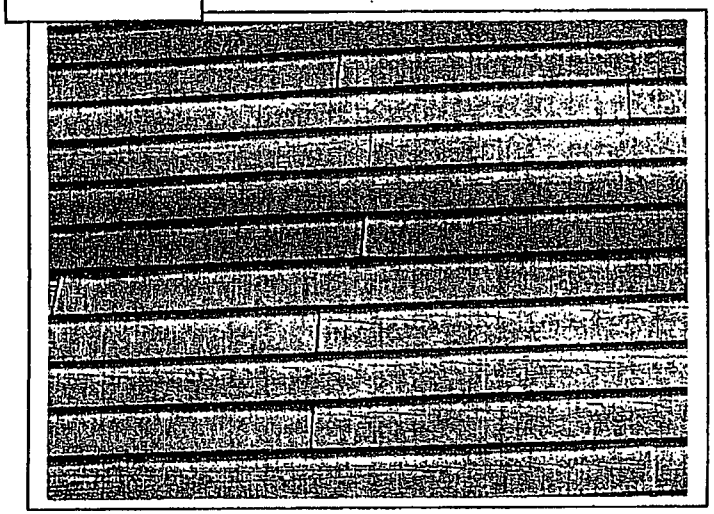
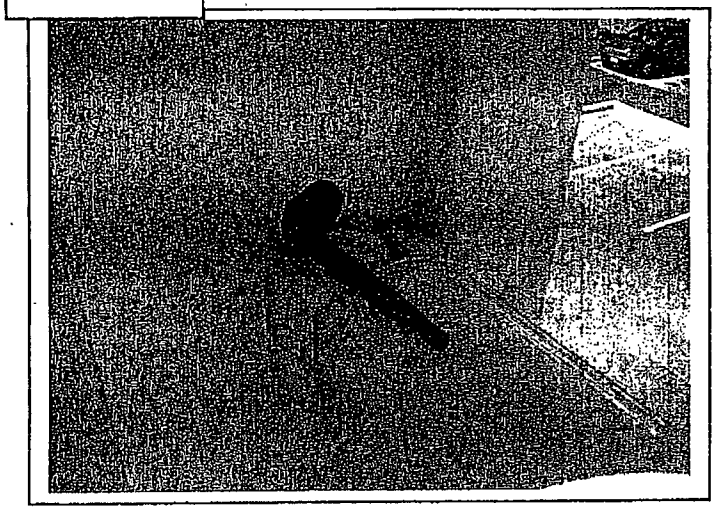


PHOTO 28

George R. Barbour, P.E.
Engineering and Construction Consultant
(910) 686-3995

Consolidated ROA_2177

PHOTO 29



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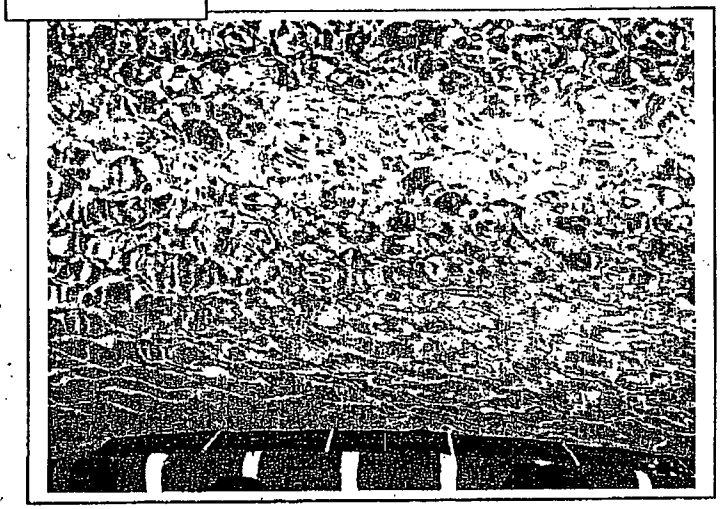
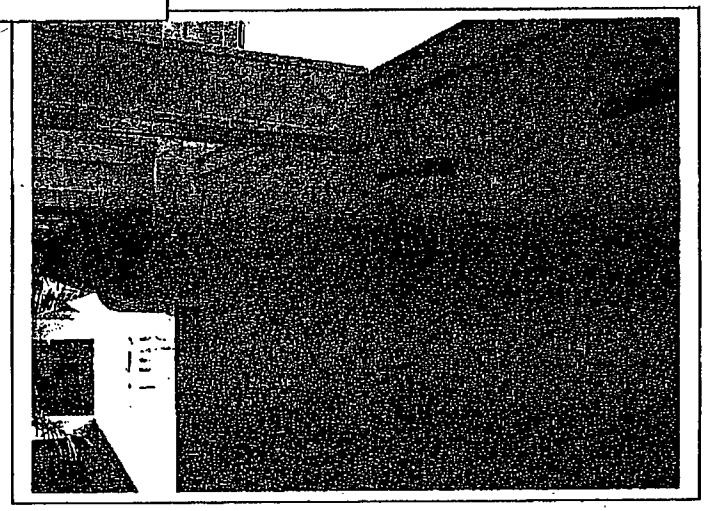


PHOTO 31

PHOTO 32



George R. Barbour, P.E.
Engineering and Construction Consultant
(910) 686-3995

Project: **Magnolia North**
Subject: Annual Maintenance Survey
Photograph Page 8

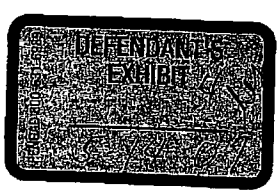
PALMETTO SEALING
PO Box 346
Conway, SC 29528

Invoice No.	1170
Page	1

BILL TO	JOB NO
NOBLE COMPANY 1125 48TH AVE. N. MYRLTE BEACH SC 29577	3111 MAGNOLIA PHASE 1

Invoice Date	Invoice No.	Customer No.	Payment Terms	Contract No.
10/19/06	1170	NOBLE	DUE UPON RECEIPT	

Quantity		Description	Unit Price	Extended Price
1.00 LS	1.	Demolition & Disposal	10000.0000	10,000.00
80.00 LF	2.	To install 36" HDPE drainage pipe 80 LF	100.0000	8,000.00
5.00 EA	3.	To install Rip Rap @ pond (5) loads	1250.0000	6,250.00
11.00 EA	4.	To install, grade & compact fill dirt (11) loads	300.0000	3,300.00
2.00 EA	5.	To install & grade topsoil (2) loads	500.0000	1,000.00
4.00 EA	6.	To install & grade MLBC Base Material (4) loads	600.0000	2,400.00
60.00 LF	7.	To install 18" Curb & Gutter 60 LF	20.0000	1,200.00
80.00 LF	8.	To install 6" sidewalk 80 LF	10.0000	800.00
528.00 SF	9.	To form, install #4 rebar pour w/6" 4000 PSI 528 SF	15.0000	7,920.00
300.00 SY	10.	To pave w/4" type 1 asphalt 300 SY's	25.0000	7,500.00



Gross	Retainage	Tax	Net Amount
48,370.00	.00	.00	48,370.00

PALMETTO SEALING COMPANY, INC.

P. O. BOX 346
CONWAY, SC 29528
PHONE: (843) 365-2156 FAX: (843) 365-7733/5436

ST 7-18-01
E 7-21-06
Job# 3111

DATE: 7/14/2006

PROPOSAL SUBMITTED TO:
MAGNOLIA TOWN HOMES HOA
ADDRESS:
1125 48TH AVE N
CITY, STATE, ZIP CODE:
MYRTLE BEACH, S.C. 29577

PHONE:
449-6625
FAX:
449-6007
JOB CONTACT:
SCOTT HARMON
JOB NAME:
MAGNOLIA @ 48TH

We hereby submit specifications and estimates:

1) TO REMOVE SECTION CURB
2) TO SAW CUT & REMOVE ASP. BASE &SUBGRADE
3) TO REPAIR 36" DRAINAGE PIPE
4) TO PLACE NEW FILL & COMPACT
5) TO PLACE BASE & COMPACT
6) TO PAVE WITH 2" ASPHALT

$7,500.00

Total Amount: $ 7,500.00

Payment to be made as follows:
Upon Completion

NOTE: This proposal may be withdrawn, if not accepted within 15 days.

Authorized Signature: _____ DATE: 7/14/2006

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: 7-14-2006 Signature: _____

Signature: _____

PALMETTO SEALING COMPANY IS AN EEO EMPLOYER. WE DO NOT DISCRIMINATE AGAINST RACE, COLOR, SEX, RELIGION OR NATIONAL ORIGIN.

MAGNOLIA NORTH

012709

DATE	VENDOR	DESCRIPTION	AMOUNT
011503	GRAND SOUTH CONST	BLDG 4811-101 DECK REPAIR	750.00
011503	GRAND SOUTH CONST	BLDG 4811-204 DECK REPAIRS	750.00
021003	GRAND SOUTH CONST	BLDG 4811-304 DECK REPAIR	750.00
112403	BA'S HOME IMPROVEMEN	305,202 BALCONY	2420.00
120603	BA'S HOME IMPROVEMEN	PROP559 DECK REPAIR	4150.00
012604	BA'S HOME IMPROVEMEN	FLOOR LANDING 4819/4834	2270.00
021204	BA'S HOME IMPROVEMEN	BLDG 4815-205 HALLWAY	3670.00
021704	BA'S HOME IMPROVEMEN	BLDG 4815-205 HALLWAY	870.00
031604	BA'S HOME IMPROVEMEN	R/R/ SHEETROCK	540.00
031604	BA'S HOME IMPROVEMEN	DECK REPAIRS	5145.00
051204	BA'S HOME IMPROVEMEN	R/R 101,102 HANDRAILS/PLYWO	2585.00
060704	BA'S HOME IMPROVEMEN	BLDG 4843 R/R/ SIDING	1765.00
061404	BA'S HOME IMPROVEMEN	1-301 REPAIR DECK/HANDRAILS	2625.00
062504	BA'S HOME IMPROVEMEN	BLDG 4879-102 REPAIRS	410.00
062604	BA'S HOME IMPROVEMEN	BLDG 4827 REPAIRS	710.00
070104	BA'S HOME IMPROVEMEN	BLDG4819,4823 MAJOR REPAIRS	8800.00
070604	BA'S HOME IMPROVEMEN	BLDG 4827/4815 WINDOW CASINGS	7000.00
080304	BA'S HOME IMPROVEMEN	BLDG 4843-4847 WINDOW CASINGS	7600.00
080304	BA'S HOME IMPROVEMEN	BLDG 4835/4839 WINDOW CASINGS	4800.00
083104	B T S INC	17-105 MAJOR REPAIRS	4490.00
082204	B T S INC	BALANCE ON 17-105	6735.00
083104	B T S INC	17-105 MAJOR REPAIRS	4490.00
082204	B T S INC	17-105 BALANCE	6735.00
092204	B T S INC	20 WINDOW SEALS REPAIRED	2000.00
092804	B T S INC	16-205 REPAIR RAILING	100.00
072605	B T S INC	STARTUP DECKS & CEILINGS	19771.00
082605	B T S INC	STARTUP DECKS & CEILINGS	10479.00
082205	B T S INC	REPAIRS 16 DECKS	8000.00
083005	BA'S HOME IMPROVEMEN	BLDG 4879/4870 HALLWAYS	1450.00
090105	B T S CONSTRUCTION	20 DECKS	38864.00
092105	B T S CONSTRUCTION	BALANCE ON DECKS 10%	36619.20
092605	B T S CONSTRUCTION	HERTZ FORK LIFT	1309.35
100305	B T S CONSTRUCTION	5 SCREEN ENCLOSURES	4250.00
100305	B T S CONSTRUCTION	5 BLGD,45 COLUM,25 WINDOW	16875.00
101425	B T S CONSTRUCTION	BALANCE 10%	4068.80
112105	B T S CONSTRUCTION	BLDG 8 & 5 REPAIRS	4820.00
120605	B.T S CONSTRUCTION	BLDG 5 MATERIALS & LABOR	5871.10
121305	B T S CONSTRUCTION	REPAIRS ON DECK	850.00
103006	CRM	BLDG 4837-305 REPAIRS	243.00
103006	CRM	BLDG 4827-102 REPAIRS	75.00
110706	CRM	BLDG 4830-203 REPAIR CEILING	472.50
110706	CRM	BLDG 4830-303 REPAIR DRYWALL	390.00
112406	CRM	BLDG 4880-201	35.00
112706	CRM	BLDG 4830-9A	168.75
120406	CRM	BLDG 4856-GARAGE B	35.00
120406	CRM	BLDG 4868-202 WATER STAIN	147.00

120406	CRM	4877 ROTTEN COLUMNS	625.00
120406	CRM	4879 ROTTEN COLUMNS	562.50
120606	CRM	BLDG 4843-204	156.25
120706	CRM	BLDG 4834-104	107.43
120706	CRM	BLDG 4855-301	17.50
121106	CRM	BLDG 4864-304	125.00
121216	CRM	BLDG 4832 REPLACE ROTTED WOOD	875.00
121206	CRM	BLDG 4868 CEILING REPAIRS	437.50
121306	CRM	BLDG 4815-102 REPAIRS	170.17
121406	CRM	BLDG 4834-304 REPAIRS	337.00
121406	CRM	BLDG 4846-303 ROOF LEAK	550.00
122006	CRM	BLDG 4827 WALKWAY CEILING	437.50
010307	CRM	BLDG 4847 GARAGE GUTTER	80.50
011007	CRM	BLDG 4851-305 WATER SPOTS	97.17
011007	CRM	BLDG 4856-105 REPAIR CEILING	289.98
011507	CRM	BLGD 4868-102 PATIO CEILING	156.86
012207	CRM	BLDG 4830-102,202 REPAIRS	45.00
021507	CRM	BLDG 4855 MAIN LINE SPRINLER	647.10
021507	CRM	REPAIR 2 RAILINGS	47.63
021507	CRM	BLDG 4830-101 REPAIRS	55.74
022007	CRM	BLDG 4839 GUTTERS	148.96
022707	CRM	BLDG 4823-201 REPAIRS	99.67
030207	CRM	BLDG 4819-203 REPAIRS	294.78
030807	CRM	BLDG 4819-101 SEAL/PAINT CEILING	576.63
031407	CRM	BLDG 4811-202 DRYWALL REPAIR	637.44
032007	CRM	REPAIR CRACKS & HOLES	168.67
032107	CRM	BLDG 4855-104 CEILING REPAIR	294.67
032807	CRM	BLDG 4823-201 REPIAR CEILING	80.13
040407	CRM	BLDG 4839 SHEETING UNDER GUTTER	162.00
041307	CRM	BLDG 4839 REPLACE ALUM FACIA	157.00
041407	CRM	BLDG 4877-101 REPAIR CEILING	57.94
042007	CRM	BLDG 4870 REPAIRS	225.00
042007	CRM	BLDG 4846 4 COLUMNS	430.00
042007	CRM	BLDG 4847 REPLACE 15 COLUMNS	1612.50
042007	CRM	BLDG 4870 4 COLUMNS	430.00
042007	CRM	BLDG 4843 13 COLUMNS	1391.00
042607	CRM	BLDG 4830 REPAIR ROTTEN STAIRS	318.53
050307	CRM	BLDG 4819-202 PAINT CEILING	325.00
051007	CRM	BLDG 4834 ROTTEN COLUMNS	981.50
052108	CRM	BLDG 4834 -101 REPAIRS	200.00
052107	CRM	BLDG 4830,39,64 REPAIS COLUMNS	4330.00
052107	CRM	BLDG 4835-105 CRACKED CEILING	65.00
052107	CRM	INSTALL 5 ROOF VENTS	350.00
052207	CRM	BLDG 4819-202 PAINT CEILING	50.00
052207	CRM	BLDG 4839-102 REPLACE TRIM	728.00
052407	CRM	BLDG 4830-305 REPAIR CEILING	130.00
052407	CRM	BLDG 4881-203 REPAIR CEILING	100.00
052507	CRM	BLDG 4868 REPLACE BOARDS WINDOWS	167.00
052607	CRM	BLDG 4878-101 INSTALL ACCESS PANEL	275.00
052607	CRM	UNIT 101 LR CEILING	85.00
052807	CRM	REPAIR SOFT SPOTS 4 UNITS	1835.00
060707	CRM	HAND RAIL NEAR 205	50.00

061107	CRM	BLDG 4880-201 REPLACE DRYER VENT	75.00
061807	CRM	BLDG 4827-201 & 101 LEAKING	25.00
061807	CRM	2ND FLOOR BREEZEWAY REPAIRS	230.00
062907	CRM	BLDG 4835 REPLACE COLUMS	585.00
070507	CRM	BLDG 4877 WALKWAY CEILING	250.00
072607	CRM	BLDG 4868 REPAIR HAND RAIL	35.00
072707	CRM	BLDG 4877 REPAIR HANDRAIL	35.00
073007	CRM	BLDG 4880-101 REPAIRS	245.45
073007	CRM	BLDG 4879-301 REPAIRS	48.18
080107	CRM	BLDG 4881-205 REPAIRS	97.50
080107	CRM	BLDG 4872, 4877 REPAIRS	65.00
080107	CRM	BLDG 4868 BREEZEWAY REPAIRS	780.00
080107	CRM	BLDG 4815 1ST FLOOR HALLWAY	162.50
081007	CRM	BLDG 4877-102 CEILING REPAIR	35.00
081607	CRM	BLDG 4860-201, 301 ROOF LERAK	35.00
081607	CRM	BLDG 4815-205 KILZ CEILING	60.00
082807	CRM	BLDG 4880-103 REPAIRS	70.00
082807	CRM	BLDG 4851-104, 105 REPAIRS	70.00
082807	CRM	BLDG 4851-305 REPAIRS	87.50
090607	CRM	NEW BRACING RISERS 105, 205	346.98
090707	CRM	BLDG 4851-102 REPAIR WINDOWS	259.71
092407	CRM	BLDG 4881-201 REPAIRS	363.24
092507	CRM	BLDG 4860 CAULK GARAGE	122.95
100207	CRM	BLDG 4819 2ND FLOOR RAILING	25.00
101607	CRM	BLDG 4811-305 WATER STAIN CEILING	40.82
103107	CRM	BLDG 4835 GARAGE TRIM REPLACED	2388.00
103107	CRM	REPAIR 7 COLUMN BASES	1656.00
111517	CRM	BLDG 4868 GARAGE CEILING	236.60
112807	CRM	BLDG 4830-102 EXTEND CONDESARE LIN	278.93
011408	CRM	BLDG 4843 REATTACH FLASHING	2442.00
011608	CRM	REPAIRS GARAGE NEXT TO MAINT	162.73
011608	CRM	BLDG 4846-203 CEILING REPAIR	313.78
021808	CRM	BLDG 4851-101, 105 REPAIR CEILING	277.91
022108	CRM	BLDG 4819-101 SEAL GARAGE CORNER	85.64
022508	CRM	TRIM REPAIR 2 UNITS	169.91
022808	CRM	BLDG 4846-101 REPLACE FASCIA	305.93
031408	CRM	BLDG 4851 REPLACE ROTTED BASE	981.50
032808	CRM	BLDG 4843-304 FASCIA LOOSE	708.50
032808	CRM	BLDG 4811-105 CEILING LEAK	52.50
033108	CRM	BLDG 4855-105 TRIM WINDOWS	266.36
033108	CRM	BLGD 4823-101 SEAL BLACONIES	1725.00
033108	CRM	BLDG 4860-303, 104 TRIM WINDOWS	318.11
040308	CRM	BLDG 4868-105 IMPROPER SEWER CAP	200.00
040408	CRM	BLDG 4835 LOOSE RAILING	70.00
041408	CRM	BLDG 4811-105 REPAIR CEILING	35.00
041508	CRM	BLDG 4855-105 REPAIR CRACKS	1072.50
041508	CRM	BLDG 4851 REPAIR BALCONY	1189.50
050208	CRM	BLDG 4839 SOFT SPOTS,COL BASES	1583.75
060208	CRM	BLDG 4881-105 MISSING STAIR BRACES	468.00
060308	CRM	BLDG 4856 REPAIR COLUMN	123.04
061108	CRM	BLDG 4868-105 BALCONY CEILING	361.37
061608	CRM	BLDG 4868-205 SOFT SPOTS BALCONY	340.52

062008	CRM	BLDG 4868-101 BUCKLED TRIM	188.99
070108	CRM	BLDG 4851-205 ROTTED WOOD	188.26
071808	CRM	BLDG 4870-105 REPAIR FLOOR	495.00
081108	CRM	2ND FLOOR LOOSE RAIL/SOFT FLOOR	774.84
081108	CRM	ROOF REPAIRS	318.42
081408	CRM	BLDG 4872 SECURE RAILINGS	59.69
081408	CRM	BLDG 4870-204 ROTTEN WINDOW	151.27
082108	CRM	BLDG 4881-105 REPAIR BALCONY CEIL 41	325.47
082708	CRM	BLDG 4815-303 ROOF LEAK	116.00
082708	CRM	BLDG 4811-204 CEILING REPAIR	754.15
091508	CRM	BLDG 4881-205 SEAL AROUND BALCONY	698.00
091908	CRM	BLDG 4881-205 REPAIR BALCONY CEILIN(	733.70
092408	CRM	BLDG 4860-302 REPLACE SOFFIT	390.00
092408	CRM	REPLACE LOOSE CARPETS	2700.00
093008	CRM	4855 REPAIR WALKWAY CEILINGS	487.50
100208	CRM	4851-205 REPAIR EXT WINDOW	110.50
100208	CRM	4868 BUILD UP MEMBRANE/WATERPROO	2323.00
100508	CRM	4868-105 REPAIR HANDRAIL	35.00
100508	CRM	4835-104,204 REPAIR SOFT SPOT	993.00
100508	CRM	4835-101,102 MEMBRANE AND CEILING	882.50
100908	CRM	4835 REPAIR CEILING CRACKS	1232.40
101408	CRM	4879 BUILD UP MEMBRANE	1544.40
101508	CRM	4851-205 MEMBRANE/WATERPROOF	259.25
101608	CRM	4829-104,204 REPAIR BALCONY	1094.40
102408	CRM	4851-204 BALCONY MEMBRANE	1298.40
102508	CRM	4881-105,305 CEILING COMING DOWN	421.00
102508	CRM	4860-104,202,203 CEILINGS	221.00
110308	CRM	4830-102 SEAL CONDENSATE LINE	102.50
111008	CRM	4815 REPAIR LOOSE RAILINGS	1735.00
111008	CRM	4827 REPAIR LOOSE RAILINGS	1735.00
111008	CRM	4835 REPAIR LOOSE RAILINGS	1041.00
111008	CRM	4800 REPAIR LOOSE RAILINGS	694.00
111008	CRM	4860/4835 REPAIR ROTTEN COLUMNS	1412.25
111208	CRM	4819 REPAIR LOOSE RAILINGS	1388.00
111208	CRM	4823 REPAIR LOOSE RAILINGS	2776.00
111208	CRM	4811 REPAIR LOOSE RAILINGS	694.00
112508	CRM	4877-201 REPLACE ROTTEN TRIM	591.50
112608	CRM	4878 SECURE HANDRAIL	20.00
122208	CRM	4823 REPAIR CARPET BUCKLING	87.50
122208	CRM	4843-303 ROOF LEAK	172.00
122208	CRM	4827-101,102 REPAIRS COLUMN POST	1251.00
012109	CRM	4870-201 ROOF LEAK VENT BOOT	140.50
012209	CRM	4847-105 REPLACE ROTTEN TRIM	660.00
			314790.25

PRIME SOUTH
General Contractors
NC License #54317
SC License # G-108826

PLAINTIFF'S EXHIBIT 36

Proposal

	Work to be performed at:
Magnolia North HOA	Magnolia North Bldgs. 48-11,15,19,23,27, 35,39,43,47,51,55,77,79,70,68,30,34,46,56,60,64.
	Date of Proposal:
MYRTLE BEACH, SC	12/16/04

We hereby propose to furnish all the materials, labor, insurance, and equipment necessary for the completion of:

Magnolia North Retrofit

All material is guaranteed to be as specified, and the above work is to be performed in accordance with any drawings and specifications supplied, and the above work is to be completed in a substantial workmanlike manner for the sum of:

Eight Million, Three Hundred & Ninety Three Thousand, Three Hundred & Fifty Two Dollars

Draw Schedule

Draw for work completed on the 1st and 15th of each month and [illegible]d within 5 working days of the date submitted

The above Base Price is based on the following scope of work:

1. Building permits, schedule inspections, coordinate trades, and supply job schedule. $8,393,352
2. Supply complete job documentation at end of job including detailed pictorial guide of job process, material literature and warranty information, building permit, and other job documents.
3. Supply project management and full time job site supervision.
4. Equip job with office trailer, storage container, dumpster, and sanitary facilities.
5. Build scaffold at all work areas, per OSHA standards. Supply safety barricades.
6. Protection of landscape (see 2nd page of proposal), sidewalks, porches, and other adjacent surfaces.
7. Remove and reinstall exterior wall components necessary for construction.
8. Remove exterior lapped siding and trim from walls and columns.
9. Remove brick rowlock and sills.
10. Remove balcony carpet, sheathing, and hand rails.
11. Remove windows.
12. Install 3/4" treated plywood floor sheathing on balconies, perimeter flashing, Hydrostop waterproof coatings on plywood surface, and outdoor carpet runners to match existing.
13. Install brick rowlock and sills with a 15 degree outward slope.
14. Install waterproof peel and stick membrane flashing in lower portions of window rough openings.
15. Install new solid vinyl windows with a minimal DP rating of 50. Install vinyl head flashing over windows and doors.
16. Install new roof flashings where reclad walls are adjacent to roof.
17. Install stainless steel "Z" flashing curled into top of brick rowlock.

DEPOSITION EXHIBIT
Best 7

SEE PAGE 2 FOR ADDITIONAL ITEMS

Contract Number 3304411612

CONTINUED FROM PAGE 1

18. Install Tyvek weather barrier with Tyvek tape on the seams, correctly interfacing with all flashings, windows, doors, etc..
19. Install Hardi Panel board on columns and Hardi Trim to match existing.
20. Install Hardi Plank siding with Hardi Trim on exterior framed walls to match existing.
21. Reinstall existing balcony hand rails.
22. Paint new siding with Duration paint by Sherwin Williams. Install sealants around windows, doors, and wall penetrations.
23. Add proper footings to bottom of stair tower columns where needed.
24. Recaulk interior side of new windows to existing interior wall.
25. Final cleanup, remove scaffold, remove equipment, remove construction debris.

The following allowances are included in the contract price. If the cost differs from the allowance budget, the contract will be adjusted to reflect the difference.

1. $63,000 ($3,000 Wall framing repairs for each building.)
2. $31,500 ($1,500 Wall sheathing repairs for each building.)
3. $63,000 ($3,000 Balcony framing repairs for each building.)
4. $21,000 ($1,000 Balcony ceiling repairs for each building.)
5. $12,600 ($600 Insulation replacement for each building.)
6. $210,000 ($10,000 Interior wall repairs for each building. Sheet rock, trim, paint.)
7. $42,000 ($2,000 Interior floor finish repairs for each building.)
8. $31,500 ($1,500 Electrical, plumbing, HVAC repairs for each building.)
9. $52,500 ($2,500 Landscape repair for each building.)
10. $42,000 ($2,000 Roof framing, sheathing, and shingle repairs for each building.)
11. $63,500 ($3,000 Balcony ceiling repairs, ceiling expansion joints, and balcony venting for each building.)
12. $21,000 ($1,000 Porch screen repairs for each building.)
13. $31,500 ($1,500 Attic firewall repair for each building.)

NOTE: Add **$1,626,615** to replace all brick on buildings.

NOTE: Garage buildings are not included in this proposal.

NOTE: The buildings will need to be unoccupied during the construction. The duration of construction per each building will be around four to five months, depending on the underlying damage.

Contract Number 3304411612

Turn to the next page for notes and signature lines

Notes regarding this agreement:

- **Prime South** has attempted to included all items necessary for the completion of the proposed work without additional costs. However, any alteration or deviation from the proposed work that involves extra costs will become an extra charge over and above the estimate. Change order items which are subcontracted from **Prime South** will include a twenty percent contractors fee. Change order items performed by Prime South will be a charge of $40 per man hour plus material cost unless a lump sum price is arranged. Change orders may also include equipment rental, port-a-john and dumpster fees, and travel expenses.

- All agreements and schedules are contingent upon weather, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance upon the above work. Owner to supply water and electricity.

- This proposal may be withdrawn by us if not accepted within 30 days.

- Note the pay schedule on Page 1. If this schedule is not acceptable contact **Prime South** and a new schedule will be arranged. Failure to adhere to this payment schedule may cause delays in the completion of your work.

- Landscape may be damaged during the construction. **Prime South** will attempt to minimize this damage, however, **Prime South** will not pay to repair or replace these items unless otherwise agreed upon.

- **Prime South** is not responsible for pictures and other objects inside that may fall during construction. These items should be removed by the owner before the work begins.

- Windows with wood rot damage can sometimes be repaired on the job site. This can save money and time in lieu of ordering new units. Window wood rot may reoccur due to the design of some windows.

- Some roofs may not tolerate construction traffic. **Prime South** will attempt to protect the roof, however, some shingle scarring may occur.

- Alarm systems may need to be rewired due to remediation. This will be an additional charge unless prior arrangements have been made. If your house has an alarm system, please make arrangements with **Prime South** before work begins.

- Nail pops or cracks on the interior may occur depending on the condition of the existing sheetrock and the extent of the repairs to the walls. These repairs are addressed in the proposal in the "allowance" for wood rot and ancillary damages.

- The construction process may require delivery trucks or other vehicles to be on the driveway. Occasionally some fluids from these vehicles may leave spots or stains on the driveway.

- **Notice of Right to Cancel** You have the right to cancel this contract without any cost to you within three business days of the execution of this contract (the date which you sign the acceptance provision of this contract). You may use any written statement that is signed and dated by you and states your intention to cancel. You must notify us of your intention to cancel no later than midnight of the third business day at 1410 St. Andrews Rd., Ste. 280, Columbia, SC, 29210.

Respectfully submitted_____

Al Best for Prime South of the Carolinas LLC

Acceptance of proposal

Contract Number 3304411612

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Please place this job in your tentative schedule.

Date:_____ Signature:_____

Expanded comments

Proposal for: Magnolia North Bldgs. 48-11,15,19,23,27, 35,39,43,47,51,55,77,79,70,68,30,34,46,56,60,64.

	A	B	C	D	E	F	G
1	JOB NAME	TYPE	BUILDER			DATE	
2	Magnolia North all units	reclad	PSC LLC.			13/12/04	
3	LOCATION						
4	Myrtle Beach						
5		MATERIA	MATERIAL	MATERIAL	LABOR	LABOR	
6	ITEM	QUANTITY	AXED UNIT	TOTAL $	IAN HOUR	TOTAL $	TOTAL $
7							
8	MOBILIZATION			$0		$0	$0
9	building permit	21	2000.00	$42000		$0	$42000
10	job trailor	21	300.00	$6300		$0	$6300
11	storage trailor	21	100.00	$2100		$0	$2100
12	temporary utilities	21	125.00	$2625		$0	$2625
13	dumpster	21	1500.00	$31500		$0	$31500
14	port-a-john	21	300.00	$6300		$0	$6300
15	signs & barricades	21	50.00	$1050		$0	$1050
16				$0		$0	$0
17	EQUIPMENT			$0		$0	$0
18	scaffold	21	35925.00	$754425		$0	$754425
19	fork lift	21	1500.00	$31500		$0	$31500
20	misc. rental tools	21	250.00	$5250		$0	$5250
21				$0		$0	$0
22	DEMOLITION			$0		$0	$0
23	Brick removal		2.00	$0		$0	$0
24	Column cladding removal	51345	0.75	$38509		$0	$38509
25	Hardi-Plank removal	172087	0.75	$129065		$0	$129065
26	balcony carpet & sheathing	80538	1.00	$80538		$0	$80538
27	Brick rowlock/sills removal	8933	2.00	$17866		$0	$17866
28	electrical (wiring & panels)	21	350.00	$7350		$0	$7350
29	HVAC	21	350.00	$7350		$0	$7350
30	misc. building components			$0	1050	$29400	$29400
31	Balcony handrails removal			$0	1680	$47040	$47040
32				$0		$0	$0
33	PROTECTION			$0		$0	$0
34	6 mil poly (exposed walls)	147	50.00	$7350	1470	$41160	$48510
35	tape & tacs	21	125.00	$2625		$0	$2625
36	plywood (dumpster, trailor)	210	15.00	$3150	42	$1176	$4326
37	carpet runners	21	100.00	$2100	242	$6776	$8876
38				$0		$0	$0
39	CARPENTRY/FRAMING			$0		$0	$0
40	Floor sheathing adhesive	2536	3.00	$7608		$0	$7608
41	balcony floor sheathing	2536	48.35	$122616	2536	$71008	$193624
42	Stair tower footings	44	300.00	$13200	220	$6160	$19360
43	nails	21	300.00	$6300		$0	$6300
44				$0		$0	$0
45	FLASHING/WATERPROOFING			$0		$0	$0
46	roof flashing	872	8.00	$6976	327	$9156	$16132
47	window r/o membrane	210	75.00	$15750	2520	$70560	$86310
48	window head flash	8827	0.75	$6620	1725	$48300	$54920
49	balcony/wall flash	10906	3.00	$32718	920	$25760	$58478
50	balcony perimeter flash	9444	3.00	$28332	2180	$61040	$89372

	A	B	C	D	E	F	G
51	Curf flashing @ brick	7686	3.00	$23058	3040	$85120	$108178
52	balcony floor Hydr-stop	80538	2.50	$201345		$0	$201345
53	misc. perma barrier	168	75.00	$12600	1260	$35280	$47880
54	misc. liquid membrane	42	25.00	$1050	420	$11760	$12810
55	house wrap, tacs, tape	224	150.00	$33600	1404	$39312	$72912
56	Misc. sealants	1008	5.94	$5988	630	$17640	$23628
57				$0		$0	$0
58	CARPENTRY/CLADDING			$0		$0	$0
59	Column cladding and trim	21	7160.00	$150360	2520	$70560	$220920
60	Brick installation		9.00	$0		$0	$0
61	ext. wall trim	21	2940.00	$61740	6510	$182280	$244020
62	balcony trim band	18648	1.00	$18648	1785	$49980	$68628
63	ext. wall Hardi Plank	208765	1.00	$208765	20035	$560980	$769745
64	window replacement	21	27040.00	$567840	6300	$176400	$744240
65	balcony rails	21	1000.00	$21000	3360	$94080	$115080
66	Brick rowlock	7686	9.00	$69174		$0	$69174
67	Brick window sills	1247	12.00	$14964		$0	$14964
68				$0		$0	$0
69	EXTERIOR FINISHES			$0		$0	$0
70	paint/caulk	21	22043.00	$462903		$0	$462903
71	carpet	7656	12.00	$91872		$0	$91872
72	wall components	21	200.00	$4200	1260	$35280	$39480
73				$0		$0	$0
74	INTERIOR FINISHES			$0		$0	$0
75	touch-up @ windows	21	100.00	$2100	1050	$29400	$31500
76	cleaning service	242	100.00	$24200		$0	$24200
77	ALLOWANCES			$0		$0	$0
78	screen porch enclosure repa	21	1000.00	$21000		$0	$21000
79	wall framing damage	21	3000.00	$63000		$0	$63000
80	wall sheathing damage	21	1500.00	$31500		$0	$31500
81	Balcony ceiling damage	21	1000.00	$21000		$0	$21000
82	Balcony framing damage	21	3000.00	$63000		$0	$63000
83	insulation damage	21	600.00	$12600		$0	$12600
84	interior sheetrock damage	21	1000.00	$21000		$0	$21000
85	interior trim damage	21	1000.00	$21000		$0	$21000
86	interior paint	21	8000.00	$168000		$0	$168000
87	interior floor finishes	21	2000.00	$42000		$0	$42000
88	electrical	21	500.00	$10500		$0	$10500
89	plumbing	21	500.00	$10500		$0	$10500
90	HVAC	21	500.00	$10500		$0	$10500
91	landscape	21	2500.00	$52500		$0	$52500
92	Roof,framing,shingles,sheath	21	2000.00	$42000		$0	$42000
93	balcony/porch vent	21	2500.00	$52500		$0	$52500
94	porch ceiling expansion joint	21	500.00	$10500		$0	$10500
95	attic fire wall repair	21	1500.00	$31500		$0	$31500
96	MISC. LABOR EXPENSES			$0		$0	$0
97	supervision	126	1000.00	$126000		$0	$126000
98	clean-up	21	200.00	$4200	2520	$70560	$74760
99	material pick-up			$0	1260	$35280	$35280
100	weekly meetings			$0	1680	$47040	$47040

	A	B	C	D	E	F	G
101	de-mobilization			$0	84	$2352	$2352
102	punch list			$0	4200	$117600	$117600
103				$0		$0	$0
104	OTHER JOB COSTS			$0		$0	$0
105	freight charges	21	700.00	$14700		$0	$14700
106	gas expenses	21	1400.00	$29400		$0	$29400
107	travel expenses	21	2000.00	$42000		$0	$42000
108	contingency	21	10000.00	$210000		$0	$210000
109				$0		$0	$0
110			0.00	$0		$0	$0
112				$4504581	74230	$2078440	$6583021
114				MATS	MH	LABOR	COST
116					GM		JOB TOT
117					20%		$8228776
118					BOND		GRAND TOT
119					2%		$8393352
120							

	A	B	C	D	E	F	G	H
1	JOB NAME	TYPE	BUILDER			DATE		
2	Magnolia North #4870	reclad	PSC LLC.			10/21/04		
3	LOCATION							
4	Myrtle Beach							
5		MATERI	MATERIAL	MATERIAL	LABOR	LABOR		
6	ITEM	QUANTIT	AXED UNIT	TOTAL $	AN HOU	TOTAL $	TOTAL $	
7								
8	MOBILIZATION			$0		$0	$0	
9	building permit	1	2000.00	$2000		$0	$2000	
10	job trailor	1	300.00	$300		$0	$300	
11	storage trailor	1	100.00	$100		$0	$100	
12	temporary utilities	1	125.00	$125		$0	$125	
13	dumpster	1	1500.00	$1500		$0	$1500	
14	port-a-john	1	300.00	$300		$0	$300	
15	signs & barricades	1	50.00	$50		$0	$50	
16				$0		$0	$0	
17				$0		$0	$0	
18				$0		$0	$0	
19	EQUIPMENT			$0		$0	$0	
20	scaffold	1	35925.00	$35925		$0	$35925	
21	fork lift	1	1500.00	$1500		$0	$1500	
22	misc. rental tools	1	250.00	$250		$0	$250	
23				$0		$0	$0	
24				$0		$0	$0	
25				$0		$0	$0	
26				$0		$0	$0	
27	DEMOLITION			$0		$0	$0	
28	Brick removal		2.00	$0		$0	$0	
29	Column cladding removal	2445	0.75	$1834		$0	$1834	
30	Hardi-Plank removal	7510	0.75	$5632		$0	$5632	
31	balcony carpet & sheathing	3578	1.00	$3578		$0	$3578	
32	Brick rowlock removal	456	2.00	$912		$0	$912	
33				$0		$0	$0	
34				$0		$0	$0	
35				$0		$0	$0	
36	electrical (wiring & panels)	1	350.00	$350		$0	$350	
37	HVAC	1	350.00	$350		$0	$350	
38	misc. building components			$0	50	$1400	$1400	
39	Balcony handrails removal			$0	80	$2240	$2240	
40				$0		$0	$0	
41				$0		$0	$0	
42				$0		$0	$0	
43	PROTECTION			$0		$0	$0	
44	6 mil poly (exposed walls)	7	50.00	$350	70	$1960	$2310	
45	tape & tacs	1	125.00	$125		$0	$125	
46	plywood (dumpster, trailor)	10	15.00	$150	2	$56	$206	
47	carpet runners	1	100.00	$100	10	$280	$380	
48				$0		$0	$0	
49				$0		$0	$0	
50				$0		$0	$0	

	A	B	C	D	E	F	G	H
51				$0		$0	$0	
52	CARPENTRY/FRAMING			$0		$0	$0	
53	floor sheathing adhesive	112	3.00	$336		$0	$336	
54	balcony floor sheathing	112	48.35	$5415	112	$3136	$8551	
55	Stair tower footings		300.00	$0		$0	$0	
56	nails	1	300.00	$300		$0	$300	
57				$0		$0	$0	
58				$0		$0	$0	
59				$0		$0	$0	
60				$0		$0	$0	
61				$0		$0	$0	
62				$0		$0	$0	
63				$0		$0	$0	
64				$0		$0	$0	
65				$0		$0	$0	
66	FLASHING/WATERPROOFING			$0		$0	$0	
67	roof flashing	98	8.00	$784	35	$980	$1764	
68	window r/o membrane	10	75.00	$750	120	$3360	$4110	
69	window head flash	354	0.75	$266	75	$2100	$2366	
70	balcony/wall flash	485	3.00	$1455	40	$1120	$2575	
71	balcony perimeter flash	420	3.00	$1260	100	$2800	$4060	
72	Curf	389	3.00	$1167	145	$4060	$5227	
73	balcony floor Hydro-stop	3578	2.50	$8945		$0	$8945	
74				$0		$0	$0	
75	misc. perma barrier	8	75.00	$600	60	$1680	$2280	
76	misc. liquid membrane	2	25.00	$50	20	$560	$610	
77	house wrap, tacs, tape	10	150.00	$1500	60	$1680	$3180	
78	Misc. sealants	48	5.94	$285	30	$840	$1125	
79				$0		$0	$0	
80				$0		$0	$0	
81				$0		$0	$0	
82	CARPENTRY/CLADDING			$0		$0	$0	
83	Column cladding and trim	1	7160.00	$7160	120	$3360	$10520	
84	Brick installation		9.00	$0		$0	$0	
85	ext. wall trim	1	2940.00	$2940	310	$8680	$11620	
86	balcony trim band	888	1.00	$888	85	$2380	$3268	
87				$0		$0	$0	
88	ext. wall Hardi Plank	8905	1.00	$8905	840	$23520	$32425	
89	window replacement	1	27040.00	$27040	300	$8400	$35440	
90	balcony rails	1	1000.00	$1000	160	$4480	$5480	
91	Brick rowlock	389	9.00	$3501		$0	$3501	
92	Brick window sills	67	12.00	$804		$0	$804	
93				$0		$0	$0	
94				$0		$0	$0	
95				$0		$0	$0	
96				$0		$0	$0	
97				$0		$0	$0	
99				$0		$0	$0	
100				$0		$0	$0	
101	EXTERIOR FINISHES			$0		$0	$0	

	A	B	C	D	E	F	G	H
102	paint/caulk	1	22043.00	$22043		$0	$22043	
103	carpet	336	12.00	$4032		$0	$4032	
104				$0		$0	$0	
105	wall components	1	200.00	$200	60	$1680	$1880	
106				$0		$0	$0	
107				$0		$0	$0	
108				$0		$0	$0	
109				$0		$0	$0	
110				$0		$0	$0	
111				$0		$0	$0	
112				$0		$0	$0	
113	INTERIOR FINISHES			$0		$0	$0	
114				$0		$0	$0	
115	touch-up @ windows	1	100.00	$100	50	$1400	$1500	
116	cleaning service	10	100.00	$1000		$0	$1000	
117				$0		$0	$0	
118				$0		$0	$0	
119				$0		$0	$0	
120				$0		$0	$0	
121				$0		$0	$0	
122				$0		$0	$0	
123				$0		$0	$0	
124	ALLOWANCES			$0		$0	$0	
125	wall framing damage	1	3000.00	$3000		$0	$3000	
126	wall sheathing damage	1	1500.00	$1500		$0	$1500	
127	Balcony ceiling damage	1	1000.00	$1000		$0	$1000	
128	Balcony framing damage	1	3000.00	$3000		$0	$3000	
129	insulation damage	1	600.00	$600		$0	$600	
130	Interior sheetrock damage	1	1000.00	$1000		$0	$1000	
131	interior trim damage	1	1000.00	$1000		$0	$1000	
132	interior paint	1	8000.00	$8000		$0	$8000	
133	interior floor finishes	1	2000.00	$2000		$0	$2000	
134	electrical	1	500.00	$500		$0	$500	
135	plumbing	1	500.00	$500		$0	$500	
136	HVAC	1	500.00	$500		$0	$500	
137	landscape	1	2500.00	$2500		$0	$2500	
138	Roof,framing,shingles,sheath	1	2000.00	$2000		$0	$2000	
139	screen/porch enclosure repa	1	1000.00	$1000		$0	$1000	
140	attic fire wall repair	1	1500.00	$1500		$0	$1500	
141	balcony/porch vent	1	2500.00	$2500		$0	$2500	
142	expansion joints	1	500.00	$500		$0	$500	
143				$0		$0	$0	
144	MISC. LABOR EXPENSES			$0		$0	$0	
145	supervision	6	1000.00	$6000		$0	$6000	
146	clean-up	1	200.00	$200	120	$3360	$3560	
147	material pick-up			$0	60	$1680	$1680	
148	weekly meetings			$0	80	$2240	$2240	
149	de-mobilization			$0	4	$112	$112	
150	punch list			$0	200	$5600	$5600	
151				$0		$0	$0	

	A	B	C	D	E	F	G	H
152				$0		$0	$0	
153				$0		$0	$0	
154				$0		$0	$0	
155				$0		$0	$0	
156				$0		$0	$0	
157				$0		$0	$0	
158	OTHER JOB COSTS			$0		$0	$0	
159	freight charges	1	700.00	$700		$0	$700	
160	gas expenses	1	1400.00	$1400		$0	$1400	
161	travel expenses	1	2000.00	$2000		$0	$2000	
162	contingency	1	10000.00	$10000		$0	$10000	
163				$0		$0	$0	
164				$0		$0	$0	
165				$0		$0	$0	
166				$0		$0	$0	
167				$0		$0	$0	
168				$0		$0	$0	
169				$0		$0	$0	
170			0.00	$0		$0	$0	
172				$211057	3398	$95144	$306201	
174				MATS	MH	LABOR	COST	
176					GM		JOB TOT	
177					20%		$382751	
178					BOND		GRAND TOT	
179					2%		$389386	
180								

	A	B	C	D	E	F	G	H
1	JOB NAME	TYPE	BUILDER			DATE		
2	Magnolia North #4868	reclad	PSC LLC.			10/21/04		
3	LOCATION							
4	Myrtle Beach							
5		MATERI	MATERIAL	MATERIAL	LABOR	LABOR		
6	ITEM	QUANTIT	AXED UNIT	TOTAL $	AN HOU	TOTAL $	TOTAL $	
7								
8	MOBILIZATION			$0		$0	$0	
9	building permit	1	2000.00	$2000		$0	$2000	
10	job trailor	1	300.00	$300		$0	$300	
11	storage trailor	1	100.00	$100		$0	$100	
12	temporary utilities	1	125.00	$125		$0	$125	
13	dumpster	1	1500.00	$1500		$0	$1500	
14	port-a-john	1	300.00	$300		$0	$300	
15	signs & barricades	1	50.00	$50		$0	$50	
16				$0		$0	$0	
17				$0		$0	$0	
18				$0		$0	$0	
19	EQUIPMENT			$0		$0	$0	
20	scaffold	1	35925.00	$35925		$0	$35925	
21	fork lift	1	1500.00	$1500		$0	$1500	
22	misc. rental tools	1	250.00	$250		$0	$250	
23				$0		$0	$0	
24				$0		$0	$0	
25				$0		$0	$0	
26				$0		$0	$0	
27	DEMOLITION			$0		$0	$0	
28	Brick removal		2.00	$0		$0	$0	
29	Column cladding removal	2445	0.75	$1834		$0	$1834	
30	Hardi-Plank removal	8480	0.75	$6360		$0	$6360	
31	balcony carpet & sheathing	3794	1.00	$3794		$0	$3794	
32	Brick rowlock removal	388	2.00	$776		$0	$776	
33				$0		$0	$0	
34				$0		$0	$0	
35				$0		$0	$0	
36	electrical (wiring & panels)	1	350.00	$350		$0	$350	
37	HVAC	1	350.00	$350		$0	$350	
38	misc. building components			$0	50	$1400	$1400	
39	Balcony handrails removal			$0	80	$2240	$2240	
40				$0		$0	$0	
41				$0		$0	$0	
42				$0		$0	$0	
43	PROTECTION			$0		$0	$0	
44	6 mil poly (exposed walls)	7	50.00	$350	70	$1960	$2310	
45	tape & tacs	1	125.00	$125		$0	$125	
46	plywood (dumpster, trailor)	10	15.00	$150	2	$56	$206	
47	carpet runners	1	100.00	$100	12	$336	$436	
48	Plywood windows			$0		$0	$0	
49				$0		$0	$0	
50				$0		$0	$0	

	A	B	C	D	E	F	G	H
51				$0		$0	$0	
52	CARPENTRY/FRAMING			$0		$0	$0	
53	Floor sheathing adhesive	120	3.00	$360		$0	$360	
54	balcony floor sheathing	120	48.35	$5802	120	$3360	$9162	
55	nails	1	300.00	$300		$0	$300	
56	Stair tower footings			$0		$0	$0	b
57				$0		$0	$0	
58				$0		$0	$0	
59				$0		$0	$0	
60				$0		$0	$0	
61				$0		$0	$0	
62				$0		$0	$0	
63				$0		$0	$0	
64				$0		$0	$0	
65				$0		$0	$0	
66	FLASHING/WATERPROOFING			$0		$0	$0	
67	roof flashing	20	8.00	$160	10	$280	$440	
68	window r/o membrane	10	75.00	$750	120	$3360	$4110	
69	window head flash	420	0.75	$315	80	$2240	$2555	
70	balcony/wall flash	510	3.00	$1530	40	$1120	$2650	
71	balcony perimeter flash	444	3.00	$1332	100	$2800	$4132	
72	Curf	318	3.00	$954	160	$4480	$5434	
73	balcony floor Hydro-stop	3794	2.50	$9485		$0	$9485	
74				$0		$0	$0	
75	misc. perma barrier	8	75.00	$600	60	$1680	$2280	
76	misc. liquid membrane	2	25.00	$50	20	$560	$610	
77	house wrap, tacs, tape	11	150.00	$1650	70	$1960	$3610	
78	Misc. sealants	48	5.94	$285	30	$840	$1125	
79				$0		$0	$0	
80				$0		$0	$0	
81				$0		$0	$0	
82	CARPENTRY/CLADDING			$0		$0	$0	
83	Column cladding & trim	1	7160.00	$7160	120	$3360	$10520	
84	Brick installation		9.00	$0		$0	$0	
85	ext. wall trim	1	2940.00	$2940	310	$8680	$11620	
86	balcony trim band	888	1.00	$888	85	$2380	$3268	
87				$0		$0	$0	
88	ext. wall Hardi Plank	10164	1.00	$10164	960	$26880	$37044	
89	window replacement	1	27040.00	$27040	300	$8400	$35440	
90	balcony rails	1	1000.00	$1000	160	$4480	$5480	
91	Brick rowlock	318	9.00	$2862		$0	$2862	
92	Brick window sills	70	12.00	$840		$0	$840	
93				$0		$0	$0	
94				$0		$0	$0	
95				$0		$0	$0	
96				$0		$0	$0	
97				$0		$0	$0	
98				$0		$0	$0	
99				$0		$0	$0	
100				$0		$0	$0	
101	EXTERIOR FINISHES			$0		$0	$0	

	A	B	C	D	E	F	G	H
102	paint/caulk	1	22043.00	$22043		$0	$22043	
103	carpet	360	12.00	$4320		$0	$4320	
104				$0		$0	$0	
105	wall components	1	200.00	$200	60	$1680	$1880	
106				$0		$0	$0	
107				$0		$0	$0	
108				$0		$0	$0	
109				$0		$0	$0	
110				$0		$0	$0	
111				$0		$0	$0	
112				$0		$0	$0	
113	INTERIOR FINISHES			$0		$0	$0	
114				$0		$0	$0	
115	touch-up @ windows	1	100.00	$100	50	$1400	$1500	
116	cleaning service	12	100.00	$1200		$0	$1200	
117				$0		$0	$0	
118				$0		$0	$0	
119				$0		$0	$0	
120				$0		$0	$0	
121				$0		$0	$0	
122				$0		$0	$0	
123				$0		$0	$0	
124	ALLOWANCES			$0		$0	$0	
125	wall framing damage	1	3000.00	$3000		$0	$3000	
126	wall sheathing damage	1	1500.00	$1500		$0	$1500	
127	Balcony ceiling damage	1	1000.00	$1000		$0	$1000	
128	Balcony framing damage	1	3000.00	$3000		$0	$3000	
129	insulation damage	1	600.00	$600		$0	$600	
130	interior sheetrock damage	1	1000.00	$1000		$0	$1000	
131	interior trim damage	1	1000.00	$1000		$0	$1000	
132	interior paint	1	8000.00	$8000		$0	$8000	
133	interior floor finishes	1	2000.00	$2000		$0	$2000	
134	electrical	1	500.00	$500		$0	$500	
135	plumbing	1	500.00	$500		$0	$500	
136	HVAC	1	500.00	$500		$0	$500	
137	landscape	1	2500.00	$2500		$0	$2500	
138	Roof,framing,shingles,sheath	1	2000.00	$2000		$0	$2000	
139	Screen/porch enclosure rep	1	1000.00	$1000		$0	$1000	
140	attic fire wall repairs	1	1500.00	$1500		$0	$1500	
141	Balcony/porch vent	1	2500.00	$2500		$0	$2500	
142	expansion joint	1	500.00	$500		$0	$500	
143				$0		$0	$0	
144	MISC. LABOR EXPENSES			$0		$0	$0	
145	supervision	6	1000.00	$6000		$0	$6000	
146	clean-up	1	200.00	$200	120	$3360	$3560	
147	material pick-up			$0	60	$1680	$1680	
148	weekly meetings			$0	80	$2240	$2240	
149	de-mobilization			$0	4	$112	$112	
150	punch list			$0	200	$5600	$5600	
151				$0		$0	$0	

	A	B	C	D	E	F	G	H
152				$0		$0	$0	
153				$0		$0	$0	
154				$0		$0	$0	
155				$0		$0	$0	
156				$0		$0	$0	
157				$0		$0	$0	
158	OTHER JOB COSTS			$0		$0	$0	
159	freight charges	1	700.00	$700		$0	$700	
160	gas expenses	1	1400.00	$1400		$0	$1400	
161	travel expenses	1	2000.00	$2000		$0	$2000	
162	contingency	1	10000.00	$10000		$0	$10000	
163				$0		$0	$0	
164				$0		$0	$0	
165				$0		$0	$0	
166				$0		$0	$0	
167				$0		$0	$0	
168				$0		$0	$0	
169				$0		$0	$0	
170			0.00	$0		$0	$0	
172				$213469	3533	$98924	$312393	
174				MATS	MH	LABOR	COST	
176					GM		JOB TOT	
177					20%		$390491	
178					BOND		GRAND TOT	
179					2%		$397536	
180								

