



# Alpha Inspections

(830) 837-1071

www.alphainspections.org

## New Construction Inspection Contract

Client Name(s): \_\_\_\_\_ Date \_\_\_\_\_ File# \_\_\_\_\_

Address: \_\_\_\_\_ City/State/Zip \_\_\_\_\_

Phone #(s) \_\_\_\_\_ Cell # \_\_\_\_\_

E-Mail(s) \_\_\_\_\_ Inspection Type \_\_\_\_\_

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Inspection Address \_\_\_\_\_ City/State/Zip \_\_\_\_\_

Builder \_\_\_\_\_ Phone # \_\_\_\_\_

Sub Div. \_\_\_\_\_ Superintendent \_\_\_\_\_ Phone # \_\_\_\_\_

Square Footage \_\_\_\_\_ Rooms/Baths/Garages \_\_\_\_\_ 1 or 2 Story \_\_\_\_\_

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THIS CONTRACT LIMITS LIABILITY - PLEASE READ CAREFULLY

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Hereafter, "Client" refers to the above named client / purchaser of the inspection report, "Inspector" refers to Alpha Inspections (hereafter Alpha).

### **Scope of New Construction Services**

A New Construction Inspection is intended to provide a review of the building systems as they are constructed. This is a phased construction inspection that visually examines the building under construction at different separate milestone events. These inspections evaluate the quality, workmanship and execution of the design and construction. This inspection does not review the design features, detailing, dimensions or layout.

## **The Phases of Inspection are:**

**Phase I Foundation Layout** - formwork, plumbing, reinforcement, moisture barrier and any other materials that are going to be embedded in the concrete, **before** permanency occurs.

Some other elements inspected include:

1. Ensuring internal load bearing footers are provided and properly located.
2. Visible plumbing and drainage lines are properly laid and protected.
3. Vapor barrier is properly installed and sealed at all joints and openings.
4. Proper placement and tying of concrete reinforcement bars.
5. Proper reinforcement of formwork.
6. Trenches for footers properly cut out and clear of debris.
7. Ensuring no visible debris or foreign material within the pour area.

## **Phase II Frame Inspections**

Inspection of the building shell before the application of finishes, enables us examine in detail the structure of the property. The entire house is inspected on a room-by-room basis. All walls and ceilings are checked for workmanship.

Other elements inspected include:

1. Structural and Framing Components ( Rafters, Ridge Beam, Collar Ties, Purling & Supports, etc...)
2. Properly Installed Support Beams
3. Electrical, Plumbing, and Mechanical Rough Outs
4. Attic Ventilation & Roofing System
5. Careful Review of the External Shell with Emphasis Placed on Moisture Intrusion Problems.

You will receive a written report with noted deficiencies, and our trained inspectors are available to assist you and your builder with report questions before and after the inspection.

### **Phase III Final Inspection**

Our "final" inspection is carried out just prior to your final walk through with the builder. All fixtures and finishes should be in place, electricity and water on, and the house cleaned and ready for closing.

We check all the systems including: structure, exterior, roof, floors, ceilings, air conditioning, electrical, plumbing, appliances etc.

You will receive your computer generated report at the end of the inspection and time is allotted for report review and questions. **This will greatly prepare you for your walk through and provide you with formal documentation of items needing repair.**

Typical deficiencies include but are not limited to:

1. Missing or low attic insulation
2. Improperly sealed windows
3. Poorly installed siding, soffit, fascias and trim
4. Air conditioning duct leakage, A/C line insulation, Compressor pad issues, etc...
5. Poor workmanship of interior/exterior finishes
6. Poor yard drainage (water not draining around the foundation)
7. Uncut roof vent openings
8. Improper circuit breaker protection
9. Mismatched circuit breakers
10. Improperly wired switches/receptacles

A written report will be issued within 24 hours of the completion of each milestone inspection. The report will include written documentation of issues found, as well as photographs to clarify selected issues. The report will be sent to the Client only.

The "New Construction Inspection" identifies general conditions affecting the property. Inspection is limited to readily accessible components, which are accessible at the time of the inspection. Trained inspectors who are knowledgeable in a variety of Areas perform the "New Construction Inspection". However, they are not "experts" in every field. If an "expert analysis is desired contact Alpha Inspections for further information.

Other limitations that may affect the inspection include, but are not limited to, adverse weather conditions and on-site accessibility. This inspection is not intended to be a "Code Compliance" inspection. Code compliance is the responsibility of the Architect and/or builder.

Client is informed that the inspections are the opinion of the inspector, subject to the qualifications of the inspector and characteristics of the site inspected. Alpha shall not be held liable for information from others,

including but not limited to, the age and size of the building, presence or performance of private sewage systems, and building permits. Structural Design and Pest Infestation reporting are not included in this report. Client should consult with a qualified Structural Design or Pest Control Applicator for those additional services.

Other items not included are: tenant equipment, any type of environmental issues (I.E Chlordane, Radon, Asbestos, Electromagnetic Fields, etc...) Phase One Environmental Studies, geological hazards, engineering evaluations, concealed floor cracks, zoning information, easements, condition of title, concealed roofing membrane integrity, underground components, common areas in planned communities, timers, clocks thermostats, safety device operation, lawn / fire sprinklers, detached structures, fencing, low voltage components, radiant heat performance, solar heating components, performance of appliances, product recalls or other such notices, and any area(s) not visible and accessible to the inspector at the time of inspection which would otherwise be included.

