

HISTORIC AND DESIGN REVIEW COMMISSION

August 07, 2024

HDRC CASE NO: 2024-001
ADDRESS: 402 CARLETON
LEGAL DESCRIPTION: NCB 3087 BLK 3 LOT 30 & S IRR 62 FT OF 31
ZONING: R-4, H
CITY COUNCIL DIST.: 1
DISTRICT: Monte Vista Historic District
APPLICANT: Liza Jensen/Alpha Home Inc.
OWNER: Liza Jensen/ALPHA HOME INC
TYPE OF WORK: Demolition of a rear accessory structure
APPLICATION RECEIVED: December 07, 2023
60-DAY REVIEW: February 29, 2024 (applicant requested to postpone from February 7 and February 21, 2024); additional information provided for August 7, 2024
CASE MANAGER: Edward Hall

REQUEST:

The applicant is requesting a Certificate of Appropriateness for approval to demolish a two-story, detached rear accessory structure.

APPLICABLE CITATIONS:

UDC Section 35-614. – Demolition

Demolition of a historic landmark constitutes an irreplaceable loss to the quality and character of the City of San Antonio. Accordingly, these procedures provide criteria to prevent unnecessary damage to the quality and character of the city's historic districts and character while, at the same time, balancing these interests against the property rights of landowners.

a) Applicability. The provisions of this section apply to any application for demolition of a historic landmark (including those previously designated as historic exceptional or historic significant) or a historic district.

(3) Property Located in Historic District and Contributing to District Although Not Designated a Landmark. No certificate shall be issued for property located in a historic district and contributing to the district although not designated a landmark unless the applicant demonstrates clear and convincing evidence supporting an unreasonable economic hardship on the applicant if the application for a certificate is disapproved. When an applicant fails to prove unreasonable economic hardship in such cases, the applicant may provide additional information regarding loss of significance as provided in subsection (c)(3) in order to receive a certificate for demolition of the property.

b) Unreasonable Economic Hardship.

(1) Generally. The historic and design review commission shall be guided in its decision by balancing the historic, architectural, cultural and/or archaeological value of the particular landmark or eligible landmark against the special merit of the proposed replacement project. The historic and design review commission shall not consider or be persuaded to find unreasonable economic hardship based on the presentation of circumstances or items that are not unique to the property in question (i.e. the current economic climate).

(2) Burden of Proof. The historic and design review commission shall not consider or be persuaded to find unreasonable economic hardship based on the presentation of circumstances or items that are not unique to the property in question (i.e. the current economic climate). When a claim of unreasonable economic hardship is made, the owner must prove by a preponderance of the evidence that:

- A. The owner cannot make reasonable beneficial use of or realize a reasonable rate of return on a structure or site, regardless of whether that return represents the most profitable return possible, unless the highly significant endangered, historic and cultural landmark, historic and cultural landmarks district or demolition delay designation, as applicable, is removed or the proposed demolition or relocation is allowed;
- B. The structure and property cannot be reasonably adapted for any other feasible use, whether by the current owner or by a purchaser, which would result in a reasonable rate of return; and

- C. The owner has failed to find a purchaser or tenant for the property during the previous two (2) years, despite having made substantial ongoing efforts during that period to do so. The evidence of unreasonable economic hardship introduced by the owner may, where applicable, include proof that the owner's affirmative obligations to maintain the structure or property make it impossible for the owner to realize a reasonable rate of return on the structure or property.

c) Criteria. The public benefits obtained from retaining the cultural resource must be analyzed and duly considered by the historic and design review commission.

As evidence that an unreasonable economic hardship exists, the owner may submit the following information to the historic and design review commission by affidavit:

A. For all structures and property:

- i. The past and current use of the structures and property;
- ii. The name and legal status (e.g., partnership, corporation) of the owners;
- iii. The original purchase price of the structures and property;
- iv. The assessed value of the structures and property according to the two (2) most recent tax assessments;
- v. The amount of real estate taxes on the structures and property for the previous two (2) years;
- vi. The date of purchase or other acquisition of the structures and property;
- vii. Principal balance and interest rate on current mortgage and the annual debt service on the structures and property, if any, for the previous two (2) years;
- viii. All appraisals obtained by the owner or applicant within the previous two (2) years in connection with the owner's purchase, financing or ownership of the structures and property;
- ix. Any listing of the structures and property for sale or rent, price asked and offers received;
- x. Any consideration given by the owner to profitable adaptive uses for the structures and property;
- xi. Any replacement construction plans for proposed improvements on the site;
- xii. Financial proof of the owner's ability to complete any replacement project on the site, which may include but not be limited to a performance bond, a letter of credit, a trust for completion of improvements, or a letter of commitment from a financial institution; and
- xiii. The current fair market value of the structure and property as determined by a qualified appraiser.
- xiv. Any property tax exemptions claimed in the past five (5) years.

B. For income producing structures and property:

- i. Annual gross income from the structure and property for the previous two (2) years;
- ii. Itemized operating and maintenance expenses for the previous two (2) years; and
- iii. Annual cash flow, if any, for the previous two (2) years.

C. In the event that the historic and design review commission determines that any additional information described above is necessary in order to evaluate whether an unreasonable economic hardship exists, the historic and design review commission shall notify the owner. Failure by the owner to submit such information to the historic and design review commission within fifteen (15) days after receipt of such notice, which time may be extended by the historic and design review commission, may be grounds for denial of the owner's claim of unreasonable economic hardship.

When a low-income resident homeowner is unable to meet the requirements set forth in this section, then the historic and design review commission, at its own discretion, may waive some or all of the requested information and/or request substitute information that an indigent resident homeowner may obtain without incurring any costs. If the historic and design review commission cannot make a determination based on information submitted and an appraisal has not been provided, then the historic and design review commission may request that an appraisal be made by the city.

d) Documentation and Strategy.

(1) Applicants that have received a recommendation for a certificate shall document buildings, objects, sites or structures which are intended to be demolished with 35mm slides or prints, preferably in black and white, and supply a set of slides or prints to the historic preservation officer.

(2) Applicants shall also prepare for the historic preservation officer a salvage strategy for reuse of building materials deemed valuable by the historic preservation officer for other preservation and restoration activities.

(3) Applicants that have received an approval of a certificate regarding demolition shall be permitted to receive a demolition permit without additional commission action on demolition, following the commission's recommendation of a certificate for new construction. Permits for demolition and construction shall be issued simultaneously if requirements of section 35-609, new construction, are met, and the property owner provides financial proof of his ability to complete the project.

(4) When the commission recommends approval of a certificate for buildings, objects, sites, structures designated as landmarks, or structures in historic districts, permits shall not be issued until all plans for the site have received approval from all appropriate city boards, commissions, departments and agencies. Permits for parking lots shall not be issued, nor shall an applicant be allowed to operate a parking lot on such property, unless such parking lot plan was approved as a replacement element for the demolished object or structure.

(e) Issuance of Permit. When the commission recommends approval of a certificate regarding demolition of buildings, objects, sites, or structures in historic districts or historic landmarks, permits shall not be issued until all plans for the site have received approval from all appropriate city boards, commissions, departments and agencies. Once the replacement plans are approved a fee shall be assessed for the demolition based on the approved replacement plan square footage. The fee must be paid in full prior to issuance of any permits and shall be deposited into an account as directed by the historic preservation officer for the benefit, rehabilitation or acquisition of local historic resources. Fees shall be as follows and are in addition to any fees charged by planning and development services:

- 0—2,500 square feet = \$2,000.00
- 2,501—10,000 square feet = \$5,000.00
- 10,001—25,000 square feet = \$10,000.00
- 25,001—50,000 square feet = \$20,000.00
- Over 50,000 square feet = \$30,000.00

FINDINGS:

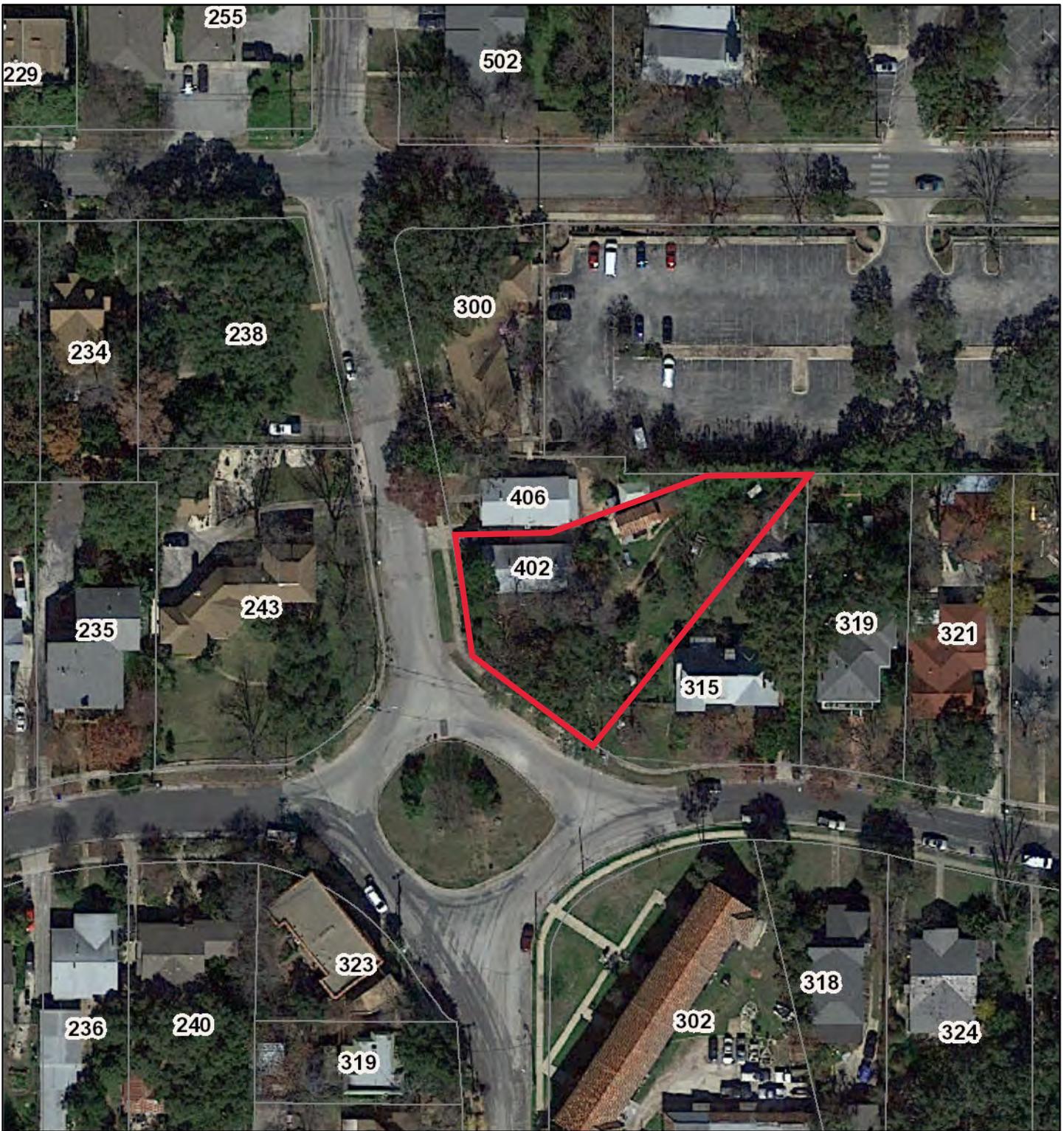
- a. The property at 402 Carleton includes a one-story Craftsman-style residence and rear detached two-story accessory structure built c 1926. The property first appears in city directories in 1926 as 202 Carleton. It first appears on Sanborn Fire Insurance maps in 1931, with the rear accessory structure in the same footprint but only one-story tall. The structure features both 117 and lapped wood siding, a standing seam gable roof, one-over-one windows, a exterior metal staircase, and has two additions. The property, including the rear detached two-story accessory structure, contributes to the Monte Vista Historic District.
- b. DESIGN REVIEW COMMITTEE: On January 10, 2024, the Design Review Committee met with OHP staff and the property owner on site. Notes are included in this case file.
- c. CONTRIBUTING STATUS: As noted in finding a, the detached accessory structure appears to be original to the property; it appears on the 1931 Sanborn Fire Insurance map as a one-story structure, with a footprint consistent with the footprint presently found on site. Staff could not confirm when the second story was added, but materials and style indicate it is of historic age. The structure is contributing to the district, though the two one-story additions are noncontributing to the structure.
- d. UNREASONABLE ECONOMIC HARDSHIP – In accordance with UDC Section 35-614, no certificate shall be issued for demolition of a historic landmark unless the applicant provides sufficient evidence to support a finding by the commission of unreasonable economic hardship on the applicant. In the case of a historic landmark, if an applicant fails to prove unreasonable economic hardship, the applicant may provide to the historic and design review commission additional information regarding loss of significance. In order for unreasonable economic hardship to be met, the owner must provide sufficient evidence for the HDRC to support a finding in favor of demolition. The applicant has submitted analysis by contractors which notes foundation disrepair and a need to perform upgrades to structural, mechanical, plumbing, and electrical elements. The applicant has submitted an estimate for the reconstruction of the structure with various building system being code compliant, and that total exceeds \$350,000.
- e. LOSS OF SIGNIFICANCE – In accordance with UDC Section 35-614(c), demolition may be recommended if the owner has provided sufficient evidence to support a finding that the structure has undergone significant and irreversible changes which have caused it to lose the historic, cultural, architectural or archaeological significance, qualities or features which qualified the structure or property for such designation. The applicant has noted that the structure is not being used due to its current condition. Staff finds the structure has maintained its historic and architectural significance.
- f. SITE IMPACTS – The applicant has provided information noting drainage impacts to two, primary historic structures is a result of water runoff from other properties, which has impacted the current, accessory structure, and which the current accessory structure contributes to by not allowing for mitigating water redirection.
- g. REPLACEMENT PLANS – The applicant has noted that there is no plan to replace the structure. Any future construction at this location would require a COA.
- h. DECONSTRUCTION: Should the HDRC approve demolition of the existing detached accessory structure, it is subject to the City's deconstruction ordinance and must be fully deconstructed by a Certified Deconstruction Contractor (UDC Chapter 12, Article II). In September 2022, San Antonio City Council adopted a deconstruction

ordinance that requires certain projects seeking a demolition permit to be fully deconstructed as opposed to mechanically demolished. Currently, residential structures up to four units and rear accessory structures built on or before 1920 or 1945 are required to be deconstructed, depending on location. On January 1, 2025, the ordinance will automatically expand to include residential structures up to eight units. The year-built threshold will be raised from 1920 to 1945 anywhere within the City limits, and from 1945 to 1960 for properties designated historic or located within a Neighborhood Conservation District. For ordinance details and a list of Certified Deconstruction Contractors, please visit www.sareuse.com/deconstruction.

RECOMMENDATION:

Staff recommends approval based on findings a through h with the stipulation that the structure be deconstructed by a Certified Deconstruction Contractor, as required by the Chapter 12, Article II of the City Code of Ordinances.

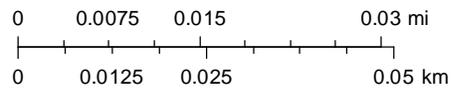
City of San Antonio One Stop



February 26, 2024

1:1,000

- CoSA Addresses
- Community Service Centers
- 🎓 Pre-K Sites
- CoSA Parcels
- BCAD Parcels
- ▭ Recorded Plats
- ▭ Preliminary Plats
- ▭ CoSA City Limit Boundary





CITY OF SAN ANTONIO
**OFFICE OF HISTORIC
PRESERVATION**

Historic and Design Review Commission
Design Review Committee Report

DATE: 10 January 2024, 5 PM

HDRC Case #: 2024-001

Address: 402 Carleton Ct

Meeting Location: on site

APPLICANT: Liza Jensen (Alpha Home)

DRC Members present: Jeff Fetzer, Monica Savino

Staff Present: Jessica Anderson, Edward Hall

Others present: John (Alpha Home)

REQUEST:

The applicant requests a Certificate of Appropriateness for approval to demolish a two-story accessory structure.

