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BPA INTERNATIONAL

JLC's

Letters

Smart Payment Schedule

To The Editor:

I agree with Brian Sutton's advice about structuring several payments throughout a project ("Getting the Final Payment," 10/99). I do essentially the same thing with one change: Mr. Sutton receives payments at the completion of each phase of a project; I get paid at the start of the following phase of the project. For example, a payment due at the completion of siding could be held up if the shutters are on back order. So I make a payment due at the start of the electrical wiring instead (I'm assuming the wiring will start the same day the siding is completed.) The payment is made at the same time but there is no balking about the shutters not being installed yet. This gives me better cash flow, since it's easier to control when various subs are brought in than it is to control when they will finish.

Ryan Cruzan
Cruzan Construction
Bridgeton, N.J.

Raising a Red Flag

To the Editor:

The article "Getting the Final Payment," by Brian Sutton (10/99) has good ideas on how to lessen the chances of not collecting money at the end of a job. The procedures for documenting excluded items and change orders are excellent.

However, I was surprised at the suggestion that it is a good idea to break down the payment schedule on a $400,000 project into 33 separate payments. I believe the owner will interpret this tactic as a reason to worry about the business history and ethics of the contractor. The owner may ask, "Why are 33 payments necessary? Has the contractor had problems collecting money? Have customers felt it necessary to retain monies because of disputes?" If the project moves along at a normal pace, the owner will be writing checks more than once a week, which is great for cash flow, but will soon be frustrating and cause resentment to the owner.

Also, 10% is still a standard and appropriate final payment. Attempting to leave less than 10% as a final payment might also cause second-guessing and anxiety on the owners' part, and possibly make them more careful (and possibly unreasonable) with the earlier payments.

Our business is based on a fundamental trust between the owner and contractor. If our gut feeling is that we should pass on a project and we don't, then there is no contract or payment schedule that will offer complete protection against non-payment.

John Peck
Pittstown, N.J.

Tool Ripoffs

To the Editor:

In the article "Knock Off the Knockoffs" (*Notebook*, 8/99), the author states that DeWalt prevailed over Pro-Tech Power Tools in a recent lawsuit that prevents Pro-Tech from

selling the color-copied tools in the U.S. Yet recently I counted eight different Pro-Tech tools for sale in a Menard's store in Minnesota. Each lookalike tool was located within a few feet of a premium DeWalt tool. The Pro-Tech tools are clearly inferior to DeWalt's quality. What concerns me is that a "home center" is specifically targeting less knowledgeable homeowners. This seems in clear violation of the terms of the court's decision. Am I missing something here?

Les Cole
via e-mail

Notebook editor Martin Holladay responds: It's true, as JLC *reported, that Black & Decker prevailed in the suit, and a federal judge issued an injunction against Pro-Tech selling its DeWalt knockoffs in the U.S. However, according to Black & Decker attorney John Delponti, that injunction was stayed pending appeal. A ruling on Pro-Tech's appeal is expected within a few months. In the meantime, Pro-Tech is not in violation of any court orders if they continue to sell their tools — although they are at some risk of liability for further damages if the appeal is decided in Black & Decker's favor.*

"Green" Means "Healthy"

To the Editor:

In your article "What Makes a Building Green?" (*Notebook*, 10/99), you quote a researcher as saying that improved indoor air quality "really doesn't fit" into the concept of green building. I beg to differ. A green building should, first and foremost, be healthy for the occupants. After all, the health of the planet isn't the only thing that is in jeopardy — human health is at risk as well.

In recent years, allergies have almost become epidemic, there have been significant increases in asthma, especially among children, productivity decreases have been related to poor indoor air quality, and hypersensitivities have become more common. It is no wonder that the EPA ranks indoor air quality among the top five environmental issues. To say that human health doesn't fit into the concept of green building is ludicrous. By definition, a house is built to protect people from the elements. If it puts them at risk from any environmental problem, then it isn't green.

John Bower
The Healthy House Institute
Bloomington, Ind.

Affordable Design Catalog Seeking Projects

The City Design Center at the University of Illinois, Chicago, is compiling the first Internet-based catalog of best practice in affordable housing. They are seeking examples of functional, innovative affordable housing built in the last 15 years to demonstrate that "design matters" to affordability. The City Design Center invites you to submit your built projects for consideration in the Affordable Housing Design Catalogue.