Other limitations may be described in the written report provided to Client. Additional Services are available upon request for the purpose of obtaining specific additional information not included in the "New Construction Inspection" report. See attached list for additional services provided by this and other companies.

### **Scheduling**

It is the Client's responsibility to ensure that each phase of the inspection is performed at the appropriate time. The Client should contact the Builder to coordinate the activities on-site in preparation for each milestone event. The site should be prepared and accessible, all portions of the work to be inspected should be visible, materials available, any variance from design / construction or Code certified by the appropriate party, all of which should be available for review.

Advance notification of each milestone event should be no less than three (3) calendar days, To schedule a milestone inspection, call Alpha Inspections at (830) 837-1071 during normal business hours.

Cancellation of these inspections can be accomplished no less than 24 hours prior to the scheduled appointment, without incurring cancellation fees. If any scheduled appointment, a cancellation fee will be charged. Cancellation fees are \$200 each.

### **Right of Entry**

Client warrants that Alpha may have access to enter and inspect the property at any time to review the ongoing construction activities. No area or component of the construction will be restricted or unavailable.

### **Use of Report**

The written report is considered confidential to the client named above. Alpha distributes no additional copies other than one certified copy to the client. Distribution of this report to others is at the sole risk of the client, and Alpha shall not be liable to third parties as a result of such distributions.

### **Limits of Liability**

NO WARRANTY OF FITNESS OR MERCHANTABILITY IS IMPLIED OR INTENDED WITH THE ISSUANCE OF THIS INSPECTION REPORT. Your purchase of this “New Construction Inspection” report will ultimately reduce some risk in new construction activities, but it cannot eliminate risk altogether. Other disclosures by qualified and competent individuals, as well as studies by Alpha can help further reduce your risk from construction.

If a component of the building(s) inspected by Alpha is reported as requiring replacement or repair after the inspection, and Client questions the accuracy or adequacy of the inspection report, Client will inform and allow Alpha to re-inspect the component before Client replaces the component. If Client repairs or replaces the item before Alpha has had the opportunity to re-inspect it, Alpha is absolved of all responsibility for the repair or replacement of that component.

All parties agree that the sole remedy for any dispute involving the inspection report or contract shall be through the procedures as described and offered by the American Arbitration Association per Construction Industry Arbitration. The liability of Alpha shall in no case exceed the cost of the relevant inspection. If no arbitration proceeding is initiated by either parties to this Contract within one year of the final report, the failure to initiate the arbitration proceedings will be considered conclusive evidence that the parties are satisfied that each has properly and completely performed their obligations under this Contract.

### **Legal Fees and Other Expenses**

If either party makes a claim against the other for any error, omission or other action arising out of the work performed under this contract and fails to prove all aspects of such a claim, the party making the claim will pay all attorney / solicitor fees, arbitration fees, office expenses and cost incurred in the defense of the claim. Client agrees to pay all of Alpha’s cost, legal fees and expenses incurred in collecting unpaid fees, or for any returned check tendered by Client, or any denied credit card charges.

### **Payment**

The New Construction Inspection fee includes all (3) three phased inspections. The total fee for the entire New Construction Inspection is \$900.00. Each phase inspection fee is \$300.00 will be due at time of the report for each phase inspection.

Delinquent payments are subject to 1.5% monthly service charge until paid. Client to pay all cost for collection of past due accounts, including attorney’s fees, employee labor and time in court.

**Additional Services**

Additional services are available on an “as needed” basis, as required by the Client. The services for the New Construction Inspections include all photography, evaluation and documentation required for that inspection activity. Additional services are available, typically based upon an hourly rate of \$150.00 per hour. This fee includes any time for additional documentation, research, drawing reviews, telephonic communication, report writing, payment request review, and ongoing photographic documentation of the construction process.

The Client is responsible for initiating and implementing additional services, as necessary. Alpha is not responsible for the inclusion of any additional services that might have an impact on the performance of the work. Additional services do not include construction management or supervision of the work in process, supervision or management of crews and activities occurring on site, or the coordination, supervision or management of contractors, sub contractors or design professionals.

Additional services can be initiated at any time upon mutual agreement of the terms and conditions between Client and Alpha. No additional services will be provided until an amendment to this contract is signed and received by Alpha, outlining all terms and conditions of those services. Fees for Additional Services are due upon receipt of invoice, typically at the end of each inspection. All conditions and terms of this contract are also in force for any Additional Services, unless stated otherwise in the Amendment for Additional Services.

Client hereby request a “New Construction Inspection” of the residence at the above address in full understanding and acceptance that the total liability of Alpha and/or inspector for mistakes, errors or omissions in this inspection shall be limited to the fee for each milestone inspection, except as otherwise provided by law. I warrant that I read the agreement carefully. I understand the content and agree to be bound by the terms of this contract.

**Offered by: Alpha Inspections**

Keith D. Campbell License #10107 \_\_\_\_\_ Date: \_\_\_\_\_

**Accepted by:**

Client Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Address: \_\_\_\_\_ City/State/Zip \_\_\_\_\_