

**AGREEMENT BETWEEN THE KENSINGTON POLICE PROTECTION  
AND COMMUNITY SERVICES DISTRICT AND THE KENSINGTON  
COMMUNITY COUNCIL REGARDING RECREATIONAL AND  
EDUCATIONAL PROGRAM SERVICES**

This Agreement is by and between the Kensington Police Protection and Community Services District, a California special services district (“District”) and the Kensington Community Council, a non-profit 501(c)(3) corporation (“KCC”)

**1.1 Recitals**

- A. District provides police protection, parks and recreation and solid waste services to residents of Kensington, an unincorporated area located in the County of Contra Costa (“Kensington”).
- B. District owns certain facilities that are or may be available for recreational services, more particularly defined in Section 1.3 of this Agreement (“District Facilities”).
- C. KCC’s mission is to provide educational and recreational programs for community enrichment and to improve and administer such educational and recreational programs either solely or in conjunction with the District.
- D. KCC has provided recreational and educational programming to Kensington residents and school children under a series of contracts with the District since at least 1960. The parties entered into the most recent of these contracts on January 23, 2017 (“2017 Services Agreement”).
- E. KCC’s programming and administrative offices are located on District property pursuant to the 2017 Services Agreement and prior contracts.
- F. The 2017 Services Agreement provides for an automatic annual renewal of one year on July 1 unless either party gave notice of intent to terminate no later than forty-five (45) days before said date.
- G. On April 14, 2022, the District’s Board of Directors (“District Board”) voted to direct staff to send a letter to the KCC advising it of the District’s intent to terminate the 2017 Services Agreement effective July 1, 2022, and enter a new services contract that refines and more clearly sets forth the parties’ mutual responsibilities.
- H. On April 14, 2022, the District sent a letter to the KCC notifying the latter of the District’s intention to terminate. KCC received the letter on April 24, 2022.
- I. Thereafter, the parties agreed to extend the agreement five times, most recently until May 31, 2023, and desire now to extend the agreement until June 30, 2023.
- J. The District wishes the KCC to continue providing recreational and educational

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programming for Kensington residents and school children and the KCC wishes to continue to provide such programming as provided herein. This Agreement's purpose is to clearly state the parties' respective obligations and expectations.

**1.2 NOW, THEREFORE, the District and KCC hereby agree as follows:**

**1. KCC Use of District Facilities for Recreational Programs**

1.1. KCC shall provide recreational and educational programs on behalf of the District as provided in this Agreement, making such programs available to the community, including, without limitation, Kensington residents and students attending public schools in Kensington.

1.2. KCC has historically offered three categories of programming on the District Facilities: Kensington After School Enrichment Program ("KASEP"), KCC Children's Summer Camp ("Camp") and adult enrichment programs ("Adult Programs"). Exhibit A contains a more detailed description of the programs KCC agrees to provide on District Facilities (collectively, "Recreational Programs").

1.3. The District Facilities subject to this Agreement are the following:

1.3.1. Community Center Lawn, Main Room and other portions of the Kensington Community Center indicated in Exhibit B. Exhibit B shows the Community Center Lawn just west of the Community Center. Exhibit B identifies the Main Room as the Meeting Hall and also depicts Meeting Rooms 1-3 and the Kitchen. Meeting Room 3 is not covered by this Agreement.

1.3.2. Kensington Park Tennis Courts, shown on Exhibit C to the north and west of the Grass Meadow.

1.3.3. Kensington Park Basketball Courts, shown on Exhibit C to the west of the Grass Meadow.

1.3.4. The Recreation Building (formerly known as Building E), shown on Exhibit C to the south of the Grass Meadow.

1.3.5. The Grass Meadow, shown on Exhibit C (also known as the Park Great Lawn).

1.4. The District shall make the District Facilities available to KCC for Recreational Programs as set forth in the Schedule of Facilities Use contained in Exhibit D.

1.4.1. The District must get approval from KCC Administrator to use reserved facilities during KCC contracted times, which approval shall not be unreasonably withheld.

1.4.2. KCC shall use District Facilities solely for planning, administering, and providing Recreational Programs and for other uses expressly allowed in this Agreement. The General Manager can waive this

restriction for good cause to allow KCC to use the Recreational Building for KCC Board meetings.

## **2. Facilities Use Fee**

### **2.1 KCC shall pay a yearly rate of \$ 29,000 (twenty-nine thousand dollars) (“Base Charge”). Base Charge shall include the following:**

- 2.1.1 The Community Center: regular cleaning, maintenance, repair, utilities, annual fire extinguisher and fire alarm testing, annual window washing, pest control, regular gardening, plant and building maintenance, toilet paper and paper towels and repairs as needed.
- 2.1.2 The Recreation Building: annual fire extinguisher and fire alarm testing, annual window washing, pest control, regular gardening, plant and building maintenance, water utility and repairs as needed. The Base Charge shall not include internet, phone, gas or electric utilities, regular cleaning, toilet paper or paper towels for the Recreation Building.

**2.2** Beginning on July 1, 2024, and annually thereafter, the District may, in its sole discretion, increase the Base Charge to reflect (but not exceed) inflation as determined by the Consumer Price Index for All Urban Consumer (CPI-U) (subgroup “All Items,” San Francisco – Oakland – Hayward, CA Core Based Statistical Area, (1982-84=100)) published by the Bureau of Labor Statistics, U.S. Department of Labor.

**2.3** KCC shall pay the Base Charge in two installments, due June 30<sup>th</sup> and December 30<sup>th</sup> of each year. Each installment will constitute payment for the prior six-month period. KPPCSD shall provide to KCC notice of payment receipt within 30 days.

## **3. Maintenance and Repair Fund for the Recreation Building**

**3.1.** The District has obtained a report from Cantor Inspections dated April 26, 2023, that details conditions in the Recreation Building that require significant maintenance and repair (“Cantor Report”). A copy of the Cantor Report is set forth in Exhibit in E.

**3.2.** The necessary work described in the Cantor Report, with the exception of the roof replacement noted on page 8, shall be referenced in this Agreement as the “MMR Items.”

**3.3.** KCC shall make annual contributions to a fund for major maintenance and repair items (“MMR Contributions”) for a period of four years beginning on December 30, 2023, with subsequent payments due on December 30 of the ensuing three years. The final MMR Contribution shall be due on December 30, 2026. Each MMR Contribution shall be in the amount of \$30,000 (thirty thousand dollars).

- 3.4. The District will establish an MMR Fund as a separate fund that will be used solely for the purpose of the MMR Items. The District, after consultation with KCC Recreation Manager, shall determine the order and timing of the repairs with consideration given to minimizing disruption to Recreational Programs.

#### 4. Financial and Program Reporting

KCC shall submit the program guide electronically in PDF format for each upcoming session (“Program Guide”) to the District General Manager and Park Administrator when KCC posts it on its website.

- 4.1. On or about one month after the end of each session, KCC shall provide the District General Manager a report in electronic format detailing the previous session’s Recreation Programs. This report shall, at a minimum, include total number of participants attending KCC programs, numbers of classes, an updated listing of KASEP staff, KCC Board members and members of any advisory committees.
- 4.2. On or about May 30<sup>th</sup> and November 30<sup>th</sup> of each year, KCC administrative staff will provide the District General Manager with year-to-date financial records relating to provision of recreational programs including all revenues, listed by source (including donations) and all expenses.
- 4.3. KCC shall present the Board with its fiscal year-end report on an annual basis to include programming, revenues, and expenses.
- 4.4. KCC will provide the District with a copy of its Articles of Incorporation and Bylaws, which will comply with State legal requirements. In the event of any amendments to the Articles or Bylaws, KCC will promptly provide District with the amended governance documents.

#### 5. Operations

- 5.1. KCC shall operate all programs in compliance with applicable federal, state, and local laws. This will include, without limitation, employment requirements in Section 18975 of the California Business and Professions Code and fair employment requirements in Title 2, Division 3, Part 2.8 Chapter 6 of the California Government Code.
- 5.2. KCC activities under this Agreement shall comply with all State of California and Contra Costa County health and safety recommendations and notices, including, without limitation, those relating to fire safety, indoor masking, group gathering size and vaccination.
- 5.3. KCC will work with the District Parks Administrator to coordinate use of District Facilities.