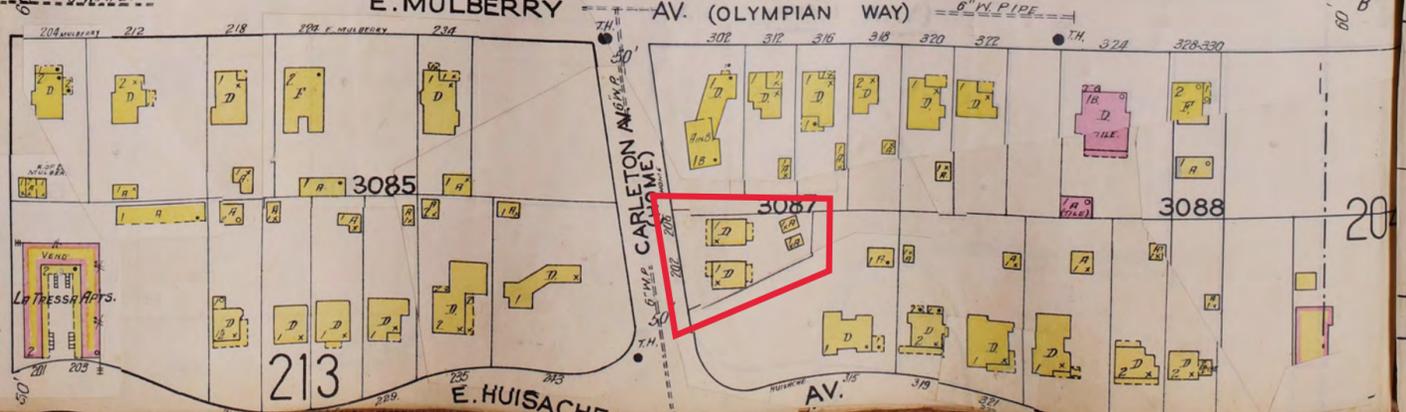
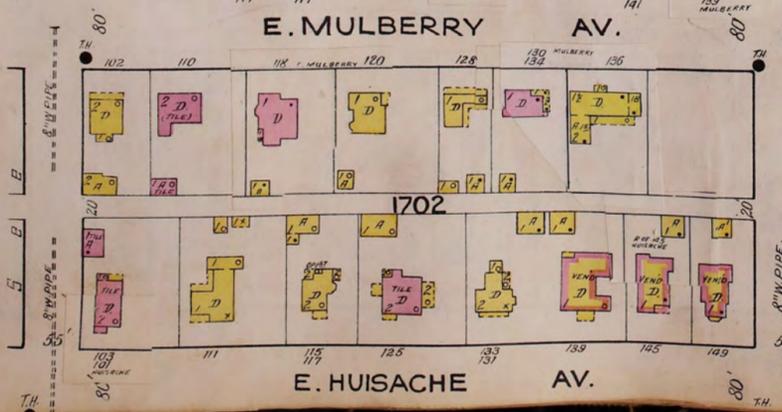
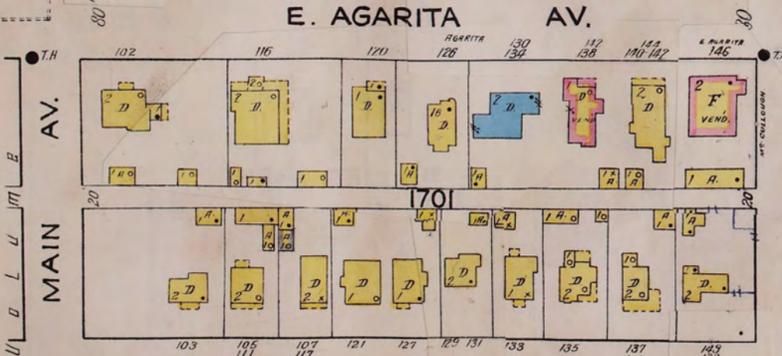
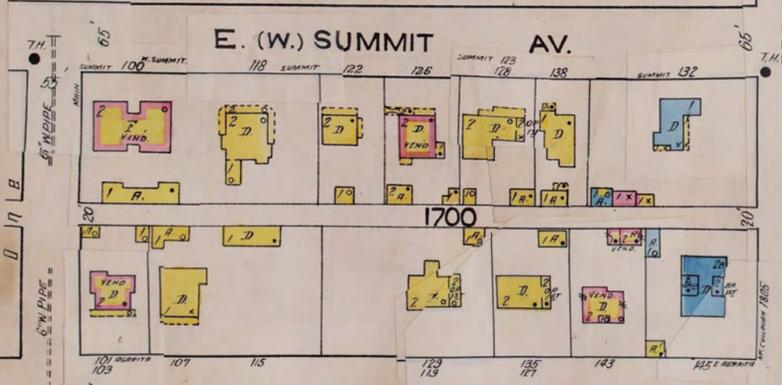
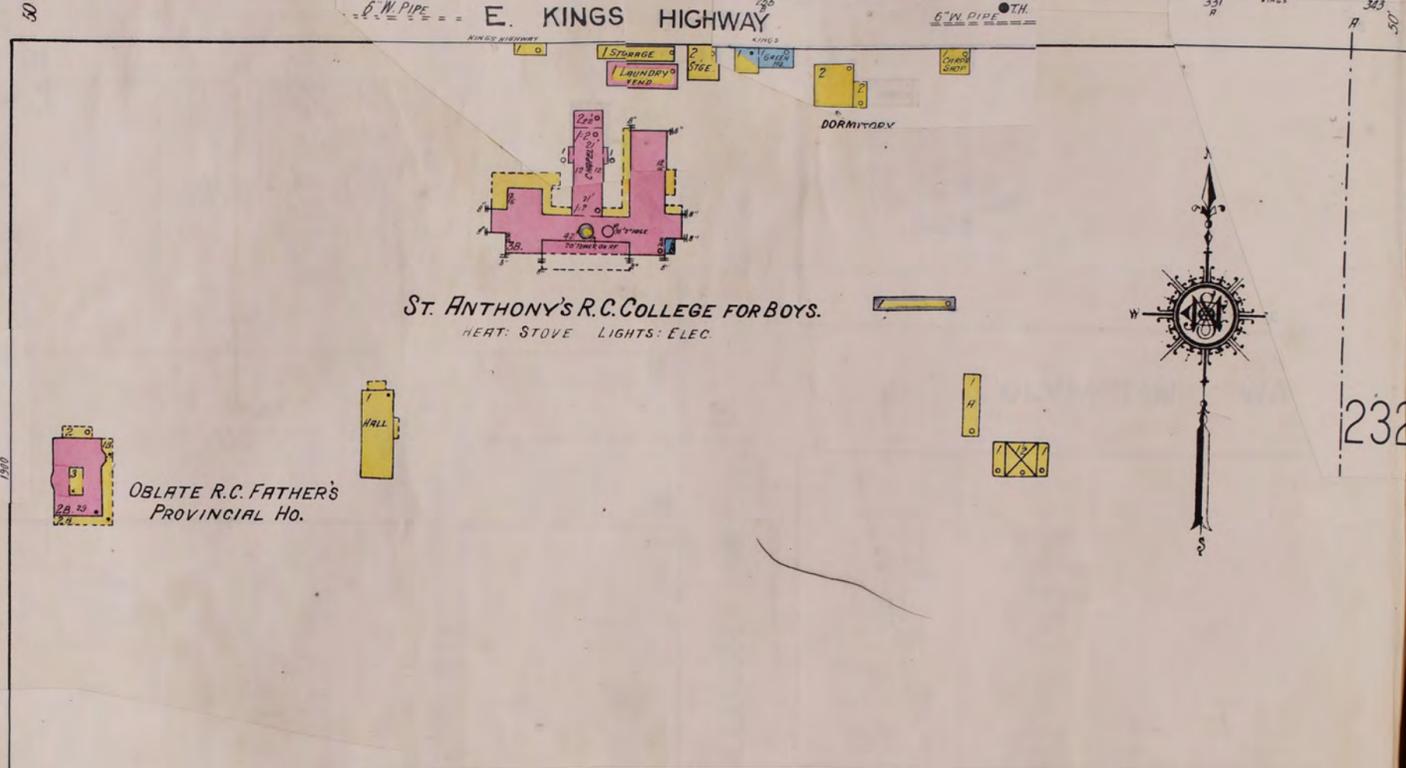
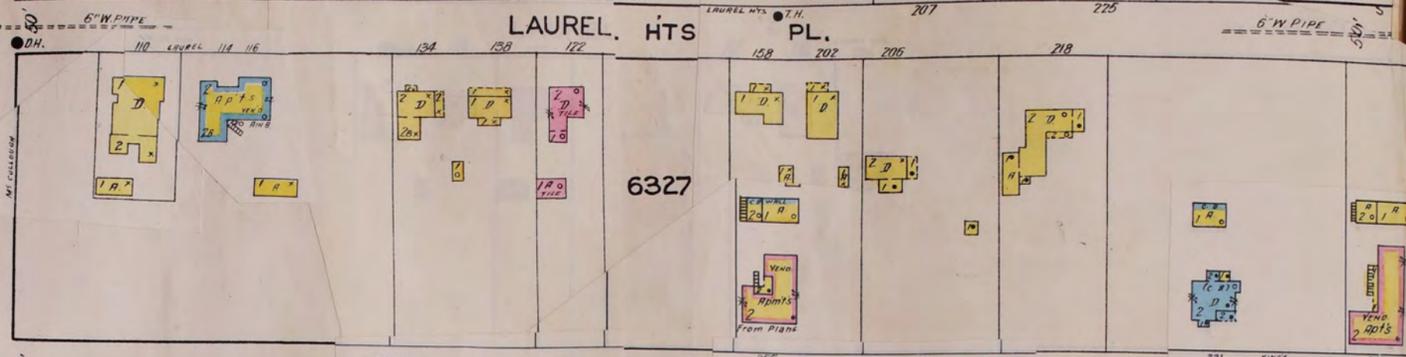
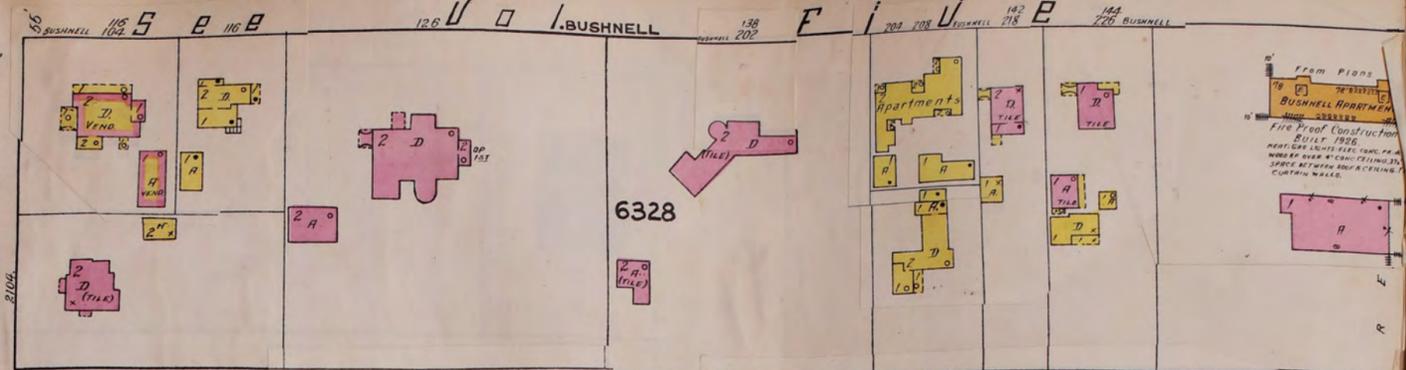
COMMENTS/CONCERNS:

Jensen stated the issue is that the accessory structure is causing water to flow toward the houses below. Pape Dawson recommended demolishing the garage. Staff and commissioners reviewed plans for a retaining wall behind the houses to divert water; the plans showed the wall going around the accessory structure. Jensen explained that demolition is necessary for contractors to access the area where the retaining wall is planned. Fetzer suggested another DRC meeting via Webex with the architect and engineer present to explain their suggestion to demolish the accessory structure and to discuss the project overall. Jensen said she would reach out to see if they were available/willing to do so and then also suggested commissioners send questions for the architect and engineer for Jensen to forward in case they are unable to attend a DRC. Fetzer said he would send questions to staff to forward to the applicant. Jensen requested staff send information about deconstruction contractors. Staff encouraged Jensen to submit any documentation available about costs incurred so far due to water damage, engineer's reports about water diversion and suggested demolition, and any other available documentation that would illustrate/support the request.

OVERALL COMMENTS:

- Commissioners would like more information about why demolition was suggested by the architect/engineer
- Commissioners to send questions to staff, who will forward to Jensen for architect/engineer

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**OHP APPLICATION FOR CERTIFICATE OF APPROPRIATENESS
DEMOLITION OF EXISTING STORAGE OUTBUILDING
ALPHA HOME, INC.
402-406 CARLETON CT.
DECEMBER 2023**



VIEW FROM CARLETON CT: STRUCTURE PROPOSED FOR DEMOLITION AT REAR
(Left: 406 Carleton Ct. / Right: 402 Carleton Ct.)



STRUCTURE PROPOSED FOR DEMOLITION



STRUCTURE PROPOSED FOR DEMOLITION

CARLETON CT.

406



N.C.B. 3087



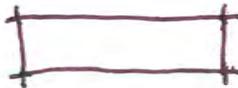
402



0.384 OF AN ACRE

R-376.01
On 10/17/2017
CD#632 02 477W
CD#632
L-05.00'

 DENOTES
DEMOLITION
PROPOSED.

 DENOTES
EXISTING
ALPHA HOME
STRUCTURES



NOTES
1. THIS SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE SURVEYING ACT AND THE RULES AND REGULATIONS OF THE BOARD OF SURVEYING AND MAPPING, TEXAS.
2. THE SURVEY WAS CONDUCTED ON 10/17/2017.
3. THE SURVEY WAS CONDUCTED BY PAPER DAWSON ENGINEERS, INC.

LINE LEGEND
--- PROPERTY LINE
--- EASEMENT

GRID REFERENCES
--- GRID POINT

SYMBOL LEGEND
--- CURB
--- DRIVE
--- FENCE
--- GROUND SURFACE
--- LOT CORNER
--- NEIGHBORING PROPERTY

TREE LEGEND
--- TREE
--- SHRUB

LEGEND
--- BOUNDARY
--- EASEMENT
--- FENCE
--- GROUND SURFACE
--- LOT CORNER
--- NEIGHBORING PROPERTY
--- TREE
--- SHRUB

GENERAL NOTES
1. THIS SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE SURVEYING ACT AND THE RULES AND REGULATIONS OF THE BOARD OF SURVEYING AND MAPPING, TEXAS.
2. THE SURVEY WAS CONDUCTED ON 10/17/2017.
3. THE SURVEY WAS CONDUCTED BY PAPER DAWSON ENGINEERS, INC.

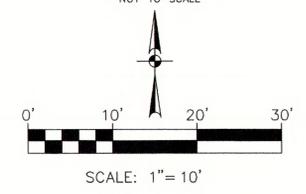
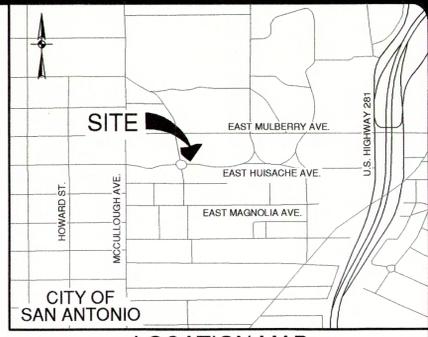
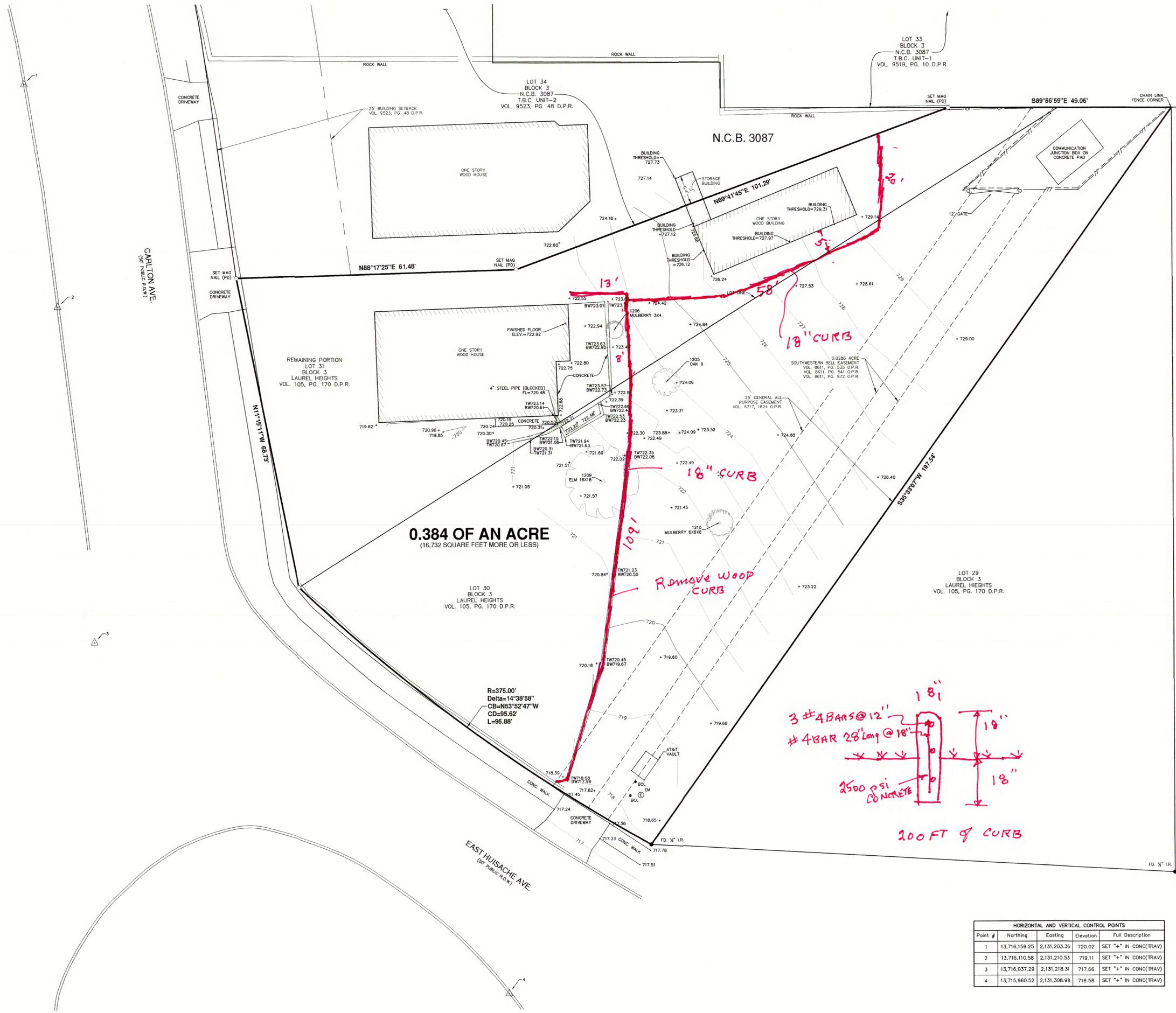
HORIZONTAL AND VERTICAL CONTROL POINTS	
1	1000.0000 1000.0000
2	1000.0000 1000.0000
3	1000.0000 1000.0000
4	1000.0000 1000.0000



BOUNDARY AND PARTIAL TOPOGRAPHIC SURVEY

9124-23
DATE: 10/17/2017
DRAWN BY: PDE
SCALE: AS SHOWN
SHEET: 1 OF 1

PROJECT NAME: ALPHA HOUSE



NOTES:
 1. COORDINATES SHOWN ARE SURFACE VALUES DISPLAYED IN U.S. SURVEY FEET, BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83) EPOCH 2010.00 FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE, WITH A SURFACE ADJUSTMENT FACTOR OF 1.00017 APPLIED.
 2. ELEVATIONS SHOWN ARE BASED ON NAVD88 (GEOID 128).

LINE LEGEND
 --- CHAIN LINK FENCE
 --- WOOD FENCE

DEED/PLAT REFERENCE
 D.P. DEED RECORDS OF BEXAR COUNTY, TEXAS
 D.P.R. DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS
 O.P.R. OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS

SYMBOL LEGEND
 BOLL BOLLARD
 EM ELECTRIC METER
 GATE
 FOUND MONUMENT
 SET 1/2" I.R. (PD) (UNLESS OTHERWISE NOTED)

TREE LEGEND
 ELM 6 6" ELM
 OAK 6 6" OAK
 TREE 6 6" TREE - UNIDENTIFIED SPECIES

LEGEND
 CONC. CONCRETE
 FD. FOUND
 I.R. IRON ROD
 BW700.00 BOTTOM OF WALL
 TW700.00 TOP OF WALL

REFERENCES:
 THIS PLAT WAS PREPARED FROM A FIELD SURVEY WITHOUT THE BENEFIT OF A 'TITLE COMMITMENT' AND SHOWS EASEMENTS AND OTHER MATTERS AFFECTING THIS PROPERTY THAT WERE VISIBLE ON THE GROUND, OR THE SURVEYOR WAS AWARE OF AT THE TIME OF THIS SURVEY AND MAY NOT SHOW ALL EASEMENTS AND OTHER MATTERS AFFECTING THIS PROPERTY.

HORIZONTAL AND VERTICAL CONTROL POINTS				
Point #	Northing	Easting	Elevation	Full Description
1	13,716,159.25	2,131,203.36	720.02	SET "+" IN CONC(TRAV)
2	13,716,110.58	2,131,210.53	719.11	SET "+" IN CONC(TRAV)
3	13,716,037.29	2,131,218.31	717.66	SET "+" IN CONC(TRAV)
4	13,715,960.52	2,131,308.98	716.58	SET "+" IN CONC(TRAV)



NO.	REVISION	DATE
1	ANNOTATED BOUNDARY	8-3-23

PAPE-DAWSON ENGINEERS
 2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9000
 TEXAS ENGINEERING FIRM #TD-1 TEXAS SURVEYING FIRM #T028800

BOUNDARY AND PARTIAL TOPOGRAPHIC SURVEY
 OF A PORTION OF LOT 30 AND LOT 31, BLOCK 3, LAUREL HEIGHTS SUBDIVISION RECORDED IN VOLUME 105, PAGE 170 IN THE DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS, IN NEW CITY BLOCK 3087 OF THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS.

