

DAMMON ENGINEERING, INC.

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CONSULTING

DESIGN

STUDIES

EXPERT WITNESS

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HOME INSPECTION

Date: March 28, 2007

April 23, 2007 (Corrected copy)

For: Mr. James Hart
Property: 160 West Pearl
Slidell, LA 70461

Type: Residential

RE: Contractor Fraud

Structure: Wood frame on concrete foundation/brick and vinyl siding/composition roof

History:

Mr. Hart contacted Dammon Engineering to perform physical and electrical inspections of his home. The purpose of the inspections was to verify which unfinished work the contractor, Darcy Boatman Builders agreed to perform.

The initial purpose of hiring a contractor was to repair damage by Hurricane Katrina. The contract was later expanded to include repairs to sections of the home damaged by an electrical fire that originated in an upstairs bedroom, but was unrelated to the hurricane.

Mr. Hart has retained attorney Bob Brandt to assist in resolving this dispute. Fireman's Fund insurance company has paid this claim and Mr. Hart is satisfied he received a reasonable settlement.

Findings:

The following list, by room, indicates work and/or material that remain to be done to complete the restoration of this home.

Upstairs:

Right bedroom:

New hardware missing from entrance door, two closet doors and door into the bathroom.
Two closet doors should be changed to louvered bi-fold doors.

Texture and paint back room wall.

Replace window on right wall.

Install trim on front window.

Install baseboard molding
Phone jacks (2) need receptacles and faceplates.

Joint bathroom:

Install new hardware on four doors in this area.
Install trim on front window
Complete plumbing and electrical connections to hot water heater in closet.
Complete assembly of overhead light fixture.
Install bath cabinet counter top, sink and plumbing.
Install mirror over sink.
Install light fixture over sink area

Bath:

Install commode.
Wall tile and sheetrock around tub must be removed.
Incorrect tub should be removed.
Install correct tub as requested by Mr. Hart.
Green rock wallboard should be installed and properly sealed on wall around tub area.
Install wall covering as requested by owner.
Install baseboard in areas where missing.
Install hardware on doors (2)
Install trim as needed

Left bedroom:

Install trim on two windows.
Remove two closet doors
Install two bi-fold louvered doors as specified
Install new hardware on two doors
Install phone jack
Install cable jack
Replace hinges missing on three doors (One hinge on each of three doors)

Stairs

Stair rail near first floor level is unstable and should be secured

First floor

Master bedroom:

Remove old windows and replace with new windows
Install window and door trim
Install baseboard molding

This inspection is limited to the apparent visual conditions of the structural components of this building. It does not cover, nor attempts to cover, any components, items, and/or conditions which, by their nature or location, are concealed or are difficult or hazardous to inspect, or which require the moving of furniture, flooring materials, rugs, fixtures, appliances, or any component-part nailed, bolted, or screwed down or shut. No opinions are expressed regarding conditions which could be discovered only by the disassembly of any component parts, special testing, or removal of any concealing objects.

Inspections are made under normal weather conditions, and are not opinions of the conditions of the property and/or structure which may exist under unusual weather conditions, such as, but not limited to floods, heavy rains or snows, high winds, temperature extremes, or any act of God. Specific hazardous wastes, toxic substances, toxic mold, air and water quality, communicable diseases, asbestos, soil, environmental, radon, carbon monoxide, formaldehyde, building code and termite conditions are not included in this report unless otherwise stipulated.

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Install hardware on two doors
Paint walls/ceiling

Master bathroom:

Install new hardware on door to storage room
Install doors on linen closet
Install counter with dual sinks
Install mirror over sinks
GFI circuit on left wall is faulty
GFI circuit on right wall is dead
No GFI located in hot tub area
Receptacle at hot tub is dead
No hot tub on premises (owner stated that there was one there sometime in the past)
Install GFI circuit
Install hot tub
Install plumbing for hot tub
Install wall cover around hot tub as selected by owner
Paint bathroom walls
Install wall cover in shower as selected by owner
Install shower fixtures
Install flooring grout as selected
Install commode
Install overhead light cover
Install baseboard molding
Complete phone jack installation
Remove old window and replace with new window

Foyer:

Install correct trim on exterior door
Remove incorrect front door and replace with new door as selected by Mr. Hart
Install new hardware on closet door
Install baseboard

Powder Room:

Install countertop sink in base
Install plumbing fixtures
Install commode
Install mirror

Study:

Install new hardware on door to study

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Install trim on window
Install trim on doors
Complete receptacles
Install phone jacks
Install cable connections
Repair ceiling fan (missing blades, broken glass)
Install AC ceiling vents (2)
Remove chair rail that is installed up side down and install correctly
Remove old window and replace with new window

Laundry room:

Install new hardware on pantry door
Install new hardware on kitchen entrance door
Remove old window and replace with new window

Kitchen:

Remove and reinstall overhead pot rack/light in correct position aligned with island counter top
Install cabinets correctly. Several cabinets must be removed and reset. Others are to be installed.
Install counter top
Install kitchen sink, plumbing, fixtures and disposal
Install trash compactor
Install electric cook top
Install cook top vent
Install oven
Install microwave
Install window trim
Install refrigerator
Install door trim
Install baseboard molding

Breakfast area:

Remove exterior kitchen entrance door and replace with new door
Remove old windows and replace with new windows
Install wall trim
Install window trim
Install door trim
Install receptacle covers
Install phone jacks
Install cable connections
Install baseboard molding

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Den:

Remove old windows and replace with new windows
Remove old doors and replace with new doors
Install new door hardware

Outside storage room:

Install hot water heater
Install new door hardware

Exterior

Left front dormer:

There is an apparent paint spill on the shingles in front of dormer. Remove old shingles and replace with new shingles. Will require 8-10 shingles.

Replace two receptacles on rear of house
Replace/repair receptacle on bayou shore area

Analysis:

Work throughout the house is in various stages of completion. No one area has been completed. Painting, wallpaper, trim, and/or tile remain to be done throughout the property. Carpet is to be installed in several areas as selected by the owner. The contract specifically lists each of these items in the redcap section by square feet and cost. Mr. Hart stated that the agreement requires that all windows and doors on the first floor be replaced with new doors and windows, and that flooring be installed in the attic. All doors in the home should be inspected for possible damage and replaced as needed.

Conclusion:

When our list of incomplete work prepared by Dammon Engineering is compared with the CONTRACT FOR BUILDERS SERVICES by DARCY BOATMAN BUILDERS it appears that the majority of unfinished work as itemized in this contract is the responsibility of Darcy.

Additional Notes:

Many of the line items listed in the contract remain incomplete or are not started. Although time consuming, it would be wise to compare our itemized list against the contractors list to separate out the actual, and/or partially completed items agreed to.

Sincerely,

Emmett G. (Pete) Dammon, P.E.
Louisiana License No. 8796

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