- 5.4. District shall maintain in good condition and repair the District Facilities listed in Paragraph 1.3 and provide the specific services included in the Base Charge under Section 2.1 of this Agreement.
- 5.5. District will respond to and rectify health and safety repair requests as soon as practicable. Other repair requests will be addressed as quickly as reasonably possible but no later than 30 days. Upon agreement of the District, KCC may undertake repairs.
- 5.6. KCC is responsible for any damage to District property caused by its operations under this Agreement beyond ordinary wear and tear. KCC will promptly report to the Parks Administrator any damage or need for repairs.
- 5.7. District reserves the right to reallocate all or part of the District Facilities listed in Exhibit D to other District purposes. In the event of facilities reallocation, District shall give KCC at least 120 (one hundred twenty) days prior written notice of any such changes. During the 120-day notice period, the parties will negotiate in good faith either for substitute space for KCC on District property, a relocation to non-District-owned property, or a reduction in KCC's duties and payments under this Agreement or a combination of all these options. This Section 5.7 shall not apply to KCC's administrative offices in the Recreation Building.
- 5.8. KCC's administrative offices are located in the Recreation Building, a District-owned facility. KCC may access said offices seven days a week, twenty-four hours a day. During the term of this Agreement, District will continue to make the Recreation Building available for KCC's offices unless the District provides alternate premises of comparable amenities and location (i.e., in or adjacent to the Kensington Park). District will provide KCC at least 120 (one-hundred twenty) days written notice of relocation deadline.
- 5.9. KCC shall not allow the use of or access to the District Facilities to any third party without District's prior written approval. KCC's recreational and educational third-party service providers are exempt from this clause if said providers are covered by the KCC insurance required by Section 6.6 of this Agreement.
- 5.10. If KCC cancels multiple classes or programs due to natural disaster, or other unforeseen event, KCC staff will notify the Parks Administrator as soon as practicable.
- 5.11. If programs or sessions are cancelled due to state, county, local government (KPPCSD) or school health orders or mandate, natural disaster or other declared emergency, enrollees are entitled to a refund of no less than 90% (ninety percent) of fees prorated based on program or session calendar at time of cancellation. If said orders last more than 30 consecutive days, the Facilities Fee will be reduced by a prorated amount.

## 6. General Provisions

- 6.1.** KCC shall not assign or transfer voluntarily or involuntarily any of its rights, duties, or obligations under this contract without the express written consent of District in each instance. This includes, without limitation, allowing other non-KCC individuals or groups to use the District Facilities except as permitted under Section 5.9 of this Agreement.
- 6.2.** Term: This Agreement shall take effect on July 1, 2023. Each July 1<sup>st</sup> thereafter, this Agreement shall renew automatically for a term of one year unless either party gives 90 (ninety) days prior written notice from said date of intent to renegotiate terms.
- 6.3.** Termination. This Agreement may be terminated by either party as follows:
- 6.3.1. Without cause, by giving six months prior to July 1 written notice to the other party.
  - 6.3.2. In the event of a breach of this Agreement, i.e., with cause, after giving the other party 60 days written notice during which time said party fails to cure said breach.
  - 6.3.3. Where the health and safety of program participants so require, upon giving written notice to the other party.
- 6.4.** In conducting activities under this Agreement, KCC acts as an independent contractor to District. Neither KCC nor any of KCC's officers, employees, agents, or subcontractors, if any, is an employee of District by virtue of this contract or performance of any work under this contract.
- 6.5.** Indemnification.
- 6.5.1 KCC shall defend, indemnify, and hold District and its directors, officers, and employees harmless from and against all liabilities regardless of nature or type arising out of or resulting from KCC's performance of services under this contract, or from any negligent or wrongful act or omission of KCC or KCC's officers, employees, agents, or subcontractors. Liabilities subject to the duties to defend and indemnify include, without limitation all claims, losses, damages, penalties, associated investigation, and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. KCC's obligation to indemnify applies except to the extent it is adjudicated that its liability was contributed to by the negligence or willful misconduct of an indemnified party. If it is finally adjudicated that liability was caused or contributed to by the negligence or willful misconduct of an indemnified party, KCC's indemnification obligation shall be reduced in proportion to the established comparative liability of the indemnified party.

- 6.5.2 Any defense provided hereunder by KCC shall be with counsel approved by the District, whose approval of such defense counsel shall not be unreasonably withheld, delayed, or conditioned.
- 6.6. KCC shall maintain insurance covering its activities in and on District Facilities, as required by Exhibit F.
- 6.7. If a dispute arises as to the breach of any provision of this Agreement, including but not limited to a dispute regarding a termination for cause, the parties will submit the dispute to mediation and if necessary, binding arbitration conducted through JAMS. Each party will bear its own attorneys' fees and costs.
- 6.8. Definitions: For purposes of this Agreement, the following definitions apply
- 6.8.1. "Enrollee" shall mean a child or adult participating in a KCC activity located in a District Facility.
  - 6.8.2. "Parks Administrator" shall mean the District General Manager or that person's designee.
  - 6.8.3. "Program" shall mean a series of classes or other activities, taking place on multiple days.
  - 6.8.4. "Session" shall mean a period of at least seven weeks, during which KCC offers a program or programs.
- 6.9. The laws of the State of California shall govern the interpretation and application of this Agreement. In the event of a dispute, the County of Contra Costa shall be the venue for dispute resolution.
- 6.10. The parties acknowledge that they have had an adequate opportunity to review each and every provision contained in this Agreement and to submit the same to legal counsel for review and comment, including the waivers and indemnities contained herein. Based on said review, the parties agree with each and every term in this Agreement. Based on the foregoing, the parties agree that the rule of construction that a contract be construed against the drafter, if any, shall not be applied to the construction and interpretation of this Agreement.
- 6.11. This Agreement represents the entire understanding of District and KCC as to those matters contained herein. This contract may not be modified, amended, or altered except in writing signed by District and KCC.

This Agreement includes the following Exhibits, which are attached hereto and incorporated herein by this reference:

- Exhibit A: Recreational Services
- Exhibit B: District Facilities, Community Center




- Exhibit C: District Facilities, Kensington Park
- Exhibit D: Facility Use Schedule
- Exhibit E: Cantor Report
- Exhibit F: Insurance Requirements

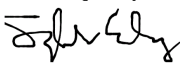
IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the day and year first herein above written.

Approved by District Board of Directors: M a y 1 1 , 2023


Kensington Police Protection  
Community Services District

Kensington Community Council

DocuSigned by:  
  
 By: 9B1775A4B032410...  
 Alexandra Aquino-Fike  
 President, Board of Directors

DocuSigned by:  
  
 By: D947C2C8CA504E5...  
 Sylvia Elsbury  
 President, Kensington Community Council


APPROVED AS TO FORM:

DocuSigned by:  
  
 By: FCBB235BA50C42E  
 Ann Danforth  
 District General Counsel



**EXHIBIT A**  
**Recreational Services**

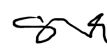

- A. KCC will run three KASEP sessions annually. Each session shall run concurrently with the West Contra Costa Unified School District's academic semester and last a minimum of seven weeks. Each class shall meet a minimum of once per week, excluding school holidays.
- B. Summer camp sessions will run a minimum of 8 weeks, five days a week excluding national holidays, unless adjustments are necessary to reflect the West Contra Costa School District's schedule.
- C. KCC may run Adult and Family Programs. Family Programs are programs designed for children who have not yet started kindergarten, children who have completed sixth grade and combined adult-child programs.
- D. KCC shall maintain appropriate levels of staffing and supplies for its Programs.
- E. The KCC Board shall set fees for camps and recreation programs before each session. KCC fees for summer camp and adult programs for non-District residents shall be 10% higher than fees charged to District residents.
- F. Prior to each session, KCC shall place paper copies of the Program Guide at locations in Kensington accessible to the general public.
- G. KCC will offer electronic enrollment through its website, which shall be accessible as required by law.
- H. Website Requirements
  - i. In the event that KCC's website is not fully accessible to individuals with disabilities as required by state and federal law, KCC shall correct any deficiencies within 90 (ninety) days of the execution of this Agreement.
  - ii. KCC's website shall contain the following information:
    - (a) The date, time, and location of KCC's monthly Board meetings.
    - (b) The names of all KCC Board members with contact information for each. If KCC appoints a board, committee, or other group to oversee any Recreation Program, the website will contain the

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names and contact information of the members of this committee.

- (c) Any benefits received by Board members or other volunteers, including, without limitation, early enrollment, or a reduction in fees.
- (d) The Recreation Program Administrator's name, office hours and contact information.

