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Inspection Date: 5/5/22

Report Date: 5/5/22

Address: 555 Calm St.

Client: Joe Smith

References: (1) MG Constructors Foundation and Drainage Inspection report dated 23 February 2022

Attachments: (1) Glossary of Terms (6) Terms & Conditions  
(2) Expansive Soil Illustrations (7) Contractor & Additional Engineer Resources  
(3) Drainage Illustrations (8) Contractor Selection Advice  
(4) Seismic Retrofit Illustrations (9) Possible Causes of foundation movement  
(5) Foundation Underpinning Basics

Dear Jitesh,

## Background

We inspected the interior and exterior of the above property to better understand the overall condition of the foundation & related drainage conditions from the standpoint of a foundation specialist. The client listed above was a real estate buyer at the time of the inspection. The observations/findings are included in this report along with the corresponding pictures & recommendations for addressing the areas. **The observations/findings are generally listed in order of relative importance.**

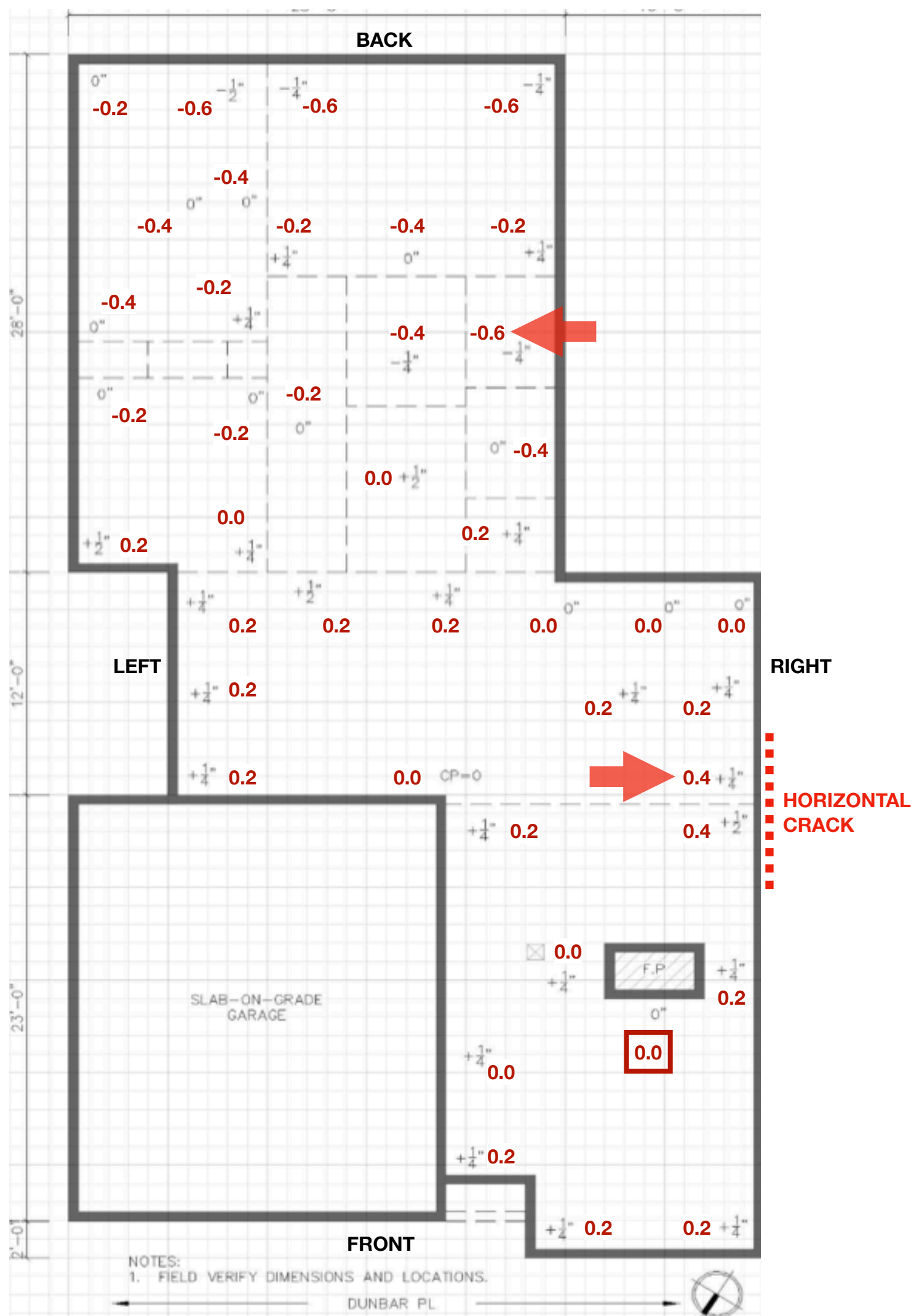
## Notes:

1. The words left, right, front, rear, and center are used throughout this report to describe locations within or around the structure/property. These directions are all made relative to standing facing the structure/property from the front entry door and/or street.
2. The comments made herein are limited only to the exposed, visible & accessible portions of the foundations. Comments cannot be made on the foundation, drainage or seismic systems where hidden from view due to the soil height or blocked by piping, ventilation, low clearance height & similar conditions. The exact design of the foundations is generally not known if the drawings have not been made available, especially the portions of the foundation which are hidden from view such as below ground embedment depth and dimensions or existence and/or size, placement and amount of steel reinforcing bars within the foundation.
3. No engineering/architectural drawings were available for the structure. The inspection was performed without the benefit of formal soils investigation, slope stability analysis, drainage analysis or similar studies. Seismic analysis, code compliance, structural calculations or any other type of investigations are beyond the scope of this report. The amount and location of reinforcing steel (if present) can not be precisely determined without destructive testing.

## Description

The structure was originally built in 1977 (modifications/additions appear to have been made afterwards but no details were made available) and the structure appears to have been built using conventional building practices consistent with the age. The house is a one-story wood framed structure supported by a slab-on-grade foundation. This type of foundation typically has a relatively shallow embedment depth into the ground and is consistent with the age of the structure.

**Observed Condition - Floor elevation results (inches) & signs of foundation movement**



Reference 1, Attachment 2

**0.0** Reference (zero) point

## Observed Condition - Floor elevation results & signs of foundation movement (cont'd)



Item Image 1



Item Image 2

- **Observation Details:**

- The interior floors were spot checked for levelness using a Zipline, a high precision digital altimeter.
- The maximum elevation change was observed to be 1.0" between the red arrows shown.
- There were a few interior indications that could be consistent with foundation movement as shown in the pictures above, but these were relatively minor. (note: we do not necessarily take a picture of every crack, rather a representative number).
- Note: homes on expansive soils are prone to future cracks. When homes are prepared for sale, cracks are periodically patched and painted over. The absence of cracks (or minimal cracks) at this time does not indicate that there will not be future cracks.
- The exact cause of the movement is unknown. Only a soils report with deep borings & lab analysis can provide the data necessary to fully analyze (this process is naturally quite expensive) - see Attachment 9 for a list of potentially contributing factors.

- **Severity:**

- There are two tolerance levels for single family homes which we use.
  - The most stringent standard permits a total maximum differential of 1.5 inches before the house is considered out of level.
  - The second standard originates from the Uniform Building Code suggesting a maximum deflection of 1/240 over the length of the house. This calculates to a maximum of 1 inch in 20 ft.
- House Dimensions
  - The house is approximately 55 ft long which would equate to approximately 2.75 inches of elevation difference.
  - The house is approximately 35 ft wide which would equate to approximately 1.75 inches of elevation difference.
- The structure is within these tolerances (note: localized areas could be outside of the second tolerance). It does not appear that concerning foundation movement is occurring as these readings are within both tolerances.

- **Recommendation:**

- Ensure surface water is controlled around the property as well as possible. Water combined with expansive soils can contribute to foundation settlement.
- Patch existing cracks and monitor for future cracks.
- Use this survey as a baseline for future readings to determine if there is active movement occurring.



**Observed Condition - Concrete cracking/spalling from steel rebar rusting**



Item Image 1



Item Image 2



Item Image 3



Item Image 4



Item Image 5



Item Image 4



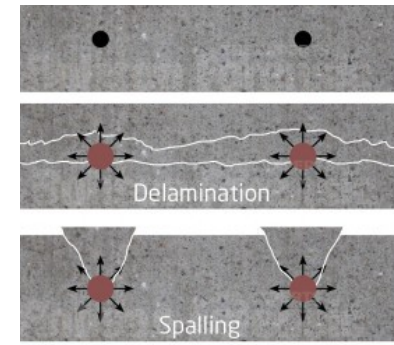
## Observed Condition - Concrete cracking/spalling from steel rebar rusting (cont'd)



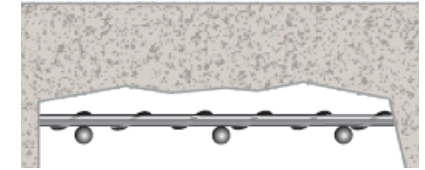
Item Image 7



Item Image 8



Spalling process



Repair top view (Option 1)

- **Observation Details:** This horizontal and vertical cracking may be due to rusting of the rebar (reinforcing bar) or anchor bolts within the foundation, which is a form of 'spalling'. The rust causes the steel to expand and is a strong enough force to cause the concrete to crack (see image to the right). There are standard clearances from edge of steel to concrete surface (formwork) and in some instances this distance is not achieved during construction. When this happens, these weaker areas are prone to spalling. Another source of the rusting can be wicking of water up through the damp soils (if present).
- **Severity:** We observed 1 horizontal crack at the right side of the house which is approximately 8 feet in length. The voids in the concrete make it difficult to determine where the crack ends. Images 3-5 show a patch that appears to be only on the surface - this does not stop the rebar from rusting and spalling the concrete. Image 6 shows a possible small horizontal crack, but it is difficult to determine due to limited cracking and spalling. Images 7 and 8 show 2 rusted anchor bolts that were placed too close to the edge of the formwork and have spalled the concrete.
- **Options:**
  - Option 1: The least intrusive process is one that many contractors are familiar with. The overview of the procedure is cracked concrete areas are chipped away, then the rebar/anchor bolt is either cleaned or replaced, and finally special epoxies and mortar are used to seal and repatch the area (see image to the right).
  - Option 2: The more extensive repair generally involves a partial removal and replacement of the foundation. Epoxy coated steel reinforcing bars are installed into the existing foundation. Concrete forms are installed, and the new portion of the foundation is poured with concrete treated with Xypex (an additive that helps the new concrete become more water resistant) which helps protect the new epoxy coated steel and helps to prevent spalling concrete.
- **Recommendations:**
  - Relative to the age, this degree of horizontal cracking is common and would advance slowly so it's not an immediate repair requirement but it's better to address as soon as is practical.
  - In our opinion, the first approach should be satisfactory for this particular case. Note that different contractors and engineers (if involved in the repair) take different approaches; obtain multiple quotes and decide on the degree of repair you desire.
  - From a budgetary cost standpoint, a reasonable estimate would be \$10K +/- 30% for the horizontal crack and \$1K +/- 30% for each of the anchor bolts for a total budgetary cost range of \$12K +/- 30%. Monitor the observable foundation periodically for future signs of cracking.



## Observed Condition - Drainage Improvements - Exterior grade/slope



Item Image 1



Item Image 2



Item Image 3



Item Image 4



Item Image 5



Item Image 6

- **Observation Details:** It is recommended to ensure adequate slope away from the house in all areas such that surface water will flow away from the foundation. Arrows in the images above show the direction that water should be flowing. The slabs in Image 5 appeared to slope slightly towards the foundation.
- **Options (see Attachment 3 for illustrations):**
  - Option 1: Re-grade the soil around the structure to slope away from the foundation, this is generally a relatively minimal cost and can be either DIY or accomplished by competent landscaping companies.
  - Option 2: Install hardscape (i.e. impervious surface such as concrete or tightly spaced pavers) to slope away from the foundation; budgetary cost range per side of an average sized house would be \$5K +/- 30%. In areas where hardscape already exists, apply mud jacking (also known as slab jacking or poly-level) to elevate one side of the slab and achieve positive slope away from the house; budgetary cost range would be \$3K +/- 30% per slab area and this would only need to be applied where the hardscape currently slopes toward the house.
  - Option 3: Install subsurface drainage (French Drains or similar) to minimize the water near the foundation (full french drains around an average sized house might be in the \$40K +/- 30% range).
- **Recommendation:**
  - In this case, a combination of Option 1 & 2 would likely be sufficient and would likely be the path that most owners would take.
  - The total budgetary cost will depend on the combination of approaches taken.



Observed Condition - Drainage Improvements - Downspouts and/or gutters



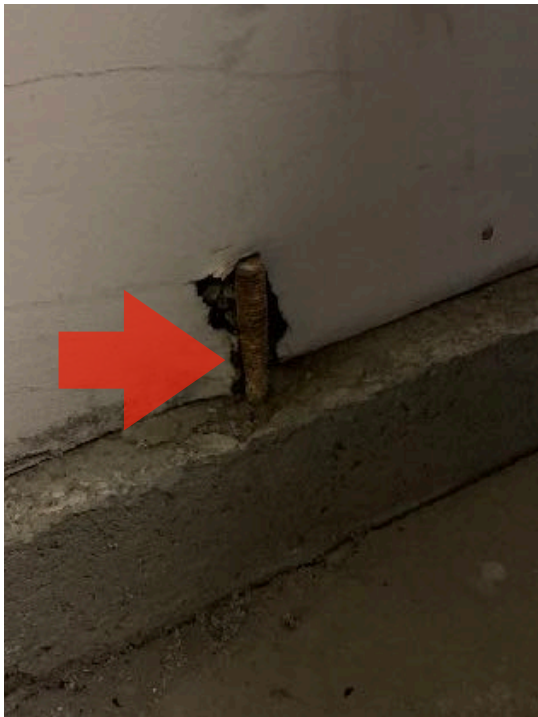
Item Image 1



Item Image 2

- **Observation Details:** It is important that water from the roof flows away from the foundation a safe distance. Water control around properties is very important.
- **Options:**
  - Option 1 - Add extenders to discharge water at least 5’ from the house.
  - Option 2 - Add hardscape and discharge onto hardscape that then flows away from the foundation at least 5’.
  - Option 3 - Discharge into hard piping which is then routed to discharge water a safe distance from the foundation.
- **Recommendation:** In this case, we would recommend any of the above options.