	A	B	C	D	E	F	G
1	JOB NAME	TYPE	BUILDER			DATE	
2	Magnolia North #4864+7	reclad	PSC LLC.			10/21/04	
3	LOCATION						
4	Myrtle Beach 4864/60/46/77/79/47/55/43						
5		MATERI	MATERIAL	MATERIAL	LABOR	LABOR	
6	ITEM	QUANTIT	AXED UNIT	TOTAL $	AN HOU	TOTAL $	TOTAL $
7							
8	MOBILIZATION						
9	building permit			$0		$0	$0
10	job trailor	1	2000.00	$2000		$0	$2000
11	storage trailor	1	300.00	$300		$0	$300
12	temporary utilities	1	100.00	$100		$0	$100
13	dumpster	1	125.00	$125		$0	$125
14	port-a-john	1	1500.00	$1500		$0	$1500
15	signs & barricades	1	300.00	$300		$0	$300
16		1	50.00	$50		$0	$50
17				$0		$0	$0
18				$0		$0	$0
19	EQUIPMENT			$0		$0	$0
20	scaffold			$0		$0	$0
21	fork lift	1	35925.00	$35925		$0	$35925
22	misc. rental tools	1	1500.00	$1500		$0	$1500
23		1	250.00	$250		$0	$250
24				$0		$0	$0
25				$0		$0	$0
26				$0		$0	$0
27	DEMOLITION			$0		$0	$0
28	Brick removal			$0		$0	$0
29	Column cladding removal		2.00	$0		$0	$0
30	Hardi-Plank removal	2445	0.75	$1834		$0	$1834
31	balcony carpet & sheathing	8748	0.75	$6561		$0	$6561
32	Brick rowlock removal	4010	1.00	$4010		$0	$4010
33		429	2.00	$858		$0	$858
34				$0		$0	$0
35				$0		$0	$0
36	electrical (wiring & panels)			$0		$0	$0
37	HVAC	1	350.00	$350		$0	$350
38	misc. building components	1	350.00	$350		$0	$350
39	Balcony handrails removal			$0	50	$1400	$1400
40				$0	80	$2240	$2240
41				$0		$0	$0
42				$0		$0	$0
43	PROTECTION			$0		$0	$0
44	6 mil poly (exposed walls)			$0		$0	$0
45	tape & tacs	7	50.00	$350	70	$1960	$2310
46	plywood (dumpster, trailor)	1	125.00	$125		$0	$125
47	carpet runners	10	15.00	$150	2	$56	$206
48		1	100.00	$100	12	$336	$436
49				$0		$0	$0
50				$0		$0	$0
				$0		$0	$0

	A	B	C	D	E	F	G
51				$0		$0	$0
52	CARPENTRY/FRAMING			$0		$0	$0
53	floor sheathing adhesive	126	3.00	$378		$0	$378
54	balcony floor sheathing	126	48.35	$6092	126	$3528	$9620
55	Stair tower footings	4	300.00	$1200	20	$560	$1760
56	nails	1	300.00	$300		$0	$300
57				$0		$0	$0
58				$0		$0	$0
59				$0		$0	$0
60				$0		$0	$0
61				$0		$0	$0
62				$0		$0	$0
63				$0		$0	$0
64				$0		$0	$0
65				$0		$0	$0
66	FLASHING/WATERPROOFING			$0		$0	$0
67	roof flashing	20	8.00	$160	8	$224	$384
68	window r/o membrane	10	75.00	$750	120	$3360	$4110
69	window head flash	441	0.75	$331	85	$2380	$2711
70	balcony/wall flash	547	3.00	$1641	50	$1400	$3041
71	balcony perimeter flash	471	3.00	$1413	110	$3080	$4493
72	Curf	378	3.00	$1134	145	$4060	$5194
73	balcony floor Hydro-stop	4010	2.50	$10025		$0	$10025
74				$0		$0	$0
75	misc. perma barrier	8	75.00	$600	60	$1680	$2280
76	misc. liquid membrane	2	25.00	$50	20	$560	$610
77	house wrap, tacs, tape	11	150.00	$1650	70	$1960	$3610
78	Misc. sealants	48	5.94	$285	30	$840	$1125
79				$0		$0	$0
80				$0		$0	$0
81				$0		$0	$0
82	CARPENTRY/CLADDING			$0		$0	$0
83	Column cladding and trim	1	7160.00	$7160	120	$3360	$10520
84	Brick installation		9.00	$0		$0	$0
85	ext. wall trim	1	2940.00	$2940	310	$8680	$11620
86	balcony trim band	888	1.00	$888	85	$2380	$3268
87				$0		$0	$0
88	ext. wall Hardi Plank	10603	1.00	$10603	1000	$28000	$38603
89	window replacement	1	27040.00	$27040	300	$8400	$35440
90	balcony rails	1	1000.00	$1000	160	$4480	$5480
91	Brick rowlock	378	9.00	$3402		$0	$3402
92	Brick window sills	51	12.00	$612		$0	$612
93				$0		$0	$0
94				$0		$0	$0
95				$0		$0	$0
96				$0		$0	$0
97				$0		$0	$0
99				$0		$0	$0
100				$0		$0	$0
101	EXTERIOR FINISHES			$0		$0	$0

	A	B	C	D	E	F	G
102	paint/caulk	1	22043.00	$22043		$0	$22043
103	carpet	384	12.00	$4608		$0	$4608
104				$0		$0	$0
105	wall components	1	200.00	$200	60	$1680	$1880
106				$0		$0	$0
107				$0		$0	$0
108				$0		$0	$0
109				$0		$0	$0
110				$0		$0	$0
111				$0		$0	$0
112				$0		$0	$0
113	INTERIOR FINISHES			$0		$0	$0
114				$0		$0	$0
115	touch-up @ windows	1	100.00	$100	50	$1400	$1500
116	cleaning service	12	100.00	$1200		$0	$1200
117				$0		$0	$0
118				$0		$0	$0
119				$0		$0	$0
120				$0		$0	$0
121				$0		$0	$0
122				$0		$0	$0
123				$0		$0	$0
124	ALLOWANCES			$0		$0	$0
125	wall framing damage	1	3000.00	$3000		$0	$3000
126	wall sheathing damage	1	1500.00	$1500		$0	$1500
127	Balcony ceiling damage	1	1000.00	$1000		$0	$1000
128	Balcony framing damage	1	3000.00	$3000		$0	$3000
129	insulation damage	1	600.00	$600		$0	$600
130	interior sheetrock damage	1	1000.00	$1000		$0	$1000
131	interior trim damage	1	1000.00	$1000		$0	$1000
132	interior paint	1	8000.00	$8000		$0	$8000
133	interior floor finishes	1	2000.00	$2000		$0	$2000
134	electrical	1	500.00	$500		$0	$500
135	plumbing	1	500.00	$500		$0	$500
136	HVAC	1	500.00	$500		$0	$500
137	landscape	1	2500.00	$2500		$0	$2500
138	Roof,framing,shingles,sheatl	1	2000.00	$2000		$0	$2000
139	screen/porch enclosure rep	1	1000.00	$1000		$0	$1000
140	attic fire wall repair	1	1500.00	$1500		$0	$1500
141	balcony/porch vent	1	2500.00	$2500		$0	$2500
142	expansion joints	1	500.00	$500		$0	$500
143				$0		$0	$0
144	MISC. LABOR EXPENSES			$0		$0	$0
145	supervision	6	1000.00	$6000		$0	$6000
146	clean-up	1	200.00	$200	120	$3360	$3560
147	material pick-up			$0	60	$1680	$1680
148	weekly meetings			$0	80	$2240	$2240
149	de-mobilization			$0	4	$112	$112
150	punch list			$0	200	$5600	$5600
151				$0		$0	$0

	A	B	C	D	E	F	G
152				$0		$0	$0
153				$0		$0	$0
154				$0		$0	$0
155				$0		$0	$0
156				$0		$0	$0
157				$0		$0	$0
158	OTHER JOB COSTS			$0		$0	$0
159	freight charges	1	700.00	$700		$0	$700
160	gas expenses	1	1400.00	$1400		$0	$1400
161	travel expenses	1	2000.00	$2000		$0	$2000
162	contingency	1	10000.00	$10000		$0	$10000
163				$0		$0	$0
164				$0		$0	$0
165				$0		$0	$0
166				$0		$0	$0
167				$0		$0	$0
168				$0		$0	$0
169				$0		$0	$0
170			0.00	$0		$0	$0
172				$217443	3607	$100996	$318439
174				MATS	MH	LABOR	COST
176					GM		JOB TOT
177					20%		$398048
178					BOND		GRAND TOT
179					2%		$4049889
180						X8	$3239112

	A	B	C	D	E	F	G	H
1	JOB NAME	TYPE	BUILDER			DATE		
2	Magnolia North #4856	reclad	PSC LLC.			10/21/04		
3	LOCATION							
4	Myrtle Beach							
5		MATERI	MATERIAL	MATERIAL	LABOR	LABOR		
6	ITEM	QUANTIT	TAXED UNIT	TOTAL $	AN HOU	TOTAL $	TOTAL $	
7								
8	MOBILIZATION			$0		$0	$0	
9	building permit	1	2000.00	$2000		$0	$2000	
10	job trailor	1	300.00	$300		$0	$300	
11	storage trailor	1	100.00	$100		$0	$100	
12	temporary utilities	1	125.00	$125		$0	$125	
13	dumpster	1	1500.00	$1500		$0	$1500	
14	port-a-john	1	300.00	$300		$0	$300	
15	signs & barricades	1	50.00	$50		$0	$50	
16				$0		$0	$0	
17				$0		$0	$0	
18				$0		$0	$0	
19	EQUIPMENT			$0		$0	$0	
20	scaffold	1	35925.00	$35925		$0	$35925	
21	fork lift	1	1500.00	$1500		$0	$1500	
22	misc. rental tools	1	250.00	$250		$0	$250	
23				$0		$0	$0	
24				$0		$0	$0	
25				$0		$0	$0	
26				$0		$0	$0	
27	DEMOLITION			$0		$0	$0	
28	Brick removal		2.00	$0		$0	$0	
29	Column cladding removal	2445	0.75	$1834		$0	$1834	
30	Hardi-Plank removal	7885	0.75	$5914		$0	$5914	
31	balcony carpet & sheathing	3794	1.00	$3794		$0	$3794	
32	Brick rowlock removal	368	2.00	$736		$0	$736	
33				$0		$0	$0	
34				$0		$0	$0	
35				$0		$0	$0	
36	electrical (wiring & panels)	1	350.00	$350		$0	$350	
37	HVAC	1	350.00	$350		$0	$350	
38	misc. building components			$0	50	$1400	$1400	
39	Balcony handrails removal			$0	80	$2240	$2240	
40				$0		$0	$0	
41				$0		$0	$0	
42				$0		$0	$0	
43	PROTECTION			$0		$0	$0	
44	6 mil poly (exposed walls)	7	50.00	$350	70	$1960	$2310	
45	tape & tacs	1	125.00	$125		$0	$125	
46	plywood (dumpster, trailor)	10	15.00	$150	2	$56	$206	
47	carpet runners	1	100.00	$100	10	$280	$380	
48				$0		$0	$0	
49				$0		$0	$0	
50				$0		$0	$0	

	A	B	C	D	E	F	G	H
51				$0		$0	$0	
52	CARPENTRY/FRAMING			$0		$0	$0	
53	floor sheathing adhesive	120	3.00	$360		$0	$360	
54	balcony floor sheathing	120	48.35	$5802	120	$3360	$9162	
55	Stair tower footings	4	300.00	$1200	20	$560	$1760	
56	nails	1	300.00	$300		$0	$300	
57				$0		$0	$0	
58				$0		$0	$0	
59				$0		$0	$0	
60				$0		$0	$0	
61				$0		$0	$0	
62				$0		$0	$0	
63				$0		$0	$0	
64				$0		$0	$0	
65				$0		$0	$0	
66	FLASHING/WATERPROOFING			$0		$0	$0	
67	roof flashing	108	8.00	$864	36	$1008	$1872	
68	window r/o membrane	10	75.00	$750	120	$3360	$4110	
69	window head flash	370	0.75	$278	80	$2240	$2518	
70	balcony/wall flash	510	3.00	$1530	40	$1120	$2650	
71	balcony perimeter flash	444	3.00	$1332	100	$2800	$4132	
72	Curf	317	3.00	$951	145	$4060	$5011	
73	balcony floor Hydro-stop	3794	2.50	$9485		$0	$9485	
74				$0		$0	$0	
75	misc. perma barrier	8	75.00	$600	60	$1680	$2280	
76	misc. liquid membrane	2	25.00	$50	20	$560	$610	
77	house wrap, tacs, tape	11	150.00	$1650	70	$1960	$3610	
78	Misc. sealants	48	5.94	$285	30	$840	$1125	
79				$0		$0	$0	
80				$0		$0	$0	
81				$0		$0	$0	
82	CARPENTRY/CLADDING			$0		$0	$0	
83	Column cladding and trim	1	7160.00	$7160	120	$3360	$10520	
84	Brick installation		9.00	$0		$0	$0	
85	ext. wall trim	1	2940.00	$2940	310	$8680	$11620	
86	balcony trim band	888	1.00	$888	85	$2380	$3268	
87				$0		$0	$0	
88	ext. wall Hardi Plank	9332	1.00	$9332	885	$24780	$34112	
89	window replacement	1	27040.00	$27040	300	$8400	$35440	
90	balcony rails	1	1000.00	$1000	160	$4480	$5480	
91	Brick rowlock	317	9.00	$2853		$0	$2853	
92	Brick window sills	51	12.00	$612		$0	$612	
93				$0		$0	$0	
94				$0		$0	$0	
95				$0		$0	$0	
96				$0		$0	$0	
97				$0		$0	$0	
99				$0		$0	$0	
100				$0		$0	$0	
101	EXTERIOR FINISHES			$0		$0	$0	

	A	B	C	D	E	F	G	H
102	paint/caulk	1	22043.00	$22043		$0	$22043	
103	carpet	360	12.00	$4320		$0	$4320	
104				$0		$0	$0	
105	wall components	1	200.00	$200	60	$1680	$1880	
106				$0		$0	$0	
107				$0		$0	$0	
108				$0		$0	$0	
109				$0		$0	$0	
110				$0		$0	$0	
111				$0		$0	$0	
112				$0		$0	$0	
113	INTERIOR FINISHES			$0		$0	$0	
114				$0		$0	$0	
115	touch-up @ windows	1	100.00	$100	50	$1400	$1500	
116	cleaning service	10	100.00	$1000		$0	$1000	
117				$0		$0	$0	
118				$0		$0	$0	
119				$0		$0	$0	
120				$0		$0	$0	
121				$0		$0	$0	
122				$0		$0	$0	
123				$0		$0	$0	
124	ALLOWANCES			$0		$0	$0	
125	wall framing damage	1	3000.00	$3000		$0	$3000	
126	wall sheathing damage	1	1500.00	$1500		$0	$1500	
127	Balcony ceiling damage	1	1000.00	$1000		$0	$1000	
128	Balcony framing damage	1	3000.00	$3000		$0	$3000	
129	insulation damage	1	600.00	$600		$0	$600	
130	interior sheetrock damage	1	1000.00	$1000		$0	$1000	
131	interior trim damage	1	1000.00	$1000		$0	$1000	
132	interior paint	1	8000.00	$8000		$0	$8000	
133	interior floor finishes	1	2000.00	$2000		$0	$2000	
134	electrical	1	500.00	$500		$0	$500	
135	plumbing	1	500.00	$500		$0	$500	
136	HVAC	1	500.00	$500		$0	$500	
137	landscape	1	2500.00	$2500		$0	$2500	
138	Roof,framing,shingles,sheath	1	2000.00	$2000		$0	$2000	
139	sreen/porch enclosure repai	1	1000.00	$1000		$0	$1000	
140	attic fire wall repair	1	1500.00	$1500		$0	$1500	
141	balcony/porch vent	1	2500.00	$2500		$0	$2500	
142	expansion joints	1	500.00	$500		$0	$500	
143				$0		$0	$0	
144	MISC. LABOR EXPENSES			$0		$0	$0	
145	supervision	6	1000.00	$6000		$0	$6000	
146	clean-up	1	200.00	$200	120	$3360	$3560	
147	material pick-up			$0	60	$1680	$1680	
148	weekly meetings			$0	80	$2240	$2240	
149	de-mobilization			$0	4	$112	$112	
150	punch list			$0	200	$5600	$5600	
151				$0		$0	$0	

	A	B	C	D	E	F	G	H
152				$0		$0	$0	
153				$0		$0	$0	
154				$0		$0	$0	
155				$0		$0	$0	
156				$0		$0	$0	
157				$0		$0	$0	
158	OTHER JOB COSTS			$0		$0	$0	
159	freight charges	1	700.00	$700		$0	$700	
160	gas expenses	1	1400.00	$1400		$0	$1400	
161	travel expenses	1	2000.00	$2000		$0	$2000	
162	contingency	1	10000.00	$10000		$0	$10000	
163				$0		$0	$0	
164				$0		$0	$0	
165				$0		$0	$0	
166				$0		$0	$0	
167				$0		$0	$0	
168				$0		$0	$0	
169				$0		$0	$0	
170			0.00	$0		$0	$0	
172				$213577	3487	$97636	$311213	
174				MATS	MH	LABOR	COST	
176					GM		JOB TOT	
177					20%		$389016	
178					BOND		GRAND TOT	
179					2%		$395776	
180								

	A	B	C	D	E	F	G	H
1	JOB NAME	TYPE	BUILDER			DATE		
2	Magnolia North #4839/4851	reclad	PSC LLC.			10/21/04		
3	LOCATION							
4	Myrtle Beach							
5		MATERI	MATERIAL	MATERIAL	LABOR	LABOR		
6	ITEM	QUANTIT	AXED UNIT	TOTAL $	AN HOU	TOTAL $	TOTAL $	
7								
8	MOBILIZATION			$0		$0	$0	
9	building permit	1	2000.00	$2000		$0	$2000	
10	job trailor	1	300.00	$300		$0	$300	
11	storage trailor	1	100.00	$100		$0	$100	
12	temporary utilities	1	125.00	$125		$0	$125	
13	dumpster	1	1500.00	$1500		$0	$1500	
14	port-a-john	1	300.00	$300		$0	$300	
15	signs & barricades	1	50.00	$50		$0	$50	
16				$0		$0	$0	
17				$0		$0	$0	
18				$0		$0	$0	
19	EQUIPMENT			$0		$0	$0	
20	scaffold	1	35925.00	$35925		$0	$35925	
21	fork lift	1	1500.00	$1500		$0	$1500	
22	misc. rental tools	1	250.00	$250		$0	$250	
23				$0		$0	$0	
24				$0		$0	$0	
25				$0		$0	$0	
26				$0		$0	$0	
27	DEMOLITION			$0		$0	$0	
28	Brick removal		2.00	$0		$0	$0	
29	Column cladding removal	2445	0.75	$1834		$0	$1834	
30	Hardi-Plank removal	7048	0.75	$5286		$0	$5286	
31	balcony carpet & sheathing	3794	1.00	$3794		$0	$3794	
32	Brick rowlock removal	409	2.00	$818		$0	$818	
33				$0		$0	$0	
34				$0		$0	$0	
35				$0		$0	$0	
36	electrical (wiring & panels)	1	350.00	$350		$0	$350	
37	HVAC	1	350.00	$350		$0	$350	
38	misc. building components			$0	50	$1400	$1400	
39	Balcony handrails removal			$0	80	$2240	$2240	
40				$0		$0	$0	
41				$0		$0	$0	
42				$0		$0	$0	
43	PROTECTION			$0		$0	$0	
44	6 mil poly (exposed walls)	7	50.00	$350	70	$1960	$2310	
45	tape & tacs	1	125.00	$125		$0	$125	
46	plywood (dumpster, trailor)	10	15.00	$150	2	$56	$206	
47	carpet runners	1	100.00	$100	12	$336	$436	
48				$0		$0	$0	
49				$0		$0	$0	
50				$0		$0	$0	

	A	B	C	D	E	F	G	H
51				$0		$0	$0	
52	CARPENTRY/FRAMING			$0		$0	$0	
53	floor sheathing adhesive	120	3.00	$360		$0	$360	
54	balcony floor sheathing	120	48.35	$5802	120	$3360	$9162	
55	Stair tower footings	4	300.00	$1200	20	$560	$1760	
56	nails	1	300.00	$300		$0	$300	
57				$0		$0	$0	
58				$0		$0	$0	
59				$0		$0	$0	
60				$0		$0	$0	
61				$0		$0	$0	
62				$0		$0	$0	
63				$0		$0	$0	
64				$0		$0	$0	
65				$0		$0	$0	
66	FLASHING/WATERPROOFING			$0		$0	$0	
67	roof flashing	20	8.00	$160	8	$224	$384	
68	window r/o membrane	10	75.00	$750	120	$3360	$4110	
69	window head flash	435	0.75	$326	85	$2380	$2706	
70	balcony/wall flash	510	3.00	$1530	40	$1120	$2650	
71	balcony perimeter flash	444	3.00	$1332	100	$2800	$4132	
72	Curf	349	3.00	$1047	145	$4060	$5107	
73	balcony floor Hydro-stop	3794	2.50	$9485		$0	$9485	
74				$0		$0	$0	
75	misc. perma barrier	8	75.00	$600	60	$1680	$2280	
76	misc. liquid membrane	2	25.00	$50	20	$560	$610	
77	house wrap, tacs, tape	10	150.00	$1500	60	$1680	$3180	
78	Misc. sealants	48	5.94	$285	30	$840	$1125	
79				$0		$0	$0	
80				$0		$0	$0	
81				$0		$0	$0	
82	CARPENTRY/CLADDING			$0		$0	$0	
83	Column cladding and trim	1	7160.00	$7160	120	$3360	$10520	
84	Brick installation		9.00	$0		$0	$0	
85	ext. wall trim	1	2940.00	$2940	310	$8680	$11620	
86	balcony trim band	888	1.00	$888	85	$2380	$3268	
87				$0		$0	$0	
88	ext. wall Hardi Plank	8874	1.00	$8874	965	$27020	$35894	
89	window replacement	1	27040.00	$27040	300	$8400	$35440	
90	balcony rails	1	1000.00	$1000	160	$4480	$5480	
91	Brick rowlock	349	9.00	$3141		$0	$3141	
92	Brick window sills	60	12.00	$720		$0	$720	
93				$0		$0	$0	
94				$0		$0	$0	
95				$0		$0	$0	
96				$0		$0	$0	
97				$0		$0	$0	
99				$0		$0	$0	
100				$0		$0	$0	
101	EXTERIOR FINISHES			$0		$0	$0	

	A	B	C	D	E	F	G	H
102	paint/caulk	1	22043.00	$22043		$0	$22043	
103	carpet	360	12.00	$4320		$0	$4320	
104				$0		$0	$0	
105	wall components	1	200.00	$200	60	$1680	$1880	
106				$0		$0	$0	
107				$0		$0	$0	
108				$0		$0	$0	
109				$0		$0	$0	
110				$0		$0	$0	
111				$0		$0	$0	
112				$0		$0	$0	
113	INTERIOR FINISHES			$0		$0	$0	
114				$0		$0	$0	
115	touch-up @ windows	1	100.00	$100	50	$1400	$1500	
116	cleaning service	12	100.00	$1200		$0	$1200	
117				$0		$0	$0	
118				$0		$0	$0	
119				$0		$0	$0	
120				$0		$0	$0	
121				$0		$0	$0	
122				$0		$0	$0	
123				$0		$0	$0	
124	ALLOWANCES			$0		$0	$0	
125	wall framing damage	1	3000.00	$3000		$0	$3000	
26	wall sheathing damage	1	1500.00	$1500		$0	$1500	
127	Balcony ceiling damage	1	1000.00	$1000		$0	$1000	
128	Balcony framing damage	1	3000.00	$3000		$0	$3000	
129	insulation damage	1	600.00	$600		$0	$600	
130	interior sheetrock damage	1	1000.00	$1000		$0	$1000	
131	interior trim damage	1	1000.00	$1000		$0	$1000	
132	interior paint	1	8000.00	$8000		$0	$8000	
133	interior floor finishes	1	2000.00	$2000		$0	$2000	
134	electrical	1	500.00	$500		$0	$500	
135	plumbing	1	500.00	$500		$0	$500	
136	HVAC	1	500.00	$500		$0	$500	
137	landscape	1	2500.00	$2500		$0	$2500	
138	Roof,framing,shingles,sheath	1	2000.00	$2000		$0	$2000	
139	screen/porch enclosure rep	1	1000.00	$1000		$0	$1000	
140	attic fire wall repair	1	1500.00	$1500		$0	$1500	
141	balcony/porch vent	1	2500.00	$2500		$0	$2500	
142	expansion joints	1	500.00	$500		$0	$500	
143				$0		$0	$0	
144	MISC. LABOR EXPENSES			$0		$0	$0	
145	supervision	6	1000.00	$6000		$0	$6000	
146	clean-up	1	200.00	$200	120	$3360	$3560	
147	material pick-up			$0	60	$1680	$1680	
8	weekly meetings			$0	80	$2240	$2240	
149	de-mobilization			$0	4	$112	$112	
150	punch list			$0	200	$5600	$5600	
151				$0		$0	$0	

	A	B	C	D	E	F	G	H
152				$0		$0	$0	
153				$0		$0	$0	
154				$0		$0	$0	
155				$0		$0	$0	
156				$0		$0	$0	
157				$0		$0	$0	
158	OTHER JOB COSTS			$0		$0	$0	
159	freight charges	1	700.00	$700		$0	$700	
160	gas expenses	1	1400.00	$1400		$0	$1400	
161	travel expenses	1	2000.00	$2000		$0	$2000	
162	contingency	1	10000.00	$10000		$0	$10000	
163				$0		$0	$0	
164				$0		$0	$0	
165				$0		$0	$0	
166				$0		$0	$0	
167				$0		$0	$0	
168				$0		$0	$0	
169				$0		$0	$0	
170			0.00	$0		$0	$0	
172				$212460	3536	$99008	$311468	
174				MATS	MH	LABOR	COST	
176					GM		JOB TOT	
177					20%		$389335	
178					BOND		GRAND TOT	
79					2%		$396102	per Bldg
180						X2	$792204	

	A	B	C	D	E	F	G	H
1	JOB NAME	TYPE	BUILDER			DATE		
2	Magnolia North #4835	reclad	PSC LLC.			10/21/04		
3	LOCATION							
4	Myrtle Beach							
5		MATERI	MATERIAL	MATERIAL	LABOR	LABOR		
6	ITEM	QUANTIT	AXED UNIT	TOTAL $	AN HOU	TOTAL $	TOTAL $	
7								
8	MOBILIZATION			$0		$0	$0	
9	building permit	1	2000.00	$2000		$0	$2000	
10	job trailor	1	300.00	$300		$0	$300	
11	storage trailor	1	100.00	$100		$0	$100	
12	temporary utilities	1	125.00	$125		$0	$125	
13	dumpster	1	1500.00	$1500		$0	$1500	
14	port-a-john	1	300.00	$300		$0	$300	
15	signs & barricades	1	50.00	$50		$0	$50	
16				$0		$0	$0	
17				$0		$0	$0	
18				$0		$0	$0	
19	EQUIPMENT			$0		$0	$0	
20	scaffold	1	35925.00	$35925		$0	$35925	
21	fork lift	1	1500.00	$1500		$0	$1500	
22	misc. rental tools	1	250.00	$250		$0	$250	
23				$0		$0	$0	
24				$0		$0	$0	
25				$0		$0	$0	
26				$0		$0	$0	
27	DEMOLITION			$0		$0	$0	
28	Brick removal		2.00	$0		$0	$0	
29	Column cladding removal	2445	0.75	$1834		$0	$1834	
30	Hardi-Plank removal	7125	0.75	$5344		$0	$5344	
31	balcony carpet & sheathing	3578	1.00	$3578		$0	$3578	
32	Brick rowlock removal	439	2.00	$878		$0	$878	
33				$0		$0	$0	
34				$0		$0	$0	
35				$0		$0	$0	
36	electrical (wiring & panels)	1	350.00	$350		$0	$350	
37	HVAC	1	350.00	$350		$0	$350	
38	misc. building components			$0	50	$1400	$1400	
39	Balcony handrails removal			$0	80	$2240	$2240	
40				$0		$0	$0	
41				$0		$0	$0	
42				$0		$0	$0	
43	PROTECTION			$0		$0	$0	
44	6 mil poly (exposed walls)	7	50.00	$350	70	$1960	$2310	
45	tape & tacs	1	125.00	$125		$0	$125	
46	plywood (dumpster, trailor)	10	15.00	$150	2	$56	$206	
47	carpet runners	1	100.00	$100	10	$280	$380	
48				$0		$0	$0	
49				$0		$0	$0	
50				$0		$0	$0	

	A	B	C	D	E	F	G	H
51				$0		$0	$0	
52	CARPENTRY/FRAMING			$0		$0	$0	
53	floor sheathing adhesive	112	3.00	$336		$0	$336	
54	balcony floor sheathing	112	48.35	$5415	112	$3136	$8551	
55	Stair tower footings		300.00	$0		$0	$0	
56	nails	1	300.00	$300		$0	$300	
57				$0		$0	$0	
58				$0		$0	$0	
59				$0		$0	$0	
60				$0		$0	$0	
61				$0		$0	$0	
62				$0		$0	$0	
63				$0		$0	$0	
64				$0		$0	$0	
65				$0		$0	$0	
66	FLASHING/WATERPROOFING			$0		$0	$0	
67	roof flashing	112	8.00	$896	40	$1120	$2016	
68	window r/o membrane	10	75.00	$750	120	$3360	$4110	
69	window head flash	375	0.75	$281	80	$2240	$2521	
70	balcony/wall flash	485	3.00	$1455	40	$1120	$2575	
71	balcony perimeter flash	420	3.00	$1260	100	$2800	$4060	
72	Curf	372	3.00	$1116	145	$4060	$5176	
73	balcony floor Hydro-stop	3578	2.50	$8945		$0	$8945	
74				$0		$0	$0	
75	misc. perma barrier	8	75.00	$600	60	$1680	$2280	
76	misc. liquid membrane	2	25.00	$50	20	$560	$610	
77	house wrap, tacs, tape	10	150.00	$1500	60	$1680	$3180	
78	Misc. sealants	48	5.94	$285	30	$840	$1125	
79				$0		$0	$0	
80				$0		$0	$0	
81				$0		$0	$0	
82	CARPENTRY/CLADDING			$0		$0	$0	
83	Column cladding and trim	1	7160.00	$7160	120	$3360	$10520	
84	Brick installation		9.00	$0		$0	$0	
85	ext. wall trim	1	2940.00	$2940	310	$8680	$11620	
86	balcony trim band	888	1.00	$888	85	$2380	$3268	
87				$0		$0	$0	
88	ext. wall Hardi Plank	8565	1.00	$8565	885	$24780	$33345	
89	window replacement	1	27040.00	$27040	300	$8400	$35440	
90	balcony rails	1	1000.00	$1000	160	$4480	$5480	
91	Brick rowlock	372	9.00	$3348		$0	$3348	
92	Brick window sills	67	12.00	$804		$0	$804	
93				$0		$0	$0	
94				$0		$0	$0	
95				$0		$0	$0	
96				$0		$0	$0	
				$0		$0	$0	
99				$0		$0	$0	
100				$0		$0	$0	
101	EXTERIOR FINISHES			$0		$0	$0	

	A	B	C	D	E	F	G	H
102	paint/caulk	1	22043.00	$22043		$0	$22043	
103	carpet	336	12.00	$4032		$0	$4032	
104				$0		$0	$0	
105	wall components	1	200.00	$200	60	$1680	$1880	
106				$0		$0	$0	
107				$0		$0	$0	
108				$0		$0	$0	
109				$0		$0	$0	
110				$0		$0	$0	
111				$0		$0	$0	
112				$0		$0	$0	
113	INTERIOR FINISHES			$0		$0	$0	
114				$0		$0	$0	
115	touch-up @ windows	1	100.00	$100	50	$1400	$1500	
116	cleaning service	10	100.00	$1000		$0	$1000	
117				$0		$0	$0	
118				$0		$0	$0	
119				$0		$0	$0	
120				$0		$0	$0	
121				$0		$0	$0	
122				$0		$0	$0	
123				$0		$0	$0	
124	ALLOWANCES			$0		$0	$0	
125	wall framing damage	1	3000.00	$3000		$0	$3000	
26	wall sheathing damage	1	1500.00	$1500		$0	$1500	
127	Balcony ceiling damage	1	1000.00	$1000		$0	$1000	
128	Balcony framing damage	1	3000.00	$3000		$0	$3000	
129	insulation damage	1	600.00	$600		$0	$600	
130	interior sheetrock damage	1	1000.00	$1000		$0	$1000	
131	interior trim damage	1	1000.00	$1000		$0	$1000	
132	interior paint	1	8000.00	$8000		$0	$8000	
133	interior floor finishes	1	2000.00	$2000		$0	$2000	
134	electrical	1	500.00	$500		$0	$500	
135	plumbing	1	500.00	$500		$0	$500	
136	HVAC	1	500.00	$500		$0	$500	
137	landscape	1	2500.00	$2500		$0	$2500	
138	Roof,framing,shingles,sheatl	1	2000.00	$2000		$0	$2000	
139	screen/porch enclosure rep	1	1000.00	$1000		$0	$1000	
140	attic fire wall repair	1	1500.00	$1500		$0	$1500	
141	balcony/porch vent	1	2500.00	$2500		$0	$2500	
142	expansion joints	1	500.00	$500		$0	$500	
143				$0		$0	$0	
144	MISC. LABOR EXPENSES			$0		$0	$0	
145	supervision	6	1000.00	$6000		$0	$6000	
146	clean-up	1	200.00	$200	120	$3360	$3560	
147	material pick-up			$0	60	$1680	$1680	
18	weekly meetings			$0	80	$2240	$2240	
149	de-mobilization			$0	4	$112	$112	
150	punch list			$0	200	$5600	$5600	
151				$0		$0	$0	

	A	B	C	D	E	F	G	H
152				$0		$0	$0	
153				$0		$0	$0	
54				$0		$0	$0	
155				$0		$0	$0	
156				$0		$0	$0	
157				$0		$0	$0	
158	OTHER JOB COSTS			$0		$0	$0	
159	freight charges	1	700.00	$700		$0	$700	
160	gas expenses	1	1400.00	$1400		$0	$1400	
161	travel expenses	1	2000.00	$2000		$0	$2000	
162	contingency	1	10000.00	$10000		$0	$10000	
163				$0		$0	$0	
164				$0		$0	$0	
165				$0		$0	$0	
166				$0		$0	$0	
167				$0		$0	$0	
168				$0		$0	$0	
169				$0		$0	$0	
170			0.00	$0		$0	$0	
172				$210318	3453	$96684	$307002	
174				MATS	MH	LABOR	COST	
176					GM		JOB TOT	
177					20%		$383753	
78					BOND		GRAND TOT	
79					2%		$390408	
180								

	A	B	C	D	E	F	G	H
1	JOB NAME	TYPE	BUILDER			DATE		
2	Magnolia North #4834	reclad	PSC LLC.			10/21/04		
3	LOCATION							
4	Myrtle Beach							
5		MATERI	MATERIAL	MATERIAL	LABOR	LABOR		
6	ITEM	QUANTIT	AXED UNIT	TOTAL $	AN HOU	TOTAL $	TOTAL $	
7								
8	MOBILIZATION			$0		$0	$0	
9	building permit	1	2000.00	$2000		$0	$2000	
10	job trailor	1	300.00	$300		$0	$300	
11	storage trailor	1	100.00	$100		$0	$100	
12	temporary utilities	1	125.00	$125		$0	$125	
13	dumpster	1	1500.00	$1500		$0	$1500	
14	port-a-john	1	300.00	$300		$0	$300	
15	signs & barricades	1	50.00	$50		$0	$50	
16				$0		$0	$0	
17				$0		$0	$0	
18				$0		$0	$0	
19	EQUIPMENT			$0		$0	$0	
20	scaffold	1	35925.00	$35925		$0	$35925	
21	fork lift	1	1500.00	$1500		$0	$1500	
22	misc. rental tools	1	250.00	$250		$0	$250	
23				$0		$0	$0	
24				$0		$0	$0	
25				$0		$0	$0	
26				$0		$0	$0	
27	DEMOLITION			$0		$0	$0	
28	Brick removal		2.00	$0		$0	$0	
29	Column cladding removal	2445	0.75	$1834		$0	$1834	
30	Hardi-Plank removal	7356	0.75	$5517		$0	$5517	
31	balcony carpet & sheathing	3578	1.00	$3578		$0	$3578	
32	Brick rowlock removal	428	2.00	$856		$0	$856	
33				$0		$0	$0	
34				$0		$0	$0	
35				$0		$0	$0	
36	electrical (wiring & panels)	1	350.00	$350		$0	$350	
37	HVAC	1	350.00	$350		$0	$350	
38	misc. building components			$0	50	$1400	$1400	
39	Balcony handrails removal			$0	80	$2240	$2240	
40				$0		$0	$0	
41				$0		$0	$0	
42				$0		$0	$0	
43	PROTECTION			$0		$0	$0	
44	6 mil poly (exposed walls)	7	50.00	$350	70	$1960	$2310	
45	tape & tacs	1	125.00	$125		$0	$125	
46	plywood (dumpster, trailor)	10	15.00	$150	2	$56	$206	
47	carpet runners	1	100.00	$100	10	$280	$380	
48				$0		$0	$0	
49				$0		$0	$0	
50				$0		$0	$0	

	A	B	C	D	E	F	G	H
51				$0		$0	$0	
52	CARPENTRY/FRAMING			$0		$0	$0	
53	floor sheathing adhesive	112	3.00	$336		$0	$336	
54	balcony floor sheathing	112	48.35	$5415	112	$3136	$8551	
55	Stair tower footings		300.00	$0		$0	$0	
56	nails	1	300.00	$300		$0	$300	
57				$0		$0	$0	
58				$0		$0	$0	
59				$0		$0	$0	
60				$0		$0	$0	
61				$0		$0	$0	
62				$0		$0	$0	
63				$0		$0	$0	
64				$0		$0	$0	
65				$0		$0	$0	
66	FLASHING/WATERPROOFING			$0		$0	$0	
67	roof flashing	82	8.00	$656	30	$840	$1496	
68	window r/o membrane	10	75.00	$750	120	$3360	$4110	
69	window head flash	371	0.75	$278	75	$2100	$2378	
70	balcony/wall flash	485	3.00	$1455	40	$1120	$2575	
71	balcony perimeter flash	420	3.00	$1260	100	$2800	$4060	
72	Curf	364	3.00	$1092	145	$4060	$5152	
73	balcony floor Hydro-stop	3578	2.50	$8945		$0	$8945	
74				$0		$0	$0	
75	misc. perma barrier	8	75.00	$600	60	$1680	$2280	
76	misc. liquid membrane	2	25.00	$50	20	$560	$610	
77	house wrap, tacs, tape	9	150.00	$1350	54	$1512	$2862	
78	Misc. sealants	48	5.94	$285	30	$840	$1125	
79				$0		$0	$0	
80				$0		$0	$0	
81				$0		$0	$0	
82	CARPENTRY/CLADDING			$0		$0	$0	
83	Column cladding and trim	1	7160.00	$7160	120	$3360	$10520	
84	Brick installation		9.00	$0		$0	$0	
85	ext. wall trim	1	2940.00	$2940	310	$8680	$11620	
86	balcony trim band	888	1.00	$888	85	$2380	$3268	
87				$0		$0	$0	
88	ext. wall Hardi Plank	8791	1.00	$8791	830	$23240	$32031	
89	window replacement	1	27040.00	$27040	300	$8400	$35440	
90	balcony rails	1	1000.00	$1000	160	$4480	$5480	
91	Brick rowlock	364	9.00	$3276		$0	$3276	
92	Brick window sills	64	12.00	$768		$0	$768	
93				$0		$0	$0	
94				$0		$0	$0	
95				$0		$0	$0	
96				$0		$0	$0	
				$0		$0	$0	
99				$0		$0	$0	
100				$0		$0	$0	
101	EXTERIOR FINISHES			$0		$0	$0	

	A	B	C	D	E	F	G	H
102	paint/caulk	1	22043.00	$22043		$0	$22043	
103	carpet	336	12.00	$4032		$0	$4032	
104				$0		$0	$0	
105	wall components	1	200.00	$200	60	$1680	$1880	
106				$0		$0	$0	
107				$0		$0	$0	
108				$0		$0	$0	
109				$0		$0	$0	
110				$0		$0	$0	
111				$0		$0	$0	
112				$0		$0	$0	
113	INTERIOR FINISHES			$0		$0	$0	
114				$0		$0	$0	
115	touch-up @ windows	1	100.00	$100	50	$1400	$1500	
116	cleaning service	10	100.00	$1000		$0	$1000	
117				$0		$0	$0	
118				$0		$0	$0	
119				$0		$0	$0	
120				$0		$0	$0	
121				$0		$0	$0	
122				$0		$0	$0	
123				$0		$0	$0	
124	ALLOWANCES			$0		$0	$0	
125	wall framing damage	1	3000.00	$3000		$0	$3000	
126	wall sheathing damage	1	1500.00	$1500		$0	$1500	
127	Balcony ceiling damage	1	1000.00	$1000		$0	$1000	
128	Balcony framing damage	1	3000.00	$3000		$0	$3000	
129	insulation damage	1	600.00	$600		$0	$600	
130	interior sheetrock damage	1	1000.00	$1000		$0	$1000	
131	interior trim damage	1	1000.00	$1000		$0	$1000	
132	interior paint	1	8000.00	$8000		$0	$8000	
133	interior floor finishes	1	2000.00	$2000		$0	$2000	
134	electrical	1	500.00	$500		$0	$500	
135	plumbing	1	500.00	$500		$0	$500	
136	HVAC	1	500.00	$500		$0	$500	
137	landscape	1	2500.00	$2500		$0	$2500	
138	Roof,framing,shingles,sheatl	1	2000.00	$2000		$0	$2000	
139	screen/porch enclosure rep	1	1000.00	$1000		$0	$1000	
140	attic fire wall repair	1	1500.00	$1500		$0	$1500	
141	balcony/porch vent	1	2500.00	$2500		$0	$2500	
142	expansion joints	1	500.00	$500		$0	$500	
143				$0		$0	$0	
144	MISC. LABOR EXPENSES			$0		$0	$0	
145	supervision	6	1000.00	$6000		$0	$6000	
146	clean-up	1	200.00	$200	120	$3360	$3560	
147	material pick-up			$0	60	$1680	$1680	
148	weekly meetings			$0	80	$2240	$2240	
149	de-mobilization			$0	4	$112	$112	
150	punch list			$0	200	$5600	$5600	
151				$0		$0	$0	

	A	B	C	D	E	F	G	H
152				$0		$0	$0	
153				$0		$0	$0	
54				$0		$0	$0	
155				$0		$0	$0	
156				$0		$0	$0	
157				$0		$0	$0	
158	OTHER JOB COSTS			$0		$0	$0	
159	freight charges	1	700.00	$700		$0	$700	
160	gas expenses	1	1400.00	$1400		$0	$1400	
161	travel expenses	1	2000.00	$2000		$0	$2000	
162	contingency	1	10000.00	$10000		$0	$10000	
163				$0		$0	$0	
164				$0		$0	$0	
165				$0		$0	$0	
166				$0		$0	$0	
167				$0		$0	$0	
168				$0		$0	$0	
169				$0		$0	$0	
170			0.00	$0		$0	$0	
172				$210170	3377	$94556	$304726	
174				MATS	MH	LABOR	COST	
176					GM		JOB TOT	
177					20%		$380908	
78					BOND		GRAND TOT	
79					2%		$387506	
180								

	A	B	C	D	E	F	G	H
1	JOB NAME	TYPE	BUILDER			DATE		
2	Magnolia North #4830	reclad	PSC LLC.			10/21/04		
3	LOCATION							
4	Myrtle Beach							
5		MATERI	MATERIAL	MATERIAL	LABOR	LABOR		
6	ITEM	QUANTIT	AXED UNIT	TOTAL $	AN HOU	TOTAL $	TOTAL $	
7								
8	MOBILIZATION			$0		$0	$0	
9	building permit	1	2000.00	$2000		$0	$2000	
10	job trailor	1	300.00	$300		$0	$300	
11	storage trailor	1	100.00	$100		$0	$100	
12	temporary utilities	1	125.00	$125		$0	$125	
13	dumpster	1	1500.00	$1500		$0	$1500	
14	port-a-john	1	300.00	$300		$0	$300	
15	signs & barricades	1	50.00	$50		$0	$50	
16				$0		$0	$0	
17				$0		$0	$0	
18				$0		$0	$0	
19	EQUIPMENT			$0		$0	$0	
20	scaffold	1	35925.00	$35925		$0	$35925	
21	fork lift	1	1500.00	$1500		$0	$1500	
22	misc. rental tools	1	250.00	$250		$0	$250	
23				$0		$0	$0	
24				$0		$0	$0	
25				$0		$0	$0	
26				$0		$0	$0	
27	DEMOLITION			$0		$0	$0	
28	Brick removal			$0		$0	$0	
29	Column cladding removal	2445	0.75	$1834		$0	$1834	
30	Hardi-Plank removal	8395	0.75	$6296		$0	$6296	
31	balcony carpet & sheathing	3794	1.00	$3794		$0	$3794	
32	Brick rowlock removal	403	2.00	$806		$0	$806	
33				$0		$0	$0	
34				$0		$0	$0	
35				$0		$0	$0	
36	electrical (wiring & panels)	1	350.00	$350		$0	$350	
37	HVAC	1	350.00	$350		$0	$350	
38	misc. building components			$0	50	$1400	$1400	
39	Balcony handrails removal			$0	80	$2240	$2240	
40				$0		$0	$0	
41				$0		$0	$0	
42				$0		$0	$0	
43	PROTECTION			$0		$0	$0	
44	6 mil poly (exposed walls)	7	50.00	$350	70	$1960	$2310	
45	tape & tacs	1	125.00	$125		$0	$125	
46	plywood (dumpster, trailor)	10	15.00	$150	2	$56	$206	
47	carpet runners	1	100.00	$100	12	$336	$436	
48				$0		$0	$0	
49				$0		$0	$0	
50				$0		$0	$0	

	A	B	C	D	E	F	G	H
51				$0		$0	$0	
52	CARPENTRY/FRAMING			$0		$0	$0	
53	floor sheathing adhesive	120	3.00	$360		$0	$360	
54	balcony floor sheathing	120	48.35	$5802	120	$3360	$9162	
55	Stair tower footings		300.00	$0		$0	$0	
56	nails	1	300.00	$300		$0	$300	
57				$0		$0	$0	
58				$0		$0	$0	
59				$0		$0	$0	
60				$0		$0	$0	
61				$0		$0	$0	
62				$0		$0	$0	
63				$0		$0	$0	
64				$0		$0	$0	
65				$0		$0	$0	
66	FLASHING/WATERPROOFING			$0		$0	$0	
67	roof flashing	20	8.00	$160	8	$224	$384	
68	window r/o membrane	10	75.00	$750	120	$3360	$4110	
69	window head flash	435	0.75	$326	85	$2380	$2706	
70	balcony/wall flash	510	3.00	$1530	40	$1120	$2650	
71	balcony perimeter flash	444	3.00	$1332	100	$2800	$4132	
72	Curf	342	3.00	$1026	145	$4060	$5086	
73	balcony floor Hydro-stop	3794	2.50	$9485		$0	$9485	
74				$0		$0	$0	
75	misc. perma barrier	8	75.00	$600	60	$1680	$2280	
76	misc. liquid membrane	2	25.00	$50	20	$560	$610	
77	house wrap, tacs, tape	11	150.00	$1650	70	$1960	$3610	
78	Misc. sealants	48	5.94	$285	30	$840	$1125	
79				$0		$0	$0	
80				$0		$0	$0	
81				$0		$0	$0	
82	CARPENTRY/CLADDING			$0		$0	$0	
83	Column cladding and trim	1	7160.00	$7160	120	$3360	$10520	
84	Brick installation			$0		$0	$0	
85	ext. wall trim	1	2940.00	$2940	310	$8680	$11620	
86	balcony trim band	888	1.00	$888	85	$2380	$3268	
87				$0		$0	$0	
88	ext. wall Hardi Plank	10199	1.00	$10199	965	$27020	$37219	
89	window replacement	1	27040.00	$27040	300	$8400	$35440	
90	balcony rails	1	1000.00	$1000	160	$4480	$5480	
91	Brick rowlock	342	9.00	$3078		$0	$3078	
92	Brick window sills	61	12.00	$732		$0	$732	
93				$0		$0	$0	
94				$0		$0	$0	
95				$0		$0	$0	
96				$0		$0	$0	
97				$0		$0	$0	
99				$0		$0	$0	
100				$0		$0	$0	
101	EXTERIOR FINISHES			$0		$0	$0	

	A	B	C	D	E	F	G	H
102	paint/caulk	1	22043.00	$22043		$0	$22043	
103	carpet	360	12.00	$4320		$0	$4320	
104				$0		$0	$0	
105	wall components	1	200.00	$200	60	$1680	$1880	
106				$0		$0	$0	
107				$0		$0	$0	
108				$0		$0	$0	
109				$0		$0	$0	
110				$0		$0	$0	
111				$0		$0	$0	
112				$0		$0	$0	
113	INTERIOR FINISHES			$0		$0	$0	
114				$0		$0	$0	
115	touch-up @ windows	1	100.00	$100	50	$1400	$1500	
116	cleaning service	12	100.00	$1200		$0	$1200	
117				$0		$0	$0	
118				$0		$0	$0	
119				$0		$0	$0	
120				$0		$0	$0	
121				$0		$0	$0	
122				$0		$0	$0	
123				$0		$0	$0	
124	ALLOWANCES			$0		$0	$0	
125	wall framing damage	1	3000.00	$3000		$0	$3000	
126	wall sheathing damage	1	1500.00	$1500		$0	$1500	
127	Balcony ceiling damage	1	1000.00	$1000		$0	$1000	
128	Balcony framing damage	1	3000.00	$3000		$0	$3000	
129	insulation damage	1	600.00	$600		$0	$600	
130	interior sheetrock damage	1	1000.00	$1000		$0	$1000	
131	interior trim damage	1	1000.00	$1000		$0	$1000	
132	interior paint	1	8000.00	$8000		$0	$8000	
133	interior floor finishes	1	2000.00	$2000		$0	$2000	
134	electrical	1	500.00	$500		$0	$500	
135	plumbing	1	500.00	$500		$0	$500	
136	HVAC	1	500.00	$500		$0	$500	
137	landscape	1	2500.00	$2500		$0	$2500	
138	Roof,framing,shingles,sheatl	1	2000.00	$2000		$0	$2000	
139	attic fire wall repair	1	1500.00	$1500		$0	$1500	
140	balcony/porch vent	1	2500.00	$2500		$0	$2500	
141	expansion joints	1	500.00	$500		$0	$500	
142	screen porch enclosure repa	1	1000.00	$1000		$0	$1000	
143				$0		$0	$0	
144	MISC. LABOR EXPENSES			$0		$0	$0	
145	supervision	6	1000.00	$6000		$0	$6000	
146	clean-up	1	200.00	$200	120	$3360	$3560	
147	material pick-up			$0	60	$1680	$1680	
148	weekly meetings			$0	80	$2240	$2240	
149	de-mobilization			$0	4	$112	$112	
150	punch list			$0	200	$5600	$5600	
151				$0		$0	$0	

	A	B	C	D	E	F	G	H
152				$0		$0	$0	
153				$0		$0	$0	
154				$0		$0	$0	
155				$0		$0	$0	
156				$0		$0	$0	
157				$0		$0	$0	
158	OTHER JOB COSTS			$0		$0	$0	
159	freight charges	1	700.00	$700		$0	$700	
160	gas expenses	1	1400.00	$1400		$0	$1400	
161	travel expenses	1	2000.00	$2000		$0	$2000	
162	contingency	1	10000.00	$10000		$0	$10000	
163				$0		$0	$0	
164				$0		$0	$0	
165				$0		$0	$0	
166				$0		$0	$0	
167				$0		$0	$0	
168				$0		$0	$0	
169				$0		$0	$0	
170			0.00	$0		$0	$0	
172				$213661	3526	$98728	$312389	
174				MATS	MH	LABOR	COST	
176					GM		JOB TOT	
177					20%		$390487	
178					BOND		GRAND TOT	
179					2%		$397277	
180								

	A	B	C	D	E	F	G	H
1	JOB NAME	TYPE	BUILDER			DATE		
2	Magnolia North #4827	reclad	PSC LLC.			10/21/04		
3	LOCATION							
4	Myrtle Beach							
5		MATERI	MATERIAL	MATERIAL	LABOR	LABOR		
6	ITEM	QUANTIT	TAXED UNIT	TOTAL $	AN HOU	TOTAL $	TOTAL $	
7								
8	MOBILIZATION			$0		$0	$0	
9	building permit	1	2000.00	$2000		$0	$2000	
10	job trailor	1	300.00	$300		$0	$300	
11	storage trailor	1	100.00	$100		$0	$100	
12	temporary utilities	1	125.00	$125		$0	$125	
13	dumpster	1	1500.00	$1500		$0	$1500	
14	port-a-john	1	300.00	$300		$0	$300	
15	signs & barricades	1	50.00	$50		$0	$50	
16				$0		$0	$0	
17				$0		$0	$0	
18				$0		$0	$0	
19	EQUIPMENT			$0		$0	$0	
20	scaffold	1	35925.00	$35925		$0	$35925	
21	fork lift	1	1500.00	$1500		$0	$1500	
22	misc. rental tools	1	250.00	$250		$0	$250	
23				$0		$0	$0	
24				$0		$0	$0	
25				$0		$0	$0	
26				$0		$0	$0	
27	DEMOLITION			$0		$0	$0	
28	Brick removal			$0		$0	$0	
29	Column cladding removal	2445	0.75	$1834		$0	$1834	
30	Hardi-Plank removal	8295	0.75	$6221		$0	$6221	
31	balcony carpet & sheathing	3794	1.00	$3794		$0	$3794	
32	Brick rowlock removal	448	2.00	$896		$0	$896	
33				$0		$0	$0	
34				$0		$0	$0	
35				$0		$0	$0	
36	electrical (wiring & panels)	1	350.00	$350		$0	$350	
37	HVAC	1	350.00	$350		$0	$350	
38	misc. building components			$0	50	$1400	$1400	
39	Balcony handrails removal			$0	80	$2240	$2240	
40				$0		$0	$0	
41				$0		$0	$0	
42				$0		$0	$0	
43	PROTECTION			$0		$0	$0	
44	6 mil poly (exposed walls)	7	50.00	$350	70	$1960	$2310	
45	tape & tacs	1	125.00	$125		$0	$125	
46	plywood (dumpster, trailor)	10	15.00	$150	2	$56	$206	
47	carpet runners	1	100.00	$100	12	$336	$436	
48				$0		$0	$0	
49				$0		$0	$0	
50				$0		$0	$0	

