

Course: Exterior Design Institute – Exterior Wall cladding: 3rd Party & Moisture Analyst Inspector Certification Course- Level I
Lesson: Inspection Documents & Process
Topic: 12.04: Thoughts for a Contract: HAVE YOUR ATTORNEY CREATE YOUR CONTRACT
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Sample Company Information Document
(Edit as needed to be you and your company then,
have your attorney review prior to use)
Your Name or Company Name, Address and Contact Info Here

SAMPLE HEADING
Professional Inspections, Diagnostics & Evaluations
On Exterior Wall Claddings
Including Synthetic Stucco & Hard Coat Stucco

Company Profile

Our Business

We are independent inspection technical advisors. We specialize in exterior wall systems constructed of Synthetic Stucco or Hard Coat Stucco. Synthetic Stucco is also known as EIFS (exterior insulated and finish systems) or DEFS (Direct Applied Exterior Finish Systems), Hard Coat Stucco is also referred to as traditional Portland cement-based stucco and Adhered Stone Veneer (ASV). These exterior wall claddings may be installed on any commercial or residential structure and with any wall structure including masonry, concrete, wood or steel frame and sheathing, or ICF.

Our Clients

Home or property owners, property managers, relocation companies, realtors, appraisers, contractors, attorneys, architects, engineers, homeowners' associations, and building inspectors.

Our Services

Wall Cladding Inspection including Moisture Analysis

We perform a full wall cladding inspection including detailing, sealant installation, physical performance, and moisture analysis on any structure with stucco (Synthetic or Traditional) as the exterior cladding. We analyze the structure's details and with the aid of sophisticated electronic equipment, diagnose any water infiltration problems. We issue a full report, including photographs of our findings.

Evaluations

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We perform evaluations on proposed designs for new construction or renovation. We assist review of details to obtain the maximum performance of the selected system and materials.

Third Party Inspections

We perform Third Party Inspections for any field applied EIFS or traditional stucco applications. This applies to new construction or renovation work. Some model building codes require Third Party Inspections on face sealed (barrier type) EIFS applications. In addition, several EIFS and stucco manufacturers now require Third Party Inspections of applications using their products in order to obtain a valid warranty. Third Party inspections help insure the EIFS and/or stucco application is done in accordance with the manufacturer's specifications and the appropriate job documents. We issue a full report including photographs of our inspection.

Our Personnel

Our inspectors are trained and Certified Third-Party inspectors, and they are trained and Certified Moisture Analysts. Additionally, each inspector has not less than xx years' experience in the building industry and stucco and coatings industry. Our office staff is trained in various systems, so client communication is accurate and efficient.

Our Credential and Affiliations

- Exterior Design Institute (Moisture Analyst, Third Party Inspector)
- list other certifications and credentials

Our Inspectors

- Name - City, State Phone Number
- Name - City, State Phone Number

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Thoughts for a Contract (Modify ideas and take to your attorney)

Your Name or Company Name, Address and Contact Info Here

Identify Property to be Evaluated

INSPECTION ID _____ Inspector _____

DATE _____

Inspection Type

Premises _____

City _____ State _____ Zip _____

CLIENT _____

ADDRESS _____ CITY _____ STATE _____ ZIP _____

TELEPHONE _____ Mobile _____

Comments: _____

This Letter of Agreement, upon acceptance by signature below by the Client, shall serve to set forth the material terms and conditions upon which Contractor shall provide inspection and consulting services at the above identified noted as “Premises”.

TYPES OF SERVICES YOU OFFER MAY INCLUDE:

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THIRD PARTY INSPECTION

The Third-Party Inspection occurs during actual installation of the EIFS or traditional stucco system. The purpose of the Third-Party Inspection is to ensure that installation is performed in accordance with job documents, manufacturer's specifications, code requirements and industry standards. The inspector shall make a minimum of three on-site inspections (unless otherwise stipulated) during active installation of the stucco cladding system. A short summary report will immediately follow each on-site inspection and a final summary report will be issued at or near job completion.

EVALUATION SERVICE

A review of drawings, details or building plans is available upon request. The review compares existing industry requirements, code requirements and industry recommendations to the structure under design or under active construction. The evaluation service provides a written report containing comparisons, comments and recommendations.

INSPECTION / MOISTURE ANALYSIS

This Service is performed on existing structures clad with synthetic stucco (EIFS) or traditional Portland cement stucco or Adhered Stone Veneer (ASV).