Observed Condition - Seismic risk mitigation notes



Item Image 1



Item Image 2

- **Observation Details:** The property is located in a high seismic region. The chimney would be a risk area and could be braced(or removed if not needed in the future), the rest of the structure is not accessible for a retrofit but if there is a major remodel in the future, then seismic retrofitting should be considered. An anchor bolt in the garage was exposed and was not connected to the wood framing. This should be cut off and coated with a corrosion inhibitor to limit future rusting and an anchor bolt or framing anchor can be added.



## Observed Condition - Slab-on-grade cracks (small/hairline)



Item Image 1



Item Image 2



Item Image 3

- **Observation Details:** With slab-on-grade foundations when the flooring is removed or replaced it is quite common to find cracks in the slab - without removing the flooring there is no way for us to know if any are present. A few small/hairline cracks were observed on the exterior perimeter of the slab. These cracks generally occur from a combination of shallow foundation embedment depth and expansive soils which will swell when wet and contract when dry (see Attachment 2), foundation settlement, or past seismic activity.
- **Severity:** As the elevation survey doesn't show any major foundation movement, we suspect that any found cracks would be minimal, but it is impossible to say with certainty.
- **Options:**
  - Option 1: Mark & monitor (negligible cost - homeowner or handyman repair).
  - Option 2: Cover the crack surface with epoxy (\$200 +/- 30% per crack - homeowner or handyman repair).
  - Option 3: Inject structural epoxy under pressure into the crack (\$500 +/-30% range per crack - qualified contractor repair).
- **Recommendation:** We'd recommend Option 3 in which the total budgetary cost range would be \$1.5K +/- 30%.



Observed Condition - Concrete voids



Item Image 1



Item Image 2



Item Image 3



Item Image 4

- **Observation Details:** When concrete is poured into formwork, it must be vibrated to remove air pockets and ensure complete coverage of all reinforcing within. If the concrete is not properly vibrated, the result is voids in the concrete as shown here. Image 4 shows what appeared to be damaged electrical conduits.
- **Severity:** This condition does not pose an immediate threat to the structure, however over time moisture can enter the concrete through these air pockets causing rebar to rust and concrete to spall.
- **Recommendation:** An appropriate repair would be structural epoxy injection to prevent moisture intrusion and mitigate future issues as described above; minimum cost item. It would probably be a good idea to have an electrician inspect the item in Image 4 as well as seal around the conduit as discussed above.



Observed Condition - Trees near the foundation



Item Image 1



Item Image 2

- **Observation Details:** The trees shown are marginally close to the foundation and should be monitored. No direct issue was noted at the present.
- **Recommendation:** Keep an eye out for any interior cracking or sloping floors in the area of the trees and if desired, consult with an arborist for their recommendation relative to these species of trees and their experience.

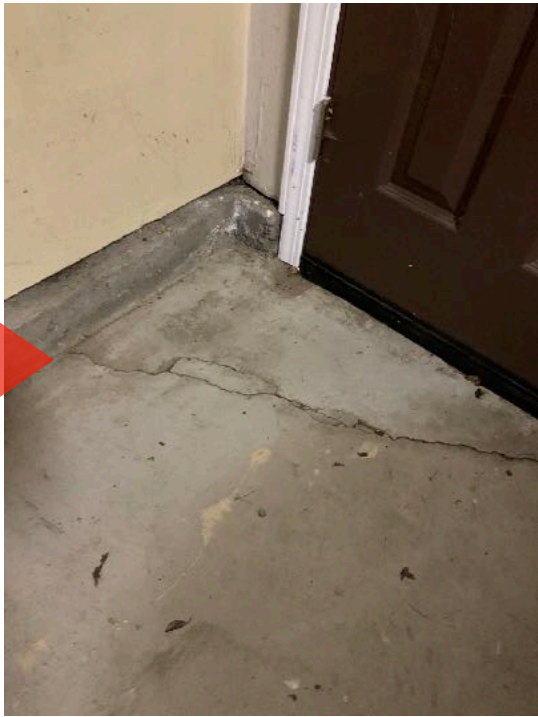
Observed Condition - Concrete slab cracks



Item Image 1



Item Image 2



Item Image 3

- **Observation Details:** Typical concrete cracks - it is possible that rebar was not used in the slabs and/or the subgrade prep was inadequate. This damage is not considered a stability concern relative to the house/foundation. (note: we do not take pictures of every location).
- **Options:** Seal cracks to limit water entry & monitor or demo & repour (ensure proper subgrade prep & reinforcing steel is used).



## Observed Condition - Typical minor stucco cracking



Item Image 1



Item Image 2



Item Image 3

- **Observation Details:** The exterior stucco cracks shown above could be related to foundation movement, but stucco is prone to cracking regardless. Stucco cracks are quite common not always indicative of foundation movement, as in this case where the floor survey showed little foundation movement.
- **Severity:** Not a structural concern relative to the house/foundation.
- **Recommendation:** Keep painted/sealed as part of general exterior maintenance/upkeep.



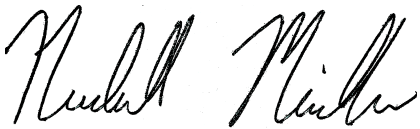
## Conclusion

In our opinion, we would conclude that the structure's visible foundation systems are in serviceable condition when compared to similar homes of this age, design and site conditions. The observed systems appear to remain capable of performing their intended purpose with the completion of maintenance and repair items noted in this report. We did not observe systems or conditions that presented an imminent threat to the overall serviceability of the structure at this time.

It was a pleasure working with you. Please let us know if you have any other questions or concerns either now or in the future.

Sincerely,

Performed by:



Randy Miller, E.I.T.  
Residential Foundation and Drainage Specialist

Reviewed & Approved by:



Nathan M. Toothman, P.E. (CA #C92336)  
Owner & Principal Engineer

## Disclaimer:

*This inspection report should not be considered a warranty or guarantee, implied or expressed, of the structure in general, including but not limited to the building superstructure, slabs, foundations, repairs recommended or repairs performed. Locations in crawlspaces that are too tight or unsafe to enter are not entered so we can not comment on conditions in such areas. Structures including but not limited to their foundations and slabs may be affected severely by changes in climate, land use, drainage, soil moisture conditions, soil characteristics, and other factors too numerous to list. The conclusions presented in this letter are based on the conditions visually observed during our visit. It is performed without the benefit of formal soils investigation, slope stability analysis, drainage analysis or similar studies. This report is for use by the above named individual and is not to be used by any other individuals and is not transferable. Our opinions and recommendations are subject to change based on new information as it becomes available. **Regarding Budgetary Cost Ranges** - these are budgetary numbers for what we have observed in the Bay Area, they are subject to change with market conditions, contractors should be consulted for their bids and recommend at least 3 bids for any expensive work. In providing opinions of budgetary cost ranges, the client understands that Bear Engineering has no control over costs or the price of labor, materials, or equipment, or over the Contractor's method of pricing, and that the opinions of probable construction costs provided herein are to be made on the basis of Bear Engineering's qualifications and experience. Bear Engineering makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs. If the client wishes greater assurance as to Project or Construction Costs, they shall employ an independent cost estimator.*



# Attachment 1 - Glossary of Terms (Page 1 of 2)

**ANCHOR BOLT:** A steel bolt anchoring a wood frame structure to the foundation. Current UBC Code requires anchor bolts at 6" centers and within 4" to 12" of the end of each sill board.

**BEARING PILE:** A shaft or column drilled or driven into the ground to act as a foundation by transferring the load that it supports to the very firm soil or bedrock on which it rests.

**BEDROCK:** The solid crust of the earth, which may be exposed at the surface or located several hundred feet below the surface.

**CAP:** A concrete pad that ties the top end of a pile group together either in a cluster or row, which in turn supports a column or wall.

**CATCH BASIN:** Surface drain inlet with grate (also "drop inlet").

**COSMETIC:** Minor distress that does not impact structural integrity, i.e. drywall cracks, door offsets.

**CREEP:** The slow down slope movement of near surface soils usually related to annual wetting and drying cycles of expansive clay soils or poorly consolidated fill.

**CRIPPLE WALL:** The wall in the crawl space of a home between the foundation and home's first floor.

**CUT:** The ground surface remaining after the removal of soil by excavation.

**EARTH TO WOOD SEPARATION:** Current UBC Code and good construction practice requires a 6" separation between soil and the wood elements of a home to minimize pest infestation and rot problems.

**EFFLORESCENCE:** An indication of excessive moisture resulting in a white salt deposit remaining on a concrete surface after repeated drying cycles (also calcium deposit).

**END BEARING PIER:** A drilled or driven shaft, extended to bedrock, providing foundation support.

**EXCAVATION:** The digging out and removal of soil from a site.

**EXPANSIVE SOIL:** A type of clay soil which expands when moisture is added and shrinks during drying cycles.

**FILL:** The material used to fill & level, or adjust the grade of, a sloping site or to rebuild the base of an excavation to the required height (imported, not native soil).

**FINGER DRAIN:** A finger drain is constructed much like a sub-drain, but is typically positioned in the sub-area, just inside the perimeter foundation. A finger drain is typically 8" wide and varies in depth from 6" to 15" and often outlets to an 18" diameter, 30" deep, cased sump that is provided with a float-switch activated pump.

**FLOATING FOUNDATION:** A continuous spread footing foundation that extends under an entire building replacing many separate footings (also "mat").

**FLOOR JOISTS:** any of the small timbers or metal beams ranged parallel from wall to wall in a structure to support a floor or ceiling.

**FOOTING:** The portion of the foundation that bears on the supporting soil.

**FORM WORK:** The temporary mold into which liquid concrete is poured to create a specific shape and the associated structure.

**FOUNDATIONS:** The structural system constructed below a building that transfers the vertical weight and lateral loads of the building to the ground on which it stands.

**FOUNDATION WALL:** A wall (usually poured concrete or concrete block) built below ground level to transfer the weight of the exposed wall it supports to the footing on which it rests (also stem wall).

**FRICTION PIER:** A drilled or driven shaft extended into the ground normally filled with reinforced concrete which provide support through friction between the piers surface and the soil.

**FRICTION PILE:** A shaft or column that is drilled or hammered into the ground until the pressure or friction developed between the pile surface and the soil into which it is forced (driven) enables it to become a firm foundation support on which, when combined or grouped with other piles, to build heavy structures.

**GRADE:** Soil surface or the inclination of a pipe or the property (also site slope). Grade is often expressed as a ratio of the horizontal to the vertical components of slope i.e. 2:1.

**GRADE BEAM:** A reinforced concrete foundation element used to distribute building loads to foundations piers and to interconnect the piers.

**HONEYCOMB:** Voids in concrete typically resulting from inadequate vibration during placement (also "popcorn concrete").

**INVERT:** The lowest point on the inside surface of a pipe or channel.



# Attachment 1 - Glossary of Terms (Page 2 of 2)

**LANDSLIDE:** A slope failure resulting in the downward movement of a section of a hillside.

**LATERAL LOAD:** A horizontally applied force typically resulting from seismic loads on foundations and wind loads on walls.

**PIER:** A column or shaft (also caisson) in the ground that serves as a foundation constructed by drilling a hole and filling it with concrete and reinforcing steel.

**PIPE PILES:** A type of underpinning in which steel pipes are driven into the ground below an existing foundation to provide stable support (also mini-pile).

**PONY WALL:** A less than standard height stud wall (also known as a cripple wall). It is usually employed to provide support between the foundation and the floor on a sloping site.

**REINFORCING:** The deformed steel rods or mesh embedded in concrete to strengthen it.

**RETAINING WALL:** A wall built to retain soil or support a foundation on sloping ground. The Uniform Building Code requires walls over 4 feet to be designed by a licensed Civil or Structural Engineer.

**SEISMIC STRAP:** A steel strap used to restrain the structure or an element of the structure from the lateral forces developed during earthquakes by connecting the frame to the foundation (also "tie-down"). The term used to describe the exact location of a building.

**SHEARPLY:** Plywood reinforcement used to improve the strength of stud walls to resist lateral loads (earthquake forces).

**SHEAR TRANSFER TIE:** A metal brace nailed into both the shear wall and the floor joists that allows the shear wall to support the house during the shaking of an earthquake.

**SHEAR WALL:** Sheets of plywood nailed to the studs of an exterior wall, such as a cripple wall, to provide bracing against the shaking forces of an earthquake.

**SILL:** The first wood element above the foundation (also mudsill).

**SIMPSON:** A manufacturer of steel connectors for wood frame construction.

**SLAB:** A flat, thin, horizontal concrete element.

**SLIPOUT:** A small slope failure that moves (also "mud flow").

**SLOPE:** The degree to which a surface tends upward or downward – see definition for GRADE

**SOFT STORY:** An open area, commonly a garage, at ground level with a room directly above it. Because of the garage door, one wall of the house can't be secured with shear wall.

**SOIL PROFILE:** A vertical cross-section drawing of the ground showing the type and depth of each layer of material between the surface and bedrock.

**SPOT FOOTER:** A spot or pad footing is used to support a single point of contact, such as under a pier or post.

**SPREAD FOOTING FOUNDATION:** A very common type of foundation that involves placing a wide flat concrete footing under the perimeter building walls distributing the weight over a greater area.

**STANDING WATER:** Water within the crawl space that has not evaporated or percolated away.

**STEM WALL:** The portion of the foundation above the footing that supports the wood frame by connection to the sill plate.

**SUBDRAIN:** A subsurface moisture collection system normally designed to cut off underground water flow (also "back drain", "curtain drain" or "french drain").

**SWALE:** Linear depression which forms a drainage channel.

**UBC:** Uniform Building Code; the code that each building permit authority uses as a basis for review and acceptance at residential design and construction (the code is updated periodically).

**UNDERPINNING:** Added foundation support placed under an existing building foundation.

**WATERPROOF MEMBRANE:** An impermeable barrier placed to prevent moisture intrusion.

**WATER TABLE:** The distance below the surface at which the soil is completely saturated with water. A perched water table can develop above the actual water table when a clay lens or other impermeable layer prevents or delays vertical percolation.