	A	B	C	D	E	F	G	H
51				$0		$0	$0	
52	CARPENTRY/FRAMING			$0		$0	$0	
53	floor sheathing adhesive	120	3.00	$360		$0	$360	
54	balcony floor sheathing	120	48.35	$5802	120	$3360	$9162	
55	Stair tower footings		300.00	$0		$0	$0	
56	nails	1	300.00	$300		$0	$300	
57				$0		$0	$0	
58				$0		$0	$0	
59				$0		$0	$0	
60				$0		$0	$0	
61				$0		$0	$0	
62				$0		$0	$0	
63				$0		$0	$0	
64				$0		$0	$0	
65				$0		$0	$0	
66	FLASHING/WATERPROOFING			$0		$0	$0	
67	roof flashing	20	8.00	$160	8	$224	$384	
68	window r/o membrane	10	75.00	$750	120	$3360	$4110	
69	window head flash	386	0.75	$290	70	$1960	$2250	
70	balcony/wall flash	510	3.00	$1530	40	$1120	$2650	
71	balcony perimeter flash	444	3.00	$1332	100	$2800	$4132	
72	Curf	381	3.00	$1143	145	$4060	$5203	
73	balcony floor Hydro-stop	3794	2.50	$9485		$0	$9485	
74				$0		$0	$0	
75	misc. perma barrier	8	75.00	$600	60	$1680	$2280	
76	misc. liquid membrane	2	25.00	$50	20	$560	$610	
77	house wrap, tacs, tape	11	150.00	$1650	70	$1960	$3610	
78	Misc. sealants	48	5.94	$285	30	$840	$1125	
79				$0		$0	$0	
80				$0		$0	$0	
81				$0		$0	$0	
82	CARPENTRY/CLADDING			$0		$0	$0	
83	Column cladding & trim	1	7160.00	$7160	120	$3360	$10520	
84	Brick installation		9.00	$0		$0	$0	
85	ext. wall trim	1	2940.00	$2940	310	$8680	$11620	
86	balcony trim band	888	1.00	$888	85	$2380	$3268	
87				$0		$0	$0	
88	ext. wall Hardi Plank	10279	1.00	$10279	970	$27160	$37439	
89	window replacement	1	27040.00	$27040	300	$8400	$35440	
90	balcony rails	1	200.00	$200	160	$4480	$4680	
91	Brick rowlock	381	9.00	$3429		$0	$3429	
92	Brick window sills	67	12.00	$804		$0	$804	
93				$0		$0	$0	
94				$0		$0	$0	
95				$0		$0	$0	
96				$0		$0	$0	
97				$0		$0	$0	
99				$0		$0	$0	
100				$0		$0	$0	
101	EXTERIOR FINISHES			$0		$0	$0	

	A	B	C	D	E	F	G	H
102	paint/caulk	1	22043.00	$22043		$0	$22043	
103	carpet	360	12.00	$4320		$0	$4320	
104				$0		$0	$0	
105	wall components	1	200.00	$200	60	$1680	$1880	
106				$0		$0	$0	
107				$0		$0	$0	
108				$0		$0	$0	
109				$0		$0	$0	
110				$0		$0	$0	
111				$0		$0	$0	
112				$0		$0	$0	
113	INTERIOR FINISHES			$0		$0	$0	
114				$0		$0	$0	
115	touch-up @ windows	1	100.00	$100	50	$1400	$1500	
116	cleaning service	12	100.00	$1200		$0	$1200	
117				$0		$0	$0	
118				$0		$0	$0	
119				$0		$0	$0	
120				$0		$0	$0	
121				$0		$0	$0	
122				$0		$0	$0	
123				$0		$0	$0	
124	ALLOWANCES			$0		$0	$0	
125	wall framing damage	1	3000.00	$3000		$0	$3000	
126	wall sheathing damage	1	1500.00	$1500		$0	$1500	
127	Balcony ceiling damage	1	1000.00	$1000		$0	$1000	
128	Balcony framing damage	1	3000.00	$3000		$0	$3000	
129	insulation damage	1	600.00	$600		$0	$600	
130	interior sheetrock damage	1	1000.00	$1000		$0	$1000	
131	interior trim damage	1	1000.00	$1000		$0	$1000	
132	interior paint	1	8000.00	$8000		$0	$8000	
133	interior floor finishes	1	2000.00	$2000		$0	$2000	
134	electrical	1	500.00	$500		$0	$500	
135	plumbing	1	500.00	$500		$0	$500	
136	HVAC	1	500.00	$500		$0	$500	
137	landscape	1	2500.00	$2500		$0	$2500	
138	Roof,framing,shingles,sheatl	1	2000.00	$2000		$0	$2000	
139	screen/porch vent	1	2500.00	$2500		$0	$2500	
140	expansion joints	1	500.00	$500		$0	$500	
141	attic fire wall repair	1	1500.00	$1500		$0	$1500	
142	screen porch enclosure repa	1	1000.00	$1000		$0	$1000	
143				$0		$0	$0	
144	MISC. LABOR EXPENSES			$0		$0	$0	
145	supervision	6	1000.00	$6000		$0	$6000	
146	clean-up	1	200.00	$200	120	$3360	$3560	
147	material pick-up			$0	60	$1680	$1680	
148	weekly meetings			$0	80	$2240	$2240	
149	de-mobilization			$0	4	$112	$112	
150	punch list			$0	200	$5600	$5600	
151				$0		$0	$0	

	A	B	C	D	E	F	G	H
152				$0		$0	$0	
153				$0		$0	$0	
154				$0		$0	$0	
155				$0		$0	$0	
156				$0		$0	$0	
157				$0		$0	$0	
158	OTHER JOB COSTS			$0		$0	$0	
159	freight charges	1	700.00	$700		$0	$700	
160	gas expenses	1	1400.00	$1400		$0	$1400	
161	travel expenses	1	2000.00	$2000		$0	$2000	
162	contingency	1	10000.00	$10000		$0	$10000	
163				$0		$0	$0	
164				$0		$0	$0	
165				$0		$0	$0	
166				$0		$0	$0	
167				$0		$0	$0	
168				$0		$0	$0	
169				$0		$0	$0	
170			0.00	$0		$0	$0	
172				$213460	3516	$98448	$311908	
174				MATS	MH	LABOR	COST	
176					GM		JOB TOT	
177					20%		$389885	
178					BOND		GRAND TOT	
79					2%		$397683	
180								

	A	B	C	D	E	F	G	H
1	JOB NAME	TYPE	BUILDER			DATE		
2	Magnolia North #4823	reclad	PSC LLC.			10/21/04		
3	LOCATION							
4	Myrtle Beach							
5		MATERI	MATERIAL	MATERIAL	LABOR	LABOR		
6	ITEM	QUANTIT	AXED UNIT	TOTAL $	AN HOU	TOTAL $	TOTAL $	
7								
8	MOBILIZATION			$0		$0	$0	
9	building permit	1	2000.00	$2000		$0	$2000	
10	job trailor	1	300.00	$300		$0	$300	
11	storage trailor	1	100.00	$100		$0	$100	
12	temporary utilities	1	125.00	$125		$0	$125	
13	dumpster	1	1500.00	$1500		$0	$1500	
14	port-a-john	1	300.00	$300		$0	$300	
15	signs & barricades	1	50.00	$50		$0	$50	
16				$0		$0	$0	
17				$0		$0	$0	
18				$0		$0	$0	
19	EQUIPMENT			$0		$0	$0	
20	scaffold	1	35925.00	$35925		$0	$35925	
21	fork lift	1	1500.00	$1500		$0	$1500	
22	misc. rental tools	1	250.00	$250		$0	$250	
23				$0		$0	$0	
24				$0		$0	$0	
25				$0		$0	$0	
26				$0		$0	$0	
27	DEMOLITION			$0		$0	$0	
28	Brick removal			$0		$0	$0	
29	Column cladding removal	2445	0.75	$1834		$0	$1834	
30	Hardi-Plank removal	8862	0.75	$6646		$0	$6646	
31	balcony carpet & sheathing	3794	1.00	$3794		$0	$3794	
32	Brick rowlock removal	456	2.00	$912		$0	$912	
33				$0		$0	$0	
34				$0		$0	$0	
35	electrical (wiring & panels)	1	350.00	$350		$0	$350	
36	HVAC	1	350.00	$350		$0	$350	
37	misc. building components			$0	50	$1400	$1400	
38	Balcony handrails removal			$0	80	$2240	$2240	
39				$0		$0	$0	
40				$0		$0	$0	
41				$0		$0	$0	
42	PROTECTION			$0		$0	$0	
43	6 mil poly (exposed walls)	7	50.00	$350	70	$1960	$2310	
44	tape & tacs	1	125.00	$125		$0	$125	
45	plywood (dumpster, trailor)	10	15.00	$150	2	$56	$206	
46	carpet runners	1	100.00	$100	12	$336	$436	
47				$0		$0	$0	
48				$0		$0	$0	
49				$0		$0	$0	
50				$0		$0	$0	

	A	B	C	D	E	F	G	H
51	CARPENTRY/FRAMING			$0		$0	$0	
52	Floor sheathing adhesive	120	3.00	$360		$0	$360	
53	balcony floor sheathing	120	48.35	$5802	120	$3360	$9162	
54	Stair tower footings		300.00	$0		$0	$0	
55	nails	1	300.00	$300		$0	$300	
56				$0		$0	$0	
57				$0		$0	$0	
58				$0		$0	$0	
59				$0		$0	$0	
60				$0		$0	$0	
61				$0		$0	$0	
62				$0		$0	$0	
63				$0		$0	$0	
64				$0		$0	$0	
65	FLASHING/WATERPROOFING			$0		$0	$0	
66	roof flashing	40	8.00	$320	15	$420	$740	
67	window r/o membrane	10	75.00	$750	120	$3360	$4110	
68	window head flash	463	0.75	$347	90	$2520	$2867	
69	balcony/wall flash	510	3.00	$1530	40	$1120	$2650	
70	balcony perimeter flash	444	3.00	$1332	100	$2800	$4132	
71	Curf	389	3.00	$1167	150	$4200	$5367	
72	balcony floor Hydro-stop	3794	2.50	$9485		$0	$9485	
73				$0		$0	$0	
74	misc. perma barrier	8	75.00	$600	60	$1680	$2280	
75	misc. liquid membrane	2	25.00	$50	20	$560	$610	
76	house wrap, tacs, tape	11	150.00	$1650	70	$1960	$3610	
77	Misc. sealants	48	5.94	$285	30	$840	$1125	
78				$0		$0	$0	
79				$0		$0	$0	
80				$0		$0	$0	
81	CARPENTRY/CLADDING			$0		$0	$0	
82	Column cladding and trim	1	7160.00	$7160	120	$3360	$10520	
83	Brick installation		9.00	$0		$0	$0	
84	ext. wall trim	1	2940.00	$2940	310	$8680	$11620	
85	balcony trim band	888	1.00	$888	85	$2380	$3268	
86				$0		$0	$0	
87	ext. wall Hardi Plank	10752	1.00	$10752	1015	$28420	$39172	
88	window replacement	1	27040.00	$27040	300	$8400	$35440	
89	balcony rails	1	1000.00	$1000	160	$4480	$5480	
90	Brick rowlock	389	9.00	$3501		$0	$3501	
91	Brick window sills	67	12.00	$804		$0	$804	
92				$0		$0	$0	
93				$0		$0	$0	
94				$0		$0	$0	
95				$0		$0	$0	
96				$0		$0	$0	
[illegible]				$0		$0	$0	
[illegible]				$0		$0	$0	
100	EXTERIOR FINISHES			$0		$0	$0	
101	paint/caulk	1	22043.00	$22043		$0	$22043	

	A	B	C	D	E	F	G	H
102	carpet	360	12.00	$4320		$0	$4320	
103				$0		$0	$0	
104	wall components	1	200.00	$200	60	$1680	$1880	
105				$0		$0	$0	
106				$0		$0	$0	
107				$0		$0	$0	
108				$0		$0	$0	
109				$0		$0	$0	
110				$0		$0	$0	
111				$0		$0	$0	
112	INTERIOR FINISHES			$0		$0	$0	
113				$0		$0	$0	
114	touch-up @ windows	1	100.00	$100	50	$1400	$1500	
115	cleaning service	12	100.00	$1200		$0	$1200	
116				$0		$0	$0	
117				$0		$0	$0	
118				$0		$0	$0	
119				$0		$0	$0	
120				$0		$0	$0	
121				$0		$0	$0	
122				$0		$0	$0	
123	ALLOWANCES			$0		$0	$0	
124	wall framing damage	1	3000.00	$3000		$0	$3000	
125	wall sheathing damage	1	1500.00	$1500		$0	$1500	
126	Balcony ceiling damage	1	1000.00	$1000		$0	$1000	
127	Balcony framing damage	1	3000.00	$3000		$0	$3000	
128	insulation damage	1	600.00	$600		$0	$600	
129	interior sheetrock damage	1	1000.00	$1000		$0	$1000	
130	interior trim damage	1	1000.00	$1000		$0	$1000	
131	interior paint	1	8000.00	$8000		$0	$8000	
132	interior floor finishes	1	2000.00	$2000		$0	$2000	
133	electrical	1	500.00	$500		$0	$500	
134	plumbing	1	500.00	$500		$0	$500	
135	HVAC	1	500.00	$500		$0	$500	
136	landscape	1	2500.00	$2500		$0	$2500	
137	Roof,framing,shingles,sheatl	1	2000.00	$2000		$0	$2000	
138	screen/porch enclosure repa	1	1000.00	$1000		$0	$1000	
139	attic fire wall repairs	1	1500.00	$1500		$0	$1500	
140	balcony/porch vent	1	2500.00	$2500		$0	$2500	
141	expansion joints	1	500.00	$500		$0	$500	
142				$0		$0	$0	
143	MISC. LABOR EXPENSES			$0		$0	$0	
144	supervision	6	1000.00	$6000		$0	$6000	
145	clean-up	1	200.00	$200	120	$3360	$3560	
146	material pick-up			$0	60	$1680	$1680	
147	weekly meetings			$0	80	$2240	$2240	
148	de-mobilization			$0	4	$112	$112	
149	punch list			$0	200	$5600	$5600	
150				$0		$0	$0	
151				$0		$0	$0	

	A	B	C	D	E	F	G	H
152				$0		$0	$0	
153				$0		$0	$0	
154				$0		$0	$0	
155				$0		$0	$0	
156				$0		$0	$0	
157	OTHER JOB COSTS			$0		$0	$0	
158	freight charges	1	700.00	$700		$0	$700	
159	gas expenses	1	1400.00	$1400		$0	$1400	
160	travel expenses	1	2000.00	$2000		$0	$2000	
161	contingency	1	10000.00	$10000		$0	$10000	
162				$0		$0	$0	
163				$0		$0	$0	
164				$0		$0	$0	
165				$0		$0	$0	
166				$0		$0	$0	
167				$0		$0	$0	
168				$0		$0	$0	
169			0.00	$0		$0	$0	
171				$215488	3593	$100604	$316092	
173				MATS	MH	LABOR	COST	
175					GM		JOB TOT	
176					20%		$395115	
177					BOND		GRAND TOT	
178					2%		$403017	
179								

	A	B	C	D	E	F	G	H
1	JOB NAME	TYPE	BUILDER			DATE		
2	Magnolia North #4819	reclad	PSC LLC.			10/21/04		
3	LOCATION							
4	Myrtle Beach							
5		MATERI	MATERIAL	MATERIAL	LABOR	LABOR		
6	ITEM	QUANTIT	AXED UNIT	TOTAL $	AN HOU	TOTAL $	TOTAL $	
7								
8	MOBILIZATION			$0		$0	$0	
9	building permit	1	2000.00	$2000		$0	$2000	
10	job trailor	1	300.00	$300		$0	$300	
11	storage trailor	1	100.00	$100		$0	$100	
12	temporary utilities	1	125.00	$125		$0	$125	
13	dumpster	1	1500.00	$1500		$0	$1500	
14	port-a-john	1	300.00	$300		$0	$300	
15	signs & barricades	1	50.00	$50		$0	$50	
16				$0		$0	$0	
17				$0		$0	$0	
18				$0		$0	$0	
19	EQUIPMENT			$0		$0	$0	
20	scaffold	1	35925.00	$35925		$0	$35925	
21	fork lift	1	1500.00	$1500		$0	$1500	
22	misc. rental tools	1	250.00	$250		$0	$250	
23				$0		$0	$0	
24				$0		$0	$0	
25				$0		$0	$0	
26				$0		$0	$0	
27	DEMOLITION			$0		$0	$0	
28	Brick removal		2.00	$0		$0	$0	
29	Column cladding removal	2445	0.75	$1834		$0	$1834	
30	Hardi-Plank removal	6789	0.75	$5092		$0	$5092	
31	balcony carpet & sheathing	3578	1.00	$3578		$0	$3578	
32	Brick rowlock removal	428	2.00	$856		$0	$856	
33				$0		$0	$0	
34				$0		$0	$0	
35	electrical (wiring & panels)	1	350.00	$350		$0	$350	
36	HVAC	1	350.00	$350		$0	$350	
37	misc. building components			$0	50	$1400	$1400	
38	Balcony handrails removal			$0	80	$2240	$2240	
39				$0		$0	$0	
40				$0		$0	$0	
41				$0		$0	$0	
42	PROTECTION			$0		$0	$0	
43	6 mil poly (exposed walls)	7	50.00	$350	70	$1960	$2310	
44	tape & tacs	1	125.00	$125		$0	$125	
45	plywood (dumpster, trailor)	10	15.00	$150	2	$56	$206	
6	carpet runners	1	100.00	$100	10	$280	$380	
				$0		$0	$0	
48				$0		$0	$0	
49				$0		$0	$0	
50				$0		$0	$0	

	A	B	C	D	E	F	G	H
51	CARPENTRY/FRAMING			$0		$0	$0	
52	floor sheathing adhesive	112	3.00	$336		$0	$336	
53	balcony floor sheathing	112	48.35	$5415	112	$3136	$8551	
54	Stair tower footings			$0		$0	$0	
55	nails	1	300.00	$300		$0	$300	
56				$0		$0	$0	
57				$0		$0	$0	
58				$0		$0	$0	
59				$0		$0	$0	
60				$0		$0	$0	
61				$0		$0	$0	
62				$0		$0	$0	
63				$0		$0	$0	
64				$0		$0	$0	
65	FLASHING/WATERPROOFING			$0		$0	$0	
66	roof flashing	112	8.00	$896	40	$1120	$2016	
67	window r/o membrane	10	75.00	$750	120	$3360	$4110	
68	window head flash	359	0.75	$269	70	$1960	$2229	
69	balcony/wall flash	485	3.00	$1455	40	$1120	$2575	
70	balcony perimeter flash	420	3.00	$1260	100	$2800	$4060	
71	Curf	355	3.00	$1065	120	$3360	$4425	
72	balcony floor Hydro-stop	3578	2.50	$8945		$0	$8945	
73				$0		$0	$0	
74	misc. perma barrier	8	75.00	$600	60	$1680	$2280	
75	misc. liquid membrane	2	25.00	$50	20	$560	$610	
76	house wrap, tacs, tape	10	150.00	$1500	60	$1680	$3180	
77	Misc. sealants	48	5.94	$285	30	$840	$1125	
78				$0		$0	$0	
79				$0		$0	$0	
80				$0		$0	$0	
81	CARPENTRY/CLADDING			$0		$0	$0	
82	Column cladding and trim	1	7160.00	$7160	120	$3360	$10520	
83	Brick installation			$0		$0	$0	
84	ext. wall trim	1	2940.00	$2940	310	$8680	$11620	
85	balcony trim band	888	1.00	$888	85	$2380	$3268	
86				$0		$0	$0	
87	ext. wall Hardi Plank	8176	1.00	$8176	770	$21560	$29736	
88	window replacement	1	27040.00	$27040	300	$8400	$35440	
89	balcony rails	1	1000.00	$1000	160	$4480	$5480	
90	Brick rowlock	355	9.00	$3195		$0	$3195	
91	Brick window sills	73	12.00	$876		$0	$876	
92				$0		$0	$0	
93				$0		$0	$0	
94				$0		$0	$0	
95				$0		$0	$0	
[illegible]				$0		$0	$0	
[illegible]				$0		$0	$0	
99				$0		$0	$0	
100	EXTERIOR FINISHES			$0		$0	$0	
101	paint/caulk	1	22043.00	$22043		$0	$22043	

	A	B	C	D	E	F	G	H
102	carpet	336	12.00	$4032		$0	$4032	
103				$0		$0	$0	
104	wall components	1	200.00	$200	60	$1680	$1880	
105				$0		$0	$0	
106				$0		$0	$0	
107				$0		$0	$0	
108				$0		$0	$0	
109				$0		$0	$0	
110				$0		$0	$0	
111				$0		$0	$0	
112	INTERIOR FINISHES			$0		$0	$0	
113				$0		$0	$0	
114	touch-up @ windows	1	100.00	$100	50	$1400	$1500	
115	cleaning service	10	100.00	$1000		$0	$1000	
116				$0		$0	$0	
117				$0		$0	$0	
118				$0		$0	$0	
119				$0		$0	$0	
120				$0		$0	$0	
121				$0		$0	$0	
122				$0		$0	$0	
123	ALLOWANCES			$0		$0	$0	
124	wall framing damage	1	3000.00	$3000		$0	$3000	
125	wall sheathing damage	1	1500.00	$1500		$0	$1500	
126	Balcony ceiling damage	1	1000.00	$1000		$0	$1000	
127	Balcony framing damage	1	3000.00	$3000		$0	$3000	
128	insulation damage	1	600.00	$600		$0	$600	
129	interior sheetrock damage	1	1000.00	$1000		$0	$1000	
130	interior trim damage	1	1000.00	$1000		$0	$1000	
131	interior paint	1	8000.00	$8000		$0	$8000	
132	Interior floor finishes	1	2000.00	$2000		$0	$2000	
133	electrical	1	500.00	$500		$0	$500	
134	plumbing	1	500.00	$500		$0	$500	
135	HVAC	1	500.00	$500		$0	$500	
136	landscape	1	2500.00	$2500		$0	$2500	
137	Roof,framing,shingles,sheath	1	2000.00	$2000		$0	$2000	
138	screen/porch enclosure repa	1	1000.00	$1000		$0	$1000	
139	attic fire wall repairs	1	1500.00	$1500		$0	$1500	
140	balcony/porch vent	1	2500.00	$2500		$0	$2500	
141	expansion joint	1	500.00	$500		$0	$500	
142				$0		$0	$0	
143	MISC. LABOR EXPENSES			$0		$0	$0	
144	supervision	6	1000.00	$6000		$0	$6000	
145	clean-up	1	200.00	$200	120	$3360	$3560	
146	material pick-up			$0	60	$1680	$1680	
147	weekly meetings			$0	80	$2240	$2240	
148	de-mobilization			$0	4	$112	$112	
149	punch list			$0	200	$5600	$5600	
150				$0		$0	$0	
151				$0		$0	$0	

	A	B	C	D	E	F	G	H
152				$0		$0	$0	
153				$0		$0	$0	
154				$0		$0	$0	
155				$0		$0	$0	
156				$0		$0	$0	
157	OTHER JOB COSTS			$0		$0	$0	
158	freight charges	1	700.00	$700		$0	$700	
159	gas expenses	1	1400.00	$1400		$0	$1400	
160	travel expenses	1	2000.00	$2000		$0	$2000	
161	contingency	1	10000.00	$10000		$0	$10000	
162				$0		$0	$0	
163				$0		$0	$0	
164				$0		$0	$0	
165				$0		$0	$0	
166				$0		$0	$0	
167				$0		$0	$0	
168				$0		$0	$0	
169			0.00	$0		$0	$0	
171				$209511	3303	$92484	$301995	
173				MATS	MH	LABOR	COST	
175					GM		JOB TOT	
176					20%		$377494	
177					BOND		GRAND TOT	
178					2%		$384024	
179								

	A	B	C	D	E	F	G	H
1	JOB NAME	TYPE	BUILDER			DATE	SQFT	
2	Magnolia North #4815	reclad	PSC LLC.			10/21/04		
3	LOCATION							
4	Myrtle Beach							
5		MATERI	MATERIAL	MATERIAL	LABOR	LABOR		
6	ITEM	QUANTIT	AXED UNIT	TOTAL $	AN HOU	TOTAL $	TOTAL $	
7								
8	MOBILIZATION			$0		$0	$0	
9	building permit	1	2000.00	$2000		$0	$2000	
10	job trailor	1	300.00	$300		$0	$300	
11	storage trailor	1	100.00	$100		$0	$100	
12	temporary utilities	1	125.00	$125		$0	$125	
13	dumpster	1	1500.00	$1500		$0	$1500	
14	port-a-john	1	300.00	$300		$0	$300	
15	signs & barricades	1	50.00	$50		$0	$50	
16				$0		$0	$0	
17				$0		$0	$0	
18				$0		$0	$0	
19	EQUIPMENT			$0		$0	$0	
20	scaffold	1	35925.00	$35925		$0	$35925	
21	fork lift	1	1500.00	$1500		$0	$1500	
22	misc. rental tools	1	250.00	$250		$0	$250	
23				$0		$0	$0	
24				$0		$0	$0	
25				$0		$0	$0	
26				$0		$0	$0	
27	DEMOLITION			$0		$0	$0	
28	Brick removal		2.00	$0		$0	$0	
29	Column trim removal	2445	0.75	$1834		$0	$1834	
30	Hardi-Plank removal	8587	0.75	$6440		$0	$6440	
31	balcony carpet & sheathing	3794	1.00	$3794		$0	$3794	
32	Brick rowlock/sills removal	413	2.00	$826		$0	$826	
33				$0		$0	$0	
34				$0		$0	$0	
35	electrical (wiring & panels)	1	350.00	$350		$0	$350	
36	HVAC	1	350.00	$350		$0	$350	
37	misc. building components			$0	50	$1400	$1400	
38	Balcony handrails removal			$0	80	$2240	$2240	
39				$0		$0	$0	
40				$0		$0	$0	
41				$0		$0	$0	
42	PROTECTION			$0		$0	$0	
43	6 mil poly (exposed walls)	7	50.00	$350	70	$1960	$2310	
44	tape & tacs	1	125.00	$125		$0	$125	
45	plywood (dumpster, trailor)	10	15.00	$150	2	$56	$206	
46	carpet runners	1	100.00	$100	12	$336	$436	
48				$0		$0	$0	
49				$0		$0	$0	
50				$0		$0	$0	
				$0		$0	$0	

	A	B	C	D	E	F	G	H
51	CARPENTRY/FRAMING			$0		$0	$0	
52	Floor sheathing adhesive	120	3.00	$360		$0	$360	
53	balcony floor sheathing	120	48.35	$5802	120	$3360	$9162	
54	Stair tower footings			$0		$0	$0	
55	nails	1	300.00	$300		$0	$300	
56				$0		$0	$0	
57				$0		$0	$0	
58				$0		$0	$0	
59				$0		$0	$0	
60				$0		$0	$0	
61				$0		$0	$0	
62				$0		$0	$0	
63				$0		$0	$0	
64				$0		$0	$0	
65	FLASHING/WATERPROOFING			$0		$0	$0	
66	roof flashing	20	8.00	$160	10	$280	$440	
67	window r/o membrane	10	75.00	$750	120	$3360	$4110	
68	window head flash	432	0.75	$324	85	$2380	$2704	
69	balcony/wall flash	510	3.00	$1530	40	$1120	$2650	
70	balcony perimeter flash	444	3.00	$1332	100	$2800	$4132	
71	Curf	348	3.00	$1044	145	$4060	$5104	
72	balcony floor Hydro-stop	3794	2.50	$9485		$0	$9485	
73				$0		$0	$0	
74	misc. perma barrier	8	75.00	$600	60	$1680	$2280	
75	misc. liquid membrane	2	25.00	$50	20	$560	$610	
76	house wrap, tacs, tape	11	150.00	$1650	70	$1960	$3610	
77	Misc. sealants	48	5.94	$285	30	$840	$1125	
78				$0		$0	$0	
79				$0		$0	$0	
80				$0		$0	$0	
81	CARPENTRY/CLADDING			$0		$0	$0	
82	Column cladding and trim	1	7160.00	$7160	120	$3360	$10520	
83	Brick installation		9.00	$0		$0	$0	
84	ext. wall trim	1	2940.00	$2940	310	$8680	$11620	
85	balcony trim band	888	1.00	$888	85	$2380	$3268	
86				$0		$0	$0	
87	ext. wall Hardi Plank	10421	1.00	$10421	985	$27580	$38001	
88	window replacement	1	27040.00	$27040	300	$8400	$35440	
89	balcony rails	1	1000.00	$1000	160	$4480	$5480	
90	Brick rowlock	348	9.00	$3132		$0	$3132	
91	Brick window sills	65	12.00	$780		$0	$780	
92				$0		$0	$0	
93				$0		$0	$0	
94				$0		$0	$0	
95				$0		$0	$0	
96				$0		$0	$0	
				$0		$0	$0	
99				$0		$0	$0	
100	EXTERIOR FINISHES			$0		$0	$0	
101	paint/caulk	1	22043.00	$22043		$0	$22043	

	A	B	C	D	E	F	G	H
102	carpet	360	12.00	$4320		$0	$4320	
103				$0		$0	$0	
104	wall components	1	200.00	$200	60	$1680	$1880	
105				$0		$0	$0	
106				$0		$0	$0	
107				$0		$0	$0	
108				$0		$0	$0	
109				$0		$0	$0	
110				$0		$0	$0	
111				$0		$0	$0	
112	INTERIOR FINISHES			$0		$0	$0	
113				$0		$0	$0	
114	touch-up @ windows	1	100.00	$100	50	$1400	$1500	
115	cleaning service	12	100.00	$1200		$0	$1200	
116				$0		$0	$0	
117				$0		$0	$0	
118				$0		$0	$0	
119				$0		$0	$0	
120				$0		$0	$0	
121				$0		$0	$0	
122				$0		$0	$0	
123	ALLOWANCES			$0		$0	$0	
124	wall framing damage	1	3000.00	$3000		$0	$3000	
125	wall sheathing damage	1	1500.00	$1500		$0	$1500	
126	Balcony ceiling damage	1	1000.00	$1000		$0	$1000	
127	Balcony framing damage	1	3000.00	$3000		$0	$3000	
128	insulation damage	1	600.00	$600		$0	$600	
129	interior sheetrock damage	1	1000.00	$1000		$0	$1000	
130	interior trim damage	1	1000.00	$1000		$0	$1000	
131	interior paint	1	8000.00	$8000		$0	$8000	
132	interior floor finishes	1	2000.00	$2000		$0	$2000	
133	electrical	1	500.00	$500		$0	$500	
134	plumbing	1	500.00	$500		$0	$500	
135	HVAC	1	500.00	$500		$0	$500	
136	landscape	1	2500.00	$2500		$0	$2500	
137	Roof,framing,shingles,sheath	1	2000.00	$2000		$0	$2000	
138	screen/porch enclosure rep	1	1000.00	$1000		$0	$1000	
139	attic fire wall repairs	1	1500.00	$1500		$0	$1500	
140	balcony/porch vent	1	2500.00	$2500		$0	$2500	
141	expansion joint	1	500.00	$500		$0	$500	
142				$0		$0	$0	
143	MISC. LABOR EXPENSES			$0		$0	$0	
144	supervision	6	1000.00	$6000		$0	$6000	
145	clean-up	1	200.00	$200	120	$3360	$3560	
146	material pick-up			$0	60	$1680	$1680	
147	weekly meetings			$0	80	$2240	$2240	
	de-mobilization			$0	4	$112	$112	
149	punch list			$0	200	$5600	$5600	
150				$0		$0	$0	
151				$0		$0	$0	

	A	B	C	D	E	F	G	H
152				$0		$0	$0	
153				$0		$0	$0	
154				$0		$0	$0	
155				$0		$0	$0	
156				$0		$0	$0	
157	OTHER JOB COSTS			$0		$0	$0	
158	freight charges	1	700.00	$700		$0	$700	
159	gas expenses	1	1400.00	$1400		$0	$1400	
160	travel expenses	1	2000.00	$2000		$0	$2000	
161	contingency	1	10000.00	$10000		$0	$10000	
162				$0		$0	$0	
163				$0		$0	$0	
164				$0		$0	$0	
165				$0		$0	$0	
166				$0		$0	$0	
167				$0		$0	$0	
168				$0		$0	$0	
169			0.00	$0		$0	$0	
171				$214165	3548	$99344	$313509	
173				MATS	MH	LABOR	COST	
175					GM		JOB TOT	
176					20%		$391886	
177					BOND		GRAND TOT	
178					2%		$398704	
179								

	A	B	C	D	E	F	G	H
1	JOB NAME	TYPE	BUILDER			DATE	SQFT	
2	Magnolia North #4811	reclad	PSC LLC.			10/21/04		
3	LOCATION							
4	Myrtle Beach							
5		MATERI	MATERIAL	MATERIAL	LABOR	LABOR		
6	ITEM	QUANTIT	AXED UNI	TOTAL $	AN HOU	TOTAL $	TOTAL $	
7								
8	MOBILIZATION			$0		$0	$0	
9	building permit	1	2000.00	$2000		$0	$2000	
10	job trailor	1	300.00	$300		$0	$300	
11	storage trailor	1	100.00	$100		$0	$100	
12	temporary utilities	1	125.00	$125		$0	$125	
13	dumpster	1	1500.00	$1500		$0	$1500	
14	port-a-john	1	300.00	$300		$0	$300	
15	signs & barricades	1	50.00	$50		$0	$50	
16				$0		$0	$0	
17				$0		$0	$0	
18				$0		$0	$0	
19	EQUIPMENT			$0		$0	$0	
20	scaffold	1	35925.00	$35925		$0	$35925	
21	fork lift	1	1500.00	$1500		$0	$1500	
22	misc. rental tools	1	250.00	$250		$0	$250	
23				$0		$0	$0	
24				$0		$0	$0	
25				$0		$0	$0	
26				$0		$0	$0	
27	DEMOLITION			$0		$0	$0	
28	Brick removal		2.00	$0		$0	$0	
29	Column cladding removal	2445	0.75	$1834		$0	$1834	
30	Hardi-Plank removal	8723	0.75	$6542		$0	$6542	
31	balcony carpet & sheathing	3794	1.00	$3794		$0	$3794	
32	Brick rowlock/sills removal	456	2.00	$912		$0	$912	
33				$0		$0	$0	
34				$0		$0	$0	
35	electrical (wiring & panels)	1	350.00	$350		$0	$350	
36	HVAC	1	350.00	$350		$0	$350	
37	misc. building components			$0	50	$1400	$1400	
38	Balcony handrails removal			$0	80	$2240	$2240	
39				$0		$0	$0	
40				$0		$0	$0	
41				$0		$0	$0	
42	PROTECTION			$0		$0	$0	
43	6 mil poly (exposed walls)	7	50.00	$350	70	$1960	$2310	
44	tape & tacs	1	125.00	$125		$0	$125	
45	plywood (dumpster, trailor)	10	15.00	$150	2	$56	$206	
46	carpet runners	1	100.00	$100	12	$336	$436	
47				$0		$0	$0	
48				$0		$0	$0	
49				$0		$0	$0	
50				$0		$0	$0	

	A	B	C	D	E	F	G	H
51	CARPENTRY/FRAMING			$0		$0	$0	
52	Floor sheathing adhesive	120	3.00	$360		$0	$360	
53	balcony floor sheathing	120	48.35	$5802	120	$3360	$9162	
54	Stair tower footings		300.00	$0		$0	$0	
55	nails	1	300.00	$300		$0	$300	
56				$0		$0	$0	
57				$0		$0	$0	
58				$0		$0	$0	
59				$0		$0	$0	
60				$0		$0	$0	
61				$0		$0	$0	
62				$0		$0	$0	
63				$0		$0	$0	
64				$0		$0	$0	
65	FLASHING/WATERPROOFING			$0		$0	$0	
66	roof flashing	40	8.00	$320	15	$420	$740	
67	window r/o membrane	10	75.00	$750	120	$3360	$4110	
68	window head flash	464	0.75	$348	85	$2380	$2728	
69	balcony/wall flash	510	3.00	$1530	40	$1120	$2650	
70	balcony perimeter flash	444	3.00	$1332	100	$2800	$4132	
71	Curf	389	3.00	$1167	145	$4060	$5227	
72	balcony floor Hydr-stop	3794	2.50	$9485		$0	$9485	
73				$0		$0	$0	
74	misc. perma barrier	8	75.00	$600	60	$1680	$2280	
5	misc. liquid membrane	2	25.00	$50	20	$560	$610	
76	house wrap, tacs, tape	11	150.00	$1650	70	$1960	$3610	
77	Misc. sealants	48	5.94	$285	30	$840	$1125	
78				$0		$0	$0	
79				$0		$0	$0	
80				$0		$0	$0	
81	CARPENTRY/CLADDING			$0		$0	$0	
82	Column cladding and trim	1	7160.00	$7160	120	$3360	$10520	
83	Brick installation		9.00	$0		$0	$0	
84	ext. wall trim	1	2940.00	$2940	310	$8680	$11620	
85	balcony trim band	888	1.00	$888	85	$2380	$3268	
86				$0		$0	$0	
87	ext. wall Hardi Plank	10609	1.00	$10609	1000	$28000	$38609	
88	window replacement	1	27040.00	$27040	300	$8400	$35440	
89	balcony rails	1	1000.00	$1000	160	$4480	$5480	
90	Brick rowlock	389	9.00	$3501		$0	$3501	
91	Brick window sills	67	12.00	$804		$0	$804	
92				$0		$0	$0	
93				$0		$0	$0	
94				$0		$0	$0	
95				$0		$0	$0	
5				$0		$0	$0	
				$0		$0	$0	
99				$0		$0	$0	
100	EXTERIOR FINISHES			$0		$0	$0	
101	paint/caulk	1	22043.00	$22043		$0	$22043	

	A	B	C	D	E	F	G	H
102	carpet	360	12.00	$4320		$0	$4320	
103			200.00	$0		$0	$0	
104	wall components	1	200.00	$200	60	$1680	$1880	
105				$0		$0	$0	
106				$0		$0	$0	
107				$0		$0	$0	
108				$0		$0	$0	
109				$0		$0	$0	
110				$0		$0	$0	
111				$0		$0	$0	
112	INTERIOR FINISHES			$0		$0	$0	
113				$0		$0	$0	
114	touch-up @ windows	1	100.00	$100	50	$1400	$1500	
115	cleaning service	12	100.00	$1200		$0	$1200	
116				$0		$0	$0	
117				$0		$0	$0	
118				$0		$0	$0	
119				$0		$0	$0	
120				$0		$0	$0	
121				$0		$0	$0	
122				$0		$0	$0	
123	ALLOWANCES			$0		$0	$0	
124	wall framing damage	1	3000.00	$3000		$0	$3000	
125	wall sheathing damage	1	1500.00	$1500		$0	$1500	
126	Balcony ceiling damage	1	1000.00	$1000		$0	$1000	
127	Balcony framing damage	1	3000.00	$3000		$0	$3000	
128	insulation damage	1	600.00	$600		$0	$600	
129	interior sheetrock damage	1	1000.00	$1000		$0	$1000	
130	interior trim damage	1	1000.00	$1000		$0	$1000	
131	interior paint	1	8000.00	$8000		$0	$8000	
132	interior floor finishes	1	2000.00	$2000		$0	$2000	
133	electrical	1	500.00	$500		$0	$500	
134	plumbing	1	500.00	$500		$0	$500	
135	HVAC	1	500.00	$500		$0	$500	
136	landscape	1	2500.00	$2500		$0	$2500	
137	Roof,framing,shingles,sheath	1	2000.00	$2000		$0	$2000	
138	screen/porch vent &	1	2500.00	$2500		$0	$2500	
139	expansion joint	1	500.00	$500		$0	$500	
140	attic firewall repair	1	1500.00	$1500		$0	$1500	
141	screen porch enclosure repa	1	1000.00	$1000		$0	$1000	
142				$0		$0	$0	
143	MISC. LABOR EXPENSES			$0		$0	$0	
144	supervision	6	1000.00	$6000		$0	$6000	
145	clean-up	1	200.00	$200	120	$3360	$3560	
146	material pick-up			$0	60	$1680	$1680	
147	weekly meetings			$0	80	$2240	$2240	
148	de-mobilization			$0	4	$112	$112	
149	punch list			$0	200	$5600	$5600	
150				$0		$0	$0	
151				$0		$0	$0	

	A	B	C	D	E	F	G	H
152				$0		$0	$0	
153				$0		$0	$0	
154				$0		$0	$0	
155				$0		$0	$0	
156				$0		$0	$0	
157	OTHER JOB COSTS			$0		$0	$0	
158	freight charges	1	700.00	$700		$0	$700	
159	gas expenses	1	1400.00	$1400		$0	$1400	
160	travel expenses	1	2000.00	$2000		$0	$2000	
161	contingency	1	10000.00	$10000		$0	$10000	
162				$0		$0	$0	
163				$0		$0	$0	
164				$0		$0	$0	
165				$0		$0	$0	
166				$0		$0	$0	
167				$0		$0	$0	
168				$0		$0	$0	
169			0.00	$0		$0	$0	
171				$215241	3568	$99904	$315145	
173				MATS	MH	LABOR	COST	
175					GM		JOB TOT	
176					20%		$393931	
177					BOND		GRAND TOT	
178					2%		$401810	
179								

PRIME SOUTH

Contractors License SC #108826
Contractors License NC #54317

65 Park Street Extension
Little River, SC 29566
PH 843-281-1249 - FAX 843-281-1398

2815-C SUPERIOR DR
WAKE FOREST, NC 27587
PH 919.872.6711 • FAX 919.872.6723

PO Box 454
Chapin, SC 29063
PH 803-609-7227 - FAX 803-364-0568

LICENSED GENERAL CONTRACTORS IN NORTH CAROLINA AND SOUTH CAROLINA

4 Apr. 08

This is Prime South of the Carolinas LLC's estimated non-water intrusion repair cost for Magnolia North condominiums. Repair of stair tower footings $17,600. Repair allowance for attic firewalls $39,375. To the best of my knowledge these are the only non-water intrusion items.

Although prices have gone up on materials and freight, we have relocated our office from Columbia to the Myrtle Beach area and our gas and travel expenses have been reduced to off set the difference. Therefore proposal number 489851199 dated 09/19/06 for $9,216,230 is still valid.

Sincerely,

Mitch Carpenter
Prime South of the Carolinas LLC
Project Manager/Estimator

PRIME SOUTH
General Contractors
NC License #54317
SC License # G-108826

Proposal

	Work to be performed at:
Magnolia North HOA	Magnolia North Bldgs. 48-11,15,19,23,27, 35,39,43,47,51,55,77,79,70,68,30,34,46,56,60,64.
MYRTLE BEACH, SC	Date of Proposal: 05/10/09

We hereby propose to furnish all the materials, labor, insurance, and equipment necessary for the completion of:

Magnolia North Retrofit

All material is guaranteed to be as specified, and the above work is to be performed in accordance with any drawings and specifications supplied, and the above work is to be completed in a substantial workmanlike manner for the sum of:

Seven Million Seven Hundred Ninety Three Thousand Four Hundred Sixty Eight Dollars

Draw Schedule

-Draw for work completed on the 25TH, for payment on the 10TH of the following month-

The above Base Price is based on the following scope of work:

1. Building permits, schedule inspections, coordinate trades, and supply job schedule. **$7,793,468**
2. Supply complete job documentation at end of job including detailed pictorial guide of job process, material literature and warranty information, building permit, and other job documents.
3. Supply project management and full time job site supervision.
4. Equip job with office trailer, storage container, dumpster, and sanitary facilities.
5. Build scaffold at all work areas, per OSHA standards. Supply safety barricades.
6. Protection of landscape (see 2nd page of proposal), sidewalks, porches, and other adjacent surfaces.
7. Replace all fiberboard trim with fiber cement siding.
8. Replace lapped siding as per CBS specified areas.
9. Properly replace brick as per CBS specified areas and install new lintels as required. Add copper flashing on rowlock.
10. Replace windows as specified by CBS with PGT high impact windows. Install proper flashings at windows.
11. Use Tyvek House Wrap for the secondary weather barrier correctly interfacing with flashings.
12. Remove handrails, reinstall after walkway & balcony surfaces are repaired. Add proper blocking for post attachment.
13. Remove balcony and walkway carpet and sheathing. *ground floor levels not included*
14. Install 3/4" T&G plywood floor sheathing on balconies, perimeter flashing, apply Hydrostop waterproof coatings and new outdoor carpet runners to match existing. *ground floor levels not included*
15. Install new gypsum ceilings with properly spaced control joints as specified by CBS.
16. Install new roof flashings where reclad walls are adjacent to roof.
17. Replace roofing components at areas where garage roofs intersect with balconies.

SEE PAGE 2 FOR ADDITIONAL ITEMS

Contract Number 397101105

CONTINUED FROM PAGE 1

18. Provide solid bearing within walkway framing between columns at upper floor levels. Add proper strapping as required.
19. Seal firewalls in attic between units.
20. Paint all siding and trim with Duration paint by Sherwin Williams. Install sealants around windows, doors, and other wall penetrations.
21. Add proper footings to bottom of stair tower columns where needed.
22. Final cleanup, remove scaffold, remove equipment, remove construction debris.
23. Builders Risk Insurance is included ($71,250)
24. Performance and Payment Bond is included ($135,052)

ADD **$758,717** for Owners Contingency as per CBS (10%)

ADD **$758,717** for Construction Administrative Fees as per CBS (10%)

ADD **$426,320** to replace all brick in addition to the areas outlined in the CBS scope of work

NOTE: Garage buildings are not included in this proposal.

NOTE: The buildings should be unoccupied during the construction. The duration of construction per each building will be around three months, depending on the underlying damages.

Contract Number 397101105

Turn to the next page for notes and signature lines

Notes regarding this agreement:

- **Prime South** has attempted to included all items necessary for the completion of the proposed work without additional costs. However, any alteration or deviation from the proposed work that involves extra costs will become an extra charge over and above the estimate. Change order items which are subcontracted from **Prime South** will include a twenty percent contractors fee. Change order items performed by Prime South will be a charge of $40 per man hour plus material cost unless a lump sum price is arranged. Change orders may also include equipment rental, port-a-john and dumpster fees, and travel expenses.

- All agreements and schedules are contingent upon weather, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance upon the above work. Owner to supply water and electricity.

- This proposal may be withdrawn by us if not accepted within 30 days.

- Note the pay schedule on Page 1. If this schedule is not acceptable contact **Prime South** and a new schedule will be arranged. Failure to adhere to this payment schedule may cause delays in the completion of your work.

- Landscape may be damaged during the construction. **Prime South** will attempt to minimize this damage, however, **Prime South** will not pay to repair or replace these items unless otherwise agreed upon.

- **Prime South** is not responsible for pictures and other objects inside that may fall during construction. These items should be removed by the owner before the work begins.

- Windows with wood rot damage can sometimes be repaired on the job site. This can save money and time in lieu of ordering new units. Window wood rot may reoccur due to the design of some windows.

- Some roofs may not tolerate construction traffic. **Prime South** will attempt to protect the roof, however, some shingle scarring may occur.

- Alarm systems may need to be rewired due to remediation. This will be an additional charge unless prior arrangements have been made. If your house has an alarm system, please make arrangements with **Prime South** before work begins.

- Nail pops or cracks on the interior may occur depending on the condition of the existing sheetrock and the extent of the repairs to the walls. These repairs are addressed in the proposal in the "allowance" for wood rot and ancillary damages.

- The construction process may require delivery trucks or other vehicles to be on the driveway. Occasionally some fluids from these vehicles may leave spots or stains on the driveway.

- **Notice of Right to Cancel** You have the right to cancel this contract without any cost to you within three business days of the execution of this contract (the date which you sign the acceptance provision of this contract). You may use any written statement that is signed and dated by you and states your intention to cancel. You must notify us of your intention to cancel no later than midnight of the third business day at 1410 St. Andrews Rd., Ste. 280, Columbia, SC, 29210.

Respectfully submitted_____

Chris E. Cooper for Prime South of the Carolinas LLC

Acceptance of proposal Contract Number 397101105

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Please place this job in your tentative schedule.

