

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

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SC Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

Kristi L. Harrington, Circuit Court Judge

Case No. 2011196386

Mark F. Teseniar and Nan M. Teseniar, on
behalf of themselves and others similarly
situated, and Twelve Oaks at Fenwick
Property Owners Association, Inc.,
Respondents,

v.

Professional Plastering & Stucco, Inc., Maria
Arias, and Miquel Rosales,
Defendants,

Of whom Professional Plastering & Stucco, Inc. is the Appellant.

Professional Plastering & Stucco, Inc., Appellant

v.

Maria Arias, Miquel Rosales, and APS Enterprises Unlimited, Inc., Third-Party
Plaintiffs,

Of whom APS Enterprises Unlimited, Inc. is the Respondent.

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1 (JURY OUT)

2 THE COURT: Thank you. Please be
3 seated. Motions and matters?

4 MR. SEQUI: Your Honor, the fact
5 that we rested, I didn't know if Your Honor
6 wanted to deal with the certification of what
7 I took up to the Bench which was the --
8 governed by Rule 44, the building code, the
9 adopting and certification. As I understand
10 Rule 44, when -- the only time it needs to
11 have a seal on it -- and I certainly defer to
12 your judgment -- is when you're giving the
13 Court or somebody that's not the custodian of
14 the record. Rule 44(a)(1) domestic, says that
15 only an officer having legal custody of the
16 record or his deputy -- you just need to have
17 something with a certificate or certification.
18 Somebody else that's not in direct custody of
19 the document -- it could be a judge from the
20 court of record, if authenticated by the court
21 or by any public officer having a seal of
22 office.

23 THE COURT: So, Counsel, what we're
24 talking about is Plaintiffs' proposed exhibit
25 25?

1 MR. SEQUI: Yes, Your Honor.

2 THE COURT: And, Mr. Anderson, you
3 have an objection to that document?

4 MR. ANDERSON: We do not believe
5 that it was properly -- it does not have the
6 seal as required. And as it has not been
7 presented by a member of that office -- the
8 Code does require that by the Rules. In
9 addition, because it would be interwoven to
10 that, an exhibit that actually goes back.

11 THE COURT: And why is that, Mr.
12 Anderson?

13 MR. ANDERSON: Your Honor, it
14 would be like consenting statutes. And if you
15 allow that in, then you may use your jury
16 instructions to give them the law. However,
17 we do not think it would be appropriate as
18 it's not appropriate to give them the
19 statutes, to send that back with them.

20 MR. SEQUI: We would be fine with
21 Your Honor taking judicial notice of the fact
22 that this goes -- whatever we need to get this
23 information to the jury as an official
24 adoption.

25 THE COURT: Did Mr. Glick not do

1 that in his last question, Mr. Sequi?

2 MR. SEQUI: He may have, Your
3 Honor. I'm just being careful.

4 THE COURT: I believe that Mr.
5 Glick answered that question on your sole
6 question on redirect. And since there is an
7 objection, I am not going to allow that to go
8 back to the jury room.

9 MR. ANDERSON: Might we, for the
10 record, not just for argument, Your Honor, he
11 indicated that, I believe, the state and the
12 City case -- in the *Hill v. City of Hanahan*,
13 281 S.C. 527, indicates that judicial
14 knowledge -- that local ordinances are not
15 subject to judicial notice and must be
16 properly presented. So we would -- Mr. Sequi
17 had made the indication that there should be
18 judicial notice taken.

19 THE COURT: He's already withdrawn
20 on that one, Mr. Anderson.

21 MR. ANDERSON: I wanted to add
22 that to my objection.

23 THE COURT: All right. Thank you.

24 MR. ANDERSON: Thank you.

25 THE COURT: We're going to go ahead

1 and take a short recess. I'll hear from you.
2 on motions and matters, and I've got the
3 verdict forms to go over. Let's go ahead and
4 take ten minutes. During that time I would
5 like counsel to make sure that all the exhibit
6 that you believe are entered are appropriately
7 entered and prepared to go back to the jury.
8 Thank you. We're at ease.

9 (BRIEF RECESS)

10 THE COURT: Are all the exhibit
11 taken care of, Mr. Anderson?

12 MR. ANDERSON: Your Honor, I
13 believe that the only two we had a question on
14 was ---

15 THE COURT: Do you need to have the
16 overhead on?

17 MR. ANDERSON: We may need it
18 here.

19 THE COURT: We're not close enough
20 so that I can hear you and my court reporter
21 can hear you -- we're not close enough to do
22 that. Thank you. Mr. Anderson?

23 MR. ANDERSON: Yes, Your Honor.
24 I would like to move Exhibit 2 and 9 into
25 evidence. Those are the subcontracts of Los

1 Campos and Florida Framing.

2 THE COURT: Two and nine. Any
3 objection, Mr. Lucey?

4 MR. LUCEY: Yes, Your Honor, they
5 were not authenticated. We'd object to them
6 going in.

7 THE COURT: Let me get two and
8 nine. Your objection is that they're not ---

9 MR. LUCEY: They're not
10 authenticated.

11 THE COURT: Thank you. Two and
12 nine?

13 MR. ANDERSON: Two and nine, Your
14 Honor. If I may approach. Those are the
15 subcontracts that both Mr. Glick and a couple
16 of other witnesses identified as the
17 subcontracts of Los Campos and Florida
18 Framing. They were discussed as far as the
19 scope of work responsibilities of the various
20 subcontractors on the site. And they were
21 also -- they were also mentioned in Tacy
22 McGinty's deposition.

23 THE COURT: Did anyone review these
24 and authenticate them, because that's Mr.
25 Lucey's objection, is that they may have been

1 mentioned, but that no one said that those
2 were the correct signatures, et cetera.

3 MR. ANDERSON: I know that Mr.
4 Glick identified them as the contract for
5 those particular subcontractors. As far as
6 identification of signatures, that was not
7 done.

8 MR. LUCEY: He actually didn't
9 identify the contract, Your Honor.

10 THE COURT: He did not?

11 MR. LUCEY: No. He scanned the
12 document and was told to read and what does it
13 say? Okay, this says Los Campos,
14 subcontractor. He never said this is -- I
15 know this personally to be the sealant
16 subcontract on the jobsite.

17 THE COURT: Right. So Defendants'
18 2 and 9, based upon that, I am not going to
19 send these back to the jury. Thank you.

20 MR. ANDERSON: Thank you.

21 THE COURT: They are marked as 2
22 and 9 for the record, but they will not go
23 back.

24 MR. ANDERSON: Just for the
25 record, may I say that I believe at the time I

1 handed it to him I said are these -- is this
2 Los Campos's subcontract? That is for the
3 record.

4 THE COURT: Okay, thank you. So,
5 with that, all I show from the defense is 3,
6 12 and 41. Is that correct?

7 MR. ANDERSON: Yes, ma'am, I
8 believe that that is correct.

9 THE COURT: Is that correct, Madam
10 Court Reporter?

11 THE COURT REPORTER: Yes, it is.

12 THE COURT: And for the record,
13 Plaintiffs' 1, 3, 4, 5, 6, 8, 9, 12, 14, 15,
14 19, 20 and 24. Is that correct?

15 THE COURT REPORTER: It is.

16 MR. LUCEY: Yes, Your Honor.

17 THE COURT: Those are the items
18 that will be going back. Are you planning on
19 you planning on using any of those items in
20 your closing?

21 MR. LUCEY: Yes, Your Honor.

22 MR. ANDERSON: Yes, Your Honor.

23 THE COURT: Thank you. All right.

24 And we have reached the stage where I can hear
25 motions or matters. I'll hear from you first,

1 Mr. Anderson.

2 MR. ANDERSON: Your Honor, we
3 would move for a directed verdict as to the
4 allegations of damages as to negligence *per*
5 *se*.

6 THE COURT: I'm sorry. Please
7 begin again.

8 MR. ANDERSON: We would move for
9 a directed verdict on the allegations
10 involving negligence *per se*. We believe that
11 although there was testimony as to the
12 violation of certain ordinances and building
13 codes, those were not related to anything that
14 involved emergency or personal injury, any of
15 the catastrophic things that are required for
16 negligence *per se* to be taken into account in
17 such a case.

18 THE COURT: Let me hear from --
19 we'll just hear one at a time. Let me hear
20 from you regarding that. Mr. Kirchner, are
21 you arguing all the directed verdict motions?

22 MR. KIRCHNER: Yes, I am, Your
23 Honor.

24 THE COURT: Thank you.

25 MR. KIRCHNER: Your Honor, with

1 respect to the negligence *per se*, I actually
2 think the reverse is true. I think we're
3 entitled to a directed verdict on that. Your
4 Honor, the case law is clear that in South
5 Carolina when a municipality adopts a building
6 code, such as the International Building Code
7 here, as was testified to, that those statutes
8 are designed to protect homeowners, such as
9 our clients. If those statutes have been
10 violated, that is negligence *per se* under
11 South Carolina law.

12 Your Honor, Mr. Glick testified that
13 the IBC 2000 was the appropriate building
14 code. We've had ample testimony, including
15 admissions by the defendant, that the building
16 codes were violated.

17 THE COURT: Your response, Mr.
18 Anderson?

19 MR. ANDERSON: Your Honor, it's
20 part of the central purpose of the statute to
21 protect from the kind of harm that the
22 plaintiffs suffered.

23 COURT REPORTER: I'm sorry?

24 MR. ANDERSON: And that it's
25 governed by the statute. I'm sorry. I will

1 stand by my original statement. Your Honor,
2 we also believe that as an element that they
3 would have to establish proximate cause.

4 THE COURT: I am denying both
5 motions for a directed verdict as to the cause
6 of action for negligence *per se*. Mr.
7 Anderson, your next cause of action?

8 MR. ANDERSON: Your Honor, we
9 would move for a directed verdict on the issue
10 of punitive damages.

11 THE COURT: For what purpose?
12 What's your argument?

13 MR. ANDERSON: Your Honor,
14 although there has been language concerning
15 the negligence as far as -- excuse me, we do
16 not believe that the negligence shown to date
17 or proffered by the class plaintiffs rises to
18 the level of being gross or wanton and
19 therefore is not applicable for punitive
20 damages.

21 THE COURT: Mr. Kirchner?

22 MR. KIRCHNER: Your Honor, quite
23 to the contrary again. Violation of a
24 statute, such as a building code which has
25 the force and effect of law, is evidence of

1 recklessness and gross negligence which all
2 goes toward punitive damages.

3 THE COURT: I agree. I deny your
4 motion for directed verdict based upon Mr.
5 King's testimony that, one, he did not visit
6 the jobsite and, two, that he had violated at
7 least one of the building codes.

8 MR. KIRCHNER: Thank you, Your
9 Honor.

10 MR. ANDERSON: For the record, I
11 would like to note that Mr. King not visiting
12 the jobsite was mentioned. His corporation is
13 the one that's being sued, not him personally.

14 THE COURT: I understand that.
15 Thank you for making that clear, Mr. Anderson.

16 MR. ANDERSON: Thank you for
17 letting me correct it. And, Your Honor, we
18 would also move for a directed verdict on the
19 allegations of breach of warranty. I believe
20 that the only one remaining is workmanlike
21 service. They needed to offer proof that it
22 is within a reasonable period of time. And we
23 believe that the period covered under this
24 case exceeds the reasonable period of time for
25 application of workmanlike service. And then

1 also, Your Honor, that this is clearly built
2 as personal property, as defined by Mr. Glick.
3 And it's not a product that was built for
4 these particular individuals.

5 THE COURT: Mr. Kirchner?

6 MR. KIRCHNER: Your Honor, again,
7 we believe that we're actually entitled to a
8 directed verdict on our implied warranty of
9 workmanlike service. Your Honor, if it
10 doesn't matter if this is a commercial
11 structure or a residential structure. The
12 implied warranty of workmanlike service
13 applies no matter what. In fact, if someone
14 holds himself out to be specially qualified to
15 perform work, as did Professional Plastering
16 in this case, being a certified applicator of
17 the stucco system that was applied, there is
18 an implied warranty that the work which he
19 undertakes will be proper and in a workmanlike
20 manner. Clearly, it was not. In terms of the
21 -- I guess what I would call the staleness of
22 the claim, I am aware of no such requirement
23 on the time frame. But in any event, as you
24 can clearly see by these pictures, these are
25 latent defects that are contained behind the

1 exterior wall cladding. It's not something
2 that you can walk up, look at the building,
3 unless you've got x-ray vision to see. So
4 it's not visible without performing
5 destructive testing that these types of
6 damages were observed.

7 Our further motion for a direct
8 verdict on the implied warranty of workmanlike
9 service, again, someone who holds himself out
10 as a specialty trade, such as a stucco
11 applicator for a proprietary system, like the
12 Magna Wall system that was installed,
13 impliedly warrants under South Carolina law
14 that that work will be done in a workmanlike
15 manner. Clearly, it was not. Mr. King,
16 again, admitted that there seven violations of
17 Magna Wall's installation instructions and
18 violations of the applicable building code.
19 We believe we are entitled to a directed
20 verdict on that implied warranty of workman-
21 like service as well.

22 THE COURT: Mr. Anderson, a brief
23 response and then you have remaining arguments
24 for directed verdicts?

25 MR. ANDERSON: Just to repeat

1 that the staleness issue, as Mr. Kirchner
2 referred to it is the main thrust of our
3 argument. And, Your Honor, we would ask that
4 there be a -- it is normally a jury question
5 when this comes up, unless there's a failure
6 of proof. We do not think that they addressed
7 that particular issue. And although I don't
8 have any law right here in front of me, there
9 are a couple of cases on that and we can hand
10 those up to the Court, for the record.

11 THE COURT: At this time, the Court
12 is concerned with the existence or non-
13 existence of evidence at this time. Based
14 upon the testimony that the Court has heard,
15 I am denying both motions for a direct
16 verdict. That cause of action will go to the
17 jury.

18 MR. ANDERSON: Your Honor, just
19 as a scheduling matter and to make sure that
20 we all go fast, a time when I need to proffer
21 Mr. Dawkins, again, proffer his expert
22 testimony. We had discussed that earlier.
23 And if you would like to do that after
24 instructions?

25 THE COURT: Correct.

1 MR. ANDERSON: Thank you.

2 MR. KIRCHNER: Your Honor, one
3 last Motion. I'm sorry.

4 MR. ANDERSON: Your Honor, then
5 we had one last -- we would renew our earlier
6 general request for a directed verdict that we
7 made at the close of the plaintiff's case.

8 THE COURT: Directed verdict for?

9 MR. ANDERSON: On the allegations
10 of negligence.

11 THE COURT: I'm assuming at this
12 point in time, Mr. Kirchner, you'll also renew
13 your Motion for a directed verdict on behalf
14 of the plaintiffs for negligence. Is that
15 correct?

16 MR. KIRCHNER: I am, Your Honor.
17 And I'd just like to point out that the only
18 thing that hasn't change from when we rested
19 our case until now is that the defendants have
20 had the opportunity to put up evidence that
21 they didn't violate the standard of care,
22 which they didn't do. Accordingly, you
23 haven't heard one witness testify that this
24 stucco system was applied correctly. We
25 believe on that ground we're absolutely

1 entitled to a directed verdict on negligence.

2 THE COURT: Any response briefly,

3 Mr. Anderson?

4 MR. ANDERSON: Yes, Your Honor.

5 Although we have not provided directed
6 contradictory evidence to Mr. Glick, we have
7 presented evidence that the walls of the
8 stucco and other evidence that it is -- were
9 it to be inferred by the jury that it may have
10 been applied correctly. And also not only
11 that it was applied correctly, but that it was
12 applied per directions on the job site by the
13 general contractor. And we believe that under
14 those circumstances it should remain a jury
15 question.

16 And I believe that Mr. Kirchner, if
17 he's moving for -- on negligence, that he also
18 has to show proximate cause, that the stucco
19 in itself proximately caused the damage shown.
20 The jury could infer from the evidence that
21 has been presented that it is actually a
22 defect in the building wrap that allowed water
23 into the wood structure, and not just the
24 water coming through the stucco and escaping
25 against the wrap. We believe that on that

1 basis that that leaves open, as a jury
2 question, the issue of proximate cause.

3 THE COURT: And based upon the
4 testimony that I have heard throughout the
5 trial, specifically the deposition of Ms.
6 McGinty, I agree and the cause of action of
7 negligence will go to the jury. I deny both
8 motions for directed verdicts.

9 And I believe that should be all of
10 your motions. Is that correct, Mr. Anderson?

11 MR. ANDERSON: That is correct,
12 Your Honor.

13 THE COURT: All right. And, Mr.
14 Kirchner, that concludes all your motions as
15 well?

16 MR. KIRCHNER: Mr. Lucey has one.

17 MR. LUCEY: We also have a directed
18 verdict motion, Your Honor.

19 THE COURT: I asked Mr. Kirchner if
20 he was going to argue all the directed verdict
21 Motions and he said yes.

22 MR. LUCEY: I'll be glad to have
23 Mr. Kirchner argue it.

24 THE COURT: So what are we moving
25 on now?

1 MR. KIRCHNER: I believe, Your
2 Honor, we're moving for a directed verdict
3 against all of the defendants' affirmative
4 defenses, except the ninth affirmative
5 defense, which is based on third-party fault.
6 Our directed verdict motion is based on
7 failure of proof. They have failed to put
8 forth any evidence or any witness to confirm
9 their affirmative defenses that they raised in
10 their answer to our complaint.

11 THE COURT: And, Mr. Kirchner,
12 specifically, if you can, just for the record,
13 go through which ones. And if Mr. Lucey needs
14 to help you, I will allow him to argue.

15 MR. LUCEY: It'll just go faster if
16 I argue.

17 THE COURT: Thank you.

18 MR. KIRCHNER: Thank you, Your
19 Honor.

20 MR. LUCEY: Your Honor, there are
21 twenty-some affirmative defenses. Again, all
22 by the ninth one, which is the failure to
23 prove by the defendants. The first one is
24 failure to state claim. The second one is
25 statute of limitations and statute of repose.

1 The third one is ---

2 THE COURT: Let me do it this way.

3 Mr. Anderson, the plaintiffs have made a
4 motion for a directed verdict as to all of
5 your affirmative defenses. Which ones do you
6 believe you that you can still go forward on -
7 - are you still wishing to go forward on based
8 upon the proof that has been presented?

9 MR. ANDERSON: Your Honor, we do
10 want to go forward on some of them. I don't
11 have the list right in front of me. This is
12 the first notice we got that they would be
13 raising that. If I could have a moment?

14 THE COURT: You may. Mr. Lucey,
15 if you could just help the Court out. Number
16 nine was ---

17 MR. LUCEY: Third-party fault.
18 Third-party negligence, Your Honor.

19 THE COURT: And you believe that
20 there has been sufficient testimony to get
21 that to the jury. Is that correct?

22 MR. LUCEY: We believe you'd
23 overrule us if we made that motion, Your
24 Honor.

25 THE COURT: All right. Thank you.

1 MR. ANDERSON: Your Honor, I
2 believe that we have submitted jury charges
3 that, I believe, match with the affirmative
4 defenses that we anticipate going forward on.

5 THE COURT: Mr. Anderson and Mr.
6 Lucey, please approach.

7 (BENCH CONFERENCE)

8 THE COURT: Mr. Anderson?

9 MR. ANDERSON: Yes, Your Honor.
10 I believe that defense number nine, defense
11 number ten, which is our affirmative defense
12 on punitive damages and twelve which is the
13 one we discussed for the mitigation of
14 damages. And then, Your Honor, as far as
15 defense number fifteen, goes to notice. And
16 that would apply to the warranty claims in
17 that under the warranty we should be given
18 notice and an opportunity to correct. And
19 that was not done.

20 THE COURT: Mr. Lucey, now that we
21 have it narrowed down just a little bit, I'll
22 be happy to hear from you.

23 MR. LUCEY: Yes, Your Honor.

24 THE COURT: We agree that number
25 nine, defense number nine is what?

1 MR. LUCEY: Number nine is third-
2 party negligence as the cause. And we've
3 agreed with the Court to leave that in. In
4 fact, you've already ruled on it. Number ten
5 is punitive damages being unconstitutional.
6 There's been no proof in this case that
7 punitive damages are unconstitutional. Number
8 twelve, failure to mitigate -- there's been
9 absolutely no proof by the defendant that the
10 plaintiffs failed to mitigate or that
11 mitigation was even possible.

12 THE COURT: All right. Let me hear
13 from you regarding mitigation, Mr. Anderson.

14 MR. ANDERSON: Your Honor, I
15 believe that the testimony of the president of
16 the board, Mr. Jessup, was that they had
17 performed no maintenance or had taken no
18 action. I believe that that is a clear
19 indication of a failure to mitigate in the
20 face of knowing what -- that they had problems
21 that had been incurred.

22 THE COURT: Mr. Lucey?

23 MR. LUCEY: The testimony by the
24 board member, Your Honor, was that it wasn't a
25 maintenance issue. The problem was too big to

1 attempt to even address with maintenance. And
2 Mr. Glick also, in his testimony, clearly
3 testified it was not a maintenance issue, and
4 it is an issue that could only be addressed by
5 a complete reclad. There's been no evidence
6 by them or by the defendants that any other
7 mitigation would have worked.

8 THE COURT: And Mr. Lucey, it's
9 your position that there was no duty on behalf
10 of your client to mitigate the damages?

11 MR. LUCEY: No, ma'am. My position
12 is complete failure of proof by the
13 defendants. We had a duty, but they're the
14 ones that asserted the affirmative defense.
15 And they undertook the burden of proof to
16 prove that affirmative defense. There was a
17 complete absence of proof by the defendants
18 that we failed to mitigate our damages.

19 THE COURT: Mr. Anderson, what's
20 the proof that you have shown?

21 MR. ANDERSON: Your Honor, the
22 proof that we've show is just as I stated, the
23 testimony from the president of the board,
24 which I believe would be a jury question.

25 THE COURT: I will not be including

1 in the charge the duty to mitigate damages,
2 based upon the arguments that have been
3 presented. And that is affirmative defense
4 number twelve. Is that correct?

5 MR. ANDERSON: That is correct.

6 THE COURT: Thank you. That leave
7 us with affirmative defense number fifteen.
8 Mr. Lucey?

9 MR. LUCEY: Yes, ma'am. They're
10 saying something about notice under a
11 warranty. We're under an implied warranty
12 here. The UCC does not require notice to a
13 subsequent purchaser or a subsequent user,
14 such as we are. The UCC arguably requires
15 notice of a primary contracted party or the
16 original party, which would have been either
17 Summit or the developer, but not us, Your
18 Honor. And then there is also at least three
19 South Carolina cases that says the filing of a
20 lawsuit itself is notice. They've been on
21 notice since we filed this suit in 2008, and a
22 lawsuit itself is proper notice.

23 THE COURT: I'll be happy to hear
24 from you regarding that, Mr. Anderson.

25 MR. ANDERSON: Thank you, Your

1 Honor. We believe also that under the statute
2 that our clients would have been entitled to
3 notice as a contractor and given a requisite
4 period to make repairs or to act otherwise.
5 Your Honor, we do not believe that the UCC is
6 applicable at this point.

7 THE COURT: I agree to your motion,
8 Mr. Lucey. I will not be including
9 affirmative defense number fifteen. I note
10 your exception for the record, Mr. Anderson.
11 Any other motions, Mr. Lucey or Mr. Kirchner?

12 MR. LUCEY: No, ma'am.

13 THE COURT: Mr. Anderson? Ms.
14 Mahon?

15 MR. ANDERSON: I believe that
16 that is it.

17 THE COURT: And I have been ---

18 MR. ANDERSON: Other than our
19 proffer.

20 THE COURT: I promise you, Mr.
21 Anderson, I'm going to get to it. We will not
22 leave here without you proffering. But it is
23 important that we do what? We get this to
24 jury before I start losing jurors. All right?

25 MR. ANDERSON: I understand, Your

1 Honor.

2 THE COURT: Mr. Dawkins isn't going
3 anywhere and neither is my court reporter or
4 any of us. So we will stay until that is
5 accomplished.

6 MR. ANDERSON: Thank you, Your
7 Honor.

8 THE COURT: Thank you. I have been
9 submitted a proposed verdict form by the
10 plaintiffs. Have you had an opportunity to
11 review that, Mr. Anderson?

12 MR. ANDERSON: Yes, ma'am, I
13 have.

14 THE COURT: And do you have any
15 objections?

16 MR. ANDERSON: Yes.

17 THE COURT: All right. Let me hear
18 that.

19 MR. ANDERSON: Your Honor, I do
20 not believe that a separate finding of
21 negligence per se is appropriate. Normally,
22 we would see it when punitive damages that you
23 aren't going to allow that portion to go.
24 Then on the separate claim on implied
25 warranty, Your Honor, I don't have a specific

1 problem with that. But this might be a more
2 appropriate case for a general verdict. We
3 definitely think that the issue as far as
4 setoff that they put on a separate page, is
5 not one for the jury, and that that is clearly
6 an equitable remedy. And that we would hope
7 that if there were a verdict, we would move at
8 that time to apply a setoff. And, Your Honor,
9 would then do the application.

10 THE COURT: But the way it's
11 worded, Mr. Anderson, is this a setoff or --
12 does it indicate to you that it is a setoff?

13 MR. ANDERSON: Your Honor, I
14 believe that this is an attempt by them to do
15 away with the setoff. And that the -- and
16 make this just a single-issue case. And the
17 problem with that, Your Honor, is that there
18 is an interfacing between all the trades, as
19 you've heard here, and there is shared
20 responsibility. And the only way for us to
21 get a proper finding in this would be for a
22 verdict that would allow the direct setoff of
23 the amounts that they have collected from
24 other parties.

25 THE COURT: And I've got two that

1 stood up.

2 MR. LEATH: Your Honor, you might
3 recall the problems that we had with this type
4 concept in the other case we tried. What we
5 want to make abundantly clear here, and it
6 absolutely has to be clear, is that this
7 verdict form needs to mirror the case that was
8 tried in this Court. We have conceded the
9 amounts of amount already received -- conceded
10 that in opening and conceded that all the way
11 through. Were the jury to find us a verdict
12 and were some items like this not included or
13 a very, very clear instruction from the Court,
14 this has to be an additional new money, then
15 the jury may very well come to the conclusion
16 that they're making it what we want and the
17 defendants attempt to offset every penny of
18 it, in effect, giving a defendants' verdict
19 when a plaintiffs' verdict was intended. So
20 either this type of form -- and we think this
21 is fine and not prejudicial. It's exactly
22 what's been stated -- needs to be submitted.
23 Or a very clear and concise instruction to the
24 effect that if you find a new award, it must
25 be a new and additional money over and above

1 what was collected by settlements. This has
2 all been tried to the jury effectively by
3 consent, and this is the way that they need to
4 approach it and need to understand it. Thank
5 you.

6 THE COURT: And, Mr. Leath, as to
7 your -- as to Mr. Anderson's problem with the
8 negligence and the negligence *per se*, do you
9 agree that there needs to be a finding as to
10 both?

11 MR. LEATH: No, Your Honor, we
12 don't. We have an alternate form that just
13 says "negligence" and then "implied warranty."
14 Because I think the negligence *per se* can be
15 within that.

16 THE COURT: Thank you.

17 MR. ANDERSON: The form in the
18 second line is deleted.

19 THE COURT: Okay, thank you. Do
20 you have this that you can e-mail? The
21 signature line is -- assuming that I would use
22 this one, could you e-mail me a form?

23 MR. LEATH: I can certainly do
24 that, yes.

25 THE COURT: All right. I'll be

1 happy to hear from you, Mr. Anderson.

2 MR. ANDERSON: Thank you, Your
3 Honor. I think it's clear that they're trying
4 to bar any type of setoff. They put up their
5 entire measure of damage and is asking the
6 jury to reduce it by the amount of settlement
7 in order to get an award. This bars the Court
8 -- it's something that should be reserved for
9 Your Honor to determine the proper amount of
10 setoff and to make it -- and then to apply it
11 to the verdict that's given. With them having
12 presented their case in full, the \$15 Million
13 figure is the only one that they've put up.
14 It would be improper to then ask the jury to
15 apply an equitable remedy that is reserved for
16 the Court. And we would ask that this verdict
17 form definitely not go back to the jury.

18 THE COURT: Mr. Leath, it's your
19 position that the defendants would be entitled
20 to setoff. Is that correct?

21 MR. LEATH: The defendants would be
22 entitled to the setoff were we to be trying
23 the \$15 Million dollar total fix. We are not
24 trying that. We have never tried that case.
25 What we have told the jury is we are asking

1 for the differential between that repair and
2 what we've already received which is
3 applicable to the stucco contractor,
4 subcontractor, excuse me. That's what Mr.
5 Gallagher testified to, and that would not be
6 subject to setoff.

7 THE COURT: With that understanding
8 and that clarification of the verdict form
9 that you have submitted -- the second one with
10 only the claim of negligence and negligence
11 per se in it, it does make it clear to the
12 jury as what we have tried, particularly the
13 facts of this case. And if you would, just
14 because I do not like just a signature line on
15 a single page -- if you will e-mail it to my
16 clerk and we'll print it off, or I can have
17 him physically, while y'all are doing your
18 closings, retype it. I prefer you to e-mail
19 it. I'm sure he would too, Mr. Kirchner. And
20 that will be the verdict form that we will
21 use.

22 I will note your exceptions
23 vehemently to this verdict form, Mr. Anderson.

24 MR. ANDERSON: Thank you, Your
25 Honor. I need a clarification. According to

1 what you said, I'd like to get one and two,
2 but is that right?

3 THE COURT: One and two. It is one
4 and two. There's two causes of action.

5 MR. ANDERSON: Right, there are
6 two -- you have two findings to be made, one
7 for each cause of action?

8 THE COURT: Correct.

9 MR. ANDERSON: And then you are
10 asking -- you are allowing them to put in the
11 settlement amount?

12 THE COURT: Correct. And I am
13 including punitives. All right. Is there
14 anything further before I allow you a short
15 recess to gather your thoughts for your
16 closing? Is there anything further?

17 MR. LUCEY: Yes, is the Court's
18 proposed charge available to us before we
19 argue, ma'am?

20 THE COURT: Is there anything in
21 particular that you would like to go over? We
22 have addressed a number of issues already.

23 MR. LUCEY: In particular, I would
24 like to confirm that the Court is going to
25 charge that the defendant need not be proved

1 to be the sole cause of the damage. That as
2 long as they are a material cause of the
3 damage, they are accountable and liable for
4 it. As Mr. Leath, I anticipated the Court
5 would charge that.

6 THE COURT: That is correct, and
7 that's what I am charging.

8 MR. LUCEY: Thank you, ma'am.

9 MS. MAHON: Your Honor, just so
10 we're clear, we do have some objections to
11 their jury charges. Have you included all
12 their requested jury charges that we got this
13 morning at 8:30 into yours?

14 THE COURT: I have a standard
15 charge. Most of the time when you send
16 charges to me they're some variation. I may
17 not charge word-for-word your charge or the
18 plaintiff's charge. But I do a variation to
19 include -- to encompass both, based upon the
20 law and the facts that have been presented.
21 Is there something specific that you have the
22 objection to? I would be happy to hear you.

23 MS. MAHON: There is, Your Honor.
24 Specifically -- and I can kind of put them
25 altogether into one. In negligence *per se*, I

1 have an objection actually -- and that would
2 be for -- do you reference their number or do
3 you know how they numbered them sequentially?
4 Is that the way?

5 THE COURT: If they're numbered
6 sequentially --

7 MS. MAHON: They're not numbered.
8 I'm numbering them sequentially.

9 THE COURT: Your number is not
10 going to be corresponding to anything else.
11 So just tell me what you have an objection to.

12 MS. MAHON: The builder liability
13 charge that was -- it starts with "I charge
14 you that a contractor may be liable for
15 primary a tort where the contractor has
16 violated a building code. If the contractor
17 has deviated from ..." ---

18 COURT REPORTER: I'm sorry. Could
19 you slow down?

20 MS. MAHON: I'm sorry. I was
21 reading. That jury charge, Your Honor, and
22 the next one right after that in the list that
23 I have -- it should be three, sequentially --
24 "I charge you that a finding of negligence
25 will be available where a contractor has

1 violated the duty." Is that one going to be
2 included?

3 THE COURT: But you're objecting to
4 it?

5 MS. MAHON: I was going to read you
6 all the ones and state the reason for all of
7 them to try to shortcut it. Tell me tell you
8 this, this is our basis, that all the charges
9 -- that various charges on negligence *per se*
10 have one actually correct statement of law,
11 that you have to prove some duty of the breach
12 that causes a harm. The problem there is that
13 they skipped that. They don't actually
14 accurately state the law. I have no problem
15 at all with the jury charge that says -- it's
16 number twenty-three on mine, entitled
17 "negligence *per se*." "I charge you that in
18 order to show that the defendants owes a duty
19 of care arising from a statute, the plaintiffs
20 must show two things." Then they do actually
21 lay out the law of what negligence *per se* is.
22 The problem with all their other proposed jury
23 charges under negligence *per se* and the
24 "builder liability," as they've entitled it,
25 is they skip all of these other steps and

1 don't accurately state the law. It says -- I
2 have no problem at all with that one, but not
3 the other one.

4 Also, Your Honor, specifically, on
5 their charge on the damages, twenty-six if you
6 number them sequentially, they've got four
7 measure of damages, cost to repair,
8 depreciation. First of all, no evidence
9 whatsoever of depreciation was presented to
10 the jury. They don't get to charge the jury
11 on that.

12 Now, the other one is, the third
13 one, the value of loss of use during time. We
14 have already stipulated that loss of use is
15 off the table. They put that into the record,
16 and therefore we think that that should not be
17 included in here.

18 And, Your Honor, there's one other
19 thing. Let me make sure I've covered it.
20 Punitive damages -- their punitive damages is
21 actually not an accurate statement of the law.
22 If you want to put punitive damages, then you
23 need one that actually sets forth what the law
24 is. That is not what the law is. He's using
25 Anderson's Request to Charge. That really is

1 not objectionable. But if Your Honor is going
2 to charge punitive damages, that needs to be
3 accurate.

4 Also, they have in here -- they, one
5 of them on clear and convincing and willful
6 and wanton, but they don't also include a jury
7 charge as to what clear and convincing is and
8 willful and wanton is. And if you're going to
9 include punitive damage, that also would need
10 to be charged.

11 Your Honor, I think -- I just want
12 to make sure I have the record clear on that.
13 Let me just make sure that I have everything.
14 Now, if Your Honor wants, just for the record,
15 for the negligence per se, I can give you all
16 the cases, I can hand them up as to why you
17 have to prove that. We can do that later, if
18 Your Honor will agree to that for the
19 protection of the record. Is that fine, Your
20 Honor?

21 THE COURT: You are welcome to make
22 a packet. It is correct in the state of South
23 Carolina and based upon the facts as presented
24 I have looked at the charges as presented by
25 the plaintiff and the defendant and crafted a

1 charge which I believe accurately states the
2 law as well as addresses all of the facts that
3 have been presented.

4 MS. MAHON: May I -- just for the
5 record, Your Honor, we also object to their
6 jury charge on the unlawful practice of
7 engineering.

8 THE COURT: That is not included.

9 MR. SEQUI: We had to withdraw that
10 after he wasn't qualified.

11 THE COURT: That's why I didn't
12 even consider it. Thank you.

13 MS. MAHON: Also, Your Honor, for
14 the record, the negligence *per se* on where
15 they're talking about that I charge you that
16 municipalities in South Carolina are charged
17 by the statute with adopting building codes.
18 They go on to say that such statutes are
19 designed to protect the innocent purchaser of
20 a home from the damages of a contractor. That
21 is not -- the statutes that they cite, that is
22 not the law. So we would object to that also.
23 I can hand up the statutes, if you'd like to
24 see those.

25 I will be glad to hand up all the

1 cases for you, so I can protect the record,
2 but those are our objections to the charge..
3 Thank you.

4 THE COURT: Thank you. And there
5 was not major objections to the charges
6 presented and you had no objection to their
7 17. Is that correct?

8 MR. LUCEY: We do not object to
9 seventeen, Your Honor.

10 THE COURT: Thank you. Anything
11 further.

12 MR. LUCEY: Just so we don't draw
13 an objection in closing ---

14 THE COURT: Yes, sir.

15 MR. LUCEY: The stipulation
16 regarding loss of use damages wasn't entirely
17 accurate. The stipulation was we were not
18 making a claim for additional loss of use
19 damages in this case. Because it was at
20 issue. It was a part of this case to explain
21 some of the money that our homeowners have
22 already received. And there's testimony that
23 supported that.

24 THE COURT: So it's your position
25 that the stipulation that you entered into

1 would allow the Court to charge loss of use as
2 a consideration of damages or no?

3 MR. LUCEY: We would be allowed to
4 charge, because it is damages that our clients
5 have already received. And the jury has been
6 told that we've received those loss of use
7 charges. I'm not going to sit here -- I'm not
8 going to stand here and ask the jury to award
9 me more loss of use damages.

10 THE COURT: All right. That's my
11 question. Thank you. Yes, Mr. Anderson?

12 MR. ANDERSON: Your Honor, that's
13 something they've already ---

14 THE COURT: I'm not including it in
15 -- it's been addressed and stipulated they're
16 not requesting it in their laundry list of
17 items for damages.

18 MS. MAHON: Your Honor, just so I'm
19 clear, is it going to be in the jury charge
20 though?

21 THE COURT: No, ma'am.

22 MS. MAHON: Okay, thank you.

23 MR. ANDERSON: Your Honor, I
24 would also ask the indulgence of the Court to
25 allow me to hand up a case on the issue of

1 setoff. And that case deals -- it's the *SCDOT*
2 case, Your Honor.

3 THE COURT: I've addressed that and
4 I have already issued my ruling and how we're
5 going to proceed as to this case with this
6 verdict form.

7 And that may be appropriate for
8 post-trial motions or anything of that nature.
9 It may not even be applicable, Mr. Anderson.
10 If they come back with a zero, it may not even
11 be applicable -- correct?

12 MR. ANDERSON: Correct.

13 THE COURT: Correct. So we will
14 address that when it becomes appropriate,
15 probably right after I let you proffer Mr.
16 Dawkins. All right? Thank you. Is there
17 anything before we -- anything further from
18 the plaintiffs?

19 MR. KIRCHNER: Nothing from the
20 plaintiffs, Your Honor.

21 THE COURT: Anything further?

22 MS. MAHON: No, Your Honor.

23 THE COURT: And who will be doing
24 the closing?

25 MR. LUCEY: I will be opening and

1 Mr. Leath will close, Your Honor.

2 THE COURT: And, Mr. Anderson? Is
3 it you?

4 MR. ANDERSON: It is me, Your
5 Honor. And I will do both our opening and
6 closing.

7 THE COURT: All right. Thank you.
8 Counsel, I please want you to be aware -- I
9 will not limit you, but please be aware of the
10 time constraints. The trial of this has been
11 -- we're into the fifth day of the week.
12 There has not been five full days of
13 testimony. So please make sure that you
14 tender your closing appropriately. We'll take
15 ten minutes. Will that give you sufficient
16 time, Mr. Lucey and Mr. Leath?

17 MR. LUCEY: Absolutely.

18 THE COURT: And Mr. Anderson?

19 MR. ANDERSON: Thank you, Your
20 Honor.

21 THE COURT: Thank you. We're at
22 ease.

23 (BRIEF RECESS)

24 MR. LUCEY: The Defendant is
25 offering to withdraw his objection to the jury

1 form on the consent to admission of
2 Defendant's 4. We would consent.

3 THE COURT: Mr. Lucey's asking you
4 to withdraw your objection to the verdict form
5 I've indicated that I would be presenting to
6 the jury. They would allow you to enter into
7 evidence without objection Defendant's 4.

8 MR. ANDERSON: Your Honor, we
9 would still offer that, but we do not want to
10 withdraw our objections. And, for the record,
11 at the sidebar I had stated that we believe
12 that the verdict form compels the need to put
13 in Defendant's Exhibit 4, which is a
14 comparative stucco-only bid. And since the
15 plaintiffs are going to present a stucco-only
16 case and Your Honor has endorsed that with the
17 verdict form, it makes that particular
18 document admissible. It previously was marked
19 for I.D.

20 THE COURT: And, Mr. Lucey, you are
21 objecting to the introduction of Defendants'
22 4. Is that correct?

23 MR. LUCEY: Yes, we are.

24 THE COURT: And when you attempted
25 to admit it before, there was substantial

1 questioning by the witness on the witness
2 stand with this on the overhead. Is that
3 correct?

4 MR. ANDERSON: Yes, there was.

5 THE COURT: And I allowed extensive
6 examination and cross examination on this
7 document. I just indicated it was not going
8 back. Is that correct, Mr. Anderson?

9 MR. ANDERSON: I believe that
10 that is correct.

11 THE COURT: Is that correct, Mr.
12 Lucey?

13 MR. LUCEY: Yes, ma'am.

14 THE COURT: At this time I am not
15 going to admit Defendant's 4. It is marked
16 and on the record. Thank you.

17 MR. ANDERSON: May I state for
18 the record, Your Honor, that that leaves us
19 with the inability to present a stucco-only
20 defense and requires us to present against
21 their stucco-only defense only a defense that
22 is applicable to the entire exterior skin with
23 the exception of the roof. So the number that
24 they get from us will include siding and
25 everything and is actually going to be in

1 comparison to their \$15 Million.

2 THE COURT: Mr. Anderson, maybe I'm
3 missing the point. But can you not look at
4 that and put that back up on the overhead. My
5 only thing is it's not going back to the jury.
6 You can argue all with the numbers and put it
7 on the overhead. But it's just not going to
8 go back to the jury as that document.

9 MR. ANDERSON: I understand that.
10 I understand that's your ruling, Your Honor.
11 We think that that's terribly prejudicial
12 because they do have a stucco-only fix that is
13 going back to the jury. And that will leave
14 us in the position with the jury sitting there
15 with the only document in front of them is
16 from the plaintiffs showing the stucco-only
17 fix.

18 THE COURT: Well, the reason this
19 wasn't presented was you didn't present it in
20 your discovery. Is that correct? That's what
21 I'm recalling. Mr. Lucey?

22 MR. LUCEY: That's one of the
23 reasons, yes, Your Honor.

24 THE COURT: That's the reason why
25 it's not going back to the jury, Mr. Anderson.

1 MR. ANDERSON: Your Honor, we
2 received their e-mail on Friday. That was to
3 be the response to a late production by them.
4 And there was an agreement with Mr. Leath that
5 we would withdraw our objection and he would
6 withdraw his for that.

7 THE COURT: Is that correct, Mr.
8 Leath?

9 MR. LEATH: No, Your Honor. What
10 we said was we presented to them a stucco-only
11 repair in the sense of stucco simply being
12 isolated out of the \$15 Million. We did that
13 some time back.

14 What this does is something entirely
15 different from that. What it does, if you'll
16 recall, is there a number of things in here
17 that are not simply just a stucco fix. There
18 are reductions for the breezeways. There are
19 reductions for the fees. There are fee
20 comparisons. It's nothing like the document
21 that we presented which is for stucco repair.
22 This is a synopsis of the expert's testimony,
23 is what this is. And he's certainly free to
24 argue about it. In fact, the expert spent a
25 considerable amount of time himself explaining

1 this to the jury.

2 THE COURT: I agree. You are free
3 to argue. You are free to use that as an
4 exhibit in your closing. But it is not going
5 back into evidence with the jury.

6 MR. ANDERSON: Thank you, Your
7 Honor.

8 THE COURT: Thank you. Anything
9 before we bring in the jury? Mr. Anderson?
10 Mr. Anderson, anything before we bring in the
11 jury?

12 MR. ANDERSON: No, Your Honor.
13 And I won't ask you if I can make my proffer
14 again.

15 THE COURT: Please remind me,
16 though, at the end. All right?

17 MR. ANDERSON: Yes, ma'am.

18 THE COURT: Let's bring in the
19 jury. Please make sure, Mr. Anderson, that
20 it's still marked and the record needs to be
21 complete. So please make sure you don't walk
22 away with it or my court reporter will come
23 and look for you. Thank you.

24 MR. ANDERSON: Yes, ma'am. I
25 will actually put it on the bar.

1 about that permits the use -- the use of this
2 product at all under the building code.

3 Installed in violation of the Magna Wall
4 instructions.

5 And, as testified by Mr. Glick, the
6 local Charleston architect that testified,
7 that took an oath and faced you, provided
8 testimony twice this week -- as testified by
9 him, as explained by him. The building code
10 only permits this product, Magna Wall, to be
11 utilized in Charleston County where we live if
12 it's applied in strict conformance -- and you
13 heard those words repeatedly this week --
14 strict conformance with the Magna Wall
15 manufacturer's instructions, the third-party
16 testing reports that we call code reports, and
17 the failure to do so constitutes a building
18 code violation. Plain and simple. Couldn't
19 get any more plain and simple.

20 How plain and simple was it? It was
21 so plain and simple that you heard the
22 president of the now defunct Professional
23 Plaster and Stucco admit to you no less than
24 seven building code violations. That's what
25 we call an admission by a party, a defendant.

1 They're saying, 'Yeah, I violated the building
2 code. I understand that that code has the
3 force of law in this jurisdiction. And I
4 violated it.'

5 The third set of facts. The
6 defectively applied stucco has damaged these
7 residences, damaged these homes. We passed
8 all this what used to be wood during testimony
9 and y'all had the opportunity to pass this
10 stuff around. These are structural members.
11 This is supposed to be holding their roofs up.

12 And the repairs that are required
13 now at this time are expensive and
14 inconvenient and require a move-out and are
15 going to hurt my clients more.

16 And all that's undisputed.

17 All those are facts.

18 You didn't see or hear any evidence
19 from the defendants contradicting those facts.
20 Not one person this week said the stucco was
21 properly applied. Not one person.

22 All you heard from the defense was
23 three things -- one I can't figure out, but
24 I'm going to give it to you anyway. During
25 opening statement the defendant said to you

1 Mr. Leath posed in his opening, which we
2 believe, that the judge will pose to you in
3 just a few minutes. That this defendant,
4 Professional Plaster and Stucco -- that this
5 defendant materially caused some of the
6 defects that we've shown you this week. That
7 they materially contributed to that rotten
8 wood.

9 The only testimony you've heard this
10 week on proximate causation has been by Mr.
11 Glick who testified unequivocally on Monday,
12 during direct examination, Wednesday, during
13 cross examination, and this morning during
14 rebuttal, that it is the defectively-installed
15 stucco system that has proximately caused --
16 that's a legal term that's saying directly
17 caused the damage, the rot, the problems we've
18 shown you at Twelve Oaks. That is the
19 question.

20 The next question is -- which we'll
21 get to in a moment -- is damages. How much?
22 What's it going to take to fix it? But before
23 we get there, I'd like to address some other
24 admissions which I wrote down this morning
25 that y'all heard this week -- admissions by

1 makes his living in this community,
2 representing homeowners and contractors and
3 buildings and advising and sharing his
4 testimony with you. He had as much
5 credibility as any witness in this courtroom,
6 I would submit to you.

7 Let me talk to you about the
8 damages. We have an estimate in evidence,
9 Plaintiff's Exhibit Number 15, the ProCon
10 estimate, \$15.7 Million. This is an older
11 estimate. It applied to everybody who was in
12 the case. You have frankly been told
13 repeatedly this week that the plaintiffs have
14 been paid \$8 Million dollars.

15 In opening, Mr. Leath asked you for
16 the difference. He said he would like for you
17 to award us \$15.7 Million less the eight
18 million that we've been paid. That's \$7.7
19 Million.

20 Just to make sure that everybody was
21 correct about the numbers, Mr. Gallagher also
22 produced what's been admitted into evidence as
23 Plaintiff's Exhibit 14. It itemized the
24 stucco-related-only damages in this case. It
25 totals \$8.7 Million, a million dollars more

1 than what we have remaining on the original
2 estimate.

3 We're not asking for that extra
4 million. We're still only asking for what we
5 haven't been paid on the total job, even
6 though the total stucco damages are documented
7 by Mr. Gallagher at \$8.7 Million.

8 When the defendants discussed their
9 estimate, Defendant's Exhibit Number 3, they
10 tried to confuse, as best I could tell, what's
11 actually in Mr. Gallagher's estimate by
12 talking about siding, windows and various
13 other things. There is no siding and there is
14 no windows in Mr. Gallagher's \$8.7 Million
15 stucco estimate. How do you know that? He
16 actually lists up here the sections out of his
17 original estimate where he took the numbers as
18 being stucco related.

19 For example, section seven, which
20 has the window replacement is not anywhere
21 referenced on here, and you won't find that
22 money in this estimate. There are no windows.
23 There is no window work in this estimate, even
24 though you heard Mr. Glick tell you on Monday
25 that to repair the substrate, we must remove

1 MR. LEATH: Thank you, Your Honor.
2 Five minutes. Thank you all very much. I'm
3 proud and I commend you for everything you've
4 done and I'm proud of you for listening to it.
5 It's a big case.

6 When we started it, we told you
7 we'd prove some things. We proved them.
8 We told you that there were rules and that
9 Professional Plastering broke them. We told
10 you that the breaking of those rules caused
11 significant damages to our two hundred sixteen
12 homeowners. We told you that it was
13 important, critical in the rules, that a
14 stucco applicator had to strictly conform to
15 the manufacturer's specifications and the
16 building code and the rules and regulations.
17 That's been proved.

18 We've proved to you every aspect of
19 the case that we told you we would do. And
20 now, we also asked you during the opening,
21 that you have two things to decide. One is
22 was Professional Plastering, a, not the, major
23 contributor to these problems? That's not
24 only been proved. That's been admitted. I
25 think you can get beyond that aspect of your

1 deliberations very quickly. Because the
2 defendants have not put up any witness to
3 contrast that, to contest that. They haven't.
4 You haven't heard it.

5 All of the evidence is to the effect
6 that they are a major cause of this problem.
7 The real question for deliberations here is
8 what's the appropriate cost that should be
9 allocated to them.

10 Now, if you'll recall, the analysis
11 done by Mr. Gallagher was that the stucco
12 itself, just that portion of it, repair would
13 cost \$8.7 Million. But we're not asking for
14 that. We're asking for less than that, and
15 Mr. Lucey explained that.

16 And why is that? Because it
17 wouldn't be fair and wouldn't be appropriate
18 for us to ask you for more than the total
19 repair on these buildings, which is \$15,778.00
20 as you'll see in Mr. Gallagher's estimate.
21 And, yes, some of the other folks have paid
22 some part of Professional Plastering's part.
23 You have heard and another thing that we told
24 you in the opening is that the defendants
25 would likely try to blame others. They have

1 attempted that unsuccessfully. And those
2 others have contributed to resolving the
3 problem. And that, furthermore, they would
4 say that it didn't cost this much to repair as
5 we say it does. And that's not true.
6 If I could just utilize for a minute -- if I
7 can find it -- the comparison chart, not in
8 evidence -- yes, here it is.

9 THE COURT: I'm sorry, Mr. Leath, I
10 thought you were done with the overhead. I
11 told her to turn it off. It'll be just a few
12 moments.

13 MR. LEATH: In this comparison
14 chart, when we pull it up, what you'll find is
15 this, as Mr. Anderson told you and as Mr.
16 Pusheck told you. When he did his comparison
17 of his numbers versus Mr. Gallagher's numbers,
18 there was only an 8.7 percent difference --
19 only nine percent difference, except for two
20 areas. One was the fees and the other is the
21 interior stucco repair necessity. He took
22 those out of his. And that's how he got to
23 the low number that he got.

24 Well, we put Mr. Glick back up on
25 the stand to explain that. And, of course,

1 it's up to you to decide whether you think
2 those are reasonable fees and costs or not.
3 But they are the costs that are routinely
4 utilized in a project of this magnitude that
5 might take sixteen months to actually do the
6 construction and to get an architect and
7 engineers. A bond fee is eight and a half
8 percent. But for something like this, which
9 is very complicated, retrofitting and involves
10 being on the project all the time that the
11 time that the guys are there, it's a ten
12 percent cost.

13 The other costs are standard. Those
14 are the only big differences. The \$3,630,000,
15 big difference? That's the interior breeze-
16 ways. We've explained why those need to be
17 repaired, because they're not safe. They're
18 not built right. Nothing is built right and
19 it's not fair to these homeowners to make them
20 live in a partially-repaired building with
21 interiors that are subject to damage if wind
22 causes them problems. Of course they need to
23 be repaired.

24 So when you take those two aspects
25 out of this estimate, then basically there's

1 only a nine percent difference with the \$8.7
2 Million. And if you take nine percent away
3 from the \$8.7, it gets pretty darn close to
4 the money we're asking for here, which is the
5 difference between Mr. Gallagher's repairs and
6 what we've received, the 8.25. That number is
7 \$7,723,225.00. I'll say it again,
8 \$7,723,225.00.

9 Does that make these homeowners
10 completely whole? No. They have to move out.
11 They're going to be inconvenienced. But what
12 it does do, what it does do, is to try to get
13 it back to what they bought and to what should
14 have been built correctly. And that's the
15 minimum, and that's all we're asking for.
16 Nothing above it.

17 You do, however, need to consider at
18 least the aspect of punitive damages in this
19 case. And why do you need to consider that?
20 Well, it's considered because of the violation
21 of the law and the violations of the building
22 code which are the law in this state. And the
23 reason for punitive damages for a jury to
24 bring back is to set an example. To simply
25 say, we, the jury, do not believe that in

1 constructing residences of this size and
2 magnitude, the major investment for people,
3 that it is correct to violate the law. That's
4 the reason that punitive damages are allowed
5 in the law. And it's completely up to you as
6 to all the damages. We ask that you give us
7 that consideration.

8 You will have the form of the
9 verdict. This is essentially what it's going
10 to look like, although it's going to have a
11 different look because the Court's going to
12 give it to you. But I will walk you through
13 it from our perspective and to suggest how one
14 should fill this verdict form out. On the
15 claim of negligence, we, the jury, find in
16 favor of the plaintiffs or defendant. We
17 believe overwhelmingly the proof is that you
18 should find for the plaintiffs.

19 On the claim of breach of the
20 implied warranty of workmanlike service we
21 find for either the plaintiffs or the
22 defendants. Again, it's been absolutely clear
23 and uncontradicted that this implied warranty
24 of good work was breached.

25 And, finally, you get to the real

1 crux of this matter in the case. This one is
2 written out. And it says if you find for the
3 plaintiffs -- the plaintiffs have received
4 settlements in the amount that we told you
5 already of \$8,025,000. And if you find for
6 the plaintiffs, you must find that the
7 plaintiffs are entitled to additional damages.
8 This is damages over and above the \$8,000,000.
9 And this is that line we believe the proof
10 requires a finding of the difference between
11 Mr. Gallagher's total repair estimate and
12 what's been received. And that number is
13 \$7,723,225.

14 And that is the reasonable
15 allocation from all of the witnesses, all of
16 the testimony that you've heard in this case.

17 Had there been a defense to this, if
18 this activity at this level of construction
19 were defensible, if you could defend it, you
20 would have heard it. You didn't, because it
21 is not.

22 Thank you very much for your
23 attention and your assistance to all parties
24 and to the court.

25 THE COURT: All right. Ladies and

1 Gentlemen of the jury, we've reached the point
2 in the trial where I will instruct you on the
3 law applicable to this case. I understand
4 that you've been sitting for awhile. I will
5 give you the option -- my charge is about
6 twenty minutes, so I will give you the option
7 if you would like to go ahead or take a break.
8 Your lunch is also here, however -- so I will
9 give you the option. You can take a short
10 comfort break and return back to the charge
11 and then after the charge you can deliberate
12 and eat your lunch, or we can continue on.

13 FOREMAN: Your Honor, if it
14 please the Court, we will continue on.

15 THE COURT: All right. Is that
16 the consensus of all of you -- (affirmative
17 responses from jurors).

18 All right. Thank you.

19 Ladies and Gentlemen, I remind you
20 that during this trial you and I have had
21 certain duties to perform. As the trial
22 judge, it is my responsibility to preside over
23 the trial of this case and I have the duty to
24 rule on the admissibility of the evidence
25 offered during this trial.

1 You are to consider only the
2 evidence before you. You are to consider only
3 the testimony which has been presented from
4 the witness stand, the exhibits which have
5 been made part of the record in this case, as
6 well as any stipulations of counsel.

7 I have the additional duty to charge
8 you the law applicable to this case. It is
9 your duty as jurors to accept the law and
10 apply the law as I state it to you now. If
11 you have any ideas as to what you think the
12 law is, or what the law ought to be, and it
13 does not agree with what I am about to tell
14 you, you must abandon your own idea(s) and
15 accept the law as I state it to you now.

16 In every case tried in this court
17 before a jury, the jury becomes the sole and
18 exclusive judge of the facts in this case. A
19 trial judge may not make any comments on the
20 facts in this case since you are the sole
21 judge of the facts in this case. Please do
22 not think by anything that I have said or done
23 throughout the process of this trial, or now
24 as I instruct you on the law, that I have any
25 opinion about the facts in this case. The law

1 does not allow me to have an opinion about the
2 facts.

3 The burden of prove in this case is
4 by the preponderance of the evidence. The
5 preponderance of the evidence simply means the
6 greater weight of the evidence. It is
7 evidence which as a whole shows that the fact
8 sought to be proved is more likely true than
9 not true.

10 This can be illustrated by imagining
11 a set of scales. When this case began, the
12 scales are even. After all the evidence has
13 been presented, if the scales remain even or
14 if they tip even slightly in favor of the
15 defendant, then the plaintiff has failed to
16 meet the burden of proof and would not be
17 entitled to recover in this case. If, on the
18 other hand, the scales tip even slightly in
19 favor of the plaintiff, the plaintiff will
20 have met the burden of proof in this case and
21 you should return a verdict for the plaintiff.

22 The preponderance of the evidence is
23 not determined by the number of witnesses.
24 Instead, it must be determined by the greater
25 weight of all of the evidence.

1 There are two types of evidence that
2 are generally presented throughout a trial:
3 direct evidence and circumstantial evidence.

4 Direct evidence is the testimony of
5 a person who claims to have actual knowledge
6 of the facts, such as an eyewitness. It is
7 evidence which immediately establishes the
8 main fact to be proven.

9 Circumstantial evidence is proof of
10 a chain of facts and circumstances indicating
11 the existence of a fact. It is evidence which
12 immediately establishes collateral facts from
13 which a main fact may be inferred.

14 Circumstantial evidence is based on
15 inference and not on personal knowledge of
16 observation. It is proof that does not
17 actually establish the fact in question but
18 asserts or describes something else from which
19 you may either reasonable infer the truth of
20 that fact or at least reasonably infer an
21 increase in the probability that that fact is
22 true.

23 For circumstantial evidence to be
24 sufficient to warrant the finding of a fact
25 circumstances must lead to that fact with

1 reasonable certainty.

2 The facts and circumstances should
3 be considered in light of ordinary experience
4 and common sense. The existence of a fact
5 cannot be left to speculation, surmise or
6 conjecture.

7 The law makes absolutely no
8 distinction between the weight or value to be
9 given either direct or circumstantial evidence
10 nor is a greater degree of certainty required
11 of circumstantial evidence than that of direct
12 evidence.

13 Certain testimony has been presented
14 into evidence by deposition. A deposition is
15 testimony taken under oath before trial and
16 preserved in writing or by mechanical means
17 such as video or audio tape. You are to
18 consider that testimony as if that witness had
19 given it here in court.

20 The rules of evidence ordinarily do
21 not permit witnesses to testify to opinions or
22 to conclusions. An exception to this rule
23 exists for witnesses we call expert witnesses.
24 A witness who by education and experience has
25 become an expert in some art, science,

1 profession or calling may state an opinion as
2 to relevant and material matters in which the
3 witness claims to be an expert and may also
4 state the reasons for that opinion.

5 You should consider any expert
6 opinion received in evidence in this case and,
7 like any other evidence, give it the weight
8 that you think it deserves.

9 If you decide that the opinion of an
10 expert witness is not based on sufficient
11 education and experience or if you conclude
12 the that the reasons given in support of the
13 opinion are not sound or that the opinion is
14 outweighed by other evidence, you may
15 disregard that opinion entirely. An expert
16 witness' testimony is to be given no greater
17 weight than that of any other witness simply
18 because that witness is an expert.

19 Further, you are not required to
20 accept an expert's opinion even though it is
21 not contradicted.

22 Necessarily you must determine the
23 credibility of the witnesses who have
24 testified in this case. Credibility simply
25 means believability. It becomes your duty as

1 jurors to analyze and to evaluate the evidence
2 and determine which convinces you of its
3 truth.

4 In determining the believability of
5 witnesses who have testified in this case, you
6 may believe one witness over several
7 witnesses, or several witnesses over one
8 witness. You may believe a part of the
9 testimony of a witness and reject the
10 remaining parts of the testimony of that same
11 witness.

12 You may believe the testimony of a
13 witness in its entirety or reject the
14 testimony of a witness in its entirety.

15 You may consider whether the witness
16 has an interest in the result of this trial,
17 whether the witness is prejudiced towards
18 either the plaintiffs or the defendant, the
19 opportunity for that witness to have seen the
20 matters and things about which the witness
21 testified, as well as the way that the witness
22 acted on the witness stand.

23 The plaintiff claims that the
24 defendant was negligent and that you should
25 compensate the plaintiff for the injuries that

1 the plaintiff suffered as a result of the
2 defendant's negligence. The defendant owed a
3 duty of care to the plaintiffs to exercise and
4 to use due care in the construction of the
5 condominium and in the work undertaken by the
6 defendant. Therefore, in order to prove that
7 the defendant was negligent the plaintiff must
8 prove by a preponderance of the evidence or
9 greater weight of the evidence the following
10 things:

11 The first of these is whether the
12 plaintiff has proven by a preponderance of the
13 evidence or the greater weight of the evidence
14 that the defendant breached the duty of care
15 by a negligent act or omission.

16 "Negligence" means that a person has
17 done something that a reasonable person would
18 not have done or has failed to do something
19 that a reasonable person would have done in
20 the same situation.

21 The plaintiff must also prove by the
22 preponderance of the evidence of greater
23 weight of the evidence that he suffered
24 damages as a result of the defendant's breach
25 of duty.

1 Finally, the plaintiff must prove by
2 preponderance or greater weight of the
3 evidence that the damages were proximately
4 caused by the defendant's breach of duty.

5 "Proximate cause" is something that
6 produces a natural chain of events which in
7 the end brings about the injury. It is the
8 direct cause of the injury.

9 To prove that the defendant's
10 negligence proximately caused the plaintiff's
11 injury, the plaintiff must first prove
12 causation in fact. This is proven by showing
13 that the injury would not have occurred but
14 for the defendant's negligence.

15 The plaintiff must also prove legal
16 cause. Legal cause is proven by showing that
17 the injury was foreseeable. This means that
18 the injury occurred as the natural and
19 probable consequence of the defendant's
20 negligence.

21 The plaintiff must prove that some
22 injury from the defendant's negligence was
23 foreseeable but does not have to prove that
24 the particular injury that occurred was
25 foreseeable. However, the defendant cannot be

1 held responsible for things which would not be
2 expected to happen.

3 Proximate cause does not mean the
4 only cause. The defendant's act can be a
5 proximate cause of the plaintiff's injury if
6 it was at least one of the direct concurring
7 causes of the injury.

8 I charge you that in order to
9 establish liability that it is not necessary
10 that the person charged with negligence or
11 recklessness should have contemplated the
12 particular event which occurred. It is
13 sufficient that he should have foreseen that
14 his negligence or recklessness would probably
15 cause injury to someone.

16 A defendant may be held liable for
17 anything which appears to have been a natural
18 and probable consequence of his negligence or
19 recklessness. If the actor's conduct was a
20 substantial factor in the harm to another, the
21 fact that he neither foresaw nor should have
22 foreseen the extent of the harm or the manner
23 in which it occurred does not negate his
24 liability.

25 A violation of an applicable statute

1 is negligence *per se*; that is, negligence in
2 and of itself. Proof of violations of the
3 standard building code can be evidence of
4 negligence *per se*, that is evidence in and of
5 itself, if that standard building code has
6 been adopted by a local authority as a
7 statute.

8 Negligence *per se* simply means that
9 you, the jury, need not decide if the
10 defendant acted as would a reasonable man in
11 the circumstances. The statute fixes the
12 standard of conduct required of the defendant,
13 leaving you merely to decide whether the
14 defendant breached the statute. If it did,
15 its failure to take due care is established as
16 a matter of law.

17 The only issues then left for you to
18 determine is whether the defendant's conduct
19 proximately caused damage to the plaintiffs.
20 Accordingly, proof of a violation of a statute
21 is in fact proof of negligence, so that your
22 only concern would then be whether such
23 violation of the statute so shown was the
24 proximate cause of the injury and damage.

25 The violation of a building code is

1 evidence only of negligence. That is, the
2 violation of a building code establishes only
3 that a legal duty for which a builder can be
4 held liable in tort for proximately-caused
5 losses has been violated.

6 The party claiming damages must
7 still prove that the violation of the
8 building code in fact led to or was the
9 proximate cause of the claimed damages.

10 The simple violation of this or any
11 other building regulation or code provision
12 is not enough to permit recovery. The
13 violation must have been the cause or must
14 have contributed to the injury in question.

15 One who undertakes and agrees to
16 construct buildings is liable for any damage
17 proximately resulting from the negligence or
18 unskillful manner in which he constructs the
19 building. In this regard the defendant owes
20 the duty to exercise and use due care in the
21 construction of the condominium and in the
22 work undertaken by the defendant.

23 To establish negligent
24 construction, the plaintiff must prove four
25 essential elements:

1 That there was an undertaking
2 to construct a building by the defendant.

3 That the defendant was
4 negligent or careless in the performance of
5 that construction work; or, stated another
6 way, that he did not perform the work in a
7 good workmanlike manner.

8 That the negligence or
9 carelessness of the defendant in performing
10 that construction work was a proximate cause
11 of the damages sustained by the plaintiff.

12 And the resulting damage must
13 be shown.

14 It is incumbent upon the plaintiff
15 to prove that the defendant was negligent or
16 careless in some aspect of the construction
17 work which he agreed to do. Otherwise, you
18 would be required to find against the
19 plaintiffs.

20 The degree of care which the
21 defendant is called upon to exercise in this
22 case is that degree of care which a person or
23 entity of ordinary reason and prudence would
24 exercise under the similar circumstances and
25 conditions in constructing a building of the

1 kind in question.

2 If such negligence or carelessness
3 on the part of the defendant did exist -- and
4 that fact is totally for you to determine, --
5 your next step would be, is the negligence or
6 carelessness of the defendant a proximate
7 cause of the damages sustained by the
8 plaintiffs.

9 There may be more than one cause of
10 an injury or more than one person may be
11 responsible for an injury. If the negligence
12 of two or more persons combines to cause an
13 injury, each person involved may be held
14 responsible as if that person alone caused
15 the injury.

16 Causes are concurrent if the
17 individual acts of negligence combine to
18 cause the injury. If an injury occurs
19 throughout the concurrent negligence of two
20 of more persons, it would not have happened
21 without the negligence of either person, the
22 negligence is the proximate cause of the
23 injury and both people are responsible.

24 If the acts happened one after the
25 other but were not related to each other,

1 then it would not be concurrent causes. In
2 that case only the person who is negligent,
3 who actually caused the injury, would be
4 responsible.

5 If the concurrent or successive
6 negligent acts or admissions or two or more
7 persons although acting independently of each
8 are in combination the direct and proximate
9 cause of a single injury to the plaintiffs
10 and it is impossible to determine in what
11 proportion each contributed to the injury,
12 all are said to be responsible for the whole
13 injury; even though one person acting alone
14 may not have caused the entire injury or the
15 same damaged might have resulted from the act
16 of the other tort feasons.

17 The chain of causation between the
18 defendant's negligence and the injury may be
19 proven by the independent intervening acts or
20 omissions of another person over whom the
21 defendant has no control. In order to decide
22 whether an intervening act breaks the chain
23 of causation you must determine whether the
24 intervening act or omission was reasonably
25 foreseeable by the defendant. If the

1 intervening act or omission was a probable
2 consequence of the defendant's negligence,
3 the defendant is responsible for the
4 plaintiff's injury. If however you find
5 that the intervening act or omission was not
6 foreseeable, the defendant is not liable
7 unless his actions alone would have caused
8 the plaintiff's injury even without the
9 intervening acts or omission.

10 The plaintiffs allege that the
11 defendant breached an implied warranty of
12 good and workmanlike service.

13 To recover from breach of warranty,
14 it is not necessary that the plaintiff prove
15 that the defendant was negligent. It is
16 sufficient that the plaintiff prove that the
17 act or omissions of the defendant breached
18 the warranty that he provided.

19 The defendant may be liable for a
20 breach of implied warranty even in the
21 absence of any negligence on his part if you
22 find that the warranties that he provided
23 were breached or broken.

24 I charge that those who participate
25 in the construction of a residential

1 structure impliedly warrant that the work is
2 performed in a workmanlike manner with
3 suitable materials.

4 I charge that when one holds
5 himself out as especially qualified to
6 perform work of a particular character, there
7 is implied warranty that the work which he
8 undertakes to do shall be of proper
9 workmanship and reasonably fit for its
10 intended purpose.

11 I charge you that in every contract
12 for work or services there is an unscripted
13 but legally enforceable obligation to perform
14 the agreement in a workmanlike manner.

15 This is a duty to perform the
16 contract skillfully, carefully and
17 diligently. The work need not be performed
18 to absolute perfection or to the personal
19 satisfaction of either party but it must be
20 performed to the satisfaction of the
21 contract. The skill required of a person
22 providing services is the same degree of
23 skill, efficiency and knowledge of those of
24 ordinary skill, competence and standing in a
25 particular trade, profession or business in

1 which the person is working.

2 If you find that the defendant
3 failed to perform the work in a workmanlike
4 manner, you must return a verdict for the
5 plaintiff for damages resulting from the
6 unskillful and unworkmanlike work.

7 The supervision of the various
8 subcontractors is the responsibility of the
9 general contractor. Although a person may
10 have no obligation or duty to another, once
11 he undertakes to perform a certain task such
12 as the construction of a house he is charged
13 with the duty of properly planning,
14 coordinating and supervising the work. If he
15 fails in the performance of his duty, he may
16 be held liable for any damages or injuries to
17 persons which proximately result from his
18 failure.

19 The defendant claims that the
20 plaintiff's injury was not proximately caused
21 by the defendant's negligence but was solely
22 caused by the negligence of another person.
23 The defendant does not have the burden of
24 proving that the negligence of the other
25 person caused the plaintiff's injury.

1 Instead, the burden remains on the plaintiff
2 to prove that the defendant's negligence was
3 the proximate cause of the plaintiff's
4 injury.

5 If you decide that the plaintiffs
6 are entitled to a verdict, your next step
7 would be to decide how much money, if any,
8 the defendant should be required to pay.
9 Actual damages are to compensate the
10 plaintiff for the plaintiff's injuries or
11 loss and to put the plaintiff, as near as
12 possible, in the same position that the
13 plaintiffs were in before the incident
14 occurred.. In other words, actual damages
15 would be the actual losses and expenses which
16 the plaintiff has suffered because of the
17 defendant's acts or omissions.

18 The existence of the amount of
19 damages cannot be left to guesswork or
20 speculation. However, proof of the amount of
21 loss with absolute or mathematical certainty
22 is not required. Damages must be proved with
23 a reasonable degree of certainty.

24 I instruct you that you are not to
25 be governed by the amount of damages asked

1 for by the parties or their attorneys but you
2 are to be governed exclusively by the
3 evidence in this case under the rules of law
4 which I have given you with respect to the
5 measure of damages.

6 If you answer this issue in any
7 amount, you should award such damages as you
8 find from the preponderance of the evidence
9 is fair compensation for any damaged that
10 plaintiff has sustained as a proximate result
11 of the negligence of the defendant. Actual
12 damages should only be awarded in
13 satisfaction of or for the loss of injuries
14 sustained. The goal is to restore the
15 injured party as nearly as possible through
16 the payment of money to the same position he
17 was in before the wrongful injury occurred.

18 If you find that the plaintiff have
19 no losses or injuries for which they are
20 entitled to compensation, then you should not
21 award any damages.

22 Your award must be fair and just.
23 You should remember that you're not seeking
24 to punish either party and you are not
25 awarding or withholding anything on the basis

1 of sympathy or pity.

2 Under the implied warranty of good
3 and workmanlike service, the proximate
4 measure of damages is the actual damages
5 shown to have been sustained so long as those
6 damages are the natural, direct and proximate
7 result of the breach of implied warranty.

8 Incidental damages resulting from the breach
9 of an implied warranty may be recovered.
10 This includes expenses which are reasonably
11 incurred as a direct and proximate result of
12 the breach of the implied warranty.

13 The applicable measure of damages
14 may be shown by cost of repairs, though the
15 plaintiff is not required to prove that the
16 repairs may have actually been made.

17 The plaintiff's actual damages may
18 be shown by a competent estimate of the cost
19 of repairs. Damages place the injured party
20 in the same position as he would have enjoyed
21 had the residence been constructed as
22 warranted.

23 Cost of repair may include the
24 expense necessary to perform the repairs to
25 existing building codes.

1 The typical measure of damages in
2 this case is the difference in the value of
3 the building or house had it been properly
4 constructed and the value of the house or
5 building in its defective condition.

6 Items or elements of the damage
7 that may be shown by the plaintiff are such
8 things as the cost of repairs, depreciation
9 and incidental damages and consequential
10 damages.

11 If you award punitive -- excuse me.
12 If you award actual damages, you may then
13 also consider an award of punitive damages.
14 Punitive damages are intended to punish the
15 defendant for extraordinary and outrageous
16 misconduct and to prevent the defendant and
17 others from committing similar acts in the
18 future.

19 Punitive damages can only be
20 awarded when the conduct of the defendant has
21 been something more than mere negligence.
22 The evidence must establish that the
23 defendant's acts were reckless, willful and
24 wanton; meaning that there was a conscious
25 failure to exercise due care or a conscious

1 indifference to the rights and safety or
2 other, or a reckless disregard thereof.

3 If you find that the defendant's
4 conduct was willful, wanton and reckless, you
5 may award the plaintiff punitive damages.
6 To support an award of punitive damages, the
7 plaintiff must prove by clear and convincing
8 evidence that the conduct complained of
9 included a consciousness of wrongdoing at the
10 time of the conduct.

11 Clear and convincing is more than
12 just a preponderance or greater weight of the
13 evidence which requires only -- which
14 persuades you that a party's claim is more
15 likely true than not true.

16 On the other hand, clear and
17 convincing evidence -- clear and convincing
18 is proof. It's not as high a standard as the
19 burden of proof in a criminal case, which is
20 proof beyond a reasonable doubt.

21 Clear and convincing evidence
22 leaves no substantial doubt in your mind. It
23 means that the evidence is not ambiguous,
24 doubtful or contradictory. Convincing means
25 persuading by proof or argument, causing one

1 to believe in the truth of what is asserted.
2 Clear and convincing proof establishes in
3 your mind not only that the fact is probable
4 but that it is highly probable.

5 Before awarding punitive damages,
6 you must consider and weigh four elements
7 which may be pertinent to the facts of this
8 case:

9 You must first consider the
10 relationship between any punitive damage
11 award and the harm caused. Any penalty
12 imposed should be taken into account the
13 reprehensibility of the conduct, the harm
14 caused, the defendant's awareness of the
15 conduct's wrongfulness, the duration of the
16 conduct and any concealment. Thus, any
17 penalty imposed should bear a relationship to
18 the nature and extent of the conduct and the
19 harm caused, including the compensatory
20 damage award made by you.

21 Secondly, any penalty imposed
22 should take into account as a mitigating
23 factor any other penalty that may be imposed
24 or which may have been imposed for the
25 conduct involved, including any criminal or

1 civil penalty or any other punitive damages
2 award arising out of the same conduct.

3 Next you should consider
4 whether the award of and the amount of any
5 punitive damages award may deprive the
6 defendant of any profits derived from the
7 improper conduct and whether the ill gotten
8 profits should be properly awarded to the
9 plaintiff.

10 Finally, any award of punitive
11 damages must be limited to punishment and,
12 thus, may not effect economic bankruptcy. To
13 this end, the defendant's ability to pay any
14 punitive damages award should be considered.
15 However, the economic bankruptcy factor is
16 not an absolute bar to the award of punitive
17 damages.

18 The plaintiff claims that the
19 defendant acted with recklessness,
20 willfulness and wantonness and, therefore,
21 that the plaintiff is entitled to punitive
22 damages from the defendant.

23 Recklessness means a conscious
24 failure to use reasonable care. A person who
25 is negligent acts carelessly. However, a

1 person who acts recklessly, willfully and
2 wantonly is not only careless but is aware
3 that he is being careless.

4 Ladies and Gentlemen, I will now go
5 over the verdict form. I remind you that the
6 verdict must be unanimous, meaning that all
7 twelve of you must agree.

8 Mr. Foreman, it is your job to
9 write the verdict.

10 There is no significance in the way
11 that I go over the verdict form. It is
12 simply that something has to go on the paper
13 first.

14 (Reading):

15 *In the Court of Common Pleas for*
16 *the Ninth Judicial Circuit. Case Number*
17 *2008-CP-10-0049.*

18 *Number one, on the claim of*
19 *negligence we, the jury, find in favor of the*
20 *... -- the plaintiff or the defendant. You*
21 *will simply check one or the other.*

22 *On the claim of breach of implied*
23 *warranty of good and workmanlike service, we*
24 *the jury find in favor of ... -- the*
25 *plaintiff or the defendant. Again you will*

1 check one or the other.

2 The verdict form indicates that the
3 plaintiffs have received a total of
4 \$8,025,000 in settlements in this matter from
5 other parties. Therefore, any damages that
6 you award plaintiffs would be in addition to
7 those damages already received.

8 If you found in favor of the
9 plaintiff on either of the causes of action
10 on the previous page, and this is a two-page
11 verdict form, you would then state the amount
12 of damages, if any, sustained by the
13 plaintiff. There is a blank for actual
14 damages.

15 Question five: If you awarded any
16 actual damages to the plaintiff, you would
17 then -- if you -- you would state the amount
18 of punitive damages, if any, to be awarded
19 against the defendant. Again, there is a
20 blank for the amount of punitive damages, if
21 any.

22 Mr. Foreperson, you will certify
23 that this is the unanimous decision, meaning
24 all twelve of you must agree, on all parts of
25 the verdict and you will date it. At that

1 point, you will alert the bailiff that you
2 have reached a verdict and we will receive
3 you back in the jury (sic) room.

4 Ladies and Gentlemen, this is the
5 last time that I will say this to you -- do
6 not begin your deliberations, do not discuss
7 this case amongst yourselves. We will be
8 gathering the evidence to go back to you with
9 the verdict form and at that time the bailiff
10 will alert you that you may begin your
11 deliberations.

12 I ask my two alternates to also
13 abide by those rules. We will put the two of
14 you in a separate room and you will receive
15 further instructions at a later time.

16 Ladies and Gentlemen, you may begin
17 eating your lunch at this time. And I
18 appreciate your patience. Thank you. Please
19 rise for the jury.

20 (JURY OUT @ 2:35 P.M.)

21 THE COURT: Thank you. Please be
22 seated. Any objections or corrections to the
23 charge as read?

24 MR. LEATH: Your Honor, I only
25 have one observation on behalf of the

1 plaintiffs, that I feel I need to add in case
2 we should have to go to the Court of Appeals
3 on this issue. The concept of the finding or
4 the plaintiff and awarding damages, if any, I
5 am not sure can be sustained. I think that
6 there has to be some award if there is a
7 finding for the plaintiff. What happened
8 was that we tried a case that resulted ---

9 THE COURT: Let me stop you
10 there. Is that the only objection to the
11 charge?

12 MR. LEATH: Yes, all that I have.

13 THE COURT: Okay.

14 MR. LUCEY: The only one that we
15 have to the charge but we have a closing
16 Motion, Your Honor.

17 THE COURT: A closing Motion?

18 MR. LUCEY: Yes, moving to strike
19 the defendant's representation to the jury
20 that there was a meeting where the general
21 contractor ---

22 THE COURT: All right. We will
23 address that. I just want to get -- to let
24 the jury start deliberating. So that is your
25 only objection, Mr. Leath?

1 MR. LEATH: (No verbal response).

2 THE COURT: Any objection,
3 corrections or additions to the charges read?

4 MS. MAHON: Yes, Your Honor, for
5 the record I do have a few. We object to the
6 charge on workmanlike in the building trade
7 that you charged on. You specifically
8 qualified that work, and we have an objection
9 to that.

10 Also Your Honor charged ---

11 THE COURT: I'm sorry, Ms. Mahon.
12 I know that you are probably tired, as well,
13 but I didn't understand what you said.

14 MS. MAHON: I'm sorry. I was
15 looking down and reading. We have an
16 objection to the charge where you were
17 talking about the specialty -- where you had
18 especially qualified to perform the work
19 there is an implied warranty. We don't
20 believe that's a correct statement of law.

21 Also in that same charge you were
22 talking -- you charged that on every contract
23 there is a legally enforceable duty to
24 perform a workmanlike, uh, product. In
25 *Kennedy v. Columbia Lumber* they said that it

1 was separate between a contract and a tort.
2 What they are seeking here is not a breach of
3 contract but a breach of tort. Therefore,
4 that would not actually be an applicable or
5 proper statement of law in this case.

6 And also, Your Honor, you did
7 charge on depreciation and there was no
8 evidence of depreciation at all.

9 THE COURT: All right.

10 MS. MAHON: And then, just for
11 the record, the cost of repair, we would like
12 to object to that where it says "cost of
13 repair to existing codes." That was not
14 presented in the evidence, nor -- that was an
15 Illinois case, not a case in evidence, in
16 South Carolina.

17 Also the punitive damages charge,
18 we didn't believe was completely -- you said
19 that there were four elements. Anderson
20 lists about ten, twelve. We object to the
21 completeness of that in that it wasn't a
22 proper punitive damages charge.

23 Finally, Your Honor, we object --
24 the easy way to state it for the record, we
25 had submitted a number of other charges that

1 were not charged to the jury. Would you like
2 for me to go through those or would you like
3 to just preserve for the record that ---

4 THE COURT: You may put them in.
5 Paperclip them and we will mark them as
6 Court's 4.

7 (SO ENTERED AS COURT'S EXHIBIT 4)

8 MS. MAHON: Thank you, Your
9 Honor.

10 THE COURT: Thank you.

11 MS. MAHON: And Mr. Anderson is
12 going to address -- yeah.

13 THE COURT: What are you going to
14 address, Mr. Anderson?

15 MR. ANDERSON: Your Honor, I am
16 going to go back to the verdict form and the
17 instructions that were given on the verdict
18 form.

19 THE COURT: Are you responding to
20 Mr. Leath or are you just making an
21 objection?

22 MR. ANDERSON: I am making an
23 objection and asking for an addition.

24 THE COURT: All right.

25 MR. ANDERSON: That would be to

1 renew our earlier objection but also ask that
2 if you are going to -- since you are using
3 that form, we would ask for an additional
4 charge that informs the jury that if they
5 find that the actual damages are less than
6 the amount of settlement, then they can
7 return a zero verdict. It was implied that
8 anything that they give must be over and
9 above the settlement already received. Under
10 the law, if their actual damages don't reach
11 that number, and there is evidence that their
12 actual damages should only be \$4.9 Million,
13 then they would -- they would be required at
14 that point to return a zero verdict because
15 they've already received more than -- and
16 without doing the offset in the court after a
17 verdict is given, I think that's the only way
18 to address this. Is -- that they are
19 essentially asked to give a verdict in excess
20 of \$8 Million, we believe that's an improper
21 charge.

22 THE COURT: Anything further, Mr.
23 Anderson?

24 MR. ANDERSON: Your Honor, I
25 would ask for some clarification on Mr.

1 Leath's comment requesting -- I believe that
2 he was requesting an additional charge on the
3 "any damages" issue.

4 THE COURT: Are you joining in
5 his request, Mr. ---

6 MR. ANDERSON: I am sure that I
7 am probably not but -- anyway. I would just
8 ask for a clarification from him if that is
9 permissible.

10 THE COURT: You would ask for
11 clarification from him or from his request?

12 MR. ANDERSON: As to what he was
13 asking for. I was confused about what he was
14 actually asking for.

15 THE COURT: He just -- pretty
16 much along the same lines, Mr. Anderson, that
17 it's okay for them to put zero, that they
18 don't have to put anything; correct, Mr.
19 Leath?

20 MR. LEATH: No, Your Honor. It's
21 sort of the converse of that. We had a case
22 that went to the Court of Appeals some years
23 ago because that is exactly what happened,
24 'find for the plaintiff zero dollars.' It
25 was held up as an improper verdict. You

1 could find for the defendant but you couldn't
2 find for the plaintiff nothing. Inconsistent
3 verdict. We had to try the case again. So I
4 think that if we are asking for something
5 here that it is a curative instruction, that
6 if you do find for the plaintiff that you
7 must award something. They could award
8 'seventy-five cents' or 'a dollar' or they
9 could find for the defendant, but I don't
10 believe that they can find for us and award
11 us zero.

12 THE COURT: But you would agree
13 that they would have had to have found actual
14 damages, some actual damages -- even if it
15 was seventy-five cents -- in order to award
16 punitives; correct?

17 MR. LEATH: Oh, yes, Your Honor.

18 THE COURT: All right.

19 MR. LEATH: That's clear.

20 THE COURT: All right. With
21 that, nothing further?

22 MR. LEATH: No.

23 THE COURT: All right. Mr.
24 Anderson?

25 MR. ANDERSON: Your Honor, if

1 you are using a straight verdict form, then
2 that might be the rule, but I still think
3 that since you have given them a bar and said
4 that 'you need to award something over eight
5 million', or damages in excess of that, they
6 need to be told that it's okay -- that in
7 this case that it would be okay to bring back
8 a verdict of zero.

9 Because if they find, as in my
10 example, if they find that our proposal was
11 the correct analysis for the damages, then
12 the plaintiffs are already been made whole --
13 twice.

14 THE COURT: Your exception is
15 noted for the record. The verdict form
16 clearly says that it would be in addition to
17 those damages already received. I believe
18 that it is very clear. I am striking the "if
19 any" from the actual damages and I believe
20 that addresses all of the concerns.

21 My staff has been working very
22 hard, so -- and I know that you need Mr.
23 Dawkins to proffer but my staff is going to
24 have a lunch break. So we will take forty-
25 five minutes unless there is something else

1 of clarification, if punitive damages are
2 awarded in any case, to whom are the proceeds
3 paid?" Signed the jury foreman. How do you
4 wish for the court to answer that, if at all.
5 Mr. Leath?

6 MR. LEATH: Your Honor, the true
7 answer is that they pay the plaintiffs.

8 THE COURT: Mr. Anderson?

9 MR. ANDERSON: That is the true
10 answer, Your Honor. I think maybe just
11 inform them that all damages go to the
12 plaintiff.

13 THE COURT: All right. I will
14 simply indicate "to the plaintiffs". Thank
15 you -- (tenders note to bailiff to return to
16 jury).

17 Now we have reached the stage where
18 I will allow you to proffer the testimony of
19 Mr. Dawkins. Mark that as Court's 5.

20 COURT REPORTER: I need those
21 exhibits ---

22 CLERK: They are bringing them
23 back now, Your Honor, there was a stack of
24 them, they are brining them back now.

25 THE COURT: Thank you. Counsel,

1 before you turn those in to my court
2 reporter, I just want to make sure that we go
3 through -- you're going to represent that
4 those are the ones the you presented to us
5 that we did not include, so I want to make
6 sure that ---

7 MS. MAHON: Yes, Your Honor, I've
8 got those.

9 THE COURT: The jury
10 instructions.

11 MS. MAHON: Yes, ma'am.

12 THE COURT: I just want to make
13 sure that those are indeed the jury
14 instructions that you did present that we did
15 not include.

16 MS. MAHON: Yes, Your Honor.

17 THE COURT: Thank you. Mr.
18 Dawkins, please remember that you are still
19 under oath.

20 The point of this testimony, Mr.
21 Anderson, just so that I am clear and the
22 record is clear, uh, you disagree with the
23 court's ruling that Mr. Dawkins should not
24 have been qualified as an expert. Is that
25 correct?

1 MR. ANDERSON: That is correct,
2 Your Honor.

3 THE COURT: So the point of this
4 proffer is to do what?

5 MR. ANDERSON: Your Honor, I
6 believe that in order to get a complete
7 record that we need to make a proffer of what
8 his expected testimony would be in order to
9 gauge the prejudice caused by the lack of his
10 testimony. So it would be to ---

11 THE COURT: All right. And, Mr.
12 Anderson, you would agree that in no way is
13 this testimony, because we had a substantial
14 *voir dire* concerning his qualifications as an
15 expert or not as an expert. This merely goes
16 to the prejudicial prong, is that correct?

17 MR. ANDERSON: If I understand
18 Your Honor correctly, you are indicating that
19 I should not go back through his ---

20 THE COURT: We have already had
21 about thirty-five or forty minutes, almost an
22 hour, of going over whether or not he should
23 have been qualified as an expert or not and
24 his qualifications. I believe that the
25 record is abundantly clear.

1 The purpose of this proffer is, in
2 my opinion, and what I want from you is what
3 his testimony as an expert would have been
4 had he been qualified as an expert only.

5 MR. ANDERSON: Yes, ma'am.

6 THE COURT: Thank you.

7 MR. ANDERSON: If Your Honor
8 please, just note for the record that his
9 earlier proffer would be in conjunction with
10 his testimony at this time. I will not re-
11 run through it, but if it is required on
12 review should that be done, that they be
13 considered together. I think ---

14 THE COURT: I think the only time
15 -- I don't know that it need be considered
16 together but you've made your contemporaneous
17 objection and this is an appropriate time for
18 you to do your proffer. Thank you.

19 MR. ANDERSON: Thank you, Your
20 Honor. If I may, ---

21 THE COURT: You may.

22 (WITNESS TAKES STAND)

23 CHRISTOPHER DAWKINS, being duly
24 sworn to tell the truth, the whole truth and
25 nothing but the truth, testified, as follows:

1

2

DIRECT EXAMINATION

3 BY MR. ANDERSON:

4 Q. Mr. Dawkins, would you please state for
5 the record what investigation that you did at
6 Fenwick?

7 A. Yes. I did four days of observing cuts
8 conducted by Mr. McGee and his staff, that
9 was from June 8th through June 11th, 2010.

10 Q. Okay.

11 A. Now, I revisited this site but no colds
12 were done on that date; December of 2010.

13 Q. Okay.

14 A. For about three or four hours.

15 Q. Would you please tell us what documents,
16 drawings, reports, photographs that you have
17 reviewed in preparation for your
18 investigation or as part of your
19 investigation?

20 A. If I could summarize, ---

21 Q. If you would just tell us what you
22 considered, please.

23 A. I looked at the Glick, the Myles Glick,
24 report and PowerPoints and also reviewed some
25 of his deposition testimony; reports by SME,

1 Hinkle Martin Associates, G.R. McManus, H2L;
2 a number of correspondence documents that --
3 it appears during the construction phase and
4 some post-construction phase between Summit
5 Contracting and other parties or from the
6 architects of the project. I've looked at
7 some of the building plan sheets, some of
8 those specification sections; Magna Wall
9 technical literature, brochures;
10 and I've also looked at the Professional
11 Plastering, North Florida Framing, Los Campos
12 and Johnson Roofing at work.

13 Q. All right. When you talk about the
14 Magna Wall information, does that include the
15 engineering reports?

16 A. Yes.

17 Q. I believe that those were put into
18 evidence. What years were those?

19 A. There was one dated 1997 that I didn't
20 look at too closely and then one dated in
21 2000 and another in 2002.

22 Q. Which one of those apply to this job?

23 A. The one dated in 2003.

24 Q. From your study of the drawings and
25 review of Glick's reports, visits to the

1 project, photographs and other documents that
2 you have reviewed and listed for us, are you
3 able to give us an overview of the general
4 conditions of the project?

5 A. Yes.

6 Q. And did your observations, the informa-
7 tion that you obtained in your investigation,
8 provide you with the necessary information to
9 form opinions concerning the application of
10 the stucco and the causes of water intrusion
11 on the Fenwick project?

12 A. Yes.

13 Q. Please tell us what you found as far as
14 the application of the stucco.

15 A. The application of the stucco was -- it
16 looked to me like it was pretty good. In
17 other words, there was not a lot of cracking
18 or abnormal move that was visible on the
19 walls. As I have already discussed, there
20 was cracking in two places where later we
21 discovered that there was water intrusion.
22 But it seemed like the cracking and the
23 problems with the stucco were closely tied,
24 with water intrusion below -- you know,
25 behind the water intrusion -- systems that

1 were below the stucco.

2 Q. When you say below the stucco, what do
3 you mean?

4 A. I'm talking about between the stucco and
5 the wall sheath.

6 Q. What significance would that have?

7 A. Well, any time water starts getting to
8 wood, wood swells. When wood swells, it
9 begins to move -- wood swelling and movement
10 are the same thing. Then of course as the
11 air, natural air, evaporates back out after
12 it has been wetted it shrinks again. When
13 that movement starts occurring, then it
14 starts causing any of the fasteners that are
15 holding the stucco system to the substrate to
16 begin to move and therefore crack -- if
17 that's the right way to put it.

18 Q. In that scenario, would there have to be
19 water on the -- with the surfaces?

20 A. At those locations, yes. You could get
21 cracking attributed to some other thing also
22 but that's what I did not see. I did not see
23 cracking in the field areas away from, say,
24 windows, roof wall terminations and ---

25 Q. And what does -- cracking in the field

1 areas, what does that signify?

2 A. That would signify issues with attach-
3 ments or embedment, some of the issues that
4 were raised in Mr. Glick's reports.

5 Q. So there are external signs that do show
6 up if you have improper attachment?

7 A. Yes. You get, uh, the walls sort of
8 "start pulling away", if that's the right way
9 to put it, buckle, buckle and/or crack is
10 probably the right way to say that.

11 Q. Did you observe that condition at all
12 out at Fenwick?

13 A. I did not. I only observed issues where
14 there was cracking at water intrusion.

15 Q. And ---

16 A. Let me back up. There was one building
17 -- and we found it possibly in another, but
18 there was one building where there was
19 cracking and an obvious trial repair. I
20 believe that it was Building 9, but I'd need
21 to go back, you know, ---

22 Q. All right.

23 A. There was -- there were a few minor
24 exceptions but that was the big exception, if
25 that is the right way to put it.

1 Q. All right. In this condition in
2 Building 9 had been repaired; is that
3 correct?

4 A. I believe so. And I could be wrong on
5 that building number. I would have to go
6 back to find it, but.

7 Q. Thank you. Are we dealing with a
8 residential or a commercial project here?

9 A. We are dealing with a commercial
10 project.

11 Q. And which code applies, the IBC or the
12 IRC?

13 A. It would be the International Building
14 Code 2000.

15 Q. And what is the difference between the
16 International Building Code and the
17 International Residential Code?

18 A. Well, the residential code applies to
19 the single-family and two-family residences
20 and it also has a limitation on the number of
21 stories.

22 Q. What is that limitation?

23 A. What's that?

24 Q. What is the limitation?

25 A. I believe two stories but there may --

1 no, I think it's two but I don't have that
2 committed to memory.

3 Q. Within the documents concerning the
4 construction of this project, did you review
5 any of the certificates of occupancy?

6 A. I did not. I did not look at
7 certificates of occupancy.

8 Q. Assuming that a certificate of occupancy
9 was given on these buildings, what would that
10 signify to you?

11 A. That the building was substantially
12 complete and ready to live in.

13 (NOTIFIED OF VERDICT @ 3:54 P.M.)

14 THE COURT: Mr. Anderson, we have
15 a verdict. We can continue this after we
16 receive the verdict.

17 MR. ANDERSON: All right.

18 THE COURT: Mr. Dawkins, I need
19 for you to step down. You may leave your
20 stuff right there. Thank you.

21 (WITNESS STEPS DOWN)

22 THE COURT: Anything before we
23 bring in the jury, from the plaintiffs?

24 MR. LEATH: Nothing from the
25 plaintiffs, Your Honor.

1 THE COURT: From the defendants?

2 MR. ANDERSON: No, Your Honor.

3 THE COURT: Thank you. Let's
4 bring in the jury.

5 (JURY IN @ 3:56 P.M.)

6 THE COURT: Thank you, please be
7 seated. You may now publish the verdict.

8 CLERK: (Reading):

9 *In the State of South Carolina,*
10 *the County of Charleston, I the Court of*
11 *Common Pleas for the 9th Judicial Circuit, in*
12 *the case of Mark Teseniar and Nan Teseniar,*
13 *on behalf of themselves and others similarly*
14 *situated, and Twelve Oaks at Fenwick Property*
15 *Owners Association, Inc., (from December*
16 *16th, 2008 to present), who are the*
17 *Plaintiffs in the case versus Professional*
18 *Plastering & Stucco, Inc., who are*
19 *Defendants. The case number is 2008-CP-10-*
20 *0049.*

21 *On the claim of negligence, we,*
22 *the jury, find in favor of the Plaintiffs.*

23 *On the claim of breach of*
24 *implied warranty of good and workmanlike*

1 service, we, the jury find in favor of the
2 Plaintiffs.

3 The Plaintiffs received a total
4 of \$8,025,000 in settlements of this matter
5 from other parties; therefore, any damages
6 that you award the plaintiffs will be in
7 addition to those damages already received.

8 If you found in favor of the
9 plaintiffs on either cause of action, please
10 state the amount of damages sustained by the
11 plaintiffs: Seven Million Seven Hundred
12 Twenty-three Thousand Two hundred Twenty-five
13 Dollars (\$7,723,225.00) in actual damages.

14 If you have awarded any actual
15 damages to the plaintiffs, please state the
16 amount of punitive damages, if any, to be
17 awarded against the defendants: zero
18 dollars in punitive damages.

19 I hereby certify that this
20 decision is the unanimous decision of the
21 court, signed Chris Nelson, Foreperson.
22 Dated May 13th, 2011.

23 Mr. Foreperson and ladies and
24 gentlemen of the jury, if this is verdict and

1 this is still your verdict, please raise your
2 right hand -- (unanimous affirmative
3 responses from jurors).

4 THE COURT: Let the record
5 reflect that all twelve have raised their
6 right hand. You may place your hand down.
7 Thank you.

8 CLERK: Your Honor, the verdict
9 stands.

10 THE COURT: Thank you, Mr. Clerk.
11 This is the first verdict that he has
12 received, so I appreciate your patience.
13 Thank you, Mr. Clerk.

14 Anything further from the
15 plaintiffs?

16 MR. LEATH: Nothing from the
17 plaintiffs, Your Honor

18 THE COURT: Anything further from
19 the defendants, of the jury?

20 MR. ANDERSON: Not from the
21 jury, Your Honor.

22 THE COURT: Thank you. Ladies
23 and Gentlemen, this concludes your service to
24 this case. It also concludes your service
25 for the week. If you would, please wait for

1 just a few moments in your jury room, I would
2 like to come in and personally thank you for
3 your service to Charleston County. Please
4 rise for the jury.

5 (JURY DISMISSED @ 4:00 P.M.)

6 THE COURT: Anything further from
7 the plaintiffs?

8 MR. LEATH: Northing further from
9 the plaintiffs, Your Honor.

10 THE COURT: Anything further, Mr.
11 Anderson, from the defendants?

12 MR. ANDERSON: Your Honor, we
13 would ask for ten days to make our post-trial
14 Motions.

15 THE COURT: Mr.. Anderson, was it
16 made clear to you that I heard post-trial
17 Motions immediately following the verdict?

18 MR. ANDERSON: Your clerk
19 informed us of that, Your Honor, however I
20 would make application, uh, and the reason
21 that I am asking for that is due to the
22 duration of this trial and the timeframe that
23 we've been working under. I would ask that
24 we be granted ten days or I would be -- or it
25 would be very beneficial to have ---

1 THE COURT: Mr. Anderson, here's
2 what I will do. I will go speak to the jury
3 because there's one that needs to go quickly
4 and I like to personally thank them for their
5 service. What I would like for you to do
6 while I'm gone, it'll be about ten minutes,
7 if you would at least articulate the Motions
8 that you would like to make and then I will
9 allow you ten days to brief that, and I will
10 consider that and we will handle it that way.

11 MR. ANDERSON: Thank you.

12 THE COURT: We will be at-ease.
13 And, Mr. Anderson, do you need to continue
14 with your proffer of Mr. Dawkins or do you
15 wish to continue that at a later time, as
16 well?

17 MR. ANDERSON: With him here, I
18 would like to complete ---

19 THE COURT: All right. Thank
20 you.

21 (JUDGE EXITS/RETURNS TO COURTROOM)

22 THE COURT: Please be seated.
23 Mr. Dawkins, let's try this one more time.
24 I appreciate your patience.

25 (WITNESS TAKES STAND)

1 CHRIS DAWKINS, having been
2 previously sworn, testified as follows:

3 EXAMINATION RESUMED

4 BY MR. ANDERSON:

5 Q. Mr. Dawkins, to continue here, based on
6 your experience and your investigation and
7 views of the Fenwick project, could you tell
8 us what would be the anticipated life
9 expectancy of the building or the stucco at
10 Fenwick?