# Attachment 2 - Properties of Expansive Soils

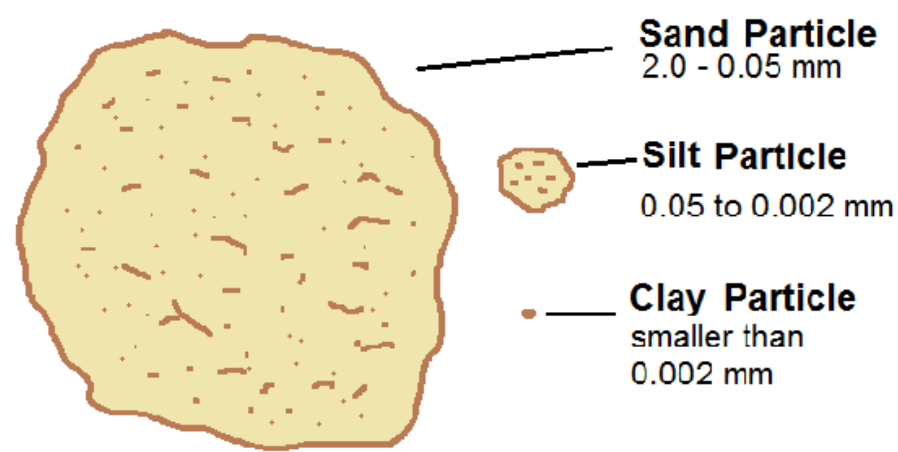


Fig 1 - Relative Particle Sizes

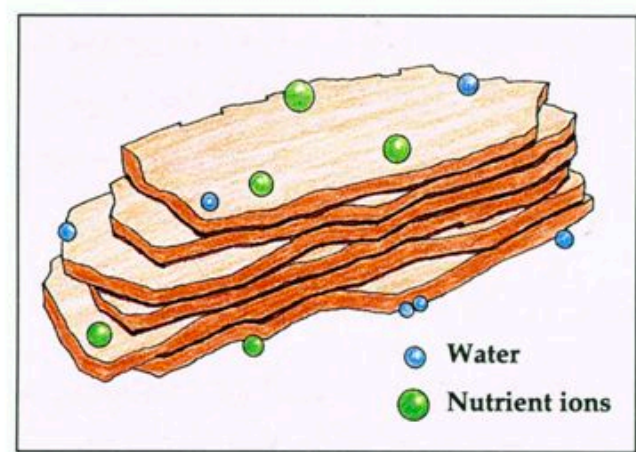


Fig 2 - Clay Shape

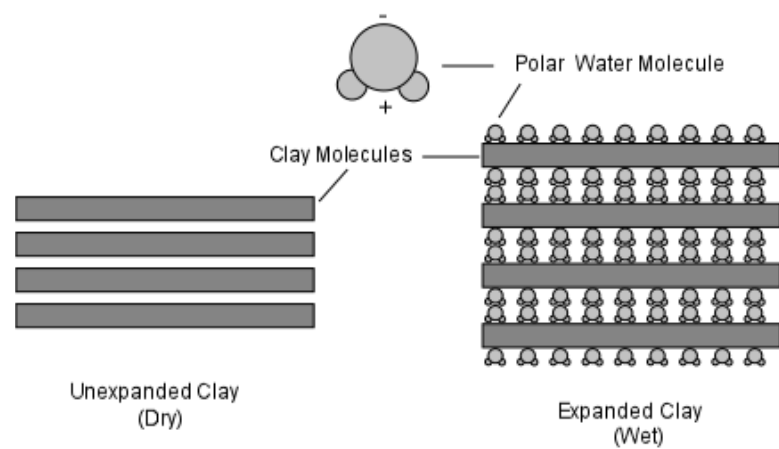


Fig 3 - Expansive Mechanism



Fig 4 - Visual Appearance of Expansive Soils When Dry



# Attachment 3 - Drainage Illustrations

(Note: these are basic illustrations & not for design purposes)



Fig 1 - Drainage Slope Relative To The Structure

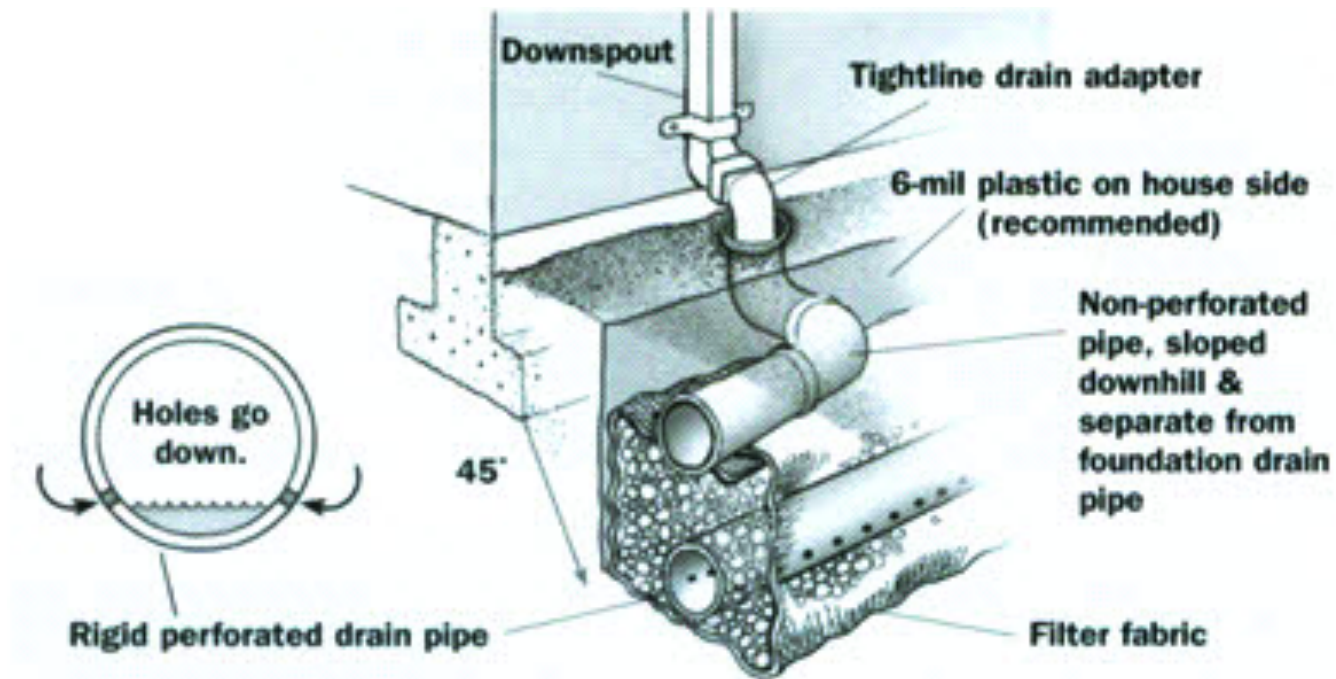


Fig 2 - Subsurface & Surface Drain Overview

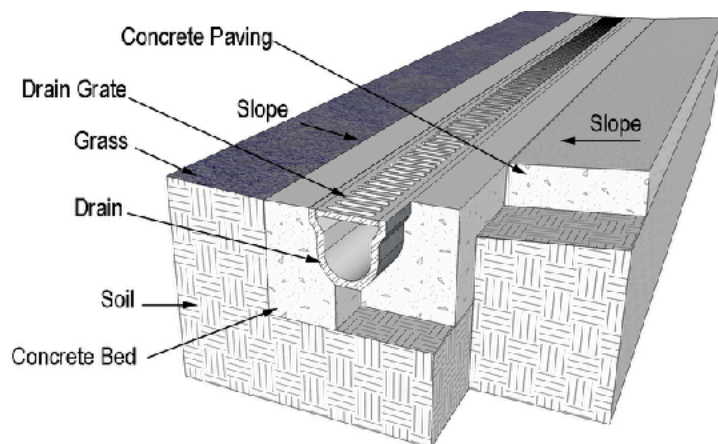


Fig 3 - Trench Drain



Fig 4 - Exterior Sump Pump

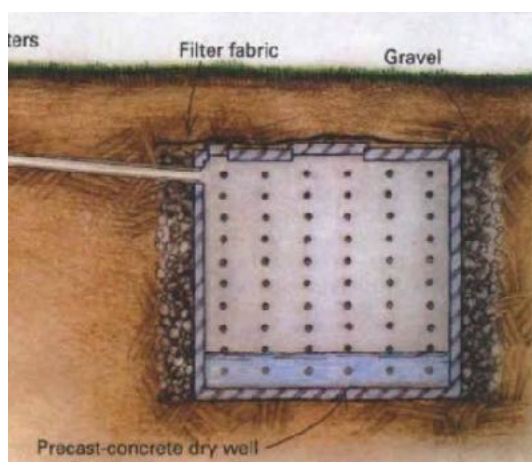


Fig 5 - Dry Well

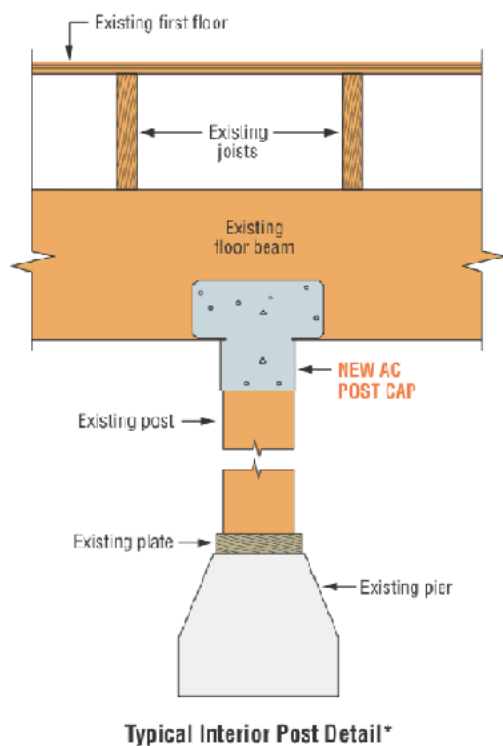
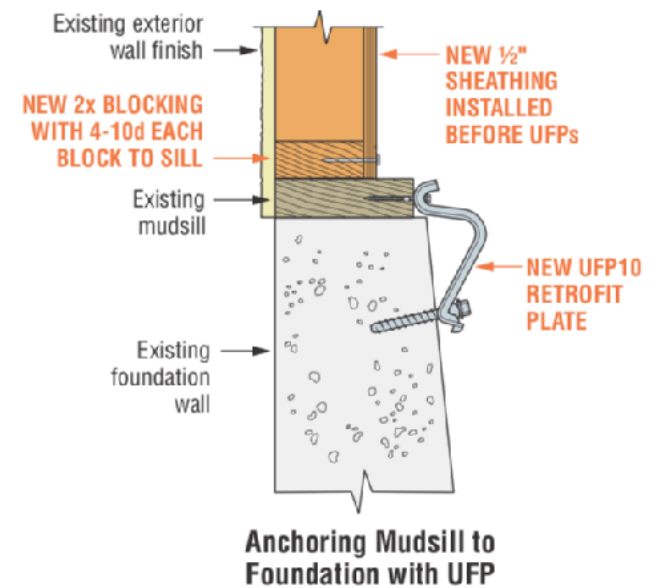
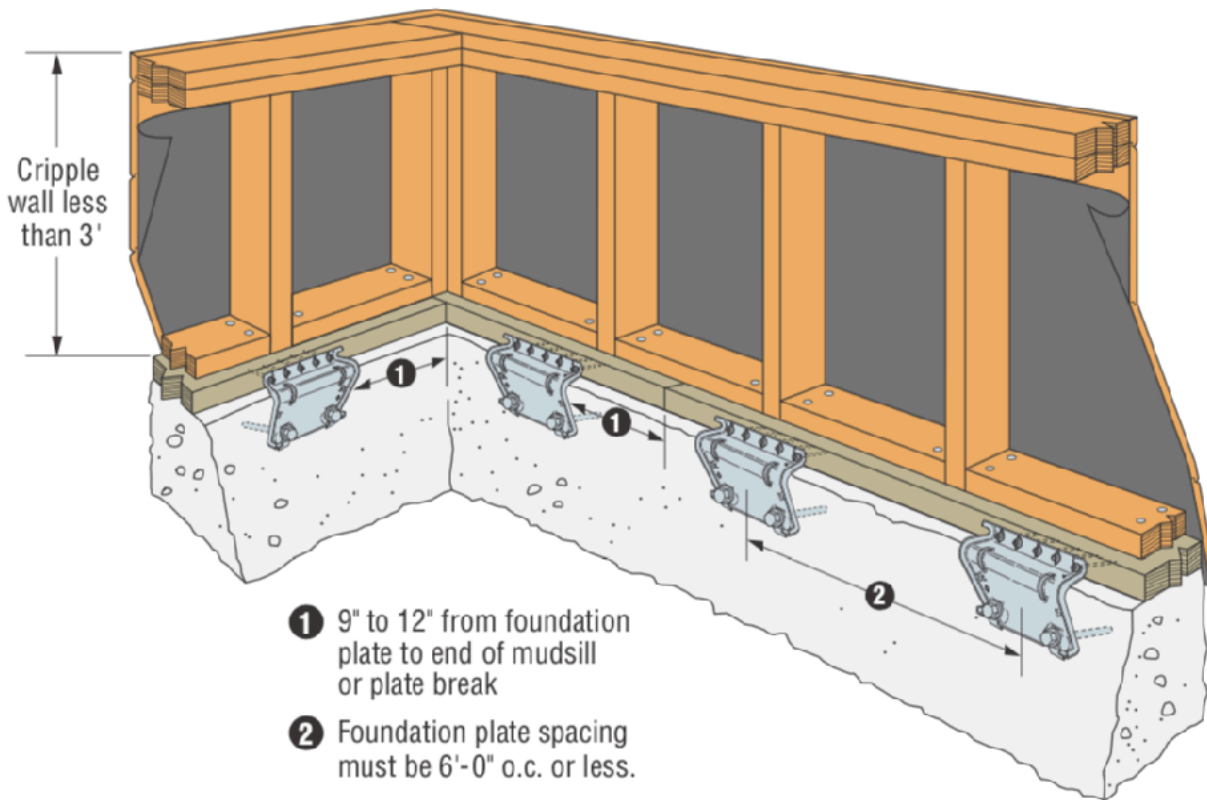
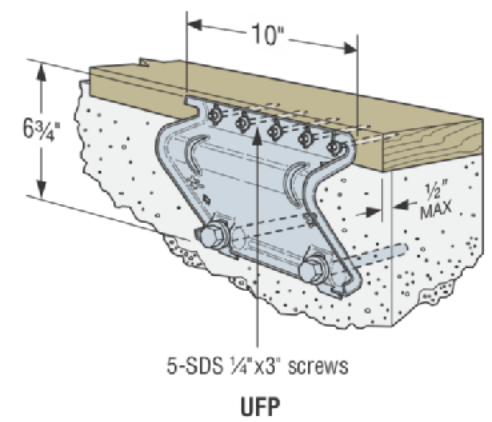
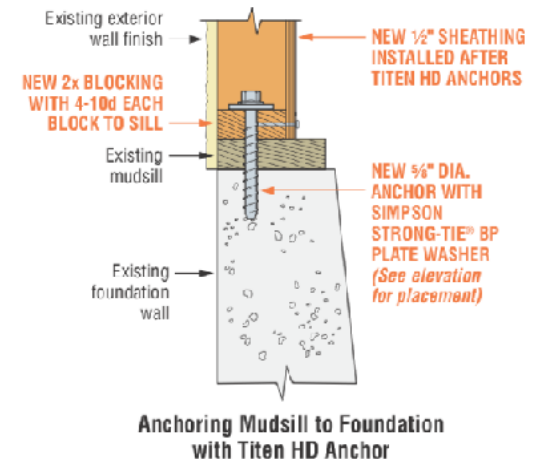
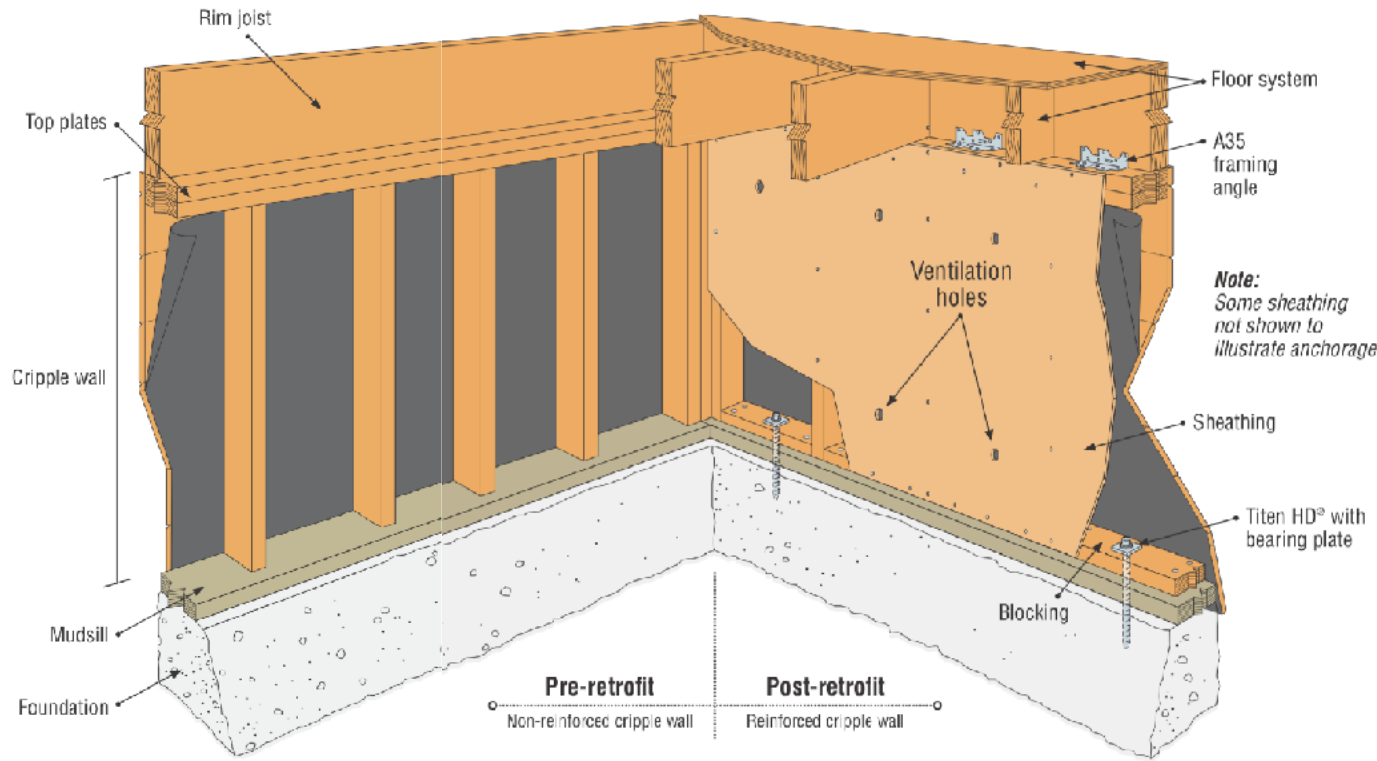


