







3. Work And Materials: * Done, **Continuing

a. *Mitigation 3 times fogging and clean out. house = \$4,500.00 set price

✗ A Contractor Is NOT Justified to Do 3 Separate Mold Mitigations IF:

Condition	Why It's Not Justified
● The mold all came from the same water leak or moisture source	Example: One roof leak caused mold in 3 rooms — this should be one mitigation job , not 3.
● They didn't properly inspect the home first	Contractors should do a full visual inspection (or get a mold report) before billing for multiple jobs.
● They didn't build or show proper containment areas	If there's no containment, no negative air, no HEPA filters , it's not proper mitigation — and charging 3x is likely fraudulent.
● There's no documentation	If they don't have before/after photos, equipment logs, filter receipts, or mold test reports , it is very difficult to prove 3 jobs were done.

What the Contractor Is Supposed To Provide (in any mold mitigation job):

Type of Proof	Required/Expected
 Before, during, and after photos	✓ Yes — of the affected areas, containment barriers, and cleaned zones
 Mold inspection or report	✓ Strongly expected — from a third party or at least their own documentation
 Equipment use logs	✓ Should list dehumidifiers, HEPA filters, air scrubbers used (with serials/dates)
 Receipts/invoices for filters or chemicals used	✓ Required if billing for materials
 Post-mitigation clearance testing	✓ Required in many states or if insurance/lenders are involved
 Diagram of affected areas or floor plan	✓ Shows locations of mold and containment zones

● WARNING SIGNS OF A FRAUDULENT OR UNETHICAL MOLD MITIGATION:

Sign	What It Means
! No pictures or proof of work	Could mean no real cleanup was done
! No equipment shown or used	No HEPA filters, no dehumidifiers = not real mold mitigation
! Contractor refuses to explain why 3 jobs were done	Often a sign of bill padding
! No source of moisture fixed	Mold will come back — means it was just surface cleaning
! All jobs happened on the same day	Strong sign they were not truly separate jobs

Summary (P5G Style):

- A contractor **can do 3 mold jobs only** if they were in **separate, sealed-off areas** with different water sources.
- If the mold came from **one leak**, they should only bill for **one job**.
- The contractor **must show proof**: photos, equipment logs, materials used, and sometimes lab tests.
- If there's **no proof** and no separate barriers or machines, they are **not justified** in billing for 3.

b. *H.V.A.C. New 80 B.T.U. Furnace And loaded A.C. 2 ton Coil with Line Set = \$8,500.00 set price.

- Final 65k estimate states “**Replace existing H.V.A.C. Furnace with 90 % plus. unit and P.V.C exhaust vents**”. **[How can you decide the furnace needs to be replaced without the utilities on and no report. Did you physically view the furnace. A yes is not sufficient reason. An explanation is still required]**
- Did you supply the Furnace? If so please show receipt
- Please show image of brand /manufacturer
- Final 65k estimate states “**Replace existing A.C. compressor with 2 ton. compressor and new A-Coil, copper lines**.” **[Estimated for but not included]**
- Did you supply the coil with line set? If so please show receipt
- Please share the **bid**, full report, and along with the **warranty**
- Is the HVAC contractor staff?

c. *Electrical run new ceiling and partial wall conduit and #12 copper wire, junction boxes and 100 amp. panel to support new lights and hardwired smoke detectors where non-existent and remove partial b.x. lines to for 1st and 2nd floor bedrooms, halls, kitchen, living room, laundry and garage service. = \$12,000.00 set price

- Please indicate total number and location of **new** openings
- Please provide an electrician's report which includes but is not limited to the total LF of conduit and total LF of #12 copper wire used on **this** project along with any electrical material invoices/receipts that are dated between 1/03/2025 and the date it was installed

- Please confirm the total number of junction boxes
- Please provide close-ups of serial number/tags on amp panel
- Please confirm the total number of partial b.x. lines, the total LF, and the total openings present and able to be reused
- For economic reasons price comparisons will be conducted as it's common for contractors' discounts so the cost would not seem sensible profit-wise for cost to exceed client researched comparisons. If the cost of material exceeds the comp, please provide the receipt showing the manufacturer and a detailed explanation for choosing their product.

d. **Repair holes demo. for all plumbing, electrical new runs previous plaster damage set price = \$4,500.00 set price.