Date:_____ Signature:_____

expanded comments

	A	B	C	D	E	F	G	H
1	JOB NAME	TYPE	BUILDER			DATE	SQFT	
2	Magnolia North #4856	reclad	PSC LLC.			03/25/09		
3	LOCATION							
4	Myrtle Beach							
5		MATERI	MATERIAL	MATERIAL	LABOR	LABOR		
6	ITEM	QUANTIT	AXED UNIT	TOTAL $	AN HOU	TOTAL $	TOTAL $	
7								
8	MOBILIZATION			$0		$0	$0	
9	building permit	1	1500.00	$1500	2	$56	$1556	
10	job trailor	1.5	575.00	$862		$0	$862	
11	storage trailor	1.5	100.00	$150		$0	$150	
12	temporary utilities	1.5	125.00	$188		$0	$188	
13	dumpster	1.5	500.00	$750	2	$56	$806	
14	port-a-john	1.5	200.00	$300		$0	$300	
15	signs & barricades	1	50.00	$50	2	$56	$106	
16				$0		$0	$0	
17				$0		$0	$0	
18				$0		$0	$0	
19	EQUIPMENT			$0		$0	$0	
20	scaffold	4.5	1600.00	$7200	150	$4200	$11400	
21	fork lift	1	1500.00	$1500		$0	$1500	
22	misc. rental tools	1	250.00	$250		$0	$250	
23				$0		$0	$0	
24				$0		$0	$0	
25				$0		$0	$0	
26				$0		$0	$0	
27	DEMOLITION			$0		$0	$0	
28	Brick removal(rowlock N/I)	1572	2.00	$3144		$0	$3144	
29	Column cladding removal	2445	0.75	$1834		$0	$1834	
30	Hardi-Plank removal	1165	0.75	$874		$0	$874	
31	balc/walk carpet & sheathin	3794	1.00	$3794		$0	$3794	
32				$0		$0	$0	
33	tonnage fee	33	35.00	$1155		$0	$1155	
34				$0		$0	$0	
35	electrical (wiring & panels)		350.00	$0		$0	$0	
36	HVAC disconnect R&R	1	350.00	$350		$0	$350	
37	misc. building components			$0	30	$840	$840	
38	handrail removal			$0	34	$952	$952	
39	Balcony ceilings (all levels)	5691	0.50	$2846		$0	$2846	
40				$0		$0	$0	
41				$0		$0	$0	
42	PROTECTION			$0		$0	$0	
43	6 mil poly (exposed walls)	2	50.00	$100	20	$560	$660	
44	tape & tacs	1	125.00	$125		$0	$125	
45	plywood (dumpster, trailor)	10	15.00	$150	2	$56	$206	
46	carpet runners	1	100.00	$100	12	$336	$436	
47				$0		$0	$0	
48				$0		$0	$0	
49				$0		$0	$0	
50				$0		$0	$0	

	A	B	C	D	E	F	G	H
51	CARPENTRY/FRAMING			$0		$0	$0	
52	Floor sheathing adhesive	114	3.00	$342		$0	$342	
53	balc/walk flr sheathing(T&G	114	25.50	$2907	114	$3192	$6099	
54	Stair tower footings		300.00	$0		$0	$0	
55	nails	1	300.00	$300		$0	$300	
56				$0		$0	$0	
57	balc furring	21	4.50	$94	42	$1176	$1270	
58	walk furring	30	4.50	$135	75	$2100	$2235	
59				$0		$0	$0	
60				$0		$0	$0	
61				$0		$0	$0	
62				$0		$0	$0	
63				$0		$0	$0	
64				$0		$0	$0	
65	FLASHING/WATERPROOFING			$0		$0	$0	
66	roof flashing	8	8.00	$64	6	$168	$232	
67	window r/o membrane	5	35.00	$175	35	$980	$1155	
68	window head flash	28	7.00	$196	14	$392	$588	
69	balc/walk wall flash	510	3.00	$1530	50	$1400	$2930	
70				$0		$0	$0	
71	brick rowlock cap flash	355	4.00	$1420	118	$3304	$4724	
72	balc/walk flr waterproofing	3794	6.50	$24661		$0	$24661	
73				$0		$0	$0	
74	misc. perma barrier	8	35.00	$280	30	$840	$1120	
75	misc. liquid membrane	1	25.00	$25	10	$280	$305	
76	house wrap, tacs, tape	3	150.00	$450	18	$504	$954	
77	Misc. sealants	24	5.94	$143	15	$420	$563	
78				$0		$0	$0	
79				$0		$0	$0	
80				$0		$0	$0	
81	CARPENTRY/CLADDING			$0		$0	$0	
82	Column cladding and trim	1	6850.00	$6850	120	$3360	$10210	
83				$0		$0	$0	
84	ext. wall trim	1711	0.80	$1369	291	$8148	$9517	
85	12" trim band deck/rowlock	848	2.45	$2078	81	$2268	$4346	
86	window trim (hrs on line 84)	1144	1.20	$1373		$0	$1373	
87	ext. wall Hardi Plank	1165	1.05	$1223	75	$2100	$3323	
88	window replacement	1	28122.00	$28122	120	$3360	$31482	
89	balcony rails	1	1000.00	$1000	136	$3808	$4808	
90	Brick rowlock	391	15.40	$6021		$0	$6021	
91	Brick around window	8	340.00	$2720		$0	$2720	
92	Balcony ceiling	5691	1.50	$8536		$0	$8536	
93	Balcony ceiling paint	5691	1.50	$8536		$0	$8536	
94	window jamb ext.	440	0.50	$220	40	$1120	$1340	
95	Int. window jamb/trim paint	20	35.00	$700		$0	$700	prime/paint/ca
96	wall brick	1572	7.20	$11318		$0	$11318	
98				$0		$0	$0	
99				$0		$0	$0	
100	EXTERIOR FINISHES			$0		$0	$0	
101	paint/caulk	1	25825.00	$25825		$0	$25825	

	A	B	C	D	E	F	G	H
102	carpet	1	1981.00	$1981		$0	$1981	
103				$0		$0	$0	
104	wall components	1	200.00	$200	60	$1680	$1880	
105				$0		$0	$0	
106				$0		$0	$0	
107				$0		$0	$0	
108				$0		$0	$0	
109				$0		$0	$0	
110				$0		$0	$0	
111				$0		$0	$0	
112	INTERIOR FINISHES			$0		$0	$0	
113				$0		$0	$0	
114				$0		$0	$0	
115				$0		$0	$0	
116				$0		$0	$0	
117				$0		$0	$0	
118	Wall repair behind Brick			$0		$0	$0	
119	sheathing replacement	38	7.00	$266	38	$1064	$1330	
120	bandboard replacement	112	1.20	$134	56	$1568	$1702	
121	wall stud replacement	100	5.00	$500	50	$1400	$1900	
122				$0		$0	$0	
123	ALLOWANCES (hardi-plank)			$0		$0	$0	
124	wall framing damage	385	2.38	$916		$0	$916	
125	wall sheathing damage 1/3	385	1.10	$424		$0	$424	
126	ALLOWANCES			$0		$0	$0	
127	Balc/walk framing damage	1	3000.00	$3000		$0	$3000	
128	insulation damage	660	0.25	$165		$0	$165	
129	interior sheetrock damage	1320	0.50	$660		$0	$660	
130				$0		$0	$0	
131	interior paint	1320	1.50	$1980		$0	$1980	
132	interior floor finishes	5	100.00	$500		$0	$500	
133	electrical	1	500.00	$500		$0	$500	
134	plumbing	1	500.00	$500		$0	$500	
135	HVAC	1	500.00	$500		$0	$500	
136	landscape	1	2500.00	$2500		$0	$2500	
137	garage/walkway roof tie in	2	300.00	$600		$0	$600	
138				$0		$0	$0	
139				$0		$0	$0	
140	attic firewall repair	3	400.00	$1200		$0	$1200	
141	screen porch enclosure repa	2	350.00	$700		$0	$700	
142				$0		$0	$0	
143	MISC. LABOR EXPENSES			$0		$0	$0	
144	supervision	6	1000.00	$6000		$0	$6000	
145	clean-up	1	200.00	$200	120	$3360	$3560	
146	material pick-up			$0	60	$1680	$1680	
147	weekly meetings			$0	80	$2240	$2240	
148	de-mobilization			$0	4	$112	$112	
149	punch list	1	200.00	$200	200	$5600	$5800	
150				$0		$0	$0	
151				$0		$0	$0	

	A	B	C	D	E	F	G	H
152				$0		$0	$0	
153				$0		$0	$0	
154				$0		$0	$0	
155				$0		$0	$0	
156				$0		$0	$0	
157	OTHER JOB COSTS			$0		$0	$0	
158	freight charges	1	700.00	$700		$0	$700	
159	gas expenses	1	1050.00	$1050		$0	$1050	
160				$0		$0	$0	
161	contingency	1	5696.00	$5696		$0	$5696	
162				$0		$0	$0	
163				$0		$0	$0	
164				$0		$0	$0	
165				$0		$0	$0	
166				$0		$0	$0	
167				$0		$0	$0	
168				$0		$0	$0	
169			0.00	$0		$0	$0	
171				$196908	2312	$64736	$261644	
173				MATS	MH	LABOR	COST	
175					GM		JOB TOT	
176					20%		$327054	
177								
178								
179								

	A	B	C	D	E	F	G	H
1	JOB NAME	TYPE	BUILDER			DATE	SQFT	
2	Magnolia North #4864+7	reclad	PSC LLC.			03/25/09		
3	LOCATION		bldgs 43,47,55,77,79,46,60					
4	Myrtle Beach							
5		MATERI	MATERIAL	MATERIAL	LABOR	LABOR		
6	ITEM	QUANTIT	AXED UNIT	TOTAL $	AN HOU	TOTAL $	TOTAL $	
7								
8	MOBILIZATION			$0		$0	$0	
9	building permit	1	2000.00	$2000	2	$56	$2056	
10	job trailor	1.5	575.00	$862		$0	$862	
11	storage trailor	1.5	100.00	$150		$0	$150	
12	temporary utilities	1.5	125.00	$188		$0	$188	
13	dumpster	1.5	500.00	$750	2	$56	$806	
14	port-a-john	1.5	200.00	$300		$0	$300	
15	signs & barricades	1	50.00	$50	2	$56	$106	
16				$0		$0	$0	
17				$0		$0	$0	
18				$0		$0	$0	
19	EQUIPMENT			$0		$0	$0	
20	scaffold	6	1600.00	$9600	200	$5600	$15200	
21	fork lift	1	1500.00	$1500		$0	$1500	
22	misc. rental tools	1	250.00	$250		$0	$250	
23				$0		$0	$0	
24				$0		$0	$0	
25				$0		$0	$0	
26				$0		$0	$0	
27	DEMOLITION			$0		$0	$0	
28	Brick removal(rowlock N/I)	1231	2.00	$2462		$0	$2462	
29	Column cladding removal	2445	0.75	$1834		$0	$1834	
30	Hardi-Plank removal	1470	0.75	$1102		$0	$1102	
31	balc/walk carpet & sheathin	4010	1.00	$4010		$0	$4010	
32				$0		$0	$0	
33	tonnage fee	26	35.00	$910		$0	$910	
34				$0		$0	$0	
35	electrical (wiring & panels)		350.00	$0		$0	$0	
36	HVAC disconnect R&R	1	350.00	$350		$0	$350	
37	misc. building components			$0	30	$840	$840	
38	handrail removal			$0	40	$1120	$1120	
39	Balcony ceilings (all levels)	6015	0.50	$3008		$0	$3008	
40				$0		$0	$0	
41				$0		$0	$0	
42	PROTECTION			$0		$0	$0	
43	6 mil poly (exposed walls)	2	50.00	$100	20	$560	$660	
44	tape & tacs	1	125.00	$125		$0	$125	
45	plywood (dumpster, trailor)	10	15.00	$150	2	$56	$206	
46	carpet runners	1	100.00	$100	12	$336	$436	
47				$0		$0	$0	
48				$0		$0	$0	
49				$0		$0	$0	
50				$0		$0	$0	

	A	B	C	D	E	F	G	H
51	CARPENTRY/FRAMING			$0		$0	$0	
52	Floor sheathing adhesive	127	3.00	$381		$0	$381	
53	balc/walk flr sheathing(T&G	127	25.50	$3238	127	$3556	$6794	
54	Stair tower footings		300.00	$0		$0	$0	
55	nails	1	300.00	$300		$0	$300	
56				$0		$0	$0	
57	balc furring	27	4.50	$122	50	$1400	$1522	
58	walk furring	36	4.50	$162	90	$2520	$2682	
59				$0		$0	$0	
60				$0		$0	$0	
61				$0		$0	$0	
62				$0		$0	$0	
63				$0		$0	$0	
64				$0		$0	$0	
65	FLASHING/WATERPROOFING			$0		$0	$0	
66	roof flashing	8	8.00	$64	6	$168	$232	
67	window r/o membrane	5	35.00	$175	35	$980	$1155	
68	window head flash	28	7.00	$196	14	$392	$588	
69	balc/walk wall flash	510	3.00	$1530	50	$1400	$2930	
70				$0		$0	$0	
71	brick rowlock cap flash	378	4.00	$1512	118	$3304	$4816	
72	balc/walk flr waterproofing	4010	6.50	$26065		$0	$26065	
73				$0		$0	$0	
74	misc. perma barrier	8	35.00	$280	30	$840	$1120	
75	misc. liquid membrane	1	25.00	$25	10	$280	$305	
76	house wrap, tacs, tape	3	150.00	$450	18	$504	$954	
77	Misc. sealants	24	5.94	$143	15	$420	$563	
78				$0		$0	$0	
79				$0		$0	$0	
80				$0		$0	$0	
81	CARPENTRY/CLADDING			$0		$0	$0	
82	Column cladding and trim	1	6850.00	$6850	120	$3360	$10210	
83				$0		$0	$0	
84	ext. wall trim	1711	0.80	$1369	291	$8148	$9517	
85	12" trim band deck/rowlock	888	2.45	$2176	81	$2268	$4444	
86	window trim (hrs on line 84)	1423	1.20	$1708		$0	$1708	
87	ext. wall Hardi Plank	1470	1.05	$1544	92	$2576	$4120	
88	window replacement	1	38407.00	$38407	150	$4200	$42607	
89	balcony rails	1	1000.00	$1000	160	$4480	$5480	
90	Brick rowlock	378	15.40	$5821		$0	$5821	
91	Brick around window	8	340.00	$2720		$0	$2720	
92	Balcony ceiling	5691	1.50	$8536		$0	$8536	
93	Balcony ceiling paint	5691	1.50	$8536		$0	$8536	
94	window jamb ext.	552	0.50	$276	50	$1400	$1676	
95	Int. window jamb/trim paint	25	35.00	$875		$0	$875	
96	wall brick	1231	7.20	$8863		$0	$8863	
98				$0		$0	$0	
99				$0		$0	$0	
100	EXTERIOR FINISHES			$0		$0	$0	
101	paint/caulk	1	27983.00	$27983		$0	$27983	

	A	B	C	D	E	F	G	H
102	carpet	1	2250.00	$2250		$0	$2250	
103				$0		$0	$0	
104	wall components	1	200.00	$200	60	$1680	$1880	
105				$0		$0	$0	
106				$0		$0	$0	
107				$0		$0	$0	
108				$0		$0	$0	
109				$0		$0	$0	
110				$0		$0	$0	
111				$0		$0	$0	
112	INTERIOR FINISHES			$0		$0	$0	
113				$0		$0	$0	
114				$0		$0	$0	
115				$0		$0	$0	
116				$0		$0	$0	
117				$0		$0	$0	
118	Wall repair behind Brick			$0		$0	$0	
119	sheathing replacement	38	7.00	$266	38	$1064	$1330	
120	bandboard replacement	112	1.20	$134	56	$1568	$1702	
121	wall stud replacement	100	5.00	$500	50	$1400	$1900	
122				$0		$0	$0	
123	ALLOWANCES (hardi-plank)			$0		$0	$0	
124	wall framing damage	485	2.38	$1154		$0	$1154	
125	wall sheathing damage	485	1.10	$534		$0	$534	
126	ALLOWANCES			$0		$0	$0	
127	Balc/walk framing damage	1	3000.00	$3000		$0	$3000	
128	insulation damage	891	0.25	$223		$0	$223	
129	interior sheetrock damage	1783	0.50	$892		$0	$892	
130				$0		$0	$0	
131	interior paint	1783	1.50	$2674		$0	$2674	
132	interior floor finishes	5	100.00	$500		$0	$500	
133	electrical	1	500.00	$500		$0	$500	
134	plumbing	1	500.00	$500		$0	$500	
135	HVAC	1	500.00	$500		$0	$500	
136	landscape	1	2500.00	$2500		$0	$2500	
137	garage/walkway roof tie in	2	300.00	$600		$0	$600	
138				$0		$0	$0	
139				$0		$0	$0	
140	attic firewall repair	3	400.00	$1200		$0	$1200	
141	screen porch enclosure repa	2	350.00	$700		$0	$700	
142				$0		$0	$0	
143	MISC. LABOR EXPENSES			$0		$0	$0	
144	supervision	6	1000.00	$6000		$0	$6000	
145	clean-up	1	200.00	$200	120	$3360	$3560	
146	material pick-up			$0	60	$1680	$1680	
147	weekly meetings			$0	80	$2240	$2240	
148	de-mobilization			$0	4	$112	$112	
149	punch list	1	200.00	$200	200	$5600	$5800	
150				$0		$0	$0	
151				$0		$0	$0	

	A	B	C	D	E	F	G	H
152				$0		$0	$0	
153				$0		$0	$0	
154				$0		$0	$0	
155				$0		$0	$0	
156				$0		$0	$0	
157	OTHER JOB COSTS			$0		$0	$0	
158	freight charges	1	700.00	$700		$0	$700	
159	gas expenses	1	1050.00	$1050		$0	$1050	
160				$0		$0	$0	
161	contingency	1	6942.00	$6942		$0	$6942	
162				$0		$0	$0	
163				$0		$0	$0	
164				$0		$0	$0	
165				$0		$0	$0	
166				$0		$0	$0	
167				$0		$0	$0	
168				$0		$0	$0	
169			0.00	$0		$0	$0	
171				$215026	2485	$69580	$284606	
173				MATS	MH	LABOR	COST	
175					GM		JOB TOT	
176					20%		$355758	
177								
178								
179								

	A	B	C	D	E	F	G	H
1	JOB NAME	TYPE	BUILDER			DATE	SQFT	
2	Magnolia North #4868	reclad	PSC LLC.			03/25/09		
3	LOCATION							
4	Myrtle Beach							
5		MATERI	MATERIAL	MATERIAL	LABOR	LABOR		
6	ITEM	QUANTIT	TAXED UNIT	TOTAL $	AN HOU	TOTAL $	TOTAL $	
7								
8	MOBILIZATION			$0		$0	$0	
9	building permit	1	2000.00	$2000	2	$56	$2056	
10	job trailor	1.5	575.00	$862		$0	$862	
11	storage trailor	1.5	100.00	$150		$0	$150	
12	temporary utilities	1.5	125.00	$188		$0	$188	
13	dumpster	1.5	500.00	$750	2	$56	$806	
14	port-a-john	1.5	200.00	$300		$0	$300	
15	signs & barricades	1	50.00	$50	2	$56	$106	
16				$0		$0	$0	
17				$0		$0	$0	
18				$0		$0	$0	
19	EQUIPMENT			$0		$0	$0	
20	scaffold	6	1600.00	$9600	200	$5600	$15200	
21	fork lift	1	1500.00	$1500		$0	$1500	
22	misc. rental tools	1	250.00	$250		$0	$250	
23				$0		$0	$0	
24				$0		$0	$0	
25				$0		$0	$0	
26				$0		$0	$0	
27	DEMOLITION			$0		$0	$0	
28	Brick removal(rowlock N/I)	1541	2.00	$3082		$0	$3082	
29	Column cladding removal	2445	0.75	$1834		$0	$1834	
30	Hardi-Plank removal	2657	0.75	$1993		$0	$1993	
31	balc/walk carpet & sheathin	3794	1.00	$3794		$0	$3794	
32				$0		$0	$0	
33	tonnage fee	34	35.00	$1190		$0	$1190	
34				$0		$0	$0	
35	electrical (wiring & panels)		350.00	$0		$0	$0	
36	HVAC disconnect R&R	1	350.00	$350		$0	$350	
37	misc. building components			$0	30	$840	$840	
38	handrail removal			$0	40	$1120	$1120	
39	Balcony ceilings (all levels)	5691	0.50	$2846		$0	$2846	
40				$0		$0	$0	
41				$0		$0	$0	
42	PROTECTION			$0		$0	$0	
43	6 mil poly (exposed walls)	2	50.00	$100	20	$560	$660	
44	tape & tacs	1	125.00	$125		$0	$125	
45	plywood (dumpster, trailor)	10	15.00	$150	2	$56	$206	
46	carpet runners	1	100.00	$100	12	$336	$436	
47				$0		$0	$0	
48				$0		$0	$0	
49				$0		$0	$0	
50				$0		$0	$0	

	A	B	C	D	E	F	G	H
51	CARPENTRY/FRAMING			$0		$0	$0	
52	Floor sheathing adhesive	120	3.00	$360		$0	$360	
53	balc/walk flr sheathing(T&G	120	25.50	$3060	120	$3360	$6420	
54	Stair tower footings		300.00	$0		$0	$0	
55	nails	1	300.00	$300		$0	$300	
56				$0		$0	$0	
57	balc furring	25	4.50	$112	48	$1344	$1456	
58	walk furring	34	4.50	$153	85	$2380	$2533	
59				$0		$0	$0	
60				$0		$0	$0	
61				$0		$0	$0	
62				$0		$0	$0	
63				$0		$0	$0	
64				$0		$0	$0	
65	FLASHING/WATERPROOFING			$0		$0	$0	
66	roof flashing	8	8.00	$64	6	$168	$232	
67	window r/o membrane	5	35.00	$175	35	$980	$1155	
68	window head flash	28	7.00	$196	14	$392	$588	
69	balc/walk wall flash	510	3.00	$1530	50	$1400	$2930	
70				$0		$0	$0	
71	brick rowlock cap flash	348	4.00	$1392	116	$3248	$4640	
72	balc/walk flr waterproofing	3794	6.50	$24661		$0	$24661	
73				$0		$0	$0	
74	misc. perma barrier	8	35.00	$280	30	$840	$1120	
75	misc. liquid membrane	1	25.00	$25	10	$280	$305	
76	house wrap, tacs, tape	5	150.00	$750	30	$840	$1590	
77	Misc. sealants	24	5.94	$143	15	$420	$563	
78				$0		$0	$0	
79				$0		$0	$0	
80				$0		$0	$0	
81	CARPENTRY/CLADDING			$0		$0	$0	
82	Column cladding and trim	1	6850.00	$6850	120	$3360	$10210	
83				$0		$0	$0	
84	ext. wall trim	1816	0.80	$1453	310	$8680	$10133	
85	12" trim band deck/rowlock	888	2.45	$2176	85	$2380	$4556	
86	window trim (hrs on line 84)	1659	1.20	$1991		$0	$1991	
87	ext. wall Hardi Plank	2657	1.05	$2790	188	$5264	$8054	
88	window replacement	1	45171.00	$45171	192	$5376	$50547	
89	balcony rails	1	1000.00	$1000	160	$4480	$5480	
90	Brick rowlock	348	15.40	$5359		$0	$5359	
91	Brick around window	12	340.00	$4080		$0	$4080	
92	Balcony ceiling	5691	1.50	$8536		$0	$8536	
93	Balcony ceiling paint	5691	1.50	$8536		$0	$8536	
94	window jamb ext.	700	0.50	$350	68	$1904	$2254	
95	Int. window jamb/trim paint	32	35.00	$1120		$0	$1120	prime/paint/ca
96	wall brick	1541	7.20	$11095		$0	$11095	
98				$0		$0	$0	
99				$0		$0	$0	
100	EXTERIOR FINISHES			$0		$0	$0	
101	paint/caulk	1	27313.00	$27313		$0	$27313	

	A	B	C	D	E	F	G	H
102	carpet	1	2250.00	$2250		$0	$2250	
103				$0		$0	$0	
104	wall components	1	200.00	$200	60	$1680	$1880	
105				$0		$0	$0	
106				$0		$0	$0	
107				$0		$0	$0	
108				$0		$0	$0	
109				$0		$0	$0	
110				$0		$0	$0	
111				$0		$0	$0	
112	INTERIOR FINISHES			$0		$0	$0	
113				$0		$0	$0	
114				$0		$0	$0	
115				$0		$0	$0	
116				$0		$0	$0	
117				$0		$0	$0	
118	Wall repair behind Brick			$0		$0	$0	
119	sheathing replacement	38	7.00	$266	38	$1064	$1330	
120	bandboard replacement	112	1.20	$134	56	$1568	$1702	
121	wall stud replacement	100	5.00	$500	50	$1400	$1900	
122				$0		$0	$0	
123	ALLOWANCES (hardi-plank)			$0		$0	$0	
124	wall framing damage	995	2.38	$2368		$0	$2368	
125	wall sheathing damage 1/3	995	1.10	$1094		$0	$1094	
126	ALLOWANCES			$0		$0	$0	
127	Balc/walk framing damage	1	3000.00	$3000		$0	$3000	
128	insulation damage	1526	0.25	$382		$0	$382	
129	interior sheetrock damage	3051	0.50	$1526		$0	$1526	
130				$0		$0	$0	
131	interior paint	3051	1.50	$4576		$0	$4576	
132	interior floor finishes	7	100.00	$700		$0	$700	
133	electrical	1	500.00	$500		$0	$500	
134	plumbing	1	500.00	$500		$0	$500	
135	HVAC	1	500.00	$500		$0	$500	
136	landscape	1	2500.00	$2500		$0	$2500	
137	garage/walkway roof tie in	2	300.00	$600		$0	$600	
138				$0		$0	$0	
139				$0		$0	$0	
140	attic firewall repair	3	400.00	$1200		$0	$1200	
141	screen porch enclosure repa	2	350.00	$700		$0	$700	
142				$0		$0	$0	
143	MISC. LABOR EXPENSES			$0		$0	$0	
144	supervision	6	1000.00	$6000		$0	$6000	
145	clean-up	1	200.00	$200	120	$3360	$3560	
146	material pick-up			$0	60	$1680	$1680	
147	weekly meetings			$0	80	$2240	$2240	
148	de-mobilization			$0	4	$112	$112	
149	punch list	1	200.00	$200	200	$5600	$5800	
150				$0		$0	$0	
151				$0		$0	$0	

	A	B	C	D	E	F	G	H
152				$0		$0	$0	
153				$0		$0	$0	
154				$0		$0	$0	
155				$0		$0	$0	
156				$0		$0	$0	
157	OTHER JOB COSTS			$0		$0	$0	
158	freight charges	1	700.00	$700		$0	$700	
159	gas expenses	1	1050.00	$1050		$0	$1050	
160				$0		$0	$0	
161	contingency	1	7459.00	$7459		$0	$7459	
162				$0		$0	$0	
163				$0		$0	$0	
164				$0		$0	$0	
165				$0		$0	$0	
166				$0		$0	$0	
167				$0		$0	$0	
168				$0		$0	$0	
169			0.00	$0		$0	$0	
171				$231340	2660	$74480	$305820	
173				MATS	MH	LABOR	COST	
175					GM		JOB TOT	
176					20%		$382275	
177								
178								
179								

	A	B	C	D	E	F	G	H
1	JOB NAME	TYPE	BUILDER			DATE	SQFT	
2	Magnolia North #4870	reclad	PSC LLC.			03/25/09		
3	LOCATION							
4	Myrtle Beach							
5		MATERI	MATERIAL	MATERIAL	LABOR	LABOR		
6	ITEM	QUANTIT	AXED UNIT	TOTAL $	AN HOU	TOTAL $	TOTAL $	
7								
8	MOBILIZATION			$0		$0	$0	
9	building permit	1	2000.00	$2000	2	$56	$2056	
10	job trailor	1.5	575.00	$862		$0	$862	
11	storage trailor	1.5	100.00	$150		$0	$150	
12	temporary utilities	1.5	125.00	$188		$0	$188	
13	dumpster	1.5	500.00	$750	2	$56	$806	
14	port-a-john	1.5	200.00	$300		$0	$300	
15	signs & barricades	1	50.00	$50	2	$56	$106	
16				$0		$0	$0	
17				$0		$0	$0	
18				$0		$0	$0	
19	EQUIPMENT			$0		$0	$0	
20	scaffold	4.5	1600.00	$7200	150	$4200	$11400	
21	fork lift	1	1500.00	$1500		$0	$1500	
22	misc. rental tools	1	250.00	$250		$0	$250	
23				$0		$0	$0	
24				$0		$0	$0	
25				$0		$0	$0	
26				$0		$0	$0	
27	DEMOLITION			$0		$0	$0	
28	Brick removal(rowlock N/I)	1795	2.00	$3590		$0	$3590	
29	Column cladding removal	2445	0.75	$1834		$0	$1834	
30	Hardi-Plank removal	1867	0.75	$1400		$0	$1400	
31	balc/walk carpet & sheathin	3578	1.00	$3578		$0	$3578	
32				$0		$0	$0	
33	tonnage fee	36	35.00	$1260		$0	$1260	
34				$0		$0	$0	
35	electrical (wiring & panels)		350.00	$0		$0	$0	
36	HVAC disconnect R&R	1	350.00	$350		$0	$350	
37	misc. building components			$0	30	$840	$840	
38	handrail removal			$0	34	$952	$952	
39	Balcony ceilings (all levels)	5367	0.50	$2684		$0	$2684	
40				$0		$0	$0	
41				$0		$0	$0	
42	PROTECTION			$0		$0	$0	
43	6 mil poly (exposed walls)	2	50.00	$100	20	$560	$660	
44	tape & tacs	1	125.00	$125		$0	$125	
45	plywood (dumpster, trailor)	10	15.00	$150	2	$56	$206	
46	carpet runners	1	100.00	$100	12	$336	$436	
47				$0		$0	$0	
48				$0		$0	$0	
49				$0		$0	$0	
50				$0		$0	$0	

	A	B	C	D	E	F	G	H
51	CARPENTRY/FRAMING			$0		$0	$0	
52	Floor sheathing adhesive	114	3.00	$342		$0	$342	
53	balc/walk flr sheathing(T&G	114	25.50	$2907	114	$3192	$6099	
54	Stair tower footings		300.00	$0		$0	$0	
55	nails	1	300.00	$300		$0	$300	
56				$0		$0	$0	
57	balc furring	21	4.50	$94	42	$1176	$1270	
58	walk furring	30	4.50	$135	75	$2100	$2235	
59				$0		$0	$0	
60				$0		$0	$0	
61				$0		$0	$0	
62				$0		$0	$0	
63				$0		$0	$0	
64				$0		$0	$0	
65	FLASHING/WATERPROOFING			$0		$0	$0	
66	roof flashing	8	8.00	$64	6	$168	$232	
67	window r/o membrane	5	35.00	$175	35	$980	$1155	
68	window head flash	28	7.00	$196	14	$392	$588	
69	balc/walk wall flash	510	3.00	$1530	50	$1400	$2930	
70				$0		$0	$0	
71	brick rowlock cap flash	355	4.00	$1420	118	$3304	$4724	
72	balc/walk flr waterproofing	3578	6.50	$23257		$0	$23257	
73				$0		$0	$0	
74	misc. perma barrier	8	35.00	$280	30	$840	$1120	
75	misc. liquid membrane	1	25.00	$25	10	$280	$305	
76	house wrap, tacs, tape	3	150.00	$450	18	$504	$954	
77	Misc. sealants	24	5.94	$143	15	$420	$563	
78				$0		$0	$0	
79				$0		$0	$0	
80				$0		$0	$0	
81	CARPENTRY/CLADDING			$0		$0	$0	
82	Column cladding and trim	1	6850.00	$6850	120	$3360	$10210	
83				$0		$0	$0	
84	ext. wall trim	1711	0.80	$1369	291	$8148	$9517	
85	12" trim band deck/rowlock	848	2.45	$2078	81	$2268	$4346	
86	window trim (hrs on line 84)	1242	1.20	$1490		$0	$1490	
87	ext. wall Hardi Plank	1705	1.05	$1790	106	$2968	$4758	
88	window replacement	1	38780.00	$38780	186	$5208	$43988	
89	balcony rails	1	1000.00	$1000	136	$3808	$4808	
90	Brick rowlock	391	15.40	$6021		$0	$6021	
91	Brick around window	12	340.00	$4080		$0	$4080	
92	Balcony ceiling	5367	1.50	$8050		$0	$8050	
93	Balcony ceiling paint	5367	1.50	$8050		$0	$8050	
94	window jamb ext.	644	0.50	$322	60	$1680	$2002	
95	Int. window jamb/trim paint	31	35.00	$1085		$0	$1085	prime/paint/ca
96	wall brick	1761	7.20	$12679		$0	$12679	
98				$0		$0	$0	
99				$0		$0	$0	
100	EXTERIOR FINISHES			$0		$0	$0	
101	paint/caulk	1	24888.00	$24888		$0	$24888	

	A	B	C	D	E	F	G	H
102	carpet	1	3251.00	$3251		$0	$3251	
103				$0		$0	$0	
104	wall components	1	200.00	$200	60	$1680	$1880	
105				$0		$0	$0	
106				$0		$0	$0	
107				$0		$0	$0	
108				$0		$0	$0	
109				$0		$0	$0	
110				$0		$0	$0	
111				$0		$0	$0	
112	INTERIOR FINISHES			$0		$0	$0	
113				$0		$0	$0	
114				$0		$0	$0	
115				$0		$0	$0	
116				$0		$0	$0	
117				$0		$0	$0	
118	Wall repair behind Brick			$0		$0	$0	
119	sheathing replacement	38	7.00	$266	38	$1064	$1330	
120	bandboard replacement	112	1.20	$134	56	$1568	$1702	
121	wall stud replacement	100	5.00	$500	50	$1400	$1900	
122				$0		$0	$0	
123	ALLOWANCES (hardi-plank)			$0		$0	$0	
124	wall framing damage	565	2.38	$1345		$0	$1345	
125	wall sheathing damage 1/3	565	1.10	$622		$0	$622	
126	ALLOWANCES			$0		$0	$0	
127	Balc/walk framing damage	1	3000.00	$3000		$0	$3000	
128	insulation damage	1208	0.25	$302		$0	$302	
129	interior sheetrock damage	2417	0.50	$1208		$0	$1208	
130				$0		$0	$0	
131	interior paint	2417	1.50	$3626		$0	$3626	
132	interior floor finishes	5	100.00	$500		$0	$500	
133	electrical	1	500.00	$500		$0	$500	
134	plumbing	1	500.00	$500		$0	$500	
135	HVAC	1	500.00	$500		$0	$500	
136	landscape	1	2500.00	$2500		$0	$2500	
137	garage/walkway roof tie in	2	300.00	$600		$0	$600	
138				$0		$0	$0	
139				$0		$0	$0	
140	attic firewall repair	3	400.00	$1200		$0	$1200	
141	screen porch enclosure repa	2	350.00	$700		$0	$700	
142				$0		$0	$0	
143	MISC. LABOR EXPENSES			$0		$0	$0	
144	supervision	6	1000.00	$6000		$0	$6000	
145	clean-up	1	200.00	$200	120	$3360	$3560	
146	material pick-up			$0	60	$1680	$1680	
147	weekly meetings			$0	80	$2240	$2240	
148	de-mobilization			$0	4	$112	$112	
149	punch list	1	200.00	$200	200	$5600	$5800	
150				$0		$0	$0	
151				$0		$0	$0	

	A	B	C	D	E	F	G	H
152				$0		$0	$0	
153				$0		$0	$0	
154				$0		$0	$0	
155				$0		$0	$0	
156				$0		$0	$0	
157	OTHER JOB COSTS			$0		$0	$0	
158	freight charges	1	700.00	$700		$0	$700	
159	gas expenses	1	1050.00	$1050		$0	$1050	
160				$0		$0	$0	
161	contingency	1	6897.00	$6897		$0	$6897	
162				$0		$0	$0	
163				$0		$0	$0	
164				$0		$0	$0	
165				$0		$0	$0	
166				$0		$0	$0	
167				$0		$0	$0	
168				$0		$0	$0	
169			0.00	$0		$0	$0	
171				$214773	2429	$68012	$282785	
173				MATS	MH	LABOR	COST	
175					GM		JOB TOT	
176					20%		$353481	
177								
178								
179								

	A	B	C	D	E	F	G	H
1	JOB NAME	TYPE	BUILDER			DATE	SQFT	
2	Magnolia North #4811	reclad	PSC LLC.			03/25/09		
3	LOCATION							
4	Myrtle Beach							
5		MATERI	MATERIAL	MATERIAL	LABOR	LABOR		
6	ITEM	QUANTIT	AXED UNIT	TOTAL $	AN HOU	TOTAL $	TOTAL $	
7								
8	MOBILIZATION			$0		$0	$0	
9	building permit	1	2000.00	$2000	2	$56	$2056	
10	job trailor	1.5	575.00	$862		$0	$862	
11	storage trailor	1.5	100.00	$150		$0	$150	
12	temporary utilities	1.5	125.00	$188		$0	$188	
13	dumpster	1.5	500.00	$750	2	$56	$806	
14	port-a-john	1.5	200.00	$300		$0	$300	
15	signs & barricades	1	50.00	$50	2	$56	$106	
16				$0		$0	$0	
17				$0		$0	$0	
18				$0		$0	$0	
19	EQUIPMENT			$0		$0	$0	
20	scaffold	6	1600.00	$9600	200	$5600	$15200	
21	fork lift	1	1500.00	$1500		$0	$1500	
22	misc. rental tools	1	250.00	$250		$0	$250	
23				$0		$0	$0	
24				$0		$0	$0	
25				$0		$0	$0	
26				$0		$0	$0	
27	DEMOLITION			$0		$0	$0	
28	Brick removal(rowlock N/I)	1867	2.00	$3734		$0	$3734	
29	Column cladding removal	2445	0.75	$1834		$0	$1834	
30	Hardi-Plank removal	2171	0.75	$1628		$0	$1628	
31	balc/walk carpet & sheathin	3794	1.00	$3794		$0	$3794	
32				$0		$0	$0	
33	tonnage fee	47	35.00	$1645		$0	$1645	
34				$0		$0	$0	
35	electrical (wiring & panels)		350.00	$0		$0	$0	
36	HVAC disconnect R&R	1	350.00	$350		$0	$350	
37	misc. building components			$0	30	$840	$840	
38	handrail removal			$0	40	$1120	$1120	
39	Balcony ceilings (all levels)	5691	0.50	$2846		$0	$2846	
40				$0		$0	$0	
41				$0		$0	$0	
42	PROTECTION			$0		$0	$0	
43	6 mil poly (exposed walls)	2	50.00	$100	20	$560	$660	
44	tape & tacs	1	125.00	$125		$0	$125	
45	plywood (dumpster, trailor)	10	15.00	$150	2	$56	$206	
46	carpet runners	1	100.00	$100	12	$336	$436	
47				$0		$0	$0	
48				$0		$0	$0	
49				$0		$0	$0	
50				$0		$0	$0	

	A	B	C	D	E	F	G	H
51	CARPENTRY/FRAMING			$0		$0	$0	
52	Floor sheathing adhesive	120	3.00	$360		$0	$360	
53	balc/walk flr sheathing(T&G	120	25.50	$3060	120	$3360	$6420	
54	Stair tower footings		300.00	$0		$0	$0	
55	nails	1	300.00	$300		$0	$300	
56				$0		$0	$0	
57	balc furring	25	4.50	$112	48	$1344	$1456	
58	walk furring	34	4.50	$153	85	$2380	$2533	
59				$0		$0	$0	
60				$0		$0	$0	
61				$0		$0	$0	
62				$0		$0	$0	
63				$0		$0	$0	
64				$0		$0	$0	
65	FLASHING/WATERPROOFING			$0		$0	$0	
66	roof flashing	48	8.00	$384	20	$560	$944	
67	window r/o membrane	5	35.00	$175	35	$980	$1155	
68	window head flash	28	7.00	$196	14	$392	$588	
69	balc/walk wall flash	510	3.00	$1530	50	$1400	$2930	
70				$0		$0	$0	
71	brick rowlock cap flash	389	4.00	$1556	130	$3640	$5196	
72	balc/walk flr waterproofing	3794	6.50	$24661		$0	$24661	
73				$0		$0	$0	
74	misc. perma barrier	8	35.00	$280	30	$840	$1120	
75	misc. liquid membrane	1	25.00	$25	10	$280	$305	
76	house wrap, tacs, tape	3	150.00	$450	18	$504	$954	
77	Misc. sealants	24	5.94	$143	15	$420	$563	
78				$0		$0	$0	
79				$0		$0	$0	
80				$0		$0	$0	
81	CARPENTRY/CLADDING			$0		$0	$0	
82	Column cladding and trim	1	6850.00	$6850	120	$3360	$10210	
83				$0		$0	$0	
84	ext. wall trim	1816	0.80	$1453	310	$8680	$10133	
85	12" trim band deck/rowlock	888	2.45	$2176	85	$2380	$4556	
86	window trim (hrs on line 84)	1659	1.20	$1991		$0	$1991	
87	ext. wall Hardi Plank	2171	1.05	$2280	150	$4200	$6480	
88	window replacement	1	45111.00	$45111	210	$5880	$50991	
89	balcony rails	1	1000.00	$1000	160	$4480	$5480	
90	Brick rowlock	389	15.40	$5991		$0	$5991	
91	Brick around window	13	340.00	$4420		$0	$4420	
92	Balcony ceiling	5691	1.50	$8536		$0	$8536	
93	Balcony ceiling paint	5691	1.50	$8536		$0	$8536	
94	window jamb ext.	704	0.50	$352	70	$1960	$2312	
95	Int. window jamb/trim paint	35	35.00	$1225		$0	$1225	prime/paint/ca
96	wall brick	1867	7.20	$13442		$0	$13442	
98				$0		$0	$0	
99				$0		$0	$0	
100	EXTERIOR FINISHES			$0		$0	$0	
101	paint/caulk	1	27920.00	$27920		$0	$27920	

	A	B	C	D	E	F	G	H
102	carpet	1	3832.00	$3832		$0	$3832	
103				$0		$0	$0	
104	wall components	1	200.00	$200	60	$1680	$1880	
105				$0		$0	$0	
106				$0		$0	$0	
107				$0		$0	$0	
108				$0		$0	$0	
109				$0		$0	$0	
110				$0		$0	$0	
111				$0		$0	$0	
112	INTERIOR FINISHES			$0		$0	$0	
113				$0		$0	$0	
114				$0		$0	$0	
115				$0		$0	$0	
116				$0		$0	$0	
117				$0		$0	$0	
118	Wall repair behind Brick			$0		$0	$0	
119	sheathing replacement	38	7.00	$266	38	$1064	$1330	
120	bandboard replacement	112	1.20	$134	56	$1568	$1702	
121	wall stud replacement	100	5.00	$500	50	$1400	$1900	
122				$0		$0	$0	
123	ALLOWANCES (hardi-plank)			$0		$0	$0	
124	wall framing damage	650	2.38	$1547		$0	$1547	
125	wall sheathing damage 1/3	650	1.10	$715		$0	$715	
126	ALLOWANCES			$0		$0	$0	
127	Balc/walk framing damage	1	3000.00	$3000		$0	$3000	
128	insulation damage	1250	0.25	$312		$0	$312	
129	interior sheetrock damage	2760	0.50	$1380		$0	$1380	
130				$0		$0	$0	
131	interior paint	2760	1.50	$4140		$0	$4140	
132	interior floor finishes	7	100.00	$700		$0	$700	
133	electrical	1	500.00	$500		$0	$500	
134	plumbing	1	500.00	$500		$0	$500	
135	HVAC	1	500.00	$500		$0	$500	
136	landscape	1	2500.00	$2500		$0	$2500	
137	garage/walkway roof tie in	2	300.00	$600		$0	$600	
138				$0		$0	$0	
139				$0		$0	$0	
140	attic firewall repair	3	400.00	$1200		$0	$1200	
141	screen porch enclosure repa	2	350.00	$700		$0	$700	
142				$0		$0	$0	
143	MISC. LABOR EXPENSES			$0		$0	$0	
144	supervision	6	1000.00	$6000		$0	$6000	
145	clean-up	1	200.00	$200	120	$3360	$3560	
146	material pick-up			$0	60	$1680	$1680	
147	weekly meetings			$0	80	$2240	$2240	
148	de-mobilization			$0	4	$112	$112	
149	punch list	1	200.00	$200	200	$5600	$5800	
150				$0		$0	$0	
151				$0		$0	$0	

	A	B	C	D	E	F	G	H
152				$0		$0	$0	
153				$0		$0	$0	
154				$0		$0	$0	
155				$0		$0	$0	
156				$0		$0	$0	
157	OTHER JOB COSTS			$0		$0	$0	
158	freight charges	1	700.00	$700		$0	$700	
159	gas expenses	1	1050.00	$1050		$0	$1050	
160				$0		$0	$0	
161	contingency	1	7560.00	$7560		$0	$7560	
162				$0		$0	$0	
163				$0		$0	$0	
164				$0		$0	$0	
165				$0		$0	$0	
166				$0		$0	$0	
167				$0		$0	$0	
168				$0		$0	$0	
169			0.00	$0		$0	$0	
171				$235560	2658	$74424	$309984	
173				MATS	MH	LABOR	COST	
175					GM		JOB TOT	
176					20%		$387480	
177								
178								
179								

	A	B	C	D	E	F	G	H
1	JOB NAME	TYPE	BUILDER			DATE	SQFT	
2	Magnolia North #4815	reclad	PSC LLC.			03/25/09		
3	LOCATION							
4	Myrtle Beach							
5		MATERI	MATERIAL	MATERIAL	LABOR	LABOR		
6	ITEM	QUANTIT	AXED UNIT	TOTAL $	AN HOU	TOTAL $	TOTAL $	
7								
8	MOBILIZATION			$0		$0	$0	
9	building permit	1	2000.00	$2000	2	$56	$2056	
10	job trailor	1.5	575.00	$862		$0	$862	
11	storage trailor	1.5	100.00	$150		$0	$150	
12	temporary utilities	1.5	125.00	$188		$0	$188	
13	dumpster	1.5	500.00	$750	2	$56	$806	
14	port-a-john	1.5	200.00	$300		$0	$300	
15	signs & barricades	1	50.00	$50	2	$56	$106	
16				$0		$0	$0	
17				$0		$0	$0	
18				$0		$0	$0	
19	EQUIPMENT			$0		$0	$0	
20	scaffold	6	1600.00	$9600	200	$5600	$15200	
21	fork lift	1	1500.00	$1500		$0	$1500	
22	misc. rental tools	1	250.00	$250		$0	$250	
23				$0		$0	$0	
24				$0		$0	$0	
25				$0		$0	$0	
26				$0		$0	$0	
27	DEMOLITION			$0		$0	$0	
28	Brick removal(rowlock N/I)	1608	2.00	$3216		$0	$3216	
29	Column cladding removal	2445	0.75	$1834		$0	$1834	
30	Hardi-Plank removal	3014	0.75	$2260		$0	$2260	
31	balc/walk carpet & sheathin	3794	1.00	$3794		$0	$3794	
32				$0		$0	$0	
33	tonnage fee	34	35.00	$1190		$0	$1190	
34				$0		$0	$0	
35	electrical (wiring & panels)		350.00	$0		$0	$0	
36	HVAC disconnect R&R	1	350.00	$350		$0	$350	
37	misc. building components			$0	30	$840	$840	
38	handrail removal			$0	40	$1120	$1120	
39	Balcony ceilings (all levels)	5691	0.50	$2846		$0	$2846	
40				$0		$0	$0	
41				$0		$0	$0	
42	PROTECTION			$0		$0	$0	
43	6 mil poly (exposed walls)	2	50.00	$100	20	$560	$660	
44	tape & tacs	1	125.00	$125		$0	$125	
45	plywood (dumpster, trailor)	10	15.00	$150	2	$56	$206	
46	carpet runners	1	100.00	$100	12	$336	$436	
47				$0		$0	$0	
48				$0		$0	$0	
49				$0		$0	$0	
50				$0		$0	$0	

	A	B	C	D	E	F	G	H
51	CARPENTRY/FRAMING			$0		$0	$0	
52	Floor sheathing adhesive	120	3.00	$360		$0	$360	
53	balc/walk flr sheathing(T&G	120	25.50	$3060	120	$3360	$6420	
54	Stair tower footings		300.00	$0		$0	$0	
55	nails	1	300.00	$300		$0	$300	
56				$0		$0	$0	
57	balc furring	25	4.50	$112	48	$1344	$1456	
58	walk furring	34	4.50	$153	85	$2380	$2533	
59				$0		$0	$0	
60				$0		$0	$0	
61				$0		$0	$0	
62				$0		$0	$0	
63				$0		$0	$0	
64				$0		$0	$0	
65	FLASHING/WATERPROOFING			$0		$0	$0	
66	roof flashing	8	8.00	$64	6	$168	$232	
67	window r/o membrane	5	35.00	$175	35	$980	$1155	
68	window head flash	28	7.00	$196	14	$392	$588	
69	balc/walk wall flash	510	3.00	$1530	50	$1400	$2930	
70				$0		$0	$0	
71	brick rowlock cap flash	348	4.00	$1392	116	$3248	$4640	
72	balc/walk flr waterproofing	3794	6.50	$24661		$0	$24661	
73				$0		$0	$0	
74	misc. perma barrier	8	35.00	$280	30	$840	$1120	
75	misc. liquid membrane	1	25.00	$25	10	$280	$305	
76	house wrap, tacs, tape	5	150.00	$750	30	$840	$1590	
77	Misc. sealants	24	5.94	$143	15	$420	$563	
78				$0		$0	$0	
79				$0		$0	$0	
80				$0		$0	$0	
81	CARPENTRY/CLADDING			$0		$0	$0	
82	Column cladding and trim	1	6850.00	$6850	120	$3360	$10210	
83				$0		$0	$0	
84	ext. wall trim	1816	0.80	$1453	310	$8680	$10133	
85	12" trim band deck/rowlock	888	2.45	$2176	85	$2380	$4556	
86	window trim (hrs on line 84)	1659	1.20	$1991		$0	$1991	
87	ext. wall Hardi Plank	3014	1.05	$3165	188	$5264	$8429	
88	window replacement	1	46282.00	$46282	204	$5712	$51994	
89	balcony rails	1	1000.00	$1000	160	$4480	$5480	
90	Brick rowlock	348	15.40	$5359		$0	$5359	
91	Brick around window	12	340.00	$4080		$0	$4080	
92	Balcony ceiling	5691	1.50	$8536		$0	$8536	
93	Balcony ceiling paint	5691	1.50	$8536		$0	$8536	
94	window jamb ext.	700	0.50	$350	68	$1904	$2254	
95	Int. window jamb/trim paint	34	35.00	$1190		$0	$1190	prime/paint/ca
96	wall brick	1608	7.20	$11578		$0	$11578	
98				$0		$0	$0	
99				$0		$0	$0	
100	EXTERIOR FINISHES			$0		$0	$0	
101	paint/caulk	1	27580.00	$27580		$0	$27580	

	A	B	C	D	E	F	G	H
102	carpet	1	3832.00	$3832		$0	$3832	
103				$0		$0	$0	
104	wall components	1	200.00	$200	60	$1680	$1880	
105				$0		$0	$0	
106				$0		$0	$0	
107				$0		$0	$0	
108				$0		$0	$0	
109				$0		$0	$0	
110				$0		$0	$0	
111				$0		$0	$0	
112	INTERIOR FINISHES			$0		$0	$0	
113				$0		$0	$0	
114				$0		$0	$0	
115				$0		$0	$0	
116				$0		$0	$0	
117				$0		$0	$0	
118	Wall repair behind Brick			$0		$0	$0	
119	sheathing replacement	38	7.00	$266	38	$1064	$1330	
120	bandboard replacement	112	1.20	$134	56	$1568	$1702	
121	wall stud replacement	100	5.00	$500	50	$1400	$1900	
122				$0		$0	$0	
123	ALLOWANCES (hardi-plank)			$0		$0	$0	
124	wall framing damage	995	2.38	$2368		$0	$2368	
125	wall sheathing damage 1/3	995	1.10	$1094		$0	$1094	
126	ALLOWANCES			$0		$0	$0	
127	Balc/walk framing damage	1	3000.00	$3000		$0	$3000	
128	insulation damage	1526	0.25	$382		$0	$382	
129	interior sheetrock damage	3051	0.50	$1526		$0	$1526	
130				$0		$0	$0	
131	interior paint	3051	1.50	$4576		$0	$4576	
132	interior floor finishes	7	100.00	$700		$0	$700	
133	electrical	1	500.00	$500		$0	$500	
134	plumbing	1	500.00	$500		$0	$500	
135	HVAC	1	500.00	$500		$0	$500	
136	landscape	1	2500.00	$2500		$0	$2500	
137	garage/walkway roof tie in	2	300.00	$600		$0	$600	
138				$0		$0	$0	
139				$0		$0	$0	
140	attic firewall repair	3	400.00	$1200		$0	$1200	
141	screen porch enclosure repa	2	350.00	$700		$0	$700	
142				$0		$0	$0	
143	MISC. LABOR EXPENSES			$0		$0	$0	
144	supervision	6	1000.00	$6000		$0	$6000	
145	clean-up	1	200.00	$200	120	$3360	$3560	
146	material pick-up			$0	60	$1680	$1680	
147	weekly meetings			$0	80	$2240	$2240	
148	de-mobilization			$0	4	$112	$112	
149	punch list	1	200.00	$200	200	$5600	$5800	
150				$0		$0	$0	
151				$0		$0	$0	

	A	B	C	D	E	F	G	H
152				$0		$0	$0	
153				$0		$0	$0	
154				$0		$0	$0	
155				$0		$0	$0	
156				$0		$0	$0	
157	OTHER JOB COSTS			$0		$0	$0	
158	freight charges	1	700.00	$700		$0	$700	
159	gas expenses	1	1050.00	$1050		$0	$1050	
160				$0		$0	$0	
161	contingency	1	7575.00	$7575		$0	$7575	
162				$0		$0	$0	
163				$0		$0	$0	
164				$0		$0	$0	
165				$0		$0	$0	
166				$0		$0	$0	
167				$0		$0	$0	
168				$0		$0	$0	
169			0.00	$0		$0	$0	
171				$235745	2672	$74816	$310561	
173				MATS	MH	LABOR	COST	
175					GM		JOB TOT	
176					20%		$388201	
177								
178								
179								

	A	B	C	D	E	F	G	H
1	JOB NAME	TYPE	BUILDER			DATE	SQFT	
2	Magnolia North #4819	reclad	PSC LLC.			03/25/09		
3	LOCATION							
4	Myrtle Beach							
5		MATERI	MATERIAL	MATERIAL	LABOR	LABOR		
6	ITEM	QUANTIT	AXED UNIT	TOTAL $	AN HOU	TOTAL $	TOTAL $	
7								
8	MOBILIZATION			$0		$0	$0	
9	building permit	1	2000.00	$2000	2	$56	$2056	
10	job trailor	1.5	575.00	$862		$0	$862	
11	storage trailor	1.5	100.00	$150		$0	$150	
12	temporary utilities	1.5	125.00	$188		$0	$188	
13	dumpster	1.5	500.00	$750	2	$56	$806	
14	port-a-john	1.5	200.00	$300		$0	$300	
15	signs & barricades	1	50.00	$50	2	$56	$106	
16				$0		$0	$0	
17				$0		$0	$0	
18				$0		$0	$0	
19	EQUIPMENT			$0		$0	$0	
20	scaffold	4.5	1600.00	$7200	150	$4200	$11400	
21	fork lift	1	1500.00	$1500		$0	$1500	
22	misc. rental tools	1	250.00	$250		$0	$250	
23				$0		$0	$0	
24				$0		$0	$0	
25				$0		$0	$0	
26				$0		$0	$0	
27	DEMOLITION			$0		$0	$0	
28	Brick removal(rowlock N/I)	1689	2.00	$3378		$0	$3378	
29	Column cladding removal	2445	0.75	$1834		$0	$1834	
30	Hardi-Plank removal	1628	0.75	$1221		$0	$1221	
31	balc/walk carpet & sheathin	3578	1.00	$3578		$0	$3578	
32				$0		$0	$0	
33	tonnage fee	36	35.00	$1260		$0	$1260	
34				$0		$0	$0	
35	electrical (wiring & panels)		350.00	$0		$0	$0	
36	HVAC disconnect R&R	1	350.00	$350		$0	$350	
37	misc. building components			$0	30	$840	$840	
38	handrail removal			$0	34	$952	$952	
39	Balcony ceilings (all levels)	5367	0.50	$2684		$0	$2684	
40				$0		$0	$0	
41				$0		$0	$0	
42	PROTECTION			$0		$0	$0	
43	6 mil poly (exposed walls)	2	50.00	$100	20	$560	$660	
44	tape & tacs	1	125.00	$125		$0	$125	
45	plywood (dumpster, trailor)	10	15.00	$150	2	$56	$206	
46	carpet runners	1	100.00	$100	12	$336	$436	
47				$0		$0	$0	
48				$0		$0	$0	
49				$0		$0	$0	
50				$0		$0	$0	

	A	B	C	D	E	F	G	H
51	CARPENTRY/FRAMING			$0		$0	$0	
52	Floor sheathing adhesive	114	3.00	$342		$0	$342	
53	balc/walk flr sheathing(T&G	114	25.50	$2907	114	$3192	$6099	
54	Stair tower footings		300.00	$0		$0	$0	
55	nails	1	300.00	$300		$0	$300	
56				$0		$0	$0	
57	balc furring	21	4.50	$94	42	$1176	$1270	
58	walk furring	30	4.50	$135	75	$2100	$2235	
59				$0		$0	$0	
60				$0		$0	$0	
61				$0		$0	$0	
62				$0		$0	$0	
63				$0		$0	$0	
64				$0		$0	$0	
65	FLASHING/WATERPROOFING			$0		$0	$0	
66	roof flashing	8	8.00	$64	6	$168	$232	
67	window r/o membrane	5	35.00	$175	35	$980	$1155	
68	window head flash	28	7.00	$196	14	$392	$588	
69	balc/walk wall flash	510	3.00	$1530	50	$1400	$2930	
70				$0		$0	$0	
71	brick rowlock cap flash	355	4.00	$1420	118	$3304	$4724	
72	balc/walk flr waterproofing	3578	6.50	$23257		$0	$23257	
73				$0		$0	$0	
74	misc. perma barrier	8	35.00	$280	30	$840	$1120	
75	misc. liquid membrane	1	25.00	$25	10	$280	$305	
76	house wrap, tacs, tape	3	150.00	$450	18	$504	$954	
77	Misc. sealants	24	5.94	$143	15	$420	$563	
78				$0		$0	$0	
79				$0		$0	$0	
80				$0		$0	$0	
81	CARPENTRY/CLADDING			$0		$0	$0	
82	Column cladding and trim	1	6850.00	$6850	120	$3360	$10210	
83				$0		$0	$0	
84	ext. wall trim	1711	0.80	$1369	291	$8148	$9517	
85	12" trim band deck/rowlock	848	2.45	$2078	81	$2268	$4346	
86	window trim (hrs on line 84)	1242	1.20	$1490		$0	$1490	
87	ext. wall Hardi Plank	1628	1.05	$1709	102	$2856	$4565	
88	window replacement	1	36288.00	$36288	174	$4872	$41160	
89	balcony rails	1	1000.00	$1000	136	$3808	$4808	
90	Brick rowlock	355	15.40	$5467		$0	$5467	
91	Brick around window	13	340.00	$4420		$0	$4420	
92	Balcony ceiling	5367	1.50	$8050		$0	$8050	
93	Balcony ceiling paint	5367	1.50	$8050		$0	$8050	
94	window jamb ext.	616	0.50	$308	56	$1568	$1876	
95	Int. window jamb/trim paint	29	35.00	$1015		$0	$1015	prime/paint/ca
96	wall brick	1689	7.20	$12161		$0	$12161	
98				$0		$0	$0	
99				$0		$0	$0	
100	EXTERIOR FINISHES			$0		$0	$0	
101	paint/caulk	1	23085.00	$23085		$0	$23085	