Fig 6 - Interceptor Curtain Drain



# Attachment 4 - Seismic/Earthquake Retrofit - Basic Illustrations

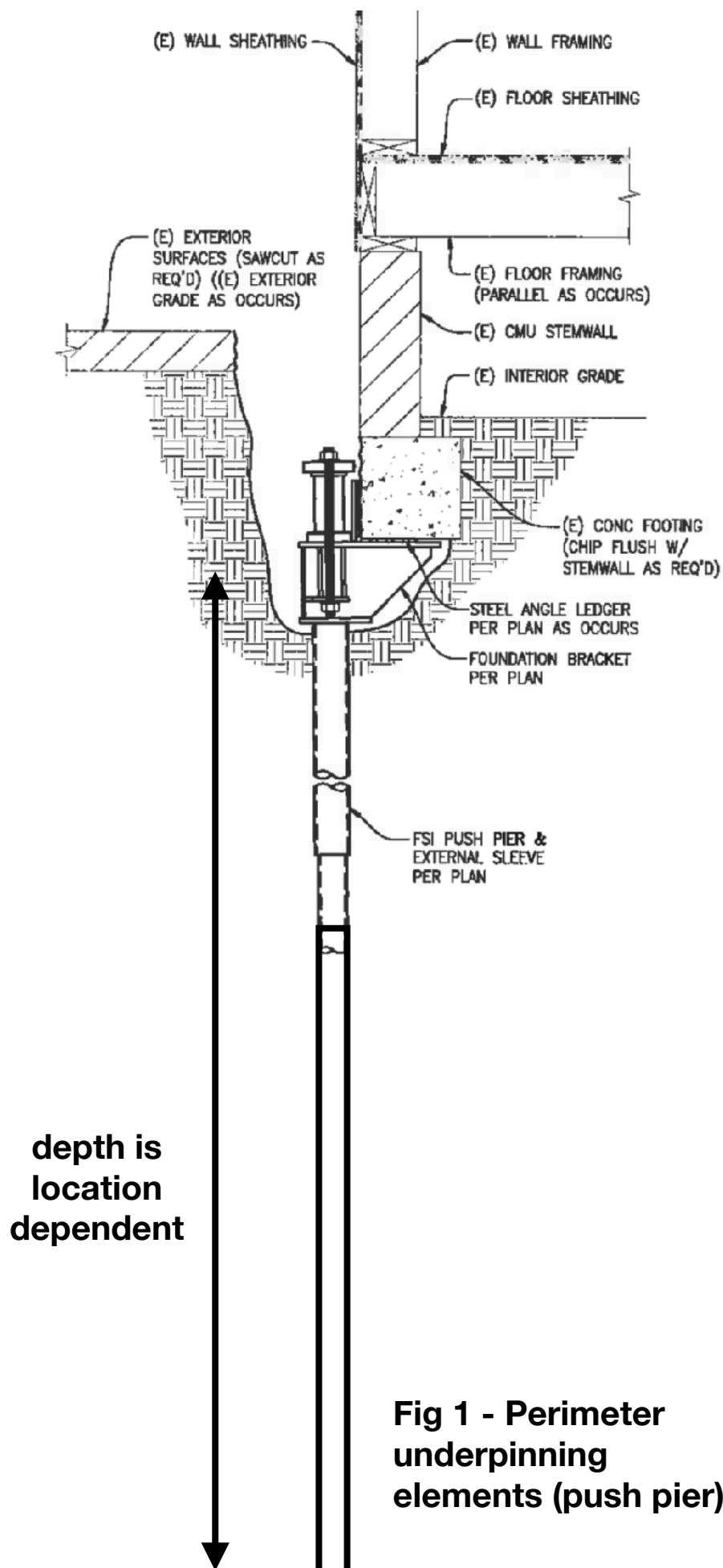
(Note: these are basic illustrations & not for design purposes)



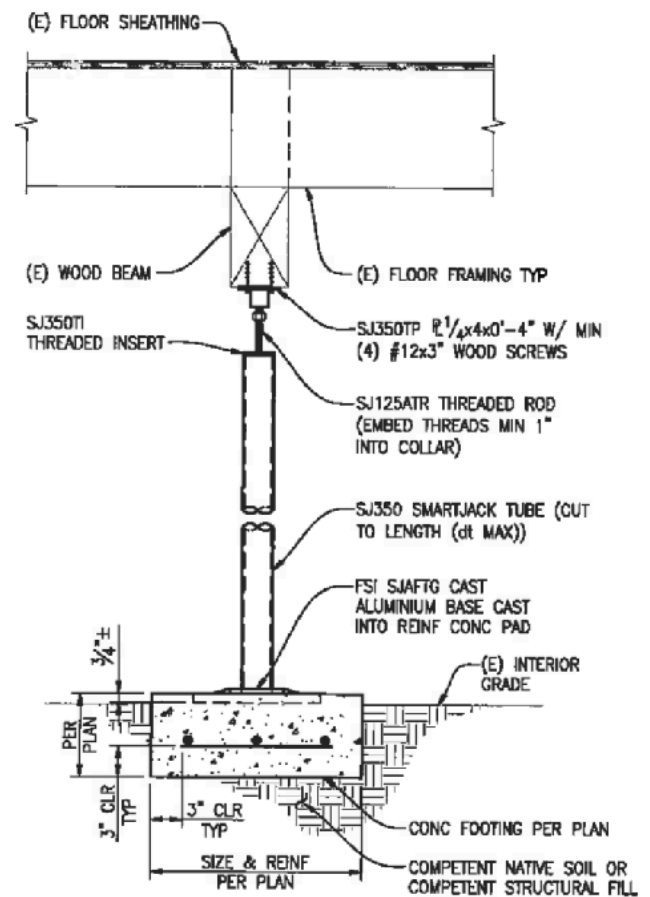


# Attachment 5 - Foundation Underpinning - Basic Illustrations

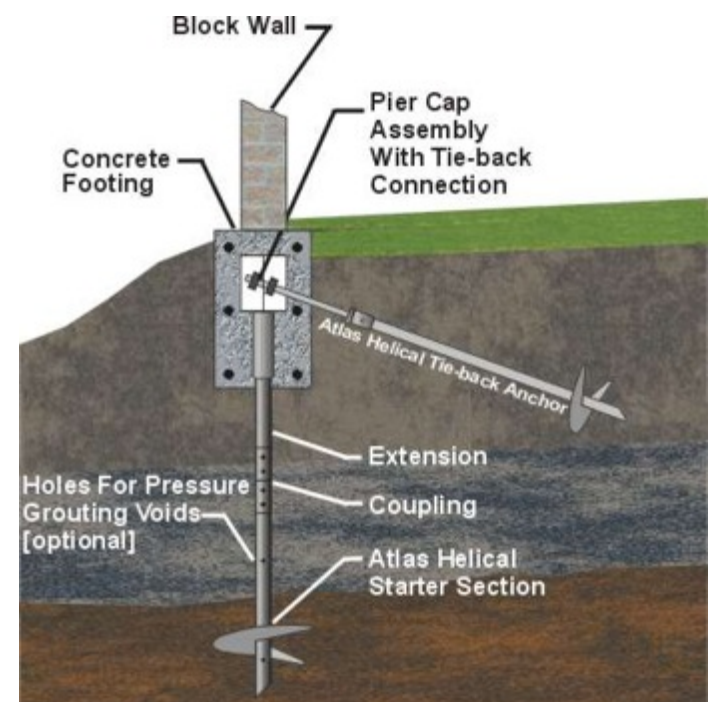
(Note: these are basic illustrations & not for design purposes)