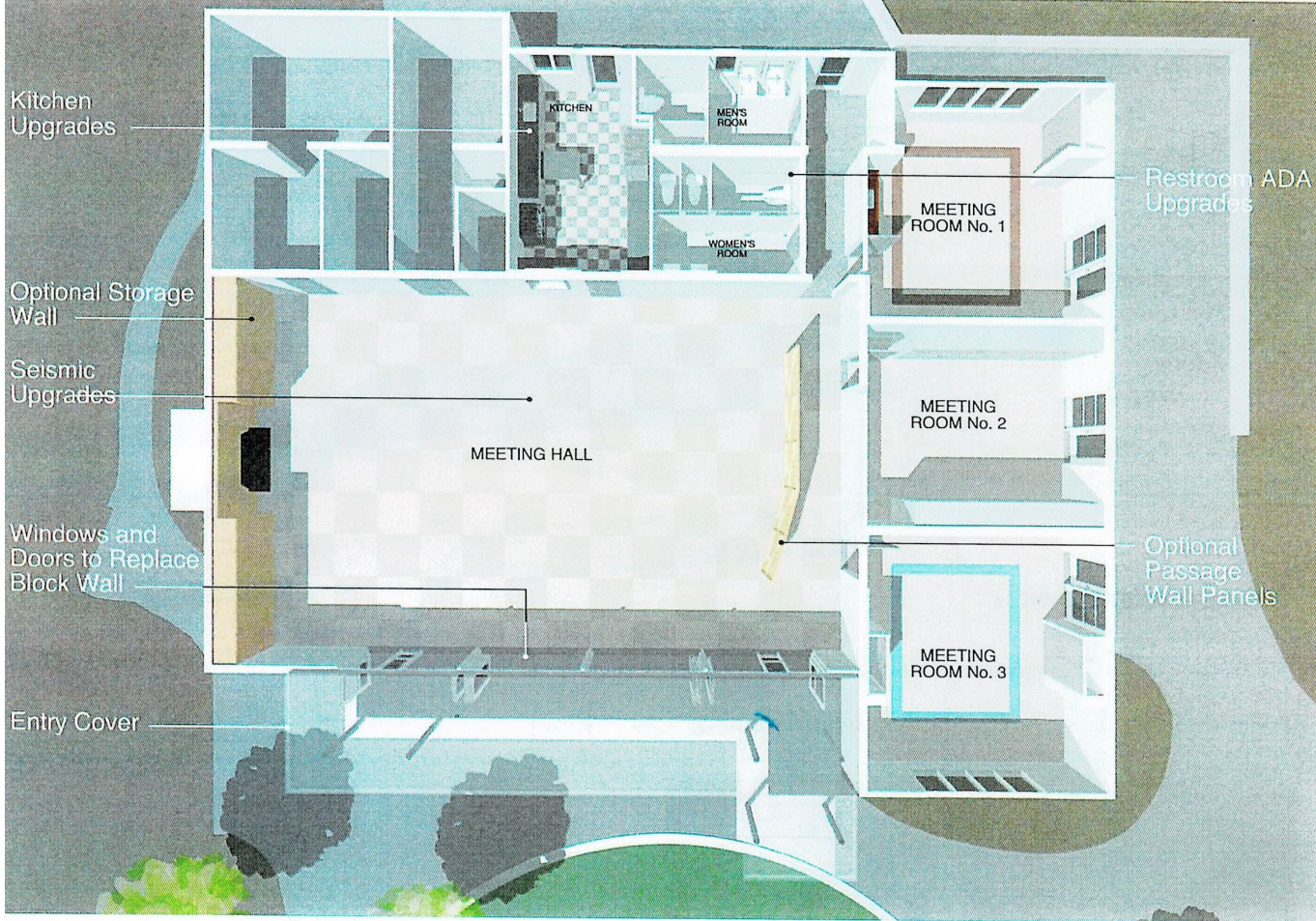
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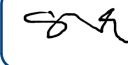

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

## EXHIBIT B

### District Facilities – Community Center

The Kensington Community Center is located at 59 Arlington Avenue in Kensington. The interior spaces are depicted below.

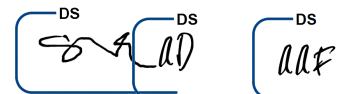


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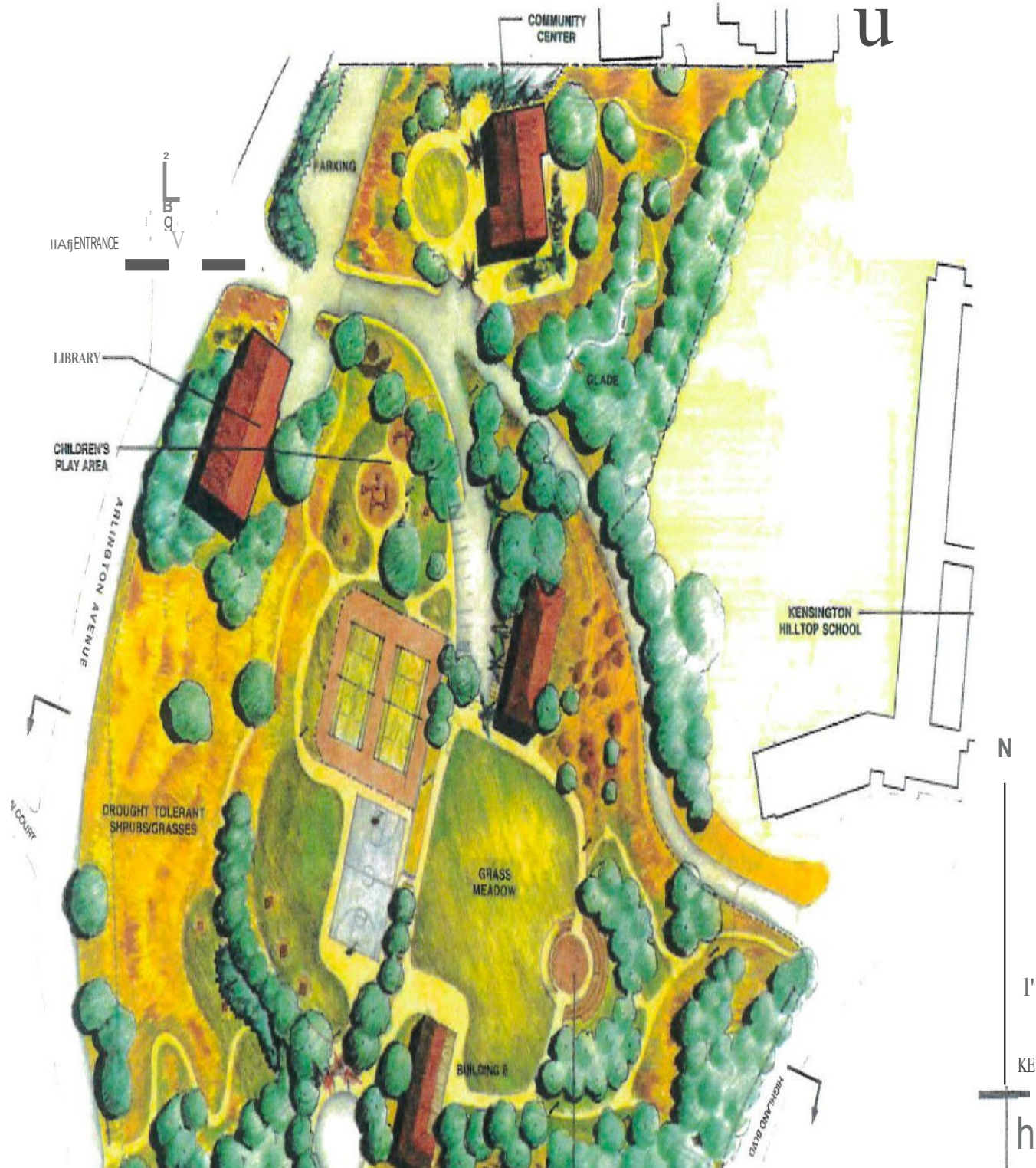
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**EXHIBIT C**  
**District Facilities – Park**

Kensington Park is located on Kensington Park Road in Kensington and facilities depicted below.







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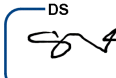


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**EXHIBIT D**

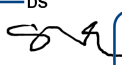
**Facility Use Schedule**

KPPCSD FACILITY	KASEP SCHOOL YEAR <i>(Excludes school holidays)</i>		KCC SUMMER SESSION <i>(Excludes federal holidays)</i>		NOTES
	Day	Hours	Day	Hours	
Community Center Main Room, storage cabinets, storage closet left of Kitchen	Monday, Wednesday, Friday	1pm – 5:30pm	Monday - Friday	8am – 6pm	Monday mornings reserved for KPPCSD rental showings, repairs, maintenance, meetings, etc.  Tuesday evenings reserved for possible Adult and Family Programs. District may request access beginning at 5:30pm, which request shall not be unreasonably refused.
	Tuesday	7am - 10pm			
Community Center Main Room, storage cabinets, storage closet left of Kitchen	Thursday	7am - 4pm			
	Monday - Friday	1pm - 5:30pm	Monday - Friday	8am-6pm	District may request access beginning at 5:30pm, which request shall not be unreasonably refused.
Community Center Kitchen + Storage Cabinets	Tuesday	6pm-10pm			Reserved for possible Adult and Family Programs
	Monday - Friday	1pm-5:30	Monday-Friday	8am-6pm	District may request access beginning at 5:30pm, which request shall not be unreasonably refused.
Community Center Meeting Room 1 + Closet	Tuesday	6pm-	Tuesday	6pm-10pm	Reserved for possible Adult and



		10pm			Family Programs
Community Center Meeting Room 2					As needed in case of inclement weather.
Community Center Lawn/BBQ	Monday - Friday	9am - 5pm	Monday - Friday	8am - 6pm	District may request access beginning at 5:30pm, which request shall not be unreasonably refused.
Kensington Park Tennis Courts	Monday - Friday	1pm - 5pm	Monday - Friday	9am - 12pm	
Kensington Park Basketball Court	Monday - Friday	1pm - 5pm	Monday - Friday	1pm - 4pm	
Kensington Park Grass Meadow	Monday - Friday	1pm - 5pm	Monday - Friday	8am - 5pm	
Recreation Building	Monday - Sunday	24 hrs.	Monday - Sunday	24 hrs.	Building not available to rent to others. KCC use limited to administration and provision of recreation programs.