JOB NO.	9124-23
DATE	JULY 2023
CHECKED, D.A.C.	DRAWN DOW
CIVIL JOB NO.	
REFERENCE:	
SHEET	1 OF 1

Date: 7/15/2024

Dear Edward Hall, based on previous similar projects our estimate is the replacement cost with demolition, new utilities, foundation, and rebuilding of structure with electrical, HVAC, plumbing in a similar wood frame, metal roof, wood floor, average interior finish and cabinets will run \$350/sq ft, and the building is 1000 sq ft. Which comes out to \$350,000. Please let us know if you need anything else.

Sincerely,

Jeff Breazeale

616 Delaware St.
San Antonio, Texas 78210
(210) 366-3447 Office
(210) 789-6209 Cell
www.DeanHowellinc.com



Jan 10, 2024 5:09:07 PM
313 East Huisache Avenue
San Antonio
Bexar County
Texas



Jan 10, 2024 5:27:54 PM
406 Carleton Court
San Antonio
Bexar County
Texas

HPO #2023-29790

Property address: 402 Carleton, garage demolition

City Council District 1

Property Owners for 402 Carleton:

Alpha Home is a 47 licensed residential treatment facility for adult women for drug and alcohol. As a 501C3 non-profit, our resources are limited since most of our funds are spend on providing care for individuals who do not have the ability to pay for services.

Situation:

Drainage from several houses above our property has impacted the foundations of the Counselor building located at 402 Carleton Court and the Usatine Wellness Clinic located at 406 Carleton Court. The Counselor building is owned by Alpha Home and the Usatine Wellness Clinic is owned by Trinity Baptist Church and leased to Alpha Home. Both buildings were built c. 1926 and are in the Monte Vista Historic District.

To date, Alpha Home has spent \$98,708. on foundation repair and siding, asbestos/lead survey and abatement, foundation leveling, construction and various other expenses related to the repairs for both houses. We also repaired a 12- inch retaining wall that was providing insufficient water redirection. The erosion has also damaged the driveway behind the house which will need to be leveled and addressed along with the retaining wall.

Background:

Counselor (402 Carleton Ct) Foundation repair included the following:

- Termites in the foundation beams \$ 2,250
- Maverick (flooring/threshold damage repair) 2 payments \$20,162
- Alamo Handyman, LLC (repair skirting/paint \$11,542
- Black tie Plumbing (repair perma-pier foundation) \$ 750
- CAP Asbestos & Environmental \$17,600
- Perma Pier Foundation (2 payments) \$13,500
- Perma Pier Engineering report \$ 4, 956
- Rat Pack storage to evacuate building \$ 1,143
- Perma Pier sewer drain & hydrostatic test \$ 150
- MH Contracting, retaining wall

Wellness Clinic (406 Carleton Ct) Foundation repair including the following:

- Paint masters (entire house painted to match skirting) \$10,835
- PSI asbestos & lead paint survey \$1,550
- CAP skirt sliding tile, rotten wood \$9,120.
- Pier & Beam leveling foundation \$ 4,965
- City Permit \$ 185

In April 2023, Alpha Home formed a committee to look at renovating the garage building. The garage property located at behind a house on 402 Carleton Court, is a 2-story building that is not being utilized to its fullest potential due to safety hazards. The property has a small garden shed, an unusable garage and a small storage area. The second floor is a small efficiency apartment. The current building has roof leaks, an unsecure stairway structure and structural damage that makes the majority of the building unsafe. The garage does not provide Alpha Home with any measurable rate of return.

The primary reason that demolition was considered was that the Counselor House (402 Carleton Ct.) was already showing foundation erosion despite the expensive repair work that was completed in 2021.

Bids for Garage Demo:

Sabinal Group proposal attachment #5	\$23,137
River City Environmental attachment #6	\$ 9,500
MH Contracting, LLC attachment #7	\$17,250

Landscaping Proposals

Pounds Enterprises, Inc. (excavating swell/using leftover dirt to create berm) #8	\$ 2,600
TK Construction (SOW grading/swale/retaining wall. Trash pickup/materials) #9	\$ 7,560
Art Cal Contractor (SOW excavation of site 1'-3' swell, flood issue corrected, level) #10	\$29,000
MH Contracting (SOW repair retaining wall by Counselor/build new retaining wall) #11	\$28,100

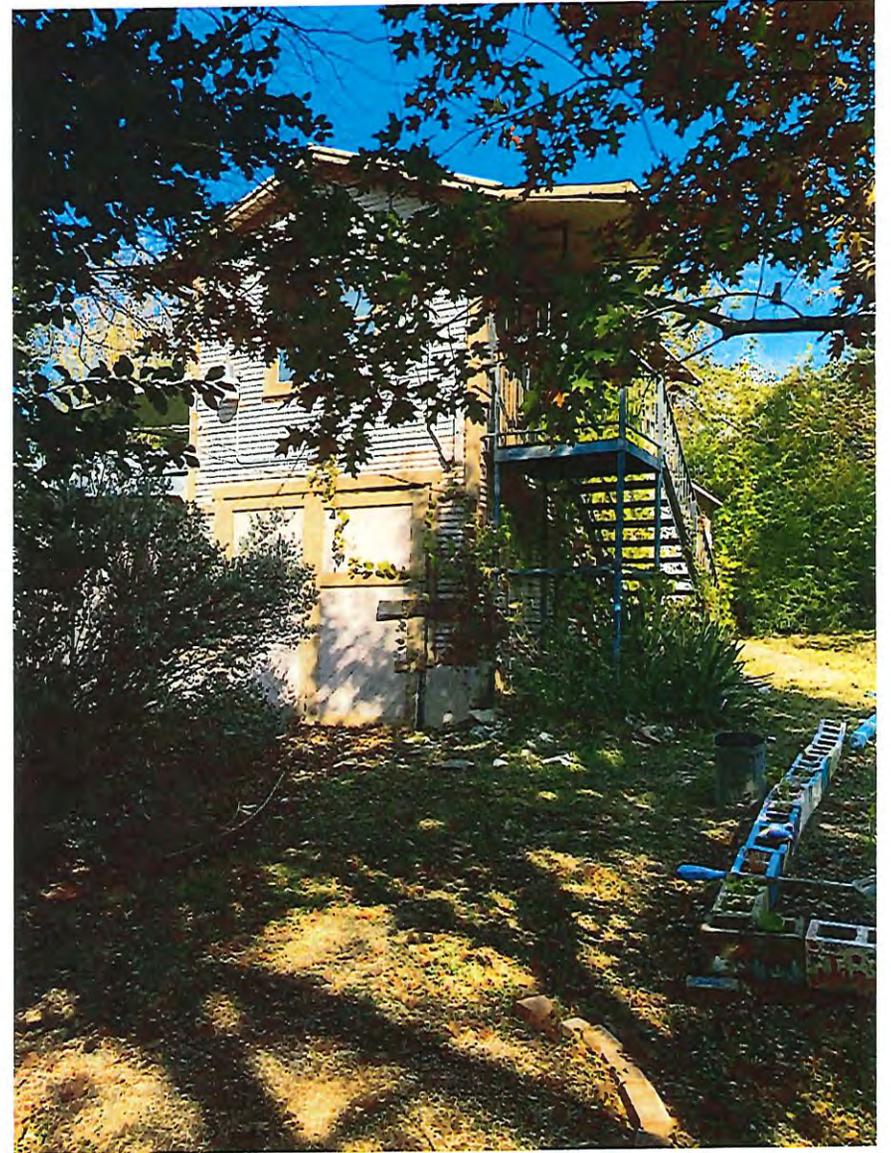
Similar feedback from the majority of the bids for landscaping was that garage property was forcing the runoff directly into the foundations of the two homes. Gene Dawson, Pape-Dawson Engineering, and Paul Klein, architect, made recommendations based on their assessment of the erosion topography map that the erosion issue needed to be addressed a priority. Pape-Dawson Engineering provided the topography survey with recommendations on where to build the retaining walls. Paul Klein, architect, started the conversation with Ryan Reed from Monti Vista Historical Preservation Society via a series of emails and text (**attachment 12**). After looking at the cost to complete a renovation of the garage and the significant cost of the landscape concerns it was determined that the renovation was cost prohibited. Email and pictures were also sent to John Langan (**attachment 13**). Furthermore, the garage was the primary cause of the runoff into the two other historic properties.

Paul Klein reached out to Ryan Reed to provide him with our project. Mr. Reed concurred with our plan and agreed to work with OHP representatives. OHP application submitted with photographs and site survey submitted on 12/7/2023. Garage activities & expenses paid year to date include the following costs:

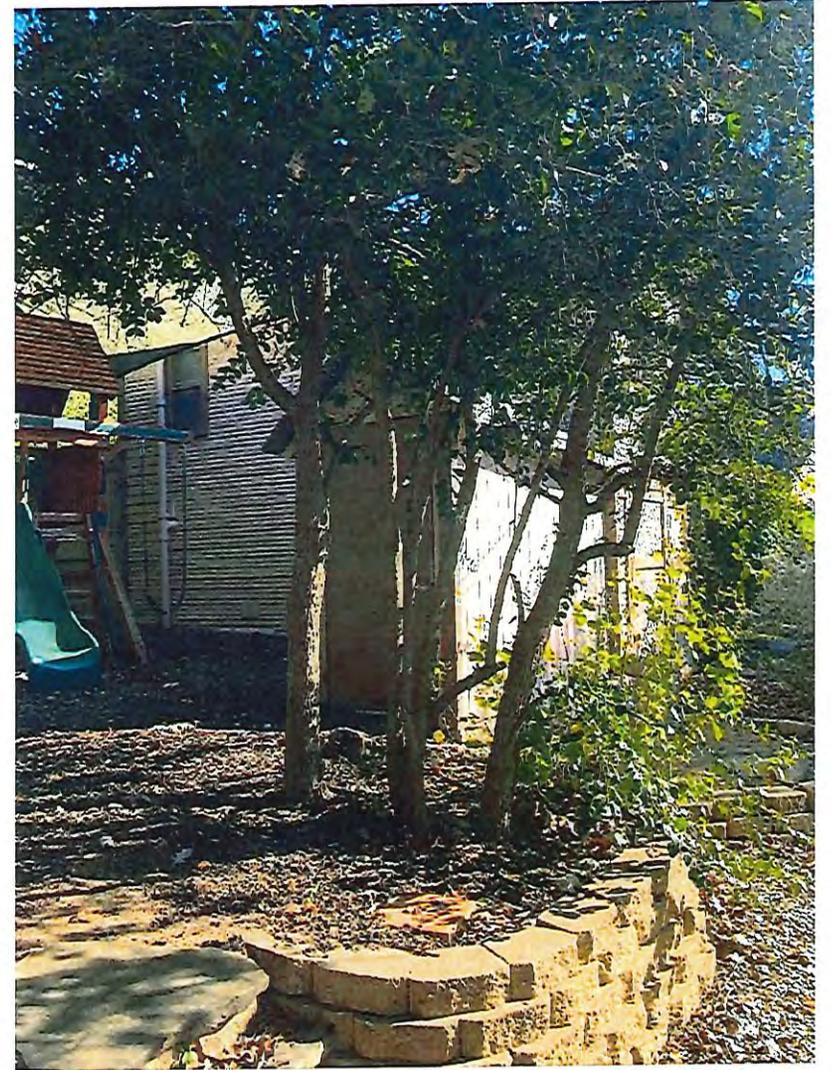
Garage removal of contents #14	\$ 5,500
MH Contracting (Retaining wall initial draw) #15	\$ 8,000
MH Contracting (Retaining wall repair existing wall) #15	\$ 4,000
MH Contracting (change order steps, half project) #15	\$ 7,200
Opiel Mechanical (disconnect utilities gas/water/electricity) #16	\$ 115
Goprosolutions (remove breaker, wire, side pipe, garage panel) #17	\$ 250
PSI (asbestos/lead-based paint survey/inspection) #18	\$ 1,800

As of January 31, 2024, Alpha Home has spent over **\$98,708** in foundation/flooding repairs to include skirting, repainting and asbestos/lead paint survey and abatement for 402 & 406 Carleton. Since the beginning of this project, Alpha Home has spent a total of **\$126,273**. for the garage project (**attachment #19**).

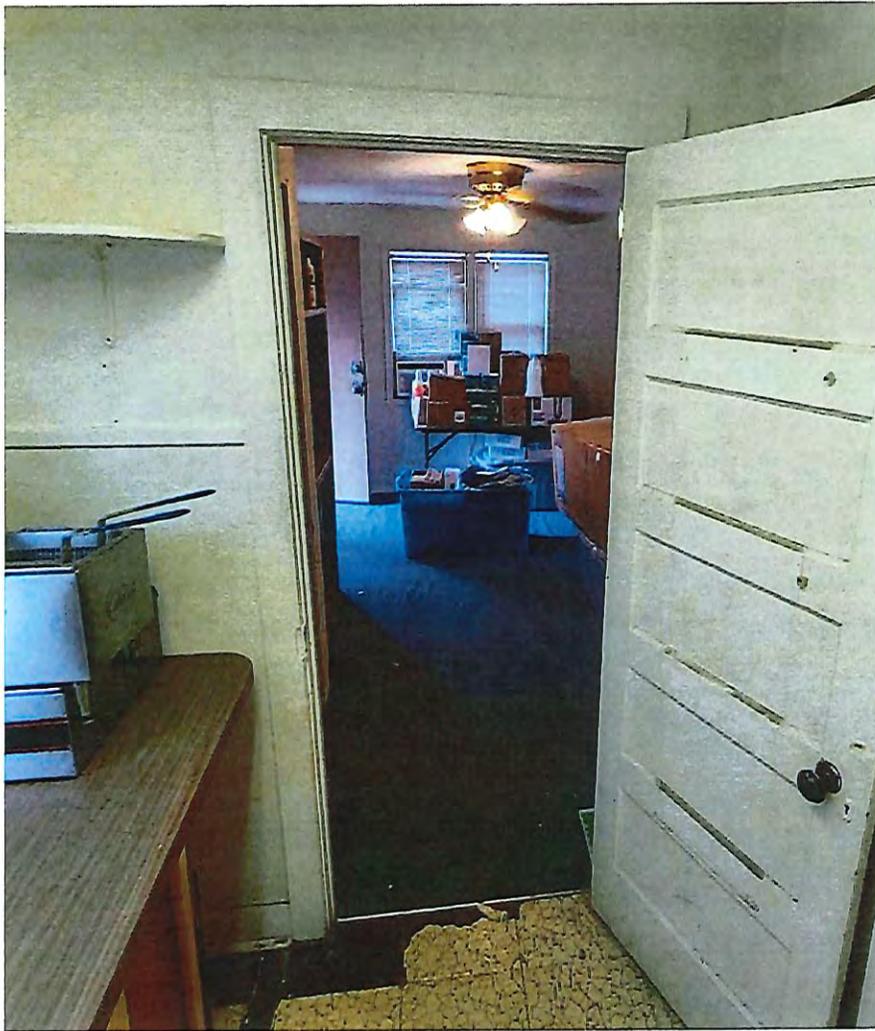
We are requesting permission to eliminate the garage so that we save two historic houses which are impacted by the runoff. The erosion created by the drainage from the 6 homes above us is untenable and places a significant burden on our non-profit (**topography attachment #20**). We are also requesting a financial hardship exemption.