**Fig 1 - Perimeter underpinning elements (push pier)**



**Fig 2 - Interior new footers and adjustable posts**



**Fig 3 - Helical anchor & tieback**

Rock or Suitable End-Bearing Material

# Attachment 6 - Inspection Terms & Conditions (Page 1 of 3)

## 1. SECTION 1 – GENERAL

- 1.1. THE INSPECTION OF THIS PROPERTY IS SUBJECT TO THE LIMITATIONS AND CONDITIONS SET OUT IN THIS AGREEMENT. BECAUSE EVALUATION OF THE EXISTING STRUCTURE REQUIRES CERTAIN ASSUMPTIONS BE MADE REGARDING EXISTING CONDITIONS, AND BECAUSE SOME OF THESE ASSUMPTIONS CANNOT BE VERIFIED WITHOUT EXPENDING ADDITIONAL SUMS OF MONEY OR DESTROYING OTHERWISE ADEQUATE OR SERVICEABLE PORTIONS OF THE BUILDING, THE CLIENT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD HARMLESS THE INSPECTOR AGAINST ALL DAMAGES, LIABILITIES OR COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND DEFENSE COSTS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS PROJECT
- 1.2. THE INSPECTION IS BASED ON A VISUAL EXAMINATION OF THE READILY ACCESSIBLE FEATURES OF THE BUILDING. THE INSPECTION DOES NOT INCLUDE IDENTIFYING DEFECTS THAT ARE HIDDEN BEHIND WALLS, FLOORS OR CEILINGS. THIS INCLUDES WIRING, HEATING, COOLING, STRUCTURE, PLUMBING AND INSULATION THAT ARE HIDDEN OR INACCESSIBLE. SOME INTERMITTENT PROBLEMS MAY NOT BE OBVIOUS ON AN INSPECTION BECAUSE THEY ONLY HAPPEN UNDER CERTAIN CIRCUMSTANCES. AS AN EXAMPLE, WE MAY NOT DISCOVER LEAKS THAT OCCUR ONLY DURING CERTAIN WEATHER CONDITIONS OR WHEN A SPECIFIC TAP OR APPLIANCE IS BEING USED IN EVERYDAY LIFE. WE WILL NOT FIND CONDITIONS THAT MAY ONLY BE VISIBLE WHEN STORAGE OR FURNITURE IS MOVED AND THEY DO NOT REMOVE WALL COVERINGS (INCLUDING WALLPAPER) OR LIFT FLOORING (INCLUDING CARPET) OR MOVE STORAGE TO LOOK UNDERNEATH OR BEHIND.
- 1.3. WE WILL HAVE NO LIABILITY FOR ANY CLAIM OR COMPLAINT IF CONDITIONS HAVE BEEN DISTURBED, ALTERED, REPAIRED, REPLACED OR OTHERWISE CHANGED BEFORE WE HAVE HAD A REASONABLE PERIOD OF TIME TO INVESTIGATE.
- 1.4. THE INSPECTION REPORT IS FOR THE EXCLUSIVE USE OF THE CLIENT NAMED HEREIN. NO USE OF THE INFORMATION BY ANY OTHER PARTY IS INTENDED.
- 1.5. THIS INSPECTION SHOULD NOT BE CONSIDERED A WARRANTY OR GUARANTEE, IMPLIED OR EXPRESSED, OF THE STRUCTURE IN GENERAL, INCLUDING BUT NOT LIMITED TO THE BUILDING SUPERSTRUCTURE, SLABS, FOUNDATIONS, REPAIRS RECOMMENDED OR REPAIRS PERFORMED. STRUCTURES INCLUDING BUT NOT LIMITED TO THEIR FOUNDATIONS AND SLABS MAY BE AFFECTED SEVERELY BY CHANGES IN CLIMATE, LAND USE, DRAINAGE, SOIL MOISTURE CONDITIONS, SOIL CHARACTERISTICS, AND OTHER FACTORS TOO NUMEROUS TO LIST. THE CONCLUSIONS PRESENTED IN THIS REPORT ARE BASED ON THE CONDITIONS OBSERVED DURING OUR VISIT. OUR OPINIONS AND RECOMMENDATIONS ARE SUBJECT TO CHANGE BASED ON NEW INFORMATION AS IT BECOMES AVAILABLE TO THIS OFFICE.
- 1.6. BEAR ENGINEERING SHALL PERFORM THOSE PROFESSIONAL SERVICES AS SPECIFIED IN THE AGREEMENT AND DETAILED HEREIN. IN RENDERING THESE SERVICES, BEAR ENGINEERING SHALL APPLY THE SKILL AND CARE ORDINARILY EXERCISED BY CONTEMPORANEOUS DESIGN PROFESSIONALS OF THE SAME DISCIPLINE CURRENTLY PRACTICING UNDER SIMILAR CIRCUMSTANCES AT THE SAME TIME AND IN THE SAME OR SIMILAR LOCALITY. UPON NOTICE TO BEAR ENGINEERING AND BY MUTUAL AGREEMENT BETWEEN THE PARTIES, BEAR ENGINEERING WILL, WITHOUT ADDITIONAL COMPENSATION, CORRECT THOSE SERVICES NOT MEETING SUCH A STANDARD.
- 1.7. BEAR ENGINEERING SHALL PUT FORTH REASONABLE PROFESSIONAL EFFORTS TO COMPLY WITH THE APPLICABLE LAWS, CODES AND REGULATIONS IN EFFECT AS OF THE DATE OF THE EXECUTION OF THIS AGREEMENT. DESIGN CHANGES MADE NECESSARY BY NEWLY ENACTED LAWS, CODES AND REGULATIONS AFTER THIS DATE SHALL ENTITLE BEAR ENGINEERING TO A REASONABLE ADJUSTMENT IN THE SCHEDULE AND ADDITIONAL COMPENSATION IN ACCORDANCE WITH THE ADDITIONAL SERVICES PROVISIONS OF THIS AGREEMENT. BEAR ENGINEERING MAKES NO WARRANTIES EXCEPT FOR THAT PROVIDED IN THIS SECTIONS 1.6 AND 1.7. ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED.
- 1.8. CLIENT SHALL COOPERATE WITH BEAR ENGINEERING IN ITS PERFORMANCE OF THE SERVICES AND PROVIDE ACCESS TO CLIENT'S PREMISES, EMPLOYEES, CONTRACTORS, EQUIPMENT, AND INFORMATION AS REQUIRED TO ENABLE BEAR ENGINEERING TO PROVIDE THE SERVICES WITHOUT DELAYS.

## 2. SECTION 2 - FEES AND OTHER COMPENSATION

- 2.1.1. FEES FOR BASIC SERVICES, ADDITIONAL SERVICES, AND COMPENSATION FOR REIMBURSABLE EXPENSES ARE SET FORTH IN THE AGREEMENT.
- 2.1.2. IF BEAR ENGINEERING'S SERVICES COVERED BY THIS AGREEMENT HAVE NOT BEEN COMPLETED WITHIN 12 MONTHS OF THE DATE HEREOF, THROUGH NO FAULT OF BEAR ENGINEERING, THE REMAINING FEES SHALL BE ESCALATED AT THE RATE OF 5% PER YEAR.
- 2.1.3. ADDITIONAL SERVICES: SERVICES BEYOND THE SCOPE OF WORK INDICATED IN THE AGREEMENT SHALL BE ON A COST-PLUS BASIS USING BILLING RATES IN EFFECT AT THE TIME THESE SERVICES ARE PERFORMED, HOWEVER, BEFORE ANY ADDITIONAL SERVICES ARE PROVIDED, BEAR ENGINEERING MUST RECEIVE THE CLIENT'S CONSENT TO THESE SERVICES.

### 2.2. PAYMENTS ON ACCOUNT

- 2.2.1. INVOICES FOR BEAR ENGINEERING'S SERVICES SHALL BE SUBMITTED, AT BEAR ENGINEERING'S OPTION, EITHER ON A MONTHLY BASIS OR UPON COMPLETION OF ANY PHASE OF SERVICE. INVOICES SHALL BE PAYABLE WHEN RENDERED AND SHALL BE CONSIDERED PAST DUE IF NOT PAID WITHIN 15 DAYS AFTER THE INVOICE DATE. ANY PROJECT WITH PAYMENT PAST DUE, BEAR ENGINEERING RETAINS THE RIGHT TO SUSPEND SERVICES UNTIL THE PAST DUE PAYMENT IS RECEIVED AND THE CLIENT'S ACCOUNT IS IN GOOD STANDING.
- 2.2.2. RETAINERS, IF APPLICABLE TO THIS PROJECT, SHALL BE CREDITED TO THE FINAL INVOICE(S).
- 2.2.3. ANY INQUIRY OR QUESTIONS CONCERNING THE SUBSTANCE OR CONTENT OF AN INVOICE SHALL BE MADE TO BEAR ENGINEERING IN WRITING WITHIN 30 DAYS OF RECEIPT OF THE INVOICE. A FAILURE TO NOTIFY BEAR ENGINEERING WITHIN THIS PERIOD SHALL CONSTITUTE AN ACKNOWLEDGEMENT THAT THE SERVICE HAS BEEN PROVIDED.

### 2.3. LATE PAYMENTS

- 2.3.1. A SERVICE FEE OF 1.5% (18% ANNUAL RATE) PER MONTH OR THE MAXIMUM ALLOWABLE BY LAW WILL BE CHARGED ON THE OUTSTANDING BALANCE OF "PAST DUE" ACCOUNTS.
- 2.3.2. IN THE EVENT THAT ANY PORTION OF AN ACCOUNT REMAINS UNPAID 90 DAYS AFTER BILLING, BEAR ENGINEERING MAY, WITHOUT WAIVING ANY CLAIM OR RIGHT AGAINST THE CLIENT, AND WITHOUT LIABILITY WHATSOEVER TO THE CLIENT, SUSPEND THE PERFORMANCE OF THE SERVICE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT BEAR ENGINEERING SHALL NOT BE IN MATERIAL BREACH OF THIS AGREEMENT FOR FAILURE TO CARRY OUT THE SERVICES TO THE EXTENT BEAR ENGINEERING IS PREVENTED FROM DOING SO BY THE CLIENT'S FAILURE TO DISCHARGE ITS OBLIGATIONS UNDER SECTION 1.8.



# Attachment 6 - Inspection Terms & Conditions (Page 2 of 3)

## 3. SECTION 3 - INSURANCE, INDEMNIFICATION AND LIMITATION OF LIABILITY

3.1. **INSURANCE.** BEAR ENGINEERING SHALL SECURE AND MAINTAIN PROFESSIONAL LIABILITY INSURANCE AND AUTOMOBILE LIABILITY INSURANCE TO PROTECT BEAR ENGINEERING FROM CLAIMS WHICH MAY ARISE OUT OF THE PERFORMANCE OF BEAR ENGINEERING'S SERVICES UNDER THIS AGREEMENT, AND FROM CLAIMS UNDER THE WORKERS' COMPENSATION ACTS. BEAR ENGINEERING SHALL, IF REQUESTED IN WRITING, ISSUE CERTIFICATES CONFIRMING SUCH INSURANCE TO THE CLIENT.

### 3.2. LIMITATION OF LIABILITY

3.2.1. IN NO EVENT SHALL BEAR ENGINEERING BE LIABLE TO THE CLIENT OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT BEAR ENGINEERING HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

3.2.2. IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO BOTH THE CLIENT AND BEAR ENGINEERING, THE RISKS HAVE BEEN ALLOCATED SUCH THAT THE CLIENT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF BEAR ENGINEERING, ITS OFFICERS, EMPLOYEES, AND SUB-CONSULTANTS ON THIS PROJECT FOR ANY AND ALL NEGLIGENT ACTS, INJURIES, CLAIMS, LOSSES, EXPENSES, 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 BEAR ENGINEERING SHALL NOT EXCEED THE AMOUNT OF FEES PAID TO BEAR ENGINEERING UNDER THIS AGREEMENT. IT IS INTENDED THAT THIS LIMITATION APPLY TO ANY AND ALL LIABILITY OR CAUSE OF ACTION HOWEVER ALLEGED OR ARISING, UNLESS OTHERWISE PROHIBITED BY LAW.

3.2.3. TIME BAR TO LEGAL ACTION: ALL LEGAL ACTIONS BY EITHER PARTY AGAINST THE OTHER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE SERVICES TO BE PERFORMED HEREUNDER SHALL BE BARRED AND UNDER NO CIRCUMSTANCES SHALL ANY SUCH LEGAL ACTION BE INITIATED BY EITHER PARTY AFTER FIVE (5) YEARS FROM THE DATE OF SUBSTANTIAL COMPLETION, UNLESS THIS AGREEMENT SHALL BE TERMINATED EARLIER, IN WHICH CASE THE DATE OF TERMINATION OF THIS AGREEMENT SHALL BE THE DATE ON WHICH SUCH PERIOD SHALL COMMENCE.

### 3.3. INDEMNIFICATION

3.3.1. BEAR ENGINEERING AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD HARMLESS THE CLIENT, ITS OFFICERS, DIRECTORS AND EMPLOYEES (COLLECTIVELY, "CLIENT") AGAINST ALL DAMAGES, LIABILITIES OR COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND DEFENSE COSTS, TO THE EXTENT CAUSED BY BEAR ENGINEERING'S NEGLIGENT PERFORMANCE OF PROFESSIONAL SERVICES UNDER THIS AGREEMENT AND THAT OF ITS SUB-CONSULTANTS OR ANYONE FOR WHOM BEAR ENGINEERING IS LEGALLY LIABLE. THE CLIENT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD HARMLESS BEAR ENGINEERING, ITS OFFICERS, DIRECTORS, EMPLOYEES AND SUB-CONSULTANTS (COLLECTIVELY, BEAR ENGINEERING) AGAINST ALL DAMAGES, LIABILITIES OR COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND DEFENSE COSTS, TO THE EXTENT CAUSED BY THE CLIENT'S MATERIAL BREACH OF THIS AGREEMENT OR CLIENT'S NEGLIGENT ACTS IN CONNECTION WITH THE PROJECT AND THE ACTS OF ITS CONTRACTORS, SUBCONTRACTORS OR CONSULTANTS OR ANYONE FOR WHOM THE CLIENT IS LEGALLY LIABLE. THE CLIENT AGREES THAT ANY AND ALL LIMITATIONS OF BEAR ENGINEERING'S LIABILITY, WAIVERS OF DAMAGES BY THE CLIENT TO BEAR ENGINEERING AND INDEMNIFICATIONS BY THE CLIENT TO BEAR ENGINEERING SHALL INCLUDE AND EXTEND TO THOSE INDIVIDUALS AND ENTITIES BEAR ENGINEERING RETAINS FOR PERFORMANCE OF THE SERVICES UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO BEAR ENGINEERING'S OFFICERS, PARTNERS AND EMPLOYEES AND THEIR HEIRS AND ASSIGNS, AS WELL AS BEAR ENGINEERING'S SUB CONSULTANTS AND THEIR OFFICERS, EMPLOYEES, HEIRS, AND ASSIGNS. NEITHER THE CLIENT NOR BEAR ENGINEERING SHALL BE OBLIGATED TO INDEMNIFY THE OTHER PARTY IN ANY MANNER WHATSOEVER FOR THE OTHER PARTY'S OWN NEGLIGENCE OR FOR THE NEGLIGENCE OF OTHERS.

### 3.4. THIRD-PARTY BENEFICIARIES

3.4.1. NOTHING CONTAINED IN THIS AGREEMENT SHALL CREATE A CONTRACTUAL RELATIONSHIP WITH OR A CAUSE OF ACTION IN FAVOR OF A THIRD PARTY AGAINST EITHER THE CLIENT OR BEAR ENGINEERING. BEAR ENGINEERING'S SERVICES UNDER THIS AGREEMENT ARE BEING PERFORMED SOLELY FOR THE CLIENT'S BENEFIT, AND NO OTHER PARTY OR ENTITY SHALL HAVE ANY CLAIM AGAINST BEAR ENGINEERING BECAUSE OF THIS AGREEMENT OR THE PERFORMANCE OR NONPERFORMANCE OF SERVICES HEREUNDER. THE CLIENT AND BEAR ENGINEERING AGREE TO REQUIRE A SIMILAR PROVISION IN ALL CONTRACTS WITH CONTRACTORS, SUBCONTRACTORS, SUB CONSULTANTS, VENDORS AND OTHER ENTITIES INVOLVED IN THIS PROJECT TO CARRY OUT THE INTENT OF THIS PROVISION.