11 A. I would say about twenty to thirty
12 years.

13 Q. Why do you say twenty to thirty years?

14 A. Just based on the typical life
15 expectancy of hardcoat stucco systems.

16 Q. In what capacity have you replaced
17 stucco or performed operations that will
18 allow you to make that opine -- from which
19 you would derive that answer?

20 A. Just based on experience in facility
21 management-type roles or consulting roles.
22 That's about all. I mean, I haven't been
23 around buildings that have lasted that long
24 because I haven't been there, but that's just
25 based on my knowledge of the system and other

1 claddings. That's the norm.

2 Q. Would you define for us what a primary
3 weather barrier is?

4 A. It's what stops water from getting to
5 the wall cavity or basically the outside of
6 the wall cavity; which in a wood frame
7 system, such as we are looking at here, is
8 the OSB or the sheathing.

9 Q. Okay. What is the primary weather
10 barrier and waterproofing barrier on the
11 buildings at Fenwick?

12 A. It's the Tyvek-type building wrap along
13 with its integrated flashings.

14 Q. How does the -- behind the stucco there
15 is another barrier of paper?

16 A. That's right.

17 Q. Is that known as paper-backed lath?

18 A. It's the paper component of the paper-
19 backed lath.

20 Q. Where is that in relationship to the
21 primary barrier?

22 A. It's on the exterior side of that
23 primary barrier.

24 Q. Is there anything between those two?

25 A. Just air.

1 Q. How does the primary -- excuse me -- how
2 does the paper-backed lath fit into the
3 system on this building?

4 A. It's basically laid over it, would be
5 the best way to put it in layperson's terms.
6 It's laid over the front face of that Tyvek
7 barrier.

8 Q. So it would be in the same position that
9 the HardiePlank was?

10 A. It would be -- that's correct, it would
11 be exactly -- it would be on the same base as
12 where the HardiePlank was, correct.

13 Q. Now, in order for the paper-backed lath
14 to become the primary barrier, what would you
15 have to do with that?

16 A. It would have to be integrated into the
17 rough openings, integrated behind all the
18 flashings of the -- and the roof, anywhere
19 where the roof and walls come into contact,
20 it would have to be integrated in with the
21 balconies, underside, top side of the
22 balcony-type. I think that's about it.

23 Q. All right. Would ---

24 A. It would have to be fully integrated
25 into any opening or any protrusion of the

1 wall would probably be the right way to say
2 it.

3 Q. So it would also have to be integrated
4 within the window system?

5 A. Right, that's correct.

6 Q. All right. And to make the paper-backed
7 lath the primary weather barrier, would it
8 have to go in before the windows or -- excuse
9 me. In what sequence would the paper-back
10 lath be installed in a window installation?

11 A. It would have to be installed either at
12 the same time as the window or that would all
13 have to be planned out so that the flashing -
14 - the flashings that are done in the windows
15 separately, so that there was a place left
16 for the lath or the paper of the lath to be
17 lapped under, say, the sill area of a window.
18 That would also entail a lot of additional
19 work because the paper-backed lath is exactly
20 what it says, the lath is on top of the paper
21 and there would be places where you would
22 have to lap paper and then move lath or add
23 extra lath to accommodate all those
24 terminations, such that it would become the
25 primary barrier.

1 Q. Did you see any evidence at the Fenwick
2 project that the paper-backed lath was acting
3 as the primary barrier?

4 A. No, it was -- no it -- the answer is no.
5 Sorry.

6 Q. Okay. All right. What led you to the
7 conclusion that it was not the primary
8 barrier, from looking at the installation?

9 A. That the windows were integrated or were
10 attempted to be integrated with the Tyvek
11 paper, or the building wrap is a better way
12 to put it, a better term.

13 Q. Thank you. Could you tell from viewing
14 the -- well, could you tell out at Fenwick
15 the sequence of installation at the windows?

16 A. It looked like the windows and the
17 building wrap had been done at the same time
18 because they were tied together in some form.

19 Q. When Professional Stucco arrived at a
20 window or at a wall that had windows already
21 installed, what would they see?

22 A. It appeared that they would see a
23 building wrap and they would see aluminum
24 tape that had been installed incidental to
25 the window installation, around the

1 perimeters of the window. They would start
2 from there.

3 Q. Is there an exhibit that would
4 illustrate that?

5 A. I believe so.

6 Q. Could you tell us what that exhibit is?

7 A. Let me see if I can find it. We looked
8 at it this morning.

9 MR. ANDERSON: Your Honor, how
10 would you like the exhibit marked? As a
11 court's exhibit?

12 THE COURT: He's saying he looked
13 at them this morning, was it already marked?

14 MR. ANDERSON: It was not.

15 THE COURT: It was not marked.

16 MR. DAWKINS: It was part of
17 those that we were looking at -- well, I was
18 thinking of photos. Yes, it's depicted in
19 the plans and it is also depicted in the
20 general aluminum installation instructions.

21 THE COURT: That will be Court's
22 6.

23 (SO ENTERED AS COURT'S EXHIBIT 6)

24 EXAMINATION CONTINUED

25 BY MR. ANDERSON:

1 Q. If I could ask you to circle the
2 applicable picture on there, or what looks
3 like the ---

4 A. It is the one that is labeled "apply
5 head flashing", in sequence with several
6 others.

7 Q. All right. What was then done by
8 Professional Plastering when they -- well,
9 can you tell us what would be on the wall,
10 work from the OSB out, once the window
11 installation was complete?

12 A. Not including what was in their scope of
13 work, but everything?

14 Q. Just bring everything out, yes.

15 A. (Affirmative nod), everything out.

16 Okay. We start with the OSB sheathing and/or
17 maybe some framing, support lines, and then
18 the building wrap, the white Tyvek-type
19 building wrap at the windows -- that should
20 have been integrated at the windows and
21 there's a whole lot of detail in the -- if
22 you'd like for me to go into that at this
23 point.

24 Q. I was going to ask you what was the
25 process of integrating the Tyvek or the

1 building wrap into the window.

2 A. Okay. At the -- it would be -- the
3 Tyvek would be wrapped into the window, the
4 X-cut that has been discussed already, but
5 then a sill flashing would be added at the
6 sill. This is in accordance with general
7 aluminum instructions. Then the head of the
8 window would actually -- the paper would be
9 pulled up at that location so that the paper
10 covered the top flange and ---

11 Q. What condition did you actually find at
12 Fenwick?

13 A. Well, we found that the top -- at the
14 top of the window, that had been just
15 terminated behind the flange of the window.
16 In other words, turned into the rough opening
17 and the window put up against that opening;
18 which is a reverse lath, incorrect
19 installation.

20 Q. And then was there flashing at the head
21 of the window?

22 A. Right. There is a flashing that should
23 be -- should be under the paper, should be
24 over the flange, over the vertical flange at
25 the head and then under the paper. We found

1 that -- we've talked about that earlier as a
2 Z flashing. That Z flashing should have been
3 -- the vertical, like this, should have been
4 under the paper and then coming out from
5 behind the paper over the head of the window.
6 What we found in the cuts was the paper
7 terminated behind the flange rather than
8 outside it. Then the flashing that should be
9 under the paper terminated on the outside of
10 the paper.

11 Q. What is the result of that
12 configuration?

13 A. The result of that is that if any water
14 gets to that barrier and it's coming down at
15 the end of the window it's going to be
16 diverted into the rough opening by virtue of
17 the reverse lath with the flange, nailed
18 flange.

19 Q. Was that configuration created by
20 Professional Plastering?

21 A. Based on all my document research, no.

22 Q. Is that after reviewing their scope of
23 work?

24 A. That's after reviewing their scope of
25 work and North Florida Framing's scope of

1 work.

2 Q. And there are specific sections in North
3 Florida Framing's scope of work that set out
4 the application of the Z flashing and the
5 other assembly of the window?

6 A. I believe that it's like "A" (phonetic)
7 of North Florida's scope, which asked for the
8 Z flashing to be installed in accordance with
9 the manufacturer's instructions. Yes.

10 Q. And then the peel-and-stick aluminum
11 tape would be applied?

12 A. Yes, that would be following the general
13 limit on construction.

14 Q. And then what would be the next trade
15 that would arrive at the window?

16 A. The next trade would be Professional
17 Plastering.

18 Q. Would they be able to see the reverse
19 lath?

20 A. They would not be able to see it because
21 the aluminum tape had been installed in
22 front, you know in front of -- by North
23 Florida Framing. So they wouldn't -- they
24 just needed aluminum tape up at the front of
25 the window and also at the still of the

1 window. At the sill of the window, they
2 should be seeing that second piece of
3 flashing terminating out in the lower flange
4 inbetween the building wrap and the flange.
5 But that is also covered by tape, so they
6 would not be able to see what either --
7 either of the wrap installations.

8 Q. Would they have had notice of an
9 incorrect installation or an error of the
10 work that they were seeing?

11 A. No, not based on what they could see.
12 Not based on what we could see when we did
13 the cuts. They didn't have that benefit.

14 Q. Were there any other -- other than the
15 reverse lath, was there anything else about
16 the integration of the building paper that
17 would have -- that would affect the
18 waterproofing of the building?

19 A. I don't believe so. I mean, we've
20 talked about the reverse lath at the top and
21 the flashing reverse lath also at the top and
22 then the lack of a second sill tape at the
23 bottom. I believe that covers it.

24 Q. At the bottom, what was the condition
25 about bringing the Tyvek into the opening?

1 A. It appears that it was nothing. They
2 had just -- a couple of interior cuts that we
3 could see, you could visibly see the X cut of
4 the Tyvek at the interior locations and then
5 some of the exterior cuts. There was no --
6 nothing but the Tyvek where the lower flange
7 or where the sill flange met the Tyvek. So I
8 could see it.

9 Q. Does that mean that there was no sill
10 flashing?

11 A. It means that there was no evidence of
12 it. A window wasn't pulled but from
13 everything that I could see, and multiple
14 cuts, it wasn't there. We were specifically
15 looking, I was specifically looking for it.

16 Q. But were there any other conditions at
17 the corners of the windows?

18 A. Just the -- I could tell the Tyvek was
19 cut and the interior locations, where there
20 were interior cuts taken, I could tell that
21 there was an X cut made but I had limited
22 visibility of its locations.

23 Q. Item number seven talks about tapering
24 of the flashing, do it not?

25 A. It does.

1 Q. What is your interpretation after your
2 investigation of the area as to what that
3 means?

4 A. It appeared to me that that was like a
5 redundant taping of the window that the, uh,
6 that Summit Contracting wanted Professional
7 Plastering to do.

8 Q. Is that the additional covering that the
9 peel-and-stick called for, the protector
10 wrap?

11 A. Yes, it's the six-inch wide self-
12 adhering membrane, perm a barrier wall sill
13 tape manufactured by W.R. Grace or approved
14 equal.

15 Q. Is there any other flashing that could
16 have been installed at that window by
17 Professional Plastering, in the condition
18 that they received the window?

19 A. Not -- no.

20 Q. So there was only one alternative for
21 them, would be the application of that tape?

22 A. The tape and, as I said, I thought that
23 was kind of redundant but it certainly --
24 redundancy always helps a little bit, but --
25 but it was redundant.

1 Q. Were you able to observe how the stucco
2 was embedded within the lath?

3 A. When we were there doing the cuts, yes.

4 Q. What did you find?

5 A. It looked to me like it was embedded
6 generally well.

7 Q. Now there had been a number of photo-
8 graphs offered by the plaintiffs showing
9 their lath. Can you -- I am going to hand
10 you what is an example or if you see a better
11 example you can certainly go to it. There
12 appears to be bare lath at corners and in
13 other areas of which there are photographs.
14 Have you reviewed those?

15 A. I've reviewed those. Let me -- I have
16 gotten to review those and I have portions of
17 them here in my file also.

18 I think that was the second cut that was
19 done. So far I haven't seen any in the first
20 wave.

21 Q. All right.

22 A. (Reviewing) -- and there's one on --
23 it's in destructive test number eight, based
24 on my -- he is not talking embedment there.
25 Sorry.

1 Q. Does it illustrate the embedment issue?

2 A. It kinda -- it does to a degree,

3 (affirmative nod).

4 Q. All right.

5 A. It shows -- you can see some lath but
6 you've got to realize that a lot of these
7 places, the short summary of this is that --
8 you see some lath exposed and not embedded at
9 these locations but typically they are

10 occurring where there is a build-out. So
11 there were several layers of lath put up.
12 The stucco is embedded in the outermost lath
13 or even the outermost two laths.

14 But then all that lath is attached to
15 the wall, so a lot of the places where
16 embedment was raised as an issue were at
17 these build-outs and there were no cracks or
18 any -- or any distortion of the wall, any
19 buckling, anything going on to indicate that
20 there was a problem there. But then you make
21 a cut and, yeah, there is no embedment
22 because you're looking at multiple layers of
23 lath. That's ---

24 Q. How long have these buildings been
25 there?

1 A. At the time that I was there, about nine
2 years. I -- I just found couple here of what
3 I've been talking about.

4 Q. All right.

5 A. It's in destructive test number nine,
6 pages forty-six, forty-seven and forty-eight.
7 Same with forty-nine and fifty. Those are
8 describing -- there is definitely no
9 embedment in those, in three of those photos.
10 There is embedment in the one that was taken
11 away. And what we are looking at here is the
12 first layer of lath that was not -- it was
13 covered up by some additional layers above
14 it, if that is the right way to put it.

15 Q. Now, is it required that all -- that any
16 piece of lath that is up there be embedded?

17 A. No. Because the -- we're talking about
18 a deck or a build-out, not the field area of
19 the wall, so the answer is no.

20 Q. Now, there were concerns raised about
21 the use of one-inch fasteners and the ability
22 to get them fully embedded, per the
23 instructions.

24 A. Right. If this was a three-coat system,
25 the, uh, -- which is, you know, everybody

1 when they think of hardcoat, they all think
2 of that. Fair enough. This is a
3 manufactured proprietary system, so it's
4 different.

5 Q. What are the requirements -- if you
6 would look at ER4776 July 2000, I believe
7 that it is paragraph 2.1 -- 2.3.1?

8 A. Right. It requires a one-inch
9 penetration. It basically says that if the
10 plywood or oriented strand board, complying
11 with Section 2.2.A or 2.2.9 of this report is
12 installed as a substrate, which we had in
13 this case, the boards and wood frame members
14 may be combined in determining the one-inch
15 penetration requirement for corrosion-
16 resistant factors. So it allows for a one
17 inch rather than for a common one-and-a-
18 quarter inch or more if you're dealing with a
19 three-coat, seven-eighths inch thick, system.

20 Q. What about the fact that it is not in
21 the stud?

22 A. It should be, it still should be in the
23 stud. It still should be through the
24 sheathing and into the stud. But what this
25 was, we've got half-inch sheathing here, so

1 half of that -- a half inch of that one inch
2 would be in the stud.

3 Q. Okay. There were issues raised about
4 the thickness of the stucco. Could you
5 please ---

6 A. Yes.

7 Q. --- tell us about that?

8 A. Yes. Some of the -- and some of the
9 pictures are just stated as facts and they
10 are the facts as they are. They show some
11 measurements even. The -- comments made of
12 varying thickness. Well, yeah, we're three-
13 eighths inch thick at the field area of the
14 wall or maybe half an inch thick and then at
15 the build-out we're an inch-and-a-quarter
16 thick. That's of course varying thicknesses
17 because it was called for in the design.

18 The other issue with varying thickness
19 is that the plane, the vertical plane of the
20 sheathing was not true. So you could have a
21 board pushed out a little bit, towards the
22 exterior, and the board under it not and that
23 would definitely cause a variation in
24 thickness, because Professional Plastering
25 has set three-eighths inch control joints or

1 casing beads at their wall panels and then
2 got -- they've got to plumb with that, but
3 the sheathing is pushing into that. So you
4 might get a variability in thickness across
5 the panel because the sheathing was not
6 plumb.

7 Professional Plastering -- with us doing
8 cuts, Mr. McGee doing cuts or Mr. Glick doing
9 cuts -- I've having an opportunity to look at
10 Mr. Glick's photos and to also be there when
11 the other team is doing cuts. I could see
12 that. I could see that after the -- after
13 the ---

14 Q. Would Professional Plastering be able to
15 see those variations in the sheathing?

16 A. Not readily because it was covered up by
17 the building wrap.

18 Q. All right. The person applying the
19 plaster, would -- would he also be hindered
20 by the paper-backed lath?

21 A. He would be. First -- he'd have an
22 obstructed view when he got there by virtue
23 or the fact that he's looking at, generally,
24 white building wrap and then within a few
25 minutes he's put his paper-backed lath up

1 over that, so he doesn't have -- you just
2 can't see.

3 Q. How prevalent did you find the thickness
4 issue to arise in your observations?

5 A. Discounting the build-outs, because of
6 course we are going to have varying thickness
7 between a build-out and the field area of the
8 wall. So discounting that, it seemed pretty
9 normal -- if that's the right way to put it
10 -- at the cuts, say made below the balconies,
11 or bigger cuts that were made above some of
12 the windows. It seemed pretty normal.

13 Q. Now, there was -- the stucco integration
14 with the windows, what condition did you
15 find?

16 A. Stucco integration with the windows.
17 There were typically build-outs around the
18 windows but the stucco integration at the
19 jams and the stucco went into the "U" portion
20 -- you're looking down the face or down from
21 the top of the window, it went into that
22 cavity/opening there at the jams.

23 It terminated with the heads -- at the
24 heads of the window, it terminated with the Z
25 flashing.

1 At the base of the window, there may
2 have been a casing bead there or it may have
3 terminated at the flat portion of the sill of
4 the window.

5 Q. All right. And was there any
6 instruction within the contract that would
7 permit that particular assembly to occur?

8 A. I believe so. We're talking
9 Professional Plastering's scope?

10 Q. Yes, sir.

11 A. Let's see, (reviewing).

12 Q. I believe that if you look at page
13 twenty, paragraph twenty-two.

14 A. I am on page twenty at twenty-four,
15 "J molds were installed, all required JB
16 at build-out". And that might have been
17 addressed again ---

18 Q. Look at item twenty two.

19 A. Yeah, twenty-two discusses the J molds
20 again, "... install J-mold at all edges of
21 stucco not finished into a wall or jam,
22 including the bottom edge of vertical walls
23 at ground level." So ---

24 Q. What does that instruction tell you?

25 A. It tells me that if I come to the inside

1 corner of a wall that I don't have to put a
2 JV at the inside corner of the wall. If I
3 come to a jam, i.e. as in the jam of a
4 window, I'm not required -- or Professional
5 Plastering is not required to put a J mold at
6 that location.

7 Q. And can ---

8 THE COURT: Mr. Anderson, I need
9 for you to wrap this up. If you wish to just
10 go ahead and proffer on the record what you
11 believe the rest of Mr. Dawkins testimony
12 would be.

13 MR. ANDERSON: I think I've only
14 got a couple of other items.

15 THE COURT: Well, let's put them
16 on the record, Mr. Anderson. Thank you.

17 MR. ANDERSON: Thank you.

18 EXAMINATION RESUMED

19 BY MR. ANDERSON:

20 Q. Were you able to do a review of the
21 contract with North Florida Framing and
22 Professional Stucco in relationship to the
23 kickout flashing?

24 A. Yes. Well, I also looked at Johnson
25 Roofing. I did not see it. I did not see

1 the kickout flashing in Professional
2 Plastering's scope of work, and I did not see
3 it in North Florida Framing's. It was
4 mentioned in Johnson Roofing's scope, item
5 number six. But then there was a notation
6 that said -- that basically said "provide and
7 install water diverters per drawings."

8 Then someone, it appeared a sub-
9 contractor with the same initials -- actually
10 both parties initialed it actually. It says
11 "None on drawings." A little statement
12 there.

13 Q. Okay.

14 A. Which I surmised means that the kickout
15 flashings were taken out of the scope for
16 Johnson Roofing.

17 Q. All right. Now, after your review and
18 seeing these conditions, can you state the
19 most probable cause, to a reasonable degree
20 of engineering certainty, what was the --
21 sorry, Your Honor. Last question.

22 Can you please state what is the
23 probable cause of the water intrusion that
24 you observed at Fenwick?

25 A. Sure. There was water intrusion at the

1 roof-to-wall terminations. The proximate
2 cause was lack of kickout flashings. I mean,
3 they should have been there.

4 At the windows, water was entering the
5 head area of the windows because of the
6 improper paper installation, compounded by
7 the improper head flashing installation done
8 by North Florida Framing. Then that
9 situation was compounded ever worse by lack
10 of a sill flashing by North Florida framing
11 at the sill of the window because there was
12 no sill flashing installed, based on the
13 evidence and what I could see from anybody's
14 photos plus my own site visit.

15 There was water intrusion at the
16 balcony-to-wall terminations at the breeze
17 ways, which was also an integration of -- a
18 waterproofing/integration issue.

19 Q. Did you find any water intrusion which
20 would have been proximately caused by the
21 work done by Professional Plastering?

22 A. I did not. I did not find that. We did
23 find, of course, that some of the weep
24 screeds did not have holes in them but that
25 would not have caused water into the units,

1 nor was there any interior damage noted in
2 anybody's report of that being an issue.

3 Q. So there was no damage that could be --
4 that would have been proximately caused by
5 the failure to have weep screeds?

6 A. They had screeds. What is shown in many
7 of the photos is correct, they had holes in
8 them. I did find what he found or showed in
9 his report of some that didn't. But there
10 was no water intrusion or damage caused by
11 that condition.

12 Q. One final question, did you observe or
13 find any water condition in the hallways or
14 the breezeways other than the front edge of
15 the balconies?

16 A. No, once you got away from the balconies
17 the -- the damage or rot was right there at
18 that inside corner between the wall and the
19 balcony. As you -- as they cut away the OSB,
20 it was in normal condition away from that.

21 Q. Did Mr. Glick show you any of that,
22 damage in those halls?

23 A. Just as I just -- his photos show the
24 same conditions that the cuts in June of 2010
25 showed, that as you came away from that

1 corner -- I think that it -- it was dry.

2 THE COURT: All right. Thank
3 you, Mr. Dawkins. You may step down.

4 (WITNESS STEPS DOWN)

5 MR. ANDERSON: Your Honor, I
6 have two more -- may I give those ---

7 THE COURT: You may.

8 MR. ANDERSON: Your Honor, he
9 would also testify that the removal of the
10 stucco would be necessary to accomplish the
11 repairs and for other reasons that he just
12 testified about. Obviously he would put in
13 that all opinions were given to a reasonable
14 degree of engineering certainty.

15 THE COURT: All right. Thank
16 you. Mr. Anderson, I need you to state for
17 the record what your post-trial Motions will
18 be.

19 MR. ANDERSON: Your Honor, our
20 post-trial Motions would include a Motion for
21 a new trial.

22 COURT REPORTER: Could you speak
23 up, please, or adjust the mic?

24 MR. ANDERSON: Our post-trial
25 Motions will include a Motion for a new

1 trial. The ---

2 THE COURT: On what basis?

3 MR. ANDERSON: On the basis of
4 the exclusion of our expert's testimony, the
5 -- and, Your Honor, the use of -- our
6 objections on the verdict form based on the
7 verdict form. Based on the jury charges as
8 previously stated by Ms. Mahon. And, Your
9 Honor, it appeared that there was a general
10 rush to complete this -- to complete this
11 trial and the short time in which the jury
12 deliberated did not appear to give them time
13 to consider all the issues. It appears that
14 they went out at about 2:50 and returned
15 about 3:55.

16 THE COURT: Mr. Anderson, just
17 for my own edification, what do you feel
18 would have been an appropriate length of time
19 for them to deliberate?

20 MR. ANDERSON: Your Honor, I
21 felt that it probably would have taken them
22 longer than that, much longer to consider all
23 the evidence and the issues that were
24 presented to them. And also -- knowing that
25 they were eating lunch at the same time, Your

1 Honor.

2 THE COURT: All right.

3 MR. ANDERSON: Your Honor,
4 included within the issues around the verdict
5 form would also be our -- would be the Motion
6 for setoff. To the extent that it is
7 required, we would make the appropriate
8 Motion *in limine* for setoff at this time.

9 If a setoff were to be found, we
10 would anticipate that there would be no
11 damages award.

12 We also would make a Motion for
13 JNOV and a Motion for *remittitur*.

14 COURT REPORTER: The last Motion,
15 please?

16 MR. ANDERSON: *Remittitur*.

17 THE COURT: Are those all your
18 post-trial Motions?

19 MR. ANDERSON: Yes.

20 THE COURT: Ms. Mahon, do I have
21 a copy of -- hold on. Do I have a copy of
22 the jury charges?

23 MS. MAHON: Right here, Your
24 Honor. May I approach?

25 THE COURT: You may.

1 MS. MAHON: There are the jury
2 charges, (tendering), Your Honor, and these
3 are the cases that I referenced so that it
4 could be marked as an exhibit.

5 THE COURT: Thank you. Mr.
6 Anderson, anything further?

7 MR. ANDERSON: No, Your Honor, I
8 think that's it.

9 THE COURT: Ms. Mahon, just so
10 that I am clear, these are the ones that you
11 feel that I did not charge?

12 MS. MAHON: Yes, Your Honor. The
13 precise wording was important, specifically
14 the ones on the violation of the building
15 code, the acceptance of work and things like
16 that, Your Honor. I did not hear them. I
17 apologize if they were read.

18 THE COURT: These are Court's 4,
19 is that correct, Madame Court Reporter?

20 COURT REPORTER: I am going to
21 make it seven because I skipped one that I am
22 now going ---

23 THE COURT: These are now Court's
24 7. Thank you.

25 (SO ENTERED AS COURT'S EXHIBIT 7)

1 THE COURT: All right. Mr.
2 Anderson, I will give you ten days from
3 today's date to get that brief to me.

4 You must also outline the -- the
5 only Motions that you've made are Motion for
6 a new trial, a Motion for JNOV and a Motion
7 for *remittitur*.

8 You have ten days but you also --
9 you must present it to the court but you must
10 also provide a copy within ten days. When
11 you provide it to the court, you may e-mail
12 it to the -- all of the opposing parties.

13 MR. ANDERSON: All the opposing
14 parties, including the ones that have
15 settled? Or just ---

16 THE COURT: I'm sorry, to counsel
17 who is here.

18 MR. ANDERSON: To the Elite
19 Team.

20 THE COURT: I am not going to
21 make that call. For the record, to Mr.
22 Lucey, Mr. Leath, Mr. Chakeris, Mr. Sequi
23 and Mr. Kirchner. All right.

24 MR. ANDERSON: Yes, ma'am, we
25 will do that.

State of South Carolina) In the Court of Common Pleas
County of Charleston) Ninth Judicial Circuit

Mark F. Teseniar, et al.,) Transcript of Record
) Plaintiff,) 2008-CP-10-00049

) V.)

Fenwick Plantation Tarragon,)

LLC, et al.,)

) Defendant.)

March 20, 2012

Charleston, South Carolina

B E F O R E:

The Honorable Kristi Lea Harrington, Judge

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

Jonathan J. Anderson, Esquire

Attorney for Professional Plastering & Stucco

William A. Scott, Esquire

Attorney for C&N Stucco and Plastering

Jason A. Daigle, Esquire

Attorney for APS Enterprises

SHARON L. VIZER-HANKS

CIRCUIT COURT REPORTER

I N D E XTuesday, March 20, 2012

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****NO EXHIBITS WERE INTRODUCED****

1 Tuesday, March 20, 2012

2 THE COURT: This is Mark Teseniar vs. Fenwick
3 Plantation.

4 State your name, please.

5 MR. SCOTT: Your Honor, my name is Bill Scott. I
6 represent the defendant, C&N Stucco and Plastering, Inc.,
7 a Florida Corporation who is a third tier subcontractor
8 in this matter, and we're here on a motion for summary
9 judgment that we filed against the only defendant that
10 filed a claim against us, APS.

11 They filed a claim against us for basically
12 indemnification in case they were found responsible for
13 any defects in construction. We filed a complaint for
14 summary judgment asking that we be dismissed because APS
15 is not a licensed contractor.

16 With that, Your Honor, I'd like to go back and just
17 sort of lay out where all the parties are. This case
18 involves --

19 THE COURT: Before we do that what I'd like to do,
20 one it's good for me but it's also good for the court
21 reporter, if I could just go ahead and have everyone
22 identify who they are and who they represent.

23 MR. DAIGLE: Your Honor, my name is Jason Daigle,
24 D-a-i-g-l-e, and I represent APS Enterprises, who is a
25 first party defendant, third party plaintiff.

1 THE COURT: And, Mr. Scott and Mr. Daigle, you both
2 had filed independently a motion for summary judgment; is
3 that correct?

4 MR. DAIGLE: Correct, Your Honor. Mr. Scott filed
5 a motion for summary judgment on my third party claims,
6 and I filed a motion for summary judgment on Professional
7 Plastering's cross-claims.

8 THE COURT: And just for the record, I granted both
9 of your motions; is that correct?

10 MR. SCOTT: That's correct.

11 MR. DAIGLE: Yes, ma'am.

12 THE COURT: All right. Counsel?

13 MR. ANDERSON: Thank you, Your Honor. J. J.
14 Anderson and Christy Mahon for Professional Plastering
15 and Stucco, and we are a direct defendant, third party
16 defendant and third party plaintiff.

17 THE COURT: My understanding, we are here for the
18 primary purpose because there was -- we had a hearing May
19 3rd of 2011 on those two motions for summary judgment,
20 which has been granted. My understanding is you have
21 appealed my ruling on those two matters and attempted
22 pursuant to that appeal to obtain a transcript. The
23 court reporter has informed you that the transcript been
24 unable to be located, lost her notes or something of that
25 nature; is that correct?

1 MR. ANDERSON: That is correct, Your Honor.

2 THE COURT: And the Court of Appeals has indicated
3 that the appeal is held in abeyance until a hearing
4 reconstructing that hearing on May 3rd occurs. Is that
5 the purpose of this hearing here today?

6 MR. ANDERSON: That is the purpose, Your Honor.
7 And just one clarification, we only appealed one of the
8 rulings, and that would be the granting of APS's motion
9 for summary judgment.

10 THE COURT: So do we need to hear from Mr. Scott at
11 all, Mr. Anderson?

12 MR. ANDERSON: It does not affect what's appearing
13 before the appellate court and the purpose for the
14 reconstruction.

15 THE COURT: Okay.

16 MR. ANDERSON: So we would not be using that part
17 of the transcript.

18 THE COURT: All right. So, Mr. Scott, I'm going to
19 have you remain with us just in case there's something --

20 MR. DAIGLE: Your Honor?

21 THE COURT: Yes, sir.

22 MR. DAIGLE: I am sort of stuck in the middle here.
23 I'm arguing both sides of this argument.

24 THE COURT: No, sir. You were the one that said
25 I'm going to go with Mr. Scott's argument in one case and

1 then against Mr. Scott in another case.

2 MR. DAIGLE: And I'm the one stuck -- I'm a second
3 tier subcontractor between Professional Plaster and C&N
4 so I'm making a clear argument on both sides.

5 After you granted both motions for summary judgment
6 Mr. Anderson and I both filed motions to alter or amend.
7 You ruled on Mr. Anderson's but did not rule on mine, so
8 I cannot appeal yet. I'd like to think you did that on
9 purpose so we wouldn't have to appeal and just see how
10 Mr. Anderson's went. So that's the reason that I would
11 like Mr. Scott here to argue and reconstruct the entire
12 record as it was in the event that I do need to appeal
13 this, Your Honor, and come back here a second time, or
14 third time, I suppose.

15 THE COURT: Any objection to handling it that way?
16 If I am appealed by Mr. Daigle then we need the
17 transcript. We'll just be back here again trying to
18 reconstruct it. So I'm going to allow Mr. Scott --
19 because what I recall, and it's been almost a year, is
20 that you just echoed Mr. Scott's argument in one case; is
21 that correct?

22 MR. DAIGLE: Yes, ma'am.

23 THE COURT: All right. So that's how we'll proceed
24 so that we don't have to reconstruct the record again, in
25 case Mr. Daigle does appeal my motion.

1 Mr. Daigle, just as an aside, I don't know that I
2 ever received a copy because I typically do not hold -- I
3 either set for a hearing or do a Form 4. So if you would
4 -- you don't have to do it today, but if you would please
5 make sure that I am served with a copy of the motion to
6 reconsider.

7 MR. DAIGLE: Yes, ma'am. I've actually got the
8 original file stamp right here.

9 THE COURT: Okay. Thank you.

10 MR. SCOTT: And, Your Honor, I'll only comment that
11 if we go this way Mr. Daigle is going to be in an unusual
12 position of arguing to the Court of Appeals, possibly,
13 that he's both right and he's both wrong, and that's
14 going to be an interesting argument that he may make, but
15 that's where he may be.

16 THE COURT: Well, here's what we're going to have
17 to do, because he did make that argument --

18 MR. SCOTT: Yes, Your Honor.

19 THE COURT: -- at the hearing on May 3rd. And so
20 the purpose is not to critique one way or the other his
21 argument, because we all know how I'm going to rule based
22 upon my motions, but to preserve the record or
23 reconstruct the record so that the Court of Appeals may
24 determine whether -- in which instance Mr. Daigle is
25 correct. We're hoping that, of course, they say that I

1 am correct in both, right, but if they are not then we
2 will be back here at some other point.

3 All right. Mr. Scott, I'm going to hear you on
4 your motion, and just articulate for the purposes of
5 reconstructing the record the argument that you made.

6 MR. SCOTT: Yes, Your Honor. The only additional
7 part that I may need to make is that in the earlier
8 motion Jesse Kirchner argued and presented basically the
9 argument of where the parties were to the Court before we
10 got in. I'll redo that part so it puts it on the record
11 and then make the argument.

12 This case involves a claim that was brought -- a
13 class action claim that was brought by the Teseniars
14 relating to defective construction in condominiums at
15 Fenwick Hall on Johns Island. They filed a complaint
16 relating to defective construction against the
17 developers, the contractors and certain of the
18 subcontractors.

19 My client, C&N Stucco, was not named in the
20 original lawsuit. They did name Professional Plastering,
21 and as I understand it Summit was the original prime
22 contractor. Summit in turn hired Professional Plastering
23 to do certain stucco work. Professional Plastering is
24 not a licensed contractor.

25 Professional Plastering in turn hired APS, another

1 unlicensed contractor, both from Florida, and APS in turn
2 hired C&N Stucco and Plastering, another Florida
3 Corporation that is not a licensed contractor in South
4 Carolina.

5 The claim against -- by APS, the third party
6 complaint by APS against C&N was essentially for
7 indemnification. We filed an answer and we alleged as an
8 affirmative defense that there was no claim because APS
9 was not a licensed contractor, and that sort of puts the
10 parties in perspective here.

11 The undisputed facts, I think, are that the stucco
12 work at issue here required a license to be performed
13 under South Carolina law and that Summit was a licensed
14 contractor, Professional Plastering was an unlicensed
15 contractor, APS was an unlicensed contractor, and C&N was
16 an unlicensed contractor, and only person that hired my
17 client was APS.

18 The law in this State in Section 40-11-370(c),
19 which states that an entity which does not have a valid
20 license as required by this chapter may not bring an
21 action either at law or in equity to enforce provisions
22 of a contract, and that's the operative language that we
23 are filing this motion under.

24 Since APS did not have a valid license as required
25 by this chapter and a license was required to do this

1 stucco work it may not bring a claim at law or at equity
2 against my client, and the only claim they brought was
3 for indemnification which would be an equitable claim.

4 I think the other two statutes that are applicable
5 are 40-11-30, licensing requirements, that provides that
6 no entity or individual may practice as a contractor by
7 performing or offering to perform contracting work for
8 which the total cost of construction is greater than
9 \$5,000 for general contracting, and that's the statute
10 that requires a license for the work at issue; and then
11 the third statute is 40-11-270(c), which provides that
12 licensees may utilize the services of unlicensed
13 subcontractors to perform work within the limitations of
14 a licensee's group under license classifications or
15 subclassifications provided the licensee provides
16 supervision.

17 It goes further to say that the licensee is fully
18 responsible for any violations of this chapter resulting
19 from the actions of unlicensed subcontractor performing
20 work for the licensee. And that's sort of the defense
21 that has been presented here, that these are unlicensed
22 subcontractors hired under -- by a licensed contractor,
23 which would have to be Summit.

24 In fact, the problem is Summit didn't hire us.
25 There's no evidence in the record that Summit provided

1 any supervision. There's nothing in the record that
2 supports that any part of that provision was applicable.

3 Our position is the statute is clear and
4 unambiguous. Section 11-40-370, that an unlicensed
5 contractor cannot bring a claim at law or equity, and
6 that's where we are. Your Honor, that's what my argument
7 was. Thank you very much.

8 MR. DAIGLE: Your Honor, Jason Daigle again for
9 APS. Just to clean up a little bit, our third party
10 action was indemnity but it was contribution as well, and
11 APS has, in fact, paid money in this case, and with our
12 contribution they would be right.

13 I know you're well familiar with the facts of this
14 case. The scope that APS and C&N had on this was very
15 limited in time and in actual work performed. It was
16 just repair work in the breezeway. We were not the ones
17 who did the original construction. We're not the ones
18 who were in there doing these wholesale stucco repairs.

19 Going back to Mr. Scott's arguments, specifically
20 Code Section 40-11-370, it says the entity which does not
21 have a valid license as required by this chapter may not
22 bring an action either at law or in equity.

23 The fact is that the -- neither C&N, nor
24 Professional Plastering, nor APS needed a license in this
25 chapter. The facts that are in the record specifically

1 from Summit Contractor's depositions, the 30(b)(6)
2 depositions, is that Summit Contractors knew C&N was
3 performing the work. Summit Contractors agreed they are
4 the ones responsible for supervising the work.

5 In fact, they did supervise the work; therefore,
6 Summit as the licensee was overseeing all the
7 subcontracting work and therefore the language in
8 40-11-370(c) only applies if you need a license under
9 this chapter, and APS did not need a license under this
10 chapter. Therefore, we believe it is inapplicable in
11 this situation.

12 THE COURT: Mr. Daigle, how do I know that they
13 don't need a license under this chapter?

14 MR. DAIGLE: Because if you go back to 270 -- or,
15 first of all, the start of 40-11-30, that's the one that
16 requires the license. There's no dispute that Summit
17 Contractors, the general, had the proper license in South
18 Carolina. There is no dispute to that.

19 Then if you go to 40-11-270, Licensees may utilize
20 the services of unlicensed subcontractors to perform the
21 work. Summit was the licensed contractor that oversaw
22 all the work done by Professional Plastering, by APS, and
23 by C&N; therefore, none of these subcontractors need a
24 license. They are all working under Summit's license.

25 THE COURT: So under provision C under 270 that

1 licensee was providing the supervision so your client did
2 not need to be licensed?

3 MR. DAIGLE: Correct.

4 THE COURT: Mr. Anderson?

5 MR. SCOTT: May I just respond to that?

6 MR. ANDERSON: I was going to ask Your Honor if
7 maybe they could complete their arguments, and then
8 Mr. Daigle can make his argument against Professional
9 Plaster. Thank you.

10 THE COURT: Thank you.

11 MR. SCOTT: Your Honor, in response to Mr. Daigle,
12 the licensee -- well, first off, there's no information
13 in the record in front of the Court here today and the
14 motions that have been provided that shows that
15 supervision was provided by Summit to my client.

16 And even if it were then the statute is clear that
17 Summit would be responsible, not a party hereto and not
18 someone that sued my client, would be responsible, fully
19 responsible for any problems with the contract of the
20 work. So again, my contractor would not be responsible
21 and it can't be liable for anything when the statute
22 requires that Summit be responsible.

23 And, Your Honor, then that puts Mr. Daigle in an
24 unenviable position of not only defending this argument
25 but arguing the same argument that I made in his motion.

1 THE COURT: Anything else, Mr. Daigle?

2 MR. DAIGLE: No response as to Mr. Scott's motion,
3 Your Honor.

4 THE COURT: All right. Mr. Anderson?

5 MR. ANDERSON: Your Honor, it's Mr. Daigle's motion
6 against me.

7 THE COURT: So you have nothing further, nothing to
8 say as in response to Mr. Scott's motion?

9 MR. ANDERSON: Correct, Your Honor. It was not
10 filed against me.

11 THE COURT: I just remember there was a lot of
12 discussion and, of course, there were numerous other
13 parties that were involved. This is going a lot more
14 quickly than I recall the last time, and so I just wanted
15 to place that on the record as well. If I recall, we had
16 scheduled a whole day of motions in this case; is that
17 correct?

18 MR. DAIGLE: I believe, Your Honor. This was not
19 the only motion that was heard that day, and we also were
20 dealing with the peanut gallery then so...

21 MR. SCOTT: And, Your Honor, this part really did
22 go pretty quickly, just as we've done so far.

23 THE COURT: This part, but I recall that this part
24 of the motions we had heard a lots from Mr. Kirchner
25 prior to hearing those, and we had gone -- you all's

1 motion I guess were later filed and so we had gone in
2 chronological order, I believe.

3 Mr. Daigle, I believe you were, like, seated over
4 on this side of the room, if I recall.

5 MR. DAIGLE: This was the open seat so I took it
6 over.

7 THE COURT: All right. I just want the record --
8 of course, it's going to be very difficult to completely
9 reconstruct the record to get the feel of what's going on
10 because we have missed about an hour or so of previous
11 motions prior to.

12 Mr. Daigle?

13 MR. DAIGLE: Yes, ma'am. Your Honor, again,
14 representing APS Enterprises. APS Enterprises is a first
15 party defendant along with Professional Plastering.
16 Professional Plastering filed cross-claims against APS
17 Enterprises as their subcontractor, and again, we've gone
18 through sort of the background on this, but my argument
19 is essentially the same as Mr. Scott's in that as a third
20 tier unlicensed -- second tier unlicensed subcontractor
21 under Professional Plastering neither Professional
22 Plastering nor APS was licensed in South Carolina.
23 There's no dispute to that. There's also no dispute that
24 Summit Contractors was licensed. They are the general
25 contractor. They were properly licensed under 40-11-30.

1 Now, if we move to 40-11-270, it says licensees may
2 utilize the services of unlicensed subcontractors. The
3 only licensee in this entire lawsuit, at least from the
4 defendant's -- from the general contractor's side, is
5 Summit Contractors; therefore, Summit is the only entity
6 to whom this statute applies. They are the licensee. So
7 they and only they can use unlicensed subcontractors,
8 and, in fact, they did.

9 They hired Professional Plastering as their
10 unlicensed subcontractor knowing full well that it was
11 going to be on them if anything went wrong because this
12 statute, 40-11-270(c) -- I'm sorry. The licensee, Summit
13 in this case, is fully responsible for any violations of
14 this chapter resulting from the actions of unlicensed
15 subcontractors, Professional Plastering, performing work
16 for the licensee.

17 Professional Plastering is not licensed. They are
18 not a licensee; therefore, they cannot hire unlicensed
19 subcontractors. They are required to be licensed if they
20 are going to use unlicensed subcontractors. They are not
21 licensed.

22 Then if we move to 40-11-370(c), An entity which
23 does not have a valid license as required by this
24 chapter, again that would be Professional Plastering, may
25 not bring an action either in law or in equity to enforce

1 the provisions of the contract.

2 So Professional Plastering is unlicensed. They are
3 required to be licensed under this chapter if they are
4 going to use an unlicensed subcontractor. They were not
5 and therefore they cannot bring an action either in law
6 or in equity, in this case their cross-claims for
7 indemnity and contribution against APS. Thank you.

8 THE COURT: All right. Mr. Anderson?

9 MR. ANDERSON: Thank you, Your Honor. May it
10 please the Court. One of the sections that was avoided
11 by both these sub subcontractors is the definition
12 section of 40-11-20.

13 THE COURT: Do you have an extra copy of that?

14 MR. ANDERSON: I do.

15 THE COURT: I did not print the definition section.

16 MR. ANDERSON: Your Honor, I have a copy of the
17 definition section. I also have a complete copy of the
18 act, and then the two other sections.

19 THE COURT: I've got the two other sections but
20 I'll just keep them in a complete packet.

21 MR. ANDERSON: Your Honor, when you look at
22 subsection 4 it gives the definition of a contractor as
23 used in the rest of the act. The contractor is
24 specifically limited to general or mechanical
25 contractors. The only general contractor in the case is

1 Summit; therefore, they are the only ones that are
2 required under this chapter to have a license.

3 In addition, if you go to subsection 13, Licensed
4 contractor means an entity that is licensed by the South
5 Carolina Contractors Licensing Board to engage in general
6 or mechanical contracting. Professional Plastering did
7 neither of those. They did neither general contracting
8 nor mechanical contracting.

9 Under the term of subsection 22 subcontractor means
10 an entity who contracts to perform construction services
11 for a prime contractor, which is Summit in this case, or
12 another subcontractor. So it initially says you can --
13 Summit can use unlicensed subcontractors, and that
14 subcontractor can then subcontract to APS, which we did.

15 Then there's the definition of unlicensed
16 contractor, which means an entity performing or
17 overseeing general or mechanical construction without a
18 license. Again, it's general contractor and mechanical,
19 as set forth in the statute.

20 When you use those definitions in reference to
21 40-11-370(c) the valid license as required by this
22 chapter applies to either mechanical or general
23 contractor s. It does not apply to Professional
24 Plastering.

25 On the issue of supervision, supervision I would

1 submit is a defense but is not a prohibition to going
2 forward with an action. So it does not indicate that --
3 I do not believe that even if there were defenses of lack
4 of supervision that that would be something that would
5 allow a summary judgment in this case but would be
6 something that would have to be determined on the facts.

7 In addition, in our original submission we did a
8 return to APS's motion and in that motion we submitted
9 deposition testimony from the superintendent, I believe,
10 of Summit Contracting, Tacy McGinty, and in there she
11 described how they had agreed to supervise the work that
12 was actually performed by APS. Now, in her testimony she
13 was referring to the breezeway repairs, and also agreed
14 to take responsibility along with supervision. So there
15 is evidence in the record of that.

16 Your Honor, we have submitted both a memorandum in
17 opposition to the motion for summary judgment prior to
18 the initial hearing, we then also followed up clarifying
19 our -- and re-presenting our argument in our 59(e)
20 motion. So there are two, basically memorandums of our
21 prior arguments.

22 THE COURT: But I only had one --

23 MR. ANDERSON: At the time. At the time that is
24 correct, Your Honor. However, what we argued verbally
25 that was not in the our initial submission we included in

1 our 59(e) motion.

2 THE COURT: All right. I just want -- because the
3 purpose of this hearing is for there to be a transcript
4 of what occurred and the information that I had in front
5 of me at the time that I made my ruling. I don't want
6 there to be some confusion that I had another memorandum
7 to look at prior to.

8 I do recall reviewing all of the memorandums that
9 were presented but I did not review two from you; is that
10 correct, Mr. Anderson?

11 MR. ANDERSON: That is correct, Your Honor. Yes.
12 And I did not mean to infer that. I was merely
13 indicating that I believe that we have somewhat of an
14 advantage in reconstructing because we did memorialize
15 our oral arguments in the 59(e). That was the only point
16 I was making, and I apologize for any confusion.

17 The other aspect under 40-11-370(c), the last
18 phrase in that is, To enforce the provisions of the
19 contract. We brought actions in indemnity, negligence
20 and -- claims against APS for negligence, equitable
21 indemnify and breach of implied and expressed warranty.
22 So it was not strictly a contract action.

23 And we believe that due to the relationship on the
24 worksite that there was not a direct enforcement of the
25 contracts being applied here but there were other duties

1 that we were trying to enforce, and that would be another
2 reason that perhaps partial summary judgment may be
3 appropriate but not full summary judgment, and that
4 argument is in the alternative.

5 So in short, Your Honor, Pro Plastering was not
6 required under the chapter to have a license. They are
7 allowed by definition to hire subcontractors who are not
8 required to be licensed, and that we had fulfilled the
9 requirements of this chapter and proceeded properly with
10 our third party action against APS. Thank you.

11 THE COURT: Thank you.

12 MR. DAIGLE: Your Honor, very quickly. We are not
13 disputing the definitions of subcontractor, prime
14 contractor and all that. And actually, the definition
15 that's most important here that Mr. Anderson didn't tell
16 you was subsection 12, licensee. Licensee means an
17 entity which has been issued either a general or
18 mechanical contractor's license by the Department.
19 Professional Plastering was not.

20 And again, the very first word of 40-11-270(c) is
21 licensees may utilize the services of unlicensed
22 subcontractors. So Mr. Anderson's client, Professional
23 Plastering, was not a licensee and therefore could not
24 utilize the work of unlicensed subcontractors.

25 And going to 40-11-370(c), the language here I

1 think is pretty clear, that an entity which does not have
2 a valid license cannot bring an action either in law or
3 in equity. All the causes of action Mr. Anderson brought
4 against APS were, in fact, at law and equity. And I
5 believe that to enforce provisions of the contract is
6 simply saying to define the scope of the actual work that
7 was done.

8 Of course, there's going to be a contract that says
9 APS has to do A, B and C, or Professional Plastering has
10 to do A, B and C. I believe the only reason that
11 language is in there is to describe the scope of the work
12 that was required by each subcontractor in this case.
13 Thank you.

14 THE COURT: Mr. Anderson?

15 MR. ANDERSON: Your Honor, again, I think that we
16 have fulfilled the requirements as far as the -- with the
17 definition of subcontractor allowing a subcontractor to
18 hire a second -- or another tier of subcontractors under
19 the provisions of this chapter and really have nothing
20 further. Thank you.

21 THE COURT: All right. Mr. Anderson, since at this
22 point I'm assuming that whatever happens Mr. Daigle may
23 disagree with my next statement but at this point the
24 purpose was for your appellate record. Do you feel that
25 this hearing has accurately and adequately given you an

1 opportunity to reconstruct the record so that the
2 appellate court will have a meaningful opportunity to
3 review the appeal?

4 MR. ANDERSON: I believe so, Your Honor, that the
5 arguments have been appropriately made.

6 THE COURT: Mr. Scott, is there anything that you
7 recall that happened regarding these two motions that you
8 believe that should be placed upon the record so that
9 there would be a meaningful review of what happened to
10 the best of our ability, and again this happened May of
11 2011, so approximately 10 months ago? For me lots has
12 happened and over this past 10 months but I believe that
13 the arguments that were made at the time have also been
14 made now, but I'll allow you an opportunity to place
15 anything else on the record to clarify.

16 MR. SCOTT: No, Your Honor. I think we've probably
17 done a pretty good job of reconstructing the record, and
18 I think it's pretty accurate from what I recall.

19 THE COURT: Thank you. And thank you for being
20 here, Mr. Scott.

21 Mr. Daigle?

22 MR. DAIGLE: I think we got pretty close, Your
23 Honor.

24 THE COURT: Okay. Great. Thank you.

25 MR. ANDERSON: Your Honor, my co-counsel pointed

1 out that I may not have done one thing that I did do
2 during the original hearing, that was to ask you to
3 incorporate our memorandum within our argument.

4 THE COURT: I'm sorry?

5 MR. ANDERSON: I probably at the original hearing
6 requested that you take into consideration and
7 incorporate our memorandum into my oral argument, and I
8 would make that request again if I didn't do it
9 originally.

10 THE COURT: Okay. And I think I had stated when
11 you had made the statement about having the 59(e) motion
12 memo that I had prior to our hearing in May of last year
13 had read all of the memos pertaining. What I recall is
14 that I took all of these matters under advisement, and I
15 don't remember. I know there were more than the two
16 motions that were pending. I took all of the matters
17 under advisement to give myself an opportunity to review
18 your arguments in light of your memorandum.

19 But thank you, Ms. Mahon, for pointing that out and
20 making sure that that was also part of the record.

21 Is there anything further? I want to make sure
22 that this is an opportunity -- and again, Mr. Daigle, if
23 you at some future point also need a copy of this
24 transcript that this is an opportunity for you to fill in
25 the gaps, so to speak.

1 MR. DAIGLE: Your Honor, I think we got really
2 close to what we did back in May.

3 THE COURT: All right.

4 MR. SCOTT: Your Honor, the only thing -- what
5 Mr. Anderson said reminded me. The only thing I know
6 that I did then, there was a request to admit that we had
7 submitted to APS, and I know that I re-argued that that
8 request to admit was admitted, and it was, Are you a
9 licensed contractor under South Carolina law. And they
10 admitted they were not. And that's the only thing that I
11 know that I put in the record before that I didn't do
12 earlier. Thank you.

13 MR. DAIGLE: I believe that's accurate, Your Honor.

14 THE COURT: Thank you, Mr. Daigle.

15 All right. Gentlemen and lady, with that you know
16 how I have ruled, but that's not the purpose of this
17 hearing. So with that, this matter is the concluded.
18 Thank you.

19 (WHEREUPON, the hearing was concluded.)

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25

1 C E R T I F I C A T E

2

3 I, Sharon L. Vizer-Hanks, Official Court Reporter for
4 the Ninth Judicial Circuit of the State of South
5 Carolina, do hereby certify that the foregoing is a true,
6 accurate and complete transcript of record of all the
7 proceedings had and the evidence introduced in the
8 hearing of the captioned case in Circuit Court on the
9 20th day of March 2012.

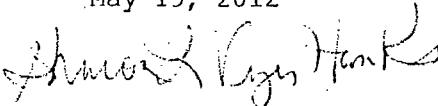
10 I do further certify that I am neither of kin, counsel
11 nor have an interest to any party hereto.

12

13

May 19, 2012

14



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SHARON L. VIZER-HANKS

16

CIRCUIT COURT REPORTER

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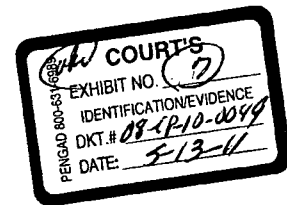
C 7

(NEGLIGENCE)

REQUEST TO CHARGE NO. 10

I charge you that the fact that a person received an injury or is damaged, or the fact that an incident occurs, is insufficient to prove negligence.

Gillant v. Peters Dry Cleaning Co., 195 S.C. 417, 11 S.E.2d 857 (1941).



(DAMAGES - DUTY TO MITIGATE)

REQUEST TO CHARGE NO. 12

The Plaintiffs have a duty to exercise reasonable care and diligence to minimize their damages. If the Plaintiffs did not do what was reasonable in order to avoid damage, then the amount of their recovery should be reduced. The Plaintiffs may not recover those damages that could have been avoided with reasonable effort.

Thus, if you believe that, by the use of reasonable care, the Plaintiffs could have reduced their damages, you should determine to what extent, and reduce any damages awarded to that extent.

Genovese v. Bergeron, 327 S.C. 567, 572, 490 S.E.2d 608, 611 (Ct. App. 1997).

Du Bose v. Bultman, 215 S.C. 468, 471, 56 S.E.2d 95, 96 (1949).

BUILDING CODE

REQUEST TO CHARGE NO.

The violation of a Building Code is evidence only of negligence. That is, the violation of a building codes establishes only that a legal duty for which a builder can be held liable in tort for proximately caused losses has been violated. The party claiming damages must still prove that the violation of the building code in fact lead to or was the proximate cause of the claimed damages.

See Kennedy v. Columbia Lumber and Mfg. Co., Inc. 299 SC 355, 384 S.E.2d 730 (1989); Brigandi v. Piechowicz, 13 A.D. 3d 1105, 1105 (N.Y. 2004)("Violation of the building code constitutes some evidence of negligence and it is for a jury to decide whether that violation proximately caused plaintiff's accident." Elliott v. City of New York, 747 N.E.2d 760, 762 (Ct. App. N.Y. 2001).

REQUEST TO CHARGE NO.

BUILDING CODE

The simple violation of this or any other building regulation or code provision is not enough to permit recovery. The violation must have been the cause or must have contributed to the injury in question.

Harry Portesky & Sons, Inc. v. Hurqitz, 235 F.3d 295, 297 (4th Cir. 1956).

**DEFENDANT PROFESSIONAL PLASTERING & STUCCO, INC.'S
REQUEST TO CHARGE NO. _____**

A party who has suffered injury or damage from the actionable conduct of another is under a duty to make all reasonable efforts to minimize the damages incurred. To the extent that he reasonably could have so minimized those damages and failed to do so, he is not entitled to recover from the other party. In other words, one cannot recover any damages that might have been avoided by the use of reasonable care and diligence. A plaintiff's failure to mitigate damages allows the defendant to avoid only those damages that reasonably could have been avoided by the plaintiff.

An injured party is required to do that which an ordinary, prudent person would do under similar circumstances to mitigate his damages. However, the injured party is not required to unreasonably exert himself or incur substantial expense in an effort to mitigate damages.

The party who claims damages should have been minimized has the burden of proving they could have been avoided or reduced.

Ralph King Anderson, Jr., *South Carolina Requests to Charge – Civil*, § 13-12.

**DEFENDANT PROFESSIONAL PLASTERING & STUCCO, INC.'S
REQUEST TO CHARGE NO. ____**

A party which provides plans, drawings, and/or specifications and requires that another must build according to those plans, drawings, and/or specifications inherently warrants that the plans, drawings and/or specifications provided are sufficient for that purpose. To the extent that these materials are not sufficient, the party who has provided them bears the risk associated with their inadequacy or insufficiency. *Hill v. Polar Pantries*, 219 S.C. 263, 271, 64 S.E.2d 885, 888 (1951); *U.S. v. Spearin*, 248 U.S. 132, 39 S.Ct. 59, 63 L.Ed. 166 (1918).

**DEFENDANT PROFESSIONAL PLASTERING & STUCCO, INC.'S
REQUEST TO CHARGE NO. ____**

A party which accepts goods, including a building, that has defects which are obvious, patent, or otherwise discernable upon a reasonable inspection, waives any right to complain of any claims arising from those defects. *Monroe v. Wood*, 186 S.C. 507, 516, 197 S.E. 39, 43 (1938); *Fields v. J. Haynes Waters Builders, Inc.*, 376 S.C. 545, 658 S.E.2d 80 (2008).

REQUEST TO CHARGE NO.

SOLE NEGLIGENCE OF THIRD PARTY

THE DEFENDANT CLAIMS THAT THE PLAINTIFF'S INJURY WAS NOT PROXIMATELY CAUSED BY THE DEFENDANT'S NEGLIGENCE, BUT WAS SOLELY CAUSED BY THE NEGLIGENCE OF ANOTHER PERSON. THE DEFENDANT DOES NOT HAVE THE BURDEN OF PROVING THAT THE NEGLIGENCE OF THE OTHER PERSON CAUSED THE PLAINTIFF'S INJURY. INSTEAD, THE BURDEN REMAINS ON THE PLAINTIFF TO PROVE THAT THE DEFENDANT'S NEGLIGENCE WAS THE PROXIMATE CAUSE OF THE PLAINTIFF'S INJURY.³

³ O'Neal v. Carolina Farm Supply of Johnston, Inc., 279 S.C. 490, 309 S.E.2d 776 (Ct. App. 1983).

**BUILDER NEGLIGENCE – DUTY OF PLANNING, COORDINATING, AND
SUPERVISING WORK**

DEFENDANT'S REQUEST TO CHARGE NO.

Although a person may have no obligation or duty to another, once he undertakes to perform a certain task, such as the construction of a house, he is charged with the duty of properly planning, coordinating, and supervising the work. If he fails in the performance of this duty, he may be held liable for any damages or injuries to persons which proximately result from such a failure.

-South Carolina Requests to Charge § 11-5

See Hardy v. United States, 187 F. Supp. 756 (D.S.C. 1960); Epps v. United States, 187 F. Supp. 584 (D.S.C. 1960).

ACCEPTANCE OF IMPERFECT WORK

Where work is accepted with knowledge that it has not been done according to the contract or under such circumstances that knowledge of its imperfect performance may be imputed, the acceptance will generally be deemed a waiver of the defective performance. This rule does not apply to latent defects. The acceptance of work which has been defectively done, the defects being unknown and not discoverable by inspection, does not amount to a waiver of imperfect performance.

South Carolina Electric and Gas v. Combustion Engineering, Inc., 283 S.C. 182, 194 (1984).

EXPERT TESTIMONY

Although the only expert testimony established that the defendant had the ability to conform his conduct to standards of right and wrong, the expert's testimony is not dispositive. The jury may elect to disregard the expert's opinion.

State v. Smith, 304 S.C. 129, 131, 403 S.E.2d 162, 163 (Ct. App. 1991).

The jury is free to believe one portion of a witness's testimony and believe another.

State v. Smith, 304 S.C. 129, 131, 403 S.E.2d 162, 163 (Ct. App. 1991).

NEGLIGENCE AS A MATTER OF LAW- PROXIMATE CAUSE

Even if an expert's uncontradicted testimony establishes the defendant's negligence as a matter of law. This alone does not establish liability. Negligence is actionable only if it is a proximate cause of the injury. It is for the jury to decide whether any alleged negligence on the part of the defendant proximately caused the Plaintiffs damages.

Warren Sauers v. Poulin Brothers, 328 S.C.601, 493 S.E.2d 503, 506 (1997) citing Hanselmann v. McCardle, 275 S.C. 46, 267 S.E.2d 531 (1980); Vinson v. Hartley, 324 S.C. 389, 477 S.E.2d 715 (Ct. App. 1996).

SUPERVISION IS RESPONSIBILITY OF GENERAL CONTRACTOR

The supervision of the various subcontractors is the responsibility of the general contractor.

Warren Sauer v. Poulin Brothers, 328 S.C.601, 493 S.E.2d 503, 506 (1997).

(CONFLICT IN TESTIMONY OF EXPERT WITNESSES)

REQUEST TO CHARGE NO. 8

In this case, there has been a conflict in the testimony of expert witnesses. To that end, you must weigh one expert's opinion against that of the other, and you must consider the reasons given by one as compared with those of the other. You should consider the relative credibility and knowledge of the experts who have testified. Thereupon, you should find in favor of that expert testimony which, in your opinion, is entitled to the greater weight.

Ⓐ See *Strange v. South Carolina Dep't of Hwys. and Pub. Transp.*, 307 S.C. 161, 414 S.E.2d 138 (1992); *Jones v. Grissett*, 258 S.C. 22, 186 S.E.2d 829 (1972).

MAP. 2 8 2002

FILE COPY

SUBCONTRACT AGREEMENT

THIS SUBCONTRACT made and entered into this 20 March, 2002 by and between SUMMIT CONTRACTORS, INC., "CONTRACTOR," and NORTH FLORIDA FRAMING, INC., P.O. Box 73, Bostwick, Florida 32177, Office Phone: 904-328-9400, Fax Phone: 904-284-7496 "SUBCONTRACTOR," which shall include SUBCONTRACTOR, its employees, agents, suppliers and SUBCONTRACTORS.

ARTICLE 1: DEFINITION OF SUBCONTRACT TERMS

PROJECT: VINTAGE AT FENWICK PLANTATION BUDDY REEVES
3000 Fenwick Hall Allee Phone. 407-709-5123
Charleston, South Carolina 29455

OWNER: (The term "Owner" as used in the Subcontract Documents shall mean the person or entity referred to below or the Owner's authorized representative)

THE VINTAGE AT FENWICK PLANTATION, L.L.C. ROBERT C. ROHDIE, PARTNER
c/o Tarragon Realty Investors Phone: 212-949-5000
1775 Broadway, 23rd Floor Fax. 212-949-8001

SUBCONTRACT: The Subcontract is the entire and integrated agreement between the CONTRACTOR and the SUBCONTRACTOR.

SUBCONTRACT AGREEMENT: The Subcontract Agreement is this standard form construction subcontract, identified as Subcontract Agreement No. 01033-16, which forms a part of the Subcontract Documents

SUBCONTRACT WORK: (As more particularly described in Article 6)

ARCHITECT: (Include Business Name, address, telephone and facsimile numbers)

FUGLEBERG KOCH ARCHITECTS MIKE WILLIAMS
2555 Temple Trail Phone: 407-629-0595
Winter Park, Florida 32789 Fax: 407-628-1057

CONTRACTOR: (Include Federal Employer ID Number, business name, address, telephone and facsimile numbers)

Federal I.D.#: SUMMIT CONTRACTORS, INC. TACY MCGINTY
59-2947787 6877 Phillips Industrial Boulevard Phone: 904-268-5500
Jacksonville, Florida 32256 Fax: 904-268-5889

SUBCONTRACTOR: (Include Federal Employer ID Number, business address, telephone and facsimile numbers)

Federal I.D.#: NORTH FLORIDA FRAMING, INC. DAVID ANDERSON
P O Box 73 Phone: 386-328-9400
Bostwick, Florida 32177 Fax: 386-284-7496

ARTICLE 2: SUBCONTRACT SUM

CONTRACTOR shall pay SUBCONTRACTOR in current funds for the performance of this work, subject to additions and deductions by written change order as herein provided for, the total sum of ONE MILLION EIGHT HUNDRED DOLLARS AND 00/100 (\$1,000,800.00) (Includes \$ 10.00 and the first .001% of the Subcontract Sum per Article 14.)

Cost Code: 6-10-02

Amount: \$1,000,800.00

ARTICLE 3: PROGRESS PAYMENTS

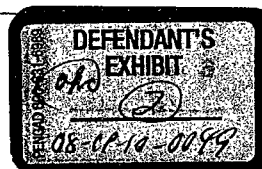
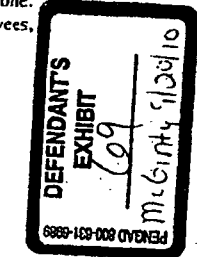
a. It is the intent of the parties that as an absolute condition precedent to Progress Payments to SUBCONTRACTOR, CONTRACTOR must receive corresponding payment from the OWNER for SUBCONTRACTOR'S work. The foregoing takes precedence over any conflicting provision or language appearing in any of the contract documents. In the event of non-payment by OWNER, then SUBCONTRACTOR'S remedies are against the OWNER

b. CONTRACTOR shall pay SUBCONTRACTOR Progress Payments for work performed and authorized material suitably stored and inventoried on the job site in monthly payments.

Contractor Initials: [Signature]

Subcontractor Initials: [Signature]
Summit 00545

PD 5/11/11



c. SUBCONTRACTOR to submit invoices for payment no later than the twentieth (20th) day of each month for work completed prior to the twentieth (20th) day of each month, and on the 5th day of the month following the month in which the work was completed.

d. Five Percent (5%) retainage will be held until SUBCONTRACTOR has satisfied all of its obligations under this Subcontract Agreement, including all punch items, and has delivered to CONTRACTOR all required Releases of Lien and all supplier or written warranties required by Subcontract Documents, and the work has received final approval from OWNER, ARCHITECT and CONTRACTOR and retainage has been received by CONTRACTOR.

e. At CONTRACTOR's request SUBCONTRACTOR shall furnish partial unconditional lien waivers through the date of the current request for payment from any of its sub-SUBCONTRACTORS, laborers or materialmen who have served notice to owner or otherwise established potential lien rights against the project or a potential claim against CONTRACTOR's Labor and Material Payment Bond.

f. In the event any of SUBCONTRACTOR's sub-SUBCONTRACTORS, materialmen or laborers have established a construction lien on the project property or a claim against CONTRACTOR's Labor and Material Bond, CONTRACTOR shall have the right to withhold from any progress payment otherwise due to SUBCONTRACTOR sufficient monies to satisfy said claim of lien or claim against the bond unless SUBCONTRACTOR shall furnish a bond removing the lien from the property or indemnifying CONTRACTOR and its bonding company from all liability on the claim of lien or the claim against the CONTRACTOR's bond.

ARTICLE 4: FINAL PAYMENT

Final Payment shall be due when the Work described in this Subcontract Agreement is fully completed and performed in accordance with the Contract Documents, and is satisfactory to the OWNER, ARCHITECT and CONTRACTOR, and SUBCONTRACTOR has furnished final lien waivers from any of its sub-SUBCONTRACTORS, laborers or materialmen who have served notice to owner or otherwise established potential lien rights against the project or potential claims against CONTRACTOR's Labor and Material Payment Bond.

It is the intent of the parties that as an absolute condition precedent to Final Payment to SUBCONTRACTOR, CONTRACTOR must receive corresponding payment from the OWNER for SUBCONTRACTOR's Work. The foregoing takes precedence over any conflicting provision or language appearing in any of the contract documents. Therefore, SUBCONTRACTOR acknowledges that this Subcontract Agreement has been entered into by CONTRACTOR in reliance upon receiving payment for work performed by SUBCONTRACTOR on the project from OWNER and OWNER shall have the right to approve payment of all CONTRACTOR's pay requests and change order requests. SUBCONTRACTOR agrees that CONTRACTOR's actual receipt of full payment from the OWNER shall be a condition precedent to CONTRACTOR's obligation to pay SUBCONTRACTOR and to the bringing of any action by SUBCONTRACTOR against CONTRACTOR relating to CONTRACTOR's failure to make payment. SUBCONTRACTOR shall not be entitled to receive any progress payment or final payment prior to CONTRACTOR's actual receipt of that payment from OWNER. If CONTRACTOR never receives payment from OWNER, then SUBCONTRACTOR shall never be entitled to payment from CONTRACTOR. It is the express intention of the SUBCONTRACTOR to share in the risk of non-payment by OWNER to CONTRACTOR.

SUBCONTRACTOR also agrees that all contracts with its sub-CONTRACTORS, laborers, suppliers, materialmen, or other CONTRACTORS contain a similar or identical requirement of "pay when-and-if paid" to provide that it shall be a condition precedent to SUBCONTRACTOR's payment to its own sub-CONTRACTORS, laborers, suppliers, materialmen, or other CONTRACTORS that payment be received by CONTRACTOR from OWNER. SUBCONTRACTOR further agrees that it will indemnify and hold harmless the CONTRACTOR from any claims of SUBCONTRACTOR's sub-CONTRACTORS, laborers, materialmen, or other CONTRACTORS claiming by, through, or under SUBCONTRACTOR for payment not yet due from or received by CONTRACTOR from OWNER due to non-fulfillment of the above condition precedent that CONTRACTOR first receive payment from OWNER.

In the event of non-payment by OWNER, SUBCONTRACTOR's remedies are against the OWNER. The parties agree that Subcontract Agreement ARTICLE 4: FINAL PAYMENT establishes the exclusive conditions for Final Payment to SUBCONTRACTOR, and SUBCONTRACTOR hereby waives all other terms and conditions regarding Final Payment contained in the Contract Documents.

In the event any of SUBCONTRACTOR's sub-SUBCONTRACTORS, materialmen or laborers have established a construction lien on the project property or a claim against CONTRACTOR's Labor and Material Bond, CONTRACTOR shall have the right to withhold from any final payment otherwise due to SUBCONTRACTOR sufficient monies to satisfy said claim of lien or claim against the bond unless SUBCONTRACTOR shall furnish a bond removing the lien from the property or indemnifying CONTRACTOR and its bonding company from all liability on the claim of lien or the claim against the CONTRACTOR's bond.

ARTICLE 5: THE CONTRACT DOCUMENTS

The Contract Documents for this Subcontract consist of this Subcontract Agreement, including Attachment "A"; the Owner-CONTRACTOR Agreement, including the Conditions of the Contract, Drawings, Plans, Specifications, all written Addenda issued prior to and all written Modifications issued subsequent thereto. All of the above documents, which form the

Contractor Initials: M

2

Summit 0054b

Subcontractor Initials: all

Contract Documents are a part of this Subcontract Agreement and shall be available for inspection by SUBCONTRACTOR upon its request. If anything in the Contract Documents is inconsistent with this Subcontract Agreement, this Subcontract Agreement shall govern and then the highest or fullest level of performance and installation shall govern.

ARTICLE 6: THE WORK

The work comprises the completed construction required by the Contract Documents and includes all labor necessary to produce such construction, and all materials and equipment incorporated in such construction. SUBCONTRACTOR agrees to be bound to CONTRACTOR by the terms and conditions of the General Contract between CONTRACTOR and OWNER as well as this Subcontract Agreement and hereby assumes towards the CONTRACTOR all of the duties, obligations and responsibilities applicable to SUBCONTRACTOR's work which the CONTRACTOR owes towards the Owner under the General Contract. The obligations assumed by SUBCONTRACTOR hereunder include, but are not limited to, the technical requirements of the plans, drawings, and specifications in the General Contract which are applicable to SUBCONTRACTOR's work, all warranties and obligations of the CONTRACTOR with respect to defective or nonconforming work which are applicable to SUBCONTRACTOR's work, and all limitations on remedies, claims or time extensions imposed on the CONTRACTOR by the OWNER under the General Contract. SUBCONTRACTOR shall perform all of the following work:

SEE ATTACHMENT "B" FOR SCOPE OF WORK

ARTICLE 7: ASSIGNMENT

SUBCONTRACTOR acknowledges that the services provided under this Subcontract Agreement are in the nature of personal services, which cannot be assigned without CONTRACTOR's express written consent, which consent shall be within the sole discretion of CONTRACTOR. Any assignment of this contract or sums due hereunder without such prior written consent of CONTRACTOR shall constitute a material default, which shall entitle CONTRACTOR to terminate the Subcontract Agreement for cause.

ARTICLE 8: SUBCONTRACTING AGREEMENT

SUBCONTRACTOR shall not subcontract the whole or any portion of this Subcontract Agreement without the prior written consent of CONTRACTOR, which consent shall be within the sole discretion of CONTRACTOR. Any subcontracting of any portion of this subcontract without such prior written consent of CONTRACTOR shall be considered a material default under this Subcontract Agreement and shall entitle CONTRACTOR to terminate SUBCONTRACTOR for cause.

ARTICLE 9: FEES, PERMITS, TAXES, INSURANCE

SUBCONTRACTOR shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Work under this Subcontract Agreement, whether or not yet effective. Further, SUBCONTRACTOR shall secure and pay for all permits, fees, licenses and testing necessary for the execution of the Work described in the Contract Documents as applicable to this Subcontract Agreement. SUBCONTRACTOR shall comply with Federal, State and Local tax laws, social security acts, unemployment compensation acts, and workmen's compensation acts insofar as applicable to the performance of this Subcontract Agreement, whether or not yet effective.

Insurance requirements are listed below.

Liability	<u>High Hazard Occupations</u> (Example: Mech., Plumbing, HVAC, Elect., Roofing, Framing, Painting, Sitework, Masonry, Stucco, Steel Erection, Utilities, Concrete)	\$1,000,000.00 General Aggregate
		\$ 500,000.00 Products
		\$ 500,000.00 Personal & Adv. Injury
		\$ 500,000.00 Each Occurrence
		\$ 50,000.00 Fire Damage
		\$ 1,000.00 Med Exp
	<u>Low Hazard Occupations</u> (Example: Flooring, Tile, Paving, Pool)	\$ 500,000.00 General Aggregate
		\$ 500,000.00 Products
		\$ 500,000.00 Personal & Adv. Injury
		\$ 500,000.00 Each Occurrence
Auto		\$ 500,000.00 Fire Damage
		\$ 1,000.00 Med Exp
Workman's Compensation	1st 2nd Employer's Liability Part D	\$ 500,000.00 Combined Single Limit
		STATUTORY requirements for Each State
		\$ 100,000.00 Bodily Injury by Accident (Each Accident)
		\$ 500,000.00 Bodily Injury by Disease (Policy Limit)
		\$ 100,000.00 Bodily Injury by Disease (Each Person)

(see next page for continuation of Insurance Instructions)

Summit 00547

Contractor Initials:

3

Subcontractor Initials:

Installation Floater -

Amount to cover cost of materials not yet installed. Any and all losses of this SUBCONTRACTOR's stored materials are the responsibility of this SUBCONTRACTOR

- Each Insurance Certificate shall contain the wording showing Summit CONTRACTORS, Inc. as "ADDITIONAL INSURED"

ARTICLE 10: NO DAMAGES FOR DELAY OR DISRUPTION

SUBCONTRACTOR shall not be entitled to additional compensation, overtime, extended field of home office overhead or other damages from CONTRACTOR for delays, disruptions, hindrance, constructive acceleration of other schedule and work force impacts. SUBCONTRACTOR's sole remedy shall be an approved extension or adjustment of the contract time. No extension or adjustment of the contract time shall be allowed for the following:

1. Events which were caused by SUBCONTRACTOR'S fault or negligence, by a lower tier SUBCONTRACTOR's fault or negligence, or any other event which is the responsibility of the SUBCONTRACTOR or its lower tier SUBCONTRACTORS or suppliers.
2. Delays which are concurrent with other unexcused delays;
3. Delays which do not affect the critical path of construction;
4. Delays for which the SUBCONTRACTOR has failed to request additional time or has failed to document within the time frames required by the contract documents;
5. Failure of the SUBCONTRACTOR to provide sufficient manpower, materials, facilities and equipment;
6. Failure of the SUBCONTRACTOR to reschedule activities, work weekends, increase equipment or other actions to complete work within the available schedule float or as otherwise required by CONTRACTOR's scheduling and coordination;
7. Delays for normal inclement weather.

In the event this provision is determined by a court or arbitration panel of competent jurisdiction to be unenforceable under the circumstances, SUBCONTRACTOR shall in no event be entitled to recover damages for extended home office overhead, idle labor and equipment, lost profit on other projects, lost bonding capacity, and any consequential damages.

ARTICLE 11: PERFORMANCE OF THE WORK

SUBCONTRACTOR agrees to commence the performance of the aforesaid Work and to continue to perform said work until completion so that SUBCONTRACTOR shall meet the OWNER and CONTRACTOR's construction schedule for completion of the job in accordance with the Contract Documents. SUBCONTRACTOR shall commence performance of the work on the date and time specified by CONTRACTOR and shall continue to proceed in accordance with CONTRACTOR's instructions. Time is of the essence in this Contract and extensions of time for performance of the work will be granted only for reasons as provided in the Contract Documents.

ARTICLE 12: CORRECTION OF WORK

SUBCONTRACTOR shall promptly correct all Work rejected by ARCHITECT or OWNER as defective or failing to conform to the Contract Documents whether observed before or after Substantial Completion. SUBCONTRACTOR shall bear all costs of correcting such rejected work, including compensation for the ARCHITECTS additional services required.

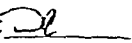
ARTICLE 13: INDEMNIFICATION

SUBCONTRACTOR hereby covenants to defend, indemnify, hold harmless and exonerate CONTRACTOR, CONTRACTOR's surety, OWNER and their respective officers, directors, employees, agents and legal representatives (hereinafter "Indemnitees") from any and all liabilities, claims, lawsuits, arbitrations, fines, or other charges for any property damages, personal injury or economic losses (hereafter "Claims"), which are caused in whole or in part by SUBCONTRACTOR, including the design of systems and installation and operations of same by this SUBCONTRACTOR, its employees, agents, guests, suppliers or SUBCONTRACTORS (including any lower tier suppliers or SUBCONTRACTORS, whether or not in direct privity with SUBCONTRACTOR), or which in any way arise out of or involve any of their work or their acts or omissions. This Indemnity Agreement shall extend to and include the full amount of all Claims whether or not caused in part by Indemnitees, except that SUBCONTRACTOR shall not be liable under this Indemnity Agreement for Claims directly caused by or resulting from the sole fault or negligence of Indemnitees. SUBCONTRACTOR acknowledges consideration for his Indemnification Agreement of Ten (\$10.00) Dollars, together with payment of the first .001% (not to exceed \$500.00) of the contract price. The SUBCONTRACTOR's obligations under this indemnity agreement for

Summit 00548

Contractor Initials: 

4

Subcontractor Initials: 

CONTRACTOR's actions or inactions shall not exceed \$1,000,000.00, however SUBCONTRACTOR's obligation for its actions or inactions or those under his Subcontract whether or not in direct privity with SUBCONTRACTOR shall be unlimited.

The obligation to defend, indemnify and hold harmless includes Claims resulting from injury, sickness or death of any employee of SUBCONTRACTOR or any employee of any lower tier suppliers or SUBCONTRACTORS of SUBCONTRACTOR (whether or not in direct privity with SUBCONTRACTOR), regardless of whether such employee has been paid pursuant to any Worker's Compensation Law or other similar federal or state legislation for the protection of employees. SUBCONTRACTOR's Liability Insurance policies shall each contain contractual coverage so as to protect Indemnitees under this Indemnity Agreement.

ARTICLE 14: SUSPENSION OF WORK, DEFAULT AND TERMINATION

a CONTRACTOR May Suspend Work

At any time and without cause, CONTRACTOR may suspend the Work or any portion thereof for a period of not more than 90 days by notice in writing to SUBCONTRACTOR which will fix the date on which Work will be resumed. SUBCONTRACTOR shall resume the Work on the date so fixed. SUBCONTRACTOR shall be allowed only an adjustment or extension of the contract times directly attributable to any such suspension, provided SUBCONTRACTOR timely makes a claim as allowed by the Contract Documents. In no event shall SUBCONTRACTOR be entitled to claim additional compensation for such temporary suspension of work.

b CONTRACTOR Shall Terminate for Cause

i. The occurrence of any one or more of the following events justifies CONTRACTOR's termination of SUBCONTRACTOR for cause.

1. SUBCONTRACTOR fails to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule).
2. SUBCONTRACTOR disregards Laws, Codes or Regulations of any public body having jurisdiction.
3. SUBCONTRACTOR fails to remain current with payments to its SUBCONTRACTORS or material suppliers.
4. SUBCONTRACTOR assigns or subcontracts any portion of the Work without permission of CONTRACTOR as required by the Contract Documents.
5. SUBCONTRACTOR fails to obtain or maintain in effect any of the insurance required under the Contract Documents.
6. SUBCONTRACTOR otherwise violates in any way provisions of the Contract Documents.

ii. CONTRACTOR may, after giving SUBCONTRACTOR (and the surety, if any) forty-eight hours written notice and to the extent permitted by applicable law, terminate the services of SUBCONTRACTOR, exclude SUBCONTRACTOR from the Site and take possession of the Work and of all SUBCONTRACTOR's tools, appliances, construction equipment and machinery at the Site and use the same to the full extent they could be used by SUBCONTRACTOR (without liability to SUBCONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the Site or for which CONTRACTOR has paid SUBCONTRACTOR but which are stored elsewhere, and finish the Work as CONTRACTOR may deem expedient. In such case SUBCONTRACTOR shall not be entitled to receive any further payment until the Work is finished. SUBCONTRACTOR shall be liable for any and all damages sustained by the CONTRACTOR because of SUBCONTRACTOR's default and termination. If the unpaid balance of the Contract Price exceeds all costs, losses and damages sustained by CONTRACTOR arising out of or resulting from completing the Work (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration of other dispute resolution costs) such excess will be paid to SUBCONTRACTOR. If such costs, losses and damages exceed such unpaid balance, SUBCONTRACTOR shall pay the difference to CONTRACTOR. Such costs, losses and damages incurred by CONTRACTOR will be incorporated in a Change Order, provided that when exercising any rights or remedies under this paragraph CONTRACTOR shall not be required to obtain the lowest price for the Work performed.

iii. Where SUBCONTRACTOR's services have been so terminated by CONTRACTOR, the termination will not affect any rights or remedies of CONTRACTOR against SUBCONTRACTOR then existing or which may thereafter

Summit 00549

Contractor Initials: 

5

Subcontractor Initials: 

accrue Any retention or payment of moneys due SUBCONTRACTOR by CONTRACTOR will not release SUBCONTRACTOR from liability

iv. In the event that a court or arbitration panel of competent jurisdiction shall determine that CONTRACTOR has wrongfully terminated SUBCONTRACTOR's services for cause, then in such event it shall be conclusively established that CONTRACTOR terminated SUBCONTRACTOR for convenience as hereinafter provided SUBCONTRACTOR shall have no other rights under this Agreement.

c. **CONTRACTOR May Terminate for Convenience**

Upon forty-eight hours written notice to SUBCONTRACTOR, CONTRACTOR may, without cause and without prejudice to any other right or remedy of CONTRACTOR, elect to terminate the Agreement. In such case, SUBCONTRACTOR shall be paid (without duplication of any items) for

1. Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination based upon the unit price for said work, if applicable, or the scheduled value of said work, if applicable. Otherwise, SUBCONTRACTOR shall be paid for the actual and necessary cost of the work together with 10% for overhead and profit on such Work.

2. Actual expenses sustained or paid to SUBCONTRACTORS and suppliers prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the Contract Documents in connection with uncompleted Work, plus 5% for overhead and profit on such expenses;

3. Amounts reasonably paid in settlement of terminated contracts with SUBCONTRACTORS, Suppliers and others;

4. SUBCONTRACTOR shall not be paid on account of loss of anticipated profits or revenue under this Agreement or any other contract or projects, lost bonding capacity or any other economic losses arising out of or resulting from such termination.

ARTICLE 15: WARRANTY OF THE WORK

SUBCONTRACTOR warrants and guarantees to CONTRACTOR, OWNER, and ARCHITECT (or other applicable design professional) that all Construction will be in strict accordance with the Contract Documents, will be free from all faults and defects, and will be free of all liens and claims of third parties. SUBCONTRACTOR warrants and guarantees to CONTRACTOR that all Construction and materials will be new, of above average quality and in strict compliance with the Contract Documents. SUBCONTRACTOR further warrants and guarantees to CONTRACTOR that all work shall be in compliance with all federal, state and local codes and requirements. SUBCONTRACTOR further agrees to be bound to CONTRACTOR for all warranties and obligations to correct SUBCONTRACTOR's defective or nonconforming work for which CONTRACTOR is bound to OWNER. SUBCONTRACTOR shall further cause all of its SUBCONTRACTORS and suppliers to assign all separate warranties for work performed or materials supplied in connection with the Project directly to CONTRACTOR or, if required by CONTRACTOR, to the OWNER. Such assignment of separate SUBCONTRACTOR and supplier warranties shall be a condition precedent to final payment to SUBCONTRACTOR under this Agreement and shall be in addition to all other required SUBCONTRACTOR Warranties.

ARTICLE 16: RISK OF LOSS

SUBCONTRACTOR expressly agrees to be responsible for and bear any risk of loss to its work until final acceptance by the ARCHITECT, CONTRACTOR, and OWNER. Damaged work shall be replaced by SUBCONTRACTOR at its own expense.

ARTICLE 17: LIQUIDATED DAMAGES FOR DELAY

SUBCONTRACTOR acknowledges that it has read all of the Contract Documents including any liquidated damages provisions for delay. In the event CONTRACTOR is assessed liquidated damages due to the failure of SUBCONTRACTOR to timely perform the Work to CONTRACTOR's satisfaction, then it is agreed between the parties that these damages will be deducted from payment(s) due SUBCONTRACTOR.

Contractor Initials: M

Summit 00550

Subcontractor Initials: da

ARTICLE 18: CHANGE ORDERS

Before performing additional or changed work involving additional time or expense, SUBCONTRACTOR shall obtain from CONTRACTOR a written change order describing the change and the amount or method of determining extra compensation. Additional expense will not be allowed without such written Change Order and SUBCONTRACTOR hereby waives any claim for additional expense unless such written change order has been issued prior to performance of additional or changed work. In the event CONTRACTOR has issued a change order to SUBCONTRACTOR and CONTRACTOR has not received the signed change order from SUBCONTRACTOR within fourteen (14) days from the date of issuance, it shall be considered to be a part of this Subcontract Agreement unless written notice of disagreement is received by CONTRACTOR from SUBCONTRACTOR within the above stated time.

ARTICLE 19: OTHER CONTRACTS

~~SUBCONTRACTOR expressly agrees to allow CONTRACTOR the right to retain and offset monies due and owing on any other contracts between CONTRACTOR and SUBCONTRACTOR.~~ *MT*

ARTICLE 20: ARBITRATION

Any dispute between Summit and SUBCONTRACTOR arising in any manner from this subcontract, or the performance of work on the project, or payment therefor, shall be resolved by arbitration in accordance with the Florida Arbitration Act. The arbitration panel shall consist of three arbitrators. The party requesting arbitration shall request arbitration in writing, by certified mail. The request shall state the name and address of the arbitrator selected by the requesting party. The other party shall select its arbitrator within 20 days after receipt of the request and inform the other party and its selected arbitrator in writing of its selection. The two arbitrators thus selected shall select a third arbitrator. In the event they are unable to agree on a third arbitrator within 30 days, a judge of the Circuit Court of Duval County shall appoint the third arbitrator. The written decision of any two arbitrators will determine the issues. Each party will pay the arbitrator it selects. The expense of the third arbitrator will be shared equally. All other costs, including, without limitation, attorney fees, will be paid by the party incurring such costs.

Notwithstanding the foregoing, if Summit is sued by the owner, or any other person or entity, because of any claim allegedly arising from SUBCONTRACTOR's scope of work or SUBCONTRACTOR's alleged acts or failure to act, then this Article 20 shall not apply to such suit and Summit shall be entitled to make SUBCONTRACTOR a party to such suit.

ARTICLE 21: CHOICE OF LAW AND VENUE

This Subcontract shall be construed in accordance with the Laws of the State of Florida. SUBCONTRACTOR expressly agrees to be subject to personal jurisdiction in the State of Florida and further waives any right to venue in any action brought under this Subcontract Agreement or against any bond posted by CONTRACTOR. SUBCONTRACTOR acknowledges that CONTRACTOR's bonding company is an intended third-party beneficiary of this jurisdiction and venue provision. CONTRACTOR has the sole option to select venue in Duval County, Florida or the site of the project, for any action it brings under the Subcontract Agreement. In any action brought against CONTRACTOR or its bonding company under this Subcontract Agreement, jurisdiction and venue shall be in Duval County, Florida unless and until CONTRACTOR stipulates to jurisdiction and venue at the site of the project.

ARTICLE 22: TRASH REMOVAL

It is fully understood that SUBCONTRACTOR will be responsible for keeping its part of the job clean and in an orderly fashion subject to the approval of CONTRACTOR and ARCHITECT. Further, SUBCONTRACTOR shall be totally responsible for the clean up and haul off on a daily basis of all debris generated by SUBCONTRACTOR'S daily operations. Should it become necessary for CONTRACTOR to incur any expenses performing cleanup work or removing debris from site for SUBCONTRACTOR, such expense will be deducted from SUBCONTRACTOR's contract amount. *JA*

ARTICLE 23: FIELD VERIFICATIONS

SUBCONTRACTOR shall verify all dimensions, inspect the job site and its conditions, and notify CONTRACTOR of any problem, which would prevent or hinder performance by SUBCONTRACTOR. SUBCONTRACTOR will be deemed to have accepted any preceding work and materials and to have waived any and all claims as to non-suitability, unless defects are reported to CONTRACTOR in writing and CONTRACTOR authorizes SUBCONTRACTOR to proceed.

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

SUMMIT CONTRACTORS, INC.

NORTH FLORIDA FRAMING, INC.

By: *MT*

By: *JA* President

Date: *3/25/02*

Date: *3/28/02*

NAME/TITLE

Summit 00551

Contractor Initials: *MT*

Subcontractor Initials: *JA*

DM Initials:

Sia

Contractor Initials:

an

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Summit 00552

Subcontractor Initials:

an

SUBCONTRACTOR DOCUMENTS ACKNOWLEDGMENT

SUBCONTRACTOR shall complete all work per Plans, Specifications and approved shop drawings

Site Improvement Plans

The below listed Plans were prepared by Hoffman Lester Associates, Inc., Land Planning/Civil Engineering/Landscape Architecture/Wetland Consulting/Land Surveying, 29 Leimbach Drive, Charleston, S C 29407 (843-763-1166).

DOCUMENTS	TITLE	DATED
Cover Sheet	Sheet 1 of 11	Dated 06-26-01, Revised 07-05-01, Revised 07-23-01, Revised 08-07-01, Revised 08-30-01, Revised 08-30-01, Revised 10-15-01
Existing Conditions	Sheet 2 of 11	Dated 06-26-01, Revised 07-23-01, Revised 08-30-01
Site Layout Plan	Sheet 3 of 11	Dated 06-26-01, Revised 07-23-01, Revised 08-30-01, Rev. #1 dated 10-15-01 Pool & Add Sidewalk
Water Plan	Sheet 4 of 11	Dated 06-26-01, Revised 07-23-01, Revised 08-30-01, Revised 10-15-01, Revised 11/02/01, Revised 11/09/01
Grading & Drainage	Sheet 5 of 11	Dated 06-26-01, Revised 07-23-01, Revised 08-10-01, Revised 08-29-01, Revised 08-30-01
Grading & Drainage	Sheet 6 of 11	Dated 06-26-01, Revised 07-23-01, Revised 08-10-01, Revised 08-29-01, Revised 08-30-01
Sewer Plan & Profile	Sheet 7 of 11	Dated 06-26-01, Revised 07-23-01, Revised 08-07-01, Revised 08-30-01
Sewer Plan & Profile	Sheet 8 of 11	Dated 06-26-01, Revised 07-23-01, Revised 08-07-01, Revised 08-30-01
Typical Details	Sheet 9 of 11	Dated 06-26-01, Revised 07-23-01, Revised 08-14-01, Revised 10-15-01
Typical Details	Sheet 10 of 11	Dated 06-26-01, Revised 07-23-01, Revised 08-07-01
Typical Details	Sheet 11 of 11	Dated 09-07-01, Rev.#1 dated 10-10-01
Typical Details	Sheet 11a of 11	Dated 11-09-01

No Site Specification Book was available for the bidding process.

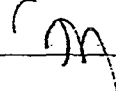
No Landscape Drawings were available for the bidding process.