- Be clear on what is meant by repair holes. For example if its replace mineral fiber/suspended ceiling, provide SF. Or drywall being replaced, provide SF also that would be a part of the overall drywall total of the estimate so to separate it as though holes caused by vandalism didn't exist previously is unnecessary.
- Per 65k estimate "***Repair damaged walls. Spackle, prime and paint.***" [This was stated for every room, no ***replacements*** even in rooms that showed no damage to walls or the hall the wall was open such as the utility room. Concerns for estimate being a template]
- Per 65k estimate "***Replace tub surrounds where vandalized.***" **[hole demo overlap for work already included in estimate]**
- Please be clearer on what is being stated and detailed, as plumbing has preexisting holes.
- Please confirm the total number of holes and their exact location on the property
- Explain previous plaster damage and how it does not overlap into drywall repair
- Please advise what is meant by "set price" and if there is an industry standard for this part of the project as it seems to be a normal part of the job.

e. *Plumbing replace all supply lines, drains, vents, per. previous damage with p.v.c. and repair existing gas lines = \$9,500.00 set price

- Please be clear on the total amount of
 - Supply lines
 - Drains
 - Vents (and exactly where these vents are located)
 - Total LF of PVC used on ***this*** project along with any plumbing material invoices that are dated between 1/03/2025 and 5/6/2025
 - Photos documentation/proof of damaged gas lines. No one authorized this. This is not something you can just do without informing the owner. No revised estimate was provided, neither the original itemized estimate I've been requesting.
 - Total LF of gas repaired on ***this*** project, locations of repair, along with any relatable material invoices that are dated between 1/03/2025 and date installed.

f. **Landscaping remove trees, bushes, decking and yard debris. = \$2,750 set price.

- No issue

Please provide photos of the roof condition from inside and outside as it has been mentioned by the seller, and on several occasions without any photos

- On 12/27/2024 per your text *“House basically the same with a little more vandalism. I still think about 38k rehab with 7k contingency.”* Please provide in detail meaning detailed estimate exactly how you arrived at this number before and as of 12/27/2024? Even if it were a topical estimate, 30 years of experience and knowing the cost of labor and material for a job would put you close in the ballpark as if an actual estimate were done.
- Per 65k estimate *“Replace existing 40 gallon hot water tank”*. [provide photos with serial number]
- Per 65k estimate *“Repair burned out roofing section overhang over rear family room elevation.* It is in front of the home. [Did you physically inspect onsite] **Obvious for original topical observation/original estimate.**
- Per 65k estimate *“Repair fencing for backyard area to home side entry”* **Obvious for original topical observation/original estimate.**
- Per 65k estimate *“Install security system”* [a motion detector]
- Per 65k estimate *“Encapsulate asbestos like tile to family room to prep. for decorative vinyl plank tile installation.”* [2/18/25 this line operation was brought to my attention as though it were newly discovered and could pose additional cost. Another concern that the estimate is a template]
- Please advise of what date you went inside of the property to do an interior inspection as your estimate could be based upon 2nd hand photos from another party.
- Your estimate has the exterior listed as wood clap when the material is aluminum
- Your estimate appears to be a template
- Your estimate groups rooms into one section
- Your estimate does not provide dimensions
- Your initial estimate only list a total price
- Your final estimate only list a total price
- On 12/31/2024 you provided a new estimate for 65k and required a \$46,500 deposit. This predates 1/9/2025, the date the city inspection report was provided to me but postdates 12/2/2024 the date it was inspected by the city for the seller’s *“for sale inspection”*. You have been claiming that your 65k estimate derived from the final inspection after the building was purchased. Please advise how you arrived at this new estimate by providing a detailed estimate.
- Your final estimate set at 65k was immediately after the city inspection and prior to any plumbing inspections and electrical inspections which you have currently been claiming have been the cause of the price increase and also mainly the reasons that it will exceed the 65k.
- 2/18/2025 per text *“We will need about 12k of the balance to offset repairs needed to slab concrete floors cracked on the 1st level and additional roof repairs for damaged joists caused by the squirrels. You can use the same link.* [no photo documentation has been received in any of the progress updates you’ve shared to confirm this work was even completed either for the roof or the floor although its been paid. Also this overlaps all the encapsulation line items claimed, which you fail to provide a detailed estimate for to figure the difference]
- My response to the above text *“Good morning, Stan. When do you need that by? Couldn’t that be done later and the upstairs completed first since it could hinder working around it to avoid ruining the repair. Also, I would like to better understand the severity of the concrete cracks. Specifically, I need to know whether they compromise the slab’s structural integrity before making a decision on a full reslab.”*
- I did not receive a yes or no answer. Instead, you called me, causing more confusion, not specifying the room. I went back to revisit the conversation your exact words, *“when you start mixing these*