## Attachment 6 - Inspection Terms & Conditions (Page 3 of 3)

### 4. SECTION 4 - MISCELLANEOUS PROVISIONS

- 4.1. **OPINIONS OF PROBABLE CONSTRUCTION COST.** IN PROVIDING OPINIONS OF PROBABLE CONSTRUCTION COST, THE CLIENT UNDERSTANDS THAT BEAR ENGINEERING HAS NO CONTROL OVER COSTS OR THE PRICE OF LABOR, MATERIALS, OR EQUIPMENT, OR OVER THE CONTRACTOR'S METHOD OF PRICING, AND THAT THE OPINIONS OF PROBABLE CONSTRUCTION COSTS PROVIDED HEREIN ARE TO BE MADE ON THE BASIS OF BEAR ENGINEERING'S QUALIFICATIONS AND EXPERIENCE. BEAR ENGINEERING MAKES NO WARRANTY, EXPRESSED OR IMPLIED, AS TO THE ACCURACY OF SUCH OPINIONS AS COMPARED TO BID OR ACTUAL COSTS. IF THE CLIENT WISHES GREATER ASSURANCE AS TO PROJECT OR CONSTRUCTION COSTS, HE SHALL EMPLOY AN INDEPENDENT COST ESTIMATOR. SERVICES TO MODIFY THE CONTRACT DOCUMENTS TO BRING THE CONSTRUCTION COST WITHIN ANY LIMITATION ESTABLISHED BY THE CLIENT SHALL BE CONSIDERED ADDITIONAL SERVICES AND PAID FOR AS SUCH BY THE CLIENT.
- 4.2. **ENTIRE AGREEMENT.** THIS AGREEMENT, INCLUDING AND TOGETHER WITH ANY RELATED EXHIBITS, SCHEDULES, ATTACHMENTS AND APPENDICES, CONSTITUTES THE SOLE AND ENTIRE AGREEMENT OF THE PARTIES WITH RESPECT TO THE SUBJECT MATTER CONTAINED HEREIN, AND SUPERSEDES ALL PRIOR AND CONTEMPORANEOUS UNDERSTANDINGS, AGREEMENTS, REPRESENTATIONS AND WARRANTIES, BOTH WRITTEN AND ORAL, REGARDING SUCH SUBJECT MATTER.
- 4.3. **NOTICES.** EACH PARTY SHALL DELIVER ALL COMMUNICATIONS IN WRITING EITHER IN PERSON, BY CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUESTED AND POSTAGE PREPAID, OR BY EMAIL (WITH CONFIRMATION OF TRANSMISSION).
- 4.4. **SEVERABILITY.** IF ANY TERM OR PROVISION OF THIS AGREEMENT IS FOUND BY A COURT OF COMPETENT JURISDICTION TO BE INVALID, ILLEGAL OR UNENFORCEABLE IN ANY JURISDICTION, SUCH INVALIDITY, ILLEGALITY OR UNENFORCEABILITY SHALL NOT AFFECT ANY OTHER TERM OR PROVISION OF THIS AGREEMENT OR INVALIDATE OR RENDER UNENFORCEABLE SUCH TERM OR PROVISION IN ANY OTHER JURISDICTION; PROVIDED, HOWEVER, THAT IF ANY FUNDAMENTAL TERM OR PROVISION OF THIS AGREEMENT IS INVALID, ILLEGAL OR UNENFORCEABLE, THE REMAINDER OF THIS AGREEMENT SHALL BE UNENFORCEABLE. UPON A DETERMINATION THAT ANY TERM OR PROVISION IS INVALID, ILLEGAL OR UNENFORCEABLE, THE PARTIES SHALL NEGOTIATE IN GOOD FAITH TO/ THE COURT MAY MODIFY THIS AGREEMENT TO EFFECT THE ORIGINAL INTENT OF THE PARTIES AS CLOSELY AS POSSIBLE IN ORDER THAT THE TRANSACTIONS CONTEMPLATED HEREBY BE CONSUMMATED AS ORIGINALLY CONTEMPLATED TO THE GREATEST EXTENT POSSIBLE.
- 4.5. **AMENDMENTS.** NO AMENDMENT TO OR MODIFICATION OF OR RESCISSION, TERMINATION OR DISCHARGE OF THIS AGREEMENT IS EFFECTIVE UNLESS IT IS IN WRITING, IDENTIFIED AS AN AMENDMENT TO OR RESCISSION, TERMINATION OR DISCHARGE OF THIS AGREEMENT AND SIGNED BY EACH PARTY.
- 4.6. **WAIVER.** NO WAIVER BY ANY PARTY OF ANY OF THE PROVISIONS OF THIS AGREEMENT SHALL BE EFFECTIVE UNLESS EXPLICITLY SET FORTH IN WRITING AND SIGNED BY THE PARTY SO WAIVING. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, NO FAILURE TO EXERCISE, OR DELAY IN EXERCISING, ANY RIGHT, REMEDY, POWER OR PRIVILEGE ARISING FROM THIS AGREEMENT SHALL OPERATE OR BE CONSTRUED AS A WAIVER THEREOF, NOR SHALL ANY SINGLE OR PARTIAL EXERCISE OF ANY RIGHT, REMEDY, POWER OR PRIVILEGE HEREUNDER PRECLUDE ANY OTHER OR FURTHER EXERCISE THEREOF OR THE EXERCISE OF ANY OTHER RIGHT, REMEDY, POWER OR PRIVILEGE.
- 4.7. **ASSIGNMENT.** CLIENT SHALL NOT ASSIGN, TRANSFER, DELEGATE OR SUBCONTRACT ANY OF ITS RIGHTS OR DELEGATE ANY OF ITS OBLIGATIONS UNDER THIS AGREEMENT WITHOUT THE PRIOR WRITTEN CONSENT OF BEAR ENGINEERING. ANY PURPORTED ASSIGNMENT OR DELEGATION IN VIOLATION OF THIS SECTION 4.7 SHALL BE NULL AND VOID. NO ASSIGNMENT OR DELEGATION SHALL RELIEVE THE CLIENT OF ANY OF ITS OBLIGATIONS UNDER THIS AGREEMENT
- 4.8. **SUCCESSORS AND ASSIGNS.** THIS AGREEMENT IS BINDING ON AND INURES TO THE BENEFIT OF THE PARTIES TO THIS AGREEMENT AND THEIR RESPECTIVE PERMITTED SUCCESSORS AND PERMITTED ASSIGNS.
- 4.9. **RELATIONSHIP OF THE PARTIES.** THE RELATIONSHIP BETWEEN THE PARTIES IS THAT OF INDEPENDENT CONTRACTORS. THE DETAILS OF THE METHOD AND MANNER FOR PERFORMANCE OF THE SERVICES BY BEAR ENGINEERING SHALL BE UNDER ITS OWN CONTROL, CLIENT BEING INTERESTED ONLY IN THE RESULTS THEREOF. THE BEAR ENGINEERING SHALL BE SOLELY RESPONSIBLE FOR SUPERVISING, CONTROLLING AND DIRECTING THE DETAILS AND MANNER OF THE COMPLETION OF THE SERVICES. NOTHING IN THIS AGREEMENT SHALL GIVE THE CLIENT THE RIGHT TO INSTRUCT, SUPERVISE, CONTROL, OR DIRECT THE DETAILS AND MANNER OF THE COMPLETION OF THE SERVICES. NOTHING CONTAINED IN THIS AGREEMENT SHALL BE CONSTRUED AS CREATING ANY AGENCY, PARTNERSHIP, JOINT VENTURE OR OTHER FORM OF JOINT ENTERPRISE, EMPLOYMENT OR FIDUCIARY RELATIONSHIP BETWEEN THE PARTIES, AND NEITHER PARTY SHALL HAVE AUTHORITY TO CONTRACT FOR OR BIND THE OTHER PARTY IN ANY MANNER WHATSOEVER.
- 4.10. **DISPUTES RESOLUTION.** ALL CLAIMS, COUNTERCLAIMS, DISPUTES AND OTHER MATTERS IN QUESTION BETWEEN THE PARTIES HERETO ARISING OUT OF OR RELATING TO THIS AGREEMENT OR BREACH THEREOF WILL BE PRESENTED TO NON-BINDING MEDIATION, SUBJECT TO THE PARTIES AGREEING TO A MEDIATOR(S).
- 4.11. **GOVERNING LAWS.** UNLESS OTHERWISE SPECIFIED, THIS CONTRACT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA.
- 4.12. **FORCE MAJEURE.** BEAR ENGINEERING SHALL NOT BE LIABLE OR RESPONSIBLE TO THE CLIENT, NOR BE DEEMED TO HAVE DEFAULTED UNDER OR BREACHED THIS AGREEMENT, FOR ANY FAILURE OR DELAY IN FULFILLING OR PERFORMING ANY TERM OF THIS AGREEMENT, WHEN AND TO THE EXTENT SUCH FAILURE OR DELAY IS CAUSED BY OR RESULTS FROM ACTS BEYOND BEAR ENGINEERING'S REASONABLE CONTROL, INCLUDING, WITHOUT LIMITATION, THE FOLLOWING FORCE MAJEURE EVENTS ("FORCE MAJEURE EVENT(S)"): (A) ACTS OF GOD; (B) FLOOD, FIRE, EARTHQUAKE, OTHER POTENTIAL DISASTER(S) OR CATASTROPHE(S), SUCH AS EPIDEMICS, OR EXPLOSION; (C) WAR, INVASION, HOSTILITIES (WHETHER WAR IS DECLARED OR NOT), TERRORIST THREATS OR ACTS, RIOT OR OTHER CIVIL UNREST; (D) GOVERNMENT ORDER, LAW, OR ACTIONS; (E) EMBARGOES OR BLOCKADES IN EFFECT ON OR AFTER THE DATE OF THIS AGREEMENT; (F) NATIONAL OR REGIONAL EMERGENCY; (G) STRIKES, LABOR STOPPAGES OR SLOWDOWNS, OR OTHER INDUSTRIAL DISTURBANCES; (H) SHORTAGE OF ADEQUATE POWER OR TRANSPORTATION FACILITIES; AND (I) OTHER SIMILAR EVENTS BEYOND THE REASONABLE CONTROL BEAR ENGINEERING.



# Attachment 7 - Bay Area Resources

(listed in alphabetical order)

## FOUNDATION & DRAINAGE CONTRACTORS

	Company Name	Services and Specialties	Coverage
<b>A</b>	<b>Avalon Structural</b> Aptos, CA (831)479-4389 <a href="mailto:info@avalonstructural.com">info@avalonstructural.com</a>	Foundation Underpinning Crack Repair Hardscape Drainage systems New Foundations Seismic retrofits Sump pumps	Most of the Bay Area
<b>B</b>	<b>Bay Area Underpinning</b> <a href="https://www.bayareaunderpinning.com/">https://www.bayareaunderpinning.com/</a> (707) 296-9789	Foundation Underpinning/Stabilization/Lifting	Most of the Bay Area
<b>C</b>	<b>DoBel Construction Inc</b> Bob Dobel, Owner/President San Carlos, CA (650)593-4600 <a href="mailto:info@dobelconstruction.com">info@dobelconstruction.com</a>	All Drainage (also have cameras to scope lines) Crack Repair Seismic retrofits Hardscape Underpinning (drilled concrete piers) Sump pumps	Peninsula focus but can travel
<b>D</b>	<b>EagleLIFT</b> (877) 752-2522 <a href="https://eaglelifting.com/san-francisco-foundation-repair/">https://eaglelifting.com/san-francisco-foundation-repair/</a>	Foundation Underpinning/Stabilization/Lifting	Most of the Bay Area
<b>E</b>	<b>East Bay Retrofit Construction</b> <a href="https://www.eastbayretrofitconstruction.com/">https://www.eastbayretrofitconstruction.com/</a> (510) 253-8628	Foundation Replacement Foundation Underpinning Drainage systems Seismic retrofits	Northern & Eastern Bay Area
<b>F</b>	<b>Foundation Solutions/RamJack</b> 408.297.0123 <a href="mailto:info@foundationsolutions.com">info@foundationsolutions.com</a> <a href="http://www.foundationsolutions.com">http://www.foundationsolutions.com</a>	Foundation Stabilization (RAM Jack tech.) & Lifting Vertical & Horizontal Crack Repair Under house adjustments	Most of the Bay Area
<b>G</b>	<b>Foundation Technologies</b> Woodside, CA Bruce Matheson, P.E. <a href="mailto:bruce@fticonstruction.com">bruce@fticonstruction.com</a> (650) 851-3697	Large foundation replacements Large horizontal crack repairs Larger drainage projects Lifting Drilled Piers	Mostly the Peninsula
<b>H</b>	<b>Foundation Strategies</b> San Jose, CA (408) 539-1850 <a href="https://www.foundationstrategiesinc.com/">https://www.foundationstrategiesinc.com/</a>	Underpinning Crack Repair Hardscape Drainage systems Seismic retrofits Sump pumps	Morgan Hill/Gilroy, South Bay, Peninsula
<b>I</b>	<b>Larrabee &amp; Associates, Inc.</b> San Jose, CA Eddie Mahiko: (408) 460-7630 <a href="mailto:team@larrabeeandassociates.com">team@larrabeeandassociates.com</a>	New foundations/partial replacements only Crack Repair Drainage systems Seismic retrofits (anchors only, no sheer walls) Sump pumps	Redwood City to Gilroy

*Note: these are local contractors that we have come across, they are not specific recommendations or referrals, this information is provided as a courtesy only, you should perform your own thorough research and due diligence for all contractors and we'd recommend at least 3 quotes for all sizable projects.*



# Attachment 7 - Bay Area Resources

(listed in alphabetical order)

## FOUNDATION & DRAINAGE CONTRACTORS (CONTINUED)

	Company Name	Services and Specialties	Coverage
<b>J</b>	<b>MG Constructors &amp; Engineers, Inc.</b> Morgan Hill, CA (408) 842-5599 markg@mgconstructors.net <a href="http://www.mgconstructors.net/">http://www.mgconstructors.net/</a>	Underpinning Crack Repair Hardscape Drainage systems New Foundations Seismic retrofits Sump pumps Engineering resources (note: they require engineering prior to bidding)	Based in Gilroy, covers majority of Bay Area
<b>K</b>	<b>NorCal Foundation Support</b> <a href="https://www.norcalfoundationsupport.com/">https://www.norcalfoundationsupport.com/</a> 1-925-255-7643	Foundation stabilization & leveling Foundation crack repair Crawl space encapsulation & insulation Polyurethane foam injection	Northern Bay Area
<b>L</b>	<b>Golden State Seismic and Structural</b> Antioch, CA (510) 706-9170 <a href="http://www.gs3inc.net/#intro">http://www.gs3inc.net/#intro</a>	Foundation Repair and Replacement Seismic Retrofits Drainage Systems Retaining Walls Framing (note: they require engineering prior to bidding)	SF Bay Area, East Bay
<b>M</b>	<b>Peace of Mind Structural</b> <a href="mailto:caroline@peaceofmindstructural.com">caroline@peaceofmindstructural.com</a> San Mateo, CA (650) 343-3133 <a href="http://www.earthquakefoundation.com/">http://www.earthquakefoundation.com/</a>	Seismic Retrofits Crack Repair Hardscape Foundation replacement	Mostly Peninsula
<b>N</b>	<b>Perma Level &amp; Valentine Corporation</b> <a href="https://www.permalevel.com/">https://www.permalevel.com/</a> (415) 453-3732 Ext. 14	Foundation Underpinning/Stabilization/Lifting	Most of the Bay Area
<b>O</b>	<b>Soil Engineering Construction, Inc.</b> Redwood City, CA <a href="https://www.soilengineeringconstruction.com/">https://www.soilengineeringconstruction.com/</a> (650) 367-9595	Geotech Underpinning Landslide Repair/Slope Stabilization Retaining Walls	All of CA - has office in Redwood City, site in Santa Cruz, office in San Diego
<b>P</b>	<b>Soil Technologies</b> San Jose, CA Rick Colindres, Owner (408) 499-2628	Underpinning & Leveling Foundation Repairs Retaining Wall Systems Landslide & Settlement Repairs Drainage Installation & Repairs Floor Level Surveys Test Pits for Soil Analysis Seismic Retrofits	All Bay Area, down to Carmel and up to Santa Rosa, East Bay
<b>Q</b>	<b>Underpinning Specialists</b> (408) 396-9377 mlopez@underpinninginc.com	Foundation Stabilization & Lifting via Hand-dug Underpinning Reinforced Concrete Piers Vertical crack repair Concrete slabs Foundation Replacement	San Jose to SF & East Bay
<b>R</b>	<b>Vini Joy and Uni-Struct</b> <a href="mailto:vinijoy@comcast.net">vinijoy@comcast.net</a> 415-699-3100	Foundation Replacement Underpinning - drilled piers Retaining walls Drainage Patching cracks Hardscape and Landscape grading Any General Contractor work as well	South SF to San Jose