Architectural Plans:

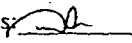
The Plans listed below were prepared by Fugleberg Koch Architects, 2555 Temple Trail, Winter Park, Florida 32789; Contact: Mike Williams (407) 629-0595, FAX (407) 628-1057

DOCUMENTS	TITLE	DATED
A0.01	Title Sheet	Dated 05-01-01, Revised dated 08-01-01, Revised dated 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01, Rev.#3 dated 1/29/02
A0.02	Index and Code Sheet	Dated 05-01-01, Revised dated 08-01-01, Revised dated 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01, Rev.#3 dated 1/29/02
A1.01	Architectural Site Plan	Dated 05-01-01, Revised dated 08-01-01, Revised dated 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01, Rev.#3 dated 1/29/02
S0.00	Cover Sheet	Undated, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
S0.01	Concrete Specifications	Undated, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01, Rev.#3 dated 1/29/02, Latest Date 1/30/02
S0.02	General Specifications	Undated, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
S0.03	Fastening Schedule	Undated, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
S0.04	Shearwall Specifications	Undated, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
S0.05	Shearwall Details	Undated, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01

Summit 00553

Contractor Initials: 

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Subcontractor Initials: 

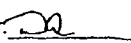
DOCUMENTSTITLEDATED

S1.01	Foundation Plan, Bldg. Type 1	Undated, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
S1.01A	Base Plate and Spread Footings	Undated, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
S1.02	Foundation Plan, Bldg. Type 2	Undated, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01, Rev.#3 dated 1/29/02, Latest Date 1/30/02
S1.02A	Base Plate and Spread Footings	Undated, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
S1.03	Foundation Plan, Bldg. Type 3	Undated, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
S1.03A	Base Plate and Spread Footings	Undated, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
S1.04	Foundation Plan, Bldg. Type 4	Undated, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01, Rev.#3 dated 1/29/02, Latest Date 1/30/02
S2.01	Foundation Details	Undated, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01, Rev.#3 dated 1/29/02, Latest Date 1/30/02
S2.02	Foundation Details	Undated, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01, Rev.#3 dated 1/29/02, Latest Date 1/30/02
S2.03	Foundation Details	Undated, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01, Rev.#3 dated 1/29/02
S4.01	Stud Layout Plan, Bldg. Type 1	Undated, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
S4.02	Stud Layout, Bldg. Type 2	Undated, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01, Rev.#3 dated 1/29/02, Latest Date 1/30/02
S4.03	Stud Layout Plan, Bldg. Type 3	Undated, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
S4.04	Stud Layout, Bldg. Type 4	Undated, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
S5.01	Framing Plan, Bldg. Type 1	Undated, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01, Rev.#3 dated 1/29/02, Latest Date 1/30/02
S5.01A	Framing Plan, Bldg. Type 1	Undated, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01, Rev.#3 dated 1/29/02, Latest Date 1/30/02
S5.02	Framing Plan, Bldg. Type 2	Undated, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01, Rev.#3 dated 1/29/02, Latest Date 1/30/02
S5.02A	Framing Plans, Bldg. Type 2	Undated, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01, Rev.#3 dated 1/29/02, Latest Date 1/30/02
S5.03	Framing Plan, Bldg. Type 3	Undated, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01, Rev.#3 dated 1/29/02, Latest Date 1/30/02
S5.03A	Framing Plan, Bldg. Type 3	Undated, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01, Rev.#3 dated 1/29/02, Latest Date 1/30/02
S5.04	Framing Plan, Bldg. Type 4	Undated, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
S6.01	Bracing Plan, Bldg. Type 1	Undated, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
S6.02	Bracing Plan, Bldg. Type 2	Undated, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01, Rev.#3 dated 1/29/02, Latest Date 1/30/02
S6.03	Bracing Plan, Bldg. Type 3	Undated, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01, Rev.#3 dated 1/29/02, Latest Date 1/30/02
S6.04	Bracing Plan, Bldg. Type 4	Undated, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
S7.01	Roof Plan, Bldg. Type 1	Undated, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01, Rev.#3 dated 1/29/02, Latest Date 1/30/02
S7.02	Roof Plans, Bldg. Type 2	Undated, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01, Rev.#3 dated 1/29/02, Latest Date 1/30/02
S7.03	Roof Plan, Bldg. Type 3	Undated, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01, Rev.#3 dated 1/29/02, Latest Date 1/30/02
S7.04	Roof Plans, Bldg. Type 4	Undated, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
S8.01	Trash Compactor/Pool Pavillion	Undated, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01

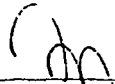
Contractor Initials: 

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Subcontractor Initials: 

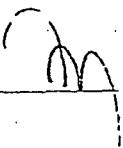
<u>DOCUMENTS</u>	<u>TITLE</u>	<u>DATED</u>
S8.02	Trash Compactor/Pool Pavillion	Undated, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
S9.01	Floor Framing Details	Undated, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
S9.02	Floor Framing Details	Undated, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01, Rev.#3 dated 1/29/02, Latest Date 1/30/02
S9.03	Roof Framing Details	Undated, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01, Rev.#3 dated 1/29/02, Latest Date 1/30/02
S9.04	Roof Framing Details	Undated, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01, Rev.#3 dated 1/29/02, Latest Date 1/30/02
S9.05	Brace Frame Details	Undated, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01, Rev.#3 dated 1/29/02, Latest Date 1/30/02
S9.06	Brace Frame Details	Undated, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01, Rev.#3 dated 1/29/02, Latest Date 1/30/02
SC0.01	Concrete Specifications	Undated, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01, Rev.#3 dated 1/29/02, Latest Date 1/30/02
SC0.02	General Specifications	Undated, Rev.#1 dated 09-12-01
SC0.03	Fastening Schedule	Undated, Rev.#1 dated 09-12-01
SC0.04	Shearwall Specifications	Undated, Rev.#1 dated 09-12-01
SC0.05	Shearwall Details	Undated, Rev.#1 dated 09-12-01
SC1.01	Foundation Plan Leasing Office	Undated, Rev.#1 dated 09-12-01
SC2.01	Foundation Details	Undated, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01, Rev.#3 dated 1/29/02, Latest Date 1/30/02
SC4.01	Stud Layout Plan Leasing Off.	Undated, Rev.#1 dated 09-12-01
SC4.02	Stud Layout Plan Leasing Off.	Undated, Rev.#1 dated 09-12-01
SC5.01	Framung Plan Leasing Office	Undated, Rev.#1 dated 09-12-01
SC6.01	Bracing Plan Leasing Office	Undated, Rev.#1 dated 09-12-01
SC6.02	Bracing Plan Leasing Office	Undated, Rev.#1 dated 09-12-01
SC7.01	Framing Plan Leasing Office	Undated, Rev.#1 dated 09-12-01
SC9.01	Framing Details	Undated, Rev.#1 dated 09-12-01
SC9.02	Framing Details	Undated, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01, Rev.#3 dated 1/29/02, Latest Date 1/30/02
A2.01A	Building Plan Type "1" First Floor	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
A2.01B	Building Plan Type "1" Second Floor	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
A2.01C	Building Plan Type "1" Third Floor	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
A2.01D	Roof Plan Bldg. Type "1"	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
A2.02A	Building Plan Type "2" First Floor	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01, Rev.#3 dated 1/29/02, Latest Date 1/30/02
A2.02B	Building Plan Type "2" Second Floor	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01, Rev.#3 dated 1/29/02, Latest Date 1/30/02
A2.02C	Building Plan Type "2" Thrd Floor	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01, Rev.#3 dated 1/29/02, Latest Date 1/30/02
A2.02D	Roof Plan Bldg. Type "2"	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01, Rev.#3 dated 1/29/02, Latest Date 1/30/02
A2.03A	Building Plan Type "3" First Floor	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
A2.03B	Building Plan Type "3" Second Floor	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
A2.03C	Building Plan Type "3" Third Floor	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01

Contractor Initials: 

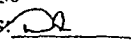
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Summit 00555
Subcontractor Initials: 

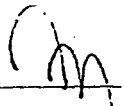
<u>DOCUMENTS</u>	<u>TITLE</u>	<u>DATED</u>
A2.03D	Roof Plan Bldg. Type "3"	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
A2.04A	Building Plan Type "4"	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
A2.04B	1st & 2nd Floor Plans	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
A2.05A	Building Plan Type "4"	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
A2.05A	3rd Flr. & Roof Plan	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
A2.05B	Leasing Center First Floor Plan	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
A2.05B	Leasing Center Second Flr. Plan	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
A2.05C	Leasing Center Roof Plan	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
A3.01	Flat "A" Floor Plans	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
A3.02	Flat "B" Floor Plan	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
A3.03	Flat "C" Floor Plan	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
A3.04	Flat "D" Floor Plan	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
A3.05	Townhouse Unit "E"	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
A3.06	First, Second & Third Floors	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
A3.06	Garage Plans	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
A4.01	Elevation Views Bldg. Type "1"	Dated 05-01-01, Revised 08-10-01
A4.02	Elevation Views Bldg. Type "2"	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01, Rev.#3 dated 1/29/02, Latest Date 1/30/02
A4.03	Elevation Views Bldg. Type "3"	Dated 05-01-01, Revised 08-10-01
A4.04	Elevation Views Bldg. Type "4"	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
A4.05B	Leasing Center Side Elevations	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
A5.01	Building Type I, Stair/	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
A5.02	Breezeway Building Section	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
A5.03	Townhome Building Sections	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
A5.03	Wall Sections	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
A5.04B	Garage Wall Sections	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
A5.04	Garage Wall Sections	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
A5.05	Wall Sections	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
A5.06	Garage Wall Sections	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
A5.07B	Sections and Details	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
A5.07	Clubhouse Building Sections	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
A5.08	Buildings 4, 5 & 7	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
A6.01	Wall Sections & Details	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
A6.02	Details	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
A6.03	Stair Sections & Misc. Details	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01

Contractor Initials: 

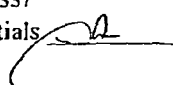
12

Summit 00556
Subcontractor Initials: 

<u>DOCUMENTS</u>	<u>TITLE</u>	<u>DATED</u>
A7.01	Door, Window Details & Schedules	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
A8.01	Interior Elevations	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
A8.02	Interior Elevations	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
A10.01	Leasing Center Trash Compactor Enclosure And Details	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
A10.02	Pool Pavillion Plans, Elevations, and Details	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
A10.03	Storage Building #9	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01, Rev.#3 01-29-02, Latest Date 01-30-02
AF6.01	Firestop Systems Through Penetration	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
AF6.02	Through Penetration Firestop Systems	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
H3.01	Flat A HVAC Plan	Dated 05-01-01, Revised 08-15-01
H3.02	Flat B HVAC Plan	Dated 05-01-01, Revised 08-15-01
H3.03	Flat C HVAC Plan	Dated 05-01-01, Revised 08-15-01
H3.04	Flat D HVAC Plan	Dated 05-01-01, Revised 08-15-01
H3.05	Town Home Unit HVAC Plans	Dated 05-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01
H6.01	HVAC Schedules and Details	Dated 05-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#3 dated 1-11-02
H6.02	HVAC Schedules and Details	Dated 05-01-01, Revised 08-15-01
H10.01	Leasing Center First Floor HVAC Plan	Dated 05-01-01, Rev.#1 dated 09-12-01
H10.02	Leasing Center Second Floor HVAC Plan	Dated 05-01-01, Rev.#1 dated 09-12-01
H10.03	Bath Pool and Fitness Floor HVAC Plan	Dated 05-01-01, Rev.#1 dated 09-12-01
H10.04	HVAC Schedules and Details	Dated 05-01-01, Rev.#1 dated 09-12-01
HE2.01	Building Type 1, 1 st Floor HVAC & Electrical Plan	Dated 05-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#3 dated 1-11-02
HE2.02	Building Type 1, 2 nd & 3 rd Floor HVAC & Elec. Plans	Dated 05-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01
HE2.03	Building Type 2, 1 st Floor HVAC & Electrical Plan	Dated 05-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#3 dated 1-29-02
HE2.04	Building Type 2, 2 nd & 3 rd Floor HVAC & Elec. Plans	Dated 05-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01
HE2.05	Building Type 3, 1 st Floor HVAC & Electrical Plan	Dated 05-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#3 dated 1-11-02
HE2.06	Building Type 3, 2 nd Floor HVAC & Electrical Plan	Dated 05-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01
HE2.07	Building Type 3, 3 rd Floor HVAC & Electrical Plan	Dated 05-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01
HE2.08	Building Type 4, 1 st Floor HVAC & Electrical Plan	Dated 05-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01
HE2.09	Building Type 4, 2 nd & 3 rd Floor HVAC & Elec. Plans	Dated 05-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01
E1.01	Electrical Site Plan	Dated 05-01-01, Revised 08-15-01
E3.01	Flat A Electrical Plan	Dated 05-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01
E3.02	Flat B Electrical Plan	Dated 05-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01
E3.03	Flat C Electrical Plan	Dated 05-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01
E3.04	Flat D Electrical Plan	Dated 05-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01

Contractor Initials: 

13

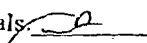
Summit 00557
Subcontractor Initials: 

<u>DOCUMENTS</u>	<u>TITLE</u>	<u>DATED</u>
E3.05	Town Home Unit Elec. Plans	Dated 05-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01
E6.01	Electrical Schedules & Details	Dated 05-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01 Rev.#3 dated 01-29-02
E6.02	Electrical Schedules & Details	Dated 05-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01 Rev.#3 dated 01-11-02
E10.01	Leasing Center First Floor Electrical Plan	Dated 05-01-01, Rev.#1 dated 09-12-01
E10.02	Leasing Center Second Floor Electrical Plan	Dated 05-01-01, Rev.#1 dated 09-12-01
E10.03	Bath Pool and Fitness Floor Electrical Plan	Dated 05-01-01, Rev.#1 dated 09-12-01
E10.04	Electrical Schedules & Details	Dated 05-01-01, Rev.#1 dated 09-12-01
P2.01	Building Type 1, 1 st Floor Plumbing Plan	Dated 05-01-01, Revised 08-15-01
P2.02	Building Type 1, 2 nd & 3 rd Floor Plumbing Plans	Dated 05-01-01, Revised 08-15-01
P2.03	Building Type 2, 1 st Floor Plumbing Plan	Dated 05-01-01, Revised 08-15-01, Rev.#3 01-29-02
P2.04	Building Type 2, 2 nd & 3 rd Floor Plumbing Plans	Dated 05-01-01, Revised 08-15-01
P2.05	Building Type 3, 1 st Floor Plumbing Plan	Dated 05-01-01, Revised 08-15-01
P2.06	Building Type 3, 2 nd Floor Plumbing Plan	Dated 05-01-01, Revised 08-15-01
P2.07	Building Type 3, 3 rd Floor Plumbing Plan	Dated 05-01-01, Revised 08-15-01
P2.08	Building Type 4, 1 st Floor Plumbing Plan	Dated 05-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01
P2.09	Building Type 4, 2 nd & 3 rd Floor Plumbing Plans	Dated 05-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01
P3.01	Flat A Plumbing Plan	Dated 05-01-01, Revised 08-15-01
P3.02	Flat B Plumbing Plan	Dated 05-01-01, Revised 08-15-01
P3.03	Flat C Plumbing Plan	Dated 05-01-01, Revised 08-15-01
P3.04	Flat D Plumbing Plan	Dated 05-01-01, Revised 08-15-01
P3.05	Town Home Unit Plumbing Plans	Dated 05-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01
P6.01	Plumbing Schedules and Details	Dated 05-01-01, Revised 08-15-01
P6.02	Plumbing Schedules and Details	Dated 05-01-01, Revised 08-15-01
P6.03	Plumbing Schedules & Details	Dated 05-01-01, Revised 08-15-01, Rev.#3 dated 01-29-02
P10.01	Leasing Center First Floor Plumbing Plan	Dated 05-01-01, Rev.#1 dated 09-12-01
P10.02	Leasing Center Second Floor Plumbing Plan	Dated 05-01-01, Rev.#1 dated 09-12-01
P10.03	Bath Pool and Fitness Floor Plumbing Plan	Dated 05-01-01, Rev.#1 dated 09-12-01
P10.04	Plumbing Schedules & Details	Dated 05-01-01, Rev.#1 dated 09-12-01
P10.05	Plumbing Schedules & Details	Dated 05-01-01, Rev.#1 dated 09-12-01
F1.01	Fire Protection Site Plan	Dated 05-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01
F2.01	Building Type 1, 1 st Floor Fire Protection Plan	Dated 05-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01
F2.02	Building Type 1, 2 nd & 3 rd Flr. Fire Protection Plans	Dated 05-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01
F2.03	Building Type 2, 1 st Floor Fire Protection Plan	Dated 05-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01 Rev.#3 dated 01-29-02
F2.04	Building Type 2, 2 nd & 3 rd Flr. Fire Protection Plans	Dated 05-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01
F2.05	Building Type 3, 1 st Floor Fire Protection Plan	Dated 05-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01

Contractor Initials: 

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Summit 00558

Subcontractor Initials: 

<u>DOCUMENTS</u>	<u>TITLE</u>	<u>DATED</u>
F2.06	Building Type 3, 2nd Floor Fire Protection Plan	Dated 05-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01
F2.07	Building Type 3, 3rd Floor Fire Protection Plan	Dated 05-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01
F2.08	Building Type 4, 1st Floor Fire Protection Plan	Dated 05-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01
F2.09	Building Type 4, 2nd & 3rd Fir Fire Protection Plans	Dated 05-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01
F3.01	Flat A - Fire Protection Plan	Dated 05-01-01, Revised 08-15-01
F3.02	Flat B - Fire Protection Plan	Dated 05-01-01, Revised 08-15-01
F3.03	Flat C - Fire Protection Plan	Dated 05-01-01, Revised 08-15-01
F3.04	Flat D - Fire Protection Plan	Dated 05-01-01, Revised 08-15-01
F3.05	Town Home Unit Fire Protection Plans	Dated 05-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01
F6.01	Fire Sprinkler Schedules And Details	Dated 05-01-01, Revised 08-15-01
F10.01	Leasing Center, First Floor Fire Protection Plan	Dated 05-01-01, Rev.#1 dated 09-12-01
F10.02	Leasing Center Second Floor Fire Protection Plan	Dated 05-01-01, Rev.#1 dated 09-12-01
F10.03	Bath Pool and Fitness Floor Fire Protection Plan	Dated 05-01-01, Rev.#1 dated 09-12-01
F10.04	Fire Protection Schedules And Details	Dated 05-01-01, Rev.#1 dated 09-12-01
SP1.01	Specifications	Dated 05-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01
SP1.02	Specifications	Dated 05-01-01, Revised 08-15-01
SP1.03	Specifications	Dated 05-01-01, Revised 08-15-01
SP1.04	Specifications	Dated 05-01-01, Revised 08-15-01
SP1.05	Specifications	Dated 05-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01

Landscape Design

Hoffman Lester Associates, Inc., 29 Leinbach Drive, Charleston, S.C. 29407, 843-763-1166.

<u>DOCUMENTS</u>	<u>TITLE</u>	<u>DATED</u>
L1 of L4	Landscape Plan	11-12-01
L2 of L4	Landscape Plan	11-12-01
L3 of L4	Landscape Plan	11-12-01
L4 of L4	Landscape Plan	11-12-01

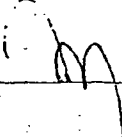
Geotechnical Investigation Report dated August 29, 2001 provided by Wright Christopher Engineering & Construction Services entitled, "Geotechnical Investigation, Vintage at Fenwick Plantation Apartment Complex, John's Island, SC, WPC Project #2001-211"

BY: 

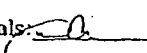
COMPANY NAME/TITLE: NORTH FLORIDA FRAMING, INC.

DATE: 3/26/02

Summit 00559

Contractor Initials: 

15

Subcontractor Initials: 

ATTACHMENT "A"

1. All parties hereby agree that no extra payment will be made for material storage, freight costs, travel expenses, delivery charges, re-inspection fees or any other miscellaneous costs required to install the scope of work included in this subcontract agreement

2. All parties hereby agree that any conflicts between the drawings, specifications and/or any conflicts between pages or details that is discovered by SUBCONTRACTOR shall be brought to the attention of CONTRACTOR immediately. Any work performed by SUBCONTRACTOR with previous knowledge of conflicts will be at the complete liability of SUBCONTRACTOR for its acceptance, and any costs to correct to compliance shall be paid by SUBCONTRACTOR.

3. All parties hereby agree that SUBCONTRACTOR is responsible for maintaining CONTRACTOR's master set of project record drawings on a weekly basis. In the event SUBCONTRACTOR fails to meet this requirement, progress or final payments may be withheld until such time that CONTRACTOR receives updated project record drawings from SUBCONTRACTOR

4. All parties hereby agree that SUBCONTRACTOR has the sole responsibility for compliance with all of the requirements of the Occupational Safety and Health Act of 1970 and agrees to indemnify and hold harmless CONTRACTOR against any legal liability or loss including personal injuries which CONTRACTOR may incur due to SUBCONTRACTOR's failure to comply with the above referenced act. In the event any fines or legal costs are assessed against CONTRACTOR by any governmental agency due to noncompliance of safety codes or regulations by SUBCONTRACTOR, such costs will be deducted, by change order, from SUBCONTRACTOR's Subcontract amount

5. All parties hereby agree that control of the Work Schedule, use of the site and coordination of all on-site personnel will be performed under the complete direction of CONTRACTOR's supervisory staff. CONTRACTOR may enforce upon SUBCONTRACTOR any of the following actions in order to expedite or coordinate the work. However, CONTRACTOR does not assume any liability for delays to SUBCONTRACTOR or third parties in connection with coordination of on-site personnel. These actions include, but are not limited to, the following:

- A) Designated storage, designated unloading and parking areas
- B) Require unacceptable materials, equipment or vehicles to be removed from the project.
- C) Limit the use of the site by SUBCONTRACTOR's equipment, vehicles, personnel or stored materials.
- D) Temporarily or permanently bar specific personnel from the site. Listed below is a partial list of reasons to deny a person access to the project.
 - 1) Drug or alcohol use
 - 2) Fighting, possession of weapons
 - 3) Theft
 - 4) Harassment of anyone on or off the project
 - 5) Personal use of the areas near the project limits for parking, eating, sleeping, etc.
 - 6) Failure to cooperate with CONTRACTOR's supervisory personnel or comply with project documents.

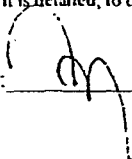
6. All parties hereby agree that CONTRACTOR may provide, in locations determined to be appropriate for the project, temporary electrical, temporary water and temporary toilet services. Further, SUBCONTRACTOR shall make use of the services as provided. However, the inability of SUBCONTRACTOR to make use of the services as provided or the temporary unavailability of services, shall not release SUBCONTRACTOR'S obligation to complete the work included in this Subcontract Agreement, on schedule, or by supplying at SUBCONTRACTOR'S own expense any additional utilities or services it may require to perform its scope of work in accordance with the project schedule.

7. All parties hereby agree that all technical questions, submittals, clarifications, schedules and procedures will be submitted, in writing, by SUBCONTRACTOR to CONTRACTOR. Further, the cost of any work performed or reliance on information other than in compliance with instructions or information provided by CONTRACTOR, shall be borne by SUBCONTRACTOR and any such cost is included in this Subcontract Agreement.

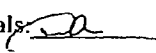
8. All parties hereby agree that the cost of any testing, re-testing, layout, staking, engineering, inspection fees, reinspection fees, repair work or any other cost associated with any testing, inspections or examinations required by the specifications to determine the acceptability of SUBCONTRACTOR's scope of work will be borne by SUBCONTRACTOR and any such cost is included in this Subcontract Agreement.

9. All parties hereby agree that SUBCONTRACTOR is responsible for all related work, no matter in what sections of the plans and specifications it is detailed, to complete the scope of work as listed in Attachment "B" to this Subcontract Agreement.

Summit 00560

Contractor Initials: 

16

Subcontractor Initials: 

10. All parties hereby agree that SUBCONTRACTOR will provide all necessary equipment, manpower and rigging to safely and efficiently unload its materials in the areas assigned or approved by CONTRACTOR's supervisory personnel. Further, all material delivery times will be coordinated with suppliers and approved by CONTRACTOR so as not to impede or disrupt the work or schedule of CONTRACTOR or other SUBCONTRACTORS.

11. All parties hereby agree that this executed Subcontract Agreement hereby supersedes any prior proposals, both written or verbal, therefore, any prior written or verbal proposals hereby becomes null and void at the signing of this Subcontract Agreement.

12. All parties hereby agree that SUBCONTRACTOR is to submit a detailed "Schedule of Values" for approval by CONTRACTOR prior to the signing of this Subcontract Agreement. In the event of disagreement between the parties then CONTRACTOR'S decision shall govern.

13. All parties hereby agree that SUBCONTRACTOR shall secure and pay for all permits required to install the Scope of Work included in this Subcontract Agreement.

14. All parties hereby agree that weekday overtime work and weekend work will be required to complete this project in accordance with CONTRACTOR's schedule. Further, this weekday overtime work and weekend work will be performed at the sole direction of CONTRACTOR and all costs thereof is included in this Subcontract Agreement.

15. All parties hereby agree that SUBCONTRACTOR shall be responsible that both he and each SUBCONTRACTOR under his control shall pay all State Sales Tax, Consumer Tax, Use and other similar taxes for the work, or portions thereof, provided by this SUBCONTRACTOR, whether or not yet effective.

16. All parties hereby agree that in all cases in which a manufacturer's name, trade name, or their proprietary designation is used in connection with materials or articles to be furnished under this Subcontract Agreement, whether or not the phrase "or equal" is used after such name, SUBCONTRACTOR shall furnish the product of the named manufacturers without substitution, unless a written request for the substitute has been submitted to CONTRACTOR by the SUBCONTRACTOR and approved, in writing, by CONTRACTOR.

17. All parties hereby agree that SUBCONTRACTOR shall employ a competent superintendent and necessary assistants all approved by CONTRACTOR who shall be in attendance at the project site full-time during the progress of the work included in this Subcontract Agreement.

18. All parties hereby agree that SUBCONTRACTOR assures that either he or an authorized representative of his company will attend all jobsite meetings as established by CONTRACTOR's supervisory staff unless their presence is not requested by CONTRACTOR. In the event a representative shall represent SUBCONTRACTOR at these meetings, said representative shall be able to make binding commitments on all matters to be discussed at such meetings, including cost, payments, change orders, time schedules and manpower requirements. This is to include but not limited to, all Project Manager Near Term Meeting and Superintendent Meetings. Further, a penalty of \$500.00 per meeting will be imposed if SUBCONTRACTOR or SUBCONTRACTOR's representative is not present at these meetings. The following person(s) are designated as SUBCONTRACTOR's representatives having the authority as stated herein.

SUBCONTRACTOR Designated Representative.

Ernest Marquez

{Optional Representative}

19. All parties hereby agree that by SUBCONTRACTOR approving and submitting shop drawings, product data, and samples, SUBCONTRACTOR hereby represents that he has reasonably determined and verified all dimensions, quantities, field dimensions, relations to the existing work, coordination with work to be installed later, coordination with information on previously accepted shop drawings, product data, or samples and verification of compliance with all of the requirements of the Contract Documents. Further, the accuracy of such information is the sole responsibility of SUBCONTRACTOR. In reviewing shop drawings, product data, and samples, CONTRACTOR shall be entitled to rely on SUBCONTRACTOR'S representation that such information is correct and accurate.

20. All parties hereby agree that no portion of the work requiring submission of a shop drawing, product data, or sample shall be commenced until CONTRACTOR has received from SUBCONTRACTOR all required shop drawings, product data, or required samples and all have been approved by the appropriate parties. Further, all such portions of the work shall be furnished and installed by SUBCONTRACTOR in accordance with approved shop drawings, product data, or samples.

Contractor Initials. [Signature]

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Subcontractor Initials. [Signature]

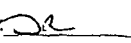
Summit 00561

21. All parties hereby agree this is a Lump Sum Subcontract Agreement, written with the intent that there be no extras if installed in accordance with the Project Plans and Specifications. All prices are firm and includes applicable fees, taxes, licenses, freight, unloading, project distribution, hoisting and any other needed items to complete the scope of work as listed herein.
22. All parties hereby agree that SUBCONTRACTOR shall be held responsible and pay all associated cost for repairs to all damages to any buildings or the work of others resulting from his negligence or negligence of a material supplier or SUBCONTRACTOR of this SUBCONTRACTOR
23. All parties hereby agree that SUBCONTRACTOR is responsible for all costs associated with all necessary flagmen, barricades, and safety equipment necessary to install the scope of work as listed in this Subcontract Agreement.
24. All parties hereby agree that the OWNER, or OWNER'S representative, could request SUBCONTRACTOR to do additional work without obtaining the approval of CONTRACTOR or CONTRACTOR's representative and that there is a possibility that OWNER would not pay this claim if SUBCONTRACTOR performs said work without CONTRACTOR's consent. In the event this happens and OWNER does not pay CONTRACTOR, SUBCONTRACTOR then waives all claims against CONTRACTOR for payment of these portions of work
25. All parties hereby agree this Subcontract Agreement shall not be deemed as a commitment, or offer to engage the services of SUBCONTRACTOR until such time this Subcontract Agreement is duly executed by an authorized representative of CONTRACTOR
26. All parties hereby agree that before work commences, SUBCONTRACTOR shall submit an original insurance certificate showing General Liability Coverage and Limits of Worker's Compensation Coverage to CONTRACTOR'S home office. All parties further agree that no payments will be received by SUBCONTRACTOR for any work performed on the project until such time CONTRACTOR has received these Insurance Certificates from SUBCONTRACTOR.
27. All parties hereby agree that for purposes of this agreement, "hazardous substances" shall mean any contaminants, wastes, substances or other materials which pose violation of any local, state or federal law or regulation or are deemed environmentally hazardous, toxic or harmful by any local, state or federal environmental protection or other agency, including, without limitation, asbestos, polychlorinated biphenyl's, petroleum products, flammable explosives, radioactive materials or infectious substances. SUBCONTRACTOR shall not bring any hazardous substance to the jobsite, and hereby agrees to fully defend, indemnify and hold CONTRACTOR and OWNER harmless from and against any and all liability, claims, losses, penalties, costs, expenses, damages and causes of action suffered or incurred by CONTRACTOR or OWNER resulting in any manner whatsoever, directly or indirectly, from the presence of any hazardous substance as a result of the actions of SUBCONTRACTOR. In the event that SUBCONTRACTOR encounters any material on the jobsite reasonably believed to be a hazardous substance, SUBCONTRACTOR will handle such hazardous substance in accordance with all laws and applicable ordinances.
28. All parties hereby agree that it shall be SUBCONTRACTOR'S responsibility to review all plans and specifications, to learn the general policies of the CONTRACTOR, and the schedule pace of work and general methods of procedure. All parties hereby agree that SUBCONTRACTOR is to plan its material and equipment deliveries and the volume of its manpower in order to coordinate all of its work with CONTRACTOR'S policies, methods and schedule.
29. All parties hereby agree that all applicable Federal, State and Local Codes take precedence over project plans and specifications and any additional cost to make the required changes to comply with said codes is hereby included in this Subcontract Agreement.
30. All parties hereby agree that SUBCONTRACTOR and all of its employees and SUBCONTRACTORS will only use ingress and egress routes as directed by CONTRACTOR'S jobsite superintendent.
31. All parties hereby agree that SUBCONTRACTOR acknowledges that other site and building improvements will be in progress during the course of its work, and SUBCONTRACTOR will take the necessary steps in the coordination of material handling and in the implementation of its work so as not to loose time on its schedule or interfere with the construction of other improvements
32. All parties hereby agree that in the event temporary electrical service becomes inoperable SUBCONTRACTOR will then furnish its own means of project power to install the scope of work included in this Subcontract Agreement
33. All parties hereby agree that CONTRACTOR will have final approval of SUBCONTRACTORS on site supervision and upon approval of this supervision SUBCONTRACTOR hereby agrees not to replace this approved jobsite supervision without CONTRACTORS consent.

Contractor Initials. 

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Subcontractor Initials. 

34. All parties hereby agree that SUBCONTRACTOR fully agrees to comply with all terms and conditions contained within the Immigration Reform and Control Act of 1996

35. All parties hereby agree that SUBCONTRACTOR has visited the project site and is aware of all site conditions that affect its scope of work. All parties further agree that no additional compensation will be made due to SUBCONTRACTOR'S failure to familiarize itself with all site conditions prior to the execution of this Subcontract Agreement.

36. All parties hereby agree that SUBCONTRACTOR shall submit a Material Safety Data Sheet (MSDS) notebook to CONTRACTOR'S job site Superintendent prior to commencing work on the project.

37. All parties hereby agree that SUBCONTRACTOR is to furnish and install all necessary heating devices, including fuel for same, necessary for the installation of this scope of work.

38. All parties hereby agree that in the event SUBCONTRACTOR crosses any permanent improvements such as concrete curb or sidewalks, it shall be the responsibility of SUBCONTRACTOR to take the appropriate measures to protect these existing improvements. In the event any areas are damaged, it shall be the SUBCONTRACTOR's responsibility to remove and replace these damaged areas.

39. All parties hereby agree that SUBCONTRACTOR shall have the responsibility of notifying CONTRACTOR seven (7) days prior to any known material shortages on project.

40. All parties hereby agree that SUBCONTRACTOR shall furnish and install a jobsite radio for his jobsite foreman capable of communicating with the CONTRACTOR'S Jobsite Superintendent.

41. All parties hereby agree that the trees on the jobsite are of extreme importance to the value of the property. All parties further agree that SUBCONTRACTOR shall be fully liable for any damage caused to these trees by this SUBCONTRACTOR including, but not limited to, consequential damages resulting therefrom.

42. All parties hereby agree that each item required by all Federal, State, and Local governing authorities may not be specifically shown on the Plans and Specifications, however, all requirements imposed by these governing authorities are hereby included in this Subcontract Agreement. Compliance with all governing laws, ordinances, rules, regulations, and lawful orders, inclusive of documentation and/or reporting of occurrences and/or conditions, enacted prior to execution of this Subcontract Agreement for the Work, or portions thereof, provided by this Subcontract, of any governing authority having jurisdiction over the performance of this Work, whether or not yet effective, is hereby included in this Subcontract.

43. All parties hereby agree that all required and necessary submittal data shall be submitted by SUBCONTRACTOR to CONTRACTOR within three (3) days of the signing of this Subcontract Agreement to allow sufficient time for approval.

44. All parties hereby agree that SUBCONTRACTOR had in its possession at time of bid all Contract Documents necessary to supply CONTRACTOR a complete turnkey bid for SUBCONTRACTOR's scope of work included herein.

45. All parties hereby agree that SUBCONTRACTOR shall keep at the jobsite on a full-time basis at least one superintendent or foreman who speaks the English Language.

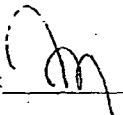
46. All parties hereby agree that all installed items on the project remain the responsibility of SUBCONTRACTOR until accepted by OWNER or OWNER'S representative.

47. All parties hereby agree that any required hoisting, scaffolding, lulls, forklifts or any other machinery of any kind, including labor for same, to unload, store, move around on jobsite, and handle SUBCONTRACTOR's materials to install this scope of work in any nature is included in this Subcontract Agreement. Further, SUBCONTRACTOR agrees to use properly certified personnel to operate equipment while on project site.

48. All parties hereby agree that SUBCONTRACTOR is not authorized to install a SUBCONTRACTOR job sign without written consent of CONTRACTOR.

Summit 00563

Contractor Initials:



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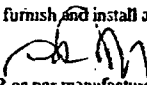
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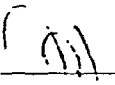


**THE VINTAGE AT FENWICK PLANTATION
ATTACHMENT "B"
SCOPE OF WORK**

Rough Carpentry Framing and Structural Hardware Labor

Furnish all labor, materials, accessories, permits, equipment, supervision, services, labor taxes, insurance, licenses, and any other related cost necessary for a complete execution of all Rough Carpentry Framing Labor, Framing Materials, Floor and Roof Trusses, Components, and Structural Hardware all in its entirety and in strict accordance with the Contract Documents enumerated in SUBCONTRACTOR Documents Acknowledgment to this Agreement, and in strict compliance with the requirements of all Federal, State and Local governing authorities. This is to include 10 Apartment Buildings, 1 Clubhouse, 1 Pool Pavilion, and Trash Compactors. This Subcontract Agreement is also to be inclusive of, but not limited to, the following:

1. All parties hereby agree that the general quality of work and performance thereof shall meet the complete satisfaction of CONTRACTOR, Owner and Architect, and at all times complies with Federal, State, Local and County Building Codes.
2. All parties hereby agree that SUBCONTRACTOR's foreman shall inspect the building with CONTRACTOR's Jobsite Superintendent prior to acceptance, and they shall create a punch list as directed by CONTRACTOR. SUBCONTRACTOR shall commence with the timely correction of all punch list items and agrees that the punch crews shall be of sufficient size as directed by CONTRACTOR's Jobsite Superintendent. Said punch crew shall be independent from the production crew framing the buildings; but when required, production workers shall fall back to remedy such punch out that is required to maintain the Completion Schedule as outlined by CONTRACTOR.
3. All Component and Truss drawings are to be reviewed by the SUBCONTRACTOR. The SUBCONTRACTOR will be responsible if there are issues that are not caught during the submittal review time frame.
4. Install all banding, trim work and cornice as required per plans and specifications.
5. Install a 24" band of PT plywood at the perimeter of each building for termite protection.
6. All parties hereby agree that SUBCONTRACTOR has included all labor to install all walls, blocking, bracing, wall sheathing, plates, floor trusses, roof trusses, smoke stops, draft stops, smoke stop framing, pre-fab beams, floor decking, truss bracing both temporary and permanent, roof decking, stairs, flashing, stair treads (if applicable), conventional roof framing, sub-fascia, soffit blocking, blocking for plumbing, signage, lofts, kneewalls, HVAC vent framing, attic accesses, all required fur downs for project, and miscellaneous framing and punch out work as required by CONTRACTOR and per the Plans and Specifications to provide a complete framing scope of work for this project inclusive of, but not limited to, all complete assemblies. SUBCONTRACTOR further agrees that Plans may not show all fur downs, draft stops, firestopping, smoke walls, or other incidental framing as may be required, and SUBCONTRACTOR agrees to install these items as part of this scope of work. Additionally, SUBCONTRACTOR agrees to coordinate and replace studs or any material that has been removed for purposes of access by other trades.
7. All parties hereby agree that SUBCONTRACTOR shall furnish and install all of the different types of fasteners required for the project. *their scope of work.* 
8. Windows are to be installed by the SUBCONTRACTOR as per manufacturers recommendations and as outlined by the CONTRACTOR. This is to include but not limited to the following, set windows in a bed of silicone caulk, fasten with screws, install a single piece of Z flashing at the top of the window extending over either side by at least 1", wrap housewrap to the interior of the opening prior to installing window, wrap plastic flashing at the sill of the window prior to installation of the window.
9. All parties hereby agree that all nailing patterns, fasteners, and/or fastening systems shall be in accordance with the Structural Engineering Plans and Architectural Drawings, or as required by governing authorities whichever is the more stringent.
10. All parties hereby agree that SUBCONTRACTOR shall furnish lulls and cranes or any needed equipment including labor to unload, and move all materials and supplies related or unrelated to its trade as directed by CONTRACTOR so as not to conflict or impact Schedule including but not limited to windows, interior stair stringers/treads, ceramic tile etc.
11. All parties hereby agree that SUBCONTRACTOR shall verify all slab layouts with the concrete SUBCONTRACTOR and CONTRACTOR's Jobsite Superintendent prior to the pouring of concrete.

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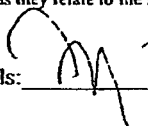
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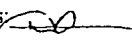
Subcontractor Initials: 

12. SUBCONTRACTOR to install all required caulk and "Z" flashing (termite shield) at the perimeter of the building per plans and specifications and at the top of all windows as required by the CONTRACTOR.
13. All parties hereby agree that SUBCONTRACTOR shall use red concrete dye and permanent markers for all layouts of buildings on slab. SUBCONTRACTOR further agrees that all layouts shall be performed from the horizontal and vertical center of the slab and any discrepancies in measurements shall be immediately reported to CONTRACTOR.
14. All parties hereby agree that SUBCONTRACTOR shall shim bottom plates to bring them to a consistently level condition within reason. SUBCONTRACTOR is to secure all bottom plates to slab prior to the installation of floor trusses directly above.
15. Install all decorative louvers and spires as provided by CONTRACTOR per located in the plans.
16. Install all siding and trim associated with the siding per plans.
17. All parties hereby agree that SUBCONTRACTOR shall, upon commencement of the work, provide CONTRACTOR with a new six-foot wooden level without adjustable bubbles, which will be used as the instrument of precedence in inspecting SUBCONTRACTOR's work.
18. All parties hereby agree that SUBCONTRACTOR or its foreman must remain on the jobsite during normal working hours and shall provide adequate supervision to maintain production and quality control throughout the rough framing phase of construction and during the punch out work required prior to insulation and drywall applications.
19. All parties hereby agree that SUBCONTRACTOR shall provide labor for the installation of complete floor and roof truss systems and assemblies. SUBCONTRACTOR shall be responsible for placement of all trusses to provide passageway of piping. SUBCONTRACTOR shall install all roof trusses and roof substrate in strict accordance with the CONTRACTOR's directions, truss shop drawings, and structural plans including all bracing and truss-to-truss connections as required. Further, SUBCONTRACTOR shall install all roof and floor trusses in strict accordance with all governing authorities requirements.
20. Exterior trim nail heads to be flush and will not break the face plane of the material.
21. Install all Quick Tie structural hardware system and all required structural hardware in strict accordance with all plans, specifications, submittals, and as required by the Structural Engineer of Record or the governing code system which ever is greater. It is the responsibility of the SUBCONTRACTOR to complete a full hardware package.
22. All parties hereby agree that SUBCONTRACTOR shall make all joints in wood members clean, neat, and with full contact. Any cutting with tools other than a saw is strictly prohibited. SUBCONTRACTOR shall install all wood fascies where possible in one continuous piece but not less than 10'. Vertical joints are to end at locations where a sound member shall provide backing.
23. All parties hereby agree that the misalignment of framing between any two floors shall not exceed one-fourth inch.
24. SUBCONTRACTOR shall install all "Dead Wood" for the project as directed by CONTRACTOR's Jobsite Superintendent and for a complete installation per plans and specifications.
25. All parties hereby agree that SUBCONTRACTOR is to install all required dead wood for the project.
26. All parties hereby agree that SUBCONTRACTOR is to furnish all nails.
27. All parties hereby agree that roof rakes where gable walls meet roof, attic fire walls and draft stops shall be blocked to provide appropriate nailers for sheathing, flashing, wire lath, siding, etc. adjacent to roof deck.
28. All parties hereby agree that CONTRACTOR shall provide any framing details not shown on the construction drawings. In no instance shall SUBCONTRACTOR assume the appropriate assembly of a given detail when no mention of it being made on the construction drawings. In the event this should happen, SUBCONTRACTOR shall notify CONTRACTOR immediately of any said missing or undesigned details.
29. All parties hereby agree that SUBCONTRACTOR shall install all landings and stairs, simultaneously with the framing of the building. CONTRACTOR shall have the right to stop wall-framing work until landing and stair installations are "current" in progress as they relate to the rest of the work and the Construction Schedule.

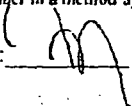
Summit 00565

Contractor Initials: 

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Subcontractor Initials: 

30. All parties hereby agree that SUBCONTRACTOR shall properly and promptly install blocking at all locations as directed by CONTRACTOR. All parties further agree that this blocking is to include grab bars, water fountains, cabinets, toilet paper holders, towel bars, wall railings, tub skirts, water heaters, fire blocking, and any other areas of required blocking for the project.
31. All parties hereby agree that SUBCONTRACTOR is to remove or straighten all stud framing to ultimately provide services with no more than one-fourth inch variation in a nine-foot plane.
32. All parties hereby agree that staging of materials for subsequent framing of a building shall be accomplished strictly per the instructions of CONTRACTOR.
33. All lumber shall be the size and species directed by the plans and specifications. Any variance from the plans will only be allowed if allowed by the architect or engineer of record.
34. All parties hereby agree that SUBCONTRACTOR shall install framing to the degree that all "substrates" are correctly and completely in place for the siding and exterior trim or stucco nailers. This shall include the framing of all gable end walls to be per plans and specifications.
35. All parties hereby agree that SUBCONTRACTOR shall run all sub-fascias "string line true"
36. All parties hereby agree that SUBCONTRACTOR shall install all horizontal draft stopping at all party walls, and install all inaccessible vertical draft stopping where trusses are perpendicular to party walls.
37. All parties hereby agree that SUBCONTRACTOR shall frame and install all attic scuttle holes and breezeway access holes as required.
38. Plumbing chases and chases will be required and will be installed by the SUBCONTRACTOR as directed by the CONTRACTOR.
39. All parties hereby agree that SUBCONTRACTOR shall install all building flashing in strict accordance with Plans and Specifications and governing authority requirements and all other flashing required by the CONTRACTOR.
40. All parties hereby agree that SUBCONTRACTOR shall be responsible for the proper receiving, handling, and installation of all windows. SUBCONTRACTOR shall install all window and door rough opening sizes true to size and square to within one-fourth inch of comparable diagonal measurement, and plumb and level to within one-fourth inch per six feet. SUBCONTRACTOR shall install windows in strict compliance with manufacturer's recommendations.
41. All parties hereby agree that SUBCONTRACTOR and CONTRACTOR's Jobsite Superintendent shall inspect substrates on each building for repairs prior to installation of siding, trim, and/or exterior finish system. Any repairs to the substrate required after commencement of siding and trim installation, or exterior finish system, shall be provided by SUBCONTRACTOR at no additional cost to CONTRACTOR.
42. All parties hereby agree that SUBCONTRACTOR shall be selective in the use of trim boards applied to a building. Any poor quality trim boards applied to the construction work shall be promptly removed by SUBCONTRACTOR and appropriately replaced with boards of acceptable quality.
43. All parties hereby agree that SUBCONTRACTOR is to furnish the labor to install all wood stair framing and landing as applicable to this project.
44. All parties hereby agree that SUBCONTRACTOR is to furnish all required storage trailers, temporary fencing, etc. required to install the scope of work included in this Subcontract agreement.
45. All parties hereby agree that SUBCONTRACTOR is to notify CONTRACTOR immediately of any damaged roof trusses, floor trusses, or assemblies that would require an Engineering detail for repair of it.
46. All parties hereby agree that SUBCONTRACTOR shall cull all material prior to installation, which is warped, split, or otherwise damaged. SUBCONTRACTOR shall also take care not to split or otherwise damage any material during his installation process.
47. All parties hereby agree that SUBCONTRACTOR shall unload, store on-site, and install all joist, floor trusses, roof trusses, and framing lumber in a method approved by the manufacturers of each product. SUBCONTRACTOR shall further Summit 00566

Contractor Initials: 

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Subcontractor Initials: 

provide and install all fill-ins to roof trusses. SUBCONTRACTOR shall also be responsible for any conventional framing required in roofs. SUBCONTRACTOR shall also provide and install all truss clips, metal connectors, epoxy and hangers in accordance with the rough hardware manufacturer's specifications at the locations set forth in the Plans. SUBCONTRACTOR shall further ensure that trusses are not cut during their installation; nor shall metal connectors be damaged. SUBCONTRACTOR shall coordinate with inter-related trades to ensure that necessary access is allowed for their installations without damage being caused to the structural integrity of the system.

48. All parties hereby agree that SUBCONTRACTOR shall inspect and repair any damaged or delaminated roof sheathing prior to the installation of felt paper and shingles.

49. All parties hereby agree that SUBCONTRACTOR shall construct roof crickets at relocated from the valley chimneys as required as well as install Positive drainage on all roofs above door openings at the direction of CONTRACTOR.

50. All parties hereby agree that SUBCONTRACTOR shall ensure that there is no unnecessary wasting of material and shall stack and move all material forward for reuse throughout the course of its work. SUBCONTRACTOR is directly responsible for all materials purchased for their portion of the project.

51. All windows are to be installed by the SUBCONTRACTOR per specifications of the manufacturer and the CONTRACTOR.

52. All parties hereby agree that all lumber material stored on-site shall be placed at locations designated by CONTRACTOR's Jobsite Superintendent. SUBCONTRACTOR shall provide all labor as necessary to ensure that these materials are kept neatly stacked and covered.

53. All parties hereby agree that all chimneys are to be structurally attached to the roof system as detailed in the Architectural Plans. Toe nailing the chimneys through the roof deck to the trusses is not considered an acceptable installation. In the event that SUBCONTRACTOR fails to follow the accepted procedure, then SUBCONTRACTOR shall be liable for all cost of all repairs necessary to correct the installation.

54. All parties hereby agree that SUBCONTRACTOR is responsible for the installation of any necessary framing associated with cathedral ceilings.

55. All Parties agree to all balloon framing per the project.

56. All parties hereby agree that SUBCONTRACTOR is to perform all layouts for floor systems in a manner so as not to interfere with plumbing layout and HVAC as the cutting of floor trusses is strictly prohibited.

57. All parties hereby agree that SUBCONTRACTOR is responsible for installing all backing necessary for handicap requirements including backing and blocking necessary for future handicap requirements.

58. All parties hereby agree that SUBCONTRACTOR is to install all firewalls and draft stopping to meet all governing authority codes.

59. All parties hereby agree that SUBCONTRACTOR is responsible for the removal of all nails in wood balcony areas that are not attached to the material itself.

60. All parties hereby agree that SUBCONTRACTOR is to install all interior plywood shear walls.

61. All parties hereby agree that SUBCONTRACTOR is responsible for installing all draft stop access doors.

62. All parties hereby agree that SUBCONTRACTOR is to provide a minimum of two full-time clean up workmen at all times.

63. All parties hereby agree that SUBCONTRACTOR or SUBCONTRACTOR's employees shall remove no material from jobsite unless pre-approved by CONTRACTOR's Jobsite Superintendent.

64. All parties hereby agree that it is an absolute precedent that prior to SUBCONTRACTOR payment for each draw that CONTRACTOR's punch list must be completed by SUBCONTRACTOR. This completion is also to include satisfactory clean up of the interior and exterior of the buildings.

65. The SUBCONTRACTOR agrees never to cross any permanent improvements such as concrete curb, sidewalks, etc. unless approval has been given by the CONTRACTOR and only after the SUBCONTRACTOR has taken the appropriate

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Subcontractor Initials: ud

measures to protect these existing improvements. However, any damage to the site improvements subsequent to the SUBCONTRACTOR's ingress and egress shall be the sole responsibility of the SUBCONTRACTOR's notwithstanding that, CONTRACTOR has given the SUBCONTRACTOR permission to cross these areas.

66 All parties hereby agree that all headers and beams are to be assembled using full size OSB or plywood (slitch plates).

67 All parties hereby agree that SUBCONTRACTOR shall provide and use scaffolding if needed of which meets all requirements for appropriate scaffolding as set forth by OSHA. No one shall be allowed to lay walk boards or material across window opening where a window is already installed.

68 All required use of cranes is to be the responsibility of the SUBCONTRACTOR. The SUBCONTRACTOR shall load the HVAC condenser units on the breezeway roofs as directed by the CONTRACTOR and assisted by the HVAC SUBCONTRACTOR

69 All parties hereby agree that the labor to install all party wall construction is included in this Subcontract Agreement, and further acknowledges, the studs at the party walls shall be staggered.

70 All parties hereby agrees that certain interior walls of the project may have to be changed from 2" x 4" to 2" x 6" material in some cases due to functional purposes and the labor for this change is included in this Subcontract Agreement

71 All parties hereby agree that it is explicitly understood that the intent of this SUBCONTRACT Agreement is to include any and all required Rough Carpentry and exterior wood trim/complete such as fascia boards etc. Truss systems, labor for this project; and even though it may not be explicitly listed in these line items, it is still included in this Subcontract Agreement. Furthermore, this is a guaranteed price for all Rough Carpentry/Trusses labor for the project. SUBCONTRACTOR hereby agrees that this price includes all necessary labor to complete his/her scope of work, in its entirety.

72 All parties hereby agree that SUBCONTRACTOR shall frame all rough openings. He shall coordinate with the Supplier and General CONTRACTOR's Job Superintendent to ensure that the rough opening dimensions for the mailboxes, windows, exterior doors, fireplaces, etc are correct.

73 All parties hereby agree that the decision to allow SUBCONTRACTOR to have an on-site office trailer is at the sole discretion of CONTRACTOR's Jobsite Superintendent. In the event the SUBCONTRACTOR office trailer is allowed on the job site, it shall be removed or relocated at the immediate request of CONTRACTOR's Jobsite Superintendent.

74 SUBCONTRACTOR recognizes that a job kept free of debris is necessary to maintain the safety of the people working for the SUBCONTRACTOR and others. And is essential to the project image presented by CONTRACTOR to Owner. Therefore, the SUBCONTRACTOR shall remove from his work area daily all debris resulting from his/her work, and place it in dumpsters provided by the CONTRACTOR. SUBCONTRACTOR agrees that he shall leave the work area broom clean. Failure to do so within 24 hours notice by the CONTRACTOR's onsite representative will result in automatic approval of SUBCONTRACTOR to CONTRACTOR to employ persons/persons, or other to complete the cleaning said SUBCONTRACTOR neglected to achieve. All charges incurred in the cleanup process including a 20% administration fee shall be automatically deducted, via change order, prior to the next scheduled progress payment. Receipt by CONTRACTOR of a signed change order acknowledging said cleaning costs, will be contingent upon release of said progress payment.

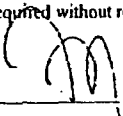
75 SUBCONTRACTOR shall be held responsible for all damages to property or the work of others resulting from his/her work, including consequential damages resulting therefrom. Where damages to buildings and/or furnishings occur due to faulty workmanship or faulty materials provided by SUBCONTRACTOR, said damages will be back-charged to the SUBCONTRACTOR including any consequential damages resulting therefrom.

76 The CONTRACTOR has the authority to disapprove subletting of work. Sub-sub arrangements done by those that are not directly employed by the SUBCONTRACTOR shall be considered the SUBCONTRACTOR's responsibility. SUBCONTRACTOR shall supply a complete list of all such SUBCONTRACTORS including names and phone numbers, and proof of insurance, to CONTRACTOR prior to said SUB-sub commencing work onsite.

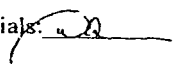
77 SUBCONTRACTOR fully agrees to comply with all terms and conditions contained within the Immigration Reform and Control Act of 1986.

78 The SUBCONTRACTOR agrees and fully understands that the trees and the tree barricades on the jobsite are of extreme importance to the value of the property. The SUBCONTRACTOR shall be fully liable for any damage caused these trees by the SUBCONTRACTOR including but not limited to consequential damages resulting therefrom. Barricades will have to be worked around as required without removing said barricades and fences.

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Contractor Initials: 

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Subcontractor Initials: 

79. The SUBCONTRACTOR agrees to coordinate his/her installations with those of others, and agrees not to charge the CONTRACTOR for any (minor repairs), alterations, deviations, or changes which may occur in the course of properly installing the work.

80. SUBCONTRACTOR to field rip 2x material for the slope of the breezeway for positive fall as required by the CONTRACTOR

81. The SUBCONTRACTOR acknowledges that other site and building improvements will be in progress during the course of their work, and will take the necessary steps in the coordination of material handling and in the implementation of their work so as not to lose time on the project schedule or interfere with the construction of the other improvements.

82. The SUBCONTRACTOR agrees to use only the ingress and egress routes as directed by the CONTRACTOR. And all SUBCONTRACTOR's employees shall park their vehicles only in those locations as directed by CONTRACTOR

83. All contract prices are firm and include all applicable fees, permits, taxes, licenses, freight, etc. Insure that all time and material work is approved in writing by the CONTRACTOR on a daily basis. The SUBCONTRACTOR agrees that additional work over and above the original contract shall not be considered without prior written authorization of the CONTRACTOR. Additional work shall be commenced only after the execution of an appropriate Change Order utilizing unit prices or lump sums as agreed upon.

84. All parties hereby agree to apply required blocking for all open entrance for application of vinyl by others

85. All parties hereby agree that SUBCONTRACTOR shall submit a detailed Schedule of Values for the project, whereas a line item entitled "Unit Punch Out" will be submitted at \$75.00 per unit and a line item entitled "Unit Clean-Up" will be submitted at \$75.00 per unit.

86. All parties hereby agree that Dave Anderson or Elco Marquez will personally supervise this project and his presence at the jobsite will be required ~~three~~ (2) days per week. If problems occur it is at the CONTRACTOR's request this can increase until problems are suitably solved per the CONTRACTOR

87. All parties hereby agree that the only way that Fall Protection can be omitted from roof trusses and roof sheathing is for SUBCONTRACTOR to obtain written approval from OSHA and submit this written approval to CONTRACTOR.

88. All parties hereby agree that the Maintenance Building is included in this Subcontract Agreement.

89. All curved and or half round window rough openings are to receive masonite applied to follow the arc that matches the window profile and any other arc required by CONTRACTOR to receive masonite

90. All parties hereby agree that all carpentry work at trash compactor (1) is included in this Subcontract Agreement.

91. All parties hereby agree that all carpentry work associated with the maintenance building is included in this Subcontract Agreement.

92. All parties hereby agree that all required fur downs are included in this Subcontract Agreement.

93. All parties hereby agree that all trim bands are included in this Subcontract Agreement

94. The cutting out and blocking for all roof vents are included in this contract.

95. ALL Structural hardware is the responsibility of the SUBCONTRACTOR. This is to include but not limited to all materials, labor, equipment, inspections, supervision to install a complete structural hardware system per plans and per all required applicable codes

96. The SUBCONTRACTOR is to provide the SUBCONTRACTOR'S jobsite foreman with a NEXTEL radio compatible to the CONTRACTOR'S jobsite superintendent.

97. SUBCONTRACTOR is to install all Gypsum wallboard between floor trusses or OSB/plywood and all other details similar to this as well as the gypsum on the roof split truss for the length.

98. Components for exterior windows, doors, corners and tee's will be supplied, used and maintained by the SUBCONTRACTOR.

Summit 00569

Contractor Initials:

25

Subcontractor Initials:

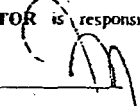
99. The Subcontract's intent is to provide a turn key labor and all materials with the correct accessories i.e. fasteners, caulks, clips, epoxy etc. to complete framing and associated trim work.

COMPLETE BUILDING HARDWARE & TIE-DOWN SYSTEM

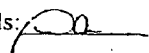
Furnish all labor, material, equipment, supervision, services, labor taxes, material taxes, insurance, licenses, and any other related cost necessary for the installation of **COMPLETE BUILDING HARDWARE & TIE-DOWN SYSTEM** in its entirety and in strict accordance with the Contract Documents enumerated in SUBCONTRACTOR Documents Acknowledgment to this Agreement, and in strict compliance with the requirements, and all State and Local governing authorities. This Subcontract is to be inclusive of, the Clubhouse, Pool Pavilion, 10 unit buildings.

THIS SUBCONTRACT SHALL INCLUDE BUT IS NOT LIMITED TO THE FOLLOWING PROVISIONS:

1. SUBCONTRACTOR shall submit Seven (7) complete sets of submittals for approval within two (2) weeks of execution of the Agreement.
2. Before work commences, the SUBCONTRACTOR shall submit an original insurance certificate indicating adequate General Liability Coverage and Limits, Automobile Coverage and Worker's Compensation Coverage to the CONTRACTOR's home office.
3. It shall be the SUBCONTRACTOR's responsibility to review all plans and specifications, to learn the general policies of the CONTRACTOR, the scheduled pace of work, and general methods of procedure. The SUBCONTRACTOR shall plan his/her material and equipment deliveries and the volume of his/her manpower in order to coordinate all of his/her work with the CONTRACTOR's policies, methods and schedule.
4. SUBCONTRACTOR will be responsible for the payment and procurement and approval of all permits for his construction under this Subcontract.
5. SUBCONTRACTOR shall be responsible for any and all applicable fees, permits, taxes, licenses, freight, etc.
6. CONTRACTOR has the authority to disapprove subletting of work. Sub-sub arrangements done by those that are not directly employed by the SUBCONTRACTOR shall be considered the CONTRACTOR's responsibility. SUBCONTRACTOR shall supply a complete list of all such SUBCONTRACTORS including names and phone numbers, and proof of insurance, to CONTRACTOR prior to said SUB-sub commencing work onsite.
7. SUBCONTRACTOR agrees that CONTRACTOR will have final approval of SUBCONTRACTORS on site supervision and upon approval will not be replaced without CONTRACTOR's prior written approval, such approval not to be unreasonably withheld.
8. SUBCONTRACTOR'S foreman shall inspect the building with CONTRACTOR'S representative prior to acceptance, and shall create a punch list as directed by CONTRACTOR. The SUBCONTRACTOR shall commence with the timely correction of all punch list items within 24 hours, and agrees that the punch crew shall be of sufficient size as requested by the superintendent, but must be a minimum of (3) qualified people to complete said work within 24 hours. Said punch out crew shall be independent from the production crew roughing the buildings but if / when required production workers shall fall back to remedy such punch out that is required to maintain the completion.
9. SUBCONTRACTOR shall be responsible for policing his work for deficiencies prior to CONTRACTOR or Owner punch lists being generated. Punch personnel shall be available to accompany CONTRACTOR/OWNER walk if requested by CONTRACTOR.
10. SUBCONTRACTOR will have several mobilizations required to complete this Scope of Work and all needed mobilizations are included in this Subcontract.
11. SUBCONTRACTOR must notify in advance of any intentions to store materials on site. CONTRACTOR, OWNER and Lender must approve all of these requests in advance. Stored materials, if approved, shall not exceed that will be installed within 45 days. Payment to SUBCONTRACTOR for stored materials is for the SUBCONTRACTOR's convenience and shall not create any liability to CONTRACTOR for storage, protection, etc. Value of stored materials will be supported with copies of material suppliers/manufacturers invoices.
12. SUBCONTRACTOR is responsible to protect his work until his work is completed and accepted by

Contractor Initials: 

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Subcontractor Initials: 

Summit 00570

CONTRACTOR/OWNER. SUBCONTRACTOR agrees that the CONTRACTOR will not be held responsible for damages to his work, by others, prior to CONTRACTOR's acceptance.

13. SUBCONTRACTOR agrees to notify CONTRACTOR of any and all damage to SUBCONTRACTOR's work. SUBCONTRACTOR further agrees to diligently research to determine whom the responsible party for damages is and forward this information to CONTRACTOR.

14. SUBCONTRACTOR agrees to repair damaged work in a timely manner not to delay the project schedule in any way. SUBCONTRACTOR further agrees in the event the responsible party cannot be determined, then SUBCONTRACTOR will seek restitution through their insurance company only.

15. SUBCONTRACTOR to supply and install all "Quick Tie" materials as well as and conventional strapping, clips, truss to truss connectors, post and beam connectors, plywood clips, bolts or any connector required by the plans, structural engineer or the City of Charleston to make a complete structural hardware package

16. SUBCONTRACTOR agrees to provide for the complete installation of labor and materials for the Quick Tie System, including Quick Ties, Hurricane Clips, miscellaneous Metal Straps, Hold Downs for shear walls, and Fire Caulk for Quick Tie penetrations through rated assemblies. Connections supplied shall be only from the truss to top plate connection and down Post to foundation, post to beam, truss to truss, gable, and gable over-framing connections are not included in this scope of work, all other are to be provided. Quick Tie Products, Inc. to provide sealed shop drawings and sealed field reports of each building installation.

17. SUBCONTRACTOR will provide (7) complete sets of engineered designed and sealed drawings exclusively designed for this project. These drawings must be approved by all governing parties, meeting all City, State and local codes, and the Structural Engineer of Record.

18. The SUBCONTRACTOR's intent is to provide a turn key labor and all materials with the correct accessories i.e fasteners, caulks, clips, epoxy etc. to complete all required hardware and structural hardware.

Prefabricated Floor and Roof Trusses

Furnish all labor, material, equipment, supervision, services, labor taxes, material taxes, insurance, licenses, permits, and any other related cost necessary to install all Prefabricated Floor and Roof Trusses, and components all in its entirety and in strict accordance with the Contract Documents enumerated in SUBCONTRACTOR Documents Acknowledgment to this Agreement, and in strict compliance with the requirements of all State and Local governing authorities. This Agreement is also to be inclusive of, but not limited to, the following:

1. The intent of this agreement is to install all Prefabricated Floor and Roof Trusses for THE VINTAGE @ FENWICK PLANTATION, including ten (10) apartment buildings (216 Units), one (1) clubhouse building, and one (1) pool pavilion.

2. It is the SUBCONTRACTOR'S responsibility to review all plans and specifications and to learn the general policies of the CONTRACTOR, the schedule of work and general methods of procedure. The SUBCONTRACTOR shall plan its material and equipment deliveries and its manpower in order to comply with the CONTRACTOR'S policies and schedule.

3. All contract prices are lump sum and include all applicable fees, taxes, licenses, freight and incidental costs.

4. CONTRACTOR must approve any extra work in writing.

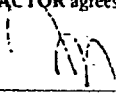
5. SUBCONTRACTOR shall furnish all materials within the time limits allocated in the Construction Schedule, subject to changes agreed upon by the CONTRACTOR and SUBCONTRACTOR.

6. SUBCONTRACTOR shall comply with all Occupational Safety and Health Act (OSHA) rules and regulations. SUBCONTRACTOR agrees that all equipment utilized on the jobsite shall comply with said (OSHA) requirements

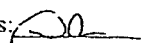
7. The SUBCONTRACTOR agrees that all applicable local, state and national codes shall take precedence over the Plans and Specifications should a conflict occur.

8. The SUBCONTRACTOR agrees to use only the ingress and egress routes as directed by the CONTRACTOR

Summit 00571

Contractor Initials: 

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Subcontractor Initials: 

9. SUBCONTRACTOR shall submit seven (7) copies of any required submittal data within 5 calendar days of receipt of this CONTRACT. This submittal shall include (7) sets of engineered, designed and sealed drawings exclusively designed for this project. These drawings must be approved by all governing parties, meeting all City, State and local codes, and the Structural Engineer of Record.

10. Under this Agreement, SUBCONTRACTOR is solely responsible for satisfying all Charleston County requirements pertaining to design of Prefabricated Floor and Roof Trusses. Upon completion of work, SUBCONTRACTOR shall furnish certification that work complies with all such requirements.

11. SUBCONTRACTOR shall fabricate, supply and deliver all required roof trusses, including truss-to-truss and truss-to-beam hardware necessary for a "complete" trussed roof system. In this sense, "complete" is intended to mean, no conventional framing required even if indicated on drawings. This includes, but is not limited to, all common trusses, drag trusses, beams, LVL's, shearblocking, trussblocking/mono trusses, vault trusses, girder trusses, gable ends (studded at 24" o.c.), Boston hip roofs, hip systems, pre-assembled valley trusses/framing, firewall/draft stop trusses, spline trusses, pre-fabricated beams, and miscellaneous framing members required for a "complete" system. Minimum design criteria shall be per applicable codes, Structural Design Engineer and requirements of Charleston County, whichever the greater.

12. SUBCONTRACTOR shall fabricate, supply and deliver all required floor trusses with respective truss-to-truss and truss-to-beam hardware, necessary for a "complete" trussed floor system. In this sense, "complete" is intended to mean, no conventional framing required even if indicated on drawings. This includes, but is not limited to, common and patio trusses, stair landings, draft stop floor trusses, prefabricated laminated beams and additional floor trusses as required to avoid Plumbing, Electrical and HVAC conflicts. Minimum design criteria shall be per applicable codes, Design Engineer and requirements of Charleston.

13. All lumber used in fabrication shall be in strict accordance with Truss Manufacturer's approved shop drawings, subject to approval of the Structural Engineer.

14. All gable ends, filler gables, attic wall draft stops, vault fillers and attic firewall trusses shall be studded at 24" o.c., and are included as part of this PURCHASE ORDER.

15. This PURCHASE ORDER includes all structural and laminated beams with respective truss to truss hardware located within the floor and roof truss system. All beams shall be above ceiling wherever possible.

16. Within (21) twenty-one calendar days of acceptance of this agreement, SUBCONTRACTOR shall provide individual engineered, signed and sealed, Truss designs with complete Roof and Floor Truss layouts for approval by CONTRACTOR, Architect, Structural Engineer and Rutherford County. All truss designs and their respective bearing points shall be in strict accordance with bearing points indicated on drawings.

17. SUBCONTRACTOR agrees to label, band and deliver floor and roof trusses as directed by CONTRACTOR. Delivery is to be on a building-by-building basis only.

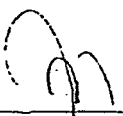
18. SUBCONTRACTOR agrees to "Add or Delete" fabricated and delivered products in accordance with approved Schedule of Values.

19. Attach a schedule of value to the signed Purchase Order for invoice and reference.

20. See attached order of construction.

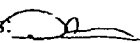
21. All LVL beams included in contract price.

22. The contract intent is to provide a turn key labor and all materials with the roof, floor and LVLs and associated framing for the HVAC curbs, and breezeways.

Contractor Initials: 

28

Summit 00572

Subcontractor Initials: 



SUMMIT
CONTRACTORS, INC.

ENTRUSTED FILE 3 12 2002
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FILE COPY

PURCHASE ORDER

VENDOR: North Florida Framing, Inc. P.O. Box 73 Bostwick, Florida 32177 Contact: David Anderson PHONE: 904-328-9400 FAX: 904-284-7496	REMIT TO ADDRESS: _____ _____ _____	ORDER NO. 2271 DATE March 4, 2002 JOB NO. 01-033 COST CODE: 06-10-01 JOB NAME: Vintage @ Fenwick Plantation F.O.B.: Jobsite

Sales Tax Registration No _____	State _____	Terms <u>Net 30 days</u> VIA: <u>Supplier</u>

PLEASE DELIVER THE FOLLOWING ORDER TO:

SHIP TO: Summit Contractors, Inc.
3000 Fenwick Hall Allee
Charleston, South Carolina 29455
Contact: Buddy Reeves
Phone: 407-709-5123

BILL TO: Summit Contractors, Inc.
6877 Phillips Industrial Blvd
Jacksonville, Florida 32256
Phone: 904-268-5500
Fax: 904-268-5889

IT IS AGREED THAT DELIVERY WILL BE MADE *As Required. PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES. DELIVERY MUST BE MADE IN A TIMELY MANNER OR RIGHT IS RESERVED TO CANCEL THIS ORDER. ALL DELIVERY TICKETS MUST BE SIGNED BY SUMMIT CONTRACTOR PERSONNEL. ** Please attach all delivery Tickets to Invoices **

This Purchase Order Agreement is in the amount of \$748,594.00 to provide framing materials as per the attached Scope of Work

Amount of Purchase Order	\$706,220.75
State Sales Tax (6%)	\$ 42,373.25
Total Amount of Purchase Order	\$748,594.00

"It is understood that the amount herein is for a single purchase which may be delivered in multiple shipments".

"Materials Safety Data Sheets are required for all materials ordered. Supplier is to submit them to the jobsite with the shipment."

"Additional materials/services beyond the Purchase Order amounts must be approved in writing by the undersigned (Vendee) prior to ordering or shipment. It is the expressed responsibility of the Vendor to monitor and track materials/services included in this Purchase Order to prohibit costs from exceeding the Purchase Order Sum."

This Purchase Order Agreement entered into on this 4 March, 2002 by and between SUMMIT CONTRACTORS, INC., "Vendee," and NORTH FLORIDA FRAMING, INC "Vendor." By signing this Purchase Agreement, the above named parties affirm that they have read, understand and accept the "Terms and conditions" set out on the reverse side.

SUMMIT CONTRACTORS, INC.

Vendee

By: [Signature]
Name: Tacy McGinty, Project Manager

DM: [Signature]
Contractors Initials: [Signature]

NORTH FLORIDA FRAMING, INC.

Vendor
by: [Signature] Secretary (Signature)
Printed Name Title

Summit 00573

1 of 6

Subcontractors Initials tsa

**PURCHASE ORDER
TERMS & CONDITIONS**

1. **ENTIRE CONTRACT.** The foregoing is the entire Purchase Order between the parties hereto and there are no representations, promises, warranties or understandings of any kind or nature from either party to the other except as set out herein in the plans, specifications, shop drawings and other provisions which are a part hereof.
2. **EQUIPMENT & MATERIALS.** VENDOR shall provide the equipment and materials specified in this Purchase Order. VENDOR shall provide such equipment and materials in strict conformity with the plans, specifications and shop drawings. If anything in this Purchase Order is inconsistent with the plans, specifications or shop drawings, this Purchase Order shall govern.
3. **SUBMITTALS.** VENDOR shall submit shop drawings, submittal data, brochures and samples to VENDEE within ten (10) days of VENDEE's written request and in as many duplicate copies as VENDEE requires. VENDEE's, project Owner's and Architect's approval of all submitted shop drawings, submittal data, brochures and samples is required before VENDOR manufacture or delivers any equipment or materials provided for under this Purchase Order.
4. **PATENTS.** VENDOR warrants that all equipment, materials, devices, processes or manufactured materials that VENDOR will use or furnish under this Purchase Agreement shall not infringe upon any valid patent, copyright or trademark. If necessary, VENDOR shall secure authorization, pay all royalties and license fees for VENDOR's or VENDEE's use or furnishing of any patented, copyrighted or trademarked equipment, materials, devices, processes or manufactured materials provided under this Purchase Order. VENDOR further agrees to defend, indemnify, save harmless and exonerate VENDEE from all losses, damages or expenses, including court costs and attorney fees, incurred as a result of any claim relating to VENDOR's or VENDEE's use or furnishing of any patented, copyrighted or trademarked equipment, materials, devices, processes or manufactured materials provided under this Purchase Order.
5. **FEES, PERMITS, TAXES, INSURANCE.** VENDOR shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on, and shall secure and pay for all permits, fees, and licenses necessary for its performance under this Purchase Order. VENDOR shall comply with Federal, State and local tax laws, social security acts, unemployment compensation acts, and workmen's compensation acts insofar as applicable to its performance under this Purchase Order.
6. **DELIVERY.** VENDOR expressly assumes all responsibility and risk of loss to any and all equipment and materials while in transit and until VENDEE has accepted delivery. VENDOR warrants that it shall procure and maintain insurance sufficient to cover any such loss, and that VENDEE will be listed as an intended beneficiary under such policy.
7. **PURCHASE ORDER SUM.** VENDEE shall pay VENDOR the total sum as shown in this Purchase Order for the equipment and materials VENDOR is to provide under this Purchase Order. Such sum shall include any and all license or permit fees and state and federal taxes.
8. **CONDITIONAL PAYMENT.** The parties expressly understand and agree that time is of the essence as to this Purchase Order, and that VENDEE's payment for the equipment and materials described in this Purchase Order is conditioned upon complete and timely performance by VENDOR.
9. **DELAY.** VENDOR agrees to timely deliver the equipment and materials described in this Purchase Order in strict compliance with the project scheduling. Should VENDOR delay the project, in any portion thereof, in any way, VENDOR shall be liable to VENDEE for any and all damages, expenses and losses incurred as a result of such delay, including any liquidated damages assessed against VENDEE and all consequential damages and costs for continued project supervision, job overhead, insurance, project facilities and other ongoing costs.
10. **LIQUIDATED DAMAGES FOR DELAY.** VENDOR represents that it has satisfied itself as to any provision in the contract between VENDEE and the project Owner concerning liquidated damages, and agrees that in the event liquidated damages are imposed upon VENDEE as the result, in whole or in part, of the performance or non-performance of VENDOR, such liquidated damages (or an appropriate share thereof) will constitute one element of the damages that VENDEE shall be entitled to recover from VENDOR by withholding payment or otherwise. In addition, VENDOR agrees to reimburse VENDEE for any loss or damage, including damages that may become due to the project Owner, for any extra expenses incurred by VENDEE that result from VENDOR's failure to timely deliver any and all equipment and materials.
11. **ACCEPTANCE BY VENDEE.** Any payments made under this Purchase Order shall not be construed as VENDEE's acceptance of equipment and materials supplied hereunder. VENDEE reserves the right to reject any nonconforming equipment and materials, or to require VENDOR to comply with the plans, specifications and shop drawings, regardless of whether VENDEE has previously paid VENDOR. VENDEE also reserves the right to issue a joint check to VENDOR and any material supplier of VENDOR who may raise any claims against VENDEE, its surety or the project Owner.
12. **ASSIGNMENT.** Neither this Purchase Order nor any interest therein may be transferred, voluntarily or involuntarily, without the written consent of VENDEE. VENDOR shall not assign this Purchase Order or any amounts due hereunder.
13. **OTHER CONTRACTS.** VENDEE expressly retains the right to offset monies owed VENDOR under this Purchase Order from any monies due and owing under any other contracts between VENDEE and VENDOR.
14. **WARRANTIES.** VENDOR expressly warrants that the equipment and materials provided for under this Purchase Order are new unless otherwise specified, strictly conform to the plans, specifications, shop drawings, samples or other description furnished or adopted by VENDEE, and will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship and free from defect. VENDEE may deem all equipment and materials not conforming to these requirements to be defective, and may return them to VENDOR at VENDOR's expense. These warranties shall be in addition to, but not limited by, any other warranty or remedy required or permitted by law, and shall run to VENDEE, its successors, assigns, customers, and the users of its products. Warranties will commence on the date VENDEE receives the equipment and materials provided for under this Purchase Order and will continue for a period of 15 months or to the full extent of the manufacturer's warranties, whichever is longer.
15. **MATERIALMAN LIENS.** VENDOR shall extinguish all liens and claims against the project property, if any, upon payment of this Purchase Order sum. If, at any time, VENDEE, its surety or the project Owner shall become liable on any lien or other claim against the project property chargeable to VENDOR, then VENDEE shall have the right to retain any payment or portion thereof, due or about to become due to VENDOR, which is sufficient to indemnify VENDEE, its surety and the project Owner against such lien or claim, including costs, attorney fees and interest. VENDEE may require, as a condition precedent to payment, that VENDOR provide VENDEE evidence that VENDOR has paid its suppliers for all equipment and materials provided for under this Purchase Order and completed Release and Waiver forms.
16. **INDEMNITY.** In exchange for ten (\$10.00) dollars the receipt and sufficiency of which is acknowledged, VENDOR hereby covenants to defend, indemnify, save harmless and exonerate VENDEE and the project Owner as to and from all liability, claims, lawsuits, arbitrations, other claims for damages, and injuries or other losses for property damage, personal injury or economic losses arising out of the equipment or materials provided by or to be provided by VENDOR, its employees, agents and suppliers. VENDOR further agrees to indemnify and reimburse VENDEE for VENDEE's legal expenses, including attorney fees, and for other attorney fees and costs assessed against VENDEE in any lawsuit, arbitration or other claims arising from any acts or omissions by VENDOR, its employees, agents or suppliers related to this Purchase Order.
17. **CONDITION PRECEDENT TO FILING SUIT.** VENDOR expressly agrees as an absolute condition precedent to filing any claim or filing any suit against VENDEE or VENDEE's surety, or the filing of any action against the project Owner's property, to supply VENDEE with written notice of any breach and provide VENDEE thirty (30) days in which to correct the breach.
18. **ATTORNEY FEES.** In the event that litigation, or other dispute resolution proceeding is commenced, involving, arising out of or relating to this Purchase Order, then the prevailing party shall be entitled to an award of taxable court costs, either related but non-taxable costs and expenses, and reasonable attorney's fees from the time that the proceeding was commenced until all appeals, if any, are final. This paragraph shall apply where the proceeding seeks a declaration of rights, damages for default, damages for misrepresentation or other legal or equitable remedies.
19. **CHOICE OF LAW AND VENUE.** This Purchase Order shall be construed in accordance with the laws of the State of Florida. VENDOR expressly waives any right of venue in any action brought under this Purchase Order or against the bond posted by VENDEE. VENDOR agrees that the venue provisions of this Purchase Order shall control venue in any action brought against any bond posted by VENDEE on the project, and the bonding company is an intended third-party beneficiary of this venue provision. VENDEE has the express right to select venue in Duval County, the location of the VENDOR or the site of the project for any actions brought under this Purchase Order. In any action brought by or against VENDEE under this Purchase Order, venue selection is the sole prerogative of VENDEE. In any action brought by or against the bonding company, venue selection is the sole prerogative of VENDEE.
20. **TERMINATION.** Should VENDOR fail to timely deliver any equipment or materials provided for under this Purchase Order, VENDEE may declare VENDOR to be in breach of, and at VENDEE's option, may terminate this Purchase Order and negotiate and execute a Purchase Order contract with another Vendor to supply the same or similar equipment and materials as provided for in this Purchase Order. In the event that VENDEE executes such a Purchase Order contract with another Vendor, VENDOR shall be liable to VENDEE for any and all damages, expenses and losses incurred as a result thereof, including attorney fees, costs, interest, overhead and lost profit.

Contractors Initials: _____

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Summit 00574

Subcontractors Initials: KSA

PURCHASE ORDER

ATTACHMENT "A"

INSURANCE REQUIREMENTS

VENDOR shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the service under this Purchase Order. VENDOR shall secure and pay for all permits, fees, and licenses necessary for the services described in the Purchase Order. VENDOR shall comply with Federal, State and Local tax laws, social security acts, unemployment compensation acts, and workmen's compensation acts insofar as applicable to the performance of this Purchase Order.

Insurance requirements are listed below.

Liability	\$ 500,000.00 General Aggregate
	\$ 500,000.00 Products
	\$ 500,000.00 Personal & Adv Injury
	\$ 500,000.00 Each Occurrence
	\$ 50,000.00 Fire Damage
	\$ 1,000.00 Med Exp

Auto	\$ 500,000.00 Combined Single Limit

Workmans Compensation	1 st	STATUTORY requirements for Each State
	2 nd Employer's	\$ 100,000.00 Bodily Injury by Accident (Each Accident)
	Liability	\$ 500,000.00 Bodily Injury by Disease (Policy Limit)
	Part D	\$ 100,000.00 Bodily Injury by Disease (Each Person)

Each Insurance Certificate shall show a Job Name, City and State, along with the wording showing Summit Contractors, Inc. as "Additional Insured."

Contractors Initials:

3 of 6

Summit 00575

Subcontractors Initials KSA

THE VINTAGE AT FENWICK PLANTATION
ATTACHMENT "B"
SCOPE OF WORK

Rough Carpentry Framing and Hardware Materials

Furnish all labor, materials, accessories, permits, equipment, supervision, services, labor taxes, insurance, licenses, and any other related cost necessary for a complete execution of all Framing Materials, Siding Materials and Structural Hardware all in its entirety and in strict accordance with the Contract Documents enumerated in VENDER Documents Acknowledgment to this Agreement, and in strict compliance with the requirements of all Federal, State and Local governing authorities. This is to include 10 Apartment Buildings, 1 Clubhouse, 1 Pool Pavilion, and Trash Compactors. This Subcontract Agreement is also to be inclusive of, but not limited to, the following:

1. Provide all banding, trim work and cornish as required per plans and specifications.
2. Provide a 24" band of PT plywood at the perimeter of each building for termite protection.
3. All parties hereby agree that VENDER has included all materials to install all walls, blocking, bracing, wall sheathing, plates, smoke stops, draft stops, smoke stop framing, pre-fab beams, floor decking, truss bracing both temporary and permanent, roof decking, stairs, flashing, stair treads (if applicable), conventional roof framing, sub-fascia, soffit blocking, blocking for plumbing, signage, lofts, kneewalls, HVAC vent framing and curbing, attic accesses, all required fur downs for project, and miscellaneous framing and punch out work as required by CONTRACTOR and per the Plans and Specifications to provide a complete framing scope of work for this project inclusive of, but not limited to, all complete assemblies. VENDER further agrees that Plans may not show all fur downs, draft stops, firestopping, smoke walls, or other incidental framing as may be required, and VENDER agrees to install these items as part of this scope of work.
4. VENDER agrees to coordinate and replace studs or any material that has been removed for purposes of access by other trades.
5. Provide all materials, grade, and species as specified by the Structural Engineer or provide submittals for exchanges to be approved.
6. All parties hereby agree that VENDER shall furnish and install all of the different types of fasteners, flashing, clips, caulks, rods, epoxies etc. as required for the entire project.
7. All parties hereby agree that VENDER shall furnish lulls and cranes or any needed equipment including labor to unload, and move all materials and supplies related or unrelated to its trade as directed by CONTRACTOR so as not to conflict or impact Schedule including but not limited to windows, interior stair stringers/treads, ceramic tile etc.
8. VENDER to provide all required caulk and "Z" flashing (termite shield) at the perimeter of the building per plans and specifications and at the top of all windows as required by the CONTRACTOR.
9. VENDER shall install all "Dead Wood" for the project as directed by CONTRACTOR'S Jobsite Superintendent and for a complete installation per plans and specifications.
10. All parties hereby agree that VENDER is to install all required dead wood for the project.
11. All lumber shall be the size and species directed by the plans and specifications. Any variance from the plans will only be allowed if allowed by the architect or engineer of record.
12. All parties hereby agree that VENDER shall provide all horizontal draft stopping at all party walls, and install all inaccessible vertical draft stopping where trusses are perpendicular to party walls.
13. All parties hereby agree that VENDER is to furnish all wood stair framing and landing as applicable to this project.
14. All parties hereby agree that VENDER is to furnish all required storage trailers, temporary fencing, etc. required to install the scope of work included in this Subcontract agreement.

Contractors Initials:

4 of 6

Summit 00576

Subcontractors Initials KSA

15. All parties hereby agree that VENDER shall provide materials for roof crickets at relocated from the valley chimneys as required as well as install Positive drainage on all roofs above door openings at the direction of CONTRACTOR.
16. All parties hereby agree that all lumber material stored on-site shall be placed at locations designated by CONTRACTOR's Jobsite Superintendent. VENDER shall provide all labor as necessary to ensure that these materials are kept neatly stacked and covered
17. All parties hereby agree that VENDER is responsible for the installation of any necessary framing associated with cathedral ceilings.
18. All OSB is to be 15/32nds.
19. All parties hereby agree that VENDER is to provide all interior plywood shear walls.
20. All parties hereby agrees that certain interior walls of the project may have to be changed from 2" x 4" to 2" x 6" material in some cases due to functional purposes and the labor for this change is included in this Subcontract Agreement.
21. The VENDER agrees and fully understands that the trees and the tree barricades on the jobsite are of extreme importance to the value of the property. The VENDER shall be fully liable for any damage caused these trees by the VENDER including but not limited to consequential damages resulting therefrom. Barricades will have to be worked around as required without removing said barricades and fences.

COMPLETE BUILDING HARDWARE & TIE-DOWN SYSTEM

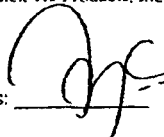
Furnish all material, fire caulks, material taxes, insurance, licenses, and any other related cost necessary for of COMPLETE BUILDING HARDWARE & TIE-DOWN SYSTEM in its entirety and in strict accordance with the Contract Documents enumerated in VENDER Documents Acknowledgment to this Agreement, and in strict compliance with the requirements, and all State and Local governing authorities. This Subcontract is to be inclusive of, the Clubhouse, Pool Pavilion, 10 unit buildings.

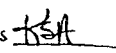
THIS SUBCONTRACT SHALL INCLUDE BUT IS NOT LIMITED TO THE FOLLOWING PROVISIONS:

1. VENDER shall submit Seven (7) complete sets of submittals for approval within two (2) weeks of execution of the Agreement.
2. Before work commences, the VENDER shall submit an original insurance certificate indicating adequate General Liability Coverage and Limits, Automobile Coverage and Worker's Compensation Coverage to the CONTRACTOR's home office
3. It shall be the VENDER's responsibility to review all plans and specifications, to learn the general policies of the CONTRACTOR, the scheduled pace of work, and general methods of procedure. The VENDER shall plan his/her material and equipment deliveries and the volume of his/her manpower in order to coordinate all of his/her work with the CONTRACTOR's policies, methods and schedule
4. VENDER shall be responsible for any and all applicable fees, permits, taxes, licenses, freight, etc
5. VENDER must notify in advance of any intentions to store materials on site. CONTRACTOR, OWNER and Lender must approve all of these requests in advance. Stored materials, if approved, shall not exceed that will be installed within 45 days. Payment to VENDER for stored materials is for the VENDER's convenience and shall not create any liability to CONTRACTOR for storage, protection, etc. Value of stored materials will be supported with copies of material suppliers/manufacturers invoices.
6. VENDER to supply all "Quick Tie" materials as well as and conventional strapping, clips, truss to truss connectors, post and beam connectors, plywood clips, bolts or any connector required by the plans, structural engineer or the City of Charleston to make a complete structural hardware package
7. VENDER agrees to provide for the complete installation of materials for the Quick Tie System, including Quick Ties, Hurricane Clips, miscellaneous Metal Straps, Hold Downs for shear walls, and Fire Caulk for Quick Tie penetrations through rated assemblies. Connections supplied shall be only from the truss to top plate connection and down. Post to foundation, post to beam, truss to truss, gable, and gable over-framing connections are not included in this scope of work, all other are to be provided. Quick Tie Products, Inc. to provide sealed shop drawings and sealed field reports of each building installation.

5 of 6

Summit 00577

Contractors Initials: 

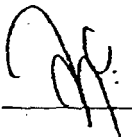
Subcontractors Initials: 

8. The Subcontract's intent is to provide a turn key materials with the correct accessories i.e. fastners, caulks, clips, epoxy etc. to complete all required hardware and structural hardware.

Rough Carpentry Materials

1. Lumber all required materials for a complete package for the Clubhouse, Pool Pavilion and 10 unit Buildings shall be provided as "framing packages" and shall be the responsibility of the SUBCONTRACTOR to coordinate all shipments and delivery schedules.
2. All take off materials and all usage of said materials is the responsibility of the SUBCONTRACTOR. Additional monies for building materials is not to be paid.
3. SUBCONTRACTOR will arrange with a local lumber company for small order fill-ins if needed.
4. Terms of payment shall be "Net 15th Prox" based on a 25th of the month cutoff date.
5. All delivery ticket shall be signed and submitted with invoices. The invoices must contain a reference number that can be matched to an individual Delivery Ticket. Non-conforming billings WILL NOT BE PAID and attached to said invoice with a front page explaining attached invoices. The Subcontract's intent is to provide a turn key labor and all materials associated with framing, trusses, beams, strong wall and fastners, lumber.

Contractors Initials:



6 of 6

Summit 00578

Subcontractors Initials





P.O. BOX 1007 ♦ CREEDMOOR, NORTH CAROLINA 27522
Voice (919) 528-6400 ♦ Fax (919) 528-4170

January 14, 2011
Revised: May 11, 2011

**RE: Proposal #NC110101 – Twelve Oaks at Fenwick Plantation Façade Repairs
60 Fenwick Hall Allee – Johns Island, South Carolina 29455**

As Requested,

Carolina Restoration and Waterproofing, Inc. (CRW) is pleased to provide you with this proposal to furnish all necessary labor, material, equipment, and supervision to perform the following items of work:

ON BUILDINGS 1, 2, 3, 4, 5, 6, 7, 8 and 9;

*Alternate "A" – Include Buildings 10, 11, 12

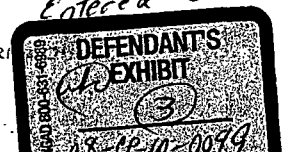
At exterior building elevations that have windows:

1. Remove existing stucco or siding, felt and building wrap materials to expose OSB. Limit of removal will be from each window to either closest vertical control joint, or break in plane. Garage doors which are all under windows to be replaced will have all exterior stucco removed, substrate repaired and new stucco installed.
2. In areas where stucco or siding was removed in #1 above, remove damaged OSB, and insulation in the same areas (ALLOWANCE)
3. Spray wall cavity in areas where insulation was removed in #2 above with mold remediation material, and install new insulation and OSB (ALLOWANCE)
4. Remove all window and various layers of moisture protection materials.
5. Install new building wrap, felt and moisture protections materials per the original project specifications.
6. Install new windows to meet current code.
7. Install new stucco and siding per the original project specifications

At breezeway walls:

1. Remove existing stucco or siding, felt and building wrap materials to expose OSB. Limit of removal will be a 15 ft wide vertical strip encompassing the outside edge of the front and rear landing, a total of four (4) strips per breezeway.
2. In areas where stucco or siding was removed in #1 above, remove damaged OSB, and insulation in the same areas (ALLOWANCE).
3. Spray wall cavity in areas where insulation was removed in #2 above with mold remediation material, and install new insulation and OSB (ALLOWANCE).
4. Install new building wrap, felt and moisture protections materials per the original project specifications at the breezeway slab/wall junctions within the work areas outlined in #1 above.

BRICK REPAIR ♦ CAULKING ♦ COATING ♦ CONCRETE REPAIR ♦ FACADE RESTORATION ♦ WATER
SOUTH FLORIDA ♦ MD DELAWARE SHORE



5. Install new stucco and siding per the original project specifications

At roof/stucco Intersections:

1. Remove existing stucco or siding, felt and building wrap materials to expose OSB, only at locations with a shingle roof abutting a vertical stucco wall. Limit of removal will be to break in plane, control joint.
2. In areas where stucco or siding was removed in #1 above, remove damaged OSB, and insulation in the same areas (ALLOWANCE).
3. Spray wall cavity in areas where insulation was removed in #2 above with mold remediation material, and install new insulation and OSB (ALLOWANCE).
4. Install new building wrap, felt kick out flashing, and moisture protection materials per the original project specifications.
5. Install new stucco and siding per the original project specifications.

Other Item Allowances:

1. Removal and/or replacement of electrical, mechanical and/or plumbing equipment, lines or conduit and all other miscellaneous appurtenances as necessary (ALLOWANCE).
2. Landscaping removal, care, or replacement (ALLOWANCE).
3. Interior repairs, painting, or trim work (ALLOWANCE).

Additional project UMBRELLA ALLOWANCE:

1. For unforeseen conditions, or overruns of project allowances listed above.

EXCLUSIONS:

The following work is to be performed by contractors other than CRW, and/or facilities to be provided by others, the cost of such work or facilities is not included in this proposal:

Immediate Access to work area, including parking for CRW construction vehicles and equipment

No hazardous material removal or abatement

110/220 Volt electric power, available at existing outlets/panels

Potable water source

WORKING CONDITIONS:

All work to be performed by CRW is to be performed without union affiliation. No applicable minimum wage scale (for publicly funded projects or union influenced projects) is included in this proposal, unless specified and attached.

All work is to be performed between the hours of 8:00 A.M. and 5:00 P.M., Monday through Friday.

Others will be responsible for ensuring that public access and parking is restricted as necessary. CRW will provide temporary barriers.

Proposal #NC110101
January 14, 2011
Revised: May 11, 2011
Page -4-

ACCEPTANCE OF PROPOSAL:

The conditions, specifications, prices and General Conditions are hereby accepted. CRW is authorized to proceed with this work and payment will be as stated above.

ACCEPTED BY:

Authorized Signature

Printed Name

Title

Date

Proposal #NC110101
January 14, 2011
Revised: May 11, 2011
Page -3-

All debris from demolition and patching operations will be removed from the project site by CRW.

SCHEDULE:

Work will commence approximately 60 days after receipt of written Notice to Proceed, Permit, or written acceptance of the window shop drawings, whichever is last event. The Base Bid work as detailed above will take approximately 16 months, based on access to a minimum of 4 buildings at a time unless a different duration is mutually agreed to.

Owners may remain in their units during the duration of the project. Depending on each's tolerance to noise, dust and draftiness, they may elect to evacuate for approximately 1-2 weeks when their windows are removed and replaced. Typically about 70% of our clients remain throughout the process.

PRICE:

All work shall be paid for in accordance with the following schedule of values:

	Estimated Quantity	Unit Price	Extended Price
1. Buildings 1 – 9 See Attached Sheet for Breakdown		Lump Sum	\$4,426,615.05
Add Alternate – Buildings 1 – 12		Lump Sum	\$4,978,641.87

PAYMENT OF TERMS:

As applicable an invoice will be submitted monthly or at the completion of the subject work and will be payable within fifteen days from the date on the invoice.

Any late payment will be assessed interest at 1½% month.

EXPIRATION:

This proposal may be withdrawn if not accepted within sixty days.

Sincerely,

Carolina Restoration and Waterproofing, Inc.



Robert G. Pusheck,
President

RGP:kmp

DESCRIPTION	UNIT	QTY	UNIT	EXTENDED
Base Bid- Buildings 1-9	MEAS.		PRICE	PRICE
Mobilization	ls	1	\$175,250.00	\$175,250.00
General Conditions	month	16	\$11,140.00	\$178,240.00
Bond	ls	1	\$55,000.00	\$55,000.00
Exterior outward facing facades with window penetrations				
Scaffold	sf	136000	\$3.50	\$476,000.00
Demo existing stucco and siding	sf	136000	\$1.50	\$204,000.00
ALLOWANCE OSB replacement	sf	25000	\$3.50	\$87,500.00
ALLOWANCE Stud Replacement	ea	1250	\$18.00	\$22,500.00
ALLOWANCE insulation replacement	sf	25000	\$3.75	\$93,750.00
Detail Window perimeters	lf	13264	\$4.50	\$59,688.00
Install New Windows single	ea	229	\$950.00	\$217,550.00
Install New Windows double	ea	445	\$1,350.00	\$600,750.00
Install New Windows triple	ea	99	\$1,800.00	\$178,200.00
Install siding	sf	41000	\$4.60	\$188,600.00
Install 3 coat Stucco	sf	95000	\$10.50	\$997,500.00
Stairway (Front and Back Tie In only) 32'h x 15'w each				
Scaffolding	sf	18240	\$4.00	\$72,960.00
Demo existing stucco and siding	sf	18240	\$2.00	\$36,480.00
ALLOWANCE OSB replacement	sf	3648	\$4.00	\$14,592.00
ALLOWANCE Stud Replacement	ea	182	\$23.00	\$4,186.00
ALLOWANCE insulation replacement	sf	3648	\$3.75	\$13,680.00
Install 3 coat Stucco	sf	18240	\$10.50	\$191,520.00
Roof/Stucco vertical joints				
Roof Kick Out Flashing	lf	530	\$55.00	\$29,150.00
Demo existing stucco and siding	sf	3180	\$2.00	\$6,360.00
ALLOWANCE OSB replacement	sf	477	\$4.00	\$1,908.00
ALLOWANCE Stud Replacement	ea	10	\$23.00	\$230.00
ALLOWANCE insulation replacement	sf	477	\$3.75	\$1,788.75
Install new 3 coat stucco system	sf	3180	\$12.00	\$38,160.00
ALLOWANCE Landscaping	bldg	9	\$7,500.00	\$67,500.00
ALLOWANCE Interior trim and paint touch up	ea	773	\$60.00	\$46,380.00
ALLOWANCE Mech. Electrical, Lighting and other appurtenances	bldg	9	\$7,500.00	\$67,500.00
				\$0.00
GENERAL ALLOWANCE	ls	1	\$150,000.00	\$150,000.00
Subtotal				\$4,276,922.75
Engineering Fees				\$149,692.30
Base Bid- Buildings 1-9 Total				\$4,426,615.05

DESCRIPTION	UNIT	QTY	UNIT	EXTENDED
Alt. "A"- Buildings 1-12	MEAS.		PRICE	PRICE
Mobilization	ls	1	\$200,000.00	\$200,000.00
General Conditions	month	19	\$11,140.00	\$211,660.00
Bond	ls	1	\$61,500.00	\$61,500.00
Exterior outward facing facades with window penetrations				
Scaffold	sf	151500	\$3.50	\$530,250.00
Demo existing stucco and siding	sf	151500	\$1.50	\$227,250.00
ALLOWANCE OSB replacement	sf	27500	\$3.50	\$96,250.00
ALLOWANCE Stud Replacement	ea	1500	\$18.00	\$27,000.00
ALLOWANCE Insulation replacement	sf	27500	\$3.75	\$103,125.00
Detail Window perimeters	lf	13264	\$4.50	\$59,688.00
Install New Windows single	ea	285	\$950.00	\$270,750.00
Install New Windows double	ea	480	\$1,350.00	\$648,000.00
Install New Windows triple	ea	99	\$1,800.00	\$178,200.00
Install siding	sf	41000	\$4.60	\$188,600.00
Install 3 coat Stucco	sf	110500	\$10.50	\$1,160,250.00
Stairway (Front and Back Tie in only) 32'h x 15'w each				
Scaffolding	sf	18240	\$4.00	\$72,960.00
Demo existing stucco and siding	sf	18240	\$2.00	\$36,480.00
ALLOWANCE OSB replacement	sf	3648	\$4.00	\$14,592.00
ALLOWANCE Stud Replacement	ea	182	\$23.00	\$4,186.00
ALLOWANCE insulation replacement	sf	3648	\$3.75	\$13,680.00
Install 3 coat Stucco	sf	18240	\$10.50	\$191,520.00
Roof/Stucco vertical joints				
Roof Kick Out Flashing	lf	596	\$55.00	\$32,780.00
Demo existing stucco and siding	sf	3255	\$2.00	\$6,510.00
ALLOWANCE OSB replacement	sf	500	\$4.00	\$2,000.00
ALLOWANCE Stud Replacement	ea	12	\$23.00	\$276.00
ALLOWANCE insulation replacement	sf	500	\$3.75	\$1,875.00
Install new 3 coat stucco system	sf	3255	\$12.00	\$39,060.00
ALLOWANCE Landscaping	bldg	12	\$7,500.00	\$90,000.00
ALLOWANCE interior trim and paint touch up.	ea	864	\$60.00	\$51,840.00
ALLOWANCE Mech, Electrical, Lighting and other appurtenances	bldg	12	\$7,500.00	\$90,000.00
				\$0.00
GENERAL ALLOWANCE	ls	1	\$200,000.00	\$200,000.00
Subtotal				\$4,810,282.00
Engineering Fees				\$168,359.87
Alt Buildings 1-12 Total				\$4,978,641.87

Building Type	Quant	Items 01, 03, 08, 09 & 11 Stucco Related Scope	Item 11.2 Interior 50%	Item 12 Mold Remediation 50%	Item 13 General Condition 50%	Subtotal w/o 40% "fees"	Item 14 Fees 40%	Total
TYPE 1								
Procon Estimate Bldg 3	01	\$519,617.20	\$29,466.95	\$18,405.00	\$60,244.00	\$627,733.15	\$251,093.26	\$878,826.41
CRW Repair Proposal		\$203,510.56	\$19,990.24	\$9,270.54	\$53,743.40	\$286,514.73	\$39,335.76	\$325,850.50
Procon Este w/o hall, breezewy		\$285,789.46	\$16,206.82	\$10,122.75	\$33,134.20	\$345,253.23	\$138,101.29	\$483,354.53
TYPE 2								
Procon Estimate Bldg 1, 4, 5, 6, 7, 8, and	07	\$3,414,782.00	\$220,545.85	\$149,887.50	\$431,774.07	\$4,216,989.42	\$1,686,795.74	\$5,903,785.16
CRW Repair Proposal		\$1,572,647.57	\$154,713.00	\$71,748.63	\$415,943.06	\$2,215,052.26	\$304,351.99	\$2,519,404.25
Procon Este w/o hall, breezewy		\$1,878,130.10	\$121,300.22	\$82,438.13	\$237,475.74	\$2,319,344.18	\$927,737.66	\$3,247,081.84
TYPE 3								
Procon Estimate Bldg 2	01	\$764,378.00	\$34,077.02	\$28,780.00	\$91,096.00	\$918,331.02	\$367,332.40	\$1,285,663.42
CRW Repair Proposal		\$279,785.32	\$27,442.49	\$12,726.54	\$73,778.62	\$393,732.96	\$54,014.16	\$447,747.12
Procon Este w/o hall, breezewy		\$420,407.90	\$18,742.36	\$15,829.00	\$50,102.80	\$505,082.06	\$202,032.82	\$707,114.88
BUILDING 1-9 Summary								
Procon Estimate		\$4,698,777.20	\$284,089.82	\$197,072.50	\$583,114.07	\$5,763,053.59	\$2,305,221.40	\$8,068,274.99
CRW Repair Proposal		\$2,055,943.44	\$202,145.73	\$93,745.70	\$543,465.08	\$2,895,299.96	\$397,701.91	\$3,293,001.87
Procon Este w/o hall, breezewy		\$2,584,327.46	\$156,249.40	\$108,389.88	\$320,712.74	\$3,169,679.47	\$1,267,871.77	\$4,437,551.24
Note. Procons's cost for Hallway, breezeway not in CRW scope	APPROX	\$3,630,723.75			difference in same scope proposals →	\$274,380	\$870,170	difference in same scope "fees" ←
						8.7%	68.6%	
TYPE 4-Bldg 12	01	\$232,008.21	\$13,269.40	\$18,405.00	\$50,165.00	\$313,847.61	\$125,539.04	\$439,386.65
CRW		\$156,835.22	\$4,000.00	\$5,500.00	\$39,208.81	\$205,544.03	\$38,115.60	\$243,659.63
LEASING CENTER	01	\$78,855.66	\$4,701.40	\$4,651.00	\$27,693.50	\$115,901.56	\$46,360.62	\$162,262.18
CRW		\$60,400.83	\$1,500.00	\$750.00	\$15,100.21	\$77,751.04	\$14,417.97	\$92,169.01
POOL HOUSE	01	\$37,826.30	\$2,274.70	\$1,986.00	\$23,284.50	\$65,371.50	\$26,148.60	\$91,520.10
CRW		\$21,451.52	\$500.00	\$2,000.00	\$4,525.00	\$28,476.52	\$5,280.62	\$33,757.14
Procon TOTALS		\$5,047,467.37	\$304,335.32	\$222,114.50	\$684,257.07	\$6,258,174.26	\$2,503,269.67	\$8,761,443.93
CRW Total		\$2,294,631.02	\$208,145.73	\$101,995.70	\$602,299.10	\$3,207,071.55	\$455,516.10	\$3,662,587.64
Note								
Procon's cost Bldgs 9-12		\$693,168.94						
3,630,723+593,166+274,380+870,170		\$5,468,442.06		8,761,433-3,662,587		\$5,098,856.29		

ID ONLY - 5-12-11



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MAR 29 2002

SUBCONTRACT AGREEMENT

THIS SUBCONTRACT made and entered into this 11 March, 2002 by and between SUMMIT CONTRACTORS, INC., "CONTRACTOR," and LOS CAMPOS OF GEORGIA, INC., Post Office Box 2628, Loganville, GA 30052, Office Phone: 404-867-4749, Fax Phone: 919-556-0376 "SUBCONTRACTOR," which shall include SUBCONTRACTOR, its employees, agents, suppliers and subcontractors.

ARTICLE 1: DEFINITION OF SUBCONTRACT TERMS

PROJECT: VINTAGE AT FENWICK PLANTATION BUDDY REEVES
3000 Fenwick Hall Allee Phone: 407-709-5123
Charleston, South Carolina 29455

OWNER: (The term "Owner" as used in the Subcontract Documents shall mean the person or entity referred to below or the Owner's authorized representative.)

THE VINTAGE AT FENWICK PLANTATION, L.L.C. ROBERT C. ROHDIE, PARTNER
c/o Tarragon Realty Investors Phone: 212-949-5000
1775 Broadway, 23rd Floor Fax: 212-949-8001
New York, New York 10019

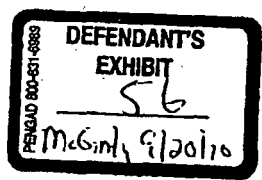
SUBCONTRACT: The Subcontract is the entire and integrated agreement between the Contractor and the Subcontractor.

SUBCONTRACT AGREEMENT: The Subcontract Agreement is this standard form construction subcontract, identified as Subcontract Agreement No. 01033-19, which forms a part of the Subcontract Documents.

SUBCONTRACT WORK: (As more particularly described in Article 6)

ARCHITECT: (Include Business Name, address, telephone and facsimile numbers.)

FUGLEBERG KOCH ARCHITECTS MIKE WILLIAMS
2555 Temple Trail Phone: 407-629-0595
Winter Park, Florida 32789 Fax: 407-628-1057



CONTRACTOR: (Include Federal Employer ID Number, business name, address, telephone and facsimile numbers.)

Federal I.D.#: SUMMIT CONTRACTORS, INC. TACY MCGINTY
6877 Phillips Industrial Boulevard Phone: 904-268-5500
59-2947787 Jacksonville, Florida 32256 Fax: 904-268-5889

SUBCONTRACTOR: (Include Federal Employer ID Number, business address, telephone and facsimile numbers.)

Federal I.D.#: LOS CAMPOS ~~INC.~~ m c MILTON CAMPOS 770 m c
890 PARK AVENUE Phone: 404-867-4749 401-2402
YOUNG VILLE NC Fax: 919-556-0376
27596
m c 56-2005439

ARTICLE 2: SUBCONTRACT SUM

CONTRACTOR shall pay SUBCONTRACTOR in current funds for the performance of this work, subject to additions and deductions by written change order as herein provided for, the total sum of TWO HUNDRED NINETY ONE THOUSAND FOUR HUNDRED SIXTY FOUR DOLLARS AND 00/100 (\$291,464.00) (Includes \$ 10.00 and the first .001% of the Subcontract Sum per Article 14.)