materials, you try not to go back like with the floor it's cracked through. So I had to use a um a vinyl patch cement that's got fibers in it, to make the floor where it would adhere and then there's an epoxy we got to put over those cracks when we do that so it won't keep spreading." I believe it may be the root of that tree that's close to the house because its close to that side where the slab was at going straight through to the um laundry room. That's the only thing I can think of between that tree and I think the neighbors got some big oak trees, but I really think its that pine tree. And that's whats causing it to dip even with the kitchen floor you cant do too much about that dip and stuff but that cracking and stuff, stop it and then I just talked with the furnace guy."
[And that was your dancing around my direct question.]

- Ironically damages to the property had not occurred into after you confirmed via documentation that I had the funds to follow through and purchase the property and had already had my intentions set on purchasing the property. Somehow you provided a new 65k estimate before I had even received the sellers inspection report yet verbally stated my city inspection was the reason for the change.

I understand the general contractor is in the business to make a profit and it has not been my intention to take profit from you. My intentions have been to work with you all along so that we conduct good business. But I can not accept a loss due to your work practices.

My concern is that you are fully aware of **"unjust enrichment"**, a term you used when sharing the story of the dumpster company owner increasing charges for mattresses with documented proof so you called him out on it. So if you are aware of it, then it's likely that are fully aware of how your actions appear to me. You claimed that the owner corrected his wrong so what's difficult for you to conduct your business in a way that you'd expect others to?

I understand that for profit reasons GCs must become knowledgeable of all the details/scope, unforeseens and codes for the project to avoid profit reductions.

I understand that they utilize a regular crew in order to keep their cost low and to increase their profits

You can not piece together your own packaged pricing when there are industry standards and when those prices inflate the cost even beyond the overstated estimate.

You can not complete out of scope work that has not been estimated nor approved for and while the initial work has not been completed.

I took your initial scope of work less the bid item HVAC and including copper wiring in all rooms, new plumbings and arrived at around \$35,000.

Trying to rectify this has taken a considerable amount of time out of my life and all that was requested was an itemized estimate to gain full clarity on the labor and materials needed for the project. You have attempted everything but provide exactly what I requested, an estimate. And then you get on the phone and try to convince me to say anything to insinuate that I do not need an estimate. This oversight began before I inherited the accepted purchase bid on the property for my brother which I did not conduct my own investigation on your estimate or who I was doing business with.

- Again, provide a detailed itemized estimate for all **necessary work, material, labor, dimensions, SF of damage, LF of damage, exact rooms and their locations,**
- **Provide all warranties**
- **Provide all reports that justify non-scope work completed**

- ***Provide a detailed list of what was on final estimate that has yet to be completed with an explanation as to why. Claiming wiring permits/inspections does not encompass all completed work. Explain why operations could not be worked around showing photos to confirm.***

I appreciate your attention to the matters detailed above and anticipate a prompt and comprehensive response. To facilitate a timely resolution, I kindly request that you provide a detailed reply addressing each point raised by 5/17/2025. Should I not receive a satisfactory response by this date, I will consider all available options, including engaging relevant licensing boards, consumer protection agencies, or pursuing legal remedies.

Please confirm receipt of this correspondence and indicate your intended course of action at your earliest convenience.

Sincerely,
David Watkins
Owner of Omni-El Industries
5/15/2025