



Engineering and Inspections

622 City Park Avenue
New Orleans, LA 70119

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- Home and Commercial Building Inspections
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- Thermal Imaging
- Engineering Services
- Construction Management

August 24, 2016

10-2324.03

Mr. Tony Pelicano
Via email to apelicano@cox.net

PAID RECEIPT

For the consultation with respect to construction deficiencies at:
718 N. Turnbull Street
Metairie, Louisiana

Michael K. A. Gurtler - meeting in office/review expert reports/prepare report draft
2.50 hours @ \$300.00/hour \$ 750.00

Friedrich W. L. Gurtler, P.E. - meeting in office/report review
2.00 hours @ \$325.00/hour 650.00

Consultation Fee \$ 1,400.00

Less down payment (Pelicano Check No. 2168) \$ -800.00

Amount Paid (Via Credit Card 08/25/16) \$ 600.00



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Mr. Tony Pelicano
Via email to apelicano@cox.net

Subject: 718 N. Turnbull Street
Metairie, Louisiana

Dear Mr. Pelicano:

At your request, we have reviewed reports that were prepared by experts engaged for the opposing side in your litigation with respect to the subject property. The reports that we reviewed are as follows:

- Ashton Avegno Professional Engineer Report dated August 2, 2016
- Titan Construction LLC Report dated August 3, 2016

We had previously conducted inspections of this property on October 22, 2010 and on September 21, 2011. We also had inspected this property on June 17, 2014, for a prospective purchaser. We performed a re-inspection of the subject property on August 15, 2016, specifically to evaluate the present condition of the property. We made the following observations.

This report is the expressed opinion of this company only and is not intended to bind any party to make any repairs or replacements. This report includes only the visible elements and conditions and does not purport to cover inaccessible areas or hidden damages. The directional designations in this report refer to the property as you are facing it, with your back to N. Turnbull Street.

1. General Description and Background Information

The subject property is a raised one story single-family residence that was constructed for L&T Development under the Small Rental Property Program administered by the State of Louisiana. Construction plans for this property were prepared by James D. Dodds Architect and this property was built by Woodrow Wilson Construction Company, Inc.

2. On-Site Observations

During our re-inspection of the visible components and systems of this building, we noted the following specific conditions:



This is a view of the front of the property.



This is a view of discoloration and moisture effects noted at the front stair treads. In our opinion, this discoloration is premature and indicates that these treads were not sealed properly.



This is a view of the living room windows.



Since we are not licensed pest control operators, we cannot address the presence of wood destroying organisms or identify damages caused by them. Mr. Avegno's report indicates termite damage and infestation on the front wall of the living room. This is a view of the termite damage noted in Mr. Avegno's report. Damages to some degree to the underlying wall framing can be expected. However, the extent of these damages cannot be ascertained without removing the wall coverings.



The evidence of apparent termite damage extends to the outside of the front wall of the house.



This is another view of the apparent termite damage on the outside of the front wall.



This is additional apparent termite damage at the front door threshold.



Note that there are separations between the window frames and the gypsum wallboard inside the window casings. Such separations are typically an indication of moisture inside the wall cavity.



This is another view of the separations between the window frames and the casings.



This is a view of additional separations between the window frames and the casings.



Note that the windows are not flush with the exterior trim, which is a condition that will allow moisture intrusion into the wall cavity. This installation is not consistent with Detail 3 on Sheet DT3 of the Dodds plans. This condition indicates that either the windows were not installed properly or that the jambs were not sized for the thickness of the walls.



This is a close-up view of the condition shown in the photograph above.



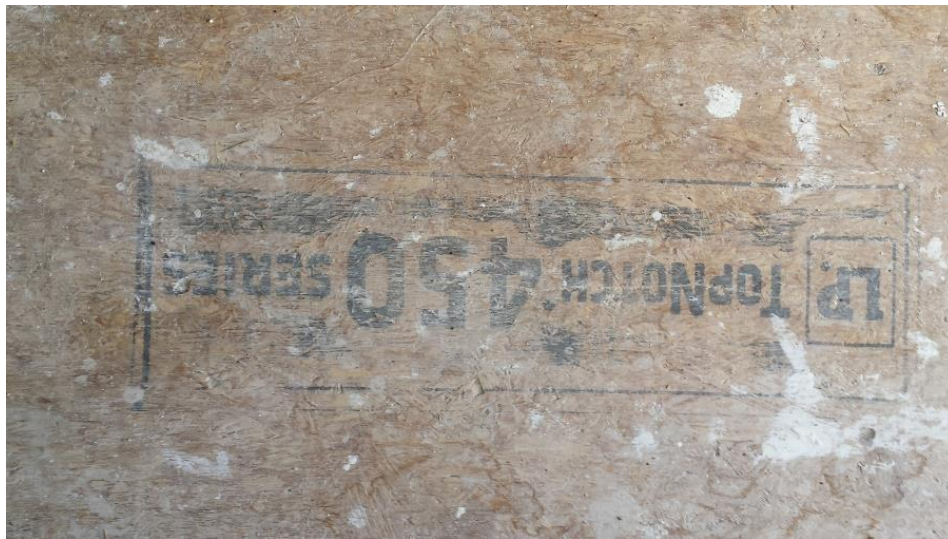
This is a view of the rear of the hallway at the rear door frame.