PHASE ONE

Non-Destructive

Involves a visual and electronic subsurface scanning meter inspection of the building exterior surfaces covering but not limited to the following items:

- A. Identification of areas of physical damage and/or staining.
- B. Inspection of window and doorframes sweeps and exposed edges for proper caulking or installation.
- C. Inspection of penetrations of the building exterior such as hose bibs, electrical meters and fixtures, shutters, etc.

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PHASE TWO

Involves tests and analysis which may include the use of moisture reading equipment with attached probes (approximately 3/16” diameter) for exterior moisture reading and special scanners for use on interior and exterior surfaces to determine moisture levels.

Client acknowledges and agrees that the use of a probe to conduct the Phase Two test procedures involves penetration of the exterior surface by probing, in order to contact the substrate, will result in observable puncture marks in the exterior surface. Client authorizes the inspector/contractor to proceed with Phase Two testing if the Phase One inspection discloses a high possibility of the presence of moisture, without any requirement of proper notification of the client. Inspector/contractor shall fill such probe hole using sealant, which complies with ASTM-C920, but will not paint or otherwise attempt to match the sealant color to the adjacent wall color.

PHASE THREE

In the event it is deemed necessary by Client and Inspector/Contractor after receipt of the results of Phase One and Phase Two of this inspection with proper authorization Inspector/Contractor will Conduct sampling if required.

This entails cutting the exterior surface away from the substrate (generally no more than 18 inches square). Client assumes all responsibility, at Client’s expense, to arrange for repair of damage to the Premises by qualified contractor/applicator selected by the Client. Furthermore, since substrate is concealed, Inspector/Contractor assumes no responsibility for condition for substrate underneath (damaged or undamaged).

FINDINGS

Inspector shall prepare and furnish to Client one (1) copy (unless additional copies are requested) of a detailed written report of his findings based on the inspection procedures, including photographs of areas of suspected moisture and test results. The finding set forth in the report concerning the condition of Premises shall apply as of the date of the inspection. The Inspector/Contractor makes no representations concerning changes in the condition of the Premises occurring after inspection. The report shall

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describe suggested remedial action to treat any moisture problems found to exist. All reports, data and other information generated in performance of the services provided hereunder shall be the property of the Inspector/Contractor.

LIMITATIONS OF SERVICES PROVIDED
(YOUR ATTORNEY SHOULD WRITE THIS SECTION FOR YOUR STATE!)

The inspection services provided hereunder are solely to identify areas of suspected moisture damage caused by water intrusion. Inspector/Contractor shall not be responsible to correct or remedy any damage to the Premises resulting from the presence of harmful levels of moisture. Any corrective work and/or repairs shall be the sole responsibility of the Client, and may require engagement by Client of qualified architect, engineer, or other contractor at Client's sole expense.

No statement made by Inspector/Contractor, either oral or written, shall create any representation or warranty, except as may be stated expressly in the Contract. Statements or descriptions are for informational purposes only. Inspector makes no warranty of any type, actual or implied, including, but not limited to, warranties of workmanship or fitness for habitation of the Premise.

Client acknowledges and agrees that the absence of a finding of moisture by the Inspector/Contractor shall not constitute a guaranty of the condition of the Premises. Client agrees to hold Inspector/Contractor, its officer, agents and employees harmless from any liability to Client for errors or omissions relating to conduct of the inspection and/or test procedures.

SAMPLE FEE SCHEDULE

Travel time _____

On site time _____

Report preparation at office _____

Sub Total _____

Evaluation / Inspection Fee Total _____

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The fee shall be due and payable in full upon completion of inspection and as a condition to release the copy of the report of findings by Inspector/Contractor to Client. Client acknowledges that separate fees, separate inspection and separate contract are involved if Phase 3 core sampling is requested.

Your signature below on behalf of the Client shall indicate acceptance of the terms and conditions set forth in this letter and authorizes Inspector/Contractor to proceed with the inspection services.

Agreed and Accepted by below signed:

CLIENT SIGNATURE/TITLE _____ DATE _____

PRINTED NAME of Client _____

INSPECTOR SIGNATURE _____ DATE _____

PRINTED NAME of Inspector _____

**THESE ARE SOME IDEAS YOU NEED TO DISCUSS
WITH YOUR ATTORNEY TO CREATE YOUR
AGREEMENTS.**