Cost Code: 09-20-01

Amount: \$291,464.00

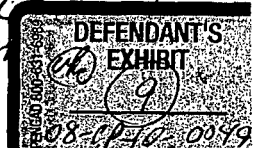
Summit 16162

ARTICLE 3: PROGRESS PAYMENTS

a. It is the intent of the parties that as an absolute condition precedent to Progress Payments to SUBCONTRACTOR, CONTRACTOR must receive corresponding payment from the OWNER for SUBCONTRACTOR's work. The foregoing takes precedence over any conflicting provision or language appearing in any of the contract documents. In the event of non-payment by OWNER, then SUBCONTRACTOR'S remedies are against the OWNER ONLY TO THE EXTENT AS REQUIRED BY STATE LAW OF SOUTH CAROLINA. AND

Contractor Initials: Subcontractor Initials: m c

CONTRACTOR AGREE TO COOPERATE WHOLLY IN PURSUIT OF M



ID 5-11-11

b. CONTRACTOR shall pay SUBCONTRACTOR Progress Payments for work performed and authorized material suitably stored and inventoried on the job site in monthly payments.

c. SUBCONTRACTOR to submit invoices for payment no later than the twentieth (20th) day of each month for work completed prior to the twentieth (20th) day of each month. *for labor bi-weekly and materials monthly*

d. Ten Percent (10%) retainage will be held until SUBCONTRACTOR has satisfied all of its obligations under this Subcontract Agreement, including all punch items, and has delivered to CONTRACTOR all required Releases of Lien and all supplier or written warranties required by Subcontract Documents, and the work has received final approval from OWNER, ARCHITECT and CONTRACTOR and retainage has been received by CONTRACTOR.

e. At CONTRACTOR's request SUBCONTRACTOR shall furnish partial unconditional lien waivers through the date of the current request for payment from any of its sub-subcontractors, laborers or materialmen who have served notice to owner or otherwise established potential lien rights against the project or a potential claim against CONTRACTOR's Labor and Material Payment Bond.

f. In the event any of SUBCONTRACTOR's sub-subcontractors, materialmen or laborers have established a construction lien on the project property or a claim against CONTRACTOR's Labor and Material Bond, CONTRACTOR shall have the right to withhold from any progress payment otherwise due to SUBCONTRACTOR sufficient monies to satisfy said claim of lien or claim against the bond unless SUBCONTRACTOR shall furnish a bond removing the lien from the property or indemnifying CONTRACTOR and its bonding company from all liability on the claim of lien or the claim against the CONTRACTOR's bond.

ARTICLE 4: FINAL PAYMENT

Final Payment shall be due when the Work described in this Subcontract Agreement is fully completed and performed in accordance with the Contract Documents, and is satisfactory to the OWNER, ARCHITECT and CONTRACTOR, and SUBCONTRACTOR has furnished final lien waivers from any of its sub-subcontractors, laborers or materialmen who have served notice to owner or otherwise established potential lien rights against the project or potential claims against CONTRACTOR's Labor and Material Payment Bond.

It is the intent of the parties that as an absolute condition precedent to Final Payment to SUBCONTRACTOR, CONTRACTOR must receive corresponding payment from the OWNER for SUBCONTRACTOR's Work. The foregoing takes precedence over any conflicting provision or language appearing in any of the contract documents. Therefore, SUBCONTRACTOR acknowledges that this Subcontract Agreement has been entered into by CONTRACTOR in reliance upon receiving payment for work performed by SUBCONTRACTOR on the project from OWNER and OWNER shall have the right to approve payment of all CONTRACTOR's pay requests and change order requests. SUBCONTRACTOR agrees that CONTRACTOR'S actual receipt of full payment from the OWNER shall be a condition precedent to CONTRACTOR's obligation to pay SUBCONTRACTOR and to the bringing of any action by SUBCONTRACTOR against CONTRACTOR relating to CONTRACTOR's failure to make payment. SUBCONTRACTOR shall not be entitled to receive any progress payment or final payment prior to CONTRACTOR's actual receipt of that payment from OWNER. *if CONTRACTOR never receives payment from OWNER, then SUBCONTRACTOR shall never be entitled to payment from CONTRACTOR. It is the express intention of the SUBCONTRACTOR to share in the risk of non-payment by OWNER to CONTRACTOR ONLY TO THE EXTENT AS REQUIRED BY STATE LAW OF SOUTH CAROLINA, AND CONTRACTOR AGREES TO CO-OPERATE WHOLLY IN PURSUIT OF FULL PAYMENT TO SUBCONTRACTOR*

SUBCONTRACTOR also agrees that all contracts with its sub-contractors, laborers, suppliers, materialmen, or other contractors contain a similar or identical requirement of "pay when-and-if paid" to provide that it shall be a condition precedent to SUBCONTRACTOR's payment to its own sub-contractors, laborers, suppliers, materialmen, or other contractors that payment be received by CONTRACTOR from OWNER. SUBCONTRACTOR further agrees that it will indemnify and hold harmless the CONTRACTOR from any claims of SUBCONTRACTOR's sub-contractors, laborers, materialmen, or other contractors claiming by, through, or under SUBCONTRACTOR for payment not yet due from or received by CONTRACTOR from OWNER due to non-fulfillment of the above condition precedent that CONTRACTOR first receive payment from OWNER. *ONLY TO THE EXTENT AS REQUIRED BY STATE LAW OF SOUTH CAROLINA AND CONTRACTOR AGREES TO CO-OPERATE WHOLLY IN PURSUIT OF FULL PAYMENT TO SUBCONTRACTOR*

In the event of non-payment by OWNER, SUBCONTRACTOR's remedies are against the OWNER. The parties agree that Subcontract Agreement ARTICLE 4: FINAL PAYMENT establishes the exclusive conditions for Final Payment to SUBCONTRACTOR, and SUBCONTRACTOR hereby waives all other terms and conditions regarding Final Payment contained in the Contract Documents. *SUBCONTRACTOR RETAINS ALL RIGHT GRANTED BY ANY STATE LAW OF SOUTH CAROLINA PERTAINING TO RIGHTFUL PAYMENT COLLECTIONS.*

In the event any of SUBCONTRACTOR's sub-subcontractors, materialmen or laborers have established a construction lien on the project property or a claim against CONTRACTOR's Labor and Material Bond, CONTRACTOR shall have the right to withhold from any final payment otherwise due to SUBCONTRACTOR sufficient monies to satisfy said claim of lien or claim against the bond unless SUBCONTRACTOR shall furnish a bond removing the lien from the property or indemnifying CONTRACTOR and its bonding company from all liability on the claim of lien or the claim against the CONTRACTOR's bond.

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Contractor Initials: *M*

2

Subcontractor Initials: *ML*

ARTICLE 5: THE CONTRACT DOCUMENTS

The Contract Documents for this Subcontract consist of this Subcontract Agreement, including Attachment "A"; the Owner-Contractor Agreement, including the Conditions of the Contract; Drawings, Plans; Specifications, all written Addenda issued prior to and all written Modifications issued subsequent thereto. All of the above documents, which form the Contract Documents are a part of this Subcontract Agreement and shall be available for inspection by SUBCONTRACTOR upon its request. If anything in the Contract Documents is inconsistent with this Subcontract Agreement, this Subcontract Agreement shall govern and then the highest or fullest level of performance and installation shall govern. *SUBCONTRACTOR REQUIRES A COMPLETE COPY OF ALL ABOVE FOR HIS RECORDS.*

ARTICLE 6: THE WORK

The work comprises the completed construction required by the Contract Documents and includes all labor necessary to produce such construction, and all materials and equipment incorporated in such construction. SUBCONTRACTOR agrees to be bound to CONTRACTOR by the terms and conditions of the General Contract between CONTRACTOR and OWNER as well as this Subcontract Agreement and hereby assumes towards the CONTRACTOR all of the duties, obligations and responsibilities applicable to SUBCONTRACTOR's work which the CONTRACTOR owes towards the Owner under the General Contract. The obligations assumed by SUBCONTRACTOR hereunder include, but are not limited to, the technical requirements of the plans, drawings, and specifications in the General Contract which are applicable to SUBCONTRACTOR's work, all warranties and obligations of the CONTRACTOR with respect to defective or nonconforming work which are applicable to SUBCONTRACTOR's work, and all limitations on remedies, claims or time extensions imposed on the CONTRACTOR by the OWNER under the General Contract. SUBCONTRACTOR shall perform all of the following work:

SEE ATTACHMENT "B" FOR SCOPE OF WORK

ARTICLE 7: ASSIGNMENT

SUBCONTRACTOR acknowledges that the services provided under this Subcontract Agreement are in the nature of personal services, which cannot be assigned without CONTRACTOR's express written consent, which consent shall be within the sole discretion of CONTRACTOR. Any assignment of this contract or sums due hereunder without such prior written consent of CONTRACTOR shall constitute a material default, which shall entitle CONTRACTOR to terminate the Subcontract Agreement for cause.

ARTICLE 8: SUBCONTRACTING AGREEMENT

SUBCONTRACTOR shall not subcontract the whole or any portion of this Subcontract Agreement without the prior written consent of CONTRACTOR, which consent shall be within the sole discretion of CONTRACTOR. Any subcontracting of any portion of this subcontract without such prior written consent of CONTRACTOR shall be considered a material default under this Subcontract Agreement and shall entitle CONTRACTOR to terminate SUBCONTRACTOR for cause. *SUBCONTRACTOR SHALL SUBMIT COMPLETE LIST OF ANY SUBS (IF ANY) USED IN PROJECT. ONLY THESE SUBS (IF ANY) WILL BE APPLIED WITHOUT QUESTION.*

ARTICLE 9: FEES, PERMITS, TAXES, INSURANCE

SUBCONTRACTOR shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Work under this Subcontract Agreement, whether or not yet effective. Further, SUBCONTRACTOR shall secure and pay for all permits, fees, licenses and testing necessary for the execution of the Work described in the Contract Documents as applicable to this Subcontract Agreement. SUBCONTRACTOR shall comply with Federal, State and Local tax laws, social security acts, unemployment compensation acts, and workmen's compensation acts insofar as applicable to the performance of this Subcontract Agreement, whether or not yet effective.

Insurance requirements are listed below:

Liability	<u>High Hazard Occupations</u>	\$1,000,000.00 General Aggregate.
	(Example: Mech., Plumbing,	\$ 500,000.00 Products
	HVAC, Elect., Roofing,	\$ 500,000.00 Personal & Adv. Injury
	Framing, Painting, Sitework,	\$ 500,000.00 Each Occurrence
	Masonry, Stucco, Steel Erection,	\$ 50,000.00 Fire Damage
	Utilities, Concrete)	\$ 1,000.00 Med Exp.
	<u>Low Hazard Occupations</u>	\$ 500,000.00 General Aggregate
	(Example: Flooring, Tile, Paving,	\$ 500,000.00 Products
	Pool)	\$ 500,000.00 Personal & Adv. Injury
		\$ 500,000.00 Each Occurrence
Auto		\$ 50,000.00 Fire Damage
		\$ 1,000.00 Med Exp
		\$ 500,000.00 Combined Single Limit

(see next page for continuation of Insurance Instructions)

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Contractor Initials: *[Signature]*

3

Subcontractor Initials: *mc*

Workman's Compensation

1st
2nd Employer's
Liability
Part D

STATUTORY requirements for Each State

\$ 100,000.00 Bodily Injury by Accident (Each Accident)

\$ 500,000.00 Bodily Injury by Disease (Policy Limit)

\$ 100,000.00 Bodily Injury by Disease (Each Person)

Installation Floater -

Amount to cover cost of materials not yet installed. Any and all losses of this SUBCONTRACTOR's stored materials are the responsibility of this SUBCONTRACTOR.

- Each Insurance Certificate shall contain the wording showing Summit Contractors, Inc. as "ADDITIONAL INSURED"

ARTICLE 10: NO DAMAGES FOR DELAY OR DISRUPTION

SUBCONTRACTOR shall not be entitled to additional compensation, overtime, extended field of home office overhead or other damages from CONTRACTOR for delays, disruptions, hindrance, constructive acceleration of other schedule and work or other impacts. SUBCONTRACTOR's sole remedy shall be an approved extension or adjustment of the contract time. No extension or adjustment of the contract time shall be allowed for the following:

- Events which were caused by SUBCONTRACTOR'S fault or negligence, by a lower tier subcontractor's fault or negligence, or any other event which is the responsibility of the SUBCONTRACTOR or its lower tier subcontractors or suppliers;
- Delays which are concurrent with other unexcused delays; *ONLY IF FAULT OF SUBCONTRACTOR. IF CAUSED BY OTHERS, ADDITIONAL CLAIMS MAY BE ENTERED.*
- Delays which do not affect the critical path of construction;
- Delays for which the SUBCONTRACTOR has failed to request additional time or has failed to document within the time frames required by the contract documents;
- Failure of the SUBCONTRACTOR to provide sufficient manpower, materials, facilities and equipment;
- Failure of the SUBCONTRACTOR to reschedule activities, work weekends, increase equipment or other actions to complete work within the available schedule float or as otherwise required by CONTRACTOR's scheduling and coordination; *ONLY IF FAULT OF SUBCONTRACTOR. IF CAUSED BY OTHERS, ADDITIONAL CLAIMS MAY BE ENTERED.*
- Delays for normal inclement weather.

In the event this provision is determined by a court or arbitration panel of competent jurisdiction to be unenforceable under the circumstances, SUBCONTRACTOR shall in no event be entitled to recover damages for extended home office overhead, idle labor and equipment, lost profit on other projects, lost bonding capacity, and any consequential damages.

ARTICLE 11: PERFORMANCE OF THE WORK

SUBCONTRACTOR agrees to commence the performance of the aforesaid Work and to continue to perform said work until completion so that SUBCONTRACTOR shall meet the OWNER and CONTRACTOR's construction schedule for completion of the job in accordance with the Contract Documents. SUBCONTRACTOR shall commence performance of the work on the date and time specified by CONTRACTOR and shall continue to proceed in accordance with CONTRACTOR's instructions. Time is of the essence in this Contract and extensions of time for performance of the work will be granted only for reasons as provided in the Contract Documents.

ARTICLE 12: CORRECTION OF WORK

SUBCONTRACTOR shall promptly correct all Work rejected by ARCHITECT or OWNER as defective or failing to conform to the Contract Documents whether observed before or after Substantial Completion. SUBCONTRACTOR shall bear all costs of correcting such rejected work, including compensation for the ARCHITECTS additional services required.

ARTICLE 13: INDEMNIFICATION

SUBCONTRACTOR hereby covenants to defend, indemnify, hold harmless and exonerate CONTRACTOR, CONTRACTOR's surety, OWNER and their respective officers, directors, employees, agents and legal representatives (hereinafter "Indemnitees") from any and all liabilities, claims, lawsuits, arbitrations, fines, or other charges for any property damages, personal injury or economic losses (hereafter "Claims"), which are caused in whole or in part by SUBCONTRACTOR, including the design of systems and installation and operations of same by this SUBCONTRACTOR, its employees, agents, guests, suppliers or subcontractors (including any lower tier suppliers or subcontractors, whether or not in direct privity with SUBCONTRACTOR), or which in any way arise out of or involve any of their work or their acts or omissions. This Indemnity Agreement shall extend to and include the full amount of all Claims whether or not caused in part by

Contractor Initials: _____

Summit 16165

Subcontractor Initials: *mc*

Indemnitees, except that SUBCONTRACTOR shall not be liable under this Indemnity Agreement for Claims directly caused by or resulting from the sole fault or negligence of Indemnitees. SUBCONTRACTOR acknowledges consideration for his Indemnification Agreement of Ten (\$10.00) Dollars, together with payment of the first .001% (not to exceed \$500.00) of the contract price. The SUBCONTRACTOR's obligations under this indemnity agreement for CONTRACTOR's actions or inactions shall not exceed \$1,000,000.00; however SUBCONTRACTOR's obligation for it's actions or inactions or those under his Subcontract whether or not in direct privity with SUBCONTRACTOR shall be ~~unlimited~~ ^{limited to CONTRACTOR} ^{AMOUNT OF SUB} 209

The obligation to defend, indemnify and hold harmless includes Claims resulting from injury, sickness or death of any employee of SUBCONTRACTOR or any employee of any lower tier suppliers or subcontractors of SUBCONTRACTOR (whether or not in direct privity with SUBCONTRACTOR), regardless of whether such employee has been paid pursuant to any Worker's Compensation Law or other similar federal or state legislation for the protection of employees. SUBCONTRACTOR's Liability Insurance policies shall each contain contractual coverage so as to protect Indemnitees under this Indemnity Agreement.

ARTICLE 14: SUSPENSION OF WORK, DEFAULT AND TERMINATION

a. CONTRACTOR May Suspend Work

At any time and without cause, CONTRACTOR may suspend the Work or any portion thereof for a period of not more than 90 days by notice in writing to SUBCONTRACTOR which will fix the date on which Work will be resumed. SUBCONTRACTOR shall resume the Work on the date so fixed. SUBCONTRACTOR shall be allowed only an adjustment or extension of the contract times directly attributable to any such suspension, provided SUBCONTRACTOR timely makes a claim as allowed by the Contract Documents. In no event shall SUBCONTRACTOR be entitled to claim additional compensation for such temporary suspension of work.

b. CONTRACTOR Shall Terminate for Cause

i. The occurrence of any one or more of the following events justifies CONTRACTOR's termination of SUBCONTRACTOR for cause:

1. SUBCONTRACTOR fails to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule).
2. SUBCONTRACTOR disregards Laws, Codes or Regulations of any public body having jurisdiction.
3. SUBCONTRACTOR fails to remain current with payments to its subcontractors or material suppliers.
4. SUBCONTRACTOR assigns or subcontracts any portion of the Work without permission of CONTRACTOR as required by the Contract Documents. ^{EXCEPT AS INCLUDED IN ARTICLE #20}
5. SUBCONTRACTOR fails to obtain or maintain in effect any of the insurance required under the Contract Documents.
6. SUBCONTRACTOR otherwise violates in any way provisions of the Contract Documents.

ii. CONTRACTOR may, after giving SUBCONTRACTOR (and the surety, if any) ^{ninety-six} ~~forty-eight~~ hours written notice and to the extent permitted by applicable law, terminate the services of SUBCONTRACTOR, exclude SUBCONTRACTOR from the Site and take possession of the Work and of all SUBCONTRACTOR's tools, appliances, construction equipment and machinery at the Site and use the same to the full extent they could be used by SUBCONTRACTOR (without liability to SUBCONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the Site or for which CONTRACTOR has paid SUBCONTRACTOR but which are stored elsewhere, and finish the Work as CONTRACTOR may deem expedient. In such case SUBCONTRACTOR shall not be entitled to receive any further payment until the Work is finished. SUBCONTRACTOR shall be liable for any and all damages sustained by the CONTRACTOR because of SUBCONTRACTOR's default and termination. If the unpaid balance of the Contract Price exceeds all costs, losses and damages sustained by CONTRACTOR arising out of or resulting from completing the Work (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration of other dispute resolution costs) such excess will be paid to SUBCONTRACTOR. If such costs, losses and damages exceed such unpaid balance, SUBCONTRACTOR shall pay the difference to CONTRACTOR. Such costs, losses and damages incurred by CONTRACTOR will be incorporated in a Change Order, provided that when exercising any rights or remedies under this paragraph CONTRACTOR shall not be required to obtain the lowest price for the Work performed.

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Contractor Initials: DA

5

Subcontractor Initials: MC

iii. Where SUBCONTRACTOR's services have been so terminated by CONTRACTOR, the termination will not affect any rights or remedies of CONTRACTOR against SUBCONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due SUBCONTRACTOR by CONTRACTOR will not release SUBCONTRACTOR from liability.

iv. ~~Where SUBCONTRACTOR's services have been so terminated by CONTRACTOR, the termination will not affect any rights or remedies of CONTRACTOR against SUBCONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due SUBCONTRACTOR by CONTRACTOR will not release SUBCONTRACTOR from liability.~~

c. **CONTRACTOR May Terminate for Convenience**

Upon ^{ninety six} ~~thirty~~ hours written notice to SUBCONTRACTOR, CONTRACTOR may, without cause and without prejudice to any other right or remedy of CONTRACTOR, elect to terminate the Agreement. In such case, SUBCONTRACTOR shall be paid (without duplication of any items) for:

1. Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination based upon the unit price for said work, if applicable, or the scheduled value of said work, if applicable. Otherwise, SUBCONTRACTOR shall be paid for the actual and necessary cost of the work together with 10% for overhead and profit on such Work;

2. Actual expenses sustained or paid to subcontractors and suppliers prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the Contract Documents in connection with uncompleted Work, plus 5% for overhead and profit on such expenses;

3. Amounts reasonably paid in settlement of terminated contracts with Subcontractors, Suppliers and others.

4. SUBCONTRACTOR shall not be paid on account of loss of anticipated profits or revenue under this Agreement or any other contract or projects, lost bonding capacity or any other economic losses arising out of or resulting from such termination.

ARTICLE 15: WARRANTY OF THE WORK

SUBCONTRACTOR warrants and guarantees to CONTRACTOR, OWNER, and ARCHITECT (or other applicable design professional) that all Construction will be in strict accordance with the Contract Documents, will be free from all faults and defects, and will be free of all liens and claims of third parties. SUBCONTRACTOR warrants and guarantees to CONTRACTOR that all Construction and materials will be new, of above average quality and in strict compliance with the Contract Documents. SUBCONTRACTOR further warrants and guarantees to CONTRACTOR that all work shall be in compliance with all federal, state and local codes and requirements. SUBCONTRACTOR further agrees to be bound to CONTRACTOR for all warranties and obligations to correct SUBCONTRACTOR's defective or nonconforming work for which CONTRACTOR is bound to OWNER. SUBCONTRACTOR shall further cause all of its subcontractors and suppliers to assign all separate warranties for work performed or materials supplied in connection with the Project directly to CONTRACTOR or, if required by CONTRACTOR, to the OWNER. Such assignment of separate subcontractor and supplier warranties shall be a condition precedent to final payment to SUBCONTRACTOR under this Agreement and shall be in addition to all other required SUBCONTRACTOR Warranties.

ARTICLE 16: RISK OF LOSS

SUBCONTRACTOR expressly agrees to be responsible for and bear any risk of loss to its work until final acceptance by the ARCHITECT, CONTRACTOR, and OWNER. Damaged work shall be replaced by SUBCONTRACTOR at its own expense, ONLY IF CAUSED BY SUBCONTRACTOR.

ARTICLE 17: LIQUIDATED DAMAGES FOR DELAY

SUBCONTRACTOR acknowledges that it has read all of the Contract Documents including any liquidated damages provisions for delay. In the event CONTRACTOR is assessed liquidated damages due to the failure of SUBCONTRACTOR to timely perform the Work to CONTRACTOR's satisfaction, then it is agreed between the parties that these damages will be deducted from payment(s) due SUBCONTRACTOR.

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Contractor Initials:

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Subcontractor Initials: mc

ARTICLE 18: CHANGE ORDERS

Before performing additional or changed work involving additional time or expense, SUBCONTRACTOR shall obtain from CONTRACTOR a written change order describing the change and the amount or method of determining extra compensation. Additional expense will not be allowed without such written Change Order and SUBCONTRACTOR hereby waives any claim for additional expense unless such written change order has been issued prior to performance of additional or changed work. In the event CONTRACTOR has issued a change order to SUBCONTRACTOR and CONTRACTOR has not received the signed change order from SUBCONTRACTOR within fourteen (14) days from the date of issuance, it shall be considered to be a part of this Subcontract Agreement unless written notice of disagreement is received by CONTRACTOR from SUBCONTRACTOR within the above stated time.

ARTICLE 19: OTHER CONTRACTS

~~SUBCONTRACTOR expressly agrees to allow CONTRACTOR the right to retain and offset monies due and owing on any other contracts between CONTRACTOR and SUBCONTRACTOR.~~ mC

ARTICLE 20: ARBITRATION

Any dispute between Summit and Subcontractor arising in any manner from this subcontract, or the performance of work on the project, or payment therefor, shall be resolved by arbitration in accordance with the Florida Arbitration Act. The arbitration panel shall consist of three arbitrators. The party requesting arbitration shall request arbitration in writing, by certified mail. The request shall state the name and address of the arbitrator selected by the requesting party. The other party shall select its arbitrator within 20 days after receipt of the request and inform the other party and its selected arbitrator in writing of its selection. The two arbitrators thus selected shall select a third arbitrator. In the event they are unable to agree on a third arbitrator within 30 days, a judge of the Circuit Court of Duval County shall appoint the third arbitrator. The written decision of any two arbitrators will determine the issues. Each party will pay the arbitrator it selects. The expense of the third arbitrator will be shared equally. All other costs, including, without limitation, attorney fees, will be paid by the party incurring such costs.

Notwithstanding the foregoing, if Summit is sued by the owner, or any other person or entity, because of any claim allegedly arising from Subcontractor's scope of work or Subcontractor's alleged acts or failure to act, then this Article 20 shall not apply to such suit and Summit shall be entitled to make Subcontractor a party to such suit.

ARTICLE 21: CHOICE OF LAW AND VENUE

This Subcontract shall be construed in accordance with the Laws of the State of Florida. ~~SUBCONTRACTOR expressly agrees to be subject to personal jurisdiction in the State of Florida and further waives any right to venue in any action brought under this Subcontract Agreement or against any bond posted by CONTRACTOR.~~ mC
SUBCONTRACTOR acknowledges that CONTRACTOR's bonding company is an intended third-party beneficiary of this jurisdiction and venue provision. ~~CONTRACTOR has the sole option to select venue in Duval County, Florida or the site of the project, for any action brought under the Subcontract Agreement.~~ mC
In any action brought against CONTRACTOR or its bonding company under this Subcontract Agreement, jurisdiction and venue shall be in Duval County, Florida unless and until CONTRACTOR stipulates jurisdiction and venue at the site of the project. mC

ARTICLE 22: TRASH REMOVAL

It is fully understood that SUBCONTRACTOR will be responsible for keeping its part of the job clean and in an orderly fashion subject to the approval of CONTRACTOR and ARCHITECT. Further, SUBCONTRACTOR shall be totally responsible for the clean up and haul off on a daily basis of all debris generated by SUBCONTRACTOR'S daily operations. Should it become necessary for CONTRACTOR to incur any expenses performing cleanup work or removing debris from site for SUBCONTRACTOR, such expense will be deducted from SUBCONTRACTOR's contract amount.

ARTICLE 23: FIELD VERIFICATIONS

SUBCONTRACTOR shall verify all dimensions, inspect the job site and its conditions, and notify CONTRACTOR of any problem, which would prevent or hinder performance by SUBCONTRACTOR. SUBCONTRACTOR will be deemed to have accepted any preceding work and materials and to have waived any and all claims as to non-suitability, unless defects are reported to CONTRACTOR in writing and CONTRACTOR authorizes SUBCONTRACTOR to proceed. ~~ONLY TO THE EXTENT THAT A VISUAL INSPECTION DISCLOSES POTENTIAL PROBLEMS.~~ mC

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

SUMMIT CONTRACTORS, INC.

LOS CAMPOS ~~CONSTRUCTION~~, INC. mC

By: [Signature]

By: milton campos

NAME/TITLE

Date: 4/18/02

Date: 3-27-02

DM Initials: 42

Summit 16161

Contractor Initials: [Signature]

Subcontractor Initials: mC

SUBCONTRACTOR DOCUMENTS ACKNOWLEDGMENT

SUBCONTRACTOR shall complete all work per Plans, Specifications and approved shop drawings.

Site Improvement Plans

The below listed Plans were prepared by Hoffman Lester Associates, Inc., Land Planning/Civil Engineering/Landscape Architecture/Wetland Consulting/Land Surveying, 29 Leinbach Drive, Charleston, S.C. 29407 (843-763-1166.

<u>DOCUMENTS</u>	<u>TITLE</u>	<u>DATED</u>
Cover Sheet	Sheet 1 of 11	Dated 06-26-01, Revised 07-05-01, Revised 07-23-01, Revised 08-07-01, Revised 08-30-01, Revised 08-30-01, Revised 10-15-01
Existing Conditions	Sheet 2 of 11	Dated 06-26-01, Revised 07-23-01, Revised 08-30-01
Site Layout Plan	Sheet 3 of 11	Dated 06-26-01, Revised 07-23-01, Revised 08-30-01, Rev. #1 dated 10-15-01 Pool & Add Sidewalk
2 Water Plan	Sheet 4 of 11	Dated 06-26-01, Revised 07-23-01, Revised 08-30-01, Revised 10-15-01, Revised 11/02/01, Revised 11/09/01
Grading & Drainage	Sheet 5 of 11	Dated 06-26-01, Revised 07-23-01, Revised 08-10-01, Revised 08-29-01, Revised 08-30-01
Grading & Drainage	Sheet 6 of 11	Dated 06-26-01, Revised 07-23-01, Revised 08-10-01, Revised 08-29-01, Revised 08-30-01
Sewer Plan & Profile	Sheet 7 of 11	Dated 06-26-01, Revised 07-23-01, Revised 08-07-01, Revised 08-30-01
Sewer Plan & Profile	Sheet 8 of 11	Dated 06-26-01, Revised 07-23-01, Revised 08-07-01, Revised 08-30-01
Typical Details	Sheet 9 of 11	Dated 06-26-01, Revised 07-23-01, Revised 08-14-01, Revised 10-15-01
Typical Details	Sheet 10 of 11	Dated 06-26-01, Revised 07-23-01, Revised 08-07-01
Typical Details	Sheet 11 of 11	Dated 09-07-01, Rev.#1 dated 10-10-01
Typical Details	Sheet 11a of 11	Dated 11-09-01

No Site Specification Book was available for the bidding process.

No Landscape Drawings were available for the bidding process.

Architectural Plans:

The Plans listed below were prepared by Fugleberg Koch Architects, 2555 Temple Trail, Winter Park, Florida 32789, Contact: Mike Williams (407) 629-0595, FAX (407) 628-1057

<u>DOCUMENTS</u>	<u>TITLE</u>	<u>DATED</u>
A0.01	Title Sheet	Dated 05-01-01, Revised dated 08-01-01, Revised dated 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01 Rev.#3 dated 1/29/02
A0.02	Index and Code Sheet	Dated 05-01-01, Revised dated 08-01-01, Revised dated 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01 Rev.#3 dated 1/29/02
A1.01	Architectural Site Plan	Dated 05-01-01, Revised dated 08-01-01, Revised dated 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01 Rev.#3 dated 1/29/02
S0.00	Cover Sheet	Undated, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
S0.01	Concrete Specifications	Undated, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01, Rev.#3 dated 1/29/02, Latest Date 1/30/02
S0.02	General Specifications	Undated, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
S0.03	Fastening Schedule	Undated, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
S0.04	Shearwall Specifications	Undated, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
S0.05	Shearwall Details	Undated, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01 Summit 161C9

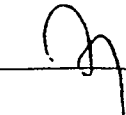
Contractor Initials: 

8

Subcontractor Initials: 

<u>DOCUMENTS</u>	<u>TITLE</u>	<u>DATED</u>
S1.01	Foundation Plan, Bldg. Type 1	Undated, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
S1.01A	Base Plate and Spread Footings	Undated, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
S1.02	Foundation Plan, Bldg. Type 2	Undated, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01, Rev.#3 dated 1/29/02, Latest Date 1/30/02
S1.02A	Base Plate and Spread Footings	Undated, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
S1.03	Foundation Plan, Bldg. Type 3	Undated, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
S1.03A	Base Plate and Spread Footings	Undated, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
S1.04	Foundation Plan, Bldg. Type 4	Undated, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01, Rev.#3 dated 1/29/02, Latest Date 1/30/02
S2.01	Foundation Details	Undated, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01, Rev.#3 dated 1/29/02, Latest Date 1/30/02
S2.02	Foundation Details	Undated, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01, Rev.#3 dated 1/29/02, Latest Date 1/30/02
S2.03	Foundation Details	Undated, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01, Rev.#3 dated 1/29/02
S4.01	Stud Layout Plan, Bldg. Type 1	Undated, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
S4.02	Stud Layout, Bldg. Type 2	Undated, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01, Rev.#3 dated 1/29/02, Latest Date 1/30/02
S4.03	Stud Layout Plan, Bldg. Type 3	Undated, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
S4.04	Stud Layout, Bldg. Type 4	Undated, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
S5.01	Framing Plan, Bldg. Type 1	Undated, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01, Rev.#3 dated 1/29/02, Latest Date 1/30/02
S5.01A	Framing Plan, Bldg. Type 1	Undated, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01, Rev.#3 dated 1/29/02, Latest Date 1/30/02
S5.02	Framing Plan, Bldg. Type 2	Undated, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01, Rev.#3 dated 1/29/02, Latest Date 1/30/02
S5.02A	Framing Plans, Bldg. Type 2	Undated, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01, Rev.#3 dated 1/29/02, Latest Date 1/30/02
S5.03	Framing Plan, Bldg. Type 3	Undated, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01, Rev.#3 dated 1/29/02, Latest Date 1/30/02
S5.03A	Framing Plan, Bldg. Type 3	Undated, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01, Rev.#3 dated 1/29/02, Latest Date 1/30/02
S5.04	Framing Plan, Bldg. Type 4	Undated, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
S6.01	Bracing Plan, Bldg. Type 1	Undated, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
S6.02	Bracing Plan, Bldg. Type 2	Undated, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01, Rev.#3 dated 1/29/02, Latest Date 1/30/02
S6.03	Bracing Plan, Bldg. Type 3	Undated, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01, Rev.#3 dated 1/29/02, Latest Date 1/30/02
S6.04	Bracing Plan, Bldg. Type 4	Undated, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
S7.01	Roof Plan, Bldg. Type 1	Undated, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01, Rev.#3 dated 1/29/02, Latest Date 1/30/02
S7.02	Roof Plans, Bldg. Type 2	Undated, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01, Rev.#3 dated 1/29/02, Latest Date 1/30/02
S7.03	Roof Plan, Bldg. Type 3	Undated, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01, Rev.#3 dated 1/29/02, Latest Date 1/30/02
S7.04	Roof Plans, Bldg. Type 4	Undated, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
S8.01	Trash Compactor/Pool Pavillion	Undated, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01

Summit 16170

Contractor Initials: 

9

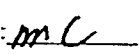
Subcontractor Initials: 

<u>DOCUMENTS</u>	<u>TITLE</u>	<u>DATED</u>
S8.02	Trash Compactor/Pool Pavillion	Undated, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
S9.01	Floor Framing Details	Undated, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
S9.02	Floor Framing Details	Undated, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01, Rev.#3 dated 1/29/02, Latest Date 1/30/02
S9.03	Roof Framing Details	Undated, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01, Rev.#3 dated 1/29/02, Latest Date 1/30/02
S9.04	Roof Framing Details	Undated, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01, Rev.#3 dated 1/29/02, Latest Date 1/30/02
S9.05	Brace Frame Details	Undated, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01, Rev.#3 dated 1/29/02, Latest Date 1/30/02
S9.06	Brace Frame Details	Undated, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01, Rev.#3 dated 1/29/02, Latest Date 1/30/02
SC0.01	Concrete Specifications	Undated, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01, Rev.#3 dated 1/29/02, Latest Date 1/30/02
SC0.02	General Specifications	Undated, Rev.#1 dated 09-12-01
SC0.03	Fastening Schedule	Undated, Rev.#1 dated 09-12-01
SC0.04	Shearwall Specifications	Undated, Rev.#1 dated 09-12-01
SC0.05	Shearwall Details	Undated, Rev.#1 dated 09-12-01
SC1.01	Foundation Plan Leasing Office	Undated, Rev.#1 dated 09-12-01
SC2.01	Foundation Details	Undated, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01, Rev.#3 dated 1/29/02, Latest Date 1/30/02
SC4.01	Stud Layout Plan Leasing Off.	Undated, Rev.#1 dated 09-12-01
SC4.02	Stud Layout Plan Leasing Off.	Undated, Rev.#1 dated 09-12-01
SC5.01	Framing Plan Leasing Office	Undated, Rev.#1 dated 09-12-01
SC6.01	Bracing Plan Leasing Office	Undated, Rev.#1 dated 09-12-01
SC6.02	Bracing Plan Leasing Office	Undated, Rev.#1 dated 09-12-01
SC7.01	Framing Plan Leasing Office	Undated, Rev.#1 dated 09-12-01
SC9.01	Framing Details	Undated, Rev.#1 dated 09-12-01
SC9.02	Framing Details	Undated, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01, Rev.#3 dated 1/29/02, Latest Date 1/30/02
A2.01A	Building Plan Type "1" First Floor	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
A2.01B	Building Plan Type "1" Second Floor	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
A2.01C	Building Plan Type "1" Third Floor	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
A2.01D	Roof Plan Bldg. Type "1"	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
A2.02A	Building Plan Type "2" First Floor	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01, Rev.#3 dated 1/29/02, Latest Date 1/30/02
A2.02B	Building Plan Type "2" Second Floor	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01, Rev.#3 dated 1/29/02, Latest Date 1/30/02
A2.02C	Building Plan Type "2" Third Floor	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01, Rev.#3 dated 1/29/02, Latest Date 1/30/02
A2.02D	Roof Plan Bldg. Type "2"	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01, Rev.#3 dated 1/29/02, Latest Date 1/30/02
A2.03A	Building Plan Type "3" First Floor	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
A2.03B	Building Plan Type "3" Second Floor	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
A2.03C	Building Plan Type "3" Third Floor	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01

Summit 16171

Contractor Initials: 

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Subcontractor Initials: 

<u>DOCUMENTS</u>	<u>TITLE</u>	<u>DATED</u>
A2.03D	Roof Plan Bldg. Type "3"	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
A2.04A	Building Plan Type "4"	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
A2.04B	1 st & 2nd Floor Plans	
	Building Plan Type "4"	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
A2.05A	3rd Flr. & Roof Plan	
	Leasing Center First Floor Plan	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
A2.05B	Leasing Center Second Flr. Plan	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
A2.05C	Leasing Center Roof Plan	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
A3.01	Flat "A" Floor Plans	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
A3.02	Flat "B" Floor Plan	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
A3.03	Flat "C" Floor Plan	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
A3.04	Flat "D" Floor Plan	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
A3.05	Townhouse Unit "E"	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
A3.06	First, Second & Third Floors	
	Garage Plans	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
A4.01	Elevation Views Bldg. Type "1"	Dated 05-01-01, Revised 08-10-01
A4.02	Elevation Views Bldg. Type "2"	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01, Rev.#3 dated 1/29/02, Latest Date 1/30/02
A4.03	Elevation Views Bldg. Type "3"	Dated 05-01-01, Revised 08-10-01
A4.04	Elevation Views Bldg. Type "4"	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
A4.05B	Leasing Center Side Elevations	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
A5.01	Building Type I, Stair/	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
A5.02	Breezeway Building Section	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
	Townhome Building Sections	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
A5.03	Wall Sections	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
A5.04B	Garage Wall Sections	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
A5.04	Garage Wall Sections	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
A5.05	Wall Sections	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
A5.06	Garage Wall Sections	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
A5.07B	Sections and Details	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
A5.07	Clubhouse Building Sections	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
A5.08	Buildings 4, 5 & 7	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
	Wall Sections & Details	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
A6.01	Details	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
A6.02	Details	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
A6.03	Stair Sections & Misc. Details	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01

Summit 16172

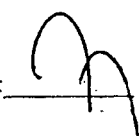
Contractor Initials: 

11

Subcontractor Initials: 

<u>DOCUMENTS</u>	<u>TITLE</u>	<u>DATED</u>
A7.01	Door, Window Details & Schedules	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
A8.01	Interior Elevations	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
A8.02	Interior Elevations Leasing Center	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
A10.01	Trash Compactor Enclosure And Details	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
A10.02	Pool Pavillion Plans, Elevations, and Details	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
A10.03	Storage Building #9	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01, Rev.#3 01-29-02, Latest Date 01-30-02
AF6.01	Firestop Systems Through Penetration	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
AF6.02	Through Penetration Firestop Systems	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
H3.01	Flat A HVAC Plan	Dated 05-01-01, Revised 08-15-01
H3.02	Flat B HVAC Plan	Dated 05-01-01, Revised 08-15-01
H3.03	Flat C HVAC Plan	Dated 05-01-01, Revised 08-15-01
H3.04	Flat D HVAC Plan	Dated 05-01-01, Revised 08-15-01
H3.05	Town Home Unit HVAC Plans	Dated 05-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01
H6.01	HVAC Schedules and Details	Dated 05-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#3 dated 1-11-02
H6.02	HVAC Schedules and Details	Dated 05-01-01, Revised 08-15-01
H10.01	Leasing Center First Floor HVAC Plan	Dated 05-01-01, Rev.#1 dated 09-12-01
H10.02	Leasing Center Second Floor HVAC Plan	Dated 05-01-01, Rev.#1 dated 09-12-01
H10.03	Bath Pool and Fitness Floor HVAC Plan	Dated 05-01-01, Rev.#1 dated 09-12-01
H10.04	HVAC Schedules and Details	Dated 05-01-01, Rev.#1 dated 09-12-01
HE2.01	Building Type 1, 1 st Floor HVAC & Electrical Plan	Dated 05-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#3 dated 1-11-02
HE2.02	Building Type 1, 2 nd & 3 rd Floor HVAC & Elec. Plans	Dated 05-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01
HE2.03	Building Type 2, 1 st Floor HVAC & Electrical Plan	Dated 05-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#3 dated 1-29-02
HE2.04	Building Type 2, 2 nd & 3 rd Floor HVAC & Elec. Plans	Dated 05-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01
HE2.05	Building Type 3, 1 st Floor HVAC & Electrical Plan	Dated 05-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#3 dated 1-11-02
HE2.06	Building Type 3, 2 nd Floor HVAC & Electrical Plan	Dated 05-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01
HE2.07	Building Type 3, 3 rd Floor HVAC & Electrical Plan	Dated 05-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01
HE2.08	Building Type 4, 1 st Floor HVAC & Electrical Plan	Dated 05-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01
HE2.09	Building Type 4, 2 nd & 3 rd Floor HVAC & Elec. Plans	Dated 05-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01
E1.01	Electrical Site Plan	Dated 05-01-01, Revised 08-15-01
E3.01	Flat A Electrical Plan	Dated 05-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01
E3.02	Flat B Electrical Plan	Dated 05-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01
E3.03	Flat C Electrical Plan	Dated 05-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01
E3.04	Flat D Electrical Plan	Dated 05-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01

Summit 16173

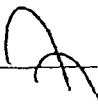
Contractor Initials: 

12

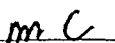
Subcontractor Initials: 

<u>DOCUMENTS</u>	<u>TITLE</u>	<u>DATED</u>
E3.05	Town Home Unit Elec. Plans	Dated 05-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01
E6.01	Electrical Schedules & Details	Dated 05-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01 Rev.#3 dated 01-29-02
E6.02	Electrical Schedules & Details	Dated 05-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01 Rev.#3 dated 01-11-02
E10.01	Leasing Center First Floor Electrical Plan	Dated 05-01-01, Rev.#1 dated 09-12-01
E10.02	Leasing Center Second Floor Electrical Plan	Dated 05-01-01, Rev.#1 dated 09-12-01
E10.03	Bath Pool and Fitness Floor Electrical Plan	Dated 05-01-01, Rev.#1 dated 09-12-01
E10.04	Electrical Schedules & Details	Dated 05-01-01, Rev.#1 dated 09-12-01
P2.01	Building Type 1, 1 st Floor Plumbing Plan	Dated 05-01-01, Revised 08-15-01
P2.02	Building Type 1, 2 nd & 3 rd Floor Plumbing Plans	Dated 05-01-01, Revised 08-15-01
P2.03	Building Type 2, 1 st Floor Plumbing Plan	Dated 05-01-01, Revised 08-15-01, Rev.#3 01-29-02
P2.04	Building Type 2, 2 nd & 3 rd Floor Plumbing Plans	Dated 05-01-01, Revised 08-15-01
P2.05	Building Type 3, 1 st Floor Plumbing Plan	Dated 05-01-01, Revised 08-15-01
P2.06	Building Type 3, 2 nd Floor Plumbing Plan	Dated 05-01-01, Revised 08-15-01
P2.07	Building Type 3, 3 rd Floor Plumbing Plan	Dated 05-01-01, Revised 08-15-01
P2.08	Building Type 4, 1 st Floor Plumbing Plan	Dated 05-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01
P2.09	Building Type 4, 2 nd & 3 rd Floor Plumbing Plans	Dated 05-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01
P3.01	Flat A Plumbing Plan	Dated 05-01-01, Revised 08-15-01
P3.02	Flat B Plumbing Plan	Dated 05-01-01, Revised 08-15-01
P3.03	Flat C Plumbing Plan	Dated 05-01-01, Revised 08-15-01
P3.04	Flat D Plumbing Plan	Dated 05-01-01, Revised 08-15-01
P3.05	Town Home Unit Plumbing Plans	Dated 05-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01
P6.01	Plumbing Schedules and Details	Dated 05-01-01, Revised 08-15-01
P6.02	Plumbing Schedules and Details	Dated 05-01-01, Revised 08-15-01
P6.03	Plumbing Schedules & Details	Dated 05-01-01, Revised 08-15-01, Rev.#3 dated 01-29-02
P10.01	Leasing Center First Floor Plumbing Plan	Dated 05-01-01, Rev.#1 dated 09-12-01
P10.02	Leasing Center Second Floor Plumbing Plan	Dated 05-01-01, Rev.#1 dated 09-12-01
P10.03	Bath Pool and Fitness Floor Plumbing Plan	Dated 05-01-01, Rev.#1 dated 09-12-01
P10.04	Plumbing Schedules & Details	Dated 05-01-01, Rev.#1 dated 09-12-01
P10.05	Plumbing Schedules & Details	Dated 05-01-01, Rev.#1 dated 09-12-01
F1.01	Fire Protection Site Plan	Dated 05-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01
F2.01	Building Type 1, 1 st Floor Fire Protection Plan	Dated 05-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01
F2.02	Building Type 1, 2 nd & 3 rd Flr. Fire Protection Plans	Dated 05-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01
F2.03	Building Type 2, 1 st Floor Fire Protection Plan	Dated 05-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01 Rev.#3 dated 01-29-02
F2.04	Building Type 2, 2 nd & 3 rd Flr. Fire Protection Plans	Dated 05-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01
F2.05	Building Type 3, 1 st Floor Fire Protection Plan	Dated 05-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01

Summit 16174

Contractor Initials: 

13

Subcontractor Initials: 

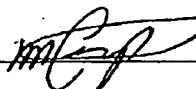
<u>DOCUMENTS</u>	<u>TITLE</u>	<u>DATED</u>
F2.06	Building Type 3, 2nd Floor Fire Protection Plan	Dated 05-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01
F2.07	Building Type 3, 3rd Floor Fire Protection Plan	Dated 05-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01
F2.08	Building Type 4, 1st Floor Fire Protection Plan	Dated 05-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01
F2.09	Building Type 4, 2nd & 3rd Flr. Fire Protection Plans	Dated 05-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01
F3.01	Flat A - Fire Protection Plan	Dated 05-01-01, Revised 08-15-01
F3.02	Flat B - Fire Protection Plan	Dated 05-01-01, Revised 08-15-01
F3.03	Flat C - Fire Protection Plan	Dated 05-01-01, Revised 08-15-01
F3.04	Flat D - Fire Protection Plan	Dated 05-01-01, Revised 08-15-01
F3.05	Town Home Unit Fire Protection Plans	Dated 05-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01
F6.01	Fire Sprinkler Schedules And Details	Dated 05-01-01, Revised 08-15-01
F10.01	Leasing Center, First Floor Fire Protection Plan	Dated 05-01-01, Rev.#1 dated 09-12-01
F10.02	Leasing Center Second Floor Fire Protection Plan	Dated 05-01-01, Rev.#1 dated 09-12-01
F10.03	Bath Pool and Fitness Floor Fire Protection Plan	Dated 05-01-01, Rev.#1 dated 09-12-01
F10.04	Fire Protection Schedules And Details	Dated 05-01-01, Rev.#1 dated 09-12-01
SP1.01	Specifications	Dated 05-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01
SP1.02	Specifications	Dated 05-01-01, Revised 08-15-01
SP1.03	Specifications	Dated 05-01-01, Revised 08-15-01
SP1.04	Specifications	Dated 05-01-01, Revised 08-15-01
SP1.05	Specifications	Dated 05-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01

Landscape Design

Hoffman Lester Associates, Inc., 29 Leinbach Drive, Charleston, S.C. 29407, 843-763-1166.

<u>DOCUMENTS</u>	<u>TITLE</u>	<u>DATED</u>
L1 of L4	Landscape Plan	11-12-01
L2 of L4	Landscape Plan	11-12-01
L3 of L4	Landscape Plan	11-12-01
L4 of L4	Landscape Plan	11-12-01

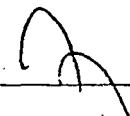
Geotechnical Investigation Report dated August 29, 2001 provided by Wright Christopher Engineering & Construction Services entitled, "Geotechnical Investigation, Vintage at Fenwick Plantation Apartment Complex, John's Island, SC, WPC Project #2001-211".

BY: Milton Campos 

COMPANY NAME/TITLE: LOS CAMPOS ~~CONSTRUCTION~~ INC. N CMC

DATE: 3-27-02

Summit 16175

Contractor Initials: 

14

Subcontractor Initials: AMC

ATTACHMENT "A"

1. All parties hereby agree that no extra payment will be made for material storage, freight costs, travel expenses, delivery charges, re-inspection fees or any other miscellaneous costs required to install the scope of work included in this subcontract agreement.

2. All parties hereby agree that any conflicts between the drawings, specifications and/or any conflicts between pages or details that is discovered by SUBCONTRACTOR shall be brought to the attention of CONTRACTOR immediately. Any work performed by SUBCONTRACTOR with previous knowledge of conflicts will be at the complete liability of SUBCONTRACTOR for its acceptance, and any costs to correct to compliance shall be paid by SUBCONTRACTOR.

3. All parties hereby agree that SUBCONTRACTOR is responsible for maintaining CONTRACTOR's master set of project record drawings on a weekly basis. In the event SUBCONTRACTOR fails to meet this requirement, progress or final payments may be withheld until such time that CONTRACTOR receives updated project record drawings from SUBCONTRACTOR.

4. All parties hereby agree that SUBCONTRACTOR has the sole responsibility for compliance with all of the requirements of the Occupational Safety and Health Act of 1970 and agrees to indemnify and hold harmless CONTRACTOR against any legal liability or loss including personal injuries which CONTRACTOR may incur due to SUBCONTRACTOR's failure to comply with the above referenced act. In the event any fines or legal costs are assessed against CONTRACTOR by any governmental agency due to noncompliance of safety codes or regulations by SUBCONTRACTOR, such costs will be deducted, by change order, from SUBCONTRACTOR's Subcontract amount.

5. All parties hereby agree that control of the Work Schedule, use of the site and coordination of all on-site personnel will be performed under the complete direction of CONTRACTOR's supervisory staff. CONTRACTOR may enforce upon SUBCONTRACTOR any of the following actions in order to expedite or coordinate the work. However, CONTRACTOR does not assume any liability for delays to SUBCONTRACTOR or third parties in connection with coordination of on-site personnel. These actions include, but are not limited to, the following:

- A) Designated storage, designated unloading and parking areas.
- B) Require unacceptable materials, equipment or vehicles to be removed from the project.
- C) Limit the use of the site by SUBCONTRACTOR's equipment, vehicles, personnel or stored materials.
- D) Temporarily or permanently bar specific personnel from the site. Listed below is a partial list of reasons to deny a person access to the project.

- 1) Drug or alcohol use
- 2) Fighting, possession of weapons
- 3) Theft
- 4) Harassment of anyone on or off the project
- 5) Personal use of the areas near the project limits for parking, eating, sleeping, etc.
- 6) Failure to cooperate with CONTRACTOR's supervisory personnel or comply with project documents.

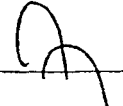
6. All parties hereby agree that CONTRACTOR may provide, in locations determined to be appropriate for the project, temporary electrical, temporary water and temporary toilet services. Further, SUBCONTRACTOR shall make use of the services as provided. However, the inability of SUBCONTRACTOR to make use of the services as provided or the temporary unavailability of services, shall not release SUBCONTRACTOR'S obligation to complete the work included in this Subcontract Agreement, on schedule, or by supplying at SUBCONTRACTOR'S own expense any additional utilities or services it may require to perform its scope of work in accordance with the project schedule.

7. All parties hereby agree that all technical questions, submittals, clarifications, schedules and procedures will be submitted, in writing, by SUBCONTRACTOR to CONTRACTOR. Further, the cost of any work performed or reliance on information other than in compliance with instructions or information provided by CONTRACTOR, shall be borne by SUBCONTRACTOR and any such cost is included in this Subcontract Agreement.

8. All parties hereby agree that the cost of any testing, re-testing, layout, staking, engineering, inspection fees, repair work or any other cost associated with any testing, inspections or examinations required by the specifications to determine the acceptability of SUBCONTRACTOR's scope of work will be borne by SUBCONTRACTOR and any such cost is included in this Subcontract Agreement.

9. All parties hereby agree that SUBCONTRACTOR is responsible for all related work, no matter in what sections of the plans and specifications it is detailed, to complete the scope of work as listed in Attachment "B" to this Subcontract Agreement.

Summit 16176

Contractor Initials: 

15

Subcontractor Initials: 

10. All parties hereby agree that SUBCONTRACTOR will provide all necessary equipment, manpower and rigging to safely and efficiently unload its materials in the areas assigned or approved by CONTRACTOR's supervisory personnel. Further, all material delivery times will be coordinated with suppliers and approved by CONTRACTOR so as not to impede or disrupt the work or schedule of CONTRACTOR or other subcontractors.

11. All parties hereby agree that this executed Subcontract Agreement hereby supersedes any prior proposals, both written or verbal, therefore, any prior written or verbal proposals hereby becomes null and void at the signing of this Subcontract Agreement.

12. All parties hereby agree that SUBCONTRACTOR is to submit a detailed "Schedule of Values" for approval by CONTRACTOR prior to the signing of this Subcontract Agreement. In the event of disagreement between the parties then CONTRACTOR'S decision shall govern.

13. ~~All parties hereby agree that SUBCONTRACTOR shall secure and pay for all permits required to install the Scope of Work included in this Subcontract Agreement.~~ *mc*

14. ~~All parties hereby agree that weekday overtime work and weekend work will be required to complete this project in accordance with CONTRACTOR's schedule. Further, this weekday overtime work and weekend work will be performed at the sole direction of CONTRACTOR and all costs thereof is included in this Subcontract Agreement.~~ *mc*

15. All parties hereby agree that SUBCONTRACTOR shall be responsible that both he and each subcontractor under his control shall pay all State Sales Tax, Consumer Tax, Use and other similar taxes for the work, or portions thereof, provided by this SUBCONTRACTOR, ~~whether or not yet effective.~~ *mc*

16. All parties hereby agree that in all cases in which a manufacturer's name, trade name, or their proprietary designation is used in connection with materials or articles to be furnished under this Subcontract Agreement, whether or not the phrase "or equal" is used after such name, SUBCONTRACTOR shall furnish the product of the named manufacturers without substitution, unless a written request for the substitute has been submitted to CONTRACTOR by the SUBCONTRACTOR and approved, in writing, by CONTRACTOR.

17. All parties hereby agree that SUBCONTRACTOR shall employ a competent superintendent and necessary assistants all approved by CONTRACTOR who shall be in attendance at the project site full-time during the progress of the work included in this Subcontract Agreement.

18. All parties hereby agree that SUBCONTRACTOR assures that either he or an authorized representative of his company will attend all jobsite meetings as established by CONTRACTOR's supervisory staff unless their presence is not requested by CONTRACTOR. In the event a representative shall represent SUBCONTRACTOR at these meetings, said representative shall be able to make binding commitments on all matters to be discussed at such meetings, including cost, payments, change orders, time schedules and manpower requirements. This is to include but not limited to, all Project Manager Near Term Meeting and Superintendent Meetings. Further, a penalty of \$500.00 per meeting will be imposed if SUBCONTRACTOR or SUBCONTRACTOR's representative is not present at these meetings. The following person(s) are designated as SUBCONTRACTOR's representatives having the authority as stated herein.

Subcontractor Designated Representative: OSCAR Campos

(Optional Representative) Fredy Gonzalez

19. All parties hereby agree that by SUBCONTRACTOR approving and submitting shop drawings, product data, and samples, SUBCONTRACTOR hereby represents that he has reasonably determined and verified all dimensions, quantities, field dimensions, relations to the existing work, coordination with work to be installed later, coordination with information on previously accepted shop drawings, product data, or samples and verification of compliance with all of the requirements of the Contract Documents. Further, the accuracy of such information is the sole responsibility of SUBCONTRACTOR. In reviewing shop drawings, product data, and samples, CONTRACTOR shall be entitled to rely on SUBCONTRACTOR'S representation that such information is correct and accurate.

20. All parties hereby agree that no portion of the work requiring submission of a shop drawing, product data, or sample shall be commenced until CONTRACTOR has received from SUBCONTRACTOR all required shop drawings, product data, or required samples and all have been approved by the appropriate parties. Further, all such portions of the work shall be furnished and installed by SUBCONTRACTOR in accordance with approved shop drawings, product data, or samples.

Summit 16177

Contractor Initials: *M*

16

Subcontractor Initials: *mc*

21. All parties hereby agree this is a Lump Sum Subcontract Agreement, written with the intent that there be no extras if installed in accordance with the Project Plans and Specifications. All prices are firm and includes applicable ~~taxes~~ taxes, licenses, freight, unloading, project distribution, hoisting and any other needed items to complete the scope of work as listed herein. *MC*
22. All parties hereby agree that SUBCONTRACTOR shall be held responsible and pay all associated cost for repairs to all damages to any buildings or the work of others resulting from his negligence or negligence of a material supplier or subcontractor of this SUBCONTRACTOR.
23. All parties hereby agree that SUBCONTRACTOR is responsible for all costs associated with all necessary flagmen, barricades, and safety equipment necessary to install the scope of work as listed in this Subcontract Agreement.
24. All parties hereby agree that the OWNER, or OWNER'S representative, could request SUBCONTRACTOR to do additional work without obtaining the approval of CONTRACTOR or CONTRACTOR'S representative and that there is a possibility that OWNER would not pay this claim if SUBCONTRACTOR performs said work without CONTRACTOR'S consent. In the event this happens and OWNER does not pay CONTRACTOR, SUBCONTRACTOR then waives all claims against CONTRACTOR for payment of these portions of work. *UNLESS AN APPROVED CHANGE IS ISSUED BY CONTRACTOR. ALL WORK MUST BE PERFORMED THRU CONTRACT WITH CONTRACTOR* *MC*
25. All parties hereby agree this Subcontract Agreement shall not be deemed as a commitment, or offer to engage the services of SUBCONTRACTOR until such time this Subcontract Agreement is duly executed by an authorized representative of CONTRACTOR.
26. All parties hereby agree that before work commences, SUBCONTRACTOR shall submit an original insurance certificate showing General Liability Coverage and Limits of Worker's Compensation Coverage to CONTRACTOR'S home office. All parties further agree that no payments will be received by SUBCONTRACTOR for any work performed on the project until such time CONTRACTOR has received these Insurance Certificates from SUBCONTRACTOR.
27. All parties hereby agree that for purposes of this agreement, "hazardous substances" shall mean any contaminants, wastes, substances or other materials which pose violation of any local, state or federal law or regulation or are deemed environmentally hazardous, toxic or harmful by any local, state or federal environmental protection or other agency, including, without limitation, asbestos, polychlorinated biphenyl's, petroleum products, flammable explosives, radioactive materials or infectious substances. SUBCONTRACTOR shall not bring any hazardous substance to the jobsite, and hereby agrees to fully defend, indemnify and hold CONTRACTOR and OWNER harmless from and against any and all liability, claims, losses, penalties, costs, expenses, damages and causes of action suffered or incurred by CONTRACTOR or OWNER resulting in any manner whatsoever, directly or indirectly, from the presence of any hazardous substance as a result of the actions of SUBCONTRACTOR. In the event that SUBCONTRACTOR encounters any material on the jobsite reasonably believed to be a hazardous substance, SUBCONTRACTOR will handle such hazardous substance in accordance with all laws and applicable ordinances.
28. All parties hereby agree that it shall be SUBCONTRACTOR'S responsibility to review all plans and specifications, to learn the general policies of the CONTRACTOR, and the schedule pace of work and general methods of procedure. All parties hereby agree that SUBCONTRACTOR is to plan its material and equipment deliveries and the volume of its manpower in order to coordinate all of its work with CONTRACTOR'S policies, methods and schedule.
29. All parties hereby agree that all applicable Federal, State and Local Codes take precedence over project plans and specifications and any additional cost to make the required changes to comply with said codes is hereby included in this Subcontract Agreement. *will require a change order.* *MC*
30. All parties hereby agree that SUBCONTRACTOR and all of its employees and subcontractors will only use ingress and egress routes as directed by CONTRACTOR'S jobsite superintendent.
31. All parties hereby agree that SUBCONTRACTOR acknowledges that other site and building improvements will be in progress during the course of its work, and SUBCONTRACTOR will take the necessary steps in the coordination of material handling and in the implementation of its work so as not to loose time on its schedule or interfere with the construction of other improvements.
32. All parties hereby agree that in the event temporary electrical service becomes inoperable SUBCONTRACTOR will then furnish its own means of project power to install the scope of work included in this Subcontract Agreement. *REQUIRE A CHANGE ORDER* *MC*
33. All parties hereby agree that CONTRACTOR will have final approval of SUBCONTRACTORS on site supervision and upon approval of this supervision SUBCONTRACTOR hereby agrees not to replace this approved jobsite supervision without CONTRACTORS consent. *TO THE EXTENT THAT SUBCONTRACTOR HAS ABILITY TO CONTROL PERSONNEL.* *MC*

Summit 1617E

Contractor Initials: *MC*

17

Subcontractor Initials: *MC*

34. All parties hereby agree that SUBCONTRACTOR fully agrees to comply with all terms and conditions contained within the Immigration Reform and Control Act of 1996..

35. All parties hereby agree that SUBCONTRACTOR has visited the project site and is aware of all site conditions that affect its scope of work. All parties further agree that no additional compensation will be made due to SUBCONTRACTOR'S failure to familiarize itself with all site conditions prior to the execution of this Subcontract Agreement.

36. All parties hereby agree that SUBCONTRACTOR shall submit a Material Safety Data Sheet (MSDS) notebook to CONTRACTOR'S job site Superintendent prior to commencing work on the project.

37. All parties hereby agree that SUBCONTRACTOR is to furnish and install all necessary heating devices, including fuel for same, necessary for the installation of this scope of work.

38. All parties hereby agree that in the event SUBCONTRACTOR crosses any permanent improvements such as concrete curb or sidewalks, it shall be the responsibility of SUBCONTRACTOR to take the appropriate measures to protect these existing improvements. In the event any areas are damaged, it shall be the SUBCONTRACTOR's responsibility to remove and replace these damaged areas.

39. All parties hereby agree that SUBCONTRACTOR shall have the responsibility of notifying CONTRACTOR seven (7) days prior to any known material shortages on project.

40. All parties hereby agree that SUBCONTRACTOR shall furnish and install a jobsite radio for his jobsite foreman capable of communicating with the CONTRACTOR'S Jobsite Superintendent.

41. All parties hereby agree that the trees on the jobsite are of extreme importance to the value of the property. All parties further agree that SUBCONTRACTOR shall be fully liable for any damage caused to these trees by this SUBCONTRACTOR including, but not limited to, consequential damages resulting therefrom.

42. All parties hereby agree that each item required by all Federal, State, and Local governing authorities may not be specifically shown on the Plans and Specifications; however, all requirements imposed by these governing authorities are hereby included in this Subcontract Agreement. Compliance with all governing laws, ordinances, rules, regulations, and lawful orders, inclusive of documentation and/or reporting of occurrences and/or conditions, enacted prior to execution of this Subcontract Agreement for the Work, or portions thereof, provided by this Subcontract, of any governing authority having jurisdiction over the performance of this Work, whether or not yet effective, is hereby included in this Subcontract. *mc*

43. All parties hereby agree that all required and necessary submittal data shall be submitted by SUBCONTRACTOR to CONTRACTOR within three (3) days of the signing of this Subcontract Agreement to allow sufficient time for approval.

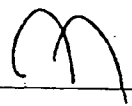
44. All parties hereby agree that SUBCONTRACTOR had in its possession at time of bid all Contract Documents necessary to supply CONTRACTOR a complete turnkey bid for SUBCONTRACTOR's scope of work included herein.

45. All parties hereby agree that SUBCONTRACTOR shall keep at the jobsite on a full-time basis at least one superintendent or foreman who speaks the English Language.

46. All parties hereby agree that all installed items on the project remain the responsibility of SUBCONTRACTOR until accepted by OWNER or OWNER'S representative.

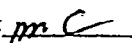
47. All parties hereby agree that any required hoisting, scaffolding, lulls, forklifts or any other machinery of any kind, including labor for same, to unload, store, move around on jobsite, and handle SUBCONTRACTOR's materials to install this scope of work in any nature is included in this Subcontract Agreement. Further, SUBCONTRACTOR agrees to use properly certified personnel to operate equipment while on project site.

48. All parties hereby agree that SUBCONTRACTOR is not authorized to install a SUBCONTRACTOR job sign without written consent of CONTRACTOR.

Contractor Initials: 

18

Summit-16179

Subcontractor Initials: 

ATTACHMENT "B"
SCOPE OF WORK

Painting

mc
Furnish all labor, material, ~~permits~~, equipment, supervision, services, labor taxes, material taxes, insurance, licenses, and any other related cost necessary for a complete execution of all Painting of 12 buildings, Clubhouse, Pool Pavilion, all garages, and trash compactor (1), all in its entirety and in strict accordance with the Contract Documents enumerated in Subcontractor Documents Acknowledgment to this Agreement, and in strict compliance with the requirements of all Federal, State and Local governing authorities. This Subcontract Agreement is also to be inclusive of, but not limited to, the following:

1. All parties hereby agree that SUBCONTRACTOR shall submit paint and stain colors for final approval on 6 x 6 actual color cards. (7) sets of submittals to be submitted to the CONTRACTOR within 2 weeks of receiving this subcontract.
2. All parties hereby agree that all surfaces to be painted or finished shall be clean, dry, smooth, and free from dust and all foreign matter, which may adversely affect adhesion or appearance. Further, SUBCONTRACTOR shall perform preparation and cleaning procedures in strict accordance with the coating manufacturer's recommendations.
3. All parties hereby agree that workmanship shall be of a high standard, installed by skilled mechanics. Further, all materials shall be properly applied and shall be free from runs, sags, holidays, clogging and excessive flooding. SUBCONTRACTOR shall not proceed with any additional coats until the preceding coat is thoroughly dry and hard.
4. It is the intent of the this SUBCONTRACT to convey to the SUBCONTRACTOR that the exterior waterproofing of all stucco is the responsibility of the SUBCONTRACTOR. This is to include but not limited to all areas where stucco meets like or unlike surface where paint may or may not be applied.
5. All parties hereby agree that SUBCONTRACTOR is to furnish and install all required caulking, with the specified type of caulking, at all areas of project. These caulked areas are to include, but not be limited to, windows, doors, exterior siding, exterior trim, interior trim, exterior door sills, between exterior trim, tubs and masonry and fascia boards. Further, SUBCONTRACTOR shall use caulking compound in a color to match the building finish or of painted nature.
6. All parties hereby agree that SUBCONTRACTOR shall paint all exterior electrical boxes, roof vents, exposed flashing, lintels, and ~~any other items as directed by CONTRACTOR~~ *ALL ITEMS SHOWN ON PLANS TO BE PAINTED* *mc*
7. Clubhouse to have a minimum of six different colors. *mc*
8. All parties hereby agree that "paint" as used herein means all coating systems materials, including primers, emulsions, enamels, stains, elastomeric, sealers and fillers and any other materials whether used as prime, intermediate or finished coats. All parties hereby agree that materials shall be delivered to jobsite factory mixed, ready for application with manufacturing labels attached showing the name, brand, type and color of paint, instructions for thinning and type and percentages of pigment, vehicle and solvent.
9. All parties hereby agree that SUBCONTRACTOR shall store materials not in use in tightly covered containers. Further, SUBCONTRACTOR shall maintain containers used in storage, mixing and application of paint in a clean condition, free of foreign materials and residue.
10. All parties hereby agree that no paint shall be stored in project closets.
11. All parties hereby agree that SUBCONTRACTOR shall remove all oily rags and oil or solvent-soaked waste from building at end of each workday. Further, SUBCONTRACTOR shall take every reasonable precaution to avoid danger of fire.
12. All parties hereby agree that SUBCONTRACTOR shall avoid painting under conditions, which might result in condensation on freshly painted surfaces.
13. All parties hereby agree that no paint will be applied to finishes in spaces where dust is being generated.
14. All parties hereby agree that SUBCONTRACTOR shall provide good ventilation during all painting operations.
15. All parties hereby agree that SUBCONTRACTOR shall examine surfaces scheduled to receive paint or finishes. Further, for conditions that will adversely affect execution, performance or quality of work and which cannot be placed into acceptable condition through preparatory work then SUBCONTRACTOR shall immediately notify CONTRACTOR of such problem.

Contractor Initials: *mc*

19

Summit 1618J

Subcontractor Initials: *mc*

16. All parties hereby agree that SUBCONTRACTOR shall accept the beginning of any work in any specific area as acceptance of the substrate surfaces to be satisfactory to produce properly finished surfaces this is to include but not limited to metal stairs and railings.

17. All parties hereby agree that SUBCONTRACTOR shall protect all adjacent surfaces not to be painted. Further, before painting, SUBCONTRACTOR shall remove hardware, accessories, plate lighting fixtures and similar items or provide ample protection of such items prior to painting. Upon completion of each space, SUBCONTRACTOR shall replace the above items.

18. All parties hereby agree that SUBCONTRACTOR shall remove doors if necessary to paint all edges. SUBCONTRACTOR shall replace each door removed in the same opening using only skilled mechanics for removing and reinstalling these doors.

19. All parties hereby agree that SUBCONTRACTOR shall use drop cloths or similar temporary covers to protect finished flooring, cabinetwork and other surfaces subject to damage. Further, SUBCONTRACTOR shall protect all windows, sliding glass doors, counter tops and other finished surfaces from paint drops prior to the paint setting. Further, SUBCONTRACTOR shall remove overspray and splattered paint by proper methods of washing and scraping using care not to scratch or otherwise damage finished surfaces.

20. All parties hereby agree that SUBCONTRACTOR shall provide "wet paint" signs as required to protect newly painted finishes.

21. All parties hereby agree that SUBCONTRACTOR shall make edges of paint adjoining other materials or colors sharp and clean with straight lines.

22. All parties hereby agree that SUBCONTRACTOR shall apply primer to adjacent surfaces before glazing or caulking.

23. All parties hereby agree that SUBCONTRACTOR shall furnish and install the painting for all stair stringers, if applicable to this project, stair railings, breezeway railings, balcony railings, exterior door trim, exterior doors, breezeway ceilings, balcony ceilings, and any other miscellaneous exterior painting as directed by CONTRACTOR PER PLAN MC (M)

24. All parties hereby agree that all doors shall be pre-primed by SUBCONTRACTOR prior to installation. This is to include bottom, top, and both sides of door.

25. All parties hereby agree that the interior painting shall include, but not be limited to, all drywall walls and ceilings, interior doors (top and bottom), interior trim, baseboards, window stools, door trim, shoe mold, crown mold, chair rails and mantels, and any other areas as directed by CONTRACTOR PER PLAN MC (M)

26. All parties hereby agree that all necessary caulking, sanding, and puttying required for a first class quality job as directed by CONTRACTOR is included in this Subcontract Agreement.

27. All parties hereby agree that SUBCONTRACTOR is responsible for the masking of all finished areas and protection from overspray of it. Further, SUBCONTRACTOR shall remove all overspray immediately after request from CONTRACTOR.

28. All parties hereby agree that any and all required painting punch out work is included in this Subcontract Agreement and to included but not limited to minor sheet rock repair.

29. All parties hereby agree that any roof projection to be painted in a color selected by the CONTRACTOR.

30. All parties hereby agree that any required repairs to entry doors is included in this Subcontract Agreement.

Minimum of 3 dents over 3 to be compensated.
31. All parties hereby agree that SUBCONTRACTOR is to leave an adequate supply of paint for touch-up purposes on site with Property Manager.

32. All parties hereby agree that SUBCONTRACTOR shall provide appropriate personnel to walk with CONTRACTOR's Jobsite Superintendent when units in buildings are being turned to Owner.

33. All parties hereby agree that SUBCONTRACTOR shall fill, sand, and prime all nail holes in the exterior cornice as needed.

34. All parties hereby agree that SUBCONTRACTOR shall mask all project door hinges as they are not to be painted.

Summit 16181

Contractor Initials: MC

20

Subcontractor Initials: MC

35. All parties hereby agree that SUBCONTRACTOR is responsible for the cleaning of all paint from carpets.
36. All parties hereby agree that SUBCONTRACTOR shall remove weather-stripping from exterior doors prior to painting them and SUBCONTRACTOR shall install weather-stripping back after doors have been painted.
37. All parties hereby agree that bi-fold door rollers and pins shall not be painted.
38. All parties hereby agree that SUBCONTRACTOR shall clean brushes and tools only in areas designated by CONTRACTOR's Jobsite Superintendent.
39. All parties hereby agree that paint is not to be poured onto any ground area at any time.
40. Apartment Specifications: Interior
- A. Prep all trim work caulk and puddy, sand all trim for finish coats.
 - B. Apply two coats of flat to all living areas.
 - C. Apply two coats of semi gloss to all trim and doors.
 - D. Apply two coats of semi gloss to bathroom walls and ceilings.
 - a. Application of semi gloss to above area will increase durability because of moisture.
 - E. Apply caulking to shower units where it meets the G.W.B.
 - F. Apply caulking at window units after final cleaning of windows.
 - G. Apply flat white to ceiling
41. Apartment Specifications: Exterior Elastomeric
- A. Inspect the exterior substrate for PH in the stucco.
 - B. Written PH results to be submitted to the CONTRACTOR prior to exterior application.
 - C. Inspect and fix all metal doors for dings prior to final coat of paint
 - D. Apply one coat of masonry pigmented surface primer.
 - E. Apply elastomeric coating to get a total of 20 mils total dry thickness. The number of coats required per manufactures recommendation to get the 20 mils dry total is the responsibility of the SUBCONTRACTOR.
 - F. Apply specified caulking to exterior.
 - G. Apply one coat of enamel undercoating to exterior wood trim.
 - H. Apply trim colors to doors and columns etc. as specified
 - I. Apply two coats of industrial enamel to all ferrous metals.
 - a. Handrails on the exterior of buildings.
42. Apartments Clubhouse: Interior
- A. Prep all trim work caulk and puddy, sand all trim for finish coats.
 - B. Apply two finish coats of flat to walls.
 - C. Apply two finish coats of semi gloss to all trim and doors.
 - D. Apply two coats of epoxy to pool bathroom walls and ceilings.
 - E. Paint all ceilings flat white
43. Painting cost to include: Interior and exterior
- 1. All interior painting specifications.
 - 2. All exterior painting specifications.
 - 3. Interior and exterior of Clubhouse.
 - 4. Exterior trash compactors.
44. The SUBCONTRACTOR is to provide the SUBCONTRACTOR'S jobsite foreman with a NEXTEL radio compatible to the CONTRACTOR'S jobsite superintendent.

Summit 16182

Contractor Initials: 

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Subcontractor Initials: 



April 25, 2002

Mr. Terry Smith
Professional Plastering & Stucco, Inc.
2920 Stonewall Place
Sanford, Florida 32773

Re: VINTAGE @ FENWICK PLANTATION
Charleston, South Carolina

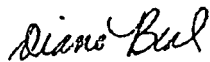
Dear Mr. Smith:

Attached please find your duly executed copy of your Subcontract for the above referenced project.

Thank you for returning the above and we look forward to working with you.

Sincerely,

SUMMIT CONTRACTORS, INC.



Tacy McGinty
Senior Project Manager

Enclosures:



Entered 5-11-11

PP&S 00059

6877 Phillips Industrial Boulevard • Jacksonville, Florida 32256 • (904) 268-5500 • Fax (904) 268-5889

Internet www.summitcontractors.com

MAR 28 2002

SUBCONTRACT AGREEMENT

THIS SUBCONTRACT made and entered into this 14 March, 2002 by and between **SUMMIT CONTRACTORS, INC.**, "CONTRACTOR," and **PROFESSIONAL PLASTERING & STUCCO, INC.**, 2920 Stonewall Place, Sanford, Florida 32773, Office Phone: 407-322-4577, Fax Phone: 407-322-3154 "SUBCONTRACTOR," which shall include SUBCONTRACTOR, its employees, agents, suppliers and subcontractors.

ARTICLE 1: DEFINITION OF SUBCONTRACT TERMS

PROJECT: VINTAGE AT FENWICK PLANTATION
3000 Fenwick Hall Allee
Charleston, South Carolina 29455

BUDDY REEVES
Phone: 843-557-8300
Fax: 843-557-8447

OWNER: (The term "Owner" as used in the Subcontract Documents shall mean the person or entity referred to below or the Owner's authorized representative.)

THE VINTAGE AT FENWICK PLANTATION, L.L.C. ROBERT C. ROHDIE, PARTNER
c/o Tarragon Realty Investors
1775 Broadway, 23rd Floor
New York, New York 10019

Phone: 212-949-5000
Fax: 212-949-8001

SUBCONTRACT: The Subcontract is the entire and integrated agreement between the Contractor and the Subcontractor.

SUBCONTRACT AGREEMENT: The Subcontract Agreement is this standard form construction subcontract, identified as Subcontract Agreement No. 01033-25, which forms a part of the Subcontract Documents.

SUBCONTRACT WORK: (As more particularly described in Article 6)

ARCHITECT: (Include Business Name, address, telephone and facsimile numbers)

FUGLEBERG KOCH ARCHITECTS
2555 Temple Trail
Winter Park, Florida 32789

MIKE WILLIAMS
Phone: 407-629-0595
Fax: 407-628-1057

CONTRACTOR: (Include Federal Employer ID Number, business name, address, telephone and facsimile numbers)

SUMMIT CONTRACTORS, INC.
Federal I.D.#: 6877 Phillips Industrial Boulevard
59-2947787 Jacksonville, Florida 32256

TACY MCGINTY
Phone: 904-268-5500
Fax: 904-268-5889

SUBCONTRACTOR: (Include Federal Employer ID Number, business address, telephone and facsimile numbers)

PROFESSIONAL PLASTERING & STUCCO, INC.
Federal I.D.#: 2920 Stonewall Place
59-3094493 Sanford, Florida 32773

TERRY SMITH
Phone: 407-322-4577
Fax: 407-322-3154

ARTICLE 2: SUBCONTRACT SUM

CONTRACTOR shall pay **SUBCONTRACTOR** in current funds for the performance of this work, subject to additions and deductions by written change order as herein provided for, the total sum of **EIGHT HUNDRED THOUSAND DOLLARS AND 00/100 (\$800,000.00)** (Includes \$ 10.00 and the first .001% of the Subcontract Sum per Article 14.)

Cost Code: 09-60-01 Stucco Amount: \$800,000.00

ARTICLE 3: PROGRESS PAYMENTS

a. It is the intent of the parties that as an absolute condition precedent to Progress Payments to **SUBCONTRACTOR**, **CONTRACTOR** must receive corresponding payment from the **OWNER** for **SUBCONTRACTOR'S** work. The foregoing takes precedence over any conflicting provision or language appearing in any of the contract documents. In the event of non-payment by **OWNER**, then **SUBCONTRACTOR'S** remedies are against the **OWNER**.

Contractor Initials:

Subcontractor Initials:

b. CONTRACTOR shall pay SUBCONTRACTOR Progress Payments for work performed and authorized material suitably stored and inventoried on the job site in monthly payments.

c. SUBCONTRACTOR to submit invoices for payment no later than the twentieth (20th) day of each month for work completed prior to the twentieth (20th) day of each month.

d. Ten Percent (10%) retainage will be held until SUBCONTRACTOR has satisfied all of its obligations under this Subcontract Agreement, including all punch items, and has delivered to CONTRACTOR all required Releases of Lien and all supplier or written warranties required by Subcontract Documents, and the work has received final approval from OWNER, ARCHITECT and CONTRACTOR and retainage has been received by CONTRACTOR.

e. At CONTRACTOR's request SUBCONTRACTOR shall furnish partial unconditional lien waivers through the date of the current request for payment from any of its sub-subcontractors, laborers or materialmen who have served notice to owner or otherwise established potential lien rights against the project or a potential claim against CONTRACTOR's Labor and Material Payment Bond.

f. In the event any of SUBCONTRACTOR's sub-subcontractors, materialmen or laborers have established a construction lien on the project property or a claim against CONTRACTOR's Labor and Material Bond, CONTRACTOR shall have the right to withhold from any progress payment otherwise due to SUBCONTRACTOR sufficient monies to satisfy said claim of lien or claim against the bond unless SUBCONTRACTOR shall furnish a bond removing the lien from the property or indemnifying CONTRACTOR and its bonding company from all liability on the claim of lien or the claim against the CONTRACTOR's bond.

ARTICLE 4: FINAL PAYMENT

Final Payment shall be due when the Work described in this Subcontract Agreement is fully completed and performed in accordance with the Contract Documents, and is satisfactory to the OWNER, ARCHITECT and CONTRACTOR, and SUBCONTRACTOR has furnished final lien waivers from any of its sub-subcontractors, laborers or materialmen who have served notice to owner or otherwise established potential lien rights against the project or potential claims against CONTRACTOR's Labor and Material Payment Bond.

It is the intent of the parties that as an absolute condition precedent to Final Payment to SUBCONTRACTOR, CONTRACTOR must receive corresponding payment from the OWNER for SUBCONTRACTOR's Work. The foregoing takes precedence over any conflicting provision or language appearing in any of the contract documents. Therefore, SUBCONTRACTOR acknowledges that this Subcontract Agreement has been entered into by CONTRACTOR in reliance upon receiving payment for work performed by SUBCONTRACTOR on the project from OWNER and OWNER shall have the right to approve payment of all CONTRACTOR's pay requests and change order requests. SUBCONTRACTOR agrees that CONTRACTOR's actual receipt of full payment from the OWNER shall be a condition precedent to CONTRACTOR's obligation to pay SUBCONTRACTOR and to the bringing of any action by SUBCONTRACTOR against CONTRACTOR relating to CONTRACTOR's failure to make payment. SUBCONTRACTOR shall not be entitled to receive any progress payment or final payment prior to CONTRACTOR's actual receipt of that payment from OWNER. If CONTRACTOR never receives payment from OWNER, then SUBCONTRACTOR shall never be entitled to payment from CONTRACTOR. It is the express intention of the SUBCONTRACTOR to share in the risk of non-payment by OWNER to CONTRACTOR.

SUBCONTRACTOR also agrees that all contracts with its sub-contractors, laborers, suppliers, materialmen, or other contractors contain a similar or identical requirement of "pay when-and-if paid" to provide that it shall be a condition precedent to SUBCONTRACTOR's payment to its own sub-contractors, laborers, suppliers, materialmen, or other contractors that payment be received by CONTRACTOR from OWNER. SUBCONTRACTOR further agrees that it will indemnify and hold harmless the CONTRACTOR from any claims of SUBCONTRACTOR's sub-contractors, laborers, materialmen, or other contractors claiming by, through, or under SUBCONTRACTOR for payment not yet due from or received by CONTRACTOR from OWNER due to non-fulfillment of the above condition precedent that CONTRACTOR first receive payment from OWNER.

In the event of non-payment by OWNER, SUBCONTRACTOR's remedies are against the OWNER. The parties agree that Subcontract Agreement ARTICLE 4: FINAL PAYMENT establishes the exclusive conditions for Final Payment to SUBCONTRACTOR, and SUBCONTRACTOR hereby waives all other terms and conditions regarding Final Payment contained in the Contract Documents.

In the event any of SUBCONTRACTOR's sub-subcontractors, materialmen or laborers have established a construction lien on the project property or a claim against CONTRACTOR's Labor and Material Bond, CONTRACTOR shall have the right to withhold from any final payment otherwise due to SUBCONTRACTOR sufficient monies to satisfy said claim of lien or claim against the bond unless SUBCONTRACTOR shall furnish a bond removing the lien from the property or indemnifying CONTRACTOR and its bonding company from all liability on the claim of lien or the claim against the CONTRACTOR's bond.

Contractor Initials: 

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Subcontractor Initials: 

ARTICLE 5: THE CONTRACT DOCUMENTS

The Contract Documents for this Subcontract consist of this Subcontract Agreement, including Attachment "A"; the Owner-Contractor Agreement, including the Conditions of the Contract; Drawings, Plans; Specifications, all written Addenda issued prior to and all written Modifications issued subsequent thereto. All of the above documents, which form the Contract Documents are a part of this Subcontract Agreement and shall be available for inspection by SUBCONTRACTOR upon its request. If anything in the Contract Documents is inconsistent with this Subcontract Agreement, this Subcontract Agreement shall govern and then the highest or fullest level of performance and installation shall govern.

ARTICLE 6: THE WORK

The work comprises the completed construction required by the Contract Documents and includes all labor necessary to produce such construction, and all materials and equipment incorporated in such construction. SUBCONTRACTOR agrees to be bound to CONTRACTOR by the terms and conditions of the General Contract between CONTRACTOR and OWNER as well as this Subcontract Agreement and hereby assumes towards the CONTRACTOR all of the duties, obligations and responsibilities applicable to SUBCONTRACTOR's work which the CONTRACTOR owes towards the Owner under the General Contract. The obligations assumed by SUBCONTRACTOR hereunder include, but are not limited to, the technical requirements of the plans, drawings, and specifications in the General Contract which are applicable to SUBCONTRACTOR's work, all warranties and obligations of the CONTRACTOR with respect to defective or nonconforming work which are applicable to SUBCONTRACTOR's work, and all limitations on remedies, claims or time extensions imposed on the CONTRACTOR by the OWNER under the General Contract. SUBCONTRACTOR shall perform all of the following work:

SEE ATTACHMENT "B" FOR SCOPE OF WORK

ARTICLE 7: ASSIGNMENT

SUBCONTRACTOR acknowledges that the services provided under this Subcontract Agreement are in the nature of personal services, which cannot be assigned without CONTRACTOR's express written consent, which consent shall be within the sole discretion of CONTRACTOR. Any assignment of this contract or sums due hereunder without such prior written consent of CONTRACTOR shall constitute a material default, which shall entitle CONTRACTOR to terminate the Subcontract Agreement for cause.

ARTICLE 8: SUBCONTRACTING AGREEMENT

SUBCONTRACTOR shall not subcontract the whole or any portion of this Subcontract Agreement without the prior written consent of CONTRACTOR, which consent shall be within the sole discretion of CONTRACTOR. Any subcontracting of any portion of this subcontract without such prior written consent of CONTRACTOR shall be considered a material default under this Subcontract Agreement and shall entitle CONTRACTOR to terminate SUBCONTRACTOR for cause.

ARTICLE 9: FEES, PERMITS, TAXES, [REDACTED]

SUBCONTRACTOR shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Work under this Subcontract Agreement, whether or not yet effective. Further, SUBCONTRACTOR shall secure and pay for all permits, fees, licenses and testing necessary for the execution of the Work described in the Contract Documents as applicable to this Subcontract Agreement. SUBCONTRACTOR shall comply with Federal, State and Local tax laws, social security acts, unemployment compensation acts, and workmen's compensation acts insofar as applicable to the performance of this Subcontract Agreement, whether or not yet effective.

[REDACTED]

Contractor Initials: m

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Subcontractor Initials: ✓

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ARTICLE 10: NO DAMAGES FOR DELAY OR DISRUPTION

SUBCONTRACTOR shall not be entitled to additional compensation, overtime, extended field of home office overhead or other damages from CONTRACTOR for delays, disruptions, hindrance, constructive acceleration of other schedule and work force impacts. SUBCONTRACTOR's sole remedy shall be an approved extension or adjustment of the contract time. No extension or adjustment of the contract time shall be allowed for the following:

1. Events which were caused by SUBCONTRACTOR'S fault or negligence, by a lower tier subcontractor's fault or negligence, or any other event which is the responsibility of the SUBCONTRACTOR or its lower tier subcontractors or suppliers;
2. Delays which are concurrent with other unexcused delays;
3. Delays which do not affect the critical path of construction;
4. Delays for which the SUBCONTRACTOR has failed to request additional time or has failed to document within the time frames required by the contract documents;
5. Failure of the SUBCONTRACTOR to provide sufficient manpower, materials, facilities and equipment;
6. Failure of the SUBCONTRACTOR to reschedule activities, work weekends, increase equipment or other actions to complete work within the available schedule float or as otherwise required by CONTRACTOR's scheduling and coordination;
7. Delays for normal inclement weather.

In the event this provision is determined by a court or arbitration panel of competent jurisdiction to be unenforceable under the circumstances, SUBCONTRACTOR shall in no event be entitled to recover damages for extended home office overhead, idle labor and equipment, lost profit on other projects, lost bonding capacity, and any consequential damages.

ARTICLE 11: PERFORMANCE OF THE WORK

SUBCONTRACTOR agrees to commence the performance of the aforesaid Work and to continue to perform said work until completion so that SUBCONTRACTOR shall meet the OWNER and CONTRACTOR's construction schedule for completion of the job in accordance with the Contract Documents. SUBCONTRACTOR shall commence performance of the work on the date and time specified by CONTRACTOR and shall continue to proceed in accordance with CONTRACTOR's instructions. Time is of the essence in this Contract and extensions of time for performance of the work will be granted only for reasons as provided in the Contract Documents.

ARTICLE 12: CORRECTION OF WORK

SUBCONTRACTOR shall promptly correct all Work rejected by ARCHITECT or OWNER as defective or failing to conform to the Contract Documents whether observed before or after Substantial Completion. SUBCONTRACTOR shall bear all costs of correcting such rejected work, including compensation for the ARCHITECTS additional services required.

ARTICLE 13: INDEMNIFICATION

SUBCONTRACTOR hereby covenants to defend, indemnify, hold harmless and exonerate CONTRACTOR, CONTRACTOR's surety, OWNER and their respective officers, directors, employees, agents and legal representatives (hereinafter "Indemnitees") from any and all liabilities, claims, lawsuits, arbitrations, fines, or other charges for any property damages, personal injury or economic losses (hereafter "Claims"), which are caused in whole or in part by SUBCONTRACTOR, including the design of systems and installation and operations of same by this SUBCONTRACTOR, its employees, agents, guests, suppliers or subcontractors (including any lower tier suppliers or subcontractors, whether or not in direct privity with SUBCONTRACTOR), or which in any way arise out of or involve any of their work or their acts or omissions. This Indemnity Agreement shall extend to and include the full amount of all Claims whether or not caused in part by

Contractor Initials: m

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Subcontractor Initials: K

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Indemnitees, except that SUBCONTRACTOR shall not be liable under this Indemnity Agreement for Claims directly caused by or resulting from the sole fault or negligence of Indemnitees. SUBCONTRACTOR acknowledges consideration for his Indemnification Agreement of Ten (\$10.00) Dollars, together with payment of the first 001% (not to exceed \$500.00) of the contract price. The SUBCONTRACTOR's obligations under this indemnity agreement for CONTRACTOR's actions or inactions shall not exceed \$1,000,000.00, however SUBCONTRACTOR's obligation for its actions or inactions or those under his Subcontract whether or not in direct privity with SUBCONTRACTOR shall be unlimited.

The obligation to defend, indemnify and hold harmless includes Claims resulting from injury, sickness or death of any employee of SUBCONTRACTOR or any employee of any lower tier suppliers or subcontractors of SUBCONTRACTOR (whether or not in direct privity with SUBCONTRACTOR), regardless of whether such employee has been paid pursuant to any Worker's Compensation Law or other similar federal or state legislation for the protection of employees.

ARTICLE 14: SUSPENSION OF WORK, DEFAULT AND TERMINATION

a. CONTRACTOR May Suspend Work

At any time and without cause, CONTRACTOR may suspend the Work or any portion thereof for a period of not more than 90 days by notice in writing to SUBCONTRACTOR which will fix the date on which Work will be resumed. SUBCONTRACTOR shall resume the Work on the date so fixed. SUBCONTRACTOR shall be allowed only an adjustment or extension of the contract times directly attributable to any such suspension, provided SUBCONTRACTOR timely makes a claim as allowed by the Contract Documents. In no event shall SUBCONTRACTOR be entitled to claim additional compensation for such temporary suspension of work.

b. CONTRACTOR Shall Terminate for Cause

1. The occurrence of any one or more of the following events justifies CONTRACTOR's termination of SUBCONTRACTOR for cause:

1. SUBCONTRACTOR fails to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule).
2. SUBCONTRACTOR disregards Laws, Codes or Regulations of any public body having jurisdiction.
3. SUBCONTRACTOR fails to remain current with payments to its subcontractors or material suppliers.
4. SUBCONTRACTOR assigns or subcontracts any portion of the Work without permission of CONTRACTOR as required by the Contract Documents.
5. SUBCONTRACTOR fails to obtain or maintain in effect any of the insurance required under the Contract Documents.
6. SUBCONTRACTOR otherwise violates in any way provisions of the Contract Documents

11. CONTRACTOR may, after giving SUBCONTRACTOR (and the surety, if any) forty-eight hours written notice and to the extent permitted by applicable law, terminate the services of SUBCONTRACTOR, exclude SUBCONTRACTOR from the Site and take possession of the Work and of all SUBCONTRACTOR's tools, appliances, construction equipment and machinery at the Site and use the same to the full extent they could be used by SUBCONTRACTOR (without liability to SUBCONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the Site or for which CONTRACTOR has paid SUBCONTRACTOR but which are stored elsewhere, and finish the Work as CONTRACTOR may deem expedient. In such case SUBCONTRACTOR shall not be entitled to receive any further payment until the Work is finished. SUBCONTRACTOR shall be liable for any and all damages sustained by the CONTRACTOR because of SUBCONTRACTOR's default and termination. If the unpaid balance of the Contract Price exceeds all costs, losses and damages sustained by CONTRACTOR arising out of or resulting from completing the Work (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration of other dispute resolution costs) such excess will be paid to SUBCONTRACTOR. If such costs, losses and damages exceed such unpaid balance, SUBCONTRACTOR shall pay the difference to CONTRACTOR. Such costs, losses and damages incurred by CONTRACTOR will be incorporated in a Change Order, provided that when exercising any rights or remedies under this paragraph CONTRACTOR shall not be required to obtain the lowest price for the Work performed

Contractor Initials: m

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Subcontractor Initials: w

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iii. Where SUBCONTRACTOR's services have been so terminated by CONTRACTOR, the termination will not affect any rights or remedies of CONTRACTOR against SUBCONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due SUBCONTRACTOR by CONTRACTOR will not release SUBCONTRACTOR from liability.

iv. In the event that a court or arbitration panel of competent jurisdiction shall determine that CONTRACTOR has wrongfully terminated SUBCONTRACTOR's services for cause, then in such event it shall be conclusively established that CONTRACTOR terminated SUBCONTRACTOR for convenience as hereinafter provided. SUBCONTRACTOR shall have no other rights under this Agreement.

c. **CONTRACTOR May Terminate for Convenience**

Upon forty-eight hours written notice to SUBCONTRACTOR, CONTRACTOR may, without cause and without prejudice to any other right or remedy of CONTRACTOR, elect to terminate the Agreement. In such case, SUBCONTRACTOR shall be paid (without duplication of any items) for:

1. Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination based upon the unit price for said work, if applicable, or the scheduled value of said work, if applicable. Otherwise, SUBCONTRACTOR shall be paid for the actual and necessary cost of the work together with 10% for overhead and profit on such Work;

2. Actual expenses sustained or paid to subcontractors and suppliers prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the Contract Documents in connection with uncompleted Work, plus 5% for overhead and profit on such expenses;

3. Amounts reasonably paid in settlement of terminated contracts with Subcontractors, Suppliers and others.

4. SUBCONTRACTOR shall not be paid on account of loss of anticipated profits or revenue under this Agreement or any other contract or projects, lost bonding capacity or any other economic losses arising out of or resulting from such termination.

ARTICLE 15: WARRANTY OF THE WORK

SUBCONTRACTOR warrants and guarantees to CONTRACTOR, OWNER, and ARCHITECT (or other applicable design professional) that all Construction will be in strict accordance with the Contract Documents, will be free from all faults and defects, and will be free of all liens and claims of third parties. SUBCONTRACTOR warrants and guarantees to CONTRACTOR that all Construction and materials will be new, of above average quality and in strict compliance with the Contract Documents. SUBCONTRACTOR further warrants and guarantees to CONTRACTOR that all work shall be in compliance with all federal, state and local codes and requirements. SUBCONTRACTOR further agrees to be bound to CONTRACTOR for all warranties and obligations to correct SUBCONTRACTOR's defective or nonconforming work for which CONTRACTOR is bound to OWNER. SUBCONTRACTOR shall further cause all of its subcontractors and suppliers to assign all separate warranties for work performed or materials supplied in connection with the Project directly to CONTRACTOR or, if required by CONTRACTOR, to the OWNER. Such assignment of separate subcontractor and supplier warranties shall be a condition precedent to final payment to SUBCONTRACTOR under this Agreement and shall be in addition to all other required SUBCONTRACTOR Warranties.

ARTICLE 16: RISK OF LOSS

SUBCONTRACTOR expressly agrees to be responsible for and bear any risk of loss to its work until final acceptance by the ARCHITECT, CONTRACTOR, and OWNER. Damaged work shall be replaced by SUBCONTRACTOR at its own expense.

ARTICLE 17: LIQUIDATED DAMAGES FOR DELAY

SUBCONTRACTOR acknowledges that it has read all of the Contract Documents including any liquidated damages provisions for delay. In the event CONTRACTOR is assessed liquidated damages due to the failure of SUBCONTRACTOR to timely perform the Work to CONTRACTOR's satisfaction, then it is agreed between the parties that these damages will be deducted from payment(s) due SUBCONTRACTOR.

ARTICLE 18: CHANGE ORDERS

Before performing additional or changed work involving additional time or expense, SUBCONTRACTOR shall obtain from CONTRACTOR a written change order describing the change and the amount or method of determining extra compensation. Additional expense will not be allowed without such written Change Order and SUBCONTRACTOR hereby waives any claim for additional expense unless such written change order has been issued prior to performance of additional or changed work. In the event CONTRACTOR has issued a change order to SUBCONTRACTOR and CONTRACTOR has not

Contractor Initials: CM

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Subcontractor Initials: R

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received the signed change order from SUBCONTRACTOR within fourteen (14) days from the date of issuance, it shall be considered to be a part of this Subcontract Agreement unless written notice of disagreement is received by CONTRACTOR from SUBCONTRACTOR within the above stated time.

ARTICLE 19: OTHER CONTRACTS

SUBCONTRACTOR expressly agrees to allow CONTRACTOR the right to retain and offset monies due and owing on any other contracts between CONTRACTOR and SUBCONTRACTOR.

ARTICLE 20: ARBITRATION

Any dispute between Summit and Subcontractor arising in any manner from this subcontract, or the performance of work on the project, or payment therefor, shall be resolved by arbitration in accordance with the Florida Arbitration Act. The arbitration panel shall consist of three arbitrators. The party requesting arbitration shall request arbitration in writing, by certified mail. The request shall state the name and address of the arbitrator selected by the requesting party. The other party shall select its arbitrator within 20 days after receipt of the request and inform the other party and its selected arbitrator in writing of its selection. The two arbitrators thus selected shall select a third arbitrator. In the event they are unable to agree on a third arbitrator within 30 days, a judge of the Circuit Court of Duval County shall appoint the third arbitrator. The written decision of any two arbitrators will determine the issues. Each party will pay the arbitrator it selects. The expense of the third arbitrator will be shared equally. All other costs, including, without limitation, attorney fees, will be paid by the party incurring such costs.

Notwithstanding the foregoing, if Summit is sued by the owner, or any other person or entity, because of any claim allegedly arising from Subcontractor's scope of work or Subcontractor's alleged acts or failure to act, then this Article 20 shall not apply to such suit and Summit shall be entitled to make Subcontractor a party to such suit.

ARTICLE 21: CHOICE OF LAW AND VENUE

This Subcontract shall be construed in accordance with the Laws of the State of Florida. SUBCONTRACTOR expressly agrees to be subject to personal jurisdiction in the State of Florida and further waives any right to venue in any action brought under this Subcontract Agreement or against any bond posted by CONTRACTOR. SUBCONTRACTOR acknowledges that CONTRACTOR's bonding company is an intended third-party beneficiary of this jurisdiction and venue provision. CONTRACTOR has the sole option to select venue in Duval County, Florida or the site of the project, for any action it brings under the Subcontract Agreement. In any action brought against CONTRACTOR or its bonding company under this Subcontract Agreement, jurisdiction and venue shall be in Duval County, Florida unless and until CONTRACTOR stipulates to jurisdiction and venue at the site of the project.