Foley's Front Side



Foley's Right and Left Sides



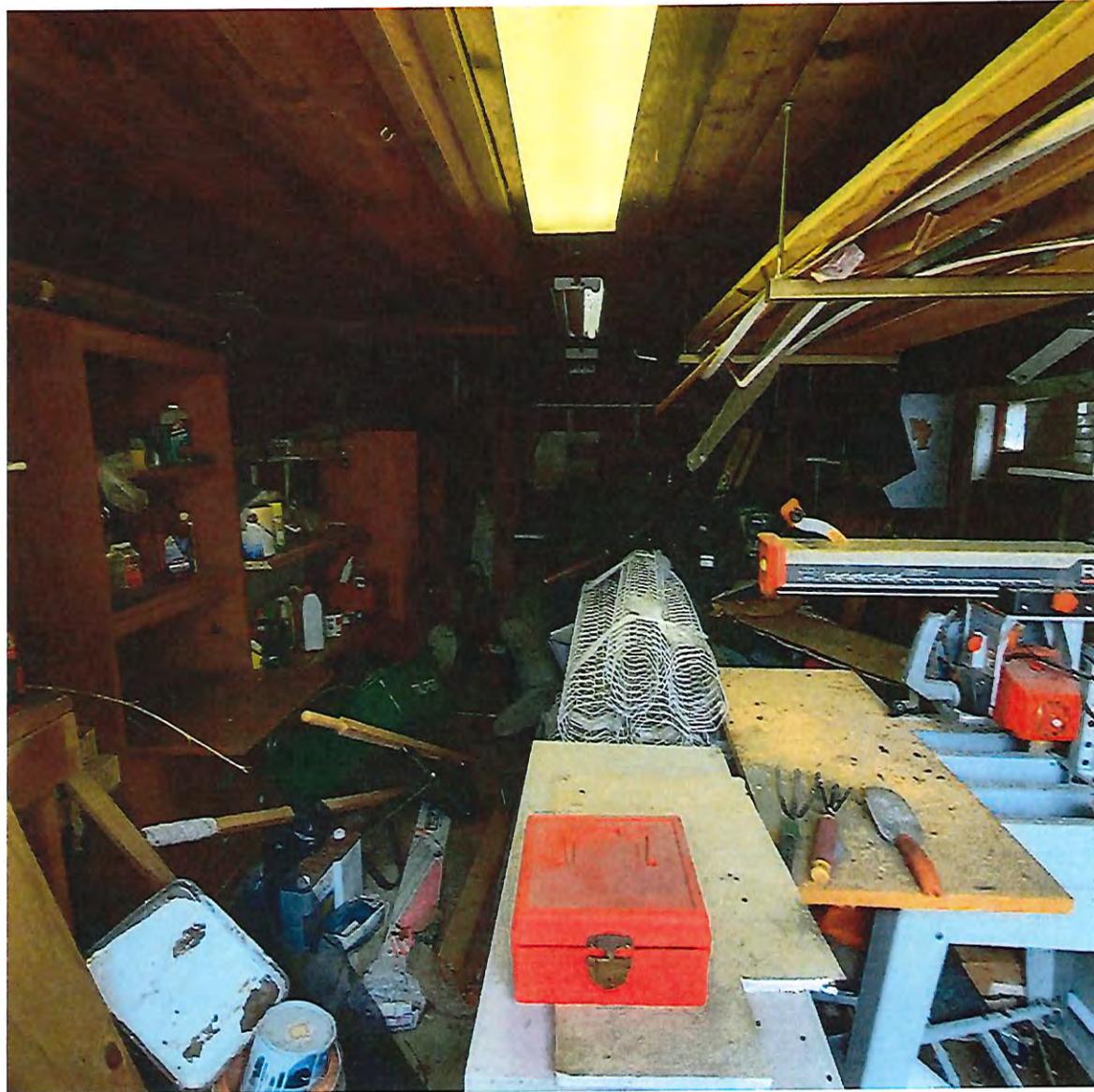
Foley's Inside Room #1 – Upper Floor



Foley's Inside Room #2 – Upper Floor



Foley's Food Storage – Ground Floor

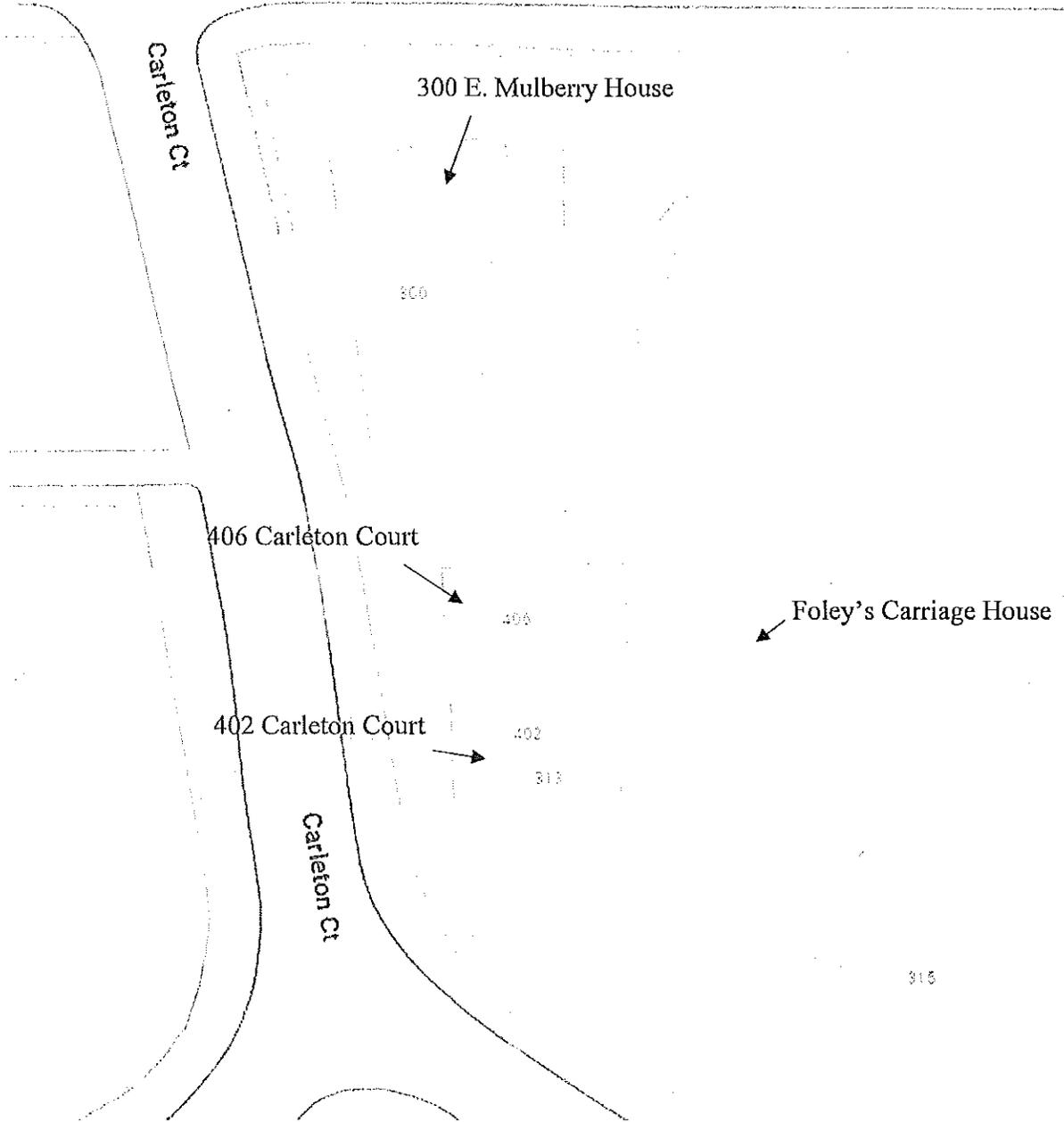


Foley's Garage Storage – Ground Floor

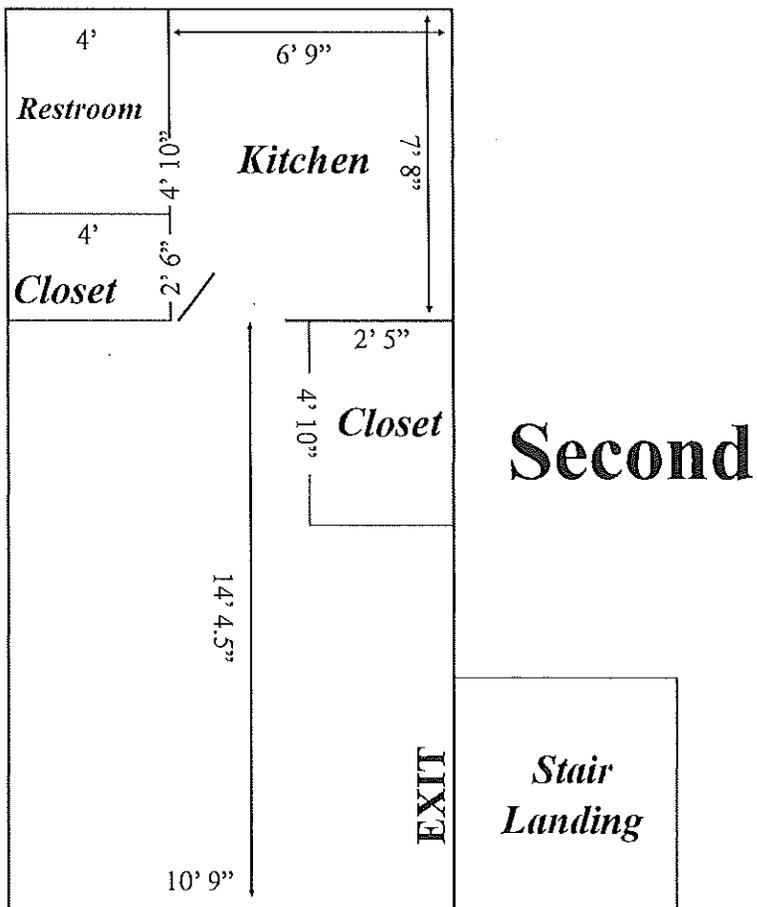
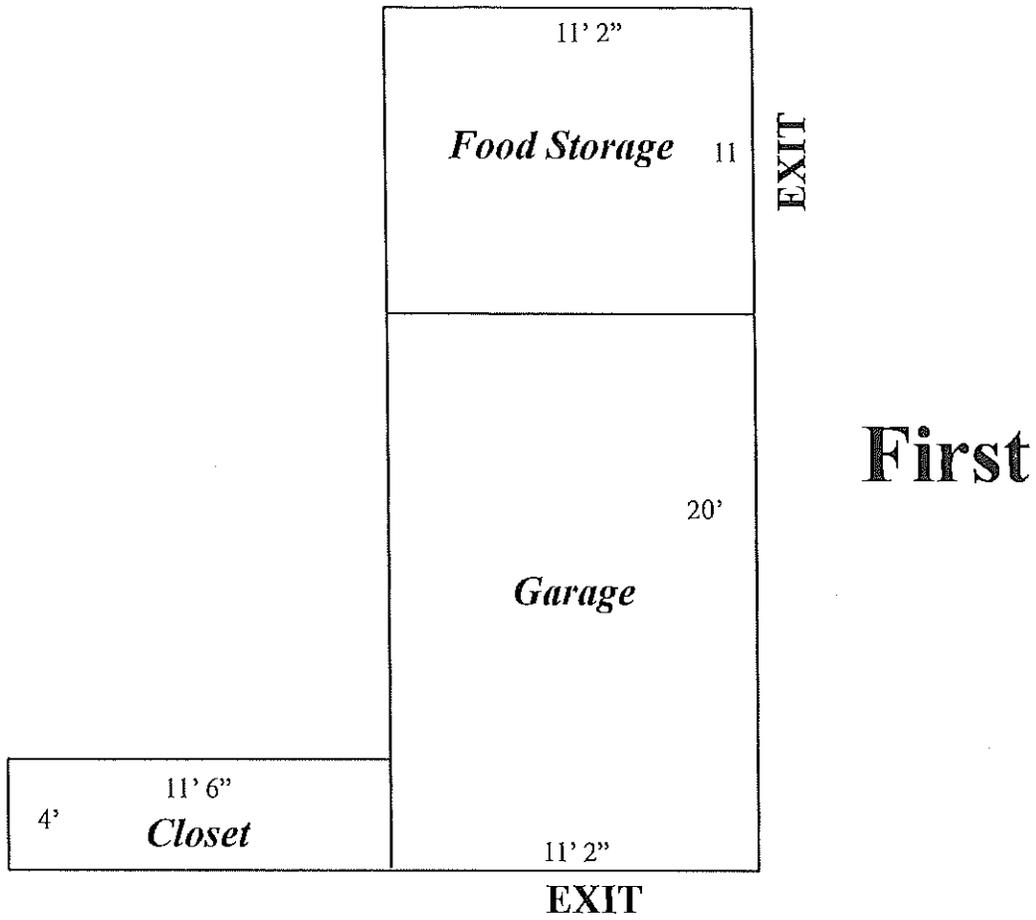
Mulberry Ave

E Mulberry Ave

E Mulberry Ave



First & Second Floor - Current



DEMO #5

SABINAL GROUP

PROPOSAL

Project: ALPHA HOME
419 EAST MAGNOLIA AVE
SAN ANTONIO, TEXAS 78212

A / E Reference number :

Reference number :
Proposal date : 4/14/23

Contractor: The Sabinal Group, LLC
237 W TRAVIS
San Antonio, TX 78205

Project number :
Proposal number :

Owner's project number: N/A

ITEM DESCRIPTION

SEE PAGE (2)

MISC.. DEMO/PAINT/FLOORS/CARPET/PLUMBING
PRICE IS BUDGETARY PURPOSE AND BASED ON NORMAL WORKING HOURS.

Cost of the work total (SEE ATTACHED PAGE 2)			\$19,120
General conditions	10.00%		\$1,912
Supervision (night time/off hours)			\$0
Project management			\$0
Trash removal			\$0
Clean up/Protection			\$0
		Sub Total:	\$21,032
Sub-contract bond premium			\$0
Safety program premium			\$0
Liability insurance			\$0
Builders risk			\$2
		Sub Total:	\$21,034
Fee	10.00%		\$2,103
		Sub Total:	\$23,137
P&P bond	2.00%		N/A
		Sub Total:	\$23,137
Sales tax	0.00%		\$0
SUBTOTAL		Sub Total:	\$23,137

TOTAL

\$23,137

✱ 19,120
\$ 42,257

Contractor: _____

Owner : _____ /

Date: _____

Date: _____ /

DANNY BENAVIDEZ
THE SABINAL GROUP
237 W. TRAVIS
SAN ANTONIO, TEXAS 78205

JIM NEEL
ALPHA HOME
SA, TEXAS 78212

SABINAL GROUP

PROPOSAL

Project: ALPHA HOME
419 EAST MAGNOLIA AVE
SAN ANTONIO, TEXAS 78212

A / E Reference number :

Contractor: The Sabinal Group, LLC
237 W TRAVIS
San Antonio, TX 78205

Reference number :
Proposal date : 4/14/23

Project number :
Proposal number :

Owner's project number: N/A

This pricing is being submitted for :

MISC.. DEMO/PAINT/FLOORS/CARPET/PLUMBING
PRICE IS BUDGETARY PURPOSE AND BASED ON NORMAL WORKING HOURS.

TRADE	VENDOR	WORK DESCRIPTION	EXTENSION
PAINT	SG	PREP/PAINT 5 RR	\$1,500
FLOORING	TX TILE	GROUT/SEAL 4 RR	\$1,000
PLUMBING	HERNANDEZ	MISC. 2RR	\$1,000
CARPET	INTERTECH	DEMO/REPLACE W/CARPET TILES/STAIRS INSTALL ROLLGOODS	\$8,120
WOOD FLOOR	CH	PREP/SAND/FINISH 1 COAT	\$7,500

COST OF THE WORK - TOTAL \$19,120



Demo # 6

October 13, 2023

TO: Alpha Homes
419 E. Magnolia Avenue
San Antonio, Texas

RE: Demolition- Garage / Apartment
402-406 Carleton
San Antonio, Texas

DEMOLITION PROPOSAL

River City Environmental, LLC submits the following proposal for your review and consideration. R.C.E will provide labor, supplies, materials, equipment and standard insurance to accomplish the demolition of the stated above referenced property. All work will be done following OSHA, EPA, TDH, Federal, State and local rules and regulations. Electricity and water shall be provided by the Owner to perform the stated work.

PRICING:

Table with 4 columns: Location, Description, Cost. Row 1: Vacant Garage/ Apt., Demolition and disposal of house approx. 500 SFT Garage. The Concrete slab is not included., Inclusive. Row 2: TOTAL FOR DEMOLITION DESCRIBED, \$9,500.00

TERMS:

Payment Due upon completion.

EXCLTIONS:

- Temporary fencing, barricades, security
Underground tank removal
Pumping out grease traps/water oil separators/septic tanks
Site work/backfill
Capping/plugging well
Tree protection/removal
Utility disconnect, cutting, capping and make safe
Trash/ debris created by others

If you have any questions regarding the above scope of work, please do not hesitate to contact me.

Sincerely,

Juan Olivares
President

Purchase Order #: _____

Please sign and return proposal if accepted: _____
Signature Date

RIVER CITY



ENVIRONMENTAL LLC.

October 16, 2023

TO: Alpha Homes
419 E. Magnolia Avenue
San Antonio, Texas

RE: *Demolition- Garage / Apartment
402-406 Carleton – Concrete Slab
San Antonio, Texas*

DEMOLITION PROPOSAL

River City Environmental, LLC submits the following proposal for your review and consideration. R.C.E will provide labor, supplies, materials, equipment and standard insurance to accomplish the demolition of the stated above referenced property. All work will be done following OSHA, EPA, TDH, Federal, State and local rules and regulations. Electricity and water shall be provided by the Owner to perform the stated work.

PRICING:

Location	Description	Cost
Vacant Garage/ Apt.	Demolition and disposal of Concrete slab approx. 250 SFT.	Inclusive
TOTAL FOR DEMOLITION DESCRIBED		\$3,700.00

TERMS:

Payment Due upon completion.

EXCLTIONS:

- Temporary fencing, barricades, security
- Underground tank removal
- Pumping out grease traps/water oil separators/septic tanks
- Site work/backfill
- Capping/plugging well
- Tree protection/removal
- Utility disconnect, cutting, capping and make safe
- Trash/ debris created by others

If you have any questions regarding the above scope of work, please do not hesitate to contact me.

Sincerely,

Juan Olivares
President

Purchase Order #: _____

Please sign and return proposal if accepted: _____
Signature
Date

RIVER CITY



ENVIRONMENTAL LLC.

October 13, 2023

TO: Alpha Homes
419 E. Magnolia Avenue
San Antonio, Texas

RE: *Asbestos Abatement- Flooring*
402-406 Carleton
San Antonio, Texas

ASBESTOS ABATEMENT PROPOSAL

River City Environmental, LLC. submits the following proposal for your review and consideration. R.C.E will provide labor, supplies, materials, equipment and standard insurance to accomplish the removal and disposal of the stated asbestos-containing materials for the above referenced property. All regulated and removed ACM waste will be manifested and transported to an approved landfill. A copy of the waste manifest will be provided to the Owner at the completion of the project. All work will be done following OSHA, EPA, TDH, Federal, State and local rules and regulations. Electricity and water shall be provided by River City to perform the stated work.

Location	Quantity	Description	Cost
	30 SFT	Removal and disposal of asbestos containing flooring	
TOTAL FOR ASBESTOS REMOVAL DESCRIBED			\$ 1,500.00

EXCLUSIONS:

Domestic Waste Disposal and Relocation/Storage, Security, and Applicable Permit Fees

DURATION:

Approximately 1 Business Day

TERMS:

PAYMENT DUE APON COMPLETION

If you have any questions regarding the above scope of work, please do not hesitate to contact me.

Sincerely,

Juan Olivares
President

Purchase Order #: _____

Please sign and return proposal if accepted: _____

Signature

Date

Alpha Home
402-406 Carleton
San Antonio, TX
Garage/Apartment Demolition
Cost Proposal

River City Environmental, LLC (RCE) Demolition Phases

Asbestos Abatement 2nd Floor Flooring	\$1,500.00
Building Demolition and Removal Except Slab	\$9,500.00
Demolition and Disposal Concrete Slab	\$3,700.00
Total Demolition Cost RCE:	\$14,700.00
Optional PSI Management. Air Monitoring, Reporting*	\$3,750.00
Total Demolition Cost RCE and PSI project management	\$18,450.00

*Based on \$750.00 per day for an estimated 5-days project duration. Any deduction or addition of days would result in adjustment of cost based on the daily rate.

Demo #7

MH Contracting LLC
15649 Vista Grande
Helotes, TX 78023 US
mhcontracting78@yahoo.com



Estimate

ADDRESS

John Lopez
Alpha Home
402 Carleton
san antonio, tx 78212

ESTIMATE # 1323
DATE 01/04/2024

ACTIVITY	QTY	RATE	AMOUNT
Sales dumpsters for 120 yds of wood and 45 cu yds of slab	1	5,000.00	5,000.00
equipment excavator with breaker bar attachments and grapple	1	7,500.00	7,500.00
Labor operator and logistic for project	1	3,500.00	3,500.00
Sales dump of asbestos material	1	1,000.00	1,000.00
Fees:Permit demo permit	1	250.00	250.00

.....
this is the demo of garage building and removal of slab from site

SUBTOTAL 17,250.00
TAX 0.00
TOTAL **\$17,250.00**

Accepted By

Accepted Date

landscaping
#18



Pounds Enterprises, Inc.



PO Box 591446, San Antonio * TX * 78259 *210-545-1869(OFFICE) *210-209-8688(FAX)

Landscaping Proposal for:
402 Carelton Court
4/24/23

TO: Jim Neel
Alpha Home
FROM: Matthew Sparks
Pounds Enterprises, Inc.

As we discussed:

1. Correct drainage at back of house by excavating a swell and using leftover dirt to create berm at side of house-\$1500
2. Mortar cut white limestone rock to existing curb to prevent water from going under house-\$1100

AUTHORISED SIGNATURE: _____

MATTHEW SPARKS
POUNTS ENTERPRISES, INC.
VICE-PRES/GENERAL MANAGER
CELL- (210) 379-5855
Matt@Poundsenterprises.com

#9



Wagner Holak Custom Homes

973 Annabelle Ave • Bulverde, TX 78163-2556 • Phone: (210)625-8212

Alpha Home
Phone: 210-735-3822

Job Address:
419 E. Magnolia Ave
San Antonio, TX 78212

Print Date: 4-25-2023

Proposal for Alpha Home

Grading
1299 Final Grade

Grading and swale to create proper drainage around building. estimate includes haul off of all excess material. This price is good for 30 days

Qty/Unit	Unit Price	Price
1	\$7,560.00	\$7,560.00

Total Price: \$7,560.00

I confirm that my action here represents my electronic signature and is binding.