	A	B	C	D	E	F	G	H
102	carpet	1	3251.00	$3251		$0	$3251	
103				$0		$0	$0	
104	wall components	1	200.00	$200	60	$1680	$1880	
105				$0		$0	$0	
106				$0		$0	$0	
107				$0		$0	$0	
108				$0		$0	$0	
109				$0		$0	$0	
110				$0		$0	$0	
111				$0		$0	$0	
112	INTERIOR FINISHES			$0		$0	$0	
113				$0		$0	$0	
114				$0		$0	$0	
115				$0		$0	$0	
116				$0		$0	$0	
117				$0		$0	$0	
118	Wall repair behind Brick			$0		$0	$0	
119	sheathing replacement	38	7.00	$266	38	$1064	$1330	
120	bandboard replacement	112	1.20	$134	56	$1568	$1702	
121	wall stud replacement	100	5.00	$500	50	$1400	$1900	
122				$0		$0	$0	
123	ALLOWANCES (hardi-plank)			$0		$0	$0	
124	wall framing damage	540	2.38	$1285		$0	$1285	
125	wall sheathing damage 1/3	540	1.10	$594		$0	$594	
126	ALLOWANCES			$0		$0	$0	
127	Balc/walk framing damage	1	3000.00	$3000		$0	$3000	
128	insulation damage	1080	0.25	$270		$0	$270	
129	interior sheetrock damage	2190	0.50	$1095		$0	$1095	
130				$0		$0	$0	
131	interior paint	2190	1.50	$3285		$0	$3285	
132	interior floor finishes	5	100.00	$500		$0	$500	
133	electrical	1	500.00	$500		$0	$500	
134	plumbing	1	500.00	$500		$0	$500	
135	HVAC	1	500.00	$500		$0	$500	
136	landscape	1	2500.00	$2500		$0	$2500	
137	garage/walkway roof tie in	2	300.00	$600		$0	$600	
138				$0		$0	$0	
139				$0		$0	$0	
140	attic firewall repair	3	400.00	$1200		$0	$1200	
141	screen porch enclosure repa	2	350.00	$700		$0	$700	
142				$0		$0	$0	
143	MISC. LABOR EXPENSES			$0		$0	$0	
144	supervision	6	1000.00	$6000		$0	$6000	
145	clean-up	1	200.00	$200	120	$3360	$3560	
146	material pick-up			$0	60	$1680	$1680	
147	weekly meetings			$0	80	$2240	$2240	
148	de-mobilization			$0	4	$112	$112	
149	punch list	1	200.00	$200	200	$5600	$5800	
150				$0		$0	$0	
151				$0		$0	$0	

	A	B	C	D	E	F	G	H
152				$0		$0	$0	
153				$0		$0	$0	
154				$0		$0	$0	
155				$0		$0	$0	
156				$0		$0	$0	
157	OTHER JOB COSTS			$0		$0	$0	
158	freight charges	1	700.00	$700		$0	$700	
159	gas expenses	1	1050.00	$1050		$0	$1050	
160				$0		$0	$0	
161	contingency	1	6729.00	$6729		$0	$6729	
162				$0		$0	$0	
163				$0		$0	$0	
164				$0		$0	$0	
165				$0		$0	$0	
166				$0		$0	$0	
167				$0		$0	$0	
168				$0		$0	$0	
169			0.00	$0		$0	$0	
171				$208448	2409	$67452	$275900	
173				MATS	MH	LABOR	COST	
175					GM		JOB TOT	
176					20%		$344875	
177								
178								
179								

	A	B	C	D	E	F	G	H
1	JOB NAME	TYPE	BUILDER			DATE	SQFT	
2	Magnolia North #4823	reclad	PSC LLC.			03/25/09		
3	LOCATION							
4	Myrtle Beach							
5		MATERI	MATERIAL	MATERIAL	LABOR	LABOR		
6	ITEM	QUANTIT	AXED UNIT	TOTAL $	AN HOU	TOTAL $	TOTAL $	
7								
8	MOBILIZATION			$0		$0	$0	
9	building permit	1	2000.00	$2000	2	$56	$2056	
10	job trailor	1.5	575.00	$862		$0	$862	
11	storage trailor	1.5	100.00	$150		$0	$150	
12	temporary utilities	1.5	125.00	$188		$0	$188	
13	dumpster	1.5	500.00	$750	2	$56	$806	
14	port-a-john	1.5	200.00	$300		$0	$300	
15	signs & barricades	1	50.00	$50	2	$56	$106	
16				$0		$0	$0	
17				$0		$0	$0	
18				$0		$0	$0	
19	EQUIPMENT			$0		$0	$0	
20	scaffold	6	1600.00	$9600	200	$5600	$15200	
21	fork lift	1	1500.00	$1500		$0	$1500	
22	misc. rental tools	1	250.00	$250		$0	$250	
23				$0		$0	$0	
24				$0		$0	$0	
25				$0		$0	$0	
26				$0		$0	$0	
27	DEMOLITION			$0		$0	$0	
28	Brick removal(rowlock N/I)	1867	2.00	$3734		$0	$3734	
29	Column cladding removal	2445	0.75	$1834		$0	$1834	
30	Hardi-Plank removal	2311	0.75	$1733		$0	$1733	
31	balc/walk carpet & sheathin	3794	1.00	$3794		$0	$3794	
32				$0		$0	$0	
33	tonnage fee	47	35.00	$1645		$0	$1645	
34				$0		$0	$0	
35	electrical (wiring & panels)		350.00	$0		$0	$0	
36	HVAC disconnect R&R	1	350.00	$350		$0	$350	
37	misc. building components			$0	30	$840	$840	
38	handrail removal			$0	40	$1120	$1120	
39	Balcony ceilings (all levels)	5691	0.50	$2846		$0	$2846	
40				$0		$0	$0	
41				$0		$0	$0	
42	PROTECTION			$0		$0	$0	
43	6 mil poly (exposed walls)	2	50.00	$100	20	$560	$660	
44	tape & tacs	1	125.00	$125		$0	$125	
45	plywood (dumpster, trailor)	10	15.00	$150	2	$56	$206	
46	carpet runners	1	100.00	$100	12	$336	$436	
47				$0		$0	$0	
48				$0		$0	$0	
49				$0		$0	$0	
50				$0		$0	$0	

	A	B	C	D	E	F	G	H
51	CARPENTRY/FRAMING			$0		$0	$0	
52	Floor sheathing adhesive	120	3.00	$360		$0	$360	
53	balc/walk flr sheathing(T&G	120	25.50	$3060	120	$3360	$6420	
54	Stair tower footings		300.00	$0		$0	$0	
55	nails	1	300.00	$300		$0	$300	
56				$0		$0	$0	
57	balc furring	25	4.50	$112	48	$1344	$1456	
58	walk furring	34	4.50	$153	85	$2380	$2533	
59				$0		$0	$0	
60				$0		$0	$0	
61				$0		$0	$0	
62				$0		$0	$0	
63				$0		$0	$0	
64				$0		$0	$0	
65	FLASHING/WATERPROOFING			$0		$0	$0	
66	roof flashing	48	8.00	$384	20	$560	$944	
67	window r/o membrane	5	35.00	$175	35	$980	$1155	
68	window head flash	28	7.00	$196	14	$392	$588	
69	balc/walk wall flash	510	3.00	$1530	50	$1400	$2930	
70				$0		$0	$0	
71	brick rowlock cap flash	389	4.00	$1556	130	$3640	$5196	
72	balc/walk flr waterproofing	3794	6.50	$24661		$0	$24661	
73				$0		$0	$0	
74	misc. perma barrier	8	35.00	$280	30	$840	$1120	
75	misc. liquid membrane	1	25.00	$25	10	$280	$305	
76	house wrap, tacs, tape	3	150.00	$450	18	$504	$954	
77	Misc. sealants	24	5.94	$143	15	$420	$563	
78				$0		$0	$0	
79				$0		$0	$0	
80				$0		$0	$0	
81	CARPENTRY/CLADDING			$0		$0	$0	
82	Column cladding and trim	1	6850.00	$6850	120	$3360	$10210	
83				$0		$0	$0	
84	ext. wall trim	1816	0.80	$1453	310	$8680	$10133	
85	12" trim band deck/rowlock	888	2.45	$2176	85	$2380	$4556	
86	window trim (hrs on line 84)	1659	1.20	$1991		$0	$1991	
87	ext. wall Hardi Plank	2311	1.05	$2427	144	$4032	$6459	
88	window replacement	1	45111.00	$45111	210	$5880	$50991	
89	balcony rails	1	1000.00	$1000	160	$4480	$5480	
90	Brick rowlock	389	15.40	$5991		$0	$5991	
91	Brick around window	13	340.00	$4420		$0	$4420	
92	Balcony ceiling	5691	1.50	$8536		$0	$8536	
93	Balcony ceiling paint	5691	1.50	$8536		$0	$8536	
94	window jamb ext.	736	0.50	$368	74	$2072	$2440	
95	Int. window jamb/trim paint	37	35.00	$1295		$0	$1295	prime/paint/ca
96	wall brick	1867	7.20	$13442		$0	$13442	
98				$0		$0	$0	
99				$0		$0	$0	
100	EXTERIOR FINISHES			$0		$0	$0	
101	paint/caulk	1	28268.00	$28268		$0	$28268	

	A	B	C	D	E	F	G	H
102	carpet	1	3832.00	$3832		$0	$3832	
103				$0		$0	$0	
104	wall components	1	200.00	$200	60	$1680	$1880	
105				$0		$0	$0	
106				$0		$0	$0	
107				$0		$0	$0	
108				$0		$0	$0	
109				$0		$0	$0	
110				$0		$0	$0	
111				$0		$0	$0	
112	INTERIOR FINISHES			$0		$0	$0	
113				$0		$0	$0	
114				$0		$0	$0	
115				$0		$0	$0	
116				$0		$0	$0	
117				$0		$0	$0	
118	Wall repair behind Brick			$0		$0	$0	
119	sheathing replacement	38	7.00	$266	38	$1064	$1330	
120	bandboard replacement	112	1.20	$134	56	$1568	$1702	
121	wall stud replacement	100	5.00	$500	50	$1400	$1900	
122				$0		$0	$0	
123	ALLOWANCES (hardi-plank)			$0		$0	$0	
124	wall framing damage	650	2.38	$1547		$0	$1547	
125	wall sheathing damage 1/3	650	1.10	$715		$0	$715	
126	ALLOWANCES			$0		$0	$0	
127	Balc/walk framing damage	1	3000.00	$3000		$0	$3000	
128	insulation damage	1250	0.25	$312		$0	$312	
129	interior sheetrock damage	2760	0.50	$1380		$0	$1380	
130				$0		$0	$0	
131	interior paint	2760	1.50	$4140		$0	$4140	
132	interior floor finishes	7	100.00	$700		$0	$700	
133	electrical	1	500.00	$500		$0	$500	
134	plumbing	1	500.00	$500		$0	$500	
135	HVAC	1	500.00	$500		$0	$500	
136	landscape	1	2500.00	$2500		$0	$2500	
137	garage/walkway roof tie in	2	300.00	$600		$0	$600	
138				$0		$0	$0	
139				$0		$0	$0	
140	attic firewall repair	3	400.00	$1200		$0	$1200	
141	screen porch enclosure repa	2	350.00	$700		$0	$700	
142				$0		$0	$0	
143	MISC. LABOR EXPENSES			$0		$0	$0	
144	supervision	6	1000.00	$6000		$0	$6000	
145	clean-up	1	200.00	$200	120	$3360	$3560	
146	material pick-up			$0	60	$1680	$1680	
147	weekly meetings			$0	80	$2240	$2240	
148	de-mobilization			$0	4	$112	$112	
149	punch list	1	200.00	$200	200	$5600	$5800	
150				$0		$0	$0	
151				$0		$0	$0	

	A	B	C	D	E	F	G	H
152				$0		$0	$0	
153				$0		$0	$0	
154				$0		$0	$0	
155				$0		$0	$0	
156				$0		$0	$0	
157	OTHER JOB COSTS			$0		$0	$0	
158	freight charges	1	700.00	$700		$0	$700	
159	gas expenses	1	1050.00	$1050		$0	$1050	
160				$0		$0	$0	
161	contingency	1	7576.00	$7576		$0	$7576	
162				$0		$0	$0	
163				$0		$0	$0	
164				$0		$0	$0	
165				$0		$0	$0	
166				$0		$0	$0	
167				$0		$0	$0	
168				$0		$0	$0	
169			0.00	$0		$0	$0	
171				$236262	2656	$74368	$310630	
173				MATS	MH	LABOR	COST	
175					GM		JOB TOT	
176					20%		$388288	
177								
178								
179								

	A	B	C	D	E	F	G	H
1	JOB NAME	TYPE	BUILDER			DATE	SQFT	
2	Magnolia North #4827	reclad	PSC LLC.			03/25/09		
3	LOCATION							
4	Myrtle Beach							
5		MATERI	MATERIAL	MATERIAL	LABOR	LABOR		
6	ITEM	QUANTIT	AXED UNIT	TOTAL $	AN HOU	TOTAL $	TOTAL $	
7								
8	MOBILIZATION			$0		$0	$0	
9	building permit	1	2000.00	$2000	2	$56	$2056	
10	job trailor	1.5	575.00	$862		$0	$862	
11	storage trailor	1.5	100.00	$150		$0	$150	
12	temporary utilities	1.5	125.00	$188		$0	$188	
13	dumpster	1.5	500.00	$750	2	$56	$806	
14	port-a-john	1.5	200.00	$300		$0	$300	
15	signs & barricades	1	50.00	$50	2	$56	$106	
16				$0		$0	$0	
17				$0		$0	$0	
18				$0		$0	$0	
19	EQUIPMENT			$0		$0	$0	
20	scaffold	6	1600.00	$9600	200	$5600	$15200	
21	fork lift	1	1500.00	$1500		$0	$1500	
22	misc. rental tools	1	250.00	$250		$0	$250	
23				$0		$0	$0	
24				$0		$0	$0	
25				$0		$0	$0	
26				$0		$0	$0	
27	DEMOLITION			$0		$0	$0	
28	Brick removal(rowlock N/I)	1867	2.00	$3734		$0	$3734	
29	Column cladding removal	2445	0.75	$1834		$0	$1834	
30	Hardi-Plank removal	2171	0.75	$1628		$0	$1628	
31	balc/walk carpet & sheathin	3794	1.00	$3794		$0	$3794	
32				$0		$0	$0	
33	tonnage fee	47	35.00	$1645		$0	$1645	
34				$0		$0	$0	
35	electrical (wiring & panels)		350.00	$0		$0	$0	
36	HVAC disconnect R&R	1	350.00	$350		$0	$350	
37	misc. building components			$0	30	$840	$840	
38	handrail removal			$0	40	$1120	$1120	
39	Balcony ceilings (all levels)	5691	0.50	$2846		$0	$2846	
40				$0		$0	$0	
41				$0		$0	$0	
42	PROTECTION			$0		$0	$0	
43	6 mil poly (exposed walls)	2	50.00	$100	20	$560	$660	
44	tape & tacs	1	125.00	$125		$0	$125	
45	plywood (dumpster, trailor)	10	15.00	$150	2	$56	$206	
46	carpet runners	1	100.00	$100	12	$336	$436	
47				$0		$0	$0	
48				$0		$0	$0	
49				$0		$0	$0	
50				$0		$0	$0	

	A	B	C	D	E	F	G	H
51	CARPENTRY/FRAMING			$0		$0	$0	
52	Floor sheathing adhesive	120	3.00	$360		$0	$360	
53	balc/walk flr sheathing(T&G	120	25.50	$3060	120	$3360	$6420	
54	Stair tower footings		300.00	$0		$0	$0	
55	nails	1	300.00	$300		$0	$300	
56				$0		$0	$0	
57	balc furring	25	4.50	$112	48	$1344	$1456	
58	walk furring	34	4.50	$153	85	$2380	$2533	
59				$0		$0	$0	
60				$0		$0	$0	
61				$0		$0	$0	
62				$0		$0	$0	
63				$0		$0	$0	
64				$0		$0	$0	
65	FLASHING/WATERPROOFING			$0		$0	$0	
66	roof flashing	48	8.00	$384	20	$560	$944	
67	window r/o membrane	5	35.00	$175	35	$980	$1155	
68	window head flash	28	7.00	$196	14	$392	$588	
69	balc/walk wall flash	510	3.00	$1530	50	$1400	$2930	
70				$0		$0	$0	
71	brick rowlock cap flash	389	4.00	$1556	130	$3640	$5196	
72	balc/walk flr waterproofing	3794	6.50	$24661		$0	$24661	
73				$0		$0	$0	
74	misc. perma barrier	8	35.00	$280	30	$840	$1120	
75	misc. liquid membrane	1	25.00	$25	10	$280	$305	
76	house wrap, tacs, tape	3	150.00	$450	18	$504	$954	
77	Misc. sealants	24	5.94	$143	15	$420	$563	
78				$0		$0	$0	
79				$0		$0	$0	
80				$0		$0	$0	
81	CARPENTRY/CLADDING			$0		$0	$0	
82	Column cladding and trim	1	6850.00	$6850	120	$3360	$10210	
83				$0		$0	$0	
84	ext. wall trim	1816	0.80	$1453	310	$8680	$10133	
85	12" trim band deck/rowlock	888	2.45	$2176	85	$2380	$4556	
86	window trim (hrs on line 84)	1659	1.20	$1991		$0	$1991	
87	ext. wall Hardi Plank	2171	1.05	$2280	150	$4200	$6480	
88	window replacement	1	48544.00	$48544	234	$6552	$55096	
89	balcony rails	1	1000.00	$1000	160	$4480	$5480	
90	Brick rowlock	389	15.40	$5991		$0	$5991	
91	Brick around window	13	340.00	$4420		$0	$4420	
92	Balcony ceiling	5691	1.50	$8536		$0	$8536	
93	Balcony ceiling paint	5691	1.50	$8536		$0	$8536	
94	window jamb ext.	720	0.50	$360	78	$2184	$2544	
95	int. window jamb/trim paint	39	35.00	$1365		$0	$1365	prime/paint/ca
96	wall brick	1823	7.20	$13126		$0	$13126	
98				$0		$0	$0	
99				$0		$0	$0	
100	EXTERIOR FINISHES			$0		$0	$0	
101	paint/caulk	1	27983.00	$27983		$0	$27983	

	A	B	C	D	E	F	G	H
102	carpet	1	2250.00	$2250		$0	$2250	
103				$0		$0	$0	
104	wall components	1	200.00	$200	60	$1680	$1880	
105				$0		$0	$0	
106				$0		$0	$0	
107				$0		$0	$0	
108				$0		$0	$0	
109				$0		$0	$0	
110				$0		$0	$0	
111				$0		$0	$0	
112	INTERIOR FINISHES			$0		$0	$0	
113				$0		$0	$0	
114				$0		$0	$0	
115				$0		$0	$0	
116				$0		$0	$0	
117				$0		$0	$0	
118	Wall repair behind Brick			$0		$0	$0	
119	sheathing replacement	38	7.00	$266	38	$1064	$1330	
120	bandboard replacement	112	1.20	$134	56	$1568	$1702	
121	wall stud replacement	100	5.00	$500	50	$1400	$1900	
122				$0		$0	$0	
123	ALLOWANCES (hardi-plank)			$0		$0	$0	
124	wall framing damage	1112	2.38	$2647		$0	$2647	
125	wall sheathing damage 1/3	1112	1.10	$1223		$0	$1223	
126	ALLOWANCES			$0		$0	$0	
127	Balc/walk framing damage	1	3000.00	$3000		$0	$3000	
128	insulation damage	1714	0.25	$428		$0	$428	
129	interior sheetrock damage	3428	0.50	$1714		$0	$1714	
130				$0		$0	$0	
131	interior paint	3428	1.50	$5142		$0	$5142	
132	interior floor finishes	7	100.00	$700		$0	$700	
133	electrical	1	500.00	$500		$0	$500	
134	plumbing	1	500.00	$500		$0	$500	
135	HVAC	1	500.00	$500		$0	$500	
136	landscape	1	2500.00	$2500		$0	$2500	
137	garage/walkway roof tie in	2	300.00	$600		$0	$600	
138				$0		$0	$0	
139				$0		$0	$0	
140	attic firewall repair	3	400.00	$1200		$0	$1200	
141	screen porch enclosure repa	2	350.00	$700		$0	$700	
142				$0		$0	$0	
143	MISC. LABOR EXPENSES			$0		$0	$0	
144	supervision	6	1000.00	$6000		$0	$6000	
145	clean-up	1	200.00	$200	120	$3360	$3560	
146	material pick-up			$0	60	$1680	$1680	
147	weekly meetings			$0	80	$2240	$2240	
148	de-mobilization			$0	4	$112	$112	
149	punch list	1	200.00	$200	200	$5600	$5800	
150				$0		$0	$0	
151				$0		$0	$0	

	A	B	C	D	E	F	G	H
152				$0		$0	$0	
153				$0		$0	$0	
154				$0		$0	$0	
155				$0		$0	$0	
156				$0		$0	$0	
157	OTHER JOB COSTS			$0		$0	$0	
158	freight charges	1	700.00	$700		$0	$700	
159	gas expenses	1	1050.00	$1050		$0	$1050	
160				$0		$0	$0	
161	contingency	1	7703.00	$7703		$0	$7703	
162				$0		$0	$0	
163				$0		$0	$0	
164				$0		$0	$0	
165				$0		$0	$0	
166				$0		$0	$0	
167				$0		$0	$0	
168				$0		$0	$0	
169			0.00	$0		$0	$0	
171				$240508	2690	$75320	$315828	
173				MATS	MH	LABOR	COST	
175					GM		JOB TOT	
176					20%		$394785	
177								
178								
179								

	A	B	C	D	E	F	G	H
1	JOB NAME	TYPE	BUILDER			DATE	SQFT	
2	Magnolia North #4830	reclad	PSC LLC.			03/25/09		
3	LOCATION							
4	Myrtle Beach							
5		MATERI	MATERIAL	MATERIAL	LABOR	LABOR		
6	ITEM	QUANTIT	AXED UNIT	TOTAL $	AN HOU	TOTAL $	TOTAL $	
7								
8	MOBILIZATION			$0		$0	$0	
9	building permit	1	2000.00	$2000	2	$56	$2056	
10	job trailor	1.5	575.00	$862		$0	$862	
11	storage trailor	1.5	100.00	$150		$0	$150	
12	temporary utilities	1.5	125.00	$188		$0	$188	
13	dumpster	1.5	500.00	$750	2	$56	$806	
14	port-a-john	1.5	200.00	$300		$0	$300	
15	signs & barricades	1	50.00	$50	2	$56	$106	
16				$0		$0	$0	
17				$0		$0	$0	
18				$0		$0	$0	
19	EQUIPMENT			$0		$0	$0	
20	scaffold	6	1600.00	$9600	200	$5600	$15200	
21	fork lift	1	1500.00	$1500		$0	$1500	
22	misc. rental tools	1	250.00	$250		$0	$250	
23				$0		$0	$0	
24				$0		$0	$0	
25				$0		$0	$0	
26				$0		$0	$0	
27	DEMOLITION			$0		$0	$0	
28	Brick removal(rowlock N/I)	1541	2.00	$3082		$0	$3082	
29	Column cladding removal	2445	0.75	$1834		$0	$1834	
30	Hardi-Plank removal	2657	0.75	$1993		$0	$1993	
31	balc/walk carpet & sheathin	3794	1.00	$3794		$0	$3794	
32				$0		$0	$0	
33	tonnage fee	34	35.00	$1190		$0	$1190	
34				$0		$0	$0	
35	electrical (wiring & panels)		350.00	$0		$0	$0	
36	HVAC disconnect R&R	1	350.00	$350		$0	$350	
37	misc. building components			$0	30	$840	$840	
38	handrail removal			$0	40	$1120	$1120	
39	Balcony ceilings (all levels)	5691	0.50	$2846		$0	$2846	
40				$0		$0	$0	
41				$0		$0	$0	
42	PROTECTION			$0		$0	$0	
43	6 mil poly (exposed walls)	2	50.00	$100	20	$560	$660	
44	tape & tacs	1	125.00	$125		$0	$125	
45	plywood (dumpster, trailor)	10	15.00	$150	2	$56	$206	
46	carpet runners	1	100.00	$100	12	$336	$436	
47				$0		$0	$0	
48				$0		$0	$0	
49				$0		$0	$0	
50				$0		$0	$0	

	A	B	C	D	E	F	G	H
51	CARPENTRY/FRAMING			$0		$0	$0	
52	Floor sheathing adhesive	120	3.00	$360		$0	$360	
53	balc/walk flr sheathing(T&G	120	25.50	$3060	120	$3360	$6420	
54	Stair tower footings		300.00	$0		$0	$0	
55	nails	1	300.00	$300		$0	$300	
56				$0		$0	$0	
57	balc furring	25	4.50	$112	48	$1344	$1456	
58	walk furring	34	4.50	$153	85	$2380	$2533	
59				$0		$0	$0	
60				$0		$0	$0	
61				$0		$0	$0	
62				$0		$0	$0	
63				$0		$0	$0	
64				$0		$0	$0	
65	FLASHING/WATERPROOFING			$0		$0	$0	
66	roof flashing	8	8.00	$64	6	$168	$232	
67	window r/o membrane	5	35.00	$175	35	$980	$1155	
68	window head flash	28	7.00	$196	14	$392	$588	
69	balc/walk wall flash	510	3.00	$1530	50	$1400	$2930	
70				$0		$0	$0	
71	brick rowlock cap flash	348	4.00	$1392	116	$3248	$4640	
72	balc/walk flr waterproofing	3794	6.50	$24661		$0	$24661	
73				$0		$0	$0	
74	misc. perma barrier	8	35.00	$280	30	$840	$1120	
75	misc. liquid membrane	1	25.00	$25	10	$280	$305	
76	house wrap, tacs, tape	5	150.00	$750	30	$840	$1590	
77	Misc. sealants	24	5.94	$143	15	$420	$563	
78				$0		$0	$0	
79				$0		$0	$0	
80				$0		$0	$0	
81	CARPENTRY/CLADDING			$0		$0	$0	
82	Column cladding and trim	1	6850.00	$6850	120	$3360	$10210	
83				$0		$0	$0	
84	ext. wall trim	1816	0.80	$1453	310	$8680	$10133	
85	12" trim band deck/rowlock	888	2.45	$2176	85	$2380	$4556	
86	window trim (hrs on line 84)	1659	1.20	$1991		$0	$1991	
87	ext. wall Hardi Plank	2657	1.05	$2790	188	$5264	$8054	
88	window replacement	1	45516.00	$45516	192	$5376	$50892	
89	balcony rails	1	1000.00	$1000	160	$4480	$5480	
90	Brick rowlock	348	15.40	$5359		$0	$5359	
91	Brick around window	12	340.00	$4080		$0	$4080	
92	Balcony ceiling	5691	1.50	$8536		$0	$8536	
93	Balcony ceiling paint	5691	1.50	$8536		$0	$8536	
94	window jamb ext.	700	0.50	$350	68	$1904	$2254	
95	Int. window jamb/trim paint	32	35.00	$1120		$0	$1120	prime/paint/ca
96	wall brick	1541	7.20	$11095		$0	$11095	
98				$0		$0	$0	
99				$0		$0	$0	
100	EXTERIOR FINISHES			$0		$0	$0	
101	paint/caulk	1	27100.00	$27100		$0	$27100	

	A	B	C	D	E	F	G	H
102	carpet	1	2250.00	$2250		$0	$2250	
103				$0		$0	$0	
104	wall components	1	200.00	$200	60	$1680	$1880	
105				$0		$0	$0	
106				$0		$0	$0	
107				$0		$0	$0	
108				$0		$0	$0	
109				$0		$0	$0	
110				$0		$0	$0	
111				$0		$0	$0	
112	INTERIOR FINISHES			$0		$0	$0	
113				$0		$0	$0	
114				$0		$0	$0	
115				$0		$0	$0	
116				$0		$0	$0	
117				$0		$0	$0	
118	Wall repair behind Brick			$0		$0	$0	
119	sheathing replacement	38	7.00	$266	38	$1064	$1330	
120	bandboard replacement	112	1.20	$134	56	$1568	$1702	
121	wall stud replacement	100	5.00	$500	50	$1400	$1900	
122				$0		$0	$0	
123	ALLOWANCES (hardi-plank)			$0		$0	$0	
124	wall framing damage	995	2.38	$2368		$0	$2368	
125	wall sheathing damage 1/3	995	1.10	$1094		$0	$1094	
126	ALLOWANCES			$0		$0	$0	
127	Balc/walk framing damage	1	3000.00	$3000		$0	$3000	
128	insulation damage	1526	0.25	$382		$0	$382	
129	interior sheetrock damage	3051	0.50	$1526		$0	$1526	
130				$0		$0	$0	
131	interior paint	3051	1.50	$4576		$0	$4576	
132	interior floor finishes	7	100.00	$700		$0	$700	
133	electrical	1	500.00	$500		$0	$500	
134	plumbing	1	500.00	$500		$0	$500	
135	HVAC	1	500.00	$500		$0	$500	
136	landscape	1	2500.00	$2500		$0	$2500	
137	garage/walkway roof tie in	2	300.00	$600		$0	$600	
138				$0		$0	$0	
139				$0		$0	$0	
140	attic firewall repair	3	400.00	$1200		$0	$1200	
141	screen porch enclosure repa	2	350.00	$700		$0	$700	
142				$0		$0	$0	
143	MISC. LABOR EXPENSES			$0		$0	$0	
144	supervision	6	1000.00	$6000		$0	$6000	
145	clean-up	1	200.00	$200	120	$3360	$3560	
146	material pick-up			$0	60	$1680	$1680	
147	weekly meetings			$0	80	$2240	$2240	
148	de-mobilization			$0	4	$112	$112	
149	punch list	1	200.00	$200	200	$5600	$5800	
150				$0		$0	$0	
151				$0		$0	$0	

	A	B	C	D	E	F	G	H
152				$0		$0	$0	
153				$0		$0	$0	
154				$0		$0	$0	
155				$0		$0	$0	
156				$0		$0	$0	
157	OTHER JOB COSTS			$0		$0	$0	
158	freight charges	1	700.00	$700		$0	$700	
159	gas expenses	1	1050.00	$1050		$0	$1050	
160				$0		$0	$0	
161	contingency	1	7462.00	$7462		$0	$7462	
162				$0		$0	$0	
163				$0		$0	$0	
164				$0		$0	$0	
165				$0		$0	$0	
166				$0		$0	$0	
167				$0		$0	$0	
168				$0		$0	$0	
169			0.00	$0		$0	$0	
171				$231475	2660	$74480	$305955	
173				MATS	MH	LABOR	COST	
175					GM		JOB TOT	
176					20%		$382444	
177								
178								
179								

	A	B	C	D	E	F	G	H
1	JOB NAME	TYPE	BUILDER			DATE	SQFT	
2	Magnolia North #4834	reclad	PSC LLC.			03/25/09		
3	LOCATION							
4	Myrtle Beach							
5		MATERI	MATERIAL	MATERIAL	LABOR	LABOR		
6	ITEM	QUANTIT	AXED UNIT	TOTAL $	AN HOU	TOTAL $	TOTAL $	
7								
8	MOBILIZATION			$0		$0	$0	
9	building permit	1	2000.00	$2000	2	$56	$2056	
10	job trailor	1.5	575.00	$862		$0	$862	
11	storage trailor	1.5	100.00	$150		$0	$150	
12	temporary utilities	1.5	125.00	$188		$0	$188	
13	dumpster	1.5	500.00	$750	2	$56	$806	
14	port-a-john	1.5	200.00	$300		$0	$300	
15	signs & barricades	1	50.00	$50	2	$56	$106	
16				$0		$0	$0	
17				$0		$0	$0	
18				$0		$0	$0	
19	EQUIPMENT			$0		$0	$0	
20	scaffold	4.5	1600.00	$7200	150	$4200	$11400	
21	fork lift	1	1500.00	$1500		$0	$1500	
22	misc. rental tools	1	250.00	$250		$0	$250	
23				$0		$0	$0	
24				$0		$0	$0	
25				$0		$0	$0	
26				$0		$0	$0	
27	DEMOLITION			$0		$0	$0	
28	Brick removal(rowlock N/I)	1795	2.00	$3590		$0	$3590	
29	Column cladding removal	2445	0.75	$1834		$0	$1834	
30	Hardi-Plank removal	1867	0.75	$1400		$0	$1400	
31	balc/walk carpet & sheathin	3578	1.00	$3578		$0	$3578	
32				$0		$0	$0	
33	tonnage fee	36	35.00	$1260		$0	$1260	
34				$0		$0	$0	
35	electrical (wiring & panels)		350.00	$0		$0	$0	
36	HVAC disconnect R&R	1	350.00	$350		$0	$350	
37	misc. building components			$0	30	$840	$840	
38	handrail removal			$0	34	$952	$952	
39	Balcony ceilings (all levels)	5367	0.50	$2684		$0	$2684	
40				$0		$0	$0	
41				$0		$0	$0	
42	PROTECTION			$0		$0	$0	
43	6 mil poly (exposed walls)	2	50.00	$100	20	$560	$660	
44	tape & tacs	1	125.00	$125		$0	$125	
45	plywood (dumpster, trailor)	10	15.00	$150	2	$56	$206	
46	carpet runners	1	100.00	$100	12	$336	$436	
47				$0		$0	$0	
48				$0		$0	$0	
49				$0		$0	$0	
50				$0		$0	$0	

	A	B	C	D	E	F	G	H
51	CARPENTRY/FRAMING			$0		$0	$0	
52	Floor sheathing adhesive	114	3.00	$342		$0	$342	
53	balc/walk flr sheathing(T&G	114	25.50	$2907	114	$3192	$6099	
54	Stair tower footings		300.00	$0		$0	$0	
55	nails	1	300.00	$300		$0	$300	
56				$0		$0	$0	
57	balc furring	21	4.50	$94	42	$1176	$1270	
58	walk furring	30	4.50	$135	75	$2100	$2235	
59				$0		$0	$0	
60				$0		$0	$0	
61				$0		$0	$0	
62				$0		$0	$0	
63				$0		$0	$0	
64				$0		$0	$0	
65	FLASHING/WATERPROOFING			$0		$0	$0	
66	roof flashing	8	8.00	$64	6	$168	$232	
67	window r/o membrane	5	35.00	$175	35	$980	$1155	
68	window head flash	28	7.00	$196	14	$392	$588	
69	balc/walk wall flash	510	3.00	$1530	50	$1400	$2930	
70				$0		$0	$0	
71	brick rowlock cap flash	355	4.00	$1420	118	$3304	$4724	
72	balc/walk flr waterproofing	3578	6.50	$23257		$0	$23257	
73				$0		$0	$0	
74	misc. perma barrier	8	35.00	$280	30	$840	$1120	
75	misc. liquid membrane	1	25.00	$25	10	$280	$305	
76	house wrap, tacs, tape	3	150.00	$450	18	$504	$954	
77	Misc. sealants	24	5.94	$143	15	$420	$563	
78				$0		$0	$0	
79				$0		$0	$0	
80				$0		$0	$0	
81	CARPENTRY/CLADDING			$0		$0	$0	
82	Column cladding and trim	1	6850.00	$6850	120	$3360	$10210	
83				$0		$0	$0	
84	ext. wall trim	1711	0.80	$1369	291	$8148	$9517	
85	12" trim band deck/rowlock	848	2.45	$2078	81	$2268	$4346	
86	window trim (hrs on line 84)	1242	1.20	$1490		$0	$1490	
87	ext. wall Hardi Plank	1705	1.05	$1790	106	$2968	$4758	
88	window replacement	1	38436.00	$38436	186	$5208	$43644	
89	balcony rails	1	1000.00	$1000	136	$3808	$4808	
90	Brick rowlock	391	15.40	$6021		$0	$6021	
91	Brick around window	12	340.00	$4080		$0	$4080	
92	Balcony ceiling	5367	1.50	$8050		$0	$8050	
93	Balcony ceiling paint	5367	1.50	$8050		$0	$8050	
94	window jamb ext.	644	0.50	$322	60	$1680	$2002	
95	Int. window jamb/trim paint	31	35.00	$1085		$0	$1085	prime/paint/ca
96	wall brick	1761	7.20	$12679		$0	$12679	
98				$0		$0	$0	
99				$0		$0	$0	
100	EXTERIOR FINISHES			$0		$0	$0	
101	paint/caulk	1	24503.00	$24503		$0	$24503	

	A	B	C	D	E	F	G	H
102	carpet	1	3251.00	$3251		$0	$3251	
103				$0		$0	$0	
104	wall components	1	200.00	$200	60	$1680	$1880	
105				$0		$0	$0	
106				$0		$0	$0	
107				$0		$0	$0	
108				$0		$0	$0	
109				$0		$0	$0	
110				$0		$0	$0	
111				$0		$0	$0	
112	INTERIOR FINISHES			$0		$0	$0	
113				$0		$0	$0	
114				$0		$0	$0	
115				$0		$0	$0	
116				$0		$0	$0	
117				$0		$0	$0	
118	Wall repair behind Brick			$0		$0	$0	
119	sheathing replacement	38	7.00	$266	38	$1064	$1330	
120	bandboard replacement	112	1.20	$134	56	$1568	$1702	
121	wall stud replacement	100	5.00	$500	50	$1400	$1900	
122				$0		$0	$0	
123	ALLOWANCES (hardi-plank)			$0		$0	$0	
124	wall framing damage	565	2.38	$1345		$0	$1345	
125	wall sheathing damage 1/3	565	1.10	$622		$0	$622	
126	ALLOWANCES			$0		$0	$0	
127	Balc/walk framing damage	1	3000.00	$3000		$0	$3000	
128	insulation damage	1208	0.25	$302		$0	$302	
129	interior sheetrock damage	2417	0.50	$1208		$0	$1208	
130				$0		$0	$0	
131	interior paint	2417	1.50	$3626		$0	$3626	
132	interior floor finishes	5	100.00	$500		$0	$500	
133	electrical	1	500.00	$500		$0	$500	
134	plumbing	1	500.00	$500		$0	$500	
135	HVAC	1	500.00	$500		$0	$500	
136	landscape	1	2500.00	$2500		$0	$2500	
137	garage/walkway roof tie in	2	300.00	$600		$0	$600	
138				$0		$0	$0	
139				$0		$0	$0	
140	attic firewall repair	3	400.00	$1200		$0	$1200	
141	screen porch enclosure repa	2	350.00	$700		$0	$700	
142				$0		$0	$0	
143	MISC. LABOR EXPENSES			$0		$0	$0	
144	supervision	6	1000.00	$6000		$0	$6000	
145	clean-up	1	200.00	$200	120	$3360	$3560	
146	material pick-up			$0	60	$1680	$1680	
147	weekly meetings			$0	80	$2240	$2240	
148	de-mobilization			$0	4	$112	$112	
149	punch list	1	200.00	$200	200	$5600	$5800	
150				$0		$0	$0	
151				$0		$0	$0	

	A	B	C	D	E	F	G	H
152				$0		$0	$0	
153				$0		$0	$0	
154				$0		$0	$0	
155				$0		$0	$0	
156				$0		$0	$0	
157	OTHER JOB COSTS			$0		$0	$0	
158	freight charges	1	700.00	$700		$0	$700	
159	gas expenses	1	1050.00	$1050		$0	$1050	
160				$0		$0	$0	
161	contingency	1	6879.00	$6879		$0	$6879	
162				$0		$0	$0	
163				$0		$0	$0	
164				$0		$0	$0	
165				$0		$0	$0	
166				$0		$0	$0	
167				$0		$0	$0	
168				$0		$0	$0	
169			0.00	$0		$0	$0	
171				$214026	2429	$68012	$282038	
173				MATS	MH	LABOR	COST	
175					GM		JOB TOT	
176					20%		$352547	
177								
178								
179								

	A	B	C	D	E	F	G	H
1	JOB NAME	TYPE	BUILDER			DATE	SQFT	
2	Magnolia North #4835	reclad	PSC LLC.			03/25/09		
3	LOCATION							
4	Myrtle Beach							
5		MATERI	MATERIAL	MATERIAL	LABOR	LABOR		
6	ITEM	QUANTIT	AXED UNIT	TOTAL $	AN HOU	TOTAL $	TOTAL $	
7								
8	MOBILIZATION			$0		$0	$0	
9	building permit	1	2000.00	$2000	2	$56	$2056	
10	job trailor	1.5	575.00	$862		$0	$862	
11	storage trailor	1.5	100.00	$150		$0	$150	
12	temporary utilities	1.5	125.00	$188		$0	$188	
13	dumpster	1.5	500.00	$750	2	$56	$806	
14	port-a-john	1.5	200.00	$300		$0	$300	
15	signs & barricades	1	50.00	$50	2	$56	$106	
16				$0		$0	$0	
17				$0		$0	$0	
18				$0		$0	$0	
19	EQUIPMENT			$0		$0	$0	
20	scaffold	4.5	1600.00	$7200	150	$4200	$11400	
21	fork lift	1	1500.00	$1500		$0	$1500	
22	misc. rental tools	1	250.00	$250		$0	$250	
23				$0		$0	$0	
24				$0		$0	$0	
25				$0		$0	$0	
26				$0		$0	$0	
27	DEMOLITION			$0		$0	$0	
28	Brick removal(rowlock N/I)	1761	2.00	$3522		$0	$3522	
29	Column cladding removal	2445	0.75	$1834		$0	$1834	
30	Hardi-Plank removal	1705	0.75	$1279		$0	$1279	
31	balc/walk carpet & sheathin	3578	1.00	$3578		$0	$3578	
32				$0		$0	$0	
33	tonnage fee	36	35.00	$1260		$0	$1260	
34				$0		$0	$0	
35	electrical (wiring & panels)		350.00	$0		$0	$0	
36	HVAC disconnect R&R	1	350.00	$350		$0	$350	
37	misc. building components			$0	30	$840	$840	
38	handrail removal			$0	34	$952	$952	
39	Balcony ceilings (all levels)	5367	0.50	$2684		$0	$2684	
40				$0		$0	$0	
41				$0		$0	$0	
42	PROTECTION			$0		$0	$0	
43	6 mil poly (exposed walls)	2	50.00	$100	20	$560	$660	
44	tape & tacs	1	125.00	$125		$0	$125	
45	plywood (dumpster, trailor)	10	15.00	$150	2	$56	$206	
46	carpet runners	1	100.00	$100	12	$336	$436	
47				$0		$0	$0	
48				$0		$0	$0	
49				$0		$0	$0	
50				$0		$0	$0	

	A	B	C	D	E	F	G	H
51	CARPENTRY/FRAMING			$0		$0	$0	
52	Floor sheathing adhesive	114	3.00	$342		$0	$342	
53	balc/walk flr sheathing(T&G	114	25.50	$2907	114	$3192	$6099	
54	Stair tower footings		300.00	$0		$0	$0	
55	nails	1	300.00	$300		$0	$300	
56				$0		$0	$0	
57	balc furring	21	4.50	$94	42	$1176	$1270	
58	walk furring	30	4.50	$135	75	$2100	$2235	
59				$0		$0	$0	
60				$0		$0	$0	
61				$0		$0	$0	
62				$0		$0	$0	
63				$0		$0	$0	
64				$0		$0	$0	
65	FLASHING/WATERPROOFING			$0		$0	$0	
66	roof flashing	8	8.00	$64	6	$168	$232	
67	window r/o membrane	5	35.00	$175	35	$980	$1155	
68	window head flash	28	7.00	$196	14	$392	$588	
69	balc/walk wall flash	510	3.00	$1530	50	$1400	$2930	
70				$0		$0	$0	
71	brick rowlock cap flash	355	4.00	$1420	118	$3304	$4724	
72	balc/walk flr waterproofing	3578	6.50	$23257		$0	$23257	
73				$0		$0	$0	
74	misc. perma barrier	8	35.00	$280	30	$840	$1120	
75	misc. liquid membrane	1	25.00	$25	10	$280	$305	
76	house wrap, tacs, tape	3	150.00	$450	18	$504	$954	
77	Misc. sealants	24	5.94	$143	15	$420	$563	
78				$0		$0	$0	
79				$0		$0	$0	
80				$0		$0	$0	
81	CARPENTRY/CLADDING			$0		$0	$0	
82	Column cladding and trim	1	6850.00	$6850	120	$3360	$10210	
83				$0		$0	$0	
84	ext. wall trim	1711	0.80	$1369	291	$8148	$9517	
85	12" trim band deck/rowlock	848	2.45	$2078	81	$2268	$4346	
86	window trim (hrs on line 84)	1242	1.20	$1490		$0	$1490	
87	ext. wall Hardi Plank	1705	1.05	$1790	106	$2968	$4758	
88	window replacement	1	37448.00	$37448	180	$5040	$42488	
89	balcony rails	1	1000.00	$1000	136	$3808	$4808	
90	Brick rowlock	391	15.40	$6021		$0	$6021	
91	Brick around window	12	340.00	$4080		$0	$4080	
92	Balcony ceiling	5367	1.50	$8050		$0	$8050	
93	Balcony ceiling paint	5367	1.50	$8050		$0	$8050	
94	window jamb ext.	632	0.50	$316	58	$1624	$1940	
95	Int. window jamb/trim paint	30	35.00	$1050		$0	$1050	prime/paint/ca
96	wall brick	1761	7.20	$12679		$0	$12679	
98				$0		$0	$0	
99				$0		$0	$0	
100	EXTERIOR FINISHES			$0		$0	$0	
101	paint/caulk	1	23928.00	$23928		$0	$23928	

	A	B	C	D	E	F	G	H
102	carpet	1	3251.00	$3251		$0	$3251	
103				$0		$0	$0	
104	wall components	1	200.00	$200	60	$1680	$1880	
105				$0		$0	$0	
106				$0		$0	$0	
107				$0		$0	$0	
108				$0		$0	$0	
109				$0		$0	$0	
110				$0		$0	$0	
111				$0		$0	$0	
112	INTERIOR FINISHES			$0		$0	$0	
113				$0		$0	$0	
114				$0		$0	$0	
115				$0		$0	$0	
116				$0		$0	$0	
117				$0		$0	$0	
118	Wall repair behind Brick			$0		$0	$0	
119	sheathing replacement	38	7.00	$266	38	$1064	$1330	
120	bandboard replacement	112	1.20	$134	56	$1568	$1702	
121	wall stud replacement	100	5.00	$500	50	$1400	$1900	
122				$0		$0	$0	
123	ALLOWANCES (hardi-plank)			$0		$0	$0	
124	wall framing damage	565	2.38	$1345		$0	$1345	
125	wall sheathing damage 1/3	565	1.10	$622		$0	$622	
126	ALLOWANCES			$0		$0	$0	
127	Balc/walk framing damage	1	3000.00	$3000		$0	$3000	
128	insulation damage	1144	0.25	$286		$0	$286	
129	interior sheetrock damage	2288	0.50	$1144		$0	$1144	
130				$0		$0	$0	
131	interior paint	2288	1.50	$3432		$0	$3432	
132	interior floor finishes	5	100.00	$500		$0	$500	
133	electrical	1	500.00	$500		$0	$500	
134	plumbing	1	500.00	$500		$0	$500	
135	HVAC	1	500.00	$500		$0	$500	
136	landscape	1	2500.00	$2500		$0	$2500	
137	garage/walkway roof tie in	2	300.00	$600		$0	$600	
138				$0		$0	$0	
139				$0		$0	$0	
140	attic firewall repair	3	400.00	$1200		$0	$1200	
141	screen porch enclosure repa	2	350.00	$700		$0	$700	
142				$0		$0	$0	
143	MISC. LABOR EXPENSES			$0		$0	$0	
144	supervision	6	1000.00	$6000		$0	$6000	
145	clean-up	1	200.00	$200	120	$3360	$3560	
146	material pick-up			$0	60	$1680	$1680	
147	weekly meetings			$0	80	$2240	$2240	
148	de-mobilization			$0	4	$112	$112	
149	punch list	1	200.00	$200	200	$5600	$5800	
150				$0		$0	$0	
151				$0		$0	$0	

	A	B	C	D	E	F	G	H
152				$0		$0	$0	
153				$0		$0	$0	
154				$0		$0	$0	
155				$0		$0	$0	
156				$0		$0	$0	
157	OTHER JOB COSTS			$0		$0	$0	
158	freight charges	1	700.00	$700		$0	$700	
159	gas expenses	1	1050.00	$1050		$0	$1050	
160				$0		$0	$0	
161	contingency	1	6822.00	$6822		$0	$6822	
162				$0		$0	$0	
163				$0		$0	$0	
164				$0		$0	$0	
165				$0		$0	$0	
166				$0		$0	$0	
167				$0		$0	$0	
168				$0		$0	$0	
169			0.00	$0		$0	$0	
171				$211901	2421	$67788	$279689	
173				MATS	MH	LABOR	COST	
175					GM		JOB TOT	
176					20%		$349612	
177								
178								
179								

	A	B	C	D	E	F	G	H
1	JOB NAME	TYPE	BUILDER			DATE	SQFT	
2	Magnolia North #4839/51	reclad	PSC LLC.			03/25/09		
3	LOCATION							
4	Myrtle Beach							
5		MATERI	MATERIAL	MATERIAL	LABOR	LABOR		
6	ITEM	QUANTIT	AXED UNIT	TOTAL $	AN HOU	TOTAL $	TOTAL $	
7								
8	MOBILIZATION			$0		$0	$0	
9	building permit	1	1500.00	$1500	2	$56	$1556	
10	job trailor	1.5	575.00	$862		$0	$862	
11	storage trailor	1.5	100.00	$150		$0	$150	
12	temporary utilities	1.5	125.00	$188		$0	$188	
13	dumpster	1.5	500.00	$750	2	$56	$806	
14	port-a-john	1.5	200.00	$300		$0	$300	
15	signs & barricades	1	50.00	$50	2	$56	$106	
16				$0		$0	$0	
17				$0		$0	$0	
18				$0		$0	$0	
19	EQUIPMENT			$0		$0	$0	
20	scaffold	4.5	1600.00	$7200	150	$4200	$11400	
21	fork lift	1	1500.00	$1500		$0	$1500	
22	misc. rental tools	1	250.00	$250		$0	$250	
23				$0		$0	$0	
24				$0		$0	$0	
25				$0		$0	$0	
26				$0		$0	$0	
27	DEMOLITION			$0		$0	$0	
28	Brick removal(rowlock N/I)	1192	2.00	$2384		$0	$2384	
29	Column cladding removal	2445	0.75	$1834		$0	$1834	
30	Hardi-Plank removal	2100	0.75	$1575		$0	$1575	
31	balc/walk carpet & sheathin	3794	1.00	$3794		$0	$3794	
32				$0		$0	$0	
33	tonnage fee	25	35.00	$875		$0	$875	
34				$0		$0	$0	
35	electrical (wiring & panels)		350.00	$0		$0	$0	
36	HVAC disconnect R&R	1	350.00	$350		$0	$350	
37	misc. building components			$0	30	$840	$840	
38	handrail removal			$0	40	$1120	$1120	
39	Balcony ceilings (all levels)	5691	0.50	$2846		$0	$2846	
40				$0		$0	$0	
41				$0		$0	$0	
42	PROTECTION			$0		$0	$0	
43	6 mil poly (exposed walls)	2	50.00	$100	20	$560	$660	
44	tape & tacs	1	125.00	$125		$0	$125	
45	plywood (dumpster, trailor)	10	15.00	$150	2	$56	$206	
46	carpet runners	1	100.00	$100	12	$336	$436	
47				$0		$0	$0	
48				$0		$0	$0	
49				$0		$0	$0	
50				$0		$0	$0	

	A	B	C	D	E	F	G	H
51	CARPENTRY/FRAMING			$0		$0	$0	
52	Floor sheathing adhesive	120	3.00	$360		$0	$360	
53	balc/walk flr sheathing(T&G	120	25.50	$3060	120	$3360	$6420	
54	Stair tower footings		300.00	$0		$0	$0	
55	nails	1	300.00	$300		$0	$300	
56				$0		$0	$0	
57	balc furring	25	4.50	$112	48	$1344	$1456	
58	walk furring	34	4.50	$153	85	$2380	$2533	
59				$0		$0	$0	
60				$0		$0	$0	
61				$0		$0	$0	
62				$0		$0	$0	
63				$0		$0	$0	
64				$0		$0	$0	
65	FLASHING/WATERPROOFING			$0		$0	$0	
66	roof flashing	8	8.00	$64	6	$168	$232	
67	window r/o membrane	5	35.00	$175	35	$980	$1155	
68	window head flash	28	7.00	$196	14	$392	$588	
69	balc/walk wall flash	510	3.00	$1530	50	$1400	$2930	
70				$0		$0	$0	
71	brick rowlock cap flash	349	4.00	$1396	118	$3304	$4700	
72	balc/walk flr waterproofing	3794	6.50	$24661		$0	$24661	
73				$0		$0	$0	
74	misc. perma barrier	8	35.00	$280	30	$840	$1120	
75	misc. liquid membrane	1	25.00	$25	10	$280	$305	
76	house wrap, tacs, tape	3	150.00	$450	18	$504	$954	
77	Misc. sealants	24	5.94	$143	15	$420	$563	
78				$0		$0	$0	
79				$0		$0	$0	
80				$0		$0	$0	
81	CARPENTRY/CLADDING			$0		$0	$0	
82	Column cladding and trim	1	6850.00	$6850	120	$3360	$10210	
83				$0		$0	$0	
84	ext. wall trim	1711	0.80	$1369	291	$8148	$9517	
85	12" trim band deck/rowlock	888	2.45	$2176	81	$2268	$4444	
86	window trim (hrs on line 84)	1423	1.20	$1708		$0	$1708	
87	ext. wall Hardi Plank	2100	1.05	$2205	131	$3668	$5873	
88	window replacement	1	36741.00	$36741	144	$4032	$40773	
89	balcony rails	1	1000.00	$1000	160	$4480	$5480	
90	Brick rowlock	349	15.40	$5375		$0	$5375	
91	Brick around window	8	340.00	$2720		$0	$2720	
92	Balcony ceiling	5691	1.50	$8536		$0	$8536	
93	Balcony ceiling paint	5691	1.50	$8536		$0	$8536	
94	window jamb ext.	504	0.50	$252	40	$1120	$1372	
95	Int. window jamb/trim paint	24	35.00	$840		$0	$840	prime/paint/ca
96	wall brick	1192	7.20	$8582		$0	$8582	
98				$0		$0	$0	
99				$0		$0	$0	
100	EXTERIOR FINISHES			$0		$0	$0	
101	paint/caulk	1	23733.00	$23733		$0	$23733	

	A	B	C	D	E	F	G	H
102	carpet	1	4170.00	$4170		$0	$4170	
103				$0		$0	$0	
104	wall components	1	200.00	$200	60	$1680	$1880	
105				$0		$0	$0	
106				$0		$0	$0	
107				$0		$0	$0	
108				$0		$0	$0	
109				$0		$0	$0	
110				$0		$0	$0	
111				$0		$0	$0	
112	INTERIOR FINISHES			$0		$0	$0	
113				$0		$0	$0	
114				$0		$0	$0	
115				$0		$0	$0	
116				$0		$0	$0	
117				$0		$0	$0	
118	Wall repair behind Brick			$0		$0	$0	
119	sheathing replacement	38	7.00	$266	38	$1064	$1330	
120	bandboard replacement	112	1.20	$134	56	$1568	$1702	
121	wall stud replacement	100	5.00	$500	50	$1400	$1900	
122				$0		$0	$0	
123	ALLOWANCES (hardi-plank)			$0		$0	$0	
124	wall framing damage	693	2.38	$1649		$0	$1649	
125	wall sheathing damage 1/3	693	1.10	$762		$0	$762	
126	ALLOWANCES			$0		$0	$0	
127	Balc/walk framing damage	1	3000.00	$3000		$0	$3000	
128	insulation damage	1086	0.25	$272		$0	$272	
129	interior sheetrock damage	2173	0.50	$1086		$0	$1086	
130				$0		$0	$0	
131	interior paint	2173	1.50	$3260		$0	$3260	
132	interior floor finishes	5	100.00	$500		$0	$500	
133	electrical	1	500.00	$500		$0	$500	
134	plumbing	1	500.00	$500		$0	$500	
135	HVAC	1	500.00	$500		$0	$500	
136	landscape	1	2500.00	$2500		$0	$2500	
137	garage/walkway roof tie in	2	300.00	$600		$0	$600	
138				$0		$0	$0	
139				$0		$0	$0	
140	attic firewall repair	3	400.00	$1200		$0	$1200	
141	screen porch enclosure repa	2	350.00	$700		$0	$700	
142				$0		$0	$0	
143	MISC. LABOR EXPENSES			$0		$0	$0	
144	supervision	6	1000.00	$6000		$0	$6000	
145	clean-up	1	200.00	$200	120	$3360	$3560	
146	material pick-up			$0	60	$1680	$1680	
147	weekly meetings			$0	80	$2240	$2240	
148	de-mobilization			$0	4	$112	$112	
149	punch list	1	200.00	$200	200	$5600	$5800	
150				$0		$0	$0	
151				$0		$0	$0	

	A	B	C	D	E	F	G	H
152				$0		$0	$0	
153				$0		$0	$0	
154				$0		$0	$0	
155				$0		$0	$0	
156				$0		$0	$0	
157	OTHER JOB COSTS			$0		$0	$0	
158	freight charges	1	700.00	$700		$0	$700	
159	gas expenses	1	1050.00	$1050		$0	$1050	
160				$0		$0	$0	
161	contingency	1	6732.00	$6732		$0	$6732	
162				$0		$0	$0	
163				$0		$0	$0	
164				$0		$0	$0	
165				$0		$0	$0	
166				$0		$0	$0	
167				$0		$0	$0	
168				$0		$0	$0	
169			0.00	$0		$0	$0	
171				$207592	2444	$68432	$276024	
173				MATS	MH	LABOR	COST	
175					GM		JOB TOT	
176					20%		$345030	
177								
178								
179								

PLAINTIFF'S EXHIBIT 46

Coastal Carolina Division of
APAC-Atlantic, Inc.
P.O. Box 399
604 East New Bern Road
Kinston, NC 28502
Phone (252)527-8021
Fax (252)527-4739

PROPOSAL and CONTRACT

TO: **Magnolia North POA**
C/O The Noble Company, LLC
Attn: Pat Nobles
1125 48th Avenue North
Myrtle Beach, SC 29577
(843) 449-8625
(843) 449-6007 - Fax

Please Address Reply to:
Samuel S. Taylor
P. O. Box 50607
Myrtle Beach, SC 29579
(843) 347-3555
(843) 347-3888 - Fax
May 10, 2004

APAC-Atlantic, Inc., Coastal Carolina Division, hereinafter called the Company, offers to furnish all labor, materials and equipment required for the performance of the following described work in connection with the construction or improvements at **Magnolia North** which property is owned by **Magnolia North POA.**

Item No.	Description	Estimated Quantities	Unit	Unit Price	Estimated Amount
10	Sawcut asphalt pavement	1,525	LF	$2.50	$3,812.50
20	Remove and dispose of distressed asphalt pavement	33,345	SF	$.26	$8,669.70
30	Binder course asphalt placement	300	TON	$90.00	$27,000.00
40	Final course asphalt placement including tack coat	1180	TON	$67.50	$79,650.00
50	Base Course removal and disposal	990	CY	$11.85	$11,731.50
60	Placement of 8" GABC Base course and compaction	990	CY	$42.15	$41,728.50
70	**#57 placed and compacted**	**0 ****	**CY**	**$67.90**	**$0.00**
80	**Subgrade removal and disposal**	**0 *****	**CY**	**$12.60**	**$0.00**
90	**Suitable subgrade material placed and compacted**	**0 *****	**CY**	**$18.35**	**$0.00**
100	Removal and replacement of curb and gutter	200	LF	$21.60	$4,320.00
110	Seal Coat Asphalt	9827	SY	$.84	$8,254.68
120	Paint Package	1	LS	$1,920.00	$1,920.00
130	6" Concrete (4500 psi) with #4 rebar per City	3050	SF	$6.60	$20,130.00
140	Adjust Catch Basin Rim Elevation as required to promote positive drainage.	4 ****	EA	$520.00	$2,080.00
	Total Estimated Amount				**$209,296.88**

This quotation is based on **quantities** by **APAC**. The prices quoted herein are based upon the site being available for completion of work within sixty (60) days after initiation of work and are firm until that date. Customer's agent **Mr. C. J. Baker**, is specifically designated as the on-site representative of **Magnolia North POA**, and is authorized to direct additional work to this contract, negotiate its cost and sign for the cost of the work. **Unless a lump sum price is paid for the foregoing work and is clearly stated, it is understood and agreed that the quantities referred to above are estimates only and that payment shall be made at the stated unit prices on the actual quantities of work performed by the Company.**

If the foregoing meets with acceptance, kindly sign and return the white copy of our proposal. Upon its receipt it is understood the foregoing, including the terms and conditions set forth on the reverse side hereof, will constitute the full and complete agreement between us.

