

R. MICHAEL GRAY, P.E.

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**PROFESSIONAL ENGINEERING CONSULTING AND INSPECTION SERVICES – PRE-COVERUP
(TOP OUT) CONSTRUCTION WORKMANSHIP INSPECTION AGREEMENT
(please read carefully – this is a binding legal agreement)**

DEFINITIONS: When used in this agreement, the words “we”, “us”, “my”, “I”, “me” and “our” refer to R. Michael Gray. The terms “you” and “your” refer to the client named below.

OWNERSHIP OF THE REPORT:

This agreement is for the provision of a professional service in the form of an inspection of a house under construction. A written report summarizing our findings and opinions will be provided to the client. The report will be copyrighted by me and is and will remain my property. The client is authorized to use the report within the restrictions specified in this agreement. No other use is authorized.

METHOD OF INSPECTION:

The inspection methodology will not be a formal engineering inspection/analysis; the inspection is limited in the scope and the amount of time spent at the site; therefore, no special testing or diagnostic inspections will be performed. The inspector will not employ any instruments to aid in the inspection, employ any destructive testing, or make any formal engineering calculations. It is expressly pointed out that the inspection process will be preliminary in scope and restricted to the use of the inspector's visual and/or auditory sensory ability to make observations. For these reasons, the inspection process is not diagnostically and/or technically exhaustive. Many of the performance characteristics will be judged indirectly by the visible condition of the surfaces and/or components open to view and sounds produced during the equipment operation. Observations will be made (if possible) of the item being inspected; however, these observations will be limited to only those areas open to view without moving any item which is blocking the view.

PURPOSE OF INSPECTION:

The purpose of this inspection was to make visual on-site observations of the workmanship evident in the construction of the building. The observations will provide information as to the overall quality of workmanship utilized in the fabrication of the building, with the most significant irregularities being pointed out for your consideration. A list of the observed irregularities and suspected defects will be provided. These observations are made to provide a basis for the opinions which will be stated in the body of this report. Most of the observed irregularities will be in need of repair or correction to some extent, but it is suggested that the extent and need for repair be discussed with the general contractor responsible for the construction of the property. The list of anomalies is not claimed to be the complete list of irregularities that exist, but a representative list used to form an opinion as to the quality of workmanship utilized in the building fabrication.

SCOPE OF OFFERED INSPECTION:

General: In the conduct of the inspection, we do not perform any action that, in our judgment, could damage the property or endanger the safety of the inspector or any other person. Although care is taken in the performance of the inspection, R. Michael Gray makes no representations regarding any latent, concealed or obstructed defects that may exist. The inspection report is not fully exhaustive nor does it imply that every component was inspected or that every possible defect was discovered and reported. For example, when the building contains a number of like-type items (such as receptacles or windows) a representative sample of each is inspected. The report will be based on our observations of the visible and apparent condition of the building and its components on the date of the

inspection.

It is expressly pointed out that the inspection process is preliminary in scope and restricted to the use of the inspector's visual and/or auditory sensory ability to make observations. The opinions formulated by the inspector will be based on perceived conditions as compared to the inspector's personal knowledge and/or experience and will, therefore, be subjective and not based upon any Code requirements, manufacturer requirements and/or performance standards and/or compliance with any Federal, State or local codes, lender requirements and/or other legal requirements. The content of the report should be considered as a first impression opinion of apparent structural and/or mechanical performance; therefore, the observations of the structure by a different professional can result in differing opinions and/or conclusions.

Specific Home Inspection Scope Provisions: The scope of the home inspection is restricted to the following:

On-site visual observations of evidences of workmanship utilized in fabrication of the building included, but are not necessarily limited to, the following: the building structure, evidences and consequences of differential movement in the building foundation, the roof, site work, mechanical and electrical equipment installation, the insulation, and other aspects of the building fabrication process which have a bearing on the overall quality of the building fabrication.

Mechanical and electrical equipment are not operated since they are either not installed or are not operational at the time of the inspection. The plumbing rough-in is checked where visible. Inspection for hazardous gases or materials, such as radon or asbestos, or for latent defects in the roof, foundation, or structure, is considered beyond the scope of this inspection. This inspector has not been trained to detect such materials, and no tests are performed to discover any latent defects in the foundation, structure, roof, or maintenance of the building that may become evident after the owner takes possession of the building.

POST INSPECTION PROCEEDINGS:

Questions and Problems: We are available without charge for telephone consultations.

Assignment: This agreement is a personal agreement between you and R. Michael Gray. No person other than you has a right to rely on the contents of this agreement or on the inspection report for any reason whatsoever.

Certificate of Merit: The client shall make no claim of professional negligence unless the client has first provided me with a written certification executed by an independent Texas Professional Engineer currently practicing in the area of house inspections in the Greater Houston Area for home buyers. The certification shall: a) contain the name and license number of the certifier; b) specify the acts or omissions that the certifier contends are not in conformance with the standard of care for a registered structural engineer performing professional services under similar circumstances; and c) state in detail the basis for the certifier's opinion that such acts or omissions do not conform to the standard of care. This certificate shall be provided to me not less than thirty (30) days prior to the presentation of any claim, or the institution of any arbitration or legal proceeding. This certificate of merit clause will take precedence over any existing state law in force at the time of the claim or demand for arbitration.

Limitation of Inspection and Liability: The inspection is offered for a limited, fixed fee and is performed within a limited amount of time. Our liability, therefore, is limited, specifically by the following terms and conditions.

Limitation of Inspection: This report is neither an expressed nor implied warranty and/or guarantee as to future life and/or performance of the items inspected. Since the inspection procedure is visual only and is not intended or designed to be diagnostically and/or technically exhaustive, an inherent risk remains that undiscovered problems exist and/or future problems will develop. For these reasons, it is not intended to be, nor should it be implied, that the inspection process could or is intended to identify and/or discover all defects of whatever nature. Client agrees not to rely on the report as the basis for the establishment of property values, for the purchase of the building or for obtaining any type of financial arrangements. Client acknowledges that I am not an insurer and it is not the intent and/or purpose of this inspection procedure to provide client with a risk free

purchase or usage of the structure. The purpose of this inspection is to identify (if possible) those items (noted above) which appear in need of immediate repair and which lend themselves to discovery by a visual process; therefore, there are no expressed or implied warranties that all problems and/or existing defects of any and all nature have been discovered and noted in the report.

Maximum Liability: Since this is a preliminary visual inspection, it is not possible to eliminate all risks involved in the purchase and/or ownership of the subject property. Client agrees, to the fullest extent provided by law, that our liability for all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of the engineer to the client shall not exceed amount of the fee paid for the inspection and report. This limitation shall apply regardless of the cause of action or the legal theory pled or asserted specifically including, but not limited to, negligence. This clause is a material inducement for you and me to enter into this agreement.

ACKNOWLEDGMENT: THE UNDERSIGNED HAS REVIEWED THIS DOCUMENT, UNDERSTANDS ITS CONTENT AND AGREES TO THE TERMS AND CONDITIONS CONTAINED HEREIN SPECIFICALLY INCLUDING THE CLAUSE TITLED MAXIMUM LIABILITY. THE CLIENT FURTHER REPRESENTS AND WARRANTS THAT HE OR SHE HAS FULL AND COMPLETE AUTHORITY TO EXECUTE THIS CONTRACT ON BEHALF OF ANY SPOUSE, AND TO FULLY BIND ANY SPOUSE TO ALL THE TERMS, CONDITIONS, EXCLUSIONS AND LIMITATIONS OF THIS AGREEMENT.

Client Signature	Printed Name of Client
Client E-mail Address:	