Signature:

Date:

Apr 25, 2023, 2:23 PM

Builder Approved by:

Cindy Autrey

Bid



Wagner Holak Custom Homes

973 Annabelle Ave • Bulverde, TX 78163-2556 • Phone: (210)625-8212

Alpha Home
Phone: 210-735-3822

419 E. Magnolia Ave
San Antonio, TX 78212

Print Date: 6-20-2023

Proposal for ALPHA HOME

AAID Construction, LLC DBA TK Custom Homes, HEREIN REFERRED TO AS CONTRACTOR, AGREES TO SWALE/GRADE/HAUL-OFF AND THE ABOVE-NAMED PURCHASER AGREES TO PURCHASE THE IMPROVEMENTS TO THE ABOVE DESCRIBED PROPERTY DESCRIBED IN THE FOLLOWING DOCUMENT AND ON ATTACHED PROPOSAL. Purchaser agrees that the items listed are correct and agrees to the allowances listed. The owner is responsible for all charges above allowances.

This Landscaping/Grading Contract is entered into June 20, 2023 by and between AAID Construction and Alpha Home, with an address of 402 Carleton Court, 78212

The Customer wishes to obtain the Contractor's services to perform the following work: (Noted on said Proposal)

The Services are to be performed at the following address: 402 Carleton Court, 78212

The Contractor agrees to furnish the labor, materials, and supplies necessary to perform the Services in accordance with the terms and conditions contained in this Contract Proposal. Upon completion of the Services, the Contractor will remove all materials, supplies, and other debris acquired by the contractor.

Changes in the Services. The Customer may request reasonable changes to the Services described. Any changes to the Services must be in requested to the contractor in which the contractor will execute a change order and release to the customer for approval and signature. The Customer agrees that any changes to the Services may result in additional charges and extend the Grading Schedule described in this Proposal

Grading Schedule. The Contractor will complete the Services in accordance with the following schedule. The Customer agrees

Applicable Law. This Contract shall be governed and construed in accordance with the laws of the state where the Property is located, without giving effect to any conflicts of laws provisions.

BY SIGNING BELOW, THE CUSTOMER ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT AND THAT THE CUSTOMER IS SATISFIED WITH THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT. THE CUSTOMER SHOULD NOT SIGN THIS CONTRACT IF THERE ARE ANY BLANK SPACES. YOU ARE ENTITLED TO A COPY OF THIS CONTRACT AT THE TIME YOU SIGN IT.

**ART CAL CONSTRUCTION
COMMERCIAL GENERAL CONTRACTOR
HOSPITALITY & RETAIL SPECIALIST
7042 ALAMO DOWNS STE # 550
SAN ANTONIO TX 78238
(210) 682-5615
EMAIL: artcalconstruction@gmail.com**

Alpha Homes, 402 CARLETON COURT, SAN ANTONIO, TEXAS 78212

1. The undersigned BIDDER proposes and agrees, if this Bid is Accepted, to enter into an agreement with OWNER, in the form indicated in the Bidding Documents, to perform and furnish all General Construction Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

2. BIDDER accepts all of the terms and conditions of the Bidding Requirements. This Bid will remain subject to acceptance for thirty days after the day of Bid opening. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Documents within fifteen days after receipt of the Agreement from Owner.

3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
a. BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

No. 402-2023 SITE WORK / FLOOD CORRECTION FOR PROPERTY
Dated APRIL 17, 2023

- b. BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.
- c. BIDDER has given ARCHITECT notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ARCHITECT is acceptable to BIDDER.
- d. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm, or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.
- e. No deviation for specification of the base bid will be considered unless presented in writing and approved by the Owner prior to bid due date. Any alternates must be noted as such.

4. BIDDER will complete the Work for the lump sum of:

Base Bid: \$29,000.00 Dollars (TWENTY-NINE THOUSAND DOLLARS)

5. ALTERNATES: List pricing Deduct or Add

Data runs (Low Voltage)	SECURE AS NEEDED		0.00
Fire Alarm	N/A		0.00
Access Control System	N/A		0.00
Security System	N/A		0.00
Concrete in lieu of asphalt	N/A		0.00

6. UNIT PRICES: If the items listed below are added or the required quantities are increased or decreased by Change Order, the adjustment unit prices set forth below shall apply to such added, increased, or decreased quantities.

Unit Price No. 1a: Aluminum Entrance Door (Prior to Storefront Installation)	N/A		0.00
Unit Price No. 1b: Aluminum Entrance Door (After Storefront Installation)	N/A		0.00
Unit Price No. 2a: Hollow Metal or wood Doors and Frame (Prior to Wall Completion)	N/A		0.00
Unit Price No. 2b: Hollow Metal Door and Frame (After to Wall Completion)	N/A		0.00

7. Notice to Proceed will be provided by Owner. BIDDER agrees that the work will be Substantially Complete within the Stated Calendar days in the Bid Form after the Date of Commencement of the work. Construction Rain Days will be defined as a minimum of 1/2" precipitation as documented by the National Oceanic and Atmospheric Administration (NOAA). Bidder shall document all Rain Delay Dates in Change Orders to be reviewed and approved by Architect & Owner.

8. PERMITS AND FEES: All Permit and Fees for my trades with COSA and other authorities having jurisdiction shall be paid by General Contractor "ART CAL CONSTRUCTION"

9. General Contractor shall coordinate with all authorities.

Osa Project # SITE WORK / FLOOD CORRECTION FOR PROPERTY

Location: 402 CARLETON COURT, S.A TX 78212

Date Prepared: 04/17/2023

Project Manager: ART CALVILLO

GENERAL REQUIREMENTS			Contract Amount
Item Description			
General Conditions	Supervision Included		4,000.00
INSURANCE INCLUDED			
GENERAL REQUIREMENTS SUBTOTAL			4,000.00
DEMOLITION WORK WILL INCLUDE TO PROVIDE ENGINEER LETTER (ABESTOS) ENGINEER FOUNDATION LETTERS AND OR ANY LEGAL DOC'S REQUIRED BY CITY OF SAN ANTONIO DEVELOPMENT SERVICES			
Item Description		Sub-Contractor	Contract Amount
SITE WORK OF ENTIRE BACK PROPERTY & PROPER REMOVAL	INCLUDES ALL LANDSCAPE BRUSH, TREES, AND DIRT	N/A	0.00
SITE WORK DETAILS	EXCAVATION OF SITE 1'-3' FEET WITH PROPER SWELL		
Erosion Control / NPDES/SWPPP	N/A		0.00
Site Paving	N/A		0.00
Site Markings & Signage	N/A		0.00
Conc. Curbs, Walls, Gutters, & Sidewalks	TBD WILL CREATE COMPLETE SITE FLOOD DIVERSION	FLOOD ISSUE TO BE CORRECTED	0.00
Site Electrical Distribution System	LOCATE AND PROTECT		0.00
Site Domestic Water Distribution System	LOCATE AND PROTECT		0.00
Site Sanitary Sewer	LOCATE AND PROTECT		0.00
Landscape & Irrigation	LOCATE AND PROTECT		0.00
Concrete Wheel Stops	N/A		0.00
Temporary Fencing	N/A		0.00
Temporary Facilities	PROVIDE FOR SITE PHASE ONLY		0.00
Modular Block Site Retaining Walls (Keystone Compac - Straight Split or equal) & Associated Railing	N/A		0.00
SITE SUBTOTAL			
BUILDING (SHELL)			
Item Description		Sub-Contractor	Contract Amount
03 CONCRETE			
Concrete Foundation	N/A		0.00
Concrete Reinforcement	N/A		0.00
Cast-In-Place Concrete	N/A		0.00
CMU	N/A		0.00
05 METALS			
Miscellaneous Steel	N/A		0.00
Structural Metal Framing	N/A		0.00
Cold Form Metal Framing, Sheetrock, Tape/Float, texture, & paint	N/A		0.00

06 WOOD & PLASTICS			
Misc. Rough Carpentry	N/A		0.00
07 THERMAL & MOISTURE (NOISE BARRIER)			
Insulation	N/A		0.00
Water Repellents	N/A		0.00
Metal Flashing, Downspouts, Trim, Etc.,	N/A		0.00
Roof Accessories	N/A		0.00
Joint Sealants	N/A		
08 DOORS & WINDOWS			0.00
Door & Frame "AS PER PLAN"	N/A		0.00
Overhead Doors	N/A		0.00
Aluminum Entrances & Storefronts	N/A		0.00
Door Hardware	N/A		0.00
Door/Hardware Install	N/A		
09 FINISHES			0.00
Portland Cement Plastering/SWIMMING POOL & PATIO	N/A		0.00
Gypsum Board	N/A		0.00
Painting	N/A		

10 SPECIALTIES			0.00
Postal Specialties	N/A		
22 PLUMBING			
Building Domestic Water Distribution	LOCATE AND PROTECT		
Building Sanitary Sewer	LOCATE AND PROTECT		
26 ELECTRICAL			
Building Electrical Distribution	N/A		
Building Lighting	N/A		
HVAC	N/A		
		BUILDING SUBTOTAL	
GENERAL CONDITIONS SUBTOTAL			4,000.00
SITE WORK 40-SEMI TRUCKS FOR PROPER REMOVAL OF DIRT & 3/4" BASE BACKFILL WITH COMPLETE COMPACTION		SUBTOTAL	25,000.00
BUILDING SUBTOTAL			
BUILDERS RISK INSURANCE		INCLUDED	0
CONTRACTOR'S OH & P		INCLUDED	
TOTAL BASE BID PROPOSAL			29,000.00

WORK WILL BE SUBSTANTIALLY COMPLETE DEMO IN 7-10 CALENDER DAYS AFTER THE DATE OF DEPOSIT / COMMENCEMENT OF THE WORK. DEPOSIT 50-PERCENT REQUIRED TO COMMITMENT TO PROJECT (BALANCE UPON COMPLETION)

ALPHA HOMES

Signature of acceptance:

ARTURO CALVILLO

ART CAL CONSTRUCTION / BIDDER AGREES TO DEFEND INDEMNIFY AND HOLD HARMLESS "ALPHA HOMES" AND HIS AGENTS FROM AGAINST ALL LOSSES, LIABILITIES, DAMAGES, OBLIGATION, PAYMENT, COST & EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEE & LEGAL COST) ARISING FROM OR NEGLIGENT ACTS OR OMISSIONS OF ART CAL CONSTRUCTION, ITS SUBCONTRACTORS OR THEIR RESPECTIVE CONSULTANTS OR EMPLOYEES

X _____

ART CAL CONSTRUCTION COMMERCIAL GENERAL CONTRACTOR HOSPITALITY & RETAIL SPECIALIST

ART CAL CONSTRUCTION

7042 ALAMO DOWNS PARKWAY SUITE 550

City, State, Zip Code
SAN ANTONIO, TEXAS 78238

Bidder's Initials: AC

DRAW SCHEDULE
7-10-DAY PROJECT

ART CAL CONSTRUCTION/BIDDER represents and warrants the services described in the Scope of work. Will be performed in a professional and workmanlike manner in accordance with applicable industry standards by individuals possessing the general skills, knowledge and experience required to perform such services

**50-PERCENT DEPOSIT UPON ACCEPTANCE OF CONTRACT
DEPOSIT: \$14,500.00**

ART CAL CONSTRUCTION/BIDDER will maintain general liability, property damage automobile liability, employers liability and workers compensation insurance in amounts and coverage that will protect "ALPHA HOMES" from any claim, loss or damage which may result, in anyway, from any act or omission of ART CAL CONSTRUCTION/BIDDER its agents, employees or subcontractors and from any claims under applicable workers compensation laws or regulations to ART CAL CONSTRUCTION/ BIDDER services under any Scope of work

BALANCE UPON COMPLETION

ART CAL CONSTRUCTION/ BIDDER agrees to cooperate with any of owners other contractors and not impact their work. ART CAL CONSTRUCTION/ BIDDER understands that there may be work done while ART CAL CONSTRUCTION/ BIDDER is on site. Should ART CAL CONSTRUCTION/ BIDDER encounter any hazardous materials that may affect the performance of its work ART CAL CONSTRUCTION/ BIDDER agrees to immediately notify Owner. ART CAL CONSTRUCTION/ BIDDER agrees to defend, indemnify and hold "ALPHA HOMES" OWNERS its affiliates and each of their respective employees, officers, directors and agents from and against all losses, liabilities, damages, obligations, payments, costs and expense (including reasonable attorney's fees and legal costs) arising from or relating to ART CAL CONSTRUCTION/ BIDDER failure to notify Owner of hazardous materials or ART CAL CONSTRUCTION/ BIDDER, its subcontractors or agents disturbance of any hazardous materials

landscape bid # 11

**MH CONTRACTING, LLC
COMMERCIAL CONSTRUCTION AGREEMENT**

This Commercial Construction Agreement (the "Agreement") is entered into on the date given below by the following:

MH Contracting, LLC, a Texas limited liability company, 12908 Huntsman Road, San Antonio, Texas 78249; and

OWNER: Alpha Home

OWNER'S ADDRESS: 402-406 Carleton

San Antonio, Tx 78212

OWNER'S AGENT: Liza Jensen

TELEPHONE NUMBER: (210) 785-3021

In consideration of the mutual agreements and obligations set forth herein, and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, MH Contracting, LLC (the "Contractor") and Owner, whose name, address, and signature appear herein (the "Owner") agree as follows:

1. Contract Documents: This Commercial Construction Agreement, document(s) detailing the Project's scope, plans, schedules, estimates, invoices, and any written amendments thereto, including change orders, taken together, shall constitute the entire agreement of the parties (the "Contract Documents"). THERE ARE NO WARRANTIES, REPRESENTATIONS, OR AGREEMENTS BETWEEN THE PARTIES EXCEPT AS SPECIFICALLY SET FORTH, IN WRITING, IN THE CONTRACT DOCUMENTS. ORAL MODIFICATIONS OF THIS AGREEMENT ARE NOT ENFORCEABLE.

2. Scope of Work: The Work to be performed by the Contractor under the Agreement is strictly limited to that Work expressly stated in the Contract Documents (the "Work"). All work not expressly stated in the Contract Documents is strictly excluded from this Agreement.

3. Contract Price: By signing this Agreement, Owner authorizes Contractor to perform the Work and Owner hereby agrees to pay Contractor the total sum identified in the Contract

Documents (including any and all Change Orders) (the "Contract Price"). Any increase in the actual scope of the Work will result in a corresponding increase in the Contract Price in accordance with the terms of this Agreement. Owner's failure to make payments when due shall constitute a material breach of this Agreement.

4. Work Performed Pursuant to and Insurance Claim: Owner agrees that Owner is the party directly responsible to Contractor for the payment of the Contract Price. Owner's obligation to pay contractor is in no way contingent upon the outcome of any insurance claim.

5. Payment: Twenty percent (20%) of the total estimated costs of the project shall be paid upfront, upon execution of this Agreement. Owner shall make monthly progress payments based on labor and materials Contractor has incorporated into the Work of improvement. Any remaining balance shall be paid in full immediately upon completion of the Work. Owner acknowledges and agrees that Owner is directly responsible to Contractor for the full and timely payment for the Work and that Owner's failure to make payments when due in the amount invoiced constitute a material breach of this Agreement. Owner's full and timely payment of the Contract Price, and all progress payments when due, shall be deemed express conditions precedent to Contractor's performance of any of its obligations under this Agreement. Unless otherwise expressly set forth in the Contract Documents, no retainage is to be withheld from Contractor.

Draw requests may be presented without back-up documentation or receipts. However, such back-up information shall be available for inspection by owner during normal business hours. Contractor's profit, overhead, original estimates, tape-offs, margins/mark-ups for materials and contractor's costs, and time sheets, in any provided in such information supporting draw requests, shall be confidential and shall not be disclosed by Owner, Owner's employees, agents, or assigns, to any third-party.

Payments made by or on behalf of Owner shall constitute Owner's acceptance and approval of the Work performed by the Contractor. This Agreement may not be canceled by the Owner after Work has commenced or materials have been delivered to the Project Site. If the price of materials increases between estimate creation and Project start date, the additional costs will be reflected in a Change Order and will be the Owner's responsibility to pay.

All amounts not otherwise paid to Contractor in accordance with the terms of this Agreement shall bear interest from the date the payment is due until paid in full, at the rate of eighteen percent (18%) per annum, compounded annually. The interest rate herein shall not exceed the maximum rate allowed by law.

Time is of the essence as to payment under this Contract, and timely payments are an express condition precedent to further performance. If payment is not made as described herein, upon five days written notice to Owner and failure to make payment, Contractor may stop work or terminate the contract and recover from the Owner payment for all work performed and any loss sustained, as well as reasonable profit and other damages.

Owner understands and agrees that failure to promptly pay all amounts payable when due, Contractor will suffer damages which are difficult to determine and accurately specify. Owner agrees that if payment is not received by Contractor when due, Owner shall pay to Contractor, as liquidated damages and not as a penalty

6. **Schedule:** Contractor will perform the Work within a commercially reasonable period of time after issuance of any applicable building permits and Contractor's receipt of payment as required by this Agreement. Any scheduled completion date contained in the Contract Documents is approximate only and Contractor will not be liable to Owner for any delay in the progress of completion of the Work from causes beyond Contractor's exclusive control, and Contractor is entitled to an extension of the Contract Time in an amount equal to any such delay.

7. **Completion Defined:** Substantial completion shall be defined as the date the project passes final inspection by any authority charged with inspecting the facility, when and if applicable, whether or not the facility is then occupied by the Owner. When no independent inspection is necessary, substantial completion shall be defined as the date the contractor delivers project to Owner, whether or not facility is then occupied by the Owner. Owner's occupancy of the facility shall constitute acceptance of contractor's work and waiver of any claims against contractor.

8. **Existing Conditions:** The Owner has made known to Contractor, prior to the execution of this Agreement, all information of which it is aware as to the condition of the site, property, or project which might assist Contractor in properly evaluating the extent and character of the work that may be required. Upon the Contractor discovering differing site conditions that are a material variance to those indicated in the Contract Documents or from the initial investigation, Contractor shall promptly investigate the conditions and if they materially differ and cause an increase or decrease on the cost of or the time required for performance of this Agreement, an equitable adjustment in the contract price and the time for completion shall be made. Contractor shall have no obligation to perform any corrective or remedial work that would require the handling of or exposure to hazardous material.

9. **Materials/Matching Materials:** All materials, fixtures, appliances, and all other items furnished and incorporated into the job shall remain the property of the contractor, notwithstanding same being delivered to the site or being installed unless and until, same are paid in full by Owner. Upon defaults, contractor may reclaim the materials, fixtures, and/or appliances, but may not cause substantial damage to the property in any such removal. Contractor is not responsible for any defects or material, appliances, or fixtures chosen by the Owner.

Contractor's ability to match existing materials such as stucco, drywall, paint, wood, tile, flooring, concrete, roofing, interior woodwork, and the like may be limited; therefore, exact duplication in matching, textures, and color cannot be guaranteed. Variations within industry tolerances will be considered acceptable.

10. **Concrete, Stucco, and Drywall:** Contractor is not responsible for any surface cracking in new concrete, stucco, and/or drywall which develops after installation, providing proper installation procedures have been followed. Any rework of these surfaces shall be billed to the Owner on a time and material basis.