Projects will be selected by a team of affordable housing experts. Once completed, the catalog will be freely accessible to anyone interested. Deadline for submission is February 15, 2000. For information on how to submit your project, contact the City Design Center, University of Illinois at Chicago, College of Architecture and the Arts, 1301 University Hall, 601 S. Morgan St., Chicago, IL 60607-7112; fax: 312/996 2076; e-mail: cdesignc@uic.edu.

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Harvard Study Deficient

To the Editor:

Thanks for illuminating some of the deficiencies of the Harvard study "Improving America's Housing" (*Notebook*, 9/99).

I wondered how they could generate statistics, like the 53% failure rate for remodelers, that seemed so inconsistent with my experience, plus make the prediction that "big box" installed sales will force consolidation. It's unfortunate that other publications

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pick and publish "sound bite" highlights without question.

Mike Guertin
via e-mail

Proper Bolting Important

To the Editor:

I am writing to express my concern with the structural integrity of the flitch plate detail shown in the article "Flitch Beam Retrofit" (9/99), in particular with the bolting pattern. All floor and roof loads of the existing structure must be transferred by bolt shear to the 3/4x9-inch steel plates. The article does not mention the actual bolt diameter; however, assuming 3/4-inch bolts in 3/4-inch holes, the bolt shear capacity at the 2x10 steel plate interface would be approximately 300 pounds depending on the wood species. With bolts at 2 feet on-center, the load from the existing structure (roof, second floor and wall) would have to be less than 150 pounds per linear foot, which is unlikely. It should also be noted that locating bolts 2 inches down from the top of the 2x10 does not meet the edge distance requirement of the *National Design Specification for Wood Construction*, which is four times the bolt diameter for perpendicular-to-grain loading.

Steve Banik, P.E.
Shrewsbury, Vt.

Author Eric Borden responds: Thank you for your letter. I have discussed the potential problem with the architect who designed the job. He admitted that adequate thought had not been given to the shear on the bolts and that the edge distance was not up to NDS *guidelines. We had made a last-minute change to 3/4-inch bolts but did not change the edge distance at that time.*

This situation underscores the importance of building exactly as the design professional shows in his drawings. The responsibility for the solution falls squarely on his shoulders. If I had changed any part of his design, I would have borne the responsibility. We work together often, and we understand the importance of working as a team and approach all projects the same way. We discussed possible solutions and decided to add additional bolting on 12-inch centers, maintaining correct edge distances—not the easiest thing to do in an existing situation. After approaching the homeowners and explaining the problem, they allowed us to open the ceiling and do what was necessary to prevent a potential hazard down the road.

I am grateful to work with true professionals. Because of this, we were able to fix a potential problem promptly, at minimal cost, and without any bickering between the architect, builder, and homeowner. The owner of the home was impressed with our desire to make the job right and has become our best referral.

On a related note, we've used flitch plates twice since this job, and have switched to engineered lumber instead of sawn lumber; it's stronger and much easier to work with.

Painting Over Knots

To the Editor:

I enjoyed the informative article, "Making Paint Stick to Wood Siding & Trim" (9/99), by Bill Feist. One sentence caught my eye, however, since it seemed to encourage a practice that the Forest Service cautions against in its publication No. 647 (also authored by Mr. Feist). That is the recommendation to apply shellac over knots to control bleed-through. Shellac is not generally considered suitable for exterior use. Since it is not very water-resistant, the use of shellac over knots may lead to early failure of the overlying paint film.

Carl Mezoff, Architect
Stamford, Conn.

Bill Feist responds: You are correct that the Forest Service Publication No. 647 recommends that shellac is not generally considered suitable for exterior use. In my article, I based my comment on the use of shellac over knots on a newer, updated publication, Finishes for Exterior Wood *(Forest Products Society, 1997), which states that "specialty primer paints are available to seal knots for outdoor painting. Some manufacturers recommend a 4-lb.-cut orange shellac for controlling knot bleed. However, for exterior wood, shellac can sometimes cause wrinkling of the top coat and shellac should be used with care." A further warning states that "shellacs and lacquers, which are film-forming finishes, are not recommended for exterior use because they are easily damaged by moisture…However, pigmented knot sealers based on shellac are available for exterior application. These knot sealers must be protected with a finish and should be used on knots only."*

I hope this answers your concern. The reason for mentioning the use of shellac over knots was to let the reader know there is some solution to the problem. However, the solution has some risks. Thank you for your comment.

KEEP 'EM COMING! Letters must be signed and include the writer's address. *The Journal of Light Construction* reserves the right to edit for grammar, length, and clarity. Mail letters to *JLC*, 932 West Main St., Richmond, VT 05477; or e-mail to *jlc@bginet.com.*