Note the water damage that is the result of leakage of the door and frame.



This view shows that both sides of the frame leak and have considerable moisture damages.



The wood subflooring is TopNotch subflooring manufactured by Louisiana Pacific Corporation, series 450. Detail 1 on Page DT1 of the Dodds plans calls for $\frac{3}{4}$ " T&G (tongue-and-groove) plywood subflooring. On page 2 of 4 of the installation instructions for TopNotch, the manufacturer states that, in high moisture environments, (a.) panels must be installed with APA trademark stamp facing down and (b.) provide adequate ventilation and use ground cover vapor retarder in crawl spaces. This photograph indicates that this product was installed upside down. The Dodds plans do not call for a ground cover vapor retarder, which indicates that the architect did not contemplate the use of this subflooring. However, once the contractor elected to substitute this material for the specified tongue-and-groove plywood, he obligated himself to install a ground cover vapor retarder to comply with the manufacturer's installation requirements.



It is our understanding that there has been some discussion between the parties involved in this litigation regarding whether or not the roof has leaked. In our opinion, this photograph shows that the water heater vent penetration leaks, as evidenced by the rusting and damages visible at the top of the water heater.



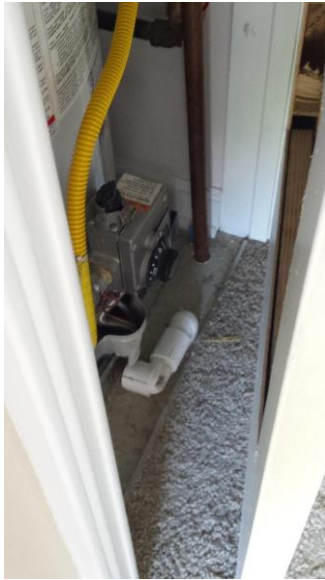
This is a close-up view of the rust damages to the top of the water heater.



This is a view of the top of the gas range. The rusting and debris on the top of this range indicates that the kitchen exhaust vent pipe penetration also is leaking.



This is a close-up view of the rusting noted on the top of the range, and water has accumulated at least $\frac{1}{4}$ " deep in this burner element. In our opinion, these conditions confirm leakage from the exhaust fan vent penetration.



The floor plan shown on Sheet 3 of the Dodds plan calls for the water heater to be installed above the dryer on a shelf that is specified in Detail 6 on Sheet DT3 of the plans. The water heater was relocated to a closet off of the rear hallway. Note that there was so little clearance between the closet door and the water heater that the contractor cut out part of the hollow core door so that the closet door could be closed. It is our understanding that there has been some discussion regarding whether that this house could have been rented. In our opinion, the proximity of the water heater pilot mechanism to this door is an extremely unsafe condition, and we do not recommend occupancy of this unit until this condition is repaired.



Similarly, the International Residential Code requires a 1-inch clearance between the edge of this water heater vent pipe and the flammable roof decking. The inadequate clearance shown in this photograph is a potential a fire hazard.



Sheet E-01 of the Dodds plans locates the electrical panel on the outside of the house. The Titan report does not acknowledge that the panel location was changed by the contractor and that this inaccessible junction box in the left front of the attic does not meet current code. The Titan report also does not reflect the costs associated with eliminating this inaccessible junction box.



The roof was framed with 2x6 rafters at 24 inches on center. This is a view of some of the knee bracing employed at the roof. Note that the purlins are 2x4 dimensional lumber. The International Residential Code indicates that purlins shall be sized no less than the required size of the rafters that they support.



This section of knee wall has a 2x6 purlin.



Here the purlins are not braced where they are spliced and are separating at this splice.



This end of the 2x4 brace is not supported and is deflecting visibly.

3. Review of the Expert Reports

Mr. Avegno's report states:

During my visit to the property I found no items of structural significance. In general the property appeared to be in sound structural condition. The only item I felt that could become a structural issue was the termite damage and infestation on the front wall of the home in the living room. There has been discussion and claims that the house needs to either be levelled or

The Avegno report also states:

1. Page 4 contains photographs taken beneath the home and states "The plans on page DT2 in three different places call of the wood sills above the piers to be made of P.T. 2X10s (pressure treated). This treatment is important in discouraging termite infestation and rot at the main structural supports of the house." The copies of the construction drawings I have seen are confusing and contradictory as to what a sill is and what is to be treated. DT2 only refers to a treated sill in one location (not 3). This reference is to a typical interior beam to which the floor joists are connected. It does note the same member as both "(2) 2x10's sill beam" and "3x12 treated wood sill". Drawing DT2 appears to be a standard detail sheet that is used generically on typical projects. Sheet S-1 is specific to this project and has a specific section (Section B) cut and shown that calls the item in question a "beam" and does not call for it to be treated. It refers to the 2x8 set between the top of the pier and the bottom of the beam as a "sill" and calls for it to be treated. In the actual construction this element is treated. It is also my understanding that the contractor treated the joists and beams in place after they were installed.