This proposal expires fifteen (15) days from date hereof, but may be accepted at any later date at the sole option of the Company.

Please note the Specific Exclusions on page 3 of 3 of this Proposal and Contract

NOTE:

1. Sealing of asphalt is estimated for areas that have all ready been paved to finish grade by others.
2. APAC will require the owner to be responsible for all traffic control, time will be extended for failure to isolate areas, and APAC shall be paid for labor and equipment for such time lost.
3. APAC will be given sixty (60) days to complete work with days added with respect to additional work. The owner will deduct one hundred dollars ($100.00) per day as liquidated damages for each day above the sixty (60) day timeframe that work contained in the original agreement is not completed.
4. For every rain day incurred APAC will be granted 1.5 days of additional contract time.
5. For unit price work, payment shall be based upon field measurements by APAC and owner's representative.
6. Undercut and backfill are not anticipated, and are not part of this proposal. Any work of this nature will be performed and billed at the above unit prices.
7. Binder asphalt unit price in proposal is a unit price for machine placement. If areas are added that require hand placement of Binder the unit price will increase to $135.00 per TON.
8. Bid Total of this proposal is based on drawing attachment "A"
9. All Areas that now have surface asphalt in place will be patched at areas shown on attachment #1, and then sealed with 2 Coats of Coal Tar Sealer.
10. All Grade for replacement curb and gutter shall be approved by OWNER before new Curb is installed.
11. All areas that are settled and require leveling will be "Skin patched" to correct elevation and then overlayed. (this would be the areas not marked as repair areas on sketch).
12. APAC will mobilize to the job not later than ten (10) working days after receipt of a fully executed contract, but not prior to June 1, 2004.
13. Owner acknowledges that APAC is not providing any engineering or soil testing with regard to this project and that the owner has elected not to perform the work recommended by Owner's engineer. In addition, Owner acknowledges that there are pre-existing conditions which may affect APAC's work and that the Contract does not include the work items necessary to address these pre-existing conditions. APAC, therefore, is unable to warrant or guarantee its work in areas that APAC does not perform any repair work to subsurface areas. Should any unforeseen areas prove to be unsuitable for paving, APAC and owner's representative will jointly determine a resolution and establish a unit price to complete the work. APAC will warrant materials and workmanship of all work placed, using accepted industry standards, from a period of one year from date of substantial completion. (ALL AREAS WITH WARRANTY EXPRESSED ARE SHOWN AS GRAY AREAS ON PLAN SHEET MADE PART OF THIS CONTRACT AS ATTACHMENT "A".

APAC excludes the following:

1. Landscaping damages and repair.
2. Irrigation damages and Repair
3. Survey and staking
4. Testing

Very truly yours,
Coastal Carolina Division of
APAC-Atlantic, Inc.

By: _____
Kenneth A Atkinson Jr.
Area Manager

6/8/04
(Date)

Accepted:

Magnolia North POA

Herbert Bagley, President

By: _____

5/24/04
(Date)

PROPOSAL & CONTRACT ATTACHMENT
TERMS AND CONDITIONS

Payment in full for all work performed hereunder during any month shall be made according to the terms stated herein but not later than thirty (30) days from the date of invoice. Final and complete payment for all work performed hereunder shall be made not later that fifteen (15) days after the completion of such work. Payment shall not be contingent upon payment to you by owner or any other person. Interest at the highest rate allowable under the laws of the jurisdiction in which the contract is executed or one and one-half percent (1 ½%) per month, whichever is less, shall be charged and paid on all unpaid balances from the due date to the date we receive payment. You agree to pay in full all costs and expenses incurred by APAC in collecting the amounts owed by you under the Agreement, including any and all court costs and attorney fees. Payments received will be applied against open items on unpaid invoices in an order and sequence determined by APAC in its sole discretion. Any monies paid to you for our work shall be held in trust for our benefit.

We shall not become obligated to perform the work called for under this contract until your credit has been checked and approved by our Credit Department. If credit conditions become unsatisfactory at any time prior to our completion of the work hereunder, we shall be furnished adequate security upon our request.

This document is the full agreement between us, regardless of any prior proposals or communications. Any deviations from the specifications or modification of the terms of this contract and any extra or incidental work, or reductions in work, shall be set forth in writing and signed by both parties prior to the making of such change. We will be compensated for any increase in our costs caused by such change, on the basis of the increase plus ten percent (10%) profit. If a time is set for the performance of work, and if, in our judgment, such change or other circumstances beyond our reasonable control will increase the time necessary for our performance, we will be granted a reasonable extension of time.

We will provide any pay for Workman's Compensation insurance covering our employees and Public Liability and Property Damage insurance protecting ourselves. We will also assume responsibility for the collection and payment of Social Security and State Unemployment Taxes applicable to our employees.

We shall be provided with suitable access to the work area. If our work is dependent upon or must be undertaken in conjunction with the work of others, such work shall be so performed and completed as to permit us to perform our work hereunder in a normal uninterrupted single-shift operation. It will be your responsibility to coordinate the work of others.

Unless a time for the performance of our work is specified, we shall undertake it in the course of our normal operating schedule. We shall not be liable for nay failure to undertake or complete the work for causes beyond our control, including but not limited to fire, flood or other casualty; labor disputes or other disagreements; and accidents or other mishaps, or lack of readily available local material. Whether affecting this work or other operations in which we are involved, directly or indirectly. You shall not interfere with the progress of our work. Any delay damages we incur, including attorney fees, resulting from your breach of this or any other provision in this contract, shall be paid by you.

If for causes beyond our control, our work is not completed by the date stated on the front of this proposal, we may cancel this agreement at any time thereafter on ten (10) days notice. In such event (i) we shall be relieved of any further obligations with respect to the balance of the work; and (ii) we shall be entitled to receive final and complete payment for all work performed by us to the date of cancellation within fifteen (15) days thereafter.

We shall not be responsible for, and you agree to hold us harmless from any liability resulting from, damages to utilities or other facilities or objects buried beneath our work area or designated areas of access when the existence or location of utilities, facilities or objects is unknown to the Company.

It is further understood that we shall not be responsible for any damage to or deterioration of any of our work, whether completed or in process, resulting from any cause or causes beyond our control, including but not limited to failure to subgrade or failure or inadequacy of any labor or materials not furnished and installed by us, whether or not such failure or inadequacy was or could have been known at the time our work was undertaken. You agree that the proper jurisdiction and venue for adjudication concerning the contract is Horry County, South Carolina and you waive any right to jurisdiction and venue in any other place.

You agree to indemnify and hold us harmless for all expenses, including attorney and expert fees, arising from your breach of any provision of this contract, or any other claims, injuries or damages resulting from your acts or omissions and those of your employees, agents, and other contractors and their subcontractors and any other person directly or indirectly under your control.

When the Company contracts to place Aggregate Base Course or Bituminous Concrete on grade prepared by others, the grade must be firm, stable, and unyielding within 0.1 foot of plan grade with sufficient suitable material on site for final grading. The Company is not responsible for failure of grade prepared by others.

Specific Exclusions

The following items are specifically excluded from this contract unless listed as work included in the contract under "Description of Work and Price": engineering and staking; testing; permits and fees; undercut and backfill of unsuitable material; landscaping; excavation or backfill of footings; temporary utilities or facilities; adjustment, removal, or relocation of new or existing utilities; soil treatment, soil poisoning or preventing vegetation from growing through asphalt; obtaining approvals or inspections by third parties; and paint striping unless specifically provided for in this contract. The Company assumes no responsibility for standing or ponding of water on finished asphalt surfaces with a designated slope of less than one and one-half percent ~~(1 ½%)~~. 1%

Accepted_____
Customer Initials

APAC-Atlantic, Inc., Coastal Carolina Division

Coastal Carolina Division of

APAC-Atlantic, Inc.
P. O. Box 399
Kinston, NC 25802

APAC Contract No. 3181

Change Order No. 1

CHANGE ORDER

PROJECT: Magnolia North Parking Improvements

To: Magnolia North POA
C/O Pat Nobles
C.J. Baker
1125 48th Avenue North
Myrtle Beach, SC 29577
(843) 449-6625
(f) (843) 449-6007

Original contract Amount	UNIT CONTRACT
Previous Adjustments through Change Order No. 1	
Adjustments this Change Order	UNIT CONTRACT
New contract Amount	UNIT CONTRACT

Completion Date Remains Unchanged

In accordance with the terms and conditions of the above referenced contract, the following changes are acknowledged and agreed to by and between Contractor and OWNER.

Item No.	Description	Approx. Quantity	Unit	Unit Price	Estimated Amount
150	Re-Condition, Fine Grade, and Compact Existing Base Course For Paving	24,593	SF	$1.30	UNIT CONTRACT
160	Added Mobilization and form work for pouring Dumpster concrete Pads in two sections	1	LS	$2,680.00	UNIT CONTRACT
	Approximate total change				UNIT CONTRACT

All other terms and conditions of the contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Change Order to be executed as of the date and year written below.

CONTRACTOR:
Coastal Carolina Division of
APAC-Atlantic

By: K. Pettigew, Jr.
Title: AREA MGR.
Date: 7/13/04

OWNER:
Magnolia North POA
C/O C.J. Baker

Herbert H. Bagley

By: [signature]
Title: PRESIDENT
Date: 7-13-04

C.J. Baker
C.J. BAKER

ASHLAND

APAC-Atlantic, Inc.

A subsidiary of Ashland Paving And Construction, Inc
Coastal Carolina Division
154 Winyah Road, Conway, SC 29526
P.O. Box 50507, Myrtle Beach, SC 29579
Tel 843 347-3555, Fax: 843 347-3888.

July 7, 2004

Magnolia North POA
C/O The Noble Company, LLC.
Attn: Pat Nobles
Subject: Magnolia North Parking Improvements APAC Job #3181
1125 48th Avenue North
Myrtle Beach, SC 29577
(843) 449-6625
(843) 449-6007 – Fax

Dear Mr. Nobles,

Field changes on the above referenced project have produced a scope of work that was not anticipated in our original proposal. While these changes have deleted unnecessary work and produced minimal inconvenience to the property owners it has placed an undue burden on APAC. The distressed asphalt paving was removed to discover that the underlying base material was in good condition. We were instructed by the project coordinator Mr. Baker to re-condition, fine grade and compact the existing base material. The removal of the asphalt is a minimal revenue item. However, because we did not remove and replace the base course there is no pay item to compensate for the re-conditioning, fine grading, and compaction of the base prior to paving. APAC requests that you approve the payment of $1.30 per square foot to compensate for this work. The projected savings to Magnolia North should be in excess of $25,000.00 based on the original proposal. (See Attachment #1 for detailed breakdown) We feel that this project has gone well to date and the cooperation of the residents has been great. We look forward to the timely completion of this project.

Sincerely,

Samuel S. Taylor
Project Manager
APAC-Atlantic
Coastal Division

CC: Pat Nobles
C.J. Baker
File

apac

ATTACHMENT #1

Magnolia North POA Parking Improvements

Cost Comparision of original estimate to estimate of actual work

The items in this cost estimate do not include all items, only areas that have cost adjustments

Work Item #	Description of work	Original Est. Qty.	Unit	Unit Price	Original Est. $	Projected Qty.	Cost Est. $	Difference
10	Sawcut Asphalt	1625	LF	$2.50	$3,812.50	2060	$5,150.00	$1,337.50
20	Remove Pavement	33,345	SF	$0.26	$8,669.70	24593	$6,394.18	($2,275.52)
30	Binder Course Paving	300	TON	$90.00	27,000.00	205	$18,450.00	($8,550.00)
30	Hand placed Binder	0	TON	$135.00	0	20	$2,700.00	$2,700.00
50	Base Course Removal	990	CY	$11.85	$11,731.50	0	$0.00	($11,731.50)
60	8" SABC Base Course	990	CY	$42.15	$41,728.50	0	$0.00	($41,728.50)
150	Condition, grade, and compact	0	SF	$1.30	$0.00	24593	$31,970.90	$31,970.90
160	Added Form Work for 6" Pads	0	LS	$2,690.00	$0.00	1	$2,690.00	$2,690.00
TOTALS					$92,942.20		$67,355.08	($25,587.12)

Coastal Carolina Division of
APAC-Atlantic, Inc.
P.O. Box 399
604 East New Bern Road
Kinston, NC 28502
Phone (252)527-8021
Fax (252)527-4739

SIGNED [redacted]

CONTRACT

PROPOSAL and CONTRACT

TO: **Magnolia North POA**
C/O The Noble Company, LLC
Attn: Pat Nobles
1125 48th Avenue North
Myrtle Beach, SC 29577
(843) 449-6525
(843) 449-6007 - Fax

Please Address Reply to:
Samuel S. Taylor
P. O. Box 50607
Myrtle Beach, SC 29579
(843) 347-3555
(843) 347-3888 - Fax
May 10, 2004

APAC-Atlantic, Inc., Coastal Carolina Division, hereinafter called the Company, offers to furnish all labor, materials and equipment required for the performance of the following described work in connection with the construction or improvements at **Magnolia North** which property is owned by **Magnolia North POA.**

Item No.	Description	Estimated Quantities	Unit	Unit Price	Estimated Amount
10	Sawcut asphalt pavement	1,525	LF	$2.50	$3,812.50
20	Remove and dispose of distressed asphalt pavement	33,345	SF	$.26	$8,669.70
30	Binder course asphalt placement	300	TON	$90.00	$27,000.00
40	Final course asphalt placement including tack coat	1180	TON	$67.50	$79,650.00
50	Base Course removal and disposal	990	CY	$11.85	$11,731.50
60	Placement of 8" GABC Base course and compaction	990	CY	$42.15	$41,728.50
70	**#57 placed and compacted**	**0 *****	**CY**	**$57.90**	**$0.00**
80	**Subgrade removal and disposal**	**0 *****	**CY**	**$12.60**	**$0.00**
90	**Suitable subgrade material placed and compacted**	**0 *****	**CY**	**$18.35**	**$0.00**
100	Removal and replacement of curb and gutter	200	LF	$21.60	$4,320.00
110	Seal Coat Asphalt	9827	SY	$.84	$8,254.68
120	Paint Package	1	LS	$1,920.00	$1,920.00
130	6" Concrete (4500 psi) with #4 rebar per City	3050	SF	$6.60	$20,130.00
140	Adjust Catch Basin Rim Elevation as required to promote positive drainage.	4 ****	EA	$520.00	$2,080.00
	Total Estimated Amount				**$209,296.88**

This quotation is based on **quantities** by **APAC**. The prices quoted herein are based upon the site being available for completion of work within sixty (60) days after initiation of work and are firm until that date. Customer's agent, **Mr. C. J. Baker**, is specifically designated as the on-site representative of **Magnolia North POA**, and is authorized to direct additional work to this contract, negotiate its cost and sign for the cost of the work. **Unless a lump sum price is paid for the foregoing work and is clearly stated, it is understood and agreed that the quantities referred to above are estimates only and that payment shall be made at the stated unit prices on the actual quantities of work performed by the Company.**

If the foregoing meets with acceptance, kindly sign and return the white copy of our proposal. Upon its receipt it is understood the foregoing, including the terms and conditions set forth on the reverse side hereof, will constitute the full and complete agreement between us.

This proposal expires fifteen (15) days from date hereof, but may be accepted at any later date at the sole option of the Company.

Please note the Specific Exclusions on page 3 of 3 of this Proposal and Contract

1. Sealing of asphalt is estimated [illegible] areas that have all ready been paved to [illegible] grade by others.
2. APAC will require the owner [illegible] responsible for all traffic control, time [illegible] extended for failure to isolate areas, and APAC shall be paid for labor and equipment for such time lost.
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8. Bid Total of this proposal is based on drawing attachment "A"
9. All Areas that now have surface asphalt in place will be patched at areas shown on attachment #1, and then sealed with 2 Coats of Coal Tar Sealer.
10. All Grade for replacement curb and gutter shall be approved by OWNER before new Curb is installed.
11. All areas that are settled and require leveling will be "Skin patched" to correct elevation and then overlayed. (this would be the areas not marked as repair areas on sketch).
12. APAC will mobilize to the job not later than ten (10) working days after receipt of a fully executed contract, but not prior to June 1, 2004.

13. Owner acknowledges that APAC is not providing any engineering or soil testing with regard to this project and that the owner has elected not to perform the work recommended by Owner's engineer. In addition, Owner acknowledges that there are pre-existing conditions which may affect APAC's work and that the Contract does not include the work items necessary to address these pre-existing conditions. APAC, therefore, is unable to warrant or guarantee its work in areas that APAC does not perform any repair work to subsurface areas. Should any unforeseen areas prove to be unsuitable for paving, APAC and owner's representative will jointly determine a resolution and establish a unit price to complete the work. APAC will warrant materials and workmanship of all work placed, using accepted industry standards, from a period of one year from date of substantial completion. (ALL AREAS WITH WARRANTY EXPRESSED ARE SHOWN AS GRAY AREAS ON PLAN SHEET MADE PART OF THIS CONTRACT AS ATTACHMENT "A".

APAC excludes the following:
1. Landscaping damages and repair.
2. Irrigation damages and Repair
3. Survey and staking
4. Testing

Very truly yours,
Coastal Carolina Division of
APAC-Atlantic, Inc.

By: [signature]
Kenneth A Atkinson Jr.
Area Manager

6/8/04
(Date)

Accepted:

Magnolia North POA

[signature]
Herbert Bagley, President

By: _____

5/24/04
(Date)

PROPOSAL & CONTRACT ATTACHMENT
TERMS AND CONDITIONS

Payment in full for all work performed hereunder during any month shall be made according to the terms stated herein but not later than thirty (30) days from the date of invoice. Final and complete payment for all work performed hereunder shall be made not later that fifteen (15) days after the completion of such work. Payment shall not be contingent upon payment to you by owner or any other person. Interest at the highest rate allowable under the laws of the jurisdiction in which the contract is executed or one and one-half percent (1 ½%) per month, whichever is less, shall be charged and paid on all unpaid balances from the due date to the date we receive payment. You agree to pay in full all costs and expenses incurred by APAC in collecting the amounts owed by you under the Agreement, including any and all court costs and attorney fees. Payments received will be applied against open items on unpaid invoices in an order and sequence determined by APAC in its sole discretion. Any monies paid to you for our work shall be held in trust for our benefit.

We shall not become obligated to perform the work called for under this contract until your credit has been checked and approved by our Credit Department. If credit conditions become unsatisfactory at any time prior to our completion of the work hereunder, we shall be furnished adequate security upon our request.

This document is the full agreement between us, regardless of any prior proposals or communications. Any deviations from the specifications or modification of the terms of this contract and any extra or incidental work, or reductions in work, shall be set forth in writing and signed by both parties prior to the making of such change. We will be compensated for any increase in our costs caused by such change, on the basis of the increase plus ten percent (10%) profit. If a time is set for the performance of work, and if, in our judgment, such change or other circumstances beyond our reasonable control will increase the time necessary for our performance, we will be granted a reasonable extension of time.

We will provide any pay for Workman's Compensation Insurance covering our employees and Public Liability and Property Damage Insurance protecting ourselves. We will also assume responsibility for the collection and payment of Social Security and State Unemployment Taxes applicable to our employees.

We shall be provided with suitable access to the work area. If our work is dependent upon or must be undertaken in conjunction with the work of others, such work shall be so performed and completed as to permit us to perform our work hereunder in a normal uninterrupted single-shift operation. It will be your responsibility to coordinate the work of others.

Unless a time for the performance of our work is specified, we shall undertake it in the course of our normal operating schedule. We shall not be liable for nay failure to undertake or complete the work for causes beyond our control, including but not limited to fire, flood or other casualty; labor disputes or other disagreements; and accidents or other mishaps, or lack of readily available local material. Whether affecting this work or other operations in which we are involved, directly or indirectly. You shall not interfere with the progress of our work. Any delay damages we incur, including attorney fees, resulting from your breach of this or any other provision in this contract, shall be paid by you.

If for causes beyond our control, our work is not completed by the date stated on the front of this proposal, we may cancel this agreement at any time thereafter on ten (10) days notice. In such event (I) we shall be relieved of any further obligations with respect to the balance of the work; and (II) we shall be entitled to receive final and complete payment for all work performed by us to the date of cancellation within fifteen (15) days thereafter.

We shall not be responsible for, and you agree to hold us harmless from any liability resulting from, damages to utilities or other facilities or objects buried beneath our work area or designated areas of access when the existence or location of utilities, facilities or objects is unknown to the Company.

It is further understood that we shall not be responsible for any damage to or deterioration of any of our work, whether completed or in process, resulting from any cause or causes beyond our control, including but not limited to failure to subgrade or failure or inadequacy of any labor or materials not furnished and installed by us, whether or not such failure or inadequacy was or could have been known at the time our work was undertaken. You agree that the proper jurisdiction and venue for adjudication concerning the contract is Horry County, South Carolina and you waive any right to jurisdiction and venue in any other place.

You agree to indemnify and hold us harmless for all expenses, including attorney and expert fees, arising from your breach of any provision of this contract, or any other claims, injuries or damages resulting from your acts or omissions and those of your employees, agents, and other contractors and their subcontractors and any other person directly or indirectly under your control.

When the Company contracts to place Aggregate Base Course or Bituminous Concrete on grade prepared by others, the grade must be firm, stable, and unyielding within 0.1 foot of plan grade with sufficient suitable material on site for final grading. The Company is not responsible for failure of grade prepared by others.

Specific Exclusions

The following items are specifically excluded from this contract unless listed as work included in the contract under "Description of Work and Price": engineering and staking; testing; permits and fees; undercut and backfill of unsuitable material; landscaping; excavation or backfill of footings; temporary utilities or facilities; adjustment, removal, or relocation of new or existing utilities; soil treatment, soil poisoning or preventing vegetation from growing through asphalt; obtaining approvals or inspections by third parties; and paint striping unless specifically provided for in this contract. The Company assumes no responsibility for standing or ponding of water on finished asphalt surfaces with a designated slope of less than one and one-half percent ~~(1 ½%)~~. 1% KB KB

Accepted _____
Customer Initials

APAC-Atlantic, Inc., Coastal Carolina Division

ABS
ENGINEERS, ARCHITECTS AND ENVIRONMENTAL CONSULTANTS

APPLIED BUILDING SCIENCES INC.

1890 Milford Street
Charleston, S.C. 29405
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467-W

Scanned

October 11, 2006

William E. Lawson, Esquire
Lawson & Associates, P.C.
Post Office Box 2116
Myrtle Beach, SC 29578-2116

RECEIVED OCT 16 2006

Re: Proposed Scope of Repairs
Magnolia North
Your File No.: 2469
ABS Job No.: 950.0496

Dear Mr. Lawson:

Pursuant to your request, a proposed scope of repairs has been developed for the above referenced development. This scope is based on our investigation and analysis of deficiencies alleged by plaintiff's expert R.V. Buric Construction Consultants, Inc.

The following list is an outline of the proposed repairs:

1. Exposed (uncovered) Exterior Walls
This repair occurs at all of the exterior walls that are not covered by a rear porch or front walkway above. This repair addresses deficiencies and/or damage related to:

Hardboard Trim, Metal Flashing, Joint Sealants, Weather Resistive Barrier, Brick Veneer, Steel Lintels, Brick Weeps, Deteriorated Sheathing and Wood Blocking. The performance of the windows was not investigated by ABS.

Scope:

a) Remove and dispose of all existing hardboard trim at window perimeters, the second floor trim band, and vertical trim at inside building corners.

b) Remove limited amounts of fiber cement lap siding as necessary to gain access to the underlying work.

c) Where new flashing is to be installed or existing flashing is to be weatherlapped, install the Tyvek® (Tyvek) over the flashing below by cutting the Tyvek and installing self-adhered membrane.

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flashing. Adhere the membrane flashing to the underlying OSB sheathing and extend it down over the vertical leg of the metal drip cap.

d) At heads of all second and third floor windows, weatherlap the existing Tyvek weather barrier over the vertical leg of new anodized (0.032 inch thick) aluminum drip cap flashing.

e) Install new fiber cement board trim at perimeter of second and third floor windows. Seal the joints between the new trim and the window frame with a minimum 3/8 inch wide sealant joint complete with backer rod. Seal the joints between the new trim and existing lapped siding.

f) At the horizontal trim band, replace the existing trim band with new fiber cement board trim. Replace any underlying water-damaged wood blocking. Above the trim, remove existing drip cap and replace it with a new 0.032" anodized aluminum drip cap that has a positive downward slope and is properly sealed at laps and corners. Weatherlap the drip cap with the Tyvek above.

g) Flash and seal all dryer vents that penetrate through the trim band.

h) Install new weatherlapped 0.032" anodized aluminum flashing between the bottom of the trim band and the top of the rowlock brick below. Flashing shall be shaped with a positive slope away from the building and shall entirely cover the rowlock brick below. Seal the underside of this flashing to the top of the rowlock brick.

i) Replace existing vertical hardboard trim where damaged (assume the bottom 12 inches of each board) at inside building corners with fiber cement board trim. Joint the new trim with the old using methods recommended by the trim manufacturer. Properly seal the joints where trim adjoins surrounding lapped siding and flashing.

j) At steel lintels and soldier course brick above the ground floor windows, remove soldier course and other brick as necessary to install weatherlapped thru-wall metal flashing. Fabricate flashing to drain water out of and away from the wall below. Construct end dams at ends of flashing. Where existing lintels have less than four inches of bearing (assume 84 % of the lintels) at the ends, replace the steel lintel with one having the proper length. Restore brick that was removed, install weeps in brick head joints located over the flashing.

k) At brick window sills, remove rowlock brick at the sill and sufficient brick below the rowlock to install brick with a 15 degree down ward slope. Install metal thru-wall flashing below the rowlock sill. Weatherlap the flashing by inserting the vertical leg of the flashing behind the window nailing flange. Install end dams in the flashing and weeps in the brick course above the flashing.

l) Replace deteriorated OSB sheathing where encountered while performing these repairs (assume 75 sf per building). Restore fiber cement lap siding affected by this work. Paint newly installed trim and metal surfaces to match existing finishes.

2. Hardboard Trim At Walkway and Stair Column Bases
This repair occurs at the hardboard trim-clad bases of all ground floor columns that support front elevated walkways and similar trim covering the stair columns at the bottom intermediate landing. This repair addresses deficiencies and/or damage related to:

Hardboard Trim.

Scope:

a) Remove and dispose of all existing hardboard trim at each of these column bases. Replace hardboard trim with new fiber cement board trim.

b) Caulk and paint new trim to match the existing finishes.

3. Walkway Handrail Posts
ABS has not investigated the issues involving the handrail post attachments.

4. Walkway Ceilings
This repair occurs at the gypsum board ceilings on the front covered walkways. This repair addresses deficiencies and/or damage related to:

Expansion joints, drywall joint separations, and deterioration.

Scope:

a) Install additional drywall expansion joints in the ceilings at each level of all front walkways. Assume 6 lineal feet of joint per ceiling. Install expansion joint using premanufactured drywall joint material. Restore surrounding finishes affected by this work.

b) Repair separated drywall joints (assume 25 lineal feet per floor level at each building) using conventional techniques of drywall joint repair. Restore surrounding finishes affected by this work.

c) Repair deteriorated (moisture-related) areas of drywall ceilings at all of the front walkway ceilings. Assume 6 square feet of deteriorated drywall per floor level. Remove deteriorated drywall. Provide an allowance to replace localized deteriorated floor framing and unsound waterproofing above (assume one location per floor level). Restore surrounding finishes affected by this work.

5. Stair Column Pedestals
This repair occurs at the concrete pedestals supporting the bases of the wood 8x8 stair columns at Buildings 4811, 4815, 4827, 4830, 4839, 4843, 4846, 4847, 4851, 4855, 4860, 4864, 4868, 4877, and4879. This repair addresses deficiencies and/or damage related to:

Support of stair columns.

Scope:

a) At each steel column base connector not fully supported by the existing concrete pedestals (assume 4 column pedestals per building), install grout to fully support the metal connector.

b) Form and place non-shrink flowable grout. Prepare existing concrete surfaces to receive the new grout in accordance with the grout manufacturer's instructions.

6. Walkway Waterproofing
ABS has not investigated the issues involving the walkway waterproofing.

7. Paving and Drainage
ABS has not investigated the issues involving the pavement and drainage.

All work shall be performed in a workmanlike manner and in accordance with the most recent adopted addition of the applicable building code.

If other facts in this case are discovered at a later date, we reserve our right to amend this proposed scope of repairs. If you have any questions, please feel free to call.

Best regards,

APPLIED BUILDING SCIENCES, INC.

SOUTH CAROLINA LICENSED PROFESSIONAL ENGINEER No. 24752 DAVID M. ROADY

10/11/06

SOUTH CAROLINA CERTIFICATE OF AUTHORIZATION APPLIED BUILDING SCIENCES, INC No. C02897

David M. Roady, PE, CCCA

Cc: Mr. Thomas Carlson

APPLIED BUILDING SCIENCES INC.

ENGINEERS ▪ ARCHITECTS ▪ ENVIRONMENTAL CONSULTANTS

September 24, 2007

John Hayes, Esquire
Young Clement Rivers, LLP
Post Office Box 993
Charleston, SC 29402-0993

Re: Proposed Scope of Repairs, Addendum #1
Magnolia North
ABS Job No.: 950.0496

Dear Mr. Hayes:

Pursuant to your request, an addendum to the proposed scope of repairs has been developed for the above referenced development. This added scope is based on our investigation and analysis of deficiencies alleged by plaintiff's expert R.V. Buric Construction Consultants, Inc.

The following list is an outline of the additional proposed repairs:

1. Handrail Posts
This repair occurs at 67% of the handrail post attachments. This repair addresses deficiencies related to loose handrails.

Scope:

a) Identify locations of inadequate handrail post attachment at front walkways and rear porches with the use of a borescope. Drill a small (1/2") hole for borescope. Patch hole with drywall patching compound. Touch up area with paint to match existing.

b) At locations where lag screw(s) do not have full thread engagement, cut access opening into gypsum board ceilings. Save cut gypsum for later reinstallation.

c) Disassemble handrail system to the extent necessary to gain access to the steel post base attachment. Remove existing un-engaged lag screws

d) Attach new supplementary 2x8 wood blocking to the side of the existing 2x edge beam. Fasten blocking to beams with six 1/4"x 3" lag screws. Install new 5/16" x 4" galvanized lag screws at existing steel post base plate.

1890 Milford Street, Charleston, SC 29405 ▪ 843.724.1456 ▪ fax 843.724.1458
205 Columbia Avenue, Chapin, SC 29036 ▪ 803.345.3833 ▪ fax 803.345.2823
email info@appliedbuildingsciences.com ▪ web www.appliedbuildingsciences.com

e) Reinstall handrail components in accordance with manufacturer's instructions. Replace components damaged during removal. Provide temporary protection at removed handrails. Plan work so that each handrail section is restored by the end of each work day.
f) Patch access hole in gypsum board ceilings. Paint patched areas of ceilings to match existing.

2. Walkway Waterproofing
This work occurs at the portions of waterproof deck coating wearing surfaces that are exposed to view on all walkways and balconies. This work is related to deteriorated waterproofing wearing surface.

Scope:
a) Prepare surfaces and install new wearing surface coating (green colored). Install coating in accordance with manufacturer's instructions.

All work shall be performed in a workmanlike manner and in accordance with the most recent adopted addition of the applicable building code.

If other facts in this case are discovered at a later date, we reserve our right to amend this proposed scope of repairs. If you have any questions, please feel free to call.

Best regards,

APPLIED BUILDING SCIENCES, INC.

SOUTH CAROLINA LICENSED PROFESSIONAL ENGINEER No. 24752 DAVID M. ROADY

SOUTH CAROLINA APPLIED BUILDING SCIENCES, INC No. C02897 CERTIFICATE OF AUTHORIZATION

David M. Roady 9.24.07

David M. Roady, PE, CCCA

Cc: Mr. Thomas Carlson

STATE OF SOUTH CAROLINA COUNTY OF HORRY	)	IN THE COURT OF COMMON PLEAS FIFTEENTH JUDICIAL CIRCUIT CASE NO. 2009-CP-26-11862
HARLEYSVILLE GROUP INSURANCE GROUP, A PENNSYLVANIA CORPORATION Plaintiff, VS. HERITAGE COMMUNITIES, INC, A SOUTH CAROLINA CORPORATION; HERITAGE MAGNOLIA NORTH, INC. A SOUTH CAROLINA CORPORATION; BUILDSTAR CORPORATION, A SOUTH CAROLINA CORPORATION, MAGNOLIA NORTH HORIZONTAL PROPERTY REGIME, MAGNOLIA NORTH PROPERTY OWNERS ASSOCIATION, INC. A SOUTH CAROLINA CORPORATION and NATIONAL SURETY CORP. Defendants	)	**MEMORANDUM IN SUPPORT OF RIVERWALK & MAGNOLIA NORTH CASES**
STATE OF SOUTH CAROLINA COUNTY OF HORRY	)	CASE NO. 2009-CP-26-10053
HARLEYSVILLE GROUP INSURANCE GROUP, A PENNSYLVANIA CORPORATION VS. HERITAGE COMMUNITIES, INC, A SOUTH CAROLINA CORPORATION; HERITAGE RIVERWALK, A SOUTH CAROLINA CORPORATION; BUILD-STAR CORPORATION, A SOUTH CAROLINA CORPORATION, RIVER-WALK AT ARROWHEAD COUNTRY CLUB HORIZONTAL PROPERTY	)	

REGIME, RIVERWALK AT ARROW-HEAD COUNTRY CLUB PROPERTY OWNERS ASSOCIATION, INC.,A SOUTHCAROLINA CORPORATION, NATIONALSURETY CORP., AND TONY L. POPE AND LYNN POPE, INDIVIDUALLY AND REPRESENTING AS A CLASS ALL UNIT OWNERS AT RIVERWALK AT ARROWHEAD COUNTRY CLUB HORIZONTAL PROPERTY REGIME.	)
DEFENDANTS	)

FACTS

These two (2) declaratory judgment actions involve the interpretation of numerous insurance policies issued by Harleysville Mutual Insurance Company ("Harleysville") to three entities that were all defendants in three construction defects cases ("underlying actions") hereinafter described.

The three underlying cases involve allegations of defective construction of condominium buildings resulting in water intrusion and damage to the buildings including interior damages to the units. The Pope putative class action described below sought damages for loss of use of the Riverwalk condominium buildings during the time the buildings would be closed for repair. The buildings at Magnolia North and Riverwalk were all constructed at about the same time (see Exhibits **1** and **2**).

The first underlying case was styled Riverwalk at Arrowhead Country Club Property Owners Association, Inc. v. Heritage Communities, Inc., Heritage Riverwalk, Inc., and Buildstar Corporation (C/A No. 2003-CP-26-7169)(The "Riverwalk POA

action"). In addition to the Riverwalk POA action, a putative class action, Pope et. al. v. Heritage Communities, Inc., Heritage Riverwalk and Buildstar Corporation (C/A No. 2005-CP-26-3289) the ("Pope class action") was filed. The Riverwalk POA action and the Pope class action were consolidated for trial. On January 15, 2009, the jury returned general verdicts for the Riverwalk POA and the Pope class action. As to the Riverwalk POA action the jury returned a general verdict on negligence and breach of fiduciary duty in the amount of $4,250,000.00 actual damages and punitive damages in the amount of $250,000.000. (Verdict Form Exhibit **3**). As to the Pope class action, the jury returned a general verdict on breach of warranty of habitability and negligence in the amount of $250,000.00 actual damages and $750,000.00 punitive damages. (Verdict Form Exhibit **4**). The total verdict of both actions was $5,500,000.00. The third underlying action is styled Magnolia North Property Owners Association, Inc. v. Heritage Communities, Inc., Heritage Magnolia North and Buildstar Corporation (C/A No. 2003-CP-26-3203) which was originally filed on May 28, 2003. The trial of the Magnolia North POA case commenced on May 11, 2009 and concluded with a jury verdict on May 20, 2009. On May 20, 2009, the jury returned a general verdict on negligence, breach of warranty and breach of fiduciary duty and awarded $6,500,000.00 in actual damages and $2,000,000.00 in punitive damages. (Verdict Form Exhibit **5**).

The plaintiff herein, Harleysville Mutual Insurance Company, issued numerous policies of insurance to the defendants in the underlying actions: Heritage Communities, Inc., Heritage Riverwalk, Inc., Heritage Magnolia North, Inc. and Buildstar Corporation (hereinafter sometimes referred to as "insureds"). Pursuant to its policy provisions,

Harleysville employed attorneys to represent its insureds but did so under a reservation of rights set forth in letters issued to its insureds which are attached hereto as Exhibits **6, 7, 8, 9,** and **10**. Harleysville has not produced a reservation of rights letter for Buildstar in the Magnolia North POA action or for its insureds in the Pope class action. Harleysville's counsel has represented to the undersigned that Harleysville believes it did issue these reservation of rights letters to the insureds Buildstar in the Magnolia North POA action and to its insureds in the Pope class action. [1]

For the purpose of these declaratory judgment actions, it is important to note that the jury issued general verdicts in each of the underlying actions. Although Harleysville attended the trial of the underlying actions, Harleysville made a decision not to attempt to intervene in the underlying actions or to otherwise seek a special verdict or special interrogatories so as to allocate damages between covered and non-covered damages as opposed to allowing the jury to issue a general verdict. (See Exhibit **11**, Requests to Admit Nos. 8, 6, 11). Harleysville claims that it had an agreement with its insureds that coverage would be determined in a declaratory judgment action post trial of the underlying actions. (See Exhibit **12**, Plaintiff's Answers to Defendant's First Set of Interrogatories, Interrogatory No. 14). However, Harleysville has admitted in written discovery that it did not advise its insureds of the divergent interests between itself, Harleysville, and the insureds if a general verdict was rendered. (See Exhibit 11, Request to Admit No. 9). That is, Harleysville did not advise its insureds that in the event a general verdict was rendered, it would be difficult if not impossible to determine

[1] Some courts have held that where an insurance carrier provides a defense but fails to issue a reservation of rights letter, the insurer is estopped from later raising policy defenses to coverage.

what damages the jury allocated to covered to as opposed to excluded damages. The defendants Pope, Riverwalk POA and Magnolia North POA (Plaintiffs in the underlying actions) have counterclaimed against Harleysville in these two declaratory judgment actions and seek recovery of their verdict, together with post judgment interest. The pleadings in these declaratory judgment actions raise three issues for the court's resolution:

1. Are any of the plaintiffs' claims in the underlying actions covered and not excluded by the Harleysville policies?;

2. If there are claims by the plaintiffs which are covered by the Harleysville policies, can the court now look behind the general verdicts in an attempt to determine what the jury allocated to non-excluded claims?; and

3. Is it appropriate to perform a "time on the risk" analysis or will the general verdicts preclude such an analysis?

It is the position of the Pope class, Riverwalk POA and Magnolia North POA that the recent case of the Auto Owners Insurance Company, Inc. v. Newman, 385 S.C.187, 684 S.E.2d 541 (2009) is dispositive of all issues raised by Harleysville in these declaratory judgment actions. A copy of the Newman decision is attached as Exhibit 13 and is described below.

BURDEN OF PROOF

The plaintiffs in the underlying actions seeking coverage under the Harleysville policies have the burden of showing that at least some part of the damages are covered by the terms of the Harleysville policies. Garrett v. Pilot Life Ins. Co., 241 S.C. 299,

128 S.E.2d 171 (1962); Waddle v. Maskin Management Corp. (not reported) 2007 WL 634420 D.S.C. 2007. However, as hereinafter discussed, since Harleysville took no action in the underlying cases to have the court submit special interrogatories or submit a special verdict form to allocate damages, once the plaintiff proves that any one of its claims were covered claims, Harleysville must pay the entire general verdict because it is now impossible to determine what was in the minds of the jurors when they rendered their verdicts. Newman, *supra*; Owners Insurance Co. v. Clayton, 364 S.C. 555, 614 S.E.2d 611 (2005). That is, because Harleysville failed to intervene or otherwise attempt to protect its insureds from the devastating consequences of a general verdict, the court cannot now speculate as to how the jury allocated damages. Armstrong v. Collins, 366 S.C. 204, 621 S.E.2d 368 (Ct. App. 2005).

Although Harleysville alleges in these declaratory judgment actions that there are exclusions excluding some of plaintiffs' claims, once the plaintiffs in the underlying actions prove a covered claim was submitted to the jury, any exclusions in the policy for other claims become irrelevant because the Supreme Court and Court of Appeals have consistently refused to look behind a general verdict as hereinafter discussed.

The plaintiffs in the underlying actions are possessed of all rights of the insured and subject to all defenses that exist between insurer, insured and insurance company. James v. Gulf Ins. Co., 248 S.C. 296, 149 S.E.2d 639 (1966).

COMMERICAL GENERAL LIABILITY ("CGL") POLICIES ISSUED BY HARLEYSVILLE

Harleysville issued numerous Commercial General Liability ("CGL") policies to its insureds. These policies are not intended to insure "business risks", i.e., risks that are the normal, frequent, or predictable consequences of doing business. They do not insure the insureds work itself, rather they generally insure consequential risks that stem from that work. Century Indem. Co. v. Golden Hill Builders, Inc., 348 S.C. 559, 561 S.E.2d 355(2002). Consequential damages covered under the CGL policy would include the continuous moisture intrusion resulting from a subcontractors' negligence. Newman, *supra*. The continuous moisture intrusion into the home which resulted from the negligent application of stucco would constitute an "accident" and would fall within the CGL policy's grant of coverage for the resulting "property damage" to the home's framing and exterior sheathing. Newman, *Id.* at p. 545. The Harleysville policies, the subject of these actions, contain the identical insuring language and exclusions under consideration in Newman, *supra*. In effect, each policy provides the same insuring agreement:

> "1) **Insuring Agreement**
>
> a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies....."

Each policy also provides that:

> b) This insurance applies to "bodily injury" and "property damage" only
> if:

1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory"; and

2) The "bodily injury" or "property damage occurs during the policy period."

The policies also define "occurrence":

12) "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions."

There are of course numerous exclusions in the policies. The policies include exclusions that Harleysville claims are pertinent as follows: (See Plaintiff's Amended Answers to Interrogatories, Exhibit **13-A.**, No. 10-E. p. 13)

1) **"a. Expected or intended injury"**

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured."

2) **" j. Damage to Property":**

1. Property you own, rent or occupy"

3) **"k. Damage to Your Product:**

'Property damage' to 'your product' arising out of it or any part of it."

4) **"m. Damage to impaired property or property not physically injured.**

"Property damage to impaired property or property that has not been physically injured, arising out of:

1). A defect, deficiency, inadequacy or dangerous condition in your product or your work or;

2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to your product or your work after it has been put to its intended use."

The policies include "products-completed operations hazard" which is defined as:

a) Includes all "bodily injury" and "property damage" occurring away from the premises you own or rent and arising out of "your product" or "your work"..."

"Property damage" is defined as:

a) Physical injury or tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b) Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it."

The pertinent parts of the four different liability forms contained in each of the Harleysville policies are attached hereto as Exhibits **14, 15** and **16.**

NEWMAN DISPOSES OF ALL ISSUES

The typical Commercial General Liability ("CGL") policy the subject of these declaratory judgment actions and the policy at issue in Newman, *supra*, are sometimes referred to as "occurrence policies." The reason for this is that before the insurance carrier's duty to indemnify can be considered, there must be an "occurrence" as defined under the policy. As set forth above, in the post 1986 policies, under consideration here and under consideration in Newman, "occurrence" is defined as "an accident including

continuous or repeated exposure to substantially the same general harmful conditions." Preceding Newman, the single most debated issue among the lawyers in the construction bar was what constituted an "occurrence" as applied to construction defect cases. Prior to Newman, the court had issued its opinion in L-J. v. Bituminous Fire and Marine Insurance Company, 366 S.C. 117, 621 S.E.2d 33 (2005) holding that a construction defect which damages only the product itself does not constitute an "occurrence" and is therefore outside the policy's coverage. However, the court said in L-J that a construction defect may constitute an "occurrence" citing High Country Associates v. New Hampshire Insurance Company, 139 N.H. 39, 648 A.2d 474, 476 (1994) in which a condominium homeowners association sued the condominium builder seeking damages for water intrusion causing rot to the building allegedly due to negligent construction of the condominium building. The High Country court found that the complaint was not simply a claim of faulty workmanship seeking damages to repair the defective siding itself, but rather, was a claim for negligent construction resulting in damage to other property. *Id.* at p. 477. The High Country court went on to conclude that the continuous exposure to moisture due to the defective installation of siding constituted an "occurrence" under the policy and that, in this way, the homeowners association had properly "alleged negligent construction that resulted in an occurrence rather than an occurrence of alleged negligent construction. *Id.* at p. 478. Accordingly, the High Country court held that the CGL policy would cover the homeowners association's claims against the builder, if successful. After the L-J case, our Supreme Court considered the "occurrence" issue in Newman, *supra,* and followed the reasoning in

High Country, finding that the subcontractor's negligent application of stucco does not itself constitute "an occurrence", but the continuous moisture intrusion resulting from the subcontractor's negligence in applying the stucco is an "occurrence" as defined by the CGL policy. The court said that the "water intrusion into the home was "an unexpected happening or event" not intended by Trinity (the contractor) – in other words, an "accident"- involving "continuous or repeated exposure to substantially the same harmful conditions." Accordingly, the court held that the subcontractor's negligence resulted in "an occurrence" falling within the CGL policy's initial grant of coverage for the resulting "property damage" to the home's framing and exterior sheathing. The Newman court stated that the facts of the case established exactly the type of property damage the CGL policy was intended to cover after the 1986 amendment to the "your work" exclusion. The Newman court cited French v. Assurance Co. of America, 448, F.3d 693 (C.A. 4 2006) holding that moisture intrusion resulting from defective application of stucco was "an accident" and thus "an occurrence" under the policy's initial grant of coverage and coverage was not defeated by the exclusion for damage "expected or intended by the insured" because there was no evidence the contractor expected or intended that walls would suffer damages from moisture intrusion.

Harleysville acknowledges that all of the construction on the Riverwalk and Magnolia North buildings was performed by subcontractors employed by its insureds. (See deposition of Lee Wright p. 80). In the underlying actions, the Plaintiff plead and proved at trial that the subcontractors negligently installed trim, siding, flashing,

sealants, windows, brick, deck and porch components, and failed to properly waterproof the exterior so that there was continuous and repeated water intrusion causing damage to the sheathing, trim, interior and exterior drywall, private decks, interior finishes, insulation, carpet and other components of the buildings and units. Both plaintiffs' and defendant's experts gave testimony to this affect and the only real issue in the trial of the underlying cases was the amount it would cost to repair the damages. Therefore, as in Newman, the plaintiffs both pled and proved by expert testimony in the underlying actions that the subcontractor's application of exterior components to the buildings did not meet applicable building code requirements and deviated from industry standards which resulted in the "continuous moisture intrusion" resulting from the subcontractor's negligence which is an "occurrence" as defined by the CGL policy. Newman, *Id.* at p. 194.

In the Pope class action, Plaintiffs allege that as a result of the necessary repairs being made, that they will lose use of their condominium units. As noted above, the definition of "property damage" in the policy is "physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;". This loss of use of property claimed in the Pope class action is a classic example of loss of use damages with the cost of renting alternative premises being its measure of damages. Insurance Coverage of Construction Disputes, 2d Edition, Section 6:31, p. 6-101, by Scott Turner. In the Pope class action, Plaintiffs called Francis "Bud" DeSantis to testify as to the value of the loss of use using comparable rental values of other like condominiums. This loss of use

resulting from physical damage to property is clearly covered under Harleysville's policies.

The Plaintiffs claims in the underlying action come within the initial grant of coverage provided in the Harleysville policies and are clearly covered claims under the Newman decision.

OCCURRENCE

The Court found in Newman, the "continuous moisture intrusion resulting from the sub-contractor's negligence is an "occurrence" as defined by the CGL policy. "In our view, the continuous moisture intrusion into the home was 'an unexpected happening or event' not intended by Trinity – in other words, an accident involving continuous or repeated exposure to substantially the same harmful conditions." Newman, *Id.* at p. 194. In order to constitute an occurrence the event does not have to be a sudden happening but can be an "injurious exposure to conditions". Boggs v. Aetna Casualty, 272 S.C. 460 252 S.E.2d 565 (1979)(Negligent location of a building on a lot resulting in a flooding was an "occurrence"). In the underlying cases there was substantial testimony from both the Plaintiff's and the Defendant's experts of continuous moisture intrusion resulting from the sub-contractor's negligence in installing or failing to install numerous building components. Harleysville may agree that at least some of the damages resulted from an "occurrence" as provided in the Newman decision.

A good example of an "occurrence" present in all of the underlying actions is the problem with the leaking balconies which allowed water intrusion into the units and mold on the ceilings. According to the Chief Operating Officer of Heritage (the

insureds) a subcontractor accidentally penetrated the water proofing on the decks with the screws used to install the railings. This resulted in water leaking into the decks and units below. (See **Ex. 16-A**, Plt.'s Trial Ex. 3 in Riverwalk and Pope and **Ex. 16-B**, Plts.'s Trial Ex. 7 in Magnolia North). This is a quintessential act which would constitute an "occurrence" and would be covered under the CGL policies issued by Harleysville. This would be no less of an "occurrence" than a carpenter driving a nail into a waterline and flooding the building. Harleysville agreed to repair the interior unit damage and balcony damage caused by this accident but never completed the repairs. Leaking balconies and decks were a major component of plaintiff's damages in the underlying actions including $150,000 plus to repair a few of the buildings, decks and balconies. These damages of course cannot be segregated in the general verdict.

