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PROFESSIONAL ENGINEERING CONSULTING SERVICES 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:

Any documents (such as sketches, drawings, calculations or reports) that result from the consulting work performed will be copyrighted by me and is and will remain my property. The client is authorized to use the report within the any restrictions specified in this agreement or in the written report. No one other than the client is authorized to rely on any report.

METHOD OF AND SCOPE OF PROFESSIONAL ENGINEERING SERVICES PROVIDED:

It is expressly understood it is in the nature of engineering consulting work that the specific method and scope of the service to be provided usually can not be determined before some investigation of the issue at question is made by the engineer. Thus, the specific method and scope of the service provided is specified in the written report if a written report is issued. Generally, the scope is limited to making visual observations and making recommendations based on those observations, my engineering judgment and accepted engineering principles and practices. Because the investigation phase is limited in time and is done for a limited fee, the investigation is necessarily preliminary. The inspection methodology will not include a formal engineering inspection/analysis; preliminary structural calculations and approximations may be made as determined by me. No special testing or diagnostic inspections will be performed. I will not employ any instruments to aid in the inspection, employ any destructive testing, or make any formal engineering calculations. If I determine formal engineering calculations or analysis is necessary, you will be so advised. 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.

If the foundation is included within the scope of the consulting work, the foundation investigation will be limited to a Level A investigation as defined by the **Texas Section of the American Society of Civil Engineers**. Judgments concerning the performance of the foundation will be based on the visible condition of the exposed area of the foundation, the levelness of surfaces that would normally be expected to be level (such as countertops and sills) as well as distress patterns in wall coverings that are normally associated with foundation movement such as diagonal cracks in drywall, stair-step or diagonal cracking in brick veneer, diagonal cracking in stucco and sticking doors. We will make an unbiased recommendation to underpin or not to underpin the foundation based on the apparent performance of the foundation as well as our estimate of the degree to which the performance of the foundation is likely to be improved by underpinning.

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 structural engineering for the general public 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 investigated. 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 I 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:	