ARTICLE 22: TRASH REMOVAL

It is fully understood that SUBCONTRACTOR will be responsible for keeping its part of the job clean and in an orderly fashion subject to the approval of CONTRACTOR and ARCHITECT. Further, SUBCONTRACTOR shall be totally responsible for the clean up and haul off on a daily basis of all debris generated by SUBCONTRACTOR'S daily operations. Should it become necessary for CONTRACTOR to incur any expenses performing cleanup work or removing debris from site for SUBCONTRACTOR, such expense will be deducted from SUBCONTRACTOR's contract amount.

ARTICLE 23: FIELD VERIFICATIONS

SUBCONTRACTOR shall verify all dimensions, inspect the job site and its conditions, and notify CONTRACTOR of any problem, which would prevent or hinder performance by SUBCONTRACTOR. SUBCONTRACTOR will be deemed to have accepted any preceding work and materials and to have waived any and all claims as to non-suitability, unless defects are reported to CONTRACTOR in writing and CONTRACTOR authorizes SUBCONTRACTOR to proceed.

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

SUMMIT CONTRACTORS, INC.

PROFESSIONAL PLASTERING & STUCCO, INC.

By: [Signature]

By: [Signature]

Date: 4/22/02

Date: 3-20-02

DM Initials: SM

NAME/TITLE

Contractor Initials: [Signature]

Subcontractor Initials: [Signature]

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SUBCONTRACTOR DOCUMENTS ACKNOWLEDGMENT

SUBCONTRACTOR shall complete all work per Plans, Specifications and approved shop drawings.

Site Improvement Plans

The below listed Plans were prepared by Hoffman Lester Associates, Inc., Land Planning/Civil Engineering/Landscape Architecture/Wetland Consulting/Land Surveying, 29 Leinbach Drive, Charleston, S.C. 29407 (843-763-1166).

<u>DOCUMENTS</u>	<u>TITLE</u>	<u>DATED</u>
Cover Sheet	Sheet 1 of 11	Dated 06-26-01, Revised 07-05-01, Revised 07-23-01, Revised 08-07-01, Revised 08-30-01, Revised 08-30-01, Revised 10-15-01
Existing Conditions	Sheet 2 of 11	Dated 06-26-01, Revised 07-23-01, Revised 08-30-01
Site Layout Plan	Sheet 3 of 11	Dated 06-26-01, Revised 07-23-01, Revised 08-30-01, Rev. #1 dated 10-15-01 Pool & Add Sidewalk
Water Plan	Sheet 4 of 11	Dated 06-26-01, Revised 07-23-01, Revised 08-30-01, Revised 10-15-01, Revised 11/02/01, Revised 11/09/01
Grading & Drainage	Sheet 5 of 11	Dated 06-26-01, Revised 07-23-01, Revised 08-10-01, Revised 08-29-01, Revised 08-30-01
Grading & Drainage	Sheet 6 of 11	Dated 06-26-01, Revised 07-23-01, Revised 08-10-01, Revised 08-29-01, Revised 08-30-01
Sewer Plan & Profile	Sheet 7 of 11	Dated 06-26-01, Revised 07-23-01, Revised 08-07-01, Revised 08-30-01
Sewer Plan & Profile	Sheet 8 of 11	Dated 06-26-01, Revised 07-23-01, Revised 08-07-01, Revised 08-30-01
Typical Details	Sheet 9 of 11	Dated 06-26-01, Revised 07-23-01, Revised 08-14-01, Revised 10-15-01
Typical Details	Sheet 10 of 11	Dated 06-26-01, Revised 07-23-01, Revised 08-07-01
Typical Details	Sheet 11 of 11	Dated 09-07-01, Rev.#1 dated 10-10-01
Typical Details	Sheet 11a of 11	Dated 11-09-01

No Site Specification Book was available for the bidding process.

No Landscape Drawings were available for the bidding process.

Architectural Plans:

The Plans listed below were prepared by Fugleberg Koch Architects, 2555 Temple Trail, Winter Park, Florida 32789. Contact: Mike Williams (407) 629-0595, FAX (407) 628-1057

<u>DOCUMENTS</u>	<u>TITLE</u>	<u>DATED</u>
A0.01	Title Sheet	Dated 05-01-01, Revised dated 08-01-01, Revised dated 08-15-01, Rev #1 dated 09-12-01, Rev.#2 dated 12-11-01, Rev.#3 dated 1/29/02
A0.02	Index and Code Sheet	Dated 05-01-01, Revised dated 08-01-01, Revised dated 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01, Rev.#3 dated 1/29/02
A1.01	Architectural Site Plan	Dated 05-01-01, Revised dated 08-01-01, Revised dated 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01, Rev.#3 dated 1/29/02
S0.00	Cover Sheet	Undated, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
S0.01	Concrete Specifications	Undated, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01, Rev.#3 dated 1/29/02, Latest Date 1/30/02
S0.02	General Specifications	Undated, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
S0.03	Fastening Schedule	Undated, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
S0.04	Shearwall Specifications	Undated, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
S0.05	Shearwall Details	Undated, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01

Contractor Initials:

8

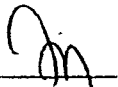
Subcontractor Initials:

PP&S 00067

DOCUMENTSTITLEDATED

S1.01	Foundation Plan, Bldg. Type 1	Undated, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
S1.01A	Base Plate and Spread Footings	Undated, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
S1.02	Foundation Plan, Bldg. Type 2	Undated, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01, Rev.#3 dated 1/29/02, Latest Date 1/30/02
S1.02A	Base Plate and Spread Footings	Undated, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
S1.03	Foundation Plan, Bldg. Type 3	Undated, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
S1.03A	Base Plate and Spread Footings	Undated, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
S1.04	Foundation Plan, Bldg. Type 4	Undated, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01, Rev.#3 dated 1/29/02, Latest Date 1/30/02
S2.01	Foundation Details	Undated, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01, Rev.#3 dated 1/29/02, Latest Date 1/30/02
S2.02	Foundation Details	Undated, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01, Rev.#3 dated 1/29/02, Latest Date 1/30/02
S2.03	Foundation Details	Undated, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01, Rev.#3 dated 1/29/02
S4.01	Stud Layout Plan, Bldg. Type 1	Undated, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
S4.02	Stud Layout, Bldg. Type 2	Undated, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01, Rev.#3 dated 1/29/02, Latest Date 1/30/02
S4.03	Stud Layout Plan, Bldg. Type 3	Undated, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
S4.04	Stud Layout, Bldg. Type 4	Undated, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
S5.01	Framing Plan, Bldg. Type 1	Undated, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01, Rev.#3 dated 1/29/02, Latest Date 1/30/02
S5.01A	Framing Plan, Bldg. Type 1	Undated, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01, Rev.#3 dated 1/29/02, Latest Date 1/30/02
S5.02	Framing Plan, Bldg. Type 2	Undated, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01, Rev.#3 dated 1/29/02, Latest Date 1/30/02
S5.02A	Framing Plans, Bldg. Type 2	Undated, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01, Rev.#3 dated 1/29/02, Latest Date 1/30/02
S5.03	Framing Plan, Bldg. Type 3	Undated, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01, Rev.#3 dated 1/29/02, Latest Date 1/30/02
S5.03A	Framing Plan, Bldg. Type 3	Undated, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01, Rev.#3 dated 1/29/02, Latest Date 1/30/02
S5.04	Framing Plan, Bldg. Type 4	Undated, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
S6.01	Bracing Plan, Bldg. Type 1	Undated, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
S6.02	Bracing Plan, Bldg. Type 2	Undated, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01, Rev.#3 dated 1/29/02, Latest Date 1/30/02
S6.03	Bracing Plan, Bldg. Type 3	Undated, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01, Rev.#3 dated 1/29/02, Latest Date 1/30/02
S6.04	Bracing Plan, Bldg. Type 4	Undated, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
S7.01	Roof Plan, Bldg. Type 1	Undated, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01, Rev.#3 dated 1/29/02, Latest Date 1/30/02
S7.02	Roof Plans, Bldg. Type 2	Undated, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01, Rev.#3 dated 1/29/02, Latest Date 1/30/02
S7.03	Roof Plan, Bldg. Type 3	Undated, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01, Rev.#3 dated 1/29/02, Latest Date 1/30/02
S7.04	Roof Plans, Bldg. Type 4	Undated, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
S8.01	Trash Compactor/Pool Pavilion	Undated, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01

Contractor Initials:



9

Subcontractor Initials:



PP&S 00068

DOCUMENTSTITLEDATED

S8.02	Trash Compactor/Pool Pavillion	Undated, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev #2 dated 12-11-01
S9.01	Floor Framing Details	Undated, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev #2 dated 12-11-01
S9.02	Floor Framing Details	Undated, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev #2 dated 12-11-01, Rev.#3 dated 1/29/02, Latest Date 1/30/02
S9.03	Roof Framing Details	Undated, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev #2 dated 12-11-01, Rev.#3 dated 1/29/02, Latest Date 1/30/02
S9.04	Roof Framing Details	Undated, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev #2 dated 12-11-01, Rev.#3 dated 1/29/02, Latest Date 1/30/02
S9.05	Brace Frame Details	Undated, Revised 08-15-01, Rev #1 dated 09-12-01, Rev.#2 dated 12-11-01, Rev.#3 dated 1/29/02, Latest Date 1/30/02
S9.06	Brace Frame Details	Undated, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01, Rev.#3 dated 1/29/02, Latest Date 1/30/02
SC0.01	Concrete Specifications	Undated, Revised 08-15-01, Rev #1 dated 09-12-01, Rev.#2 dated 12-11-01, Rev.#3 dated 1/29/02, Latest Date 1/30/02
SC0.02	General Specifications	Undated, Rev.#1 dated 09-12-01
SC0.03	Fastening Schedule	Undated, Rev.#1 dated 09-12-01
SC0.04	Shearwall Specifications	Undated, Rev.#1 dated 09-12-01
SC0.05	Shearwall Details	Undated, Rev.#1 dated 09-12-01
SC1.01	Foundation Plan Leasing Office	Undated, Rev.#1 dated 09-12-01
SC2.01	Foundation Details	Undated, Revised 08-15-01, Rev #1 dated 09-12-01, Rev #2 dated 12-11-01, Rev.#3 dated 1/29/02, Latest Date 1/30/02
SC4.01	Stud Layout Plan Leasing Off.	Undated, Rev.#1 dated 09-12-01
SC4.02	Stud Layout Plan Leasing Off.	Undated, Rev.#1 dated 09-12-01
SC5.01	Framing Plan Leasing Office	Undated, Rev.#1 dated 09-12-01
SC6.01	Bracing Plan Leasing Office	Undated, Rev.#1 dated 09-12-01
SC6.02	Bracing Plan Leasing Office	Undated, Rev.#1 dated 09-12-01
SC7.01	Framing Plan Leasing Office	Undated, Rev.#1 dated 09-12-01
SC9.01	Framing Details	Undated, Rev.#1 dated 09-12-01
SC9.02	Framing Details	Undated, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01, Rev.#3 dated 1/29/02, Latest Date 1/30/02
A2.01A	Building Plan Type "1" First Floor	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev #2 dated 12-11-01
A2.01B	Building Plan Type "1" Second Floor	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
A2.01C	Building Plan Type "1" Third Floor	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev #2 dated 12-11-01
A2.01D	Roof Plan Bldg. Type "1"	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
A2.02A	Building Plan Type "2" First Floor	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01, Rev.#3 dated 1/29/02, Latest Date 1/30/02
A2.02B	Building Plan Type "2" Second Floor	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01, Rev.#3 dated 1/29/02, Latest Date 1/30/02
A2.02C	Building Plan Type "2" Third Floor	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev #2 dated 12-11-01, Rev.#3 dated 1/29/02, Latest Date 1/30/02
A2.02D	Roof Plan Bldg. Type "2"	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev #2 dated 12-11-01, Rev.#3 dated 1/29/02, Latest Date 1/30/02
A2.03A	Building Plan Type "3" First Floor	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev #2 dated 12-11-01
A2.03B	Building Plan Type "3" Second Floor	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
A2.03C	Building Plan Type "3" Third Floor	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01

PP&S 00069

Contractor Initials: GA

10

Subcontractor Initials: W

DOCUMENTSTITLEDATED

A2.03D	Roof Plan Bldg. Type "3"	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
A2.04A	Building Plan Type "4"	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
A2.04B	1 st & 2nd Floor Plans	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
A2.05A	Building Plan Type "4"	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
	3 rd Flr & Roof Plan	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
A2.05B	Leasing Center First Floor Plan	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
A2.05C	Leasing Center Second Flr Plan	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
A3.01	Leasing Center Roof Plan	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
A3.02	Flat "A" Floor Plans	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
A3.03	Flat "B" Floor Plan	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
A3.04	Flat "C" Floor Plan	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
A3.05	Flat "D" Floor Plan	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
A3.06	Townhouse Unit "E"	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
	First, Second & Third Floors	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
	Garage Plans	Dated 05-01-01, Revised 08-10-01
A4.01	Elevation Views Bldg. Type "1"	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01, Rev.#3 dated 1/29/02, Latest Date 1/30/02
A4.02	Elevation Views Bldg. Type "2"	Dated 05-01-01, Revised 08-10-01
A4.03	Elevation Views Bldg. Type "3"	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
A4.04	Elevation Views Bldg. Type "4"	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
A4.05B	Leasing Center Side Elevations	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
A5.01	Building Type 1, Stair/	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
	Breezeway Building Section	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
A5.02	Townhome Building Sections	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
A5.03	Wall Sections	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
A5.04B	Garage Wall Sections	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
A5.04	Garage Wall Sections	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
A5.05	Wall Sections	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
A5.06	Garage Wall Sections	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
A5.07B	Sections and Details	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
A5.07	Clubhouse Building Sections	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
A5.08	Buildings 4, 5 & 7	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
A6.01	Wall Sections & Details	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
A6.02	Details	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
A6.03	Stair Sections & Misc. Details	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01

Contractor Initials:

11

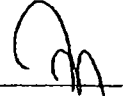
Subcontractor Initials:

PP&S 00070

DOCUMENTSTITLEDATED

A7.01	Door, Window Details & Schedules	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
A8.01	Interior Elevations	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
A8.02	Interior Elevations	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
A10.01	Leasing Center	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
A10.01	Trash Compactor Enclosure And Details	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
A10.02	Pool Pavillion Plans, Elevations, and Details	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
A10.03	Storage Building #9	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01, Rev.#3 01-29-02, Latest Date 01-30-02
AF6.01	Firestop Systems Through Penetration	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
AF6.02	Through Penetration Firestop Systems	Dated 05-01-01, Revised 08-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#2 dated 12-11-01
H3.01	Flat A HVAC Plan	Dated 05-01-01, Revised 08-15-01
H3.02	Flat B HVAC Plan	Dated 05-01-01, Revised 08-15-01
H3.03	Flat C HVAC Plan	Dated 05-01-01, Revised 08-15-01
H3.04	Flat D HVAC Plan	Dated 05-01-01, Revised 08-15-01
H3.05	Town Home Unit HVAC Plans	Dated 05-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01
H6.01	HVAC Schedules and Details	Dated 05-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#3 dated 1-11-02
H6.02	HVAC Schedules and Details	Dated 05-01-01, Revised 08-15-01
H10.01	Leasing Center First Floor HVAC Plan	Dated 05-01-01, Rev.#1 dated 09-12-01
H10.02	Leasing Center Second Floor HVAC Plan	Dated 05-01-01, Rev.#1 dated 09-12-01
H10.03	Bath Pool and Fitness Floor HVAC Plan	Dated 05-01-01, Rev.#1 dated 09-12-01
H10.04	HVAC Schedules and Details	Dated 05-01-01, Rev.#1 dated 09-12-01
HE2.01	Building Type 1, 1 st Floor HVAC & Electrical Plan	Dated 05-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#3 dated 1-11-02
HE2.02	Building Type 1, 2 nd & 3 rd Floor HVAC & Elec. Plans	Dated 05-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01
HE2.03	Building Type 2, 1 st Floor HVAC & Electrical Plan	Dated 05-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#3 dated 1-29-02
HE2.04	Building Type 2, 2 nd & 3 rd Floor HVAC & Elec. Plans	Dated 05-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01
HE2.05	Building Type 3, 1 st Floor HVAC & Electrical Plan	Dated 05-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01, Rev.#3 dated 1-11-02
HE2.06	Building Type 3, 2 nd Floor HVAC & Electrical Plan	Dated 05-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01
HE2.07	Building Type 3, 3 rd Floor HVAC & Electrical Plan	Dated 05-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01
HE2.08	Building Type 4, 1 st Floor HVAC & Electrical Plan	Dated 05-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01
HE2.09	Building Type 4, 2 nd & 3 rd Floor HVAC & Elec. Plans	Dated 05-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01
E1.01	Electrical Site Plan	Dated 05-01-01, Revised 08-15-01
E3.01	Flat A Electrical Plan	Dated 05-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01
E3.02	Flat B Electrical Plan	Dated 05-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01
E3.03	Flat C Electrical Plan	Dated 05-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01
E3.04	Flat D Electrical Plan	Dated 05-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01

PP&S 00071

Contractor Initials: 

12

Subcontractor Initials: 

DOCUMENTSTITLEDATED

E3.05	Town Home Unit Elec Plans	Dated 05-01-01, Revised 08-15-01, Rev #1 dated 09-12-01
E6.01	Electrical Schedules & Details	Dated 05-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01 Rev.#3 dated 01-29-02
E6.02	Electrical Schedules & Details	Dated 05-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01 Rev #3 dated 01-11-02
E10.01	Leasing Center First Floor Electrical Plan	Dated 05-01-01, Rev.#1 dated 09-12-01
E10.02	Leasing Center Second Floor Electrical Plan	Dated 05-01-01, Rev.#1 dated 09-12-01
E10.03	Bath Pool and Fitness Floor Electrical Plan	Dated 05-01-01, Rev.#1 dated 09-12-01
E10.04	Electrical Schedules & Details	Dated 05-01-01, Rev.#1 dated 09-12-01
P2.01	Building Type 1, 1 st Floor Plumbing Plan	Dated 05-01-01, Revised 08-15-01
P2.02	Building Type 1, 2 nd & 3 rd Floor Plumbing Plans	Dated 05-01-01, Revised 08-15-01
P2.03	Building Type 2, 1 st Floor Plumbing Plan	Dated 05-01-01, Revised 08-15-01, Rev.#3 01-29-02
P2.04	Building Type 2, 2 nd & 3 rd Floor Plumbing Plans	Dated 05-01-01, Revised 08-15-01
P2.05	Building Type 3, 1 st Floor Plumbing Plan	Dated 05-01-01, Revised 08-15-01
P2.06	Building Type 3, 2 nd Floor Plumbing Plan	Dated 05-01-01, Revised 08-15-01
P2.07	Building Type 3, 3 rd Floor Plumbing Plan	Dated 05-01-01, Revised 08-15-01
P2.08	Building Type 4, 1 st Floor Plumbing Plan	Dated 05-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01
P2.09	Building Type 4, 2 nd & 3 rd Floor Plumbing Plans	Dated 05-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01
P3.01	Flat A Plumbing Plan	Dated 05-01-01, Revised 08-15-01
P3.02	Flat B Plumbing Plan	Dated 05-01-01, Revised 08-15-01
P3.03	Flat C Plumbing Plan	Dated 05-01-01, Revised 08-15-01
P3.04	Flat D Plumbing Plan	Dated 05-01-01, Revised 08-15-01
P3.05	Town Home Unit Plumbing Plans	Dated 05-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01
P6.01	Plumbing Schedules and Details	Dated 05-01-01, Revised 08-15-01
P6.02	Plumbing Schedules and Details	Dated 05-01-01, Revised 08-15-01
P6.03	Plumbing Schedules & Details	Dated 05-01-01, Revised 08-15-01, Rev.#3 dated 01-29-02
P10.01	Leasing Center First Floor Plumbing Plan	Dated 05-01-01, Rev.#1 dated 09-12-01
P10.02	Leasing Center Second Floor Plumbing Plan	Dated 05-01-01, Rev #1 dated 09-12-01
P10.03	Bath Pool and Fitness Floor Plumbing Plan	Dated 05-01-01, Rev.#1 dated 09-12-01
P10.04	Plumbing Schedules & Details	Dated 05-01-01, Rev.#1 dated 09-12-01
P10.05	Plumbing Schedules & Details	Dated 05-01-01, Rev.#1 dated 09-12-01
F1.01	Fire Protection Site Plan	Dated 05-01-01, Revised 08-15-01, Rev #1 dated 09-12-01
F2.01	Building Type 1, 1 st Floor Fire Protection Plan	Dated 05-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01
F2.02	Building Type 1, 2 nd & 3 rd Flr Fire Protection Plans	Dated 05-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01
F2.03	Building Type 2, 1 st Floor Fire Protection Plan	Dated 05-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01 Rev #3 dated 01-29-02
F2.04	Building Type 2, 2 nd & 3 rd Flr. Fire Protection Plans	Dated 05-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01
F2.05	Building Type 3, 1 st Floor Fire Protection Plan	Dated 05-01-01, Revised 08-15-01, Rev #1 dated 09-12-01

PP&S 00072

Contractor Initials: *MM*

13

Subcontractor Initials: *K*

<u>DOCUMENTS</u>	<u>TITLE</u>	<u>DATED</u>
F2.06	Building Type 3, 2nd Floor Fire Protection Plan	Dated 05-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01
F2.07	Building Type 3, 3rd Floor Fire Protection Plan	Dated 05-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01
F2.08	Building Type 4, 1st Floor Fire Protection Plan	Dated 05-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01
F2.09	Building Type 4, 2nd & 3rd Flr Fire Protection Plans	Dated 05-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01
F3.01	Flat A - Fire Protection Plan	Dated 05-01-01, Revised 08-15-01
F3.02	Flat B - Fire Protection Plan	Dated 05-01-01, Revised 08-15-01
F3.03	Flat C - Fire Protection Plan	Dated 05-01-01, Revised 08-15-01
F3.04	Flat D - Fire Protection Plan	Dated 05-01-01, Revised 08-15-01
F3.05	Town Home Unit Fire Protection Plans	Dated 05-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01
F6.01	Fire Sprinkler Schedules And Details	Dated 05-01-01, Revised 08-15-01
F10.01	Leasing Center, First Floor Fire Protection Plan	Dated 05-01-01, Rev.#1 dated 09-12-01
F10.02	Leasing Center Second Floor Fire Protection Plan	Dated 05-01-01, Rev.#1 dated 09-12-01
F10.03	Bath Pool and Fitness Floor Fire Protection Plan	Dated 05-01-01, Rev.#1 dated 09-12-01
F10.04	Fire Protection Schedules And Details	Dated 05-01-01, Rev.#1 dated 09-12-01
SP1.01	Specifications	Dated 05-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01
SP1.02	Specifications	Dated 05-01-01, Revised 08-15-01
SP1.03	Specifications	Dated 05-01-01, Revised 08-15-01
SP1.04	Specifications	Dated 05-01-01, Revised 08-15-01
SP1.05	Specifications	Dated 05-01-01, Revised 08-15-01, Rev.#1 dated 09-12-01

Landscape Design

Hoffman Lester Associates, Inc., 29 Leinbach Drive, Charleston, S.C. 29407, 843-763-1166.

<u>DOCUMENTS</u>	<u>TITLE</u>	<u>DATED</u>
L1 of L4	Landscape Plan	11-12-01
L2 of L4	Landscape Plan	11-12-01
L3 of L4	Landscape Plan	11-12-01
L4 of L4	Landscape Plan	11-12-01

Geotechnical Investigation Report dated August 29, 2001 provided by Wright Christopher Engineering & Construction Services entitled, "Geotechnical Investigation, Vintage at Fenwick Plantation Apartment Complex, John's Island, SC, WPC Project #2001-211".

BY: _____

COMPANY NAME/TITLE: PROFESSIONAL PLASTERING & STUCCO, INC.

DATE: 3-20-02

PP&S 00073

Contractor Initials: LM

14

Subcontractor Initials: V

ATTACHMENT "A"

1. All parties hereby agree that no extra payment will be made for material storage, freight costs, travel expenses, delivery charges, re-inspection fees or any other miscellaneous costs required to install the scope of work included in this subcontract agreement.
2. All parties hereby agree that any conflicts between the drawings, specifications and/or any conflicts between pages or details that is discovered by SUBCONTRACTOR shall be brought to the attention of CONTRACTOR immediately. Any work performed by SUBCONTRACTOR with previous knowledge of conflicts will be at the complete liability of SUBCONTRACTOR for its acceptance, and any costs to correct to compliance shall be paid by SUBCONTRACTOR.
3. All parties hereby agree that SUBCONTRACTOR is responsible for maintaining CONTRACTOR's master set of project record drawings on a weekly basis. In the event SUBCONTRACTOR fails to meet this requirement, progress or final payments may be withheld until such time that CONTRACTOR receives updated project record drawings from SUBCONTRACTOR.
4. All parties hereby agree that SUBCONTRACTOR has the sole responsibility for compliance with all of the requirements of the Occupational Safety and Health Act of 1970 and agrees to indemnify and hold harmless CONTRACTOR against any legal liability or loss including personal injuries which CONTRACTOR may incur due to SUBCONTRACTOR's failure to comply with the above referenced act. In the event any fines or legal costs are assessed against CONTRACTOR by any governmental agency due to noncompliance of safety codes or regulations by SUBCONTRACTOR, such costs will be deducted, by change order, from SUBCONTRACTOR's Subcontract amount.
5. All parties hereby agree that control of the Work Schedule, use of the site and coordination of all on-site personnel will be performed under the complete direction of CONTRACTOR's supervisory staff. CONTRACTOR may enforce upon SUBCONTRACTOR any of the following actions in order to expedite or coordinate the work. However, CONTRACTOR does not assume any liability for delays to SUBCONTRACTOR or third parties in connection with coordination of on-site personnel. These actions include, but are not limited to, the following:
 - A) Designated storage, designated unloading and parking areas.
 - B) Require unacceptable materials, equipment or vehicles to be removed from the project.
 - C) Limit the use of the site by SUBCONTRACTOR's equipment, vehicles, personnel or stored materials.
 - D) Temporarily or permanently bar specific personnel from the site. Listed below is a partial list of reasons to deny a person access to the project.
 - 1) Drug or alcohol use
 - 2) Fighting, possession of weapons
 - 3) Theft
 - 4) Harassment of anyone on or off the project
 - 5) Personal use of the areas near the project limits for parking, eating, sleeping, etc.
 - 6) Failure to cooperate with CONTRACTOR's supervisory personnel or comply with project documents.
6. All parties hereby agree that CONTRACTOR may provide, in locations determined to be appropriate for the project, temporary electrical, temporary water and temporary toilet services. Further, SUBCONTRACTOR shall make use of the services as provided. However, the inability of SUBCONTRACTOR to make use of the services as provided or the temporary unavailability of services, shall not release SUBCONTRACTOR'S obligation to complete the work included in this Subcontract Agreement, on schedule, or by supplying at SUBCONTRACTOR'S own expense any additional utilities or services it may require to perform its scope of work in accordance with the project schedule.
7. All parties hereby agree that all technical questions, submittals, clarifications, schedules and procedures will be submitted, in writing, by SUBCONTRACTOR to CONTRACTOR. Further, the cost of any work performed or reliance on information other than in compliance with instructions or information provided by CONTRACTOR, shall be borne by SUBCONTRACTOR and any such cost is included in this Subcontract Agreement.
8. All parties hereby agree that the cost of any testing, re-testing, layout, staking, engineering, inspection fees, reinspection fees, repair work or any other cost associated with any testing, inspections or examinations required by the specifications to determine the acceptability of SUBCONTRACTOR's scope of work will be borne by SUBCONTRACTOR and any such cost is included in this Subcontract Agreement.
9. All parties hereby agree that SUBCONTRACTOR is responsible for all related work, no matter in what sections of the plans and specifications it is detailed, to complete the scope of work as listed in Attachment "B" to this Subcontract Agreement.

Contractor Initials: 

15

Subcontractor Initials: 

PP&S 00074

10 All parties hereby agree that SUBCONTRACTOR will provide all necessary equipment, manpower and rigging to safely and efficiently unload its materials in the areas assigned or approved by CONTRACTOR's supervisory personnel. Further, all material delivery times will be coordinated with suppliers and approved by CONTRACTOR so as not to impede or disrupt the work or schedule of CONTRACTOR or other subcontractors.

11 All parties hereby agree that this executed Subcontract Agreement hereby supersedes any prior proposals, both written or verbal, therefore, any prior written or verbal proposals hereby becomes null and void at the signing of this Subcontract Agreement

12 All parties hereby agree that SUBCONTRACTOR is to submit a detailed "Schedule of Values" for approval by CONTRACTOR prior to the signing of this Subcontract Agreement. In the event of disagreement between the parties then CONTRACTOR'S decision shall govern.

13 All parties hereby agree that SUBCONTRACTOR shall secure and pay for all permits required to install the Scope of Work included in this Subcontract Agreement.

14 All parties hereby agree that weekday overtime work and weekend work will be required to complete this project in accordance with CONTRACTOR's schedule. Further, this weekday overtime work and weekend work will be performed at the sole direction of CONTRACTOR and all costs thereof is included in this Subcontract Agreement.

15 All parties hereby agree that SUBCONTRACTOR shall be responsible that both he and each subcontractor under his control shall pay all State Sales Tax, Consumer Tax, Use and other similar taxes for the work, or portions thereof, provided by this SUBCONTRACTOR, whether or not yet effective.

16 All parties hereby agree that in all cases in which a manufacturer's name, trade name, or their proprietary designation is used in connection with materials or articles to be furnished under this Subcontract Agreement, whether or not the phrase "or equal" is used after such name, SUBCONTRACTOR shall furnish the product of the named manufacturers without substitution, unless a written request for the substitute has been submitted to CONTRACTOR by the SUBCONTRACTOR and approved, in writing, by CONTRACTOR.

17 All parties hereby agree that SUBCONTRACTOR shall employ a competent superintendent and necessary assistants all approved by CONTRACTOR who shall be in attendance at the project site full-time during the progress of the work included in this Subcontract Agreement.

18 All parties hereby agree that SUBCONTRACTOR assures that either he or an authorized representative of his company will attend all jobsite meetings as established by CONTRACTOR's supervisory staff unless their presence is not requested by CONTRACTOR. In the event a representative shall represent SUBCONTRACTOR at these meetings, said representative shall be able to make binding commitments on all matters to be discussed at such meetings, including cost, payments, change orders, time schedules and manpower requirements. This is to include but not limited to, all Project Manager Near Term Meeting and Superintendent Meetings. Further, a penalty of \$500.00 per meeting will be imposed if SUBCONTRACTOR or SUBCONTRACTOR's representative is not present at these meetings. The following person(s) are designated as SUBCONTRACTOR's representatives having the authority as stated herein.

Subcontractor Designated Representative:

(Optional Representative)

Bobby Markel
Bobby McCarthy

19 All parties hereby agree that by SUBCONTRACTOR approving and submitting shop drawings, product data, and samples, SUBCONTRACTOR hereby represents that he has reasonably determined and verified all dimensions, quantities, field dimensions, relations to the existing work, coordination with work to be installed later, coordination with information on previously accepted shop drawings, product data, or samples and verification of compliance with all of the requirements of the Contract Documents. Further, the accuracy of such information is the sole responsibility of SUBCONTRACTOR. In reviewing shop drawings, product data, and samples, CONTRACTOR shall be entitled to rely on SUBCONTRACTOR'S representation that such information is correct and accurate.

20 All parties hereby agree that no portion of the work requiring submission of a shop drawing, product data, or sample shall be commenced until CONTRACTOR has received from SUBCONTRACTOR all required shop drawings, product data, or required samples and all have been approved by the appropriate parties. Further, all such portions of the work shall be furnished and installed by SUBCONTRACTOR in accordance with approved shop drawings, product data, or samples

Contractor Initials:

CM

16

Subcontractor Initials:

MC

PP&S 00075

21. All parties hereby agree this is a Lump Sum Subcontract Agreement, written with the intent that there be no extras if installed in accordance with the Project Plans and Specifications. All prices are firm and includes applicable fees, taxes, licenses, freight, unloading, project distribution, hoisting and any other needed items to complete the scope of work as listed herein.
22. All parties hereby agree that SUBCONTRACTOR shall be held responsible and pay all associated cost for repairs to all damages to any buildings or the work of others resulting from his negligence or negligence of a material supplier or subcontractor of this SUBCONTRACTOR.
23. All parties hereby agree that SUBCONTRACTOR is responsible for all costs associated with all necessary flagmen, barricades, and safety equipment necessary to install the scope of work as listed in this Subcontract Agreement.
24. All parties hereby agree that the OWNER, or OWNER'S representative, could request SUBCONTRACTOR to do additional work without obtaining the approval of CONTRACTOR or CONTRACTOR'S representative and that there is a possibility that OWNER would not pay this claim if SUBCONTRACTOR performs said work without CONTRACTOR'S consent. In the event this happens and OWNER does not pay CONTRACTOR, SUBCONTRACTOR then waives all claims against CONTRACTOR for payment of these portions of work.
25. All parties hereby agree this Subcontract Agreement shall not be deemed as a commitment, or offer to engage the services of SUBCONTRACTOR until such time this Subcontract Agreement is duly executed by an authorized representative of CONTRACTOR.
26. All parties hereby agree that before work commences, SUBCONTRACTOR shall submit an original [REDACTED] CONTRACTOR'S home office. All parties further agree that no payments will be received by SUBCONTRACTOR for any work performed on the project until such time CONTRACTOR has received these [REDACTED] from SUBCONTRACTOR.
27. All parties hereby agree that for purposes of this agreement, "hazardous substances" shall mean any contaminants, wastes, substances or other materials which pose violation of any local, state or federal law or regulation or are deemed environmentally hazardous, toxic or harmful by any local, state or federal environmental protection or other agency, including, without limitation, asbestos, polychlorinated biphenyl's, petroleum products, flammable explosives, radioactive materials or infectious substances. SUBCONTRACTOR shall not bring any hazardous substance to the jobsite, and hereby agrees to fully defend, indemnify and hold CONTRACTOR and OWNER harmless from and against any and all liability, claims, losses, penalties, costs, expenses, damages and causes of action suffered or incurred by CONTRACTOR or OWNER resulting in any manner whatsoever, directly or indirectly, from the presence of any hazardous substance as a result of the actions of SUBCONTRACTOR. In the event that SUBCONTRACTOR encounters any material on the jobsite reasonably believed to be a hazardous substance, SUBCONTRACTOR will handle such hazardous substance in accordance with all laws and applicable ordinances.
28. All parties hereby agree that it shall be SUBCONTRACTOR'S responsibility to review all plans and specifications, to learn the general policies of the CONTRACTOR, and the schedule pace of work and general methods of procedure. All parties hereby agree that SUBCONTRACTOR is to plan its material and equipment deliveries and the volume of its manpower in order to coordinate all of its work with CONTRACTOR'S policies, methods and schedule.
29. All parties hereby agree that all applicable Federal, State and Local Codes take precedence over project plans and specifications and any additional cost to make the required changes to comply with said codes is hereby included in this Subcontract Agreement.
30. All parties hereby agree that SUBCONTRACTOR and all of its employees and subcontractors will only use ingress and egress routes as directed by CONTRACTOR'S jobsite superintendent.
31. All parties hereby agree that SUBCONTRACTOR acknowledges that other site and building improvements will be in progress during the course of its work, and SUBCONTRACTOR will take the necessary steps in the coordination of material handling and in the implementation of its work so as not to loose time on its schedule or interfere with the construction of other improvements.
32. All parties hereby agree that in the event temporary electrical service becomes inoperable SUBCONTRACTOR will then furnish its own means of project power to install the scope of work included in this Subcontract Agreement.
33. All parties hereby agree that CONTRACTOR will have final approval of SUBCONTRACTORS on site supervision and upon approval of this supervision SUBCONTRACTOR hereby agrees not to replace this approved jobsite supervision without CONTRACTORS consent.

Contractor Initials: M

17

Subcontractor Initials: F

34. All parties hereby agree that SUBCONTRACTOR fully agrees to comply with all terms and conditions contained within the Immigration Reform and Control Act of 1996.

35. All parties hereby agree that SUBCONTRACTOR has visited the project site and is aware of all site conditions that affect its scope of work. All parties further agree that no additional compensation will be made due to SUBCONTRACTOR'S failure to familiarize itself with all site conditions prior to the execution of this Subcontract Agreement.

36. All parties hereby agree that SUBCONTRACTOR shall submit a Material Safety Data Sheet (MSDS) notebook to CONTRACTOR'S job site Superintendent prior to commencing work on the project.

37. All parties hereby agree that SUBCONTRACTOR is to furnish and install all necessary heating devices, including fuel for same, necessary for the installation of this scope of work.

38. All parties hereby agree that in the event SUBCONTRACTOR crosses any permanent improvements such as concrete curb or sidewalks, it shall be the responsibility of SUBCONTRACTOR to take the appropriate measures to protect these existing improvements. In the event any areas are damaged, it shall be the SUBCONTRACTOR's responsibility to remove and replace these damaged areas.

39. All parties hereby agree that SUBCONTRACTOR shall have the responsibility of notifying CONTRACTOR seven (7) days prior to any known material shortages on project.

40. All parties hereby agree that SUBCONTRACTOR shall furnish and install a jobsite radio for his jobsite foreman capable of communicating with the CONTRACTOR'S Jobsite Superintendent.

41. All parties hereby agree that the trees on the jobsite are of extreme importance to the value of the property. All parties further agree that SUBCONTRACTOR shall be fully liable for any damage caused to these trees by this SUBCONTRACTOR including, but not limited to, consequential damages resulting therefrom.

42. All parties hereby agree that each item required by all Federal, State, and Local governing authorities may not be specifically shown on the Plans and Specifications; however, all requirements imposed by these governing authorities are hereby included in this Subcontract Agreement. Compliance with all governing laws, ordinances, rules, regulations, and lawful orders, inclusive of documentation and/or reporting of occurrences and/or conditions, enacted prior to execution of this Subcontract Agreement for the Work, or portions thereof, provided by this Subcontract, of any governing authority having jurisdiction over the performance of this Work, whether or not yet effective, is hereby included in this Subcontract.

43. All parties hereby agree that all required and necessary submittal data shall be submitted by SUBCONTRACTOR to CONTRACTOR within three (3) days of the signing of this Subcontract Agreement to allow sufficient time for approval.

44. All parties hereby agree that SUBCONTRACTOR had in its possession at time of bid all Contract Documents necessary to supply CONTRACTOR a complete turnkey bid for SUBCONTRACTOR's scope of work included herein.

45. All parties hereby agree that SUBCONTRACTOR shall keep at the jobsite on a full-time basis at least one superintendent or foreman who speaks the English Language.

46. All parties hereby agree that all installed items on the project remain the responsibility of SUBCONTRACTOR until accepted by OWNER or OWNER'S representative.

47. All parties hereby agree that any required hoisting, scaffolding, lulls, forklifts or any other machinery of any kind, including labor for same, to unload, store, move around on jobsite, and handle SUBCONTRACTOR's materials to install this scope of work in any nature is included in this Subcontract Agreement. Further, SUBCONTRACTOR agrees to use properly certified personnel to operate equipment while on project site.

48. All parties hereby agree that SUBCONTRACTOR is not authorized to install a SUBCONTRACTOR job sign without written consent of CONTRACTOR.

Contractor Initials: 

18

Subcontractor Initials: 

ATTACHMENT "B"
SCOPE OF WORK

STUCCO

Furnish all labor, material, permits, equipment, supervision, services, labor taxes, material taxes, insurance, licenses, and any other related cost necessary for a complete execution of all Stucco, all in its entirety and in strict accordance with the Contract Documents enumerated in Subcontractor Documents Acknowledgment to this Agreement, and in strict compliance with the requirements of all Federal, State and Local governing authorities. This Subcontract Agreement is also to be inclusive of, but not limited to, the following:

1. All parties hereby agree that SUBCONTRACTOR shall install all materials in strict accordance with manufacturer's recommendations. All parties further agree that manufacturer's representative shall visit the jobsite no less than monthly and certify to CONTRACTOR, in writing, that the work being performed at that time is in strict conformance with manufacturer's recommendations.
2. All parties hereby agree that SUBCONTRACTOR is to ensure that all edges, corners, inserts, and pop outs shall have clean, crisp edges.
3. All parties hereby agree that SUBCONTRACTOR shall repair any sub-standard stucco cracking as declared by a third party inspecting firm selected by CONTRACTOR.
4. All parties hereby agree that SUBCONTRACTOR is to furnish and install all appropriate flashing and tape around window and door openings of the project.
5. All parties hereby agree that SUBCONTRACTOR shall clean up and remove protective materials and covers immediately after stucco is dry to the touch and before tear down of scaffolds and report to CONTRACTOR's Jobsite Superintendent that an area of work has been inspected, punched out, cleaned up and is ready for CONTRACTOR's Jobsite Superintendent or designated representative to inspect and approve the tear down of scaffolding.
6. All parties hereby agree that SUBCONTRACTOR shall inspect all framing, windows, doors, flashings, and any dry-in associated with water tightness prior to the start of lath work. All parties further agree that SUBCONTRACTOR will report to CONTRACTOR's Jobsite Superintendent any discrepancies or potential concerns that he may have related to water tightness not being sufficient.
7. All parties hereby agree that SUBCONTRACTOR shall furnish and install a 6" wide self-adhering membrane perimeter barrier wall seam tape as manufactured by W. R. Grace & Company or approved equal at all windows which are to be stucco encased.
8. All parties hereby agree that SUBCONTRACTOR shall perform an inspection of all wood sub-strates and window and door alignment to ensure that each are level and plumb prior to the starting of the lathing operation. All parties further agree that SUBCONTRACTOR shall notify CONTRACTOR, in writing, of any unacceptable conditions prior to the start of SUBCONTRACTOR's work.
9. All parties hereby agree that SUBCONTRACTOR shall furnish and apply an approved protective lubricant film on all aluminum windows, doorframes and thresholds prior to the installation of stucco. All parties further agree that SUBCONTRACTOR shall remove this lubricant and clean these areas immediately after the completion of the stucco process. Further, SUBCONTRACTOR shall be responsible for any scratches to finish surfaces of materials.
10. All parties hereby agree that SUBCONTRACTOR shall hand rake around each building immediately after the completion of the stucco process to ensure the clean up of all stucco debris.
11. All parties hereby agree that SUBCONTRACTOR will submit to CONTRACTOR's Jobsite Superintendent, in writing, a list of any broken windows or damaged window frames prior to the starting of the stucco process on any building. All parties further agree that SUBCONTRACTOR is responsible for any broken windows or damaged frames on any building caused by its operations.
12. All parties hereby agree that SUBCONTRACTOR is to furnish and install tape over any exterior electrical receptacles prior to the stucco process in order for stucco not to get inside receptacle.
13. All parties hereby agree that SUBCONTRACTOR shall furnish and install protective coverings over all windows, doors, concrete breezeways, concrete walks, and any other concrete areas prior to the start of the installation of the scope of work.

Contractor Initials: M

19

Subcontractor Initials: ✓

PP&S 00078

covered in this Subcontract.

14. All parties hereby agree that SUBCONTRACTOR shall furnish and install a 2" layer of sand over all concrete surfaces that are to receive stucco overhead.

15. All parties hereby agree that SUBCONTRACTOR is to furnish and install all required stucco lath in accordance with Plans and Specifications and all Federal, State, and Local codes.

16. All lath shall be attached to the buildings per codes which includes but not limited to nailing materials into studs.

17. All parties hereby agree that SUBCONTRACTOR is to furnish and install all necessary corner beads, stops, expansion joints, and other miscellaneous trim and accessories necessary to install this scope of work in accordance with applicable codes and manufacturer's recommendations.

? 18. All parties hereby agree that SUBCONTRACTOR shall install the stucco system where it shall be sealed at the bottom of wall to the foundations this is to include a metal trim piece that wraps the perimeter and leaves no exposed wood edge. Therefore, no gap shall be present to allow rodents and insects to enter.

19. All parties hereby agree that SUBCONTRACTOR shall stucco project chimneys prior to the buildings themselves. All parties further agree that extra mobilizations are required for this work and are included in this Subcontract Agreement.

20. All parties hereby agree that in the event SUBCONTRACTOR does not install stucco on project chimney prior to installing the stucco systems on the building themselves, then SUBCONTRACTOR is responsible for the cleaning of roofs, as well as removal and reinstallation of any shingles that are damaged or ruined from this stucco operation.

21. All parties hereby agree that SUBCONTRACTOR shall furnish and install all required "J" channel and "J" mold for the project

22. All parties hereby agree that SUBCONTRACTOR shall furnish and install "J" mold at all edges of stucco not finished into a wall or jamb including the bottom edge of the vertical walls at the ground level where stucco ends at the edge of the horizontal concrete slab or foundation wall.

23. All parties hereby agree that SUBCONTRACTOR is to furnish and install, per manufacturer's recommendations, all stucco bands in thickness specified on Plans.

24. All parties hereby agree that SUBCONTRACTOR is to furnish and install all required "J" bead at build-outs for project

25. All parties hereby agree that SUBCONTRACTOR is to furnish and install all casing beads where stucco terminates at any dissimilar materials.

26. All parties hereby agree that SUBCONTRACTOR is to stop stucco on concrete at breezeways and balconies on second floors and tool this area as needed to accomplish an acceptable finish.

27. All parties hereby agree that SUBCONTRACTOR shall sequence the installation of stucco to complete gable end walls at areas above roof areas prior to roof shingle installation, the installation of electric house panels, and the installation of stair towers.

28. All parties hereby agree that SUBCONTRACTOR shall furnish and install control joints at minimum intervals of 20 ft. horizontally and 10 ft. vertically, or as shown on Plans.

29. All parties hereby agree that SUBCONTRACTOR is to furnish and install any required additional control joints above what is shown on Plans

30. All parties hereby agree that SUBCONTRACTOR shall install the cover up substrate on any building that is ready for cover up within two weeks of said building's readiness.

31. All parties hereby agree that SUBCONTRACTOR shall "Fog" all areas of applied product for a period of forty-eight (48) hours after installation.

32. All parties hereby agree that SUBCONTRACTOR shall submit to CONTRACTOR a "Certification Certificate" from the manufacture of the product being installed on this project stating that SUBCONTRACTOR is an approved applicator of their

Contractor Initials: MM

20

Subcontractor Initials: J

PP&S 00079



National Evaluation Service, Inc.

Participating Members:

BOCA Evaluation Services, Inc.

ICBO Evaluation Service, Inc.

SBCCI Public Safety
Testing and Evaluation Services, Inc.

4051 West Flossmoor Road
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NATIONAL EVALUATION REPORT

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NER-459

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MAGNA WALL FIBER-REINFORCED STUCCO SYSTEM

MAGNA WALL, INC.
POST OFFICE BOX 847
BOERNE, TEXAS 78006

1.0 SUBJECT

Magna Wall Fiber-reinforced Stucco System.

2.0 PROPERTIES FOR WHICH EVALUATION IS SOUGHT

- 2.1 Weather resistance.
- 2.2 Exterior wall covering.
- 2.3 Fire resistance.
- 2.4 Structural performance.

3.0 DESCRIPTION AND USE

3.1 GENERAL

The Magna Wall finish system is an exterior cementitious stucco wall coating consisting of a proprietary mixture of portland cement, water, sand, chopped fibers, and proprietary admixtures reinforced with wire fabric or metal lath. It is applied over foam plastic, fiberboard, plywood, oriented strand board or gypsum sheathing substrates and attached to wood- or steel-framed exterior wall construction. Magna Wall is applied over concrete masonry units with or without lath.

3.2 MATERIALS

3.2.1 Stucco Mix: The stucco mix consists of a dry cementitious mix combined with water and sand. The dry stucco mix is a factory-prepared mixture of Type I, II or III portland cement complying with ASTM C 150-95, chopped fibers and proprietary admixtures. The dry cementitious mixture is packaged in 80-pound (36.29 kg) bags. Five to seven gallons (18.9 to 26.5 L) of water and 180 to 220 pounds (81.65 to 99.8 kg) or a maximum of 2 1/2 cubic feet (0.070 m³) of sand are mixed with each bag. When needed, color and other additives are added in accordance with the manufacturer's mixing instructions printed on the bag. The finished product is either premixed or field-mixed with sand.

3.2.2 Sand: The sand shall be clean and free from deleterious amounts of loam, clay, silt, soluble salts, and organic matter. Sampling

and testing shall comply with ASTM C 144-93. Sand shall be graded within the following limits:

RETAINED ON U.S. STANDARD SIEVE	PERCENT RETAINED BY WEIGHT ± 2 PERCENT	
	Min.	Max.
No. 4	—	0
No. 8	0	10
No. 16	10	40
No. 30	30	65
No. 50	70	90
No. 100	95	100

3.2.3 Insulation Board: Foam plastic insulation shall have a maximum flame-spread rating of 25 and a smoke-developed rating not exceeding 450 when tested in accordance with ASTM E 84-95b in the thickness intended for use.

The insulation boards shall have a minimum nominal density of 1.5 pounds per cubic foot (24.03 kg/m³). When used over open stud framing, the boards shall be a minimum of 1 inch (25.4 mm) thick and have 3/8-inch (9.53 mm) projecting tongues with compatible grooves for horizontal joints. See Figure 1 for joint detail. Over hard substrates, a lesser thickness and density is permitted.

The insulation board shall be labeled in accordance with Condition of Use 7.8 of this report.

3.2.4 Lath

3.2.4.1 Wire-fabric Lath: Minimum No. 20 gage, 1-inch (25.4 mm) galvanized steel, woven-wire fabric is required. Other laths shall comply with ASTM C 933-80 (welded) and ASTM C 1032-86 (woven). The lath is self-furring or furred when applied over all substrates except unbacked polystyrene. Self-furring lath shall be used in accordance with the following requirements:

1. The maximum overall wall coating thickness, using the minimum wire noted in Section 3.2.4 of this report, shall be 1/2 inch (12.7 mm).
2. Furring crimps shall occur at maximum 6-inch (152.4 mm) intervals each way. Furring crimps shall provide a minimum 1/8-inch (3.18 mm) clearance from the substrate after installation.

3.2.4.2 Metal Lath: The lath shall comply with ASTM C 847-93. Furring and self-furring requirements shall be as set forth for wire-fabric lath. Minimum weight is 1.75 pounds per square yard (0.665 kg/m²).

3.2.5 Gypsum Sheathing Board: Water-resistant core gypsum sheathing shall comply with ASTM C 79-95.

This report is limited to the specific product and data and test reports submitted by the applicant in its application requesting this report. No independent tests were performed by the National Evaluation Service (NES), and NES specifically does not make any warranty, either expressed or implied, as to any finding or other matter in this report or as to any product covered by this report. This disclaimer includes, but is not limited to, merchantability. This report is also subject to the limitation listed herein.

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3.2.6 Fiberboard: Minimum $\frac{1}{2}$ -inch-thick (12.7 mm) asphalt-impregnated fiberboard shall comply with ANSI/AHA A194.1-1985 as a regular-density sheathing.

3.2.7 Plywood: Complying plywood substrates shall be minimum $\frac{5}{16}$ -inch-thick (11.1 mm) plywood with exterior glue for studs spaced a maximum of 16 inches (406.4 mm) on center, and minimum $\frac{3}{8}$ -inch-thick (9.53 mm) plywood with exterior glue for studs spaced a maximum of 24 inches (609.6 mm) on center. Plywood shall comply with US DOC PS 1-95.

3.2.8 Oriented Strand Board: Oriented strand board shall comply with American Plywood Association specifications for Exposure 1, performance-rated panels and US DOC PS-2-95, and shall have a minimum thickness of $\frac{7}{16}$ inch (11.1 mm).

3.2.9 Caulk: Acrylic latex sealant material shall comply with ASTM C 834.

3.2.9.1 Weather-resistive Membrane: The weather-resistive membrane shall be either minimum Grade D building paper complying with Federal Specification UUB 790a (February 5, 1968) or asphalt-saturated rag felt complying with UL Standard 55-A. A weather-resistive membrane is required over all substrates except for foam plastic board, where the weather-resistive membrane is permitted to be over or under the board as noted in Section 4.1. The weather-resistive membrane application shall comply with the applicable model code. In areas using the Uniform Building Code, when applied over wood-based sheathing, the weather-resistive membrane shall consist of at least two layers of Grade D building paper, or one layer of EPS as described in Section 3.2.3 of this report, over one layer of Grade D building paper having a minimum water resistance of 60 minutes.

3.2.9.2 Miscellaneous: All trim, screed, and corner reinforcement shall be corrosion-resistant metal or approved plastic.

4.0 INSTALLATION

The exterior cementitious coating shall be applied by hand-troweling or machine-spraying in one or two coats at minimum $\frac{3}{16}$ -inch (9.53 mm) thickness. The lath shall be embedded in the coating and shall be completely covered. The second coat, if provided, shall be applied within seven days after the first coat. If the second coat is not installed within seven days, a bonding adhesive, complying with Military Specification MIL-B-19235, shall be brushed or sprayed on the Magna Wall base coat or shall be added to the finish coat mix prior to application. Corrosion-resistant fasteners for lath attachment shall penetrate a minimum of 1 inch (25.4 mm) into wood framing. Flashing, corner reinforcement, metal trim and weep screeds shall be installed as shown in Figure 2 of this report. The coating shall be applied at ambient air temperatures between 35°F and 120°F (1.6°C and 48.9°C) by applicators approved by Magna Wall, Inc. After application, the coating shall be protected from freezing air temperatures during the initial six hours of curing. A weather-resistive membrane is installed as set forth in Section 3.2.10 of this report. Where the coating is job-mixed, an installation card, as noted in Figure 3 of this report, shall be provided on the jobsite with the name of the applicator and the product to be used, before any weather-resistive membrane or exterior sheathing is installed. Also, see Section 7.6 of this report.

4.1 APPLICATION OVER OPEN FRAMING

The weather-resistive membrane described in Section 3.2.10 of this report is placed over open wood or steel framing spaced a maximum of 24 inches (609.6 mm) on center. Wall bracing, in accordance with the applicable code, shall be installed. Square wall corners and parapet corners shall be covered with metal corner reinforcement. For round wall and parapet corners, metal corner reinforcement is optional. See Figure 2 of this report. The foam plastic board described in Section 3.2.3 of this report shall be placed horizontally with the tongue facing upward (2-foot-by-8-foot (609.6 mm by 2438.4 mm) tongue-and-groove board) and temporarily held in place with galvanized staples or roofing nails. Self-tapping screws shall be used to temporarily fasten the board to metal framing. Vertical butt joints shall be staggered a minimum of one framing space from the adjacent courses and occur directly over framing.

The lath shall be applied tightly over the insulation board and shall be fastened through the board to wood framing with minimum 2-inch-long (50.8 mm), No. 11 gage [0.148-inch (3.75 mm) shaft diameter, 0.438-inch (11.1 mm) head diameter], galvanized roofing nails or No. 16 gage [0.0625-inch (1.59 mm) shaft diameter] galvanized staples spaced a maximum of 6 inches (152.4 mm) on center with a minimum 1-inch (25.4 mm) penetration into the wood framing. Staples shall have a minimum $\frac{1}{2}$ -inch (12.7 mm) crown width. Stapling shall be utilized only in wood species having a minimum specific gravity of 0.42. The lath shall be fastened to all steel framing members [minimum No. 20 gage, 0.0359 inch (0.912 mm) thick] using No. 8-18, S-12, panhead, self-tapping screws spaced a maximum of 6 inches (152.4 mm) on center to all framing. The screws shall penetrate framing at least $\frac{1}{4}$ inch (6.35 mm). The wire lath shall be applied with minimum 1-inch (25.4 mm) end laps and sidelaps. The metal lath shall be applied with minimum $\frac{1}{2}$ -inch (12.7 mm) sidelaps and 1-inch (25.4 mm) end laps.

Weep screeds are installed at the bottom of the wall a minimum of 1 inch below the plate line, and shall comply with the applicable code requirements. The screed shall be located a minimum of 4 inches (101.6 mm) above grade and shall allow trapped water to drain to the building exterior. The lath and weather-resistive membrane cover terminate over the vertical attachment flange. Galvanized metal, $\frac{1}{8}$ -inch (34.9 mm), J-shaped trim pieces shall be installed at areas where the foam is exposed. At windows and doors, butting J-trim metal edges (when installed) shall be caulked. Holes for hose bibbs, electrical panels and other penetrations of substrate surfaces, except for fasteners, shall also be caulked.

4.2 APPLICATION OVER SOLID BACKING

4.2.1 Fiberboard: Minimum $\frac{1}{2}$ -inch-thick (12.7 mm) fiberboard sheathing shall be installed directly over wood or steel framing spaced a maximum of 24 inches (609.6 mm) on center. All walls shall be braced in accordance with the applicable code. The fiberboard shall be temporarily held in place with corrosion-resistant staples, roofing nails, or self-tapping screws. A weather-resistive membrane, as described in Section 3.2.10, shall be applied over the fiberboard. The lath shall be attached to the studs through the sheathing with fasteners and spacings as described for insulation boards in Section 4.1 of this report. Exposed sheathing edges shall be protected with screeds. Holes in the substrate surface shall be caulked and the coating applied as described in Section 4.0 of this report. To apply the Magna Wall system over steel framing [minimum No. 20 gage, 0.0359 inch (0.912 mm) thick], lath is secured to framing using No. 8-18, S-12, panhead, self-tapping screws spaced a maximum of 6 inches (152.4 mm) on center.

4.2.2 Gypsum Sheathing: Minimum $\frac{1}{2}$ -inch-thick (12.7 mm), water-resistant core, gypsum sheathing shall be installed directly on wood or steel framing with studs spaced a maximum of 24 inches (609.6 mm) on center. The gypsum sheathing shall be fastened to wood framing with minimum $1\frac{1}{2}$ -inch-long (38.1 mm), No. 11 gage [0.148-inch (3.75 mm) shaft diameter, 0.438-inch (11.1 mm) head diameter] galvanized roofing nails or No. 16 gage [0.0625-inch (1.59 mm) shaft diameter] galvanized staples spaced a maximum of 6 inches (152.4 mm) on center at the edges and at intermediate supports. For steel framing, the sheathing shall be attached to No. 20 gage [0.0359-inch-thick (0.91 mm)] steel studs with No. 8-18, S-12, panhead, 1-inch-long (25.4 mm), self-tapping screws spaced a maximum of 10 inches (254.0 mm) on center to all framing members. A weather-resistive membrane shall be applied over the gypsum sheathing. The metal lath and coating shall be as described in Sections 4.0 and 4.1 of this report. Foam plastic insulation installed prior to lath installation shall be a minimum $\frac{1}{2}$ inch (12.7 mm) thick.

4.2.3 Plywood: Plywood as described in Section 3.2.7 of this report shall be applied directly to wood or steel framing. The plywood shall be fastened to wood framing with minimum 6d common nails or minimum No. 16 gage [0.0625-inch (1.59 mm) shaft diameter] staples with $\frac{7}{16}$ -inch (11.1 mm) outside-diameter crowns, spaced a maximum of 6 inches (152.4 mm) on center at the edges and a maximum of 12 inches (304.8 mm) on center at intermediate supports. The plywood is applied to steel framing [minimum No. 20 gage, 0.0359 inch (0.912 mm) thick] in accordance with the applicable code. The weather-resistive membrane shall be as described in Section 3.2.10 of this report, and fabric lath and coating shall be applied as described for fiberboard.

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board installed over the building paper prior to the lath and coating shall be a minimum of $\frac{1}{2}$ inch (12.7 mm) thick.

4.2.4 Oriented Strand Board (OSB): The oriented strand board as described in Section 3.2.8 of this report is installed on wood or steel framing. The OSB shall be fastened to wood framing as described in Section 4.2 of this report for plywood. The OSB shall be fastened to steel framing [minimum No. 20 gage, 0.0359 inch (0.912 mm) thick] in accordance with the applicable code. The weather-resistive membrane, lath and coating shall be installed as described in Sections 4.0 and 4.1 of this report.

4.3 FIRE-RESISTIVE ASSEMBLIES

4.3.1 One-hour Load-bearing Fire-resistive Assembly

4.3.1.1 Interior Face: One layer of $\frac{5}{8}$ -inch-thick (15.88 mm) Type X gypsum wallboard complying with ASTM C 36-95b, water-resistant gypsum backing board complying with ASTM C 630-95, or gypsum veneer base complying with ASTM C 588-95, shall be applied horizontally to the interior face of wood studs with nominal dimensions of 2 inches by 4 inches (50.8 mm by 101.6 mm), spaced a maximum of 24 inches (609.6 mm) on center. The wallboard shall be attached with 6d coated nails complying with ASTM C 514-94, $\frac{1}{4}$ -inch (6.4 mm) long and with $\frac{1}{4}$ -inch-diameter (6.4 mm) heads, at a maximum of 7 inches (177.8 mm) on center to studs, plates and blocking. All wallboard joints shall be backed with minimum nominal 2-inch-by-4-inch (50.8 mm by 101.6 mm) wood framing, and taped and treated with joint compound. Fastener heads shall also be treated with joint compound.

4.3.1.2 Exterior Face: One layer of minimum $\frac{5}{8}$ -inch-thick (15.88 mm), Type X, water-resistant core gypsum sheathing as described in Section 3.2.5 of this report, 48 inches (1219.2 mm) wide, shall be applied parallel to studs and shall be fastened with No. 11 gage [0.148-inch (3.75 mm) shaft diameter, 0.438-inch (11.1 mm) head diameter], galvanized roofing nails, $\frac{1}{4}$ -inch (6.4 mm) long with $\frac{1}{4}$ -inch- or $\frac{1}{2}$ -inch-diameter (11.1 mm or 12.7 mm) heads at a maximum of 4 inches (101.6 mm) on center at board edges and a maximum of 7 inches (177.8 mm) on center at intermediate studs and top and bottom plates. The nails shall penetrate a minimum of 1 inch (25.4 mm) into studs. A weather-resistive membrane shall be applied over the sheathing. The lath and wall coating are then applied as described in Sections 4.0 and 4.1 of this report.

4.3.2 One-hour Load-bearing Fire-resistive Assembly

This assembly is permitted to be used on nonload-bearing walls.

4.3.2.1 Interior Face: One layer of $\frac{5}{8}$ -inch-thick (15.88 mm) Type X gypsum wallboard, complying with ASTM C 36-95b, shall be attached to nominal 2-inch-by-4-inch (50.8 mm by 101.6 mm) wood studs with $\frac{1}{8}$ -inch-long (41.3 mm), galvanized steel, cup-head gypsum wallboard nails [0.30-inch (7.62 mm) head diameter, 0.010-inch (0.254 mm) shank diameter] spaced a maximum of 8 inches (203.2 mm) on center on all studs and plates. Stud spacing shall be a maximum of 16 inches (406.4 mm) on center or less and blocked at 5-foot (1524.0 mm) intervals. The joints and nail heads shall be covered with paper tape and gypsum compound as described in Section 4.3.1 of this report for interior face. The stud cavities shall be filled with R-11 rockwool ball insulation having a minimum density of 1.45 pcf (23.23 kg/m³), or R-11 fiberglass insulation having a minimum density of 0.5 pcf (8.01 kg/m³).

4.3.2.2 Exterior Face: Any of the following substrates are permitted to be used independently or in combination with each other:

- One layer of $\frac{1}{2}$ -inch-thick (12.7 mm) water-resistant core gypsum sheathing.
- One layer of 1-inch-thick (25.4 mm) foam plastic insulation.
- One layer of $\frac{7}{16}$ -inch-thick (11.1 mm) oriented strand board (OSB).
- One layer of $\frac{7}{16}$ -inch-thick (11.1 mm) plywood.

The material properties are described in Section 3.2 of this report, and the substrates shall be installed on wood framing as described in Section 4.2 of this report. The weather-resistive membrane, lath and Magna Wall

coating shall be applied to the substrate as described in Sections 4.0 and 4.1 of this report.

4.3.2.3 Design: The wood stud axial stress is limited to $0.78 F'_c$ and shall not exceed $0.78 F'_c$ at an l_e/d ratio of 33. The maximum load on the system described in Section 4.3.2 of this report is 1,100 pounds (499.0 kg) per stud. For purposes of design:

F'_c = Allowable unit stress in compression parallel to the grain adjusted for l_e/d ratio.

l_e = Effective length of compression member, inches.

d = Least dimension, inches.

These design details only apply to the assembly described in Section 4.3.2.

4.4 NONCOMBUSTIBLE CONSTRUCTION

The Magna Wall Fiber-reinforced Stucco System is used on walls required to be of noncombustible construction, such as masonry or noncombustible metal frame. When the Magna Wall Fiber-reinforced Stucco System is used on walls required to be of noncombustible frame construction, the walls shall be constructed as follows:

4.4.1 Interior Finish: One layer of $\frac{5}{8}$ -inch-thick (15.9 mm) Type X gypsum wallboard, complying with ASTM C 36-95b, is vertically applied to steel framing with blocked edges. The wallboard shall be fastened to framing with minimum 1-inch-long (25.4 mm), No. 8-18, S-12, self-tapping screws spaced a maximum of 6 inches (152.4 mm) on center. All board joints shall be taped and treated with joint compound. Fastener heads shall be covered with joint compound.

4.4.2 Steel Framing: Minimum $\frac{3}{8}$ -inch-deep (92.1 mm), No. 20 gage [0.0359 inch (0.91 mm) thick] steel framing. Studs shall be spaced a maximum of 16 inches (406.4 mm) on center.

4.4.3 Openings: Wall openings shall be framed with minimum No. 20 gage [0.0359 inch (0.91 mm)] metal.

4.4.4 Exterior Finish: One layer of minimum $\frac{1}{2}$ -inch-thick (12.7 mm) gypsum sheathing attached to the framing as described in Section 4.2 of this report. Combustible sheathing, such as fiberboard, plywood, oriented strand board and foam plastic, shall not be used.

4.4.5 Stud Cavity: R-11 fiberglass or rockwool ball, $\frac{3}{8}$ inches (92.1 mm) thick, shall be sized to friction-fit between studs.

4.4.6 Stucco: One layer of Pyro-Kure 600 vapor retarder, manufactured by Fortifiber, shall be applied over the gypsum sheathing with minimum 2-inch (50.8 mm) horizontal weather laps and maximum 6-inch (152.4 mm) vertical laps. The lath and Magna Wall shall be applied as noted in Sections 4.0 and 4.1 of this report.

4.5 USE ON SHEAR WALLS

The following assembly construction details shall be followed in order to obtain the shear value noted in Section 4.5.3. Other assemblies require that substantiating data be submitted to the building official for approval.

4.5.1 Interior face: Minimum $\frac{1}{2}$ -inch-thick (12.7 mm) gypsum wallboard, complying with ASTM C 36-95b, is fastened to nominal 2-inch-by-4-inch (50.8 mm by 101.6 mm) wood studs at 16 inches (406.4 mm) on center. Fasteners shall be $\frac{1}{8}$ -inch-long (41.3 mm) barbed gypsum wallboard nails fastened to framing at a maximum of 6 inches (152.4 mm) on center. Gypsum wallboard shall be placed horizontally or vertically, with edges blocked.

4.5.2 Exterior Face: The weather-resistive membrane, 1-inch-thick (25.4 mm) foam plastic, lath and coating shall be applied in accordance with Section 4.1 of this report.

4.5.3 Shear Value: The allowable shear value is 190 pounds per foot (2772.8 N/m) based on a 1:1 height-to-width ratio. In areas utilizing the Uniform Building Code, for structures in Seismic Zones 3 and 4, the allowable shear is limited to 95 pounds per foot (1313.5 N/m).

4.6 MISCELLANEOUS

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4.6.1 Inspection Requirements: Lath inspection shall be conducted when required by the applicable code.

4.6.2 Control Joints: Control joints are installed as specified by the architect, designer or builder, in that order. In the absence of details, control joints conforming with conventional three-coat plaster details shall be used, or joints shall be as required by the applicable code.

4.6.3 Curling: Moisture curing by fogging the finished wall lightly with water is required for a minimum of 48 hours after coating application. The fogging shall occur as often and as long as necessary to assure cement hydration.

4.6.4 Soffits: To apply Magna Wall over soffits, the coating is reinforced with metal lath complying with Section 703.6 of the 1995 One and Two Family Dwelling Code or the applicable model building code. Metal lath fastenings shall comply with Section 703.6 of the Dwelling Code, or the applicable model building code, except the fastener length shall be increased by the thickness of the substrates.

4.6.5 Sills: For sill depths of 6 inches (152.4 mm) or less, the coating and lath are applied over any substrate, provided the coating, lath, weather-resistive membrane, and substrate are installed in accordance with this report. Sills with depths exceeding 6 inches (152.4 mm) shall have solid wood or plywood substrates. The substrate shall be fastened in accordance with Table 602.3a of the 1995 One and Two Family Dwelling Code or the applicable model building code, over which a double layer of a weather-resistive membrane is applied. The weather-resistive membrane, coating, lath and optional EPS board shall be applied in accordance with Sections 4.0 and 4.1 of this report.

5.0 IDENTIFICATION

5.1 The factory-prepared mix is delivered to the jobsite in water-resistive bags with labels bearing the following information:

5.1.1 Name and address of manufacturer and the National Evaluation Service report number.

5.1.2 Identification of components.

5.1.3 Weight of packaged mix.

5.1.4 Storage instructions.

5.1.5 Maximum amount of water and other components permitted, and conditions that must be considered in determining the actual amounts added.

5.1.6 Curing instructions.

5.1.7 Concentrate or premix.

5.2 Foam plastic insulation shall be identified in accordance with Condition of Use 7.8 of this report.

6.0 EVIDENCE SUBMITTED

6.1 Report of racking load tests in accordance with ASTM E 72, by Testing Consultants, Inc., No. 090-06-053, dated June 27, 1989.

6.2 Report of freezing and thawing tests, by Testing Consultants, Inc., No. 09-06-041, dated June 1, 1989.

6.3 Report of accelerated-weathering tests in accordance with ASTM G 53, by Testing Consultants, Inc., No. 09-07-059, dated July 15, 1989.

6.4 Report of transverse load tests in accordance with ASTM E 72, by Testing Consultants, Inc., No. 09-05-140, dated May 30, 1989.

6.5 Report of full-scale fire-resistance tests in accordance with ASTM E 119, by Omega Point Laboratories, Inc., No. 9071-90722, dated October 15, 1990.

6.6 Report of compressive-strength tests in accordance with ASTM C 109, by Western Technologies, Inc., dated April 26, 1990.

6.7 Installation details and instructions, prepared by Magna Wall.

6.8 Report of carbon-arc weatherometer tests in accordance with ASTM G 23, by Ramtech Laboratories, Inc., No. 9275-91, issued November 11, 1991.

6.9 Report of noncombustibility tests in accordance with ASTM E 136, by Omega Point Laboratories, Inc., No. 9071-93222, dated March 17, 1992.

6.10 Report of fire tests, by Ramtech Laboratories, Inc., No. 9583A-92, dated December 14, 1992, and amended December 21, 1992.

6.11 Report of fire test, by Ramtech Laboratories, Inc., No. 9038-93, dated July 23, 1993.

6.12 Report of fire tests, by Ramtech Laboratories, Inc., No. 9979-93, dated December 10, 1993.

6.13 Reports of full-scale fire-resistance tests in accordance with ASTM E 119, by Omega Point Laboratories, Project No. 9071-99413 and Project No. 9071-99559, dated February 16, 1996, and May 6, 1996, respectively.

6.14 Report of water penetration tests of wall panels conducted in accordance with ASTM E 331, by Southwest Research Institute, SWRI Project 06-7536-229, dated February 1996.

6.15 Letter from Omega Point Laboratories, signed by Deggary Priest, dated November 18, 1996, indicating that extruded or expanded polystyrene, polyurethane or polyisocyanurate insulation can be used with the fire-resistive assemblies noted in Section 4.3.2 of this report.

6.16 Letter from Testing Consultants, Inc., signed by J. Patrick Callahan, dated September 11, 1996, regarding the specific gravity of the lumber and the type of fasteners used in the load tests.

7.0 CONDITIONS OF USE

That the Magna Wall Fiber-reinforced Stucco System described in this report complies with or is an acceptable alternate to systems specified in the BOCA National Building Code/1996, the 1997 Standard Building Code, the 1994 Uniform Building Code with 1996 Accumulative Supplement, and the 1995 CABO One and Two Family Dwelling Code, subject to the following conditions:

7.1 The material and methods of installation shall comply with this report.

7.2 Installation shall be by contractors approved by Magna Wall, Inc.

7.3 The system shall be limited to combustible construction except as noted under Section 4.4 of this report.

7.4 The system is recognized as a one-hour fire-resistive assembly when complying with Section 4.3 of this report. The fire-resistive assemblies, as described in Section 4.3 of this report, have been determined in accordance with ASTM E 119 for fire exposure on the surface to which Magna Wall is applied.

7.5 The building interior shall be separated from the foam plastic boards with a thermal barrier such as 1/2-inch (12.7 mm) gypsum wall-board applied in accordance with the applicable model code.

7.6 An installation card, as shown in Figure 3 of this report, shall be left at the jobsite for the owner and a copy filed with the building department.

7.7 The allowable wind load on the system with wood or steel studs spaced a maximum of 24 inches (609.6 mm) on center is 35 psf (1675.8 Pa) negative and 50 psf (2394.0 Pa) positive. Support framing shall be adequate to resist the required wind loads.

7.8 Foam plastics shall be labeled on units or packaging with the manufacturer's name and address, product name, flame-spread and smoke-developed ratings, density, and the name of the listing agency.

7.9 In areas using the Standard Building Code, foam plastic shall not be placed on exterior walls of wood construction within 6 inches of the ground in areas where hazard of termite damage is very heavy in accordance with Figure 2304.1.4 of the Standard B

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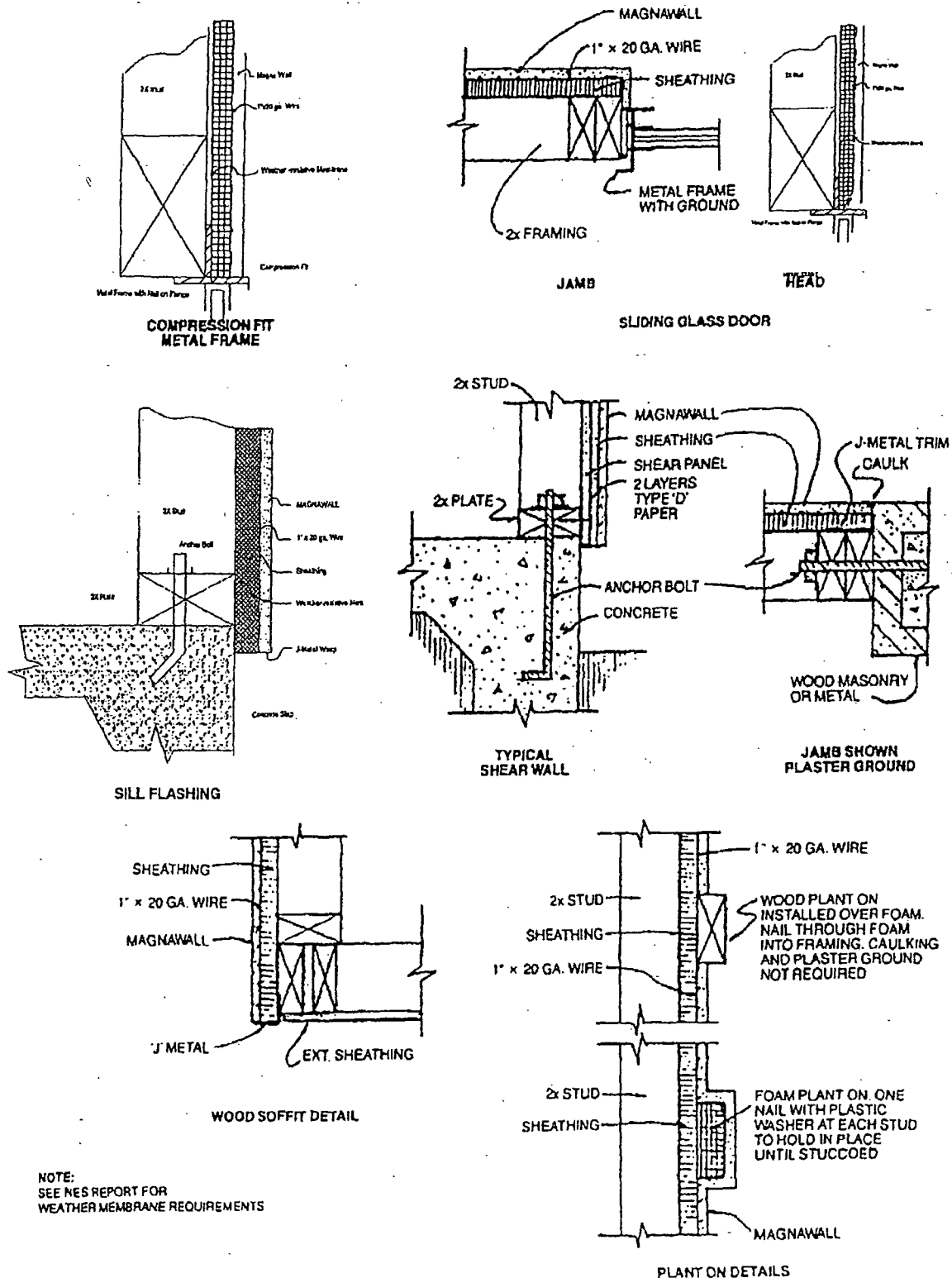


FIGURE 2—DETAILS FOR MAGNA WALL FIBER-REINFORCED STUCCO*

*These drawings are for illustration purposes only. They are not intended for use as construction documents for the purpose of fabrication or erection.

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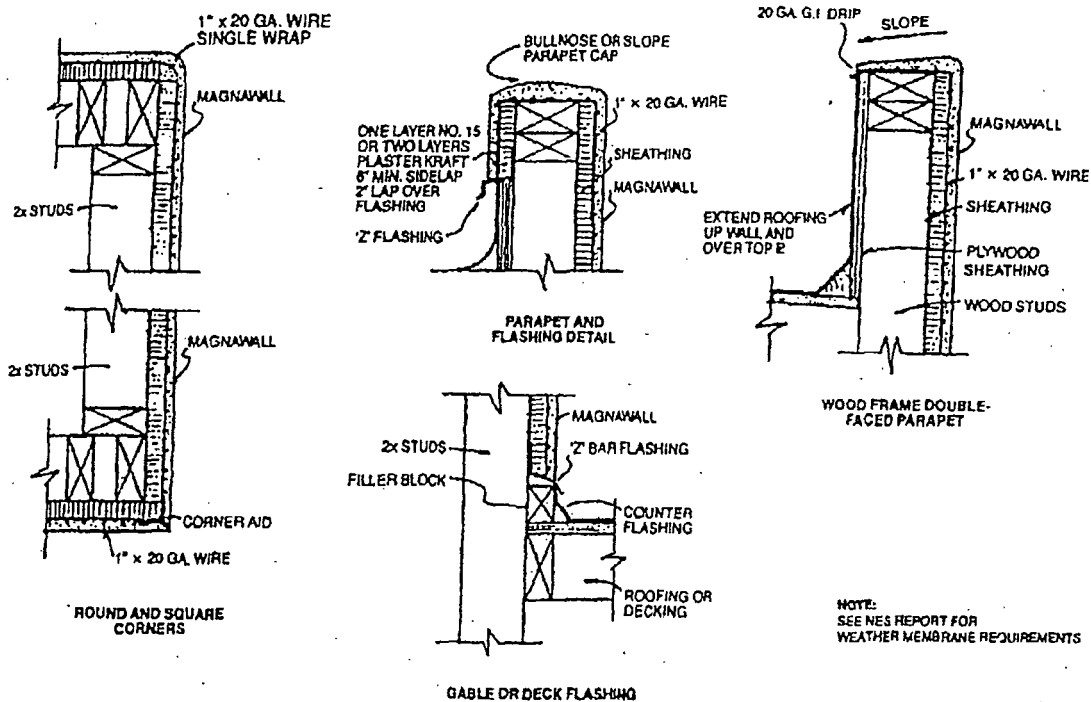


FIGURE 2—DETAILS FOR MAGNA WALL FIBER-REINFORCED STUCCO—(Continued)*

INSTALLATION CARD

Magna Wall Fiber-reinforced Stucco System
Magna Wall, Inc.

Job Address _____

National Evaluation Service
Report No. _____

Date of Job Completion _____

Plastering Contractor

Name: _____

Address: _____

Telephone No. () _____

Approved contractor number as
issued by the coating manufacturer _____

This is to certify that the exterior coating system on the building exterior at the above address has been
installed in accordance with the evaluation report specified above and the manufacturer's instructions.

Signature of authorized representative
of plastering contractor

Date

This installation card must be presented to the building inspector after completion of work and before
final inspection.

FIGURE 3

*These drawings are for illustration purposes only. They are not intended for use as construction documents for the purpose of fabrication or erection.

MWI 00119



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NATIONAL EVALUATION REPORT Report No. NER-459

Re-Issued July 1, 2002

DIVISION 09 – FINISHES

Section 09220 – Portland Cement Plaster

MANUFACTURER:

MAGNA WALL, INC.
5033 CALLAGHAN ROAD
SAN ANTONIO, TEXAS 78228
1-800-626-4391
www.magnawall.com

EVALUATION SUBJECT:

MAGNA WALL FIBER-REINFORCED
STUCCO SYSTEM

LISTEE:

SENERGY
3550 ST. JOHNS BLUFF ROAD SOUTH
JACKSONVILLE, FL 32224
www.senergyelfs.com

SENERGY ONE-COAT STUCCO

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1.0 SUBJECT

Magna Wall Fiber-reinforced Stucco System (Senergy One-Coat Stucco)

2.0 PROPERTY FOR WHICH EVALUATION IS SOUGHT

- 2.1 Weather resistance
- 2.2 Exterior wall covering
- 2.3 Fire-resistance
- 2.4 Structural performance

3.0 DESCRIPTION

3.1 General

Magna Wall Fiber-Reinforced Stucco System is an exterior cementitious wall finish consisting of a proprietary mixture of Portland cement, water, sand, synthetic fibers, and proprietary admixtures. The products are applied onto wire fabric or metal lath, that is mechanically fastened to the framing members. The system is intended for application over foam plastic boards, fiber board, plywood, oriented strand board, gypsum sheathing or GP Gypsum Dens-Glass Gold Sheathing substrates and attached to wood- or steel-framed exterior wall construction. The Magna Wall Stucco system is also applied directly over concrete or unit masonry substrates with or without lath.

3.2 Materials

3.2.1 Magna Wall Fiber-Reinforced Stucco: A factory-prepared mixture of Type I, II or III Portland cement complying with ASTM C150, synthetic fibers and proprietary admixtures. The mixture is packaged in 80 pound (36 kg) bags. Five to seven gallons (19 to 27 L) of water and 180 to 220 pounds (82 to 100 kg) of sand are mixed with each bag in the field. The product is also available in a factory-mixed pre-sanded form requiring only the addition of 2 to 4 gallons (8 to 15 L) of water. When required, colors may be added in accordance with the manufacturer's instructions.

As an alternative to 80 pound (36 kg) bags, the stucco mix is also available in bulk containers that are mixed at a manufacturing plant. The bulk products consist of two types, either the dry stucco mix pre-mixed with sand, or the dry stucco mix and sand contained in separate compartments within the bulk container and mixed at the site. The bulk container is delivered to the job site and field-mixed with water. The following conditions shall apply regarding the use of the stucco mix in bulk containers:

3.2.1.1 The bulk container shall bear an identification label information stated in Section 5.0 of this report.

3.2.1.2 A signed certificate from the manufacturing plant for each unit, stating the plant name and address, job site and address, date of manufacture, quantity and curing instructions. The ratio of batched sand amount to be combined with each 80 pounds (37 kg) of stucco mixture shall be stated in the certificate.

3.2.1.3 Procedures shall be provided to prevent tampering with the controls on the amount of product mixture and sand combined.

3.2.1.4 The stucco, sand and water ratios stated in Section 3.2.1 shall be maintained and verified by Magna Wall

3.2.2 Sand: Clean and free from deleterious amounts of loam, clay, silts, soluble salts, and organic matter. Sand gradation shall comply with ASTM C144, as stated in Table 1.

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Table 1

RETAINED ON U.S. STANDARD SIEVE	PERCENT PASSING +/- 2 PERCENT	
	NATURAL SAND	MANUFACTURED SAND
4.75 mm (No. 4)	100	100
2.36 mm (No.8)	95 to 100	95 to 100
1.18 mm (No. 16)	70 to 100	70 to 100
600 mm (No. 30)	40 to 75	40 to 75
300 mm (No. 50)	10 to 35	20 to 40
150 mm (No. 100)	2 to 15	10 to 25
75 mm (No. 200)	0 to 5	0 to 10

3.2.3 Lath

3.2.3.1 Wire-fabric Lath: Minimum No. 20 gage, 1 inch (25.4 mm) galvanized steel, woven-wire fabric. Other laths shall comply with ASTM C933 (welded) and ASTM C1032 (woven). Wire-fabric lath shall be self-furred when applied over all substrates except unbacked polystyrene. Self-furring lath shall be used in accordance with the following requirements:

3.2.3.1.1 The maximum overall wall coating thickness, using the minimum wire noted in **Section 3.2.3.1** of this report, shall be 1/2 inch (12.7 mm).

3.2.3.1.2 Furring crimps shall occur at maximum 6 inch (152 mm) intervals each way. Furring crimps shall provide a minimum 1/8 inch (3.2 mm) clearance from the substrate after installation.

3.2.3.2 Metal Lath: Lath shall comply with ASTM C847, with a minimum weight of 1.75 pounds per square yard (0.67 kg/m²). Furring and self-furring requirements shall be as set forth for wire-fabric lath.

3.2.4 Substrates

3.2.4.1 Foam Plastic Board: Foam plastic formed from expanded polystyrene resin, with a maximum flame spread index of 25 or less and a smoke-developed index not exceeding 450 when tested in accordance with ASTM E84 in the thickness intended for use. The foam boards shall have a minimum nominal density of 1.5 pounds per cubic foot (24.0 kg/m³). When used over open stud framing, the boards shall be a minimum of 1 inch (25.4 mm) thick and have a 3/8 inch (9.5 mm) projecting tongues with compatible grooves for horizontal joints. See **Figure 1** for joint detail. Foam plastic boards installed over solid substrates are permitted to have a minimum thickness of 3/4 inch (15.9 mm). The maximum board thickness shall not exceed 4 inches (25.4 mm). The insulation board shall be labeled in accordance with **Condition of Use 7.8** of this report.

3.2.4.2 Exterior Gypsum Sheathing Board: Water-resistant core gypsum sheathing complying with ASTM C79, minimum 1/2 inch (12.7 mm) thick.

3.2.4.3 Dens-Glass Gold Sheathing: Noncombustible, resinous coated, glass-fiber mat faced, water-resistant sheathing, minimum 1/2 inch (12.7 mm) thick, manufactured by G-P Gypsum Corporation (see NER-574).

3.2.4.4 Fiberboard: Asphalt impregnated fiberboard complying with ANSI/AHA A194.1 for regular density sheathing, minimum 7/16 inch (11.1 mm) thick.

3.2.4.5 Plywood: Exterior or Exposure 1 complying with US DOC PS 1. Minimum panel thickness shall be 5/16 inch (7.9 mm) thick for studs spaced a maximum of 16 inches (406 mm) on center, and minimum 3/8 inch (9.5 mm) thick with exterior glue for studs spaced a maximum of 24 inches (610 mm) on center. Plywood shall be installed in accordance with a nominal 1/8 inch (3.2 mm) spacing between sheets at ends and sides.

3.2.4.6 Oriented Strand Board: Exposure 1, performance-rated panels, complying with US DOC PS 2, minimum 3/8 inch (9.5 mm) thick. Panels shall be installed in accordance with a nominal 1/8 inch (3.2 mm) spacing between sheets at ends and sides.

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3.2.5 Sealants: Minimum of an acrylic latex sealant complying with ASTM C834.

3.2.6 Weather-resistive Barrier: A minimum of one layer of a weather-resistive barrier complying with the requirements of Chapter 14 of the applicable Code (Chapter 7 of the *International Residential Code*). E.I. DuPont Tyvek StuccoWrap is also permitted for use as an alternative to the weather-resistive barrier prescribed by the applicable code.

3.2.7 Flashing, trim and accessories: All flashings, trim, weep screeds, and corner reinforcement shall be of corrosion-resistant metal or approved plastic. Flashings shall be designed and installed to direct moisture from behind the system to the exterior of the cladding. Flashings shall be installed at the perimeter of all penetrations of the system. The weather-resistive barrier shall be shingle lapped over the nailing leg of the flashing in a manner to shed water.

4.0 INSTALLATION

4.1 General

All substrates on which the stucco products are intended to be installed shall be covered with a minimum of one layer of the weather-resistive barrier stated in **Section 3.2.6** of this report. The weather-resistive barrier is permitted to be omitted when the stucco is installed directly over cast concrete or unit masonry substrates.

Flashing, corner reinforcement, metal trim and weep screeds shall be installed as shown in this report. Weep screeds are installed at the bottom of the wall a minimum of 1 inch (25.4 mm) below the plate line, and a minimum of 4 inches (102 mm) above grade. The screed shall comply with the applicable code requirements and shall allow trapped water to drain to the building exterior.

The weather-resistive barrier, lath, and foam plastic board (when used) shall lap over the nailing leg of flashings and weep screeds as shown in the standard details at the end of this report.

At building corners, the stucco is permitted to be installed with either a square or rounded detail as shown in the details at the end of this report.

Corrosion-resistant fasteners for lath attachment to wood framing members shall penetrate a minimum of 1 inch (25.4 mm) into framing members. When the substrate consists of plywood or oriented strand board as stated in **Section 3.2.4.5** or **Section 3.2.4.6** of this report, the thickness of the sheathing is permitted to be considered in determining the 1 inch (25.4 mm) fastener penetration requirement. Fasteners for lath attachment to steel framing shall penetrate a minimum of 1/4 inch (6.4 mm) beyond the steel framing. The lath shall be embedded in the coating and shall be completely covered.

The exterior cementitious coating shall be applied by hand-trowelling or machine spraying in one or two coats at minimum nominal 3/8 inch (9.5 mm) overall thickness, except where self-furring wire lath is used (see **Section 3.2.3.1**). The coating shall be applied at ambient air temperatures between 35 and 120 degrees F (2 and 49°C) by applicators approved by Magna Wall, Inc. After application, the coating shall be protected from freezing air temperatures during the initial six hours of curing. The second coat, when provided, shall be applied within seven days after the first coat. If the second coat is not installed within seven days, a bonding adhesive, complying with Military Specification MIL-B-19235, shall be brushed or sprayed on the base coat or a bonding treatment shall be added to the mix of the second coat prior to application over the base coat.

Where the coating is job-mixed, an installation card, as noted in **Figure 4** of this report, shall be provided on the job-site with the name of the applicator and the product to be used, before any weather-resistive barrier or exterior sheathing is installed. Also, see **Section 7.6** of this report.

4.2 Application Over Open Framing

The weather-resistive barrier described in **Section 3.2.6** of this report shall be placed over open wood or steel framing. The framing shall be spaced a maximum of 24 inches (610 mm) on center. Wall bracing, in accordance with the applicable code, shall be installed. The foam plastic board described in **Section 3.2.4.1** of this report

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shall be placed horizontally with the tongue facing upward in 2 foot by 8 foot (610 mm by 2438 mm) sections and temporarily held in place with galvanized staples or roofing nails. Self-tapping screws shall be used to temporarily fasten the board to metal framing. Vertical butt joints of the foam boards shall be staggered a minimum of one framing space from the adjacent courses and occur directly over framing. In applications where the foam plastic board abuts a solid substrate, the butt joints in the foam plastic boards shall occur over a vertical framing member. The foam plastic board is permitted to be omitted where a solid substrate occurs. When the foam plastic boards are installed over a solid substrate, the vertical butt joints in the foam plastic are not required to occur over vertical framing or to be staggered.

The lath shall be installed over the foam plastic board and shall be fastened through the board to wood framing with minimum 2 inch (51 mm) long, No. 11 gage [0.148 inch (3.75 mm) shaft diameter], 3/8 inch (9.5 mm) diameter head] galvanized roofing nails or No. 16 gage [0.0625 inch (1.59 mm) shaft diameter, minimum 1/2 inch (12.7 mm) crown width] galvanized staples. Fasteners shall be spaced a maximum of 6 inches (152 mm) on center and shall be of sufficient length to achieve a minimum 1 inch (25.4 mm) penetration into the wood framing. The use of staples shall be limited to installations where the wood species has a minimum specific gravity of 0.42. The lath shall be fastened to steel framing members (minimum No. 20 gage [0.0359 inch (0.912 mm) thick]) using No. 8-18, S-12, panhead, self-tapping screws spaced a maximum of 6 inches (152 mm) on center. The screws shall be of sufficient length to penetrate the steel framing members a minimum of 1/4 inch (6.4 mm). The wire lath shall be applied with a minimum overlap between sheets of 1 inch (25.4 mm) at both ends and sides. The metal lath shall be applied with a minimum overlap of 1/2 inch (12.7 mm) at the sides and 1 inch (25.4 mm) at the ends.

The weather-resistive barrier, lath and foam plastic board shall lap over the nailing leg of the flashing as shown in the standard weep screed details at the end of this report. Corrosion-resistant weep screeds shall be installed at all locations where the horizontal edge of the foam plastic board is exposed after application of the stucco coating. Corrosion-resistant casing beads shall be installed at all locations where the vertical edge of the foam plastic board is exposed after application of the stucco coating. The evaluation of the this system is limited to use where penetrations through and terminations of the system are provided with flashing. The use of the system where sealant is the sole means of sealing penetrations is outside the scope of this report.

At penetration locations, such as windows and doors, the foam plastic board is permitted to be beveled at a 45 degree angle as shown in the details at the end of this report. At building corners, the stucco is permitted to be installed with either a square or rounded detail as shown in the details at the end of this report. When a rounded corner detail is provided, the foam plastic boards shall be held back slightly at each corner and additional corner reinforcement is not required. Where square corners are provided, metal corner reinforcement shall be installed.

4.3 Application Over Solid Substrates

All solid substrates, except for concrete and unit masonry, shall be covered with a minimum of one layer of weather-resistive barrier as described in [Section 3.2.6](#) of this report and the metal lath described in [Section 3.2.3](#) of this report. The installation of foam plastic boards over solid substrates is optional and shall be governed by the conditions stated in this report. When foam plastic boards are installed over solid substrates, the length of the fasteners used to attach the lath shall be increased by the thickness of the foam boards.

The weather-resistive barrier, flashings, accessories, metal lath and coating shall be installed as described in [Section 4.0](#) and [Section 4.3](#) of this report. Foam plastic insulation installed prior to lath installation shall be a minimum 1/2 inch (12.7) thick. When the system is installed over a foam plastic substrate, the weather-resistive barrier shall be installed over the EPS, except in areas adopting the *Standard Building Code* or *Uniform Building Code*, where the barrier is permitted to be installed behind the foam. When Tyvek StuccoWrap is used as the weather-resistive barrier, the barrier is permitted to be installed behind the foam for all applications. The installation of the weather-resistive barrier shall be as stated in [Section 4.1](#) of this report.

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At building corners, the stucco is permitted to be installed with either a square or rounded detail as shown in the details at the end of this report. Both square and rounded corners shall be provided with metal corner reinforcement.

In addition to the requirements stated in this section, **Sections 4.3.1 through 4.3.6** of this report contain requirements specific to the use of the coatings over specific substrate types.

4.3.1 Exterior Gypsum Sheathing: Water-resistant core gypsum sheathing, complying with **Section 3.2.4.2** of this report, shall be installed directly to wood or steel framing with studs spaced a maximum of 24 inches (610 mm) on center. The gypsum sheathing shall be fastened to wood framing with minimum 1 1/2 inch (38 mm) long, No. 11 gage [0.148 inch (3.75 mm) shaft diameter, 0.438 inch (11.1 mm) head diameter] galvanized roofing nails or No. 16 gage [0.0625 inch (1.59 mm)] shaft diameter]] galvanized staples spaced a maximum of 6 inches (152 mm) on center at the edges and at intermediate supports. For steel framing, the sheathing shall be attached to No. 20 gage [0.0359 inch thick (0.91 mm)] steel studs with No. 8-18, S-12 panhead, 1 inch long (25.4 mm), self-tapping screws spaced a maximum of 10 inches (254 mm) on center to all framing members.

4.3.2 Dens-Glass Gold Sheathing: Dens-Glass Gold sheathing, complying with **Section 3.2.4.3** of this report, shall be installed directly on wood or steel framing with studs spaced a maximum of 24 inches (610 mm) on center. The sheathing shall be fastened to wood or steel framing in accordance with the requirements contained in NER-574.

4.3.3 Fiberboard: Fiberboard sheathing, complying with **Section 3.2.4.4** of this report, shall be installed directly to wood or steel framing spaced a maximum of 24 inches (610 mm) on center. The walls shall be braced in accordance with the requirements of the applicable code. The fiberboard shall be temporarily held in place with corrosion-resistant staples, roofing nails, or self-tapping screws. For applications of the coatings over fiberboard attached to steel framing [minimum No. 20 gage, 0.0359 inch (0.912 mm) thick studs], the lath shall be secured to framing using No. 8-18, S-12, panhead, self-tapping screws spaced a maximum of 6 inches (152 mm) on center.

4.3.4 Plywood: Plywood, complying with **Section 3.2.4.5** of this report, shall be applied directly to wood or steel framing. The plywood shall be fastened to wood framing with minimum 6d common nails or minimum No. 16 gage [0.0625 inch (1.59 mm) shaft diameter] staples with 7/16 inch (11.1 mm) outside-diameter crowns, spaced a maximum of 6 inches (152 mm) on center at the edges and a maximum of 12 inches (305 mm) on center at intermediate supports. The plywood shall be applied to steel framing [minimum No. 20 gage, 0.0359 inch (0.912 mm) thick] in accordance with the applicable code.

4.3.5 Oriented Strand Board (OSB): The oriented strand board, complying with **Section 3.2.4.4** of this report, shall be installed to wood or steel framing. The OSB shall be fastened to wood framing as described in **Section 4.3.4** of this report for plywood.

4.3.6 Concrete and unit masonry: Concrete and unit masonry substrates shall comply with the requirements of the applicable code. The stucco and lath shall be applied as stated in **Section 4.0** and **Section 4.2** of this report, except that the minimum coating thickness is permitted to be 1/4 inch (6.4 mm). Additionally, the weather-resistive barrier is not required for installation over concrete and unit masonry substrates. When the stucco is installed over lath on concrete or masonry substrates, the lath shall be embedded in the coating and shall be completely covered by the stucco coating.

4.4 FIRE-RESISTANCE-RATED ASSEMBLIES

The assemblies listed in **Sections 4.4.1 through 4.4.5** and shown in **Figure 3** list specific substrates. Any of the following substrates are permitted to be used independently or in combination with each other in any of these assemblies:

- One layer of 1/2 inch (12.7 mm) thick water-resistant core gypsum sheathing.

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- One layer of 1 inch (25.4 mm) thick foam plastic insulation.
- One layer of 7/16 inch (11.1 mm) thick oriented strand board (OSB).
- One layer of 7/16 inch (11.1 mm) thick plywood.

4.4.1 One-hour Load-bearing Wall - Assembly 1:

4.4.1.1 Interior Face: One layer of 5/8 inch (15.9 mm) thick Type X gypsum wallboard, complying with ASTM C36, shall be attached with the long edge parallel to nominal 2 by 4 inch (51x102 mm) wood studs with 1 5/8 inch (41 mm) long galvanized steel, cup-head gypsum wallboard nails [0.30 inch (7.62 mm) head diameter, 0.010 inch (0.254 mm) shank diameter] spaced a maximum of 8 inches (203 mm) on center at all studs and plates. Stud spacing shall be a maximum of 16 inches (410 mm) on center or less. The joints and nail heads shall be covered with paper tape and gypsum compound. The stud cavities shall be filled with R-11 rock wool batt insulation having a minimum density of 1.45 lb/ft³ (23.2 kg/m³), or R-11 fiberglass insulation having a minimum density of 0.5 lb/ft³ (8.0 kg/m³).

4.4.1.2 Exterior Face: One layer of 1 inch (25.4 mm) thick foam plastic insulation with the material properties described in [Section 3.2.4.1](#) of this report. The substrates shall be installed on wood framing as described in [Section 4.1](#) and [Section 4.2](#) of this report. The weather-resistive barrier, flashings, lath and coating shall be applied to the substrate as described in [Section 4.1](#) and [Section 4.2](#) of this report.

4.4.1.3 Design: The wood stud axial stress is limited to $0.78 F'_c$ and shall not exceed $0.78 F'_c$ at an le/d ratio of 33. The maximum load on this system shall be limited to 1,100 pounds (4895 N) per stud, where:

F'_c = Allowable unit stress in compression parallel to the grain adjusted for le/d ratio.

le = Effective length of compression member, inches.

d = Least dimension, inches.

These design details are applicable only to the assembly described in [Section 4.4.1](#).