*Note: these are local contractors that we have come across, they are not specific recommendations or referrals, this information is provided as a courtesy only, you should perform your own thorough research and due diligence for all contractors and we'd recommend at least 3 quotes for all sizable projects.*

# Attachment 7 - Bay Area Resources

(listed in alphabetical order)

## STRUCTURAL ENGINEERS

	Company Name	Specialties	Coverage
<b>A</b>	<b>4x Engineering Inc</b> San Jose, CA (408) 642-5464 <a href="https://www.4xengineering.com/">https://www.4xengineering.com/</a>	Existing structure seismic/ retrofit upgrade Retaining walls Foundation seismic retrofit plans Legalizing existing non- compliant structures	San Jose to SF, Napa, Monterey
<b>B</b>	<b>Design Everest</b> Mountain View, CA (877) 892-0292 <a href="https://designeverest.com/">https://designeverest.com/</a>	Design + Engineering: Structural Civil Architectural	SF Bay Area
<b>C</b>	<b>Foundation Engineering</b> Jeremy Livermore, S.E., P.E. <a href="https://foundation-engineering.com/">https://foundation-engineering.com/</a> 510-401-1397	Foundation Stabilization Design	Bay Area
<b>D</b>	<b>Hohbach-Lewin</b> Palo Alto, CA (650) 617-5930 San Francisco, CA (415) 318-8520 <a href="https://www.hohbach-lewin.com/contact-us/">https://www.hohbach-lewin.com/contact-us/</a>	Structural design Seismic design Civil engineering design and surveying	Peninsula to South Bay
<b>E</b>	<b>Quake Structural Engineering</b> (415) 664-8433 Thomas Lutge, Owner <a href="mailto:lutgebuilt@AOL.com">lutgebuilt@AOL.com</a> <a href="https://www.quakestructural.com/index.html">https://www.quakestructural.com/index.html</a>	Seismic Retrofitting Engineering design Foundation repair/new foundations Retaining walls	SF and Marin County
<b>F</b>	<b>Optimal Design Group</b> San Francisco, CA (415) 441-0809 <a href="http://www.optimaldesigngroup.com/">http://www.optimaldesigngroup.com/</a>	Structural design Architectural design Helical Pier foundation design	Bay Area
<b>G</b>	<b>Quilici Engineering, Inc.</b> Campbell, CA 95008 408 583 0323 <a href="http://www.qengineers.com/about.html">http://www.qengineers.com/about.html</a>	General Structural & Civil Engineering Forensic Engineering Residential & Commercial	Bay Area
<b>H</b>	<b>Universal Structural Engineers</b> San Mateo, CA (650) 312-9233 <a href="http://universalstructuralengineers.com">universalstructuralengineers.com</a>	Building design Seismic retrofits	Lower Peninsula and SJ, Some East Bay and down to Gilroy
<b>I</b>	<b>Zenith Engineers</b> Hayward, CA (415) 619-6000 <a href="https://zenithengineers.com/">https://zenithengineers.com/</a>	Seismic retrofits Structural design Retaining wall design	Bay Area



## Attachment 7 - Bay Area Resources

(listed in alphabetical order)

### SOIL/GEOTECH ENGINEERS

	Company Name	Specialties	Coverage
<b>A</b>	<b>GeoForensics, Inc.</b> <b>Dan Dyckman, PE, GE</b> Foster City, CA 94404 (650) 349-3369 <a href="mailto:dan.geoforensics@yahoo.com">dan.geoforensics@yahoo.com</a> <a href="http://www.geo4n6.com/">http://www.geo4n6.com/</a>	Drainage eval/design Landslide Investigation and repair Foundation investigations Litigation support Soils report Retaining wall design	Greater SF Bay Area
<b>B</b>	<b>Michelucci &amp; Associates</b> Burlingame, CA (650) 692-0163 <a href="mailto:info@michelucci.com">info@michelucci.com</a> <a href="https://michelucci.com/">https://michelucci.com/</a>	Soils report Geologic mapping Retaining wall design criteria Slope stability/landslide studies	San Francisco Bay Area, Sonoma County and North State
<b>C</b>	<b>Murray Engineers</b> San Rafael, CA (650) 559-9980 <a href="https://www.murrayengineers.com/">https://www.murrayengineers.com/</a>	Soils reports Retaining wall recommendations Surface/Subsurface drainage design Liquefaction/Slope stability seismic hazard analysis Pavement design and repair	SF Bay Area
<b>D</b>	<b>Romig Engineers</b> San Carlos, CA (650) 591-5224 <a href="http://romigengineers.com">romigengineers.com</a>	Foundation engineering Soils report Slope stability analysis Tieback and earth anchors	San Francisco Bay Area, East Bay
<b>E</b>	<b>Sigma Prime Geosciences Inc</b> Half Moon Bay, CA (650) 728-3590 <a href="mailto:info@sigmaprime.net">info@sigmaprime.net</a>	Soils reports Slope stability Liquefaction analysis Surveying	SF Bay Area

## Attachment 7 - Bay Area Resources

(listed in alphabetical order)

### SEISMIC RETROFIT CONTRACTORS

	Company Name	Services and Specialties	Coverage
<b>A</b>	<b>DoBel Construction Inc</b> Bob Dobel, Owner/President San Carlos, CA (650)593-4600 info@dobelconstruction.com	All Drainage (also have cameras to scope lines) Crack Repair Seismic retrofits Hardscape Underpinning (drilled concrete piers) Sump pumps	Peninsula focus but can travel
<b>B</b>	<b>Golden State Seismic and Structural</b> Antioch, CA (510) 706-9170 <a href="http://www.gs3inc.net/#intro">http://www.gs3inc.net/#intro</a>	Foundation Repair and Replacement Seismic Retrofits Drainage Systems Retaining Walls Framing	SF Bay Area, East Bay
<b>C</b>	<b>MG Constructors &amp; Engineers, Inc.</b> Morgan Hill, CA (408) 842-5599 markg@mgconstructors.net <a href="http://www.mgconstructors.net/">http://www.mgconstructors.net/</a>	Underpinning Crack Repair Hardscape Drainage systems New Foundations Seismic retrofits Sump pumps Engineering resources	All Bay Area
<b>D</b>	<b>Peace of Mind Structural</b> <a href="mailto:caroline@peaceofmindstructural.com">caroline@peaceofmindstructural.com</a> San Mateo, CA (650) 343-3133 <a href="http://www.earthquakefoundation.com/">http://www.earthquakefoundation.com/</a>	<b>Seismic Retrofits</b> Patching cracks Hardscape Landscape grading Lifting	Peninsula
<b>E</b>	<b>Quake Busters</b> Oakland, CA (510) 763-6933 <a href="mailto:info@qbusters.com">info@qbusters.com</a> <a href="https://qbusters.com/">https://qbusters.com/</a>	Seismic Retrofits	East Bay
<b>F</b>	<b>Soil Technologies</b> San Jose, CA Rick Colindres, Owner (408) 499-2628	Underpinning & Leveling Foundation Repairs Retaining Wall Systems Landslide & Settlement Repairs Drainage Installation & Repairs Floor Level Surveys Test Pits for Soil Analysis Seismic Retrofits	All Bay Area, down to Carmel and up to Santa Rosa, East Bay

*Note: these are local contractors that we have come across, they are not specific recommendations or referrals, this information is provided as a courtesy only, you should perform your own thorough research and due diligence for all contractors and we'd recommend at least 3 quotes for all sizable projects.*



# Attachment 7 - Bay Area Resources

(listed in alphabetical order)

## RETAINING WALL CONTRACTORS

	Company Name	Specialties	Coverage
<b>A</b>	<b>Golden State Seismic and Structural</b> Antioch, CA (510) 706-9170 <a href="http://www.gs3inc.net/#intro">http://www.gs3inc.net/#intro</a>	Foundation Repair and Replacement Seismic Retrofits Drainage Systems Retaining Walls Framing	SF Bay Area, East Bay
<b>B</b>	<b>Loerke Cresci</b> San Carlos, CA (650) 593-2196 <a href="https://www.loerke-cresci.com/">https://www.loerke-cresci.com/</a>	Foundation/Basement/Retaining Wall Drainage Landcape/Hardscape Masonry Thermal and Moisture Protection Drywall Lath and Plaster Fireplaces Flooring	Peninsula
<b>C</b>	<b>Soil Engineering Construction, Inc.</b> Redwood City, CA (650) 367-9595	Geotech Underpinning Landslide Repair/Slope Stabilization Retaining Walls Drilled Caissons/Piers/Tiebacks	All of CA - has office in Redwood City, site in Santa Cruz, office in San Diego
<b>D</b>	<b>Soil Technologies</b> San Jose, CA Rick Colindres, Owner (408) 499-2628	Underpinning & Leveling, Foundation Repairs, Retaining Wall Systems, Landslide & Settlement Repairs, Drainage Installation & Repairs, Floor Level Surveys, Test Pits for Soil Analysis	All Bay Area, down to Carmel and up to Santa Rosa, East Bay
<b>E</b>	<b>Ideal landscape &amp; Concrete, Inc.</b> Burlingame, CA (650) 347-4222 <a href="mailto:info@ideallandscape.org">info@ideallandscape.org</a> <a href="https://www.ideallandscape.org/">https://www.ideallandscape.org/</a>	All landscaping and hardscaping projects	South City Pacifica to Sunnyvale/Campbell
<b>F</b>	<b>Octagon Pavers and Outdoor Living</b> Palo Alto, CA (650) 440-9568 <a href="https://octagonpavers.com/">https://octagonpavers.com/</a>	Pavers Hardscape Landscaping Retaining Walls	South Bay, Peninsula, Half Moon Bay, Pacifica, SF, South SF

## Attachment 7 - Bay Area Resources

(listed in alphabetical order)

### CRAWLSPACE CLEANING, VAPOR BARRIERS, SUMP PUMPS CONTRACTORS

	Company Name	Specialties	Coverage
<b>A</b>	<b>Bay Area Moisture Control</b> <a href="https://bayareamoisturecontrol.com/">https://bayareamoisturecontrol.com/</a>	Crawlspace liner, Sump Pump, some mold, interior and perimeter drainage	South Bay to Sonoma County to East Bay
<b>B</b>	<b>Clean CrawlSpace Inc.</b> 1-866-379-2729 <a href="https://www.cleancrawlspace.com/">https://www.cleancrawlspace.com/</a>	Moisture, Mold, Sump Pumps	Greater SF Area, San Jose, Oakland, Fremont
<b>C</b>	<b>E Mora Construction: The Crawlspace Specialists</b> Dublin, CA (925) 526-0632 <a href="mailto:crawlspace.emora@gmail.com">crawlspace.emora@gmail.com</a> <a href="http://www.emoraconstruction.com">www.emoraconstruction.com</a>	Vapor barriers Sump pump install Moisture removal	East Bay, South Bay, Peninsula, Marin
<b>D</b>	<b>Foundation Repair of CA</b> Livermore, CA (925) 402-1692 <a href="https://www.foundationrepairofca.com/">https://www.foundationrepairofca.com/</a>	All Foundation and Drainage	All of SF Bay and Central Valley (Fresno, etc)

### PLUMBERS

	Company Name	Specialties	Coverage
<b>A</b>	<b>Lucky Rooter and Plumbing</b> San Jose, CA (408) 813-5613 <a href="https://luckyplumbing102.wixsite.com/luckyplumbing">https://luckyplumbing102.wixsite.com/luckyplumbing</a>	All plumbing work Pipe repair Hydrojetting Water heater install and repair	South Bay and surrounding areas
<b>B</b>	<b>San Mateo Handyman</b> San Mateo, CA (650) 200-6079 <a href="https://sanmateo-handyman.com/">https://sanmateo-handyman.com/</a> <a href="mailto:ravertynorman@gmail.com">ravertynorman@gmail.com</a>	All handyman work and plumbing	San Mateo County and surrounding areas
<b>C</b>	<b>T-Kor Plumbing</b> Redwood City, CA (650) 743-5363	All plumbing work Scoping pipes	Redwood City and surrounding areas
<b>D</b>	<b>Wizard Plumbing and Drain</b> San Mateo, CA (650) 843-9911 <a href="http://www.wizardplumbinganddrain.com">www.wizardplumbinganddrain.com</a>	All plumbing work Sump pumps	San Mateo and surrounding areas



## Attachment 7 - Bay Area Resources

(listed in alphabetical order)

### ARBORISTS

	Company Name	Specialties	Coverage
<b>A</b>	<b>Aesculus Arboricultural Consulting</b> <a href="https://aacarbor.com/">https://aacarbor.com/</a> (408) 675-1729	Consulting arborist	Bay Area
<b>B</b>	<b>Ellyn Shea</b> San Francisco, CA (415) 846-0190 <a href="mailto:ellyn.shea@sbcglobal.net">ellyn.shea@sbcglobal.net</a> <a href="http://www.garden-guidance.com/arborism">www.garden-guidance.com/arborism</a>	Consulting arborist and horticulturalist Plant healthcare (Can refer to proper contractors if work is needed)	SF Bay Area
<b>C</b>	<b>Urban Tree Management</b> Los Gatos, CA <a href="mailto:info@urbantreemanagement.com">info@urbantreemanagement.com</a> <a href="https://www.urbantreemanagement.com/">https://www.urbantreemanagement.com/</a>	Tree pruning Tree root excavation Tree cabling/support	South Bay to Marin
<b>D</b>	<b>Precision Tree Care</b> Pacifica, CA (650) 355-1277 <a href="mailto:precisiontreecare@yahoo.com">precisiontreecare@yahoo.com</a> <a href="https://precisiontreecareinc.com/">https://precisiontreecareinc.com/</a>	Fire Prevention Stump Grinding/Removal Brush Clearance Removal of Challenging Trees View Clearing	Pacifica, Half Moon Bay, Montara, most of Peninsula up to South SF