We respectfully disagree with Mr. Avegno's assertion that the construction plans are somewhat confusing and contradictory. There are separate references to "P.T. 2x10s wood sill" on Sheet DT2 on Detail 1 (the Interior Pier Plan), Detail 2 (the Perimeter Pier Plan), and Detail 3 (the Corner Pier Pan.) Detail 4 (the Interior Footing Section) on Sheet DT2 refers to a "3x12 Treated Wood Sill", and we agree that there is a discrepancy between Detail 4 and Detail 1 insofar as to the size of the sill. However, in all instances the details on Sheet DT2 refer to pressure-treated wood, and we are of the opinion that the multiple references to pressure-treated wood conveys the intent of the design.

Further, it is our opinion that the contractor has an obligation to contact the Professional of Record if they determine that there is a discrepancy on the plans. We have been provided no information to indicate that the contractor did so.

The house has a significant termite infestation, which is abnormal for a properly constructed house of this age. The probability of infestation would have been lessened had pressure-treated wood been installed, and it is our opinion that pressure-treated wood was called for in the construction plans. If the sills and floor joists were treated by the contractor, it is clear that this was an ineffective treatment based on the extent of the apparent infestation.

The Avegno report also states:

2. Page 13 has a photograph of the driveway apron and states it "was poured not in compliance with plans and code requirements. The extension piece was added

The important point in this paragraph is that the contractor did not follow the plans. What Mr. Avegno says is acceptable or code compliant is irrelevant. The contractor is obligated to install the reinforcing steel because it is called for in the plans.

The Avegno report further states with respect to the report that we issued to a prospective purchaser on June 30, 2014:

Gurtler 6/30/2014:

1. Under the heading "Structural" on page 2 Mr. Gurtler states "We could not determine if the foundation is pile supported. In general, piles are not necessary in this particular area...". The foundation drawings show piling and it is my understanding that piles were installed. Section 8 of the Jefferson Parish Code of Ordinances "Buildings and Building Regulations" contains the criteria for where pile foundations are required and this location would require piling.
2. The last paragraph of the "Structural" section discusses moisture under the house and states that excessive moisture will "cause additional foundation settlements...". This is not true for a pile-supported foundation such as this one.
3. As stated above I do not believe Mr. Gurtler is qualified to express opinions on structural matters.

Clearly Mr. Avegno does not acknowledge that this report was prepared as a home inspection for a potential home buyer and is limited to conditions that are visible at the time of the inspection.

The Titan Construction report states:

DISCUSSION and OBSERVATIONS:

The following is the estimated cost to repair deficiencies noted in Mr. Avegno's and Mr. Scairono's reports. We will itemize the deficiency, along with a proposed scope of repair, and the cost associated with performing the repair work.

The Titan report does not address any of the issues outlined in our reports unless they are referenced in the Avegno report. In our opinion, Titan's scope of work is incorrect and therefore it is our opinion that this report is without merit.

One of the few items that Titan does address is the installation of the water heater. However, the Titan report ignores the manufacturer's installation instructions for clearance between the water heater and flammable materials and building code requirements for clearance between the exhaust vent piping and flammable materials.

4. Other Observations

When comparing the as built plans with the original drawings, it should be noted there are no as built drawings of the floor framing system.

5. Conclusions and Summary

The Avegno report indicates that it addresses only what is considered to be "structural" issues. This report does reference that the visible apparent termite damages on the front wall of the living room and indicates that these damages "could become a structural issue." However, neither the Avegno report nor the Titan report refer to the clearly visible moisture damages at the rear door frame, the potential for damages to the underlying framing or the potential effects of the apparent mold growth at this door frame and improper construction of the rear stair rails supports.

As we also have noted in our reports, there are numerous elements of this property that were not built in accordance with the construction plans and that, in our opinion, have resulted in numerous other issues with respect to this property that properly are not classified as "structural" issues. These items include (a.) the apparently improperly installed windows and the potential for moisture intrusion into the wall cavities; (b.) the inaccessible electrical junction box in the left front of the attic; (c.) the safety concerns associated with the clearances at the water heater and the vent pipe; and (d.) the leakage from the water heater vent pipe and the kitchen exhaust vent pipe.

Our opinions are based upon our site inspection and the review of the materials that have been provided to us. We reserve the right to amend our report as additional information becomes available to us.

Yours very truly,

GURTLER BROS. CONSULTANTS, INC.



Michael K. A. Gurtler

President

Louisiana State Contractors License #30228



Friedrich W. L. Gurtler, P. E.

Vice-President

Louisiana Professional Engineer License #25374