4.4.2 One-hour Load-bearing Wall - Assembly 2:

4.4.2.1 Interior Face: One layer of 5/8 inch (15.9 mm) thick Type X gypsum wallboard, complying with ASTM C36, shall be attached with the long edge parallel to nominal 2 by 4 inch (51x102 mm) wood studs with 1 5/8 inch (41 mm) long galvanized steel, cup-head gypsum wallboard nails [0.30 inch (7.62 mm) head diameter, 0.010 inch (0.254 mm) shank diameter] spaced a maximum of 8 inches (203 mm) on center at all studs and plates. Stud spacing shall be a maximum of 16 inches (410 mm) on center or less. The joints and nail heads shall be covered with paper tape and gypsum compound. The stud cavities shall be filled with R-11 rock wool batt insulation having a minimum density of 1.45 lb/ft³ (23.2 kg/m³), or R-11 fiberglass insulation having a minimum density of 0.5 lb/ft³ (8.0 kg/m³).

4.4.2.2 Exterior Face: One layer of 7/16 inch (11.1 mm) thick oriented strand board (OSB) with the material properties described in [Section 3.2.4.6](#) of this report. The substrates shall be installed on wood framing as described in [Section 4.1](#) and [Section 4.3](#) of this report. The weather-resistive barrier, flashings, lath and coating shall be applied to the substrate as described in [Section 4.1](#) and [Section 4.3](#) of this report.

4.4.2.3 Design: The wood stud axial stress is limited to $0.78 F'_c$ and shall not exceed $0.78 F'_c$ at an le/d ratio of 33. The maximum load on this system shall be limited to 1,100 pounds (4895 N) per stud, where:

F'_c = Allowable unit stress in compression parallel to the grain adjusted for le/d ratio.

le = Effective length of compression member, inches.

d = Least dimension, inches.

These design details are applicable only to the assembly described in [Section 4.4.2](#).

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4.4.3 One-hour Load-bearing Wall - Assembly 3:

4.4.3.1 Interior Face: One layer of 5/8 inch (15.9 mm) thick Type X gypsum wallboard, complying with ASTM C36, shall be attached with the long edge parallel to nominal 2 by 4 inch (51x102 mm) wood studs with 1 5/8 inch (41 mm) long galvanized steel, cup-head gypsum wallboard nails [0.30 inch (7.62 mm) head diameter, 0.010 inch (0.254 mm) shank diameter] spaced a maximum of 8 inches (203 mm) on center at all studs and plates. Stud spacing shall be a maximum of 16 inches (410 mm) on center or less. The joints and nail heads shall be covered with paper tape and gypsum compound. The stud cavities shall be filled with R-11 rock wool batt insulation having a minimum density of 1.45 lb/ft³ (23.2 kg/m³), or R-11 fiberglass insulation having a minimum density of 0.5 lb/ft³ (8.0 kg/m³).

4.4.3.2 Exterior Face: One layer of 7/16 inch (11.1 mm) thick plywood with the material properties described in [Section 3.2.4.5](#) of this report. The substrates shall be installed on wood framing as described in [Section 4.1](#) and [Section 4.3](#) of this report. The weather-resistive barrier, flashings, lath and coating shall be applied to the substrate as described in [Section 4.1](#) and [Section 4.3](#) of this report.

4.4.3.3 Design: The wood stud axial stress is limited to $0.78 F_c$ and shall not exceed $0.78 F_c$ at an le/d ratio of 33. The maximum load on this system shall be limited to 1,100 pounds (4895 N) per stud, where:

F_c = Allowable unit stress in compression parallel to the grain adjusted for le/d ratio.

le = Effective length of compression member, inches.

d = Least dimension, inches.

These design details are applicable only to the assembly described in [Section 4.4.3](#).

4.4.4 One-hour Load-bearing Wall - Assembly 4:

4.4.4.1 Interior Face: One layer of 5/8 inch (15.9 mm) thick Type X gypsum wallboard, complying with ASTM C36, shall be attached with the long edge parallel to nominal 2 by 4 inch (51x102 mm) wood studs with 1 5/8 inch (41 mm) long galvanized steel, cup-head gypsum wallboard nails [0.30 inch (7.62 mm) head diameter, 0.010 inch (0.254 mm) shank diameter] spaced a maximum of 8 inches (203 mm) on center at all studs and plates. Stud spacing shall be a maximum of 16 inches (410 mm) on center or less. The joints and nail heads shall be covered with paper tape and gypsum compound. The stud cavities shall be filled with R-11 rock wool batt insulation having a minimum density of 1.45 lb/ft³ (23.2 kg/m³), or R-11 fiberglass insulation having a minimum density of 0.5 lb/ft³ (8.0 kg/m³).

4.4.4.2 Exterior Face: One layer of 1/2 inch (12.7 mm) thick water-resistant core gypsum sheathing with the material properties described in [Section 3.2.4.2](#) of this report. The substrates shall be installed on wood framing as described in [Section 4.1](#) and [Section 4.3](#) of this report. The weather-resistive barrier, flashings, lath and coating shall be applied to the substrate as described in [Section 4.1](#) and [Section 4.3](#) of this report.

4.4.4.3 Design: The wood stud axial stress is limited to $0.78 F_c$ and shall not exceed $0.78 F_c$ at an le/d ratio of 33. The maximum load on this system shall be limited to 1,600 pounds (7117 N) per stud, where:

F_c = Allowable unit stress in compression parallel to the grain adjusted for le/d ratio.

le = Effective length of compression member, inches.

d = Least dimension, inches.

These design details are applicable only to the assembly described in [Section 4.4.4](#).

4.4.5 One-hour Non-Load-bearing Wall Assembly:

4.4.5.1 Interior Face: One layer of 5/8 inch (15.9 mm) thick Type X gypsum wallboard complying with ASTM C36, water-resistant gypsum backing board complying with ASTM C630, or gypsum veneer base complying with ASTM C568, shall be applied horizontally to the interior face of wood studs with nominal dimensions of 2 by 4 inches (51x102 mm), spaced a maximum of 24 inches (610

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mm) on center. The wallboard shall be attached with 6d coated nails complying with ASTM C514 [1 7/8 inch (48 mm) long, 1/4 inch (6.4 mm) diameter heads] spaced a maximum of 7 inches (178 mm) on center, at studs, plates and blocking. All wallboard joints shall be backed with minimum nominal 2 by 4 inch (51x102 mm) wood framing, and shall be taped and treated with joint compound. Fastener heads shall also be treated with joint compound.

4.4.5.2 Exterior Face: One layer of minimum 5/8 inch (15.9 mm) thick, Type X, water-resistant core gypsum sheathing as described in [Section 3.2.4.2](#) of this report, 48 inches (1219 mm) wide, shall be applied parallel to studs and shall be fastened with No. 11 gage [0.148 inch (3.75 mm) shaft diameter, 0.438 inch (11.1 mm) head diameter] galvanized roofing nails, 1 3/4 inches (45 mm) long with 7/16 or 1/2 inch (11.1 or 12.7 mm) diameter heads, spaced a maximum of 4 inches (102 mm) on center at board edges and a maximum of 7 inches (178 mm) on center at intermediate studs and top and bottom plates. The nails shall penetrate a minimum of 1 inch (25.4 mm) into studs. The weather-resistive barrier, flashings, lath and coating shall be applied to the substrate as described in [Section 4.1](#) and [Section 4.3](#) of this report.

4.5 NONCOMBUSTIBLE CONSTRUCTION

The stucco system is permitted for use on walls required to be of noncombustible construction, when the walls are constructed as follows:

4.5.1 Interior finish: One layer of 5/8 inch (15.9 mm) thick Type X gypsum wallboard, complying with ASTM C36, is vertically applied to steel framing with blocked edges. The wallboard shall be fastened to framing with minimum 1 inch (25.4 mm) long, No. 8-18, S-12, self-tapping screws spaced a maximum of 6 inches (152 mm) on center. All board joints shall be taped and treated with joint compound. Fastener heads shall be covered with joint compound.

4.5.2 Steel Framing: Minimum 3 5/8 inch (92 mm) deep, No. 20 gage [0.0359 inch (0.91 mm) thick] steel framing. Studs shall be spaced a maximum of 16 inches (410 mm) on center.

4.5.3 Openings: Wall openings shall be framed with minimum No. 20 gage [0.0359 inch (0.91 mm)] metal.

4.5.4 Exterior Finish: One layer of minimum 1/2 inch (12.7 mm) thick gypsum sheathing, attached to the framing as described in [Section 4.3.1](#) of this report. Combustible sheathing shall not be permitted.

4.5.5 Stud Cavity: R-11 fiberglass or rock wool batt, 3 5/8 inch (92 mm) thick, sized to friction-fit between studs.

4.5.6 Stucco: One layer of Pyro-Kure 600 vapor retarder, manufactured by Fortifiber, shall be applied over the gypsum sheathing with minimum 2 inch (51 mm) horizontal weather laps and maximum 6 inch (152 mm) vertical laps. The lath and coating shall be applied as noted in [Section 4.1](#) and [Section 4.3](#) of this report.

4.6 USE ON SHEAR WALLS

4.6.1 Interior face: Minimum 1/2 inch (12.7 mm) thick gypsum wallboard, complying with ASTM C36, fastened to nominal 2 by 4 inch (51x102 mm) wood studs at 16 inches (406.4 mm) on center. Fasteners shall be 1 5/8 inch (41.3 mm) long barbed gypsum wallboard nails fastened to framing at a maximum of 6 inches (152 mm) on center. Gypsum wallboard shall be placed horizontally or vertically, with edges blocked.

4.6.2 Exterior Face: The weather-resistive barrier, 1 inch (25.4 mm) thick foam plastic, lath and coating shall be applied in accordance with [Section 4.1](#), [Section 4.2](#) and [Section 4.3](#) of this report.

4.6.3 Shear Value: The allowable shear value is 190 pounds per foot (2773 N/m) based on a 1:1 height-to-width ratio. In areas utilizing the *Uniform Building Code*, for structures in Seismic Zones 3 and 4, the allowable shear is limited to 95 pounds per foot (1314 N/m).

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4.7 MISCELLANEOUS

4.7.1 Inspection Requirements: Lath inspection shall be conducted in accordance with the requirements of the applicable code.

4.7.2 Control Joints: Control joints shall be installed as specified on the construction documents. In the absence of details, control joints shall be detailed and installed in accordance with ASTM C1063 for three-coat plaster, or as required by the applicable code.

4.7.3 Curing: Moisture curing by fogging the finished wall lightly with water shall be provided for a minimum of 48 hours after coating application. The fogging shall occur as often and as long as necessary to assure cement hydration.

4.7.4 Soffits: When applied over soffits, the coating shall be reinforced with metal lath complying with Section 703.6 of the *International Residential Code* or the applicable code. Metal lath fastening shall comply with the applicable model building code, except the fastener length shall be increased by the thickness of the substrates.

4.7.5 Sills: For sill depths of 6 inches (152 mm) or less, the coating and lath are applied over any substrate, provided the coating, lath, weather-resistive barrier, and substrate are installed in accordance with this report. Sills with depths exceeding 6 inches (152 mm) shall have solid wood or plywood substrates. The substrate shall be fastened in accordance with the requirements of the applicable code, and a double layer of a weather-resistive barrier shall be applied over the sill substrate. The weather-resistive barrier, coating, lath and optional foam plastic board shall be applied in accordance with [Section 4.1](#), [Section 4.2](#) and [Section 4.3](#) of this report.

5.0 IDENTIFICATION

5.1 The factory prepared mix is deliverable to the job site in water-resistive bags with labels bearing the following information:

5.1.1 Name and address of manufacturer and the National Evaluation Service report number.

5.1.2 Identification of components.

5.1.3 Weight of packaged mix.

5.1.4 Storage instructions.

5.1.5 Maximum amount of water and other components permitted, and conditions to be considered in determining the actual amounts added.

5.1.6 Curing instructions.

5.1.7 Concentrate or premix.

5.2 Foam plastic insulation shall be identified in accordance with Condition of Use 7.8 of this report.

6.0 EVIDENCE SUBMITTED

6.1 Reports of test, performed by Testing Consultants, Inc.:

6.1.1 Report of racking load tests in accordance with ASTM E72, Report No. 090-06-053, dated June 27, 1989.

6.1.2 Report of freeze-thaw tests, Report No. 09-06-041, dated June 1, 1989.

6.1.3 Report of accelerated weathering tests in accordance with ASTM G53, Report No. 09-07-059, dated July 15, 1989.

6.1.4 Report of transverse load tests in accordance with ASTM E72, Report No. 09-95-140, dated May 30, 1989.

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6.1.5 Letter from Testing Consultants, Inc. signed by J. Patrick Callahan, dated September 11, 1996, regarding the specific gravity of the lumber and the type of fasteners used in the load tests.

6.2 Report of compressive strength tests in accordance with ASTM C109, by Western Technologies, Inc., dated April 26, 1990.

6.3 Installation details and instructions, prepared by Magna Wall.

6.4 Report of tests, performed by Ramtech Laboratories, Inc.:

6.4.1 Report of carbon-arc weatherometer tests in accordance with ASTM G23, Report No. 9275-91, issued November 11, 1991.

6.4.2 Report of fire tests, Report No. 9583A-92 dated December 14, 1992; and amended December 21, 1992.

6.4.3 Report of fire test, Report No. 9838-93, dated July 23, 1993.

6.4.4 Report of fire tests, Report No. 9979-93, dated December 10, 1993.

6.5 Reports of tests, performed by Omega Point Laboratories:

6.5.1 Report of full scale fire-resistance tests in accordance with ASTM E119, Project No. 9071-99413, dated February 16, 1996.

6.5.2 Reports of full scale fire-resistance tests in accordance with ASTM E119, Project No. 9071-99559, May 6, 1996.

6.5.3 Report of full scale fire-resistance tests in accordance with ASTM E119, by Project No. 9071-90722, dated October 15, 1990.

6.5.4 Report of noncombustibility tests in accordance with ASTM E136, by Project No. 9071-93222, dated March 17, 1992.

6.5.5 Reports of full scale fire-resistance tests in accordance with ASTM E119, Project No. 9071-104916, July 27, 1999.

6.5.6 Letter from Omega Point Laboratories, signed by Deggary Priest, dated November 18, 1996, indicating that extruded or expanded polystyrene, polyurethane or polyisocyanurate insulation can be used with the fire-resistance-rated assemblies noted in [Section 4.4](#) of this report.

6.6 Report of water penetration tests of wall panels conducted in accordance with ASTM E331, by Southwest Research Institute, SwRI Project 06-7536-229, dated February 1996.

7.0 CONDITIONS OF USE

The National Evaluation Service Committee finds that Magna Wall Fiber-reinforced Stucco Systems as described in this report comply with or are suitable alternates to those specified in the 2000 *International Building Code* and 2001 Supplement, 2000 *International Residential Code* and 2001 Supplement, *BOCA National Building Code/1999*, the 1999 *Standard Building Code*, the 1997 *Uniform Building Code*, and the 1998 *International One- and Two-Family Dwelling Code*, subject to the following conditions:

7.1 The material and methods of installation shall comply with this report.

7.2 Installation shall be by contractors approved by Magna Wall, Inc.

7.3 The system shall be limited to combustible construction except as noted under [Section 4.5](#) of this report.

7.4 The system is recognized as a component of a one-hour fire-resistive assembly when complying with the assemblies described in [Section 4.4](#) of this report. The fire-resistive assemblies are limited to use on exterior walls where the fire exposure is from the exterior only.

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- 7.5 When foam plastic boards are used with these products, the foam plastic shall be separated from the building interior with a thermal barrier of 1/2 inch (12.7 mm) thick gypsum wallboard, applied in accordance with applicable code.
- 7.6 An installation card, as shown in **Figure 4** of this report, shall be left at the job site for the owner and a copy filed with the building department.
- 7.7 The allowable wind load on the system with wood or steel studs spaced a maximum 24 inches (610 mm) on center is 35 lb/ft² (1.7 kPa) negative and 50 lb/ft² (2.4 kPa) positive. Support framing shall be designed to resist the required design wind loads.
- 7.8 Foam plastic boards used with these products shall be labeled on units or packaging with the manufacturer's name and address, product name, flame-spread and smoke-developed indices, nominal density, and the name of the listing agency.
- 7.9 Foam plastic shall not be placed on exterior walls of wood construction located within 6 inches (152 mm) of the ground in areas where hazard of termite damage is very heavy in accordance with Section 324.4 of the *International Residential Code* Section 2603.3 of the *Standard Building Code*, or Section 323.4 of the *International One- and Two-Family Dwelling Code*.
- 7.10 In jurisdictions adopting the *International Building Code*, *International Residential Code* or *BOCA National Building Code*, the weather-resistive barrier shall be installed over the foam plastic substrate, except where the foam plastic is installed over open framing or when Tyvek StuccoWrap is used as the weather-resistive barrier.
- 7.11 This report is subject to periodic re-examination. For information on the current status of this report, consult the **NES Product Evaluation Listing** or contact the **NES**.

FOAM PLASTIC INSULATION BOARD

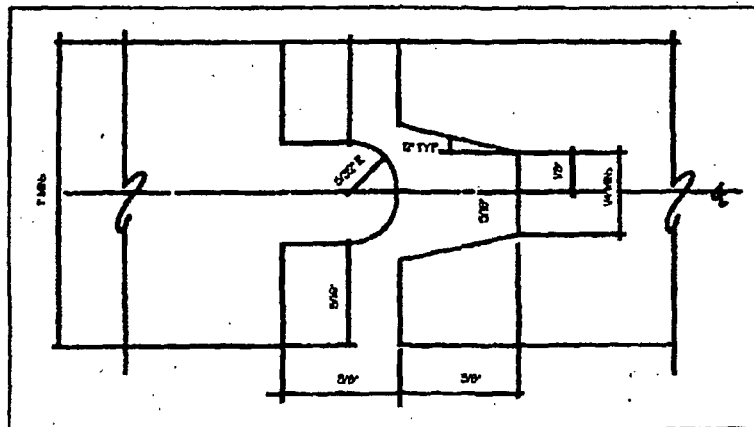
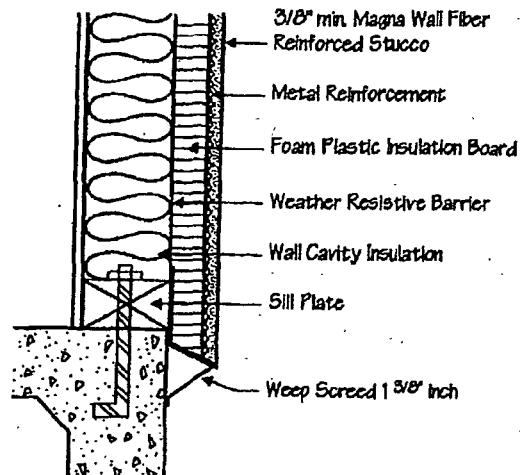
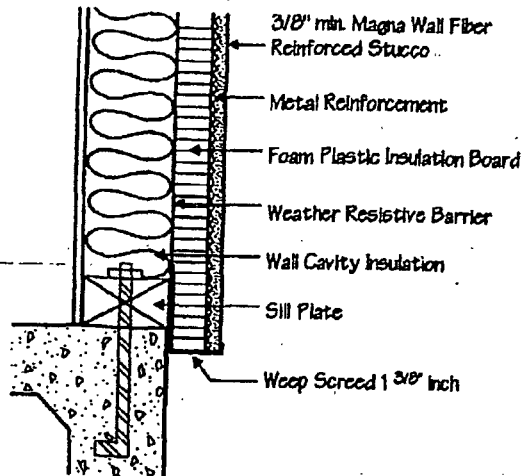


Figure 1* - Tongue and Groove Detail

WEEP SCREED – FOAM SUBSTRATE



WEEP SCREED – SOLID SUBSTRATE

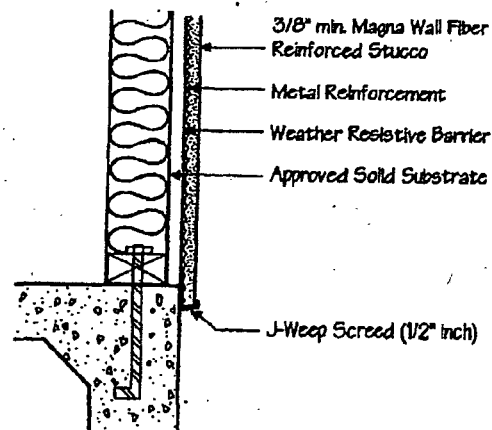
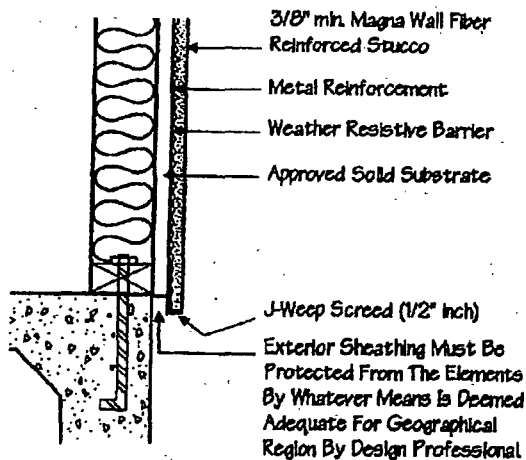


Figure 2* – Typical Installation Details

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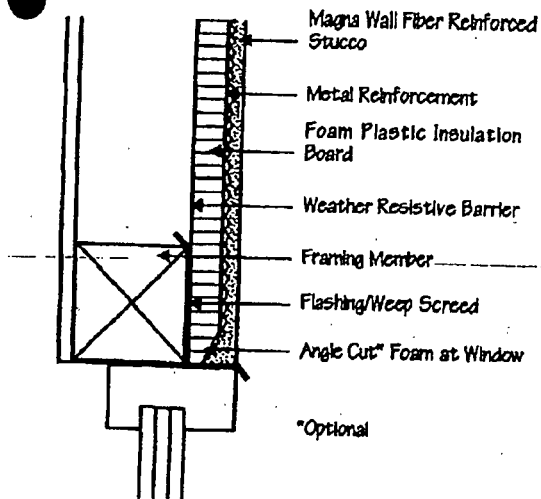
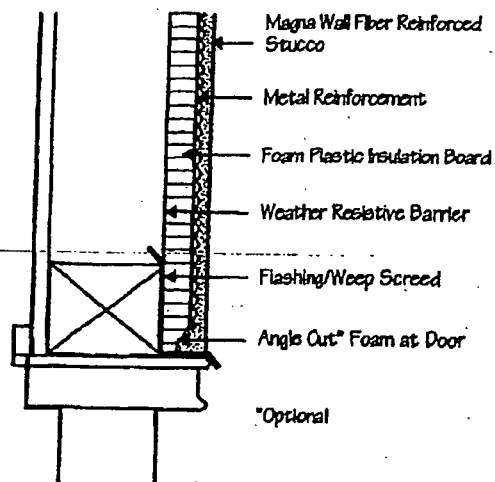
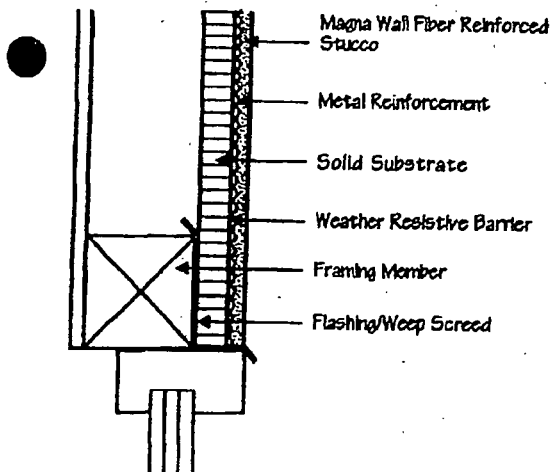
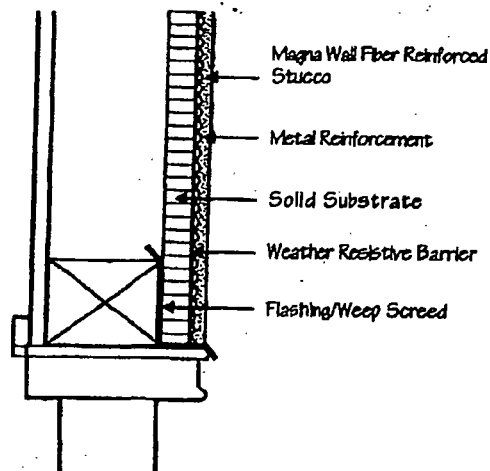
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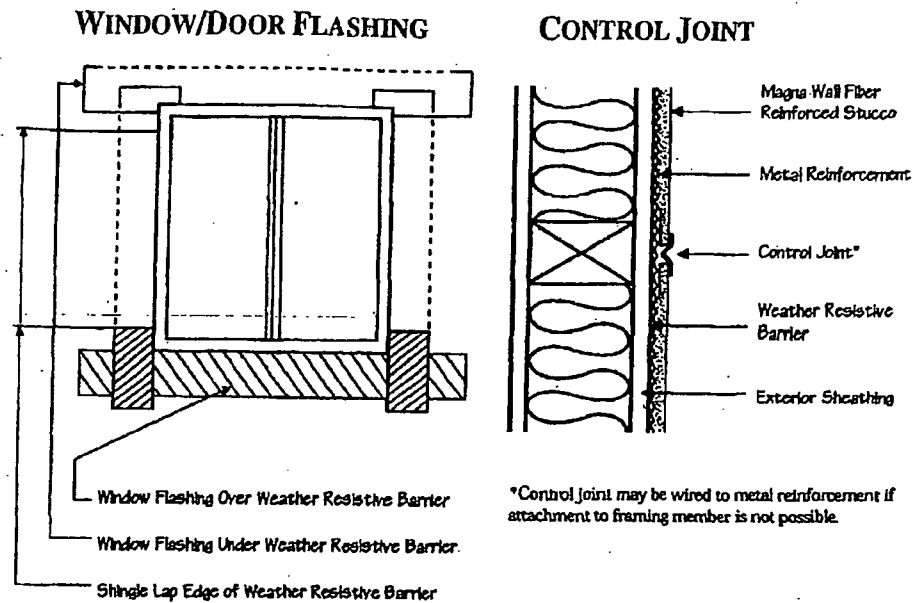
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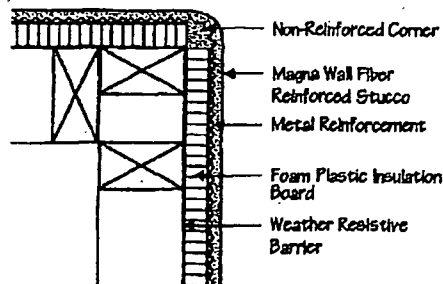
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TYPICAL WINDOW – FOAM SUBSTRATE**TYPICAL DOOR – FOAM SUBSTRATE****TYPICAL WINDOW – SOLID SUBSTRATE****TYPICAL DOOR – SOLID SUBSTRATE****Figure 2* – Typical Installation Details – (Continued)****1.0 SUBJECT****2.0 PROPERTY FOR WHICH
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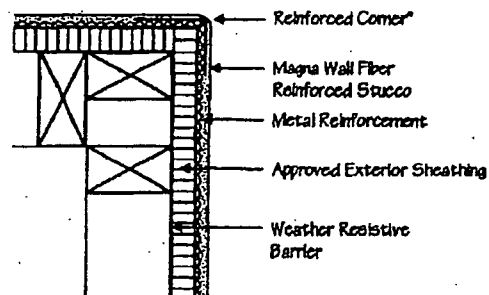
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NON-REINFORCED ROUNDED CORNERS – FOAM SUBSTRATE



REINFORCED ROUNDED CORNERS – FOAM OR SOLID SUBSTRATE



* Reinforced corner may be a second layer of woven wire lath or expanded metal lath with a two inch leg (min) or a galvanized metal or plastic corner bead.

Figure 2* – Typical Installation Details – (Continued)

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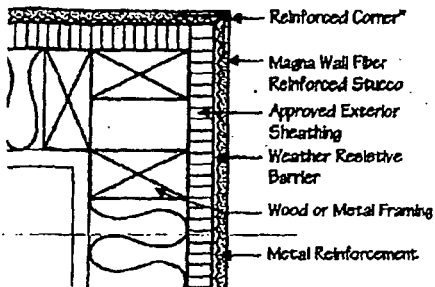
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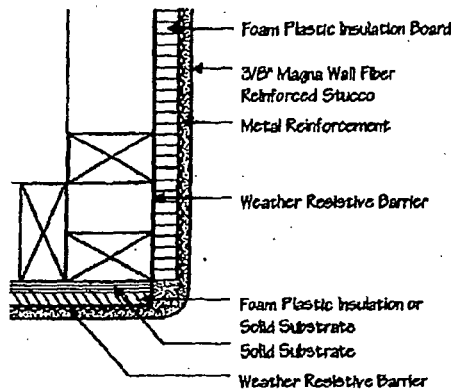
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SQUARE CORNER – FOAM OR SOLID SUBSTRATE

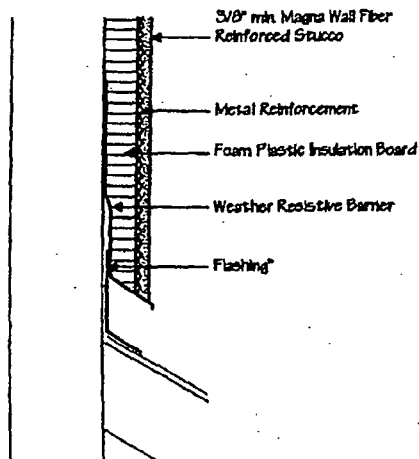


*Reinforced corner may be a second layer of woven wire lath or expanded metal lath with a two inch leg (min) or a galvanized metal or plastic corner bead.

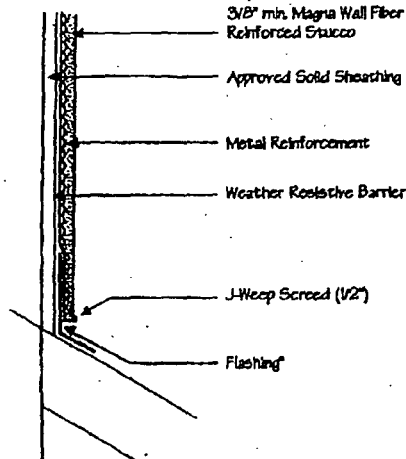
NON-REINFORCED CORNER DETAIL AT TRANSITION FROM OPEN FRAMING TO SOLID SUBSTRATE



TERMINATION AT FLASHING ON ROOF



TERMINATION AT FLASHING ON ROOF – SOLID SUBSTRATE



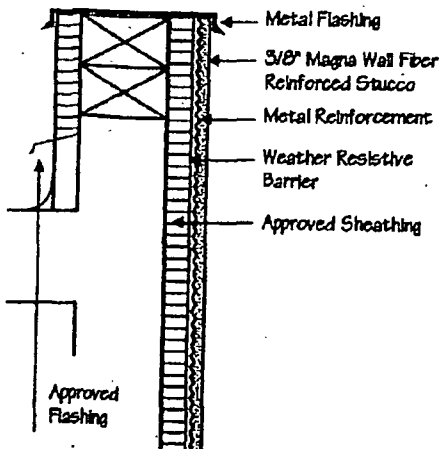
* Flashing is installed by others. Installation requires only shingle lap of the weather resistive barrier onto the approved flashing. Flashing materials and installation shall be in accordance with the code.

Figure 2* – Typical Installation Details – (Continued)

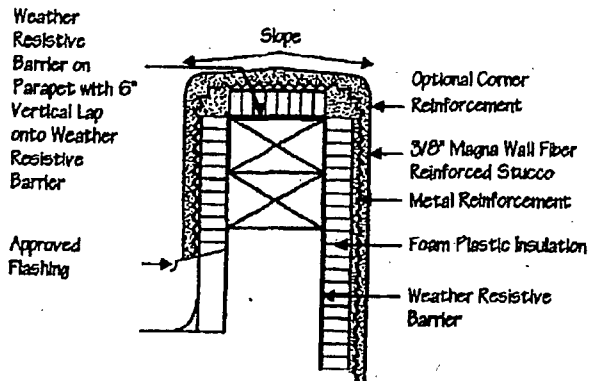
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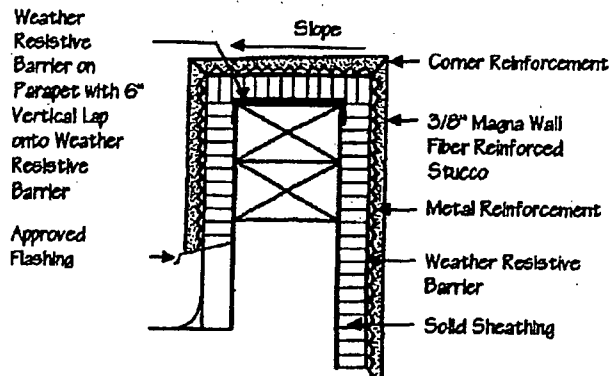
PARAPET WITH METAL CAP FOAM OR SOLID SUBSTRATE



PARAPET WITHOUT METAL CAP FOAM OR SUBSTRATE



PARAPET WITHOUT METAL CAP SOLID SUBSTRATE



DIRECT APPLICATION TO CONCRETE OR CONCRETE MASONRY UNITS

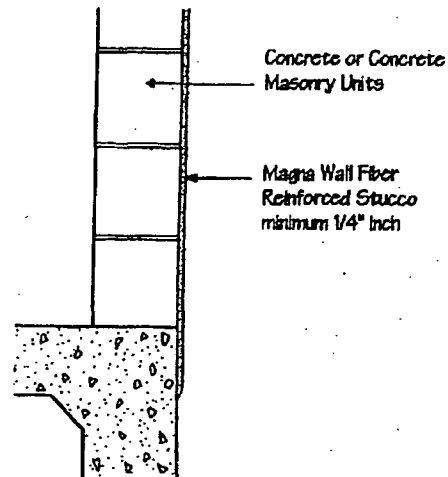


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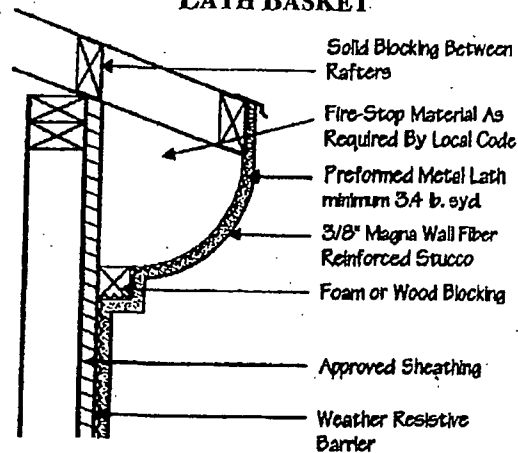
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LATH BASKET

Note: Shape and design of Lath Basket may vary

A WEEP SYSTEM FOR ONE-COAT STUCCO INSTALLATIONS

Vinyl tubes 1/2" in diameter are inserted into holes drilled through stucco finish to a keyway formed at edges of concrete slab as shown. Building paper is brought down over sill plates terminating at keyway. Water that may inadvertently find its way behind the plaster assembly is directed downward by building paper to keyway which serves as a receptacle for water. Water then finds its way to the exterior through vinyl tubes spaced 48" o.c. along the open keyway under stucco finish.

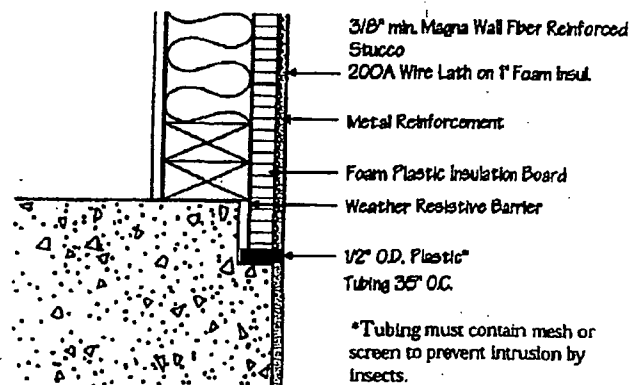


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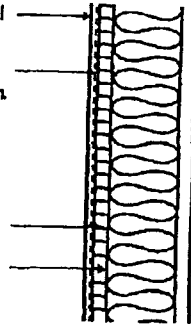
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3/8" min Thk. Magna Wall
Stucco

20 GA. 1" Galv. Steel
Woven Wire Fabric or min.
175 Diamond Mesh S.F.
Fully Embedded Into
Stucco

1" Thk. Foam Board

1 Layer Grade 'D'
Kraft Paper



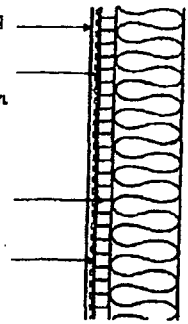
ASSEMBLY 1
4.4.1

3/8" min Thk. Magna Wall
Stucco

20 GA. 1" Galv. Steel
Woven Wire Fabric or min.
175 Diamond Mesh S.F.
Fully Embedded Into
Stucco

min. 7/16" Oriented
Strand Board

2 Layers Grade 'D'
Kraft Paper



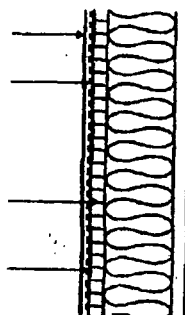
ASSEMBLY 2
4.4.2

3/8" min Thk. Magna Wall
Stucco

20 GA. 1" Galv. Steel
Woven Wire Fabric or min.
175 Diamond Mesh S.F.
Fully Embedded Into
stucco

min. 7/16 plywood

2 Layers Grade 'D'
Kraft Paper



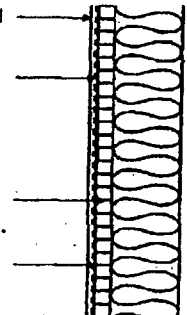
ASSEMBLY 3
4.4.3

3/8" min Thk. Magna Wall
Stucco

20 GA. 1" Galv. Steel
Woven Wire Fabric or min.
175 Diamond Mesh S.F.
Fully Embedded Into
Stucco

1/2" WR Gypsum
Sheathing

1 Layer Grade 'D'
Kraft Paper



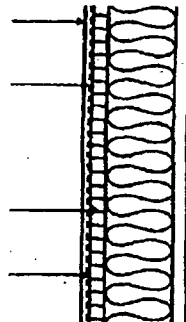
ASSEMBLY 4
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3/8" min Thk. Magna Wall
Stucco

20 GA. 1" Galv. Steel
Woven Wire Fabric or min.
175 Diamond Mesh S.F.
Fully Embedded Into
Stucco

5/8" WR Gypsum
Sheathing

1 Layer Grade 'D'
Kraft Paper



ASSEMBLY 5
4.4.5

Note: For design limits, and other related information please refer to the section of this report listed on the individual assembly

**One-Hour Bearing-Wall,
Fire-Resistance-Rated Assemblies
Figure 3***

1.0 SUBJECT

**2.0 PROPERTY FOR WHICH
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3.0 DESCRIPTION

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EVALUATION REPORT

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Filing Category: EXTERIOR COATINGS (060)

MAGNA WALL FIBER-REINFORCED STUCCO PRODUCTS

MAGNA WALL, INC.
POST OFFICE BOX 847
BOERNE, TEXAS 78006

SENERGY, INC.
3550 ST. JOHNS BLUFF ROAD SOUTH
JACKSONVILLE, FLORIDA 32224

1.0 SUBJECT

Magna Wall Fiber-reinforced Stucco Products.

2.0 DESCRIPTION

2.1 General:

Magna Wall Fiber-reinforced Stucco Products are exterior cementitious wall coatings consisting of proprietary mixtures of portland cement, water, sand, fibers and proprietary admixtures. The products are applied onto wire fabric or metal lath, which is mechanically fastened to the framing members. Approved substrates are foam plastic insulation board, Fome Cor Board Lathing Material, exterior gypsum sheathing, Dens Glass Gold Gypsum Board, exterior plywood, oriented strand board (OSB), fiberboard, and ThermoPly exterior sheathing attached to wood or steel construction. Products may also be applied over concrete or concrete masonry units with or without metal reinforcement. When applied directly without metal reinforcement, the minimum thickness of the product is $\frac{1}{4}$ inch (6.4 mm). Product may be installed over insulated concrete form (ICF) systems, provided the ICF system is designed to allow mechanical attachment of woven wire or expanded metal lath. Coating applied to ICF systems with lath shall be a minimum of $\frac{3}{8}$ inch (9.5 mm) thick.

2.2 Materials:

2.2.1 Magna Wall Fiber-reinforced Stucco: Magna Wall Fiber-reinforced Stucco is a factory-prepared mixture of Type I, II or III portland cement complying with ASTM C 150-94, fibers and proprietary admixtures. The mixtures are packaged in 80-pound (36.29 kg) bags. Five to seven gallons (18.9 to 26.5 L) of clean water and 180 to 240 pounds (81.65 to 99.8 kg) of sand are added to each bag in the field, and the materials are mixed in accordance with the manufacturer's recommendations. Product is also available in a pre-sanded form from the factory, requiring only the addition of 2 to 4 gallons (7.6 to 15.2 L) of clean water. When required, colors may be added in accordance with the manufacturer's instructions for mixing, which are printed on each bag.

An alternative method permits the product to be blended at a batching plant and delivered with sand in a bulk container to the jobsite, where it is field-mixed with water, provided the following conditions are met:

1. The bulk container bears an identification label listing the manufacturer's name and address, the product name and the evaluation report number.
2. A signed certificate from the batching plant accompanies each unit, stating the plant name, jobsite and address, date of manufacture, quantity, and curing instructions. The ratio of batched sand amounts to 80 pounds (36.29 kg) of mixture and must be as stated in this report.
3. Procedures must be in place to prevent tampering with the controls on the amount of product mixture and sand combined.

2.2.2 Sand: Sand must be clean and free from deleterious amounts of loam, clay, silt, soluble salts and organic matter. Sand gradation shall comply with Table 1 or Table 2, which are drawn from ASTM C 144-97 and ASTM C 897-96.

TABLE 1—SAND GRADATION (DRAWN FROM ASTM C 144-97)

SIEVE SIZE	PERCENT PASSING, ±2 PERCENT	
	Natural Sand	Manufactured Sand
4.75 mm (No. 4)	100	100
2.36 mm (No. 8)	95 to 100	95 to 100
1.18 mm (No. 16)	70 to 100	70 to 100
600 µm (No. 30)	40 to 75	40 to 75
300 µm (No. 50)	10 to 35	20 to 40
150 µm (No. 100)	2 to 15	10 to 25
75 µm (No. 200)	0 to 5	0 to 10

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TABLE 2—SAND GRADATION (DRAWN FROM ASTM C 897-96)

U.S. STANDARD SIEVE	PERCENT RETAINED (BY WEIGHT), ±2 PERCENT			
	Natural Sand		Manufactured Sand	
	Maximum	Minimum	Maximum	Minimum
No. 4 (4.75 mm)	0	0	0	0
No. 8 (2.36 mm)	10	0	10	0
No. 16 (1.18 mm)	40	10	40	10
No. 30 (600 µm)	65	30	65	30
No. 50 (300 µm)	90	70	80	60
No. 100 (150 µm)	100	95	90	75
No. 200 (75 µm)	100	97	100	90

2.2.3 Insulation Board:

2.2.3.1 Expanded Polystyrene Insulation Board: The expanded polystyrene (EPS) foam plastic insulation board shall have a nominal density of 1.5 pounds per cubic foot (24 kg/m³), with a maximum flame-spread rating of 25 and a smoke-developed rating not exceeding 450 when tested in accordance with UBC Standard B-1 or ASTM E 84-98e1, in the thickness intended for use. Unbacked boards shall have a minimum nominal thickness of 1 inch (25 mm), with 3/8-inch (9.5 mm) projecting tongues and with compatible grooves for horizontal joints. See Figure 1 for joint detail. When foam plastic insulation boards are installed over solid substrates, a lesser thickness, non-tongue-and-groove board is permitted.

All boards must be recognized in a current ICBO ES evaluation report. See Section 2.8 for board identification.

2.2.3.2 R-Guard One Coat Stucco Board: The board is described in ICBO ES evaluation report ER-3414.

2.2.3.3 Extruded Polystyrene (XEPS) Insulation Board: The board has a nominal density of 1.5 pounds per square foot (24 kg/m³). See Section 2.2.3.1 for other details and requirements.

2.2.3.4 Fome-Cor Board Lathing Material: The board consists of a nominal 3/4-inch-thick (6.4 mm) extruded polystyrene (XEPS) foam plastic board and two layers of heavy-duty kraft paper liner board, and is described in ICBO ES evaluation report ER-3335.

2.2.4 Lath:

2.2.4.1 Wire Fabric Lath: Minimum No. 20 gage, 1-inch (25 mm) galvanized steel woven wire fabric. Wire fabric lath shall be self-furred when applied over solid substrates. When applied over open framing with unbacked foam plastic insulation board, the lath is not required to be furred. Self-furring wire fabric lath must comply with the following requirements:

1. The maximum overall wall coating thickness when using the minimum wire lath noted in Section 2.2.4 shall be 1/2 inch (12.7 mm).
2. Furring crimps shall occur in the wire at a maximum of 6-inch (152 mm) intervals each way. Furring crimps shall provide a minimum 1/8-inch (3.2 mm) clearance from the substrate after installation.

2.2.4.2 Metal Lath: Lath shall comply with ASTM C 847-83. Metal lath is minimum 1.75 pounds per square yard (0.67 kg/m²). Furring and self-furring requirements for lath shall be as stated in Section 2.2.4.1.

2.2.5 Gypsum Sheathing Board: Water-resistant core sheathing shall comply with ASTM C 79-92.

2.2.6 Dens-Glass® Gold Gypsum Board: The board is described in ICBO ES evaluation report ER-4305.

2.2.7 Fiberboard: Minimum 7/16-inch (1.1 mm) thickness, asphalt-impregnated fiberboard shall comply with ANSI/AIA A194.1 as a regular-density sheathing.

2.2.8 Plywood: Minimum 5/16-inch (7.9 mm) thickness with exterior glue is required for studs spaced a maximum of 16

inches (406 mm) on center. For studs spaced at 24 inches (610 mm) on center, 3/8-inch-thick (9.5 mm) plywood with exterior glue shall be used. Plywood shall comply with UBC Standard 23-2 (US DOC PS1-85). Plywood shall be installed in accordance with the code and should be installed in accordance with American Plywood Association recommendations requiring 1/8-inch (3.2 mm) spacing between sheets at ends and sides.

2.2.9 Oriented Strand Board (OSB): OSB shall comply with specifications for Exposure 1, performance-rated panels in UBC Standard 23-3 (US DOC PS2-92), and shall have a minimum thickness of 3/8 inch (9.5 mm). OSB shall be installed in accordance with the code and should be installed in accordance with American Plywood Association recommendations requiring 1/8-inch (3.2 mm) spacing between sheets at ends and sides.

2.2.10 Thermofly Structural Sheathing: Thermofly structural sheathing is described in ICBO ES evaluation report ER-1439.

2.2.11 Caulking: Caulking must be, at a minimum, acrylic latex material in compliance with ASTM C 834. Caulking requirements contained in this report refer only to those penetrations that occur directly in the stucco installation as described in this report. Caulking requirements listed are not intended to define all areas in the structure's assembly that may require caulk or sealant, and therefore should not be interpreted to mean that there is just one sealant required.

2.2.12 Weather-resistant Barrier: The weather-resistant barrier shall be minimum Grade "D" kraft building paper complying with UBC Standard 14-1 (Federal Specification UUB 790a); or asphalt-saturated rag felt complying with UL Standard 55-A; or a recognized weather-resistant barrier recognized in a current ICBO ES evaluation report, such as DuPont Tyvek Stucco Wrap (ICBO ES ER-4000), or Simplex Products R-Wrap Protective Housewrap (ICBO ES ER-4449). The weather-resistant barrier is required to be installed over all substrates except for foam plastic insulation boards, where the weather-resistant barrier is permitted to be installed over or under (behind) the foam plastic insulation board. The application of the weather-resistant barrier must comply with Section 1402.1 of the code. When applied over any wood-based sheathing, the weather-resistant barrier shall comply with Section 2506.4 of the code and shall consist of at least two layers of Grade D kraft building paper or one layer of tongue-and-groove EPS or XEPS foam plastic insulation described in Section 2.2.3.1 or Section 2.2.3.3, combined with one layer of Grade D kraft building paper with a minimum water resistance of 60 minutes.

2.2.13 Fibers: Glass, polypropylene, acrylic or nylon fibers are for short-term benefits during initial curing, and reduce sagging of material during application.

2.2.14 Admixtures: Proprietary ingredients are added to improve the quality and performance of the product.

2.2.15 Miscellaneous: All trims, screeds, corner reinforcement, etc., must be corrosion-resistant metal, approved plastic, or vinyl.

2.3 Installation:

2.3.1 General: The exterior cementitious coating shall be applied by hand-troweling or machine-spraying in one or two coats to a minimum $\frac{3}{8}$ -inch (9.5 mm) thickness. If application is direct to concrete or concrete masonry units, application shall comply with Section 2508.8 of the code and thickness shall conform to Table 25-D of the code, with the minimum thickness of the coating being $\frac{1}{4}$ inch (6.4 mm). When applied over metal reinforcement, the lath shall be embedded in the coating and completely covered. The second or finish coat, if provided, shall be applied within seven days of application of the base coat. If not applied within seven days, the base coat shall have a bonding adhesive brushed or sprayed onto the base coat or a bonding treatment shall be added to the mix of the second coat prior to application over the base coat. The corrosion-resistant fasteners for the wire fabric lath or metal lath shall penetrate a minimum of 1 inch (25 mm) into wood framing members. If plywood or oriented strand board complying with Section 2.2.8 or 2.2.9 of this report is installed as a substrate, the boards and wood framing members may be combined in determining the 1-inch (25.4 mm) penetration requirement for the corrosion-resistant fasteners. Fasteners installed into steel framing members must penetrate these members a minimum of $\frac{1}{4}$ inch (6.4 mm). Accessory component items such as weep screed and corner reinforcements shall be installed as stated in this report. Details of various components are provided in this report. The weather-resistive barrier shall be as described in Section 2.2.12 of this report. The coating shall be applied at ambient air temperatures between 35°F and 120°F (1.6°C and 49°C) by applicators approved by Magna Wall, Inc. A "sand" or "float" type finish is not recommended by the manufacturer for the single coat of fiber-reinforced stucco. After application, the coating shall be protected from freezing air temperatures during the initial six hours of curing. Where coating is field-mixed, an installation card, as illustrated in Figure 4 of this report, shall be provided on the jobsite by the applicator before the weather-resistive barrier or foam plastic insulation board is installed. This installation card must show the name and address of the applicator and the type of product to be installed.

2.3.2 Application over Open Framing:

2.3.2.1 Insulation Board: The weather-resistive barrier described in Section 2.2.12 of this report is placed over open wood or steel framing spaced a maximum of 24 inches (610 mm) on center, in accordance with Section 1402.1 of the code. Wall bracing in accordance with the code shall be installed. The foam plastic board as described in Section 2.2.3 shall be placed horizontally with the tongue facing upward in 2-foot-by-8-foot (610 mm by 2438 mm) sections and be temporarily held in place with galvanized roofing nails or staples. Code-approved screws shall be used to temporarily fasten the board to metal framing members. Vertical butt joints of this foam plastic board shall be staggered a minimum of one framing space from the adjacent courses and shall occur directly over a framing member. In areas where the foam plastic board meets areas where a solid substrate sheathing has been installed, the resulting nonstaggered butt joints at this intersection are permitted and must also occur over a vertical framing member. Areas that have solid substrates do not require foam plastic boards to be installed. If foam plastic board is installed over solid sheathing, a non-tongue-and-groove board of thickness less than 1 inch (25 mm) and density less than 1.5 pounds per cubic foot (24 kg/m³) is also permitted to be installed. The butt joints in the foam plastic insulation board that occur over areas where a solid substrate has been installed are not required to occur over vertical framing members, and the vertical joints are not required to be staggered.

The lath shall be installed over the foam plastic insulation board and be fastened through the board to wood framing

with minimum 2-inch-long (51 mm), No. 11 gage [0.120 inch (3 mm) shank diameter], $\frac{3}{8}$ -inch-head-diameter (9.5 mm), galvanized roofing nails or No. 16 gage galvanized staples spaced at a minimum of 6 inches (152 mm) on center, with a minimum 1-inch (25 mm) penetration into the wood framing. Staples shall have a minimum $\frac{1}{2}$ -inch (12.7 mm) crown width. These staples shall be used in wood species with a minimum 0.42 specific gravity. For attachment of the system to wood framing of lesser density, staples with equivalent holding power and penetration to staples specified herein may be used as alternate fasteners to nails. The lath shall be fastened to steel framing members (minimum No. 20 gage) using No. 8 through 18, S-12, panhead, self-tapping screws spaced at a maximum of 6 inches (152 mm) on center. The screws shall penetrate the steel framing members at least $\frac{1}{4}$ inch (6.4 mm). Wire lath over either wood or steel framing shall be applied with minimum 1-inch (25 mm) laps at both the side and the ends of the wire or one mesh, whichever is less. Metal lath shall be 1.75 pounds per square yard (0.67 kg/m²), minimum, with minimum $\frac{1}{2}$ -inch (12.7 mm) laps on the side and a 1-inch (25 mm) end lap.

Weep screeds shall comply with Section 2506.5 of the code and are installed at the foundation/sill junction with the foundation a minimum of 1 inch (25 mm) below the sill plate. The standard weep screed as shown in Figure 2 of this report shows the weather-resistive barrier, metal reinforcement and foam plastic board lap over the vertical attachment flange. Corrosion-resistant metal or plastic, $\frac{1}{8}$ -inch (3.2 mm) weep screed shall be installed at horizontal areas where the foam plastic insulation board would be exposed after installation of the coating is complete. Areas where vertical edges of foam plastic were to be exposed after coating installation is complete require only a $\frac{1}{8}$ -inch (3.2 mm) metal or vinyl casing bead; weep holes are not required at these areas. Penetrations in the exterior wall that do not have a flashing system installed require installation of caulk. Examples of areas that require caulk are electrical fixtures, plumbing fixtures, and drains. Fasteners do not require caulking.

At areas such as windows and doors, the foam plastic board may be angled or beveled at a 45-degree angle as shown in Figure 2 of this report, to allow the exterior coating to terminate properly at these areas. Round corners do not require additional corner reinforcement, as shown in Figure 2 of this report. The foam plastic board should be held back slightly at each side of the corner, as shown in the figure. If round corner reinforcement is installed, the foam plastic board is not required to be held back. Square wall and parapet corners shall be covered with metal corner reinforcement. Additional trim items such as decorative reveals in either galvanized metal or vinyl are permitted, and must be installed with grounds of compatible dimensions.

2.3.2.2 R-Guard One Coat Stucco Board: This insulation board incorporates the weather-resistive barrier integrally to the board and, when installed in accordance with ICBO ES evaluation report ER-3414, it eliminates the requirement for a weather-resistive barrier as stated in Section 2.2.12 of this report. All weather aspects of exterior coating installation shall be as stated in Section 2.3.2.1 of this report.

2.3.2.3 Foam-Cor Board: The Fome-Cor Board described in Section 2.2.3.4 of this report shall be fastened temporarily to the wood framing with galvanized staples or roofing nails. Minimum $\frac{1}{2}$ -inch (38 mm) by No. 17 gage woven wire fabric lath is attached through the Fome-Cor Board. Fasteners shall penetrate a minimum of 1 inch (25 mm) into wood framing. Magna Wall fiber-reinforced stucco shall then be applied in a minimum $\frac{1}{2}$ -inch-thick (12.7 mm) base coat. A minimum $\frac{1}{8}$ -inch-thick (3.2 mm) finish coat is applied over the base coat, resulting in a minimum overall thickness of $\frac{5}{8}$ inch (15.9 mm). The base coat shall be cured in accordance with Section 2.7.3 of this report, prior to installation of the finish coat.

2.3.3 Application over Solid Substrates:

2.3.3.1 General: The substrates described in this section are all recognized for use. All solid substrates require installation of a weather-resistive barrier in compliance with Section 2.2.12, and wire fabric or metal lath in compliance with Sections 2.2.4.1 or 2.2.4.2. The use of foam plastic insulation board over solid substrates is optional. If foam plastic insulation board is utilized over solid substrates, the board may be non-tongue-and-groove and of lesser density and thickness, and the vertical foam joints are not required to be staggered or to occur over vertical framing members. If foam plastic insulation is used, the length of fasteners must be increased by the thickness of the foam board installed. For application over solid substrates, a weep screed is required to be installed at the foundation/sill junction a minimum of 1 inch (25 mm) below the sill plate, and shall comply with Section 2506.5 of the code. Details of this weep screed are shown in Figure 2 of this report. The weather-resistive barrier and metal lath must lap over the horizontal nailing edge of the weep screed and fully cover the solid substrate. Metal reinforcement is required for use on all exterior corners, square or round. All other trim and accessory items should be of compatible dimensions. Caulking requirements are as described in Section 2.2.11 of this report. Lath and coating shall be installed as stated in Section 2.3.1.

2.3.3.2 Exterior Gypsum Sheathing and Dens Glass Gold: Minimum $1/2$ -inch-thick (12.7 mm), water-resistant core gypsum sheathing or Dens Glass Gold shall be installed directly on wood or steel framing with studs spaced a maximum of 24 inches (610 mm) on center. The sheathing shall be fastened to the wood or metal framing as specified by approved plans and in accordance with all code requirements. A weather-resistive barrier consisting of a minimum of one layer of Grade D building paper shall be applied over the sheathing, or any other barrier complying with Section 2.2.12 of this report. The lath and coating shall be installed as described in Section 2.3.1 of this report. The lath shall be attached through the sheathing to the wood or metal framing members, as described in Section 2.3.1 of this report. Fasteners must penetrate the sheathing at least 1 inch (25 mm) into wood framing member and $1/4$ inch (6.4 mm) into steel framing members. Accessory trim items such as weep screeds and corner aids should have compatible ground dimensions.

Metal-reinforced corners are required on exterior gypsum sheathing, round or square. Fasteners for the metal reinforcement must penetrate 1 inch (25 mm) into wood framing members and $1/4$ inch (6.4 mm) into steel framing (minimum No. 20 gage studs).

2.3.3.3 Fiberboard: Minimum $7/16$ -inch-thick (11.1 mm) fiberboard sheathing may be installed directly over wood or steel framing spaced at a maximum of 24 inches (610 mm) on center. Walls shall be braced in compliance with the code. The fiberboard shall be temporarily held in place with corrosion-resistant staples, roofing nails, or screws. A weather-resistive barrier complying with Section 2.2.12 for wood-based sheathing must be installed over fiberboard. The lath shall be attached through the sheathing to the wood or metal framing members, as described in Section 2.3.1 of this report. Fasteners must penetrate the sheathing at least 1 inch (25 mm) into wood framing members and $1/4$ inch (6.4 mm) into steel framing members. The coating shall be installed as described in Section 2.3.1 of this report. Caulking of penetrations shall be as described in Section 2.2.11 of this report. Metal reinforcement of corners shall comply with Section 2.3.3 of this report.

2.3.3.4 Plywood: Plywood shall comply with Section 2.2.8 of this report and is installed directly to wood or steel framing. The plywood shall be fastened to wood or steel framing as specified by approved plans and in accordance with all code requirements. The weather-resistive barrier shall comply with Section 2.2.12 of this report. Lath and coating shall be installed as described in Section 2.3.1 of this report.

2.3.3.5 Oriented Strand Board (OSB): Board shall be as described in Section 2.2.9 of this report, and shall be installed directly over wood or steel framing or steel framing. The OSB shall be fastened to the wood or steel framing as specified by approved plans and in accordance with all code requirements. The weather-resistive barrier shall comply with Section 2.2.12 of this report. The lath and coating shall be installed as described in Section 2.3.1 of this report.

2.3.3.6 ThermoPly Protective Sheathing: The ThermoPly shall be installed in accordance with ICBO ES evaluation report ER-1439. A weather-resistive barrier complying with Section 2.2.12 is required. The lath and coating shall be installed as described in Section 2.3.1 of this report.

2.4 One-hour Bearing-wall Fire-Resistive Assemblies:

2.4.1 General: All substrates individually listed for each of the listed fire-resistive assemblies may be used individually or in combination of these substrates, provided the installation is in compliance with the listed assembly. All of the one-hour bearing-wall fire-resistive assemblies detailed in this section are also permitted for use in nonbearing assemblies.

2.4.2 Assembly 1:

2.4.2.1 Interior Face: One layer of $5/8$ -inch-thick (15.9 mm), Type X gypsum wallboard, complying with ASTM C 36-92, shall be attached to nominal 2-inch-by-4-inch wood studs with $15/16$ -inch (41.3 mm) galvanized steel cuphead gypsum wallboard nails (0.3-inch (7.6 mm) head diameter, 0.010-inch (0.25 mm) shank diameter) spaced at a maximum of 8 inches (203 mm) on center on all studs and plates. Stud spacing shall be a maximum of 16 inches (406 mm) on center. The joints and nail heads shall be covered with paper tape and gypsum compound; fastener heads shall also be treated with gypsum compound. The stud cavities shall be filled with R-11 fiberglass insulation having a minimum density of 0.5 pcf (8 kg/m³), or R-11 rockwool batt insulation having a minimum density of 1.45 pcf (23 kg/m³).

2.4.2.2 Exterior Face: One layer of 1-inch-thick (25 mm) EPS or XEPS foam plastic insulation board is required. The material properties are described in Section 2.2.3.1, 2.2.3.2 or 2.2.3.3 of this report, and the substrates shall be installed on wood framing as described in Sections 2.3.2 and 2.3.3 of this report. The weather-resistive barrier, lath and coating shall be applied to the substrate as described in Section 2.3.1 or 2.3.2 of this report.

2.4.2.3 Design: The wood axial stress is limited to $0.78 F_c$ and shall not exceed $0.78 F_c$ at an l_e/d ratio of 33. The maximum load on the system described in Section 2.4.2 of this report is 1,100 pounds (4895 N) per stud, or 45 percent of the maximum allowable load permitted for the wood species based on calculations in accordance with Chapter 23 of the code, whichever is less per stud.

F_c = Allowable unit stress in compression parallel to the grain adjusted for l_e/d ratio.

l_e = Effective length of compression member, inches.

d = Least dimension, inches.

These design details only apply to the assembly described in Section 2.4.2.

2.4.3 Assembly 2:

2.4.3.1 Interior Face: One layer of $5/8$ -inch (15.9 mm), Type X gypsum wallboard, complying with ASTM C 36-92, shall be attached to nominal 2-by-4 wood studs with $15/16$ -inch-long (41.3 mm) galvanized steel cuphead gypsum wallboard nails, having 0.3-inch (7.6 mm) head diameter and 0.010-inch (0.25 mm) shank diameter, spaced at a maximum of 8 inches (203 mm) on center on all studs and plates. Stud spacing shall be a maximum of 16 inches (406 mm) on center. The joints and nail heads shall be covered with paper tape and gypsum compound; fastener heads shall also be treated with gypsum compound. The stud cavities shall be filled with R-11 fiberglass insulation having a maximum density of 0.5 pcf (8

kg/m³), or R-11 rockwool batt insulation having a minimum density of 1.45 pcf (23 kg/m³).

2.4.3.2 Exterior Face: One layer of 7/16-inch-thick (11.1 mm) oriented strand board, with the long side parallel to framing members. The material properties are described in Section 2.2.9 of this report, and the substrates shall be installed on wood framing as described in Section 2.3.3 of this report. The weather-resistive barrier, lath and coating shall be applied to the substrate as described in Section 2.3.1 or 2.3.3 of this report.

2.4.3.3 Design: The wood axial stress is limited to $0.78 F_c$ and shall not exceed $0.78 F_c$ at an l/d ratio of 33. The maximum load on the system described in Section 2.4.3 of this report is 1,100 pounds (4895 N) per stud or 45 percent of the maximum allowable load permitted for the wood species, based on calculations in accordance with Chapter 23 of the code.

F_c = Allowable unit stress in compression parallel to the grain adjusted for l/d ratio.

l = Effective length of compression member, inches.

d = Least dimension, inches.

These design details only apply to the assembly described in Section 2.4.3.

2.4.4 Assembly 3:

2.4.4.1 Interior Face: One layer of 5/8-inch-thick (15.9 mm), Type X gypsum wallboard, complying with ASTM C 36-92, shall be attached to nominal 2-by-4 wood studs with 15/16-inch (41.3 mm) galvanized steel cuphead gypsum wallboard nails having 0.3-inch (7.6 mm) head diameter and 0.010-inch (0.25 mm) shank diameter, spaced at a maximum of 6 inches (152 mm) on center on all studs and plates. Stud spacing shall be a maximum of 16 inches (406 mm) on center. The joints and nail heads shall be covered with paper tape and gypsum compound; fastener heads shall also be treated with gypsum compound. The stud cavities shall be filled with R-11 fiberglass insulation having a minimum density of 0.5 pcf (8 kg/m³), or R-11 rockwool batt insulation having a minimum density of 1.45 pcf (23 kg/m³).

2.4.4.2 Exterior Face: One layer of 7/16-inch-thick (11.1 mm) plywood with the long side parallel to framing members. The material properties are described in Section 2.2.8 of this report, and the substrates shall be installed on wood framing as described in Section 2.3.3 of this report. The weather-resistive barrier, lath and coating shall be applied to the substrate as described in Section 2.3.1 or 2.3.3 of this report.

2.4.4.3 Design: The wood axial stress is limited to $0.78 F_c$ and shall not exceed $0.78 F_c$ at an l/d ratio of 33. The maximum load on the system described in Section 2.4.4 of this report is 1,100 pounds (4895 N) per stud or 45 percent of the maximum allowable load permitted for the wood species, based on calculations in accordance with Chapter 25 of the code:

F_c = Allowable unit stress in compression parallel to the grain adjusted for l/d ratio.

l = Effective length of compression member, inches.

d = Least dimension, inches.

These design details only apply to the assembly described in Section 2.4.4.

2.4.5 Assembly 4:

2.4.5.1 Interior Face: One layer of 5/8-inch-thick (15.9 mm), Type X gypsum wallboard, complying with ASTM C 36-92, shall be attached to nominal 2-by-4 wood studs with 15/16-inch-long (41.3 mm), galvanized steel, cuphead gypsum wallboard nails having 0.30-inch (7.6 mm) head diameter and 0.010-inch (0.25 mm) shank diameter, spaced a maximum of 8 inches (203 mm) on center on all studs and plates. Stud spacing shall be a maximum of 16 inches (406 mm) on center.

The joints shall be covered with paper tape and gypsum compound. Fastener heads shall also be treated with gypsum compound. The stud cavities shall be filled with R-11 rockwool batt insulation having a minimum density of 1.45 pcf (23 kg/m³), or R-11 fiberglass insulation having a minimum density of 0.5 pcf (8 kg/m³).

2.4.5.2 Exterior Face: One layer of 1/2-inch-thick (12.7 mm), water-resistant core gypsum sheathing. The material properties are described in Section 2.2 of this report, and the substrates shall be installed on wood framing as described in Section 2.3.3 of this report. The weather-resistive barrier, lath and coating shall be applied to the substrates as described in Section 2.3.1 or 2.3.3 of this report.

2.4.5.3 Design: The wood axial stress is limited to $0.78 F_c$ and shall not exceed $0.78 F_c$ at an l/d ratio of 33. The maximum load on the system described in Section 2.4.5 of this report is 1,600 pounds (7117 N) per stud or 65 percent of the maximum allowable load permitted for the wood species, based on calculations in accordance with Chapter 25 of the code.

F_c = Allowable unit stress in compression parallel to the grain adjusted for l/d ratio.

l = Effective length of compression member, inches.

d = Least dimension, inches.

These design details only apply to the assembly described in Section 2.4.5.

2.4.6 Assembly 5:

2.4.6.1 Interior Face: One layer of 5/8-inch-thick (15.9 mm), Type X gypsum wallboard complying with ASTM C 36-92, water-resistant gypsum backing board complying with ASTM C 630-92, or gypsum veneer base complying with ASTM C 588-92, shall be applied horizontally to the interior face of nominal 2-by-4 wood studs spaced a maximum of 24 inches (610 mm) on center. The wallboard shall be attached with 6d coated nails complying with ASTM C 514-94, measuring 17/16 inches (48 mm) long and with 1/4-inch-diameter (6.4 mm) heads, at a maximum of 7 inches (178 mm) on center to studs, plates and blocking. All wallboard joints shall be backed with minimum nominal 2-by-4 wood framing and taped and treated with joint compound. Fastener heads shall also be treated with joint compound.

2.4.6.2 Exterior Face: One layer of minimum 5/8-inch-thick (15.9 mm), Type X, water-resistant core gypsum sheathing as described in Section 2.2.5 of this report, 48 inches (1219 mm) wide, shall be applied parallel to studs and shall be fastened with No. 11 gage, 0.48-inch-shaft-diameter, 0.438-inch-head-diameter, galvanized roofing nails, 13/4 inches (44.5 mm) long with 1/16-inch- (11.1 mm) or 1/2-inch-diameter (12.7 mm) heads, at a maximum of 4 inches (102 mm) on center at board edges and a maximum of 7 inches (178 mm) on center at intermediate studs and top and bottom plates. The nails shall penetrate a minimum of 1 inch (25 mm) into studs. The lath and wall coating are then applied as described in Sections 2.3.1 and 2.3.3 of this report.

2.4.6.3 Design: The loads on the studs shall be determined in accordance with Chapter 23 of the code, with additional requirements as noted in Footnote 18, Table 7-B, of the code.

2.5 Noncombustible Construction:

2.5.1 General: The stucco system is permitted to be applied to walls required to be of noncombustible construction, such as solid concrete or masonry or noncombustible metal frame. Installation over concrete or masonry shall comply with Section 2.3.1. When the Magna Wall fiber-reinforced stucco system is used on walls required to be of noncombustible frame construction, the walls shall be constructed as described below.

2.5.2 Interior Finish: One layer of minimum 1/2-inch-thick (12.7 mm) gypsum wallboard, complying with ASTM C 36-92, is vertically applied to steel framing with blocked edges. The

wallboard shall be fastened to framing with minimum 1-inch-long (12.7 mm), No. 8-18, S-12, self-tapping screws, spaced a maximum of 6 inches (152 mm) on center. All board joints shall be taped and treated with joint compound. Fastener heads shall be covered with joint compound.

2.5.3 Steel Framing: Minimum $3\frac{5}{8}$ -inch-deep (92 mm), No. 20 gage, 0.0359-inch-thick (0.91 mm) steel framing. Studs shall be spaced a maximum of 24 inches (610 mm) on center.

2.5.4 Openings: Wall openings shall be framed with minimum No. 20 gage [0.0359 inch (0.91 mm)] steel.

2.5.5 Exterior Finish: One layer of minimum $\frac{1}{2}$ -inch-thick (12.7 mm) gypsum sheathing or Dens Glass Gold attached to the framing as described in Section 2.3.3.1 of this report.

2.5.6 Stud Cavity: R-11 fiberglass with a minimum density of 0.6 pcf (8 kg/m³) or rockwool batt with a minimum density of 1.45 pcf (23 kg/m³), $3\frac{5}{8}$ inches (92 mm) thick, shall be sized to friction-fit between studs.

2.5.7 Stucco: One layer of Pyro-Kure 600 vapor retarder, manufactured by Fortifiber, shall be applied over the gypsum sheathing with minimum 2-inch (102 mm) horizontal weather laps and maximum 6-inch vertical laps. The lath and Magna Wall coating shall be applied as noted in Sections 2.3.1 or 2.3.3 of this report.

2.6 Shear Wall Applications:

The following assembly construction requirements shall be met in order to obtain the shear value noted in Section 2.6.3.

2.6.1 Interior Face: Minimum $\frac{1}{2}$ -inch-thick (12.7 mm) gypsum wallboard, complying with ASTM C-36-92, is fastened to nominal 2-by-4 wood studs at 16 inches (406 mm) on center. Fasteners shall be $1\frac{5}{8}$ -inch-long (41.3 mm) barbed gypsum wallboard nails fastened to framing at a maximum of 6 inches (152 mm) on center. Gypsum wallboard shall be placed horizontally or vertically, with edges blocked.

2.6.2 Exterior Face: The weather-resistive barrier, 1-inch-thick (25 mm) foam plastic, lath and coating, shall be applied in accordance with Section 2.3 of this report.

2.6.3 Shear Value: The allowable shear value is 190 pounds per foot (2774 N/m) based on a 1:1 height-to-width ratio. For structures in Seismic Zones 3 and 4, the allowable shear is limited to 95 pounds per foot (1387 N/m).

2.7 Miscellaneous:

2.7.1 Inspection Requirements: Lath inspections shall be conducted in accordance with Section 108.5.5 of the code.

2.7.2 Control Joints: Control joints are to be installed as specified by the architect, designer, builder or structural engineer. Control joints are allowed to be installed on top of the metal lath or woven wire. Control joint installation does not require the lath or wire to be cut or broken.

2.7.3 Curing: Moisture curing by fogging the finished wall lightly with water is required for a minimum of 48 hours after coating application. The fogging shall occur as often and as long as necessary to assure cement hydration.

2.7.4 Soffits: To apply stucco products on soffit areas greater than 12 inches (305 mm) in width, the coating shall be reinforced with metal lath complying with Section 2.2.4.2 of this report. Soffit areas 12 inches (305 mm) or less in width may utilize a minimum No. 20 gage galvanized wire over any approved substrate. All soffits that have metal lath installed, complying with the above-referenced specification or the code, may be utilized over open framing or any approved substrate, regardless of the soffit dimension. If substrates are installed in soffit areas, fastener lengths shall be increased by the thickness of the substrates as listed by the above-referenced specification, except when plywood or OSB in compliance with Sections 2.2.8 and 2.2.9 of this report are installed at the substrate.

2.7.5 Sills: For all sill depths of 6 inches (152 mm) or less, the coating and lath are applied over any substrate, provided the coating, lath, weather-resistive barrier and substrates are installed in accordance with this report. Sills with depths exceeding 6 inches (152 mm) shall have solid wood, plywood, or oriented strand board substrates. The substrate shall be fastened in accordance with the code, with a layer of weather resistive barrier then being applied as described in Section 2.3.2.1. The weather-resistive barrier, coating, lath and optional foam plastic insulation board shall be installed in accordance with Sections 2.3.1 and 2.3.2 of this report. The coating on sills should always be applied to finish with a gradual slope in the sill surface sloping away from the structure, to allow water to drain out and not pool or collect in these areas.

2.7.6 Projections: Decorative foam plastic shapes and projections may be installed with the size, location, design, and method of attachment to be determined by the design professional and approved by the building official. The foam plastic must comply with Section 2602 of the UBC. If the foam plastic projections are to be covered with metal reinforcement and mechanically fastened to the framing members and then covered with Magna Wall Fiber-reinforced Stucco, the fasteners must penetrate wood framing members a minimum of 1 inch (25 mm) and steel framing members a minimum of $\frac{1}{4}$ inch (6.4 mm). If woven wire lath is utilized, the fasteners should be corrosion-resistant large-head or cap-type fasteners. The projections shall be fastened to the framing members at a maximum spacing of 6 inches (152 mm) on center. The foam plastic projections may be prewrapped completely with metal reinforcement then applied to the structure. These pieces may be butt-jointed with no additional reinforcement required. The coating shall then be installed in accordance with Section 2.3.1 of this report. Decorative foam plastic shapes and projections may also be installed over the Magna Wall coating by adhering the projections utilizing products as specified by the design professional or system applicator and approved by the building official. The installation and coating of these adhered foam projections must be in accordance with the current evaluation report and manufacturers instructions for the product specified or chosen for use. The structural capacity of fasteners and adhesives shall comply with the UBC.

2.8 Identification:

The factory-blended mixture is delivered to jobsites in 80-pound (36 kg), water-resistant bags, with labels bearing the following information: name and address of manufacturer, the evaluation report number (ICBO ES ER-4776), identification of components, weight of packaged mix, storage instructions, minimum amounts of water and other components that may be added and conditions that must be considered in determining the actual amount, and curing instructions. The bulk mixer label shall show information as noted in Section 2.2.1.

Foam plastic insulation boards are identified in accordance with their respective ICBO ES evaluation reports. Additionally, the board density must be noted.

3.0 EVIDENCE SUBMITTED

Data in accordance with the ICBO ES Acceptance Criteria for Cementitious Exterior Wall Coatings (AC11), dated January 1997; reports of tests in accordance with UBC Standards 2-1 and 7-1.

4.0 FINDINGS

That the Magna Wall Fiber-reinforced Stucco Products described in this report comply with the 1997 *Uniform Building Code*, subject to the following conditions:

- 4.1 The materials and methods of installation comply with this report and the manufacturer's instructions.
- 4.2 Installation is done by applicators approved by the manufacturer.

- 4.3 The system may be applied to walls required to be of noncombustible construction in accordance with Section 2.6.
- 4.4 The system is recognized as a one-hour load-bearing, fire-resistive assembly when installed in accordance with Section 2.4 of this report.
- 4.5 The interior of the building is separated from the foam plastic insulation board with a thermal barrier complying with Section 2602.4 of the code, such as 1/2-inch-thick (12.7 mm) regular gypsum wallboard applied in accordance with Table 25-G of the code.
- 4.6 An installation card, as shown in Figure 4 of this report, is left at the jobsite for the owner, and a copy is filed with the building department.
- 4.7 The allowable wind load on the system with wood or steel studs spaced a maximum of 24 inches (610 mm) on center is 35 psf (1.68 MPa) negative and 50 psf (2.39 MPa) positive. Support framing shall be adequate to resist the required wind loads.

This report is subject to re-examination in two years.

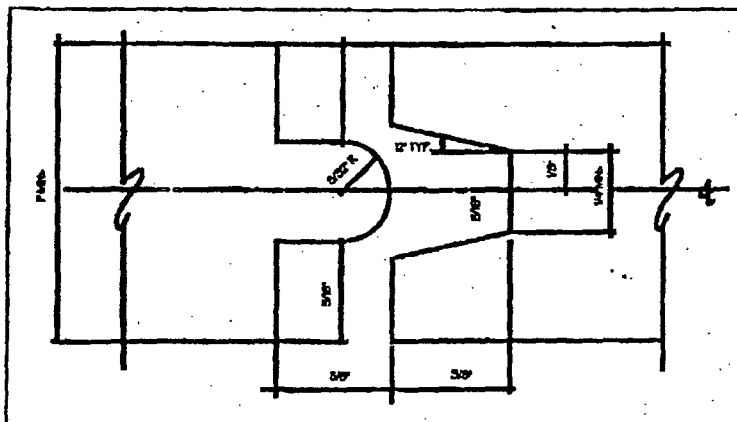
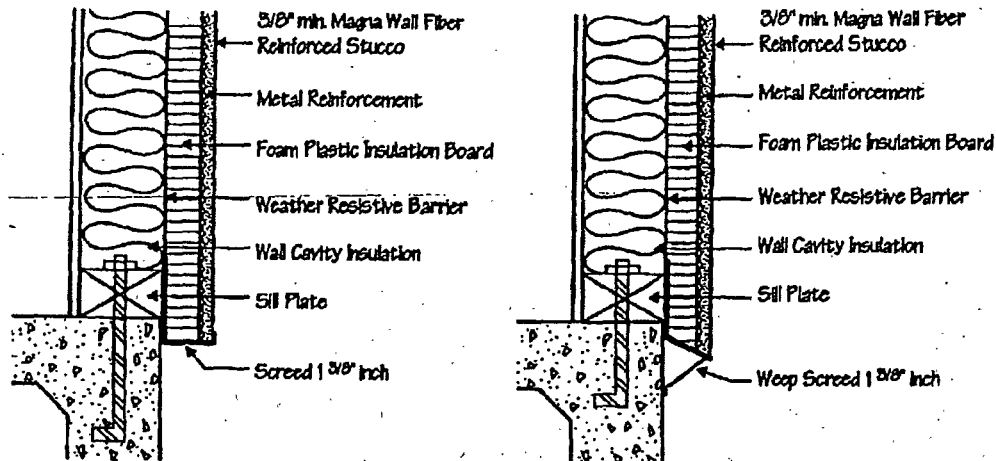


FIGURE 1—FOAM PLASTIC INSULATION BOARD, TONGUE-AND-GROOVE DETAIL

WEEP SCREED – FOAM SUBSTRATE



WEEP SCREED – SOLID SUBSTRATE

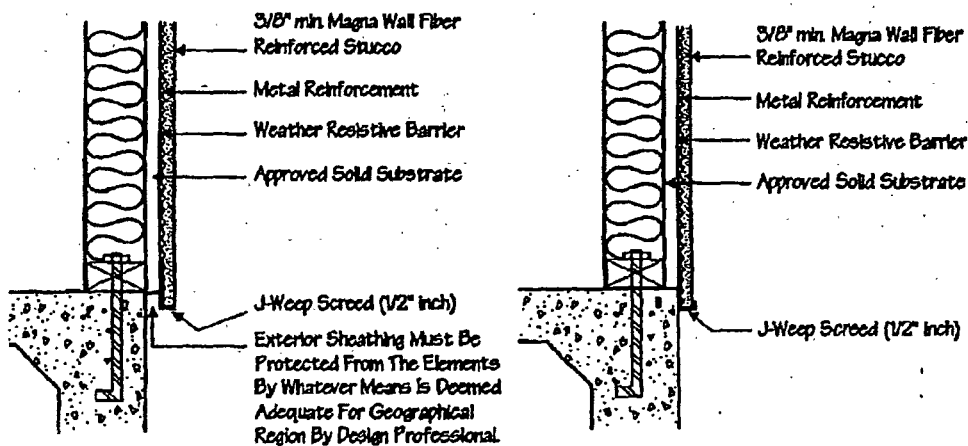
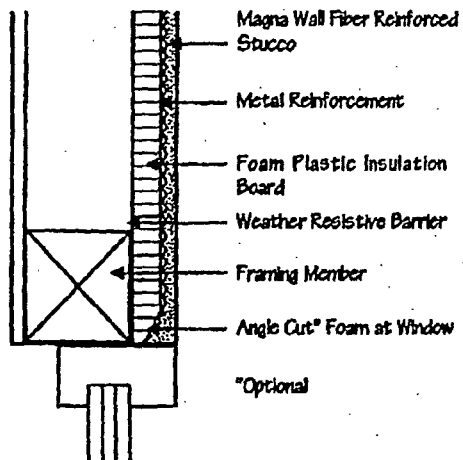
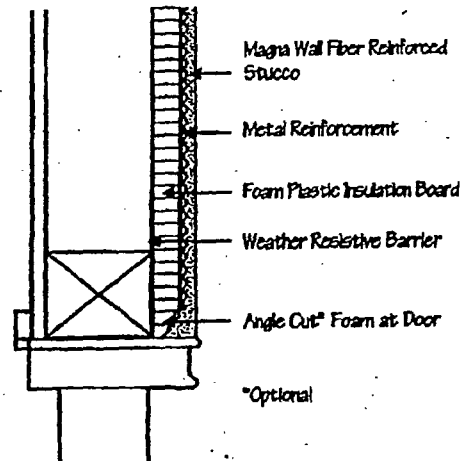


FIGURE 2—TYPICAL INSTALLATION DETAILS

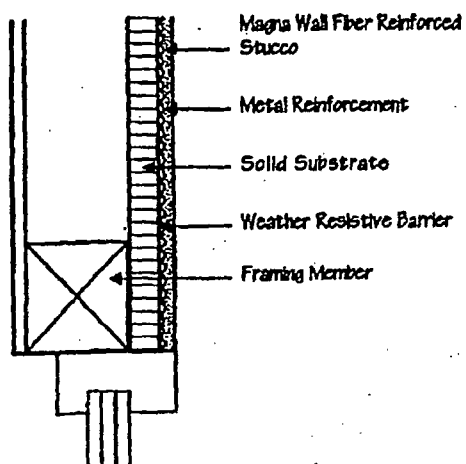
TYPICAL WINDOW — FOAM SUBSTRATE



TYPICAL DOOR — FOAM SUBSTRATE



TYPICAL WINDOW — SOLID SUBSTRATE



TYPICAL DOOR — SOLID SUBSTRATE

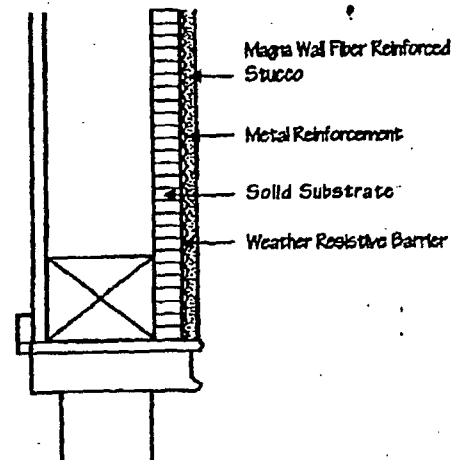
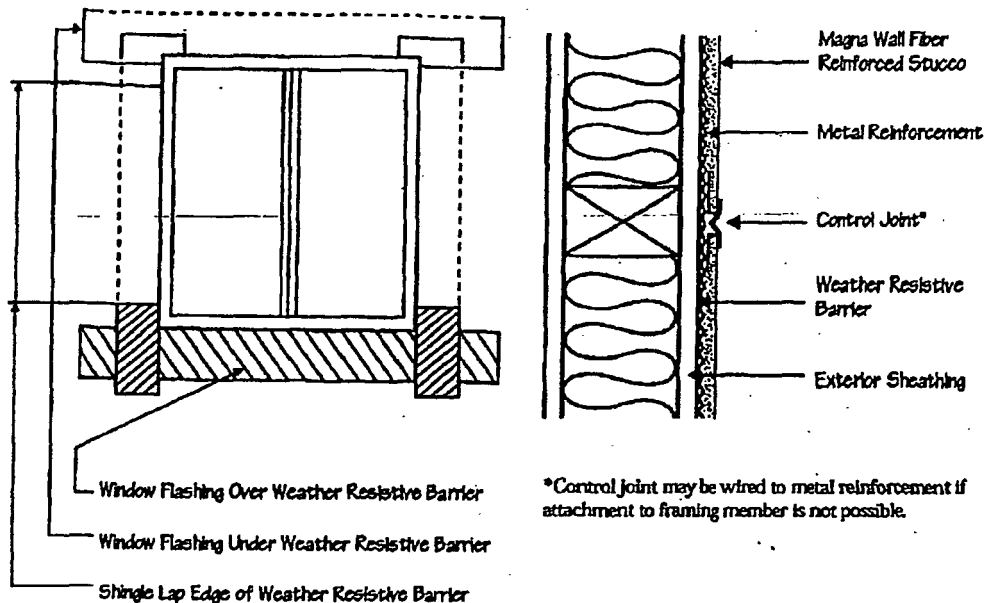


FIGURE 2—TYPICAL INSTALLATION DETAILS—(Continued)

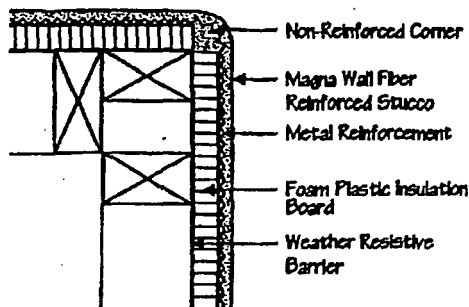
WINDOW/DOOR FLASHING CONTROL JOINT



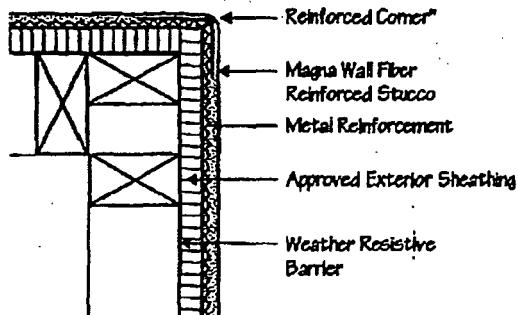
*Control joint may be wired to metal reinforcement if attachment to framing member is not possible.

Note: At windows and doors, flashing materials and installation of those materials must be in accordance with section 1402.2 of the UBC.

NON-REINFORCED ROUNDED CORNERS - FOAM SUBSTRATE



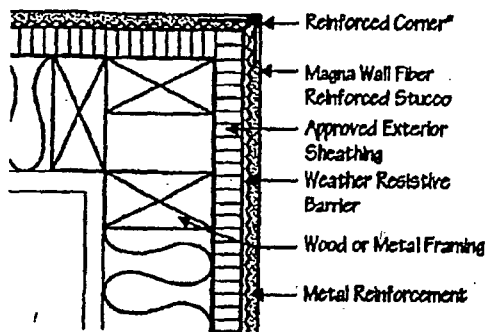
REINFORCED ROUNDED CORNERS - FOAM OR SOLID SUBSTRATE



*Reinforced corner may be a second layer of woven wire lath or expanded metal lath with a two inch leg (min) or a galvanized metal or plastic corner bead.

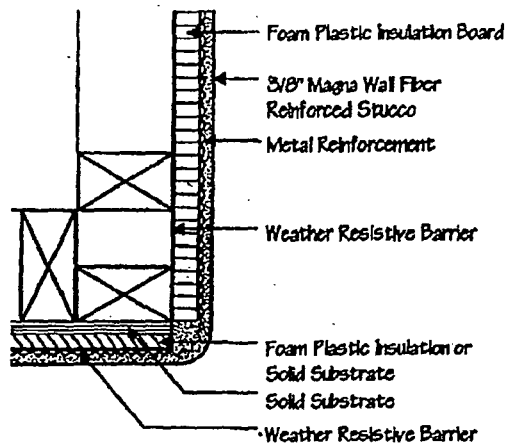
FIGURE 2—TYPICAL INSTALLATION DETAILS—(Continued)

SQUARE CORNER – FOAM OR SOLID SUBSTRATE

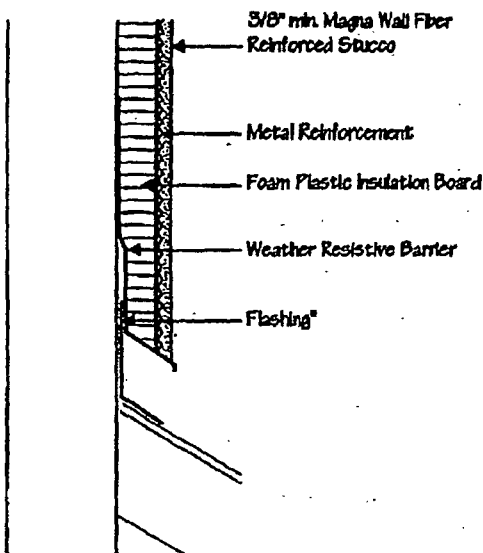


*Reinforced corner may be a second layer of woven wire lath or expanded metal lath with a two inch leg (min) or a galvanized metal or plastic corner bead.

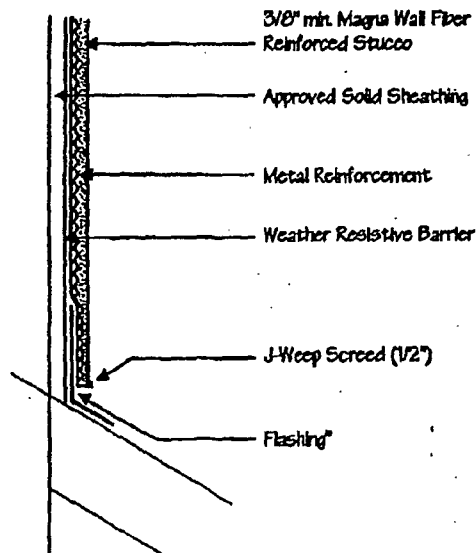
NON-REINFORCED CORNER DETAIL AT TRANSITION FROM OPEN FRAMING TO SOLID SUBSTRATE



TERMINATION AT FLASHING ON ROOF



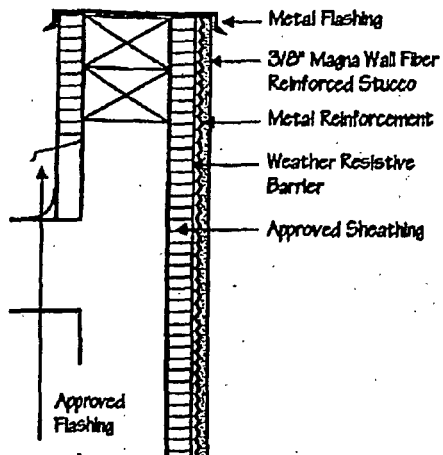
TERMINATION AT FLASHING ON ROOF – SOLID SUBSTRATE



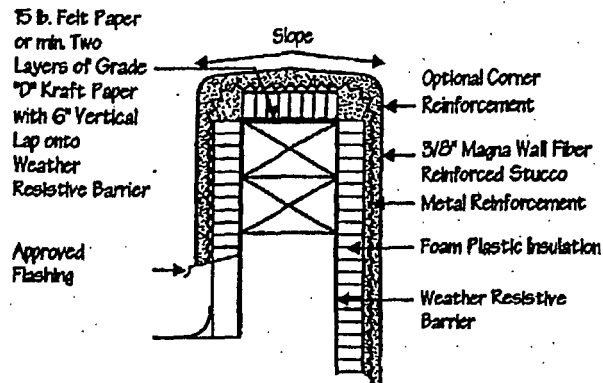
*Flashing is installed by others. Installation requires only shingle lap of the weather resistive barrier onto the approved flashing. Flashing materials and installation should be in accordance with the code.

FIGURE 2—TYPICAL INSTALLATION DETAILS—(Continued)

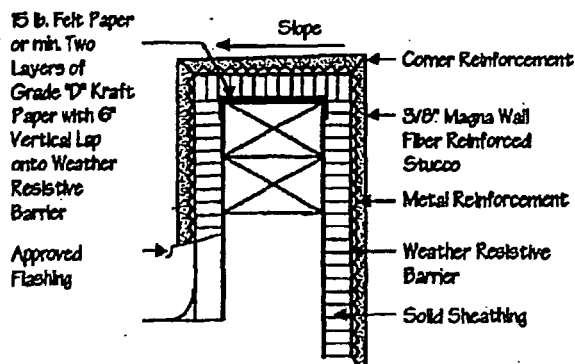
PARAPET WITH METAL CAP FOAM OR SOLID SUBSTRATE



PARAPET WITHOUT METAL CAP FOAM OR SUBSTRATE



PARAPET WITHOUT METAL CAP SOLID SUBSTRATE



DIRECT APPLICATION TO CONCRETE OR CONCRETE MASONRY UNITS

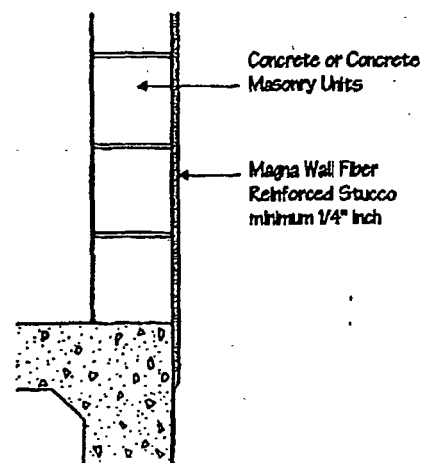
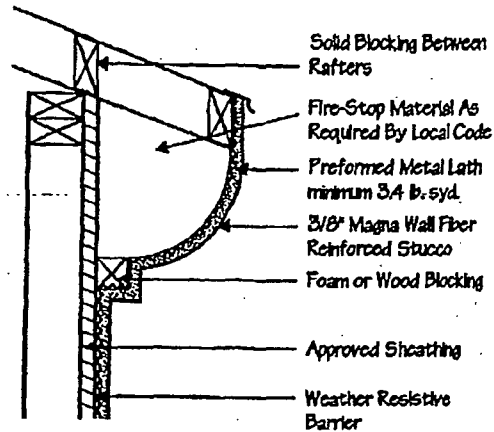


FIGURE 2—TYPICAL INSTALLATION DETAILS—(Continued)

Lath Basket



Note: Shape and design of Lath Basket may vary

A Weep System for One-Coat Stucco Installations

Vinyl tubes 1/2" in diameter are inserted into holes drilled through stucco finish to a keyway formed at edges of concrete slab as shown. Building paper is brought down over sill plates terminating at keyway. Water that may inadvertently find its way behind the plaster assembly is directed downward by building paper to keyway which serves as a receptacle for water. Water then finds its way to the exterior through vinyl tubes spaced 48" o.c. along the open keyway under stucco finish.

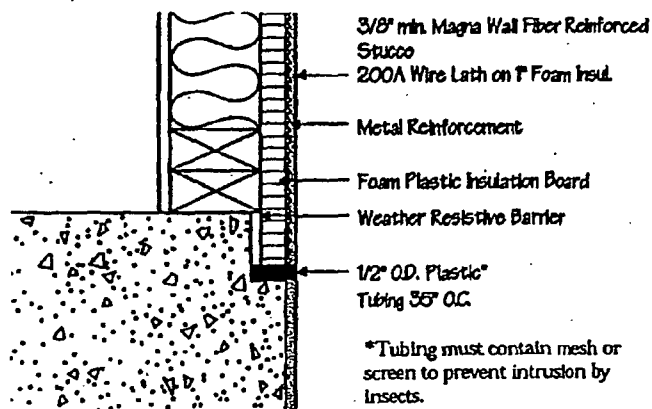


FIGURE 2—TYPICAL INSTALLATION DETAILS—(Continued)

One Hour Load Bearing Fire-Resistive Assemblies

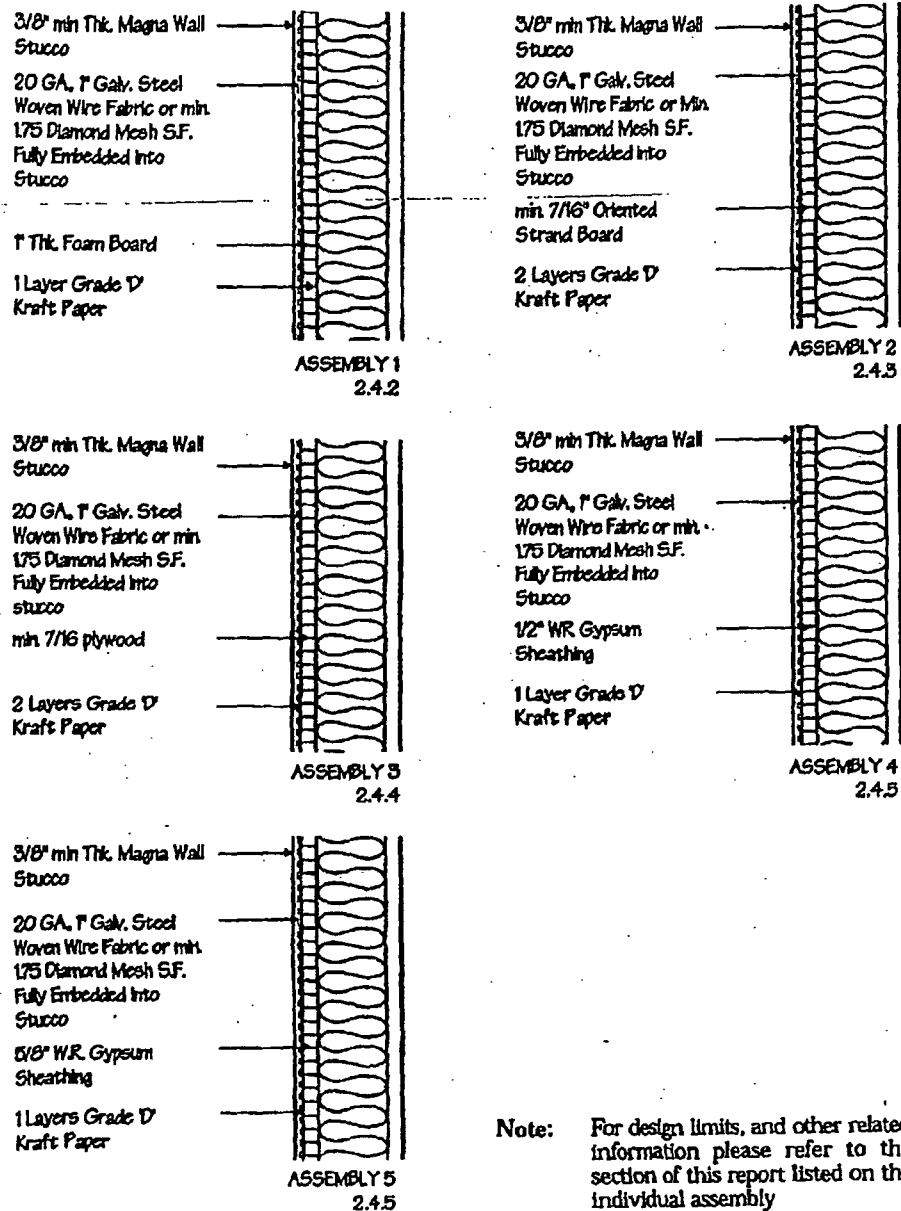


FIGURE 3—ONE-HOUR BEARING-WALL FIRE-RESISTIVE ASSEMBLIES

INSTALLATION CARD	
MagnaWall Fiber Reinforced Stucco System MagnaWall, Inc.	
Job Address _____ _____ _____	National Evaluation Service Report No. _____ Date of Job Completion _____
Plastering Contractor	
Name: _____	
Address: _____	
Telephone No. () _____	
Approved contractor number as issued by the coating manufacturer: _____	
This is to certify that the exterior coating system on the building exterior at the above address has been installed in accordance with the evaluation report specified above and the manufacturer's instructions.	
_____ Signature of Authorized Representative of Plastering Contractor	
_____ Date	
This installation card must be presented to the building inspector after completion of work and before final inspection.	