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EXHIBIT E

Cantor Report

# CANTOR INSPECTIONS

5621 Ludwig Ave.  
El Cerrito, CA 94530  
(510) 507-2279

This report is CONFIDENTIAL.  
It was prepared for the below-named  
and is not intended for use by any other person.

David Aranda for the KPPCSD

The Recreation Center at  
59 Arlington Avenue  
Kensington, CA

Inspected by Matt Cantor  
Member: American Society of Home Inspectors

April 6, 2023

**FOR OTHER THAN THE ABOVE-NAMED:**

*If you are not named above and wish to use this report, we strongly urge that you retain Cantor Inspections or other qualified inspection firm for an on-site review of this building and report. This report is based on information obtained at the site. With time, conditions change and the information may no longer be accurate. We will return and review the building and report with any interested party for an amount equal to 50% of the total fee paid for this inspection. This offer is good for 6 months from the date of inspection, after which a complete reinspection should be performed.*

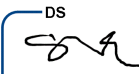

*This inspection and report was performed according to the limitations and exclusions specified in the enclosed contract. In this contract our liability is limited to twice the cost of the inspection. Cantor Inspections will, upon request, perform an inspection without this limit on liability for an additional fee. The Inspector is not responsible for determining whether the structure complies with its plans or specifications. You should consult the architect, engineer, or other design professional on this topic.*

*This report does not provide substitute disclosure for any party. This report is copyrighted by Cantor Inspections. No part may be used or reproduced in any form or by any means without prior written consent of Cantor Inspections.*

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Prepared for: David Aranda for the KPPCSD  
Address: 59 Arlington Avenue, Kensington, CA

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Prepared for: David Aranda for the KPPCSD  
Address: 59 Arlington Avenue, Kensington, CA

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## INTRODUCTION

### Property Description

This is a 1-story commercial building, constructed in approximately 1970. The building is identified as the Recreation Center as distinct from other building in the immediate vicinity in this park setting.

The building site slopes moderately down to the rear. The sky was clear at the time of our inspection.

The building interior was furnished at the time of our inspection. Areas obscured by furnishings were not accessible to inspection. These areas should be examined after the furnishings have been removed.

Several modifications have been made to the building. We recommend a permit history be obtained from the local building department to determine if modifications to the building were made with proper permits.

Several features of this building are designed to provide disability access. We did not perform an ADA or accessibility inspection.

The inspection describes conditions regarding this building, and not at any of the surrounding landscaping, roadways or other features near or around the building.

### General Comments

*This report is a general overview of the structural components and major systems. It is not intended to be technically exhaustive in any one field. If further information is desired, specialists in the relevant fields should be retained to perform additional inspections.*

*A determination as to the presence of animal pests, rodents, termites, decay, or other wood destroying organisms is beyond the scope of this inspection. A qualified pest control firm should be contacted with any questions concerning the presence or treatment of these organisms. We are not qualified in these fields. Periodic examinations should be made by a licensed pest control firm as part of routine property maintenance.*

*We may make recommendations or suggestions in this report that differ from requirements by the local building department. For determinations as to what is permitted in this jurisdiction, the local building department should be consulted.*

*This report includes only those areas that are visually accessible and not areas that are made inaccessible by walls, concrete, earth, or any other obstacle to physical access or visual inspection, such as furniture or stored items. Defects in mechanical equipment not disclosed by our functional operation or visual inspection are not included. Items or conditions not mentioned in this report are not within the scope of this inspection. An examination of every window, door, light switch, outlet, water valve, etc., was not made.*

*At the end of this report we will list the recommendations we believe to be the most important. Those recommendations should not be considered the only significant items. You should establish your own priorities after thoroughly studying this report, reviewing all the recommendations in the report, and consulting experts or specialists as desired.*

## EXTERIOR

### Horizontal Wood Siding

This building has horizontal wood siding. The siding shows moderate wear. Moderate damage was seen in a few places, but none was deemed significant. This was mostly in the form of improperly staggered cuts that are likely to have been access panels or poor repairs. See an example below.

We recommend that these areas be properly nailed and filled prior to painting.



Low voltage electrical equipment is mounted on the left-hand side of the building using a plywood panel which has become loose from the siding.



This has only a very minor effect on the building itself and should be referred to the installer or maintenance parties related to the low voltage equipment.

**Plywood Siding**

There is plywood siding at the building skirt, mostly at the rear. This siding shows moderate wear with some localized damage. See this below.



**Paint**

The paint is peeling on the siding and trim in several places. We recommend the peeling paint be scraped, sanded, caulked, primed, and painted as needed by a qualified painting contractor.



### Trim

There are several gaps at the trim and siding connections. We recommend the exterior siding and trim be examined and caulked as necessary to prevent rainwater entry.

The trim is damaged in a few places. See some of this, below, around one of the two crawlspace openings at the rear.



We recommend the damaged trim be repaired or replaced as needed. None of this was highly critical.

### Landscaping

Plants and trees are growing against the exterior in several places, including trees at the rear. We recommend all plants be trimmed or removed away from the building to prevent damage and insect entry.

*Vines, shrubs, or trees which touch the building should be removed or trimmed back periodically to prevent damage to the siding, eaves, or roof surfaces. Tree branches can damage the siding or roof, especially in high winds or stormy weather. Trees may also deposit substantial leaves and debris on the roof surface, resulting in poor drainage and roof damage.*

We recommend the area plant growth be cleared away to provide an effective fire break. The local fire department should be consulted concerning fire break recommendations in this area.

This building is located in an area that may be considered to be a High Fire Severity Zone. As such, special building requirements may be mandated for newly constructed buildings as well as additions or major remodeling.

For more information regarding wild fires we suggest visiting the office of the State Fire Marshal online at <https://osfm.fire.ca.gov/divisions/code-development-and-analysis/wildfire-protection/>.

Also: <https://csfs.colostate.edu/wildfire-mitigation/wildfire-defensible-space-checklist/> and <http://www.readyforwildfire.org> and [https://ucanr.edu/sites/fire/Wildfire\\_Preparation\\_-\\_Recovery](https://ucanr.edu/sites/fire/Wildfire_Preparation_-_Recovery)

More information can also be found online by searching for “Wildland Urban Interface”. We recommend, for increased fire protection, reducing or removing vegetation near all buildings.

We recommend window, eave, and vent modifications be discussed with a qualified contractor familiar with buildings in WUI areas.



### Park and Grounds

Inspection of the surrounding park and grounds is beyond the scope of our inspection.

### Retaining Walls

There are wooden retaining walls at the front/right. These walls are not provided with sufficient barriers or guardrails to prevent a fall. See below.



We recommend adequate safety barriers be installed.

*Wood retaining walls are subject to deterioration from moisture or wood-destroying insects. Modern wood retaining walls are typically constructed with pressure-treated lumber which is decay resistant. Redwood, though naturally decay-resistant, eventually deteriorates.*

## ROOF

### Roof Surface

The building has a laminated composition shingle roof, which is in very worn condition and damaged in several places. See the damage below.



There are several exposed fasteners. With time exposed fasteners will rust and loosen and may cause leakage.

The roofing shows evidence of numerous repairs and has been extensively patched in several places, likely indicating previous roof leakage.

We recommend a new roof surface be installed.

We recommend the trees over or near the roof be trimmed well away from the roof surface to prevent debris accumulation and roof surface damage. There is an accumulation of debris on the roof surfaces. We recommend debris be removed periodically as part of routine maintenance.