In Mid-Continent Casualty Co. v. JHP Development, Inc. & PRT Condominiums Ltd., 205 WL 1123759 (Texas, 2005) an unreported case, the contention was that there was an "occurrence" under the CGL policy due to water intrusion that was caused by improper flashing at various areas including exterior balconies and exterior windows. There was also evidence that the contractor failed to properly water seal exterior finishes allowing water to penetrate through the building materials destroying the materials and finishes. The court concluded that there was no allegation of intentional conduct and therefore, the damages were caused by an "occurrence" and were covered. The court also addressed some of the exclusions which Harleysville contends exclude coverage and the court rejected these exclusions and held that the damages were covered.

In Travelers Indemnity Co. of America v. Moore & Associates, Inc., 216 S.W. 3d 302 (2007) the Supreme Court of Tennessee had before it whether or not the insurer owed a duty to defend or indemnify the insured regarding faulty window installation by a sub-contractor. This case was cited with approval by the Newman Court. As in the underlying cases, faulty installation of windows allowed water intrusion into the buildings. The contractor hired a sub-contractor for the installation of windows but due to poor installation, water and moisture penetration caused pervasive premature deterioration and damage to other components of the interior and exterior wall structure and some room finishes and fixtures. Mold was found in some locations. These are the same facts which are in the underlying actions. Travelers contended that it had no duty to defend or indemnify because the leaking windows were the natural consequence of faulty installation of windows and therefore there was no "accident" or "occurrence". Travelers contended that the foreseeability of windows leaking if they were installed improperly precluded a determination that an "accident" or "occurrence" had resulted. The court rejected Travelers argument. The court stated that:

> "If foreseeability is determined from the negligent completion of the project, then the negligent acts of the insureds will almost never be "accidents" because, by definition, negligence requires the damages be foreseeable."

The court went on to point out that other courts have observed that construing "accident" in a manner that does not cover the insured's negligence would render the CGL almost useless. In concluding that there was an "occurrence" and therefore coverage for the leaking windows the court held that:

> An "occurrence" is defined as an "accident", which we hold is an event that is unforeseen by the insured. Because Moore could not have foreseen the water penetration had the work been completed properly, we conclude that the water damages were the result of an "occurrence".

In Sheehan Construction Company, Inc. v. Continental Casualty Co., 210 2010 W.L. 3823107 (Ind) (2002), the contractor had hired sub-contractors to build homes. It was discovered that leaking windows, fungus growth on the siding, decayed OSB sheathing, deteriorating and decaying floor joists and water damage to the interior of the home including water stained carpeting existed. These problems were caused by the faulty workmanship of the contractor's sub-contractors which included lack of adequate flashing, quality caulking around the windows, lack of a weather resistant barrier behind the brick veneer to protect the wood components of the wall, improperly installed roofing shingles, improperly flashed or sealed openings for the chimney and vents, an inadequate ventilation in the crawl space. Many of these same deficiencies existed at Riverwalk and Magnolia North and were a result of negligent work performed by sub-contractors. The Sheehan trial court granted summary judgment to the insurance carrier holding that there was no occurrence and therefore no coverage. The Appellate Court reversed. The CGL policy dealt with in Sheehan was the same policy issued by Harleysville to its insureds in these actions. The court pointed out that the CGL policies include an exclusion for damage to "your work" and then narrowed the exclusion by expressly declaring that it does not apply "if the damaged work or the work out of which the damage arises was performed on your behalf by a sub-contractor." The court further pointed out that if the insuring provisions do not

confer an initial grant of coverage, then there would be no reason for the "your work" exclusion. The court noted that "by incorporating the sub-contractor exception into the 'your work' exclusion, the insurance industry specifically contemplated coverage for property damage caused by a sub-contractor's defective performance." The court further pointed out that if the insurer decides that this is a risk it does not want to insure, it can clearly amend the policy to exclude coverage, and can be done simply by either eliminating the sub-contractor exception or adding a breach of contract exclusion. The court further pointed out that faulty workmanship done by sub-contractors which is done without intention or design can be an "accident" and therefore covered under the CGL policy.

The above cited cases are clearly in accord with the Newman decision. Any contention by Harleysville that there is no coverage in the underlying actions is clearly without merit and is in direct contradiction of Newman.

In the underlying actions, the Plaintiffs alleged numerous acts of negligence in constructing the condominium buildings resulting in:

> Numerous parts of the building have been continuously and repeatedly exposed to leaks causing moisture infiltration resulting in mold, rot, rust and degradation of the buildings. Also, other direct and consequential damages have resulted including, but not limited to, those set forth in the expert reports as amended produced by the Plaintiff, reference to which is craved as forming a part and parcel hereof. In addition, Defendants incorporated defective products into the buildings and failed to properly install components of the buildings which has caused the buildings to be continuously and repeatedly exposed to moisture and unconditioned air entering the building, walls and units resulting in mold, mildew, rot, rust, and degradation to the building...

A copy of the last amended complaints in the underlying actions are attached as Exhibits **17, 18** and **19.** These are basically the same allegations in Newman, *supra*, and in High Country, *supra*. The policies issued to the insureds by Harleysville have the same insuring agreement, definitions and exclusions discussed in Newman. Testimony from both the Plaintiff and the Defendants' experts in the underlying actions gave evidence of continuous and repeated moisture intrusion resulting from negligent application of exterior wall, walkway and deck components, which caused rot and damage to the substraight in the units and buildings, identical to that described in Newman and High Country. Therefore, there was an "occurrence" resulting in damages to "other property" which would be claims covered and not excluded in the underlying actions under the holdings in Newman and High Country, *supra*.

EXCLUSIONS

Harleysville contends that there are four exclusions contained in the policies that negate any coverage for Plaintiff's claims in the underlying actions. (See Exhibit 13-A Plaintiff's Amended Answers to Interrogatories, Int. No. 10). Insurance policy exclusions are construed most strongly against the insurance company, which also bears the burden of establishing the exclusion's applicability. Boggs v. Aetna Cas. and Sur. Co., 272 S.C. 460, 252 S.E.2d 565 (1979). The four exclusions that negate coverage according to Harleysville are:

a) **"a. Expected or Intended Injury"**

The Newman case addressed this same exclusion. The policy exclusion "prohibits coverage for 'property damage' expected or intended from the standpoint of the insured". *Id.* at p. 196. The Newman court in dismissing the applicability of this exclusion stated:

> In our opinion and in the absence of any evidence otherwise, it is unreasonable to believe that Trinity expected or intended its subcontractor to perform negligently. Therefore, Trinity could not have expected or intended the resulting property damage.

There is no evidence in the underlying actions that indicates the insureds expected or intended its subcontractors to perform negligently. Harleysville's agent testified there was no such evidence. (Lee Wright deposition, p. 80). In fact Buildstar and the other insureds chief defense was that they hired what they thought were competent subcontractors and relied on them to perform their work properly. In order to bring an act under this exclusion, not only must the act be intended but the consequences of that act must be intended. Manufacturers and Merchants Mutual Ins. Co. v. Harvey, 330 S.C. 152, 498 S.E.2d 222 (1998). South Carolina applies a two prong approach in applying the "expected or intended" exclusion. Not only the act causing the damage must be expected or intended but the damage resulting from the intentional act must be expected or intended. Vermont Mut. Ins. Co. v. Singleton By And Through Singleton, 316 S.C. 5, 446 S.E.2d 417 (1994)(striking a plaintiff in self defense provides the first prong but the record does not support a finding that the specific result was intended and therefore insured is not precluded from coverage under expected or intended provision). See also Dunes West Residential Gold Properties v.

Essex Inc. Co. (not reported) WL 1806009 (D.S.C. 2006)(There must be evidence not only that the damages were expected, but also that the damages resulting from the intentional acts were intended; fact that insured knew that greens were being flooded and being damaged only supplied one prong. There was no evidence of any intent by insured that greens incur damages). There is no evidence in this case that the insureds intended the damage to the buildings.

It is anticipated that Harleysville will point to the testimony of James Graham, a representative of Better Built windows as showing conduct "expected or intended". Harleysville contends that Mr. Graham informed the insureds that they were putting the windows in incorrectly which was causing leaks and despite this information their insured's subcontractor continued to put the windows in the same way and ergo they should have expected the leaks to continue. However, a reading of Mr. Graham's testimony reveals a dispute between insureds and Better Built as to whether the leaks were from the windows themselves or from the window's installation. Buildstar, after failing to reach an agreement with Better Built changed manufacturers. There is clearly no evidence or testimony that Harleysville's insureds intended or expected their subcontractor to act negligently or expected or intended the resulting damages from leaking windows. The contention by Harleysville that its insured expected or intended faulty construction and water intrusion is in direct contravention of the testimony of Haeritage Communities COO's testimony. Mr. Hardister testified in Magnolia North as follows:

Q. ....Is it fair to say that Heritage would, would not have knowingly hired a subcontractor to do bad work?

A. Yes.

Q. And is it fair to say that Heritage would have not knowingly installed a bad or defective product on a building?

A. No.

(Transcribed Hardister Video Deposition page 87-88, made part of the record and played to the jury).

In Riverwalk Mr. Hardister testified as follows:

Q. Now Buildstar is out there building these units. Buildstar was the general contractor and it hired subcontractors, correct?

A. That's right.

Q. The expectation would be that those subcontractors would be reliable and skilled in their trade?

A. Correct.

Q. Whether they were an air conditioning man or plumbing guy, we were relying on those trades to do what they were supposed to do?

A. That's correct.

(Tr. p. 953).

Liability arising out of gross negligence or recklessness does not fall within the exclusion "injury or damage 'intended' by the insured." 43 Am. Jur. 2nd Insurance 710 at 769 (1982) N 60 and 770 NN 61, 62; see also Ohio Cas. Inc. Co. v. Terrace Enterprises, Inc., 260 N.W.2d 450 8 A.L.R. 4th (Minn. 1977)(The fact that the contractor was warned that soil conditions were not stable and the project should be

stopped but contractor proceeded in spite of the warning, was perhaps negligent but not reckless or intentional so as to deny coverage under "expected or intended" provision of the policy). There is clearly no evidence that Buildstar or the developers intended that the sub-contractors perform negligently or intended that there would be water intrusion and damage to the buildings and/or units.

b) **Impaired Property**

The Newman Court addressed the "Impaired Property" exclusion "n". which provides that there is no coverage for damages:

> ...claimed for any loss, cost or expense...for the repair, replacement, adjustment, removal or disposal of.... "Your product";...Your work" or "Impaired property; if such product, work or property is withdrawn...from use...because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it. [*Emphasis Supplied*].

The Newman Court held that this exclusion "n." applied to exclude coverage for the defective stucco which allowed the water to intrude and cause the damage to other property underneath the stucco. In the underlying actions there was no defective product that was "withdrawn from use." In Auto Owners Ins. Co. v. Rhodes, 385 S.C. 83 682 S.E.2d 857 (Ct. App. 2009) the court held that exclusion "n." is referred to as a "sistership" exclusion and is applied to shield insurers from liability for the costs associated with unanticipated product recalls and does not apply to claims involving losses resulting from the failure of the insureds' product or work, when there is no evidence of a general recall of similar products or materials from the market place.

c) **Exclusion "j. - Damage to Property – (1). Property you own, rent or occupy"**

It is Harleysville's position that the "facts in the underlying actions show that damages were occurring to the property at the time when the project in its entirety was owned, rented or occupied by the insureds." (See Exhibit 13-A, Plaintiff's Amended Answers to Interrogatories, No. 10. (E)(2). Exclusion "j" is intended to carve out coverage that would normally be afforded under a property (such as builders risk) policy. Broadwell Realty Services, Inc. v. Fidelity and Cas. Co. of New York, 218 N.J. Super. 516, 528 A.2d 76 (App. Div. 1987). Harleysville's position is that since the court amalgamated the insureds in the underlying action then the insureds "owned" the property, *ie.*, the condominium and therefore coverage is excluded. The amalgamation would not affect the individual insurance coverage for each of the insureds. The amalgamation did not change the terms of the policy.

In any event, Harleysville cannot find comfort in this exclusion. In a 1979 publication by the Insurance Services Organization (ISO) the drafter of the exclusion, ISO, explained its intent for this exclusion as follows:

> "It is intended that property manufactured or purchased by the insureds and constructed or installed at premises not owned by the insured shall be considered property owned by the insured until the construction or installation is accepted by the owner. (Insurance Services Office, Inc. Circular No. General Liability GL 79-12, (Broad form property damage coverage explained) January 29, 1979. *[Emphasis Supplied].*

Again, Harleysville could have asked the court to submit special interrogatories to the jury to determine if they concluded that any damages occurred prior to the sale of these condominium units to the owners. See for example C.O. Falter, Inc. v. Crum Forster Ins. Companies, 79 Misc. 2d 981, 361 N.Y. S.2d 968 (Sup. 1974)(This exclusion did not preclude coverage where insured contractors relinquished the building upon completion of work). Harleysville may claim the property owned exclusion applies to any property ever owned by the insured. However, it is more reasonable to interpret the exclusion to apply only to property owned by the insured at the time of the property damage. Hatco Corp. v. W.R. Grace & Co., 801 F.Supp. 1334 (BNJ 1992); Domcar, Inc. v. Niagra Fire Ins. Co., 563 N.W. 2d 724 (Minn. 1997). Some property damage probably occurred at the time prior to these units being sold. However, since Harleysville failed to seek intervention or special interrogatories or a special verdict form, they cannot now put the court in the position of trying to speculate when damage occurred and if so how much occurred during ownership of the property by the insureds.

d) **Exclusion k. - Damage to Your Product**

This exclusion provides that "this insurance does not apply to:...k. property damage to your product arising out of it or any part of it".

The term "goods or products" does not include services, such as the work of contractors and developers, so the exclusion cannot apply. Fireguard Sprinkler Systems, Inc. v. Scottsdale Ins. Co., 864 F.2d. 648, 654 (9th Cir. 1988). Harleysville's position is the same position that was rejected in Newman and was the subject of Judge

Pleicones' dissent. In Newman, Judge Pleicones in his dissent contended that "the general contractor's 'work product' is the entire home including the stucco, the framing and exterior sheathing. This was rejected by the majority in Newman. Thus the reasoning by Harleysville that the "damage to your product" exclusion precludes coverage was soundly rejected in Newman.

There is clearly coverage for continuous and repeated water intrusion and damage to the buildings and units which is not excluded.

GENERAL VERDICT – HARLEYSVILLE MUST PAY THE ENTIRE AWARD

Harleysville contends that since some of the claims in the underlying actions may be covered and some of the claims may not be covered, the court should now determine the amount of damages allocated by the jury in its general verdict to covered claims. Ironcially, even though this is Harleysville's contention Harleysville's agent admitted this could not be done. (Lee Wright deposition, p. 85). As in Newman, Harleysville hired defense counsel for their insureds and controlled the defense, but failed to ask the Court to submit a special verdict form or special interrogatories to the jury in order for the jury to allocate damages to the various claims so that it would be easy to determine what the jury allocated to covered claims as opposed to non-covered claims. In fact, Harleysville made a conscious decision not to intervene or ask the court to submit special interrogatories which resulted in a general verdict and resulted in the present predicament in which Harleysville has placed its insureds. (See Lee Wright deposition pp. 21-23). Therefore, Harleysville must pay the entire verdict. In Newman the court found that the amount in the arbitrator's award for the defective stucco itself would not

be covered. In upholding the insurer's obligation to indemnify the homeowners for the entire award despite the fact that it contained uncovered claims the court said:

> "Nevertheless, it is not possible from the record before this Court to determine what portion of the arbitrator's itemized list of damages may be attributed to the removal and replacement of the defective stucco, and it is not the purpose of this declaratory judgment action to relitigate the issue of damages. Auto-Owners had an opportunity to raise this matter when the issue of damages was litigated before the arbitrator, who issued a final binding award on the merits. Auto- Owners represented Trinity in binding arbitration, made mandatory by the terms of the insurance contract. Auto-Owners did so with a reservation of rights and an understanding that the coverage issue would be reserved for judicial consideration in a separate proceeding. When the arbitrator determined damages, Auto-Owners did not seek review of or otherwise contest the damages award.
>
> For the foregoing reasons, we affirm the trial court's decision finding that the CGL policy issued by Auto-Owners to Trinity covers the damage awarded by the arbitrator to the homeowner. Although we reverse the trial court's decision to the extent that it orders recovery under the policy for the removal and replacement of the defective stucco, there is no evidence in the record indicating which damages may be attributed to the removal and replacement of the defective stucco."
>
> *Id.* at p. 198. [*Emphasis Supplied*].

It is anticipated that Harleysville will argue that they did not know what would be covered because Newman had not been decided and therefore it would be useless to intervene. The Newman attorneys for the carrier could have taken the same position and in fact petitioned the Supreme Court for a rehearing on this issue which was rejected by the court. Harleysville will ask the court to allow it to introduce expert testimony of the amount of repair of the defects and then extrapolate the amount to repair damage from water intrusion which under Newman would be covered. This clearly has no relevance

to how the jury allocated damages. As a matter of law the determination of what part of the verdict encompassed covered claims is now impossible because Harleysville did not request an allocated verdict. Any proof by Harleysville on this issue would be sheer speculation. Niles v. United States, 520 F. Supp. 808 (1981)(Allowing evidence to allocate damages in a general verdict award is allowing the service (IRS) to hypothesize the manner which the jury evaluated the evidence in determining what it felt to be the appropriate amount of damages. Speculation of this nature runs contrary to the essential characteristics of a general verdict). Harleysville is asking the court to speculate as to what was in the minds of the jury when they issued their verdict which the court should not allow.

This is not a new issue in South Carolina. Owners Insurance Company v. Clayton, 364 S.C. 555, 614 S.E.2d 611 (2005) is illustrative. (See Exhibit **20**). In Clayton, the Court had before it an appeal from a case in which the Respondents received a $1.25 million judgment and the Circuit Court in the D/J coverage action had granted summary judgment to the insured holding that the Respondents were entitled to indemnification from Owners for the entire $1.25 million judgment. The case was submitted to the jury on three (3) causes of action: malicious prosecution, slander and negligence. The jury returned a general verdict of $1.25 million of which $500,000.00 was for compensatory damages and $750,000.00 for punitive damages. Owners provided a commercial general liability policy (same as in these cases) to the Respondent, Lands End. Owners defended the case under a full reservation of rights, but prior to trial, commenced a declaratory judgment suit. The policy in question was

the same ISO policy at issue in these cases and the same definitions as contained in the Harleysville policies. Auto Owners contended that there were uncovered claims in the general verdict and asked the court to determine coverage. Since there were, three (3) claims submitted to the jury, the Court said that: "...since the Clayton jury returned a general verdict, a finding that any of the three (3) claims submitted to that jury is not excluded, answers the coverage question." *Id.* at p. 560. The Court found that the defamation claim was covered by the Owners' policy and since one claim was covered under the policy, "Owners must indemnify Lands End for the Clayton general verdict." *Id.* at p. 560.

The South Carolina Appellate Courts have in every considered case refused to look behind a general verdict. In Armstrong v. Collins, 366 S.C. 204, 621 S.E.2d 368 (Ct. App. 2005), the Court had before it the question of whether or not the Plaintiff had sufficiently proved damages to various causes of action. In upholding the jury's verdict, the court said:

> "Further, the jury's verdict of $1.8 million was declared a general verdict by the Trial Court and was well within the range of damages shown by Armstrong. Because the verdict was a general verdict, we cannot now speculate as to how the jury allocated damages."

Id. at p. 226. [*Emphasis Supplied*].

In Moore v. Moore, 360 S.C. 241, 599 S.E.2d 467 (Ct. App. 2004), the Court had presented to it the question of whether or not the court improperly allowed into evidence testimony of damages for lost profit. In refusing to look behind the general verdict, the Court had this to say:

> The jury in this case returned a general verdict for Respondent in the amount of $30,000.00. Appellant did not request the trial court to submit a special verdict form to determine whether the actual damages were for lost profit or some other measure. Without a special verdict form, we cannot speculate as to what portion of the award the jury attributed to lost profit as opposed to other tort damages. Accordingly, the trial court committed no error in submitting the claim to the jury."

Id. at p. 257. [*Emphasis Supplied*].

In Pearson v. Bridges, 344 S.C. 366, 544 S.E.2d 617 (2001), a medical malpractice case, the Court was presented with the question of whether or not the Trial Court erred in admitting evidence of future medical expenses along with the other claimed damages. In upholding the verdict, the Court stated:

> "However, we note that the Court returned a general verdict in this case in the amount of $755,000.00. Dr. Pearson never requested a special verdict form separating the elements of damage, and, therefore, there is no way of knowing whether any allowance was made for future medical expenses. The uncontested actual medical expenses in this case were $197,508.43. The remaining damage award could have been awarded for pain and suffering, future pain and suffering, mental anguish, loss of enjoyment of life, impairment of ability to work, etc. There is simply no way to determine if the jury allocated any money for future medical expenses."

Id. at p. 372. [*Emphasis Supplied*].

In Thomasko v. Pool, 349 S.C. 7, 561 S.E.2d 597 (2002), the question before the Court was whether or not the jury found fault by the Plaintiff in the accident or, whether the Plaintiff failed to prove damages. The Court stated that, *"because the verdict was a general verdict, drawing any conclusion from the jury's question would be nothing more than speculation."* *Id* at p. 17.

Simply put, the court has in every case before it, declined to go behind a general verdict and speculate as to what the jury's general verdict contained. This court should likewise refuse to speculate as to the allocation made by the jury in the underlying actions.

HARLEYSVILLE FAILED TO INTERVENE OR OTHERWISE PROTECT ITS INSUREDS FROM THE CONSEQUENCES OF A GENERAL VERDICT.

Courts in other jurisdictions have likewise refused to go behind a general verdict to determine how the jury allocated damages between covered and non-covered claims. As the court said in Newman, it is the insurer's responsibility, who is in control of the litigation to make sure there is an allocated verdict. Courts throughout the country have determined likewise.

The following quotation is taken from the case of Magnum Foods, Inc. v. Continental Cas. Co., 36 F.3d 1491 (1994):

> As an initial matter, we note that an insurer who undertakes the defense of a suit against its insured must meet a high standard of conduct. Duke v. Hoch, 468 F.2d 973, 978, (5th Cir. 1972); Gay & Taylor, Inc. v. St. Paul Fire & Marine Ins. Co., 550 F. Supp. 710, 714-16 (W.D.Okla.1981). The right to control the litigation carries with it certain duties. Traders & Gen. Ins. Co. v. Rudco Oil & Gas Co., 129 F.2d 621, 627 (10th Cir.1942). One of these is the duty not to prejudice the insured's rights by failing to request special interrogatories or a special verdict in order to clarify coverage of damages. See Gay & Taylor, 550 F.Supp. at 716. The reason for this is that when grounds of liability are asserted, some of which are covered by insurance and some of which are not, a conflict of interest arises between the insurer and the insured. If the burden of apportioning damages between covered and non-covered were to rest on the insured, who is not in control of the defense, the insurer could obtain for itself an escape from responsibility merely by

> failing to request a special verdict or special interrogatories. Duke, 468 F.2d at 979. The insurer is in the best position to see to it that the damages are allocated; therefore, it should be given the incentive to do so.

Harleysville's failure to intervene and seek an allocated verdict has now prejudiced the rights of its insured and has thus prejudiced the rights of these third party claimants. As the court said in Buckley v. Orem, 112 Id. 117, 123, 730 P.2d 1037 (1986):

> "When the insurer sought to limit its liability to coverage provided by the contract, the insurer was required to show that it had faithfully and fully performed its responsibilities to its insured by disclosing the need for an allocated verdict. The application of this principle has consequences in the secondary action where the injured party was directly pursuing insurance proceeds through garnishment or other post-trial litigation involving the insurer. This carry over effect occurred because at this secondary stage of the litigation the injured party stands in the shoes of the insured party. Accordingly, the injured party would be able to assert rights the insured would have had against the insurer and the insurer would be able to rely on any defenses which it could have asserted against its insured."

Id at p. 124 [*Emphasis Supplied*].

This is simply an equitable holding that an insurance company, ie., in this case Harleysville, who controlled the defense, had an obligation to take some action to assure an allocated verdict or to inform its insureds of the divergence of interest between it and them which Harleysville failed to do. This is an articulation that has been the law of this state for many years that "There is an implied covenant of good faith and fair dealing that neither party [insurer or insured] will do anything to impair the other's rights to receive benefits under the contract." Tadlock Painting Co. v. Maryland

Casualty Co., 322 S.C. 498, 473 S.E.2d 52 (1996); Liberty Mutual Fire Ins. Co. v. J.T. Walker Industries, Inc., 210 WL 1345287 (D.S.C. 2010). An insurer acts in bad faith where there is no reasonable basis to support the insurer's decision. Doe v. S.C. Medical Malpractice Liability Joint Underwriting Ass'n., 347 S.C. 642, 557 S.E.2d 670 (2001). Harleysville admittedly never sought intervention nor did they inform their insureds of the dangers of a general verdict which it should have done, especially in light of the fact that according to Harleysville it had an agreement with their insureds to litigate coverage issues subsequent to the jury trial. (See Lee Wright deposition, pp. 85-86). There is no reasonable basis for Harleysville's decision not to seek an allocated verdict or to inform the insureds of the problems with a general verdict.

The case of Pharmacists Mut. Ins. Co. v. Myer, 993 Atlantic 2d. 413 (Vt. 2010) is apposite. In Pharmacists, the court was asked how to allocate the damage award because some of the damages may be covered by the insurance policy and some may not. The Court first noted that in Vermont, it is settled that once an insured has demonstrated coverage under a policy, the burden then falls on the insurer to show that a third party's claim against the insured is entirely excluded from coverage. The Court then pointed out that without special interrogatories, it is impossible to reliably allocate damages, but the problem could and should have been avoided. While the Court pointed out that the insurer did not control the litigation - having perceived a conflict and deferred to independent counsel - it nevertheless continued to monitor the trial through its "litigation specialist" and remained in regular contact with defense counsel. That was true in the case at bar and has been admitted through written interrogatories and deposition

testimony. (Deposition of Lee Wright, p. 29-30). The Vermont Court went on to hold that to protect its interest and to meet its burden, it was incumbent upon the insurer to notify the trial court and the parties of the potential apportionment issue and of the need for special interrogatories allocating damages; to seek permission if necessary to attend the charge conference to propose such interrogatories; or even to intervene in the litigation if all else failed. Citing Duke v. Hoch, 468 F.2nd 973, 979 (5th Cir. 1972), the Court pointed out that although the insured in Hoch had retained separate counsel, it was the insurer's obligation to notify the insured of the potential allocation problem as between covered and non-covered claims and the advisability of a special verdict to segregate the damages. See, Thomas v. Henderson, 297 F.Supp. 2d 1311, 1323-27 (S.B. Ala. 2003) (where insurer was furnishing a defense under a reservation of rights, it would be allowed to intervene for the limited purpose of proposing special jury interrogatories allocating damages between covered and uncovered claims, rejecting claims that intervention would unduly prejudice the parties, confuse the jury or delay the trial). In Butterfield v. Giuntoli, 448 Pa. Super. 1, 670 A. 2d 646, 658 (1995), the Court pointed out that the insurance carrier (Lexington) had a right to participate in the underlying case pursuant to the terms of its insurance policies. It noted that counsel for the carrier was present in the courtroom every day of the trial. Moreover, counsel was in regular contact outside of Court with the defense attorneys handling the case. In essence, the carrier fully participated in the case short of entering their appearance. The court stated that Lexington was in the best position to request specific interrogatories as it was their important issue of indemnification at stake. It was up to the carrier to

determine whether specific interrogatories should be submitted. Having elected not to do so, the carrier is in no position now to claim that, *"Lexington's [carrier's] attorney was, at best, an observer and not a participant..."* The Court also pointed out that while in court, the carrier's attorney had an opportunity to request specific instructions on the question, specific interrogatories or a special verdict, or petition to intervene, but elected not to do so. The Court concluded that because the carrier had the burden of proving that the claims were excluded from coverage under its policy and could not meet that burden as a matter of law because of the unallocated verdict, the Court sustained summary judgment in the insured's favor. As the Court said in Newman and Owners, because the insurer failed to meet its burden of allocating the judgment between covered and uncovered claims, it is liable for the entire judgment. Liquor Liab. Joint Underwriting Ass'n v. Hermitage Insurance Company, 419 Mass., 316, 644 N.E.2d 964, 964 (1995)(Since insurer failed to advise the court of the need for an allocated verdict, it has the burden to prove allocation which it cannot do and any attempt to prove what happened to be in the juror's minds as they returned the verdict would be speculative and arbitrary); Highway 20 Terminal, Inc. v. Tri-County Agri-Supply, 235 Neb. 207, 454 N.W. 2d 671 (1990)(Where plaintiff presented numerous claims and damages were not allocated, the insurer cannot relitigate and recompute damages where it failed to ask for special interrogatories or a special verdict which it could have done. The jury's allocation inheres within the verdict and may not be inquired into.); Herrera v. American Standard Insurance Co., 203 Neb. 477, 279 N.W. 2d 140 (1979)(Where jury returned a general verdict and carrier did not request a special verdict or special

interrogatories, court cannot relitigate damages); TIG Insurance v. Royal Inc. Co. of America, 2004 WL 728858 (Del. Super.)(2004)(Unpublished)(Before carrier would be permitted to prove allocation of damages between covered and non-covered damages when a general verdict is rendered, the carrier must meet its burden of showing that the general verdict contained non-covered claims which it cannot do. The carrier admits that some of its claims are covered but there is no way to determine what if anything the jury allocated to the covered claims); Valley Bancorporation v. Auto Owners Inc. Co., 212 Wis. 2d 609, 569 N.W.2d 345(1997)("Where a claim consists of a variety of acts some of which are covered under the insurance policy and others that are not it is well settled that resulting liability falls within the terms of the insurance policy unless the uncovered risk is the sole cause of damages"). All of these cases are in accord with Newman, *supra,* Auto Owners v. Clayton, *supra*, and the other above cited cases.

In the Riverwalk case the Plaintiff requested repair damages of $8,511,425.00 and the jury awarded $4,500,000.00 actual damages. If there were non-covered claims, it is impossible to determine if the jury allocated any of its verdict to these claims. This is admitted by Harleysville. An attempt to do so would be pure speculation. Armstrong v. Collins, *supra.* By failing to ask for an allocated verdict Harleysville has prejudiced the rights of its insureds and this court should not let Harleysville benefit from their failure to protect its insureds.

In the underlying actions, if there are non-covered claims in the general verdict, there is simply no way to determine if the jury allocated a part of the verdict to these uncovered claims or if they allocated no money to those claims.

Harleysville has the burden to prove what part of the general verdicts, if any, was allocated to non-covered claims which they cannot do as a matter of law. They must pay the entire verdict. Newman, *supra*, Owners, *supra*.

CONFLICT OF INTEREST

It is anticipated that Harleysville will claim that there would have been a conflict of interest for it to have intervened or otherwise sought an allocation of damages relying upon Sims v. Nationwide Mutual Ins. Co., 247 S.C. 82, 145 S.E.2d 523 (1965) and Rule 407 SCACR. Ironically, the carrier, Auto Owners Insurance Company in Newman, petitioned for a re-hearing asking the court to reconsider the matter of the carrier's failure to ask for an allocated verdict before the arbitrator. [2] Auto Owners framed the re-hearing issue as follows:

> "The projection the Court seems to be making with this statement is that the insurer, Auto-Owners, had the opportunity, but failed to avail itself of that opportunity, to require an ascertainment of the type or character of damages suffered, and whether such damages were of a nature or type to fall within the exclusion, in the arbitration between the owner and the builder/insured."

A copy of the Petition for Rehearing is attached as Exhibit **21**. (Petition for Clarification or Rehearing, Exhibit **22**). The Supreme Court declined to hear the matter. Harleysville's reliance upon Sims and Rule 407, SCACR. is misplaced. In Sims, Nationwide was notified by their insured of a claim, but Nationwide declined a defense claiming that the acts of the insured were intentional and therefore there was no coverage under the policy. In Sims that there was no contention that a portion of the

[2] Although Auto-Owners is the named Plaintiff, the counsel for Auto-Owners was paid by Harleysville presumably to extricate themselves from their failure in this action to ask for an allocated verdict. (Lee Wright Deposition pp. 28-29).

damages sought were covered and a portion not covered. The insurer in Sims contended that there was no coverage at all and they had no duty to defend or indemnify because they alleged intentional conduct by their insured. The Sims court held:

> "that had the insurer here undertaken to defend the insured in the tort action and asserted therein its defense that the injuries sustained by Bates were intentionally caused by its insured, a clear conflict of interest between insurer and insured would have been presented, and the insurer could not in that action have undertaken to assert its defense and at the same time defend the insured against a charge of simple negligence."

In these declaratory judgment actions, unlike in Sims, the issues involve whether there would have been a conflict for the carrier to have intervened to have special interrogatories submitted to the jury, post-verdict. This same issue was dealt with by the United States Court of Appeals, in Duke v. Hoch, 468 F.2d 973 (C.A. 5th 1973). In Duke, the court had before it an unallocated verdict that contained both covered and non-covered claims. The carrier sought to avoid any liability since there was no way to apportion damages between covered and non-covered claims in the unallocated (general) verdict. In addressing the conflict of interest, the Duke court stated:

> Home [the carrier] has, of course, an interest in the verdict's not being allocated which is in conflict with the insureds' interest that covered damages be segregated. Insofar as the present record discloses, whether done ingeniously or ingenuously, Home, in control of the defense, has protected its interest and secured for itself an escape from responsibility at the expense of the insureds, who remain personally liable for the full judgment, unprotected even to the extent they have paid for protection. Having gained that advantage, Home insists upon it. The consequence to the insureds of a non-allocated verdict is the catastrophic total loss of coverage. The risks to the insurer in requesting an allocated verdict are of no such magnitude, if of any consequence at all. A request for

> identification of the two types of damages reveals neither the presence of insurance nor the amount of coverage. Assuming as we must that the jury will follow instructions and make a correct allocation, the insurance company loses no benefit to which it is validly entitled from having the jury earmark the losses. Arguably the jury might, while complying with instructions, at its option throw damages into that category which it will speculate is insured. This is too tenuous to deserve more than mention. There may, however, be some awkwardness in argument to the jury, but this is nominal when balanced against the consequences to the insureds.
>
> Thus, at the merits trial Home's counsel was required to make known to the insured the availability of a special verdict and the divergence of interest between them and the insurer springing from whether damages were or were not allocated. The record before us does not indicate that counsel did so. Section 4(b) of the Statement of Principles of the ABA and the Conference Committee on Adjusters states:
>
> 'The companies and their representatives, including attorneys, will inform the policyholder of the progress of any suit against the policyholder and its probable results. If any diversity of interest shall appear between the policyholder and the company, the policyholder shall be fully advised of the situation....'
>
> *Id.* at. p. 979. [*Emphasis Supplied*].

Harleysville admittedly not only did not seek an allocated verdict, but also totally abrogated its responsibility to its unsureds in not informing them of the dire consequences of an unallocated verdict. There would have been no conflict in informing its insureds or in asking the court to submit special interrogatories to the jury.

The insurer, in handling the defense of claims against its insureds, is bound under its contract of indemnity, and in good faith, to sacrifice its interest in favor of those of its insureds. By controlling the defense, the insurance carrier puts itself in a position to say to the insured, "heads I win, tails you lose." Tyger River Pine Co. v. Maryland

Casualty Co., 170 S.C. 286, 17 S.E. 346 (1933). See Tadlock Cleaning Co. v. Maryland Casualty Co., 322 S.C. 498, 473 S.E.2d 52 (1996)("the duty of good faith and fair dealing is such a duty that arises by operation of law due to the special relationship of the parties in an insurance contract...."). At a minimum, Harleysville had a duty to disclose to its insureds the divergent interest between a general verdict and an allocated verdict and the problems that would be created by a general verdict. To hold otherwise would allow an insurance carrier to control the defense, allow the jury to issue a general verdict and then put its insured or claimants against the insured in the position of trying to speculate as to the amount of damages allocated to covered claims which would be an impossible burden. Duke, *supra,* Newman, *supra.*

Any reliance by Harleysville on Rule 407, SCACR is misplaced. Specifically, comment 11 of Rule 1.8, RCP, Rule 407, SCACR state:

> "Lawyers are frequently asked to represent a client under circumstances in which a third person will compensate the lawyer, in whole or in part...Because third-party payers frequently have interests that differ from those of the client, including interests in minimizing the amount spent on the representation and in learning how the representation is progressing, lawyers are prohibited from accepting or continuing such representation unless the lawyer determines that there will be no interference with the lawyer's independent professional judgment and there is informed consent from the client."

The burden to seek an allocated verdict or at least to inform the insureds of the dire consequences of an unallocated verdict was not upon the attorney hired by Harleysville to represent its insureds, the burden was upon Harleysville or its counsel to

make known to the insureds the availability of a special verdict and the divergence of interest between them and the insureds springing from whether damages were or were not allocated. Duke, *supra*. Harleysville has admitted this was not done. Lee Wright's deposition, pp. 23-24). The Duke court said:

> Once Home's counsel disclosed the situation, the insureds, represented by their own retained counsel, would be entitled to make the decision whether to seek an allocated verdict. The presence of insured's own counsel did not dispense with the necessity of the insurer's counsel discharging his responsibility to disclose fully the precise situation before proceeding, as counsel having the right to control the defense, with a course of action inuring wholly to the insurer's benefit and wholly to the insureds' detriment.
>
> *Id.* at p. 979.

Again, Harleysville contention that a conflict existed which prevented them from seeking an allocated verdict or taking other measures to protect its insureds is misplaced and without merit.

PUNTIVE DAMAGES

Harleysville has also denied any liability for punitive damages. (See response to Requests to Admit No. 17, Exhibit 11). Under Newman there was an "occurrence" when water was allowed to seep into the walls and damage interior framing, sheathing and the units. Since the Harleysville policies did not specifically exclude punitive damages and there was an "occurrence", punitive damages are covered. S.C. State Budget and Control Board v. Prince, 304 S.C. 241, 403 S.E.2d 643 (1991). Carroway v. Johnson, 245 S.C. 200, 139 S.E.2d 908 (1965)(Where policy provides that insurer will

pay sums which the insured becomes "legally obligated to pay", this language is broad enough to cover punitive damages). This language is of course in the insuring agreement in the Harleysville policies as quoted on page 6 above.

TIME ON THE RISK

Harleysville asks that the court determine that some of the plaintiffs' damages occurred outside the policy period and therefore the policy would not provide coverage during those periods. First, there is no way to determine if or how much damage occurred prior to the completed operations provisions of the policy becoming effective or if any of the damages occurred outside the policy period. This is just another attempt to have the court speculate, when this and other coverage issues could have been avoided by Harleysville asking for a special verdict or interrogatories to protect itself and its insured. Board of County Sup'rs of Prince William County, Va. v. Scottish & ...., 763 F.2d 176 (C.A. Va. 1985)(Court cannot make special findings when a jury renders a general verdict since to do so would intrude on the independent role of the jury and constitute a unilateral amendment of its verdict). See Doe v. Illinois State Medical..., 234 Ill. App. 3rd 129, 599 N.E.2d 983 (1992)(Where the jury renders a general verdict, and the insurer has failed to inform its insured what proof is necessary to afford coverage, it was the insurers duty to ameliorate the problem of allocation to the various policy periods by means of a special interrogatory).

The principle is the same. The insurer has a high standard of conduct when it assumes the defense of its insured not to take any action or refrain from any action that would deny or lessen the benefits to its insured under the policy.

RESPECTFULLY SUBMITTED,

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December 1, 2010

Conway, South Carolina

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STATE OF SOUTH CAROLINA

COUNTY OF HORRY

IN THE COURT OF COMMON PLEAS

HARLEYSVILLE GROUP INSURANCE, A PENNSYLVANIA CORPORATION,

Plaintiff,

vs.

HERITAGE COMMUNITIES, INC., A SOUTH CAROLINA CORPORATION; HERITAGE MAGNOLIA NORTH, INC., A SOUTH CAROLINA CORPORATION; BUILDSTAR CORPORATION, A SOUTH CAROLINA CORPORATION; MAGNOLIA NORTH PROPERTY OWNERS ASSOCIATION, INC., A SOUTH CAROLINA CORPORATION, AND NATIONAL SURETY CORP.,

Defendants.

Civil Action No. 2009-CP-26-11862
Civil Action No. 2009-CP-26-10053

PLAINTIFF HARLEYSVILLE'S PRETRIAL BRIEF

HARLEYSVILLE INSURANCE GROUP, A PENNSYLVANIA CORPORATION,

Plaintiff,

vs.

HERITAGE COMMUNITIES, INC., A SOUTH CAROLINA CORPORATION; HERITAGE RIVERWALK, A SOUTH CAROLINA CORPORATION; BUILDSTAR CORPORATION, A SOUTH CAROLINA CORPORATION; RIVERWALK AT ARROWHEAD COUNTRY CLUB; HORIZONTAL PROPERTY REGIME; RIVERWALK AT ARROWHEAD COUNTRY CLUB PROPERTY OWNERS ASSOCIATION, INC., A SOUTH CAROLINA CORPORATION; NATIONAL SURETY CORP., AND TONY L. POPE AND LYNN POPE, INDIVIDUALLY AND

REPRESENTING AS A CLASS ALL)
UNIT OWNERS AT RIVERWALK AT)
ARROWHEAD COUNTRY CLUB,)
)
Defendants.)

To: The Honorable John M. Milling, Special Circuit Court Trial Judge.

I. Introduction

This Pretrial Brief addresses two (2) separate declaratory judgment actions. The actions have similarities so they are being simultaneously tried before the Honorable Judge John M. Milling. Two (2) separate Orders are required but the testimony portions of these two (2) actions have been consolidated to avoid unnecessary repetition.

Both matters involve a request for Declaratory Relief filed by Harleysville Insurance Group, a Pennsylvania Corporation ("Harleysville"). The defendants are (1) the insureds of Harleysville pursuant to numerous policies of insurance; (2) an excess carrier; and (3) the judgment holders.

This pretrial brief is a preview of the evidence and issues to be presented during trial. It is not intended to fully present and argue all issues. A wealth of evidence will be presented at trial during the testimony/evidentiary phase. This brief is designed to assist the court in its preparation for the testimony, conclusions of fact and the post trial briefing stage of these declaratory judgment actions.

II. Concise Summary Position Statement

A. No accidental conduct means no duty of indemnity.

The verdicts rendered in Riverwalk and Magnolia North consist of damages not covered by the applicable Harleysville insurance policies. As the evidence will clearly show, the underlying damages in each action are not the result of covered fortuitous events, but

instead involve consistent, pervasive and repeated failures to meet building codes and construction industry standards. Such business risks are typically covered by surety products, i.e., performance bonds but are plainly and simply not covered by liability policies such as the applicable Harleysville policies at issue herein.

Insurance coverage only exists where there is accidental and fortuitous conduct leading to property damages. The policies use the word "occurrence" to comprise accidental conduct. The insured must prove an accidental event leading to damage. As the evidence will clearly establish, and as defendants' counsel asserted in the underlying trials, the damage resulted from the intended actions of contractors and not a fortuitous or accidental event. No other conduct can trigger indemnity.

It is the insureds who must prove that the damages in the verdict fall within the parameters of the polices. They cannot. The policies require three elements of proof: (1) Occurrence; (2) Property Damage; and (3) Damages within the Policy Period. The insured must prove each element.

The trial transcripts are replete with testimony by witnesses and statements by HOA counsel clearly indicating that (1) the insureds intended to construct the buildings as actually constructed, (2) that they knew the buildings were being constructed improperly, and (3) that the damages resulting were the natural, normal and reasonably expected result of their intended acts. There was nothing accidental about the conduct of the insureds in the underlying actions. South Carolina courts repeatedly rule that improper workmanship is not an accident. In fact, the Supreme Court recently ruled that the cost of repairing improper workmanship is not covered by a standard commercial general liability policy. Only accidental conduct results in triggering the duty of indemnity. In the two (2) underlying cases,

there were no fortuitous events and, thus, the only logical conclusion and finding of fact by this court is that no accidental conduct occurred and, therefore, no duty of indemnity is triggered.

B. <u>This Court is obligated to allocate damages into categories for the cost of repairing defective work and the cost of repairing resultant damage to otherwise properly constructed portions of the buildings.</u>

In the event that accidental conduct resulting in property damages is revealed at trial, allocation in this action is proper. No method of allocation, other that his court's ruling in this action, protects the insureds, Harleysville and the judgment holders. Allocation herein is unquestionably the most justiciable solution. The South Carolina Supreme Court mandates that an insurer is not liable for payment of repair costs for improper workmanship. In this action, the bulk of the testimony shows that the verdict consists of repair costs for improper workmanship. Our Supreme Court in the second <u>Newman</u>, (cited later herein) established (for the first time in South Carolina), that even if a construction defect stems from accidental conduct, the insurance company is liable solely for the costs of repairing the resulting damage and not the cost of correcting improper workmanship.

Allocation of a jury's verdict in a post trial action is an established practice when supported by evidence indicating that it was impractical to make such determination during the trial. The evidence shows that Harleysville was unable to categorize damages for many reasons including (1) likely harm to the insured, (2) then current Supreme Court case law mandated that categorization of damages had not yet been established, and (3) the evidence in the underlying trials did not provide a basis for allocation due to insufficient evidence (no party provided evidence to break down damages). When these problematic issues arise, the only conclusion reached by the courts is to perform an allocation in a subsequent declaratory

judgment action. Evidence from the transcript and additional witnesses will show a complete breakdown of the damages. It is this Honorable Court's task in this declaratory judgment action to make findings of fact and determine what portion of the verdicts relate to costs associated with repairing improper workmanship and what portion of the verdicts relates to costs associated with repairing the water damage to otherwise properly constructed portions of the buildings resulting from the improper workmanship.

C. Intervention was not a proper, possible or practical option.

Intervention into the underlying action was not only impossible but prevented by established legal principles. The judgment holders contend that Harleysville should have intervened into the action. It was simply impossible. Because of the many problems associated with addressing coverage issues in the underlying action, Harleysville agreed with the insureds to handle all coverage issues in a subsequent action such as this one. In addition, at the time of trial, the Supreme Court ruled in the first Newman decision that the entirety of damages in construction cases are covered losses. A trial court cannot disregard the Supreme Court's ruling. The only logical conclusion was that Harleysville could not intervene and that all coverage issues must be addressed in this action. Harleysville's position on intervention is supported by the bulk of case law.

III. Declaratory Relief Sought by Harleysville

Harleysville seeks a declaration by this Honorable Court that there is no duty of indemnity for the damages set forth in the two jury verdicts at issue in these two actions. Implicit is the obvious finding of fact that no accidental conduct by the insured occurred. Harleysville also seeks a declaration by this Court as to the breakdown of damages in the verdicts between the costs associated with repairing improper workmanship and the costs

associated with repairing otherwise properly constructed the portions of the building damaged by the improper workmanship.

No South Carolina appellate court has ever issued a ruling on whether a construction defect is a covered loss in a large scale condominium project where the alleged and proven defects are consistent, knowing, pervasive and repeated failures to follow building codes, plans, specifications and good building practices. The South Carolina appellate courts have only addressed isolated single event construction deficiencies found in a road or in a home. In those cases, no party addressed the issue of whether the construction defect was from intended conduct or from accidental conduct. This will be the first analysis by a South Carolina court of a combined 41 buildings in 2 projects where the evidence shows the identical and repeated construction deficiencies found thousands of times in these two projects. Each and every building practice was intended by the workers. No defect in these actions stems from accidental conduct.

Harleysville will demonstrate in this consolidated action that the contracts of insurance between Harleysville, as insurer, and Heritage Communities, Inc., Buildstar Corporation, a South Carolina Corporation, Heritage Riverwalk, a South Carolina Corporation, and Heritage Magnolia North, a South Carolina Corporation, as the insureds, do not provide indemnity for the two jury verdicts at issue in these two actions.

IV. Brief Factual Background

A. Riverwalk

Riverwalk is a condominium project located in the Myrtle Beach area on the west side of the Intracoastal Waterway. Several buildings overlook the waterway. Riverwalk

consists of 19 buildings for a total of 228 condominium units. The last building constructed by the insureds was completed in 2000. Each unit sold in the mid $150,000 range.

In 2003, the homeowners association brought a lawsuit alleging building defects including problems with control joints in gypsum, sealant failures, improper flashing, brick issues, gaps in trim and cladding, improper non-treated wood, improper and defective trim, deck and balcony issues, improper slope of walkways, improper deck membrane, improper handrails, improper stairways, improper columns, lack of ceiling vents, and improper fire walls. Essentially, every portion of the exterior of the building was alleged to be defective.

B. Magnolia North

Magnolia North is a condominium project located in the Myrtle Beach area on the east side of the Intracoastal Waterway. Several buildings overlook the waterway. Magnolia North consists of 22 buildings for a total of 305 condominium units. The last building completed by the insureds was completed in 2000. Each unit sold in the mid $150,000 range.

In 2003, the homeowners association brought a lawsuit alleging building defects including problems with control joints in gypsum, sealant failures, improper flashing, brick issues, gaps in trim and cladding, improper non-treated wood, improper and defective trim, deck and balcony issues, improper slope of walkways, improper deck membrane, improper handrails, improper stairways, improper columns, lack of ceiling vents, and improper fire walls. Essentially, every portion of the exterior of the building was alleged to be defective.

V. Intended Construction Is Not A Covered Loss

The wealth of jurisdictions rule that a construction defect is not a covered loss under a commercial general liability policy. As the court can see from the list below, there are many opinions ruling that construction defects are not covered losses. The reason for the rulings lies

in the fact that failure to perform code required or industry standard required construction is simply not accidental conduct sufficient to trigger the duty of indemnity. The cases across the United States mandate that the insurance provided by a commercial general liability policy was simply never intended to provide indemnity for the consistent, pervasive and repeated failure to meet building codes and accepted building practices. When a contractor constructs a building in the manner he intends then there is certainly no accident.

The case law across the United States recognizes these principals to mandate that no coverage exists. The following is a string cite of many cases in multiple jurisdictions showing that construction defects when intended conduct is found, do not meet the requirements of occurrence:

> See, e.g., *U.S. Fid. & Guar. v. Advance Roofing & Supply Co., 163 Ariz. 476, 788 P.2d 1277, 1233 (Ariz. Ct. App. 1989)* ("mere faulty workmanship, standing alone, cannot constitute an occurrence as defined in the policy, nor would the cost of repairing the defect constitute property damages"); *Gen. Sec. Idem. Co. of Ariz. v. Mountain States Mut. Cas. Co., 205 P.3d 529, 535 (Colo. Ct. App. 2009)* ("claims of poor workmanship, standing alone, are not occurrences that trigger coverage under CGL policies similar to those at issue here"); *State Farm Fire and Cas. Co. v. Tillerson, 334 Ill. App. 3d 404, 777 N.E.2d986, 991, 268 Ill. Dec. 63 (Ill. Ct. App. 2002)* ("[w]here the defect is no more than the natural and ordinary consequences of faulty workmanship, it is not caused by an accident"); *Pursell Constr. v. Hawkeye-Security Ins. Co., 596 N.W.2d 67, 71 (Iowa 1999)* ("defective workmanship standing alone, that is, resulting in damages only to the work product itself, is not an occurrence under a CGL policy"); *Auto-Owners Ins. Co. v. Home Pride Cos., 268 Neb. 528, 684 N.W.2d 571, 578 (Neb. 2004)*; [**20] ("although a standard CGL policy does not provide coverage for faulty workmanship that damages only the resulting work product, if faulty workmanship causes bodily injury or property damage to something other than the insured's work product, an unintended and unexpected event has occurred, and coverage exits"): *Heile v. Herrmann, 136 Ohio App. 3d 351, 736 N.E.2d 566, 568 (Ohio Ct. App. 1999)* (holding that faulty workmanship is not an accident and therefore not an occurrence); *Oak Crest Constr. Co. v. Austin Mut. Ins. Co., 329 Ore. 620, 998 P.2d 1254, 1257 (Or. 2000)* ("there can be no 'accident' within the meaning of a commercial liability policy, when the resulting damage is merely a breach of contract"); *Kvaerner Metals Div. of Kaverner U.S., Inc. v. Commercial Union Ins. Co., 589 Pa. 317, 908*

A.2d 888, 899 (Pa. 2006) (holding that "the definition of 'accident' required to establish an 'occurrence' under the policies cannot be satisfied by claims based upon faulty workmanship); *L-J, Inc. v. Bituminous Fire & Marine Ins. Co., 366 S.C. 117, 621 S.E.2d 33, 37 (S.C. 2005)* (finding that "faulty workmanship does not constitute an 'occurrence'"); *Corder v. William W. Smith Excavating Co., 210 W. Va. 110, 556 S.E.2d 77, 83 (W. Va. 2001)* ("commercial general liability [**21] policies are not designed to cover poor workmanship"); *Burlington Ins. Co. v. Oceanic Design & Const. Inc. 383 F.3d 940, 948 (9th Cir. 2004)* (applying Hawaii law and declaring "General liability policies... are not designed to provide contractors and developers with coverage against claims their work is inferior or defective."); *Lenning v. Commercial Union Ins. Co., 260 F.3d 574, 583 (6th Cir. 2001)* (applying Kentucky law and declaring "there is no 'occurrence' to the extent [a] complaint alleges property damage arising out of defective or faulty craftsmanship"); *J.Z.G. Resources, Inc. v. King, 987 F.2d 98 (2nd Cir. 1993)* (applying New York law for the proposition that defective workmanship, standing alone, is not an occurrence).

As the long list of citations above recognizes, a commercial general liability policy was not created to address the business risks associated with conduct intended by the insured. A liability policy is available to assume the risk of loss associated from the accidental conduct of the insured. Any other conclusion flies in the face of accepted legal principles established across the courts in the United States.

The testimony offered in the underlying actions reveals that the deficient construction of the insureds involved missing flashing, missing brick ties, lack of slope in the walkways, missing treated wood, lack of lintel support for bricks, gaps in building wrap and lack of sealants. No part of a missing item can said to be accidental when it is found in hundreds, if not thousands of places. The simple fact is that the contractors intended to construct the buildings as intended. The record is replete with testimony showing that the contractors' work was not the result of accidental conduct. Harleysville will show this Honorable Court that no accidental conduct is shown and, therefore, no duty of indemnity exists.

In order to find that the duty of indemnity is triggered, the court must find property damage within the effective dates of the policy stemming from an accident. The cases cited above reveal that construction defects, similar to those found in these two cases, are not accidents. Only where construction defects are proven to be accidents is a court willing to find a duty of indemnity. All of the construction defects in these two actions stem from conscious and intentional conduct of the insured. The failure to follow building codes or standard building practices is a conscious action with the natural and expected consequence being building deficiencies. Such are not accidental in nature and do not meet the requirements for occurrence.