FIGURE 4—INSTALLATION CARD



Product Specifications

Magna Wall® One-Coat Stucco Plus

Magna Wall® Stucco Systems
16745 West Hardy Road
Houston, Texas 77060
Phone: (281) 821-9487
Fax: (281) 821-9572



Another Performance ISG Resources Building Product

Magna Wall® One-Coat Stucco Plus

PRODUCT DESCRIPTION

Basic Use:

Magna Wall® One-Coat Stucco Plus is intended for use as a one-coat stucco. It may be trowel or gun applied.

Composition and Materials:

A blend of portland cement, hydrated lime, high performance pozzolan, fibers and additives.

Bag Weight:

80 lb. (36.36kg.)

TECHNICAL DATA

Applicable Standards (ASTM is currently drafting a standard for one-coat stucco. The standards listed are for plastic cement.)

ASTM C-1328 for Type S

UBC 25-1

A. Fineness:

This is determined by screening the unmixed mortar through a No. 325 mesh sieve.

ASTM C-1328	24% Maximum
Magna Wall® One-Coat Stucco Plus	16%

B. Autoclave Expansion:

This test is used to predict the long-term hydration of unhydrated particles. This in turn predicts long term failure.

ASTM C-1328	1% Maximum
Magna Wall® One-Coat Stucco Plus	0.04%

C. Time of Setting:

Initial time of set must be long enough to allow adequate time to apply and trowel the product. The final set time must be rapid enough not to interfere with production.

	Initial Set, Minimum	Final Set, Maximum
ASTM C-1328	Not Less Than 90 Minutes (1.5 Hours)	Not More Than 24 Hours
Magna Wall® One-Coat Stucco Plus	150 Minutes (2 1/2 Hours)	270 Minutes (4 1/2 Hours)

D. Compressive Strength:

Magna Wall® One-Coat Stucco Plus exceeds ASTM standards and continues to gain strength over time.

	3-day	7-day	28-day	90-day
ASTM C-1328 Minimum	N/A	1300 psi	2100 psi	N/A
Magna Wall® One-Coat Stucco Plus	1560 psi	1910 psi	3200 psi	3500 psi

Magna Wall® One-Coat Stucco Plus

E. Air Content

Air content affects workability, yield and strength. Plasterers want a high air content to increase workability and yield. However, the higher the air content, the lower the compressive strength. ASTM C-1328 sets the standard for air content in plastic stuccos.

	Requirement
ASTM C-1328 Minimum/Maximum	8/20 %
Magna Wall® One-Coat Stucco Plus	12/16 %

F. Water Retention

Stucco is affected by water retention in three ways:

- The greater the water retention, the longer the stucco remains workable. With a longer working time, the plasterer does not have to stop to retemper the stucco. This, in turn, increases efficiency and lowers cost. Magna Wall® One-Coat Stucco Plus is formulated to remain workable.
- Compressive strength and bond strength are reduced with each retempering. Magna Wall® One-Coat Stucco Plus does not need retempering as often as stuccos made from masonry cements; therefore, it retains its strength better.
- When plastering over block or brick with a high initial rate of absorption, the block or brick can dehydrate the stucco before it sets chemically. This is especially true if the stucco has low water retention. This can cause the stucco to powder and fail to develop strength.

ASTM C-1328 Minimum	70%
Magna Wall® One-Coat Stucco Plus	82%

G. Water Resistance

Magna Wall® One-Coat Stucco Plus is formulated to resist water penetration in its finished state. No stucco is waterproof.

PRODUCT USAGE

A. Mixing Instructions

- Magna Wall® One-Coat Stucco Plus has been formulated to require only 4 to 6 gallons of water depending on the amount of sand used and the moisture content of the sand.
- Use 2.5 to 3.0 cubic feet of loose damp sand per bag of Magna Wall® One-Coat Stucco Plus. This is:
19 to 22.5 gallons,
3.5 to 4.0 5-gallon buckets, * or
15 to 18 No. 2 shovelful. **

* Loose fill and screed off. Most 5-gallon plastic buckets level full hold 5.5 gallons

** Shovel capacity varies with moisture of sand and the operator.

- Magna Wall® One-Coat Stucco Plus is designed to be gun applied, or to be applied by hand.

- For consistent results, use a mechanical mixer and measure the sand and the water. Mixing 4 minutes will improve the workability and water retention for hand application. Over mixing will entrain excess air, which will lower the compressive strength.

STORAGE, APPLICATION, AND CURING:

Shelf life is about 6 months. Store in a dry area off the ground.

Do not add air-entraining agents, mortar fat, antifreeze, accelerators, or waterproofing agents, as they may interfere with the chemical integrity of this product. Do not apply at temperatures below 35 degrees F, or when freezing temperatures are anticipated within 12 hours. Apply the scratch coat a minimum of 3/8 inch thick. After it has cured sufficiently, apply the brown coat a minimum of 3/8 inch thick.

All cementitious stuccos require moisture to cure. Moist cure for 48 hours with regular fogging spray after stucco has taken its initial set (2 to 4 hours).

GENERAL GUIDANCE:

Stuccoing is a skilled craft and competent plasterers know the standards of craftsmanship. Work clean and neat. Fewer problems are observed on a clean work site.

WARNINGS

See MSDS for specifics.

Si usted no entiende la etiqueta, busque una persona para que se la explique a usted en detalle. (If you do not understand this label, find someone to explain it to you in detail.)

This product contains portland cement and hydrated lime (calcium and magnesium hydroxide). Respirators are required. Use eye protection, gloves, and boots to avoid contact with skin and eyes. Harmful if swallowed.

Products containing portland cement may contain small amounts of crystalline silica, a known carcinogen. Crystalline silica causes silicosis, a disabling and potentially fatal lung disease. Cement and lime dust can cause irritation and burns to eyes and skin upon contact. In case of contact with skin, wash thoroughly with water. In case of contact with eyes, flush with clean water for 15 minutes and seek medical attention.

KEEP OUT OF REACH OF CHILDREN / MANTENER LEJOS DE NIÑOS

NOTICE OF LIMITED LIABILITY

Magna Wall® Stucco Systems shall not be liable for incidental and consequential damages, directly or indirectly sustained, nor for any loss caused by application of these goods not in accordance with current printed instructions or for other than the intended use. Magna Wall®'s liability is expressly limited to replacement of defective goods. Any claim shall be deemed waived unless made in writing to Magna Wall® within thirty days from the date it was or reasonably should have been discovered.



MAGNA WALL, Inc.

Fiber Reinforced Stucco



PLAINTIFF'S
EXHIBIT
9

Top photo: Signature Homes, a leading homebuilder in Las Vegas, Nevada, insulated Magna Wall system by Nichols Construction, Inc., Plastering Contractor. Lower photo: San Remo Hotel, Las Vegas, Nevada, A & F Construction, General Contractor - Gossett Brothers of Albuquerque, Plastering Contractor.

MWI 00037

Magna Wall Warrantee Information

Magna Wall Fiber Reinforced Stucco can be top coated with most stucco top coats that are on the market including paint, cementitious coatings, acrylic coatings, and elastomeric coatings. With time, most stucco develops cracks. Many of these cracks are caused by factors other than the stucco, such as, flexing of a wall under wind load, or failure to gap plywood or OSB sheathing. To maintain the integrity of the system, we recommend the Magna Wall elastomeric paint and the Magna Wall elastomeric texture coatings be used as a top coat.

We feel so strong on this matter. We only extend our 10 year materials warrantee to Magna Wall One-Coat Stucco that is applied by a certified applicator

MWI 00038

MAGNA WALL PREMIUM FIBER- REINFORCED STUCCO BROCHURE

SUBSTRATE SPECIFICATIONS

1. General
2. Exterior Gypsum Sheathing
3. Exterior Plywood
4. Foam Plastic Insulation Board
5. Oriented Strand Board (OSB)
6. Fiberboard
7. Concrete Masonry Unit

3

TECHNICAL ASSISTANCE

1. Typical Wall Details
2. MSDS Sheets
3. Product Specifications
 - a. Scratch and Brown
 - b. Plastic Cement
 - c. Magna Wall One Coat

4

NER-459

ICBO ER-4776

5

STUCCO WRAP

MWI 00039



**MAGNA WALL[®]
STUCCO SYSTEMS**

MERCY

**Premium
Fiber Reinforced
Stucco**

MWI 00040

Another Performance ISG Resources Building Product



Oakmont Heathrow Apartments, Lake Mary, Florida

MAGNA WALL® EASE, DURABILITY AND BEAUTY IN EXTERIOR WALL TREATMENTS

Magna Wall® Premium Fiber Reinforced Stucco – a long-lasting and competitively priced exterior wall treatment – is fast becoming an American favorite. Used across the United States, Magna Wall® has shown its value in a variety of applications, including construction of single-family, multi-family, commercial and industrial structures, as well as retrofitting and rehabilitation of existing projects.

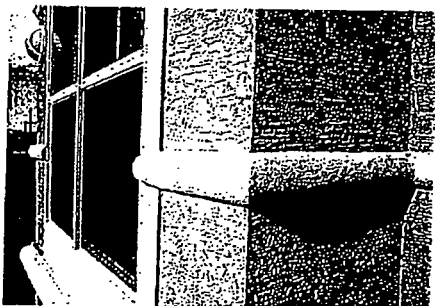


MWI 00041

Cover photo: Mercy Hospital, Laredo, Texas

07

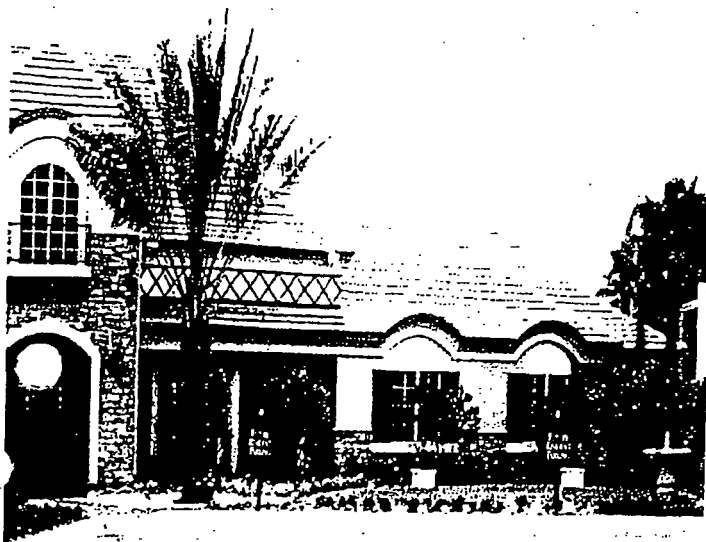
MAGNA WALL[®] OFFERS AN ATTRACTIVE, COST EFFECTIVE ALTERNATIVE TO CONVENTIONAL STUCCO.



Wyndhaven Apartments, Austin, Texas.

Benefits include:

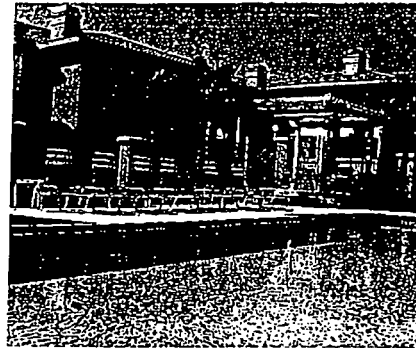
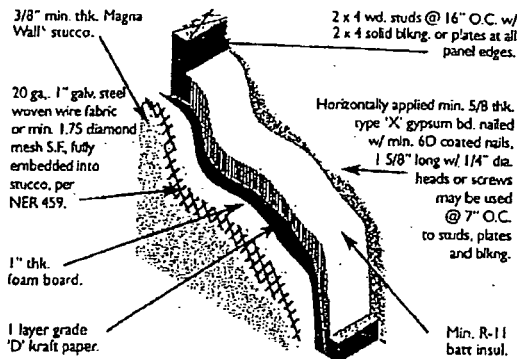
- **Reduced Application Time.** Magna Wall[®] cuts the time required for a three-coat stucco process by more than 30 to 40 percent.
- **Lower Overall Project Costs.** Quicker application allows projects to be completed faster, saving time and money.
- **Superior Strength.** Shear values and fire ratings for Magna Wall[®] are comparable to conventional three-coat stucco. Tensile and flexural strengths for Magna Wall[®] exceed the strengths of three-coat stucco.
- **Excellent Durability.** Magna Wall[®] has the same life expectancy as conventional three-coat stucco.
- **Minimal Shrinkage.** Cracking is minimized because of Magna Wall[®]'s fiber reinforcement.



Jefferson Summit Apartment Clubhouse, Orlando, Florida

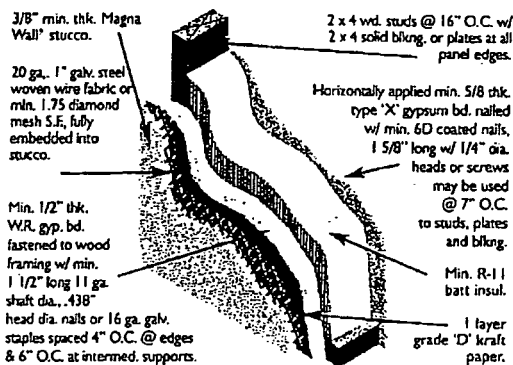
MWI 00042

TYPICAL WALL SECTIONS CREATING ONE-HOUR FIRED RATED ASSEMBLIES



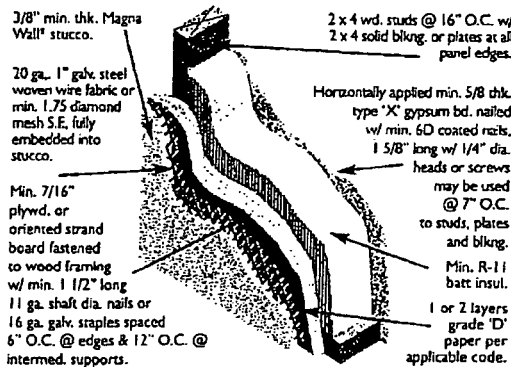
San Moritz Apartments

San Moritz Apartments — Developed by Fairfield Development Company, Las Vegas, Nevada. Architect, Todd & Associates, Phoenix, Arizona. Magna Wall Stucco System applied over wood studs (see detail at left).



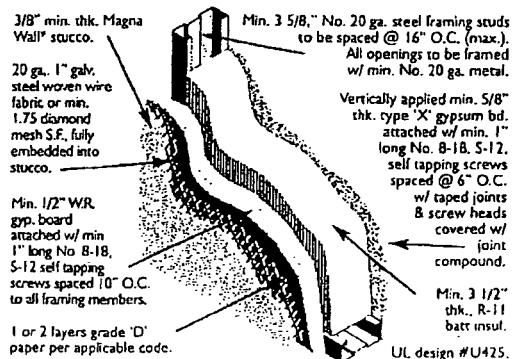
The Vintage at Tomahawk Creek

The Vintage at Tomahawk Creek, Kansas City Missouri — Developed by Knollwood Development, Overland Park, Kansas. Architect, Ferch, Ferold & Partners, Dallas Texas. Magna Wall Stucco System applied over wood studs (see detail at left).



The Arbors Apartments at Maitland Summit

The Arbors at Maitland Summit, Maitland Florida — Developed by Tom Development, Winter Park, Florida. Architect, Charles Brock Associates, Orlando, Florida. Magna Wall Stucco System applied over wood studs (see detail at left).



Vistana Resort

Vistana Resort, Orlando, Florida — Developed by Vistana Development Ltd., Orlando Florida. Architect, Forum Architecture & Interior Design, Inc., Orlando Florida. Magna Wall Stucco System applied over metal studs (see detail at left).

MWI 00043



Marriott Grande Vista, Orlando, Florida
Above left: Residential Construction, Las Vegas, Nevada

DESIGNED WITH THE PLASTERER IN MIND

A blend of portland cement, fibers, chemicals, and fine aggregates, Magna Wall® Premium Fiber Reinforced Stucco can be applied by hand-troweling or machine spraying to almost any wall substrate that has been mechanically fastened to open framing. All foam plastics, insulation board, exterior gypsum sheathing, asphalt impregnated sheathing, plywood and OSB are common substrates. Magna Wall® Premium Fiber Reinforced Stucco can also be used to cover masonry block, concrete and brick without metal reinforcement.

One inch x 20 gauge stucco netting, 1 1/2 inch x 17 gauge stucco netting, and expanded metal lath (1.75 minimum) are used as a reinforcement and mechanical bond for Magna Wall®. All lath covered by UBC, 1988 Edition, may be used, depending on the wall requirement.

Magna Wall® Premium Fiber Reinforced Stucco is available nationwide with manufacturing in more than a dozen locations. Magna Wall® is available in concentrate or pre-sanded mix. Pre-sanded mix is packaged in 100 pound bags, requiring only the addition of potable water at the job site. (See NER Report #459 for mixing and application instructions.)

Magna Wall® is applied in one coat with a thickness from 3/8" to 7/16". The base coat may be textured as soon as it has set sufficiently to accept the finish without the base being disturbed. This can be one hour or longer, depending on the temperature and other conditions.

The Magna Wall® surface should be kept moist for 48 hours following initial application. If adhesives are used, Magna Wall® should be consulted for curing instructions.

Magna Wall® recommends that a quality breathable paint be used to add color and water resistance. Many waterproof synthetic decorative coatings and elastomeric paints are available in a variety of finishes. These will virtually eliminate cracking, other than that caused by stress or wall movement. Magna Wall® Premium Fiber Reinforced Stucco is not a waterproof coating.

MWI 00044

QUALITY TESTED - TIME AND AGAIN

Testing is a way of life for
Magna Wall®. Comprehensive
strength tests are performed
on all products on a regular
basis - both at the plant and
in the field.



Legacy Villas Apartments, Atlanta, Georgia.

Additionally, the following certification tests have been completed by Magna Wall®:

- Freeze-thaw test.
By Testing Consultants, Report #0906041.
- Racking load test.
By Testing Consultants, Report #0906053.
- Accelerated weathering test per ASTM G53.
By Testing Consultants, Report #0907059.
- Transverse load tests per ASTM E72.
By Testing Consultants, Report #0905140.
- Fire tests of building construction and materials per ASTM E119-88.
By Omega Point Laboratories, #0971-90722.
- Air infiltration tests per ASTM E283.
By Architectural Testing, #AT1 14271, issued July 29, 1994.
- Carbon-arc weatherometer tests per ASTM G23.
By Ramtech Laboratories, #9275-91, issued November 11, 1991.
- Noncombustibility tests per ASTM E136.
By Omega Point Laboratories, #9071-93222, issued March 17, 1992.
- Fire test.
By Ramtech Laboratories, #9583A-92, issued December 14, 1992, and amended December 21, 1992.
- Fire test.
By Ramtech Laboratories, #9838-93, issued July 23, 1993.
- Fire test.
By Ramtech Laboratories, #9979-93, issued December 10, 1993.
- Full scale fire resistance test per ASTM E119.
By Omega Point Laboratories, #9071-99413, issued February 16, 1996.
- Water penetration tests of wall panels per ASTM E331.
By Southwest Research Institute, #06-7536-229, issued February 1996.
- Fire test per ASTM E119.
By Omega Point Laboratories, #9071-99559, issued May 6, 1996.
- Estimated sound transmission class (STC) ratings test per ASTM E413-87.
By Jack Evans & Associates, issued September 1996.

Nationally listed by Omega Point Laboratories, Inc.

For additional details on Magna Wall®, see National Evaluation Report #459.
Information on tests is available from Magna Wall®.

MWI 00045



The Alexan Apartments Complex, Orlando, Florida
Above right: Stone Oak Centre Commercial Building, San Antonio, Texas



MWI 00046

Your Quality Magna Wall® Distributor is:

Selected Magna Wall® Manufacturing Locations Include:

Phoenix, Arizona	Tampa, Florida	Dallas, Texas
Tempe, Arizona	Atlanta, Georgia	El Paso, Texas
Los Angeles, California	Las Vegas, Nevada	San Antonio, Texas
Denver, Colorado	Bayville, New Jersey	Salt Lake City, Utah
Ocala, Florida	Portland, Oregon	

ISG Resources - *Performance Building Materials*

Headquartered in Salt Lake City, ISG Resources is a leading supplier of building materials to industries as diverse as ready mixed concrete, precast concrete fabrication, roofing and carpet manufacturing, and, of course, mortar and stucco construction. Operating coast to coast, ISG Resources offers unparalleled programs for the architects and engineers who specify its products and for contractors who use them. ISG Resources is a Citicorp Venture Capital Portfolio Company.

www.isgproducts.com

For more information on Magna Wall®, contact:

Magna Wall® Stucco Systems
5033 Callaghan Road
San Antonio, TX 78228
1-800-626-4391

MWI 00047

Part 1: GENERAL

1.01 SUMMARY

This specification includes all labor, materials, service equipment and scaffolding required to complete the lath and one-coat stucco installation in accordance with the architectural drawings.

1.02 REFERENCES

- A. International Conference of Building Officials Evaluations Services, Inc.
ER-4776
- B. National Evaluation Services, Inc.
NER-459

1.03 SYSTEM DESCRIPTION

Exterior wall system to be a fiber reinforced stucco installation over exterior gypsum sheathing substrate. Exterior gypsum sheathing shall be water resistant core and comply with ASTM C 79-95 with a minimum thickness of ½ inch.

1.04 SUBMITALS

- A. Product Data: Submit fiber reinforced stucco manufacturer's evaluation report in conformance with recognized model code.
- B. Provide certification of approved applicator by fiber reinforced stucco manufacturer.

1.05 QUALITY ASSURANCE

- A. Application of stucco system shall be performed by an approved applicator of the manufacturer in accordance with applicable evaluation report.
- B. Prior to installation of the fiber reinforced stucco, provide a mock-up panel using materials specified for final work. This panel should demonstrate the texture and workmanship to be expected in the completed work. Obtain architect or owner approval of mock-up panel prior to start of actual work and retain panel for judging completed work.

MWI 00048

1.06 DELIVERY, STORAGE AND HANDLING

All stucco products should be delivered in original, unopened bags with labels intact or in approved labeled bulk containers. Product should be stored in such a manner to protect it from rain or moisture.

1.07 PRODUCTION CONDITIONS

- A. Fiber reinforced stucco may be applied at ambient air temperatures between 35 degrees F and 120 degrees F.
- B. Stucco shall be protected from freezing air temperatures for the first six hours after initial application.
- C. Do not apply stucco to frozen surfaces or surfaces containing frost.

1.08 SEQUENCING AND SCHEDULING

- A. Obtain any required lath inspections prior to installation of stucco materials.
- B. Application of stucco materials should be scheduled after completion of installation of interior sheetrock whenever possible to avoid possible damage to or cracking of the stucco from the impact to the framing members and exterior wall surface resulting from sheetrock installation.
- C. Allow adequate time for moist curing of the stucco material prior to the application of paint, elastomeric coating, acrylic plaster finish or colored stucco finish.

1.09 PATCHING AND REPAIR

- A. Stucco that was damaged after installation should be inspected to determine if the weather resistive membrane was damaged, if so, then the weather resistive membrane should be cut out and properly repaired prior to the patching of the stucco material.
- B. Repairs to damaged or defective stucco shall match adjacent surfaces.

Part 2: PRODUCTS

2.01 MANUFACTURER

- A. Furnish fiber reinforced stucco from the following manufacturer:

Magna Wall, Inc.
5033 Callaghan Road
San Antonio, TX 78228

1-800-626-4391

MWI 00049

2.02 MATERIALS

A. Stucco Products

1. Stucco: Fiber Reinforced Stucco as manufactured by Magna Wall, Inc., ICBO ES-4776 or NER-459.
2. Water: Clean, fresh, suitable for human consumption and free from mineral and organic substances that could affect the stucco.
3. Sand: Sand must be clean and free from deleterious amounts of clay, loam, silts, soluble salts and organic matter. Sand gradation shall comply with ASTM C 144-97 or ASTM C 897-96.

B. Lath Products

1. Weather Resistive Membrane: Shall be a minimum grade "D" kraft building paper complying with Federal Specification UUB 790a or asphalt saturated rag felt complying with UL Standard 55-A or a code approved weather resistive barrier such as DuPont Tyvek Stucco Wrap (ICBO ES ER-4000, SBCCI ER-95105D) or Simplex Products R-Wrap Protective Housewrap (ICBO ES ER-4449, SBCCI ER-94104A). The weather resistive membrane is to be installed over the ½ inch exterior gypsum sheathing in compliance with the code.
2. Lath may be a wire Fabric Lath minimum 1 inch, 20 gauge galvanized steel or Expanded Metal Lath shall be a minimum 1.75 pounds per square foot, galvanized steel in compliance with ASTM C 847-93. Wire fabric lath and expanded metal lath are required to be a self-furring type lath for installation over exterior gypsum sheathing. Soffits, ceilings and overhang areas over 12 inches in width shall receive 3.4 pounds per square yard rib type metal lath.
3. Accessory items such as weep screed, corner bead, control joints, etc. shall be code approved corrosion resistant metal, plastic, vinyl or zinc. All components shall be installed as shown and specified by construction documents and in compliance with ICBO ES ER-4776 or NER-459, whichever code is recognized and followed by the local building department.
4. Caulking shall be a minimum of acrylic latex in compliance with ASTM C 834.

Part 3: EXECUTION

3.01 INSPECTION

- A. Examine substrates and any other areas to receive stucco and report any detrimental conditions to the appropriate party.

MWI 00050

- B. Verify before proceeding with work that required inspections of existing conditions have been completed.

3.02 PREPARATION

Protect adjacent areas and surfaces that could be damaged during installation of lath or fiber reinforced stucco materials.

3.03 INSTALLATION

GENERAL: The installation of the lath and fiber reinforced stucco system shall be performed by an applicator approved by the manufacturer and in compliance with ICBO ES ER-4776 or NER-459. The model code recognized and followed by the local building jurisdiction will determine which report will be followed for the lath and stucco installation.

3.04 CLEANING AND PROTECTION

Remove residue from stucco operations from door frames, windows and any other surfaces that may have been stained or marred.

END OF SECTION

NOTES:

Disclaimer: Information contained in this specification conforms to standard detail and product recommendations for the installation of Magna Wall, Inc. products produced by Magna Wall, Inc., as of the date of publication of this document and is presented in good faith. Magna Wall, Inc. assumes no liability, expressed or implied, as to the architecture, engineering or craftwork of any project. To insure that you are using the latest, most complete information, contact Magna Wall, Inc. at: 5033 Callaghan Road, San Antonio, TX 78228, telephone 800-626-4391 or fax 210-520-7078

MWI 00051

**Magna Wall, Inc. Fiber Reinforced Stucco
Exterior Gypsum Sheathing Substrate**

Part 1: GENERAL

1.01 SUMMARY

This specification includes all labor, materials, service equipment and scaffolding required to complete the lath and one-coat stucco installation in accordance with the architectural drawings.

1.02 REFERENCES

- A. International Conference of Building Officials Evaluation Service, Inc.
ER-4776.
- B. National Evaluation Services, Inc. NER-459.

1.03 SYSTEM DESCRIPTION

Exterior wall system to be a fiber reinforced stucco installation over exterior gypsum sheathing substrate. Exterior gypsum sheathing shall be water resistant core and comply with ASTM C 79-95 with a minimum thickness of ½ inch.

1.04 SUBMITTALS

- A. Product Data: Submit fiber reinforced stucco manufacturer's evaluation report in conformance with recognized model code.
- B. Provide certification of approved applicator by fiber reinforced stucco manufacturer.

1.05 QUALITY ASSURANCE

- A. Application of stucco system shall be performed by an approved applicator of the manufacturer in accordance with applicable evaluation report.
- B. Prior to installation of the fiber reinforced stucco provide a mock-up panel using materials specified for final work. This panel should demonstrate the texture and workmanship to be expected in the completed work. Obtain architect or owner approval of mock-up panel prior to start of actual work and retain panel for judging completed work.

MWI 00053

Twelve Oaks at Fenwick Plantation

5/9/2011, 8:13 AM

Building Type	Quantity	Items 01, 03, 08, 09 & 11 Stucco Related Scope	Item 11.2 Interior 50%	Item 12 Mold Remediation 50%	Item 13 General Condition 50%	Item 14 Fees 40%	Total
TYPE 1	01	\$519,617.20	\$29,466.95	\$18,405.00	\$60,244.00	\$251,093.26	\$878,826.41
TYPE 2	07	\$3,414,782.00	\$220,545.85	\$149,887.50	\$431,774.07	\$1,686,795.74	\$5,903,785.16
		\$487,826.00 ea.	\$31,506.55 ea.	\$21,412.50 ea.	\$61,682.01 ea.	\$240,970.82 ea.	
TYPE 3	01	\$764,378.00	\$34,077.02	\$28,780.00	\$91,096.00	\$367,332.40	\$1,285,663.42
TYPE 4	01	\$232,008.21	\$13,269.40	\$18,405.00	\$50,165.00	\$125,539.04	\$439,386.65
LEASING CENTER	01	\$78,855.66	\$4,701.40	\$4,651.00	\$27,693.50	\$46,360.62	\$162,262.18
POOL HOUSE	01	\$37,826.30	\$2,274.70	\$1,986.00	\$23,284.50	\$26,148.60	\$91,520.10
		\$5,047,467.37	\$304,335.32	\$222,114.50	\$684,257.07	\$2,503,269.66	\$8,761,443.92

1768



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Entered
5-11-11



Entered 5-11-11

Corporate Office: (843)399-8918 Fax: (843)399-8928
PO Box 4466
North Myrtle Beach S.C. 29597-4466
Email: procon@proconglobal.com

Florida Office: (407)841-7095 Fax: (407)841-7098
3319 Bartlett Boulevard, Suite 3319
Orlando, FL 32811
Website: www.proconglobal.com

March 15, 2010

The Board of Directors for Twelve Oaks
at Fenwick Property Owners' Association
c/o Chakeris Law Firm
231 Calhoun Street
Charleston, SC 29401

Subj: Twelve Oaks at Fenwick Plantation

Re: Preliminary Budget Estimate for
Correcting Construction Defects

Dear Mr. Chakeris:

Per your request Procon has developed the enclosed Preliminary Budget Estimate for the Twelve Oaks property.

In preparation of developing our Preliminary Budget Estimate Procon relied upon information contained in the following reports:

- January 31, 2002 – Original Plan Sheets "As Built" titled: Vintage at Fenwick Plantation Plan Sheets A0.01 through SP1.05
- October 15, 2009 – RTM Engineering – Condominium Roofing Installation Deficiencies Investigation
- November 6, 2009 – Orbital Engineering and Consulting, LLC – Investigative Report and Analysis.
- December 15, 2009 – Myles Glick – Preliminary Report – Non Destructive and Destructive Testing

In addition to reviewing the aforementioned reports I also visited the property on February 1, 2010 to become familiar with the property and Work Scope areas as identified in the aforementioned reports.

Procon contacted several subcontractors and suppliers to provide cost estimates for various components of the recommended repair scope. The total Preliminary Cost Estimate to complete the recommended Scope of Work as outlined in the December 15, 2009 preliminary report prepared by Myles Glick is approximately \$15,748,225.56 broken down by building as follows:

Cost Per Building:

<u>Type 1</u>	Building #3	\$ 1,341,052.12
<u>Type 2</u>	Building #2	\$ 1,567,172.69
	Building #4	\$ 1,567,172.69
	Building #5	\$ 1,567,172.69
	Building #6	\$ 1,567,172.69
	Building #7	\$ 1,567,172.69
	Building #8	\$ 1,567,172.69
	Building #9	\$ 1,567,172.69
<u>Type 3</u>	Building #2	\$ 2,285,755.69
<u>Type 4</u>	Building #12	\$ 752,784.69
<u>Leasing Center</u>		\$ 249,987.08
<u>Pool House</u>		\$ 148,437.15
Total Recommended Repair Budget		<u>\$15,748,225.56</u>

A copy of this Preliminary Budget Estimate was sent to Myles Glick to confirm Work Scope and project recommended allowances before being sent to your office.

In my opinion, the preliminary Budget Estimate outlined in this correspondence represents a fair and reasonable Cost Estimate of the work to be accomplished over an estimated eighteen (18) month period based upon the present preliminary Work Scope recommendations.

Be advised that the Building Code officials will require that the buildings be closed during construction due to the Scope requirement of disconnecting the power for both exterior envelope repairs and electrical repairs. Packing and/or relocating owners/tenants personal property and loss of use of these units has not been included as part of this Preliminary Budget Estimate. Each unit will need to be completely vacated for approximately three (3) months based upon the current Work Scope recommendations.

Please note that once final design documents are developed and dependent upon how much time elapses before work is scheduled to begin, some price changes could occur due to Scope increase/decrease or price changes.

Thank you for allowing Procon to assist you with the development of this Preliminary Budget Estimate. Please call should you have any questions.

Sincerely,

PROCON & ASSOCIATES, INC.

Bob Gallagher

Bob Gallagher
President

BG/caf



PRELIMINARY REPAIR ESTIMATE
Twelve Oaks @ Fenwick Plantation
Charleston, South Carolina
(Building Type 2 - Quantity 7)
- Building Numbers: 1, 4, 5, 6, 7, 8, and 9 -

Repair scope and pricing are based on the preliminary report & repair recommendations prepared by Myles Glick AIA dated 12/15/09

No.	Description	Reference	Unit	Qty	Unit Cost	Total
01. Mobilization of Rental Equipment						
1.1	Scaffolding delivery in / out	Sunbelt	EA	1	\$1,050.00	\$1,050.00
1.2	Office / storage trailer set up and delivery in / out	William/Scotsman	EA	1	Inc.	\$0.00
1.3	Deliver porta-johns in / out	William/Scotsman	EA	2	Inc.	\$0.00
1.4	Deliver forklift in / out	Sunbelt	EA	1	Inc.	\$0.00
1.5	Deliver dumpsters in / out	William/Scotsman	EA	2	Inc.	\$0.00
	Subtotal for Mobilization of Rental Equipment					\$1,050.00
02. Roofs - Repair Recommendation #1 (Page 13) Reference RTM Engineering Report 10/15/09						
2.1	Remove existing damaged shingles & felt under layment / install new felt under layment flashings & shingles	Thompson Roofing	L/S	1	\$59,500.00	\$59,500.00
2.2	Remove existing EPDM membrane and install new	Thompson Roofing	L/S	1	Inc.	\$0.00
2.3	Replace moisture-damaged sheathing at roof deck	See Allowance (11.1a)				\$0.00
2.4	Replace moisture-damaged wood framing components	See Allowance (11.1c)				\$0.00
2.5	Replace moisture-damaged drywall ceilings at breezeways	See Allowance (11.1b)				\$0.00
2.6	Provide remediation protocols as directed by (CIE)	See Section 12.				\$0.00
2.7	Provide temporary weather protection at flat roofs	Rhino	L/S	1	\$2,500.00	\$2,500.00
	Subtotal for Roofs					\$62,000.00
03. Magna Wall System - Repair Recommendation #3 (Page 14)						
3.1	Remove all existing magna wall system stucco to include building wrap, membrane flashing at rough openings and system flashing components to expose all OSB sheathing for inspection	Rhino	S/F	24,000	\$2.75	\$66,000.00
3.2	Provide temporary weather protection	Rhino		24,000	\$1.15	\$27,600.00



No.	Description	Reference	Unit	Qty	Unit Cost	Total
3.3	Replace moisture-damaged exterior OSB sheathing	See Allowance (11.1d)				\$0.00
3.4	Replace moisture-damaged wood framing components	See Allowance (11.1e)				\$0.00
3.5	Replace moisture-damaged exterior wall cavity butt insulation	See Allowance (11.1f)				\$0.00
3.6	Install new moisture barrier over exterior walls, 2 layers, 30# felt	Double M Construction	S/F	24,000	\$1.06	\$25,440.00
3.7	Wrap all rough openings with membrane flashing	Double M Construction	L/F	4,800	\$0.72	\$3,456.00
3.8	Install zinc accessories at wall penetrations, dissimilar materials, floor lines outside/inside corners and control joints	Sun Beam Stucco	L/F	8,000	Inc.	\$0.00
3.9	Install floor line flashing at bottom of wall and floor lines	Double M Construction	L/F	3,000	\$2.16	\$6,480.00
3.10	Install 3.4 self furring wire lath	Sun Beam Stucco	S/F	24,000	\$3.50	\$84,000.00
3.11	Apply three-coat hard stucco system (FRP)	Sun Beam Stucco	S/F	24,000	\$9.00	\$216,000.00
3.12	Apply primer and finish color coat and decorative trim components to match existing architectural building features	Sun Beam Stucco	S/F	24,000	Inc.	\$0.00
	Subtotal for Magna Wall System - Stucco Areas					\$428,976.00

04. Siding Materials - Repair Recommendation #4 (Page 14)

4.1	Remove all existing cementitious siding and trim components to include building wrap, membrane flashing at rough openings and flashing components to expose all OSB sheathing for inspection.	Rhino	S/F	6,000	\$2.00	\$12,000.00
4.2	Provide temporary weather protection	Rhino	S/F	6,000	\$1.15	\$6,900.00
4.3	Replace moisture-damaged exterior OSB sheathing	See Allowance (11.1g)				\$0.00
4.4	Replace moisture-damaged wood framing components	See Allowance (11.1h)				\$0.00
4.5	Replace moisture-damaged exterior wall cavity butt insulation	See Allowance (11.1i)				\$0.00
4.6	Install new moisture barrier over exterior walls, 2 layers 30# felt	Double M Construction	S/F	6,000	\$1.06	\$6,360.00
4.7	Wrap all rough openings with membrane flashings	Double M Construction	L/F	912	\$0.72	\$656.64
4.8	Install new flashing at all siding to stucco band intersections and kick out flashing at gable wall intersections	Double M Construction	L/F	800	\$2.22	\$1,776.00
4.9	Install new cement board siding and associated trim to match existing architectural building features	Double M Construction	S/F	6,000	\$3.20	\$19,200.00
4.10	Prime all cement board siding and trim materials prior to installation on building - all sides	D.R. Moore Painting	S/F	6,000	\$1.00	\$6,000.00
4.11	Provide two (2) top coats of paint over cement board siding and trim materials to match existing color scheme.	D.R. Moore Painting	S/F	6,000	\$1.50	\$9,000.00
	Subtotal for Siding Materials					\$61,892.64

05. Breezeway Areas - Repair Recommendation #5 (Page 15)

5.1	Clean and prepare surface	D.R. Moore Painting	S/F	2,000	\$0.25	\$500.00
5.2	Provide new sloping materials to eliminate standing/ponding water	See Allowance (11.1j)				\$0.00

No.	Description	Reference	Unit	Qty	Unit Cost	Total
5.3	Install new waterproof membrane on breezeway surface turning up onto wall sheathing to include entry door threshold and deck surface detail (2nd & 3rd floors)	D.R. Moore Painting	S/F	2,000	\$7.00	\$14,000.00
5.4	Install new kick out flashing at breezeway edges	Double M Construction	LOC	16	\$24.80	\$396.80
5.5	Re-detail new handrail connections through siding and seal	Double M Construction	LOC	32	\$26.00	\$832.00
5.6	Install WTS detail at ground floor breezeways	D.R. Moore Painting	L/F	434	\$4.00	\$1,736.00
	Subtotal for Breezeway Areas					\$17,464.80

06. Balcony Areas - Repair Recommendation (same as breezeway)

6.1	Clean and prepare surface	D.R. Moore Painting	S/F	896	\$0.25	\$224.00
6.2	Provide new sloping materials to eliminate standing/ponding water	NIS	0			\$0.00
6.3	Install new waterproof membrane on balcony surface turning up onto wall sheathing to include SGD threshold and deck surface detail, 2nd & 3rd floors	D.R. Moore Painting	S/F	896	\$7.00	\$6,272.00
6.4	Install new kick out flashing at balcony edges	Double M Construction	LOC	16	\$24.80	\$396.80
6.5	Re-detail new handrail connections through siding and seal	Double M Construction	LOC	64	\$26.00	\$1,664.00
6.6	Install WTS detail at ground floor balconies	D.R. Moore Painting	L/F	88	\$4.00	\$352.00
	Subtotal for Balcony Areas					\$8,908.80

07. Windows & Flashings - Repair Recommendation #2 (Page 13)
Replace all window units with new code compliant units to include replacement of deficient flashings at rough openings

7.1	Remove and dispose of all existing window units	Double M Construction	EA	83	\$37.50	\$3,112.50
7.2	Provide new code compliant window units with appropriate DP rating	Myrtle Beach Building Supply	L/S	1	\$57,768.00	\$57,768.00
	7.2.1a - Install Type A 3'0 x 6'0 mulled together (Double)	Double M Construction	EA	50	\$65.00	\$3,250.00
	7.2.1b - Install Type B 3'0 x 6'0 single (Single)	Double M Construction	EA	23	\$55.00	\$1,265.00
	7.2.1c - Install Type C 3'0 x 6'0 (3) mulled together (Triple)	Double M Construction	EA	10	\$85.00	\$850.00
7.3	Replace OSB sheathing where gaps exist at window perimeter rough openings	See Allowance (11.1k)				\$0.00
7.4	Install window and door head flashing at each R/O	Double M Construction	L/F	460	\$2.75	\$1,265.00
7.5	Install new peel-n-stick, sealing nailing flange to face of wall moisture barrier in water shed lap configuration	Double M Construction	L/F	2,000	\$0.72	\$1,440.00
7.6	Provide new SGD units - 6'	Myrtle Beach Building Supply	EA	4	\$671.88	\$2,687.52
7.7	Provide new SGD units - 9'	Myrtle Beach Building Supply	EA	8	\$940.63	\$7,525.04
7.8	Remove and install new 6' balcony sliding glass doors	Double M Construction	EA	4	\$190.00	\$760.00

No.	Description	Reference	Unit	Qty.	Unit Cost	Total
7.9	Remove and install new 9' balcony sliding glass doors	Double M Construction	EA	8	\$200.00	\$1,600.00
	Subtotal for Windows & Flashings					\$81,523.06

08. Sealants

8.1	Install new caulk details @ all fenestrations & areas of dissimilar materials	D.R. Moore Painting	L/F	6,000	\$2.25	\$13,500.00
8.2	Install new caulk details at stucco and cement siding	D.R. Moore Painting	L/F	2,000	\$2.25	\$4,500.00
	Subtotal for Sealants					\$18,000.00

09. Project Remove/Store and Replace Items

9.1	Remove, store and replace all breezeway and balcony handrails	Double M Construction	L/F	228	\$4.90	\$1,117.20
9.2	Remove, store and replace all exterior light fixtures attached to side of building at balconies, garage doors and entry doors	Procon	EA	50	\$25.00	\$1,250.00
9.3	Remove, store and replace bath and dryer vents attached to exterior walls	Double M Construction	EA	44	\$12.50	\$550.00
9.4	Remove, store and reinstall steel stairs and rails, steps and stringer	Procon	EA	8	\$3,000.00	\$24,000.00
9.5	Prepare and paint steps, stringers and handrails	D.R. Moore Painting	L/F	400	\$11.00	\$4,400.00
9.6	Remove, store and reinstall unit entry doors	Double M Construction	EA	22	\$140.00	\$3,080.00
9.7	Remove, store and reinstall garage entry and storage room entry doors	Double M Construction	EA	11	\$140.00	\$1,540.00
9.8	Prepare and paint all entry-type doors	D.R. Moore Painting	EA	33	\$40.00	\$1,320.00
9.9	Remove, store and reinstall garage roll-up doors	Double M Construction	EA	5	\$175.00	\$875.00
9.10	Remove, store and reinstall all gutters and downspouts	Double M Construction	L/F	332	\$4.45	\$1,477.40
9.11	Remove, store and reinstall ground floor balcony screen enclosure frames, provide new screen tight system	Double M Construction	EA	4	\$850.00	\$3,400.00
9.12	Remove, store and reinstall gable attic vents	Double M Construction	EA	4	\$45.00	\$180.00
9.13	Remove, store and reinstall meter base and panels	Procon	EA	22	\$250.00	\$5,500.00
	Subtotal for Project Remove/Store and Replace Items					\$48,689.60

10. Electrical and Mechanical (Orbital Engineering Report Dated 11/6/09)

10.1	Electrical work scope pending (page 4) Item-1	Delta	EA	1	\$69,773.00	\$69,773.00
10.2	Mechanical work scope pending (page 4) Item-2	See Allowance 11.2i				\$0.00
10.3	Remove interior drywall along path of new cable runs	See Allowance 11.2h				\$0.00
	Subtotal for Electrical and Mechanical					\$69,773.00

11. Project Allowances for Unknown Quantities

11.1	Exterior					
11.1a	Replacement of roof deck sheathing (flat roofs only)	Allowance 20%	S/F	114	\$1.15	\$131.10

No.	Description	Reference	Unit	Qty	Unit Cost	Total
	11.1b - Replacement of drywall in exterior breezeways	Allowance 20%	S/F	228	\$1.25	\$285.00
	11.1c - Replace moisture-damaged wood framing components	Allowance 10%	S/F	114	\$8.50	\$969.00
	11.1d - Replacement of moisture-damaged OSB wall sheathing at stucco locations	Allowance 20%	S/F	4,800	\$1.00	\$4,800.00
	11.1e - Replacement of moisture-damaged exterior wall framing at stucco locations	Allowance 10%	S/F	2,400	\$5.50	\$13,200.00
	11.1f - Replacement of moisture-damaged exterior wall butt insulation at stucco locations	Allowance 20%	S/F	4,800	\$0.50	\$2,400.00
	11.1g - Replace moisture-damaged exterior OSB sheathing at siding location	Allowance 20%	S/F	1,200	\$1.00	\$1,200.00
	11.1h - Replace moisture-damaged wood framing components at siding location	Allowance 10%	S/F	600	\$5.50	\$3,300.00
	11.1i - Replace moisture-damaged exterior wall cavity butt insulation at siding location	Allowance 20%	S/F	1,200	\$0.50	\$600.00
	11.1j - Install lightweight sloping material at breezeways	Allowance 25%	S/F	500	\$7.00	\$3,500.00
	11.1k - Replace OSB sheathing where gaps exist at window perimeter rough openings	Allowance 30%	S/F	800	\$1.40	\$1,120.00
	11.1l - Landscaping allowance - remove, cut back and replant	Allowance	L/S	1	\$3,500.00	\$3,500.00
11.2	Interior					
	11.2a - Replace interior drywall	Allowance 10%	S/F	3,000	\$1.25	\$3,750.00
	11.2b - Replace interior trim	Allowance 10%	L/F	920	\$1.50	\$1,380.00
	11.2c - Prime and paint interior drywall	Allowance 10%	S/F	3,000	\$0.80	\$2,400.00
	11.2d - Prime and paint interior trim	Allowance 10%	L/F	920	\$0.90	\$828.00
	11.2e - Replace interior drywall at ceilings	Allowance 5%	S/F	1,500	\$1.25	\$1,875.00
	11.2f - Prime and texture interior ceilings	Allowance 5%	S/F	1,500	\$1.85	\$2,775.00
	11.2g - Repair drywall nail pops and paint wall	Allowance 50%	S/F	15,000	\$1.00	\$15,000.00
	11.2h - Remove and replace drywall and finish along new cable runs	Allowance	S/F	6,800	\$4.20	\$27,720.00
	11.2i - HVAC Scope					
	- Remove/replace roof units	Allowance	EA	22	\$350.00	\$7,700.00
	- Replace approximately 20% inside units	Allowance	EA	5	\$1,500.00	\$7,500.00
	Subtotal for Project Allowances for Unknown Quantities					\$105,933.10

12. Environmental Remediation Protocol

12.1	Fold back carpet at window rough openings	Rhino	LOC	83	\$20.00	\$1,660.00
12.2	Construct negative air containments at each R/O	Rhino	LOC	83	\$180.00	\$14,940.00
12.3	Remove interior trim at each R/O	Rhino	L/F	920	\$0.50	\$460.00
12.4	Remove contaminated drywall	Rhino	S/F	1,000	\$1.10	\$1,100.00
12.5	Clean and encapsulate drywall areas	Rhino	S/F	1,000	\$1.50	\$1,500.00
12.6	Wipe clean all non-porous materials in containment with biocide	Rhino	S/F	2,000	Inc.	
12.7	Hepa-vac and fine clean areas for clearance	Rhino	S/F	2,000	\$1.00	\$2,000.00
12.8	Run air scrubbers and dehumidifiers prior to final clearance	Rhino	LOC	83	\$120.00	\$9,960.00

No	Description	Reference	Unit	Qty	Unit Cost	Total
12.9	Remove containments	Rhino	LOC	83	\$80.00	\$4,980.00
12.10	Unfold carpet, stretch and kick-in	Rhino	LOC	83	\$75.00	\$6,225.00
	<i>*Folding back carpet and then unfolding carpet for kick-in assumes that the carpet is not contaminated. If carpet is contaminated, disposal is recommended.</i>					
	Subtotal for Environmental Remediation Protocol					\$42,825.00
13. General Conditions						
13.1	Scaffolding erection / dismantle	Sunbelt	L/S	1	\$33,224.00	\$33,224.00
13.2	Scaffold rental to include 7.5% sales tax	Sunbelt	EA	3.286	\$7,112.00	\$23,370.03
13.3	Dumpster fees per building	Express Disposal	EA	6	\$120.00	\$720.00
13.4	Dumpster & dump fees for const. trash @ 6.2 per building	Express Disposal	EA	6	\$300.00	\$1,800.00
13.5	Forklift rental	Sunbelt	Months	1.5	\$2,350.00	\$3,525.00
13.6	Jobsite office / storage trailer	William/Scotsman	Months	1.5	\$455.00	\$682.50
13.7	Porta-John - 4 units	Access Portable Toilets	EA	1.5	\$220.00	\$330.00
13.8	Project supervisor	Procon	Months	1.5	\$8,000.00	\$12,000.00
13.9	Assistant supervisor	Procon	Months	1.5	\$7,000.00	\$10,500.00
13.10	Building permit	Procon				
	• \$2,647.00 (\$2.50/1,000)	Procon	L/S	1	\$2,647.00	\$2,647.00
	• \$1,323.00 (plan review @ 1/2)	Procon	L/S	1	\$1,323.00	\$1,323.00
	• \$1,755.00 (first 500K)	Procon	L/S	1	\$1,755.00	\$1,755.00
13.11	Fine clean units	Procon	Units	22	\$300.00	\$6,600.00
13.12	Temporary handrails for construction	Procon	L/S	1	\$5,000.00	\$5,000.00
13.13	Continuous clean-up crew (2 men)	Procon	Months	1.5	\$6,625.00	\$9,937.50
13.14	Construction fencing (around building)	Procon	L/S	1	\$2,000.00	\$2,000.00
13.15	Jobsite pick-up truck expense	Procon	Months	1.5	\$900.00	\$1,350.00
13.16	Project before/after photo documentation of conditions	Procon	Units	22	\$300.00	\$6,600.00
	Subtotal for General Conditions					\$123,364.03
	Project Subtotal					\$1,070,400.03

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No.	Description	Reference	Unit	Qty.	Unit Cost	Total
14.	Project Fees					
14.1	Contractor's Operation and Overhead @ 10%					\$107,040.00
	Subtotal					\$1,177,440.04
14.2	Contractor's Fee @ 10%					\$117,744.00
	Subtotal					\$1,295,184.04
14.3	Project Contingency @ 10%					\$129,518.40
	Subtotal					\$1,424,702.44
14.4	Architectural and Engineering Fees @ 10%					\$142,470.24
	Total Estimated Project Cost Per Type 2 Building					\$1,567,172.69
	Total Cost For All Seven (7) Type 2 Buildings					\$10,970,208.81

Qualifications

- a. This estimate and general conditions are based on an 18 month Construction schedule

Exclusions

- a. No pricing to re-direct storm water drainage away from the buildings is included in estimate.
b. No ground floor footing or interior concrete slab work of any kind is included in the estimate.
c. Scope does not address inadequate, improper, or missing hurricane strapping or fire stopping between unit walls or attic spaces required by code.
d. Buildings must be closed for construction; owners are responsible for removing all contents from unit
e. There is no allowance in this estimate for loss of use while buildings are vacated for 3 months of construction

EA = Each
L/F = Linear Feet
LOC = Location
L/S = Lump Sum
S/F = Square Feet

PROJECT SCHEDULE

General Conditions

	by Building	Scaffolding Rental by Building
Building #3 and #1	2.5 & 1.5 / 4 Months	3.0 & 3.286 / 6.286 Months
Building #4 and #5	1.5 & 1.5 / 3 Months	3.286 & 3.286 / 6.572 Months
Building #6 and #7	1.5 & 1.5 / 3 Months	3.286 & 3.286 / 6.572 Months
Building #8 and #9	1.5 & 1.5 / 3 Months	3.286 & 3.286 / 6.572 Months
Building #2 and #12	1.5 & 1.5 / 3 Months	4.0 & 3.0 / 7.0 Months
Leasing Center & Pool House	1.0 & 1.0 / 2 Months	2.0 and 1.0 / 3.0 Months

18 Months

36 Months

Complete two (2) buildings at a time (18 Month Construction Schedule)



PRELIMINARY REPAIR ESTIMATE
Twelve Oaks @ Fenwick Plantation
Charleston, South Carolina
(Building Type 1 - Quantity 1)
- Building Number: 3 -

Repair scope and pricing are based on the preliminary report & repair recommendations prepared by Myles Glick AIA dated 12/15/09

No.	Description	Reference	Unit	Qty	Unit Cost	Total
01. Mobilization of Rental Equipment						
1.1	Scaffolding delivery in / out	Sunbelt	EA	1	\$1,050.00	\$1,050.00
1.2	Office / storage trailer set up and delivery in / out	William/Scotsman	EA	1	\$536.00	\$536.00
1.3	Deliver porta-johns in / out	William/Scotsman	EA	2	Inc.	\$0.00
1.4	Deliver forklift in / out	Sunbelt	EA	1	Inc.	\$0.00
1.5	Deliver dumpsters in / out	William/Scotsman	EA	2	Inc.	\$0.00
	Subtotal for Mobilization of Rental Equipment					\$1,586.00
02. Roofs - Repair Recommendation #1 (Page 13) Reference RTM Engineering Report 10/15/09						
2.1	Remove existing damaged shingles & felt under layment / install new felt under layment flashings & shingles	Thompson Roofing	L/S	1	\$45,750.00	\$45,750.00
2.2	Remove existing EPDM membrane and install new	Thompson Roofing	L/S	1	Inc.	\$0.00
2.3	Replace moisture-damaged sheathing at roof deck	See Allowance (11.1a)				\$0.00
2.4	Replace moisture-damaged wood framing components	See Allowance (11.1c)				\$0.00
2.5	Replace moisture-damaged drywall ceilings at breezeways	See Allowance (11.1b)				\$0.00
2.6	Provide remediation protocols as directed by (CIE)	See Section 12.				\$0.00
2.7	Provide temporary weather protection at flat roofs	Rhino	L/S	1	\$2,500.00	\$2,500.00
	Subtotal for Roofs					\$48,250.00
03. Magna Wall System - Repair Recommendation #3 (Page 14)						
3.1	Remove all existing magna wall system stucco to include building wrap, membrane flashing at rough openings and system flashing components to expose all OSB sheathing for inspection	Rhino	S/F	26,000	\$2.75	\$71,500.00
3.2	Provide temporary weather protection	Rhino	S/F	26,000	\$1.15	\$29,900.00

No.	Description	Reference	Unit	Qty	Unit Cost	Total
3.3	Replace moisture-damaged exterior OSB sheathing	See Allowance (11.1d)				\$0.00
3.4	Replace moisture-damaged wood framing components	See Allowance (11.1e)				\$0.00
3.5	Replace moisture-damaged exterior wall cavity butt insulation	See Allowance (11.1f)				\$0.00
3.6	Install new moisture barrier over exterior walls, 2 layers, 30# felt	Double M Construction	S/F	26,000	\$1.06	\$27,560.00
3.7	Wrap all rough openings with membrane flashing	Double M Construction	L/F	1,560	\$0.72	\$1,123.20
3.8	Install zinc accessories at wall penetrations, dissimilar materials, floor lines outside/inside corners and control joints	Sun Beam Stucco	L/F	7,200	Inc.	\$0.00
3.9	Install floor line flashing at bottom of wall and floor lines	Double M Construction	L/F	2,800	\$2.16	\$6,048.00
3.10	Install 3.4 self furring wire lath	Sun Beam Stucco	S/F	26,000	\$3.50	\$91,000.00
3.11	Apply three-coat hard stucco system (FRP)	Sun Beam Stucco	S/F	26,000	\$9.00	\$234,000.00
3.12	Apply primer and finish color coat and decorative trim components to match existing architectural building features	Sun Beam Stucco	S/F	26,000	Inc.	\$0.00
	Subtotal for Magna Wall System - Stucco Areas					\$461,131.20

04. Siding Materials - Repair Recommendation #4 (Page 14)

4.1	Remove all existing cementitious siding and trim components to include building wrap, membrane flashing at rough openings and flashing components to expose all OSB sheathing for inspection.	Rhino	S/F	2,000	\$2.00	\$4,000.00
4.2	Provide temporary weather protection	Rhino	S/F	2,000	\$1.15	\$2,300.00
4.3	Replace moisture-damaged exterior OSB sheathing	See Allowance (11.1g)				\$0.00
4.4	Replace moisture-damaged wood framing components	See Allowance (11.1h)				\$0.00
4.5	Replace moisture-damaged exterior wall cavity butt insulation	See Allowance (11.1i)				\$0.00
4.6	Install new moisture barrier over exterior walls, 2 layers 30# felt	Double M Construction	S/F	2,000	\$1.06	\$2,120.00
4.7	Wrap all rough openings with membrane flashings	Double M Construction	L/F	432	\$0.72	\$311.04
4.8	Install new flashing at all siding to stucco band intersections and kick out flashing at gable wall intersections	Double M Construction	L/F	600	\$2.22	\$1,332.00
4.9	Install new cement board siding and associated trim to match existing architectural building features	Double M Construction	S/F	2,000	\$3.20	\$6,400.00
4.10	Prime all cement board siding and trim materials prior to installation on building - all sides	D.R. Moore Painting	S/F	2,000	\$1.00	\$2,000.00
4.11	Provide two (2) top coats of paint over cement board siding and trim materials to match existing color scheme.	D.R. Moore Painting	S/F	2,000	\$1.50	\$3,000.00
	Subtotal for Siding Materials					\$21,463.04

05. Breezeway Areas - Repair Recommendation #5 (Page 15)

5.1	Clean and prepare surface	D.R. Moore Painting	S/F	2,000	\$0.25	\$500.00
5.2	Provide new sloping materials to eliminate standing/ponding water	See Allowance (11.1j)				\$0.00

No.	Description	Reference	Unit	Qty	Unit Cost	Total
5.3	Install new waterproof membrane on breezeway surface turning up onto wall sheathing to include entry door threshold and deck surface detail (2nd & 3rd floors)	D.R. Moore Painting	S/F	2,000	\$7.00	\$14,000.00
5.4	Install new kick out flashing at breezeway edges	Double M Construction	LOC	16	\$24.80	\$396.80
5.5	Re-detail new handrail connections through siding and seal	Double M Construction	LOC	32	\$26.00	\$832.00
5.6	Install WTS detail at ground floor breezeways	D.R. Moore Painting	L/F	434	\$4.00	\$1,736.00
	Subtotal for Breezeway Areas					\$17,464.80

06. Balcony Areas - Repair Recommendation (same as breezeway)

6.1	Clean and prepare surface	D.R. Moore Painting	S/F	896	\$0.25	\$224.00
6.2	Provide new sloping materials to eliminate standing/ponding water	NIS	0			\$0.00
6.3	Install new waterproof membrane on balcony surface turning up onto wall sheathing to include SGD threshold and deck surface detail, 2nd & 3rd floors	D.R. Moore Painting	S/F	896	\$7.00	\$6,272.00
6.4	Install new kick out flashing at balcony edges	Double M Construction	LOC	16	\$24.80	\$396.80
6.5	Re-detail new handrail connections through siding and seal	Double M Construction	LOC	64	\$26.00	\$1,664.00
6.6	Install WTS detail at ground floor balconies	D.R. Moore Painting	L/F	44	\$4.00	\$176.00
	Subtotal for Balcony Areas					\$8,732.80

07. Windows & Flashings - Repair Recommendation #2 (Page 13)

Replace all window units with new code compliant units to include replacement of deficient flashings at rough openings

7.1	Remove and dispose of all existing window units	Double M Construction	EA	70	\$37.50	\$2,625.00
7.2	Provide new code compliant window units with appropriate DP rating	Myrtle Beach Building Supply	L/S	1	\$45,157.00	\$45,157.00
	7.2.1a - Install Type A 3'0 x 6'0 mulled together (Double)	Double M Construction	EA	26	\$65.00	\$1,690.00
	7.2.1b - Install Type B 3'0 x 6'0 single (Single)	Double M Construction	EA	32	\$55.00	\$1,760.00
	7.2.1c - Install Type C 3'0 x 6'0 (3) mulled together (Triple)	Double M Construction	EA	12	\$85.00	\$1,020.00
7.3	Replace OSB sheathing where gaps exist at window perimeter rough openings	See Allowance (11.1k)				\$0.00
7.4	Install window and door head flashing at each R/O	Double M Construction	L/F	360	\$2.75	\$990.00
7.5	Install new peel-n-stick, sealing nailing flange to face of wall moisture barrier in water shed lap configuration	Double M Construction	L/F	1,560	\$0.72	\$1,123.20
7.6	Provide new SGD units - 6'	Myrtle Beach Building Supply	EA	4	\$671.88	\$2,687.52
7.7	Provide new SGD units - 9'	Myrtle Beach Building Supply	EA	6	\$940.63	\$5,643.78
7.8	Remove and install new 6' balcony sliding glass doors	Double M Construction	EA	4	\$190.00	\$760.00

No.	Description	Reference	Unit	Qty.	Unit Cost	Total
7.9	Remove and install new 9' balcony sliding glass doors	Double M Construction	EA	6	\$200.00	\$1,200.00
	Subtotal for Windows & Flashings					\$64,656.50

08. Sealants

8.1	Install new caulk details @ all fenestrations & areas of dissimilar materials	D.R. Moore Painting	L/F	5,400	\$2.25	\$12,150.00
8.2	Install new caulk details at stucco and cement siding	D.R. Moore Painting	L/F	1,600	\$2.25	\$3,600.00
	Subtotal for Sealants					\$15,750.00

09. Project Remove/Store and Replace Items

9.1	Remove, store and replace all breezeway and balcony handrails	Double M Construction	L/F	228	\$4.90	\$1,117.20
9.2	Remove, store and replace all exterior light fixtures attached to side of building at balconies, garage doors and entry doors	Procon	EA	37	\$25.00	\$925.00
9.3	Remove, store and replace bath and dryer vents attached to exterior walls	Double M Construction	EA	44	\$12.50	\$550.00
9.4	Remove, store and reinstall steel stairs and rails, steps and stringer	Procon	EA	8	\$3,000.00	\$24,000.00
9.5	Prepare and paint steps, stringers and handrails	D.R. Moore Painting	L/F	400	\$11.00	\$4,400.00
9.6	Remove, store and reinstall unit entry doors	Double M Construction	EA	22	\$140.00	\$3,080.00
9.7	Remove, store and reinstall garage entry and storage room entry doors	Double M Construction	EA	0	\$140.00	\$0.00
9.8	Prepare and paint all entry-type doors	D.R. Moore Painting	EA	22	\$40.00	\$880.00
9.9	Remove, store and reinstall garage roll-up doors	Double M Construction	EA	5	\$175.00	\$875.00
9.10	Remove, store and reinstall all gutters and downspouts	Double M Construction	L/F	276	\$4.45	\$1,228.20
9.11	Remove, store and reinstall ground floor balcony screen enclosure frames, provide new screen tight system	Double M Construction	EA	2	\$850.00	\$1,700.00
9.12	Remove, store and reinstall gable attic vents	Double M Construction	EA	3	\$45.00	\$135.00
9.13	Remove, store and reinstall meter base and panels	Procon	EA	22	\$250.00	\$5,500.00
	Subtotal for Project Remove/Store and Replace Items					\$44,390.40

10. Electrical and Mechanical (Orbital Engineering Report Dated 11/6/09)

10.1	Electrical work scope pending (page 4) Item-1	Delta	EA	11	\$100.00	\$1,100.00
10.2	Mechanical work scope pending (page 4) Item-2	See Allowance 11.2i				\$0.00
10.3	Remove interior drywall along path of new cable runs	See Allowance 11.2h				\$0.00
	Subtotal for Electrical and Mechanical					\$1,100.00

11. Project Allowances for Unknown Quantities

11.1	<i>Exterior</i>					
	11.1a - Replacement of roof deck sheathing (flat roofs only)	Allowance 20%	S/F	114	\$1.15	\$131.10

No.	Description	Reference	Unit	Qty.	Unit Cost	Total
	11.1b - Replacement of drywall in exterior breezeways	Allowance 20%	S/F	228	\$1.25	\$285.00
	11.1c - Replace moisture-damaged wood framing components	Allowance 10%	S/F	114	\$8.50	\$969.00
	11.1d - Replacement of moisture-damaged OSB wall sheathing at stucco locations	Allowance 20%	S/F	5,200	\$1.00	\$5,200.00
	11.1e - Replacement of moisture-damaged exterior wall framing at stucco locations	Allowance 10%	S/F	2,600	\$5.50	\$14,300.00
	11.1f - Replacement of moisture-damaged exterior wall butt insulation at stucco locations	Allowance 20%	S/F	5,200	\$0.50	\$2,600.00
	11.1g - Replace moisture-damaged exterior OSB sheathing at siding location	Allowance 20%	S/F	400	\$1.00	\$400.00
	11.1h - Replace moisture-damaged wood framing components at siding location	Allowance 10%	S/F	200	\$5.50	\$1,100.00
	11.1i - Replace moisture-damaged exterior wall cavity butt insulation at siding location	Allowance 20%	S/F	400	\$0.50	\$200.00
	11.1j - Install lightweight sloping material at breezeways	Allowance 25%	S/F	500	\$7.00	\$3,500.00
	11.1k - Replace OSB sheathing where gaps exist at window perimeter rough openings	Allowance 30%	S/F	672	\$1.40	\$940.80
	11.1l - Landscaping allowance - remove, cut back and replant	Allowance	L/S	1	\$3,500.00	\$3,500.00
11.2	Interior					
	11.2a - Replace interior drywall	Allowance 10%	S/F	2,800	\$1.25	\$3,500.00
	11.2b - Replace interior trim	Allowance 10%	L/F	720	\$1.50	\$1,080.00
	11.2c - Prime and paint interior drywall	Allowance 10%	S/F	2,800	\$0.80	\$2,240.00
	11.2d - Prime and paint interior trim	Allowance 10%	L/F	720	\$0.90	\$648.00
	11.2e - Replace interior drywall at ceilings	Allowance 5%	S/F	1,400	\$1.25	\$1,750.00
	11.2f - Prime and texture interior ceilings	Allowance 5%	S/F	1,400	\$1.85	\$2,590.00
	11.2g - Repair drywall nail pops and paint wall	Allowance 50%	S/F	14,000	\$1.00	\$14,000.00
	11.2h - Remove and replace drywall and finish along new cable runs	Allowance	S/F	N/A	\$0.00	\$0.00
	11.2i - HVAC Scope					
	- Remove and replace roof units	Allowance	EA	22	\$350.00	\$7,700.00
	- Replace approximately 20% inside units	Allowance	EA	5	\$1,500.00	\$7,500.00
	Subtotal for Project Allowances for Unknown Quantities					\$74,133.90

12. Environmental Remediation Protocol

12.1	Fold back carpet at window rough openings	Rhino	LOC	70	\$20.00	\$1,400.00
12.2	Construct negative air containments at each R/O	Rhino	LOC	70	\$180.00	\$12,600.00
12.3	Remove interior trim at each R/O	Rhino	L/F	720	\$0.50	\$360.00
12.4	Remove contaminated drywall	Rhino	S/F	1,000	\$1.10	\$1,100.00
12.5	Clean and encapsulate drywall areas	Rhino	S/F	1,000	\$1.50	\$1,500.00
12.6	Wipe clean all non-porous materials in containment with biocide	Rhino	S/F	2,000	Inc.	
12.7	Hepa-vac and fine clean areas for clearance	Rhino	S/F	2,000	\$1.00	\$2,000.00
12.8	Run air scrubbers and dehumidifiers prior to final clearance	Rhino	LOC	70	\$120.00	\$8,400.00

No.	Description	Reference	Unit	Qty	Unit Cost	Total
12.9	Remove containments	Rhino	LOC	70	\$60.00	\$4,200.00
12.10	Unfold carpet, stretch and kick-in	Rhino	LOC	70	\$75.00	\$5,250.00
	<i>*Folding back carpet and then unfolding carpet for kick-in assumes that the carpet is not contaminated. If carpet is contaminated, disposal is recommended</i>					
	Subtotal for Environmental Remediation Protocol					\$36,810.00

13. General Conditions

13.1	Scaffolding erection / dismantle	Sunbelt	L/S	1	\$33,224.00	\$33,224.00
13.2	Scaffold rental to include 7.5% sales tax	Sunbelt	EA	3	\$7,112.00	\$21,336.00
13.3	Dumpster fees per building	Express Disposal	EA	6	\$120.00	\$720.00
13.4	Dumpster & dump fees for const. trash @ 6.2 per building	Express Disposal	EA	6	\$300.00	\$1,800.00
13.5	Forklift rental	Sunbelt	Months	1.5	\$2,350.00	\$3,525.00
13.6	Jobsite office / storage trailer	William/Scotsman	Months	1.5	\$455.00	\$682.50
13.7	Porta-John - 4 units	Access Portable Toilets	EA	1.5	\$220.00	\$330.00
13.8	Project supervisor	Procon	Months	1.5	\$8,000.00	\$12,000.00
13.9	Assistant supervisor	Procon	Months	1.5	\$7,000.00	\$10,500.00
13.10	Building permit	Procon				\$0.00
	• \$2,085.00 (\$2.50/1,000)	Procon	L/S	1	\$2,085.00	\$2,085.00
	• \$1,043.00 (plan review @ 1/2)	Procon	L/S	1	\$1,043.00	\$1,043.00
	• \$1,755.00 (first 500K)	Procon	L/S	1	\$1,755.00	\$1,755.00
13.11	Fine clean units	Procon	Units	22	\$300.00	\$6,600.00
13.12	Temporary handrails for construction	Procon	L/S	1	\$5,000.00	\$5,000.00
13.13	Continuous clean-up crew (2 men)	Procon	Months	1.5	\$6,625.00	\$9,937.50
13.14	Construction fencing (around building)	Procon	L/S	1	\$2,000.00	\$2,000.00
13.15	Jobsite pick-up truck expense	Procon	Months	1.5	\$900.00	\$1,350.00
13.16	Project before/after photo documentation of conditions	Procon	Units	22	\$300.00	\$6,600.00
	Subtotal for General Conditions					\$120,488.00

Project Subtotal

\$915,956.64

14. Project Fees

14.1	Contractor's Operation and Overhead @ 10%					\$91,595.66
	Subtotal					\$1,007,552.30
14.2	Contractor's Fee @ 10%					\$100,755.23
	Subtotal					\$1,108,307.53
14.3	Project Contingency @ 10%					\$110,830.75
	Subtotal					\$1,219,138.29
14.4	Architectural and Engineering Fees @ 10%					\$121,913.83
	Subtotal					\$1,341,052.12
	Total Estimated Project Cost					\$1,341,052.12

No.	Description	Reference	Unit	Qty.	Unit Cost	Total

Qualifications

- a. This estimate and general conditions are based on an 18 month Construction schedule

Exclusions

- a. No pricing to re-direct storm water drainage away from the buildings is included in estimate.
b. No ground floor footing or interior concrete slab work of any kind is included in the estimate.
c. Scope does not address inadequate, improper, or missing hurricane strapping or fire stopping between unit walls or attic spaces required by code.
d. Buildings must be closed for construction; owners are responsible for removing all contents from unit
e. There is no allowance in this estimate for loss of use while buildings are vacated for 3 months of construction

EA = Each
L/F = Linear Feet
LOC = Location
L/S = Lump Sum
S/F = Square Feet

PROJECT SCHEDULE

	General Conditions by Building	Scaffolding Rental by Building
Building #3 and #1	2.5 & 1.5 / 4 Months	3.0 & 3.286 / 6.286 Months
Building #4 and #5	1.5 & 1.5 / 3 Months	3.286 & 3.286 / 6.572 Months
Building #6 and #7	1.5 & 1.5 / 3 Months	3.286 & 3.286 / 6.572 Months
Building #8 and #9	1.5 & 1.5 / 3 Months	3.286 & 3.286 / 6.572 Months
Building #2 and #12	1.5 & 1.5 / 3 Months	4.0 & 3.0 / 7.0 Months
Leasing Center & Pool House	1.0 & 1.0 / 2 Months	2.0 and 1.0 / 3.0 Months
	18 Months	36 Months

Complete two (2) buildings at a time (18 Month Construction Schedule)



PRELIMINARY REPAIR ESTIMATE
Twelve Oaks @ Fenwick Plantation
Charleston, South Carolina
(Building Type 3 - Quantity 1)
- Building Number: 2 -

Repair scope and pricing are based on the preliminary report & repair recommendations prepared by Myles Glick AIA dated 12/15/09

No.	Description	Reference	Unit	Qty.	Unit Cost	Total
01. Mobilization of Rental Equipment						
1.1	Scaffolding delivery in / out	Sunbelt	EA	1	\$1,200.00	\$1,200.00
1.2	Office / storage trailer set up and delivery in / out	William/Scotsman	EA	1	Inc.	\$0.00
1.3	Deliver porta-johns in / out	William/Scotsman	EA	2	Inc.	\$0.00
1.4	Deliver forklift in / out	Sunbelt	EA	1	Inc.	\$0.00
1.5	Deliver dumpsters in / out	William/Scotsman	EA	2	Inc.	\$0.00
	Subtotal for Mobilization of Rental Equipment					\$1,200.00
02. Roofs - Repair Recommendation #1 (Page 13) Reference RTM Engineering Report 10/15/09						
2.1	Remove existing damaged shingles & felt under layment / install new felt under layment flashings & shingles	Thompson Roofing	L/S	1	\$88,950.00	\$88,950.00
2.2	Remove existing EPDM membrane and install new	Thompson Roofing	L/S	1	Inc.	\$0.00
2.3	Replace moisture-damaged sheathing at roof deck	See Allowance (11.1a)				\$0.00
2.4	Replace moisture-damaged wood framing components	See Allowance (11.1c)				\$0.00
2.5	Replace moisture-damaged drywall ceilings at breezeways	See Allowance (11.1b)				\$0.00
2.6	Provide remediation protocols as directed by (CIE)	See Section 12.				\$0.00
2.7	Provide temporary weather protection at flat roofs	Rhino	L/S	1	\$2,500.00	\$2,500.00
	Subtotal for Roofs					\$91,450.00
03. Magna Wall System - Repair Recommendation #3 (Page 14)						
3.1	Remove all existing magna wall system stucco to include building wrap, membrane flashing at rough openings and system flashing components to expose all OSB sheathing for inspection	Rhino	S/F	38,000	\$2.75	\$104,500.00
3.2	Provide temporary weather protection	Rhino	S/F	38,000	\$1.15	\$43,700.00

No.	Description	Reference	Unit	Qty.	Unit Cost	Total
3.3	Replace moisture-damaged exterior OSB sheathing	See Allowance (11.1d)				\$0.00
3.4	Replace moisture-damaged wood framing components	See Allowance (11.1e)				\$0.00
3.5	Replace moisture-damaged exterior wall cavity butt insulation	See Allowance (11.1f)				\$0.00
3.6	Install new moisture barrier over exterior walls, 2 layers, 30# felt	Double M Construction	S/F	38,000	\$1.06	\$40,280.00
3.7	Wrap all rough openings with membrane flashing	Double M Construction	L/F	6,400	\$0.72	\$4,608.00
3.8	Install zinc accessories at wall penetrations, dissimilar materials, floor lines outside/inside corners and control joints	Sun Beam Stucco	L/F	11,000	Inc.	\$0.00
3.9	Install floor line flashing at bottom of wall and floor lines	Double M Construction	L/F	4,000	\$2.16	\$8,640.00
3.10	Install 3.4 self furring wire lath	Sun Beam Stucco	S/F	38,000	\$3.50	\$133,000.00
3.11	Apply three-coat hard stucco system (FRP)	Sun Beam Stucco	S/F	38,000	\$9.00	\$342,000.00
3.12	Apply primer and finish color coat and decorative trim components to match existing architectural building features	Sun Beam Stucco	S/F	38,000	Inc.	\$0.00
	Subtotal for Magna Wall System - Stucco Areas					\$676,728.00

04. Siding Materials - Repair Recommendation #4 (Page 14)

4.1	Remove all existing cementitious siding and trim components to include building wrap, membrane flashing at rough openings and flashing components to expose all OSB sheathing for inspection.	Rhino	S/F	4,000	\$2.00	\$8,000.00
4.2	Provide temporary weather protection	Rhino	S/F	4,000	\$1.15	\$4,600.00
4.3	Replace moisture-damaged exterior OSB sheathing	See Allowance (11.1g)				\$0.00
4.4	Replace moisture-damaged wood framing components	See Allowance (11.1h)				\$0.00
4.5	Replace moisture-damaged exterior wall cavity butt insulation	See Allowance (11.1i)				\$0.00
4.6	Install new moisture barrier over exterior walls, 2 layers 30# felt	Double M Construction	S/F	4,000	\$1.06	\$4,240.00
4.7	Wrap all rough openings with membrane flashings	Double M Construction	L/F	528	\$0.72	\$380.16
4.8	Install new flashing at all siding to stucco band intersections and kick out flashing at gable wall intersections	Double M Construction	L/F	1,066	\$2.22	\$2,366.52
4.9	Install new cement board siding and associated trim to match existing architectural building features	Double M Construction	S/F	4,000	\$3.20	\$12,800.00
4.10	Prime all cement board siding and trim materials prior to installation on building - all sides	D.R. Moore Painting	S/F	4,000	\$1.00	\$4,000.00
4.11	Provide two (2) top coats of paint over cement board siding and trim materials to match existing color scheme.	D.R. Moore Painting	S/F	4,000	\$1.50	\$6,000.00
	Subtotal for Siding Materials					\$42,386.68

05. Breezeway Areas - Repair Recommendation #5 (Page 15)

5.1	Clean and prepare surface	D.R. Moore Painting	S/F	3,000	\$0.25	\$750.00
5.2	Provide new sloping materials to eliminate standing/ponding water	See Allowance (11.1j)				\$0.00

No.	Description	Reference	Unit	Qty	Unit Cost	Total
5.3	Install new waterproof membrane on breezeway surface turning up onto wall sheathing to include entry door threshold and deck surface detail (2nd & 3rd floors)	D.R. Moore Painting	S/F	3,000	\$7.00	\$21,000.00
5.4	Install new kick out flashing at breezeway edges	Double M Construction	LOC	24	\$24.80	\$595.20
5.5	Re-detail new handrail connections through siding and seal	Double M Construction	LOC	48	\$26.00	\$1,248.00
5.6	Install WTS detail at ground floor breezeways	D.R. Moore Painting	L/F	651	\$4.00	\$2,604.00
	Subtotal for Breezeway Areas					\$26,197.20

06. Balcony Areas - Repair Recommendation (same as breezeway)

6.1	Clean and prepare surface	D.R. Moore Painting	S/F	1,344	\$0.25	\$336.00
6.2	Provide new sloping materials to eliminate standing/ponding water	NIS	0			\$0.00
6.3	Install new waterproof membrane on balcony surface turning up onto wall sheathing to include SGD threshold and deck surface detail, 2nd & 3rd floors	D.R. Moore Painting	S/F	1,344	\$7.00	\$9,408.00
6.4	Install new kick out flashing at balcony edges	Double M Construction	LOC	24	\$24.80	\$595.20
6.5	Re-detail new handrail connections through siding and seal	Double M Construction	LOC	96	\$26.00	\$2,496.00
6.6	Install WTS detail at ground floor balconies	D.R. Moore Painting	L/F	88	\$4.00	\$352.00
	Subtotal for Balcony Areas					\$13,187.20

07. Windows & Flashings - Repair Recommendation #2 (Page 13)
Replace all window units with new code compliant units to include replacement of deficient flashings at rough openings

7.1	Remove and dispose of all existing window units	Double M Construction	EA	110	\$37.50	\$4,125.00
7.2	Provide new code compliant window units with appropriate DP rating	Myrtle Beach Building Supply	L/S	1	\$77,037.00	\$77,037.00
	7.2.1a - Install Type A 3'0" x 6'0" mulled together (Double)	Double M Construction	EA	62	\$65.00	\$4,030.00
	7.2.1b - Install Type B 3'0" x 6'0" single (Single)	Double M Construction	EA	32	\$55.00	\$1,760.00
	7.2.1c - Install Type C 3'0" x 6'0" (3) mulled together (Triple)	Double M Construction	EA	16	\$85.00	\$1,360.00
7.3	Replace OSB sheathing where gaps exist at window perimeter rough openings	See Allowance (11.1k)				\$0.00
7.4	Install window and door head flashing at each R/O	Double M Construction	L/F	1,040	\$2.75	\$2,860.00
7.5	Install new peel-n-stick, sealing nailing flange to face of wall moisture barrier in water shed lap configuration	Double M Construction	L/F	2,544	\$0.72	\$1,831.68
7.6	Provide new SGD units - 6'	Myrtle Beach Building Supply	EA	6	\$671.88	\$4,031.28
7.7	Provide new SGD units - 9'	Myrtle Beach Building Supply	EA	10	\$940.63	\$9,406.30
7.8	Remove and install new 6' balcony sliding glass doors	Double M Construction	EA	6	\$190.00	\$1,140.00

No.	Description	Reference	Unit	Qty	Unit Cost	Total
7.9	Remove and install new 9' balcony sliding glass doors	Double M Construction	EA	10	\$200.00	\$2,000.00
	Subtotal for Windows & Flashings					\$109,581.26

08. Sealants

8.1	Install new caulk details @ all fenestrations & areas of dissimilar materials	D.R. Moore Painting	L/F	8,000	\$2.25	\$18,000.00
8.2	Install new caulk details at stucco and cement siding	D.R. Moore Painting	L/F	3,000	\$2.25	\$6,750.00
	Subtotal for Sealants					\$24,750.00

09. Project Remove/Store and Replace Items

9.1	Remove, store and replace all breezeway and balcony handrails	Double M Construction	L/F	354	\$4.90	\$1,734.60
9.2	Remove, store and replace all exterior light fixtures attached to side of building at balconies, garage doors and entry doors	Procon	EA	80	\$25.00	\$2,000.00
9.3	Remove, store and replace bath and dryer vents attached to exterior walls	Double M Construction	EA	64	\$12.50	\$800.00
9.4	Remove, store and reinstall steel stairs and rails, steps and stringer	Procon	EA	12	\$3,000.00	\$36,000.00
9.5	Prepare and paint steps, stringers and handrails	D.R. Moore Painting	LF	600	\$11.00	\$6,600.00
9.6	Remove, store and reinstall unit entry doors	Double M Construction	EA	32	\$140.00	\$4,480.00
9.7	Remove, store and reinstall garage entry and storage room entry doors	Double M Construction	EA	22	\$140.00	\$3,080.00
9.8	Prepare and paint all entry-type doors	D.R. Moore Painting	EA	52	\$40.00	\$2,080.00
9.9	Remove, store and reinstall garage roll-up doors	Double M Construction	EA	10	\$175.00	\$1,750.00
9.10	Remove, store and reinstall all gutters and downspouts	Double M Construction	L/F	482	\$4.45	\$2,144.90
9.11	Remove, store and reinstall ground floor balcony screen enclosure frames, provide new screen tight system	Double M Construction	EA	4	\$850.00	\$3,400.00
9.12	Remove, store and reinstall gable attic vents	Double M Construction	EA	4	\$45.00	\$180.00
9.13	Remove, store and reinstall meter base and panels	Procon	EA	32	\$250.00	\$8,000.00
	Subtotal for Project Remove/Store and Replace Items					\$72,249.50

10. Electrical and Mechanical (Orbital Engineering Report Dated 11/6/09)

10.1	Electrical work scope pending (page 4) Item-1	Delta	L/S	1	\$133,546.00	\$133,546.00
10.2	Mechanical work scope pending (page 4) Item-2	See Allowance 11.2i				\$0.00
10.3	Remove interior drywall along path of new cable runs	See Allowance 11.2h				\$0.00
	Subtotal for Electrical and Mechanical					\$133,546.00

11. Project Allowances for Unknown Quantities

11.1	Exterior					
11.1a	Replacement of roof deck sheathing (flat roofs only)	Allowance 20%	S/F	171	\$1.15	\$196.65

No.	Description	Reference	Unit	Qty.	Unit Cost	Total
	11.1b - Replacement of drywall in exterior breezeways	Allowance 20%	S/F	342	\$1.25	\$427.50
	11.1c - Replace moisture-damaged wood framing components	Allowance 10%	S/F	171	\$8.50	\$1,453.50
	11.1d - Replacement of moisture-damaged OSB wall sheathing at stucco locations	Allowance 20%	S/F	7,600	\$1.00	\$7,600.00
	11.1e - Replacement of moisture-damaged exterior wall framing at stucco locations	Allowance 10%	S/F	3,800	\$5.50	\$20,900.00
	11.1f - Replacement of moisture-damaged exterior wall butt insulation at stucco locations	Allowance 20%	S/F	7,600	\$0.50	\$3,800.00
	11.1g - Replace moisture-damaged exterior OSB sheathing at siding location	Allowance 20%	S/F	800	\$1.00	\$800.00
	11.1h - Replace moisture-damaged wood framing components at siding location	Allowance 10%	S/F	400	\$5.50	\$2,200.00
	11.1i - Replace moisture-damaged exterior wall cavity butt insulation at siding location	Allowance 20%	S/F	800	\$0.50	\$400.00
	11.1j - Install lightweight sloping material at breezeways	Allowance 25%	S/F	750	\$7.00	\$5,250.00
	11.1k - Replace OSB sheathing where gaps exist at window perimeter rough openings	Allowance 30%	S/F	1,056	\$1.40	\$1,478.40
	11.1l - Landscaping allowance - remove, cut back and replant	Allowance	L/S	1	\$3,500.00	\$3,500.00
11.2	Interior					
	11.2a - Replace interior drywall	Allowance 10%	S/F	4,200	\$1.25	\$5,250.00
	11.2b - Replace interior trim	Allowance 10%	L/F	1,220	\$1.50	\$1,830.00
	11.2c - Prime and paint interior drywall	Allowance 10%	S/F	4,200	\$0.80	\$3,360.00
	11.2d - Prime and paint interior trim	Allowance 10%	L/F	1,220	\$0.90	\$1,098.00
	11.2e - Replace interior drywall at ceilings	Allowance 5%	S/F	2,100	\$1.25	\$2,625.00
	11.2f - Prime and texture interior ceilings	Allowance 5%	S/F	2,100	\$1.85	\$3,885.00
	11.2g - Repair drywall nail pops and paint wall	Allowance 50%	S/F	2,100	\$1.00	\$2,100.00
	11.2h - Remove and replace drywall and finish along new cable runs	Allowance	S/F	9,600	\$4.20	\$40,320.00
	11.2i - HVAC Scope:					
	- Remove/replace roof units	Allowance	EA	32	\$350.00	\$11,200.00
	- Replace approximately 20% inside units	Allowance	EA	7	\$1,500.00	\$10,500.00
	Subtotal for Project Allowances for Unknown Quantities					\$130,174.05
12. Environmental Remediation Protocol						
12.1	Fold back carpet at window rough openings	Rhino	LOC	110	\$20.00	\$2,200.00
12.2	Construct negative air containments at each R/O	Rhino	LOC	110	\$180.00	\$19,800.00
12.3	Remove interior trim at each R/O	Rhino	L/F	1,220	\$0.50	\$610.00
12.4	Remove contaminated drywall	Rhino	S/F	1,500	\$1.10	\$1,650.00
12.5	Clean and encapsulate drywall areas	Rhino	S/F	1,500	\$1.50	\$2,250.00
12.6	Wipe clean all non-porous materials in containment with biocide	Rhino	S/F	3,000	Inc.	\$0.00
12.7	Hepa-vac and fine clean areas for clearance	Rhino	S/F	3,000	\$1.00	\$3,000.00
12.8	Run air scrubbers and dehumidifiers prior to final clearance	Rhino	LOC	110	\$120.00	\$13,200.00

No.	Description	Reference	Unit	Qty	Unit Cost	Total
12.9	Remove containments	Rhino	LOC	110	\$60.00	\$6,600.00
13.10	Unfold carpet, stretch and kick-in	Rhino	LOC	110	\$75.00	\$8,250.00
	<i>*Folding back carpet and then unfolding carpet for kick-in assumes that the carpet is not contaminated. If carpet is contaminated, disposal is recommended</i>					
	Subtotal for Environmental Remediation Protocol					\$57,560.00
3. General Conditions						
13.1	Scaffolding erection / dismantle	Sunbelt	L/S	1	\$43,287.00	\$43,287.00
13.2	Scaffold rental to include 7.5% sales tax	Sunbelt	EA	4	\$9,266.00	\$37,064.00
13.3	Dumpster fees per building	Express Disposal	EA	8	\$120.00	\$960.00
13.4	Dumpster & dump fees for const. trash @ 6.2 per building	Express Disposal	EA	8	\$300.00	\$2,400.00
13.5	Forklift rental	Sunbelt	Months	2.5	\$2,350.00	\$5,875.00
13.6	Jobsite office / storage trailer	William/Scotsman	Months	2.5	\$455.00	\$1,137.50
13.7	Porta-John - 4 units	Access Portable Toilets	EA	2.5	\$220.00	\$550.00
13.8	Project supervisor	Procon	Months	2.5	\$8,000.00	\$20,000.00
13.9	Assistant supervisor	Procon	Months	2.5	\$7,000.00	\$17,500.00
3.10	Building permit	Procon				
	• \$4,434.00(\$2.50/1,000)	Procon	L/S	1	\$4,434.00	\$4,434.00
	• \$2,217.00 (plan review @ 1/2)	Procon	L/S	1	\$2,217.00	\$2,217.00
	• \$1,755.00 (first 500K)	Procon	L/S	1	\$1,755.00	\$1,755.00
3.11	Fine clean units	Procon	Units	32	\$300.00	\$9,600.00
3.12	Temporary handrails for construction	Procon	L/S	1	\$5,000.00	\$5,000.00
3.13	Continuous clean-up crew (2 men)	Procon	Months	2.5	\$6,625.00	\$16,562.50
3.14	Construction fencing (around building)	Procon	L/S	1	\$2,000.00	\$2,000.00
3.15	Jobsite pick-up truck expense	Procon	Months	2.5	\$900.00	\$2,250.00
3.16	Project before/after photo documentation of conditions	Procon	Units	32	\$300.00	\$9,600.00
	Subtotal for General Conditions					\$182,192.00

Project Subtotal

\$1,561,201.89

No.	Description	Reference	Unit	Qty.	Unit Cost	Total
14.	Project Fees					
14.1	Contractor's Operation and Overhead @ 10%					\$156,120.19
	Subtotal					\$1,717,322.08
14.2	Contractor's Fee @ 10%					\$171,732.21
	Subtotal					\$1,889,054.29
14.3	Project Contingency @ 10%					\$188,905.43
	Subtotal					\$2,077,959.72
14.4	Architectural and Engineering Fees @ 10%					\$207,795.97
	Total Estimated Project Cost					\$2,285,755.69

Qualifications

- a. This estimate and general conditions are based on a 18 month Construction schedule

Exclusions

- a. No pricing to re-direct storm water drainage away from the buildings is included in estimate.
b. No ground floor footing or interior concrete slab work of any kind is included in the estimate.
c. Scope does not address inadequate, improper, or missing hurricane strapping or fire stopping between unit walls or attic spaces required by code.
d. Buildings must be closed for construction; owners are responsible for removing all contents from unit
e. There is no allowance in this estimate for loss of use while buildings are vacated for 4 months of construction

EA = Each
L/F = Linear Feet
LOC = Location
L/S = Lump Sum
S/F = Square Feet

PROJECT SCHEDULE

General Conditions

	by Building	Scaffolding Rental by Building
Building #3 and #1	2.5 & 1.5 / 4 Months	3.0 & 3.286 / 6.286 Months
Building #4 and #5	1.5 & 1.5 / 3 Months	3.286 & 3.286 / 6.572 Months
Building #6 and #7	1.5 & 1.5 / 3 Months	3.286 & 3.286 / 6.572 Months
Building #8 and #9	1.5 & 1.5 / 3 Months	3.286 & 3.286 / 6.572 Months
Building #2 and #12	1.5 & 1.5 / 3 Months	4.0 & 3.0 / 7.0 Months
Leasing Center & Pool House	1.0 & 1.0 / 2 Months	2.0 and 1.0 / 3.0 Months
	18 Months	36 Months

Complete two (2) buildings at a time (18 Month Custruction Schedule)



PRELIMINARY REPAIR ESTIMATE
Twelve Oaks @ Fenwick Plantation
Charleston, South Carolina
(Building Type 4 - Quantity 1)
- Building Number: 12 -

Repair scope and pricing are based on the preliminary report & repair recommendations prepared by Myles Glick AIA dated 12/15/09

No.	Description	Reference	Unit	Qty.	Unit Cost	Total
01. Mobilization of Rental Equipment						
1.1	Scaffolding delivery in / out	Sunbelt	EA	1	\$600.00	\$600.00
1.2	Office / storage trailer set up and delivery in / out	William/Scotsman	EA	1	Inc.	\$0.00
1.3	Deliver porta-johns in / out	William/Scotsman	EA	2	Inc.	\$0.00
1.4	Deliver forklift in / out	Sunbelt	EA	1	Inc.	\$0.00
1.5	Deliver dumpsters in / out	William/Scotsman	EA	2	Inc.	\$0.00
	Subtotal for Mobilization of Rental Equipment					\$600.00
02. Roofs - Repair Recommendation #1 (Page 13) Reference RTM Engineering Report 10/15/09						
2.1	Remove existing damaged shingles & felt under layment / install new felt under layment flashings & shingles	Thompson Roofing	L/S	1	\$12,250.00	\$12,250.00
2.2	Remove existing EPDM membrane and install new	Thompson Roofing	L/S	N/A	\$0.00	\$0.00
2.3	Replace moisture-damaged sheathing at roof deck	See Allowance (11.1a)				\$0.00
2.4	Replace moisture-damaged wood framing components	See Allowance (11.1c)				\$0.00
2.5	Replace moisture-damaged drywall ceilings at breezeways	See Allowance (11.1b)				\$0.00
2.6	Provide remediation protocols as directed by (CIE)	See Section 12.				\$0.00
2.7	Provide temporary weather protection at flat roofs	Rhino	L/S	1	\$2,500.00	\$2,500.00
	Subtotal for Roofs					\$14,750.00
03. Magna Wall System - Repair Recommendation #3 (Page 14)						
3.1	Remove all existing magna wall system stucco to include building wrap, membrane flashing at rough openings and system flashing components to expose all OSB sheathing for inspection	Rhino	S/F	12,000	\$2.75	\$33,000.00
3.2	Provide temporary weather protection	Rhino	S/F	12,000	\$1.15	\$13,800.00

No.	Description	Reference	Unit	Qty	Unit Cost	Total
3.3	Replace moisture-damaged exterior OSB sheathing	See Allowance (11.1d)				\$0.00
3.4	Replace moisture-damaged wood framing components	See Allowance (11.1e)				\$0.00
3.5	Replace moisture-damaged exterior wall cavity butt insulation	See Allowance (11.1f)				\$0.00
3.6	Install new moisture barrier over exterior walls, 2 layers, 30# felt	Double M Construction	S/F	12,000	\$1.06	\$12,720.00
3.7	Wrap all rough openings with membrane flashing	Double M Construction	L/F	1,883	\$0.72	\$1,355.76
3.8	Install zinc accessories at wall penetrations, dissimilar materials, floor lines outside/inside corners and control joints	Sun Beam Stucco	L/F	3,600	Inc.	\$0.00
3.9	Install floor line flashing at bottom of wall and floor lines	Double M Construction	L/F	1,120	\$2.16	\$2,419.20
3.10	Install 3.4 self furring wire lath	Sun Beam Stucco	S/F	12,000	\$3.50	\$42,000.00
3.11	Apply three-coat hard stucco system (FRP)	Sun Beam Stucco	S/F	12,000	\$9.00	\$108,000.00
3.12	Apply primer and finish color coat and decorative trim components to match existing architectural building features	Sun Beam Stucco	S/F	12,000	Inc.	\$0.00
	Subtotal for Magna Wall System - Stucco Areas					\$213,294.96

14. Siding Materials - Repair Recommendation #4 (Page 14)

4.1	Remove all existing cementitious siding and trim components to include building wrap, membrane flashing at rough openings and flashing components to expose all OSB sheathing for inspection.	Rhino	S/F	N/A	\$0.00	\$0.00
4.2	Provide temporary weather protection	Rhino	S/F	N/A	\$0.00	\$0.00
4.3	Replace moisture-damaged exterior OSB sheathing	See Allowance (11.1g)				\$0.00
4.4	Replace moisture-damaged wood framing components	See Allowance (11.1h)				\$0.00
4.5	Replace moisture-damaged exterior wall cavity butt insulation	See Allowance (11.1i)				\$0.00
4.6	Install new moisture barrier over exterior walls, 2 layers 30# felt	Double M Construction	S/F	N/A	\$0.00	\$0.00
4.7	Wrap all rough openings with membrane flashings	Double M Construction	L/F	N/A	\$0.00	\$0.00
4.8	Install new flashing at all siding to stucco band intersections and kick out flashing at gable wall intersections	Double M Construction	L/F	N/A	\$0.00	\$0.00
4.9	Install new cement board siding and associated trim to match existing architectural building features	Double M Construction	S/F	N/A	\$0.00	\$0.00
4.10	Prime all cement board siding and trim materials prior to installation on building - all sides	D.R. Moore Painting	S/F	N/A	\$0.00	\$0.00
4.11	Provide two (2) top coats of paint over cement board siding and trim materials to match existing color scheme.	D.R. Moore Painting	S/F	N/A	\$0.00	\$0.00
	Subtotal for Siding Materials					\$0.00

15. Breezeway Areas - Repair Recommendation #5 (Page 15)

5.1	Clean and prepare surface	D.R. Moore Painting	S/F	N/A	\$0.00	\$0.00
5.2	Provide new sloping materials to eliminate standing/ponding water	See Allowance (11.1j)				\$0.00

No.	Description	Reference	Unit	Qty	Unit Cost	Total
5.3	Install new waterproof membrane on breezeway surface turning up onto wall sheathing to include entry door threshold and deck surface detail (2nd & 3rd floors)	D.R. Moore Painting	S/F	N/A	\$0.00	\$0.00
5.4	Install new kick out flashing at breezeway edges	Double M Construction	LOC	N/A	\$0.00	\$0.00
5.5	Re-detail new handrail connections through siding and seal	Double M Construction	LOC	N/A	\$0.00	\$0.00
5.6	Install WTS detail at ground floor breezeways	D.R. Moore Painting	L/F	N/A	\$0.00	\$0.00
	Subtotal for Breezeway Areas					\$0.00
16. Balcony Areas - Repair Recommendation (same as breezeway)						
6.1	Clean and prepare surface	D.R. Moore Painting	S/F	N/A	\$0.00	\$0.00
6.2	Provide new sloping materials to eliminate standing/ponding water	NIS	0			\$0.00
6.3	Install new waterproof membrane on balcony surface turning up onto wall sheathing to include SGD threshold and deck surface detail, 2nd & 3rd floors	D.R. Moore Painting	S/F	N/A	\$0.00	\$0.00
6.4	Install new kick out flashing at balcony edges	Double M Construction	LOC	N/A	\$0.00	\$0.00
6.5	Re-detail new handrail connections through siding and seal	Double M Construction	LOC	N/A	\$0.00	\$0.00
6.6	Install WTS detail at ground floor balconies	D.R. Moore Painting	L/F	N/A	\$0.00	\$0.00
	Subtotal for Balcony Areas					\$0.00
17. Windows & Flashings - Repair Recommendation #2 (Page 13)						
<i>Replace all window units with new code compliant units to include replacement of deficient flashings at rough openings</i>						
7.1	Remove and dispose of all existing window units	Double M Construction	EA	64	\$37.50	\$2,400.00
7.2	Provide new code compliant window units with appropriate DP rating	Myrtle Beach Building Supply	L/S	1	\$32,908.00	\$32,908.00
	7.2.1a - Install Type A 3'0" x 6'0" mulled together (Double)	Double M Construction	EA	26	\$65.00	\$1,690.00
	7.2.1b - Install Type B 3'0" x 6'0" single (Single)	Double M Construction	EA	2	\$55.00	\$110.00
	7.2.1c - Install Type C 3'0" x 6'0" (3) mulled together (Triple)	Double M Construction	EA	N/A	\$0.00	\$0.00
	7.2.1d - Install Type D 2'8" x 6'0" (Hung)	Double M Construction	EA	12	\$55.00	\$660.00
	7.2.1e - Install Type E 2'8" x 4'0" (Hung)	Double M Construction	EA	12	\$55.00	\$660.00
	7.2.1f - Install Type K 2'8" x 4'0" (Fixed)	Double M Construction	EA	12	\$55.00	\$660.00
7.3	Replace OSB sheathing where gaps exist at window perimeter rough openings	See Allowance (11.1k)				\$0.00
7.4	Install window and door head flashing at each R/O	Double M Construction	L/F	453	\$2.75	\$1,245.75
7.5	Install new peel-n-stick, sealing nailing flange to face of wall moisture barrier in water shed lap configuration	Double M Construction	L/F	1,883	\$0.72	\$1,355.76
7.6	Provide new SGD units - 6'	Myrtle Beach Building Supply	EA	N/A	\$0.00	\$0.00