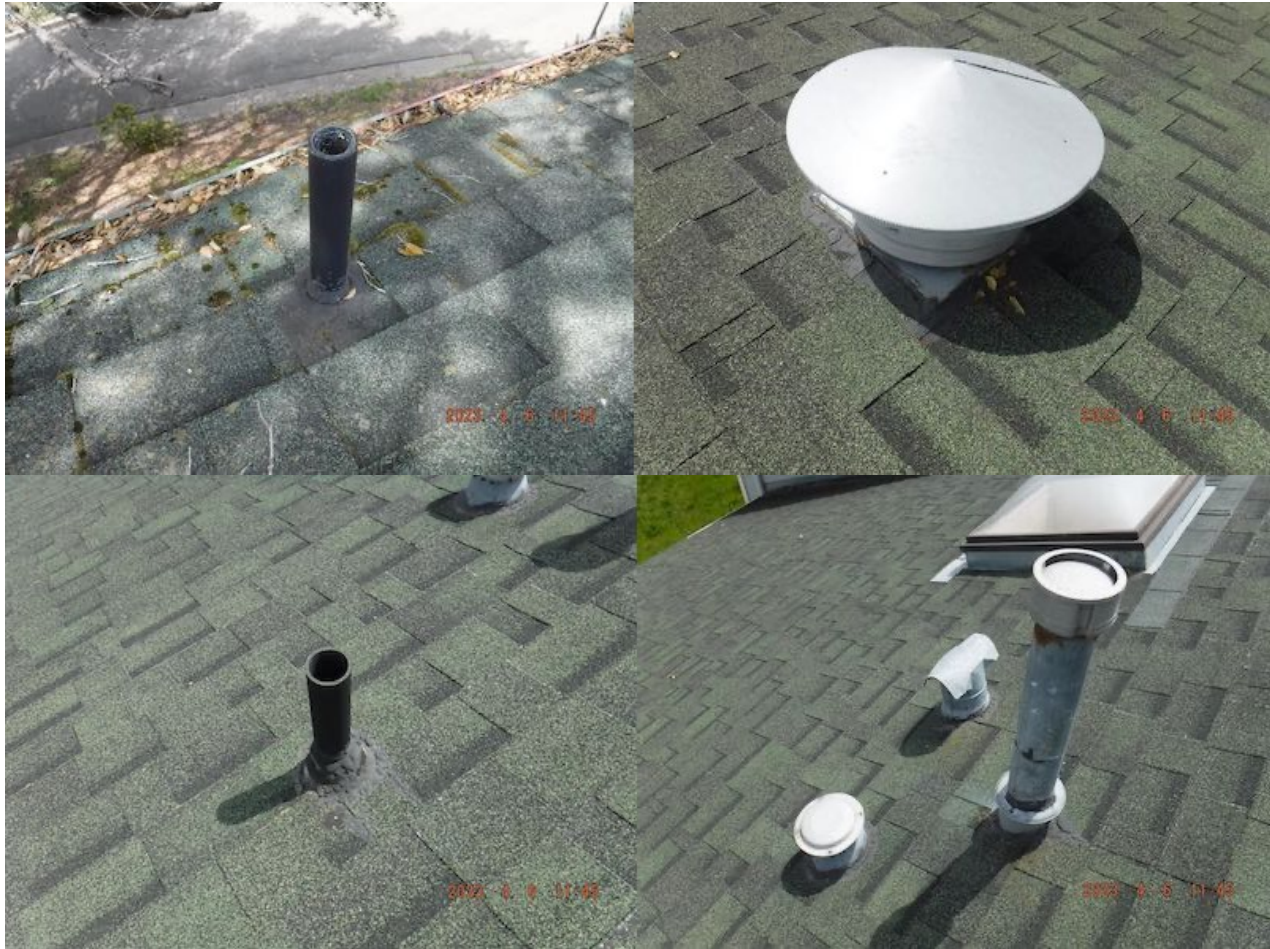
*Roof surfaces that are in worn or poor condition may need replacement, even if no leakage has occurred. Several factors should be considered when deciding if a roof surface needs replacement. A qualified roofing contractor should be consulted to determine if a roof is repairable, and if so at what cost. Will the roofer guarantee any proposed repairs? How long will the repairs extend the roof life? Could roof leakage cause significant interior damage? It is usually best to replace roof surfaces that show substantial wear.*

## Roof Flashings

The roof flashings are primarily sheet metal. Mastic was used at several of the roof flashing connections. The mastic is worn in several areas.

*Mastic is a general term for fibered roofing cement which is a thick roofing patching compound. Mastic is considered a temporary method to seal connections. Mastic dries out and cracks, typically requiring a new application every 2 to 4 years. Painting the mastic can help protect it from the sun and give a better appearance. The best procedure is to replace old metal flashings when a new roof is installed. It is common practice in some areas to leave old flashings in place and to cover them with mastic when applying new roofing over an existing roof surface.*

Several of the piping penetrations lack proper flashings and rely upon mastic predominately. See below.



There are several unpainted black ABS (acrylonitrile-butadiene-styrene, the chemical make-up of a black plastic-composite plumbing pipe used extensively for drain, waste and vent systems) plastic plumbing vent pipes that are exposed to the sun. All exposed plastic pipes should be painted for solar protection.

The top of a vent pipe does not extend above the roof level, and we recommend the vent piping be extended to terminate properly.

We recommend that all of the flashings be replaced with the new roof.



## Roof Drainage

The roof has sheet metal rain gutters. They show moderate wear.

Debris has accumulated densely in several places in the gutters. There are signs of previous standing water in several places.



We recommend the gutters be cleaned and re-examined, and modified as needed to drain freely. Rain gutters should be cleared periodically as part of routine maintenance.

We recommend strainers be installed in the gutters to minimize clogging by debris.

Several downspouts are damaged. We recommend the damaged downspouts be repaired or replaced as needed.

Several downspouts are disconnected at the top or bottom and we recommend repair.



**General**

This inspection addresses only the apparent visual condition of roofing materials, and does not include invasive testing nor guarantee against present or future leakage. Annual examinations should be made by a qualified roofer for needed periodic maintenance and repair.

*Roof surfaces, rain gutters, downspouts, and subsurface drain lines should be checked regularly. Leaves and other debris should be removed as needed. Gutter corner joints and connections may need periodic caulking or sealing. Screens can be put at the downspout gutter connections to keep debris from blocking the downspouts. To check for adequate drainage walk around the building during or shortly after a heavy rain and observe the adequacy of the roof and area drainage systems.*

## ATTIC

### Attic

There is an attic access in the left utility room. We entered the attic area to perform our inspection. Portions of the attic areas are not accessible to inspection due to limited height clearance and ducting.

The attic is framed with 2x6 rafters. The ceilings are framed with 2x6 ceiling joists. The rafters are overlaid with board sheathing.

Only minimal ventilation is provided to the attic area. We recommend additional ventilation be provided. Adequate attic ventilation is important to prevent the accumulation of moisture that can cause decay and damage and to prevent excessive attic temperatures. Improved ventilation can reduce attic and interior room temperatures.

Several attic vents are not screened.



We recommend the vents be screened to prevent animal entry.

The attic is insulated with fiberglass batts that are approximately 4 to 7 inches thick.



The insulation in the attic vestibules near the furnace has been installed reversed with the paper backing facing the open space. See an example below.



Inverted vapor barriers can constitute a fire hazard. A warning to this effect is typically found on the insulation vapor barrier. The vapor barrier should be placed against a solid backing, toward the interior of the dwelling and should never be visible from the crawlspace or the attic. In humid environments, this inversion can also cause the accrual of condensation and can damage framing. We recommend vapor barriers be properly placed.



## FOUNDATION

### Foundation

This building is a wood-framed structure with a raised perimeter foundation. The subfloor access is located at rear exterior. The subarea access doors are damaged and do not have properly installed locks to prevent undesired access. We recommend the subarea access doors be repaired or replaced and a proper lock be installed for each.

We inspected the subfloor areas by crawling beneath the accessible portions of the building floors.

The foundation appears constructed of modern steel reinforced concrete. (A determination as to the presence or extent of steel reinforcing is beyond the scope of this inspection.)

We observed no indications of substantial concrete deterioration. We observed no indications of previous foundation settling or movement.

### Substructure Framing

The primary floor framing consists of 1-inch thick (nominal) decking boards installed over 2-inch thick (nominal) joisting.

### Wall Bracing

The wood-framed walls above the foundation have bracing typical for buildings of this age and type. We recommend additional bracing or plywood paneling be installed to improve the building's resistance to earthquake forces.

*The installation of plywood bracing (often referred to as "shear paneling") on wall framing provides earthquake and wind resistance. It is typically used on the walls between the foundation and floor framing and around garage door openings. The panels should be nailed at all edges and at the intermediate members. It may be necessary to add blocks between the vertical studs to get bearing on all edges of the plywood. Minimum nail spacing is usually 6 inches and engineers often recommend nailing at 3 or 4 inches for greater strength. Ventilation should be provided in each stud space when shear paneling is added to the inside of exterior subarea walls. Ventilation is usually provided by drilling 2-inch diameter holes in the plywood at the top and bottom of each stud bay.*

## Seismic Anchoring

The foundation is equipped with a few, small, rusty anchor bolts. See one below.



As a rule, foundation bolts installed in most of the 20th century fall short of the strength mandated by engineers when seismic retrofitting is done. Currently engineers will typically call for a larger number of bolts (more per linear foot of foundation), larger bolts, improved washers and well tightened bolting. It is also clear that rusting of non-galvanized bolting, which is the kind used in nearly all foundations, leads to weakening over just a few decades and they can lose much of their strength after many decades. Older bolts should be replaced by new, improved bolting in all houses located near major fault lines.

*Anchor bolts and other devices are used to secure the framing to the foundation to resist displacement during earthquakes or high winds. The modern standard is for bolting at least every six feet, and with bolts within the last 12 inches of each piece of sill plate. Buildings greater than one story or on hillsides may require additional bolts and other seismic devices.*

We recommend additional anchor bolts be installed as needed by a qualified contractor.