11. **Warranties:** Contractor warrants to Owner that all materials and equipment furnished shall be new unless otherwise specified and that all work under this Agreement will be performed in a good and workmanlike manner, shall be of good quality, free from faults and defects, and in conformance with the Contract Documents. Contractor's liability under this warranty is limited to repairing or replacing the products or services furnished by or directly through Contractor only and shall in no event exceed the limitations set forth in this Agreement. Contractor will not be responsible for damage caused by other parties in the improper use or operation of installed items, except subcontractors employed by Contractor. Contractor's warranties shall run to the Owner only and are not assignable. Excluded from Contractor's warranty coverage are any defects caused in whole or in part by the Owner's modifications, abuse, neglect, fire, excessive weather conditions (including hail, tornadoes, gale force winds of 54 mph or more, floods, or other weather events or perils normally covered by commercial insurance policies), improper or inadequate maintenance, the failure to properly and timely mitigate any damage or report damage, and/or normal wear or tear under normal usage. Contractor makes no other warranty, representation or guaranty, whether express or implied, including without limitation the implied warranty of merchantability or fitness for any particular purpose, that extend beyond the scope of the warranty expressly set forth herein. All warranties, except those which are expressly set forth herein, are hereby disclaimed. All warranties under the Agreement between Contractor and Owner become valid and enforceable only upon Contractor's receipt of full and timely payment of the Contract Price and Owner's

compliance with all terms and conditions of this Agreement. No legal action of any kind relating to this Agreement, the Work, or the Project may be initiated by any Party to this Agreement after one (1) year from the date when the Work has been substantially completed.

12. Change Orders: The Contract Price is based on the scope of the Contract Documents. Any changes to the work will cause the project costs to either increase or decrease, as appropriate. Contractor is entitled to extra compensation for (a) conditions later discovered or which have changed and are either different from those indicated in the Contract Documents or not ordinarily encountered and not generally recognized as inherent in the work of the character provided in this Contract, (b) changes directed either by the Owner, plan checkers, building inspectors, architects, engineers, or any other persons; (c) unusual or unanticipated conditions; and (d) other changes to the initial scope of the Agreement.

Change Orders shall be in writing and signed by Owner and Contractor; provided, however, that if Contractor is directed to do the changed work, and does so, with the Owner not signing a change order, the writing requirement is waived and extra compensation is nevertheless allowed. Contractor may refuse to start work on changes, deviations, or extra work if there is no signed change order or advance payment. The failure by Owner to pay for changes performed by Contractor shall constitute grounds for Contractor's cessation of work on the project.

13. Access to work and utilities: Owner shall grant free access to work areas for workmen and vehicles, and shall allow areas for storage of materials and construction debris. Unless otherwise specified, owner shall supply electric power to jobsite at their expense.

14. Owner's Duty to Insure: Owner shall procure and keep in place either builder's risk, "all-risk," or other insurance with course of construction coverage, adding Contractor as an additional insured. If the property is destroyed in whole or in part by accident or calamity, any work to rebuild shall be an extra.

15. Asbestos and Hazardous Waste: This contract specifically excludes the testing, demolition, or removal of any hazardous material, and if encountered, contractor shall stop all work and allow Owner to obtain qualified abatement contractors.

16. Subcontracts: Contractor may subcontract portions of this work to subcontractors. Contractor shall not assign or sell any earnings under this subcontract without the express written consent of the owner.

17. Termination: Neither party may terminate this Agreement for default without first giving written notice of default to the defaulting party specifying the acts and/or omissions constituting a material breach of this Agreement, the steps necessary to cure same, and providing the defaulting party with seven (7) days from the date of its receipt of the notice to cure the stated default. If default has not been cured within the cure period, the non-defaulting party may, without prejudice to any other right or remedy of the same, terminate this Agreement and recover from the defaulting party actual damages incurred from such default.

18. Dispute Resolution: The parties agree to first attempt resolution of any disputes in good faith via direct negotiation. In any dispute not directly related to Contractor's right to secure the payments required by this Agreement, Client and Contractor hereby agree to arbitrate any and all claims, disputes, and other matters in question arising out of, or relating to this Agreement, or any breach thereof, in Bexar County, Texas, before one (1) neutral arbitrator in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect. The cost of arbitration shall be shared equally between the parties. The award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with the applicable law in any court having jurisdiction thereof. It is expressly agreed that this Agreement to Arbitrate shall survive completion or termination of this contract for any reason. If any action at law or in equity is necessary to enforce or interpret the terms of the Contract Documents, the prevailing party shall be entitled to the recovery of its reasonable attorneys' fees, costs, and interest to the extent provided by Texas law, in addition to any other relief to which it may be entitled.

19. Rights and Remedies: All matters relating to the validity, performance, or interpretation of this Agreement shall be governed by the laws of the State of Texas. When applicable, the parties' performance under this Contract shall be governed by the provisions of the Texas Residential Construction Act as set forth in Chapter 27 of the Texas Property Code.

Each provision of this Contract is deemed to be independent of all other provisions and the invalidity of any part or provision of the Contract Documents will not impair or affect the validity, enforceability, or effect of the remainder of the Contract Documents. Notwithstanding any other provision in this Agreement to the contrary, the total liability of Contractor, including its affiliates, offices, directors, employees, insurers, vendors, subcontractors, and agents to Client and Client's assignees, insurers and agents, shall be limited to actual damages not to exceed, in the aggregate, 100% of the Contract Price. This limitation of liability applies to all liability arising from or in any way related to the Work, irrespective of whether such liability arises in contract, warranty, statute, tort, or otherwise, or whether such liability arises out of Contractor's sole or concurrent negligence or breach of any standard of strict liability. Contractor and Client

waive all claims against each other for any and all consequential damages arising out of or relating to this Agreement. This provision may not be construed to preclude any claim by Contractor for loss of profit arising from the Work. The limitations of this paragraph will survive termination of this Agreement.

By signing this Agreement, Client authorizes Contractor to commence and perform the Work. Client confirms and warrants to Contractor that Contractor has not furnished any material or performed any labor prior to the date Client has executed this Agreement.

This Agreement may be revoked by Contractor if not otherwise accepted in writing by Client and returned to Contractor within thirty (30) days from the date set forth below. The Contract Documents represent the entire agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral, and shall not be modified or altered in any way other than as specifically provided herein.

SIGNED this 7 day of _____ December _____, 2023.

Owner:

Alpha Home
Printed Name:

Agent:
Liza Jensen
Printed Name:

Signature

Contractor:

MH Contracting LLC

Agent :
Manuel Herrera
Printed Name

Signature

Contract Price : \$28,100
Draw Schedule: #1 \$8,000 initial
#2 \$4,000 after forms are set for first phase
#3 \$4,000 after first phase poured
#4 5,000 after forms are set for second phase
#5 7,100 after final pour



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/30/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Eleodoro Garza(1944352) 2200 Jackson Keller Rd San Antonio TX 78230-5217		CONTACT NAME: ELEODORO GARZA PHONE (A/C, No, Ext): 210-465-9399 FAX (A/C, No): 210-399-0710 E-MAIL ADDRESS: egarza@eglnsgroup.com	
INSURED Eric Herrera DBA: MH CONTRACTING LLC 12908 HUNTSMAN SAN ANTONIO TX 78249		INSURER(S) AFFORDING COVERAGE INSURER A: Atlantic Casualty Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			L086813925-2	01/29/2023	01/29/2024	EACH OCCURRENCE \$ 1,000,000, DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			WC STATU-TORY LIMITS \$ OTHER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

In the business of carpentry , construction, and all associated tasks.

CERTIFICATE HOLDER**CANCELLATION**

City of San Antonio 1901 S Alamo St San Antonio TX 78204	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2010/05)

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John Lopez

From: paul klein <Klein1602@outlook.com>
Sent: Friday, August 25, 2023 5:18 PM
To: Liza Jensen; Eugene Dawson @PD; Richard Albanese; Sandy Klein; John Lopez
Cc: Dr. "Becca" Bonugli; Gaye@vibrantworks.org; Gerry Karam
Subject: Alpha Home Projects Update

Good Friday Afternoon, All! Here's a brief update for happenings at Alpha Home.

402 Carleton Court Garage

The garage will be demolished after the Ruble Center kitchen is complete.

I've spoken with Ryan Reed, Monte Vista Historical Ass'n. MV will support the demolition request, the primary reason being financial hardship. I'll prepare the form for submittal to the city's Office of Historic Preservation for Liza's signature. The demolition permit must include evidence of approval by the OHP.

PSI/Intertech has provided Liza with the firm's proposal to sample and test the garage for lead and asbestos. The extent of hazardous materials present (or not) will greatly impact the cost of demolition and disposal. This cost must be known sooner than later since it must be folded into the overall project budget. I expect test results will be available within 10 days and will coordinate with John Langan at PSI.

Ruble Center Kitchen

Gerry Karam, a longtime friend of mine with years of foodservice experience, visited with Liza and Gloria last week to assemble a rough list of kitchen equipment. Yesterday Gerry and I met on-site with Michael M. with Ace Mart to familiarize him with the project. I'm intending to use Ace Mart as a consultant, for a discounted fee, to attend planning sessions and document all equipment decisions. Ace's information will be provided to the architects/engineers so that appropriate utilities appear at the correct locations. The kitchen equipment package will likely be bid separately to several vendors, Ace Mart included.

This week I visited with Brent Anderson with MSA Architects. I'm seeking a proposal from MSA to provide architectural and consulting engineering services for the kitchen. I'm a believer that the project requirements must be well-documented for both competitive bidding and City permitting. I've impressed Brent that Alpha Home is anxious for the project to move ahead. I'll be hearing from him the week of 8/28 as to MSA's workload and his strategy.

Thanks to all for your involvement. We're all on the same page that our goal is a quality project at a reasonable cost. Feel free to let me know of questions or comments.

Paul Klein
Sent from my iPhone

Liza Jensen

From: Jessica L. Anderson (OHP) <Jessica.Anderson@sanantonio.gov>
Sent: Wednesday, January 31, 2024 3:51 PM
To: Liza Jensen
Cc: Shanon Shea Miller (OHP)
Subject: HDRC - 402-406 Carleton Ct

Hi, Liza.

Below, please find one of two threads from Ryan Reed of the Monte Vista Historical Association regarding your request at 402 Carleton. I didn't forward the rest of the thread, but please note that we shared information with him about the city's deconstruction ordinance and how it impacts your request.

Second email to come.

Thanks!
Jessica

From: Ryan Reed <ryan@rsreed.com>
Sent: Monday, January 22, 2024 12:23 PM
To: Claudia Espinosa (OHP) <Claudia.Espinosa2@sanantonio.gov>
Cc: Bryan Morales (OHP) <Bryan.Morales@sanantonio.gov>
Subject: Re: [EXTERNAL] HDRC - 402-406 Carleton Ct

Thank you Claudia!

Hi Bryan - I'm not sure if you saw my note, but Paul Kinnison and I discussed this demolition several months ago with Paul Klein. It was determined that, while we never encourage demolition, in this case it was a safety hazard, and Alpha Home (owner) was able to show economic hardship, and unable to pay to keep the building structurally sound. It's my understanding that they will not be replacing this structure.

I spoke to Paul Klein, and he mentioned that demolition was discussed with the OHP and DRC, and that it might be acceptable if they hand deconstruct, and recover reusable materials. I agree that this is ideal, but that raises another question... is that the new standard process even if the applicant is not planning to rebuild? In this situation, I don't believe Alpha Home can afford that process either, but since the OHP now has the Material Innovation Center, are there any resources (city run, or otherwise) that would help an applicant like this, by assisting in deconstruction in exchange for the option to keep salvaged materials?

Thanks!
Ryan



Ryan S Reed
415 518 3271

On Jan 17, 2024, at 9:09 AM, Claudia Espinosa (OHP) <Claudia.Espinosa2@sanantonio.gov> wrote:

Good morning Ryan,

Thank you for the update. I have looped in the case manager, Bryan Morales. He can assist moving forward.

Thank you,
<image002.png>

From: Ryan Reed <ryan@rsreed.com>
Sent: Tuesday, January 16, 2024 5:51 PM
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Subject: [EXTERNAL] HDRC - 402-406 Carleton Ct

Hi Claudia! I believe this case was pulled from the agenda, but the applicant, Paul Klein, did meet with the MVHÁ, and we're okay with the demolition at this point. There are safety concerns about the structural stability of the building, and Alpha House (the non-profit which owns the property) does not have funds to reinforce the building.

-Ryan

<image001.gif>

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Liza Jensen

From: Jessica L. Anderson (OHP) <Jessica.Anderson@sanantonio.gov>
Sent: Wednesday, January 31, 2024 3:54 PM
To: Liza Jensen
Cc: Shanon Shea Miller (OHP)
Subject: RE: HDRC - 402-406 Carleton Ct

Liza—

I just reviewed the other email from Ryan, and he had conflated your request with another request in the historic district. The email I sent previously is the only emailed feedback from MVHA—apologies for my error!

If I receive any other feedback from the public regarding your request, I'll forward it along to you.

Thanks,
Jessica

From: Jessica L. Anderson (OHP)
Sent: Wednesday, January 31, 2024 3:51 PM
To: Liza Jensen <ljensen@alphahome.org>
Cc: Shanon Shea Miller (OHP) <Shanon.Miller@sanantonio.gov>
Subject: HDRC - 402-406 Carleton Ct

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#13

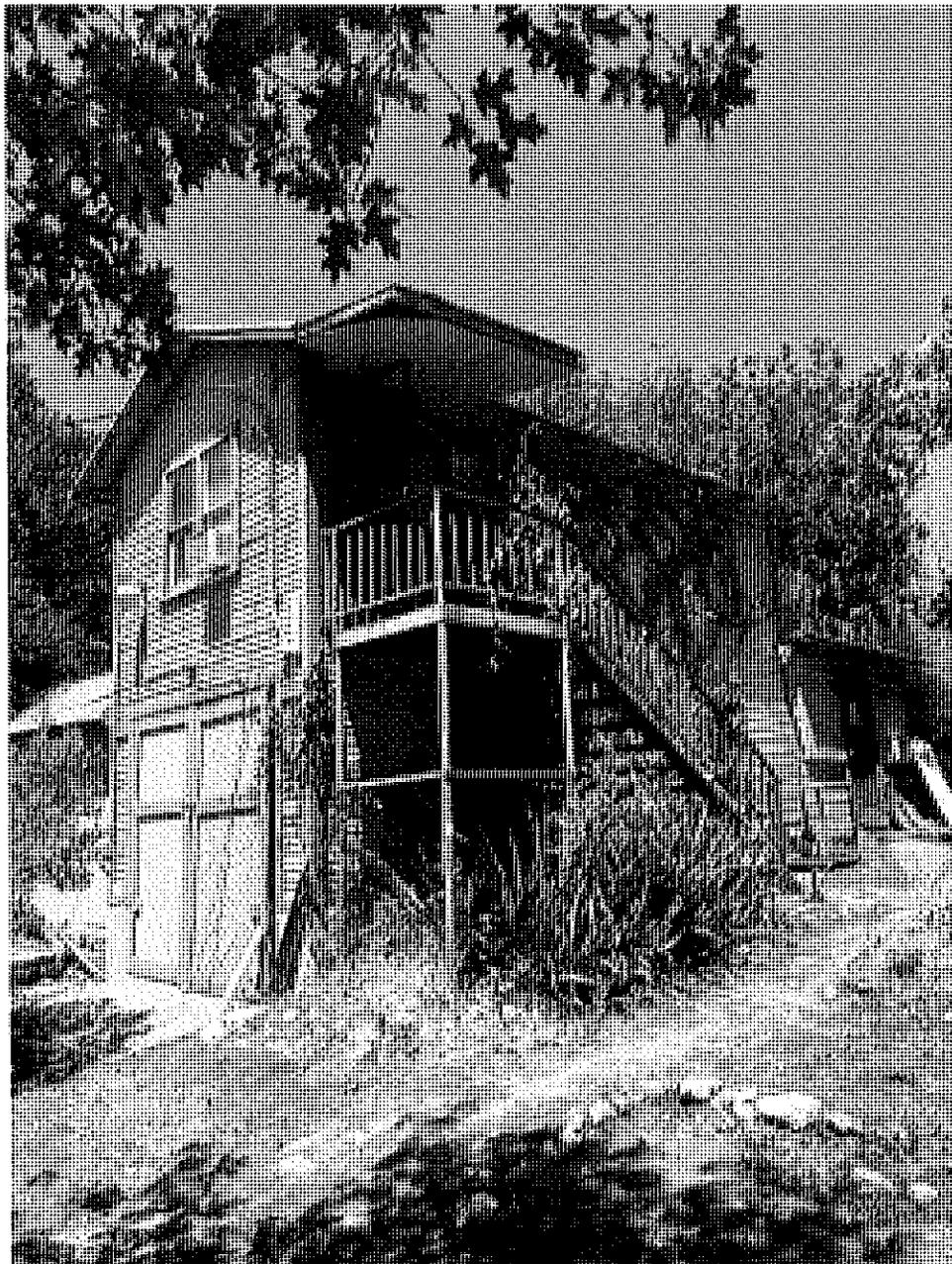
Liza Jensen

From: paul klein <Klein1602@outlook.com>
Sent: Friday, August 18, 2023 7:58 AM
To: John Langan
Cc: Liza Jensen; Sandy Klein; paul klein
Subject: Alpha Home: Surveys Needed

Good morning, John. It's been a couple of years - Alpha Home returns in need of capable assistance.

The structure shown up the driveway in the rear is scheduled to be demolished as part of a larger project. The structure address is 402 Carleton, with a single story addition straddling the property line with 406 Carleton. 402 and 406 were previously surveyed by Intertek-PSI and subsequently renovated. The entire structure, single & 2-story components, will be demolished. Alpha Home will rely on your recommendations as to extent of materials to be surveyed, as well as options for lawful disposal of any lead and/or asbestos.





I have copied Ms. Liza Jensen, Alpha Home CEO, with this request. Please direct any questions and your proposal to her attention.

Thanks again for your continued assistance to Alpha Home!