No.	Description	Reference	Unit	Qty	Unit Cost	Total
7.7	Provide new SGD units - 8'	Myrtle Beach Building Supply	EA	N/A	\$0.00	\$0.00
7.8	Remove and install 6' balcony sliding glass doors	Double M Construction	EA	N/A	\$0.00	\$0.00
7.9	Remove and install 9' balcony sliding glass doors	Double M Construction	EA	N/A	\$0.00	\$0.00
	Subtotal for Windows & Flashings					\$41,689.51

8. Sealants

8.1	Install new caulk details @ all fenestrations & areas of dissimilar materials	D.R. Moore Painting	L/F	1,883	\$2.25	\$4,236.75
8.2	Install new caulk details at stucco and cement siding	D.R. Moore Painting	L/F	3,517	\$2.25	\$7,913.25
	Subtotal for Sealants					\$12,150.00

9. Project Remove/Store and Replace Items

9.1	Remove, store and replace all breezeway and balcony handrails	Double M Construction	L/F	N/A	\$0.00	\$0.00
9.2	Remove, store and replace all exterior light fixtures attached to side of building at balconies, garage doors and entry doors	Procon	EA	25	\$25.00	\$625.00
9.3	Remove, store and replace bath and dryer vents attached to exterior walls	Double M Construction	EA	24	\$12.50	\$300.00
9.4	Remove, store and reinstall steel stairs and rails, steps and stringer	Procon	EA	N/A	\$0.00	\$0.00
9.5	Prepare and paint steps, stringers and handrails	D.R. Moore Painting	EA	N/A	\$0.00	\$0.00
9.6	Remove, store and reinstall unit entry doors	Double M Construction	EA	6	\$140.00	\$840.00
9.7	Remove, store and reinstall garage entry and storage room entry doors	Double M Construction	EA	7	\$140.00	\$980.00
9.8	Prepare and paint all entry-type doors	D.R. Moore Painting	EA	13	\$40.00	
9.9	Remove, store and reinstall garage roll-up doors	Double M Construction	EA	12	\$175.00	\$2,100.00
9.10	Remove, store and reinstall all gutters and downspouts	Double M Construction	L/F	284	\$4.45	\$1,263.80
9.11	Remove, store and reinstall ground floor balcony screen enclosure frames, provide new screen tight system	Double M Construction	EA	N/A	\$0.00	\$0.00
9.12	Remove, store and reinstall gable attic vents	Double M Construction	EA	2	\$45.00	\$90.00
9.13	Remove, store and reinstall meter base and panels	Procon	EA	6	\$250.00	\$1,500.00
	Subtotal for Project Remove/Store and Replace Items					\$7,698.80

0. Electrical and Mechanical (Orbital Engineering Report Dated 11/6/09)

10.1	Electrical work scope pending (page 4) Item-1	Delta	EA	3	\$100.00	\$300.00
10.2	Mechanical work scope pending (page 4) Item-2	See Allowance 11.2i				\$0.00
10.3	Remove interior drywall along path of new cable runs	See Allowance 11.2h				\$0.00
10.4	Remove interior drywall at first floor to replace second floor duct and returns - only applies to Building #12 (Type 4)	See Allowance 11.2i				

No.	Description	Reference	Unit	Qty	Unit Cost	Total
	Subtotal for Electrical and Mechanical					\$300.00
11. Project Allowances for Unknown Quantities						
11.1	Exterior					
	11.1a - Replacement of roof deck sheathing (flat roofs only)	Allowance 20%	S/F	N/A	\$0.00	\$0.00
	11.1b - Replacement of drywall in exterior breezeways	Allowance 20%	S/F	N/A	\$0.00	\$0.00
	11.1c - Replace moisture-damaged wood framing components	Allowance 10%	S/F	N/A	\$0.00	\$0.00
	11.1d - Replacement of moisture-damaged OSB wall sheathing at stucco locations	Allowance 20%	S/F	2,400	\$1.00	\$2,400.00
	11.1e - Replacement of moisture-damaged exterior wall framing at stucco locations	Allowance 10%	S/F	1,200	\$5.50	\$6,600.00
	11.1f - Replacement of moisture-damaged exterior wall butt insulation at stucco locations	Allowance 20%	S/F	2,400	\$0.50	\$1,200.00
	11.1g - Replace moisture-damaged exterior OSB sheathing at siding location	Allowance 20%	S/F	N/A	\$0.00	\$0.00
	11.1h - Replace moisture-damaged wood framing components at siding location	Allowance 10%	S/F	N/A	\$0.00	\$0.00
	11.1i - Replace moisture-damaged exterior wall cavity butt insulation at siding location	Allowance 20%	S/F	N/A	\$0.00	\$0.00
	11.1j - Install lightweight sloping material at breezeways	Allowance 25%	S/F	N/A	\$0.00	\$0.00
	11.1k - Replace OSB sheathing where gaps exist at window perimeter rough openings	Allowance 30%	S/F	672	\$1.40	\$940.80
	11.1l - Landscaping allowance - remove, cut back and replant	Allowance	L/S	1	\$3,500.00	\$3,500.00
11.2	Interior					
	11.2a - Replace interior drywall	Allowance 10%	S/F	1,200	\$1.25	\$1,500.00
	11.2b - Replace interior trim	Allowance 10%	L/F	720	\$1.50	\$1,080.00
	11.2c - Prime and paint interior drywall	Allowance 10%	S/F	1,200	\$0.80	\$960.00
	11.2d - Prime and paint interior trim	Allowance 10%	L/F	720	\$0.90	\$648.00
	11.2e - Replace interior drywall at ceilings	Allowance 5%	S/F	600	\$1.00	\$600.00
	11.2f - Prime and texture interior ceilings	Allowance 5%	S/F	600	\$1.85	\$1,110.00
	11.2g - Repair drywall nail pops and paint wall	Allowance 50%	S/F	6,000	\$1.00	\$6,000.00
	11.2h - Remove and replace drywall and finish along new cable runs	Allowance	S/F	N/A	\$0.00	\$0.00
	11.2i - Remove drywall at first floor ceiling, replace HVAC duct work and returns	Allowance	EA	6	\$10,000.00	\$60,000.00
	Subtotal for Project Allowances for Unknown Quantities					\$86,538.80
12. Environmental Remediation Protocol						
12.1	Fold back carpet at window rough openings	Rhino	LOC	70	\$20.00	\$1,400.00
12.2	Construct negative air containments at each R/O	Rhino	LOC	70	\$180.00	\$12,600.00
12.3	Remove interior trim at R/O	Rhino	L/F	720	\$0.50	\$360.00

No.	Description	Reference	Unit	Qty	Unit Cost	Total
12.4	Remove contaminated drywall	Rhino	S/F	1,000	\$1.10	\$1,100.00
12.5	Clean and encapsulate drywall areas	Rhino	S/F	1,000	\$1.50	\$1,500.00
12.6	Wipe clean all non-porous materials in containment with biocide	Rhino	S/F	2,000	Inc.	\$0.00
12.7	Hepa-vac and fine clean areas for clearance	Rhino	S/F	2,000	\$1.00	\$2,000.00
12.8	Run air scrubbers and dehumidifiers prior to final clearance	Rhino	LOC	70	\$120.00	\$8,400.00
12.9	Remove containments	Rhino	LOC	70	\$60.00	\$4,200.00
12.10	Unfold carpet, stretch and kick-in	Rhino	LOC	70	\$75.00	\$5,250.00
	<i>*Folding back carpet and then unfolding carpet for kick-in assumes that the carpet is not contaminated. If carpet is contaminated, disposal is recommended</i>					
	Subtotal for Environmental Remediation Protocol					\$36,810.00

3. General Conditions

13.1	Scaffolding erection / dismantle	Sunbelt	L/S	1	\$22,284.00	\$22,284.00
13.2	Scaffold rental to include 7.5% sales tax	Sunbelt	EA	3.0	\$4,771.00	\$14,313.00
13.3	Dumpster fees per building	Express Disposal	EA	6	\$120.00	\$720.00
13.4	Dumpster & dump fees for const. trash @ 2 per bldg.	Express Disposal	EA	6	\$300.00	\$1,800.00
13.5	Forklift rental	Sunbelt	Months	1.5	\$2,350.00	\$3,525.00
13.6	Jobsite office / storage trailer	William/Scotsman	Months	1.5	\$455.00	\$682.50
13.7	Porta-John - 4 units	Access Portable Toilets	EA	1.5	\$220.00	\$330.00
13.8	Project supervisor	Procon	Months	1.5	\$8,000.00	\$12,000.00
13.9	Assistant supervisor	Procon	Months	1.5	\$7,000.00	\$10,500.00
3.10	Building permit	Procon				\$0.00
	• \$622.00 (\$2.50/1,000)	Procon	L/S	1	\$622.00	\$622.00
	• \$311.00 (plan review @ 1/2)	Procon	L/S	1	\$311.00	\$311.00
	• \$1,755.00 (first 500K)	Procon	L/S	1	\$1,755.00	\$1,755.00
3.11	Fine clean units	Procon	Units	22	\$300.00	\$6,600.00
3.12	Temporary handrails for construction	Procon	L/S	1	\$5,000.00	\$5,000.00
3.13	Continuous clean-up crew (2 men)	Procon	Months	1.5	\$6,625.00	\$9,937.50
3.14	Construction fencing (around building)	Procon	L/S	1	\$2,000.00	\$2,000.00
3.15	Jobsite pick-up truck expense	Procon	Months	1.5	\$900.00	\$1,350.00
3.16	Project before/after photo documentation of conditions	Procon	Units	22	\$300.00	\$6,600.00
	Subtotal for General Conditions					\$100,330.00

Project Subtotal

\$514,162.07

14. Project Fees

14.1	Contractor's Operation and Overhead @ 10%					\$51,416.21
	Subtotal					\$565,578.28
14.2	Contractor's Fee @ 10%					\$56,557.83

No.	Description	Reference	Unit	Qty	Unit Cost	Total
	Subtotal					\$622,136.10
14.3	Project Contingency @ 10%					\$62,213.61
	Subtotal					\$684,349.72
14.4	Architectural and Engineering Fees @ 10%					\$68,434.97
	Total Estimated Project Cost					\$752,784.69

Qualifications

- a. This estimate and general conditions are based on a 18 month Construction schedule

Exclusions

- a. No pricing to re-direct storm water drainage away from the buildings is included in estimate.
b. No ground floor footing or interior concrete slab work of any kind is included in the estimate.
c. Scope does not address inadequate, improper, or missing hurricane strapping or fire stopping between unit walls or attic spaces required by code.
d. Buildings must be closed for construction; owners are responsible for removing all contents from unit
e. There is no allowance in this estimate for loss of use while buildings are vacated for 3 months of construction

EA = Each
L/F = Linear Feet
LOC = Location
L/S = Lump Sum
S/F = Square Feet

PROJECT SCHEDULE

	General Conditions by Building	Scaffolding Rental by Building
Building #3 and #1	2.5 & 1.5 / 4 Months	3.0 & 3.286 / 6.286 Months
Building #4 and #5	1.5 & 1.5 / 3 Months	3.286 & 3.286 / 6.572 Months
Building #6 and #7	1.5 & 1.5 / 3 Months	3.286 & 3.286 / 6.572 Months
Building #8 and #9	1.5 & 1.5 / 3 Months	3.286 & 3.286 / 6.572 Months
Building #2 and #12	1.5 & 1.5 / 3 Months	4.0 & 3.0 / 7.0 Months
Leasing Center & Pool House	1.0 & 1.0 / 2 Months	2.0 and 1.0 / 3.0 Months
	18 Months	36 Months

Complete two (2) buildings at a time (18 Month Construction Schedule)



PRELIMINARY REPAIR ESTIMATE
Twelve Oaks @ Fenwick Plantation
Charleston, South Carolina
Leasing Center - Quantity 1

Repair scope and pricing are based on the preliminary report & repair recommendations prepared by Myles Glick AIA dated 12/15/09

No.	Description	Reference	Unit	Qty	Unit Cost	Total
1.	Mobilization of Rental Equipment					
1.1	Scaffolding delivery in / out	Sunbelt	EA	1	\$300.00	\$300.00
1.2	Office / storage trailer set up and delivery in / out	William/Scotsman	EA	1	Inc.	\$0.00
1.3	Deliver porta-johns in / out	William/Scotsman	EA	2	Inc.	\$0.00
1.4	Deliver forklift in / out	Sunbelt	EA	1	Inc.	\$0.00
1.5	Deliver dumpsters in / out	William/Scotsman	EA	2	Inc.	\$0.00
	Subtotal for Mobilization of Rental Equipment					\$300.00
12.	Roofs - Repair Recommendation #1 (Page 13) Reference RTM Engineering Report 10/15/09					
2.1	Remove existing damaged shingles & felt under layment / install new felt under layment flashings & shingles	Thompson Roofing	L/S	1	\$8,250.00	\$8,250.00
2.2	Remove existing EPDM membrane and install new	Thompson Roofing	L/S	N/A	\$0.00	\$0.00
2.3	Replace moisture-damaged sheathing at roof deck	See Allowance (11.1a)				\$0.00
2.4	Replace moisture-damaged wood framing components	See Allowance (11.1c)				\$0.00
2.5	Replace moisture-damaged drywall ceilings at breezeways	See Allowance (11.1b)				\$0.00
2.6	Provide remediation protocols as directed by (CIE)	See Section 12.				\$0.00
2.7	Provide temporary weather protection at flat roofs	Rhino	L/S	N/A	\$0.00	\$0.00
	Subtotal for Roofs					\$8,250.00
13.	Magna Wall System - Repair Recommendation #3 (Page 14)					
3.1	Remove all existing magna wall system stucco to include building wrap, membrane flashing at rough openings and system flashing components to expose all OSB sheathing for inspection	Rhino	S/F	4,200	\$2.75	\$11,550.00
3.2	Provide temporary weather protection	Rhino	S/F	4,200	\$1.15	\$4,830.00

No.	Description	Reference	Unit	Qty	Unit Cost	Total
3.3	Replace moisture-damaged exterior OSB sheathing	See Allowance (11.1d)				\$0.00
3.4	Replace moisture-damaged wood framing components	See Allowance (11.1e)				\$0.00
3.5	Replace moisture-damaged exterior wall cavity butt insulation	See Allowance (11.1f)				\$0.00
3.6	Install new moisture barrier over exterior walls, 2 layers, 30# felt	Double M Construction	S/F	4,200	\$1.06	\$4,452.00
3.7	Wrap all rough openings with membrane flashing	Double M Construction	L/F	400	\$0.72	\$288.00
3.8	Install zinc accessories at wall penetrations, dissimilar materials, floor lines outside/inside corners and control joints	Sun Beam Stucco	L/F	1,400	Inc.	\$0.00
3.9	Install floor line flashing at bottom of wall and floor lines	Double M Construction	L/F	476	\$2.16	\$1,028.16
3.10	Install 3.4 self furring wire lath	Sun Beam Stucco	S/F	4,200	\$3.50	\$14,700.00
3.11	Apply three-coat hard stucco system (FRP)	Sun Beam Stucco	S/F	4,200	\$9.00	\$37,800.00
3.12	Apply primer and finish color coat and decorative trim components to match existing architectural building features	Sun Beam Stucco	S/F	4,200	Inc.	\$0.00
	Subtotal for Magna Wall System - Stucco Areas					\$74,648.16

14. Siding Materials - Repair Recommendation #4 (Page 14)

4.1	Remove all existing cementitious siding and trim components to include building wrap, membrane flashing at rough openings and flashing components to expose all OSB sheathing for inspection.	Rhino	S/F	N/A	\$0.00	\$0.00
4.2	Provide temporary weather protection	Rhino	S/F	N/A	\$0.00	\$0.00
4.3	Replace moisture-damaged exterior OSB sheathing	See Allowance (11.1g)				\$0.00
4.4	Replace moisture-damaged wood framing components	See Allowance (11.1h)				\$0.00
4.5	Replace moisture-damaged exterior wall cavity butt insulation	See Allowance (11.1i)				\$0.00
4.6	Install new moisture barrier over exterior walls, 2 layers 30# felt	Double M Construction	S/F	N/A	\$0.00	\$0.00
4.7	Wrap all rough openings with membrane flashings	Double M Construction	L/F	N/A	\$0.00	\$0.00
4.8	Install new flashing at all siding to stucco band intersections and kick out flashing at gable wall intersections	Double M Construction	L/F	N/A	\$0.00	\$0.00
4.9	Install new cement board siding and associated trim to match existing architectural building features	Double M Construction	S/F	N/A	\$0.00	\$0.00
4.10	Prime all cement board siding and trim materials prior to installation on building - all sides	D.R. Moore Painting	S/F	N/A	\$0.00	\$0.00
4.11	Provide two (2) top coats of paint over cement board siding and trim materials to match existing color scheme.	D.R. Moore Painting	S/F	N/A	\$0.00	\$0.00
	Subtotal for Siding Materials					\$0.00

05. Breezeway Areas - Repair Recommendation #5 (Page 15)

5.1	Clean and prepare surface	D.R. Moore Painting	S/F	N/A	\$0.00	\$0.00
5.2	Provide new sloping materials to eliminate standing/ponding water	See Allowance (11.1j)				\$0.00

No.	Description	Reference	Unit	Qty.	Unit Cost	Total
5.3	Install new waterproof membrane on breezeway surface turning up onto wall sheathing to include entry door threshold and deck surface detail (2nd & 3rd floors)	D.R. Moore Painting	S/F	N/A	\$0.00	\$0.00
5.4	Install new kick out flashing at breezeway edges	Double M Construction	LOC	N/A	\$0.00	\$0.00
5.5	Re-detail new handrail connections through siding and seal	Double M Construction	LOC	N/A	\$0.00	\$0.00
5.6	Install WTS detail at ground floor breezeways	D.R. Moore Painting	L/F	N/A	\$0.00	\$0.00
	Subtotal for Breezeway Areas					\$0.00

6. **Balcony Areas - Repair Recommendation (same as breezeway)**

6.1	Clean and prepare surface	D.R. Moore Painting	S/F	N/A	\$0.00	\$0.00
6.2	Provide new sloping materials to eliminate standing/ponding water	NIS	0	N/A	\$0.00	\$0.00
6.3	Install new waterproof membrane on balcony surface turning up onto wall sheathing to include SGD threshold and deck surface detail, 2nd & 3rd floors	D.R. Moore Painting	S/F	N/A	\$0.00	\$0.00
6.4	Install new kick out flashing at balcony edges	Double M Construction	LOC	N/A	\$0.00	\$0.00
6.5	Re-detail new handrail connections through siding and seal	Double M Construction	LOC	N/A	\$0.00	\$0.00
6.6	Install WTS detail at ground floor balconies	D.R. Moore Painting	L/F	N/A	\$0.00	\$0.00
	Subtotal for Balcony Areas					\$0.00

7. **Windows & Flashings - Repair Recommendation #2 (Page 13)**
Replace all window units with new code compliant units to include replacement of deficient flashings at rough openings

7.1	Remove and dispose of all existing window units	Double M Construction	EA	17	\$37.50	\$637.50
7.2	Provide new code compliant window units with appropriate DP rating	Myrtle Beach Building Supply	L/S	1	\$7,748.00	\$7,748.00
	7.2.1a - Install Type A 3'0" x 6'0" mulled together (Double)	Double M Construction	EA	4	\$65.00	\$260.00
	7.2.1b - Install Type B 3'0" x 6'0" single (Single)	Double M Construction	EA	8	\$55.00	\$440.00
	7.2.1c - Install Type C 3'0" x 6'0" (3) mulled together (Triple)	Double M Construction	EA	0	\$0.00	\$0.00
	7.2.1d - Install Type H 2'6" x 8'0" (Hung)	Double M Construction	EA	2	\$55.00	\$110.00
	7.2.1e - Install Type J 6'0" x 8'0" (Double Door)	Double M Construction	EA	3	\$65.00	\$195.00
7.3	Replace OSB sheathing where gaps exist at window perimeter rough openings	See Allowance (11.1k)				\$0.00
7.4	Install window head flashing at each R/O	Double M Construction	L/F	90	\$2.75	\$247.50
7.5	Install new peel-n-stick, sealing nailing flange to face of wall moisture barrier in water shed lap configuration	Double M Construction	L/F	284	\$0.72	\$204.48
7.6	Provide new SGD units - 6'	Myrtle Beach Building Supply	EA	N/A	\$0.00	\$0.00

No.	Description	Reference	Unit	Qty	Unit Cost	Total
7.7	Provide new SGD units - 9'	Myrtle Beach Building Supply	EA	N/A	\$0.00	\$0.00
7.8	Remove and install new 6' balcony sliding glass doors	Double M Construction	EA	N/A	\$0.00	\$0.00
7.9	Remove and install new 9' balcony sliding glass doors	Double M Construction	EA	N/A	\$0.00	\$0.00
	Subtotal for Windows & Flashings					\$9,842.48
8. Sealants						
8.1	Install new caulk details @ all fenestrations & areas of dissimilar materials	D.R. Moore Painting		500	\$2.25	\$1,125.00
8.2	Install new caulk details at stucco and cement siding	D.R. Moore Painting		150	\$2.25	\$337.50
	Subtotal for Sealants					\$1,462.50
9. Project Remove/Store and Replace Items						
9.1	Remove, store and replace all breezeway and balcony handrails	Double M Construction	L/F	N/A	\$0.00	\$0.00
9.2	Remove, store and replace all exterior light fixtures attached to side of building at balconies, garage doors and entry doors	Procon	EA	6	\$25.00	\$150.00
9.3	Remove, store and replace bath and dryer vents attached to exterior walls	Double M Construction	EA	4	\$12.50	\$50.00
9.4	Remove, store and reinstall steel stairs and rails, steps and stringer	Procon	EA	N/A	\$0.00	\$0.00
9.5	Prepare and paint steps, stringers and handrails	D.R. Moore Painting	EA	N/A	\$0.00	\$0.00
9.6	Remove, store and reinstall unit entry doors and Leasing Center door	Double M Construction	EA	3	\$140.00	\$420.00
9.7	Remove, store and reinstall garage entry and storage room entry doors	Double M Construction	EA	N/A	\$0.00	\$0.00
9.8	Prepare and paint all entry-type doors	D.R. Moore Painting	EA	3	\$40.00	\$120.00
9.9	Remove, store and reinstall garage roll-up doors	Double M Construction	EA	N/A	\$0.00	\$0.00
9.10	Remove, store and reinstall all gutters and downspouts	Double M Construction	L/F	128	\$4.45	\$569.60
9.11	Remove, store and reinstall ground floor balcony screen enclosure frames, provide new screen tight system	Double M Construction	EA	N/A	\$0.00	\$0.00
9.12	Remove, store and reinstall gable attic vents	Double M Construction	EA	2	\$45.00	\$90.00
9.13	Remove, store and reinstall meter base and panels	Procon	EA	3	\$250.00	\$750.00
	Subtotal for Project Remove/Store and Replace Items					\$2,149.60
10. Electrical and Mechanical (Orbital Engineering Report Dated 11/6/09)						
10.1	Electrical work scope pending (page 4) Item-1	NIS	N/A	N/A	\$0.00	\$0.00
10.2	Mechanical work scope pending (page 4) Item-2	NIS	N/A	N/A	\$0.00	\$0.00
10.3	Remove interior drywall along path of new cable runs	See Allowance 11.2h				\$0.00
	Subtotal for Electrical and Mechanical					\$0.00

No.	Description	Reference	Unit	Qty.	Unit Cost	Total
1. Project Allowances for Unknown Quantities						
11.1	Exterior					
	11.1a - Replacement of roof deck sheathing (flat roofs only)	Allowance	S/F	N/A	\$0.00	\$0.00
	11.1b - Replacement of drywall in exterior breezeways	Allowance	S/F	N/A	\$0.00	\$0.00
	11.1c - Replace moisture-damaged wood framing components	Allowance	S/F	N/A	\$0.00	\$0.00
	11.1d - Replacement of moisture-damaged OSB wall sheathing at stucco locations	Allowance 20%	S/F	840	\$1.00	\$840.00
	11.1e - Replacement of moisture-damaged exterior wall framing at stucco locations	Allowance 10%	S/F	420	\$5.50	\$2,310.00
	11.1f - Replacement of moisture-damaged exterior wall butt insulation at stucco locations	Allowance 20%	S/F	840	\$0.50	\$420.00
	11.1g - Replace moisture-damaged exterior OSB sheathing at siding location	Allowance	S/F	N/A	\$0.00	\$0.00
	11.1h - Replace moisture-damaged wood framing components at siding location	Allowance	S/F	N/A	\$0.00	\$0.00
	11.1i - Replace moisture-damaged exterior wall cavity butt insulation at siding location	Allowance	S/F	N/A	\$0.00	\$0.00
	11.1j - Install lightweight sloping material at breezeways	Allowance	S/F	N/A	\$0.00	\$0.00
	11.1k - Replace OSB sheathing where gaps exist at window perimeter rough openings	Allowance 30%	S/F	172	\$1.40	\$240.80
	11.1l - Landscaping allowance - remove, cut back and replant	Allowance	L/S	1	\$1,500.00	\$1,500.00
11.2	Interior					
	11.2a - Replace interior drywall	Allowance 10%	S/F	420	\$1.25	\$525.00
	11.2b - Replace interior trim	Allowance 10%	L/F	200	\$1.50	\$300.00
	11.2c - Prime and paint interior drywall	Allowance 10%	S/F	420	\$0.80	\$336.00
	11.2d - Prime and paint interior trim	Allowance 10%	L/F	200	\$0.90	\$180.00
	11.2e - Replace interior drywall at ceilings	Allowance 5%	S/F	210	\$1.25	\$262.50
	11.2f - Prime and texture interior ceilings	Allowance 5%	S/F	210	\$1.85	\$388.50
	11.2g - Repair drywall nail pops and paint wall	Allowance 50%	S/F	2,100	\$1.00	\$2,100.00
	11.2h - Remove and replace drywall and finish along new cable runs	Allowance	S/F	N/A	\$0.00	\$0.00
	Subtotal for Project Allowances for Unknown Quantities					\$9,402.80
2. Environmental Remediation Protocol						
12.1	Fold back carpet at window rough openings	Rhino	LOC	18	\$20.00	\$360.00
12.2	Construct negative air containments at each R/O	Rhino	LOC	18	\$180.00	\$3,240.00
12.3	Remove interior trim at each R/O	Rhino	L/F	200	\$0.50	\$100.00
12.4	Remove contaminated drywall	Rhino	S/F	220	\$1.10	\$242.00
12.5	Clean and encapsulate drywall areas	Rhino	S/F	220	\$1.50	\$330.00
12.6	Wipe clean all non-porous materials in containment with biocide	Rhino	S/F	440	Inc.	\$0.00
12.7	Hepa-vac and fine clean areas for clearance	Rhino	S/F	440	\$1.00	\$440.00

No.	Description	Reference	Unit	Qty.	Unit Cost	Total
12.8	Run air scrubbers prior to final clearance	Rhino	LOC	18	\$120.00	\$2,160.00
12.9	Remove containments	Rhino	LOC	18	\$60.00	\$1,080.00
12.10	Unfold carpet, stretch and kick-in	Rhino	LOC	18	\$75.00	\$1,350.00
	<i>*Folding back carpet and then unfolding carpet for kick-in assumes that the carpet is not contaminated. If carpet is contaminated, disposal is recommended</i>					
	Subtotal for Environmental Remediation Protocol					\$9,302.00
13. General Conditions						
13.1	Scaffolding erection / dismantle	Sunbelt	L/S	1	\$11,833.00	\$11,933.00
13.2	Scaffold rental	Sunbelt	EA	2	\$7,112.00	\$14,224.00
13.3	Dumpster per building	Express Disposal	EA	1	\$120.00	\$120.00
13.4	Dumpster & dump fees for const. trash @ 2 per building	Express Disposal	EA	2	\$300.00	\$600.00
13.5	Forklift rental	Sunbelt	Months	1	\$2,350.00	\$2,350.00
13.6	Jobsite office / storage trailer	William/Scotsman	Months	1	\$455.00	\$455.00
13.7	Porta-John - 2 units	Access Portable Toilets	EA	1	\$220.00	\$220.00
13.8	Project supervisor	Procon	Months	1	\$8,000.00	\$8,000.00
13.9	Assistant supervisor	Procon	Months	1	\$7,000.00	\$7,000.00
13.10	Building permit	Procon				
	• \$497.00 (\$3.35/1,000)	Procon	L/S	1	\$497.00	\$497.00
	• \$248.00 (plan review @ 1/2)	Procon	L/S	1	\$248.00	\$248.00
	• \$415.00 (first 500K)	Procon	L/S	1	\$415.00	\$415.00
13.11	Fine clean units	Procon	Units	3	\$300.00	\$900.00
13.12	Temporary handrails for construction	Procon	L/S	0	\$0.00	\$0.00
13.13	Continuous clean-up crew (2 men)	Procon	Months	1	\$6,625.00	\$6,625.00
13.14	Construction fencing (around building)	Procon	N/A	0	\$0.00	\$0.00
13.15	Jobsite pick-up truck expense	Procon	Months	1	\$900.00	\$900.00
13.16	Project before/after photo documentation of conditions	Procon	Units	3	\$300.00	\$900.00
	Subtotal for General Conditions					\$55,387.00

Project Subtotal

\$170,744.54

	Description	Reference	Unit	Qty	Unit Cost	Total
1.	Project Fees					
4.1	Contractor's Operation and Overhead @ 10%					\$17,074.45
	Subtotal					\$187,818.99
4.2	Contractor's Fee @ 10%					\$18,781.90
	Subtotal					\$206,600.89
4.3	Project Contingency @ 10%					\$20,660.09
	Subtotal					\$227,260.98
4.4	Architectural and Engineering Fees @ 10%					\$22,726.10
	Total Estimated Project Cost					\$249,987.08

Qualifications

- a. This estimate and general conditions are based on a 18 month Construction schedule

Exclusions

- a. No pricing to re-direct storm water drainage away from the buildings is included in estimate.
b. No ground floor footing or interior concrete slab work of any kind is included in the estimate.
c. Scope does not address inadequate, improper, or missing hurricane strapping or fire stopping between unit walls or attic spaces required by code.
d. Buildings must be closed for construction; owners are responsible for removing all contents from unit
e. There is no allowance in this estimate for loss of use while buildings are vacated for 2 months of construction

EA = Each
L/F = Linear Feet
LOC = Location
L/S = Lump Sum
S/F = Square Feet

PROJECT SCHEDULE

General Conditions

	by Building	Scaffolding Rental by Building
Building #3 and #1	2.5 & 1.5 / 4 Months	3.0 & 3.286 / 6.286 Months
Building #4 and #5	1.5 & 1.5 / 3 Months	3.286 & 3.286 / 6.572 Months
Building #6 and #7	1.5 & 1.5 / 3 Months	3.286 & 3.286 / 6.572 Months
Building #8 and #9	1.5 & 1.5 / 3 Months	3.286 & 3.286 / 6.572 Months
Building #2 and #12	1.5 & 1.5 / 3 Months	4.0 & 3.0 / 7.0 Months
Leasing Center & Pool House	1.0 & 1.0 / 2 Months	2.0 and 1.0 / 3.0 Months
	18 Months	36 Months

Complete two (2) buildings at a time (18 Month Custruction Schedule)



PRELIMINARY REPAIR ESTIMATE
Twelve Oaks @ Fenwick Plantation
Charleston, South Carolina
Pool House - Quantity 1

Repair scope and pricing are based on the preliminary report & repair recommendations prepared by Myles Glick AIA dated 12/15/09

	Description	Reference	Unit	Qty	Unit Cost	Total
1.	Mobilization of Rental Equipment					
1.1	Scaffolding delivery in / out	Sunbelt	EA	1	\$300.00	\$300.00
1.2	Office / storage trailer set up and delivery in / out	William/Scotsman	EA	1	Inc.	\$0.00
1.3	Deliver porta-johns in / out	William/Scotsman	EA	2	Inc.	\$0.00
1.4	Deliver forklift in / out	Sunbelt	EA	1	Inc.	\$0.00
1.5	Deliver dumpsters in / out	William/Scotsman	EA	2	Inc.	\$0.00
	Subtotal for Mobilization of Rental Equipment					\$300.00
2.	Roofs - Repair Recommendation #1 (Page 13) Reference RTM Engineering Report 10/15/09					
2.1	Remove existing damaged shingles & felt under layment / install new felt under layment flashings & shingles	Thompson Roofing	L/S	1	\$3,500.00	\$3,500.00
2.2	Remove existing EPDM membrane and install new	Thompson Roofing	L/S	N/A	\$0.00	\$0.00
2.3	Replace moisture-damaged sheathing at roof deck	See Allowance (11.1a)				\$0.00
2.4	Replace moisture-damaged wood framing components	See Allowance (11.1c)				\$0.00
2.5	Replace moisture-damaged drywall ceilings at breezeways	See Allowance (11.1b)				\$0.00
2.6	Provide remediation protocols as directed by (CIE)	See Section 12.				\$0.00
2.7	Provide temporary weather protection at flat roofs	Rhino	L/S	N/A	\$0.00	\$0.00
	Subtotal for Roofs					\$3,500.00
3.	Magna Wall System - Repair Recommendation #3 (Page 14)					
3.1	Remove all existing magna wall system stucco to include building wrap, membrane flashing at rough openings and system flashing components to expose all OSB sheathing for inspection	Rhino	S/F	2,000	\$2.75	\$5,500.00
3.2	Provide temporary weather protection	Rhino	S/F	2,000	\$1.15	\$2,300.00

No.	Description	Reference	Unit	Qty.	Unit Cost	Total
3.3	Replace moisture-damaged exterior OSB sheathing	See Allowance (11.1d)				\$0.00
3.4	Replace moisture-damaged wood framing components	See Allowance (11.1e)				\$0.00
3.5	Replace moisture-damaged exterior wall cavity butt insulation	See Allowance (11.1f)				\$0.00
3.6	Install new moisture barrier over exterior walls, 2 layers, 30# felt	Double M Construction	S/F	2,000	\$1.06	\$2,120.00
3.7	Wrap all rough openings with membrane flashing	Double M Construction	L/F	190	\$0.72	\$136.80
3.8	Install zinc accessories at wall penetrations, dissimilar materials, floor lines outside/inside corners and control joints	Sun Beam Stucco	L/F	1,000	Inc.	\$0.00
3.9	Install floor line flashing at bottom of wall and floor lines	Double M Construction	L/F	200	\$2.16	\$432.00
3.10	Install 3.4 self furring wire lath	Sun Beam Stucco	S/F	2,000	\$3.50	\$7,000.00
3.11	Apply three-coat hard stucco system (FRP)	Sun Beam Stucco	S/F	2,000	\$9.00	\$18,000.00
3.12	Apply primer and finish color coat and decorative trim components to match existing architectural building features	Sun Beam Stucco	S/F	2,000	Inc.	\$0.00
	Subtotal for Magna Wall System - Stucco Areas					\$35,488.80

04. Siding Materials - Repair Recommendation #4 (Page 14)

4.1	Remove all existing cementitious siding and trim components to include building wrap, membrane flashing at rough openings and flashing components to expose all OSB sheathing for inspection.	Rhino	S/F	N/A	\$0.00	\$0.00
4.2	Provide temporary weather protection	Rhino	S/F	N/A	\$0.00	\$0.00
4.3	Replace moisture-damaged exterior OSB sheathing	See Allowance (11.1g)				\$0.00
4.4	Replace moisture-damaged wood framing components	See Allowance (11.1h)				\$0.00
4.5	Replace moisture-damaged exterior wall cavity butt insulation	See Allowance (11.1i)				\$0.00
4.6	Install new moisture barrier over exterior walls, 2 layers 30# felt	Double M Construction	S/F	N/A	\$0.00	\$0.00
4.7	Wrap all rough openings with membrane flashings	Double M Construction	L/F	N/A	\$0.00	\$0.00
4.8	Install new flashing at all siding to stucco band intersections and kick out flashing at gable wall intersections	Double M Construction	L/F	N/A	\$0.00	\$0.00
4.9	Install new cement board siding and associated trim to match existing architectural building features	Double M Construction	S/F	N/A	\$0.00	\$0.00
4.10	Prime all cement board siding and trim materials prior to installation on building - all sides	D.R. Moore Painting	S/F	N/A	\$0.00	\$0.00
4.11	Provide two (2) top coats of paint over cement board siding and trim materials to match existing color scheme.	D.R. Moore Painting	S/F	N/A	\$0.00	\$0.00
	Subtotal for Siding Materials					\$0.00

05. Breezeway Areas - Repair Recommendation #5 (Page 15)

5.1	Clean and prepare surface	D.R. Moore Painting	S/F	N/A	\$0.00	\$0.00
5.2	Provide new sloping materials to eliminate standing/ponding water	See Allowance (11.1j)				\$0.00

No.	Description	Reference	Unit	Qty	Unit Cost	Total
5.3	Install new waterproof membrane on breezeway surface turning up onto wall sheathing to include entry door threshold and deck surface detail (2nd & 3rd floors)	D.R. Moore Painting	S/F	N/A	\$0.00	\$0.00
5.4	Install new Kick out flashing at breezeway edges	Double M Construction	LOC	N/A	\$0.00	\$0.00
5.5	Re-detail new handrail connections through siding and seal	Double M Construction	LOC	N/A	\$0.00	\$0.00
5.6	Install WTS detail at ground floor breezeways	D.R. Moore Painting	L/F	N/A	\$0.00	\$0.00
	Subtotal for Breezeway Areas					\$0.00

06. Balcony Areas - Repair Recommendation (same as breezeway)

6.1	Clean and prepare surface	D.R. Moore Painting	S/F	N/A	\$0.00	\$0.00
6.2	Provide new sloping materials to eliminate standing/ponding water	NIS	0	N/A	\$0.00	\$0.00
6.3	Install new waterproof membrane on balcony surface turning up onto wall sheathing to include SGD threshold and deck surface detail, 2nd & 3rd floors	D.R. Moore Painting	S/F	N/A	\$0.00	\$0.00
6.4	Install new kick out flashing at balcony edges	Double M Construction	LOC	N/A	\$0.00	\$0.00
6.5	Re-detail new handrail connections through siding and seal	Double M Construction	LOC	N/A	\$0.00	\$0.00
6.6	Install WTS detail at ground floor balconies	D.R. Moore Painting	L/F	N/A	\$0.00	\$0.00
	Subtotal for Balcony Areas					\$0.00

07. Windows & Flashings - Repair Recommendation #2 (Page 13)
Replace all window units with new code compliant units to include replacement of deficient flashings at rough openings

7.1	Remove and dispose of all existing window units	Double M Construction	EA	8	\$37.50	\$300.00
7.2	Provide new code compliant window units with appropriate DP rating	Myrtle Beach Building Supply	L/S	1	\$3,702.30	\$3,702.30
	7.2.1a - Install Type A 3'0 x 6'0 mulled together (Double)	Double M Construction	EA	2	\$65.00	\$130.00
	7.2.1b - Install Type B 3'0 x 6'0 single (Single)	Double M Construction	EA	8	\$55.00	\$330.00
	7.2.1c - Install Type C 3'0 x 6'0 (3) mulled together (Triple)	Double M Construction	EA	0	\$0.00	\$0.00
7.3	Replace OSB sheathing where gaps exist at window perimeter rough openings	See Allowance (11.1k)				\$0.00
7.4	Install window and door head flashing at each R/O	Double M Construction	L/F	33	\$2.75	\$90.75
7.5	Install new peel-n-stick, sealing nailing flange to face of wall moisture barrier in water shed lap configuration	Double M Construction	L/F	156	\$0.72	\$112.32
7.6	Provide new SGD units - 6'	Myrtle Beach Building Supply	EA	N/A	\$0.00	\$0.00

No.	Description	Reference	Unit	Qty	Unit Cost	Total
7.7	Provide new SGD units - 8'	Myrtle Beach Building Supply	EA	N/A	\$0.00	\$0.00
7.8	Remove and install new 6' balcony sliding glass doors	Double M Construction	EA	N/A	\$0.00	\$0.00
7.9	Remove and install new 9' balcony sliding glass doors	Double M Construction	EA	N/A	\$0.00	\$0.00
	Subtotal for Windows & Flashings					\$4,665.37
08. Sealants						
8.1	Install new caulk details @ all fenestrations & areas of dissimilar materials	D.R. Moore Painting		300	\$2.25	\$675.00
8.2	Install new caulk details at stucco and cement siding	D.R. Moore Painting		150	\$2.25	\$337.50
	Subtotal for Sealants					\$1,012.50
09. Project Remove/Store and Replace Items						
9.1	Remove, store and replace all breezeway and balcony handrails	Double M Construction	L/F	N/A	\$0.00	\$0.00
9.2	Remove, store and replace all exterior light fixtures attached to side of building at balconies, garage doors and entry doors	Procon	EA	2	\$25.00	\$50.00
9.3	Remove, store and replace bath and dryer vents attached to exterior walls	Double M Construction		N/A	\$0.00	\$0.00
9.4	Remove, store and reinstall steel stairs and rails, steps and stringer	Procon	EA	N/A	\$0.00	\$0.00
9.5	Prepare and paint steps, stringers and handrails	D.R. Moore Painting	EA	N/A	\$0.00	\$0.00
9.6	Remove, store and reinstall unit entry doors	Double M Construction	EA	1	\$140.00	\$140.00
9.7	Remove, store and reinstall storage room entry doors	Double M Construction	EA	1	\$140.00	\$140.00
9.8	Prepare and paint all entry-type doors	D.R. Moore Painting	EA	2	\$40.00	\$80.00
9.9	Remove, store and reinstall garage roll-up doors	Double M Construction	EA	N/A	\$0.00	\$0.00
9.10	Remove, store and reinstall all gutters and downspouts	Double M Construction	L/F	150	\$4.45	\$667.50
9.11	Remove, store and reinstall ground floor balcony screen enclosure frames, provide new screen tight system	Double M Construction	EA	N/A	\$0.00	\$0.00
9.12	Remove, store and reinstall gable attic vents	Double M Construction	EA	N/A	\$0.00	\$0.00
9.13	Remove, store and reinstall meter base and panels	Procon	EA	1	\$250.00	\$250.00
	Subtotal for Project Remove/Store and Replace Items					\$1,327.50
10. Electrical and Mechanical (Orbital Engineering Report Dated 11/6/09)						
10.1	Electrical work scope pending (page 4) Item-1	NIS	N/A	N/A	\$0.00	\$0.00
10.2	Mechanical work scope pending (page 4) Item-2	NIS	N/A	N/A	\$0.00	\$0.00
10.3	Remove interior drywall along path of new cable runs	See Allowance 11.2h				\$0.00
	Subtotal for Electrical and Mechanical					\$0.00

No.	Description	Reference	Unit	Qty	Unit Cost	Total
11. Project Allowances for Unknown Quantities						
11.1	Exterior					
	11.1a - Replacement of roof deck sheathing (flat roofs only)	Allowance 20%	S/F	N/A	\$0.00	\$0.00
	11.1b - Replacement of drywall in exterior breezeways	Allowance 20%	S/F	N/A	\$0.00	\$0.00
	11.1c - Replace moisture-damaged wood framing components	Allowance 10%	S/F	N/A	\$0.00	\$0.00
	11.1d - Replacement of moisture-damaged OSB wall sheathing at stucco locations	Allowance 20%	S/F	400	\$1.00	\$400.00
	11.1e - Replacement of moisture-damaged exterior wall framing at stucco locations	Allowance 10%	S/F	200	\$5.50	\$1,100.00
	11.1f - Replacement of moisture-damaged exterior wall butt insulation at stucco locations	Allowance 20%	S/F	400	\$0.50	\$200.00
	11.1g - Replace moisture-damaged exterior OSB sheathing at siding location	Allowance 20%	S/F	N/A	\$0.00	\$0.00
	11.1h - Replace moisture-damaged wood framing components at siding location	Allowance 10%	S/F	N/A	\$0.00	\$0.00
	11.1i - Replace moisture-damaged exterior wall cavity butt insulation at siding location	Allowance 20%	S/F	N/A	\$0.00	\$0.00
	11.1j - Install lightweight sloping material at breezeways	Allowance 25%	S/F	N/A	\$0.00	\$0.00
	11.1k - Replace OSB sheathing where gaps exist at window perimeter rough openings	Allowance 30%	S/F	76	\$1.40	\$106.40
	11.1l - Landscaping allowance - remove, cut back and replant	Allowance	L/S	1	\$1,000.00	\$1,000.00
11.2	Interior					
	11.2a - Replace interior drywall	Allowance 10%	S/F	200	\$1.25	\$250.00
	11.2b - Replace interior trim	Allowance 10%	L/F	20	\$1.50	\$30.00
	11.2c - Prime and paint interior drywall	Allowance 10%	S/F	200	\$0.80	\$160.00
	11.2d - Prime and paint interior trim	Allowance 10%	L/F	20	\$0.90	\$18.00
	11.2e - Replace interior drywall at ceilings	Allowance 5%	S/F	100	\$1.00	\$100.00
	11.2f - Prime and texture interior ceilings	Allowance 5%	S/F	100	\$1.85	\$185.00
	11.2g - Repair drywall nail pops and paint wall	Allowance 50%	S/F	1,000	\$1.00	\$1,000.00
	11.2h - Remove and replace drywall and finish along new cable runs	Allowance	S/F	N/A	\$0.00	\$0.00
	Subtotal for Project Allowances for Unknown Quantities					\$4,549.40
12. Environmental Remediation Protocol						
12.1	Fold back carpet at window rough openings	Rhino	LOC	8	\$20.00	\$160.00
12.2	Construct negative air containments at each R/O	Rhino	LOC	8	\$180.00	\$1,440.00
12.3	Remove interior trim at each R/O	Rhino	L/F	20	\$0.50	\$10.00
12.4	Remove contaminated drywall	Rhino	S/F	70	\$1.10	\$77.00
12.5	Clean and encapsulate drywall areas	Rhino	S/F	70	\$1.50	\$105.00
12.6	Wipe clean all non-porous materials in containment with biocide	Rhino	S/F	140	Inc.	\$0.00
12.7	Hepa-vac and fine clean areas for clearance	Rhino	S/F	140	\$1.00	\$140.00

No.	Description	Reference	Unit	Qty	Unit Cost	Total
12.8	Run air scrubbers prior to final clearance	Rhino	LOC	8	\$120.00	\$960.00
12.9	Remove containments	Rhino	LOC	8	\$60.00	\$480.00
12.10	Unfold carpet, stretch and kick-in	Rhino	LOC	8	\$75.00	\$600.00
	<i>*Folding back carpet and then unfolding carpet for kick-in assumes that the carpet is not contaminated. If carpet is contaminated, disposal is recommended</i>					
	Subtotal for Environmental Remediation Protocol					\$3,972.00
13. General Conditions						
13.1	Scaffolding erection / dismantle	Sunbelt	L/S	1	\$11,933.00	\$11,933.00
13.2	Scaffold rental	Sunbelt	EA	1	\$7,112.00	\$7,112.00
13.3	Dumpster per building	Express Disposal	EA	1	\$120.00	\$120.00
13.4	Dumpster & dump fees for const. trash @ 2 per building	Express Disposal	EA	2	\$300.00	\$600.00
13.5	Forklift rental	Sunbelt	Months	1	\$2,350.00	\$2,350.00
13.6	Jobsite office / storage trailer	William/Scotsman	Months	1	\$455.00	\$455.00
13.7	Porta-John - based on 2 service weekly - 4 units	Access Portable Toilets	EA	1	\$220.00	\$220.00
13.8	Project supervisor	Procon	Months	1	\$8,000.00	\$8,000.00
13.9	Assistant supervisor	Procon	Months	1	\$7,000.00	\$7,000.00
13.10	Building permit	Procon				
	• \$159.00 (\$3.35/1,000)	Procon	L/S	1	\$159.00	\$159.00
	• \$80.00 (plan review @ 1/2)	Procon	L/S	1	\$80.00	\$80.00
	• \$415.00 (first 100K)	Procon	L/S	1	\$415.00	\$415.00
13.11	Fine clean units	Procon	Units	1	\$300.00	\$300.00
13.12	Temporary handrails for construction	Procon	L/S	0	\$0.00	\$0.00
13.13	Continuous clean-up crew (2 men)	Procon	Months	1	\$6,625.00	\$6,625.00
13.14	Construction fencing (around building)	Procon	N/A	0	\$0.00	\$0.00
13.15	Jobsite pick-up truck expense	Procon	Months	1	\$900.00	\$900.00
13.16	Project before/after photo documentation of conditions	Procon	Units	1	\$300.00	\$300.00
	Subtotal for General Conditions					\$46,569.00
	Project Subtotal					\$101,384.57

No.	Description	Reference	Unit	Qty	Unit Cost	Total
14.	Project Fees					
14.1	Contractor's Operation and Overhead @ 10%					\$10,138.46
	Subtotal					\$111,523.03
14.2	Contractor's Fee @ 10%					\$11,152.30
	Subtotal					\$122,675.33
14.3	Project Contingency @ 10%					\$12,267.53
	Subtotal					\$134,942.86
14.4	Architectural and Engineering Fees @ 10%					\$13,494.29
	Total Estimated Project Cost					\$148,437.15

Qualifications

- a. This estimate and general conditions are based on a 18 month Construction schedule

Exclusions

- a. No pricing to re-direct storm water drainage away from the buildings is included in estimate.
 b. No ground floor footing or interior concrete slab work of any kind is included in the estimate.
 c. Scope does not address inadequate, improper, or missing hurricane strapping or fire stopping between unit walls or attic spaces required by code.
 d. Buildings must be closed for construction; owners are responsible for removing all contents from unit
 e. There is no allowance in this estimate for loss of use while buildings are vacated for 1 month of construction

EA = Each
 L/F = Linear Feet
 LOC = Location
 L/S = Lump Sum
 S/F = Square Feet

PROJECT SCHEDULE

General Conditions

	by Building	Scaffolding Rental by Building
Building #3 and #1	2.5 & 1.5 / 4 Months	3.0 & 3.286 / 6.286 Months
Building #4 and #5	1.5 & 1.5 / 3 Months	3.286 & 3.286 / 6.572 Months
Building #6 and #7	1.5 & 1.5 / 3 Months	3.286 & 3.286 / 6.572 Months
Building #8 and #9	1.5 & 1.5 / 3 Months	3.286 & 3.286 / 6.572 Months
Building #2 and #12	1.5 & 1.5 / 3 Months	4.0 & 3.0 / 7.0 Months
Leasing Center & Pool House	1.0 & 1.0 / 2 Months	2.0 and 1.0 / 3.0 Months
	18 Months	36 Months

Complete two (2) buildings at a time (18 Month Custruction Schedule)

12 Oaks at Fenwick Plantation

Repair Estimate Comparisons

CA Lindman VS Procon

6/11/10

ITEM #	DESCRIPTION	UNIT MEAS.	QTY	CA Lindman		PROCON	
				TOTAL	BID UNIT PRICE	TOTAL ITEM AMOUNT	UNIT PRICE
1	Buildings 1, 4, 5, 6, 7, 8, and 9						
	Mobilization of Rental Equipment	LS	1	\$3,771	\$3,771.00	\$7,350.00	\$7,350.00
1.1	Scaffolding delivery in / out	LS	1				
2	Roofs - Repair recommendation #1 (Page 13) Reference RTM Engineering Report 10/15/09						
2.1	Remove existing damaged shingles & felt under layment / install new felt felt layment flashings & shingles	LS	1	\$385,679	\$385,679.00	\$416,500.00	\$416,500.00
2.7	Provide temporary weather protection at flat roofs	LS	1	\$17,141	\$17,141.00	\$17,500.00	\$17,500.00
3	Magna Wall System - Repair recommendation #3 (Page 14)						
3.1	Demo of stucco, building wrap, membrane flashing at rough openings and system flashing components to expose OSB sheathing for inspection	SF	168000	\$369,600	\$2.20	\$462,000.00	\$2.75
3.1	Adj Quantity to excluded window SF	SF	-37300	(\$82,060)	\$2.20	\$82,060.00	\$2.20
3.2	Provide Temporary weather protection	SF	168000	\$137,760	\$0.82	\$193,200.00	\$1.15
3.6	Install new moisture barrier over exterior walls, 2 layers, 30# felt	SF	168000	\$248,640	\$1.48	\$178,080.00	\$1.06
3.7	Wrap all rough openings with membrane flashing	LF	33600	\$36,960	\$1.10	\$24,192.00	\$0.72
3.8	Install zinc accessories at wall penetrations, dissimilar materials, floor lines outside and inside corners and control joints	LF	56000	\$53,200	\$0.95	\$0.00	\$0.00
3.9	Install floor line flashing at bottom of wall and floor lines	LF	21000	\$35,910	\$1.71	\$45,360.00	\$2.16
3.10	Install 3.4 self turning wire lath	SF	168000	\$347,760	\$2.07	\$588,000.00	\$3.50
3.1	Adj Quantity to excluded window SF	SF	-37300	(\$77,211)	\$2.07	\$77,211.00	\$2.07
3.11	Apply three coat hard stucco system	SF	168000	\$1,428,000	\$8.50	\$1,512,000.00	\$9.00
3.1	Adj Quantity to excluded window SF	SF	-37300	(\$317,050)	\$8.50	\$317,050.00	\$8.50
3.12	Apply primer and finish color and decorative trim component to match existing architectural building features	SF	168000	\$215,040	\$1.28	\$0.00	\$0.00
4	Siding Materials						
4.1	Remove all existing cementitious siding and trim components to include building wrap, membrane flashing at rough openings and system flashing components to expose OSB sheathing for inspection	SF	42000	\$74,340	\$1.77	\$364,000.00	\$2.00
4.2	Provide Temporary weather protection	SF	42000	\$34,440	\$0.82	\$48,300.00	\$1.15
4.6	Install new moisture barrier over exterior walls, 2 layers, 30# felt	SF	42000	\$62,160	\$1.48	\$44,520.00	\$1.06
4.7	Wrap all rough openings with membrane flashing	LF	6384	\$7,022	\$1.10	\$4,596.48	\$0.72
4.8	Install new flashing at all siding to stucco band intersections and kick out flashing at the gable wall intersection	LF	5600	\$26,208	\$4.68	\$12,432.00	\$2.22
4.9	Install new cement board siding and associated trim to match existing architectural building features	SF	42000	\$148,680	\$3.54	\$134,400.00	\$3.20
4.10	Prime all cement board siding and trim materials prior to installation on buildings - all sides.	SF	42000	\$25,200	\$0.60	\$42,000.00	\$1.00
4.11	Apply two coats of paint over cement board siding and trim materials to match existing color scheme	SF	42000	\$52,080	\$1.24	\$63,000.00	\$1.50
5	Breezeway Areas - Repair Recommendation #5 (Page 15)						
5.1	Clean and prepare surface	SF	14000	\$10,360	\$0.74	\$3,500.00	\$0.25
5.3	Install new waterproof membrane on breezeway surface turning up onto wall sheathing to include entry door threshold and deck surface detail (2nd and 3rd Floors)	SF	14000	\$59,780	\$4.27	\$88,000.00	\$7.00
5.4	Install new kickout flashing at breezeway edges	EA	112	\$4,853	\$43.33	\$2,777.60	\$24.80
5.5	Re-detail new handrail connections through siding and seal	EA	224	\$7,401	\$33.04	\$5,824.00	\$26.00
5.6	Install WTS detail at ground floor breezeways	LF	3038	\$24,760	\$8.15	\$12,152.00	\$4.00
6	Balcony Areas - Repair Recommendation (same as breezeway)						
6.1	Clean and prepare surface	SF	6272	\$4,641	\$0.74	\$1,568.00	\$0.25
6.2	Provide new sloping materials to eliminate standing and ponding water (NIC)	NIC	0	\$0	\$0.00	\$0.00	\$0.00
6.3	Install new waterproof membrane on balcony surface turning up onto wall sheathing to include SGD threshold and deck surface detail (2nd and 3rd Floors)	SF	6272	\$26,781	\$4.27	\$43,904.00	\$7.00
6.4	Install new kickout flashing at balcony edges	EA	112	\$4,853	\$43.33	\$2,777.60	\$24.80
6.5	Re-detail new handrail connections through siding and seal	EA	448	\$14,802	\$33.04	\$11,648.00	\$26.00
6.6	Install WTS detail at ground floor balconies	LF	616	\$5,020	\$8.15	\$2,454.00	\$4.00
7	Window & Flashings - Repair Recommendation #2 (Page 13) Replace all window units with new code compliant units to include replacement of deficient flashings at rough openings						
7.1	Remove and dispose of all existing window units	EA	581	\$19,655	\$33.83	\$21,787.50	\$37.50
7.2	Provide new code compliant window units with appropriate DP rating						
7.2.1A	Install Type A 3'0" x 6'0" Muller together (Double)	EA	350	\$376,499	\$1,075.71	\$266,350.00	\$761.00
7.2.1B	Install Type B 3'0" x 6'0" single (Single)	EA	161	\$85,736	\$532.52	\$120,911.00	\$751.00
7.2.1C	Install Type C 3'0" x 6'0" (3) muller together (Triple)	EA	70	\$108,957	\$1,556.53	\$54,670.00	\$781.00
7.4	Install window and door head flashing at each R/O	LF	3220	\$50,393	\$15.65	\$8,855.00	\$2.75
7.5	Install peel-n-stick, sealing nailing flange to face of wall moisture barrier in water shed lap configuration	LF	14000	\$105,140	\$7.51	\$10,080.00	\$0.72
7.6	Provide, remove and install new SGD units - 6'	EA	28	\$37,543	\$1,340.82	\$24,152.64	\$861.88
7.7	Provide, remove and install new SGD units - 9'	EA	56	\$106,196	\$1,896.36	\$63,875.28	\$1,140.63
8	Sealants						
8.1	Install new caulk details @ all fenestrations & areas of dissimilar materials	LF	42000	\$199,500	\$4.75	\$94,500.00	\$2.25
8.2	Install new caulk details at stucco and cement siding	LF	14000	\$66,500	\$4.75	\$31,500.00	\$2.25
9	Remove and Store and Replace Items						
9.1	Remove, store and replace all breezeway and balcony handrails	LF	1596	\$7,709	\$4.83	\$7,820.40	\$4.90
9.2	Remove, store and replace all exterior light fixtures attached in side of building at balconies, garage doors and entry doors	EA	350	\$11,998	\$34.28	\$9,750.00	\$28.00
9.3	Remove, store and replace bath and dryer vents attached to exterior walls	EA	308	\$5,279	\$17.14	\$3,300.00	\$10.72

added
5-12-11



12 Oaks at Fenwick Plantation

Repair Estimate Comparisons

CA Lindman VS Procon

6/11/10

				CA Lindman		PROCON	
ITEM #	DESCRIPTION	UNIT MEAS.	QTY	TOTAL	BID UNIT PRICE	TOTAL ITEM AMOUNT	UNIT PRICE
Buildings 1, 4, 5, 6, 7, 8, and 9							
9.4	Remove, store, reinstall steel stairs and rails, steps and stringers	EA	56	\$177,584	\$3,171.14	\$168,000.00	\$3,000.00
9.5	Prepare and paint steps, stringers and handrails	LF	2800	\$18,032	\$6.44	\$30,800.00	\$11.00
9.6	Remove, store and reinstall unit entry doors	EA	154	\$16,687	\$108.36	\$21,560.00	\$140.00
9.7	Remove, store and reinstall garage entry and storage room entry doors	EA	77	\$8,343	\$108.35	\$10,780.00	\$140.00
9.8	Prepare and paint all entry-type doors	EA	231	\$15,539	\$67.27	\$9,240.00	\$40.00
9.9	Remove, store, reinstall garage roll-up doors	EA	35	\$7,532	\$215.20	\$6,125.00	\$175.00
9.10	Remove, store, and reinstall all gutters and downspouts	LF	2324	\$12,131	\$5.22	\$10,341.80	\$4.45
	Remove, store, and reinstall ground floor balcony screen enclosure frames, provide new screen tight system	EA	28	\$0	\$0.00	\$23,800.00	\$850.00
9.12	Remove, store and reinstall gable attic vents	EA	28	\$1,395	\$49.82	\$1,260.00	\$45.00
9.13	Remove, store and reinstall meter base and panels	EA	154	\$30,356	\$197.12	\$38,500.00	\$250.00
10	Electrical and Mechanical (Orbital Engineering Report Dated 11/6/09)						
10.1	Electrical work scope pending (page 4) Item 1	LS	1	\$0	\$0.00	\$488,411.00	\$488,411.00
11	Project Allowances for Unknown Qty's						
11.1	Exterior						
11.1a	Replacement of roof deck sheathing (flat roofs only)	SF	798	\$2,578	\$3.23	\$191,770	\$115
11.1b	Replacement of drywall in exterior breezeways	SF	1596	\$10,087	\$6.32	\$1,995.00	\$1.25
11.1c	Replace moisture-damaged wood framing components	SF	798	\$6,392	\$8.01	\$6,783.00	\$8.50
11.1d	Replacement of moisture damaged OSB wall sheathing at stucco locations	SF	33600	\$55,104	\$1.64	\$33,600.00	\$1.00
11.1e	Replacement of moisture damaged exterior wall framing at stucco	SF	16800	\$14,784	\$0.88	\$92,400.00	\$5.50
11.1f	Replacement of moisture damaged exterior wall butt insulation at stucco	SF	33600	\$32,592	\$0.97	\$16,800.00	\$0.50
11.1g	Replace moisture damaged exterior OSB sheathing at siding location	SF	8400	\$254,688	\$30.32	\$8,400.00	\$1.00
11.1h	Replace moisture damaged wood framing components at siding locations	SF	4200	\$24,570	\$5.85	\$23,100.00	\$5.50
11.1i	Replace moisture damaged exterior wall cavity butt insulation at siding	SF	8400	\$8,148	\$0.97	\$4,200.00	\$0.50
11.1j	Install lightweight sloping materials at breezeways	SF	3500	\$29,120	\$8.32	\$29,500.00	\$7.00
11.1k	Replace OSB sheathing where gaps exist at window perimeter rough	SF	5600	\$9,968	\$1.78	\$1,840.00	\$1.40
11.1l	Landscaping Allowance - remove, cut-back, replant	LS	1	\$24,500	\$24,500.00	\$24,500.00	\$24,500.00
11.2	Interior						
11.2a	Replace interior drywall	SF	21000	\$50,400	\$2.40	\$26,250.00	\$1.25
11.2b	Replace interior trim	LF	6440	\$12,236	\$1.90	\$9,660.00	\$1.50
11.2c	Prime and Paint interior drywall	SF	21000	\$18,900	\$0.90	\$16,800.00	\$0.80
11.2d	Prime and Paint interior trim	LF	6440	\$6,569	\$1.02	\$5,796.00	\$0.90
11.2e	Replace interior drywall at ceilings	SF	10500	\$53,130	\$5.06	\$13,125.00	\$1.25
11.2f	Prime and texture interior ceilings	SF	10500	\$23,205	\$2.21	\$19,425.00	\$1.85
11.2g	Repair drywall nail pops and paint wall	SF	105000	\$120,750	\$1.15	\$105,000.00	\$1.00
11.2h	Remove and replace drywall and finish along new cable runs	SF	46200	\$187,572	\$4.06	\$196,000.00	\$4.20
11.2i	HVAC Scope						
	Remove/replace roof units	EA	154	\$46,195	\$299.97	\$53,900.00	\$350.00
	Replace approx. 20% inside units	EA	35	\$50,995	\$1,457.00	\$52,400.00	\$1,500.00
12	Environmental Remediation Protocol						
12.1	Fold back carpet at window rough openings	EA	581	\$0	\$0.00	\$11,620.00	\$20.00
12.2	Construct negative air containments at each R/O	EA	581	\$0	\$0.00	\$104,580.00	\$180.00
12.3	Remove interior trim at each R/O	LF	6440	\$0	\$0.00	\$3,720.00	\$0.50
12.4	Remove contaminated drywall	SF	7000	\$0	\$0.00	\$7,700.00	\$1.10
12.5	Clean and encapsulate drywall areas	SF	7000	\$0	\$0.00	\$10,500.00	\$1.50
12.7	Hepa-Vac and fine clean areas for clearance	SF	14000	\$0	\$0.00	\$14,000.00	\$1.00
12.8	Run air scrubbers and dehumidifiers prior to final clearance	EA	581	\$0	\$0.00	\$69,120.00	\$120.00
12.9	Remove containments	EA	581	\$0	\$0.00	\$34,860.00	\$60.00
12.10	Unfold carpet, stretch and kick-in	EA	581	\$0	\$0.00	\$41,578.00	\$75.00
13	General Conditions						
13.1	Scaffolding Erection/Dismantle	LS	7	\$149,986	\$21,426.57	\$232,568.00	\$33,224.00
13.2	Scaffold Rental to include 7.5% Sales Tax	EA	23	\$130,115	\$5,656.68	\$161,590.22	\$7,022.00
13.3	Dumpster fees per bldg	EA	42	\$0	\$0.00	\$5,040.00	\$120.00
13.4	Dumpster & dump fees for construction trash @ 6.2 per building	EA	42	\$0	\$0.00	\$12,600.00	\$300.00
13.5	Forklift Rental	MO	11	\$0	\$0.00	\$24,675.00	\$2,250.00
13.6	Jobsite office/ storage Trailer	MO	11	\$0	\$0.00	\$4,177.50	\$455.00
13.7	Porta John Units - 4 units	EA	11	\$0	\$0.00	\$2,310.00	\$220.00
13.8	Project Supervisor	MO	11	\$0	\$0.00	\$84,000.00	\$8,000.00
13.9	Assistant Supervisor	MO	11	\$0	\$0.00	\$73,500.00	\$7,000.00
13.10	Building Permit						
	\$2.50/ 1K	LS	7	\$0	\$0.00	\$18,525.00	\$2,647.00
	Plan Review @ 1/2	LS	7	\$0	\$0.00	\$9,261.00	\$1,323.00
	First (500K)	LS	7	\$0	\$0.00	\$12,285.00	\$1,755.00
13.11	Fine Clean units	UNITS	154	\$0	\$0.00	\$46,200.00	\$300.00
13.12	Temporary Handrails for construction	LS	7	\$0	\$0.00	\$35,000.00	\$5,000.00
13.13	Continuous clean up crew (2 men)	MO	11	\$0	\$0.00	\$69,562.50	\$6,625.00
13.14	Construction Fencing (around building)	LS	7	\$0	\$0.00	\$14,900.00	\$2,000.00
13.15	Jobsite pickup truck expense	MO	11	\$0	\$0.00	\$9,450.00	\$900.00
13.16	Project before and after photo documentation	UNITS	154	\$0	\$0.00	\$46,200.00	\$300.00
14	Project Fees						
14.1	O/H @ 10%	LS	1	\$0	\$0.00	\$749,280.00	\$749,280.00
14.2	Fees @ 10%	LS	1	\$0	\$0.00	\$824,208.00	\$824,208.00
14.3	Contingency @ 10%	LS	1	\$0	\$0.00	\$906,628.80	\$906,628.80
14.4	Architectural and Engineering Fees @ 10%	LS	1	\$0	\$0.00	\$997,291.68	\$997,291.68

12 Oaks at Fenwick Plantation

Repair Estimate Comparisons

CA Lindman VS Procon

6/11/10

				CA Lindman		PROCON	
ITEM #	DESCRIPTION	UNIT MEAS.	QTY	TOTAL	BID UNIT PRICE	TOTAL ITEM AMOUNT	UNIT PRICE
Buildings 1, 4, 5, 6, 7, 8 and 9							
Building 2							
1	Mobilization of Rental Equipment						
1.1	Scaffolding delivery in / out	LS	1	\$0	\$0.00	\$1,200.00	\$1,200.00
2	Roofs - Repair recommendation #1 (Page 13) Reference RTM Engineering Report 10/15/09						
2.1	Remove existing damaged shingles & felt under layment / install new felt felt	LS	1	\$61,709	\$61,709.00	\$88,950.00	\$88,950.00
2.7	layment flashings & shingles	LS	1	\$17,141	\$17,141.00	\$2,500.00	\$2,500.00
3	Provide temporary weather protection at flat roofs						
3	Magna Wall System - Repair recommendation #3 (Page 14)						
3.1	Demo of stucco, building wrap, membrane flashing at rough openings and system flashing components to expose OSB sheathing for inspection	SF	38000	\$83,600	\$2.20	\$104,500.00	\$2.75
3.2	Provide Temporary weather protection	SF	38000	\$31,160	\$0.82	\$43,700.00	\$1.15
3.6	Install new moisture barrier over exterior walls, 2 layers, 30# felt	SF	38000	\$26,980	\$0.71	\$40,280.00	\$1.06
3.7	Wrap all rough openings with membrane flashing	LF	6400	\$14,720	\$2.30	\$4,608.00	\$0.72
3.8	Install zinc accessories at wall penetrations, dissimilar materials, floor lines outside and inside corners and control joints	LF	11000	\$10,450	\$0.95	\$0.00	\$0.00
3.9	Install floor line flashing at bottom of wall and floor lines	LF	4000	\$8,560	\$2.14	\$8,560.00	\$2.14
3.10	Install 3.4 self furring wire lath	SF	38000	\$78,660	\$2.07	\$133,000.00	\$3.50
3.11	Apply three coat hard stucco system	SF	38000	\$323,000	\$8.50	\$342,000.00	\$9.00
3.12	Apply primer and finish color and decorative trim component to match existing architectural building features	SF	38000	\$22,420	\$0.59	\$0.00	\$0.00
4	Siding Materials						
4.1	Remove all existing cementitious siding and trim components to include building wrap, membrane flashing at rough openings and system flashing components to expose OSB sheathing for inspection	SF	4000	\$7,080	\$1.77	\$8,000.00	\$2.00
4.2	Provide Temporary weather protection	SF	4000	\$1,880	\$0.47	\$4,600.00	\$1.15
4.6	Install new moisture barrier over exterior walls, 2 layers, 30# felt	SF	4000	\$5,920	\$1.48	\$4,740.00	\$1.19
4.7	Wrap all rough openings with membrane flashing	LF	528	\$581	\$1.10	\$380.16	\$0.72
4.8	Install new flashing at all siding to stucco board intersections and kick out flashing at the gable wall intersection	LF	1066	\$4,989	\$4.68	\$2,366.52	\$2.22
4.9	Install new cement board siding and associated trim to match existing architectural building features	SF	4000	\$14,160	\$3.54	\$12,800.00	\$3.20
4.10	Prime all cement board siding and trim materials prior to installation on buildings - all sides.	SF	4000	\$2,400	\$0.60	\$4,000.00	\$1.00
4.11	Apply two coats of paint over cement board siding and trim materials to match existing color scheme	SF	4000	\$4,960	\$1.24	\$6,000.00	\$1.50
5	Breezeway Areas - Repair Recommendation #5 (Page 15)						
5.1	Clean and prepare surface	SF	3000	\$2,220	\$0.74	\$7,500.00	\$2.50
5.3	Install new waterproof membrane on breezeway surface turning up onto wall sheathing to include entry door threshold and deck surface detail (2nd and 3rd Floors)	SF	3000	\$12,810	\$4.27	\$21,000.00	\$7.00
5.4	Install new kickout flashing at breezeway edges	EA	24	\$1,040	\$43.33	\$595.20	\$24.80
5.5	Re-detail new handrail connections through siding and seal	EA	48	\$1,586	\$33.04	\$1,748.80	\$36.44
5.6	Install WTS detail at ground floor breezeways	LF	651	\$5,306	\$8.15	\$2,604.00	\$4.00
6	Balcony Areas - Repair Recommendation (same as breezeway)						
6.1	Clean and prepare surface	SF	1344	\$995	\$0.74	\$336.00	\$0.25
6.3	Install new waterproof membrane on balcony surface turning up onto wall sheathing to include SGD threshold and deck surface detail (2nd and 3rd Floors)	SF	1344	\$5,739	\$4.27	\$9,408.00	\$7.00
6.4	Install new kickout flashing at balcony edges	EA	24	\$1,040	\$43.33	\$595.20	\$24.80
6.5	Re-detail new handrail connections through siding and seal	EA	96	\$3,171	\$33.03	\$2,496.00	\$26.00
6.6	Install WTS detail at ground floor balconies	LF	88	\$717	\$8.15	\$352.00	\$4.00
7	Window & Flashings - Repair Recommendation #2 (Page 13) Replace all window units with new code compliant units to include replacement of deficient flashings at rough openings						
7.1	Remove and dispose of all existing window units	EA	110	\$3,721	\$33.83	\$4,125.00	\$37.50
7.2	Provide new code compliant window units with appropriate DP rating						
7.2.1A	Install Type A 3'0" x 6'0" Mull together (Double)	EA	62	\$66,695	\$1,075.73	\$47,450.46	\$765.33
7.2.1B	Install Type B 3'0" x 6'0" single (Single)	EA	32	\$17,040	\$532.50	\$24,170.56	\$755.33
7.2.1C	Install Type C 3'0" x 6'0" (3) mull together (Triple)	EA	16	\$24,905	\$1,556.56	\$12,565.28	\$785.33
7.4	Install window and door head flashing at each R/O	LF	1040	\$13,603	\$13.08	\$2,860.00	\$2.75
7.5	Install peel-n-stick, sealing nailing flange to face of wall moisture barrier in water shed lap configuration	LF	2544	\$19,105	\$7.51	\$1,831.68	\$0.72
7.6	Provide, remove and install new SGD units - 6'	EA	6	\$8,044	\$1,340.67	\$5,171.28	\$861.88
7.7	Provide, remove and install new SGD units - 9'	EA	10	\$18,963	\$1,896.30	\$11,406.30	\$1,140.63
8	Sealants						
8.1	Install new caulk details @ all fenestrations & areas of dissimilar materials	LF	8000	\$38,000	\$4.75	\$18,000.00	\$2.25
8.2	Install new caulk details at stucco and cement siding	LF	3000	\$14,250	\$4.75	\$6,750.00	\$2.25
9	Remove and Store and Replace Items						
9.1	Remove, store and replace all breezeway and balcony handrails	LF	354	\$1,710	\$4.83	\$1,734.80	\$4.90
9.2	Remove, store and replace all exterior light fixtures attached in side of building at balconies, garage doors and entry doors	EA	80	\$2,743	\$34.29	\$2,000.00	\$25.00
9.3	Remove, store and replace bath and dryer vents attached to exterior walls	EA	64	\$1,097	\$17.14	\$800.00	\$12.50
9.4	Remove, store, reinstall steel stairs and rails, steps and stringers	EA	12	\$38,054	\$3,171.17	\$36,000.00	\$3,000.00
9.5	Prepare and paint steps, stringers and handrails	LF	600	\$3,864	\$6.44	\$6,600.00	\$11.00
9.6	Remove, store and reinstall unit entry doors	EA	32	\$3,468	\$108.38	\$4,480.00	\$140.00

12 Oaks at Fenwick Plantation

Repair Estimate Comparisons

CA Lindman VS Procon

6/11/10

				CA Lindman		PROCON	
ITEM #	DESCRIPTION	UNIT MEAS.	QTY	TOTAL	BID UNIT PRICE	TOTAL ITEM AMOUNT	UNIT PRICE
Buildings 1, 4, 5, 6, 7, 8, and 9							
9.7	Remove, store and reinstall garage entry and storage room entry doors	EA	22	\$2,383	\$108.32	\$3,080.00	\$140.00
9.8	Prepare and paint all entry-type doors	EA	52	\$3,499	\$67.29	\$2,080.00	\$40.00
9.9	Remove, store, reinstall garage roll-up doors	EA	10	\$2,153	\$215.30	\$1,750.00	\$175.00
9.10	Remove, store, and reinstall all gutters and downspouts	LF	482	\$2,516	\$5.22	\$2,144.90	\$4.45
	Remove, store, and reinstall ground floor balcony screen enclosure frames, provide new screen tight system	EA	4	\$0	\$0.00	\$3,400.00	\$850.00
9.11	Remove, store and reinstall gable attic vents	EA	4	\$199	\$49.75	\$180.00	\$45.00
9.13	Remove, store and reinstall meter base and panels	EA	32	\$6,308	\$197.13	\$8,000.00	\$250.00
10	Electrical and Mechanical (Orbital Engineering Report Dated 11/6/09)						
10.1	Electrical work scope pending (page 4) Item 1	LS	1	\$0	\$0.00	\$133,546.00	\$133,546.00
11	Project Allowances for Unknown Qty's						
11.1	Exterior						
11.1a	Replacement of roof deck sheathing (flat roofs only)	SF	171	\$552	\$3.23	\$196.65	\$1.15
11.1b	Replacement of drywall in exterior breezeways	SF	342	\$2,161	\$6.32	\$427.50	\$1.25
11.1c	Replace moisture-damaged wood framing components	SF	171	\$1,370	\$8.01	\$1,453.50	\$8.50
11.1d	Replacement of moisture damaged OSB wall sheathing at stucco locations	SF	7600	\$12,464	\$1.64	\$7,600.00	\$1.00
11.1e	Replacement of moisture damaged exterior wall framing at stucco	SF	3800	\$3,344	\$0.88	\$20,900.00	\$5.50
11.1f	Replacement of moisture damaged exterior wall butt insulation at stucco	SF	7600	\$7,372	\$0.97	\$3,800.00	\$0.50
11.1g	Replace moisture damaged exterior OSB sheathing at siding location	SF	800	\$24,256	\$30.32	\$900.00	\$1.00
11.1h	Replace moisture damaged wood framing components at siding locations	SF	400	\$2,344	\$5.86	\$2,200.00	\$5.50
11.1i	Replace moisture damaged exterior wall cavity butt insulation at siding	SF	800	\$776	\$0.97	\$400.00	\$0.50
11.1j	Install lightweight sloping materials at breezeways	SF	750	\$6,240	\$8.32	\$5,250.00	\$7.00
11.1k	Replace OSB sheathing where gaps exist at window perimeter rough	SF	1056	\$1,880	\$1.78	\$1,478.40	\$1.40
11.1l	Landscaping Allowance - remove, cut-back, replant	LS	1	\$5,999	\$5,999.00	\$3,500.00	\$3,500.00
11.2	Interior						
11.2a	Replace interior drywall	SF	4200	\$10,080	\$2.40	\$5,250.00	\$1.25
11.2b	Replace interior trim	LF	1220	\$2,318	\$1.90	\$1,830.00	\$1.50
11.2c	Prime and Paint interior drywall	SF	4200	\$3,780	\$0.90	\$3,360.00	\$0.80
11.2d	Prime and Paint interior trim	LF	1220	\$1,244	\$1.02	\$1,098.00	\$0.90
11.2e	Replace interior drywall at ceilings	SF	2100	\$10,626	\$5.06	\$2,625.00	\$1.25
11.2f	Prime and texture interior ceilings	SF	2100	\$4,641	\$2.21	\$3,885.00	\$1.85
11.2g	Repair drywall nail pops and paint wall	SF	2100	\$2,415	\$1.15	\$2,100.00	\$1.00
11.2h	Remove and replace drywall and finish along new cable runs	SF	9500	\$38,976	\$4.06	\$40,320.00	\$4.20
11.2i	HVAC Scope						
	Remove/ replace roof units	EA	32	\$9,599	\$299.97	\$11,200.00	\$350.00
	Replace approx. 20% inside units	EA	7	\$10,199	\$1,457.00	\$10,500.00	\$1,500.00
12	Environmental Remediation Protocol						
12.1	Fold back carpet at window rough openings	EA	110	\$0	\$0.00	\$2,200.00	\$20.00
12.2	Construct negative air containments at each R/O	EA	110	\$0	\$0.00	\$19,800.00	\$180.00
12.3	Remove interior trim at each R/O	LF	1220	\$0	\$0.00	\$610.00	\$0.50
12.4	Remove contaminated drywall	SF	1500	\$0	\$0.00	\$1,650.00	\$1.10
12.5	Clean and encapsulate drywall areas	SF	1500	\$0	\$0.00	\$2,250.00	\$1.50
12.6	Wipe clean all non-porous materials in containment with biocide	SF	3000	\$0	\$0.00	\$0.00	\$0.00
12.7	Hepa-Vac and fine clean areas for clearance	SF	3000	\$0	\$0.00	\$3,000.00	\$1.00
12.8	Run air scrubbers and dehumidifiers prior to final clearance	EA	110	\$0	\$0.00	\$13,200.00	\$120.00
12.9	Remove containments	EA	110	\$0	\$0.00	\$6,600.00	\$60.00
12.10	Unfold carpet, stretch and kick-in	EA	110	\$0	\$0.00	\$8,250.00	\$75.00
13	General Conditions						
13.1	Scaffolding Erection /Dismantle	LS	1	\$38,568	\$38,568.00	\$43,287.00	\$43,287.00
13.2	Scaffold Rental to include 7.5% Sales Tax	EA	4	\$37,711	\$9,427.75	\$32,064.00	\$8,066.00
13.3	Dumpster fees per bldg	EA	8	\$0	\$0.00	\$960.00	\$120.00
13.4	Dumpster & dump fees for construction trash @ 6.2 per building	EA	8	\$0	\$0.00	\$2,400.00	\$300.00
13.5	Forklift Rental	MO	3	\$0	\$0.00	\$5,875.00	\$2,350.00
13.6	Jobsite office/ storage Trailer	MO	3	\$0	\$0.00	\$1,137.50	\$455.00
13.7	Porta John Units - 4 units	EA	3	\$0	\$0.00	\$560.00	\$220.00
13.8	Project Supervisor	MO	3	\$0	\$0.00	\$20,000.00	\$8,000.00
13.9	Assistant Supervisor	MO	3	\$0	\$0.00	\$12,500.00	\$7,000.00
13.10	Building Permit						
	\$2.50/ 1K	LS	1	\$0	\$0.00	\$4,434.00	\$4,434.00
	Plan Review @ 1/2	LS	1	\$0	\$0.00	\$2,217.00	\$2,217.00
	First (500K)	LS	1	\$0	\$0.00	\$1,755.00	\$1,755.00
13.11	Fine Clean units	UNITS	32	\$0	\$0.00	\$9,600.00	\$300.00
13.12	Temporary Handrails for construction	LS	1	\$0	\$0.00	\$5,000.00	\$5,000.00
13.13	Continuous clean up crew (2 men)	MO	3	\$0	\$0.00	\$16,562.50	\$6,625.00
13.14	Construction Fencing (around building)	LS	1	\$0	\$0.00	\$2,000.00	\$2,000.00
13.15	Jobsite pickup truck expense	MO	3	\$0	\$0.00	\$2,250.00	\$900.00
13.16	Project before and after photo documentation	UNITS	32	\$0	\$0.00	\$8,600.00	\$300.00
14	Project Fees						
14.1	O/H @ 10%	LS	1	\$0	\$0.00	\$156,120.19	\$156,120.19
14.2	Fees @ 10%	LS	1	\$0	\$0.00	\$170,732.21	\$170,732.21
14.3	Contingency @ 10%	LS	1	\$0	\$0.00	\$188,905.43	\$188,905.43
14.4	Architectural and Engineering Fees @ 10%	LS	1	\$0	\$0.00	\$207,795.97	\$207,795.97
1	Building 3 Mobilization of Rental Equipment						

12 Oaks at Fenwick Plantation

Repair Estimate Comparisons

CA Lindman VS Procon

6/11/10

				CA Lindman		PROCON	
ITEM #	DESCRIPTION	UNIT MEAS.	QTY	TOTAL	BID UNIT PRICE	TOTAL ITEM AMOUNT	UNIT PRICE
	Buildings 1, 4, 5, 6, 7, 8, and 9						
2	Roofs - Repair recommendation #1 (Page 13) Reference RTM Engineering Report 10/15/09						
2.1	Remove existing damaged shingles & felt under layment / install new felt felt layment flashings & shingles	LS	1	\$11,142	\$11,142.00	\$12,250.00	\$12,250.00
2.2	Remove existing EPDM membrane and install new	LS	0	\$0	\$0.00	\$0.00	\$0.00
2.7	Provide temporary weather protection at flat roofs	LS	1	\$1,714	\$1,714.00	\$2,500.00	\$2,500.00
3	Magna Wall System - Repair recommendation #3 (Page 14)						
3.1	Demo of stucco, building wrap, membrane flashing at rough openings and system flashing components to expose OSB sheathing for inspection	SF	12000	\$26,400	\$2.20	\$33,000.00	\$2.75
3.2	Provide Temporary weather protection	SF	12000	\$9,840	\$0.82	\$13,800.00	\$1.15
3.5	Install new moisture barrier over exterior walls, 2 layers, 30# felt	SF	12000	\$17,760	\$1.48	\$12,720.00	\$1.06
3.7	Wrap all rough openings with membrane flashing	LF	1883	\$2,071	\$1.10	\$1,355.76	\$0.72
	Install zinc accessories at wall penetrations, dissimilar materials, floor lines outside and inside corners and control joints	LF	3600	\$3,420	\$0.95	\$0.00	\$0.00
3.8	Install floor line flashing at bottom of wall and floor lines	LF	1120	\$1,915	\$1.71	\$2,415.20	\$2.16
3.9	Install 3.4 self furring wire lath	SF	12000	\$24,840	\$2.07	\$42,000.00	\$3.50
3.10	Apply three coat hard stucco system	SF	12000	\$102,000	\$8.50	\$108,000.00	\$9.00
	Apply primer and finish color and decorative trim component to match existing architectural building features	SF	12000	\$15,360	\$1.28	\$0.00	\$0.00
3.12	Siding Materials N/A						
4	Window & Flashings - Repair Recommendation #2 (Page 13) Replace all window units with new code compliant units to include replacement of deficient flashings at rough openings						
7	Remove and dispose of all existing window units	EA	64	\$2,165	\$33.83	\$2,400.00	\$37.50
7.1	Provide new code compliant window units with appropriate DP rating						
7.2	Install Type A 3'0" x 6'0" Mull together (Double)	EA	26	\$27,969	\$1,075.73	\$15,058.58	\$579.18
7.2.1A	Install Type B 3'0" x 6'0" single (Single)	EA	2	\$1,066	\$533.00	\$1,138.36	\$569.18
7.2.1B	Install Type C 3'0" x 6'0" (3) mull together (Triple)	EA	0	\$0	\$0.00	\$0.00	\$0.00
7.2.1C	Install Type D 2'8" x 6'0" Mull together Hung	EA	12	\$7,540	\$628.33	\$6,830.16	\$569.18
7.2.1D	Install Type E 2'8" x 4'0" single Hung	EA	12	\$8,427	\$702.25	\$6,830.16	\$569.18
7.2.1E	Install Type F 2'8" x 4'0" (3) mull together Fixed	EA	12	\$6,461	\$538.42	\$6,830.16	\$569.18
7.2.1F	Install window and door head flashing at each R/O	LF	453	\$7,089	\$15.65	\$1,245.75	\$2.75
7.4	Install peel-n-stick, sealing nailing flange to face of wall moisture barrier in water shed lap configuration	LF	1883	\$14,141	\$7.51	\$1,355.76	\$0.72
8	Sealants						
8.1	Install new caulk details @ all fenestrations & areas of dissimilar materials	LF	1883	\$8,944	\$4.75	\$4,235.75	\$2.25
8.2	Install new caulk details at stucco and cement siding	LF	3517	\$16,706	\$4.75	\$7,813.25	\$2.25
9	Remove and Store and Replace Items						
9.2	Remove, store and replace all exterior light fixtures attached in side of building at balconies, garage doors and entry doors	EA	25	\$857	\$34.28	\$625.00	\$25.00
9.3	Remove, store and replace bath and dryer vents attached to exterior walls	EA	24	\$411	\$17.13	\$300.00	\$12.50
9.6	Remove, store and reinstall unit entry doors	EA	6	\$650	\$108.33	\$640.00	\$106.67
9.7	Remove, store and reinstall garage entry and storage room entry doors	EA	7	\$759	\$108.43	\$980.00	\$140.00
9.8	Prepare and paint all entry-type doors	EA	13	\$874	\$67.23	\$0.00	\$0.00
9.9	Remove, store, reinstall garage roll-up doors	EA	12	\$2,581	\$215.08	\$2,700.00	\$225.00
9.10	Remove, store, and reinstall all gutters and downspouts	LF	284	\$1,482	\$5.22	\$1,283.80	\$4.45
9.12	Remove, store and reinstall gable attic vents	EA	2	\$101	\$50.50	\$90.00	\$45.00
9.13	Remove, store and reinstall meter base and panels	EA	6	\$1,183	\$197.17	\$1,500.00	\$250.00
10	Electrical and Mechanical (Orbital Engineering Report Dated 11/6/09)						
10.1	Electrical work scope pending (page 4) Item 1	LS	3	\$0	\$0.00	\$300.00	\$100.00
11	Project Allowances for Unknown Q'tys						
11.1	Exterior						
11.1d	Replacement of moisture damaged OSB wall sheathing at stucco locations	SF	2400	\$3,936	\$1.64	\$2,400.00	\$1.00
11.1e	Replacement of moisture damaged exterior wall framing at stucco	SF	1200	\$1,056	\$0.88	\$6,500.00	\$5.50
11.1f	Replacement of moisture damaged exterior wall butt insulation at stucco	SF	2400	\$2,328	\$0.97	\$1,200.00	\$0.50
11.1k	Replace OSB sheathing where gaps exist at window perimeter rough	SF	672	\$1,196	\$1.78	\$940.80	\$1.40
11.1l	Landscaping Allowance - remove, cut-back, replant	LS	1	\$3,500	\$3,500.00	\$3,500.00	\$3,500.00
11.2	Interior						
11.2a	Replace interior drywall	SF	1200	\$2,880	\$2.40	\$1,500.00	\$1.25
11.2b	Replace interior trim	LF	720	\$1,361	\$1.89	\$1,080.00	\$1.50
11.2c	Prime and Paint interior drywall	SF	1200	\$1,080	\$0.90	\$960.00	\$0.80
11.2d	Prime and Paint interior trim	LF	720	\$734	\$1.02	\$648.00	\$0.90
11.2e	Replace interior drywall at ceilings	SF	600	\$3,036	\$5.06	\$600.00	\$1.00
11.2f	Prime and texture interior ceilings	SF	600	\$1,326	\$2.21	\$1,110.00	\$1.85
11.2g	Repair drywall nail pops and paint wall	SF	6000	\$6,900	\$1.15	\$6,000.00	\$1.00
11.2i	Remove drywall at first floor ceiling, replace HVAC duct work and returns	EA	6	\$22,627	\$3,771.17	\$60,000.00	\$10,000.00
12	Environmental Remediation Protocol						
12.1	Fold back carpet at window rough openings	EA	70	\$0	\$0.00	\$1,400.00	\$20.00
12.2	Construct negative air containments at each R/O	EA	70	\$0	\$0.00	\$12,600.00	\$180.00
12.3	Remove interior trim at each R/O	LF	720	\$0	\$0.00	\$360.00	\$0.50
12.4	Remove contaminated drywall	SF	1000	\$0	\$0.00	\$1,100.00	\$1.10
12.5	Clean and encapsulate drywall areas	SF	1000	\$0	\$0.00	\$1,500.00	\$1.50
12.7	Hepa-Vac and fine clean areas for clearance	SF	2000	\$0	\$0.00	\$2,000.00	\$1.00
12.8	Run air scrubbers and dehumidifiers prior to final clearance	EA	70	\$0	\$0.00	\$8,400.00	\$120.00
12.9	Remove containments	EA	70	\$0	\$0.00	\$4,200.00	\$60.00

12 Oaks at Fenwick Plantation

Repair Estimate Comparisons

CA Lindman VS Procon

6/11/10

				CA Lindman		PROCON	
ITEM #	DESCRIPTION	UNIT MEAS.	QTY	TOTAL	BID UNIT PRICE	TOTAL ITEM AMOUNT	UNIT PRICE
Buildings 1, 4, 5, 6, 7, 8, and 9							
12.10	Unfold carpet, stretch and kick-in	EA	70	\$0	\$0.00	\$5,250.00	\$75.00
13	General Conditions						
13.1	Scaffolding Erection /Dismantle	LS	1	\$0	\$0.00	\$22,284.00	\$22,284.00
13.2	Scaffold Rental to include 7.5% Sales Tax	EA	3	\$0	\$0.00	\$14,313.00	\$4,771.00
13.3	Dumpster fees per bldg	EA	6	\$0	\$0.00	\$720.00	\$120.00
13.4	Dumpster & dump fees for construction trash @ 6.2 per building	EA	6	\$0	\$0.00	\$1,800.00	\$300.00
13.5	Forklift Rental	MO	2	\$0	\$0.00	\$1,525.00	\$762.50
13.6	Jobsite office/ storage Trailer	MO	2	\$0	\$0.00	\$682.50	\$341.25
13.7	Porta John Units - 4 units	EA	2	\$0	\$0.00	\$330.00	\$165.00
13.8	Project Supervisor	MO	2	\$0	\$0.00	\$12,000.00	\$6,000.00
13.9	Assistant Supervisor	MO	2	\$0	\$0.00	\$10,500.00	\$5,250.00
13.10	Building Permit						
	\$2.50/ 1K	LS	1	\$0	\$0.00	\$622.00	\$622.00
	Plan Review @ 1/2	LS	1	\$0	\$0.00	\$311.00	\$311.00
	First (500K)	LS	1	\$0	\$0.00	\$1,755.00	\$1,755.00
13.11	Fine Clean units	UNITS	22	\$0	\$0.00	\$6,600.00	\$300.00
13.12	Temporary Handrails for construction	LS	1	\$0	\$0.00	\$5,000.00	\$5,000.00
13.13	Continuous clean up crew (2 men)	MO	2	\$0	\$0.00	\$8,937.50	\$4,468.75
13.14	Construction Fencing (around building)	LS	1	\$0	\$0.00	\$2,000.00	\$2,000.00
13.15	Jobsite pickup truck expense	MO	2	\$0	\$0.00	\$1,350.00	\$675.00
13.16	Project before and after photo documentation	UNITS	22	\$0	\$0.00	\$6,600.00	\$300.00
14	Project Fees						
14.1	O/H @ 10%	LS	1	\$0	\$0.00	\$51,416.21	\$51,416.21
14.2	Fees @ 10%	LS	1	\$0	\$0.00	\$56,557.83	\$56,557.83
14.3	Contingency @ 10%	LS	1	\$0	\$0.00	\$62,213.61	\$62,213.61
14.4	Architectural and Engineering Fees @ 10%	LS	1	\$0	\$0.00	\$68,434.97	\$68,434.97
Buildings Leasing Center							
1	Mobilization of Rental Equipment						
1.1	Scaffolding delivery in / out	LS	1	\$3,771	\$3,771.00	\$3,000.00	\$3,000.00
2	Roofs - Repair recommendation #1 (Page 13) Reference RTM Engineering Report 10/15/09						
2.1	Remove existing damaged shingles & felt under layment / install new felt felt layment flashings & shingles	LS	1	\$5,571	\$5,571.00	\$8,250.00	\$8,250.00
3	Magna Wall System - Repair recommendation #3 (Page 14)						
3.1	Demo of stucco, building wrap, membrane flashing at rough openings and system flashing components to expose OSB sheathing for inspection	SF	4200	\$9,240	\$2.20	\$11,550.00	\$2,750.00
3.2	Provide Temporary weather protection	SF	4200	\$3,444	\$0.82	\$4,830.00	\$1,150.00
3.6	Install new moisture barrier over exterior walls, 2 layers, 30# felt	SF	4200	\$6,216	\$1.48	\$4,452.00	\$1,060.00
3.7	Wrap all rough openings with membrane flashing	LF	400	\$444	\$1.11	\$288.00	\$72.00
	Install zinc accessories at wall penetrations, dissimilar materials, floor lines outside and inside corners and control joints	LF	1400	\$1,330	\$0.95	\$0.00	\$0.00
3.9	Install floor line flashing at bottom of wall and floor lines	LF	476	\$814	\$1.71	\$1,028.16	\$2,160.00
3.10	Install 3/4 self furring wire lath	SF	4200	\$8,694	\$2.07	\$14,700.00	\$3,500.00
3.11	Apply three coat hard stucco system	SF	4200	\$35,700	\$8.50	\$31,800.00	\$7,500.00
	Apply primer and finish color and decorative trim component to match existing architectural building features	SF	4200	\$5,376	\$1.28	\$0.00	\$0.00
7	Window & Flashings - Repair Recommendation #2 (Page 13) Replace all window units with new code compliant units to include replacement of deficient flashings at rough openings						
7.1	Remove and dispose of all existing window units	EA	17	\$574	\$33.76	\$6,337.50	\$372.50
7.2	Provide new code compliant window units with appropriate DP rating						
7.2.1A	Install Type A 3'0" x 6'0" Muller together (Double)	EA	4	\$4,302	\$1,075.50	\$2,083.04	\$520.76
7.2.1B	Install Type B 3'0" x 6'0" single (Single)	EA	8	\$4,261	\$532.63	\$4,086.08	\$510.76
7.2.1C	Install Type C 3'0" x 6'0" (3) muller together (Triple)	EA	0	\$0	\$0.00	\$0.00	\$0.00
7.2.1H	Install Type D 2'6" x 8'0" Muller together (HUNG)	EA	2	\$1,406	\$703.00	\$1,021.52	\$510.76
7.2.1J	Install Type E 6'0" x 8'0" single (Double Door)	EA	3	\$2,388	\$796.00	\$1,552.29	\$517.43
7.4	Install window and door head flashing at each R/O	LF	90	\$1,409	\$15.66	\$0.00	\$0.00
	Install peel-n-stick, sealing nailing flange to face of wall moisture barrier in water shed lap configuration	LF	284	\$2,133	\$7.51	\$781.00	\$2,750.00
8	Sealants						
8.1	Install new caulk details @ all fenestrations & areas of dissimilar materials	LF	500	\$2,375	\$4.75	\$1,125.00	\$2,250.00
8.2	Install new caulk details at stucco and cement siding	LF	150	\$713	\$4.75	\$437.50	\$2,925.00
9	Remove and Store and Replace Items						
	Remove, store and replace all exterior light fixtures attached in side of building at balconies, garage doors and entry doors	EA	6	\$206	\$34.33	\$150.00	\$250.00
9.3	Remove, store and replace bath and dryer vents attached to exterior walls	EA	4	\$69	\$17.25	\$50.00	\$172.50
9.6	Remove, store and reinstall unit entry doors and Leasing Center Door	EA	3	\$326	\$108.67	\$420.00	\$140.00
9.8	Prepare and paint all entry-type doors	EA	3	\$202	\$67.33	\$720.00	\$240.00
9.10	Remove, store, and reinstall all gutters and downspouts	LF	128	\$669	\$52.23	\$563.50	\$4,468.00
9.12	Remove, store and reinstall gable attic vents	EA	2	\$101	\$50.50	\$90.00	\$45.00
9.13	Remove, store and reinstall meter base and panels	EA	3	\$591	\$197.00	\$750.00	\$250.00
11	Project Allowances for Unknown Qlys						
11.1	Exterior						
11.1d	Replacement of moisture damaged OSB wall sheathing at stucco locations	SF	840	\$1,386	\$1.65	\$840.00	\$1.00
11.1e	Replacement of moisture damaged exterior wall framing at stucco	SF	420	\$370	\$0.88	\$2,310.00	\$5.50

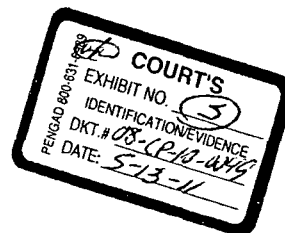
Point of clarification

If punitive damages are awarded
in any case, to whom are the
proceeds paid?

Chris Snelson
Jury Foreman

To the Plaintiffs.

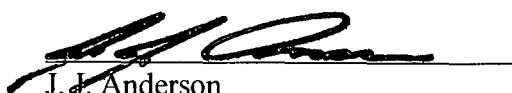
Judge Henry C.



CERTIFICATION

The undersigned hereby certifies that the Record on Appeal contains all material proposed to be included by all parties and not any other material.

Respectfully submitted,



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January 17, 2013.