We recommend a qualified engineer be retained to design or specify seismic upgrades appropriate for this building.

We suggest all Bay Area residents investigate the California seismic readiness program:  
<https://www.earthquakebracebolt.com/HomeownerRegistration>

### **Substructure**

The ventilation provided to the subfloor area beneath this building is not adequate. We recommend adequate subarea ventilation be provided.

*Under-floor areas should be provided with ventilation openings which have an area not less than 1 square foot for each 150 square feet of under-floor area. Openings should be provided close to the corners and should provide cross ventilation. The vent openings should be distributed equally along the length of at least two opposite sides and should be covered with 1/4-inch wire mesh. Four-by-fourteen-inch vents are typically installed every 6-8 feet. There are many ways to provide ventilation and the best method should be decided after consulting a qualified contractor or the local building department. If natural cross-circulation is not obtainable with vent openings, it may be necessary to install a mechanical venting system with fans and ducts.*

There are several ventilation screens that have mesh larger than one-quarter-inch and we recommend the mesh be replaced with one-quarter-inch mesh to prevent animal intrusion. We suggest that special wildfire rated vent screens be considered.

A plastic vapor barrier has been installed below the building, suggesting that the soil is often damp. Additionally, efflorescence on the concrete walls shows excessive wicking of wet soils. For the health of the building's occupants, we recommend that a comprehensive professionally installed vapor barrier be installed below the building and their drainage be considered as well.

### **Foundation General**

*The adequacy and condition of area soils, footings, foundations, and structural framing can only be determined after a detailed analysis by a soils, geotechnical, or structural engineer. This type of analysis and these determinations are beyond the scope of this inspection.*

## ELECTRICAL

### Electrical Service

The main service wires run underground to the main panels.

### Main Panels

One of the panels in this main service assembly is not designed to be open by users and contains exposed hot terminals that could kill if opened by nonprofessionals. We urge that this panel be repaired for security immediately. See this below.



There is both a breaker main panel and a fuse main panel at the left exterior. Fuses in the latter panel are used for high voltage protection, as opposed the more outdated fuses of panels from the 1940 and earlier. The use of fuses (T type 200 amp shown below) in this case is not a concern for us, though more modern equipment will generally use solely breakers and add convenience.



The assembly of panels is damaged in several places, and we recommend repair or replacement by a qualified electrician. The panels also appear to be worn past a reasonable point of repair and maintenance and we suggest replacement of the entire assembly.

The left panel is in very worn condition, damaged in several places, and will soon need replacement. We recommend the left main panel be repaired or replaced by a qualified electrician.

The right fuse panel is very rusty and we recommend it be replaced.

The panel locks are damaged and the service panel is unscreened, which is an extreme danger. We recommend repair now.

We estimate the capacity of each system to be 200-amps. Both 120- and 240-volt service are provided. Each panel has a 200-amp circuit breaker disconnect.

There are breakers in the right panel that do not match the panel. We recommend this panel be reviewed by a qualified electrician and properly matched breakers be installed.

*Many brands of circuit breakers can be made to fit within some electrical panels, but only the types for which the panel has been tested and approved should be used. Modern panels often have a rating sheet inside the panel listing the types and compatible brands of breakers that are acceptable. Using other breakers increases the likelihood of arcing and other electrical hazards.*

### **Subpanel**

There is a circuit breaker panel in the office utility room. This panel shows moderate wear.

240-volt couplers are missing from this panel. We recommend proper 240-volt couplers be installed by a qualified electrician.

*When two breakers are used to protect a single 240 volt circuit, the breaker switch handles should be mechanically connected to operate in unison. A simple connector can be installed by an electrician to be sure both breakers trip at the same time. Handle ties are also required for all circuits where two hot wires share a single neutral wire. This is called a multi-wire branch circuit.*

There may be distribution or subpanels that we did not locate during our inspection. We recommend any panel found, not mentioned in this report, be checked by a qualified electrician.

## Wiring

This building is wired primarily with flexible metal cable (AC/MC) wiring with some conduit wiring.

Several attic area electrical boxes are uncovered. We recommend box covers be installed as needed in the subfloor area. See two below.



## Receptacles and Switches

The receptacles are the grounded 3-hole type.

There are several GFCI-protected outlets. These outlets should be tested periodically by pressing the test and reset buttons on the outlet faces to ensure proper functioning. GFCI outlets at the front exterior do not disconnect properly when tested and we recommend they be repaired or replaced.

*Ground Fault Circuit Interrupters are breakers or receptacle outlets designed to protect against electrical shocks. In recent years most jurisdictions have required ground fault protection for outlets in bathrooms, exteriors, basements, and garages (except those in a designated appliance location - such as for laundry equipment). Recent regulations also require GFCI breakers for kitchen countertop outlets within 6 feet of a sink and for wet bars. A single GFCI receptacle may be used to protect other outlets downstream from it on the same circuit. GFCI outlets and breakers have test buttons which should be operated periodically to assure the devices are functioning properly.*

We tested a representative number of the outlets and switches. An examination of each is beyond the scope of our inspection.

## Energy Efficiency

We recommend visiting the following website for information on energy cost and conservation:

<http://www.gosolarcalifornia.ca.gov/> or contacting the California Public Utility Commission for information on alternative energy source and energy conservation.



## PLUMBING

### Main Water Supply

The main shutoff valve for the water supply is at the rear. The supply piping leading to the main valve is 1-inch copper.

We measured the water pressure at 55 pounds (PSI). Pressures between 40 and 80 pounds are considered to be in the normal range.

### Interior Water Piping

The water supply piping is copper. Copper piping is considered superior to galvanized steel as it is less susceptible to the accumulation of mineral deposits that can reduce water flow.

### Exterior Piping

The hose faucets are not equipped with anti-siphon valves as is required in new construction. We suggest anti-siphon devices be installed to prevent the accidental flow of waste water into the water supply piping.

### Irrigation System

*Garden and lawn sprinkler systems, if present, are beyond the scope of our inspection. These systems should be checked periodically for leaks and for proper functioning.*

### Waste Piping System

The waste piping system is primarily ABS (acrylonitrile-butadiene-styrene, the chemical make-up of a black plastic-composite plumbing pipe used extensively for drain, waste and vent systems) plastic.

We recommend the sewer line be inspected by video camera.

*Older sewer pipes often require annual cleaning and clearing of roots or other obstructions, as part of routine maintenance. Many buildings, especially those 40 years and older, have partially blocked, damaged, or worn-out main sewer piping. Clay tile piping was used in many older waste systems between the building and main sewer. Clay pipes are easily damaged and can be blocked by tree roots, or may crack from soil movement, causing sewage to back up into interior plumbing fixtures. If possible, determine any history of clogged drains. Eventual replacement of old sewer piping should be anticipated.*



## Gas

There are 2 gas meters at the left of the building exterior. The gas shutoff valve is on the vertical pipe to the left of the meters. To shut off the gas, turn the valve 90° so the handle is at a right angle to the pipe. We recommend storing a large wrench near the valve so the gas can be shut off quickly in an emergency.

The gas piping at both meters is provided with an automatic seismic gas shutoff valve, which is designed to be triggered by movement and to disconnect the gas supply to the building in an earthquake.

## Plumbing General

Waste piping should be cleaned out periodically to remove any accumulation of grease, hair, and dirt and to help prevent future debris blockage and subsequent drainage failure.

*The gas and water piping was not fully accessible and an examination of each connection was not made. The standard test for leakage is to have the piping pressure tested. This is sometimes required before the gas can be turned on after it has been disconnected. With testing and a close examination of all the piping, leaking or other defects may be found.*

*The "sewer lateral," which is the buried waste piping that runs between the building and the main sewer, is often partially blocked or damaged by roots and other obstructions. We advise having all older sewer laterals checked by a qualified plumber using special video equipment designed for this purpose.*

## WATER HEATER

### Water Heater

There is a 30-gallon, gas-fired water heater in the office utility room. The water heater is approximately 23 years old; it is in very worn condition and will soon need replacement.

We recommend a pan and drain line be installed beneath the water heater to prevent damage to building floors and furnishings if the water heater leaks.

The water heater has a temperature and pressure relief (TPR) valve.

*A temperature and pressure relief (TPR) valve is a safety valve which releases excess pressure from the water heater in the event the regulator fails. It is an important safety device which can prevent a dangerous explosion. Hot water may occasionally drip or spray from the valve discharge pipe, triggered by changes in water pressure. Leaky valves may fail from encrusted mineral residue and should be replaced. Most TPR valve manufacturers recommend the valve be tested once a year.*

The water heater is equipped with seismic restraints to prevent movement during an earthquake. The seismic restraints are loose, and the water heater is not adequately held in place. We recommend the seismic restraints be properly installed.