### LANDSCAPING COMPANIES

	Company Name	Specialties	Coverage
<b>A</b>	<b>Black Diamond Paver Stones and Landscaping</b> All over Bay Area, CA (408) 877-5763 <a href="http://blackdiamondlandscape.com">blackdiamondlandscape.com</a>	Hardscape Pavers Retaining Walls Landscape regrading Pool deck Patio/deck Driveway construction	Has locations in San Jose, San Mateo, Novato, Santa Cruz, San Ramon, Monterey
<b>B</b>	<b>Ideal landscape &amp; Concrete, Inc.</b> Burlingame, CA (650) 347-4222 <a href="mailto:info@ideallandscape.org">info@ideallandscape.org</a> <a href="https://www.ideallandscape.org/">https://www.ideallandscape.org/</a>	All landscaping and hardscaping projects	South City Pacifica to Sunnyvale/Campbell
<b>C</b>	<b>Machtinger Landscaping</b> Menlo Park, CA (415) 794-6122 <a href="mailto:machtingerlandscaping@gmail.com">machtingerlandscaping@gmail.com</a> <a href="http://machtingerlandscaping.com/">http://machtingerlandscaping.com/</a>	Landscape design and construction Hardscapes Drainage (French drains, swales, subsurface drainage)	Peninsula
<b>D</b>	<b>Stones Landscaping Inc</b> San Jose, CA (408) 204-8414 <a href="mailto:stoneslandscapinginc@gmail.com">stoneslandscapinginc@gmail.com</a> <a href="https://stoneslandscapinginc.com/">https://stoneslandscapinginc.com/</a>	Pavers Concrete driveways and patios Retaining walls Fences and gates Landscape and maintenance	SF Bay Area

*Note: these are local contractors that we have come across, they are not specific recommendations or referrals, this information is provided as a courtesy only, you should perform your own thorough research and due diligence for all contractors and we'd recommend at least 3 quotes for all sizable projects.*

## Attachment 7 - Bay Area Resources

(listed in alphabetical order)

### HANDYMEN

	Company Name	Specialties	Coverage
<b>A</b>	<b>Barcadon Construction and Remodeling</b> Los Gatos, Pleasant Hill, SF (650) 334-8300 <a href="https://barcadon.com/">https://barcadon.com/</a>	All general handyman work	SF Bay Area
<b>B</b>	<b>Flores Handyman</b> Redwood City, CA (650) 274-6133 <a href="mailto:floressolution@gmail.com">floressolution@gmail.com</a> <a href="http://floreshandyman.net/">http://floreshandyman.net/</a>	Remodeling Tile repair Plumbing Hardwood repair Drywall Deck repair	Peninsula
<b>C</b>	<b>Mazariegos Builder</b> San Pablo, CA (415) 412-7944 <a href="mailto:mazariegosbuilder@gmail.com">mazariegosbuilder@gmail.com</a> <a href="https://mazariegosbuilder.squarespace.com/">https://mazariegosbuilder.squarespace.com/</a>	All handyman work: Maintenance Repair Decks and Fencing Remodels Gutters Masonry Plumbing Drywall	SF, East Bay
<b>D</b>	<b>Residential Repair and Maintenance</b> San Jose, CA (408) 332-9473	All indoor handyman work (nothing in crawlspace)	South Bay
<b>E</b>	<b>San Mateo Handyman</b> San Mateo, CA (650) 200-6079 <a href="https://sanmateo-handyman.com/">https://sanmateo-handyman.com/</a> <a href="mailto:ravertynorman@gmail.com">ravertynorman@gmail.com</a>	All handyman work and plumbing	San Mateo County and surrounding areas

### DRYWALL CONTRACTORS

	Company Name	Specialties	Coverage
<b>A</b>	<b>Barcadon Construction and Remodeling</b> Los Gatos, Pleasant Hill, SF (650) 334-8300 <a href="https://barcadon.com/">https://barcadon.com/</a>	All handyman work Drywall	Branches in SF, Pleasant Hill, and Los Gatos
<b>B</b>	<b>Hole in the Wall</b> San Jose, CA (408) 978-4653	Drywall patching Sheetrock and texture	SJ, Cupertino, Mountain View (mostly South Bay)
<b>C</b>	<b>Mazariegos Builder</b> San Pablo, CA (415) 412-7944 <a href="mailto:mazariegosbuilder@gmail.com">mazariegosbuilder@gmail.com</a> <a href="https://mazariegosbuilder.squarespace.com/">https://mazariegosbuilder.squarespace.com/</a>	All handyman work: Maintenance Repair Decks and Fencing Remodels Gutters Masonry Plumbing Drywall Etc	SF, East Bay



## Attachment 7 - Bay Area Resources

(listed in alphabetical order)

### GENERAL CONTRACTORS

	Company Name	Specialties	Coverage
<b>A</b>	<b>ASL Remodeling</b> Los Gatos, CA (669) 649-4120 <a href="https://aslremodeling.com/">https://aslremodeling.com/</a>	General Contracting Bathroom Kitchen Addition Remodel	South Bay and Peninsula
<b>B</b>	<b>Lemon Remodeling and Services</b> San Jose, CA (408) 883-0191 <a href="https://lemonremodeling.com/">https://lemonremodeling.com/</a>	General Contracting Kitchen remodel Bathroom remodel Home remodel Electrical services Virtual consults Painting Room additions	South Bay and Peninsula
<b>C</b>	<b>Matthew Kelly Construction</b> <a href="https://matthewkellyconstruction.com/">https://matthewkellyconstruction.com/</a> (415) 881-0904 San Francisco, CA	ADUs Home Additions Home Remodels	Bay Area
<b>D</b>	<b>NCLS Building Contractor Inc</b> South SF, CA (650) 808-7619 <a href="https://www.yelp.com/biz/ncls-building-contractor-inc-south-san-francisco">https://www.yelp.com/biz/ncls-building-contractor-inc-south-san-francisco</a>	General Contracting Bathroom Remodel Residential Services Carpentry Home Remodel Kitchen Remodel Decks and Railings Room Additions	SF Bay Area, South Bay, East Bay
<b>E</b>	<b>Tinka Construction</b> Berkeley, CA (510) 695-4119 <a href="https://www.tinka-construction.com/">https://www.tinka-construction.com/</a>	General Contracting Kitchen Bathroom Additions Flooring Decking Design and Planning Electrical	East Bay

## Attachment 7 - Bay Area Resources

(listed in alphabetical order)

### THERMAL IMAGING

	Company Name	Specialties	Coverage
<b>A</b>	<b>American Leak Detection</b> Bay Area, East Bay (510) 478-9182 <a href="https://www.americanleakdetection-bayarea.com/san-francisco/?L=true">https://www.americanleakdetection-bayarea.com/san-francisco/?L=true</a>	Plumbing Thermal Scans Mystery Leaks Pools/Spas	SF Bay Area, East Bay
<b>B</b>	<b>Castle Rock Infrared Inspections</b> (925) 518-1124 <i>(South Bay)</i> (415) 754-0379 <i>(SF Area and Peninsula)</i> (707) 687-9044 <i>(Napa and Sonoma)</i> <a href="https://www.castlerockinspections.com/pebble-beach-home-inspection.html">https://www.castlerockinspections.com/pebble-beach-home-inspection.html</a>	Infrared Inspections for: Moisture Water Intrusion Hot Electrical Breakers	San Jose to Napa
<b>C</b>	<b>Scan Tech</b> San Jose, CA (408) 286-7226 <a href="https://www.scantechutilitydetection.com/water-leak-detection-san-jose-ca.html">https://www.scantechutilitydetection.com/water-leak-detection-san-jose-ca.html</a>	Leak Detection Video Inspection Pipeline Locating Thermal Imaging Helium Testing	San Jose and surrounding areas
<b>D</b>	<b>Wall 2 Wall Property Inspections</b> San Jose, San Carlos (888) 991-9255 <a href="https://www.wallinspections.net/inspections/infrared-inspection/">https://www.wallinspections.net/inspections/infrared-inspection/</a>	Infrared Leak Inspection	San Jose, Milpitas, San Carlos and surrounding areas



# Attachment 8 - Contractor Selection Advice

## 1. Get Multiple Estimates

Talk to several contractors and get written estimates from at least three. Make sure you're comparing apples to apples when you get multiple estimates. Look at building materials, work methods, timelines and other factors that may vary by contractor. Be cautious of estimates that are too high or too low.

## 2. Hire Local, Licensed Contractors Whenever Possible

Local contractors are easier to contact if problems develop with the work in the future, and they are more likely to be familiar with building codes in your area. Ask the contractor for their local, physical address. Be suspicious of anyone who goes door-to-door or refuses to leave a contract overnight.

## 3. Check Their Past Work

How has their work turned out in the past? Do they specialize in the kind of work you want done? Check references about the quality of their products, their workmanship and their customer service. Inquire about their professional reputation and years in business with the Better Business Bureau. A contractor with more than five years of experience is preferable.

## 4. Take Your Time Making a Decision

Get multiple bids before making a decision. Don't be pressured into making an immediate decision, particularly with regard to signing a contract. Be cautious when asked to pay a large deposit up front. Make sure to read the fine print on all estimates and contracts. If you're having emergency repairs done and don't have time to thoroughly research a contractor, ask neighbors, family or friends to see if they have had a good experience with an emergency services contractor.

## 5. Check Insurance and Bonding

Make sure the contractor is properly insured and bonded. Ask the contractor for a certificate of insurance (COI), which should provide the name of the insurance company, policy number and policy limits the contractor carries. You can contact the insurance company directly to verify the coverage and make sure the policy is still in effect. Do not do business with a contractor who does not carry the appropriate insurance coverage. If the contractor is not insured, you may be liable for accidents that occur on your property.

## 6. Get Everything in Writing

Secure a comprehensive contract before work begins. Get everything in writing, and make sure the contract is clear and well written. Consider having a lawyer review the proposed contract for your protection before you sign it if the project involves substantial costs. The contract should include:

- A detailed description of the work to be completed and the price of each item.
- A payment schedule – for example: one-half down and one-third when work is partially completed, and the balance due upon completion
- The estimated start date and completion date on larger projects.
- Any applicable guarantees, which should be written into the contract and clearly state what is guaranteed, who is responsible for the guarantee, and how long the guarantee is valid.
- Changes to the contract should be acknowledged by all parties in writing.

## 7. Understand Your Right to Cancel

Federal law may require a "cooling off" period, in which you can cancel the contract without penalty. Check with the Federal Trade Commission and the laws of your state to understand your rights. Be sure to follow applicable rules during the cooling off period. If you do cancel, consider sending the notice of cancellation by registered mail to ensure you have proof of the cancellation.

## 8. Don't Pay Up-Front In Full

Don't pay for the entire project before it is completed. Make sure you make checks payable to a company, not an individual, and do not pay in cash. For larger projects, it is standard practice to pay one-third of the estimated costs as an initial payment. That way, you can retain your cashed check as a receipt.













## 9. Anticipate Delays

Delays happen, and may not be the fault of your contractor. In spite of the timeline outlined in your contract, circumstances such as weather may prevent the work from remaining on schedule. Be realistic and prepare to adjust your plans accordingly.

## 10. Keep a Job File

Keep your contract and all the supporting documents in one folder. Your file should also contain any change orders, plans and specifications, bills and invoices, canceled checks, and certificates of insurance and any letters, notes, or correspondence with the contractor.

## Attachment 9 - Possible causes of foundation movement

<p><b><u>Low Bearing Capacity Soils</u></b></p> <p>Some soils are not capable of supporting the weight or bearing pressure exerted by a building's foundation.</p>	
<p><b><u>Poor Fill Compaction</u></b></p> <p>In some cases lots are created by adding soils brought in from off-site locations or cutting one area of the hillside and filling another to create a more level lot and when fill soils are not adequately compacted, they can compress under a foundation load.</p>	
<p><b><u>Excessive Moisture Content</u></b></p> <p>Excess moisture can saturate foundation soils, which often leads to softening or weakening of clays and silts. The reduced ability of the soil to support the load results in foundation movement and/or cracking. The moisture is often a consequence of poor surface drainage around the structure, leaks in water lines or plumbing, or a raised groundwater table.</p>	
<p><b><u>Expansive Soils</u></b></p> <p>Expansive soils will swell when wet and contract when dry.</p>	
<p><b><u>Lateral Sliding/Soil Creep</u></b></p> <p>Soil creep is caused by slow downward movement of expansive soils under the influence of gravity and the effect of moisture changes. The depth to which this occurs varies depends on moisture amounts and soil types but can often times extend down below the depth of most shallow foundations. (Note: slow moving landslides can fall into this category)</p>	
<p><b><u>Insufficient Footers</u></b></p> <p>Sometimes footers are either nonexistent, designed too small for the current loads or not built to the design at the time and hence have inadequate bearing capacity.</p>	
<p><b><u>Soil Consolidation</u></b></p> <p>Consolidation occurs when the weight of a structure or newly-placed fill soils compress lower, weak clay based soils. Consolidation results in downward movement or settlement of overlying structures. Settlement caused by consolidation of foundation soils may take weeks, months, or years to be considered "complete."</p>	
<p><b><u>Soil Compaction</u></b></p> <p>Vibration from heavy equipment or vehicular traffic.</p>	
<p><b><u>Seismic Activity</u></b></p> <p>Vibration from seismic activity.</p>	
<p><b><u>Impact from Trees</u></b></p> <p>As trees mature, their demand for water also grows and the root systems continually expand and can draw moisture from the soil beneath the foundation. Clay-rich soils shrink as they lose moisture, resulting in settlement of overlying structures. Foundations closer to the surface are more often affected by soil dehydration due to tree roots than are deep, basement level foundations.</p>	
<p><b><u>Soil Erosion</u></b></p> <p>Most likely causes include poor surface drainage, faulty drains, leaking water mains or other underground water movements.</p>	
<p><b><u>Apparent Settlement Due to Construction</u></b></p> <p>This is where the area in question was built with a slope to it, greater than normal such that it looks as if it has settled when in fact it may not have moved.</p>	



Unlikely to be contributing based on data available at the time of the inspection



Likely contributing based on data available at the time of the inspection



Possibly contributing but further data, analysis (soils report) and/or history would be needed