VI. South Carolina Coverage Law History Reveals That Intended Construction Is Not A Covered Loss

South Carolina does not cover losses stemming from proven intended construction resulting in losses. Prior to 2000, South Carolina did not have significant case law addressing policy provisions as they apply to claims of construction defect. In 2002, the South Carolina Court of appeals issued its ruling in LJ v. Bituminous, 350 S.C. 549 (Ct. App. 2002). The Court of Appeals held that a construction defect was covered under the terms of the commercial general liability policy between the carrier and its insured. LJ dealt with a road that due to the improper preparation of the subsurface and the failure to remove stumps, resulted in alligator cracking of the surface. The Court of Appeals held that the cost to repair the surface was a covered loss. Justice Hearn, then Chief Judge of the Court of Appeals, dissented from the majority stating that a construction defect is not an accident and therefore does not trigger the duty of indemnity. The ruling was appealed to the Supreme Court.

In 2004, the South Carolina Supreme Court issued its first decision in LJ holding in line with the dissent of Judge Hearn. The Court held that a construction defect is not an

occurrence. Plain and simple, there was no insurance coverage for a construction defect. The Court reasoned that an insurance policy is not a surety performance bond. L.J. v. Bituminous, 2004 S.C. Lexis190 (2004)(opinion withdrawn)

The decision was reconsidered by the Supreme Court and in 2005, it supplemented its opinion citing to High Country v. New Hampshire Ins. Co., 139 N.H. 39 (1994), a New Hampshire case, to indicate that while the construction defect in LJ was not an occurrence, it was possible that a construction defect could result in an occurrence. LJ v. Bituminous, 366 S.C. 117 (2005).

In March of 2008, the Supreme Court addressed a new fact pattern in Newman v. Auto Owners, 2008 S.C. Lexis 74 (2008)(opinion withdrawn). Newman involved a single family residence where synthetic stucco was applied by one subcontractor and caused damaged to the work of another subcontractor. The Supreme Court looked to the general contractor's policy and held that full coverage existed for removal and replacement of the defective stucco and all damage to the interior wall system. Thus, every part of a construction defect was a covered loss. Pursuant to the Supreme Court's ruling, no damages in a construction defect lawsuit fell outside of the policy's coverage. The policy, in fact, became a surety performance bond.

The Riverwalk trial and the Magnolia North trial were held subsequent to the first Newman decision but prior to the second Newman decision.

In September of 2009, the Supreme Court reconsidered its original Newman opinion and held that the cost of repairing construction defects (improper workmanship) is not covered but the cost of repairing damage resulting from improper workmanship is a covered loss. Newman v. Auto Owners, 385 S.C. 187 (2009). The second Newman decision is the first

decision in South Carolina or any other jurisdiction where the court is required to perform an allocation of the damages to determine which portion of the damages falls within policy coverage and which portion of the damages fall outside of coverage.

There have been other South Carolina and Federal Court decisions addressing coverage issues for construction defects under South Carolina law. The District Court recently held that when construction defects are discovered during construction, they are not covered under the liability policy. Builders Mutual v. R Design Const. Co., 2010 WL 2079741 (D.S.C. 2010). This has been the accepted practice. The rationale is that when the defect is discovered during construction, the insured has an opportunity to cure it because it is a business risk. It is essential in the reasoning to see that business risks are not covered losses. The business risk doctrine transcends the time during construction and applies to those acts that are intended by the insured.

Most recently a federal district court in South Carolina held that the issue relating to the duty of defense is ripe during the pendency of the underlying trial but the issue relating to the duty of indemnity is not ripe until damages are issued. Builders Mutual v. Wingard Properties, 2010 U.S. Dist. Lexis 95921 (2010) The court mandated that the carrier should take steps to allocate damages during the underlying trial so that damages can be apportioned in the coverage action. No method is suggested by the court of the means to allocate damages in the underlying trial. No thought or analysis is given of the problems associated with allocation in the underlying action. Builders Mutual illustrates that an insurer does not have an interest in the damage award until after the verdict is reached.

The fact patterns reviewed by South Carolina appellate courts involve (1) a single section of a road where stumps were not removed and (2) a single family house where stucco

was accidentally misapplied. No evidence in the record in either declaratory judgment action was introduced showing that the contractor intended to construct the road and house as constructed. The court in the declaratory judgment action was left to speculate. In this action, we will provide evidence showing the insureds' actions were intended.

No South Carolina appellate court has addressed a multiple building fact pattern where thousands of consistent, identical, pervasive and repeated building deficiencies are found. The evidence lacking in LJ and Newman relates to whether those entities intended to perform the construction as planned. In this case, there is are large volume of evidence from the transcripts, pictures, exhibits and witnesses that the job site workers fully intended to construct the buildings as constructed. No accidental or unintended construction methods resulted in building deficiencies. The wealth of legal opinions and articles mandate that these consistent, pervasive, repeated and intended building methods resulting in deficiencies are not covered losses.

South Carolina law supports Harleysville's position that intended construction practices do not trigger the duty of indemnity. The second Newman decision makes abundantly clear that our Supreme Court recognizes the distinction between improper workmanship and resulting damages. The reason is that no court ever believed that the cost to reconstruct the wrong work falls under the obligation of the insurance company. Why? Because it is a business risk from intended conduct.

South Carolina also supports the contrary conclusion that accidental construction practices resulting in deficiencies will trigger the duty of indemnity. In Riverwalk and Magnolia North, all evidence points to the fact that the construction defects were the result of intended conduct of the insured. The trial transcript showing the experts, counsel for

Riverwalk HOA and Magnolia North HOA, the deposition of Drew Brown and the testimony from witnesses will show that all construction conduct was intended and does not trigger the duty of indemnity.

VII. The Insurance Policies Are Contractual Assignments of Specified Risk Between Harleysville and the Insureds for the Exclusive Benefit of the Insureds and not for the Benefit of Third Parties

The policies at issue in this action are between Harleysville and the insureds. The policies pass the risk of loss for harm caused by accidental conduct to Harleysville. Only those specified risks are assigned. The policies are designed for the protection of the insured. They are not designed to protect the third party who may claim injury from the insured. Each policy provides for legal defense against claim and indemnity for damages falling within policy coverage. Harleysville provided a legal defense to Heritage, Buildstar, Heritage Riverwalk and Heritage Magnolia North against the claims brought by the homeowner's associations. Only those damages proven by the insured to stem from accidental conduct fall within policy coverage. No damages in these actions stem from accidental conduct.

The policies of insurance are nothing more than contractual assignments of specified risks of damages stemming from accidental conduct. The policies are not a surety bonds, performance bonds, payment bonds, guarantees, warranties or any other absolute indemnity for all possible loss. See, LJ v. Bituminous, 350 S.C. 549 (Ct. App. 2002) mandating that an insurance policy is not a performance bond. A policy of insurance is a mutual division of risks between the two parties to the contract. An insurance policy is designed to protect the named insured from certain agreed upon risks – not to protect any injured party. It simply assigns risks formerly held by the insured to the insurance company in return for payment of money known as premiums.

In this matter the insureds, entered into contracts (series of insurance policies) with Harleysville for the protection of the insured from certain specified risks of accidents. Essentially, the policy assigned the risk of "property damage" resulting from "accidents" to Harleysville. Thus, in order to fall within the terms of the policies, there must be proof of "property damage", as defined by the policy that results from an "occurrence" (accident) as defined by the policy.

The profit realized in each project shows that while some risk of accidents resulting in liability were transferred to Harleysville, business risks including all damages resulting from improper workmanship were retained by the insureds. It is unreasonable to conclude that for a premium of $524 dollars the carrier took on one million dollars of risk that the building might leak resulting in damages. The premium cost illustrates the intent of the parties in assignment of risk. If no risk were retained by the insured, there is no incentive for Heritage, Heritage Riverwalk, Heritage Magnolia North or Buildstar to produce and sell a quality product free from defect. All developers in South Carolina could simply avoid the cost of flashing or quality workmanship, make millions from the project and look to the carrier to protect it from the business risks associated. The majority law, as cited above, abhors such a result.

VIII. Harleysville and the Insureds Agreed that All Coverage Disputes would be Resolved in this Declaratory Judgment Action

Harleysville and the insureds agreed that all coverage issues would be resolved in a subsequent declaratory judgment action. Respectfully, this Court is required to honor that agreement. Harleysville and the insureds are free to agree to any method they choose to resolve coverage issues. There is no requirement that the insured and insurer must resolve coverage issues during the underlying trial. Parties are free to contract as they desire. There is no requirement that the parties create harm to one simply by attempting to handle coverage

issues in the underlying action. The two parties to the contract are legally obligated to not harm the other. South Carolina law, in the Sims case discussed below, provides an avenue for handling such issues in a subsequent action.

Harleysville and the insureds' representatives held periodic meetings during the pendency of the underlying cases to discuss coverage issues, trial strategy and to address concerns of the insured. At all times, the insureds were made aware that the contract between the parties did not provide coverage for construction defects. The parties understood that a defense was being provided and the goal was to make the verdicts as low as possible. It was a joint effort.

Meetings were held between (1) counsel for the insureds, Allen Jeffcoat, (2) the insureds, Jack Green and Roger Van Wie, (3) defense counsel, (4) Harleysville representatives and (5) counsel for Harleysville. All coverage issues, reservations of rights, defense tactics, technical defenses, factual defenses and other issues were addressed. At all times, the insureds knew that all coverage issues were reserved for a time following the verdicts. Following a meeting in Florida, Roger Van Wie signed an affidavit indicating, among other facts, that he understood coverage issues existed. Jack Green was represented by personal counsel at all meetings.

In several prior Heritage lawsuits defended by counsel for the insureds hired by Harleysville, the circuit court demanded that declaratory judgment actions be filed because it learned that coverage positions had been taken. Declaratory judgment actions were filed and dismissed at the request of the insureds and opposing parties. Coverage issues pending during the time when the underlying action is pending creates potential harm to the insured because of adverse interests. The carrier often is required to take positions directly adverse to the

insured with intentional acts, business risks and other case specific issues. South Carolina law provides that the insurer reserves the right to raise all coverage issues following the underlying trial when the insurer's interests are adverse to its insured. Sims v. Nationwide, 247 S.C. 82 (1965); Cowan v. Insurance Co. of N. America, 22 Ill. App. 3d. 883 (1974) both ruling that if divergent interest exist and the issue is not litigated in the underlying action, it is appropriate for the carrier to raise the issue along with any new evidence in a subsequent action).

Based on the diverging interests, Harleysville agreed with its insureds that all coverage issues, whatever they might be, would be preserved and handled following the underlying trial. The parties specifically agreed that coverage issues would be addressed in this action instead of in the underlying action where their existence could result in an increased verdict.

Parties are free to contract for whatever terms they desire so long as supported by consideration. Harleysville forewent an opportunity to raise coverage issues in the underlying trial in return for the ability to raise all issues in this action. The insured agreed to allow all coverage issues to be raised in this action in return for Harleysville not raising them in the underlying action. The court must honor that agreement by the parties and allow the issues to be raised herein.

IX. Policy Exclusions Defeat Indemnity Obligations

In each action, Harleysville will show that certain exclusions apply. Exclusions are only applicable if the court determines that an occurrence and property damage exist. This position is only applicable if the court concludes that property damage with specific policy effective dates as a result of an occurrence has been proven by the insured.

The applicable exclusions to this action are as follows:

1. "a. Expected or Intended Injury" The facts in the underlying actions show that the insureds expected these damages to occur. Mr. Graham from Betterbilt windows met with the insureds to explain that problems with windows on earlier projects were caused by improper installation. Mr. Graham explained that the windows would continue to leak and cause damages if the current installation practice was continued. The evidence indicates and was argued by counsel for Magnolia North that the same installation method was continued so that the insured knew and expected that the same damages would continue in the Magnolia North project and Riverwalk project.

In addition to the window issues, it appears that a common sense approach to construction shows that failure to install flashing, improperly sloping the walkways, failing to install sealants, filling the brick cavity with mortar, failing to install brick ties, improperly constructing the walkways results in an expectation from the perspective of a reasonably prudent contractor that damage is likely to occur. Thus, since all of the building defects are code violations, the only reasonable conclusion is that the damages are expected and, therefore, excluded from coverage.

2. "j. Damage to Property" The facts in the underlying actions show that damages were occurring to the property at a time when the project in its entirety was owned, rented or occupied by the insureds. The Court amalgamated the entities into one. If one entity is the insured and the damages were shown in the underlying action to be occurring from the time the work was performed through the present, then the damages occurred to property owned, rented or occupied by the insured. Likewise, the property was sold and the damages arise out of part of those premises. Since the insured is one

entity and it sold all of the premises and the damage was caused by the premises, then all damages are excluded.

If the court concludes that one entity exists under the amalgamation rule, then one entity owned the entire project as developer. Since the entire project is owned by the developer, there is no property damage because the policy definition of property damage only covers damage to property owned by another.

If the court concludes that the entities are separate for purposes of policy analysis, then the policies issued to Heritage Communities, Heritage Riverwalk and Heritage Magnolia North do not provide any benefits to these insureds because no damage has occurred outside of the product owned, rented or occupied.

3. "k. Damage to Your Product" The facts in the underlying actions show that property damage was to the insureds' work product arising out of it or any part of it. The insureds work product, as an amalgamated entity, owns the entire project and the damage arose out of the entire project. Just as in section 2 above, if the court rules that each entity is individual for policy considerations, then no policy issued to Heritage Communities, Heritage Riverwalk and Heritage Magnolia North provides any indemnity due to this exclusion.

4. "Damage to Impaired Property or Property Not Physically Injured" The facts in the underlying action show that the insureds never properly performed the work on the project. The project, according to the directed verdict on liability, shows that the project was impaired because it was never properly constructed. Since it was impaired in that it failed to meet building codes and industry standards, it was always in a damaged state and defective, deficient, inadequate in the product or work of the insured.

These four (4) exclusions apply in the event that the court concludes that an occurrence exists. No damages found in either underlying action survive the exclusions.

X. Intervention is Improper, Impossible & Impractical

Intervention by an insurance company in a construction action is improper and impossible. Involvement by the insurance company would act solely to harm the insured and is prohibited. Intervention has been suggested by the judgment holders as the only possible means of allocating the damages between covered and non-covered damages. The judgment holders suggest that the court is not permitted to look behind a general verdict. The judgment holders suggest that since no special interrogatories were requested to address issues of damages and now any claim to allocate is barred. Harleysville will show that it did not have the right to intervene and that the coverage issues could not possibly have been resolved by intervention or special interrogatories.

A. Reasons Intervention was Improper, Impossible & Impractical

The reasons that intervention was impossible, impractical and of little benefit for this action are as follows:

a. The law applicable at the time of this trial was the first Newman decision indicating that all costs associated with a construction defect are covered losses. Harleysville was prevented from intervening because it would have needed to ask the court to apply categories and make finding not supported by the governing Supreme Court law.

b. The insureds, following advisement of coverage issues and discussion with their counsel, had an agreement with Harleysville to determine all

coverage issues including any allocation of damages issues after the trial in a subsequent declaratory judgment action.

c. Harleysville unsuccessfully attempted to intervene in the Gardens At Cypress Bay trial and was told that if it had intervened, it would have created harm to the insured. The court indicated that intervention was improper and that the motion should be withdrawn. The motion was withdrawn.

d. Harleysville is aware of two separate instances where insurance companies attempted to intervene for the purpose of seeking a specialized verdict but were denied. The first was an effort by Travelers Insurance Company to intervene in the Bingham Properties lawsuit in Lexington County in 2005. Judge Johnson denied the motion. The second was Ohio Casualty Insurance Company's motion to intervene into the River Oaks lawsuit in Horry County in 2007. Judge Lockemy (now on the Court of Appeals) denied the motion following the argument that the South Carolina Sims v. Nationwide case provided that coverage issues should be decided in a subsequent coverage action where additional evidence would be admitted to determine coverage issues.

e. No evidence was presented in the underlying trial sufficient to allow the jury to allocate the costs between repairing the improper work and repairing the damaged work. Neither the experts for plaintiff nor the experts for defendant offered any evidence of a breakdown of damages. Had the court asked the jury to allocate, there would have been no basis.

The deposition of Drew Brown was taken subsequent to train and he testified that there was no allocation between damages to repair original incorrect construction and damages to repair work damaged as a result of original incorrect construction.

f. Harleysville would have been required to participate fully in the underlying action and offer a witness such as Baiden Construction. Harleysville would have been required to provide counsel to cross examine witnesses and offer testimony to support its position that damages are excluded on the bases of occurrence, improper workmanship, expected or intended, and other improper acts by the insured. Harleysville would have been required to offer testimony directly adverse to its insured which would have had the likely result of increasing the amount awarded for uncovered damages.

g. The Riverwalk HOA and Magnolia North HOA would have been placed in a precarious position of needing to offer strong evidence against the general contractor, sales entity and developer in order to prove its case but then arguing that it was all just one big accident for purposes of recovering from the insurance proceeds. The HOA entities would never have been able to offer evidence supportive of punitive damages because those damages would have resulted in no coverage.

h. An example of why intervention is impossible is Jim Graham. Jim Graham was offered by Riverwalk HOA to show that Heritage, Buildstar and Heritage Riverwalk had notice of the defective installation of the

windows and chose, for financial savings, to continue the improper installation. The defense contested the evidence. Harleysville would have needed to support Jim Graham. The Harleysville efforts would have been directly adverse to the insured. The carrier is not permitted to be adverse to its insured in the underlying action.

i. Harleysville would have needed to conduct significantly greater expert testimony if it was required to be in the underlying action. The Harleysville witness would have been required to go window by window, brick by brick, deck by deck, stairwell by stairwell and, in specificity, defect by defect to show how much each repair involved repairing poor workmanship versus resultant damage to otherwise sound construction. The experts in the underlying trial simply performed test cuts to conclude with an opinion that the problem is "pervasive." Harleysville, would have been required to examine each and every window to determine the extent of repair. Otherwise, the court might find the evidence insufficient. In this action, the expert testimony need not be nearly as extensive. In this action, expert testimony can be in the same fashion as that offered by the HOA entities and the insured – opinion form following reasonable investigation.

j. Evidence of liability insurance would have necessarily been introduced. In Gardens, the court indicated that evidence of the insured would have been introduced if intervention granted because Harleysville would have

been a named party. Evidence of liability insurance is inadmissible in a civil action.

Harleysville, as well as other insurance companies, should never intervene into the underlying action when the issues are such that the insured is placed in danger of an increased verdict. Harleysville was prevented from intervention for the many reasons listed above. This Honorable Court respectfully cannot rule that it was in the insureds' best interest for intervention by Harleysville. The insured has the right to protect its interests and reach an agreement with Harleysville for resolution of coverage issues following the trial. Unified defense was the goal throughout with the fully understanding that coverage issues would be resolved at a later time by the best means available. The insured and insurer did not have knowledge of the division of damages espoused in the second Newman decision so intervention was improper. Harleysville and the insured had addressed intervention in previous actions and jointly determined that intervention was improper. Intervention was actually filed in one action and was withdrawn after discussion between Harleysville and the insureds' counsel. Intervention was not only improper under Rule 24, it was improper pursuant to the rules of evidence, it was improper due to the obligations of the insurer providing a defense to its insured and it was improper for practical purposes.

B. Intervention to Allocate Damages is Prohibited

The issue of allocation of damages is not ripe for the insurance company until after damages are awarded. There is no right under Rule 24 of the Rules of Civil Procedure to become involved until such time as damages are awarded. At that point there must have been evidence sufficient to allow the jury to allocate. Since no evidence of the breakdown was offered in either Riverwalk or Magnolia North, there is no ability to intervene. Intervention

would require the insurance company to present expert witness testimony in the underlying trial on an issue that does not yet involve the insurance contract. The evidence offered by the insurance carrier would only act to harm the insured. Intervention, as is set forth below, is prohibited when the attempt is to allocate damages when damages have not yet been awarded.

The burden to bring damages within coverage is the insured's. The insured, it is universally held, has the burden of showing that the damages found against it, fall within the insuring agreement. Most recently, the United States District Court in South Carolina held that the duty of indemnity is not ripe until after a verdict is rendered. Builders Mutual v. Wingard Properties, 2010 U.S. Dist. Lexis 95921 (D.S.C. 2010). Judge Harwell ruled that the duty of defense is ripe prior to verdict in the underlying action but held that the issue of whether a duty of indemnity exists was dismissed until such time as a verdict is rendered.

One case on point that seems to be cited to in a multitude of jurisdictions is Restor-A-Dent, 725 F.2d 871 (2d Cir. 1984). Notably, attempts to intervene for the limited purpose of requesting that the trial court have the jury specify the basis of any verdict in favor of the plaintiff by way of a special verdict or answers to interrogatories have generally been unsuccessful. See Christopher Lyle McIlwain, *Clear as Mud: An Insurer's Rights and Duties Where Coverage Under a Liability Policy is Questionable*, 27 Cumb. L. Rev. 31 (1997). This is mainly because state supreme courts have held that liability insurers have no absolute right to intervene, and that the trial court has the virtually irreversible discretion to grant or deny intervention. *Id.*

Plaintiff, Restor-A-Dent, filed its complaint against Certified. Unigard Mutual Insurance Company (Unigard) was Certified's general liability insurer and, in that capacity, retained counsel to represent Certified but preserved its right to deny coverage. Restor-A-

Dent Dental Lab. v. Certified Alloy Prod., 725 F.2d 871, 1984 U.S.App. LEXIS 26417 (2d Cir. 1984). During the litigation, Unigard moved to intervene under *Rule 24(a)* and *(b)*, for the limited purpose of submitting written interrogatories to the Court for submission to the jury, to be answered by the jury in the event that it returned a verdict awarding damages to Plaintiff. Unigard contended that it was critical to know with certainty the exact dollar amount of the damages assessed against Certified, its insured, for which Certified claims to be entitled to indemnification from Unigard in the event the jury found for Restor-A-Dent. Unigard argued that a general verdict would make it difficult, if not impossible, to precisely determine the allocation of the jury's award. The district court denied Unigard's motion to intervene.

The court opined that the critical inquiry regarding Unigard's right to intervene under *Rule 24(a)(2)* was whether Unigard had an "interest" relating to the property or transaction which was the subject matter of the action. Restor-A-Dent noted that the Supreme Court has found that the interest must be "significantly protectable." See Donaldson v. United States, 400 U.S. 517, 537 (1971). Moreover, the Supreme Court has said that such an interest must be direct, as opposed to remote or contingent. See, e.g., Air Line Stewards and Stewardesses Ass'n v. American Airlines, Inc., 455 F.2d 101, 105 (7th Cir. 1972); In re Penn Central Commercial Paper Litigation, 62 F.R.D. 341, 346-47 (S.D.N.Y. 1974), aff'd without opinion, 515 F.2d 505 (2d Cir. 1975).

The court made several considerations in deciding that Unigard did not have an interest as required by *Rule 24(a)*. First, the court found that the transaction that was the subject matter of the underlying action was Certified's delivery of allegedly defective alloy to Resotr-A-Dent. Unigard's interest, on the other hand, was in the amount it would have to pay Certified if Restor-A-Dent won. The court found that the interest asserted by Unigard was

dependant upon two contingencies, a jury verdict for Restor-A-Dent and a finding in a **separate litigation** between Unigard and Certified that Unigard was not responsible for indemnification of certain types of losses under the terms of the policy. *Id.* at 875.

Further, in finding that the lower court did not abuse its discretion in denying Unigard's motion to intervene under *Rule 24(b)*, the court reasoned that Unigard did not have any great need for the relief sought and that, among other things, allowing Unigard to intervene even for limited purposes might deter a settlement and may well exacerbate a potential conflict of interest for the attorney furnished by Unigard to represent Certified.

In a construction setting, the courts have also held intervention improper ruling that allocation issues can be decided in subsequent litigation. Plaintiffs filed suit against Alabama Elk River Development Agency (Elk River), alleging that they suffered damages as a result of various defects in construction in the house they bought from Elk River. United States Fidelity & Guaranty Co. v. Adams, et al., 485 So. 2d 720, 1986 Ala. LEXIS 3453 (1986). Elk River subsequently filed a third-party complaint against Highland Rim Constructors (Highland), the contractors who built the house, alleging that Highland was responsible for all damages that may be assessed against Elk River.

USF&G, the insurer for Highland, then filed a motion to intervene in the action for the sole purpose of petitioning the trial court to submit the action to the jury on special verdicts with interrogatories. USF&G argued that its insurance policy with Highland provided coverage for claims regarding some of the damages but not others. USF&G informed the court that a general verdict would make it difficult to discern what portion of the verdict was for items covered by the policy and what portion was not. Therefore, USF&G asked the court

to give the jury a special verdict form to specify how much of the total award was for the items covered by the policy. The motion to intervene was denied.

The Supreme Court of Alabama affirmed the denial of the motion and looked to the "interest" that USF&G had in the underlying action between its insured and the injured plaintiff. Agreeing with *Restor-A-Dent's* interpretation of Rule 24, the court found that USF&G did not have an "interest" as contemplated by Rule 24(a)(2), A.R.Civ.P. The court found that because USF&G's interest was contingent upon Plaintiffs' recovery of a verdict in the underlying action, it had no interest in the underlying action. Furthermore, the court noted that, in the even of Plaintiff's recovery, USF&G may determine its liability by **subsequent litigation.** *Id.* at 721.

In Connecticut, an insurance company sought permissive intervention for the purpose of submitting special interrogatories to the jury to determine whether its homeowner's insurance policy covered the policyholder's alleged conduct. Hunter v. Peters, 2001 Conn. Super. LEXIS 3761 (2001), Unreported Decision. The court denied the motion reasoning that allowing such intervention could create a potential conflict of interest for the attorney furnished by the insurance company. In denying the motion, the court opined that "[f]actual questions left unanswered in the pending action may have to be answered in a second action." *Id.* at 3.

In Maine an Insurance company, defendant physician's professional liability insurer, had undertaken his defense but also sought to participate as a party to protect its interest in establishing whether the basis for liability was covered by the physician's policy. Donna v. Kalamaras, 485 A.2d 222 (Me. 1984). The lower court denied Medical Mutual Insurance Company's motion to intervene.

In concluding that the Superior Court properly denied the motion, the Supreme Judicial Court of Maine agreed that Medical Mutual's interest is not direct but contingent upon both a jury verdict against Dr. Kalamaras and a determination of coverage questions. Because of this contingency, Medical Mutual did not have an "interest" in the underlying action.

Additionally, the court stated that an insurer can **litigate coverage questions in a subsequent action**, explaining that its reasoning in Marston[1] "cannot rationally be interpreted as meaning that a general verdict will preclude the insurer from later litigating its coverage questions." *Id.* At 224. In rejecting Medical Mutual's contrary interpretation of *Marston*, the court noted that "in the absence of special findings of fact, our decision may necessitate a second trial on the duty to indemnify." *Id.*

In Florida, an insurance company sought to intervene, arguing that unless it was permitted to have an active role in the preparation of jury instructions and a special interrogatory verdict it would be severely handicapped in its efforts to show that there was no insurance coverage in the event the jury assessed undifferentiated punitive damages against its insured. Emp. Ins. Of Wausau v. Lavender, et. al., 506 So.2d 1166, 12 Fla. L. Weekly 1240 (1987). In denying the insurer's motion to intervene before the verdict, the court noted that the question of insurance coverage can be determined in a **subsequent litigation**. 506 So.2d at 1167, 12 Fla. L. Weekly at 1240.

In Indiana, an insurer petitioned to intervene in the action between its insured and the injured plaintiff for the purpose of requesting the trial court issue separate instructions and verdict forms with respect to the distinct claims of personal injury and negligent infliction of

[1] *Marston v. Merchants Mutual Ins. Co.*, 319 A.2d 111 (Me. 1974) discussed an insurer's duty to defend and held that, where an insurance company refused to defend it will be bound by the judgment in that action, as to issues which were or might have been litigated in that action, in a subsequent suit by the injured person for recourse to the policy.

emotional distress. Allstate Ins. Co. v. Keltner, 842 N.E.2d 879 (Ind. Ct. App. 2006). Insurer claimed that, under the policy, it owed no coverage for any emotional distress that may have been suffered and argued that if it did not intervene, any judgment entered against its insured would be a lump sum amount that would not differentiate between damages.

In affirming the lower courts denial of the motion, the court disagreed with insurer's assumption that if there was a general verdict against its insured that did not distinguish between covered and uncovered damages, there would be no later opportunity to make that distinction. *Id.* at 883. The court explained that the insurer would be permitted to bring a **subsequent action** to raise its policy defense against paying the full amount of any general judgment against its insured. *Id.* At this later action the coverage issue "might be determined by examining the evidence and argument of counsel presented during the underlying trial or by the presentation of additional evidence." *Id.*

In Illinois, insurers sought to intervene in the action to obtain a declaratory judgment that the insurers had no obligation to indemnify insureds for any judgment entered against them. Davila v. Arlasky, 141 F.R.D. 68 (N.D. Ill. 1991). In denying the motion to intervene, the court explained that the insurers could not obtain a judgment on coverage until after the **underlying dispute was settled. Id.**

Harleysville will present evidence of three unsuccessful attempts by insurance carriers to intervene into underlying construction defect cases. There is no opinion in South Carolina where an insurance company successfully intervened into an action for the purpose of allocating damages. Intervention is improper in construction litigation to allocate damages because it places the insured and the insured directly adverse. Sims mandates that the insurance carrier need not intervene when its presence could harm the insured. Harleysville

has the right to protect its insured in the underlying action and resolve all coverage disputes in subsequent litigation.

C. The Proper Method of Apportioning Damages is through Allocation in this Declaratory Judgment Action.

The proper method to determine the covered loss (only in the event that occurrence/accident and resulting property damage within the effective dates of the policy have been proven) is for this court to allocate the damages or remand to the original trial judge, the Honorable Clifford Newman, for the allocation of damages into covered and non-covered categories. This court, respectfully, has the obligation and will be presented with evidence sufficient to allocate damages. Allocation in this action is unquestionably the most fair, reasonable and economical manner of categorizing damages. It protects the insured, the insurer and the third party judgment holder. No other method provides protection for all three parties. Other courts addressing this issue agree once the issue is raised and proper evidence is submitted.

Newman provides that if, and only if, an occurrence has been proven and not excluded by a policy exclusion, the duty of indemnity only exists for the damages associated with the cost of repairing the properly constructed portions of the building damaged as a result of the defective condition. Supra. Newman was the first South Carolina case to distinguish between covered and non-covered damages in a construction case. Damages for repairing defective work (improper workmanship) are not deemed to be the result of an occurrence and, therefore, not covered losses and do not trigger the duty of indemnity.

In this portion of the declaratory judgment action, Harleysville seeks a declaration by the court as to which portion of the damages awarded by the jury are covered and not covered by the policy. In order determine the covered portion of the damages, Harleysville intends to

present testimony from Frank Baiden and Sydney Mathis of Baiden Construction. These witnesses are construction professionals and have conducted a thorough analysis of each project including a visual inspection and the expert reports from plaintiff and defendant in the underlying action. Baiden has developed a scope of repair that provides the cost breakdown between the cost of repairing improperly performed work and the cost or repairing work damaged as a result of improper workmanship. The percentage determined at trial should be applied to the verdict of each jury to determine what portion of the verdict triggers the duty of indemnity.

Allocation in a subsequent action is contemplated by many courts. The original and landmark case of Duke v. Hoch, 468 F.2d 973 (5th Cir. 1972) addressed the issues surrounding the court when the jury in the underlying action fails to allocate the verdict into categories later used to determine covered and non-covered losses. The Duke court, as have many subsequent courts, addressed the problems with a general verdict and how it can be divided to determine whether losses are covered or non-covered.

The issue branches into three (3) distinct rules. The first is the general rule that the burden of proof falls to the insured to prove that damages are covered. Under the first branch, it is the insured who bears the duty of allocating damages. Failure to do so might result in a ruling that no part of the verdict is covered.

The second branch is where the burden shifts to the carrier. This shifting of the presumption is based upon particular facts of the case. The courts have considered whether the insurer is in complete control; whether the insured has counsel; whether the carrier and insured had reason to know of the need for allocation; or other factors particular to the action.

The third and final branch is where we find ourselves in this action. Due to peculiar circumstances, there was no allocation. In this case, the court looks at the particular facts of each case and makes a fair, reasonable and justiciable ruling to appropriately allocate damages. This branch is implicated when the parties are not privy to law that divides the damages into categories (exactly what we have in this action); where the insured settles the case and tries to allocate damages within the settlement agreement; where the court refuses intervention; where the parties lack the right of intervention; where there are adverse interests between insured and insurer by allowing the court in the underlying action to allocate damages; where the evidence in the underlying action does not enable the trier of fact or jury to allocate damages; or any other reason where fairness mandates that a subsequent court allocate damages.

It is this third branch where the courts have remanded the case for an allocation of the jury's verdict. Some examples are below.

In the Duke case, the court was faced with a situation where neither the insured nor the insurer sought an allocated verdict. After a verdict, both parties sought to claim victory on coverage. The insurer claimed that the insured carried the burden of allocation and since a general verdict existed there was no coverage. The insured claimed that the insurer carried the burden of allocation and since a general verdict existed there was full coverage.

The court gave an informative opinion on the burden of proving damages fall within the policy's coverage. There are times when the burden remains with the insured and times when it shifts to the carrier.

The ultimate conclusion of the court, for practical purposes was to remand the issue to the trial court for an allocation of damages within the jury's verdict. In Duke, the court stated in a section titled "Remand" the court stated:

> In the District Court, a threshold question is whether at the merits trial insurer's counsel, by some means not revealed in the present record, discharged his responsibility of notifying the insureds of their interest in the form of the verdict. If the insurer cannot show that it did, the court will face the issue of attempting retrospectively to allocate the damages awarded. In saying that Duke is relieved of his burden, we refer to the "risk of non-persuasion" IX Wigmore, The Law of Evidence Section 2485 (3rd ed.). Duke continues to have the burden of producing "a quantity of evidence fit . . . to form a reasonable basis for the judgment." Id. at Section 24587, at 279. The primary source of evidence will be, of course, the transcript of the merits trial, containing the evidence on which the jury based its verdict. The trial judge, as trier of fact, will be in the position of establishing as best he can the allocation which the jury would have made had it been tendered the opportunity to do so. If it is impossible for the court to make a meaningful allocation based on only the transcript, Duke should have the right to adduce additional evidence and Home to present evidence in rebuttal.

Duke, at 984.

The Duke court laid out the exact format for allocating damages in a post verdict action. The court held that the transcript should be reviewed by the court for a determination as to the proper allocation of damages. If the transcript is insufficient, the insured and insurer should be afforded the right to offer additional testimony and evidence sufficient to allow the court to make the appropriate allocation.

In MedMarc v. Forest Healthcare, 359 Ark. 495, 199 S.W.3d 58 (2004) the court faced the issue of having a general verdict and the obligation to allocate damages into covered and non-covered categories. Implicit in its ruling that the lower court should perform an allocation was a fairness platform. In MedMarc, the court was faced with a jury verdict in the undivided amounts of $350,000 for ordinary negligence, $500,000 in damages for medical malpractice

and $5000 in damages for breach of contract. A dispute had arisen as to what portion of the verdict was covered and what portion was not covered. MedMarc brought an action seeking a declaration that no part of the verdict was covered or, in the alternative, that the court should allocate damages between losses covered and not covered under its policy.

The trial court in the coverage action ruled that twenty five percent (25%) of the verdict was covered. The appellate court ruled that the court must have a sufficient basis for allocating the verdict and remanded for an evidentiary finding to reveal the method and evidence used to allocate the jury's verdict. The court stated:

> While the circuit court did not allocate the judgment in this case, it provided no basis for its apportioning to MedMarc twenty-five percent of the liability for the Thurmond judgment. We believe that providing the reasoning and basis for the particular allocation in the form of findings of fact an conclusions of law is essential. (citations omitted). A proper allocation in this case, while perhaps difficult, is certainly not impossible. Indeed, other courts have said it can be done. (citing Duke v. Hoch) (citations omitted). Because we conclude that a proper allocation is necessary and because the circuit court provided no reason for allocating twenty-five percent of the liability to MedMarc, we reverse and remand the matter with directions for the circuit court to proceed with allocation in accordance with this opinion.

MedMarc, at 503.

These courts make clear that the allocation of the verdict in a subsequent action is the proper method. It is proper and appropriate to look behind a jury's verdict when coverage issues exist and the circumstances are such that the harsh rule that all damages are not covered or all damages are covered is not a fair result.

In this action, the South Carolina Supreme Court's ruling at the time of trial was found in the first Newman decision which held that if water intrusion is shown, all construction repair damages are covered. During trial, all evidence pointed to construction deficiencies and

water damage resulting in some areas. Under the first ruling in Newman, allocation of damages was not proper.

Harleysville will show that the damages can fairly and justiciably be allocated through the evidence presented by Baiden Construction. In doing so, Harleysville does not believe that it has the burden of proving allocation. If the agreement to resolve all coverage issues is void, then the burden remains with the insured and since it cannot be met, no part of the verdict is covered.

XI. Punitive Damages Highlight Intentional Conduct and Are Not Covered Damages

No portion of the punitive damages awards in the Riverwalk or Magnolia North trials trigger a duty of indemnity. Harleysville will show in this action that the evidence offered during the underlying trial was of conduct intended by the insured. As set forth above in great detail, only accidental conduct triggers the duty of indemnity.

It was impossible and improper for Harleysville to raise this issue during the underlying trial. The court must recognize the dilemma of divergent interests that Harleysville would encounter had it attempted to raise this issue in the underlying trial of either case. Harleysville would have been required to offer evidence of intended conduct of the insured solely to show that any possible punitive award is not covered. To do so at trial is impermissible and would have opened up Harleysville to possible sanctions.

The jury instructions in each matter show that the evidence necessary to support punitive damages is intentional conduct. The full jury instructions will be analyzed at trial but a portion is necessary here to give the court a preview. The instruction in Riverwalk stated as follows:

> Punitive Damages can only be awarded where the Plaintiff proves by clear and convincing evidence that Defendants action were willful, wanton, malicious, and in reckless disregard of the plaintiffs rights or were so grossly negligent as to imply a willfulness or wantonness. A conscious failure to exercise due care constitutes willfulness. It is the present consciousness of wrongdoing that justifies the assessment of punitive damages.

Riverwalk Transcript. Pages 1297-98.

The underlying action mandated in the jury charge that "a present consciousness of wrongdoing justifies the assessment of punitive damages." This court is required to conclude that the jury followed the instructions. By awarding punitive damages, the jury was ruling by clear and convincing evidence that the conduct of the insured was not accidental. This court cannot ignore the plain meaning of the verdict form – that the punitive damages award is supported by a present consciousness of wrongdoing. No occurrence can be found to support the punitive damage award. The expected or intended exclusion applies to exclude all punitive damages.

There can only be one reasonable conclusion regarding punitive damages – that is that they are the result of a clear finding by the jury of intentional conduct of wrongdoing. No coverage exists under the Harleysville policies for intentional conduct.

XII. Damages Outside of the Policy Period Are Not Covered

Insurance policies are contracts issued to indemnify insureds for certain liabilities as described in the contract and an integral and inescapable part of the contract is that the policies cover only damages occurring within the effective dates. From a strict contract law

perspective, requiring a policy to pay for damages that occurred outside of the effective dates should clearly be recognized as impermissible. If the language of the policy has only one plausible meaning, no further analysis should take place. Nothing in the policy could be clearer than the fact that it was intended to cover only damages occurring within the effective dates.

Harleysville will show that damages occurred outside of policy periods and are not covered by any policy relevant to this action. Two elements of allocation between policy periods are implicated in this action to clearly isolate certain damages that are outside of the policy period. Evidence will be offered showing that policy periods and the actual injury as described in Harden do not coincide as required by the policy. Thus, the amount of covered loss (which is expressly denied herein) should be reduced according to the time-on-risk analysis.

The first element of reduction is that damages occurred outside of the policy periods of the Harleysville polices and are not covered. Harleysville will offer evidence showing that damages occurred outside of policy periods. The policies have effective dates. The evidence in the underlying action shows that damages were found to occur during specified time periods. Those time periods are outside of the policy period. There was no effective means of isolating those issues during trial so this action is the proper vehicle for allocation.

The second element of reduction is revealed due to uninsured periods. South Carolina follows the modified continuous trigger method of determining when damages occur. In the South Carolina case of Joe Harden Builders v. Aetna, 326 S.C. 231 (1997), the court ruled that damages occur from the "injury-in-fact and continuously thereafter to allow coverage under all policies in effect from the time of injury-in-fact during the progressive

damage." Id. at 236. The court flatly rejected an "all sums" allocation method where the full amount of the covered property damage could be allocated to a single policy. The court further ruled "[s]uch an injury-in-fact/continuous trigger does not penalize the insured by requiring a manifestation of damage during the policy period, nor does it penalize the insurer by extending coverage from the time of the underlying event when no injury has yet occurred. Id. at 236-7. In these actions, allocation of damages are proper from the time that damage can be shown in-fact to have first occurred throughout the period of progressive damage.

In Riverwalk, damages are deemed to begin at the earliest date at which the insured can prove that damage had, in fact, through the date when the verdict was obtained. Testimony shows that damages did not begin to occur until after 2000 when the last policy expired. Under a modified continuous trigger analysis, no damages occurred during the policy periods. The last building in Riverwalk was completed in 1999. Thus, for that particular building, the damages are apportioned from the earliest date after completion at which the insured can prove that damage actually occurred through the date of verdict.

Time-on-risk analysis is used when damages are proven by the insured to fall within policy periods. The Riverwalk buildings were completed from 1997 through 1999. Trial was held in 2009 when the verdict was reached. Thus, the damages are apportioned over a twelve (12) year period. The repair cost found by the jury totaled $4.25 million dollars. Thus, under the modified continuous trigger established in Harden, the damages are deemed, at best, to be approximately $350,000 per year. Likewise, in Magnolia North, the repair cost totaled $6.5 million dollars. The buildings of Magnolia North were completed in 1998 through 1999 and the trial occurred in 2009. Damages are deemed to occur equally over an eleven (11) year period. Thus under the modified continuous trigger, the damages are $590,000 per year.

In Riverwalk, the Harleysville policies were in place from the date the project was completed in 1998 to 2000. Thus, in the event that the court finds coverage, there are only one to two (1-2) years of Harleysville policies that apply. Nine (9) years in which damages accrue are outside of the policy period. Likewise, in Magnolia North, the Harleysville policies were in place from the date the project was completed in 1998 to 2000. In the event that the court finds coverage, there are only two (2) years of Harleysville policies that apply. Nine (9) years in which damages accrue are outside of the policy period.

Time-on-risk is the best method to determine how much insurance coverage is available when damages are proven by the insured to fall within a policy period. The court in Harden addressed fairness considerations in concluding that the modified continuous trigger is the best means of apportioning damages among the years where damage is occurring. To use actual notice of injury-in-fact or manifestation of the damage is unfair to the insured because it often does not discover the damage until after the insurance policy has expired. To use joint and several is unfair to the insurance company because it exhausts all proceeds of a policy when it is obvious that the damage did not occur in the policy period. The court recognized that using an exposure trigger would defeat the clear and basic requirement in the policy that damage actually take place with the policy effective dates.

In Stonehenge Engineering v. Employers Insurance of Wausau, 201 F.3d 296 (2000), the Fourth Circuit addressed South Carolina law and espoused the rule that time-on-risk is the appropriate method to allocate damages over yearly periods. In Stonehenge, the court held that the proper method to allocate damages "would be a proportion of the settlement equal to the period of the . . . policy covered." Stonehenge at 305.

In 2002, the Supreme Court cited favorably to Harden in its decision in Century Indemnity v. Golden Hills Builders, Inc., 348 S.C. 559 (2002). The court followed the accepted rule that South Carolina follows the modified continuous trigger. The court held that the insurance policy provides coverage for property damage that occurred during the policy period and for any continuing damage." Century Indemnity at 358. As discussed above, this is limited by the rejection of the "all sums" method. Century involved a fact pattern where the damages were excluded from coverage by the your work exclusion. Century at 569.

Harleysville will show that uninsured periods are to be treated just as if the insured chose to be self-insured or purchased insurance from another carrier. Prior to the purchase of insurance, companies face unlimited financial risk. Insurance transfers some (not all) of that risk from the buyer to the insurer. Insurance companies accept premium dollars in exchange for the assumption of only the agreed upon risk. As stated earlier, the risk is that property damage arising from accident will occur during the policy effect dates. There is no risk accepted for damages occurring outside of the policy effective dates. There is no contract between Harleysville and its insureds herein for damages occurring outside of the effective dates which end in 2000.

It would be patently unfair to penalize an insurance company simply because the insured chose to not purchase further insurance. Such a rule would allow an insurer to purchase insurance for only one day per year to obtain the full benefit of the coverage. Such an example is ridiculous but illustrates that the South Carolina courts will act reasonably when determining coverage issues and will rule that an insured carriers the risk of loss for all uninsured periods.

In these two (2) actions, the insureds became self insured in 2000. Pursuant to the modified continuous trigger, damages are deemed to have continued to accrue through the date of verdict. The verdicts in each action consist of damages occurring from the date at which the damages can first be proven (which is after 2000) through the date of verdict. Thus, the damages are found in uninsured periods.

The policies mandate that damage can only possibly be covered if they occur during the policy period. Evidence shows that damages did not manifest injury-in-fact during the policy period. The evidence in the trial transcripts, in the expert reports and from witnesses will show that pursuant to the modified continuous trigger and the time-on-risk analysis likely zero damages occurred during the policy period and, at best, less than 10% can be covered in a time-on-risk analysis.

XIII. Evidence – Witnesses, Exhibits & Testimony

Evidence will be presented from the following sources:

a. Policies

b. Trial Transcripts

c. Expert Reports

d. Pictures

e. Deposition of Drew Brown

f. Lee Wright

g. Eric Fosmire

h. Steve Brown

i. Tripp Baiden

j. Syd Mathis

XIV. Conclusion

No duty of indemnity is triggered because all acts of the insured where performed with a conscious intention to construct the building in their current forms. There is no evidence in the transcripts of the underlying actions to reveal damages from accidental conduct. To the contrary, the conduct is intentional as is evidenced by the punitive damages charge and jury verdict on punitive damages.

Harleysville will present evidence showing:

a. that no occurrence has been proven by the insureds and, therefore, no duty of indemnity has been triggered;

b. that all conduct of the insureds was with a conscious intention;

c. that no conduct of the insured leading to costs of repair resulted from accidental conduct;

d. that exclusions apply to defeat claims of coverage;

e. that punitive damages are excluded because they are supported by a jury charge and evidence of intentional conduct;

f. that intervention was improper, impossible and impractical;

g. that this action is the proper forum for allocation of the verdicts between the cost of repairing improper workmanship and the cost of repairing damaged portions of the building;

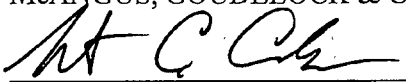
h. that damage occurring outside of the policy period is not covered by the policies;

i. that the insured bears the risk of loss for uninsured periods where it made the conscious decision to not purchase insurance.

Harleysville will produce evidence and testimony on each issue and respectfully requests a favorable ruling by this Honorable Court.

Respectfully submitted,

McANGUS, GOUDELOCK & COURIE, LLC



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ATTORNEYS FOR HARLEYSVILLE
INSURANCE GROUP

December 3, 2010

STATE OF SOUTH CAROLINA COUNTY OF HORRY HARLEYSVILLE INSURANCE GROUP, A PENNSYLVANIA CORPORATION, Plaintiff, vs. HERITAGE COMMUNITIES, INC., A SOUTH CAROLINA CORPORATION; HERITAGE RIVERWALK, A SOUTH CAROLINA CORPORATION; BUILDSTAR CORPORATION, A SOUTH CAROLINA CORPORATION; RIVERWALK AT ARROWHEAD COUNTRY CLUB; HORIZONTAL PROPERTY REGIME; RIVERWALK AT ARROWHEAD COUNTRY CLUB PROPERTY OWNERS ASSOCIATION, INC., A SOUTH CAROLINA CORPORATION; NATIONAL SURETY CORP., AND TONY L. POPE AND LYNN POPE, INDIVIDUALLY AND REPRESENTING AS A CLASS ALL UNIT OWNERS AT RIVERWALK AT ARROWHEAD COUNTRY CLUB, Defendants.	)	IN THE COURT OF COMMON PLEAS Civil Action No. 2009-CP-26-10053 **Motion to Conform Evidence and Correct Mistake in Record or Re-Open Testimony Phase to Correct Inaccuracy in Evidence**

FILED
HORRY COUNTY
2012 FEB 17 AM 11:48
MELANIE HUGGINS-WARD
CLERK OF COURT

Plaintiff, Harleysville Insurance Group, hereby moves before this Honorable Court for an Order conforming the evidence and correcting the record to accurately reflect the facts. Throughout the discovery phase and testimony phase of this action, the parties addressed the possibility of nearly seventy (70) insurance policies. The parties ultimately determined that twenty-two (22) were applicable to the issues in this action.

The court was issued an exhibit (Exhibit 17) which was a large binder containing

all insurance policies. To summarize the contents of Exhibit 17, a chart was made showing basic policy information. That chart listed 22 policies applicable to the Riverwalk matter and five (5) other policies applicable to a companion matter.

Prior to the final submission of the record to the court, the parties noticed that several policies were not contained in the binder portion of Exhibit 17 but were listed on the summary sheet attached to Exhibit 17. Harleysville conducted an internal search to locate the policies. The policies could not be located. Upon further review of the internal files, cancellation notices were found indicating that two of the policies listed on the summary sheet had, in fact, been cancelled for non-payment. Attached hereto are two internal Harleysville documents showing that the policies were cancelled for non-payment. Harleysville seeks to introduce these documents into evidence and make them part of the record.

Harleysville seeks an Order by this Honorable Court to correct the record and show that the two policies (MPA-4D4650 & BEC-4D4650 - 6/18/00 through 6/18-01) have been cancelled and are not part of the record or applicable to provide any indemnity, if the Court so orders.

This Motion is made pursuant to the South Carolina Rules of Civil Procedure, the South Carolina Rules of Evidence and the South Carolina Rules of Professional Conduct. Specifically, pursuant to Rule 3.3 of the Rules of Professional Conduct, Candor Toward The Tribunal, a lawyer shall not knowingly (1) make a false statement of fact or law to a

tribunal or fail to correct a false statement of material fact or law previously made to the tribunal by the lawyer; (3) offer evidence that the lawyer knows to be false.

The Rules of Civil Procedure, Rule 43, addresses the conduct of trial. Harleysville seeks, pursuant to these rules, to either open the case so that testimony can be offered to correct the record or have the Court correct the record based on the undisputed evidence.

The South Carolina Rules of Evidence mandate that relevant evidence is admissible under Article IV. The attached documents are kept in the regular and ordinary course of business and were made at or near the time that the cancellation occurred. The document that is not accurate is a summary offered under rule 1006. Inherent in any summary is the accuracy of the information contained in the summary. If the summary conflicts with the actual evidence, the actual evidence should prevail. In this matter, no actual policy was ever offered. We have a conflict in the evidence before the court. The actual evidence should control over an incorrect summary.

Wherefore, Harleysville moves that this Honorable Court correct Exhibit 17 and any other exhibits that conflict with the actual evidence and rule that policies (MPA-4D4650 & BEC-4D4650 - 6/18/00 through 6/18-01) have been cancelled.

And we so Move.

[signature page to follow]

MCANGUS GOUDELOCK & COURIE,
L.L.C.

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(843) 848-6000
ATTORNEYS FOR PLAINTIFF,
HARLEYSVILLE INSURANCE GROUP

February 17, 2012

*** B04 ***

MPA 4D 46 50

MPA 4D 46 50
DIRECT BILL

HARLEYSVILLE MUTUAL INSURANCE COMPANY
HARLEYSVILLE PA 19438

HERITAGE RIVERWALK INC
4728 JENN DR
MYRTLE BEACH SC 29577

06/18/00 TO 06/18/01

GREENSBORO BRANCH
ASSOCIATED INSURORS INC
PO BOX 7188
MYRTLE BEACH SC
29572
06/18/00 39-0270
AGENT'S PHONE # 843-449-7405

CANCELLATION MEMORANDUM
THIS POLICY HAS BEEN CANCELLED FLAT RATE
FOR THE FOLLOWING REASON:
NON-PAYMENT

THE ESTIMATED UNEARNED PREMIUM IS: $1,751.00
ESTIMATED RETURN DUE FOR THIS CANCELLATION: $1,751.00
E

MPA 4D 46 50 END 01 04 05 PAGE 1 09/25/00

PREV FICHE ID	00199506H18
PRIOR TERM ID	00160506009
BILLING METHOD	*DIRECT BILLED*
ISSUE DATE	09/25/00
TRANS EFFECTIVE DATE	06/18/00
LAST TRANSACTION	CANCELLATION
ENDORSEMENT NUM	01
TERM/ACTIVITY	04/05
STATUS	CANCELLED
SUPPL STATUS	NON PAY
PREV STATUS	ACTIVE-RENEWAL
PREV SUPPL STATUS	
COMMISSION RATE	
REINSURANCE	
FILING INDICATOR	
INSPECTION INDICATOR	
CREDIT RATING	
AUDIT ACTIVITY	E
PRIOR POLICY	

CONTROL MASTER EXTRACT

POLICY NUM MPA 4D 46 50

Consolidated ROA_2407

*** B09 ***

BEC 40 46 50

BEC 40 46 50
DIRECT BILL
215-256-5000

HARLEYSVILLE MUTUAL INSURANCE COMPANY
HARLEYSVILLE PA 19438

GREENSBORO BRANCH

HERITAGE RIVERWALK INC
4728 JENN DRIVE
MYRTLE BEACH SC 29577

ASSOCIATED INSURORS INC
PO BOX 7188
MYRTLE BEACH SC
29572

06/18/00 TO 06/18/01

06/18/00 39-0270
AGENT'S PHONE # 843-449-7405

CANCELLATION MEMORANDUM
THIS POLICY HAS BEEN CANCELLED FLAT RATE
FOR THE FOLLOWING REASON:
NON-PAYMENT
THE UNEARNED PREMIUM IS: $2,000.00
TOTAL RETURN DUE FOR THIS CANCELLATION: $2,000.00

BEC 40 46 50 END 01 04 03 PAGE 1 09/25/00

PREV FICHE ID	D0195002H05
PRIOR TERM ID	D0158002I04
BILLING METHOD	*DIRECT BILLED*
ISSUE DATE	09/25/00
TRANS EFFECTIVE DATE	06/18/00
LAST TRANSACTION	CANCELLATION
ENDORSEMENT NUM	01
TERM/ACTIVITY	04/03
STATUS	CANCELLED
SUPPL STATUS	NON PAY
PREV STATUS	ACTIVE-RENEWAL
PREV SUPPL STATUS	
COMMISSION RATE	
REINSURANCE	
FILING INDICATOR	
INSPECTION INDICATOR	
CREDIT RATING	
AUDIT ACTIVITY	
PRIOR POLICY	

CONTROL MASTER EXTRACT

POLICY NUM BEC 40 46 50

Consolidated ROA_2408