*Adequate water heater strapping, or bracing can significantly reduce damage which can occur from water heater movement. The best braces are rigid and support the water heater both at the top and bottom. "Plumber's tape" alone is no longer considered an adequate restraint according to the guidelines of the California Seismic Safety Commission. As of January 1, 1997, home sellers in California are required to certify that their water heater complies with current guidelines upon transfer of the property.*

The type B, double-wall vent piping is too close to roof framing/sheathing, which is a potential fire hazard. We recommend adequate vent pipe clearance be provided. Double-wall vent pipes need at least one-inch clearance from combustibles.

### Water Heater Maintenance

*The life of a water heater may be extended by periodically removing the sediment that builds up in the tank. Attach a garden hose to the drain valve at the bottom and open the valve until the water runs clear. Drain valves commonly drip, and can be repaired by installing a plastic cap. The temperature adjustment control should be kept in the middle range; the water temperature should never be set hot enough to scald someone accidentally. The life of a water heater may also be extended by replacement of the sacrificial anode. These are generally designed to last only five years, and replacement anodes can be obtained at plumbing supply stores.*

*It is important to avoid storing combustible items near water heaters and other gas-fired appliances.*

*Water heaters should be set to 120° F. Third degree burns can occur in six seconds from a water heater output temperature of 140 degrees, and in 30 seconds from 130 degree water. Small children can often not distinguish burns until they have already occurred.*

## CENTRAL HEATING

### Right Attic Furnace

There is a gas-fired, forced-air furnace in the right of the attic. The BTU input capacity is rated at 110,000 BTUs. This furnace is approximately 23 years old; it is in very worn condition and will soon need replacement.

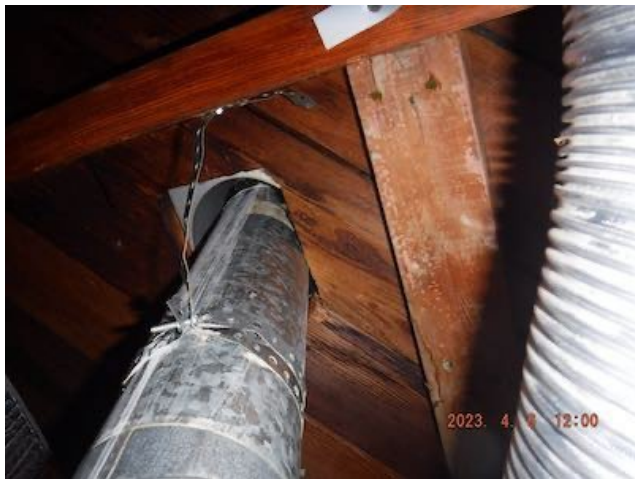
The sediment trap is installed before the gas valve instead of after and we recommend it be properly installed. This helps to deliver dry gas and prevent gas appliance failure. See this below.



This furnace is equipped with a fan-powered, induced-draft, venting system. The purpose of the fan is to draw the exhaust fumes through the heat exchanger to increase furnace efficiency.

*Many newer furnaces have supplemental fans on the vent (flue) to control the flow of air through the burners and improve the efficiency of the furnace. Mineral deposits may form on this fan or "inducer" as a result of condensation in the vent piping, possibly indicating improper venting. It may be possible to improve venting effectiveness by modifying the piping material or configuration. We recommend that inducers be checked annually by a qualified heating contractor.*

The double-wall vent piping is too close to roof sheathing and insulation, which is a potential fire hazard. See below.



We recommend adequate vent pipe clearance be provided. Double-wall vent pipes need at least 1-inch clearance from combustibles.

The reusable furnace filter fits poorly and we recommend it be secured in place. Looseness could cause it to lift out of position when the blower comes on. This filter, which is folded over to fit (it's the wrong size and shape) allows for dust to blow by and we recommend replacement with a properly fitting one.

There is also a separate filter to the left of the unit and this lacks a proper filter cover as required. We recommend that a proper filter cover be installed by a qualified heating contractor.



*Air filters prevent the accumulation of dust and dirt on the blower fan blades which can significantly reduce efficiency. Air filters should be checked monthly and changed or cleaned, depending on type, as necessary. A clogged air filter can lead to reduced air flow over a furnace heat exchanger, resulting in premature heat exchanger cracking or failure.*

This system uses ducting to distribute warm air to the conditioned spaces.

## Left Attic Furnace

There is a gas-fired, forced-air furnace in the left of the attic. The BTU input capacity is rated at 88,000 BTUs. This furnace is approximately 23 years old; it is in very worn condition and will soon need replacement.

This unit did not respond to the controls and we recommend it be examined and repaired as necessary to operate properly.

The sediment trap is installed before the gas valve instead of after and we recommend it be properly installed. This helps to deliver dry gas and prevent gas appliance failure.

The heat exchanger in this furnace was inaccessible to inspection. The heat exchanger is in generally worn condition. We recommend the heat exchanger be checked for cracks by a qualified heating contractor.

*A heat exchanger is a metal chamber which encloses the flame and transmits heat to the circulating air. With age and use, cracks or rust holes can develop in heat exchangers. Fumes from the flame may flow through the exchanger wall and enter the living area. Heat exchangers should be carefully examined as part of routine servicing. Only a small portion of the heat exchanger is accessible during a typical home inspection.*

This furnace is equipped with a fan-powered, induced-draft, venting system. The purpose of the fan is to draw the exhaust fumes through the heat exchanger to increase furnace efficiency.

A disposable furnace filter is at the right of the furnace. A reusable furnace filter is inside the furnace at the left.

The right filter opening in the air return duct is not covered. We recommend a sheet metal cap be installed over the right filter opening to keep unheated air from being drawn into the furnace and reducing its efficiency.

*Any openings in the ducting near the furnace can allow the entry of unheated air into the ducting and reduce furnace efficiency. Openings in the ducting for older natural draft furnace can lower air pressure near the furnace causing spillage of flue gases which could then be drawn into the system, creating a hazardous condition. Any duct openings should be properly sealed or covered.*

This system uses ducting to distribute warm air to the conditioned spaces.

## Heating General

This equipment does not appear to have been recently serviced. We recommend a qualified firm be retained to service this equipment. Servicing should be performed annually as part of routine maintenance. Significant defects may be revealed during a thorough evaluation, especially with older systems.

A determination as to whether adequate heating is provided to all the rooms is beyond the scope of this inspection.

*Special care should be taken to avoid storing combustible materials (clothing or other items that could burn) near gas-fired heating equipment to prevent a potential fire hazard.*

## INTERIOR

### Walls and Ceilings

The interior wall and ceiling surfaces are primarily sheet rock (gypsum board).

### Floors

We do not perform a survey of the floors for slope or uniform elevation as part of our standard inspection. We can return with special equipment and provide a floor level survey to determine the extent of floor slope for an additional fee upon request.

VCT flooring in the interior is very worn and cracked in many places. This is not a safety concern.

### Fire Safety

This building has a fire alarm system. An examination of this system or a determination of its adequacy is beyond the scope of this inspection.

### Windows

The windows are primarily aluminum-framed, awning (which open from the bottom and are hinged at the top edge so that they open out as would an awning), and fixed glass.

*We operated a representative sampling of the windows. All windows were not checked for proper functioning, cracked or broken glass, or for the presence or condition of screens. This inspection does not include areas that are obscured by furniture, carpets, coverings, or any other items.*

### Doors

Several doors rub at the frame and we recommend they be repaired to operate freely.

The office door deadbolt is defective and we recommend it be repaired to operate properly.



## BATHROOMS

### Left Bathroom

This half bathroom has GFCI-protected receptacles, a fan for ventilation, toilet, and wall-mounted china sink. The sink is loose and we recommend it be secured to prevent movement that can cause plumbing leakage.

The ADA sink protection is incomplete in this bath. This can allow for scalding of some individuals and we recommend review of this and all related ADA issues with a qualified expert/contractor. See below.



This bathroom has ceramic tile flooring, which is in generally worn condition. The floor tile grout is worn in several places and we recommend the floor tile grout be caulked or regouted as needed.

The toilet is loose from the floor. We recommend the toilet be properly secured by a qualified plumber.

*A loose toilet can cause water leakage and damage to the flooring. The seal at the base of the toilet also prevents entry of sewer gas (methane) into the living area. To reset a loose toilet, first disconnect the water supply, flush the toilet, and then remove the nuts from the bolts at the toilet base. Tilt the toilet and pour the water trapped in the toilet into a bucket, turn the toilet over and expose the wax seal at its base. Remove the old wax seal and install a new one. Before resetting the toilet, the flooring should be examined for damage and repaired if needed. Then, firmly reset the toilet on the bolts and tighten them carefully to avoid cracking the base. The toilet base and floor connection should be caulked with a bathroom grade sealant.*

## Right Bathroom

This half bathroom has GFCI-protected receptacles, a fan for ventilation, toilet, and wall-mounted china sink. The ADA sink protection is incomplete. See our remarks above.

This bathroom has ceramic tile flooring, which shows moderate wear. The floor tile grout is worn in several places and we recommend the floor tile grout be caulked or regouted as needed.