Paul Klein
klein1602@outlook.com
cell - 210.260.5591

CAP Asbestos & Environmental

Date 12/21/2023 Type Bill Reference 23.033A

Original Amt. 5,500.00

Balance Due 5,500.00

12/21/2023

Discount

Payment 5,500.00

Check Amount

5,500.00

#14

OPERATING ACCOU Garage (Foley) removal of contents

5,500.00



104621

10462

FIRST DRAW FOR	FACILITIES / FOLEY	5,500. ⁰⁰
REMOVAL OF INTERIOR	GARAGE PROJECT	
CONTENTS		

Checks normally prepared by Friday noon for requests received by Thursday noon

* Attached Receipts/Invoices *

Grand Total: 5,500⁰⁰

Signature of Purchaser/Requestor

JOHN A. LOPEZ
Printed Name

Signature of Authorized Person (Supervisor)

L Jensen
Printed Name

#15

MH Contracting LLC
15649 Vista Grande
Helotes, TX 78023 US
mhcontracting78@yahoo.com



Estimate

ADDRESS

John Lopez
Alpha Home
402 Carleton
san antonio, tx 78212

ESTIMATE # 1319
DATE 12/06/2023

original contract bid

ACTIVITY	QTY	RATE	AMOUNT
Services Complete retaining wall with permits, material, and labor according to plans and measurements provided 200' by 36" with 18" underground and 6" thick	1	25,700.00	25,700.00
change order This is estimate for 42"x18" steps 2-3 steps per staircase.	2	1,200.00	2,400.00

we will grade certain areas for Client

SUBTOTAL	28,100.00
TAX	0.00
TOTAL	\$28,100.00

- Draw schedule
- #1 \$8000 initial
 - #2 \$4000 after forms are set
 - #3 \$4000 after 1st pour
 - #4 \$5000 after second forms set
 - #5 \$7100 after final pour

Accepted By

Accepted Date

MH Contracting LLC
15649 Vista Grande
Helotes, TX 78023 US
mhcontracting78@yahoo.com



INVOICE

BILL TO

John Lopez
Alpha Home
402 Carleton
san antonio, tx 78212

INVOICE # 1267
DATE 12/19/2023
DUE DATE 12/19/2023
TERMS Due on receipt

DESCRIPTION	QTY	RATE	AMOUNT
Services Complete retaining wall with permits, material, and labor according to plans and measurements provided 200' by 36" with 18" underground and 6" thick	1	25,700.00	25,700.00
change order This is estimate for 42"x18" steps 2-3 steps per staircase.	2	1,200.00	2,400.00
Sales Curb for driveway	1	2,584.20	2,584.20

we will grade certain areas for Client

Draw schedule

#1 \$8000 initial

#2 \$4000 after forms are set

#3 \$7200 after 1st pour (Retaining wall 1st part, one set of Stairs

#4 \$4000 after second forms set

#5 \$7484.20 after final pour

Well add the cricket to the total this week

SUBTOTAL	30,684.20
TAX	0.00
TOTAL	30,684.20
PAYMENT	19,200.00
BALANCE DUE	\$11,484.20

Business Essential @XXXXXXXXXX@8217 (Continued)

DEBITS AND OTHER WITHDRAWALS		
Date	Description	Amount
12/22	ACH Payment MUTUALOFAMERLIFE PPD 2422629 The Alpha Home	140.00-
12/27	ACH SPECTRUM SPECTRUM PPD 4414906 ALPHA HOMES	143.19-
12/27	ACH SPECTRUM SPECTRUM PPD 4418986 ALPHA HOMES	161.40-
12/27	ACH ONLINE PMTCARD SERVICE CTR WEB 043000093528760	389.29-
12/27	ACH ONLINE PMTCARD SERVICE CTR WEB 043000093517116	1,668.60-
12/27	ACH ONLINE PMTCARD SERVICE CTR WEB 043000093528798	5,426.19-
12/28	ACH TRUST B4652 ALPHA HOME CCD B4652	158.22-
12/28	ACH SALE MH CONTRACTING CCD	7,200.00-
12/28	ACH TAX COL PAYLOCITY CORPOR CCD	16,426.58-
12/28	ACH DIR DEP B4652 ALPHA HOME CCD B4652	63,104.10-
12/29	ACH BILLING B4652 ALPHA HOME CCD B4652	656.75-
12/29	ACH WEB PAY OFCDEPOT ECHECK CCD OfficeDepot	752.14-
12/29	ACH PAYMENT TEXAS MUTUAL WEB 5110050	1,275.32-

PAID CHECK					
Date	Check #	Amount	Date	Check #	Amount
2/07	9249	28.82	12/01	9467	1,607.39
2/07	9300*	26.20	12/01	9468	701.66
2/20	9364*	400.00	12/01	9469	43.00
2/08	9388*	325.00	12/18	9471*	251.50
2/07	9393*	23.58	12/01	9473*	2,300.00
2/20	9404*	108.24	12/07	9474	455.67
2/20	9409*	800.00	12/05	9475	556.96
2/01	9426*	483.25	12/06	9476	860.00
2/01	9441*	2,300.00	12/08	9477	745.85
2/05	9453*	427.00	12/11	9478	500.00
2/01	9466*	853.64	12/11	9479	1,250.00

* Indicates Break In Check Number Sequence

Business Essential @XXXXXXXXXX@8217 (Continued)

		PAID CHECK			
Date	Check #	Amount	Date	Check #	Amount
2/07	9480	63.25	12/12	9498*	50.00
2/06	9481	5,732.68	12/11	9499	65.50
2/04	9482	72.71	12/14	9500	323.41
2/06	9483	2,000.00	12/18	9501	1,800.00
2/07	9484	19.65	12/22	9502	13,260.00
2/07	9485	400.00	12/11	9503	78.82
2/06	9486	100.00	12/11	9505*	8,000.00
2/05	9487	2,296.00	12/18	9506	375.00
2/11	9488	323.00	12/26	9507	55.00
2/05	9489	1,147.50	12/21	9508	260.00
2/21	9491*	533.00	12/26	9509	1,111.71
2/19	9492	206.08	12/22	9511*	1,897.28
2/12	9493	1,677.62	12/22	9513*	246.22
2/13	9494	258.00	12/22	9515*	4,000.00
2/13	9495	2,200.00	12/22	9516	5,500.00
2/18	9496	17.65			

* Indicates Break In Check Number Sequence

DAILY BALANCE SUMMARY

Date	Balance	Date	Balance	Date	Balance
12/01	138,095.80	12/12	243,101.18	12/21	244,534.39
12/04	142,782.02	12/13	260,160.69	12/22	219,538.99
12/05	138,872.90	12/14	170,516.10	12/26	235,933.71
12/06	140,210.50	12/15	169,855.90	12/27	228,195.04
12/07	139,193.33	12/18	173,705.78	12/28	214,415.34
12/08	138,122.48	12/19	178,811.73	12/29	232,416.14
12/11	143,602.42	12/20	200,953.00		

-----END OF STATEMENT-----

MH Contracting, LLC

12/21/2023

2nd draw -ret. wall 402-06 Calreton

4,000.00

OPERATING ACCOU 2nd draw -ret. wall 402-06 Calreton

4,000.00



104621

10462

Rev 3/19

2ND DRAW FOR	FACILITIES / CALRETON	4,000.00
FOLEYS GARAGE		

Checks normally prepared by Friday noon for requests received by Thursday noon

* Attached Receipts/Invoices *

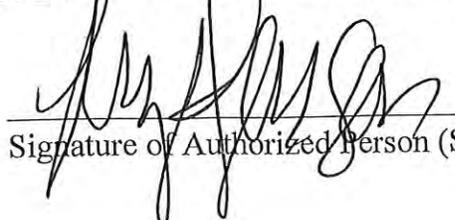
Grand Total: 4,000.00



 Signature of Purchaser/Requestor

JOHN A. LOPEZ

 Printed Name



 Signature of Authorized Person (Supervisor)

L Jensen

 Printed Name

MH Contracting, LLC

Date 12/8/2023 Type Bill Reference 402 Carleton 1

Original Amt. 8,000.00

Balance Due 8,000.00

12/8/2023 Discount Check Amount

Payment 8,000.00 8,000.00

OPERATING ACCOU Draw 1 for retaining wall build 402 Carleton

8,000.00



Rev 3/18

104621

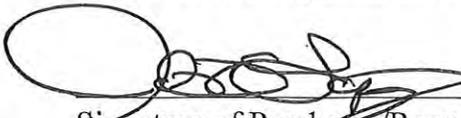
10462

FIRST DRAW FOR	FACILITIES / 402 CARLETON	8,000.00
RETAINING WALL		
BUILD AT 402		
CARLETON CT.		

Checks normally prepared by Friday noon for requests received by Thursday noon

* Attached Receipts/Invoices *

Grand Total: 8,000.00


Signature of Purchaser/Requestor

JOHN A LOPEZ
Printed Name

Signature of Authorized Person (Supervisor)

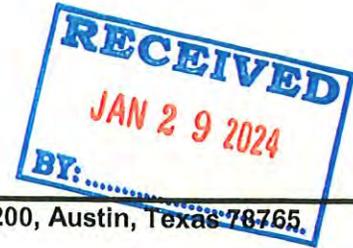
Printed Name

Foley's Garage

Opiela Mechanical, Inc.

6177 W Laguna Rd.
San Antonio, Texas 78223
Phone (210) 633-2431 Fax (210) 633-3943

#16



Licensed by: Texas State Board of Plumbing Examiners, P.O. Box 4200, Austin, Texas 78765.
1-800-845-6584 ~ www.tsbpe.state.tx.us
Master License # PM - 16663

Invoice For Payment

Name: Alpha Homes
Address: 419 E Magnolia
City/State: San Antonio, Texas 78212
Attention: 726-888-2977 ~ John Lopez

Invoice # 25950
Date: January 26, 2024

Job Name: 402 Carleton Court
Project #: 21358

Description of Work Performed by: Ruben O, Ruben C

Responded to Service Request.

12/21/2023 Our plumbing crew disconnected gas at water heater in garage and capped the line under the house.

1 Man hours - Plumber/Helper	Labor	\$	105.00
Sales Tax Status:	Material	\$	10.00
Commercial Service	Equipment	\$	-
Tax Exempt Entity	Sub-Total	\$	115.00
	Sales Tax	\$	-
	TOTAL DUE	\$	115.00

Payment due within 30 days of Invoice Date.

Comments:

Please call with any questions!

Thanks and Have A Great Day!
Frank Opiela

The undersigned contractor certifies that the work covered by this application for payment has been completed in accordance with the contract documents. All accounts are due and payable at our office at 6177 W Laguna Rd. San Antonio, Texas 78223. Phone (210) 633-2431 Fax (210) 633-3943.

NOTE: WE ARE NOW ACCEPTING CREDIT/DEBIT CARD PAYMENTS.

Beth Tankersley
Beth Tankersley

Plumbing Contractor - Site Utilities - Hydronic Piping

Factura MJG

PJ #17

Goprosolutions , 8002 cerezo , San Antonio TX 78250, Estados Unidos

PARA Manuel Gobin

Alpha Home
419 E Magnolia
San Antonio TX 78212
Estados Unidos

N° de factura: 005
Fecha de emisión: dic 27, 2023
Vencimiento: dic 27, 2023

Forma de pago: Transferencia

N° de factura: 005	Fecha de emisión: dic 27, 2023	Vencimiento: dic 27, 2023	Total a pagar \$250.00
-----------------------	-----------------------------------	------------------------------	---------------------------

Descripción	Cantidad	Precio (\$)	Importe (\$)
electrical Remove 240v 60 amp breaker , remove wire line to back garage building , remove out side pipe on back bulging and wire and breakers on garage panel	1	250.00	250.00
Total (USD):			\$250.00



SAN ANTONIO ENV DEPT
 SAN ANTONIO, TX 78216-7071
 (210) 342-9377

Federal ID 37-0962090

Professional Service Industries, Inc.
 www.psiusa.com

#18

ALPHA HOME
 419 E. MAGNOLIA
 SAN ANTONIO TX 78212
 USA

ALPHA HOME
 419 E. MAGNOLIA
 SAN ANTONIO TX 78212

Customer #	Purchase Order	Project Number	Date	Invoice #	Page
1206820	406989	04356025	09/29/23	00896682	0001

Project: ALPHA HOME-ASB & LBP

Date	Work Order Nbr	Description	Quantity	Unit Cost	Amount
09/29/23	04356025-1	Asbestos and Lead-Based Paint Inspections Garage/Apartment, 402-406 Carleton Ct. San Antonio, Texas 78212 Attn: Ms. Liza Jensen CEO ljensen@alphahome.org ASBESTOS/LEAD SURVEY	1.00	1,800.00	1,800.00

Invoice Total:	\$1,800.00
Balance Due:	\$1,800.00

TERMS: NET 30 DAYS. A SERVICE CHARGE OF 1.5% PER MONTH, WHICH IS AN ANNUAL PERCENTAGE RATE OF 18% WILL BE ADDED TO ALL DUE ACCOUNTS. FOR QUESTIONS REGARDING THIS INVOICE, PLEASE CALL THE PHONE NUMBER ABOVE.

To assure proper credit to your account, please return with your check made payable to PSI.

Please mail remittance to:

Customer #	Invoice #	Project Number	Amount Enclosed
1206820	00896682	04356025	

Professional Service Industries, Inc.
 PO Box 74008418
 Chicago, IL 60674-8418



3 Burwood Lane
San Antonio, TX 78216
phone: (210) 342-9377

intertek.com/building
psiusa.com

August 25, 2023

Alpha Home
419 E. Magnolia
San Antonio, Texas 78212

Attn: Ms. Liza Jensen, CEO

RE: Asbestos & Lead-Based Paint Survey/Inspection
Services
Residential Structure
Behind 402 & 406 Carleton Court
San Antonio, Texas
PSI Proposal No.: 406989

Dear Ms. Jensen:

Professional Service Industries, Inc. (PSI) is pleased to submit the following proposal for the asbestos and lead-based paint inspection services requested for the structure located behind the residential structure at 402 Carleton Court in San Antonio, Texas. PSI understands that the client is requesting assessment services based on the age of construction (1925), and to comply with regulations prior to demolition work. This work will determine the presence and location of asbestos-containing materials (ACM) and lead-based paint (LBP).

PSI proposes to perform the asbestos and lead-based paint survey/inspection services in general compliance with Federal and State regulations using a team of Texas Department of State Health Services (DSHS) licensed Asbestos Consultants, Lead Risk Assessors, and Inspectors. Non-destructive sampling methods will be utilized unless otherwise directed. PSI will contact you before beginning any of the inspection work to coordinate access to the areas. The work will be performed during weekdays (7:00 AM to 6:00 PM) as much as access to the survey area is permitted. Complete access to all areas of the structure, including the roof, must be provided. Please be advised that if roof samples are requested, PSI will only provide a temporary patch of the roofs in areas where bulk samples are collected and does not warrant against future water leaks. If available, construction drawings of the building on CADD would be appreciated.

The purpose of the survey/inspection services is to determine whether lead-based paint (LBP) or asbestos-containing materials (ACM) are present, to define the nature and condition of assumed or confirmed LBP or ACM, and to provide recommendations on the removal of assumed or confirmed LBP or ACM.

Analysis of asbestos bulk samples collected will be performed by PSI's DSHS licensed laboratory on a normal turnaround basis. The suspect ACM bulk samples will be analyzed by Polarized Light Microscopy with dispersion staining. If requested and at additional cost, ACBM bulk samples with a confirmed content of 10% or less can be analyzed utilizing the point count method.

The asbestos and lead-based paint survey/inspection reports will be prepared at the completion of the fieldwork. Estimated extents and locations of ACM, as well as recommendations on the removal of these materials, will be included.

SCOPE OF SERVICES

PSI proposes to provide the following services:

Field Services

- Visual inspection by DSHS licensed personnel to determine the presence and approximate locations of exposed and/or accessible LBP and ACM.
- Bulk sampling of suspect ACM in accordance with DSHS guidelines.
- LBP inspection using an XRF lead paint analyzer.

Laboratory Services

- Bulk sample analysis of up to 24 samples of suspect ACBM by polarized light microscopy with dispersion staining (PLM/DS).
- Standard quality control program with ACM bulk sample re-analysis.

Final Reports

- Survey and sampling methodology.
- Extent and location of LBP & ACM.
- Recommendations for LBP & ACM identified.
- Estimated cost for remediation of ACM identified.
- Analytical results and chain-of-custody documentation.

SCHEDULE

PSI proposes to deliver the final reports in approximately ten to fifteen (10-15) working days after written authorization to proceed has been received. Please be advised that completion of the project may be affected by access to the building and other factors.

PROFESSIONAL FEE

It is proposed that the fee for the performance of the LBP, ACM and mold/IAQ survey/inspections as outlined above be a lump sum fee basis of up to 924 samples for the following:

Asbestos Survey.....	\$950.00
Lead-Based Paint Survey.....	\$850.00
TOTAL.....	\$1,800.00

If more than 24 samples are required, they will be analyzed for an additional \$15.00 per sample. It is also proposed that the scope of work outlined above be performed pursuant to the General Conditions attached herewith and incorporated into the proposal.

COMMENCEMENT OF WORK

We appreciate the opportunity to propose on your project. After reviewing this proposal, if you have any questions, please feel free to contact us. The project can be scheduled upon receipt of a signed copy of this proposal. We look forward to working with you.

Respectfully Submitted,
PROFESSIONAL SERVICE INDUSTRIES, INC.

A handwritten signature in black ink, appearing to read "John Langan", with a stylized flourish extending to the right.

John Langan
Department Manager

Attachments: Proposal Authorization & Payment Instructions
 PSI General Conditions

ATTACHMENTS

PROPOSAL AUTHORIZATION & PAYMENT INSTRUCTIONS

Authorization

To execute this proposal, please sign and complete the authorization information below along with applicable payment instructions and return one copy of the authorized proposal to our office.

Authorized By (please print) Mary E Jensen Signature Mary Jensen

CEO Title Alpha Home
Firm

419 E. Magnolia Ave Address

SA City TX State 78212 Zip Code 210-785-3003 Telephone

8/28/2023 Date 406989 Purchase Order No. / Project Tracking No. (if applicable)

Payment Instructions

If invoice payment is to be made by a party other than the authorizing party above, please provide the following information for whom the invoices are to be billed:

Alpha Home Firm Sally Cook Attention

P.O. Box 15440 Address Accounting Assistant Title

SA City TX State 78212 Zip Code 210-785-3004 Telephone

Authorizing Party's Relationship to Invoice Payment Party

Recommendations

- CHECK HERE to exclude recommendations from the report
- CHECK HERE to include recommendations in a separate cover letter

Reliance Parties

Please include the following additional parties in the reliance for the report:

GENERAL CONDITIONS

1. **PARTIES AND SCOPE OF WORK:** Professional Service Industries Inc. ("PSI") shall include said company or its particular division, subsidiary or affiliate performing the work. "Work" means the specific service to be performed by PSI as set forth in PSI's proposal, Client's acceptance thereof and these General Conditions. Additional work ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the work to be done by PSI. If Client is ordering the work on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said work. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the client is adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of PSI's work. PSI shall have no duty or obligation to any third party greater than that set forth in PSI's proposal, Client's acceptance thereof and these General Conditions. The ordering of work from PSI, or the reliance on any of PSI's work, shall constitute acceptance of the terms of PSI's proposal and these General Conditions, regardless of the terms of any subsequently issued document.
2. **TESTS AND INSPECTIONS:** Client shall cause all tests and inspections of the site, materials and work performed by PSI or others to be timely and properly performed in accordance with the plans, specifications and contract documents and PSI's recommendations. No claims for loss, damage or injury shall be brought against PSI by Client or any third party unless all tests and inspections have been so performed and unless PSI's recommendations have been followed. Client agrees to indemnify, defend and hold PSI, its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or PSI's recommendations are not so followed.
3. **PREVAILING WAGES:** This proposal specifically excludes compliance with any project labor agreement, labor agreement, or other union or apprenticeship requirements. In addition, unless explicitly agreed to in the body of this proposal, this proposal specifically excludes compliance with any state or federal prevailing wage law or associated requirements, including the Davis Bacon Act. It is agreed that no applicable prevailing wage classification or wage rate has been provided to PSI, and that all wages and cost estimates contained herein are based solely upon standard, non-prevailing wage rates. Should it later be determined by the Owner or any applicable agency that in fact prevailing wage applies, then it is agreed that the contract value of this agreement shall be equitably adjusted to account for such changed circumstance. Client will reimburse, defend, indemnify and hold harmless PSI from and against any liability resulting from a subsequent determination that prevailing wage regulations cover the Project, including all costs, fines and attorney's fees.
4. **SCHEDULING OF WORK:** The services set forth in PSI's proposal and Client's acceptance will be accomplished by PSI personnel at the prices quoted. If PSI is required to delay commencement of the work or if, upon embarking upon its work, PSI is required to stop or interrupt the progress of its work as a result of changes in the scope of the work requested by Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of PSI, additional charges will be applicable and payable by Client.
5. **ACCESS TO SITE:** Client will arrange and provide such access to the site and work as is necessary for PSI to perform the work. PSI shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its work or the use of its equipment.
6. **CLIENT'S DUTY TO NOTIFY ENGINEER:** Client warrants that it has advised PSI of any known or suspected hazardous materials, utility lines and pollutants at any site at which PSI is to do work, and unless PSI has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, Client agrees to defend, indemnify and save PSI harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to PSI's performance of its work and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to PSI by Client.
7. **RESPONSIBILITY:** PSI's work shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. PSI shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. PSI's work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. Client agrees that it shall require subrogation to be waived against PSI and for PSI to be added as an Additional Insured on all policies of insurance, including any policies required of Client's contractors or subcontractors, covering any construction or development activities to be performed on the project site. PSI has no right or duty to stop the contractor's work.
8. **SAMPLE DISPOSAL:** Test specimens will be disposed immediately upon completion of the test. All drilling samples will be disposed sixty (60) days after submission of PSI's report.
9. **PAYMENT:** The quantities and fees provided in this proposal are PSI's estimate based on information provided by Client and PSI's experience on similar projects. The actual total amount due to PSI shall be based on the actual final quantities provided by PSI at the unit rates provided herein. Where Client directs or requests additional work beyond the contract price it will be deemed a change order and PSI will be paid according to the fee schedule. Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay PSI's cost of collection of all amounts due and unpaid after thirty (30) days, including court costs and reasonable attorney's fees. PSI shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement, any provision wherein PSI waives any rights to a mechanics' lien, or any provision conditioning PSI's right to receive payment for its work upon payment to Client by any third party. These General Conditions are notice, where required, that PSI shall file a lien whenever necessary to collect past due amounts. Failure to make payment within 30 days of invoice shall constitute a release of PSI from any and all claims which Client may have, whether in tort, contract or otherwise, and whether known or unknown at the time.
10. **ALLOCATION OF RISK: CLIENT AGREES THAT PSI'S SERVICES WILL NOT SUBJECT PSI'S INDIVIDUAL EMPLOYEES, OFFICERS OR DIRECTORS TO ANY PERSONAL LIABILITY, AND THAT NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, CLIENT AGREES THAT ITS SOLE AND EXCLUSIVE REMEDY SHALL BE TO DIRECT OR ASSURE ANY CLAIM, DEMAND, OR SUIT ONLY AGAINST PSI. STATEMENTS MADE IN PSI REPORTS ARE OPINIONS BASED UPON ENGINEERING JUDGMENT AND ARE NOT TO BE CONSTRUED AS REPRESENTATIONS OF FACT. SHOULD PSI OR ANY OF ITS EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON PSI'S WORK AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF PSI, ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO \$25,000.00 OR THE TOTAL AMOUNT OF THE FEE PAID TO PSI FOR ITS WORK PERFORMED ON THE PROJECT, WHICHEVER AMOUNT IS GREATER. IN THE EVENT CLIENT IS UNWILLING OR UNABLE TO LIMIT PSI'S LIABILITY IN ACCORDANCE WITH THE PROVISIONS SET FORTH IN THIS PARAGRAPH, CLIENT MAY, UPON WRITTEN REQUEST OF CLIENT RECEIVED WITHIN FIVE (5) DAYS OF CLIENT'S ACCEPTANCE HEREOF, INCREASE THE LIMIT OF PSI'S LIABILITY TO \$250,000.00 OR THE AMOUNT OF PSI'S FEE PAID TO PSI FOR ITS WORK ON THE PROJECT, WHICHEVER IS THE GREATER, BY AGREEING TO PAY PSI A SUM EQUIVALENT TO AN ADDITIONAL AMOUNT OF 5% OF THE TOTAL FEE TO BE CHARGED FOR PSI'S SERVICES. THIS CHARGE IS NOT TO BE CONSTRUED AS BEING A CHARGE FOR INSURANCE OF ANY TYPE, BUT IS INCREASED CONSIDERATION FOR THE GREATER LIABILITY INVOLVED. IN ANY EVENT, ATTORNEY'S FEES EXPENDED BY PSI IN CONNECTION WITH ANY CLAIM SHALL REDUCE THE AMOUNT AVAILABLE, AND ONLY ONE SUCH AMOUNT WILL APPLY TO ANY PROJECT. NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT, OR OTHERWISE, MAY BE BROUGHT AGAINST PSI, ARISING FROM OR RELATED TO PSI'S WORK, MORE THAN TWO YEARS AFTER THE CESSATION OF PSI'S WORK HEREUNDER, REGARDLESS OF THE DATE OF DISCOVERY OF SUCH CLAIM. NEITHER PARTY SHALL BE LIABLE TO THE OTHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND BREACH OF STATUTORY DUTY) OR OTHERWISE FOR LOSS OF PROFIT (WHETHER DIRECT OR INDIRECT) OR FOR ANY INDIRECT, CONSEQUENTIAL, PUNITIVE, OR SPECIAL LOSS OR DAMAGE, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, REVENUE, BUSINESS, OR ANTICIPATED SAVINGS (EVEN WHEN ADVISED OF THEIR POSSIBILITY).**
11. **INDEMNITY:** Subject to the above limitations, PSI agrees not to defend but to indemnify and hold Client harmless from and against any and all claims, suits, costs and expenses including reasonable attorney's fees and court costs to the extent arising out of PSI's negligence as finally determined by a court of law. Client shall provide the same protection to the extent of its negligence. In the event that Client or Client's principal shall bring any suit, cause of action, claim or counterclaim against PSI, the Client and the party initiating such action shall pay to PSI the costs and expenses incurred by PSI to investigate, answer and defend it, including reasonable attorney's and witness fees and court costs to the extent that PSI shall prevail in such suit.
12. **TERMINATION:** This Agreement may be terminated by either party upon seven days' prior written notice. In the event of termination, PSI shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses.
13. **EMPLOYEES/WITNESS FEES:** PSI's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay PSI's legal expenses, administrative costs and fees pursuant to PSI's then current fee schedule for PSI to respond to any subpoena. For a period of one year after the completion of any work performed under this agreement, Client agrees not to solicit, recruit, or hire any PSI employee or person who has been employed by PSI within the previous twelve months. In the event Client desires to hire such an individual, Client agrees that it shall seek the written consent of PSI, and shall pay PSI an amount equal to one-half of the employee's annualized salary, without PSI waiving other remedies it may have.
14. **FIDUCIARY:** PSI is not a financial advisor, does not provide financial advice or analysis of any kind, and nothing in our reports can create a fiduciary relationship between PSI and any other party.
15. **CHOICE OF LAW AND EXCLUSIVE VENUE:** All claims or disputes arising or relating to this agreement shall be governed by, construed, and enforced in accordance with the laws of Illinois. The exclusive venue for all actions or proceedings arising in connection with this agreement shall be either the Circuit Court in DuPage County, Illinois, or the Federal Court for the Northern District of Illinois.
16. **PROVISIONS SEVERABLE:** The parties have entered into this agreement in good faith, and it is the specific intent of the parties that the terms of these General Conditions be enforced as written. In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.
17. **ENTIRE AGREEMENT:** This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.

Alpha Home- Drainage & Foundation Repair Costs

#19

Counselor (402 Carleton Court) - Foundation Repair included the following:

Termites in the foundation beams	\$ 2,250.00
Maverick (flooring/threshold damage repair) 2 payments	\$ 20,162.00
Alamo Handyman, LLC (repair skirting/paint)	\$ 11,542.00
Black Tie Plumbing (repair perma-pier foundation)	\$ 750.00
CAP Asbestos & Environmental	\$ 17,600.00
Perma Pier Foundation (2 payments)	\$ 13,500.00
Perma Pier Engineering report	\$ 4,956.00
Rat Pack storage to evacuate building	\$ 1,143.00
Perma Pier sewer drain & hydrostatic test	\$ 150.00
Total	\$ 72,053.00

Wellness Clinic (406 Carleton Court) - Foundation repair including the following:

Paint masters (enture house painted to match skirting)	\$ 10,835.00
PSI asbestos & lead paint survey	\$ 1,550.00
CAP skirt sliding tile, rotten wood	\$ 9,120.00
Leveling foundation	\$ 4,965.00
City Permit	\$ 185.00
Total	\$ 26,655.00

Garage-Cost for project

TK Custom engineer report on demo/rebuild	\$ 700.00
Garage Removal of contents	\$ 5,500.00
MH Contracting (retaining wall initial draw)	\$ 8,000.00
MH Contracting (retaining wall repair existing wall)	\$ 4,000.00
MH Contracting (change order steps, half project)	\$ 7,200.00
Opiel Mechanical (disconnect utilities gas/water/electricity)	\$ 115.00
Goprosolutions (remove amp breaker, wire, side pipe, garage panel)	\$ 250.00
PSI (asbestos/lead-based paint survey/inspection)	\$ 1,800.00
Total	\$27,565.00

GRAND TOTAL \$ 126,273.00

#19

PROJECT NAME: ALPHA HOUSE

DATE: MAY 2022
 SHEET: 1 OF 1
 DRAWING NO.: 9124-23
 PROJECT NO.:
 REFERENCE:



POINT #	MARKING	LENGTH	BEARING	PLAT REFERENCE
1	1/4" IRON PIN	12.34	S 89° 12' 34" W	PLAT 101
2	1/4" IRON PIN	15.67	S 78° 45' 12" W	PLAT 101
3	1/4" IRON PIN	18.90	S 67° 23' 45" W	PLAT 101
4	1/4" IRON PIN	21.12	S 56° 12' 34" W	PLAT 101

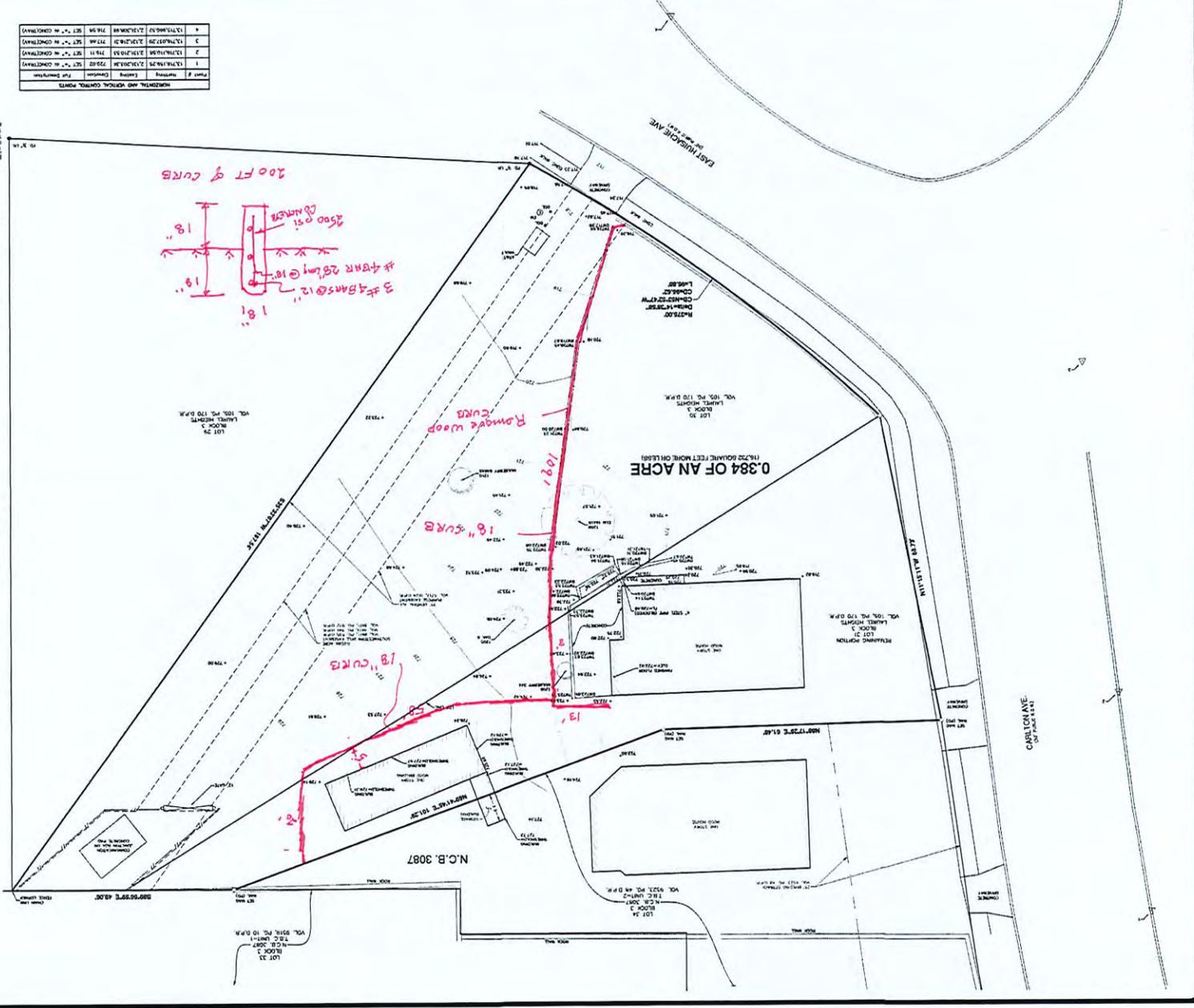
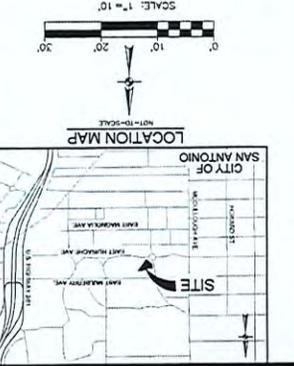
BOUNDARY AND PARTIAL TOPOGRAPHIC SURVEY
 A PROFESSIONAL SURVEY WAS MADE TO ESTABLISH THE BOUNDARY AND PARTIAL TOPOGRAPHIC SURVEY OF THE PROPERTY DESCRIBED IN THE PLAT REFERENCED ABOVE. THE SURVEY WAS MADE IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE BOARD OF SURVEYING AND MAPS, STATE OF TEXAS, AND THE RULES AND REGULATIONS OF THE CITY OF SAN ANTONIO, TEXAS.

Pape-Dawson Engineers
 1100 W. LOOP WEST, SUITE 100, SAN ANTONIO, TEXAS 78207
 TEL: 214.343.1111 FAX: 214.343.1112
 WWW.PAPE-DAWSON.COM

DATE	DESCRIPTION

NOTES:
 1. COORDINATE POINTS AND SURFACE VALUES REPORTED IN THIS SURVEY WERE OBTAINED FROM THE STATE AERIAL PHOTOGRAPHIC SURVEY OF THE CITY OF SAN ANTONIO, TEXAS. THE SURVEY WAS MADE IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE BOARD OF SURVEYING AND MAPS, STATE OF TEXAS, AND THE RULES AND REGULATIONS OF THE CITY OF SAN ANTONIO, TEXAS.

- SYMBOL LEGEND**
- 1/4" IRON PIN
 - 1/2" IRON PIN
 - 3/4" IRON PIN
 - 1" IRON PIN
 - 1 1/2" IRON PIN
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 - 3" IRON PIN
 - 4" IRON PIN
 - 6" IRON PIN
 - 8" IRON PIN
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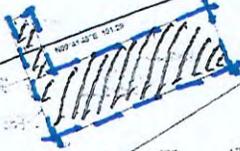
DATE: MAY 2022
 SHEET: 1 OF 1
 DRAWING NO.: 9124-23
 PROJECT NO.:
 REFERENCE:

CARLETON CT.

406



N.C.B. 3087

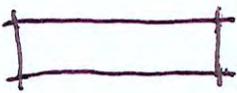


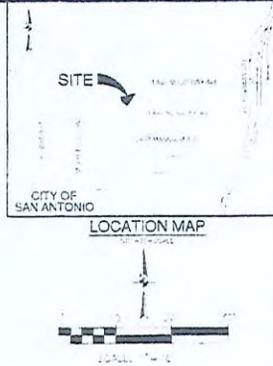
402



0.384 OF AN ACRE

 DENOTES
DEMOLITION
PROPOSED.

 DENOTES
EXISTING
ALPHA HOME
STRUCTURES



NOTES
1. THIS SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE SURVEYING ACT OF 1909 AND THE SURVEYING ACT OF 1933.
2. THE SURVEY WAS CONDUCTED ON THE DATE INDICATED IN THE TITLE BLOCK.
3. THE SURVEY WAS CONDUCTED BY THE SURVEYOR INDICATED IN THE TITLE BLOCK.

LINE LEGEND
--- BOUNDARY LINE
--- EASEMENT

ORIENTATION
N
S
E
W

SYMBOL LEGEND
○ BOUNDARY POINT
● BOUNDARY POINT
+ BOUNDARY POINT
+ BOUNDARY POINT

TREE LEGEND
○ TREE
○ TREE
○ TREE

LEGEND
--- BOUNDARY LINE
--- EASEMENT

RESERVED
THIS SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE SURVEYING ACT OF 1909 AND THE SURVEYING ACT OF 1933.
THE SURVEY WAS CONDUCTED ON THE DATE INDICATED IN THE TITLE BLOCK.
THE SURVEY WAS CONDUCTED BY THE SURVEYOR INDICATED IN THE TITLE BLOCK.

HORIZONTAL AND VERTICAL CONTROL POINTS	
1	1000000.000
2	1000000.000
3	1000000.000
4	1000000.000
5	1000000.000
6	1000000.000
7	1000000.000
8	1000000.000
9	1000000.000
10	1000000.000

DATE	1/1/2024
REVISION	
NO.	1

PAPE-DAWSON ENGINEERS
 1100 SOUTH BAY SAUVAGE BLVD. SUITE 100
 SAN ANTONIO, TEXAS 78204
 TEL: 214-343-1100 FAX: 214-343-1101
 WWW.PAPE-DAWSON.COM

BOUNDARY AND PARTIAL TOPOGRAPHIC SURVEY
 CARLETON CT. ALPHA HOME
 1100 SOUTH BAY SAUVAGE BLVD. SUITE 100
 SAN ANTONIO, TEXAS 78204
 TEL: 214-343-1100 FAX: 214-343-1101
 WWW.PAPE-DAWSON.COM

PROJECT NO.	9124-23
DATE	1/1/2024
SCALE	AS SHOWN
SHEET NO.	1
TOTAL SHEETS	1

PROJECT NAME: ALPHA HOUSE

OHP APPLICATION FOR CERTIFICATE OF APPROPRIATENESS
DEMOLITION OF EXISTING STORAGE OUTBUILDING
ALPHA HOME, INC.
402-406 CARLETON CT.
DECEMBER 2023



VIEW FROM CARLETON CT: STRUCTURE PROPOSED FOR DEMOLITION AT REAR
(Left: 406 Carleton Ct. / Right: 402 Carleton Ct.)



STRUCTURE PROPOSED FOR DEMOLITION



STRUCTURE PROPOSED FOR DEMOLITION

Counselor House Foundation



Counselor House Foundation



Wellness Clinic Foundation



Building not used due unstable stairs