### General

*Caulked joints should be checked frequently and recaulked as necessary. Proper caulking prevents water penetration and damage to walls and floors. Before caulk is applied, the surfaces should be cleaned carefully and any loose caulk should be removed. A good quality bathroom caulk, such as silicone, should be used. Bathrooms are areas of high humidity and special care should be exercised to keep them well ventilated. Windows should be left open when showering or bathing and fan-powered vents should be used when available.*

## ART SINK

### Art Sink

There is a stainless steel art sink in the main room at the rear. Flexible plastic waste piping is used at the sink drain and we recommend it be replaced with proper, smooth wall drain piping.



*Corrugated drainage connectors are often installed by non-professionals to form drain traps or other drainage connections. These materials do not have smooth interior waterways and collect sludge. They are not approved and should be replaced with conventional drainage fittings and materials.*

## ENVIRONMENTAL

### Hazardous Materials

*Various potentially hazardous materials have been used in the construction of buildings over the years. Many naturally occurring materials and man-made building materials have been found to be hazardous or to have adverse environmental impact. These include but are not limited to asbestos, formaldehyde, lead paint, electromagnetic radiation, buried fuel tanks and radon. Buried fuel tanks may pose an environmental hazard. Hazardous materials, product liability, and environmental hazards are not included in the scope of our inspection. For information on hazardous materials, call the Environmental Protection Agency in San Francisco at 415-744-1500.*

### Asbestos

*Asbestos is found on most gas heating systems installed before 1978. Exposure to asbestos may be a health hazard and should be avoided. It may be possible to significantly reduce or eliminate the dispersal of asbestos fibers by painting the material. Removal or containment of these materials should only be done by properly trained and equipped professionals. Contractors in various trades such as flooring, roofing, heating, plumbing, or electrical may require asbestos abatement at additional expense prior to performing repairs, replacements, or modifications. For a determination as to the need for, or costs of abatement, a qualified asbestos abatement contractor should be retained. The presence of asbestos can only be determined by laboratory analysis, which is beyond the scope of our inspection.*

The rigid VCT floor tiles (vinyl composition tile) may contain asbestos. These tiles are not generally considered hazardous as the fibers are sealed into the material. The tiles should not be sanded as this may create hazardous dust. Most flooring contractors will leave these tiles in place when installing a new floor surface. We suggest the rigid VCT flooring be left undisturbed or that a qualified abatement contractor be retained.

## PRIMARY RECOMMENDATIONS

### Paint

We recommend the peeling paint be scraped, sanded, caulked, primed, and painted as needed by a qualified painting contractor.

### Trim

We recommend the exterior siding and trim be examined and caulked as necessary to prevent rain water entry.

We recommend the damaged trim be repaired or replaced as needed.

### Landscaping

We recommend all plants be trimmed or removed away from the building to prevent damage and insect entry.

We recommend the area plant growth be cleared away to provide an effective fire break.

We recommend window, eave, and vent modifications be discussed with a qualified contractor familiar with buildings in WUI areas.

### Retaining Walls

We recommend adequate safety barriers be installed.

### Roof Surface

We recommend a new roof surface be installed.

### Roof Drainage

We recommend the gutters be cleaned and re-examined, and modified as needed to drain freely.

We recommend the damaged downspouts be repaired or replaced as needed.

### Attic

We recommend the vents be screened to prevent animal entry.

We recommend vapor barriers be properly placed.

### Foundation

We recommend the subarea access door be repaired or replaced and a proper lock be installed.

### Wall Bracing

We recommend additional bracing or plywood paneling be installed to improve the building's resistance to earthquake forces.

### Seismic Anchoring

We recommend additional anchor bolts be installed as needed by a qualified contractor.

We recommend a qualified engineer be retained to design or specify seismic upgrades appropriate for this building.

### Substructure

We recommend adequate subarea ventilation be provided.

There are several ventilation screens that have mesh larger than one-quarter-inch and we recommend the mesh be replaced with one-quarter-inch mesh to prevent animal intrusion.

## **Main Panels**

One of the panels in this main service assembly is not designed to be open by users and contains exposed hot terminals that could kill if opened by nonprofessionals. We urge that this panel be repaired for security immediately.

We recommend the left main panel be repaired or replaced by a qualified electrician.

The right fuse panel is very rusty and we recommend it be replaced.

The panel locks are damaged and the service panel is unscreened, which is an extreme danger. We recommend repair now.

## **Subpanel**

240-volt couplers are missing from this panel. We recommend proper 240-volt couplers be installed by a qualified electrician.

## **Wiring**

We recommend box covers be installed as needed in the subfloor area.

## **Receptacles and Switches**

GFCI outlets at the front exterior do not disconnect properly when tested and we recommend they be repaired or replaced.

## **Waste Piping System**

We recommend the sewer line be inspected by video camera.

## **Gas**

We recommend storing a large wrench near the valve so the gas can be shut off quickly in an emergency.

## **Water Heater**

We recommend a pan and drain line be installed beneath the water heater to prevent damage to building floors and furnishings if the water heater leaks.

We recommend the seismic restraints be properly installed.

We recommend adequate vent pipe clearance be provided.

## **Right Attic Furnace**

The sediment trap is installed before the gas valve instead of after and we recommend it be properly installed.

We recommend adequate vent pipe clearance be provided.

The reusable furnace filter fits poorly and we recommend it be secured in place.



### **Left Attic Furnace**

This unit did not respond to the controls and we recommend it be examined and repaired as necessary to operate properly.

The sediment trap is installed before the gas valve instead of after and we recommend it be properly installed.

We recommend the heat exchanger be checked for cracks by a qualified heating contractor.

We recommend a sheet metal cap be installed over the right filter opening to keep unheated air from being drawn into the furnace and reducing its efficiency.

### **Doors**

The office door deadbolt is defective and we recommend it be repaired to operate properly.

### **Left Bathroom**

The sink is loose and we recommend it be secured to prevent movement that can cause plumbing leakage.

We recommend the toilet be properly secured by a qualified plumber.

Both bathrooms lack adequate ADA scald protection at the sinks. We recommend repair.

**Thank you for using Cantor Inspections. If you have any questions or if we can be of further assistance, please do not hesitate to call us at (510) 507-2279.**

**Exhibit F**  
**Insurance Requirements**

KCC shall provide and maintain insurance as set forth in this Article on behalf of the Owner.

- A. Insurance Requirement. KCC shall procure and maintain during the period of performance of this Agreement insurance from insurance companies authorized to do business in the State of California, as set forth in this section. These policies shall be primary insurance as to the District so that any other coverage held by the District shall not contribute to any loss under KCC's insurance.
1. General liability: (with coverage at least as broad as ISO form CG 00 01 10 01) coverage in an amount not less than \$5,000,000 general aggregate and \$3,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.
  2. Automobile liability: (with coverage at least as broad as ISO form CA 00 01 10 01, for "any auto") coverage in an amount not less than \$3,000,000 per accident for personal injury, including death, and property damage.
  3. Workers' compensation and employer's liability: coverage shall comply with the laws of the State of California, but not less than an employer's liability limit of \$1,000,000. A deductible or retention may be utilized, subject to approval by the District.
- B. Endorsements: The insurance policies shall be endorsed as follows:
1. For the commercial general liability and automobile insurance, KCC shall obtain an endorsement adding District (including its officers, employees, and agents) as named additional insured, with primary and non-contributory coverage.
  2. KCC insurance endorsement shall include a waiver of any rights of subrogation against the District, and its directors, officers, employees, and agents.
  3. KCC's insurance will not be canceled, limited, amended, reduced in coverage amount, or allowed to expire without renewal until after 30 days' written notice has been given to the District, or after 10 days' written notice in the case of cancellation for non-payment of premium.
- C. Insurance Documents: At least 10 days prior to the beginning of each fiscal year, KCC shall furnish certificates of insurance and endorsements affecting coverage demonstrating compliance with this Agreement's insurance requirements. These documents will be subject to the District General Counsel's review and approval.
- D. All insurance coverage and limits provided pursuant to this Contract shall apply to the full extent of the policies involved, available or applicable. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any party to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.
- E. KCC shall require all subcontractors or other parties hired for its programming ("Subcontractors") to purchase and

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maintain public liability insurance in the amount of \$2,000,000 general aggregate and \$1,000,000 per occurrence with the District and its agents, officials, contractors, and employees named as additional insured to protect the Subcontractor and District from loss, claim, liabilities, or damages and/or injuries. The insurance information must include an endorsement providing the District and its agents, officials, contractors and employees, with primary and non-contributory coverage for claims, losses, etc. arising from the Subcontractor's activities on the District Facilities. KCC must submit to the District Proof of Insurance no later than two weeks prior to Subcontractor's beginning work on District Facilities. Proof of Insurance shall consist of a certificate of insurance and endorsement demonstrating that Subcontractor has obtained the required coverage. to purchase and maintain insurance of the type required herein.